

City of Fall River Massachusetts

Office of the City Clerk

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2021 MAR 19 A 11:13

CITY CLERK
FALL RIVER, MA

ALISON M. BOUCHARD
CITY CLERK

INÊS LEITE
ASSISTANT CITY CLERK

MEETINGS SCHEDULED

TUESDAY, MARCH 23, 2021
CITY COUNCIL CHAMBER, ONE GOVERNMENT CENTER

AGENDA

5:30 P.M. CITY COUNCIL COMMITTEE ON ORDINANCES AND LEGISLATION MEETING

5:55 P.M. CITY COUNCIL PUBLIC HEARINGS (OR IMMEDIATELY FOLLOWING THE CITY COUNCIL COMMITTEE ON ORDINANCES AND LEGISLATION MEETING IF IT RUNS PAST 5:55 P.M.)

Street Acceptance

The acceptance of Lynwood Street, extending from Mariano S. Bishop Boulevard to a dead end, along with Way Street.

Pole Location

Massachusetts Electric Company for one new pole location as follows:

June Street

One (1) new pole location

Customer requested to install new 35 foot pole and secondary conductor to allow residence to be serviced via an overhead electrical service as opposed to an underground service. Pole will be approximately 63 feet from existing pole on June Street and will be numbered pole #2. In accordance with Plan No. 30321785 dated January 12, 2021.

6:00 P.M. CITY COUNCIL COMMITTEE ON FINANCE MEETING (OR IMMEDIATELY FOLLOWING THE PUBLIC HEARINGS IF THEY RUN PAST 6:00 P.M.)

1. Citizen Input
2. *Loan order – \$2,100,000 for improvements to several city buildings (referred 3-9-2021)
3. *Loan order – \$390,000 for an excavator for the Department of Community Maintenance and a bucket truck with lift for the Police Department (referred 3-9-2021)
4. *Loan order – \$2,700,000 for constructing a building at Fire Headquarters to house Rescue-7 and the crew (referred 3-9-2021)

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 order appropriating \$1,738,680 as follows:
 - a. \$1,282,529 from the Employer Trust Fund to the School Appropriation
 - b. \$ 456,151 from the State and County Assessments to the School Appropriation (objected to on 3-9-2021)

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

2. *Mayor and Memorandum of Understanding between the Fall River Police Association, MassCOP Local 1854, and the City of Fall River
3. *Mayor and order re: Confirmatory Taking of Assessors' Parcel ID No. H20-0021 (Kuss Middle School)
4. *Council President re: establishment of policy on use of City Council Attorney
5. *Planning Board and resolution to include the Notre Dame Rectory (529 Eastern Avenue) and adjacent parcels in the Central HD Zone

PRIORITY COMMUNICATIONS – None

COMMITTEE REPORTS – None

ORDINANCES – None

RESOLUTIONS

6. *Committee on Finance convene with Administration to discuss plan for use of anticipated funding to be received through Stimulus Plan

CITATIONS

7. *Students and faculty of Diman Regional Vocational Technical High School Electricity Program

ORDERS – HEARINGS

8. Street Acceptance:
Acceptance of Lynwood Street, extending from Mariano S. Bishop Boulevard to a dead end, along with Way Street
9. Pole Location:
Massachusetts Electric Company for one new pole location on June Street

ORDERS – MISCELLANEOUS

10. City Engineer prepare plans for the acceptance of Detroit Street extending from Stevens Street to Omaha Street
11. Police Chief's Report on Licenses:
Taxicab Drivers:
Debra G. Bertrand Jean P. Charlot Nicholas Costa

2021 Second Hand License Renewals:

Curt Barreira d/b/a Jimmy Jr's Tire Service – 729 Davol Street
 William Leach d/b/a Marine Consignment of Fall River – 75 Ferry Street
 Wayne Confoey d/b/a Cash for Gold – 1503 Pleasant Street
 ecoATM, LLC – 638 Quequechan Street
 Pawtucket Pawnbrokers Too, Inc. – 302 South Main Street
 New England Pawn, Inc. – 407 South Main Street
 Joseph Bilan, BP Auto Service Repair, Inc. – 1091 South Main Street
 Patenaude Jewelers, Inc. – 1473 South Main Street
 Alan Confoey d/b/a Alan's Jewelry – 1661 South Main Street
 ecoATM, LLC – 4171 North Main Street

2021 Pawnbroker License Renewals:

Pawtucket Pawnbrokers Too, Inc. – 302 South Main Street
 New England Pawn, Inc. – 407 South Main Street

COMMUNICATIONS – INVITATIONS – PETITIONS

12. *Claims
13. City Council Meeting Minutes:
*Committee on Finance – February 9, 2021
14. *Open Meeting Law Complaint filed by Patrick Higgins re: alleged violation by the City Council Committee on Regulations on March 8, 2021

BULLETINS – NEWSLETTERS – NOTICES

15. Notice of Casualty and Loss at 130 Bigelow Street


City Clerk

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

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

COMMITTEE REPORTS

Committee on Ordinances and Legislation recommending:

All readings with Emergency Preamble:

- 5a. Proposed Ordinance – Traffic, Handicapped Parking
First reading:
- 5b. Proposed Ordinance – Traffic, Miscellaneous
- 5c. Proposed Ordinance – Abutters Lot Program

Committee on Finance recommending:

Action:

- 5d. Loan order – \$2,100,000 for improvements to several city buildings
- 5e. Loan order – \$390,000 for an excavator for the Department of Community Maintenance and a bucket truck with lift for the Police Department
- 5f. Loan order – \$2,700,000 for constructing a building at Fire Headquarters to house Rescue-7 and the crew

LOAN ORDER

(City Building Improvements)

ORDERED: That the City appropriates the amount of Two Million One Hundred Thousand Dollars (\$2,100,000) to be used for the improvements of several City buildings, including the payment of all cost incidental or related thereto:

Police Station – Windows replacements, HVAC, & Chiller	\$975,000
Library – Boiler	\$250,000
Fire Departments – Overhead doors, boiler, & generator	\$515,000
Parking Garages – Roof repairs & lighting	\$360,000

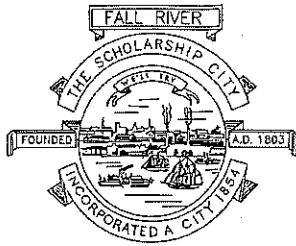
To meet this appropriation, the City Treasurer, with the approval of the Mayor, is authorized to borrow said sum under and pursuant to G.L. c. 44, §7(1), or pursuant to any other enabling authority, and to issue bonds or notes of the City therefor; the amount of the borrowing is to be reduced by any federal or state funds that the City may receive on account of the projects prior to the issuance of any bonds or notes hereunder. Any premium received by the City upon the sale of any bonds or notes approved by this vote, may be applied to the payment of costs approved by this vote in accordance with G.L. c. 44, §20, thereby reducing the amount authorized to be borrowed to pay such costs by a like amount.

BE IT 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 G.L. c. 44A 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.

CITY OF FALL RIVER
IN CITY COUNCIL

MAR 09 2021

*Authorized to be published
and referred to the
Committee on Finance*



PAUL E. COOGAN
Mayor

City of Fall River
Massachusetts
Office of the Mayor

FINANCE 2
RECEIVED

2021 MAR -4 P 4: 25

CITY CLERK
FALL RIVER, MA

March 4, 2021

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

Dear Honorable Council Members:

Director of Facilities & Maintenance Christopher Gallagher is respectfully requesting that the City appropriate the sum of \$2,100,000 for the purpose of improvements of several City buildings. This appropriation is requested in the form of a loan order.

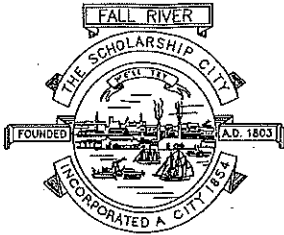
Your approval of appropriation/loan order is respectfully requested.

Best Regards,

Paul E. Coogan
Paul E. Coogan
Mayor

CITY OF FALL RIVER
IN CITY COUNCIL
MAR 09 2021

a/c placed on file



City of Fall River
Massachusetts

FINANCE 2

Department of Facilities Maintenance

· Groundskeeping · Electrical · Carpentry · Plumbing · Custodial · Painting · HVAC

PAULE COOGAN
Mayor

CHRIS GALLAGHER
Director

TAMMY MOUTINHO
Project Manager & Purchasing Agent

March 4, 2021

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

Dear Honorable Council Members:

As the Director of Facilities Maintenance, I am respectfully requesting authorization in the amount of \$2,100,000 for building repairs. Currently the Library is in need of a boiler; both the 3rd Street Garage as well as the Pearl Street Garage need roof and other repairs including additional spaces and lighting; the windows need replacement at the police station and the HVAC & Chiller are in poor condition and need replacement; and lastly the fire department needs, the boiler and controls need to be replaced at the Candeias fire station, the generator needs replacement as well as a transfer to natural gas from propane at the Central station and the complete the overhead door projects the remaining doors at headquarters and Candeias need replacement.

Your approval of appropriation/loan order is respectfully requested.

Best Regards,

Christopher Gallagher,
Director of Facilities Maintenance

TREASURER'S
21 MAR 4 PM 2:44

CITY CLERK
FALL RIVER, MA

2021 MAR -4 P 4:26

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LOAN ORDER

(Departmental Equipment)

ORDERED: That the City appropriates the amount of Three Hundred Ninety Thousand Dollars (\$390,000) to be used for the purchase of departmental equipment, including the payment of all cost incidental or related thereto:

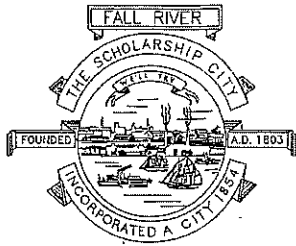
Dept of Community Maintenance – Excavator	\$240,000
Police Department – Bucket Truck with Lift	\$150,000

To meet this appropriation, the City Treasurer, with the approval of the Mayor, is authorized to borrow said sum under and pursuant to G.L. c. 44, §7(1), or pursuant to any other enabling authority, and to issue bonds or notes of the City therefor; the amount of the borrowing is to be reduced by any federal or state funds that the City may receive on account of the projects prior to the issuance of any bonds or notes hereunder. Any premium received by the City upon the sale of any bonds or notes approved by this vote, may be applied to the payment of costs approved by this vote in accordance with G.L. c. 44, §20, thereby reducing the amount authorized to be borrowed to pay such costs by a like amount.

BE IT 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 G.L. c. 44A 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.

CITY OF FALL RIVER
IN CITY COUNCIL
MAR 09 2021

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to the Committee on
Finance*



PAUL E. COOGAN
Mayor

City of Fall River
Massachusetts
Office of the Mayor

FINANCE 3

RECEIVED

2021 MAR -4 P 4: 25

CITY CLERK
FALL RIVER, MA

March 4, 2021

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

Dear Honorable Council Members:

Director of Community Maintenance John Perry and Police Chief Jeffrey Cardoza are respectfully requesting that the City appropriate the sum of \$390,000 for the purpose of an excavator for the Department of Community Maintenance and a bucket truck with lift for the Police Department. This appropriation is requested in the form of a loan order.

Your approval of appropriation/loan order is respectfully requested.

Best Regards,

Paul E. Coogan
Paul E. Coogan
Mayor

CITY OF FALL RIVER
IN CITY COUNCIL
MAR 09 2021

a/c placed on file

City of Fall River
Massachusetts
Department of Community Maintenance
CEMETERIES • TREES • PARKS • SANITATION • ENGINEERING
STREETS & HIGHWAYS • TRAFFIC & PARKING • VEHICLES

FINANCE 3

Administrative Services Division

PAUL E. COOGAN
Mayor

JOHN A. PERRY JR.
Director

March 4, 2021


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

Dear Honorable Council Members:

As the Director of Community Maintenance, I am respectfully requesting authorization in the amount of \$240,000 for purchase of an excavator. Currently the department is rental an excavator for an annual rental of \$48,000.

Your approval of appropriation/loan order is respectfully requested.

Best Regards,


John Perry,
Director of Community Maintenance

CITY CLERK
FALL RIVER, MA

2021 MAR -4 P 4: 26

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City of Fall River, Massachusetts

Police Department

Office of the Chief of Police
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FINANCE 3

Jeffrey Cardoza
Chief of Police

2021 MAR -4 P 4: 26

CITY CLERK
FALL RIVER, MA

685 Pleasant St.
Fall River, MA 02721
Tel. 508-324-2787
Fax: 508-324-2809
TDD: 508-324-2790

Mrs. Mary Sahady

March 4, 2021

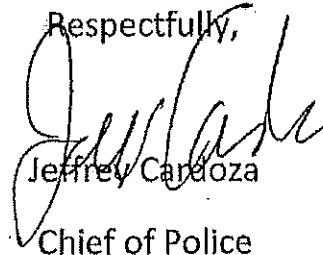
City of Fall River

Treasurer Office

Mrs. Sahady,

I would like to respectfully request the purchase of a bucket truck for our Signal Division. I have attached documentation from our Electrician, Chris Hathaway that articulates the work the truck would be used for as well as safety concerns.

Respectfully,


Jeffrey Cardoza
Chief of Police

FINANCE 3

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2021 MAR -4 P 4: 26

To: Chief Jeff Cardoza
From: Chris Hathaway, Electrician I, FRPD
Date: 3/4/2021

CITY CLERK _____
FALL RIVER, MA

RE: Signal Division FY22 Vehicle Request

Sir, the Signal Division maintains 60 Traffic Signals, 5 intersection flashing signals, 26 School zone signals and also Cameras throughout the City. The current Bucket truck we have is a 2009 Ford F350, with a 29' boom. The bucket has a capacity of 300lbs with a liner weighing 50lbs and tools at 25lbs, which leaves the person in the bucket to weigh a maximum of 225lbs. These weight figures also do not include any of the traffic signals we bring up with us in hand.

The current bucket truck also does not have the capability of hoisting materials which are needed when working on traffic signals. In order to perform our duties with the bucket truck we need to assemble the traffic lights while in the air – hovering over an intersection. Assembling traffic signals on scene causes the intersection to be down longer than necessary as well as causing a safety hazard by assembling parts overhead with the possibility of dropping heavy items onto the roadway.

The standards for traffic signals have change drastically in recent years which has made the mast arms and span poles that hold traffic signals over the roadway much larger in height and length. With the current truck only being a 29' boom we are limited to reaching the top of some of the newer poles and that makes it difficult to safely do our job with the equipment. With the increased traffic signal budget over the past 4 years we have been able to do much needed maintenance to the traffic signals and a new bucket truck will allow us to do our job efficiently and safely.

The current truck has a lot of rust on the undercarriage and with the age of vehicle it will slowly start to need costly repairs in excess to the repairs that were already done.

I am respectfully asking that the new Bucket Truck be purchased in this FY22 budget in order to do our job efficiently and safely abiding by OSHA and the Department of Public Safety regulations. The cost for a new bucket truck with equipment needed would be \$150,000.00

Thank You,

Chris Hathaway

(EMS Equipment Storage Building)

ORDERED: That the City appropriates the amount of Two Million Seven Hundred Thousand Dollars (\$2,700,000) to be used for the construction of a metal building to store EMS equipment, including the payment of all cost incidental or related thereto.

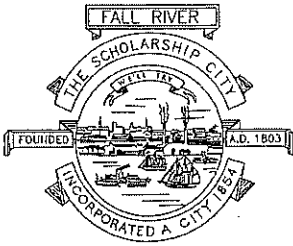
To meet this appropriation, the City Treasurer, with the approval of the Mayor, is authorized to borrow said sum under and pursuant to G.L. c. 44, §7(1), or pursuant to any other enabling authority, and to issue bonds or notes of the City therefor; the amount of the borrowing is to be reduced by any federal or state funds that the City may receive on account of the projects prior to the issuance of any bonds or notes hereunder. Any premium received by the City upon the sale of any bonds or notes approved by this vote, may be applied to the payment of costs approved by this vote in accordance with G.L. c. 44, §20, thereby reducing the amount authorized to be borrowed to pay such costs by a like amount.

BE IT 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 G.L. c. 44A 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.

CITY OF FALL RIVER
IN CITY COUNCIL

MAR 09 2021

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Finance*



PAUL E. COOGAN
Mayor

City of Fall River
Massachusetts
Office of the Mayor

FINANCE 4

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2021 MAR -4 P 4:25

CITY CLERK _____
FALL RIVER, MA

March 4, 2021

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

Dear Honorable Council Members:

Fire Chief Lynch and Director Oliveira is respectfully requesting that the City appropriate the sum of \$2,700,000 for the purpose of constructing a building at fire headquarters (140 Commerce Drive). The purpose of the building will house Rescue-7 and the crew. In addition, the second floor will be for storage of medical supplies and a classroom to train ems/fire and police department personnel. This appropriation is requested in the form of a loan order.

Your approval of appropriation/loan order is respectfully requested.

Best Regards,

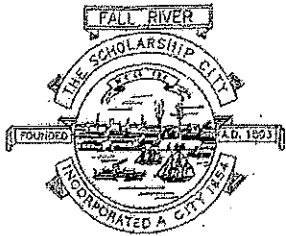
Paul E. Coogan

Paul E. Coogan
Mayor

CITY OF FALL RIVER
IN CITY COUNCIL

MAR 09 2021

a/c placed on file



City of Fall River
Massachusetts
Fire Department Headquarters
Emergency Medical Services

FINANCE 4

PAUL E. COOGAN
Mayor

JOHN D. LYNCH
Fire Chief

TIMOTHY OLIVEIRA
EMS Director

9/15/2020
Mayor Paul E. Coogan
1 Government Center
Fall River< Ma 02722

The Emergency Medical Services Division is seeking to build a building at the 140 Commerce Drive location. The building will house Rescue-7 and the crew.


The increased space will also house our spare medical rescues which at the moment we do not have space in the fire stations. This causes some rescues to be stored outdoors. The department also has been forced to store medical supplies in a connex box due to lack of space.

The building will have 4 apparatus bays with crew quarters. It will have a second floor for storage of medical supplies with a classroom to train ems/fire and police department personnel.


The cost of the building through Chris Gallagher would be approximately 1.2 million dollars. The city has completed the conservation survey and the exploratory drilling process. Diman Regional High School students will be taking part in the erection of this building to cut costs for the build. This is a critical Capital Project which we hope to proceed with immediately, with the Administrations approval.

We are hopeful this project can move forward.

John D. Lynch


Fire Chief
City of Fall River

Tim Oliveira


Director of EMS

Cc: Mary Sahady,CFO
Chris Gallagher, Director of Buildings and Grounds

CITY CLERK
FALL RIVER, MA

2021 MAR -4 P 4: 27

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FINANCE 4



KEOUGH
CONSTRUCTION MANAGEMENT

Construction Cost Estimate

Conceptual Cost Estimate

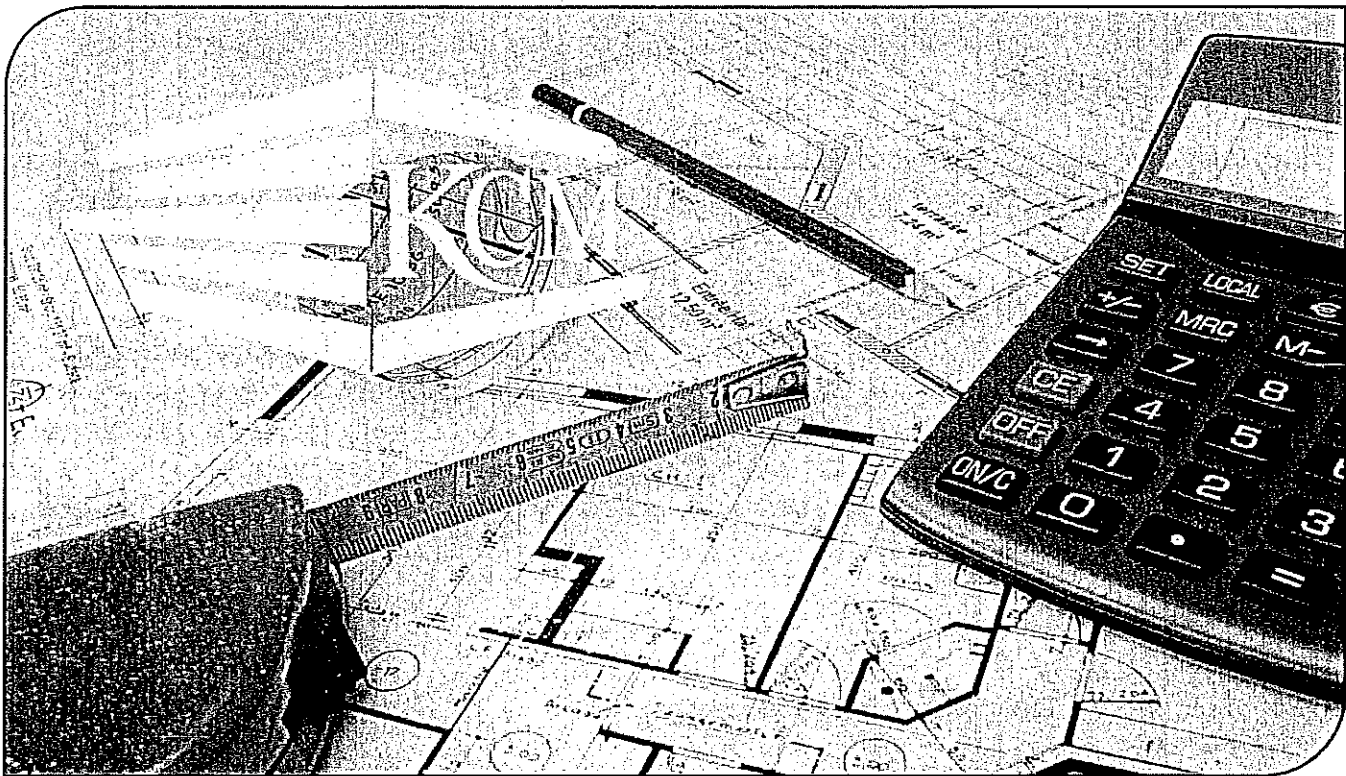
Project: Fall River Ambulatory Addition
140 Commerce Drive
Fall River, MA 02720

Prepared for: William Starck Architects
126 Cove Street
Fall River, MA 02720

CITY CLERK
FALL RIVER, MA

2021 MAR -4 P 4:27

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Prepared by: Keough Construction Management
312 Waterman Ave
East Providence, RI 02917

Date: Monday, November 23, 2020

Revision 3



Clarifications

Monday, November 23, 2020

Revision 3

Basis of Estimate

l/f = Linear Foot, s/f = Square Foot, cy = Cubic Yard, cf = Cubic Foot, ea. = each, Allow = Allowance, ls = Lump Sum, gal = Gallons, fmo = Fully Maintained and operated, RW = regular weight, cmd = Crew man day, N.I.C.-Not In Contract, cfm = cubic feet per minute

This Probable Cost Opinion is based on the to scale floor plans and elevations supplied by William Starck Architects dated 11/20/20. The proposed project location is in Fall River, MA

FF&E cost have been excluded. We have carried a 10% contingency for unanticipated estimating/design unknowns. An Owner's contingency is not included. The labor cost associated with this estimate reflects open shop wages. We exclude a Project Labor Agreement. We assume Escalation is at 4% per year for 12 months, since we do not know when the project will be awarded. Cost estimate provided is prepared with no special requirements stipulated by project funding. Owner's project management fee is included.

