

City of Fall River Massachusetts

Office of the City Clerk

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2016 APR -1 P 5:30

**PLEASE NOTE: CLERICAL ERROR OCCURRED ON DATE OF MEETING
(ORIGINAL AGENDA POSTED ON APR. 1, 2016 AT 3:56 PM)*

APRIL 1, 2016

MEETINGS SCHEDULED FOR NEXT WEEK

ALISON M. BOUCHARD
CITY CLERK

CITY COUNCIL CHAMBER, ONE GOVERNMENT CENTER **INÊS LEITE**
ASSISTANT CITY CLERK

***TUESDAY, APRIL 5, 2016**

5:00 P.M. COMMITTEE ON HEALTH AND ENVIRONMENTAL AFFAIRS

**6:00 P.M. COMMITTEE ON FINANCE OR IMMEDIATELY FOLLOWING THE
COMMITTEE ON HEALTH AND ENVIRONMENTAL AFFAIRS IF THAT MEETING RUNS PAST
6:00 P.M.**

1. Discussion with CDA officials re: Year Two Annual Action Plan (referred 3-22-16)
2. Resolution - status and maintenance of windows at Government Center (ref. 3-22-16)
3. Resolution - status and balances of employee health care accounts (ref. 7-15-14)
4. Resolution with Administration and DOR reps re: findings of pro-forma audit (ref. 9-9-14)

AGENDA

**7:00 P.M. REGULAR MEETING OF THE CITY COUNCIL OR IMMEDIATELY
FOLLOWING THE COMMITTEE ON FINANCE MEETING IF THAT MEETING
RUNS PAST 7:00 P.M.**

PRIORITY MATTERS

1. *Mayor req. confirmation of appointments to the Board of Election Commissioners:
 - a. Atty. Gregory Brilhante (reappointment)
 - b. Daryl Gonyon (reappointment)
 - c. Manuel Leite (new appointment)
2. *Mayor and resolution authorizing submission of Year Two Annual Action Plan
3. *Mayor and Section 108 Loan Application
4. *Mayor and EMS Enterprise Fund (FY17 Proposed Budget)
5. *Mayor and order to rescind Sanitation Enterprise Account
6. *Mayor and proposed ordinance re: Financial Services Division

PRIORITY COMMUNICATIONS

7. *Fall River School Department CFO re: Fiscal Year 2016 Transportation Shortfall

COMMITTEE REPORTS

Committee on Finance recommending:

Grant leave to withdraw:

8. Resolution – Administration discuss Child Development program

Committee on Public Works and Transportation recommending:

Action:

9. *Resolution – Snow removal plans for future storms

Grant leave to withdraw:

10. Order and Final Report – Acceptance of Kingsley Street from New Boston Road to dead end

Committee on Human Services, Housing & Elder Affairs recommending:

Grant leave to withdraw:

11. Resolution – Veterans' housing

ADA Coordinator: Gary P. Howayeck, Esq. 508-324-2650

One Government Center • Fall River, MA 02722

TEL 508-324-2220 • FAX 508-324-2211 • EMAIL city_clerks@fallriverma.org

Committee on Public Safety recommending:

Grant leave to withdraw:

12. Resolution – Discuss designation of High Intensity Drug Trafficking Area

Committee on Ordinances and Legislation recommending:

First reading:

13. Proposed ordinance – Waterway Permit Decal

All readings with Emergency Preamble:

14. *Proposed ordinance – Traffic, handicapped parking

Grant leave to withdraw:

15. Resolution-change Com. on Public Safety to Com. on Public Safety & Neighborhood Groups
16. Communication–Chr., Bd. of Park Commissioners re: closing of Oak Grove Cemetery gates
17. Resolution–Consider ordinance limiting height of fences to 6 or 8 feet
18. Resolution–Boston Residents Jobs Police
19. Resolution–Create sub-committee on capital improvements and bonding

ORDINANCES – None

RESOLUTIONS

20. *Administration work with City Collector to install a system to inform customers when next clerk is available
21. *Com. on Real Estate convene to discuss inventory of city owned buildings including tax title properties
22. *Creation of Rebranding Committee

CITATIONS – None

ORDERS – HEARINGS FOR TONIGHT

Auto Body Shop license:

23. Robert L. Eleuterio d/b/a Eddie & Son Auto Body & Marine Repair at 115 Maple Street

ORDERS – HEARINGS TO BE SCHEDULED – None

ORDERS – NO HEARING REQUIRED – None

ORDERS – MISCELLANEOUS

24. Police Chief's report on licenses
25. Auto Body Shop license renewals
26. Auto Repair Shop license renewals

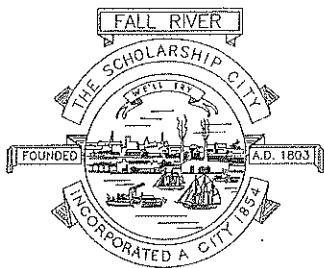
COMMUNICATIONS – INVITATIONS – PETITIONS

27. *Claims
28. Communications from employees of Fall River School Department re: 2016-2017 School Year shortfall
29. Communication from city resident regarding restriction of Narcan
30. Drainlayer licenses
31. *Disclosure by Special Municipal Employee of Financial Interest in a municipal contract
32. *Comm. from AG re: OML complaint of 2-16-16 Com. on Ordinances & Legislation
33. *Comm. from AG re: OML complaint of 2-16-16 Com. on Ordinances & Legislation (amended)
34. *Patrick Higgins and OML Complaint re: City Council Meeting of February 9, 2016
35. *Patrick Higgins and OML Complaint re: City Council Meeting of February 23, 2016
36. *Patrick Higgins and OML Complaint re: City Council Meeting of March 8, 2016

BULLETINS – NEWSLETTERS – NOTICES – None


City Clerk

ADA Coordinator: Gary P. Howayeck, Esq. 508-324-2650



City of Fall River Massachusetts
Office of the City Clerk

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CITY CLERK
FALL RIVER, MA

APRIL 1, 2016

MEETINGS SCHEDULED FOR NEXT WEEK
CITY COUNCIL CHAMBER, ONE GOVERNMENT CENTER

ALISON M. BOUCHARD
CITY CLERK

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INÊS LEITE
ASSISTANT CITY CLERK

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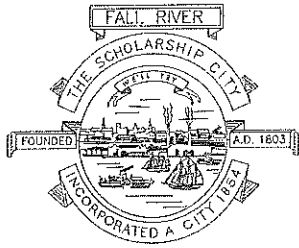
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City Clerk

ADA Coordinator: Gary P. Howayeck, Esq. 508-324-2650



**City of Fall River
Massachusetts
Office of the Mayor**

Finance 1

RECEIVED

2016 MAR 17 A 10:29

JASIEL F. CORREIA II
Mayor

CITY CLERK
FALL RIVER, MA

March 17, 2016

Council President Shawn Cadime & City Councilors
One Government Center
Fall River, MA 02722

Dear President Cadime & City Councilors:

I am pleased to forward to you the City of Fall River Year Two Annual Action Plan which I propose to file with the U.S. Department of Housing and Urban Development (HUD) for continued funding of the Community Development Block Grant (CDBG), Emergency Solutions Grant (ESG) and Home Investment Partnerships (Home) Programs. The Action Plan details activities to be undertaken during the July 1, 2016- June 30, 2017 program year.

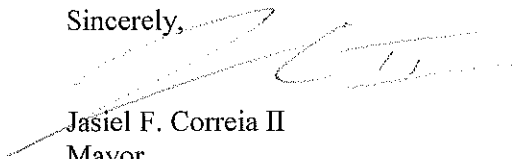
Under a separate cover on March 30, 2016 I shall submit a proposed resolution for your consideration at your April 5th meeting. The resolution would authorize submission of the City of Fall River Year Two Annual Action Plan with the U.S. Department of Housing and Urban Development (HUD). The Year Two Annual Action Plan is being submitted to you now in order to provide adequate review time prior to City Council consideration of the resolution at the April 5th meeting.

The proposed program of activities, which was advertised February 26th for public comment, was developed on the basis of testimony and proposals received at public hearings held January 6th and March 9th.

The timetable provides for submission of the Year Two Annual Action Plan no later than May 4, 2016.

Should you or any other Councilor have questions or comments prior to April 5th, I urge you to immediately contact Michael P. Dion, Executive Director/ CFO of the Community Development Agency. Mr. Dion will also be present at the City Council meeting to respond to any questions.

Sincerely,


Jasiel F. Correia II
Mayor

Enclosure

CITY OF FALL RIVER
IN CITY COUNCIL
MAR 22 2016

*Referred to the p.
Committee on Finance*

City of Fall River, In City Council

Finance 2

(Councilor Cliff Ponte)

WHEREAS, glass from a broken window on the sixth floor of Government Center fell to the ground on the Third Street entrance, and

WHEREAS, numerous windows have been broken for years without being repaired or replaced, and

WHEREAS, this is a public safety hazard due to the number of residents that must conduct business at Government Center daily, now therefore

BE IT RESOLVED, that the City Council Committee on Public Safety convene to discuss this very important matter, and

BE IT FURTHER RESOLVED, that the City Council requests immediate action to repair the window and that the barriers on the east side of Government Center be removed, and

BE IT FURTHER RESOLVED, that the Administration appear before the next Finance Committee meeting to discuss the status of and the maintenance of the windows at Government Center.

In City Council, March 22, 2016
Adopted, as amended, 8 yeas

A true copy. Attest:

Alison M. Bouchard

City Clerk

Finance 3

City of Fall River, In City Council

(Councilor Daniel M. Rego)

WHEREAS, the City of Fall River is responsible for 75% of employee health care premiums, now therefore

BE IT RESOLVED, that the Administration be invited to a meeting of the Committee on Finance to give an update on the status and balances of these accounts.

In City Council, July 15, 2014
Adopted

Approved, July 17, 2014
William A. Flanagan, Mayor

A true copy. Attest:

Alison M. Bouchard
City Clerk

City of Fall River, In City Council

Finance 4

(Councilor Michael L. Miozza)
(Councilor Raymond A. Mitchell)

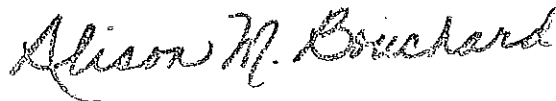
WHEREAS, the City Administrator, Cathy Ann Viveiros, told the City Council Committee on Finance at an August 12, 2014 meeting that the Department of Revenue had completed a pro-forma audit, now therefore

BE IT RESOLVED, that the Administration's finance team and members of the Department of Revenue be invited to a future Fall River City Council Committee on Finance meeting to discuss the finding from that audit.

In City Council, September 9, 2014
Adopted

Approved, September 11, 2014
William A. Flanagan, Mayor

A true copy. Attest:



City Clerk



City of Fall River
Massachusetts
Office of the Mayor

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2016 MAR 31 P 4:51

CITY CLERK _____
FALL RIVER, MA

JASIEL F. CORREIA II
Mayor

March 31, 2016

Honorable City Council
City of Fall River
One Government Center
Fall River, MA 02722

RE: Election Commission

Honorable Council:

I hereby request your approval of the following reappointment:

NAME: Atty. Gregory Brilhante

ADDRESS: 114 Adams Street
Fall River, MA

POSITION: Election Commissioner

EFFECTIVE DATE: April 1, 2016

TERM EXPIRES: April 1, 2020

Best Regards,


Jasiel F. Correia II
Mayor

GREGORY A. BRILHANTE

114 Adams Street
Fall River, MA 02720
(Work) 508-679-2166
(Cell) 508-496-6755

LEGAL EXPERIENCE:

Partner

Horvitz & Brilhante, L.L.P. (formerly Horvitz, Kyriakakis & Donnelly), 321 North Main Street, Fall River, Massachusetts.

- - Concentration in municipal law, land use, labor and employment law, personal injury law, criminal law, probate, and civil litigation.

EDUCATION:

New England School of Law J.D. Boston, MA 1986
University of Rhode Island B.A. Kingston, RI 1981

EMPLOYMENT:

Partner/Associate Attorney

Horvitz & Brilhante, LLP 1984 - present

NON-LEGAL EXPERIENCE:

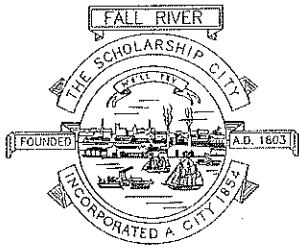
Community Development-Recreation, Board of Directors
Fall River School Committee
Dixman Regional Vocational Technical High School, District Committee
Fall River Retirement Board
Fall River Zoning Board of Appeals

PROFESSIONAL ORGANIZATIONS:

Association of Trial Lawyers of America
American Bar Association
Massachusetts Bar Association

INTERESTS:

Basketball and other sports
My son, Myles Brilhante



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City of Fall River
Massachusetts
Office of the Mayor

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CITY CLERK _____
FALL RIVER, MA

JASIEL F. CORREIA II
Mayor

March 31, 2016

Honorable City Council
City of Fall River
One Government Center
Fall River, MA 02722

RE: Election Commission

Honorable Council:

I hereby request your approval of the following reappointment:

NAME: Daryl Gonyon

ADDRESS: 76 Frost Street
Fall River, MA 02721

POSITION: Election Commissioner

EFFECTIVE DATE: April 1, 2016

TERM EXPIRES: April 1, 2020

Best Regards,

Jasiel F. Correia II
Mayor

Daryl Gonyon
76 Frost Street
Fall River MA 02721

Home phone: 508 672-4822
Home fax: 508 673-5280
E-mail: rosorg@aol.com

SENIOR EXECUTIVE: ADMINISTRATION - OPERATIONS - HUMAN RESOURCES

- Visionary leader accomplished at Strategic Planning.
"The CEO of any business should hire Daryl as their # 1 assistant."
Robert (Bobby) Watkins, Jr. – Retired Vice President, Joseph E. Seagram & Sons.
- Over 22 years experience maximizing resources through innovation.
"I would hire Daryl for any position." U.S. Representative Barney Frank.
- "Daryl Gonyon has taken the Narragansett Indian Tribe to a higher level."
Matthew Thomas, Indian Chief.
- "Daryl has done more good work for Westport than the two previous Town Administrators combined." Westport Selectman Marjorie Holden.
- "A skilled communicator and Team Builder who maximizes efficiencies and productivity through boosting employee morale and performance.
Captain Gonyon – Outstanding Officer of the Year Award / Decorated Vietnam Vet - has provided superb leadership and made outstanding contributions to the Air Force." Brigadier General Frederick Kyler.

PROFESSIONAL EMPLOYMENT:

Town Administrator.....	Westport MA.
City Director of Personnel Administration.....	City of Fall River MA.
Human Resources Manager.....	New Directions, New Bedford MA.
Regional Vice President.....	Travelers / Primerica, New Bedford MA.
Personnel Director.....	Narragansett Indians, Charlestown RI.
Chief Administrative Officer / Operations Officer.....	U.S. Air Force.

Education:

1. MA degree Management & Supervision, Central Michigan University.
2. BS degree Law Enforcement & Corrections, University of Nebraska.
- Many seminars in Affirmative Action, Equal Opportunity and Race Relations.
- Computer literacy: use computers 90 % of all working time.

SIGNIFICANT PROFESSIONAL EXPERIENCES:

Budget Management

1. \$7,000,000 – City of Fall River Personnel Department.
 - Reduced Health Care costs by \$350,000.
 - Established Blue Cross / Blue Shield Monitoring service, saving \$50,000 yearly.

PROFESSIONAL EXPERIENCES of Daryl Gonyon continued:

Budget Management continued:

2. \$100,000,000 – City of Fall River – City Council Approval Responsibility – I served two terms as an elected City Councilor: 1980 - 1985.
 - Led effort to eliminate \$235,000 long-standing city contract for services.
 - Led effort to eliminate \$148,000 unnecessary police sub-station.

Organization Development:

1. Chaired City of Fall River Re-organization Committee: 1984-1985.
 - Resulted in changes to major City Departments, merging some, eliminating others, saving many thousands of dollars.
2. Implemented City of Fall River Task Force Re-organization Plans while serving as City Director of Personnel Administration: 1985-1987.
 - Continued major changes to City Departments and management restructuring, resulting in greater operating efficiency and further savings of expenses.
3. Initiated Re-organization of New Directions: year 2000.
 - Resulted in much greater management control and accountability.

Miscellaneous Business Administration Experiences:

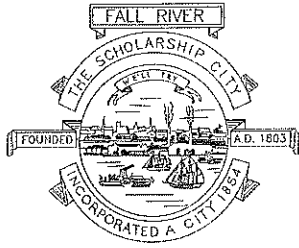
1. Conducted comprehensive Job-audits for Narragansett Indian Tribe and New Directions, resulting in New Pay Scales.
2. Developed comprehensive, new Policy & Procedures Manuals for Narragansett Indian Tribe and New Directions, resulting in federal and state compliant operations.

National Involvement:

1. Developed largest volunteer group in U.S. for Ethiopian Famine Relief – 1984. Resulted in recruiting volunteers from three states.
 - Received Congressional praise for this effort - full page write-up in Congressional Record – 1985.

Military:

1. Chief Human Resources Officer of 300 person organization in Europe.
2. Chief Operations Officer of 32 Air Force Recruiting offices in New York City and Long Island, NY.
3. Chief Executive Officer of 2 organizations in Vietnam.
4. Aide to Congressional Board of Inquiry.
5. Distinguished Graduate of Officer's Training School.



**City of Fall River
Massachusetts
Office of the Mayor**

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2016 MAR 31 P 4:51

JASIEL F. CORREIA II
Mayor

CITY CLERK _____
FALL RIVER, MA _____

March 31, 2016

Honorable City Council
City of Fall River
One Government Center
Fall River, MA 02722

RE: Election Commission

Honorable Council:

I hereby request your approval of the following appointment:

NAME: Manuel Leite

ADDRESS: 128 Dunbar Street
Fall River, MA 02723

POSITION: Election Commissioner

EFFECTIVE DATE: April 1, 2016

TERM EXPIRES: April 1, 2020

Best Regards,

Jasiel F. Correia II
Mayor

Manuel Leite
128 Dunbar Street
Fall River, MA 02723
(401) 480-3640 or (401) 480-8380
mleite@sailsinc.org

EDUCATION

University of Rhode Island, Kingston, RI
Masters of Library Science, 1999

University of Massachusetts-Dartmouth, North Dartmouth. MA
Bachelors of Arts, Philosophy, 1997

PROFILE

Twelve years in public library administration, eighteen years in academic and public libraries. Extensive knowledge of administrative principles and practices. Awareness of supervision and personnel administration. Dynamic interpersonal, communication, and leadership skills. Knowledge of current library practices and procedures. Ability to supervise, plan and prioritize.

Community Connection
Budget Development
Facilities Management

Program Coordinator
Cultivate Donors
Grant Writing

EMPLOYMENT

Library Director, Boyden Library
Foxboro, MA 2015 – Present

- Plan administers program of services
- Submit recommendations on policies/services to Board of Trustees and implements policy decisions
- Analyze, selects and executes recommendations of personnel
- Analyze and coordinates departmental budget estimates
- Administer personnel regulations, interviews and appoints job applicants
- Plan and conducts staff meetings and participates in community and professional meetings

Library Director, East Bridgewater Public Library
East Bridgewater, MA 2007 – 2015

- Provides vision and strategic direction in alignment with the Library's mission
- Initiates monthly staff meetings, annual personnel reviews, and staff manual
- Develops and manages budget, increasing funding by 9.2 % in FY2016
- Plans, Publicizes, & Executes Adult Programming
- Representation at Town and State Meetings & Functions

- Collection development and management of collection
- Generated long-range plans for Library with annual action plans
- Public Relations Liaison between Community Schools, Groups and Organizations
- Successfully obtained and administered \$75,000 grant towards a Library Feasibility Study
 - Created and completed extensive Library Building Program document
 - Participated in Architect & Owner Project Manager search/selection
 - Member of the East Bridgewater Public Library Building Needs Committee

Board of Directors, SAILS Inc Network

Lakeville, MA 2008-2010; 2014 - Present

- Network President 2009-2010
- Network Vice President 2008-2009
- Vice President/President Elect 2015 – Present
- Long Range Planning Committee Member 2011-Present

Executive Board, Massachusetts Library Association

- Committee Chair – Education & Personnel 2015-Present

Assistant Director/Head of Reference; Tiverton Library Services

Tiverton, RI 2004 – 2007

- Select Materials & Develop Collections
- Manage Reference Services
- Administer & Evaluate Employees
- Assist with the Planning Process & Implementation of the Long Range, Technology, & Disaster Preparedness Plan
- Plan, Publicize, & Execute Adult Programming
- Create & Maintain Library's Website
- Review & Recommend Library Databases
- Provide Direct Service to the Public
- Represent the Library at Town and State Meetings & Functions
- Public Relations Liaison between Community, Schools and Local Organizations
- Create monthly Statistical Reports to the Library Director

Library Director, East Lake Community Library

Palm Harbor, FL, 2001 – 2002

- Personnel Management
- Maintain, Present, & Defend Annual Budget to Municipal Officers
- Plan and Execute Programs for Children, Teens, and Adults
- Cataloging, Acquisitions, Interlibrary Loan
- Selection and Operation of Electronic Circulation/Reference Systems
- Formed Teen Library Council

Reference Librarian, Pasco County Library System

Pasco County, FL 1999 – 2001

- Provide Reference Assistance using Electronic & Traditional Resources
- Present and Instruct Library Courses
- Maintenance & Development of the Reference Collection

**Reference Desk, Student Internship, University of Rhode Island
Kingston, RI 1997 – 1999**

- Provide Reference Assistance to Students, Faculty, and Scholars
- Conduct Bibliographic Instruction
- Knowledge of Serials, Government Documents, Archives, Electronic Databases, and Reference Materials.

**Library Page, Student Internship, University of Massachusetts-Dartmouth
North Dartmouth, MA 1995-1997**

- Maintain the availability of library materials by shelving books
 - Helped students and faculty locate needed materials
 - Developed a working knowledge about the organization and care of library materials
-

PUBLIC RELATIONS & OUTREACH

Host and Producer, *Turning Pages*
East Bridgewater Community Television
April 2015 – October 2015

Host, *Focus on Tiverton @ Your Library*
Monthly Cable Show
Cox Cable Local Access, Channel 18
Fall 2006-Summer 2007

Guest and Contributor, *Around The Town with Mike Travers*
East Bridgewater Community Television
July 2009 – November 2014

Professional Affiliations:

Massachusetts Library Association	2007 - Present
New England Library Association	2004 – Present
American Library Association	1998 – Present
Rhode Island State Grange	2007 - Present
Rhode Island Library Association	1997 – 2004
Florida Library Association	1999 – 2003

Rhode Island State Grange Scholarship Committee
2010 – Present

Liberal Club of Fall River
2014 – Present

East Bridgewater Business Association
2014 – 2015

- Board of Directors 2015-present

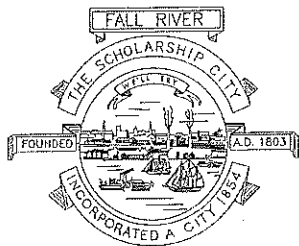
Chair, Personnel Committee, Massachusetts Library Association
2015- Present

Mayor of Fall River's Advisory Council, Public Safety
2015- Present

Trustee, Fall River Public Library
2016 - Present

Continuing Education & Workshops:

- Digital Photography
- Web Development Design & Marketing
- New Technologies in Libraries
- Microsoft Word Extra
- Cool Web Tools
- Be a Support Staff Leader
- Marketing Your Library
- Mining Weblogs for Information
- What's Good to Read?
- Coming Soon to a Library Near You
- eBay for Libraries
- Introduction to CSS
- The Birth of a Construction Project
- Comprehensive Land Use Plan
- Technology Applications for Cities & Towns
- Creating Municipal Websites that Work
- Pod People: Reaching Out to Your Users with Podcasts
- Leadership and Emotional Intelligence
- Social Software: What You Need to Know
- Electronic Bulletin Boards : Tips & Tricks
- Attention All Friends! DVD Rental Programs @ Your Library



City of Fall River
Massachusetts
Office of the Mayor

2

RECEIVED

2016 MAR 30 A 9:07

JASIEL F. CORREIA II
Mayor

CITY CLERK
FALL RIVER, MA

March 30, 2016

Council President Shawn Cadime & City Councilors
One Government Center
Fall River, MA 02722

Dear President Cadime & City Councilors:

I am pleased to forward to you the proposed resolution authorizing submission of the City of Fall River Year Two Annual Action Plan with the U.S. Department of Housing and Urban Development (HUD) for continued funding of the Community Development Block Grant (CDBG), Emergency Solutions Grant (ESG) and Home Investment Partnerships (HOME) Programs. The Action Plan details activities to be undertaken during the July 1, 2016- June 30, 2017 program year.

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The proposed program of activities, which was advertised February 26th for public comment, was developed on the basis of testimony and proposals received at public hearings held January 6th and March 9th.

The timetable provides for submission of the Year Two Annual Action Plan no later than May 4, 2016.

Should you or any other Councilor have any questions or comments prior to April 5th, I urge that you immediately contact Michael P. Dion, Executive Director/CFO of the Community Development Agency. Mr. Dion will be present at the City Council meeting to respond to any questions.

Sincerely,

Jasiel F. Correia II
Mayor

Enclosure

City of Fall River, In City Council

Mayor Jasiel F. Correia II

RESOLUTION OF LOCAL GOVERNING BODY AUTHORIZING SUBMISSION OF THE CITY OF FALL RIVER YEAR TWO ANNUAL ACTION PLAN WITH THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

WHEREAS, the City of Fall River Consolidated Plan integrates and has simplified the planning, application and reporting requirements for the Community Development Block Grant (CDBG), Emergency Solutions Grant (ESG) and Home Investment Partnerships (HOME) Programs, and

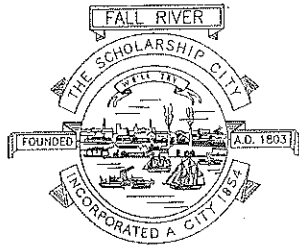
WHEREAS, the overall goal of the Consolidated Plan programs and activities is the development of viable urban communities by providing decent housing and a suitable environment and expanding economic opportunities, principally for low and moderate-income persons, and

WHEREAS, it is anticipated that the U.S. Department of Housing and Urban Development (HUD) will notify the City of Fall River that entitlements will be \$2,608,240 under CDBG, \$234,095 under ESG and \$744,224 under HOME, and

WHEREAS, the Year Two Annual Action Plan provides the necessary assurances and/or certificates of compliance with applicable federal regulations and requirements of the CDBG, ESG and HOME Programs, and

WHEREAS, Mayor Jasiel F. Correia II must be authorized to submit the Year Two Annual Action Plan to the Secretary of the U.S. Department of Housing and Urban Development and to accept and/or execute the Grant Agreements, now therefore

BE IT RESOLVED BY THE FALL RIVER CITY COUNCIL that Mayor Jasiel F. Correia II is authorized to submit the Year Two Annual Action Plan and applications for CDBG, ESG and HOME entitlement funds and to accept and/or execute the contract(s) with the United States of America and to do all things necessary to carry out the Programs, including the execution of contracts and the submission of such reports, certificates, and other materials as the U.S. Department of Housing and Urban Development shall require.



