



**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

**MARCH 13, 2017**  
**MEETINGS SCHEDULED FOR NEXT WEEK**  
**CITY COUNCIL CHAMBER, ONE GOVERNMENT CENTER**

**TUESDAY, MARCH 21, 2017**

**AGENDA**

**5:15 P.M. COMMITTEE ON ORDINANCES AND LEGISLATION**

**5:45 P.M. CITY COUNCIL PUBLIC HEARINGS OR IMMEDIATELY FOLLOWING THE COMMITTEE ON ORDINANCES AND LEGISLATION IF THAT MEETING RUNS PAST 5:45 P.M.**

**Auto Repair Shop License**

1. Timothy Cabral, 1 Old Slab Bridge Road, Assonet, MA, d/b/a Aberdeen Auto LLC, for a license to operate an auto repair shop at 163-165 Aberdeen Street, on Lot F-7-115, Assessors Plan.

**Curb Removals**

2. Lidia Cardoso, 192 Haffards Street, requests the removal of 14 feet of curbing with an existing 9 foot driveway for a total of 23 feet at 192 Haffards Street to allow access to multiple off-street parking spaces.
3. Matthew Hiscock, 946 Walnut Street, requests the removal of 40.6 feet of curbing with an existing 21 foot driveway for a total of 61.6 feet at 946 Walnut Street to allow improved vehicle access to on-site parking and garages.

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

1. \*Transfers and appropriations (see #1 below)
2. \*Order - Oak Grove Cemetery \$99,630 for iron and stone work from CPA funds (ref. 2-21-17)
3. \*Collective bargaining agreement for Teamsters Local 251 Public Works Unit (ref. 2-21-17)
4. \*Collective bargaining agreement for IAFF Local 1314 Fall River Firefighters (ref. 2-21-17)

**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. \*Transfers and appropriations (see #1 Finance)
2. \*Mayor and order for emergency CPA funding for an elevator at the Maritime Museum (formerly the Marine Museum)
3. \*Mayor requesting amendment to Section 42-1(c) of city ordinances re: regulation and maintenance of vacant and foreclosing residential properties

**PRIORITY COMMUNICATIONS**

4. Traffic Commission recommending amendments to the traffic ordinances

**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](mailto:city_clerks@fallriverma.org)

## **COMMITTEE REPORTS**

### Committee on Ordinances and Legislation recommending:

#### First Reading:

5. \*Proposed ordinance – Traffic, miscellaneous

#### All readings with Emergency Preamble:

6. \*Proposed ordinance – Traffic, handicapped parking

#### Adoption, as amended:

7. \*Resolution – removal of city employees from boards and commissions

#### Adoption:

8. \*Order - Corporation Counsel prepare home rule petition to separate cemeteries from Board of Park Commissioners

#### Grant leave to withdraw:

9. \*Communication – City resident requesting cap on tobacco licenses

### Committee on Public Works and Transportation recommending:

#### Grant leave to withdraw:

10. \*Order – curb removal - Robert Maynard, 394 Hancock Street – total of 44 feet at 394 Hancock Street
11. \*Orders – To install backhaul transport equipment on new single utility pole locations with electricity connection for Mobilitie, LLC, as follows:
  - a. West of the intersection of Pleasant and Thirteenth Street on Pleasant Street
  - b. East of the intersection of Pleasant and Eighth Streets on Pleasant Street
  - c. Southwest of the intersection of Highland Avenue and Prospect Street on Highland Avenue
  - d. Southwest of the intersection of Prospect and Hanover Streets on Hanover Street
  - e. Northeast of the intersection of Bedford Street and Stonehaven Road on Stonehaven Road
  - f. Northwest of the intersection of North Main and Cherry Streets on Cherry Street
  - g. Southwest of the intersection of Seventeenth and Pleasant Streets on Seventeenth Street
  - h. East of the intersection of Pine and High Streets on Pine Street
  - i. Northeast of the intersection of Graham and Currant Roads on Graham Road
  - j. Northeast of the intersection of Rodman and Lonsdale Streets on Rodman Street
  - k. Northeast of the intersection of Dover and Snell Streets on Dover Street
  - l. South of the intersection of Elsbree and Montgomery Streets on Elsbree Street
  - m. Northeast of the intersection of Plymouth Avenue and Tecumseh Street on Plymouth Avenue
  - n. Northeast of the intersection of Orange and Pine Streets on Orange Street

## **ORDINANCES** – None

## **RESOLUTIONS**

12. \*Committee on Ordinances and Legislation convene to discuss certification and licensing of Sober Houses

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

13. \*Committee on Finance convene with Administration to provide update on street light pole and bulb replacement
14. \*Committee on Finance convene with Administration to provide update on how the City is addressing abandoned properties
15. \*Administration provide information on presence of Tobey Disposal at Lewiston Street Garage
16. \*City Council support House Bill No. 5151 designating June as Seatbelt Awareness Month
17. \*City Council support the work initiative of Somerset Selectman Holly McNamara and Team Lead John Myron regarding Hyperloop transportation
18. \*City Council items lifted from the table not be discussed unless listed on the agenda

**CITATIONS** – None

**ORDERS – HEARINGS**

**Auto Repair Shop License:**

19. Timothy Cabral d/b/a Aberdeen Auto LLC at 163-165 Aberdeen Street

**Curb removals:**

20. Lidia Cardoso, 192 Haffards Street – total of 23 feet at 192 Haffards Street
21. Matthew Hiscock, 946 Walnut Street – total of 61.6 feet at 946 Walnut Street

**ORDERS – MISCELLANEOUS**

22. \*The sum of \$20,000 be transferred from Law Department Expenses to City Council Expenses for legal counsel
23. \*Seating area located in front of Columbia Street Municipal Parking Lot be dedicated to Antone "Tony" Avilla
24. City Engineer prepare plans for acceptance of Bell Street from Corbett Street to dead end
25. Police Chief's report on licenses

**Taxicab Drivers:**

Timothy E. Adams	Adam DeMedeiros	Starley Dorcely
Michael V. Friedlander	Stephen Furtado	Jacquelin Hardy
Darren Machado	Amaka K. Onwukwe	Todd Pina
David Rioux	Brian Tetrault	Christopher Younie

**Private Livery Drivers:**

Lisa F. Defrias	Michael V. Friedlander	Luis M. Silva
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**Second Hand Licenses:**

Wayne Confoey d/b/a Cash for Gold  
 Howard Sperberg & Andrew Jaynes d/b/a Pawtucket Pawnbrokers Too  
 Alan Confoey d/b/a Alan's Jewelry  
 Robert Janelle d/b/a Our Place  
 TVI d/b/a Savers  
 Joey & Ana Pacheco d/b/a Pacheco's Used Furniture

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

Auto Repair Shop license transfers:

26. Miller Garcia d/b/a Global Care Auto Service, Inc. to Zaqueu Francisco Da Silva d/b/a Zack's Garage Auto Service at 65 Manchester Street
27. Gary Dutra d/b/a G & D Auto Sales LLC to Phillip DeDucca d/b/a 851 Motor Sales at 851 Globe Street

**COMMUNICATIONS – INVITATIONS – PETITIONS**

28. \*Claims
29. Drainlayer license – Steen Realty and Development Corporation
30. \*City resident requesting to purchase city owned property adjacent to 270 London Street
31. \*Communication from Attorney General regarding OML complaint of January 23, 2017 regarding alleged violation occurring on December 27, 2016
32. \*Communication from Attorney General closing matter of OML complaint from meeting held on October 11, 2016

City Council Committee/Meeting Minutes:

33. \*Special City Council Meeting – February 28, 2017
34. \*Special City Council Meeting – March 1, 2017
35. \*Committee on Ordinances and Legislation – February 27, 2017
36. \*Committee on Public Works and Transportation – February 28, 2017

**BULLETINS – NEWSLETTERS – NOTICES**

37. Notice of Casualty and Loss at 367 Stetson Street
38. \*Mass DEP re: Emergency authorization – Floating Dock Extension at Bicentennial Park Boat Ramp

  
City Clerk

**ITEMS FILED AFTER THE AGENDA WAS PREPARED:**

**CITY COUNCIL MEETING DATE: MARCH 21, 2017**

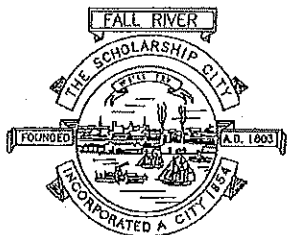
**COMMITTEE REPORTS**

**Committee on Finance:**

Collective bargaining agreement for Teamsters Local 251 Public Works Unit  
(If recommendation is received by Finance Committee)

Collective bargaining agreement for IAFF Local 1314 Fall River Firefighters  
(If recommendation is received by Finance Committee)

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



JASIEL F. CORREIA II

Mayor

City of Fall River  
Massachusetts  
Office of the Mayor

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FALL RIVER, MA

March 8, 2017

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

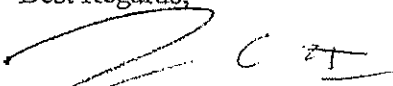
Dear Honorable Council Members:

In accordance with the provisions of Chapter 44, Section 32 of the Massachusetts General Laws, I recommend the following appropriations to your Honorable Body.

1. \$32,883      That the sum of \$32,883 be transferred, and the same is, hereby appropriated for the ADMINISTRATIVE SERVICES Salaries from the ADMINISTRATIVE SERVICES Expenditures (MIS Department). The transfer is requested to fund the telephone receptionist position in the Government Center Lobby.
2. \$150,000      That the sum of \$150,000 be, and the same is, hereby appropriated for the EMS SALARIES from the EMS STABILIZATION FUND. The transfer is requested to hire four paramedics to staff an additional 911 vehicle.

If you have any questions or concerns regarding this, please feel free to contact me. Your approval of these transfers is respectfully requested.

Best Regards,

  
Jasiel F. Correia II  
Mayor

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City of Fall River

Massachusetts

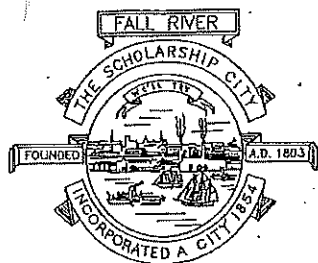
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Department of Administrative Services

HUMAN RESOURCES • INFORMATION SYSTEMS • LAW • PURCHASING

Information Technology Division

CITY CLERK  
FALL RIVER, MA



JASIEL F. CORREIA II  
Mayor

DAWN E. LEWIS  
IT Director

Mayor Jasiel F. Correia II  
One Government Center  
Fall River, Massachusetts 02722

Mayor Correia:

I am requesting a transfer from expenses to salaries in the amount of \$32,883. This will pay for the cost of a new employee Deborah Pelletier who was added to my department after the budget was approved. Deborah Pelletier provides switchboard services for Government Center. Please contact me if you have any questions or concerns.

Thank You,

Dawn Lewis  
I.T. Director

#1

**ORDERED:**

That the sum of \$32,883 be transferred, and the same is, hereby appropriated  
for the ADMINISTRATIVE SERVICES Salaries from the  
ADMINISTRATIVE SERVICES Expenditures

# FY 17 Appropriation/Transfer Number Analysis # 06

Line	Original/Revised Appropriation	Amount Transferred	New Appropriation
Administrative Services (MIS) Expenditures	\$ 1,223,328	\$ (32,883)	\$ 1,190,445
Administrative Services (MIS) Salaries	\$ 270,696	\$ 32,883	\$ 303,579
CEMS Enterprise Fund	\$ 1,476,923	\$ (150,000)	\$ 1,326,923
CEMS Salaries	\$ 2,753,543	\$ 150,000	\$ 2,903,543

I certify that there are sufficient funds available for these transfers.



Krishan Gupta, City Auditor

3/7/2017

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FOR 2017 13

ACCOUNTS FOR:  
0100 GENERAL FUND

CITY OF FALL RIVER  
YEAR TO DATE REVENUE/ EXPENSES REPORT

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11555511 COMPUTER ROOM SALARIES

511000 SALARIES & WAGES-PERMANENT	303,295	-53,500	249,795	186,586.87	.00	63,208.13	74.7%
511115 LONGEVITY	2,500	0	2,500	4,500.00	.00	-2,000.00	180.0%
511300 SUMMER HOURS	2,380	0	2,380	1,900.00	.00	480.00	79.8%
513000 OVERTIME SALARIES	1,500	0	1,500	.00	.00	1,500.00	.0%
514500 HOLIDAY PAY - SALARIES	2,321	0	2,321	2,192.11	.00	128.89	94.4%
519400 OTHER STIPENDS	12,200	0	12,200	9,000.00	.00	3,200.00	73.8%
TOTAL COMPUTER ROOM SALARIES	324,196	-53,500	270,696	204,178.98	.00	66,517.02	75.4%

11555512 COMPUTER ROOM EXPENSES

523800 CELL PHONE	0	0	0	8,707.59	.00	-8,707.59	100.0%
525101 COMPUTER EQUIPMENT	0	0	0	.00	.00	-3,019.94	100.0%
527300 RENTALS AND LEASES	176,938	-15,094	161,844	58,509.60	39,891.92	63,442.04	60.8%
527700 DATA PROCESSING EQUIP - RENT	536,192	51,742	587,934	496,567.91	93,795.31	-2,429.36	100.4%
530000 CONTRACTED SERVICES	0	60,000	60,000	40,320.00	19,680.00	.00	100.0%
530010 TRAINER SERVICES	20,000	0	20,000	.00	2,550.00	17,450.00	12.8%
530501 TECHNICAL CONSULTING SERV	0	0	0	.00	637.50	-637.50	100.0%
530600 ADVERTISING	0	0	0	585.80	.00	-585.80	100.0%
534100 TELEPHONE/COMMUNICATIONS	242,143	407	242,550	134,807.29	.00	107,743.06	55.6%
534101 TELECOMMUNICATIONS	0	0	0	5,474.27	.00	-5,474.27	100.0%
534300 POSTAGE/COMMUNICATIONS	150,000	0	150,000	139,163.44	.00	10,836.56	92.8%
542620 CUSTOM FORMS	0	1,000	1,000	562.68	.00	437.32	56.3%
TOTAL COMPUTER ROOM EXPENSES	1,125,273	98,055	1,223,328	894,698.58	159,574.67	179,054.52	85.4%
TOTAL GENERAL FUND	1,449,469	44,555	1,494,024	1,088,877.56	159,574.67	245,711.54	88.1%

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CITY OF FALL RIVER  
YEAR TO DATE REVENUE/ EXPENSES REPORT

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ORIGINAL APPROP	TRANSFRS/ ADJUSTMTS	REVISED BUDGET	YTD EXPENDED	ENC/REQ	AVAILABLE BUDGET	PCT USED
1,449,469	44,555	1,494,024	1,088,877.56	159,574.67	245,571.54	83.6%

GRAND TOTAL

\*\* END OF REPORT - Generated by Krishan Gupta \*\*

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FALL RIVER, MA



City of Fall River  
Massachusetts  
Fire Department Headquarters  
Emergency Medical Services

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JASIEL F. CORREIA II  
Mayor

CITY CLERK JOHN D. LYNCH  
FALL RIVER, MA  
Fire Chief

Timothy A. Oliveira  
Director of EMS

12/1/2016

Mayor Jasiel F. Correia  
1 Government Center  
Fall River ma 02721

I respectfully request 150,000.00 from the ems stabilization fund for funding the additional four-paramedic positions we have added to our emergency medical services division. With these positions, we have added an additional medical rescue to the city to decrease response times and increase coverage. This rescue will run from 7am - 7pm seven days a week.

Respectfully,

  
Fire Chief  
John D. Lynch

**ORDERED:**

**That the sum of \$150,000 be, and the same is, hereby appropriated for the  
EMS CAPITAL EXPENDITURES from the EMS STABILIZATION FUND.**

# FY 17 Appropriation/Transfer Number Analysis # 06

Line	Original/Revised	Appropriation	Amount Transferred	New Appropriation
Administrative Services (MIS) Expenditures	\$	1,223,328	\$ (32,883)	\$ 1,190,445
Administrative Services (MIS) Salaries	\$	270,696	\$ 32,883	\$ 303,579
EMS Enterprise Stab Fund	\$	1,476,923	\$ (150,000)	\$ 1,326,923
EMS Salaries	\$	2,753,543	\$ 150,000	\$ 2,903,543

I certify that there are sufficient funds available for these transfers.



Krishan Gupta, City Auditor

3/7/2017

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CITY OF FALL RIVER  
YEAR TO DATE REVENUE/ EXPENSES REPORT

FOR 2017 13

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FOR 2017 13

ACCOUNTS FOR:  
6200 EMERGENCY MEDICAL SERVICES

62310000 EMERGENCY MEDICAL SERVICES

ORIGINAL APPROP	TRANSFRS/ ADJUSTMTS	REVISED BUDGET	YTD ACTUAL	ENC/REQ	AVAILABLE BUDGET	PCT USED
-5,882,106	0	-5,882,106	-4,651,704.85	.00	-1,230,401.15	79.1%
-12,000	0	-12,000	-5,794.50	.00	-6,205.50	48.3%
0	0	0	-716.00	.00	716.00	100.0%
0	-272,000	-272,000	-336,000.00	.00	64,000.00	123.5%
0	-1,293,753	-1,293,753	.00	.00	-1,293,753.00	.0%
0	-10,981	-10,981	.00	.00	-10,980.57	.0%
-5,894,106	-1,576,734	-7,470,840	-4,994,215.35	.00	-2,476,624.22	66.8%

TOTAL EMERGENCY MEDICAL SERVICES

62310001 EMERGENCY MEDICAL SERVICES

511000 SALARIES & WAGES-PERMANENT	2,022,500	0	2,022,500	1,369,787.29	.00	652,712.71	67.7%
511115 LONGEVITY	10,200	0	10,200	5,900.00	.00	4,300.00	57.8%
511200 PROFESSIONAL SALARIES	149,000	0	149,000	89,746.87	.00	59,253.13	60.2%
513000 OVERTIME SALARIES	187,000	0	187,000	173,423.29	.00	13,576.71	92.7%
514200 EDUCATIONAL	12,950	0	12,950	12,250.00	.00	700.00	94.6%
514300 SHIFT PREMIUM - SALARIES	37,000	0	37,000	25,642.84	.00	11,357.16	69.3%
514500 HOLIDAY PAY - SALARIES	172,992	0	172,992	129,040.49	.00	43,951.51	74.6%
514600 SERVICE OUT OF RANK - SALARI	4,000	0	4,000	4,190.73	.00	-190.73	104.8%
516900 RETIREMENT BUYOUTS	25,000	0	25,000	24,314.70	.00	685.30	97.3%
517100 CITY WORKERS COMP	60,000	0	60,000	13,216.54	.00	46,783.46	22.0%
517900 MEDICARE MATCH	36,701	0	36,701	25,848.14	.00	10,852.86	70.4%
519000 OTHER PERSONAL SERVICES	6,600	0	6,600	4,360.00	.00	2,240.00	65.1%
519300 UNIFORM ALLOWANCE - SALARIES	29,600	0	29,600	29,600.00	.00	.00	100.0%
TOTAL EMERGENCY MEDICAL SERVICES	2,753,543	0	2,753,543	1,907,320.89	.00	846,222.11	69.3%

TOTAL EMERGENCY MEDICAL SERVICES

62310002 EMERGENCY MEDICAL SERVICES

521100 ELECTRICITY	5,000	0	5,000	.00	.00	5,000.00	.0%
521500 HEAT	6,000	0	6,000	4,231.39	.00	1,768.61	72.2%
525000 OFFICE EQUIP FURN MAINT	1,000	0	1,000	615.29	.00	384.71	61.5%
525800 OTHER REPAIRS & MAINTENANCE	1,000	0	1,000	486.52	.00	513.48	51.3%
527300 RENTALS AND LEASES	171,000	0	171,000	170,908.45	.00	99.55	99.9%
530010 TRAINER SERVICES	12,000	0	12,000	7,656.52	.00	4,343.48	63.8%
530102 WORKERS COMP - MEDICAL BILLS	12,000	0	12,000	10,154.76	.00	1,845.24	84.6%

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YEAR TO DATE REVENUE/ EXPENSES REPORT

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FOR 2017 13

ACCOUNTS FOR:	ORIGINAL	TRANSFRS/	REVISED	YTD ACTUAL	ENC/REQ	AVAILABLE	PCT
6200 EMERGENCY MEDICAL SERVICES	APPROP	ADJUSTMTS	BUDGET			BUDGET	USED
530800 DATA PROCESSING	20,000	3,000	23,000	22,498.05	.00	501.95	97.8%
534100 TELEPHONE/COMMUNICATIONS	4,500	1,518	6,018	6,172.22	.00	-153.82	-102.6%
534300 POSTAGE/COMMUNICATIONS	2,000	0	2,000	1,863.53	.00	136.47	93.2%
535000 RECREATIONAL COSTS	22,500	0	22,500	16,686.00	5,562.00	252.00	98.9%
541100 GASOLINE/ENERGY SUPPLIES	62,500	-4,000	58,500	26,325.19	84.12	32,090.69	45.1%
542100 OFFICE SUPPLIES	1,800	0	1,800	1,786.72	.00	13.28	99.3%
542500 OTHER OFFICE SUPPLIES	195	0	195	174.52	.00	20.48	89.5%
542600 PRINTING SUPPLIES	500	0	500	459.82	.00	40.18	92.0%
543900 BUILDING AND MAINTENANCE SUP	700	0	700	649.67	.00	50.33	92.8%
545100 CLEANING AND CUSTODIAL SUPPL	1,500	215	1,715	215.42	.00	1,500.00	12.6%
548100 TIRES,OIL,BATERIES,ANTI-FREE	5,019	0	5,019	2,115.74	415.00	2,488.26	50.4%
548500 PARTS AND ACCESSORIES - VEHI	25,000	2,000	27,000	26,040.33	1,043.62	-83.95	100.3%
550100 MEDICAL SUPPLIES	131,000	3,754	134,754	107,009.76	11,800.31	15,943.68	88.2%
551100 EDUCATIONAL SUPPLIES	625	0	625	109.98	.00	515.02	17.6%
551200 TEXTBOOKS/TECHNOLOGY MATERIA	687	0	687	325.00	.00	362.00	47.3%
558300 DATA PROCESSING SUPPLIES	970	4,000	4,970	3,606.29	.00	1,363.71	72.6%
558600 OTHER SUPPLIES	5,880	0	5,880	241.13	2,412.56	3,226.31	45.1%
569100 OTHER INTERGOVERNMENTAL	16,500	0	16,500	9,061.07	.00	7,438.93	54.9%
570100 WATER/SEWER CSO CHARGE	2,600	0	2,600	2,472.67	.00	127.33	95.1%
571000 TRAVEL/MILEAGE	300	0	300	.00	19.00	281.00	6.3%
573200 SUBSCRIPTIONS	100	0	100	.00	.00	100.00	0%
574400 MOTOR VEHICLE INSURANCE	111,000	-5,000	106,000	98,972.40	.00	7,027.60	93.4%
578100 UNCLASSIFIED ITEMS/CLAIMS &	2,500	0	2,500	.00	.00	2,500.00	0%
578400 UNCLASSIFIED ITEMS/STAFF DEV	5,975	0	5,975	290.00	.00	5,685.00	4.9%
TOTAL EMERGENCY MEDICAL SERVICES	632,351	5,488	637,839	521,228.44	21,495.83	95,114.30	85.1%

62310004 EMERGENCY MEDICAL SERVICES

596100 TRANSFERS TO GENERAL FUND	933,751	0	933,751	700,313.25	.00	233,437.75	75.0%
596500 TRANSFER TO STABILIZATION	0	1,229,753	1,229,753	1,229,753.00	.00	0	100.0%
596800 TRANSFER GF- HEALTH CARE	629,111	0	629,111	471,833.28	.00	157,277.72	75.0%
596900 TRANSFER GF PENSIONS	698,363	0	698,363	523,772.25	.00	174,590.71	75.0%
TOTAL EMERGENCY MEDICAL SERVICES	2,261,225	1,229,753	3,490,978	2,925,671.78	.00	565,306.22	83.8%

62310006 EMERGENCY MEDICAL SERVICES CAP

586100 OTHER EQUIPMENT	246,987	341,493	588,480	479,936.84	9,077.24	99,543.92	83.1%
TOTAL EMERGENCY MEDICAL SERVICES CAP	246,987	341,493	588,480	479,936.84	9,077.24	99,543.92	83.1%

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YEAR TO DATE REVENUE/ EXPENSES REPORT

FOR 2017 13

ACCOUNTS FOR:	EMERGENCY MEDICAL SERVICES	ORIGINAL APPROP	TRANSFRS/ ADJUSTMTS	REVISED BUDGET	YTD ACTUAL	ENC/REQ	AVAILABLE BUDGET	PCT USED
6200	EMERGENCY MEDICAL SERVICES	0	0	0	839,942.60	30,573.07	-870,515.67	100.0%

TOTAL EMERGENCY MEDICAL SERVICES

TOTAL REVENUES  
TOTAL EXPENSES

-5,894,106  
5,894,106  
-1,576,734  
1,576,734  
-7,470,840  
7,470,840  
-4,994,215.35  
5,834,157.95  
-2,476,624.22  
1,606,108.55

FINANCE RECEIVED

2017 MAR -9 P 2:59

CITY CLERK  
FALL RIVER, MA

03/07/2017 15:37  
cityaud

CITY OF FALL RIVER  
YEAR TO DATE REVENUE/ EXPENSES REPORT

FOR 2017 13

P 4  
glytdbud

ORIGINAL APPROP	TRANSFERS/ ADJUSTMTS	REVISED BUDGET	YTD ACTUAL	ENC/REQ	AVAILABLE BUDGET	PCT USED
0	0	0	839,942.60	30,573.07	-870,515.67	100.0%

\*\* END OF REPORT - Generated by Krishan Gupta \*\*

GRAND TOTAL

FINANCE RECEIVED

2017 MAR -9 P 2:59

CITY CLERK  
FALL RIVER, MA



City of Fall River  
Massachusetts  
Office of the Mayor

**FINANCE** *2*

2017 FEB 15 P 4:39

CITY CLERK  
FALL RIVER, MA

JASIEL F. CORREIA II  
Mayor

February 15, 2017

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

Dear Honorable Council Members:

The Community Preservation Committee (CPC) has identified two additional community projects and has made recommendations for funding in accordance with the Community Preservation Act (CPA) MGL Chapter 44B Sections 4 to 7. The following project is being recommended for approval.

- Oak Grove Cemetery - \$99,630.00 for iron and stone work

The second project approved by CPC is for repair of the Veteran's Center roof at a cost of \$99,630. This appropriation is not being recommended at this time. While the Administration appreciates the support received from the CPC for this project, the utilization of CPC funds for roof repair will necessitate that additional exterior repair work for windows and masonry conform with historic standards as outlined in U.S. Department of the Interior Heritage Preservation Services. While the historic restoration of these exterior elements is most desirable, this requirement will dramatically increase the cost of this remaining exterior work. We will be addressing the CPC at their March 8, 2017 meeting to determine their ability to assist in the financing of this remaining repair work in conformance with historic preservation standards.

Your approval of the Oak Grove Cemetery Appropriation Order is respectfully requested.

Should you have any questions or concerns in this regard, please do not hesitate to contact me.

Regards,

Jasiel F. Correia II  
Mayor

CITY OF FALL RIVER  
IN CITY COUNCIL

FEB 21 2017  
Referred to Committee  
on Finance

# City of Fall River, In City Council

## APPROPRIATION ORDER

# FINANCE

# 2

ORDERED, that the following FY 17 supplemental appropriations be provided through the Community Preservation Act (CPA), reserves under the MGL Chapter 44B Sections 4 to 7 in the aggregate, amounting to \$99,630 to be appropriated as follows:

Voted: That \$99,630 be appropriated from the CPA Fund's Undesignated fund balance

For CPA Administrative Expenditures	\$0
For CPA Open Space/Outdoor Recreation	\$0
For CPA Historic Resources Preservation PROJECTS	\$99,630
For CPA Community Housing	<u>\$0</u>

<b>TOTAL</b>	<b><u>\$99,630</u></b>
--------------	------------------------

*Note: Please note that this a supplemental CPA appropriation for FY 17. The City Council had earlier appropriated \$952,000 for various CPA projects on June 14, 2016. The CPA fund balance is reported at 1,342,004 on June 30, 2016 and is more than sufficient to cover this supplemental appropriations.*

CITY OF FALL RIVER  
IN CITY COUNCIL  
FEB 21 2017

Referred to Committee  
on Finance

CP2

Community Preservation Fund Report - Fiscal Year 2016

Surcharge % 1.50

Total fund balance from prior year (PY) report (Form CP-2): 1,887,858.00

NEW REVENUES/OFS

Proceeds from bonds and OFS	0.00	
Collections from community preservation surcharge	842,179.00	
Distributions from State trust fund	247,244.00	
Earnings on investments	70,580.00	
Gifts, Grants, Donations	0.00	
Other	20,893.00	
Total New Revenue/OFS		1,180,896.00

FINANCE 2

EXPENDITURES/OFU

Expenditures:

a. Open Space	0.00	
b. Historic Resources	244,533.00	
c. Community Housing	0.00	
d. Other (Community Recreation)	0.00	244,533.00
Expenditures for Debt Service:		
a. Open Space	0.00	
b. Historic Resources	0.00	
c. Community Housing	0.00	
d. Other (Community Recreation)	0.00	0.00
Administrative Expenses	19,178.00	
1. Other	0.00	

Total Expenditures/OFU 263,711.00

Total Fund Balance June 30, 2016 (Detail Following) 2,805,043.00

CP2

Community Preservation Fund Report - Fiscal Year 2016

CITY/TOWN of Fall River  
Detail of Community Preservation Fund Total Fund Equity  
Fiscal year ended June 30, 2016

Fund Balance Reserved for Encumbrances (3211)	861,253.00
Fund Balance Reserved for Expenditures (3240)	243,786.00
Fund Balance Reserved for Open Space (3241)	0.00
Fund Balance Reserved for Historic Resources (3242)	0.00
Fund Balance Reserved for Community Housing (3243)	358,000.00
Fund Balance Reserved for Special Purposes (3280)	0.00
Fund Balance Reserved for Community Reservation Act (3320)/Undesignated (3590)	1,342,004.00
Total Community Preservation Fund Balance June 30, 2016	2,805,043.00

FINANCE 2

Total must equal total fund balance page 1)  
as the community met the requirement to either appropriate  
or reserve for future appropriation at least 10% of the  
estimated annual fund revenue for open space, historic  
resources and community housing?  
no, explain how the town plans to meet the requirement?

