



City of Fall River Massachusetts
Office of the City Clerk

RECEIVED

2022 AUG 12 P 1:38

CITY CLERK _____
FALL RIVER, MA

ALISON M. BOUCHARD
CITY CLERK

MEETINGS SCHEDULED
CITY COUNCIL CHAMBER, ONE GOVERNMENT CENTER
TUESDAY, AUGUST 16, 2022
AGENDA

INÊS LEITE
ASSISTANT CITY CLERK

5:55 P.M. CITY COUNCIL PUBLIC HEARINGS

Underground Conduits

1. Massachusetts Electric Company for an underground conduit location, as follows:
Hartwell Street

National Grid is petitioning to install a 6-5" PVC from existing manhole 6 to a new switchgear manhole 1-2. Manhole 6 is on the east side of Hartwell Street going towards the property at 60 Hartwell Street.

In accordance with Plan No. 29748761

Dated: 6/2/2022

2. Massachusetts Electric Company for an underground conduit location, as follows:
Pearl Street and Spring Street

National Grid is petitioning to break into MH8 and install approximately 21 feet of 6-4" conduit from new pad 3-99 to MH8, and install approximately 82 feet of 2-4" conduit from MH8 to riser pole P3. They plan to also install approximately 82 feet of 5-4" conduit from MH8, and install approximately 120 feet of 3-4" conduit from P3 to HH 3-2. National Grid will also install 39 feet of 5-4" conduit from Pad 3-99 to sidewalk to intercept customer conduit.

In accordance with Plan No. 30575673

Dated: 7/14/2022

3. Massachusetts Electric Company for an underground conduit location, as follows:
Pleasant Street

National Grid is petitioning to install underground conduit beginning at a point approximately 20 feet north of the centerline of the intersection of Eighth Street and continuing approximately 40 feet in a southeast direction. Installing 5 new 4" conduits from newly installed switch gear manhole at 300 Pleasant Street to an existing manhole at 11 Pleasant Street. Conduit being installed to improve reliability to the Durfee Union Mills complex.

In accordance with Plan No. 30581560

Dated: 7/27/2022

Storage License

4. Romanow Real Estate Trust (c/o Max Harrison Romanow, Trustee), 1010 Memorial Drive 5F, Cambridge, MA 02138 for permission to store 34,000 gallons of gasoline and 6,000 gallons of diesel fuel, for a total of 40,000 gallons underground at 323 William S. Canning Boulevard on Lot C-06-0033, Assessors Plan.

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. Discussion with Community Preservation Committee representatives re: accomplishments and 10th Anniversary of Community Preservation Act (see item # 15 below)
3. Discussion re: proposal for Bristol County ARPA funding of \$1,365,000.00 for the Bioreserve Discovery Center (see item # 4 below)

4. *Resolution – City Council obligate \$11,000,000.00 of Bristol County ARPA funding for water and sewer infrastructure mandates (referred 7-12-22)

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 requesting confirmation of the reappointment of Ann M. O'Neil-Souza as a member of the Commission on Disability
2. *Mayor requesting confirmation of the reappointment of Mark Nassiff Jr. as a member of the Retirement Board
3. *Mayor and response from the Director of Financial Services regarding the balance in the Bank Street/Columbia Street Capital Project Account
4. *Mayor requesting approval of proposal for Bristol County ARPA funding of \$1,365,000.00 for the Bioreserve Discovery Center
 - a. Original proposal (tabled 6-28-22)
 - b. Amended proposal
5. *Mayor requesting approval of proposal for Bristol County ARPA funding of \$2,000,000.00 for a youth initiative proposed by Councilor Laura-Jean Washington
6. *Mayor and order accepting gift of \$100.00 for the Public Library from Helen Schultz in memory of her sister Katherine Rocha
7. *Mayor and order accepting gift of weekly take-home crafts for children at the Public Library from Richard and Debby Danner valued at \$100.00 per week
8. *Mayor and order accepting gift of \$40.00 for the Public Library from Joseph Lynch and Diane C. Greer in memory of Mary C. Harrington
9. *Mayor and Acts Abolishing the Board of Police and the Board of Fire Commissioners
10. *Mayor and Memorandum of Agreement between the City of Fall River and the Fall River Environmental Police, MCOP Local 491
11. *Mayor and TIF Agreement Amendment for Blount Fine Foods Corporation and Blount Realty, Inc., located at 630 Currant Road
12. *Mayor and orders to accept and expend the following grants:
 - a. \$268,132 – MA DCR – Extend the Quequechan River Rail Trail
 - b. \$100,000 – U.S. EPA – Lead pipe inventory and public engagement program
 - c. \$148,500 – MA EOEEA – Final design and permits to repair Sawdy Pond Dam
 - d. \$379,875 – MA EOEEA – Mitigate effects of nutrient pollution in the So. Watuppa Pond
 - e. \$1,163,000 – MA EOEEA – Improve CSO infrastructure to mitigate effects from climate driven flooding

PRIORITY COMMUNICATIONS

13. *Board of Election Commissioners and order authorizing polling places for State Primary Election on September 6, 2022 and State Election on November 8, 2022
14. *Board of Election Commissioners and order re: designating authority for assignment of police officers on Election Day
15. *Community Preservation Committee request to present an update of accomplishments and 10th Anniversary of Community Preservation Act
16. *Traffic Commission recommending amendments to traffic ordinances
17. *Fire Chief regarding off duty lifesaving actions of EMT Luke Farrell on July 20, 2022

COMMITTEE REPORTS

Committee on Ordinances and Legislation recommending:

All readings with Emergency Preamble:

18. *Proposed Ordinance – Traffic, Handicapped Parking (inserting)
530 Bank Street 160 Buffinton Street 144 Crawford Street 144 Forest Street
26 Oliver Street 26 Pear Street 387 Sprague Street 394 Buffinton Street

All readings with Emergency Preamble, as amended:

19. *Proposed Ordinance – Traffic, parking prohibited at all times (inserting)
Atlantic Boulevard (west side) From Pembroke Street northerly for a distance of 1,625 ft.

First reading, as amended:

20. *Proposed Ordinance – Traffic, miscellaneous

Section 1.

Parking prohibited at all times:

Crescent Street (east side) south of Bliss Street for a distance of 74 feet southerly

Section 2.

Two-hour parking:

Rodman Street (west side) – 32 feet south of Brayton Ave., for a distance of 37 feet southerly from 9:00 a.m. to 5:00 p.m. Tuesday through Saturday

Section 3.

Handicapped parking removals:

Choate Street Grant Street Hargraves Street
North Seventh Street Washington Street

Grant leave to withdraw:

21. *Resolution – Unregistered motorbikes traveling on city streets
22. *Resolution – Require City Council approval for any stipend exceeding \$2,000
23. *Resolution – Collective bargaining agreements include cost analysis

ORDINANCES – None

RESOLUTIONS

24. *Committee on Health and Environmental Affairs convene with the Administrator of Community Utilities to discuss complaints of odors emanating from the Wastewater Treatment Plant
25. *Committee on Finance convene with the Administration to discuss the timeline for the distribution of COVID-19 “premium pay” for City employees
26. *Administration appropriate \$325,000 of the Bristol County ARPA Funds to install a community ice skating rink at Kennedy Park

CITATIONS

27. EMT Luke Farrell – Lifesaving actions while off duty

ORDERS – HEARINGS

Underground Conduit

28. Massachusetts Electric Company – Installation of approximately 19 feet of underground conduit on Hartwell Street
29. Massachusetts Electric Company – Installation of approximately 344 feet of underground conduit on Pearl Street and Spring Street

30. Massachusetts Electric Company – Installation of approximately 40 feet of underground conduit on Pleasant Street

Storage License

31. Romanow Real Estate Trust (c/o Max Harrison Romanow, Trustee) for permission to store 34,000 gallons of gasoline and 6,000 gallons of diesel fuel underground at 323 William S. Canning Boulevard

ORDERS – MISCELLANEOUS

32. *Warrant – State Primary Election – September 6, 2022
33. Application for Taxicab License – Town Transportation LLC, 168 Stevens St. (1 vehicle)
34. Police Chief's report on licenses:
2022 Taxicab Drivers:
- | | | | |
|-----------------|------------------|---------------------|---------------|
| Justin Arroyo | Edward A. Arruda | Douglas J. Carvalho | Michael Diniz |
| Alyssa Griffith | Josh Moore | Maria Perreault | Devin Sousa |
35. Auto Repair Shop License Renewal:
Manuel J. Ferreira d/b/a J & S Auto Sales & Repair, Inc. located at 178 Aberdeen Street

COMMUNICATIONS – INVITATIONS – PETITIONS

36. *Claims
37. Planning Board Minutes – June 8, 2022
38. Planning Board Minutes – July 13, 2022
39. Zoning Board of Appeals Minutes – June 9, 2022
40. Zoning Board of Appeals Minutes – June 16, 2022
- City Council Minutes:
41. *Public Hearing – July 12, 2022
42. *Committee on Finance – June 15, 2022
43. *Committee on Finance – July 12, 2022
44. *Regular Meeting of the City Council – June 14, 2022
45. *Regular Meeting of the City Council – June 28, 2022
46. *Regular Meeting of the City Council – July 12, 2022
47. *Special Meeting of the City Council – June 15, 2022
48. Thank you card from the Pacheco family
49. *Deputy Director of EMS requesting permission to hang and display banners, posters and flags at Government Center for "National Overdose Awareness Day" to be held on August 31, 2022

BULLETINS – NEWSLETTERS – NOTICES

50. *Dept. of Public Utilities – Liberty Utilities mid-term modification hearing – August 18, 2022


Assistant City Clerk

(Councilor Michelle M. Dionne)

WHEREAS, the City of Fall River has been federally mandated to take on numerous projects directly related to the Combined Sewer Overflow (CSO) Project which has, and continues to, financially burden the taxpayers of this community with virtually no financial relief, and

WHEREAS, many taxpayers are struggling to meet the demands of increased taxes and water and sewer rates, a crippling cost of living increase, and now for the first time the debt exclusion for the new high school, and

WHEREAS, water and sewer infrastructure is a proper American Rescue Plan Act (ARPA) funding category and has a direct impact on the health and welfare of our residents, which is also an ARPA funding category, and

WHEREAS, ARPA funds must be obligated by December 31, 2024 and spent by December 31, 2026 and the aforementioned mandates must be completed in 2025 well within the time limit for ARPA funding, and

WHEREAS, utilizing ARPA funding would provide relief to the taxpayers by reducing water and sewer rates in the future, now therefore

BE IT RESOLVED, that the City Council vote to obligate \$11,000,000.00 of Bristol County ARPA funding for water and sewer infrastructure mandates, and

BE IT FURTHER RESOLVED, that the City Council send a letter to the Administration requesting they obligate \$9,000,000.00 in ARPA funding to water and sewer infrastructure mandates to help ease the financial burden on our taxpayers and continue to ensure our water is always delivered and maintained for the safety of our residents.

CITY OF FALL RIVER
IN CITY COUNCIL

JUL 12 2022

*Referred to the
Committee on Finance*

Filed: 7-8-22



City of Fall River
Massachusetts
Office of the Mayor

PAUL E. COOGAN
Mayor

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2022 JUL 14 P 2:35

CITY CLERK _____
FALL RIVER, MA

July 14, 2022

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

Madam President and Members of the Honorable Council:

I hereby request the confirmation by the City Council for the following reappointment:

Name: Ann M. O'Neil-Souza

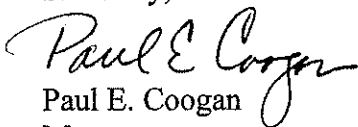
Address: 351 Kenyon Street
Fall River, MA 02720

Position: Commission on Disability

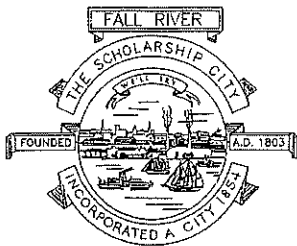
Effective: July 14, 2022

Term to Expire: July 14, 2025

Sincerely,


Paul E. Coogan
Mayor

PC/amos



City of Fall River
Massachusetts
Office of the Mayor

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2022 JUL 28 A 9:59

PAUL E. COOGAN
Mayor

CITY CLERK _____
FALL RIVER, MA

July 27, 2022

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

Madam President and Members of the Honorable Council:

I hereby request the confirmation by the City Council for the following reappointment:

Name: Mark Nassiff, Jr.


Address: 931 Madison Street
Fall River, MA 02720

Position: Retirement Board

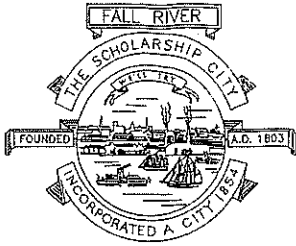
Effective: July 27, 2022

Term to Expire: July 27, 2025

Sincerely,


Paul E. Coogan
Mayor

PC/amos



PAUL E. COOGAN
Mayor

City of Fall River
Massachusetts
Office of the Mayor

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2022 JUL 25 P 3:17

CITY CLERK _____
FALL RIVER, MA

July 25, 2022

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

Dear Madam President and Members of the Honorable Council:

Attached for your information please find a response from Bridget Almon, Director of Financial Services, regarding the balance in the Bank Street/Columbia Street Capital Project account.

Thank you for your consideration with these requests.

Sincerely,

Paul E. Coogan
Mayor

PC/amos



City of Fall River
Massachusetts
Department of Financial Services
TREASURER • COLLECTOR • AUDITOR • ASSESSOR

3

PAUL E. COOGAN
Mayor

July 18, 2022

Bridget Almon
Director of Financial Services

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

Dear Honorable Mayor:

The transfer that was approved on June 12, 2022 for the sum of \$97,392.50 to pay various outstanding expenses of the Law Department was adopted and amended pending my review of the Bank Street/Columbia Street Capital Project account.

These funds were borrowed with the specifications that they were for a project(s) that would have a useful life of a minimum of fifteen years or more. Upon review, these funds cannot be transferred from this project for various legal expenditures that are not directly related to this project or a like kind project. Pursuant to Chapter 44, Section 20. Surplus funds may only:

be appropriated by a city, town or district for any purposes for which a loan may be incurred for an equal or longer period of time than that for which the original loan, including temporary debt, was issued. Any balance not in excess of \$50,000 may be applied, with the approval of the chief executive officer, for the payment of indebtedness.

The payment of various invoices by the Law department does not qualify. As noted above, surplus funds could only be transferred to pay for a such/like project to the original bond request, or if the balance of the surplus was less than \$50,000.00, you could transfer them to pay for other indebtedness.

Based on these circumstances the decision is to transfer from surplus revenue to cover these expenditures.

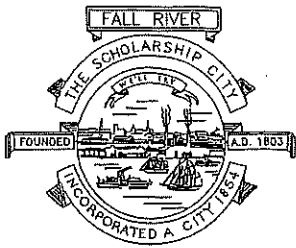
If you have any questions or concerns regarding this, please feel free to contact me.

Best Regards,

Bridget Almon
Director of Financial Services

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2022 JUL 25 P 3:17
CITY CLERK
FALL RIVER, MA

4a



City of Fall River
Massachusetts
Office of the Mayor

PAUL E. COOGAN
Mayor

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2022 JUN 23 P 3:44

CITY CLERK
FALL RIVER, MA

June 23, 2022

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

Dear Madam President and Members of the Honorable Council:

Attached for your consideration please find seven (7) proposals for Bristol County ARPA funding initial allocation. Please advise if any additional information is needed.

Thank you for your consideration with these requests.

Sincerely,

Paul E. Coogan

Paul E. Coogan
Mayor

PC/amos

CITY OF FALL RIVER
IN CITY COUNCIL

JUN 28 2022

*a/c placed on file;
Bioscience Discovery
Center Tabled*

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

4a



CITY OF FALL RIVER, MASSACHUSETTS

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2022 JUN 23 P 2:54

CITY CLERK _____
FALL RIVER, MA

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

June 23, 2022

Dear Madam President and Members of the Honorable Council:

As per Council's request, please find attached to this correspondence seven proposals for Bristol County ARPA funding. The proposed expenditures for the initial installment of funding, are as follows:

(1) Body-Worn Cameras and Compatible Tasers	\$1,522,877.00
(2) Graffiti Removal Machine	\$75,400.00
(3) Pot-Hole and Asphalt Repair	\$122,568.00
(4) Street Sweepers	\$950,000.00
(5) Bioreserve Discovery Center	\$1,365,000.00 Tabled
(6) Blue Water Project	\$241,275.00
(7) 911 Dispatch Communications System	<u>\$305,000.00</u>
TOTAL	\$4,537,120.00

Attached please find a detailed summary of each proposed expenditure and the category that allows the expenditure to be eligible for ARPA funding, as well, the importance and necessity each of these expenditures will have on the City of Fall River. We would appreciate your support in the hopes of moving forward with these proposals to the Bristol County Treasury.

Thank you for your time and consideration.

Sincerely,


Kara A. Humm

ARPA Director
City of Fall River

PROPOSED EXPENDITURES USING BRISTOL COUNTY ARPA FUNDS

4a

ARPA Fund Use: **BIORESERVE DISCOVERY CENTER**
Department of Community Utilities-Water Division

Description of Purchase: The Department of Community Utilities is seeking funds to assist with the purchase of property and renovation for Bioreserve Environmental Education and Discovery Center located at the Adirondack Farm on the North Watuppa Pond.

Requested ARPA Funds: \$365,000 towards purchase of property
\$1,000,000 towards renovation
\$1,365,000 TOTAL

Category: 3: Services to Disproportionately Impacted Communities
3.9 Healthy Childhood Environments: Other

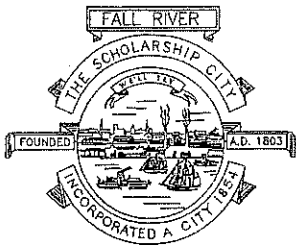
Rationale for ARPA Funding:

The American Rescue Plan Act created an opportunity for communities to increase children's regular connections to nature and promote healthy child development. The U.S. Treasury specifically states and places emphasis on "serving the hardest-hit communities and families" including to "address educational disparities" and "promote healthy childhood environments." Guidance from the U.S. Treasury also notes "investments in parks, public plazas, and other public outdoor recreational spaces may be responsive to the needs of disproportionately impacted communities by promoting healthier living environments and outdoor recreation and socialization to mitigate the spread of COVID-19."

The Bioreserve Environmental Education and Discovery Center will serve as a gateway to the bioreserve acting as a regional resource for educational and interpretive programs related to history, land use, and ecological significance of the bioreserve land. Educational programs will be offered and operated by program partners, including: Durfee Career & Technology Program, Diman Science and Culinary Studies, BCC Sustainable Studies and Culinary Studies, Massachusetts Audubon, and Narragansett Bay Estuary Program. The funding would provide an opportunity for increased activity and interest in the outdoor recreational activities available within the Southeastern Massachusetts bioreserve.

CITY OF FALL RIVER
IN CITY COUNCIL
JUN 28 2022
Tabled

4b



City of Fall River
Massachusetts
Office of the Mayor

PAUL E. COOGAN
Mayor

August 8, 2022

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

RECEIVED
2022 AUG -9 P 12:02
CITY CLERK
FALL RIVER, MA

Dear Madam President and Members of the Honorable Council:

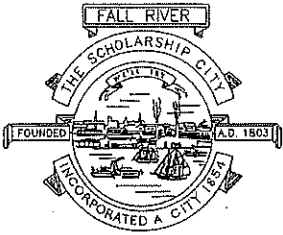
Attached for your consideration please find the amended proposal for the Bio Reserve Discovery Center for the Bristol County ARPA funding.

Thank you for your consideration in this matter.

Sincerely,

Paul E. Coogan
Mayor

PC/amos



CITY OF FALL RIVER, MASSACHUSETTS

4b

August 8, 2022

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

CITY CLERK
FALL RIVER, MA

2022 AUG - 9 P 12:02

RECEIVED

Dear Madam President and Members of the Honorable Council:

At the June 28th City Council Meeting the proposal for Bristol County ARPA funding for the Bioreserve Discovery Center was tabled. City Council members requested further information pertaining to outside funding and more specifics into the project before a vote. Attached you will find an amended proposal addressing all the information requested.

Sincerely,

Kara Humm
ARPA Director

PROPOSED EXPENDITURES USING BRISTOL COUNTY ARPA FUNDS

4b

ARPA Fund Use: **BIORESERVE DISCOVERY CENTER**
Department of Community Utilities-Water Division

Description of Purchase: The Department of Community Utilities is seeking funds to assist with the purchase of property and renovation for Bioreserve Environmental Education and Discovery Center located at the Adirondack Farm on the North Watuppa Pond.

Requested ARPA Funds: \$365,000 towards purchase of property
 \$1,000,000 towards renovation
 \$1,365,000 TOTAL

Other Funding Sources: *These are estimated and proposed funding sources.

Real Estate Purchase:

\$375,000 EOEEA Land Grant (Expected Award Nov. 2022)
\$150,000 State Earmark
\$100,000 Water Department Funding
\$265,000 CPA Grant (Expected Award April 2023)
\$890,000 Total

Category: 3: Services to Disproportionately Impacted Communities
 3.9 Healthy Childhood Environments: Other

Rationale for ARPA Funding:

The American Rescue Plan Act created an opportunity for communities to increase children's regular connections to nature and promote healthy child development. The U.S. Treasury specifically states and places emphasis on "serving the hardest-hit communities and families" including to "address educational disparities" and "promote healthy childhood environments." Guidance from the U.S. Treasury also notes "investments in parks, public plazas, and other public outdoor recreational spaces may be responsive to the needs of disproportionately impacted communities by promoting healthier living environments and outdoor recreation and socialization to mitigate the spread of COVID-19."

The purchase will include 9 acres of land and a building that will be renovated to include a gallery space (400 sq ft) displaying professionally developed illustrations, maps, timelines, narratives and interactive experiences focusing on five dominant themes of the Southeastern Massachusetts Bioreserve: Water, Biodiversity, Climate Change & Resiliency, Cultural History, and Recreation Opportunities. There will also be

PROPOSED EXPENDITURES USING BRISTOL COUNTY ARPA FUNDS

4b

classrooms, open room for exhibits, meetings, and classes, office space, and a lecture hall.

The Bioreserve Environmental Education and Discovery Center will serve as a gateway to the bioreserve acting as a regional resource for educational and interpretive programs related to history, land use, and ecological significance of the bioreserve land. Educational programs will be offered and operated by program partners, including: Durfee Career & Technology Program, Diman Science and Culinary Studies, BCC Sustainable Studies and Culinary Studies, Massachusetts Audubon, and Narragansett Bay Estuary Program. The funding would provide an opportunity for increased activity and interest in the outdoor recreational activities available within the Southeastern Massachusetts bioreserve.

4b

BIORESERVE ENVIRONMENTAL EDUCATION AND DISCOVERY CENTER

EXHIBIT PLAN

8/4/2022

Gallery Space (~400 sq. ft.)

Professionally developed illustrations, maps, timelines, narratives and interactive experiences focusing on five dominant themes of the Southeastern Massachusetts Bioreserve.

WATER –

- Survey of Fall River's water resources
- History of the water use from early industrial to present residential and mixed uses
- Water system facts

BIODIVERSITY –

- Survey of native ecotypes, habitats and wildlife populations
- Vernal pools, wetlands and ponds
- Creation of Bioreserve – partners

CLIMATE CHANGE & RESILIENCY –

- Value of Green Infrastructure
- How ecological services work
- Land protection solution

CULTURAL HISTORY –

- History of farming in the bioreserve – imprint on landscape
- Rural industry
- Native American story

RECREATION OPPORTUNITIES

- Hiking and mountain biking mecca – where to hike and bike
- Fishing and hunting – legacy and future
- Nature photography, birding, wild edibles

4b



Southeastern Massachusetts Bioreserve Visitor Center

Mike Labossiere, Community Partner
Professor Robert Dermody, AIA, Faculty Advisor
Spring 2019- Fall 2019

46



CPC Project Disclaimer: The reader shall understand the following in regards to this project report:

1. The Project is being undertaken in the public interest;
2. The deliverables generated hereunder are intended to provide conceptual information only to assist design and planning and such are not intended, nor should they be used, for construction or other project implementation. Furthermore, professional and/or other services may be needed to ultimately implement the desired goals of the public in ownership of the project served.
3. The parties understand, agree and acknowledge that the deliverables being provided hereunder are being performed by students who are not licensed and/or otherwise certified as professionals. Neither RWU nor the CPC makes any warranties or guarantees expressed or implied, regarding the deliverables provided pursuant to this Agreement and the quality thereof, and Sponsor should not rely on the assistance as constituting professional advice. RWU, the CPC, the faculty mentor, and the students involved are not covered by professional liability insurance.
4. Neither RWU, the CPC, the faculty mentor, nor the students involved assume responsibility or liability for the deliverables provided hereunder or for any subsequent use by sponsor or other party and Sponsor agrees to indemnify and hold harmless RWU, the Center, the Faculty Mentor, and the Center's student against any and all claims arising out of Sponsor's utilization, sale, or transfer of deliverables provided under this Agreement.

Community Partnerships Center
Roger Williams University
One Old Ferry Road
Bristol, RI 02809
cpc@rwu.edu
<http://cpc.rwu.edu>

46



Introduction

A partnership of community organizations and government agencies are collaborating on the potential development of the Southeastern Massachusetts Biorreserve Visitor Center. These organizations include the City of Fall River, the Massachusetts Department of Conservation and Recreation, the Massachusetts Division of Fish and Game and the Trustees for Reservation. The partnership seeks to understand the potential program, size, and siting of a facility that would serve as the Biorreserve Visitor's Center/Environmental Education Discovery Center. They are now seeking assistance from the RWU Community Partnerships Center to perform a feasibility study that will focus on site analysis, facility programming, and basic cost estimates.

The Goal of the BDC Partnership is to advance plans to build a Visitor's Center to enhance the public's experience during their visits to the Southeastern Massachusetts Biorreserve. A visitor survey conducted by the Trustees of Reservations after their first year of environmental programming a number of years ago revealed visitors came from over two dozen cities and towns all across Southeastern Mass and Rhode Island. Anecdotal information obtained from other non-profit groups leading similar programs shows visitors are attracted from this area from even greater distances.

"Our mission as the Southeastern Massachusetts Biorreserve Environmental Education and Discovery Center Partnership (BDC Partnership) is to provide interactive natural science learning experiences that educate, involve and commit both children and adults to conserve our shared environment and to encourage stewardship of our natural resources in keeping with the purpose of the Southeastern Massachusetts Biorreserve to protect, restore and enhance biological diversity."

Under the mentorship of Professor Robert Dermody, the CPC's Design and Research team is working with Mike Loabossiere, City of Fall River's Watershed Forester and Project Manager. We are working towards creating a design for the Biorreserve Discovery Visitor Center that will include plans, sections, and an estimated conceptual budget. The Biorreserve Discovery Center will give Fall River's urban population a contact point to become oriented to the vast Biorreserve area, to learn about the native species and habitats that inhabit it.

4b



Site Visit: Week of March 2nd, 2019
Document existing conditions of the visited site
Introduce the project team to the community partner

Meeting with Client: Week of March 21st, 2019
Present existing conditions
Discuss ideas for facility programming
Finalize timeline

Meeting with Client/ Bioreserve Partners: Week of April 11th
Project Schematic Design Overview (3 possible designs)
Final Design Decisions

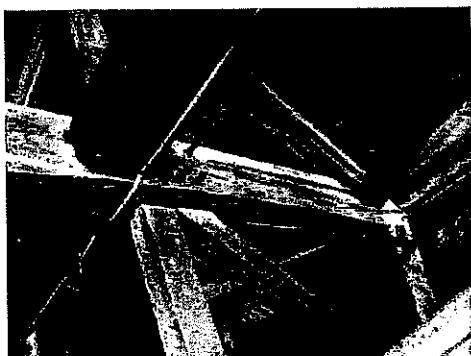
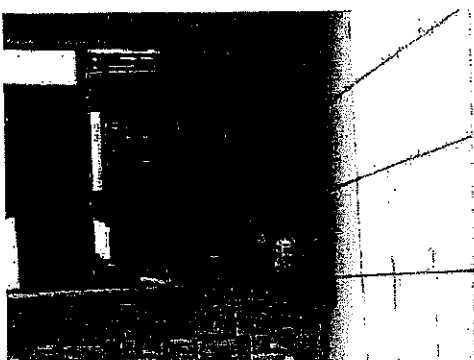
Project Finalization: May 9th, 2018
Final presentation and hand-off of deliverables to partner
Partner:
Michael Labossiere, Reservation Superintendent of the City of Fall River MA Water Department
Phone: 508 324 2749
Email: mlabossiere@fallriverma.org

RWU CPC Team:
Gabriella Caron, Project Manager- Architecture
Mo Almachari, Project Assistant- Engineering
Eva Alessandroni, Project Assistant- Architecture
Kate Laufenberg, Project Assistant- Architecture
Professor Robert J. Dermody, AIA, Faculty Advisor

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Site Documentation Photos

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Types of Structures/ Frames to be used

Glue laminated structure

- Easy installation and surface repair.
- Customizable to fit special needs.
- Good fire resistance. Can utilize steel beams under the same the condition.
- Eco-friendly material with very low environmental level.

Heavy Timber Framing

- The Building process creates almost no waste, and timber waste can be recycled.
- Offer less maintenance and more durability over traditional construction materials.
- Has an aesthetic appeal as an exposed structure.

