

City of Fall River Massachusetts
Office of the City Clerk

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CITY CLERK _____
FALL RIVER, MA

ALISON M. BOUCHARD
CITY CLERK

INÊS LEITE
ASSISTANT CITY CLERK

DECEMBER 9, 2016
MEETINGS SCHEDULED FOR NEXT WEEK
CITY COUNCIL CHAMBER, ONE GOVERNMENT CENTER

TUESDAY, DECEMBER 13, 2016
AGENDA

5:45 P.M. CITY COUNCIL PUBLIC HEARINGS

Curb Removals

1. Jeff Cabral, 68 Foote Street, requests the removal of 7.10 feet of curbing with an existing 16.9 foot driveway for a total of 24 feet at 68 Foote Street to allow for improved vehicle access to the on-site parking.
2. Blandina Flores, 673 Second Street, requests the removal of 6.3 feet of curbing with an existing 15 foot driveway for a total of 21.3 feet at 673 Second Street to allow for improved vehicle access to the on-site parking.
3. Alex Samanica, 21 Odd Street, requests the removal of 16 feet of curbing with an existing 15 foot driveway for a total of 31 feet at 21 Odd Street to allow access to multiple off-street parking spaces.

Joint Pole Relocation

4. Petition of Verizon New England Inc. and Massachusetts Electric Company for one jointly owned pole relocation as follows:

The relocation of one (1) pole 4/14-30 feet southerly on Blossom Road to a point approximately 427' north of the intersection of Blossom Hill Drive. This pole relocation is necessary in order to accommodate a proposed private property pole line. In accordance with Plan No. MA2016-42 dated September 23, 2016.

Revocation of a Permit for the Storage of Inflammables

5. Fall River News Co., 138-144 Robeson Street, Fall River, MA, to store 12,000 gallons of gasoline underground and 12 vehicles with gasoline in tanks thereof, an increase of 10,000 gallons at 138-144 Robeson Street. Sales of these products are not authorized.

6:00 P.M. COMMITTEE ON FINANCE OR IMMEDIATELY FOLLOWING THE PUBLIC HEARING
IF IT RUNS PAST 6:00 P.M.

1. *Mayor and order approving Intermunicipal Agreements for Wastewater Treatment and Drinking Water Services with the Town of Freetown (ref. 11-22-16)
2. Discussion re: Collective bargaining agreement for AFSCME-EMS Unit (see item #2 below)
3. Discussion re: Mayor and order for purchase of property at 38 Third Street for Employee Health Clinic (see item #3 below)

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

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 and loan orders:
 - a. Integrated Wastewater and Stormwater Master Plan Improvements – Phase One
\$4,800,000
 - b. Integrated Wastewater and Stormwater Master Plan Improvements – Phase Two
\$122,000,000
2. *Collective bargaining agreement for AFSCME-EMS Unit (see Finance item #2)
3. *Mayor and order for purchase of property at 38 Third Street for Employee Health Clinic
(see Finance item #3)

PRIORITY COMMUNICATIONS

4. Traffic Commission recommending amendments to the traffic ordinances
5. Board of Election Commissioners re: official results of State Election held on
November 8, 2016

COMMITTEE REPORTS

Committee on Economic Development and Tourism recommending:

Adoption:

6. *Order – \$30,000 be transferred from Mayor's Office Salaries to Mayor's Office
Expenditures for branding initiative

Committee on Ordinances and Legislation recommending:

First Reading:

7. *Proposed ordinance – Traffic, miscellaneous
8. *Proposed ordinance – Mooring Fees Revolving Account

All readings with Emergency Preamble:

9. *Proposed ordinance – Traffic, handicapped parking

Adoption:

10. *Order – Pierre Maxime – 1 taxicab medallion application
11. *Order – Fall River Taxi Service – 5 taxicab medallion applications

Accept and place on file:

12. *Resolution – Administration consider advertising on city owned assets

ORDINANCES

Second Reading and enrollment:

13. *Proposed ordinance – Taxicab rates

RESOLUTIONS – None

CITATIONS

14. Agnes "Robin" Connor – 90th Birthday

ORDERS – HEARINGS

Curb removal:

15. Jeff Cabral, 68 Foote Street – total of 24 feet at 68 Foote Street
16. Blandina Flores, 673 Second Street – total of 21.3 feet at 673 Second Street
17. Alex Samanica, 21 Odd Street – total of 31 feet at 21 Odd Street

Joint Pole Relocation:

18. Blossom Road – one (1) pole relocation

Revocation of a permit for the storage of inflammables:

19. Fall River News Co., 138-144 Robeson Street

ORDERS – MISCELLANEOUS

20. Police Chief's report on licenses
21. Auto Repair Shop license renewal – Dave's Tire and Auto Service, Inc., 325 Bedford Street

COMMUNICATIONS – INVITATIONS – PETITIONS

22. *Claims
23. *Open Meeting Law complaint from Patrick Higgins regarding November 22, 2016 City Council Meeting
24. *Street opening request for pavement less than 5 years old – 714 Weetamoe Street
25. *Communications from Attorney General regarding OML complaints of:
 - a. September 19, 2016 City Council Meeting
 - b. October 11, 2016 City Council Meeting
 - c. October 25, 2016 City Council Meeting
 - d. November 2, 2016 Fall River City Councilors
 - e. September 7, 2016 Real Estate Committee

City Council Committee/Meeting Minutes:

26. *City Council Meeting – November 8, 2016
27. *Committee on Finance – November 1, 2016
28. *Committee on Public Safety – November 16, 2016
29. *Committee on Economic Development and Tourism – November 29, 2016

BULLETINS – NEWSLETTERS – NOTICES

30. Notice of Casualty and Loss at 1907 Rodman Street
31. Notice of Casualty and Loss at 495 Snell Street


Assistant City Clerk



JASIEL F. CORREIA II
Mayor

City of Fall River
Massachusetts
Office of the Mayor

Finance 1
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2016 NOV 17 P 2:12

CITY CLERK _____
FALL RIVER, MA

November 17, 2016

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

Dear Councilors:

It is respectfully requested that the attachments as approved by the Water Board and the Sewer Commission be reviewed and approved.


The attachments include the following:

1. New Intermunicipal Agreement for Wastewater Treatment with the Town of Freetown.
2. New Intermunicipal Agreement for Drinking Water Services with the Town of Freetown.

The existing agreements have expired. The new agreements include the concepts discussed with the City Council in 2014 and as included in the Tiverton Agreements approved by the City Council in 2015.

Please contact me or Terrance Sullivan if you need further information.

Respectfully,


Jasiel F. Correia II
Mayor

Attachments

CITY OF FALL RIVER
IN CITY COUNCIL

NOV 22 2016

*Referred to the
Committee on Finance*

City of Fall River, In City Council

Finance 1

ORDERED, that the Mayor, through the Watuppa Water Board and the Fall River Sewer Commission, be and the same is hereby authorized to enter into the attached amendments to the Intermunicipal Agreements for wastewater treatment and drinking water services between the City of Fall River and the Town of Freetown.

CITY OF FALL RIVER
IN CITY COUNCIL

NOV 22 2016

Referred to the
Committee on Finance

ITEM #1

**Intermunicipal Agreement Freetown
For Wastewater Treatment**

**AGREEMENT FOR WASTEWATER TREATMENT
BETWEEN
CITY OF FALL RIVER, MASSACHUSETTS
AND THE TOWN OF FREETOWN, MASSACHUSETTS**

THIS AGREEMENT, made and entered into this _____ day of _____ 2016, by and between the City of Fall River, a Municipal Corporation within the Commonwealth of Massachusetts, in the County of Bristol, acting through its Sewer Commission, hereinafter called the "City", party of the first part, and the Town of Freetown, , a Municipal Corporation within the Commonwealth of Massachusetts, in the County of Bristol, acting through its Board of Water Commissioners and Board of Selectmen, hereinafter called the "Town", party of the second part, and

WHEREAS, THE City owns and operates a wastewater treatment works in order to treat wastewater originating in the Town and the City, and

WHEREAS, the Town intends to discharge into the City wastewater collection and/or treatment works, sanitary and/or industrial wastewaters for treatment at the City's wastewater treatment works, and

NOW THEREFORE, in consideration of these premises and mutual benefits to be derived by the parties hereto, an Agreement is prepared in the following form:

SECTION 1. DEFINITIONS

Section 1.1 – For the purpose of this Agreement, the following terms are defined:

1.1.1 "Average Daily Flow" shall mean the total annual flow as measured at the metering station and/or agreed points of discharge, divided by the number of days in the year.

1.1.2 "Biochemical Oxygen Demand" (BOD) shall mean the quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory procedure in five (5) days at 20 degrees Centigrade (68 degrees Fahrenheit) expressed in milligrams per liter by weight (or pounds per day).

1.1.3 "Industrial Wastes" are the liquid wastes, other than sanitary sewage, resulting from manufacturing and/or industrial operations or processes or drains.

1.1.4 "Maximum Daily Flow" shall mean the maximum flow recorded at the metering station and/or agreed points of discharge during a 24-hour period during any calendar year.

1.1.5 "Metering Station" shall mean a suitable facility for measuring, recording, and totalizing the flow of wastewater from the Town to the Fall River Sewer System.

1.1.6 "Sanitary Sewage" shall mean sewage discharging from the sanitary conveniences such as toilets, washrooms, urinals, sinks, showers, drinking fountains and from kitchens, restaurants, cafeterias and floor drains from industrial, manufacturing or process areas essentially free of industrial wastes or toxic materials.

1.1.7 "Shall" is mandatory; "may" is permissive.

1.1.8 "Total Suspended Solids" (abbreviated TSS) shall mean solids that either float on the surface of, or are in suspension in water, or sewage, or wastewater, or other liquids and which are removable by laboratory filtering, expressed in milligrams per liter by weight (or pounds per day).

1.1.9 "User Charges" shall mean a charge levied on users of the wastewater facilities for the cost of operation and maintenance.

1.1.10 "Wastewater" shall mean the spent water of the participating municipalities and may be a combination of the liquid and water carried wastes from residences, commercial buildings, industrial plants and institutions, together with any infiltration/inflow that may be present.

1.1.11 "Wastewater Treatment Facilities" shall mean all facilities for collection, conveying, pumping, treating and disposing of wastewater.

1.1.12 "Town Flow" means the amount of average daily flow of wastewater flowing into the City from the Town.

SECTION 2. RESPONSIBILITIES OF CITY

Section 2.1

The City shall operate and maintain the City's wastewater treatment facility.

Section 2.2

The City shall receive and dispose of the Town's sanitary and industrial wastewater provided the Town agrees to adopt such rules, regulations and/or by-laws as are necessary to secure compliance by system users with the standards provided for within this agreement or as otherwise may be amended or in accordance with any applicable local, State or Federal regulations.

Section 2.3

The City shall receive the Town's wastewater at a location or locations mutually agreeable to both parties, all physical connections being subject to the approval of the City.

SECTION 3. RESPONSIBILITIES OF THE TOWN

Section 3.1

The Town shall maintain the existing wastewater collection facilities, including any Flow Metering Stations or Flow Meter Facilities. If the Town expands sewer services to other areas not currently serviced by the Town, the Town shall be responsible for financing, planning, constructing and maintaining such wastewater collection facilities. Expansion of sewer services to other areas of the Town would require approval by the City if Town flow exceeds the Town's allotted flow.

Section 3.2

Characteristics of wastewater delivered to the City's wastewater treatment works by the Town and/or any users within the Town shall conform to the requirements of wastewater permitted by the City, under its sewer use ordinance as issued and amended from time to time and all applicable local, State and Federal regulations.

Section 3.3

The Town agrees to adopt such rules, regulations and/or by-laws as are necessary to secure compliance by Town users with the standards provided for within this Agreement, or as otherwise may be amended and to ensure conformity with the requirements of any agency of the City, the Commonwealth of Massachusetts, or any other governmental agency which may have jurisdiction covering the system. The Town agrees to enforce such rules, regulations and/or by-laws. The City shall have the right to require the Town to take appropriate legal action against any user connected to the Town's sewer collection system to enforce compliance with the terms of this Agreement and user fees owed to the City.

Section 3.4

As the City has implemented a federally approved Industrial Pretreatment Program and retains the responsibility to protect the Treatment Facility and receiving waters from industrial interference, the Town shall convey the right to the City to take appropriate legal action against any system user to enforce compliance with the Town's Sewer Use Ordinance. This includes, but is not limited to requiring industrial users to self monitor their discharge and report the results of Self Monitoring activities to the City as prescribed in the industrial user's Discharge Permit; install the proper pretreatment systems if necessary; to submit to inspections for the purpose of

documenting compliance; to allow the City to issue industrial discharge permits; and to levy fines or terminate discharge rights for continued non-compliance. All significant industrial users shall obtain and maintain an industrial discharge permit with the city and any other applicable permits.

Section 3.5

The Town agrees that the discharge of sanitary and/or industrial wastes containing heavy metals, cyanide and/or toxicity will not be allowed. All wastes to be discharged must be in accordance with the City's Industrial Pretreatment Guidelines presently in effect or any other which may take effect in the future.

Section 3.6

The Town hereby agrees that at no time will they intentionally allow the discharge of wastewaters which are economically and/or technically more burdensome to treat than those described in this Section.

Section 3.7

The Town hereby agrees that stormwater will not be allowed to enter the sewer system, and inflow and infiltration will be reasonably controlled and minimized.

SECTION 4. TERM

The term of this Agreement shall continue for 20 years from the date of execution. At the end of the 20 year term; the Agreement shall continue from year to year thereafter until a new Agreement is executed. Provided, however, that either party may terminate the same on December 31 of any year by giving written notice on or before June 30 of such year. Given the infrastructure investment, the critical public health and environmental protection issues related to this agreement; it is the intent of both parties to work to keep this agreement and future amendments continuous for the protections noted herein.

SECTION 5. IMPLEMENTATION

Section 5.1

The City agrees to provide wastewater treatment facilities with a portion of the capacity allocated to treat wastewater from the Town. The capacity allocated to the Town is 220,000 GPD of average daily flow in any month and a peak flow not to exceed 660,000 gallons in any day.

As delineated in section 6; connection fees shall only be assessed to new construction and expansion.

Current flow estimates are as follows:

ISP	90,000 GPD
Churchill & Banks/Stop & Shop Freetown	100,000 GPD
Other Town Use	30,000 GPD

This capacity limit can be modified by mutual agreement and addenda to the agreement.

SECTION 6. IMPACT FEE TO NEW USERS

Section 6.1

All new connections (newly constructed residential, commercial and industrial buildings) to the collection system shall pay a onetime fee to the City of \$1.00 per gallon of the projected flow. Appendix A identifies standard flow projections for various types of residential, commercial and industrial establishments. Non standard facility flow projections not outlined in Appendix A shall be subject to reasonable engineering practices and estimates. The City retains the right for final approval of flow projections. A summary of said payments shall be included in the summary of wastewater flows submitted quarterly by the Town.

Existing residential and commercial property shall be exempt from this section except for significant expansion of commercial or industrial property. The flow estimates assigned to ISP and Stop & Shop Freetown are exempt from this section. Municipal buildings shall be exempt from this section. For large new industrial or commercial customers projected to exceed a flow of 25,000 gallons per day, the maximum onetime impact fee shall be limited to \$25,000.

SECTION 7. PAYMENTS: OPERATION MAINTENANCE

Section 7.1

7.1.1 The Town shall make payments towards the costs of operation and maintenance of the wastewater treatment facilities on the following basis: The Town shall pay for the total sewer flow discharged on a per gallon basis at a rate as follows:

- a.) Beginning in the first full fiscal year after the execution of this Agreement, the Town guarantees that 30,000,000 gallons per fiscal year (40,106 ccf/year) shall be purchased and paid for regardless of use at the current rate of \$8.18/ccf. The fiscal year shall be July 1 to June 30. This rate is 55% above the standard rate charged to Fall River customers (\$5.28/ccf times 1.55 = \$8.18/ccf). If user charges identified in Section 74 of Appendix A of the Fall River Revised Ordinances are increased or decreased, the Town rate shall be increased or decreased by the same proportionate percent.

- b.) For sewer discharge above 30,000,000 gallons per fiscal year, the Town shall pay at a rate that is 5% above the rate charged to Fall River customers. The current Fall River rate is \$5.28/ccf, therefore the rate charged to the Town would be \$5.54/ccf ($\$5.28/\text{ccf} \times 1.05 = \$5.54/\text{ccf}$). If user charges identified in Section 74 Appendix A of the Fall River Revised Ordinances are increased or decreased, the Town rate shall be increased or decreased by the same proportionate percent.
- c.) Said 30,000,000 gallons per fiscal year (40,106 ccf/year) shall be cumulative over the fiscal year and not mandated on a monthly basis.
- d.) Billing frequency will be quarterly. Billing frequency can be increased to monthly upon agreement by the City and the Town.
- e.) The Town's guarantee to purchase at least 30,000,000 gallons per fiscal year is based, in part, upon the sewer needs of a number of large commercial customers, as noted in Section 5 hereof. The parties recognize that the Town would not be able to purchase 30,000,000 gallons of sewer per fiscal year if one or more these commercial customers were to cease or substantially decrease their operations and sewer usage. In such event, the City and the Town shall meet to amend section 7.1.1, a. to reduce the minimum volume requirement by an amount commensurate with the reduction in sewer usage resulting from the cessation or substantial reduction in such commercial customer(s)'s operations. Substantial decrease shall mean 50% or more of the large commercial customer's historical average daily flow.

- 7.1.2 Any costs associated with the operation and maintenance and/or capital repairs for the Town's sewer system shall be borne 100% by the District.
- 7.1.3 The Town is responsible for assuring that all sources of sewer use in the Town are properly accounted for.
- 7.1.4 Failure of the Town to make payments within 30 days due can be cause for application of interest charges at 14% per annum.

SECTION 8. MEASUREMENT OF FLOW AND SAMPLING OF WASTEWATER

Section 8.1

8.1.1 The volume of flow used in computing the Town's payments shall be based upon readings obtained by suitable flow measurements and recording devices (subject to approval by the City) operated and maintained by the Town. Alternative flow measurement or billing mechanisms can be discussed by the City and the Town however final approval of any method is controlled by the City.

8.1.2 The Town shall be responsible for inspecting and maintaining the accuracy and reliability of all flow metering and recording equipment. All costs incurred by the Town to inspect and maintain flow recording devices and equipment shall be borne by the Town. The City shall be advised of the results of any test on the equipment and the methods employed.

Section 8.2

The City and Town hereby agree that the determination of character and concentration of wastewater and the associated sampling technique shall be in accordance with the latest edition of "Standard Methods for the Examination of Water and Wastewater" published jointly by the Public Health Association (APHA), the American Water Works Association (AWWA) and the Water Environment Federation (WEF), or any other method mutually agreed upon by the City and Town.

8.2.1 The sampling and determination of the character and concentration of Town's wastewater shall be performed by the Town if needed. The sampling location will be mutually agreed upon by the Town and the City. All costs for sampling and analysis shall be the responsibility of the Town.

8.2.2 Samples shall be collected by the Town in such a manner as to be representative of the actual quality of the wastewater if needed.

8.2.3 The results of the wastewater sampling and analytical program shall be reported to the City upon request and in accordance with the City's Industrial Pretreatment Program.

8.2.4 The City shall be given full and free access to the Town's wastewater metering station(s) as required for the purposes of inspection, measurement, sampling and testing.

8.2.5 In the event the metering equipment is temporarily out of order or service for any reason the volume of wastewater and strength will be based on the period representing the highest volume and strength unless otherwise agreed by both parties on the basis of past experience.

8.2.6 The Town shall notify the Sewer Commission immediately in the event that the metering equipment is out of order or service.

8.2.7 The Town shall be responsible for facilitating repairs of the metering equipment and the costs associated with said repairs.

SECTION 9. RESERVED

SECTION 10. CAPITAL IMPROVEMENTS

In the event that the City must undertake major repairs, replacement, or add to the joint wastewater collection and treatment facilities or is directed or ordered to provide a higher degree of treatment in the future, or to otherwise modify the process from that contemplated at the time of execution of this Agreement, the net capital cost of such replacement or additional facilities shall be included in the user fee.

SECTION 11. RECORDS AND ACCESS

Section 11.1

The City and Town shall maintain complete and accurate books and records concerning all matters relative to this Agreement. Such records shall be open for inspection and making copies or extracts thereof to accountants and other duly authorized representatives of the other party.

The Town records shall include, but not be limited to, as built plans of all sewers, schematics of all connections to sewer, building permits for all facilities connected to sewer, and documents regarding proper operation and maintenance of the Town's sewers.

Section 11.2

Both the City and the Town agree to make available to representatives and agents of the other for purposes of inspection all facilities and equipment related to each other's wastewater systems.

SECTION 12. SEPARATE AGREEMENTS

Any separate agreements relating to wastewater collection and treatment between the Town and adjacent municipalities which would result in additional discharges to the City's sewer system must be reviewed and approved by the City. In any event, the Town shall in the aggregate be restricted to the wastewater strengths and flows authorized in this agreement, and any increase must be formally contracted for between the Town and City.

SECTION 13. NOTIFICATION OF CHANGE

The Town agrees to notify the City in writing as far in advance as possible of anticipated or planned significant increases or decreases in the quantity and/or quality of the wastes to be discharged to the City's wastewater treatment facilities.

SECTION 14. TERMINATION

Section 14.1

For any material breach of this Agreement, continued for three months after notice thereof in writing by the other party, either party may terminate this Agreement. Upon receipt of said notice, both parties will enter into discussion within thirty (30) days to assure proper termination of the Agreement. If any time during the term of this Agreement either party determines that the other party has breached the terms of this Agreement by failing to perform its obligations in accordance with all of the terms and provisions contained in this Agreement, the non-breaching party shall notify the party in breach in writing stating therein the nature of the alleged breach and directing the party in breach to cure such breach within ten (10) days. If the party in breach fails to cure said breach within ten (10) days, the non-breaching party may, at its election at any time after the expiration of said ten (10) days, terminate this Agreement by giving written notice thereof to the party in breach specifying the effective date of the termination, said date to be no less than ninety (90) days from the date of notice of breach. Upon the date specified in the notice of termination, this Agreement shall terminate. Such termination shall not prejudice or waive any rights or action which the non-breaching party may have against the party in breach up to the date of such termination.

Section 14.2

There shall be no circumstance under which the City will be obligated to return to the Town any portion of the Town's capital investment.

Section 14.3

The City maintains the right of refusal to accept the Town's waste if any section or subsection of this Agreement is materially violated that could endanger the treatment facilities, public health or the environment. The Town shall be notified in writing, and the Town shall be granted ninety (90) days to respond to a purported violation of this Agreement. If the matter is of immediate danger to the treatment facilities, public health or the environment, the City retains the right of immediate refusal.

SECTION 15. AMENDMENTS

Section 15.1

No amendments to this Agreement shall be effective until adopted by the Fall River City Council.

Finance 1

SECTION 16. TOWN BOUNDARIES

The Town agrees to work cooperatively with the City related to any infrastructure (i.e. sewer mains or services) that may cross Town boundaries both in land agreements (i.e. easements) and access for maintenance.

The City agrees to allow the Town at no additional cost other than normal tie-in fees to connect isolated properties located on the border of the City and the Town where existing City sewers have the capacity to accept wastewater from said property and it would be cost prohibitive to extend redundant Town sewer lines to service the property. City permitting and inspection of all work within the City and/or on sewers maintained by the City shall be required.

