



City of Fall River Massachusetts
Office of the City Clerk

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2021 APR -1 A 11:58

CITY CLERK _____
FALL RIVER, MA

ALISON M. BOUCHARD
CITY CLERK

INÊS LEITE
ASSISTANT CITY CLERK

MEETINGS SCHEDULED

TUESDAY, APRIL 6, 2021
CITY COUNCIL CHAMBER, ONE GOVERNMENT CENTER

AGENDA

5:15 P.M. CITY COUNCIL COMMITTEE ON ORDINANCES AND LEGISLATION MEETING

6:00 P.M. CITY COUNCIL COMMITTEE ON FINANCE MEETING (OR IMMEDIATELY FOLLOWING THE CITY COUNCIL COMMITTEE ON ORDINANCES AND LEGISLATION MEETING IF IT RUNS PAST 6:00 P.M.)

1. Citizen Input
Due to the COVID-19 Essential Services Advisory, citizen input can be submitted by email to city_council@fallriverma.org by Tuesday, April 6, 2021 at 3:00 p.m. to be read at the meeting.
2. Transfers and appropriations (see item #2 below)
3. *Committee on Finance convene with Administration to discuss improvements and repairs at city parks and baseball fields (adopted 3-9-21)
4. *Committee on Finance convene to discuss plans to improve our City parks and baseball fields (adopted 3-23-21)

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

PRIORITY MATTERS

1. *Mayor and loan order for Phase 21 Water Main Improvements Project
2. *Mayor and order appropriating \$1,738,680 as follows:
 - a. \$1,282,529 from the Health Insurance Appropriation to the School Appropriation
 - b. \$456,151 from the State and County Assessments to the School Appropriation
3. *Mayor and communication from BayCoast Bank regarding \$100,000 grant to conduct preliminary water quality data collection and analysis and updated survey
4. *Mayor and Memorandum of Agreement between Local 1314 International Association of Firefighters and City of Fall River
5. *Mayor and proposed Fiscal Year 2022 budgets for Water and Sewer Divisions
6. *Mayor and proposed ordinances for Fiscal Year 2022 water and sewer rates
7. *Mayor and resolution for Comm. Development Agency Year Two Annual Action Plan

PRIORITY COMMUNICATIONS

8. *Traffic Commission recommending amendments to 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

COMMITTEE REPORTS – None

ORDINANCES – None

RESOLUTIONS

9. *Committee on Public Safety convene with Administration and Fire Chief to establish a Capital Plan for fire station buildings
10. *Committee on Public Safety convene to discuss the excess speed of vehicles and public safety hazards on North Main Street

CITATIONS – None

ORDERS – HEARINGS – None

ORDERS – MISCELLANEOUS

11. Police Chief's Report on Licenses:

Taxicab Drivers:

Thomas Miranda Judy B. Palani Jeffrey A. Richard Jr.

2021 Second Hand License Renewals:

Pacheco's Furniture – 255 South Main Street
GameStop, Inc. d/b/a GameStop 6735 – 153 Mariano Bishop Boulevard
Aaron Tetrault, Spindle City Pawnbrokers, Inc. d/b/a Fall River Pawnbrokers –
1435 Pleasant Street and 364 South Main Street
Aaron Tetrault, Fall River Pawnbrokers, Inc. – 1475 South Main Street
St. Vincent de Paul Exchange Store, Inc. – 1799 Pleasant Street
Beverly Post d/b/a Anything – 1791 South Main Street

2021 Pawnbroker License Renewals:

Aaron Tetrault, Spindle City Pawnbrokers, Inc. d/b/a Fall River Pawnbrokers –
1435 Pleasant Street and 364 South Main Street
Aaron Tetrault, Fall River Pawnbrokers, Inc. – 1475 South Main Street

12. Auto Repair Shop License Renewals:

Timothy Cabral, Aberdeen Auto, LLC – 163-165 Aberdeen Street
Joseph Ruggerio, Sr., First Ford, Inc. – 292 William S. Canning Boulevard
Brian Vieira, Aime's Auto Repair, Inc. – 88 Earle Street

COMMUNICATIONS – INVITATIONS – PETITIONS

13. *Claims

14. Drainlayer Licenses:

- a. Narragansett Improvement Co.
- b. D.W. White Construction Co.
- c. Bristol Pacific Homes, Inc.
- d. Albert Moreira and Son
- e. MJD Excavating, Inc.
- f. Green Acres Landscape & Construction, Inc.
- g. LAL Construction Co.
- h. Joseph Botti Co., Inc.

15. *KP Law, P.C. invoice for professional services
16. *Assistant Corporation Counsel response to Open Meeting Law complaint filed by Patrick Higgins re: March 8, 2021 City Council Committee on Regulations Meeting
17. *City resident regarding taxicab service in the City of Fall River

City Council Meeting Minutes:

- 18. *Committee on Finance – February 23, 2021
- 19. *Regular City Council Meeting – February 23, 2021

BULLETINS – NEWSLETTERS – NOTICES – None


City Clerk

ITEMS FILED AFTER THE AGENDA DEADLINE:
CITY COUNCIL MEETING DATE: APRIL 6, 2021

OTHER POTENTIAL MATTERS (to be acted upon if recommendations are received)

COMMITTEE REPORTS

Committee on Ordinances and Legislation recommendation:

- 8a. Proposed Ordinance – Salary schedules

(Councilor Christopher M. Peckham)
(President Cliff Ponte)

WHEREAS, prior to the 9C cuts of 2008, the then Administration mandated that the Fall River Little League, Fall River Youth League and local Babe Ruth Baseball Leagues take over the financial responsibility of paying for and maintaining the lights at the baseball fields, and

WHEREAS, our children, parents, coaches and volunteers work tremendously hard to give our children the best experience possible during the baseball season, and

WHEREAS, it has always been challenging for these baseball leagues to raise enough funds in order to maintain the lighting as well as their normal expenses, now therefore

BE IT RESOLVED, that the Committee on Finance convene as soon as possible to discuss this matter, and the Administration be prepared to present what the costs would be to the City in order to take this burden away from the local non-profit baseball leagues starting this year.

In City Council, March 9, 2021
Adopted.

A true copy. Attest:

Alison M. Bouchard

City Clerk

(City Council)

WHEREAS, City parks are in need of repair, and

WHEREAS, baseball leagues are all independent and do fundraising on their own,
now therefore

BE IT RESOLVED, that the Administration prepare a presentation to address the needs
of City parks and the needs of leagues, and

BE IT FURTHER RESOLVED, that the Administration and Park Board be invited to a
future meeting of the Committee on Finance to present a plan to improve our City parks and
baseball fields.

In City Council, March 23, 2021
Adopted.

A true copy. Attest:

Alison M. Bouchard

City Clerk



City of Fall River
Massachusetts
Office of the Mayor

PAUL E. COOGAN
Mayor

March 26, 2021

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

Dear Councilors:

Attached please find the proposed Loan Order for the Phase 21 Water Main Improvements Project. If you have any questions or require further information, please contact Paul J. Ferland, Administrator of Community Utilities.

I respectfully request your approval for this loan order.

Respectfully,

Paul E. Coogan
Mayor

Attachment

CITY CLERK
FALL RIVER, MA

2021 MAR 29 P 2:20

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



PAUL E. COOGAN
Mayor

PAUL J. FERLAND
Administrator

March 26, 2021

The Honorable Paul E. Coogan
One Government Center
Fall River, MA 02722


RE: Phase 21
Loan Order

Dear Mayor Coogan:

It is respectfully requested that the attached loan order for the Phase 21 of the Water Systems Improvements Project be submitted to the City Council for review and approval. Approval is needed to comply with the state funding (SRF).

Please contact me if you need any further information.

Sincerely,


Paul J. Ferland, EIT
Adm. Community Utilities

PJF/omc
Attachment

City of Fall River, *In City Council*

LOAN ORDER (Water System Improvements)

ORDERED, that \$4,875,000 is appropriated for the purpose of financing construction and design of Phase 21 of the City's Water Project including without limitation all costs thereof as defined in Section 1 of Chapter 29C of the General Laws; and to meet this appropriation the Treasurer, with the approval of the Mayor, is authorized to borrow \$4,875,000 and to issue bonds or notes, therefore, under Chapter 44 of the General Laws and/or Chapter 29C of the General Laws or any other enabling authority; that such bonds or notes shall be general obligations of the City unless the Treasurer, with the approval of the Mayor, determines that they should be issued as limited obligations and may be secured by local system revenues as defined in Section 1 of Chapter 29C; that the Treasurer, with the approval of the Mayor, is authorized to borrow all or a portion of such amount from the Massachusetts Clean Water Trust ("Trust") established pursuant to Chapter 29C and in connection therewith to enter into a financing agreement and/or a security agreement with the Trust and otherwise to contract with the Trust and the Department of Environmental Protection ("Department") with respect to such loan and for any federal or state aid available for the project or for the financing thereof; and that the Mayor is authorized to enter into a project regulatory agreement with the Department, to expend all funds available for the project and to take any other action necessary or convenient to carry out the project.

FURTHER ORDERED, any premium received upon the sale of any bonds or notes approved by this vote less any such premium applied to the payment of the costs of issuance of such bonds or notes, may be applied to the payment of costs approved by this vote in accordance with Chapter 44, Section 20 of the General Laws, thereby reducing the amount authorized to be borrowed to pay such costs by a like amount.

FURTHER ORDERED, that the Treasurer is authorized to file an application with the appropriate officials of The Commonwealth of Massachusetts (the "Commonwealth") to qualify under Chapter 44A of the General Laws any and all bonds of the City to be issued pursuant to this Order, and to provide such information and execute such documents as such officials of the Commonwealth may require.

WATER SYSTEMS IMPROVEMENTS PROJECTS FINANCIAL SUMMARY

PHASE 21
FUND

Component	Vendor	Date	Function	Funding	Total Cost
CM Mains		2022	Construction Management		\$400,000.00
Main Replacement		2022	water main improvements/LSR		\$2,500,000.00
Police		2022	construction details		\$150,000.00
Contingency					\$125,000.00
PENDING SRF/MCWT Mains					\$3,175,000.00
Wilson Road Pump Station		2022			\$1,100,000.00
Contingency					\$50,000.00
PENDING SRF/MCWT Mains					\$1,150,000.00
Design Mains		2021	Design		\$250,000.00
Paving		2022	Paving		\$100,000.00
Contingency					\$200,000.00
SUB TOTAL OPEN MARKET					\$550,000.00
Total					\$4,875,000.00

notes:

EJC principal reduction:

FUNDING Authorization	DATE	AMOUNT
PHASE 21		
Loan Order		\$4,875,000.00
Total		\$4,875,000.00

FUNDING-Loans	DATE	AMOUNT
PHASE 21		
BAN		\$550,000.00
MCWT Pump Pending		\$3,175,000.00
MCWT Main Pending		\$ 1,150,000.00
Total		\$4,875,000.00

Estimates of Phase 21 Project Debt: water projects
 Loan Order= \$4,875,000

SRF Project Cost	\$4,325,000
Repayment Less 10% E/C reduction	\$3,892,500

Open Market Project Cost	\$550,000
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year	Phase 21-SRF-water projects		
	\$3,892,500		
	Principal	Interest	Annual P&I
1	\$194,625	\$77,850	\$272,475
2	\$194,625	\$73,958	\$268,583
3	\$194,625	\$70,065	\$264,690
4	\$194,625	\$66,173	\$260,798
5	\$194,625	\$62,280	\$256,905
6	\$194,625	\$58,388	\$253,013
7	\$194,625	\$54,495	\$249,120
8	\$194,625	\$50,603	\$245,228
9	\$194,625	\$46,710	\$241,335
10	\$194,625	\$42,818	\$237,443
11	\$194,625	\$38,925	\$233,550
12	\$194,625	\$35,033	\$229,658
13	\$194,625	\$31,140	\$225,765
14	\$194,625	\$27,248	\$221,873
15	\$194,625	\$23,355	\$217,980
16	\$194,625	\$19,463	\$214,088
17	\$194,625	\$15,570	\$210,195
18	\$194,625	\$11,678	\$206,303
19	\$194,625	\$7,785	\$202,410
20	\$194,625	\$3,893	\$198,518
TOTALS	\$3,892,500	\$817,425	\$4,709,925

Phase 21-Open Market		
\$550,000		
Principal	Interest	Annual P&I
\$27,500	\$16,500	\$44,000
\$27,500	\$15,675	\$43,175
\$27,500	\$14,850	\$42,350
\$27,500	\$14,025	\$41,525
\$27,500	\$13,200	\$40,700
\$27,500	\$12,375	\$39,875
\$27,500	\$11,550	\$39,050
\$27,500	\$10,725	\$38,225
\$27,500	\$9,900	\$37,400
\$27,500	\$9,075	\$36,575
\$27,500	\$8,250	\$35,750
\$27,500	\$7,425	\$34,925
\$27,500	\$6,600	\$34,100
\$27,500	\$5,775	\$33,275
\$27,500	\$4,950	\$32,450
\$27,500	\$4,125	\$31,625
\$27,500	\$3,300	\$30,800
\$27,500	\$2,475	\$29,975
\$27,500	\$1,650	\$29,150
\$27,500	\$825	\$28,325
\$550,000	\$173,250	\$723,250

Effect on the Water Rate	Estimate Start of Long Term Debt
\$0.10	2022
\$0.10	2023
\$0.10	2024
\$0.10	2025
\$0.10	2026
\$0.09	2027
\$0.09	2028
\$0.09	2029
\$0.09	2030
\$0.09	2031
\$0.09	2032
\$0.09	2033
\$0.08	2034
\$0.08	2035
\$0.08	2036
\$0.08	2037
\$0.08	2038
\$0.08	2039
\$0.07	2040
\$0.07	2041



PAUL E. COOGAN
Mayor

City of Fall River
Massachusetts
Office of the Mayor

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CITY CLERK _____
FALL RIVER, MA

March 30, 2021

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. \$1,282,529 That the sum of \$1,282,529 be, and the same is, hereby appropriated to the SCHOOL APPROPRIATION from the HEALTH INSURANCE APPROPRIATION.
2. \$456,151 That the sum of \$456,151 be, and the same is, hereby appropriated to the SCHOOL APPROPRIATION from the STATE AND COUNTY ASSESSMENTS

If you have any questions or concerns regarding this, please feel free to contact me.

Best Regards,

Paul E. Coogan
Mayor

City of Fall River, In City Council

2a+b

April 06, 2021

1

ORDERED:

**That the sum of \$1,738,680 be, and the same is, hereby appropriated to the
SCHOOL APPROPRIATION from:**

HEALTH INSURANCE APPROPRIATION

\$1,282,529

STATE AND COUNTY ASSESSMENTS

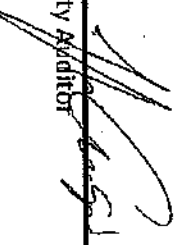
\$ 456,151

2a+b

FY21 Appropriation/Transfer Number Analysis

Line	Original/Revised Appropriation	Amount Transferred	Adjusted Balance
Health Insurance Appropriation	\$ 39,000,000.00	\$ (1,282,529.00)	37,717,471.00
State & County Assessments	\$ 29,477,999.00	\$ (456,151.00)	29,021,848.00
School Appropriation	\$ 114,789,675.00	\$ 1,738,680.00	116,528,355.00

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


Jennifer Argo, City Auditor
April 6, 2021

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FALL RIVER, MA



City of Fall River
Massachusetts
Office of the Mayor

3

PAUL E. COOGAN
Mayor

March 29, 2021

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

RECEIVED
2021 MAR 30 A 10:11
CITY CLERK
FALL RIVER, MA

Dear Council President and Members of the Honorable Council:

Attached please find for your consideration a letter from BayCoast Bank awarding the City of Fall River's Water Department a \$100,000.00 grant to conduct preliminary water quality data collection and analysis as well as an updated survey of the watershed to develop the necessary fact base on the identification of the pollutants, scope and source of their occurrence in the South Watuppa Pond as well as the realistic and cost effective remediation and ongoing management options.

Thank you for your consideration with this request.

Best Regards,

Paul E. Coogan
Mayor

PC/amos



PAUL E. COOGAN
Mayor

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



PAUL J. FERLAND
Administrator

March 26th, 2021

Honorable Mayor Paul E. Coogan
City of Fall River
One Government Center
Fall River, MA 02722

RE: BayCoast Bank Grant

Dear Mayor Coogan,

The grant that is being provided by BayCoast Bank is funding the Water Department has been looking to secure for a number of years. This grant, in the amount of \$100,000.00, will provide us the opportunity to move forward with the preliminary study that is needed to help identify the causes of pollutants in the South Watuppa Pond. The City has tried for a number of years to get all the communities with in the watershed to participate in this type of study because they all impact the water quality. We do not believe that it should entirely be the responsibility of Fall River Residents or rate payers to burden this cost.

This preliminary water quality study will be led by the Fall River Water Department. We will use the resources UMASS and other consultants as needed.

I would like to thank BayCoast Bank and Nick Christ for making these funds available to us. This will be the start to helping identify and, in the future, correct this issue.

Please contact me with any questions.