Light Wood Framing

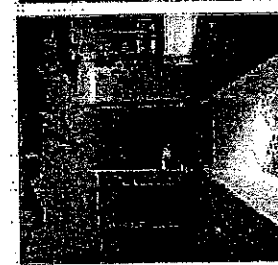
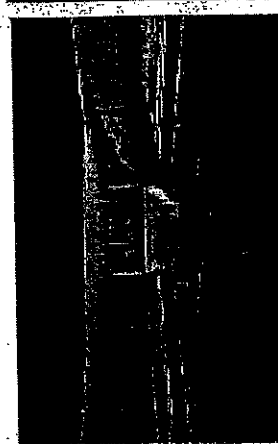
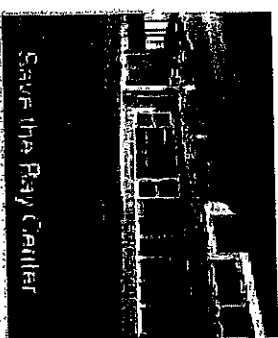
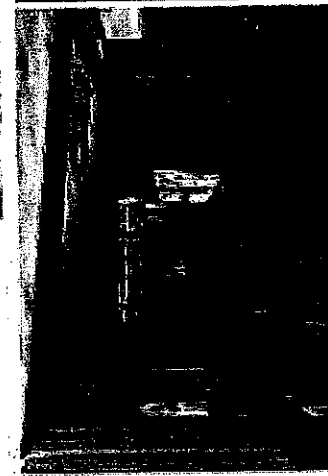
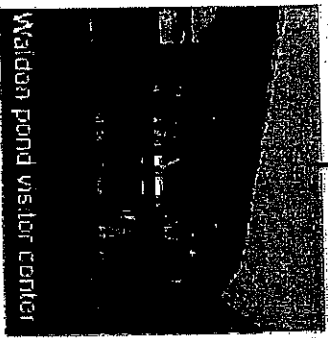
- It is light and allows quick construction with no heavy tools or equipment.
- It is able to adapt itself to any geometrical shape, and can be used with a variety of materials.
- It is not highly flammable and not as strong to resist major wind events.



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Local precedents



Malden Pond Visitor Center

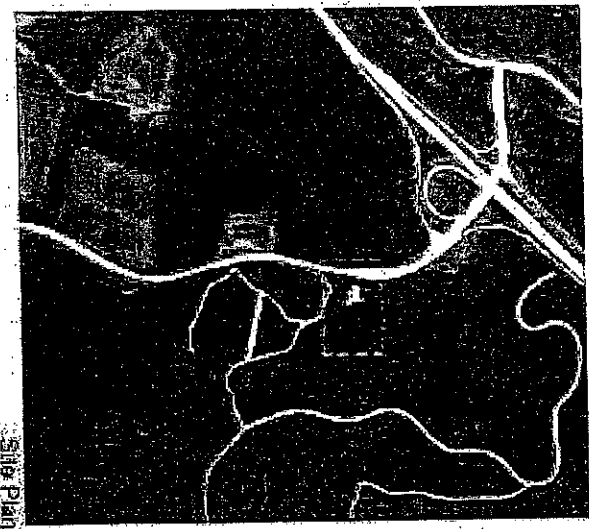
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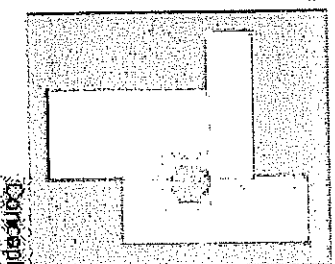
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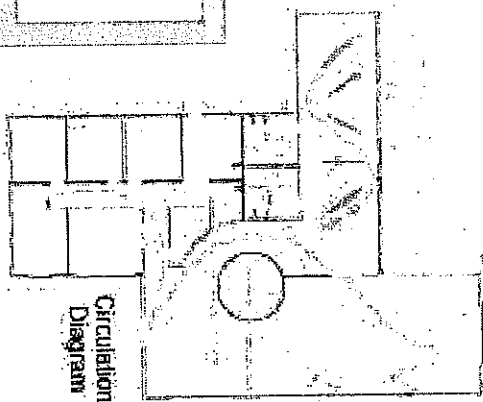
Preliminary Scheme for "Pinwheel" Building



Site Plan



Concept



Circulation Diagram

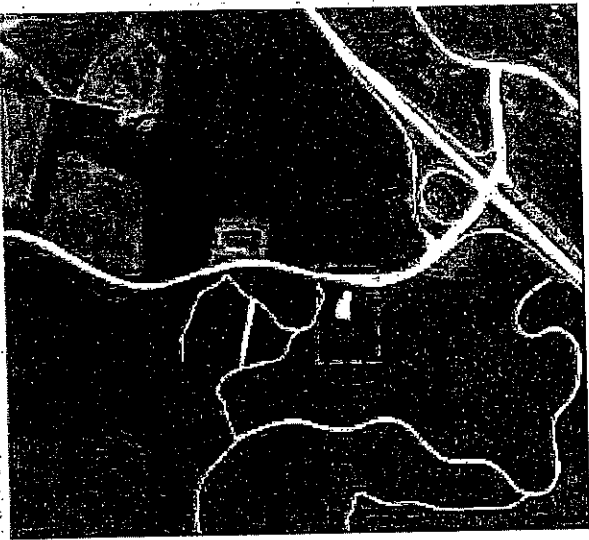
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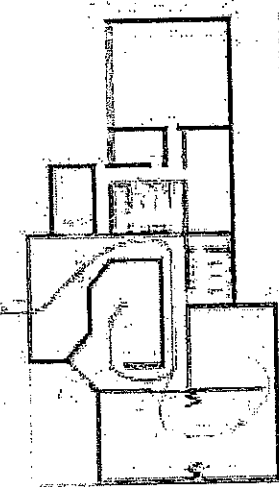
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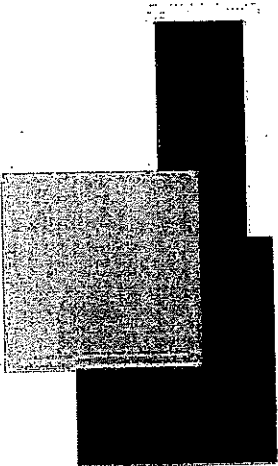
Preliminary Scheme for "The Log Cabin" Building



Site Plan



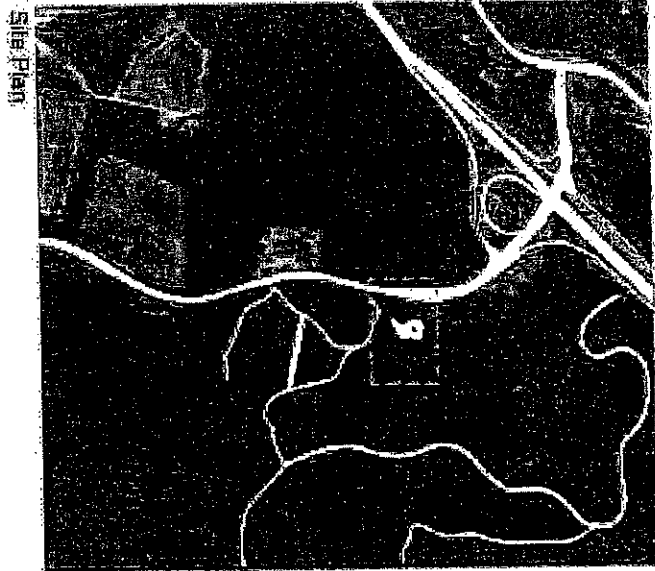
Circulation Diagram



Concept

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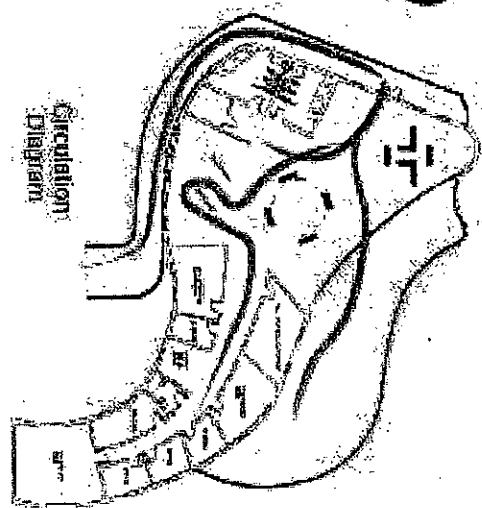
Preliminary Scheme for "Footprint" building



Concept

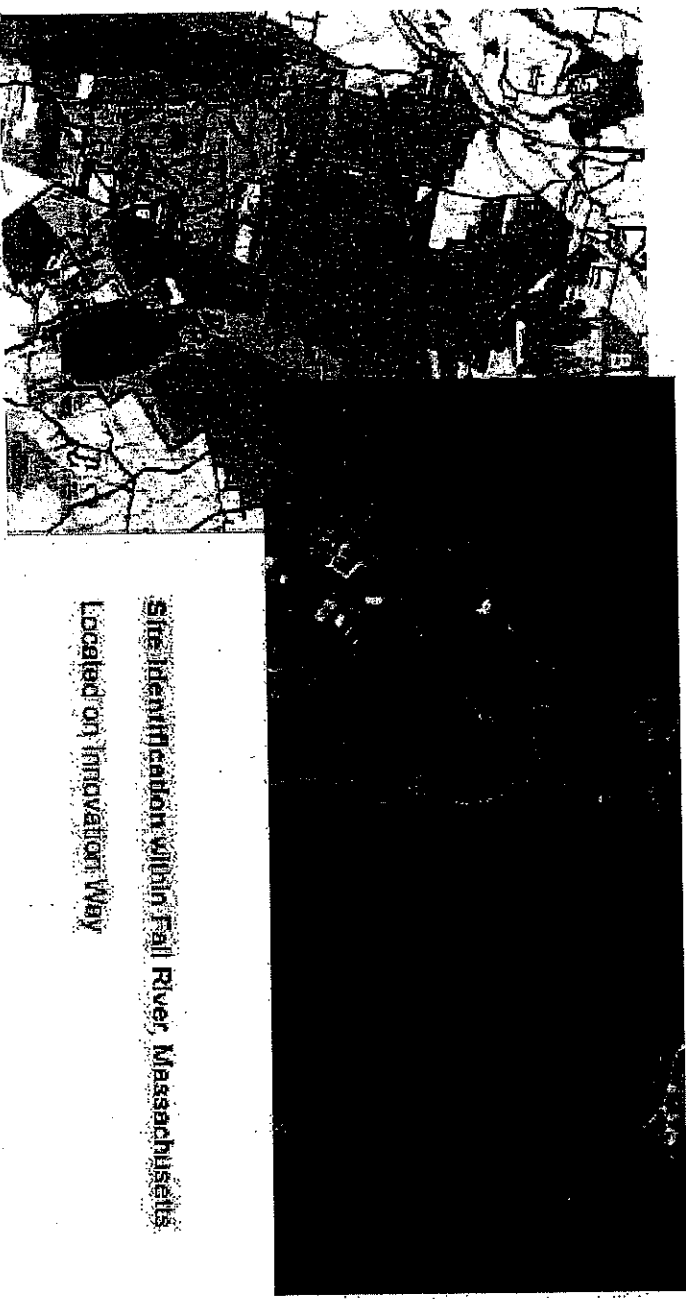


Circulation Diagram



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Final Design Decision Documentation



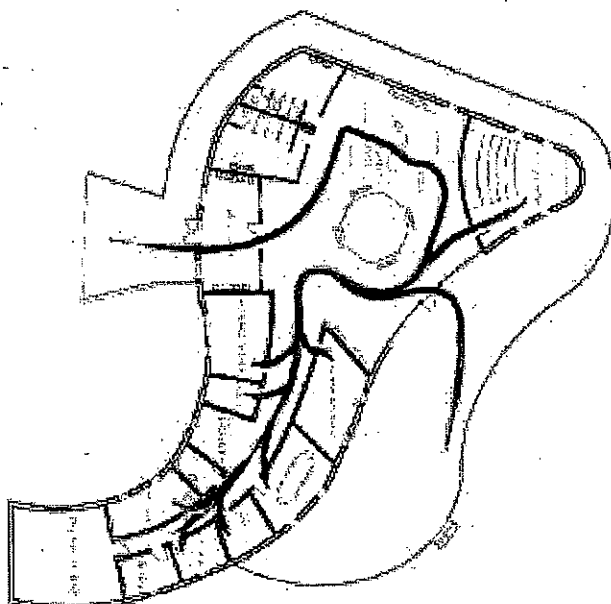
Concept Diagrams

Site Identification within Fall River, Massachusetts
Located on Innovation Way

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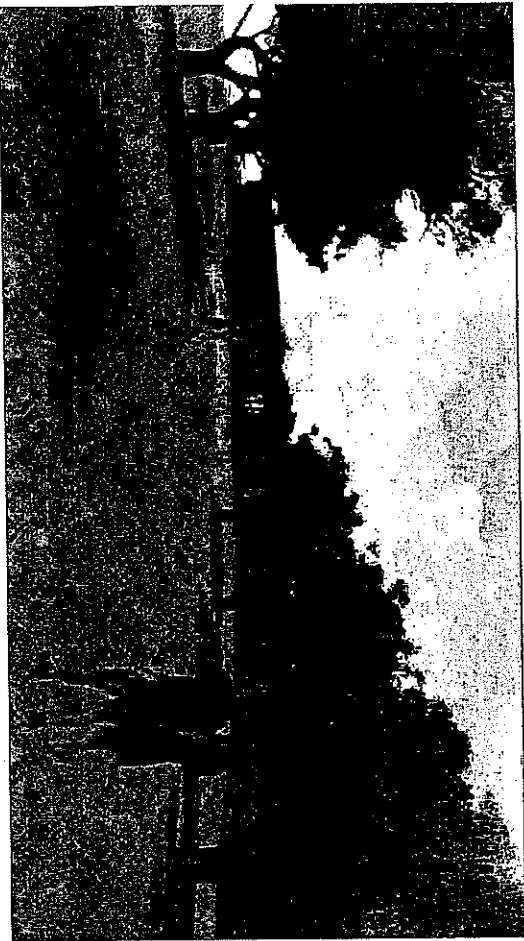
Concept Diagrams



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Community Partnerships Center
at Roger Williams University



Rendering of Front Entrance

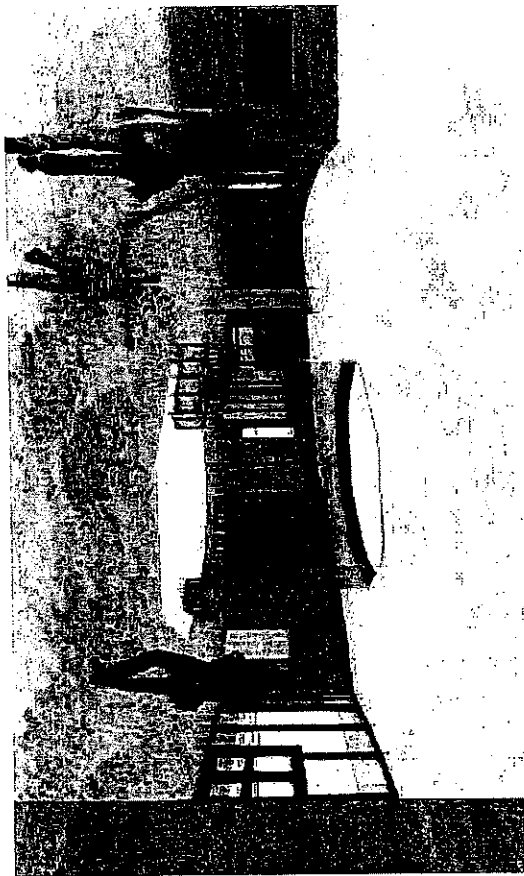


Rendering of Vestibule/ Mudroom

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Rendering of Terrarium, Looking towards Exhibit Space



Rendering of Deck Area

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PART TWO: Fall 2019 Documentation

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Community Partnerships Center
at Roger Williams University



Site Visit: October 7th @ 9am 2019
Document existing conditions of the visited site
Building Analysis for building on Blossom Rd

Meeting with Client: October 27th 2019
Review data collected with partner

Meeting with Client: November 6th 2019 @ 10 am
Change of scope
Discuss ideas for Adirondack Farm
Discuss future meeting dates/ deliverables

Meeting with Client: November 20th @ 10am
Review floor plans
Program spaces, etc.

Project Finalization: December 11th
Final presentation and hand-off of deliverables to partner
Renderings of New Adirondack Farmhouse

Partner:
Michael Labossiere, Reservation Superintendent of the City of Fall River MA Water Department
Phone: 508 324 2749
Email: mlabossiere@fallriverma.org

RWU CPC Team:

Gabriella Caron, Co-Project Manager- Architecture
Kate Laufenberg, Co-Project Manager- Architecture
Professor Robert J. Dermody, AIA, Faculty Advisor



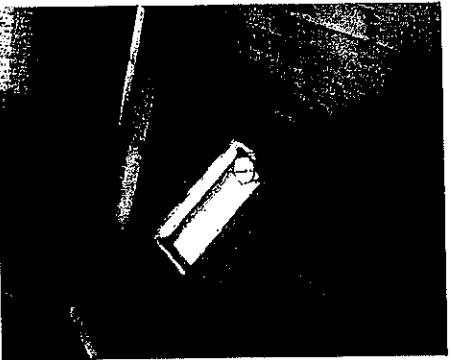
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Adirondack Farm
1046 Blossom Road
Westport, MA



Kitchen Ceiling



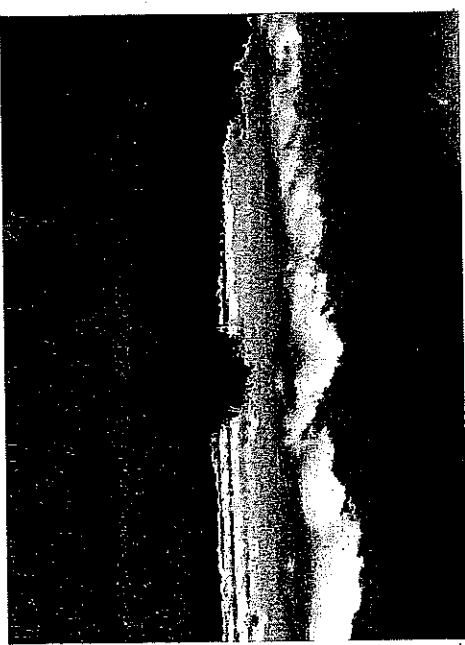
Kitchen Beam



Bedroom 1: Second Floor

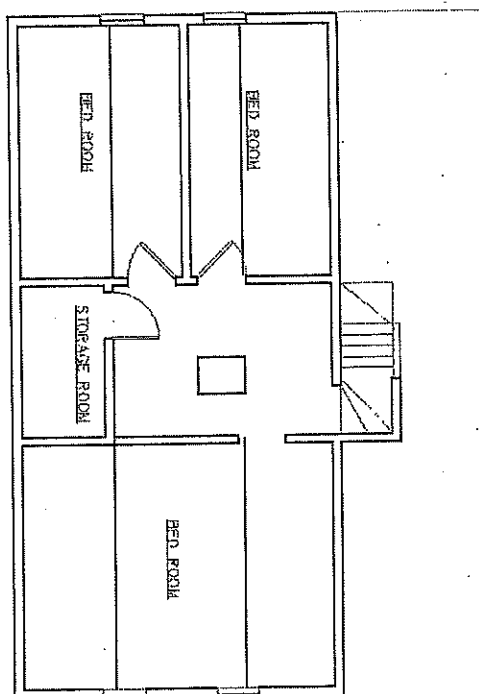
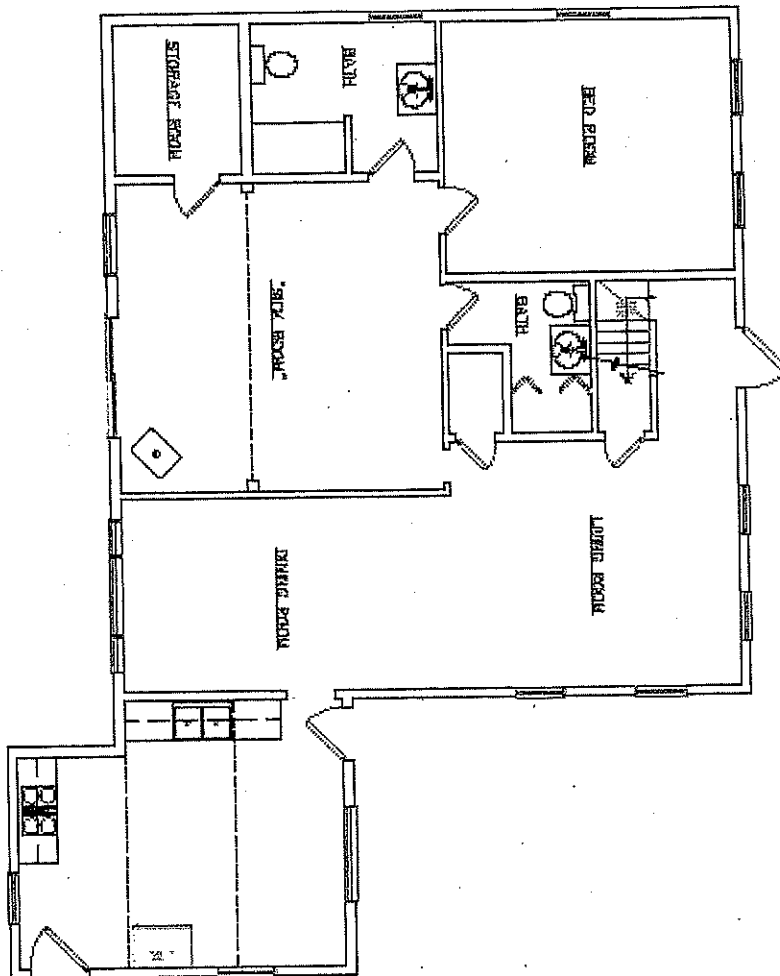


Bedroom 2: Second Floor



View to water: Back of Property

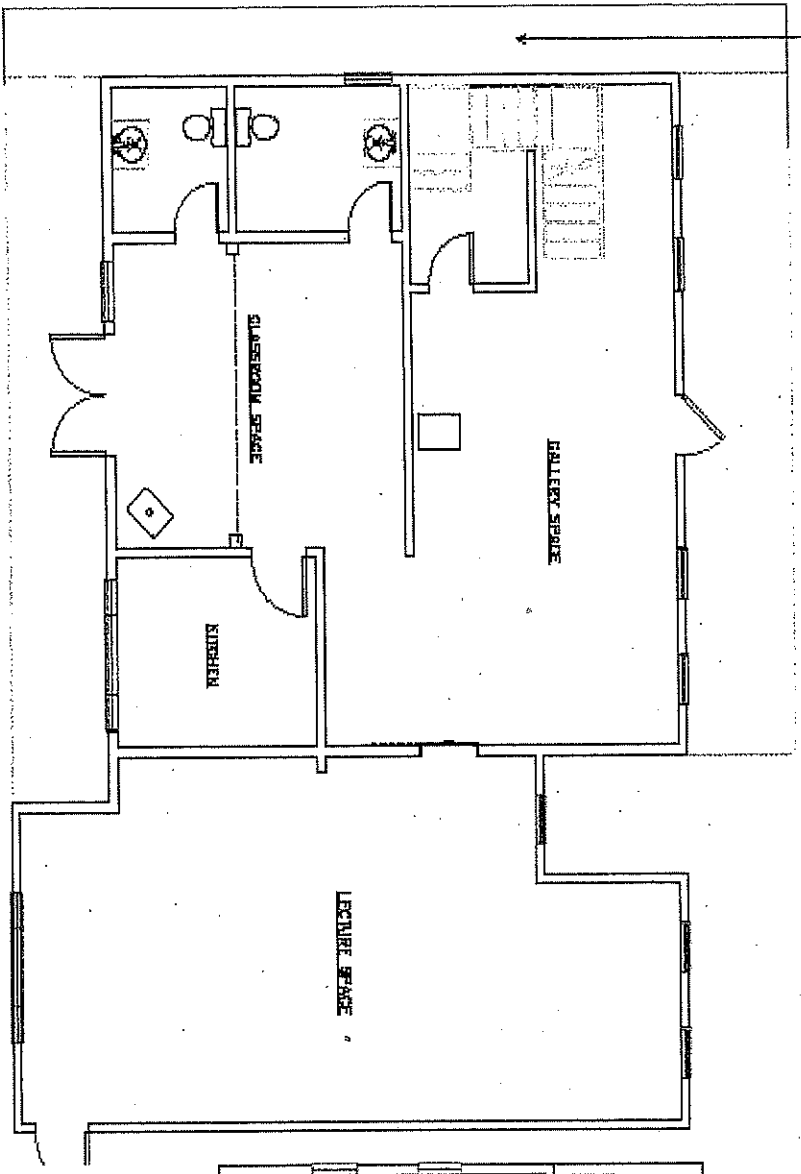
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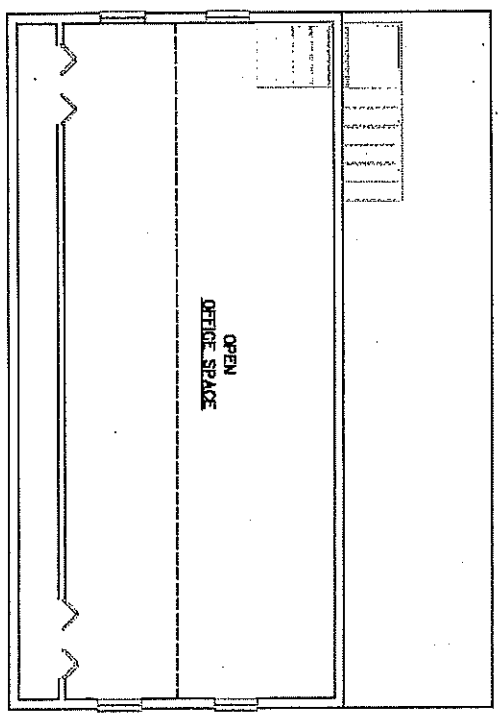
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Community Partnerships Center
at Roger Williams University



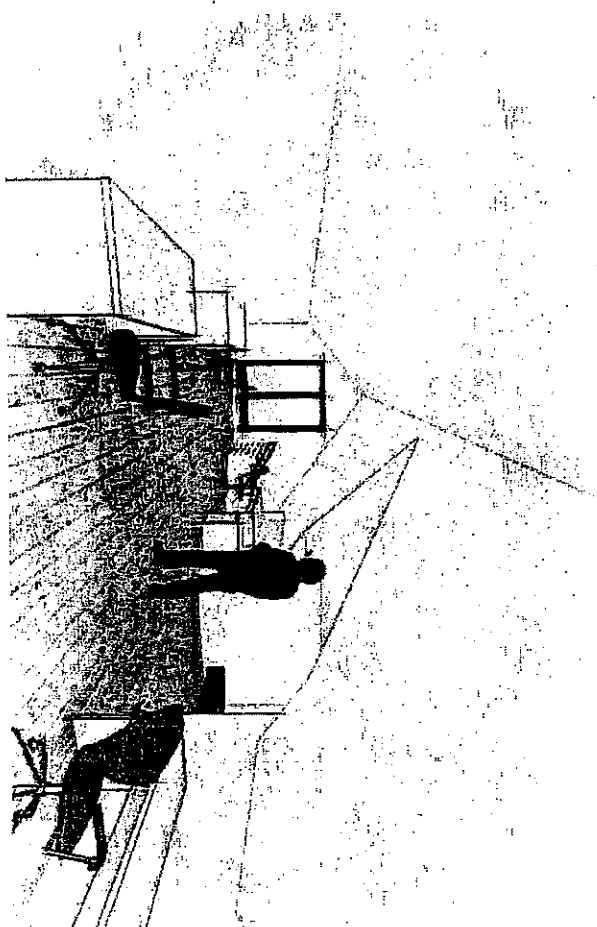
GROUND FLOOR PLAN
SCALE 1/8" = 1'-0"



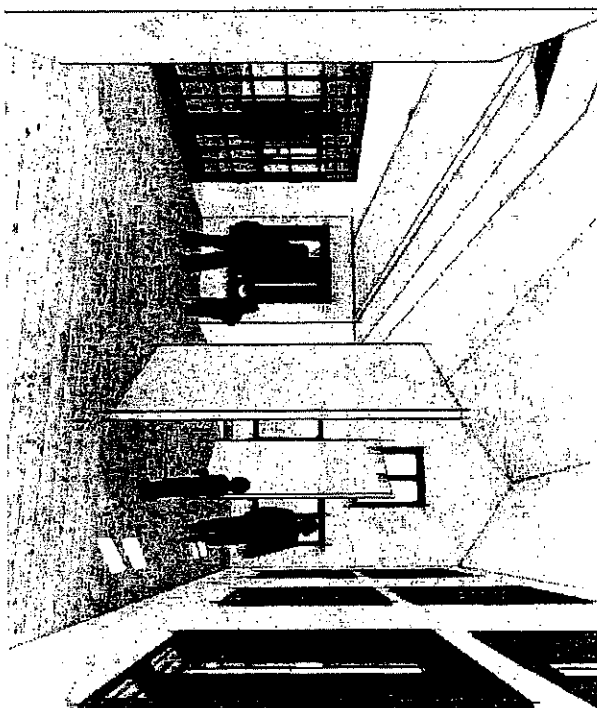
SECOND FLOOR PLAN
SCALE 1/8" = 1'-0"



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Bioreserve Visitor Center:
Office Space, second
floor.



Bioreserve Visitor Center:
Gallery Addition Space.

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BIORESERVE DISCOVERY CENTER

Proposal | 2022

...to serve as a gateway to the bioserve and a regional resource for educational and interpretive programs related to history, land use, and ecological significance of the bioserve lands.

