

AGENDA FOR THE CITY COUNCIL
MARCH 17, 2026

[IGNORE_INDENT]

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 March 3, 2026

LAI D ON THE TABLE

4. From City Clerk Brenna Murphy Leary and Admin. Assistant Jeffery Anderson-Burgos - October 7, 2025 meeting minutes
5. Vacon- ORDER: The city council requests City Councilor At-Large Israel Rivera to recuse himself on votes affecting the police department while on probation & ethics/conflicts of interest complaints are pending.
6. The Committee on Charter and Rules to whom was referred an order that the Honorable Holyoke City Council petition the Great and General Court of Massachusetts to amend Section 46 of the Holyoke Charter to reflect the residency clause set by ordinance.
Recommended that the order be adopted.
7. The Committee on Charter and Rules to whom was referred an order that the Honorable Holyoke City Council petition the Great and General Court of Massachusetts to amend Section 45 of the Holyoke Charter to reflect the residency clause set by ordinance.
Recommended that the order be adopted.
8. The Committee on Charter and Rules to whom was referred an order that the Honorable Holyoke City Council petition the Great and General Court of Massachusetts to amend Section 6 of the Holyoke Charter to remove all references to the city treasurer.
Recommended that the order be adopted.

COMMUNICATIONS

9. From Mayor Joshua Garcia-communication regarding the Noise Ordinance

10. From Treasurer Rory Casey-2025 reports on top 100 salaries, top 100 salaries for the schools and salaries of elected officials.
11. From HR Director Kelly Curran, UFCW Contract
12. From Board of Health Director Tim Rivers-letter regarding cannabis use
13. From Board of Health Director Tim Rivers- HPS Curriculum and Programs Addressing Substance Use Awareness
14. From Board of Health- Animal Control response to road kill order
15. City of Holyoke Health Benefit Meeting- meeting minutes 2.9.26
16. FY2026 General Fund Expense YTD Report
17. FY2026 Sewer Enterprise Fund Expense YTD Report

PETITIONS

REPORTS OF COMMITTEES

18. The Committee on Ordinance to whom was referred an order Review & amend the sign ordinance as needed to reduce the increased posting of a variety of signs on public property and other changes that may be offered.
Recommended that the Planning Board's recommendation to not amend the ordinance be adopted.
19. The Committee on Ordinance to whom was referred an order That Ordinance 2-421 regarding times when meetings are to be conducted be amended to add the elected multi-member bodies of city including the City Council and School Committee.
Recommended that the order has been complied with.
20. The Committee on Ordinance to whom was referred an order that any senior completing hours to be eligible for tax work off have their taxes reduced by 1/2 the value in the 3rd quarter & 1/2 in the 4th quarter. Some taxpayers have quarterly bills less than \$1,000 & potentially risk losing the full work off benefit when it is all paid in the 4th quarter.
Recommended that the order has been complied with.
21. The Committee on Ordinance to whom was referred an order that the Handicap Sign be removed from 894 Dwight St. Holyoke, MA. The resident no longer resides at that location.
Recommended that the order be adopted.
22. The Committee on Finance to whom was referred a Petition of Jonathan Nieves-Vidot for Livery Service at 131 Waldo Street
Recommended that the order be adopted.
23. The Committee on Finance to whom was referred an order that there be and is hereby appropriated by transfer in the fiscal year 2026, **TWENTY ONE THOUSAND AND**

00/100 Dollars (\$21,000.00) as follows:

FROM

11381-51102 PAY-ASSISTANT C.P.O.	\$21,000.00
	TOTAL \$21,000.00

TO:

19202-57200 OUT OF STATE TRAVEL	\$21,000.00
	TOTAL \$21,000.00

Recommended that the order be denied.

24. 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 RECYCLING DIVIDENDS PROGRAM \$7,800.00, NO MATCH"** grant and authorizes the establishment of a Fund or other method appropriate for the accounting of the receipts and expenditures of all resources associated with the administration of said grant.

Sec 2-509 - Grant Reporting

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

Recommended that the order be adopted.

25. -- The Committee on Public Safety to whom was referred an order That the city of Holyoke install storm warning lights much like those in neighboring communities. These would act to signal coming snow and other inclement weather storms, prompting residents to check our city web site as well as their preferred news sources. Storm warning lights would also act as a parking ban notification in an effort to assist our overextended police department.

Recommended that the order be given a leave to withdraw.

26. -- The Committee on Public Safety to whom was referred an order The city engineer review the signaling at the Maple St / South St. / Parenteau Dr intersection. Multiple accidents and near-accidents have occurred there over the years as motorists from Maple St turn Left against oncoming traffic on South St (heading downtown). The intersection is proximate to the former Whole Donut and the Fitzpatrick Ice Rink.

Recommended that the order has been complied with.

27. -- The Committee on Public Safety to whom was referred an order City Engineer review options to improve road safety at Queen and Cherry St. Issue: trucks exiting Queen St. are seen driving over the median strip and making an illegal left-hand turn onto Cherry St. (Rt. 202-South)

Recommended that the order has been complied with.

28. The Committee on Public Safety to whom was referred an order that the City install a few signs: "No Trucks", "Slow Down, Children", and "No Parking Anytime" on the block across from 320 Elm St.

Recommended that the order be given a leave to withdraw.

29. The Committee on Public Safety to whom was referred an order That installation of a crosswalk near #64 County Rd be evaluated for improved safety.
Recommended that the order has been complied with.
30. The Committee on Public Safety to whom was referred an order Constituent request (and 2d filing) – the condition of the sidewalk on Northampton St between West Glen and Clark streets is virtually unpassable especially for persons with disabilities. Refer to Public Safety and refer to DPW to request a written plan/solution to be sent to city council early in 2026.
Recommended that the order be given a leave to withdraw.
31. The Committee on Public Safety to whom was referred an order The crosswalk and pedestrian signal on Homestead Ave at HCC's main gate are an ongoing unresolved issue. Even though there are flashing yellow lights, drivers do not stop for pedestrians in that crosswalk. Public Safety and the City Engineer review possibilities including 1) installation of a sign that says "state law, yield to pedestrians in crosswalk" at enough distance from crosswalk for drivers to see it and respond accordingly 2) a push-button flashing light that alerts drivers to a pedestrian who is in the crosswalk 3) reduced speed in the area of the crosswalk on Homestead at the HCC main entrance 4) redesigning or relocating the crosswalk to a safer and more visible location.
Recommended that the order has been complied with.
32. The Committee on Public Safety to whom was referred an order The City Engineer review visual obstruction for drivers entering Westfield Road from both Woodland St and Hitchcock St. and consider mirrors for increased visibility and safety, especially as Westfield Road is used with great frequency. If mirrors are unsuitable, please provide other suggestions.
Recommended that the order has been complied with.
33. The Committee on Public Safety to whom was referred an order Request for consideration of a DON'T BLOCK THE BOX designation at the intersection of Carlton Street and Russell Terrace to improve traffic flow due to increased congestion from increased traffic in the neighborhood and changes in traffic flow (i.e. Russell Terrace as a two-way street).
Recommended that the order has been complied with.
34. The Committee on Public Safety to whom was referred an order Request to review possibility of installation of NO TRUCKS sign on Lorraine Street per Mass DOT Heavy Truck Exclusion procedure. Constituent request to lessen or end large trucks cutting through the neighborhood from Homestead Avenue to Westfield Road. Some streets in the neighborhood (Memorial, Edbert, Sheehan) are signed as NO TRUCKS, while others (Arden, Lorraine, Fenton) are not. Confusion ensues, lawns are run over, etc.
Recommended that the order has been complied with.
35. The Committee on Public Safety to whom was referred an order that the appropriate department evaluate the street lighting conditions on Race Street between Spring Street and Cabot Street. A business owner in this area has reported repeated customer complaints regarding inadequate lighting and has raised concerns related to public

safety for patrons entering and exiting the establishment.
Recommended that the order has been complied with.

36. The Committee on Joint Committee of City Council and School to whom was referred an order
MSBA Statement of Interest
RECOMMENDATION: That the School Committee refer the Statement of Interest (SOI) for a core building project with the MSBA for the Lawrence School site to the full City Council for approval.
Recommended that the order has been complied with.
37. The Committee on Joint Committee of City Council and School to whom was referred an order that the School Department be requested to provide an overview of the district's current early literacy instructional model, including reasons for transitioning from phonics-based instruction to the use of sight words, and how student reading outcomes are being assessed.
Recommended that the order has been complied with.
38. The Committee on Joint Committee of City Council and School to whom was referred an order filed by School Committee Member Lubold in the interest of student safety that the School Committee in coordination with the City Council consider adopting Massachusetts General Law Chapter 40, Section 71," School Bus Violation Detection Monitoring Systems; Installation and Operation."
Recommended that the order be referred to the Ordinance Committee.

MOTIONS, ORDERS AND RESOLUTIONS

39. Purcell, Murphy-Romboletti - Ordered that the project team involved in the chamber renovation project come into a Finance Committee meeting to discuss project scope and costs. This discussion is intended to provide an opportunity to brief councilors on the project, discuss questions and concerns, and gain insight ahead of the team submitting an appropriation request.
40. Thalheimer, Purcell -- Invite Alianza to an upcoming Public Safety meeting for a conversation highlighting the work that they are doing in Holyoke to end domestic and intimate partner violence and to speak about their new prevention initiative, Basta Ya! Send to Public Safety.
41. Thalheimer- ORDER: Add STOP condition on Woodland St, westerly at Westfield Road to list of STOP streets in Holyoke code of Ordinances Sec 86-325. -- Schedule IV: Stop streets. Refer to DPW and City Engineer.
42. Vacon- ORDER: That the temporary speed humps be installed on Upland Rd as indicated by the engineer evaluation
43. Devine- That the City of Holyoke accept a parcel of land identified as a parcel located in the City of Holyoke as shown on a plan entitled, "The Commonwealth of Massachusetts Plan of Land in the City of Holyoke Hampden County showing the location of Land taken by the Department of Public Works for Public Recreational Facilities November 29, 1967 Scale 80 feet to the inch," dated November 29, 1967 and recorded in the

Hampden County Registry of Deeds in Plan Book 111-98-B. Such land was acquired by an order of taking recorded in the Hampden County Registry of Deeds in Book 3307, Page 28, from the Commonwealth of Massachusetts and declare that such land is for recreation and conservation purposes under the protection of Article 97 of the Massachusetts Constitution. In addition, the City Council adopt a resolution to submit to the State Legislature to adopt such a law statewide. Draft resolution attached.

44. DEVINE - Ordered, that there be and is hereby appropriated by transfer in the fiscal year 2026, **TWENTY FIVE THOUSAND NINE HUNDRED ELEVEN AND 56/100 Dollars (\$25,911.56)** as follows:

FROM

11511-51103 PAY-ASSOCIATE SOLICITOR	\$25,911.56
	TOTAL \$25,911.56

TO:

19412-57630 CLAIMS-GENERAL	\$25,911.56
	TOTAL \$25,911.56

45. Devine-Ordered, that in accordance with M.G.L. Chapter 44 Sec. 53A, the City Council hereby accepts the provisions of the **"SFY26 PROJECT SAFE NEIGHBORHOOD, \$47,149.95, 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.

46. Devine-Ordered, that in accordance with M.G.L. Chapter 44 Sec. 53A, the City Council hereby accepts the provisions of the **"SFY26 COMMONWEALTH PROJECT SAFE NEIGHBORHOOD, \$13,900.00, NO MATCH"** grant, and authorizes the establishment of a Fund or other method appropriate for the accounting of the receipts and expenditures of all resources associated with the administration of said grant.

Sec 2-509 - Grant Reporting

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

47. Magrath-Smith-Ordered - that the Recycling Coordinator, DPW Director, and Recycling Committee Chair join the Finance Committee to share the amounts of funding currently in past and current recycling dividends funding lines, and the processes and purposes they plan to use for disbursement in FY27.

48. Magrath-Smith - Ordered, that the city adopt an ordinance that would prohibit the use of SGARs on City-owned properties.
49. Magrath-Smith - Ordered, that the City Council would adopt a resolution in support of Senate Bill 2721 and House Bill 965: An Act restricting the use of rodenticides in the environment.
50. Magrath-Smith - Ordered, that our ordinances be changed in order to allow the WW2 air raid siren at 109 Lyman Street to be sounded every Friday for up to two minutes at noon.
51. Magrath-Smith - Ordered, that the City Council adopt a Home Rule Petition petitioning for the right to locally prevent the sale and use of S-GARs despite state preemption
52. Murphy-Romboletti-Ordered that the public service committee invite recommended auditor candidate(s) for an interview
53. Murphy-Romboletti- Resolved: Having convened in an open meeting on March 17, 2026 prior to the SOI submission closing date, the City Council of Holyoke, in accordance with its charter, by-laws, and ordinances, has voted to authorize the Superintendent to submit to the Massachusetts School Building Authority the Statement of Interest Form dated April 17, 2026 for the H.B. Lawrence School located at 156 Cabot Street, Holyoke, which describes and explains the following deficiencies and the priority category(s) for which an application may be submitted to the Massachusetts School Building Authority in the future: replacement of or addition to obsolete buildings in order to provide for a full range of programs consistent with state and approved local requirements (Built in 1930--one of the district's oldest buildings; doesn't meet the school's education needs due to undersized classrooms and gymnasium, no media center, and insufficient space for students with disabilities and students who are english learners; outdated building systems including failing plumbing, failing heat, no air conditioning, limited ventilation, an absence of accessible public bathrooms, interior doorways, exterior entrances and exits); and hereby further specifically acknowledges that by submitting this Statement of Interest Form, the Massachusetts School Building Authority in no way guarantees the acceptance or the approval of an application, the awarding of a grant or any other funding commitment from the Massachusetts School Building Authority, or commits the City of Holyoke to filing an application for funding with the Massachusetts School Building Authority.
54. Panitch, Devine: Ordered, that the Holyoke City Council petition the General Court to amend the residency requirement set forth in Section 45 of the Holyoke Charter as it relates to elected officials. The current provision requires that a candidate for elected office have been a resident of the city for the prior two years, and should be reviewed for both the desirability of the policy and its consistency with state law. Receive and refer to Charter and Rules.

LATE FILED ORDERS AND COMMUNICATIONS

Addendum:

Per City Council rule 2B, meeting shall end by 10 PM unless an extension is approved by a

two-thirds majority of those present. If any items remain, those items will be added to the beginning of the next regular meeting.

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

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

City Clerk

[IGNORE_INDENT]

REGULAR MEETING OF THE CITY COUNCIL

March 3, 2026

The meeting was called to order by President Murphy-Romboletti at 7:05 p.m.

The Clerk called the roll. Absent Members: 0 Present Members in person: 5 (Anderson-Burgos, Devine, Magrath-Smith, Murphy-Romboletti, Sullivan). Present Members on Zoom: 8 (Greaney, Maisonet, Panitch, Purcell, I. Rivera, J. Rivera, Thalheimer, Vacon).

The Pledge of Allegiance was recited.

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, adopt items not requiring a roll call, or suspend the rules unless there is an objection.

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

PRESIDENT'S REPORT

President Murphy-Romboletti offered a reminder to councilors to RSVP for the Ambassador's Breakfast on the morning of the St. Patrick's Day Parade. She added that there would be a shuttle from Wyckoff to Kmart plaza for the parade.

She then stated there would be a staff appreciation breakfast at City Hall on the morning of March 20th, beginning at 8 a.m.

She then stated that dignitaries and award winners from the Parade Committee and the Ancient Order of Hibernians, as well as Holyoke Caledonian Pipe Band would be attending the meeting on March 17th.

She also made a request on behalf of the administrative assistant that if anyone planned to attend a meeting on Zoom, that they let him know so that packets didn't get printed out unnecessarily.

She then emphasized that while there were a lot of topics people were passionate about, she asked people to be fair with their expectations, noting that it sometimes may take a while for some things to be addressed by the Council based on how things needed to be prioritized.

Councilor Sullivan asked for a moment of silence in honor of John Hazen.

A moment of silence was observed in honor of John Hazen.

President Murphy-Romboletti emphasized that the Hazens ran an incredible business and were good partners.

PUBLIC COMMENT

(8:15)

David Owen, 12 Mason Road, noted that the Municipal Finance Modernization Act (MFMA) was recently adopted as a first step. He then suggested that with the next step, when applications for the CAFO position were submitted, it was likely the salary expectations would be at the higher end of the range. He then stated that the following step at the end of the fiscal year, the state expected that the audits for 2024 and 2025 would be completed. He then emphasized the need for diligent efforts from everyone involved as the changes from the MFMA take shape.

Jose Adastra, 139 Hillside Avenue, questioned the creation of an unlimited number of committees, suggesting that was where progress went to die. He then called for more transparency in representing and updating the statistics on overdoses. He also expressed shame at the bombing of Iran, where a girls' school and a maternity ward were bombed. He also called for the divestment of Israeli businesses. He also called for the withholding of federal taxes until the executive branch stopped breaking the law. He added that cleaning the streets up would require expanded use of methadone and suboxone, as well as more outreach. He also stated that more housing was needed, adding that the mayor should not be bought and paid for by the anti-rent control lobby. He then asked the Council to go on record in favor of rent control.

Jennifer Keitt, 63 Arthur Street, stated that appointments to boards and commissions were important in helping guide decisions that affect residents and neighbors across the city, and should reflect people who respect the rules, understand process, and carry out these roles with professionalism and integrity. She also urged caution when revising public comment rules, emphasizing that it was one of the few direct access points for the public to communicate with the Council, and any changes should be made with the goal of encouraging participation.

Spencer Fox Peterson, 51 Portland Street, suggested that the executive branch was out of control. He then expressed concern with the focus of discussions around public comment, specifically expressed concern about those who had issues with his on screen avatar, a rainbow skull and crossbones avatar illustrating he was a proud and militant ally of the LGBTQ community. He then stated that the Council should not do things that attempt to chill speech, adding that more participation should be the goal. He also suggested that it was not the government's role to try to control the public's civility. He also stated that the Council should not be mentioning God, adding that some councilors needed a refresher on the Constitution.

Claire, Ward 6, commended the Council for the initiative under item 51 on the agenda, an order to create a body of those with lived experience made up of those from vulnerable communities. She also commended those having tough conversations about public comment, suggesting that there shouldn't be gatekeeping of the public process. She added that some people seeking to participate in the public process may not have an address.

Motion was made and seconded to suspend the necessary rules to take up item 59 out of order.

59. Devine-Ordered, that in accordance with M.G.L. Chapter 44 Sec. 53A, the City Council hereby accepts the provisions of the "FY26 EXECUTIVE OFFICE OF PUBLIC SAFETY AND SECURITY EARMARK \$50,000.00" and authorizes the establishment of a Fund or other method appropriate for the accounting of the receipts and expenditures of all resources associated with the administration of said grant.

Sec 2-509 - Grant Reporting

Any city department, of which has received grant funding by approval of the city council pursuant to Massachusetts General Laws, or any other authorizing criteria, shall within a reasonable period of time,

but no later than 60 days from the conclusion of said grant, generate a detailed report which outlines the planned outcomes with the documented actual results. Said report shall be submitted to the city clerk for addition to the city council's next agenda.

To the City Council:

I hereby recommend the passage of the above order at the meeting of your Council to be held Tuesday, March 3, 2026.

Joshua A Garcia, Mayor

UNDER DISCUSSION:

Councilor Devine stated that the \$50,000 grant would include \$30,000 for new gym equipment, emphasizing that their current equipment was there since the current Police Department was built. She added that the other \$20,000 would be for traffic safety equipment. She also noted that Sgt. Zurheide was in attendance to address any other questions.

Councilor Magrath-Smith expressed her understanding that the goal was to pass the order right away, and she asked Sgt. Zurheide to provide a summary of the grant.

Sgt. Zurheide stated that the reason for asking for it to be adopted right away so that they could order the traffic safety equipment they would need for parade weekend.

---> Passed two readings and Adopted on a call of the roll of the yeas and nays--Yeas 13--Nays 0-- Absent 0.

REGULAR AND PENDING EXECUTIVE SESSION MINUTES

(24:30)

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

---> Laid on the table.

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

---> Laid on the table.

3. From City Clerk Brenna Murphy Leary and Admin. Assistant Jeffery Anderson-Burgos, meeting minutes from February 17, 2026.

---> Received and adopted.

LAID ON THE TABLE

(24:55)

President Murphy-Romboletti confirmed with the body that items 4 and 5 were to remain on the table.

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

---> Laid on the table.

5. Councilor Vacon- ORDER: The city council requests City Councilor At-Large Israel Rivera to recuse himself on votes affecting the police department while on probation & ethics/conflicts of interest complaints are pending.

---> Laid on the table.

COMMUNICATIONS

(25:10)

6. From Mayor Joshua A. Garcia, Letter of appointment for Mr. Kevin A. Rice of 52 Fairfield Avenue to serve on the Local Historic District Commission. Mr. Rice will replace Mr. Stephen Fay and will finish the remainder of Mr. Fay's term expiring July 1, 2028.

Councilor Anderson-Burgos noted that the next Public Service meeting was scheduled for April 9th.

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

7. From Mayor Joshua A. Garcia, Letter of appointment for Mr. Kevin A. Rice of 52 Fairfield Avenue to serve on the Historical Commission. Mr. Rice will replace Ms. Lizabeth Rodriguez and will finish the remainder of Ms. Rodriguez's term expiring April 16, 2027.

UNDER DISCUSSION:

Councilor Sullivan stated that the Historical Commission had been unable to make decisions for some time due to lack of a quorum, and he asked for consideration to approve this appointment right away.

Councilor Anderson-Burgos stated that he would rather see the appointment go to Public Service.

Councilor Magrath-Smith asked if the committee could meet earlier, noting that the CPA was waiting on the Historical Commission to review some of their projects.

President Murphy-Romboletti asked if it could be approved, and then be copied to Public Service so Mr. Rice could still come in.

Councilor Greaney suggested making it a temporary appointment to get the ball rolling.

President Murphy-Romboletti stated that an appointment couldn't be temporary.

Councilor Vacon expressed support for approving it and having the appointee still come in to the committee meeting, noting it had been done for other appointments.

Councilor Thalheimer expressed support for what the chair of the committee wanted to do.

Councilor Sullivan noted that Mr. Rice would still be coming into Public Service for the Local Historic District Commission. He emphasized that there were other items in addition to the CPA projects being held up, including demolition permits.

Councilor Panitch stated that once someone was confirmed, any information brought forward during an interview wouldn't change the fact that the appointment was done.

Councilor Sullivan noted that this would just be a 13 month appointment to fill in the remainder of the time for someone that left.

Councilor Magrath-Smith emphasized that there was an order in the Ordinance Committee to combine the Historical Commission and the Local Historic District Commission into one group in the next few months, and this was just a stopgap to move some things forward.

Councilor Devine expressed her understanding that someone else was also being appointed to the Historical Commission.

President Murphy-Romboletti noted there was a late file she approved of because she was informed of the need for a quorum.

Councilor Anderson-Burgos stated that he would support the appointment as long as Mr. Rice came to a committee meeting.

---> Received and Adopted. Copy to Public Service Committee.

8. From Massachusetts Attorney General - Response to Open Meeting Law complaint, Councilor Linda Vacon 2026-21

---> Received.

9. From the Board of Fire Commission, minutes of the January 21, 2026 meeting.

---> Received.

10. From Alicia Zoeller, Office of Community Development, request for reprogramming of 2025 CDBG funding, updated DGR recommendations for 2026 CDBG funding.

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

11. From Alicia Zoeller, Office of Community Development, clarification of opioid settlement fund administrative costs.

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

12. From Holyoke Economic Development and Industrial Corporation, minutes of November 20, 2025 and January 22, 2026 meetings.

---> Received.

13. From Holyoke Redevelopment Authority, minutes of January 21, 2026 meeting.
---> Received.

PETITIONS

(37:00)

14. Petition of Riverside Cannabis LLC for marijuana establishment at 1 Cabot Street
---> Received and referred to the Ordinance Committee.

15. Petition of Jonathan Nieves-Vidot for Livery Service at 131 Waldo Street
---> Received and referred to the Finance Committee.

16. Petition of Wright Block LLC at 106-120 High Street for reconstruction of non-conforming structure to reconstruct two egress staircases at the rear of 106 and 120 High Street.
---> Received and referred to the Development and Governmental Relations Committee.

REPORTS OF COMMITTEES

(38:10)

17. The Committee on Ordinance to whom was referred an order The city's engineer and its law department review the definition of "motorized scooter" in Chapter 86-1 of city ordinances and advise the City council on whether the definition should be amended.

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

Committee Members:

Meg Magrath-Smith
Linda Vacon
Israel Rivera
Mimi Panitch
Anne Thalheimer

UNDER DISCUSSION:

Councilor Magrath-Smith stated that the committee looked at any changes that needed to be made after a more in depth discussion took place in the Public Safety Committee, and they decided to amend the ordinance just to ensure it was in alignment with the state language by inserting language that referenced mgl Chapter 90, Section 1A or 1E so it would remain in alignment with any changes to the state's language.

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

The Ordinance passed its second reading.

The Ordinance was passed to be enrolled.

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

Report of Enrollment received.

The Ordinance was passed to be Ordained and Adopted on a call of the roll of the yeas and nays--
Yeas 13--Nays 0--Absent 0.

18. The Committee on Ordinance to whom was referred an order that the ordinance committee review the ordinance for repairing cars on city streets or in driveways, particularly the changes that were made a few years ago that allowed certain repairs to be made on the street or in driveways.

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

Committee Members:

Meg Magrath-Smith
Linda Vacon
Israel Rivera
Mimi Panitch
Anne Thalheimer

UNDER DISCUSSION:

Councilor Magrath-Smith stated that they mainly discussed the part of the ordinances related to short term repairs on city roads, where one specific prohibition was the changing of glass. She added that they discussed the potential of filing another order to further discuss and address that part, noting that those who may have to park on the street and need to have a crack repaired, they would not be able to have it done while parked on the street. She added that they also discussed the idea of filing an order to discuss repairs on private property.

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

19. The Committee on Ordinance to whom was referred an order By request of several business owners, update Graffiti ordinances 74-100 & 74-101 to transfer law enforcement responsibilities onto HPD instead of property owners. OR, give building owners warnings with a grace period of a specified number of days to clean up the graffiti BEFORE being fined. Building owners are currently fined for Graffiti creation on their property. This seems unfair as building owners are not tagging their own property and cannot control unlawful acts happening to their property.

have considered the same and Recommended that the order has been complied with, and a communication be sent to the Board of Health Director that the BOH make an informal policy change to allow property owners 14 days instead of 7 days to address graffiti on their property.

Committee Members:

Meg Magrath-Smith
Linda Vacon
Israel Rivera
Mimi Panitch
Anne Thalheimer

UNDER DISCUSSION:

Councilor Magrath-Smith stated that they discussed current policy and the issues faced by business owners. She then stated that they discussed the Board of Health having the option of writing up \$300

finer or \$100 fines and only going with the more aggressive path with repeat problems where they were not getting a response from property owners. She added that one concern was the length of time it may take some a notice to get to a property owner through the mail, and they felt it would make sense to give people 14 days instead of 7 to respond.

Councilor Sullivan stated that it was hypocritical to go after business owners in this manner, emphasizing that there were many city owned properties that were blighted and covered in graffiti.

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

20. The Committee on Ordinance to whom was referred an order 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

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

Committee Members:

Meg Magrath-Smith
Linda Vacon
Israel Rivera
Mimi Panitch
Anne Thalheimer

UNDER DISCUSSION:

Councilor Magrath-Smith stated that they had to dispose of the order due to the time to act on it having passed.

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

21. The Committee on Ordinance to whom was referred an order That the ordinance for battery storage be reviewed, and revised language be considered for small & large scale battery storage projects, due to new information documenting safety concerns.

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

Committee Members:

Meg Magrath-Smith
Linda Vacon
Israel Rivera
Mimi Panitch
Anne Thalheimer

UNDER DISCUSSION:

Councilor Magrath-Smith stated that the order had to be disposed of due to the same reason as the previous order.

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

Motion was made and seconded to suspend the necessary rules to take up items 22 through 25 as a package.

22. The Committee on Ordinance to whom was referred an order The crosswalk and pedestrian signal on Homestead Ave at HCC's main gate remains in limbo. It's now going on 8 years since original orders were filed. Some progress was made under the tenure of Mike McManus but very little since. Order the City Engineer, HFD Alarm Division and DPW provide an update to City Council on when this dangerous situation will be corrected. Please respond with a communication in 30 days.

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

Committee Members:

Meg Magrath-Smith
Linda Vacon
Israel Rivera
Mimi Panitch
Anne Thalheimer

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

23. The Committee on Ordinance to whom was referred an order The City Engineer review the feasibility of a mid-block crosswalk on Homestead Ave. proximate to the secondary entrance to HCC. (This entrance is N of the main gate). If it is feasible and if there is financing to install (you would need to make it ADA compliant) then please send a report to Ordinance. If not feasible, please send a communication to City Council by its first meeting in May 2025.

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

Committee Members:

Meg Magrath-Smith
Linda Vacon
Israel Rivera
Mimi Panitch
Anne Thalheimer

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

24. The Committee on Ordinance to whom was referred an order The city council ordain a new crosswalk near the main gate to Holyoke Community College.

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

Committee Members:

Meg Magrath-Smith

Linda Vacon
Israel Rivera
Mimi Panitch
Anne Thalheimer

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

25. The Committee on Ordinance to whom was referred an order The City Engineer review the parking situation on West Glen St. where is meets Northampton St. Residents feel with cars on both sides of the street it's too narrow a gap for more than one car to pass and is dangerous for first responders to navigate. Please determine whether the 20' limit enough. If not, please recommend any amendments.

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

Committee Members:

Meg Magrath-Smith
Linda Vacon
Israel Rivera
Mimi Panitch
Anne Thalheimer

UNDER DISCUSSION:

Councilor Magrath-Smith stated that Councilor Thalheimer planned to take up these matters through related orders in the Public Safety Committee.

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

(51:20)

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 "MASS CULTURAL COUNCIL-CULTURAL DISTRICT INVESTMENT, \$15,000.00, NO MATCH" grant and authorizes the establishment of a Fund or other method appropriate for the accounting of the receipts and expenditures of all resources associated with the administration of said grant.

Sec 2-509 - Grant Reporting

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

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

Committee Members:

Patricia Devine
Michael Sullivan
Meg Magrath-Smith

Juan Anderson-Burgos
Nicole Maisonet

UNDER DISCUSSION:

Councilor Devine stated that the grant would be for the Puerto Rican Cultural District to support small businesses and improving storefronts, as well as supporting the victims of recent fires. She noted the previous year's grant helped support a trip to the Puerto Rican sister city of Salinas.

---> Report of Committee passed two readings and adopted on a call of the roll of the yeas and nays--
Yeas 12--Nays 0--Absent 1 (Magrath-Smith).

27. The Committee on Finance to whom was referred an order that there be and is hereby appropriated by transfer in the fiscal year 2026, FIFTY THOUSAND AND 00/100 Dollars (\$50,000.00) as follows:

FROM

8815-10400 CANNABIS STABILIZATION \$50,000.00

TOTAL \$50,000.00

TO:

19442-53003 SOLICITOR LEGAL SERVICES \$50,000.00

TOTAL \$50,000.00

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

Committee Members:

Patricia Devine
Michael Sullivan
Meg Magrath-Smith
Juan Anderson-Burgos
Nicole Maisonet

UNDER DISCUSSION:

Councilor Devine stated that the transfer would be used to pay for the services of KP Law and Blue Sky Consulting as experts in the cannabis field as it related to municipal law. She added that legal services were among the allowable uses for cannabis impact fee funds.

Councilor Magrath-Smith emphasized for the benefit of the public record that the city was no longer collecting impact fees due to legal pushback from cannabis companies throughout the state. She noted that the businesses continued to pay property taxes, as well as sales taxes that were adding up to around \$700,000 a year.

Councilor I. Rivera questioned where the money was going.

Councilor Vacon emphasized that the promised cash cow that was part of the sales pitch from cannabis businesses was no longer there.

---> Report of Committee passed two readings and adopted on a call of the roll of the yeas and nays--
Yeas 13--Nays 0--Absent 0.

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

28. The Committee on Finance to whom was referred an order that there be and is hereby appropriated by transfer in the fiscal year 2026, EIGHTEEN THOUSAND TWO HUNDRED FIFTY AND 00/100 Dollars (\$18,250.00) as follows:

FROM

12101-51107 PAY-PATROL OFFICERS \$18,250.00

TOTAL \$18,250.00

TO:

19131-51999 UNEMPLOYMENT COMPENSATION \$18,250.00

TOTAL \$18,250.00

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

Committee Members:

Patricia Devine
Michael Sullivan
Meg Magrath-Smith
Juan Anderson-Burgos
Nicole Maisonet

---> Report of Committee passed two readings and adopted on a call of the roll of the yeas and nays--
Yeas 13--Nays 0--Absent 0.

29. The Committee on Finance to whom was referred an order that there be and is hereby appropriated by transfer in the fiscal year 2026, FIFTY THOUSAND AND 00/100 Dollars (\$50,000.00) as follows:

FROM

19161-51999 F.I.C.A.-MEDICARE \$50,000.00

TOTAL \$50,000.00

TO:

19131-51999 UNEMPLOYMENT COMPENSATION \$50,000.00

TOTAL \$50,000.00

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

Committee Members:

Patricia Devine
Michael Sullivan
Meg Magrath-Smith
Juan Anderson-Burgos
Nicole Maisonet

UNDER DISCUSSION:

Councilor Devine stated that there were both going to unemployment compensation.

---> Report of Committee passed two readings and adopted on a call of the roll of the yeas and nays--
Yeas 13--Nays 0--Absent 0.

30. The Committee on Finance to whom was referred an order that there be and is hereby appropriated by transfer in the fiscal year 2026, FIFTY FIVE THOUSAND EIGHT HUNDRED AND 00/100 Dollars (\$55,800.00) as follows:

FROM

11381-51102 PAY-ASSISTANT C.P.O. \$55,800.00

TOTAL \$55,800.00

TO:

11461-51107 PAY-REVENUE COLLECTION SPCLST \$17,100.00

11451-51132 PAY-PAYROLL SPECIALIST 4,100.00

11451-51101 PAY-TREASURER 7,200.00

11351-51101 PAY-AUDITOR 6,400.00

19202-57200 OUT OF STATE TRAVEL 21,000.00

TOTAL \$55,800.00

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

Committee Members:

Patricia Devine
Michael Sullivan
Meg Magrath-Smith
Juan Anderson-Burgos
Nicole Maisonet

UNDER DISCUSSION:

Councilor Devine stated that this was being returned to the auditor as there were two separate orders replacing it because some of the committee had additional questions for one of the transfers.

---> Returned to the Auditor.

Motion was made and seconded to suspend the necessary rules to take up items 60 and 61 as a package.

60. DEVINE - Ordered, that there be and is hereby appropriated by transfer in the fiscal year 2026, TWENTY ONE THOUSAND AND 00/100 Dollars (\$21,000.00) as follows:

FROM

11381-51102 PAY-ASSISTANT C.P.O. \$21,000.00

TOTAL \$21,000.00

TO:

19202-57200 OUT OF STATE TRAVEL \$21,000.00

TOTAL \$21,000.00

To the City Council:

I hereby recommend the passage of the above order at the meeting of your Council to be held Tuesday, March 3, 2026.

Joshua A Garcia, Mayor

UNDER DISCUSSION:

Councilor Devine deferred to Councilor Sullivan to explain his concerns.

Councilor Sullivan stated that he wanted to see this go back to committee for more discussion. He then explained that the out of state travel was for staff to attend a conference in Las Vegas for training on Munis. He noted that staff attended the same conference the previous year and the Council had not heard anything about it. He also questioned spending \$21,000 to send a handful of people, noting that Tyler ERP had regional offices. He then suggested that while it may cost more, it would be better to have them train more people on site.

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

61. DEVINE - Ordered, that there be and is hereby appropriated by transfer in the fiscal year 2026, THIRTY FOUR THOUSAND EIGHT HUNDRED AND 00/100 Dollars (\$34,800.00) as follows:

FROM

11381-51102 PAY-ASSISTANT C.P.O. \$34,800.00

TOTAL \$34,800.00

TO:

11461-51107 PAY-REVENUE COLLECTION SPCLST \$17,100.00

11451-51132 PAY-PAYROLL SPECIALIST 4,100.00

11451-51101 PAY-TREASURER 7,200.00

11351-51101 PAY-AUDITOR 6,400.00

TOTAL \$34,800.00

To the City Council:

I hereby recommend the passage of the above order at the meeting of your Council to be held Tuesday, March 3, 2026.

Joshua A Garcia, Mayor

UNDER DISCUSSION:

Councilor Magrath-Smith stated that funding was coming out of Assistant CPO pay line as the position was left vacant, and the goal would go to lines where positions had either been added or regraded, requiring more money to be in the line item.

---> Passed two readings and adopted on a call of the roll of the yeas and nays--Yeas 11--Nays 2 (Greaney, Vacon)--Absent 0.

31. The Committee on Finance to whom was referred an order request our outside auditor provide an update on the status of the 2023 & 2024 audits, in person or by written update as soon as possible.

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

Committee Members:

Patricia Devine
Michael Sullivan
Meg Magrath-Smith

Juan Anderson-Burgos
Nicole Maisonet

UNDER DISCUSSION:

Councilor Devine stated that Councilor Sullivan confirmed with Councilor Vacon that this was complied with.

Councilor Vacon stated that a subsequent order was filed.

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

32. The Committee on Finance to whom was referred an order 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.

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

Committee Members:

Patricia Devine
Michael Sullivan
Meg Magrath-Smith
Juan Anderson-Burgos
Nicole Maisonet

UNDER DISCUSSION:

Councilor Vacon stated that the order was filed prior to payments from the state being resumed, and that the issue had since been resolved.

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

33. The Committee on Finance to whom was referred an order Mayor, Treasurer and other officials named in the DLS letters of 9/22/25 and 10/1/25 provide a status report to the City Council as to the commands imposed by the State relative to unreconciled accounts for Fiscal Years 2023, 2024 and 2025. The letter orders the City to comply no later than 12/1/2025. Here's a direct quote from the 10/1/25 letter (emphasis in the original): PLEASE BE ADVISED THAT you MUST complete all outstanding reconciliations within 60 days of the date of this letter.

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

Committee Members:

Patricia Devine
Michael Sullivan
Meg Magrath-Smith
Juan Anderson-Burgos
Nicole Maisonet

UNDER DISCUSSION:

Councilor Vacon stated that the order was resolved by a letter from a state, as well as a result of the state having found a contractor to help the city reconcile the accounts.

President Murphy-Romboletti stated that she would have an update on the city's regular meetings with the state.

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

(1:14:10)

34. The Committee on Development and Governmental Relations to whom was referred a Special permit for a driveway in a front yard application of Cindy Ely to add a driveway/parking pad at 17 Myrtle Ave (112-00-100) per sec 6.1.8.1

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

Committee Members:

Richard P. Purcell
Michael Sullivan
Mimi Panitch
Nicole Maisonet
Israel Rivera

UNDER DISCUSSION:

Councilor Purcell stated that the applicant submitted drawings of the layout, and the City Engineer approved it.

Councilor Panitch noted that under 9.3 of the zoning ordinances, special permits can be granted after a determination that the benefits would outweigh detriments to the neighborhood based on a list of factors to consider. She then asked if it had been past practice to submit a written determination when approving these special permits.

President Murphy-Romboletti stated that in the past, special permits had been approved with those factors in mind. She then asked for clarification on what the desire was.

Councilor Purcell stated that the committee provided an opportunity for the public to speak and nobody was there to weigh in on it.

Councilor Panitch stated that she would like to hear from Atty Bissonnette on how to proceed. She noted that when she served on the Planning Board, they had a template with a checklist the committee would go through when making their determinations.

Atty Bissonnette stated that there usually had to be specific findings when approving special permits, noting it was most often seen when discussing special permits for cannabis companies. He noted that the applicant had to submit a new drawing to the City Engineer to get approval for the dimensions, and he did

not see that there were other factors that would need to be considered. He then stated that the Council would be free to grant the special permit but noted that the findings would usually be done in committee.

President Murphy-Romboletti suggested that this one was good to go, but the need for findings could be addressed in the future.

Councilor Panitch stated that she would provide a template for future use.

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

35. The Committee on Development and Governmental Relations to whom was referred an order that the City Council invite the Board of Health to a DGR meeting to discuss the vacant building fees and get an update.

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

Committee Members:

Richard P. Purcell
Michael Sullivan
Mimi Panitch
Nicole Maisonet
Israel Rivera

UNDER DISCUSSION:

Councilor Purcell stated that BOH Director, Timothy Rivers, discussed the increase in fees for vacant buildings. He then explained that the increased fees would not begin to be received by the city until the end of the year. He also emphasized that once the new notices began to go out, the department began to see an increase in the number of maintenance plans from the property owners. He also noted that the number of vacant buildings had recently decreased to 120 buildings. He added that the topic of 111 Mosher came up.

Councilor Sullivan stated that the committee would have the department come back for further update in a few months. He noted that there was a disconnect between departments on how this was being done that still needed to be worked on. He also noted that with regard to 111 Mosher, a fee had been waived, and it was still an open question on who waived it. He added that there was a similar concern with the Kmart plaza and some other buildings. He added that the fee schedule was based on square footage.

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

36. The Committee on Development and Governmental Relations to whom was referred an order FFY2026 Community Development Block Grant Applications (Proposal Book), FFY2026 Spreadsheet and Annual Plan Calendar.

have considered the same and Recommended that the CDBG allocation recommendations and HOME funds resolution be adopted.

Committee Members:

Richard P. Purcell
Michael Sullivan
Mimi Panitch
Nicole Maisonet
Israel Rivera

UNDER DISCUSSION:

Councilor Purcell stated that the committee went with the recommendations of the citizens advisory group. He noted they discussed ways to try to spread the money around more to give more organizations a piece of the pie.

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

(1:29:50)

37. The Committee on Charter and Rules to whom was referred an order that the Law Dept review the Charter and previously adopted Special Act to identify any additional changes in order to reflect the recent adoption of the Municipal Modernization Act.

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

Committee Members:

Mimi Panitch
Linda Vacon
Richard P. Purcell

UNDER DISCUSSION:

Councilor Panitch stated that the adoption of the financial package required some changes to the charter to address inconsistencies. She then stated that a few of the items came out of committee for approval, while there were other items that remained in committee for additional questions.

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

38. The Committee on Charter and Rules to whom was referred an order that the Honorable Holyoke City Council petition the Great and General Court of Massachusetts to amend Section 46 of the Holyoke Charter to reflect the residency clause set by ordinance.

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

Committee Members:

Mimi Panitch
Linda Vacon
Richard P. Purcell

UNDER DISCUSSION:

Councilor Vacon raised a point of order, noting that as the items were just taken up by Charter and Rules the previous night and the Council had just received the legal forms earlier that day, they had not had enough time to review them.

President Murphy-Romboletti accepted the point of order.

Councilor Panitch agreed that the body had not had 48 hours to review the legal forms, and any one person objecting required them to be tabled according to the rules.

Motion was made and seconded to lay items 38, 39, and 41 on the table.

---> Laid on the table.

39. The Committee on Charter and Rules to whom was referred an order that the Honorable Holyoke City Council petition the Great and General Court of Massachusetts to amend Section 45 of the Holyoke Charter to reflect the residency clause set by ordinance.

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

Committee Members:

Mimi Panitch
Linda Vacon
Richard P. Purcell

---> Laid on the table.

41. The Committee on Charter and Rules to whom was referred an order that the Honorable Holyoke City Council petition the Great and General Court of Massachusetts to amend Section 6 of the Holyoke Charter to remove all references to the city treasurer.

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

Committee Members:

Mimi Panitch
Linda Vacon
Richard P. Purcell

UNDER DISCUSSION:

Councilor Panitch

---> Laid on the table.

President Murphy-Romboletti stated that items 40, as well as 42 through 46, remained in committee.

ORDERS AND TRANSFERS

(1:34:40)

47. Panitch, Thalheimer: Ordered that representatives of the DPW and Holyoke's Emergency Response team join the Public Safety Committee for an in-depth presentation on the city's snow response protocols, and a lessons-learned analysis based on Holyoke's response to the past two major snow events. This analysis is intended to (1) better inform the public and the Council about the details of how snow removal is managed in the city; (2) correct misunderstandings, if any; (3) provide an opportunity for a public exchange of information among the relevant city departments, the public, and councilors; and (4) provide the Council and the public the information and tools we need to be better partners for our emergency responders and DPW professionals.

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

48. Panitch: Ordered that Council Rule 8(L) be amended to conform to the Council's practice with respect to approval of amendments to said Rules; and further ordered that the Council take such measures as are necessary to affirm that Rules amendments adopted in the past without strict compliance with Rule 8(L) as currently worded shall be deemed to have been validly adopted.

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

49. Panitch: ordered that sections 13 and 24 of the Holyoke Charter be amended as necessary to conform to any changes to Section 22, and to provide that except where otherwise specified by the Charter or by state law, every ordinance shall be considered as adopted by final action by vote of a simple majority of all members of the city council, voting in a recorded roll-call vote.

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

50. Rivera, I. - Order that the honorable city council provide a proclamation to the Holyoke High Wrestling team for their win of the MIAA division III West Wrestling Championship, and in additions that the honorable city council provide Jose Santiago (120 lbs.), Jesus Morales (215 lbs.), and Parker Brunelle (285 lbs) with individual proclamations recognizing their individual championship wins within their divisions.

UNDER DISCUSSION:

Councilor I. Rivera stated that he had to confirm the name of Jose Santiago was accurate. He then stated that the team had just wrestled this weekend for the state championships and he was unsure of the results at the time.

---> Received and Adopted.

51. Rivera, I. - Order that the honorable city council in collaboration with the Mayor create a Lived Experience Committee (LEC) that would assist in advising the city regarding community efforts around topics of Homelessness, Substance Use Disorder, Education and Quality of Life issues. This committee is to be comprised of Holyoke residents hailing from all 7 wards capturing representation from all over the city.

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

52. Rivera, J. - ORDERED: That the Holyoke City Council authorize and approve a six-month pilot program allowing the temporary use of two on-street parking spaces directly in front of 267 High Street to operate as valet parking spaces during business hours.

FURTHER ORDERED: That this pilot program is intended to support accessibility for a senior wellness center providing direct primary care services to individuals aged 55 and older, many of whom experience mobility limitations or other health-related accessibility challenges.

FURTHER ORDERED: That the operation of said valet parking spaces be subject to review and oversight by the appropriate City department(s), including but not limited to the Parking Committee, and comply with any required signage, meter coverage, traffic management, insurance, permitting, or operational conditions deemed necessary by the City.

FURTHER ORDERED: That vehicles utilizing the valet service be parked in the municipal parking lot on Suffolk Street, with applicable parking fees paid, and that the pilot program be evaluated at the conclusion of the six-month period to determine its effectiveness and any impact on surrounding parking availability, traffic flow, and downtown activity.

FURTHER ORDERED: That this matter be referred to the appropriate committee for review and recommendation.

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

53. Rivera, J. - ORDERED: That the Holyoke City Council request the Holyoke Police Department to appear before the appropriate committee to explain the policies, procedures, and enforcement practices related to complaints against property owners who fail to clear snow and ice from sidewalks in accordance with City ordinance.

FURTHER ORDERED: That this matter be referred to the Public Safety Committee for review and discussion, including how repeated complaints are handled when properties have been reported multiple times without compliance.

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

Councilor Greaney stated that there was an ordinance with a fine related to clearing of snow.

President Murphy-Romboletti expressed her understanding was to have a discussion of how the ordinance was enforced.

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

54. Thalheimer -- Invite Tapestry Health to an upcoming Public Safety meeting for a conversation highlighting the work that they are doing in Holyoke, specifically around harm reduction.

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

55. Devine - Ordered that the Charter and Rules committee, Law Department and Parks and Recreation department check if wording in the appropriate Charter section can be changed so that city lifeguards can be given raises.

Councilor Vacon expressed her understanding that their salaries were addressed in the ordinances.

Councilor Devine stated that she was unsure where it should go but noted that someone called her and said that they had never gotten a raise since Pouliot Pool opened.

Councilor Magrath-Smith stated that it came up in the ordinances the last time this came up.

---> Received and referred to the Ordinance Committee. Copy to Law Department.

56. Devine, Sullivan, Anderson-Burgos, Magrath-Smith, Maisonet - Ordered that the city staff attending the Tyler Tech conference in April be requested to come to a Finance Committee meeting to report on

what they learned at the conference.

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

57. Devine- ORDERED: That the Retirement Board conduct a feasibility study to fund Chapter 32 S90, a, c, d for half pay for retirees.

Councilor Vacon asked to confirm that this would just be a request to the Retirement Board as the Council did not have oversight over them.

Councilor Devine confirmed that it was just a request.

Councilor Sullivan suggested referring this to Finance to have a discussion.

---> Received and referred to the Finance Committee. Copy to Retirement Board.

58. Devine-Ordered, that in accordance with M.G.L. Chapter 44 Sec. 53A, the City Council hereby accepts the provisions of the "FY26 RECYCLING DIVIDENDS PROGRAM \$7,800.00, NO MATCH" grant and authorizes the establishment of a Fund or other method appropriate for the accounting of the receipts and expenditures of all resources associated with the administration of said grant.

Sec 2-509 - Grant Reporting

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

To the City Council:

I hereby recommend the passage of the above order at the meeting of your Council to be held Tuesday, March 3, 2026.

Joshua A Garcia, Mayor

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

62. Magrath-Smith - Ordered, that Sec. 54-18. on removal of shopping carts be revised to add that establishments who employ shopping carts must ensure that a locking wheel system is used and that businesses have a responsibility to maintain them/handle removal of carts. Review and revise the existing enforcement structure for carts found off property.

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

63. Magrath-Smith, Ordered - that our winter parking ordinance be revised as necessary for clarity, functionality, and flexibility based on constituent and DPW needs.

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

64. Murphy-Romboletti - Ordered that the St. Patrick's Day Parade Committee and the Ancient Order of Hibernians be invited to the March 17, 2026 meeting to continue the annual tradition of kicking off "green season" and presenting proclamations to the Parade Committee President, their award winners, and to award winners of the AOH.

Parade Committee President - James Wildman
Citizenship Award Winner - Miracle League of Western Massachusetts
Thomas Rohan Award Winner - Tessa President Murphy-Romboletti
Gallivan Award Winner - James Menard
George E. O'Connell Award Winner - D.J. O'Connor
Ladies AOH Lady of the Year Award Winner - Catherine "Kit" Collamore
AOH Man of the Year Award Winner - Jordan Lemieux
AOH Christian Charity Award Winner - Sister Betty Councilor Sullivan
---> Received and Adopted.

LATE FILED ORDERS AND COMMUNICATIONS

(1:49:25)

65. Sullivan, Devine - ORDER: That section 38-73 (a) of the code of ordinances be amended to add the following;

(11) Sounding or permitting the sounding of any signal from any bell, chime, whistle, or similar device, intended primarily for nonemergency purposes from any place, for more than 3 minutes in any 7 day period.

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

66. From Mayor Joshua Garcia, letter appointing Ms. Susan Brouillette of 179 Morgan St. to serve on the Local Historic District Commission. Ms. Brouillette will replace Mr. David Owen and will serve the remainder of his term, expiring July 1, 2028.