Excluded Items

Owner's Contingency
Hazardous material/environmental reports and testing
Property surveys
Removal of hazardous building materials
Rock/ledge removal
Tel/data equipment and wiring
Security equipment and infrastructure including card access readers
Audio and paging systems
AV equipment and infrastructure
Furniture, Fittings & Equipment

FINANCE 4



KEOUGH
CONSTRUCTION MANAGEMENT

Prepared for: William Starck Architects	Revision: 3	Date: 23-Nov-20
Project: Fall River Ambulatory Addition	Estimator: TD	
Location: Fall River, MA 02720	S/F: 9,120 gsf	
Description: Conceptual Cost Estimate	Projected Construction Duration: 7 months	

Description	Division Total	% of Cost	Cost / SF
ARCHITECTURAL			
DIVISION 02 - EXISTING CONDITIONS	\$ 13,459	0.5%	\$1.48
DIVISION 03 - CONCRETE	\$ 149,705	5.4%	\$16.42
DIVISION 04 - MASONRY	\$ 53,288	1.9%	\$5.84
DIVISION 05 - METALS	\$ 29,537	1.1%	\$3.24
DIVISION 06 - WOOD, PLASTICS, & COMPOSITES	\$ 8,041	0.3%	\$0.88
DIVISION 07 - THERMAL & MOISTURE PROTECTION	\$ 8,908	0.3%	\$0.98
DIVISION 08 - OPENINGS	\$ 277,115	10.0%	\$30.39
DIVISION 09 - FINISHES	\$ 98,431	3.6%	\$10.79
DIVISION 10 - SPECIALTIES	\$ 3,390	0.1%	\$0.37
DIVISION 11 - EQUIPMENT	\$ 1,120	0.0%	\$0.12
DIVISION 12 - FURNISHINGS	\$ 960	0.0%	\$0.11
DIVISION 13 - SPECIAL CONSTRUCTION	\$ 370,077	13.4%	\$40.58
DIVISION 14 - CONVEYING EQUIPMENT	\$ -		
MECHANICAL			
DIVISION 21 - FIRE SUPPRESSION	\$ 39,341	1.4%	\$4.31
DIVISION 22 - PLUMBING	\$ 80,174	2.9%	\$8.79
DIVISION 23 - HVAC	\$ 87,452	3.2%	\$9.59
ELECTRICAL			
DIVISION 26 - ELECTRICAL	\$ 125,830	4.6%	\$13.80
DIVISION 27 - COMMUNICATIONS	\$ 3,777	0.1%	\$0.41
DIVISION 28 - ELECTRONIC SAFETY & SECURITY	\$ 25,965	0.9%	\$2.85
SITework			
DIVISION 31 - EARTHWORK	\$ 107,753	3.9%	\$11.82
DIVISION 32 - EXTERIOR IMPROVEMENTS	\$ 34,890	1.3%	\$3.83
DIVISION 33 - EXTERIOR UTILITIES	\$ 174,862	6.3%	\$19.17
TRADE CONTRACTORS SUBTOTAL	\$ 1,694,076	61.3%	\$185.75
PROCUREMENT, GENERAL CONDITIONS & ESCALATION			
DIVISION 00 - PROCUREMENT & CONTRACTING REQUIREMENTS	\$ 299,269	10.8%	\$32.81
DIVISION 01 - GENERAL REQUIREMENTS	\$ 69,728	2.5%	\$7.65
4% Construction Escalation Compounded Over 1 years	\$ 82,523	3.0%	\$9.05
TOTAL CONSTRUCTION COST	\$ 2,145,596	77.7%	\$235.26
DESIGN, CONTINGENCIES, & OWNER COSTS			
Design and Estimating Contingency (10% of Construction Cost)	\$ 214,560	7.8%	\$23.53
Design Cost (10% of Construction Cost)	\$ 236,016	8.5%	\$25.88
FF & E	nic		
Owner's Project Management Fee	\$ 165,211	6.0%	\$18.12
Owner's Project Contingency (0% of Project Cost)	owners master budget		
TOTAL PROJECT COST	\$ 2,761,382	100.0%	\$302.73

FINANCE 4



KEOUGH
CONSTRUCTION MANAGEMENT

Prepared for **William Starck Architects**

Revision 3

Date: 23-Nov-20

Project: **Fall River Ambulatory Addition**

Estimator: TD

Location: Fall River, MA 02720

S/F: 9,120 gsf

Description: **Conceptual Cost Estimate**

Projected Construction Duration: 7 months

Division	Description	Qty	Unit	Cost	Line Item Total	Division Subtotal
DIVISION 02 - EXISTING CONDITIONS						
02 06 00	Schedules for Existing Conditions					
02 06 14	Geotechnical Data Report			\$ -	\$ -	
02 21 00	Surveys					
02 21 13	Site Layout	2.0	day	\$ 2,500.00	\$ 5,000	
02 26 00	Hazardous Material Assessment					
02 26 23	Asbestos Assessment			\$ -	by owner	
02 41 00	Demolition					
02 41 13	Selective Site Demolition	2	cmd	\$ 4,000.00	\$ 8,000	
	Paving Removal				inc	
	Site Lighting				inc	
02 41 16	Structure Demolition			\$ -	\$ -	
02 41 19.16	Selective Interior Demolition			\$ -	\$ -	
02 56 00	Site Containment				nic	
02 82 00	Asbestos Remediation					
	Asbestos Abatement				nic	
02 83 00	Lead Remediation				nic	
	Permits and fees	1	ls	\$ 260.00	\$ 260	
	Trade contractor bond	1	ls	\$ 198.90	\$ 199	
Division 02 - Existing Conditions Sub-Total					\$	13,459
DIVISION 03 - CONCRETE						
03 11 00	Concrete Forming					
03 11 13	Structural Cast-in-Place Concrete Forming			\$ -	\$ -	
	Foundation Form Work			\$ -	\$ -	
	Continuous footing	720	sfca	\$ 8.00	\$ 5,760	
	Continuous footing - Interior CMU Walls	0	sfca	\$ 8.00	\$ -	
	Continuous wall	4320	sfca	\$ 8.50	\$ 36,720	
	Brick shelf	0	lf	\$ 12.00	\$ -	
	Exterior pad footings	576	sfca	\$ 8.00	\$ 4,608	
	Exterior pad footings - Canopy	0	sfca	\$ 8.00	\$ -	
	Exterior piers - Canopy	0	sfca	\$ 10.00	\$ -	
	Interior pad footings	64	sfca	\$ 8.00	\$ 515	
	Labor - Anchor bolts/leveling plates	21	set	\$ 75.00	\$ 1,575	
03 21 00	Reinforcement Bars					
03 21 11	Plain Steel Reinforcement Bars			\$ -	\$ -	
	Footings & Foundation Walls	6.5	tons	\$ 1,400	\$ 9,030	
	Slab on Grade (110# per cy)	11	tons	\$ 1,400	\$ 15,092	
03 21 11	Welded wire fabric reinforcing	1,320	sf	\$ 0.85	\$ 1,122	
03 30 00	Cast-in-Place Concrete					
03 30 53	Miscellaneous Cast-in-Place Concrete			\$ -	\$ -	
	Foundations			\$ -	\$ -	
	Building			\$ -	\$ -	
	Continuous footing	40	cy	\$ -	\$ -	
	Continuous footing - Interior CMU Walls	0	cy	\$ -	\$ -	
	Continuous wall	86	cy	\$ -	\$ -	
	Exterior pad footings	43	cy	\$ -	\$ -	
	Exterior pad footings - Canopy	0	cy	\$ -	\$ -	
	Exterior pier - Canopy	0	cy	\$ -	\$ -	
	Interior pad footings	3	cy	\$ -	\$ -	
	Slabs					
	Slab on grade	196	cy	\$ -	\$ -	
	Slab on deck	15	cy	\$ -	\$ -	
	Concrete on pan stair	2	cy	\$ -	\$ -	
	Total concrete +10% waste	423	cy	\$ 128.00	\$ 54,167	
	Labor - Place Concrete					
	Foundations, slabs, misc	423	cy	\$ 15.00	\$ 6,348	
	Slab Finish	9,120	sf	\$ 0.75	\$ 6,840	
	Pump Rental	5	day	\$ 1,200.00	\$ 6,000	
	Trade contractor bond	1	ls	\$ 1,928.83	\$ 1,929	
Division 03 - Concrete Sub-Total					\$	149,705
DIVISION 04 - MASONRY						
04 20 00	Unit Masonry			\$ -	\$ -	
04 21 00	Clay Unit Masonry					
04 22 00	Concrete Unit Masonry					
04 22 19	Insulated Concrete Unit Masonry			\$ -	\$ -	

FINANCE 4



KEOUGH
CONSTRUCTION MANAGEMENT

Prepared for **William Starck Architects**

Revision 3

Date: 23-Nov-20

Project: **Fall River Ambulatory Addition**

Estimator: TD

Location: Fall River, MA 02720

S/F: 9,120 gsf

Description: Conceptual Cost Estimate

Projected Construction Duration: 7 months

Division	Description	Qty	Unit	Cost	Line Item Total	Division Subtotals
125	Exterior Masonry				\$ -	
126	Split-face/Stone Veneer - 3 ft high	120	sf	\$ 38.00	\$ 4,560	
127	Brick Veneer	1,370	sf	\$ 34.00	\$ 46,580	
131	Interior Masonry					
136	Precast Units					
137	Precast sills/trim	34	lf	\$ 40.00	\$ 1,360	
139	Staging				Included	
140	Equipment				Included	
141	Trade contractor bond	1	ls	\$ 787.50	\$ 788	
142	Division 04 - Masonry Sub-Total					\$ 53,288
143						
144	DIVISION 05 - METALS					
145	05 12 00 Structural Steel Framing					
146	05 12 23 Building Structural Steel			\$ -	\$ -	
147	Beams			\$ -	with PEMB	
148	Column			\$ -	with PEMB	
149	Braced frames			\$ -	with PEMB	
150	Column - Canopy			\$ -	with PEMB	
151	Connections			\$ -	with PEMB	
152	Mezzanine			\$ -	with PEMB	
153	Wash Bay Platforms				\$ -	
159	05 21 00 Steel Joist Framing					nic
160	05 31 00 Steel Decking					with PEMB
161	05 42 00 Cold-Formed Metal Joist Framing					nic
162	05 45 00 Metal Support Assemblies					
163	05 51 00 Miscellaneous Metals					
169	Overhead Door sill angles	64	lf	\$ 25.00	\$ 1,600	
170	05 51 00 Metals stairs					
171	05 51 13 Metal Pan Stairs - including handrail & guardrails	2	flight	\$ 12,500.00	\$ 25,000	
172	05 51 33 Metal Ladders					nic
173	05 52 00 Metal Railings					
174	Metal railing @ Mezzanine Access (removable section)	0	lf	\$ 150.00	\$ -	
175	05 70 00 Decorative Metal					nic
176	05 70 10 Entrance Canopy - Decorative Steel	0	allow	\$ 25,000.00	\$ -	
177	Rigging	1	day	\$ 2,500.00	\$ 2,500	
179	Trade contractor bond	1	ls	\$ 436.50	\$ 437	
180	Division 05 - Metals Sub-Total					\$ 29,537
181						
182	DIVISION 06 - WOOD, PLASTICS, & COMPOSITES					
183	06 10 00 Rough Carpentry					
184	06 10 53 Miscellaneous Rough Carpentry			\$ -	\$ -	
185	Blocking in wall	200	lf	\$ 5.00	\$ 1,000	
186	(casework, shelving, accessories etc)					
187	Backer boards	96	sf	\$ 2.75	\$ 264	
188	06 10 63 Exterior Rough Carpentry			\$ -	\$ -	
189	06 20 00 Millwork/Finish Carpentry					
190	06 20 13 Exterior Finish Carpentry			\$ -	\$ -	
191	06 20 23 Interior Finish Carpentry - Allowance	1	allow	\$ 2,000.00	\$ 2,000	
192	06 24 10 Casework					
193	Manufactured Plastic-Laminate-Clad Casework			\$ -	\$ -	
194	Base & wall cabinets	8	lf	\$ 350.00	\$ 2,800	
195	Countertops					
196	06 30 10 Plastic Laminate Countertops				\$ -	
197	Solid surface countertops		sf		\$ -	
198	Kitchen	20	sf	\$ 35.00	\$ 700	
199	Mens/Womens Locker Room	18	sf	\$ 35.00	\$ 630	
200	Plastic-Laminate countertops					nic
201	06 46 00 Standing & Running Trim					
202	06 46 13 Wood Door and Window Casings					nic
203	06 46 19 Wood Base					nic
204	06 46 23 Closet Materials					nic
205	06 46 26 Wood Cornices			\$ -		nic
206	06 46 29 Wood Fascia and Soffits			\$ -		nic
207	06 46 33 Sills & aprons - Solid Surface					nic
208	06 46 33 FRP - Wainscoting at Toilet Rooms	66	sf	\$ 8.00	\$ 528	
220	Trade contractor bond	1	ls	\$ 118.83	\$ 119	
222	Division 06 - Wood, Plastics, & Composites Sub-Total					\$ 8,041
223						

FINANCE 4



KEOUGH
CONSTRUCTION MANAGEMENT

Prepared for **William Starck Architects**

Revision 3

Date: 23-Nov-20

Project: **Fall River Ambulatory Addition**

Estimator: TD

Location: Fall River, MA 02720

S/F: 9,120 gsf

Description: **Conceptual Cost Estimate**

Projected Construction Duration: 7 months

Division	Description	Qty	Unit	Cost	Line Item Total	Division Subtotal
224	DIVISION 07 THERMAL & MOISTURE PROTECTION					
235	07 21 00 Thermal Insulation					
236	07 21 13 Board Insulation			\$ -	\$ -	
237	Foundation perimeter insulation	1,440	sf	\$ 2.50	\$ 3,600	
238	Under slab rigid insulation	0	sf	\$ 2.50	\$ -	
239	07 21 26 Wall Insulation				with PEMB	
240	Roof Insulation				with PEMB	
241	07 22 00 Waterproofing					
242	07 22 16 Oil Drum Storage Containment	0	sf	\$ 10.00	\$ -	
243	07 24 00 Exterior Insulation and Finish Systems					
244	07 26 00 Vapor Retarders					
245	07 26 16 Below-Grade Vapor Retarders	8,800	sf	\$ 0.07	\$ 616	
248	07 42 00 Wall Panels				with PEMB	
256	07 53 00 Elastomeric Membrane Roofing					
257	07 53 12 EDPM Roofing - Flat section Entrance	0	sf	\$ 22.00	\$ -	
258	07 62 00 Sheet Metal Flashing and Trim				with PEMB	
259	07 71 00 Roof Specialties					
260	07 71 13 Manufactured Copings				nic	
261	07 71 16 Manufactured Counterflashing Systems				with PEMB	
262	07 71 23 Manufactured Gutters and Downspouts			\$ -	\$ -	
263	Gutters at dormers				with PEMB	
264	Downspouts				with PEMB	
265	07 72 00 Roof Accessories					
266	07 72 13 Manufactured Curbs				n/a	
267	Snow Guards				nic	
268	07 81 00 Applied Fireproofing				nic	
269	07 84 00 Firestopping					
270	07 84 13 Penetration Firestopping	9,120	gsf	\$ 0.25	\$ 2,280	
271	07 91 00 Preformed Joint Seals					
272	07 92 13 Elastomeric Joint Sealants	9,120	gsf	\$ 0.25	\$ 2,280	
273	Trade contractor bond	1	ls	\$ 131.64	\$ 132	
275	Division 07 Thermal & Moisture Protection Sub-Total					\$ 8,908
277	DIVISION 08 OPENINGS					
278	08 12 00 Metal Frames					
279	08 13 00 Doors, Frames & Hdw					
280	08 13 16 Exterior					
281	(door and frame material)					
282	3070	3	ea	\$ 850.00	\$ 2,550	
283	08 15 12 Interior					
284	(door and frame material)					
285	3070 Swing - Wood Door	2	ea	\$ 600.00	\$ 1,200	
286	3070 Swing - Wood Door - Connecting Door to existing	1	ea	\$ 650.00	\$ 650	
287	3070 Swing - Wood Door rated - stairs	2	ea	\$ 800.00	\$ 1,600	
288	3070 Swing - Wood Door with double sidelight	0	ea	\$ 620.00	\$ -	
289	3070 Swing - Wood Door with triple sidelight	0	ea	\$ 670.00	\$ -	
290	6070 Swing - Wood Door	0	ea	\$ 800.00	\$ -	
291	3070 Swing - Steel Door	0	ea	\$ 770.00	\$ -	
292	6070 Swing - Steel Door	0	ea	\$ 1,300.00	\$ -	
293	Door, Frame and Hardware Labor	32	mh	\$ 85.00	\$ 2,720	
294	08 31 00 Access Doors and Panels					
295	08 31 16 Access Panels and Frames				nic	
296	08 41 00 Entrances and Storefronts					
307	Aluminum Windows				w/PEMB	
314	08 71 00 Door Hardware					
315	08 71 10 Standard Door Hardware					
316	Cylindrical Hdw with Hinges	3	ea	\$ 400.00	\$ 1,200	
317	Cylindrical Hdw with Closer, Hinges	2	ea	\$ 575.00	\$ 1,150	
318	Panic Set with Closer, Hinges	2	ea	\$ 600.00	\$ 1,200	
319	Panic Set with Closer, Hinges, Weather Stripping	3	ea	\$ 750.00	\$ 2,250	
320	08 71 13 Automatic Door Operators				nic	
321	08 71 53 Security Door Hardware - Allowance				nic	
322	08 83 00 Mirrors				div 10	
323	08 87 00 Glazing Surface Films				nic	
324	08 88 00 Sectional & Coiling Doors					
325	08 88 10 Overhead Doors	4	ea	\$ 35,000.00	\$ 140,000	
329	Replace Overhead Doors at existing building	3	ea	\$ 39,500.00	\$ 118,500	
330	(includes removal of existing doors)					

FINANCE 4



KEOUGH
CONSTRUCTION MANAGEMENT

Prepared for William Starck Architects	Revision 3	Date: 23-Nov-20
Project: Fall River Ambulatory Addition		Estimator: TD
Location: Fall River, MA 02720		S/F: 9,120 gsf
Description: Conceptual Cost Estimate	Projected Construction Duration: 7 months	

Division	Description	Qty	Unit	Cost	Line Item Total	Division Subtotals
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331	Door Operators					inc with doors
332	08 91 00 Louvers					with mechanical
333						
334	Trade contractor bond	1	ls	\$ 4,095.30	\$ 4,095	
335	Division 08 - Openings Sub-Total					\$ 277,115

336	DIVISION 09 - FINISHES					
337						
338	09 21 00 Plaster and Gypsum Board Assemblies					
339	09 21 13 Plaster Assemblies			\$ -	\$ -	
340	09 21 16 Gypsum Board Assemblies			\$ -	\$ -	
341	Exterior Assemblies			\$ -	\$ -	
342	3 5/8" MS, fq insul, 5/8" qwb, dens glas, VP	2,400	sf	\$ 12.00	\$ 28,800	
343	Interior Wall Assemblies			\$ -	\$ -	
344	3 5/8" MS, fq insul, 5/8" gyp es - Full ht	1,260	sf	\$ 10.50	\$ 13,230	
345	3 5/8" MS, fq insul, 5/8" gyp es - 10 ft	1,700	sf	\$ 10.50	\$ 17,850	
346	3 5/8" MS, fq insul, 5/8" gyp 1s - 10 ft	1,200	sf	\$ 8.00	\$ 9,600	
347	3 5/8" MS, fq insul, (2) 5/8" gyp es	0	sf	\$ 16.00	\$ -	
348	09 21 16.23 Gypsum Board Ceiling Assemblies			\$ -	\$ -	
349	Metal Framing & GWB	0	sf	\$ 8.50	\$ -	
350	09 28 00 Backing Boards and Underlayments					
351	09 28 13 Cementitious Backing Boards	200	sf	\$ 2.25	\$ 450	
352	(shower walls)					
353	09 31 00 Thin-Set Tiling					
354	09 31 13 Thin-Set Ceramic Tiling			\$ -	\$ -	
355	Wall Tile					
356	Wet Walls at Toilet Rooms		sf	\$ 15.00	nic	
357	Shower Walls	200	sf	\$ 15.00	\$ 3,000	
358	Waterproofing membrane	279	sf	\$ 3.50	\$ 977	
359	Floor Tile	79	sf	\$ 15.00	\$ 1,188	
360	Toilet Rooms		sf	\$ 15.00	included	
361	Shower Floors		sf	\$ 15.00	included	
362	09 51 00 Acoustical Ceilings					
363	09 51 23 Acoustical Tile Ceilings			\$ -	\$ -	
364	ACT 1	1,120	sf	\$ 5.85	\$ 6,552	
365	09 65 00 Resilient Flooring					
366	09 65 13.13 Resilient Base	800	lf	\$ 2.00	\$ 1,600	
367	09 65 13.23 Resilient Stair Treads and Risers	16	tread	\$ 125.00	\$ 2,000	
368	Rubber tile landings	0	sf	\$ 7.00	\$ -	
369	(front stair only)					
370	09 65 16 Resilient Sheet Flooring			\$ -	\$ -	
371	09 65 19 Resilient Tile Flooring	1,232	sf	\$ 3.00	\$ 3,696	
372	09 68 00 Carpeting					
373	09 78 00 Floor Coatings					
374	09 91 00 Painting					
375	09 91 13 Exterior Painting			\$ -	\$ -	
376	Masonry Sealer	1,490	sf	\$ 0.85	\$ 1,267	
377	Misc. rails, stairs etc	1	cmd	\$ 1,200.00	\$ 1,200	
378	Paint & misc materials	1	ls	\$ 500.00	\$ 500	
379	Overhead doors				nic	
380	09 91 23 Interior Painting			\$ -	\$ -	
381	Interior Walls	2,520	sf	\$ 0.85	\$ 2,142	
382	Interior Masonry Walls	0	sf	\$ 1.05	\$ -	
383	Interior ceilings	0	sf	\$ 0.85	\$ -	
384	Exposed Deck	0	sf	\$ 1.05	\$ -	
385	Exposed structure	0	sf	\$ 1.85	nic	
386	Interior Stairs/rails	2	cmd	\$ 1,200.00	\$ 2,400	
387	Interior doors & frames	7	ea	\$ 75.00	\$ 525	
388	Trade contractor bond	1	ls	\$ 1,454.65	\$ 1,455	
389	Division 09 - Finishes Sub-Total					\$ 98,431

390	DIVISION 10 - SPECIALTIES					
391						
392	10 11 00 Visual Display Units					
393	10 13 00 Directories					
394	10 14 00 Signage					
395	10 14 23 Signage Allowance					nic
396	10 21 00 Compartments and Cubicles					nic
397	10 22 00 Partitions					nic
398	10 28 00 Toilet, Bath, and Laundry Accessories					
399	10 28 13 Toilet Accessories			\$ -	\$ -	
400	Mirrors	2	ea	\$ 175.00	\$ 350	

FINANCE 4



KEOUGH
CONSTRUCTION MANAGEMENT

Prepared for	William Starck Architects	Revision 3	Date:	23-Nov-20
Project:	Fall River Ambulatory Addition		Estimator:	TD
Location:	Fall River, MA 02720		S/F:	9,120 gsf
Description:	Conceptual Cost Estimate	Projected Construction Duration:	7 months	

Division	Description	Qty	Unit	Cost	Line Item Total	Division Subtotal
431	Paper towel dispenser	2	ea	\$ 45.00	\$ 90	
432	Waste receptacle	2	ea	\$ 150.00	\$ 300	
433	Soap dispenser	2	ea	\$ 25.00	\$ 50	
434	Toilet paper holder	2	ea	\$ 25.00	\$ 50	
435	Sanitary napkin disposal	0	ea	\$ 175.00	\$ -	
436	Coat hooks	2	ea	\$ 35.00	\$ 70	
437	Shower curtain rod/curtain	2	ea	\$ 85.00	\$ 170	
438	Sleeping Room rod/curtains	6	ea	\$ 85.00	\$ 510	
439	Grab bars	0	ea	\$ 85.00	\$ -	
440	HC Shower seats	0	ea	\$ 350.00	\$ -	
441	Labor Install	10	mh	\$ 70.00	\$ 700	
442	10 28 19.16 Shower Doors				nic	
443	10 28 23 Laundry Accessories			\$ -	nic	
444	10 43 00 Emergency Aid Specialties					
445	10 44 00 Fire Protection Specialties					
446	10 44 16 Fire Extinguisher Cabinets - Semi-recessed	1	ea	\$ 350.00	\$ 350	
447	10 44 16 Fire Extinguishers	3	ea	\$ 250.00	\$ 750	
448	10 51 00 Lockers			\$ -	\$ -	
449	Double tier metal lockers	0	ea	\$ 350.00	\$ -	
450	10 56 00 Storage Assemblies					
451	10 56 13 Metal Storage Shelving			\$ -	by owner	
452	10 56 23 Wire Storage Shelving			\$ -	by owner	
453	10 75 00 Flagpoles			\$ -	nic	
454	10 81 00 Pest Control Devices			\$ -	nic	
Division 10 - Specialties Sub-Total						\$ 3,390
DIVISION 11 - EQUIPMENT						
458	11 12 00 Parking Control Equipment					nic
459	11 13 00 Loading Dock Equipment					nic
460	11 30 00 Residential Equipment					
461	Appliances					
462	Garbage Disposal	1	ea	\$ 120.00	\$ 120	
463	Refrigerator	1	ea	\$ 1,000.00	\$ 1,000	
464	Dishwasher				nic	
465	Microwave				nic	
466	11 40 00 Foodservice Equipment			\$ -	nic	
467	11 52 00 Audio-Visual Equipment			\$ -	by owner	
468	11 66 00 Athletic Equipment			\$ -	nic	
Division 11 - Equipment Sub-Total						\$ 1,120
DIVISION 12 - FURNISHINGS						
471	12 10 00 Art			\$ -	\$ -	
472	12 20 00 Window Treatments					
473	12 24 13 Window Shades	160	sf	\$ 6.00	\$ 960	
474	12 30 00 Casework				div 06	
475	12 36 00 Countertops				div 06	
Division 12 - Furnishings Sub-Total						\$ 960
DIVISION 13 - SPECIAL CONSTRUCTION						
480	13 34 00 Fabricated Engineered Structures					
481	13 34 13.13 Pre-Engineered Metal Building	8,000	sf	\$ 40.50	\$ 324,000	
482	Primary & Secondary Framing				included	
483	Canopy Framing	0	sf	\$ 15.00	\$ -	
484	Parapet Framing		sf	\$ 12.00	\$ -	
485	Bracing				included	
486	Mezzanine Framing (Beams & Columns)	4.5	ton	\$ 4,600.00	\$ 20,608	
487	Mezzanine Joist Framing				incl with mezz framing	
488	Steel Floor Decking				incl with mezz framing	
489	Roof Panel				included	
490	Canopy Roof Panel	0	sf	\$ 7.00	\$ -	
491	Wall Panel				included	
492	Interior Liner Panel				nic	
493	Insulation					
494	Roof Insulation - R38				included	
495	Wall Insulation - R20				included	
496	Windows				included	
497	Gutters				included	
498	Downspouts				included	
499	Rigging & equipment	1	ls	\$ 20,000.00	\$ 20,000	