Antioch New England Institute, 2001
By City of Fall River, DPU/Water Division

OPERATING PARTNERS

- DEPARTMENT OF FISH AND GAME
- DEPARTMENT OF CONSERVATION AND RECREATION
- THE TRUSTEES OF RESERVATIONS

PROGRAM PARTNERS

- WILDLANDS TRUST (POTENTIAL)
- DURFEE CAREER & TECHNOLOGY PROGRAM
- DIMAN SCIENCE AND CULINARY STUDIES
- BCC SUSTAINABLE STUDIES AND CULINARY STUDIES
- MASS AUDUBON (POTENTIAL)
- NARRAGANSET BAY ESTUARY PROGRAM (POTENTIAL)
- APPALACIAN MOUNTAIN CLUB

PRIVATE PARTNERS

- FRIENDS OF THE BIORESERVE DISCOVERY CENTER (TO BE CREATED)

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**GRANT AGREEMENT
(ARPA)**

This Grant Agreement (this "Agreement") is entered into by and between Bristol County, Massachusetts (the "County") and the Municipality listed in the application(s) attached hereto as Exhibit A (the "Grantee"), a political subdivision of The Commonwealth of Massachusetts (the "Commonwealth") located within the territorial boundaries of the County (the "Grantee").

WHEREAS, the County is the recipient of a grant (as more fully described in Exhibit A, the "ARPA Grant") made available under the American Rescue Plan Act ("ARPA") from the United States Treasury;

WHEREAS, the Grantee has submitted (and may in the future submit) to the County one or more applications for grants to be funded from the ARPA Grant (each application approved by the County and attached hereto from time to time in Exhibit A, an "Application"), and in reliance on the representations, certifications and warranties made by the Grantee herein and in the Applications, the County is (or will be) willing to provide one or more restricted grants in the Grant Amount identified in the applicable Application (each, a "Grant") to the Grantee on the terms and conditions stated herein;

WHEREAS, the Grantee is willing to accept the Grant evidenced by each Application, and to thereby become a sub-recipient of the ARPA Grant, on the terms and conditions stated herein.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the parties agree and bind themselves as follows:

ARTICLE I - REPRESENTATIONS OF THE GRANTEE

Recognizing that the County is relying hereon, the Grantee represents, as of the date of this Agreement, as follows:

- (a) *Organization; Power, Etc.* The Grantee is a political subdivision of the Commonwealth located entirely within the geographic boundaries of the County with full legal right and power to authorize, execute, and deliver this Agreement, to receive each Grant, to undertake and implement the use of Grant funds described in each Application and to carry out and consummate all transactions contemplated by the foregoing (including without limitation the recordkeeping and reporting described herein);
- (b) *Authority.* The Grantee has duly and validly authorized the execution and delivery of this Agreement and has or will have so authorized the execution of each Application, and all approvals, consents, and other governmental or corporate proceedings necessary for the execution and delivery of the foregoing or required to make this Agreement the legally binding obligation of the Grantee that it purports to be, in accordance with its terms, have been obtained or made. The representatives of the Grantee executing this Agreement have all necessary power and authority to execute this Agreement and to bind the Grantee to the terms and conditions herein.
- (c) *No Litigation.* No action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, other than as disclosed to the County in writing, is pending or, to the knowledge of the authorized representatives of the Grantee executing this Agreement, threatened (1) seeking to restrain or enjoin the execution and delivery of this Agreement, or the undertaking of any Project (defined below) or (2) contesting or affecting the validity of this Agreement; and neither the corporate existence

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of the Grantee nor the title to the office of any authorized representatives of the Grantee executing this Agreement, is being contested.

- (d) *No Conflicts.* The authorization, execution and delivery of this Agreement, and performance by the Grantee of each Project and of its obligations under this Agreement, will not constitute a breach of, or a default under, any law, ordinance, resolution, agreement, indenture or other instrument to which the Grantee is a party or by which it or any of its properties is bound.
- (e) *SAM Registration.* Grantee is registered with the System for Award Management (SAM) and confirms that the Data Universal Numbering System (DUNS) number listed in Exhibit A is the correct such number for the Grantee as of the date hereof.
- (f) *Binding Agreement.* This Agreement is, or when executed and delivered will be, the legal, valid, and binding obligation of the Grantee, enforceable in accordance with its terms, subject only to limitations on enforceability imposed in equity or by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' rights generally.
- (g) *Information Submitted.* All information, reports, and other documents and data submitted to the County in connection with this Agreement (including without limitation, the Application(s) attached hereto as of the date of execution and each other Application, if any, to be later attached and made a part hereof pursuant to the terms hereof) were, at the time the same were (or will be) furnished, and are, as of the date hereof (or will be as of the date the same are furnished), true, correct and complete in all material respects.
- (h) *Ratification.* By executing this Agreement, the Grantee (i) affirms and ratifies all statements, representations and warranties contained in all written documents that it has submitted to the County in connection with this Agreement (including, without limitation, the this Agreement and the Application(s) attached hereto as Exhibit A as of the date hereof) and (ii) agrees that on each date, if any, that an additional Application is attached hereto and made a part hereof, it will be deemed to have affirmed and ratified all such statements, representations and warranties (including, without limitation, those contained or provided in connection with such additional Application).

ARTICLE II - THE GRANT

2.1 **Grant Amount** The County agrees to make and the Grantee agrees to accept, on the terms and conditions stated in this Agreement, one or more Grants, in the Grant Amount(s) specified on the Application(s) attached as Exhibit A hereto. From and after the date hereof, the County may agree to make and the Grantee may agree to accept, on the terms and conditions stated herein, additional Grants pursuant to additional Applications in the Grant Amount stated in each such Application; in such event, such additional Applications will be attached hereto on Exhibit A and shall become a part of this Agreement.

2.2 **Project and Schedule**

- (a) *Grant Purpose.* Each Grant is being made solely to finance the project described in the applicable Application (each, a "Project").

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- (b) *Grant Expenditure Schedule.* The Grant will not pay any costs other than those incurred during the period from March 3, 2021 to June 30, 2024 (subject to extension in the sole discretion of the County, but not later than December 31, 2024). All Grant proceeds that remain unexpended as of June 30, 2024 (or such later date to which the County shall extend such deadline, in its sole discretion) shall be returned to the County promptly and, in any event, within ten (10) business days thereafter.

2.3 Grant Award Package

In connection with the execution and delivery of this Agreement, each of the following conditions shall be satisfied (all documents, certificates and other evidence of such conditions are to be satisfactory to the County in its sole and absolute discretion).

- (a) *Executed Grant Agreement.* The County shall receive a duly executed original of this Agreement.
- (b) *Expiration of Offer.* Each Grant, and the obligation of the County to disburse such Grant, or any portion thereof, shall expire ninety (90) days from the date the Grantee was notified that the County had approved the applicable Application. The County, in its sole and absolute discretion, may approve one or more extensions to the expiration of the offer of any Grant.

ARTICLE III - AFFIRMATIVE COVENANTS

3.1 Use of Disbursements

The Grantee shall expend the Grant funds only for eligible costs of the Project as described in the applicable Application, subject to Article II hereof. The Grantee shall be responsible for compliance with, and shall comply in all material respects with, all applicable laws and regulations, whether or not such laws or regulations are expressly referenced herein.

3.2 Reporting and Compliance with Laws

- (a) The Grantee shall comply with all reporting requirements set forth in Schedule A hereto. In addition, the Grantee agrees that each Project shall be constructed or undertaken and each Grant shall be expended in full compliance with all applicable provisions of federal, state and local law and all regulations thereunder.
- (b) Without limiting the generality of Section 3.2(a), the Grantee covenants to comply in all respects with all applicable laws, regulations and rules regarding bidding, procurement, employment and anti-discrimination, including, without limitation, Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this Agreement.

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- (c) Grantee certifies that it has read and understood its obligations with respect to compliance with the non-discrimination requirements in this Agreement (including, without limitation, Schedule B hereto), certifies that it is in compliance with such requirements, and covenants to remain in compliance at all times while this Agreement is in effect.

3.3 Additional Project Funding

The Grantee shall ensure that adequate funding is in place to complete each Project. In the event that any Grant, alone, is, for any reason, insufficient to complete the applicable Project, the Grantee will obtain or make available and apply other funds (including without limitation, by incurring loans or obtaining other grants) in an aggregate amount necessary to ensure completion of each such Project in which the Grantee has received Grant funds.

3.4 Recoupment and Costs

The Grantee acknowledges that it is responsible for compliance with this Agreement and all state and federal laws and regulations applicable to the Grant(s) funding source and the Project. Breach of this Agreement and/or failure to comply with such law or regulation may result in all or a portion of the Grant(s) becoming subject to recoupment (including, without limitation, as described in each Application). If one or more Grant is subject to recoupment, the County will notify the Grantee in writing and the Grantee shall promptly and, in any event, within 10 days of receiving such notice, return such Grant proceeds (including both any unexpended portion and funds equal to the portion expended) and any interest earnings thereon. In addition, Grantee shall be responsible for, and hereby agrees to promptly pay or reimburse the County for all costs incurred by the County, its employees, officers and agents (including without limitation, attorneys' fees) related to or arising out of such recoupment including, without limitation, costs of any related investigation, audit and/or collection efforts.

3.5 Indemnification

To the fullest extent permitted by law, the Grantee agrees to indemnify and hold harmless the County and all of its employees, officers, and agents (collectively, "Indemnified Persons") from and against any and all losses, costs, damages, expenses, judgments, and liabilities of whatever nature (including, but not limited to, attorneys', accountants' and other professionals' fees and expenses, litigation and court costs and expenses, amounts paid in settlement and amounts paid to discharge judgments and amounts payable by Indemnified Persons relating to or arising out of (i) the actual or alleged failure of the Grantee to comply with the terms of this Agreement or with any other requirement or condition applicable to the federal grant with which any Grant is funded or (ii) the operation or undertaking of each Project; provided that no indemnification shall be required of an Indemnified Person to the extent such losses are determined by the final judgment of a court of competent jurisdiction to be the result of the gross negligence or willful misconduct of such Indemnified Person. Such indemnification includes, but is not limited to, costs arising from third-party claims.

The provisions of this Section shall survive the termination of this Agreement, and the obligations of the Grantee hereunder shall apply to losses or claims whether asserted prior to or after the termination of this Agreement. In the event of failure by the Grantee to observe the covenants, conditions and agreements contained in this Section, any Indemnified Person may take any action at law or in equity to collect amounts then due and thereafter to become due, or to enforce performance and observance of any obligation, agreement or covenant of the Grantee under this Section. The obligations of the Grantee under this Section shall not be affected by any assignment or other transfer by the County of its rights or interests under this Agreement and will continue to inure to the benefit of the Indemnified Persons after any such

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transfer. The provisions of this Section shall be cumulative with and in addition to any other agreement by the Grantee to indemnify any Indemnified Person.

3.6 SAM

The Grantee shall maintain an active SAM registration at all times while this Grant Agreement is in effect.

3.7 Recordkeeping.

The Grantee shall maintain accounts and records with respect to each Project and each Grant in accordance with generally accepted accounting principles as issued from time to time by the Governmental Accounting Standards Board (GASB). Grantee shall keep and maintain all financial records and supporting documentation related to each Project and each Grant for a period of seven years after all Grant proceeds have been expended or returned to the County. Wherever practicable, Grantee shall collect, transmit, and store such records in open and machine readable formats. Grantee agrees to make such records available to the County or to the United States Treasury upon request, and to any other authorized oversight body, including but not limited to the Government Accountability Office (GAO), the Treasury's Office of Inspector General (OIG) and the Pandemic Relief Accountability Committee (PRAC). Grantee agrees to make such accounts and records available for on-site inspection during regular business hours of the Grantee and permit the County, the United States Treasury or any other such authorized oversight body to audit, examine, and reproduce such accounts and records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data, and other information relating to all matters covered by this Agreement.

The Grantee shall permit the County or any party designated by it upon reasonable prior notice to the Grantee to examine, visit and inspect each Project and to inspect and, without limiting the generality of the previous paragraph, to make copies of any accounts, books and records of the Grantee pertaining to each Project and/or each Grant.

3.8 Single-Audit

The Grantee acknowledges that by accepting the Grant(s) it is a sub-recipient of federal financial assistance under the federal Single Audit Act of 1984, as amended (the "SAA"). The Grantee further acknowledges that to the extent it expends an aggregate of \$750,000 in federal awards (including, but not limited to the Grant(s)) in a fiscal year, it will be subject to an audit under the SAA and its implementing regulations at 2 CFR Part 200, Subpart F.

ARTICLE IV - TERMINATION AND REMEDIES

4.1 Termination

- (a) *Termination by the County.* The County, in its sole and absolute discretion, may terminate this Agreement or any one or more Grants hereunder:
 - (i) if the Grantee has breached any provision of this Agreement (including without limitation reporting requirements in Schedule A hereto) or has failed to comply with any applicable state or federal law or regulation applicable to any Project and/or any Grant; or

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- (ii) if any representation or warranty made by the Grantee in any Application, this Agreement, or any certification or other supporting documentation thereunder or hereunder shall prove to have been incorrect in any material respect at the time made.
- (b) *Notice of Termination.* The County shall provide the Grantee with written notice of termination of this Agreement or any one or more Grants, setting forth the reason(s) for termination. The termination of this Agreement or any one or more Grants shall be effective as of the date such notice of termination is sent by the County.
- (c) *Effect of Termination.* Upon termination of this Agreement or any Grant, the Grantee shall reimburse the County for all costs and disbursements of the Grant(s) terminated on a schedule to be negotiated in good faith between the County and the Grantee, but in no event more than 60 days from the date of such termination.

4.2 Term

This Agreement shall remain in effect until one of the following events has occurred:

- (a) The Grantee and the County replace this Agreement with another written agreement;
- (b) All of the Grantee's obligations under this Agreement have been discharged, including, without limitation, any obligation to reimburse the County for disbursements of the Grant(s); or
- (c) This Agreement has been terminated pursuant to the provisions of Section 4.1 hereof.

ARTICLE V - MISCELLANEOUS

5.1 Notices

All notices, requests and other communications provided for herein including, without limitation, any modifications of, or waivers, requests or consents under, this Agreement shall be given or made in writing and delivered, (i) in the case of the County, to Bristol County, 9 Court Street, Taunton, Massachusetts 02780, Attention: Christopher T. Saunders, Treasurer, and (ii) in the case of the Grantee, to the address specified in the most recent Application; or, as to either party, at such other address as shall be designated by such party in a notice to each other party. Unless otherwise provided herein, receipt of all such communications shall be deemed to have occurred when personally delivered or, in the case of a mailed notice, upon receipt, in each case given or addressed as provided for herein.

5.2 No Waiver

No failure or forbearance on the part of the County to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof nor shall any single or partial exercise by the County of any right hereunder preclude any other or further exercise thereof or the exercise of any other right. Conditions, covenants, duties and obligations contained in this Agreement may be waived only by written agreement between the parties.

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5.3 Governing Law

This Agreement shall be construed under, and governed by, the laws of the Commonwealth. The Grantee agrees to bring any federal or state legal proceedings arising under this Agreement in which the County is a party in a court of competent jurisdiction within the Commonwealth. This section shall not be construed to limit any other legal rights of the parties.

5.4 Successors and Assigns

This Agreement shall be binding upon and inure to the benefit of the Grantee and the County and their respective successors and assigns, except that the Grantee may not assign or transfer its rights or obligations hereunder without the prior written consent of the County.

5.5 Complete Agreement; Waivers and Amendments

All conditions, covenants, duties and obligations contained in the Agreement may be amended only through a written amendment signed by the Grantee and the County unless otherwise specified in this Agreement. At the date of execution hereof, one or more Applications are attached hereto as Exhibit A and made a part hereof. From time to time after the date hereof, the Grantee may apply for, and the County may agree to make additional Grants pursuant to additional Applications submitted by Grantee. In such event, such additional Applications shall be attached to and become a part of this Agreement. The parties understand and agree that this Agreement and all Applications attached hereto from time to time, which are expressly incorporated herein by reference, supersedes all other verbal and written agreements and negotiations by the parties regarding the matters contained herein.

5.6 Headings

The headings and sub-headings contained in the titling of this Agreement are intended to be used for convenience only and do not constitute part of this Agreement.

5.7 Severability

If any term, provision or condition, or any part thereof, of this Agreement shall for any reason be found or held invalid or unenforceable by any governmental agency or court of competent jurisdiction, such invalidity or unenforceability shall not affect the remainder of such terms, provisions or conditions nor any other term, provision or condition, and this Agreement shall survive and be construed as if such invalid or unenforceable term, provision or condition had not been contained therein.

5.8 Schedules, Exhibits and Attachments; Counterparts; Electronic Signature

Each schedule, exhibit or other attachment hereto (including without limitation each Application attached (or to be attached as referenced in Section 5.5 hereof) as Exhibit A and referred to herein is an integral part of this Agreement. This Agreement may be executed in several counterparts, each of which shall be deemed to be an original. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal E-SIGN Act of 2000 and related state law) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

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5.9 Further Assurances

Grantee agrees that it will, from time to time, execute, acknowledge, and deliver, or cause to be executed, acknowledged, and delivered, such further instruments as may reasonably be required for carrying out the intention or facilitating the performance of this Agreement.

5.10 Third-Party Beneficiaries

This Agreement is exclusively between the County and the Grantee, and does not nor is intended to create any privity of contract with any other party not a party hereto other than the Indemnified Persons, nor to imply a contract in law or fact. The County is not obligated to disburse grant funds on any contract, or otherwise, between the Grantee and any other party, nor intends to assume, at any time, direct obligations for payment for work, goods, or other performance under such contracts. The obligation to pay any amounts due under such contracts is solely the responsibility of the Grantee. Nothing herein, express or implied, is intended to, or shall confer upon, any other person any right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement between the County, the Grantee and the Indemnified Persons.

[Remainder of page intentionally left blank; signature page follows.]

4b

IN WITNESS WHEREOF, the parties hereto have caused this Grant Agreement to be duly executed as of the latest date set forth below.

BRISTOL COUNTY, MASSACHUSETTS

By: _____
Name: Christopher T. Saunders
Title: Treasurer

Date: _____

GRANTEE (as applicable)

TOWN OF _____,
as Grantee

CITY OF FALL RIVER
as Grantee

By a majority of its Board of Selectmen:

By its

Mayor/City Manager

and a majority of its City Council:

Date: _____

Date: _____

4b

SCHEDULE A

Reporting Requirements

Event Reporting

The following events shall be reported promptly upon the occurrence thereof (and in any event with five business days of the occurrence thereof) to the County:

- (a) The inclusion of the Grantee, or any contractor or sub-recipient related to any Grant or any Project, or any employee, officer or other official of any of the foregoing, on any state or federal listing of debarred or suspended persons, or if any of such persons are proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any state or Federal department or agency.
- (b) Any criminal or civil litigation, or credible threat of such litigation, or investigation by any governmental entity of any of the persons listed in (a) for violations of state or Federal law involving fraud, bribery, misappropriation of funds, breaches of fiduciary duty or other actions bearing on the trustworthiness, credibility or responsibility of such person.

On Demand Reporting

- (a) A list of antidiscrimination complaints, reviews and proceedings, if any, as described in item 8 of Schedule B; and
- (b) Such other reporting relating to each Grant and each Project as the County shall reasonably request from time to time.

Scheduled Reporting

- (a) Quarterly Reporting. The Grantee shall provide quarterly reports as of the end of each fiscal quarter. Such reports shall be delivered to the County not later than the fifteenth (15) day following the end of the each fiscal quarter (i.e. January 15, April 15, July 15 and October 15) and shall contain:
 - a. The status of each Project (not started, in process, completed)
 - b. The amount of each Grant spent on the applicable Project during the quarter;
 - c. The cumulative total amount of each Grant funds spent on the applicable Project since inception;
 - d. The amount, if any, of each Grant that has been obligated for spending on the applicable Project that have not yet been expended;
 - e. A certification that, as of such reporting date and at all times since the previous reporting date (or if none, since the date of the Grant Agreement), the Grantee is and has been in full compliance with all terms of the Grant Agreement, including, without limitation, the anti-discrimination requirements described on Schedule B (or has delivered to the County in writing a full accounting of all instances on noncompliance);
 - f. Such other items as the County shall reasonably request related to the Grant(s) and/or the Project(s)
- (b) Close Out Reporting. The Grantee shall provide a final close-out report after the final expenditure (or return to the County) of each Grant. Such report shall be delivered to the County not later than 60 days following the quarter in which such final expenditure (or return) occurred and shall contain all such items as are reasonably requested by the County or its agents.

SCHEDULE B**Assurance of Compliance with Civil Rights Requirements**

As a condition of receipt of federal financial assistance including the Grant(s), the Grantee provides the assurances stated herein. The federal financial assistance includes the Grant(s) and may include other federal grants, loans and contracts to provide assistance to the recipient's beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass contracts of guarantee or insurance, regulated programs, licenses, procurement contracts by the Federal government at market value, or programs that provide direct benefits. This assurance applies to all federal financial assistance from or funds made available through the Department of the Treasury, including the Grant(s) and any assistance that the Grantee may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of this assurance apply to all of the Grantee's programs, services and activities, so long as any portion of the Grantee's program(s) is federally assisted in the manner proscribed above.

1. Grantee ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal funds, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166; directives; circulars; policies; memoranda and/or guidance documents.
2. Grantee acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have limited English proficiency ("LEP"). Grantee understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, Grantee shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Grantee understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Grantee's programs, services, and activities.
3. Grantee agrees to consider the need for language services for LEP persons during development of applicable budgets and when conducting programs, services and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on LEP, please visit <http://www.lep.gov>.
4. Grantee acknowledges and agrees that compliance with this assurance constitutes a condition of continued receipt of federal financial assistance (including, without limitation, the Grant(s)), and is binding upon Grantee and Grantee's successors, transferees and assignees for the period in which such assistance is provided.
5. Grantee acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every contract or agreement subject to Title VI

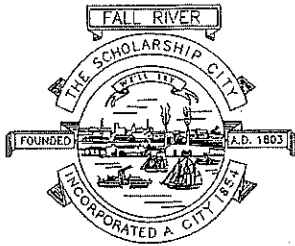
and its regulations between the Grantee and the Grantee's sub-grantees, contractors, subcontractors, successors, transferees, and assignees:

The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

6. Grantee understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury (including, without limitation, the Grant(s)), this assurance obligates the Grantee, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the Grantee for the period during which it retains ownership or possession of the property.
7. Grantee shall cooperate in any enforcement or compliance review activities by the County or the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. That is, the Grantee shall comply with information requests, on-site compliance reviews, and reporting requirements.
8. Grantee shall maintain a complaint log and promptly inform the County of any complaints of discrimination on the grounds of race, color, or national origin, and LEP covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, (i) a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome or (ii) if such is the case, a statement that Grantee has received no complaints under Title VI.
9. Grantee must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI of the Civil Rights Act of 1964 and efforts to address the non-compliance, including any voluntary compliance or other agreements between the Grantee and the administrative agency that made the finding. If the Grantee settles a case or matter alleging such discrimination, the Grantee must provide documentation of the settlement.
10. If the Grantee makes sub-awards to other agencies or other entities, the Grantee is responsible for ensuring that sub-recipients also comply with Title VI and other applicable authorities covered in this document.

EXHIBIT A

[copies of each final, approved
Application (Terms and Conditions)
to be attached]



City of Fall River
Massachusetts
Office of the Mayor

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PAUL E. COOGAN
Mayor

RECEIVED

2022 AUG -9 P 12:02

CITY CLERK _____
FALL RIVER, MA

August 8, 2022

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

Dear Madam President and Members of the Honorable Council:

Attached for your consideration please find City Councilor Laura Washington's proposal for the use of Bristol County ARPA funding.

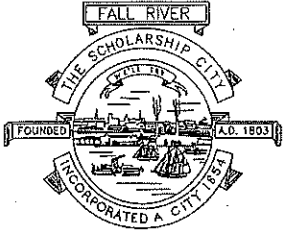
Thank you for your consideration in this matter.

Sincerely,

Paul E. Coogan

Paul E. Coogan
Mayor

PC/amos



CITY OF FALL RIVER, MASSACHUSETTS

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August 8, 2022

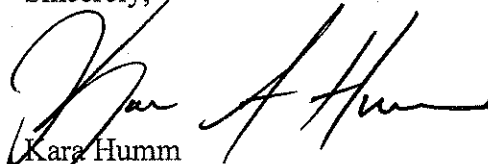
Madam President
Members of the Honorable Council
City of Fall River
One Government Center
Fall River, MA 02722

RECEIVED
2022 AUG -9 P 12:02
CITY CLERK
FALL RIVER, MA

Dear Madam President and Members of the Honorable Council:

Attached please find Councilor Laura Washington's proposal seeking ARPA funding from the Bristol County Treasury for the August 16th City Council Meeting.

Sincerely,


Kara Humm
ARPA Director

ARPA Fund Use:

FOR YOUTH INITIATIVE

Proposal by Councilor Laura Washington

Description of Proposal:

Providing Fall River youth from low-income and middle-income households, scholarship opportunities to pursue extra-curricular programs, specializing in music, dance, boxing, mixed martial arts and other possible classes, all while supporting the small businesses offering the classes, that were economically impacted as a result of the COVID-19 pandemic.

Requested ARPA Funds: \$2,000,000.00

Category: 2: Negative Economic Impacts:

Assistance to Households:

2.24: Addressing Educational Disparities: Aid to High-Poverty Districts

2.25: Addressing Educational Disparities: Academic, Social, and Emotional Services

Assistance to Small Businesses:

2.33: Enhanced Support to Microbusinesses

Rationale for ARPA Funding:

Prior to the COVID-19 pandemic low-income families struggled to afford basic needs for housing, utilities, food, and medical care. There was no ability to afford extra-curricular activities for their children and the City of Fall River has worked with organizations to offer opportunities for low income families to participate in various programs.

However, as a result of the pandemic, the City of Fall River, much like other areas of the State and Country have seen a shrinking in the middle class, resulting in a swelling in the number of families struggling with poverty. Families that prior to the pandemic were able to afford extra-curricular activities for their children, were forced to re-evaluate their spending and tighten their household budget as result of loss of employment, inability to work, and financial uncertainty. There were strains on marriages due to hardships and emotional distress, and a result an increase in the divorce rate across the United States.

The effects of the hardships and emotional distress suffered by parents, directly contributes to their children's stress, mental health, anxiety, and overall wellbeing. Children that were once able to partake in extra-curricular programs like music, dance, boxing, and mixed martial arts, were no longer able to attend due to the families inability to afford it any longer. These children whose families have never been able to afford, or now no longer can afford these programs are spending their time inactive using devices, playing video games, or watching television. The children in Fall River need to be able to access these extra-curricular activities in order to relieve stress, lower level of anxiety and symptoms of depression. Children's participation in extra-

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curricular activities have shown to be instrumental in building mental resilience, self-confidence, help to build friendships, and build skills such as communication, teamwork, organization, problem solving, time-management, it also provides structure and improves their physical health.

In addition to helping improve the lives of youth in Fall River, this proposal would also benefit the small businesses in the city that due to the pandemic were forced to close for a time being due to executive orders of the State and City and when reopened continued to suffer as residents were still limiting their exposure in public. These businesses include gyms offering mixed martial art and boxing, dance and music studios, etc.

The proposal would require these businesses to apply for the program and provide information as to the class being offered, number of classes per week/month being offered, the number of slots open to Fall River youth to be filled through scholarship, age of youth, and the cost per child. The program would be advertised across the city through all the schools. Families interested would be required to show proof of residency, school attending, and complete demographic information, and assure their attendance. A coordinator would be responsible for reviewing applications of businesses, reviewing applications of children, ensuring compliance with program, and payment to businesses.

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GRANT AGREEMENT
(ARPA)

This Grant Agreement (this "Agreement") is entered into by and between Bristol County, Massachusetts (the "County") and the Municipality listed in the application(s) attached hereto as Exhibit A (the "Grantee"), a political subdivision of The Commonwealth of Massachusetts (the "Commonwealth") located within the territorial boundaries of the County (the "Grantee").

WHEREAS, the County is the recipient of a grant (as more fully described in Exhibit A, the "ARPA Grant") made available under the American Rescue Plan Act ("ARPA") from the United States Treasury;

WHEREAS, the Grantee has submitted (and may in the future submit) to the County one or more applications for grants to be funded from the ARPA Grant (each application approved by the County and attached hereto from time to time in Exhibit A, an "Application"), and in reliance on the representations, certifications and warranties made by the Grantee herein and in the Applications, the County is (or will be) willing to provide one or more restricted grants in the Grant Amount identified in the applicable Application (each, a "Grant") to the Grantee on the terms and conditions stated herein;

WHEREAS, the Grantee is willing to accept the Grant evidenced by each Application, and to thereby become a sub-recipient of the ARPA Grant, on the terms and conditions stated herein.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the parties agree and bind themselves as follows:

ARTICLE I - REPRESENTATIONS OF THE GRANTEE

Recognizing that the County is relying hereon, the Grantee represents, as of the date of this Agreement, as follows:

- (a) *Organization; Power, Etc.* The Grantee is a political subdivision of the Commonwealth located entirely within the geographic boundaries of the County with full legal right and power to authorize, execute, and deliver this Agreement, to receive each Grant, to undertake and implement the use of Grant funds described in each Application and to carry out and consummate all transactions contemplated by the foregoing (including without limitation the recordkeeping and reporting described herein);
- (b) *Authority.* The Grantee has duly and validly authorized the execution and delivery of this Agreement and has or will have so authorized the execution of each Application, and all approvals, consents, and other governmental or corporate proceedings necessary for the execution and delivery of the foregoing or required to make this Agreement the legally binding obligation of the Grantee that it purports to be, in accordance with its terms, have been obtained or made. The representatives of the Grantee executing this Agreement have all necessary power and authority to execute this Agreement and to bind the Grantee to the terms and conditions herein.
- (c) *No Litigation.* No action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, other than as disclosed to the County in writing, is pending or, to the knowledge of the authorized representatives of the Grantee executing this Agreement, threatened (1) seeking to restrain or enjoin the execution and delivery of this Agreement, or the undertaking of any Project (defined below) or (2) contesting or affecting the validity of this Agreement; and neither the corporate existence

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of the Grantee nor the title to the office of any authorized representatives of the Grantee executing this Agreement, is being contested.