City of Fall River
Massachusetts
Office of the Mayor

JASIEL F. CORREIA II
Mayor

3
RECEIVED
2016 MAR 31 A 9:09

CITY CLERK
FALL RIVER, MA

March 31, 2016

Council President Shawn Cadime & City Councilors
One Government Center
Fall River, MA 02722

Dear President Cadime & City Councilors:

I am pleased to forward to you the Section 108 Loan Application which I propose to file with the U.S. Department of Housing and Urban Development (HUD) for the replacement of fire equipment in low income census tracts. The Section 108 Loan Application details equipment to be purchased and the repayment schedule.


Under a separate cover on April 13, 2016 I shall submit a proposed resolution for your consideration at your April 19th meeting. The resolution would authorize submission of the Section 108 Loan Application with the U.S. Department of Housing and Urban Development (HUD). The Section 108 Loan Application is being submitted to you now in order to provide adequate review time prior to City Council consideration of the resolution at the April 19th meeting.

The proposed Section 108 Loan Application, which was advertised February 27th for public comment, was developed on the basis of testimony and proposals received at public hearings held January 6th and March 9th.

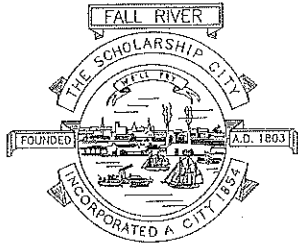
The timetable provides for submission of the Section 108 Loan Application no later than May 4, 2016.

Should you or any other Councilor have questions or comments prior to April 19th, I urge you to immediately contact Michael P. Dion, Executive Director/ CFO of the Community Development Agency. Mr. Dion will also be present at the City Council meeting to respond to any questions.

Sincerely,


Jasiel F. Correia II
Mayor

Enclosure



**City of Fall River
Massachusetts
Office of the Mayor**

JASIEL F. CORREIA II
Mayor

RECEIVED

2016 MAR 31 P 4:51

CITY CLERK _____
FALL RIVER, MA

March 31, 2016

The Honorable City Council
One Government Center
Fall River, MA 02722

RE: Emergency Medical Services (EMS) Enterprise Fund
FY17 Proposed Budget

Dear Councilors:

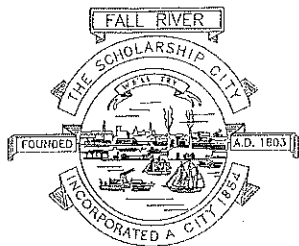
Please find enclosed the documents for the above referenced submittal. This submittal meets the City requirements that the enterprise Fund budgets be submitted to the City Council by April 1.

My staff and Chief Viveiros are available as needed for any comments or questions that you may have.

Respectfully,

Jasiel F. Correia II
Mayor

/omc
Attachments



**City of Fall River
Massachusetts
Office of the Mayor**

JASIEL F. CORREIA II
Mayor

5
RECEIVED

2016 MAR 31 P 4:51

CITY CLERK
FALL RIVER, MA

March 31, 2016

The Honorable City Council
City of Fall River
One Government Center
Fall River, MA 02722

RE: Sanitation Enterprise Account

Dear Honorable Council Members:

By Order dated 05/27/2008 and approved 05/28/2008 the City of Fall River established a Sanitation Enterprise Fund under the provisions of M.G.L. 44 Section 53f ½. Said Order is revoked and rescinded effective June 30, 2016.

Your approval is respectfully requested.

Best Regards,

Jasiel F. Correia II

Mayor



**City of Fall River
Massachusetts
Office of the Mayor**

RECEIVED

2016 MAR 31 P 4:51

CITY CLERK _____
FALL RIVER, MA

JASIEL F. CORREIA II
Mayor

March 31, 2016

The Honorable City Council
City of Fall River
One Government Center
Fall River, MA 02722

Dear Honorable Council Members:

In reviewing our local ordinances within the financial services division, Corporation Counsel has recommended the following amendments:

2-209 Add to (b): Within the Treasurer division there shall be a position designated Treasurer. Said Treasurer shall be authorized to sign such documents as may from time to time be required.

2-496 Amend by inserting after director of financial services: and/or Treasurer.

Your review and approval of these proposed amendments are respectfully requested.

Best Regards,

Jasiel F. Correia II
Mayor

FALL RIVER PUBLIC SCHOOLS

"The Scholarship City"

417 Rock Street, Fall River, MA 02720

RECEIVED

2016 MAR 31 P 12:54

Meg Mayo-Brown, Superintendent

CITY CLERK
FALL RIVER, MA

March 31, 2016

Dear City Council Members,

I am submitting a letter to inform you of the pending School Transportation appropriation shortfall within the School Department Budget for fiscal year 2016. At this time, we are projecting a shortfall of approximately \$500,000.

The increase in transportation costs are a result of several factors. Increased ridership due to additional enrollment at the Henry Lord School required 2 additional buses. We also added 2 monitors to their existing routes to ensure maximum occupancy. Special Education/ Special Populations students also required an increase in vehicles and monitors. This area had a total increase of \$160,000. Due to an increase in enrollment at Argosy Charter, they required an additional special education vehicle as well. There is a portion of our transportation staff in the operating budget that is charged back at year end. The remainder of the increase is in high school transportation costs. We are attempting to modify that trend to reduce costs, but are projecting conservatively in the interim.

The shortfall can be made up in two ways. First, the City Council can approve a transfer moving funds into the School Transportation appropriation. Second, the School Department could make a transfer moving funds from the School Appropriation to cover the shortfall in the School Transportation appropriation.

If we are able to transfer some or all of the funds to cover this amount, this would involve shifting money from operating budget lines to the transportation line, which is not Net School Spending (NSS). Council had previously requested several years ago that they be notified if that were to occur, so that they were aware of that exposure to a shortfall in Net School Spending.

The reason for the increase in transportation costs is overages.

The concern with the second option is that it will increase the potential shortfall in the 2016 Net School Spending requirement and may require further reductions to the budget.

Sincerely,



Kevin Almeida, Chief Financial Officer

Fall River School Department

Resolution – Snow removal plans for future storms
CITY OF FALL RIVER

9

To the City Council

Councillors:

The Committee on Public Works and Transportation, at a meeting held on March 24, 2016 voted unanimously to recommend that the accompanying resolution and plan be sent to full council for action, with Councilor Steven A. Camara absent and not voting.



Assistant Clerk of Committees

City of Fall River, In City Council

Public Works &
Transp.
2

(Councilor Jasiel F. Correia II)

WHEREAS, Winter Storm Juno was an intense snow storm leaving approximately twenty inches of snow in Fall River, and

WHEREAS, many streets were impassable for days, causing great inconvenience for residents and public safety concerns, and

WHEREAS, a snow removal plan for these intense storms is needed, now therefore

BE IT RESOLVED, that the Committee on Public Works and Transportation meet with the Administration and the Director of Community Maintenance to discuss snow removal plans for future storms.

In City Council, February 20, 2015
Adopted.

A true copy. Attest:

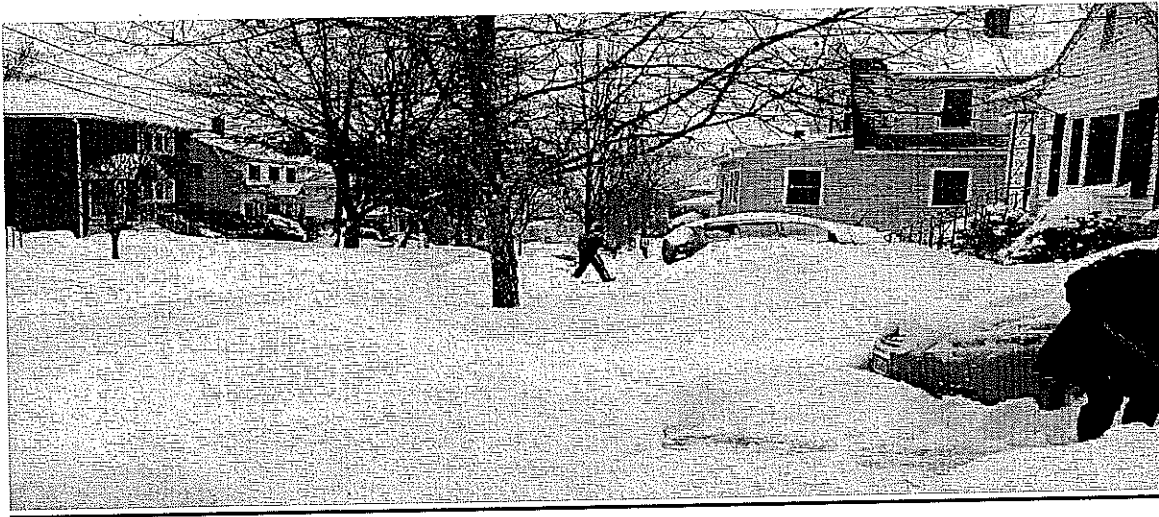
Alison M. Bruchard

City Clerk

*Department of Community
Maintenance
Streets & Highway Division*



Snow & Ice Plan



Introduction

The Department of Community Maintenance, Division of Streets & Highways is dedicated to ensuring the safety of the traveling public while providing timely service to our citizen and business communities during inclement weather by planning and executing our winter operation activities on more than 250 miles of streets and City maintained highways. The intent of any plan is to provide a uniform approach to a function regardless of leadership or department. This plan will provide DCM a detailed procedure which will outline proper protocol for a variety of winter storm events.

Each winter event will have unique characteristics such as moisture content, wind, temperature, intensity and duration that will influence the method of combating that particular storm. All of the characteristics of a storm combined with the uniqueness of the City topography will dictate the snow and ice storm plan. In general, there will be common measures which apply to all storms and will be outlined in the plan.

The following is an outline of steps which will be taken for each storm. The severity of the storm will dictate exactly which steps will be utilized.

- Evaluate paid and public weather data on a five day cycle.
- Inventory salt, brine, fuel and available equipment.
- Notify administration and other departments of potential event.
- Contact private contractors for their availability.
- Develop preliminary action plan.
- Notify administration of the snow & ice plan and the possibility of a department meeting.

- Alert media and impose parking ban.
- Assign sector leaders and provide each with their truck & equipment allocation.
- Pre-treat roads and sidewalks (city property)
- Sector leaders assign GPS devices to each piece of private equipment.
- Monitor snow and ice plan progress, oversee equipment movement.
- Monitor storms progress and adjust for any changes in forecasts.
- Setup additional meetings when necessary, also media alerts.
- Storm wrap up and lifting of parking ban.
- Post storm meeting with administration.

Methods and Rational

The snow and ice plan must take into consideration the "City on a Hill" which poses extremely hazardous winter driving. A minor snow or ice event can quickly become a disaster in Fall River due to the 108 hills which makes our City unique.

The department will use two methods to pretreat roads. First, utilization of a liquid brine solution which may be applied to roads well in advance of a storm. This function is administered in a timely fashion basis avoiding costly overtime expense; the down side of the liquid brine mix is that it can be washed away if the storm is preceded by any rainfall. The second method is the application of rock salt or a sand/rock salt mix to all designated pretreat areas. This method is much more expensive and must be applied at the anticipated commencement of the storm. Once all roads are plowed adequately then a second application of rock salt can be applied to prevent freezing of remaining snow/slush.

Plowing operations will concentrate on specific streets & routes based on a priority rank. The department will make a determination of what is considered a plowing event after carefully factoring all collected data consisting of weather reports and information gathered by supervisory personnel. All expected snowfall 4" or greater normally would be classified as a plowing event. The Department will use City owned and operated trucks and equipment first, followed by an appropriate number of private contractors which have lease agreements with the City.

The following is a list of DCM Street Division equipment:

- 6 – Sand salt combination spreaders with plows
- 1 – Stake body truck w/ plow
- 2 – 1 ton dump truck w/ plow
- 1 – 3 yard bucket wheel loader
- 1 – 1.5 backhoe yard bucket
- 1 – Brine applicator truck
- 1 – Skid steer loader

The following is a list of DCM Park, Cemetery & Tree Division equipment:

- 1 – one ton dump truck w/plow (Parks)
- 1 – one ton pickup truck w/plow and spreader (Parks)
- 1 – one ton dump truck w/plow (Cemetery)
- 1 – one ton pickup truck w/plow (Cemetery)
- 1 – 1.5 yard bucket backhoe(Cemetery use only)

When available the Water and Sewer Departments will also provide equipment to assist in the snow removal operations.

The City leases approximately 200 pieces of privately owned equipment each year which does not include the 50 pieces of snow hauling trucks and heavy removal equipment.

The City is divided into 7 sectors for snow removal operations. The sectors vary in size and complexity. Each sector is led by a sector leader. It is the responsibility of the sector leader to monitor road conditions as well as oversee personnel and equipment for the duration of the storm.

Priority Rank

1. Hospital routes – Fall River is the hub for all medical emergency in the Greater Fall River Area. With this in mind, the following frequently traveled routes receive priority:
 - a. Davol South to President Ave. to Highland Ave.
 - b. President Ave. rotary to Robeson St. to New Boston Rd.
 - c. Hartwell St. to Troy St. to High St. to Highland Ave.
 - d. Williams Canning Blvd. to Rhode Island Ave. to Plymouth Ave. to Middle St.
 - e. South Main St. to Middle St.
2. Medical Buildings (specialized medicine & facilities)
 - a. Dialysis Center
 - b. Oncology Center
 - c. Major Medical Complexes

3. Hills & Numbered Highways
 - a. Route US - 6
 - b. Route MA - 138
 - c. Route MA - 81
4. Schools & Government Center
 - a. Public elementary, middle and high school's
 - b. Private schools
 - c. College
5. Industrial Park
6. Difficult Truck Routes
 - a. Bradford Ave
 - b. Broadway
 - c. Bedford St.
 - d. Pleasant St. North Main St.
 - e. South Main St.
7. Jefferson St. Extension
8. Reservation and watershed area

Removal of Snow from City Maintained Sidewalks

- All overpasses within the city limits
- Police Station
- Libraries
- Fire Stations
- Parks
- Cemeteries

Snow Hauling

During heavy snow fall events or an excessive accumulation from multiple storms there may be a need to haul snow. The areas of focus are as follows; business districts, school zones, municipal parking lots, narrow streets and areas requested by public safety officials. City equipment and personnel will handle emergency snow hauling requests; private contractors will be used for large hauling operations. Vacant City lots will be used to stock pile snow hauled from City streets and parking lots.

Parking Bans

The Protocol for establishing a parking ban is any forecast that predicts an accumulation of 6" or more within a 16 hour period or less. The parking ban should be put in place a minimum of 4 hours before the forecasted start of the snowfall.

Towing of Vehicles

DCM may request the removal of any vehicle that impedes the proper snow removal process. During a parking ban vehicles illegally parked will be tagged and may be towed if considered a problem.



**City of Fall River
Massachusetts**
Department of Community Maintenance
Snow and Ice Control Equipment Rental Agreement
2015 - 2016
Hauling & Specialized Operations

As the owner or Lessee, hereafter "Contractor", of the equipment listed in this agreement, I hereby agree to operate said equipment for the purpose of "hauling and specialized operations" when and so directed by the City of Fall River, Department of Community Maintenance, and hereafter (FRDCM).

Compensation:

Contractors shall only be compensated for performance delivered in accordance with the specific terms and conditions and the payment mechanism described in this Agreement. All rates in this Agreement include the equipment, accessories, licensed qualified operators and operating costs, including but not limited to, insurance, registration fees, maintenance, repairs and fuel.

The cost of fuel will be adjusted based on retail cost per gallon. The adjustment is as follows:

Fall River Retailers,

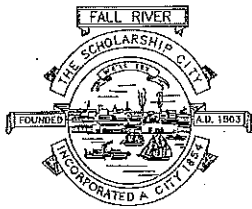
Gasoline – retail at \$3.00 – \$3.99 per gallon-----	\$2.00/ per gallon per hour additional compensation
Diesel - retail at \$3.00 – \$3.99 per gallon-----	\$3.00/ per gallon per hour additional compensation
Gasoline – retail at \$4.00 – and over per gallon -----	\$3.00/ per gallon per hour additional compensation
Diesel - retail at \$4.00 – and over per gallon -----	\$4.00/ per gallon per hour additional compensation

Contractors will be compensated for a minimum of four hours. When the time worked exceeds four hours, the actual time worked shall be compensated. All vehicle and equipment operators shall be paid for a fifteen (15) minute break for every four (4) hours worked and a thirty (30) minute break for every eight (8) hours worked for a total of forty-five minutes for every eight (8) hours worked. All breaks shall be called in to a supervisor in charge.

Safety Requirements:

All drivers and equipment operators shall have at a minimum, an approved safety vest on at all times while in and/or outside their respective vehicle or piece of equipment.

Each vehicle or piece of equipment must have a backup alarm and at a minimum hazard flashers.



City of Fall River Massachusetts

Department of Community Maintenance Snow and Ice Control Equipment Rental Agreement 2015 - 2016

Hauling & Specialized Operations

Signature Page

Contractor's Name: _____

Mailing Address: _____

Primary Phone Number: _____ Secondary Phone Number _____

E-mail Address _____

I, _____, hereby sign this agreement certifying that I have read, understand and agree to comply with all of the conditions stated within the "2015-2016 Snow and Ice Control Equipment Rental Agreement", any applicable attachments and the City's Terms and Conditions.

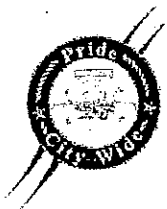
Contractor's Signature

Date

DCM Authorized Signature

Date

Contractor's Vendor Code _____
(Provided by DCM)



CITY OF FALL RIVER
DEPARTMENT OF COMMUNITY MAINTENANCE
STREETS DIVISION
SNOW & ICE CONTROL EQUIPMENT RENTAL AGREEMENT

General Conditions

As the Owner or Lessee, hereafter "Contractor", of the equipment listed in this agreement, I hereby agree to operate said equipment for the purpose of snow and ice control when and so directed by the City of Fall River Department of Community Maintenance hereafter (FRDCM). Compensation for such services shall be based on the conditions in this agreement and each of the following listed Attachments:

Attachment I,	2015-2016 Hourly rental rates and vehicle codes
Attachment II,	Equipment Listing and Vehicle Code
Attachment III,	Contractor License Certification
Attachment IV,	Contractor Certification
Attachment V,	Agreement Signature Page

It is Fall River's Department of Community Maintenance, objective to conduct Snow and Ice Operations in conformance with the terms of this Agreement.

However, no terms contained herein shall be construed to limit the ability to respond in emergencies and ensure the safety of the traveling public.

This Agreement shall commence on the date the Agreement has been executed by both the Contractor and Fall River's Community Maintenance Director. This Agreement shall terminate on May 31, 2016 unless this date is amended in accordance with all applicable laws and regulations prior to this date, or unless terminated or suspended upon prior written notice to the Contractor. FRDCM may terminate or suspend this Agreement without penalty, if the Contractor breaches any material term or condition or fails to perform or fulfill any material obligation required by this Agreement.

The Contractor shall comply with all applicable federal and state & local laws, rules and regulations. If any provision of this Agreement is found to be superseded by city, state or federal law or regulation, in whole or in part, then both parties shall be relieved of all obligations under that provision only to the extent necessary to comply with the superseding law, provided however, that the remaining provisions of this Agreement, or portions thereof, shall be enforced to the fullest extent permitted by law.

The Contractor may not subcontract any portion of this Contract. The Contractor may not assign or delegate, in whole or in part, or otherwise transfer any liability, responsibility, obligation, duty or interest under this Agreement, with the exception that the Contractor shall be authorized to assign present and prospective claims for money due to the Contractor pursuant to this Agreement in accordance with M.G.L. C. 106, §9-318.

Where written notice is required, it shall be deemed delivered and received when submitted in writing, in person or when delivered by any other appropriate method evidencing actual receipt by Fall River DCM or the Contractor. The Contractor shall comply with M.G.L. C. 66A if the Contractor becomes a "holder" of "personal data".

The Contractor shall maintain documents and records as specified by the Agreement.

FRDCM will strive to accommodate sector location requests from Contractors who meet the specified deadlines for submission of all required documents. If FRDCM equipment requirements have been met at a particular location, FRDCM will offer Contractors, who have met the specified deadlines for submission, an alternate sector where equipment is needed.

All Contractors and equipment operators are required to follow FRDCM instructions pertaining to snow and ice operations, only plow, and apply materials along designated roadways. Failure to comply with FRDCM instructions and conditions shall be documented and could result in suspension or termination of this Agreement. All spreader, operators are required to report to their designated sector/FRDCM Complex and sign in.

At the end of each event, they are required to return to their designated location, spin off any unused material, if applicable, and sign out. Applying excess material onto the roadway as a method of spinning off unused material is not allowed.

All other equipment is required to report to their designated sector. Upon arrival at the location, equipment operators are required to contact their designated FRDCM staff person to confirm their arrival. At the end of the shift, all equipment will return to the location where their shift began and confirm their departure time with the designated FRDCM staff.

Page 2

All plow cutting edges shall be steel. All Contractors are required to provide their equipment operators with a cellular phone while working for FRDCM. The Contractor or operator must provide the phone number to FRDCM Sector Leader or FRDCM Dispatcher/ Supervisor and inform them of any changes.

All equipment will be issued a FRDCM Sector number equipment decal. The decal must be applied on the Drivers Side Window of the equipment or in a location approved by FRDCM. The decals must remain in place for the duration of the snow and ice season.

All spreaders must be equipped with automated synchronization (ground speed control) and adjustable controls in the cab of the truck. All spreaders must be capable of consistently dispensing material at 240 pounds (+/- 10 pounds). Contractors that are notified that their equipment is not calibrated correctly will be allowed to finish their work shift, but will not be allowed to return until their equipment has been repaired and inspected by FRDCM.

Contractors that are requested to work prior to making repairs will be penalized per hour equal to the compensation rate of the applicable Spreader Code as shown on Attachments A and B. When requested to work this equipment will also be released first and FRDCM will not be required to pay the four-hour minimum. All spreader equipment will be subject to inspection by FRDCM at anytime during the Winter season.

Compensation

Contractors shall only be compensated for performance delivered in accordance with the specific terms and conditions and the payment mechanism described in this Agreement. Overpayments, or the Contractor's failure to return equipment, shall be reimbursed by the Contractor or may be offset by FRDCM from future payments in accordance with state finance law.

All rates in this Agreement include the equipment, accessories, licensed qualified operators and operating costs, including but not limited to, insurance, registration fees, maintenance, repairs and fuel. All equipment must arrive filled with fuel, in good working condition, and with all reimbursable accessories functioning properly. FRDCM reserves the right to increase rates based on changed conditions. All approved accessories will be compensated at all times while the vehicle is working for FRDCM.

The cost of fuel will be adjusted based on retail cost per gallon. Rates will be adjusted by the following formula:

Fall River area retailers.

Gasoline	retail at \$3.00 to \$3.99 per gallon-----	\$2.00 additional compensation per hour.
Diesel	retail at \$3.00 to \$3.99 per gallon-----	\$3.00 additional compensation per hour.
Gasoline	retail at \$4.00 and over per gallon-----	\$3.00 additional compensation per hour.
Diesel	retail at \$4.00 and over per gallon-----	\$4.00 additional compensation per hour.

Contractors shall be compensated for a minimum of four hours. When the time worked exceeds four hours, the actual time worked shall be compensated. All Contractors will be paid from the time that an operator and required equipment arrives at a FRDCM designated location to the time they are released by FRDCM. Contractors that arrive within 45 minutes of being called shall be paid a travel allowance equal to 30 minutes. Contractors that arrive after 75 minutes from being called will not be guaranteed the four-hour minimum compensation, unless additional travel time has been approved by the FRDCM Director. Contractors that repeatedly arrive after 75 minutes may be replaced in the rotation based on the decision of the FRDCM Director. Increased travel times may be allowed with the approval of the FRDCM Director depending on traffic, weather and other conditions beyond the control of drivers and owners. In addition, in the event that FRDCM has a surplus of equipment at a particular sector and an alternate sector will be offered to an Operator/Owner.

Contractors that are requested to provide equipment for post storm clean-up or other scheduled work where FRDCM sets the required arrival time, other than Loaders scheduled to load material, the Contractor shall be paid a travel allowance equal to 30 minutes as long as the Contractor arrives prior to or at the scheduled time. Contractors that are late three or more times will not be called for additional scheduled work. All requests by FRDCM for scheduled work shall be made at least four hours prior to the scheduled start time.

All vehicle operators shall be allowed a 15-minute paid break every four hours and a 30-minute paid break every eight hours, for a total of 45 minutes every eight hours. These times cannot be combined to extend break periods and breaks cannot be taken at the end of a shift. Standby time for more than 45 minutes within a sector area or other FRDCM designated staging area, that occurs after an operator has completed an assignment, may be considered meeting the requirements of a 15-minute break. In some locations, during certain times of the day, break periods may need to be extended due to additional travel time to the nearest available food service

location. All breaks must be requested and approved by a FRDCM staff member prior to leaving the designated staging area. Depending on operational needs and weather conditions, the approval of break requests may need to be delayed until conditions allow.

Page 3

FRDCM may conduct specific training sessions to improve snow and ice operations. Compensation for these sessions will be based on the duration of the session, plus a set allowance for travel time. No minimum payment will apply for training sessions. All training sessions are voluntary.