Y

Signatures

Accountant/Auditor

Completed by:

Krishan Gupta, City Auditor, Fall River, kgupta@fallriverma.org 508-324-2200 | 9/28/2016 9:23 AM

Comment:

Comments

Comments to display.



City of Fall River  
Massachusetts  
Office of the Mayor

FINANCE 3  
RECEIVED

2017 FEB 15 P 4:39

CITY CLERK  
FALL RIVER, MA

JASIEL F. CORREIA II  
Mayor

February 15, 2017

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

Dear Honorable Council Members:

Consistent with the requirements of MGL Chapter 150E, Section 7, I am forwarding the recently negotiated Memorandum of Agreement between Teamsters Local 251 Public Works Unit and the City of Fall River for your approval. It has been ratified by the membership. Enclosed please find the copy for your review.

This Agreement will become a part of the prior contract document and, in combination, they establish the contractual obligations affecting DCM employees.

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

Best Regards,

Jasiel F. Correia II  
Mayor

CITY OF FALL RIVER  
IN CITY COUNCIL  
FEB 21 2017

Referred to  
Committee on Finance

*City of Fall River, In City Council*

**FINANCE** 3

ORDERED, that the funding of the cost items contained in the collective bargaining agreement between the City of Fall River and Teamsters Local 251 Public Works Unit dated February 15, 2017, is hereby approved.

CITY OF FALL RIVER  
IN CITY COUNCIL  
FEB 21 2017

---

MEMORANDUM OF AGREEMENT  
BETWEEN THE  
CITY OF FALL RIVER  
AND THE  
TEAMSTERS LOCAL 251, PUBLIC WORKS UNIT

FINANCE 3

For good and valuable consideration, each to the other given, the City of Fall River and Teamsters Local 251, hereby agree as follows:

WHEREAS, the City of Fall River ("the City") and Teamsters Local 251 ("the Union") are parties to a Collective Bargaining Agreement dated July 1, 2013 – June 30, 2015 ("the Contract") which was extended to June 30, 2016;

WHEREAS, the Union and the City are engaged in litigation regarding the privatization of trash collection services for the City, specifically MUP-16-5171, MUP-16-5360, and ARB-16-5437; and

WHEREAS, the Union and the City have agreed to a new collective bargaining agreement to cover the time period from July 1, 2016 – June 30, 2019;

NOW THEREFORE, the Union and the City agree to the following terms and conditions:

1. There shall be no wage increases for the period of July 1, 2016 through June 30, 2017.
2. Effective July 1, 2017, the wage schedules shall reflect a general wage increase of 2%.
3. Effective July 1, 2018, the wage schedules shall reflect a general wage increase of 2%.
4. Article XXIV – Contract Term – Replace with the following – Duration- Section 1 – The term of this Agreement shall be effective July 1, 2016 through June 30, 2019 and shall continue from year to year in full force and effect until a successor agreement is duly executed. Section 2 – Should either party desire to bargain any changes or amendments to this Agreement for the period commencing July 1, 2019, either party shall, by certified return receipt mail notify the other party of its desire to change or amend this Agreement not less than thirty (30) days prior to June 30, 2019. Section 3 – This Article shall not apply to Article XXVII – Privatization, the terms of which shall expire on June 30, 2019.
5. Article XXVII – Privatization – The City agrees that all work being exclusively performed by bargaining unit members as of January 23, 2017 shall remain bargaining unit work through June 30, 2019. The City further agrees that work currently being performed by bargaining unit members shall not be privatized for the period ending June 30, 2019. If a court of competent jurisdiction determined the

# FINANCE 3

foregoing is unenforceable beyond one year, the City agrees to re-open this Agreement for the purpose of bargaining over the terms of this provision. The terms of this Article are not subject to the "evergreen" provision of Article XXIV, Contract Term.

6. The City agrees to create two (2) new bargaining unit provisions known as Crew Leaders, and to bargain with the Union over the wages and job descriptions for those positions. Bargaining over these positions shall be concluded by March 15, 2017.
7. The City agrees to maintain forty (40) positions in the bargaining unit, including the two (2) new Crew Leader positions. Two (2) vacant positions shall be filled by April 1, 2017, which shall bring the total of bargaining unit positions to thirty-eight (38) and the two (2) Crew Leader positions shall be filled by April 15, 2017 bringing the total positions in the bargaining unit to forty (40).
8. Article VII- Holidays – Change Washington's Birthday to Presidents' Day.
9. The City agrees to bargain with the Union over modifications to changes in the job description for any bargaining unit position.
10. The City agrees, on a one-time basis, to pay a maximum of four (4) employees to receive the training necessary to receive a Hoisting Engineer 2B License, subject to the approval of the training program by the Director of Community Maintenance.
11. The City agrees to reimburse employees for the cost of renewing hoisting licenses or CDL licenses.
12. The City agrees to fulfill all obligations bargained on or about June 24, 2016 regarding the impact of layoffs on bargaining unit members, as follows:
  - a. Laid off employees who do not accept employment in any City department shall have recall rights for 5 years from date of layoff.
  - b. Employees that accept employment in any City department shall have recall rights for two years from date of layoff.
  - c. Recall procedures above shall be implemented in a manner consistent with the terms of Article XVIII, Recall, as set forth in the collective bargaining agreement.
  - d. Any employee that is separated from City employment for 6 months or more shall be subject to pre-employment drug testing and physical examination.
  - e. Employees re-hired pursuant to paragraph 10 above shall, for the purpose of accrual of vacation, sick leave and personal days only, be credited with the years of full-time service worked prior to layoff.

# FINANCE 3

- f. Upon date of recall or date of hire in another City department, employees shall be allowed up to six (6) months to buy back sick leave in order to recoup all banked sick leave that the employee had accrued as of the date of layoff.
- 13. All other terms of the collective bargaining agreement shall remain in full force and effect.
- 14. If any other City of Fall River bargaining unit receives a general wage increase in excess of 2% for the period of July 1, 2017 through June 30, 2018, or for the period of July 1, 2018 through June 30, 2019, the Parties agree to reopen this agreement for the purposes of discussing wages.
- 15. The Union agrees to withdraw, with prejudice, MUP-16-5171, MUP-16-5360, and ARB-16-5437, and waives the right to pursue any litigation regarding the privatization of trash removal services, except to enforce the terms of this agreement.
- 16. In exchange for the withdrawal of the matters described in Paragraph 15, above, the City agrees to the following:
  - a. On or by March 1, 2017, the City agrees to make the sum of \$245,000 available for payments to members or former members of the bargaining unit.
  - b. The Union shall instruct the City as to which employees shall receive payments under the foregoing, and the amount to be paid to each union member or former union member.
- 17. The Parties agree that the foregoing payments are intended to settle all outstanding claims and disputes arising out of the privatization of City trash removal services and do not constitute an admission of wrongdoing by either Party.
- 18. If this Agreement is not ratified by the Union on or before February 9, 2017, it shall be withdrawn by the City. Once withdrawn by the City, the terms of this Agreement shall not be used by either party in any legal or administrative proceeding.

# FINANCE 3

CITY OF FALL RIVER

TEAMSTERS LOCAL 251

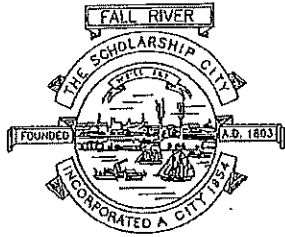
By: [Signature] Date: 2/15/17  
Jasiel F. Correia II, Mayor

By: [Signature] Date: 2/15/17  
Paul Santos, President Teamsters Local 251

[Signature] Date: 2-15-17  
Cathy Ann Viveiros, City Administrator

[Signature] Date: 2/15/17  
Nick Williams, B.A. Teamsters Local 251

[Signature] Date: 2/15/17  
Hon. Joseph Macy, Corporation Counsel



City of Fall River  
Massachusetts  
Office of the Mayor

FINANCE 4

2017 FEB 15 P 4:39

CITY CLERK  
FALL RIVER, MA

JASIEL F. CORREIA II  
Mayor

February 15, 2017

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

Dear Honorable Council Members:

Consistent with the requirements of MGL Chapter 150E, Section 7, I am forwarding the recently negotiated Memorandum of Agreement between Fall River Fire Fighters IAFF Local 1314 and the City of Fall River for your approval. It has been ratified by the membership. Enclosed please find the copy for your review.

This Agreement will become a part of the prior contract document and, in combination, they establish the contractual obligations affecting Fire Department employees.

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

Best Regards,

Jasiel F. Correia II  
Mayor

CITY OF FALL RIVER  
IN CITY COUNCIL  
FEB 21 2017

*Referred to  
Committee on Finance*

City of Fall River, *In City Council*

FINANCE

4

ORDERED, that the funding of the cost items contained in the collective bargaining agreement between the City of Fall River and Fall River Firefighters IAFF Local 1314 dated February 15, 2017, is hereby approved.

CITY OF FALL RIVER  
IN CITY COUNCIL  
FEB 21 2017

Referred to Committee  
on Finance

MEMORANDUM OF UNDERSTANDING  
BETWEEN THE  
CITY OF FALL RIVER  
AND  
FALL RIVER FIGHTERS  
IAFF LOCAL 1314

FINANCE

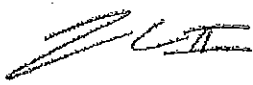
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Except as modified by the terms of this Memorandum of Understanding all terms and conditions of the predecessor agreement expiring June 30, 2015 shall remain in full force and effect throughout the duration of this agreement, July 1, 2015 to June 30, 2016.

1. **New Stipend: Opiate Awareness and Training Certification.** Effective July 1, 2015, all members shall receive a one-time payment of \$375.00. The parties agree that this payment shall be made to all members employed with the City as of July 1, 2015, as well as all members who were employed as of July 1, 2015 but subsequently retired.

Payment will be made no later than the first City pay period in FY18.

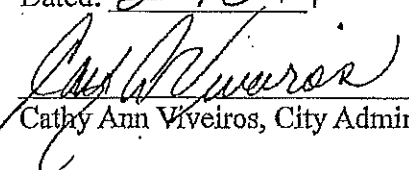
This agreement is subject to ratification by the Union and funding at the next City Council Meeting.

  
Jasiel F. Correia II, Mayor

  
President IAFF L1314

Dated: 2-15-17

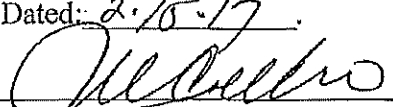
Dated: 2/15/17

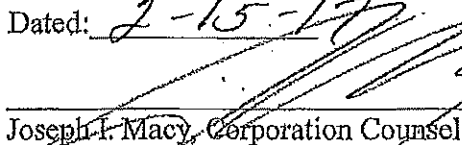
  
Cathy Ann Viveiros, City Administrator.

  
Secretary IAFF L1314

Dated: 2.15.17

Dated: 2/15/17

  
Madeline Coelho, Human Resources Director

Dated: 2-15-17  
  
Joseph I. Macy, Corporation Counsel

Approved as to Form &  
Manner of Execution

Dated: 2/15/17

MEMORANDUM OF UNDERSTANDING

BETWEEN THE  
CITY OF FALL RIVER  
AND

FALL RIVER FIRE FIGHTERS  
IAFF LOCAL 1314

FINANCE 4

Except as modified by the terms of this Memorandum of Understanding, all terms and conditions of the predecessor agreement expiring on June 30, 2016 shall remain in full force and effect throughout the duration of this agreement, July 1, 2016 to June 30, 2019.

**1. Wages:**

Effective July 1, 2016: 0% across the board increase.

Effective July 1, 2017: 2% across the board increase.

Effective July 1, 2018: 2% across the board increase.

**2. New Article: Opiate Awareness and Training Certification.**

Effective July 1, 2016, all members shall receive a one-time payment of \$375.00. The parties agree that this payment shall be made to all members currently employed with the City as well as all members who were employed as of July 1, 2016 but subsequently retired.

**Payment will be made no later than the first City pay period in FY18.**

Effective July 1, 2017, all members shall receive an annual \$250.00 stipend to be paid out that year and in subsequent years no later than the second pay period in August. Payment is made as set forth above for convenience purposes. Members employed as of July 1<sup>st</sup> of any fiscal year shall be entitled to a full payment of this stipend upon death or separation from service.

**3. New Article. Personal Protective Equipment ("PPE")**

Effective upon execution and funding of this agreement, the City agrees to provide all new hires with a full set of PPE. Further, the City agrees to provide a full set of PPE to all members whenever their PPE becomes non-compliant. For ordinary circumstances, this means in accordance with NFPA 1971. (The PPE must be a minimum of 10 years and two (2) NFPA cycles from production.)

**4. Article 37. Educational Degree Language:**

Effective upon execution and funding of this agreement, Article 37 shall be updated to reflect Emergency Management and Public Administration degrees as compensation qualifying degrees.

**5. New article. Firefighter/Emergency Medical Technician Certification Stipend.** Effective July 1, 2017, all members holding the below certifications shall receive the following stipends:

EMT Basic - \$1,500.00

EMT Intermediate/Advanced - \$2,250.00

EMT Paramedic - \$3,000.00

Anyone hired after February 8, 2016 does not have the option to opt-out of the EMT stipend.

This stipend is to be paid out annually and no later than the first pay period in March. Eligible

members must submit documentation proving certification level no later than April 1st for the upcoming fiscal year during which the stipend will be paid.

The above mentioned payment date is set forth for convenience purposes. Any member who is employed as of July 1<sup>st</sup> of any fiscal year shall be entitled to a full payment of his stipend upon death or separation from service.

6. **New Article. EMT Education Stipend.** Effective July 1, 2017, members certified at any EMT level shall be paid an additional three hundred and fifty dollar (\$350.00) annual stipend.. Payment of this stipend shall be made no later than the first pay period of August. The above-mentioned payment is for convenience purposes. Any member employed as of July 1<sup>st</sup> of any fiscal year shall be entitled to a full payment of this stipend upon death or separation from service.

Also, effective July 1, 2017, these same members shall receive a biennial payment for recertification in the amount of one hundred and fifty dollars (\$150.00). Member shall seek reimbursement for this recertification by submitting required documentation to the Director of EMS. Payment shall be due upon receipt of such documentation.

These payments will begin in FY18.

## 7. Article 16: Bereavement Leave.

Effective upon execution and funding of this agreement, strike the language "blood or marriage" as it pertains to Aunt or Uncle Bereavement Leave.

Paragraph 2 shall now read:

In the event of the death of an employee's aunt or uncle, such employee shall be entitled to one (1) tour of bereavement leave exclusive of days off. In all cases, leave papers shall be submitted on return from bereavement leave.

8. **Squad 11.** The parties agree that the City may implement a so-called Squad car and use bargaining unit members to staff such vehicle under the following below stated circumstances:

- The City agrees that it shall only staff Squad with members if suppression manpower in the Fall River Department remains at a minimum of thirty-four (34) working during any given shift. In other words, the City shall not staff Squad with members if doing so would drop manpower to less than thirty-four (34) working during any given shift.
- The City agrees that it will not brownout a suppression apparatus in order to staff Squad.
- For hours worked on Squad, members shall receive an additional hourly rate equal to five percent (5%) above that of a firefighter with five (5) years and no degree as shown in Appendix A. In addition, all members shall receive an increase of seventy-five cents (\$0.75) for all hours worked during night shifts.
- The rotation of members working on Squad shall consist of the ten (10) most junior firefighters.
- Members shall not be allowed to work more than one (1) shift consecutively on Squad. (10 or 14 hour shift)
- Those members who accept receipt of an EMT stipend agree to be part of a pool that may be used to staff Squad during a given shift should there be a need and sufficient.

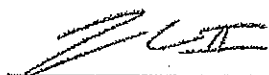
# FINANCE

4

manpower (34) on suppression forces exists. A member assigned from this pool shall be called in reverse order of seniority.

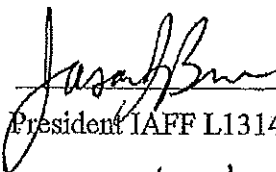
- Members, other than the most junior ten (10) and those in the pool as described above, shall not be forced to work on Squad.
- The City agrees that should there be layoffs in the future, they will do so strictly according to seniority. Additional EMS certification obtained by members will not impact the order of layoffs.

This agreement is subject to ratification by the Union and funding at the next City Council Meeting.



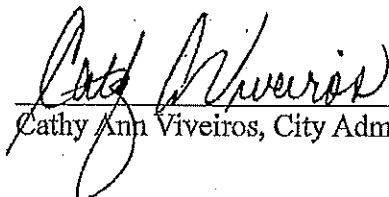
Jasiel F. Correia II, Mayor

Dated: 2-15-17



President IAFF L1314

Dated: 2/15/17



Cathy Ann Viveiros, City Administrator

Dated: 2-15-17




Secretary IAFF L1314

Dated: 2/15/17



Madeline Coelho, Human Resources Director

Dated: 2-15-17



Joseph I. Macy, Corporation Counsel  
Approved as to Form &

Dated: 2/15/17

# FINANCE

4

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# FINANCE

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FINANCE

4

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN THE**

**CITY OF FALL RIVER**

**AND**

**FALL RIVER FIRE FIGHTERS, LOCAL #1314  
I.A.F.F.**

**TERM OF AGREEMENT THREE (3) YEARS**

**JULY 1, 2012 – JUNE 30, 2015**

# FINANCE

4

THIS AGREEMENT is made by and between the City of Fall River, hereinafter referred to as the "Employer" and Local #1314, International Association of Fire Fighters, AFL-CIO, hereinafter referred to as the "Union".

WHEREAS, Local 1314 has been recognized as the Collective Bargaining representative of all uniformed members of the Fall River Fire Department, except the Chief, and

WHEREAS, the City of Fall River is desirous of recognizing the said Union as the sole and exclusive bargaining representative for all the employees of said unit,

NOW, THEREFORE, the parties hereto mutually covenant and agree as follows:

## Article 1: TERM OF AGREEMENT

This Agreement shall take effect as of July 1, 2012, and all provisions and benefits contained herein shall become effective as of said date, unless otherwise specified by the parties, and shall remain in full force and effect until June 30, 2015, and shall further continue in effect from day to day thereafter until a successor Agreement is duly-executed by the parties. Either party may serve upon the other, in writing, not later than February 1, 2015, notice of its desire to change or amend the terms and conditions of the Agreement. Upon receipt of such written notice as provided herein, bargaining shall commence not later than March 1. Notice of a desire to modify shall not be considered as a notice of termination of this contract.

## Article 2: BARGAINING AGENT

The Employer recognizes that said Union, is the sole and exclusive bargaining agent for the uniformed members of the Fire Department or anyone doing bargaining work, provided, however, that non permanent or provisional employees shall be restricted to present benefits

Bargaining unit work shall be performed only by bargaining unit members.

### Article 3: WAGES AND SALARY

The salary and wage schedule of the uniformed members of the Fire Department is hereby set forth in Appendix "A" attached hereto and incorporated by reference. Employee earnings shall be paid bi-weekly on Fridays.

#### 1. Wages

- a. For the period July 1, 2012 to June 30, 2013, there shall be a 2.5% across-the-board wage increase.
- b. For the period July 1, 2013 to June 30, 2014, there shall be a 2.5% across-the-board wage increase
- c. For the period July 1, 2014 to June 30, 2015, there shall be a 2.5% across-the-board wage increase
- d. Members with less than five (5) years seniority will receive \$200 annually as proficiency pay. This stipend will be rolled into their base compensation.

#### 2. Comp. Time

- a. Each bargaining unit employee who is employed during fiscal year 2011 shall be credited with 10 comp days which he or she may use as per current practice, and, at the option of such employee, such comp days may be accumulated and used during the course of their career (as per current practice for using such days), or at the option of the employee may be cashed out at the time of separation from employment or retirement. In addition, an additional 10 comp days shall be granted to each bargaining unit employee who is employed during fiscal year 2012 and such comp days shall be treated in the same manner as described above. This calculation is only applicable to members who agreed to the 8% reduction in base pay for the period July 1, 2010 to June 30, 2011.
- b. Comp. Days – the extra comp. days, given to those members who accepted the 8% pay reduction, shall only be credited as follows: 10 days on July 1, 2011 for fiscal year 2011, and 10

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days on July 1, 2012, for fiscal year 2012. Any new hires, hired during FY 2011, shall receive a pro-rated share of the comp. days. As an example, those new hires starting 10/12, working approximately 75% of the FY 2011 year, will receive 7 days on July 1, 2011, and 8 days on July 1, 2012.

### 3. Step Raise

- a. Effective July 1, 2011, all bargaining unit members who attain or have attained 25 years of creditable service with the City of Fall River, shall receive a step raise of 8% of base pay as stipulated in App. A.
- b. Any member who will reach 25 years of creditable service in any given fiscal year, and such time includes time OTHER than civil service time within the City of Fall River, MUST notify the Department by April 1<sup>st</sup> prior to the start of the fiscal year for inclusion in the budget.
- c. In addition, any bargaining unit member who attains or will attain 30 years of creditable service with the City of Fall River before January of 2011, shall be paid (for the time period July 1, 2010 up until June 30, 2011), a 4% step raise increase, which shall convert to the 8% step raise increase set forth above as of July 1, 2011.
- d. Any member utilizing creditable time OTHER than city civil service time, in achieving 25 years of service, will have the 8% increase calculated on his/her base pay at that time. This will be the base used in calculating appendix A. The member will not advance to any future step, as outlined in appendix A, until his/her City civil service time totals that step. In no case will a member utilizing creditable time OTHER than city civil service time, in achieving 25 years of service, be paid more than a member of the same rank and education level who has achieved 25 years of CITY Civil Service time as listed in appendix A.
- e. Any member retiring this fiscal year (2011) and electing to be paid under the former contract will receive his stipends as in the past, and they will not be reflected in his overtime rate or holiday rate for the remainder of this year.

### 4. Advancing to Next Pay Step

- a. The different pay scales (i.e. 5, 10, 15, 20, 25, & 29 years), as outlined in Appendix A are based on the members attaining the specified number of years during that fiscal year. In determining advancement to

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step 2, 3, 4, or 5, employment on April 1<sup>st</sup> will be the determining date, on which the member will advance to the next pay step.

## Article 4: CAR ALLOWANCE

The Right to Know Officer, the Fire Department Chief Training Officer, the Assistant Fire Department Training Officers, and the Administrative Assistant shall be reimbursed at the rate of one hundred dollars (\$100.00) per month as a car allowance for the use of their vehicles for fire department business.

Any member who spends less than a full month in any of the above referenced positions shall have a pro rata car allowance based on the percentage of time spent in the position.

## Article 5: WORK WEEK/WORK SCHEDULE

Section 1. The average weekly hours of duty of the permanent members of the uniformed force of the Fall River Fire Department shall not exceed forty-two (42) over an eight (8) week cycle as set forth below:

Section 2. Any employee in a line position under the work schedule referenced in this Article who works fewer than eight (8) weeks in the eight (8) week work cycle shall have his/her hours computed by multiplying forty-two (42) hours times the number of weeks worked in the schedule.

Section 3. The following work schedule shall continue. The current practice of allowing early relief at the change of shifts shall continue.

### WORK SCHEDULE

<u>Weeks</u>	<u>Sunday</u>	<u>Monday</u>	<u>Tuesday</u>	<u>Wednesday</u>	<u>Thursday</u>	<u>Friday</u>	<u>Saturday</u>
1	24 ON	OFF	OFF	24 ON	OFF	OFF	OFF
2	OFF	24 ON	OFF	OFF	24 ON	OFF	OFF
3	OFF	OFF	24 ON	OFF	OFF	24 ON	OFF
4	OFF	OFF	OFF	24 ON	OFF	OFF	24 ON
5	OFF	OFF	OFF	OFF	24 ON	OFF	OFF
6	24 ON	OFF	OFF	OFF	OFF	24 ON	OFF
7	OFF	24 ON	OFF	OFF	OFF	OFF	24 ON
8	OFF	OFF	24 ON	OFF	OFF	OFF	OFF

The 24 hour tour shall be defined as the period from 0730 to the following 0730. A shift shall be defined as one-ten hour (0730-1730 and or one fourteen-hour shift 1730-0730). This shall also apply to union release time.

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Section 4. Any employee required to remain on duty in excess of his normal hours, day or night, in accordance with the submitted 42-hour schedule, shall be paid at the rate of time and one-half for each hour retained. When the normal hour is exceeded by thirty minutes (30) or more, and additional hour of compensation shall be paid. Such additional hours of duty shall be computed from the hours of 0730 and 1730. Periods of less than one (1) hour shall be computed and paid in half (1/2) hour increments.

Section 5. Upon being relieved of duty at the scene of a fire/incident, including multiple alarm fires, all members shall return to their station and sign out. Twenty-Five (25) minutes shall be allowed for the employee after his or her return for the purpose of cleaning up, except that if a firefighter is relieved prior to the expiration of a four (4) hour minimum period mentioned in Article 8 the time remaining shall be deducted from said period. Any member not returning to his or her station and signing out will not be eligible for the twenty-five minute clean up period and shall be paid only until the time of release from the incident scene. Transportation from the fire scene shall be provided by the department.

Section 6. Work performed in excess of an employee's established work schedule shall be compensated at time and one half and no mandatory compensatory time off shall be permitted in lieu of overtime pay except that the employee may request compensatory time off and such shall be granted subject only to the manning needs of the department.

Section 7. Work performed by members in Grades XXI through XXV in excess of the established work schedule shall be voluntary and shall be based on a rotating roster of each Grade. Seniority in rank shall govern, but an effort will be made to equalize the distribution of excess hours among all members within a Grade. Hours in excess of the established work schedule shall be compensated at time and one half and shall be separate from shift strength overtime, recall or any other extra duty.

Section 8. For purposes of computing hours in any given work cycle, employees who change duty assignments, or slots, are considered to be in the slot they began the work cycle in for the entire eight (8) week work cycle. This will also apply when an employee is on vacation, sick, or injury leave.

Section 9. Except in the case of a declared emergency or recall ordered by the Chief, no member shall be allowed to work in excess of 48 consecutive hours.

## Article 6: WORKING HOURS FOR SPECIALIZED FORCES

Working hours for specialized forces shall be as follows:

- Machine Shop: Eight (8) hour days beginning between 0700 and 0900 at the discretion of the chief, five days per week.
- Bureau of Fire Prevention and Investigation: 0800 to 1600; one (1) day off weekly;
- Lieutenant assigned to Fire Dispatch: 0800 to 1600; one (1) day off weekly.

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- Chief Training Officer/Assistant Training Officers: 0800 to 1600; one (1) day off weekly.
- Right to Know Officer: 0800 to 1600; one (1) day off weekly based upon flexibility necessary for appointments and meeting schedules required for the position with departmental approval.
- Administrative Assistant: 0800-1600; one (1) day off weekly.
- Information Technology Specialist: 0800-1600; one (1) day off weekly.

## Article 7: WORK RULE AND EXTRA DUTY

Section 1. Overtime, which shall be on a voluntary basis, 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.

Section 2. Overtime, except in an emergency, shall be based upon a rotating roster of all members. For the purpose of establishing this roster, seniority shall govern, but an effort will be made to make equal distribution of overtime amongst all crews and all members. The City shall provide the date, assignment, hours and row from which the overtime was taken to the Union on a biweekly basis from which information the Union will make an understandable chart regarding overtime to be posted monthly for its members. All overtime assigned for shift strength shall be for full shift duration. Employees dismissed prior to the end of a full overtime shift shall be paid for a full shift. Similar information shall be provided by the City or department regarding the accumulation of granting of compensatory time taken in lieu of overtime.

Section 3. If members outside of active fire companies do not receive equal overtime with active company members they shall be eligible to share company overtime in order to equalize their overtime with other members.

Section 4. If an employee refuses an assignment to work overtime for the purpose of maintaining a proper order or rotation, he/she shall be considered as having worked such overtime assignment. However, no employee is to be charged with a refusal unless he/she has at least twenty-four (24) hour notice in cases involving replacement of other employees on vacation or extended sick leave nor while he is on vacation, death leave, union meetings, association meetings involving President, Vice President and/or Secretary and/or Treasurer, sick leave, or emergency leave. Refusal shall not be counted when a member has a doctor/dentist appointment, provided that the member submits official documentation from the attending physician/dentist immediately upon his/her return to duty. A member shall be granted one (1) grace refusal per contract year for manpower overtime when less than twenty-four (24) hours notice is given. Grace refusals shall not be cumulative from one contract year to the next.

Section 5. Voluntary Overtime. There shall be a voluntary overtime list established for the tours of duty encompassing the holidays of Thanksgiving Day, Christmas Eve, Christmas Day, New Years' Eve and New Years' Day. Any member who volunteers for these lists shall not be credited with an overtime on the normal overtime list when

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accepting such an overtime, but he/she shall receive a refusal on both lists when he/she refuses to work on the voluntary list. Grace refusals shall apply only to normal overtime. Separate lists shall be established for each holiday listed above. All voluntary overtime lists shall encompass the full 24 hour period from 0730 to 0730 hours the following day of the above-listed holidays.