SECTION 17. AGREEMENT REPLACEMENT

This Agreement replaces the prior Agreement with the Town of Freetown; ISP Freetown Fine Chemicals; Churchill & Banks and S & S Freetown dated April 30, 2003. The Town of Freetown has taken all proper legal actions to remove ISP Freetown Fine Chemicals; Churchill & Banks and S & S Freetown as signatories to this agreement.

IN WITNESS WHEREOF, the respective parties hereto have caused this Agreement to be signed by them and have affixed their hands and seals on the day and year referred to above written.

CITY OF FALL RIVER

TOWN OF FREETOWN

Approved as to form:

BY: _____
Corporation Counsel

BY: _____

BY: _____

BY: _____

Fall River Sewer Commission

Freetown Board of Water Commissioners

BY: _____
Mayor
City of Fall River

APPENDIX A

Calculation of Flows

Unless a variance is authorized by the City in writing, applicants applying for a sewer extension or connection permit shall use the following figures in calculating daily sewage flow in completing the application:

SEWAGE FLOW ESTIMATES:

<u>Type of Establishment</u>	<u>Gallons per Person per day</u>
Boarding Schools, Colleges	65
Nursing Home and Rest Home	100
School, without cafeteria, gymnasium or showers	10
School, with cafeteria, but not gymnasium and showers	15
School, with cafeteria, gymnasium and showers	20
Swimming Pool	10
Camp, resident – washroom and toilets	25
Camp, resident – mess hall	10
Camp, day – washroom and toilets	10
Camp, day – mess hall	3
Camp Ground – showers and toilets – per site	75
Gymnasium – per spectator	3
Gymnasium – per participant	25
Theater, Auditorium	3
Public Park – toilet wastes only	5
Public Park – bathhouse, showers and flush toilets	10
Factory or Industrial Plant, without cafeteria	15
Factory or Industrial Plant, with cafeteria	20
Work or Construction Camp	50

Gallons per day

Single and multiple dwelling units – per bedroom, motels, hotels, boarding houses	110
Tennis Club – per court	250
Bowling Alley – per alley	100
Country Club – dining room – per seat	10
Country Club – snack bar or lunch room – per seat	10
Country Club – locker and showers – per locker	20
Church – per seat	3
Church – vestry/kitchen – per person at capacity	5
Trailer, dump station – per site or per trailer	50
Mobile Home Park – per site	200

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Office Building – per 1,000 sq. ft.	75
Dry Goods Stores – per 100 sq. ft.	5
Drive-in – per stall	5
Non-single family, Automatic clothes washer – per washing machine	400
Hospital – per bed	200
Service Station, excluding thruway – per island	300
Skating Rink – 3,000 gallons per day plus 5 gallons per seat	300
Dog Pounds – Veterinary Clinics – per pen	50

<u>Type of Establishment</u>	<u>Gallons per Seat or Chair per day</u>
Restaurant, food service establishment, lounge, tavern	35
Restaurant, thruway service area	150
Restaurant, kitchen flow	15
Barber Shop/Beauty Salon per chair	100

Financial

ITEM #2

**Intermunicipal Agreement Freetown
For Drinking Water Services**

**AGREEMENT FOR DRINKING WATER SERVICES
BETWEEN
THE CITY OF FALL RIVER, MASSACHUSETTS
AND
THE TOWN OF FREETOWN, MASSACHUSETTS**

THIS AGREEMENT, made and entered into this _____ day of _____ 2016, by and between the City of Fall River, a Municipal Corporation within the Commonwealth of Massachusetts in the County of Bristol, acting through its Watuppa Water Board hereinafter called the "City", party of the first part, and the Town of Freetown, a Municipal Corporation within the Commonwealth of Massachusetts in the County of Bristol, acting through its Board of Water Commissioners and Board of Selectmen, hereinafter called the "Town", as party of the second part;

WHEREAS, the City owns and operates a treatment works in order to treat and supply, potable water to the Town and the City, and

WHEREAS, the Town intends to receive the City's potable water into the Town's water distribution system, and

NOW THEREFORE, in consideration of these premises and mutual benefits to be derived by the parties hereto, an Agreement is prepared in the following form:

SECTION 1. DEFINITIONS

- 1.1.1 "Metering Station" shall mean a suitable facility for measuring, recording and totalizing the flow of water from the City to the Town's Water Distribution System.
- 1.1.2 "Shall" is mandatory; "may" is permissive.
- 1.1.3 "User Charges" shall mean a charge levied on users of the facilities for the cost of operation and maintenance.
- 1.1.4 "Town Flow" means the amount of average daily flow of water flowing into the Town from the City.
- 1.1.5 "Connection Fee" means the onetime cost assessed to an additional facility connected to the water system.
- 1.1.6 "Reservation Fee" means the cost assessed for reserved capacity above the Town's agreed to working capacity.
- 1.1.7 "GPD" means gallons per day.

Finance 1

1.1.8 "Potable" means safe to drink as defined by the Federal Clean Water Act. This word is not used to encompass existing or new regulations related to contaminants that may increase with the age of the water, such as THM's.

1.1.9 "THM's" means trihalomethanes.

SECTION 2. RESPONSIBILITIES OF CITY

Section 2.1

The City shall operate and maintain the City's treatment facility.

Section 2.2

The City shall treat, transport and deliver potable water to the Town's Water Distribution System, provided the Town agrees to adopt such rules, regulations and/or by-laws as are necessary to secure compliance by system users with the standards provided for within this agreement or as otherwise may be amended or in accordance with any applicable local, State or Federal regulations.

Section 2.3

The Town shall receive the City's water at a location or locations mutually agreeable to both parties, the physical location being subject to the approval of the City.

SECTION 3. RESPONSIBILITIES OF TOWN

Section 3.1

The Town shall maintain the existing water distribution facilities within the Town. If the Town plans to expand water services to other areas of the Town, the Town shall be responsible for financing, planning, constructing and maintaining such water distribution facilities. Expansion of services to other areas of the Town would require approval by the City if Town flow exceeds the Town's annual allotted flow.

Section 3.2

The Town agrees to adopt such rules, regulations and/or by-laws as are necessary to secure compliance by system users with the standards provided within this Agreement, or as otherwise may be amended, and to ensure conformity with the requirements of any agency of the City, the Commonwealth of Massachusetts, or any other governmental agency which might have jurisdiction covering the distribution system. The Town agrees to enforce such rules, regulations and/or by-laws. The City shall have the right to require the Town to take appropriate legal action

against any system user to enforce compliance with the terms of this Agreement and user fees owed the City. The Town has the right to develop and/or enforce more stringent requirements, such as metering of fire protection lines.

Section 3.3

The Town agrees to assure implementation of a backflow prevention and cross connection elimination program in accordance with state law and/or Fall River Ordinance 74-257.

Section 3.4

The Parties agree to work cooperatively with one another related to any infrastructure (i.e. water mains or service connections) that may cross Town boundaries both in land agreements (i.e. easements) and access for maintenance.

SECTION 4. TERM

The term of this Agreement shall continue for 20 years from the date of execution. At the end of the 20 year term, the agreement shall continue from year to year thereafter. Provided, however, that either party may terminate the same effective December 31 of any year by giving written notice on or before June 30 of such year. Given the infrastructure investment, the critical public health and environmental protection issues related to this agreement, it is the intent of both parties to work to keep this agreement and future amendments continuous for the protections noted herein.

SECTION 5. IMPLEMENTATION

Section 5.1

The City agrees to provide potable water with a portion of the capacity allocated to the Town. The capacity allocated based on pre-existing use and prior agreements is 220,000 GPD (80,300,000 gallons per year). As delineated in section 6; connection fees shall only be assessed to new construction and expansion.

Current flow estimates are as follows:

ISP	90,000 GPD
Stop & Shop Freetown	100,000 GPD
Crystal Springs	10,000 GPD
Other Town Use	20,000 GPD

This capacity limit can be modified by mutual agreement and addenda to the agreement. Additional reservation of flow volumes may be negotiated as per Section 9 of this agreement.

SECTION 6. PAYMENT - CAPITAL INVESTMENT

Section 6.1

All new connections (newly constructed residential, commercial or industrial buildings) to the water system shall pay a onetime fee to the City of \$1.00 per gallon of the projected flow pursuant to the protocols set forth in Appendix A, the standard flow projections. Non-standard facility flow projections not outlined in Appendix A shall be subject to reasonable engineering practices and estimates. The City retains the right for final approval of flow projections. A summary of said payments shall be submitted to the city quarterly.

The pre-existing flow allotted in Section 5.1 except for new construction and expansion as noted above shall be exempt from this Section. Existing residential and commercial property shall be exempt from this section except for major expansion of existing commercial property. The flow estimates assigned to ISP; Stop & Shop Freetown and Crystal Springs are exempt from this section. Municipal buildings shall be exempt from this section.

For large new industrial or commercial customers projected to exceed a flow of 25,000 gallons per day; said new customers shall be limited to a maximum onetime connection fee of \$25,000.

SECTION 7. PAYMENTS: OPERATION MAINTENANCE

Section 7.1

7.1.1 The Town shall make payments towards the costs of operation and maintenance of the water treatment facilities on the following basis: The Town shall pay for the total flow received on a per gallon basis at a rate as follows:

- a.) Beginning in the first full fiscal year after execution of this Agreement, the Town guarantees that 48,000,000 gallons per fiscal year (64,171 ccf/year) shall be purchased and paid for regardless of use at the current rate of \$4.45/CCF. The fiscal year shall be July 1 to June 30. This rate is 55% above the standard rate charged to Fall River customers ($\$2.87/\text{ccf} \times 1.55 = \$4.45/\text{ccf}$). If user charges identified in Section 74-353 of Appendix A of the Fall River Revised Ordinances are increased or decreased, the Town rate shall be increased or decreased by the proportionate percent.
- b.) For water use above 48,000,000 gallons per fiscal year, the Town shall pay at a rate that is 5% above the standard rate charged to Fall River customers which currently would be a rate of \$3.01/ccf ($\$2.87/\text{ccf} \times 1.05 = \$3.01/\text{ccf}$). If user charges identified in Section 74-353 Appendix A of the Fall River Revised Ordinances are increased or decreased, the Town rate shall be increased or decreased by the proportionate percent.
- c.) Said 48,000,000 gallons per fiscal year (64,171 ccf/year) shall be cumulative over the fiscal year and not mandated on a monthly basis.

- d.) Billing frequency will be quarterly. Billing frequency can be increased to monthly upon agreement by the City and the Town.
 - e.) The Town's guarantee to purchase at least 48,000,000 gallons per fiscal year is based, in part, upon the water needs of a number of large commercial customers, as noted in Section 5 hereof. The parties recognize that the Town would not be able to purchase 48,000,000 gallons of water per fiscal year if one or more these commercial customers were to cease or substantially decrease their operations and water usage. In such event, the City and the Town shall meet to amend section 7.1.1, a. to reduce the minimum volume requirement by an amount commensurate with the reduction in water usage resulting from the cessation or substantial reduction in such commercial customer(s)'s operations. Substantial decrease shall mean 50% or more of the large commercial customer's historical average daily flow.
- 7.1.2 Any costs associated with the operation and maintenance and/or capital repairs for the Town's water distribution system shall be borne 100% by the Town.
 - 7.1.3 The Town is responsible for assuring that all sources of water use in the Town are properly accounted for.
 - 7.1.4 The City shall invoice the Town by calculating the total flow by the applicable rate(s). Invoices are due and payable within 30 days of receipt.
 - 7.1.5 The Town shall also be charged the base meter fee as prescribed in Fall River Ordinance for the master meters at the Town lines or any individual accounts that are billed directly by the City.
 - 7.1.6 The Town and the City shall implement a policy to credit costs for water used for operation and maintenance of the Town's Water Distribution System for hydrant flushing and other approved maintenance uses. Said policy is attached as Appendix B. Said policy may be modified by approval of both the City and the Town. Use of said policy must be fully documented.

SECTION 8. MEASUREMENT OF FLOW

Section 8.1

The volume of flow used in computing the Town's invoices shall be based upon readings obtained by suitable flow measurements and recording devices (master meters). The City shall be responsible for supplying and maintaining the two master meters to obtain accurate flow readings at the City line on South Main Street and Innovation Way.

Individual lots may be measured separately if located outside of the zones for the master meters and if agreed by the City and the Town.

SECTION 9. RESERVATION CLAUSES

Section 9.1

Should the Town desire to reserve a portion of water volume capacity to assure that their future needs are met, such reservations must be negotiated with and approved by the City as to logistics and payment schedules. Reservation volumes agreed to above the allotted capacity would be charged at a flat rate as negotiated with the City, when not used. When such volume is used, 100% of the rate shall be charged.

SECTION 10.

This agreement replaces the prior agreement dated April 30, 2003.

SECTION 11. RECORDS AND ACCESS

Section 11.1

The City and Town shall maintain complete and accurate books and records concerning all matters relative to this Agreement. Such records shall be open for inspection and making copies or extracts thereof to accountants and other duly authorized representatives of the other party.

The Town records shall include, but not be limited to, as built plans of all water infrastructure, service connection cards to the water system for all facilities connected to water system, and documents regarding proper operation and maintenance of the Town's water system.

Section 11.2

Both the City and the Town agree to make available to representatives and agents of the other for purposes of inspection all facilities and equipment related to the water system of each.

Section 11.3

The Town shall provide the City with an updated list of customers connected to the water system within 90 days of execution of this agreement. Said list shall be updated and submitted to the City every five years. The Town shall notify the City each time a new connection is made to the system or an undocumented/illegal connection to the system is located. Any such undocumented/illegal connections shall either be removed from the water distribution system, or shall be required to certify proper installation/materials and pay the connection fee pursuant to Section 6.1.

Section 11.4

The Town shall provide the City with an updated master plan of the existing water mains, valves and hydrants to the City. The Town shall update said plan and resubmit to the City when additions are made to the system and/or undocumented infrastructure is identified.

SECTION 12. SEPARATE AGREEMENTS

Any separate agreements relating to water supply between the Town and adjacent municipalities which would result in additional flow from the City's water system must be reviewed and approved by the City. In any event, the Town shall in the aggregate be restricted to the approved water flow, and any increase must be formally contracted for between the Town and City.

SECTION 13. NOTIFICATION OF CHANGE

The Town agrees to notify the City in writing as far in advance as possible of anticipated or planned significant increases or decreases in the quantity of the water utilized from the City's water treatment facilities.

SECTION 14. TERMINATION

Section 14.1

For any material breach of this Agreement, continued for three months after notice thereof in writing by the other party, either party may terminate this Agreement. Upon receipt of said notice, both parties will enter into discussion within thirty (30) days to assure proper termination of the Agreement. If any time during the term of this Agreement either party determines that the other party has breached the terms of this Agreement by failing to perform its obligations in accordance with all of the terms and provisions contained in this Agreement, the non-breaching party shall notify the party in breach in writing stating therein the nature of the alleged breach and directing the party in breach to cure such breach within ten (10) days. If the party in breach fails to cure said breach within ten (10) days, the non-breaching party may, at its election at any time after the expiration of said ten (10) days, terminate this Agreement by giving written notice thereof to the party in breach specifying the effective date of the termination, said date to be no less than ninety (90) days from the date of notice of breach. Upon the date specified in the notice of termination, this Agreement shall terminate. Such termination shall not prejudice or waive any rights or action which the non-breaching party may have against the party in breach up to the date of such termination.

Section 14.2

There shall be no circumstances under which the City will be obligated to return to the Town any portion of the Town's capital investment.

SECTION 15. QUALITY

The City assumes no responsibility, obligation or liability to the Town with regard to water quality, except that the water shall be the product as provided by the City to its City users. The City acknowledges that it is required to comply with applicable EPA and Massachusetts DEP regulations.

The issue of aged contaminants such as THM's, as they increase in the Town's distribution system, is the responsibility of the Town to achieve compliance by operation or maintenance of the Town's distribution system and/or treatment of the water for control of THM's and/or similar parameters.

Finance 1

In the event that there is an issue of non compliance of applicable regulations by either the City or the Town, both parties agree that as long as the offending party is making reasonable efforts to return to or achieve (in the case of new regulations) compliance that it shall not be considered a breach of the agreement.

SECTION 16. EMERGENCY CONDITIONS

Section 16.1

At any time while the water level of the Reservoir at North Watuppa pond falls to or below the level of thirty (30) inches below "full pond" as defined by the City, or during any duly declared emergency as determined by any official of the City lawfully entitled to make such determination, the amount of water which the City shall make available as above stated shall be determined solely by the City in the exercise of its discretion. The City, however, acknowledges that during such emergencies it will treat the Town no less favorably than it will treat its industrial and residential customers within the geographic limits of the City.

Section 16.2

The Town agrees that, in the event of an emergency which causes the City to impose limitations or conditions upon the use of water by its customers, that it will impose and enforce the same limitations and conditions upon customers of the Town.

Section 16.3

The Town agrees to be subjected to and to be bound by the provisions of the Revised Ordinances of the City of Fall River as applicable to the water system. The Town may implement ordinances, rules and/or regulations that are equivalent to or more stringent than the Fall River ordinances.

IN WITNESS WHEREOF, the respective parties hereto have caused this Agreement to be signed by them and have affixed their hands and seals on the day and year referred to above written.

CITY OF FALL RIVER

Approved as to form:

BY: _____
Corporation Counsel

BY: _____

Watuppa Water Board

TOWN OF FREETOWN

BY: _____

BY: _____

Freetown Board of Water Commissioners

Finance 1

BY: _____
Mayor
City of Fall River

APPENDIX A

Calculation of Flows

Unless a variance is authorized by the City in writing, applicants applying for a water extension or connection permit shall use the following figures in calculating daily water flow in completing the application:

WATER FLOW ESTIMATES:

<u>Type of Establishment</u>	<u>Gallons per Person per day</u>
Boarding Schools, Colleges	65
Nursing Home and Rest Home	100
School, without cafeteria, gymnasium or showers	10
School, with cafeteria, but not gymnasium or showers	15
School, with cafeteria, gymnasium and showers	20
Swimming Pool	10
Camp, resident - washroom and toilets	25
Camp, resident - mess hall	10
Camp, day - washroom and toilets	10
Camp, day - mess hall	3
Camp Ground - showers and toilets - per site	75
Gymnasium - per spectator	3
Gymnasium - per participant	25
Theater, Auditorium	3
Public Park - toilet wastes only	5
Public Park - bathhouse, showers and flush toilets	10
Factory or Industrial Plant, without cafeteria	15
Factory or Industrial Plant, with cafeteria	20
Work or Construction Camp	50
 <u>Gallons per Day</u>	
Single and multiple dwelling units - per bedroom	110
Motels, hotels, boarding houses	250
Tennis Club - per court	100
Bowling Alley - per alley	10
Country Club - dining room - per seat	10
Country Club - snack bar or lunch room - per seat	20
Country Club - locker and showers - per locker	3
Church - per seat	5
Church - vestry/kitchen - per person at capacity	50
Trailer, dump station - per site or per trailer	200
Mobile Home Park - per site	75
Office Building - per 1,000 sq. ft.	

Finance 1

Dry Goods Stores - per 100 sq. ft.	5
Drive-in - per stall	5
Non-single family, automatic clothes washer per washing machine	400
Hospital - per bed	200
Service station, excluding thruway - per island	300
Skating Rink - 3,000 gallons per day plus 5 gallons per seat	300
Dog Pounds - Veterinary Clinics - per pen	50

Type of Establishment

Gallons per Seat Or Chair per day

Restaurant, food service establishment, lounge, tavern	35
Restaurant, thruway service area	150
Restaurant, kitchen flow	15
Barber Shop/Beauty Salon per chair	100

APPENDIX B

POLICY **FOR CREDIT FOR OPERATION AND MAINTENANCE** **OF THE DRINKING WATER DISTRIBUTION SYSTEM**

This policy has been created to allow for hydrant flushing and other approved maintenance activities of the Town's Water Distribution System for proper operation of said system and for compliance with Federal, State and/or Local regulations pursuant to Section 7.1.6 of this Inter-municipal Agreement for Drinking Water Services.

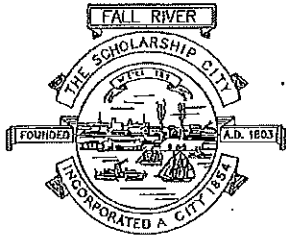
The Town shall notify the Fall River Water Division of any planned maintenance activities subject to this agreement; normally expected to be periodic systematic hydrant flushing on a Town wide basis.

This policy is not intended to cover Fire Department activities, water main breaks and/or incidental flow occurrences normal to a water system.

For scheduled hydrant flushing maintenance:

- The Town shall notify the Fall River Water Division.
- The Town and/or its assigned contractor shall record the master meter readings at the start and finish of the hydrant flushing; date(s); the start/finish times and the number of hydrants flushed.
- The Town shall submit said data to Fall River. Said data sheet shall be signed by the operator conducting the flushing operation and a Town Official.
- Fall River shall calculate the water usage during the flushing operation and assign a credit value of 100% of said flushing. This credit is expected to cover the hydrant flushing only and not for normal use by the Town. Said credit shall be applied to the Town's accounts in the Fall River MUNIS billing system.
- Hydrant flushing and other approved maintenance flows for credit shall not exceed 220,000 gallons per day.
- Fall River and the Town reserve the right to question the data and calculations if said data is not consistent with historical use. Fall River and the Town shall meet to resolve any such questions if they arise. Section 14.1 of the agreement applies if the questions cannot be resolved.

For other potential maintenance activities not related to hydrant flushing; The Town and Fall River shall meet to agree on any other such program or procedure.



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

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CITY CLERK _____
FALL RIVER, MA

JASIEL F. CORREIA II
Mayor

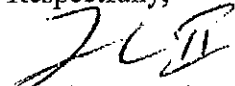
December 8, 2016

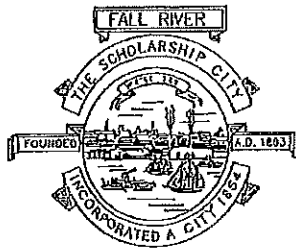
Honorable City Council
City of Fall River
One Government Center
Fall River, MA 02722

Dear Honorable Councilors:

Your approval is respectfully requested for the two attached loan orders for wastewater and stormwater infrastructure improvements. I have attached Mr. Sullivan's report on the proposed plan which has been sent to you previously.

Respectfully,


Jasiel F. Correia II
Mayor



JASIEL F. CORREIA II
Mayor

City of Fall River
Massachusetts
Department of Community Utilities
WATER • SEWER

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CITY CLERK _____
FALL RIVER, MA

TERRANCE SULLIVAN
Administrator

November 28, 2016

Sewer Commission
One Government Center
Fall River, MA 02722

RE: Draft Integrated Plan

Dear Commissioners:

On December 31, 2015, the draft Integrated Wastewater and Stormwater Master Plan was completed. On January 20, 2016 a letter and copies of said plan were issued to the City Council. Said plan has been posted on the City's website for the past year. The draft plan identifies \$1.38 billion dollars in need over the next 50 years. The plan recommended a \$333.4 million dollar twenty year spending plan. Spending during the first 10 years totaled \$277.5 million dollars.

The EPA issued comments dated May 12, 2016. I met with members of the EPA staff at the EPA Boston Office on June 28, 2016 to discuss their comments and the next steps in the planning process. Also in attendance were representatives of CDM Smith, MA DEP and CLF. Based on the meeting I submitted a revised spending plan on August 5, 2016. EPA responded on September 26, 2016.