- (d) *No Conflicts.* The authorization, execution and delivery of this Agreement, and performance by the Grantee of each Project and of its obligations under this Agreement, will not constitute a breach of, or a default under, any law, ordinance, resolution, agreement, indenture or other instrument to which the Grantee is a party or by which it or any of its properties is bound.
- (e) *SAM Registration.* Grantee is registered with the System for Award Management (SAM) and confirms that the Data Universal Numbering System (DUNS) number listed in Exhibit A is the correct such number for the Grantee as of the date hereof.
- (f) *Binding Agreement.* This Agreement is, or when executed and delivered will be, the legal, valid, and binding obligation of the Grantee, enforceable in accordance with its terms, subject only to limitations on enforceability imposed in equity or by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' rights generally.
- (g) *Information Submitted.* All information, reports, and other documents and data submitted to the County in connection with this Agreement (including without limitation, the Application(s) attached hereto as of the date of execution and each other Application, if any, to be later attached and made a part hereof pursuant to the terms hereof) were, at the time the same were (or will be) furnished, and are, as of the date hereof (or will be as of the date the same are furnished), true, correct and complete in all material respects.
- (h) *Ratification.* By executing this Agreement, the Grantee (i) affirms and ratifies all statements, representations and warranties contained in all written documents that it has submitted to the County in connection with this Agreement (including, without limitation, the this Agreement and the Application(s) attached hereto as Exhibit A as of the date hereof) and (ii) agrees that on each date, if any, that an additional Application is attached hereto and made a part hereof, it will be deemed to have affirmed and ratified all such statements, representations and warranties (including, without limitation, those contained or provided in connection with such additional Application).

ARTICLE II - THE GRANT

2.1 Grant Amount The County agrees to make and the Grantee agrees to accept, on the terms and conditions stated in this Agreement, one or more Grants, in the Grant Amount(s) specified on the Application(s) attached as Exhibit A hereto. From and after the date hereof, the County may agree to make and the Grantee may agree to accept, on the terms and conditions stated herein, additional Grants pursuant to additional Applications in the Grant Amount stated in each such Application; in such event, such additional Applications will be attached hereto on Exhibit A and shall become a part of this Agreement.

2.2 Project and Schedule

- (a) *Grant Purpose.* Each Grant is being made solely to finance the project described in the applicable Application (each, a "Project").

- 5
- (b) *Grant Expenditure Schedule.* The Grant will not pay any costs other than those incurred during the period from March 3, 2021 to June 30, 2024 (subject to extension in the sole discretion of the County, but not later than December 31, 2024). All Grant proceeds that remain unexpended as of June 30, 2024 (or such later date to which the County shall extend such deadline, in its sole discretion) shall be returned to the County promptly and, in any event, within ten (10) business days thereafter.

2.3 Grant Award Package

In connection with the execution and delivery of this Agreement, each of the following conditions shall be satisfied (all documents, certificates and other evidence of such conditions are to be satisfactory to the County in its sole and absolute discretion).

- (a) *Executed Grant Agreement.* The County shall receive a duly executed original of this Agreement.
- (b) *Expiration of Offer.* Each Grant, and the obligation of the County to disburse such Grant, or any portion thereof, shall expire ninety (90) days from the date the Grantee was notified that the County had approved the applicable Application. The County, in its sole and absolute discretion, may approve one or more extensions to the expiration of the offer of any Grant.

ARTICLE III - AFFIRMATIVE COVENANTS

3.1 Use of Disbursements

The Grantee shall expend the Grant funds only for eligible costs of the Project as described in the applicable Application, subject to Article II hereof. The Grantee shall be responsible for compliance with, and shall comply in all material respects with, all applicable laws and regulations, whether or not such laws or regulations are expressly referenced herein.

3.2 Reporting and Compliance with Laws

- (a) The Grantee shall comply with all reporting requirements set forth in Schedule A hereto. In addition, the Grantee agrees that each Project shall be constructed or undertaken and each Grant shall be expended in full compliance with all applicable provisions of federal, state and local law and all regulations thereunder.
- (b) Without limiting the generality of Section 3.2(a), the Grantee covenants to comply in all respects with all applicable laws, regulations and rules regarding bidding, procurement, employment and anti-discrimination, including, without limitation, Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this Agreement.

- 5
- (c) Grantee certifies that it has read and understood its obligations with respect to compliance with the non-discrimination requirements in this Agreement (including, without limitation, Schedule B hereto), certifies that it is in compliance with such requirements, and covenants to remain in compliance at all times while this Agreement is in effect.

3.3 Additional Project Funding

The Grantee shall ensure that adequate funding is in place to complete each Project. In the event that any Grant, alone, is, for any reason, insufficient to complete the applicable Project, the Grantee will obtain or make available and apply other funds (including without limitation, by incurring loans or obtaining other grants) in an aggregate amount necessary to ensure completion of each such Project in which the Grantee has received Grant funds.

3.4 Recoupment and Costs

The Grantee acknowledges that it is responsible for compliance with this Agreement and all state and federal laws and regulations applicable to the Grant(s) funding source and the Project. Breach of this Agreement and/or failure to comply with such law or regulation may result in all or a portion of the Grant(s) becoming subject to recoupment (including, without limitation, as described in each Application). If one or more Grant is subject to recoupment, the County will notify the Grantee in writing and the Grantee shall promptly and, in any event, within 10 days of receiving such notice, return such Grant proceeds (including both any unexpended portion and funds equal to the portion expended) and any interest earnings thereon. In addition, Grantee shall be responsible for, and hereby agrees to promptly pay or reimburse the County for all costs incurred by the County, its employees, officers and agents (including without limitation, attorneys' fees) related to or arising out of such recoupment including, without limitation, costs of any related investigation, audit and/or collection efforts.

3.5 Indemnification

To the fullest extent permitted by law, the Grantee agrees to indemnify and hold harmless the County and all of its employees, officers, and agents (collectively, "Indemnified Persons") from and against any and all losses, costs, damages, expenses, judgments, and liabilities of whatever nature (including, but not limited to, attorneys', accountants' and other professionals' fees and expenses, litigation and court costs and expenses, amounts paid in settlement and amounts paid to discharge judgments and amounts payable by Indemnified Persons relating to or arising out of (i) the actual or alleged failure of the Grantee to comply with the terms of this Agreement or with any other requirement or condition applicable to the federal grant with which any Grant is funded or (ii) the operation or undertaking of each Project; provided that no indemnification shall be required of an Indemnified Person to the extent such losses are determined by the final judgment of a court of competent jurisdiction to be the result of the gross negligence or willful misconduct of such Indemnified Person. Such indemnification includes, but is not limited to, costs arising from third-party claims.

The provisions of this Section shall survive the termination of this Agreement, and the obligations of the Grantee hereunder shall apply to losses or claims whether asserted prior to or after the termination of this Agreement. In the event of failure by the Grantee to observe the covenants, conditions and agreements contained in this Section, any Indemnified Person may take any action at law or in equity to collect amounts then due and thereafter to become due, or to enforce performance and observance of any obligation, agreement or covenant of the Grantee under this Section. The obligations of the Grantee under this Section shall not be affected by any assignment or other transfer by the County of its rights or interests under this Agreement and will continue to inure to the benefit of the Indemnified Persons after any such

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transfer. The provisions of this Section shall be cumulative with and in addition to any other agreement by the Grantee to indemnify any Indemnified Person.

3.6 SAM

The Grantee shall maintain an active SAM registration at all times while this Grant Agreement is in effect.

3.7 Recordkeeping.

The Grantee shall maintain accounts and records with respect to each Project and each Grant in accordance with generally accepted accounting principles as issued from time to time by the Governmental Accounting Standards Board (GASB). Grantee shall keep and maintain all financial records and supporting documentation related to each Project and each Grant for a period of seven years after all Grant proceeds have been expended or returned to the County. Wherever practicable, Grantee shall collect, transmit, and store such records in open and machine readable formats. Grantee agrees to make such records available to the County or to the United States Treasury upon request, and to any other authorized oversight body, including but not limited to the Government Accountability Office (GAO), the Treasury's Office of Inspector General (OIG) and the Pandemic Relief Accountability Committee (PRAC). Grantee agrees to make such accounts and records available for on-site inspection during regular business hours of the Grantee and permit the County, the United States Treasury or any other such authorized oversight body to audit, examine, and reproduce such accounts and records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data, and other information relating to all matters covered by this Agreement.

The Grantee shall permit the County or any party designated by it upon reasonable prior notice to the Grantee to examine, visit and inspect each Project and to inspect and, without limiting the generality of the previous paragraph, to make copies of any accounts, books and records of the Grantee pertaining to each Project and/or each Grant.

3.8 Single-Audit

The Grantee acknowledges that by accepting the Grant(s) it is a sub-recipient of federal financial assistance under the federal Single Audit Act of 1984, as amended (the "SAA"). The Grantee further acknowledges that to the extent it expends an aggregate of \$750,000 in federal awards (including, but not limited to the Grant(s)) in a fiscal year, it will be subject to an audit under the SAA and its implementing regulations at 2 CFR Part 200, Subpart F.

ARTICLE IV - TERMINATION AND REMEDIES

4.1 Termination

- (a) *Termination by the County.* The County, in its sole and absolute discretion, may terminate this Agreement or any one or more Grants hereunder:
 - (i) if the Grantee has breached any provision of this Agreement (including without limitation reporting requirements in Schedule A hereto) or has failed to comply with any applicable state or federal law or regulation applicable to any Project and/or any Grant; or

- 5
- (ii) if any representation or warranty made by the Grantee in any Application, this Agreement, or any certification or other supporting documentation thereunder or hereunder shall prove to have been incorrect in any material respect at the time made.
 - (b) *Notice of Termination.* The County shall provide the Grantee with written notice of termination of this Agreement or any one or more Grants, setting forth the reason(s) for termination. The termination of this Agreement or any one or more Grants shall be effective as of the date such notice of termination is sent by the County.
 - (c) *Effect of Termination.* Upon termination of this Agreement or any Grant, the Grantee shall reimburse the County for all costs and disbursements of the Grant(s) terminated on a schedule to be negotiated in good faith between the County and the Grantee, but in no event more than 60 days from the date of such termination.

4.2 Term

This Agreement shall remain in effect until one of the following events has occurred:

- (a) The Grantee and the County replace this Agreement with another written agreement;
- (b) All of the Grantee's obligations under this Agreement have been discharged, including, without limitation, any obligation to reimburse the County for disbursements of the Grant(s); or
- (c) This Agreement has been terminated pursuant to the provisions of Section 4.1 hereof.

ARTICLE V - MISCELLANEOUS

5.1 Notices

All notices, requests and other communications provided for herein including, without limitation, any modifications of, or waivers, requests or consents under, this Agreement shall be given or made in writing and delivered, (i) in the case of the County, to Bristol County, 9 Court Street, Taunton, Massachusetts 02780, Attention: Christopher T. Saunders, Treasurer, and (ii) in the case of the Grantee, to the address specified in the most recent Application; or, as to either party, at such other address as shall be designated by such party in a notice to each other party. Unless otherwise provided herein, receipt of all such communications shall be deemed to have occurred when personally delivered or, in the case of a mailed notice, upon receipt, in each case given or addressed as provided for herein.

5.2 No Waiver

No failure or forbearance on the part of the County to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof nor shall any single or partial exercise by the County of any right hereunder preclude any other or further exercise thereof or the exercise of any other right. Conditions, covenants, duties and obligations contained in this Agreement may be waived only by written agreement between the parties.

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5.3 Governing Law

This Agreement shall be construed under, and governed by, the laws of the Commonwealth. The Grantee agrees to bring any federal or state legal proceedings arising under this Agreement in which the County is a party in a court of competent jurisdiction within the Commonwealth. This section shall not be construed to limit any other legal rights of the parties.

5.4 Successors and Assigns

This Agreement shall be binding upon and inure to the benefit of the Grantee and the County and their respective successors and assigns, except that the Grantee may not assign or transfer its rights or obligations hereunder without the prior written consent of the County.

5.5 Complete Agreement; Waivers and Amendments

All conditions, covenants, duties and obligations contained in the Agreement may be amended only through a written amendment signed by the Grantee and the County unless otherwise specified in this Agreement. At the date of execution hereof, one or more Applications are attached hereto as Exhibit A and made a part hereof. From time to time after the date hereof, the Grantee may apply for, and the County may agree to make additional Grants pursuant to additional Applications submitted by Grantee. In such event, such additional Applications shall be attached to and become a part of this Agreement. The parties understand and agree that this Agreement and all Applications attached hereto from time to time, which are expressly incorporated herein by reference, supersedes all other verbal and written agreements and negotiations by the parties regarding the matters contained herein.

5.6 Headings

The headings and sub-headings contained in the titling of this Agreement are intended to be used for convenience only and do not constitute part of this Agreement.

5.7 Severability

If any term, provision or condition, or any part thereof, of this Agreement shall for any reason be found or held invalid or unenforceable by any governmental agency or court of competent jurisdiction, such invalidity or unenforceability shall not affect the remainder of such terms, provisions or conditions nor any other term, provision or condition, and this Agreement shall survive and be construed as if such invalid or unenforceable term, provision or condition had not been contained therein.

5.8 Schedules, Exhibits and Attachments; Counterparts; Electronic Signature

Each schedule, exhibit or other attachment hereto (including without limitation each Application attached (or to be attached as referenced in Section 5.5 hereof) as Exhibit A and referred to herein is an integral part of this Agreement. This Agreement may be executed in several counterparts, each of which shall be deemed to be an original. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000 and related state law) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

5

5.9 Further Assurances

Grantee agrees that it will, from time to time, execute, acknowledge, and deliver, or cause to be executed, acknowledged, and delivered, such further instruments as may reasonably be required for carrying out the intention or facilitating the performance of this Agreement.

5.10 Third-Party Beneficiaries

This Agreement is exclusively between the County and the Grantee, and does not nor is intended to create any privity of contract with any other party not a party hereto other than the Indemnified Persons, nor to imply a contract in law or fact. The County is not obligated to disburse grant funds on any contract, or otherwise, between the Grantee and any other party, nor intends to assume, at any time, direct obligations for payment for work, goods, or other performance under such contracts. The obligation to pay any amounts due under such contracts is solely the responsibility of the Grantee. Nothing herein, express or implied, is intended to, or shall confer upon, any other person any right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement between the County, the Grantee and the Indemnified Persons.

[Remainder of page intentionally left blank; signature page follows.]

5

IN WITNESS WHEREOF, the parties hereto have caused this Grant Agreement to be duly executed as of the latest date set forth below.

BRISTOL COUNTY, MASSACHUSETTS

By: _____
Name: Christopher T. Saunders
Title: Treasurer

Date: _____

GRANTEE (as applicable)

TOWN OF _____,
as Grantee

CITY OF FALL RIVER.
as Grantee

By a majority of its Board of Selectmen:

By its

Mayor/City Manager

and a majority of its City Council:

Date: _____

Date: _____

5

SCHEDULE A

Reporting Requirements

Event Reporting

The following events shall be reported promptly upon the occurrence thereof (and in any event with five business days of the occurrence thereof) to the County:

- (a) The inclusion of the Grantee, or any contractor or sub-recipient related to any Grant or any Project, or any employee, officer or other official of any of the foregoing, on any state or federal listing of debarred or suspended persons, or if any of such persons are proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any state or Federal department or agency.
- (b) Any criminal or civil litigation, or credible threat of such litigation, or investigation by any governmental entity of any of the persons listed in (a) for violations of state or Federal law involving fraud, bribery, misappropriation of funds, breaches of fiduciary duty or other actions bearing on the trustworthiness, credibility or responsibility of such person.

On Demand Reporting

- (a) A list of antidiscrimination complaints, reviews and proceedings, if any, as described in item 8 of Schedule B; and
- (b) Such other reporting relating to each Grant and each Project as the County shall reasonably request from time to time.

Scheduled Reporting

- (a) Quarterly Reporting. The Grantee shall provide quarterly reports as of the end of each fiscal quarter. Such reports shall be delivered to the County not later than the fifteenth (15) day following the end of the each fiscal quarter (i.e. January 15, April 15, July 15 and October 15) and shall contain:
 - a. The status of each Project (not started, in process, completed)
 - b. The amount of each Grant spent on the applicable Project during the quarter;
 - c. The cumulative total amount of each Grant funds spent on the applicable Project since inception;
 - d. The amount, if any, of each Grant that has been obligated for spending on the applicable Project that have not yet been expended;
 - e. A certification that, as of such reporting date and at all times since the previous reporting date (or if none, since the date of the Grant Agreement), the Grantee is and has been in full compliance with all terms of the Grant Agreement, including, without limitation, the anti-discrimination requirements described on Schedule B (or has delivered to the County in writing a full accounting of all instances on noncompliance);
 - f. Such other items as the County shall reasonably request related to the Grant(s) and/or the Project(s)
- (b) Close Out Reporting. The Grantee shall provide a final close-out report after the final expenditure (or return to the County) of each Grant. Such report shall be delivered to the County not later than 60 days following the quarter in which such final expenditure (or return) occurred and shall contain all such items as are reasonably requested by the County or its agents.

5

SCHEDULE B

Assurance of Compliance with Civil Rights Requirements

As a condition of receipt of federal financial assistance including the Grant(s), the Grantee provides the assurances stated herein. The federal financial assistance includes the Grant(s) and may include other federal grants, loans and contracts to provide assistance to the recipient's beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass contracts of guarantee or insurance, regulated programs, licenses, procurement contracts by the Federal government at market value, or programs that provide direct benefits. This assurance applies to all federal financial assistance from or funds made available through the Department of the Treasury, including the Grant(s) and any assistance that the Grantee may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of this assurance apply to all of the Grantee's programs, services and activities, so long as any portion of the Grantee's program(s) is federally assisted in the manner proscribed above.

1. Grantee ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal funds, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166; directives; circulars; policies; memoranda and/or guidance documents.
2. Grantee acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have limited English proficiency ("LEP"). Grantee understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, Grantee shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Grantee understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Grantee's programs, services, and activities.
3. Grantee agrees to consider the need for language services for LEP persons during development of applicable budgets and when conducting programs, services and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on LEP, please visit <http://www.lep.gov>.
4. Grantee acknowledges and agrees that compliance with this assurance constitutes a condition of continued receipt of federal financial assistance (including, without limitation, the Grant(s)), and is binding upon Grantee and Grantee's successors, transferees and assignees for the period in which such assistance is provided.
5. Grantee acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every contract or agreement subject to Title VI

5

and its regulations between the Grantee and the Grantee's sub-grantees, contractors, subcontractors, successors, transferees, and assignees:

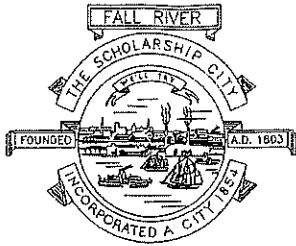
The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

6. Grantee understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury (including, without limitation, the Grant(s)), this assurance obligates the Grantee, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the Grantee for the period during which it retains ownership or possession of the property.
7. Grantee shall cooperate in any enforcement or compliance review activities by the County or the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. That is, the Grantee shall comply with information requests, on-site compliance reviews, and reporting requirements.
8. Grantee shall maintain a complaint log and promptly inform the County of any complaints of discrimination on the grounds of race, color, or national origin, and LEP covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, (i) a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome or (ii) if such is the case, a statement that Grantee has received no complaints under Title VI.
9. Grantee must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI of the Civil Rights Act of 1964 and efforts to address the non-compliance, including any voluntary compliance or other agreements between the Grantee and the administrative agency that made the finding. If the Grantee settles a case or matter alleging such discrimination, the Grantee must provide documentation of the settlement.
10. If the Grantee makes sub-awards to other agencies or other entities, the Grantee is responsible for ensuring that sub-recipients also comply with Title VI and other applicable authorities covered in this document.

5

EXHIBIT A

[copies of each final, approved
Application (Terms and Conditions)
to be attached]



PAUL E. COOGAN
Mayor

City of Fall River
Massachusetts
Office of the Mayor

RECEIVED

2022 JUL 25 P 3:18

CITY CLERK _____
FALL RIVER, MA

July 25, 2022

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

Dear Madam President and Members of the Honorable Council:

Attached please find a request from the Fall River Public Library for the approval to accept a donation of \$100.00 from Helen Schultz in memory of her sister, Katherine Rocha.

Thank you for your consideration with this request.

Sincerely,

Paul E. Coogan
Mayor

PC/amos

City of Fall River, *In City Council*

6

ORDERED, that under the provisions of M.G.L. Chapter 44, Section 53A, the Fall River Public Library be, and the same is hereby authorized to accept a gift of \$100.00 from Helen Schultz in memory of her sister Katherine Rocha.



City of Fall River
Massachusetts
Department of Community Services
PLANNING • HEALTH & HUMAN SERVICES • LIBRARY
INSPECTIONAL SERVICES

Fall River Public Library
fallriverlibrary.org

PAUL E. COOGAN
Mayor

LIANE VERVILLE
Library Administrator
lverville@saisinc.org

July 18, 2022

The Honorable Paul E. Coogan
Mayor
City of Fall River
Fall River, MA 02722

Dear Mayor Coogan:

In accordance with the provisions of MGL c. 44 §53A I hereby ask that the City Council accept a \$100 donation to the library from Helen Schultz in memory of her sister Katherine Rocha.

Sincerely,

Liane Verville
Library Administrator

Approved:

Mayor

7/18/22
Date

RECEIVED
2022 JUL 25 P 3:18
CITY CLERK
FALL RIVER, MA



PAUL E. COOGAN
Mayor

City of Fall River
Massachusetts
Office of the Mayor

7

RECEIVED

2022 JUL 25 P 3:18

CITY CLERK _____
FALL RIVER, MA

July 25, 2022

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

Dear Madam President and Members of the Honorable Council:

Attached please find a request from the Fall River Public Library for the approval to accept donations of weekly take home crafts for children from Richard and Debby Danner. The total amount of the current donation is approximately \$100.00 per week from September through May.

Thank you for your consideration with this request.

Sincerely,

Paul E. Coogan

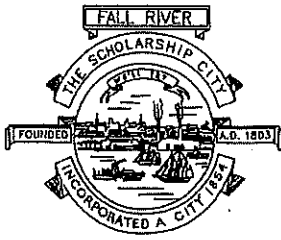
Paul E. Coogan
Mayor

PC/amos

City of Fall River, *In City Council*

7

ORDERED, that under the provisions of M.G.L. Chapter 44, Section 53A 1/2, the Fall River Public Library be, and the same is hereby authorized to accept weekly take-home crafts for children from Richard and Debby Danner from September through May, valued at approximately \$100.00 per week.



City of Fall River
Massachusetts
Department of Community Services
PLANNING • HEALTH & HUMAN SERVICES • LIBRARY
INSPECTIONAL SERVICES

Fall River Public Library
fallriverlibrary.org

PAUL E. COOGAN
Mayor

LIANE VERVILLE
Library Administrator
lverville@sailsinc.org

July 18, 2022

The Honorable Paul E. Coogan
Mayor
City of Fall River
Fall River, MA 02722

Dear Mayor Coogan:

In accordance with the provisions of MGL c. 44 §53A I hereby ask that the City Council accept weekly take-home crafts for children by Richard and Debby Danner starting September thru May at approximately \$100 per week.

Sincerely,

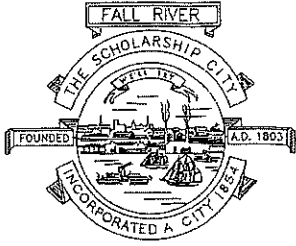
Liane Verville
Library Administrator

Approved:

Mayor

7/18/22
Date

RECEIVED
2022 JUL 25 P 3:18
CITY CLERK
FALL RIVER, MA



PAUL E. COOGAN
Mayor

City of Fall River
Massachusetts
Office of the Mayor

8

RECEIVED

2022 AUG -9 P 12:02

CITY CLERK _____
FALL RIVER, MA

August 8, 2022

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

Dear Madam President and Members of the Honorable Council:

Attached please find a request from the Fall River Public Library for the approval to accept a donation in memory of Mary C. Harrington.

Thank you for your consideration with this request.

Sincerely,

Paul E. Coogan
Mayor

PC/amos

City of Fall River, *In City Council*

8

ORDERED, that under the provisions of M.G.L. Chapter 44, Section 53A, the Fall River Public Library be, and the same is hereby authorized to accept a gift of \$40.00 from Joseph Lynch and Diane C. Greer in memory of Mary C. Harrington.



**City of Fall River
Massachusetts**
Department of Community Services
PLANNING • HEALTH & HUMAN SERVICES • LIBRARY
INSPECTIONAL SERVICES

Fall River Public Library
fallriverlibrary.org

PAUL E. COOGAN
Mayor

LIANE VERVILLE
Library Administrator
lverville@sailsinc.org

August 3, 2022

The Honorable Paul E. Coogan
Mayor
City of Fall River
Fall River, MA 02722

Dear Mayor Coogan:

In accordance with the provisions of MGL c. 44 §53A I hereby ask that the City Council accept a \$40 donation to the library from Joseph Lynch and Diane C. Greer in memory of Mary C. Harrington.

Sincerely,

Liane Verville
Library Administrator



City of Fall River
Massachusetts
Office of the Mayor

PAUL E. COOGAN
Mayor

9
RECEIVED

2022 JUL 26 A 9:39

CITY CLERK _____
FALL RIVER, MA

July 25, 2022

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

Dear Madam President and Members of the Honorable Council:

Attached for your information please find true copies of the orders approved by the Senate and the House of Representatives and signed by Governor Baker abolishing the Board of Fire Commissioners and the Board of Police within the City of Fall River.

Thank you for your consideration in this matter.

Sincerely,

Paul E. Coogan
Mayor

PC/amos

Chapter 34
of the Acts of 2022

THE COMMONWEALTH OF MASSACHUSETTS

In the One Hundred and Ninety-Second General Court

AN ACT ABOLISHING THE BOARD OF FIRE COMMISSIONERS IN THE CITY OF FALL RIVER.

Be it enacted by the Senate and House of Representatives in General Court assembled, and by the authority of the same, as follows:

SECTION 1. Section 4 of chapter 281 of the acts of 2012 is hereby repealed.

SECTION 2. This act shall take effect upon its passage.

House of Representatives, March 21, 2022.

Passed to be enacted,

Acting
Paul J. Donato, Speaker.

In Senate, March 21, 2022.

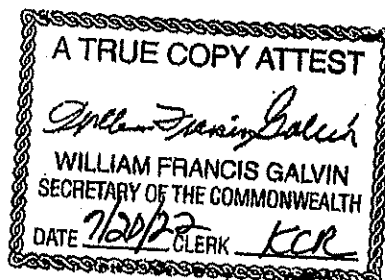
Passed to be enacted,

Acting
William Francis Galvin, President.

March 25, 2022.

Approved,
at 3 o'clock and 05 minutes, *P*. M.

Charles D. Bates
Governor.



Chapter 35
of the Acts of 2022

THE COMMONWEALTH OF MASSACHUSETTS

In the One Hundred and Ninety-Second General Court

AN ACT ABOLISHING THE BOARD OF POLICE IN THE CITY OF FALL RIVER.

Be it enacted by the Senate and House of Representatives in General Court assembled, and by the authority of the same, as follows:

SECTION 1. Section 3 of chapter 1 of the acts of 1986 is hereby repealed.

SECTION 2. This act shall take effect upon its passage.

House of Representatives, March 21, 2022.

Passed to be enacted,

Paul Blumenthal Acting
Speaker.

In Senate, March 21, 2022.

Passed to be enacted,

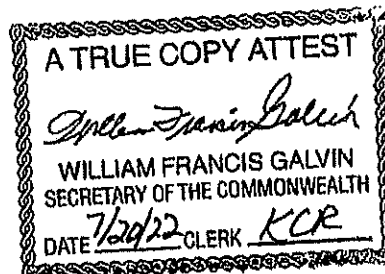
John W. Foubert Acting
President.

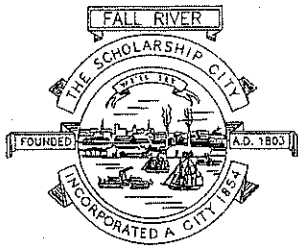
March 25, 2022.

Approved,
at *3* o'clock and *10* minutes, *P.* M.

Charles D. Baker

Governor.





City of Fall River
Massachusetts
Office of the Mayor

10

PAUL E. COOGAN
Mayor

RECEIVED

2022 AUG 11 P 2:23

CITY CLERK _____
FALL RIVER, MA

August 10, 2022

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

Dear Honorable Members of the City Council:

Consistent with the requirements of MGL Chapter 150E, Section 7, I am submitting the recently negotiated Memorandum of Agreement between the City of Fall River and the Fall River Environmental Police, MCOP Local 491. I respectfully request you grant an appropriation necessary to fund the cost items contained therein. Please feel free to contact me if you have any questions or concerns.

Sincerely,

Paul E. Coogan
Paul E. Coogan
Mayor

ORDERED, that the funding of the cost items contained in the collective bargaining agreement between the City of Fall River and the Fall River Environmental Police, MCOP Local 491, is hereby approved.



10

Environmental Police Officers, Local 491

1.5%

	2021-2022
Pensionable	\$1767.69
Non-Pensionable	\$229.04
Total	\$1,996.73

CITY OF FALL RIVER

COLLECTIVE BARGAINING AGREEMENT

THROUGH

July 1, 2021 – June 30, 2022

FISCAL IMPACT STATEMENT

Note: Figures are draft amounts and are subject to change based on current employees staffing levels.