Section 6. Any member that reports to work on overtime for the purpose of manpower and is found not to be needed will be allowed to leave work and shall receive four (4) hours compensation at the members overtime rate.

Section 7. A member may take partial tour compensatory off time as long as the following conditions are met:

- 1) The member has compensatory time available to them
- 2) Compensatory time shall be taken for a four (4) hour period only
- 3) A member shall only take compensatory time once per tour
- 4) Compensatory time shall be granted based on manpower levels determined by the Chief of the Fire Department
- 5) Any resultant acting time shall be done according to the contract
- 6) Should a member be on his/her four hour compensatory time period and another member leaves due to an unforeseen absence such as sickness, injury or emergency leave, no overtime shall be called in order to keep an apparatus open. In such a case an apparatus shall be closed until the return of the member using compensatory time.
- 7) Partial tour compensatory time off shall not be granted prior to 0645 hours of the preceding tour.
- 8) Under no circumstances will partial tour compensatory time off generate detail pay.

If a member requests compensatory time off but the member only has compensatory days in his bank, the Deputy Chief shall convert one comp day into hours using four (4) for the time off and adding eight (8) to the member's compensatory time bank.

## Article 8: RECALL TO DUTY/HOLD OVER OVERTIME

Section 1. Overtime shall not be on a voluntary basis in the event of a conflagration or other state of emergency declared by the Chief of the Fire Department. A separate overtime list shall be kept for overtime performed pursuant to this Section.

Section 2. Employees shall be subject to a recall to duty at any time in the event of a multiple alarm fire or other emergency declared by the Fire Chief. Response shall be without any unreasonable delay and only employees on death leave, sick leave, vacation leave, military leave, may be excused. Employees shall be paid at the rate of time and one-half for such recall with a minimum of four (4) hours pay provided that their response to duty is made within one half (1/2) hour of their notification by an authorized fire department employee. Members returning to duty within the half hour of notification

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shall be compensated from the time the multiple alarm is struck. Employees reporting later than after the half hour (1/2) recall notification period shall be paid only for actual time on duty.

Section 3. In the event any employee is required to remain at a multiple alarm fire or other emergency in excess of the four (4) hours as computed above he/she will be compensated from the time of the alarm if he/she reports within the one half (1/2) hour period of the time they are notified by an authorized fire department employee.

Section 4. Whenever a fire scene requires the holding of any one apparatus for an extended period of time, typically considered to be over 1 hour, for the primary purpose of guarding against rekindle, the District Chief will order the staffing of a spare apparatus with an officer and 2 firefighters at their normal overtime rate. If reimbursement can be achieved from the effected parties then they shall be paid the normal detail rate as listed in section 8. This overtime shall be paid from the time of arrival not from time of alarm. The typical 4 hour minimum will apply.

## Article 9: OUT OF GRADE ASSIGNMENT

Section 1. For the purposes of this article, out-of-grade shall be defined as assuming the duties and responsibilities of a higher rank at the highest pay grade of such rank. Out of grade assignments shall be offered first to employees on certified promotional lists, in the order of appearance by mark. In the absence of a promotional list assignments shall be offered to qualified employees by seniority.

Section 2. An employee assigned out-of-grade will be paid a set amount for time they serve in an Out Of Rank (OOR) capacity. This amount is equal to 15% over and above that of a member in their current rank at 5 years and no degree. This hourly amount will be in addition to their normal compensation.

In the event a member is required to work overtime, and is in fact performing the duties of the higher position, they will be compensated in the following manner. The member will receive his normal overtime rate plus (the normal OOR x 1.5)

Section 3. . Any member Injured On Duty (IOD) while working in an OOR capacity will receive, in addition to his normal compensation, the appropriate OOR compensation. The members' holiday pay will also be adjusted to reflect that amount paid to a permanent member in the position held during the injury.

Section 4. Whenever a member works out of grade in an acting capacity for fifty (50%) percent or more of a shift of duty, such employee shall receive the pay of the higher rank for the full shift of duty. When such employee works less than fifty (50%) percent, he/she shall receive the pay for the higher rank on an hour by hour basis.

Section 5. An employee working in an out of grade capacity to fill an existing vacancy or to replace a member on extended absence shall not be bumped by another employee who

would be working in an acting capacity except that he/she may be bumped by a more senior employee, or by a employee in a higher position on a certified Department of Human Resources promotional list, who has been working out of grade with no refusals, and only at the start of a week.

Section 6. Members shall have the right to refuse out-of-grade assignments in non-emergency situations, provided that members not wishing to work out-of-grade notify the Department in writing within two (2) weeks of the requested removal date. Individuals on a certified promotional list must submit a Form 13A requesting removal from out-of-grade assignments based upon his/her position on the certified promotional list and such removal shall be for the duration of the promotional list. In addition, if an employee wishes to be removed from the seniority list used in the absence of a certified promotional list, he/she must submit an additional Form 13A and such removal shall be for the duration of the certified promotional list.

Section 7. Any member wishing to work out of grade from a certified Department of Human Resources promotional list must produce his raw score to the Deputy Chief prior to being placed in an out of rank position. The list(s) shall be used for all out of grade assignments.

Section 8. All staff out of grade assignments shall be filled in accordance with Article 9.

Section 9. Any training necessary for staff positions shall be offered to all members on the applicable promotional list. Members shall have the right to refuse staff training provided that members not wishing to attend said optional training shall notify the Department in writing. Members who choose not to participate in staff training will be ineligible for out of grade assignments in staff positions for the duration of their promotional list. Members who choose not to participate in company positions will be ineligible for out of grade assignments in company positions for the duration of their promotional list.

## Article 10: PAYROLL DEDUCTION OF UNION FEES, DUES AND ASSESSMENTS

The City shall monthly deduct the employee's share of Blue Cross/Blue Shield and life insurance premiums, union dues, initiation fees, and fines and assessments uniformly imposed from the earned wages of each employee in such amount as is determined by the Union, provided that no such deduction shall be made from any employee's wages except when authorized by him on an appropriate form, a copy of which must have been submitted to the City. At least two (2) weeks' notice of change in any of the above deductions shall be given to the City.

## Article 11: AGENCY FEE

The City agrees that it shall be a condition of employment that on or after the thirtieth (30<sup>th</sup>) day of employment in the bargaining unit, each member of the bargaining unit who

chooses not to join, or drops membership in the Union, shall pay a service fee to the Union in lieu of union dues which shall be equal to the amount required to become a member and remain a member in good standing in the Union in accordance with the provisions of Chapter 150E, Section 12 (as amended) of the General Laws. The service fee for the duration of this contract shall be paid monthly.

## Article 12: EXTRA DETAILS

Section 1. If and when a permit to allow controlled burning is granted by the Chief of the Fire Department or his authorized designee to any person or firm engaged in any work whereby burning is feasible, an off-duty fire fighter(s) shall be designated on a voluntary basis according to an established seniority list to insure that the conditions of the permit are complied with. The number of fire fighters so assigned for any detail of aforementioned controlled burning shall be designated by the Chief of the Department or his designee. Compensation for said services shall be at the current detail rate as set forth in Section 9.

Section 2. Any fire watch established by the Fall River Fire Department for the protection of life and property by any private person or firm shall be performed by an off-duty fire fighter(s) on a voluntary basis according to an established seniority list. The number of fire fighters so assigned for any detail of aforementioned fire watch shall be designated by the Chief of the Fire Department or his designee. Compensation for said services shall be as reflected in Section 9.

Section 3. Any fire watch established as a result of activities of any governmental agency or any of its departments shall be performed by an off-duty fire fighter(s) on a voluntary basis according to an established seniority list. The number of fire fighters so assigned for any one tour of duty of aforementioned fire watch shall be designated by the Chief of the Fire Department or his designee. The cost of such services shall be paid for by the governmental agency involved. Compensation for said services shall be as reflected in Section 9.

Section 4. Extra details required by a municipal agency shall be performed by an off-duty fire fighter(s) on a voluntary basis according to an established seniority list. The number of fire fighters so assigned for any one tour of duty shall be designated by the Chief of the Fire Department or his designee. Compensation for said services shall be as reflected in Section 9.

Section 5. Department personnel shall not be solicited by the administration or the executive branch of the fire department to perform the above-listed details nor any duties over and above their normal work week for which they are specifically employed except for compensation at the prevailing extra detail or overtime rate. Except for emergencies, all such extra duties shall be assigned on a voluntary basis according to an established seniority list. The number of fire fighters so assigned for any detail in any instance shall be designated by the Chief of the Department or his authorized designee.

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Section 6. Whenever a fire scene requires the holding of any one apparatus for an extended period of time, typically considered to be over 1 hour, for the primary purpose of guarding against rekindle, the District Chief will order the staffing of a spare apparatus with an officer and 2 firefighters, at their normal overtime rate. If reimbursement can be achieved then they shall be paid the normal detail rate as listed in section 9. This overtime shall be paid from the time of arrival not from time of alarm. The typical 4 hour minimum will apply.

Section 7. The Union and the Chief of the Fire Department shall consult periodically with reference to situations requiring the detailing of off-duty fire fighters in accordance with Sections 1 through 6 above, but ultimate decisions with respect to said detailing shall remain in the Chief's discretion.

Section 8. No fire watch duty shall be assigned to non-bargaining unit employees or to bargaining unit employees who may be in arrears in their union dues or assessments or in the payment of the agency fee if applicable.

Section 9. The rate of pay for all assignments/details as set forth in this article shall be equal to the detail rate established for the Fall River Police with a minimum of four (4) hours guaranteed. Such rates shall include a premium for alcohol, and such rates may be adjusted from time to time during the term of this contract by notice to the union by the city.

## Article 13: HOLIDAYS

Section 1. Every member of the fire department 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.

Section 2. Holiday Compensation. Holiday pay shall be paid at the rate of Thirty (30%) percent of the employee's regular weekly salary.

Section 3. The additional pay for holidays provided for in this Article shall be paid whether or not a member 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.

Section 4. Effective upon the signing of this agreement, and as of July 1, 2010, and of each contract year thereafter, employees shall be entitled to one (1) personal tour for each year of this Agreement. Request for a personal tour shall require forty-eight (48) hours notice to the personnel officer and shall be granted contingent upon established and available personnel levels. Once the approval is given, no subsequent absence by other

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group personnel shall cancel or negate said approval. Requests for personal tours falling on one (1) of the above-listed holidays shall be granted only with departmental approval and based upon manpower and staffing levels. The employee may elect to split his twenty four (24) hour tour into two (2) separate shifts. There shall be no limit to the number of personal tours a member may accumulate.

Section 5. Each employee is entitled to one (1) tour of preferred personal time, which shall be used in accordance with Article XIII, Section 4. The department will maintain the current practice of allowing up to three (3) preferred personal tours citywide on a first come, first served basis per tour. Approval of preferred personal days will be contingent upon funding under the current funding practices for this account.

Section 6. The City agrees to provide for an accounting system which will appear on the members' payroll statement or some other means to reflect time accrued, personal tours, sick leave incentive shifts and comp. time.

Section 7. The City of Fall River will create and fund a separate overtime account in the Fire Department to be used by the Fire Chief to assist in the granting of personal days (Article 13), which shall also include earned sick leave incentive days (Article 31), to help reduce the City's long-term financial liability in this matter.

## Article 14: BLUE CROSS/BLUE SHIELD

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	\$10.00 Tier 1    \$20.00 Tier 1 \$20.00 Tier 2    \$40.00 Tier 2

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\$35.00 Tier 3    \$70.00 Tier 3  
Retail            Mail order

Also effective April 1, 2012, the cost sharing features of the City's Medex plan shall be changed to include the following co-payments:

<u>SERVICE</u>	<u>CO-PAYMENT</u>
Office Visit	\$5.00
Prescription Drugs	\$10.00 Tier 1 \$20.00 Tier 2 \$35.00 Tier 3 For both retail and 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 perquisites 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.

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## 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.

## CONFORMANCE

If any provision of this agreement violates any statute or rule of law of the Commonwealth of Massachusetts it is considered modified to conform to that statute or rule of law.

### Article 15: EMERGENCY LEAVE

An employee may be granted special leave with pay only in the event of an unforeseen emergency within his/her family. When it would constitute a severe hardship to leave his/her family unattended, a member may be excused for up a 24 hour tour depending on the emergency in order to make arrangements for their care provided permission is granted by the District Chief on duty. Family is defined as spouse, mother, father, children, brothers and sisters of the employee or members of the immediate household. Any employee granted leave hereunder shall not be called for an overtime assignment for a twenty-four (24) period commencing at the completion of the emergency tour of duty.

### Article 16: BEREAVEMENT LEAVE

In the event of the death of a spouse, father, mother, brother, sister, child, mother-in-law, father-in-law, son-in-law, daughter-in-law, sister-in-law, brother-in-law, grandmother, grandfather, grandmother-in-law, grandfather-in-law or grandchild (relatives of half blood shall be considered relatives of full blood), or other members of the immediate household in the immediate family of an employee who is in active service at the time of such death or in other exigent circumstances or situations as determined by the Fire Chief, such employee shall be entitled to receive (2) consecutive tours of bereavement leave, exclusive of days off. In the event of the death of an aunt/uncle by blood or marriage, such employee shall be entitled to one (1) tour of bereavement leave exclusive of days off. In all cases leave papers shall be submitted on return from bereavement leave. Leave without loss of pay under this Section shall not be deducted from any other paid authorized leave or vacation. Aunt/Uncle bereavement leave shall include the day of the wake or funeral, or the first tour of duty a member is scheduled to return to duty.

### Article 17: LEAVE WITHOUT PAY LOSS

Section 1. Subject to the operating needs of each division or section, determined by the superior officer in charge, leave of absence without loss of pay will be permitted for the following reasons:

- Attendance by an employee who is a veteran as defined in Section 21, Chapter 31 of the General Laws, as a delegate or alternate to state or national conventions of certain veteran's organizations as designated from time to time.

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- Inoculations required by the Municipal Employer.
- Promotional examinations conducted under Department of Human Resources law and rules for promotion to any position in the service of the Department.
- Medical examinations for retirement purposes.
- Attendance at educational programs required or authorized by the City or the Fire Chief.

Section 2. Military Leave. Every employee covered by this Agreement who is a member of a reserve component of the armed forces of the United States shall be granted, in accordance with Section 59 of Chapter 33 of the General Laws, leave of absence with pay during the time of his/her active duty commitment as a member of such reserve component. Provided, however, that such leave shall not exceed nine (9) tours per calendar year.

Leave without loss of pay under this section shall not be deducted from any other paid authorized leave or vacation.

## Article 18: VACATIONS

Section 1. All employees shall receive full vacation benefits of sixteen (8) tours of earned vacation leave after the completion of a calendar year of service in the Department. Where the previous year's service has been less than the calendar year, the employee shall receive .66 tours of vacation leave for each month served. All partial tours earned shall be rounded up to the next tour. For example, a member with eight months of service would earn 5.28 tours rounded to (6) tours of vacation leave. Any member who works 1 full year will earn 8 tours of vacation.

Section 2. An employee who completes or will complete five (5) years of service in any contract year shall receive nine (9) tours of earned vacation leave each contract year.

Section 3. An employee who completes or will complete ten (10) years of service in any contract year shall receive ten (10) tours of earned vacations leave each contract year.

Section 4. An Employee who completes fifteen or more (15) of service in any contract year shall receive eleven (11) tours of earned vacation leave each contract year.

Section 5. An employee who completes or will complete twenty or more (20) years of service in any contract year shall receive eleven (12) tours of earned vacation leave each contract year.

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Section 6. An employee who completes or will complete twenty or more (25) years of service in any contract year shall receive (13) tours of earned vacation leave each contract year.

Section 7. An employee who completes or will complete twenty or more (29) years of service in any contract year shall receive (14) tours of earned vacation leave each contract year.

Section 8. A week of vacation leave shall be defined as two tours. There shall be a limit of 2 members per company on vacation during any one period, unless approved by the Fire Chief

Section 9. Any accumulated Personal or Sick Incentive days may be used to fill out a short vacation week. This must be done at the time when vacations are selected.

Section 10. Employees may bank one (1) week of vacation per year up to a maximum of one (1) years' worth of vacation.

Section 11. Each employee shall be allowed to float one vacation week per year. Approval of use of this week at any point during the year shall be subject to citywide manpower and require four weeks' notice to the department. The department shall inform the member of approval/denial within one week of the request. In the event that a member floats a vacation week and fails to use this week during the year, the member may request the week to be added to the employees banked vacations as long as the vacation bank is not already full. In the event the employee's bank is full the employee will have until April 1<sup>st</sup> of the following year to use the week or it will be forfeited.

## Article 19: VACATIONS/DEATH OR RETIREMENT OF UNIT MEMBER

Section 1. Upon the death of a member of the bargaining unit who is eligible for vacation, payment shall be made in an amount equal to the vacation allowance earned in the vacation year prior to the member's death but which had not been granted, and in addition, that portion of the vacation allowance earned in the vacation year during which the member died, up to the time of separation from payroll; provided, that no monetary, or other allowance has already been made thereof. The city auditor may, upon request of the appointing authority of the deceased member, authorize payment of such compensation upon the establishment of a valid claim therefore, in the following order of precedence:

- a) To the surviving beneficiary or beneficiaries, if any, lawfully designated by the member under the contributory retirement system.
- b) If there be no such designated beneficiary, to the estate of the deceased.

Section 2. Lump Sum Payment. Any unused vacation due a member at the time of his/her retirement shall be paid in lump sum on the first pay day or as soon as possible

following his/her retirement and he/she shall not be required to take his/her vacation the year prior to the effective date of his/her retirement.

Section 3. Any member electing not to take vacation under Section 2, above, shall be entitled to a lump sum payment equal to the number of tours he/she is entitled to pursuant to Article 19 (Vacations). Said lump sum payment shall not exceed vacation entitlement accrued during the last two (2) years of employment.

## Article 20: VACATION SCHEDULE

Vacation leave selection shall be governed by the following rules:

- a) Deputy Chiefs shall select their vacation by seniority in rank under the same provisions as all other employees as set forth in this Article.
- b) District Chiefs shall select by seniority in rank within their respective districts. Their aides shall then select by seniority within their assigned districts in accordance with the rules set forth in this Article.
- c) Officers shall select by seniority in rank and then fire fighters by seniority. All periods shall be double periods.
- d) Vacations may be taken in increments of one (1) week, however, in the initial round of vacation selection, two (2) weeks shall be selected either consecutively or separately. Additional seniority vacation leave shall be picked in increments (consecutive or separate) of 2-2-1.
- e) Any member wishing to take vacation leave which is due him/her may select a period, other than during prime time, without submitting a letter for acceptance, since it is agreed that as long as time is available, it should be allowed without special consideration.
- f) Any member who, after having made his/her first selection, has the additional opportunity to select a period which will make his/her prior vacation pick continuous, shall be allowed to do so.
- g) The period from January 1 to March 31 shall be opened to individuals who may want to select additional vacation leave, but this period shall not be counted in the amount of periods given to any one company.
- h) Any two members, whether officer grade or fire fighter, may be on vacation leave together. There shall be no restriction on who can take double vacation.
- i) Any employee who retires shall do so in accordance with applicable City ordinance.

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## Article 21: SICKNESS/INJURY/COURT DURING VACATION TIME

Section 1. Any employee who is disabled due to sickness or injury, provided that the injury or illness is not due to the result of outside employment, during his/her assigned vacation period shall not be charged for such vacation time. Provided, however, that the employee shall not automatically extend his/her vacation, but rather, said unused vacation shall be assigned either in the current or subsequent calendar year at a time convenient to the Department. Employees shall provide a doctor's certificate with respect to said disability.

Section 2. The word "disabled" shall be defined as not being fit to perform the normal duties of a fire fighter. The employer may, at its own expense, require that the employee submit to an independent examination by a doctor regarding the nature of the injury or illness which disables him/her from performing normal duties.

Section 3. Any employee who as a result of the performance of his or her official duties attends as a witness, or in any other officially assigned capacity, a court proceeding, criminal or civil, while on vacation, shall be compensated at a rate of time and one half, for a minimum of four hours. Further, the employees vacation will extend by the number of hours spent in court.

## Article 22: BID SYSTEM

Section 1. Vacancies. Whenever a vacancy shall exist in any of the active fire companies, excluding Rescue 1, it shall be filled on a seniority basis. Employer is to maintain a bid system.

Section 2. Bid System Procedure:

A vacancy in one of the 11 engine or ladder companies shall occur when any of the following occur: retirement, promotion, death, transfer of a suppression employee to a staff position, increase in company strength, or when a position becomes vacant due to a transfer to Rescue 1, Car 2, and Car 3.

- a) The department administration shall post the openings for vacancy for twenty (20) days within ten (10) days of the occurrence of the vacancy.
- b) Bids shall be submitted to the Chief, in writing, on form 13A requesting assignment to the vacancy, and the Chief shall award the bid within ten (10) days of the close of the posting period. Transfers awarded by the bid procedure may be delayed by the Chief for no longer than the start of the next eight (8) week work cycle following the bid approval. Except, however, that in circumstances where hours are balanced for the remainder of the cycle, a transfer shall be awarded at the beginning of the next work week.

- c) Bid system – after the initial bid is awarded there shall be a subsequent bid offered for the position vacated by the person being awarded the original bid. This process will be repeated again, bringing the total bid opportunities to (3) for every original bid opportunity.
- d) No bid shall be awarded in a situation where the awarding of such bid will result in the displacement of a member, already working in that company, who has more seniority than the person who would have been awarded the bid”.
- e) Bidding does not include any particular assignment in the company to which the individual is transferred.
- f) The senior individual bidding shall be awarded the bid if there are no extenuating circumstances that would prohibit such assignment.
- g) An employee receiving a transfer through bidding cannot re-bid for one (1) year. An employee awarded a bid vacancy shall not be transferred for a period of one (1) year from the date of the award.
- h) An employee awarded a bid vacancy who cannot perform the duties assigned in his new position such as driving, tillering, or operating a pump, shall be returned to his previous assignment after ninety (90) days trial period. Lack of performance by the individual shall be forwarded in writing by the Company Commander and the Training Officer. Reports so submitted shall constitute a basis for return to former assignment. This shall not prohibit the employee from bidding on another assignment.
- i) No person in a company may bid for a vacancy in the company in which he is permanently assigned.

## Article 23: MUTUAL TRANSFERS

Mutual transfers shall be allowed subject to the following provisions:

- a) Employees who are granted a mutual transfer must spend one (1) year in the position transferred.
- b) Employees on long-term sick or injury leave shall not be eligible to participate in mutual transfers.
- c) If either employee involved in a mutual transfer works less than one (1) year in their respective positions, the mutual shall be considered to be null and void and both positions involved in the transfer request shall revert to the standard bid procedure as set forth in Article 23. This subsection does not apply in the event of death, obvious subsequent injury or other exigent circumstances as may be determined by the Union and the Chief of the Department.

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## Article 24: ATTENDANCE AT UNION MEETINGS, CONVENTIONS AND STATE ASSOCIATION MEETINGS

On-duty personnel shall be granted time off without loss of pay or other benefits under the following circumstances:

- a. The President, Vice-President, Secretary and Treasurer can attend monthly meetings of Local 1314 (and E-Board) while on duty. There shall be no more than (2) apparatus at the meetings, and they shall only be utilized if the manpower is at the minimum. These 2 apparatus shall not come from the same task force, and shall not include a ladder truck. These apparatus shall be placed back in service immediately if the need arises. If there is sufficient manpower for a chair officer to attend, and the chair officer is a FRFD Officer, he will be replaced by an acting Lieutenant as conveniently as possible.
- b. The President will be allowed to attend Union Negotiating and Grievance Committee meetings. The Vice-President, Secretary and Treasurer can attend when there is sufficient manpower.
- c. The President, Vice-President, Secretary and Treasurer can attend monthly meetings of the PFFM. Their positions will be backfilled when manpower is below the minimum. Notice of such meetings must be given to the Deputy of Operations at least 11 full days prior to the start of the week in which the meeting will be held (notice will be given prior to each meeting). The deputy will adjust manpower up to the Thursday of the week before the meeting is to take place.
- d. Officers and delegates of Local 1314, not exceeding (5), can attend the state-wide convention of the PFFM. Their positions will be backfilled when manpower is below the minimum. Notice of such meetings must be given to the Deputy of Operations at least 11 full days prior to the start of the week in which the meeting will be held (notice will be given prior to each meeting). The deputy will adjust manpower, if necessary, up to the Thursday of the week before the meeting is to take place.
- e. Officers and delegates of Local 1314, not exceeding (5), can attend the national convention of the IAFF. Their positions will be backfilled when manpower is below the minimum. Notice of such meetings must be given to the Deputy of Operations at least 11 full days prior to the start of the week in which the meeting will be held (notice will be given prior to each meeting). The deputy will adjust

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manpower, if necessary, up to the Thursday of the week before the meeting is to take place.

- f. The President shall have up to one tour per week for union release time and for any necessary union related matters. In the event the President is on vacation or otherwise unavailable, the Vice-President shall have up to one tour per week for union release time and for any necessary union related matters. The President, or Vice President, shall submit documentation to the Fire Chief showing the participation in the above mentioned duties.

In all of the foregoing situations, time off shall extend for the duration of the meeting and/or convention plus the necessary traveling time. The total number of conventions listed in (d) and (e) shall not exceed three (3) per year.

## Article 25: BENEFIT ASSOCIATION LEAVE

Section 1. Elected officers and directors, limited to five (5) in number, of the Fall River Permanent Firemen's Benefit Association, when attending the annual Fireman's Ball, shall be granted time off without loss of pay or other benefits.

Section 2. Elected officers and directors, limited to five (5) in number, of the Fall River Permanent Firemen's Benefit Association, when attending the annual meeting of said Association, shall be granted time off without loss of pay or other benefits.

In each of the foregoing situations, time off shall extend for the duration of the event plus the necessary traveling time.

## Article 26: RESIDING OUTSIDE CITY LIMITS

Any employee hired on or after July 1, 1985 shall comply with and be subject to residency requirements set forth in Section 50.101 of the Revised Ordinances of the City of Fall River (Rev. 1999). All other employees shall be allowed to reside within fifteen miles outside the city limits of Fall River, within the Commonwealth. Employees so residing will cooperate in making arrangements to be notified in the event of a second alarm or other emergency.

## Article 27: GRIEVANCE PROCEDURE

Complaints, disputes or controversies of any kind which arise between one or more employees and the city or its agents concerning the working conditions, hours of work, wages, fringes or rates of pay referred to in this Agreement, or which are provided for

# FINANCE 4

any statute, charter provision, ordinance, rule, regulation or policy which is not in conflict with this Agreement, may be processed as a grievance, under the following procedure:

Step 1. The Union Representative shall present the grievance initially to the officer on duty in charge of the company. That officer will meet with the Union Representative within forty-eight (48) hours after the presentation of a grievance to discuss and attempt to resolve the grievance. If not settled, it may be presented to the District Chief on duty in Step 2. A grievance on behalf of an Officer within the bargaining unit may be presented initially at Step 2.

Step 2. The Union shall present the grievance in writing to the District Chief, who then shall meet with the Union's grievance committee within seventy-two (72) hours to discuss and attempt to adjust the grievance. In the event the grievance cannot be adjusted satisfactorily within four (4) calendar days of its presentation to the District Chief, it thereafter may be presented to the Chief of the Fire Department for discussion in Step 3. any grievance which affects the department generally may be initiated at Step 3.

Step 3. Within five (5) calendar days after the presentation of a grievance to the Chief, the grievance committee shall meet with the Chief, or in his/her absence with the Chief's designee, to discuss and attempt to adjust the grievance. If the grievance cannot be adjusted satisfactorily within ten (10) days of the presentation to the Chief, it thereafter may be presented to the Mayor.

Step 4. Within ten (10) calendar days after the presentation of a grievance to the Mayor of the city or his designee, the grievance committee shall meet with the Mayor of the City or his designee to discuss and attempt to adjust the grievance. If the grievance cannot be adjusted satisfactorily within three (3) weeks of its presentation to the Mayor or his designee, and if the grievance involves a dispute over the interpretation or application of the terms of this Agreement, it thereafter may be submitted within sixty (60) days to the American Arbitration Association for arbitration in accordance with its rules of voluntary labor arbitration. Except that all grievances, the nature of which fall within the jurisdiction of the Massachusetts Civil Service Commission, shall be submitted to that body for adjudication rather than to arbitration unless the complainant waives his rights under Civil Service in writing. In addition, an employee subjected to discipline shall be permitted to grieve and arbitrate such discipline for just cause so long as they waive their right to proceed on such discipline before the civil service commission.

The parties hereto shall share equally in the cost of the arbitration proceeding.

All participants in the procedures of this Article, including the Arbitrator, shall apply concepts of reasonableness and fairness and be governed by applicable provisions of this Agreement in performing their functions.

Any adjustments of a grievance reached in any step of the grievance procedure, or the award of an arbitrator, shall be final and binding on the parties.

The time limits established in this Article may be extended by mutual consent. Any failure of a party to make a required response within the time limit specified shall be taken as a negative response and the moving party may proceed to the next level.

The grievance committee of the Union shall consist of not more than three representatives of the Union and any time they, or the Union Representatives, spend in discussing or processing grievances as provided in the grievance procedure during their working hours shall not result in any loss of regular earnings or benefits. There shall be one Union Representative for each company. In case of emergency or absence of the Union Representative, the grievant shall have the benefit of the fire department intercommunication system to contact any member of the Union grievance committee.

#### **Article 28: INVOLUNTARY RETIREMENT**

Any permanent member of the fire department who is involuntarily retired because of injury or disability and who is subsequently reinstated, shall be entitled to the same rights and privileges that he/she would have attained if there had not been any interruption of service.