The primary issue of technical conflict with the EPA is the scheduling and/or commitment for nitrogen removal at the Wastewater Treatment Facility. Although the draft plan identifies nitrogen removal, it is not included in the proposed initial 20-year spending plan due to the high cost and need of other critical projects. As EPA representatives expressed concern about such a schedule delay for potential nitrogen removal, I agreed to the following:

- Submit to EPA a shorter term spending plan.
- Include draft loan orders for Year 1 and Years 2-7. The Year 1 loan order would be for \$4.8 million and would require approval by the Sewer Commission, City Council and Mayor. The Years 2-7 loan order would be for \$122 million and

One Government Center • Fall River, MA 02722 • TEL (508) 324-2320
WATER (508) 324-2330 • SEWER (508) 324-2320 • EMAIL tsullivan@fallriverma.org

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would require approval by the Sewer Commission, City Council, Mayor and the public via a referendum question on a ballot.

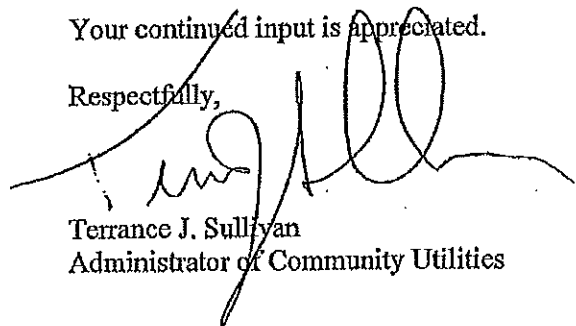
- Year 1 would include a facilities plan for the major rehabilitation of the aged wastewater facility and other projects. The majority of the wastewater treatment facility is 36 years old. The facility operates 24 hours per day and seven days per week. The facility is subjected to corrosive conditions.
- The wastewater facilities plan shall include additional analysis of possible short-term and long-term nitrogen removal options. Please note that I have not committed to the installation of a nitrogen removal system due to the high cost (\$88 million dollars); but have agreed to investigate alternatives to integrate these processes into the facility design as we proceed forward. Additional discussions between the City, MA DEP and EPA are expected to occur upon completion of the facilities plan. My position has been reiterated numerous times that simple low-cost solutions to nitrogen removal do not appear possible. The City plans to continue discussions with EPA on both the cost and the environmental benefits of nitrogen removal at the Fall River Wastewater Treatment Facility.

The proposed spending plan, loan orders and amortization schedules are attached. Although Fall River continues to face severe economic hardship with high unemployment levels and low median household income, this is an opportunity to direct our spending plan and prioritize the projects based on need. If we do not opt to proceed with a plan of our choosing then we become susceptible to an order issued by the EPA and/or a lawsuit from a 3rd party that can result in a court order as occurred with the CSO project in 1992. Such an order or lawsuit could result in a spending plan greater than what is proposed and/or selection of projects not in keeping with our recommended priorities.

As such, I recommend that the attached loan orders and spending plan be approved by the Sewer Commission. If the Sewer Commission approves then approval by the City Council and the Mayor will be required for the \$4.8 million loan order. The \$122 million dollar loan order will need a public referendum vote as well.

Your continued input is appreciated.

Respectfully,



Terrance J. Sullivan
Administrator of Community Utilities

Cc: City Council

LOAN ORDER
Integrated Wastewater and Stormwater Master Plan Improvements
Phase One

ORDERED, that the sum of \$4,800,000 be and hereby is appropriated to pay costs of planning, design and construction services related to the Integrated Wastewater and Stormwater Master Plan improvements, including the payment of all other costs incidental and related thereto; that to raise this appropriation, the Treasurer, with the approval of the Mayor, is authorized to borrow \$4,800,000 under and pursuant to Chapter 29C and Chapter 44, Sections 7 and 8 of the General Laws, as amended, or pursuant to any other enabling authority, and to issue and sell bonds or notes of the City therefore, and further, that the Mayor and the Treasurer are each authorized to file an application to qualify under Chapter 44A of the Massachusetts General Laws any and all bonds of the City issued under and pursuant hereto, and to provide such information and execute such documents as may be required in connection therewith.

FALL RIVER INTEGRATED WASTEWATER AND STORMWATER MASTER PLAN
SPENDING PLAN: 11/25/16

Schedule and Projected Annual Costs of Spending Plan											
	Year:	2017	2018	2019	2020	2021	2022	2023	Total		
	Year:	1	2	3	4	5	6	7	Total		
WWTF Solids & Operations Buildings (WWTF1) (Includes Nitrogen Review)		\$2									
WWTF Primary Treatment and Disinfection (WWTF4)											
President Avenue Pump Station (PS7)		\$0.3									
South End Pump Station (PS12)											
City Pier/Central Street CSO Basin Sewer Separation (CS09)		\$1.0									
Alton Street CSO Basin Sewer Separation (CS06)		\$1.0									
Mount Hope CSO Basin Improvements (CS013)											
Stafford Square Sewer Separation and Replacement Study (SWW6)		\$0.4									
Premises Sanitary Sewers (with Nitrogen Allowance) (SWW5)											
William Ward Sewer Rehabilitation (SC2)											
Central Street Sanitary Sewers											
Cross Street Area Drainage Improvements (SWW6)											
Hypocynth Street Area Drainage Improvements (SWW7)											
Totals		\$4.80	\$26.70	\$26.00	\$20.60	\$9.40	\$17.70	\$21.60	\$122.00		YEAR 2-7 LOAN ORDER
All values are in \$ Millions.											

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Estimates of \$4.8M Project Debt
Year 1 (2017) Integrated Plan Projects

11.25.16

Total Project Cost	\$4,800,000
	\$4,800,000

Estimated Cost of Short Term Debt BAN-\$2,000,000 at 4%	\$80,000
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Year	Year 1		
	Principal	Interest	Annual P&I
1	\$240,000	\$96,000	\$336,000
2	\$240,000	\$91,200	\$331,200
3	\$240,000	\$86,400	\$326,400
4	\$240,000	\$81,600	\$321,600
5	\$240,000	\$76,800	\$316,800
6	\$240,000	\$72,000	\$312,000
7	\$240,000	\$67,200	\$307,200
8	\$240,000	\$62,400	\$302,400
9	\$240,000	\$57,600	\$297,600
10	\$240,000	\$52,800	\$292,800
11	\$240,000	\$48,000	\$288,000
12	\$240,000	\$43,200	\$283,200
13	\$240,000	\$38,400	\$278,400
14	\$240,000	\$33,600	\$273,600
15	\$240,000	\$28,800	\$268,800
16	\$240,000	\$24,000	\$264,000
17	\$240,000	\$19,200	\$259,200
18	\$240,000	\$14,400	\$254,400
19	\$240,000	\$9,600	\$249,600
20	\$240,000	\$4,800	\$244,800
TOTALS	\$4,800,000	\$1,008,000	\$5,808,000

Effect on the Sewer Rate/cft	Effect on the Storm Rate/Qtr	Year
\$0.0148	\$0.30	2018

Resulting Sewer Rate/cft	Resulting Storm Rate/Qtr	Year
\$5.29	\$40.30	2018

Effect on the Sewer Rate/cft	Effect on the Storm Rate/Qtr	Estimate Start of Long Term Debt
\$0.06	\$1.26	2019

Resulting Sewer Rate/cft	Resulting Storm Rate/Qtr	Year
\$5.34	\$41.26	2019

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CITY CLERK
FALL RIVER, MA

LOAN ORDER
Integrated Wastewater and Stormwater Master Plan Improvements
Phase Two

ORDERED, that the sum of \$122,000,000 be and hereby is appropriated to pay costs of planning, design and construction services related to the Integrated Wastewater and Stormwater Master Plan improvements, including the payment of all other costs incidental and related thereto; that to raise this appropriation, the Treasurer, with the approval of the Mayor, is authorized to borrow \$122,000,000 under and pursuant to Chapter 29C and Chapter 44, Sections 7 and 8 of the General Laws, as amended, or pursuant to any other enabling authority, and to issue and sell bonds or notes of the City therefore, and further, that the Mayor and the Treasurer are each authorized to file an application to qualify under Chapter 44A of the Massachusetts General Laws any and all bonds of the City issued under and pursuant hereto, and to provide such information and execute such documents as may be required in connection therewith.

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FALL RIVER, MA

11.25.16

Estimates of \$26.7M Project Debt
Year 2 (2018) Integrated Plan Projects

Total Project Cost	
	\$26,700,000
	\$26,700,000

Estimated Cost of Short Term Debt	
BAN-\$5,000,000 at 4%	\$200,000

Effect on the Sewer Rate/cdf	Effect on the Storm Rate/Qtr	Year
\$0.0370	\$0.75	2019

Resulting Sewer Rate/cdf	Resulting Storm Rate/Qtr	Year
\$5.38	\$42.02	2019

Effect on the Sewer Rate/cdf	Effect on the Storm Rate/Qtr	Estimate Start of Long Term Debt
\$0.35	\$7.03	2020

Resulting Sewer Rate/cdf	Resulting Storm Rate/Qtr	Year
\$5.73	\$49.04	2020

Year	Principal	Interest	Annual P&I
1	\$26,700,000	\$534,000	\$1,869,000
2	\$26,700,000	\$507,300	\$1,842,300
3	\$1,335,000	\$480,800	\$1,815,600
4	\$1,335,000	\$459,900	\$1,788,900
5	\$1,335,000	\$427,200	\$1,762,200
6	\$1,335,000	\$400,500	\$1,735,500
7	\$1,335,000	\$373,800	\$1,708,800
8	\$1,335,000	\$347,100	\$1,682,100
9	\$1,335,000	\$320,400	\$1,655,400
10	\$1,335,000	\$293,700	\$1,628,700
11	\$1,335,000	\$267,000	\$1,602,000
12	\$1,335,000	\$240,300	\$1,575,300
13	\$1,335,000	\$213,600	\$1,548,600
14	\$1,335,000	\$186,900	\$1,521,900
15	\$1,335,000	\$160,200	\$1,495,200
16	\$1,335,000	\$133,500	\$1,468,500
17	\$1,335,000	\$106,800	\$1,441,800
18	\$1,335,000	\$80,100	\$1,415,100
19	\$1,335,000	\$53,400	\$1,388,400
20	\$1,335,000	\$26,700	\$1,361,700
TOTALS	\$26,700,000	\$5,607,000	\$32,307,000

11.25.16

Estimates of \$26.0M Project Debt
Year 3 (2019) Integrated Plan Projects

Total Project Cost	
	\$26,000,000
	\$26,000,000

Estimated Cost of Short Term Debt BAN-\$500,000 at 4%	
	\$20,000

Year	Principal	Interest	Annual P&I
1	\$1,300,000	\$520,000	\$1,820,000
2	\$1,300,000	\$494,000	\$1,794,000
3	\$1,300,000	\$468,000	\$1,768,000
4	\$1,300,000	\$442,000	\$1,742,000
5	\$1,300,000	\$416,000	\$1,716,000
6	\$1,300,000	\$390,000	\$1,690,000
7	\$1,300,000	\$364,000	\$1,664,000
8	\$1,300,000	\$338,000	\$1,638,000
9	\$1,300,000	\$312,000	\$1,612,000
10	\$1,300,000	\$286,000	\$1,586,000
11	\$1,300,000	\$260,000	\$1,560,000
12	\$1,300,000	\$234,000	\$1,534,000
13	\$1,300,000	\$208,000	\$1,508,000
14	\$1,300,000	\$182,000	\$1,482,000
15	\$1,300,000	\$156,000	\$1,456,000
16	\$1,300,000	\$130,000	\$1,430,000
17	\$1,300,000	\$104,000	\$1,404,000
18	\$1,300,000	\$78,000	\$1,378,000
19	\$1,300,000	\$52,000	\$1,352,000
20	\$1,300,000	\$26,000	\$1,326,000
TOTALS	\$26,000,000	\$5,460,000	\$31,460,000

Effect on the Sewer Rate/ccf	Effect on the Storm Rate/Qtr	Year
\$0.0037	\$0.08	2020

Resulting Sewer Rate/ccf	Resulting Storm Rate/Qtr	Year
\$5.73	\$49.12	2020

Effect on the Sewer Rate/ccf	Effect on the Storm Rate/Qtr	Estimate Start of Long Term Debt
\$0.34	\$6.84	2021

Resulting Sewer Rate/ccf	Resulting Storm Rate/Qtr	Year
\$6.07	\$55.96	2021

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CITY CLERK
FALL RIVER, MA

16

11/25/16

Estimates of \$20.6M Project Debt
Year 4 (2020) Integrated Plan Projects

Total Project Cost	\$20,600,000
	\$20,600,000

Estimated Cost of Short Term Debt BAN-\$500,000 at 4%	\$20,000
--	----------

Year	Principal	Interest	Annual P&I
1	\$1,030,000	\$412,000	\$1,442,000
2	\$1,030,000	\$391,400	\$1,421,400
3	\$1,030,000	\$370,800	\$1,400,800
4	\$1,030,000	\$350,200	\$1,380,200
5	\$1,030,000	\$329,600	\$1,359,600
6	\$1,030,000	\$309,000	\$1,339,000
7	\$1,030,000	\$288,400	\$1,318,400
8	\$1,030,000	\$267,800	\$1,297,800
9	\$1,030,000	\$247,200	\$1,277,200
10	\$1,030,000	\$226,600	\$1,256,600
11	\$1,030,000	\$206,000	\$1,236,000
12	\$1,030,000	\$185,400	\$1,215,400
13	\$1,030,000	\$164,800	\$1,194,800
14	\$1,030,000	\$144,200	\$1,174,200
15	\$1,030,000	\$123,600	\$1,153,600
16	\$1,030,000	\$103,000	\$1,133,000
17	\$1,030,000	\$82,400	\$1,112,400
18	\$1,030,000	\$61,800	\$1,091,800
19	\$1,030,000	\$41,200	\$1,071,200
20	\$1,030,000	\$20,600	\$1,050,600
TOTALS	\$20,600,000	\$4,326,000	\$24,926,000

Effect on the Sewer Rate/ccf	Effect on the Storm Rate/Qtr	Year
\$0.0037	\$0.08	2021

Resulting Sewer Rate/ccf	Resulting Storm Rate/Qtr	Year
\$6.07	\$56.03	2021

Effect on the Sewer Rate/ccf	Effect on the Storm Rate/Qtr	Estimate Start of Long Term Debt
\$0.27	\$5.42	2022

Resulting Sewer Rate/ccf	Resulting Storm Rate/Qtr	Year
\$6.34	\$61.45	2022

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FALL RIVER, MA

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11.25.16

Estimates of \$9.4M Project Debt
Year 5 (2021) Integrated Plan Projects

Total Project Cost	\$9,400,000
	\$9,400,000

Estimated Cost of Short Term Debt BAN-\$500,000 at 4%	\$20,000
--	----------

Year	Principal	Interest	Annual P&I
1	\$9,400,000	\$188,000	\$658,000
2	\$9,400,000	\$178,600	\$648,600
3	\$9,400,000	\$169,200	\$639,200
4	\$9,400,000	\$159,800	\$629,800
5	\$9,400,000	\$150,400	\$620,400
6	\$9,400,000	\$141,000	\$611,000
7	\$9,400,000	\$131,600	\$601,600
8	\$9,400,000	\$122,200	\$592,200
9	\$9,400,000	\$112,800	\$582,800
10	\$9,400,000	\$103,400	\$573,400
11	\$9,400,000	\$94,000	\$564,000
12	\$9,400,000	\$84,600	\$554,600
13	\$9,400,000	\$75,200	\$545,200
14	\$9,400,000	\$65,800	\$535,800
15	\$9,400,000	\$56,400	\$526,400
16	\$9,400,000	\$47,000	\$517,000
17	\$9,400,000	\$37,600	\$507,600
18	\$9,400,000	\$28,200	\$498,200
19	\$9,400,000	\$18,800	\$488,800
20	\$9,400,000	\$9,400	\$479,400
TOTALS	\$9,400,000	\$1,974,000	\$11,374,000

Effect on the Sewer Rate/ccf	Effect on the Storm Rate/Qtr	Year
\$0.0037	\$0.08	2022

Resulting Sewer Rate/ccf	Resulting Storm Rate/Qtr	Year
\$6.34	\$51.53	2022

Effect on the Sewer Rate/ccf	Effect on the Storm Rate/Qtr	Estimate Start of Long Term Debt
\$0.12	\$2.47	2023

Resulting Sewer Rate/ccf	Resulting Storm Rate/Qtr	Year
\$6.45	\$54.00	2023

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FALL RIVER, MA

16

11.25.16

Estimates of \$17.7M Project Debt
Year 6 (2022) Integrated Plan Projects

Total Project Cost	\$17,700,000
	\$17,700,000

Estimated Cost of Short Term Debt BAN-\$500,000 at 4%	\$20,000
--	----------

Year	Principal	Interest	Annual P&I
1	\$17,700,000	\$354,000	\$1,239,000
2	\$17,700,000	\$356,300	\$1,224,300
3	\$885,000	\$318,600	\$1,203,600
4	\$885,000	\$300,900	\$1,185,900
5	\$885,000	\$283,200	\$1,168,200
6	\$885,000	\$265,500	\$1,150,500
7	\$885,000	\$247,800	\$1,132,800
8	\$885,000	\$230,100	\$1,115,100
9	\$885,000	\$212,400	\$1,097,400
10	\$885,000	\$194,700	\$1,079,700
11	\$885,000	\$177,000	\$1,062,000
12	\$885,000	\$159,300	\$1,044,300
13	\$885,000	\$141,600	\$1,026,600
14	\$885,000	\$123,900	\$1,008,900
15	\$885,000	\$106,200	\$991,200
16	\$885,000	\$88,500	\$973,500
17	\$885,000	\$70,800	\$955,800
18	\$885,000	\$53,100	\$938,100
19	\$885,000	\$35,400	\$920,400
20	\$885,000	\$17,700	\$902,700
TOTALS	\$17,700,000	\$3,717,000	\$21,417,000

Effect on the Sewer Rate/ccf	Effect on the Storm Rate/Qtr	Year
\$0.0037	\$0.08	2023

Resulting Sewer Rate/ccf	Resulting Storm Rate/Qtr	Year
\$5.47	\$64.08	2023

Effect on the Sewer Rate/ccf	Effect on the Storm Rate/Qtr	Estimate Start of Long Term Debt
\$0.23	\$4.66	2024

Resulting Sewer Rate/ccf	Resulting Storm Rate/Qtr	Year
\$6.70	\$68.74	2024

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FALL RIVER, MA

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Estimates of \$17.7M Project Debt
Year 7 (2023) Integrated Plan Projects

Total Project Cost	\$21,600,000
	\$21,600,000

Estimated Cost of Short Term Debt BAN-\$500,000 at 4%	\$20,000
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Year	Principal	Interest	Annual P&I
1	\$1,080,000	\$432,000	\$1,512,000
2	\$1,080,000	\$410,400	\$1,490,400
3	\$1,080,000	\$388,800	\$1,468,800
4	\$1,080,000	\$367,200	\$1,447,200
5	\$1,080,000	\$345,600	\$1,425,600
6	\$1,080,000	\$324,000	\$1,404,000
7	\$1,080,000	\$302,400	\$1,382,400
8	\$1,080,000	\$280,800	\$1,360,800
9	\$1,080,000	\$259,200	\$1,339,200
10	\$1,080,000	\$237,600	\$1,317,600
11	\$1,080,000	\$216,000	\$1,296,000
12	\$1,080,000	\$194,400	\$1,274,400
13	\$1,080,000	\$172,800	\$1,252,800
14	\$1,080,000	\$151,200	\$1,231,200
15	\$1,080,000	\$129,600	\$1,209,600
16	\$1,080,000	\$108,000	\$1,188,000
17	\$1,080,000	\$86,400	\$1,166,400
18	\$1,080,000	\$64,800	\$1,144,800
19	\$1,080,000	\$43,200	\$1,123,200
20	\$1,080,000	\$21,600	\$1,101,600
TOTALS	\$21,600,000	\$4,536,000	\$26,136,000

Effect on the Sewer Rate/ccf	Effect on the Storm Rate/Qtr	Year
\$0.0037	\$0.08	2024

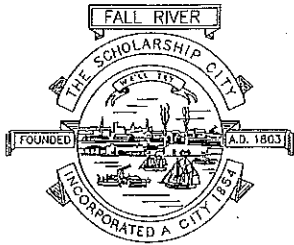
Resulting Sewer Rate/ccf	Resulting Storm Rate/Qtr	Year
\$6.70	\$68.81	2024

Effect on the Sewer Rate/ccf	Effect on the Storm Rate/Qtr	Estimate Start of Long Term Debt
\$0.28	\$5.68	2025

Resulting Sewer Rate/ccf	Resulting Storm Rate/Qtr	Year
\$6.98	\$74.50	2025

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City of Fall River
Massachusetts
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 FALL RIVER, MA

JASIEL F. CORREIA II
Mayor

December 8, 2016

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

Dear Honorable Council Members:

A legal opinion provided by Assistant Corporation Counsel Gary Howayeck has determined that the City Council should approve all negotiated collective bargaining agreements only as to their impact upon the Municipal Budget. While the Council does not have the ability to change any specific provisions within an agreement, your affirmative vote of any agreement, in its entirety, signals your acknowledgement of the financial impact said agreement will have on current and future Budgets. Enclosed please find the recently approved AFSCME EMS contract for your approval.

This contract has been ratified by the membership and is an important step in the creation of a combined, paramedic/firefighter service delivery model. The contract also paves the way for new revenue generation through increased and improved services to the residents of Fall River. The Administration is pleased with the cooperation received from EMS personnel toward the accomplishment of this goal.

Your approval of this agreement is respectfully requested. Should you have any questions or concerns regarding this contract, please feel free to contact me.

Best Regards,

Jasiel F. Correia II
 Mayor

CITY OF FALL RIVER
IN CITY COUNCIL
DEC 13 2016

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

CITY OF FALL RIVER

AND

**AMERICAN FEDERATION OF STATE, COUNTY, AND
MUNICIPAL EMPLOYEES**

EMS UNIT

JULY 1, 2016 – JUNE 30, 2019

**CITY OF FALL RIVER
IN CITY COUNCIL
DEC 13 2016**

Article I	Recognition	Page 3
Article II	Union Dues and Initiation Fees	Page 3
Article III	Discrimination and Coercion	Page 3
Article IV	Grievance and Arbitration	Page 4
Article V	Seniority	Page 5
Article VI	Hours of Work	Page 5
Article VII	Overtime	Page 5
Article VIII	Civil Service	Page 6
Article IX	Shift Differential	Page 6
Article X	Union Representation	Page 6
Article XI	Holidays	Page 6
Article XII	Vacations	Page 7
Article XIII	Sick Leave	Page 7
Article XIV	Personal Leave	Page 8
Article XV	Jury Pay	Page 8
Article XVI	Death in Immediate Family	Page 9
Article XVII	Health Care Plan Benefits	Page 9
Article XVIII	Materials and License Fees	Page 10
Article XIX	Job Posting and Bidding	Page 11
Article XX	Miscellaneous Provisions	Page 11
Article XXI	Agency Fee	Page 12
Article XXII	Temporary Service in a Lower or Higher Position	Page 12
Article XXIII	Sick Leave Severance Benefit Payment	Page 13
Article XXIV	Longevity	Page 13
Article XXV	Clothing Allowance	Page 14
Article XXVI	Educational Benefit	Page 14
Article XXVII	Drug and Alcohol Prohibition	Page 14
Article XXVIII	Pension	Page 16
Article XXIX	Term of Agreement	Page 17
Article XXX	Management Rights	Page 18
Article XXXI	Personnel Files	Page 18
Article XXXII	Entire Agreement	Page 18
Article XXXIII	Wages	Page 19
Article XXXIV	Evaluation of Employees	Page 20

ARTICLE I
Recognition

The Employer does hereby recognize the Union as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, hours and other conditions of employment for all employees for the Fall River Fire Department Office of Emergency Medical Services with the exception of: Clerks and Director of EMS.

