

City of Fall River Massachusetts
Office of the City Clerk

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2020 FEB 24 P 4: 37

ORIGINAL POSTING: FEBRUARY 21, 2020 AT 4:34 P.M.

MEETINGS SCHEDULED
CITY COUNCIL CHAMBER, ONE GOVERNMENT CENTER

CITY CLERK _____
FALL RIVER, MA

ALISON M. BOUCHARD
CITY CLERK

TUESDAY, FEBRUARY 25, 2020
REVISED AGENDA

INÊS LEITE
ASSISTANT CITY CLERK

5:50 P.M. PUBLIC HEARINGS

1. Five Year Capital Improvement Plan

6:00 P.M. COMMITTEE ON FINANCE (OR IMMEDIATELY FOLLOWING THE PUBLIC HEARINGS IF THAT RUNS PAST 6:00 P.M.)

1. Citizen Input
2. *Five Year Capital Improvement Plan (referred 2-11-20)
3. *Five Year Financial Forecast (referred 2-11-20)
4. *Resolution – Police Details at Northeast Alternatives (adopted 1-28-20)

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 requesting confirmation of the following appointments:
 - a. Melissa Panchley to the Library Trustees
 - b. Joyce Coelho to the Library Trustees
 - c. Joseph Pereira to the Board of Appeals
 - d. Christopher M. Peckham to the Tax Increment Financing Board
 - e. Ann O'Neil-Souza to the Commission on Disability
 - f. Tammy Moutinho as Purchasing Agent
2. *Mayor requesting confirmation of the following reappointment:
 - a. David H. Saber to the Board of Appeals
3. *Mayor and proposed ordinance regarding solid waste

PRIORITY COMMUNICATIONS – None

COMMITTEE REPORTS – None

ORDINANCES – None

RESOLUTIONS

4. *Committee on Finance convene to discuss Emergency Medical Services Enterprise Fund
5. *Committee on Ordinances and Legislation convene to discuss ordinances relating to site plan review
6. *Designation of Veterans' Service Officer as contact and consultant for veteran's facilities, graves, monuments and memorials
7. *Drive-thru food establishments provide trash receptacles in drive-thru line

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

8. *Committee on Real Estate convene to discuss former Police Station property
9. *Committee on Health and Environmental Affairs convene to discuss strategies to decrease solid waste and recycling costs
10. *Committee on Finance convene to discuss a plan for downtown revitalization

CITATIONS – None

ORDERS – HEARINGS – None

ORDERS – MISCELLANEOUS

11. Police Chief's report on licenses:
2020 Taxicab Driver:
Simone Desnoyers

2020 Taxi Vehicles:
Town Transportation, LLC – three (3) Chevrolet Impalas
12. Auto Repair Shop License Renewals:
Rabih Khoury, R & B, Inc. d/b/a Warren Auto Repair located at 857 Warren Street
Antonio Pavao d/b/a Dave's Muffler Center, Inc. located at 697 Pleasant Street
Antonio DeCouto d/b/a Tony's Towing and Auto Repair located at 69 Maple Street

COMMUNICATIONS – INVITATIONS – PETITIONS

13. *Claims
14. Drainlayer License:
DaSilva Landscaping & Construction, LLC
15. Structure over a public way – Banners for the Lebanese Mahrajan Festival located at Bedford Street at the Central Fire Station and South Main Street at Center Place
16. *Massachusetts Department of Transportation response to safety concerns at the Intersection of William S. Canning Boulevard and Commonwealth Avenue

BULLETINS – NEWSLETTERS – NOTICES – None


City Clerk

ITEMS FILED AFTER THE AGENDA DEADLINE:
CITY COUNCIL MEETING DATE: FEBRUARY 25, 2020

PRIORITY MATTERS

- 2b. *Mayor and order confirming appointment and approving employment agreement of John D. Lynch to the position of Fire Chief

COMMITTEE REPORTS (to be acted upon if recommendations are received)

Committee on Finance:

- 3a. Five Year Capital Improvement Plan
3b. Five Year Financial Forecast

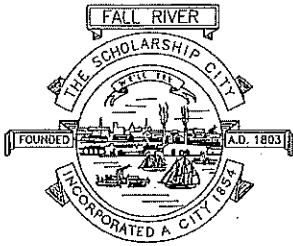
RESOLUTION

- 10a. *Committee on Ordinances and Legislation convene to discuss an abutters program for tax title properties

City of Fall River, *In City Council*

ORDERED, that the appointment by the Mayor of John D. Lynch as Fire Chief be and the same is hereby confirmed, and be it further

ORDERED, that the contract which is attached hereto and incorporated herein by reference, is hereby approved.



City of Fall River
Massachusetts
Office of the Mayor

PAUL E. COOGAN
Mayor

February 24, 2020

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

Dear Honorable Council and City Clerk Bouchard:

I hereby make the following appointment and hereby request City Council confirmation:

Name: John D. Lynch

Address: 612 South Main St. Apt 2S
Fall River, MA 02721

Position: Fire Chief

Effective date: 02/06/2020

Salary: \$ 158,444.20

Sincerely,

Paul E. Coogan
Mayor

CITY CLERK
FALL RIVER, MA

2020 FEB 24 P 3:40

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EMPLOYMENT AGREEMENT

This employment agreement is made by and between the City of Fall River, a municipal corporation, One Government Center, Fall River, Massachusetts 02722 (hereinafter called the "City") and John D. Lynch, (hereinafter referred to as "FIRE CHIEF").

In consideration of the mutual promises and agreements herein contained, the City hires and employs the FIRE CHIEF and the FIRE CHIEF agrees to work for and enter into the service of the City in accordance with the following terms hereby agreed upon.