#### **Article 29: SICKNESS/ILLNESS**

Any employee who is ill or injured shall be automatically granted sick leave, with pay, for the duration of the illness or injury provide that such illness or injury is supported by satisfactory evidence and provided further, that the injury or illness is not the result of outside employment. Seniority shall accumulate during such leave and provided further that this paragraph shall be subject to applicable provisions of the Department of Personnel Administration laws. No employee who is on approved departmental sick leave or line of duty injury leave shall engage in any outside employment during the duration of such leave.

Section 1. A member who is on a short sick leave shall make a progress report to the department every work day that such illness continues.

Section 2. Any member reporting out sick periodically and compiling a series of short duration absences may be required by the Chief, after notice, to submit a physician's certificate for each subsequent absence. The employer may require the employee to submit to a physical examination by a physician designated by the department. If so, the report shall be recognized unless substantial evidence as to fitness for duty can be presented to the contrary through the department physician to the Chief Executive Officer.

Section 3. Any member who is on extended sick leave shall make a progress report to the department every week that such illness continues.

Section 4. In cases of extended leave, the department may require the absent employee to submit to periodic examinations by a physician designated by the department. The report of such examination shall be recognized unless substantial evidence as to fitness for duty

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can be presented to the contrary through the designated physician to the Chief Executive Officer.

Section 5. In the event that a member of the department, because of injury or illness suffered in the line of duty, requires medical services or treatment from other than a physician designated by the department, he/she must obtain permission for such services from the designated physician or the Chief Executive Officer. In the absence of such authorization, any medical bills incurred will be subject to approval by the Fire Chief.

Section 6. Emergency treatment shall be authorized by the person in charge at the scene of a fire or other emergency.

Section 7. Any member not using sick leave in any of the three (3) month periods beginning January 1<sup>st</sup> of the calendar year (April 1, July 1, and October 1) shall receive one (1) sick leave incentive shift off for each of the stipulated periods in which no sick leave is used. There shall be no elimination of personal tours/sick leave incentive shifts from books, carry over will be automatic without loss. The City also agrees to provide an accounting system which will appear on the members' payroll statement or some other means to reflect time accrued, personal tours, sick leave incentive shifts and comp time. Any unused time shall accumulate without limit and shall be paid upon the employee's death or separation from service.

Section 8. When personal tours or sick incentive shifts are requested for the same day, the oldest request shall prevail. However, when applied for on the same day, seniority shall prevail

Section 9. When a member is out sick for a period of 60 days, he or she will, at the discretion of the Fire Chief, present to his or her physician a questionnaire. The questionnaire will ask the physician to indicate whether the member is capable of returning to full duty, or if not, modified duty.

The physician will be provided with a copy of the Essential Functions of a Firefighter, which will be the standard for return to full duty, and a copy of Modified Duties of a Firefighter, which will be the standard for return to modified duty.

The member's physician will be the final arbiter as to the member's suitability for return to either full or modified duty. Should the member's physician authorize modified duty, he or she will have the discretion to put conditions on said modified duty, as medically indicated.

## Article 30: EXISTING BENEFITS

The employer agrees that all existing benefits and practices currently in effect shall not be changed without Union approval:

- a) The right to work (48 consecutive hours)

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- b) Scheduled vacation time to include Christmas week;
- c) Two (2) hour period for Christmas and Thanksgiving Dinner;
- d) Present practices in the wearing of uniforms;
- e) The right to change duty with others so long as the slot is filled by someone of equal qualifications. If an employee agrees to a change of duty with another employee, the replacement employee is responsible for the tour of duty requested.
- f) The same use of station house facilities unless said usage unreasonably interferes with the operation of the department; and
- g) The City shall provide biweekly overtime lists to the Union leadership and a copy of same shall be provided to each house.

## Article 31: MANPOWER LEVELS

The City agrees to maintain manpower levels to insure reasonable and safe working conditions. Any layoffs shall be in accordance with Massachusetts Law and Department of Personnel Administration regulations as applicable. The City also agrees that during FY11 or FY 12 there shall be no lay-offs.

## Article 32: INFORMATION COPIES TO ASSOCIATION

A copy of all memos, communications and general orders issued to fire companies by the Chief of the Department, Deputy, or other senior officer who acts in a like capacity shall be provided to the Union at the same time as copies are delivered to the various fire companies.

## Article 33: LEGAL DEFENSE

Section 1. The City will defend any litigation, civil or criminal, brought against any employee in the bargaining unit as a result of any activities of said employee while on duty and in the ordinary course of employment including, but not limited to, actions brought pursuant to M.G.L. c.258.

Section 2. Any member shall be entitled to have a Union representative and/or Union legal counsel present at any investigative interview by the Chief, if such interview or questioning could lead to a disciplinary action. Any such interview shall normally be conducted during business hours.

## Article 34: PROMOTION LIST

Section 1. An active Department of Human Resources promotional list for all existing ranks shall be maintained at all times by the department. When a vacancy occurs (but not

later than fifteen (15) days after such vacancy is created) a certification list will be created and the vacancy shall be filled within thirty (30) days) after that list has been signed by the candidates.

Section 2. The City will appoint to fill said vacancies in accordance with the highest marks obtained from Department of Human Resources in accordance with practice of selecting from the top three grades.

Section 3. The City shall call for promotional examinations in all ranks in a timely fashion to insure that all promotional lists shall be renewed every two (2) years.

## Article 35: STABILITY OF AGREEMENT

Section 1. No amendment, alteration or variation of the terms or provisions of this Agreement shall bind the parties hereto unless made and executed in writing by the parties hereto.

Section 2. Failure of the Employer or the Union to insist, in any one or more situations, upon performance of any of the terms or provisions of this Agreement shall not be considered as a waiver or relinquishment of the right of the Employer or Union to future performance of any such term or provisions, and the obligation of the Union and the Employer to such future performance shall continue in full force and effect.

## Article 36: INDIVIDUAL MASKS

The City shall supply a new/rebuilt SCBA mask for all department personnel who shall be responsible for proper care of the mask. If the SCBA mask is damaged through neglect or misuse, the member assigned the mask shall be responsible for its prompt replacement. No member shall be assigned to a fire company until he/she is provided with a personal mask.

## Article 37: EDUCATIONAL INCENTIVE PAY

Section 1. Employees who received or will receive credits and/or degrees in the areas of Fire Science Technology, Fire Administration and/or Fire Science shall receive the appropriate wages based on the salary matrix in Appendix A.

Associates Degree (or 60 credits in an accredited program earned toward a baccalaureate or masters degree in Fire Science, Fire Science Technology, or Fire Administration) shall be placed in the appropriate associate's degree pay rate according to Appendix A.

Section 2. Said degree, or active inclusion in the degree program, must be achieved prior to July 1<sup>st</sup> of any given contract year. Notice of receiving a degree or inclusion in a degree program will be provided to the Fire Chief no later than April 1<sup>st</sup> prior to the start of the fiscal year.

# FINANCE 4

Section 3. For inclusion into these appropriate pay scales, a firefighter must submit a certified copy of the firefighter's transcript along with a copy of his or her degree if applicable. The aforementioned documentation shall be submitted to and approved by the Fire Chief and forwarded to the Director of Human Resources.

Section 4. No firefighter will be eligible for educational compensation until the fiscal year following his completed probationary period.

## Article 38: LADDER COMPANY/FIRE RESCUE

The parties agree that the Department may institute and carry out a program of cross-training which will involve all ladder company personnel and will cause them to be proficient in certain specialized operations currently performed (in the main) by Rescue 1. Such training will allow ladder companies to operate as needed with the Rescue and will allow additional manpower at incidents with the Rescue, or for operation at separate specialized incidents in the event the Rescue is unavailable.

By way of example, but not limitation, such specialized areas of cross-training might include vehicle extrication, confined space rescue, high angle rescue, elevator rescue and ice/cold water rescue.

## Article 39: DETAIL PAY

Whenever employees are detailed out of their station they shall receive an additional \$10.00 detail pay.

Whenever employees are required to use their personal vehicles to move between assignments during their shift, they will receive a payment of \$10.00. In addition, the City shall designate a section of Troy St., Center Station, as a "Fire Personnel Only" parking area. This shall be accomplished by the installation of signage and or curb painting stating same.

This does not apply to members acting out of grade nor does it apply to members detailed in advance of their shift. Furthermore, it is not applicable to the Thanksgiving and Christmas Holiday meal schedule

## Article 40: AMBULANCE CROSS TRAINING

This union agrees that the Department may institute a program of training which will involve firefighters and fire officers being educated in the location and use of emergency medical equipment and supplies carried on the fire ambulance. Such training would allow fire personnel to render greater assistance to EMT/EMS Personnel and the public at emergency incidents.

In addition, the Union agrees that under certain circumstances, as required, its members may be utilized to drive the ambulance to a hospital, thereby allowing the EMT/EMS personnel to provide direct patient care.

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## Article 41: DISTRICT CHIEF AIDE

Any member who is filling in for a District Chief's Aid will be paid an additional hourly rate equal to 2.91% above that of a firefighter with five (5) years and no degree as shown in Appendix A.

## Article 42: EMPLOYEE ASSISTANCE PROGRAM

The employee assistance program shall be maintained by the Department in accordance with agreement of the Union and no changes in said program shall be made without mutual approval between the Union and the Chief.

## Article 43: MATERNITY/PATERNITY LEAVE

Section 1. Whenever a female employee shall become pregnant, she shall furnish the Fire Chief with a certificate from her physician stating the approximate expected date of her delivery. She shall continue to work so long as her physician certifies that she is able to do so and the Fire Chief does not find her work performance impaired. Pregnancy-maternity leave with pay shall be granted commencing with cessation of actual work, but not more than three (3) months prior to the expected date of her delivery, and continuing until she is able to return to work after delivery, but not more than three months thereafter. Nothing in this article shall preclude a pregnant employee from taking sick leave pursuant to Article 31 for any condition which prevents her attendance for duty.

Section 2. A male fire fighter shall be granted two (2) tours of paternity leave, exclusive of days off, at full pay, for birth or adoption of his child. This section does not apply to members who are on sick leave or injured on duty status unless approved by the Chief of the Department.

## Article 44: EMS TRAINING

The City will provide a Trainer in the EMS Division to provide educational training on a continuing basis for EMS employees. Providing availability of space, members of the Fire Fighters Local will be allowed to participate in the ongoing training.

## Article 45: DIRECT DEPOSIT

The City provides all employees with direct deposit for payroll checks. Those wishing to donate to the Firefighters scholarship fund may do so through payroll deductions.

## Article 46: NIGHT/SHIFT DIFFERENTIAL

Night Differential: Employees who are regularly scheduled to work night shifts or who work any shift or tour of duty commencing at or after 1730 and ending at or before 0730, shall receive in addition to their regular weekly compensation, a night shift differential

as calculated into Appendix A.

Staff Assignments: The City and the department, in recognition of the special and ongoing training requirements for employees assigned to staff assignments, agree that employees assigned to staff positions shall receive in addition to the employees' regular compensation an amount as calculated into Appendix A.

## Article 47: INJURY ON DUTY

Whenever a member is injured on duty he or she shall report said injury by completing Form 7, "Report of Accident to a member of This Department". This report shall be completed and forwarded to the Deputy Chief of Operations within two weeks of the date the injury was sustained.

In the event the injury renders the member unable to complete Form 7, the immediate supervisor of the injured member will make a report of such injury to the Deputy Chief of Operations by Form 13-A within two weeks of the date of the injury.

## Article 48: Suspension Without Pay

When a member is suspended without pay his or her loss of pay will be according to the following schedule:

- One (1) day suspension will result in the loss of ten (10) hours pay.
- Two (2) day suspension will result in the loss of fourteen (14) hours pay.
- Three (3) day suspension will result in the loss of twenty-four (24) hours pay.
- Four (4) day suspension will result in the loss of thirty-four (34) hours pay.
- Five (5) day suspension will result in the loss of forty-eight (48) hours pay.

These terms and conditions only apply to disciplinary matters and are not used in any other computations with regard to payroll or retirement calculations.

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IN WITNESS WHEREOF, the City of Fall River has caused this instrument to be signed and sealed with its corporate seal by its Mayor, William A. Flanagan, and the said Local # 1314, International Association of Fire Fighters, AFL-CIO, has caused this instrument to be signed by Jason Burns, its President, and other members of its Bargaining Committee all duly authorized.

## CITY OF FALL RIVER

## FALL RIVER FIREFIGHTERS LOCAL 1314

\_\_\_\_\_  
William A. Flanagan, Mayor  
Date

\_\_\_\_\_  
Attorney, Harold L.  
Lichten  
Date

\_\_\_\_\_  
Shawn E. Cadime  
City Administrator  
Date

\_\_\_\_\_  
Jason Burns, I.A.F.F.  
President  
Date

\_\_\_\_\_  
William Silvia, Fire Chief  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Madeline S. Coelho  
Director of Administrative  
Services  
Human Resources  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Gary Howayeck  
Corporation Counsel  
Date

\_\_\_\_\_  
Date

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Bi-Weekly Wage Steps/Less than 5 years will receive \$200.00 annually  
(\$7.6923 per bi-weekly period)

FY 2013 = 2.5% increase

FY 2014 = 2.5% increase

FY 2015 = 2.5% increase

## Firefighter-Step 1

### Step 1

7/1/2011	1710.28
7/1/2012	1760.92
7/1/2013	1804.94
7/1/2014	1850.07

## Firefighter-Step 2

	<u>No Educ.</u>	<u>Associates</u>	<u>Bachelors</u>	<u>Masters</u>
7/1/2011	1865.65	1949.09	2032.54	2074.26
7/1/2012	1920.18	2005.70	2091.24	2134.00
7/1/2013	1968.18	2055.84	2143.52	2187.35
7/1/2014	2017.38	2107.24	2197.11	2242.03

## Firefighter-Step 3

	<u>No Educ.</u>	<u>Associates</u>	<u>Bachelors</u>	<u>Masters</u>
7/1/2011	1907.65	1993.10	2078.54	2121.26
7/1/2012	1963.23	2050.81	2138.39	2182.18
7/1/2013	2012.31	2102.08	2191.85	2236.73
7/1/2014	2062.61	2154.63	2246.64	2292.65

## Firefighter-Step 4

	<u>No Educ.</u>	<u>Associates</u>	<u>Bachelors</u>	<u>Masters</u>
7/1/2011	1952.11	2039.67	2127.23	2171.01
7/1/2012	2008.80	2098.55	2188.30	2233.17
7/1/2013	2059.02	2151.01	2243.00	2289.00
7/1/2014	2110.49	2204.79	2299.08	2346.22

## Firefighter-Step 5

	<u>No Educ.</u>	<u>Associates</u>	<u>Bachelors</u>	<u>Masters</u>
7/1/2011	1997.67	2087.40	2177.13	2222.00
7/1/2012	2055.50	2147.47	2239.44	2285.43
7/1/2013	2106.88	2201.16	2295.43	2342.57
7/1/2014	2159.56	2256.19	2352.81	2401.13

# FINANCE 4

## Firefighter - 5 years service

	<u>No Educ.</u>	<u>Associates</u>	<u>Bachelors</u>	<u>Masters</u>
7/1/2011	2032.84	2122.57	2212.3	2257.17
7/1/2012	2083.66	2175.63	2267.61	2313.60
7/1/2013	2135.75	2230.03	2324.30	2371.44
7/1/2014	2189.15	2285.78	2382.41	2430.73

## Firefighter - 10 years service

	<u>No Educ.</u>	<u>Associates</u>	<u>Bachelors</u>	<u>Masters</u>
7/1/2011	2050.43	2140.16	2229.89	2274.76
7/1/2012	2101.69	2193.66	2285.64	2331.63
7/1/2013	2154.23	2248.51	2342.78	2389.92
7/1/2014	2208.09	2304.72	2401.35	2449.67

## Firefighter - 15 years service

	<u>No Educ.</u>	<u>Associates</u>	<u>Bachelors</u>	<u>Masters</u>
7/1/2011	2069.97	2159.70	2249.43	2294.30
7/1/2012	2121.72	2213.69	2305.67	2351.66
7/1/2013	2174.76	2269.03	2363.31	2410.45
7/1/2014	2229.13	2325.76	2422.39	2470.71

## Firefighter - 20 years service

	<u>No Educ.</u>	<u>Associates</u>	<u>Bachelors</u>	<u>Masters</u>
7/1/2011	2091.47	2181.20	2270.93	2315.79
7/1/2012	2143.76	2235.73	2327.70	2373.68
7/1/2013	2197.35	2291.62	2385.90	2433.03
7/1/2014	2252.28	2348.91	2445.54	2493.85

## Firefighter - 25 years service

	<u>No Educ.</u>	<u>Associates</u>	<u>Bachelors</u>	<u>Masters</u>
7/1/2011	2284.11	2381.02	2477.92	2526.38
7/1/2012	2341.21	2440.55	2539.87	2589.54
7/1/2013	2399.74	2501.56	2603.36	2654.28
7/1/2014	2459.74	2564.10	2668.45	2720.63

## Firefighter - 29 years service

	<u>No Educ.</u>	<u>Associates</u>	<u>Bachelors</u>	<u>Masters</u>
7/1/2011	2317.87	2414.78	2511.69	2560.14
7/1/2012	2375.82	2475.15	2574.48	2624.14
7/1/2013	2435.21	2537.03	2638.84	2689.75
7/1/2014	2496.09	2600.45	2704.82	2756.99

# FINANCE

4

## District Aids - Step 1

### Step 1

7/1/2011	1757.68
7/1/2012	1809.51
7/1/2013	1854.74
7/1/2014	1901.11

## District Aids - Step 2

	<u>No Educ.</u>	<u>Associates</u>	<u>Bachelors</u>	<u>Masters</u>
7/1/2011	1914.21	1997.66	2081.10	2122.82
7/1/2012	1969.95	2055.49	2141.01	2183.78
7/1/2013	2019.20	2106.87	2194.54	2238.37
7/1/2014	2069.68	2159.55	2249.40	2294.33

## District Aids - Step 3

	<u>No Educ.</u>	<u>Associates</u>	<u>Bachelors</u>	<u>Masters</u>
7/1/2011	1957.38	2042.83	2128.27	2170.99
7/1/2012	2014.20	2101.79	2189.36	2233.15
7/1/2013	2064.55	2154.33	2244.10	2288.98
7/1/2014	2116.17	2208.19	2300.20	2346.20

## District Aids - Step 4

	<u>No Educ.</u>	<u>Associates</u>	<u>Bachelors</u>	<u>Masters</u>
7/1/2011	2003.07	2090.63	2178.19	2221.97
7/1/2012	2061.03	2150.78	2240.53	2285.40
7/1/2013	2112.56	2204.55	2296.54	2342.54
7/1/2014	2165.37	2259.66	2353.96	2401.10

## District Aids - Step 5

	<u>No Educ.</u>	<u>Associates</u>	<u>Bachelors</u>	<u>Masters</u>
7/1/2011	2049.90	2139.63	2229.36	2274.22
7/1/2012	2109.03	2201.01	2292.98	2338.96
7/1/2013	2161.76	2256.03	2350.30	2397.43
7/1/2014	2215.80	2312.43	2409.06	2457.37

## District Aids - 5 years service

	<u>No Educ.</u>	<u>Associates</u>	<u>Bachelors</u>	<u>Masters</u>
7/1/2011	2085.07	2174.80	2264.53	2309.39
7/1/2012	2137.20	2229.17	2321.14	2367.12
7/1/2013	2190.63	2284.90	2379.17	2426.30
7/1/2014	2245.39	2342.02	2438.65	2486.96

# FINANCE

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## District Aids - 10 years service

	<u>No Educ.</u>	<u>Associates</u>	<u>Bachelors</u>	<u>Masters</u>
7/1/2011	2102.65	2192.38	2282.11	2326.98
7/1/2012	2155.22	2247.19	2339.16	2385.15
7/1/2013	2209.10	2303.37	2397.64	2444.78
7/1/2014	2264.32	2360.95	2457.58	2505.90

## District Aids - 15 years service

	<u>No Educ.</u>	<u>Associates</u>	<u>Bachelors</u>	<u>Masters</u>
7/1/2011	2122.19	2211.92	2301.65	2346.52
7/1/2012	2175.24	2267.22	2359.19	2405.18
7/1/2013	2229.63	2323.90	2418.17	2465.31
7/1/2014	2285.37	2382.00	2478.63	2526.95

## District Aids - 20 years service

	<u>No Educ.</u>	<u>Associates</u>	<u>Bachelors</u>	<u>Masters</u>
7/1/2011	2143.69	2233.42	2323.15	2368.01
7/1/2012	2197.28	2289.26	2381.23	2427.21
7/1/2013	2252.21	2346.49	2440.76	2487.89
7/1/2014	2308.52	2405.15	2501.78	2550.09

## District Aids - 25 years service

	<u>No Educ.</u>	<u>Associates</u>	<u>Bachelors</u>	<u>Masters</u>
7/1/2011	2340.51	2437.42	2534.33	2582.78
7/1/2012	2399.02	2498.36	2597.69	2647.35
7/1/2013	2459.00	2560.81	2662.63	2713.53
7/1/2014	2520.47	2624.83	2729.20	2781.37

## District Aids - 29 years service

	<u>No Educ.</u>	<u>Associates</u>	<u>Bachelors</u>	<u>Masters</u>
7/1/2011	2374.27	2471.18	2568.09	2616.55
7/1/2012	2433.63	2532.96	2632.29	2681.96
7/1/2013	2494.47	2596.28	2698.10	2749.01
7/1/2014	2556.83	2661.19	2765.55	2817.74

## Lieutenant - 5 years service

	<u>No Educ.</u>	<u>Associates</u>	<u>Bachelors</u>	<u>Masters</u>
7/1/2011	2315.49	2418.68	2521.87	2573.47
7/1/2012	2373.38	2479.15	2584.92	2637.81
7/1/2013	2432.71	2541.13	2649.54	2703.75
7/1/2014	2493.53	2604.65	2715.78	2771.35

# FINANCE

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## Lieutenant - 10 years service

	<u>No Educ.</u>	<u>Associates</u>	<u>Bachelors</u>	<u>Masters</u>
7/1/2011	2333.08	2436.27	2539.46	2591.05
7/1/2012	2391.41	2497.18	2602.95	2655.83
7/1/2013	2451.19	2559.61	2668.02	2722.22
7/1/2014	2512.47	2623.60	2734.72	2790.28

## Lieutenant - 15 years service

	<u>No Educ.</u>	<u>Associates</u>	<u>Bachelors</u>	<u>Masters</u>
7/1/2011	2352.62	2455.81	2559.00	2610.59
7/1/2012	2411.44	2517.21	2622.98	2675.85
7/1/2013	2471.72	2580.14	2688.55	2742.75
7/1/2014	2533.51	2644.64	2755.76	2811.32

## Lieutenant - 20 years service

	<u>No Educ.</u>	<u>Associates</u>	<u>Bachelors</u>	<u>Masters</u>
7/1/2011	2374.11	2477.30	2580.49	2632.09
7/1/2012	2433.46	2539.23	2645.00	2697.89
7/1/2013	2494.30	2602.71	2711.13	2765.34
7/1/2014	2556.66	2667.78	2778.91	2834.47

## Lieutenant - 25 years service

	<u>No Educ.</u>	<u>Associates</u>	<u>Bachelors</u>	<u>Masters</u>
7/1/2011	2589.37	2700.81	2812.26	2867.98
7/1/2012	2654.10	2768.33	2882.57	2939.68
7/1/2013	2720.46	2837.54	2954.63	3013.17
7/1/2014	2788.47	2908.48	3028.50	3088.50

## Lieutenant - 29 years service

	<u>No Educ.</u>	<u>Associates</u>	<u>Bachelors</u>	<u>Masters</u>
7/1/2011	2623.13	2734.58	2846.02	2901.74
7/1/2012	2688.71	2802.94	2917.17	2974.28
7/1/2013	2755.93	2873.02	2990.10	3048.64
7/1/2014	2824.82	2944.84	3064.85	3124.86

## Captain - 5 years service

	<u>No Educ.</u>	<u>Associates</u>	<u>Bachelors</u>	<u>Masters</u>
7/1/2011	2640.56	2759.23	2877.9	2937.24
7/1/2012	2706.57	2828.21	2949.85	3010.67
7/1/2013	2774.24	2898.92	3023.59	3085.94
7/1/2014	2843.59	2971.39	3099.18	3163.09

# FINANCE

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## Captain - 10 years service

	<u>No Educ.</u>	<u>Associates</u>	<u>Bachelors</u>	<u>Masters</u>
7/1/2011	2658.15	2776.82	2895.49	2954.82
7/1/2012	2724.60	2846.24	2967.88	3028.69
7/1/2013	2792.72	2917.40	3042.07	3104.41
7/1/2014	2862.54	2990.33	3118.13	3182.02

## Captain - 15 years service

	<u>No Educ.</u>	<u>Associates</u>	<u>Bachelors</u>	<u>Masters</u>
7/1/2011	2677.69	2796.36	2915.03	2974.36
7/1/2012	2744.63	2866.27	2987.91	3048.72
7/1/2013	2813.25	2937.93	3062.60	3124.94
7/1/2014	2883.58	3011.37	3139.17	3203.06

## Captain - 20 years service

	<u>No Educ.</u>	<u>Associates</u>	<u>Bachelors</u>	<u>Masters</u>
7/1/2011	2699.18	2817.85	2936.52	2995.86
7/1/2012	2766.66	2888.30	3009.93	3070.76
7/1/2013	2835.83	2960.50	3085.18	3147.53
7/1/2014	2906.72	3034.52	3162.31	3226.21

## Captain - 25 years service

	<u>No Educ.</u>	<u>Associates</u>	<u>Bachelors</u>	<u>Masters</u>
7/1/2011	2940.44	3068.60	3196.77	3260.85
7/1/2012	3013.95	3145.32	3276.69	3342.37
7/1/2013	3089.30	3223.95	3358.61	3425.93
7/1/2014	3166.53	3304.55	3442.57	3511.58

## Captain - 29 years service

	<u>No Educ.</u>	<u>Associates</u>	<u>Bachelors</u>	<u>Masters</u>
7/1/2011	2974.21	3102.37	3230.53	3294.61
7/1/2012	3048.57	3179.93	3311.29	3376.98
7/1/2013	3124.78	3259.43	3394.08	3461.40
7/1/2014	3202.90	3340.91	3478.93	3547.93

## District Chief - 5 years service

	<u>No Educ.</u>	<u>Associates</u>	<u>Bachelors</u>	<u>Masters</u>
7/1/2011	3014.36	3150.83	3287.3	3355.54
7/1/2012	3089.72	3229.60	3369.48	3439.43
7/1/2013	3166.96	3310.34	3453.72	3525.41
7/1/2014	3246.14	3393.10	3540.06	3613.55

# FINANCE

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## District Chief - 10 years service

	<u>No Educ.</u>	<u>Associates</u>	<u>Bachelors</u>	<u>Masters</u>
7/1/2011	3031.95	3168.42	3304.89	3373.12
7/1/2012	3107.75	3247.63	3387.51	3457.45
7/1/2013	3185.44	3328.82	3472.20	3543.88
7/1/2014	3265.08	3412.04	3559.01	3632.48

## District Chief - 15 years service

	<u>No Educ.</u>	<u>Associates</u>	<u>Bachelors</u>	<u>Masters</u>
7/1/2011	3051.47	3187.96	3324.43	3392.66
7/1/2012	3127.76	3267.66	3407.54	3477.48
7/1/2013	3205.95	3349.35	3492.73	3564.41
7/1/2014	3286.10	3433.08	3580.05	3653.52

## District Chief - 20 years service

	<u>No Educ.</u>	<u>Associates</u>	<u>Bachelors</u>	<u>Masters</u>
7/1/2011	3072.98	3209.45	3345.92	3414.16
7/1/2012	3149.80	3289.69	3429.57	3499.51
7/1/2013	3228.55	3371.93	3515.31	3587.00
7/1/2014	3309.26	3456.23	3603.19	3676.68

## District Chief - 25 years service

	<u>No Educ.</u>	<u>Associates</u>	<u>Bachelors</u>	<u>Masters</u>
7/1/2011	3344.15	3491.53	3638.92	3712.61
7/1/2012	3427.75	3578.82	3729.89	3805.43
7/1/2013	3513.45	3668.29	3823.14	3900.56
7/1/2014	3601.28	3760.00	3918.72	3998.07

## District Chief - 29 years service

	<u>No Educ.</u>	<u>Associates</u>	<u>Bachelors</u>	<u>Masters</u>
7/1/2011	3377.91	3525.30	3672.69	3746.38
7/1/2012	3462.36	3613.43	3764.51	3840.04
7/1/2013	3548.92	3703.77	3858.62	3936.04
7/1/2014	3637.64	3796.36	3955.09	4034.44

## Deputy Chief - 10 years service

	<u>No Educ.</u>	<u>Associates</u>	<u>Bachelors</u>	<u>Masters</u>
7/1/2011	3633.79	3798.91	3964.04	4046.61
7/1/2012	3724.63	3893.88	4063.14	4147.78
7/1/2013	3817.75	3991.23	4164.72	4251.47
7/1/2014	3913.19	4091.01	4268.84	4357.76

# FINANCE

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## Deputy Chief - 15 years service

	<u>No Educ.</u>	<u>Associates</u>	<u>Bachelors</u>	<u>Masters</u>
7/1/2011	3653.33	3818.46	3983.58	4066.15
7/1/2012	3744.66	3913.92	4083.17	4167.80
7/1/2013	3838.28	4011.77	4185.25	4272.00
7/1/2014	3934.24	4112.06	4289.88	4378.80

## Deputy Chief - 20 years service

	<u>No Educ.</u>	<u>Associates</u>	<u>Bachelors</u>	<u>Masters</u>
7/1/2011	3674.82	3839.95	4005.08	4087.64
7/1/2012	3766.69	3935.95	4105.21	4189.83
7/1/2013	3860.86	4034.35	4207.84	4294.58
7/1/2014	3957.38	4135.21	4313.03	4401.94

## Deputy Chief - 25 years service

	<u>No Educ.</u>	<u>Associates</u>	<u>Bachelors</u>	<u>Masters</u>
7/1/2011	3994.13	4172.47	4350.81	4439.98
7/1/2012	4093.98	4276.78	4459.58	4550.98
7/1/2013	4196.33	4383.70	4571.07	4664.75
7/1/2014	4301.24	4493.29	4685.35	4781.37

## Deputy Chief - 29 years service

	<u>No Educ.</u>	<u>Associates</u>	<u>Bachelors</u>	<u>Masters</u>
7/1/2011	4027.90	4206.23	4384.57	4473.74
7/1/2012	4128.60	4311.39	4494.18	4585.58
7/1/2013	4231.81	4419.17	4606.54	4700.22
7/1/2014	4337.61	4529.65	4721.70	4817.73

## Senior Deputy Chief - 10 years service

	<u>No Educ.</u>	<u>Associates</u>	<u>Bachelors</u>	<u>Masters</u>
7/1/2011	3731.49	3896.62	4061.75	4144.31
7/1/2012	3824.78	3994.04	4163.29	4247.92
7/1/2013	3920.40	4093.89	4267.38	4354.12
7/1/2014	4018.41	4196.23	4374.06	4462.97

## Senior Deputy Chief - 15 years service

	<u>No Educ.</u>	<u>Associates</u>	<u>Bachelors</u>	<u>Masters</u>
7/1/2011	3751.03	3916.16	4081.29	4163.85
7/1/2012	3844.81	4014.06	4183.32	4267.95
7/1/2013	3940.93	4114.42	4287.91	4374.64
7/1/2014	4039.45	4217.28	4395.10	4484.01

# FINANCE

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## Senior Deputy Chief - 20 years service

	<u>No Educ.</u>	<u>Associates</u>	<u>Bachelors</u>	<u>Masters</u>
7/1/2011	3772.53	3937.66	4102.78	4185.35
7/1/2012	3866.84	4036.10	4205.35	4289.98
7/1/2013	3963.51	4137.00	4310.48	4397.23
7/1/2014	4062.60	4240.43	4418.25	4507.16

## Senior Deputy Chief - 25 years service

	<u>No Educ.</u>	<u>Associates</u>	<u>Bachelors</u>	<u>Masters</u>
7/1/2011	4099.65	4277.99	4456.33	4545.5
7/1/2012	4202.14	4384.94	4567.74	4659.14
7/1/2013	4307.19	4494.56	4681.93	4775.62
7/1/2014	4414.87	4606.93	4798.98	4895.01

## Senior Deputy Chief - 29 years service

	<u>No Educ.</u>	<u>Associates</u>	<u>Bachelors</u>	<u>Masters</u>
7/1/2011	4133.42	4311.76	4490.10	4579.26
7/1/2012	4236.76	4419.55	4602.35	4693.74
7/1/2013	4342.67	4530.04	4717.41	4811.09
7/1/2014	4451.24	4643.29	4835.35	4931.36

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City of Fall River  
Massachusetts  
Office of the Mayor

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2017 MAR -9 P 2:59

CITY CLERK  
FALL RIVER, MA

JASIEL F. CORREIA II  
Mayor

March 8, 2017

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

Dear Honorable Council Members:

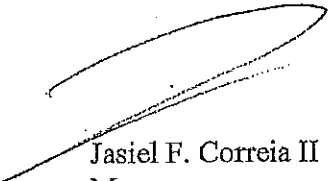
The Community Preservation Committee (CPC) has identified one additional community project and has made recommendations for funding in accordance with the Community Preservation Act (CPA) MGL Chapter 44B Sections 4 to 7.