MEMORANDUM OF AGREEMENT

BETWEEN

THE CITY OF FALL RIVER

and

THE FALL RIVER ENVIRONMENTAL POLICE, MCOP LOCAL 491

This **MEMORANDUM OF AGREEMENT** is entered into by and between the City of Fall River (hereinafter "the City") and the Fall River Environmental Police, MCOP Local 491, ("Union");

WHEREAS, the City and the Union are parties to a collective bargaining agreement originally in effect for the period of July 1, 2019 through June 30, 2021; and

WHEREAS, the City and the Union have come to terms for a successor agreement,

NOW, THEREFORE, in consideration of mutual covenants and promises, the Parties hereby agree extend and maintain all current terms and conditions of employment which are established by their 2019-2021 Memorandum of Agreement, the 2016-2019 Collective Bargaining Agreement, the parties' practices, current policies and work rules, or in any other way, except as modified by this Memorandum of Agreement:

1. Duration:

- a. Modify the CBA to reflect a one-year agreement from July 1, 2021, through June 30, 2022.

2. Wages:

- a. Modify section 1 of Article V of the CBA to reflect the following across the board increases to base pay:

Retroactively increase base pay by 1% effective July 1, 2021.

3. COVID-19 Bonus:

- a. In recognition and appreciation of the work performed by unit members during the pandemic, the City will remit a one-time payment to each member of the bargaining unit in the amount of three thousand (\$3,000.00) dollars payable in the payroll following funding of this MOA by City Council. This shall be paid to any member who is an active employee as of the date of funding by the City Council and the following former unit members Wedson Tiburtino, Jeffrey Gosselin, and Jeffrey Kilby, who will receive the full payment described herein along with all other eligible members of the bargaining unit.

4. Work Week, Work Hours & Overtime

- a. Amend section 1 of Article VI such that the regular work week shall consist of forty (40) hours and the regular workday shall consist of eight (8) hours, and increase unit members base pay accordingly to reflect one additional hour worked each work day at their regular rate of pay.
- b. Amend section 2 of Article VI to reflect the 40-hour work week and 8-hour workday.

5. Holidays

- a. Effective July 1, 2020, modify section 1 of Article VII to add:
 - i. Juneteenth (celebrated each year on June 19th) to the list of paid holidays.

6. Reservation of Rights

- a. The City expressly reserves its right to assert that future negotiations with the Union will be for a new collective bargaining agreement and that any term contained in the 2016-2019 collective bargaining agreement is null and void and inapplicable to negotiations for a new collective bargaining agreement unless such term or condition is explicitly agreed to by the City and Union.
- b. The Union expressly reserves the right to assert that all terms and conditions contained in the 2016-2019 collective bargaining agreement remain in full force and effect unless the Union and the City agree otherwise.

Housekeeping

1. Wages

- a. Correct section 5(a) of Article V to clarify that "the City agrees to the sick leave buy back of sixty (60) unused sick days..."

2. Vacation

- a. Delete subsection D(b) of Article VIII, as it is superseded by section E.
- b. Correct the last sentence of section E to state "with a maximum not to exceed an additional eight (8) days."

This Agreement is subject to ratification by the Fall River Environmental Police Officers Association, Local 491, and full funding by the City Council.

Signed and Agreed to this _____ day of March, 2022.

Paul Coogan
Mayor Paul Coogan

Date: 7/7/2022

William Medeiros 7/02/22
President
Fall River Environmental Police Officers
MCOP Local 491
Date:



City of Fall River
Massachusetts
Office of the Mayor

PAUL E. COOGAN
Mayor

RECEIVED

2022 AUG 11 A 11:13

CITY CLERK _____
FALL RIVER, MA

August 11, 2022

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

Madam President and Members of the Honorable Council,

Please find the Tax Increment Finance Agreement Amendment by and between the City of Fall River, Blount Fine Food Corp. and Blount Realty, Inc for your consideration.

Thank you in advance for your consideration with this request.

Sincerely,

Paul E. Coogan
Mayor

PC/amos

City of Fall River, *In City Council*

//

RESOLUTION OF LOCAL GOVERNING BODY APPROVING THE FILING OF AN AMENDED TAX INCREMENT FINANCING AGREEMENT FOR BLOUNT FINE FOODS CORPORATION AS PART OF A PREVIOUSLY APPROVED TAX INCREMENT FINANCING AGREEMENT AND ECONOMIC DEVELOPMENT INCENTIVE PROGRAM APPLICATION FOR SECUREMENT OF MASSACHUSETTS INVESTMENT TAX CREDIT AWARDS AS APPROVED BY THE MASSACHUSETTS ECONOMIC ASSISTANCE COORDINATING COUNCIL

WHEREAS, on February 15, 2015, the City of Fall River, Blount Fine Foods Corp. and Blount Realty, Inc. executed a Tax Increment Financing Agreement for the construction of a 50,000 square foot expansion at a site adjacent to the existing location on land owned Blount Realty, Inc. resulting in the investment of approximately \$10 million dollars, the retention of three hundred and four (304) and the creation of seventy-five (75) new permanent full time jobs and twenty five (25) seasonal jobs; and

WHEREAS, the 2015 Tax Increment Financing granted to Blount Fine Foods was in accordance with Massachusetts General Laws Chapter 23A, Section 3A - 3F, Chapter 40, Section 59, Section 5, Clause 51, and the applicable regulations thereto, as more fully described in the 2015 TIF; and

WHEREAS, Blount Fine Foods and Blount Realty have satisfied and continue to satisfy their obligations under the 2015 TIF, and now propose to Amend the existing 2015 Tax Increment Financing Agreement so as to accommodate an additional expansion on their property by investing \$65 million for the construction of a 39,000 square foot addition which will result in the creation of seventy (70) new full time jobs within seven (7) years and the retention of nine hundred (900) full time jobs; and

WHEREAS, the previously approved Tax Incentive Certified Project and the Tax Increment Financing Agreement Amendment is located at 630 Currant Road, Parcel Z-03-0066, Fall River Massachusetts, which is within the boundaries of the gateway municipality of Fall River, and

WHEREAS, the City of Fall River Tax Increment Financing Board approved the proposed Tax Increment Financing Agreement Amendment on August 3, 2022, and

WHEREAS, the approval of the Tax Increment Financing Agreement Amendment by and Between the City of Fall River, Blount Fine Foods Corporation and Blount Realty, Inc. is in accordance with the above referenced laws, rules and regulations of the Commonwealth of Massachusetts and is hereby accepted by the City Council, now therefore

BE IT RESOLVED that the City Council of Fall River approves the Tax Increment Financing Agreement Amendment as part of the approval process necessitated the by the Massachusetts Economic Assistance Coordinating Council and forwards said Amended Agreement to the Massachusetts Economic Assistance Coordinating Council for final project certification, approval and endorsement.

11

TAX INCREMENT FINANCING AGREEMENT AMENDMENT

BY AND BETWEEN
THE CITY OF FALL RIVER
AND
BLOUNT FINE FOODS CORP.
AND
BLOUNT REALTY, INC.

This Agreement made this day of August, 2022, by and between the **CITY OF FALL RIVER**, a municipal corporation duly organized under the laws of the Commonwealth of Massachusetts, acting through its Tax Increment Financing Board, having a principal place of business at One Government Center, Fall River, Massachusetts, 02722, (hereinafter called the "CITY"), and **BLOUNT FINE FOODS CORP.** a corporation with a principal place of business at 630 Currant Road, Fall River, Massachusetts, 02720 (hereinafter called the "COMPANY"), and **BLOUNT REALTY, INC.**, a corporation with a principal place of business at 630 Currant Road, Fall River, Massachusetts, 02720 (hereinafter called the "LANDLORD") and amends the Tax Incentive Increment Financing Agreement by and between the CITY, the COMPANY and the LANDLORD dated February 25, 2015 (hereinafter the "2015 TIF"). This Agreement shall take effect immediately upon final approval by the Massachusetts Economic Assistance Coordinating Council on , 2020.

Whereas, the CITY, the COMPANY, and the LANDLORD executed the 2015 TIF on February 25, 2015, and pursuant to the 2015 TIF, the COMPANY, a family-owned manufacturer and distributor of frozen and refrigerated premium soups and side for retail and foodservice under the Blount, Panera Bread, Legal Sea Foods, and private label brands, distributed throughout the United States agreed to develop a 50,000 square foot expansion in Fall River at a site adjacent to its current location, on land owned by the LANDLORD (hereinafter "the FACILITY") resulting in the investment of approximately \$10 Million and the retention of three hundred and four (304) permanent full-time jobs and the creation and retention of seventy-five (75) new permanent full-time jobs and twenty-five (25) seasonal jobs, as more fully described in the 2015 TIF; and

Whereas, the CITY agreed to grant a Tax Increment Financing Exemption to the COMPANY in accordance with Massachusetts General Laws Chapter 23A, Section 3A to 3F, Chapter 40, Section 59, and Chapter 59, Section 5, Clause 51, and the applicable regulations thereto, as more fully described in the 2015 TIF; and

Whereas, the COMPANY and the LANDLORD have satisfied and continue to satisfy their obligations under the 2015 TIF, and now propose to develop and further expansion on the property that will consist of a \$65 million 39,000 s/f expansion and create and retain an additional 70 new jobs within 7 years; and

Whereas, the CITY, the COMPANY and the LANDLORD would like to amend the 2015 TIF;

Now, Therefore, in consideration of good and valuable consideration, the receipt and sufficiency of which is acknowledged, the CITY the COMPANY and the LANDLORD agree to amend the 2015 TIF as follows:

1. Section B.1 of the 2015 TIF shall be amended by striking the words:

The exemption schedule is as follows:

<i>Term</i>	<i>Exemption</i>	<i>Taxes Due</i>
Years 1 -12	60%	40%

and replace it with the following:

Fiscal Year	Exemption on 2015 Investment	Exemption on 2022 Investment
FY2017	60%	
FY2018	60%	
FY2019	60%	
FY2020	60%	
FY2021	60%	
FY2022	60%	
FY2023	60%	60%
FY2024	60%	60%
FY2025	60%	60%
FY2026	60%	60%
FY2027	60%	60%
FY2028	60%	60%
FY2029	0%	60%
FY2030	0%	60%
FY2031	0%	60%
FY2032	0%	60%
FY2033	0%	60%
FY2034	0%	60%
FY2035	0%	60%

2015 TIF AGREEMENT AMENDMENT

CITY OF FALL RIVER, BLOUNT FINE FOODS, CORP. & BLOUNT REALTY, INC.

PAGE 3 OF 3

11

2. The first paragraph of Section B.2 shall be stricken in its entirety and replaced with the following:

If the CITY determines after a hearing before, and determination from, the CITY's Tax Increment Financing Board, that the COMPANY has failed to meet or maintain its employment goals, including its obligation to retain 950 permanent full-time existing jobs, and create seventy (70) permanent full-time jobs within seven (7) years of the date the CITY issues the COMPANY a Certificate of Occupancy for the proposed \$65 million 39,000 s/f expansion, the Tax Increment Financing Exemption pertaining to real property and personal property tax exemptions shall be revoked.

3. The CITY and the COMPANY hereby ratify all other provisions of the 2015 TIF not expressly amended herein.

SIGNATURES FOLLOW ON NEXT PAGE

2015 TIF AGREEMENT AMENDMENT
CITY OF FALL RIVER, BLOUNT FINE FOODS, CORP. & BLOUNT REALTY, INC.
PAGE 4 OF 3

Executed as a sealed instrument on the date and year first set forth above.

TAX INCREMENT FINANCING BOARD,
CITY OF FALL RIVER

BLOUNT FINE FOODS CORP

Paul Coogan
Mayor and Chairman

Name

Date

Title

Date

Approved as to form & manner of execution:

BLOUNT REALTY, INC

Alan Rumsey, Esq.
Corporation Counsel

Name

Date

Title

Date



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

12
A-2

PAUL E. COOGAN
Mayor

RECEIVED

2022 AUG 11 A 11:13

CITY CLERK _____
FALL RIVER, MA

August 11, 2022

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

Madam President and Members of the Honorable Council,

Please find the list of Grant Awards, which the City of Fall River has been notified of, for your consideration.

Thank you in advance for your consideration with this request.

Sincerely,

Paul E. Coogan
Paul E. Coogan
Mayor

PC/amos

12
A.2

GRANTS FOR CITY COUNCIL APPROVAL, AUGUST 16, 2022

Grant Name	State/Federal/Other Funding Source	Duration	Amount	Grant Director	Purpose
Mass Trails	MA DCR	07/12/2022-06/30/2023	\$268,132	Dan Aguiar	This grant will extend the Quequechan River Rail Trail from its current terminus (439 Marine St.) to the FR/Westport line – approximately 550 feet.
Lead Pipe Inventory & Public Engagement Demo	U.S. EPA	Upon execution-09/30/2024	\$100,000	Paul Ferland	The project will: increase public awareness of lead in drinking water, develop a sustainable solution/system to ID lead service lines, & verify existing lead services in the City's inventory.
Dam Repair: Design & Permit	MA EOEEA	Upon execution-06/30/2024	\$148,500	Paul Ferland	The grant will fund final design work & submittal of permits for repair of Sawdy Pond Dam to improve the condition of the dam.
Municipal Vulnerability Preparedness Action Grant	MA EOEEA	Upon execution-06/30/2023	\$379,875	Paul Ferland	This grant will fund sediment sampling & development of nature-based solutions to mitigate effects from nutrient pollution in the South Watuppa Pond.
Municipal Vulnerability Preparedness Action Grant	MA EOEEA	Upon execution-06/30/2024	\$1,163,000	Paul Ferland	The grant will identify, evaluate, & provide concepts to improve CSO infrastructure & operations to mitigate the effects from climate-driven flooding.

Mass Trails – 20% local match required; CPC funds

LPIPE – no match required; Fall River is an expected recipient – funding not yet awarded

Dam Repair – 25% local match required

MVP (So. Watuppa Pond) – 25% local match required

MVP (CSO) – 25% local match required

City of Fall River, *In City Council*

12a

ORDER:

The City of Fall River was awarded a grant through MA EOEEA, Department of Conservation and Recreation in the amount of \$268,132 with a duration from July 12, 2022 through June 30, 2023. This grant will be used to extend the Quequechan River Rail Trail from its current terminus (439 Martine St.) to the Fall River/Westport line – approximately 550 feet.

NOW, THEREFORE, BE IT VOTED BY THE CITY COUNCIL: That the Mayor be and is hereby authorized in the name of the City of Fall River to accept and expend a Grant through MA EOEEA, Department of Conservation and Recreation in the amount of \$268,132 for the extension of the Quequechan River Rail Trail;

BE IT FURTHER VOTED: That the Mayor, on behalf of the City of Fall River, be and hereby is, authorized to execute any and all documents necessary in connection with said grant from the MA EOEEA, including the expenditure thereof.

ORDER:

The City of Fall River is an expected recipient of a grant through the U.S. Environmental Protection Agency in the amount of \$100,000 with a duration from the date of contract execution through September 30, 2024. This grant will be used to increase public awareness of lead in drinking water, develop a sustainable solution/system to identify lead service lines, and verify existing lead services in the city's inventory.

NOW, THEREFORE, BE IT VOTED BY THE CITY COUNCIL: That the Mayor be and is hereby authorized in the name of the City of Fall River to accept and expend a Grant through U.S. Environmental Protection Agency in the amount of \$100,000 for the lead pipe inventory and public engagement program;

BE IT FURTHER VOTED: That the Mayor, on behalf of the City of Fall River, be and hereby is, authorized to execute any and all documents necessary in connection with said grant from the U.S. Environmental Protection Agency, including the expenditure thereof.

City of Fall River, *In City Council*

12C

ORDER:

The City of Fall River was awarded a grant through MA EOEEA in the amount of \$148,500 with a duration from the date of contract execution through June 30, 2024. This grant will be used to fund final design work and submittal of permits for repair of Sawdy Pond Dam to improve the condition of the dam.

NOW, THEREFORE, BE IT VOTED BY THE CITY COUNCIL: That the Mayor be and is hereby authorized in the name of the City of Fall River to accept and expend a Grant through MA EOEEA in the amount of \$148,500 for the final design and submittal of permits for the Sawdy Pond Dam repair project;

BE IT FURTHER VOTED: That the Mayor, on behalf of the City of Fall River, be and hereby is, authorized to execute any and all documents necessary in connection with said grant from the MA EOEEA, including the expenditure thereof.

City of Fall River, *In City Council*

12 d

ORDER:

The City of Fall River was awarded a grant through MA EOEEA in the amount of \$379,875 with a duration from the date of contract execution through June 30, 2023. This grant will be used to fund sediment sampling and development of nature-based solutions to mitigate effects from nutrient pollution in the South Watuppa Pond.

NOW, THEREFORE, BE IT VOTED BY THE CITY COUNCIL: That the Mayor be and is hereby authorized in the name of the City of Fall River to accept and expend a Grant through MA EOEEA in the amount of \$379,875 for sediment sampling and development of solutions to mitigate the effects of nutrient pollution in the South Watuppa Pond;

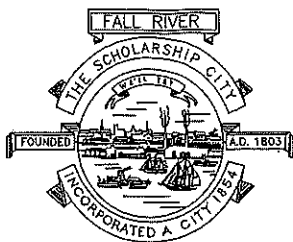
BE IT FURTHER VOTED: That the Mayor, on behalf of the City of Fall River, be and hereby is, authorized to execute any and all documents necessary in connection with said grant from the MA EOEEA, including the expenditure thereof.

ORDER:

The City of Fall River was awarded a grant through MA EOEEA in the amount of \$1,163,000 with a duration from the date of contract execution through June 30, 2024. This grant will be used to identify, evaluate, and provide concepts to improve Combined Sewer Overflows infrastructure and operations to mitigate the effects from climate-driven flooding.

NOW, THEREFORE, BE IT VOTED BY THE CITY COUNCIL: That the Mayor be and is hereby authorized in the name of the City of Fall River to accept and expend a Grant through MA EOEEA in the amount of \$1,163,000 to improve Combined Sewer Overflows infrastructure and operations to mitigate the effects from climate-driven flooding;

BE IT FURTHER VOTED: That the Mayor, on behalf of the City of Fall River, be and hereby is, authorized to execute any and all documents necessary in connection with said grant from the MA EOEEA, including the expenditure thereof.



CITY OF FALL RIVER, MASSACHUSETTS

BOARD OF ELECTION COMMISSIONERS

ONE GOVERNMENT CENTER

TEL. 508-324-2630

13

RECEIVED

2022 JUL 20 A 10:17

20 July 2022

CITY CLERK _____
FALL RIVER, MA

Pam Laliberte-Lebeau, Council President
Honorable Members of the City Council
One Government Center
Fall River, MA. 02722

Dear City Councilors,

The Board of Elections is requesting the attached list of locations be designated as polling precincts for the **State Primary Election** being held on **Tuesday, September 6, 2022** and the **General Election** being held on **Tuesday, November 8, 2022**. The Elections are for the office of:

Governor
Lieutenant Governor
Attorney General
Secretary of the Commonwealth
Treasurer
Auditor
U.S. Representative in Congress
Governor's Councillor
Senator in the General Court
Representative in the General Court
District Attorney
Sheriff
County Commissioner

In addition, several referendum questions will appear on the ballot in November. The polls will open at 7:00 A.M. and close at 8:00 P.M.

Sincerely,

Ryan Lyons, Chairman
Board of Elections

City of Fall River, *In City Council*

13

ORDERED, that the following places be and the same are hereby designated as polling places for the State Primary Election to be held on Tuesday, September 6, 2022 and the State Election to be held on Tuesday, November 8, 2022. The polls to be opened from 7:00 AM to 8:00 PM, and all polling places shall be used.

List of Wards, Precincts and Polling Places

Ward	Prnct	Polling Place Name	Polling Place Address
1	A	ALFRED LETOURNEAU SCHOOL	323 ANTHONY ST
	B	EDWARD F. DOOLAN APTS	CORNER OF LAUREL & MITCHELL DR
	C	ALFRED LETOURNEAU SCHOOL	323 ANTHONY ST
2	A	BLESSED TRINITY CHURCH	1340 PLYMOUTH AVE (ENTRANCE ON WINTHROP ST)
	B	BLESSED TRINITY CHURCH	1340 PLYMOUTH AVE (ENTRANCE ON WINTHROP ST)
	C	CANDEIAS-NIAGARA FIRE STA	CORNER PLYMOUTH AVE & WARREN ST
3	A	MITCHELL APARTMENTS	2100 SOUTH MAIN ST
	B	CARLTON M VIVEIROS SCHOOL	200 LEWIS ST
	C	MATTHEW J KUSS MIDDLE SCH	ENTRANCE ON SHAW ST
4	A	FRANK B. OLIVEIRA APTS	170 WILLIAM ST
	B	JAMES A. O'BRIEN APTS	MORGAN & SECOND STS
	C	THE ATRIUM AT GOV'T CTR	ENTRANCE ON SULLIVAN DR
5	A	CANDEIAS-NIAGARA FIRE STA	CORNER PLYMOUTH AVE & WARREN ST
	B	CHOR BISHOP EID APTS	33 QUEQUECHAN ST
	C	MARY L. FONSECA SCHOOL	160 WALL ST
6	A	FRANCIS J. BARRESI HTS	1863 PLEASANT ST
	B	GEORGE H. COTTELL HTS	1685 PLEASANT ST
	C	RENEY/EASTWOOD FIRE STA	400 EASTERN AVE
7	A	UNION UNITED METH CHURCH	600 HIGHLAND AVE
	B	THE ATRIUM AT GOV'T CTR	ENTRANCE ON SULLIVAN DR
	C	RAYMOND D. HOLMES APTS	ENTRANCE ON FULTON ST
8	A	MARY L. FONSECA SCHOOL	160 WALL ST
	B	CARDINAL MEDEIROS TOWERS	1197 ROBESON ST (ENTRANCE ON STANLEY ST)
	C	SPENCER BORDEN SCHOOL	ENTRANCE ON CHESTNUT ST
9	A	JAMES TANSEY SCHOOL	711 RAY ST
	B	CALVARY TEMPLE ASSEM OF G	4321 NORTH MAIN ST
	C	CALVARY TEMPLE ASSEM OF G	4321 NORTH MAIN ST

Total Number of Polling Places: 27
No. Pages of Printed: 1

*** End of Report ***



CITY OF FALL RIVER, MASSACHUSETTS

BOARD OF ELECTION COMMISSIONERS
ONE GOVERNMENT CENTER
TEL. 508-324-2630

14

RECEIVED

2022 JUL 28 P 3:08

CITY CLERK _____
FALL RIVER, MA

27 July 2022

Pam Laliberte-Lebeau, Council President
Honorable Members of the City Council
One Government Center
Fall River, MA. 02722

Dear Honorable Councilors,

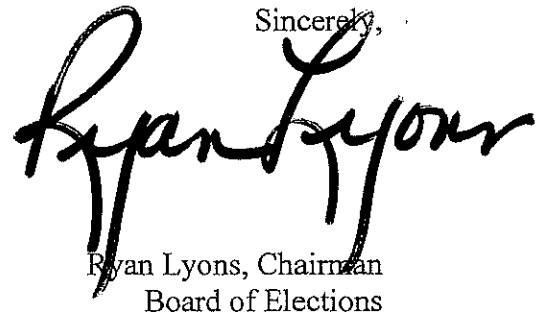
In accordance with the new provisions of the VOTES Act, which Governor Baker signed into law on June 22, 2022, the City Council is now the designating authority for police officer assignments at polling precincts on Election Day.

In years past, the assignment of police officers was the responsibility of the Chief of Police once a request was submitted by the Chairman of the Board of Elections. I've informed Chief Gauvin of the recent change in the law and the requisite number of officers that will be needed for Election Day. The city currently has twenty-seven (27) voting precincts and one officer must be assigned to each precinct for security reasons. In addition, one (1) officer is assigned to my office for the duration of the day and several officers are needed to deliver Absentee Ballots to the precincts and pick up the memory flash drives at the close of polls.

As recommended by Secretary Galvin's office, I respectfully request that the City Council authorize the Chief of Police in-conjunction with the Chairman of the Board of Elections to detail a sufficient number of police officers for Election Day.

The Commonwealth will be holding two elections this year. The Primary Election will be held on Tuesday, September 6th and the General Election on Tuesday, November 8th.

Sincerely,


Ryan Lyons, Chairman
Board of Elections

City of Fall River, *In City Council*

14

ORDERED, that the City Council hereby authorizes the Chief of Police, in conjunction with the Chairman of the Board of Elections, to detail a sufficient number of police officers, at the polling locations at every election to preserve order and to protect the election officers and supervisors from any interference with their duties and to aid in enforcing the laws relating to elections, as required by Section 72 of MGL Chapter 54, which was changed in section 13 of Chapter 92 of the Acts of 2022.



**City of Fall River
Massachusetts
Community Preservation Committee**

15

RECEIVED

2022 JUL 14 A 9:55

JOHN BRANDT
Chairman

CITY CLERK
KRISTEN SANTANA OLIVEIRA
Vice-Chairman

July 12, 2022

Ms. Pam Laliberte-Lebeau, President
Fall River City Council
One Government Center
Fall River, MA 02721

Dear Council President Laliberty-Lebeau:

The Community Preservation Committee (CPC) is requesting to be placed on the August 16, 2022, Finance agenda.

As Fall River celebrates its 10th year since adopting the Community Preservation Act, the CPC has funded close to 100 projects in the City. The Community Preservation Act is a smart growth tool that helps communities around the state preserve open space and historic sites, create affordable housing, and develop outdoor recreational facilities.

The hard work of this Committee has made a real difference in improving Fall River's parks, restoring and preserving its historic resources, protecting precious open spaces, and creating more affordable housing.

As part of our 10-year anniversary, the CPC Committee would like the opportunity to present updates to the City Council highlighting our accomplishments.

Sincerely,

John Brandt, Chair
Fall River Community Preservation Committee



**CITY OF FALL RIVER
MASSACHUSETTS**

Traffic & Parking Division

Paul E. Coogan
Mayor

LAURA FERREIRA
Parking Clerk

July 22, 2022

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

RECEIVED
2022 JUL 26 P 3:35
CITY CLERK
FALL RIVER, MA

Honorable Council Members:

At a meeting of the Traffic Board Commission held on Wednesday, June 15, 2022 the following request met all the guidelines, requirements and was approved by the Traffic Commission Board.

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

Article: 70 **Parking Prohibited at all times**
Section: 371

By inserting in proper alphabetical order the following.

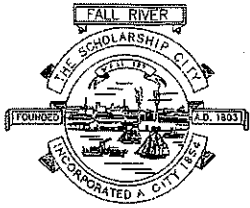
INSERT

Name of Street	Side	Location
Green Street	West	Starting at point of 235 feet north of Central Street for a distance of 50 feet north.

Very truly yours,

Laura Ferreira
Parking Clerk

CF



**CITY OF FALL RIVER
MASSACHUSETTS**

Traffic & Parking Division

16

Paul E. Coogan
Mayor

LAURA FERREIRA
Director of Traffic & Parking

August 2, 2022

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

RECEIVED
2022 AUG - 3 A 10:22
CITY CLERK
FALL RIVER, MA

Honorable Council Members:

At a meeting of the Traffic Board Commission held on Wednesday, July 20, 2022 the following request met all the guidelines, requirements and was approved by the Traffic Commission Board.

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

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

By inserting in proper alphabetical order the following:

INSERT

Name of Street	Side	Location
Baylies Street	north	Starting at a point 85 feet west of North Main Street for a distance of 20 feet west.

Dennis Parks
192 Baylies Street
Fall River MA 02720

Very truly yours,

Laura Ferreira
Director of Traffic & Parking

08



**CITY OF FALL RIVER
MASSACHUSETTS**

Traffic & Parking Division

16

Paul E. Coogan
Mayor

LAURA FERREIRA
Director of Traffic & Parking

August 2, 2022

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

RECEIVED
2022 AUG -3 A 10:22
CITY CLERK
FALL RIVER, MA

Honorable Council Members:

At a meeting of the Traffic Board Commission held on Wednesday, July 20, 2022 the following request met all the guidelines, requirements and was approved by the Traffic Commission Board.

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

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

By inserting in proper alphabetical order the following:

INSERT

Name of Street	Side	Location
Boutwell Street	West	Starting at a point 140 feet east of Alden Street for a distance of 20 feet east.

Edilania David Gomez
75 Boutwell Street
Fall River MA 02723

Very truly yours,

Laura Ferreira
Director of Traffic & Parking

OK



**CITY OF FALL RIVER
MASSACHUSETTS**

Traffic & Parking Division

16

Paul E. Coogan
Mayor

LAURA FERREIRA
Director of Traffic & Parking

August 2, 2022

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

RECEIVED
2022 AUG - 3 A 10:25
CITY CLERK
FALL RIVER, MA

Honorable Council Members:

At a meeting of the Traffic Board Commission held on Wednesday, July 20, 2022, the following request met all the guidelines, requirements and was approved by the Traffic Commission Board.

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

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

By inserting in proper alphabetical order the following:

INSERT

Name of Street	Side	Location
Brownell Street	South	Starting at a point 419 feet west of Davol Street for a distance of 40 feet west.

Very truly yours,


Laura Ferreira
Director of Traffic & Parking

27



**CITY OF FALL RIVER
MASSACHUSETTS**

Traffic & Parking Division

Paul E. Coogan
Mayor

RECEIVED
LAURA FERREIRA

Director of Traffic & Parking
2022 AUG -3 A 10:57

August 3, 2022

CITY CLERK
FALL RIVER, MA

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

Honorable Council Members:

At a meeting of the Traffic Board Commission held on Wednesday, July 20, 2022 the following request met all the guidelines, requirements and was approved by the Traffic Commission Board.

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

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

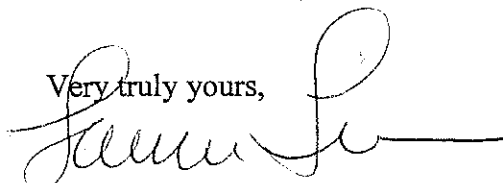
By inserting in proper alphabetical order the following:

INSERT

Name of Street	Side	Location
Holden Street	North	Starting at a point 170 feet west of Fielden Street for a distance of 20 feet west.