FINANCE 4



KEOUGH
CONSTRUCTION MANAGEMENT

Prepared for **William Starck Architects**

Revision 3

Date: 23-Nov-20

Project: **Fall River Ambulatory Addition**

Estimator: TD

Location: Fall River, MA 02720

S/F: 9,120 gsf

Description: Conceptual Cost Estimate

Projected Construction Duration: 7 months

Division	Description	Qty	Unit	Cost	Line Item Total	Division Subtotals
500	Trade contractor bond	1	ls	\$ 5,469.12	\$ 5,469	
502	Division 13 - Special Construction Sub-Total					\$ 370,077
504	DIVISION 14 - CONVEYING EQUIPMENT					
509	Division 14 - Conveying Equipment Sub-Total					\$
510	DIVISION 21 - FIRE SUPPRESSION					
512	21 05 05 Selective Demolition for Fire Suppression			\$ -	\$ -	
513	21 11 00 Facility Fire-Suppression Water-Service Piping				with sitework	
514	21 12 00 Fire-Suppression Standpipes					
515	21 13 00 Fire-Suppression Sprinkler Systems					
516	21 13 13 Wet-Pipe Sprinkler Systems			\$ -	\$ -	
517	Sprinkler heads	9,120	gsf	\$ 2.00	\$ 18,240	
518	Piping - mains & branch piping	9,120	gsf	\$ 2.25	\$ 20,520	
519	Backflow & valves	0	ea	\$ 5,500.00	existing	
520	Fire dept connections, drains & fire dept test	0	ls	\$ 3,000.00	existing	
521	21 13 16 Dry-Pipe Sprinkler Systems	0	sf	\$ 2.50	\$ -	
522	21 13 36 Antifreeze Sprinkler Systems				nic	
523	21 13 39 Foam-Water Systems				nic	
524	21 20 00 Fire-Extinguishing Systems				nic	
525	21 30 00 Fire Pumps				nic	
526	21 40 00 Fire-Suppression Water Storage			\$ -	nic	
527	Trade contractor bond	1	ls	\$ 581.40	\$ 581	
529	Division 21 - Fire Suppression Sub-Total					\$ 39,341
530	DIVISION 22 - PLUMBING					
532	22 05 05 Selective Demolition for Plumbing			\$ -	\$ -	
533	22 07 00 Plumbing Insulation					
534	22 07 16 Plumbing Equipment Insulation				included	
536	22 11 00 Facility Water Distribution				with fixtures	
541	22 13 00 Facility Sanitary Sewerage				\$ -	
542	22 13 16 Sanitary Waste and Vent Piping		gsf	\$ 6.00	with fixtures	
543	22 13 19.13 Sanitary Drains			\$ -	with fixtures	
544	22 13 19.23 Fats, Oils, and Grease Disposal Systems			\$ -	nic	
545	22 13 23 Sanitary Waste Interceptors			\$ -	nic	
546	22 13 29 Sanitary Sewerage Pumps				not included	
547	22 14 00 Facility Storm Drainage					
548	22 14 12 Storm pipe	100	lf	\$ 55.00	\$ 5,500	
549	22 14 16 Trench drains	160	lf	\$ 200.00	\$ 32,000	
550	22 14 26.13 Vent Piping	40	lf	\$ 55.00	\$ 2,200	
551	22 15 00 Compressed-Air Systems					
556	Process Piping - Mechanic & Vehicle Bays					
557	Air piping - Copper		lf	\$ 40.00	\$ -	
558	Drops		ea	\$ 600.00	\$ -	
559	22 33 00 Domestic Water Heaters			\$ -	\$ -	
560	22 33 10 Gas fired hot water	1	ea	\$ 1,500.00	\$ 1,500	
561	(Point of Use)					
562	22 42 00 Commercial Plumbing Fixtures					
563	22 42 13 Commercial plumbing fixtures					
564	22 42 13.13 Commercial Water Closets	2	ea	\$ 3,500.00	\$ 7,000	
566	22 42 16.13 Commercial Rest Room Lavatories	2	ea	\$ 3,500.00	\$ 7,000	
567	Commercial Sinks - Kitchen	1	ea	\$ 3,500.00	\$ 3,500	
568	Dishwasher Connection				nic	
569	22 42 16.18 Commercial Janitors Sinks	1	ea	\$ 3,500.00	\$ 3,500	
570	22 42 23 Commercial Showers	2	ea	\$ 2,000.00	\$ 4,000	
571	(mixing valve and drain only)		ea			
572	Commercial Eye Wash/Shower Units		ea	\$ 3,500.00	nic	
573	22 47 19 Water-Station Water Coolers	1	ea	\$ 3,500.00	\$ 3,500	
577	Floor Drains	2	ea	\$ 450.00	\$ 900	
578	(toilet rooms)					
579	22 63 00 Gas Systems					
580	22 63 13.53 Gas Piping	9,120	gsf	\$ 0.75	\$ 6,840	
581	Coring	0	ls	\$ 2,500.00	\$ -	
583	Permits and fees	1	ls	\$ 1,548.80	\$ 1,549	
584	Trade contractor bond	1	ls	\$ 1,184.83	\$ 1,185	
586	Division 22 - Plumbing Sub-Total					\$ 80,174
587	DIVISION 23 - HVAC					

FINANCE 4



KEOUGH
CONSTRUCTION MANAGEMENT

Prepared for **William Starck Architects**

Revision 3

Date: 23-Nov-20

Project: **Fall River Ambulatory Addition**

Estimator: TD

Location: Fall River, MA 02720

S/F: 9,120 gsf

Description: Conceptual Cost Estimate

Projected Construction Duration: 7 months

Division	Description	Qty	Unit	Cost	Line Item Total	Division Subtotals
588	23 05 05 Selective Demolition for HVAC			\$ -	\$ -	
589	23 07 00 HVAC Equipment					
590	23 07 16 HVAC Equipment				\$ -	
591	Mini Splits - Mezzanine	2	ea	\$ 6,000	\$ 12,000	
592	Exhaust fans	2	ea	\$ 500	\$ 1,000	
593	Electric heaters				\$ -	
594	Carbon Monoxide Removal Units	1	ls	\$ 40,000	\$ 40,000	
595	Unit Heaters	2	ea	\$ 15,000	\$ 30,000	
596	23 11 00 System Piping					
601	23 31 00 HVAC Ducts and Casings					
605	23 33 00 Air Duct Accessories					
606	23 37 00 Air Outlets and Inlets					
633	23 84 00 Humidity Control Equipment					
634	Controls		gsf	\$ 4.00	\$ -	
635	Rigging	1	ls	\$ 1,500.00	\$ 1,500	
636	Permits and fees	1	ls	\$ 1,660.00	\$ 1,660	
637	Trade contractor bond	1	ls	\$ 1,292.40	\$ 1,292	
638						
639	Division 23 - HVAC Sub-Total:					\$ 87,452
640						
641	DIVISION 26 ELECTRICAL					
642	26 05 05 Selective Demolition for Electrical					
643	26 10 00 Electrical Distribution					
644	26 11 13 Switchgear Panels & Feeders	9,120	gsf	\$ 3.00	\$ 27,360	
645						
646	26 24 00 Switchboards and Panelboards					
647						
648	26 27 00 Voltage Distribution Equipment					
649	26 27 13 Electricity Metering					
650	26 27 16 Electrical Cabinets and Enclosures					
651						
652	26 32 00 Packaged Generator Assemblies					
653	26 32 13.13 Diesel-Engine-Driven Generator Sets					
654						
655	26 36 00 Transfer Switches					
656						
657	26 41 00 Facility Lightning Protection					
658	26 41 13 Lightning Protection for Structures					
659						
660	26 50 00 Voltage Distribution Wiring and Devices					
661	26 50 19 Voltage wiring - receptacles, switching, etc	9,120	gsf	\$ 4.50	\$ 41,040	
662	Power Wiring					
663	Equipment	1	ls	\$ 5,000.00	\$ 5,000	
664	HVAC	9,120	gsf	\$ 1.50	\$ 13,680	
665	Boiler	1	ls	\$ 1,000.00	\$ 1,000	
666						
667	26 51 00 Interior Lighting					
668	26 51 19 LED Interior Lighting					
669	LED light fixtures - office area	1,120	gsf	\$ 8.00	\$ 8,960	
670	LED light fixtures - other	8,000	gsf	\$ 2.75	\$ 22,000	
671						
672	26 52 00 Safety Lighting					
673	26 52 13 Emergency and Exit Lighting					
674						
675	26 56 00 Exterior Lighting					
676	26 56 13 Lighting Poles and Standards - Relocate Existing	1	ea	\$ 2,500.00	\$ 2,500	
677	26 56 19 LED Exterior Lighting - Walkway bollard lighting	0	ea	\$ 1,050.00	\$ n/c	
678						
679	Permits and fees	1	ls	\$ 2,430.80	\$ 2,431	
680	Trade contractor bond	1	ls	\$ 1,859.56	\$ 1,860	
681						
682	Division 26 - Electrical Sub-Total:					\$ 125,830
683						
684	DIVISION 27 COMMUNICATIONS					
685	27 51 00 Distributed Audio-Video Communications Systems					
686	Communications, Tel/Data					
687	Communications, Tel/Data - Pull string & box	9,120	gsf	\$ 0.40	\$ 3,648	
688						
689	Permits and fees	1	ls	\$ 72.96	\$ 73	
690	Trade contractor bond	1	ls	\$ 55.81	\$ 56	
691						
692	Division 27 - Communications Sub-Total:					\$ 3,777
693						
694	DIVISION 28 ELECTRONIC SAFETY & SECURITY					
695	28 33 00 Security Monitoring and Control					
696	Security & Monitoring Allowance					
697						
698	28 46 00 Fire Detection and Alarm					
699	28 46 12 Fire Alarm Systems	9,120	gsf	\$ 2.75	\$ 25,080	
700	28 46 12.11 Fire Alarm Pull Stations					
701	28 46 12.13 Fire Alarm Level Detector Switches					
702	28 46 12.15 Fire Alarm Flow Switches					
703	28 46 12.17 Fire Alarm Pressure Sensors					

FINANCE 4



KEOUGH
CONSTRUCTION MANAGEMENT

Prepared for **William Starck Architects**

Revision 3

Date: 23-Nov-20

Project: **Fall River Ambulatory Addition**

Estimator: TD

Location: Fall River, MA 02720

S/F: 9,120 gsf

Description: Conceptual Cost Estimate

Projected Construction Duration: 7 months

Division	Description	Qty	Unit	Cost	Line Item Total	Division Subtotal
28 46 12.19	Sprinkler Supervisory Devices			\$ -	included	
28 46 21.11	Addressable Fire-Alarm Systems			\$ -	included	
28 46 23.11	Fire Alarm Horns and Strobes			\$ -	included	
	Permits and fees	1	ls	\$ 501.60	\$ 502	
	Trade contractor bond	1	ls	\$ 383.72	\$ 384	
Division 28 - Electronic Safety & Security Sub-Total						\$ 25,965
DIVISION 31 - EARTHWORK						
31 10 00	Site Clearing			\$ -	\$ -	
31 11 00	Clearing and Grubbing					
	Construction entrance	1	ea	\$ 1,500.00	\$ 1,500	
31 13 13	Tree and Stump Removal	0.75	ac	\$ 15,000.00	\$ 11,250	
31 13 16	Selective Tree and Shrub Trimming			\$ -	\$ -	
31 14 00	Earth Stripping and Stockpiling					
31 14 13	Soil Stripping and Stockpiling	1,778	cy	\$ 3.50	\$ 6,222	
	Spread material on site	1,778	cy	\$ 3.00	\$ 5,333	
31 20 00	Earth Moving			\$ -		
31 22 00	Grading					
31 22 13	Rough Grading				\$ -	
31 23 00	Excavation and Fill					
31 23 13	Subgrade Preparation			\$ -	\$ -	
	Removal of Unsuitable Materials					
31 23 16	Excavation			\$ -	\$ -	
	Building excavation	576	cy	\$ 15.00	\$ 8,640	
	Misc building excavation	1	cmd	\$ 2,400.00	\$ 2,400	
31 23 16.26	Rock Removal			\$ -	nic	
31 23 19	Dewatering			\$ -	nic	
31 23 23	Fill - Building Footprint	1,422	cy	\$ 35.00	\$ 49,778	
31 23 23.13	Backfill			\$ -	\$ -	
	Building foundation backfill	461	cy	\$ 22.00	\$ 10,138	
	Misc building backfill	1.5	cmd	\$ 3,000.00	\$ 4,500	
31 23 23.23	Compaction			\$ -	\$ -	
31 23 23.33	Flowable Fill			\$ -	\$ -	
31 25 00	Erosion and Sedimentation Controls	800	lf	\$ 8.00	\$ 6,400	
31 30 00	Earthwork Methods			\$ -	\$ -	
31 31 00	Soil Treatment				nic	
31 32 00	Soil Stabilization			\$ -	nic	
31 35 00	Slope Protection			\$ -	nic	
31 37 00	Riprap				nic	
31 41 00	Shoring				nic	
31 60 00	Special Foundations and Load-Bearing				nic	
31 62 00	Driven Piles				nic	
31 63 00	Bored Piles				nic	
	Trade contractor bond	1	ls	\$ 1,592.41	\$ 1,592	
Division 31 - Earthwork Sub-Total						\$ 107,753
DIVISION 32 - EXTERIOR IMPROVEMENTS						
32 10 00	Bases, Ballasts, and Paving			\$ -	\$ -	
32 11 00	Base Courses					
32 11 13	Subgrade Modifications			\$ -	\$ -	
	Building gravel 8"	238	cy	\$ 32.00	\$ 7,623	
	Site gravel			\$ -	\$ -	
	Paving gravel 12"	53	cy	\$ 32.00	\$ 1,707	
	Sidewalks, pads gravel 12"	0	cy	\$ 32.00	\$ -	
32 12 00	Flexible Paving					
32 12 16	Asphalt Paving			\$ -	\$ -	
	3" bituminous asphalt - Patch at Existing	133	sy	\$ 25.00	\$ 3,333	
32 16 00	Curbs, Gutters, Sidewalks, and Driveways					
32 16 13.23	Stone Curbs				nic	
32 16 13.33	Asphalt Curbs	0	lf	\$ 4.50	\$ -	
32 16 13.43	Precast Concrete Curbs			\$ -	\$ -	
	Concrete curb	0	lf	\$ 32.00	\$ -	
	(entrances & islands)					
	Curb lock	0	cy	\$ 150.00	\$ -	
	Saw cut & prep	0	ls	\$ 800.00	\$ -	
	Asphalt patch	0	ls	\$ 2,000.00	\$ -	
32 16 23	Sidewalks			\$ -	\$ -	
	Concrete sidewalk	0	sf	\$ 12.00	\$ -	

FINANCE

4



KEOUGH
CONSTRUCTION MANAGEMENT

Prepared for William Starck Architects	Revision 3	Date: 23-Nov-20
Project: Fall River Ambulatory Addition	Estimator: TD	
Location: Fall River, MA 02720	S/F: 9,120 gsf	
Description: Conceptual Cost Estimate	Projected Construction Duration: 7 months	

Division	Description	Qty	Unit	Cost	Line Item Total	Division Subtotal
855	Monolithic Curb	0	lf	\$ 6.00	\$ -	
856	Concrete Aprons @ Doors	0	sf	\$ 12.00	\$ -	
857	Transformer pad	0	sf	\$ 15.00	\$ -	
858	Generator pad	0	sf	\$ 15.00	\$ -	
859	Dumpster pad	0	sf	\$ 15.00	\$ -	
860	32 17 00 Paving Specialties			\$ -	\$ -	
862	32 17 23 Pavement Markings	0	ea	\$ 225.00	\$ -	
863	Handicap parking sign	0	ea	\$ 22.00	\$ -	
864	Parking spaces	0	ls	\$ 1,000.00	\$ -	
865	Stop Bars & Directional Arrows	0	ea	\$ 450.00	\$ -	
866	32 17 26 Tactile Warning Surfacing			\$ -	\$ -	
871	32 30 00 Site Improvements			\$ -	\$ -	
872	32 31 11 Gate Operators			\$ -	\$ -	
873	32 31 13 Chain Link Fences and Gates	0	lf	\$ 75.00	\$ -	
874	Trash enclosure			\$ -	\$ -	
875	32 31 19 Decorative Metal Fences and Gates			\$ -	\$ -	
876	32 31 29 Wood Fences and Gates			\$ -	\$ -	
877	32 31 40 Misc. Site Improvements	0	ea	\$ 225.00	\$ -	nic
878	Installation of steel pipe bollards	1	ea	\$ 600.00	\$ -	600
879	Concrete light pole bases			\$ 350.00	\$ -	nic
880	Concrete light bollard bases			\$ -	\$ -	nic
881	32 32 00 Retaining Walls			\$ -	\$ -	nic
884	32 33 00 Site Furnishings			\$ -	\$ -	
885	32 80 00 Irrigation			\$ -	\$ -	
886	32 82 00 Irrigation Pumps			\$ -	\$ -	
887	32 84 13 Drip Irrigation			\$ -	\$ -	
888	32 84 23 Underground Sprinklers			\$ -	\$ -	
889	32 90 00 Planting			\$ -	\$ -	
890	32 91 00 Planting Preparation			\$ -	\$ -	
891	32 91 13 Soil Preparation	222	cy	\$ 32.00	\$ 7,111	
892	Import top soil 6"			\$ -	\$ -	
893	32 91 13.16 Mulching	20,000	sf	\$ 0.50	\$ 10,000	
894	32 91 19 Landscape Grading			\$ -	\$ -	
895	32 92 00 Turf and Grasses			\$ -	\$ -	
896	32 92 13 Hydro-Mulching	20,000	sf	\$ 0.20	\$ 4,000	
897	32 92 19 Seeding			\$ -	\$ -	
898	32 92 23 Sodding			\$ -	\$ -	
899	32 93 00 Plants			\$ -	\$ -	
905	32 94 00 Planting Accessories			\$ -	\$ -	nic
908	32 96 00 Transplanting			\$ -	\$ -	
909	Trade contractor bond	1	ls	\$ 515.61	\$ 516	
910	Division 32 - Exterior Improvements Sub-Total					\$ 34,890
911	DIVISION 33 - EXTERIOR UTILITIES					
912	33 14 00 Water Utility Transmission and Distribution			\$ -	\$ -	existing
914	33 16 00 Water Utility Storage Tanks			\$ -	\$ -	
923	33 19 00 Water Utility Metering Equipment			\$ -	\$ -	existing
924	33 30 00 Sanitary Sewerage			\$ -	\$ -	
926	33 31 00 Sanitary Sewerage Piping			\$ -	\$ -	
927	33 31 13 Site Sanitary Sewerage Gravity Piping	1	ls	\$ 15,000.00	\$ 15,000	
928	Allowance - Connection to Existing			\$ -	\$ -	with allow
930	Road patch			\$ -	\$ -	
934	33 32 00 Sanitary Sewerage Equipment			\$ -	\$ -	nic
935	33 32 26 Pneumatic Sewage Electors			\$ -	\$ -	
941	33 40 00 Stormwater Utilities			\$ -	\$ -	
942	33 41 00 Subdrainage			\$ -	\$ -	nic
943	33 41 13 Foundation Drainage			\$ -	\$ -	nic
944	33 41 19 Underslab Drainage			\$ -	\$ -	
945	33 42 00 Stormwater Conveyance			\$ -	\$ -	
946	Relocate existing Drain Piping from beneath Bulding footprint	1	ls	\$ 140,000.00	\$ 140,000	
947	Relocate/Reconstruct headwall			\$ -	\$ -	included above
948	33 42 11 Stormwater Gravity Piping - interior drain discharge	100	lf	\$ 55.00	\$ 5,500	
962	33 44 36 Oil and Stormwater Separators	1	ea	\$ 6,000.00	\$ 6,000	
963	33 46 00 Stormwater Management			\$ -	\$ -	existing
964	33 46 11 Stormwater Ponds			\$ -	\$ -	
987	33 70 00 Electrical Utilities			\$ -	\$ -	
988	Underground Electrical		lf	\$ 85.00	\$ -	

FINANCE 4



KEOUGH
CONSTRUCTION MANAGEMENT

Prepared for **William Starck Architects**

Revision 3

Date: 23-Nov-20

Project: **Fall River Ambulatory Addition**

Estimator: TD

Location: Fall River, MA 02720

S/F: 9,120 gsf

Description: Conceptual Cost Estimate

Projected Construction Duration: 7 months

Division	Description	Qty	Unit	Cost	Line Item Total	Division Subtotals
989	Fire alarm		lf	\$ 25.00	\$ -	
990	Concrete encasement		cy	\$ 150.00	\$ -	
991	Road Patch		ls	\$ 3,000.00	\$ -	
992	Site lightning - relocate existing	100	lf	\$ 24.00	\$ 2,400	
1033	Permits and fees	1	ls	\$ 3,378.00	\$ 3,378	
1034	Trade contractor bond	1	ls	\$ 2,584.17	\$ 2,584	
1035	Division 33 - Exterior Utilities Sub-Total					\$ 174,862
1036	DIVISIONS 02 thry 33 SUB-TOTAL					\$ 1,694,076
1037						
1038						
1039	DIVISION 01 - GENERAL REQUIREMENTS					
1040	01 41 00 Regulatory Requirements					
1041	01 41 23 Plan review fees	0.5%			nic	
1042	01 41 26 Building Permit fees	9,120	sf	\$ 0.22	\$ 2,006	
1043	Certificate of Occupancy	1	ea	\$ 125.00	\$ 125	
1044	01 45 00 Quality Control					
1045	01 45 23 Testing and Inspecting Services	0	day	\$ 1,500.00	By owner	
1046	01 45 33 Code-Required Special Inspections and Procedures	0	ea	\$ 600.00	By owner	
1047	01 50 00 Temporary Facilities & Controls					
1048	01 51 13 Temporary Electricity	7	mo	\$ 350.00	By owner	
1049	01 51 23 Temporary Heating, Cooling, and Ventilating	2	mo	\$ 800.00	\$ 1,600	
1050	01 51 26 Temporary Lighting	9,120	sf	\$ 0.40	\$ 3,648	
1051	01 51 33 Temporary Telecommunications	7	mo	\$ 300.00	\$ 2,100	
1052	01 51 36 Temporary Water	7	mo	\$ 150.00	\$ 1,050	
1053	01 52 13 Field Offices and Sheds	7	mo	\$ 700.00	\$ 4,900	
1054	01 52 19 Sanitary Facilities	7	mo	\$ 550.00	\$ 3,850	
1055	01 54 13 Temporary Elevators				nic	
1056	01 54 23 Temporary Scaffolding and Platforms	0	sf	\$ -	with trades	
1057	01 56 16 Temporary Dust Barriers				nic	
1058	01 56 26 Temporary Fencing	800	lf	\$ 12.00	\$ 9,600	
1059	01 56 33 Temporary Security Barriers - Building	1	ls	\$ 2,000.00	\$ 2,000	
1060	01 56 39 Temporary Tree and Plant Protection				nic	
1061	01 57 13 Temporary Erosion and Sediment Control				Div 31	
1062	01 57 23 Temporary Storm Water Pollution Control				nic	
1063	01 58 13 Temporary Project Signage	1	ls	\$ 2,500.00	\$ 2,500	
1064	01 62 15 Winter/Summer Conditions Allowance				nic	
1065	01 71 33 Protection of Adjacent Construction				nic	
1066	01 74 00 Cleaning and Waste Management					
1067	01 74 13 Progress Cleaning	277	mh	\$ 65.00	\$ 18,013	
1068	01 74 19 Construction Waste Management and Disposal	24	ea	\$ 650.00	\$ 15,600	
1069	01 74 23 Final Cleaning	9,120	sf	\$ 0.30	\$ 2,736	
1070	Division 01 - General Requirements Sub-Total					\$ 69,728
1071	DIVISIONS 01 thry 33 SUB-TOTAL					\$ 1,763,804
1072						
1073						
1074	DIVISION 00 - PROCUREMENT & CONTRACTING REQUIREMENTS					
1075	00 72 00 General Conditions					
1076	00 72 23 GC's General Conditions/Project Management	7	mo	\$ 26,341	\$ 184,386	
1086	00 72 73 Contractor fee	4.00	%		\$ 70,552	
1087	00 73 00 Supplementary Conditions					
1088	00 73 16 Insurance Requirements	\$9.0/K			\$ 15,874	
1089	00 73 19 Health and Safety Requirements	1	ls	\$ 2,000.00	\$ 2,000	
1090	00 73 39 Minority Business Enterprise Requirements				Not applicable	
1091	00 73 43 Prevailing Wage Rate Requirements				Not applicable	
1092	00 73 63 Bonding Requirements	1.50	%		\$ 26,457	
1093	00 73 83 Builders Risk Insurance				By Owner	
1094	Division 00 - Procurement & Contracting Requirements Sub-Total					\$ 299,269
1095	TOTAL CONSTRUCTION COST					\$ 2,063,073
1096						
1098	4% Construction Escalation Compounded Over 1 years	4.00	%	1.00	years	\$ 82,523
1100	TOTAL CONSTRUCTION COST INCLUDING ESCALATION					\$ 2,145,596
1101						
1102	DESIGN, CONTINGENCIES & OWNER COST					
1103	Design and Estimating Contingency (10% of Construction Cost)	10.0	%		\$ 214,560	
1104	Design Cost (10% of Construction Cost)	10.0	%		\$ 236,016	
1105	FF & E				nic	
1106	Owner's Project Management Fee	7.0	%		\$ 165,211	
1106	Owner's Project Contingency (0% of Project Cost)	0.0	%		owners master budget	

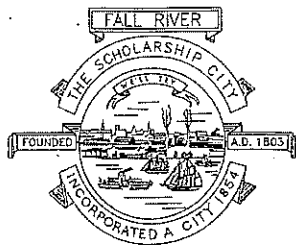
FINANCE 4



KEOUGH
CONSTRUCTION MANAGEMENT

Prepared for William Starck Architects	Revision 3	Date: 23-Nov-20
Project: Fall River Ambulatory Addition		Estimator: TD
Location: Fall River, MA 02720		S/F: 9,120 gsf
Description: Conceptual Cost Estimate	Projected Construction Duration:	7 months

Division	Description	Qty	Unit	Cost	Line Item Total	Division Subtotals
1107	Design & Estimating Contingency; Design Cost & Owner's Project Contingency Summary				\$	615,786
1108						
1109	TOTAL PROJECT COST					2,761,382



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

PAUL E. COOGAN
Mayor

CITY CLERK
FALL RIVER, MA

2021 MAR -3 A 9:58

RECEIVED

March 2, 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 EMPLOYER TRUST FUND.
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
Paul E. Coogan
Mayor

CITY OF FALL RIVER
IN CITY COUNCIL

MAR 09 2021

*Objected to and laid
on the table in accordance
with the City Charter
(Objection filed by
Co. Cadime)*

One Government Center • Fall River, MA 02722
TEL (508) 324-2600 • FAX (508) 324-2626 • EMAIL mayor@fallriverma.org

City of Fall River, In City Council

March 09, 2021

1

ORDERED:

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

EMPLOYER TRUST FUND

\$1,282,529

STATE AND COUNTY ASSESSMENTS

\$ 456,151

CITY OF FALL RIVER
IN CITY COUNCIL


MAR 09 2021

*Objected to and laid
on the table in
accordance with the
City Charter
(Objection filed by
Cs. Cadime)*

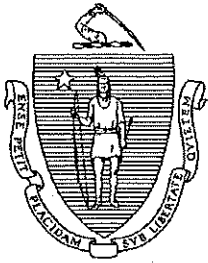
FY21 Appropriation/Transfer Number Analysis

Line	Original/Revised Appropriation	Amount Transferred	Adjusted Balance
Employer Trust Fund (FY20)	\$ 3,887,534.00	\$ (1,282,529.00)	\$ 2,605,005.00
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
 March 9, 2021



Massachusetts Department of Elementary and Secondary Education

75 Pleasant Street, Malden, Massachusetts 02148-4906

Telephone: (781) 338-3000
TTY: N.E.T. Relay 1-800-439-2370

Jeffrey C. Riley
Commissioner

February 23, 2021

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

Dear Superintendent Malone:

As you know, the Commonwealth's school finance statute, Chapter 70 of the General Laws, establishes an annual minimum local contribution requirement for each Massachusetts school district. This local contribution, when added to a district's Chapter 70 aid, equals its net school spending requirement. Failure to comply with this requirement may result in the loss of Chapter 70 aid, delays in the approval of your municipal tax rate by the Department of Revenue, and/or enforcement action by the Attorney General.

Fall River's End of Year Financial Report shows that the district **did not** meet its spending requirement in FY20. Its required net school spending was \$163,981,553. Reported net school spending was \$160,939,667 which was \$3,041,887 below the required amount. This shortfall falls within the five percent range allowed by law and will be added to the district's FY21 spending requirement.