Respectfully,

Paul J. Ferland, EIT
Adm. Of Community Utilities

PJF/kng



3

March 23, 2021

Hon. Mayor Paul Coogan
City of Fall River
1 Government Center, 6th Floor
Fall River, MA 02722

Dear Mayor Coogan:

BayCoast Bank is committed to safeguarding the integrity of the South Watuppa Pond and feel that its restoration is critical to maintain and enhance the quality of life here in the SouthCoast region. We have brought together local city, town, and state officials along with experts in the field of water restoration and reclamation from UMASS Dartmouth to discuss the best way to address this important issue.

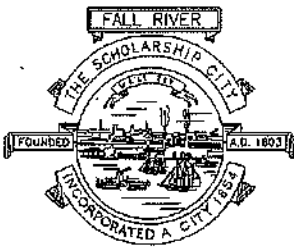
Through these discussions with key stakeholders, we have been able to come to some consensus on the necessary next steps to advance this effort. The group proposes to conduct preliminary water quality data collection and analysis as well as an updated survey of the watershed to develop the necessary fact base on the identification of the pollutants, scope and source of their occurrence in the South Watuppa Pond as well as the realistic and cost-effective remediation and ongoing management options.

As a principal funder of this important next step, BayCoast Bank, with your support and direction, would collaborate with the City of Fall River's Water Division for the benefit of all the watershed communities. We are prepared to award the city's Water Division a grant of \$100,000 to administer and make available to community partners this portion of the work described above. Payment of the grant would be made upon receipt of the necessary approvals from City Council and with the understanding that along with other consultants, UMass Dartmouth would be contracted to execute the research and analysis to the extent that they are capable.

We hope that you and members of the City Council see the importance of this project and its projected impact on Greater Fall River and the larger region. It is our belief that a comprehensive, effective, sustainable approach to water quality restoration in the South Watuppa Pond will have myriad positive environmental, social and financial impacts. Our goal is that our seed funding may be a catalyst for other funding sources to support the completion of work and that by working in collaboration with other municipalities we can restore the South Watuppa Pond to benefit future generations of Southcoast residents.

Sincerely,

Nicholas M Christ



PAUL E. COOGAN
Mayor

City of Fall River
Massachusetts
Office of the Mayor

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2021 MAR 31 P 12:56

CITY CLERK _____
FALL RIVER, MA

March 31, 2021

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

Dear Honorable Council Members:

Enclosed is a copy of the executed Memorandum of Agreement (MOA) and a copy of the contract ending June 30, 2019 with the Firefighters. The financial impact on the MOA is a retro amount of approximately \$227,634 for fiscal year ended June 30, 2020 and \$333,523 for fiscal year ending June 30, 2021 or \$561,157. The provision for the creditable service will have no effect on fiscal year ending June 30, 2021 and is estimated to be approximately \$40,000 for fiscal year ended June 30, 2022. This MOA will be for the two years ending June 30, 2021.

At this time, we will not be presenting a transfer to the fire salaries and wages appropriation, however, we may need to do so as we approach the year end.

Your approval of the MOA is respectfully requested.

Best Regards,

Paul E. Coogan
Paul E. Coogan
Mayor

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CITY CLERK
FALL RIVER, MA

**MEMORANDUM OF AGREEMENT
BETWEEN
THE CITY OF FALL RIVER
AND**

LOCAL 1314 INTERNATIONAL ASSOCIATION OF FIREFIGHTERS

Except as modified by the terms of this Memorandum of Agreement all terms and conditions of the predecessor agreement expiring June 30, 2019 shall remain in full force and effect throughout the duration of this agreement, July 1, 2019 to June 30, 2021.

1. Article 3, Section 1, Wages and Salary.

Effective July 1, 2019: 1.5% increase to the wage schedule
Effective July 1, 2020: 1.5% increase to the wage schedule

2. Article 3, Wages and Salary – Add at end of first paragraph:

Effective July 1, 2021, eligibility for all compensation levels (steps and years of service) shall be determined by creditable service as defined by General Laws, c. 32 and accepted by the Fall River Retirement Board.

Notice of all anticipated increases in credible service will be provided to the Fire Chief no later than April 1st prior to the start of the fiscal year.

Article 8: Recall to Duty, Section 2: Change the start of compensation time from “the time the multiple alarm is struck” to “from time of notification to the employee via Crew sense”.

3. Article 42, EMT Education Stipend: Amend to reflect as follows:

Firefighters hired after February 8, 2016, shall also now be required as a condition of employment to get and maintain an EMT-B certification.

This Agreement is subject to ratification by the Local 1314 Bargaining Unit and full funding by the City Council.

Signed and Agreed to this 26 day of March, 2021.

Local 1314, By:

Joelma Hatley
President, Local 1314

City of Fall River, By:

Paul E. Coogan
Mayor Paul Coogan

Paul Dur
Date: 3/26/21

Date: 3/26/21

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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, 2016, 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, 2019, 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, 2019, 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

1. For the period, July 1, 2016 to June 30, 2017, there shall be a 0 % across-the-board wage increase.
2. For the period, July 1, 2017 to June 30, 2018, there shall be a 2.0 % across-the-board wage increase

3. For the period, July 1, 2018 to June 30, 2019, there shall be a 2.0 % across-the-board wage increase
4. 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

1. 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.
2. 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 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 1st 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

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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 step 2, 3, 4, or 5, employment on April 1st 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.

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

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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. These hours shall be added to the current member totals for voluntary overtime whether the member accepts or refuses the slot change. This applies to full time officers being moved from their regular slot to pick up excess hours. Firefighters and Acting Officers who do not have a say in their movement between slots would not have the hours added to their voluntary totals. As per current practice the Department will continue to make every effort to keep excess hours for actors to a minimum.

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, 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.
- 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. Examples of voluntary overtime would include any 10 or 14 hour overtimes for manpower, any 4-hour overtime that is the result of being called in for manpower and

being sent home any Fire Prevention Bureau overtime that is voluntary or any voluntary Master Mechanic overtimes. Overtimes that would not be considered voluntary overtime would include specialized teams such as Honor Guard, Dive Team, Regional Hazmat Teams or Technical Rescue Teams. Holdovers from a late run at the end of a shift, court time, arson investigation, hazmat technician call ins, non-voluntary Fire Prevention Bureau overtime, non-voluntary Master Mechanic overtimes and recall for duty in accordance with Article 8 would also not be considered voluntary overtime

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 roster shall be in the order of least hours of overtime at the top of the roster. If there is a tie between members at the same total, seniority shall govern. A member being called for an overtime would be charged with the overtime hours for the following reasons: if the members accepts the overtime, if the member refuses the overtime, if the member cannot be reached at his home or cellphone number (if the cellphone has been provided by the member, also see exception in following section), if the member is on modified duty after being out sick or if the member is on leave of absence other than military leave or death leave.

A member would not be charged with the overtime hours for the following reasons: if a member is already working the shift for which the overtime is being called, if the member is on vacation, if the member is on death leave, if the member is on military leave, if the member is out Injured on Duty, if the member is on modified duty after being IOD or if the member returns the call for overtime within a five minute period from the time the overtime call is made and the overtime has already been given out.

The City shall provide the date, assignment, hours and total overtime hours for each overtime taken, on a bi weekly basis. 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 with the exception of being released in accordance with Article 7 section 6. Similar information shall be provided by the City or department regarding the accumulation of granting of compensatory time taken in lieu of overtime.

Additionally, the Union and the City agree to the following: If a member wishes to remove his name from the voluntary overtime list he/she may submit a form 13a to the Deputy of Operations. The members name will be highlighted in a different color to indicate to the callers his/her intention to not be called and accept the refusals.

Since specialized team overtime is exempt from voluntary totals, the Union requests periodic evaluations of these teams between the Union and Team Coordinators to review team membership. It is the Union's position that if members are just taking up space on a team and not participating on a regular basis they should be removed from said team and a new member is allowed on.

Also, it is the right of the FPB members to share in company overtimes if they are not receiving equal overtime. FPB members shall be required to train monthly on the SCBA which will be provided by the training division, in order for them to be prepared for overtimes in the company.

Section 3. 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 two (2) grace refusals 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 July 4th, 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 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 member's 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.

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- 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 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

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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 (30th) 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 ensure 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.

Section 6. 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 5 above, but ultimate decisions with respect to said detailing shall remain in the Chief's discretion.

Section 7. 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 8. 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 Year's 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 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: HEALTH INSURANCE

A. City and PEC are hereinafter collectively "Parties".

II. Purpose

The purpose of this memorandum is to specify and delineate the finalized understanding the City's Health Plan Design (hereinafter "HPD") between the City and the PEC, as duly ordained and authorized under section 21-23 of Massachusetts General Laws Chapter 32B. The parties to this memorandum

agree to participate in this new HPD.

III. Term of the Memorandum

The effective date of this memorandum shall be July 1, 2014. The terms of this plan shall remain in effect until June 30, 2018.

IV. 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 August 1, 2014, the cost sharing features of the non-Medicare health plans (Blue Cross Blue Shield Blue Care Elect, Blue Choice, and Network Blue New England) offered by the City shall be changed. Effective August 1, 2014 the City will offer two (2) non-Medicare Plans. These plans are Blue Care Elect Deductible Plan and HMO Blue New England Health Options v.4. Furthermore the City will continue being a self-insured plan with Blue Cross. Effective August 1, 2014 retirees enrolled in Medex will be enrolled in the Blue CareRX (PDP) plan. (See attachments A, B and C for Plan Designs).

V. 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.

VI. The City agrees that between August 1, 2014 and June 30, 2018 it will make no further changes to the HPD 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 HPD that it offers to its subscribers.

VII. The PEC signatories to this agreement attest to the fact that they are representative of their respective collective bargaining unit and deem all prerequisites to the execution of this agreement as deemed met.

VIII. 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 to the extent they exist. The Parties agree as follows:

- a. The City and the IAC/PEC have the option to put the health plans out to bid in any plan year. The City may not implement the GIC plans unless the GIC cost savings is greater than 7.5% and the City follows the legislative process outlined in MGL Chapter 32B, Sections 21-23. This does not preclude the City from entering into a contract with other insurance companies for equivalent health care plans if the competitive bid process generates rates less than the BCBS renewal;
- b. Due to significant cost reduction in premium costs, the City will no longer pay the \$26.88 subsidy currently paid to eligible retirees;
- c. **Effective August 1, 2014 the City shall implement the plan design changes set forth with Blue Cross Blue Shield of MA for active City employees and retirees. Active Employees and non-Medicare eligible employees will subscribe to the HMO Blue New England Health Options v.4. Employees who are currently enrolled in Blue Care Elect may choose to be grandfathered under the new Blue Care Elect Deductible Plan or enroll into the HMO Blue New England Health Options v. 4 plan. To be eligible to enroll in Blue Care Elect, any existing employee or newly hired employee and non-Medicare eligible retiree after 8/1/2014 must reside outside of the New England service area. Anyone currently enrolled in the Blue Care Elect Plan (PPO) will be grandfathered and can remain on the new PPO Deductible Plan regardless of their residency. Effective 8/1/14 active employees and non-Medicare eligible retirees must show proof of residency outside of New England to be eligible for Blue Care Elect Deductible Plan. (voter registration, tax return, utility bill, driver's license or other similar document). If you reside in the New England service area you must enroll in the HMO Blue New England Options v. 4 plan. Eligibility for the Blue Care Elect Deductible Plan extends to any subscriber that has a dependent residing outside New England.**
- d. Retirees enrolled in Medex will be enrolled in the BlueCareRx (PDP) plan with a prescription drug tier of 10/20/35 with two times for mail order. A new card will be issued for the prescriptions;
- e. The City will continue to provide Fall River Meds/CanaRx with the following contribution shares:
 - i. August 1, 2014 – July 31, 2015: zero (0) percent employer and one hundred (100) percent employee, paid out of the Employee Trust Fund (employer's share of seventy-five (75) percent of cost to be reimbursed in accordance with VIII f-i below); and
 - ii. July 31, 2015 – June 30, 2018: seventy-five (75) percent employer and twenty-five (25) percent employee.

f. The City shall provide mitigation as follows:

- i. On 8/1/2015, the City shall reimburse to the Employee Trust Fund, their portion of the cost (seventy-five (75) percent of the contribution share) of CanaRx for 8/1/2014 through 7/31/2015;
 - ii. On 7/1/2016 the City shall provide \$750,000 to the Employee Health Care Mitigation Fund;
 - iii. On 7/1/2017 the City shall also provide an additional \$750,000 to the Employee Health Care Mitigation Fund;
 - iv. Any balance left over in the Employee Health Care Mitigation Fund at the end of a fiscal year shall rollover to the next fiscal year;
 - v. The City's Insurance Advisory Committee ("IAC") shall determine how the Employee Health Care Mitigation Fund is used.
- g. Claims in any plan year shall be shared between the Employee Trust Fund and the Employer based on the current seventy-five (75) percent employer, twenty-five (25) percent employee split if the City terminates its self-insured plan and implements an insured plan;
- h. An audit of the City's Health Insurance Accounts may be performed by an accountant selected by the IAC. The cost of the audit will be paid in full from the Employee Trust Fund;
- i. The City will provide the monthly Employee Trust Fund account balance to the IAC and its designated consultant with all supporting documentation at the IAC's monthly meetings. The IAC will provide a detailed list of requested information in writing at a subsequent meeting;
- j. Blue Cross Blue Shield MA shall provide twenty-six (26) informational sessions to bargaining unit members and retirees;
- k. Should the IAC elect to establish a Healthcare Reimbursement Account (HRA) using funds from the Employee Health Care Mitigation Fund, the IAC and the City shall meet on or about January 1, 2016 to discuss each party's share of the administrative cost of the HRA.
- l. 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

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records, Employee Trust Fund Bank Statements, and all reconciled reports of the Employee Trust Fund will be submitted.

- m. The PEC/IAC may hire and assume the cost of its own Health Insurance Consultant to periodically analyze the City's health insurance plans.
- n. If the City and IAC mutually agree, in accordance with Article V of this Agreement, to employ the same Health Insurance Consultant, then the City and IAC shall be responsible for seventy-five percent (75%) and twenty-five percent (25%) of the cost respectively. Should the city and the IAC not agree then both parties will assume 100% of the cost for their respective consultants.

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.

Addendum
Memorandum of Understanding
Between
The City of Fall River and
Public Employee Committee

The City of Fall River and the Public Employee Committee (PEC) agree to amend the Memorandum of Understanding (MOU) between the parties dated June 30, 2014 through this Addendum, as follows:

In exchange for the PEC agreement to transfer eligible members currently residing in Massachusetts and Rhode Island, from the Blue Care Elect (PPO) plan to the Network Blue (HMO), effective July 1, 2017, the parties agree as follows:

1. Only non-Medicare eligible retirees, subscribers with or without dependents who reside outside of the area of Massachusetts and Rhode Island shall be allowed to enroll in the Blue Care Elect Plan. It is understood that this plan shall only be available to subscribers with or without dependents who reside outside of this area.
2. The term of the current MOU, Section III, shall be extended until June 30, 2021.
3. Section V of the MOU shall be amended by adding the following conditions:

The parties agree that if there is any change that imposes a substantial financial burden, exclusively or disproportionately, on the Employer or Employee Trust funds, or if any of the plans offered by the City during the life of the 2014-2021 PEC agreement are reasonably expected to result in the triggering of the excise tax, the Parties shall meet as soon as practicable and shall mutually agree to make acceptable changes to the then current plan design in order to avoid triggering the excise tax. Plan design changes shall be duly considered and negotiated in accordance with the process outlined in Chapter 32B sections 21-23.

4. The parties acknowledge that the use of mitigation funds shall be recommended by the IAC for approval by the PEC.

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

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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 employee's aunt/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.

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.

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.

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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 eight (8) tours of earned vacation leave after the completion of a calendar year of service in the Department. Where the previous years' 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.

Section 6. An employee who completes or will complete twenty-five 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-nine 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.

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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 1st 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.

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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 number 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.

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.

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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 tours 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.

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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.

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 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.

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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 another 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 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

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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 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 1st 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

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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)
- 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.

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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: 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.

Article 38: EDUCATIONAL INCENTIVE PAY

Section 1. Employees who received or will receive credits and/or degrees (Master's, Bachelor's or Associate's) in the areas of Emergency Management, Public Administration, 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 master's degree in Emergency Management, Public Administration, 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 1st 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 1st prior to the start of the fiscal year.

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 39: 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 40: 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 41: 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.

Article 42: EMT EDUCATION STIPEND

Effective July 1, 2017, members certified at any EMT level shall be paid an additional three hundred and fifty (\$350) 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 1st 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 (\$150). Members shall seek

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reimbursement for this recertification by submitting required documentation to the Director of EMS. Payment shall be due upon receipt of such documentation.

These payments shall begin in FY18

Article 43: 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

EMT Intermediate/Advanced- \$2,250

EMT Paramedic- \$3,000

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 1st of any fiscal year shall be entitled to a full payment of his stipend upon death or separation from service.

Article 44: SQUAD 11

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

A) The City agrees that it shall only staff squad with members if suppression manpower in the Fall River Fire 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.

B) The City agrees that it will not brownout a suppression apparatus in order to staff Squad.

C) 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.

D) The rotation of members working on Squad shall consist of the ten (10) most junior firefighters

E) Members shall not be allowed to work more than one (1) shift consecutively on Squad. (10 or 14 HR Shift)

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

G) Members, other than the most junior ten (10) and those in the pool as indicated above, shall not be forced to work on Squad. No one hired after February 8, 2016 will get to opt out of the squad pool.