DUTIES

The FIRE CHIEF shall be the head of the Fall River Fire, Emergency Management, and Emergency Medical Services (hereinafter referred to as the "Fire Department") and shall be responsible and accountable for the effective management and operation of said department in accordance with all applicable laws and collective bargaining agreements. The FIRE CHIEF shall act under the supervision and direction of the Mayor. The FIRE CHIEF shall have the authority necessary to effectively and efficiently operate the Fall River Fire Department and shall perform any and all duties as outlined, including, but not limited to, the following:

- A. Supervise the daily operations of the Fire Department;
- B. Supervise all Fire Department personnel;
- C. Prepare and submit the Fire Department budget;
- D. Submit reports to the Mayor either orally or in writing when requested or required in order to ensure the proper communication between the Mayor and the Fire Department.
- E. Assume responsibility for all Fire Department expenditures, as well as the receipt of funds and property in the custody of the Fire Department;
- F. Supervise and control all Fire Department equipment and motor vehicles belonging to or used by the Fire Department;
- G. Supervise and control all training programs for the Fire Department personnel and the assignment of personnel to such programs;
- H. Maintain the discipline of the Fire Department personnel; issue orders, rules, regulations, policies and procedures (hereinafter referred to as S.O.P's); and the assignment to tours, shifts and duties of all departmental personnel;
- I. Assume the responsibility for planning, organizing, directing, staffing and coordinating fire prevention and firefighting operations;
- J. Assume responsibility for communications with the public on matters related to fire safety, fire operations and department policy; and
- K. Discipline members of the Fire Department when necessary, including but not limited to, oral, written, suspension and termination of individual members in accordance with the applicable law.

PERFORMANCE

The FIRE CHIEF shall devote sufficient time, skill and attention to his employment as Fire Chief and shall perform his duties in an efficient, trustworthy, and professional manner, adhering strictly to the City policies, and shall at all times act in the best interest of the City. The FIRE CHIEF shall, without further compensation, devote such evening hours as are required for the proper performance of his duties, such as attendance at City Council meetings, board meetings and shall travel within and outside of the Commonwealth of Massachusetts for such periods of time as required by the Mayor; the expenses for such travel shall be paid by the City. It is recognized that the FIRE CHIEF must devote time outside of the Fire Department's normal office hours (Monday-Friday, 8:00 AM to 4:00 PM) to complete Fire Department business and respond to emergencies and, to that end, the FIRE CHIEF shall be allowed to take compensatory time off during said normal office hours at such times as to interfere least with the efficient operation of the Fire Department.

PERFORMANCE EVALUATION

The FIRE CHIEF'S performance shall be reviewed and evaluated in accordance with Chapter 31 of the General Laws of the Commonwealth of Massachusetts.

COMPENSATION AND BENEFITS

The City agrees to pay FIRE CHIEF an annual base salary of one hundred and fifty-eight thousand four hundred forty-four dollars and twenty cents. (\$158,444.20), payable at the same time and manner as other employees of the City of Fall River. The city agrees to increase the salary of the EMPLOYEE by 1.5 percent annually for the duration of this contract. Said increase shall be paid on January 1st. Said salary shall thereafter be adjusted with incremental raises or adjustments in the same amount and at the same time as other employees of the Fire Department, as covered under I.A.F.F. Local #1314 collective bargaining agreement.

The FIRE CHIEF shall be entitled to the following benefits:

- A. Health and Dental Insurance, as provided to other employees of the Fire Department;
- B. Retirement Benefits, as calculated and provided to other employees of the Fire Department;
- C. Life Insurance, as provided to other employees of the Fire Department;
- D. Voluntary Deferred Compensation, as offered to other employees of the Fire Department;
- E. Sick leave, personal days, sick leave incentive days, bereavement leave, as provided to other employees of the Fire Department;

F. Seven (7) weeks vacation will be earned during each calendar years of 2020 and 2021, and must be used by end of each calendar year with three (3) additional vacation days earned from January 1, 2022 through February 5, 2022. The time for such vacation in each year shall be reasonably approved by the Mayor after having considered the request of the FIRE CHIEF, but to interfere least with the efficient operation of the Fire Department.

AUTOMOBILE

The City shall provide a fire department vehicle, radio communication equipped, for use by the FIRE CHIEF in connection with the performance of his duties. All attendant operating and maintenance expenses and insurance shall be paid by the City. The parties acknowledge that the FIRE CHIEF frequently performs duties and responds to emergencies outside of normal office hours and therefore the FIRE CHIEF is authorized to use said vehicle at his discretion both during and outside of normal office hours.

TERM

This employment agreement shall be for the period of two (2) years commencing on February 6, 2020 to February 5, 2022. This Agreement shall remain in full force and effect until February 5, 2022, and shall further continue in effect from day to day thereafter until termination or a successor Agreement is duly executed by the parties.

TERMINATION

The termination of this Agreement shall be in accordance with the provisions of Chapter 31 of the General Laws of the Commonwealth of Massachusetts.

PROHIBITION OF POLITICAL ACIVITY

The FIRE CHIEF shall not engage in any political activity.

NON-ASSIGNMENT

The FIRE CHIEF shall not be allowed to assign this contract, nor any of the rights and duties herein, without the prior written consent of the City.

ENTIRE AGREEMENT/AMENDMENT

This instrument contains the entire agreement among the parties hereto with respect to the subject matter hereof and may be changed or modified only by written instruments duly executed by both parties. Upon commencement of this employment agreement, all prior agreements shall terminate, and said employment agreement shall control, bind and inure the parties hereto.