A minimum of every two weeks throughout the snow and ice season the Contractor must visit the FRDCM Complex located at 10 Lewiston Street to review and sign a weekly summary of hours worked voucher. The summary voucher will contain the Contractor's compensation amounts (i.e. work hours, dates, and times, etc.) penalties or rate adjustments that are applicable for the previous weekly period. FRDCM will furnish a copy of the signed summary to each Contractor. If after review by FRDCM there is the need for any changes or corrections, the Contractor will be furnished with a revised copy. FRDCM shall process all hourly summaries in a timely manner.

Equipment Breakdowns and Repairs

Contractors making a good faith effort to repair broken equipment during a work shift shall be compensated for up to one hour to make repairs. If the equipment cannot be repaired, it shall be removed from service after this time. Each piece of equipment will only be compensated for one breakdown per 24-hour storm event.

If a vehicle has been left for greater than two hours, on a public way FRDCM may report the vehicle to Police for removal. The Contractor is responsible for all costs to have the vehicle towed, if necessary. Contractors will not be allowed to perform any type of maintenance, except emergency repairs, to any vehicles or equipment at any FRDCM facility. If an emergency does arise and it is necessary to perform repair work, it shall be performed in an area designated by FRDCM. No repairs shall be made along roadways in locations that affect traffic flow or are determined to be unsafe by FRDCM or Police. These vehicles shall be removed as soon as possible.

The Contractor will be liable to clean up and remove any, and all fluids, debris, spills, etc, that result from any breakdowns or repair work. If a release or spill is a reportable condition to the Department of Environmental Protection (DEP), the Contractor is required to notify DEP and perform any necessary remediation to satisfy all applicable local, state, and federal regulations, at the Contractor's sole expense.

Safety Requirements

Any Contractor or Operator who must exit their vehicle for an emergency repair, or any other reason, on city roadways is required to wear a reflectorized ANSI Class II safety vest while outside of their vehicle.

All vehicles and equipment utilized through this Agreement shall be equipped with the following safety equipment:

- One six-inch amber flashing light, mounted on the highest practical point of each vehicle. The light(s) must be visible for a distance of 300 feet, during day light hours, from the front, rear and both sides of the vehicle. Vehicles that have a body or attachment that extends above the rear of the cab, must mount the lighting on a bracket or other device to extend the lighting above the body or attachment. Additional installations may be accepted but the lighting must be visible from any position 360 degrees around the vehicle. All installations must be approved by FRDCM.

- One strip of continuous retro-reflective sheeting applied to the rear of all equipment and vehicles, placed as horizontally as possible in an alternating white and red pattern. The sheeting shall be a minimum of 2 inches wide by 60 inches long and meet the requirements of DOT-C2 grade sheeting. DOT-C3 and DOT-C4 grade sheeting shall be allowed. The sheeting shall be placed in a continuous strip across the rear bumper, tailgate or other FRDCM approved location.

All vehicles and equipment utilized through this Agreement having a 40000-120000 Vehicle Class Code, or a GVW greater than or equal to 16,001 lbs, shall be equipped with the following additional safety equipment:

- A minimum of two additional flashing amber lights mounted on the rear of either side of the vehicle. These lights shall be at least six inches in one dimension along the lens width or length, mounted no less than six feet above the roadway and visible for a distance of 300 feet during daylight hours.
- One additional strip of continuous retro-reflective sheeting applied to the rear of all equipment and vehicles, placed as horizontally as possible in an alternating white and red pattern. The sheeting shall be a minimum of 2 inches wide by 60 inches long and meet the requirements of DOT-C2 grade sheeting. DOT-C3 and DOT-C4 grade sheeting shall be allowed. One strip of sheeting shall be placed continuous across the rear bumper, lower tailgate or other FRDCM approved location. The additional strip of sheeting shall be placed at or near the top of the tailgate or other element approved by FRDCM.

The Contractor is responsible to ensure that all vehicles conform to applicable OSHA regulations pertaining to reverse signal alarms. For more information, please refer to 29 CFR 1926.601-602. All equipment shall be equipped with safety lighting in conformance with MGL Chapter 90, Section 7E as well as 540 CMR, Section 22.06 and the following:

The Federal Highway Administration has regulations that require employers with drivers of commercial vehicles to have an alcohol and drug-testing program in place. The specific provisions of the regulations are highly detailed and legally complex. FRDCM strongly urges you to review the regulations, which are cited as 49 CFR part 382. (www.fmcsa.dot.gov/rulesregs/fmcsr/regs/382.htm). At all locations where anti-icing and deicing chemicals are stored, FRDCM shall provide a material safety data sheet (MSDS) and appropriate protection equipment for all vendors. In addition, FRDCM shall provide a portable eyewash station at each depot where chemicals are dispensed.

Licenses, Registration and Insurance Requirements

By signing this Agreement, the Contractor has consented to Attachment II, Contractor License Certification and the terms contained therein. This certification requires Contractors to verify the license status of all vehicle or equipment operators and prohibits the use of unlicensed operators in the performance of this Agreement. The Contractor is further obligated to report the loss, revocation or suspension of any operator's license between October 15, 2015 and April 15, 2016.

Each Contractor must complete Attachment II prior to receiving Agreement approval and or being allowed to work. The use of any unlicensed operator may be considered a material breach of this Agreement, subjecting the Contractor to sanctions including but not limited to monetary penalties, withholding of payments, Agreement suspension or termination.

FRDCM reserves the right to implement a system to verify the license status of all drivers and operators of equipment subject to this Agreement. Once implemented, this system will require Contractors to submit the name, license number and date of birth for all drivers and equipment operators for verification by FRDCM or its designee. This system may require Contractors to enter information into a secure internet application or to enter the information into an approved FRDCM form submitted via email. It shall be the Contractor's responsibility to submit the required license data prior to permitting said drivers or equipment operators to work under this Agreement. Failure to list operators may be considered a material breach of this Agreement, subjecting the Contractor to sanctions including but not limited to monetary penalties, withholding of payments, Agreement suspension or termination. During the term of this Agreement, each Contractor shall maintain a current vehicle registration for the specified equipment in this Agreement. Passenger vehicle registrations are not allowed on any vehicles listed in this Agreement. Out of state registrations are allowed, but they must meet all the requirements of the Massachusetts Registry of Motor Vehicles and all other motor vehicle laws.

The Contractor agrees to promptly forward a copy of any new or revised registration of listed equipment to the FRDCM Director or his designee. Failure to keep listed equipment registered will terminate this Agreement relative to each unregistered piece. "Repair" plates, "Dealer" plates and "Farm" plates are *not allowed. "Owner Contractor" (O.C.) plates may only be used on rubber-tired backhoes, loaders and graders. All registration plates must be attached to the vehicle or equipment at all times during the snow and ice operations. The Contractor is responsible to ensure that all equipment listed in this Agreement is legally insured as required by all Massachusetts laws and regulations. Contractors shall be responsible for damage to private property.

*(During declared emergencies by the President, Governor, or Mayor relating to public health & safety caused by weather, natural circumstances, or terrorism unregistered equipment may be authorized for use.).

2015-2016 Agreement Submission Deadlines and Requirements

In order to maintain seniority within a sector location Contractors must complete, sign and submit the specified documents on or before the following deadlines.

October 31, 2015 - The following items must be delivered to the FRDCM Complex:

1. One original Equipment Listing and Vehicle Code sheet for each piece of equipment.
2. One original of FRDCM's 2015-2016 Snow and Ice Control Agreement Signature Page.

November 7, 2015 - The following items must be delivered FRDCM Complex:

1. A copy of the current vehicle registration for each piece of equipment listed on the Vehicle Code sheet. Equipment without Massachusetts Commercial Snow Removal (SR) plates must submit a new registration prior to January 1, 2015.
2. Attachment II, Operator License Certification Form
3. Attachment IV, Executive Order 481, Contractor Certification Form

Agreement Approval

This Agreement and necessary attachments are required to be mailed or delivered to the FRDCM Complex. Each submission will be time stamped upon receipt.

Rotation

Approved equipment shall be rotated throughout the season. In establishing the rotation list, consideration will be given to Contractors with the greatest number of consecutive years of service, the submission deadlines and required documents, response time, and job performance. Rotation will be based on the per vehicle average hours worked to date. The total number of hours shall include hours worked during normal operations and hours that the equipment was requested to work but, not available, broken down or awaiting contract document submission. When FRDCM requests equipment and the Contractor fails to respond or is unavailable to work, the total hours for that event shall count towards rotation hours as though the equipment actually worked. Each Contractor is allowed two excused absences, due to vehicle repairs or personal reasons, as long as the Contractor notifies FRDCM, in advance and prior to 12:00 PM on a weekday, that they are unavailable for a defined period. Each defined period can not exceed more than five days from the date of notification. Failure to respond or notifications from a Contractor that they will be unavailable greater than the two excused absences will result in the Contractor's equipment being removed from the rotation list and being placed in the spare equipment listing.

Resolution of Issues

All issues that affect a Contractor's rate of pay, hours worked, working conditions, safety issues or the behavior/performance of a FRDCM employee, should be verbally reported to FRDCM as soon as possible.

To ensure the proper resolution of each issue, a written statement signed by the Contractor shall be submitted within 72 hours of the completion of the storm event, in which the incident occurred, to the FRDCM Director or his Designee. Issues that occur during non-snow and ice operations must be submitted in writing within 72 hours of the Contractor being made aware of the issue. The FRDCM Director or his Designee shall respond within 10 business days from the receipt of each written statement. Any necessary meetings shall be held within this 10-day period. All Contractors shall have the option to be represented by any individual person that they choose. If a Contractor chooses to be represented by an attorney, they must inform FRDCM 48 hours prior to the meeting. Issues not received within the specified 72-hour period are not subject to the 10-day response time. All decisions will be based on the information submitted by the Contractor, FRDCM employees, and the conditions stated in this Agreement. If an issue is not resolved in a manner that is satisfactory to the Contractor, they can submit a claim to FRDCM, Director.

Global Positioning System (GPS)

FRDCM, at its discretion, may issue GPS equipment to a Contractor. The GPS system will be utilized as a way to increase safety, track vehicle location and redeploy or dispatch equipment. FRDCM will not use the GPS system as a method of payment unless requested by the Contractor to verify time and location. Upon the issuance of said GPS Equipment, FRDCM shall further provide, under separate agreement (Attachment VI, GPS Handset Agreement), to the Contractor the terms and conditions on the operational use and maintenance responsibility for said GPS equipment. The GPS Agreement shall be incorporated and made part of this agreement.

Vendors with overdue/unpaid;

Real Estate Tax

Personal Property Tax

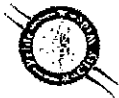
Motor Vehicle & Boat Excise Tax

Water & Sewer User Fee fulfilled

Permits Licenses

Any and All Other Fees

including interest owed to the City of Fall River will have said arrears deducted from their compensation for snow removal services until such time that all overdue unpaid moneys are satisfied.



CITY OF FALL RIVER
DEPARTMENT OF COMMUNITY MAINTENANCE STREETS DIVISION
Attachment I Hourly Rental Rate & Vehicle Codes

PLOWING CATEGORY

Codes		Vehicles	Hourly Rate	Spreader Only	w/Fuel I Gas	w/Fuel II Gas	w/Fuel I Diesel	w/Fuel II Diesel
10000		3/4 Ton Pickup with 7 1/2' foot PRP and AWD	55.00	N/A	57.00	58.00	58.00	59.00
20000		8,600 - 10,000 GVW w/6 Wheels and 8' Plow	73.00	N/A	75.00	76.00	76.00	77.00
30000		10,001-16,000 GVW with minimum 8' foot PRP	75.00	N/A	77.00	78.00	78.00	79.00
40000		16,001 - 25,800 GVW with 10' foot PRP	76.00	N/A	78.00	79.00	79.00	80.00
50000		25,801 - 33,000 GVW w/10' Plow	85.00	75.00	87.00	88.00	88.00	89.00
60000		33,001 - 50,000 GVW w/10' Plow	102.00	75.00	104.00	105.00	105.00	106.00
70000		50,001 - or greater GVW w/10' Plow	104.00	78.00	106.00	107.00	107.00	108.00

PLOWS

100	Power Reversible Plow (PRP) (Applies to Codes 50000 & Over)	6.00	N/A	N/A	N/A	N/A	N/A	N/A
200	11 Foot Plow (Minimum 36 inches high including mold board)	5.00	N/A	N/A	N/A	N/A	N/A	N/A
300	11 Foot PRP (Minimum 36 inches high including mold board)	10.00	N/A	N/A	N/A	N/A	N/A	N/A

SPREADER CATEGORY

1000	6 CY to Under 10 CY Spreader Body	5.00	(50000-70000)	N/A	N/A	N/A	N/A	N/A
2000	10 CY & Over Spreader Body	14.00	(60000-70000)	N/A	N/A	N/A	N/A	N/A

PLOW ACCESSORIES

10	All Wheel Drive (AWD) (30000 - 40000 Vehicle Codes Only)	6.00	N/A	N/A	N/A	N/A	N/A	N/A
20	All Wheel Drive (AWD) (50000 - 70000 Vehicle Codes Only)	11.00	N/A	N/A	N/A	N/A	N/A	N/A

DEPOT/LOADING & SKID STEER

80000	Grader (Snow Fighting)	115.00	N/A	N/A	N/A	N/A	3.00	4.00
90000	Skid Steer AWD	78.00	N/A	N/A	N/A	N/A	3.00	4.00
100000	Loader Less than 2 CY AWD	76.00	N/A	N/A	N/A	N/A	3.00	4.00
110000	Loader 2 - 3.99 CY with AWD	89.00	N/A	N/A	N/A	N/A	3.00	4.00
120000	Loader 4 - 5.99 CY with AWD	110.00	N/A	N/A	N/A	N/A	3.00	4.00
130000	Loader 6 or Greater CY with AWD	130.00	N/A	N/A	N/A	N/A	3.00	4.00
120000	Loader 4 - 5.99 CY with AWD	110.00	N/A	N/A	N/A	N/A	3.00	4.00
130000	Loader 6 or Greater CY with AWD	130.00	N/A	N/A	N/A	N/A	3.00	4.00



CITY OF FALL RIVER DEPARTMENT OF COMMUNITY MAINTENANCE
One Government Center Fall River, MA 02722
Attachment II Equipment Listing & Vehicle Code

Name:		Make:		Social Security / FID#:	
Address:		Model:		Telephone # Day:	
City/Town:		Year:		Telephone # Eve:	
State:		Reg.:		Cell Phone #	
Zip:		Placard #		Date Application Filed:	
Have you provided Snow Removal Services for Fall River in the past ?					
Yes <input type="checkbox"/>		No <input type="checkbox"/>		Sector Assigned:	
EQUIPMENT CATEGORY CLASS CODE					
(Please check all Class Codes that pertain to vehicle.)					
CODES		CHECK		DEPOT LOADING & SKID STEER	
10000		3/4 Ton, Pickup, w/7 1/2' PRP AWD (No Fuel Adjustment 2-WD)		Grader	
20000		8,600 - 10,000 GVW w/6 Wheels 8' Plow PRP		Skid Steer AWD	
30000		10,001 - 16,000 GVW w/Min 8' Plow PRP		Loader less than 2 CY AWD	
40000		16,001 - 25,800 GVW w/10' Plow PRP		Loader 2 - 3.99 CY with AWD	
50000		25,801 - 33,000 GVW w/10' Plow		Loader 4 - 5.99 CY with AWD	
60000		33,001 - 50,000 GVW w/10' Plow		Loader 6 or Greater CY with AWD	
70000		50,001 or Greater GVW w/10' Plow			
CODES		CHECK		SPREADER CATEGORY	
100		Power Reversible Plow (PRP) (Applies to Codes 50000 & Over		6 CY to Under 10 CY Spreader Body	
200		11 Foot Plow(Minimum 36" high including mold board		10 CY & Over Spreader Body	
300		11 Foot PRP(Minimum 36" high including mold board			
CODES		CHECK		ACCESSORIES	
10		All Wheel Drive (AWD) (30000-40000 Vehicle Codes Only)			
20		All Wheel Drive (AWD) (50000-70000 Vehicle Codes Only)			

Pursuant to M.G.L. Chapter 62C, Section 43A, I certify under the pains and penalties of perjury that I, to the best of my knowledge and belief, have filed all State Tax Returns and paid all State taxes required under law.

I certify that I have, to the best of my knowledge and belief, paid all accounts receivable owed to the City of Fall River, including, but not limited to Real and Personal Property Taxes, Motor Vehicle Excise Taxes, Parking Fines, Water and Sewer User Charges and other License/Permit Fees, Emergency Medical Service Charges or other Charges or fees.

Business Name: _____

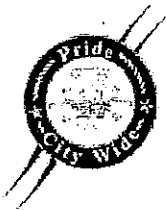
Address: _____

Date: _____

Signature of Individual or Corporate Name _____

Approval of a contract or other agreement will not be granted unless this certification clause is signed by the applicant.

FRDCM USE ONLY:



CITY OF FALL RIVER
DEPARTMENT OF COMMUNITY MAINTENANCE
STREETS DIVISION
CONTRACTOR LICENSE CERTIFICATION

Attachment III

CONTRACTOR LEGAL NAME: _____

CONTRACTOR VENDOR #: _____

INSTRUCTIONS:

FRDCM requires that Contractors, as a condition of receiving City of Fall River funds under FRDCM Snow and Ice Control Agreement, make the following certification:

CONTRACTOR CERTIFICATION:

As evidenced by the signature of the Contractor's Authorized Signatory below, the Contractor certifies under the pains and penalties of perjury that the Contractor shall not knowingly use unlicensed vehicle operators in connection with the performance of FRDCM'S Snow and Ice Control Agreement; that the Contractor shall verify the status of each license for each worker assigned to such Agreement; and that the Contractor shall not knowingly or recklessly alter, falsify, or accept altered or falsified documents from any such worker(s). The Contractor understands and agrees that breach of any of these terms during the period of each contract may be regarded as a material breach, subjecting the Contractor to sanctions, including but not limited to monetary penalties, withholding of payments, contract suspension or termination.

_____ Date: _____
Contractor Authorizing Signature

Print Name: _____
Title: Telephone: _____
Fax: Email: _____

The Contractor is required to sign this Certification at the beginning of each winter season and prior to performing any work for FRDCM under this Agreement. A copy of this signed Certification must be attached to the "record copy" of the Contractor's Snow and Ice Control Agreement.



CITY OF FALL RIVER
DEPARTMENT OF COMMUNITY MAINTENANCE
STREETS DIVISION
CONTRACTOR CERTIFICATION

Attachment – IV

COMMONWEALTH OF MASSACHUSETTS EXECUTIVE ORDER 481 - CONTRACTOR CERTIFICATION
PROHIBITING THE USE OF UNDOCUMENTED WORKERS ON STATE/CITY CONTRACTS

CONTRACTOR LEGAL NAME: _____

CONTRACTOR VENDOR #: _____

INSTRUCTIONS:-

Executive Order 481 applies to 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. As it is the policy of the Executive Branch to prohibit the use of undocumented workers in connection with the performance of state contracts, all contracts entered into after February 23, 2007 require that contractors, as a condition of receiving Commonwealth funds under any Executive Branch contract, make the following certification:

CONTRACTOR CERTIFICATION:

As evidenced by the signature of the Contractor's Authorized Signatory below, the Contractor certifies under the pains and penalties of perjury that the Contractor shall not knowingly use undocumented workers in connection with the performance of all Executive Branch contracts; that pursuant to federal requirements, the Contractor shall verify the immigration status of all workers assigned to such contracts without engaging in unlawful discrimination; and that the Contractor shall not knowingly or recklessly alter, falsify, or accept altered or falsified documents from any such worker(s). The Contractor understands and agrees that breach of any of these terms during the period of each contract may be regarded as a material breach, subjecting the Contractor to sanctions, including but not limited to monetary penalties, withholding of payments, contract suspension or termination.

Contractor Authorizing Signature

Date:

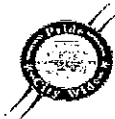
Print Name:

Title:

Telephone:

Fax: Email:

The Contractor is required to sign this Certification only once and may provide a copy of the signed Certification for any contract executed with an Executive Branch Department. A copy of this signed Certification must be attached to the "record copy" of all contracts with the Contractor that are filed with the contracting Department.



CITY OF FALL RIVER
DEPARTMENT OF COMMUNITY MAINTENANCE

Attachment V: Signature Page

Contractor Name: _____

Mailing Address: _____

Primary Phone #: _____

Secondary Phone #: _____

Equipment Cell Phone Contact Numbers: _____

Email Address: _____

I, _____, hereby sign this agreement certifying that I have read, understand
Contractor's Name and agree to comply with all the conditions stated within the 2015-2016
Snow & Ice Control Agreement and any applicable attachments.

Contractor's Signature

Date

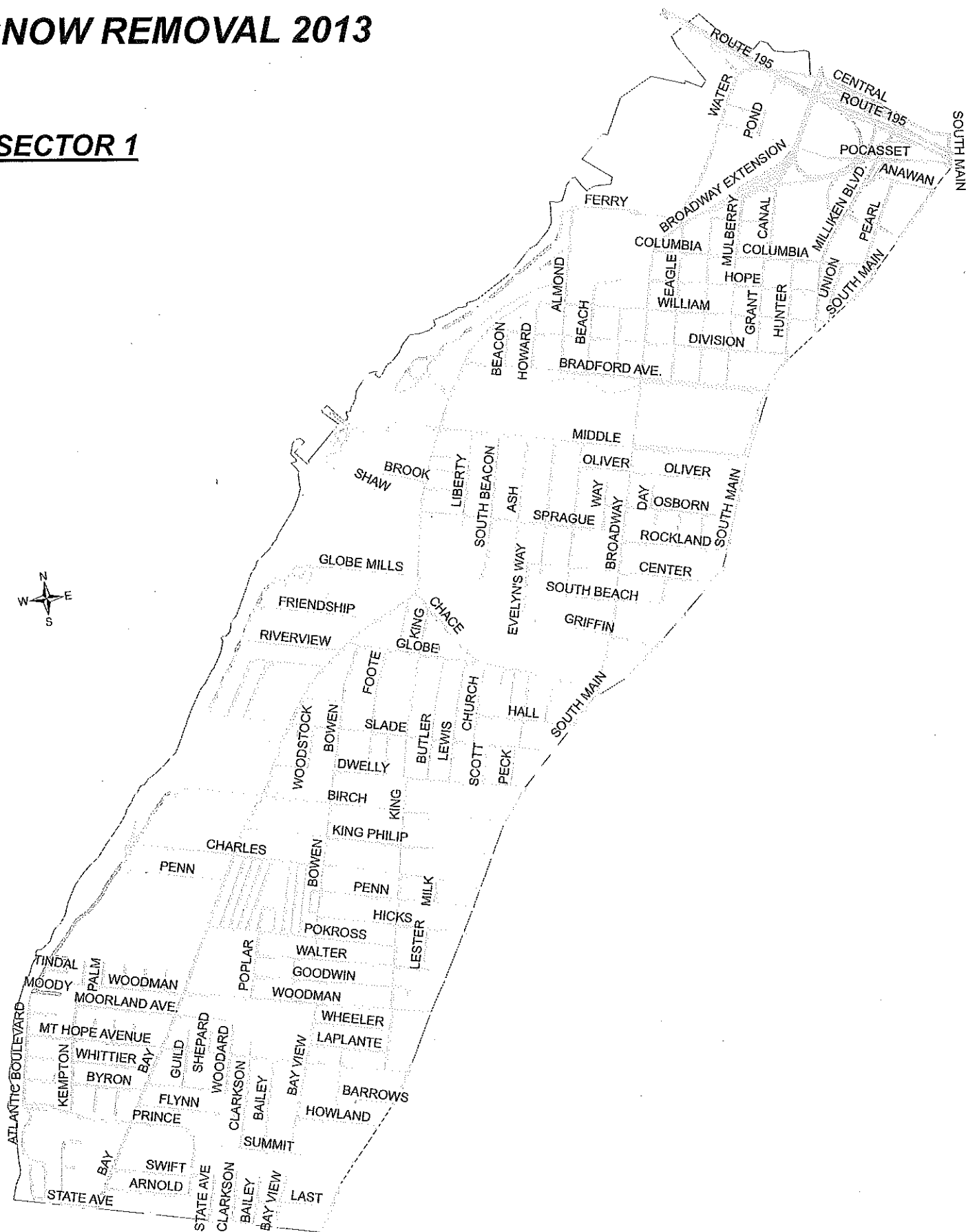
FRDCM USE ONLY:

Received Date Stamp Here

Approved:

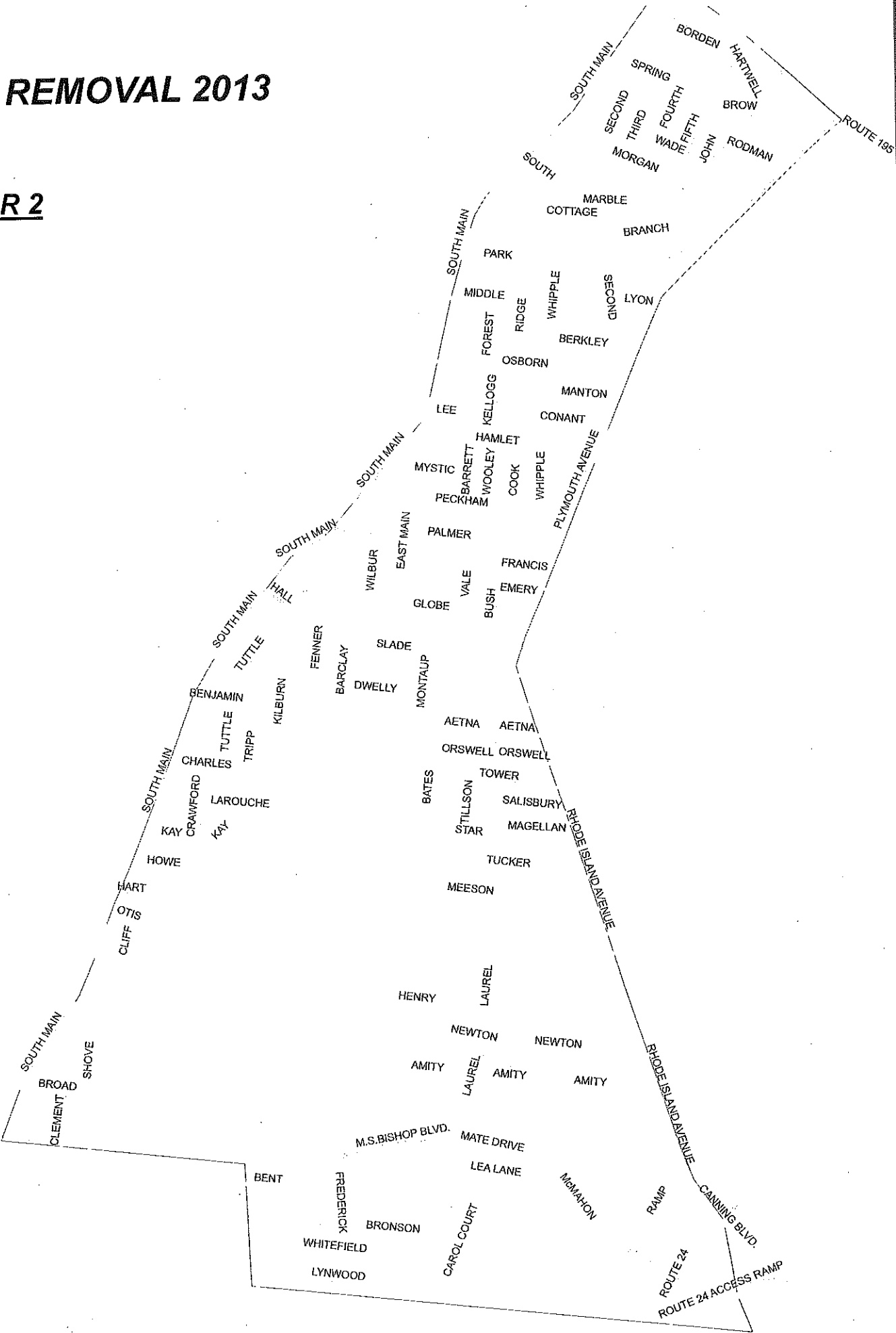
By:

SECTOR 1



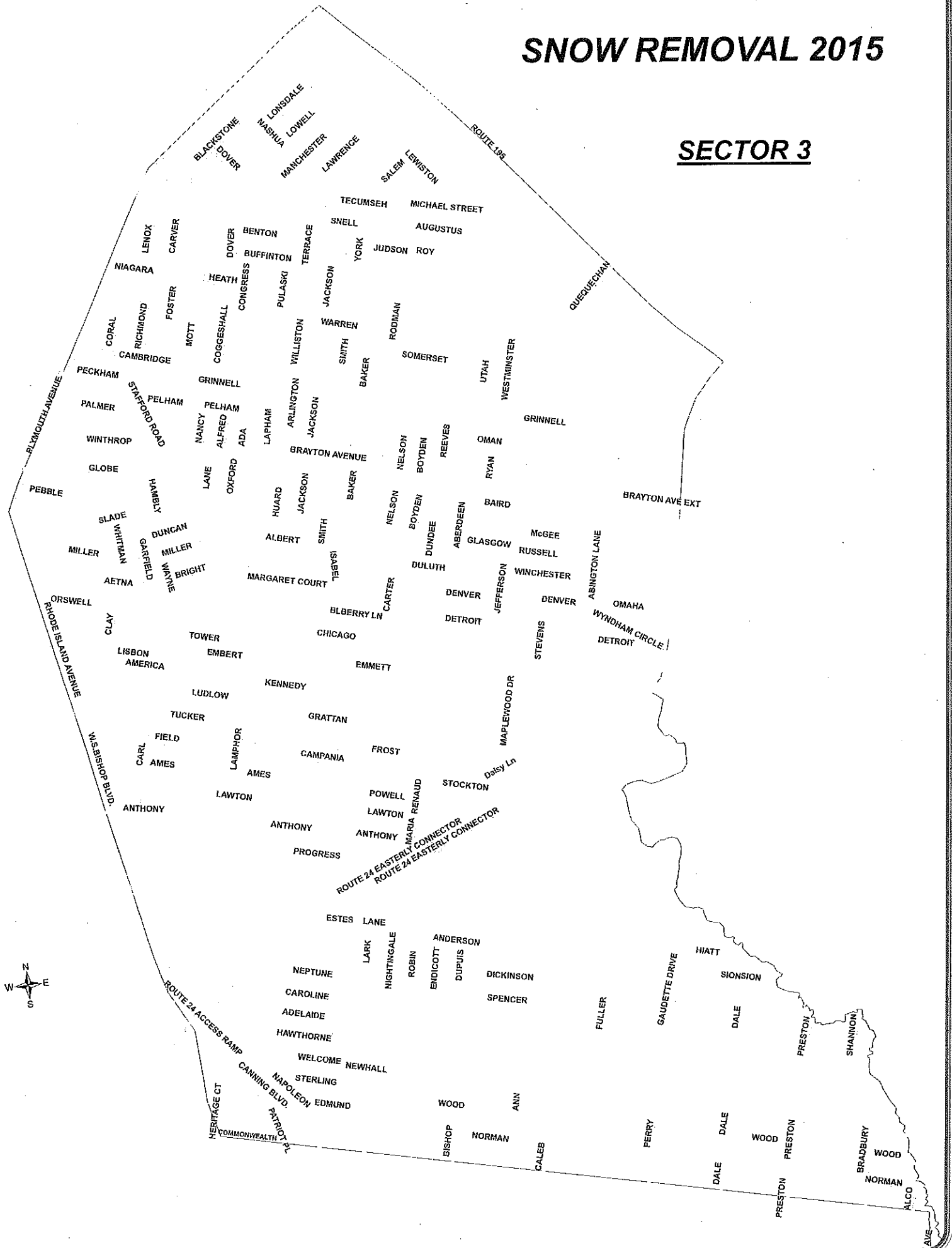
SNOW REMOVAL 2013

SECTOR 2



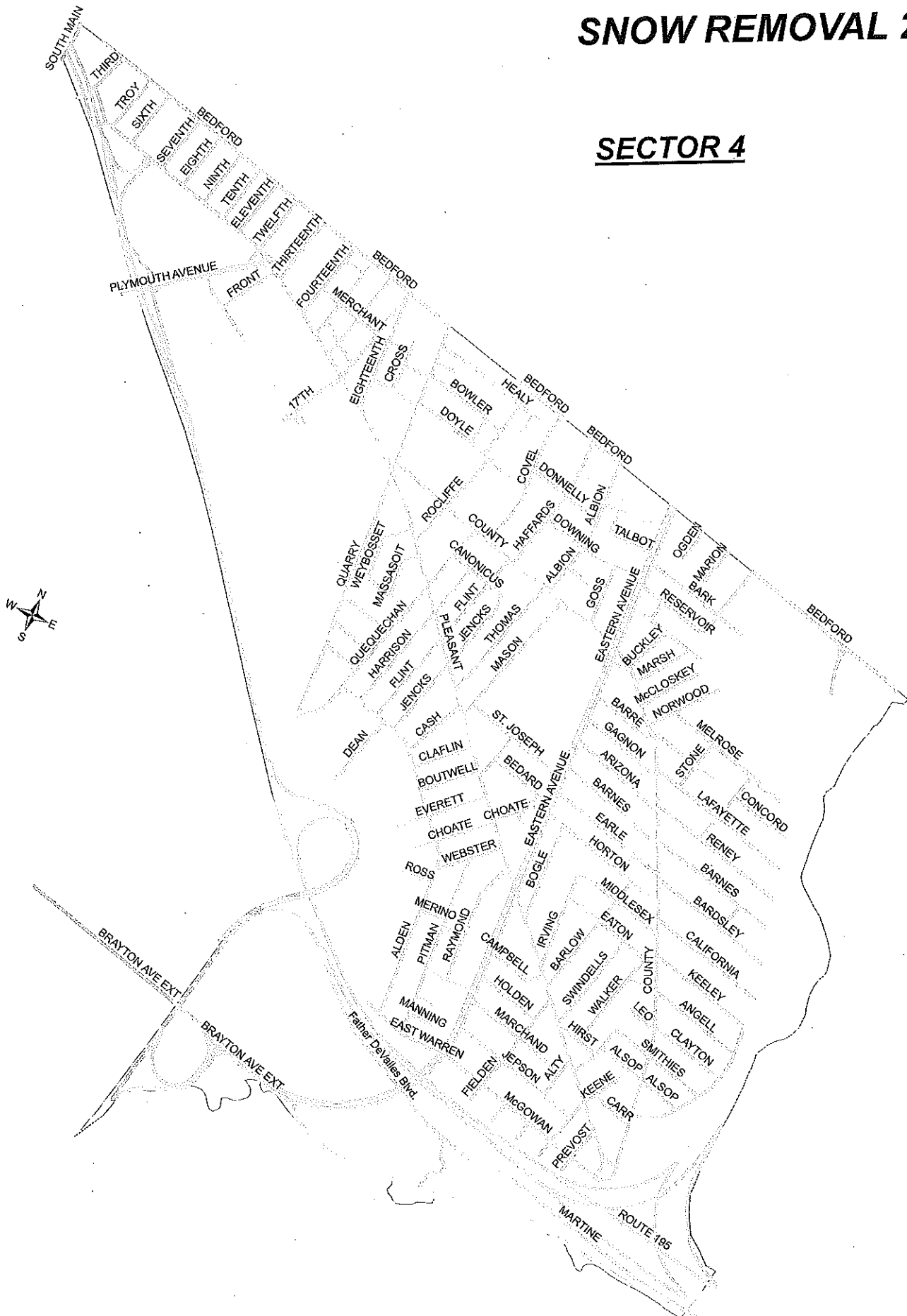
SNOW REMOVAL 2015

SECTOR 3



SNOW REMOVAL 2013

SECTOR 4



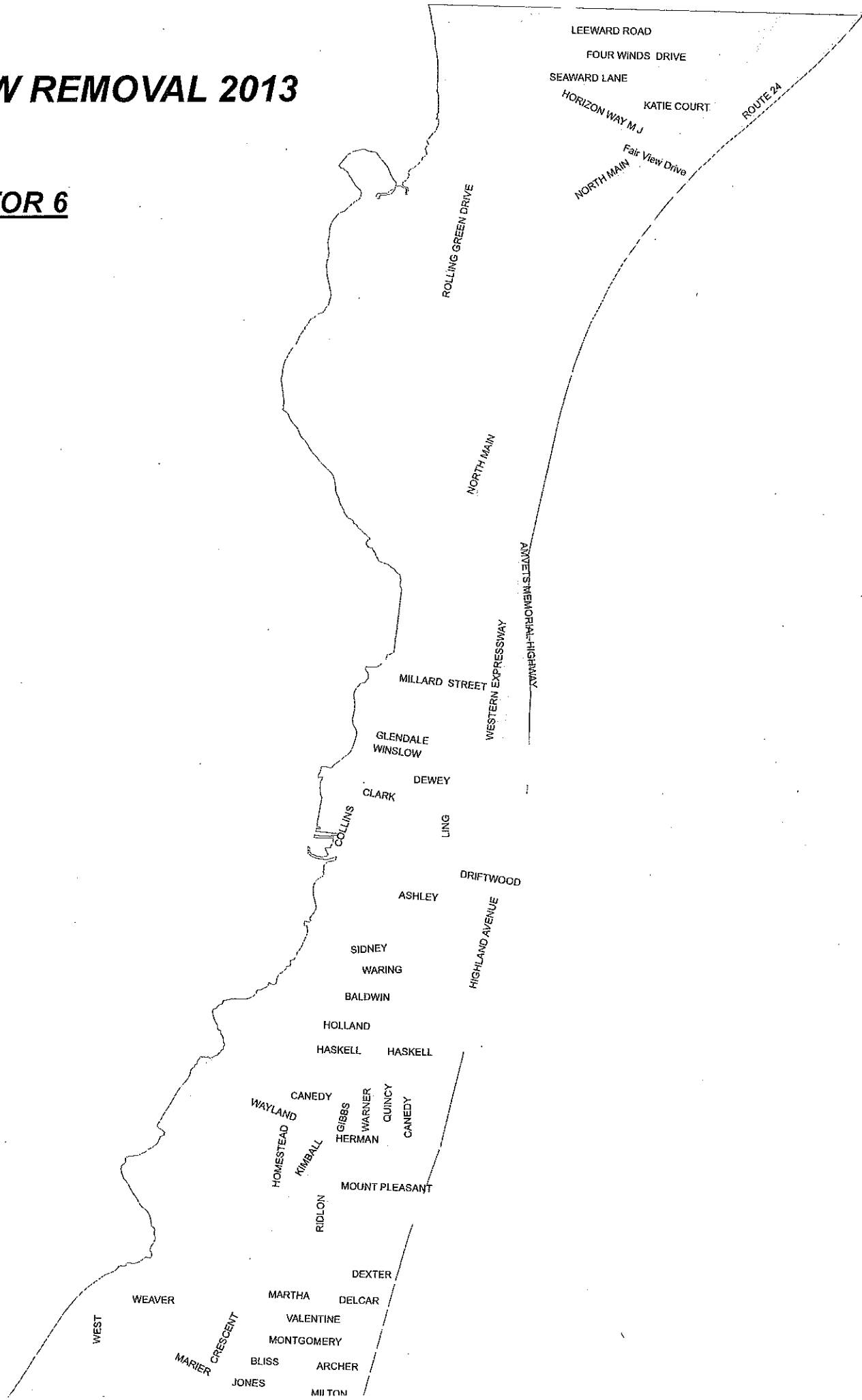
SNOW REMOVAL 2013

SECTOR 5



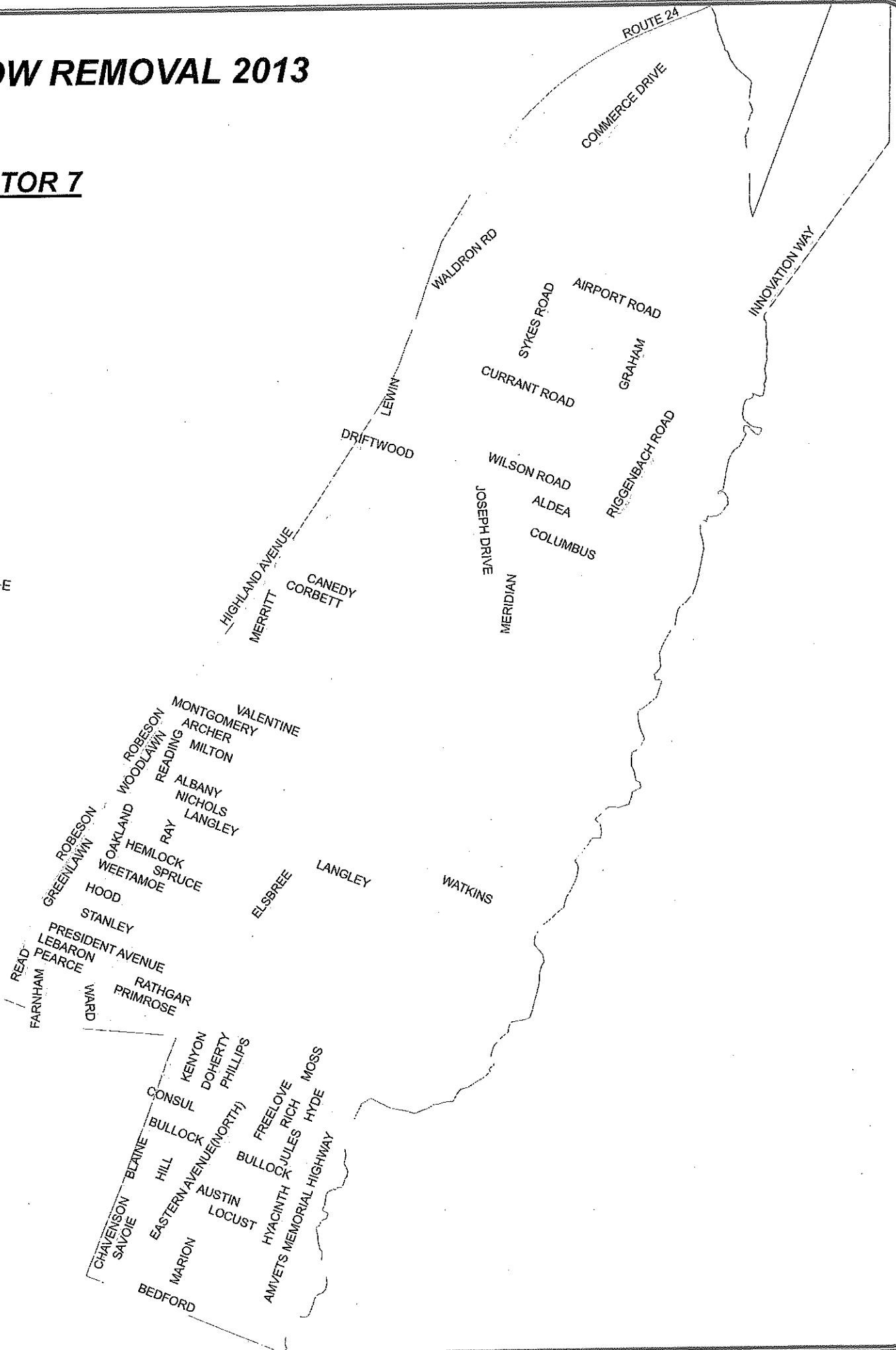
SNOW REMOVAL 2013

SECTOR 6



SNOW REMOVAL 2013

SECTOR 7



14

CITY OF FALL RIVER

To the City Council

Councillors:

The Committee on Ordinances and Legislation, at a meeting held on March 29, 2016, voted unanimously to recommend the accompanying proposed ordinance, accompanied by an emergency preamble, be passed through first reading, second reading, passed to be enrolled and passed to be ordained.


Clerk of Committees

City of Fall River, *In City Council*

EMERGENCY PREAMBLE

WHEREAS, the immediate passage of the accompanying proposed ordinance is deemed necessary inasmuch as it vitally affects the health and safety of the public, now therefore

BE IT RESOLVED, that said ordinance is hereby deemed an emergency measure in accordance with the provisions of Chapter 43, Section 20 of the Massachusetts General Laws.

City of Fall River, *In City Council*

BE IT ORDAINED by the City Council of the City of Fall River, as follows:

That Chapter 70 of the Revised Ordinances of the City of Fall River, Massachusetts, 1999, which chapter relates to traffic be amended as follows:

By inserting in Section 70-387, which section relates to handicapped parking, in proper alphabetical order the following:

Sixteenth Street, west side, starting at a point 141 feet north of Merchant Street, for a distance 20 feet northerly

Choate Street, west side, starting at a point 181 feet north of Alden Street, for a distance of 20 feet northerly

Webster Street, west side, starting at a point 94 feet north of Alden Street, for a distance of 20 feet northerly

Whipple Street, east side, starting at a point 463 feet south of Cottage Street, for a distance of 20 feet southerly

City of Fall River, In City Council

20

(Councilor Raymond A. Mitchell)

WHEREAS, the City Collector's office renovations are now complete, and

WHEREAS, it is difficult to see the next clerk that is available due to the new counter and safety glass, and

WHEREAS, customers are unaware when the next clerk is available, now therefore

BE IT RESOLVED, that the Administration work with the City Collector to install a system that better informs customers when the next clerk is available.

21
City of Fall River, *In City Council*

(Councilor Richard Cabeceiras)

WHEREAS, Fall River has a number of municipally owned buildings, and

WHEREAS, many of these buildings sit vacant and are falling into disrepair, and

WHEREAS, the city could benefit by offloading these properties to entities that will renovate or replace them, now therefore

BE IT RESOLVED, that Corporation Counsel be invited to a future meeting of the City Council Committee on Real Estate to discuss the inventory of buildings that are or will be for sale, and

BE IT FURTHER RESOLVED, that the municipal tax title representative be invited to said meeting to discuss the inventory of buildings that have been taken by forfeiture and their current status.

22

City of Fall River, *In City Council*

(Councilor Richard Cabeceiras)

WHEREAS, Fall River would benefit from rebranding, and

WHEREAS, many residents of the Greater Fall River Area are unaware of the social events that happen in Fall River, and

WHEREAS, marketing would increase tourism by promoting Fall River, and

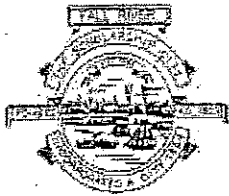
WHEREAS, a firm that promotes Fall River to businesses would benefit Fall River residents, now therefore

BE IT RESOLVED, that the administration be invited to a City Council Committee on Economic Development and Tourism to discuss putting out a request for proposals for a marketing/promotional firm(s) to provide marketing services, and

BE IT FURTHER RESOLVED, that the scope of this firm(s) be to provide marketing services that rebrand Fall River, promote tourism, inform residents of local events and promote the area to businesses looking to locate/relocate, and

BE IT FURTHER RESOLVED, that a committee be created in order to recommend the most advantageous marketing proposal for the residents of Fall River. The committee shall be comprised of 3 City Councilors, 2 representatives from the Administration, the Executive Vice President of the Fall River Office of Economic Development, the President/CEO of the Chamber of Commerce, a local business owner appointed by the City Council and a local business owner appointed by the Mayor, and

BE IT FURTHER RESOLVED, that the newly created committee appoint a committee member to act as a liaison between the city and the marketing firm for no additional compensation.



City of Fall River
Notice of Claim

RECEIVED

2016 MAR 17 P 1:16

CITY CLERK
FALL RIVER, MA

Council
27

1. Claimant's name: Lisa Weeks
2. Claimant's complete address: 190 Admiral Ralbfus Rd Newport RI 02840
3. Telephone number: Home: 508-674-7602 Work: 401-619-1649
4. Nature of claim: (e.g., auto accident, slip and fall on public way or property damage): property damage (car hit pot hole)
5. Date and time of accident: 3/12/16 11:00 AM Amount of damages claimed: \$260.32
6. Exact location of the incident: (include as much detail as possible): Heading up Herman St. hit pot hole about 1/2 way up
7. Circumstances of the incident: (attach additional pages if necessary):
I was driving up Herman St. to Highland Ave. Hit pot hole 1/2 way up Herman. It blew out the tire. Car had been towed by Andy of Newport. Tire was replaced and alignment had to be done.
8. Have you submitted a claim to any insurance company for damages arising from this incident? If so, name and address of insurance company: ☐ Yes ☒ No
No claim but made them aware of what happened

Be sure to attach the original of any bills issued or any written estimates of repair or replacement costs. (Any documents that you provide will become the property of the City of Fall River; therefore, please retain copies of any such documents for your files.) Attach any other information you believe will be helpful in the processing of your claim (for example, names and addresses of any witnesses, written medical records if personal injury was sustained).

I swear that the facts stated above are true to the best of my knowledge.

Date: 3/17/16

Claimant's signature: Lisa Weeks

WHEN TO FILE: If your claim is based on a defect in a public way, you must file within 30 days of the incident. If your claim is based on the negligence or wrongful act or omission of the City or its employees, you must file within two years of the incident. PLEASE KEEP A COPY OF THIS FORM FOR YOUR RECORDS.

Return this from to : City Clerk, 2nd Fl., One Government Center, Fall River, MA 02722

You should consult with your own attorney in preparing this claim form to understand your legal rights. The Office of the Corporation Counsel is unable to provide legal assistance to private citizens.

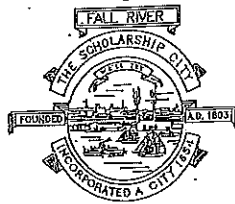
For official use only:

Copies forwarded to: ☒ City Clerk ☐ Law ☒ City Council ☐ City Administrator ☐

DCM

Date: **MAR 17 2016**

Insurance does not cover new



Council

RECEIVED

City of Fall River
Notice of Claim

2016 MAR 17 P 3:09

1. Claimant's name: Sharon M Stoller + James A Stoller CLERK 116-32
2. Claimant's complete address: 38 Chapin St Fall River MA 02724
3. Telephone number: Home: 508 567 6627 Work: _____
4. Nature of claim: (e.g., auto accident, slip and fall on public way or property damage):
Damage to driveway caused by contracted plows?
5. Date and time of accident: 2015/2016 winter Amount of damages claimed: \$ _____
6. Exact location of the incident: (include as much detail as possible):
Beginning / end of driveway where street meet.
7. Circumstances of the incident: (attach additional pages if necessary):
2' to 3 inch lip height difference from the road. The end of our driveway where it meets the road has been busted up. This happens during the last snow storm and previous plowing efforts.
8. Have you submitted a claim to any insurance company for damages arising from this incident? If so, name and address of insurance company: ☐ Yes ☒ No
City Engineer has been aware of the area, and as acknowledged that the street does need to be repaired, and is going to look at the area in front of the house
Be sure to attach the original of any bills issued or any written estimates of repair or replacement costs. (Any documents that you provide will become the property of the City of Fall River; therefore, please retain copies of any such documents for your files.) Attach any other information you believe will be helpful in the processing of your claim (for example, names and addresses of any witnesses, written medical records if personal injury was sustained).

I swear that the facts stated above are true to the best of my knowledge.

Date: 3/17/16

Claimant's signature: James Stoller

WHEN TO FILE: If your claim is based on a defect in a public way, you must file within 30 days of the incident. If your claim is based on the negligence or wrongful act or omission of the City or its employees, you must file within two years of the incident. PLEASE KEEP A COPY OF THIS FORM FOR YOUR RECORDS.

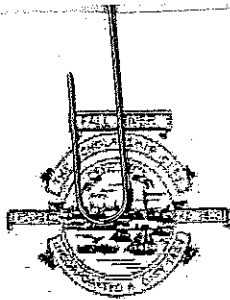
Return this from to: City Clerk, 2nd Fl., One Government Center, Fall River, MA 02722

You should consult with your own attorney in preparing this claim form to understand your legal rights. The Office of the Corporation Counsel is unable to provide legal assistance to private citizens.