Fall River's FY21 requirement, including the \$3,041,887 carryover, is \$172,964,683. Schedule 19 budget data show that the district plans to spend \$171,226,003, which represents a shortfall of \$1,738,680. By law, districts are required to appropriate sufficient funds to meet their net school spending requirements, G.L. c. 70, § 6. Please work with your local officials to appropriate these funds to the school budget by March 31, 2021 and submit the necessary amendments to your FY20 End of Year Report.

If you have any questions concerning this information, please contact Rob O'Donnell in the School Finance unit at (781) 338-6512 or Robert.F.O'Donnell@mass.gov.

Sincerely,

A handwritten signature in black ink, appearing to read "Jay Sullivan".

Jay Sullivan
Associate Commissioner, District and School Finance

Cc: Paul Coogan, Mayor, City of Fall River

Enclosure: One

**Massachusetts Department of Elementary and Secondary Education
Office of School Finance
Chapter 70 Net School Spending Compliance, Budgeted FY21**

Fall River	School Committee	City/Town	Total
1 Administration (1000)	5,144,125	1,371,029	6,515,154
2 Instruction (2000)	82,492,886	0	82,492,886
3 Attendance-Health (3100, 3200)	2,678,381	0	2,678,381
4 Food Services (3400)	0	0	0
5 Athletics/Student Activities/Security (3500, 3600)	2,454,580	0	2,454,580
6 Maintenance (4000)	13,048,340	100,000	13,148,340
7 Employer Retirement Contributions (5100)	220,000	6,483,952	6,703,952
8 Insurance (5200)	1,855,000	18,144,920	19,999,920
9 Retired Employee Insurance (5250)	0	6,625,080	6,625,080
10 Rentals (5300)	76,190	0	76,190
11 Short Term Interest (5400)	0	0	0
12 Tuition (9000)	8,529,273	24,007,473	32,536,746
13 FY20 Budgeted School Spending (lines 1 through 12)	116,498,775	56,732,454	173,231,229
14 FY21 Budgeted School Revenues			
14a) FY21 Budgeted School Revenues	0	0	0
14b) FY21 Charter Reimb (local districts)	0	2,005,226	2,005,226
14c) Subtotal, NSS Revenues (36a + 36b)	0	2,005,226	2,005,226
15 FY21 Net School Spending (13 - 14)	116,498,775	54,727,228	171,226,003
16 FY21 Chapter 70 Required Net School Spending			169,922,796
17 Carryover from FY20			3,041,887
18 Total FY21 Requirement (16 + 17)			172,964,683
19 Shortfall in Budgeted FY21 Net School Spending (15 - 18)			-1,738,680
20 Carryover/Penalty Calculation, Percent Unexpended (19 / 16)			-1.0%

FALL RIVER PUBLIC SCHOOLS
AS OF 10/28/2020 - END OF YEAR REPORT - PROJECTED NET SCHOOL SPENDING SHORTFALL

Most Recently Updated Figures:

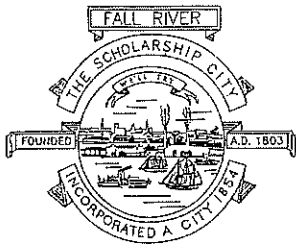
<u>Preliminary Cherry Sheet: Division of L</u>	Originally Reported Out		
	As of 10/28/2020	As of 2/25/2021	Change
Net School Spending Shortfall	1,274,750.00	1,738,680.00	463,930.00

Changes Broken Down as follows:

The GFOA has announced the moderniz:	169,915,018.00	169,922,796.00	7,778.00
	3,041,886.00	3,041,887.00	1.00

This 19-page eBook identifies the 12 major and minor criteria changes, describes what is necessary to comply, and provides concrete best practices and examples that will help you create award-winning budget books.

SPED Assessment	66,312.00	66,312.00	-
School Choice	1,182,601.00	1,250,684.00	(68,083.00)
Charter School	25,603,704.00	24,371,170.00	1,232,534.00
Total Assessments, (Tuition 9000)	26,852,617.00	25,688,166.00	1,164,451.00
Charter Tuition Reimbursement	(4,394,219.00)	(3,685,919.00)	(708,300.00)
Total Budgeted School Revenues	(4,394,219.00)	(3,685,919.00)	(708,300.00)
Assessments, Net Revenue (15)	22,458,398.00	22,002,247.00	456,151.00
Total Change			463,930.00



PAUL E. COOGAN
Mayor

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

2

RECEIVED

2021 MAR 17 A 11:23

CITY CLERK _____
FALL RIVER, MA

March 15, 2021

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

Dear Council President and Members of the Honorable Council:

Please find for your consideration and approval the Memorandum of Understanding between the City of Fall River and Fall River Police Association, MassCOP Local 1854. Thank you for your consideration.

Best Regards,

Paul E. Coogan
Paul E. Coogan
Mayor

PC/amos

City of Fall River, In City Council

ORDERED, that the funding of the cost items contained in the attached Memorandum of Understanding between the City of Fall River and the Fall River Police Association MassCOP Local 1854 is hereby approved.

MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF FALL RIVER AND
FALL RIVER POLICE ASSOCIATION, MASSCOP LOCAL 1854

WHEREAS, the City of Fall River ("the City") and the Fall River Police Association, MassCOP Local 1854 ("the Union" and collectively "the parties") are parties to a collective bargaining agreement covering the time period from July 1, 2018 through June 30 2019 and;

WHEREAS, the parties have agreed to a successor agreement covering the time period from July 1, 2019 through June 30, 2021;

NOW, THEREFORE, the parties agree to the following terms:

The parties agree to extend the collective bargaining agreement from July 1, 2019 through June 30, 2021 with the following modifications:

- a. Article XIX Wages, Section 1, add a general wage increase of 1.5% effective retroactively to July 1, 2019, and a general wage increase of 1.5% effective retroactively to July 1, 2020.
- b. Article VI Court Time, Section 1(a), revise Section 1(a) such that the minimum pay for attendance at Superior Court is three hours.
- c. Body Camera Pilot Program, the parties agree that the City may implement a year-long pilot program for body worn cameras to commence after the Chief of Police and the Union bargain an applicable policy governing the use of cameras and its impacts on the bargaining unit.
- d. Article IX, Injured on Duty - Section 3 Replace with the following:

In the event that the employee's physician and the City physician disagree as to the employee's ability to perform limited or less than full-time duty, the Director of Human Resources shall arrange for an examination of the Police Officer at the City's expense *by a physician selected by the parties.. from a pool of a minimum of five (5) Physicians previously approved by the Director of Human Resources and the Fall River Police Association from the list of doctors qualified by the State Retirement Board.* In the event an independent physician is not agreed to within 30 days from the establishment of disagreement between the FRPD physician and the officer's physician, the independent physician shall be appointed by a physician agreed upon by the parties. Said physician shall be selected by the mutual agreement of the employee's physician and the City physician. The doctor shall examine the employee and render an opinion as to whether or not the incapacity continues to exist and as to whether in fact the police officer cannot perform limited or light duty as assigned by the Chief of Police. A neutral physician's determination shall be binding on both parties. Pending receipt of the neutral physician's determination, the employee shall continue to be granted leave without loss of pay for that period and shall not be required to return to duty.

- e. Article X, Leave of Absence - Section 3(a): Add "grand parents-in-law" to the first sentence (Note: Current Practice). Change section 6 to include women officers who adopt to get 4 days leave.
- f. Article XI- Hours of Work and Overtime - Section 8 - Add a sentence that states "Except in emergencies, officers will not be ordered into work on two consecutive days off."
- g. Article XII, Miscellaneous - Section 6 - Remove the last of the section, which states "All police cruisers purchased after this agreement shall be equipped with shot gun racks."
- h. Article XIV- Furloughs/Vacations Section 2: Add a sentence to the end of Section 2 that states "Employees shall qualify for the amount of furlough days based on their creditable service with the Fall River Retirement system; however, they shall pick their furlough based upon their time in service with the Fall River Police department, regardless of service with any other entity in or outside the City of Fall River."
- i. ARTICLE XIX – WAGES - Section 4: Add a sentence to the end of Section 4 that states "Officers will notify the Chief's Office of all anticipated increases in creditable service prior to April 1 of any year to be awarded in the following fiscal year."
- j. Article XIX – Wages – Modify Section 3, last paragraph to state that eligibility for all steps is determined "by creditable service as defined by General Laws, c. 32 and accepted by the Fall River Retirement Board..."
- k. Article XXII – Quinn Bill - Section 3: Add a sentence to the end of Section 3 that states "Officers will notify the department of any anticipated changes in Quinn Bill before April 1 of any year to receive the benefit in the following fiscal year."
- l. Article XXV – Drug Testing Section A(3): Add language to the end of Section A(3) that states "At the request of the Union, one Union representative and/ or a Union Attorney may be present for review committee meeting in addition to the Union's appointment to the committee. However, they will only observe and will not have any input or make any presentations to the committee regarding the determination of reasonable suspicion. Any concerns regarding the information the Chief relies upon or any witnesses or evidence shall be presented to the Chief before the committee meeting."

Change "retired judge of Bristol County agreed upon by the parties" to "any person agreed to by the Union and the City's legal counsel."

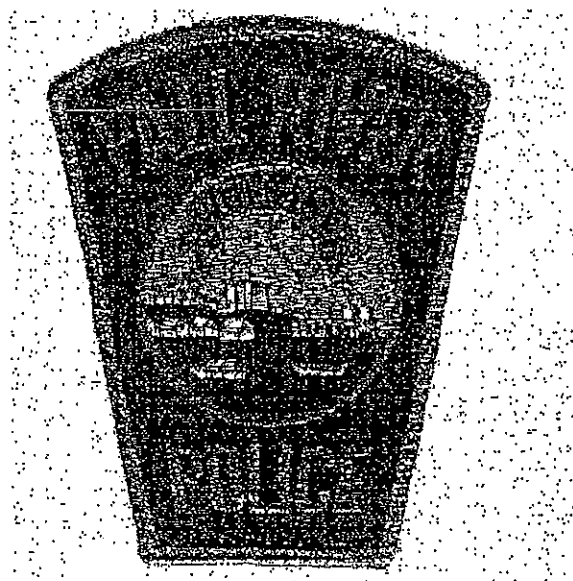
This agreement is subject to ratification by the Union's membership and funding by the City Council.


City of Fall River

Date: 2-24-21


Fall River Police Association

Date: 2-23-21



**COLLECTIVE BARGAINING AGREEMENT
BETWEEN**

**The City of Fall River
And
The Fall River Police Association
Affiliated with Massachusetts Coalition of Police as Local 1854**

**Effective 07/01/2015-06/30/2018 AND 07/01/2018-
06/30-2019**

Table of Contents

PREAMBLE.....	3
ARTICLE I, RECOGNITION.....	3
ARTICLE II, EMPLOYEE RIGHTS.....	3
ARTICLE III, MANAGEMENT RIGHTS.....	4
ARTICLE IV, NO STRIKE CLAUSE.....	4
ARTICLE V, STABILITY OF AGREEMENT.....	5
ARTICLE VI, COURT TIME.....	5
ARTICLE VII, HOLIDAYS.....	6
ARTICLE VIII, DETAILS.....	7
ARTICLE IX, INJURED ON DUTY.....	8
ARTICLE X, LEAVES OF ABSENCE.....	9
ARTICLE XI, HOURS OF WORK AND OVERTIME.....	10
ARTICLE XII, MISCELLANEOUS.....	15
ARTICLE XIII, PROMOTIONAL LIST.....	19
ARTICLE XIV FURLOUGHS (VACATIONS).....	20
ARTICLE XV, GRIEVANCE PROCEDURE.....	21
ARTICLE XVI, EMPLOYEE INTERROGATION PROCEDURE.....	23
ARTICLE XVII, PERSONNEL FILES.....	24
ARTICLE XVIII, UNIFORMS.....	25
ARTICLE XIX, WAGES.....	25
NIGHT SHIFT DIFFERENTIAL.....	26
ARTICLE XX, INDEMNIFICATION.....	27
ARTICLE XXI, ASSIGNMENT, TRANSFER AND COMPLEMENT.....	28
ARTICLE XXII, QUINN BILL.....	28
ARTICLE XXIII, SICK LEAVE.....	29
SICK LEAVE INCENTIVE.....	29
SICK LEAVE VACATION.....	30
ARTICLE XXIV, DURATION.....	30
ARTICLE XXV, DRUG TESTING.....	30
ARTICLE XXVI, RESULTS OF ORAL EXAM.....	32
ARTICLE XXVII, REOPENER.....	32
ARTICLE XXVIII, ON CALL COMPENSATION.....	33
ARTICLE XXIX, SPECIAL LONGEVITY.....	33

THIS AGREEMENT, made and entered into on this the 1st day of July, 2018, by and between the City of Fall River, acting by and through its Mayor, hereinafter called "the City," "Employer," or "Municipal Employer," and the "Fall River Police Association, Affiliated with Massachusetts Coalition of Police as Local 1854" hereafter called "Association." This incorporates all changes made in the July 1, 2015-June 30, 2018 and the July 1, 2018-June 30, 2019 contracts.

PREAMBLE

WHEREAS the parties to this Agreement consider by this Agreement and the efficient and economic operation of the Police Department require that an orderly and constructive relationship be maintained between the parties; and

WHEREAS the participation of the employees in the collective bargaining process contributes to the effective conduct of the public business and police administration; and

WHEREAS the parties to this Agreement consider themselves mutually responsible to establish stable and meaningful relations within the Agreement; and NOW, THEREFORE, in consideration of the mutual promises and agreements herein contained, the parties mutually agree as follows:

ARTICLE I, RECOGNITION

The city recognizes the Association as the sole and exclusive bargaining representative, for the purpose of the collective bargaining relative to wages, hours, and other conditions of employment and for their mutual aid and protection, of and for all permanent police officers, excluding sergeants, lieutenants, captains, deputy chiefs, and the chief of the Police Department of the City of Fall River. The City and the Association agree not to discriminate against employees covered by this Agreement on account of membership or non-membership in the Association

ARTICLE II, EMPLOYEE RIGHTS

Section 1. Employees have, and shall be protected in the exercise of the right, freely and without fear of penalty or reprisal to join and assist the Association. The freedom of employees to assist the Association shall be recognized as extending to participation in the management of the Association and acting for the Association in the capacity of an Association officer or representative, or otherwise, and including the right to present Association views and positions to the public, to officials of the City and the department, to the members of the City Council of the City of Fall River and the General Court, or to any other appropriate authority or official.

Without limiting the foregoing, the City agrees that it will not aid, promote or finance any labor group or organization which would violate any rights of the Association under this Agreement or the law. Further, no representative, Department Official or agent of the City shall:

- A. Interfere with the formation, existence, operations, or administration of the Association.
- B. Discriminate against an employee because he has given testimony or taken part in any grievance procedures, or other hearings, negotiations, or conferences for or in behalf of the Association, or,
- C. Refuse to meet, negotiate, or confer on proper matters with officers or representatives of the Association as set forth in this Agreement.

Section 2. The members of the Association Bargaining Committee, not to exceed six (6), shall be granted leave of absence without loss of pay or benefits, for all meetings between the City and the Association for the purpose of negotiating the terms of a contract or supplements thereto.

Association officers, shift and bargaining committee members, not to exceed four (4) in any instance shall be granted leave of absence without loss of pay or benefits for time required to discuss and process grievances or incidents which could lead to grievances, with the employee or others involved, and may enter the premises of the Department, at any reasonable time for such purposes, provided they give notice of their presence immediately upon arrival to the person in charge, in keeping with existing Department rules and regulations.

Such officers, shift representatives and Bargaining Committee members who work with any night shift shall have their hours and schedule of work accordingly adjusted to effectuate the purposes of this Section, such adjustment to be made by their Commanding Officer.

Only an emergency officially declared by the Mayor or the Governor, or Chief of Police, shall stay the provisions of this Section.

Section 3. Association officers and shift representatives shall be permitted to discuss official Association business with employees prior to on-duty roll call or following off-duty roll call.

Section 4. The Association shall provide the Department and keep updated, a list of its officers and Bargaining Committee members and of all its shift representatives.

Section 5. Association officers, shift representatives and Bargaining Committee members, up to a maximum total of six (6) in any one instance, shall be granted leave of absence, without loss of pay or benefits, if they so request to attend meetings of the City Council of the City of Fall River, the General Court or other public body, for the conduct of Association business, in an official capacity and shall return to duty within a reasonable time.

Section 6. President of Association. In order to promote communication with the department, the duly elected president of the association shall be granted no less than two (2) days of unassigned time, each and every week, for union business purposes. If, in the opinion of the union, additional unassigned time may be required, the President shall submit a written justification to the Chief of Police who shall approve or deny the request the Chief's decision shall be final.

ARTICLE III, MANAGEMENT RIGHTS

Nothing herein contained shall be so construed as to limit or in any way diminish the inherent rights of management and management's prerogatives are hereby re-emphasized and reasserted, and nothing in this Agreement shall be interpreted as diminishing the rights of the employer to determine and describe the methods and means by which its operation of the police department shall be conducted, except as may otherwise be provided by this Agreement.

ARTICLE IV, NO STRIKE CLAUSE

Section 1.

(a) No employee covered by this Agreement shall engage in, induce, or encourage any strike, work stoppage, or slowdown, or any other withholding of services. The Association agrees that

neither it nor any of its officers or agents will call, institute, authorize, participate in, sanction, or ratify any such strike, work stoppage, or slowdown, or withholding of services.

(b) Except for the right to strike which is hereby prohibited, all other Association activities are protected.

(c) Nothing shall abridge the right of any duly authorized representative of the Association to communicate with citizens of the Community on issues which affect the welfare of its members.

Section 2.

(a) Should any employee or group of employees covered by this Agreement engage in any strike, work stoppage, slowdown, or withholding of services, the Association shall forthwith disavow any such strike, work stoppage, slowdown, or withholding of services shall refuse to recognize any picket line established in connection therewith.

(b) Furthermore, at the request of the Municipal Employer, the Association shall take all reasonable means to induce such employee or group of employees to terminate the strike, work stoppage, slowdown, or withholding of services and return to work forthwith.

Section 3. In consideration of the performance by the Association of its obligations under Section 1 and 2 of this article, there shall be no liability on the part of the Association nor of its officers or of the agreements contained in this Article by individual members of the Association. Any employee who breaches the agreements contained in this Article shall be subject to disciplinary proceedings under Civil Service law and pertinent rules and regulations.

ARTICLE V, 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. The failure of the Municipal Employer or the Association 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 Municipal Employer or of the Association to future performances of any such term or provisions, and the obligations of the Association and the Municipal Employer to such future performances shall continue in full force and effect.

ARTICLE VI, COURT TIME

Section 1. Court Attendance.

(a) An employee who attends as a witness, or in any other officially assigned capacity, in the performance of his/her duty for or in behalf of the Commonwealth or the City, in a criminal or other case (including any civil case which resulted from an official police action) pending in any Superior Court or any Federal Court shall, if he/she is not on duty, be entitled to overtime compensation for every hour or fraction thereof during which he/she was in such attendance, but in no event shall he/she receive less than four (4) hours such pay on an overtime basis.

(b) An employee who attends as a witness, or in any other officially assigned capacity, in the performance of his/her duty for or in behalf of the Commonwealth or of the City, in a criminal or other case (including any civil cases which resulted from an official police action) pending in any District Court or before any State Administrative Agency, shall, if he/she is not on duty, be entitled to

overtime compensation for every hour or fraction thereof during which he/she was in such attendance, but in no event shall he/she receive less than three (3) hours such pay on an overtime basis.

(c) Any employee who is on extended sick leave for a period of more than four scheduled work days shall be reassigned to "C Watch". This administrative watch will have the scheduling of a day shift employee who works a five-day on and two day off schedule. Therefore, an employee who is on extended sick leave for a period of more than four consecutive scheduled work days, upon reassignment to "C Watch" shall not be compensated on overtime basis for court attendance.

Section 2. Travel Time. Travel time allowance for authorized attendance at any court outside the city limits shall be set by the Chief of Police, and paid at the hourly overtime rate of pay.

Section 3. Short-day Option. At the discretion of the commanding officer, an employee scheduled for a court appearance on a short-day, so-called, shall be relieved from duty with pay at 4:00 AM. on the last tour of duty for the purpose of rest and refreshment prior to said court appearance. If manpower prohibits an officer from leaving at 4:00 AM., the Watch Commander shall allow the officer to return to duty at 8:00 P.M. on the First watch. This will be done to insure the competency and alertness of the officer and to promote the public safety.

ARTICLE VII, HOLIDAYS

Section 1. Defined the following shall be considered holidays for the purpose enumerated below:

New Years Day	Independence Day
Martin Luther King Day	Labor Day
Presidents' Day	Columbus Day
Good Friday	Veteran's Day
Police Memorial Day	Thanksgiving Day
Patriot's Day	Christmas Day
Memorial Day	

or on the following Monday if any day aforesaid falls on Sunday.

Section 2. Holiday Compensation. Each employee shall receive, for each such holiday, in addition to his regular weekly compensation, an additional day's pay, computed on one-fifth of his simple base weekly compensation, including Quinn Bill benefits, guaranteed. Effective July 1, 2011 the holiday pay will be computed on the complete base instead of the simple base compensation.

Section 3. Each employee shall also receive for New Year's Day, Martin Luther King Day, Presidents' Day, Good Friday, Police Memorial Day, Patriot's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, and Christmas Holidays in addition to his regular weekly compensation and the holiday pay guaranteed by the foregoing Section 1, an additional one-half days pay, computed at one-tenth of his complete base weekly compensation, including Quinn Bill benefits, guaranteed.

ARTICLE VIII, DETAILS

Section 1. Procedure. The following procedure will be adhered to in the assignment and recording of all paid police details:

(a) All employees shall be eligible for paid police details, without restriction as to the type of detail or the employee's rank.

(b) Any employee who performs a paid detail not officially assigned by such Extra Paid Detail Officer, or who works at outside employment without sanction of the Chief of Police, shall not be protected by the provisions of M.G.L., 41, Section 100 as amended.

(c) Work-cards shall be kept as the official records of the Department and shall be made available to the Association for its inspection and use upon its request.

Section 2. Penalties or Reprisals. No employee shall be penalized in any way as a result of having worked at a paid police detail, or other form of employment sanctioned by the Chief of Police, if he is absent due to illness or injury, either on the same day, the following day, or on his next scheduled tour of duty subsequent to having performed such scheduled detail of employment

Section 3.

(a) The rate of compensation for paid details may be increased and premium rates set by written notice to the Chief of Police from the Association's Executive Board, in accordance with present practice.

(b) Where a private contractor is performing work under contract with the City of Fall River on a main thoroughfare, and opens the street or obstructs traffic, the City reserves the right to close main thoroughfares. If the City closes a main thoroughfare under these circumstances and the Chief of Police or his/her designee determines there is a need for an extra paid detail officer, the contractor who is performing work under contract with the City shall be required to hire an extra paid detail officer to reroute traffic around the closed main thoroughfare.

(c) The detail rate established under this Section will not be changed before June 30, 2015.

Section 4. The final determination as to when a police officer is required on an extra paid detail shall be determined by the Chief of Police or his/her designee.

Section 5. The City, shall maintain a record of all such Extra Paid Detail assignments and said record shall include an indication as to the number of Details offered to members of the Bargaining Unit and a record of their acceptance or refusal and further an indication of their voluntary or disciplinary removals or suspensions from the detail list. No Officer or other person shall accept any such assignment unless the same is made by the Chief or his/her representative.

Officers shall not be allowed to make up lost work opportunities.

All members of the Police Department shall sign a card indicating their availability to work Extra Paid Details. There shall be no "permanent details" established. (Extra Paid Details shall be distributed equally among all members of the Department)

Section 6. Those members of the Department who are found to be in violation of the provisions of this Article, as to performance of paid details, failure to arrive on time for a detail, or as to procuring "permanent details" in violation hereof shall have their cards removed from the active file of the detail list for a period of time as outlined below. Provided, however, if a person is found to have

violated these provisions, the suspension from the active file shall remain in force until it is determined that there did not exist just cause, and the only remedy shall be to acquire assignments to make up for lost work opportunities. For any violation there shall be a period of thirty (30) days removal from the active file.

Section 7. The City shall supply the Chief or his/her representative copies of all street opening permits issued by the City.

Section 8. All paid police details within the limits of public ways, which shall include utility pole replacement on sidewalks, shall be solely performed by Fall River Police Officers. Retired Fall River Police Officers may be used, if an active Fall River Police Officer is not available for said detail(s). Work performed by city employees shall be excluded from this article.

Section 9. Paid police details will be scheduled for payment in the same manner as overtime. Specifically, once the completed detail slip is submitted to the Chief's Office, payment will be processed within a 14 day period and appear on the next payroll.

ARTICLE IX, INJURED ON DUTY

Section 1. Injured Employees. When a police officer is incapacitated for duty, because of an injury sustained in the performance of his/her duty; becomes so incapacitated because of injuries so sustained, he/she shall be granted leave without loss of pay for the period of such incapacity provided that no such police officer has been retired or pensioned in accordance with law or for any period after the City Physician determines that such incapacity no longer exists.

A police officer shall not be restricted to his/her residence for the initial injury which gave rise to such leave. If however, the member returns to duty, then subsequently claims a recurrence of initial injury, he/she shall be confined to residence, for duration of sick, injury leave.

Service Connected Disability Retirement and Residency Confinement: If a police officer applies for a service connected disability retirement and is rejected, the member shall have the right to appeal that rejection. If that appeal is denied, the member shall then be confined to his/her residence or return to duty.

Section 2. An employee absent from duty on account of sickness, injury, or disability incurred in the performance of his/her duty shall be entitled to examination and treatment by a physician of his/her own choice. His/her physician shall be afforded full opportunity to consult with the City's Police Department physician prior to any determination by such City physician as to the employee's fitness to resume police duty.

Section 3. In the event that the employee's physician and the City physician disagree as to the employee's ability to perform limited or less than full-time duty, the Director of Human Resources shall arrange for an examination of the Police Officer at the City's expense by a physician selected from a pool of a minimum of five (5) Physicians previously approved by the Director of Human Resources and the Fall River Police Association from the list of doctors qualified by the State Retirement Board. In the event an independent physician is not agreed to within 30 days from the establishment of disagreement between the FRPD physician and the officer's physician, the

2

independent physician shall be appointed by a physician agreed upon by the parties. Said physician shall be selected by the mutual agreement of the employee's physician and the City physician. The doctor shall examine the employee and render an opinion as to whether or not the incapacity continues to exist and as to whether in fact the police officer cannot perform limited or light duty as assigned by the Chief of Police. A neutral physician's determination shall be binding on both parties. Pending receipt of the neutral physician's determination, the employee shall continue to be granted leave without loss of pay for that period and shall not be required to return to duty.