The Employer or any of its management personnel will not aid, promote or finance any labor group or organization which purport to engage in collective bargaining within the recognized bargaining unit or allow any such group to conduct meetings on city property or make any agreement with any such group or individual for the purpose of undermining the Union or changing any condition contained in this Agreement. The Union further agrees that it will not conduct formal meetings on city property without authority of the Mayor or his representative.

ARTICLE II
Union Dues and Initiation Fees

Union dues shall be deducted under the provisions of Chapter 180, Section 17A, of the General Laws.

ARTICLE III
Discrimination and Coercion

There shall be no discrimination by agents of the employer against any employee because of his activity or membership in the Union. The employer further agrees that there will be no discrimination against any member for his adherence to any provision of this agreement or his refusal to comply with any order which would violate this agreement.

The parties to this agreement agree that they shall not discriminate against any person because of race, creed, color, sex, sexual orientation, age or disability and that such persons shall receive the full protection of this agreement.

The parties agree to incorporate the Americans with Disabilities Act and Family and Medical Leave Act into this article.

2

ARTICLE IV

Grievance and Arbitration

Any grievance or dispute which may arise between the parties, including the application, meaning or interpretation of this agreement, shall be settled in the following manner:

STEP 1. The aggrieved employee shall take up the grievance or dispute with the Director of EMS within five (5) working days of the date of the grievance or knowledge of its occurrence. The EMS Director shall attempt to adjust the matter and shall respond back to the employee within five (5) working days.

STEP 2. In the event the grievance is not resolved at Step 1, the aggrieved employee shall submit the grievance in writing to the Fire Chief within five (5) working days of the EMS Director's response. The Fire Chief shall attempt to adjust the matter and shall respond to the employee within seven (7) working days. Upon receipt of the Fire Chief's response, if the employee is not satisfied with the decision, she/he shall, within seven (7) working days, proceed to Step 3.

STEP 3. If the grievance has not been settled it shall be presented in writing to the Corporation Counsel or his Designee within seven (7) working days after the Fire Chief's response. A copy of the grievance shall also be filed with the City's Human Resource Department. The Corporation Counsel shall respond to the representative in writing within five (5) working days.

STEP 4. If the grievance is still unsettled, either party may within thirty (30) days after the Corporation Counsel or his Designee has responded or failed to respond pursuant to Step 3 herein, by written notice to the other, request arbitration. The City and Union agree to joint utilization of the services of the State Board of Conciliation, Mediation and Arbitration as presented in paragraph 178K of Chapter 149, its' successor, or the Labor Relations Connection under its rules relating to grievance arising out of the contract excluding matters regarding wages and suspensions, demotions and discharges under Chapter 31. The decision shall be final and binding on the parties to the extent provided by the rules of the Labor Relations Connection and the arbitrator shall be requested to issue his decision within thirty (30) days after the conclusion of the testimony and argument. The expense for the arbitrator's services and the proceeding shall be borne equally by the employer and the Union. The implementation of any final decision shall be applied immediately after the decision is rendered. Grievances involving disciplinary action shall be processed beginning at the second (2nd) step. If the case reaches arbitration, the arbitrator shall have the power to direct a resolution of the grievance up to and including restoration to the job with all compensation and privileges that would have been due the employee.

ARTICLE V

Seniority

The length of service of the employee shall determine the seniority of the employee.

The principle of seniority shall be a determining factor in transfers where qualifications and ability are relatively equal. Seniority shall govern in assignments to shifts and choice of vacation period.

Employees listed in a side letter executed on ----- between the City and the Union shall retain all rights and privileges under Massachusetts Civil Service Law, G.L. c. 31, and any related regulations. The seniority of non-Civil Service employees shall be governed by the foregoing paragraph.

Subject to G.L. c. 31, the City retains the right to establish the selection process for promotions in the EMS department.

ARTICLE VI

Hours of Work

Work Schedule - EMT's shall work an average of 42 hours per week over an eight (8) week cycle, based on a work schedule of ten (10) hour days and fourteen (14) hour nights. The day shift shall commence at 7:30 a.m. and the night shift shall commence at 5:30 p.m. This schedule shall not apply to the personnel assigned to the office of EMS.

The EMS office staff, including the Deputy of EMS, Supervisor of QA/QI, and Training Supervisors shall work 08:00 to 16:00, Monday through Friday, for a total of forty (40) hours per week.

Work Swaps - Work swaps shall be limited to an accumulation of four (4), with prior approval of the Director of EMS or his designee. Payback of shift swaps shall be complete before requesting any new approvals. Denial of a shift swap shall not be the basis for a grievance.

ARTICLE VII

Overtime

Overtime shall be compensated at the rate of time and one-half for hours worked in excess of the established schedule; but in no event shall overtime compensation take the form of mandatory compensatory time off. The Employer shall retain the right to assign mandatory overtime.

The employer shall keep records in each division time book regarding the overtime work. In case of a grievance involving such records, they shall be subject to examination by the Union representative. A record of the overtime hours worked by each employee shall be posted on the Department Bulletin Board monthly. Any employee called back to work after having completed his assigned work and left his place of employment and before his next regular scheduled starting time, shall be paid at the rate of time and one-half for all hours worked on recall. He will be guaranteed a minimum of four (4) hours pay at time and one-half.

ARTICLE VIII

Civil Service

Employees listed in a side letter executed on November 1, 2016 between the City and the Union shall retain all rights and privileges under Massachusetts Civil Service law, G.L. c. 31, and any related regulations. Any employee not listed on said side letter shall have no rights or privileges pursuant to Massachusetts Civil Service Law.

ARTICLE IX

Shift Differential

The term night shift as used herein shall mean a regular work shift, four (4) or more hours of which occur between 3:00 p.m. on one day and 8:00 a.m. on the next succeeding day.

The following shift differential shall apply during the term of this agreement: \$.75 per hour for hours worked pursuant to the above paragraph.

ARTICLE X

Union Representation

A written list of Union Stewards and other representatives shall be furnished to the employer immediately after their designation and the Union shall immediately notify the Employer of any changes.

ARTICLE XI

Holidays

Employees shall receive, in addition to his/her regular weekly compensation, holiday pay for each of the following holidays:

New Years Day, Martin Luther King Day, Washington's Birthday, Patriots Day, Memorial Day, Fire Fighters Memorial Sunday, Independence Day, Good Friday, Labor Day, Columbus Day, Veteran's Day, Thanksgiving, the day after Thanksgiving & Christmas.

Holiday pay shall be paid at the rate of Thirty (30%) percent of the employee's regular weekly salary.

The additional pay for holidays provided for in this Article shall be paid whether or not an employee performs any duties or his/her position on said holidays. Employees shall be eligible for any future holidays declared by the state or federal government which the City is mandated to adopt. No overtime or premium pay shall be paid to employees working on the foregoing holidays.

ARTICLE XII

Vacations

For employees hired prior to July 1, 2016, vacations shall be in accordance with the following schedule:

- After six (6) month of service - two (2) weeks vacation.
- After five (5) years of service - three (3) weeks vacation.
- After ten (10) years of service - four (4) weeks vacation.
- After fifteen (15) years of service - five (5) weeks vacation.
- After twenty-one (21) years of service - five (5) weeks and one (1) shift vacation.
- After twenty-two (22) years of service - five (5) weeks and two (2) shifts vacation.
- After twenty-three (23) years of service - five (5) weeks and three (3) shifts vacation.
- After twenty-four (24) years of service - five (5) weeks and four (4) shifts vacation.
- After twenty-five (25) years of service - six (6) weeks vacation.

For employees hired on or after July 1, 2016, vacations shall be in accordance with the following schedule:

- After six (6) month of service - two (2) weeks vacation.
- After five (5) years of service - three (3) weeks vacation.
- After ten (10) years of service - four (4) weeks vacation.

One (1) week of vacation shall equal four (4) shifts.

ARTICLE XIII

Sick Leave

Sick leave for employees hired prior to July 1, 2016 shall be in accordance with Section 23-20 of the City of Fall River Ordinances as amended and in effect at the date of this agreement as follows: Sick leave credit for employees as set forth under this division shall be one and one-half (1 1/2) days for each computed calendar month of service including the probationary period. Such credit when not used shall be cumulative over the period of employment. (S-25-59/15; Ord. No. 1967-11). Employees hired after July 1, 2016 shall receive sick leave credit in the amount of one (1) day per month.

Employees pursuant to 23-18 of the newly revised ordinances of the City of Fall river covered by the Agreement, hired as of July 1, 1984 and prior to July 1, 2016 shall earn sick leave credits at the rate of one and one-half (1 1/2) days per month and shall be cumulative to a maximum of 230 days. Upon attaining the maximum, sick leave is no longer earned.

Employees who demonstrate perfect attendance for a consecutive period of (3) three months (Based on a calendar quarter, i.e. Jan-Mar, April-June, July-Sept., Oct.-Dec) shall earn (1) one additional vacation shift not to exceed (4) four vacation shifts per year. Such earned vacation time must be taken within the calendar year; with exception to the last quarter 1 day earned which will be taken in the next calendar year. Vacation shifts accrued under this article must be requested 24 hours in advance.

Sick Leave (Medical Certification): An employee who is out on sick leave for three (3) working days may be required after the third day to submit a written medical certificate which supports the employee's absence.

Requests for sick leave shall be in accordance with current EMS Department policy.

ARTICLE XIV

Personal Leave

Any employee who has been continuously employed for a period greater than one (1) year shall be granted two (2) personal days for each calendar year this Agreement is in effect. Such personal days shall not be cumulative from year to year. Requests for personal days shall be requested by written notice to the EMS Director at least twenty-four (24) hours prior to the intended personal day. The EMS Director shall have the discretion to approve or deny such requests, dependent upon the staffing requirements of the Department.

ARTICLE XV

Jury Pay

The Employer agrees to make up the difference in an employee's wages between a normal week's wages and compensation received for jury duty, in accordance with Section 50-103 of the City of Fall River Ordinances. Documentation of jury service shall be submitted to the City's Human Resources Department.

ARTICLE XVI

Death in Immediate Family

Fall River City Ordinances Section 50-153 – Death in Immediate Family

Employees shall receive a total of four (4) consecutive working shifts off, exclusive of regular days off, from regular duties with full pay in case of death in the immediate family. In the case of employees of the Jewish faith, such leave shall be for the actual period of mourning observed, but not to exceed seven (7) days from the date of burial.

The immediate family shall consist of a mother, father, husband, wife, child, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparents or other members of the immediate household. The immediate family shall also include step-family members, where step-family members reside or did reside in the same household as the employee.

ARTICLE XVII

Health Care Plan Benefits

The effective date of this memorandum shall be April 1, 2012. The terms of this plan shall remain in effect until June 30, 2014.

Health Care Plan Benefits

After a process deemed and agreed to have complied with the procedural process and requirements of Sections 21-23 of Chapter 32B of the General Laws, the City and the PEC have agreed that, effective April 1, 2012, the cost sharing features of the non-Medicare health plans (Blue Cross Blue Shield Blue Care Elect, Blue Cross Blue Shield Blue Choice, and Blue Cross Blue Shield Network Blue New England) offered by the City shall be changed. Effective April 1, 2012, each of those plans shall include the following co-payments:

<u>SERVICE</u>	<u>CO-PAYMENT</u>								
Office Visit	\$15.00								
Emergency Room Visit	\$50.00								
In-Patient Stay	\$250.00 (but not more than 4 In-Patient Co-Payments in a plan year per individual)								
Out-Patient Surgery	\$150.00 (but not more than 4 In-Patient Co-Payments in a plan year per individual)								
High Tech Radiology	\$50.00								
Prescription Drugs	<table> <tr> <td>\$10.00 Tier 1</td><td>\$20.00 Tier 1</td></tr> <tr> <td>\$20.00 Tier 2</td><td>\$40.00 Tier 2</td></tr> <tr> <td>\$35.00 Tier 3</td><td>\$70.00 Tier 3</td></tr> <tr> <td>Retail</td><td>Mail order</td></tr> </table>	\$10.00 Tier 1	\$20.00 Tier 1	\$20.00 Tier 2	\$40.00 Tier 2	\$35.00 Tier 3	\$70.00 Tier 3	Retail	Mail order
\$10.00 Tier 1	\$20.00 Tier 1								
\$20.00 Tier 2	\$40.00 Tier 2								
\$35.00 Tier 3	\$70.00 Tier 3								
Retail	Mail order								

1. The **City** agrees that between April 1, 2012 and June 30, 2014 it will make no further changes to the above described BCBSPD co-payments. The **City** further agrees that during that period it will make no changes to the contribution ratios (75% City contribution/25% Employee contribution) that apply to the BCBSPD that it offers to its subscribers. However, nothing in this Agreement shall prevent the City, at any time after February 1, 2013, from commencing the procedures, authorized by M.G.L. c. 32B, Secs. 21-23, to implement changes to the BCBSPD that would be effective on and after July 1, 2014.
2. It is agreed that the provisions of this agreement shall supersede any contrary provisions of any collective bargaining agreement and that all references to co-payments or other cost-sharing features in all collective bargaining agreements shall be null and void and shall be considered to be physically removed from such collective bargaining agreements, effective April 1, 2012.
3. The **PEC** signatories to this agreement attest to the fact that they are representative of their respective collective bargaining unit and deem all prerequisites to the execution of this agreement as deemed met.
4. The **Parties** agree to forego the up to the 25% mitigation, which is outline in M.G.L. c. 32B §21-23.

The Insurance Advisory Committee meetings will be held when necessary but not less than monthly at the request of the Chairperson of the Insurance Advisory Committee, at which time the monthly financial records, Employee Trust Fund Bank Statements, and all reconciled reports of the Employee Trust Fund will be submitted.

Amendment of the Memorandum

This memorandum may be amended at any time by mutual agreement of all the parties. Such amendments shall not be binding upon any party unless it is, in writing and signed by personnel authorized to bind each of the parties.

The City agrees to pay 75% of the Health Benefits Plan as provided by Chapter 32B-7A accepted on June 8, 1971.

ARTICLE XVIII Materials and License Fees

License Fees – Upon proof of paramedic re-certification, the City shall reimburse the employee \$150.

ARTICLE XIX

Job Posting and Bidding

The City shall post all vacancies for promotions to bargaining unit positions for a period of seven (7) days. The City may establish procedures for promotional opportunities, which may include interview panels and/or assessment centers. The principle of seniority shall be a consideration in promotions and transfers where qualifications and ability are relatively equal.

ARTICLE XX

Miscellaneous Provisions

A. **Bulletin Board** - The city agrees to installation of bulletin boards on the following conditions:

1. The Union will pay for, install, and maintain glass-covered and locked bulletin boards.
2. The location will be determined jointly by the union and the city, provided that no boards are located near the elevators.
3. The union shall maintain bulletin boards in a clean, professional manner.
4. Time off will not be granted to maintain bulletin boards.

B. Should any provision of this agreement be found to be in violation of any Federal, State, Civil Service Laws or City Ordinance by a court of competent jurisdiction, all other provisions of this agreement shall remain in full force and effect for the duration of this agreement. Any benefit, privilege or working condition existing prior to this agreement, not specifically covered by this contract, shall remain in full force and effect and if proper notice is given by either party as to the desirability of amending, modifying or changing such benefit, privilege or working condition, it shall be subject to bargaining between the parties.

The City will recognize and adhere to condition of hire for members of the bargaining unit as contained in the Civil Service Muni-class manual and the occupational job description for the employee.

Provided however that nothing contained in the Article shall limit the City's ability to assign occupational titles concerning the application of summer hours.

Access to premises - The employer agrees to permit representatives of the American Federation of State, County and Municipal Employees, AFL-CIO, and/or Council 93 and/or Local 1202 to enter the premises at any reasonable time for individual discussion of working conditions with members of the bargaining unit, provided care is exercised by such representative in this situation.

C. Employees shall not be disciplined except for just cause.

2

D. Stress Debriefing: The city agrees to provide immediate CISD debriefing after any traumatic incident at the request of the personnel involved. It is imperative that there be no delay in receiving said debriefing after a traumatic incident.

E. Maternity Leave –

Additional Paid Leave – Employees providing appropriate medical documentation shall receive, in addition to other accumulated paid leave, four (4) weeks paid leave to be utilized after the birth of a child.

Unpaid Leave - Employees on maternity leave shall be granted additional unpaid leave of ninety (90) days, in addition to unpaid leave under the Family and Medical Leave Act (FMLA). Employees requesting such additional unpaid leave shall be required to provide medical documentation consistent with that required under the FMLA. Said unpaid leave shall be concurrent with and not in addition to the paid maternity leave in the above paragraph.

F. The Deputy Director, Training Supervisor and QA/AI Supervisor shall receive a stipend of \$110 per month for responsibilities associated with the Duty Phone.

ARTICLE XXI

Agency Fee

In accordance with Chapter 180, Section 17G accepted on August 7, 1971, the following provisions are herewith incorporated:

All employees in the bargaining unit shall, as a condition of employment, pay the Union, the exclusive bargaining agent and representative, an amount of money equal to that paid by other employees in the bargaining unit who are members of the Union, which shall be limited to an amount of money equal to the Union's regular and usual membership dues. For new employees, such payment shall commence upon date of hire.

In consideration of the municipal employer's entering into this collective bargaining agreement, which agreement includes an agency service fee provision, the Union hereby agrees to indemnify the said employer and hold it harmless from any and all claims, liabilities or cost of the employer which arise out of entering into or enforcement of said provision which arise out of the payroll deduction of agency fees.

ARTICLE XXII

Temporary Service in a Lower or Higher Position

Employees may be assigned to temporarily fill vacancies in the positions of Field Supervisor/EMS Lieutenant or EMS Supervisor/Training Supervisor/EMS Captain.

A person moving up in rank shall receive out of rank pay commencing with the sixth (6th) day of actual service in paid higher rank.

Payment for out of grade shall be on an hourly basis and shall be paid while employee is actually performing the duties of the higher rank.

ARTICLE XXIII

Sick Leave Severance Benefit Payment

There shall be a severance benefit pertaining to sick leave either upon retirement, termination for other than cause or death while in the employ of the City.

Retirement or Termination for Other Than Cause

Employees shall be permitted to buy back a maximum of sixty (60) days of unused accumulated sick leave upon separation from employment. Payment for such unused sick leave shall be in a lump sum payment. Employees terminated for cause shall not be eligible for payment for unused sick leave.

Death

In the event of death while in the employ of the City, the above allowance shall be converted into the form of a cash payment to the estate of the employee.

ARTICLE XXIV

Longevity

1. Longevity payments for those positions covered by this agreement shall be as follows:

5 Years of Service	\$ 100.00
10 Years of Service	\$ 400.00
15 Years of Service	\$ 600.00
20 Years of Service	\$ 800.00
25 Years of Service	\$1,000.00
30 Years of Service	\$2,000.00

Payment for longevity shall be made to employees based on the above schedule after having completed the appropriate number of years and for each of the years between the next rate. Every employee in a position for which longevity is provided may be considered eligible for the next higher rate when he has completed the required period of service to the first rate and between each succeeding rate.

2. Payment shall be made in one (1) sum on the first regular payday immediately following an employee's anniversary date of employment.
3. In the event of death or retirement of any individual authorized to receive longevity, payment shall be made on a pro-rated basis for the period during which he actually served.

Leaves or other absences not included as service shall not be included in determining longevity.

ARTICLE XXV Clothing Allowance

Employees shall receive \$875 per year as a clothing allowance.

ARTICLE XXVI Educational Benefit

1. Upon approval by the department head designee, and if funding for training is available in the department budget, work related courses shall be paid by such department if deemed necessary and appropriate by said department head.
2. Each EMT shall be entitled to a \$350.00 annual education stipend.

ARTICLE XXVII Drug and Alcohol Prohibition

It is impermissible for employees to be impaired or under the influence of alcohol or narcotics while on duty. The Fall River EMS Department shall have a drug testing program, to be conducted in the manner set forth below:

Section A: Reasonable Suspicion

- (1) Employees shall be required to submit to drug tests if there is reasonable suspicion that the employee is using or under the influence of drugs. "Reasonable suspicion" shall be defined as follows:

A belief based on objective facts sufficient to lead a reasonably prudent person to suspect that an employee is using or is under the influence of drugs so that the employee's ability to perform his/her duties is impaired." Reasonable suspicion shall be based on information of objective facts obtained by the department and the rational inferences which may be drawn from those facts. The credibility of the sources of information, the reliability of the information, the degree of corroboration, the results of the investigation or inquiry, and or other factors shall be weighed in determining the presence or absence of reasonable suspicion.

- (2) The Director of EMS, or his designee (in his absence), shall be the appropriate Department official to initiate the order to submit to drug testing. Although the employee must submit the sample prior to the review committee's determination (see #3 below), the sample shall not be tested until and unless the review committee finds "reasonable suspicion" as defined in #1 above.

- (3) A review committee shall be established for the purpose of determining whether the EMS Director had reasonable suspicion to order the drug test. The committee shall be composed of a representative selected by the EMS Director, one by the Union, and a third member selected by the first two. If the review committee members are unable to reach agreement on a third committee member within 14 days, the EMS Director's directive must be completed within 24 hours; however, the employee must submit the sample prior to the review committee's determination. The review process shall be an informal one and the Committee's determination shall be final and not subject to the grievance/arbitration procedures.
- (4) The testing shall be performed at a reputable medical facility, after consultation with the association. Said medical facility shall collect the specimens and shall be required to maintain documentation of its chain of custody.
 - (a) The employee shall be advised of the specimen collection procedure.
 - (b) The employee shall observe the medical facility's labeling procedures as follows:
 - 1) Each specimen shall be placed in individual containers, including a split sample, and shall, in the presence of the employee, be sealed, labeled, and initialed by the employee.
 - 2) The employee shall be given a drug screening information sheet prior to the testing which shall permit the employee to make note of any prescription and/or over-the-counter drugs taken within the last 90 days. This information sheet shall be used by the medical facility in making its findings.
 - 3) The medical facility shall provide the employee with access to a "split sample" which the employee may have forwarded for a testing to a laboratory of his own choosing. The split sample shall be processed in accordance with acceptable medical laboratory procedures and costs shall be borne by the employee.
 - (c) The medical facility/laboratory shall determine (1) the specific testing methodology to be used in performing the initial screening and/or the confirmatory test, (2) the panel of drugs to be tested, and (3) the detection level for the substance tested.
 - (d) The EMS Director shall be notified of the final test results and shall then immediately notify the employee.
- (5) Any employee who tests positive shall be provided the opportunity to enroll in a rehabilitation program, except in those situations in which the employee used, sold, or purchased drugs while on active duty. In these situations, the employee may be subject to discipline.

- 2
- a) The rehabilitation program must be designed by the employee to be approved by the Department's physician. The expenses of the rehabilitation program will be borne by the individual employee.
 - b) If the employee refuses to participate in the rehabilitation program, he/she may be discharged, subject to his/her statutory appeal rights.
 - c) The employee, while enrolled in the rehabilitation program, must comply with all the requirements and regulations of the program: failure to so comply shall subject the employee to discharge, subject to statutory appeal rights. The employee must provide periodic reports of the progress of the rehabilitation program to the EMS Director. The employee may be permitted to use sick leave or to request leave without pay while enrolled in the program.
- (6) The employee who successfully completes the rehabilitation program, which is appropriately documented by a physician, and who returns to work shall be subject to random testing for a period of up to one year. If the employee subsequently tests positive, then the employee may be immediately disciplined, up to and including discharge, subject to statutory appeal rights.