H) 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.

Article 45: OPIATE AWARENESS AND TRAINING CERTIFICATION

Effective July 1, 2015, all members shall receive a one-time payment equal to \$375.00. The parties agree that this payment shall be paid to all members currently employed with the City as well as all members who were employed as of July 1, 2015 but subsequently retired.

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 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 1st of any fiscal year shall be entitled to a full payment of this stipend upon death or separation from service.

Article 46: 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 47: 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 48: 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 49: 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 50 : 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 51 : 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 52 : 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 53: 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.

4

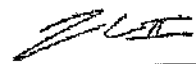
MEMORANDUM OF UNDERSTANDING
BETWEEN THE
CITY OF FALL RIVER
AND
FALL RIVER FIGHTERS
IAFF LOCAL 1314

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.

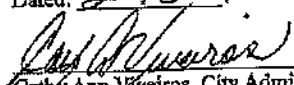
1. **New Stipend: Opiate Awareness and Training Certification.** Effective July 1, 2015, all members shall receive a one-time payment of \$375.00. The parties agree that this payment shall be made to all members employed with the City as of July 1, 2015, as well as all members who were employed as of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

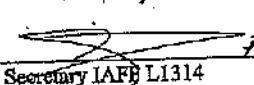
Payment will be made no later than the first City pay period in FY18.

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

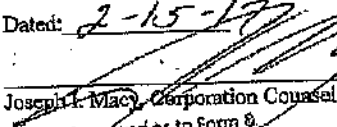
Dated: 2-15-17

Cathy Ann Viveiros, City Administrator

Dated: 2/15/17

Secretary IAFF L1314

Dated: 2-15-17

Madeline Coelho, Human Resources Director

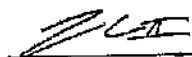
Dated: 2/15/17

Dated: 2-15-17

Joseph A. Macy, Corporation Counsel
Approved as to Form &
Manner of Execution

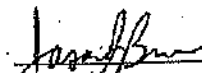
Dated: 2/15/17

IN WITNESS WHEREOF, the City of Fall River has caused this instrument to be signed and sealed with its corporate seal by its Mayor, Jasiel F. Correia II, 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.

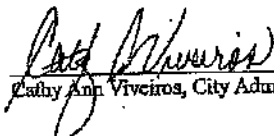
This agreement is subject to ratification by the Union and funding at the next City Council Meeting.


Jasiel F. Correia II, Mayor

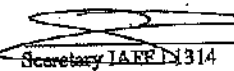
Dated: 2-15-17


President IAFF L1314

Dated: 2/15/17


Cathy Ann Viveiros, City Administrator

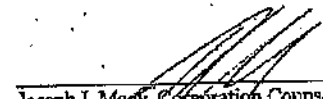
Dated: 2-15-17


Secretary IAFF L1314

Dated: 2/15/17


Madeline Cochran, Human Resources Director

Dated: 2-15-17


Joseph L. Macy, Corporation Counsel
Approved as to Form &
Bargaining Order
Dated: 2/15/17

Section 50-303

FirefightersBi-Weekly Rates

Term of Collective Bargaining Agreement July 1, 2016 to June 30, 2019

Firefighter-Step 1

	<u>Step 1</u>
7/1/2017	1,887.07
7/1/2018	1,924.81

Firefighter-Step 2

	<u>No Educ.</u>	<u>Associates</u>	<u>Bachelors</u>	<u>Masters</u>
7/1/2017	2,057.73	2,149.39	2,241.05	2,286.88
7/1/2018	2,098.89	2,192.37	2,285.87	2,332.61

Firefighter-Step 3

	<u>No Educ.</u>	<u>Associates</u>	<u>Bachelors</u>	<u>Masters</u>
7/1/2017	2,103.87	2,197.73	2,291.58	2,338.50
7/1/2018	2,145.94	2,241.68	2,337.41	2,385.27

Firefighter-Step 4

	<u>No Educ.</u>	<u>Associates</u>	<u>Bachelors</u>	<u>Masters</u>
7/1/2017	2,152.70	2,248.88	2,345.06	2,393.15
7/1/2018	2,195.76	2,293.86	2,391.96	2,441.01

Firefighter-Step 5

	<u>No Educ.</u>	<u>Associates</u>	<u>Bachelors</u>	<u>Masters</u>
7/1/2017	2,202.75	2,301.31	2,399.87	2,449.16
7/1/2018	2,246.80	2,347.34	2,447.87	2,498.14

Firefighter - 5 years service

	<u>No Educ.</u>	<u>Associates</u>	<u>Bachelors</u>	<u>Masters</u>
7/1/2017	2,232.93	2,331.49	2,430.05	2,479.34
7/1/2018	2,277.59	2,378.12	2,478.65	2,528.93

Firefighter - 10 years service

	<u>No Educ.</u>	<u>Associates</u>	<u>Bachelors</u>	<u>Masters</u>
7/1/2017	2,252.25	2,350.81	2,449.37	2,498.66
7/1/2018	2,297.30	2,397.83	2,498.36	2,548.63

Firefighter - 15 years service

	<u>No Educ.</u>	<u>Associates</u>	<u>Bachelors</u>	<u>Masters</u>
7/1/2017	2,273.71	2,372.28	2,470.84	2,520.12
7/1/2018	2,319.19	2,419.72	2,520.25	2,570.53

Firefighter - 20 years service

	<u>No Educ.</u>	<u>Associates</u>	<u>Bachelors</u>	<u>Masters</u>
7/1/2017	2,297.33	2,395.89	2,494.45	2,543.73
7/1/2018	2,343.28	2,443.81	2,544.34	2,594.60

Firefighter - 25 years service

	<u>No Educ.</u>	<u>Associates</u>	<u>Bachelors</u>	<u>Masters</u>
7/1/2017	2,508.93	2,615.38	2,721.82	2,775.05
7/1/2018	2,559.11	2,667.69	2,776.25	2,830.55

Firefighter - 29 years service

	<u>No Educ.</u>	<u>Associates</u>	<u>Bachelors</u>	<u>Masters</u>
7/1/2017	2,546.01	2,652.46	2,758.91	2,812.13
7/1/2018	2,596.93	2,705.51	2,814.09	2,868.37

District Aids - Step 1

	<u>Step 1</u>
7/1/2017	1,939.14
7/1/2018	1,977.92

	<u>No Educ.</u>	<u>Associates</u>	<u>Bachelors</u>	<u>Masters</u>
7/1/2017	2,111.07	2,202.74	2,294.39	2,340.22
7/1/2018	2,153.29	2,246.79	2,340.28	2,387.02

District Aids - Step 3

	<u>No Educ.</u>	<u>Associates</u>	<u>Bachelors</u>	<u>Masters</u>
7/1/2017	2,158.49	2,252.35	2,346.20	2,393.13
7/1/2018	2,201.66	2,297.40	2,393.13	2,440.99

District Aids - Step 4

	<u>No Educ.</u>	<u>Associates</u>	<u>Bachelors</u>	<u>Masters</u>
7/1/2017	2,208.68	2,304.86	2,401.04	2,449.12
7/1/2018	2,252.85	2,350.95	2,449.06	2,498.11

District Aids - Step 5

	<u>No Educ.</u>	<u>Associates</u>	<u>Bachelors</u>	<u>Masters</u>
7/1/2017	2,260.12	2,358.68	2,457.24	2,506.52
7/1/2018	2,305.32	2,405.85	2,506.39	2,556.65

District Aids - 5 years service

	<u>No Educ.</u>	<u>Associates</u>	<u>Bachelors</u>	<u>Masters</u>
7/1/2017	2,290.30	2,388.86	2,487.42	2,536.70
7/1/2018	2,336.11	2,436.64	2,537.17	2,587.43

District Aids - 10 years service

	<u>No Educ.</u>	<u>Associates</u>	<u>Bachelors</u>	<u>Masters</u>
7/1/2017	2,309.61	2,408.17	2,506.73	2,556.02
7/1/2018	2,355.80	2,456.34	2,556.87	2,607.14

District Aids - 15 years service

	<u>No Educ.</u>	<u>Associates</u>	<u>Bachelors</u>	<u>Masters</u>
7/1/2017	2,331.07	2,429.64	2,528.20	2,577.48
7/1/2018	2,377.70	2,478.23	2,578.76	2,629.03

District Aids - 20 years service

	<u>No Educ.</u>	<u>Associates</u>	<u>Bachelors</u>	<u>Masters</u>
7/1/2017	2,354.69	2,453.25	2,551.81	2,601.09
7/1/2018	2,401.78	2,502.32	2,602.85	2,653.11

District Aids - 25 years service

	<u>No Educ.</u>	<u>Associates</u>	<u>Bachelors</u>	<u>Masters</u>
7/1/2017	2,570.88	2,677.33	2,783.78	2,837.00
7/1/2018	2,622.30	2,730.88	2,839.46	2,893.74

District Aids - 29 years service

	<u>No Educ.</u>	<u>Associates</u>	<u>Bachelors</u>	<u>Masters</u>
7/1/2017	2,607.97	2,714.41	2,820.86	2,874.09
7/1/2018	2,660.13	2,768.70	2,877.28	2,931.57

Lieutenant - 5 years service

	<u>No Educ.</u>	<u>Associates</u>	<u>Bachelors</u>	<u>Masters</u>
7/1/2017	2,543.40	2,656.75	2,770.09	2,826.77
7/1/2018	2,594.27	2,709.88	2,825.50	2,883.31

4

Lieutenant - 10 years service

	<u>No Educ.</u>	<u>Associates</u>	<u>Bachelors</u>	<u>Masters</u>
7/1/2017	2,562.72	2,676.07	2,789.42	2,846.08
7/1/2018	2,613.98	2,729.59	2,845.20	2,903.00

Lieutenant - 15 years service

	<u>No Educ.</u>	<u>Associates</u>	<u>Bachelors</u>	<u>Masters</u>
7/1/2017	2,584.18	2,697.53	2,810.88	2,867.55
7/1/2018	2,635.87	2,751.48	2,867.10	2,924.90

Lieutenant - 20 years service

	<u>No Educ.</u>	<u>Associates</u>	<u>Bachelors</u>	<u>Masters</u>
7/1/2017	2,607.79	2,721.14	2,834.48	2,891.16
7/1/2018	2,659.95	2,775.56	2,891.17	2,948.99

Lieutenant - 25 years service

	<u>No Educ.</u>	<u>Associates</u>	<u>Bachelors</u>	<u>Masters</u>
7/1/2017	2,844.24	2,966.65	3,089.07	3,150.27
7/1/2018	2,901.12	3,025.98	3,150.85	3,213.28

Lieutenant - 29 years service

	<u>No Educ.</u>	<u>Associates</u>	<u>Bachelors</u>	<u>Masters</u>
7/1/2017	2,881.32	3,003.74	3,126.15	3,187.35
7/1/2018	2,938.95	3,063.82	3,188.67	3,251.10

Captain - 5 years service

	<u>No Educ.</u>	<u>Associates</u>	<u>Bachelors</u>	<u>Masters</u>
7/1/2017	2,900.47	3,030.82	3,161.17	3,226.35
7/1/2018	2,958.48	3,091.43	3,224.39	3,290.87

4

Captain - 10 years service

	<u>No Educ.</u>	<u>Associates</u>	<u>Bachelors</u>	<u>Masters</u>
7/1/2017	2,919.79	3,050.14	3,180.49	3,245.66
7/1/2018	2,978.18	3,111.14	3,244.10	3,310.57

Captain - 15 years service

	<u>No Educ.</u>	<u>Associates</u>	<u>Bachelors</u>	<u>Masters</u>
7/1/2017	2,941.25	3,071.60	3,201.95	3,267.12
7/1/2018	3,000.08	3,133.03	3,265.99	3,332.46

Captain - 20 years service

	<u>No Educ.</u>	<u>Associates</u>	<u>Bachelors</u>	<u>Masters</u>
7/1/2017	2,964.86	3,095.21	3,225.56	3,290.74
7/1/2018	3,024.15	3,157.11	3,290.07	3,356.55

Captain - 25 years service

	<u>No Educ.</u>	<u>Associates</u>	<u>Bachelors</u>	<u>Masters</u>
7/1/2017	3,229.86	3,370.64	3,511.42	3,581.81
7/1/2018	3,294.46	3,438.05	3,581.65	3,653.45

Captain - 29 years service

	<u>No Educ.</u>	<u>Associates</u>	<u>Bachelors</u>	<u>Masters</u>
7/1/2017	3,266.95	3,407.73	3,548.51	3,618.90
7/1/2018	3,332.29	3,475.89	3,619.48	3,691.28

District Chief - 5 years service

	<u>No Educ.</u>	<u>Associates</u>	<u>Bachelors</u>	<u>Masters</u>
7/1/2017	3,311.06	3,460.96	3,610.86	3,685.82
7/1/2018	3,377.28	3,530.18	3,683.08	3,759.54

4

District Chief - 10 years service

	<u>No Educ.</u>	<u>Associates</u>	<u>Bachelors</u>	<u>Masters</u>
7/1/2017	3,330.38	3,480.28	3,630.19	3,705.13
7/1/2018	3,396.99	3,549.89	3,702.79	3,779.23

District Chief - 15 years service

	<u>No Educ.</u>	<u>Associates</u>	<u>Bachelors</u>	<u>Masters</u>
7/1/2017	3,351.82	3,501.75	3,651.65	3,726.59
7/1/2018	3,418.86	3,571.78	3,724.68	3,801.13

District Chief - 20 years service

	<u>No Educ.</u>	<u>Associates</u>	<u>Bachelors</u>	<u>Masters</u>
7/1/2017	3,375.45	3,525.35	3,675.25	3,750.21
7/1/2018	3,442.96	3,595.86	3,748.76	3,825.21

District Chief - 25 years service

	<u>No Educ.</u>	<u>Associates</u>	<u>Bachelors</u>	<u>Masters</u>
7/1/2017	3,673.31	3,835.20	3,997.09	4,078.04
7/1/2018	3,746.78	3,911.90	4,077.04	4,159.60

District Chief - 29 years service

	<u>No Educ.</u>	<u>Associates</u>	<u>Bachelors</u>	<u>Masters</u>
7/1/2017	3,710.39	3,872.29	4,034.19	4,115.13
7/1/2018	3,784.60	3,949.74	4,114.87	4,197.43

Deputy Chief - 10 years service

	<u>No Educ.</u>	<u>Associates</u>	<u>Bachelors</u>	<u>Masters</u>
7/1/2017	3,991.46	4,172.83	4,354.21	4,444.91
7/1/2018	4,071.29	4,256.29	4,441.30	4,533.81

4

Deputy Chief - 15 years service

	<u>No Educ.</u>	<u>Associates</u>	<u>Bachelors</u>	<u>Masters</u>
7/1/2017	4,012.92	4,194.31	4,375.68	4,466.37
7/1/2018	4,093.18	4,278.19	4,463.19	4,555.70

Deputy Chief - 20 years service

	<u>No Educ.</u>	<u>Associates</u>	<u>Bachelors</u>	<u>Masters</u>
7/1/2017	4,036.53	4,217.91	4,399.29	4,489.98
7/1/2018	4,117.26	4,302.27	4,487.28	4,579.78

Deputy Chief - 25 years service

	<u>No Educ.</u>	<u>Associates</u>	<u>Bachelors</u>	<u>Masters</u>
7/1/2017	4,387.27	4,583.16	4,779.05	4,877.00
7/1/2018	4,475.01	4,674.82	4,874.63	4,974.54

Deputy Chief - 29 years service

	<u>No Educ.</u>	<u>Associates</u>	<u>Bachelors</u>	<u>Masters</u>
7/1/2017	4,424.36	4,620.24	4,816.14	4,914.08
7/1/2018	4,512.85	4,712.65	4,912.46	5,012.36

Senior Deputy Chief - 10 years service

	<u>No Educ.</u>	<u>Associates</u>	<u>Bachelors</u>	<u>Masters</u>
7/1/2017	4,098.77	4,280.16	4,461.54	4,552.23
7/1/2018	4,180.75	4,365.76	4,550.77	4,643.27

Senior Deputy Chief - 15 years service

	<u>No Educ.</u>	<u>Associates</u>	<u>Bachelors</u>	<u>Masters</u>
7/1/2017	4,120.24	4,301.62	4,483.00	4,573.69
7/1/2018	4,202.64	4,387.65	4,572.67	4,665.17

Senior Deputy Chief - 20 years service

	<u>No Educ.</u>	<u>Associates</u>	<u>Bachelors</u>	<u>Masters</u>
7/1/2017	4,143.85	4,325.24	4,506.61	4,597.31
7/1/2018	4,226.73	4,411.74	4,596.74	4,689.25

Senior Deputy Chief - 25 years service

	<u>No Educ.</u>	<u>Associates</u>	<u>Bachelors</u>	<u>Masters</u>
7/1/2017	4,503.17	4,699.07	4,894.96	4,992.91
7/1/2018	4,593.24	4,793.05	4,992.86	5,092.76

Senior Deputy Chief - 29 years service

	<u>No Educ.</u>	<u>Associates</u>	<u>Bachelors</u>	<u>Masters</u>
7/1/2017	4,540.27	4,736.16	4,932.05	5,029.99
7/1/2018	4,631.07	4,830.88	5,030.69	5,130.59



City of Fall River
Massachusetts
Office of the Mayor

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RECEIVED

2021 MAR 31 P 12:29

CITY CLERK _____
FALL RIVER, MA

PAUL E. COOGAN
Mayor

March 26, 2021

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

RE: FY22 Budget Submission
Water and Sewer Divisions

Dear Honorable Councilors:

Please find enclosed the proposed FY22 budgets for the Water and Sewer Divisions. This submittal meets the requirements of Ordinance Section 2-183 that requires that Enterprise Fund proposed budgets be submitted to the City Council by April 1st.