Justin Codega
76 Holden Street
Fall River MA 02723

Very truly yours,


Laura Ferreira
Director of Traffic & Parking



**CITY OF FALL RIVER
MASSACHUSETTS**

Traffic & Parking Division

16

Paul E. Coogan
Mayor

LAURA FERREIRA
Director of Traffic & Parking

August 2, 2022

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

RECEIVED
2022 AUG - 3 A 10:22
CITY CLERK
FALL RIVER, MA

Honorable Council Members:

At a meeting of the Traffic Board Commission held on Wednesday, July 20, 2022 the following request met all the guidelines, requirements and was approved by the Traffic Commission Board.

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

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

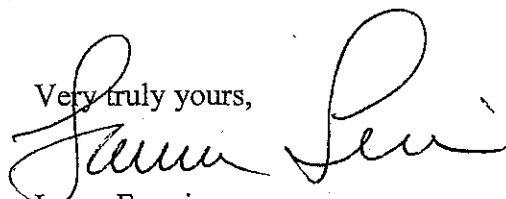
By inserting in proper alphabetical order the following:

INSERT

Name of Street	Side	Location
Hudson Street	North	Starting at a point 20 feet east of Ray Street for a distance of 20 feet east.

Michael Comeau
106 Hudodn Street
Fall River MA 02720

Very truly yours,


Laura Ferreira
Director of Traffic & Parking

CF



**CITY OF FALL RIVER
MASSACHUSETTS**

Traffic & Parking Division

16

Paul E. Coogan
Mayor

LAURA FERREIRA
Director of Traffic & Parking

August 2, 2022

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

RECEIVED
2022 AUG - 3 A 10:22
CITY CLERK
FALL RIVER, MA

Honorable Council Members:

At a meeting of the Traffic Board Commission held on Wednesday, July 20, 2022 the following request met all the guidelines, requirements and was approved by the Traffic Commission Board.

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

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

By inserting in proper alphabetical order the following:

INSERT

Name of Street	Side	Location
North Underwood Street	West	Starting at a point 136 feet south of Narragansett Street for a distance of 20 feet south.

Margarita Arenas Melendez
544 No Underwood Street
Fall River MA 02720

Very truly yours,

Laura Ferreira
Director of Traffic & Parking

OK



**CITY OF FALL RIVER
MASSACHUSETTS**

Traffic & Parking Division

16

Paul E. Coogan
Mayor

LAURA FERREIRA
Director of Traffic & Parking

August 2, 2022

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

RECEIVED
2022 AUG - 3 A 10:20
CITY CLERK
FALL RIVER, MA

Honorable Council Members:

At a meeting of the Traffic Board Commission held on Wednesday, July 20, 2022, the following request met all the guidelines, requirements and was approved by the Traffic Commission Board.

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

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

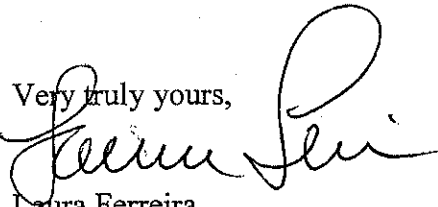
By inserting in proper alphabetical order the following:

INSERT

Name of Street	Side	Location
Pine Street	North	Starting at a point 104 feet east of North Main Street for a distance of 20 feet east.

Maria Odete Andre
241 Pine Street
Fall River MA 02721

Very truly yours,


Laura Ferreira
Director of Traffic & Parking

OK



**CITY OF FALL RIVER
MASSACHUSETTS**

Traffic & Parking Division

Paul E. Coogan
Mayor

LAURA FERREIRA
Director of Traffic & Parking

August 2, 2022

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

Honorable Council Members:

At a meeting of the Traffic Board Commission held on Wednesday, July 20, 2022 the following request met all the guidelines, requirements and was approved by the Traffic Commission Board.

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

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

By inserting in proper alphabetical order the following:

INSERT

<u>Name of Street</u>	<u>Side</u>	<u>Location</u>
Remington <u>Street</u> Ave.	West	Starting at a point 45 feet north of Brownell Street for a distance of 20 feet north.

Very truly yours,


Laura Ferreira
Director of Traffic & Parking

RECEIVED
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CITY CLERK
FALL RIVER, MA



**CITY OF FALL RIVER
MASSACHUSETTS**

Traffic & Parking Division

16

Paul E. Coogan
Mayor

LAURA FERREIRA
Director of Traffic & Parking

July 27, 2022

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

Honorable Council Members:

At a meeting of the Traffic Board Commission held on Wednesday, July 20, 2022 the following request was heard and approved by the Traffic Commission.

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

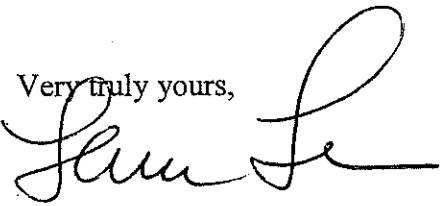
Article: 70
Section: 387 **Handicapped Parking**

By striking out in proper alphabetical order the following.

Name of Street	Side	Location
Bowen Street	West	Starting at a point 201 feet north of Pokross Street for a distance of 20 feet north.

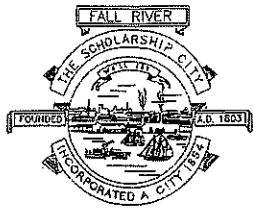
Miguelina Lorenzo
351 Sunset Hill
Fall River MA 02724

Very truly yours,


Laura Ferreira
Director of Traffic & Parking

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FALL RIVER, MA

OK



**CITY OF FALL RIVER
MASSACHUSETTS**

Traffic & Parking Division

16

Paul E. Coogan
Mayor

LAURA FERREIRA
Director of Traffic & Parking

July 27, 2022

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

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2022 AUG - 3 A 10:23
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FALL RIVER, MA

Honorable Council Members:

At a meeting of the Traffic Board Commission held on Wednesday, July 20, 2022 the following request was heard and approved by the Traffic Commission.

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

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

By striking out in proper alphabetical order the following.

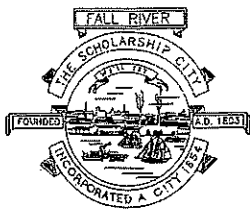
Name of Street	Side	Location
Bradford Avenue	North	Starting at a point 95 feet east of Bay Street for a distance of 20 feet east.

Joann Wampler
16 Bradford Ave
Fall River MA 02721

Very truly yours,

Laura Ferreira
Director of Traffic & Parking

OK



**CITY OF FALL RIVER
MASSACHUSETTS**

Traffic & Parking Division

16

Paul E. Coogan
Mayor

LAURA FERREIRA
Director of Traffic & Parking

July 27, 2022

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

Honorable Council Members:

At a meeting of the Traffic Board Commission held on Wednesday, July 20, 2022 the following request was heard and approved by the Traffic Commission.

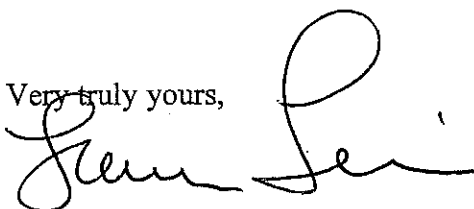
That Chapter 70 of Revised Ordinances be amended in the following Section:

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

By striking out in proper alphabetical order the following.

Name of Street	Side	Location
Charles Street	North	Starting at a point 112 feet west of King Street For distance of 20 Feet west.

William Rego
558 Charles Street
Fall River MA 02724

Very truly yours,


Laura Ferreira
Director of Traffic & Parking

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FALL RIVER, MA





**CITY OF FALL RIVER
MASSACHUSETTS**

Traffic & Parking Division

16

Paul E. Coogan
Mayor

LAURA FERREIRA
Director of Traffic & Parking

July 27, 2022

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

Honorable Council Members:

At a meeting of the Traffic Board Commission held on Wednesday, July 20, 2022 the following request was heard and approved by the Traffic Commission.

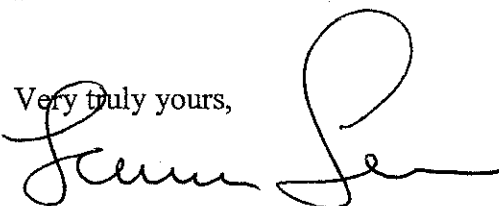
That Chapter 70 of Revised Ordinances be amended in the following Section:

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

By striking out in proper alphabetical order the following.

Name of Street	Side	Location
County Street	North	Starting at a point 102 feet west of Goss Street For distance of 20 Feet west.

Antonio Jimenez
456 County Street
Fall River MA 02723

Very truly yours,


Laura Ferreira
Director of Traffic & Parking

One Government Center Fall River, MA 02722
TEL: (508) 324-2123 FAX (508) 324-2578 EMAIL Lferreira@fallriverma.org

CA

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**CITY OF FALL RIVER
MASSACHUSETTS**

Traffic & Parking Division

16

Paul E. Coogan
Mayor

LAURA FERREIRA
Director of Traffic & Parking

July 27, 2022

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

Honorable Council Members:

At a meeting of the Traffic Board Commission held on Wednesday, July 20, 2022 the following request was heard and approved by the Traffic Commission.

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

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

By striking out in proper alphabetical order the following.

Name of Street	Side	Location
Eastern Avenue	East	Starting at a point 452 feet south of Horton Street for a distance of 20 feet south.

Jessalyn Ebbesen
685 Eastern Avenue
Fall River MA 02722

Very truly yours,

Laura Ferreira
Director of Traffic & Parking

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FALL RIVER, MA

OK



**CITY OF FALL RIVER
MASSACHUSETTS**

Traffic & Parking Division

16

Paul E. Coogan
Mayor

LAURA FERREIRA
Director of Traffic & Parking

July 27, 2022

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

RECEIVED
2022 AUG - 3 A 10:23
CITY CLERK
FALL RIVER, MA

Honorable Council Members:

At a meeting of the Traffic Board Commission held on Wednesday, July 20, 2022 the following request was heard and approved by the Traffic Commission.

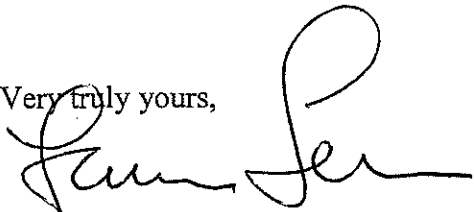
That Chapter 70 of Revised Ordinances be amended in the following Section:

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

By striking out in proper alphabetical order the following.

Name of Street	Side	Location
Globe Street	North	Starting at a point 266 feet west of Chase Street For distance of 20 Feet west.

Juliana O'Brien
212 Globe Street
Fall River MA 02724

Very truly yours,


Laura Ferreira
Director of Traffic & Parking

AX



**CITY OF FALL RIVER
MASSACHUSETTS**

Traffic & Parking Division

16

Paul E. Coogan
Mayor

LAURA FERREIRA
Director of Traffic & Parking

July 27, 2022

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

RECEIVED
2022 AUG - 3 A 10:23
CITY CLERK
FALL RIVER, MA

Honorable Council Members:

At a meeting of the Traffic Board Commission held on Wednesday, July 20, 2022 the following request was heard and approved by the Traffic Commission.

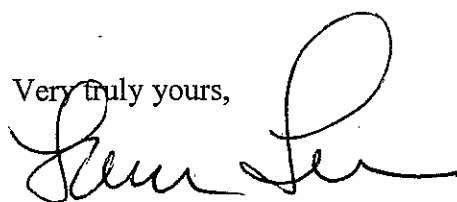
That Chapter 70 of Revised Ordinances be amended in the following Section:

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

By striking out in proper alphabetical order the following.

Name of Street	Side	Location
Harrison Street	West	Starting at a point 88 feet south of Canonicus Street for a distance of 20 feet south.

Justino Garrafa
83 Harrison Street
Fall River MA 02723

Very truly yours,


Laura Ferreira
Director of Traffic & Parking

CA



**CITY OF FALL RIVER
MASSACHUSETTS**

Traffic & Parking Division

16

Paul E. Coogan
Mayor

LAURA FERREIRA
Director of Traffic & Parking

July 27, 2022

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

Honorable Council Members:

At a meeting of the Traffic Board Commission held on Wednesday, July 20, 2022 the following request was heard and approved by the Traffic Commission.

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

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

By striking out in proper alphabetical order the following.

Name of Street	Side	Location
Irving Street	West	Starting at a point 73 feet north of Pleasant Street for a distance of 20 feet north.

Maria Teves
1858 Pleasant Street
Fall River MA 02723

Very truly yours,

Laura Ferreira
Director of Traffic & Parking

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CITY CLERK
FALL RIVER, MA



**CITY OF FALL RIVER
MASSACHUSETTS**

Traffic & Parking Division

16

Paul E. Coogan
Mayor

LAURA FERREIRA
Director of Traffic & Parking

July 27, 2022

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

Honorable Council Members:

At a meeting of the Traffic Board Commission held on Wednesday, July 20, 2022 the following request was heard and approved by the Traffic Commission.

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

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

By striking out in proper alphabetical order the following.

Name of Street	Side	Location
North Underwood	West	Starting at a point 110 feet north of Langley Street for a distance of 20 feet north.

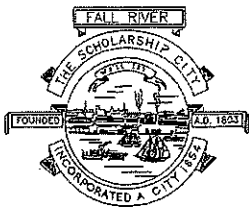
Jennifer Lynn
760 North Underwood Street
Fall River MA 02720

Very truly yours,

Laura Ferreira
Director of Traffic & Parking

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2022 AUG - 3 A 10: 23
CITY CLERK
FALL RIVER, MA

OK



**CITY OF FALL RIVER
MASSACHUSETTS**

Traffic & Parking Division

16

Paul E. Coogan
Mayor

LAURA FERREIRA
Director of Traffic & Parking

July 27, 2022

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

Honorable Council Members:

At a meeting of the Traffic Board Commission held on Wednesday, July 20, 2022, the following request was heard and approved by the Traffic Commission.

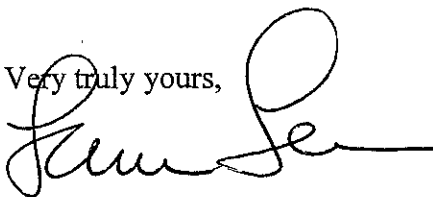
That Chapter 70 of Revised Ordinances be amended in the following Section:

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

By striking out in proper alphabetical order the following.

Name of Street	Side	Location
Pokross Street	North	Starting at a point 347 feet east of Bay Street

Maria Mercado
136 Sunset Hill
Fall River MA 02724

Very truly yours,


Laura Ferreira
Director of Traffic & Parking

09

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CITY CLERK
FALL RIVER, MA

16



**CITY OF FALL RIVER
MASSACHUSETTS**

Traffic & Parking Division

Paul E. Coogan
Mayor

LAURA FERREIRA
Director of Traffic & Parking

July 27, 2022

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

Honorable Council Members:

At a meeting of the Traffic Board Commission held on Wednesday, July 20, 2022 the following request was heard and approved by the Traffic Commission.

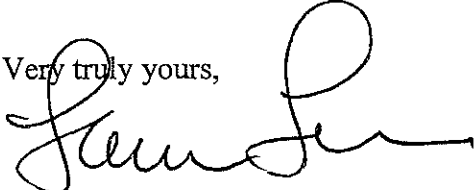
That Chapter 70 of Revised Ordinances be amended in the following Section:

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

By striking out in proper alphabetical order the following.

Name of Street	Side	Location
Sprague Street	South	Starting at a point 266 feet east of South Beach Street For distance of 20 Feet Easterly.

Rosemarie Burns
373 Sprague Street
Fall River MA 02724

Very truly yours,

Laura Ferreira
Director of Traffic & Parking

CS

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FALL RIVER, MA



**CITY OF FALL RIVER
MASSACHUSETTS**

Traffic & Parking Division

Paul E. Coogan
Mayor

LAURA FERREIRA
Director of Traffic & Parking

July 27, 2022

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

Honorable Council Members:

At a meeting of the Traffic Board Commission held on Wednesday, July 20, 2022 the following request was heard and approved by the Traffic Commission.

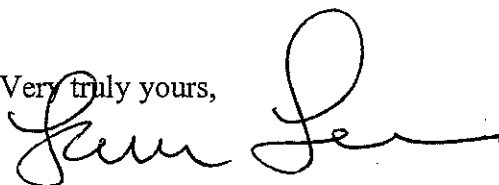
That Chapter 70 of Revised Ordinances be amended in the following Section:

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

By striking out in proper alphabetical order the following.

Name of Street	Side	Location
Tecumseh Street	South	Starting at a point 423 feet west of Rodman Street For distance of 25 Feet west.

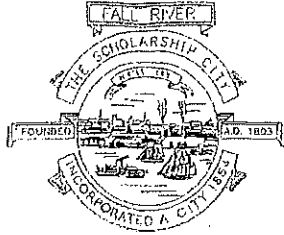
Susan Cordeiro
457 Tecumseh Street
Fall River MA 02723

Very truly yours,


Laura Ferreira
Director of Traffic & Parking

OK

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CITY CLERK
FALL RIVER, MA



City of Fall River
Massachusetts
Fire Department Headquarters
Office of the Fire Chief

17

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2022 AUG -4 A 9:19

PAUL E. COOGAN
Mayor

ROGER ST. MARTIN
FALL RIVER, MA

August 3, 2022

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

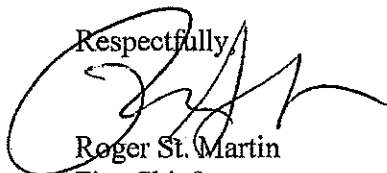
Dear Honorable Council Members:

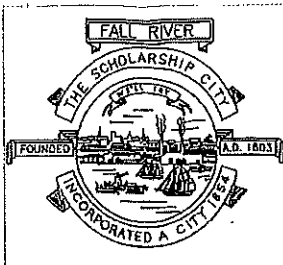
Please see attached Summary of Inquiry. I was informed of the off duty actions of a member of the Fall River Fire Department EMS Division. EMT Luke Farrell, who while in route to work at FRFD EMS on 7/20/22 observed a motorcyclist lying in the left lane of I195 Westbound. EMT Farrell pulled over and assessed the motorcyclist. EMT Farrell realized there were severe injuries to the motorcyclist's legs. EMT Farrell fabricated a makeshift tourniquet out of a nylon stocking given to him by an onlooker and applied it to one of the patient's lower extremities. EMT Farrell then used a piece of metal to act as a windlass to stem the flow of blood.

Upon arrival of a Mass State Police Trooper, EMT Farrell then applied a manufactured CAT tourniquet to the other extremity. Westport EMS arrived on scene a few minutes later and EMT Farrell assisted with patient treatment prior to transport to the hospital. EMT Farrell's actions which in the opinion of the Director of Trauma at Rhode Island Hospital were potentially life-saving interventions.

I commend EMT Farrell for his actions while off duty. I was sure the Honorable City Council would be interested in the lifesaving actions of one of its city employees.

Respectfully,


Roger St. Martin
Fire Chief



17

City of Fall River
Massachusetts
Fire Department Headquarters
Emergency Medical Services

PAUL E. COOGAN
Mayor

ROGER ST. MARTIN
Fire Chief
Lieutenant William T. Lonardo
Professional Standards

25 July 2022

Re: 22-0005-CO

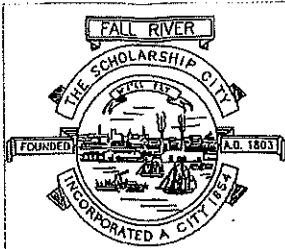
Summary of Inquiry

On Wednesday 20 July 2022, this investigator was asked by Fire Chief Roger St. Martin to determine the credibility of reports that a Fall River Fire Department / Division of Emergency Medical Services' member of service had stopped at a motorcycle accident on Route 195 West Bound on the morning of July 20th, while off-duty, and rendered potentially life-saving intervention to the operator of the motorcycle. That member of service was identified as Technician Luke Farrell, who was appointed to the department as a full-time EMT-Basic on 21 November 2021.

This investigator contacted the Massachusetts State Police, Dartmouth Barracks via telephone and spoke with one of the troopers, Trooper Oliveira, who responded to the incident involved in this matter. Trooper Oliveira indicated that, at some point prior to his arrival, Technician Farrell had applied a make-shift tourniquet to one of the patient's lower extremities, and subsequently applied a second tourniquet to the other lower extremity which was retrieved from a state police cruiser. Trooper Oliveira unequivocally confirmed the identity of the individual who placed the tourniquet as Technician Luke Farrell.

On Thursday, 21 July 2022, this investigator also spoke (via voicemail) with Chief Brian R. Legendre of the Westport Fire Department, who also confirmed that Technician Farrell did indeed place a tourniquet on the injured motorcyclist at the aforementioned accident. In addition, Chief Legendre indicated that the facts as reported, were documented in the patient care report reflecting the encounter.

Chief Legendre reported that the intention of Westport Firefighter/Paramedics was to transport the patient to Rhode Island Hospital. However, due to airway issues, the crew diverted to St. Anne's Hospital. After brief stabilization, the patient was subsequently transported to Rhode Island Hospital.



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

PAUL E. COOGAN
Mayor

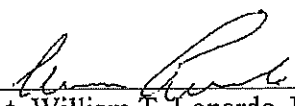
ROGER ST. MARTIN
Fire Chief
Lieutenant William T. Lonardo
Professional Standards

Nie Bohlen, R.N, the Director of Trauma, Burn & Children's Surgery Verification at Rhode Island Hospital and Hasbro Children's Hospital was contracted via telephone on Friday 22 July 2022, regarding the impact of the interventions provided to the injured motorcyclist, principally, the application of tourniquets to the patient's lower extremities.

Ms. Bohlen indicated that the "decision to apply the tourniquet was a good one for the patient." ¹ Additionally, Ms. Bohlen indicated that the "Pt[.] did arrive in shock so application of the tourniquet was a good intervention." ²

Thus, in conclusion, I can therefore say with confidence that the facts as presented in this document do support the strong credibility of the report that Technician Farrell did indeed provide potentially life-saving intervention to the injured motorcyclist on the morning of Wednesday 20 July 2022.

Respectfully submitted,



Lt. William T. Lonardo, NRP, EMS I/C, CP-C
Professional Standards

¹ Email from Nie Bohlen sent to this investigator. (July 22, 2022).

² See *id.*

CITY OF FALL RIVER

18

To the City Council

Councillors:

The Committee on Ordinances and Legislation, at a meeting held on August 9, 2022, voted unanimously to recommend the accompanying proposed ordinance, accompanied by an emergency preamble, be passed through first reading, second reading, passed to be enrolled and passed to be ordained, with Councilors Bradford L. Kilby and Andrew J. Raposo absent and not voting.


Clerk of Committees

EMERGENCY PREAMBLE

WHEREAS, the immediate passage of the accompanying proposed ordinance is deemed necessary inasmuch as it vitally affects the health and safety of the public, now therefore

BE IT RESOLVED, that said ordinance is hereby deemed an emergency measure in accordance with the provisions of Section 2-9(b) of the City Charter.

City of Fall River, *In City Council*

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

That Chapter 70 of the Code of the City of Fall River, Massachusetts, 2018, which chapter relates to traffic be amended as follows:

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

Name of Street	Side	Location
Bank Street	North	Starting at a point 98 feet east of Linden Street, for a distance of 20 feet easterly
Buffinton Street	North	Starting at a point 228 feet east of Carver Street, for a distance of 20 feet easterly
Crawford Street	East	Starting at a point 6 feet south of Larouche Street, for a distance of 20 feet southerly
Forest Street	East	Starting at a point of 198 feet south of Park Street, for a distance of 20 feet southerly
Oliver Street	North	Starting at a point 125 feet east of South Beach Street, for a distance of 20 feet easterly
Pear Street	West	Starting at a point 135 feet north of Walnut Street, for a distance of 20 feet northerly
Sprague Street	South	Starting at a point 152 feet west of Broadway, for a distance of 20 feet westerly
Terrace Street	East	Starting at a point 31 feet north of Buffinton Street, for a distance of 20 feet northerly

CITY OF FALL RIVER

19

To the City Council

Councillors:

The Committee on Ordinances and Legislation, at a meeting held on August 9, 2022, voted unanimously to recommend the accompanying proposed ordinance, accompanied by an emergency preamble, be passed through first reading, second reading, passed to be enrolled and passed to be ordained, as amended, with Councilors Bradford L. Kilby and Andrew J. Raposo absent and not voting.

Cullen A. Taylor
Clerk of Committees

EMERGENCY PREAMBLE

WHEREAS, the immediate passage of the accompanying proposed ordinance is deemed necessary inasmuch as it vitally affects the health and safety of the public, now therefore

BE IT RESOLVED, that said ordinance is hereby deemed an emergency measure in accordance with the provisions of Section 2-9(b) of the City Charter.

City of Fall River, *In City Council*

19

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

That Chapter 70 of the Code of the City of Fall River, Massachusetts, 2018, which chapter relates to traffic be amended as follows:

By inserting in Section 70-371, which section relates to parking prohibited at all times, the following:

Name of Street	Side	Location
Atlantic Boulevard	West	From Pembroke Street northerly for a distance of 1,625 feet

CITY OF FALL RIVER

20

To the City Council

Councillors:

The Committee on Ordinances and Legislation, at a meeting held on August 9, 2022, voted unanimously to recommend that the accompanying proposed ordinance be passed through first reading, as amended, with Councilors Bradford L. Kilby and Andrew J. Raposo absent and not voting.

Colleen A. Taylor
Clerk of Committees

City of Fall River, In City Council

20

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

That Chapter 70 of the Code of the City of Fall River, Massachusetts, 2018, which chapter relates to traffic be amended as follows:

Section 1.

By inserting in Section 70-371, which section relates to parking prohibited at all times, the following:

Name of Street	Side	Location
Crescent Street	East	Starting at a point 44 feet south of Bliss Street, for a distance of 74 feet southerly

Section 2.

By inserting in Section 70-376, which section relates to two-hour parking, the following:

Name of Street	Side	Location	Hours/Days
Rodman Street	West	Starting at a point 32 feet south of Brayton Avenue, for a distance of 37 feet southerly	9:00 a.m. to 5:00 p.m. Tuesday through Saturday

Section 3.

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

Name of Street	Side	Location
Choate Street	West	Starting at a point 181 feet north of Alden Street, for a distance of 20 feet northerly
Grant Street	West	Starting at a point 80 feet north of William Street, for a distance of 20 feet northerly
Hargraves Street	South	Starting at a point 28 feet east of Quarry Street, for a distance of 20 feet easterly
North Seventh Street	West	Starting at a point 43 feet south of Franklin Street, for a distance of 20 feet southerly
Washington Street	West	Starting at a point 27 feet north of William Street, for a distance of 20 feet northerly

CITY OF FALL RIVER

21

To the City Council

Councillors:

The Committee on

Ordinances and Legislation, at a meeting held on August 9, 2022, voted unanimously to recommend that the accompanying proposed resolution be granted leave to withdraw, with Councilors Bradford L. Kilby and Andrew J. Raposo absent and not voting.

Cullen A. Taylor
Clerk of Committees

City of Fall River, *In City Council*

21

(Councilor Linda M. Pereira)
(President Pam Laliberte-Lebeau)

WHEREAS, as the weather improves there seems to be an increase in unregistered motorbikes traveling on city streets, and

WHEREAS, many operators of these vehicles are unlicensed, and

WHEREAS, this situation is causing a severe public safety problem, now therefore

BE IT RESOLVED, that the Committee on Ordinance and Legislation convene with the Chief of Police to discuss this matter.

In City Council, April 12, 2022
Adopted, as amended.

A true copy. Attest:

Alison M. Bouchard

City Clerk

CITY OF FALL RIVER

22

To the City Council

Councillors:

The Committee on

Ordinances and Legislation, at a meeting held on August 9, 2022, voted unanimously to recommend that the accompanying proposed resolution be granted leave to withdraw, with Councilors Bradford L. Kilby and Andrew J. Raposo absent and not voting.


Cullen A. Taylor
Clerk of Committees

City of Fall River, *In City Council*

22

(Councilor Stephen R. Long)

WHEREAS, the City Council adopted a resolution on June 12, 2018 requesting that stipends outside of ordinance, state law or collective bargaining agreements cannot be granted to any employee without prior approval of the City Council, now therefore

BE IT RESOLVED, that the Committee on Ordinances and Legislation meet to discuss the drafting of an ordinance requiring any stipend above \$2,000 be sent to the City Council as an ordinance for approval.

In City Council, July 12, 2018

Adopted.

A true copy. Attest:

Alison M. Bouchard

City Clerk

CITY OF FALL RIVER

23

To the City Council

Councillors:

The Committee on

Ordinances and Legislation, at a meeting held on August 9, 2022, voted unanimously to recommend that the accompanying proposed resolution be granted leave to withdraw, with Councilors Bradford L. Kilby and Andrew J. Raposo absent and not voting.


Clerk of Committees

City of Fall River, *In City Council*

23

(Councilor Shawn E. Cadime)

WHEREAS, Collective Bargaining Agreements are presented to the City Council for funding approval, and

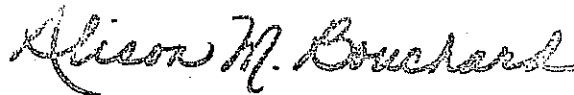
WHEREAS, it is difficult to vote on said agreements without a complete cost analysis, now therefore

BE IT RESOLVED, that the Committee on Ordinances and Legislation convene to establish an ordinance that would require any and all collective bargaining agreements that are forwarded to the City Council for approval, must include the total cost for all language within the proposed contract for the term of said agreement and also the total cost for year one of said contract, and

BE IT FURTHER RESOLVED, that a requirement be instituted that any negotiation of union contracts include the Director of Finance in order to ensure financial affordability and sustainability.

In City Council, March 5, 2019
Adopted, 6 yeas, 3 nays

A true copy. Attest:



City Clerk

City of Fall River, *In City Council*

24

(Councilor Linda M. Pereira)

WHEREAS, complaints have been received regarding odors emanating from the Wastewater Treatment Plant, and

WHEREAS, these odors prevent residents from enjoying their outdoor space, and

WHEREAS, some equipment at the Wastewater Treatment Plant is past its useful life, now therefore

BE IT RESOLVED, that the Committee on Health and Environmental Affairs convene with the Administrator of Community Utilities to discuss this matter.