For official use only:

Copies forwarded to: ☒ City Clerk ☒ Law ☒ City Council ☐ City Administrator ☐ DCM

Date: MAR 17 2016



Council

RECEIVED

City of Fall River
Notice of Claim

2016 MAR 22 A 10:59

CITY CLERK 16-33
FALL RIVER, MA

1. Claimant's name: JAMES SANTOS and ERIC OLIVEIRA
2. Claimant's complete address: 546 FREELove STREET, FALL RIVER MA
3. Telephone number: Home: 508 674 8936 Work: _____
4. Nature of claim: (e.g., auto accident, slip and fall on public way or property damage):
Property DAMAGE
5. Date and time of accident: 3/21/16 ^{8am} _{around} Amount of damages claimed: \$ _____
6. Exact location of the incident: (include as much detail as possible):
Front yard of 546 freelove Street, walk way leading up to house
7. Circumstances of the incident: (attach additional pages if necessary):
ON February 7 2016 TJ Landscaping (Tiverton) clipped the walk way cracking and shifting it. They come back and fixed it so no claim was issued. Yesterday morning, 3/21/16 at 8am, they hit it again now shifting the walk out into the street breaking not only the walkway, but the fence. (continued on attached sheet)
8. Have you submitted a claim to any insurance company for damages arising from this incident? If so, name and address of insurance company: ☐ Yes ☒ No

Be sure to attach the original of any bills issued or any written estimates of repair or replacement costs. (Any documents that you provide will become the property of the City of Fall River; therefore, please retain copies of any such documents for your files.) Attach any other information you believe will be helpful in the processing of your claim (for example, names and addresses of any witnesses, written medical records if personal injury was sustained).

I swear that the facts stated above are true to the best of my knowledge.

Date: 3/22/16

Claimant's signature: _____

WHEN TO FILE: If your claim is based on a defect in a public way, you must file within 30 days of the incident. If your claim is based on the negligence or wrongful act or omission of the City or its employees, you must file within two years of the incident. PLEASE KEEP A COPY OF THIS FORM FOR YOUR RECORDS.

Return this from to : City Clerk, 2nd Fl., One Government Center, Fall River, MA 02722

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For official use only:

Copies forwarded to: ☒ City Clerk ☒ Law ☒ City Council ☐ City Administrator ☐ DPW

Date: MAR 22 2016



City of Fall River
Notice of Claim

RECEIVED

2016 MAR 22 P 12:51

CITY CLERK 16-34
FALL RIVER, MA

1. Claimant's name: MARC DORVAL
2. Claimant's complete address: 92 CLIFTON STREET NORTH ATTLEBORO MA 02763
3. Telephone number: Home: 617-763-1579 Work: _____
4. Nature of claim: (e.g., auto accident, slip and fall on public way or property damage):
TRAFFIC/AUTO ACCIDENT
5. Date and time of accident: 3/15/16 5P Amount of damages claimed: \$ 650—
6. Exact location of the incident: (include as much detail as possible):
ON BROADWAY ST, JUST PAST COLUMBIA STREET
7. Circumstances of the incident: (attach additional pages if necessary):
I WAS DRIVING ON BROADWAY ST, JUST PAST COLUMBIA STREET, FACING THE WORKOUT WORLD GYM WHEN MY CAR SANK INTO A HUGE POT HOLE RIGHT IN THE MIDDLE OF THE STREET. I SUSTAINED HEAVY →
8. Have you submitted a claim to any insurance company for damages arising from this incident? If so, name and address of insurance company: ☐ Yes ☒ No

Be sure to attach the original of any bills issued or any written estimates of repair or replacement costs. (Any documents that you provide will become the property of the City of Fall River; therefore, please retain copies of any such documents for your files.) Attach any other information you believe will be helpful in the processing of your claim (for example, names and addresses of any witnesses, written medical records if personal injury was sustained).

I swear that the facts stated above are true to the best of my knowledge.

Date: 3/24/16

Claimant's signature: [Signature]

WHEN TO FILE: If your claim is based on a defect in a public way, you must file within 30 days of the incident. If your claim is based on the negligence or wrongful act or omission of the City or its employees, you must file within two years of the incident. PLEASE KEEP A COPY OF THIS FORM FOR YOUR RECORDS.

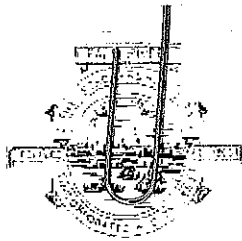
Return this from to : City Clerk, 2nd Fl., One Government Center, Fall River, MA 02722

You should consult with your own attorney in preparing this claim form to understand your legal rights. The Office of the Corporation Counsel is unable to provide legal assistance to private citizens.

For official use only:

Copies forwarded to: ☒ City Clerk ☒ Law ☒ City Council ☐ City Administrator ☒ DPW

Date: 03/22/2016



Council

RECEIVED

**City of Fall River
Notice of Claim**

MAR 28 A 11:55

CITY CLERK 16-35
FALL RIVER, MA

1. Claimant's name: Phana Thong
2. Claimant's complete address: 283 Sunset Hill Fall River, MA 02724
3. Telephone number: Home: 7749552514 Work: X
4. Nature of claim: (e.g., auto accident, slip and fall on public way or property damage):
auto damage for pothole
5. Date and time of accident: 1/18/16 @ 5:45 p. Amount of damages claimed: \$3,424.26
6. Exact location of the incident: (include as much detail as possible):
Dwelly St. going towards the pond
7. Circumstances of the incident: (attach additional pages if necessary):
I was at the 4 way stop then taking a right to Dwelly St. There was snow on the ground that made it hard to see any potholes so I driven through the street like usual until I felt a huge drop to my car.
8. Have you submitted a claim to any insurance company for damages arising from this incident? If so, name and address of insurance company: ☒ Yes ☐ No
Geico insurance / Claim #0479942580101033

Be sure to attach the original of any bills issued or any written estimates of repair or replacement costs. (Any documents that you provide will become the property of the City of Fall River; therefore, please retain copies of any such documents for your files.) Attach any other information you believe will be helpful in the processing of your claim (for example, names and addresses of any witnesses, written medical records if personal injury was sustained).

I swear that the facts stated above are true to the best of my knowledge.

Date: 3/17/16

Claimant's signature: [Signature]

WHEN TO FILE: If your claim is based on a defect in a public way, you must file within 30 days of the incident. If your claim is based on the negligence or wrongful act or omission of the City or its employees, you must file within two years of the incident. PLEASE KEEP A COPY OF THIS FORM FOR YOUR RECORDS.

Return this from to : City Clerk, 2nd Fl., One Government Center, Fall River, MA 02722

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Date: MAR 28 2016



City of Fall River
Notice of Claim

RECEIVED

2016 MAR 29 A 9:55

CITY CLERK #16-36
FALL RIVER, MA

1. Claimant's name: Allison Faunce
2. Claimant's complete address: 108 Warren St. Somerset, MA 02726
3. Telephone number: Home: 508.617.4771 Work: _____
4. Nature of claim: (e.g., auto accident, slip and fall on public way or property damage):
Auto damage from pothole on High Street between Bank St & Franklin St.
5. Date and time of accident: 6pm 3/22nd Amount of damages claimed: \$ 211.50
6. Exact location of the incident: (include as much detail as possible):
Pothole on High Street between Bank St & Franklin St.
7. Circumstances of the incident: (attach additional pages if necessary):
Driving 20-25 mph, car in front of me swerved, before I could figure out why, I hit the pothole causing my wheel rim to be bent and cracked and hub cap fly off. This damage occurred to the front passenger side tire. I had just bought car 1 week prior.
8. Have you submitted a claim to any insurance company for damages arising from this incident? If so, name and address of insurance company: ☐ Yes ☒ No

Be sure to attach the original of any bills issued or any written estimates of repair or replacement costs. (Any documents that you provide will become the property of the City of Fall River; therefore, please retain copies of any such documents for your files.) Attach any other information you believe will be helpful in the processing of your claim (for example, names and addresses of any witnesses, written medical records if personal injury was sustained).

I swear that the facts stated above are true to the best of my knowledge.

Date: 3.29.16

Claimant's signature: Allison Faunce

WHEN TO FILE: If your claim is based on a defect in a public way, you must file within 30 days of the incident. If your claim is based on the negligence or wrongful act or omission of the City or its employees, you must file within two years of the incident. PLEASE KEEP A COPY OF THIS FORM FOR YOUR RECORDS.

Return this form to : City Clerk, 2nd Fl., One Government Center, Fall River, MA 02722

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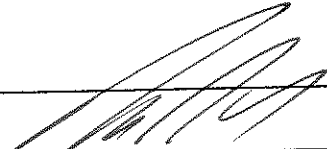
For official use only:	
Copies forwarded to:	<input checked="" type="checkbox"/> City Clerk <input checked="" type="checkbox"/> Law <input checked="" type="checkbox"/> City Council <input checked="" type="checkbox"/> City Administrator <input checked="" type="checkbox"/> DPW
Date: <u>3/29/16</u>	

**DISCLOSURE BY SPECIAL MUNICIPAL EMPLOYEE
OF FINANCIAL INTEREST IN A MUNICIPAL CONTRACT
AS REQUIRED BY G. L. c. 268A, § 20(d)**

31
RECEIVED
2016 MAR 31 P 5:09

Name of special municipal employee:	SPECIAL MUNICIPAL EMPLOYEE INFORMATION Matthew F. Burke, Jr.
Put an X beside one statement.	I am a special municipal employee because: ___ I am a selectman in a town with a population of 10,000 or fewer people; <u>X</u> I am not a mayor, alderman or city councilor, and ___ I serve in a municipal position for which no compensation is provided, or <u>X</u> I earned compensation for fewer than 800 hours in the preceding 365-day period, or <u>X</u> By the classification of my position by my municipal agency or by the terms of a contract or my conditions of employment, I am permitted to have personal or private employment during normal business hours. ___ I work for a company or organization which has a contract with a municipal agency, and I am a "key employee" because the contract identifies me by name or it is otherwise clear that the municipal is contracting for my services in particular, and the contract states that I am a special municipal employee or indicates that I meet one of the three requirements listed above.
Title/ Position	Commissioner Fall River Housing Authority Board of Commissioners
Fill in this box if it applies to you.	If you are a special municipal employee because a municipal agency has contracted with your company or organization, please provide the name and address of the company or organization.
Municipal Agency/ Department:	This is "my Municipal Agency." Fall River Housing Authority
Agency Address:	85 Morgan Street Fall River, Massachusetts
Office phone:	508 675-3585 General Counsel or Main Number is 508 675-3500
Office e-mail:	Fall River Housing Authority General Counsel email : mikesousaesq@aol.com
	Check one: ___ Elected or <u>X</u> Non-elected
Starting date as a special municipal employee.	Appointment by Governor Patrick on June 10, 2013; Oath of office taken June 10, 2013;

<p>BOX # 1</p> <p>Select either STATEMENT #1 or STATEMENT #2.</p> <p>Write an X by your financial interest.</p>	<p>ELECTED SPECIAL MUNICIPAL EMPLOYEE</p> <p>I am an elected special municipal employee.</p> <p>___ STATEMENT #1: I had a financial interest in a contract made by a municipal agency before I was elected to a compensated special municipal employee position. I will continue to have this financial interest in a municipal contract.</p> <p>___ STATEMENT #2: I will have a new financial interest in a contract made by a municipal agency.</p> <p>My financial interest in a contract made by a municipal agency is:</p> <p>___ A compensated, non-elected position with a municipal agency.</p> <p>___ A contract between a municipal agency and myself.</p> <p>___ A financial benefit or obligation because of a contract that a municipal agency has with another person or with a company or organization.</p> <p>___ Other work because a municipal agency has a contract with my company or organization and I am a "key employee" because the contract identifies me by name or it is otherwise clear that the municipal is contracting for my services in particular.</p>
<p>BOX #2</p> <p>Select either STATEMENT #1 or STATEMENT #2.</p> <p>Write an X by your financial interest.</p>	<p>NON-ELECTED SPECIAL MUNICIPAL EMPLOYEE</p> <p>I am a non-elected special municipal employee (compensated or uncompensated).</p> <p>___ STATEMENT #1: I had a financial interest in a contract made by a municipal agency, other than an employment contract, before I took a non-elected, compensated special municipal employee position. I will continue to have this financial interest in a municipal contract.</p> <p>My financial interest in a contract made by a municipal agency is:</p> <p>___ A contract between a municipal agency and myself, but not an employment contract.</p> <p>___ A financial benefit or obligation because of a contract that a municipal agency has with another person or with a company or organization.</p> <p>OR</p> <p><u>X</u> STATEMENT #2: I will have a new financial interest in a contract made by a municipal agency.</p> <p>My financial interest in a contract made by a municipal agency is:</p> <p>___ A compensated, non-elected position with a municipal agency.</p> <p>___ A contract between a municipal agency and myself.</p> <p><u>X</u> A financial benefit or obligation because of a contract that a municipal agency has with another person or with a company or organization.</p> <p>___ Other work because a municipal agency has a contract with my company or organization and I am a "key employee" because the contract identifies me by name or it is otherwise clear that the municipal is contracting for my services in particular.</p>
<p>Name and address of municipal agency that made the contract</p>	<p>FINANCIAL INTEREST IN A MUNICIPAL CONTRACT</p> <p>This is the "contracting agency."</p> <p>Fall River Housing Authority 85 Morgan Street Fall River, MA 02720</p>
<p>Write an X to confirm this statement.</p>	<p><u>X</u> In my work as a special municipal employee for my Municipal Agency, I participate in or have official responsibility for activities of the contracting agency.</p>

<p>FILL IN THIS BOX OR THE NEXT BOX</p> <p><i>same MP</i></p>	<p>ANSWER THE QUESTION IN THIS BOX IF THE CONTRACT IS BETWEEN THE MUNICIPAL AGENCY AND YOU.</p> <ul style="list-style-type: none"> - Please explain what the contract is for. <p>Federal Funding was awarded to the City of Fall River's Community Development Agency" Continuum of Care Grant Program, entitled the "Next Step Program." This is a competitive grant program which provides Supportive Housing Funds under the Federal McKinney / Vento Program to combat homelessness to in metropolitan areas. The City's Community Development Agency signed a 1-year contract with the Fall River Housing Authority (in amount of \$438,730.00 with a match from Steppingstone, Inc. in the amount of \$110,424.00) to assist in the administration of these special Section 8 vouchers; the FRHA would be eligible to receive an administration fee of approximately \$27,826.00;</p> <p>Commissioner / Attorney Matthew Burke's LLC 120 Purchase Street, LLC purchased a property in June of 2015 where one apartment had a special Shelter Plus Care Housing Assistance Payment Contracted Tenant. The money has been escrowed in order to avoid any illegalities and, after a multitude of inquiries for an issuance of a decision on this matter, is placed before the Fall River City Council for an M.G.L. c. 268A, Section 20 (d) exemption.</p> <p>A contract would have to be signed by the executive director of the FRHA and the manager of 120 Purchase Street, LLC, Atty. Kenneth Van Colon.</p>
	<p>ANSWER THE QUESTIONS IN THIS BOX IF THE CONTRACT IS BETWEEN THE MUNICIPAL AGENCY AND ANOTHER PERSON OR ENTITY</p> <ul style="list-style-type: none"> - Please identify the person or entity that has the contract with the municipal agency. - What is your relationship to the person or entity? - What is the contract for?
<p>What is your financial interest in the municipal contract?</p>	<ul style="list-style-type: none"> - Please explain the financial interest and include the dollar amount if you know it. <p>The financial interest would include a monthly rental subsidy for this unit with this particular tenant in the amount of \$700.00 per month.</p>
<p>Date when you acquired the financial interest</p>	<p>June, 2015</p>
<p>What is the financial interest of your immediate family?</p>	<ul style="list-style-type: none"> - Please explain the financial interest and include the dollar amount if you know it. <p>None</p>
<p>Date when your immediate family acquired the financial interest</p>	<p>None</p>
<p>Employee signature:</p>	
<p>Date:</p>	<p>3/31/16</p>

SEE NEXT PAGE FOR APPROVAL
BY CITY COUNCIL, BOARD OF ALDERMEN,
BOARD OF SELECTMEN. TOWN COUNCIL,

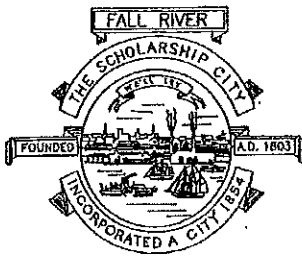
OR DISTRICT PRUDENTIAL COMMITTEE

**APPROVAL OF EXEMPTION
BY THE CITY COUNCIL, BOARD OF ALDERMEN, BOARD OF SELECTMEN,
TOWN COUNCIL OR DISTRICT PRUDENTIAL COMMITTEE**

Name:	
Name of approving body: Write an X by one selection.	<input type="checkbox"/> City Council <input type="checkbox"/> Board of Aldermen <input type="checkbox"/> Board of Selectmen <input type="checkbox"/> Town Council <input type="checkbox"/> District Prudential Committee
Title/ Position	
Agency Address:	
Office phone:	
APPROVAL OF § 20(d) EXEMPTION	
	<p>We have received a disclosure under G.L. c. 268A, § 20(d) from a special municipal employee who seeks to have a financial interest in a contract made by a municipal agency of this city or town. We understand that the special municipal employee participates in, or has official responsibility for, activities of the municipal agency that made the contract. We approve this exemption under § 20(d) regarding the financial interest identified by the special municipal employee.</p>
Signature:	On behalf of the Council, Board or Committee identified above, I sign this approval.
Date:	

Attach additional pages if necessary.

File your completed, signed, approved Disclosure with the city or town clerk.



C. SAMUEL SUTTER
Mayor

**City of Fall River
Massachusetts**
Community Development Agency



buyfallriver *NOW*

MICHAEL P. DION
Executive Director / CFO

David Sullivan, Executive Director
Fall River Housing Authority
85 Morgan Street
P.O. Box 989
Fall River, MA 02722

RE: Continuum of Care Grant Contract-Next Step Home 4/1/15-3/31/16
Grant Number: MA0236L1T151407

Dear Mr. Sullivan:

Effective April 1, 2015, you are authorized and directed to proceed to provide services in conformity with the above referenced Agreement for Program Administration executed by your Agency with the Fall River Community Development Agency.

Kindly ensure that all contract terms and requirements identified therein (including Appendices attached thereto) are complied with fully. All services to be provided under this contract shall be completed on or about March 31, 2016.

If you have any questions or concerns, please contact me immediately.

Sincerely,

Michael P. Dion
Executive Director/CFO

CC Dave S.
Mike Sosa
Deb Sosa
Jo-Ann

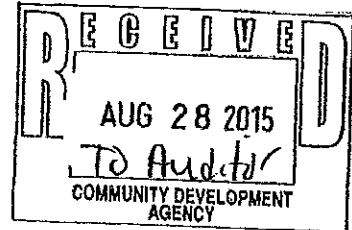
Contract #
16-71

Fall River, Massachusetts

**CONTINUUM OF CARE (COC) GRANT
PROGRAM**

Permanent Housing

**AGREEMENT FOR PROGRAM
ADMINISTRATION**



By and Between

Fall River Community Development Agency
Recipient

and

Fall River Housing Authority
Subrecipient & Housing Provider

FOR THE ADMINISTRATION OF

Next Step Home Tenant-Based Rental Assistance
Program Name

Total Program Budget: \$549,154.00

CoC FY14 Competition Grant Funds: \$438,730.00 (\$32,872.32 to FRHA)
Steppingstone, Inc. Match: \$ 110,424.00

AGREEMENT FOR PROGRAM ADMINISTRATION
AGREEMENT BETWEEN
FALL RIVER COMMUNITY DEVELOPMENT AGENCY

AND

Fall River Housing Authority

THIS AGREEMENT, entered into this 1st day of April, 2015, by and between the **Fall River Community Development Agency (CDA)**, herein called the "**Recipient**", acting through and on behalf of the City of Fall River, Massachusetts, and the **Fall River Housing Authority (FRHA)**, a public agency that rents affordable housing to lower individuals, hereinafter called the "**Subrecipient**".

WITNESSETH THAT:

WHEREAS, the **Recipient** does receive funds under the **FY 2014 Continuum of Care (CoC) Grant Program Next Step Home - Grant Number: MA0236L1T151407, Federal Catalog # 14.267**, to provide Tenant-Based Rental Assistance (TBRA) to no less than **26 individuals and 14 families** housed in residential properties located in the City of Fall River;

WHEREAS, pursuant to such activities CDA desires to engage the FRHA to provide such services which the FRHA has represented itself capable and qualified to perform;

NOW, THEREFORE, for valuable consideration paid each to the other, receipt of which is hereby acknowledged, and in consideration of mutual promise, covenants, and agreements herein contained, it is agreed as follows:

1. Scope of Services

- a. **Housing Inspections:** FRHA shall be responsible to physically inspect each unit, initially and annually or as required, to assure that the units meet Housing Quality Standards (HQS) (24 CFR 578.75(b));
- b. **Rent Reasonableness:** FRHA shall calculate rent reasonableness to determine whether the rent amount for the assisted unit is reasonable in relationship to rents being charged for comparable unassisted units, initially and on an annual basis thereafter (24 CFR 578.51(g));
- c. **Tenant's Rent:** FRHA shall calculate the amount of rent, including utilities, to be paid by each participant, initially and on an annual basis thereafter, or upon a change of income, in accordance with 24 CFR 578.77 (b) & (c);

d. Income of Participants: FRHA shall calculate participant's income and eligibility, in accordance with 24 CFR 5.609 and 24 CFR 5.611(a), initially and on an annual basis thereafter (24 CFR 578.77(b)(4) & (c)(2));

e. Rental Subsidy Administration: FRHA shall administer the rental subsidy segment of the CoC Program, including:

- (1) Entering into a rental agreement with each participating landlord and making the agreements available for inspection by CDA upon request;
- (2) Submitting requests for cash advance payment to CDA, on or before the 5th day of each month, which project costs for the coming month (requests shall be in a form acceptable to CDA).

CDA agrees to advance funds to the FRHA for immediate cash disbursement needs for rental assistance, in accordance with 24 CFR 85.21, upon verification of the completed request for payment. Each request shall be accompanied by properly executed invoices and projection of costs that conclusively substantiate the amounts requested for each cost category.

In the event that the FRHA requests funds for a given month in excess of the actual expenditures for that month, the following month's requisition shall be adjusted to reflect the difference. Should CDA question any information contained in the request for payment, it shall notify the FRHA and pay only that portion of the request which satisfactorily has been verified. If partial payment is not possible, the payment will not be processed until verification is completed;

- (3) Preparing and executing applicable documents, including but not limited to occupancy agreements, housing assistance payment contracts, certificates of family participation, and statements of family responsibility;
- (4) Issuing rent checks to landlords;
- (5) Processing vacancy payments in accordance with CoC Program regulations (24 CFR 578.51(i));
- (6) Processing property damage payments, in accordance with CoC Program regulations (24 CFR 578.51(j));
- (7) Maintaining rental assistance records, in accordance with CoC Program requirements (24 CFR 578.103) and in a manner which will facilitate the compilation of the Annual Progress Report (APR) to the Department of Housing and Urban Development (HUD);

- (8) Ensuring that rental assistance to participating households is terminated in only the most severe cases for violation of program requirements or conditions of occupancy; and having in place a formal process that recognizes the rights of individuals receiving assistance to due process of law, in accordance with CoC Program regulations (24 CFR 578.91).

- f. FRHA shall maintain and make records of such services available to CDA; and
- g. The FRHA shall ensure that all of the above services are provided in a manner equal in all respects to the best standard of practice.
- h. HUD Grant Agreement (Appendix B)

2. Time and Manner of Performance

The term of this Agreement shall commence as the date first written above and shall terminate on the last day of the program year, **March 31, 2016**.

The FRHA shall, in a satisfactory and proper manner as determined by CDA, perform the tasks outlined in the **Scope of Services** (Section 1 above) and in accordance with the CoC Grant Agreement (Appendix B).

3. General Administration

The **Subrecipient** shall administer the CoC Grant in accordance with the following Federal regulations: **24 CFR Part 578: Homeless Emergency Assistance and Rapid Transition to Housing (HEARTH): Continuum of Care Program; Interim Final Rule** published in the Federal Register in July 2012 and **2 CFR Part 200-Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards** published December 2013.

4. Compensation

The FRHA is eligible to receive up to 8 (eight) percent, **\$32,872.32**, of the Rental Assistance line item, **\$410,904.00**, depending on funding availability (Appendix A).

5. Termination of Contract For Cause

If, through any cause, the FRHA shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if the FRHA shall violate this Contract, CDA shall thereupon have the right to terminate this Contract by giving written notice to the FRHA of such termination and specifying the effective date thereof, at least five days before the effective date of such termination.

Notwithstanding the above, the FRHA shall not be relieved of liability to CDA for damages sustained by CDA by virtue of any breach of the Contract by the FRHA, and the CDA may

withhold any payments to the FRHA for the purpose of set-off until such time as the exact amount of damages due CDA from the FRHA is determined.

6. Termination For Convenience of CDA

The CDA may terminate the Contract at any time by giving at least ten days notice in writing from the CDA to the FRHA. If the FRHA is terminated by the CDA as provided herein, the FRHA will be paid an amount which bears the same ratio to the total compensation by this Contract, less payments of compensation previously made. If this Contract is terminated due to the fault of the FRHA, Paragraph five thereof, relative to termination, shall apply.

7. Amendments

CDA may, from time to time, request changes in the scope of the services of the FRHA to be performed hereunder. Such changes, including any increase or decrease in the amount of the FRHA's compensation, which are mutually agreed upon by and between CDA and the FRHA, shall be incorporated in written amendments to this Contract.

8. Assignability

The FRHA shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or notation), without prior written consent of CDA thereto: provided, however, that claims for money due or to become due to the FRHA from CDA under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to CDA.

9. Compliance With Local Laws

The FRHA shall comply with all applicable laws, ordinances, and codes of the State and local governments, and the FRHA shall save the CDA harmless with respect to any damages arising from the performance of any of the work embraced by this Contract.

10. HUD Findings, Sanctions or Actions

The FRHA acknowledges that if an order to repay grant funds results from a HUD Finding, Sanction, or other action due to the FRHA's non-compliance with HUD regulations or policies, the FRHA will be solely responsible for said repayment of funds to the Fall River Community Development Agency or to HUD.

11. Lease Agreements

Within 15 days of signing this Agreement, the Fall River Housing Authority shall furnish to CDA a copy of a Memorandum Of Understanding (MOU) (**Appendix C**) between the Fall River Housing Authority (FRHA) and Steppingstone, Inc., for the current program year. The MOU will acknowledge that all tenant leases for the Next Step Home Program in the possession of the FRHA shall be made available to Steppingstone, Inc., and CDA upon request.