Sincerely,

Paul E. Coogan
Mayor



PAUL E. COOGAN
Mayor

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



PAUL J. FERLAND
Administrator

March 26, 2021

The Honorable Paul E. Coogan
One Government Center
Fall River, MA 02722

RE: FY22 Budget and Rates Submission
Sewer and Water Divisions

Dear Mayor Coogan:

Please find enclosed the documents for the above referenced submittal. This submittal meets the requirements of M.G.L. Chapter 44, Section 53F ½ for submittal of Enterprise fund budgets 120 days prior to the beginning of the fiscal year. Further, Ordinance Sections 2-183 and 2-184 require that Enterprise Fund Budgets be submitted to the City Council by April 1, and rate proposals by May 1. Both the budget and rates proposals are included.

The proposed modification to the rate ordinance is attached.

Sincerely,

Paul J. Ferland, EIT
Adm. of Community Utilities

Attachment

RECEIVED
2021 MAR 29 P 2:20
CITY CLERK
FALL RIVER, MA

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The City of FALL RIVER - COMMUNITY UTILITIES FY 2022 Proposed Budget SEWER DIVISION: 2-4-21	FY2020 Actuals	FY2021 Budget	FY2022 Proposed Budget
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64400000 SEWER FUND REVENUE	FY20 Actuals	FY21 Budget	FY22 Proposed
64400000 414200 TAX LIENS REDEEMED	\$139,127.83	\$200,000	\$200,000
64400000 417150 SEPTAGE INTEREST REVENUE	\$50.40	\$600	\$600
64400000 417300 INTEREST & PENALTY TAX LIEN	\$42,452.08	\$70,000	\$70,000
64400000 417420 INT & PENALTY SEWER	\$115,949.13	\$120,000	\$120,000
64400000 417600 INT & PEN ON UTILITY LIENS	\$10,421.80	\$20,000	\$20,000
64400000 417760 SEWER DEMANDS	\$54,586.13	\$55,000	\$55,000
64400000 417765 SEWER FINAL DEMAND	\$10.00	\$30	\$30
64400000 421000 SEWER USAGE CHARGES	\$14,120,440.53	\$14,751,809	\$15,041,176
64400000 421500 STORMWATER FEE/CHARGE	\$6,202,081.79	\$6,376,342	\$6,515,222
64400000 422100 SEPTAGE REVENUE	\$302,659.11	\$250,000	\$350,000
64400000 428080 UTILITY LIENS REDEEMED			
64400000 428013 UTILITY LIENS REDEEMED 13			
64400000 428014 UTILITY LIENS REDEEMED 14			
64400000 428015 UTILITY LIENS REDEEMED 15			
64400000 428016 UTILITY LIENS REDEEMED 2016			
64400000 428017 UTILITY LIENS REDEEMED 2017			
64400000 428018 UTILITY LIENS REDEEMED 2018	\$13,257.78		
64400000 428019 UTILITY LIENS REDEEMED 2019	\$70,099.70		
64400000 428020 UTILITY LIENS REDEEMED 2020	\$1,123,520.25	\$1,200,000	\$1,200,000
64400000 428021 UTILITY LIENS REDEEMED 2020			
64400000 439900 OTHER REVENUE	\$674,435.99	\$600,000	\$700,000
64400000 442900 PERMIT FEE-SEWER	\$33,669.00	\$89,000	\$89,000
64400000 499300 OFS FREE CASH SURPLUS REVENUE	\$0.00	\$643,220	\$1,939,297
64400000 499900 OTHER FINANCING SOURCES	\$0.00	\$0	\$0
TOTAL SEWER FUND REVENUE	\$22,902,761.52	\$24,376,001	\$26,300,325

6000 SEWER FUND EXPENSES	FY20 Actuals	FY21 Budget	FY22 Proposed
64400005 SEWER TREATMENT PLANT OTHER			
64400005 596100 TRANSFERS TO GENERAL FUND	\$1,487,406	\$1,485,000	\$1,485,000
64400005 596500 TRANSFERS TO STABILIZATION	\$100,000	\$100,000	\$100,000
64400005 596600 TRANSFERS TO TRUST & AGENCY	\$82,580	\$0	\$0
64400005 596800 TRANSFER GF - HEALTH	\$93,214	\$95,000	\$95,000
64400005 596900 TRANSFER GF PENSIONS	\$89,380	\$90,000	\$90,000
TOTAL SEWER TREATMENT PLANT OTHER	\$1,852,580	\$1,770,000	\$1,770,000

64407191 SEWER PLANT & PROG SALARIES	FY20 Actuals	FY21 Budget	FY22 Proposed
64407191 511000 SALARIES & WAGES - PERMANENT	\$366,972.54	\$381,645	\$480,991
64407191 511115 LONGEVITY	\$3,000.00	\$3,200	\$3,200
64407191 513000 OVERTIME	\$0.00	\$0	\$0
64407191 516900 RETIREMENT BUYOUTS	\$0.00	\$0	\$0
64407191 517900 MEDICARE MATCH	\$5,799.41	\$7,200	\$7,200
64407191 519300 UNIFORM ALLOWANCE	\$1,800.00	\$1,200	\$2,400
64407191 519400 OTHER STIPENDS	\$4,000.00	\$4,000	\$4,000
64407191 519700 AUTOMOBILE ALLOWANCE	\$0.00	\$0	\$0
64407191 519900 OTHER PERSONNEL COSTS	\$98,040.47	\$128,274	\$36,584
TOTAL SEWER PLANT & PROG SALARIES	\$479,612.42	\$525,519	\$534,375

64407192 SEWER TREATMENT PLANT EXPENSES	FY20 Actuals	FY21 Budget	FY22 Proposed
64407192 525000 OFF EQUIP/FURN MAINTENANCE	\$1,033.85	\$1,000	\$1,000
64407192 530100 MEDICAL AND DENTAL	\$0.00	\$130	\$130
64407192 530600 ADVERTISING	\$2,007.88	\$2,000	\$2,000

64407192	531000	ENGINEERING/ARCHITECTURE SERVI	\$20,785.00	\$40,000	\$20,000
64407192	531200	OTHER PROFESSIONAL	\$0.00	\$0	\$0
64407192	534100	TELEPHONE	\$12,026.48	\$19,000	\$19,000
64407192	538400	COMPUTER SERVICES	\$527.00	\$500	\$500
64407192	551100	EDUCATIONAL SUPPLIES	\$2,610.98	\$3,000	\$3,000
64407192	553800	METER PARTS/P.W. & UTILITIES S	\$17,096.78	\$80,000	\$85,000
64407192	558600	OTHER SUPPLIES	\$703.50	\$400	\$400
64407192	570100	WATER/SEWER CSO CHARGE	\$119,181.21	\$104,000	\$140,000
64407192	571000	IN STATE TRAVEL	\$331.42	\$500	\$500
64407192	573100	DUES & MEMBERSHIPS	\$645.00	\$500	\$500
64407192	573200	SUBSCRIPTIONS	\$0.00	\$0	\$0
64407192	578100	CLAIMS & DAMAGES	\$0.00	\$500	\$500
TOTAL SEWER TREATMENT PLANT EXPENSES			\$176,949.10	\$251,530	\$252,530

64407202 SEWER TREATMENT PLANT EXPENSES			FY20 Actuals	FY21 Budget	FY22 Proposed
64407202	521100	ELECTRICITY	\$1,493,238.32	\$1,600,000	\$1,550,000
64407202	521101	ELECTRIC NMC UXBRIDGE SOLAR	\$71,426.63	\$0	\$0
64407202	521500	NATURAL GAS FOR HEAT	\$78,105.83	\$70,000	\$70,000
64407202	528100	OTHER RENTALS & LEASES	\$5,858.14	\$14,400	\$14,400
64407202	531200	OTHER PROFESSIONAL SERVICES	\$6,509,029.12	\$6,885,782	\$7,164,912
64407202	534300	POSTAGE	\$43,664.38	\$28,000	\$34,000
64407202	538500	OTHER PURCHASED SERVICES	\$2,313,390.14	\$2,463,000	\$2,470,857
64407202	554200	CHEMICALS	\$357,718.36	\$496,542	\$488,685
64407202	573400	CONFERENCES	\$948.11	\$1,000	\$1,000
64407202	574400	MOTOR VEHICLE INSURANCE	\$25,387.00	\$26,000	\$26,000
TOTAL SEWER TREATMENT PLANT EXPENSES			\$10,898,766.03	\$11,584,724	\$11,819,854

64407204 SEWER TREATMENT PLANT CAPITAL			FY20 Actuals	FY21 Budget	FY22 Proposed
64407204	584900	OTHER IMPROVEMENTS	\$8,160.74	\$80,000	\$80,000
TOTAL SEWER TREATMENT PLANT CAPITAL			\$8,160.74	\$80,000	\$80,000

64409905 STORM WATER DEBT SERVICE			FY20 Actuals	FY21 Budget	FY22 Proposed
64409905	591000	MAT PRIN ON LONG TERM DEBT	\$5,916,612.17	\$6,516,733	\$7,905,732
64409905	591500	INTEREST ON LONG TERM DEBT	\$2,631,646.49	\$2,831,134	\$3,180,797
64409905	592500	INTEREST ON NOTES	\$302,332.22	\$452,000	\$358,645
64409905	594000	DEBT ADMINISTRATIVE COSTS	\$161,883.79	\$188,640	\$207,839
64409905	594100	DEBT ORIGATION FEES	\$0.00	\$174,308	\$190,553
64409905	599996	OFU-TFR-CAP PR	\$22,077.00	\$0	
TOTAL STORM WATER DEBT SERVICE			\$9,034,551.67	\$10,162,815	\$11,843,566

	FY20 Actuals	FY21 Budget	FY22 Proposed
TOTAL REVENUES	\$22,902,761.52	\$24,376,001	\$26,300,325
TOTAL EXPENSES	\$22,450,619.92	\$24,374,588	\$26,300,325

delta	\$452,141.60	\$1,413	\$0
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rates			
sewer per ccf	\$5.48	\$5.59	\$5.66
stormwater per ERU/quarter	\$44.00	\$46.00	\$47.00

Annual Impact on Average Family at 109 GPD.			
FY21 cost for sewer/stormwater at 109 GPD			\$480.27
FY22 cost for sewer/stormwater at 109 GPD			\$487.98
delta: increase from fy21 to fy22 per family at 109 GPD			\$7.71

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FY 22 PROPOSED COMMUNITY UTILITIES BUDGET					FY20 Actual	FY21 Budget	FY22 Proposed Budget
WATER DIVISION							
REVENUE							
645000000	414200	TAX LIENS REDEEMED			81,667.69	\$100,000.00	\$100,000.00
645000000	417300	INTEREST & PENALTY TAX LIEN			20,903.66	\$40,000.00	\$40,000.00
645000000	417310	INT & PEN ON UTILITY WATER			66,917.11	\$65,000.00	\$65,000.00
645000000	417600	INT & PEN ON UTILITY LIENS			4,716.90	\$6,000.00	\$6,000.00
645000000	417761	WATER DEMANDS			53,530.95	\$50,000.00	\$50,000.00
645000000	417765	WATER FINAL DEMAND			10.00	\$20.00	\$20.00
645000000	418000	WATER OVERSHORT			0.17		
645000000	421000	WATER USAGE CHARGES			9,379,127.27	\$10,851,324	\$10,986,091
645000000	422000	OTHER WATER CHARGES			182,031.79	\$215,000.00	\$215,000.00
645000000	427000	BASE METER FEE			1,237,515.22	\$1,268,771.00	\$1,279,270.00
645000000	427100	LUMBER REVENUE			715.00	\$900.00	\$900.00
645000000	427200	TOWER RENTAL			141,628.50	\$185,000.00	\$185,000.00
645000000	427300	BULK SALES			37,386.34	\$70,000.00	\$70,000.00
645000000	427400	APPLICATIONS AND TESTING			2,400.00	\$6,500.00	\$6,500.00
645000000	428000	UTILITY LIENS REDEEMED				\$0.00	\$0.00
645000000	428014	UTILITY LIENS REDEEMED 2014				\$0.00	\$0.00
645000000	428015	UTILITY LIENS REDEEMED 2015				\$0.00	\$0.00
645000000	428016	UTILITY LIENS REDEEMED 2016				\$0.00	\$0.00
645000000	428017	UTILITY LIENS REDEEMED 2017				\$0.00	\$0.00
645000000	428018	UTILITY LIENS REDEEMED 2018			290.77	\$0.00	\$0.00
645000000	428019	UTILITY LIENS REDEEMED 2019			25,533.36	\$0.00	\$0.00
		UTILITY LIENS REDEEMED 2020			574,779.34	\$631,800.00	\$631,800.00
		UTILITY LIENS REDEEMED 2021					
645000000	439900	OTHER REVENUE			48,785.98	\$80,000.00	\$80,000.00
645000000	468000	INSURANCE RECOVERY				\$0.00	\$0.00
645000000	499900	OTHER FINANCING SOU (retained earnings)			0	\$54,949.00	\$329,524.00
TOTAL WATER REVENUE					\$11,867,940	\$13,615,264	\$14,045,105

Water Rate Per CCF		FY20	FY21	FY22
		\$3.24	\$3.43	\$3.48
Base Meter fee for 5/8" per quarter		\$14	\$14	\$14
Base Meter fee for 3/4" per quarter		\$14	\$14	\$14
Base Meter fee for 1" per quarter		\$16	\$16	\$16
Base Meter fee for 1.5" per quarter		\$30	\$30	\$30
Base Meter fee for 2" per quarter		\$50	\$50	\$50
Base Meter fee for 3" per quarter		\$150	\$150	\$150
Base Meter fee for 4" per quarter		\$200	\$200	\$200
Base Meter fee for 6" per quarter		\$300	\$300	\$300
Base Meter fee for 8" per quarter		\$400	\$400	\$400
Base Meter fee for 10" per quarter		\$500	\$500	\$500

64507241 WATER ADMINISTRATION SALARIES		FY20	FY21	FY22
		Actual	Budget	Proposed Budget
64507241	511000			
64507241	511115			
64507241	511300			
64507241	513000			
64507241	514500			
64507241	516900			
64507241	517100			
64507241	517900			
64507241	519300			
64507241	519400			
64507241	519700			
64507241	519900			
TOTAL WATER ADMINISTRATION SALARIES		\$341,572	\$482,044	\$499,586

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64507242 WATER ADMINISTRATION EXPENSES				FY20 Actual	FY21 Budget	FY22 Proposed Budget
64507242	525000	OFF EQUIP/FURN MAINTENANCE		309.18	\$500.00	\$500.00
64507242	525600	R & M METERS		0.00	\$10,000.00	\$10,000.00
64507242	528100	OTHER RENTALS & LEASES		3,224.43	\$10,660.00	\$10,660.00
64507242	530100	MEDICAL AND DENTAL		0.00	\$200.00	\$200.00
64507242	530600	ADVERTISING		2,246.50	\$7,000.00	\$4,050.00
64507242	531200	OTHER PROFESSIONAL SERVICES		100.00	\$16,000.00	\$41,000.00
64507242	534100	TELEPHONE		13,219.17	\$18,000.00	\$18,000.00
64507242	534300	POSTAGE		11,079.03	\$30,000.00	\$30,000.00
64507242	534400	OTHER COMMUNICATIONS		0.00	\$100.00	\$100.00
64507242	538400	COMPUTER SERVICES		39.20	\$1,000.00	\$1,000.00
64507242	538500	OTHER PURCHASED SERVICES		0.00	\$1,000.00	\$1,000.00
64507242	542500	OTHER OFFICE SUPPLIES		190.73	\$200.00	\$200.00
64507242	547300	OTHER GROUNDS KEEPING SUPPLIES		10.00	\$100.00	\$100.00
64507242	551100	EDUCATION SUPPLIES		0.00	\$1,000.00	\$1,000.00
64507242	553800	METER PARTS		5,712.77	\$10,000.00	\$10,000.00
64507242	570100	WATER/SEWER CSO CHARGE		18,971.28	\$20,000.00	\$20,000.00
TOTAL WATER ADMINISTRATION EXPENSES				\$55,102.29	\$125,760.00	\$147,810.00

64507244 WATER ADMINISTRATION CAPITAL				FY20 Actual	FY21 Budget	FY22 Proposed Budget
64507244	584900	OTHER IMPROVEMENTS		189,793.85	\$150,000.00	\$200,000.00