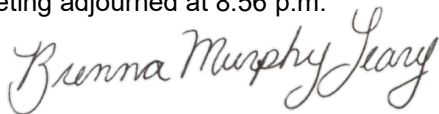
Councilor Anderson-Burgos stated that he heard Mr. Owen had not been appointed to the committee.

President Murphy-Romboletti stated that he was appointed in December.

Councilor Magrath-Smith abstained from voting on this matter.

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

Meeting adjourned at 8:56 p.m.



In City Council, _____, 2026. Adopted on a call of the roll of the yeas ____ and nays ____

The City of Holyoke, through its Honorable City Council and Honorable Mayor hereby petition the Massachusetts General Court to enact legislation to that end of amending the Charter of the City of Holyoke and that said legislation be entitled:

AN ACT TO AMEND THE HOLYOKE CITY CHARTER

And that said act read as follows:

SECTION 1: Section 46 of the Holyoke City Charter shall be amended by deleting the entire section and inserting the following:

“Sec. 46: Officer ceasing to be a resident; conviction of crime.

Any elected office established by or under this act shall become vacant if the incumbent ceases to be a resident of the city. The conviction of the incumbent in any elected or appointed office established by or under this act of a crime punishable by imprisonment shall operate to create a vacancy in the office held by such incumbent.

SECTION 2: The General Court may make clerical or editorial changes of form only to the bill, unless the Mayor and City Council approve amendments before enactment by the General Court. The Mayor and City Council are hereby authorized to approve amendments which shall be within the scope of the general public objectives of this petition.

SECTION 3: This act shall take effect immediately upon passage.

Approved as to form: /s/
Michael D. Bissonnette, Esq.
Assistant City Solicitor

Clerk

Presented to the Mayor for Approval:

City Clerk

Date

Approved:

Mayor

Date

In City Council, _____, 2026. Adopted on a call of the roll of the yeas ____ and nays ____

The City of Holyoke, through its Honorable City Council and Honorable Mayor hereby petition the Massachusetts General Court to enact legislation to that end of amending the Charter of the City of Holyoke and that said legislation be entitled:

AN ACT TO AMEND THE HOLYOKE CITY CHARTER

And that said act read as follows:

SECTION 1: Section 45 of the Holyoke City Charter shall be amended by deleting the entire section and inserting the following:

“Sec. 45 Eligibility to hold office.

No person shall be eligible to any of the elected offices of city government unless they are a citizen and have been a resident of the city for at least two years.”

SECTION 2: The General Court may make clerical or editorial changes of form only to the bill, unless the Mayor and City Council approve amendments before enactment by the General Court. The Mayor and City Council are hereby authorized to approve amendments which shall be within the scope of the general public objectives of this petition.

SECTION 3: This act shall take effect immediately upon passage.

Approved as to form: /s/
Michael D. Bissonnette, Esq.
Assistant City Solicitor

Clerk

Presented to the Mayor for Approval:

City Clerk

Date

Approved:

Mayor

Date

In City Council, _____, 2026. Adopted on a call of the roll of the yeas ____ and nays ____

The City of Holyoke, through its Honorable City Council and Honorable Mayor hereby petition the Massachusetts General Court to enact legislation to that end of amending the Charter of the City of Holyoke and that said legislation be entitled:

AN ACT TO AMEND THE HOLYOKE CITY CHARTER

And that said act read as follows:

SECTION 1: Section 6 of the City of Holyoke Charter shall be amended by deleting the references to the city treasurer and replacing it in full with the following):

“Sec. 6. - Election of city officials; failure to elect; vacancies; disability of clerk.

At such municipal election the qualified voters shall give in their votes by ballot for mayor, city clerk, members of the city council and of the school committee, or of such of them as are to be elected, and the person receiving the highest number of votes for any office shall be deemed and declared to be elected to such office, and whenever two or more persons are to be elected to the same office the several persons, up to the number required to be chosen, receiving the highest number of votes shall be deemed and declared to be elected. If it shall appear that there is no choice of a mayor, or if the person elected mayor shall refuse to accept the office, or shall die before qualifying, or if a vacancy in said office shall occur more than six months previous to the expiration of the municipal year, the city council shall forthwith call meetings for a new election, and the same proceedings shall be had in all respects as hereinbefore provided for the election of a mayor, and shall be repeated until the election of a mayor is completed. If the full number of members of the city council has not been elected, or if a vacancy in the office of councilor shall occur more than six months previous to the expiration of the municipal year, the city council may forthwith elect a person to fill such vacancy until the next election . In case a vacancy in the office of mayor shall occur within the six months previous to the expiration of the municipal year the city council may in its discretion call meetings for the holding of a new election as aforesaid to fill such vacancy. In case of a vacancy in the office of city clerk, the city council shall elect a city clerk to fill such vacancy until the next municipal year; and in case of any disability in the city clerk to perform the duties required by this act or by law, the city council shall elect a city clerk pro tempore. In each of such cases the city clerk shall be sworn and shall perform such duties..”

SECTION 2: The General Court may make clerical or editorial changes of form only to the bill, unless the Mayor and City Council approve amendments before enactment by the General Court. The Mayor and City Council are hereby authorized to approve amendments which shall be within the scope of the general public objectives of this petition.

SECTION 3: This act shall take effect immediately upon passage.

Approved as to form: /s/
Michael D. Bissonnette, Esq.
Assistant City Solicitor

Clerk

Presented to the Mayor for Approval:

City Clerk

Date

Approved:

Mayor

Date



City of Holyoke,
Massachusetts

Birthplace of Volleyball

Brenna Leary <learyb@holyoke.org>

Fwd: Noise Ordinance - communication for CC

Joshua Garcia <garciaj@holyoke.org>
To: Brenna Leary <learyb@holyoke.org>

Fri, Mar 13, 2026 at 9:10 AM

FYI - communication for agenda.

Joshua A. Garcia, MPA
Mayor, City of Holyoke

Holyoke City Hall
536 Dwight Street, Rm #1
Holyoke, MA 01040
Office: 413-561-1600

www.holyoke.org

www.exploreholyoke.com

----- Forwarded message -----

From: **Joshua Garcia** <garciaj@holyoke.org>

Date: Fri, Mar 13, 2026 at 8:48 AM

Subject: Noise Ordinance - communication for CC

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

Cc: David Pratt <chiefofpolice@holyokepd.org>, Lisa Ball <balll@holyoke.org>

Hello Madam President and members of the Council,

Over the past several weeks, the City has received significant attention and community feedback regarding the air raid siren located at the Warehouse?. After reviewing the matter, the City determined that the use of the siren is in conflict with our local noise ordinances. As a result, the City issued a cease and desist order in order to ensure compliance with our municipal laws.

Since that action, a new response has emerged in the community. Individuals gathering in vehicles near the area to sound their car horns in solidarity with the siren. While I recognize that this action is meant to demonstrate community passion and support for a local tradition, it unfortunately creates another conflict with our existing ordinances.

Under Section 38-73 of the Holyoke Code of Ordinances, the sounding of horns while a vehicle is stationary—except as a danger signal—is specifically prohibited. The ordinance states that the sounding of any horn or signal device while stationary, or for an unnecessary period of time, is considered a loud, disturbing, and unnecessary noise. Violations are subject to fines beginning at \$100 for a first offense, with increased penalties for repeat violations.

I want to be clear. I understand the passion that residents feel about this issue. The siren has become a symbol to some members of the community, and the response we are seeing reflects that sentiment. However, I am concerned that we are beginning set the community against one another. Selectively enforcing or ignoring the laws risks creating a situation that none of us want, one where the rules that help our community coexist begin to lose their meaning.

As unusual as this situation may sound, the fact remains that the law is our guiding beacon for how we live together as a community. The City has an obligation to enforce the ordinances that are currently in place.

For that reason, I strongly urge the City Council to come together and review this matter with urgency. If there is interest in preserving this tradition in a way that aligns with community values, then the appropriate path forward is

through the legislative process by discussing potential amendments, clarifications, or solutions within the law itself. Until then, unfortunately, I have to direct the staff to enforce the ordinance. I know this will only create more attention, but I didn't run for Mayor to be popular.

My administration stands ready to work collaboratively with the Council to explore a reasonable and lawful path forward that respects both community traditions and the rule of law.

Thank you for your attention to this matter and for your continued commitment to serving the residents of Holyoke.

Joshua A. Garcia, MPA
Mayor, City of Holyoke

Holyoke City Hall
536 Dwight Street, Rm #1
Holyoke, MA 01040
Office: 413-561-1600

www.holyoke.org
www.exploreholyokey.com

CITY OF HOLYOKE
TOP 100 SALARIES 2025

	Name	Employee Gross	Dept
1	JOHN F MONAGHAN	\$ 263,471.12	POLICE
2	ISAIAS CRUZ	\$ 245,259.80	POLICE
3	ANDREW D DINAPOLI	\$ 239,995.86	POLICE
4	MANUEL RIVERA	\$ 213,997.66	POLICE
5	PATRICK T LEAHY	\$ 207,203.68	POLICE
6	JAMES J BARTOLOMEI	\$ 202,741.79	POLICE
7	BRIAN K KEENAN	\$ 199,024.61	POLICE
8	MARK H HARRISON	\$ 188,536.10	POLICE
9	CHARLES P MONFETT	\$ 184,887.22	POLICE
10	JORGE MONSALVE	\$ 178,726.78	POLICE
11	MATTHEW T WELCH	\$ 178,029.27	POLICE
12	MARK W FORTIN	\$ 176,387.86	FIRE
13	JEFFREY J JONIEC	\$ 172,119.54	POLICE
14	JOHN D KADLEWICZ	\$ 170,746.81	FIRE
15	JOSEPH H WILSON	\$ 168,023.71	POLICE
16	LIAM GLASHEEN	\$ 157,955.59	POLICE
17	DANIEL F REARDON	\$ 156,193.53	POLICE
18	MATTHEW S ERNST	\$ 153,170.79	FIRE
19	KEVIN D CAVAGNAC	\$ 149,664.79	FIRE
20	PATRICIA ALICEA	\$ 147,781.64	POLICE
21	PHILIP J EVANS	\$ 146,373.67	POLICE
22	JUAN E CRUZ	\$ 146,131.49	POLICE
23	DAVID L REX JR	\$ 145,764.90	FIRE
24	DUSTIN P SUMMERS	\$ 141,148.37	POLICE
25	ETHAN LEDOUX	\$ 139,795.77	FIRE
26	ANTHONY V CERRUTI	\$ 139,492.80	FIRE
27	JOSHUA I SALAS	\$ 139,139.90	POLICE
28	KIRK R KRAUSE	\$ 138,884.32	FIRE
29	ASHLEY N FELICIANO	\$ 138,593.58	POLICE
30	TROY M COPELAND	\$ 137,630.47	POLICE
31	MICHAEL E MCMAHON	\$ 137,251.68	POLICE
32	JOSEPH N ZURHEIDE	\$ 136,886.76	POLICE
33	MICHAEL T DUNN	\$ 136,337.60	POLICE
34	ANTHONY C SOTOLOTTO	\$ 136,173.69	POLICE
35	SAMUEL DELVALLE JR.	\$ 134,801.76	POLICE
36	MICHAEL R WHELIHAN	\$ 134,484.29	POLICE
37	PHILIP J MCKAY JR	\$ 133,912.35	POLICE

CITY OF HOLYOKE
TOP 100 SALARIES 2025

38	MARK J GUBALA	\$	132,980.08	POLICE
39	MICHAEL J ROHAN	\$	130,960.28	FIRE
40	GUILLERMO O DIAZ	\$	128,309.29	POLICE
41	NATHAN D COTE	\$	128,252.49	POLICE
42	EDWARD GUERRERO	\$	128,007.96	POLICE
43	GABRIEL PEREZ	\$	127,819.62	POLICE
44	XIADAMIR MORALES	\$	127,589.86	POLICE
45	RAYMOND L ORTIZ	\$	127,464.31	FIRE
46	CURTIS CARTER	\$	126,398.07	FIRE
47	JAMES A CADIGAN	\$	125,712.39	FIRE
48	ALICIA M ZOELLER	\$	124,908.95	OCD
49	JENNIFER L SATTLER	\$	124,751.42	POLICE
50	JOHN TWOHIG	\$	124,566.56	DPW
51	BRENDAN M LEAHY	\$	124,056.20	POLICE
52	ANTHONY M BRACH	\$	123,091.70	POLICE
53	CHRISTOPHER BUTLER	\$	122,626.40	FIRE
54	BRENDAN J BOYLE	\$	121,847.82	POLICE
55	JESSICA L ROY	\$	121,625.89	POLICE
56	EDWIN A RODRIGUEZ	\$	120,039.17	FIRE
57	PHILIP B KRAUS	\$	119,859.74	FIRE
58	JUSTO PAGAN IV	\$	119,809.22	POLICE
59	NIGEL ASTWOOD	\$	119,331.23	POLICE
60	JABET LOPEZ	\$	118,521.80	POLICE
61	KEVIN D MCDONNELL	\$	117,786.78	FIRE
62	SEAN A SYLVESTER	\$	117,376.30	FIRE
63	ROBERT J SHAW II	\$	116,800.24	POLICE
64	MATTHEW J SOKOP	\$	115,856.69	ENG
65	ERIK J MARTIN	\$	115,443.23	POLICE
66	ROBERT J WELLER	\$	114,522.80	FIRE
67	ANDREW M BARSALOU	\$	113,919.13	FIRE
68	LUIZ IZQUIERDO	\$	113,005.29	FIRE
69	MARIA V PELCHAR	\$	112,996.89	FIRE
70	BRIAN SUMMERS	\$	112,502.22	POLICE
71	MICHAEL R BOUCHER	\$	111,413.16	FIRE
72	MANUEL A RIVERA	\$	111,049.77	POLICE
73	TIMOTHY D SKWIRA	\$	110,960.55	POLICE
74	JAMES M DUNN	\$	110,830.47	POLICE
75	DAVID SEIDEL	\$	110,712.91	POLICE

CITY OF HOLYOKE
TOP 100 SALARIES 2025

76	MATTHEW WOLANCZYK	\$	110,288.35	FIRE
77	GENESIS SAENZ	\$	110,072.52	POLICE
78	SHEILA RODRIGUEZ	\$	109,956.43	POLICE
79	LISA A BALL	\$	109,337.15	LAW
80	STEFAN M MATUSKO	\$	108,938.73	FIRE
81	GIOVANNI ABELLA	\$	108,163.50	POLICE
82	FRANCISCO D RIVERA	\$	107,552.12	FIRE
83	KEITH M HOLBROOK	\$	107,409.43	POLICE
84	ERIC M RODRIGUEZ	\$	107,303.05	POLICE
85	ABELARDO BARTA	\$	106,263.34	POLICE
86	BROOKS L FRANCIS	\$	106,226.38	FIRE
87	JOHNATHAN P ORTIZ	\$	105,699.47	POLICE
88	WILLIAM I LEBRUN	\$	105,504.21	POLICE
89	LUIS RIVERA	\$	105,049.65	POLICE
90	MICHAEL R EVERETT	\$	104,602.54	POLICE
91	JAMES KENNEDY	\$	102,800.74	POLICE
92	THOMAS R SPAFFORD	\$	102,694.49	POLICE
93	JOHN VEIT	\$	102,589.94	POLICE
94	SHAWN R MCNULTY	\$	102,339.76	FIRE
95	DEREK R MARTINELLI	\$	102,295.13	FIRE
96	JOSE L MILLAN	\$	101,364.09	POLICE
97	KEVIN P WHALEN	\$	101,276.66	POLICE
98	KEVIN M DANSEREAU	\$	101,071.54	FIRE
99	MATTHEW J GOULDING	\$	100,323.24	POLICE
100	JOHN R WAGNER	\$	99,720.19	POLICE

HOLYOKE ELECTED OFFICIALS 2025 SALARIES

Name	Employee Gross	Office
JOSHUA A GARCIA	\$ 102,589.71	MAYOR
BRENNA E MURPHY-LEARY	\$ 92,219.68	CLERK
RORY P CASEY	\$ 89,926.48	TREASURER
TESSA MURPHY-ROMBOLETTI	\$ 11,000.04	CITY COUNCIL
PATRICIA C DEVINE	\$ 10,000.00	CITY COUNCIL
HOWARD B GREANEY	\$ 10,000.00	CITY COUNCIL
LINDA VACON	\$ 10,000.00	CITY COUNCIL
DAVID K BARTLEY	\$ 10,000.00	CITY COUNCIL
MICHAEL J SULLIVAN	\$ 10,000.00	CITY COUNCIL
JUAN C ANDERSON-BURGOS	\$ 10,000.00	CITY COUNCIL
KEVIN A JOURDAIN	\$ 10,000.00	CITY COUNCIL
ISRAEL RIVERA	\$ 10,000.00	CITY COUNCIL
KOCAYNE S GIVNER	\$ 10,000.00	CITY COUNCIL
CARMEN OCASIO	\$ 10,000.00	CITY COUNCIL
MEAGAN MAGRATH-SMITH	\$ 10,000.00	CITY COUNCIL
JENNY RIVERA	\$ 10,000.00	CITY COUNCIL
GLADYS LEBRON-MARTINEZ	\$ 5,000.00	SCHOOL COMMITTEE
DEVIN M SHEEHAN	\$ 5,000.00	SCHOOL COMMITTEE
ELEANOR M WILSON	\$ 5,000.00	SCHOOL COMMITTEE
MILDRED I LEFEBVRE	\$ 5,000.00	SCHOOL COMMITTEE
ROSALEE T WILLIAMS	\$ 5,000.00	SCHOOL COMMITTEE
JOHN G WHELIHAN	\$ 5,000.00	SCHOOL COMMITTEE
DR. YADILETTE RIVERA-COLON	\$ 5,000.00	SCHOOL COMMITTEE
ORLANDO ISAZA	\$ 5,000.00	SCHOOL COMMITTEE
WILLIAM COLLAMORE	\$ 5,000.00	SCHOOL COMMITTEE

HOLYOKE PUBLIC SCHOOLS
TOP 100 SALARIES 2025

	Name	Employee Gross	Work Location
1	ERIN L LINVILLE	\$ 165,503.89	ADMINISTRATION
2	LORI A MCKENNA	\$ 154,761.25	HOLYOKE HIGH
3	JACQUELINE GLASHEEN	\$ 154,566.87	ADMINISTRATION
4	MARIANNE CURRIER	\$ 153,314.10	ADMINISTRATION
5	REBECCA A THOMPSON	\$ 145,141.97	ADMINISTRATION
6	BETH A GAGE	\$ 140,269.41	ADMINISTRATION
7	SARITA GRAVELINE	\$ 137,914.88	ADMINISTRATION
8	MICHELLE C COOPER COX	\$ 133,760.14	DEAN HIGH
9	STEVEN W MOGUEL	\$ 133,710.52	ADMINISTRATION
10	MARC V SWYGERT	\$ 133,705.57	DONAHUE
11	KATHERINE M BOURQUE	\$ 132,495.41	LAWRENCE
12	SACHA GARCIA-MAILLOUX	\$ 131,208.39	MORGAN
13	AMY W BURKE	\$ 128,707.16	EN WHITE
14	RUE D RATRAY	\$ 126,044.85	SULLIVAN
15	AARON K MORRIS	\$ 125,833.12	KELLY
16	ANDREA L SALVAS	\$ 125,683.39	ADMINISTRATION
17	KARYN L MCDERMOTT	\$ 124,337.35	MCMAHON
18	JENNY C MALAVE	\$ 123,351.27	ADMINISTRATION
19	KEVIN T MCGRATH	\$ 121,693.20	PECK
20	ROSEANNE E CARACCILO	\$ 121,338.92	DEAN HIGH
21	SEAN MANGANO	\$ 120,156.58	ADMINISTRATION
22	CHRISTINA M ELMAN	\$ 117,722.40	ADMINISTRATION
23	CYNTHIA A CARBONE	\$ 117,567.87	CENTRAL SUPPLY
24	PHELIPE JOHNSON	\$ 117,102.68	SUCCESS CENTER
25	ALESSANDRA A GRAZIANI	\$ 115,594.02	KELLY
26	JENNIFER L ALBURY	\$ 115,523.87	ADMINISTRATION
27	JOEL D MCAULIFFE	\$ 113,442.57	DEAN HIGH
28	ANTHONY W SOTO	\$ 112,900.48	ADMINISTRATION
29	RYAN W CARRIE	\$ 112,115.67	MORGAN
30	TAMMY SEYMOUR	\$ 110,664.96	ADMINISTRATION
31	CAROLYN M MONTEIRO	\$ 108,637.44	HOLYOKE HIGH
32	ERIC LEVINE	\$ 107,930.69	ADMINISTRATION
33	REBECCA L LAMB	\$ 107,723.27	ADMINISTRATION
34	THOMAS DROHAN	\$ 106,499.33	DONAHUE
35	MELANIE M MARTIN	\$ 105,944.43	HOLYOKE HIGH
36	MARY CIEPLIK	\$ 104,778.91	LAWRENCE
37	JENNIE OESTERREICHER	\$ 104,447.93	HOLYOKE HIGH
38	NISSETTE GONZALEZ	\$ 104,445.28	HOLYOKE HIGH

HOLYOKE PUBLIC SCHOOLS
TOP 100 SALARIES 2025

39	YARALIZ SOTO	\$	104,159.88	ADMINISTRATION
40	LAURA A ESPINOZA-MUFSON	\$	104,137.00	ADMINISTRATION
41	VINCENT A SILANO	\$	103,526.14	DEAN HIGH
42	AMY A ROQUE	\$	103,095.79	MORGAN
43	SHEILA S FALLON	\$	101,219.89	HOLYOKE HIGH
44	JESSICA L BRESNAHAN	\$	99,319.01	MORGAN
45	CECILY C SELDEN	\$	98,822.72	MORGAN
46	ANGELA STEWARD	\$	98,374.31	HOLYOKE HIGH
47	BEVAN A BRUNELLE	\$	98,366.40	HOLYOKE HIGH
48	KATHLEEN PLASSE	\$	98,229.14	MCMAHON
49	MICHAEL G COTTO	\$	97,977.83	HOLYOKE HIGH
50	MAUREEN R DUNN	\$	97,831.67	MCMAHON
51	CAITLIN A ROSAZZA	\$	97,603.31	ADMINISTRATION
52	KATELYN K FENN	\$	97,523.96	HOLYOKE HIGH
53	IVETTE COLLAZO-RODRIGUEZ	\$	97,503.14	ADMINISTRATION
54	MARK TODD	\$	97,142.14	HOLYOKE HIGH
55	CYNTHIA GERENA	\$	97,132.64	KELLY
56	MELINA PALUMBO	\$	96,750.69	DONAHUE
57	OSMAR S PROSPERE MORALES	\$	96,594.35	EN WHITE
58	ARRIN B BREWER BARNES	\$	96,555.66	PECK
59	JOSE M LOPEZ	\$	96,531.54	ADMINISTRATION
60	GISELLE M ROJAS	\$	96,312.40	ADMINISTRATION
61	JULIE GRIFFIN PLUTA	\$	96,292.37	MORGAN
62	KELLEN M MATTHEWS	\$	96,207.18	EN WHITE
63	TAMARA L LINDSKOG	\$	95,895.62	DEAN HIGH
64	LYNN M BECHARD	\$	95,857.89	HOLYOKE HIGH
65	MALGORZATA MURRAY	\$	95,620.57	HOLYOKE HIGH
66	MARY L MCANDREW	\$	95,539.99	KELLY
67	KARISSA CARABALLO	\$	95,442.19	ADMINISTRATION
68	JESSICA DENNIS	\$	95,326.71	HOLYOKE HIGH
69	AMY L PIEDRA	\$	94,936.15	EN WHITE
70	LORIE BANKS	\$	94,682.32	SULLIVAN
71	KAYLEIGH M WEIDLER	\$	94,642.32	DEAN HIGH
72	MILITZA SEMIDEI	\$	94,623.80	EN WHITE
73	KIMBERLY KISIEL	\$	94,430.71	EN WHITE
74	MAYRA A RODRIGUEZ CHERNIACK	\$	94,359.23	DEAN HIGH
75	MARY M WRIGHT	\$	94,304.35	DONAHUE
76	LAURA A CHIARAVALLOTI	\$	94,178.66	PECK
77	LINDSAY C SLABICH	\$	94,139.09	SULLIVAN

HOLYOKE PUBLIC SCHOOLS
TOP 100 SALARIES 2025

78	GERALD LANE	\$	93,985.46	HOLYOKE HIGH
79	ALEXIS J FINN	\$	93,955.36	PECK
80	NICOLE D FISHER	\$	93,947.37	DONAHUE
81	STACI G WONG	\$	93,918.33	ADMINISTRATION
82	WENDY WILLIAMS	\$	93,646.43	DONAHUE
83	ANDREA M LAUZIER	\$	93,554.48	ADMINISTRATION
84	SEAN P SHEEDY	\$	93,363.68	CENTRAL SUPPLY
85	JULIE DIAZ	\$	92,880.66	LAWRENCE
86	CATHERINE HOURIHAN	\$	92,880.46	LAWRENCE
87	DANIEL P CAVANAUGH	\$	92,851.35	DONAHUE
88	NEAL J TEAGUE	\$	92,807.35	ADMINISTRATION
89	CAROLINE CASEY	\$	92,599.77	ADMINISTRATION
90	JESSICA E MAJKOWSKI	\$	92,542.36	MORGAN
91	DENICE ORTIZ	\$	92,303.99	DONAHUE
92	SASKIA I FABRICANT	\$	92,060.01	HOLYOKE HIGH
93	ANDREA M LUBOLD	\$	91,950.37	HOLYOKE HIGH
94	ALISSA P FONTAINE	\$	91,816.90	MORGAN
95	ERIK S SPRACKLIN	\$	91,729.84	MCCMAHON
96	NICOLE M MCNEIL	\$	91,714.29	SUCCESS CENTER
97	PATRICK O BRITTON	\$	91,642.36	ADMINISTRATION
98	MARIA M NEGRONI	\$	91,628.18	SULLIVAN
99	MARITZA RIVERA FREYTES	\$	91,617.33	SULLIVAN
100	JESSICA OLIVARES	\$	91,613.70	SULLIVAN



LOCAL 1459

AGREEMENT

BETWEEN

**THE BOARD OF PUBLIC WORKS
OF THE CITY OF HOLYOKE, MASSACHUSETTS**

AND

**UNITED FOOD AND COMMERCIAL WORKERS,
LOCAL 1459**

JULY 1, 2025 - JUNE 30, 2028

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AGREEMENT

THIS AGREEMENT is made and entered into at Holyoke, Massachusetts, by and between the City of Holyoke, Massachusetts, hereinafter designated and referred to as the City and United Food and Commercial Workers, Local 1459, AFL-CIO, hereinafter designated and referred to as the Union which is an employee organization acting as the agent of the employees in the bargaining unit described in Section 1 of Article Two in this Agreement hereinafter designated and referred to as the employees. The Board of Public Works and Department of Public Works of the City of Holyoke will be designated and referred to as the Board and the Department, respectively.

ARTICLE 1 - PREAMBLE

Section 1. **PURPOSE.** Recognizing that the establishment and maintenance of the highest possible performance and service standards are essential to the community and the National interest and that the legitimate and mutual interests of the employees and the residents of the City of Holyoke are directly related to the quality and efficiency of the facilities operated and the services provided by the City, it is the intent and purpose of this Agreement to provide orderly collective bargaining relations among the City, the Union, and the employees, to provide procedure in the manner and to the extent provided in this Agreement for the prompt, professional and peaceful adjustment of disputes or differences which might arise from time to time, to provide for the implementation of the rights and benefits of the employees as described in this Agreement, to promote the employer and employee's recognition of mutual dignity and respect for one another, to provide for the performance of work by the employees in a conscientious and skillful manner which will further efficiency and economy of operation and quality of performance and to assure the continuity of the operations, facilities and services under the jurisdiction of the City.

Section 2. **COOPERATION AGREEMENT.** Each of the parties to this Agreement agrees that it is the duty of the City, the Union, and the employees to cooperate fully, faithfully, individually and collectively in the observance of the provisions of this Agreement. In recognition of the principle of a fair day's work for a fair day's pay and for the purpose of improving efficiency in the administration of the facilities operated and the services provided by the City, each employee pledges that he/she will cooperate with the City in conserving materials, tools, equipment and other property, aiding and encouraging reliable attendance and in complying with the policies, procedures, regulations and standards prescribed by the City.

Section 3. **CITY'S AGENT.** Except when the Union is notified otherwise, in writing, the City designates the ~~Director General Superintendent~~ of Public Works as the Agent of the City with respect to all matters pertaining to the administration of the provision of this Agreement.

ARTICLE 2 - UNION RECOGNITION

Section 1. **EMPLOYEES COVERED.** Subject to the terms and provisions hereinafter provided and in accordance with the provisions of Chapter 31 and of Chapter 149 of the General Laws of The Commonwealth of Massachusetts, the City, during the terms of and to the extent provided in this Agreement recognizes the Union as the exclusive collective bargaining representative with respect to wages, hours and conditions of employment for all employees

employed by the City in the bargaining unit consisting of all the former Parks and Recreation non-supervisory, managerial or confidential employees and permanent and temporary employees in its Department of Public Works excluding the Members of the Board, the Office Manager, Administrative Employees, Office and Clerical Employees, Emergency Employees, the ~~Director General Superintendent~~ of Public Works, Assistant ~~Director Superintendent~~ of Public Works, the Supervisor of Waste Disposal and Sewage Treatment, the Superintendent of Outdoor Work, the Supervisor of Public Buildings, the City Forester, Foremen, and all other employees of the City of Holyoke.

ARTICLE 3 - USE OF NON-UNION DEPARTMENT PERSONNEL.

Section 1. Nothing in this Agreement shall limit or restrict the right of the employees not included in the bargaining unit as provided in Section 1 above, except Foremen or Professional Engineers or Professional Technicians employed by the Board or engaged professionally and the members of their respective staffs from performing for or on behalf of the City or the Board of Public Works, such work incidental to their normal functions and responsibilities as they consider necessary or advisable.

Section 2. **FOREMEN.** Foremen shall not perform full-time work normally performed by employees in the bargaining unit except under the following circumstances:

1. Emergencies
2. Unusual absence of employees
3. Unusual or unexpected service requirements
4. Training

ARTICLE 4 - UNION STEWARDS

Section 1. **DESIGNATION.** The Union agrees to deal with the City with respect to the provisions of this Agreement through its President, Vice President, or the President's designee. The Union shall promptly notify the Board, in writing, of any changes in the identity of its Officers. The Union may designate in writing to the Employer a total of three employees to serve as Union Stewards and one to serve as an alternate Union Steward to handle grievances and inter Union business.

Section 2. **PROCEDURE.** The Board will, upon request by the Union, make reasonable arrangements for the Union Stewards to discharge their responsibilities under the provision of this Agreement during working hours, and on the premises, under the control or supervision of the Board. The Union Stewards shall be allowed one (1) day off with pay per calendar year to attend the Local Union's Annual Stewards Seminar.

ARTICLE 5 - UNION MEMBERS AND PAYROLL DEDUCTION

Section 1. The City agrees to deduct initiation fees, and regular dues, as established from time to time by the Union, from the bi-weekly paycheck of each employee who authorizes such deductions, in writing on a form authorized by the law. Monies so deducted will be forwarded to the Union monthly (end of the month) together with a list of employees from

whom such deductions were made and the last four digits of each such employee's social security number and date of hire.

Section 2. The City agrees to notify the Union in writing within thirty (30) day period of all newly hired employees, their shift and classification and also dates of termination. The City agrees to forward to the Union a copy of a completed checkoff authorization form for each new hire who has completed one at the end of each month. The Employee shall be provided a dues checkoff form upon hire.

Section 3. The Union shall indemnify and save the City harmless from any form of liability or damages that may arise out of complying with any of the provisions of this Article.

ARTICLE 6 - MANAGEMENT RIGHTS

The Union and the employees agree that the responsibility and the right to operate and manage the business and the affairs of the Department, the right to select and direct the working forces and the right to control, direct, discontinue and change the use of its properties, equipment, facilities, services and supplies are vested exclusively in the City. These rights include, by way of illustration and without being limited to the right to control, determine and change the manner and the extent to which the properties and facilities under the control or supervision of the City or of the Board shall be operated, located, increased, decreased or discontinued; to organize the supervisory staff and the employees and to establish, change and discontinue their duties and work area assignments including the right to introduce, operate, change and discontinue experimental and new facilities, methods, operations, programs, processes, services and techniques; to control, determine and change operating, overtime, emergency, experimental, training and working assignments and schedules; to determine, control and change all matters pertaining to financial policies, accounting procedures, public relations and the organization of the management staff and the working force; to select, test, train and determine the ability and the qualifications of the employees; to obtain from any source and to contract and subcontract for materials, services, supplies and equipment; to determine, control and change the extent of and the methods used in furnishing services to the residents of the City of Holyoke; to employ, assign, lay off, transfer, and promote employees, to discipline, suspend or dismiss employees in the manner provided by law and to limit Union activities, the distribution of literature and solicitation for money or other purposes during working hours and on the premises under the control or supervision of the City; to determine, establish and make changes in job descriptions and standards, frequency and standards of inspection, the size of the work force and the number of days and hours in the work day and the work week for some or all of the employees; to establish, distribute, modify and enforce policies, rules and regulations governing employee conduct, the use of facilities, operating procedures and health and safety.

Safety regulations and to investigate all matters relating to or affecting the operations of the Department, employee conduct and public relations; to control, determine, establish and change facilities and services on the premises under the control or supervision of the City for the use or benefit of the employees; to control, determine, establish and change standards for leave of absence and to determine, establish and change any form of employee benefits in excess of and in addition to those provided in this Agreement; to determine, change and discontinue operating practices; to maintain discipline and order and to maintain and improve efficiency within its

operations and facilities and all other rights pertaining to the operation and management of the business and the affairs of the Department and the establishment and change of conditions of employment not specifically given in this Agreement to the Union or to the employees provided, however, that none of these rights shall be exercised by the City contrary to any specific provision of this Agreement. The failure by the City to exercise any of the rights as provided in this Paragraph shall not be construed as a waiver of these rights. The provisions of this Agreement shall not be construed to constitute a waiver of or any restriction upon the inherent and legal right of the City and of the Board to control, direct, manage and make changes in the operations and the affairs of the Department. Except when such action by the City or by the Board is contrary to a specific provision of this Agreement, the exercise by the City or by the Board of the rights as provided in this Paragraph shall not be subject to the provisions of Article Sixteen.

ARTICLE 7 - CONTINUITY OF OPERATIONS

Section 1. **GENERALLY.** The Union and the employees agree that they will not for any reason, including an alleged prohibited practice, directly or indirectly assist, authorize, cause, condone, encourage, induce, finance, permit, sanction, sponsor, support, threaten or participate in any strike, walkout, sit-down, slowdown, picketing (other than informational), work stoppage, refusal to work, withholding of services or any other direct or indirect interruption of or interference with the operations, services or any of the functions of the Board, the City or the Department. During the period of negotiations between the Union and the City, including mediation, fact finding and any other statutory impasse procedures, said negotiations shall be conducted without threats of sanctions or strikes by the City or by the Union.

Section 2. **CONSEQUENCES.** No grievance or other dispute shall be taken up for discussion and settlement by the City and the Union until all such violations have been terminated and the breach of any of the provisions of Article Seven shall at the option of the City terminate the obligation of the City to arbitrate a dispute underlying the breach. Any employee or employees who engage or participate in any of the prohibited conduct described in Section 1 shall be subject to disciplinary action, including reprimand, suspension and discharge and such action if taken by the City shall not be subject to the provisions of Article Sixteen except as to the question whether the employee or employees who were disciplined or discharged did in fact participate in or encourage or were responsible for the violation of the provisions of Section 1. In addition to any other liability, remedy, or right provided in this Agreement or by applicable law or statute, in the event that any employee or employees engage or participate in any of the prohibited conduct described in Section 1., the Union shall promptly, forthwith and without delay:

- (a) Publicly disavow such action by the employee or employees;
- (b) Advise the City in writing that such action by the employee or employees has not been called or sanctioned by the Union;
- (c) Notify the employee or employees in writing of the disapproval of such action by the Union and instruct such employee or employees to cease such action, to return to work immediately, and to comply promptly with the provisions of this Article; and,
- (d) Post a notice on the Union Bulletin Board stating that the Union disapproves such action by the employee or employees and instructing the employee or employees to cease such

action, to return to work immediately, and to comply promptly with the provisions of this Article.

The Union agrees that it will support and assist the City in maintaining the continuity of the normal and usual services of the Department.

Section 3. **LEGAL ACTION.** In the event that any employee or employees engage or participate in any of the prohibited conduct described in Section 1. A, the City or the Board shall have the unqualified right to institute and pursue legal action to enjoin the continuance of said prohibited conduct and for other relief or remedies. The Union agrees that such legal action, if initiated or pursued by the City or by the Board shall not be deferred to arbitration, nor shall such legal action be construed or deemed to be a waiver of such other rights or remedies as may be available to the City or to the Board under the provisions of this Agreement or under the provisions of law.

ARTICLE 8 - NON-DISCRIMINATION

The Board and the Union agree there shall be no unlawful discrimination, unlawful harassment or unlawful retaliation against any employee or application of the provisions of this Agreement on the basis of race, color, religion, national origin, ancestry, sex, gender identity, pregnancy, pregnancy-related condition, age disability, sexual orientation, genetics, or any other characteristic protected by law. Employees having a complaint of unlawful harassment, unlawful discrimination or unlawful retaliation will follow the Employer's policy regarding the filing or initiation of complaints. All claims of discrimination in violation of this Agreement or of this Section may be subject to the grievance and arbitration procedure (Article 15). Arbitrators shall apply appropriate law in rendering decisions based upon claims of unlawful discrimination, unlawful harassment or unlawful retaliation.

ARTICLE 9 - PROBATIONARY PERIOD

The first six (6) months of actual work by a new employee ~~taken off a permanent Civil Service List~~ in the bargaining unit shall constitute such employee's trial period during which no layoff, suspension, change of assignment, discipline or discharge with respect to such employee shall be construed as a violation of any of the provisions of this Agreement or cause for or subject to the grievance procedure or to arbitration as provided in Article Sixteen. The City can request an additional one (1) month probationary period for an employee who is not meeting work expectations, which shall not be unreasonably denied by the Union.~~After six (6) months, if the employee's performance has been satisfactory to the Board, the Board shall immediately take steps to have said employee made permanent by Civil Service.~~

ARTICLE 10 - HOURS AND OVERTIME

Section 1. **WORK WEEK.** For payroll purposes only, the work week shall begin at 4:00 p.m. on Friday and shall end at 4:00 p.m. the following Friday. The workday shall begin at 12:00 a.m. and end at 11:59 p.m. The regular work day for full-time employees is eight (8) consecutive hours per day, forty (40) hours per week inclusive of a meal period. The regular work week shall consist of five (5) days Monday through Friday, except for employees on rotating shifts and employees in departmental schedules which differ from standard Monday through Friday type schedule. Employees whose work shift is from 7:00 a.m. to 3:00 p.m., 3:00 p.m. to 11:00 p.m. and 11:00 p.m. to 7:00 a.m. shall include a thirty (30) minute "spot lunch" meal period. Said meal period shall be

taken at a time convenient to the supervisor and shall be approximately thirty (30) minutes in length. The hours of work and the provisions for a meal period for the employees of the Department as provided in this Article shall include and apply to other employees of the Department who relieve or substitute for an employee unusually assigned to the work described in this Article. Trash and recycling vehicles will not leave the DPW until 7:15 a.m. Employees will conduct a daily vehicle safety check, including but not limited to ensuring that all required equipment is in the vehicle, from 7:00 a.m. until 7:15 a.m. A flashlight and/or adequate lighting will be provided for said purpose. All employees are required to remain at work until the end of their scheduled work day regardless of whether or not their assigned work/runs are complete.

Section 2. **RIGHTS AND OBLIGATIONS.** The reference in this Article to a normal work week of forty (40) hours shall be deemed to be a guarantee by the City that said number of hours will not be reduced. Neither this nor any other language in this Article in any way limits or restricts the right of the Board or the Department to lay off employees, or to schedule overtime work, or to make changes in the starting time or the hours of work. Except when an employee is unable to do so because of a reason satisfactory to the Superintendent, an employee shall perform holiday work and reasonable overtime work as directed.

Section 3. **OVERTIME.** Except as otherwise specifically provided in this Paragraph and in this article, one and one-half (1-1/2) times the straight time hourly wage rate shall be paid for all work scheduled by the Board and performed by an employee:

- (a) In excess of eight (8) consecutive hours in one (1) work day;
- (b) On Sunday and on the Holidays named in ARTICLE ELEVEN and which shall be in addition to the Holiday pay as provided in ARTICLE ELEVEN;
- (c) In excess of forty (40) hours in any work week; and
- (d) On Saturday for an employee who works on the preceding Friday and on the following Monday, except when the failure to work on one (1) or both of said days is because of a reason satisfactory to the Superintendent.

Overtime computed and paid on a daily basis shall not be duplicated on a weekly basis. There shall be no duplication or pyramiding of overtime and/or other premium forms of compensation and when any particular work is subject to or fails within two (2) or more overtime or other premium classifications, either under this Agreement or under an effective law, only the highest applicable single overtime or other premium wage rates shall be paid.

Section 4. **ASSIGNMENT.**

- A. No. Employee shall work overtime without the prior approval of his/her supervisor.
- B. Scheduled overtime shall be on a voluntary basis first. The scheduled overtime shall be posted by classification. Shifts will be awarded on a rotating basis to the most senior employee in the classification provided the employee has the ability and qualifications to perform the work needed.

C. Employees shall not lose their turn in the rotation. When an Employee refuses overtime, it shall be counted as time worked for the purposes of determining the employees status in the rotation.

D. If there are not enough volunteers, the Employer will fill in the shifts in the schedule starting with the least senior employee within the classification.

E. Refusal to work overtime due to illness may require a doctor's note upon request by the Employer. Childcare commitments or other justifiable reasons will not be unreasonably denied by the Employer.

F. If unscheduled overtime work needs to be filled on that day, such hours shall first be offered by seniority to those employees working in the job classification on that day.

G. No employee shall be compelled to work more than 16 consecutive hours except by mutual agreement between the employee and their supervisor.

H. No split shifts will be permitted, except with the agreement of the employee affected.

I. Employees reporting to assigned overtime work who have not previously been notified not to report to work shall receive payment for those hours in accordance with Article 10, Section 4 of this Agreement.

Section 5. **CALL-IN-PAY.** Except as otherwise specifically provided in this Article, an employee especially called in to work outside of his/her regularly scheduled work shift shall be paid for the work performed at one and one-half (1-1/2) times his/her straight time hourly wage rate subject to a minimum based on four (4) hours at his/her straight time wage rate. All call-ins during a single twenty-four (24) hour period shall be considered as a single call-in. An employee who reports for work as provided in this Paragraph shall perform the work assigned to him/her by the Board from the obligations as provided in this Paragraph.

Section 6. **STAND-BY PAY.** If in the discretion of the Board or General Superintendent, it becomes necessary to have an employee, or employees, available for immediate service upon call, then any employee so designated shall be paid at a rate of one (1) hour's pay for each shift during which time said employee is on stand-by status, but is not called in for service. For the purposes of Snow Removal, the General Superintendent will assign a First Response Team for snow removal, each of whom will receive compensation per this section while in that assignment. If called in for service, the employee shall be compensated per Section 5 of this Article. An employee on stand-by service who fails to respond to a call for service shall lose the one (1) hour stand-by pay for that day, and may be subject to further disciplinary action. Stand-by duties shall be performed during non-regular business hours. The stand-by shift begins Friday at the end of the regular shift and ends on the following Friday at the beginning of the regular shift.

Section 7. **SUNDAYS AND HOLIDAYS.** An employee called in to work outside of his/her regularly scheduled work week on a Sunday or holiday, who works in excess of eight (8) consecutive hours shall be paid at two (2) times his/her straight rate of pay for time worked in excess of such eight (8) consecutive hours. In the event there is a Monday holiday and employees work consecutively from Sunday into Monday, said employees will receive two (2)

times their straight time rate of pay for time worked in excess of such eight (8) consecutive hours. For example, if an employee works four (4) consecutive hours on Sunday and continues to work six (6) more consecutive hours into a Monday holiday, then the employee will receive two (2) hours of compensation at two (2) times his/her straight time rate.

Section 8. Should the Employer create a new work week or hours of work (i.e. part-time, per-diem or casual employee) it shall negotiate with the union with respect to wages, hours and conditions of said employees.

ARTICLE 11 - HOLIDAYS

Section 1. **DESIGNATION.** An eligible employee shall receive eight (8) hours of pay at this straight time wage rate for each of the days listed below:

New Year's Day	Independence Day
Martin Luther King Day	Labor Day
Patriots Day	Columbus Day
Washington's Birthday	Veterans Day
Thanksgiving Day	Christmas Day
Memorial Day	Juneteenth

Section 2. **CONDITIONS.** To be eligible for holiday pay an employee must have worked more than (4) hours on the workday before and the workday after the holiday, unless the failure to work during the day before and the day after said holiday or due to a bona fide illness or injury requiring confinement at home or in a hospital, or a medical treatment by a licensed physician or because of a reason satisfactory to the City. The Board may require a certificate by the attending physician of said illness or injury. An employee who is requested to work on any of the named holidays who refuses, shall not be entitled to receive holiday pay as provided in this Article unless he/she produces reasons for not so working which are satisfactory to the Board.

Section 3. **CITY HALL CLOSINGS.** When the Mayor closes City Hall offices for business, on days other than those recognized as holidays in this Article, and the Director of Public Works General Superintendent requires essential personnel to report for service, those employees will not receive any additional compensation for the hours served beyond their normal rate of pay. However, said employees will be provided with an equivalent amount of compensatory time if the City Hall employees are not required to work remotely. Said compensatory time must be used by the end of the fiscal year in which the compensatory time was issued or said time shall be forfeited.~~per ARTICLE TEN, Hours and Overtime, Section 4. No employee on vacation, sick leave or taking a personal day or day off shall be entitled to any additional compensation pursuant to this paragraph.~~

ARTICLE 12 - ANNUAL LEAVE

In the manner and to the extent provided in this Article, each eligible employee covered by this Agreement and upon completion of their probationary period will be eligible during each fiscal year for paid time off on the following basis and upon the following conditions.

Section 1. **ELIGIBILITY.**

The amount of paid leave each year for which an employee is eligible is based upon an employee's length of continuous employment by the Board as follows:

Length of Continuous Employment

Less than five (5) years

Five (5) years

Ten (10) years

Twenty (20) years

Amount of Paid Annual Leave

Twenty Seven (27) Days

Thirty-Two (32) days

Thirty Seven (37) Days

Forty-Two (42) Days

The amount of paid annual leave in any calendar year for an employee who has worked for the Board for less than one (1) year shall be determined by the length of his/her continuous work in the employ of the Board on the first day of June in that calendar year. The amount of paid annual leave in any calendar year for an employee who has worked for the Board for one (1) year or more shall be determined by the length of his/her continuous employment on his/her employment anniversary. After their six (6) month probationary period, new employees shall receive a prorated portion of paid annual leave for the remainder of the fiscal year.

Section 2. **COMPUTATION.** The annual leave pay for each eligible employee as provided in Section 1. shall be computed on the basis of his/her normal work week at his/her straight time hourly wage rate or weekly salary for the last pay period in which he/she worked a full normal work week immediately preceding the beginning of his/her leave period. The annual leave with pay for an eligible full time permanent employee as provided in Section 1. shall apply only to each full time permanent employee who during the fifty-two (52) week period immediately preceding his/her annual leave eligibility date has actually worked for not less than thirty (30) full weeks, and employee is actually working in the employ of the Board on his/her annual leave eligibility date at the beginning of said fifty-two (52) week period.

Section 3. **SCHEDULING.** Public necessity requires that manpower be available to handle the variations in workload caused by seasonal and other factors. The annual leave period for each eligible employee shall be determined by mutual agreement between each employee and his/her Supervisor.

Section 4. **SCHEDULED AND UNSCHEDULED ANNUAL LEAVE.** An Employee's use of annual leave days is to be scheduled by the General Superintendent or the Superintendent's designee based on the Superintendent's sole discretion; however, every reasonable effort shall be made to schedule annual leave days in line with the employee's desire. Request for leave consisting of a one or two day leave period must be made at least 48 hours in advance of when the annual leave is to be utilized. Requests for periods of leave consisting of three (3) or more days must be made at least (5) days in advance of which annual leave is to be utilized. Such advance requested and approved annual leave shall be referred to as "scheduled annual leave." Other absences even if compensated with eligible annual leave shall be referred to as "unscheduled annual leave."

Annual leave days requests shall be approved on a first come first serve basis unless two (2) or more requests are submitted at the same time, same week, in which case they shall be approved based on seniority. Annual leave days requests will be approved or denied within a forty-eight (48) hour period excluding Saturday and Sunday, legal holidays and City closings.

An otherwise unscheduled annual leave day will be excused and not considered as unscheduled annual leave if the employee's absence:

1. was not and could not have been anticipated; and,
2. was due to the employee having:
 - a. a documented personal emergency; or
 - b. unplanned medical treatment of a serious nature; and
3. Such emergency or treatment required the employee to:
 - a. Be present at the location of a personal emergency at the time when the employee had been scheduled to work; or
 - b. receive immediate medical care at a health care facility or from medical personnel at the time when the employee had been scheduled to work.

Required documentation must provide evidence of the criteria listed above, but does not have to include private medical information or details of an intimate nature.

Section 5. Employees may only take up to ten (10) consecutive work days of annual leave at any one time.

Section 6. **UNUSED ANNUAL LEAVE.** Should an employee not use all annual leave to which the employee is entitled in a fiscal year, up to ten (10) days of the amount of annual leave entitlement remaining at end of the fiscal year shall be paid in the last pay period for the fiscal year in which the annual leave was granted to the employee at the employee's wage rate existing at that time. Unused annual leave may not be accrued or carried over for use in another fiscal year

Section 7. **LEAVE ABUSE.** The employer will discipline for leave abuse for just cause. An employee who uses more than seven (7) days of unscheduled annual leave is subject to disciplinary action. It is understood between the parties that the limit of seven (7) unscheduled days does not reduce or diminish the City's authority to discipline a bargaining unit member for leave abuse. Employees who demonstrate a pattern of unscheduled leave (e.g., multiple absences immediately prior to or following weekends and the day after payday or holidays) shall be considered leave abuse.

Section 8. **ACCUMULATION AND BUY-BACK.**

Upon retirement or death, an employee who upon execution of the July 2007 Agreement had accumulated unused sick leave and had elected to retain that unused sick leave shall or his/her estate shall receive one (1) day's pay at his/her rate at that time for every four days (4) days of accumulated unused sick leave to a maximum of one hundred eighty (180) days but not to exceed two thousand dollars (\$2,000).