12. Audits & Inspections

On an annual basis, the **Subrecipient** shall engage an independent firm to undertake an audit of financial records of the previous program year and submit a copy of said audit to the **Recipient** no later than **November 1** following completion of the program year. All **Subrecipient** records with respect to any matters covered by this Agreement shall be made available to the **Recipient**, grantor agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this Contract and may result in the withholding of future payments. The **Subrecipient** hereby agrees to have an annual agency audit conducted in accordance with the current **Recipient** policy concerning **Subrecipient** audits, 24 CFR 578.99(g), and OMB Circular 2 CFR 200 at Subpart F 200.500.

13. FFATA Subaward Reporting System (FSRS)

To comply with the 2006 Federal Funding Accountability and Transparency Act (FFATA), the **Subrecipient** agrees to provide any and all data necessary to the City for the City to report this information to the FFATA Subaward Reporting System (FSRS). FSRS will collect data from Federal prime awardees on sub-awards they award. This information will be contained in a single searchable website compiling all federal spending awards, located at www.usaspending.gov.

Federal Registrations

The **Subrecipient** is required to obtain a valid **Data Universal Numbering System (DUNS)** number and report it to the **Recipient**. A DUNS number can be obtained at no-cost at www.dnb.com. As part of the 2006 Federal Funding Accountability and Transparency Act (FFATA), subrecipients receiving \$25,000 or more in federal funding on or after October 1, 2010 are required to register with the Central Contractor Registry, now consolidated into the **System for Award Management (SAM)**, which can be done at www.sam.gov and provide the SAM number to the **Recipient**. SAM registrations expire after one year and must be renewed annually. Additionally, the **Subrecipient** must obtain a **Federal Identification Number (FID)** and provide it to the **Recipient**. The **Subrecipient** shall comply with requirements established by the Office of Management and Budget (OMB) concerning the Dun and Bradstreet Data Universal Numbering System (DUNS), System for Award Management (SAM) database, and the Federal Funding Accountability and Transparency Act, including Appendix A to Part 25 of the Financial Assistance Use of Universal Identifier and Central Contractor Registration, 75 Fed. Reg. 55671 (Sept. 14, 2010)(codified at 2 CFR part 25) and Appendix A to Part 170 of the Requirements for Federal Funding Accountability and Transparency Act Implementation, 75 Fed. Reg. 55663 (Sept. 14, 2010)(codified at 2 CFR part 170).

14. Section 504 Compliance

The **Subrecipient** shall comply with **Section 504 of the Rehabilitation Act of 1973**. Section 504 states: The **Subrecipient** will prohibit discrimination on the basis of disability in any program or activity that receives financial assistance from any federal agency, including the U.S. Department of Housing and Urban Development.

15. Coordinated Assessment

All Continuum of Care-funded programs must agree to participate in Coordinated Assessment, where one agency is responsible to assess/triage all clients entering the Fall River CoC. The intention is to streamline the process of assisting the homeless by reducing the amount of time people spend moving from program to program before finding the right match. The referral of clients is prioritized by the length of homelessness and the individual/family's vulnerability. The **Subrecipient** must agree to a CoC-wide centralized waiting list.

16. Disclosure/Confidentiality

The **Subrecipient** understands that client information collected under this Contract is private and the use or disclosure of such information, *when not directly connected with the administration of the Recipient's or Subrecipient's responsibilities with respect to services provided under this Contract*, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

Findings Confidential: Nothing in this Agreement shall be construed to violate the privacy of individuals who are served by the program, nor shall this Agreement be construed to require the **Subrecipient** to publish or release information to third parties which would violate the privacy of such individuals. It is further agreed that information obtained and used by the **Recipient**, as required by this Agreement, shall not be used or disclosed in such a way as to violate individual privacy and client relationships.

The **Subrecipient** must develop and implement written procedures to ensure the following:

1. All records containing protected identifying information of any individual or family who applies for and/or receives Continuum of Care assistance will be kept secure and confidential;
2. The address or location of any family violence project assisted with Continuum of Care funds will not be made public, except with written authorization of the person responsible for the operation of the project; and
3. The address or location of any housing of a program participant will not be made public, except as provided under a preexisting privacy policy of the Recipient or Subrecipient and consistent with State and local laws regarding privacy and obligations of confidentiality.

17. Conflict of Interest

The **Subrecipient** shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees, or agents engaged in the award and administration of contracts supported by Federal funds.

The **Subrecipient** agrees to abide by the provisions of 24 CFR 84.42 and 578.95, along with 2 CFR 200.112 and 200.318, which include, but are not limited to, the following:

- (a) *Procurement.* For the procurement of property (goods, supplies, or equipment) and services, the recipient and its subrecipients must comply with the codes of conduct and conflict-of-interest requirements under 24 CFR 85.36 (for governments) and 24 CFR 84.42 (for private nonprofit organizations).
- (b) *Continuum of Care board members.* No Continuum of Care board member may participate in or influence discussions or resulting decisions concerning the award of a grant or other financial benefits to the organization that the member represents.
- (c) *Organizational conflict.* An organizational conflict of interest arises when, because of activities or relationships with other persons or organizations, the recipient or subrecipient is unable or potentially unable to render impartial assistance in the provision of any type or amount of assistance under this part, or when a covered person's, as in paragraph (d)(1) of this section, objectivity in performing work with respect to any activity assisted under this part is or might be otherwise impaired. Such an organizational conflict would arise when a board member of an applicant participates in decision of the applicant concerning the award of a grant, or provision of other financial benefits, to the organization that such member represents. It would also arise when an employee of a recipient or subrecipient participates in making rent reasonableness determinations under 578.49(b)(2) and 578.51(g) and housing quality inspections of property under 578.75(b) that the recipient, subrecipient, or related entity owns.
- (d) *Other conflicts.* For all other transactions and activities, the following restrictions apply:

(1) No covered person, meaning a person who is an employee, agent, consultant, officer, or elected or appointed official of the recipient or its subrecipients and who exercises or has exercised any functions or responsibilities with respect to activities assisted under this part, or who is in a position to participate in a decision-making process or gain inside information with regard to activities assisted under this part, may obtain a financial interest or benefit from an assisted activity, have a financial interest in any contract, subcontract, or agreement with respect to an assisted activity, or have a financial interest in the proceeds derived from an assisted activity, either for him or herself or for those with whom he or she has immediate family or business ties, during his or her tenure or during the one-year period following his or her tenure.

(2) *Exceptions.* Under the written request of the recipient, HUD may grant an exception to the provisions of this section on a case-by-case basis, taking into account the cumulative effects of the criteria in paragraph (d)(2)(ii) of this section, provided that the recipient has satisfactorily met the threshold requirement of paragraph (d)(2)(ii) of this section.

(i) *Threshold requirements.* HUD will consider an exception only after the recipient has provided the following documentation:

- (A) Disclosure of the nature of the conflict, accompanied by a written assurance, if the recipient is a government, that there has been public disclosure of the conflict and a description of how the public disclosure was made; and if the recipient is a private nonprofit organization, that the conflict has been disclosed in accordance with their written code of conduct or other conflict-of-interest policy; and
- (B) An opinion of the recipient's attorney that the interest for which the exception is sought would not violate State or local law, or if the subrecipient is a private nonprofit organization, the exception would not violate the organization's internal policies.

(ii) *Factors to be considered for exceptions.* In determining whether to grant a requested exception after the recipient has satisfactorily met the threshold requirements under paragraph (c)(3)(i) of this section, HUD must conclude that the exception will serve to further the purposes of the Continuum of Care program and the effective and efficient administration of the recipient's or subrecipient's project, taking into account the cumulative effect of the following factors, as applicable:

- (A) Whether the exception would provide a significant cost benefit or an essential degree of expertise to the program or project that would otherwise not be available;
- (B) Whether an opportunity was provided for open competitive bidding or negotiation;
- (C) Whether the affected person has withdrawn from his or her functions, responsibilities, or the

decision-making process with respect to the specific activity in question;

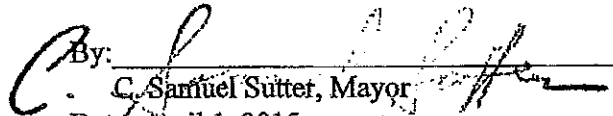
- (D) Whether the interest or benefit was present before the affected person was in the position described in paragraph (c)(1) of this section;
- (E) Whether undue hardship will result to the recipient, the subrecipient, or the person affected, when weighted against the public interest served by avoiding the prohibited conflict;
- (F) Whether the person affected is a member of a group or class of persons intended to be the beneficiaries of the assisted activity, and the exception will permit such person to receive generally the same interests or benefits as are being made available or provided to the group or class; and
- (G) Any other relevant considerations.

18. Participation in Homeless Service Providers Coalition


The **Chief Executive Officer** of the **Subrecipient** will attend the monthly meetings of the Fall River Homeless Service Providers Coalition.

IN WITNESS WHEREOF, CDA and the FRHA have executed this Agreement as of the date first above written.


City of Fall River, Massachusetts

By: 
C. Samuel Sutter, Mayor
Date: April 1, 2015


Fall River Community Development Agency

By: 
Michael P. Dion, Executive Director /CFO
Date: April 1, 2015

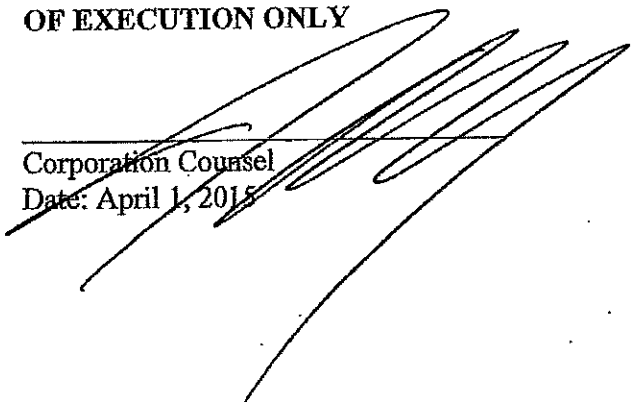
**Subrecipient-Fall River Housing
Authority**

By: 
David B. Sullivan, Executive Director
Date: April 1, 2015

Funds Are Available and Encumbered

By: 
Michael P. Dion, Executive Director / CFO
Date: April 1, 2015

**APPROVED AS TO FORM AND MANNER
OF EXECUTION ONLY**


Corporation Counsel
Date: April 1, 2015

Program Name: Next Step Home TBRA (Permanent Housing)

Grant Number: MA 0236 L1T1 51407

CoC Number and Name: MA-515 Fall River CoC

Recipient Legal Name: City of Fall River

EIN/TIN: 04-6001387

Duns Number: 075716456

Appendix A

Summary Budget

Eligible Costs

1a. Acquisition

1b. Rehabilitation

1c. New Construction

2a. Leased Units

2b. Leased Structures

3. Housing Relocation and Stabilization

4. Short-term/Medium-term Assistance

5. Long-term Rental Assistance

6. Supportive Services

7. Operating

8. HMIS

9. Sub-total Costs Requested

10. Admin
(Up to 10%)

11. Total Assistance
Plus Admin Requested

12. Cash Match

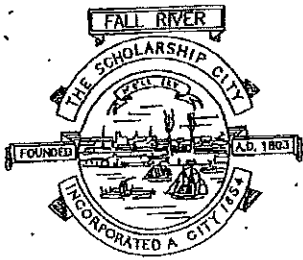
13. In-Kind Match

14. Total Match

15. Total Budget

Total Assistance
Requested
for Grant Term
(Applicant)

Annual Assistance Requested (Applicant)	Grant Term (Applicant)	
\$0	1 Year	\$0
\$0	1 Year	\$0
\$0	1 Year	\$0
\$0	1 Year	\$0
\$410,904.00	1 Year	\$410,904.00
\$0	1 Year	\$0
\$0	1 Year	\$0
\$0	1 Year	\$0
		\$410,904.00
		\$27,826.00
		\$438,730.00
		\$0
		\$110,424.00
		\$110,424.00
		\$549,154.00



C. SAMUEL SUTTER
Mayor

City of Fall River
Massachusetts
Community Development Agency



buyfallrivernow

MICHAEL P. DION
Executive Director / CFO

July 29, 2015

Department of Housing and Urban Development
Community Planning and Development Regional Office
Mr. Robert D. Shumeyko, Director
Thomas P. O'Neill, Jr. Federal Building
10 Causeway Street
Boston, Massachusetts 02222-1092


Dear Mr. Shumeyko:

RE: Transmittal of Grant Agreement:
CHAOS MA0234L1T151407
Next Step Home Program MA0236L1T151407
Homeless Management Information System MA0323L1T151406

Please find enclosed the signed Grant Agreements for the above-referenced program as requested.

If you have any concerns, please call Mary Camara, Coordinator of Homeless Programs, at 508-679-0131. Thank you for your ongoing support. Looking forward to continue working with you.

Sincerely,


Michael P. Dion
Executive Director/CFO

enclosure(s)

One Government Center • Fall River, MA 02722 • TEL (508) 679-0131 • FAX (508) 679-0752
Mailing Address: P.O. Box 1711 • Fall River, MA 02722
fallriverma.org • buyfallrivernow.com

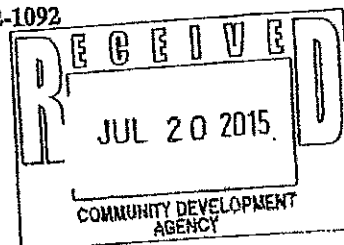


Appendix B

U.S. Department of Housing and Urban Development

MASSACHUSETTS STATE OFFICE, NEW ENGLAND AREA
Office of Community Planning and Development
Thomas P. O'Neill, Jr. Federal Building
10 Causeway Street - Fifth Floor
Boston, Massachusetts 02222-1092

Fax (617) 565-5442



Michael P. Dion
Executive Director/CFO
City of Fall River
Community Development Agency
One Government center
P.O. Box 1711
Fall River, MA 02722

JUL 15 2015

Dear Ms. Dion

SUBJECT: Transmittal: 2014 CONTINUUM OF CARE PROGRAM
MA-515 - Renewal Grant Agreements: City of Fall River

Congratulations on the final selection for funding under the Department of Housing and Urban Development (HUD) fiscal year (FY) 2014 Continuum of Care competition. Attached is a copy of the Grant Agreement and Exhibit- Scope of Work (s) for grant numbers: MA0234L1T151407, MA0236L1T151407 and MA0323L1T151406.

The FY14 Scope of Work along with the FY2012 grant agreement(s) constitute the legal agreement between your organization and HUD. Please have the authorized representative of your organization sign both (2) copies of each GRANT AGREEMENT. Retain one copy of each Exhibit- Scope of Work within your organization, scan one executed copy of each GRANT AGREEMENT along with the SAM (System Award Management) detail printout, email to your assigned CPD Representative, Laura Schiffer laura.b.schiffer@hud.gov and David Manganis, our CPD Program Assistant david.m.manganis@hud.gov as well as mail one hard copy of each grant to this office within 10 days from the date of this letter.

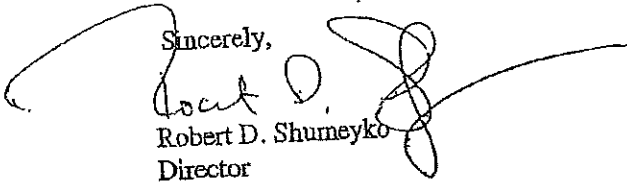
If any financial information requires a revision, please utilize the following documents, which can be found at http://portal.hud.gov/hudportal/HUD?src=/program_offices/cfo/locs_guidelines#3 or <http://portal.hud.gov/hudportal/HUD?src=/espanol> : and submit to your Representative for processing.

- The LOCCS/VRS Access Authorization Form (HUD -27054)
<http://portal.hud.gov/hudportal/documents/huddoc?id=27054.pdf>
- The Direct Deposit Form (SF-1199A)
http://www.irs.gov/pub/irs-utl/sf-1199-a_dirdeposit.pdf
- The Request Voucher for Grant Payment (HUD-27053)
http://portal.hud.gov/hudportal/documents/huddoc?id=DOC_11714.pdf

Appendix B

If we can offer any further assistance, please do not hesitate to contact Laura Schiffer at 617-994-8359, or laura.b.schiffer@hud.gov

Sincerely,


Robert D. Shurneyko
Director

Tax ID Number: 04-6001387
Original CoC Grant Number: MA0236L1T151205
CoC Program Grant Number: MA0236L1T151407
DUNS Number: 075716456

SCOPE OF WORK EXHIBIT for the FY 2014 CoC PROGRAM COMPETITION

1. This Agreement is governed by the Continuum of Care program Interim Rule attached hereto and made a part hereof as Exhibit 1a. Upon publication for effect of a Final Rule for the Continuum of Care program, the Final Rule will govern this Agreement instead of the Interim Rule. The project listed on this Exhibit at 5., below, is also subject to the terms of the FY 2014 Notice of Funds Availability.
2. This Exhibit, providing an additional award of funding, is added to the Continuum of Care Program Grant Agreement identified above by the Original CoC Program Grant Number, under the authority of the fifth paragraph of the Original CoC Program Grant Agreement. The funding provided through this Scope of Work will be referred to by the Renewal Award Number listed above.
3. The grant term applicable to funds shall be 1 year which shall run from 04-01-2015 to 03-31-2016
4. The Continuum that designated Recipient to apply for grant funds is not a high-performing community.
5. Recipient is not a Unified Funding Agency and was not the only Applicant the Continuum of Care designated to apply for and receive grant funds and is not the only Recipient for the Continuum of Care that designated it. HUD's total funding obligation for this grant is \$438730 for project number MA0236L1T151407. In accordance with 24 CFR 578.105(b), Recipient is prohibited from moving more than 10% from one budget line item in a project's approved budget to another without a written amendment to this Agreement. The obligation for this project shall be allocated as follows:

Appendix B

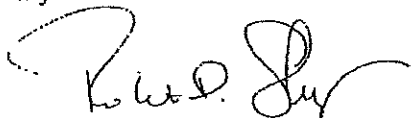
a. CoC Planning cost	\$ 0
b. Acquisition	\$ 0
c. New construction	\$ 0
d. Rehabilitation	\$ 0
e. Leasing	\$ 0
f. Rental assistance	\$ 410904
i. Tenant-based rental assistance	\$
ii. Project-based rental assistance	\$
iii. Sponsor-based rental assistance	\$
g. Supportive services	\$ 0
h. Operating costs	\$ 0
i. HMIS	\$ 0
j. Administration	\$ 27826

6. No funds for new projects may be drawn down by Recipient until HUD has approved site control pursuant to §578.21 and §578.25 and no funds for renewal projects may be drawn down by Recipient before the end date of the project's final operating year under the grant that has been renewed.
7. Nothing in this grant agreement shall be construed as creating or justifying any claim against the federal government or the grantee by any third party.

This agreement is hereby executed on behalf of the parties as follows:

UNITED STATES OF AMERICA,
Secretary of Housing and Urban Development

By:



(Signature)

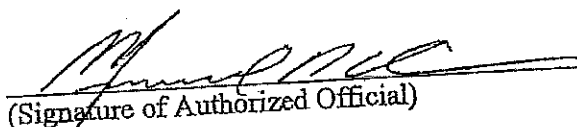
Robert Shumeyko, Director
(Typed Name and Title)

July 14, 2015
(Date)

RECIPIENT

City of Fall River
(Name of Organization)

By:



(Signature of Authorized Official)

Michael Dion, Executive Director/CFO
(Typed Name and Title of Authorized Official)

July 22, 2015
(Date)

View assistance for Search Results

Search Results

Your search returned the following results...		Glossary	
Notice: This printed document represents only the first page of your SAM search results. More results may be available. To print your complete search results, you can download the PDF and print it.		Search Results	
Entity	FALL RIVER, CITY OF	STATUS: Active	Entity
DUNS#: 475716456	CAGE Code: 4RZK0	View Details	Exclusion Search
Has Active Exclusion?: No	DoDAAC		Filters
Expiration Date: 05/06/2016	Delinquent Federal Debt? No		By Record Status
Purpose of Registration: Federal Assistance Awards Only			By Functional Area - Entity Management
			By Functional Area - Performance Information

\$AM. | System for Award Management LO

Note to all Users: This is a Federal Government computer system. Use of this system constitutes consent to monitoring at all times.

IBM v1.P34.20150710-1415



Steppingstone, Inc.

Appendix C

Men's Recovery Home
400 North Main Street
Fall River, MA 02720
508-874-2788 x 102

Women's Treatment Program
522 North Main Street
Fall River, MA 02720
508-874-2788 x 101

Women's Treatment Program
879 Pleasant Street
New Bedford, MA 02740
508-864-1860 x 124

Outpatient Treatment
542 North Main Street
Fall River, MA 02720
508-874-2788 x 120

Next Step Home Program
North Main Street
Fall River, MA 02720
508-874-2788 x 213

Graduate Program
548 North Main Street
Fall River, MA 02720
508-874-2788 x 118

Graduate Program
877 Pleasant Street
New Bedford, MA 02740
508-864-1860 x 124

Transition House
12 North Main Street
Fall River, MA 02720
508-874-2788 x 118

Next Step Home
Wayway Shelter Program
North Main Street
Fall River, MA 02720
508-8001

Residence
North Main Street
Fall River, MA 02720
508-4158

Memorandum of Understanding Regarding Custody and Sharing of Tenant Leases Between Steppingstone, Inc. and the Fall River Housing Authority

This Memorandum of Understanding (Memorandum) sets forth understandings and intentions of Steppingstone, Inc. ("Steppingstone") and the Fall River Housing Authority ("FRHA") with regard to tenant leases for the Shelter Plus Care Program /Next Step Home/Tenant-Based Rental Assistance ("Program").

All leases will be maintained by and kept in the custody of the FRHA during the entirety of the Program and for at least seven (7) years after tenant lease termination. Upon request, the FRHA agrees to make leases related to this Program available to Steppingstone for inspection. The FRHA will furnish copies of any leases to Steppingstone upon request.

This Memorandum is expected to continue for seven (7) years from the date of signatures by both Steppingstone and the FRHA and may be extended.

Signed July 1, 2009:

Steppingstone, Inc.

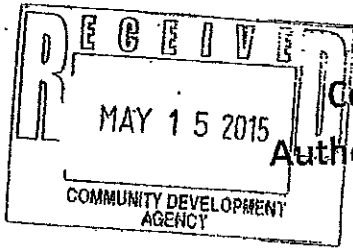
By:

Kathleen Schedler-Clark
Kathleen Schedler-Clark
Executive Director

Fall River Housing Authority

By:

Thomas J. Collins
Thomas J. Collins
Executive Director



**Certification Authorization
Authorizing Execution of Contract**

At a meeting of the Board of Directors of (Name of Corporation) Fall River Housing Authority
duly called and held on 5. 11, 2015 at which a quorum was present and acting
throughout, the following vote was duly adopted.

VOTED: That (Name of Person Authorized to Sign Contracts) Leonard Aguiar
the (Title of Person) Chairman of the corporation, be and hereby is
authorized to affix the corporate Seal, sign and deliver in the name and behalf of the corporation a
contract(s) with the City of Fall River Community Development Agency, 1 Government Center, Fall
River MA.

I further certify that the said vote as set out above has not been revoked or rescinded and is now in
full force and effect, that said vote and action ordered thereby are in pursuance of the By-Laws of this
Corporation.

IN WITNESS WHEREOF, I hereunto set my hand this 11th day of May, 2015.

David B. Sullivan
Signature

Executive Director/
Secretary
Title

David B. Sullivan
Print Name

HAP Contract

Tenant Number AL009

SHELTER PLUS CARE
HOUSING ASSISTANCE PAYMENTS CONTRACT

This Housing Assistance Payments contract ("Contract") is entered into by and between Fall River Housing Authority (F.R.H.A.) and X-L Properties Realty Trust Co. John C. O'Neil 910 LTC ("Owner").

PARTNERSHIP

The purpose of this contract is to assist the Family identified in section 1(A) to lease a decent, safe, and sanitary dwelling unit from the Owner. F.R.H.A. will make housing assistance payments to the Owner on behalf of the Family in accordance with this Contract. F.R.H.A. has executed a Contract (the contract) with the Community Development Corporation (C.D.C.). Under the contract, C.D.C. has agreed to provide financial assistance to F.R.H.A. to make housing assistance payments on behalf of eligible Families.

1. CONTRACT UNIT, FAMILY AND LEASE.

- (A) This Contract applies only to the Family and the dwelling unit ("Contract unit") designated in this section.
- contract unit: 58 Franklin St. #2 Rear Fall River, MA 02703
(Address of Contract unit, including apartment number, if any; City, State and Zip Code)
- Family: Walker Partnership
(Name or names of Family representative(s))
- (B) The Owner shall lease the Contract unit to the Family. The Lease to be executed by the Family and the Owner for the Contract unit has been approved by F.R.H.A., and shall be executed in the form approved. The Lease shall contain all provisions required by C.D.C. and shall not contain any provisions prohibited by C.D.C.

2. TERM OF CONTRACT

The term of this Contract shall begin on 1/23/14 (Insert the first day of the term of the Lease.)
The term of this contract shall end on the last day of the term of the Lease. The contract shall end in any event upon termination of the contract.

3. RENT; HOUSING ASSISTANCE PAYMENT.

- (A) The total monthly rent payable to the Owner during the term of this contract is called the "Contract rent."
- the Contract rent shall be \$ 700.00 per month.
- (B) The portion of the contract rent payable by the Family ("tenant rent") will be an amount determined by F.R.H.A. in accordance with HUD regulations and requirements. This amount is the maximum amount the Owner can require the family to pay for rent of the Contract unit, including all services, maintenance and utilities to be provided by the Owner in accordance with the Lease. The amount of the tenant rent is subject to change during the term of the Contract. Any changes in the amount of the tenant rent will be effective on the date stated in a notification by F.R.H.A. to the family and the Owner. Initially and until such change the Family shall pay \$ 0.00 per month to the Owner as the tenant rent.
- (C) Each month F.R.H.A. shall make a housing assistance payment to the Owner on behalf of the Family in accordance with this Contract. The monthly housing assistance payment is equal to the difference between the contract rent and the tenant rent. The amount of the housing assistance payment shall be determined by F.R.H.A. Any change in the amount of the housing assistance payment shall be effective as of the date stated in a notification by F.R.H.A. to the Family and the Owner. Initially and until such change the amount of housing assistance payment shall be \$ 700.00 per month. Neither F.R.H.A. nor C.D.C. assumes any obligation for the tenant rent, or for payment of any claim by the Owner against the Family. The obligation of F.R.H.A. is limited to making housing assistance payments on behalf of the Family in accordance with this Contract.
- (D) The housing assistance payments to the Owner will continue during the term of this Contract until the tenant rent equals the total Contract rent. However, the termination of a Family's housing assistance payments shall not affect the Family's other rights under the Lease, nor shall such termination preclude the resumption of payments as a result of changes in income or rent or other relevant circumstances during the term of the contract. However, if one year has passed since the date of the last housing assistance payment on behalf of the Family, this Contract shall terminate.
- (E) F.R.H.A. may terminate housing assistance payments under this Contract, because of action or inaction by the Family, in the following cases: (1) if the Family has committed any fraud in connection with any federal housing assistance program, (2) if the Family has violated any of the Family's programmatic obligations, or (3) if the Family has breached an agreement with F.R.H.A.. F.R.H.A. shall notify the Owner in writing of its decision to terminate housing assistance payments in such case, and that housing assistance payments pursuant to the contract shall terminate at the end of the calendar month which follows the calendar month in which F.R.H.A. gives such notice to the owner. (For provisions on termination of housing assistance payments, and other remedies, because of Owner's breach of the Contract, see section 12.)