64507245 WATER ADMINISTRATIVE AND INDIRECT COSTS				FY20 Actual	FY21 Budget	FY22 Proposed Budget
64507245	596100	TRANSFERS TO GENERAL FUND		\$1,288,158	\$1,236,971	\$1,300,000
64507245	596500	TRANSFERS TO STABILIZATION		\$0	\$100,000	\$100,000
64507245	596600	TRANSFERS TO TRUST & AGENCY		\$6,105	\$0	\$0
64507245	596800	TRANSFER GF - HEALTH		\$725,236	\$770,257	\$725,238
64507245	596900	TRANSFER GF PENSIONS		\$731,603	\$749,613	\$731,603
TOTAL WATER ADMINISTRATIVE AND INDIRECT COSTS				\$2,751,104	\$2,856,841	\$2,856,841

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64507252 WATER MAINT & DISTRIB EXPENSES		FY20 Actual	FY21 Budget	FY22 Proposed Budget
64507252	521100	ELECTRICITY		
64507252	521500	HEATING FUEL	10,199.29	\$10,000.00
64507252	524100	BUILDINGS & GROUNDS MAINTENANC	15,637.51	\$20,000.00
64507252	524600	R & M VEHICLES	3,464.49	\$4,000.00
64507252	525000	R & M OFFICE EQUIPMENT	12,167.94	\$25,000.00
64507252	525800	OTHER REPAIRS & MAINTENANCE	4,356.50	\$4,000.00
64507252	525900	WATER PIPE REPLACE, REPAIR, RE	1,896.55	\$2,000.00
64507252	527400	CONSTRUCTION EQUIPMENT RENTAL	0.00	\$10,000.00
64507252	527800	COMMUNICATION LINES & EQUIP RE	2,442.73	\$2,500.00
64507252	529400	OTHER PROPERTY RELATED SERVICE	0.00	\$100.00
64507252	530100	WORKERS COMP. MEDICAL BILLS	158.52	\$1,500.00
64507252	538500	OTHER PURCHASED SERVICES	25,628.97	\$30,000.00
64507252	541100	GASOLINE	8,970.13	\$20,000.00
64507252	542100	PAPER	42,277.09	\$50,000.00
64507252	542800	R & M CONSTRUCTION EQUIPMENT	745.60	\$1,000.00
64507252	543900	BUILDING & MAINTENANCE SUPPLIE	9,309.87	\$15,000.00
64507252	545100	CLEANING SUPPLIES	1,947.45	\$2,000.00
64507252	546100	TOOLS	2,009.18	\$2,000.00
64507252	548100	MOTOR OIL AND LUBRICANTS	5,183.91	\$8,000.00
64507252	548500	PARTS AND ACCESSORIES	5,126.97	\$2,500.00
64507252	550100	MEDICAL SUPPLIES	32,430.59	\$30,000.00
64507252	551100	EDUCATIONAL SUPPLIES	323.72	\$200.00
64507252	553100	CONCRETE/CEMENT	3,453.00	\$5,000.00
64507252	553200	CORPS/STOPS/TUBING	48,833.50	\$55,000.00
64507252	553400	LUMBER	1,737.26	\$10,000.00
64507252	553600	SAND AND GRAVEL	261.11	\$500.00
64507252	553900	PIPE AND FITTINGS	225.00	\$1,500.00
64507252	554000	HYDRANTS/HYDRANT PARTS	15,483.10	\$30,000.00
64507252	554100	STOP BOXES	13,745.07	\$35,000.00
64507252	554400	ELECTRICAL SUPPLIES	230.00	\$10,000.00
64507252	558600	OTHER SUPPLIES	129.00	\$500.00
64507252	574400	MOTOR VEHICLE INSURANCE	3,407.29	\$5,500.00
64507252	578100	CLAIMS & DAMAGES	31,243.00	\$32,000.00
TOTAL WATER MAINT & DISTRIB EXPENSES		\$303,024.34	\$425,300.00	\$423,800.00

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64507262 WATER TREATMENT PLANT EXPENSES			FY20 Actual	FY21 Budget	FY22 Proposed Budget
64507262	521100	ELECTRICITY	620,637.86	\$700,000.00	\$700,000.00
64507262	521101	ELECTRICITY NMC UX	46,550.85		
64507262	521500	HEATING FUEL	24,047.57	\$35,000.00	\$35,000.00
64507262	524100	BUILDING & GROUNDS MAINT	23,629.39	\$20,000.00	\$20,000.00
64507262	524200	RESERVATION HQ O&M	19,298.55	\$35,000.00	\$35,000.00
64507262	524400	WATER PUMPING STATION MINT	4,336.97	\$17,200.00	\$6,700.00
64507262	524800	R & M CONSTRUCTION EQUIPMENT	0.00	\$100.00	\$100.00
64507262	525000	OFF EQUIP/FURN MAINTENANCE	62.75	\$100.00	\$100.00
64507262	525100	COMPUTER EQUIPMENT MAINTENANCE	5,295.50	\$13,000.00	\$13,000.00
64507262	527400	CONSTRUCTION EQUIPMENT RENTAL	0.00	\$100.00	\$100.00
64507262	529400	OTHER PROPERTY RELATED SERVICE	0.00	\$100.00	\$100.00
64507262	530100	WORKERS COMP. MEDICAL BILLS	0.00	\$500.00	\$500.00
64507262	531200	OTHER PROFESSIONAL SERVICES	12,645.68	\$25,000.00	\$39,000.00
64507262	531300	LAB TESTING SERVICES	23,338.25	\$26,000.00	\$27,029.00
64507262	538500	OTHER PURCHASED SERVICES	0.00	\$2,500.00	\$2,500.00
64507262	545100	CLEANING SUPPLIES	211.63	\$500.00	\$500.00
64507262	546100	TOOLS	337.55	\$500.00	\$500.00
64507262	551100	EDUCATIONAL SUPPLIES	3,102.01	\$5,000.00	\$5,000.00
64507262	553100	CONCRETE/CEMENT	0.00	\$100.00	\$100.00
64507262	553400	LUMBER	0.00	\$100.00	\$100.00
64507262	554200	CHEMICALS	434,666.65	\$526,000.00	\$526,000.00
64507262	558600	OTHER SUPPLIES	0.00	\$100.00	\$100.00
64507262	560000	INTERGOVERNMENTAL	61,830.81	\$72,000.00	\$72,000.00
TOTAL WATER TREATMENT PLANT EXPENSES			\$1,279,992.02	\$1,478,900.00	\$1,483,429.00

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64509905 WATER DEBT SERVICE				FY20 Actual	FY21 Budget	FY22 Proposed Budget
64509905	591000	MAT PRIN ON LONG TERM DEBT		3,726,156.47	\$4,250,745	\$4,288,588
64509905	591500	INTEREST ON LONG TERM DEBT		1,213,819.23	\$1,338,639	\$1,316,392
64509905	592500	INTEREST ON NOTES		160,218.26	\$166,000	\$404,263
64509905	594000	DEBT ADMINISTRATIVE COSTS		49,708.26	\$59,817	\$53,533
64509905	594100	DEBT ORIGINATION COSTS		0.00	\$46,899	\$34,460
64509905	599996	Transfer capital principal		50,007.00		
TOTAL WATER DEBT SERVICE				\$5,199,919.22	\$5,862,100	\$6,097,235

64509905 WATER DEBT SERVICE				FY20 Actual	FY21 Budget	FY22 Proposed Budget
GRAND TOTAL -EXPENSES				\$12,121,117.14	\$13,617,664	\$14,045,105
GRAND TOTAL -REVENUE				\$11,857,940.05	\$13,615,264	\$14,045,105
DELTA				-\$263,177.09	-\$2,400	\$0
RETAINED EARNINGS BUDGETED				\$488,526.00	\$54,949.00	\$329,524.00

Annual Impact on Average Family at 109 GPD, 53 CCF per Year		
FY21 cost for water/hase fee at 109 GPD		\$237.79
FY22 cost for water/hase fee at 109 GPD		\$240.44
delta: increase from fy20 to fy21 per family at 109 GPD		\$2.65

5



PAUL E. COOGAN
Mayor

City of Fall River
Massachusetts
Office of the Mayor

RECEIVED

2021 MAR 31 P 12:29

CITY CLERK
FALL RIVER, MA

March 26, 2021

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

RE: FY22 Rate Submission
Water and Sewer Divisions

Dear Honorable Councilors:

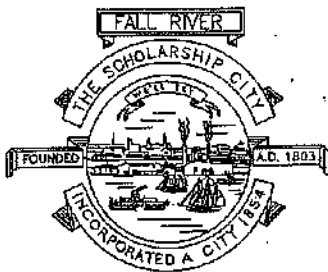
Please find enclosed the proposed ordinance modifications for the FY22 rates for the Water and Sewer Divisions. This submittal meets the requirements of Ordinance Section 2-184 that requires that proposed fee increases be submitted to the City Council by May 1.

The proposed rate increases are \$0.07 for sewer usage and \$0.05 for water usage. The water use rate is proposed to increase from \$3.43/ccf to \$3.48/ccf. The sewer use rate is proposed to increase from \$5.59/ccf to \$5.66/ccf. One ccf equals 748 gallons. There is a proposed rate increase to the stormwater fee of \$1.00. The stormwater fee is proposed to increase from \$46.00/ERU to \$47.00/ERU there is no proposed base meter fee increase.

The combined impact of the rate increases to the average family using 109 gallons per day (53 ccf/year) is \$10.36/year or \$0.86 per month.

Sincerely,

Paul E. Coogan
Mayor



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



PAUL E. COOGAN
Mayor

PAUL J. FERLAND
Administrator

March 26, 2021

The Honorable Paul E. Coogan
One Government Center
Fall River, MA 02722

RE: FY22 Budget and Rates Submission
Sewer and Water Divisions

RECEIVED
2021 MAR 29 P 2:20
CITY CLERK
FALL RIVER, MA

Dear Mayor Coogan:

Please find enclosed the documents for the above referenced submittal. This submittal meets the requirements of M.G.L. Chapter 44, Section 53F ½ for submittal of Enterprise fund budgets 120 days prior to the beginning of the fiscal year. Further, Ordinance Sections 2-183 and 2-184 require that Enterprise Fund Budgets be submitted to the City Council by April 1, and rate proposals by May 1. Both the budget and rates proposals are included.

The proposed modification to the rate ordinance is attached.

Sincerely,

Paul J. Ferland, EIT
Adm. of Community Utilities

Attachment

6

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

Section 1.

That Chapter 74 of the Revised Ordinances of the City of Fall River, Massachusetts, 1999, which chapter relates to utilities, be amended as follows:

By striking out Sec. 74-353 in Appendix A-Fee Schedule, which section relates to utilities, in its entirety, and inserting in place thereof, the following:

For water billed on or after July 1, 2021, per 100 cu. ft.

\$3.48

6

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

That Section 74-134 of Appendix A-Fee Schedule of the Revised Ordinances of the City of Fall River, Massachusetts, 1999, which Section relates to User Charges for Wastewater collection, be amended, as follows:

Sub-Section 1.

By striking out in sub-section (1) of said section, "\$5.59", and inserting in place thereof, "\$5.66", and by striking out "July 1, 2020", and inserting in place thereof, "July 1, 2021".

Sub-Section 2.

By striking out in paragraph (a) of sub-section (2) of said section, "\$5.59", and inserting in place thereof, "\$5.66", and by striking out "July 1, 2020", and inserting in place thereof, "July 1, 2021".

Sub-Section 2.

By striking out in paragraph (b) of sub-section (2) of said section, "\$2.63", and inserting in place thereof, "\$2.66", and by striking out "July 1, 2020", and inserting in place thereof, "July 1, 2021".

Sub-Section 4.

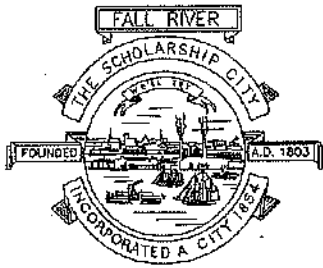
By striking out in sub-section (4) of said section, all dollar values and inserting in place thereof, the following:

\$ 186.30
\$ 361.47
\$ 542.71
\$ 721.93
\$ 902.16
\$ 1,079.35
\$ 1,258.57
\$ 1,434.74
\$ 1,613.96
\$ 1,795.20

and, by striking out in said sub-section (4) "July 1, 2020", and inserting in place thereof, "July 1, 2021".

That Section 74-140 of Appendix A-Fee Schedule of the Revised Ordinances of the City of Fall River, Massachusetts, 1999, which Section relates to Stormwater fee, be amended, as follows:

By striking out in said section, "\$184", and inserting in place thereof, "\$188", and by striking out "\$46", and inserting in place thereof, "\$47" and by striking out "July 1, 2020", and inserting in place thereof, "July 1, 2021".



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



buyfallrivernow

PAUL E. COOGAN
Mayor

MICHAEL P. DION
Executive Director / CFO

March 31, 2021

Council President Cliff Ponte & City Councilors
One Government Center
Fall River, MA 02722

Dear President Ponte & City Councilors:

I am pleased to forward to you the proposed resolution authorizing submission of the City of Fall River Year Two Annual Action Plan with the U.S. Department of Housing and Urban Development (HUD) for continued funding of the Community Development Block Grant (CDBG), Emergency Solutions Grant (ESG) and HOME Investment Partnerships (HOME) Programs. The Action Plan details activities to be undertaken during the July 1, 2021 - June 30, 2022 program year.

The resolution and the Year Two Annual Action Plan are being submitted to you in order to provide review time prior to City Council consideration of the resolution at the April 20th Council meeting. The Plan was submitted for your review under separate cover.

The proposed program of activities, which was advertised on February 26th for public comment, was developed on the basis of testimony and proposals received at public hearings held January 6th and March 10th.

The timetable provides for submission of the Year Two Annual Action Plan no later than **May 5, 2021**.

Should you or any other Councilor have any questions or comments prior to April 20th, I urge you to immediately contact Michael P. Dion, Executive Director/Chief Financial Officer of the Fall River Community Development Agency. Mr. Dion will be present at the City Council meeting to respond to any questions.

Sincerely,

Paul E. Coogan
Mayor

Enclosure

RECEIVED
2021 MAR 31 P 3:11
CITY CLERK
FALL RIVER, MA

Mayor Paul E. Coogan

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

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

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

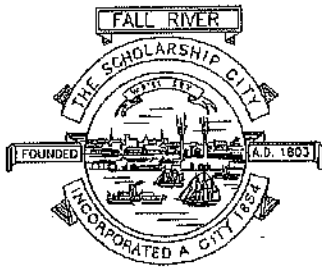
WHEREAS, the U.S. Department of Housing and Urban Development (HUD) has notified the City of Fall River that entitlements are \$2,939,042.00 under CDBG, \$249,879.00 under ESG and \$1,052,327.00 under HOME; and

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

WHEREAS, Mayor Paul E. Coogan must be authorized to submit the Year Two Annual Action Plan to the Secretary of the U.S. Department of Housing and Urban Development and to accept and/or execute the Grant Agreements.

NOW, THEREFORE, BE IT RESOLVED BY THE FALL RIVER CITY COUNCIL that:

Mayor Paul E. Coogan is authorized to submit the Year Two Annual Action Plan and applications for CDBG, ESG and HOME entitlement funds and to accept and/or execute the contract(s) with the United States of America and to do all things necessary to carry out the Programs, including the execution of contracts and the submission of such reports, certificates, and other materials as the U.S. Department of Housing and Urban Development shall require.



PAUL E. COOGAN
Mayor

City of Fall River
Massachusetts
Community Development Agency



buyfallrivernow.com

MICHAEL P. DION
Executive Director / CFO

March 25, 2021

RECEIVED

Council President Cliff Ponte & City Councilors
One Government Center
Fall River, MA 02722

2021 MAR 31 A 11:56

CITY CLERK _____
FALL RIVER, MA

Dear President Ponte & City Councilors:

I am pleased to forward to you the City of Fall River Year Two Annual Action Plan which I propose to file with the U.S. Department of Housing and Urban Development (HUD) for continued funding of the Community Development Block Grant (CDBG), Emergency Solutions Grant (ESG) and HOME Investment Partnerships (HOME) Programs. The Action Plan details activities to be undertaken during the July 1, 2021- June 30, 2022 program year.

Under a separate cover on March 30, 2021, I shall submit a proposed resolution for your consideration at your April 20th meeting. The resolution would authorize submission of the City of Fall River Year Two Annual Action Plan with the U.S. Department of Housing and Urban Development. The Year Two Annual Action Plan is being submitted to you now in order to provide adequate review time prior to City Council consideration of the resolution at the April 20th meeting.

The proposed program of activities, which was advertised on February 26th for public comment, was developed on the basis of testimony and proposals received at public hearings held January 6th and March 10th.

The timetable provides for submission of the Year Two Annual Action Plan no later than May 5, 2021.

Should you or any other Councilor have questions or comments prior to April 20th, I urge you to immediately contact Michael P. Dion, Executive Director/ CFO of the Fall River Community Development Agency. Mr. Dion will also be present at the City Council meeting to respond to any questions.

Sincerely,

Paul E. Coogan
Mayor

Enclosure

8



**CITY OF FALL RIVER
MASSACHUSETTS**

Traffic & Parking Division

Paul E. Coogan
Mayor

LAURA FERREIRA
Parking Clerk

March 23, 2021

The Honorable City Council
City of Fall River
One Government Center
Fall River, MA 02720

RECEIVED
2021 MAR 24 P 4:03
CITY CLERK
FALL RIVER, MA

Honorable Council Members:

At a meeting of the Traffic Board Commission held on Wednesday, March 17, 2021 the following request met all the guidelines, requirements and was approved by the Traffic Commission Board.