Upon resignation or termination, an employee who had been actively at work, as this phrase is defined in Section 4. of this Article, shall be paid a pro rata share, as described in Section 4. of this Article, of annual leave up to a maximum of ten days. Effective upon ratification, upon separation from employment for any reason other than retirement (e.g., resignation, termination, etc.), the employee will be paid their per diem rate for a prorated amount of any annual leave up to a maximum of Five Thousand Dollars (\$5,000). For example, if an employee was credited

with twenty (20) annual days, did not use any annual leave days, and resigned one-halfway through the contract year, then the employee would be paid for ten (10) annual leave days up to a maximum of Five Thousand Dollars (\$5,000). If any employee uses more than the prorated amount of annual leave days prior to their separation from employment, then an equal amount shall be deducted from the employee's final paycheck. In the event that sufficient monies cannot be deducted from the final paycheck, then the employee will make payment to the City in said amount within fifteen (15) calendar days of separation from employment.

On or after June 30, 2028, any employee who retires with the City Retirement System shall receive buyback of unused annual leave, without proration, up to a cap of Five Thousand Dollars (\$5,000), which shall be included in their final paycheck.

~~Upon retirement or death, an employee or the beneficiary of the employee shall be paid the unused annual leave to which the employee was entitled in the fiscal year of the employee's retirement or death.~~

Section 9. **INJURY ON DUTY.** In the event an employee receives an injury which incapacitates him/her from the performance of his/her normal duties, which injury is incurred in the course of his/her employment, said employee shall follow the procedure set out below.

- A. As soon as possible after the occurrence, the employee shall present him/herself at the Office of the Board of Public Works physician, if the injury occurs between 8:00 am. and 10:00 p.m. outside these hours, the employee shall report to the emergency room of Holyoke Hospital or Providence Hospital.
- B. At the request of the Superintendent, the employee will present him/herself to a physician as directed by the Superintendent for such medical examinations as may be required to evaluate his/her condition so long as it continues.

Section 10. **HALF DAYS — PARTIAL DAY ABSENCES.**

An employee shall be allowed no more than six (6) partial unscheduled annual leave days in any fiscal year. Employees who use unscheduled partial day absences of less than a day will have the partial day proportionately applied to the seven (7) unscheduled day limit. A use of more than six (6) unscheduled partial days in that period will be charged as a full day absences. Employees who use more than six (6) partial unscheduled days may be subject to disciplinary action.

In the event that any employee becomes ill during his/her work shift, he/she will be granted annual leave for the balance of the working day only after reporting same, in person, to his/her immediate supervisor. Telephone calls or other means of notification, whether during the lunch hour or at any other point during a scheduled work period will not be accepted as the basis for sick leave authorization of compensation.

Section 11. **WORKERS' COMPENSATION.** An employee suffering personal injury, and applying for workers compensation shall be eligible to use annual leave while the workers

compensation claim is being processed. If the workers compensation claim is accepted by the city, the employee shall become eligible to buy back the annual leave used, at the election of the employee, at the dollar amount paid them while they were out on annual leave.

Section 12. **LIGHT DUTY.** The board may provide light duty work where appropriate, to an employee who has sustained a work related injury or illness and who is unable to resume regular work, but may work under limitations and restrictions without threat of further risk to their health or the health of fellow workers and imposed by the Board's designated licensed physician, as follows:

- A. Immediately following any treatment for a work related injury or illness, the employee shall provide to the General Superintendent, or his/her designee a medical release form stating his/her return to work status, including any work limitations or restrictions.
- B. Light duty may be provided by the General Superintendent, when available and which accommodates such limitations or restrictions such as: by temporary changing specific tasks of his/her current job; by reducing his/her work hours; and/or by adding suitable duties from another position.
- C. Such light duty, when available, may be granted up to a maximum term of thirty (30) days, and will be reviewed by the treating physician and the General Superintendent, or his/her designee, on a bi-weekly basis for possible reassignment to regular duty.
- D. In any case, before an employee may resume regular duty, he/she must provide to the Board, a medical release indicating the employee's fitness for full duty.
- E. Relocation to another job or other temporary work for a suitable light duty assignment shall be arranged, where feasible and necessary, only by the General Superintendent.
- F. A light duty assignment must receive prior approval from the General Superintendent. Any changes in a light duty assignment must be approved in advance by the Board's designated physician and the General Superintendent. Light duty may carry the pre-injury/illness rate of pay, or at the discretion of the General Superintendent, a job specific rate of pay.

F. Section 13. An employee who is actively at work for each full work day as scheduled performing the tasks of the employee's job as assigned by management during the entire fiscal year and who does not use any unscheduled annual leave days or time during the fiscal year will be paid within forty-five (45) days of the end of that fiscal year a lump sum bonus of five hundred dollars (\$500). Otherwise, an employee who has been actively at work as scheduled performing the tasks of the employee's job as assigned by management during less than the full fiscal year and who did not use any unscheduled annual leave during the period of being actively at work within the fiscal year shall be paid a pro rata amount of the five hundred dollar (\$500) bonus based upon 0.385% for each day during the fiscal year in which the employee had been actively at work. Employees that incur one instance of unscheduled leave shall have their annual bonus reduced to three hundred and seventy-five dollars (\$375). Employees that incur two instances of unscheduled leave shall have their annual bonus reduced to two hundred fifty (\$250). More than two instances of unscheduled leave shall reduce the annual bonus to zero.

ARTICLE 13 - FUNERAL AND BEREAVEMENT LEAVE

Section 1. In the event of the spouse, parent, step-parent, grandparent, child, step-child, grandchild, sister, brother, mother-in-law or father-in-law of a permanent employee or of a temporary employee, and provided said employee attends the funeral of said relative, the employee shall receive a leave of absence for a period not to exceed five (5) days, with full straight time pay for the actual time lost from his/her scheduled work week during the period from Monday through Friday not to exceed eight (8) hours in any one (1) day and which shall not be included in his/her accumulated weekly working hours. The leave of absence with pay as provided in this Article is for the sole purpose of enabling the employee to attend the funeral of his/her deceased relative and shall not authorize absence from work before the date of death or after the day following the funeral. For the purposes of this Article, the mother or father of a former spouse of an otherwise eligible employee shall not be deemed to be the mother-in-law or the father-in-law of said employee.

Section 2. Subject to all the provisions of this Article, in the event of the death of the brother-in-law, sister-in-law, aunt, uncle, first cousin, niece or nephew of an otherwise eligible employee, the employee shall receive a leave of absence of two (2) days.

ARTICLE 14 – LONGEVITY

In the manner and to the extent provided in this Article, each employee who has actually worked for the City for the length of service as provided in G.L. c. 31, § 33, Computation of Seniority of Service, and who is actually working for the Department on his/her employment anniversary shall receive annual longevity pay in accordance with the following schedule:

EFFECTIVE JULY 1, 2022

Five (5) years and less than ten (10)	\$650.00
Ten (10) years and less than fifteen (15)	\$850.00
Fifteen (15) years and less than twenty (20)	\$925.00
Twenty (20) years and less than twenty-five (25)	\$1,100.00
Twenty-five (25) years or more	\$1,250.00

The longevity pay in each calendar year as provided in this Article shall be paid to each eligible employee within thirty (30) days following his/her employment anniversary.

ARTICLE 15 -ADDITIONAL EMPLOYEE RESPONSIBILITIES

Section 1. **REPORTING ADDRESS.** Each employee whether actually working or on a leave of absence shall keep the Board advised on a Form furnished by the Board of his/her correct address and telephone number, if he/she has a telephone or has the use of a telephone. The mailing of a notice to the address furnished to the Board by an employee as provided in this Paragraph shall be deemed to be compliance by the Board with any provision of this Agreement which requires notice to an employee.

Section 2. **MEDICAL EXAMS.** Each employee shall comply with the present or future procedures prescribed by a Government Agency or by the Board, requiring physical or other

examinations. When required by the Board, the examiner or the physician shall be selected by the Board and the Board shall pay the professional fee for such required examinations.

Section 3. **TARDINESS AND ABSENTEEISM.**

- A. The Union and the employees recognize the necessity that employees report for work regularly and on time and that absenteeism and tardiness seriously and adversely affect the operation of the Department and its ability to provide adequate and dependable service to the residents of the City.
- B. An employee who is not able to report for work at his/her scheduled or assigned starting time on a day on which he/she is scheduled or assigned to work shall notify the Department no sooner than 12:01A.M. on the day of their assigned shift and not less than ten (10) minutes prior to his/her scheduled or assigned starting time for that day.
- C. In the event of continued tardiness, absenteeism or the failure by an employee to comply with the provisions of this Paragraph, the Department may invoke disciplinary action, including reprimand, suspension or discharge. In addition to other action by the Department, an employee who fails to comply with the provisions of this Paragraph shall not be eligible for the benefits of annual leave for any period of absence which is not reported in accordance with the notice requirements of this Paragraph. Tardiness or absenteeism shall be deemed to be of serious importance in considering the matter of discipline or discharge.
- D. An employee who is tardy in reporting for work shall have their pay docked in fifteen (15) minute increments, rounding down for arrivals within the first (8) minutes of any increment, and rounding up for arrivals within the last seven (7) minutes. Any employee who falls subject to this provision shall be required to remain at the City Yard (or his/her usual place of employment) until such time as his/her actual paid work for a given day commences, at which time he/she shall begin his/her assigned work.

Section 4. **DRUG AND ALCOHOL POLICY.** Each member of the bargaining unit agrees to adhere to the Department of Public Works Drug and Alcohol Policy Manual. The Parties agree that during the period of this contract, negotiations may be reopened at either party's request with respect to drug and alcohol testing only. Effective June 1, 2017, all prior positive tests shall be considered inactive and cannot be used in any disciplinary proceedings.

ARTICLE 16 - ADJUSTMENT OF GRIEVANCES

Section 1. **GENERALLY.** Pursuant to the policy prescribed in Article One, and in consideration of the provisions of Article Six, the City, the Union, and the employees agree that the exclusive method for the adjustment, processing and settlement of a grievance as defined in this Paragraph is and shall be in accordance with the grievance and arbitration procedure prescribed in this Article. A grievance is defined as a complaint or a dispute between the City and either an employee or the Union pertaining to the application or compliance with the express provisions of this Agreement. The City, the Union, and the

employees agree to observe and follow the procedure prescribed in this Article, and, subject to the provisions of Section 4. of this Article, to be bound by any determination or decision which shall be made in accordance with said procedure.

Section 2. **GENERAL REQUIREMENTS**

- A. **ORAL PRESENTATION OF GRIEVANCE.** In the event a problem should arise, the employee or Steward shall take up the problem with his/her immediate Supervisor. If the Employee feels that the problem has not been resolved to the Employee's satisfaction and desires to file a written grievance, the grievance shall be dealt with in the following manner below.
- B. **WRITTEN PRESENTATION OF GRIEVANCE.** The grievance shall be in writing, signed and submitted by the Local Union Representative, or in his or her absence, by a union steward, to the office of the General Superintendent. The written grievance shall state the available facts concerning the alleged dispute, the provisions of this Agreement allegedly violated, and the relief desired by the aggrieved employee. A grievance which is not presented to the office of the General Superintendent as provided in this Paragraph within ten (10) working days after the occurrence or the knowledge of the alleged cause of the grievance shall be deemed to have been waived.

Section 3. **PROCEDURE.** Except as otherwise specifically provided in this Agreement, a grievance as defined in Section 1., and otherwise subject to this Agreement, shall be processed in accordance with the following grievance procedure:

- (a) STEP NO. 1.** Within five (5) working days after the filing of the written grievance, there shall be a discussion of the grievance between the Local Union Representative, or in his or her absence, the union steward, the aggrieved employee and the General Superintendent or his/her designated representative. In the event of the absence of the General Superintendent, the person designated by him/her shall act in his/her behalf. Within ten (10) working days after the conclusion of the discussion as provided in this STEP NO. 1, the General Superintendent or his/her designated representative as the case may be, shall advise the aggrieved employee and the Union, in writing, of his/her decision concerning the grievance.
- (b) STEP NO. 2.** In the event that the disposition of the grievance under STEP NO. 1 is not satisfactory, the aggrieved employee may, within five (5) working days after the date of said decision, file a written appeal to the Board of Public Works requesting that the Board investigate the grievance. Within ten (10) days after the receipt of the written appeal, the grievance shall be discussed among the aggrieved employee, the representative of the Union, and not less than two (2) members of the Board of Public Works. Within five (5) working days after the conclusion of this discussion as provided in this STEP NO. 2, the Board of Public Works shall advise the aggrieved employee and the Union, in writing, of its decision concerning the grievance. Two (2) or more separate current grievances otherwise subject to this Agreement which involve

the same matter or question and which affect a group or a class of employees, may, by mutual agreement, in writing, between the Board and the Union, be consolidated and processed as a single grievance provided, however, that such procedure shall be subject to all the provisions of this Article. The City may institute a grievance by an oral or a written notice to the Union. Within five (5) working days after said notice, the grievance shall be discussed by a representative of the Union and the General Superintendent or his/her representative, If within five (5) working days after said discussion, the grievance is not settled to the satisfaction of the City, the grievance may be submitted to arbitration as provided in Section 4.

Section 4. **ARBITRATION.** A grievance which is not settled after the completion of the grievance procedure prescribed in Section 1. may be submitted to arbitration in accordance with the following procedure:

- A. The request for arbitration may be made by the Union or by the Board by notification, in writing, to the other party within five (5) days of the completion of the grievance procedure as provided in Section 3.
- B. Within ten (10) working days after such notification, the Party requesting arbitration shall execute and mail a written request to the American Arbitration Association, 133 Federal Street, Boston, MA, 02110-1703, for the appointment of an Arbitrator and a copy of said request shall be simultaneously mailed to the other Party, unless during the said ten (10) day period, the Board and the Union mutually agree upon an Arbitrator.
- C. The request for arbitration shall state the provision, or provisions, of this Agreement allegedly violated and shall state the remedy or the relief sought by the Party requesting arbitration.
- D. The authority of the Arbitrator shall be limited to the terms and provisions of this Agreement and to the question or questions which are submitted. The Arbitrator shall be bound by the provisions of this Agreement and he shall not have any authority to establish salaries or wage rates or any other forms of compensation or to add to, subtract from, modify, or otherwise change any of the terms of provisions of this Agreement or to establish or change any terms or conditions of employment. The Arbitrator shall have no jurisdiction to infringe upon or to limit the managerial functions, rights and responsibilities of the General Superintendent or the Mayor of the City or to base his award on any alleged practices or oral understandings which are not incorporated in writing in this Agreement. The Arbitrator may not award back pay or any other form of compensation beginning earlier than ten (10) days prior to the filing of the written grievance as provided in Section 2. The Arbitrator shall not be empowered and shall not have jurisdiction to substitute his/her judgment or discretion for the judgment or discretion of the General Superintendent or the Board in any case where the judgment or discretion is retained by or given to the City, the Department, or the General Superintendent under a provision of this Agreement or under a provision of law. Subject to the provisions of this Article, the Arbitrator shall

have the authority to enjoin violations of this Agreement and to award compensatory and other damages.

- E. The Arbitrator shall mail his/her written decision simultaneously to the Board, to the Union and to the aggrieved employee within fifteen (15) days after the final submission. Subject to the provisions of Section 4. the decision by the Arbitrator shall be final and conclusively binding upon the Board, the Union, and the aggrieved employee.

Section 5. **DIRECT ARBITRATION.** By mutual agreement in writing between the Board and the Union, a grievance otherwise subject to the grievance procedure as provided in Paragraph 151 and in Section 3. and otherwise subject to this Agreement may be directly submitted to arbitration as provided in Section 4.

Section 6. **TIMELINESS.** Except where an extension of time has been sought and obtained, in the event of the failure by the Union, or an aggrieved employee to comply with the time limitations provided in this Article, the grievance shall be deemed waived. A failure to adhere to these time frames by the Employer shall be deemed a denial and allow the Union to advance the matter to the next step. The Board, the Union, and the employees agree not to unreasonably withhold assent to the request by one of the other Parties for a reasonable written extension of the time limitations provided in this Article.

Section 7. **BREACH.** The breach of any of the provisions of Article Seven shall at the option of the Board terminate the obligation of the Board to arbitrate a dispute underlying the breach while the breach continues provided, however, that the fact of the occurrence of said breach shall be subject to arbitration as provided in Section 4 above.

Section 8. **ARBITRATION WAIVER.** If a matter is presented to any federal or state labor commission/agency, then the party so presenting waives their right to arbitrate the matter.

ARTICLE 17 -UNIFORMS

Section 1. **UNIFORMS.** The City will provide annually to each permanent member of the bargaining unit uniforms of the style, color and design authorized by the General Superintendent. Uniforms provided must be worn at all times during working hours. Failure to abide by the terms of this paragraph will subject the employee to disciplinary action. The parties agree that during the period of this contract, negotiations may be reopened at either party's request, with respect to uniforms only. Each employee will receive a boot allowance annually of two hundred dollars (\$200).

Section 2.

- A. The City shall provide each bargaining unit employee annually with eleven (11) long or short pants, eleven (11) long sleeve shirts, five (5) tee shirts, and one (1) coat.

B. The City shall provide safety glasses, vests, gloves and hearing protection for those employees. Said gear will be supplied by the various departments and included in their yearly budgets and distributed to their Employees as needed when damaged gear are returned for placement.

Section 3. If any employee is required to wear protective clothing or any type of protective device as a condition of employment; such protective clothing or protective device shall be furnished to the employee by the City. The cost of maintaining the protective clothing or any type of protective device shall be paid by the City.

Section 4. **OWNERSHIP AND CONDITIONS OF WEAR.** The uniforms shall at all times be and remain the property of the City and upon the termination of his/her employment, each employee shall return his/her uniform to the City in the same condition as when received, allowing for normal wear. An employee, who fails to return his/her uniform as provided in this Paragraph, shall be charged with their fair value as determined by the City and a deduction therefore shall be made from the employee's final paycheck. Each employee shall use, launder, and maintain his/her uniform with maximum care and his/her uniform shall be worn during working hours so that each employee shall present an attractive appearance. If gear has been lost (not damaged) more than once, then the employee will be charged a replacement fee for the purchase price of the gear being replaced.

ARTICLE 18 - WAGES

Section 1. **SCHEDULE.** Effective July 1, 202~~5~~², and subject to the provisions of this Agreement, an employee who performs the work in the job titled described in this Paragraph shall be paid the wage as stated in the wage schedule. The Employer has the discretion to place new employees on the salary step scale based upon prior experience, qualifications, and other relevant factors.

July 1, 2022 ————— *\$1.00 per hour increase*

Effective July 1, 2025, \$0.75 wage increase.

Effective January 1, 2026, delete steps 1-4. Step 5 shall become the new step 1. A new step 2 shall be added which is \$1.00 greater than step 1. A new step 3 shall be added which is \$1.00 greater than step 2. Employees on steps 1-3 on December 31, 2025, shall be moved to the new step 1. Employees on step 4 on December 31, 2025, shall be moved to the new step 2. Employees on step 5 on December 31, 2025, shall be moved to the new step 3.

Effective July 1, 2026, 2.5% wage increase.

Effective July 1, 2027, 2.5% wage increase.

Effective upon ratification by both parties, change the grade of the tree climber to PW-27.

~~July 1, 2023~~ ————— ~~\$1.00 per hour increase~~

~~July 1, 2024~~ ————— ~~\$1.00 per hour increase~~

WAGE SCHEDULE –EFFECTIVE JULY 1, 2022

GRADE	TITLE	STEP-1	STEP-2	STEP-3	STEP-4	STEP-5
PW-10	Laborer	\$18.93	\$19.16	\$19.33	\$19.80	\$20.00
PW-11	Yardman & Watchman	\$19.16	\$19.33	\$19.47	\$19.95	\$20.15
PW-12	Asphalt-Raker	\$19.33	\$19.47	\$19.60	\$20.09	\$20.30
PW-12	Motor-Equipment-Operator	\$19.33	\$19.47	\$19.60	\$20.09	\$20.30
PW-12	Public-Works-Maintenance	\$19.33	\$19.47	\$19.60	\$20.09	\$20.30
PW-13	Building-Maintenance-Man	\$19.47	\$19.60	\$19.92	\$20.39	\$21.00
PW-13	Parks-Maintenance-Man	\$19.47	\$19.60	\$19.92	\$20.39	\$21.00
PW-13	Parks-Craftsman	\$19.47	\$19.60	\$19.92	\$20.39	\$21.00
PW-13	Parking-Meter-Repairman	\$19.47	\$19.60	\$19.92	\$20.39	\$21.00
PW-13	Storekeeper	\$19.47	\$19.60	\$19.92	\$20.39	\$21.00
PW-16	Spec. Hvy. Motor Equip. Op.	\$20.19	\$20.37	\$20.66	\$21.15	\$21.50
PW-17	Parking-Control-Officer	\$20.37	\$20.66	\$20.88	\$21.37	\$22.00
PW-18	Heavy Motor-Equipment-Operator	\$20.66	\$20.88	\$21.18	\$21.65	\$22.00
PW-18	Metal-Body-Worker	\$20.66	\$20.88	\$21.18	\$21.65	\$22.00
PW-18	Motor-Equipment-Maintenance-Man	\$20.66	\$20.88	\$21.18	\$21.65	\$22.00
PW-19	Glazer-Painter	\$20.88	\$21.18	\$21.37	\$21.84	\$22.00
PW-19	Painter	\$20.88	\$21.18	\$21.37	\$21.84	\$22.00
PW-20	Spec. Heavy Motor-Equipment Op.	\$21.18	\$21.37	\$21.73	\$22.20	\$22.50
PW-20	Power-Shovel-Operator	\$21.18	\$21.37	\$21.73	\$22.20	\$22.50
PW-21	Carpenter & Cabinet-Maker	\$21.18	\$21.37	\$21.73	\$22.20	\$22.50
PW-22	Hoisting-Equip.-Operator	\$21.73	\$22.01	\$22.31	\$22.78	\$23.00
PW-22	Tree-Climber	\$21.73	\$22.01	\$22.31	\$22.78	\$23.00
PW-24	Spec. Heavy Motor-Equipment Op- Refuse	\$22.31	\$22.72	\$23.08	\$23.57	\$24.00
PW-24	Working-Foreman	\$22.31	\$22.72	\$23.08	\$23.57	\$24.00
PW-24	Carpenter	\$22.31	\$22.72	\$23.08	\$23.57	\$24.00

PW-24	Police Fleet Mechanic	\$22.31	\$22.72	\$23.08	\$23.57	\$24.06
PW-26	Motor Equipment Repairman	\$24.17	\$24.55	\$25.03	\$25.52	\$26.01
PW-27	Property Maint. & Demolition Worker	\$25.03	\$25.41	\$25.90	\$26.38	\$26.87
PW-34	Emergency Vehicle Technician	\$30.40	\$30.77	\$31.25	\$31.73	\$32.21

WAGE SCHEDULE – EFFECTIVE JULY 1, 2023

GRADE	TITLE	STEP1	STEP2	STEP 3	STEP 4	STEP 5
PW-10	Laborer	\$19.93	\$20.16	\$20.33	\$20.80	\$21.27
PW-11	Yardman & Watchman	\$20.16	\$20.33	\$20.47	\$20.95	\$21.43
PW-12	Asphalt Raker	\$20.33	\$20.47	\$20.60	\$21.09	\$21.57
PW-12	Motor Equipment Operator	\$20.33	\$20.47	\$20.60	\$21.09	\$21.57
PW-12	Public Works Maintenance	\$20.33	\$20.47	\$20.60	\$21.09	\$21.57
PW-13	Building Maintenance Man	\$20.47	\$20.60	\$20.92	\$21.39	\$21.87
PW-13	Parks Maintenance Man	\$20.47	\$20.60	\$20.92	\$21.39	\$21.87
PW-13	Parks Craftsman	\$20.47	\$20.60	\$20.92	\$21.39	\$21.87
PW-13	Parking Meter Repairman	\$20.47	\$20.60	\$20.92	\$21.39	\$21.87
PW-13	Storekeeper	\$20.47	\$20.60	\$20.92	\$21.39	\$21.87
PW-16	Spec. Hvy. Motor Equip. Op.	\$21.19	\$21.37	\$21.66	\$22.15	\$22.64
PW-17	Parking Control Officer	\$21.37	\$21.66	\$21.88	\$22.37	\$22.86
PW-18	Heavy Motor Equipment Operator	\$21.66	\$21.88	\$22.18	\$22.65	\$23.13
PW-18	Metal Body Worker	\$21.66	\$21.88	\$22.18	\$22.65	\$23.13
PW-18	Motor Equipment Maintenance Man	\$21.66	\$21.88	\$22.18	\$22.65	\$23.13
PW-19	Glazer-Painter	\$21.88	\$22.18	\$22.37	\$22.84	\$23.33
PW-19	Painter	\$21.88	\$22.18	\$22.37	\$22.84	\$23.33
PW-20	Spec. Heavy Motor Equipment Op.	\$22.18	\$22.37	\$22.73	\$23.20	\$23.68
PW-20	Power Shovel Operator	\$22.18	\$22.37	\$22.73	\$23.20	\$23.68
PW-21	Carpenter & Cabinet Maker	\$22.18	\$22.37	\$22.73	\$23.20	\$23.68
PW-22	Hoisting Equip. Operator	\$22.73	\$23.01	\$23.31	\$23.78	\$24.26
PW-22	Tree Climber	\$22.73	\$23.01	\$23.31	\$23.78	\$24.26
PW-24	Spec. Heavy Motor Equipment Op- Refuse	\$23.31	\$23.72	\$24.08	\$24.57	\$25.06
PW-24	Working Foreman	\$23.31	\$23.72	\$24.08	\$24.57	\$25.06
PW-24	Carpenter	\$23.31	\$23.72	\$24.08	\$24.57	\$25.06
PW-24	Police Fleet Mechanic	\$23.31	\$23.72	\$24.08	\$24.57	\$25.06
PW-26	Motor Equipment Repairman	\$25.17	\$25.55	\$26.03	\$26.52	\$27.01
PW-27	Property Maint. & Demolition Worker	\$26.03	\$26.41	\$26.90	\$27.38	\$27.87
PW-34	Emergency Vehicle Technician	\$31.40	\$31.77	\$32.25	\$32.73	\$33.21

WAGE SCHEDULE – EFFECTIVE JULY 1, 2024

GRADE	TITLE	STEP1	STEP2	STEP 3	STEP 4	STEP 5
PW-10	Laborer	\$20.93	\$21.16	\$21.33	\$21.80	\$22.09
PW-11	Yardman & Watchman	\$21.16	\$21.33	\$21.47	\$21.95	\$22.39
PW-12	Asphalt Raker	\$21.33	\$21.47	\$21.60	\$22.09	\$22.69
PW-12	Motor Equipment Operator	\$21.33	\$21.47	\$21.60	\$22.09	\$22.69
PW-12	Public Works Maintenance	\$21.33	\$21.47	\$21.60	\$22.09	\$22.69
PW-13	Building Maintenance Man	\$21.47	\$21.60	\$21.92	\$22.39	\$23.09
PW-13	Parks Maintenance Man	\$21.47	\$21.60	\$21.92	\$22.39	\$23.09
PW-13	Parks Craftsman	\$21.47	\$21.60	\$21.92	\$22.39	\$23.09
PW-13	Parking Meter Repairman	\$21.47	\$21.60	\$21.92	\$22.39	\$23.09
PW-13	Storekeeper	\$21.47	\$21.60	\$21.92	\$22.39	\$23.09
PW-16	Spec. Hvy. Motor Equip. Op.	\$22.19	\$22.37	\$22.66	\$23.15	\$23.85
PW-17	Parking Control Officer	\$22.37	\$22.66	\$22.88	\$23.37	\$24.07
PW-18	Heavy Motor Equipment Operator	\$22.66	\$22.88	\$23.18	\$23.65	\$24.35
PW-18	Metal Body Worker	\$22.66	\$22.88	\$23.18	\$23.65	\$24.35
PW-18	Motor Equipment Maintenance Man	\$22.66	\$22.88	\$23.18	\$23.65	\$24.35
PW-19	Glazer Painter	\$22.88	\$23.18	\$23.37	\$23.84	\$24.54
PW-19	Painter	\$22.88	\$23.18	\$23.37	\$23.84	\$24.54
PW-20	Spec. Heavy Motor Equipment Op.	\$23.18	\$23.37	\$23.73	\$24.20	\$24.90
PW-20	Power Shovel Operator	\$23.18	\$23.37	\$23.73	\$24.20	\$24.90
PW-21	Carpenter & Cabinet Maker	\$23.18	\$23.37	\$23.73	\$24.20	\$24.90
PW-22	Hoisting Equip. Operator	\$23.73	\$24.01	\$24.31	\$24.78	\$25.48
PW-22	Tree Climber	\$23.73	\$24.01	\$24.31	\$24.78	\$25.48
PW-24	Spec. Heavy Motor Equipment Op- Refuse	\$24.31	\$24.72	\$25.08	\$25.57	\$26.27
PW-24	Working Foreman	\$24.31	\$24.72	\$25.08	\$25.57	\$26.27
PW-24	Carpenter	\$24.31	\$24.72	\$25.08	\$25.57	\$26.27
PW-24	Police Fleet Mechanic	\$24.31	\$24.72	\$25.08	\$25.57	\$26.27
PW-26	Motor Equipment Repairman	\$26.17	\$26.55	\$27.03	\$27.52	\$28.22
PW-27	Property Maint. & Demolition Worker	\$27.03	\$27.41	\$27.90	\$28.38	\$29.08
PW-34	Emergency Vehicle Technician	\$32.40	\$32.77	\$33.25	\$33.73	\$34.43

<u>FY 2026</u>	<u>FY 2026</u>	<u>FY 2027</u>	<u>FY 2028</u>
<u>7/1/25</u>	<u>1/1/26</u>	<u>7/1/26</u>	<u>7/1/27</u>

<u>GRADE</u>	<u>STEP</u>	<u>\$0.75</u>	<u>3 STEPS</u>	<u>2.5%</u>	<u>2.5%</u>
PW10	<u>1</u>	<u>\$21.68</u>	<u>\$23.28</u>	<u>\$23.86</u>	<u>\$24.46</u>
PW10	<u>2</u>	<u>\$21.91</u>	<u>\$24.28</u>	<u>\$24.89</u>	<u>\$25.51</u>
PW10	<u>3</u>	<u>\$22.08</u>	<u>\$25.28</u>	<u>\$25.91</u>	<u>\$26.56</u>
PW10	<u>4</u>	<u>\$22.55</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>
PW10	<u>5</u>	<u>\$23.28</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>
PW11	<u>1</u>	<u>\$21.91</u>	<u>\$23.40</u>	<u>\$23.99</u>	<u>\$24.58</u>
PW11	<u>2</u>	<u>\$22.08</u>	<u>\$24.40</u>	<u>\$25.01</u>	<u>\$25.64</u>
PW11	<u>3</u>	<u>\$22.22</u>	<u>\$25.40</u>	<u>\$26.04</u>	<u>\$26.69</u>
PW11	<u>4</u>	<u>\$22.70</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>
PW11	<u>5</u>	<u>\$23.40</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>
PW12	<u>1</u>	<u>\$22.08</u>	<u>\$23.53</u>	<u>\$24.12</u>	<u>\$24.72</u>
PW12	<u>2</u>	<u>\$22.22</u>	<u>\$24.53</u>	<u>\$25.14</u>	<u>\$25.77</u>
PW12	<u>3</u>	<u>\$22.35</u>	<u>\$25.53</u>	<u>\$26.17</u>	<u>\$26.82</u>
PW12	<u>4</u>	<u>\$22.84</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>
PW12	<u>5</u>	<u>\$23.53</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>
PW13	<u>1</u>	<u>\$22.22</u>	<u>\$23.86</u>	<u>\$24.46</u>	<u>\$25.07</u>
PW13	<u>2</u>	<u>\$22.35</u>	<u>\$24.86</u>	<u>\$25.48</u>	<u>\$26.12</u>
PW13	<u>3</u>	<u>\$22.67</u>	<u>\$25.86</u>	<u>\$26.51</u>	<u>\$27.17</u>
PW13	<u>4</u>	<u>\$23.14</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>
PW13	<u>5</u>	<u>\$23.86</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>
PW16	<u>1</u>	<u>\$22.94</u>	<u>\$24.60</u>	<u>\$25.22</u>	<u>\$25.85</u>
PW16	<u>2</u>	<u>\$23.12</u>	<u>\$25.60</u>	<u>\$26.24</u>	<u>\$26.90</u>
PW16	<u>3</u>	<u>\$23.41</u>	<u>\$26.60</u>	<u>\$27.27</u>	<u>\$27.95</u>
PW16	<u>4</u>	<u>\$23.90</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>
PW16	<u>5</u>	<u>\$24.60</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>
PW17	<u>1</u>	<u>\$23.12</u>	<u>\$24.83</u>	<u>\$25.45</u>	<u>\$26.09</u>
PW17	<u>2</u>	<u>\$23.41</u>	<u>\$25.83</u>	<u>\$26.48</u>	<u>\$27.14</u>
PW17	<u>3</u>	<u>\$23.63</u>	<u>\$26.83</u>	<u>\$27.50</u>	<u>\$28.19</u>
PW17	<u>4</u>	<u>\$24.12</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>
PW17	<u>5</u>	<u>\$24.83</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>
PW18	<u>1</u>	<u>\$23.41</u>	<u>\$25.12</u>	<u>\$25.75</u>	<u>\$26.39</u>
PW18	<u>2</u>	<u>\$23.63</u>	<u>\$26.12</u>	<u>\$26.77</u>	<u>\$27.44</u>
PW18	<u>3</u>	<u>\$23.93</u>	<u>\$27.12</u>	<u>\$27.80</u>	<u>\$28.49</u>
PW18	<u>4</u>	<u>\$24.40</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>
PW18	<u>5</u>	<u>\$25.12</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>
PW19	<u>1</u>	<u>\$23.63</u>	<u>\$25.30</u>	<u>\$25.93</u>	<u>\$26.58</u>
PW19	<u>2</u>	<u>\$23.93</u>	<u>\$26.30</u>	<u>\$26.96</u>	<u>\$27.63</u>
PW19	<u>3</u>	<u>\$24.12</u>	<u>\$27.30</u>	<u>\$27.98</u>	<u>\$28.68</u>
PW19	<u>4</u>	<u>\$24.59</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>
PW19	<u>5</u>	<u>\$25.30</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>
PW20	<u>1</u>	<u>\$23.93</u>	<u>\$25.66</u>	<u>\$26.30</u>	<u>\$26.96</u>
PW20	<u>2</u>	<u>\$24.12</u>	<u>\$26.66</u>	<u>\$27.33</u>	<u>\$28.01</u>
PW20	<u>3</u>	<u>\$24.48</u>	<u>\$27.66</u>	<u>\$28.35</u>	<u>\$29.06</u>
PW20	<u>4</u>	<u>\$24.95</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>

PW20	5	\$25.66	N/A	N/A	N/A
PW21	1	\$23.93	\$25.66	\$26.30	\$26.96
PW21	2	\$24.12	\$26.66	\$27.33	\$28.01
PW21	3	\$24.48	\$27.66	\$28.35	\$29.06
PW21	4	\$24.95	N/A	N/A	N/A
PW21	5	\$25.66	N/A	N/A	N/A
PW22	1	\$24.48	\$26.24	\$26.90	\$27.57
PW22	2	\$24.76	\$27.24	\$27.92	\$28.62
PW22	3	\$25.06	\$28.24	\$28.95	\$29.67
PW22	4	\$25.53	N/A	N/A	N/A
PW22	5	\$26.24	N/A	N/A	N/A
PW23	1	\$24.76	\$26.66	\$27.33	\$28.01
PW23	2	\$25.07	\$27.66	\$28.35	\$29.06
PW23	3	\$25.47	\$28.66	\$29.38	\$30.11
PW23	4	\$25.95	N/A	N/A	N/A
PW23	5	\$26.66	N/A	N/A	N/A
PW24	1	\$25.06	\$27.04	\$27.72	\$28.41
PW24	2	\$25.47	\$28.04	\$28.74	\$29.46
PW24	3	\$25.83	\$29.04	\$29.77	\$30.51
PW24	4	\$26.32	N/A	N/A	N/A
PW24	5	\$27.04	N/A	N/A	N/A
PW26	1	\$26.92	\$28.97	\$29.69	\$30.44
PW26	2	\$27.30	\$29.97	\$30.72	\$31.49
PW26	3	\$27.78	\$30.97	\$31.74	\$32.54
PW26	4	\$28.27	N/A	N/A	N/A
PW26	5	\$28.97	N/A	N/A	N/A
PW27	1	\$27.78	\$29.84	\$30.59	\$31.35
PW27	2	\$28.16	\$30.84	\$31.61	\$32.40
PW27	3	\$28.65	\$31.84	\$32.64	\$33.45
PW27	4	\$29.13	N/A	N/A	N/A
PW27	5	\$29.84	N/A	N/A	N/A
PW34	1	\$33.15	\$35.18	\$36.06	\$36.96
PW34	2	\$33.52	\$36.18	\$37.08	\$38.01
PW34	3	\$34.00	\$37.18	\$38.11	\$39.06
PW34	4	\$34.48	N/A	N/A	N/A
PW34	5	\$35.18	N/A	N/A	N/A

Section 2. **SHIFT DIFFERENTIAL.** During the term of this Agreement, there shall be a shift differential for work and duties assigned and performed during the hours of the second and third shifts as provided in this paragraph:

Shift	<u>HOURS</u>
First	7:00a.m to 3:00 p.m.
Second	3:00p.m. to 11:00 p.m.
Third	11:00 p.m. to 7:00 a.m.

The shift differential shall be twenty cents (\$.20) per hour for the second shift and twenty-five (\$.25) per hour for third shift.

Section 3. **PROMOTIONS.** An employee awarded an upward promotional bid will be placed in the step in the new awarded job that has a rate of pay nearest to but not less than the rate that the employee had been paid in the job held immediately prior to being awarded the new job.

ARTICLE 19 - INCOME REPLACEMENT BENEFIT

Each employee covered by this Agreement who has six (6) months or more service with the Board at the beginning of the fiscal year is eligible for coverage the City's Income Replacement Benefit ("IRB") in the manner and to the extent described in this Article and in the governing Plan Description and applicable insurance documents should the City insure its IRB obligation.

Eligible employees will receive seventy percent (70%) of the employee's regular straight-time hourly rate for the employee's regular weekly hours, up to a maximum of forty (40) hours per week, up to a maximum of twenty-six (26) continuous weeks in the event of an eligible employee's absence for the employee's own non-work-related illness or injury that requires treatment and care by a health care provider and that cannot be accommodated in light duty or another assignment for which the employee is qualified. In the event of an illness, the IRB benefit payment begins on the eighth (8th) calendar day of absence and on the first (1st) calendar day in the event of an accident.

Employees having retained accrued sick days may utilize and apply their accrued sick days toward the period before IRB benefit payments begin and to supplement the IRB benefit up to maximum one hundred percent (100%) of the employee's usual wage compensation. Employees may apply available annual leave toward the period before IRB benefit payments begin.

ARTICLE 20 -HEALTH AND SAFETY COMMITTEE

The City agrees to establish a health and safety committee which shall be comprised of three (3) members of Management and three (3) members of the Union. This committee shall meet quarterly, or more often, if desired, by a majority, to discover conditions which may be unsafe or potentially hazardous to the employees and to discuss possible solutions.

ARTICLE 21 -MISCELLANEOUS

Section 1. **SUGGESTIONS.** Any employee who submits a suggestion to the Department which results in a savings in the costs of operations, shall receive a bonus of between ten dollars (\$10) and one hundred dollars (\$100). The amount will be determined on a periodic basis by a

committee comprised of one (1) member of the Union and two (2) representatives of management.

Section 2. LICENSES.

- A. The City shall reimburse employees for the cost of renewal of their State Wastewater Operator's License, Commercial Driver's License, Hoisting Equipment License, and any other license approved by the General Superintendent.
- B. An employee assigned to CDL Class A equipment shall receive seventy-five cents (\$0.75) per hour in addition to the employee's regular pay. Time spent operating any Class A equipment shall be paid a one (1) hour minimum.

Section 3. WORK RULES. Any change in work rules imposed by management, shall be posted two (2) weeks prior to implementation.

Section 4. PRESCRIPTION GLASSES. The City will not reimburse employees for lost or damaged eyeglasses or contact lenses.

Section 5. DRIVERS LICENSE POLICY. Each member of the bargaining unit agrees to adhere to the Department of Public Works Driver's License Policy Manual. The Parties agree that during the period of this contract, negotiations may be reopened at either party's request with respect to the driver license policy only.

Section 6. Upon completion of the probationary period, employees will only be subject to progressive discipline for good cause. Progressive discipline may consist of a verbal warning, written warning, unpaid suspension, and/or termination depending upon the severity of the offense, length of service, prior disciplinary record, and other relevant factors. In the event an employee is issued a written reprimand, but does not receive any other written discipline (e.g., reprimand, suspension, etc.) in the thirty-six (36) months following the issuance of said reprimand, the written reprimand will be removed from the employee's personnel file. Note: The prior leave abuse procedure in Appendix A will remain in effect through June 30, 2026, and then shall be replaced by the above language on July 1, 2026.**DISCIPLINE.** A warning notice issued for a Section 1 violation of any safety, working or employee conduct rule as defined in the General Conduct Rules and Regulations will remain active in an employee file for a rolling six (6) month period, effective July 1, 2003. This six (6) month limitation shall not apply to Section 2 violations of the General Conduct Rules and Regulations. Section 2 violations that result in discipline of three (3) day suspensions or less shall not be used for progressive discipline purposes if there are no other Section 2 offenses within a thirty-six (36) month period following the initial Section 2 discipline.

A warning notice issued for a Section 3 violation of leave abuse as defined in the General Conduct Rules and Regulations will remain active in an employee file for a rolling twelve (12) month period, effective July 1, 2017. See "Appendix A" for the General Conduct Rules and Regulations.

Section 7. **LETTER FOR MULTIPLE OFFENSES.** One (1) letter will be sent by the City listing all alleged rule infractions of members instead of multiple letters, as is the current practice.

Section 8. **DISCIPLINE AND DISCHARGE.**

- (1) Just Cause. The Employer shall not suspend, demote, discipline, or discharge an employee without just cause.
- (2) The Union shall be promptly given copies of all written warning notices.
- (3) A discharged employee shall be given written notice of his/her discharge and of the reason for the discharge. A copy of such written notice shall be promptly forwarded to the Union.

Section 9. **INSPECTION OF EMPLOYEE RECORDS.**

- (1) The Employer agrees that all records relevant to the processing of a grievance shall be available to the designated Union Representative.
- (2) Employees shall have the right to examine their own personnel files, by appointment.
- (3) Only DPW Management and the designated Union Representative shall have access to other employee's personnel files, the examination of which is not then otherwise restricted by law.

Section 10. **EMPLOYER POLICIES.**

- (1) The Employer retains the right to promulgate and to enforce written rules and regulations that do not conflict with this Agreement, as it may from time to time deem best for the purposes of maintaining order, safety, and/or effective operation of the Employer's operations and after having given advance notice thereof to the Union and the employees.
- (2) It is recognized that the Union reserves the right in the initial grievance filed subsequent to the enforcement of any newly adopted rule or regulation to challenge its reasonableness.
- (3) The Employer shall provide all employees with a list of all general work and safety rules including the department's current workplace policies.

Section 11. **NO INDIVIDUAL AGREEMENT.**

- (1) The Employer agrees that it will not enter into any individual agreement with any employee covered by this Agreement, which is contrary to the terms of this Agreement.
- (2) This Labor Agreement may not be waived or modified in any way except by written agreement of the Employer and the Union.

Section 12. **INTERPRETATION OF AGREEMENT.** The only persons qualified to interpret this Agreement on behalf of the Union shall be an Officer or Business Representative of the Union or the Mayor, City Solicitor, General Superintendent or their designee.

Section 13. **SEPARABILITY.**

- A. Should any part hereof or any provision herein be rendered or declared illegal by reason of any existing or subsequently enacted legislation or by a decree of a court of competent jurisdiction or an unfair labor practice by final decision of a labor relations board of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions hereof. Nothing herein shall be construed to replace or abridge the right of either party to appeal court or administrative decrees or decisions.

- B. In the event that any part or portion of this Agreement is declared illegal, the parties shall enter into immediate collective bargaining negotiations, upon the request of either party for the purpose of arriving at a mutually satisfactory replacement for such part or portion declared illegal.

Section 14. **DEPARTMENT VEHICLES.** To enhance the security of Department personnel and property, as well as the efficiency of Department services, Department vehicles may contain global positioning systems and similar technology and communication systems. In the event of discipline imposed upon an employee, the GPS data will not be the only evidence in support of the imposed discipline.

[Section 15. Christmas tree pick-ups will only occur between December 26 and the end of the third week of January.](#)

ARTICLE 22 - PERSONAL VEHICLE

Section 1. The City agrees to pay an allowance of the current IRS business mileage rate per mile to an employee who has been specifically requested to use the employee's own personal vehicle on City business.

Section 2. All claims for reimbursement must be submitted on an approved form to the Superintendent within thirty (30) days of the use of the personal vehicle.

ARTICLE 23 - PRE-CANCER SCREENING

Section 1. Employees of the bargaining unit may use four (4) hours of paid time on an annual basis for the purpose of undergoing pre-screening. Such time will not be charged to annual leave time or any other accrued time.

Section 2. Types of cancer screening permitted under this order are: Lung, Colon, Breast, Prostate, Skin, Thyroid, Lymph Nodes, Oral Cavity, Reproductive Organs, or any other form of cancer deemed appropriate by the City of Holyoke Health and Human Services Department for screening.

Section 3. Employees may be required to submit medical documents verifying the Employee's screening.

Section 4. This four (4) hour screening cannot be taken in blocks of time, but rather must be taken at one instance.

ARTICLE 24 - SENIORITY

Section 1. A. **CIVIL SERVICE EMPLOYEES:** The length of service of the employee, in the employment of the City of Holyoke in accordance with Civil Service law and rules, shall determine the seniority of the employee. A newly hired employee shall constitute such employee's probationary period in accordance Article 9- Probation Period, of this Agreement.

B. **NON-CIVIL SERVICE EMPLOYEE:** The length of continuous service of the employee, in the employment of the City of Holyoke shall determine the seniority of the employee. In regard to newly hired employees, their probationary period shall be determined in accordance with Article 9- Probationary Period.

Section 2. **PROMOTIONS, VACANCIES AND OTHER EMPLOYEE PREFERENCES.**

A. Except in cases where license or skill requirements necessitate or Civil Service law and rules apply, the principle of seniority shall prevail and control in all cases within the department of the bargaining unit work force as to preference in assignments to shift work, vacation periods, and preference among employees that may arise but are not specifically mentioned hereafter. This provision does not apply to vacancies, job promotions, layoffs, recalls, job reductions, transfers, and/or the First Response Snow Team.

B. Employer will make every effort to promote from within the division in which the Employee is currently employed.

C. The vacancies and promotions shall be posted in all appropriate departments for at least ten (10) working days. The posting shall contain the minimum qualifications, skill requirements, work year, workweek, wages, and job description for the posted position. Copies of all awarded bids shall be sent to the union stewards. The union stewards shall receive copies of all submitted bids.

D. All such vacancies and promotions shall be filled by awarding the position within twenty (20) working days following the end of the posting period based on the criteria of Section 2 of this Article. Factors considered when awarding the position are; seniority, ability and qualifications. Nothing contained in this Article shall prevent the Employer from temporarily filling a job vacancy for up to twenty (20) working days.

E. The first thirty days (30) days after a promotion shall be a probationary period for this promotion. The Employee shall have the option of returning to his or her former position

without loss of seniority. provided the position has not been permanently filled by the Employer.

Section 3. JOB REDUCTION, LAYOFF AND RECALL:

- A. Except in cases where Civil Service law and rules apply, job reduction, layoff and recall shall apply in the following manner listed below.
- B. In the event that the Employer finds it necessary to lay off employees due to lack of work, lack of funds, or other reasons; it will notify the union ten (10) working days in advance of notification to employees. During the ten (10) day period, the Employer shall meet with the union to discuss possible alternative proposals to avoid the layoff and/or mitigate the impact on the Employees.
- C. Opportunity shall be given to Employees, on a seniority basis, to volunteer to be laid off in lieu of other employees. Such volunteers shall be treated as laid off employees.
- D. The employee with the least seniority shall be laid off first. Such an employee may exercise seniority rights against any less senior employee in the same, or lower job classification provided they are qualified as per job descriptions within their current job classification.
- E. Recall within a job classification shall be in reverse order of seniority, that is, the person with the highest seniority shall be rehired or reinstated first.

E.

ARTICLE 25 - CIVIL SERVICE

If, during the life of this agreement, the civil service law is abolished by legislative action or through home rule petition, the pertinent provisions of employee coverage that are no longer applicable by such abolition shall be replaced by the following:

FOR ALL PERMANENT CIVIL SERVICE MEMBERS AND/OR LABOR SERVICE MEMBERS: The City will apply M.G.L. c. 31 to all members of the Association who have permanent civil service at the time of the elimination of civil service and/or labor service status, and such grandfathered status under M.G.L. c. 31 will continue to apply throughout the period of the employee's continuous employment with the City as a member of the Association. In regard to disciplinary actions, such members may choose to file a demand for arbitration or an appeal to the Civil Service Commission. Such determination must be made after receipt of the appointing authority's decision after hearing. In addition, members separated from positions under M.G.L. c. 31, §39 shall be reinstated after being given written notice by first class mail.

FOR ALL NON-CIVIL SERVICE MEMBERS (NOTE: LABOR SERVICE POSITIONS SHALL CONTINUE TO BE COVERED BY THE LABOR SERVICE RULES AND THE FOLLOWING PROVISIONS SHALL NOT APPLY):

Just cause, notice, hearing, decision, appeal: After the completion of a ~~six~~twelve-month probationary period, no member shall be discharged, removed, suspended, laid off, involuntarily transferred, reduced in rank or compensation, nor his/her position be abolished except for just cause. Prior to being discharged, removed, suspended for a period of more than five (5) days, laid off, or reduced in rank or compensation, the member will be given a hearing before the appointing authority or its designee after being provided with a written notice of the time and place of such hearing and the action contemplated and the specific reason or reasons for such action at least three (3) business days prior to the holding thereof, except that if the action contemplated is a layoff because of lack of work, lack of money, or abolition of position, the member shall be given at least seven (7) business days prior notice. Within seven (7) business days after the completion of the hearing, the member shall be given a written notice of the decision, which shall state fully and specifically the reasons, therefore. Thereafter, the member may, within ten (10) working days after said action has been taken, request binding arbitration in accordance with the grievance and arbitration procedure contained in this Agreement.

Suspensions of five (5) days or less: A member may be suspended for just cause for a period of five (5) days or less by the appointing authority or its designee without a hearing prior to such suspension. Within twenty-four (24) business hours after imposing a suspension under this paragraph, the member suspended shall be provided with a written notice stating the specific reason or reasons for the suspension. Within forty-eight (48) business hours after receipt of such notice, the member may file a written request for a hearing before the appointing authority on the question of whether there was just cause for the suspension. If such request is filed, the member shall be given a hearing before the appointing authority or its designee within five (5) business days after receipt by the appointing authority of such request. Whenever such hearing is given, the appointing authority shall give the member suspended a written notice of his/her decision within seven (7) business days after the hearing. Thereafter, the member may, within ten (10) working days after said action has been taken, request binding arbitration in accordance with the grievance and arbitration procedure contained in this Agreement.