Section B: Annual Drug Testing

Each fiscal year, beginning on July 1, 2017, the Employer may conduct drug tests of up to twenty-five percent (25%) of the employees in the bargaining unit. The annual drug testing shall be conducted under the following guidelines:

- a. All employees to be tested shall be tested no more than thirty (30) days before or thirty (30) days after his/her birthday.
- b. All employees tested shall be chosen at random by a private vendor with experience and expertise in employee drug testing;
- c. All testing shall be performed in accordance with the Mandatory Guidelines for Federal Workplace Drug Testing Programs with respect to form of testing, specimen collection, testing procedures, procedures for declaring a test positive/negative, and testing laboratories;
- d. Drugs for which employees will be tested are the following: amphetamines, barbituates, benzodiazepenes, cocaine, marijuana, methadone, methaqualone, opiates, phencyclidine, propoxythene, steroids, and synthetic opiates.
- e. Employees with a valid prescription for any of the tested drugs shall be considered negative for such drugs;
- f. The consequences of a positive drug test shall be the same as those specified in Section A, above.

ARTICLE XXVIII

Pension

Effective June 30, 2019, the members of this bargaining unit shall be classified under G.L. c. 32, as Group 4, public safety employees.

ARTICLE XXIX

Term of Agreement

SECTION 1. EFFECTIVE DATE

The effective date of this agreement is July 1, 2016 to June 30, 2019. The signing of this agreement by the authorized representatives of the Union and the Employer shall be authorized to implement all of the provisions of this agreement.

SECTION 2. TERMINATION

This agreement will remain in effect until June 30, 2019. At the end of that time either party may terminate this agreement provided such termination is transmitted through the registered U.S. mail to the responsible signatories to this agreement. In no case may a termination notice be sent less than thirty (30) days prior to the termination date herein agreed.

SECTION 3. RENEWAL

Should neither party to this agreement send a notice of termination as described in Section 2 above, this agreement will be considered to have been automatically renewed for another calendar year.

SECTION 4. CHANGES

Should either party to this agreement wish to inaugurate collective bargaining discussions over changes they may wish to introduce into the next succeeding agreement, it is agreed that notice of the substance of the changes and the language with which such desired changes are to be expressed shall be mailed to the authorized parties' signatory to this agreement prior to thirty (30) days before termination of this agreement.

The parties receiving such notice of desired changes shall forthwith seek establishment of a meeting for purposes of discussion and amicable accommodation for the desired changes. Nothing in this Article shall preclude the Union from modifying any previous proposals during the course of contract negotiations.

ARTICLE XXX
Management Rights

Except as expressly limited by other provisions of this Agreement, all of the authority, rights, and responsibilities possessed by the City are retained by it, including, but not limited to , the right to determine the mission, purpose, objectives and policies of the City; to determine the facilities, methods, means and number of personnel required for conduct of City programs, to discipline or discharge employees for just cause in accordance with applicable law and the provisions of this Agreement. All of these rights shall be recognized if not in conflict with the provisions of the Agreement.

ARTICLE XXXI
Personnel Files

Each department shall keep a personnel file for each employee. Supervisors may keep working files, but material not maintained in the employee's personnel file may not be used as documentation for action against/for an employee.

Inspection - Upon appropriate request an employee may inspect his/her personnel file subject to the following:

- a. Inspection shall occur during non-working hours, including lunch and break period, at a time and in a manner mutually acceptable to the employee and the City. Upon request, an employee who has a written grievance, who is inspecting his/her personnel file with respect to such grievance, may have a representative present during such inspection.
- b. Copies of materials in an employee's personnel file shall be provided to the employee upon request. The employee shall bear the cost of duplication.

Notification - Employees will be notified when a formal written warning is placed in their personnel file.

ARTICLE XXXII
Entire Agreement

This contract, represents all the terms and conditions agreed upon by the parties. No other understandings or representations, oral or otherwise, regarding the subject matter of this contract shall be deemed to exist or to bind any of the parties hereto.

ARTICLE XXXIII **Wages**

EMS SALARY TABLE – Bi-weekly rates

20-D – EMT PARAMEDIC

	<u>Min</u>				<u>Max</u>
	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
7/1/16	\$1,686.00	\$1,859.47	\$1,949.30		
7/1/17	\$1,850.07	\$2,017.38	\$2,062.61	\$2,110.49	\$2,159.56

(Every July 1st starting with 7/1/17 you will receive a step raise until you reach max)

SPAR – SENIOR PARAMEDIC (EMS Lieutenant)

	<u>Min/Max</u>
7/1/16	\$2,061.04
7/1/17	\$2,217.31
7/1/18	\$2,375.60
7/1/19	\$2,537.57

EMS Supervisor and Training Supervisor (EMS Captain)

	<u>Min/Max</u>
7/1/16	\$2,109.29
7/1/17	\$2,383.60
7/1/18	\$2,541.89
7/1/19	\$2,703.86

DPDR – DEPUTY DIRECTOR

	<u>Min/Max</u>
7/1/16	\$2,294.39
7/1/17	\$2,562.37
7/1/18	\$2,720.66
7/1/19	\$2,882.63

All bargaining unit members are required to enroll in bank direct deposit payroll checks.

2

ARTICLE XXXIV
Evaluation of Employees

SECTION 1. Performance evaluations should be seen primarily as a developmental tool. Its purpose is to assess an employee's job related strengths and weaknesses and to develop his/her competence to the fullest. Performance evaluations shall be completed no later than sixty (60) days after July 1.

SECTION 2. The parties agree to utilize the performance evaluation on the form attached hereto as Appendix A. Any change to the evaluation form shall be bargained with the Union prior to implementation.

SECTION 3. Each employee shall receive a written copy of his/her evaluation and shall be entitled to discuss the evaluation with his/her immediate supervisor and, if requested, with the supervisor of the next level higher than the immediate supervisor who has been assigned to review the performance evaluation. For the purpose of this Article, the term immediate supervisor shall mean an individual who is outside of the bargaining unit.

SECTION 4. The Human Resources Director shall receive all evaluations to be placed in the respective Personnel File of each employee. Any evaluation shall be reviewed by such employee in the Human Resources office at any reasonable time upon prior written notice, or whenever otherwise mutually agreed upon by the Human Resources Director and the employee. An employee shall have the right to file a written statement in response to any evaluation.

SECTION 5. An employee may not grieve the substance of his/her evaluation, except where such evaluation results in disciplinary action. Employees may grieve the evaluation procedure, as set out in this Article.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed and executed by their respective duly authorized officers.

Jasiel F. Correia II, Mayor

Date

Cathy Ann Viveiros, City Administrator

Date

Madeline Coelho, Director of Human Resources

Date

Joseph I. Macy, Corporation Counsel

Date

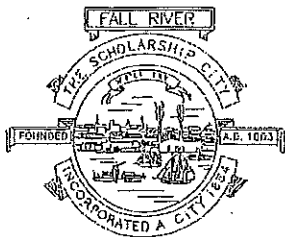
AFSCME Council 93 Staff Representative

Date

Afsme Local 1202 President

Date

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**City of Fall River
Massachusetts**
Fire Department Headquarters
Emergency Medical Services

JASIEL F. CORREIA II
Mayor

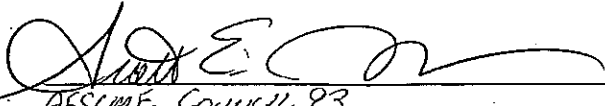
JOHN D. LYNCH
Fire Chief
Timothy A. Oliveira
Director of EMS

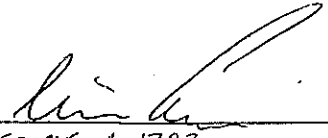
10/24/2016


Draft side letter for local 1202

Subject: Allowing fire fighter paramedics or EMT basic overtime on impact rescue.

Local 1202 agree to allow firefighter paramedics or EMT Basics from local 1314 to accept overtime on the impact rescue, after all ems personnel have been offered the overtime first. When an EMT basic is on the impact rescue the supervisor on shift shall be placed in a ems vehicle to back up all priority calls that the paramedic basic rescue responds to.


AFSCME COUNCIL 93 11/29/2016


AFSCME L1202 11/29/2016


CITY OF FALL RIVER 11-29-16

11/15/2016

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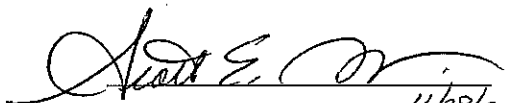
SIDE LETTER OF AGREEMENT
BETWEEN
THE CITY OF FALL RIVER
AND
FALL RIVER EMERGENCY MEDICAL SERVICES
AFSCME COUNCIL 93


For good and valuable consideration, each to the other given, the City of Fall River ("City") and the Fall River AFSCME EMS Unit ("Union") hereby agree to the following:

1. The following employees, having been hired under Massachusetts Civil Service Law, G.L. c. 31, shall retain all rights and privileges under Civil Service Law, subject to any limitations contained in the collective bargaining agreement between the City and the Union.

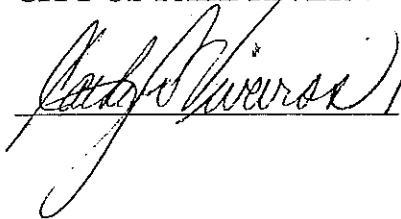
- Timothy Oliveira
- John Morin
- Robert Camara
- Glenn Stys
- Jennifer Rodrigues
- Michael Coutu
- Jennifer Farias
- Mark Lighthall
- Shaun Higgins
- Beth Ann Faunce
- William Lonardo
- Andrew Almeida

AFSCME - EMS UNIT


11/29/2016


11/24/2016

CITY OF FALL RIVER

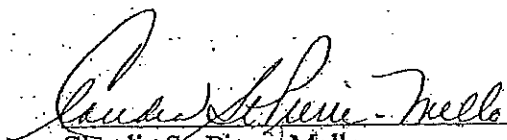

11.29.16

MEMORANDUM OF AGREEMENT

Between
AFSCME, Council 93, Local 3177
And
City of Fall River

October 4, 2006

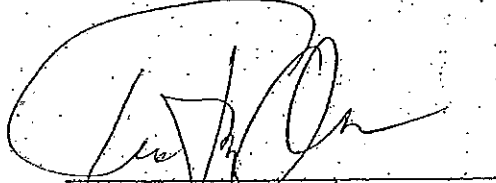
An extra personal day will be issued when an EMT has completed a minimum of six (6) Morbidity and Mortality meetings during a calendar year. This personal day will be allowed to be taken upon completion of six attended rounds with the Fall River Fire Department. In order to take the extra personal day in the same calendar year, the six required rounds must be completed no later than June of that year. When completion of the six required rounds is after June, then the extra personal day will be carried over to the next calendar year. The EMT must attend five (5) while off duty. One will be allowed while on duty to total the six (6) required.



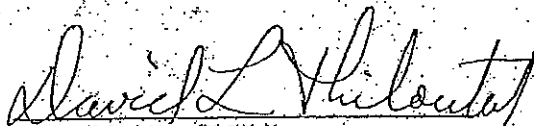
Claudia St. Pierre-Mello
Local 3177, President



Frank A. Sullivan
Director of Personnel and Training

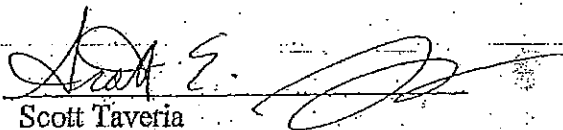


Timothy Oliveira
EMS
Local 3177 Shop Steward



Fire Chief David Thiboutot
City of Fall River

10/12/06

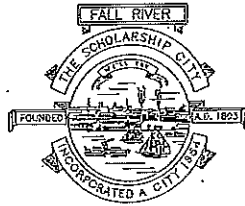


Scott Taveria
AFSCME, Council 93
Service Representative

City of Fall River
Office of the Corporation Counsel

COPY 2

C. SAMUEL SUTTER
Mayor



GARY P. HOWAYECK
Assistant Corporation Counsel

February 10, 2015

Councilor Raymond A. Mitchell
Fall River City Council
1 Government Center
Fall River, MA 02722

RE: Legal Opinion on Collective Bargaining Agreements

Dear Councilor Mitchell:

You asked whether after a collective bargaining agreement is reached between the City and the respective Union, the agreement needs to be submitted to the Council for appropriation of funds. In short, the answer is yes.

Pursuant to Chapter 150E, Section 7, the City "shall submit to the appropriate legislative body", in this case, the City Council, "within thirty day after the date on which the agreement is executed by the parties, a request for an appropriation necessary to fund the cost items contained therein." The law further provides that if the "[Council] rejects the request for an appropriation necessary to fund the cost items, such cost items shall be returned to the parties for further bargaining."¹

Additionally, although the Council needs to approve the initial appropriation, in succeeding years of the contract, appropriations should be made as a matter of course. See Boston Teachers Union, Local 66 v. School Committee of Boston, 386 Mass 197 (1982). As such, in succeeding years (years 2 and 3), the Mayor and the Council are required to provide in the annual budget an appropriation for funds necessary to pay salary increases and other cost items in the collective bargaining agreements. See Boston.

In anticipation of a future question you may have, case law has shown that the failure of a town administrator to submit a request to a town meeting for funding did not make such item effective and enforceable without appropriation to fund it. See Town of Billerica v. International Ass'n of Firefighters, Local 1495, 415 Mass 692 (1993).

As such, Section 7(b) of Chapter 150E requires the Mayor, once he arrives at an agreement with a Union to request from the City Council appropriate money to fund the cost

¹ So you are aware, the provisions noted above do not apply to agreements reached by school committees in which the provisions of section thirty-four of chapter seventy-one are operative.

CITY CLERK
FALL RIVER, MA

2015 FEB 11 P 2:40

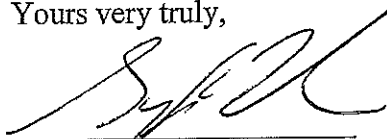
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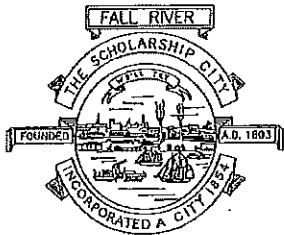
items of the agreement and requires the Council, if it rejects any requested appropriation, to return the cost items to the parties for further bargaining. Gloucester Fire Fighters, etc. v. Gloucester, 8 Mass App. 106 (1979).

Please let me know if there is anything further you need in this regard.

Yours very truly,

A handwritten signature in dark ink, appearing to read 'G. Howayeck', written over a horizontal line.

Gary P. Howayeck
Acting Corporation Counsel



City of Fall River
Massachusetts
Office of the Mayor

3

2016 DEC -8 P 2:59

CITY CLERK _____
FALL RIVER, MA

JASIEL F. CORREIA II
Mayor

December 8, 2016

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

RE: Order to Purchase for Employee Health Clinic

Dear Honorable Council Members:

Working in close collaboration with the Employees' Insurance Advisory Committee, the Administration has begun establishment of a Health Clinic for City employees, retirees and active employee family members who are covered under the City's health insurance program. This clinic will be providing acute care, health screenings/assessments, and wellness counseling designed to prevent chronic conditions before they occur. By making these services available to healthcare plan participants, the City is expected to see significant savings in our health insurance costs.

After an RFP process, Care Here was recommended by the Insurance Advisory Committee to operate the Center. This firm operates over 200 similar facilities across the country. This service delivery model compliments, but does not replace, the medical services currently being provided by the members of our healthcare community.

Enclosed is an executed Offer to Purchase the former ILGWU Hall at 38 Third Street which is intended to house the employee clinic. Once the Council has approved the corresponding Order, we will proceed with our due diligence which shall include, but not be limited to, construction cost estimates to create the clinic facilities.

Your approval of this Order is respectfully requested. Should you have any questions or concerns regarding this purchase, please feel free to contact me.

Best Regards,

Jasiel F. Correia II
Mayor

3

ORDERED, that the City Council of the City of Fall River hereby votes to appropriate, and authorize the Treasurer to allocate funds in the amount of \$240,000.00 to acquire one parcel of land and the building thereon, located at 38 Third Street, Fall River, MA; that said land be conveyed to the City of Fall River to be managed and controlled by the City of Fall River; and the City of Fall River be authorized to enter into a Purchase & Sales Agreement in a form determined acceptable by the Corporation Counsel and execute a Quitclaim Deed in a form also acceptable to the Corporation Counsel.

OFFER TO PURCHASE REAL ESTATE

From: BUYER/Name(s): City of Fall River

Address: One Government Center, Fall River, MA

To: OWNER OF RECORD ("SELLER")/Name(s): JLD LLC

Address: 7 Turnpike Street, South Easton, MA 02375

The BUYER offer to purchase the real property described as 38 Third Street, Fall River, MA 02720 consisting of approximately 11,296+/-SF of land together with all buildings and improvements thereon (the "Premises") which has been introduced to buyer by Prisco's Five Star Real Estate upon the following terms and conditions:

1. Purchase Price: The BUYER agrees to pay the sum of \$240,000.00 to the SELLER for the purchase of the Premises (the "Offer"), payable as follows:
 - i. \$1,000.00 as a deposit to bind this Offer to be delivered forthwith upon receipt of written acceptance.
 - ii. \$9,000.00 as an additional deposit upon executing a Purchase And Sale Agreement;
 - iii. Balance by bank's, cashier's, treasurer's or certified check or wire transfer at time of closing.
2. Duration Of Offer. This Offer is valid until 5 p.m. on December 15, 2016 by which time a copy of this Offer shall be signed by the SELLER, accepting this Offer and returned to the BUYER, otherwise this Offer shall be deemed rejected and the money tendered herewith shall be returned forthwith to the BUYER.

TIME IS OF THE ESSENCE AS TO EACH PROVISION

UPON ACCEPTANCE OF THIS OFFER, BUYER AGREES TO SEEK AN AFFIRMATIVE VOTE OF THE FALL RIVER CITY COUNCIL AUTHORIZING THE PURCHASE OF SAID REAL ESTATE ON SUCH CONDITIONS AND TERMS AS WILL BE CONTAINED IN A MUTUALLY AGREED UPON PURCHASE & SALE AGREEMENT.

IT IS ANTICIPATED THAT THE MUTUALLY AGREED UPON PURCHASE & SALE AGREEMENT WILL CONTAIN THE USUAL CONTINGENCIES AS WELL AS, AT A MINIMUM, GOOD CLEAR RECORD AND MARKETABLE TITLE, CLEAN 21B, RIGHT TO COMPLETE STRUCTURAL INSPECTION THE RESULTS TO BE ACCEPTABLE TO BUYER, THE OMISSION OF ANY "AS IS" CLAUSE, CONFIRMATION OF ADEQUATE ON SITE PARKING, REVIEW AND ACCEPTANCE OF RIGHTS IN AND TO QUEBECAN RIVERBED AND PROVISIONS OF AGREEMENTS WITH ADJACENT PROPERTIES.

City of Fall River

By

Date

12/7/16

Accepted: JLD LLC

By

Anna R. Warren

Duly Authorized

Date

12/7/16

CITY OF FALL RIVER

To the City Council

Councillors:

The Committee on

Economic Development and Tourism at a meeting held on
November 29, 2016 voted unanimously to recommend that the accompanying
order be adopted.


Clerk of Committees

City of Fall River, In City Council

August 16, 2016

#2

ORDERED:

That the sum of \$30,000 be transferred, from the MAYOR'S OFFICE SALARIES and the same is, hereby appropriated for the MAYOR'S OFFICE EXPENDITURES.

CITY OF FALL RIVER
IN CITY COUNCIL

AUG 16 2016

*Referred to the
Committee on
Economic Development
and Tourism, 7 years,
2 days*



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

*Rec'd @ CC Mtg
8-16-16
6*

JASIEL F. CORREIA II
Mayor

Date: August 18, 2016

TO: Honorable Members Fall River City Council
FROM: Jasiel F. Correia II, Mayor
RE: Tourism & Development Transfer

Councilors:

The transfer before you this evening will allow the Administration to proceed to launch the City's new Brand in an effective and comprehensive manner. The RFP for Branding that was issued using FY 2016 funding has resulted in two vendor proposals which, in combination, will have a sustainable impact upon our economic development and tourism efforts. This transfer, combined with the current Tourism & Development line item in my FY2017 Budget, will allow us to fully fund these contracts. Once the contracts are executed, I will provide the City Council and the community with the full Scope of Services and the deliverables that will be generated.

Your approval of this transfer is respectfully requested.

CITY OF FALL RIVER

7

To the City Council

Councillors:

The Committee on Ordinances and Legislation, at a meeting held on December 6, 2016, voted unanimously to recommend that the accompanying proposed ordinance be passed through first reading, with Councilor Linda M. Pereira absent and not voting.

Cullen A. Taylor
Clerk of Committees

City of Fall River, In City Council

7

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:

Section 1.

By striking out in Section 70-241, which section relates to stop intersections designated the following:

Lamphor Street, southbound drivers on Lamphor Street at Field Street

Section 2.

By inserting in section 70-281, which section relates to one-way streets, in proper alphabetical order the following:

Lamphor Street, from Field Street to Tucker Street in a northerly direction

Section 3.

By striking out in Section 70-387, which section relates to handicapped parking the following:

Garfield Street, west side, starting at a point 59 feet north of Aetna Street, for a distance of 20 feet northerly

Harrison Street, east side, starting at a point 399 feet south of Pleasant Street, for a distance of 20 feet southerly

Platt Street, north side, starting at a point 74 feet west of North Varley Street, for a distance of 20 feet westerly

CITY OF FALL RIVER

8

To the City Council

Councillors:

The Committee on Ordinances and Legislation, at a meeting held on December 6, 2016, voted unanimously to recommend that the accompanying proposed ordinance be passed through first reading, with Councilor Linda M. Pereira absent and not voting.

Cullen A. Taylor
Clerk of Committees

City of Fall River, *In City Council*

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

That Chapter 2 of the Revised Ordinances of the City of Fall River, Massachusetts, 1999, which chapter relates to Administration be amended as follows:

Section 1.

By inserting a new article to read as follows:

Article XI. REVOLVING FUNDS

Section 2.

By inserting in ARTICLE XI, a new section to read as follows:

2-1040 Mooring Fees Revolving Fund

The purpose of this revolving fund is to meet, in whole or in part, expenses relating to the upkeep and maintenance of city owned moorings. The account shall be funded by the mooring rental receipts. The fund will be utilized by the Harbor Master under the supervision of the Police Department. The fund shall be held in and appropriated from in manner provided in Massachusetts General Laws, Chapter 53, Section E ½.

CITY OF FALL RIVER

9

To the City Council

Councillors:

The Committee on Ordinances and Legislation, at a meeting held on December 6, 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, with Councilor Linda M. Pereira absent and not voting.