Section 4. When a Police Officer is incapacitated for duty because of injuries sustained in the performance of his/her duties, he/she shall promptly notify the Chief of Police or such persons as the Chief of Police shall designate.

Section 5. Booking Room. The Chief of Police or his designee shall review and approve all assignments of limited duty personnel to the booking room in order to ensure that said assignment would not place the employee in jeopardy of further aggravating an injury which caused the employee to be placed on limited duty in the first place.

ARTICLE X, LEAVES OF ABSENCE

Section 1. Miscellaneous. Subject to the operating needs of each Division or Section, determined by the superior in charge, and approval by the Chief of Police, leave of absence without loss of pay, shall be permitted for the following reasons:

(a) Attendance by an employee who is a veteran as defined in Section 21, Chapter 31, of the General Laws, a pallbearer, escort, bugler, member of a firing squad or color detail, at the funeral or memorial service of a veteran as so defined, or any person who dies under other than dishonorable circumstances while serving in the armed services of the United States in time of war or insurrection.

(b) 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 or certain veteran's organizations as designated from time to time, during the life of the Agreement by the Mayor.

(c) Inoculation required by the Municipal Employer.

(d) Red Cross blood donations authorized by the Department

(e) Promotional examinations conducted under Civil Service Law and rules for promotion to any position in the service of the Department

(f) Medical examinations for retirement purposes.

(g) Attendance at educational programs required or authorized by the City or its Chief of Police.

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 duty as a member of such reserve component; provided, however, that such leave shall not exceed seventeen (17) calendar days. Days off shall not be recorded as leave days.

Section 3. Death in the Immediate Family.

(a) 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, or

grandchild (relatives of the half blood shall be considered relatives of the 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 Chief of Police, such employee shall be entitled to receive four (4) days bereavement leave, exclusive of days off, without loss of pay for the purpose of attending funeral services and/or arranging for burial.

(b) If an officer is working, he/she shall get one (1) day off for the wake or funeral for an aunt and uncle by blood or marriage.

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.

Section 4. Police Relief Association, etc.

(a) Employees, not exceeding eleven (11) in number who are elected officials of the Fall River Police Relief Association, shall be granted one day's leave without loss of pay per year, for the purpose of attending its annual dinner meeting, and one day's leave without loss of pay to attend the annual fundraising event.

(b) The Treasurer and Secretary of the Fall River Police Relief Association and a third Officer if the Commonwealth so requires shall be granted leave of absence, without loss of pay or benefits, for meetings with State officials to review the books and accounts of said Association.

(c) An employee who is a member of the Executive Board of the Massachusetts Coalition of Police shall be granted no less than fifteen (15) days leave without loss of pay per year, for the purpose of attending Executive Board meetings of said Association.

(d) Employee delegates to the Massachusetts Coalition of Police annual meeting/conventions shall each receive two days leave without loss of pay per year, to attend same.

(e) In any request for leave of absence pursuant to this Section, documentation for leave must be submitted to the Chief or his designee.

Section 5. Pregnancy-Maternity Leave. Whenever a female employee shall become pregnant, she shall furnish the Chief of Police with a certificate from her physician stating 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 Chief of Police 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 (3) months thereafter. The provisions of this Section shall supersede/amend the sick leave practice provided by this Agreement's "Benefits" Clause.

Section 6. An officer will be granted four days Paternity Leave at full pay for the birth or adoption of his child.

ARTICLE XI, HOURS OF WORK AND OVERTIME

Section 1. Tours of Duty. Hours of Work. Employees shall be scheduled to work on regular tours of duty (work shift) and each tour duty (work shift) shall have the following regular starting and quitting time.

(a) Uniform Division

Day Shift	7:30 A.M. to 4:00 P.M. 8:00 A.M. to 4:30 P.M.
First Watch	4:00 P.M. to 12:00 Midnight 4:30 P.M. to 12:30 A.M.
Last Watch	12:00 Midnight to 7:30 A.M. 12:30 A.M. to 8:00 A.M.
Walking Beats	7:30 A.M. to 4:00 P.M. 4:00 P.M. to 12:00 Midnight 12:00 Midnight to 7:30 A.M.

Employees assigned to the night shift shall rotate from "Last" to "First" Watches on a daily basis. In the event that sickness, furloughs, or other temporary factors deplete required on-duty complements, junior patrol officers scheduled to work on any particular night may be required to work a "First" instead of a "Last" Watch, or vice-versa, provided, however, in no event shall any patrol officer be so scheduled if he/she or any other member of the Uniform Division is assigned to work in any other Division, Section, or Bureau during said "Watch." When a Junior patrol officer is so scheduled, the patrol officer with the least seniority shall be the first to be so assigned.

(b) Major Crimes/Vice Intelligence

Day Shift	8:00A.M. to 4:00 P.M.
First Watch	4:00 P.M. to 12:00A.M.
Last Watch	12:00A.M. to 8:00A.M.

(c) Identification Section

Day Shift	7:30 A.M. to 4:00 P.M.
First Watch	5:00 P.M. to 1:00 A.M.
Last Watch	1:00A.M. to 8:00 A.M.

(d) Staff Services Division

(Captain & Lieutenant Assigned to Day Shift Will Work a 5 & 2 Schedule)

(i)

Record Room
7:30 A.M. to 4:00 P.M.
(Sundays: 7:30 A.M. to 12:00 Noon)

(ii) Communications & Jail Property

Day Shift	7:30 A.M. to 4:00 P.M.
First Watch	4:00 P.M. to 12:00 Midnight
Last Watch	12:00 Midnight to 7:30 A.M.

(e) Prosecutor:	8:00 A.M. TO 4:00 P.M. (Monday through Friday)
Special Services:	8:30 A.M. to 5:00 P.M.
Safety Officer:	7:30 A.M. to 4:00 P.M.

Planning & Inspection: (Monday through Friday)
8:00 A.M. to 4:30 P.M.
(Sundays: 8:00A.M. to 12:00 Noon)

Administration: 7:30 A.M. to 4:00 P.M.
(Sundays: 8:00A.M. to 12:00 Noon)

(f) Workday for Officers working the window

Start times for officers working the window: sergeants, lieutenants, clerks and booking officers shall be (1) one hour before first roll call.

Section 2. Day-Off Groups. Requests for Day-Off Changes. All employees shall be assigned a day-off group. Days off so assigned shall be considered "regular scheduled days off." Employees whose regular days off are Saturday and Sunday shall be placed in day-off group 7.

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
1-2-7	2-3	3-4	4-5	5-6	6-1	1-2-7
2-3-7	3-4	4-5	5-6	6-1	1-2	2-3-7
3-4-7	4-5-7	5-6	6-1	1-2	2-3	3-4-7
4-5-7	5-6	6-1	1-2	2-3	3-4	4-5-7
5-6-7	6-1	1-2	2-3	3-4	4-5	5-6-7
6-1-7	1-2-7	2-3	3-4	4-5	5-6	6-1-7

(Above is a sample of six-week cycle.)

An employee's request for a change of day-off must be approved by his/her Commanding Officer. Once a day-off change is approved, the resulting schedule for the calendar week within which such change was effected shall constitute the requesting employee's regularly scheduled tour of duty, for overtime or other purposes. Said resulting schedule shall not be changed back to the original without the employee's consent.

(a) Four-Two Work Schedule. Unless otherwise provided in this Agreement, the work schedule for all employees shall be four (4) days on and two (2) days off. All work schedules shall be based on the day-off group system set forth in this Section. All employees shall receive not less than one hundred twenty-one (121) regular days off yearly. The regular hours of work for employees shall not exceed forty (40) hours weekly.

Section 3. Scheduling of Overtime. In emergencies or as the needs of the service require, employees may be required to perform overtime work. Employees shall be given as much advance notice as possible of overtime work. The Department shall seek to avoid assigning overtime to employees working on a "short-day." When an officer is held over from the last watch on the short day, the hours worked will be compensated at the overtime rate, and if the officer works beyond 12:00 Noon, the officer will be excused from the scheduled first watch beginning that afternoon. Overtime shall be distributed to employees on a fair and equitable basis, within ranks. In the Uniform Division, the "overtime work-card files," shall be utilized to ensure such distribution. When extraordinary circumstances should occur, i.e., within 48 hours of the lifting of a snow ban emergency, major fire, hurricanes, etc., and where manpower requirements necessitate patrol personnel to be taken from their normal assigned duties, "after a

declared emergency" ends, the Chief of Police will evaluate the situation and determine if additional details are required, and if those details will be paid on an overtime basis.

When any officer working days is held over from his/her shift, in addition to the additional hours worked being compensated at the overtime rate, if the officer works until midnight or later, the officer will be excused from his/her next scheduled day shift that following day without loss of pay or leave. In order to be excused pursuant to this section, the officer must have worked a full and complete day shift until past midnight and be scheduled for the next immediate calendar day.

When any officer working days for the purpose of an election is held over from his/her shift, in addition to the additional hours worked being compensated at the overtime rate, if the officer works until 8 pm or later, the officer will be excused from his/her next scheduled last watch that following day without loss of pay or leave. In order to be excused pursuant to this section, the officer must have worked a full and complete day shift until past eight pm and be scheduled for the next immediate calendar day.

When any Special Operations officer is held over from his/her first watch shift, in addition to the additional hours worked being compensated at the overtime rate, if the officer works until 4 am or later, the officer will be excused from his/her next scheduled day watch that day without loss of pay or leave. In order to be excused pursuant to this section, the officer must have worked a full and complete first watch shift until past 4 am and be scheduled for the same calendar day.

Section 4. Overtime Service. All assigned, authorized or approved service outside or out-of-turn of an employee's regularly scheduled tour of duty (other than paid police details), including service on an employee's scheduled day off, or during his/her vacation, and service performed prior to the scheduled starting time for his/her regular tour of duty (except 10 minute roll-calls), and service performed subsequent to the scheduled time for conclusion of his/her regular tour of duty, shall be deemed overtime service, subject to the following rules:

(a) If duty requires an employee to work beyond the normal quitting time of his/her scheduled tour of duty, his/her overtime hours and fractions thereof shall be recorded as they occur, one-half hour or less shall be recorded as a full half-hour; over one-half hour to one hour shall be recorded as a full hour.

(b) If an employee is notified orally or in writing by proper Department authority to report to his/her Division or Section or to any other place, outside or out-of-turn of his/her regularly scheduled tour of duty, and he/she so reports, he/she shall be paid on an overtime basis for all such time, and shall be guaranteed a minimum of four (4) hours of overtime pay therefore.

It is understood that the four-hour, guarantee does not apply when an employee is called in early to work prior to the normal starting time of his/her scheduled tour of duty and works continuously from the time he/she reports until the starting time of his/her normal scheduled tour of duty, nor if the overtime service involved is a continuation of his/her regularly scheduled tour of duty.

(c) No employee or group of employees shall be required to split their eight-hour daily tours of duty, or to change their regularly scheduled days-off, or to work other than on their regularly assigned tours of duty, in order to avoid the overtime provisions of this Article. Except as provided in Section 1 of this Article, changing an employee's tour of duty or working hours (from a "Last" or "First" watch, from a day assignment to a night assignment, or from a night to

a day assignment) on a day-to-day basis shall be regarded as avoiding the overtime provisions of this Article.

Section 5. Method of Compensation for Overtime Service. An employee who performs overtime service in accordance with the provisions of this Agreement shall receive, in addition to his/her regular weekly compensation, time and one-half his/her straight time hourly rate of pay for each hour of overtime service, or fraction thereof. The straight-time hourly rate shall be computed at one-fortieth of said employee's regular compensation. Effective July 1, 2009 through June 30, 2010 the straight time hourly rate of pay used in this section shall be the rate in effect on June 30, 2009 including Quinn Bill benefits. Effective July 1, 2010 the straight time hourly rate of pay used in this section shall be the Complete Base rate including Quinn Bill benefits.

Employees may be given compensatory time-off in lieu of monetary compensation for overtime service. The intent of this instant paragraph is not to deny an employee right of case payment for overtime work performed. Pay for overtime service shall be in addition to and not in lieu of holiday pay or vacation pay, and shall be remitted to employees as soon as practicable after the week in which such overtime service is performed.

An employee who is required to appear in court or to work overtime during his/her vacation period shall receive, in addition to his/her court-time or overtime pay, a compensatory day of vacation for each such day, of his/her vacation period, during which he/she is required to appear in court or to work overtime, as additional vacation leave. Vacation leave shall include those days off immediately preceding and following each furlough period, for purposes of court attendance.

Section 6. Comp time that results from overtime: For the purpose of this Article XI, Section 6, it is understood that a compensatory day of vacation which results from a court appearance during a member's vacation as listed in Section 5 Paragraph 3 of Article XI shall not be eligible for payment under these sections. This exclusion of payment eligibility for comp time also applies to members of special Group seven (7).

- (a) 40 hours may remain on books;
- (b) All hours over 40 shall be used within 6 months of accrual;
- (c) Anything less than 40 hours can be surrendered for time or cash at discretion of the officer,
- (d) All comp time can be surrendered either for time or cash at officer's option in accordance with subsections a, b, c, of this Section 6.
- (e) Any officer taking a regular, non-disability retirement must use all comp days prior to retirement;
- (f) Officer shall receive payment for surrendered comp time within two bi-weekly pay periods.
- (g) An Officer who retires on a disability retirement or dies, on or off duty, will be reimbursed for any "non-payable" unused accumulated time. If necessary the payment will be to the estate of the officer.
- (h) Upon promotion above the rank of Patrol Officer, the City will pay the officer for all accrued cashable compensatory time off at the Patrol Officer's pay rate. Compensatory days granted under Article XI, Section 7 shall not be taken under this provision.

Section 7. Additional Compensatory Days

Effective July 1, 2010

Each bargaining unit employee who was employed during FY-2010 shall be credited with ten (10) administrative compensatory days which he may use as per current practice but may not cash out. In the case of employees employed for only part of FY-10, they shall receive a pro-rata share of the compensatory days.

Effective July 1, 2011

Each bargaining unit employee who was employed during FY-2010 shall be credited with ten (10) cashable compensatory days which he may use as per current practice but may not cash out until on or after July 1, 2012. These compensatory days are not subject to the existing contract limitations on the accumulation of cashable compensatory days. In the case of employees employed for only part of FY-10, they shall receive a pro-rata share of these compensatory days.

Section 8. Any officer not covered by the provision of Article XXXI, who is ordered into work on his/her regular day off, shall receive overtime pay and an additional day off for each shift worked. Officers shall be called in inverse order of seniority.

Section 9. Overtime calculation to include shift differential.

Section 10. When an officer who is going on "days off" is required to work an extra shift, he/she shall receive an extra day off. (LAST DAY ON)

ARTICLE XII, MISCELLANEOUS

Section 1. Bulletin Board. Space shall be provided in Division and Sections, at places of assembly of the employees, for Association Bulletin boards of reasonable size to be supplied by the Association for the posting of announcements relating to Association Business.

Section 2. Copies of Orders. Copies of current general orders, special orders, and personnel orders shall be supplied to the Association, and copies of such orders issued subsequent to the effective date of this Agreement shall be supplied to the Association at time of issuance. The employer further agrees to post any and all new work rules at least 10 days before becoming effective with a copy to the Association except in situations which require immediate or emergency action. Failure to post new work rules shall not occur arbitrarily or capriciously.

Section 3. Separability Clause. Should any provision of this Agreement or any supplement thereto be held invalid by any court or tribunal of competent jurisdiction, or if compliance with or enforcement of any such provision should be restrained by any court, all other provisions of this Agreement and any supplement thereto shall remain in force, and the parties shall negotiate immediately for a satisfactory replacement for any such provision.

Section 4. No Loss of Existing Benefits. Except as improved herein, all job benefits heretofore enjoyed by employees shall continue under the conditions upon which they have previously been granted.

Except as improved herein, all benefits specified in the published rules and regulations, general and special orders in force on the effective date of this Agreement shall be continued in force for the duration of this Agreement.

No employee shall, as a consequence of the execution of this Agreement, suffer a reduction in such benefits, or be deprived of any benefits or protections granted by the law of the Commonwealth of Massachusetts.

Section 5. Scope of this Agreement. The provision of this Agreement supersedes any conflicting or inconsistent rule, regulation, or order promulgated by the Police Chief. In the event of any statute(s) relating to members of the Police Department provides or sets forth benefits or terms in excess of or more advantageous than the benefits to terms of this Agreement, the provisions of such state(s) to the extent not forbidden by law, shall prevail. In the event this Agreement provides or sets forth benefits or terms in excess of or more advantageous than those provided or set forth in any such statute(s), the provisions of this Agreement shall prevail.

Section 6. Safety, Health, Welfare, and Protection of the Public. Both parties to this Agreement shall cooperate in the enforcement of safety rules and regulations. Complaints with respect to unsafe or unhealthy working conditions shall be brought immediately to the attention of an employee's supervising officer and may be a subject of grievance thereunder.

No employee shall be required to operate an unsafe piece of equipment of any kind or a motor vehicle which does not comply with state or federal law. All Police cruisers purchased after this agreement shall be equipped with shot gun racks.

Section 7, Health Benefits

A. Health Care Plan Benefits

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

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

\$20.00 Tier 2	\$40.00 Tier 2
\$35.00 Tier 3	\$70.00 Tier 3
Retail	Mail Order

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

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

B. 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.

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.

Section 8. Police Work.

(a) Except in an emergency situation (e.g. natural catastrophe), as determined by the Mayor or the Chief of Police, all police work currently performed by Fall River Police Officers shall continue to be performed by such officers and the City shall not engage any other persons to perform such duties. Officers assigned to the Environmental Unit, School Crossing Guards, Auxiliary Police and Retired Fall River Police Officers will continue to perform their current duties.

(b) As a daily routine, no male or female police officer shall be required to perform non-police services or duties except in temporary emergencies.

(c) No female police officer shall be required to perform matron duty except in temporary emergencies. In all other cases the Department shall call in standby matrons to perform this duty. Lunch breaks excepted.

(d) The City agrees that no on-duty employee shall transport police department civilian personnel to and from work, in City-owned (or leased) police vehicles, whether such vehicles are marked or unmarked, except in temporary emergencies.

Section 9. Distribution of Copies of the Agreement. The City agrees to furnish the Association with two hundred fifteen (215) copies of this Agreement for distribution as follows:

Board of Police	3
Office of the Chief of Police	2
City Clerk	1
Corporation Counsel	5
City Auditor	1
Bargaining Agent	1
Association Attorney	2
Association	200

The City will print copies of the contract in the City Hall print shop and will absorb the entire cost.

Section 10. Payment of Dues.

(a) The Employer agrees to deduct membership dues according to the policies and procedures now in effect.

(b) The Employer shall make the deductions required herein and shall remit the aggregate amount deducted to the Treasurer of the Association together with a list of all such employees who have paid said dues in accordance with Paragraph One (1) above. The remittance shall be made at least one time per month.

Section 11. Court Costs. The reasonable cost of any court action or Board hearing which results in a finding that any provision or provisions of this Agreement have been violated by the City, shall be paid by the City.

Section 12. Dress Codes.

(a) No department dress code shall require the wearing of nameplates.

(b) The following shall be considered acceptable grooming:

1. Sideburns no longer than ear length neatly trimmed.

2. Hair length, neatly trimmed, not to extend beyond the shirt collar, or over the ears.
3. Effective July 1, 2018 officers will be permitted to grow facial hair in accordance with grooming standards provided by the Chief. The allowance of facial hair will be initially for a 6 month period of time. If it is determined that there are issues concerning the allowance of facial hair, the City or Union may request to meet on or about December 1, 2018 to discuss such issues. Unless determined at that time, that facial hair has created issues that cannot be resolved between the parties, the allowance of facial hair shall continue after the 6 month trial period.

Section 13. Personnel Parking Facilities. The City agrees to cooperate with the Association in a good faith effort to provide parking facilities within a reasonable distance of the station (to be mutually agreed upon) at all times of the day or evening at no cost to the employees. City and Union to convene said study within thirty days of the signing of this Agreement.

Section 14. Association Office. The Association shall have the exclusive use of one room in the Central Police Station at all times. The Department shall permit the Association use of its copy machine(s) for Association business.

Section 15. In-Service Training. A Joint Committee on In-Service Training shall exist. Said joint committee shall be composed of three (3) Association designees and three (3) City designees, to meet at mutually agreeable times, but not less often than once monthly, to make recommendations to the Chief of Police and to the Mayor and to the Association relative to the implementation of an in-service training program. Naloxone Refresher training will be given as part of in-service training every two (2) years.

Section 16. Unfair Labor Practices. The Association and the City agree that there shall be no unfair labor practices within the meaning of General Laws, Chapter 150 E.

Section 17. Air conditioning shall be included in all police vehicles.

Section 18. Stress Counseling. The City shall provide at the City expense, counseling services for employees in need of on job stress related counseling. Counseling will be given by mutually agreed upon provider.

Section 19. Officers shall be made aware of all complaints against them within three (3) Days of the complaint being made. However, the provisions of this section shall not apply to a criminal complaint(s) brought against an officer(s).

Section 20. If the department needs a sergeant and there is no police officer on the promotional list, the senior police officer on duty can be utilized to fill the need. The senior officer may refuse the acting time.

ARTICLE XIII, PROMOTIONAL LIST

Section 1. Promotional Lists. The City agrees to and shall,

(a) through its Chief of Police or Mayor, request the Human Resource Division of the Commonwealth of Massachusetts not less than twenty (20) weeks prior to the holding of a promotional

2

examination for sergeant, lieutenant or captain by said Division, to include the Police Department of the City in the group of municipalities to whose police officers said examination shall be given, in order to assure that a valid two year eligible list within the meaning of M.G.L.C. 31, Section 25, for such ranks become effective as soon as is practical and possible after the expiration or upon the expiration of a Civil Service Eligibility list for such ranks, and to insure that each list be forthwith succeeded by another such eligibility list (i.e., that each two (2) year Civil Service list for promotional opportunities for all members of the bargaining unit as the case may be, be forthwith succeeded by another such eligible list). The intent of this paragraph (a) is to insure that the City makes request for promotional examinations in a timely fashion prior to the expiration of an existing two (2) year promotional eligibility list. It is understood that there may be a break in the continuity of said lists and that due to the administrative scheduling of such examinations by the Human Resource Division, there may come a time when there will be no existing list pending establishment of a new such list.

When vacancies occur (but not later than 30 days after a vacancy is created), a Civil Service list shall be requested and the vacancy shall be filled not later than 30 days after receipt of said list by the Chief of Police.

TEMPORARY SERVICE OUT OF RANK

Any member of the Fall River Police Department temporarily assuming the duties and responsibilities of a higher rank for a period of eight (8) consecutive hours or over, shall receive pay of such higher rank at the highest grade provided until relieved of such additional responsibilities.

If a Civil Service list exists for such ranks, the employee on duty who heads such list shall fill the rank except that no employee shall be required to change from a day to a night assignment (or vice versa) or to be sent from one Division to another, or required to change his days off to accomplish the purpose of this Article.

In the absence of a Civil Service list or if no employee on an existing list is available, as provided in this Article, the senior employee of the next highest rank on duty in the Division or Section may temporarily fulfill the duties of the higher rank.

ARTICLE XIV FURLOUGHS (VACATIONS)

Section 1. An employee who is disabled due to sickness or injury, provided that the sickness or injury is not due to outside employment, during his assigned vacation period, or who was disabled prior to this vacation and such disability continued into his vacation period, shall not be charged for such vacation time, provided, however, that the employee shall not automatically extend his vacation, but said unused vacation shall be assigned later in the vacation year or, if necessary, in the next vacation year, at a time convenient to the Department. The employee shall provide a doctor's certificate with respect to said disability. The word "disabled" means lack of fitness to perform the normal duties of a police officer.

Section 2. Present practice of assignment of furloughs by Division Commanders shall continue in full force and effect, except that in the Uniform Division, the patrolman-percentage of personnel to be allowed on furlough during any one period shall be the same for both the day and the night shift; for the purposes of this Section, the night shift personnel complement shall be the sum total of both First and "Last" watch personnel.

Section 3. Furlough periods shall run from January first to December thirty-first in each year. Vacation time shall be computed as eight (8) full days off for each week's vacation plus regular days off. An employee who retires shall not be required to take his furlough, and all earned compensation, including furlough pay, due him shall be paid to him on the last day following his retirement

Section 4. Employees shall not be required to take vacation during the "prime time" vacation period, but may elect to receive their vacation other than during "prime time." Employees shall not be required to take two (2) consecutive weeks in prime time.

Section 5. Time in Service.

6 months to 5 years	16 days
5 years to 10 years	24 days
10 years to 15 years	32 days
15 years to 20 years	36 days
20 years to 25 years	48 days
25 plus years – one (1) extra day per year	

Section 6. When an Association member is called in to work in a declared emergency during his/her scheduled furlough time, he/she shall gain an extra day's vacation for each tour of duty as determined by the Chief of Police.

Section 7. Officers with two weeks per year may split weeks between primary and secondary time.

Section 8. Any employee shall have the right during the vacation year to elect on the basis of seniority to switch his/her vacation pick with any open vacation slots.

Section 9. Personal Leave. Any employee who has been continuously employed for a period greater than six (6) consecutive months shall be granted three (3) personal days, each contract year this agreement is in effect. Such personal day shall be cumulative from year to year to a maximum of four days. A personal day shall be requested by written notice and received by the department head at least twenty-four (24) hours prior to the intended personal day. Approval shall be based upon adequate staffing levels and shall not be unreasonably denied.

Section 10. After 20 years of creditable service an officer may bank one week of vacation per year, not to exceed 5 weeks. An officer who separates from service for any reason shall be entitled to exchange the banked vacation days for pay along with any other accrued vacation time.

ARTICLE XV, GRIEVANCE PROCEDURE

Section 1. Definition. The term "Grievance" shall mean any dispute concerning the interpretation, application, or the enforcement of this Agreement or any dispute arising out of the powers, rights, privileges, and/or amenities of the City and/or of the Association or a member thereof, or any person or persons employed within the body of the bargaining unit not a member of the Association but represented by the Association as exclusive bargaining agent for the unit

Any grievance or dispute which may arise between the parties shall be settled in the following manner:

Step 1. Grievances shall be first presented by the employee and/or the Association to the Deputy of Operations and/or the Association to the Deputy of Operations and/or to the Deputy of Administration depending on assignment. On request, the employee and/or the Association representative shall be permitted to be excused for the time period necessary to discuss and process the grievances, in addition to the provisions of Article II, Section 2 of this Agreement. Grievances shall be presented within fifteen (15) working days of the occurrence(s), or first knowledge of the occurrence giving rise to the grievance, or unless the parties otherwise agree. An agreement to extend the grievance filing deadline shall be reduced to writing, and signed by representatives of the parties having the authority to do so.