- Maritime Museum (formerly the Marine Museum) - \$47,000 Emergency Funding-elevator

Your approval of the associated Appropriation Order is respectfully requested.

Should you have any questions or concerns in this regard, please do not hesitate to contact me.

Best Regards,

  
Jasiel F. Correia II  
Mayor

6-7



City of Fall River  
Massachusetts  
Community Preservation Committee

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2017 MAR -9 P 2:59

JASIEL F. CORREIA II  
Mayor

KENNETH C. PACHECO  
CITY CLERK ~~Chairman~~  
FALL RIVER, MA  
James Souza  
Vice-Chairman

February 24, 2017

City of Fall River  
Cathy Ann Viveiros, City Administrator  
One Government Center  
Fall River, MA 02722

Dear Cathy Ann:

The Community Preservation Committee voted for emergency funding for the Maritime Museum (formerly The Marine Museum) at their last meeting, Wednesday February 22, 2017.]

- Maritime Museum (formerly The Marine Museum) - \$47,000.00 for elevator - Historic Preservation

The Community Preservation Committee is asking the Mayor for a letter requesting council approval, accompanied by an Appropriation Order from the Auditor for these two projects. We are requesting this be placed on the City Council agenda for their next meeting, Tuesday, March 14, 2017

Respectfully,

James Souza, Vice Chairman  
Fall River Community Preservation Committee

**APPROPRIATION ORDER**

ORDERED, that the following FY 17 supplemental appropriations be provided through the Community Preservation Act (CPA), reserves under the MGL Chapter 44B Sections 4 to 7 in the aggregate, amounting to \$47,000 to be appropriated as follows:

Voted: That \$47,000 be appropriated from the CPA Fund's Undesignated fund balance

For CPA Administrative Expenditures	\$0
For CPA Open Space/Outdoor Recreation	\$0
For CPA Historic Resources Preservation PROJECTS	\$47,000
For CPA Community Housing	\$0

<b>TOTAL</b>	<b>\$47,000</b>
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*Note: Please note that this a supplemental CPA appropriation for FY 17. The City Council had earlier appropriated \$952,000 for various CPA projects on June 14, 2016. The CPA fund balance is reported at 1,342,004 on June 30, 2016 and is more than sufficient to cover this supplemental appropriations.*



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

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2017 MAR -9 P 2:59

CITY CLERK  
FALL RIVER, MA

**JASIEL F. CORREIA II**  
Mayor

March 9, 2017

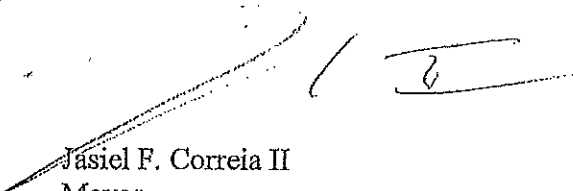
The Honorable City Council  
City of Fall River  
One Government Center  
Fall River, MA 02722

Dear Honorable Council Members:

In developing the Administration's housing codes enforcement initiative, we have identified conflicting provisions within City Ordinances. Specifically, Section 42-1-Regulating the Maintenance of Vacant and Foreclosing Residential Properties, and the subdivision titled Vacant Building Registration and Fee following Section 94 Chapter 10, contain different fee schedules (copies attached). The Administration is recommending the fee schedule outlined in the latter Ordinance, Vacant Building Registration and Fee, be preserved and the fee schedule in Section 41-1 c be either deleted or amended to match Vacant Building Registration and Fee ordinance.

As the Ordinance Committee is currently reviewing related ordinances, I respectfully request that the above referenced conflict be addressed as part of this process. If you have any questions or concerns regarding this, please feel free to contact me.

Best Regards,

  
Jasiel F. Correia II  
Mayor

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2017 MAR -9 P 2:59

CITY CLERK  
FALL RIVER, MA

Ordinance No. 2012-4

**An Ordinance  
Regulating The Maintenance of Vacant &  
Foreclosing Residential Properties**

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

That Chapter 42 of the Revised Ordinances of the City of Fall River, Massachusetts, 1999, which chapter relates to housing be amended by as follows:  
By inserting a new section as follows:

**Section 42-1      Regulating the Maintenance of Vacant and Foreclosing Residential Properties**

**(a) Purpose**

It is the intent of this section to protect and preserve the public health, safety, security, and quiet enjoyment of occupants, abutters and neighborhoods by

- (i) requiring all residential property owners, including lenders, trustees and service companies to properly maintain vacant and/or foreclosing properties; and
- (ii) regulating the maintenance of vacant and/or foreclosing residential properties to prevent blighted and unsecure residences.

The Director of the Inspectional Services Division has enforcement authority pursuant to, *inter alia*, M.G.L. c. 143, § 3, the State Building Code, and the Zoning Code of the City of Fall River.

**(b) Definitions**

When used in this section, unless a contrary intention clearly appears, the following terms shall have the following meanings:

**City** means the City of Fall River.

**Director** means the Director of the Inspectional Services Division.

**Days** means consecutive calendar days

**Foreclosing** means the process by which a property, placed as security for a real estate loan, is prepared for sale to satisfy the debt evidenced by said loan if the borrow defaults

**"Initiation of the foreclosure process"** means taking any of the following actions:

- (i) taking possession of a residential property pursuant to M.G.L. c. 244, § 1;

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2017 MAR -9 P 2:59

- (II) delivering the Mortgagee's Notice of Intention to Foreclose to the Borrower pursuant to M.G.L. c. 244, § 17B; or
- (III) commencing a foreclosure action on a property in either the Land Court or the Bristol County Superior Court.

CITY CLERK  
FALL RIVER, MA

**Local** means within twenty (20) driving miles distance of the property in question.

**Mortgagee** means the creditor, including but not limited to, service companies, lenders in a mortgage agreement, and any agent, servant or employee of the mortgagee, or any successor in interest and/or assignee of the mortgagee's rights, interests or obligations under the mortgage agreement.

**Owner** means every person, entity, service company, property manager or real estate broker, who alone or severally with others:

- (i) has legal or equitable title to any dwelling unit, mobile dwelling unit, or parcel of land, vacant or otherwise, including a mobile home park; or
- (ii) has care, charge or control of any dwelling, dwelling unit, mobile dwelling unit, or parcel of land, vacant or otherwise, including a mobile home park, in any capacity including but not limited to agent, executor, executrix, administrator, administratrix, trustee, or guardian of the estate of the holder of legal title; or
- (iii) is a mortgagee in possession of any such property; or
- (iv) is an agent, trustee or other person appointed by the courts and vested with possession or control of such property; or
- (v) is an officer or trustee of the association of unite owners of a condominium; each such person is bound to comply with the provisions of these minimum standards as if he were the owner; however, this ordinance shall not apply to a Condominium Association created pursuant to M.G.L. c. 138A to the extent that such Association forecloses on or initiates the foreclosure process for unpaid assessments due or owing to the Association; Owner also means every person who operates a rooming house; or
- (vi) is a trustee who holds, owns or controls mortgage loans for mortgage backed securities transactions and has initiated the foreclosure process.

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**Property** means any real, residential property, or portion thereof, located in the City of Fall River, including building or structures situated thereon; for purposes of this section only, property does not include property owned or subject to the control of the City or any of its governmental entities; such property includes, but is not limited to, property owned or controlled by the Fall River Redevelopment Authority, the Fall River Housing Authority, and the Office of Community Development.

**Residential Property** means any property that contains one or more dwelling units used, intended or designed to be occupied for living purposes.

**Securing** means measures that assist in making the property inaccessible to unauthorized persons.

**Vacant** means any property not currently legally occupied and not properly maintained or secured.

(c) **Registration of Foreclosing Properties;  
Duty to Provide Written Notice of Vacant Residential Property and/or  
Mortgage Foreclosure**

All Owners must register foreclosing residential properties with the Director of the Inspectional Services Division on forms provided by the Director. All registrations must state the individual Owner's or agent's telephone number and mailing address located within the Commonwealth as required by M.G.L. c. 59, § 57D, M.G.L. 156D, § 5.02, and 950 CMR 113.20. The mailing address may not be a P.O. Box. This registration must also certify that the property was inspected and identify whether the property is vacant at the time of filing. If the property is vacant, the Owner and/or registrant must designate and retain a local individual or local property management company. This designation must state the individual or company's name, phone number, and local mailing address. The mailing address may not be a P.O. Box. If the property is in the process of foreclosure, then the registration must be received within seven (7) days of the initiation of the foreclosure process as defined in subsection (b). If the Director determines that the property is vacant and that foreclosing proceedings have not been initiated, the registration must be received within fourteen days (14) days of the Director's first citation for improper maintenance.

All property registrations are valid for one (1) calendar year. An annual registration fee of One Hundred and 00/100 (\$100.00) Dollars must accompany the registration form. Subsequent annual registrations and fees are due within thirty (30) days of the expiration of the previous registration and must certify whether the foreclosing and/or foreclosed property remains vacant or not.

Once the property is no longer vacant or is sold, the owner must provide proof of sale or written notice and proof of occupancy to the Director.

(d) **Maintenance Requirements – Vacant & Foreclosing Properties**

All vacant properties and foreclosing properties must be maintained in accordance with the relevant Sanitary Codes, Building Codes, and local regulations concerning external and/or visible maintenance. The Owner, local

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Individual or local property management company must inspect and maintain the property on a monthly basis for the Duration of the vacancy. The Owner, local individual or local property management company shall take all reasonable steps necessary to insure that the property is sufficiently heated from October 1 through April 30 to prevent the water pipes from freezing, or in the alternative, shall cause the water service to the property to be temporarily shut off. The Owner shall be expressly liable to the City for all costs, which the City incurs as a result failure to comply with the provisions of this section.

The property must contain a posting with the name and 24-hour contact telephone number of the local individual or property management company responsible for the maintenance. This sign must be posted on the front of the property so that it is clearly visible from the street.

Adherence to this section does not relieve the Owner of any applicable obligations set forth in the Fall River Code of Ordinance, regulations promulgated thereto or promulgated pursuant to the General Laws of the Commonwealth, Covenant Conditions and Restrictions and/or Home Owners Association Rules and Regulations.

**(e) Inspections**

The Inspection Services Division shall have the authority and the duty to inspect properties subject to this section for compliance and to issue citations for any violations. The Inspection Services Division shall have the discretion to determine when and how such inspections are to be made, provided that their policies are reasonably calculated to ensure that this section is enforced.

**(f) Enforcement and Penalties**

- (i) Failure to initially register with the Director is punishable by a fine of Three Hundred and 00/100 (\$300.00) Dollars;
- (ii) Failure to properly identify the name of a local individual or local property management company is punishable by a fine of Three Hundred and 00/100 (\$300.00) Dollars;
- (iii) Failure to maintain the property is punishable by a fine of Three Hundred and 00/100 (\$300.00) Dollars for each week the property is not maintained.

**(g) Appeal**

Any person aggrieved by the requirements of this section may seek an administrative appeal to the Inspection Service Division. Any person aggrieved by a final decision issued under this section by the Inspection Service Division may seek relief in any court of competent jurisdiction as provided by the laws of the Commonwealth.

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2017 MAR -9 P 3:00

FALL RIVER, MA

(h) **Applicability**

If any provision of this section imposes greater restrictions or obligations than those imposed by any other general law, special law, regulation, rule, ordinance, by-law, order or policy then the provisions of this section shall control.

(i) **Regulatory Authority**

The Director of the Inspectional Services Division has the authority to promulgate rules and regulations necessary to implement and enforce this section.

(j) **Severability**

If any provision of this section is held invalid by a court of competent jurisdiction then such provision shall be considered separately and apart from the remaining provisions, which shall remain in full force and effect.

(k) **Implementation**

The provisions of this section are effective immediately upon passage and all provisions shall be enforced immediately, but no monetary fine shall be imposed pursuant hereto until ninety (90) days after passage of this section.

(l) **Notice**

A copy of this ordinance is to be mailed to all owners of residential property located in the City of Fall River. In addition, a copy of this ordinance is to be mailed to all loan institutions, banks, real estate offices, and management companies located in and/or having legal or equitable interest in residential property located in the City of Fall River. The failure of an Owner, loan institutions, banks, real estate offices, and management companies to receive said notice shall not adversely affect the enforcement of this ordinance.

In City Council, January 10, 2012  
Passed to be ordained, as amended, 9 yeas

Approved, January 12, 2012  
William A. Flanagan, Mayor

A true copy. Attest:

City Clerk

## City of Fall River, In City Council

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3

City Councilor Michael Lund

City Councilor Claudi Viveiros

JUN 8 P 3:00

BE IT ORDAINED that the Revised Ordinances of the City of Fall River be amended as follows:

The following subdivision shall be inserted following Section 94 Chapter 10:

### Vacant Building Registration and Fee

**Purpose and Intent.** Vacant buildings are at greater risk of fire, criminal intent and public health violations and require increased monitoring and inspection by Inspectional Services. The purpose of this subdivision is to notify the City of Fall River of these vacant buildings and to compensate the City for the costs associated with these vacant properties by all municipal, public health and safety departments.

#### Registration.

Within forty-five days of a building becoming vacant, each owner of such vacant building shall register said building with Code Enforcement by providing such department, on a form to be created by such department, with the name, address and telephone number of each owner of the building, the street address of the building and the map, block and parcel number of such building. If none of the owners are at an address within the Commonwealth of Massachusetts, then the registration shall also include the name, address and telephone number of a person who resides within the Commonwealth of Massachusetts and is authorized to accept service of process on behalf of the owners, and who shall be designated as a responsible local agent, both for purposes of notification in the event of an emergency affecting the public health, safety and welfare and of service of any and all notices issued pursuant to this chapter. The failure timely to register a vacant building shall be a violation of this chapter.

**Registration fees.** On or before November 15th of each calendar year, the owners of any vacant building shall pay to Inspectional Services a registration fee to cover the administrative cost of the monitoring of such vacant buildings. The annual registration fee shall be based on the duration of the vacancy as of November 15th of such year according to the following schedule:

\$500.00	For properties that have been vacant for less than one year
\$1,000.00	For properties that have been vacant for one year or more but less than two years
\$2,000.00	For properties that have been vacant for two years or more but less than three years
\$3,000.00	For properties that have been vacant for three years or more

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For properties that are one-half (1/2) acre or more, the annual registration fee shall be based on the duration of the vacancy as of November 15<sup>th</sup> of such year according to the following schedule:

CITY CLERK  
FALL RIVER, MA

\$1000.00	For properties that have been vacant for less than one year
\$2,000.00	For properties that have been vacant for one year or more but less than two years
\$4,000.00	For properties that have been vacant for two years or more but less than three years
\$6,000.00	For properties that have been vacant for three years or more

A failure to pay timely the registration fee shall be a violation of this ordinance and the full fee shall be deemed an assessment resulting from a violation of this ordinance subject to a lien on property to be collected in accordance with Chapter 59 of the Massachusetts General Laws.

**Billing statement.**

On or before October 15th of each calendar year, Code Enforcement shall send a billing statement, setting forth the required registration fee, to each owner of a vacant building. However, the registration fee set forth in Section 10-94 shall be due and payable on November 15th of each year regardless of the delivery or receipt of such billing statement

**Appeal.**

Any owner assessed a registration fee under this chapter shall have the right to appeal the imposition of such fee to Code Enforcement upon the filing of an application in writing, no later than fifteen calendar days after mailing of the billing statement. The appeal request shall be accompanied by a fifty-dollar nonrefundable appeal cost. The appeal shall be limited solely to the issues of whether the building is vacant and how long the building has been vacant. The owner shall have the burden of proof on appeal. Upon the proper filing of an appeal, payment of the registration fee shall be stayed pending the outcome on appeal. If the decision is adverse to the owner, the payment shall be due within ten calendar days of the decision of Code Enforcement.

**Other violations.**

The provisions of this chapter are in addition to, and not in lieu of, any and all other applicable provisions of the revised ordinances of the city of Fall River or any provisions of the regulations and laws of the Commonwealth of Massachusetts.

**Enforcement.**

Any person or entity violating this chapter, by failing to register a vacant building, failing to pay the registration fee or otherwise, shall be subject to a fine of up to three hundred dollars

3

per offense. Each day that the owner is in violation shall constitute a separate offense. The code enforcement officers shall have the right to enforce this chapter pursuant to the non-criminal disposition procedures set forth in Chapter 2 of this revision.

In City Council, July 15, 2008  
Passed to be ordained, as amended

Approved, July 17, 2008  
Robert Correia, Mayor

A true copy. Attest:

*Carol A. Valcourt*

City Clerk

CITY CLERK  
FALL RIVER, MA

2017 MAR - 9 P 3:00

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City of Fall River  
Department of Community Services  
Division of Inspectional Services  
**VACANT BUILDING REGISTRATION FORM**

2017 MAR -9 P 3:00

CITY CLERK  
FALL RIVER, MA

VACANT PROPERTY OWNER'S INFORMATION

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

TELEPHONE #: \_\_\_\_\_

DATE BUILDING  
BECAME VACANT \_\_\_\_\_

PROPERTY ADDRESS  
IF DIFFERENT FROM  
OWNER'S ADDRESS \_\_\_\_\_

MAP, BLOCK & PARCEL #  
OF VACANT BUILDING \_\_\_\_\_

IF PROPERTY OWNER DOES NOT RESIDE WITHIN THE COMMONWEALTH OF MASSACHUSETTS, CONTACT  
INFORMATION FOR MASSACHUSETTS RESIDENT AUTHORIZED TO ACCEPT SERVICE OF PROCESS ON  
BEHALF OF OWNERS AND ACT AS RESPONSIBLE LOCAL AGENT MUST BE PROVIDED

LOCAL AGENT'S INFORMATION

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

TELEPHONE #: \_\_\_\_\_

ASSESSED FEE PAYABLE TO THE CITY OF FALL RIVER

\$ \_\_\_\_\_

SIGNATURE OF OWNER: \_\_\_\_\_

DATE: \_\_\_\_\_

# CITY OF FALL RIVER

5

To the City Council

Councillors:

The Committee on Ordinances and Legislation, at a meeting held on February 27, 2017, voted unanimously to recommend that the accompanying proposed ordinance be passed through first reading.

*Colleen A. Taylor*  
Clerk of Committees

# City of Fall River, In City Council

5

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 inserting in section 70-372, which section relates to parking prohibited during certain hours, in proper alphabetical order the following:

- (6) 7:00 a.m. – 5:00 p.m. any day except, Saturday and Sunday  
Everett Street, west side from Alden Street to dead end

## Section 2.

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

St. Mary Street, west side, starting at a point 58 feet north of Wellington Street, for a distance of 25 feet northerly  
South Main Street, east side, starting at a point 35 feet south of South Street, for a distance of 20 feet southerly  
Third Street, west side, starting at a point 284 feet north of Lyon Street, for a distance of 25 feet northerly

## CITY OF FALL RIVER

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To the City Council

Councillors:

The Committee on Ordinances and Legislation, at a meeting held on February 27, 2017, 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.

*Colleen A. Taylor*  
Clerk of Committees

*City of Fall River, In City Council*

6

**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*

6

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 260 feet west of Globe Street, for a distance of 20 feet westerly

Cook Street, west side, starting at a point 80 feet south of Hamlet Street, for a distance of 20 feet southerly

Foote Street, east side, starting at a point 313 feet north of Slade Street, for a distance of 20 feet northerly

Hunter Street, west side, starting at a point 12 feet south of William Street, for a distance of 20 feet southerly

Mott Street, west side, starting at a point 152 feet north of Cambridge Street, for a distance of 20 feet northerly

Seabury Street, west side, starting at a point 104 feet north of Bank Street, for a distance of 20 feet northerly

Smith Street, west side, starting at a point 55 feet south of Warren Street, for a distance of 20 feet southerly

Tecumseh Street, north side, starting at a point 557 feet west of Rodman Street, for a distance of 20 feet westerly

## CITY OF FALL RIVER

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7

To the City Council

Councillors:

The Committee on Ordinances and Legislation at a meeting held on February 27, 2017, voted unanimously to recommend that the accompanying resolution be adopted, as amended, with Councilor Joseph D. Camara absent and not voting.

*Colleen A. Taylor*  
Clerk of Committees

# City of Fall River, *In City Council*

7

(Councilor Linda M. Pereira)

WHEREAS, boards and commissions in the City of Fall River make important decisions regarding regulations that have an effect on the residents of Fall River, and

WHEREAS, from time to time there could be the appearance of a conflict of interest if any members are city employees, now therefore

BE IT RESOLVED, that the Mayor remove any and all board members that are employees of the City of Fall River when their terms expire and replace them with residents of the community that are knowledgeable of the rules and regulations of the boards and commission on which they serve.

## CITY OF FALL RIVER

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8

To the City Council

Councillors:

The Committee on Ordinances and Legislation at a meeting held on February 27, 2017, voted unanimously to recommend that the accompanying order be adopted, with Councilor Joseph D. Camara absent and not voting.

*Colleen A. Taylor*  
Clerk of Committees

# City of Fall River, *In City Council*

8

ORDERED, that Corporation Counsel prepare a home rule petition to separate the public cemeteries from the authority of the Board of Park Commissioners and that a Cemetery Commission be established with a board consisting of three members.

**CITY OF FALL RIVER**

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9

To the City Council

Councillors:

The Committee on Ordinances and Legislation, at a meeting held on February 27, 2017, voted unanimously to recommend that the accompanying communication be granted leave to withdraw.

*Callen A. Taylor*  
Clerk of Committees

9

**City of Fall River**  
*Office of the Corporation Counsel*

**JASIEL F. CORREIA II**  
Mayor



**JOSEPH I. MACY**  
Corporation Counsel

**GARY P. HOWAYECK**  
Assistant Corporation Counsel

January 5, 2017

Council President Shawn E. Cadime  
One Government Center  
Fall River, MA 02722

RE: Tobacco Cap

Dear Council President :

On December 27, 2016 a letter to the City Council from John C. Bourassa was referred to me. As there was no specific request made I am somewhat at a loss as to how to respond.

By way of explanation the City does have an ordinance regulating tobacco sales. I can find no "cap" or limit on the number of retail sites permitted. Whether or not there should be one is a matter of policy.

I realize this may not be particularly helpful, however if you have any further questions on this matter please feel free to contact me.

Very truly yours,

Joseph I. Macy  
Corporation Counsel

CITY CLERK  
FALL RIVER, MA

2017 JAN -9 P 3:26

RECEIVED

CITY OF FALL RIVER  
IN CITY COUNCIL  
JAN 24 2017

*Referred to the  
Committee on Ordinances  
and Legislation*

12/17/16

9

I am writing to request permission from City Council  
to be put on the Agenda for Ordinance  
committee to have a cap added to tobacco ordinance.

NEW ENGLAND CIGAR SMOKE EMPORIUM  
568 North Main Street  
Fall River, Mass, 02720  
5086736555  
John C Bourassa

CITY OF FALL RIVER, MA  
15 DEC 21 PM 4:00

RECEIVED -  
2016 DEC 15 A 10:03  
CITY CLERK  
FALL RIVER, MA

CITY OF FALL RIVER  
IN CITY COUNCIL  
DEC 27 2016

Referred to the  
Legislative Council

CITY OF FALL RIVER, MA  
17 JAN -3 PM 4:02

## CITY OF FALL RIVER

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10

To the City Council

Councillors:

The Committee on Public Works and Transportation, at a meeting held on February 28, 2017 voted unanimously to recommend that the accompanying order be granted leave to withdraw.

*Callen A. Taylor*  
Clerk of Committees

# City of Fall River, In City Council

10

ORDERED, that permission be and the same is hereby granted to:

Robert Maynard, 394 Hancock Street, requests driveway opening at 394 Hancock Street as follows:

	Existing Driveway	Proposed Driveway Access	Existing To Be Replaced	Total Driveway Access
394 Hancock Street	12 feet (Hancock)	Two 16 foot openings (Caleb)	0 feet	44 feet

394 Hancock Street is a corner lot on Hancock Street and Caleb Street. The property has 90' of frontage on Hancock Street with an existing ~12' driveway. The property has an additional ~104' of frontage on Caleb Street. The rear (north) portion of the lot is fenced, which includes ~48' fronting Caleb Street.

The applicant is intending to install two gates and a "U" shaped driveway to the fenced portion of his property to allow ease of access for an RV, trailer, or similar vehicle. If each gate opens from the corner in, there remains ~16' in between driveways for street parking, and an additional 56' of property frontage on Caleb Street and ~70' on Hancock Street which is clear for street parking. An additional 15' on Caleb Street is available within the Hancock Street right-of-way for street parking.

The installation does not represent a significant restriction to on street parking access.

CITY OF FALL RIVER  
IN CITY COUNCIL

FEB 21 2017

Ref. to Com. on Public  
Works + Transportation

Order – To install backhaul transport equipment on new single utility pole locations with electricity connection for  
Mobilitie, LLC – West of the intersection of Pleasant and Thirteenth Streets on Pleasant Street

## CITY OF FALL RIVER

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11a

To the City Council

Councillors:

The Committee on Public Works and Transportation, at a meeting held on February 28, 2017,  
voted 3 yeas to recommend that the accompanying order be granted leave to withdraw.

*Colleen A. Taylor*  
Clerk of Committees

# City of Fall River, In City Council

11a

ORDERED, that permission be and the same is hereby granted to:

Mobilitie, LLC for one pole location as follows:

Pleasant Street

One (1) pole location

To install backhaul transport equipment on a proposed wood utility pole in the right of way located west of the intersection of Pleasant Street and Thirteenth Street on Pleasant Street with electricity connection. In accordance with site ID 9MAB001695.

CITY OF FALL RIVER  
IN CITY COUNCIL

*August 16, 2016*  
*Referred to the Committee*  
*on Public Works and*  
*Transportation*

*9-22-16 Tabled*  
*2-6-17 Tabled*

Order -- To install backhaul transport equipment on new single utility pole locations with electricity connection for  
Mobilitie, LLC -- East of the intersection of Pleasant and Eighth Streets on Pleasant Street

## CITY OF FALL RIVER

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116

To the City Council

Councillors:

The Committee on Public Works and Transportation, at a meeting held on February 28, 2017,  
voted 3 yeas to recommend that the accompanying order be granted leave to withdraw.