Reduction in Force: The following language shall replace the Reduction in Force Article:

In the event that a reduction in the number of employees covered by this agreement is deemed necessary by the City, it shall so advise the ~~Association~~Union and meet and confer with the ~~Association~~Union. The layoff procedure set forth below will be utilized to affect the reduction in all cases, except where the parties may otherwise agree.

A. Non-civil service employees shall be laid off before any permanent civil service employees. Labor service employees who have not completed the six (6) month probationary period shall be laid off before any labor service employees who have completed the probationary period. The following considerations shall be used to determine the order of layoff for non-civil service employees and labor service employees who have completed the applicable probationary period:

1. Length of service computed from the date of initial employment by the City as a bargaining unit employee.

2. Knowledge, training, ability, skill and performance evaluation.

3. Physical fitness; and

4. Leadership qualities.

Where factors (2), (3), and (4) are relatively equal, non-civil service employees and labor service employees who have completed the applicable probationary period shall be laid off in the inverse order of their seniority as computed from the initial date of employment by the City as a bargaining unit employee.

B. If after all non-civil service employees are laid off, additional layoffs are still necessary, permanent civil service employees will be laid off in the inverse order of their seniority as set forth below:

A permanent ~~employee~~custodian, whether a building custodian or senior building custodian in a contractual grade level which must be reduced, who has the least seniority, measured from the first day of service in that grade, will have the right to bump down into the next lower grade and shall be presumed to have the highest seniority for purposes of this section in that grade. If that or any subsequent bumping requires a reduction of the total number of employees in a next lower grade, the employee who has the least seniority in the said lower grade, measured from the first day of service in that grade, will in turn have the right to bump down into ~~the~~his next lower grade under the same conditions as set forth above. The right to bump into the next lower grade shall encompass the right of ~~employee~~senior custodians in the lowest senior grade in which ~~employee~~custodians are employed to bump into the highest junior grade in which ~~employee~~custodians are employed. After the bumping process has been completed in the manner set forth above, necessary layoffs will be made in the lowest contractual grade in which ~~employee~~custodians are employed in inverse order of seniority measured from the first day of service in the said lowest grade.

C. To the extent practical, normal attrition will be used to accomplish any reduction in the work force. That is, employees who die, resign, or retire will not be replaced by new employees if there are permanent civil service employees laid off. When permanent civil service employees are laid off, the City agrees not to hire any new employees to fill permanent vacancies to which a laid off permanent civil service employee may be qualified and available for recall.

D. If an employee becomes separated from their position because of lack of work or lack of money or abolition of position, their name shall be placed by the City on a re-employment list according to seniority.

E. In the event that a court or administrative agency of competent jurisdiction determines that any of the foregoing sections of this Article are contrary to state law, the remaining sections shall remain in full force and effect.

Vacancies: The following language shall be added to the Vacancies Article: Permanent civil service employees shall have preference over non-civil service employees for purposes of promotional appointments as defined above. Labor service employee who have completed the six (6) month probationary period shall have preference over labor service employees who have not completed the six (6) month probationary period for purposes of promotional appointments as defined above.

The City agrees to file a home rule petition to eliminate civil service. Said petition shall not include the elimination of labor service. The Association agrees to provide a letter in support of said petition.

~~Section 1. The Employer and the Union shall recognize and adhere to all Civil service laws and regulations relative to seniority, promotions, transfers, discharges and suspensions that apply to civil service employees.~~

~~Section 2. Civil Service Employees shall have the option to pursue appeal remedies under Civil Service laws and regulations or file a grievance in accordance with Article 16 for all disciplinary action taken against them, but may elect only one or the other to appeal. Probationary Employees shall not be afforded the right to file a grievance under the provisions of Article 16 for discipline and discharge issues.~~

~~Section 3. In the event of the abolishment or modification of Civil Service Law and Rules wherein employee coverage is lessened or changed during the life of this Agreement, the contract shall be reopened upon notification to the City by the Union to permit negotiations of such pertinent matters into the scope of this Agreement.~~

~~Section 4. An employee shall be permitted time off without loss of pay while they are taking a Massachusetts Civil Service Department examination for a position in the municipal service of the City of Holyoke.~~

ARTICLE 26 - COMPLETION OF DAILY WORK ROUTE/ASSIGNMENT

Section 1. Routes will be assigned based on seniority. The City may reasonably adjust collection routes for the purpose of increasing operation efficiencies.

Section 2. In consideration for ensuring that all collection operations are completed on a daily basis, it may be necessary to assist other employees if needed in order to maintain collection schedules. It is understood that work days may be longer ~~or shorter~~ due to fluctuations in collection volume ~~and will normally be handled by current past practice.~~

ARTICLE 27 - TOOL PROTECTION

The Employer will furnish to each employee who is required to use his/her personal tools to perform his/her duties as an employee, a suitable place to store such tools. Such storage space will be lockable by a padlock, to be supplied by the employee, and reasonably secure.

Each employee who is furnished storage space under the terms of this Article will submit an inventory of such tools to the Employer and revise said inventory as it may change. The Employer will not be obligated to replace any tool under the terms of this Article unless such tool appears on a previously submitted inventory. The Employer may corroborate any such inventory by reasonable inspection.

All power driven tools required by the nature of employment of any employee will be provided by the Employer. The necessity of any power driven tool will be determined in the sole discretion of the Employer. The Employees will conform to all procedures which the Employer might establish to secure and fix responsibility for such tools.

ARTICLE 28 - TOOL ALLOWANCE

Motor Equipment Repairmen and Carpenters will upon submission of a receipt proving purchase of tools required to be used in the performance of their individual job duties receive a tool allowance of up to seven hundred fifty dollars (\$750.00) per year not added to base salary, to compensate them for using their personal tools at work and for purchasing new tools.

ARTICLE 29 – RAIN GEAR

Work related rain gear as designated by the Superintendent and purchased by the employee will be reimbursed annually up to \$50 upon production of a receipt for its purchase.

ARTICLE 30 - SCOPE OF AGREEMENT

Section 1. **GENERALLY.** The Union and the employees and the City acknowledge and agree that during the course of the negotiations preceding the execution of this Agreement, all matters and issues of interest to the Union and to the employees and to the City pertaining to salaries, wages, hours and conditions of employment have been discussed and that the understandings and agreements among the Parties concluded during the course of the negotiations are fully stated in this Agreement. All such matters are and shall be governed exclusively by and limited to the terms and provisions of this Agreement and that neither the Union nor the City shall be obligated to negotiate with the other during the term of this Agreement with respect to any matter or issue pertaining thereto, whether or not specifically included in this Agreement or discussed during the negotiations preceding the execution of this Agreement provided, however, that nothing in this Paragraph shall in any way limit or restrict the rights and duties prescribed in Article Sixteen. No addition to, alteration, modification or waiver of any term,

provision, condition or restriction in this Agreement shall be valid, binding or of any force or effect unless made in writing and executed by the City and by the Union.

Section 2. **EFFECT OF PROVISIONS.** Except as otherwise specifically provided, the provisions of this Agreement shall apply only to employees who are actually working and in the active employ of the Board on and after the date of the execution of this Agreement. By mutual agreement in writing between the Board and the Union, any of the time limitations provided in this Agreement may be extended and each of the Parties to this Agreement agrees not to unreasonably withhold assent to the request by the other Party for a reasonable extension of said time limitations. The failure by the City, the Board or the Union in one (1) or more instances to observe or enforce any provision of this Agreement shall not be construed to be a waiver of said provision.

ARTICLE 31 - FAMILY AND MEDICAL LEAVE

Employees must use personal annual leave when they are placed on Family and Medical Leave (FMLA) or Massachusetts Small Necessities Leave Act (SNLA) leave.

ARTICLE 32 - DURATION

Section 1. **DURATION.** The provisions of this Agreement shall take effect upon ratification of its provisions by the Union and shall continue in full force and effect until and including June 30, 2028⁵.

Section 2. **REOPENER.** The City and Union agree to reopen the terms of this Agreement for further bargaining as follows:

- (1) The Union shall have the right to demand to bargain for a successor agreement four (4) months before this Agreement expires.

IN WITNESS WHEREOF, the City of Holyoke has caused this Agreement to be executed in its behalf by Josh Garcia, its duly elected Mayor and by David Moore, the duly designated Chairman of its Board of Public Works, and caused this Agreement to be executed in its behalf by _____, President, duly authorized, at Holyoke, Massachusetts, on this day of day _____, 2026⁵²

FOR UCFW LOCAL 1459:

Jeff Jones, President

Date

FOR THE CITY OF HOLYOKE:

Josh Garcia, Mayor

Date

Approved as to Form:

Lisa Ball, City Solicitor

Appendix "A"

CITY OF HOLYOKE DEPARTMENT OF PUBLIC WORKS GENERAL CONDUCT RULES AND REGULATIONS

The General Superintendent requests the cooperation of all DPW employees in the Department's efforts to make every employee familiar with all of its safety and operating rules, in order that accidents may be prevented and effective performance promoted.

In the interest of this common cause, the DPW has obligated itself to enforce, both strictly and fairly, the rules listed below, and where necessary applying disciplinary action to assure compliance.

To minimize the likelihood of any employee becoming disciplined, the General Superintendent restates herewith that the following rules will continue to govern employment in the DPW.

Section I

A violation of leave abuse, safety, working, or employee conduct rules not specified in Section II shall be cause for corrective disciplinary action. This action may consist of the following: one written warning, a second written warning, a three (3) day suspension, a five (5) day suspension, a thirty (30) day suspension, and/or termination as well as incorporating a record of the offense in the personnel file of the employee.

Issuance of disciplinary action starts a six-month "probationary window." If no additional violation of a safety, working or employee conduct rule not specified in Section II occurs within that six-month period, the disciplinary action will be rendered inactive for future disciplinary purposes. All warning notices and suspensions issued, whether active or inactive, will however remain a part of the employee's Personnel File. Each succeeding violation carries an additional six-month probationary window in which progressive discipline can continue. When the probationary window expires at any time during this process, all previous warning notices and/or suspensions will be rendered inactive.

Disciplinary action issued under Section I shall be applied progressively within, and not between, each rule indicated below.

These Section I rules include but are not limited to:

- a. Leaving your work place or visiting around the site from your usual or assigned place of duty at any time, either during or outside your regular working hours, without permission of your supervisor
- b. Unsatisfactory work performance.
- c. Tardiness and job abandonment.
- d. No call, no show.

Section II

The following offenses may be cause for a suspension up to five days or discharge based upon the circumstances surrounding the incident. Employees suspended for violations of this section will be reinstated on a last chance basis. Another offense will be cause for discharge within a twelve (12) month period. These Section II rules include but are not limited to:

- a. ~~Carelessness in the performance of duties assigned or in the care or use of DPW and City property.~~
- b. ~~Stealing or conduct, including hiding, damaging or destroying any property of the City, DPW or other employees.~~
- c. ~~Obtaining material on fraudulent orders or misrepresentation.~~
- d. ~~Falsifying or refusing to give testimony when accidents are being investigated; falsifying or assisting in the falsification of personnel records or other records; giving false information in making application for employment.~~
- e. ~~Use of abusive or threatening language towards another employee, City official or the general public.~~
- f. ~~Unauthorized possession of weapons or explosives, without written consent.~~
- g. ~~Reporting for work under the influence of alcohol; being in possession of alcohol while in or on DPW property; reporting for work under the influence of drugs not prescribed by a licensed physician for personal use while at work; being in possession of illegal drugs while in or on DPW property.~~
- h. ~~Fighting or attempting bodily injury to another employee or the general public.~~
- i. ~~Smoking or striking lights in restricted (hazardous) areas.~~
- j. ~~Offering or receiving money or other valuable consideration in exchange for a job, better work place or any advantage in working conditions.~~
- k. ~~Conduct which violates the common decency, morality or law of the community (including gambling on DPW property).~~
- l. ~~Unauthorized use of DPW property.~~
- m. ~~Insubordination (refusal or failure to perform work assigned, or to comply with the instructions of a supervisor).~~
- n. ~~Sexual, racial, or other legally prohibited harassment or discrimination to an employee, customer, or member of the public during or arising out of the work hours or workplace.~~

Section III

~~A violation of Section III Leave Abuse shall be cause for corrective disciplinary action. This action may consist of the following: two written warnings, a one (1) day suspension, a three (3) day suspension, a five (5) day suspension, a thirty (30) day suspension or termination, as well as incorporating a record of the offense in the personnel file of the employee.~~

~~Issuance of disciplinary action starts a twelve-month “probationary window.” If no additional violation of leave abuse occurs within that twelve-month period, the disciplinary action will be rendered inactive for future disciplinary purposes. All warning notices and suspensions issued, whether active or inactive, will however remain a part of the employee’s Personnel File. Each succeeding violation carries an additional twelve-month probationary window in which progressive discipline can continue. When the probationary window expires at any time during this process, all previous warning notices and/or suspensions will be rendered inactive.~~

APPENDIX “AB”

MEMORANDUM OF AGREEMENT
TEMPORARY WORKERS

To maintain operation capacity, the City may utilize temporary employees during periods of extended employee absence due to a work related injury (workman’s comp), or a non-work related injury, or the City’s Income Replacement Benefit, regardless of the DPW unit the employee works for. The City recognizes the Union's concern that hiring large numbers of temporary employees tends to undercut the proper role of this Collective Bargaining Agreement. The City will attempt to place employees who are on workman’s comp, on light duty assignments provided the light duty assignments are available and are with the employee’s work restrictions.

Temporary employees shall be utilized under the following conditions:

- a. Temporary employees will be hired from an outside agency and considered not to be a member of the bargaining unit.
- b. When a temporary employee is hired to replace an injured employee of the bargaining unit, the temporary employee shall not work in the same job capacity in excess of six (6) months without mutual agreement between the City and the Union.
- c. Temporary employees will be placed on refuse and work as laborers.
- d. Temporary employees cannot bid on any open bargaining unit position until they are hired as permanent employees of the City in accordance with Civil Laws and the collective bargaining agreement.
- e. The City will not have more than five (5) temporary workers at a given time without, mutual agreement between the City and the Union.
- f. Temporary employees shall not be paid greater than any current bargaining unit within the same job classification and will receive no benefits as outline in the collective bargaining agreement while at the Holyoke DPW.
- g. Any scheduled or unscheduled overtime work shall be first offered to bargaining unit members in accordance with the terms of the collective bargaining agreement.

FOR UCFW LOCAL 1459:

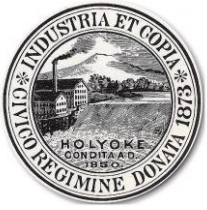
Jeff Jones, President

Date

FOR THE CITY OF HOLYOKE:

Josh Garcia, Mayor

Date



Mayor Joshua A. Garcia

Timothy M. Rivers, Director

City of Holyoke

Board of Health

PUBLIC SAFETY COMMITTEE

Public Safety Committee,

According to the CDC Cannabis is the most used federally illegal drug in the United States and approximately 3 in 10 people have Cannabis Use Disorder. The risks of developing Cannabis Use Disorder greatly increases when adolescents use it. Adverse effects of Cannabis Use are more likely to occur within the developing brains of minors and sometimes linked to increased risk of memory learning, and other mental health risks. This has been a commonly known effect of Cannabis Use, however, there is not enough evidence to indicate whether this is a major public health concern since its legalization.

State law was passed in 2017, mandating that the regulatory authority is the MA Cannabis Control Commission. It is their responsibility to have continued dialogue, enforce regulations, and publicize scientific research in relation to social, physical, and mental effects on Massachusetts Residents. The commission must meet annually and review the research to inform their policy decisions.

There are pros and cons legalization may have on mental and physical Health. Negative effects of legal cannabis are the general attitudes and environmental youth exposure to cannabis shops. Normalizing cannabis use creates a culture that makes risk appear low or nonexistent. It may reduce the fear in young people to try cannabis and effect their developing brains and leave them at increased risk for Cannabis Use Disorder.

Some positive effect of legal cannabis is the limiting of profit margins for illegal Cannabis operations. Now, Cannabis that is sold legally is to be regulated by a state led agency; this significantly decreases the risk of adulteration. This controls the dosage and purity of the THC and processing would follow approved regulatory process.

At the local level, we are unable to control the lawful manufacturing, distribution, and sale of Regulated Cannabis products, however, we can seek strategies that prevent the youthful misuse of Cannabis in our city. When asked about initiatives, HPS works closely with local youth community partners to address youth substance misuse. The curriculum is attached to this response. In addition to Holyoke Public Schools addressing youth Cannabis Education and Prevention. The Board of Health is addressing locally, the regulation and sale of Non-regulated THC products in local food establishments. These

CITY HALL ANNEX • 20 KOREANS VETERAN PLAZA

HOLYOKE, MASSACHUSETTS 01040-5037

PHONE: (413) 322-5595 • FAX: (413) 322-5596

Birthplace of Volleyball



Mayor Joshua A. Garcia

Timothy M. Rivers, Director

City of Holyoke

Board of Health

PUBLIC SAFETY COMMITTEE

regulations will likely take effect in the next few months. The Local Board of Health is looking to regulate any THC product that is not permitted under the CCC. This will remove unauthorized THC products from the shelves or as an additive to local food establishments and there will be fines issued to those that do not adhere to local public health regulations.

Timothy Rivers
Board of Health Director
413-322-5595
Riverst@Holyoke.org

*CITY HALL ANNEX • 20 KOREANS VETERAN PLAZA
HOLYOKE, MASSACHUSETTS 01040-5037
PHONE: (413) 322-5595 • FAX: (413) 322-5596
Birthplace of Volleyball*

Holyoke Public Schools Curriculum and Programs Addressing Substance Use Awareness

Curriculum and programs that specifically address substance use awareness for HPS students. Links to additional information and the appropriate tier (1-Core, 2-Supplemental, or 3-Intensive) are included below. For more information, contact [Cynthia Carbone](#) or [Giselle Rojas](#).

SY 21-22: 38 students disciplined for illegal substances SY 22-23: 50 students disciplined for illegal substances SY 23-24: 39 students disciplined for illegal substances					
School/Grade Level	Established Curriculum (Name/Type of Program) Provide Link and Tier	Individual Lessons on Substances (Describe content and grade levels) Provide Link and Tier	Special Event / Program (Assemblies, Red Ribbon Week, guest speakers, etc.) Provide Link and Tier	Community / Parent Involvement (PTA, local health agencies, treatment centers, law enforcement, etc.) Provide Link and Tier	Future Recommendations Provide Link and Tier
K-5 Donahue	Great Body Shop (K-5 comprehensive health) (Tier 1)	Great Body Shop (K-5 comprehensive health) (Tier 1)			Red Ribbon Special Events Week Tier 1
K-5 EN White	Great Body Shop (K-5 comprehensive health) (Tier 1)	Great Body Shop (K-5 comprehensive health) (Tier 1)			Red Ribbon Special Events Week Tier 1
K-5 Kelly School	Great Body Shop (K-5 comprehensive health) (Tier 1)	Great Body Shop (K-5 comprehensive health) (Tier 1)			Red Ribbon Special Events Week Tier 1
K-5 Lawrence	Great Body Shop (K-5 comprehensive health) (Tier 1)	Great Body Shop (K-5 comprehensive health) (Tier 1)			Red Ribbon Special Events Week Tier 1
K-5 McMahon	Great Body Shop (K-5 comprehensive health) (Tier 1)	Great Body Shop (K-5 comprehensive health) (Tier 1)			Red Ribbon Special Events Week Tier 1
PK-5 Morgan	Great Body Shop (K-5 comprehensive health) (Tier 1)	Great Body Shop (K-5 comprehensive health) (Tier 1)			Red Ribbon Special Events Week Tier 1
Peck Middle Grade 6					Great Body Shop Grade 6 Curriculum (Tier 1)

Holyoke Public Schools Curriculum and Programs Addressing Substance Use Awareness

					<p>Purchased/ Not yet implemented (click "Topics" and "Substance Abuse")</p> <p><u>*iDECIDE 4 session program for 6-8</u> (Tier 2 Youth At-Risk) FREE training available</p> <p><u>Red Ribbon Special Events Week Tier 1</u></p>
Peck Middle Grade 7			<p><u>SBIRT Screening</u> (Screening, Brief Intervention, and Referral to Treatment) SBIRT is used to screen for alcohol, nicotine, tobacco, and other drug use. This health screening is required by the State.</p>		<p><u>Great Body Shop MS 1 Curriculum</u> (Tier 1) Purchased/ Not yet implemented (click "Topics" and "Substance Abuse")</p> <p><u>* iDECIDE 4 session program for 6-8</u> (Tier 2 Youth At-Risk) FREE training available</p> <p><u>Red Ribbon Special Events Week Tier 1</u></p>
Peck Middle Grade 8					<p><u>Great Body Shop MS 2 Curriculum</u> (Tier 1) Purchased/ Not yet implemented (click "Topics" and "Substance Abuse")</p> <p><u>*iDECIDE 4 session program for 6-8</u> (Tier 2 Youth At-Risk) FREE training available</p> <p><u>Red Ribbon Special Events</u></p>

Holyoke Public Schools Curriculum and Programs Addressing Substance Use Awareness

					<u>Week Tier 1</u>
Sullivan Middle Grade 6	Some Counselors trained in the <u>*iDECIDE 4 session program for 6-8</u> (Tier 2 Youth At-Risk) FREE training available				<p><u>Great Body Shop Grade 6 Curriculum</u> (Tier 1) Purchased/ Not yet implemented (click "Topics" and "Substance Abuse")</p> <p><u>*iDECIDE 4 session program for 6-8</u> (Tier 2 Youth At-Risk) FREE training available</p> <p><u>Red Ribbon Special Events Week Tier 1</u></p>
Sullivan Middle Grade 7	Some Counselors trained in the <u>*iDECIDE 4 session program for 6-8</u> (Tier 2 Youth At-Risk) FREE training available		<u>SBIRT Screening</u> (Screening, Brief Intervention, and Referral to Treatment) SBIRT is used to screen for alcohol, nicotine, tobacco, and other drug use. This health screening is required by the State.		<p><u>Great Body Shop MS 1 Curriculum</u> (Tier 1) Purchased/ Not yet implemented (click "Topics" and "Substance Abuse")</p> <p><u>*iDECIDE 4 session program for 6-8</u> (Tier 2 Youth At-Risk) FREE training available</p> <p><u>Red Ribbon Special Events Week Tier 1</u></p>
Sullivan Middle Grade 8	Some Counselors trained in the <u>*iDECIDE 4 session program for 6-8</u> (Tier 2 Youth At-Risk) FREE training available				<p><u>Great Body Shop MS 2 Curriculum</u> (Tier 1) Purchased/ Not yet implemented (click "Topics" and "Substance Abuse")</p> <p><u>*iDECIDE 4 session program for 6-8</u> (Tier 2)</p>

Holyoke Public Schools Curriculum and Programs Addressing Substance Use Awareness

					<p>Youth At-Risk) FREE training available</p> <p><u>Red Ribbon Special Events Week Tier 1</u></p>
HHS Dean Grade 9	*Counselors trained in the * <u>iDECIDE 4-session program</u> (Tier 2 Youth At-Risk)		<u>SBIRT Screening</u> (Screening, Brief Intervention, and Referral to Treatment) SBIRT is used to screen for alcohol, nicotine, tobacco, and other drug use. This health screening is required by the State.		<p>Additional staff could be trained in the *<u>iDECIDE program for 9-12</u> (Tier 2 Youth At-Risk)</p> <p><u>Red Ribbon Special Events Week Tier 1</u></p>
HHS Dean Grade 10					<p>Additional staff could be trained in the <u>iDECIDE program for 9-12</u> (Tier 2 Youth At-Risk)</p> <p><u>Red Ribbon Special Events Week Tier 1</u></p>
HHS Dean Grade 11					<p>Additional staff could be trained in the * <u>iDECIDE program for 9-12</u> (Tier 2 Youth At-Risk)</p> <p><u>Red Ribbon Special Events Week Tier 1</u></p>
HHS Dean Grade 12					<p>Additional staff could be trained in the <u>iDECIDE program for 9-12</u> (Tier 2 Youth At-Risk)</p> <p><u>Red Ribbon Special Events Week Tier 1</u></p>

Holyoke Public Schools Curriculum and Programs Addressing Substance Use Awareness

<p>HHS North Grade 9</p>	<p>1 week discussing drug use (alcohol, tobacco, and vaping), with a focus on decision-making and refusal skills.</p> <p>Guest Speaker: A drug counselor from the Holyoke Health Center presents on substance abuse.</p> <p>Vaping: The Teen Clinic provides a session on the risks of vaping.</p> <p>Decision-Making: Address drug use in the context of decision-making lessons and show the video <u>"Without Bias"</u> to spark discussion.</p> <p>Refusal Skills: These are taught during the Sex Ed unit, with a focus on how to resist peer pressure, including around drug use.</p> <p>Some Counselors trained in the <u>*iDECIDE 4-session program</u> (Tier 2 Youth At-Risk)</p>		<p><u>SBIRT Screening</u> (Screening, Brief Intervention, and Referral to Treatment) SBIRT is used to screen for alcohol, nicotine, tobacco, and other drug use. This health screening is required by the State.</p> <p>Partnership with Massachusetts General Hospital which includes surveying our students in 9-11th grade in the fall and spring and asking questions about drugs, alcohol, and mental health.</p>		<p><u>*iDECIDE 4 session program for 9-12</u> (Tier 2 Youth At-Risk) FREE training available</p> <p><u>Red Ribbon Special Events Week</u> Tier 1</p>
<p>9-12 HHS North Grade 10</p>	<p>Some Counselors trained in the <u>*iDECIDE 4-session program</u> (Tier 2 Youth At-Risk)</p>		<p>Partnership with Massachusetts General Hospital which includes surveying our students in 9-11th grade in the fall and spring and asking questions about drugs, alcohol, and mental health.</p>		<p><u>*iDECIDE 4 session program for 9-12</u> (Tier 2 Youth At-Risk) FREE training available</p> <p><u>Red Ribbon Special Events Week</u> Tier 1</p>

Holyoke Public Schools Curriculum and Programs Addressing Substance Use Awareness

<p>9-12 HHS North Grade 11</p>	<p>Some Counselors trained in the <u>*iDECIDE 4-session program</u> (Tier 2 Youth At-Risk)</p>		<p>Partnership with Massachusetts General Hospital which includes surveying our students in 9-11th grade in the fall and spring and asking questions about drugs, alcohol, and mental health.</p>		<p><u>*iDECIDE 4 session program for 9-12</u> (Tier 2 Youth At-Risk) FREE training available</p> <p><u>Red Ribbon Special Events Week</u> Tier 1</p>
<p>9-12 HHS North Grade 12</p>	<p>Some Counselors trained in the <u>*iDECIDE 4-session program</u> (Tier 2 Youth At-Risk)</p>				<p><u>*iDECIDE 4 session program for 9-12</u> (Tier 2 Youth At-Risk) FREE training available</p> <p><u>Red Ribbon Special Events Week</u> Tier 1</p>
<p>Opportunity Academy Grade 9</p>					<p><u>*iDECIDE 4 session program for 9-12</u> (Tier 2 Youth At-Risk) FREE training available</p> <p><u>Red Ribbon Special Events Week</u> Tier 1</p>
<p>Opportunity Academy Grade 10</p>					<p><u>*iDECIDE 4 session program for 9-12</u> (Tier 2 Youth At-Risk) FREE training available</p> <p><u>Red Ribbon Special Events Week</u> Tier 1</p>
<p>Opportunity Academy Grade 11</p>					<p><u>*iDECIDE 4 session program for 9-12</u> (Tier 2 Youth At-Risk) FREE training available</p> <p><u>Red Ribbon Special Events Week</u> Tier 1</p>

Holyoke Public Schools Curriculum and Programs Addressing Substance Use Awareness

<p>Opportunity Academy Grade 12</p>					<p>*<u>iDECIDE 4 session program for 9-12</u> (Tier 2 Youth At-Risk) FREE training available</p> <p><u>Red Ribbon Special Events Week</u> Tier 1</p>
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*Note: iDECIDE (Tier 2) consists of 4 core modules, each approximately 45-75 minutes in length, with the flexibility of being delivered in one, two, or four sessions. While iDECIDE was designed as an alternative to punishment, it can be used outside of an infraction context as a general drug education curriculum for adolescents experimenting with substances. iDECIDE is not a cessation program and is not meant to be used in place of treatment. Free training available. Facilitators will ideally have experience in mental health and/or substance use education and/or counseling. One day of training is required.

Re: Road Kill

Sec. 14-9. - Animal control officers; regulatory authority vested in board of health; hearing authority.

- (a) The mayor shall appoint an animal control officer, whose primary responsibilities shall include the enforcement and implementation of this chapter and any rules and regulations promulgated hereunder; any state or federal laws regarding the safety and wellbeing of animals, or their impact on public health. The animal control officer shall coordinate and administer the activities of the animal control program in accordance with the goals, policies, practices, and procedures established by the board of health.
- (b) No person shall interfere with, molest, hinder, or abuse an animal control officer in the exercise of official duties. A person who violates this section shall be fined not less than \$100.00.
- (c) The board of health shall have the power to make rules and regulations, not inconsistent with this chapter or state or federal law, for the efficient and orderly enforcement of this chapter, and otherwise to provide for the safety and wellbeing of animals kept within the city.

(Ord. of 9-1-15 [9th amd.], § 1)

On Wed, Feb 18, 2026 at 12:08 PM Erick Velez <veleze@holyoke.org> wrote:

Response to Item 20 – Roadkill Disposal Procedures

Good afternoon, folks,

Thank you for including me in this discussion regarding Item 20 and the current procedures for the disposal of deceased animals on sidewalks, streets, and other city properties. I appreciate the opportunity to clarify how this process is handled operationally.

First and foremost, I am the individual “on call” for these situations 24 hours a day, seven days a week, unless I am away, ill, or otherwise unavailable. In those instances, BRAMAN Disposal will often respond directly, as was the case this past Friday involving the deceased cat wrapped in a pink pillowcase. When BRAMAN responds, the Board of Health receives the invoice on the next business day. The bill is processed consistently each time by our Board of Health Clerk, Sue Buyer. There is a standard procedure in place, and it has been handled the same way for years.

With respect to departmental responsibilities, DPW is already responsible for maintaining city sidewalks and streets; however, DPW does not dispose of roadkill larger than a squirrel or chipmunk. Smaller mammals are typically addressed during routine street sweeping. Larger animals located on public ways are addressed through Animal Control. Historically, HPD Dispatch has been very reasonable about limiting after-hours calls, particularly on Friday evenings, but HPD will contact me on the weekend when necessary—especially when large roadkill is impeding traffic or presents a hazard along city roads. This includes, but is not limited to, Route 202 and Northampton Street, both of which are Massachusetts State roads. Although they are state-owned, I clear them when necessary because they run within our municipal borders and directly impact public safety in our community.

Per my employment contract, I do not receive overtime compensation for after-hours responses. I have never received overtime for this work, and this has been the longstanding practice since I began working for the City, back in 2014. Additionally, there are no “workers” assigned to this responsibility—I am the sole individual responding to these calls on a 24/7 basis.

Lastly, it is important to reiterate that deceased animals on private property remain the responsibility of the property owner or occupant. The only exceptions occur when I personally assess a situation and determine that an elderly or vulnerable resident is in clear need of assistance and lacks the financial means to secure removal services, as was the case last week with an 89-year-old resident on Pine Street. Those decisions are made on a case-by-case basis with compassion and discretion.

I hope this provides clarity regarding the current structure and practice. I am open to participating in any further discussion about potential options or adjustments moving forward.

Cordially, Erick Velez, BS.CJ, MS
Board of Health
Animal Health Inspector
20 Korean Veterans Plaza
Room 306
Holyoke, MA 01040
413-322-5595

On Thu, Feb 12, 2026 at 10:34 AM Timothy Rivers <riverst@holyoke.org> wrote:

----- Forwarded message -----

From: **Timothy Rivers** <riverst@holyoke.org>
Date: Wed, Feb 11, 2026 at 3:14 PM
Subject: Road Kill
To: Meagan Magrath <megmagrath@gmail.com>

Good Afternoon Meg,

I received this order for Erick and I included Erick to verify the information.

Item 20: 10-21-25 Magrath-Smith - ordered, that Animal Control present options for disposal of roadkill on sidewalks, streets, and city properties in general on weekends, including shifting the responsibility for picking up roadkill to a different city department, shifting the hours of workers, or hiring an on-call provider.

I believe the DPW handles smaller animals on public property on the weekends. The police department will call Braman for larger areas but the Board of Health Pays the Bill. I included the guidance document that we have in the office.

Below is currently what is on our website:

Dead Animals

Report dead animals in the roadway to the Board of Health at 1-413-322-5595 Monday through Friday, 8:30 to 4:30 nights or weekends call the Police Department at 1-413-322-6900.

Mammals larger than squirrels can be removed from the town-owned roads by the “disposer of dead animals”. Squirrels and smaller mammals will NOT be collected.

Dead animals on State-owned roads will be collected by the Massachusetts Department of Transportation.

Dead animals on private property are the sole responsibility of the property owner or occupant!

Timothy Rivers CP-FS
Board of Health Director Holyoke Board of Health 413-322-5595

City of Holyoke Health Benefit Meeting
February 9, 2026
Fire Headquarters

The meeting was called to order by Quentin Donohue at **5:00 PM**

In attendance:

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

City Representatives: Sharon Bittner-Willis- Interim City Auditor, Dazhana Argueta-Personnel Specialist, Ann Marie DaSilva-Nembirkow-Holyoke Public Schools

Others: Quentin Donohue - chair, Steve Corbin - Dowd Insurance, Kelly Curran - HR Director, Rebecca Sutter - Dowd, Jamie Morrow- Chief Procurement Officer

Agenda:

Receive minutes from 1/26/26 meeting noting cancellation

MOTION Chris Butler made a motion to receive the 1/26/26 minutes. Joe O'Connor seconded. Motion carried unanimously

Receive minutes from 12/15/25 meeting

MOTION Chris Butler made a motion to receive the 12/15/25 minutes. Joe O'Connor seconded. Motion carried unanimously

Re-sign minutes from 10/14/25 meeting

MOTION: Joe O'Connor made a motion to receive the 10/14/25 minutes. Dazhana Argueta seconded. Motion carried unanimously

RFP Process- Jaime Morrow

- Jamie Morrow, Chief Procurement Officer, provided education regarding the RFP process and discussed whether the Trust would pursue a Broker model, Consultant model, or a hybrid approach.
- Jamie clarified that it is the Trust's responsibility to determine what services are needed before an RFP can be drafted. Procurement will assist in the process but cannot determine scope on behalf of the Trust.

Discussion included:

- Broker compensation is typically based on a percentage of plan cost (commission).
- Consultant compensation is typically a flat fee based on defined services.
- Consultants may appear less expensive upfront but may require additional fees if scope expands.
- It is considered best practice to periodically revisit and issue an RFP to ensure best value for taxpayer dollars.

- A clear and specific scope will produce better proposals and more accurate pricing.
 - Westfield currently has an RFP out for consulting services.
 - The City is self-insured and future RFP documents should reflect that structure.
- Jamie will circulate sample RFPs from comparable communities, including self-insured models, for review.
 - The current agreement is year-to-year and an RFP could be issued at any time. The group discussed preparing for a possible summer RFP timeline, with results potentially in the fall.

Review Retiree Insurance Election Policy- Kelly Curran and Dazhana Argueta

The Trust discussed the current policy allowing retirees to leave and later re-enroll in the City's health insurance plan.

It was noted that many municipalities do not allow retirees to rejoin once coverage is dropped. Concerns were raised regarding:

- Adverse selection
- Budget unpredictability
- Administrative burden
- Medicare/Medex enrollment changes

Discussion also included fairness to retirees who dedicated many years of service and whose circumstances may change (spousal coverage loss, retirement, death).

Questions were raised about tracking how many retirees have left and returned to the plan.

MOTION: Joe O'Connor made a motion to keep the current policy allowing retirees to return to the plan. Chris Butler seconded.

After discussion, the motion was withdrawn.

The Trust agreed to track retiree enrollment activity for approximately 6–12 months and revisit the issue once data is available. No policy change was made at this time.

Broker Update/Rx Carve Out

Dental

Steve Corbin presented dental renewal projections based on approximately 30 months of claims data (FY24–FY26).

- Projected annual dental claims: approximately \$1.241 million
- Current funding: approximately \$1.082 million
- Shortfall: approximately 14.7%

Recommendation: 15% dental rate increase.

Estimated impact:

- Approximately \$2.25 per paycheck (individual)
- Approximately \$6.60 per paycheck (family)

Holyoke continues to split dental costs 50/50, which is more generous than many municipalities.

Joe O'Connor stated that prior financial information had been misleading and that the Trust did not receive up-to-date data at the time previous decisions were made.

Discussion included reviewing alternative dental administrators (Delta, Guardian, MetLife) and reviewing provider disruption if changes are considered.

Medical

Medical renewal projections were presented using approximately 30 months of claims data.

- Stop-loss projected at 20–25% increase (final renewal expected late April/early May).
- Pharmacy rebates average approximately \$450,000 per quarter.
- Two rate options presented: 7% or 9% increase.

Steve explained that GIC is state subsidized and Hampshire County Health Insurance Trust experienced instability due to repeated zero percent increases in prior years. Holyoke's Trust has made steady increases and maintained stability.

Review Open Enrollment timeline - Kelly Curran and Dazhana Argueta

Dazhana Argueta discussed conducting a full open enrollment requiring updated documentation for all employees and retirees on the active plans.

Proposed timeline:

- Mid-April: notifications distributed
- May 1–May 15: open enrollment period
- Additional week for documentation
- Administrative processing late May
- July 1 implementation

Discussion included coordination between Section 19 and the Trust.

GLP-1 Coverage

GLP-1 utilization for weight loss was discussed.

- 156 members are currently utilizing GLP-1 for weight loss.
- Approximately \$1.4 million spent in 2025.
- Many municipalities are discontinuing coverage.
- Risk of adverse selection if coverage continues.

Alternative purchasing options were discussed including direct-to-manufacturer programs.

Steve recommended discontinuing GLP-1 coverage for weight loss.

MOTION: Chris Butler made a motion to discontinue GLP-1 coverage for weight loss effective July 1, 2026, while continuing coverage for medically necessary diabetes treatment. Seconded by Dazhana Argueta. Motion carried unanimously.

Old Business

Discussion regarding Trust account balance and general ledger timing differences (approximately \$82,000 deficit noted in GL snapshot).

Trustees requested clearer access to actual bank account balances.

MOTION: Chris Butler made a motion to formally request quarterly bank statements for the Health Benefit Trust account from the Treasurer, beginning with the next meeting. Seconded by Dazhana Argueta. Motion carried unanimously.

Audit status (FY23–FY25) was briefly discussed. Outside auditors (CBiz) and state review were noted as ongoing.

New Business

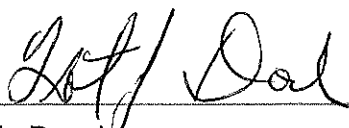
- The next meeting is scheduled for February 23, 2026.
 - Goal: Vote on rates at the next meeting.
- Tentative additional meeting: March 2, 2026.
- TASC/FSA enrollment concerns were noted. Full open enrollment process expected to address documentation issues.

MOTION: Chris Butler made a motion to adjourn. Dazhana Argueta seconded. Motion carried unanimously

The meeting adjourned at 7 PM

Signature

Date



3/3/26

Quentin Donohue

REVENUE, EXPENSES & FUND BALANCE

FOR 2026 12

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

0000

2 EXPENSES

10002 59720	TRANS. TO SPECIAL R	0	25,000	25,000	25,000.00	.00	.00	100.0%
10002 59753	TRANS. TO DENTAL IN	325,000	0	325,000	276,267.02	.00	48,732.98	85.0%
10002 59754	TRANS. TO HEALTH IN	13,421,739	-13,421,739	0	.00	.00	.00	.0%
10002 59790	TRANS TO HEALTH INS	0	13,421,739	13,421,739	8,249,482.65	.00	5,172,256.35	61.5%
TOTAL EXPENSES		13,746,739	25,000	13,771,739	8,550,749.67	.00	5,220,989.33	62.1%
TOTAL		13,746,739	25,000	13,771,739	8,550,749.67	.00	5,220,989.33	62.1%

1120 CITY COUNCIL

1 PERSONAL SERVICES

11121 51201	PAY-CITY COUNCILORS	131,000	0	131,000	87,333.04	.00	43,666.96	66.7%
11121 51203	PAY-CLERK OF CITY C	4,000	0	4,000	2,666.64	.00	1,333.36	66.7%
TOTAL PERSONAL SERVICES		135,000	0	135,000	89,999.68	.00	45,000.32	66.7%

2 EXPENSES

11122 53010	PROFESSIONAL SERVIC	13,660	-1,855	11,805	226.20	.00	11,578.80	1.9%
11122 53190	EDUCATION & TRAININ	2,500	300	2,800	2,784.00	.00	16.00	99.4%
11122 53430	ADVERTISING	1,500	-45	1,455	535.15	412.26	507.59	65.1%
11122 57100	IN-STATE TRAVEL	5,000	1,600	6,600	5,308.55	.00	1,291.45	80.4%
TOTAL EXPENSES		22,660	0	22,660	8,853.90	412.26	13,393.84	40.9%
TOTAL CITY COUNCIL		157,660	0	157,660	98,853.58	412.26	58,394.16	63.0%

1210 MAYOR

1 PERSONAL SERVICES

11211 51101	PAY-MAYOR	100,000	385	100,385	66,923.01	.00	33,461.99	66.7%
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REVENUE, EXPENSES & FUND BALANCE

FOR 2026 12

ACCOUNTS FOR: 0010 GENERAL FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
11211 51102 PAY-EXECUTIVE ASSIS	54,633	0	54,633	36,421.70	.00	18,211.30	66.7%
11211 51103 PAY-AIDE TO MAYOR	48,238	0	48,238	31,788.40	.00	16,449.60	65.9%
11211 51104 PAY-CHIEF ADMIN FIN	137,500	-137,500	0	.00	.00	.00	.0%
11211 51400 PAY-LONGEVITY	675	0	675	675.00	.00	.00	100.0%
11211 51500 PAY-VACATION BUYBAC	1	0	1	.00	.00	1.00	.0%
11211 51510 PAY-SICK LEAVE BUYB	1	0	1	.00	.00	1.00	.0%
11211 51530 PAY-FAMILY & MEDICA	1	0	1	.00	.00	1.00	.0%
11211 51996 WORKERS COMP WAGE B	1	0	1	.00	.00	1.00	.0%
TOTAL PERSONAL SERVICES	341,050	-137,115	203,935	135,808.11	.00	68,126.89	66.6%

2 EXPENSES

11212 53009 CONTRACTED SERVICES	25,000	133,900	158,900	90,074.83	68,680.37	144.80	99.9%
11212 53190 EDUCATION & TRAININ	1,700	-1,129	571	750.00	-425.00	246.00	56.9%
11212 54200 OFFICE & PROF. SUPP	1,000	0	1,000	963.02	36.98	.00	100.0%
11212 57100 IN-STATE TRAVEL	600	1,129	1,729	858.18	.00	870.82	49.6%
11212 57300 DUES & SUBSCRIPTION	5,162	3,600	8,762	8,701.00	.00	61.00	99.3%
11212 57800 VIP RECEPTION(CH40/	1,000	0	1,000	531.35	.00	468.65	53.1%
TOTAL EXPENSES	34,462	137,500	171,962	101,878.38	68,292.35	1,791.27	99.0%
TOTAL MAYOR	375,512	385	375,897	237,686.49	68,292.35	69,918.16	81.4%

1350 CITY AUDITOR

1 PERSONAL SERVICES

11351 51101 PAY-AUDITOR	91,490	6,400	97,890	63,208.25	.00	34,681.75	64.6%
11351 51103 PAY-PROFESSIONAL AC	81,916	0	81,916	34,210.07	.00	47,705.93	41.8%
11351 51106 PAY-PROF ACCOUNTANT	70,409	-16,037	54,372	.00	.00	54,371.56	.0%
11351 51107 PAY-ASSISTANT ACCOU	58,925	0	58,925	39,119.64	.00	19,805.36	66.4%
11351 51500 PAY-VACATION BUYBAC	1	2,583	2,584	2,584.44	.00	.00	100.0%
11351 51510 PAY-SICK LEAVE BUYB	1	4,999	5,000	5,000.00	.00	.00	100.0%
11351 51530 PAY-FAMILY & MEDICA	1	0	1	.00	.00	1.00	.0%
11351 51996 WORKERS COMP WAGE B	1	0	1	.00	.00	1.00	.0%
TOTAL PERSONAL SERVICES	302,744	-2,055	300,689	144,122.40	.00	156,566.60	47.9%

2 EXPENSES

11352 53010 PROFESSIONAL ACCT/A	155,000	10,000	165,000	31,000.00	104,500.00	29,500.00	82.1%
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REVENUE, EXPENSES & FUND BALANCE

FOR 2026 12								
ACCOUNTS FOR:	GENERAL FUND	ORIGINAL APPROP	TRANFRS/ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
11352 53030	PRINT/BIND/MICROFIL	400	0	400	121.20	.00	278.80	30.3%
11352 53190	EDUCATION & TRAININ	440	0	440	.00	.00	440.00	.0%
11352 54200	OFFICE & PROF. SUPP	250	0	250	128.52	121.48	.00	100.0%
11352 57100	IN-STATE TRAVEL	600	0	600	313.26	.00	286.74	52.2%
11352 57300	DUES & SUBSCRIPTION	90	0	90	90.00	.00	.00	100.0%
TOTAL EXPENSES		156,780	10,000	166,780	31,652.98	104,621.48	30,505.54	81.7%
TOTAL CITY AUDITOR		459,524	7,945	467,469	175,775.38	104,621.48	187,072.14	60.0%

1380 PROCUREMENT

1 PERSONAL SERVICES

11381 51101	PAY-CHIEF PROCUREME	87,032	-1,268	85,764	57,177.84	.00	28,586.16	66.7%
11381 51102	PAY-ASSISTANT C.P.O	70,000	-41,800	28,200	.00	.00	28,200.00	.0%
11381 51105	PAY-ACCTS. PAY. SPE	55,115	-820	54,295	36,144.37	.00	18,150.23	66.6%
11381 51400	PAY-LONGEVITY	0	400	400	400.00	.00	.00	100.0%
11381 51500	PAY-VACATION BUYBAC	1	0	1	.00	.00	1.00	.0%
11381 51510	PAY-SICK LEAVE BUYB	1	0	1	.00	.00	1.00	.0%
11381 51530	PAY-FAMILY & MEDICA	1	820	821	426.30	.00	395.10	51.9%
11381 51996	WORKERS COMP WAGE B	1	0	1	.00	.00	1.00	.0%
TOTAL PERSONAL SERVICES		212,151	-42,668	169,483	94,148.51	.00	75,334.49	55.6%

2 EXPENSES

11382 52440	LEASE AGREEMENTS CO	55,000	7,000	62,000	41,024.93	8,975.07	12,000.00	80.6%
11382 53010	PROFESSIONAL SERVIC	0	9,000	9,000	898.25	101.75	8,000.00	11.1%
11382 53190	EDUCATION & TRAININ	500	-211	289	289.00	.00	.00	100.0%
11382 53410	TELEPHONE USAGE CHA	85,000	0	85,000	51,483.78	33,516.22	.00	100.0%
11382 53430	ADVERTISING	5,000	2,000	7,000	7,316.21	-316.21	.00	100.0%
11382 54205	CENTRAL OFFICE SUPP	18,000	-1,500	16,500	7,583.52	3,586.48	5,330.00	67.7%
11382 57100	IN-STATE TRAVEL	500	961	1,461	1,074.10	239.16	147.74	89.9%
11382 57300	DUES & SUBSCRIPTION	250	-250	0	.00	.00	.00	.0%
11382 57400	INSURANCE	250	0	250	.00	.00	250.00	.0%
TOTAL EXPENSES		164,500	17,000	181,500	109,669.79	46,102.47	25,727.74	85.8%
TOTAL PROCUREMENT		376,651	-25,668	350,983	203,818.30	46,102.47	101,062.23	71.2%

REVENUE, EXPENSES & FUND BALANCE

FOR 2026 12

ACCOUNTS FOR:	ORIGINAL APPROP	TRANFRS/ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
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1410 ASSESSORS

1 PERSONAL SERVICES

11411 51101	PAY-ASSESSOR	64,856	0	64,856	43,206.75	.00	21,649.25	66.6%
11411 51102	PAY-ASSISTANT ASSES	57,843	-127	57,716	38,435.24	.00	19,281.12	66.6%
11411 51105	PAY-CHIEF ASSESS/AP	89,000	-19,095	69,905	40,237.65	.00	29,667.55	57.6%
11411 51400	PAY-LONGEVITY	1,950	0	1,950	850.00	.00	1,100.00	43.6%
11411 51500	PAY-VACATION BUYBAC	1	0	1	.00	.00	1.00	.0%
11411 51510	PAY-SICK LEAVE BUYB	1	0	1	.00	.00	1.00	.0%
11411 51530	PAY-FAMILY & MEDICA	1	19,221	19,222	19,222.44	.00	.00	100.0%
11411 51910	PAY-CERTIFICATION S	1,000	0	1,000	692.28	.00	307.72	69.2%
11411 51996	WORKERS COMP WAGE B	1	0	1	.00	.00	1.00	.0%
TOTAL PERSONAL SERVICES		214,653	0	214,653	142,644.36	.00	72,008.64	66.5%

2 EXPENSES

11412 53010	PROF. ASSESSMENT SE	42,800	13,000	55,800	42,404.00	.00	13,396.00	76.0%
11412 53190	EDUCATION & TRAININ	2,500	0	2,500	1,595.00	.00	905.00	63.8%
11412 54200	OFFICE & PROF. SUPP	250	0	250	197.11	.00	52.89	78.8%
11412 57100	IN-STATE TRAVEL	1,750	0	1,750	13.77	.00	1,736.23	.8%
11412 57300	DUES & SUBSCRIPTION	360	0	360	339.00	.00	21.00	94.2%
TOTAL EXPENSES		47,660	13,000	60,660	44,548.88	.00	16,111.12	73.4%
TOTAL ASSESSORS		262,313	13,000	275,313	187,193.24	.00	88,119.76	68.0%

1450 CITY TREASURER

1 PERSONAL SERVICES

11451 51101	PAY-TREASURER	85,000	7,527	92,527	58,082.09	.00	34,444.91	62.8%
11451 51102	PAY-ASSISTANT TREAS	58,059	-58,059	0	.00	.00	.00	.0%
11451 51108	PAY-ASSISTANT TREAS	0	58,081	58,081	38,719.38	.00	19,361.62	66.7%
11451 51125	PAY-ADMINISTRATIVE	40,835	0	40,835	27,222.32	.00	13,612.68	66.7%