Filed: 8-5-22

City of Fall River, In City Council

25

(Councilor Linda M. Pereira)

WHEREAS, the American Rescue Plan Act (ARPA) allows for front-line City employees who worked through the COVID-19 pandemic to receive "premium pay" under federal guidelines, and

WHEREAS, the Administration is in the process of determining and calculating this "premium pay", now therefore

BE IT RESOLVED, that the Committee on Finance convene with the Administration to discuss the timeline for the distribution of these funds.

Filed: 8-10-22

City of Fall River, *In City Council*

26

(Councilor Linda M. Pereira)

WHEREAS, ice skating is a winter sport that is enjoyed by many residents, and

WHEREAS, the weather is not always cooperative with maintaining ice for long periods of time, and

WHEREAS, many youths and families enjoy this winter outdoor sport, now therefore

BE IT RESOLVED, that the Administration appropriate \$325,000 of the Bristol County ARPA Funds to install a community ice skating rink at Kennedy Park.

Filed: 8-10-22

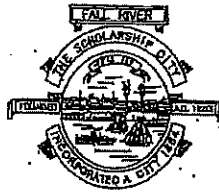
ORDERED, that in accordance with provisions of law, notice is hereby given that meetings of the citizens qualified to vote at a State Primary Election will be held on Tuesday, September 6, 2022 in the several voting places designated by the Council, to cast their votes for the candidates of political parties for the following offices:

Governor
Lieutenant Governor
Attorney General
Secretary of the Commonwealth
Treasurer
Auditor
U.S. Representative in Congress
Governor's Councillor
Senator in the General Court
Representative in the General Court
District Attorney
Sheriff
County Commissioner

BE IT FURTHER ORDERED, that the Election Commission be and they are hereby authorized and empowered to cause all necessary rooms, fixtures, apparatus and supplies for the holding of the State Primary Election to be prepared and furnished for the same, the use of same to be charged to the appropriation for elections.

Polls to be opened from seven o'clock A.M. to eight o'clock P.M. and all voting precincts to be used.

36



RECEIVED

2022 JUL 18 A 10:19

City of Fall River
Notice of Claim

CITY CLERK 22-58
FALL RIVER, MA

1. Claimant's name: JDM & SONS, INC.
2. Claimant's complete address: 317 MIDDLE ROAD ACUSHNET, MA 02743
3. Telephone number: Home: N/A Work: (508) 567-9472
4. Nature of claim: (e.g., auto accident, slip and fall on public way or property damage):
AUTO ACCIDENT
5. Date and time of accident: 1/27/2022 9:00AM Amount of damages claimed: \$
6. Exact location of the incident: (include as much detail as possible):
AT THE BOTTOM OF SIAD STREET LEADING INTO BAY STREET
7. Circumstances of the incident: (attach additional pages if necessary):
FALL RIVER POLICE DEPARTMENTS VEHICLE WAS HEADED WEST
ON SIAD STREET HEADED TOWARDS BAY STREET WHEN
THEY STRUCK JDM & SONS INC. DEAD CENTER OF THE TRUCK.
PLEASE SEE ATTACHED PHOTOS.
8. Have you submitted a claim to any insurance company for damages arising from this incident? If so, name and address of insurance company: ☐ Yes ☒ No

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

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

Date: 2/4/2022

Claimant's signature: [Signature]

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

Return this from to: City Clerk, 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 ☒ Police Date: 2/18/22



BOTELHO
LAW GROUP

BOTELHO LAW GROUP
ATTORNEYS AND COUNSELORS AT LAW
901 EASTERN AVE., SUITE 2
FALL RIVER, MA 02723
PHONE: (888) 269-0688
FACSIMILE: (877) 475-8147

RECEIVED

2022 JUL 21 A 11:02

CITY CLERK 22-59
FALL RIVER, MA

Office of the City Clerk
One Government Center
Room 227,
Fall River, MA 02722

Date: July 19, 2022
Via: Certified Mail, Return Receipt Requested

Dear Sir or Madam:

This is to notify you that Rick Brown of 65 Barre Street, #1 Fall River Massachusetts, was injured as a result of a defect upon a public sidewalk and intends to hold the city liable for injuries and damages to the extent permitted by M.G.L. c. 84, § 15. I represent Mr., Brown in connection with this matter. This notice is being provided pursuant to M.G.L. c. 84, § 18 and §19.

TIME: July 15, 2022, at about 08:32 A.M.


PLACE: On the portion of the street in front of 123 Fifth Street, Fall River, MA.

CAUSE: The defect consisted of a partially filled circular hole in the street, a.k.a. a "pothole". Mr. Brown stepped into the pothole which he estimates as more than a foot deep. The street was defective, in a dangerous condition and out of repair, and the injuries were caused as a result thereof.

I have also completed the City of Fall River's standard form for claims and enclosed it herewith. I expect to provide additional information concerning the defect and Mr. Brown's medical expenses.

Thank you for your attention to this matter.

Very truly yours,


Alexander Cloherty



36

RECEIVED

City of Fall River
Notice of Claim

2022 JUL 22 A 11:31

1. Claimant's name: Kerri Ayash CITY CLERK 22-60
2. Claimant's complete address: 100 Gardner's Neck Road FALL RIVER, MA 02869
3. Telephone number: Home: 774-309-1473 Work: 508-324-2530
4. Nature of claim: (e.g., auto accident, slip and fall on public way or property damage):

5. Date and time of accident: 7-19-22 Amount of damages claimed: \$ 324.19
6. Exact location of the incident: (include as much detail as possible):
replace right front complete strut.
7. Circumstances of the incident: (attach additional pages if necessary):
Driving down Dyer Street, hit pothole heard
loud noise knew something "broke"

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.

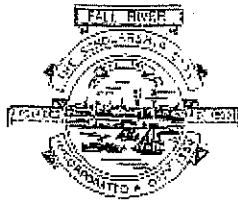
Date: 7/22/22 Claimant's signature: Kerri Ayash

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 ☒ DPW Date: 7.22.2022



36

City of Fall River
Notice of Claim

RECEIVED

2022 JUL 25 A 11:37

1. Claimant's name: D'Alessandro Corp. 22-61
2. Claimant's complete address: 254 Pleasant St. West Bridgewater, MA
3. Telephone number: Office: 508-559-0400 Cell Work: 781-812-5982 02379
→ Julie D'Alessandro
4. Nature of claim: (e.g., auto accident, slip and fall on public way or property damage):
Damage to vehicle due to misplaced manhole cover on main road.
5. Date and time of accident: 06/13/22 @ 5:00 AM Amount of damages claimed: \$1,470.95
* see attached quote
6. Exact location of the incident: (include as much detail as possible):
431 Davol St. Fall River, MA (AKIA MA-138)
7. Circumstances of the incident: (attach additional pages if necessary): *Picture 1 & 2 attached
Traveling North on Davol St. / MA-138 @ approx. 5:00am
vehicle operator was in the right lane. The manhole
cover in the street came in contact with the tires,
popped off and flew 200+/- feet down the street. Vehicle
running board (left side) broken completely off.
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: July 19, 2022

Claimant's signature: [Signature]

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

Return this from to : City Clerk, 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: 7/26/2022

*please contact for additional pictures - Business card to be sent v.a email included.



36

City of Fall River
Notice of Claim

RECEIVED

2022 AUG -2 P 1:29

1. Claimant's name: Nicole C. Pontes
2. Claimant's complete address: 67 Boutwell St. Apt # 22-62
FALL RIVER, MA
3. Telephone numbers: Home: (401) 347-8293 Work: -
4. Nature of claim: (e.g., auto accident, slip and fall on public way or property damage):
Vehicle accident, damage to control arm & 2 sway bar links
5. Date and time of accident: Week of 7-4-22 Amount of damages claimed: \$ 300.-
6. Exact location of the incident: (include as much detail as possible):
F.R. Water Cap. Quequechan St & Lebanon St.
7. Circumstances of the incident: (attach additional pages if necessary):
Driving at night ran over Fall River water cap. it went around with my tire & fell out. My car's tire/wheel made a knocking noise after. I brought it to my mechanic, put it on a lift & showed me the damage it did.
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: 7-28-22

Claimant's signature: [Signature]

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

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

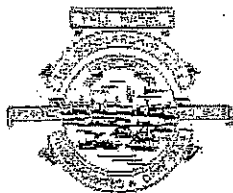
You should consult with your own attorney in preparing this claim form to understand your legal rights. The Office of the Corporation Counsel is unable to provide legal assistance to private citizens.

For official use only:

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

☒ DCM Date: 8-2-22

36



RECEIVED

City of Fall River
Notice of Claim

2022 AUG -5 A 11: 20

CITY CLERK #22-64
FALL RIVER, MA

1. Claimant's name: Theresa Da Silva
2. Claimant's complete address: 976 North Main St Fall River Mass
3. Telephone number: Home: 508-673-2123 Work: 08720
4. Nature of claim: (e.g., auto accident, slip and fall on public way or property damage): across from sidewalk damaged on third st between parking garage
5. Date and time of accident: Aug 3rd 10:30am Amount of damages claimed: \$
6. Exact location of the incident: (include as much detail as possible): Location on the Lizzy Medical Bld side toward the end near
7. Circumstances of the incident: (attach additional pages if necessary): when when the other street is, (pass the opening off the drive way of the parking lot) Pictures of my face, hands are taken. I tried my best on taking them, Now the hands is all black + blue and the face is still hurts
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: 8/5/2022Claimant's signature: Theresa Da Silva

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 ☒ DPWDate: 8/5/2022

BRIAN R. CUNHA, ESQ.**
NELIA CAMARA DESTEFANO, ESQ.**

HONEY POLNER, ESQ., R.N.
KAREN A. ALEGRIA, ESQ.**
SHARON D. SYBEL, ESQ.**

**MEMBER MA & RI BAR

BRIAN CUNHA
& ASSOCIATES

311 PINE STREET
FALL RIVER, MASSACHUSETTS 02720
(508) 675-9500
FAX: (508) 679-6360

WEBSITE: www.briancunha.com
brian@briancunha.com
nel@briancunha.com
karen@briancunha.com
sharon@briancunha.com
honey@briancunha.com

August 5, 2022

NOTICE PURSUANT TO MASSACHUSETTS GENERAL LAWS
ANNOTATED CHAPTER 84

The Honorable Paul Coogan
City of Fall River
One Government Center, Room 619
Fall River, MA 02722
Certified Mail Return No. 7019 0700 0001 6901 2876

RE: Annmarie Boyd
VS: City of Fall River
Personal Injury - July 16, 2022

Dear Sir:

Notice is hereby given to the Corporation Counsel, pursuant to Massachusetts General Laws Annotated Chapter 84, that on July 16, 2022, at approximately 1:00 p.m., Ms. Boyd was caused to injure her left leg while walking in the crosswalk located at the intersection of Quequechan and Lebanon Streets in Fall River, Massachusetts. She sustained her injuries when her foot slipped into an exposed water pipe that was not covered. (See attached photos.)

Ms. Boyd, claims that said incident was directly and proximately caused by the failure of the City of Fall River to maintain a safe and hazardous free premise.

As a result of said incident, Ms. Boyd sustained serious and permanent injuries for which we are making a claim.

Kindly contact our office with regard to an amicable settlement of this matter. Your anticipated courtesy and cooperation is greatly appreciated.

Very truly yours,
BRIAN CUNHA & ASSOCIATES, P.C.

Sharon D. Sybel, Esquire

SDS/mcp

cc: City Clerk
One Government Center, Room 227
Fall River, MA 02722
Certified Mail Return No. 7019 0700 0001 6901 2869

Corporation Counsel
Law Department
One Government Center, Room 627
Fall River, MA 02722
Certified Mail Return No. 7019 0700 0001 6901 2852

RECEIVED
2022 AUG - 8 P 4:46
CITY CLERK
FALL RIVER, MA

✓ City Clerk
✓ Law
✓ City Council
✓ DCU
8/8/22

CITY COUNCIL PUBLIC HEARING

MEETING: Tuesday, July 12, 2022 at 5:55 p.m.
Council Chamber, One Government Center

PRESENT: President Pam Laliberte-Lebeau, presiding;
Councilors Shawn E. Cadime, Michelle M. Dionne, Bradford L. Kilby,
Leo O. Pelletier, Linda M. Pereira, Andrew J. Raposo
and Laura-Jean Washington

ABSENT: Councilor Joseph D. Camara

IN ATTENDANCE: Jonathan Manchester, 398 Canedy Street

The President called the meeting to order at 5:59 p.m. and announced that the meeting may be recorded with audio or video and transmitted through any medium and that the purpose of the hearing was to hear all persons interested and wishing to be heard on the following:

On a motion made by Councilor Bradford L. Kilby and seconded by Councilor Linda M. Pereira, it was unanimously voted that the hearing be opened, with Councilor Joseph D. Camara absent and not voting.

Auto Repair Shop:

Jonathan Manchester, 398 Canedy Street, Fall River, MA d/b/a Manchester Automotive for a license to operate an auto repair shop at 67 Kay Street, on Lot B-21-4, Assessors Plan.

The President asked if there were any proponents to be heard and stated that Jonathan Manchester was present. Mr. Manchester stated that he has been working as a mechanic for the past ten years and would like to open his own business. The President then directed the opponents to be heard and no one came forward. On a motion made by Councilor Andrew J. Raposo and seconded by Councilor Bradford L. Kilby, it was unanimously voted that the hearing be closed, with Councilor Joseph D. Camara absent and not voting.

On a motion made by Councilor Andrew J. Raposo and seconded by Councilor Michelle M. Dionne, it was unanimously voted to adjourn at 6:01 p.m., with Councilor Joseph D. Camara absent and not voting.

List of documents and other exhibits used during the meeting:

Agenda (attached)
DVD of meeting

A true copy. Attest:

Alison M. Bouchard

City Clerk

COMMITTEE ON FINANCE

MEETING: Tuesday, June 15, 2022 at 6:00 p.m.
Council Chamber, One Government Center

PRESENT: President Pam Laliberte-Lebeau, presiding;
Councilors Shawn E. Cadime, Joseph D. Camara,
Michelle M. Dionne, Bradford L. Kilby, Trott Lee,
Leo O. Pelletier, Linda M. Pereira and Andrew J. Raposo

ABSENT: None

IN ATTENDANCE: Seth Thomas Aitken, City Administrator
Bridget Almon, Director of Financial Services
Edward Iacaponi, Consultant
Glenn Hathaway, Director of Code Enforcement
Tess Curran, Director of Health and Human Services
Richard Gonsalves, Chair, Board of Assessors
Paul F. Gauvin, Chief of Police
Roger St. Martin, Fire Chief
Richard Aguiar, Director, Emergency Management Agency
Timothy Oliveira, Director, Emergency Medical Services
Beth Faunce, Deputy Director, Emergency Medical Services

The chair called the meeting to order at 6:01 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.

1. Citizens' Input Time – Before Discussion of Financial Matters:

James Irvine, 1197 Robeson Street, Apt. 309 – Revolving economic major problems
Robert Camara, 127 Gagnon Street – Budget and the law
Nelson Vasquez, 210 Sunset Hill – Accountability
Collin Dias, 560 Ray Street – Accountability

2. Continue discussion of the proposed Fiscal Year 2023 Municipal Budget as follows:

- Community Services

- Inspectional Services; Health and Human Services; Library*

Council President Pam Laliberte-Lebeau asked if there were any questions for Inspectional Services. Councilor Michelle M. Dionne stated that she is aware the City Council cannot increase line items within the budget. She then highlighted that last year \$50,000.00 was transferred from Facilities Maintenance to the demolition account within Inspectional Services. She stated that the demolition account was not increased this year and it is very difficult to address problem properties without sufficient funding in the demolition account. Edward Iacaponi stated that if additional funds are required in this account, a request can be made to the Administration at that time. The current balance in that account is approximately \$53,000.00. He also mentioned that \$15,000.00 will be transferred to both the demolition and

clean up accounts. Councilor Linda M. Pereira asked if Inspectional Services was fully staffed. Glenn Hathaway stated that he recently lost a plumbing inspector to a position at a vocational school with a better benefit package. He then explained that another inspector may be leaving for a better position, and a clerk in Minimum Housing had transferred to another department for a salary increase. He then mentioned that the clerical position should be filled within the next few weeks. Councilor Linda M. Pereira asked whether employees were leaving due to the low salaries paid by the City of Fall River. Glenn Hathaway agreed that is the main reason.

Council President Pam Laliberte-Lebeau asked if there were any questions for Health and Human Services. Tess Curran provided a brief overview of the budget for Health and Human Services, highlighting those positions funded by the City, various grants and the Commonwealth of Massachusetts. Councilor Bradford L. Kilby asked if any of the grant funded positions will cease. Tess Curran provided updated information and stated that some grants that were associated with Covid-19 will be expiring at the end of Fiscal Year 2023. Councilor Linda M. Pereira asked about the vacant part-time positions in Council on Aging. Tess Curran stated that Citizens for Citizens fund those positions and they provide the candidates.

Council President Pam Laliberte-Lebeau asked if there were any questions for the Library. The City Administrator provided a brief overview of the library budget. He stated that there were two part-time positions that became one full-time position as it was too difficult to maintain part-time employees. He also mentioned that the library budget is approximately \$14.00 over the Municipal Appropriation Requirement. Councilor Andrew J. Raposo asked when the bookmobile program will start. The City Administrator stated that the bookmobile is scheduled to be delivered in January.

- Financial Services

Director of Financial Services; Assessors; Auditor; Treasurer/Collector;
Debt Service

Council President Pam Laliberte-Lebeau asked if there were any questions for Financial Services. The Director of Financial Services stated that the budget is basically level funded. Councilor Michelle M. Dionne questioned the amount for other supplies that increased from \$100.00 to \$2,400.00. Bridget Almon stated that the former Director of Financial Services paid for some items personally. Councilor Michelle M. Dionne then stated that the amount for conferences also increased. The Director of Financial Services stated that the former Director of Financial Services paid for her conferences through her personal business. Councilor Joseph D. Camara asked how many conferences the Director of Financial Services would attend during the year. Bridget Almon stated usually three or four per year.

Council President Pam Laliberte-Lebeau asked if there were any questions for Assessors. Richard Gonsalves stated that he read a newspaper article that mentioned how New Bedford is actively recruiting national brands such as Starbucks, Boston Market, Chipotle and Chick-fil-A. He announced that Fall River already has these businesses, which is a great accomplishment. Richard Gonsalves also mentioned that Amazon is paying millions in real estate and personal property taxes. He then stated that the mandated re-evaluation is approximately one third complete. He explained that there are about 9,000 properties in the city and 3,300 have been completed. Richard Gonsalves then described how the City changed from the date from January 1st to June 30th for growth, which would tie into supplemental billing for real estate taxes. This caused last year to have one of the largest growths the City has ever experienced. The amount was \$3,379,723.00 and he acknowledges that part of that amount was due to Amazon. He then highlighted that in the previous six years the average was \$2,156,948.00. Councilor Shawn E. Cadime stated that the City needs to begin hiring for the positions of

Residential Data Lister, so that in the future it will not be necessary to hire an outside company to complete inspections. Councilor Linda M. Pereira stated that there are many property owners that may be eligible for exemptions, but do not realize that such exist. She stated that she would like to see more information distributed explaining the exemptions that are available.

Council President Pam Laliberte-Lebeau asked if there were any questions for Auditors. The Director of Financial Services stated that the positions of Auditor and Assistant Auditor were recently filled, which caused an increase in the budget. She then stated that there will be a need for additional training, as there is a new staff.

Council President Pam Laliberte-Lebeau asked if there were any questions for Treasurer/Collector. The Director of Financial Services stated that a vacant position in the Collector's Office has recently been filled. She then stated that positions that were vacant in the Treasurer's Office have also been filled. She then highlighted that the current balance of unpaid taxes is the lowest since 2010, which is attributed to the Treasurer/Collector who has been working very diligently to accomplish this. Councilor Andrew J. Raposo stated that the budgeted amount in other purchased services was increased and asked for the reason. Edward Iacaponi stated the increase was to have funding available for his consulting services. Councilor Joseph D. Camara asked Edward Iacaponi how much longer he anticipates being needed for consulting. Edward Iacaponi stated that he is unsure as the City has recently filled many vacant positions, which will require additional training. The City Administrator stated that he would anticipate most of the consulting to end by January. The Director of Financial Services stated that she encourages team building and cross training of staff. She then stated that continual training of staff and attending conferences is very important.

Council President Pam Laliberte-Lebeau asked if there were any questions regarding debt service. The Director of Financial Services provided a brief overview of the debt. She stated that next year the City has an outstanding obligation of \$13.9 million dollars. She also highlighted that the total debt is approximately \$398 million dollars and approximately \$39 million dollars in short term debt outstanding. Edward Iacaponi stated that the City will need to explore the long term market in February 2023 for the refunding of bonds that can save the City a tremendous amount of money. Councilor Leo O. Pelletier asked when the debt exclusion amount for B.M.C. Durfee High School will be added to property tax bills. Edward Iacaponi stated that the December 2022 tax bills should reflect that amount.

- Assessments

Pension, State and County Assessments and Reserves

Council President Pam Laliberte-Lebeau asked if there were any questions regarding Pension, State and County Assessments and Reserves. The Director of Financial Services stated that there is a slight increase in retirement contributions as required by the Commonwealth of Massachusetts.

Councilor Michelle M. Dionne stated that she would like to discuss a matter from yesterday's meeting regarding solid waste. She then read a section from the E-Z Disposal Contract which lists 71 businesses that would have solid waste collection. She then stated that currently there are 266 businesses that are receiving solid waste collection, highlighting that solid waste and recycling is being collected at 195 businesses that were not included in the original contract. The City Administrator stated that there are some significant problems with choices that were made with regards to solid waste and recycling. He then stated that the Administration does want to correct this matter, but is looking to do so in a manner that exposes the City as little as

possible to litigation. He then stated that the Trash Committee is reviewing all aspects of the issues with the collection of solid waste and recycling.

Council President Pam Laliberte-Lebeau called for a 15 minute recess at 7:57 p.m.
The Council reconvened at 8:14 p.m.

- Public Safety
Police; Fire; Emergency Management Agency; Emergency Medical Services

Council President Pam Laliberte-Lebeau asked if there were any questions regarding Police. The Chief of Police provided a brief overview of the police budget. He stated that the most important item is manpower and there are currently about 19 vacancies. He then explained that there is an academy of eight candidates that will graduate next week, with 15 candidates taking the physical assessment to hopefully fill the vacancies by next year. He then stated that the department will be completing a five year program to ensure that all officers will have their own portable radio. The Chief of Police also mentioned that the cost of gasoline has increased significantly especially with cruisers running 24 hours per day, 365 days per year. He then stated that the line item in the budget for \$278,000 for the purchase of body worn cameras needs to be deleted, as these will be purchased with ARPA funds. Councilor Leo O. Pelletier stated that with 19 vacant positions the overtime budget must have increased. The Chief of Police stated that the overtime budget goes up exponentially. He then stressed that not only does so many vacant positions put a strain on finances, it also strains the remaining workforce as they are forced to work more hours than usual. Councilor Leo O. Pelletier stated that there was a motor vehicle accident near his residence and the police response took approximately 45 minutes. The Chief of Police stated that the response of calls is based on priority and if there is an injury involved that prioritizes a call over one with no injuries. Councilor Leo O. Pelletier asked how many sectors there are. The Chief of Police stated that there are 12 sectors within the city. Councilor Linda M. Pereira asked how many retirements may happen in fiscal year 2023. This Chief of Police stated that there are four probable retirements and an additional nine that could decide at any time to retire. Councilor Linda M. Pereira stated that since the Police Reform Bill there are fewer individuals considering a career in law enforcement. Councilor Shawn E. Cadime stated that everyone needs to be held accountable for their actions, but the Police Reform Bill that was approved in Massachusetts was not the correct way to address any concerns. The Chief of Police stated that he would like to have more walking beats and bicycle patrols, but the problem is there are not enough officers for these initiatives. Councilor Andrew J. Raposo stated that the Animal Control Budget was approximately \$10,000.00 less than the previous year. He then asked the Chief of Police for an explanation. The Chief of Police stated that after meeting with the head of the department, the needs were less this year.

Council President Pam Laliberte-Lebeau asked if there were any questions regarding Fire. The Fire Chief stated that the budget is effective yet conservative. He stated that some necessary capital needs were funded by the Community Development Agency. Councilor Leo O. Pelletier stated that it is a good thing to finally see upgrades to the Emergency Medical Services positions. He then asked if firefighters work 24 hour shifts. The Fire Chief stated that firefighters work two 24 hour shifts per week, which averages to 42 hour work weeks.

Council President Pam Laliberte-Lebeau asked if there were any questions for the Emergency Management Agency. Councilor Linda M. Pereira stated that the entire agency works great with the Fire Department to support their needs and also provide assistance to the victims of fires.

Council President Pam Laliberte-Lebeau asked if there were any questions for Emergency Medical Services. Councilor Leo O. Pelletier stated that he was glad to see that the members of the Emergency Medical Services were upgraded in the recent contract.

On a motion made by Councilor Shawn E. Cadime and seconded by Councilor Michelle M. Dionne, it was unanimously voted to refer the Fiscal Year 2023 Budget and Emergency Medical Services Enterprise Fund to the full council for action. On a motion made by Councilor Bradford L. Kilby and seconded by Councilor Shawn E. Cadime, it was unanimously voted to adjourn at 9:10 p.m.

List of documents and other exhibits used during the meeting:

Agenda packet (attached)

DVD of meeting

Calvin A. Taylor
Clerk of Committees

COMMITTEE ON FINANCE

MEETING: Tuesday, July 12, 2022 at 6:00 p.m.
Council Chamber, One Government Center

PRESENT: President Pam Laliberte-Lebeau, presiding;
Councilors Shawn E. Cadime, Joseph D. Camara,
Michelle M. Dionne, Bradford L. Kilby, Leo O. Pelletier,
Linda M. Pereira, Andrew J. Raposo and Laura-Jean Washington

ABSENT: None

IN ATTENDANCE: Bridget Almon, Director of Financial Services
Alan J. Rumsey, Corporation Counsel

The chair called the meeting to order at 6:01 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.

1. Citizens' Input Time – Before Discussion of Financial Matters:
Richard Hamilton, 910 Hood Street – Land Property Markers

The City Clerk read a communication received from a city resident, a copy of which is attached hereto and made a part of these minutes.
CJ Ferry, 300 Buffinton Street – ARPA Funds

2. Mayor and order transferring the sum of \$97,392.50 from FY21 Surplus Revenue to Law, Expenses

Corporation Counsel provided a brief overview of the outstanding invoices that require the transfer of funds. He mentioned that there were three significant cases that caused an excessive amount of outside legal support, thereby creating the shortage of funds. Those three cases were as follows:

- *Purchase and Bank Street Streetscapes Project*
- *Macomber Case*
- *Clifford and Kenny, LLP (various human resources cases and union negotiations)*

Corporation Counsel then stated that the lawsuit involving the former Watuppa Heights property and the lawsuit involving the police officer shooting on Airport Road will require extensive outside legal assistance. Councilor Linda M. Pereira asked if it would be more cost effective to hire an additional attorney, instead of hiring outside firms to assist with any extensive legal cases. Corporation Counsel stated that his office has hired two part-time Assistant Corporation Counsels that will handle the everyday public records requests, open meeting law complaints and claims. He then explained that any significant lawsuits requiring an extensive amount of discovery can be very costly to the City. Councilor Michelle M. Dionne asked for the balance of

the account for the Purchase and Bank Street Streetscape Project. Corporation Counsel stated that he believes the balance in that account is zero.

3. Mayor and order transferring the sum of \$180,000 from FY21 Surplus Revenue to Law, Expenses

Councilor Shawn E. Cadime asked if this transfer was for one case. Corporation Counsel stated that this amount is for the settlement for Amaral Bus Company. He then mentioned that the settlement is due to the COVID-19 Pandemic and school being held remotely causing less use of buses.

4. Mayor and order transferring the sum of \$1,300,000 from FY21 Surplus Revenue to the Stabilization Fund

Councilor Michelle M. Dionne asked if there was any specific reason to transfer these funds. The Director of Financial Services stated that the transfer is being requested to increase the Stabilization Fund and not for any specific reason.

Councilor Shawn E. Cadime stated that there are usually more year end transfers needed. He then asked the Director of Financial Services if all the accounts have sufficient funds. The Director of Financial Services stated that all accounts should have sufficient funds to close out the year.

On a motion made by Councilor Andrew J. Raposo and seconded by Councilor Bradford L. Kilby, it was unanimously voted to adjourn at 6:31 p.m.

List of documents and other exhibits used during the meeting:

Agenda packet (attached)

DVD of meeting

Cullen A. Taylor
Clerk of Committees

July 12, 2022

**COMMUNICATION
SUBMITTED
FOR
CITIZENS' INPUT
COMMITTEE ON FINANCE**

43

CJ FERRY, R.N., PHN

July 12, 2022

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

Re: Citizen's Input

Madam President, members of the City Council:

I am writing to enter my support for the resolution that is being presented by City Council Vice-President Michelle Dionne to allocate \$11 million of County ARPA funds for water and sewer projects with an addition request for \$9 million of city ARPA funds.

ARPA funds were awarded to cities and towns for the overall benefit of the city and city residents. While the use of ARPA funds is restricted for tax savings, it is allowed for water and sewer projects and as a matter of fact is a specific criterion in the ARPA program.


Previously, the mayor has stated that he will commit approximately \$8 million for water and sewer projects, this is insufficient. For ARPA money to have an effect on the greatest number of people, the use of these funds will allow for a reduction in operating costs for the water and sewer departments and may relate to a decrease or at least a stabilization of the water and sewer rates.