4. MAINTENANCE, OPERATION AND INSPECTION.

- (A) The Owner agrees to maintain and operate the contract unit and related facilities to provide decent, safe and sanitary housing in accordance with Housing Quality Standards as established by HUD (24 CFR 982.109), including the provision of all the services, maintenance and utilities as agreed to in the Lease. If F.R.H.A. determines that the Owner is not meeting this obligation, F.R.H.A. shall have the right, even if the Family continues in occupancy, to terminate or reduce housing assistance payments to the Owner, and to terminate the Contract.
- (B) F.R.H.A. shall have the right to inspect the Contract unit and related facilities at least annually and at such other times as may be necessary, in the determination of F.R.H.A., to assure that the unit is in decent, safe and sanitary condition, and that the Owner is providing all the service, maintenance and utilities agreed to under the Lease.
- (C) If F.R.H.A. determines that the Contract unit is not in decent, safe, and sanitary condition because of an increase in Family size, or a change in Family composition, or that the Family is residing in a unit larger than appropriate because of a reduction in family size or change in Family composition, F.R.H.A. may terminate the Contract upon notice by F.R.H.A. to the Owner.
- (D) Maintenance and replacement (including redecoration) shall be in accordance with the standard practice for the building concerned as established by the Owner.

5. MONTHLY PAYMENT TO OWNER.

- (A). The Owner shall be paid under this Contract on or about the first d., of the month for which payment is due. The Owner agrees that the endorsement on the check:
- (1) shall be conclusive evidence that the Owner has received the full amount of the housing assistance payment for the month, and
 - (2) shall be a certification by the owner that:
 - (i). the Contract unit is in decent, safe, and sanitary condition and the Owner is providing all the services, maintenance and utilities as agreed to in the Lease.
 - (ii). the Contract unit is leased to the Family name in section 1(A), and the Lease is in accordance with section 1(B).
 - (iii). the Contract rent does not materially exceed rents charges by the Owner for other comparable unassisted units.
 - (iv). except for the housing assistance payment and the tenant rent as priced under this Contract, the owner has not received and will not receive any payments or other consideration (from the Family, F.R.H.A., HUD, or any other public or private source) as rent for the contract unit.
 - (v). the Family and F.R.H.A. do not own, or have any interest in the Contract unit (except in the case of housing assistance on behalf of the Owner of a manufactured home to assist in leasing a manufactured home space). If the Owner is a cooperative, the Family may be a member of the cooperative, and
 - (vi). the members of the Family occupy the contract unit, and the unit is used solely for residence by the Family, and as the Family's principal place of residence.
- (B). If F.R.H.A. determines that the Owner is not entitled to the payment or any part of it, F.R.H.A., in addition to other remedies, may deduct the amount of the overpayment from any amounts due to the Owner, including amounts due under any other housing assistance payments contract.

6. SECURITY DEPOSITS / LAST MONTH'S RENT

- (A). The Owner will comply with the state statutes and regulations regarding security deposits from a tenant and shall not collect a security deposit which is more than the maximum amount permitted under the statutes and regulations.
- (B). The Owner will comply with state statutes and regulations regarding last month's rent from a tenant and shall not collect a last month's rent which is more than the tenant rent as set forth in Paragraph 3B.

7. PAYMENT FOR VACATED UNIT.

Housing assistance payments shall be made by F.R.H.A. to the Owner under this Contract only for the period during which the contract unit is leased and occupied by the Family during the term of the contract except as follows:

- (A). (1). If the Family moves from the contract unit in violation of the Lease, the Owner shall receive the housing assistance payment due under the Contract for so much of the month in which the Family moves from the unit as the unit remains vacant. If the unit continues to remain vacant, the Owner shall receive from F.R.H.A. a housing assistance payment in the amount of 80 percent of the Contract rent for a vacant period not exceeding one additional month, or the expiration of the Lease, whichever ever comes first.
- (2). If the Owner collects any of the Family's portion of the rent for the additional month, the F.R.H.A. payment shall be reduced to an amount which, when added to the family's payment, does not exceed 80 percent of the Contract rent. The Owner shall reimburse the F.R.H.A. for any excess.
- (3). If the Owner evicts the family, the Owner shall not be entitled to any payment under this section unless the F.R.H.A. determines that the Owner complied with all the requirements of the contract (including section 8 in the termination of tenancy) and all applicable State and local laws.
- (B). The Owner shall be entitled to any payment of the vacated unit unless the Owner (1) immediately upon learning of the vacancy has notified the F.R.H.A. of the vacancy, (2) has taken and continues to take all feasible actions to fill the vacancy including but not limited to, contacting applicants on the Owner's waiting list, if any; requesting the F.R.H.A. and other appropriate sources to refer eligible applicants; and advertising the availability on the unit, and (3) has not rejected any eligible applicant except for grounds acceptable to the F.R.H.A.
- (C). The Owner shall not be entitled to any payment for the vacated unit to the extent that the Owner is entitled to payment from other sources.

8. TERMINATION OF TENANCY.

- (A). The Owner shall not terminate the tenancy of the Family except for:
- (1). Serious or repeated violation of the terms and conditions of the Lease;
 - (2). Violation of Federal, State or local law which imposes obligations on the Family in connection with the occupancy and use of the dwelling unit and surrounding premises; or
 - (3). Other good cause.
- (B). The Owner may evict the Family from the contract unit only by instituting a court action. The Owner must notify F.R.H.A. in writing of the commencement of procedures for termination of tenancy, at the same time that the Owner gives notice to the Family under State or local law. The notice to F.R.H.A. may be given by furnishing the F.R.H.A. a copy of the notice to the Family.

B. NONDISCRIMINATION IN HOUSING.

- (A). The Owner shall not, in the provision of service, or in any other manner, discriminate against any person on the grounds of age, race, color, creed, religion, sex, handicap, national origin, marital status, military status, sexual preference, source of income, children, ancestry, or participation in this program.
- (B). The Owner shall comply with all requirements imposed by Title VIII of the Civil Rights Act of 1968, and any related rules and regulations.
- (C). The Owner shall comply with all requirements imposed by Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d et seq.; the HUD regulations issued thereunder, 24 CFR, Subtitle A, Part 1, the HUD requirements pursuant to these regulations; and Executive Order 11063, to the end that, in accordance with that Act, the regulations and requirements of HUD and Executive Order 11063, no person in the United States shall, on the grounds of race, color, creed, religion or national origin, be excluded from participation in, or be denied the benefits of this Program, or be otherwise subjected to discrimination. This provision is included, pursuant to the regulations of HUD, 24 CFR, Subtitle A, Part 1, issued under Title VI of the Civil Rights Act of 1964, and the HUD requirements pursuant to the regulations. The obligations of the Owner to comply with these requirements insures to the benefit of the United States of America, HUD, C.D.C. and F.R.H.A., any of which shall be entitled to invoke any remedies available by law to redress any breach or to compel compliance by the Owner.

- (D). In accordance with any rules and regulations issued by HUD under section 504 of the Rehabilitation Act of 1973, the Owner shall not discriminate against any person on the basis of handicap.
- (E). The Owner shall comply with any rules and regulations issued by HUD under the Age Discrimination Act of 1975.

10. COOPERATION IN EQUAL OPPORTUNITY COMPLIANCE REVIEWS.

The Owner shall cooperate with F.R.H.A., HUD and G.D.C. in conducting compliance reviews and compliant investigations pursuant to all applicable civil rights statutes, Executive Order, and all related rules and regulations.

11. F.R.H.A., G.D.C. AND HUD ACCESS TO PREMISES AND OWNER'S RECORDS.

- (A). The Owner shall provide any information pertinent to this Contract which F.R.H.A., G.D.C. or HUD may reasonably require.
- (B). The Owner shall permit F.R.H.A. or HUD or any of their authorized representatives to have access to the premises and for the purpose of audit and examination, to have access to any books, documents, papers, and records of the Owner to the extent necessary to determine compliance with this contract only, including the verification of information pertinent to the housing assistance payments.

12. RIGHTS OF F.R.H.A. IF OWNER BREACHES THE CONTRACT.

- (A). Any of the following shall constitute a breach of Contract;
 - (1). If the Owner has violated any obligation under this contract or under any housing assistance payments contract under Section 8 of the U.S. Housing Act of 1937; or
 - (2). If the Owner has demonstrated any intention to violate any obligation under this Contract or under any housing assistance payments contract under Section 8 of the U.S. Housing Act of 1937; or
 - (3). If the Owner has committed any fraud or made any false statement to F.R.H.A. or HUD in connection with the Contract, or has committed fraud or made any false statement in connection with any federal housing assistance program.
 - (4). For projects with mortgages insured by HUD or loans made by HUD, if the Owner has failed to comply with the regulations of the applicable mortgage insurance or loan program, with the mortgage or mortgage note, or with the Regulatory Agreement; or if the Owner has filed any false statement or misrepresentation with HUD in connection with the mortgage or loan.
- (B). If F.R.H.A. determines that breach has occurred, F.R.H.A. may exercise any of its rights or remedies under the contract. F.R.H.A. shall notify the Owner in writing of such determination, including brief statement of the reasons for the determination. The notice by F.R.H.A. to the owner may require the Owner to take corrective action (as verified by F.R.H.A.) by the time prescribed in the notice. F.R.H.A. rights and remedies under the contract include recovery of overpayments, termination or reduction of housing assistance payments, and termination of the contract.
- (C). Any termination or reduction of housing assistance payments or termination of the contract by F.R.H.A. in accordance with this Contract, shall be effective as provided in a written notice by F.R.H.A. to the Owner.
- (D). F.R.H.A.'s exercise or non-exercise of any remedy for Owner breach of this contract shall not constitute a waiver of the right to exercise that or any other right or remedy at any time.

13. F.R.H.A. RELATION TO THIRD PARTIES.

- (A). F.R.H.A. does not assume any responsibility for, or liability to, any person injured as a result of the Owner's action or failure to act in connection with the implementation of this Contract, or as a result of any other action or failure to act by the Owner.
- (B). The Owner is not the agent of F.R.H.A., and this Contract does not create or affect any relationship between F.R.H.A. and any lender to the owner or any supplier, employees, contractors, or subcontractors used by the Owner in connection with implementations of this Contract.
- (C). Nothing in this contract shall be construed as creating any right of the Family or other third party (other than HUD) to enforce any provision of this Contract, or to assert any claim against HUD, F.R.H.A. or the Owner under this contract.

14. RIGHTS OF F.R.H.A. IF OWNER BREACHES THE CONTRACT.

No present or former member or officer of F.R.H.A. or G.D.C. (except tenant commissioners), no employee of F.R.H.A. or G.D.C. who formulates policy or influences decisions with respect to rental subsidy programs, and no public official or member of a governing body or State or local legislator who exercises functions or responsibilities with respect to rental subsidy programs shall have benefits arising from the contract. This provision may be waived by HUD or good cause.

15. INTEREST OF MEMBER OF OR DELEGATE TO CONGRESS.

No member of or delegate to the Congress of the United States of America or resident commissioner shall be admitted to any share or part of this Contract or to any benefits which may arise from it.

16. TRANSFER OF THE CONTRACT.

The Owner has not made and will not make any transfer in any form of this contract without the prior written consent of F.R.H.A. A change in ownership of the Owner, such as a stock transfer or transfer of the interest of a limited partnership, is not subject to the provisions of this section. Transfer of the contract if the transferee agrees in writing (in a form acceptable to F.R.H.A.) to comply with all the terms and conditions of this contract. The transferee shall give F.R.H.A. a copy of the executed agreement.

17. CONDITIONS FOR HOUSING ASSISTANCE PAYMENTS.

The right of the Owner to receive housing assistance payments under the contract shall be subject to compliance with all the provisions of this Contract.

18. ENTIRE AGREEMENT; INTERPRETATION

- (A). This Contract contains the entire agreement between the Owner and F.R.H.A. No changes in this Contract shall be made except in writing signed by both the Owner and F.R.H.A.
- (B). The contract shall be interpreted and implemented in accordance with HUD requirements.

19. WARRANTY OF LEGAL CAPACITY AND CONDITION OF UNIT.

- (A) The Owner warrants (1) that the unit is in decent, safe and sanitary condition in full compliance with Housing Quality Standards, and (2) that the Owner has the legal right to lease the dwelling unit covered by this contract during the contract terms.
- (B) The party, if any, executing this Contract on behalf of the Owner hereby warrants that authorization has been given by the Owner to execute it on behalf of the Owner.

20. FUNDING AVAILABILITY

All housing assistance payments are subject to availability and the release of funds by C.D.C. to F.R.H.A.

FALL RIVER HOUSING AUTHORITY

By:

Signature

Executive Director

Official Title

1/23/14
Date Signed

OWNER

John C. O'Neil
Print or type name of Owner

By:

Signature

John C. O'Neil

John C. O'Neil
Print or type name of signatory

1/23/14
Date Signed

Social Security or Tax I.D. Number

04-3247272

WARNING: 18 U.S.C. 1001 provides, among other things, that whoever knowingly and willingly makes or uses a document or writing containing any false, fictitious, or fraudulent statement or entry, in any matter within the jurisdiction of any department or agency of the United States, shall be fined not more than \$10,000 or imprisoned for not more than five years, or both.

Mailing Address for checks:

HAP Contract

Tenant Number AL5049

SHELTER PLUS CARE
HOUSING ASSISTANCE PAYMENTS CONTRACT

This Housing Assistance Payments contract ("Contract") is entered into by and between Fall River Housing Authority (F.R.H.A.) and X-L Properties Realty Trust Co. Inc. C. 01/01/90 672
("Owner"). PARTNERSHIP

The purpose of this contract is to assist the Family identified in section 1(A) to lease a decent, safe, and sanitary dwelling unit from the Owner. F.R.H.A. will make housing assistance payments to the Owner on behalf of the Family in accordance with this Contract. F.R.H.A. has executed a Contract (the contract) with the Community Development Corporation (C.D.C.). Under the contract, C.D.C. has agreed to provide financial assistance to F.R.H.A. to make housing assistance payments on behalf of eligible Families.

1. CONTRACT UNIT, FAMILY AND LEASE.

- (A). This Contract applies only to the Family and the dwelling unit ("Contract unit") designated in this section.
- contract unit: 58 Franklin St. #2-Rear Fall River, MA 02722
(Address of Contract unit, including apartment number, if any; City; State and Zip Code)
- Family: Wallace Parthickany
(Name or names of Family representative(s))
- (B). The Owner shall lease the Contract unit to the Family. The Lease to be executed by the Family and the Owner for the Contract unit has been approved by F.R.H.A., and shall be executed in the form approved. The Lease shall contain all provisions required by C.D.C. and shall not contain any provisions prohibited by C.D.C.

2. TERM OF CONTRACT

The term of this Contract shall begin on 1/23/14. (Insert the first day of the term of the Lease.)
The term of this contract shall end on the last day of the term of the Lease. The contract shall end in any event upon termination of the contract.

3. RENT; HOUSING ASSISTANCE PAYMENT.

- (A). The total monthly rent payable to the Owner during the term of this contract is called the "Contract rent."
- the Contract rent shall be \$ 700.00 per month.
- (B). The portion of the contract rent payable by the Family ("tenant rent") will be an amount determined by F.R.H.A. in accordance with HUD regulations and requirements. This amount is the maximum amount the Owner can require the family to pay for rent of the Contract unit, including all services, maintenance and utilities to be provided by the Owner in accordance with the Lease. The amount of the tenant rent is subject to change during the term of the Contract. Any changes in the amount of the tenant rent will be effective on the date stated in a notification by F.R.H.A. to the family and the Owner. Initially and until such change the Family shall pay \$ 0.00 per month to the Owner as the tenant rent.
- (C). Each month F.R.H.A. shall make a housing assistance payment to the Owner on behalf of the Family in accordance with this Contract. The monthly housing assistance payment is equal to the difference between the contract rent and the tenant rent. The amount of the housing assistance payment shall be determined by F.R.H.A. Any change in the amount of the housing assistance payment shall be effective as of the date stated in a notification by F.R.H.A. to the Family and the Owner. Initially and until such change the amount of housing assistance payment shall be \$ 700.00 per month. Neither F.R.H.A. nor C.D.C. assumes any obligation for the tenant rent, or for payment of any claim by the Owner against the Family. The obligation of F.R.H.A. is limited to making housing assistance payments on behalf of the Family in accordance with this Contract.
- (D). The housing assistance payments to the Owner will continue during the term of this Contract until the tenant rent equals the total Contract rent. However, the termination of a Family's housing assistance payments shall not affect the Family's other rights under the Lease, nor shall such termination preclude the resumption of payments as a result of changes in income or rent or other relevant circumstances during the term of the contract. However, if one year has passed since the date of the last housing assistance payment on behalf of the Family, this Contract shall terminate.
- (E). F.R.H.A. may terminate housing assistance payments under this Contract, because of action or inaction by the Family, in the following cases: (1) if the Family has committed any fraud in connection with any federal housing assistance program, (2) if the Family has violated any of the Family's programmatic obligations, or (3) if the Family has breached an agreement with F.R.H.A. F.R.H.A. shall notify the Owner in writing of its decision to terminate housing assistance payments in such case, and that housing assistance payments pursuant to the contract shall terminate at the end of the calendar month which follows the calendar month in which F.R.H.A. gives such notice to the owner. (For provisions on termination of housing assistance payments, and other remedies, because of Owner's breach of the Contract, see section 12.)

4. MAINTENANCE, OPERATION AND INSPECTION.

- (A). The Owner agrees to maintain and operate the contract unit and related facilities to provide decent, safe and sanitary housing in accordance with Housing Quality Standards as established by HUD (24 CFR 882.109), including the provision of all the services, maintenance and utilities as agreed to in the Lease. If F.R.H.A. determines that the Owner is not meeting this obligation, F.R.H.A. shall have the right, even if the Family continues in occupancy, to terminate or reduce housing assistance payments to the Owner, and to terminate the Contract.
- (B). F.R.H.A. shall have the right to inspect the Contract unit and related facilities at least annually and at such other times as may be necessary, in the determination of F.R.H.A., to assure that the unit is in decent, safe and sanitary condition, and that the Owner is providing all the service, maintenance and utilities agreed to under the Lease.
- (C). If F.R.H.A. determines that the Contract unit is not in decent, safe, and sanitary condition because of an increase in Family size, or a change in Family composition, or that the Family is residing in a unit larger than appropriate because of a reduction in family size or change in Family composition, F.R.H.A. may terminate the Contract upon notice by F.R.H.A. to the Owner.
- (D). Maintenance and replacement (including redecoration) shall be in accordance with the standard practice for the building concerned as established by the Owner.

5. MONTHLY PAYMENT TO OWNER. _____

- (B). If F.R.H.A. determines that the Owner is not entitled to the payment or any part of it, F.R.H.A., in addition to other remedies, may deduct the amount of the overpayment from any amounts due to the Owner, including amounts due under any other housing assistance payments contract.

6. SECURITY DEPOSITS / LAST MONTH'S RENT

- (B). The Owner will comply with state statutes and regulations regarding last month's rent from a tenant and shall not collect a last month's rent which is more than the tenant rent as set forth in Paragraph 3B.

7. PAYMENT FOR VACATED UNIT.

PAYMENT FOR VACATED UNIT. Housing assistance payments shall be made by F.R.H.A. to the Owner under this Contract only for the period during which the contract unit is leased and occupied by the Family during the term of the contract except as follows:

- (A). (1). If the Family moves from the contract unit in violation of the Lease, the Owner shall be entitled to receive assistance payment due under the Contract for so much of the month in which the Family moves from the unit as the unit remains vacant. If the unit continues to remain vacant, the Owner shall receive from F.R.H.A. a housing assistance payment in the amount of 80 percent of the Contract rent for a vacant period not exceeding one additional month, or the expiration of the Lease, whichever ever comes first.
- (2). If the Owner collects any of the Family's portion of the rent for the additional month, the F.R.H.A. payment shall be reduced to an amount which, when added to the family's payment, does not exceed 80 percent of the Contract rent. The Owner shall reimburse the F.R.H.A. for any excess.
- (3). If the Owner evicts the family, the Owner shall not be entitled to any payment under this section unless the F.R.H.A. determines that the Owner complied with all the requirements of the contract (including section 8 in the termination of tenancy) and all applicable State and local laws.
- (B). The Owner shall be entitled to any payment of the vacated unit unless the Owner (1) immediately upon learning of the vacancy has notified the F.R.H.A. of the vacancy, (2) has taken and continues to take all feasible actions to fill the vacancy including but not limited to, contacting applicants on the Owner's waiting list, if any; requesting the F.R.H.A. and other appropriate sources to refer eligible applicants; and advertising the availability on the unit, and (3) has not rejected any eligible applicant except for grounds acceptable to the F.R.H.A.
- (C). The Owner shall not be entitled to any payment for the vacated unit to the extent that the Owner is entitled to payment from other sources.

8. TERMINATION OF TENANCY.

- TENANCY.**
- (A). The Owner shall not terminate the tenancy of the Family except for:
- (1). Serious or repeated violation of the terms and conditions of the Lease;
 - (2). Violation of Federal, State or local law which imposes obligations on the Family in connection with the occupancy and use of the dwelling unit and surrounding premises; or
 - (3). Other good cause.
- (B). The Owner may evict the Family from the contract unit only by instituting a court action. The Owner must notify F.R.H.A. in writing of the commencement of procedures for termination of tenancy, at the same time that the Owner gives notice to the Family under State or local law. The notice to F.R.H.A. may be given by furnishing the F.R.H.A. a copy of the notice to the Family.

8. NONDISCRIMINATION IN HOUSING.

- ION IN HOUSING.
- (A). The Owner shall not, in the provision of service, or in any other manner, discriminate against any person on the grounds of age, race, color, creed, religion, sex, handicap, national origin, marital status, military status, sexual preference, source of income, children, ancestry, or participation in this program.
- (B). The Owner shall comply with all requirements imposed by Title VIII of the Civil Rights Act of 1968, and any related rules and regulations.
- (C). The Owner shall comply with all requirements imposed by Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d et seq.; the HUD regulations issued thereunder, 24 CFR, Subtitle A, Part 1, the HUD requirements pursuant to these regulations; and Executive Order 11063, to the end that, in accordance with that Act, the regulations and requirements of HUD and Executive Order 11063, no person in the United States shall, on the grounds of race, color, creed, religion or national origin, be excluded from participation in, or be denied the benefits of this Program, or be otherwise subjected to discrimination. This provision is included, pursuant to the regulations of HUD, 24 CFR, Subtitle A, Part 1, issued under Title VI of the Civil Rights Act of 1964, and the HUD regulations pursuant to the regulations. The obligations of the Owner to comply with these requirements insures to the benefit of the United States of America, HUD, C.D.C. and F.R.H.A., any of which shall be entitled to invoke any remedies available by law to redress any breach or to compel compliance by the Owner.
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- (D). In accordance with any rules and regulations issued by HUD under Section 504 of the Rehabilitation Act of 1973, the Owner shall not discriminate against any person on the basis of handicap.
- (E). The Owner shall comply with any rules and regulations issued by HUD under the Age Discrimination Act of 1975.

10. COOPERATION IN EQUAL OPPORTUNITY COMPLIANCE REVIEWS.
The Owner shall cooperate with F.R.H.A., HUD and C.D.C. in conducting compliance reviews and compliant investigations pursuant to all applicable civil rights statutes, Executive Order, and all related rules and regulations.

11. F.R.H.A., C.D.C. AND HUD ACCESS TO PREMISES AND OWNER'S RECORDS.

- (A). The Owner shall provide any information pertinent to this Contract which F.R.H.A., C.D.C. or HUD may reasonably require.
- (B). The Owner shall permit F.R.H.A. or HUD or any of their authorized representatives to have access to the premises and for the purpose of audit and examination, to have access to any books, documents, papers, and records of the Owner to the extent necessary to determine compliance with this contract only, including the verification of information pertinent to the housing assistance payments.

12. RIGHTS OF F.R.H.A. IF OWNER BREACHES THE CONTRACT.

- (A). Any of the following shall constitute a breach of Contract:
 - (1). If the Owner has violated any obligation under this contract or under any housing assistance payments contract under Section 8 of the U.S. Housing Act of 1937; or
 - (2). If the Owner has demonstrated any intention to violate any obligation under this Contract or under any housing assistance payments contract under Section 8 of the U.S. Housing Act of 1937; or
 - (3). If the Owner has committed any fraud or made any false statement to F.R.H.A. or HUD in connection with the Contract, or has committed fraud or made any false statement in connection with any federal housing assistance program.
 - (4). For projects with mortgages insured by HUD or loans made by HUD, if the Owner has failed to comply with the regulations of the applicable mortgage insurance or loan program, with the mortgage or mortgage note, or with the Regulatory Agreement; or if the Owner has filed any false statement or misrepresentation with HUD in connection with the mortgage or loan.
- (B). If F.R.H.A. determines that breach has occurred, F.R.H.A. may exercise any of its rights or remedies under the contract. F.R.H.A. shall notify the Owner in writing of such determination, including brief statement of the reasons for the determination. The notice by F.R.H.A. to the owner may require the Owner to take corrective action (as verified by F.R.H.A.) by the time prescribed in the notice. F.R.H.A. rights and remedies under the contract include recovery of overpayments, termination or reduction of housing assistance payments, and termination of the contract.
- (C). Any termination or reduction of housing assistance payments or termination of the contract by F.R.H.A. in accordance with this Contract, shall be effective as provided in a written notice by F.R.H.A. to the Owner.
- (D). F.R.H.A.'s exercise or non-exercise of any remedy for Owner breach of this contract shall not constitute a waiver of the right to exercise that or any other right or remedy at any time.