REVENUE, EXPENSES & FUND BALANCE

FOR 2026 12

ACCOUNTS FOR: 0010 GENERAL FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
11451 51131 PAY-SR PAYROLL SPEC	60,858	0	60,858	40,571.62	.00	20,286.38	66.7%
11451 51132 PAY-PAYROLL SPECIAL	45,365	4,100	49,465	30,242.97	.00	19,222.03	61.1%
11451 51300 PAY-OVERTIME	0	6	6	299.79	.00	-293.79	4996.5%
11451 51400 PAY-LONGEVITY	800	400	1,200	.00	.00	1,200.00	.0%
11451 51500 PAY-VACATION BUYBAC	1	0	1	.00	.00	1.00	.0%
11451 51510 PAY-SICK LEAVE BUYB	1	0	1	.00	.00	1.00	.0%
11451 51530 PAY-FAMILY & MEDICA	1	0	1	.00	.00	1.00	.0%
11451 51996 WORKERS COMP WAGE B	1	0	1	.00	.00	1.00	.0%
TOTAL PERSONAL SERVICES	290,921	12,055	302,976	195,138.17	.00	107,837.83	64.4%

2 EXPENSES

11452 52400 R & M - OFFICE EQUI	2,500	-2,500	0	.00	.00	.00	.0%
11452 53010 PROFESSIONAL SERVIC	30,000	142,599	172,599	31,514.23	47,469.77	93,614.88	45.8%
11452 53030 PRINT/BIND/MICROFIL	5,000	-5,000	0	.00	.00	.00	.0%
11452 53040 BORROWING CERTIFICA	5,000	-5,000	0	.00	.00	.00	.0%
11452 53050 LAND COURT FILINGS	80,000	-30,000	50,000	32,896.00	6,219.55	10,884.45	78.2%
11452 53055 REGISTER OF DEEDS F	6,000	-5,055	945	945.00	.00	.00	100.0%
11452 53060 BANKING SERVICES	30,000	-30,000	0	.00	.00	.00	.0%
11452 53100 FSA ADMINISTRATION	20,000	-18,000	2,000	542.40	282.74	1,174.86	41.3%
11452 53190 EDUCATION & TRAININ	2,125	0	2,125	.00	.00	2,125.00	.0%
11452 53420 POSTAGE	80,000	-45,000	35,000	6,036.21	-4,866.63	33,830.42	3.3%
11452 54200 OFFICE & PROF. SUPP	250	1,956	2,206	1,738.29	-949.82	1,417.65	35.7%
11452 55820 DATA PROCESSING-PAY	2,000	-2,000	0	.00	.00	.00	.0%
11452 56000 TAX LIABILITY/PENAL	1,000	-1,000	0	.00	.00	.00	.0%
11452 57100 IN-STATE TRAVEL	1,000	-1,000	0	.00	.00	.00	.0%
11452 57300 DUES & SUBSCRIPTION	500	0	500	.00	.00	500.00	.0%
11452 57400 SURETY BOND	1,200	0	1,200	.00	.00	1,200.00	.0%
TOTAL EXPENSES	266,575	0	266,575	73,672.13	48,155.61	144,747.26	45.7%
TOTAL CITY TREASURER	557,496	12,055	569,551	268,810.30	48,155.61	252,585.09	55.7%

1460 TAX COLLECTOR

1 PERSONAL SERVICES

11461 51101 PAY-TAX COLLECTOR	88,775	-6,267	82,508	52,506.45	.00	30,001.43	63.6%
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REVENUE, EXPENSES & FUND BALANCE

FOR 2026 12

ACCOUNTS FOR: 0010 GENERAL FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
11461 51106 PAY-SR DEPUTY TAX C	60,858	-60,858	0	.00	.00	.00	.0%
11461 51107 PAY-REVENUE COLLECT	45,400	17,100	62,500	30,153.91	.00	32,346.09	48.2%
11461 51108 PAY-ASSISTANT TAX C	0	64,435	64,435	42,678.72	.00	21,756.28	66.2%
11461 51400 PAY-LONGEVITY	900	0	900	900.00	.00	.00	100.0%
11461 51500 PAY-VACATION BUYBAC	1	0	1	.00	.00	1.00	.0%
11461 51510 PAY-SICK LEAVE BUYB	1	0	1	.00	.00	1.00	.0%
11461 51530 PAY-FAMILY & MEDICA	1	6,267	6,268	6,268.12	.00	.00	100.0%
11461 51910 PAY-CERTIFICATION S	0	834	834	519.21	.00	314.79	62.3%
11461 51996 WORKERS COMP WAGE B	1	0	1	.00	.00	1.00	.0%
TOTAL PERSONAL SERVICES	195,937	21,511	217,448	133,026.41	.00	84,421.59	61.2%

2 EXPENSES

11462 53010 TAX TITLE CERTIFICA	13,075	0	13,075	315.00	.00	12,760.00	2.4%
11462 53085 DEPUTY COLLECTOR SE	0	0	0	-4,506.00	-7,461.50	11,967.50	100.0%
11462 53100 OTHER CONTRACT SERV	3,000	-70	2,930	.00	.00	2,930.00	.0%
11462 53190 EDUCATION & TRAININ	875	0	875	75.00	250.00	550.00	37.1%
11462 53430 ADVERTISING	8,000	0	8,000	.00	.00	8,000.00	.0%
11462 54200 OFFICE & PROF. SUPP	250	50	300	258.24	.00	41.76	86.1%
11462 54210 PARKING TICKETS	1,700	0	1,700	.00	.00	1,700.00	.0%
11462 57100 IN-STATE TRAVEL	1,000	0	1,000	703.29	.00	296.71	70.3%
11462 57300 DUES & SUBSCRIPTION	140	20	160	160.00	.00	.00	100.0%
11462 57400 INSURANCE	800	0	800	515.00	.00	285.00	64.4%
TOTAL EXPENSES	28,840	0	28,840	-2,479.47	-7,211.50	38,530.97	-33.6%
TOTAL TAX COLLECTOR	224,777	21,511	246,288	130,546.94	-7,211.50	122,952.56	50.1%

1510 CITY SOLICITOR

1 PERSONAL SERVICES

11511 51101 PAY-SOLICITOR	108,000	416	108,416	72,276.83	.00	36,139.17	66.7%
11511 51102 PAY-ASSISTANT SOLIC	188,000	724	188,724	125,815.27	.00	62,908.73	66.7%
11511 51103 PAY-ASSOCIATE SOLIC	41,000	-14,350	26,650	.00	.00	26,650.00	.0%
11511 51108 PAY-PARALEGAL	55,271	213	55,484	36,989.06	.00	18,494.94	66.7%
11511 51201 PAY-PT ASSISTANT SO	50,000	193	50,193	33,461.62	.00	16,731.38	66.7%
11511 51500 PAY-VACATION BUYBAC	1	0	1	488.44	.00	-487.44*****%	

REVENUE, EXPENSES & FUND BALANCE

FOR 2026 12

ACCOUNTS FOR: 0010 GENERAL FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
11511 51510 PAY-SICK LEAVE BUYB	1	0	1	250.00	.00	-249.00*****%	
11511 51530 PAY-FAMILY & MEDICA	1	0	1	.00	.00	1.00	.0%
11511 51996 WORKERS COMP WAGE B	1	0	1	.00	.00	1.00	.0%
TOTAL PERSONAL SERVICES	442,275	-12,804	429,471	269,281.22	.00	160,189.78	62.7%

2 EXPENSES

11512 52400 R & M - OFFICE EQUI	700	-500	200	41.56	.00	158.44	20.8%
11512 53006 PROFESSIONAL SERVIC	20,000	10,000	30,000	12,874.50	5,940.00	11,185.50	62.7%
11512 53010 SPECIAL COUNSEL SER	85,000	0	85,000	34,848.12	22,370.00	27,781.88	67.3%
11512 53190 EDUCATION & TRAININ	500	0	500	289.00	.00	211.00	57.8%
11512 54200 OFFICE & PROF. SUPP	250	500	750	486.12	157.22	106.66	85.8%
11512 57100 IN-STATE TRAVEL	1,800	0	1,800	1,104.14	.00	695.86	61.3%
11512 57300 DUES & SUBSCRIPTION	7,000	0	7,000	977.81	4,451.88	1,570.31	77.6%
11512 57600 LITIGATION	9,000	0	9,000	4,541.22	.00	4,458.78	50.5%
11512 57601 ARBITRATION	0	5,000	5,000	.00	.00	5,000.00	.0%
11512 57605 RECORDING FEES	500	0	500	.00	.00	500.00	.0%
TOTAL EXPENSES	124,750	15,000	139,750	55,162.47	32,919.10	51,668.43	63.0%
TOTAL CITY SOLICITOR	567,025	2,196	569,221	324,443.69	32,919.10	211,858.21	62.8%

1520 PERSONNEL ADMINISTRATION

1 PERSONAL SERVICES

11521 51101 PAY-PERSON. ADMINIS	92,926	358	93,284	62,189.03	.00	31,094.97	66.7%
11521 51102 PAY-PERSONNEL ASSIS	113,122	234	113,356	75,704.61	.00	37,651.39	66.8%
11521 51104 PAY-HEAD ADMINISTRA	39,285	0	39,285	26,189.97	.00	13,095.03	66.7%
11521 51201 PAY-LABOR SERV. DIR	1,050	0	1,050	726.84	.00	323.16	69.2%
11521 51400 PAY-LONGEVITY	1,000	0	1,000	1,000.00	.00	.00	100.0%
11521 51500 PAY-VACATION BUYBAC	1	0	1	.00	.00	1.00	.0%
11521 51510 PAY-SICK LEAVE BUYB	1	0	1	.00	.00	1.00	.0%
11521 51530 PAY-FAMILY & MEDICA	1	0	1	.00	.00	1.00	.0%
11521 51996 WORKERS COMP WAGE B	1	0	1	.00	.00	1.00	.0%
TOTAL PERSONAL SERVICES	247,387	592	247,979	165,810.45	.00	82,168.55	66.9%

2 EXPENSES

11522 52400 R & M - OFFICE EQUI	2,500	0	2,500	1,960.00	395.96	144.04	94.2%
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REVENUE, EXPENSES & FUND BALANCE

FOR 2026 12			ORIGINAL	TRANFRS/	REVISED	YTD EXPENDED	ENCUMBRANCES	AVAILABLE	PCT
ACCOUNTS FOR:	GENERAL FUND		APPROP	ADJSTMTS	BUDGET			BUDGET	USED
11522 53009	CONTRACTED PROF. SE		50,000	0	50,000	6,612.21	43,387.79	.00	100.0%
11522 53010	PROF.SERV.-EMPLOYEE		1,450	0	1,450	564.00	100.00	786.00	45.8%
11522 53011	PROF.SERV.-EMPLOYEE		16,680	0	16,680	11,120.02	5,560.10	-.12	100.0%
11522 53190	EDUCATION & TRAININ		2,500	0	2,500	.00	.00	2,500.00	.0%
11522 53430	ADVERTISING		3,000	0	3,000	679.00	875.00	1,446.00	51.8%
11522 54200	OFFICE & PROF. SUPP		250	0	250	249.18	.00	.82	99.7%
11522 57100	IN-STATE TRAVEL		1,000	0	1,000	96.94	.00	903.06	9.7%
11522 57300	DUES & SUBSCRIPTION		600	0	600	300.00	.00	300.00	50.0%
TOTAL EXPENSES			77,980	0	77,980	21,581.35	50,318.85	6,079.80	92.2%
TOTAL PERSONNEL ADMINISTRATION			325,367	592	325,959	187,391.80	50,318.85	88,248.35	72.9%
1550 DATA PROCESSING									
2 EXPENSES									
11552 53010	PROFESSIONAL CONSUL		419,500	125,000	544,500	281,447.61	85,096.17	177,956.22	67.3%
11552 53100	SOFTWARE LICENSE/US		375,720	-50,000	325,720	220,410.32	97,286.78	8,022.90	97.5%
11552 53180	SYSTEM HARD/SOFTWARE		110,000	-75,000	35,000	57,730.46	-47,955.94	25,225.48	27.9%
TOTAL EXPENSES			905,220	0	905,220	559,588.39	134,427.01	211,204.60	76.7%
TOTAL DATA PROCESSING			905,220	0	905,220	559,588.39	134,427.01	211,204.60	76.7%
1570 ADMIN. ASSIST. TO CITY COUNCIL									
1 PERSONAL SERVICES									
11571 51101	PAY-ADMIN.ASSIST.TO		51,197	0	51,197	34,130.73	.00	17,066.27	66.7%
11571 51500	PAY-VACATION BUYBAC		1	0	1	.00	.00	1.00	.0%
11571 51510	PAY-SICK LEAVE BUYB		1	0	1	.00	.00	1.00	.0%
11571 51530	PAY-FAMILY & MEDICA		1	0	1	.00	.00	1.00	.0%
11571 51996	WORKERS COMP WAGE B		1	0	1	.00	.00	1.00	.0%
TOTAL PERSONAL SERVICES			51,201	0	51,201	34,130.73	.00	17,070.27	66.7%
2 EXPENSES									
11572 54200	OFFICE & PROF. SUPP		250	0	250	320.34	-80.56	10.22	95.9%

REVENUE, EXPENSES & FUND BALANCE

FOR 2026 12									
ACCOUNTS FOR:	ORIGINAL	TRANFRS/	REVISED				AVAILABLE	PCT	
0010 GENERAL FUND	APPROP	ADJSTMTS	BUDGET	YTD	EXPENDED	ENCUMBRANCES	BUDGET	USED	
TOTAL EXPENSES	250	0	250	320.34		-80.56	10.22	95.9%	
TOTAL ADMIN. ASSIST. TO CITY COUNCIL	51,451	0	51,451	34,451.07		-80.56	17,080.49	66.8%	

1610 CITY CLERK

1 PERSONAL SERVICES

11611 51101 PAY-CLERK	85,000	2,154	87,154	57,369.23		.00	29,784.77	65.8%	
11611 51102 PAY-ASSISTANT CLERK	58,487	0	58,487	38,126.74		.00	20,360.26	65.2%	
11611 51105 PAY-2ND ASSISTANT C	55,043	0	55,043	36,556.80		.00	18,486.20	66.4%	
11611 51126 PAY-SR ADMINISTRATI	47,740	0	47,740	31,826.34		.00	15,913.66	66.7%	
11611 51210 ELECTION OFFICERS	35,000	-5,000	30,000	16,655.00		.00	13,345.00	55.5%	
11611 51240 PAY-TEMPORARY/SEASO	650	0	650	.00		.00	650.00	.0%	
11611 51250 PAY-EXTRA CLERICAL	2,000	0	2,000	200.00		.00	1,800.00	10.0%	
11611 51300 PAY-OVERTIME	6,000	0	6,000	1,692.54		.00	4,307.46	28.2%	
11611 51400 PAY-LONGEVITY	675	0	675	675.00		.00	.00	100.0%	
11611 51500 PAY-VACATION BUYBAC	1	0	1	.00		.00	1.00	.0%	
11611 51510 PAY-SICK LEAVE BUYB	1	0	1	301.40		.00	-300.40*****%		
11611 51530 PAY-FAMILY & MEDICA	1	0	1	864.34		.00	-863.34*****%		
11611 51996 WORKERS COMP WAGE B	1	0	1	.00		.00	1.00	.0%	
TOTAL PERSONAL SERVICES	290,599	-2,846	287,753	184,267.39		.00	103,485.61	64.0%	

2 EXPENSES

11612 52400 R & M - OFFICE EQUI	1,000	0	1,000	.00		.00	1,000.00	.0%	
11612 52420 R & M - OTHER	6,000	0	6,000	4,295.00		.00	1,705.00	71.6%	
11612 52700 EQUIPMENT/BLDG. REN	1,800	0	1,800	6,883.72		-6,160.00	1,076.28	40.2%	
11612 53010 RECORDS RETENTION	2,000	0	2,000	1,914.25		.00	85.75	95.7%	
11612 53020 ORDINANCE CODIFICAT	6,000	0	6,000	.00		.00	6,000.00	.0%	
11612 53030 PRINT/BIND/MICROFIL	12,000	6,600	18,600	17,656.22		.00	943.78	94.9%	
11612 53100 OTHER SERVICES	2,000	-800	1,200	.00		.00	1,200.00	.0%	
11612 53190 EDUCATION & TRAININ	500	0	500	.00		.00	500.00	.0%	
11612 53410 TELEPHONE USAGE CHA	2,500	-800	1,700	.00		.00	1,700.00	.0%	
11612 53420 POSTAGE	12,000	-500	11,500	10,834.11		.00	665.89	94.2%	
11612 53430 ADVERTISING	300	0	300	.00		.00	300.00	.0%	
11612 54200 OFFICE & PROF. SUPP	250	0	250	228.05		.00	21.95	91.2%	

REVENUE, EXPENSES & FUND BALANCE

FOR 2026 12

ACCOUNTS FOR: 0010 GENERAL FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
11612 57100 IN-STATE TRAVEL	1,500	0	1,500	1,001.92	.00	498.08	66.8%
11612 57300 DUES & SUBSCRIPTION	550	0	550	150.00	.00	400.00	27.3%
11612 57303 ANIMAL SYSTEM MODUL	3,000	0	3,000	2,635.28	145.75	218.97	92.7%
TOTAL EXPENSES	51,400	4,500	55,900	45,598.55	-6,014.25	16,315.70	70.8%
TOTAL CITY CLERK	341,999	1,654	343,653	229,865.94	-6,014.25	119,801.31	65.1%

1630 VOTER REGISTRATION

1 PERSONAL SERVICES

11631 51103 PAY-ASSIST. REGISTR	55,139	0	55,139	37,543.92	.00	17,595.08	68.1%
11631 51201 PAY-REGISTRAR COMMI	5,025	0	5,025	3,479.04	.00	1,545.96	69.2%
11631 51250 PAY-TEMPORARY/SEASO	5,000	0	5,000	728.00	.00	4,272.00	14.6%
11631 51300 PAY-OVERTIME	2,000	0	2,000	882.76	.00	1,117.24	44.1%
11631 51400 PAY-LONGEVITY	0	400	400	400.00	.00	.00	100.0%
11631 51500 PAY-VACATION BUYBAC	1	0	1	.00	.00	1.00	.0%
11631 51510 PAY-SICK LEAVE BUYB	1	0	1	.00	.00	1.00	.0%
11631 51530 PAY-FAMILY & MEDICA	1	0	1	.00	.00	1.00	.0%
11631 51996 WORKERS COMP WAGE B	1	0	1	.00	.00	1.00	.0%
TOTAL PERSONAL SERVICES	67,168	400	67,568	43,033.72	.00	24,534.28	63.7%

2 EXPENSES

11632 53020 CENSUS	8,000	500	8,500	8,477.08	.00	22.92	99.7%
11632 53030 PRINT/BIND/MICROFIL	300	0	300	.00	.00	300.00	.0%
11632 53420 POSTAGE	500	0	500	.00	.00	500.00	.0%
11632 54200 OFFICE & PROF. SUPP	200	0	200	105.99	.00	94.01	53.0%
TOTAL EXPENSES	9,000	500	9,500	8,583.07	.00	916.93	90.3%
TOTAL VOTER REGISTRATION	76,168	900	77,068	51,616.79	.00	25,451.21	67.0%

1710 CONSERVATION

1 PERSONAL SERVICES

11711 51101 PAY-CONSERVATION OF	80,681	-1,175	79,506	52,089.55	.00	27,416.45	65.5%
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REVENUE, EXPENSES & FUND BALANCE

FOR 2026 12									
ACCOUNTS FOR:	GENERAL FUND	ORIGINAL APPROP	TRANFRS/ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED	
11711 51102	PAY-CONSERVATION PL	55,000	0	55,000	37,171.08	.00	17,828.92	67.6%	
11711 51400	PAY-LONGEVITY	500	0	500	500.00	.00	.00	100.0%	
11711 51500	PAY-VACATION BUYBAC	1	0	1	.00	.00	1.00	.0%	
11711 51510	PAY-SICK LEAVE BUYB	1	0	1	.00	.00	1.00	.0%	
11711 51530	PAY-FAMILY & MEDICA	1	0	1	.00	.00	1.00	.0%	
11711 51850	PAY-AUTO ALLOWANCE	2,820	0	2,820	1,880.00	.00	940.00	66.7%	
11711 51996	WORKERS COMP WAGE B	1	0	1	.00	.00	1.00	.0%	
TOTAL PERSONAL SERVICES		139,005	-1,175	137,830	91,640.63	.00	46,189.37	66.5%	
2 EXPENSES									
11712 53010	PROFESSIONAL SERVIC	50	-50	0	.00	.00	.00	.0%	
11712 53100	CONSERVATION RESTRI	500	-500	0	.00	.00	.00	.0%	
11712 53190	EDUCATION & TRAININ	700	200	900	900.00	.00	.00	100.0%	
11712 53430	ADVERTISING	50	0	50	.00	.00	50.00	.0%	
11712 54200	OFFICE & PROF. SUPP	250	162	412	.00	.00	412.00	.0%	
11712 57100	IN-STATE TRAVEL	100	77	177	89.88	.00	87.12	50.8%	
11712 57300	DUES & SUBSCRIPTION	300	111	411	411.00	.00	.00	100.0%	
TOTAL EXPENSES		1,950	0	1,950	1,400.88	.00	549.12	71.8%	
TOTAL CONSERVATION		140,955	-1,175	139,780	93,041.51	.00	46,738.49	66.6%	
1750 CITY PLANNING									
1 PERSONAL SERVICES									
11751 51101	PAY- DIRECTOR	90,880	0	90,880	60,238.01	.00	30,641.99	66.3%	
11751 51102	PAY-ASST DIR ECON D	82,262	-1,198	81,064	54,042.72	.00	27,021.28	66.7%	
11751 51105	PAY-SR. PROJ MANAGE	59,166	-57,000	2,166	.00	.00	2,166.00	.0%	
11751 51106	PAY-PLANNER I	113,638	-1,655	111,983	74,655.32	.00	37,327.68	66.7%	
11751 51108	PAY-ASST DIRECTOR P	82,262	-1,198	81,064	54,042.66	.00	27,021.34	66.7%	
11751 51112	PAY-LICENSING AGENT	49,713	0	49,713	33,141.78	.00	16,571.22	66.7%	
11751 51125	PAY-ADMINISTRATIVE	46,092	0	46,092	29,903.30	.00	16,188.70	64.9%	
11751 51201	PAY-LICENSE COMMISS	2,800	0	2,800	1,866.64	.00	933.36	66.7%	
11751 51223	PAY - DEVELOP SPECI	0	55,000	55,000	.00	.00	55,000.00	.0%	
11751 51300	PAY-OVERTIME	4,000	2,000	6,000	5,302.24	.00	697.76	88.4%	
11751 51400	PAY-LONGEVITY	2,500	0	2,500	2,500.00	.00	.00	100.0%	

REVENUE, EXPENSES & FUND BALANCE

FOR 2026 12									
ACCOUNTS FOR:	ORIGINAL	TRANFRS/	REVISED				AVAILABLE	PCT	
0010 GENERAL FUND	APPROP	ADJSTMTS	BUDGET	YTD	EXPENDED	ENCUMBRANCES	BUDGET	USED	
11751 51500 PAY-VACATION BUYBAC	1	0	1	2,188.67		.00	-2,187.67	*****%	
11751 51510 PAY-SICK LEAVE BUYB	1	0	1	4,327.59		.00	-4,326.59	*****%	
11751 51530 PAY-FAMILY & MEDICA	1	0	1	.00		.00	1.00	.0%	
11751 51996 WORKERS COMP WAGE B	1	0	1	.00		.00	1.00	.0%	
TOTAL PERSONAL SERVICES	533,317	-4,051	529,266	322,208.93		.00	207,057.07	60.9%	

2 EXPENSES

11752 53010 OTHER CONTRACTED SE	10,000	49,712	59,712	20,282.81		7,679.00	31,750.19	46.8%	
11752 53020 PARCEL MAPPING SERV	11,500	0	11,500	.00		.00	11,500.00	.0%	
11752 53030 PRINT/BIND/MICROFIL	200	-40	160	.00		.00	160.00	.0%	
11752 53166 HISTORIC PROGRAM CO	200	0	200	17,387.69		-17,387.69	200.00	.0%	
11752 53190 EDUCATION & TRAININ	3,000	0	3,000	.00		589.00	2,411.00	19.6%	
11752 53430 ADVERTISING	500	0	500	.00		.00	500.00	.0%	
11752 54200 OFFICE & PROF. SUPP	200	40	240	120.00		120.00	.00	100.0%	
11752 56900 PIONEER VALLEY PLAN	7,335	0	7,335	.00		.00	7,335.00	.0%	
11752 57100 IN-STATE TRAVEL	1,500	0	1,500	939.58		.00	560.42	62.6%	
11752 57300 DUES & SUBSCRIPTION	500	0	500	.00		.00	500.00	.0%	
11752 57615 DEP COMPLIANCE FEES	1,000	0	1,000	980.00		.00	20.00	98.0%	
TOTAL EXPENSES	35,935	49,712	85,647	39,710.08		-8,999.69	54,936.61	35.9%	
TOTAL CITY PLANNING	569,252	45,661	614,913	361,919.01		-8,999.69	261,993.68	57.4%	

2100 POLICE

1 PERSONAL SERVICES

12101 51101 PAY-POLICE CHIEF	150,000	0	150,000	105,473.44		.00	44,526.56	70.3%	
12101 51103 PAY-POLICE CAPTAIN	518,912	-50,000	468,912	301,728.20		.00	167,183.80	64.3%	
12101 51104 PAY-POLICE LIEUTENA	906,146	-5,967	900,179	550,269.94		.00	349,909.53	61.1%	
12101 51105 PAY-POLICE SERGEANT	1,471,107	-133,251	1,337,856	772,805.92		.00	565,050.50	57.8%	
12101 51107 PAY-PATROL OFFICERS	6,394,400	-582,913	5,811,487	3,438,972.23		.00	2,372,514.89	59.2%	
12101 51109 PAY-POLICE RESERVES	50,000	0	50,000	32,703.00		.00	17,297.00	65.4%	
12101 51110 PAY-SENIOR CLERK/TY	471,377	-7,114	464,263	270,926.22		.00	193,337.18	58.4%	
12101 51117 PAY- E-911 DISPATCH	617,043	-150,000	467,043	349,965.64		.00	117,077.36	74.9%	
12101 51118 PAY-ADMIN.ASST.TO P	46,468	0	46,468	30,800.46		.00	15,667.54	66.3%	
12101 51123 PAY-BOOKKEEPER	67,343	0	67,343	44,964.08		.00	22,378.92	66.8%	

REVENUE, EXPENSES & FUND BALANCE

FOR 2026 12			ORIGINAL	TRANFRS/	REVISED			AVAILABLE	PCT
ACCOUNTS FOR:	GENERAL FUND		APPROP	ADJSTMTS	BUDGET	YTD EXPENDED	ENCUMBRANCES	BUDGET	USED
12101 51132	PAY-CRIME ANALYST		70,407	0	70,407	45,769.28	.00	24,637.72	65.0%
12101 51180	PAY-INJURED ON DUTY		0	255,735	255,735	289,374.50	.00	-33,639.38	113.2%
12101 51203	PAY-E-911 DISPATCH		10,000	0	10,000	.00	.00	10,000.00	.0%
12101 51300	PAY-OVERTIME		350,000	600,000	950,000	615,578.77	.00	334,421.23	64.8%
12101 51320	PARADE OVERTIME		70,000	0	70,000	.00	.00	70,000.00	.0%
12101 51321	SPECIAL EVENTS - OV		60,000	0	60,000	46,447.28	.00	13,552.72	77.4%
12101 51322	ELECTIONS OVERTIME		20,000	0	20,000	17,643.68	.00	2,356.32	88.2%
12101 51323	SNOW/OTHER OVERTIME		8,000	0	8,000	8,202.75	.00	-202.75	102.5%
12101 51400	PAY-LONGEVITY		149,209	0	149,209	112,406.30	.00	36,802.70	75.3%
12101 51410	PAY-HOLIDAY BONUS		65,000	0	65,000	29,060.00	.00	35,940.00	44.7%
12101 51440	PAY-SICK LEAVE BONU		75,000	0	75,000	53,215.94	.00	21,784.06	71.0%
12101 51450	PAY-SETTLEMENT/SIGN		0	28,739	28,739	28,738.97	.00	.00	100.0%
12101 51500	PAY-VACATION BUYBAC		95,000	0	95,000	75,756.35	.00	19,243.65	79.7%
12101 51505	PAY-TIME OWED BUYBA		115,900	0	115,900	101,872.18	.00	14,027.82	87.9%
12101 51510	PAY-SICK LEAVE BUYB		400,000	0	400,000	343,203.62	.00	56,796.38	85.8%
12101 51520	PAY-HOLIDAY DIFFERE		450,000	0	450,000	436,439.53	.00	13,560.47	97.0%
12101 51530	PAY-FAMILY & MEDICA		1	45,358	45,359	50,797.17	.00	-5,437.70	112.0%
12101 51590	PAY-COURT APPEARANC		60,000	0	60,000	29,478.52	.00	30,521.48	49.1%
12101 51830	PAY-CLOTHING ALLOW/		2,700	0	2,700	5,850.00	.00	-3,150.00	216.7%
12101 51900	PAY-IN-SERVICE TRAI		89,000	-19,839	69,161	42,867.05	.00	26,293.98	62.0%
12101 51910	PAY-STIPENDS		0	1,000	1,000	500.00	.00	500.00	50.0%
12101 51912	PAY- P.O.S.T. STIPE		4,500	0	4,500	3,117.44	.00	1,382.56	69.3%
12101 51913	PAY-CHIEF CERT STIP		2,500	0	2,500	2,500.00	.00	.00	100.0%
12101 51915	PAY-CONTRACT ED. PL		262,300	0	262,300	151,823.28	.00	110,476.72	57.9%
12101 51920	PAY-QUINN BILL ED.		537,501	0	537,501	319,540.19	.00	217,960.81	59.4%
12101 51996	WORKERS COMP WAGE B		1	0	1	.00	.00	1.00	.0%
TOTAL PERSONAL SERVICES			13,589,815	-18,250	13,571,565	8,708,791.93	.00	4,862,773.07	64.2%

2 EXPENSES

12102 52100	ENERGY-GAS/OIL/ELEC		155,000	0	155,000	171,382.38	-103,330.50	86,948.12	43.9%
12102 52300	WATER & SEWER		1,800	0	1,800	1,106.15	-560.05	1,253.90	30.3%
12102 52400	R & M - OFFICE EQUI		4,500	0	4,500	4,589.61	-108.38	18.77	99.6%
12102 52410	R & M - VEHICLES		80,000	0	80,000	68,063.77	11,915.53	20.70	100.0%
12102 52420	R & M - OTHER		3,000	0	3,000	20,342.36	-19,577.36	2,235.00	25.5%
12102 52500	R & M - BLDGS. & GR		80,000	-19,449	60,551	33,337.08	5,146.00	22,067.92	63.6%
12102 53010	DATA MAINTENANCE SE		300,000	0	300,000	223,145.63	-82,009.45	158,863.82	47.0%
12102 53030	PRINT/BIND/MICROFIL		4,000	0	4,000	4,428.14	-505.00	76.86	98.1%
12102 53120	CARE OF PRISONERS		5,000	0	5,000	3,357.00	-1,137.00	2,780.00	44.4%
12102 53125	DRUG TESTING		9,000	0	9,000	5,900.00	-1,250.00	4,350.00	51.7%
12102 53190	EDUCATION & TRAININ		100,000	0	100,000	56,710.08	22.29	43,267.63	56.7%

REVENUE, EXPENSES & FUND BALANCE

FOR 2026 12

ACCOUNTS FOR: 0010 GENERAL FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
12102 53210 MEDICAL COSTS	25,000	0	25,000	11,945.00	.00	13,055.00	47.8%
12102 53410 TELEPHONE USAGE CHA	32,000	0	32,000	26,553.59	-3,937.47	9,383.88	70.7%
12102 53420 POSTAGE	1,800	0	1,800	948.85	.00	851.15	52.7%
12102 54200 OFFICE & PROF. SUPP	33,000	0	33,000	28,526.10	-6,189.49	10,663.39	67.7%
12102 54220 SUPPLIES - OTHER	20,000	-1,000	19,000	8,571.08	1,603.12	8,825.80	53.5%
12102 54221 SUPPLIES - AMMUNITI	55,000	0	55,000	80,445.25	-35,572.25	10,127.00	81.6%
12102 54800 MOTOR VEHICLE FUEL	120,000	0	120,000	72,693.12	.00	47,306.88	60.6%
12102 54830 SUPPLIES - MOTOR VE	80,000	0	80,000	62,510.94	4,711.15	12,777.91	84.0%
12102 55830 CLOTHING REIMBURSEM	3,000	0	3,000	.00	.00	3,000.00	.0%
12102 55860 PERSONNEL EQUIPMENT	60,000	0	60,000	48,626.14	-31,503.78	42,877.64	28.5%
12102 55861 AUXILIARY	6,000	0	6,000	1,795.00	.00	4,205.00	29.9%
12102 57100 IN-STATE TRAVEL	4,500	0	4,500	1,118.61	.00	3,381.39	24.9%
12102 57300 DUES & SUBSCRIPTION	3,750	1,000	4,750	4,531.00	219.00	.00	100.0%
12102 57301 LEGAL DEFENSE FUND	3,000	0	3,000	2,938.62	.00	61.38	98.0%
12102 57302 REFORM BILL CERTIFI	2,900	0	2,900	.00	.00	2,900.00	.0%
TOTAL EXPENSES	1,192,250	-19,449	1,172,801	943,565.50	-262,063.64	491,299.14	58.1%

3 CAPITAL OUTLAY

12103 58000 CAP.OUTLAY-MOTOR VE	0	19,449	19,449	103,772.54	-79,677.54	-4,646.00	123.9%
12103 58002 CAP.OUTLAY-OTHER PO	0	25,000	25,000	25,067.00	-25,067.00	25,000.00	.0%
12103 58003 CAP.OUT.-BLDG.IMPRO	0	0	0	8,319.00	-8,319.00	.00	.0%
TOTAL CAPITAL OUTLAY	0	44,449	44,449	137,158.54	-113,063.54	20,354.00	54.2%
TOTAL POLICE	14,782,065	6,750	14,788,815	9,789,515.97	-375,127.18	5,374,426.21	63.7%

2200 FIRE

1 PERSONAL SERVICES

12201 51101 PAY-FIRE CHIEF	151,617	0	151,617	98,960.01	.00	52,656.99	65.3%
12201 51102 PAY-DEPUTY FIRE CHI	600,860	0	600,860	389,523.35	.00	211,336.65	64.8%
12201 51103 PAY-FIRE CAPTAIN	777,750	-26,956	750,794	485,298.20	.00	265,495.96	64.6%
12201 51104 PAY-FIRE LIEUTENANT	1,958,301	-76,612	1,881,689	1,195,283.74	.00	686,404.81	63.5%
12201 51105 PAY-FIREFIGHTERS	5,566,255	-381,885	5,184,370	3,021,471.53	.00	2,162,898.28	58.3%
12201 51106 PAY-SUPERV.MOTOR VE	74,218	0	74,218	38,719.49	.00	35,498.51	52.2%
12201 51107 PAY-SUPERV.FIRE ALA	105,524	0	105,524	68,875.23	.00	36,648.77	65.3%

REVENUE, EXPENSES & FUND BALANCE

ACCOUNTS FOR:			ORIGINAL	TRANFRS/	REVISED		AVAILABLE	PCT	
0010	GENERAL	FUND	APPROP	ADJSTMTS	BUDGET	YTD EXPENDED	ENCUMBRANCES	BUDGET	USED
12201	51109	PAY-ASSIST.SUPERV.-	94,218	0	94,218	61,495.66	.00	32,722.34	65.3%
12201	51110	PAY-FIRE ALARM OPER	421,605	0	421,605	275,181.40	.00	146,423.60	65.3%
12201	51111	PAY-ADMIN.ASSIST.TO	53,448	0	53,448	35,631.89	.00	17,816.11	66.7%
12201	51180	PAY-INJURED ON DUTY	0	135,453	135,453	131,409.41	.00	4,044.07	97.0%
12201	51300	PAY-OVERTIME	461,766	300,000	761,766	530,419.96	.00	231,346.04	69.6%
12201	51301	PAY-ARSON OVERTIME	4,225	0	4,225	2,281.29	.00	1,943.71	54.0%
12201	51302	PAY-HAZ-MAT OVERTIM	41,820	0	41,820	15,879.65	.00	25,940.35	38.0%
12201	51321	SPECIAL EVENTS OVER	30,600	0	30,600	16,880.90	.00	13,719.10	55.2%
12201	51400	PAY-LONGEVITY	102,054	0	102,054	72,707.99	.00	29,346.01	71.2%
12201	51460	PAY-ACT OUT OF GRAD	55,586	0	55,586	29,820.51	.00	25,765.49	53.6%
12201	51462	EAP/MED.OFF./FIRE P	2,750	0	2,750	.00	.00	2,750.00	.0%
12201	51500	PAY-VACATION/PERSON	300,000	0	300,000	262,474.41	.00	37,525.59	87.5%
12201	51510	PAY-SICK LEAVE BUYB	600,000	0	600,000	522,983.07	.00	77,016.93	87.2%
12201	51530	PAY-FAMILY & MEDICA	1	0	1	.00	.00	1.00	.0%
12201	51780	PAY-NON-CONTRIB. AN	28,634	0	28,634	19,800.89	.00	8,833.11	69.2%
12201	51830	PAY-CLOTHING ALLOWA	14,000	0	14,000	14,000.00	.00	.00	100.0%
12201	51900	PAY-IN-SERVICE COUR	1,000	0	1,000	30.00	.00	970.00	3.0%
12201	51910	PAY-HAZ-MAT TEAM ST	20,000	0	20,000	10,000.00	.00	10,000.00	50.0%
12201	51996	WORKERS COMP WAGE B	1	0	1	.00	.00	1.00	.0%
TOTAL PERSONAL SERVICES			11,466,233	-50,000	11,416,233	7,299,128.58	.00	4,117,104.42	63.9%

2 EXPENSES

12202	52000	PURCHASE OF SERVICE	2,500	0	2,500	2,500.00	.00	.00	100.0%
12202	52100	ENERGY-GAS/OIL/ELEC	113,568	0	113,568	81,133.76	8,866.24	23,568.00	79.2%
12202	52300	WATER & SEWER	6,800	0	6,800	4,852.72	1,147.28	800.00	88.2%
12202	52410	R & M - VEHICLES	40,000	35,000	75,000	48,505.48	-4,361.60	30,856.12	58.9%
12202	52420	R & M - OTHER	6,000	0	6,000	1,333.35	689.60	3,977.05	33.7%
12202	52500	R & M - BLDGS. & GR	2,500	0	2,500	1,133.76	-391.00	1,757.24	29.7%
12202	53011	INFORMATION TECHNOL	30,000	0	30,000	25,808.60	.00	4,191.40	86.0%
12202	53120	FIRE PREVENTION	2,200	0	2,200	1,725.00	.00	475.00	78.4%
12202	53190	EDUCATION & TRAININ	6,000	0	6,000	7,088.69	-1,810.69	722.00	88.0%
12202	53191	FIRE ACADEMY COSTS	14,000	-5,000	9,000	5,510.85	.00	3,489.15	61.2%
12202	53210	MEDICAL COSTS	7,000	5,000	12,000	5,124.00	476.00	6,400.00	46.7%
12202	53220	ARSON	2,000	0	2,000	1,469.19	.00	530.81	73.5%
12202	54200	OFFICE & PROF. SUPP	3,000	0	3,000	2,166.83	1,190.97	-357.80	111.9%
12202	54220	SUPPLIES - OTHER	11,000	0	11,000	11,523.70	-1,161.78	638.08	94.2%
12202	54800	MOTOR VEHICLE FUEL	50,000	0	50,000	31,132.89	.00	18,867.11	62.3%
12202	54830	SUPPLIES - MOTOR VE	45,000	15,000	60,000	28,100.31	5,134.99	26,764.70	55.4%
12202	54880	SUPPLIES-FIRE EQUIP	23,621	0	23,621	18,741.82	-2,790.49	7,669.67	67.5%
12202	54890	SUPPLIES-FIRE ALARM	7,000	0	7,000	5,117.17	.00	1,882.83	73.1%

REVENUE, EXPENSES & FUND BALANCE

FOR 2026 12									
ACCOUNTS FOR:	ORIGINAL	TRANFRS/	REVISED				AVAILABLE	PCT	
0010 GENERAL FUND	APPROP	ADJSTMTS	BUDGET	YTD EXPENDED	ENCUMBRANCES		BUDGET	USED	
12202 55130 SUPPLIES-TRAINING A	6,956	0	6,956	4,458.86	-2,845.96		5,343.10	23.2%	
12202 55140 CPR	17,628	0	17,628	20,027.34	-7,457.39		5,058.05	71.3%	
12202 55150 SUPPLIES-HAZ-MAT	1,500	0	1,500	2,700.00	-2,700.00		1,500.00	.0%	
12202 55860 PERSONNEL EQUIPMENT	24,000	0	24,000	19,497.15	1,102.85		3,400.00	85.8%	
12202 57100 IN-STATE TRAVEL	750	0	750	519.49	.00		230.51	69.3%	
12202 57300 DUES & SUBSCRIPTION	2,500	0	2,500	2,320.00	.00		180.00	92.8%	
TOTAL EXPENSES	425,523	50,000	475,523	332,490.96	-4,910.98		147,943.02	68.9%	
TOTAL FIRE	11,891,756	0	11,891,756	7,631,619.54	-4,910.98		4,265,047.44	64.1%	

2400 BLDG. CODES/INSPECTIONS

1 PERSONAL SERVICES

12401 51101 PAY-BLDG. COMMISSIO	100,090	-1,458	98,632	65,754.47	.00		32,877.53	66.7%	
12401 51102 PAY-ASSIST.BLDG.COM	89,645	-1,306	88,339	58,892.53	.00		29,446.47	66.7%	
12401 51103 PAY-CHIEF INSP OF W	75,302	-10,439	64,863	41,224.94	.00		23,637.95	63.6%	
12401 51105 PAY-PLUMB/GAS INSPE	71,235	0	71,235	47,489.86	.00		23,745.14	66.7%	
12401 51107 PAY-ZONING OFFICIAL	59,166	-862	58,304	38,869.22	.00		19,434.78	66.7%	
12401 51110 PAY-LOCAL BLDG. INS	155,847	0	155,847	102,486.72	.00		53,360.28	65.8%	
12401 51125 PAY-ADMINISTRATIVE	0	43,571	43,571	.00	.00		43,571.00	.0%	
12401 51126 PAY-SR ADMINISTRATI	51,120	-196	50,924	33,883.78	.00		17,040.36	66.5%	
12401 51201 PAY-PROP MAINT/DEMO	64,527	-57,461	7,066	7,047.20	.00		18.80	99.7%	
12401 51300 PAY-OVERTIME	0	1,000	1,000	.00	.00		1,000.00	.0%	
12401 51400 PAY-LONGEVITY	500	800	1,300	900.00	.00		400.00	69.2%	
12401 51500 PAY-VACATION BUYBAC	1	469	470	469.35	.00		.65	99.9%	
12401 51510 PAY-SICK LEAVE BUYB	1	1,337	1,338	1,337.65	.00		.35	100.0%	
12401 51530 PAY-FAMILY & MEDICA	1	196	197	195.86	.00		1.00	99.5%	
12401 51830 PAY-CLOTHING ALLOWA	525	0	525	350.00	.00		175.00	66.7%	
12401 51996 WORKERS COMP WAGE B	1	0	1	.00	.00		1.00	.0%	
TOTAL PERSONAL SERVICES	667,961	-24,349	643,612	398,901.58	.00		244,710.31	62.0%	

2 EXPENSES

12402 53010 OTHER CONTRACTED SE	0	5,700	5,700	3,200.00	.00		2,500.00	56.1%	
12402 53020 DEMOLITION-UNSAFE B	20,000	-3,200	16,800	450.00	.00		16,350.00	2.7%	
12402 53030 PRINT/BIND/MICROFIL	150	0	150	119.00	.00		31.00	79.3%	

REVENUE, EXPENSES & FUND BALANCE

FOR 2026 12			ORIGINAL	TRANFRS/	REVISED		AVAILABLE	PCT	
ACCOUNTS FOR:	GENERAL FUND		APPROP	ADJSTMTS	BUDGET	YTD EXPENDED	ENCUMBRANCES	BUDGET	USED
12402 53040	INSPECTIONS-PLUMB &		1,800	0	1,800	1,380.00	.00	420.00	76.7%
12402 53050	INSPECTIONS-ELECTRI		3,000	11,642	14,642	17,440.00	-2,870.00	72.11	99.5%
12402 53190	EDUCATION & TRAININ		3,125	-2,000	1,125	969.66	.00	155.34	86.2%
12402 54200	OFFICE & PROF. SUPP		250	0	250	202.67	.00	47.33	81.1%
12402 54800	MOTOR VEHICLE FUEL		1,500	0	1,500	381.03	.00	1,118.97	25.4%
12402 54900	SUPPLIES-SMALL TOOL		1,550	0	1,550	258.97	.00	1,291.03	16.7%
12402 57009	CLOTHING EXPENSE		2,000	-300	1,700	641.00	.00	1,059.00	37.7%
12402 57100	IN-STATE TRAVEL		4,000	0	4,000	2,019.37	.00	1,980.63	50.5%
12402 57300	DUES & SUBSCRIPTION		800	0	800	80.00	.00	720.00	10.0%
TOTAL EXPENSES			38,175	11,842	50,017	27,141.70	-2,870.00	25,745.41	48.5%
3 CAPITAL OUTLAY									
12403 58002	CAP.OUTLAY-BUILDING		0	155,000	155,000	.00	134,300.00	20,700.00	86.6%
TOTAL CAPITAL OUTLAY			0	155,000	155,000	.00	134,300.00	20,700.00	86.6%
TOTAL BLDG. CODES/INSPECTIONS			706,136	142,493	848,629	426,043.28	131,430.00	291,155.72	65.7%
2440 WEIGHTS & MEASURES									
1 PERSONAL SERVICES									
12441 51101	PAY-SEALER OF WTS./		67,234	-979	66,255	44,169.57	.00	22,085.43	66.7%
12441 51500	PAY-VACATION BUYBAC		1	0	1	.00	.00	1.00	.0%
12441 51510	PAY-SICK LEAVE BUYB		1	0	1	.00	.00	1.00	.0%
12441 51530	PAY-FAMILY & MEDICA		1	0	1	.00	.00	1.00	.0%
12441 51996	WORKERS COMP WAGE B		1	0	1	.00	.00	1.00	.0%
TOTAL PERSONAL SERVICES			67,238	-979	66,259	44,169.57	.00	22,089.43	66.7%
2 EXPENSES									
12442 53030	PRINT/BIND/MICROFIL		1,000	0	1,000	.00	.00	1,000.00	.0%
12442 53190	EDUCATION & TRAININ		300	0	300	300.00	.00	.00	100.0%
12442 54200	OFFICE & PROF. SUPP		250	0	250	48.12	.00	201.88	19.2%

REVENUE, EXPENSES & FUND BALANCE

FOR 2026 12									
ACCOUNTS FOR:	GENERAL FUND	ORIGINAL APPROP	TRANFRS/ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED	
12442 54800	MOTOR VEHICLE FUEL	1,200	0	1,200	396.95	.00	803.05	33.1%	
12442 54901	TOOLS & EQUIPMENT	2,000	0	2,000	905.42	.00	1,094.58	45.3%	
12442 57009	CLOTHING EXPENSE	1,500	0	1,500	501.74	.00	998.26	33.4%	
12442 57300	DUES & SUBSCRIPTION	300	0	300	60.00	.00	240.00	20.0%	
12442 57806	MOTOR VEHICLE EXPEN	250	0	250	.00	.00	250.00	.0%	
TOTAL EXPENSES		6,800	0	6,800	2,212.23	.00	4,587.77	32.5%	
TOTAL WEIGHTS & MEASURES		74,038	-979	73,059	46,381.80	.00	26,677.20	63.5%	
2910 OFFICE OF EMERGENCY MGMT.									
1 PERSONAL SERVICES									
12911 51225	EMERGENCY MGMT DIR	5,000	0	5,000	3,333.36	.00	1,666.64	66.7%	
TOTAL PERSONAL SERVICES		5,000	0	5,000	3,333.36	.00	1,666.64	66.7%	
2 EXPENSES									
12912 53100	REVERSE 911	18,261	0	18,261	17,349.25	252.00	659.75	96.4%	
12912 53421	COMMUNICATIONS SERV	35,000	0	35,000	14,583.30	32,083.34	-11,666.64	133.3%	
12912 54220	SUPPLIES - OTHER	2,500	0	2,500	230.79	.00	2,269.21	9.2%	
TOTAL EXPENSES		55,761	0	55,761	32,163.34	32,335.34	-8,737.68	115.7%	
TOTAL OFFICE OF EMERGENCY MGMT.		60,761	0	60,761	35,496.70	32,335.34	-7,071.04	111.6%	
2940 FORESTRY									
1 PERSONAL SERVICES									
12941 51101	PAY-FORESTER	74,339	0	74,339	49,736.16	.00	24,602.84	66.9%	
12941 51300	PAY-OVERTIME	8,000	0	8,000	18,470.58	.00	-10,470.58	230.9%	
12941 51400	PAY-LONGEVITY	1,250	0	1,250	1,250.00	.00	.00	100.0%	
12941 51500	PAY-VACATION BUYBAC	1	0	1	.00	.00	1.00	.0%	

REVENUE, EXPENSES & FUND BALANCE

FOR 2026 12

ACCOUNTS FOR: 0010 GENERAL FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
12941 51510 PAY-SICK LEAVE BUYB	1	0	1	.00	.00	1.00	.0%
12941 51530 PAY-FAMILY & MEDICA	1	0	1	.00	.00	1.00	.0%
12941 51830 PAY-CLOTHING ALLOWA	325	0	325	325.00	.00	.00	100.0%
12941 51996 WORKERS COMP WAGE B	1	0	1	.00	.00	1.00	.0%
TOTAL PERSONAL SERVICES	83,918	0	83,918	69,781.74	.00	14,136.26	83.2%

2 EXPENSES

12942 52410 R & M - VEHICLES	4,000	0	4,000	.00	.00	4,000.00	.0%
12942 53004 DEBRIS DISPOSAL	0	0	0	6,168.18	-6,168.18	.00	.0%
12942 53010 CONTRACT FORESTRY S	150,000	0	150,000	140,786.85	9,213.15	.00	100.0%
12942 53190 EDUCATION & TRAININ	1,000	0	1,000	595.00	5.00	400.00	60.0%
12942 54900 SUPPLIES-SMALL TOOL	1,500	0	1,500	629.99	-629.99	1,500.00	.0%
TOTAL EXPENSES	156,500	0	156,500	148,180.02	2,419.98	5,900.00	96.2%
TOTAL FORESTRY	240,418	0	240,418	217,961.76	2,419.98	20,036.26	91.7%

2990 PUBLIC SAFETY

1 PERSONAL SERVICES

12991 51201 PAY-CLERK	900	0	900	623.16	.00	276.84	69.2%
TOTAL PERSONAL SERVICES	900	0	900	623.16	.00	276.84	69.2%
TOTAL PUBLIC SAFETY	900	0	900	623.16	.00	276.84	69.2%

3000 SCHOOLS

1 PERSONAL SERVICES

13001 51101 PAY-SCHOOL PERSONNE	68,193,748	75,689	68,269,437	37,533,071.34	.00	30,736,365.66	55.0%
TOTAL PERSONAL SERVICES	68,193,748	75,689	68,269,437	37,533,071.34	.00	30,736,365.66	55.0%