That Chapter 70 of Revised Ordinances be amended in the following Section:

Article: 70
Section: 387 **Handicapped Parking**

By inserting in proper alphabetical order the following:

INSERT

Name of Street	Side	Location
Barnaby Street	West	Starting at a point 21 feet north of Lincoln Avenue, for a distance of 20 feet northerly.

Laurie Griffin
40 Lincoln Avenue
Fall River, MA 02720

Very truly yours,

Laura Ferreira
Parking Clerk



**CITY OF FALL RIVER
MASSACHUSETTS**

Traffic & Parking Division

Paul E. Coogan
Mayor

LAURA FERREIRA
Parking Clerk

March 23, 2021

The Honorable City Council
City of Fall River
One Government Center
Fall River, MA.02720

RECEIVED
2021 MAR 24 P 4:03
CITY CLERK
FALL RIVER, MA

Honorable Council Members:

At a meeting of the Traffic Board Commission held on Wednesday, March 17, 2021 the following request met all the guidelines, requirements and was approved by the Traffic Commission Board.

That Chapter 70 of Revised Ordinances be amended in the following Section:

Article: 70
Section: 387 **Handicapped Parking**

By inserting in proper alphabetical order the following:

INSERT

Name of Street	Side	Location
Fountain Street	West	Starting at a point 227 feet north of Division Street, for a distance of 20 feet northerly.

Derek DaSilva
247 Fountain Street, 1st Floor
Fall River, MA 02721

Very truly yours,

Laura Ferreira
Parking Clerk

City of Fall River, In City Council

9

(Councilor Shawn E. Cadime)

WHEREAS, many fire stations in the City of Fall River are very old and in need of upgrades and repairs, and

WHEREAS, the Stanley Street Fire Station is in dire need of replacement as it was built around 1900 to house horse-drawn fire trucks, and

WHEREAS, a capital plan is greatly needed for all fire stations, now therefore

BE IT RESOLVED, that the Committee on Public Safety convene with the Administration and the Fire Chief to work on a fire station building capital plan and begin developing a feasibility study for both a new Stanley Street Fire Station and a full renovation of the Central Station, and

BE IT FURTHER RESOLVED, that this information once completed be referred to the Committee on Finance for discussion and implementation.

City of Fall River, *In City Council*

10

(Councilor Leo O. Pelletier)

WHEREAS, complaints have been received regarding the excessive speed of vehicles traveling on North Main Street, and

WHEREAS, some sections of North Main Street are very narrow and contain numerous potholes creating a public safety hazard, now therefore

BE IT RESOLVED, that the Committee on Public Safety convene with the Chief of Police, Director of Traffic and Director of Community Maintenance to discuss these very important matters.

Filed 3-30-21



GEICO General Insurance Company

Claim #21-16C

13

Buffalo/New Jersey Claims, PO BOX 9515
Fredericksburg, VA 22403-9515

RECEIVED

2021 MAR 29 P 1:33

CITY CLERK
FALL RIVER, MA

(See #21-16)

03/22/2021

City Clerk
City of Fall River
1 Government Ctr FL 2ND
City Clerk
Fall River, MA 02722--7700

Company Name: GEICO General Insurance Company
Claim Number: 056035933 0101 037

Company: GEICO General Insurance Company

Date: 3/22/2021

From: Shaun Adams
800-716-1097 x4461

To: City Clerk / City of Fall River

RE: Claim Documents 0560359330101037

Please review to pay our subrogation demand.



**City of Fall River
Notice of Claim**

RECEIVED

2021 MAR 19 P 2:27

CITY CLERK #21-21
FALL RIVER, MA

1. Claimant's name: Donna A. Valente
2. Claimant's complete address: 136 Garden Street Fall River, MA 02720
3. Telephone number: Home: 508-673-2703 Work: _____
4. Nature of claim: (e.g., auto accident, slip and fall on public way or property damage):
Broken Picture Window
5. Date and time of accident: 02/20/2021 Amount of damages claimed: \$ 225.00
6. Exact location of the incident: (include as much detail as possible):
136 Garden Street - Front of House - Picture Window
7. Circumstances of the incident: (attach additional pages if necessary):
Water shutoff cap broken when work was being done on the street. Reported several times as it was a hazard. Was told it would be fixed when work completed.
After a snow storm, person was snowblowing sidewalk - hit the cap causing it to fly into the window, breaking it.
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: 03/19/2021

Claimant's signature: Donna A. Valente

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

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

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

For official use only:

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

DCM
Water Dep

Date: 3/19/21



13

RECEIVED

City of Fall River
Notice of Claim

2021 MAR 22 A 11:32

CITY CLERK 21-22
FALL RIVER, MA

1. Claimant's name: Manuel Almeida
2. Claimant's complete address: 102 Constitution St Bristol, RJ. 02809
3. Telephone number: Home: 401-573-8838 Work: _____
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: 3-15-2021 7:54 Amount of damages claimed: \$ N/A
6. Exact location of the incident: (include as much detail as possible):
Columbia Street
7. Circumstances of the incident: (attach additional pages if necessary):
Manuel was park unattended and his vehicle was hit: lost his side mirror. The City worker notified Manuel of the accident.
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: 3-18-2021Claimant's signature: Manuel Almeida

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

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

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

For official use only:

Copies forwarded to: ☒ City Clerk ☒ Law ☒ City Council ☒ City Administrator ☒ Parks Date: 3-22-2021



City of Fall River
Notice of Claim

RECEIVED

2021 MAR 24 A 10:54

CITY CLERK 21-23
FALL RIVER, MA

1. Claimant's name: P441 RAOZA
2. Claimant's complete address: 20 PARK ST AP 2
3. Telephone number: Home: _____ Work: _____
4. Nature of claim: (e.g., auto accident, slip and fall on public way or property damage):
FLAT TIER
5. Date and time of accident: 21 MARCH Amount of damages claimed: \$ 200.00
6. Exact location of the incident: (include as much detail as possible):
RODMOND ST
7. Circumstances of the incident: (attach additional pages if necessary):
FLAT TIER
8. Have you submitted a claim to any insurance company for damages arising from this incident? If so, name and address of insurance company: ☐ Yes ☒ No

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

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

Date: 3/24/21

Claimant's signature: Paul Ruff

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

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

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: 3-24-2021

15

RECEIVED

KP LAW, P.C.
101 ARCH STREET
FLOOR 12
BOSTON, MA 02110

2021 MAR 26 P 12:06

FEDERAL TAX ID: 04-2746356
INVOICE NO: 130522

CITY CLERK
FALL RIVER, MA

MR. CLIFF PONTE
COUNCIL PRESIDENT
FALL RIVER
FALL RIVER CITY COUNCIL
CITY HALL
ONE GOVERNMENT CENTER
FALL RIVER, MA 02722

March 24, 2021
IN REFERENCE TO: PROFESSIONAL SERVICES THROUGH February 28, 2021

GENERAL LEGAL SERVICES

TELEPHONE CONFERENCE WITH CITY COUNCILOR RE:
REQUEST FOR COPIES OF CONFLICT OF INTEREST
DISCLOSURES.

MEET WITH COUNCIL PRESIDENT, VICE PRESIDENT,
CORPORATION COUNCIL, ASSISTANT COMMITTEE SECRETARY
AND COUNCIL SECRETARY RE: COUNCIL RULES AND ACCESS
TO COUNSEL.

SUBTOTAL:	0.50	\$150.00
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TOTAL FEES:	0.50	150.00
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TOTAL DUE:		\$150.00
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RECEIVED

16

City of Fall River
Office of the Corporation Counsel

CITY CLERK
FALL RIVER, MA
ALAN J. RUMSEY
Corporation Counsel

GARY F. HOWAYECK
Assistant Corporation Counsel

PAUL E. COOGAN
Mayor



March 25, 2021

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

Via email: patrick@patrickhiggins.com

RE: Open Meeting Law Complaint against Fall River City Council Committee on Regulations and Brad Kilby
Date of Alleged Violation: March 08, 2021

Dear Mr. Higgins:

This response is provided pursuant to G.L. c. 30A, § 24 and 940 CMR 29.00 et seq., in response to your Open Meeting Law Complaint against the Fall River City Council Committee on Regulations and Brad Kilby where you allege:

The Fall River City Council Committee on Regulations violated the open meeting law as follows:

1. The Chairman, Attorney Brad Kilby, did not announce the names of the members of the public body who were participating remotely. See 2020-138 (issued on October 30, 2020 and 2021-20).

Video of the meeting can be viewed at
<https://youtube.com/c/FallRiverGovernmentTV/video>

The City received your Complaint on March 9, 2021. On March 23, 2021, the Fall River City Council met to review your complaint and voted to delegate authority to this office to respond.

On March 12, 2020, Governor Baker issued an Executive Order Suspending Certain Provisions of the Open Meeting Law, to enable public bodies to carry out their responsibilities while adhering to public health recommendations regarding social distancing. First, the executive order relieves public bodies from the requirement in the Open Meeting Law that meetings be conducted in a public place that is open and physically accessible to the public, provided that the public body instead provides adequate, alternative means of public access to

16

the deliberations of the public body. Second, the executive order authorizes all members of a public body to participate in a meeting remotely.

The Open Meeting Law provisions governing remote participation are found in Mass. General Laws, chapter 30A, § 20(d). The regulations governing remote participation are found at 940 CMR 29.10. Procedures for remote participation are set forth in §29.10(7)(b) which provides: "At the start of the meeting, the chair shall announce the name of any member who will be participating remotely. This information shall also be recorded in the meeting minutes."

In preparing this response I viewed the video recording of the City Council's Committee on Regulation's March 8th meeting. There are three members on the City Council's Committee on Regulations. Two of the three members were present and visible at the start of the virtual meeting. The members present were additionally identified on their individual virtual tiles. Committee Chair Councilor Brad Kilby initially stated that the third member, Councilor Christopher Peckham was absent. Immediately thereafter, he asked the Committee's Clerk to take attendance by roll call wherein Councilor Linda Pereira and Councilor Brad Kilby identified themselves as present.

It is my legal opinion that the Chair did not violate the Open Meeting Law at the start of the meeting as you allege. The determinations OML 2020-138 and OML 2021-20 upon which you rely are entirely inapplicable to the present complaint. We consider this matter now closed. Please note that you have the right to appeal to the Massachusetts Attorney General - Division of Open Government.

Respectfully,



Gary P. Howayeck
Assistant Corporation Counsel

Enclosures

Cc: MA Office Attorney General-Division of Open Government
via email: openmeeting@state.ma.us
Fall River City Council



OPEN MEETING LAW COMPLAINT FORM

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

RECEIVED

2021 MAR -9 A 10:03

Please note that all fields are required unless otherwise noted.

CITY CLERK
FALL RIVER, MA

Your Contact Information:

First Name: Patrick Last Name: Higgins

Address: P O Box 24

City: Swansea State: MA Zip Code: 02777

Phone Number: 5086743140 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 Committee on Regulations

Specific person(s), if any, you allege committed the violation: Brad Kilby

Date of alleged violation: 03/08/2021

CITY OF FALL RIVER
IN CITY COUNCIL

MAR 23 2021

Referred to Corporation
Council

16

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 Committee on Regulations violated the open meeting law as follows:
The Chairman, Attorney Brad Kilby, did not announce the names of the members of the public body who were participating remotely. See 2020-138 (Issued on October 30, 2020) and 2021-20.

Video of the meeting can be viewed at <https://www.youtube.com/c/FallRiverGovernmentTV/videos>

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.

Chairman Attorney Brad Kilby has a professional obligation to keep up to date with changes in laws and regulations. It is obvious that he willfully violated the open meeting law as I personally sent an email to the City Councilors that contained a .pdf attachment of 2021-20 along with a caution that I would be paying special attention to this issue.

The members of the Committee on Regulations should be required to attend the next formal open meeting law training conducted by the Division of Open Government.

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, is considered a public record and will be available to any member of the public upon request.

Publication to Website. As part of the Open Data Initiative, the AGO will publish to its website certain information regarding your complaint, including your name and the name of the public body. The AGO will not publish your contact information.

II. Consulting With a Private Attorney.

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

III. Submit Your Complaint to the Public Body.

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

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

Signed: 

Date: 03/08/2021



2021 MAR 31 A 11:31 4/1/21

City Council,

CITY CLERK
FALL RIVER, MA

There is a Major Problem with transportation in this City and something has to be worked on, these are some issues.

1. People getting stranded, they drop you off at the doctor, etc., and they never answer to go home.

2) they are rude and yell at the customers, if they have a bad day they take it out on you.

3) they are sloppy and are constantly eating or talking on the phone, while driving.

4) their saving cabs for special customers and if you call they say, they are not available for hours or they don't have any cabs, which is a serious thing, I was here for surgery and they cancelled it.

5) they are always knock you down & say why don't you get a car.

6) there are Cabs for all the public, not just certain customers, if they are afraid to go to work, why don't they hire new ones.

this is a city we are talking about, Peoples lives not Querry lunch where I don't want to take this customer today."

if this keeps up the Better Business Bureau will get a call & the Herald News, it makes a good story

a concerned
Customer
who Relys on these
Cabs.

And Answer the Phones
tomorrow.

COMMITTEE ON FINANCE

MEETING: Tuesday, February 23, 2021 at 6:00 p.m.
Zoom (Virtual Meeting Application) pursuant to the Governor's Declaration of State of Emergency due to the Coronavirus (COVID-19) pandemic

PRESENT: President Cliff Ponte, presiding;
Councilors Shawn E. Cadime, Michelle M. Dionne,
Bradford L. Kilby, Pam Laliberte-Lebeau, Trott Lee,
Christopher M. Peckham, Leo O. Pelletier and Linda M. Pereira

ABSENT: None

IN ATTENDANCE: Mary Sahady, Director of Financial Services

The chair called the meeting to order at 6:00 p.m. and announced that the meeting may be recorded with audio or video and transmitted through any medium.

In accordance with a resolution adopted, as amended May 8, 2012, persons are allowed to address the Council for a period of three minutes prior to the beginning or at the conclusion of business in the Committee on Finance. Due to the COVID-19 Essential Services Advisory, citizen input had to be submitted by email by Tuesday, February 23, 2021 at 3:00 p.m. to be read at the meeting.

The City Clerk read communications received from city residents, copies of which are attached hereto and made a part of these minutes.

1. Citizens' Input

Judi Bednarz, 101 Read Street – Public Art Policy
David J. Dennis, Esq., 132 Highland Avenue – Public Art Policy
Tim Ferreira-Bedard, 126 Liberty Street – Liberty Street trash collection
CJ Ferry, 300 Buffinton Street – School Department issues
Melanie Leite, 967 Montgomery Street – School Committee
Sara Rodrigues, 830 Langley Street – School Committee
Collin Dias, 560 Ray Street – School Committee
David Oliveira, 210 Robeson Street – Vote of no confidence against Superintendent of Schools

2. Five Year Capital Improvement Plan

The Director of Financial Services provided a brief overview of the Five Year Capital Improvement Plan. She stated that the Administration has met with all department heads to determine the needs of their department. She also stated that no requests for loan orders have been submitted to the City Council for Fiscal Year 2021, as this has been a very unusual year so far. She then stated that the cost of the proposed Emergency Medical Services Building has

changed numerous times and is still not finalized. Council President Cliff Ponte asked the Director of Financial Services, if some capital projects have been placed on hold. The Director of Financial Services stated that some capital projects have been placed on hold due to the COVID-19 Pandemic, but should begin in the upcoming year. Councilor Trott Lee asked the Director of Financial Services, what will the residents see for their tax increases every year? The Director of Financial Services stated that there are many improvements in the City, such as the new B.M.C. Durfee High School and upgrades to the Watson School. She also stated that many improvements cannot be seen, but are necessary such as upgrades to the infrastructure of the Information Technology Department. Councilor Linda M. Pereira asked if the School Department could use some of the federal CARES Act Funds that were received to complete some necessary projects. The Director of Financial Services stated that there are regulations regarding the use of those funds. She then stated that the School Department is funding \$1.4 million dollars to replace the windows at the Talbot School and various other projects. Councilor Linda M. Pereira stated that not approving loan orders for the School Department only hurts the children of Fall River. Councilor Shawn E. Cadime asked the Director of Financial Services, for the current debt service for the City. The Director of Financial Services stated that the total debt service (excluding the new high school) is \$9,752,031.00. She also stated that the Administration is now working to include the lower cost items in the budget, so that bonding will not be necessary for items such as police vehicles. She then stated that there are various projects that the City will need to bond for, such as the Phase 21 Water Main Improvements, repairs to both the Police and Fire Stations, parking garage repairs, athletic fields for B.M.C. Durfee High School, a storage building for the Department of Community Maintenance, as well as various other items. Councilor Michelle M. Dionne asked the Director of Financial Services for the total amount that will need to be bonded for the athletic fields at B.M.C. Durfee High School. The Director of Financial Services stated that the School Department is requesting \$1.8 million dollars, which is on the agenda this evening and \$4.9 million dollars in fiscal year 2023, for a total of \$6.7 million dollars. Councilor Bradford L. Kilby stated that he is ready to support these loan orders tonight, as the students of Fall River will benefit from these upgrades. Council President Cliff Ponte stated that the Chief Operating Officer for the School Department will be in attendance at a future meeting to answer all questions that Councilors may have. He then stated that it was the former Mayor that decided to replace the pool at the cost of \$6 million dollars, instead of upgrading the athletic fields. Councilor Leo O. Pelletier stated that he would like to have Kenneth C. Pacheco, Chief Operating Officer for the School Department at the next meeting that this matter is discussed to answer questions. On a motion made by Councilor Bradford L. Kilby and second by Councilor Christopher M. Peckham, it was voted 6 yeas, 3 nays to refer the matter to the full council for action, with Councilors Shawn E. Cadime, Michelle M. Dionne and Cliff Ponte voting in the negative.