13. F.R.H.A. RELATION TO THIRD PARTIES.

- (A). F.R.H.A. does not assume any responsibility for, or liability to, any person injured as a result of the Owners action or failure to act in connection with the implementation of this Contract, or as a result of any other action or failure to act by the Owner.
- (B). The Owner is not the agent of F.R.H.A., and this Contract does not create or affect any relationship between F.R.H.A. and any lender to the owner or any supplier, employees, contractors, or subcontractors used by the Owner in connection with implementations of this Contract.
- (C). Nothing in this contract shall be construed as creating any right of the Family or other third party (other than HUD) to enforce any provision of this Contract, or to assert any claim against HUD, F.R.H.A. or the Owner under this contract.

14. RIGHTS OF F.R.H.A. IF OWNER BREACHES THE CONTRACT.

No present or former member or officer of F.R.H.A. or C.D.C. (except tenant commissioners), no employee of F.R.H.A. or C.D.C. who formulates policy or influences decisions with respect to rental subsidy programs, and no public official or member of a governing body or State or local legislator who exercise functions or responsibilities with respect to rental subsidy programs shall have benefits arising from the contract. This provision may be waived by HUD or good cause.

15. INTEREST OF MEMBER OF OR DELEGATES TO CONGRESS.

No member of or delegate to the Congress of the United States of America or resident commissioner shall be admitted to any share or part of this Contract or to any benefits which may arise from it.

16. TRANSFER OF THE CONTRACT.

The Owner has not made and will not make any transfer in any form of this contract without the prior written consent of F.R.H.A. A change in ownership of the Owner, such as a stock transfer or transfer of the interest of a limited partnership, is not subject to the provisions of this section. Transfer of the contract if the transferee agrees in writing (in a form acceptable to F.R.H.A.) to comply with all the terms and conditions of this contract. The transferee shall give F.R.H.A. a copy of the executed agreement.

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The right of the Owner to receive housing assistance payments under the contract shall be subject to compliance with all the provisions of this Contract.

18. ENTIRE AGREEMENT; INTERPRETATION

- (A). This Contract contains the entire agreement between the Owner and F.R.H.A. No changes in this Contract shall be made except in writing signed by both the Owner and F.R.H.A.
- (B). The contract shall be interpreted and implemented in accordance with HUD requirements.

19. WARRANTY OF LEGAL CAPACITY AND CONDITION OF UNIT.

- (A) The Owner warrants (1) that the unit is in decent, safe and sanitary condition in full compliance with Housing Quality Standards, and (2) that the Owner has the legal right to lease the dwelling unit covered by this contract during the contract terms.
- (B) The party, if any, executing this Contract on behalf of the Owner hereby warrants that authorization has been given by the Owner to execute it on behalf of the Owner.

20. FUNDING AVAILABILITY

All housing assistance payments are subject to availability and the release of funds by C.D.C. to F.R.H.A.

FALL RIVER HOUSING AUTHORITY

By:

Signature

David R. Sullivan

Official Title

Date Signed

1/23/14

OWNER

Print or type name of Owner

John C. O'Neil

By:

Signature

John C. O'Neil

Print or type name of signatory

John C. O'Neil

Date Signed

1/23/14

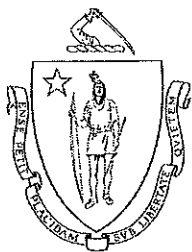
Social Security or Tax I.D. Number

04-324722

WARNING: 18 U.S.C. 1001 provides, among other things, that whoever knowingly and willingly makes or uses a document or writing containing any false, fictitious, or fraudulent statement or entry, in any matter within the jurisdiction of any department or agency of the United States, shall be fined not more than \$10,000 or imprisoned for not more than five years, or both.

Mailing Address for checks:

32



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

MAURA HEALEY
ATTORNEY GENERAL

(617) 727-2200
(617) 727-4765 TTY
www.mass.gov/ago

March 17, 2016

CJ Ferry
300 Buffinton Street
Fall River, MA 02721

Dear Mr. Ferry:

We understand that on February 16, 2016, you filed a complaint with the Fall River City Council Ordinance Subcommittee (the "Subcommittee"), alleging a violation of the Open Meeting Law, G.L. c. 30A, §§ 18-25. The Subcommittee is required to notify our office of the complaint and any remedial action taken to address the complaint. G.L. c. 30A, § 23(b); 940 CMR 29.05(5). Our office received notification and a response from the Subcommittee on March 10, 2016.

Under the Open Meeting Law, a complaint is ripe for review by our office when the complainant files a copy of the initial complaint with the Division of Open Government, provided that at least 30 days have passed since that complaint was filed with the public body. G.L. c. 30A, § 23(b); 940 CMR 29.05(6). Our office currently has no record of a complaint filed by you in this matter. Accordingly, we will presume that the action taken by the Subcommittee was sufficient and will close this file unless we receive a request for further review by this office and a copy of the initial complaint by **Thursday, May 19, 2016**.

Please feel free to contact us if you have any questions about the Open Meeting Law complaint process.

Sincerely,

A handwritten signature in black ink, appearing to read "BJ", written over a horizontal line.

Bongani T. Jeranyama
Paralegal
Division of Open Government

cc: Joseph I. Macy, Esq., Fall River Corporation Counsel
Fall River City Council Ordinance Subcommittee

RECEIVED
FALL RIVER, MA
2016 MAR 21 PM 12:29

City of Fall River
Office of the Corporation Counsel

JASIEL F. CORREIA II
Mayor

RECEIVED

2016 MAR 10 P 2:53

CITY CLERK _____
FALL RIVER, MA



JOSEPH I. MACY
Corporation Counsel

GARY P. HOWAYECK
Assistant Corporation Counsel

March 10, 2016

Mr. C.J. Ferry
300 Buffinton Street
Fall River, MA 02721

RE: Amended Complaint - Meeting of Feb 16, 2016

Dear Mr. Ferry:

You have complained that the Ordinance Committee Meeting of February 16, 2016 violated the Open Meeting Law in several respects. You claim that the duly posted Ordinance Committee meeting was an "undeclared City Council Meeting". In addition you claim that members of the council, who were not members of the Ordinance Committee, "deliberated" in violation of the Open Meeting law.

This office has reviewed your amended complaint, the notice of the meeting, and the video of that meeting. There is no factual dispute as to the conduct of the meeting. The Ordinance Committee is comprised of five members, four of whom were present on February 16. There is no question that five councilors constitute a quorum of the Fall River City Council. Concerned citizens were allowed to address the meeting in accordance with long established practice and procedure. During the meeting other councilors arrived and sat in their regular seats. At one time eight of the nine elected City Councilors were present in the Council Chambers. The four sub-committee members present discussed the issues and asked questions of the administrative staff ultimately referring the matter to the "Full Council". Other than the referral no votes were taken nor were any recommendations made. During the meeting those councilors present, but not members of the committee, asked questions of the administrative staff regarding the factual basis for the recommendations and commenting thereon. However, a fair viewing of the contemporaneous video shows little, if any, interaction between the committee members and the non-committee councilors. Moreover, the non-committee members did not even vote to refer the matter to the full council.

Under these circumstances it does not appear that the Open Meeting Law was violated. The valid posting, since it of necessity included a quorum of the City Council, was both *ipso facto* and *de jure* posting of a City Council meeting. Moreover, it could, and should, be considered as a concurrent meeting of the committee and the council. Even if these consideration are put aside there was no "deliberation" including the non-members of the committee and any "deliberation" by members of the committee was perfectly appropriate, legal and noticed.

It is important to again direct our attention to the intent and purpose of the Open Meeting Law. That law is designed to foster, and require, free, open discussion of governmental matters on due notice to the public and subject to public scrutiny. It is designed to prevent, and protect the public against, secret negotiations and discussions. It is not designed to require hyper-technical analysis in order to

appropriately conduct the public's business. To adopt such an interpretation would have the opposite effect of the law's intent and severely circumscribe the operation of government.

In this instance every intent and purpose of the Open Meeting Law was observed and honored. The meeting was posted. The agenda was followed. Members of the public and the media were present. The meeting was televised in its entirety. The discussion was appropriately bi-furcated so that there was no "deliberation" involving non-committee members. In short, the letter and the spirit of the Open Meeting Law was observed and there was no violation.

Joseph T. Macy
Corporation Counsel

CC: Attorney General

CITY OF FALL RIVER
IN CITY COUNCIL

MAR 22 2016

a/c+ placed on file

CITY CLERK
FALL RIVER, MA

2016 MAR 10 P 2:53

RECEIVED



OPEN MEETING LAW COMPLAINT FORM

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

RECEIVED

Please note that all fields are required unless otherwise noted. 2016 FEB 18 A 10:46

Your Contact Information:

First Name: CJ Last Name: Ferry

Address: 300 Buffinton Street

City: Fall River State: MA Zip Code: 02721

Phone Number: +1 (508) 646-9026 Ext.

Email: cj.ferry@scstonline.com

Organization or Media Affiliation (if any): Spindle City Straight Talk / Southcoast Media

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

(For statistical purposes only)

☐ Individual ☒ Organization ☐ Media

Public Body that is the subject of this complaint:

☒ City/Town ☐ County ☐ Regional/District ☐ State

Name of Public Body (including city/town, county or region, if applicable): Fall River City Council - Ordinance Sub-Committee

Specific person(s), if any, you allege committed the violation: City Council President Shawn Cadime, Cliff Ponte, Joseph Camara, Pam Laliberte-Lebeau, Stephen Long, Linda Pereira

Date of alleged violation: Feb 16, 2016

CITY OF FALL RIVER
IN CITY COUNCIL

FEB 23 2016

*Referred to the
Legislative Council*

Description of alleged violation:

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

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

The City Council Sub-Committee on Ordinance and Legislation has five City Councilors as its members and meet regularly as a sub-committee containing five City Councilors. Five City Councilors form a quorum of the full City Council and by having a quorum of the full Council on a sub-committee in essence is a undeclared full City Council Meeting.

Further, any actions taken by this sub-committee that may be passed on to a regular meeting of the City Council that has been approved by the full sub-committee in fact means that the full City Council has already passed this measure and is a deliberation of the issue, ordinance or action by the City Council.

Whereas, the sub-committees are assigned as a matter of practice and ordinance, the City Council President Shawn Cadime is the primary alleged violator of the open meeting law (MGL 30A) and any and all governing Massachusetts General Laws.

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

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

Pecuniary assessments need to be assessed on the members listed in this complaint. A required in person attendance at the next available Open Meeting Law training. All actions taken by this committee should be immediately vacated.

Review, sign, and submit your complaint

I. Disclosure of Your Complaint.

Public Record. Under most circumstances, your complaint, and any documents submitted with your complaint, will be considered a public record and available to any member of the public upon request. In response to such a request, the AGO generally will not disclose your contact information.

II. Consulting With a Private Attorney.

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

III. Submit Your Complaint to the Public Body.

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

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

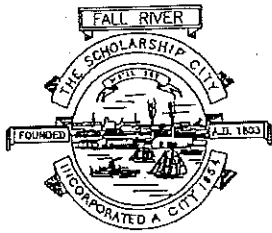
Signed: _____

Date: February 16, 2016

For Use By Public Body

For Use By AGO

Date Received by Public Body: Date Received by AGO:



COLLEEN A. TAYLOR
CLERK OF COMMITTEES

CITY OF FALL RIVER, MASSACHUSETTS
CITY COUNCIL

RECEIVED
FEB 10 P 12:09

INÉS LEITE
ASSISTANT CLERK OF COMMITTEES

February 10, 2016

Dear Councilor:

A meeting of the City Council Committee on Ordinances and Legislation has been scheduled for Tuesday, February 16, 2016 at 5:30 pm in the Council Chamber, Government Center, to discuss the following items:

1. Proposed Ordinance – Department of Community Maintenance (ref. 1/26/16)
2. Resolution – Discuss ambiguity in current zoning ordinance regarding [A-2] Apartment District (adopted 12/22/16)

It is respectfully requested that you attend this meeting.

Very truly yours,

Colleen A. Taylor
Clerk of Committees

Committee Members:
C. Ponte, Chr.
J. Camara
P. Laliberte-Lebeau
S. Long
L. Pereira

ADA Coordinator:
Gary P. Howayeck, Esq. 508-324-2650

purposes of the executive session, however, minutes and other records from that executive session must be disclosed unless they are within an exemption to the Public Records Law, G.L. c. 4, § 7, cl. 26, or the attorney-client privilege applies. Public bodies are also required to periodically review their executive session minutes to determine whether continued non-disclosure is warranted, and such determination must be included in the minutes of the body's next meeting. A public body must respond to a request to inspect or copy executive session minutes within 10 days of request and promptly release the records if they are subject to disclosure. If the body has not performed a review to determine whether they are subject to disclosure, it must do so prior to its next meeting or within 30 days, whichever is sooner.

What is the Attorney General's role in enforcing the Open Meeting Law?

The Attorney General's Division of Open Government is responsible for enforcing the Open Meeting Law. The Attorney General has the authority to take and investigate complaints, bring enforcement actions, issue advisory opinions, and issue regulations.

The Division of Open Government regularly seeks feedback from the public on ways in which it can better support public bodies to help them comply with the law's requirements, and offers online and in-person training on the Open Meeting Law. The Division of Open Government will also respond to information requests from public bodies and the public.

The Division of Open Government will take complaints from members of the public and will work with public bodies to resolve problems. While any member of the public may file a complaint with a public body alleging a violation of the Open Meeting Law, a public body need not, and the Division of Open Government will not, investigate anonymous complaints.

What is the Open Meeting Law complaint procedure?

Step 1. Filing a Complaint with the Public Body

Individuals who allege a violation of the Open Meeting Law must first file a complaint *with the public body* alleged to have violated the OML. The complaint must be filed within 30 days of the date of the violation, or the date the complainant could reasonably have known of the violation. The complaint must be filed on a Complaint Form available on the AGO website. When filing a complaint with a local public body, the complainant must also file a copy of the complaint with the municipal clerk.

Step 2. The Public Body's Response

Upon receipt, the chair of the public body should distribute copies of the complaint to the members of the public body for their review. The public body has 14 business days from the date of receipt to review the complainant's allegations; take remedial action if appropriate; notify the complainant of the remedial action; and forward a copy of the complaint and description of the remedial action taken to the AGO. The public body may request additional information from the complainant. The public body may

also request an extension of time to respond to the complaint. A request for an extension should be made within 14 business days of receipt of the complaint by the public body. The request for an extension should be made in writing to the Division of Open Government, and should state the reason for the requested extension.

Step 3. Filing a Complaint with the Attorney General's Office

A complaint is ripe for review by the AGO 30 days after the complaint is filed with the public body. This 30-day period is intended to provide a reasonable opportunity for the complainant and the public body to resolve the initial complaint. It is important to note that complaints are *not* automatically treated as filed for review by the AGO upon filing with the public body. A complainant who has filed a complaint with a public body, and seeks further review by the Division of Open Government, must file the complaint with the AGO after the 30-day local review period has elapsed but before 90 days have passed since the date of the violation. When filing the complaint with the AGO, the complainant must include a copy of the original complaint and may include any other materials the complainant feels are relevant, including an explanation of why the complainant is not satisfied with the remedial action taken by the public body. Complaints filed with the AGO are public records:

The AGO will review the complaint and any remedial action taken by the public body. The AGO may request additional information from both the complainant and the public body. The AGO will seek to resolve complaints in a reasonable period of time, generally within 90 days of the complaint becoming ripe for review by our office. The AGO may decline to investigate a complaint where more than 90 days have passed since the date of the alleged violation.

When is a violation of the law considered "intentional"?

The Attorney General may, upon finding a violation of the Open Meeting Law, impose a civil penalty upon a public body of not more than \$1,000 for each intentional violation. G.L. c. 30A, § 23(c)(4). An "intentional violation" is an act or omission by a public body or public body member in knowing violation of the Open Meeting Law. G.L. c. 30A, § 18. In determining whether or not a violation was intentional, the Attorney General will consider, among other things, whether the public body or public body member 1) acted with specific intent to violate the law; 2) acted with deliberate ignorance of the law's requirements; or 3) was previously informed by a court decision or advised by the Attorney General that the conduct at issue violated the Open Meeting Law. 940 CMR 29.02. If a public body or public body member made a good faith attempt at compliance with the law, but was reasonably mistaken about its requirements or, after full disclosure, acted in good faith compliance with the advice of counsel, its conduct will not be considered an intentional violation of the Law. G.L. c. 30A, § 23(g); 940 CMR 29.02.

Will the Attorney General's Office provide training on the Open Meeting Law?

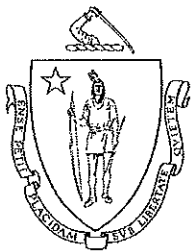
The Open Meeting Law directs the AGO to create educational materials and provide training to public bodies to foster awareness of and compliance with the Open Meeting

Law. The AGO has established an Open Meeting Law website, www.mass.gov/ago/openmeeting, on which government officials and members of public bodies can find the statute, regulations, FAQs, training materials, the Attorney General's determination letters resolving complaints, and other resources. The AGO will provide regional trainings for members of public bodies, in addition to offering a free online training video.

Contacting the Attorney General

If you have any questions about the Open Meeting Law or anything contained in this guide, please contact the AGO's Division of Open Government. The AGO also welcomes any comments, feedback, or suggestions you may have about the Open Meeting Law or this guide.

Division of Open Government
Office of the Attorney General
One Ashburton Place
Boston, MA 02108
Tel: 617-963-2540
www.mass.gov/ago/openmeeting
OpenMeeting@state.ma.us



33

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

MAURA HEALEY
ATTORNEY GENERAL

(617) 727-2200
(617) 727-4765 TTY
www.mass.gov/ago

March 24, 2016

CJ Ferry
300 Buffinton Street
Fall River, MA 02721

Dear Mr. Ferry:

We understand that on February 22, 2016, you filed a complaint with the Fall River City Council (the "City Council"), alleging a violation of the Open Meeting Law, G.L. c. 30A, §§ 18-25. The City Council is required to notify our office of the complaint and any remedial action taken to address the complaint. G.L. c. 30A, § 23(b); 940 CMR 29.05(5). Our office received notification and a response from the City Council on March 10, 2016.

Under the Open Meeting Law, a complaint is ripe for review by our office when the complainant files a copy of the initial complaint with the Division of Open Government, provided that at least 30 days have passed since that complaint was filed with the public body. G.L. c. 30A, § 23(b); 940 CMR 29.05(6). Our office currently has no record of a complaint filed by you in this matter. Accordingly, we will presume that the action taken by the City Council was sufficient and will close this file unless we receive a request for further review by this office and a copy of the initial complaint by **Monday, May 16, 2016**.

Please feel free to contact us if you have any questions about the Open Meeting Law complaint process.

Sincerely,

Bongani T. Jeranyama
Paralegal
Division of Open Government

cc: Joseph I. Macy, Esq., Fall River Corporation Counsel
Fall River City Council

RECEIVED
2016 MAR 28 A 11:51
FALL RIVER, MA



OPEN MEETING LAW COMPLAINT FORM

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

Please note that all fields are required unless otherwise noted.

**** Amended Complaint ****

Your Contact Information:

First Name: CJ Last Name: Ferry

Address: 300 Buffinton Street

City: Fall River State: MA Zip Code: 02721

Phone Number: +1 (508) 646-9026 Ext.

Email: cj.ferry@scstonline.com

Organization or Media Affiliation (if any): Spindle City Straight Talk / Southcoast Media

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

(For statistical purposes only)

☐ Individual ☐ Organization ☒ Media

Public Body that is the subject of this complaint:

☒ City/Town ☐ County ☐ Regional/District ☐ State

Name of Public Body (including city/
town, county or region, if applicable): Fall River City Council - Ordinance Sub-Committee

Specific person(s), if any, you allege
committed the violation: City Council President Shawn Cadime, Cliff Ponte, Pam Laliberte-Lebeau,
Stephen Long, Linda Pereira, Richard Cabeceiras, Ray Mitchell, Steve Camara

Date of alleged violation: Feb 16, 2016

Description of alleged violation:

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

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

The City Council Sub-Committee on Ordinance and Legislation has five City Councilors as its members and meet regularly as a sub-committee containing five City Councilors. Five City Councilors form a quorum of the full City Council and by having a quorum of the full Council on a sub-committee in essence is a undeclared full City Council Meeting.

**** Amendment to Complaint ****

At this meeting eight members of the City Council were present and this is definitely a quorum of the City Council and during the meeting members sat in their seats as City Councilors and deliberated the issue while reviewing the issue present to the sub-committee

**** Amendment to Complaint ****

Further, any actions taken by this sub-committee that may be passed on to a regular meeting of the City Council that has been approved by the full sub-committee in fact means that the full City Council has already passed this measure and is a deliberation of the issue, ordinance or action by the City Council.

Whereas, the sub-committees are assigned as a matter of practice and ordinance, the City Council President Shawn Cadime is the primary alleged violator of the open meeting law (MGL 30A) and any and all governing Massachusetts General Laws.

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

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

Pecuniary assessments need to be assessed on the members listed in this complaint. A required in person attendance at the next available Open Meeting Law training. All actions taken by this committee should be immediately vacated.

Review, sign, and submit your complaint

I. Disclosure of Your Complaint.

Public Record. Under most circumstances, your complaint, and any documents submitted with your complaint, will be considered a public record and available to any member of the public upon request. In response to such a request, the AGO generally will not disclose your contact information.

II. Consulting With a Private Attorney.

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

III. Submit Your Complaint to the Public Body.

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

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

Amend Date: February 22, 2016

Signed: _____

Date: February 16, 2016

For Use By Public Body

For Use By AGO

Date Received by Public Body: Date Received by AGO:

34



OPEN MEETING LAW COMPLAINT FORM

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

RECEIVED

2016 MAR 22 A 10:54

Please note that all fields are required unless otherwise noted.

CITY OF FALL RIVER, MA

Your Contact Information:

First Name: Patrick Last Name: Higgins

Address: P O Box 24

City: Swansea State: MA Zip Code: 02777

Phone Number: +1 (774) 294-6097 Ext.

Email: patrick@patrickhiggins.co

Organization or Media Affiliation (if any): Patrick Higgins and Associates

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

(For statistical purposes only)

☐ Individual

☒ Organization

☐ Media

Public Body that is the subject of this complaint:

☒ City/Town

☐ County

☐ Regional/District

☐ State

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

Specific person(s), if any, you allege committed the violation: President Shawn Cadime

Date of alleged violation: Feb 9, 2016

Description of alleged violation:

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

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

President Cadime did not require those in attendance who intended to record any portion of the meeting, by audio and/or video, to notify the Chairman at the beginning of the meeting as required by M. G. L. Chapter 30A, section 20(f).

The City Council also does not create, maintain or accept written minutes of their meetings as required by both the Open Records Laws and the Open Meeting Law.

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

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

Learn and comply with the Open Meeting Law.

Review, sign, and submit your complaint

I. Disclosure of Your Complaint.

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

Signed: 

Date: 3/7/16

For Use By Public Body

For Use By AGO

Date Received by Public Body:

Date Received by AGO:



OPEN MEETING LAW COMPLAINT FORM

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

Please note that all fields are required unless otherwise noted.

35
RECEIVED

2016 MAR 22 A 10:54

Your Contact Information:

First Name: Patrick Last Name: Higgins

Address: P O Box 24

City: Swansea State: MA Zip Code: 02777

Phone Number: +1 (774) 294-6097 Ext.

Email: patrick@patrickhiggins.co

Organization or Media Affiliation (if any): Patrick Higgins and Associates

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

(For statistical purposes only)

☐

Individual

☒

Organization

☐

Media

Public Body that is the subject of this complaint:

☒

City/Town

☐

County

☐

Regional/District

☐

State

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

Specific person(s), if any, you allege
committed the violation: President Shawn Cadime

Date of alleged violation: Feb 23, 2016

Description of alleged violation:

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

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

President Cadime did not require those in attendance who intended to record any portion of the meeting, by audio and/or video, to notify the Chairman at the beginning of the meeting as required by M. G. L. Chapter 30A, section 20(f).

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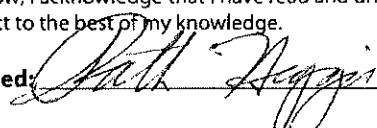
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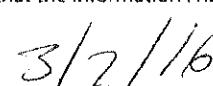
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By signing below, I acknowledge that I have read and understood the provisions above and certify that the information I have provided is true and correct to the best of my knowledge.

Signed: _____



Date: _____



For Use By Public Body

For Use By AGO

Date Received by Public Body:

Date Received by AGO:



OPEN MEETING LAW COMPLAINT FORM

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

Please note that all fields are required unless otherwise noted.

Your Contact Information:

First Name: Patrick Last Name: Higgins

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City: Swansea State: MA Zip Code: 02777

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Email: patrick@patrickhiggins.co

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(For statistical purposes only)

☐ Individual

☒ Organization

☐ Media

Public Body that is the subject of this complaint:

☒ City/Town

☐ County

☐ Regional/District

☐ State

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

Specific person(s), if any, you allege
committed the violation: President Shawn Cadime

Date of alleged violation: Mar 8, 2016

Description of alleged violation:

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

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

President Cadime did not require those in attendance who intended to record any portion of the meeting, by audio and/or video, to notify the Chairman at the beginning of the meeting as required by M. G. L. Chapter 30A, section 20(f).

The City Council also does not create, maintain or accept written minutes of their meetings as required by both the Open Records Laws and the Open Meeting Law.

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

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

Learn and comply with the Open Meeting Law.

Review, sign, and submit your complaint

I. Disclosure of Your Complaint.

Public Record. Under most circumstances, your complaint, and any documents submitted with your complaint, will be considered a public record and available to any member of the public upon request. In response to such a request, the AGO generally will not disclose your contact information.

II. Consulting With a Private Attorney.

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

III. Submit Your Complaint to the Public Body.

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

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

Signed: _____

Date: 3/7/16

For Use By Public Body

For Use By AGO

Date Received by Public Body

Date Received by AGO