Step 2. If the grievances are not resolved in Step 1, or if said Deputy of Operations and/or Deputy of Administration fails to meet with the employee and/or the Association representative, the grievance shall be submitted in writing to the Chief of Police who shall meet with the Association's Grievance Committee and/or the employee involved, within five (5) days from the time the grievance is submitted to him/her in writing. The meeting so held shall be for the purpose of discussion and an attempt to resolve the grievance. The Chief of Police shall answer the grievance, in writing, within five (5) days after said meeting.

Step 3. If the grievance is not resolved at Step 2, and/or not in writing answered by the Chief of Police within the time limit allowed, the grievance may be submitted in writing to the Director of Human Resources and/or the designee of the Mayor, who shall meet with the Association's Grievance Committee and/or the employee involved, within ten (10) days from the time the grievance

is submitted to him/her in writing, the purpose of said meeting shall be an attempt to resolve the grievance. The Director of Human Resources shall answer the grievance in writing within three (3) days after said meeting.

Step 4. If the grievance is not resolved at Step 3, and/or not answered by the Director of Human Resources within the time limit allowed, the grievance may be submitted to arbitration by the Association, and only by the Association, except as hereinafter set forth in Section 4, by written notice to the Director of Human Resources within thirty (30) days. The arbitrator shall be selected by the mutual agreement of the parties. If the parties fail to agree upon the selection of a single arbitrator, the Association may refer the matter to the Massachusetts Board of Conciliation and Arbitration for arbitration in accordance with its rules, or may request the American Arbitration Association to provide a panel of arbitrators from which a selection of a single arbitrator shall be made, in accordance with its voluntary labor arbitration rules.

The fee of the arbitrator, and expenses incurred by him/her and those of the American Arbitration Association, if any, shall be shared equally by the parties.

For grievances only, the decision of the arbitrator shall be final and binding upon the parties, except that the arbitrator shall not alter, amend, add to, or subtract from the provisions of this Agreement, or establish new terms or conditions under this Agreement. The dispute as stated in the submission to arbitration of the grievance involved shall constitute the sole and entire subject matter to be heard by the arbitrator, unless the parties agree to modify the scope of the hearing. Any of the time limits outlined in this Section may be changed at any time by mutual agreement of the parties involved at each Step.

A grievance of a general nature which affects a group or class of employees, or a policy grievance, may be filed by the Association at Step 2.

Section 2. The written grievance would state in reasonable detail the nature of the grievance and the remedy requested.

Section 3. Employees shall not be disciplined, suspended, terminated, or discharged except for just cause. Any dispute relative to discipline, suspension, termination, or discharge or to matters within the jurisdiction of any Retirement Board established by law of the Civil Service Commission may be subject of grievance and arbitration under the terms of this Agreement, with the option of the employee to proceed at Step 4 of the grievance/arbitration procedure, or may be processed respectively before a Retirement Board and/or the Civil Service Commission; provided, however, an employee may not pursue both remedies in terms of the same dispute.

If an employee elects arbitration, any action previously taken by the City pursuant to Chapter 31 or Chapter 32 will be considered the equivalent of a Step 3 determination; and his/her election in writing shall constitute the grievance thereunder.

Section 4. Informal Grievances. Nothing contained in this Agreement shall prevent employees from submitting informally grievance matters to their superior officers. Such informal grievances shall be an attempt to resolve these matters within the unit watch and/or division. The Association may at the request of an employee take part in said informal grievances. Nothing shall prevent any employee and/or the Association from filing a formal written grievance thereafter through the above described grievance procedure as set forth in Article XV, Section 1.

ARTICLE XVI, EMPLOYEE INTERROGATION PROCEDURE

No member of the Police Department shall be required or requested, directly or indirectly, to submit to interrogation which could lead to disciplinary action, except in accordance with the following rules:

1. The interrogation of a member of the Department shall be at a reasonable hour, preferably when the member is on duty unless the exigencies of the investigation dictate otherwise. Where practicable, interrogations would be scheduled for the daytime, and reassignment of the member to day tour of duty in lieu of his/her next regularly scheduled tour of duty may be employed, or said member shall be compensated on an overtime service basis. No member shall suffer loss of pay for time spent under interrogation. If the day of the requested interrogation is a scheduled day off or furlough day for said employee, said employee shall receive overtime compensation plus an additional day off.
2. The interrogation shall take place at the Police Station and shall be conducted by an officer higher in rank.
3. Said member shall be informed of the rank, name, and command of the officer in charge of the investigation, as well as the rank, name, and command of the interrogating officer and all other department personnel present during the interrogation.
4. In the opinion of the Police Chief, if a time delay will not jeopardize the investigation, said member shall be informed of the nature of the investigation at least 12 hours prior to any scheduled interrogation, including the name of the complainant(s). The address of the complainant(s) and/or witnesses need not be disclosed; however, sufficient information to reasonably apprise the member of the allegations shall be provided. If it is known that the member being interrogated is a witness only, he/she should be so informed at the initial stage, and no statement, oral or written, given or requested of him/her, may, at any later point or stage, be used as the basis of any misconduct or other charges against him/her. If such statements or any information thereby acquired is used in any way against said member, any charge emanating therefrom shall forthwith be dismissed and quashed.

5. The interrogation shall be completed with reasonable dispatch. Reasonable respites shall be allowed. Time shall also be provided for personal necessities, meals, telephone calls, and rest periods as are reasonably necessary. Said member shall be afforded full time and opportunity to have access to his/her notes and any witnesses to refresh his/her recollection as to the alleged charges of misconduct, and/or the incident in question, and this prior to any interrogation.

6. Said member shall not be subjected, during said interrogation, or any time prior outlined thereto, to any offensive language, nor shall he/she be threatened with transfer, dismissal, reassignment or other disciplinary punishment. No promises of reward shall be made as an inducement to answering questions.

7. The complete interrogation of a member of the force may be recorded mechanically or electronically or by a department stenographer. Said member shall be given an exact copy of any written statement he/she may execute, and, if formal charges are preferred against him/her, he/she shall, at his/her request, be given an exact copy of said interrogation, at no cost to him/her.

8. In all cases wherein a member is to be interrogated he/she shall be afforded, if he/she so requests, an opportunity and facilities to contact and consult privately with counsel and/or a representative of the Association before being interrogated, provided the interrogation may not be postponed for purposes of counsel and a representative of the Association past 10:00 A.M. of the day following the scheduled day for the interrogation, unless a later date is mutually agreed upon.

Counsel, if available, and said Association representative may be present during the interrogation of said member; and counsel at all times may be a participant in such proceedings.

9. If a member of the Department is under arrest, it is likely to be, that is, if he/she is a suspect or the target of a criminal investigation, he/she shall be given his/her rights pursuant to the Miranda decision.

10. The refusal by an officer to answer questions as permitted by applicable law may result in disciplinary action.

11. "Interrogation" hereunder shall mean oral interrogation. Nothing hereunder shall prevent the Department from requiring written reports within 24 hours after such request or later by mutual agreement.

12. Due Process Law. The City agrees through the Chief of Police, in accordance with the provision of Chapter 31, Section 41, MGL shall appoint the City Director of Human Resources or his/her designee to serve as hearing officer(s) for the department regarding disciplinary action taken against members of the bargaining unit during the term of this agreement.

ARTICLE XVII, PERSONNEL FILES

(a) Employees shall not have entered in their personnel files negative review, reports, and/or criticisms unless it is first shown that the employee has received prior instruction, training, or direction on the matters being review, reported, or criticized. A written verification of the facts and dates of the training instruction and/or direction received by the employee must be placed into the personnel file simultaneously with or before any negative review, report, and/or criticism can be placed into the personnel file.

(b) An employee shall have the right to read and inspect any matter placed in his/her personnel file. Before any document may be placed in an employee's file, the employee must sign a verification that the same has been shown to the employee and been reviewed by the employee. The employee shall

have the right to enter a "response" or explanatory "statement," to be entered in the personnel file, along with each and every document entered into his/her file, if an employee should refuse to sign an acknowledgment of review of a document properly presented to the employee, a superior officer may enter a certified statement into the personnel file that the employee was properly presented the matter and/or document and has refused to sign and/or acknowledge the same.

(c) No matter may be placed into a personnel file unless it is done within a reasonable time after occurrence of that matter. This provision is to insure that any reviews, reports, and/or criticisms are made at the time of the alleged occurrence. It is further understood that this provision is intended to prevent the employer from entering a review, report, and/or criticism into the personnel file of an employee on matters which were not raised or developed at the time when the occurrence first became known by superior officers and/or the employer. This shall not prevent the employer from taking action on matters which were not known, at the time of occurrence by superior officers and/or the employer.

1. No old matters or issues not previously properly entered in the personnel file may be raised, used, or considered in disciplinary matters.

2. No cumulative reports on the performance of an employee by superior officers may be written, raised, used, or considered in disciplinary matters unless each and every item in said report has been previously documented and properly entered into the personnel file. Any matters which had not been previously and properly entered into the personnel file must be stricken from any report before said report shall be read, used, or considered by the person(s) considering the disciplinary matters.

(d) Time Limits on Use of Discipline.

Records of discipline may not be used as a basis for future discipline beyond the foregoing time limits so long as the police officer has not received additional discipline for a similar infraction(s) during the time limit: i. written reprimand, one (1) year; ii. Suspension of five (5) days or less, two (2) years; iii. Suspension of more than five (5) days, five (5) years.

ARTICLE XVIII, UNIFORMS

Uniforms or clothing destroyed or damaged in the line of duty shall be repaired or replaced at City expense, in accordance with present practice. Uniforms and/or equipment lost as a result of neglect or negligence shall be replaced at the employee's expense.

The City shall furnish to all newly hired employees, and shall replace for all employees where necessary such equipment as required by the Department, including, without limitation, duty weapons, holsters, handcuffs, handcuff case, mace holder, nightsticks, nightstick holder, badges, insignias, belts (garrison and traffic), and cartridge case.

ARTICLE XIX, WAGES

1. General Wage Increases:

July 1, 2017	2.0% General Increase
July 1, 2018	2.0% General Increase

2. Field Training Officer:

2

The Field Training Officers will be paid 5% above the patrol officer's maximum rate once an employee is assigned by the Chief of Police and trained as a Field Training Officer. There will be no more than twenty (20) officers assigned as Field Training Officers. The assignment to Field Training Officer is at the Chief of Police's authority and is not subject to Article XV, Section 1, Grievance Procedure, of the Collective Bargaining Agreement.

3. Twenty Year Wage Step:

All of an officer's creditable service as defined by M.G.L. c. 32 and accepted by the Fall River Retirement Board shall be used in calculating "20 or more years of service" for purposes of eligibility for the 4% wage premium set forth in this Article. The officer must have the creditable service recorded by April 1 of any year in order to utilize the service in the following fiscal year.

4. Accreditation:

The union agrees to co-operate with National Accreditation, (CALEA), to include allowing our members to be evaluated in the performance of their duties. The members' immediate supervisor, on a semi-annual basis, will conduct these evaluations.

The completed evaluation forms will be kept in the Office of Accreditation and will only be used to satisfy the minimum requirements of CALEA. The completed evaluation forms will not be shared with outside agencies, be used for assignments, promotions, discipline, or any other subject besides the minimum requirements of CALEA. The evaluation format will not expand or broaden without further negotiations between the city and the union.

An appeal procedure will be established if a member disagrees with any section of his/her evaluation. For the union's co-operation with National Accreditation, each member will receive a 1% general wage increase on July 1, 2012, a .50% general wage increase on January 1, 2013, and a .50% general wage increase on July 1, 2013.

For the union's co-operation with National Accreditation, members with 20 years of credible service will be granted six weeks of furlough. Effective July 1, 2012 there will be one base rate of pay to include Quinn Bill benefits.

After twenty years of credible service a member may bank one week of furlough per year, not to exceed five weeks. Amending Article XIV Section 10 of the current collective bargaining agreement.

This provision on accreditation will not terminate if the city is unable to retain National Accreditation.

NIGHT SHIFT DIFFERENTIAL

Employees who are regularly scheduled to work night shifts (First Watch, Last Watch), or who work any shift or tour of duty commencing after 3:59 p.m. and ending at or before 8:00 a.m., shall receive, in addition to their regular weekly compensation, a night shift differential equal to 5 percent of the regularly weekly compensation, said 5 percent shall be computed on the simple base pay step,

including Quinn Bill benefits, applicable to each individual officer. Effective July 1, 2011 the complete base will be used in place of the simple base for computing the night shift differential. Such night differential shall not be included in base pay for purposes of determining court time pay, or holiday pay, but shall be included in base pay for purposes of determining overtime pay, vacation pay, sick pay, bereavement leave, and injured leave pay, and shall be included in base pay pension/retirement purposes. Officers who are temporarily assigned to days shall continue to receive their night differential while on temporary assignment.

WEEKEND DIFFERENTIAL

Effective July 1, 2017, Police Officers who are regularly scheduled to work a weekend shift(s) beginning at 4:00 pm on Friday and ending at 8:00 am on Monday or for any hours worked between those times, or Police Officers who are on paid leave during scheduled work hours between 4:00 p.m. on Friday and 8:00 a.m. on Monday shall receive a 5% Weekend Shift Differential for all such hours. The Weekend Shift Differential shall be applied to a Police Officer's complete base pay as defined in Article XIX, Night Shift Differential. Such Weekend Shift Differential shall not be included in base pay for purposes of determining court time pay, or holiday pay, but shall be included in base pay for purposes of determining overtime pay, vacation pay, sick pay, bereavement leave and injured leave pay and shall be included in base pay for pension/retirement purposes. Police Officers eligible for the Night Shift Differential shall in addition receive the Weekend Shift Differential for regularly scheduled weekend night shifts or for all hours worked between 4:00 pm on Friday and 8:00 am on Monday. Police Officers not regularly scheduled to work weekend shifts shall receive the Weekend Shift Differential when they work any weekend hours between 4:00 pm on Friday and 8:00 am on Monday.

DIRECT DEPOSIT

Effective when agreed to by all City unions, employee compensation shall be paid by direct deposit. Employees will be required to furnish the City with an account name, account number, and bank routing number to enable the direct deposit.

ARTICLE XX, INDEMNIFICATION

Section 1. The city agrees to defend any employee who, as a result of any police action, is being sued civilly or charge criminally: Such defense shall be provided at no expense to the employee in accordance with the provisions of Chapter 258, Section 13 of the Massachusetts General Laws.

Section 2. The City Corporation Counsel or designee shall provide employees with a legal defense in any civil or criminal proceeding arising out of any act or omission within such employee's scope of employment. In the event the Corporation Counsel determines there is a reasonable likelihood that a judgement rendered against such employee may not be indemnified by the City pursuant to Section 1 hereof, the Corporation Counsel shall designate an outside attorney to represent such employee at the City's expense.

Section 3. Employees are required to provide reasonable cooperation to the City in the defense of any claim against the City, its officers, or employees.

ARTICLE XXI, ASSIGNMENT, TRANSFER AND COMPLEMENT

Section 1. Day and Night Seniority Assignments.

(a) Assignments of all employees subject to this Agreement, to day or night watches in the Uniform Division, shall be made on the basis of seniority except in cases of emergency or illness. Senior employees shall be assigned to the day watch. An employee shall have the option to refuse such day assignment

(b) Assignment, transfers, and officer complement priorities. For the purpose of this section, Jail-Property-Communications Sections shall be considered part of the uniform Division. Transfer between Staff Services and the Uniform Division shall not be allowed without the slot being posted for ten days and the slot filled on the basis of seniority.

(c) Seniority to mean department wide seniority.

ARTICLE XXII, QUINN BILL

Section 1. It is understood and agreed that in the event that General Laws, Chapter 41, Section 108L is underfunded, repealed, or amended by the Commonwealth of Massachusetts or its acceptance rescinded by the City, members of the bargaining unit who were employed by the Fall River Police Department on July 1, 2009 shall continue to receive the education incentive pay and percentages they were receiving prior to July 1, 2009 as well as the education incentive pay and percentages they may be entitled to receive after July 1, 2009 in accordance with Chapter 41, Section 108L had Chapter 41, Section 108L not been underfunded, repealed, or amended, and the City shall pay the entire amount thereof. It is the intent of this section to guarantee to the employees described within this subsection 100% payment of the education incentive pay benefits as a contractual benefit, notwithstanding any subsequent appropriation or legislation that might affect Chapter 41, Section 108L or the City's reimbursement by the Commonwealth. Such education incentive pay benefits shall be no less than 10% for an Associate's degree in law enforcement or 60 points earned towards a Baccalaureate degree in law enforcement, 20% for a Baccalaureate degree in law enforcement, and 25% for a Master's degree in law enforcement or for a degree in law.

For employees who were not eligible for inclusion within the program set out in General Laws Chapter 41, Section 108L ("Quinn Bill"), the City will pay them a base salary increase of five per cent (5%) upon attaining an associate's degree in law enforcement or sixty points earned to a baccalaureate degree in law enforcement, a ten per cent (10%) increase upon attaining a

2

baccalaureate degree in law enforcement, and a twelve and one-half per cent (12.5%) increase upon attaining a master's degree in law enforcement or for a degree in law. In all other respects (eligible degrees, time of payment, etc.) employees covered under this paragraph shall be treated the same as employees covered under the Quinn Bill as of July 1, 2009.

Section 2. Educational benefits under this Article shall be paid in 26 biweekly payments.

Section 3. Probationary Officers shall not receive payment for educational incentive while serving their probationary period.

Section 4. Payment will be allowed only upon submission of a certified copy of the officer's transcript along with a copy of his/her degree. The aforementioned documentation shall be submitted to and approved by the Chief of Police and forwarded to the Director of Human Resources.

ARTICLE XXIII, SICK LEAVE

Section 1. An employee after using a total of six (6) days of undocumented sick leave (of three or less days) in any 12 month period, may be required by the Chief, after notice, to submit a physician's certificate for each subsequent sick leave absence during the remainder of such 12 month period. Failure to submit a physician's certificate for each subsequent sick leave absence may result in loss of pay for said undocumented sick leave. An employee so required by the Chief of Police to submit a physician's certificate will be required to report to the department physician for examination and issuance of said certificate, or if the department physician is not available, the Chief of Police may direct the employee to report to a doctor of the Chief of Police's choice. The cost of such examination shall be paid by the City. In lieu of being examined by the department physician or a doctor of the Chief of Police's choice, the employee may submit a certificate of his/her own physician at his/her own expense. Upon an officer's use of a seventh undocumented sick day in any twelve month period, the officer will lose one of the personal days annually accrued under Article XIV, Section 9. Upon an officer's use of a twelfth undocumented sick day in any twelve month period, the officer will lose another of the personal days annually accrued under Article XIV, Section 9. Compensatory days granted under Article XI, Section 7 shall not be taken under this provision. The six days of undocumented sick leave referred to above shall be available to the officer for family illness. The days of undocumented leave, whether taken for personal illness or family illness, will count toward forfeiture of personal days. The restrictions of Section 2 shall apply to the officer taking such leave for family illness.

Section 2. When a police officer is out sick for a short or long term and he/she leaves his/her residence that officer shall call the station house and notify the department of time he/she is leaving the house, destination, and as soon as he/she returns shall again call the station house. If the department calls the employee's home and receives no answer and the record does not indicate that the officer notified the department he/she was leaving the residence, only then shall a home visitation be made by the department as soon as feasible. If the officer is found not to be at home appropriate action shall be taken.

SICK LEAVE INCENTIVE

Section 3. Administrative Leave.

2

A. An employee who is not out sick for a period of three (3) consecutive months shall receive one (1) day off with pay. The three-month period shall be July 1 to September 30, October 1 to December 31, January 1 to March 31, and April 1 to June 30. Reasonable notice of day off request shall be given to the department. Administrative leave request for a particular day shall be granted according to officer complement levels, but shall not be unreasonably denied.

B. Paternity Use of Administrative Leave. An employee who receives administrative leave under the provisions of Section 3, subdivision A of this Article may accrue a total of three (3) days administrative leave to be credited to, and used by, the employee at the time his spouse gives birth provided, however, that the Chief of Police may cancel said leave by declaration of an emergency condition or disaster.

C. Sick Leave Incentive. If an officer is injured on the job, the sick leave incentive shall continue to accrue while the officer is out on leave.

SICK LEAVE VACATION

Section 4. Vacation Leave shall continue to accrue during an employee's absence while on injured leave, sick leave, or other compensable leave.

Members of the bargaining unit who are absent on injured leave, sick leave, or other compensable leave for one (1) year or longer shall not accrue vacation leave.

Members of the bargaining unit whose absence spans one (1) year or longer over two (2) calendar years, shall upon return to duty have his/her vacation pro-rated to reflect the absence during the two (2) year calendar period.

Section 5. Surgeon Cards. An employee absent from duty for more than four (4) days on sick leave or injured leave shall submit to the Police Department a doctors certificate stating his/her diagnosis and prognosis, with his/her estimate of the duration of sick leave or injured leave. Thereafter, a similar doctor's certificate shall be submitted each thirty (30) days, and upon the employee's return to duty, he/she shall also submit to the Police Department a doctor's certificate of fitness to return to full duty.

ARTICLE XXIV, DURATION

Section 1. The term of this agreement shall be effective July 1, 2015, or at such later date as to certain provisions thereof, as may be specifically referred to in this agreement. This agreement shall remain in full force and effect until 11:59 P.M. on June 30, 2019, or until a new contract is duly executed. On or after January 1, 2019, either party may submit its proposals for a new agreement to be effective on the termination of this agreement and the parties shall proceed forthwith to bargain collectively with respect thereto.

Section 2. This agreement shall continue in full force and effect until successor agreement is executed.

ARTICLE XXV, DRUG TESTING

The Fall River Police Department shall have a drug testing program, to be conducted in the manner set forth below:

Section A: Reasonable Suspicion

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

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

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

(3) A review committee shall be established for the purpose of determining whether the Chief had reasonable suspicion to order the drug test. The committee shall be composed of a representative selected by the Chief, one by the Union, and a third member selected by the first two. If the review committee members are unable to reach agreement on a third committee member within 14 days, the third member shall be a retired judge of Bristol County agreed upon by the parties. The review of the Chief's directive must be completed within 24 hours; however, the officer must submit the sample prior to the review committee's determination. The review process shall be an informal one and the Committee's determination shall be final and not subject to the grievance/arbitration procedures.

(4) The testing shall be performed at a reputable medical facility, after consultation with the association. Said medical facility shall collect the specimens and shall be required to maintain documentation of its chain of custody.

(a) The officer shall be advised of the specimen collection procedure.

(b) The officer shall observe the medical facility's labeling procedures as follows:

- 1) Each specimen shall be placed in individual containers, including a split sample, and shall, in the presence of the officer, be sealed, labeled, and initialed by the officer.
- 2) The office shall be given a drug screening information sheet prior to the testing which shall permit the officer to make note of any prescription and/or over-the-counter drugs taken within the last 90 days. This information sheet shall be used by the medical facility in making its findings.
- 3) The medical facility shall provide the officer with access to a "split sample" which the officer may have forwarded for testing to a laboratory of his own choosing. The split sample shall be processed in accordance with acceptable medical laboratory procedures and costs shall be borne by the officer.

(c) The medical facility/laboratory shall determine (1) the specific testing methodology to be used in performing the initial screening and/or the confirmatory test, (2) the panel of drugs to be tested, and (3) the detection level for the substance tested.

(d) The Chief shall be notified of the final test results and shall then immediately notify the officer.

(5) Any officer who tests positive shall be provided the opportunity to enroll in a rehabilitation program, except in those situations in which the officer used, sold, or purchased drugs while on active duty. In these situations, the officer may be subject to discipline.

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

Section B: Annual Drug Testing

Each fiscal year, beginning on July 1, 2014, the Employer may conduct drug tests of up to twenty-five percent (25%) of the employees in the bargaining unit. The annual drug testing shall be conducted under the following guidelines:

- a. All employees to be tested shall be tested no more than thirty (30) days before or thirty (30) days after his/her birthday.
- b. All employees tested shall be chosen at random by a private vendor with experience and expertise in employee drug testing;
- c. All testing shall be performed in accordance with the Mandatory Guidelines for Federal Workplace Drug Testing Programs with respect to form of testing, specimen collection, testing procedures, procedures for declaring a test positive/negative, and testing laboratories;
- d. Drugs for which employees will be tested are the following: amphetamines, barbituates, benzodiazepenes, cocaine, marijuana, methadone, methaqualone, opiates, phencyclidine, propoxythene, steroids, and synthetic opiates.
- e. Employees with a valid prescription for any of the tested drugs shall be considered negative for such drugs;
- f. The consequences of a positive drug test shall be the same as those specified in Section A, above.
- g. In consideration for this Section B, each member of the bargaining unit shall receive a \$400 stipend to be paid in 26 bi-weekly payments. Said payments will continue to not be considered part of "base wages."

ARTICLE XXVI, RESULTS OF ORAL EXAM

An officer who was denied a promotion may request the Chief to provide the reasons why he/she was denied the promotion and the Chief shall provide the reasons to the requesting officer.

ARTICLE XXVII, REOPENER

In the event the City negotiates a higher across the board wage increase for any non-school municipal union than indicated above, the union may, at its option, notify the city of its desire to reopen negotiations on the subject of the wage increase in dispute and on no other subject.

ARTICLE XXVIII, ON CALL COMPENSATION

Police officers working in MCD, IIT, Professional Standards, canine officers, Court Liaison Officers, Accident Reconstruction Team and Crime Prevention Identification Bureau shall receive four (4) hours compensatory time for each week of on-call duty.

ARTICLE XXIX, SPECIAL LONGEVITY

Employees with 26 or more years of service in the Fall River Police department as of July 1, 2009 who have not elected to be Class #1 employees shall be Class #2 employees. The following provisions of this agreement shall not be applicable to the Class #2 employees: the 10 compensatory days effective on July 1, 2010; the 10 compensatory days effective on July 1, 2011; the 3.0% general wage increase effective January 1, 2012; and the 4.0% wage increase effective on April 1, 2012. For the duration of this contract Class #2 employees shall be paid the wage rate set forth for July 1, 2010.