Clerk of Committees

City of Fall River, In City Council

9

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:

Chase Street, north side, starting at a point 586 feet east of Bay Street, for a distance of 20 feet easterly
County Street, north side, starting at a point 90 feet west of Rockliffe Street, for a distance of 20 feet westerly
Flint Street, west side, starting at a point 208 feet north of Pleasant Street, for a distance of 20 feet northerly
Hamlet Street, north side, starting at a point 21 feet east of Melville Street, for a distance of 20 feet easterly
McCloskey Street, east side, starting at a point 20 feet north of County Street, for a distance of 20 feet northerly
Oregon Street, west side, starting at a point 109 feet north of Ballard Street, for a distance of 20 feet northerly
Seabury Street, west side, starting at a point 280 feet north of Bank Street, for a distance of 20 feet northerly
Sixteenth Street, east side, starting at a point 57 feet north of Merchant Street, for a distance of 20 feet northerly
Snell Street, north side, starting at a point 120 feet west of Dover Street, for a distance of 20 feet westerly
South Beach Street, west side, starting at a point 257 feet south of Middle Street, for a distance of 20 feet southerly
Third Street, east side, starting at a point 25 feet north of Lyon Street, for a distance of 20 feet northerly
Washington Street, west side, starting at a point 143 feet north of Hope Street, for a distance of 20 feet northerly

CITY OF FALL RIVER

To the City Council

Councillors:

The Committee on Ordinances and Legislation at a meeting held on December 6, 2016, voted unanimously to recommend that the accompanying order be adopted, with Councilor Linda M. Pereira absent and not voting.

Cullen A. Taylor
Clerk of Committees

10

City of Fall River, *In City Council*

ORDERED, that the City Clerk is hereby authorized to accept an application for a taxicab license from the following:

Pierre Maxime
66 Lyon Street #2
Fall River, MA 02721

1 application

and, be it further

ORDERED, that when said application is filed and comply with the requirements of the city ordinances it is the intent of this City Council to grant said license to the above applicant.

01/06/16

10

Pierre A. Maxime
66 Lyon st #2
Fall River, MA 02721

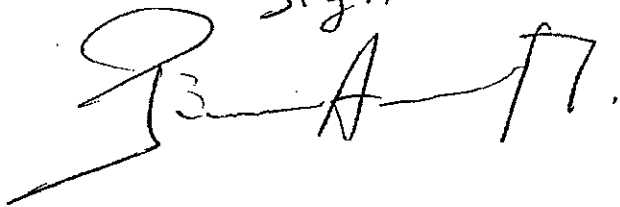
RECEIVED

2016 JAN -7 A 9:01

CITY CLERK
FALL RIVER, MA

To - Who may concern
I'm Pierre Maxime Live at 66 Lyon st
Fall River, MA, I write this letter
about a Medallion I would like to
have in the City of Fall River, I
would like to give my participation
in the transportation, please help me
to make that dream come true. May
God bless you, may God Bless City
of Fall River. -
you may contact me at 339-674-8906

Sign



CITY OF FALL RIVER
IN CITY COUNCIL

JAN 12 2016

Referred to the
Committee on Ordinances
and Legislation

tabled
9-2-16

tabled
6-7-16

CITY OF FALL RIVER

To the City Council

Councillors:

The Committee on Ordinances and Legislation at a meeting held on December 6, 2016, voted unanimously to recommend that the accompanying order be adopted, with Councilor Linda M. Pereira absent and not voting.


Clement A. Taylor
Clerk of Committees

City of Fall River, *In City Council*

11

ORDERED, that the City Clerk is hereby authorized to accept applications for taxicab licenses from the following:

Fall River Taxi Service
67 Talbot Street
Fall River, MA 02720

5 applications

and, be it further

ORDERED, that when said applications are filed and comply with the requirements of the city ordinances it is the intent of this City Council to grant said licenses to the above applicants.

FALL RIVER TAXI SERVICE

11
RECEIVED

2016 OCT 25 P 12:15

October 25 2016
67 Talbot Street
Fall River MA 02723

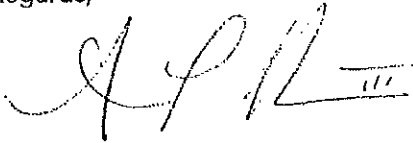
CITY CLERK _____
FALL RIVER, MA

To Whom It May Concern,

We are writing to request that five (5) additional taxi medallions be allocated to Fall River Taxi Service. The first of these new vehicles we're very excited to say is a wheelchair accessible vehicle. We believe we can provide this service in a way that benefits the community without any additional onerous regulation from the council.

At this time we have no unused medallions so deployment of this or any future vehicles is in limbo until approval.

Regards,



Anthony P. Russo III

CITY OF FALL RIVER
IN CITY COUNCIL

NOV 08 2016

*referred to the
Committee on Ordinances
and Legislation*

67 Talbot St Fall River MA 02720 (508) 673-5843

CITY OF FALL RIVER

To the City Council

Councillors:

The Committee on Ordinances and Legislation, at a meeting held on December 6, 2016, voted unanimously to recommend that the accompanying resolution be accepted and placed on file, with Councilor Linda M. Pereira absent and not voting.


Clerk of Committees

City of Fall River, In City Council

Order Legis.
12

(Councilor Cliff Ponte)

WHEREAS, the taxpayers of Fall River cannot be continuously relied upon to fund the increasing costs of needed city services, and

WHEREAS, assets owned by the City of Fall River such as buildings, vehicles and vacant land can be further utilized for city advertising, and

WHEREAS, this can be considered a new source of revenue to help enhance city services, and

WHEREAS, this will not cost the City or its taxpayers any money, now therefore

BE IT RESOLVED, that the Administration be invited to a future meeting of the Committee on Finance to discuss the possibility of utilizing City-owned assets for the use of advertising in an effort to increase revenues at no cost to the City.

CITY OF FALL RIVER
IN CITY COUNCIL

FEB - 9 2016

RFP be drafted by the
Administration and
resolution referred
to the Committee on
Ordinances and Legislation

tabled 4-20-16
tabled 8-2-16

In City Council, January 12, 2016
Adopted

A true copy. Attest:

Alison M. Bouchard

City Clerk

City of Fall River, In City Council

13

(Committee on Ordinances and Legislation)

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

That Chapter 78 of the Revised Ordinances of the City of Fall River, Massachusetts, 1999, which chapter relates to Vehicles for Hire, be amended as follows:

By striking out in Section 78-33, subsection (b), which subsection relates to taxicab rates, in its entirety and inserting in place thereof, the following:

(b) The rate of fare shall be uniform for all licensed taxicabs and shall be as follows:

- (1) On the drop..... \$3.00
- (2) Plus, each additional one tenth mile or fraction thereof..... \$.30

The charge for a taxicab hired on an hourly basis shall be \$30.00 per hour in lieu of any other rate listed in this section.

CITY OF FALL RIVER
IN CITY COUNCIL
NOV 22 2016

*Passed through first
reading*

(Ct. S. Camara opposed.)

22

RECEIVED

2016 NOV 22 A 11: 30

CITY CLERK #15-240A
FALL RIVER, MA

November 18, 2016

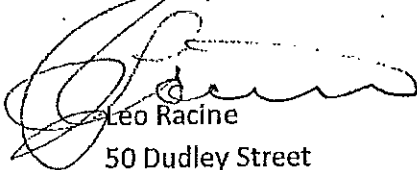
City of Fall River Counsel
Government Center
Fall River, MA 02720

To Whom It May Concern;

This letter is a follow-up to my letter dated October 22, 2015 (attached for reference) and subsequent submission of a claim for payment of damages caused to my vehicle.

Last Fall, I received from your Office, a claim form and I submitted it promptly with an estimate for the cost of repairs. To date, I am not aware of a response to this claim. Your earliest response will be much appreciated.

Sincerely,



Leo Racine
50 Dudley Street
Fall River, MA 02720
774-365-7185

22

#16-93A

Jacqueline Kierstead, Claim Manager

11/17/2016

CITY OF FALL RIVER
OFFICE OF THE CITY CLERK
ALISON M. BOUCHARD
ONE GOVERNMENT CENTER, ROOM 227
FALL RIVER, MA 02722

Claim Number: 033734020
Policy Number: HC538179
Company Name: Arbella Mutual Insurance Company

This office represents the interest of Arbella Mutual Insurance Company. By virtue of payment under the Collision portion of a policy of insurance, we have become subrogated to the rights of our insured (KAREN STEELE, 260 FOUNTAIN ST APT E3, FALL RIVER, MA 02721) for the damage to their motor vehicle sustained in the accident described below:

Place of accident: Rodman St / Plymouth Ave Type of accident: PIP
Date & time: 07/07/2016, 7:45:00 AM EDT

This collision was caused by the negligent operation of a motor vehicle driven by Robert Holland, who was an employee of the City of Fall River, and bore operator's license number 3031371 (RI License).
They were operating a motor vehicle bearing Mass. Registration number MFA375, belonging to the City of Fall River.

Pursuant to Chapter 258 of the Mass. General Laws, notice is given and claim is hereby made against the City of Fall River, for the PIP claim caused by said collision in the amount of \$1886.84. Attached for your convenience is a copy of the damage appraisal and our proof of payment.

Please include our file number on all correspondence and send all communications to me at the address above.

Very truly yours,


Kristen Celestino
Claim Service Specialist
617-769-3672
Fax 617-773-4760
Email: Kristen.Celestino@arbella.com

Enclosure: multiple attachments

RECEIVED
2016 NOV 21 A 11:39
CITY CLERK
FALL RIVER, MA



22

RECEIVED

City of Fall River
Notice of Claim

2016 NOV 21 A 11:39

CITY CLERK 11-125

FALL RIVER, MA

SC 29803

1. Claimant's name: Sherry Leach Kelly
2. Claimant's complete address: 126 Glen Haven Circle, Aiken, SC 29803
3. Telephone number: Home: 803-641-6860 Work: —
4. Nature of claim: (e.g., auto accident, slip and fall on public way or property damage):
removal of flower box (cement) at Oak Grove Cemetery
5. Date and time of accident: Oct 2016 Amount of damages claimed: \$ 50.00
6. Exact location of the incident: (Include as much detail as possible):
Pachidendron Path #3269 - Oak Grove Cemetery for replacement
7. Circumstances of the incident: (attach additional pages if necessary):
Oak Grove Cemetery workers removed multiple flower boxes & urns from gravesites; my family plot has been in continual use since purchased in 1894 & is always maintained with real flowers see attached information - 4 pages
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: 11/12/16

Claimant's signature: Sherry Leach Kelly

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 ☒ Public Com. Date: 11/23/16

Rec'd by email 11-24-16 @ 10:49pm

23



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

Address: P O Box 24

City: Swansea State: MA Zip Code: 02777

Phone Number: +1 (508) 679-0160 Ext.

Email: patrick@patrickhiggins.net

Organization or Media Affiliation (if any):

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: All members except Councilor Joseph Camara

Date of alleged violation: Nov 22, 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.

A review of the November 22, 2016 City Council meeting video at <http://vod.frgtv.us/video/192724001> from 23:57-25:51 indicates that the Council intentionally violated the Open Meeting Law by deliberating and approving an Auto Repair Shop license for an unnamed business located at 334 President Ave., which was not listed on the posted meeting notice for the November 21, 2016 meeting.

One of the points made during the deliberations was that the existing license expires on December 11, 2016 so they had to approve this 'tonight' since we don't have another meeting schedule prior to the expiration of the license.

The City Council is well aware that this could be an open meeting law violation since City Councilor Steve Camara raised this issue. I would remind the city council that they could have scheduled a special meeting to handle this renewal. The President of the Council stated that he knew they needed to renew 2 licenses tonight, so this was not something that was not reasonably anticipated 48 hours in advance. The President also had the option of amending the agenda to include this renewal after the meeting notice was already posted and could have been posted even the day of the meeting!

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.

I think that the Division of Open Government should require every single member of this public body to attend one of the schedule open meeting law training webinars and fine them for their continual disregard for compliance 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.

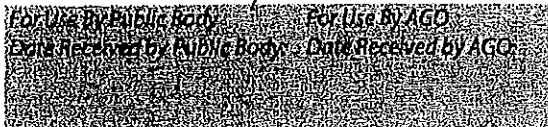
By signing below, I acknowledge that I have read and understood the provisions above and certify that the information I have provided is true and correct to the best of my knowledge.

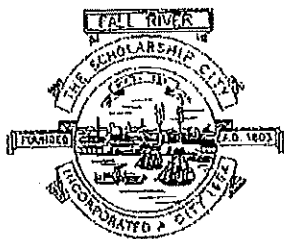
Signed:

Paul Aguirre

Date:

11/24/16





City of Fall River Massachusetts
Office of the City Clerk

23
RECEIVED

2016 NOV 18 A 10:16

CITY CLERK
FALL RIVER, MA

ALISON M. BOUCHARD
CITY CLERK

INÊS LEITE
ASSISTANT CITY CLERK

NOVEMBER 18, 2016
MEETINGS SCHEDULED FOR NEXT WEEK
CITY COUNCIL CHAMBER, ONE GOVERNMENT CENTER

TUESDAY, NOVEMBER 22, 2016

AGENDA

7:00 P.M. REGULAR MEETING OF THE CITY COUNCIL

PRIORITY MATTERS

1. *Mayor and order requesting acceptance of tourniquets with holders from Mechanics Cooperative Bank
2. *Mayor and order requesting acceptance of a 2005 Chrysler Pacifica from South Coast Towing
3. *Mayor and order approving Intermunicipal Agreements for Wastewater Treatment and Drinking Water Services with the Town of Freetown

PRIORITY COMMUNICATIONS

4. Traffic Commission recommending amendments to the traffic ordinances

COMMITTEE REPORTS

Committee on Ordinances and Legislation recommending:

First Reading:

5. *Proposed ordinance – Taxicab rates

All readings with Emergency Preamble:

6. *Proposed ordinance – Traffic, handicapped parking

Committee on Public Safety recommending:

Grant leave to withdraw:

7. *Resolution – install pedestrian crossing light on Milliken Boulevard near Dunkin Donuts

ORDINANCES – None

RESOLUTIONS

8. *Committee on Public Safety convene to discuss traffic and safety concerns near new housing development at the end of Highcrest Road
9. *Committee on Health and Human Services convene to discuss resources available to city residents to help control feral cat population
10. *Committee on Human Services, Housing, Youth and Elder Affairs convene to discuss repairs and renovations to Pine Street Veterans' Center

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

CITATIONS – None**ORDERS – HEARINGS – None****ORDERS – MISCELLANEOUS**

11. Police Chief's report on licenses
12. Auto Repair Shop license renewal – George Moreira d/b/a George's Auto Tech LLC at 581 Pleasant Street

COMMUNICATIONS – INVITATIONS – PETITIONS

13. *Claims

City Council Committee/Meeting Minutes:

14. *City Council Public Hearings – November 8, 2016
15. *Committee on Finance – November 8, 2016
16. *Committee on Real Estate – October 11, 2016
17. *Committee on Ordinances and Legislation – November 9, 2016

BULLETINS – NEWSLETTERS – NOTICES

18. Notice of Casualty and Loss at 320 Third Street

Alison M Bouchard
City Clerk

23

Alison Bouchard

From: Alison Bouchard
Sent: Monday, November 28, 2016 10:48 AM
To: Patrick Higgins
Cc: 'scadime.citycouncil@gmail.com'; Linda (lindamp55@gmail.com); Ines; Joseph Macy;
OpenMeeting (AGO)
Subject: FW: formal Open Meeting Law complaint
Attachments: FR City Council Nov 22 oml complaint.pdf
Importance: High

Good morning Patrick.

At the last City Council meeting, I included the renewal application of Michael Camara for a license to operate an auto repair shop at 334 President Avenue. We did not receive approvals of the Police and Fire Departments in sufficient time to list this item on the agenda.

The agenda was not updated because I could not reasonably anticipate that the approvals would be received.

Your OML complaint will be heard at the next City Council meeting and a formal response will be forwarded accordingly.

Alison M. Bouchard
City Clerk
One Government Center
Fall River, MA 02722
T: 508-324-2220
F: 508-324-2211
Website: www.fallriverma.org

Alison M. Bouchard
City Clerk
One Government Center
Fall River, MA 02722
T: 508-324-2220
F: 508-324-2211
Website: www.fallriverma.org

From: Patrick Higgins [<mailto:patrick@patrickhiggins.co>]
Sent: Thursday, November 24, 2016 10:49 PM
To: Alison Bouchard; scadime.citycouncil@gmail.com; lindamp55@gmail.com
Cc: Steven A. Camara
Subject: formal Open Meeting Law complaint
Importance: High

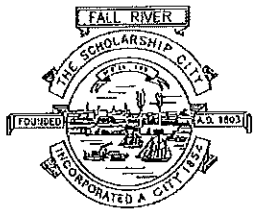
As Linda and Steve Camara attempted to point out, the deliberation and approval of the auto repair license for 334 President Ave was not on the agenda and earned you this formal open meeting law complaint.

Thank you

23

Patrick Higgins

24



City of Fall River Massachusetts

Department of Community Maintenance

CEMETERIES • MUNICIPAL BUILDINGS • ENGINEERING • SANITATION •
PARKS • STREETS & HIGHWAYS • TRAFFIC & PARKING • VEHICLES

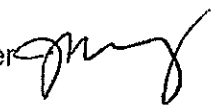
Engineering Division

RECEIVED

2016 DEC -6 P 3:46

JASIEL F. CORREIA II
Mayor

CITY CLERK
ADRIANO J. PONCEANO
FALL RIVER, MA
Director
J R FREY, P.E.
City Engineer

To: Fall River City Council
From: J R Frey, P.E., City Engineer 
Date: December 5, 2016
Subject: Street Opening Request for Pavement Less Than Five Years Old

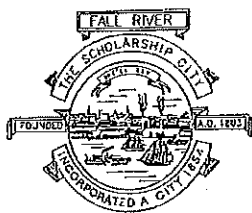
The Engineering Division has received a request for a road opening to install natural gas service at 714 Weetamoe Street. Weetamoe St. between Highland Ave. and Ray St. was paved on August 8, 2012. The improvements are four years old.

The Engineering Division recommends approval of the request subject to the following conditions for pavement restoration in streets less than five years old:

- 1) All work shall meet or exceed the "Standards Employed by the Public Utility Operators When Restoring Municipal Streets" (the Standards) as published by the Commonwealth of Massachusetts Division of Telecommunications and Industry and with the requirements of the Fall River City Council;
- 2) All excavated material shall be removed from the site and appropriately disposed of;
- 3) All backfill materials shall be clean sand or sand and gravel mixtures meeting USCS classifications of GW, GP, SW, or SPC, free of silt, clay, and organic silts or soils, with 100% passing 3" sieve;
- 4) Backfill shall be executed in lifts not to exceed 6", and compacted between lifts;
- 5) Pavement restoration shall meet or exceed the existing pavement thickness;
- 6) Type I binder course(s) not to exceed 2" shall be placed and thoroughly compacted to within 1.5" of finished grade;
- 7) The existing pavement edge shall be tapered into the patch area to increase the surface binding area between the existing and new pavement;
- 8) The patch area shall be heated using infrared to a surface temperature sufficient to allow remixing asphalt without oxidation or burning, but in no case shall the surface temperature exceed 350 degrees F;
- 9) A Type I surface course shall be placed with a minimum thickness of 1.5";
- 10) The surface shall be compacted using a steel drum roller, resulting in a smooth, tight, pavement surface which matches the grade of the existing pavement;

One Government Center • Fall River, MA 02722

Telephone: (508) 324-2512 • Fax: (508) 324-2564 • Email: JRFREY@FALLRIVERMA.ORG



City of Fall River Massachusetts

Department of Community Maintenance
CEMETERIES • MUNICIPAL BUILDINGS • ENGINEERING • SANITATION •
PARKS • STREETS & HIGHWAYS • TRAFFIC & PARKING • VEHICLES

Engineering Division

JASIEL F. CORREIA II
Mayor

ADRIANO J. PONCEANO
Director
J R FREY, P.E.
City Engineer

- 11) Sand should be evenly distributed over the surface to fill small voids and absorb excess sealant if surface sealant is applied;
- 12) The repaired area shall be allowed to cool to 175 degrees F before opening to traffic.

Prior to opening the street, the applicant shall provide to the City Engineer a copy of the contract for any subcontractor providing work covered by this application. A minimum of 24-hours in advance of excavation, the contractor must call the Engineering Division at 508-324-2512 to request inspection services. Material specifications shall be provided to the City Engineer for all materials brought to the site for use as backfill, base course, and surface course.

24

CITY OF FALL RIVER, MASSACHUSETTS STREET OPENING APPLICATION AND PERMIT

Location To Be Opened		Permit Number	Date
714 Weetamoe St		G16-515	November 4, 2016
Assessors Plot and Lot Number: A.P. R-13 LOT 105			
153817 Applicant		24 Hour Contact Person	
Name: LIBERTY UTILITIES		Name: _____	
Address: P.O. BOX 911		Phone: _____	
City, State, Zip: FALL RIVER, MA. 02722		Mobile: _____	
Phone: 774-627-2544		Pager: _____	
Property Owner Information		Contractor must call Engineering Department at 508-324-2512 to request inspection services at least 24 hours in advance of all excavation, connection, backfill and/or patching operations.	
Name: _____			
Address: _____			
City, State, Zip: _____			
Phone: _____			
Excavation Information		Size of Opening	Existing Surface
3252 Purpose: New Gas Service		Length 6'	Sidewalk: X
Size Pipe: _____		Width 4'	Roadway: X
Pipe Material: _____		Depth 3'	Pr. Prop.
Type Connection: _____		Digsafe 20164405616	
Est. Start Date: _____		DEP 314 Permit Required: Yes No	
Est. Completion Date: _____		DEP 314 Submitted: Yes No	
I (We) hereby agree to be bound by the provisions of the ordinances of the City of Fall River governing openings in or under municipal streets and to such special conditions, restrictions and regulations as may be imposed by the City Engineer.			
Signature of Applicant: <i>[Signature]</i>		Date: November 4, 2016	

Contact Police Chief's office at 508-324-2787 to arrange for police detail.