*Colleen A. Taylor*  
Clerk of Committees

# City of Fall River, In City Council

11b

ORDERED, that permission be and the same is hereby granted to:

Mobilite, LLC for one pole location as follows:

Pleasant Street

One (1) pole location

To install backhaul transport equipment on a proposed utility pole in the right of way located east of the intersection of Pleasant Street and Eighth Street on Pleasant Street with electricity connection. In accordance with Project No. 9MAB001691.

CITY OF FALL RIVER  
IN CITY COUNCIL

August 16, 2016  
Referred to the  
Committee on Public  
Works and Transportation

9-22-16 Tabled

2-6-17 Tabled

Order – To install backhaul transport equipment on new single utility pole locations with electricity connection for  
Mobilitie, LLC – Southwest of the intersection of Highland Avenue and Prospect Street on Highland Avenue

## CITY OF FALL RIVER

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11c

To the City Council

Councillors:

The Committee on Public Works and Transportation, at a meeting held on February 28, 2017,  
voted 3 yeas to recommend that the accompanying order be granted leave to withdraw.

*Catherine A. Taylor*  
Clerk of Committees

# City of Fall River, In City Council

11c

ORDERED, that permission be and the same is hereby granted to:

Mobilitie, LLC for one pole location as follows:

Highland Avenue

One (1) pole location

To install backhaul transport equipment on a proposed utility pole in the right of way located southwest of the intersection of Highland Avenue and Prospect Street on Highland Avenue with electricity connection. In accordance with Project No. 9MAB001688.

CITY OF FALL RIVER  
IN CITY COUNCIL

*August 16, 2016  
Referred to the Committee  
on Public Works and  
Transportation*

*9-22-16 Tabled*

*2-6-17 Tabled*

Order – To install backhaul transport equipment on new single utility pole locations with electricity connection for  
Mobilitie, LLC – Southwest of the intersection of Prospect and Hanover Streets on Hanover Street

## CITY OF FALL RIVER

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11d

To the City Council

Councillors:

The Committee on Public Works and Transportation, at a meeting held on February 28, 2017,  
voted 3 yeas to recommend that the accompanying order be granted leave to withdraw.

*Callen A. Taylor*  
Clerk of Committees

# City of Fall River, In City Council

11d

ORDERED, that permission be and the same is hereby granted to:

Mobilitie, LLC for one pole location as follows:

Hanover Street

One (1) pole location

To install backhaul transport equipment on a proposed utility pole in the right of way located southwest of the intersection of Prospect Street and Hanover Street on Hanover Street with electricity connection. In accordance with Project No. 9MAB001689.

CITY OF FALL RIVER  
IN CITY COUNCIL

August 16, 2016  
Referred to the Committee  
on Public Works and Transportation

9-22-16 Tabled

2-6-17 Tabled

Order – To install backhaul transport equipment on new single utility pole locations with electricity connection for  
Mobilitie, LLC – Northeast of the intersection of Bedford Street and Stonehaven Road on Stonehaven Road

## CITY OF FALL RIVER

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1/2

To the City Council

Councillors:

The Committee on Public Works and Transportation, at a meeting held on February 28, 2017,  
voted 3 yeas to recommend that the accompanying order be granted leave to withdraw.

*Colleen A. Taylor*  
Clerk of Committees

# City of Fall River, In City Council

112

ORDERED, that permission be and the same is hereby granted to:

Mobilitie, LLC for one pole location as follows:

Stonehaven Road

One (1) pole location

To install backhaul transport equipment on a proposed utility pole in the right of way located northeast of the intersection of Bedford Street and Stonehaven Road on Stonehaven Road with electricity connection. In accordance with Project No. 9MAX000482A.

CITY OF FALL RIVER  
IN CITY COUNCIL

*August 16, 2016  
referred to the Committee  
on Public Works and Transportation*

*9-22-16 Tabled*

*2-6-17 Tabled*

Order – To install backhaul transport equipment on new single utility pole locations with electricity connection for  
Mobilitie, LLC – Northwest of the intersection of North Main and Cherry Streets on Cherry Street

## CITY OF FALL RIVER

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118

To the City Council

Councillors:

The Committee on Public Works and Transportation, at a meeting held on February 28, 2017,  
voted 3 yeas to recommend that the accompanying order be granted leave to withdraw.

*Colleen A. Taylor*  
Clerk of Committees

# City of Fall River, In City Council

118

ORDERED, that permission be and the same is hereby granted to:

Mobilitie, LLC for one pole location as follows:

Cherry Street

One (1) pole location

To install backhaul transport equipment on a proposed utility pole in the right of way located northwest of the intersection of North Main Street and Cherry Street on Cherry Street with electricity connection. In accordance with Project No. 9MAB000012.

CITY OF FALL RIVER  
IN CITY COUNCIL

*August 16, 2016*  
*Referred to the*  
*Committee on Public*  
*Works and Transportation*

*9-22-16 Tabled*

*2-6-17 Tabled*

Order – To install backhaul transport equipment on new single utility pole locations with electricity connection for  
Mobilitie, LLC – Southwest of the intersection of Seventeenth and Pleasant Streets on Seventeenth Street

## CITY OF FALL RIVER

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119

To the City Council

Councillors:

The Committee on Public Works and Transportation, at a meeting held on February 28, 2017,  
voted 3 yeas to recommend that the accompanying order be granted leave to withdraw.

*William A. Taylor*  
Clerk of Committees

# City of Fall River, In City Council

119

ORDERED, that permission be and the same is hereby granted to:

Mobilitie, LLC for one pole location as follows:

Seventeenth St.

One (1) pole location

To install backhaul transport equipment on a proposed utility pole in the right of way located southwest of the intersection of Seventeenth Street and Pleasant Street with electricity connection. In accordance with Project No. 9MAB001696.

CITY OF FALL RIVER  
IN CITY COUNCIL

SEP 13 2016

*Referred to the Committee  
on Public Works and Transportation*

9-22-16 Tabled  
2-6-17 Tabled

Order – To install backhaul transport equipment on new single utility pole locations with electricity connection for  
Mobilitie, LLC – East of the intersection of Pine and High Streets on Pine Street

## CITY OF FALL RIVER

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11h

To the City Council

Councillors:

The Committee on Public Works and Transportation, at a meeting held on February 28, 2017,  
voted 3 yeas to recommend that the accompanying order be granted leave to withdraw.

*Carleen A. Taylor*  
Clerk of Committees

# City of Fall River, In City Council

11h

ORDERED, that permission be and the same is hereby granted to:

Mobilitie, LLC for one pole location as follows:

Pine Street

One (1) pole location

To install backhaul transport equipment on a proposed utility pole in the right of way located east of the intersection of Pine Street and High Street, on Pine Street with electricity connection. In accordance with Project No. 9MAB001690.

CITY OF FALL RIVER  
IN CITY COUNCIL

SEP 13 2016

*Referred to the  
Committee on Public  
Works and Transportation*

*9-22-16 Tabled*

*2-6-17 Tabled*

Order – To install backhaul transport equipment on new single utility pole locations with electricity connection for  
Mobilitie, LLC – Northeast of the intersection of Graham and Currant Roads on Graham Road

## CITY OF FALL RIVER

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111

To the City Council

Councillors:

The Committee on Public Works and Transportation, at a meeting held on February 28, 2017,  
voted 3 yeas to recommend that the accompanying order be granted leave to withdraw.

*Callen A. Taylor*  
Clerk of Committees

# City of Fall River, In City Council

111

ORDERED, that permission be and the same is hereby granted to:

Mobilitie, LLC for one pole location as follows:

Graham Road

One (1) pole location

To install backhaul transport equipment on a proposed utility pole in the right of way located northeast of the intersection of Graham Road and Currant Road, on Graham Road with electricity connection. In accordance with Project No. 9MAB001253.

CITY OF FALL RIVER  
IN CITY COUNCIL

SEP 13 2016

*Referred to the  
Committee on Public  
Works and Transportation*

*9-22-16 Tabled*

*2-6-17 Tabled*

Order -- To install backhaul transport equipment on new single utility pole locations with electricity connection for  
Mobilite, LLC -- Northeast of the intersection of Rodman and Lonsdale Streets on Rodman Street

## CITY OF FALL RIVER

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118

To the City Council

Councillors:

The Committee on Public Works and Transportation, at a meeting held on February 28, 2017,  
voted 3 yeas to recommend that the accompanying order be granted leave to withdraw.

*Callen A. Taylor*  
Clerk of Committees

# City of Fall River, In City Council

118

ORDERED, that permission be and the same is hereby granted to:

Mobilitie, LLC for one pole location as follows:

Rodman St.

One (1) pole location

To install backhaul transport equipment on a proposed utility pole in the right of way located northeast of the intersection of Rodman Street and Lonsdale Street, with electricity connection. In accordance with Project No. 9MAB001692.

CITY OF FALL RIVER  
IN CITY COUNCIL  
SEP 13 2016

*Referred to the  
Committee on Public  
Works and Transportation*

*9-22-16 Tabled  
2-6-17 Tabled*

Order – To install backhaul transport equipment on new single utility pole locations with electricity connection for  
Mobilitie, LLC – Northeast of the intersection of Dover and Snell Streets on Dover Street

## CITY OF FALL RIVER

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11K

To the City Council

Councillors:

The Committee on Public Works and Transportation, at a meeting held on February 28, 2017,  
voted 3 yeas to recommend that the accompanying order be granted leave to withdraw.

*Colleen A. Taylor*  
Clerk of Committees

# City of Fall River, In City Council

11 K

ORDERED, that permission be and the same is hereby granted to:

Mobilitie, LLC for one pole location as follows:

Dover Street

One (1) pole location

To install backhaul transport equipment on a proposed utility pole in the right of way located northeast of the intersection of Dover Street and Snell Street, with electricity connection. In accordance with Project No. 9MAB001694.

CITY OF FALL RIVER  
IN CITY COUNCIL  
SEP 13 2016

*Referred to the  
Committee on Public  
Works and Transportation*

*9-22-16 Tabled  
2-6-17 Tabled*

Order – To install backhaul transport equipment on new single utility pole locations with electricity connection for  
Mobilitie, LLC – South of the intersection of Elsbree and Montgomery Streets on Elsbree Street

## CITY OF FALL RIVER

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114

To the City Council

Councillors:

The Committee on Public Works and Transportation, at a meeting held on February 28, 2017,  
voted 3 yeas to recommend that the accompanying order be granted leave to withdraw.

*Cameron A. Taylor*  
Clerk of Committees

# City of Fall River, In City Council

11L

ORDERED, that permission be and the same is hereby granted to:

Mobilitie, LLC for one pole location as follows:

Elsbree Street

One (1) pole location

To install backhaul transport equipment on a proposed utility pole in the right of way located south of the intersection of Elsbree Street and Montgomery Street on Elsbree Street with electricity connection. In accordance with Project No. 9MAB001338.

CITY OF FALL RIVER  
IN CITY COUNCIL

SEP 13 2016

*Referred to the Committee  
on Public Works and  
Transportation*

*9-22-16 Tabled*

*2-6-17 Tabled*

Order – To install backhaul transport equipment on new single utility pole locations with electricity connection for  
Mobilitie, LLC – Northeast of the intersection of Plymouth Avenue and Tecumseh Street on Plymouth Avenue

## CITY OF FALL RIVER

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11M

To the City Council

Councillors:

The Committee on Public Works and Transportation, at a meeting held on February 28, 2017,  
voted 3 yeas to recommend that the accompanying order be granted leave to withdraw.

*Callen A. Taylor*  
Clerk of Committees

# City of Fall River, *In City Council*

11M

ORDERED, that permission be and the same is hereby granted to:

Mobilite, LLC for one pole location as follows:

Plymouth Avenue

One (1) pole location

To install backhaul transport equipment on a proposed utility pole in the right of way located northeast of the intersection of Plymouth Avenue and Tecumseh Street on Plymouth Avenue with electricity connection. In accordance with Project No. 9MAB001693.

CITY OF FALL RIVER  
IN CITY COUNCIL  
SEP 13 2016

*Referred to the Committee  
on Public Works and  
Transportation*

*9-22-16 Tabled  
2-6-17 Tabled*

Order – To install backhaul transport equipment on new single utility pole locations with electricity connection for  
Mobilitie, LLC – Northeast of the intersection of Orange and Pine Streets on Orange Street

## CITY OF FALL RIVER

---

11 N

To the City Council

Councillors:

The Committee on Public Works and Transportation, at a meeting held on February 28, 2017,  
voted 3 yeas to recommend that the accompanying order be granted leave to withdraw.

*Colleen A. Taylor*  
Clerk of Committees

# City of Fall River, In City Council

11 N

ORDERED, that permission be and the same is hereby granted to:

Mobilitie, LLC for one pole location as follows:

Orange Street

One (1) pole location

To install backhaul transport equipment on a proposed utility pole in the right of way located northeast of the intersection of Orange Street and Pine Street on Orange Street with electricity connection. In accordance with Project No. 9MAB001699.

CITY OF FALL RIVER  
IN CITY COUNCIL

SEP 13 2016

*Referred to the Committee  
on Public Works and Transportation*

*9-22-16 Tabled*

*2-6-17 Tabled*

*City of Fall River, In City Council*

12

(Councilor Linda M. Pereira)

WHEREAS, there are many Sober Houses that are in operation that are not certified or licensed, and

WHEREAS, certification is voluntary and not mandatory, now therefore

BE IT RESOLVED, that the Committee on Ordinances and Legislation convene with the Director of Code Enforcement, Planning Director and Corporation Counsel to discuss how Sober Houses are being addressed regarding licensing and zoning by other cities and towns in the Commonwealth of Massachusetts.

City of Fall River, *In City Council*

13

(Councilor Linda M. Pereira)

WHEREAS, there are many residents complaining about street lights that have been knocked down and have not been replaced for months, and

WHEREAS, there are also many street lights have burnt out and are pending bulb replacement, now therefore

BE IT RESOLVED, that the Committee on Finance convene with the Administration to provide an update regarding street light pole and bulb replacement.

*City of Fall River, In City Council*

14

(Councilor Linda M. Pereira)

WHEREAS, there are many abandoned properties in the City of Fall River that are overgrown with weeds and littered with trash, and

WHEREAS, these properties need to be cleaned, now therefore

BE IT RESOLVED, that the Committee on Finance convene with the Administration to provide an update on how the City is addressing these abandoned properties.

*City of Fall River, In City Council*

15

(Councilor Linda M. Pereira)

WHEREAS, Tobey Disposal has a presence at the Lewiston Street Garage, and

WHEREAS, EZ Disposal has been hired to dispose of solid waste and recycling in the City of Fall River, and

WHEREAS, residents have been inquiring why Tobey Disposal has been at the Lewiston Street Garage, now therefore

BE IT RESOLVED, that the Committee on Finance convene with the Administration to discuss when Tobey Disposal was hired and for what reason.

*City of Fall River, In City Council*

16

(Councilor Linda M. Pereira)

WHEREAS, State Representative Alan Silvia has filed House Bill No. 5151 to designate the month of June as Seatbelt Awareness Month, and

WHEREAS, Hannah Raposo lost her life in a car accident on her way to the Durfee Senior Prom last year while not wearing her seatbelt, and

WHEREAS, her passenger who was wearing his seatbelt walked away with minor injuries, now therefore

BE IT RESOLVED, that the Fall River City Council go on record supporting this bill to designate the month of June as Seatbelt Awareness Month.

# City of Fall River, In City Council

17

(Councilor Cliff Ponte)  
(Councilor Richard Cabeceiras)  
(President Shawn E. Cadime)

WHEREAS, Hyperloop is a revolutionary mode of transportation, and

WHEREAS, this concept would be a new way to move people and things at airline speeds for the price of a bus ticket, and

WHEREAS, Somerset Selectman and Executive Chair of Hyperloop Massachusetts, Holly McNamara and Boston College student and Team Lead for Hyperloop Massachusetts, John Myron, introduced the concept and have been advocating to bring this mode of transportation to the SouthCoast and eventually the entire U.S. east coast, and

WHEREAS, of the 2,600 applicants for this Hyperloop One Global Challenge project worldwide, the proposed project from Boston to Somerset has made it to the next round of 35 proposals, and

WHEREAS, local, state and federal support is necessary for the proposal to make the next round, and

WHEREAS, the top three finishers worldwide are awarded the Hyperloop One Global Challenge Feasibility Study project, and

WHEREAS, the City of Fall River would benefit from Hyperloop transportation as it would show our commitment to investment in business and state of the art industry, now therefore

BE IT RESOLVED, that the Fall River City Council support the work and initiative of Selectman Holly McNamara and John Myron, and

BE IT FURTHER RESOLVED, that a letter of support for this creative and innovative concept be sent to Selectman McNamara addressed to the developers of Hyperloop and the company Hyperloop One, and

BE IT FURTHER RESOLVED, that a letter be sent to the state and federal delegations asking for their support with this innovative project.

(Councilor Richard Cabeceiras)

WHEREAS, City Councilors have the ability to lift any item from the table in a regular meeting of the City Council or in subcommittee, and

WHEREAS, an item that is lifted from the table may not be on the agenda, and

WHEREAS, it is important that the community and councilors are informed about what will be discussed in a meeting to ensure the best decision is made on behalf of the residents, now therefore

BE IT RESOLVED, that any item lifted from the table in a regular meeting of the City Council or subcommittee that is not on the agenda be immediately tabled until the next meeting of that body, and

BE IT FURTHER RESOLVED, that this resolution not apply to those items that be deemed an emergency.

*City of Fall River, In City Council*

22

(President Shawn E. Cadime)

ORDERED, that the sum of \$20,000 be transferred, from Law Department Expenses and the same is, hereby appropriated for City Council Expenses to fund the hiring of legal counsel to provide impartial legal advice when required by members of the City Council.

Filed: 2-23-17

*City of Fall River, In City Council*

23

(Councilor Raymond A. Mitchell)

ORDERED, that the park seating area located in front of the Columbia Street Municipal Parking Lot at Hunter Street be dedicated to Antone "Tony" Avilla. He was a person who helped many people young and old in the true spirit of Fall River.



28

RECEIVED

City of Fall River 2017 FEB 17 A 10:52

## Notice of Claim

CITY CLERK 17-18  
FALL RIVER, MA

1. Claimant's name: Chantelle Francoeur
2. Claimant's complete address: 80 Florence St, Fall River Ma 02720
3. Telephone number: Home: 508-673-4753 Work: 1-508-642-4266
4. Nature of claim: (e.g., auto accident, slip and fall on public way or property damage):  
auto accident
5. Date and time of accident: 2/10/17 6:00am Amount of damages claimed: \$ 620'36
6. Exact location of the incident: (include as much detail as possible):  
80 Florence St, Fall River Ma 02720
7. Circumstances of the incident: (attach additional pages if necessary):  
My car was parked in my driveway when a City plow truck got stuck in the snow and slid down the hill and into the driveway hitting the top of the hood of my car
8. Have you submitted a claim to any insurance company for damages arising from this incident? If so, name and address of insurance company: ☒ Yes ☐ No  
Partners Insurance Company, 490 Robeson St, Fall River 02722

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: 2/15/17Claimant's signature: Chantelle Francoeur

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, 2<sup>nd</sup> 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 ☒ OCMDate: 2/17/17

copy



RECEIVED

28

City of Fall River  
Notice of Claim

2017 FEB 21 P 12:39

#17-19

CITY CLERK  
FALL RIVER, MA 02724

1. Claimant's name: Pauline Viveiros
2. Claimant's complete address: 293 Slade Street Fall River
3. Telephone number: Home: 508 674 1385 Work: Retired
4. Nature of claim: (e.g., auto accident, slip and fall on public way or property damage):  
Plow hit my car bumper
5. Date and time of accident: 2/12/17 Amount of damages claimed: \$ 455.00
6. Exact location of the incident: (Include as much detail as possible):  
292 Slade Street Fall River Ma. 02724
7. Circumstances of the incident: (attach additional pages if necessary): Heard a few plows that night  
Plow pushed snow right in front of my  
cleaned out space (which I cleaned out 3  
times) froze like a rock over nite, when I  
saw damage he made, I went to Hyundai right aw
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 1467 Main Street Fall River  
Paul B. Sullivan Ins. Commerce Ins.

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: 2/19/17

Claimant's signature: Pauline Viveiros

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, 2<sup>nd</sup> Fl., One Government Center, Fall River, MA 02722

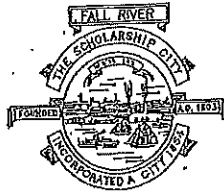
You should consult with your own attorney in preparing this claim form to understand your legal rights. The Office of the Corporation Counsel is unable to provide legal assistance to private citizens.

For official use only:

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

☒ DPW

Date: 2/21/17



RECEIVED

28

2017 FEB 21 P 2:17

CITY CLERK #17-20  
FALL RIVER, MACity of Fall River  
Notice of Claim

1. Claimant's name: Gertrude Levrault
2. Claimant's complete address: 247 Pelham St Fall River, Mass. 02721
3. Telephone number: Home: 508-642-7334 Work: Retired
4. Nature of claim: (e.g., auto accident, slip and fall on public way or property damage):  
Property Damages
5. Date and time of accident: 2/13/2017 Amount of damages claimed: \$ unknown
6. Exact location of the incident: (Include as much detail as possible):  
Corner of Ada + Pelham St
7. Circumstances of the incident: (attach additional pages if necessary):  
Flows packed snow on my property against fence - weight of icy snow broke chain link fence - City Truck came and removed snow against fence
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: 2/18/2017Claimant's signature: Gertrude Levrault

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, 2<sup>nd</sup> 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☒ DPWDate: 2/21/17



Council  
28

City of Fall River  
Notice of Claim

RECEIVED

2017 MAR -2 P 1:55

1. Claimant's name: Maria Estacio
2. Claimant's complete address: 120 Willow St. F.R. MA 02722 CITY CLERK 17-21  
FALL RIVER, MA
3. Telephone number: Home: 774-526-1627 Work: \_\_\_\_\_
4. Nature of claim: (e.g., auto accident, slip and fall on public way or property damage):  
Property Damage by the Police
5. Date and time of accident: \_\_\_\_\_ Amount of damages claimed: \$ 552.49
6. Exact location of the incident: (Include as much detail as possible):  
100 Smith Street F.R. MA 02724
7. Circumstances of the incident: (attach additional pages if necessary):  
The Police entered the apartment and destroyed all the 2nd floor ceiling tiles, struts, and the light fixture.
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: FEB 01/17

Claimant's signature: Maria Estacio

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, 2<sup>nd</sup> 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 ☒ FR Police Date: MAR -2 2017



Council

28

RECEIVED

City of Fall River  
Notice of Claim

2017 MAR -2 P 2:11

CITY CLERK 17-22  
FALL RIVER, MA

1. Claimant's name: Derek Oagles
2. Claimant's complete address: 251 Corbett St Fall River MA
3. Telephone number: Home: 401 433.8496 Work: \_\_\_\_\_
4. Nature of claim: (e.g., auto accident, slip and fall on public way or property damage):  
\_\_\_\_\_
5. Date and time of accident: Noticed on 2-13-17 Amount of damages claimed: \$ N/A at this time
6. Exact location of the incident: (include as much detail as possible):  
251 Corbett St Fall River MA
7. Circumstances of the incident: (attach additional pages if necessary):  
city plow was trying to open roadway  
went to far and hit my wall
8. Have you submitted a claim to any insurance company for damages arising from this incident? If so, name and address of insurance company: ☐ Yes ☒ No

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

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

Date: 3-2-17

Claimant's signature: [Signature]

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

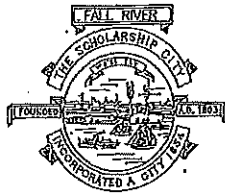
Return this from to : City Clerk, 2<sup>nd</sup> Fl., One Government Center, Fall River, MA 02722

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

For official use only:

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

Date: MAR -2 2017



RECEIVED

28

City of Fall River  
Notice of Claim

2017 MAR -7 P 12:02

TY CLERK 11-23  
FALL RIVER, MA

1. Claimant's name: John T. Pearson
2. Claimant's complete address: 30 Talley Hb Court, Middletown, RT 02842
3. Telephone number: Home: \_\_\_\_\_ Cell: 401-862-5343
4. Nature of claim: (e.g., auto accident, slip and fall on public way or property damage):  
flat tire caused by pothole
5. Date and time of accident: 3/19/17 Amount of damages claimed: \$ \$153.00
6. Exact location of the incident: (include as much detail as possible):  
Northbound on Bay Street just south of Shaw Street
7. Circumstances of the incident: (attach additional pages if necessary):  
Driving north and hit a metal standpipe in road with up to 12" pothole on one side (See attached photo). Tire was sliced on side and not repairable.
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: 2/28/17Claimant's signature: John T. Pearson

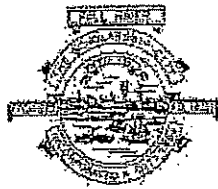
WHEN TO FILE: If your claim is based on a defect in a public way, you must file within 30 days of the incident. If your claim is based on the negligence or wrongful act or omission of the City or its employees, you must file within two years of the incident. PLEASE KEEP A COPY OF THIS FORM FOR YOUR RECORDS.

**Return this from to : City Clerk, 2<sup>nd</sup> Fl., One Government Center, Fall River, MA 02722**

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

For official use only:

Copies forwarded to: ☒ City Clerk ☒ Law ☒ City Council ☐ City Administrator ☒ DCM Date: 3/7



RECEIVED

28

2017 MAR -8 A 11:35

City of Fall River  
Notice of ClaimCITY CLERK 17-24  
FALL RIVER, MA

1. Claimant's name: Christopher J. Raposo
2. Claimant's complete address: 11 Burke Street
3. Telephone number: Home: 508-567-3640 Work: 774-627-4797
4. Nature of claim: (e.g., auto accident, slip and fall on public way or property damage):  
Car hit Pot hole Dented Rim and Blew out Tire.
5. Date and time of accident: 1-4-17 9:00 PM Amount of damages claimed: \$ 168.00
6. Exact location of the incident: (include as much detail as possible):  
Warren Street Fall River Big Pot hole
7. Circumstances of the incident: (attach additional pages if necessary):  
Driving Down Warren St. and drove into a very Big Pot hole near Comcast up 1/4 mile. it was unavoidable due to cars coming the other way. I'd like to also add that Burke St. is also a total mess.
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  
Not covered by Insurance Agency

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

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

Date: 3/8/17Claimant's signature: Chris Raposo

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

Return this form to: City Clerk, 2<sup>nd</sup> 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☒ OCMDate: 3/8/17



RECEIVED

28

City of Fall River  
Notice of Claim

2017 MAR -3 P 1:11

TY CLERK 17-25  
FALL RIVER, MA

1. Claimant's name: Joseph CABRAL
2. Claimant's complete address: 307 PURCHASE ST
3. Telephone number: Home: 508 612 7163 Work: 508 324 2797
4. Nature of claim: (e.g., auto accident, slip and fall on public way or property damage):  
other
5. Date and time of accident: \_\_\_\_\_ Amount of damages claimed: \$400.00
6. Exact location of the incident: (include as much detail as possible):  
See ATTACHED REPORT
7. Circumstances of the incident: (attach additional pages if necessary):  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
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: 02/27/2017Claimant's signature: [Signature]

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

**Return this from to : City Clerk, 2<sup>nd</sup> 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 AdministratorPoliceDate: 3/8/17



RECEIVED

28

2017 MAR -9 A 9:41

City of Fall River  
Notice of ClaimCITY CLERK 17-24  
FALL RIVER, MA

1. Claimant's name: Louis A. Melim
2. Claimant's complete address: 577 Grinnell St
3. Telephone number: Home: 7746446281 Work: \_\_\_\_\_
4. Nature of claim: (e.g., auto accident, slip and fall on public way or property damage):  
pot hole damage to tire
5. Date and time of accident: 3/5/17 Amount of damages claimed: \$ 251.00
6. Exact location of the incident: (include as much detail as possible):  
Grinnell St
7. Circumstances of the incident: (attach additional pages if necessary):  
Pot hole caused tire to blow up.  
had to replace two tires
8. Have you submitted a claim to any insurance company for damages arising from this incident? If so, name and address of insurance company: ☐ Yes ☒ No

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

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

Date: 3/9/17Claimant's signature: [Signature]

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

Return this from to : City Clerk, 2<sup>nd</sup> 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 ☒ DCMDate: 3/9/17

30

RECEIVED

2017 MAR -7 A 9:48.

CITY CLERK  
FALL RIVER, MA

March 6, 2017

City of Fall River  
Fall River City Council  
1 Government Center  
Fall River, MA 02720

Councilors,

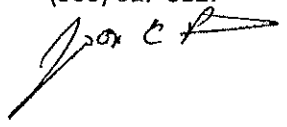
My name is Jose Pires. I own the home at 270 London Street in Fall River, which I purchased in 2011. To the left of my home is a non-accepted paper street, formerly called Weld Street. Since the purchase of my home I have maintained this land as the street has not been in use for quite a long time. The area is now grass that I maintain.

I am requesting to purchase this small piece of land from the City of Fall River. I have spoken with City Administrator Cathy Ann Viveiros. JR Frey, City Engineer, is also aware of my request to purchase.

Would you please put this correspondence on your next City Council meeting agenda so that it may be sent to the Committee on Real Estate for review and sale.