3. Five Year Financial Forecast

The Director of Financial Services provided a brief overview of the Five Year Financial Forecast. She stated that a document such as this is always changing and being updated. She also mentioned that the CARES Act relief funds were greater than anticipated. Mary Sahady then stated that departments have submitted their proposed budgets and the Administration is reviewing all proposals. She also stated that the City is working to have MUNIS storage in the Cloud, which is a very important upgrade. Council President Cliff Ponte asked the Director of Financial Services, where the City stands with the deficit from December of 2020. Mary Sahady stated that it is too premature to discuss tonight. On a motion made by Councilor Linda M. Pereira and seconded by Councilor Christopher M. Peckham, it was voted 9 yeas to refer the matter to the full council for action.

Citizens' Input Time – After Discussion of Financial Matters:

None

On a motion made by Councilor Christopher M. Peckham and seconded by Councilor Michelle M. Dionne, it was voted 9 yeas to adjourn at 7:46 p.m.

List of documents and other exhibits used during the meeting:

Citizens' Input Communications

Agenda packet (attached)

DVD of meeting

Cullen A. Taylor
Clerk of Committees

FEBRUARY 23, 2021

COMMUNICATIONS

SUBMITTED

FOR

CITIZENS' INPUT

RECEIVED

18

City Council

2021 FEB 22 A 9:51

From: Leite, Ines
Sent: Monday, February 22, 2021 9:10 AM
To: City Council
Subject: FW: Public Art Citizen Input Judy

CITY CLERK _____
FALL RIVER, MA

Please see below from Sandy Dennis.

Inês

Inês da Silva Paulino Leite
Assistant City Clerk
Office of the City Clerk
One Government Center
Fall River, MA 02722
T: 508-324-2220
F: 508-324-2211
E: ileite@fallriverma.org

From: dendenllc@comcast.net [mailto:dendenllc@comcast.net]
Sent: Monday, February 22, 2021 8:55 AM
To: Leite, Ines <ileite@fallriverma.org>
Subject: [EXTERNAL] Public Art Citizen Input Judy

Good morning Ines:

Judy Bednarz forwarded this to me for the City Council President to read during Citizen Input tomorrow night. (See Below)

Judy lives in Fall River part-time. If she needs to live in Fall River full-time can you have them waive the rules.

Let me know if you need anything else from her.

Thanks,

Sandy

Sandy Dennis

Re: Public Art Policy for the City of Fall River
A Public Art Policy can help to make an impact on the cultural and economic life of a community. Fall River has many examples of public art but it would probably help to bring them in under the umbrella of a formal policy, both to protect what already exists, as well as to promote new installations and projects.
As a part-time resident of Fall River, I am a member of the Greater Fall River Art Association, the Historical Society, the Preservation Society and the Fall River Public Library, all of which would be enhanced by a public policy supporting culture and art. I am also on the Steering Committee of Creative Arts Network.
According to the Mass Cultural Council, several MA communities have developed public art plans to address the growing collection of public art in their city or town. Salem, Worcester and Lowell are featured on their website. In recognition of the impact that public art can have on struggling communities, in 2014 Gov. Deval Patrick signed an executive order establishing the MA Percent for Art Program (MPAP) and Public Art Commission. This order identified possible funding

sources for preservation of existing and the creation of new public art in Boston and in the "Gateway Cities" (Fall River).

At Tuesday's meeting I hope that you will seriously consider the proposal presented.

Judi Bednarz

617-780-8719

jbednarz19@gmail.com

19 Alton Place, Brookline, MA 02446

101 Read Street, Fall River, MA 02720

RECEIVED

18

2021 FEB 22 A 9:51

CITY CLERK _____
FALL RIVER, MA

18
City Council

From: Leite, Ines
Sent: Monday, February 22, 2021 9:11 AM
To: City Council
Subject: FW: Citizen Input Statement Attached
Attachments: Public Art Policy Citizen Input Dave Dennis.docx

RECEIVED

2021 FEB 22 A 9:49

CITY CLERK _____
FALL RIVER, MA

Please see attached and below

Inês

Inês da Silva Paulino Leite
Assistant City Clerk
Office of the City Clerk
One Government Center
Fall River, MA 02722
T: 508-324-2220
F: 508-324-2211
E: ileite@fallriverma.org

From: dendenllc@comcast.net [mailto:dendenllc@comcast.net]
Sent: Monday, February 22, 2021 9:04 AM
To: Leite, Ines <ileite@fallriverma.org>
Subject: [EXTERNAL] Citizen Input Statement Attached

Ines:

Attached is a Citizen Input Statement from Dave Dennis to be read prior to the City Council meeting Tuesday night.

Thanks,

Sandy

Sandy Dennis
Executive Director
Creative Arts Network, Inc. (CAN)
132 Highland Avenue
Fall River, MA 02720
P. 508-673-2939 F. 508-590-5550
dendenllc@comcast.net
www.creativeartsnetwork.org

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February 22, 2021

RECEIVED

2021 FEB 22 A 9:50

18

CITY CLERK
FALL RIVER, MA

RE: Public Art Policy

Dear Mr. President and Honorable Council:

Good evening and thank you for the opportunity to address the Council regarding the matter of an art's policy for the City of Fall River through ordinance.

Through a recent survey conducted by Creative Arts Network Inc. we found that people have become increasingly interested in public art and gardens. To review the survey, go to creativeartsnetwork.com at the art & culture survey tab at the bottom of each page.

Many cities and towns throughout the US and the Commonwealth have implemented formal public art policies for all the reasons mentioned in the **RESOLUTION ESTABLISHING A PUBLIC ART POLICY**.

The City of Fall River recognizes the value of public art to its citizens and visitors. Public art provides engaging, imaginative spaces that enliven the public experience, foster community, celebrates our unique stories and collective history and inspires us to experience the world with fresh perceptions. Public works of art can transform and activate civic spaces and create a unique identity for Fall River as a destination place.

Public art in Fall River has a strong history, from the, "Vietnam Veterans Memorial Wall," in Fall River's Bicentennial Park (currently under construction in 2021) to the 1940 statue of "Prince Henry the Navigator", murals and artworks set along South Main Street, created by members of the Greater Fall River Art Association.

Currently, the City of Fall River does not have a permanent Public Art Policy and Program to promote the City's identity, civic pride, attract visitors and businesses, develop vibrant creative spaces, and jobs. A newly developed Public Art Policy and Program would raise public awareness of the impact of public art and its cultural and economic contributions.

The purpose of the Public Art Policy and Program would be to give direction for:

- ART...Establishing a diverse collection of public artworks with the cooperation of the community.
- ARTISTS...Providing ongoing opportunities for local, regional, and possibly national artists of diverse backgrounds to advance their art forms with temporary and permanent public artworks.

- **ECONOMY**...Considering economic development and cultural tourism when advocating for public art.
- **QUALITY**...Incorporating art and design projects of the highest quality throughout the community. Creating a museum without walls and making art accessible to all.
- **LEGACY**...Providing a legacy of art and culture for future generations.

10 Great Reasons to Support Public Art

1. It is public! Everyone has access to public art. It is directly in a public space and not confined to galleries or museums.
2. It enriches our physical environments, bringing streetscapes, plazas, town buildings and schools to life.
3. It is a great tool for civic engagement, building social capital and encouraging civil discourse.
4. It provides professional opportunities for artists and cultivates an environment in which the creative class thrives.
5. It boosts local economies. Businesses supply materials and labor; restaurants, hotels and transportation companies benefit from a site that attracts visitors.
6. It is an investment in place making—measured by livability and quality of life—that also engenders community pride.
7. It connects citizens to their neighbors and their shared history through documentation and celebration and makes cultural heritage a tangible community asset.
8. It enlivens places where people work, which can improve employee morale, productivity and respect.
9. It creates supportive learning environments. It opens eyes—and minds! It attracts students to environments conducive to both learning and fun.
10. It raises public awareness about important community issues, such as environmental stewardship and respect for diversity such as the ongoing Hortensia project.

I am therefore respectfully requesting your favorable consideration to implement a formal Public Art Policy for the City of Fall River through ordinance.

Thank you,

David J. Dennis

David J. Dennis, Esq.

President

Creative Arts Network, Inc. (CAN)

CITY CLERK
FALL RIVER, MA

2011 FEB 22 A 9:51

RECEIVED

City Clerk

18
RECEIVED

From: Tim Ferreira-Bedard <timferr@outlook.com>
Sent: Monday, February 22, 2021 10:19 AM
To: City Council
Subject: [EXTERNAL] For virtual City Council meeting 2/23/21

2021 FEB 22 A 10:48

CITY CLERK _____
FALL RIVER, MA

Hello,

My street, Liberty Street, has a recurring issue with trash pick up. Quite often, trash receptacles are left in the street by the company doing the trash pickup, sometimes the receptacles are left on their sides. This creates parking issues for residents, also can cause elderly residents problems with picking up their receptacles. I can understand when there are snow related issues that can cause some problems but about 1 time per month, sometimes more often, the receptacles are left in the street. When I call the department of Solid Waste at 508-324-2584 in Fall River, I am told that they do not handle these issues and I need to call the company myself about the issue. When I speak with John Perry, he says "the administration" expects residents to call the trash company for issues. This does not make sense to me as I do not have a contract with the trash removal company, the city of Fall River does, I pay my taxes and as part of that I expect the city to manage my trash related issues. There is nothing to this effect on the website for the city other than I should call in the event of a missed pickup – this makes sense as this may be my issue, if I took the trash out late. But routine oversight of the trash company should not fall to taxpayers.

The city web site states that we should call 508-324-2585 or 508-324-2580 to report litter complaints on <https://www.fallriverma.org/litter-enforcement/> but when I do I am told they cannot or will not help.

Why don't we fine the trash collection company the same as I would be fined for putting my full trash receptacle in the street? 100 for first offense? The city web could certainly use additional \$ and in private business I have found if you stay on top of vendor contracts, you can save money and or get the service you are paying for in the contract. I am unclear how the city "manages" our relationship with our trash vendor since it would seem our DPW sends all with complaints directly too the trash pickup company. How can the city know how well they are performing if they do not get involved?

Thanks

Tim Ferreira-Bedard
126 Liberty Street
Fall River
Cell – 508-415-9253

CJ FERRY, R.N., PHN

18
RECEIVED

February 23, 2021

2021 FEB 23 A 9:20

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

CITY CLERK _____
FALL RIVER, MA

Re: Citizen's Input

Council President, members of the City Council:

I wish to address you on several important issues.

First, I wish to address the fact that the School Committee has come before this body to approve a \$1.8 million bond for the Varsity Field at Durfee High School for new synthetic turf, amenities, design, etc. The School Committee met yesterday and had this item on their agenda. Isn't it presumptuous to believe that their request for funding will automatically be approved?

In a previous meeting, the School Committee mentioned that it would cost over \$5 million for new or refurbished athletic fields, why are they breaking up the fields into separate projects and loan orders? Because if they were to go for a \$5 million loan order, it would require voter approval. I firmly believe that this is why the Watson school refurbishment is under \$5 million, but I am sure with change orders it will go above the \$5 million mark. Isn't it time for transparency in government and financing?

Second, the City Council and the CFO are guilty of this easy deception, they act on multiple loan orders, like they did with the streetscapes projects, when they should be combined and allow the people to have a say in the spending of these large amounts of money. We hear from the CFO on nearly all loan orders that this will keep us under the self-imposed bonding limit, yet we never seem to get out of our way financially with bonding. You are considering two loan orders tonight for the school department, this is one department and these loan orders should probably be combined. Obviously, you must decide, but we need more fiscal conservatism.

Finally, I support the City Council's vote of "No confidence" for the School Superintendent Matt Malone. As a matter of fact, it would be very interesting should a member or number of members of the city council decided to deny or object to the loan orders until such time as the Superintendent is terminated. That would be a "shot across the bow". Remember that you control all finances in the city and for the CFO to enter into a MOU with the School Department regarding lawsuits without approval of or by the City Council and a dollar figure attached thereto is basically a blank check. All agreements that have a dollar figure attached to it must be presented to the City Council for approval.

I would ask from henceforth that you consider loan orders and if they should be combined, combine them and give the citizens the right to be heard on the matter and please act accordingly on the MOU and the loan orders for the School Department.

Respectfully,



CJ Ferry

[EXTERNAL] Citizens Input 2.23.21

18

Melanie Leite <mleite611@yahoo.com>

Tue 2/23/2021 10:20 AM

To: City Council <City_Council@fallriverma.org>;

RECEIVED

2021 FEB 23 A 10:21

CITY CLERK _____
FALL RIVER, MA

Please read my letter for Citizen's Input

Dear Members of the City Council.

I would like to address my disappointment and concern regarding the way things are being managed by the School Committee. I tried to address these directly by contacting them Jan 26th and yesterday Feb 21st. I have received little to no response. Many new details have been 'leaked' regarding the investigation of the allegations made against Superintendent Malone. Every new detail is worse than the last and it makes me question the judgement of the School Committee as to why they kept him employed by the City. From what I've seen, a person who behaves this way should not be a leader of a school department. FRPS has enough challenges and the staff should feel empowered and inspired by their leadership, not demoralized and the target of ongoing harassment.

It's hard to imagine the justification and the reasons to keep Malone, and little information is being shared by the School Committee. Details of these allegations are only being discussed in executive session and the report from the investigation has not been released to the public. One should refrain from making judgement until all the details are present, but what is the public supposed to do when details are kept secret? The only details that have been released are quite awful.

I do not agree with the lack of transparency in this matter and the managing of it, at all. I requested that the School Committee reconsider it's decision by either releasing details involving the investigation or ending the City's contract with the Superintendent. If the public is making unfair assumptions, let the 'truth set them free' and release the report.

I'm not sure if the City Council can take any action, but I encourage you to take action for the sake of transparency. Fall River citizens deserve to know what is happening in our schools and our government.

Thank you for your time.

Sincerely,

Melanie Leite

967 Montgomery St. 02720

RECEIVED

18

2021 FEB 23 A 11:07

February 22, 2021

CITY CLERK
FALL RIVER, MA

Dear Members of the City Council,

As we all know, Superintendent Malone is accused of using hate speech against a disabled staff member, sexual harassment and creating a hostile work environment. Members of the school committee became aware of these issues in September 2020 and decided to have Superintendent Malone remain in his position while an outside investigation was conducted. This allowed the superintendent continued interaction with those who accused him for several months. In December 2020, the investigation was completed and reviewed by the school committee and it was determined that discipline was warranted. However, the process for handling complaints and the discipline doled out was not in line with the school department's own policies and procedures.

The school committee has been unresponsive to requests for open dialogue around these issues. Multiple emails from concerned citizens have been sent and have been unanswered. Letters have been submitted for citizens' input and have been censored or have gone unread. Citizens have attempted to present in person at school committee meetings only to be turned away. However, one school committee member did respond to a city councilor's social media post telling him to "stay in your lane." If this school committee member could reply, unsolicited, to a personal social media post, what is preventing him from replying to citizens and taxpayers looking to understand the situation at hand?

The way forward needs to include releasing the results of that investigation so that we may understand what led the committee to make their decision. One school committee member indicated that sharing that investigation report would "potentially ruin careers." I would argue that if information included in that report would ruin careers, those individuals should not remain in their positions.

The lack of transparency in our school committee is not only concerning, but disturbing. Transparency allows us, as taxpayers, to hold elected officials accountable and ensure they are acting in the best interest of their constituents and citizens. Transparency enhances communication, openness and efficacy. Without transparency and a genuine willingness to engage, our school committee is acting in a way that is contradictory to the duties with which they are charged - to serve in the best interest in our students, staff and community members.

At the school committee meeting on February 8, 2021, one school committee member walked out and attempted to come back in to secure a vote. The behavior of the superintendent was antagonizing and belligerent. School committee members refused to go into executive session with what appeared to be a predetermined discussion and no explanation. Other school committee members were argumentative and contentious. It was a shameful display of inappropriate behavior. Our elected officials should, at the very least, be held to the same standards of conduct and behavior that our students are held to. This behavior would not be allowed in a classroom setting and it should not be allowed within the school committee.

My request to the city council is as follows:

I understand that the city council does not have jurisdiction over the school committee but works collaboratively to approve the school department's budget. I also understand that a joint meeting is scheduled for March. Given the lack of communication from the school committee, I would like for citizens' concerns to be presented at this meeting, or beforehand if deemed appropriate. I am asking for this as it has been shown that the school committee does not wish to respond to citizens directly but are willing to engage with city councilors, at least via social media.