(To be completed by Engineering Department)

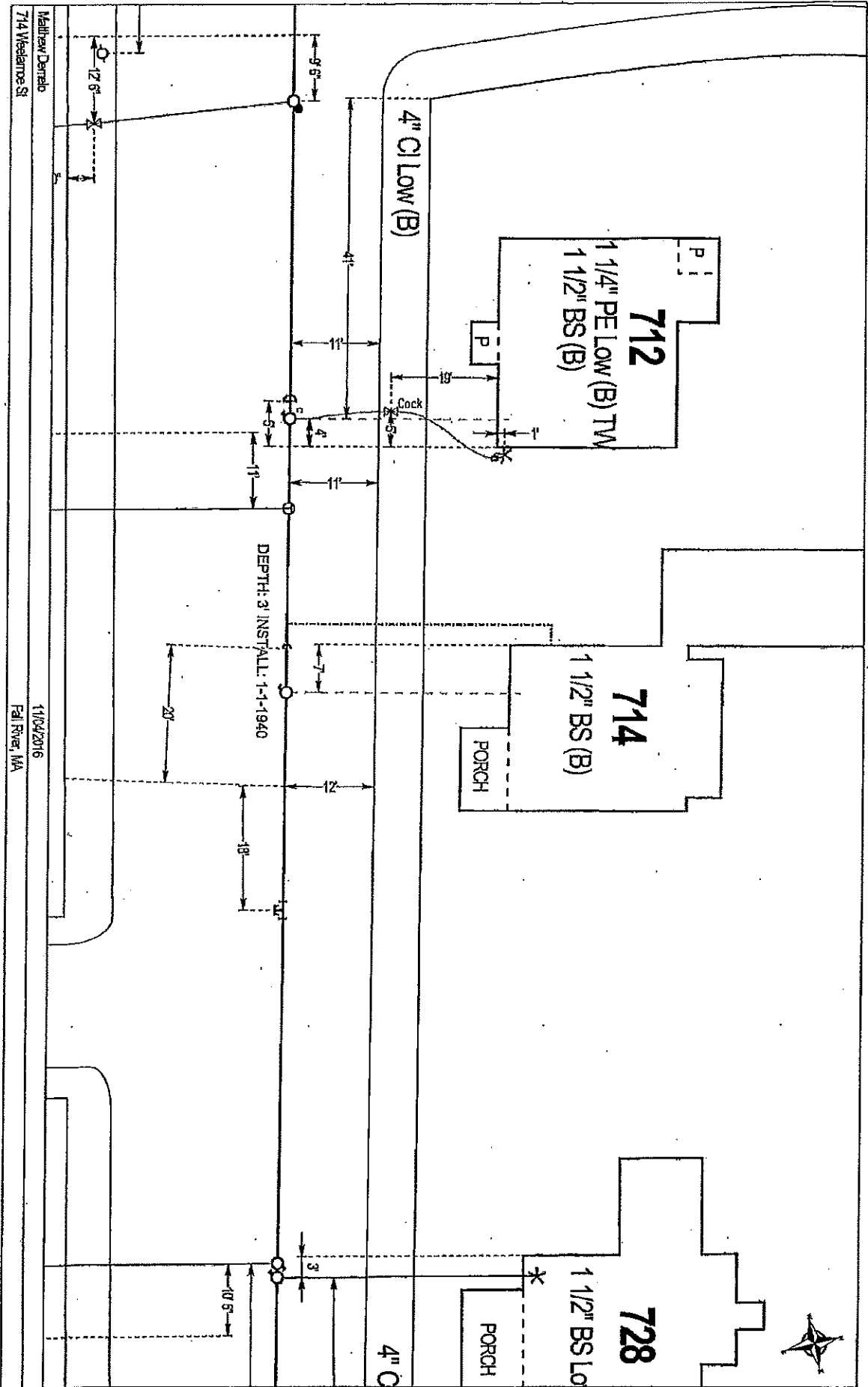
Surface Repairs Required	Inspection Dates
Temporary patch _____	Excavation _____
Permanent Patch _____	Connection _____
Flowable Fill _____	Temporary Patch _____
Infrared patch _____	Permanent Patch _____
Other (see below) _____	Roadway less than 5 years old: Yes No
Special Conditions	

Inspection Notes

The applicant is hereby authorized to make an opening in or under named street at the location designated; provided that all work is performed in accordance with the applicant's plans, the City ordinances, specifications and regulations governing street openings, and any special conditions set forth above or as may be imposed during the performance of the authorized work.

Signature of City Engineer: _____

Date: _____



25 a



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

November 17, 2016

CJ Ferry
300 Buffinton Street
Fall River, MA 02721

RE: Open Meeting Law Complaint

Dear Mr. Ferry:

Thank you for contacting the Attorney General's Office. On November 14, 2016, we received your Open Meeting Law complaint, which was originally received by the Fall River City Council on or about September 28, 2016. We will review your complaint and will contact you in the event that we require additional information. We will notify you of our determination following our Office's review.

Your complaint may be resolved through either a formal order or informal action. Formal orders contain a detailed discussion of the alleged violation, applicable legal requirements, and may order any of the remedies provided in G.L. c. 30A, § 23(c). If a complaint is appropriate for informal action, we will attempt to resolve the matter by speaking to the parties, followed by a brief letter noting whether or not there was a violation and what remedial action was taken.

For additional information on the Open Meeting Law and the complaint process, please visit our website at www.mass.gov/ago/openmeeting. Please do not hesitate to contact the Division of Open Government with any further questions.

Sincerely,

Kaitlin Maher
Paralegal
Division of Open Government

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

TYLER
FALL RIVER, MA

2016 NOV 21 A 11:30

RECEIVED

25a



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

November 28, 2016

CJ Ferry
300 Buffinton Street
Fall River, MA 02721

RE: Open Meeting Law Complaint

Dear Mr. Ferry:

Thank you for contacting the Attorney General's Office. On October 26, 2016, we received your Open Meeting Law complaint, which was originally received by the Fall River City Council on or about September 28, 2016. We will review your complaint and will contact you in the event that we require additional information. We will notify you of our determination following our Office's review.

Your complaint may be resolved through either a formal order or informal action. Formal orders contain a detailed discussion of the alleged violation, applicable legal requirements, and may order any of the remedies provided in G.L. c. 30A, § 23(c). If a complaint is appropriate for informal action, we will attempt to resolve the matter by speaking to the parties, followed by a brief letter noting whether or not there was a violation and what remedial action was taken.

For additional information on the Open Meeting Law and the complaint process, please visit our website at www.mass.gov/ago/openmeeting. Please do not hesitate to contact the Division of Open Government with any further questions.

Sincerely,

A handwritten signature in cursive script that reads "Kaitlin Maher".

Kaitlin Maher
Paralegal
Division of Open Government

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

CITY CLERK
FALL RIVER, MA

2016 NOV 30 A 11:01

RECEIVED



MAURA HEALEY
ATTORNEY GENERAL

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

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

25a

November 22, 2016

CJ Ferry
300 Buffinton Street
Fall River, MA 02721

RE: Open Meeting Law Complaint

Dear Mr. Ferry:

We understand that on September 28, 2016, you filed a complaint with the Fall River City Council ("Council"), alleging a violation of the Open Meeting Law, G.L. c. 30A, §§ 18-25. The 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 Council on November 16, 2016.

Under the Open Meeting Law, our office may only review your complaint after 30 days have passed from the time you first filed your complaint with the Council. G.L. c. 30A, § 23(b); 940 CMR 29.05(6). After 30 days, you may file a request with our office for further review of your complaint.

Thirty days have now passed since you first filed your complaint with the Council. However, our office currently has no record of a request for further review filed by you in this matter. Accordingly, we will presume that the action taken by the Council was sufficient and will close this file unless we receive a request for further review and a copy of the initial complaint by **Monday, December 12, 2016**.

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

Sincerely,

Kaitlin Maher
Paralegal
Division of Open Government

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

RECEIVED
2016 NOV 28
CITY CLERK
FALL RIVER, MA



OPEN MEETING LAW COMPLAINT FORM

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

25a
COPY

Please note that all fields are required unless otherwise noted.

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@comcast.net

Organization or Media Affiliation (If any):

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: City Council President Shawn E. Cadine, Linda Pereira, Richard Cabeceiras,
Steven A. Camara, Joseph Camara, Pam Laliberte-Lebeau, Stephen Long,
Raymond Mitchell, Cliff Ranta

Date of alleged violation: 09/19/2016

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.

On September 19, 2016, the Fall River City Council held a special posted City Council Meeting session.

Communication was sent to the Fall River City Council as a whole (all nine councilors) and to the Fall River City Clerk and the Clerk for the Fall River City Council via e-mail and United States Postal Mail.

During that meeting the City Council (as a whole) either mistakenly excluded or willfully and deliberately, refused to recognize, receive or place on file the communication dated September 19, 2016.

Such an act violates MGL 30A § 22 and as such this document may not be part of the records or minutes of this City Council meeting.

Reference to this meeting can be found at <http://vod.frgtv.us/video/183475498>

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.

Assessment of the maximum pecuniary fine
Mandatory OML Training of the City Council President
Require that all actions of the City Council meeting of September 19, 2016 be reversed and require that the Fall River City Council revisits each individual item and all subsequent items that were sent off to committee or action as the Fall River City Council willfully and deliberately violated MGL 30A and the rights of the people to participate

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: September 28, 2016





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

November 22, 2016

Patrick Higgins
P.O. Box 24
Swansea, MA 02777

RE: Open Meeting Law Complaint

Dear Mr. Higgins:

We understand that on October 11, 2016, you filed a complaint with the Fall River City Council (the "Council"), alleging a violation of the Open Meeting Law, G.L. c. 30A, §§ 18-25. The 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 Council on November 16, 2016.

Under the Open Meeting Law, our office may only review your complaint after 30 days have passed from the time you first filed your complaint with the Council. G.L. c. 30A, § 23(b); 940 CMR 29.05(6). After 30 days, you may file a request with our office for further review of your complaint.

Thirty days have now passed since you first filed your complaint with the Council. However, our office currently has no record of a request for further review filed by you in this matter. Accordingly, we will presume that the action taken by the Council was sufficient and will close this file unless we receive a request for further review and a copy of the initial complaint by **Monday, January 9, 2017**.

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

Sincerely,

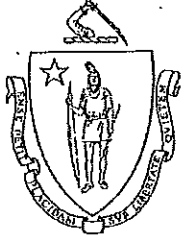
Kaitlin Maher
Paralegal
Division of Open Government

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

RECEIVED
2016 NOV 28 AM 11:11
CITY CLERK
FALL RIVER, MA

10/11/16
25 b

10/11/16
25b



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

November 22, 2016

Patrick Higgins
P.O. Box 24
Swansea, MA 02777

RE: Open Meeting Law Complaint

Dear Mr. Higgins:

Thank you for contacting the Attorney General's Office. On November 22, 2016, we received your Open Meeting Law complaint, which was originally received by the Fall River City Council on or about October 11, 2016. We will review your complaint and will contact you in the event that we require additional information. We will notify you of our determination following our Office's review.

Your complaint may be resolved through either a formal order or informal action. Formal orders contain a detailed discussion of the alleged violation, applicable legal requirements, and may order any of the remedies provided in G.L. c. 30A, § 23(c). If a complaint is appropriate for informal action, we will attempt to resolve the matter by speaking to the parties, followed by a brief letter noting whether or not there was a violation and what remedial action was taken.

For additional information on the Open Meeting Law and the complaint process, please visit our website at www.mass.gov/ago/openmeeting. Please do not hesitate to contact the Division of Open Government with any further questions.

RECEIVED
2016 NOV 28 AM 11
CITY CLERK
FALL RIVER, MA

Sincerely,

Kaitlin Maher
Paralegal
Division of Open Government

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



OPEN MEETING LAW COMPLAINT FORM

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

*1 rec'd via email
10-11-16 @ 10:37 PM*
256
COPY

Please note that all fields are required unless otherwise noted.

Your Contact Information:

First Name: Patrick Last Name: Higgins

Address: P.O. Box 24

City: Swansea State: MA Zip Code: 02777

Phone Number: +1 (508) 679-0160 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: Shawn E Cadime

Date of alleged violation: Oct 11, 2016

25b

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 Fall River City Council violated the open meeting law as follows:

Item No. 14 has no specifics, the listed meeting notice item stated: "Fall River Police Department Award Recipients and Retirees" with no other information or names provided.

The City Council in an attempt to comply with 2016-118, listed the dates of the 6 years of minutes to be accepted. City Council President Cadime accepted a motion from City Councilor Richard Cabeceiras to "take agenda items Numbered 27-54 as one package." The City Clerk read all of the subcommittees and dates and they voted on that motion. The City Council NEVER VOTED to accept the 6 years of minutes as directed by the Division of Open Government in 2016-118.

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.

Fine the council the \$1000 for their non-compliance with 2016-118.

Require the council to comply with the open meeting law as it relates to providing specifics on items placed on meeting notices.

Require the city councilors to take an open meeting law training.

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: *Jack Higgins*

Date: 10/11/16

For Use By Public Body	For Use By AGO
Date Received by Public Body	Date Received by AGO



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

November 29, 2016

CJ Ferry
300 Buffinton Street
Fall River, MA 02721

RE: Open Meeting Law Complaint

Dear Mr. Ferry:

Thank you for contacting the Attorney General's Office. On November 18, 2016, we received your Open Meeting Law complaint, which was originally received by the Fall River City Council on or about October 26, 2016. We will review your complaint and will contact you in the event that we require additional information. We will notify you of our determination following our Office's review.

Your complaint may be resolved through either a formal order or informal action. Formal orders contain a detailed discussion of the alleged violation, applicable legal requirements, and may order any of the remedies provided in G.L. c. 30A, § 23(c). If a complaint is appropriate for informal action, we will attempt to resolve the matter by speaking to the parties, followed by a brief letter noting whether or not there was a violation and what remedial action was taken.

For additional information on the Open Meeting Law and the complaint process, please visit our website at www.mass.gov/ago/openmeeting. Please do not hesitate to contact the Division of Open Government with any further questions.

Sincerely,

Kaitlin Maher
Paralegal
Division of Open Government

CITY CLERK
FALL RIVER
MA

2016 DEC - 1 A 11: 08

RECEIVED

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



OPEN MEETING LAW COMPLAINT FORM

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

COPY 25C

RECEIVED

Please note that all fields are required unless otherwise noted.

2016 OCT 26 P 3:56

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@comcast.net

Organization or Media Affiliation (if any):

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): City of Fall River City Council

Specific person(s), if any, you allege committed the violation: Shawn E. Cadime, et al

Date of alleged violation: Oct 25, 2016

25C

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.

I filed an Open Meeting Law complaint with the Fall River City Council on September 29, 2016 regarding their meeting of September 19, 2016 (See attached Complaint).

The Complaint was stamped as received by the Fall River City Clerk on October 3, 2016 at 12:42.

On October 11, 2016, the Fall River City Council as a whole voted to refer the Matter to the City of Fall River Corporate Counsel's Office. (See meeting agenda for City Council Meeting October 11, 2016).

To date, the Fall River City Council and the City of Fall River Corporate Counsel have failed to respond to the complaint as required under MGL 30A § 23(b).

These continual and recurring alleged violations of the Open Meeting Law appear to be deliberate.

RECEIVED
OCT 26 P 3:56
CITY CLERK
FALL RIVER, MA

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.

Order to comply with the Open Meeting Law
Order to attend mandatory Open Meeting Law trainings
Assessment of maximum pecuniary fines and assessments

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.

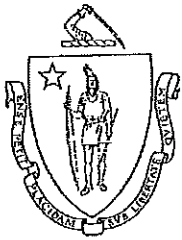
By signing below, I acknowledge that I have read and understood the provisions above and certify that the information I have provided is true and correct to the best of my knowledge.

Signed: _____

Date: October 26, 2016

For Use By Public Body	For Use By AGO
Date Received by Public Body	Date Received by AGO

11/2/16
25 d



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

December 2, 2016

Patrick Higgins
P.O. Box 24
Swansea, MA 02777

RE: Open Meeting Law Complaint

Dear Mr. Higgins:

Thank you for contacting the Attorney General's Office. On November 23, 2016, we received your Open Meeting Law complaint, which was originally received by the Fall River City Council on or about November 2, 2016. We will review your complaint and will contact you in the event that we require additional information. We will notify you of our determination following our Office's review.

Your complaint may be resolved through either a formal order or informal action. Formal orders contain a detailed discussion of the alleged violation, applicable legal requirements, and may order any of the remedies provided in G.L. c. 30A, § 23(c). If a complaint is appropriate for informal action, we will attempt to resolve the matter by speaking to the parties, followed by a brief letter noting whether or not there was a violation and what remedial action was taken.

For additional information on the Open Meeting Law and the complaint process, please visit our website at www.mass.gov/ago/openmeeting. Please do not hesitate to contact the Division of Open Government with any further questions.

Sincerely,

Kaitlin Maher
Paralegal
Division of Open Government

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

CITY CLERK
FALL RIVER, MA

2016 DEC -5 A 11:30

RECEIVED



OPEN MEETING LAW COMPLAINT FORM

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

*Rec'd 11/23/16
@ 2:01 pm*
25d
COPY

Please note that all fields are required unless otherwise noted.

Your Contact Information:

First Name: Patrick Last Name: Higgins

Address: P O Box 24

City: Swansea State: MA Zip Code: 02777

Phone Number: +1 (508) 679-0160 Ext.

Email: patrick@patrickhiggins.co

Organization or Media Affiliation (if any):

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: All Members

Date of alleged violation: Nov 2, 2016

25d

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 Fall River City Council has violated the Open Meeting Law as follows:
1. No member of the Fall River City Council has filed their signed certificate with the Fall River City Clerk as required by Section 20(h).

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.

1. Read the open meeting law materials and sign for them as required by Section 20(h) of the open meeting law forthwith.
2. Attend a formal open meeting law training session without delay.
3. The Division of Open Government should impose the statutory fine of \$1000 for this willful and intentional violation of 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: *John Higgins*

Date: 11/2/16

For Use By Public Body	For Use By AGO
Date Received by Public Body	Date Received by AGO

25 d

Alison Bouchard

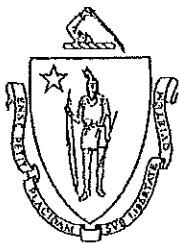
From: Patrick Higgins <patrick@patrickhiggins.co>
Sent: Thursday, December 08, 2016 2:17 PM
To: OpenMeeting (AGO); Joseph Macy; scadime.citycouncil@gmail.com; lindamp55@gmail.com
Cc: Richard Cabeceiras; Alison Bouchard; Ines
Subject: Withdrawal of Open Meeting Law complaint
Attachments: FR City Council Nov 2 2016 OML complaint.pdf
Importance: High

I have been notified by the City Clerk's office that City councilor Richard Cabeceiras has filed his 20(h) certificate so I am hereby withdrawing my request for further review of the attached open meeting law complaint; and request that this Open Meeting Law complaint be closed as they are now in full compliance with Section 20(h).

Thank you

Patrick Higgins

25d



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

December 9, 2016

Patrick Higgins
P.O. Box 24
Swansea, MA 02777

Dear Mr. Higgins:

We understand that on or about November 2, 2016, you filed a complaint with the Fall River City Council ("Council"), alleging a violation of the Open Meeting Law, G.L. c. 30A, §§ 18-25. Our office received a correspondence from you on November 23, 2016, stating that you had received a response from the Council regarding your complaint.

Under the Open Meeting Law, our office can review a complaint only after 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). Accordingly, our office will open an investigation once the complainant files a request for further review, along with a copy of the initial complaint, with the Division of Open Government after at least 30 days have passed. Our office received a correspondence on December 8, 2016, stating that you were satisfied with the response from the Council; thus, you are not requesting further review from our office.

We now consider this matter closed. Feel free to contact our office if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "K. Manganaro".

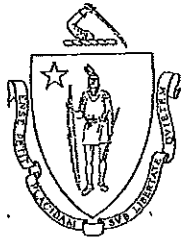
Kevin Manganaro
Assistant Attorney General
Division of Open Government

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

CITY CLERK
FALL RIVER, MA

2016 DEC - 9 P 12:45

RECEIVED



MAURA HEALEY
ATTORNEY GENERAL

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

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

November 22, 2016

Patrick Higgins
P.O. Box 24
Swansea, MA 02777

RE: Open Meeting Law Complaint

Dear Mr. Higgins:

Thank you for contacting the Attorney General's Office. On November 17, 2016, we received your Open Meeting Law complaint, which was originally received by the Fall River City Council on or about September 25, 2016. We will review your complaint and will contact you in the event that we require additional information. We will notify you of our determination following our Office's review.

Your complaint may be resolved through either a formal order or informal action. Formal orders contain a detailed discussion of the alleged violation, applicable legal requirements, and may order any of the remedies provided in G.L.c. 30A, § 23(c). If a complaint is appropriate for informal action, we will attempt to resolve the matter by speaking to the parties, followed by a brief letter noting whether or not there was a violation and what remedial action was taken.

For additional information on the Open Meeting Law and the complaint process, please visit our website at www.mass.gov/ago/openmeeting. Please do not hesitate to contact the Division of Open Government with any further questions.

Sincerely,

Kaitlin Maher
Paralegal
Division of Open Government

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

RECEIVED
2016 NOV 28 AM 10:10
CITY CLERK
FALL RIVER, MA

RE 9/7/16 25



OPEN MEETING LAW COMPLAINT FORM

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

copy 252

Please note that all fields are required unless otherwise noted.

Your Contact Information:

First Name: Patrick Last Name: Higgins

Address: P O Box 24

City: Swansea State: MA Zip Code: 02777

Phone Number: +1 (508) 679-0160 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 Subcommittee on Real Estate

Specific person(s), if any, you allege
committed the violation: City Councilor Cliff Ponte

Date of alleged violation: Sep 7, 2016

258

Description of alleged violation:

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

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

On September 1, 2016, OML Determination No. 2016-117 was issued finding that the City Council of Fall River violated the Open Meeting Law by allowing City Councilors who were not members of the sub committee to sit in their "official City Council" seats in the Council chamber and to actively participate in the sub committee meetings which they are not a member of.

On September 7, 2016, Councilor Cliff Ponte attended the Fall River City Council sub committee meeting of the Committee on Real Estate and was addressed as "Councilor" when he was allowed to speak on agenda items by the Chairman. See <http://vod.frgtv.us/video/181920829>

Since no timely appeal had been filed in Superior Court on 2016-117 on September 7, 2016, there was no stay in effect and this is a willful and deliberate violation of the City Council after having been put on notice that this conduct violates 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.

The Division of Open Government should find that the Fall River City Council has willfully violated the open meeting law and impose the statutory fine of \$1000.

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: 9/25/16



REGULAR MEETING OF THE CITY COUNCIL

MEETING: Tuesday, November 8, 2016, 2016 at 7:00 p.m.
Council Chamber, One Government Center

PRESENT: President Shawn E. Cadime, presiding;
Councilors Richard Cabeceiras, Joseph D. Camara, Steven A. Camara,
Stephen R. Long, Pam Laliberte-Lebeau, Raymond A. Mitchell,
Linda M. Pereira and Cliff Ponte

ABSENT: None

IN ATTENDANCE: None

President Shawn E. Cadime called the meeting to order at 7:00 p.m. with a moment of silence followed by a salute to the flag and announced that the meeting may be recorded with audio or video and transmitted through any medium.

On a motion made by Councilor Linda M. Pereira and seconded by Councilor Raymond A. Mitchell it was unanimously voted to allow two citizens to speak, as they arrived too late to speak at Citizen Input and they wanted to speak about a resolution that is on tonight's agenda.

On a motion made by Councilor Raymond A. Mitchell and seconded by Councilor Linda M. Pereira it was unanimously voted to waive the rules to allow the following non Fall River residents to speak about item number 5 on the agenda.

Terry Chung, 285 Old Westport Road, North Dartmouth, MA 02747
Kathleen Monahan, 285 Old Westport Road, North Dartmouth, MA 02747

PRIORITY MATTERS

1. Transfers and appropriations
 - a. \$1,229,753 to the EMS Stabilization Fund from the EMS Enterprise Fund Fiscal Year 2016 Surplus Revenue (Free Cash)
On a motion made by Councilor Raymond A. Mitchell and seconded by Councilor Cliff Ponte, it was voted 9 yeas to adopt the order.
 - b. \$94,000 to the EMS Capital Outlay Account from the EMS Stabilization Fund
On a motion made by Councilor Raymond A. Mitchell and seconded by Councilor Linda M. Pereira, it was voted 9 yeas to adopt the order.

c. \$175,000 to the Reserve Account from Municipal Receipts
On a motion made by Councilor Raymond A. Mitchell and seconded by Councilor Stephen R. Long, it was voted 8 yeas, 1 nay to adopt the order with Councilor Richard Cabeceiras voting in the negative.

d. \$20,175.25 to the Veteran's Services Salary Account from the Veteran's Services Medical and Surgical Account
On a motion made by Councilor Raymond A. Mitchell and seconded by Councilor Stephen R. Long it was voted 9 yeas to adopt the order.

2. Mayor and order confirming appointment and approving employment agreement of John D. Lynch to the position of Fire Chief
On a motion made by Councilor Joseph D. Camara and seconded by Councilor Cliff Ponte, it was voted 9 yeas to adopt the order.

PRIORITY COMMUNICATIONS

3. Planning Board recommending naming of bridge at the junction of Jefferson, Quarry Quequechan Streets in honor of the late Edmond J. Desmarais
On a motion made by Councilor Raymond A. Mitchell and seconded by Councilor Cliff Ponte, it was voted 9 yeas to adopt the order.