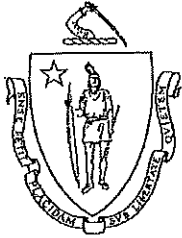
Sincerely,

Jose C. Pires  
270 London Street  
(508) 617-0117



CC: Cathy Ann Viveiros, City Administrator  
JR Frey, City Engineer

31



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](http://www.mass.gov/ago)

February 23, 2017

CJ Ferry  
300 Buffinton Street  
Fall River, MA 02721

**RE: Open Meeting Law Complaint**

Dear Mr. Ferry:

We understand that on January 23, 2017, 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 February 6, 2017.

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, April 17, 2017**.

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

Sincerely,

A handwritten signature in black ink, appearing to read "Kaitlin Maher".

Kaitlin Maher  
Paralegal  
Division of Open Government

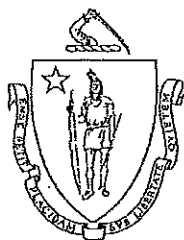
CITY CLERK  
FALL RIVER, MA

2017 FEB 27 P 12:58

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

31



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](http://www.mass.gov/ago)

February 28, 2017

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 February 27, 2017, we received your Open Meeting Law complaint, which was originally received by the Fall River City Council on or about January 23, 2017. 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](http://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 black ink that reads "Kaitlin Maher".

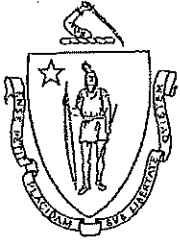
Kaitlin Maher  
Paralegal  
Division of Open Government

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

CITY CLERK  
FALL RIVER, MA

2017 MAR - 2 A 11:43

RECEIVED



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](http://www.mass.gov/ago)

January 26, 2017

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 January 23, 2017, we received your Open Meeting Law complaint, which was originally received by the Fall River City Council on or about December 27, 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](http://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 OF FALL RIVER  
IN CITY COUNCIL  
FEB 07 2017

*A/C placed on file*

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

31

RECEIVED

2017 JAN 30 A 11:49

CITY CLERK  
FALL RIVER, MA



## OPEN MEETING LAW COMPLAINT FORM

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

Please note that all fields are required unless otherwise noted.

### 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:

Date of alleged violation: Jan 17, 2017

31

### 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 December 27, 2016, the entire Fall River City Council was served with this Open Meeting Law Complaint with copies to the Fall River City Clerk and the Fall River Corporate Council.

Under MGL 30A §23(b), the public body is allowed fourteen (14) business days to respond to the complaint from the date of filing.

The Fall River City Council, failed to provide a response to the complaint of December 27, 2016 within the fourteen business days as required by MGL 30A §23(b).

This is evidenced by the response of the Fall River City Corporate Counsel hereto attached dated January 23, 2017.

The City Council deliberately chooses to assign responses to another individual, office or entity by which they regularly and continuously fail to meet the requirements under MGL 30A § 23(b), these acts are willful and deliberate and refuse to meet with the complainant regarding these issues as does the assigned individual, office or entity.

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 City Council should implement a policy where a meeting or discussion with the complainant on possible resolutions to the complaint be held to amicably resolve these issues.

The assessment of the maximum pecuniary assessment against the City Council members as they have the legal responsibility to insure that the law is complied with and have regularly failed to comply with the 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](mailto: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: January 23, 2017

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

31

**City of Fall River**  
*Office of the Corporation Counsel*

**JASIEL F. CORREIA II**  
Mayor



**JOSEPH I. MACY**  
Corporation Counsel

**GARY P. HOWAYECK**  
Assistant Corporation Counsel

January 23, 2017

CJ Ferry  
300 Buffington Street  
Fall River, MA 02721

**RE: OPEN MEETING LAW COMPLAINT  
FALL RIVER CITY COUNCIL  
DATE OF ALLEGED VIOLATION: 12/27/2016**

Dear Mr. Ferry:

This letter is in response to your Open Meeting Law Complaint filed against the Fall River City Council on or about December 27, 2016. Specifically, you allege the following:

1. On local radio media, WSAR, the Mayor of the City of Fall River, discussed via text messaging with all nine city councilors the possibility of allowing "Amnesty of Trash and recycling Fines." He [Mayor] stated he wanted to do this to remain in compliance with city ordinance. This communication appears to be serial communication and deliberation with a quorum of the City Council if not the entire City Council.

As you are aware, the purpose of the Open Meeting Law is to ensure transparency in the deliberations on which public policy is based. It requires, with some exceptions, that meetings of public bodies be open to the public. It also seeks to balance the public's interest in witnessing the deliberations of public officials with the government's need to manage its operations efficiently.

The Open Meeting Law requires that all meetings of a public body be properly noticed and open to members of the public, unless an executive session is convened. See G.L. c. 30A, §§ 20(a)-(b), 21. The Law's purpose is to eliminate much of the secrecy surrounding deliberations and decisions on which public policy is based." Ghiglione v. School Committee of Southbridge, 376 Mass. 70, 72 (1978). A "meeting" is defined, in relevant part, as "a deliberation of a public body with respect to any matter within the body's jurisdiction." G.L. c. 30A, § 18. The law defines "deliberation" as "an oral or written communication through any medium, including electronic mail, between or among a quorum of a public body on any public business within its jurisdiction; provided, however, that 'deliberation' shall not include the distribution of a meeting agenda, scheduling information or distribution of other procedural meeting or the distribution of

reports or documents that may be discussed at a meeting, provided that no opinion of a member is expressed." Id.

A member of a public body may distribute a document for discussion at a meeting via email, so long as the document does not contain the opinion of a member of the public body. G.L. c. 30A, § 18; OML 2012-84. "Expression of an opinion on matters within the body's jurisdiction to a quorum of a public body is a deliberation, even if no other public body member responds," OML 2013-186.

A public body may not engage in a serial communication whereby a quorum communicates in a non-contemporaneous manner outside of a meeting, on a particular subject matter within the public body's jurisdiction. See OML 2012-84 (improper deliberation where committee Chair made request to non-committee members to forward his opinions to other Committee members to circumvent the OML requirements-the Chair was attempting to facilitate communication between and among a quorum of the Committee on public business within the Committee's jurisdiction.; McCrea v. Flaherty, 71 Mass. App.Ct. 637 (2008) (holding that private serial communications violate the spirit of the Open Meeting Law and may not be used to circumvent the intent of the law). A public body may not use a non-member, such as a staff member, to communicate on matters that the Board would otherwise save for discussion at an open meeting. See District Attorney for the Northern District v. School Committee of Wayland, 451 Mass. 561, 570-571 (2009) ("Governmental bodies may not circumvent the requirements of the open meeting law by conducting deliberations via private messages, whether electronically, in person, over the telephone, or in any other form.")

First, the mayor's text to the councilors did not constitute serial communication between or among members of the City Council, as he did not express or solicit opinions between/among members of the Council. See e.g., OML 2015-3 (where quorum of commission members agreed to elect the leadership of the commission through email and in-person communications, it constituted deliberation outside of noticed meeting in violation of OML); OML 2013-186 (where Board of Selectmen Chair sent communications through telephone, email, and through a third party, asking to get the boards thoughts and expressing opinion on matter of public business within the board's jurisdiction to a quorum of the board, it constituted deliberation outside of properly posted meeting in violation of OML); and OML 2013-186 (where town administrator facilitated serial communication between Board members where he took a poll of the board about whether to close Town Hall for inclement weather); OML 2012-105 . . . ;

OML 2012-84 (former School Committee Chair sent emails to a quorum of the Committee covering a variety of topics, containing communications about Committee business)

Moreover, no councilors responded to the communication, no dialogue or exchange of opinions resulted between or among a quorum of the Council and therefore the Council as a whole did not violate the Open Meeting Law. See OML 2012-84 (where no other dialogue or exchange of opinions resulted between or among a quorum of the Committee outside of a meeting as a result of Chair's communications, Committee as a whole did not violate the Open Meeting Law)

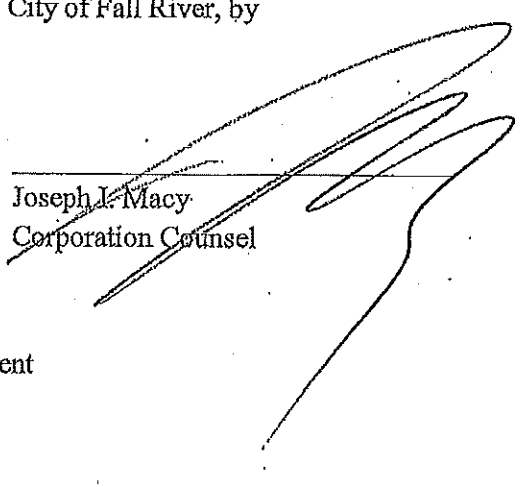
As such, the City Council did not violate the Open Meeting Law by engaging in deliberation outside of a properly posted meeting when it received text from the Mayor.

The Fall River City Council acted in good faith compliance with the law and should not be considered to have committed an intentional violation of the law. G.L. c. 30A, §23(g); 940 CMR20.02.

Since a determination has been made that no violation has occurred, we consider this matter closed. Please note that you have the right to appeal to the Massachusetts Attorney General – Division of Open Government.

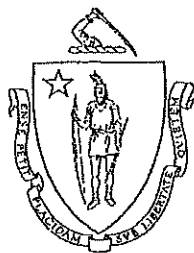
City of Fall River, by

Joseph J. Macy  
Corporation Counsel



Cc: Attorney General – Division of Open Government

32



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

MAURA HEALEY  
ATTORNEY GENERAL

(617) 727-2200  
(617) 727-4765 TTY  
[www.mass.gov/ago](http://www.mass.gov/ago)

February 23, 2017

VIA EMAIL ONLY

Patrick Higgins  
[patrick@patrickhiggins.co](mailto:patrick@patrickhiggins.co)

Dear Mr. Higgins:

We understand that on or about October 11, 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 notification and a response from the Council on November 16, 2016.

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 February 22, 2017 indicating that you were satisfied with the response from the Council; thus, you are no longer 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 dark ink, appearing to read "Hanne Rush".

Hanne Rush  
Assistant Attorney General  
Division of Open Government

cc: Joseph I. Macy, Esq., Fall River Corporation Counsel (By mail)  
Fall River City Council (By mail)

CITY CLERK  
FALL RIVER, MA

2017 FEB 27 P 12:58

RECEIVED



## OPEN MEETING LAW COMPLAINT FORM

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

Filed via email  
10-11-16 @ 10:37 pm

32

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

CITY OF FALL RIVER  
IN CITY COUNCIL

OCT 25 2016

Referred to  
Corporation Counsel

32

### 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 Retires" 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.

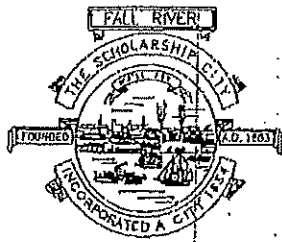
The complaint must be filed first with the public body. If you have any questions, please contact the Division of Open Government by calling (617) 963-2540 or by email to [openmeeting@state.ma.us](mailto:openmeeting@state.ma.us).

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: *Keith Higgins*

Date: 10/11/16

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



City of Fall River Massachusetts  
Office of the City Clerk

RECEIVED

32

2016 OCT -6 P 3:59

CITY CLERK  
FALL RIVER, MA

ALISON M. BOUCHARD  
CITY CLERK

**OCTOBER 6, 2016**  
**MEETINGS SCHEDULED FOR NEXT WEEK**  
**CITY COUNCIL CHAMBER, ONE GOVERNMENT CENTER**  
INÈS LEITE  
ASSISTANT CITY CLERK

**TUESDAY, OCTOBER 11, 2016**

**AGENDA**

**5:15 P.M. COMMITTEE ON REAL ESTATE**

**5:45 P.M. PUBLIC HEARINGS**

**Curb Removals**

1. Knitting Mill Apartments, 69 Aiden Street, Fall River, MA 02723, requests the removal of curbing at Dean Street, as follows:

	Existing Driveway Opening	Curb to be Removed	Curb to be Replaced	New Driveway Opening
Dean St.-North Entrance	0 feet	36 feet	0 feet	36 feet
Dean St.-South Entrance	0 feet	50 feet	0 feet	50 feet
Total	0 feet	86 feet	0 feet	86 feet

The curb cuts will result in a total of 86 feet in 2 locations on Dean Street. This would allow for improved access to the property, which is proposed to be redeveloped into 100 apartment units.

2. Hutchens Holdings II, LLC, 481 Curren Road, Assonet, MA 02702, requests the removal of curbing at 421 Curren Road as follows:

	Existing Driveway Opening	Curb to be Removed	Curb to be Replaced	New Driveway Opening
Curren Road:	94 feet	134 feet	0 feet	228 feet

This request is at the former Molten Metals Technology site. Hutchens Holdings also owns the abutting 481 Curren Road and is intending to expand into this location. The additional curb cuts will allow for proper traffic flow within the expansion area. This is located within the Fall River Industrial Park and all companies have their own off street parking. No on street parking spaces will be lost.

**Joint Pole Location**

3. Petition of Verizon New England Inc. and Massachusetts Electric Company for one jointly owned new pole location as follows:

Place one jointly owned pole 4, on the easterly side of Pond View Drive at a point approximately 107' northwesterly from existing joint owned pole 3, said point being approximately 385'

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

One Government Center • Fall River, MA 02722

TEL 508-324-2220 • FAX 508-324-2211 • EMAIL [city\\_clerks@fallriverma.org](mailto:city_clerks@fallriverma.org)

northwesterly from the centerline of Amity Street. This pole installation is necessary in order to bring service to new homes being built on Pond View Drive.

In accordance with Plan No. MA2016-33

Dated: September 1, 2016

**6:00 P.M. COMMITTEE ON FINANCE OR IMMEDIATELY FOLLOWING THE PUBLIC HEARINGS IF THEY RUN PAST 6:00 P.M.**

1. \*Discussion of loan orders for the following:
  - a. Departmental equipment – Police Department – \$480,000
  - b. Departmental equipment – MIS Department – \$390,000
  - c. Departmental equipment – Fire Department – \$300,000
  - d. Departmental equipment – Buildings and Grounds Department – \$465,000
  - e. Departmental equipment – Parks and Cemetery Department – \$278,600
  - f. Departmental equipment – Streets and Highways Department – \$460,000
  - g. Building Improvements – Streets and Highways Department – \$240,000
  - h. Infrastructure – Streets and Highways Department – \$450,000
  - i. Streetscapes – Purchase Street – \$1,398,000
  - j. Streetscapes – Bank Street/Columbia Square – \$1,260,500
  - k. Streetscapes – East Main Street – \$2,075,000
  - l. Streetscapes – Bedford Street – \$2,450,000
  - m. Streetscapes – South Main Street – \$1,060,000
  - n. Streetscapes – North Main Street – \$1,444,000
  - o. Streetscapes – Rock Street – \$775,000
  - p. Application of bond premium

**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 order - Departmental equipment – Police Department – \$600,000

**PRIORITY COMMUNICATIONS**

2. \*Corporation Counsel re: property located off of Carlisa Drive

**COMMITTEE REPORTS**

Committee on Public Safety recommending:

Grant leave to withdraw:

3. \*Resolution – Seven Hills Educational presentation regarding Narcan

Committee on Public Works and Transportation recommending:

Grant leave to withdraw:

4. \*Resolution – Discuss quality of pothole patches

**ORDINANCES**

Second reading and enrollment:

5. \*Proposed Ordinance – Fire Department Fees
6. \*Proposed Ordinance – Amend Committee on Human Services, Housing and Elder Affairs

ADA Coordinator: Gary P. Howayeck, Esq. 508-324-2660

# RESOLUTIONS

7. \*Free Speech Week Proclamation
8. \*Committee on Finance convene to discuss differences between the positions of Grant Coordinator and Substance Abuse Prevention Coordinator
9. \*Committee on Finance convene to discuss the removal of cemetery planters and urns From Oak Grove Cemetery
10. \*Mayor not appoint any city employees to Boards and Commissions
11. \*Committee on Budget Preparation, Revenue and Audits convene to discuss city departments, functions and responsibilities
12. \*Committee on Real Estate convene to discuss the inventory of property owned by the City
13. \*Local restaurants consider providing a free meal to veterans on Veterans Day

# CITATIONS

14. Fall River Police Department Award Recipients and Retires

# ORDERS – HEARINGS

## Curb Removals:

15. Knitting Mill Apartments, 69 Alden Street – 86 feet on Dean Street
16. Hutchens Holding II, LLC, 481 Currant Road – 228 feet on Currant Road

## Joint Pole Location:

17. Pond View Drive – One joint pole location

# ORDERS – MISCELLANEOUS

18. Police Chief's report on licenses
19. Auto Repair Shop license renewals
  - John Cordeiro, J & J Auto Repair, Inc. at 635 Warren Street
  - Manuel Felix d/b/a Felix Auto Collision Center at 1201 Slade Street
  - Joseph P. Fournier III d/b/a JDR Vintage Automotive and Transmission at 681 Brayton Avenue
20. Transfer of Auto Body Shop license #140 at 1021 Locust Street from Shawn and Nathan Tavares, Champion Auto Body, Inc., to Gabrielle Cabral d/b/a Competitive Auto Body and Sales
21. \*Streetscape projects be combined into one loan order and be placed on ballot at next general or special election for approval by registered voters

# COMMUNICATIONS – INVITATIONS – PETITIONS

22. \*Claims
23. \*Communication from city resident regarding commercial business operating on South Almond Street
24. \*Open Meeting Law complaint regarding September 7, 2016 Committee on Real Estate
25. \*Open Meeting Law complaint regarding September 13, 2016 City Council Meeting
26. \*Open Meeting Law complaint regarding September 19, 2016 City Council Meeting

## City Council Committee/Meeting Minutes:

27. \*City Council Public Hearings – September 13, 2016
28. \*Committee on Finance – September 13, 2016
29. \*Committee on Real Estate – September 7, 2016

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

2010 Minutes

Committee on Finance

- |     |             |             |            |
|-----|-------------|-------------|------------|
| 30. | a. July 13  | e. Sept. 28 | i. Nov. 23 |
|     | b. Aug. 10  | f. Oct. 12  | j. Dec. 7  |
|     | c. Sept. 14 | g. Oct. 26  | k. Dec. 28 |
|     | d. Sept. 15 | h. Nov. 9   |            |

Committee on Economic Development and Tourism

31. a. Oct. 5

Committee on Ordinances and Legislation

- |     |             |            |            |
|-----|-------------|------------|------------|
| 32. | a. Aug. 3   | c. Oct. 26 | e. Dec. 14 |
|     | b. Sept. 28 | d. Nov. 17 |            |

Committee on Public Safety

33. a. June 29

Committee on Public Works and Transportation

34. a. July 27  
b. Nov. 9

Committee on Real Estate

- |     |            |           |
|-----|------------|-----------|
| 35. | a. July 27 | c. Oct. 5 |
|     | b. Aug. 23 |           |

Committee on Regulations

- |     |            |            |           |
|-----|------------|------------|-----------|
| 36. | a. Aug. 3  | c. Oct. 18 | e. Dec. 6 |
|     | b. Aug. 23 | d. Nov. 8  |           |

City Council Meetings

- |     |             |            |            |
|-----|-------------|------------|------------|
| 37. | a. July 13  | e. Oct. 12 | i. Dec. 7  |
|     | b. Aug. 10  | f. Oct. 26 | j. Dec. 28 |
|     | c. Sept. 14 | g. Nov. 9  |            |
|     | d. Sept. 28 | h. Nov. 23 |            |

2011 Minutes

Committee on Finance

- |     |            |             |            |
|-----|------------|-------------|------------|
| 38. | a. Jan. 25 | i. May 24   | q. Oct. 4  |
|     | b. Feb. 8  | j. June 14  | r. Oct. 25 |
|     | c. Feb. 16 | k. June 15  | s. Nov. 15 |
|     | d. Mar. 8  | l. June 28  | t. Nov. 29 |
|     | e. Mar. 22 | m. July 19  | u. Dec. 13 |
|     | f. Apr. 5  | n. Aug. 16  | v. Dec. 27 |
|     | g. Apr. 19 | o. Sept. 6  |            |
|     | h. May 10  | p. Sept. 20 |            |

Committee on Human Services, Housing and Elder Affairs

39. a. May 10  
b. May 18

40. Committee on Ordinances and Legislation  
a. Jan. 25 e. May 18 i. Sept. 27  
b. Mar. 1 f. May 31 j. Oct. 18  
c. Apr. 12 g. July 12 k. Dec. 12  
d. May 10 h. Aug. 4 l. Dec. 20
41. Committee on Public Safety  
a. Apr. 5 c. July 26 e. Oct. 4  
b. Apr. 19 d. Aug. 16
42. Committee on Public Works and Transportation  
a. Mar. 8 o. July 19 e. Oct. 13  
b. Mar. 22 d. Sept. 27
43. Committee on Real Estate  
a. Feb. 16 d. Sept. 8 g. Nov. 22  
b. June 27 e. Oct. 13  
c. July 12 f. Nov. 9
44. Committee on Regulations  
a. Feb. 1 e. May 24 i. Aug. 25  
b. Feb. 15 f. July 6 j. Nov. 3  
c. Mar. 22 g. July 12  
d. Apr. 19 h. July 20
45. City Council Meetings  
a. Jan. 25 i. May 24 q. Oct. 4  
b. Feb. 8 j. June 14 r. Oct. 25  
c. Feb. 16 k. June 28 s. Nov. 15  
d. Mar. 8 l. July 12 t. Nov. 29  
e. Mar. 22 m. July 19 u. Dec. 6  
f. Apr. 5 n. Aug. 16 v. Dec. 13  
g. Apr. 19 o. Sept. 6 w. Dec. 27  
h. May 10 p. Sept. 20
46. 2012 Minutes  
Committee on Finance  
a. Jan. 10 j. Apr. 10 s. Aug. 14  
b. Jan. 24 k. Apr. 24 t. Sept. 11  
c. Feb. 13 l. May 8 u. Sept. 25  
d. Feb. 15 m. May 22 v. Oct. 16  
e. Feb. 28 n. June 12 w. Oct. 30  
f. Mar. 13 o. June 14 x. Nov. 13  
g. Mar. 15 p. June 18 y. Nov. 27  
h. Mar. 27 q. June 26 z. Dec. 18  
i. Apr. 4 r. July 17
47. Committee on Economic Development and Tourism  
a. Feb. 21 c. Apr. 17  
b. Mar. 20 d. June 19

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

48. Committee on Health and Environmental Affairs  
 a. Feb. 21 c. Mar. 26  
 b. Mar. 6 d. Nov. 20

49. Committee on Ordinances and Legislation  
 a. Feb. 7 f. Apr. 17 k. July 31  
 b. Feb. 21 g. May 7 l. Aug. 21  
 c. Mar. 5 h. May 15 m. Aug. 28  
 d. Mar. 19 i. June 5 n. Oct. 23  
 e. Apr. 9 j. July 10 o. Dec. 4

50. Committee on Public Safety  
 a. Feb. 7 d. May 1 g. Oct. 1  
 b. Mar. 6 e. June 5  
 c. Apr. 3 f. Aug. 28

51. Committee on Public Works and Transportation  
 a. Mar. 5  
 b. May 7

52. Committee on Real Estate  
 a. Jan. 19 d. Feb. 28 g. Oct. 2  
 b. Jan. 30 e. May 8 h. Dec. 4  
 c. Feb. 8 f. July 31

53. Committee on Regulations  
 a. Jan. 30  
 b. July 24

54. City Council Meetings  
 a. Jan. 10 j. May 22 s. Aug. 31  
 b. Jan. 24 k. June 12 t. Sept. 11  
 c. Feb. 13 l. June 18 u. Sept. 25  
 d. Feb. 28 m. June 26 v. Oct. 16  
 e. Mar. 13 n. July 10 w. Oct. 30  
 f. Mar. 27 o. July 17 x. Nov. 13  
 g. Apr. 10 p. July 24 y. Nov. 27  
 h. Apr. 24 q. Aug. 14 z. Dec. 11  
 i. May 8 r. Aug. 23

**BULLETINS - NEWSLETTERS - NOTICES**

55. Notices of Casualty and Loss at 77 Kelly Drive

*Alison M. Bouchard*  
 City Clerk

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

**SPECIAL MEETING OF THE CITY COUNCIL**

MEETING: Tuesday, February 28, 2017 at 6:30 p.m.  
Council Chamber, One Government Center

PRESENT: Councilors Joseph D. Camara, Steven A. Camara and  
Stephen R. Long

ABSENT: Councilors Richard Cabeceiras, Pam Laliberte-Lebeau,  
Raymond A. Mitchell, Linda M. Pereira, Cliff Ponte and  
President Shawn E. Cadime

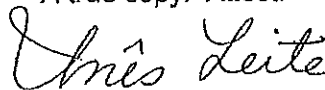
IN ATTENDANCE: None

Assistant City Clerk Inês Leite called the meeting to order at 6:32 p.m. and called the roll.  
A quorum not being present, she declared the meeting adjourned at 6:33 p.m.

List of documents and other exhibits used during the meeting:

Agenda packet (attached)  
CD and DVD of meeting

A true copy. Attest:



Assistant City Clerk

34

**SPECIAL MEETING OF THE CITY COUNCIL**

MEETING: Wednesday, March 1, 2017 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,  
Pam Laliberte-Lebeau, Stephen R. Long, Raymond A. Mitchell,  
Linda M. Pereira and Cliff Ponte

ABSENT: None

IN ATTENDANCE: Mayor Jasiel F. Correia II

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. There was a presentation of the colors by the Fall River Police Department and Fall River Fire Department Honor Guards. The National Anthem was performed by Stacie Hartman.

President Shawn E. Cadime introduced Mayor Jasiel F. Correia II and stated that the purpose of the meeting was for the Mayor's State of the City address, a copy of which is attached hereto and made a part of these minutes.

*On a motion made by Councilor Raymond A. Mitchell and seconded by Councilor Linda M. Pereira, it was unanimously voted to adjourn at 7:53p.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

State of the City Address

Mayor Jasiel Correia

March 1, 2017

Good evening. Good evening, everybody. What an exciting night! I am so happy to be with all of you here tonight.

Let me start by thanking all of our elected officials who are here tonight. I also want to thank every single city employee, from the mayor's office, to our chiefs, to our department heads, to every employee who delivers services to our citizens every day. You make our city work. Thank you. Please give them a huge round of applause.

And thank you to all board and commission members. And thank you to all of our citizens here tonight and watching at home. We do this for you.

It has been a little over a year since I took office as your mayor, the mayor of the great city of Fall River and in that short year we have accomplished so much. We have overcome challenges and charted a new course; a course that renews Fall River's central promise: the promise that you and your family can make it here!

And tonight, I am thrilled to report to the citizens and the business community of Fall River that the state of our city is strong.

Tonight, I will summarize our past challenges and successes and I will provide you with a plan and a vision of the future; a plan that is achievable and built on the new practices and policies we have implemented in the last year.

Over the short span of my first term in office, Fall River has certainly moved forward. Amazon has opened and today, because of the leadership of Hil Camara, Joe Vianna, Tom Pereira and the entire staff of BCTC and the Career Center, Amazon employs over 1,800 people.

Blount Seafood has expanded and South Coast Place, which will include Market Basket, a movie theater and twenty-one new stores has begun construction. Route 79 South has been completed and yes, for

the first time in my lifetime, all six lanes of the Braga Bridge are open. This is just the beginning of our economic comeback!

While some of the aforementioned successes predate my administration, they are clearly community successes that we should all be proud of. Let me be clear. Upon taking office, we had significant challenges that had to be met with creativity, optimism and good old fashioned hard work.

### **Past Practices, Not Best Practices**

Upon taking office in January of 2016, our city had been bruised by poor planning. Government had swelled and new fees were necessary just to keep city services operational. The city had entered into a number of poorly-negotiated contracts. Leaders had even stated that the city was on the brink of receivership. Our city was left with a mere \$500,000 in stabilization funds and a negative outlook by the credit agency, Moody's.

City properties had not been maintained. Past administrations rolled the dice on school funding and fiscal policies which, year after year, made our city councilors choose between layoffs to police officers, firefighters and teachers or create new fees and increase taxes to the maximum.

Additionally, the city has been burdened by the federally mandated CSO project that in total will cost taxpayers over \$300,000,000. And last but not most challenging was the negative reputation and slump that citizens and businesses so desperately desired to shake off.

Despite these challenges, our team – your team- and I got right to work. 2016's theme was "Back to Basics."

### **DCM Reorganization and Privatization of Trash**

We started by reorganizing the Department of Community Maintenance, a department that had grown to encompass everything from trash collection to building maintenance – a model that diluted resources and efforts. Under the reorganization, we privatized the collection of trash, not only saving taxpayers money but also relieving our DCM workers of this time consuming duty.

We split the department in two: Community Maintenance and Building and Grounds. These new departments actually yielded a reduction in staff but an increase in productivity and a priority of beautifying our city.

#### **Best Fiscal Practices and Elimination of Trash Fee**

Under the leadership of CFO Mary Sahady and City Administrator Cathy Ann Viveiros, working with City Auditor Krishan Gupta and the cooperation of every department head, we were able to implement zero-based budgeting practices for the first time. This process yielded approximately \$2.2 million in savings. In addition, we paid down our \$1.6 million Snow and Ice deficit, which was a multi-year carryover.

The combination of zero-based budgeting and privatization of trash collection led to the fulfillment of a campaign promise to eliminate the \$120 household fee, a promise I and many city councilors in this room made to our residents. We were one of the few, if not the only community in the Commonwealth to eliminate a fee and deliver savings to taxpayers without using any one-time funds. We did not replace this fee, we eliminated it, saving taxpayers \$37 million each and every ten years.

We should be proud that together we eliminated this fee and I can attest to you today that the Correia Administration will always explore every option to reduce or eliminate fees when possible.

These new fiscal policies allowed the city to begin re-fund its stabilization account. One year ago, the city had \$500,000 in stabilization funds while comparable cities had millions and I am proud to tell you that we have over \$4 million in stabilization with a plan to have \$10 million by 2021.