The superintendent's behaviors are not new. He has demonstrated a history and pattern of these behaviors in other school districts that have been widely publicly reported. Superintendent Malone's behaviors and the subsequent actions of the school committee have again placed a stain on our city and have set us up for litigation. This is not out of the realm of possibility as it has happened in other districts where Superintendent Malone had been employed. Could the city council please clarify what the impact on the city's finances would be should the superintendent and/or school committee be sued for their actions?

If these are the individuals responsible for overseeing the education and care of our students, how can we, as parents, feel like there is any level of trust or integrity left in this administration? Citizens continue to voice their concerns and those concerns are gone unheard. If we will not stand against ableism, discrimination, harassment and hate speech, what are we actually standing for?

Respectfully,

Sara Rodrigues
830 Langley Street
Fall River, MA 02720

RECEIVED

18

City Council

From: Collin Dias <collind00@aol.com>
Sent: Tuesday, February 23, 2021 1:06 PM
To: City Council
Subject: [EXTERNAL] Citizens Input

2021 FEB 23 P 1:51

CITY CLERK
FALL RIVER, MA

Collin Dias
560 Ray Street, Fall River, Massachusetts, 02720
2/23/21 Fall River City Council Committee on Finance citizens input

Good afternoon Council President and members of the city council,

Mayor Coogan said I couldn't submit this citizens input to the Fall River School Committee last night, so I am submitting it to be read at the council meeting.

Good afternoon Mr. Mayor, and school committee members Mr. Hart, and Mr. Aguiar,

The troubling revelations revealed over the last week has cast another black cloud over our great community. There is a systematic issue in your school department. The revelations that have come to light over the past week, are not issues that have just came up, this an issue that has run amuck for months, if not years.

Faculty in the school department deserve an environment where they can freely conduct business without fear of bullying or retaliation. This school department needs a revamp; we need to restore integrity and accountability to the school department. There is an implanted system of back room deals, nepotism, quid pro quo, and bullying in the department. There are self interests being placed before the people's interests.

There needs to be a full, in-depth investigation into the Fall River School Department by a true outside source. The superintendent should've been placed on paid administrative leave, and standard operating procedures should have been followed.

The Committee of 4... Mark Costa, Joshua Hetzler, Mimi Larrivee, and Tom Khoury, you are all good people, I will not question your character, however, I will question your judgement. You need to explain your actions. We need to release the report. We need more transparency on this process. And we need to stop this toxic culture in the school department, and I challenge the committee of 4 to put your city first, and fire the superintendent, and investigate into how this happened in the first place.

And Lastly, Superintendent Malone, you should be ashamed of yourself.

Sent from my iPhone

City Council

From: acwdave <acwdave@aol.com>
Sent: Monday, February 22, 2021 8:17 PM
To: City Council
Subject: FW: RE: [EXTERNAL]

Sent from my Sprint Samsung Galaxy S10.

----- Original message -----

From: City Clerk <city_clerks@fallriverma.org>
Date: 2/22/21 7:38 PM (GMT-05:00)
To: 'acwdave' <acwdave@aol.com>
Subject: RE: [EXTERNAL]

Thank you for your email.

I can certainly send this along to the Council members, but if this is intended for Citizen Input, please forward to the Council Office at city_council@fallriverma.org.

Citizens Input must be received before 3:00 pm tomorrow.

Alison M. Bouchard

City Clerk

One Government Center

Fall River, MA 02722

T: 508-324-2220

F: 508-324-2211

Website: www.fallriverma.org

18

From: acwdave [mailto:acwdave@aol.com]
Sent: Monday, February 22, 2021 6:01 PM
To: City Clerk <city_clerks@fallriverma.org>
Subject: [EXTERNAL]

Dear President Ponte, Vice President Laliberte and members of the councilors.

First off, I want to thank President Ponte and councilor Cadime for their leadership and expression on the superintendent and putting a no confidence on him on tonight's agenda. To bad we have school committee members accept 2 that care about our school system. So I heard the school district is coming before this council soon about needing more money for the school sports fields. I am strongly recommending this city council to not approve and give any more additional money besides what we have to give. The blame is on the school committee not the city council. They dropped the ball..

Thank you.

Be safe

David Oliveira

Sent from my Sprint Samsung Galaxy S10.

REGULAR MEETING OF THE CITY COUNCIL

MEETING: Tuesday, February 23, 2021 at 7:00 p.m.
Zoom (Virtual Meeting Application) pursuant to the Governor's Declaration of State of Emergency due to the Coronavirus (COVID-19) pandemic

PRESENT: President Cliff Ponte, presiding;
Councilors Shawn E. Cadime, Michelle M. Dionne,
Bradford L. Kilby, Pam Laliberte-Lebeau, Trott Lee, Christopher M. Peckham,
Leo O. Pelletier and Linda M. Pereira

ABSENT: None

IN ATTENDANCE: None

President Cliff Ponte called the meeting to order at 7:46 p.m. with a moment of silence followed by a salute to the flag and announced that the meeting may be recorded with audio or video and transmitted through any medium.

PRIORITY MATTERS

1. Mayor and loan order in the amount of \$4,911,047 for Phase II repairs to the Samuel Watson Elementary School
A motion made by Councilor Bradford L. Kilby and seconded by Councilor Linda M. Pereira to authorize the loan order to be published and referred to the Committee on Finance was objected to by Councilor Shawn E. Cadime and laid on the table in accordance with the City Charter.
2. Mayor and loan order in the amount of \$1,800,000 for constructing a synthetic turf varsity baseball field at B.M.C. Durfee High School
A motion made by Councilor Bradford L. Kilby and seconded by Councilor Linda M. Pereira to authorize the loan order to be published and referred to the Committee on Finance was objected to by Councilors Shawn E. Cadime and Michelle M. Dionne and laid on the table in accordance with the City Charter.

PRIORITY COMMUNICATIONS

3. Traffic Commission recommending amendments to traffic ordinances
On a motion made by Councilor Linda M. Pereira and seconded by Councilor Christopher M. Peckham, it was voted 9 yeas to refer the matter to the Committee on Ordinances and Legislation.

COMMITTEE REPORTS – None

ORDINANCES

Second Reading and enrollment:

4. Proposed Ordinance – Traffic, Miscellaneous

On a motion made by Councilor Michelle M. Dionne and seconded by Councilor Christopher M. Peckham, it was voted 9 yeas that the proposed ordinance be passed through second reading and enrollment. On a further motion made by Councilor Linda M. Pereira and seconded by Councilor Christopher M. Peckham, it was voted 9 yeas that the proposed ordinance be passed to be ordained.

Approved, February 24, 2021, Paul E. Coogan, Mayor

5. Proposed Ordinance EMS – Administrative Assistant

On a motion made by Councilor Linda M. Pereira and seconded by Councilor Michelle M. Dionne, it was voted 9 yeas that the proposed ordinance be passed through second reading and enrollment. On a further motion made by Councilor Linda M. Pereira and seconded by Councilor Michelle M. Dionne, it was voted 9 yeas that the proposed ordinance be passed to be ordained.

Approved, February 24, 2021, Paul E. Coogan, Mayor

RESOLUTIONS

6. Committee on Ordinances and Legislation convene to discuss a Public Art Policy
Councilor Michelle M. Dionne stated that Fall River was designated as one of 50 Cultural Districts in the Commonwealth of Massachusetts and with that designation Fall River needs to have a Public Art Policy and this resolution will begin the process. On a motion made by Councilor Bradford L. Kilby and seconded by Councilor Leo O. Pelletier, it was voted 9 yeas to adopt the resolution.

7. City Council support vote of no confidence against Matthew H. Malone, Superintendent of Schools

Councilor Shawn E. Cadime stated that buildings do not teach children, people teach children. He also stated that he received a letter from the attorney representing the Superintendent of Schools to cease and desist from making public comments on the matter. Councilor Pam Laliberte-Lebeau stated that there are numerous complaints against the Superintendent of Schools and he has not had his employment terminated, but a teacher was fired last year for one Facebook post. She then stated that there are five pending Massachusetts Commission Against Discrimination (MCAD) complaints regarding the Superintendent of Schools, which were confirmed by Corporation Counsel. Councilor Leo O. Pelletier stated that this matter is going to get worse, as more people are coming forward to report discrimination and bullying by the Superintendent of Schools. Councilor Christopher M. Peckham stated that no employee of the Fall River School Department should feel uneasy and afraid to report to work each day. Councilor Linda M. Pereira stated that social media is our downfall and unfortunately is causing a lack of qualified candidates to apply for vacant positions in the City. Council President Cliff Ponte read the following highlights from the mission statement of the Fall River Public Schools:

- *Students will attain their fullest potential and become responsible members of society*
- *We are committed to educating in a respectful, safe, healthy, and supportive environment*
- *Not only do we prohibit discrimination of any kind – based upon race, color, gender identity, religion, national origin, sexual orientation, homelessness, or disability – we proactively reach out to all students to ensure that active participation in all curricular and extracurricular programs*
- *Equal educational opportunity is not only a legal requirement; but something we earnestly pursue*

He then stated that the Superintendent of Schools has not upheld this mission and has disrespected and discriminated against teachers and paraprofessionals and that is not acceptable. On a motion made by Councilor Christopher M. Peckham and seconded by Councilor Shawn E. Cadime, it was voted 8 yeas to adopt the resolution, with Councilor Bradford L. Kilby voting present. On a further motion made by Councilor Shawn E. Cadime and seconded by Councilor Christopher M. Peckham, it was voted 8 yeas to forward a letter to the Superintendent of Schools requesting his resignation (copy of said letter is attached hereto and made a part of these minutes), with Councilor Bradford L. Kilby voting present. On yet a further motion made by Council President Cliff Ponte and seconded by Councilor Michelle M. Dionne, it was voted 8 yeas to forward a letter to the Superintendent of Schools, School Committee and Attorney Bruce Assad requesting the release of the \$25,000.00 investigative report regarding the Superintendent of Schools (copy of said letters are attached hereto and made a part of these minutes), with Councilor Bradford L. Kilby voting present.

CITATIONS – None

ORDERS – HEARINGS – None

ORDERS – MISCELLANEOUS

8. Police Chief's report on licenses:
2021 Taxicab Driver:
 Michael Souza

On a motion made by Councilor Christopher M. Peckham and seconded by Councilor Michelle M. Dionne, it was voted 9 yeas to adopt the order.

9. Auto Repair Shop License Renewals:
 Jose M. Beirao, Beirao's Auto Repair Co., Inc., located at 830 Globe Street
 Kirk Carrier, Kirk's Transmission, Inc., located at 461 Globe Street

On a motion made by Councilor Michelle M. Dionne and seconded by Councilor Christopher M. Peckham, it was voted 9 yeas to adopt the order.
 Approved, February 24, 2021, Paul E. Coogan, Mayor

COMMUNICATIONS – INVITATIONS – PETITIONS

10. Claims

On a motion made by Councilor Christopher M. Peckham and seconded by Councilor Shawn E. Cadime, it was voted 9 yeas to refer the matter to Corporation Counsel.

City Council Meeting Minutes:

11. Regular Meeting of the City Council – February 9, 2021

On a motion made by Councilor Christopher M. Peckham and seconded by Councilor Leo O. Pelletier, it was voted 9 yeas to approve the minutes.

12. Assistant Corporation Counsel's response to Open Meeting Law complaint filed by Patrick Higgins re: City Council Committee on Ordinances and Legislation on February 2, 2021

On a motion made by Councilor Christopher M. Peckham and seconded by Councilor Michelle M. Dionne, it was voted 9 yeas that the communication be accepted and placed on file.

13. Attorney General's Office response to Asst. Corporation Counsel re: Open Meeting Law complaint filed by Collin Dias regarding the City Council Meeting of July 14, 2020

On a motion made by Councilor Christopher M. Peckham and seconded by Councilor Leo O. Pelletier, it was voted 9 yeas that the communication be accepted and placed on file.

BULLETINS – NEWSLETTERS – NOTICES

14. Notice of Casualty and Loss at 551 Rock Street

On a motion made by Councilor Christopher M. Peckham and seconded by Councilor Leo O. Pelletier, it was voted 9 yeas that the communication be accepted and placed on file.

ITEMS FILED AFTER THE AGENDA DEADLINE:
CITY COUNCIL MEETING DATE: FEBRUARY 23, 2021

OTHER POTENTIAL MATTERS (to be acted upon if recommendations are received)

COMMITTEE REPORTS

Committee on Finance recommending:

- 3a. Five Year Capital Improvement Plan

On a motion made by Councilor Leo O. Pelletier and seconded by Councilor Christopher M. Peckham, it was voted 2 yeas, 7 nays to adopt the Capital Improvement Plan, with Councilors Bradford L. Kilby and Linda M. Pereira voting in the affirmative, and the motion failed to carry. On a further motion made by Councilor Shawn E. Cadime and seconded by Councilor Christopher M. Peckham, it was voted 9 yeas to refer the matter to the Committee on Finance.

- 3b. Five Year Financial Forecast

On a motion made by Councilor Linda M. Pereira and seconded by Councilor Leo O. Pelletier, it was voted 9 yeas that the Five Year Financial Forecast be accepted and placed on file.

Committee on Public Works and Transportation recommending:

- 3c. Street opening request for pavement less than five years – 140 Manchester Street

On a motion made by Councilor Linda M. Pereira and seconded by Councilor Michelle M. Dionne, it was voted 9 yeas to approve the request with the conditions listed by the City Engineer.

On a motion made by Councilor Michelle M. Dionne and seconded by Councilor Christopher M. Peckham, it was voted 9 yeas to adjourn at 8:57 p.m.

List of documents and other exhibits used during the meeting:

Agenda packet (attached)
DVD of meeting

A true copy. Attest:


City Clerk



City of Fall River Massachusetts
Office of the City Clerk

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ALISON M. BOUCHARD
CITY CLERK

INÊS LEITE
ASSISTANT CITY CLERK

February 24, 2021

Matthew H. Malone
Superintendent of Schools
417 Rock Street
Fall River, MA 02720

Dear Superintendent Malone:

At a meeting of the Fall River City Council held on February 23, 2021, the enclosed resolution was discussed at length. Said resolution, places the City Council on record in support of a vote no confidence, and further requests your immediate resignation.

With the exception of Brad Kilby, who voted "present", the resolution was adopted by a vote of 8 yeas.

The City Council has requested that you submit your resignation, effective immediately.

Sincerely,

Alison M. Bouchard
City Clerk

City of Fall River, In City Council

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(Councilor Shawn E. Cadime)
(Councilor Michelle M. Dionne)

WHEREAS, there have been a number of issues regarding the behavior of the Superintendent of Schools, Matthew H. Malone, and

WHEREAS, many School Department employees stated that their work environment is toxic, consisting of bullying, intimidation and harassment, and

WHEREAS, many employees have not come forward due to the fear of retribution and the possibility of losing their employment, now therefore

BE IT RESOLVED, that the City Council go on record in support of a vote of no confidence against Matthew H. Malone, Superintendent of Schools, and

BE IT FURTHER RESOLVED, that the City Council go on record requesting that Matthew H. Malone resign immediately as the Superintendent of Schools.

In City Council, February 23, 2021
Adopted, 8 yeas.

A true copy. Attest:

Elison M. Bouchard

City Clerk



City of Fall River Massachusetts
Office of the City Clerk

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ALISON M. BOUCHARD
CITY CLERK

INÊS LEITE
ASSISTANT CITY CLERK

February 24, 2021

Matthew H. Malone
Superintendent of Schools
417 Rock Street
Fall River, MA 02720

Dear Superintendent Malone:

At a meeting of the Fall River City Council held on February 23, 2021 a discussion was held regarding a resolution for a vote of no confidence against the Superintendent of Schools. During that discussion and on a motion made and seconded, it was voted 8 yeas to send a letter requesting the release of the \$25,000.00 investigative report regarding the Superintendent of Schools.

The City Council has requested that you release this report to the City Council immediately.

Sincerely,

Alison M. Bouchard
City Clerk

/ct



City of Fall River Massachusetts
Office of the City Clerk

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ALISON M. BOUCHARD
CITY CLERK

INÊS LEITE
ASSISTANT CITY CLERK

February 24, 2021

Fall River School Committee
417 Rock Street
Fall River, MA 02720

Dear Members of the School Committee:

At a meeting of the Fall River City Council held on February 23, 2021 a discussion was held regarding a resolution for a vote of no confidence against the Superintendent of Schools. During that discussion and on a motion made and seconded, it was voted 8 yeas to send a letter requesting the release of the \$25,000.00 investigative report regarding the Superintendent of Schools.

The City Council has requested that you release this report to the City Council immediately.

Sincerely,

Alison M. Bouchard
City Clerk

/ct



City of Fall River Massachusetts
Office of the City Clerk

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ALISON M. BOUCHARD
CITY CLERK

INÈS LETTE
ASSISTANT CITY CLERK

February 24, 2021

Attorney Bruce A. Assad
Fall River School Department
417 Rock Street
Fall River, MA 02720

Dear Attorney Assad:

At a meeting of the Fall River City Council held on February 23, 2021 a discussion was held regarding a resolution for a vote of no confidence against the Superintendent of Schools. During that discussion and on a motion made and seconded, it was voted 8 yeas to send a letter requesting the release of the \$25,000.00 investigative report regarding the Superintendent of Schools.

The City Council has requested that you release this report to the City Council immediately.

Sincerely,

Alison M. Bouchard
City Clerk

/ct