2 EXPENSES

REVENUE, EXPENSES & FUND BALANCE

FOR 2026 12

ACCOUNTS FOR: 0010 GENERAL FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
13002 57000 OTHER CHARGES & EXP	33,026,287	-492,526	32,533,761	23,109,565.58	-4,283,639.25	13,707,834.67	57.9%
TOTAL EXPENSES	33,026,287	-492,526	32,533,761	23,109,565.58	-4,283,639.25	13,707,834.67	57.9%
TOTAL SCHOOLS	101,220,035	-416,837	100,803,198	60,642,636.92	-4,283,639.25	44,444,200.33	55.9%

4100 CITY ENGINEER

1 PERSONAL SERVICES

14101 51101 PAY-ENGINEER/ASST.S	129,246	-1,883	127,363	84,908.70	.00	42,454.30	66.7%
14101 51103 PAY-GEN.CONSTRUCTIO	68,487	-8,140	60,347	37,923.68	.00	22,423.32	62.8%
14101 51105 PAY-SR.CIVIL ENGINE	90,000	-79,000	11,000	.00	.00	11,000.00	.0%
14101 51107 PAY-GRANT WRITER/MA	65,798	0	65,798	43,864.99	.00	21,933.01	66.7%
14101 51500 PAY-VACATION BUYBAC	1	0	1	.00	.00	1.00	.0%
14101 51510 PAY-SICK LEAVE BUYB	1	0	1	.00	.00	1.00	.0%
14101 51530 PAY-FAMILY & MEDICA	1	0	1	.00	.00	1.00	.0%
14101 51830 PAY-CLOTHING ALLOWA	350	0	350	.00	.00	350.00	.0%
14101 51996 WORKERS COMP WAGE B	1	0	1	.00	.00	1.00	.0%
TOTAL PERSONAL SERVICES	353,885	-89,023	264,862	166,697.37	.00	98,164.63	62.9%

2 EXPENSES

14102 53010 PROFESSIONAL ENGINE	100,000	54,000	154,000	98,050.00	55,950.00	.00	100.0%
14102 53190 EDUCATION & TRAININ	5,500	0	5,500	1,613.82	300.00	3,586.18	34.8%
14102 54200 OFFICE & PROF. SUPP	1,500	6,000	7,500	5,457.18	1,034.95	1,007.87	86.6%
14102 57300 DUES & SUBSCRIPTION	1,500	0	1,500	.00	.00	1,500.00	.0%
TOTAL EXPENSES	108,500	60,000	168,500	105,121.00	57,284.95	6,094.05	96.4%
TOTAL CITY ENGINEER	462,385	-29,023	433,362	271,818.37	57,284.95	104,258.68	75.9%

4210 DPW-ADMIN.

1 PERSONAL SERVICES

14211 51101 PAY-GEN.SUPERIN'DEN	118,000	0	118,000	70,419.13	.00	47,580.87	59.7%
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REVENUE, EXPENSES & FUND BALANCE

FOR 2026 12

ACCOUNTS FOR: 0010 GENERAL FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
14211 51103 PAY-OFFICE MANAGER	67,956	-3,322	64,634	33,433.17	.00	31,200.83	51.7%
14211 51104 PAY-PRINC.ACCT.CLER	111,608	-3,885	107,723	72,381.60	.00	35,341.40	67.2%
14211 51106 PAY-SUPT. OUTDOOR W	73,951	0	73,951	18,770.40	.00	55,180.60	25.4%
14211 51108 PAY-SAFETY INSPECTO	51,250	1,754	53,004	35,335.63	.00	17,668.37	66.7%
14211 51201 PAY-COMMISSIONERS	8,841	0	8,841	5,860.74	.00	2,980.26	66.3%
14211 51300 PAY-OVERTIME	8,500	0	8,500	7,175.55	.00	1,324.45	84.4%
14211 51306 OVERTIME-SUPERVISOR	8,500	0	8,500	8,775.08	.00	-275.08	103.2%
14211 51400 PAY-LONGEVITY	1,250	0	1,250	1,750.00	.00	-500.00	140.0%
14211 51500 PAY-VACATION BUYBAC	1	0	1	.00	.00	1.00	.0%
14211 51510 PAY-SICK LEAVE BUYB	1	0	1	.00	.00	1.00	.0%
14211 51530 PAY-FAMILY & MEDICA	1	0	1	.00	.00	1.00	.0%
14211 51830 PAY-CLOTHING ALLOWA	1,000	0	1,000	700.00	.00	300.00	70.0%
14211 51996 WORKERS COMP WAGE B	1	0	1	.00	.00	1.00	.0%
TOTAL PERSONAL SERVICES	450,860	-5,453	445,407	254,601.30	.00	190,805.70	57.2%

2 EXPENSES

14212 53009 DPW ADMIN CONTRACTE	0	900	900	300.00	600.00	.00	100.0%
14212 53190 EDUCATION & TRAININ	5,000	0	5,000	3,480.50	.00	1,519.50	69.6%
14212 53210 MEDICAL COSTS	5,000	0	5,000	4,602.88	-17.03	414.15	91.7%
14212 53410 TELEPHONE USAGE CHA	8,000	0	8,000	4,989.49	3,010.51	.00	100.0%
14212 54200 OFFICE & PROF. SUPP	1,520	-45	1,475	1,335.52	26.50	112.98	92.3%
14212 55830 UNIFORMS RENTAL SER	11,000	45	11,045	12,462.13	3,303.89	-4,721.02	142.7%
14212 57100 IN-STATE TRAVEL	300	350	650	643.10	.00	6.90	98.9%
14212 57300 DUES & SUBSCRIPTION	1,000	-350	650	.00	1,795.00	-1,145.00	276.2%
TOTAL EXPENSES	31,820	900	32,720	27,813.62	8,718.87	-3,812.49	111.7%
TOTAL DPW-ADMIN.	482,680	-4,553	478,127	282,414.92	8,718.87	186,993.21	60.9%

4220 DPW-CITY PROPERTY

1 PERSONAL SERVICES

14221 51101 PAY-BLDG.MAINT.SUPE	69,609	0	69,609	46,576.33	.00	23,032.67	66.9%
14221 51104 PAY-LABORER	100,422	-98	100,324	56,172.72	.00	44,151.77	56.0%
14221 51105 PAY-BLDG. CUSTODIAN	90,411	-1,188	89,223	37,979.68	.00	51,243.44	42.6%
14221 51300 PAY-OVERTIME	22,440	0	22,440	12,917.57	.00	9,522.43	57.6%

REVENUE, EXPENSES & FUND BALANCE

FOR 2026 12									
ACCOUNTS FOR:	ORIGINAL	TRANFRS/	REVISED				AVAILABLE	PCT	
0010 GENERAL FUND	APPROP	ADJSTMTS	BUDGET	YTD	EXPENDED	ENCUMBRANCES	BUDGET	USED	
14221 51400 PAY-LONGEVITY	5,687	0	5,687		900.00	.00	4,787.00	15.8%	
14221 51500 PAY-VACATION BUYBAC	1	0	1		.00	.00	1.00	.0%	
14221 51510 PAY-SICK LEAVE BUYB	1	98	99		98.51	.00	.00	100.0%	
14221 51530 PAY-FAMILY & MEDICA	1	1,188	1,189		1,188.88	.00	.00	100.0%	
14221 51830 PAY-CLOTHING/TOOL A	1,530	0	1,530		1,075.00	.00	455.00	70.3%	
14221 51996 WORKERS COMP WAGE B	1	0	1		.00	.00	1.00	.0%	
TOTAL PERSONAL SERVICES	290,103	0	290,103	156,908.69		.00	133,194.31	54.1%	
2 EXPENSES									
14222 52100 ENERGY-STREET LIGHT	265,889	0	265,889		76,531.60	-6,251.27	195,608.67	26.4%	
14222 52102 ENERGY-CITY HALL	66,945	0	66,945		77,764.07	.00	-10,819.07	116.2%	
14222 52103 ENERGY-CITY HALL AN	42,119	0	42,119		28,279.76	.00	13,839.24	67.1%	
14222 52104 ENERGY-PELLISSIER B	73,250	0	73,250		28,990.60	6,327.76	37,931.64	48.2%	
14222 52111 ENERGY-GERIATRIC	0	0	0		1,030.55	.00	-1,030.55	100.0%	
14222 52112 ENERGY-TRAIN STATIO	2,342	0	2,342		2,044.70	-158.99	456.29	80.5%	
14222 52300 HYDRANTS WATER USE	41,616	0	41,616		10,404.00	31,196.00	16.00	100.0%	
14222 52302 WATER/SEWER-CITY HA	7,500	0	7,500		1,302.70	.00	6,197.30	17.4%	
14222 52303 WATER/SEWER-CITY HA	20,000	0	20,000		16,888.77	.00	3,111.23	84.4%	
14222 52304 WATER/SEWER-PELLISS	2,200	0	2,200		756.00	.00	1,444.00	34.4%	
14222 52502 R & M-CITY HALL	35,000	0	35,000		18,700.60	29,897.94	-13,598.54	138.9%	
14222 52503 R & M-CITY HALL ANN	25,000	0	25,000		21,939.87	12,677.19	-9,617.06	138.5%	
14222 52504 R & M-PELLISSIER BL	50,000	-8,900	41,100		32,434.39	10,538.01	-1,872.40	104.6%	
14222 52505 R & M-SENIOR CENTER	50,000	0	50,000		30,339.03	16,603.82	3,057.15	93.9%	
14222 52509 R & M-POLICE STATIO	36,000	8,083	44,083		48,538.52	14,711.66	-19,167.61	143.5%	
14222 52510 R & M-CENTRAL FIRE	35,000	0	35,000		34,884.18	8,778.43	-8,662.61	124.8%	
14222 52511 R & M-ELMWOOD FIRE	12,240	9,697	21,937		11,757.65	20,313.12	-10,133.36	146.2%	
14222 52512 R & M-HIGHLAND FIRE	7,140	9,492	16,632		7,178.21	17,427.12	-7,973.83	147.9%	
14222 52514 R & M-W.HOLYOKE FIR	4,080	11,240	15,320		4,481.38	18,063.12	-7,225.00	147.2%	
14222 52517 R&M-TRAIN STATION	5,000	0	5,000		.00	.00	5,000.00	.0%	
14222 52519 R & M-PUBLIC LIBRAR	0	0	0		3,800.00	-3,800.00	.00	.0%	
14222 53009 CONTRACTED SERV.	0	8,266	8,266		5,866.47	.00	2,400.00	71.0%	
14222 53010 PROFESSIONAL SERVIC	70,000	-39,777	30,223		364.50	1,374.14	28,483.91	5.8%	
14222 53190 EDUCATION & TRAININ	0	300	300		300.00	.00	.00	100.0%	
14222 54220 SUPPLIES - OTHER	7,500	700	8,200		7,244.34	-206.42	1,162.08	85.8%	
14222 54900 SUPPLIES-SMALL TOOL	1,300	0	1,300		696.42	-243.91	847.49	34.8%	
TOTAL EXPENSES	860,121	-900	859,221	472,518.31		177,247.72	209,454.97	75.6%	
3 CAPITAL OUTLAY									
14223 58000 CAP.OUT.-BLDG.IMPRO	0	0	0		32,396.33	-32,396.33	.00	.0%	

REVENUE, EXPENSES & FUND BALANCE

FOR 2026 12								
ACCOUNTS FOR:		ORIGINAL	TRANFRS/	REVISED			AVAILABLE	PCT
0010	GENERAL FUND	APPROP	ADJSTMTS	BUDGET	YTD EXPENDED	ENCUMBRANCES	BUDGET	USED
14223	58001 CAP.OUT.-UST/FUEL D	0	0	0	15,210.54	-15,210.54	.00	.0%
	TOTAL CAPITAL OUTLAY	0	0	0	47,606.87	-47,606.87	.00	.0%
	TOTAL DPW-CITY PROPERTY	1,150,224	-900	1,149,324	677,033.87	129,640.85	342,649.28	70.2%

4250 DPW-HIGHWAYS & BRIDGES

1 PERSONAL SERVICES

14251	51101 PAY-P.W. FOREMAN/H	61,794	2,201	63,995	42,453.60	.00	21,541.40	66.3%
14251	51102 PAY-HOISTING EQUIPM	223,430	-6,157	217,273	104,953.92	.00	112,318.93	48.3%
14251	51104 PAY-HEAVY M.E.O.	331,376	31,788	363,164	189,053.07	.00	174,110.95	52.1%
14251	51106 PAY-PROP MAINT & DE	61,914	-21,874	40,040	.00	.00	40,040.40	.0%
14251	51107 PAY-LABORER	48,116	0	48,116	24,591.20	.00	23,524.80	51.1%
14251	51300 PAY-OVERTIME	25,000	0	25,000	20,074.11	.00	4,925.89	80.3%
14251	51301 PAY-SNOW REMOVAL OV	120,000	0	120,000	221,287.28	.00	-101,287.28	184.4%
14251	51400 PAY-LONGEVITY	6,925	0	6,925	5,175.00	.00	1,750.00	74.7%
14251	51480 PAY-CDL CLASS A DIF	600	0	600	151.50	.00	448.50	25.3%
14251	51500 PAY-VACATION BUYBAC	1	0	1	.00	.00	1.00	.0%
14251	51510 PAY-SICK LEAVE BUYB	1	0	1	.00	.00	1.00	.0%
14251	51530 PAY-FAMILY & MEDICA	1	0	1	.00	.00	1.00	.0%
14251	51830 PAY-CLOTHING ALLOWA	4,825	0	4,825	1,725.00	.00	3,100.00	35.8%
14251	51996 WORKERS COMP WAGE B	1	30,139	30,140	38,496.81	.00	-8,356.83	127.7%
14251	51999 NON-CONTRIBUTORY AN	11,310	0	11,310	7,839.00	.00	3,471.00	69.3%
	TOTAL PERSONAL SERVICES	895,294	36,097	931,391	655,800.49	.00	275,590.76	70.4%

2 EXPENSES

14252	52600 R & M - STREETS & F	75,000	0	75,000	37,256.45	29,276.57	8,466.98	88.7%
14252	52700 EQUIPMENT/BLDG. REN	1,000	0	1,000	1,458.80	-1,000.00	541.20	45.9%
14252	53100 SNOW REMOVAL SERVIC	250,000	0	250,000	581,124.16	132,966.51	-464,090.67	285.6%
14252	53140 ROCA SERVICES	100,000	0	100,000	65,322.08	34,677.92	.00	100.0%
14252	54220 SUPPLIES-TRAFFIC LI	21,420	0	21,420	10,090.00	5,870.00	5,460.00	74.5%
14252	54221 SUPPLIES-TRAFFIC LI	51,000	0	51,000	22,906.06	295.08	27,798.86	45.5%
14252	54900 SUPPLIES-SMALL TOOL	4,080	0	4,080	2,725.29	277.88	1,076.83	73.6%
	TOTAL EXPENSES	502,500	0	502,500	720,882.84	202,363.96	-420,746.80	183.7%

3 CAPITAL OUTLAY

REVENUE, EXPENSES & FUND BALANCE

FOR 2026 12									
ACCOUNTS FOR:		ORIGINAL	TRANFRS/	REVISED			AVAILABLE	PCT	
0010	GENERAL FUND	APPROP	ADJSTMTS	BUDGET	YTD EXPENDED	ENCUMBRANCES	BUDGET	USED	
14253	58002 CAP.OUTLAY-MOTOR VE	0	0	0	569,225.98	-569,225.98	.00	.0%	
	TOTAL CAPITAL OUTLAY	0	0	0	569,225.98	-569,225.98	.00	.0%	
	TOTAL DPW-HIGHWAYS & BRIDGES	1,397,794	36,097	1,433,891	1,945,909.31	-366,862.02	-145,156.04	110.1%	

4260 DPW-AUTO EQUIP. MAINT.

1 PERSONAL SERVICES

14261	51101 PAY-FOREMAN/AUTOMOT	69,609	0	69,609	47,111.69	.00	22,497.31	67.7%	
14261	51102 PAY-MOTOR EQUIP.REP	186,307	-225	186,082	98,971.36	.00	87,110.88	53.2%	
14261	51103 PAY-MOTOR EQUIP.MAI	55,061	-979	54,082	32,558.32	.00	21,523.51	60.2%	
14261	51105 PAY-EVT MECHANIC	76,066	0	76,066	17,851.60	.00	58,214.40	23.5%	
14261	51106 PAY-POLICE FLEET ME	59,070	0	59,070	36,595.68	.00	22,474.32	62.0%	
14261	51300 PAY-OVERTIME	35,000	0	35,000	30,500.92	.00	4,499.08	87.1%	
14261	51400 PAY-LONGEVITY	3,400	0	3,400	3,400.00	.00	.00	100.0%	
14261	51500 PAY-VACATION BUYBAC	1	0	1	.00	.00	1.00	.0%	
14261	51510 PAY-SICK LEAVE BUYB	1	0	1	.00	.00	1.00	.0%	
14261	51530 PAY-FAMILY & MEDICA	1	225	226	225.76	.00	.00	100.0%	
14261	51830 PAY-CLOTHING/TOOL A	3,775	0	3,775	1,525.00	.00	2,250.00	40.4%	
14261	51902 TEMP CO-OP	16,000	0	16,000	4,995.00	.00	11,005.00	31.2%	
14261	51996 WORKERS COMP WAGE B	1	979	980	980.17	.00	.00	100.0%	
	TOTAL PERSONAL SERVICES	504,292	0	504,292	274,715.50	.00	229,576.50	54.5%	

2 EXPENSES

14262	52410 R & M - VEHICLES	90,000	0	90,000	82,624.62	13,118.85	-5,743.47	106.4%	
14262	52420 R & M - OTHER	5,000	-146	4,854	762.90	273.77	3,817.56	21.4%	
14262	53100 TOWING SERVICES	4,000	0	4,000	2,564.90	-354.55	1,789.65	55.3%	
14262	54800 MOTOR VEHICLE FUEL	30,000	0	30,000	32,205.16	.00	-2,205.16	107.4%	
14262	54830 SUPPLIES - MOTOR VE	26,000	0	26,000	23,113.17	3,126.02	-239.19	100.9%	
14262	55835 TOOL REIMBURSEMENT	2,100	146	2,246	2,995.77	.00	-750.00	133.4%	
	TOTAL EXPENSES	157,100	0	157,100	144,266.52	16,164.09	-3,330.61	102.1%	
	TOTAL DPW-AUTO EQUIP. MAINT.	661,392	0	661,392	418,982.02	16,164.09	226,245.89	65.8%	

4300 DPW-TRASH COLLECTION

REVENUE, EXPENSES & FUND BALANCE

FOR 2026 12

ACCOUNTS FOR:	ORIGINAL APPROP	TRANFRS/ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
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1 PERSONAL SERVICES

14301 51101 PAY-P.W. FOREMAN	65,151	0	65,151	43,630.49	.00	21,520.51	67.0%
14301 51102 PAY-HEAVY MOTOR EQU	426,876	-11,727	415,149	179,177.23	.00	235,971.51	43.2%
14301 51103 PAY-LABORER	295,189	-9,087	286,102	142,032.00	.00	144,070.30	49.6%
14301 51106 PAY-WASTE/RECYCLE C	68,476	1,121	69,597	46,576.32	.00	23,020.68	66.9%
14301 51300 PAY-OVERTIME	40,000	0	40,000	24,742.90	.00	15,257.10	61.9%
14301 51321 SPECIAL EVENTS OVER	30,000	0	30,000	18,107.79	.00	11,892.21	60.4%
14301 51400 PAY-LONGEVITY	2,425	0	2,425	3,025.00	.00	-600.00	124.7%
14301 51480 PAY-SHIFT DIFFERENT	0	4	4	9.75	.00	-6.00	260.0%
14301 51500 PAY-VACATION BUYBAC	1	0	1	.00	.00	1.00	.0%
14301 51510 PAY-SICK LEAVE BUYB	1	0	1	.00	.00	1.00	.0%
14301 51530 PAY-FAMILY & MEDICA	1	2,397	2,398	3,079.44	.00	-681.56	128.4%
14301 51830 PAY-CLOTHING ALLOWA	5,150	0	5,150	3,850.00	.00	1,300.00	74.8%
14301 51996 WORKERS COMP WAGE B	1	18,417	18,418	31,225.27	.00	-12,807.19	169.5%
TOTAL PERSONAL SERVICES	933,271	1,125	934,396	495,456.19	.00	438,939.56	53.0%

2 EXPENSES

14302 52410 R & M - VEHICLES	69,360	0	69,360	35,281.27	5,761.13	28,317.60	59.2%
14302 52700 EQUIPMENT/BLDG. REN	2,984	0	2,984	184.50	-184.50	2,984.00	.0%
14302 52900 LANDFILL DISPOSAL C	874,140	0	874,140	512,275.41	269,724.59	92,140.00	89.5%
14302 52901 HAZARDOUS WASTE COL	30,000	0	30,000	21,956.92	.00	8,043.08	73.2%
14302 52902 RECYCLING CONTRACT	91,800	0	91,800	64,117.41	43,882.59	-16,200.00	117.6%
14302 53100 OTHER SERVICES	342,720	0	342,720	176,547.23	-39,458.14	205,630.91	40.0%
14302 54800 MOTOR VEHICLE FUEL	66,300	0	66,300	49,236.62	.00	17,063.38	74.3%
14302 54900 SUPPLIES-SMALL TOOL	6,630	0	6,630	940.30	-87.00	5,776.70	12.9%
14302 55830 CLOTHING REIMBURSEM	500	0	500	.00	.00	500.00	.0%
TOTAL EXPENSES	1,484,434	0	1,484,434	860,539.66	279,638.67	344,255.67	76.8%
TOTAL DPW-TRASH COLLECTION	2,417,705	1,125	2,418,830	1,355,995.85	279,638.67	783,195.23	67.6%

4800 MUNIC. PARKING FACILITIES

1 PERSONAL SERVICES

14801 51101 PAY-PARKING CONTROL	103,440	-2,479	100,961	59,240.95	.00	41,719.65	58.7%
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REVENUE, EXPENSES & FUND BALANCE

FOR 2026 12

ACCOUNTS FOR: 0010 GENERAL FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
14801 51400 PAY-LONGEVITY	0	650	650	650.00	.00	.00	100.0%
14801 51500 PAY-VACATION BUYBAC	1	0	1	.00	.00	1.00	.0%
14801 51510 PAY-SICK LEAVE BUYB	1	0	1	.00	.00	1.00	.0%
14801 51530 PAY-FAMILY & MEDICA	1	1,829	1,830	1,830.40	.00	.00	100.0%
14801 51830 PAY-CLOTHING ALLOWA	400	0	400	400.00	.00	.00	100.0%
14801 51996 WORKERS COMP WAGE B	1	0	1	.00	.00	1.00	.0%
TOTAL PERSONAL SERVICES	103,844	0	103,844	62,121.35	.00	41,722.65	59.8%

2 EXPENSES

14802 52100 ENERGY-DWIGHT	24,118	0	24,118	18,925.31	-2,297.89	7,490.58	68.9%
14802 52101 ENERGY-SUFFOLK	15,488	0	15,488	15,842.01	-1,568.34	1,214.33	92.2%
14802 52300 WATER/SEWER-DWIGHT	350	0	350	202.93	.00	147.07	58.0%
14802 52500 R & M - DWIGHT	15,000	0	15,000	1,078.03	2,967.39	10,954.58	27.0%
14802 52501 R & M - SUFFOLK	5,000	0	5,000	.00	.00	5,000.00	.0%
14802 52506 R & M - STREET	8,000	0	8,000	3,481.60	.00	4,518.40	43.5%
14802 53009 GARAGE SECURITY	81,000	0	81,000	45,107.51	35,892.49	.00	100.0%
14802 54220 SUPPLIES-DWIGHT	1,500	0	1,500	825.72	-3.70	677.98	54.8%
14802 55830 UNIFORMS	0	4,000	4,000	253.92	-253.92	4,000.00	.0%
TOTAL EXPENSES	150,456	4,000	154,456	85,717.03	34,736.03	34,002.94	78.0%
TOTAL MUNIC. PARKING FACILITIES	254,300	4,000	258,300	147,838.38	34,736.03	75,725.59	70.7%

5100 BOARD OF HEALTH

1 PERSONAL SERVICES

15101 51101 PAY-HEALTH DIRECTOR	86,059	-1,253	84,806	56,537.06	.00	28,268.94	66.7%
15101 51103 PAY-SANITARIAN II	133,704	0	133,704	88,969.87	.00	44,734.13	66.5%
15101 51104 PAY-PUBLIC HEALTH N	74,473	0	74,473	49,648.61	.00	24,824.39	66.7%
15101 51107 PAY-SANITARIAN III	71,400	-2,304	69,096	45,321.21	.00	23,774.41	65.6%
15101 51109 PAY-SANITARIAN I	112,219	0	112,219	74,670.12	.00	37,548.88	66.5%
15101 51125 PAY-ADMINISTRATIVE	42,533	-5,120	37,413	23,356.76	.00	14,056.64	62.4%
15101 51126 PAY-SR ADMINISTRATI	49,275	0	49,275	32,849.46	.00	16,425.54	66.7%
15101 51201 PAY-BOARD MEMBERS	3,650	0	3,650	2,295.78	.00	1,354.22	62.9%
15101 51202 PAY-ANIMAL INSPECTO	53,787	-783	53,004	35,335.58	.00	17,668.42	66.7%
15101 51300 PAY-OVERTIME	4,000	0	4,000	826.20	.00	3,173.80	20.7%

REVENUE, EXPENSES & FUND BALANCE

FOR 2026 12

ACCOUNTS FOR: 0010 GENERAL FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
15101 51400 PAY-LONGEVITY	5,050	0	5,050	4,250.00	.00	800.00	84.2%
15101 51500 PAY-VACATION BUYBAC	1	685	686	684.60	.00	1.00	99.9%
15101 51510 PAY-SICK LEAVE BUYB	1	0	1	.00	.00	1.00	.0%
15101 51530 PAY-FAMILY & MEDICA	1	2,304	2,305	2,266.07	.00	39.31	98.3%
15101 51830 PAY-CLOTHING ALLOWA	1,050	0	1,050	875.00	.00	175.00	83.3%
15101 51850 PAY-AUTO ALLOWANCE	16,920	0	16,920	11,280.00	.00	5,640.00	66.7%
15101 51996 WORKERS COMP WAGE B	1	0	1	.00	.00	1.00	.0%
TOTAL PERSONAL SERVICES	654,124	-6,471	647,653	429,166.32	.00	218,486.68	66.3%

2 EXPENSES

15102 52400 R & M - OFFICE EQUI	450	0	450	.00	.00	450.00	.0%
15102 53010 PROF. HEALTH SERVIC	10,000	3,500	13,500	11,616.88	76.00	1,807.12	86.6%
15102 53015 SHARPS KIOSK SERVIC	3,420	0	3,420	3,420.00	.00	.00	100.0%
15102 53026 WELLNESS	1,500	-500	1,000	1,041.92	-41.92	.00	100.0%
15102 53030 PRINT/BIND/MICROFIL	750	0	750	750.00	.00	.00	100.0%
15102 53101 COMMUNICABLE DISEAS	4,000	-2,500	1,500	3,974.58	-2,550.04	75.46	95.0%
15102 53103 ANIMAL CONTROL SERV	245,262	0	245,262	176,373.00	.00	68,889.00	71.9%
15102 53190 EDUCATION & TRAININ	5,625	0	5,625	4,714.00	150.00	761.00	86.5%
15102 54200 OFFICE & PROF. SUPP	250	0	250	69.29	.00	180.71	27.7%
15102 54220 SUPPLIES - OTHER	4,000	-25	3,975	684.78	1,315.22	1,974.99	50.3%
15102 54221 SUPPLIES - EMERGENC	3,500	-3,500	0	.00	.00	.00	.0%
15102 54800 MOTOR VEHICLE FUEL	2,820	0	2,820	1,398.30	.00	1,421.70	49.6%
15102 57009 CLOTHING EXPENSE	1,000	-5	996	995.50	.00	.00	100.0%
15102 57100 IN-STATE TRAVEL	1,200	3,030	4,230	3,618.89	.00	610.62	85.6%
15102 57400 MALPRACTICE INSURAN	128	0	128	.00	.00	128.00	.0%
TOTAL EXPENSES	283,905	0	283,905	208,657.14	-1,050.74	76,298.60	73.1%
TOTAL BOARD OF HEALTH	938,029	-6,471	931,558	637,823.46	-1,050.74	294,785.28	68.4%

5410 COUNCIL ON AGING

1 PERSONAL SERVICES

15411 51101 PAY-EXECUTIVE DIREC	80,681	-1,175	79,506	53,003.37	.00	26,502.63	66.7%
15411 51102 PAY-NUTRITIONAL DIR	50,733	0	50,733	34,043.63	.00	16,689.37	67.1%
15411 51103 PAY-ASSISTANT DIREC	29,583	-431	29,152	32,167.61	.00	-3,015.61	110.3%

REVENUE, EXPENSES & FUND BALANCE

FOR 2026 12

ACCOUNTS FOR: 0010 GENERAL FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
15411 51104 PAY-UTILITY PERSON	70,570	0	70,570	47,763.50	.00	22,806.50	67.7%
15411 51105 PAY-VOLUNTEER COORD	148,841	0	148,841	88,733.63	.00	60,107.37	59.6%
15411 51106 PAY-PART TIME CUSTO	32,625	0	32,625	7,867.50	.00	24,757.50	24.1%
15411 51202 PAY-HEALTH SERVICES	78,678	0	78,678	52,246.98	.00	26,431.02	66.4%
15411 51203 PAY-DRIVER	80,734	-11,024	69,710	36,566.25	.00	33,143.50	52.5%
15411 51300 PAY-OVERTIME	750	0	750	.00	.00	750.00	.0%
15411 51400 PAY-LONGEVITY	4,261	0	4,261	2,960.00	.00	1,301.00	69.5%
15411 51500 PAY-VACATION BUYBAC	1	529	530	530.25	.00	.00	100.0%
15411 51510 PAY-SICK LEAVE BUYB	1	0	1	.00	.00	1.00	.0%
15411 51530 PAY-FAMILY & MEDICA	1	0	1	.00	.00	1.00	.0%
15411 51996 WORKERS COMP WAGE B	1	0	1	.00	.00	1.00	.0%
TOTAL PERSONAL SERVICES	577,460	-12,101	565,359	355,882.72	.00	209,476.28	62.9%

2 EXPENSES

15412 52100 ENERGY-GAS/OIL/ELEC	64,885	0	64,885	46,340.02	18,544.98	.00	100.0%
15412 52300 WATER & SEWER	2,000	0	2,000	2,210.54	-210.54	.00	100.0%
15412 52400 R & M - EQUIPMENT	1,700	-1,070	630	.00	.00	630.00	.0%
15412 52500 R & M - BLDGS. & GR	4,900	1,320	6,220	39,470.00	-33,250.00	.00	100.0%
15412 53010 PROFESSIONAL SERVIC	7,700	0	7,700	6,840.00	435.00	425.00	94.5%
15412 53190 EDUCATION & TRAININ	275	0	275	.00	.00	275.00	.0%
15412 54200 OFFICE & PROF. SUPP	1,050	-250	800	636.15	163.85	.00	100.0%
15412 54220 SUPPLIES - OTHER	5,500	0	5,500	3,325.28	2,174.72	.00	100.0%
15412 54800 MOTOR VEHICLE FUEL	6,000	0	6,000	5,828.09	-328.09	500.00	91.7%
15412 57009 CLOTHING EXPENSE	750	0	750	.00	.00	750.00	.0%
15412 57100 IN-STATE TRAVEL	100	0	100	.00	.00	100.00	.0%
TOTAL EXPENSES	94,860	0	94,860	104,650.08	-12,470.08	2,680.00	97.2%
TOTAL COUNCIL ON AGING	672,320	-12,101	660,219	460,532.80	-12,470.08	212,156.28	67.9%

5430 VETERANS SERVICES

1 PERSONAL SERVICES

15431 51101 PAY-COMMISSIONER	69,728	687	70,415	47,510.93	.00	22,904.07	67.5%
15431 51105 PAY- NATIONAL SERVI	54,899	4,025	58,924	39,714.22	.00	19,209.78	67.4%
15431 51400 PAY-LONGEVITY	800	0	800	800.00	.00	.00	100.0%

REVENUE, EXPENSES & FUND BALANCE

FOR 2026 12									
ACCOUNTS FOR:	GENERAL FUND	ORIGINAL APPROP	TRANFRS/ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED	
15431 51500	PAY-VACATION BUYBAC	1	0	1	.00	.00	1.00	.0%	
15431 51510	PAY-SICK LEAVE BUYB	1	0	1	.00	.00	1.00	.0%	
15431 51530	PAY-FAMILY & MEDICA	1	0	1	.00	.00	1.00	.0%	
15431 51996	WORKERS COMP WAGE B	1	0	1	.00	.00	1.00	.0%	
TOTAL PERSONAL SERVICES		125,431	4,712	130,143	88,025.15	.00	42,117.85	67.6%	
2 EXPENSES									
15432 53010	PROFESSIONAL SERVIC	5,000	0	5,000	.00	.00	5,000.00	.0%	
15432 53190	EDUCATION & TRAININ	1,500	5,000	6,500	.00	.00	6,500.00	.0%	
15432 54200	OFFICE & PROF. SUPP	2,000	0	2,000	541.42	-85.25	1,543.83	22.8%	
15432 57100	IN-STATE TRAVEL	1,000	0	1,000	39.76	.00	960.24	4.0%	
15432 57300	DUES & SUBSCRIPTION	1,000	0	1,000	105.00	1,347.00	-452.00	145.2%	
15432 57600	VETERANS PATRIOTIC	2,000	0	2,000	6,888.13	-6,233.00	1,344.87	32.8%	
15432 57700	VET. BENEFITS - DIR	240,000	-5,000	235,000	98,158.51	.00	136,841.49	41.8%	
TOTAL EXPENSES		252,500	0	252,500	105,732.82	-4,971.25	151,738.43	39.9%	
TOTAL VETERANS SERVICES		377,931	4,712	382,643	193,757.97	-4,971.25	193,856.28	49.3%	
5450 COMMISSION ON DISABILITIES									
2 EXPENSES									
15452 53010	PROFESSIONAL SERVIC	14,000	0	14,000	.00	.00	14,000.00	.0%	
15452 54220	SUPPLIES & EQUIPMEN	22,000	0	22,000	216.64	.00	21,783.36	1.0%	
TOTAL EXPENSES		36,000	0	36,000	216.64	.00	35,783.36	.6%	
TOTAL COMMISSION ON DISABILITIES		36,000	0	36,000	216.64	.00	35,783.36	.6%	
6100 PUBLIC LIBRARY									
1 PERSONAL SERVICES									
16101 51101	PAY-DIRECTOR	70,745	0	70,745	48,323.48	.00	22,421.52	68.3%	

REVENUE, EXPENSES & FUND BALANCE

FOR 2026 12

ACCOUNTS FOR: 0010	GENERAL FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
16101 51102	PAY-REFERENCE LIB.	107,131	-107,131	0	.00	.00	.00	.0%
16101 51103	PAY-REFERENCE LIBRA	131,282	-131,282	0	.00	.00	.00	.0%
16101 51104	PAY-CHILDREN'S LIBR	136,330	-136,330	0	.00	.00	.00	.0%
16101 51105	PAY-CATALOGUER	40,286	-40,268	18	.00	.00	18.00	.0%
16101 51108	PAY-CUSTODIAN	63,631	-63,631	0	.00	.00	.00	.0%
16101 51112	PAY-FINANCIAL MANAG	48,868	0	48,868	32,578.31	.00	16,289.69	66.7%
16101 51113	PAY-ASSISTANT DIREC	53,154	0	53,154	27,289.86	.00	25,864.14	51.3%
16101 51114	PAY-COMPUTER COORDI	79,535	-79,535	0	.00	.00	.00	.0%
16101 51115	PAY-COLLECTION DEV	44,084	-44,084	0	.00	.00	.00	.0%
16101 51116	PAY-REFERENCE LIBRA	0	61,245	61,245	37,523.13	.00	23,721.87	61.3%
16101 51117	PAY-REFERENCE LIBRA	0	45,886	45,886	30,176.70	.00	15,709.30	65.8%
16101 51118	PAY-REFERENCE LIBRA	0	75,360	75,360	31,624.81	.00	43,735.30	42.0%
16101 51119	PAY-REFERENCE LIBRA	0	10,864	10,864	10,863.89	.00	.00	100.0%
16101 51120	PAY-SR REFERENCE LI	0	45,000	45,000	29,466.61	.00	15,533.39	65.5%
16101 51121	PAY-CHILDREN'S LIBR	0	88,282	88,282	58,666.69	.00	29,615.31	66.5%
16101 51122	PAY-SR CHILDREN'S L	0	48,069	48,069	32,042.39	.00	16,026.61	66.7%
16101 51123	PAY-CATALOGUER	0	40,286	40,286	26,857.07	.00	13,428.93	66.7%
16101 51132	PAY-CUSTODIAN	0	30,146	30,146	20,094.33	.00	10,051.67	66.7%
16101 51133	PAY-SR CUSTODIAN	0	33,489	33,489	22,326.91	.00	11,162.09	66.7%
16101 51134	PAY-COMPUTER COORDI	0	79,548	79,548	52,852.74	.00	26,695.26	66.4%
16101 51135	PAY-COLLECTION DEV	0	44,086	44,086	29,389.22	.00	14,696.78	66.7%
16101 51400	PAY-LONGEVITY	4,800	2,450	7,250	4,375.00	.00	2,875.00	60.3%
16101 51500	PAY-VACATION BUYBAC	1	0	1	3,562.41	.00	-3,561.41	*****%
16101 51510	PAY-SICK LEAVE BUYB	1	0	1	5,000.00	.00	-4,999.00	*****%
16101 51530	PAY-FAMILY & MEDICA	1	0	1	517.23	.00	-516.23	*****%
16101 51996	WORKERS COMP WAGE B	1	0	1	.00	.00	1.00	.0%
TOTAL PERSONAL SERVICES		779,850	2,450	782,300	503,530.78	.00	278,769.22	64.4%

2 EXPENSES

16102 52100	ENERGY-GAS/OIL/ELEC	45,000	0	45,000	44,651.83	348.17	.00	100.0%
16102 54221	LIBRARY BOOKS	15,000	0	15,000	15,000.00	.00	.00	100.0%
TOTAL EXPENSES		60,000	0	60,000	59,651.83	348.17	.00	100.0%
TOTAL PUBLIC LIBRARY		839,850	2,450	842,300	563,182.61	348.17	278,769.22	66.9%

6300 RECREATION

1 PERSONAL SERVICES

16301 51101	PAY-RECREATION DIRE	85,820	-2,500	83,320	55,546.19	.00	27,773.81	66.7%
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REVENUE, EXPENSES & FUND BALANCE

FOR 2026 12

ACCOUNTS FOR: 0010 GENERAL FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
16301 51103 PAY-RECREATION COOR	59,166	-862	58,304	38,869.21	.00	19,434.79	66.7%
16301 51125 PAY-ADMINISTRATIVE	47,996	-3,695	44,301	27,712.09	.00	16,588.91	62.6%
16301 51240 PAY - TEMPORARY/SEA	110,000	0	110,000	89,704.60	.00	20,295.40	81.5%
16301 51400 PAY-LONGEVITY	800	0	800	800.00	.00	.00	100.0%
16301 51500 PAY-VACATION BUYBAC	1	0	1	.00	.00	1.00	.0%
16301 51510 PAY-SICK LEAVE BUYB	1	0	1	.00	.00	1.00	.0%
16301 51530 PAY-FAMILY & MEDICA	1	0	1	.00	.00	1.00	.0%
16301 51996 WORKERS COMP WAGE B	1	0	1	.00	.00	1.00	.0%
TOTAL PERSONAL SERVICES	303,786	-7,057	296,729	212,632.09	.00	84,096.91	71.7%

2 EXPENSES

16302 52420 R & M - RECREATION	3,000	0	3,000	.00	2,414.69	585.31	80.5%
16302 52701 EVENTS STAGING	8,000	0	8,000	5,250.00	.00	2,750.00	65.6%
16302 53010 OTHER CONTRACTED SE	1,000	0	1,000	.00	.00	1,000.00	.0%
16302 53030 PRINT/BIND/MICROFIL	500	0	500	.00	470.00	30.00	94.0%
16302 53161 SPEC.EVENT-SENIOR F	4,500	0	4,500	4,500.00	.00	.00	100.0%
16302 53164 SPORTS LEAGUES COST	8,000	0	8,000	5,994.00	.00	2,006.00	74.9%
16302 53166 RECREATIONAL PROGRA	26,000	0	26,000	15,622.95	1,927.29	8,449.76	67.5%
16302 53190 EDUCATION & TRAININ	500	0	500	.00	.00	500.00	.0%
16302 53430 ADVERTISING	500	0	500	329.60	.00	170.40	65.9%
16302 54200 OFFICE & PROF. SUPP	250	0	250	187.11	62.89	.00	100.0%
16302 54220 SUPPLIES - OTHER	3,000	0	3,000	2,216.68	.00	783.32	73.9%
16302 57100 IN-STATE TRAVEL	750	0	750	537.60	.00	212.40	71.7%
16302 57300 DUES & SUBSCRIPTION	300	0	300	195.00	.00	105.00	65.0%
TOTAL EXPENSES	56,300	0	56,300	34,832.94	4,874.87	16,592.19	70.5%
TOTAL RECREATION	360,086	-7,057	353,029	247,465.03	4,874.87	100,689.10	71.5%

6500 PARKS

1 PERSONAL SERVICES

16501 51106 PAY-HEAVY MOTOR EQU	53,389	0	53,389	33,923.04	.00	19,465.96	63.5%
16501 51109 PAY-PARKS MAINTENAN	357,130	-5,028	352,102	150,416.86	.00	201,684.85	42.7%
16501 51110 PAY-PARKS MAINT.CRA	50,430	0	50,430	28,292.32	.00	22,137.68	56.1%
16501 51300 PAY-OVERTIME	10,000	0	10,000	4,782.99	.00	5,217.01	47.8%

REVENUE, EXPENSES & FUND BALANCE

FOR 2026 12			ORIGINAL	TRANFRS/	REVISED		AVAILABLE	PCT	
ACCOUNTS FOR:	GENERAL FUND		APPROP	ADJSTMTS	BUDGET	YTD EXPENDED	ENCUMBRANCES	BUDGET	USED
16501 51400	PAY-LONGEVITY		4,325	0	4,325	3,350.00	.00	975.00	77.5%
16501 51500	PAY-VACATION BUYBAC		1	0	1	.00	.00	1.00	.0%
16501 51510	PAY-SICK LEAVE BUYB		1	0	1	.00	.00	1.00	.0%
16501 51530	PAY-FAMILY & MEDICA		1	3,833	3,834	3,833.17	.00	1.00	100.0%
16501 51830	PAY-CLOTHING ALLOWA		2,750	0	2,750	1,800.00	.00	950.00	65.5%
16501 51996	WORKERS COMP WAGE B		1	1,195	1,196	7,592.41	.00	-6,396.29	634.8%
TOTAL PERSONAL SERVICES			478,028	0	478,028	233,990.79	.00	244,037.21	48.9%

2 EXPENSES

16502 52100	ENERGY-GAS/OIL/ELEC		31,284	0	31,284	27,489.26	-742.80	4,537.54	85.5%
16502 52300	WATER & SEWER		48,900	0	48,900	67,530.51	.00	-18,630.51	138.1%
16502 52410	R & M - VEHICLES		18,360	0	18,360	5,779.64	1,888.02	10,692.34	41.8%
16502 52420	R & M - OTHER		15,300	0	15,300	10,134.16	-640.46	5,806.30	62.1%
16502 52500	R & M - FIELDS		63,750	0	63,750	19,688.10	-11,821.65	55,883.55	12.3%
16502 52518	R&M POOLS		10,200	0	10,200	14,784.04	-5,491.83	907.79	91.1%
16502 53010	CONTRACT SERVICES		85,000	0	85,000	13,270.00	-13,270.00	85,000.00	.0%
16502 54220	SUPPLIES - OTHER		4,080	0	4,080	1,822.60	-982.60	3,240.00	20.6%
16502 54800	MOTOR VEHICLE FUEL		0	0	0	5,566.18	.00	-5,566.18	100.0%
16502 55830	CLOTHING CONTRACT		2,295	0	2,295	218.87	-218.87	2,295.00	.0%
TOTAL EXPENSES			279,169	0	279,169	166,283.36	-31,280.19	144,165.83	48.4%
TOTAL PARKS			757,197	0	757,197	400,274.15	-31,280.19	388,203.04	48.7%

6910 MUSEUMS & MONUMENTS

1 PERSONAL SERVICES

16911 51101	PAY-DIRECTOR		75,302	-1,097	74,205	49,469.80	.00	24,735.20	66.7%
16911 51103	PAY-CITY HISTORIAN		59,166	-862	58,304	40,209.57	.00	18,094.43	69.0%
16911 51104	PAY-ENTERPRISE COOR		39,391	0	39,391	26,272.26	.00	13,118.74	66.7%
16911 51106	PAY-OFFICE ASSISTAN		35,097	0	35,097	23,385.60	.00	11,711.40	66.6%
16911 51400	PAY-LONGEVITY		900	0	900	.00	.00	900.00	.0%
16911 51500	PAY-VACATION BUYBAC		1	0	1	1,855.82	.00	-1,854.82*****	
16911 51510	PAY-SICK LEAVE BUYB		1	0	1	.00	.00	1.00	.0%
16911 51530	PAY-FAMILY & MEDICA		1	0	1	.00	.00	1.00	.0%
16911 51996	WORKERS COMP WAGE B		1	0	1	.00	.00	1.00	.0%

REVENUE, EXPENSES & FUND BALANCE

FOR 2026 12									
ACCOUNTS FOR:	GENERAL FUND	ORIGINAL APPROP	TRANFRS/ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED	
TOTAL PERSONAL SERVICES		209,860	-1,959	207,901	141,193.05	.00	66,707.95	67.9%	
2 EXPENSES									
16912 52100	ENERGY-GAS/OIL/ELEC	27,270	0	27,270	18,998.28	8,271.72	.00	100.0%	
16912 52300	WATER & SEWER	3,000	0	3,000	2,411.46	588.54	.00	100.0%	
16912 52420	R & M - OTHER	20,000	0	20,000	17,371.12	-3,719.62	6,348.50	68.3%	
16912 53009	CONTRACTED SERVICES	5,000	0	5,000	2,667.64	432.36	1,900.00	62.0%	
16912 53030	PRINT/BIND/MICROFIL	700	0	700	617.51	.00	82.49	88.2%	
16912 53190	EDUCATION & TRAININ	1,000	0	1,000	.00	.00	1,000.00	.0%	
16912 53430	ADVERTISING	1,000	-500	500	.00	150.00	350.00	30.0%	
16912 54200	OFFICE & PROF. SUPP	800	0	800	318.51	.00	481.49	39.8%	
16912 54220	SUPPLIES - OTHER	800	0	800	426.12	.00	373.88	53.3%	
16912 57100	IN-STATE TRAVEL	250	0	250	.00	.00	250.00	.0%	
16912 57300	DUES & SUBSCRIPTION	1,000	0	1,000	.00	.00	1,000.00	.0%	
16912 57400	INSURANCE	3,902	500	4,402	4,402.00	.00	.00	100.0%	
TOTAL EXPENSES		64,722	0	64,722	47,212.64	5,723.00	11,786.36	81.8%	
TOTAL MUSEUMS & MONUMENTS		274,582	-1,959	272,623	188,405.69	5,723.00	78,494.31	71.2%	
6930 WAR MEMORIAL COMMISSION									
1 PERSONAL SERVICES									
16931 51101	PAY-SR. BUILDING CU	46,271	0	46,271	30,846.72	.00	15,424.28	66.7%	
16931 51102	PAY-BUILDING CUSTOD	45,205	-5,000	40,205	8,014.09	.00	32,190.91	19.9%	
16931 51300	PAY-OVERTIME	0	0	0	5,178.41	.00	-5,178.41	100.0%	
16931 51400	PAY-LONGEVITY	800	400	1,200	800.00	.00	400.00	66.7%	
16931 51510	PAY-SICK LEAVE BUYB	1	0	1	.00	.00	1.00	.0%	
16931 51530	PAY-FAMILY & MEDICA	1	0	1	2,887.28	.00	-2,886.28	*****%	
16931 51830	CLOTHING ALLOWANCE	350	0	350	350.00	.00	.00	100.0%	
16931 51996	WORKERS COMP WAGE B	1	0	1	.00	.00	1.00	.0%	
TOTAL PERSONAL SERVICES		92,629	-4,600	88,029	48,076.50	.00	39,952.50	54.6%	
2 EXPENSES									
16932 52100	ENERGY-GAS/OIL/ELEC	31,189	0	31,189	43.66	.00	31,145.34	.1%	

REVENUE, EXPENSES & FUND BALANCE

FOR 2026 12								
ACCOUNTS FOR:	ORIGINAL	TRANFRS/	REVISED				AVAILABLE	PCT
0010 GENERAL FUND	APPROP	ADJSTMTS	BUDGET	YTD EXPENDED	ENCUMBRANCES	BUDGET	USED	
16932 52300 WATER & SEWER	502	0	502	1,363.35	-714.01	-147.34	129.4%	
16932 52500 R & M - BLDGS. & GR	14,500	7,603	22,103	16,986.45	5,012.22	104.33	99.5%	
TOTAL EXPENSES	46,191	7,603	53,794	18,393.46	4,298.21	31,102.33	42.2%	
3 CAPITAL OUTLAY								
16933 58001 CAP.OUT.-BLDG.IMPRO	0	0	0	2,360.00	-2,360.00	.00	.0%	
TOTAL CAPITAL OUTLAY	0	0	0	2,360.00	-2,360.00	.00	.0%	
TOTAL WAR MEMORIAL COMMISSION	138,820	3,003	141,823	68,829.96	1,938.21	71,054.83	49.9%	
6940 EXHIBIT HALL COMMISSION								
2 EXPENSES								
16942 52100 ENERGY-GAS/OIL/ELEC	45,000	0	45,000	76,813.87	-3,554.95	-28,258.92	162.8%	
16942 52300 WATER & SEWER	470	0	470	322.30	-98.44	246.14	47.6%	
16942 52500 R & M - BLDGS. & GR	15,000	0	15,000	5,703.77	-346.70	9,642.93	35.7%	
TOTAL EXPENSES	60,470	0	60,470	82,839.94	-4,000.09	-18,369.85	130.4%	
TOTAL EXHIBIT HALL COMMISSION	60,470	0	60,470	82,839.94	-4,000.09	-18,369.85	130.4%	
7100 LONG TERM DEBT SERVICE								
4 DEBT SERVICE								
17104 59137 PRINC.-LT DEBT-PUBL	665,000	0	665,000	380,000.00	.00	285,000.00	57.1%	
17104 59138 PRINC.-LT DEBT-CITY	2,600,000	0	2,600,000	2,020,000.00	.00	580,000.00	77.7%	
17104 59160 PRINCIPAL-WATER	0	0	0	313,171.62	.00	-313,171.62	100.0%	
17104 59237 INT.-LT DEBT-PUBLIC	183,006	0	183,006	95,803.00	.00	87,203.00	52.3%	
17104 59238 INT.-LT DEBT-CITY	660,744	0	660,744	349,760.00	.00	310,984.00	52.9%	
17104 59260 INTEREST-WATER	0	0	0	94,466.72	.00	-94,466.72	100.0%	
TOTAL DEBT SERVICE	4,108,750	0	4,108,750	3,253,201.34	.00	855,548.66	79.2%	
TOTAL LONG TERM DEBT SERVICE	4,108,750	0	4,108,750	3,253,201.34	.00	855,548.66	79.2%	