The effective date for the Longevity/Proficiency step increases set forth in this Article shall be January 1 of each year. The Proficiency/Longevity scale for purposes of payment of a total annual benefit upon separation shall be:

Longevity:	YEARS OF SERVICE	AMOUNT
	5	\$200.00
	10	\$400.00
	15	\$600.00
	20	\$800.00
	25	\$1,000.00
	28	\$2,000.00

Proficiency:	YEARS OF SERVICE	AMOUNT
	0-4	\$200.00
	5	\$700.00
	10	\$950.00
	15	\$1,250.00
	20	\$1,600.00
	25	\$2,000.00

* Effective July 1, 2014 officers who have completed their probationary period will receive annual Proficiency Pay of \$200 in their base pay until the completion of their fourth year of service measured from the completion of their probationary period.

Complete Base Salary Rates

Bi-weekly

Step	7/1/14	7/1/17 (+2.0%)	7/1/18 (+2.0%)
1	1879.10	1916.69	1955.01
2	1962.08	2001.32	2041.34
3	2045.06	2085.96	2127.67
4	2099.36	2141.35	2184.16
5	2153.54	2196.61	2240.56
5 yr	2192.55	2236.40	2281.14
10 yr	2212.05	2256.30	2301.42
15 yr	2233.74	2278.42	2323.98
20 yr	2347.88	2394.83	2442.73
25 yr	2374.92	2422.42	2470.87
28 yr	2420.02	2468.42	2517.79

For Officers who have completed probationary period
and qualified for \$200 proficiency pay.

Step	7/1/14	7/1/17	7/1/18 (+2.0%)
1	1886.75	1924.49	1962.98
2	1969.74	2009.13	2049.32
3	2052.71	2093.76	2135.64
4	2107.01	2149.15	2192.14
5	2161.21	2204.43	2248.52

2

June 13, 2008

Michael Perreira, President
Fall River Police Association, MCOP Local 1854
685 Pleasant Street
Fall River, MA 02721

RE: Educational Benefit

Dear President Perreira,

This letter will constitute a "side letter" to the current agreement between the City and the Fall River Police Association:

Officer Linette Dispirito shall be entitled to annual educational benefits of \$400 in addition to her regular annual wage for her non-law enforcement degree. This officer shall no longer be eligible for this benefit if and when she qualifies for payment of benefits under the Quinn Bill.

Sincerely,

Madeline Coelho (signed)
Director of Human Resources

Approved & Agreed: Michael Perreira (signed)
Michael Perreira, President

2

May 3, 1985

Fall River Police Association
c/o Joseph Millerick, President
Police Headquarters
Fall River, MA 02720

Dear Sirs:

This side letter of agreement is executed in accordance with the provisions of the recently executed collective bargaining agreement between your Association and the city, for the three (3) year term commencing July 1, 1984.

Notwithstanding the provisions of City Ordinances or of C. 41, Section 99A, all regular members of the Police Department represented by your Association who were first appointed before July 1, 1984, except as hereinafter set forth, may reside any- where outside of the limits of the City of Fall River, within the Commonwealth. Such members who were first appointed before July 1, 1984, who were promoted prior to July 1, 1984, or who have been or may be promoted on and after such date may similarly reside anywhere outside of the limits of the City of Fall River, within the Commonwealth.

Permanent intermittent police officers in the employ of the City of Fall River as of this date who hereafter are appointed as permanent regular members of the Police Department shall also be entitled, upon their appointment or in the event of their future promotion to superior officer ranks, to reside anywhere outside of the limits of the City of Fall River within the Commonwealth.

The provisions of this side letter shall be subject to the grievance/arbitration provisions of said collective bargaining agreement, and shall, by this reference, be deemed a part of said agreement for all purposes.

Very truly yours,

Agreed to by:

City of Fall River
Carlton Viveiros
Mayor

Fall River Police Association
Joseph F. Millerick (signed)
President

August 6, 1999

Mr. Michael Troia
President
Fall River Police Association
685 Pleasant Street
Fall River, Ma 02722

RE: CO 95-9 Sick Leave

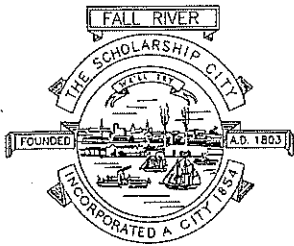
This letter will constitute a "side letter of agreement" to the current agreement between the City of Fall River and the Fall River Police Association to clarify the intent of the parties to the agreement.

The chiefs order 95-9 dated February 23, 1996 concerning use of sick leave is replaced by Article XXVI Sick Leave Guidelines Section 1 of the current agreement. CO 95-9 is no longer applicable.

Sincerely,

Robert L. Connors
City Administrator

Approved and agreed Michael Troia (signed)



PAUL E. COOGAN
Mayor

City of Fall River
Massachusetts
Office of the Mayor

3

RECEIVED

2021 MAR 18 P 1:47

CITY CLERK
FALL RIVER, MA

March 18, 2021

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

RE: Confirmatory Taking
Kuss Middle School
Assessor Parcel ID No. H20-0021

Mr. President and Members of the Honorable Council:

For your information and review, attached please find a request from Corporation Counsel, Alan J. Rumsey to record a Confirmatory Taking with the correct property description, and execute a Release Deed of any interest the City may have inadvertently acquired to H20-0008.

Thank you for your favorable consideration in this regard.

Sincerely,

Paul E. Coogan
Mayor

3

City of Fall River
Office of the Corporation Counsel

PAUL E. COOGAN
Mayor



ALAN J. RUMSEY
Corporation Counsel

GARY P. HOWAYECK
Assistant Corporation Counsel

18 March 2021

Paul E. Coogan, Mayor
City of Fall River
One Government Center
Fall River, MA 02724

Re: Confirmatory Taking
Assessors Parcel ID No. H20-0021

RECEIVED
2021 MAR 18 P 1:47
CITY CLERK
FALL RIVER, MA

Dear Mayor Coogan:

As you know, the property at 206 Globe Mills Avenue is scheduled to be conveyed this week. As I have explained, I received an e-mail from legal counsel for the Buyer of the property stating that the title exam to the property had indicated that the Order of Taking by the City of Assessors Parcel ID H20-0021 for the Kuss Middle School, recorded with the Bristol County (Fall River District) Registry of Deeds on July 21, 2004 in Book 5506, Page 103 (hereinafter "the Kuss Taking") contained the correct area for H20-0021, but inadvertently included Parcel H20-0008 in the legal description of the parcel being taken.

It is my understanding that it was never the City's intention to take H20-0008, but that the intention was only to acquire the vacant land on H20-0021 for use for the baseball field and parking. In order to correct this situation, it will be necessary to record a Confirmatory Taking with the correct property description, and execute a Release Deed of whatever interest the City may have inadvertently acquired to H20-0008.

Attached please find a proposed Confirmatory Order of Taking for adoption by the City Council and approval by you.

Please contact me if you have any questions or comments.

Very truly yours,


Alan J. Rumsey

**CONFIRMATORY ORDER OF TAKING
CITY OF FALL RIVER ASSESSORS' PARCEL ID No. H20-0021**

Whereas, the City of Fall River (hereinafter called the "City") is a duly organized municipal corporation under the General Laws of Massachusetts, with offices at One Government Center, Fall River, Massachusetts; and

Whereas, the City has previously determined that it is in the public purpose to acquire a certain parcel of land, described below for the purpose of locating a public school and appurtenant facilities on said parcels of land, and by this Order of Taking, affirms and restates said determination; and

Whereas, pursuant to said prior determination of public purpose, the City caused an Order of Taking to be recorded with the Bristol County (Fall River District) Registry of Deeds in Book 5506, Page 103 (hereinafter the "2004 Order of Taking"); and

Whereas, the 2004 Order of Taking affected three (3) parcels of land shown on the City of Fall River Assessors Maps as Parcel ID No. H20-0021, H20-0004, and H20-0019, respectively; and

Whereas, the legal description of Parcel ID No. H20-0021, inadvertently includes the parcel of land, with buildings thereon, shown on the City of Fall River Assessors Maps as Parcel ID No. H20-0008 (hereinafter "Parcel ID No. H20-0008"), and the City did not intend to take said Parcel ID No. H20-0008; and

Whereas, the City is making this taking, which is confirmatory in nature, to cure and hence remove any cloud on title to said Parcel ID No. H20-0008 that may have arisen or if any there be, and to clarify the boundaries of Parcel ID No. H20-0021 as taken in order to confirm title of said Parcel ID No. H20-0021 in the name of the City of Fall River;

Now, Therefore, it is Ordered by the City Council of the City of Fall River, as follows:

1. That the City of Fall River, Massachusetts, under the authority of Massachusetts General Laws, Chapter 79, does hereby take by eminent domain, in fee simple, the following described parcel of land located in the City of Fall River, with all buildings, improvements, all easements and rights and privileges as specifically referred to if any, but not limited thereto, and all claims, rights and interests of any kind or nature therein, whether vested or otherwise, including the trees and structures, standing upon or affixed thereto, including air rights and the fee, if any, in all streets and passageways in said area and rights, if any, either contiguous or nearly contiguous and adjacent or nearly adjacent to the property taken hereby:

Assessors Parcel ID. No. H20-0021

Beginning at a point in the southwesterly corner of the property to be described, said point being Four Hundred Seventy-Seven and 50/100 (477.50) feet northerly of the northerly line of Globe Mills Avenue; thence

N 13° 2' 16" E	by land now or formerly of the City of Fall River, Two Hundred Fifty-One and 60/100 (251.58) feet to a point; thence
S 76° 47' 57" E	by Draper Avenue, Eighty-Seven and 73/100 (87.73) feet, to a point; thence
S 12° 56' 49" W	by land now or formerly of the City of Fall River, Two Hundred Fifty-One and 60/100 (251.60) feet to a point; thence
N 76° 54' 7" W	by land now or formerly of Chace Street, Inc, Eighty-Seven and 73/100 (87.75) feet, to the point of beginning.

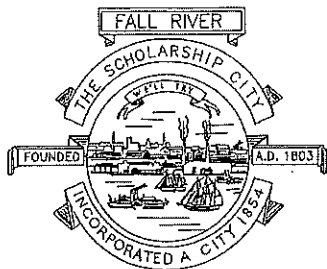
Said parcel containing 22,070 square feet, more or less

Being part of the premises described as the first parcel in a deed dated December 31, 1986, and recorded with the Bristol County (Fall River District) Registry of Deeds in Book 1766, Page 29.

2. It is further Ordered that in accordance with the provisions of the General Laws of Massachusetts, awards are made by the City of Fall River for damages, if any, sustained by the owner or owners and all other persons including mortgagees of record having any and all interest in each parcel. No damages associated with this Confirmatory Order of Taking have been deemed warranted.
3. It is further Ordered that the City of Fall River hereby releases any interest it may have inadvertently acquired in the parcel shown on the City of Fall River Assessors Maps as Assessors' Parcel ID No. H20-0008, as a result of the Order of Taking recorded with the Bristol County (Fall River District) Registry of Deeds in Book 5506, Page 103, and authorizes the Mayor to execute, and cause to be recorded, a Release Deed to Chace Street, Inc, releasing any such rights.
4. It is further Ordered that a copy of this Confirmatory Order of Taking and related plans, if any, be recorded at the Bristol County (Fall River District) Registry of Deeds, and the Land Registration Section thereof, if applicable, in compliance with M.G.L. Chapter 79.

4

**City of Fall River
Massachusetts
City Council**



RECEIVED

2021 MAR 18 A 9:15

CITY CLERK
FALL RIVER, MA

CLIFF PONTE
President
City Council

March 18, 2021

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

Dear Members of the City Council:

At the February 9, 2021 Regular Meeting of the City Council, this Honorable Body approved the hiring of KP Law, P.C. as legal counsel for the City Council.

As a result, the Council Vice President and I have worked with Attorney Lauren F. Goldberg to draft a policy on the use of the City Council Attorney.

The intent of this policy is to establish a proper procedure for any contact with the City Council Attorney that will result in financial charges to the City of Fall River. To stay on budget, and to ensure that consistent advice is received, a formal system needs to be in place for these services and this policy establishes these guidelines.

I look forward to the City Council's consideration and deliberation of the attached policy.

Sincerely,

Cliff Ponte
Cliff Ponte
City Council President

Enc.

**City of Fall River
City Council Policy on Use of the City Council Attorney**

INTENT

The intent of this policy is to establish a proper procedure for any contact with the City Council Attorney that will result in financial charges to the City of Fall River. To stay on budget, and to ensure that consistent advice is received, a formal system needs to be in place for these services.

POLICY

1. Any request for legal services by an individual City Councilor shall be submitted in writing to the City Council President or the City Council Vice President and a copy sent to the City Council Secretary at city_council@fallriverma.org.

2. Prior to making a request for legal services, City Councilors shall first try to find the answer to their questions by looking at applicable state law, researching available guidance, or speaking with a state agency.

3. City Councilors will notify the City Council President or the City Council Vice President if a written response is needed.

4. The request will include a brief description of the matter.

5. The request will indicate whether the matter is a high or low priority.

6. The request will indicate when the opinion is needed. For example, if it is needed for inclusion in the City Council's packet on Thursday, then the City Councilor needs the opinion no later than Wednesday.

7. The City Council President or City Council Vice President shall review the completed submission within two days of its receipt and decide whether such question should be forwarded to the City Council Attorney, taking into consideration matters, such as the budget, or whether the question has been previously asked.

8. If approved, the City Council President or City Council Vice President will forward the request, as well as contact information for the City Councilor requesting legal services, to the City Council Attorney.

9. If the request is denied, the individual City Councilor may request that the full City Council consider and vote upon the request for access.

10. The City Council Secretary shall keep a list of requests, and report to the Council Leadership each month how many requests were filed, as well as the number approved and the number denied.

11. The City Council President and City Council Vice President should both sign off on the monthly bill and added to City Council agenda for City Councilors to accept and place it on file.

12. In the event of an emergency, City Councilors shall contact City Council Leadership and/or the City Clerk to advise of the emergency.

13. The City Council Attorney should attend all Fall River City Council Committee on Ordinances and Legislation meetings. The Chair of the Committee on Ordinances and Legislation will make arrangements to discuss the agenda with the City Council Attorney once the agenda is prepared to allow the City Council Attorney to prepare for such meeting.

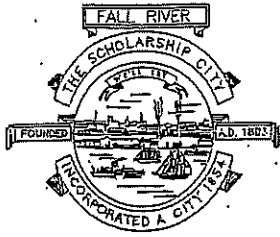
14. If the Chair of a respective sub-committee is requesting the attendance of the City Council Attorney, the Chair needs to send that request in writing to the City Council President and City Council Secretary. The Chair is required to speak with the City Council Attorney prior to the meeting to prepare them for possible discussions. If the City Councilor feels the meeting is going to last longer than 30 minutes, the City Council Secretary and City Council President must be notified.

15. Open Meeting Law complaints will continue to be sent to the Office of the Corporation Counsel. If Corporation Counsel is unable to respond in a timely manner, Corporation Counsel must request permission from the City Council President or City Council Vice President in writing to engage the services of the City Council Attorney.

16. The City Council President will determine if the City Council Attorney needs to attend meetings of the Committee on Finance or Regular and Special Meetings of the City Council. If their attendance is required, the City Council should consider taking items out of order to keep billing hours in line.

17. This policy shall be reviewed three months following its effective date, as appropriate.

18. This policy shall be effective on March 24, 2021.



**City of Fall River
Massachusetts**

Planning Department

RECEIVED

2021 MAR 18 P 3:51

OFFICE CLERK
FALL RIVER, MA

PAUL E. COOGAN
Mayor

WILLIAM G. KENNEY, AICP
City Planner

March 18, 2021

Council President Ponte and Members
Fall River City Council
One Government Center
Fall River, MA 02722

Dear Councilor Ponte and Members:

At your meeting on February 9, 2021, it was voted to refer the following matter to the Planning Board for review, public hearing and recommendation:

Request submitted to the City Council to initiate a request from Karen and Roland Langevin, as owners of the Notre Dame Rectory, to amend the City of Fall River Central HD Zone to include the location of the Notre Dame Rectory located at 529 Eastern Avenue and adjacent parcels (as identified in an attached map) and to forward this request to the Planning Board for the scheduling of a Public Hearing.

Pursuant to this referral, the Planning Board convened (via "zoom") a duly noticed public hearing on March 17, 2021 and, after hearing public testimony and after due consideration, a quorum being present, it was moved, seconded and unanimously VOTED:

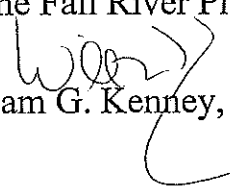
To recommend to the City Council that the "City of Fall River Central Market Housing Development [HD] Zone and Plan" be amended to include within the existing zone and plan the location of the Notre Dame Rectory located at 529 Eastern Avenue and adjacent parcels (as identified in the attached map).

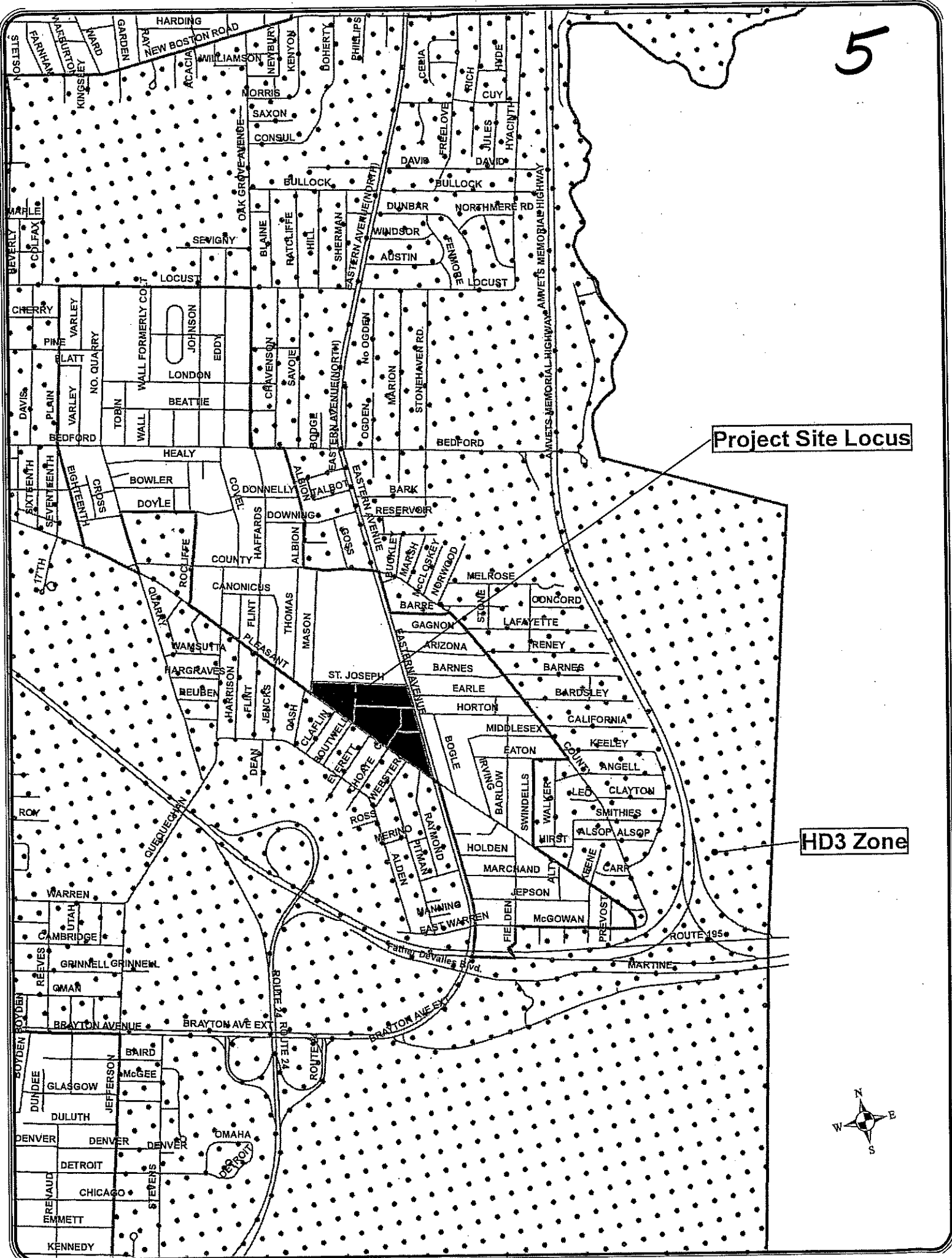
The Planning Board is of the opinion that approving this amendment will be of benefit to the City by advancing the goals set forth in the Housing Development Incentive Program enabled pursuant to Massachusetts General Laws, Chapter 40V, to promote increased residential growth, expanded diversity of housing supply, neighborhood stabilization, and economic development in Gateway Cities.

Respectfully submitted,

For the Fall River Planning Board

By:


William G. Kenney, Director of Planning



RESOLUTION APPROVING AMENDMENT TO
CITY OF FALL RIVER CENTRAL MARKET HOUSING DEVELOPMENT ZONE AND
PLAN

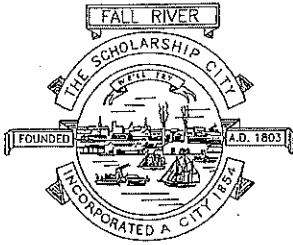
WHEREAS, on January 25, 2021, Mayor Coogan submitted to the City Council, and recommended for approval, the request of Karen and Roland Langevin, as owners of the Notre Dame Rectory located at 529 Eastern Avenue, and adjacent parcels, all as shown on the attached plan, for amendment of the City of Fall River Central Market Housing Development Zone and Plan to include the Notre Dame Rectory and adjacent parcels within said zone and plan; and

WHEREAS, on February 9, 2021, the City Council referred this proposal to the Planning Board to conduct a public hearing, as required under applicable regulations, 760 CMR 66.08, and to submit its recommendation to the City Council; and

WHEREAS, pursuant to this referral, the Planning Board convened a duly noticed public hearing on March 17, 2021 and, after hearing public testimony and after due consideration, determined that adoption of the proposed amendment would advance the goals set forth in the Housing Development Incentive Program enabled under M.G.L. c. 40V to promote increased residential growth, expanded diversity of housing supply, neighborhood stabilization and economic development in Fall River, a "Gateway Community"; and

WHEREAS, the Planning Board thereupon unanimously voted to recommend to the City Council that the request, submitted by Karen and Roland Langevin, and concurred in by Mayor Coogan, for amendment of the said zone and plan be approved, now therefore

BE IT RESOLVED that the City Council of Fall River approves the proposed amendment to the referenced zone and plan, as requested, for submission to the Department of Housing and Community Development for final approval.



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

5

PAUL E. COOGAN
Mayor

January 25, 2021

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

RECEIVED
2021 FEB -2 A 9:49
CITY OF FALL RIVER, MA

RE: Proposed Amendment to the Central HD Zone

Dear Council President Ponte:

With regard to the above referenced subject matter and pursuant to 760 CMR 66.00, please accept this correspondence to initiate a request from Karen and Roland Langevin, 410 Grove Street, Fall River, MA 02720, as owners of the Notre Dame Rectory, to amend the City of Fall River Central HD Zone to include the location of the Notre Dame Rectory located on 529 Eastern Avenue and adjacent parcels as identified in the attached map and forward this request to the City of Fall River Planning Department for the scheduling of a Public Hearing on this matter.

Notre Dame de Lourdes Church was constructed in 1874 to accommodate the French-Canadian and Irish populations who settled in the east end of Fall River to work in the cotton mills. In addition to the Church the parish grew over time to include an orphanage, convent, school, rectory, Brother's Residence, high school and off-site cemetery. In 1982, during a restoration of the Church project, a massive fire destroyed the Church and many of the nearby buildings, however, the parish's rectory survived.

As a means to save and re-purpose this historic structure for residential use, the project proponents will be investing an estimated \$4,548,704. As a result of this investment, the Notre Dame Rectory will be converted into 14 residential units where it is anticipated that 10 units will be market rate, 2 units will be community housing units offered at 100% AMI and 2 units will be HOME funded units. Recently, the Fall River Historic Commission has agreed to place the property on the List of Significant Structures and the project has received Part 1 Historic Approval from both federal and state historic commissions. Part 2 Historic Application approval for federal and state historic tax credit funding was filed for on January 15, 2021.

As some of you may recall, the Central HD Zone, was ordained by the Fall River City Council on March 8, 2016, approved by then Mayor Jasiel Correia on March 10, 2016 as part of the City

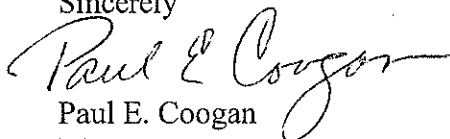
5

of Fall River Revised Ordinances and subsequently approved by the Massachusetts Department of Communities and Development in May 2016.

The requested action by the Fall River City Council is a state mandated first step in the HD Zone amendment process. After the convening of a Public Hearing by the City of Fall River Planning Department on this matter, the request will be forwarded back to the Fall River City Council for further action.

As such, I respectfully request that the Fall River City Council look favorably upon this application and vote to send it to the Fall River Planning Department for further action. Thank you for your time and attention in this matter. If you have any questions or need any additional information, please do not hesitate to call Kenneth Fiola, Jr. Esq, Executive Vice President, BC EDC at 508-965-4942.

Sincerely



Paul E. Coogan
Mayor

CITY OF FALL RIVER
IN CITY COUNCIL

FEB - 9 2021

Referred to Planning
Board 9 years

emailed to: Bill Kennedy Planning
2/10/21 cc: Paul + Brittany

City of Fall River, *In City Council*

6

(Council President Ponte)

WHEREAS, the City of Fall River is anticipated to receive over 70 million dollars from the 1.9 Trillion Dollar Stimulus Plan, and

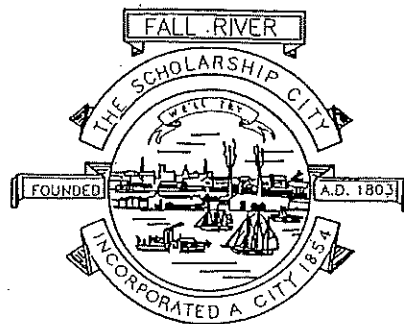
WHEREAS, this is considered one-time money and there will likely be restrictions on how the money can be allocated, now therefore

BE IT RESOLVED, that the Administration present to the City Council Committee of Finance a presentation that outlines a suggested plan, and

BE IT FURTHER RESOLVED, that the Administration's plan include a list of priorities from the highest to the lowest priority.