But don't just take my word for the improvement in fiscal policy. Just this past month, the credit and bond rating agency Moody's dropped their negative outlook on the City of Fall River, citing better fiscal policies, better leadership and redevelopment opportunity.

#### **Public Safety as a Top Priority**

The safety of every member of our community is a top priority of this administration. However, as any firefighter or police officer can tell any politician, action speaks much louder than words. I believe our administration and this council have taken more action to improve the staffing and equipment in all of our public safety departments than any other administration in the last decade.

Thanks to retired Sergeant Michel Hoar and a generous donation by Mechanics Cooperative Bank, soon every officer will be outfitted with their own life saving tourniquet. We have ten new police cars and two new animal control vehicles on order. Fifty new radios and Tasers – and I commit to you tonight that we are exploring the possibility of installing new camera systems throughout the city to help investigate crime.

We are so fortunate to have had the best police chief in the state, Chief Dan Racine, and we wish him well in his retirement. And these new initiatives will continue to be carried out under Acting Chief Al Dupere.

We in Fall River are certainly not immune to crime. As a city we encounter challenges all urban communities face. However, there is no question that we have one of the best police forces in the state, one of the few that is both state and nationally accredited.

In 2017, we are committed to continuing to provide our officers with new tools to better do their job and increase the number of police officers to better fight crime.

The fire department has seen an unprecedented amount of support, so much so that I think that the members are pleasantly surprised. First and foremost, Chief Lynch is already proving to be one of the best fire chiefs in the entire state. Chief, your commitment to this department is not only honorable but something that gives me strength and security every day. It is an honor to work with you.

In addition to Chief Lynch, we have committed many new resources to our fire department. I want to publicly thank union president Jason Burns, Councilor Joe Camara, Councilor Steve Long and councilor Pam Laliberte-Lebeau for their constant support and advocacy for fully upgrading our fire department. In the last year and into 2017, we were able to purchase, through grants and bonds and thanks to the Fall River Community Development Agency, the following:

68 new SCBA units, or breathing apparatus

104 sets of new fire protective gear

3 stations have been outfitted with gear washers and driers with 3 more coming online in 2017

The first-ever full-fledged fire and rescue boat for our expanding waterfront

1 new engine ordered in April, being delivered in early spring

3 new engines: 1 heavy rescue, 1 platform ladder truck and 1 command unit

1 fleet maintenance vehicle

2 new ambulances

A 5<sup>th</sup> medical rescue was put into service

6 electric vehicles along with charging stations for EMS and fire prevention inspectors

A new state of the art radio fire alarm system for all city buildings, installed by August

In addition to this much needed equipment, we sustainably absorbed all ten SAFER Grant firefighters and, pending contract negotiations, we will have the opportunity, for the first time in many years, to bring manpower from 175 to 180 firefighters.

All these improvements to our police and fire departments are a foundation for the future which will ultimately produce a safer city, leading to more economic development opportunities.

### **Economic Development**

We have seen the advantages and disadvantages of being a hardworking mill town. The City of Fall River has enjoyed the many riches a textile capital can afford, but reality hit this community quick and hard several decades ago. We lost more than just jobs when the vast majority of textile-related industry left Fall River to go overseas. We lost our way and nearly our identity. However, the consistency of the Fall River Office of Economic Development, led by its board of directors, cultivated new industry, leading to the replacement and creation of thousands of jobs over the last thirty years.

I want you to know that my administration, in partnership with FROED, the Governor's Office, our state delegation, educational institutions like BCC and UMass, Workforce Development, nonprofits the Chamber of Commerce and our School Committee and City Council are committed to a new era of economic development opportunities for all residents and businesses.

This means working on filling up our Biotechnology and Life Sciences Park while also filling vacant storefronts with exciting new businesses like the Pink Bean and Juice'd and Dunny's and Java House and so many others.

It means working to upgrade the facades of commercial properties and recognizing homeowners for keeping their properties in great shape. It means helping big businesses with TIFs for accountable job

creation but also looking at ways to help provide tax breaks to small businesses in the Flint and on Main Street for creating jobs as well.

Economic development in 2017 and beyond means continuing to upgrade our streets and sidewalks. And when I say upgrade, I really mean upgrade! As many of you know, thanks to city council support, we are able to commit almost \$10 million to our Streetscapes program. I want to again thank the Council, especially councilors Steve Camara, Joe Camara and Steve Long for their vision and support.

This means that under the leadership of City Planner Bill Kenney and City Engineer J. R. Frey, you will see totally new, beautiful streets and sidewalks in many of our numerous downtowns: East Main Street, North and South Main Streets, Bedford Street, Purchase and Bank Streets, Columbia Square and many more will be completely upgraded with better parking, better lighting, benches and trees, street art and much more.

And today we commit to proposing two or more streets to match our Chapter 90 street funding each year over the next five years. This will create a more ADA compliant, accessible and beautiful city for everyone to enjoy. That's where your tax dollars will be going to – our streets and quality of life. Not bags and not trash.

Even with all these great economic development initiatives, there is one economic development issue that trumps all. And ever improving education, multi-discipline system, combined with a new Durfee High School is the top priority of this administration. Today I announce an initiative called Education for All. Education for All will continue the commitment we have made in 2016, a commitment that recognizes that education is the key to our city's future but also that education does not have to be a one size fits all solution. Education for All will focus on educating youth and adults in the traditional ways in classrooms as well as utilizing on the job training.

We have seen many community wins around education this past year. We took a fiscally challenged system and exceeded net school spending by over \$1 million at the beginning of the year. We erased a \$1.5 million NSS shortfall.

We hired a new superintendent, Dr. Matthew Malone, who is here tonight. And he is so focused on improving the culture of our system. Thank you, Superintendent, it has been a pleasure getting to know you. I believe in your leadership and your commitment to our students.

I am happy to announce to you today that the superintendent has agreed, after seeing the savings the city realized, to implement zero-based budgeting in the school department in his upcoming budget.

We successfully guided a compromise between the Atlantis Charter School and the neighborhood and continued our commitment to the Chamber of Commerce-sponsored EDup program.

Diman has seen an unprecedented amount of growth; applications are through the roof. Under the leadership of the newly appointed superintendent, Tom Aubin, I know there will be even greater growth.

We funded and facilitated a relationship with the Resiliency Preparatory Academy and People, Inc, a partnership that yielded a community center to train students that may have otherwise failed and instead now have an opportunity at a successful career.

I want you to leave here knowing that education for all, child and adult, will be part of our future foundation. Whether it's a new Durfee High School or job training programs or vocational programs, every citizen will have an opportunity and a chance to make it here.

#### **Relationships are Key**

In order to continue all this progress, we need a network of relationships, both public and private, through which we can make our needs felt and our views heard. I have established those relationships and will continue to strengthen them at every opportunity. We now have a strong working relationship with our local legislative delegation: Senator Mike Rodrigues, Representatives Alan Silvia, Carole Fiola and Paul Schmid are in constant contact with me and I want to thank them for being our voice on Beacon Hill. We have equally built a relationship with our Congressional delegation.

As I look around this room tonight, I see many elected officials. To them and especially to our city councilors I say, we are in this together. While we may disagree at times, we must not disagree all the time. We owe it to the people of Fall River to engage in reasoned discourse about matters of public trust and not engage in purely personal or political opposition.

To this end, I affirm my sincere desire to cooperate with all elected officials and most of all with the City Council. My door is always open to you. Please participate with me in a constructive manner to advance the interests of the city and its people. I will make a genuine effort to build trust and be more inclusive.

Perhaps most importantly, I have a positive and productive relationship with Governor Baker and Lt. Governor Polito. I have met with them many times both in Boston and here in Fall River. I have proudly shown them Fall River and have convinced them of our value to the state. They now view Fall River as an economic driver and an asset. We definitely have their attention. As a result, we have received numerous grants, including \$3.8 million for our waterfront alone as well as my appointment to the state's Economic Seaport Council, signifying the governor's trust and belief in our city.

It's not an accident that this has happened. I will always show Fall River in the best possible light and it is paying off. Again, the results have been swift and dramatic. We will continue our revitalization of the waterfront through innovative investments and through our close relationship with our delegation and the governor. And with the private sector, with businesses like the Borden Light marine and Mike Lund and the Cove Restaurant and Peter Cabral and with Commonwealth landing.

We have always been a community of neighborhoods. I am happy to tell you today that neighborhoods – your neighborhood – is a priority. Everyone deserves a clean and safe neighborhood. Together with our incredible network of neighborhood associations and our amazing community outreach coordinator, Monica Sousa, we will strengthen our community while capitalizing on the unique elements each neighborhood has to offer.

We will tell our story through our marketing and branding campaign. Fall River is the place to be. You truly can make it here. And the world is already starting to get the message. Investors from outside and inside the city are hearing the word and are responding.

Fall River is no longer looking for handouts. We are presenting ourselves for what we are. We are becoming an investment opportunity. Whether it's state government, private businesses, Boston, Providence or Cape Cod, the word is out. Our waterfront is second to none. Our transportation infrastructure is good and getting better. We have the manufacturing space and we have the workforce. Ask Kathryn Hilderbrand of Good Clothing Company or Michael Benevides from Portugalia Marketplace. They will tell you that their businesses are booming. Ask Rob Mellion from the Chamber of Commerce and Joanne Sbrega of the Children's Museum. They will tell you that people are coming to Fall River.

A stable city also requires checkups – checkups that modernize city laws and city operations. I am so pleased to have in our presence, chair of the Charter Commission, Mike Miozza. Together he and the Charter Commission have crafted changes to our city charter that all voters will have an opportunity to weigh in on. It's been a long road but I admire their commitment to this very important cause. Please give the Charter Commission a round of applause.

Fall River has always been mindful of the sacrifices that our veterans have made. They are very much a part of the fabric of our community. I have proposed a new monument to our beloved veterans: a replica of the Vietnam memorial in Washington, D.C. to be erected at Bicentennial Park. Using private donations and all available grants, we can augment our wonderful tribute to all veterans and make a spectacular additions to the monuments already present there.

It's a truly exciting project that I completely support and will be able to make further announcements about as it progresses. It will be something that every resident of the city can truly be proud of. In addition, we continue to secure funding for the remodeling of our veterans center on Pine Street. I want to thank Ray Hague and the many volunteers who do their part in giving back to our veterans. Some of my proudest moments as mayor have been honoring these outstanding individuals and their families.

I want everyone to know that we have accomplished so much together and we will continue this great progress. We have many priorities ranging from economic development to public safety to fiscal management. As you heard tonight, we totally improved some of these and strengthened all of government to serve our citizens. As we continue to make progress in all of these areas, there are three that have risen to the top and will be addressed:

1. Education, we must create a solid foundation for all citizens to receive the education they want, in the classroom or on the job. We are committed to a new Durfee High School.

2. Drug abuse, is a very important issue to me, a national disease that has crippled and ruined the lives of many. I want everyone's help to tackle the issue of drug abuse. We will work together to address homelessness and mental health in the coming months. The fight to impact substance abuse in this community has already begun. There are challenging problems and I would be lying if I told you I have the answer.

- And 3. Fiscal policy, the elimination of the \$120 fee was just the beginning. We will continue to manage the city's finances, your tax dollars, more wisely. We'll find new revenue, solar, billboard, transfer station for recyclables, etc. And as a result, we will eliminate the PAYT program. We are already working on a plan that eliminates the bags for good.

My grandmother is here tonight and she along with my grandfather and their three children including my mother, made it to this country in 1977 from the Azores. A year before the Blizzard of 1978, they settled into a three decker on William St. Their story is a common story of achieving the American Dream right here in Fall River. Both my grandparents started their lives working in factories. My grandmother sewed sleeves onto jackets and later became a teaching assistant and eventually a teacher at Talbot Middle School.

My parents' story is similar, both of my parents were born outside of this country and fate would lead them to meet in Fall River at Bristol Community College. Shortly after graduating, they married and moved into that same three decker on William St. My parents welcomed me into their lives in 1991 and our entire family welcomed the first generation of family to be born in the United States of America and

In just 1 generation their son, the son of immigrants, the son of Portuguese and Cape Verdean descent, became the Mayor of their city. My grandparents' and parents' story is Fall River's story; one of hard work, determination, love and hope and prosperity.

Fall River has always promised its residents an opportunity, a chance at success and happiness whether it was the boom of the textile industry in which Fall River led the industrial revolution, to the modern Fall River whose generations of people built a city on a hill always reaching for the sky. When we look to our past as Fall Riverites, we have much to be proud of.

Tonight, we look not just forward but, like the many smokestacks and steeples that define our cityscape we look upward, reaching to new heights and even greater PROGRESS.

Tonight we forge new relationships and invest in our city.

Tonight we renew the commitment our parents and grandparents made to us.

Tonight and together we build a greater, stronger Fall River for the next generation.

With more hard work. With Innovative thinking. By furthering those governmental relationships. By refusing to sell ourselves short and by believing in ourselves we will succeed.

No one else can do this but us. If we do not believe in ourselves, no one else will. We all know that there is a sense of negativity in our community. I see it, I hear it and I read it. But make no mistake – I do not accept it.

We must be positive in our outlook, for we have every reason to do so. We must work diligently, intelligently and optimistically. Our success itself will silence the critics. I promise you – we will succeed.

Just look at what we have accomplished in just 12 months:

We delivered on campaign promises.

We privatized trash collection

We implemented zero based budgeting

We went from \$500k to \$4million in stabilization money

We met NSS

We fully upgraded our public safety departments

We eliminated the sanitation enterprise account

We eliminated the \$120 household fee

We have secured millions in new grant funding for a host of economic development opportunities

We re-branded the city and announced to the world that you can make it here - whether it's a tourism destination like the battleship, or the Historical Society you can make it here, or a product like leather jackets made at Vanson Leathers or shirts made for the Olympics by New England Shirt you can make your products here. Or if you're like my grandparents and moved here to make something of yourself, you and your family can make it here.

There is any doubt the city has progressed over the last 12 months and I am excited about the future of our amazing beautiful city. This is just the beginning, there is so much more to come.

These last twelve months have been the best of my life. I am constantly encouraged by the spirit of this city. I pledge to continue to devote all my energies to making Fall River great. But I have not done it alone and cannot do it alone. I need your support, your help and your cooperation. Whatever we do, we do together.

Join me in the coming months and years ahead to move this city not only forward but upward to greatness, with confidence and purpose.

Can we do it? Of course we can. We will do it. Of course we will. All we need is courage, cooperation willingness and perhaps a little help from God.

God bless you all and God bless Fall River.

## COMMITTEE ON ORDINANCES AND LEGISLATION

MEETING Monday, February 27, 2017 at 5:15 p.m.  
Council Chamber, One Government Center

PRESENT Councilor Cliff Ponte, presiding  
Councilors Joseph D. Camara, Pam Laliberte-Lebeau and  
Stephen R. Long, Linda M. Pereira

ABSENT None

IN ATTENDANCE Joseph I. Macy, Corporation Counsel  
Cathy Ann Viveiros, City Administrator  
John Bourassa, New England E Cig & Smoke Emporium  
568 North Main Street, Fall River, MA 02720  
Marilyn Edge, Coordinator, Tobacco Control Program

The chairman called the meeting to order at 5:18 p.m. and announced that the meeting may be recorded with audio or video and transmitted through any medium.

Agenda:

1. Proposed Ordinance – Traffic, Handicapped Parking  
*On a motion made by Councilor Joseph D. Camara and seconded by Councilor Linda M. Pereira, it was unanimously voted to recommend the proposed ordinance be accompanied by an emergency preamble. On a further motion made by Councilor Joseph D. Camara and seconded by Councilor Pam Laliberte-Lebeau it was unanimously voted to recommend the proposed ordinance, accompanied by an emergency preamble be passed through first reading, second reading, passed to be enrolled and passed to be ordained.*

2. Proposed Ordinance – Traffic, miscellaneous  
*On a motion made by Councilor Joseph D. Camara and seconded by Councilor Stephen R. Long, it was unanimously voted to recommend the proposed ordinance be passed through first reading.*

3. Communication – City resident requesting cap on tobacco licenses  
*Councilor Joseph D. Camara questioned that if we choose to put a cap on the number of licenses, how many would you consider adding to the present number of licenses available. Marilyn Edge stated she would recommend adding two or three. Councilor Pam Laliberte-Lebeau asked if all the cities and towns that have a cap on licenses were at their maximum. Marilyn Edge stated that she did not know. Councilor Stephen R. Long asked how many tobacco licenses we currently have. Marilyn Edge stated*

currently we have 131 licenses. On a motion made by Councilor Linda M. Pereira and seconded by Councilor Pam Laliberte-Lebeau, it was unanimously voted to send a letter to the State Delegation to request they research the guidelines of selling cigarettes below cost and forward any information to the committee (copy of said letter is attached hereto and made a part of these minutes). On a further motion made by Councilor Linda M. Pereira and seconded by Councilor Stephen R. Long, it was unanimously voted to recommend the communication be granted leave to withdraw.

35

4. Resolution – discuss enacting ordinances regarding Marijuana Dispensaries and Cultivation Facilities

On a motion made by Councilor Linda M. Pereira and seconded by Councilor Pam Laliberte-Lebeau, it was unanimously voted to take items #4 and #5 together.

5. Resolution – discuss placement of marijuana facilities

Chairman Ponte read both resolutions aloud. Corporation Counsel stated that a letter of non-opposition can only be signed by the City Council or the Mayor. Corporation Counsel also stated that voters approved the recreational use of marijuana on December 15, 2016. In the legislation it is stated there shall be a three member Cannabis Control Commission established by September 1, 2017. He also stated that cities and towns cannot prohibit completely the use of marijuana, but can adopt reasonable zoning regulations, as to where they can and cannot be established. Councilor Linda M. Pereira stated that she would like to have Corporation Counsel and the Planning Board look at a possible zone for marijuana businesses. Councilor Joseph D. Camara left the meeting at 6:05 p.m.

Councilor Pam Laliberte-Lebeau stated that she had done some research and found that four companies have applied for licenses in Fall River. She also stated that 90% of cities and towns in the Commonwealth have established zoning ordinances for marijuana dispensaries and cultivation facilities. Councilor Stephen R. Long stated that these establishments could have a positive impact financially, but he doesn't want to be known as the grow capitol of the Southcoast. Corporation Counsel stated that the Attorney General would likely approve a moratorium for one year to allow research on the matter.

On a motion made by Councilor Linda M. Pereira and seconded by Councilor Pam Laliberte-Lebeau, it was unanimously voted to table both resolutions, with Councilor Joseph D. Camara absent and not voting.

6. Resolution – removal of city employees from boards and commissions  
Councilor Stephen R. Long asked if there are any boards or commissions that have city employees that are integral parts of the boards. Judge Macy responded that he believed there was. Councilor Linda M. Pereira stated that employees could participate, but not be voting members. On a motion made by Councilor Linda M. Pereira and seconded by Councilor Pam Laliberte-Lebeau, it was unanimously voted to recommend the resolution be adopted, as amended, with Councilor Joseph D. Camara absent and not voting. The amendment being that the phrase "when their terms expire" be inserted in the last paragraph, after "employees of the City of Fall River".

7. Resolution – investigate possibility of separating public cemeteries from the Board of Park Commissioners

Councilor Linda M. Pereira stated that she feels that the City should have a Cemetery Commission. Corporation Counsel stated that would require a home rule petition. On a motion made by Councilor Linda M. Pereira and seconded by Councilor Stephen R. Long, it was unanimously voted to recommend an order be adopted to instruct Corporation Counsel prepare a home rule petition to separate public cemeteries from the authority of the Board of Park Commissioners (copy of said order is attached hereto and made a part of these minutes), with Councilor Joseph D. Camara absent and not voting.

8. Communication – Mayor requesting establishment of Treasurer/Collector position  
The City Administrator distributed a chart with the proposed reorganization of the Treasurer/Collector's Office. She then stated that an ordinance would need to be created to proceed with the establishment of the Treasurer/Collector position. The salary would also need to be determined and possibly could be set as an up to dollar amount. She also stated that there is no one working as an assistant collector at this time. Councilor Stephen R. Long stated that he liked the proposed reorganization of the department, because there is middle management. On a motion made by Councilor Linda M. Pereira and seconded by Councilor Pam Laliberte-Lebeau it was unanimously voted to table the matter until such time that the proposed ordinance is submitted by the Administration, with Councilor Joseph D. Camara absent and not voting.

35

On a motion made by Councilor Linda M. Pereira and seconded by Councilor Stephen R. Long, it was unanimously voted to adjourn at 7:06 p.m.

List of documents and other exhibits used during the meeting:

Agenda packet (attached)

CD and DVD of meeting

Municipal Tobacco Control Technical Assistance Program information

Guidance for municipalities regarding the medical use of marijuana

Chart of reorganization of Treasurer and Collector offices

  
Cleen A. Taylor  
Clerk of Committees

## COMMITTEE ON PUBLIC WORKS AND TRANSPORTATION

MEETING: Tuesday, February 28, 2017 at 5:15 p.m.  
Council Chamber, One Government Center

PRESENT: Councilor Raymond A. Mitchell, presiding  
Councilors Steven A. Camara and Pam Laliberte-Lebeau

ABSENT: None

IN ATTENDANCE: James S. George, Permitting Manager  
Mobilitie, LLC, 116 John Street, Suite 210, Lowell, MA 01854  
C.J. Ferry, 300 Buffinton Street  
Robert Maynard, 394 Hancock Street  
Nellia Medeiros, 35 Caleb Street  
Sandra Ouellette, 55 Caleb Street  
Lucia Rego, 36 Caleb Street

The chairman called the meeting to order at 5:17 p.m. and announced that the meeting may be recorded with audio or video and transmitted through any medium.

Agenda:

Orders – To install backhaul transport equipment on new single utility pole locations with electricity connection for Mobilitie, LLC:

1. West of the intersection of Pleasant and Thirteenth Street on Pleasant Street
2. East of the intersection of Pleasant and Eighth Streets on Pleasant Street
3. Southwest of the intersection of Highland Avenue and Prospect Street on Highland Avenue
4. Southwest of the intersection of Prospect and Hanover Streets on Hanover Street
5. Northeast of the intersection of Bedford Street and Stonehaven Road on Stonehaven Road
6. Northwest of the intersection of North Main and Cherry Streets on Cherry Street
7. Southwest of the intersection of Seventeenth and Pleasant Streets on Seventeenth Street
8. East of the intersection of Pine and High Streets on Pine Street
9. Northeast of the intersection of Graham and Currant Roads on Graham Road
10. Northeast of the intersection of Rodman and Lonsdale Streets on Rodman Street
11. Northeast of the intersection of Dover and Snell Streets on Dover Street
12. South of the intersection of Elsbree and Montgomery Streets on Elsbree Street
13. Northeast of the intersection of Plymouth Avenue and Tecumseh Street on Plymouth Avenue
14. Northeast of the intersection of Orange and Pine Streets on Orange Street

On a motion made by Councilor Steven A. Camara and seconded by Councilor Pam Laliberte-Lebeau, it was unanimously voted to take item numbers 1 through 14 together and lift them from the table. James S. George, Permitting Manager for Mobilitie, LLC stated that he felt there were two options. Option number one would be for the poles to be 40 feet tall and make the poles from flush steel with lights that are similar to the street lights that you currently see in the City. Option number two would be to attach his equipment to current wood poles that are in the particular location that they proposed. He stated that this option was not attractive to him, but if it is the only way he is going to get something done in this City, then that is the option he will take. He also stated that his company is doing many projects with Mass DOT regarding traffic control. Councilor Steven A. Camara asked how much revenue these poles would generate. James S. George stated that he would rather not negotiate the right of way agreement into public record, but our number is somewhere between \$500 and \$750 dollars annually per

pole, so that amount multiplied by fourteen would be the revenue for the City of Fall River. Councilor Pam Laliberte-Lebeau stated that the City is working to beautify our neighborhoods with the Streetscape Projects and she doesn't see fourteen more poles being a beautification. On a motion made by Councilor Pam Laliberte-Lebeau and seconded by Councilor Steven A. Camara, it was unanimously voted to recommend the that orders #1 through #14 be granted leave to withdraw.

15. Order – curb removal – Robert Maynard, 394 Hancock Street – total of 44 feet at 394 Hancock Street Mr. Robert Maynard stated that he would like two additional driveway openings on the side of his property in order to park a camper in his backyard. He is requesting two driveway openings, each being sixteen feet to allow for a U shaped driveway. Councilor Steven A. Camara asked Mr. Maynard why he could not use his present driveway to drive the camper into the backyard. Mr. Maynard questioned, do you want me to go through my garage? Councilor Steven A. Camara stated that he did not want Mr. Maynard to drive through his garage and requested that Mr. Maynard not be smart about it. Councilor Pam Laliberte-Lebeau stated that she has visited the location and saw that Mr. Maynard put up signs on his fence that stated "No Parking". He also posted a copy of the application for the driveway opening, which was unsigned and she was unsure why he would post that. Mr. Maynard stated that Dennis Silvia instructed him to post the application. Nellia Medeiros of 35 Caleb Street stated that she is not opposed to one driveway opening, but is opposed to two driveway openings. Lucia Rego stated that she cannot understand how Mr. Maynard is going to get his camper in and out of the proposed driveway openings, due to Caleb Street being so narrow. Chairman Raymond A. Mitchell requested Mr. Maynard to come back to the table to discuss possible compromises. At that point, Mr. Maynard stated that he didn't want any driveway openings and stated that he would be back to get his \$125.00 back. On a motion made by Councilor Pam Laliberte-Lebeau and seconded by Councilor Steven A. Camara, it was unanimously voted to recommend that the order be granted leave to withdraw.

On a further motion made by Councilor Pam Laliberte-Lebeau and seconded by Councilor Steven A. Camara, it was unanimously voted to adjourn at 6:04 p.m.

List of documents and other exhibits used during the meeting:

Agenda packet (attached)  
CD and DVD of meeting  
Mobilite, LLC petitions and renderings  
Memo and email from Henry R. Vaillancourt, MD MPH  
Letter from Corporation Counsel

*Celeen A. Taylor*  
Clerk of Committees



Commonwealth of Massachusetts  
Executive Office of Energy & Environmental Affairs

38

## Department of Environmental Protection

Southeast Regional Office • 20 Riverside Drive, Lakeville MA 02347 • 508-946-2700

Charles D. Baker  
Governor

Karyn E. Polito  
Lieutenant Governor

Matthew A. Beaton  
Secretary

Martin Suuberg  
Commissioner

MAR 02 2017

TY CLERK  
FALL RIVER, MA

2017 MAR -7 A 11:55

RECEIVED

Bob Smith  
Harbormaster/Shellfish Constable  
Fall River Harbormaster Office  
Fall River Police Department  
P.O. Box 509  
Fall River, Massachusetts 02722-0509

RE: Emergency Authorization Pursuant to Waterways Regulations 310 CMR 9.20  
Floating Dock Extension – Bicentennial Park Boat Ramp – Brownell Street, Fall River

Dear Mr. Smith:

This is in response to your letter of February 27, 2017, wherein you requested on behalf of the Fall River Harbormaster Office approval pursuant to the Emergency Action provision of Waterways Regulation 310 CMR 9.20 to immediately add a floating dock extension to the existing floating docks. Your letter to Carlos T.B. Fragata of this office states that you are regularly having medical emergencies and boats taking on water (sinking) where you cannot bring them ashore immediately, because the dock is occupied by another boat, and that boat owner cannot be immediately located.

It is the Department's opinion that the frequent lack of berthing space during emergencies represents an immediate threat to public safety and the project involves adding three (3) 20'x6' floating docks to the existing facility supported by three (3) pilings. The City of Fall River Conservation Commission has issued an Emergency Certification under the Massachusetts Wetlands Protection Act.

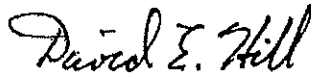
The Department has reviewed your proposal and finds that the present situation warrants the issuance of an Emergency Authorization. Therefore, in order to avoid or eliminate this threat to public safety, Emergency Authorization is hereby granted pursuant to 310 CMR 9.20 to the City of Fall River to add three pile supported docks to allow increased "stacking" area during on-water emergencies. Said work shall be in conformance with the location and details shown on the plan prepared by City of Fall River, titled "Bicentennial Park Boat Ramp, proposed addition to remedy emergency issue; add (3) 6'x 20' floats and (3) pilings to the end of existing dock."

Pursuant to the provisions of 310 CMR 9.20, the City of Fall River is required to submit a Chapter 91 License Application in accordance with 310 CMR 9.11 within 30 days of the date of the emergency approval. It should be noted that the Waterways Program reserves the right to modify or amend the project and its plans during the regulatory review and authorization process following the emergency action as a means of ensuring compliance with the provisions and procedures established in M.G.L. Chapter 91 and its regulations 310 CMR 9.00, and M.G.L. Chapter 21, Section 43.

This authorization does not relieve the Applicant of its obligation to obtain all other applicable Local, State and/or Federal authorizations prior to the commencement of the activity authorized herein. Furthermore, pursuant to 310 CMR 9.20(3), all work authorized herein shall be completed within 30 calendar days of the date of this authorization, unless a written extension is approved by the Department.

Should you have any questions concerning this matter, please feel free to contact Carlos T. B. Fragata at (508) 946-2873.

Sincerely,



David E. Hill  
Environmental Engineer  
Waterways Regulation Program

CF/bh

cc: Ben Lynch, Program Chief, Waterways Program, DEP-Boston  
Office of Coastal Zone Management  
USACOE, Regulatory Branch  
Fall River Conservation Commission  
City of Fall River - City Council  
File Copy

2/27/2017

City of Fall River  
Bicentennial Park Boat Ramp

Proposed addition to remedy emergency issue

Add (3) 6' x 20' floats and (3) pilings to the end of existing dock.