REVENUE, EXPENSES & FUND BALANCE

FOR 2026 12								
ACCOUNTS FOR:	ORIGINAL	TRANFRS/	REVISED				AVAILABLE	PCT
0010 GENERAL FUND	APPROP	ADJSTMTS	BUDGET	YTD EXPENDED	ENCUMBRANCES	BUDGET	USED	
7520 SHORT TERM DEBT SERVICE								
4 DEBT SERVICE								
17524 59290 INTEREST-SHORT TERM	100,000	0	100,000	.00	.00	100,000.00	.0%	
TOTAL DEBT SERVICE	100,000	0	100,000	.00	.00	100,000.00	.0%	
TOTAL SHORT TERM DEBT SERVICE	100,000	0	100,000	.00	.00	100,000.00	.0%	
8200 STATE/COUNTY ASSESSMENTS								
2 EXPENSES								
18202 56350 STATE-RET.TEACH.HEA	4,442,229	0	4,442,229	2,591,302.00	.00	1,850,927.00	58.3%	
18202 56360 STATE-AIR POLLUTION	9,345	0	9,345	5,453.00	.00	3,892.00	58.4%	
18202 56370 STATE-RMV NON-RENEW	78,780	0	78,780	45,955.00	.00	32,825.00	58.3%	
18202 56400 STATE-REGION.TRANSI	1,134,865	0	1,134,865	661,556.00	.00	473,309.00	58.3%	
18202 56510 STATE-SPECIAL EDUCA	56,472	0	56,472	32,942.00	.00	23,530.00	58.3%	
18202 56511 STATE-SCHOOL CHOICE	3,304,436	400,358	3,704,794	2,225,565.00	.00	1,479,229.00	60.1%	
18202 56513 STATE-CHARTER SCHOO	14,858,299	-346,670	14,511,629	8,105,161.00	.00	6,406,468.00	55.9%	
18202 56514 STATE-CHARTER SCHOO	0	0	0	336,000.00	.00	-336,000.00	100.0%	
TOTAL EXPENSES	23,884,426	53,688	23,938,114	14,003,934.00	.00	9,934,180.00	58.5%	
TOTAL STATE/COUNTY ASSESSMENTS	23,884,426	53,688	23,938,114	14,003,934.00	.00	9,934,180.00	58.5%	
9110 OTHER-RETIREMENT CONTRIB.								
1 PERSONAL SERVICES								
19111 51999 RETIREMENT CONTRIBU	13,147,588	0	13,147,588	8,765,058.64	.00	4,382,529.36	66.7%	
TOTAL PERSONAL SERVICES	13,147,588	0	13,147,588	8,765,058.64	.00	4,382,529.36	66.7%	
TOTAL OTHER-RETIREMENT CONTRIB.	13,147,588	0	13,147,588	8,765,058.64	.00	4,382,529.36	66.7%	

REVENUE, EXPENSES & FUND BALANCE

FOR 2026 12									
ACCOUNTS FOR:	ORIGINAL	TRANFRS/	REVISED				AVAILABLE	PCT	
0010 GENERAL FUND	APPROP	ADJSTMTS	BUDGET	YTD	EXPENDED	ENCUMBRANCES	BUDGET	USED	
9120 OTHER-WORKERS COMP.									
1 PERSONAL SERVICES									
19121 51996 WORKERS COMP WAGE B	100,000	-50,000	50,000	33,000.03		11,000.01	5,999.96	88.0%	
19121 51997 WORKERS COMP MEDICA	100,000	0	100,000	70,666.13		.00	29,333.87	70.7%	
19121 51999 WORKERS COMPENSATIO	0	-25,000	-25,000	.00		.00	-25,000.00	.0%	
TOTAL PERSONAL SERVICES	200,000	-75,000	125,000	103,666.16		11,000.01	10,333.83	91.7%	
TOTAL OTHER-WORKERS COMP.	200,000	-75,000	125,000	103,666.16		11,000.01	10,333.83	91.7%	
9130 OTHER-UNEMPLOYMENT COMP.									
1 PERSONAL SERVICES									
19131 51999 UNEMPLOYMENT COMPEN	50,000	68,250	118,250	114,347.19		1,399.75	2,503.06	97.9%	
TOTAL PERSONAL SERVICES	50,000	68,250	118,250	114,347.19		1,399.75	2,503.06	97.9%	
TOTAL OTHER-UNEMPLOYMENT COMP.	50,000	68,250	118,250	114,347.19		1,399.75	2,503.06	97.9%	
9150 OTHER-LIFE INSURANCE									
1 PERSONAL SERVICES									
19151 51999 LIFE INSURANCE	70,000	0	70,000	44,985.58		.00	25,014.42	64.3%	
TOTAL PERSONAL SERVICES	70,000	0	70,000	44,985.58		.00	25,014.42	64.3%	
TOTAL OTHER-LIFE INSURANCE	70,000	0	70,000	44,985.58		.00	25,014.42	64.3%	
9160 OTHER-F.I.C.A.-M.									
1 PERSONAL SERVICES									
19161 51999 F.I.C.A.-MEDICARE	1,600,000	-50,000	1,550,000	996,153.53		.00	553,846.47	64.3%	

REVENUE, EXPENSES & FUND BALANCE

FOR 2026 12									
ACCOUNTS FOR:	ORIGINAL	TRANFRS/	REVISED				AVAILABLE	PCT	
0010 GENERAL FUND	APPROP	ADJSTMTS	BUDGET	YTD EXPENDED	ENCUMBRANCES	BUDGET	USED		
TOTAL PERSONAL SERVICES	1,600,000	-50,000	1,550,000	996,153.53	.00	553,846.47	64.3%		
TOTAL OTHER-F.I.C.A.-M.	1,600,000	-50,000	1,550,000	996,153.53	.00	553,846.47	64.3%		
9200 OTHER-TRAVEL									
2 EXPENSES									
19202 57200 OUT-OF-STATE TRAVEL	3,000	0	3,000	1,968.92	.00	1,031.08	65.6%		
TOTAL EXPENSES	3,000	0	3,000	1,968.92	.00	1,031.08	65.6%		
TOTAL OTHER-TRAVEL	3,000	0	3,000	1,968.92	.00	1,031.08	65.6%		
9400 OTHER-PROP./LIAB. INSUR.									
2 EXPENSES									
19402 57400 CITY PROP/LIAB INSU	941,820	0	941,820	933,278.12	.00	8,541.88	99.1%		
19402 57407 CYBERSECURITY INSUR	15,000	-15,000	0	.00	.00	.00	.0%		
19402 57408 SHORT TERM DISABILI	48,000	0	48,000	34,047.18	-3,356.32	17,309.14	63.9%		
TOTAL EXPENSES	1,004,820	-15,000	989,820	967,325.30	-3,356.32	25,851.02	97.4%		
TOTAL OTHER-PROP./LIAB. INSUR.	1,004,820	-15,000	989,820	967,325.30	-3,356.32	25,851.02	97.4%		
9410 OTHER-LEGAL CLAIMS/JUDG'T									
2 EXPENSES									
19412 57630 CLAIMS - GENERAL	75,000	135,000	210,000	201,617.20	.00	8,382.80	96.0%		
19412 57640 MED.CLAIMS-P & F	250,000	0	250,000	110,297.05	.00	139,702.95	44.1%		
TOTAL EXPENSES	325,000	135,000	460,000	311,914.25	.00	148,085.75	67.8%		
TOTAL OTHER-LEGAL CLAIMS/JUDG'T	325,000	135,000	460,000	311,914.25	.00	148,085.75	67.8%		

REVENUE, EXPENSES & FUND BALANCE

FOR 2026 12									
ACCOUNTS FOR:	ORIGINAL	TRANFRS/	REVISED				AVAILABLE	PCT	
0010 GENERAL FUND	APPROP	ADJSTMTS	BUDGET	YTD	EXPENDED	ENCUMBRANCES	BUDGET	USED	
9420 INCOME REPLACEMENT BUYBACKS									
1 PERSONAL SERVICES									
19421 51950 IRP LEAVE TIME BUYB	103,000	0	103,000	108,003.61		.00	-5,003.61	104.9%	
TOTAL PERSONAL SERVICES	103,000	0	103,000	108,003.61		.00	-5,003.61	104.9%	
TOTAL INCOME REPLACEMENT BUYBACKS	103,000	0	103,000	108,003.61		.00	-5,003.61	104.9%	
9440 CANNABIS IMPACT									
2 EXPENSES									
19442 53005 OPED LEGAL SERVICES	0	0	0	6,623.23		-6,623.23	.00	.0%	
19442 53006 OPED MUN. SUPPORT M	0	0	0	3,200.00		-3,200.00	.00	.0%	
19442 53018 OPED MARKETING	0	0	0	6,250.00		-6,250.00	.00	.0%	
TOTAL EXPENSES	0	0	0	16,073.23		-16,073.23	.00	.0%	
3 CAPITAL OUTLAY									
19443 58002 DPW RACE STREET IMP	0	0	0	12,699.00		-12,699.00	.00	.0%	
TOTAL CAPITAL OUTLAY	0	0	0	12,699.00		-12,699.00	.00	.0%	
TOTAL CANNABIS IMPACT	0	0	0	28,772.23		-28,772.23	.00	.0%	
TOTAL GENERAL FUND	203,992,567	-58,256	203,934,311	127,128,682.95		-3,935,844.41	80,741,472.46	60.4%	
TOTAL EXPENSES	203,992,567	-58,256	203,934,311	127,128,682.95		-3,935,844.41	80,741,472.46		

REVENUE, EXPENSES & FUND BALANCE

FOR 2026 12								
	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED	
GRAND TOTAL	203,992,567	-58,256	203,934,311	127,128,682.95	-3,935,844.41	80,741,472.46	60.4%	

** END OF REPORT - Generated by Sharon Bittner-Willis **

REVENUE, EXPENSES & FUND BALANCE

REPORT OPTIONS

Sequence	Field #	Total	Page Break
Sequence 1	1	Y	Y
Sequence 2	3	Y	N
Sequence 3	4	Y	N
Sequence 4	0	N	N

Report title:
REVENUE, EXPENSES & FUND BALANCE

Includes accounts exceeding 0% of budget.
 Print totals only: N
 Print Full or Short description: F
 Print full GL account: N
 Format type: 1
 Double space: N
 Suppress zero bal accts: Y
 Include requisition amount: N
 Print Revenues-Version headings: N
 Print revenue as credit: Y
 Print revenue budgets as zero: N
 Include Fund Balance: N
 Print journal detail: N
 From Yr/Per: 2022/ 1
 To Yr/Per: 2026/13
 Include budget entries: Y
 Incl encumb/liq entries: Y
 Sort by JE # or PO #: J
 Detail format option: 1
 Include additional JE comments: N
 Multiyear view: F
 Amounts/totals exceed 999 million dollars: N

Year/Period: 2026/12
 Print MTD Version: N
 Roll projects to object: N
 Carry forward code: 1

Field Name	Field value
Fund	0010
FUNCTION	
DEPARTMENT	
ACTIVITY	
Character Code	
Org	
Object	
Account type	Expense
Account status	
Rollup Code	

REVENUE, EXPENSES & FUND BALANCE

FOR 2026 12									
ACCOUNTS FOR:	ORIGINAL	TRANFRS/	REVISED			ENCUMBRANCES	AVAILABLE	PCT	
6000 SEWER ENTERPRISE	APPROP	ADJSTMTS	BUDGET	YTD	EXPENDED		BUDGET	USED	
4400 SEWER ADMINISTRATION									
1 PERSONAL SERVICES									
60401 51105 PAY-PRICIPAL CLERK/	118,992	0	118,992	69,368.71		.00	49,623.29	58.3%	
60401 51300 PAY-OVERTIME	5,000	0	5,000	920.81		.00	4,079.19	18.4%	
60401 51400 PAY-LONGEVITY	1,250	0	1,250	.00		.00	1,250.00	.0%	
60401 51500 PAY-VACATION BUYBAC	1	0	1	.00		.00	1.00	.0%	
60401 51510 PAY-SICK LEAVE BUYB	1	0	1	.00		.00	1.00	.0%	
60401 51530 PAY-FAMILY & MEDICA	1	0	1	.00		.00	1.00	.0%	
60401 51830 PAY-CLOTHING ALLOWA	650	0	650	650.00		.00	.00	100.0%	
60401 51996 WORKERS COMP WAGE B	1	0	1	.00		.00	1.00	.0%	
60401 51999 RETIREMENT & BENEFI	56,803	0	56,803	6,661.93		.00	50,141.07	11.7%	
TOTAL PERSONAL SERVICES	182,699	0	182,699	77,601.45		.00	105,097.55	42.5%	
2 EXPENSES									
60402 52113 ENERGY-GENERAL UTIL	0	530,000	530,000	205,212.73		159,787.27	165,000.00	68.9%	
60402 52420 R & M - SEWERS	0	0	0	45,513.85		-45,513.85	.00	.0%	
60402 52708 LEASE-CENTRIFUGE	0	150,000	150,000	62,500.00		50,000.00	37,500.00	75.0%	
60402 53005 LEGAL SERVICES	0	0	0	28,679.61		-28,679.61	.00	.0%	
60402 53010 PROF. SERVICES - AU	18,000	0	18,000	9,000.00		-9,000.00	18,000.00	.0%	
60402 53011 PROF.SERVICES-OTHER	0	50,000	50,000	107,287.64		-55,287.64	-2,000.00	104.0%	
60402 53012 MANAGEMENT SERVICE	9,000,000	-2,125,000	6,875,000	6,651,774.81		826,144.99	-602,919.80	108.8%	
60402 53100 SEWER CHG.-WHITNEY	0	30,000	30,000	21,803.63		-11,101.42	19,297.79	35.7%	
60402 53101 USER CHARGE ADMIN.	0	126,000	126,000	121,890.09		.00	4,109.91	96.7%	
60402 53106 SHUT OFF PROGRAM	0	21,000	21,000	.00		.00	21,000.00	.0%	
60402 54200 OFFICE & PROF. SUPP	0	0	0	600.04		-244.21	-355.83	100.0%	
60402 57815 PAYMENTS IN LIEU OF	0	100,000	100,000	.00		.00	100,000.00	.0%	
TOTAL EXPENSES	9,018,000	-1,118,000	7,900,000	7,254,262.40		886,105.53	-240,367.93	103.0%	
4 DEBT SERVICE									
60404 59139 PRINCIPAL - LT DEBT	1,394,791	0	1,394,791	455,000.00		.00	939,791.00	32.6%	
60404 59239 INTEREST - LT DEBT	358,909	0	358,909	24,556.00		.00	334,353.00	6.8%	

REVENUE, EXPENSES & FUND BALANCE

FOR 2026 12

ACCOUNTS FOR: 6000 SEWER ENTERPRISE	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
TOTAL DEBT SERVICE	1,753,700	0	1,753,700	479,556.00	.00	1,274,144.00	27.3%
TOTAL SEWER ADMINISTRATION	10,954,399	-1,118,000	9,836,399	7,811,419.85	886,105.53	1,138,873.62	88.4%
9440 CANNABIS IMPACT							
2 EXPENSES							
69442 53007 INTEGRATED PLAN- CO	0	0	0	17,154.28	-17,154.28	.00	.0%
TOTAL EXPENSES	0	0	0	17,154.28	-17,154.28	.00	.0%
TOTAL CANNABIS IMPACT	0	0	0	17,154.28	-17,154.28	.00	.0%
TOTAL SEWER ENTERPRISE	10,954,399	-1,118,000	9,836,399	7,828,574.13	868,951.25	1,138,873.62	88.4%
TOTAL EXPENSES	10,954,399	-1,118,000	9,836,399	7,828,574.13	868,951.25	1,138,873.62	

REVENUE, EXPENSES & FUND BALANCE

FOR 2026 12								
	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED	
GRAND TOTAL	10,954,399	-1,118,000	9,836,399	7,828,574.13	868,951.25	1,138,873.62	88.4%	

** END OF REPORT - Generated by Sharon Bittner-Willis **

REVENUE, EXPENSES & FUND BALANCE

REPORT OPTIONS

Sequence	Field #	Total	Page Break
Sequence 1	1	Y	Y
Sequence 2	3	Y	N
Sequence 3	4	Y	N
Sequence 4	0	N	N

Report title:
REVENUE, EXPENSES & FUND BALANCE

Includes accounts exceeding 0% of budget.
 Print totals only: N
 Print Full or Short description: F
 Print full GL account: N
 Format type: 1
 Double space: N
 Suppress zero bal accts: Y
 Include requisition amount: N
 Print Revenues-Version headings: N
 Print revenue as credit: Y
 Print revenue budgets as zero: N
 Include Fund Balance: N
 Print journal detail: N
 From Yr/Per: 2022/ 1
 To Yr/Per: 2026/13
 Include budget entries: Y
 Incl encumb/liq entries: Y
 Sort by JE # or PO #: J
 Detail format option: 1
 Include additional JE comments: N
 Multiyear view: F
 Amounts/totals exceed 999 million dollars: N

Year/Period: 2026/12
 Print MTD Version: N
 Roll projects to object: N
 Carry forward code: 1

Field Name	Field value
Fund	6000
FUNCTION	
DEPARTMENT	
ACTIVITY	
Character Code	
Org	
Object	
Account type	Expense
Account status	
Rollup Code	

IN THE YEAR TWO THOUSAND AND TWENTY-SIX

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

AN ORDINANCE

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

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

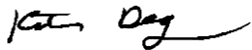
DELETING:

Location	Side	From	To	Type
Dwight Street	West	A point 46.2 North of Linden St	A point 20 feet farther	Handicapped Parking Only

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

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

APPROVED AS TO FORM:



Kathleen Degnan
Assistant City Solicitor

**A RESOLUTION
TO ACQUIRE A PARCEL OF LAND FROM
THE COMMONWEALTH OF MASSACHUSETTS
FOR THE PRESERVATION OF CONSERVATION, RECREATION AND OPEN SPACE**

WHEREAS, the Massachusetts General Laws, Chapter 7C, Chapters 32 and 37, authorizes the Division of Capital Asset Management and Maintenance to dispose of property owned by the Commonwealth of Massachusetts; and

WHEREAS, the Division of Capital Asset Management and Maintenance has offered to transfer a parcel of land owned by the Commonwealth of Massachusetts within the City of Holyoke to the City of Holyoke for no consideration; and

WHEREAS, said parcel of land is identified as a parcel located in the City of Holyoke as shown on a plan entitled, "The Commonwealth of Massachusetts Plan of Land in the City of Holyoke Hampden County showing the location of Land taken by the Department of Public Works for Public Recreational Facilities November 29, 1967 Scale 80 feet to the inch," dated November 29, 1967 and recorded in the Hampden County Registry of Deeds in Plan Book 111-98-B. Such land was acquired by an order of taking recorded in the Hampden County Registry of Deeds in Book 3307, Page 28;

WHEREAS, the City of Holyoke is desirous of acquiring said parcel located within the City of Holyoke for conservation, recreation, and preservation of open space under the protections of Article 97 of the Massachusetts Constitution; and

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

1. That the Mayor be authorized to enter into any agreements and execute any contracts or instruments necessary to effectuate the transfer of the property to the City of Holyoke to be under the control of the City of Holyoke Department of Parks and Recreation.
2. That the Mayor be authorized to take other actions as necessary to carry out the acquisition of the property by the City of Holyoke that are deemed necessary pursuant to any statutes related to or connected with the disposition of the property by the Commonwealth of Massachusetts and the acquisition of the property by the City of Holyoke.
3. That the property will be maintained by the City of Holyoke for the purposes of conservation, recreation, and preservation of open space under the protections of Article 97 of the Massachusetts Constitution.
4. That this resolution will take effect upon its passage.

In City Council _____, 2026

Adopted on a call of the roll yeas and nays.

Yeas _____

Nays _____

Absent _____

Brenna M. Leary, City Clerk

**PRESENTED TO THE MAYOR FOR APPROVAL ON _____, 2026
MAYOR'S OFFICE, HOLYOKE, MA**

Joshua A. Garcia, Mayor

Attest

Former Chmura Pool Parcel - 1.65 Acres



Property Information
Property ID 145-00-092
Location CHMURA DR
Owner MASSACHUSETTS COMMONWEALTH OF



**MAP FOR REFERENCE ONLY
 NOT A LEGAL DOCUMENT**

City of Holyoke, MA makes no claims and no warranties, expressed or implied, concerning the validity or accuracy of the GIS data presented on this map.

Geometry updated 03/07/2022
 Data updated Daily

Print map scale is approximate. Critical layout or measurement activities should not be done using this resource.

City of Holyoke
Request for Appropriation Transfer
Between Classifications

Dept. Name Law Dept

Date 3/11/26


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:

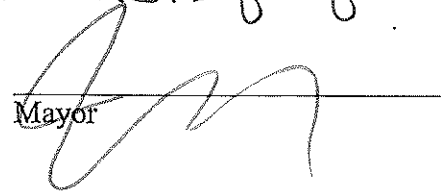
Personal Services _____ Expenses Capital Outlay _____

Account No.		Account Name	\$ Amount	
Organization	Object		From	To
11511	51103	PT ASST. Solicitor (Tasheena)	25,911.56	
---	---	---	()	---
19412	57630	solicitor claims	()	25,911.56
---	---	---	()	---
---	---	---	()	---
---	---	---	()	---
---	---	---	()	---
---	---	---	()	---
---	---	---	()	---
---	---	---	()	---
---	---	---	()	---
---	---	---	()	---
---	---	---	()	---

Reason for request:

currently have \$8,000.00 in claims. Have current claims pending & are paying Travelers deductibles from this line for the 420 litigation & the MCAD for former DPW head.


 Head of Department


 Mayor

Form TR-1 (6/92)

funds available for Transfer
Shibuchi 3/10/26

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 / Holyoke Police Department		Department Executive Office of Public Safety and Security	MMARS Code EPS
d/b/a		Contract Manager Name Steven Domings	
Legal Address As entered on Form W-9 or Form W-4 536 Dwight St, Holyoke, MA 01040-5019		Business Mailing Address 35 Braintree Hill Office Park, Suite 302, Braintree, MA 02184	
Contract Manager Name Brian Keenan, Chief of Police		Billing Address if Different	
Phone (413) 322-6900	Fax	Phone (781) 535-0071	Fax (617) 725-0260
Email chiefofpolice@holyokepd.org		Email steve.m.domings@mass.gov	
Vendor Code VC6000192102		MMARS Doc ID(s) SCEPSSFY26PSN22HOLYO	
Vendor Code Address ID e.g. "AD001". AD001		RFR/Procurement or Other ID Number BD-26-1044-EPS11-10440-125505	
Note: The Address ID must be set up for Electronic Funds Transfer (EFT) payments.			
<input checked="" type="checkbox"/> NEW CONTRACT		<input type="checkbox"/> CONTRACT AMENDMENT	
Procurement or Exception Type (Check one option only)		Current Contract End Date <i>PRIOR</i> to Amendment	Amendment Amount Or Enter "No Change"
<input type="checkbox"/> Statewide Contract (OSD or an OSD-designated department.) <input type="checkbox"/> Collective Purchase (Attach OSD approval, scope, and budget.) <input checked="" type="checkbox"/> Department Procurement - Includes all Grants <u>815 CMR 2.00</u> . (Attach Solicitation Notice or RFR, and Response or other procurement supporting documentation.) <input type="checkbox"/> Emergency Contract (Attach justification for emergency, scope, and budget.) <input type="checkbox"/> Contract Employee (Attach Employee Status Form, scope, and budget.) <input type="checkbox"/> Interim Contract with new Contractor (Attach justification for Interim Contract and updated scope/budget.) <input type="checkbox"/> Other Procurement Exception (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope, and budget.)		Amendment Type Check one option only. Attach details of amendment changes. <input type="checkbox"/> Amendment to Date, Scope, or Budget (Attach updated scope and budget.) <input type="checkbox"/> Interim Contract with Current Contractor (Attach justification for Interim Contract and updated scope/budget.) <input type="checkbox"/> Contract Employee (Attach any updates to scope or budget.) <input type="checkbox"/> 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:			
<input checked="" type="checkbox"/> <u>Commonwealth Terms and Conditions</u> <input type="checkbox"/> <u>Commonwealth Terms and Conditions for Human and Social Services</u> <input type="checkbox"/> <u>Commonwealth IT Terms and Conditions</u>			
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 <u>815 CMR 9.00</u> .			
<input type="checkbox"/> 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.) <input checked="" type="checkbox"/> Maximum Obligation Contract. Total maximum obligation for total duration of this contract (or new total if contract is being amended): \$47,149.95			

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.

Project Safe Neighborhood Grant ; "Equipment & Technology: Improve law enforcement capabilities to address specific violent crime issues impacting PSN cities" ; FPSN22GRT ; 8100-4693 ; 15PBJA22GG00771GUNP ; CFDA# 16.609 ; \$47,149.95

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 _____, 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 **06/30/2026**, 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

Signature and date must be captured at time of signature.

Signature	Date
	3/3/2026
Print Name	Print Title
Joshua A. Green	Manager

AUTHORIZING SIGNATURE FOR THE DEPARTMENT

Signature and date must be captured at time of signature.

Signature	Date
Print Name	Print Title
Kevin J. Stanton	Executive Director

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?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Unique Entity Identifier (UEI) number:	G1H4KQZ18HD1
Program Source (federal award #)	15PBJA-22-GG-00771-GUNP

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	03/03/2025 _____ Date
Joshua Garcia _____ Agency official printed name	Mayor _____ Title

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



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 City of Holyoke	Contractor Vendor/Customer Code (if available, not the Taxpayer Identification Number or Social Security Number) VC6000192102
---	--

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 3/3/2026
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.

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

Department / Organization Name: <u>City of Holyoke</u> <small>(Print or Type)</small>
Grant Award Name: <u>PP2022 Project safe neighborhood</u>
Award Number: <u>15PB5A-22-66-00771-GUMP</u>
Assistance Listing Number (ALN): _____

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
- From 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 § 200.514 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 receiving federal funds **MUST** have a 12-character alphanumeric UEI ID. For more information: Visit [SAM.gov | Home](https://sam.gov)
 - All subrecipients receiving federal funds **MUST** maintain an annual registration in [SAM.gov | Home](https://sam.gov)
- **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
 - Appendix A to Part 18—Certification Regarding Lobbying – Certification for Contracts, Grants, Loans and Cooperative Agreements.
 - As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR Part 69, the applicant certifies that:
 - (a) 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 making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;
 - (b) 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 grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL. "Disclosure of Lobbying Activities, "in accordance with its instructions.***

- *(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly*
- New Restrictions on Lobbying, 2 CFR part 69 New Restrictions on Lobbying
- No appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay 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 any of the following covered Federal actions: 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 CFR 200.450 LOBBYING –*Lobbying costs associated with obtaining Federal assistance awards*. The costs of certain influencing activities associated with obtaining grants, cooperative agreements, contracts, or loans are unallowable. Lobbying with respect to certain grants, cooperative agreements, contracts, and loans is governed by relevant statutes, including the provisions of 31 U.S.C. 1352, as well as the common rule, “New Restrictions on Lobbying,” published on February 26, 1990, including definitions, and the Office of Management and Budget “Government-wide Guidance for New Restrictions on Lobbying” and notices published on December 20, 1989, June 15, 1990, January 15, 1992, and January 19, 1996. (*See above link*).
- 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 (EEO Plan). (**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 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>

➤ **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.

NOTE: 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 will be held 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).

**** COMINGLING OF GRANT FUNDS IS STRICTLY PROHIBITED *****

- **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: 

**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.

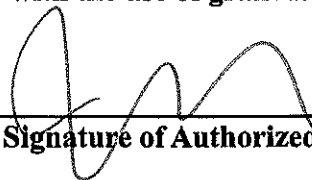


Overtime hours being charged against a federal grant award provided by OGR may only seek reimbursement for **actual hours worked** regardless of department policy or union contract rules. For example, an officer working one hour of overtime on a federally funded project awarded by OGR is **prohibited** 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.**

Definitions 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.**

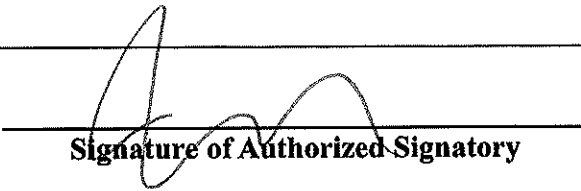
By signing below, I am acknowledging that I have read and understand the federal rules associated with the use of grant funding for Overtime Costs.

 <hr style="border: 0; border-top: 1px solid black; margin: 5px 0;"/> Signature of Authorized Signatory	3/2/2026 <hr style="border: 0; border-top: 1px solid black; margin: 5px 0;"/> Date
 <hr style="border: 0; border-top: 1px solid black; margin: 5px 0;"/> Printed Name	 <hr style="border: 0; border-top: 1px solid black; margin: 5px 0;"/> 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 supports 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

 <hr style="border: 0; border-top: 1px solid black;"/> <p>Signature of Authorized Signatory</p>	<p>3/2/2026</p> <hr style="border: 0; border-top: 1px solid black;"/> <p>Date</p>
<p>Joshua A. Garcia</p> <hr style="border: 0; border-top: 1px solid black;"/> <p>Printed Name</p>	<p>Mayor</p> <hr style="border: 0; border-top: 1px solid black;"/> <p>Title</p>

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"):

(a) immediately notify the contracting Department if the Contractor becomes aware of the unauthorized use;

(b) 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 ability to 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: 

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: 

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. <https://www.ecfr.gov/current/title-2/section-200.313>

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.

✓ Award Conditions

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.



Compliance with general appropriations-law restrictions on the use of federal funds (FY 2022)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2022, are set out at <https://ojp.gov/funding/Explore/FY22AppropriationsRestrictions.htm>, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.



Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2022 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2022 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2022 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.334.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.



Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "Personally Identifiable Information (PII)" (2 CFR 200.1) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.



OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://www.ojp.gov/funding/implement/training-guiding-principles-grantees-and-subgrantees>.



Required training for Grant Award Administrator and Financial Manager

The Grant Award Administrator and all Financial Managers for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after October 15, 2020, will satisfy this condition.

In the event that either the Grant Award Administrator or a Financial Manager for this award changes during the period of performance, the new Grant Award Administrator or Financial Manager must have successfully

completed an "OJP financial management and grant administration training" by 120 calendar days after the date the Entity Administrator enters updated Grant Award Administrator or Financial Manager information in JustGrants. Successful completion of such a training on or after January 1, 2020, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at <https://www.ojp.gov/training/fmts.htm>. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.

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Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

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Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

Limited Exceptions. In certain special circumstances, the U.S. Department of Justice ("DOJ") may determine that it will not enforce, or enforce only in part, one or more requirements otherwise applicable to the award. Any such exceptions regarding enforcement, including any such exceptions made during the period of performance, are (or will be during the period of performance) set out through the Office of Justice Programs ("OJP") webpage entitled "Legal Notices: Special circumstances as to particular award conditions" (ojp.gov/funding/Explore/LegalNotices-AwardReqtts.htm), and incorporated by reference into the award.

By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized recipient official, all assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance.

Failure to comply with one or more award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period -- may result in OJP taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. DOJ, including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.

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Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38 (as may be applicable from time to time), specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Currently, among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38, currently, also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible at <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.

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Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

10

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

11

Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

12

Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as

that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

13

Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

14

Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

15

Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ)(or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

16

Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at OJP.ComplianceReporting@ojp.usdoj.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

17

Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

18

Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

19

Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

20

Employment eligibility verification for hiring under the award

1. The recipient (and any subrecipient at any tier) must--

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1).

B. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both--

(1) this award requirement for verification of employment eligibility, and

(2) the associated provisions in 8 U.S.C. 1324a(a)(1) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov.

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

21

Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

22

Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

23

All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

24

Requirements related to System for Award Management and Universal Identifier Requirements

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov/>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <https://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

25

Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

26

Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$250,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$250,000)), and are incorporated by reference here.

27

Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

28

Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope Grant Award Modification (GAM) to eliminate any inappropriate duplication of funding.

29

Reporting potential fraud, waste, and abuse, and similar misconduct

The recipient, and any subrecipients ("subgrantees") at any tier, must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award-- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.

30

The recipient agrees that no funds under this grant award (including via subcontract or subaward, at any tier) may be used for unmanned aircraft systems (UAS), which includes unmanned aircraft vehicles (UAV), or for any accompanying accessories to support UAS.

31

The recipient understands that, in accepting this award, the Authorized Representative declares and certifies, among other things, that he or she possesses the requisite legal authority to accept the award on behalf of the recipient entity and, in so doing, accepts (or adopts) all material requirements that relate to conduct throughout the period of performance under this award. The recipient further understands, and agrees, that it will not assign anyone to the role of Authorized Representative during the period of performance under the award without first ensuring that the individual has the requisite legal authority.

32

The award recipient agrees to participate in a data collection process measuring program outputs and outcomes. The data elements for this process will be outlined by the Office of Justice Programs.

33

The recipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.

34

Protection of human research subjects

The recipient (and any subrecipient at any tier) must comply with the requirements of 28 C.F.R. Part 46 and all OJP policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

35

Confidentiality of data

The recipient (and any subrecipient at any tier) must comply with all confidentiality requirements of 34 U.S.C. 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The recipient further agrees, as a condition of award approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23.

36

FFATA reporting: Subawards and executive compensation

The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of \$30,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at <https://ojp.gov/funding/Explore/FFATA.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to-- (1) an award of less than \$30,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

37

The recipient agrees to submit to BJA for review and approval any curricula, training materials, proposed publications, reports, or any other written materials that will be published, including web-based materials and web site content, through funds from this grant at least thirty (30) working days prior to the targeted dissemination date. Any written, visual, or audio publications, with the exception of press releases, whether published at the grantee's or government's expense, shall contain the following statements: "This project was supported by Grant No. <AWARD_NUMBER> awarded by the Bureau of Justice Assistance. The Bureau of Justice Assistance is a component of the Department of Justice's Office of Justice Programs, which also includes the Bureau of Justice Statistics, the National Institute of Justice, the Office of Juvenile Justice and Delinquency Prevention, the Office for Victims of Crime, and the SMART Office. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice." The current edition of the DOJ Grants Financial Guide provides guidance on allowable printing and publication activities.

38

Verification and updating of recipient contact information

The recipient must verify its Grant Award Administrator, Financial Manager, and Authorized Representative contact information in JustGrants, including telephone number and e-mail address. If any information is incorrect or has changed, the award recipient's Entity Administrator must make changes to contact information through DIAMD. Instructions on how to update contact information in JustGrants can be found at <https://justicegrants.usdoj.gov/training/training-entity-management>.

39

Recipient understands and agrees that it must submit quarterly Federal Financial Reports (SF-425) and semi-annual performance reports through JustGrants (justgrants.usdoj.gov), and that it must submit quarterly performance metrics reports through BJA's Performance Measurement Tool (PMT) website (<https://bjapmt.ojp.gov/>). For more detailed information on reporting and other requirements, refer to BJA's website. Failure to submit required reports by established deadlines may result in the freezing of grant funds and High Risk designation.

40

Required attendance at BJA-sponsored events

The recipient (and its subrecipients at any tier) must participate in BJA-sponsored training events, technical assistance events, or conferences held by BJA or its designees, upon BJA's request.

41

The recipient agrees to comply with OJP grant monitoring guidelines, protocols, and procedures, and to cooperate with BJA and OCFO on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The recipient agrees to provide to BJA and OCFO all documentation necessary to complete monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by BJA and OCFO for providing the requested documents. Failure to cooperate with BJA's/OCFO's grant monitoring activities may result in sanctions affecting the recipient's DOJ awards, including, but not limited to: withholding and/or other restrictions on the recipient's access to grant funds; referral to the Office of the Inspector General for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).

42

Copyright; Data rights

The recipient acknowledges that OJP reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use (in whole or in part, including in connection with derivative works), for Federal purposes: (1) any work subject to copyright developed under an award or subaward (at any tier); and (2) any rights of copyright to which a recipient or subrecipient (at any tier) purchases ownership with Federal support.

The recipient acknowledges that OJP has the right to (1) obtain, reproduce, publish, or otherwise use the data first produced under any such award or subaward; and (2) authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes. "Data" includes data as defined in Federal Acquisition Regulation (FAR) provision 52.227-14 (Rights in Data - General).

It is the responsibility of the recipient (and of each subrecipient (at any tier), if applicable) to ensure that the provisions of this condition are included in any subaward (at any tier) under this award.

The recipient has the responsibility to obtain from subrecipients, contractors, and subcontractors (if any) all rights and data necessary to fulfill the recipient's obligations to the Government under this award. If a proposed subrecipient, contractor, or subcontractor refuses to accept terms affording the Government such

rights, the recipient shall promptly bring such refusal to the attention of the OJP program manager for the award and not proceed with the agreement in question without further authorization from the OJP program office.

43

Any Web site that is funded in whole or in part under this award must include the following statement on the home page, on all major entry pages (i.e., pages (exclusive of documents) whose primary purpose is to navigate the user to interior content), and on any pages from which a visitor may access or use a Web-based service, including any pages that provide results or outputs from the service: "This Web site is funded in whole or in part through a grant from the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice. Neither the U.S. Department of Justice nor any of its components operate, control, are responsible for, or necessarily endorse, this Web site (including, without limitation, its content, technical infrastructure, and policies, and any services or tools provided)." The full text of the foregoing statement must be clearly visible on the home page. On other pages, the statement may be included through a link, entitled "Notice of Federal Funding and Federal Disclaimer," to the full text of the statement.

44

Applicants must certify that Limited English Proficiency persons have meaningful access to the services under this program(s). National origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI and the Safe Streets Act, recipients are required to take reasonable steps to ensure that LEP persons have meaningful access to their programs. Meaningful access may entail providing language assistance services, including oral and written translation when necessary. The U.S. Department of Justice has issued guidance for grantees to help them comply with Title VI requirements. The guidance document can be accessed on the Internet at www.lep.gov.

45

Body armor - compliance with NIJ standards and other requirements

Ballistic-resistant and stab-resistant body armor purchased with award funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the body armor has been tested and found to comply with applicable National Institute of Justice ballistic or stab standards, and is listed on the NIJ Compliant Body Armor Model List. In addition, ballistic-resistant and stab-resistant body armor purchased must be made in the United States and must be uniquely fitted, as set forth in 34 U.S.C. 10202(c)(1)(A). The latest NIJ standard information and the NIJ Compliant Body Armor List may be found by following the links located on the NIJ Body Armor page: <https://nij.ojp.gov/topics/equipment-and-technology/body-armor>

46

Justification of consultant rate

Approval of this award does not indicate approval of any consultant rate in excess of \$650 per day. A detailed justification must be submitted to and approved by the OJP program office prior to obligation or expenditure of such funds.

47

PSN Fiscal Agent Definition

References in this award document to "recipient" and "fiscal agent" both refer equally to the entity or organization receiving this award directly.

48

The grantee agrees to secure and maintain on file signed statements by each member of the selection

committee appointed by the United States Attorney or the PSN Task Force indicating that in making recommendations or decisions regarding contracts or subgrants paid for by this grant, the member had no conflict of interest. Such statements must include all of the language included in the PSN Conflict of Interest Certification, however, the grantee may use a different format or may add other related certifications of their own.

49

The recipient understands and agrees that no more than 10 percent of the total amount of this award may be used by the recipient for costs associated with administering the award.

50

The recipient understands that proposed subawards are approved on a provisional basis only. The recipient may not obligate, expend, or draw down funds for subawards until BJA provides explicit written approval of the proposed subaward. Prior approval for all subawards must be obtained post-award, through the submission and approval of a Grant Award Modification (GAM) through OJP's JustGrants system.

51

The recipient agrees to coordinate the project with the U.S. Attorney and Project Safe Neighborhoods Task Force for the district covered by the award. The recipient also is encouraged to coordinate with other community justice initiatives, and other ongoing, local gun prosecution and law enforcement strategies.

52

The recipient agrees to ensure that 30 percent of PSN funding is used to support gang task forces in the United States regions experiencing a significant or increased presence of criminal or transnational organizations engaging in high levels of violent crime, firearms offenses, human trafficking, and drug trafficking.

53

The recipient agrees to submit to DOJ for review and approval, any proposal or plan for Project Safe Neighborhoods media-related outreach. DOJ approval must be received prior to any obligation or expenditure of grant funds related to the development of media-related outreach projects.

54

Required monitoring of subawards

The recipient must monitor subawards under this award in accordance with all applicable statutes, regulations, award conditions, and the DOJ Grants Financial Guide, and must include the applicable conditions of this award in any subaward. Among other things, the recipient is responsible for oversight of subrecipient spending and monitoring of specific outcomes and benefits attributable to use of award funds by subrecipients. The recipient agrees to submit, upon request, documentation of its policies and procedures for monitoring of subawards under this award.

55

If award funds are used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System ("CODIS," the DNA database operated by the FBI) by a government DNA laboratory with access to CODIS. No profiles generated under this award may be entered or uploaded into any non-governmental DNA database without prior express written approval from BJA. Award funds may not be used for the purchase of DNA equipment and supplies unless the resulting DNA profiles may be accepted for entry into CODIS. Booking agencies should work with their state CODIS

agency to ensure all requirements are met for participation in Rapid DNA (see National Rapid DNA Booking Operational Procedures Manual).

56

Limit on use of grant funds for grantees' employees' salaries

With respect to this award, federal funds may not be used to pay cash compensation (salary plus bonuses) to any employee of the award recipient at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year. (An award recipient may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds.)

This limitation on compensation rates allowable under this award may be waived on an individual basis at the discretion of the OJP official indicated in the program announcement under which this award is made.

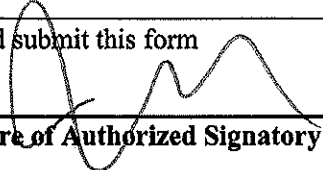
57

In accepting this award, the recipient agrees that grant funds cannot be used for Facial Recognition Technology (FRT) unless the recipient has policies and procedures in place to ensure that the FRT will be utilized in an appropriate and responsible manner that promotes public safety, and protects privacy, civil rights, and civil liberties and complies with all applicable provisions of the U.S. Constitution, including the Fourth Amendment's protection against unreasonable searches and seizures and the First Amendment's freedom of association and speech, as well as other laws and regulations. Recipients utilizing funds for FRT must make such policies and procedures available to DOJ upon request.

ACKNOWLEDGMENT

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

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	
	<u>3/2/2026</u>
Signature of Authorized Signatory	Date
<u>John A. Gysin</u>	<u>Mayor</u>
Printed Name	Title

Interoperable Communications Investment Proposal (ICIP)

Applicants proposing a project with an interoperable communications or electronic information sharing component must complete the Interoperable Communications Investment Proposal (ICIP) template beginning on page 3.

Description

Interoperable communications projects improve sharing of electronic information (voice, data, images, video), via radio, internet, microwave, computers, satellites, fiber optics, etc. Interoperable Communications projects may include the purchase or modifications of radios, transmission towers and other communications related equipment and software. Interoperability projects may also include efforts related to communications training and exercises, education and outreach, programming radios, development of Standard Operating Procedures, Tactical Interoperability Communications Plans, etc.

Guidance and Compliance

ICIPs submitted for these projects are reviewed by the Statewide Interoperability Coordinator (SWIC) and/or the Statewide Interoperability Executive Committee (SIEC) Executive Management Committee and recommended back to the grantor as compliant or amended/denied if not compliant. Compliance requirements are listed here:

1. Interoperable Communications projects must align with the goals identified in the Commonwealth's current Statewide Communications Interoperability Plan (SCIP). The 2020 plan can be found at www.mass.gov/doc/massachusetts-statewide-communication-interoperability-plan-scip-2020.
2. Interoperable Communications projects must meet applicable SAFECOM P25 guidance as published on the Cybersecurity and Infrastructure Security Agency (CISA) grant guidance document page (www.cisa.gov/safecom/funding). This includes P25 standards for radio equipment encryption. Additional encryption guidance is available from the SIEC as a Guidance Bulletin (20-1: Public Safety Agency Encryption Guidance, <https://www.mass.gov/doc/public-safety-encryption-guidance-bulletin>).
3. Radio equipment subscriber units purchased with SIEC approved funding must be programmed with the Massachusetts Tactical Channel Plan (MTCP) in the radio, in addition to the purchaser's chosen channel programming lineup.

When completing the ICIP, applicants should provide a clear description of the interoperability problem or gap. As an example:

Problem: Although Mutual Aid Agreements are in place between the applicant and its four neighboring towns for public safety support during emergencies, the towns have no common radio frequencies or Standard Operating Procedures. Thus, radio communications cannot occur amongst the disparate radios during an emergency.

Background Information Investment Description: It was learned during a multiple alarm chemical fire that responders from the five mutual aid towns were unable to communicate directly with each other effectively. Subsequently, a consultant was hired to develop an interoperable communications plan that assessed the communications gaps and recommended solutions. This project seeks to implement the plan by replacing 30 incompatible portable radios, reprogramming all remaining (220 portable and 15 fixed) radios, conducting 3 training classes for the use of the equipment and the Standard Operating Procedures and conducting 1 table top exercise that will include all 5 towns that are included in the Mutual Aid Agreements.

Exemptions

Please note that the following items do not need SWIC or SIEC review, or completion of an ICIP as part of the grant application process:

- Batteries
- Cameras – Unless the project included backhaul infrastructure to be used for information/data sharing
- Computer Aided Dispatch (CAD)/Records Management System (RMS) Software
- Computers, general purpose – Unless used for information/data sharing
- GPS units
- Microphones (including collar/throat microphones)
- Multi-channel recorders
- Netclocks
- Warranties/Maintenance
- Wireless air cards
- Wireless IP routers

Questions

Any questions about the ICIP process, interoperability requirements, P25 compliance or interoperability equipment programming, please contact the Massachusetts Statewide Interoperability Coordinator (SWIC) at ma.swic@mass.gov.

Interoperable Communications Investment Proposal (ICIP)

Please complete all sections except for *SIEC Review Section*.

The completed ICIP form must be emailed with your grant application to:

Agency Name	Holyoke Police Dept.
Email Address	348@holyokepd.org

For equipment purchases, a vendor price quote that includes the equipment make, model and specifications must be submitted with this form. Please identify the quote number(s) or other identification code(s) associated with this proposal in the requesting cell below so the correct quote is tied to the ICIP during review.

Community Name	Holyoke		
Project Point of Contact	Sgt. Joseph Zurheide		
Phone #	413-322-690	Email	348@holyokepd.org

FFY / Program	FY2022 Project Safe Neighborhood	Project Costs	47149.95
Project Start Date	03/04/2026	Project End Date	6/30/2026
Investment Name	Radio equipment upgrade		
Vendor Quote #	0000103710		

Investment Summary (describe your project)

The Holyoke Police Department will utilize Project Safe Neighborhoods (PSN) funding to purchase 19 portable radios to strengthen operational communication, officer safety, and coordinated enforcement efforts addressing violent crime and firearm-related incidents in the City of Holyoke. Reliable radio communications are essential for managing dynamic incidents such as shots fired calls, armed suspect searches, firearm recoveries, and follow-up investigations that require multiple officers and supervisors to communicate and coordinate in real time. This investment will address current limitations in HPD's radio inventory caused by aging equipment and an insufficient number of operational units. By increasing the availability of reliable radios, HPD will improve situational awareness, command and control, and coordination between patrol officers and investigative personnel during violent crime responses. The project supports the PSN program goal of enhancing law enforcement technology to address violent crime. The radios will allow officers assigned to violent crime response, firearm investigations, and directed enforcement operations to communicate effectively during critical incidents, improving response efficiency and officer safety. Strengthening communication capabilities will enhance HPD's ability to respond to and investigate firearm-related offenses and support ongoing efforts to reduce violent crime in the community.

Communications Interoperability Problem Description

Effective communication is critical to the successful response and investigation of violent crime and firearm-related incidents. The Holyoke Police Department relies on portable radios to coordinate real-time responses between patrol officers, supervisors, and investigative personnel during incidents such as shots fired calls, armed suspect searches, and firearm investigations. However, the department's current radio inventory is limited due to aging equipment and an insufficient number of operational units, which can create communication gaps during incidents that require multiple officers and coordinated responses. When officers do not have immediate access to reliable portable radios, communication must be shared across limited devices or delayed until additional equipment becomes available. This can reduce situational awareness, slow coordination between responding units, and increase operational risk during high-priority incidents involving firearms or violent offenders. The purchase of additional portable radios will strengthen communication interoperability within the department by ensuring officers and supervisors involved in violent crime enforcement and PSN initiatives have consistent and reliable communication capabilities. Improving radio availability will enhance coordination during critical incidents, support real-time information sharing, and improve overall operational effectiveness when responding to violent crime in the City of Holyoke.

Background Information / Detailed Investment Description

The Holyoke Police Department will utilize Project Safe Neighborhoods (PSN) funding to purchase 19 portable radios to enhance operational communications and support law enforcement efforts addressing violent crime and firearm-related incidents in the City of Holyoke. Effective radio communication is essential for coordinating police response during dynamic situations such as shots fired calls, armed suspect searches, firearm recoveries, and follow-up investigations that require multiple officers and supervisors to communicate in real time. HPD's current radio inventory has become limited due to aging equipment, damaged units, and an insufficient number of available radios to support overlapping operations. As a result, officers assigned to violent crime response, directed patrols, and investigative functions may face challenges ensuring consistent access to reliable communication equipment during enforcement activities. The acquisition of additional portable radios will strengthen the department's communication capacity by ensuring officers and supervisors involved in PSN-related enforcement operations are equipped with reliable radios during critical incidents. Improved communication capability will enhance situational awareness, strengthen command and control, and support more coordinated responses to firearm-related incidents and violent crime. This investment will directly support PSN goals by improving law enforcement technology used in violent crime enforcement and strengthening HPD's ability to respond to and investigate firearm-related offenses. By increasing radio availability and reliability, the department will be better positioned to deploy resources efficiently, support officer safety, and maintain effective communication during high-risk incidents and enforcement operations.

Expected Outcomes- Describe the communications interoperability gaps that will be addressed

The purchase of 19 portable radios will address existing communication gaps caused by limited radio availability and aging equipment within the Holyoke Police Department. Currently, shortages in available radios can create challenges when multiple officers and supervisors are responding to violent crime incidents or conducting firearm-related investigations that require coordinated communication between units. By increasing the number of reliable portable radios available for operational use, HPD will improve real-time communication between patrol officers, supervisors, and investigative personnel during critical incidents such as shots fired calls, armed suspect searches, and coordinated enforcement operations. This investment will strengthen situational awareness, improve command and control, and ensure that responding personnel have consistent access to reliable communications equipment. Addressing these gaps will enhance the department's ability to coordinate responses to violent crime, support officer safety, and improve overall operational effectiveness during incidents involving firearms or other high-risk situations. Strengthening communications capability will allow HPD to deploy personnel more efficiently and maintain clear, reliable communication during PSN-related enforcement efforts aimed at reducing violent crime in the City of Holyoke.