4. Traffic Commission recommending amendments to the traffic ordinances
On a motion made by Councilor Raymond A. Mitchell and seconded by Councilor Cliff Ponte, it was unanimously voted to refer the communication to the Committee on Ordinances and Legislation.

COMMITTEE REPORTS – None

ORDINANCES – None

RESOLUTIONS

5. City Council acknowledges that freedom from domestic violence is a fundamental human right
On a motion made by Councilor Raymond A. Mitchell and seconded by Councilor Richard Cabeceiras, it was unanimously voted to adopt the resolution.

6. Committee on Ordinances and Legislation convene with Corporation Counsel to discuss possibility of separating cemeteries from the Board of Park Commissioners
Councilor Steven A. Camara stated that he believes what is needed is a Park Department and a Cemetery Department. He feels there is a good reason why they are together, as much of the same work that is performed in parks is also performed in cemeteries, maintenance of the landscapes and maintenance of roads and walkways, but he will support the resolution with the understanding that it be something to be considered. On a motion made by Councilor Raymond A. Mitchell and seconded by Councilor Cliff Ponte, it was unanimously voted to adopt the resolution.

CITATIONS

7. Jason M. Rua – 2016 Roger Valcourt Memorial Outstanding Citizen of the Year
On a motion made by Councilor Raymond A. Mitchell and seconded by Councilor Richard Cabeceiras, it was unanimously voted to adopt the citation.

ORDERS – HEARINGS

Curb removal:

8. Nelson Antunes, 985 Ray Street – 29.2 feet at 985 Ray Street
On a motion made by Councilor Raymond A. Mitchell and seconded by Councilor Cliff Ponte, it was unanimously voted to adopt the order.

Revocation of a permit for the storage of inflammables:

9. Fall River News Co., 138-144 Robeson Street
On a motion made by Councilor Raymond A. Mitchell and seconded by Councilor Steven A. Camara, it was unanimously voted to adopt the order.

ORDERS – MISCELLANEOUS

10. Police Chief's report on licenses
On a motion made by Councilor Raymond A. Mitchell and seconded by Councilor Cliff Ponte, it was unanimously voted to adopt the order.

11. Auto Repair Shop license renewal – Paul Faria d/b/a A and R Auto at 1741 Stafford Road
On a motion made by Councilor Raymond A. Mitchell and seconded by Councilor Stephen R. Long, it was unanimously voted to adopt the order.

COMMUNICATIONS – INVITATIONS – PETITIONS

12. Claims
On a motion made by Councilor Raymond A. Mitchell and seconded by Councilor Cliff Ponte, it was unanimously voted to refer the claims to Corporation Counsel.

13. Drainlayer license – Joseph Botti Co, Inc.
On a motion made by Councilor Raymond A. Mitchell and seconded by Councilor Cliff Ponte, it was unanimously voted to approve the drainlayer license.

On a motion made by Councilor Raymond A. Mitchell and seconded by Councilor Richard Cabeceiras, it was unanimously voted to take items #14 through #16 together.

14. Open Meeting Law complaint from CJ Ferry regarding September 13, 2016
City Council Meeting

15. Open Meeting Law complaint from CJ Ferry regarding September 19, 2016
City Council Meeting

16. Open Meeting Law complaint from Patrick Higgins regarding City Council members
not filing receipt of Open Meeting Law Materials

On a motion made by Councilor Raymond A. Mitchell and seconded by Councilor Linda M. Pereira, it was unanimously voted to refer items #14 through #16 to Corporation Counsel. Councilor Linda M. Pereira asked if Corporation Counsel could give an update of what is happening with these complaints. Councilor Steven A. Camara would like to have Corporation Counsel and a representative from the Attorney General's Office invited for a training session on the Open Meeting Law, if that would be appropriate. Council President Shawn E. Cadime stated that someone could file a resolution to have Corporation Counsel attend a meeting to discuss this matter further.

17. Fall River Contributory Retirement Board's 2017 Budget
On a motion made by Councilor Raymond A. Mitchell and seconded by Councilor Steven A. Camara, it was unanimously voted that the communication be accepted and placed on file.

18. PERAC regarding appropriation for Fiscal Year 2018
On a motion made by Councilor Raymond A. Mitchell and seconded by Councilor Stephen R. Long, it was unanimously voted that the communication be accepted and placed on file.

19. Fall River Taxi Service requesting five additional taxi medallions
On a motion made by Councilor Raymond A. Mitchell and seconded by Councilor Linda M. Pereira, it was unanimously voted to refer the communication to the Committee on Ordinances and Legislation.

20. The Children's Holiday Parade requesting permission to place banners on the Government Center railing from December 2, 2016 to December 4, 2016
Councilor Steven A. Camara requested that a city employee install the banners on Government Center, to ensure they are correctly installed. On a motion made by Councilor Raymond A. Mitchell and seconded by Councilor Stephen R. Long, it was unanimously voted to approve the request.

On a motion made by Councilor Raymond A. Mitchell and seconded by Councilor Linda M. Pereira, it was unanimously voted to take items #21 through #25 together.

- 21. Planning Board Minutes – September 14, 2016
 - 22. Planning Board Minutes – October 4, 2016
 - 23. Zoning Board of Appeals Minutes – June 16, 2016
 - 24. Zoning Board of Appeals Minutes – August 18, 2016
 - 25. Zoning Board of Appeals Minutes – September 15, 2016
- On a motion made by Councilor Raymond A. Mitchell and seconded by Councilor Richard Cabeceiras, it was unanimously voted to approve items #21 through #25.*

On a motion made by Councilor Richard Cabeceiras and seconded by Councilor Raymond A. Mitchell, it was unanimously voted to take items #26 through #36 together.

City Council Committee/Meeting Minutes:

- 26. City Council Public Hearings – September 13, 2016
 - 27. City Council Public Hearings – September 27, 2016
 - 28. Committee on Finance – September 13, 2016
 - 29. Committee on Finance – September 27, 2016
 - 30. Committee on Finance – October 25, 2016
 - 31. Committee on Real Estate – September 7, 2016
 - 32. Committee on Regulations – October 24, 2016
 - 33. Committee on Budget Preparation, Revenue and Audits – October 24, 2016
 - 34. City Council Meeting – September 27, 2016
 - 35. City Council Meeting – October 11, 2016
 - 36. City Council Meeting – October 25, 2016
- On a motion made by Councilor Raymond A. Mitchell and seconded by Councilor Stephen R. Long, it was unanimously voted to approve items #26 through #36.*

BULLETINS – NEWSLETTERS – NOTICES

- 37. Notice of Casualty and Loss at 54 Gardiner Avenue
On a motion made by Councilor Raymond A. Mitchell and seconded by Councilor Richard Cabeceiras, it was unanimously voted that the notice be accepted and placed on file.

ITEMS FILED AFTER THE AGENDA WAS PREPARED:

COMMITTEE REPORTS

Committee on Finance recommending:

Referral to the Committee on Ordinances and Legislation:

Communication and order – Establishment of revolving fund for maintenance of moorings

On a motion made by Councilor Raymond A. Mitchell and seconded by Councilor Richard Cabeceiras, it was unanimously voted to refer the communication and order to the Committee on Ordinances and Legislation.

Grant leave to withdraw:

Resolution – Reinstatement of switchboard operator position at Government Center

On a motion made by Councilor Raymond A. Mitchell and seconded by Councilor Steven A. Camara, it was unanimously voted to grant the resolution leave to withdraw.

On a motion made by Councilor Raymond A. Mitchell and seconded by Councilor Linda M. Pereira, it was unanimously voted to adjourn at 7:27 p.m.

List of documents and other exhibits used during the meeting:

Agenda packet (attached)

CD and DVD of meeting

A true copy. Attest:

Alison M. Bouchard

City Clerk

COMMITTEE ON FINANCE

MEETING: Tuesday, November 1, 2016 at 5:30 p.m.
Council Chamber, One Government Center

PRESENT: President Shawn E. Cadime, presiding;
Councilors Richard Cabeceiras, Joseph D. Camara,
Steven A. Camara, Pam Laliberte-Lebeau, Raymond A. Mitchell,
Linda M. Pereira and Cliff Ponte

ABSENT: Councilor Stephen R. Long

IN ATTENDANCE: Cathy Ann Viveiros, City Administrator
Michael Keane, Friends of Oak Grove Cemetery; Historical
Commission
Antone Dias, Chair, Historical Commission
Jason Caminiti, Board of Park Commissioners
David Rebello, Vice-Chair, Board of Park Commissioners
Adriano J. Ponceano, Director of Community Maintenance
Jeffrey Silvia, Chair, Board of Park Commissioners

The chair called the meeting to order at 5:32 p.m. and announced that the meeting may be recorded with audio or video and transmitted through any medium.

Councilor Stephen R. Long arrived at 5:34 p.m.

Public Comment:

Michael DeAlmeida, 57 Elsbree Street
Joan Keough, 411 Winter Street
Jacqueline Smith Cuzzone, 700 Shore Drive

Agenda:

1. Discussion of resolution regarding the removal of cemetery planters and urns from Oak Grove Cemetery (adopted, as amended 10-11-16)

Photos of the damaged flower boxes were shown at the meeting.

Councilor Linda M. Pereira stated that she first learned of the incident when she received a call from a resident very early on September 28, 2016. The resident was very upset and stated that there was a pile of broken planters in Oak Grove Cemetery. Councilor Raymond A. Mitchell asked the City Administrator what had been done to correct this situation and prevent it from happening again. The City Administrator stated that the Mayor had appointed two new members to the Board of Park Commissioners. One is also a member of the Historical Commission and one is a representative of the veterans group. The City Administrator stated that Nancy Smith had resigned from her duties as the Interim Director of Cemeteries and the Mayor has appointed John Perry as the Interim Director of Cemeteries.

Councilor Steven A. Camara asked what happened at the September 14, 2016 Board of Park Commissioners Meeting that initiated this clean-up. David Rebello, Vice-Chair of the Board of Park Commissioners stated that the Board voted 4 yeas, 1 nay to remove all unwanted items from gravesites, as they had been receiving complaints that there were too many items on graves. Councilor Steven A. Camara asked when the clean-up went from removing flowers and trinkets to removing cement flower boxes. Jeffrey Silvia, Chair of the Board of Park Commissioners stated that the clean-up may have gone a little too far.

Antone Dias stated that North Burial Ground, which was the first cemetery in the city, is a rectangular, grid style cemetery and Oak Grove Cemetery is a park style cemetery. In 1983 both cemeteries were placed on the National Register of Historic Places.

At 7:06 p.m. City Council President Shawn E. Cadime stated that the City Council would take a five minute recess to repair the microphones. The Council reconvened at 7:12 p.m.

Councilor Stephen R. Long stated that he is upset that no one is taking responsibility for the actions taken at Oak Grove Cemetery, which is sacred ground. He extended an apology to the citizens of Fall River because this never should have happened.

Councilor Joseph D. Camara asked if all the planters had been removed or just some of them. David Rebello stated that only some were removed and when complaints were received, the clean-up stopped.

Councilor Pam Laliberte-Lebeau stated that a clean-up had been conducted in March to remove broken plastic pots, deflated balloons and teddy bears and were thrown in a pile to be discarded, which was unfortunate, but those are the rules and we must abide by the rules. She stated that she does not believe what happened last month was the same. These were historic items that were ripped from graves and carelessly and callously put in a big heap and broken. She asked the City Administrator, that since there are only five employees that work in the cemetery, did anyone ask them what happened. The City Administrator stated that some information has been collected to date, but we do need to follow the collective bargaining requirements in terms of gathering information and then take whatever steps are allowed. Councilor Pam Laliberte-Lebeau asked how many graves were involved. Michael Keane stated about 200 graves.

Councilor Cliff Ponte stated that what happened in March, happened again with no notification and no accountability. He is hopeful that regulations be established as soon as possible.

Councilor Linda M. Pereira stated that Margaret Yates who had passed away in 1938 had an iron marker on her grave and it was okay for 78 years and now it's a problem. She also stated that maybe a funeral director could be appointed to the Board of Park Commissioners.

David Rebello stated that the Board of Park Commissioners received complaints that the cemetery looked "trashy". He stated that there were many other complaints that were stated more strongly. He also mentioned that Councilor Linda M. Pereira attempted to separate cemeteries from the Board of Park Commissioners a few years ago and it was discovered that Massachusetts General Law prohibits it.

Council President Shawn E. Cadime stated that Massachusetts General Law does not state that you cannot have a separate division for parks and cemeteries; it is only at the Board level that they are one.

Councilor Linda M. Pereira stated that she feels there should be a Director of Cemeteries and a Director of Parks.

On a motion made by Councilor Raymond A. Mitchell and seconded by Councilor Linda M. Pereira, it was unanimously voted to adjourn at 8:17 p.m.

List of documents and other exhibits used during the meeting:

Agenda packet (attached)

CD and DVD of meeting

Photos of damaged flower boxes

Pictures presented by Jacqueline Kuzone

Page with urns that can be purchased today presented by the City Administrator

Guidelines from Mass Historical Commission presented by the City Administrator

Colleen A. Taylor
Clerk of Committees

COMMITTEE ON PUBLIC SAFETY

MEETING: Wednesday, November 16, 2016 at 6:45 p.m.
Letourneau Elementary School, 323 Anthony Street

PRESENT: Councilor Pam Laliberte-Lebeau, presiding
Councilors Richard Cabeceiras and Cliff Ponte

ABSENT: None

IN ATTENDANCE: Laura Ferreira, Director of Traffic
Cathy Ann Viveiros, City Administrator
Kenneth C. Pacheco, Chief Operating Officer, Fall River School Dept.
Carlos Cesar, President, Flint Neighborhood Association
M. Earle Gaudette, Maplewood Neighborhood Association
Joseph I. Macy, Corporation Counsel
Michael Miozza, 84 Holland Street
Monica Sousa, Community Development Outreach Coordinator
Gerald Montigny, 98 Progress Street
Brian Raposo, Principal, Letourneau Elementary School
Councilor Steven A. Camara
Jane Benevides, 22 Margaret Court
Melanie Leite, 967 Montgomery Street
Matthew Silvia, Secretary, St. Anne's Neighborhood Association

The chair called the meeting to order at 6:48 p.m. and announced that the meeting may be recorded with audio or video and transmitted through any medium.

Agenda:

1. Resolution – Committee on Public Safety meet to discuss replacement of street light across from 1667 South Main Street
On a motion made by Councilor Cliff Ponte and seconded by Councilor Richard Cabeceiras, it was unanimously voted to lift the item from the table. Corporation Counsel stated that if a street light needs to be replaced after being hit by a vehicle, it is either replaced by Bartlett or Bishop Electric. If the City has information of who knocked down the pole, then Bartlett will replace the pole and bill the insurance company of the operator of the vehicle. If the City has no information, a hit and run accident, then Bishop Electric replaces the pole and bills the City. The City Administrator stated that in order for the City to know that a street light has been knocked down, there needs to be a police report and if a police report was never generated then the City is unaware of the situation. Michael Miozza stated that residents should not have to wait four years to have a street light replaced. A motion was made by Councilor Cliff Ponte to grant the resolution leave to withdraw, but received no second. On a further motion made by Councilor Richard Cabeceiras and seconded by Councilor Cliff Ponte, it was unanimously voted to table the resolution.

2. Resolution – Discuss installing a pedestrian crossing light on Milliken Boulevard in the area of Dunkin Donuts
Former City Councilor Michael Miozza, the sponsor of the resolution gave a brief history of why he had filed this resolution. The Director of Traffic stated that this area has been completely updated with a pedestrian crossing light, cross walks and ADA ramps. On a motion made by Councilor Ponte and seconded by Councilor Richard Cabeceiras, it was unanimously voted to recommend the resolution be granted leave to withdraw.

3. Resolution – Discuss traffic problems that exist in and around the Letourneau School on Anthony Street

Gerald Montigny stated that Stafford Road is a main route for police, fire and emergency medical vehicles and Progress Street is totally congested when school is released. Councilor Cliff Ponte asked if there were any crossing guards and it was stated by Kenneth C. Pacheco, Chief Operating Officer for the School Department that there are presently two, but he is looking to add another crossing guard to be located at Progress Street. Mr. Pacheco also stated that there were many citations given out today for parking violations in the area of the Letourneau School. Brian Raposo, Principal of the Letourneau School stated that parents of all students will be notified about traffic patterns and parking. Laura Ferreira, Director of Traffic stated that one solution was to make Anthony Street a one-way, but the neighbors did not want that. The Principal stated that dismissal time is more difficult than arrival because identifications of parents that are unfamiliar to teachers must be checked, causing vehicles to be parked for a longer period of time. On a motion made by Councilor Richard Cabeceiras and seconded by Councilor Cliff Ponte, it was unanimously voted to table the resolution.

4. Discussion re: issues and concerns related to public safety throughout the city
 Melanie Leite questioned the status of the pedestrian crossing light that was at the intersection of Middle Street and Broadway. There was a pedestrian crossing light at this intersection that was not working and has been removed and with the water and sewer work being done on Middle Street, she questioned if this will be replaced? Chair Laliberte-Lebeau stated that this would be the time to replace these street lights, while the street is under construction. The Director of Traffic stated that the replacement of these street lights would cost approximately \$250,000 and there was no funding for this to be done at this time. She also stated that the street lights at the intersection of Eastern Avenue and Bedford Street are from 1952 and also need upgrading. Matthew Silvia asked if this intersection can at least be put on the list for street light improvements and he distributed a request from the St. Anne's Neighborhood Association.

On a motion made and seconded, it was unanimously voted to adjourn at 8:18 p.m.

List of documents and other exhibits used during the meeting:

Agenda packet (attached)
 CD and DVD of meeting
 Letter from St. Anne's Neighborhood Association

William A. Taylor
 Clerk of Committees

COMMITTEE ON ECONOMIC DEVELOPMENT AND TOURISM

MEETING Tuesday, November 29, 2016 at 5:30 p.m.
Council Chamber, Government Center

PRESENT Councilor Stephen R. Long, presiding
Councilors Richard Cabeceiras and Steven A. Camara

ABSENT None

IN ATTENDANCE Chief John D. Lynch, Fall River Fire Department
Cathy Ann Viveiros, City Administrator
Jasiel F. Correia II, Mayor
Karl Hetzler, President
H & S Tool and Engineering, Inc.
777 Airport Road, Fall River, MA 02720
John Cavanagh, Director of Engineering
Blount Fine Foods
630 Currant Road, Fall River, MA 02720
Laura Ferreira, Director of Traffic
Robert A. Mellion, Esq., President and CEO,
Fall River Area Chamber of Commerce
200 Pocasset Street, Fall River, MA 02721
Tyler Hutchens, Network Manager/Marketing
Raw Seafoods
481 Currant Road, Fall River, MA 02720
Rick Simone, President
EGN Consulting, LLC
83 Jencks Hill Road, Lincoln, RI 02865
Dana DiPaolo, Creative Director
Figmint's Delicious Designs, LLC
163 Exchange Street, Suite 101, Pawtucket, RI 02860
John Otterbein, Brand Strategist
Figmint's Delicious Designs, LLC
163 Exchange Street, Suite 101, Pawtucket, RI 02860

The chairman called the meeting to order at 5:37 p.m. and announced that the meeting may be recorded with audio or video and transmitted through any medium.

On a motion made by Councilor Richard Cabeceiras and seconded by Councilor Steven A. Camara, it was unanimously voted to take item #3 out of order.

Agenda:

3. Resolution – Committee on Economic Development and Tourism convene to discuss technology for fire safety, suppression and reporting systems in the area of the Fall River Industrial Park

Councilor Richard Cabeceiras asked what the cost would be to businesses for the new radio frequency alarm system boxes. The Fire Chief stated the approximate cost would be between \$2,500 and \$5,000. The City Administrator stated that businesses will no longer need a dedicated telephone line, so there will be a monthly cost savings. The Fire Chief also stated that this new wireless system for fire reporting will provide a quicker response time and the boxes require very little maintenance. The batteries only need to be replaced every five years. Chairman Stephen R. Long asked the City Administrator to have Corporation Counsel review the City Ordinances relating to fire reporting systems and submit any necessary changes to the City Council for action. On a motion made by Councilor Richard Cabeceiras and seconded by Councilor Steven A. Camara, it was unanimously voted to table the resolution.

4. Resolution – Committee on Economic Development and Tourism convene to discuss traffic patterns and road maintenance in and around the Industrial Park

John Cavanagh, Director of Engineering for Blount Fine Foods distributed a memo from the Fall River Industrial Park Association regarding communications upgrades.

The Director of Traffic stated that signs were placed informing large trucks to use Innovation Way instead of Wilson Road. Mass DOT also installed signs on the highway with instructions for trucks to use Innovation Way and this has been very helpful. Karl Hetzler stated that Airport Road is the main road for the Industrial Park and if the City can keep Airport Road on the list for maintenance that would be greatly appreciated.

The President of the Fall River Area Chamber of Commerce stated that businesses have been working hard in the Industrial Park for the past 5 to 8 years and it was unfair that he was only allowed three minutes to speak at the Tax Classification Public Hearing. Councilor Steven A. Camara stated that the tax factor is not on the agenda and we need to be mindful of what topics are on the agenda, due to Open Meeting Laws. On a motion made by Councilor Steven A. Camara and seconded by Councilor Richard Cabeceiras, it was unanimously voted to table the resolution.

1. Resolution – Committee on Economic Development and Tourism invite Robert Mellion, President and CEO of Fall River Chamber of Commerce, to hear Chamber's ideas on a branding initiative

On a motion made by Councilor Steven A. Camara and seconded by Councilor Richard Cabeceiras, it was unanimously voted to lift the resolution from the table. The President and CEO of the Fall River Chamber of Commerce gave an overview regarding the tourism brochures that were distributed.

A PowerPoint presentation was made by Figmint regarding the Fall River Brand Strategy. The term "Make It Here" was discussed as the new brand for Fall River. John Otterbein from Figmint read the following:

"Make It Here" is as much of an invitation as it is a proclamation. It embraces Fall River's rich history and present day reputation, showing Fall River in its true light. It pulls forward insights from periods of abundant immigration, prolific manufacturing, and rampant hope, helping us see Fall River's potential and your place in it. It rouses and instills ambition, aspiration, and achievement. It's a rallying cry for the dream-chasers, a mantra for the hard-worker, an invitation for all to find their way in Fall River. Because they can make it here, in Fall River, whether it's a device, a dream, a destination, or the chance at a fresh start at a new day.

Mayor Jasiel F. Correia II stated that by forming a Tourism Council, Fall River will be able to apply for grant monies from the state with matching funds. Councilor Steven A. Camara stated

that he would like to see an exclamation point after the statement, "Make It Here!". On a motion made by Councilor Steven A. Camara and seconded by Councilor Richard Cabeceiras, it was unanimously voted to table the matter.

2. Order – That the sum of \$30,000 be transferred from the Mayor's Office Salaries to the Mayor's Office Expenditures for the launching of the City's branding initiative. The City Administrator gave an update on the \$30,000 transfer. On a motion made by Councilor Steven A. Camara and seconded by Councilor Richard Cabeceiras, it was unanimously voted to recommend the order be adopted.

On a motion made and seconded, it was unanimously voted to adjourn at 7:48 p.m.

List of documents and other exhibits used during the meeting:

Agenda packet (attached)

CD and DVD of meeting

Fall River Industrial Park Association Communications Update distributed by John Cavanagh

Materials presented by the Fall River Area Chamber of Commerce

Fall River Brand Strategy PowerPoint presentation by Figmint

Colleen A. Taylor
Clerk of Committees