— The —
City of Fall River, Massachusetts

City



Council

Official Resolution

Be it resolved, that the City Council
hereby extends its Commendation to:

*Students and Faculty of the
Diman Regional Vocational Technical High School Electricity Program*

In Recognition of:

Your extraordinary work, professionalism, and dedication in making significant capital improvements to the historic structures located at the Watuppa Reservation Headquarters during the fall and winter of 2020.

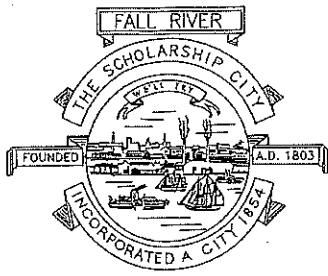
Be it further Resolved, that the Fall River City Council
extends best wishes for continued success and that
this resolution be entered in the Records
of the City Council.

ADOPTED
March 23, 2021

Proposed by: City Council
City Councillor

Chadwick
President

Attest: Alison M. Bouchard
City Clerk



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



PAUL E. COOGAN
Mayor

PAUL J. FERLAND
Administrator

March 15, 2021

City Council
One Government Center
Fall River, MA 02722

RECEIVED
2021 MAR 17 P 1:10
CITY CLERK
FALL RIVER, MA

RE: Request Citation Award for Diman Reg.Voc.Tech. High School Electrical Students

Dear Council,

I write today to ask that the Fall River City Council consider awarding a citation to Diman Regional Vocational Technical High School and, in particular, the electrical shop students under the instruction of Peter Chace for their amazing work this fall and winter at the Watuppa Reservation Headquarters located at 2929 Blossom Road.

The partnership with Diman reaches back several decades when students fabricated steel fire lane gates and made property signs and other printed materials.

About five years ago, with the help of Vocational Director Maria Torres, a new collaboration began where students from no fewer than four shops began making significant capital improvements to the historic structures at the Watuppa Reservation saving the city tens of thousands of dollars in labor costs upgrading antiquated systems, improving safety and efficiency and, importantly, preserving the usefulness and appearance of the old buildings. Among the projects students completed were installation of a new oil-burning furnace and hot water heater along with new LED basement lights in the farmhouse and a new propane-fired hot-air system in the four-stall garage. The garage also received an exterior makeover including new white cedar shingles, all new windows and masonry pointing. The electrical shop then installed a whole new electric service in the garage dropping the overhead line underground and added exterior motion detecting lights, attic lights, individual bay lights, work bench lights and new outlets.

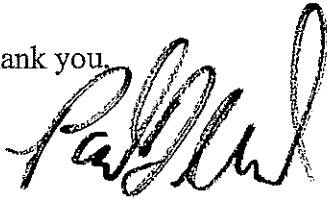
More recently, Diman committed to completely upgrading the old knob-and-tube wiring at the farmhouse. Amidst the challenges and limitations brought on by the pandemic, Mr. Chace and his

students, clad in masks and abiding by all social distance protocols, persevered throughout the winter completely rewiring the first floor, installing new efficient LED lights, switches and outlets, and smoke and CO detectors. They even got a head start on next winter's close-out tasks by running new wires up the utility chase and through-out the attic.

The Department of Community Utilities is extremely grateful for the diligent and professional efforts of these students and their instructors. The city has much to be proud of both in this well-run program, which gives so much back to the community, and in this new crop of young people who performed so well.

We hope you will recognize this extraordinary work completed during these extraordinary times by awarding this citation.

Thank you

A handwritten signature in black ink, appearing to read "Paul J. Ferland". The signature is stylized with a large, looping "P" and "F".

Paul J. Ferland EIT
Administrator, Community Utilities



GEICO General Insurance Company

12

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

#21-16B



03/05/2021

[REDACTED]
1 Government Ctr FL 2ND
City Clerk
Fall River, MA 02722-7700

Company Name: GEICO General Insurance Company
Claim Number: 056035933 0101 037
Loss Date: Saturday, February 13, 2021
Policyholder: Alice Harkins
Claimant Vehicle: Police

CITY CLERK
FALL RIVER, MA

2021 MAR 12 A 11:19

RECEIVED

689931847 00001390 000000001 0000402/000006864

Dear Fall River Police Department,

We haven't received a response to our prior written communication attempts. We also haven't been able to reach you by phone.

We previously sent you our supporting documents and written subrogation demands. Our investigation reveals that your insured is at fault for this loss.

If we do not hear from you within 10 days, we will take further action which may include litigation or referring our damages to a collection agency. If you wish to resolve this amicably, please forward your settlement draft or call me at the number listed below to discuss the claim.

Please include our claim number on your check and make the check payable to GEICO General Insurance Company as subrogee of Alice Harkins. Your check can be mailed to:

GEICO General Insurance Company
ATTN: Plaza Cashiers
P.O. Box 96008
Washington, DC 20090-6006

Thank you for your prompt attention to this matter.

Law Offices

Sabra & Aspden

A Professional Association

RECEIVED
2021 MAR 11 A 11:41

CLERK 21-19
FALL RIVER, MA

12

STEVEN P. SABRA
ssabra@sabraandaspden.com
MATTHEW M. ASPDEN*
maspden@sabraandaspden.com
MATTHEW W. ASPDEN, II
mwa@sabraandaspden.com

Of Counsel
HON. BERNADETTE L. SABRA
Retired Justice-District Court
bls@sabraandaspden.com

1026 COUNTY STREET
SOMERSET, MA 02726
Tel (508) 674-0890
Fax (508) 679-5998

March 9, 2021

CERTIFIED MAIL NO. 7018 1830 0001 1634 5721

City Clerk
City of Fall River
One Government Center
Fall River, MA 02720

Re: Notice of Injury to
Cole Medeiros on
February 23, 2021 at
Approximately 7:45 a.m. at
Spencer Borden School, Fall River, MA

Dear Sir or Madam:

Please be advised that I represent the above named, Cole Medeiros, through his Mother and next friend, Dawn Medeiros, with regard to personal injuries sustained in a fall that occurred on or about February 23, 2021 at the Spencer Borden School in Fall River, Massachusetts.

Cole Medeiros alleges, through counsel, that on the above date, the City of Fall River and the Fall River School District, their agents, servants, or employees, were negligent and careless in their maintenance of said property thereby causing injuries to Cole Medeiros. More specifically, Cole Medeiros was walking on the walkway leading to the school when he was caused to slip and fall as a result of ice on said walkway. Cole Medeiros did suffer personal injuries which required and continue to require medical care and treatment.

This notice is given pursuant to the provisions of Massachusetts General Laws, Chapter 84, Sections 18 and 19 regarding injuries and/or damages to person or property caused by defects in ways as provided by M.G.L.Ch.84,S.15.

This notice is also given pursuant to the provisions of M.G.L.Ch.258.

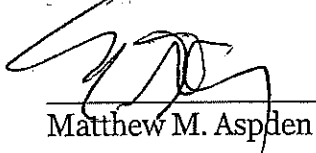
3-11-2021
City Clerk ✓
City Council ✓
Law Dept. ✓
DPW ✓

#21-19 12

City Clerk
March 9, 2021
Page Two

The giving of the above notice is solely to protect my client's rights under said General Laws and does not constitute and is not to be considered any election of remedies or waiver of other rights he may have against the City of Fall River.

Very truly yours,


Matthew M. Aspden

MMA:mmt
cc: Dawn Medeiros
dic: 3/6

12

Law Offices

Sabra & Aspden
A Professional Association

RECEIVED

STEVEN P. SABRA
ssabra@sabraandaspden.com
MATTHEW M. ASPDEN*
maspden@sabraandaspden.com
MATTHEW W. ASPDEN, II
mwa@sabraandaspden.com

Of Counsel
HON. BERNADETTE L. SABRA
Retired Justice-District Court
bls@sabraandaspden.com

2021 MAR 15 P 2:35 026 COUNTY STREET
SOMERSET, MA 02726

21-19A
CITY CLERK
FALL RIVER, MA
Tel (508) 674-0890
Fax (508) 679-5998

March 12, 2021

CERTIFIED MAIL NO. 7018 1830 0001 1623 5806

City Clerk
City of Fall River
One Government Center
Fall River, MA 02720

Re: Notice of Injury to
Cole Medeiros on
February 23, 2021 at
Approximately 8:45 a.m. at
Spencer Borden School, Fall River, MA

Dear Sir or Madam:

Please be advised that I represent the above named, Cole Medeiros, through his Mother and next friend, Dawn Medeiros, with regard to personal injuries sustained in a fall that occurred on or about February 23, 2021 at the Spencer Borden School in Fall River, Massachusetts.

Cole Medeiros alleges, through counsel, that on the above date, the City of Fall River and the Fall River School District, their agents, servants, or employees, were negligent and careless in their maintenance of said property thereby causing injuries to Cole Medeiros. More specifically, Cole Medeiros was walking on the walkway leading to the school when he was caused to slip and fall as a result of ice on said walkway. Cole Medeiros did suffer personal injuries which required and continue to require medical care and treatment.

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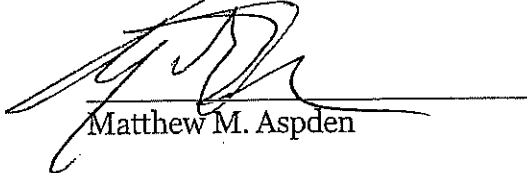
This notice is also given pursuant to the provisions of M.G.L.Ch.258.

3-18-2021
City Clerk ✓
City Council ✓
Law Dept ✓
DPW ✓

City Clerk
March 12, 2021
Page Two

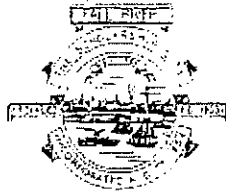
The giving of the above notice is solely to protect my client's rights under said General Laws and does not constitute and is not to be considered any election of remedies or waiver of other rights he may have against the City of Fall River.

Very truly yours,



Matthew M. Aspden

MMA:mmt
cc: Dawn Medeiros
dic: 3/6



City of Fall River
Notice of Claim

12
RECEIVED

2021 MAR 15 P 2:42

CITY CLERK #21-20
FALL RIVER, MA

1. Claimant's name: Michael Johnson
2. Claimant's complete address: 110 Purchase St Milford, MA 01757
3. Telephone number: Home: _____ Work: 224-762-0172
4. Nature of claim: (e.g., auto accident, slip and fall on public way or property damage):
Street sweeper damaged parked and unoccupied vehicle
5. Date and time of accident: 01/30/2020 11:32 AM Amount of damages claimed: \$ _____
6. Exact location of the incident: (include as much detail as possible):
Intersection of Fountain St and Columbia St
7. Circumstances of the incident: (attach additional pages if necessary):
Mr. Johnson's vehicle was parked on Fountain street just before Columbia street. City street sweeper being operated on north Fountain street. Street sweeper impacted with Mr. Johnson's vehicle as passing by. Driver of street sweeper advised maneuvering between vehicles as vehicles parked on both sides of the street. Police contacted and a report was written for the incident. Claim with USAA Auto Insurance. Claim #22535760-4 PO BOX 33490 San Antonio, TX 78265 210-531-8722 ext 40578
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: 3/12/2020

Claimant's signature: _____

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

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

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: 3-15-21

COMMITTEE ON FINANCE

MEETING: Tuesday, February 9, 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
Chris Gallagher, Director of Facilities Maintenance
Attorney Lauren F. Goldberg, KP Law, P.C.
101 Arch Street, 12th Floor, Boston, MA 02110
Attorney Arthur D. Frank, Jr., Law Offices of Arthur D. Frank, Jr.
209 Bedford Street, Suite 402, Fall River, MA 02720

The chair called the meeting to order at 6:03 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 9, 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
Patrick Higgins, 1197 Robeson Street – Citizens Input Number 1 and Number 2
Collin Dias, 560 Ray Street – School Committee, Composting, and signage to promote the wearing of face masks
2. Letters of interest received in response to City Council request for legal services submitted by Attorney Arthur D. Frank, Jr., Law Offices of Arthur D. Frank, Jr., and Attorney Lauren F. Goldberg, KP Law, P.C.
Council President Cliff Ponte provided a brief overview of the matter and stated that the request for legal services was published in the Fall River Herald News on January 17, 2021, and listed on the City's Website www.fallriverma.org and the website for the Commonwealth of Massachusetts

www.commbuys.com. He then stated that two letters of interest were received, one from Attorney Arthur D. Frank, Jr. and one from Attorney Lauren F. Goldberg from KP Law, P.C. Attorney Arthur D. Frank, Jr. stated that he wished to disclose the fact that approximately 10 years ago he performed work for Councilor Linda M. Pereira and Council President Cliff Ponte in real estate matters. He then stated that he has been a practicing attorney in the City of Fall River for 37 years and that, at one time he was partners with Attorney Joseph I. Macy and Attorney Gary Howayeck but has since opened the Law Offices of Attorney Arthur D. Frank, Jr. He also stated that he has worked for various municipalities through the years, including Fall River, Somerset and Swansea and also mentioned that if he were to be hired for this position he would no longer represent any private individuals before any Fall River board or commission. He mentioned that his office is local and he has provided a very competitive hourly rate of \$175.00 per hour. Councilor Leo O. Pelletier asked Attorney Arthur D. Frank, Jr. if he will be available to attend all City Council Meetings as required. Attorney Arthur D. Frank, Jr. stated that he will be available as necessary. Councilor Trott Lee asked Attorney Arthur D. Frank, Jr. if he is familiar with the new City Charter. Attorney Arthur D. Frank, Jr. stated that he is very familiar with the new City Charter. Councilor Shawn E. Cadime asked Attorney Arthur D. Frank, Jr. how he stays informed about municipal topics. Attorney Arthur D. Frank, Jr. stated that he uses the Massachusetts Municipal Lawyers Website and he also attends many of their webinars to stay updated on new regulations. Councilor Linda M. Pereira stated that she is concerned about the \$40,000.00 budget for legal services because the budget in the upcoming year could be different. She then stated that the Law Offices of Arthur D. Frank, Jr. quoted \$175.00 per hour and KP Law, P.C. quoted \$275.00 per hour, so that difference should also be considered. Attorney Lauren F. Goldberg of KP Law, P.C. stated that her firm represents 130 to 140 cities and towns in the Commonwealth of Massachusetts. She also stated that KP Law, P.C. employs about 40 attorneys and the firm is owned by 24 attorneys. Attorney Lauren F. Goldberg then stated that she is usually always available by cell phone, text or email and their firm will bill monthly in any format that is requested. She also stated that since her firm employs numerous attorneys, they have experts in all areas of municipal law. Councilor Bradford L. Kilby stated that he is in favor of engaging the services of KP Law, P.C. due to their expertise in municipal law. Councilor Pam Laliberte-Lebeau stated that when she worked with Attorney Lauren F. Goldberg during the Jasiel F. Correia II matter, she found her to be incredibly thorough and well versed, so she is in support of engaging the services of KP Law, P.C. Councilor Trott Lee stated that he is impressed with the level of detail provided by KP Law, P.C. and will be in support of hiring KP Law, P.C. Councilor Linda M. Pereira stated that she had hoped there would have been more than two responses to the advertisements requesting legal services. Attorney Lauren F. Goldberg stated that due to the number of attorneys at her firm that specialize in various areas of municipal law, when a city or town engage the services of KP Law, P.C. they receive a great amount of support. Councilor Leo O. Pelletier stated that he is in support of hiring KP Law, P.C. because the firm is not politically involved in the City of Fall River. Councilor Shawn E. Cadime stated that he would be the only member of the City Council that has had a business relationship with KP Law, P.C. as his employer, the Town of Seekonk is a client of KP Law, P.C. He then asked Attorney Lauren F. Goldberg how does your firm stay ahead of all the changes in municipal law. Attorney Lauren F. Goldberg stated that since her firm employs so many attorneys, each attorney stays abreast of changes that affect their specialization. Council President Cliff Ponte stated that all invoices from KP Law, P.C. would be reviewed by both himself and City Council Vice President Pam Laliberte-Lebeau to ensure accuracy. Councilor Michelle M. Dionne stated that any questions Councilors may have for KP Law, P.C. should be brought to the City Council President or Vice President and they will contact KP Law, P.C. Council President Cliff Ponte stated that he will work with KP Law, P.C. to establish rules to request the services of KP Law, P.C. On a motion made by Councilor Bradford L. Kilby and seconded by Councilor Michelle M. Dionne, it was voted 9 yeas to engage the services of K.P. Law, P.C.

3. Discussion with the Director of Facilities Maintenance re: Council Chambers and Hearing Room renovations

The Director of Facilities Maintenance provided a brief overview of renovations to take place in the City Council Chamber and Hearing Room. He also stated that the City applied for an American with Disabilities Act (ADA) Grant for \$250,000.00, which was approved to upgrade the ramp in the Council Chamber and change the amphitheater style floor of the Hearing Room by leveling the floor and replacing the seating. He then stated that the carpet on the walls of the Council Chamber will be removed and replaced with sheet rock and painted. The Director of Facilities Maintenance then stated there are \$50,000.00 in the Facilities Maintenance Budget for ADA upgrades which will be used as needed. Council President Cliff Ponte asked when this work will be completed. The Director of Facilities Maintenance stated that these upgrades will be done in stages, so as not to interfere with meetings. He then stated that all work will need to be completed by June 30, 2021. Councilor Bradford L. Kilby thanked the Director of Facilities Maintenance for his work in obtaining grant funding to renovate these areas to be in compliance with ADA requirements.

4. Transfers and appropriations

a. \$226,737.00 for the OPEB Trust Fund from the following:

General Fund Free Cash	\$220,150.00
Water Fund Free Cash	\$ 3,356.00
Sewer Fund Free Cash	\$ 994.00
EMS Fund Free Cash	\$ 2,237.00

b. \$1,731,352.00 from the General Fund FY20 Surplus Revenue to the General Fund Stabilization Fund

c. \$426,925.00 from the EMS Enterprise Fund FY20 Surplus Revenue to the EMS Stabilization Fund

The Director of Financial Services provided a brief overview of the transfers and appropriations. She then stated that the OPEB Trust Fund balance is \$537,667.00 and the OPEB liability is approximately \$604 million dollars. She also mentioned that the Administrator of Community Utilities has chosen to delay the transfer of any surplus revenue to the Water and Sewer Stabilization Funds as he is anticipating the use of free cash in the Fiscal Year 2022 Budget to offer some relief of rate increases to the taxpayers. Councilor Shawn E. Cadime asked the Director of Financial Services, if transfers of surplus revenue must be completed by June 30, 2021 and the Director of Financial Services stated that yes, that would be the case, and the Administrator of Community Utilities will make the decision prior to June 30, 2021. Councilor Michelle M. Dionne asked the Director of Financial Services if the City has received any information on the use of the CARES ACT funds for water services. Mary Sahady stated that the City is still working diligently with the Federal Government for any updates in the guidelines for the use of CARES ACT funding.

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 8:29 p.m.

List of documents and other exhibits used during the meeting:

Citizens' Input Communications

Agenda packet (attached)

DVD of meeting

Colleen A. Taylor
Clerk of Committees

FEBRUARY 9, 2021

COMMUNICATIONS

SUBMITTED

FOR

CITIZENS' INPUT

City Council

RECEIVED

13

From: Patrick Higgins <patrick@patrickhiggins.co>
Sent: Monday, February 8, 2021 2:27 PM
To: City Council
Subject: [EXTERNAL] Citizens Input Number 1

2021 FEB -8 P 2:38

CITY CLERK
FALL RIVER, MA

How many open meeting law complaints will it take before the City of Fall River's public bodies will start to comply with the open meeting law? In reviewing the minutes of all sub committees of the City Council and the City Council itself, I find that the members of the City Council have assigned the recording of minutes to the office of the City Clerk. Every meeting where any member participates remotely, even if only one, requires that a roll call vote be taken on each motion. The city Council is asking the "clerk" to take a roll call vote. Then the Clerk, acting as agents of the members of the public bodies, type in "by a vote of 5 ayes, the motion carried." This is not the proper way to memorialize the roll call votes in the minutes. Charlie, Aye, Tammy nay, sam present, is the proper way to record a roll call vote in the minutes.

Then we have the zoning board of appeals, their January agenda and the video of the meeting, reflect that the minutes of August 20, September 17, October 15 and November 19 are all not accepted. I filed a formal open meeting law complaint against the ZBA for failure to accept or adopt these minutes within 30 days or 3 meetings, which ever is later and the agenda for the Feb 18th meeting reflects my formal open meeting law complaint and then only the January 21, 2001!!

This is not rocket science people. Y'all have had 2 formal open meeting law trainings, put on by the Assistant Attorneys General, assigned to the Division of Open Government over the past 5-6 years. Since there was no food given out, why the hell did you attend? You obviously were there to be seen, but not to learn anything!

The next 2 formal training webinars are this Thursday and March 10, 2021. If you and the members of the public body of the City of Fall River don't understand the open meeting law attend the webinars!

February 11, 2021: 6:00pm:

<https://attendee.gotowebinar.com/register/905427346323776271>

After registering, you will receive a confirmation email containing information about joining the webinar.

March 10, 2021: 9:30am:

<https://attendee.gotowebinar.com/register/8289480258137855246>

After registering, you will receive a confirmation email containing information about joining the webinar.

Thanks

Patrick Higgins

City Clerk

From: OpenMeeting (AGO) <openmeeting@state.ma.us>
Sent: Friday, February 05, 2021 3:23 PM
To: City Clerk
Subject: [EXTERNAL] RE: Question regarding minutes

If the record of each vote in the minutes lists the nine members and then states "9 yeas" I think it would be splitting hairs to say that isn't effectively the same as listing each person's vote..

Sincerely,

Carrie Benedon (she/her/hers)
Assistant Attorney General
Director, Division of Open Government
Massachusetts Office of the Attorney General
(617) 963-2540

From: City Clerk <city_clerks@fallriverma.org>
Sent: Friday, February 5, 2021 12:35 PM
To: OpenMeeting (AGO) <OpenMeeting@MassMail.State.MA.US>
Subject: RE: Question regarding minutes

CAUTION: This email originated from a sender outside of the Commonwealth of Massachusetts mail system. Do not click on links or open attachments unless you recognize the sender and know the content is safe.

Thanks for getting back to me.

So, listing the names of all nine Council members present, and a roll call vote of "9 yeas" is not sufficient to describe the unanimous vote?

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

From: OpenMeeting (AGO) [<mailto:openmeeting@state.ma.us>]
Sent: Friday, February 05, 2021 11:31 AM
To: City Clerk <city_clerks@fallriverma.org>
Subject: [EXTERNAL] RE: Question regarding minutes

Alison,

This is a good question.

RECEIVED /3

City Council

2021 FEB -8 P 2:38

From: Patrick Higgins <patrick@patrickhiggins.co>
Sent: Monday, February 8, 2021 2:30 PM
To: City Council
Subject: [EXTERNAL] citizens input number 2

CITY CLERK _____
FALL RIVER, MA

Importance: High

Y'all will be discussing the hiring of a law firm to represent the City Council. My vote is for KP Law. They have already represented the council in the Jasiel Correia II matter and they are like getting 200 attorneys for the price of one. They have numerous attorneys who represent municipalities all over the Commonwealth and chances are, anything that the City Council needs legal advice on, one of their attorneys has probably handled something close to it.

Also Lauren Goldberg is very competent regarding the open meeting law and does a great training on it.

Thanks

Patrick Higgins

From: Collin Dias <collind00@aol.com>
Sent: Tuesday, February 09, 2021 11:10 AM
To: City Council
Subject: [EXTERNAL] Citizens Input Fall River City Council 2/9/21

RECEIVED

2021 FEB -9 A 11:31

Fall River City Council Committee on Finance Citizens Input 2/9/21

CITY CLERK
FALL RIVER, MA

Collin Dias
560 Ray Street, Fall River, Massachusetts 02720

Good afternoon Council President and members of the City Council,

Last night, I attended one of the wildest School Committee meetings in recent time. Watching the disfunction of government 1st hand of our school committee was a shame. For starters, the Superintendent was a big bully. He was calling out school committee members prior jobs, and glancing menacing stares at other school committee members when they said something he didn't agree with. He showed little professionalism or even decorum, he always spoke out of turn. Also, just a heads up to the council, the school committee is going to ask for a lot of money from your body soon for various projects. Lastly, the school committee was supposed to go into routine executive session, however, Vice Chairman Mark Costa, Tom Kourey, Joshua Hetzler, the Union guy, and Mimi Larivee abruptly voted to adjourn, failing to allow the school committee to conduct the business of government, and let our constituents down. Mark Costa left the meeting early before the vote to adjourn was even finished, only to make his vote at the door. He failed to show decorum and respect for the school committee. I think it is clear that the School Committee has fallen apart, and I believe we as a city and as a community need to intervene to stop this. This superintendent has got to go. Also, latest lawsuit involving the Facebook post and the teacher was filed against the city, not the school department. So this is an early warning that any Malone lawsuit will also be filed against the city. The City Council should demand the investigation report into superintendent Malone, and if the School Committee refuses, the school committee needs to be punished.

One great thing the School committee did that the city council did not, they provided snacks for the public, which the city council should look into when you decide to open up.

A few days ago there was a subcommittee meeting with School Committeeman Hetzler as the chair. I submitted a citizens input to his subcommittee. It was, actually, quite non controversial, never mind completely covered by the 1st amendment of the constitution. Mr. Hetzler, without even reading it, ruled my citizens input out of order. He violated the law, and he needs to be held accountable for his actions. The city should also look into changing the charter so that an elected official that is also employed by the city, has to choose what salary to collect. He has no entitlement to two salaries by the city.

Another topic I wish to discuss is composting and the environmental concerns in our city. It seems like Councilor Lee is the only councilor who wants to see a composting program in this city, and I saw his commitment to reducing the cost of hauling trash in Fall River. It's commendable. It was said at the last health and environmental affairs meeting is the biggest obstacle in the way of the city using our already acquired composting bins is because and I quote, "a public official complained about the \$25 dollar fee for the bins". The fee for the bins is not that high, and that public official should see the good composting can do. I don't see a problem with the fee for the composting bins. I just have one question, and perhaps I missed it when watching the meeting, we acquired all of these composting bins with grant money, where currently are the bins?

Lastly, I submitted a communication that's on the agenda for the city to look into posting signage promoting mask wearing. We should look into positive ways we can come together. Perhaps I am a little biased, but we should make signage from the Disney plus show, the mandalorian. It will be funny, it will promote masks, and it will be a good thing for this community. Similar acts and ideas have been done in other communities, it's just a small thing to help.

This is the way.

Collin Dias

14



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

3/18/21 emailed to Law Dept.

Page 1

3/9/21 emailed to all Co, copy to L. Pelletier

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