SCIP Goals- Identify each SCIP goal (check the box) that this investment will support and describe how that support will be accomplished. The current Massachusetts SCIP can be found here:

www.mass.gov/doc/massachusetts-statewide-communication-interoperability-plan-scip-2020

Goal		Describe support
X	Governance	This investment supports statewide interoperability governance by ensuring the Holyoke Police Department maintains communications equipment that aligns with regional and statewide public safety communication systems. The radios will allow HPD personnel to effectively coordinate with local, regional, and partner public safety agencies during critical incidents.
X	SOP	The deployment of additional portable radios will support existing operational communication procedures used during critical incidents, violent crime responses, and coordinated enforcement operations. Ensuring officers and supervisors have reliable radios allows the department to consistently implement established communication protocols during high-risk incidents.
X	Technology	This investment directly supports the SCIP technology goal by strengthening the communications infrastructure used by HPD personnel during violent crime response and firearm investigations. The acquisition of 19 portable radios will expand communication capacity, improve reliability, and ensure officers have the technology necessary for real-time coordination during critical incidents.
X	Training & Exercise	The radios will be incorporated into routine operations and training activities to ensure officers are familiar with their proper use during emergency responses and enforcement operations. Providing adequate communication equipment ensures personnel can effectively participate in coordinated response efforts and maintain operational readiness during violent crime incidents.

Ownership - Identify the proposed owners of all assets procured with this investment.

Organization	Asset Description
Holyoke Police Department	Nineteen (19) portable public safety radios and associated accessories (batteries, chargers, and programming) used for law enforcement communications supporting

Usage Plan - Describe the usage plan for the equipment / project

The Holyoke Police Department will deploy the 19 portable radios to officers and supervisors assigned to patrol, violent crime response, and firearm investigations. The radios will be used during daily operations and critical incidents requiring coordinated communication, including shots fired calls, armed suspect searches, and enforcement activities related to Project Safe Neighborhoods initiatives. The equipment will be issued, inventoried, and maintained by the Holyoke Police Department and incorporated into existing communication systems and operational procedures. These radios will support real-time communication between responding units, supervisors, and investigative personnel, improving situational awareness, coordination, and officer safety during violent crime responses. The equipment will be used exclusively for law enforcement and public safety purposes in accordance with departmental policies and federal grant requirements.

Disciplines- Identify each responder discipline that will enhance its communications interoperability from this investment and describe the interoperability enhancement

Please use the following abbreviations to represent the corresponding discipline: LE - Law Enforcement; EMS - Emergency Medical Services; EMA - Emergency Management Agency; FS - Fire Service; HZ – HAZMAT; PW - Public Works; PH - Public Health; GA – Governmental Administrative; PSC - Public Safety Communications; HC - Health Care; O-Other

Discipline	Enhancement
LE	The acquisition of 19 portable radios will improve real-time communication between patrol officers, supervisors, and investigative personnel during violent crime responses, firearm investigations, and coordinated enforcement operations, strength
PSC	Additional portable radios will improve communication reliability between field personnel and dispatch, supporting more efficient information sharing, unit coordination, and command and control during high-priority incidents and PSH enforcement
FS	Improved radio availability will support coordinated communication between law enforcement and fire personnel during joint responses to emergency incidents requiring multi-agency coordination.

Multi-Jurisdictional Interoperability - All investments must provide interoperability between two or more jurisdictions. Identify each jurisdiction that will achieve interoperability from this investment.

Jurisdiction 1: City of Holyoke – Holyoke Police Department
 Interoperability Description: The acquisition of 19 portable radios will strengthen communication capacity within the Holyoke Police Department and support coordinated responses to violent crime and firearm-related incidents within the City of Holyoke.
 Jurisdiction 2: Hampden County / Regional Law Enforcement Partners
 Interoperability Description: The radios will support interoperability during joint operations and mutual aid responses involving neighboring law enforcement agencies and regional public safety partners operating within Hampden County.
 Jurisdiction 3: Commonwealth of Massachusetts Public Safety Agencies
 Interoperability Description: The radios will allow HPD personnel to communicate effectively with state and regional public safety partners during coordinated enforcement operations and critical incidents requiring multi-agency response.

Following Section will be completed by SIEC:

REVIEW STATUS	APPROVE	AMEND	DENY
Statewide Interoperability Coordinator (SWIC) Recommendation			
Executive Management Committee (EMC) Recommendation			
Statewide Interoperability Executive Committee (SIEC) Recommendation			
Applicant notified of Recommendation			
SIEC Member Signature / Date			

The attached Special Condition must be signed and submitted with your completed ICIP form. ICIP forms submitted without the signed Special Conditions will not be reviewed.

MASSACHUSETTS STATE INTEROPERABILITY EXECUTIVE COMMITTEE (SIEC)
Special Conditions for Interoperability and Information Sharing Grants

Version 2.2 April 2023

Radio (RF) Equipment Purchase specifications – All radio equipment purchased, upgraded or programmed from SIEC-approved funding will meet current SAFECOM P25 compliance requirements as published on the Cybersecurity and Infrastructure Security Agency (CISA) grant guidance documents site. (www.cisa.gov/safecom/funding). Additionally, this equipment will comply with the SIEC Guidance Bulletin 20-1: Public Safety Agency Encryption (<https://www.mass.gov/doc/public-safety-encryption-guidance-bulletin>).

Radio (RF) Equipment programming – Compliance with this section is met by programming the full Massachusetts Tactical Channel Plan (MTCP) by appropriate band in all purchased RF equipment.

1. **National Interoperability Channels - Common.** All radios purchased, upgraded, or programmed from SIEC-approved funding must include a minimum channel complement of the National Interoperability Channels respective to the frequency band the radio operates on, (VTAC, UTAC, 8TAC, etc.). All National Interoperability Channels will use the National Public Safety Telecommunications Council (NPSTC) naming conventions.
2. **National Interoperability Channels – Discipline.** All radios purchased, upgraded, or programmed from SIEC-approved funding should include the discipline-specific National Interoperability Channels when room is available in the radio, (VLAW, VFIRE, VMED). All National Interoperability Channels will use the National Public Safety Telecommunications Council (NPSTC) naming conventions.
3. **Statewide Interoperability Channels.** All radios purchased, upgraded, or programmed from SIEC-approved funding must include statewide interoperability channels as identified in the MTCP. These channels will be programmed according to the MOU or guidance in place for the statewide system and participating agency. (Examples include: State Police 800MHz LPS Channels, FAMTRAC, MEMA VHF Channels, etc.)
4. **Regional Interoperability Channels.** All radios purchased, upgraded, or programmed from SIEC-approved funding must include regional interoperability channels as identified in the MTCP. These channels will be programmed according to the MOU or guidance in place for the statewide system and participating agency. (Examples include: BAPER, WMLEC, Fire District Mutual Aid Channels, etc.)
5. **Cached Radios.** Cached radios purchased, upgraded, or programmed from SIEC-approved funding must include the standard interoperability template as identified in the MTCP.
6. **Radio Reprogramming.** Any reprogramming of existing equipment supported by SIEC-approved funds will follow the conditions above. If a reprogrammed radio does not possess the channel capacity to meet the MTCP programming requirements above, the SIEC will provide additional guidance.

Communications Asset Tracking Requirements

7. **CASM Data-Entry.** All transmitting/receiving RF devices purchased with SIEC-approved funding will be entered into CASM (Communications Asset Survey & Mapping tool) by the region, state agency or organization receiving the award.
8. **CASM Maintenance.** The organization receiving SIEC-approved funding agrees to maintain current and accurate information in CASM for the equipment entered should changes occur.

Training, Exercise and Usage Requirements

9. **Training.** Recipient agrees to report results of the training program identified in the application associated with interoperability awards.
10. **Exercise.** Recipient agrees to report results of the tiered communications requirements for exercises to the SIEC. The SIEC will provide tiered communications requirements for all exercises using voice or data systems supported by SIEC-approved funding.
11. **Usage.** Recipient agrees to track results of the usage plan identified in the application. This information may be requested during monitoring, site visits, or during other SIEC-approved activities.

Additional Requirements

12. **SIEC Policies and Guidance Bulletins.** To the extent applicable and/or practical, the recipient agrees support, to the best of their current ability, any future SIEC policies and guidance bulletins introduced for the furthering of interoperable communications across the Commonwealth.

Information Sharing Purchase compliance – Information sharing is defined as, “Making information available to participants (people, processes, or systems).” Proposals with an information sharing component must meet the following conditions:

1. **Agreement to contribute data to appropriate Federal and State Systems or Repositories.** Where applicable, grantees will be required to contribute data to Federal and statewide systems or repositories. The following is the list of potential systems and repositories:
 - Massachusetts Criminal Justice Information System (CJIS): (Inmate data – state and county)
 - Massachusetts State Police Identification Section: (ten print arrest fingerprint cards and mug shots)
 - Massachusetts Statewide Information Sharing System (SWISS): (police incident data)
 - Massachusetts CopLink: (police and custodial records management systems data)
 - Mass-Gangs: (gang intelligence data)
 - Massachusetts Offense Based Tracking Number (OBTN) system (unique number system for arrests or charges)
 - Massachusetts Ambulance Trip Record Information System (MATRIS) (EMS data collection system required by OEMS)
 - National Fire Incident Reporting System (NFIRS)
 - National Incident Based Reporting System (NIBRS)

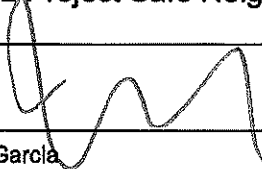
Applicants must include in their application (narrative and budget) the costs – that are allowable under the respective grant program - associated with meeting the following five (5) general requirements to contribute data to the applicable system or repository.

1. Assign internal resources and/or hire resources to develop, test, and implement the functional and technical requirements;
2. Procure the required software and hardware;
3. Conduct acceptance testing;
4. Sign-off on acceptance testing; and
5. Assign internal resources and/or hire resources to maintain the technical environment.

Contact the Executive Office of Technology Services and Security (EOTSS) if additional information is required.

2. **National Information Exchange Model (NIEM) Conformance.** Applicants applying for grant funds to develop new data exchanges must commit to developing these exchanges incorporating the NIEM data exchange standards. Applicants must include in the narrative of the grant application a description of how the project will achieve NIEM conformance. For additional information on NIEM, please visit www.niem.gov
3. **Security Policies and Standards.** Applicants will abide by any of the following policies and standards that apply to the project.
 - a. **Commonwealth of Massachusetts Enterprise Information Security (EIS) Policy and Standards.** State agencies or organizations under the Executive Branch must comply with the latest published EIS standards as applicable. These standards may be accessed at <https://www.mass.gov/handbook/enterprise-information-security-policies-and-standards>.
 - b. **Commonwealth of Massachusetts Web Accessibility Standards.** Grant applications that propose to implement Internet or Intranet based web-browser interfaces must conform to the Commonwealth’s Web Accessibility Standards. These standards may be accessed at <https://www.mass.gov/guides/web-accessibility-standards>.
 - c. **Security Policies and Standards.** If an information sharing or data exchange project proposes the sharing or exchanging of Criminal Offender Record Information (CORI) data as defined in Massachusetts General Law Chapter 6 Section 168-172, the applicant and all participants within the project must ensure that all systems conform to the standards set forth in the current version of the FBI’s *CJIS Security Policy*.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above conditions.

Print Project Name	FY2022 Project Safe Neighborhood Radio upgrades		
Authorized Signature		Date	03/03/2026
Print Name	Joshua Garcia		
Print Title	Mayor		

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 State Police	MMARS Code POL
d/b/a Holyoke Police Department		Contract Manager Name Karen Henry	
Legal Address As entered on Form W-9 or Form W-4 536 Dwight St, Holyoke, MA 01040		Business Mailing Address 470 Worcester Rd., Framingham, MA 01702	
Contract Manager Name Joshua Garcia		Billing Address (Different)	
Phone 413-322-5510	Fax	Phone 351-866-0459	Fax 508-820-2165
Email garciaj@holyoke.org		Email karen.a.henry@pol.state.ma.us	
Vendor Code VC 6000192102		MMARS Doc ID(s) CT - SCPOL242726HOLYK0601	
Vendor Code Address ID e.g. "AD001". AD 001		RFR/Procurement or Other ID Number PSN26 8000-0601	
Note: The Address ID must be set up for Electronic Funds Transfer (EFT) payments.			
<input checked="" type="radio"/> NEW CONTRACT		<input type="radio"/> CONTRACT AMENDMENT	
Procurement or Exception Type (Check one option only)		Current Contract End Date PRIOR to Amendment	
<input type="checkbox"/> Statewide Contract (OSD or an OSD-designated department.) <input type="checkbox"/> Collective Purchase (Attach OSD approval, scope, and budget.) <input checked="" type="checkbox"/> Department Procurement - Includes all Grants §15 CMR 2.00. (Attach Solicitation Notice or RFR, and Response or other procurement supporting documentation.) <input type="checkbox"/> Emergency Contract (Attach justification for emergency, scope, and budget.) <input type="checkbox"/> Contract Employee (Attach Employee Status Form, scope, and budget.) <input type="checkbox"/> Interim Contract with new Contractor (Attach justification for Interim Contract and updated scope/budget.) <input type="checkbox"/> Other Procurement Exception (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope, and budget.)		Amendment Amount Or Enter "No Change"	
		Amendment Type Check one option only. Attach details of amendment changes.	
		<input type="checkbox"/> Amendment to Date, Scope, or Budget (Attach updated scope and budget.) <input type="checkbox"/> Interim Contract with Current Contractor (Attach justification for Interim Contract and updated scope/budget.) <input type="checkbox"/> Contract Employee (Attach any updates to scope or budget.) <input type="checkbox"/> 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:			
<input checked="" type="radio"/> Commonwealth Terms and Conditions <input type="radio"/> Commonwealth Terms and Conditions for Human and Social Services <input type="radio"/> 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 appropriation or other non-appropriated funds, subject to intercept for Commonwealth owed debts under §15 CMR 2.00.			
<input type="radio"/> 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.) <input checked="" type="radio"/> Maximum Obligation Contract. Total maximum obligation for total duration of this contract (or new total if contract is being amended): \$13,900			

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.

Reimbursement of overtime costs associated with local police participation in PSN initiatives. The Massachusetts State Police received funding for this project from the Project Safe Neighborhoods Grant, appropriation 8000-0601. Local PD must use their own vehicles for activities. Mandatory virtual check-in to discuss invoicing and spending projections. Backfill is unallowable. This contract incorporates all aspects of the OGR Subrecipient Terms and Conditions. Massachusetts State Police and Holyoke, MA PD. Maximum obligation: \$13,900

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, 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 02/04/2026	Signature 	Date 2/04/26
Print Name Joshua Garcia	Print Title Mayor	Print Name Michelle Small	Print Title Chief Administrative Officer

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

Department / Organization Name:	Holyoke Police Department <i>(Print or Type)</i>
Grant Award Name: <i>(To be completed by OGR)</i>	SFY26 Commonwealth Project Safe Neighborhood
Appropriation number: <i>(To be completed by OGR)</i>	8000-0601

Information for Authorized Signatories

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

- Standard Contract Form including contract amendments
- Electronic Fund Transfer (EFT) Authorization Form
- From 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. 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 State Funds

Subrecipients receiving state grant funds administered by the Office of Grants and Research (OGR) must comply with the following two general grant conditions that are addressed in this primary document.

- State Conditions; and
- OGR Conditions

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

- 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)

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: The Authorized Signatory's 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

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 state grant, they must adhere to these conditions. State Conditions must be adhered to by subrecipients receiving state funds.

- **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.

○ **Spending**

- Any unallowable charges must be corrected with an Expenditure Correction (EX) transaction before August 31.
- Any 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.
- All spending outside of the approved cost categories requires (GAM) Grant Award Modification. Also, a GAM is required for Interdepartmental Service Agreement spending. In addition, a Central Subsidiary Expense Document (BGTS) may be needed. Child agencies must adhere to Fiscal Year Open/Close guidance issued each year by the Office of the State Comptroller.
- Subrecipient receiving funding through the Commonwealth Standard Contract may not incur services until after the contract has been fully executed (signed) by the Executive Director of the Office of Grants and Research. The receiving entity may be responsible for covering those costs that occurred prior to the fully executed contract.

○ **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.
- At OGR's discretion, reimbursement will be held until all 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 a 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.

- **Non-Profits Only**- Non-federal entities that do not have a currently approved rate are eligible to elect a de-minimis rate of up to 15% of the modified total direct cost (MTDC). **Indirect cost rates will not be reimbursed** based on a percentage rate without documentation of the rate having been approved by a cognizant agency.

- When a percentage rate has not been approved, a subrecipient may request 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.*

Procurement Practices of subrecipient agencies should ensure that their procurement practices

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).

- **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 funded with state funding must be retained for six years from the close 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 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 statutes, related laws, regulations, appropriate guidelines, or purposes of the grant.
- **Awarded 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.
 - The Executive Office of Public Safety/Office of Grants and Research 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. 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 as instructed by the OGR grant manager.

Initials: JS

OVERTIME POLICY FOR SUBRECIPIENTS RECEIVING STATE FUNDS

This policy applies to all subrecipients and contractors that receive a state 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 state funded 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 state 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.**

Definitions 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 state 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 state 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.**

Initials: JG

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

Initials: 

Addendum 2: For Research Grants Only

Human Subjects Protection

- Research subrecipients must check one of the statements below.
 - a. The research activities covered under this Contract/ISA do not involve human subjects.
 - b. The research activities covered under this Contract/ISA do involves human subjects.

If the research activities involve human subjects (option b), then the subrecipient agrees to certify compliance with M.G.L. C.111 s24A.

- N/A

Initials: 

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 reversal 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"):

(a) immediately notify the contracting Department if the Contractor becomes aware of the unauthorized use;

(b) 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 ability to 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: JS

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

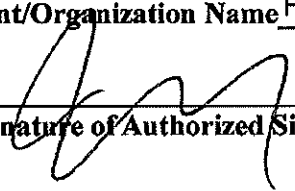
Each person applying for employment (including Contract work) within the Executive Branch under the Governor must disclose in writing the names of all immediate family as well as persons related to immediate family by marriage who serve as employees or elected officials of the Commonwealth. All disclosures 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 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: JS

Acknowledgement

I have read and initialed all pages where indicated.

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 regulations as indicated above.

Sign and submit this form	
Department/Organization Name <u>Holyoke Police Department</u>	
	<u>02/04/2026</u>
Signature of Authorized Signatory	Date
<u>Joshua Garcia</u>	<u>Mayor</u>
Printed Name	Title



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.

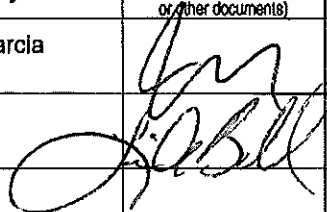
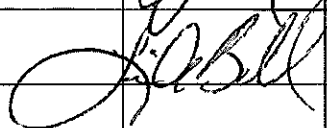
**Signature for Corporation (C or S), Partnership, Trust/Estate,
 Limited Liability Company, State and Local Government Entity**
 (must match Form W-9 tax classification)

Contractor Legal Name City of Holyoke	Contractor Vendor/Customer Code (If available, not the Taxpayer Identification Number or Social Security Number) VC6000192102
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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.

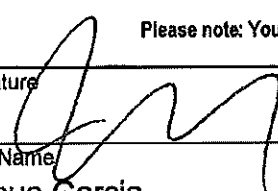
There are three types of electronic signatures that will be accepted on this form: 1) Traditional "wet signature" (ink on paper); 2) Electronic signature that is either: a. hand drawn using a mouse or finger if working from a touch screen device; or b. An upload picture of the signatory's hand drawn 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 02/04/2026
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.

Massachusetts State Police Risk Assessment Questionnaire

SECTION A: PURPOSE

The programmatic and fiscal responsibility of grantees must be such that the grantee 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.

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

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? Yes No
If yes, please explain: (attach a separate sheet if necessary)
2. Has the organization received federal grant funding in the past two years? Yes No
3. Was the organization required to have an audit of Federal Funds within the last two years? Yes No
4. Did the organization have any findings or questioned costs?

Yes No

If yes, please attach the results of any A-133 or Subpart F audits as well as any corrective action plan.

SECTION D: For Internal Use Only

1. Does the organization/entity receiving this award have an acceptable track record of managing? Briefly explain.

Yes No

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?

Yes No

If yes, please explain:

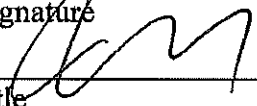
3. The suspension and debarment list on the System for Award Management website (<https://sam.gov/portal/SAM/##11>) must be checked for subgrantees and vendors. Is the subgrantee/vendor eligible to receive federal funding?

Yes No

SECTION E: APPLICANT CERTIFICATION

I certify that the above information is complete and correct to the best of my knowledge.

1. Signature



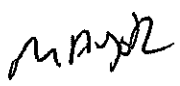
Date

2/4/2025

b. Organization Name, Address, and Telephone Number

City of Holyoke
536 Dwight St Holyoke, MA 01040
413-322-5510

a. Title



[Local News](#)

Massachusetts wildlife advocates want rat poison regulation to prevent owl, eagle deaths

By

Breana Pitts

Updated on: May 23, 2022 / 5:59 AM EDT / CBS Boston

BOSTON -- Zak Mertz and the staff at New England Wildlife are currently treating a Barred owl with vitamin K, fluids, anti-inflammatory and pain meds while he recovers from Second Generation Anticoagulant Rodenticide poisoning, more commonly known as "S-GARs."

The center treats around 100 to 200 animals a year for SGAR poisoning.

"This poor Barred owl was found in Mount Auburn Cemetery. When he first came in, he couldn't even stand up. He was virtually comatose when we first got him," said Mertz, who is the Executive Director of New England Wildlife Center's Cape Cod branch. "S-GARs are a class of poison. They're a cheap mechanism because they stop the blood from clotting efficiently. If you employ a company that uses them, they come out and they put the poison bait blocks into those black rat boxes you see on every street corner downtown."

Mertz says every case is heartbreaking, but what happened to one Great Horned Owl last summer has stuck with him.

"It was a really sad story actually. He was up in a nest with his family and one of the parents got a hold of a poisoned rat, and we watched the owls sort of drop one by one within a matter of days. We did an emergency blood transfusion on one of the siblings, couldn't save it."

Rodenticide doesn't just kill owls; it is a threat to any animal that feeds on mice and rats. Mass Wildlife says last year two Bald Eagles died after ingesting lethal levels of rodenticide. One eagle was found dead in her nest by the Charles River.



A bald eagle who died after ingesting lethal levels of rodenticide.
Photo Credit: James B. Condon Jr.

Just a few months later, a baby eagle was poisoned in Arlington. Residents there are already pushing to ban rodenticide on all private and public property.

The video player is currently playing an ad.

"What happens is the mouse or rat comes along, it will go into the box and eat the poison, and the mouse doesn't die right away. It ends up getting sick. So, what you end up with is a slow, sick mouse that looks like a really easy meal for a predator. If you're a barred owl like the one we have in our care right now, you may think you're getting an easy lunch. You swoop down, you eat the sick mouse and all of a sudden, you've dosed yourself with that same poison," said Mertz.

"This stuff really moves through the food chain pretty easily and that's one of the biggest problems, it's not targeted. It's preventable, and with good education people will make better choices we just need to get the word out there."

That is exactly what State Representative Jim Hawkins (D-2nd Bristol) is trying to do with H.4600, also known as [The S-GARs Bill](#). It would require pesticide companies to disclose to customers the effects of rat poison on the environment. Customers would also need to provide a signature, acknowledging the dangers of having it on their property. It would require non-poisonous alternative methods, also known as "Integrated Pest Management," or "IPM," in all state buildings and on land in Massachusetts.

The bill would also require an online database, where companies would report how much poison was used and where.

"Right now, it's paper records, which basically means if you want to research, you'd have to dig through a carton of papers, which is not reasonable for doing any sort of research if we want to know more about the use of rodenticides," Rep. Hawkins said. "I'm worried people don't realize what they're doing. It's bad for our whole ecology. The whole point is for people to understand the consequences of using it before they make that decision. We spent a lot of time creating this bill because we wanted it to be something that could pass this session. Because we need something now."

The city of Boston is already trying a more targeted approach, using a carbon monoxide smoke out machine. In Somerville, electric smart boxes are helping the city solve their rodent problem.

"When a rodent enters, it pings the extermination crew and tells them a rat has entered the box. An elevator picks up the rat, puts it into a contraption, zaps it, and puts it in a bag for easy disposal," Colin Zeigler, Somerville's Environmental Health Coordinator explained.

While Mertz supports alternative, IPM methods for managing rodents, he warns sometimes we would be better off just letting nature do its thing.

"I can tell you from having owls in care, each one of those owls probably eats 1,000 to 2,000 mice a year. So, you can imagine it's some of the best natural vermin control out there. If we take them out by using this poison, not only are we harming our environment, but we're actually taking away some of the rodent control and allowing rodent populations to proliferate. If this legislation doesn't go through, I think the risk we run is that animals continue to get sick by eating mice and rodents that have eaten the SGARs, and we continue to lose not only a lot of

animals and biodiversity here in Massachusetts but all of the ecosystem services they provide."

Rodenticides cannot be purchased off store shelves, but they are still used by pest professionals. If you would like to reach out to your state representative or senator and ask them to support H.4600 you can start by finding your legislator [here](#).

§ 104-43. Definitions.

As used in this article, the following terms shall have the meanings indicated:

RODENTICIDES — A subclass of pesticides, defined under the Massachusetts Pesticide Control Act G.L.c. 132B as substances or mixtures of substances intended to prevent, destroy, repel, or mitigate rodents that are declared to be pests by the Massachusetts pesticide board.

SECOND-GENERATION ANTICOAGULANT RODENTICIDES — Rodenticides developed to control rodents that are resistant to First-Generation Anticoagulant Rodenticides and contain compounds that interfere with blood clotting and cause death from excessive bleeding while also remaining in animal tissues for an extended period of time. These products currently include, but are not limited to, those products containing brodifacoum, bromadiolone, difenacoum, or difethialone.

§ 104-44. Use of second-generation anticoagulant rodenticides.

- A. The use of SGARs on City-owned properties is hereby prohibited as of the effective date of this policy. This policy applies to all City-owned property, including buildings, grounds, parks, open spaces, and the public right of way, and shall be adhered to by all employees of the City of Lowell, as well as third party vendors and contractors providing services at City-owned property.
- B. Emergency waivers for the use of SGARs on City-owned property may be obtained from Health Department. Emergency waivers shall be restricted in time and location and shall only be granted after a well-documented request detailing a significant rodent infestation of public health consequence that has already exhausted all viable less-toxic integrated pest and rodent management practices.

A Campaign to Rescue Raptors

Raptors, foxes, coyotes, and other predators keep Massachusetts' ecosystems in balance. But in recent years, shocking numbers of these iconic creatures have been sickened or killed after preying on rodents poisoned with second-generation anti-coagulant rodenticides (SGARs).

Mass Audubon's Rescue Raptors initiative supports local campaigns in communities across Massachusetts to reduce the use of these poisons. To succeed, we'll need the help of landowners, pest control professionals, and [volunteer wildlife advocates](#) in every community in our state.

Why Raptors Need Our Help

Second Generation Anti-Coagulant Rodenticides (SGARs) are a class of poisons that prevent blood from clotting, causing internal bleeding, organ failure, paralysis, and often death.

While the federal government banned the retail sale of SGARs in 2015 due to the dangers posed to children, pets, and wildlife, they remain legal—and widely used—by licensed pest control professionals in Massachusetts.



How SGARs Poison our Wildlife and Communities

Although pest control professionals use SGARS to target mice and rats, these deadly poisons move throughout the food chain, with destructive consequences to the entire ecosystem.

SGARs work slowly, so after ingesting bait, a rodent may live for several days, during which time it becomes more vulnerable to predators and scavengers. When a predator eats a poisoned rodent, SGARs pass into its own organs in a process known as “secondary poisoning.” Just like a rodent that has ingested SGARs, a predator that consumes enough poisoned rodents will develop serious internal bleeding, leading to serious illness or death.

In recent years, researchers have documented an alarming number of predators sickened and killed by SGARS. Veterinarians at the New England Wildlife Centers report treating hundreds of poisoned raptors, foxes, and coyotes each year.

A [recent study](#) found that 100% of Red-tailed Hawks tested at a wildlife clinic in Massachusetts had SGARs in their organs. And a [national study](#) of 303 dead Bald Eagles found that 82% of the sampled birds had been exposed to rodenticides. Many of these birds died from other causes like collisions with vehicles, but exposure to rodenticides reduces an animal’s health and alertness, making it less able to hunt and more susceptible to hazards.

There’s no way to precisely track how many predators have been killed by SGARs in the wild. But the anecdotal evidence we have suggests that we are systematically weakening species at multiple levels of the food chain.

A Cautionary Tale

The story of MK, a beloved bald eagle living in Arlington who succumbed to SGAR poisoning in 2023, has [been told and re-told](#). When MK and her partner nested in Arlington in 2021, they were the first Bald Eagles to nest in the town in over 50 years.

But just two years later, after eating multiple rodents poisoned with SGARs, MK passed away. Since 2021, at least three other bald eagles in Massachusetts have died from SGAR poisoning.

[Latest News](#)

Rescue Raptor Win: Lowell City Council Puts a Stop to Rodenticide Use on City Property

February 14, 2025

On February 4, the Lowell City Council voted to stop the use of second-generation anticoagulant rodenticides (SGARs) on city property. These rodent poisons harm a shocking number of wildlife and pets in Massachusetts, which ingest the poison or the poisoned rodents.

A recent study found 100% of Red-tailed Hawks at a Massachusetts wildlife clinic [tested](#) positive for SGARs. There are effective wildlife-safe alternatives for [rodent control](#) that combine removing food sources, closing access routes, and targeting any remaining rodents.

Mass Audubon's [Rescue Raptors](#) initiative supports campaigns in towns and cities across Massachusetts to reduce the use of these deadly poisons by organizing local groups in their communities

Bringing Rescue Raptors to Lowell

Among the groups that Rescue Raptors supports is [Lowell Loves Wildlife](#), co-founded a year ago by Christine Wilkins and Emily Taranto, and soon after joined by Joanne Dawson.



After a January 2024 kick-off event, the three dedicated volunteers began meeting weekly to chart out their campaign strategy. They started by looking into what Lowell was using for pest management and found that there were hundreds of SGAR bait boxes in use across the city.

“We did a ton of research and had a very detailed understanding of what Lowell was doing on city property to manage rodents—which was key in developing our talking points,” said Dawson. With this knowledge, the volunteers crafted their campaign story and materials to use as they began to build their network and organize in their neighborhoods.

Gaining Community Support

They tabled at community events and hosted their own gatherings. “It was important in growing support for this in the city that we talked to tons of regular people,” said Wilkins. They talked to everyone they encountered—colleagues, neighbors, friends, classmates, business owners—and presented at Neighborhood Group meetings, School Committee meetings, and Board of Health Meetings. They were polite, persistent, and persuasive. And it worked!

At a couple of community events last fall, the Lowell Loves Wildlife volunteers eventually connected with some city councilors. A few of them became allies, and eventually a city councilor decided to propose a motion to prohibit SGAR use on city property. The Lowell Loves Wildlife members spoke at the City Council meeting and distributed a packet of information to each councilor.

A Win for Wildlife

As the motion worked its way through the city’s legal department and the board of health, the group continued its outreach and built people power. On February 4, the city ordinance was on the Lowell City Council meeting agenda, and dozens of activists showed up, surprising the city council members. After all the months of outreach and networking, the volunteers did it—the ordinance passed unanimously!

That night, Taranto shared, “I am overjoyed. I want to give a tremendous thank you to the Lowell City Council, all the eloquent and impassioned speakers who spoke in support of the ordinance, and the overflowing community support we have received this past year. I am very proud of Lowell for taking this step to protect our community and environment. Our future efforts will be focused on educating the community about alternative strategies to using these poisons and trying to ban SGARs on a statewide level. I am very proud to be a part of a team of such strong people and am thrilled at what we were able to accomplish in just one year!”

How You Can Rescue Raptors

These developments are major steps in the campaign to protect raptors and other wildlife from rodent poisons. But to allow raptors and wildlife to thrive across Massachusetts, the use of SGARs will have to be curtailed in all corners of the state.

To achieve that vision, Mass Audubon is supporting and training local advocates to organize campaigns to reduce rodenticide use in communities across Massachusetts. We hope you’ll join us.

Poison-Free Pest Control

Rats and mice have coexisted with humans for thousands of years. Despite aggressive efforts to exterminate them across the world, only isolated human settlements such as some islands and the province of Alberta, Canada, have managed to eliminate human-dependent rodents entirely. For most communities, rats and mice are here to stay.

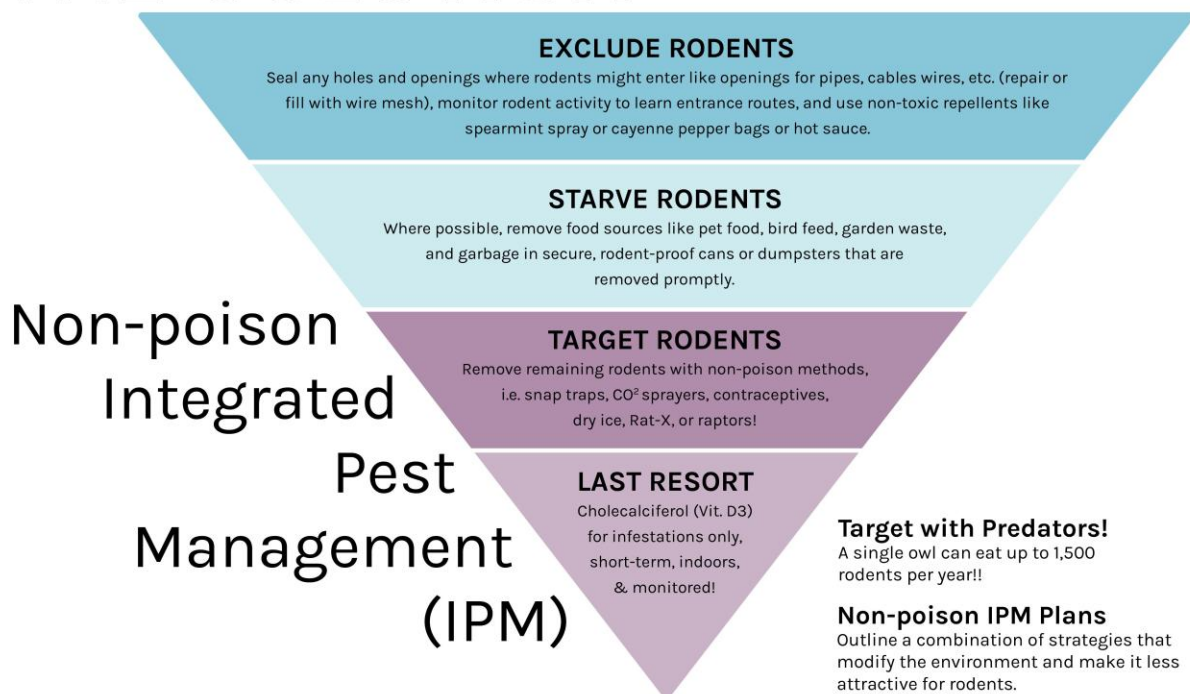
Encountering rodents in your home, business, or other indoor spaces can be stressful and uncomfortable. But wildlife-killing rodenticides aren't a long-term solution to rodent problems.

To thrive indoors, all rodents need an access route and a source of food. As long as these factors remain, more rodents will keep returning to indoor spaces, regardless of how many are poisoned. And since individual rodents typically have a range of one city block, poisoning rodents in one building won't keep others from coming back.

How to Control Rodents Without Rodenticides

The only way to permanently keep rodents out of an indoor space is through a process called integrated pest management—a combined approach of removing food sources, closing access routes, and killing or removing any remaining rodents.

THE SOLUTION



Exclude Rodents

Rodents fit through holes as small as a quarter. To keep them out of your space:

- Seal any holes in roofs, basements, crawlspaces, and walls

- Use wire mesh extending partially into the ground to block off spaces under porches
- Seal opening around cables, pipes, and wires where they enter your space

Remove Food Sources

Rodents will eat almost anything. To starve them out of your space:

- Never leave pet food out for prolonged periods
- If you feed birds, only use small amounts of seed at a time, bring in feeders at night, and pick up fallen seed
- Harvest all food in gardens quickly
- Keep garbage cans securely covered

Target Remaining Rodents

Without food or access, rodents won't last long. If you must get rid of remaining rodents quickly, consider non-poison methods:

- Snap-traps: be sure to only use snap traps where they cannot be accessed by children, pets, or other wild animals.
- Rodent contraceptives: Products that reduce rodents' fertility, reducing their populations gradually over time.
- CO₂ Traps: These traps immediately and painlessly kill rodents by suffocating them with sudden bursts of CO₂ once they enter traps

Never use glue traps—they trap rodents without killing them, causing immense suffering, and often capture birds and other animals. For more information, check out these resources from [Raptors are the Solution](#).

Trust Nature

A single family of barn owls can eat 1,000 to 3,000 rodents in a year. When we poison them, we destroy nature's pest control. [Predators can control more of our pest issues if we let them](#)

How to Recognize SGARs in Your Community

Wildlife advocates can easily identify SGARs. Federal law requires pest control professionals to place SGARs within tamper-proof bait boxes, typically made of black plastic and roughly the size of a shoebox. Pest control professionals generally place bait boxes in places with high rat populations, like basements, attics, alleys, or under porches. All bait boxes must be labeled with the type of poison they contain.

The most common SGARs include:

- Brodifacoum (Brand names Mouser, Ratak, Talon)
- Bromadiolone (Brand names Maki Mini Blok, Contrac)

- **Difenacoum (Di-Kill)**
- **Difethialone (First Strike, Hombre)**

If you recognize a bait box that contains SGARs in your community, consider discussing the dangers of these poisons to wildlife with the property owner, and the steps they can take to control rodent populations with poison-free methods.

CITY OF HOLYOKE

RESOLUTION IN SUPPORT OF S. 2721/H. 965:

AN ACT RESTRICTING THE USE OF RODENTICIDES IN THE ENVIRONMENT

WHEREAS, second-generation anticoagulant rodenticides (SGARs) are widely used to control rodent populations but persist in the environment and cause secondary poisoning in wildlife, including birds of prey, foxes, and other animals that naturally help control rodent populations; and

WHEREAS, wildlife rehabilitators and scientific studies in Massachusetts have documented widespread exposure to anticoagulant rodenticides among raptors and other predators that play an important role in maintaining ecological balance; and

WHEREAS, the City of Holyoke is home to a rich natural environment including the Connecticut River corridor, Mount Tom, and other habitats, that support hawks, owls, eagles, and other wildlife that provide natural rodent control; and

WHEREAS, rodenticides that accumulate in the food chain can harm these beneficial species and undermine the natural systems that help regulate rodent populations in both the urban and rural areas in our city; and

WHEREAS, House Bill 965, *An Act Restricting the Use of Rodenticides in the Environment*, would reduce the environmental impacts of anticoagulant rodenticides while still allowing their use during documented public health emergencies; and

WHEREAS, the bill promotes integrated pest management practices that prioritize safer, more sustainable approaches to rodent control while protecting public health and wildlife;

NOW, THEREFORE, BE IT RESOLVED, that the Holyoke City Council hereby expresses its hearty support for Senate Bill 2721 and House Bill 965 and urges the Massachusetts General Court to pass this legislation; and

BE IT FURTHER RESOLVED, that copies of this resolution be transmitted to the Governor of Massachusetts, the Speaker of the House, the President of the Senate, the Joint Committee on Environment and Natural Resources, and the members of the Holyoke legislative delegation.

HOUSE No. 804

The Commonwealth of Massachusetts

PRESENTED BY:

Sean Garballey and Cindy F. Friedman

To the Honorable Senate and House of Representatives of the Commonwealth of Massachusetts in General Court assembled:

The undersigned legislators and/or citizens respectfully petition for the adoption of the accompanying bill:

An Act authorizing the town of Arlington to prohibit use of second generation anti-coagulant rodenticides by commercial pesticide applicators.

PETITION OF:

NAME:	DISTRICT/ADDRESS:	DATE ADDED:
<i>Sean Garballey</i>	<i>23rd Middlesex</i>	<i>1/11/2023</i>
<i>Cindy F. Friedman</i>	<i>Fourth Middlesex</i>	<i>1/11/2023</i>
<i>David M. Rogers</i>	<i>24th Middlesex</i>	<i>1/17/2023</i>
<i>Michelle L. Ciccolo</i>	<i>15th Middlesex</i>	<i>4/10/2023</i>

HOUSE No. 804

By Representative Garballey of Arlington and Senator Friedman, a joint petition (accompanied by bill, House, No. 804) of Sean Garballey, Cindy F. Friedman and David M. Rogers (by vote of the town) that the town of Arlington be authorized to prohibit use of second generation anti-coagulant rodenticides by commercial pesticide applicators in said town. Environment and Natural Resources. [Local Approval Received.]

[SIMILAR MATTER FILED IN PREVIOUS SESSION
SEE HOUSE, NO. 5431 OF 2021-2022.]

The Commonwealth of Massachusetts

**In the One Hundred and Ninety-Third General Court
(2023-2024)**

An Act authorizing the town of Arlington to prohibit use of second generation anti-coagulant rodenticides by commercial pesticide applicators.

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

1 SECTION 1. Notwithstanding chapter 132B of the General Laws or any other general or
2 special law to the contrary, the town of Arlington may regulate through local bylaw or board of
3 health regulation or ordinance the use of second generation anti-coagulant rodenticides within
4 the town of Arlington, including prohibiting the use of such pesticides by licensed commercial
5 applicators as defined in 333 C.M.R. 10.00.

6 SECTION 2. This act shall take effect upon its passage.

Restricting the Use of Rodenticides in the Environment

S. 2721/H. 965: An Act restricting the use of rodenticides in the environment

MSPCA Position: Support

Sponsors: Representative Jim Hawkins and Senator Mike Moore

Status: Referred to [Joint Committee on Environment and Natural Resources](#). [Hearing held 10/27/2025](#). S. 644 redrafted by the Joint Committee on Environment and Natural Resources as S. 2721 and referred to [Senate Committee on Ways & Means](#).

Overview: This legislation would restrict the use of Anticoagulant Rodenticides (ARs) in Massachusetts to protect wildlife, pets, people, and the environment.

What this bill will do: This bill will end the registration and reregistration of anticoagulant rodenticides (ARs), unless deemed necessary for a public health emergency by the Massachusetts Department of



agriculture and resources (MDAR). This bill also gives the department the ability to establish a process and standards for the limited use of anticoagulant rodenticides by licensed applicators in public health emergencies.

Why is this legislation needed? Anticoagulant

Rodenticides (ARs) are a particularly toxic group of poisons used as a form of rodent control. When ingested, ARs prevent the clotting of blood, and cause the animal who ingested it to sustain heavy internal bleeding, eventually causing death. The poison remains in the dead or dying rodent's system for days. These poisons are broken into two categories: first generation known as FGARs (Chlorophacinone, Diphacinonon, and Warfarin) and second generation known as SGARs (Brodifacoum, Bromadiolone Difenacoum, and Difethialone). First-generation anticoagulant rodenticides last for approximately 7 days in an animal's system, but SGARs are more potent and generally last for 4 weeks, making them more dangerous to other animals who ingest poisoned prey.

ARs impact non-targeted pets and wildlife populations, such as birds of prey, who rely on the poisoned rodents as a food source. As a result, the cats and dogs, hawks, eagles, owls, and bobcats who are exposed often suffer the same fatal hemorrhaging as their meal.

While ARs are prohibited for residential consumer purchase in the Commonwealth, commercial use is allowed for licensed pesticide companies.

Do you have a rodent problem?

- Rodent-proof your home. Lethal methods are a temporary fix, at best. Instead, remove or securely contain any potential food sources for rodents. Repair any exterior areas of your home to prevent rodents from coming inside. [Read more about critter-proofing.](#)
- If you choose to use a problem animal control company, [ask questions so you know their practices.](#) Look for an integrated pest management company that uses multiple approaches to pest control instead of relying solely on poisons. You can request that the company avoid using SGAR products including brodifacoum, bromadiolone, difenacoum, or difethialone.

In the news:

- [Could banning some rat poisons lead to better pest control in Mass.?](#) MassLive. February 19, 2025.
- [Bald eagles are America's national symbol. Let's stop poisoning them.](#) Boston Globe (editorial). July 3, 2023.
- ['Particularly devastating': Bald eagle 'MK' succumbs to poisoning after being rescued in Arlington,](#) Boston.com. March 2, 2023.

This owl's family unknowingly fed on rodents who had ingested rat bait that contained second generation anticoagulant rodenticides (SGARs) and over the course of a week they succumbed to its deadly effects.

Photo: New England Wildlife Center

Additional Resources:

- [Learn more about rodenticides.](#)
- [Find out who your state senator and state representative are.](#) Ask them to support this bill.
- [Join the Animal Action Team](#) to receive news and alerts on all of our efforts—and to learn how you can help.

Note: Pesticide Issues/Complaints/Questions can be left on the MDAR Pesticide Division Enforcement phone line at 617-626-1782. This is a recorded line. Please leave a message and an Inspector will return the call. Or if preferred the **Complaint Form** can be completed and submitted. Please use the following link: <https://www.mass.gov/forms/pesticide-enforcement-complaint-form>

Co-Sponsors

Updated 10/23/2025

State Senators:

Name	District/Address
Michael O. Moore	Second Worcester
Paul W. Mark	Berkshire, Hampden, Franklin and Hampshire
Joanne M. Comerford	Hampshire, Franklin and Worcester
Mark C. Montigny	Second Bristol and Plymouth
James B. Eldridge	Middlesex and Worcester
John J. Cronin	Worcester and Middlesex
Dylan A. Fernandes	Plymouth and Barnstable
Jacob R. Oliveira	Hampden, Hampshire and Worcester
Edward J. Kennedy	First Middlesex
Jason M. Lewis	Fifth Middlesex
Patricia D. Jehlen	Second Middlesex
Michael J. Barrett	Third Middlesex
Cindy F. Friedman	Fourth Middlesex

State Representatives:

Name	District/Address
James K. Hawkins	2nd Bristol
Carmine Lawrence Gentile	13th Middlesex
David T. Vieira	3rd Barnstable
Steven Owens	29th Middlesex
Kristin E. Kassner	2nd Essex
Angelo J. Puppolo, Jr.	12th Hampden
Marc T. Lombardo	22nd Middlesex
James Arciero	2nd Middlesex
James C. Arena-DeRosa	8th Middlesex
Jennifer Balinsky Armini	8th Essex
Michelle L. Badger	1st Plymouth
Christine P. Barber	34th Middlesex
John Barrett, III	1st Berkshire
Natalie M. Blais	1st Franklin

Name	District/Address
Bruce E. Tarr	First Essex and Middlesex
Joan B. Lovely	Second Essex
Patrick M. O'Connor	First Plymouth and Norfolk
Sal N. DiDomenico	Middlesex and Suffolk
Paul R. Feeney	Bristol and Norfolk
Robyn K. Kennedy	First Worcester
Pavel M. Payano	First Essex
Kelly A. Dooner	Third Bristol and Plymouth
William J. Driscoll, Jr.	Norfolk, Plymouth and Bristol
Peter J. Durant	Worcester and Hampshire
John F. Keenan	Norfolk and Plymouth
Lydia Edwards	Third Suffolk

Name	District/Address
Simon Cataldo	14th Middlesex
Tackey Chan	2nd Norfolk
Michelle L. Ciccolo	15th Middlesex
Mike Connolly	26th Middlesex
Manny Cruz	7th Essex
Leigh Davis	3rd Berkshire
Marjorie C. Decker	25th Middlesex
Kip A. Diggs	2nd Barnstable
Mindy Domb	3rd Hampshire
Kate Donaghue	19th Worcester
Daniel M. Donahue	16th Worcester
Patricia A. Duffy	5th Hampden
Rodney M. Elliott	16th Middlesex
Tricia Farley-Bouvier	2nd Berkshire
Kimberly N. Ferguson	1st Worcester
Christopher Richard Flanagan	1st Barnstable
William C. Galvin	6th Norfolk
Sean Garballey	23rd Middlesex
Judith A. Garcia	11th Suffolk
Colleen M. Garry	36th Middlesex
John R. Gaskey	2nd Plymouth
Jessica Ann Giannino	16th Suffolk
Carlos González	10th Hampden
Kenneth I. Gordon	21st Middlesex
Richard M. Haggerty	30th Middlesex
Natalie M. Higgins	4th Worcester
Kevin G. Honan	17th Suffolk
Tara T. Hong	18th Middlesex
Vanna Howard	17th Middlesex
Steven S. Howitt	4th Bristol
Bradley H. Jones, Jr.	20th Middlesex
Hannah Kane	11th Worcester

Name	District/Address
Patrick Joseph Kearney	4th Plymouth
Sally P. Kerans	13th Essex
Meghan K. Kilcoyne	12th Worcester
Michael P. Kushmerek	3rd Worcester
Kathleen R. LaNatra	12th Plymouth
John J. Lawn, Jr.	10th Middlesex
David Henry Argosky LeBoeuf	17th Worcester
Jack Patrick Lewis	7th Middlesex
David Paul Linsky	5th Middlesex
Jay D. Livingstone	8th Suffolk
Hadley Luddy	4th Barnstable
William F. MacGregor	10th Suffolk
Adrian C. Madaro	1st Suffolk
John J. Marsi	6th Worcester
Joseph D. McKenna	18th Worcester
Paul McMurtry	11th Norfolk
Joan Meschino	3rd Plymouth
Thomas W. Moakley	Barnstable, Dukes and Nantucket
Samantha Montaña	15th Suffolk
Frank A. Moran	17th Essex
John Francis Moran	9th Suffolk
David K. Muradian, Jr.	9th Worcester
Brian W. Murray	10th Worcester
Tram T. Nguyen	18th Essex
Adrienne Pusateri Ramos	14th Essex
Sean Reid	11th Essex
David Allen Robertson	19th Middlesex
David M. Rogers	24th Middlesex
John H. Rogers	12th Norfolk
Lindsay N. Sabadosa	1st Hampshire
Amy Mah Sangiolo	11th Middlesex

Name	District/Address
Aaron L. Saunders	7th Hampden
Adam J. Scanlon	14th Bristol
Margaret R. Scarsdale	1st Middlesex
Greg Schwartz	12th Middlesex
Danillo A. Sena	37th Middlesex
Dawne Shand	1st Essex
Todd M. Smola	1st Hampden
Thomas M. Stanley	9th Middlesex
Erika Uytterhoeven	27th Middlesex
Andres X. Vargas	3rd Essex
Marcus S. Vaughn	9th Norfolk
Tommy Vitolo	15th Norfolk
Thomas P. Walsh	12th Essex
Richard C. Wells, Jr.	7th Norfolk
Susannah M. Whipps	2nd Franklin
Steven George Xiarhos	5th Barnstable
Jonathan D. Zlotnik	2nd Worcester
Hannah Bowen	6th Essex
Lisa Field	3rd Bristol

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