At a previous city council meeting when questioned why \$20 million could not be allocated for water and sewer projects, I believe that I heard that it was the administration's position that they would prefer to bond the money. Such a bond would increase water and sewer costs and we the people can no longer afford increases in taxes and fees. Further, with the instability of the current financial markets and fluctuating interest rates such a bond could seriously impact the people of Fall River, such a bond might be considered irresponsible.

The previous actions of the majority of this city council have been contrary to the benefits of the taxpayer and has imposed more burdens on the people of Fall River. It is surprising to see some members of the city council vote to increase the burdens on the taxpayer. Supporting Michelle Dionne's resolution would be a strong action to show that the city council truly represents the people and not the administration.

Please remember that you represent the people and so far, this council has not shown any support for the people and have tailored their actions to the whims of the administration.

Respectfully,



CJ Ferry

REGULAR MEETING OF THE CITY COUNCIL

MEETING: Tuesday, June 14, 2022 at 7:00 p.m.
Council Chamber, One Government Center

PRESENT: President Pam Laliberte-Lebeau, presiding;
Councilors Shawn E. Cadime, Joseph D. Camara,
Michelle M. Dionne, Bradford L. Kilby, Leo O. Pelletier
Linda M. Pereira, Andrew J. Raposo, and
Laura-Jean Washington

ABSENT: None

IN ATTENDANCE: Seth Thomas Aitken, City Administrator
Nicholas A. Macolini, Director of Human Resources
Kenneth C. Pacheco, Chief Operating Officer, Fall River Public Schools

President Pam Laliberte-Lebeau called the meeting to order at 10:09 p.m. with a moment of silence followed by a salute to the flag and announced that the meeting may be recorded with audio or video and transmitted through any medium.

PRIORITY MATTERS

On a motion made by Councilor Bradford L. Kilby and seconded by Councilor Linda M. Pereira, it was unanimously voted to take items #1a through 1f together.

1. Mayor and orders to accept and expend the following grants:
 - a. \$220,770 – MassDOT – Local Bottleneck Reduction Program
 - b. \$30,000 – Last Call Foundation – Health, Safety and Welfare of Firefighters
 - c. \$121,750 – MA EOEEA – Drinking Water Supply Protection
 - d. \$110,752 – MA DPH – Mass in Motion Municipal Wellness and Leadership Initiative
 - e. \$46,500 – MassDOT – Shared Streets Equipment
 - f. \$49,900 – MassDOT – Shared Streets Equipment

On a motion made by Councilor Bradford L. Kilby and seconded by Councilor Michelle M. Dionne, it was unanimously voted to adopt the orders.

Approved, June 15, 2022, Paul E. Coogan, Mayor

2. Mayor and resolution accepting the Drinking Water Supply Protection Grant and order for the acquisition of 2450 Indian Town Road

On a motion made by Councilor Linda M. Pereira and seconded by Councilor Laura-Jean Washington, it was unanimously voted to adopt the resolution and order.

Approved, June 15, 2022, Paul E. Coogan, Mayor

On a motion made by Councilor Michelle M. Dionne and seconded by Councilor Linda M. Pereira, it was unanimously voted to take items #3a through 3d together.

3. Mayor and Memorandums of Agreement for the following Collective Bargaining Units:
 - a. AFSCME Council 93, Local 3177
 - b. AFSCME Council 93, Local 1202
 - c. Fall River Police Superior Officer's Association, Local 1844
 - d. Labor Advantage for Workers, Local 124

A motion was made by Councilor Michelle M. Dionne and seconded by Councilor Leo O. Pelletier to refer the matter to the Committee on Finance. On a further motion made by Councilor Shawn E. Cadime and seconded by Councilor Andrew J. Raposo, it was unanimously voted to waive the rules to allow City Administrator Seth Aitken to answer questions.

Councilor Dionne expressed that she was looking to understand the reference to a new wage scale in the AFSCME Council 93, Local 1202 Agreement as well as the impact of employees' ability to now request a reclassification of their position, as outlined in the new collective bargaining agreement.

Councilors also discussed the merits of either referring the orders to the Committee on Finance or whether to vote on the orders at this meeting. In the end, the motion to refer the items to the Committee on Finance failed to carry, 4 yeas, 5 nays, with Councilors Shawn E. Cadime, Michelle M. Dionne, Andrew J. Raposo and Council President Pam Laliberte-Lebeau voting in the affirmative.

The City Administrator provided fiscal impact statements to the City Council for these collective bargaining agreements. Three of the four unions will have increases of 1.5 %, 1% and 1.5% for Fiscal Years 2022, 2023, and 2024, respectively, and include overtime as well as retroactive pay through the balance of the current Fiscal Year. The AFSCME Council 93, Local 1202 Agreement, which represents employees of the Emergency Medical Services (EMS) Division, will not include retroactive pay. The City Administrator explained that the sources of funding for these contracts could be from ARPA Loss Revenue, Free Cash or the Stabilization Fund. Mr. Aitken also explained that if the matter is referred to the Committee on Finance, there would be no loss of retroactive pay for City employees. The AFSCME Council 93, Local 1202 union will not be receiving a cost of living (COLA) increase for the first year of their contract but in the second and third years they will receive the COLA. He further explained that the EMS salaries are being raised closer to the salaries of firefighters as an incentive for employees not to move to surrounding communities with lower call volume and higher salaries.

Director of Human Resources Nicholas A. Macolini explained that the reclassification provision applies to the two AFSCME unions and that employees requesting a reclassification would make the request to him. If the reclassification were approved, it would not be effective until the next fiscal year.

Council President Pam Laliberte-Lebeau asked if Juneteenth was an additional holiday and the Director of Human Resources stated that it was federally mandated and since the holiday was on a Sunday, City Hall was closed on Monday. The Council President relinquished the podium to Vice President Michelle M. Dionne at 10:42 p.m. and asked about the reduction in the monthly parking fee and where City employees park their cars. The City Administrator explained that the City has two parking lots. Mr. Macolini stated that the parking fee was previously \$45 a month, then it was lowered to \$35, and with the new contract it will be lowered to \$20 a month. Council President Pam Laliberte-Lebeau returned to the podium at 10:47 p.m.

Councilor Shawn E. Cadime asked whether the Administration would approve requests for reclassification. Mr. Aitken explained that the salary ordinance that was recently submitted to the Ordinance Committee is the Administration's attempt to increase salaries and allow for a living wage for City employees. Councilor Andrew J. Raposo asked if the City Administrator were to deny the request, would there be an appeals process and Mr. Aitken said there would

not be an appeals process. On an even further motion made by Councilor Linda M. Pereira and seconded by Councilor Bradford L. Kilby, it was voted 9 yeas to adopt the orders.
Approved, June 15, 2022, Paul E. Coogan, Mayor

4. Mayor and order for request from the Fall River Public Schools Facilities and Operations Department re: contracts for the Operation and Management of the School Food Service Program and the HVAC Maintenance and Controls Support Services
On a motion made by Councilor Michelle M. Dionne and seconded by Councilor Andrew J. Raposo, it was voted to waive the rules to allow Kenneth C. Pacheco, Chief Operating Officer for the Fall River Public Schools, to address the Council, with Councilor Joseph D. Camara voting in the negative. Mr. Pacheco clarified that the School Department is looking for a 5 year contract rather than a 3 year contract. On a motion made by Councilor Bradford L. Kilby and seconded by Councilor Linda M. Pereira, it was unanimously voted to adopt the order.
Approved, June 15, 2022, Paul E. Coogan, Mayor

PRIORITY COMMUNICATIONS – None

COMMITTEE REPORTS – None

ORDINANCES – None

RESOLUTIONS

5. Committee on Ordinances and Legislation meet to discuss current graffiti ordinance
On a motion made by Councilor Bradford L. Kilby and seconded by Councilor Laura-Jean Washington, it was unanimously voted to adopt to resolution.
6. Committee on Public Safety convene to discuss noise at the Fall River Coin Operated Car Wash located at 1225 Dwelly Street
Councilor Leo O. Pelletier stated that signs need to be placed at the business for the loud music and the vacuum noise. Councilor Shawn E. Cadime added that the Police Department has a decibel reader and perhaps they can check the vacuums to determine if the noise is over 50 decibels. Councilor Joseph D. Camara asked if the Council could determine the hours of operation. The City Clerk stated that the Council does not issue licenses for car washes. On a motion made by Councilor Joseph D. Camara and seconded by Councilor Leo O. Pelletier, it was unanimously voted to adopt to resolution.
7. Committee on Ordinances and Legislation convene to discuss number of medallions and fares for taxicabs
Councilor Leo O. Pelletier and Councilor Linda M. Pereira stated that taxi companies need help because of increased gas prices as well as the availability of UBER and LYFT. On a motion made by Councilor Leo O. Pelletier and seconded by Councilor Bradford L. Kilby, it was unanimously voted to adopt the resolution.

CITATIONS

8. 2022 SkillsUSA Massachusetts State Competition Winners

Alexandra Botelho	Nicholas Raposo	Jayden Massey
Oliver Ferguson	Chapin Dean	Evan Marchand
Dakota Valente	Imani Silver	Phillip Pereira
Abigail Oliveira	Evan Hetzler	Sarah Moniz
Alexis St. Pierre	Ethan St. Pierre	Ava Santos
Lindsey Moniz	Vanessa Melo	Emma Shaker

On a motion made by Councilor Shawn E. Cadime and seconded by Councilor Linda M. Pereira, it was unanimously voted to adopt the citations.

ORDERS – HEARINGS

Underground Conduit:

9. Massachusetts Electric Company – Installation of approximately 220 feet of underground conduit on Highland Avenue

On a motion made by Councilor Shawn E. Cadime and seconded by Councilor Leo O. Pelletier, it was unanimously voted to adopt the order.

Approved, June 15, 2022, Paul E. Coogan, Mayor

Pole Location:

10. Massachusetts Electric Company – Two new poles on Graham Road

On a motion made by Councilor Leo O. Pelletier and seconded by Councilor Andrew J. Raposo, it was unanimously voted to adopt the order.

Approved, June 15, 2022, Paul E. Coogan, Mayor

Curb Removals:

11. Donna Onorato, 44 Bayview Street – 60 feet at 44 Bayview Street and Wheeler Street

On a motion made by Councilor Shawn E. Cadime and seconded by Councilor Laura-Jean Washington, it was unanimously voted to adopt the order.

Approved, June 15, 2022, Paul E. Coogan, Mayor

12. Southcoast Hospitals Group, Inc., 200 Mill Road, Suite 230, Fairhaven, MA – 22 feet at Hanover Street

On a motion made by Councilor Leo O. Pelletier and seconded by Councilor Andrew J. Raposo, it was unanimously voted to adopt the order.

Approved, June 15, 2022, Paul E. Coogan, Mayor

13. Mayara da Silva Pena, 102 Laurel Street – 30 feet at 192 Laurel Street and Aetna Street

On a motion made by Councilor Leo O. Pelletier and seconded by Councilor Michelle M. Dionne, it was unanimously voted to refer the order to the Committee on Public Works and Transportation.

14. Nuve A. Reinoso, 655 President Avenue – 30 feet at 655 President Avenue

On a motion made by Councilor Leo O. Pelletier and seconded by Councilor Andrew J. Raposo, it was unanimously voted to adopt the order.

Approved, June 15, 2022, Paul E. Coogan, Mayor

15. GCH Properties LLC, 297 East Main Street – 32 feet at 31 William Street

On a motion made by Councilor Andrew J. Raposo and seconded by Councilor Leo O. Pelletier, it was unanimously voted to adopt the order.

Approved, June 15, 2022, Paul E. Coogan, Mayor

ORDERS – MISCELLANEOUS

16. **Police Chief's report on licenses:**

2022 Taxicab Driver:

Maria Perreault

On a motion made by Councilor Andrew J. Raposo and seconded by Councilor Leo O. Pelletier, it was unanimously voted to adopt the order.

17. Auto Repair Shop License Renewals:

Geoffrey Brisbon d/b/a Brisbon Diesel Service, Inc. located at 2524 North Main Street
Monro Muffler Brake Inc. located at 129 Rhode Island Avenue

Tanios Barbour d/b/a Barbour Auto Sales Trust located at 673 Bedford Street

On a motion made by Councilor Andrew J. Raposo and seconded by Councilor Shawn E. Cadime, it was unanimously voted to adopt the order.

Approved, June 15, 2022, Paul E. Coogan, Mayor

COMMUNICATIONS – INVITATIONS – PETITIONS

18. Claims

On a motion made by Councilor Linda M. Pereira and seconded by Councilor Andrew J. Raposo, it was unanimously voted to refer the claims to Corporation Counsel.

19. Drainlayer License:

Bartlett Consolidated, LLC

On a motion made by Councilor Andrew J. Raposo and seconded by Councilor Leo O. Pelletier, it was unanimously voted to approve the license.

Approved, June 15, 2022, Paul E. Coogan, Mayor

On a motion made by Councilor Leo O. Pelletier and seconded by Councilor Michelle M. Dionne, it was unanimously voted to take items #20a through #20c together.

20. Structures on or over a public way permits for St. Anthony of the Desert Maronite Church

a. Banner at the corner of Bedford and Troy Streets near Fire Station

b. Banner on South Main Street near Cultural Center

c. Banner on Pleasant Street near the Police Station

On a motion made by Councilor Andrew J. Raposo and seconded by Councilor Michelle M. Dionne, it was unanimously voted to approve the permits.

21. Communication from Nebel Property Management, Inc. re: Events on Old Second Street

On a motion made by Councilor Linda M. Pereira and seconded by Councilor Leo O. Pelletier, it was unanimously voted that the communication be accepted and placed on file.

22. Planning Board Minutes – May 11, 2022

On a motion made by Councilor Shawn E. Cadime and seconded by Councilor Andrew J. Raposo, it was unanimously voted that the minutes be accepted and placed on file.

On a motion made by Councilor Bradford L. Kilby and seconded by Councilor Michelle M. Dionne, it was unanimously voted to take items #23 through #25 together.

City Council Minutes:

23. Committee on Finance – May 24, 2022

24. Committee on Finance – May 31, 2022

25. Regular Meeting of the City Council – May 24, 2022

On a motion made by Councilor Michelle M. Dionne and seconded by Councilor Linda M. Pereira, it was unanimously voted to approve items #23 through #25.

26. Open Meeting Law complaint filed by Patrick Higgins re: June 6, 2022 alleged violation by City Council Committee on Finance
On a motion made by Councilor Shawn E. Cadime and seconded by Councilor Andrew J. Raposo, it was unanimously voted to refer the Open Meeting Law complaint to Corporation Counsel.
27. Open Meeting Law complaint filed by Patrick Higgins re: June 8, 2022 alleged violation by the City Council Committee on Ordinances and Legislation
On a motion made by Councilor Andrew J. Raposo and seconded by Councilor Shawn E. Cadime, it was unanimously voted to refer the Open Meeting Law complaint to Corporation Counsel.
28. Open Meeting Law complaint filed by Collin Dias re: June 6, 2022 alleged violation by the City Council Committee on Finance
On a motion made by Councilor Shawn E. Cadime and seconded by Andrew J. Raposo, it was unanimously voted to grant the item leave to withdraw.

BULLETINS – NEWSLETTERS – NOTICES – None

OTHER POTENTIAL MATTERS TO BE ACTED UPON:

COMMITTEE REPORTS (if received)

Committee on Finance:

- 4a. Orders – Proposed Fiscal Year 2023 Municipal Budget
- i. General Fund
 - ii. Emergency Medical Services Enterprise Fund

No Committee Reports were received from the Committee on Finance.

On a motion made by Councilor Andrew J. Raposo and seconded by Councilor Michelle M. Dionne, it was unanimously voted to adjourn at 11:19 p.m.

List of documents and other exhibits used during the meeting:

Agenda packet (attached)

DVD of meeting

Fiscal impact statements for Collective Bargaining Agreements from the City Administrator

A true copy. Attest:

Alison M. Bouchard

City Clerk

REGULAR MEETING OF THE CITY COUNCIL

MEETING: Tuesday, June 28, 2022 at 7:00 p.m.
Council Chamber, One Government Center

PRESENT: President Pam Laliberte-Lebeau, presiding;
Councilors Shawn E. Cadime, Joseph D. Camara,
Michelle M. Dionne, Bradford L. Kilby, Leo O. Pelletier
Andrew J. Raposo, and Laura-Jean Washington

ABSENT: Councilor Linda M. Pereira

IN ATTENDANCE: Seth Thomas Aitken, City Administrator
Ryan Lyons, Chairperson, Board of Elections

President Pam Laliberte-Lebeau called the meeting to order at 7:48 p.m. with a moment of silence followed by a salute to the flag and announced that the meeting may be recorded with audio or video and transmitted through any medium.

PRIORITY MATTERS

1. Mayor requesting confirmation of the following appointments to the newly created Historical Commission

- a. Kristen Cantara Oliveira

On a motion made by Councilor Bradford L. Kilby and seconded by Councilor Andrew J. Raposo, it was unanimously voted to confirm the appointment, with Councilor Linda M. Pereira absent and not voting. Councilor Leo O. Pelletier asked if the address for Mrs. Oliveira was correct and the City Clerk stated she would confirm.

On a motion made by Councilor Michelle M. Dionne and seconded by Councilor Bradford L. Kilby, it was unanimously voted to take items #1b-#1d together, with Councilor Linda M. Pereira absent and not voting.

- b. Richard R. Mancini

- c. Maria Connie Soule

- d. Elizabeth A. DeBlock

On a motion made by Councilor Andrew J. Raposo and seconded by Councilor Michelle M. Dionne, it was unanimously voted to confirm the appointments, with Councilor Linda M. Pereira absent and not voting.

2. Mayor and orders for three (3) City Council appointments to the newly created Historical Commission

On a motion made by Councilor Bradford L. Kilby and seconded by Councilor Laura-Jean Washington, it was unanimously voted to adopt the orders for the appointment of Ruben Amaral, Joyce B. Rodrigues, and Jason R. Bouchard-Nawrocki, with Councilor Linda M. Pereira absent and not voting.

3. Mayor requesting confirmation of the appointment of Scott Alves as a member of the Sewer Commission

On a motion made by Councilor Andrew J. Raposo and seconded by Councilor Leo O. Pelletier, it was unanimously voted to confirm the appointment, with Councilor Linda M. Pereira absent and not voting.

4. Mayor requesting approval for seven (7) proposals for Bristol County ARPA funding

(1) Body-Worn Cameras and Compatible Tasers –\$1,522,877

The Fall River Police Department requested funding for the purchase of body-worn cameras and camera compatible Tasers, including equipment maintenance and data for 5 years. On a motion made by Councilor Bradford L. Kilby and seconded by Councilor Leo O. Pelletier, it was voted to adopt the order with Councilor Michelle M. Dionne opposed and Councilor Linda M. Pereira absent and not voting.

(2) Graffiti Removal Machine –\$75,400

The Department of Community Maintenance requested funding for the purchase of a new graffiti removal machine and retrofit of existing graffiti removal machine. On a motion made by Councilor Andrew J. Raposo and seconded by Councilor Laura-Jean Washington, it was voted to adopt the order with Councilor Michelle M. Dionne opposed and Councilor Linda M. Pereira absent and not voting.

(3) Pot-Hole and Asphalt Repair –\$122,568

The Department of Community Maintenance requested funding to purchase 2 infrared equipped hot box asphalt arrays for year-round pothole and road repair capability. On a motion made by Councilor Bradford L. Kilby and seconded by Councilor Laura-Jean Washington, it was voted to adopt the order with Councilor Michelle M. Dionne opposed and Councilor Linda M. Pereira absent and not voting.

(4) Street Sweepers –\$950,000

The Department of Community Maintenance requested funding for the purchase of a new graffiti removal machine and retrofit of existing graffiti removal machine. On a motion made by Councilor Leo O. Pelletier and seconded by Councilor Laura-Jean Washington, it was voted to adopt the order with Councilor Michelle M. Dionne opposed and Councilor Linda M. Pereira absent and not voting.

(5) BioReserve Discovery Center –\$1,365,000

The Department of Community Utilities requested funding to assist with the purchase of property and renovation for Bioreserve Environmental Education and Discovery Center located at the Adirondack Farm on the North Watuppa Pond. On a motion made by Councilor Shawn E. Cadime and seconded by Councilor Joseph D. Camara, it was unanimously voted to table the matter to determine if funding is available from the Community Preservation Committee for this project, with Councilor Linda M. Pereira absent and not voting.

(6) Blue Water Project –\$241,275

The Department of Community Utilities-Water Department requested funding to support project consisting of design and permitting of four retrofits in an effort to reduce phosphorous loading to South Watuppa Pond to restore water quality and protect it as a potential back up water supply and recreational resource. On a motion made by Councilor Andrew J. Raposo and seconded by Councilor Laura-Jean Washington, it was unanimously voted to adopt the order, with Councilor Linda M. Pereira absent and not voting.

(7) 911 Dispatch Communications System –\$305,000

The Fall River Police Department requested funding to update the 911 dispatch communication utilized by the Fall River Police, Fire and EMS Departments. On a motion made by Councilor Andrew J. Raposo and seconded by Councilor Michelle M. Dionne, it was unanimously voted to adopt the order, with Councilor Linda M. Pereira absent and not voting.

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5. Mayor and request from Sanford Spinning Mills LLC, 206 Globe Mills Avenue to amend Waterfront Downtown HD Zone to include Globe Mills Avenue and surrounding areas
On a motion made by Councilor Bradford L. Kilby and seconded by Councilor Andrew J. Raposo, it was unanimously voted to refer this matter to the Planning Board, with Councilor Linda M. Pereira absent and not voting.
6. Mayor and order accepting periodic donations of smoke and CO detectors, fire Extinguishers, cleaning supplies and other like materials from Amazon to the Fall River Fire Department
On a motion made by Councilor Michelle M. Dionne and seconded by Councilor Laura-Jean Washington, it was unanimously voted to adopt the order, with Councilor Linda M. Pereira absent and not voting.
Approved, June 28, 2022, Paul E. Coogan, Mayor
7. Mayor and order accepting gift of two natural gas meters and calibration kits for the Fall River Fire Department Command Vehicle Cars 2 and 3 from Liberty Utilities
On a motion made by Councilor Michelle M. Dionne and seconded by Councilor Andrew J. Raposo, it was unanimously voted to adopt the order, with Councilor Linda M. Pereira absent and not voting.
Approved, June 28, 2022, Paul E. Coogan, Mayor
8. Mayor and order to establish a Career Vocational Technical Education (CVTE) Revolving Fund for BMC Durfee High School with a spending limit of \$200,000.00
On a motion made by Councilor Shawn E. Cadime and seconded by Councilor Laura-Jean Washington, it was unanimously voted to adopt the order, with Councilor Linda M. Pereira absent and not voting.
Approved, June 28, 2022, Paul E. Coogan, Mayor
9. Mayor and order to transfer the sum of \$50,000.00 from Fire, Salaries to Fire, Expenses
On a motion made by Councilor Bradford L. Kilby and seconded by Councilor Andrew J. Raposo, it was unanimously voted to adopt the order, with Councilor Linda M. Pereira absent and not voting.
10. Mayor and order scheduling Special Municipal Election on Nov. 8, 2022 to designate the City of Fall River an MBTA district relative to South Coast rail
On a motion made by Councilor Bradford L. Kilby and seconded by Councilor Shawn E. Cadime, it was unanimously voted to waive the rules to allow Ryan Lyons, Chairperson of the Board of Elections, and City Administrator Seth Aitken to answer questions. Councilor Leo O. Pelletier stated that Massachusetts is allowing residents to vote by mail this year. Mr. Lyons explained that the Governor just signed a vote by mail law on June 22, 2022 and that residents wishing to vote by mail can contact the Board of Elections Office for more information. Furthermore, he stated that in the 2020 election, there were 16,000 residents that voted by mail but he does not expect the same voter turnout this year. Councilor Andrew J. Raposo asked what will happen if the vote for South Coast rail fails. The City Administrator said he would research the matter further. Councilor Joseph D. Camara asked how many days prior to an election do residents need to request applications and Mr. Lyons stated it was five business days. On a motion made by Councilor Laura-Jean Washington and seconded by Councilor Leo O. Pelletier, it was unanimously voted to adopt the order, with Councilor Linda M. Pereira absent and not voting.
Approved, June 28, 2022, Paul E. Coogan, Mayor

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PRIORITY COMMUNICATIONS

11. Traffic Commission recommending amendments to traffic ordinances
On a motion made by Councilor Joseph D. Camara and seconded by Councilor Bradford L. Kilby, it was unanimously voted to refer the matter to the Committee on Ordinances and Legislation, with Councilor Linda M. Pereira absent and not voting.

COMMITTEE REPORTS – None

ORDINANCES – None

RESOLUTIONS – None

CITATIONS – None

ORDERS – HEARINGS

Junk Collector and Second Hand:

12. Denilson de Freitas Januario d/b/a D & M Junk Collector – 889 Grinnell Street
On a motion made by Councilor Michelle M. Dionne and seconded by Councilor Shawn E. Cadime, it was unanimously voted to grant the order leave to withdraw, with Councilor Linda M. Pereira absent and not voting.

Auto Repair Shop:

13. Jonathan Manchester, d/b/a Manchester Automotive – 45 Dover Street
The City Clerk advised the City Council that the hearing notice was published with the incorrect business address. On a motion made by Councilor Michelle M. Dionne and seconded by Councilor Andrew J. Raposo, it was unanimously voted to grant the order leave to withdraw, with Councilor Linda M. Pereira absent and not voting.

ORDERS – MISCELLANEOUS

14. Board of Election Commissioners and order designating polling places for the Special Municipal Election to be held on November 8, 2022
On a motion made by Councilor Michelle M. Dionne and seconded by Councilor Andrew J. Raposo, it was unanimously voted to adopt the order, with Councilor Linda M. Pereira absent and not voting.
Approved, June 28, 2022, Paul E. Coogan, Mayor

Auto Body Shop License Renewals:

Fausto Ortiz d/b/a Auto Rally, Inc. located at 1033 Pleasant Street
On a motion made by Councilor Michelle M. Dionne and seconded by Councilor Andrew J. Raposo, it was unanimously voted to adopt the order, with Councilor Linda M. Pereira absent and not voting.
Approved, June 28, 2022, Paul E. Coogan, Mayor

Auto Repair Shop License Renewals:

Timothy Pinto d/b/a Gils Automotive located at 196 Oak Grove Avenue
Fouad Rechmani d/b/a JC Gas, LLC located at 537 Bedford Street
Fausto Ortiz d/b/a Auto Rally, Inc. located at 1033 Pleasant Street
On a motion made by Councilor Andrew J. Raposo and seconded by Councilor Laura-Jean Washington, it was unanimously voted to adopt the order, with Councilor Linda M. Pereira absent and not voting.
Approved, June 28, 2022, Paul E. Coogan, Mayor

COMMUNICATIONS – INVITATIONS – PETITIONS

17. Claim
On a motion made by Councilor Andrew J. Raposo and seconded by Councilor Michelle M. Dionne, it was unanimously voted to refer the claim to Corporation Counsel, with Councilor Linda M. Pereira absent and not voting.

Drainlayer License:

18. JDQ Excavating, LLC

On a motion made by Councilor Bradford L. Kilby and seconded by Councilor Laura-Jean Washington, it was unanimously voted to approve the license, with Councilor Linda M. Pereira absent and not voting.

Approved, June 28, 2022, Paul E. Coogan, Mayor

19. Zoning Board Minutes – April 21, 2022

On a motion made by Councilor Shawn E. Cadime and seconded by Councilor Andrew J. Raposo, it was unanimously voted to accept the minutes and place them on file, with Councilor Linda M. Pereira absent and not voting.

On a motion made by Councilor Shawn E. Cadime and seconded by Councilor Bradford L. Kilby, it was unanimously voted to take items #20 through #23 together, with Councilor Linda M. Pereira absent and not voting.

City Council Minutes:

20. Public Hearing – May 31, 2022

21. Public Hearings – June 14, 2022

22. Committee on Finance – June 6, 2022

23. Special Meeting of the City Council – June 6, 2022

On a motion made by Councilor Shawn E. Cadime and seconded by Councilor Andrew J. Raposo, it was unanimously voted to approve items #20 through #23, with Councilor Linda M. Pereira absent and not voting.

24. Disabled American Veterans, William S. Green Chapter 9, September 23, 2022
celebration dinner celebrating 100 years of empowering veterans

On a motion made by Councilor Shawn E. Cadime and seconded by Councilor Michelle M. Dionne, it was unanimously voted the item be accepted and placed on file, with Councilor Linda M. Pereira absent and not voting.

BULLETINS – NEWSLETTERS – NOTICES – None

OTHER POTENTIAL MATTERS TO BE ACTED UPON:

PRIORITY MATTERS

10a. Mayor and orders of taking for the MBTA Southcoast Rail Program Off-Site Traffic Mitigation Improvements at the intersection of President Avenue and North Main Street

On a motion made by Councilor Shawn E. Cadime and seconded by Councilor Andrew J. Raposo, it was unanimously voted to adopt the orders, with Councilor Linda M. Pereira absent and not voting.

Approved, June 28, 2022, Paul E. Coogan, Mayor

On a motion made by Councilor Andrew J. Raposo and seconded by Councilor Shawn E. Cadime, it was unanimously voted to adjourn at 8:10 p.m., with Councilor Linda M. Pereira absent and not voting.

List of documents and other exhibits used during the meeting:

Agenda packet (attached)

DVD of meeting

A true copy. Attest:

Alison M. Bouchard

City Clerk

REGULAR MEETING OF THE CITY COUNCIL

MEETING: Tuesday, July 12, 2022 at 7:00 p.m.
Council Chamber, One Government Center

PRESENT: President Pam Laliberte-Lebeau, presiding;
Councilors Shawn E. Cadime, Joseph D. Camara,
Michelle M. Dionne, Bradford L. Kilby, Leo O. Pelletier,
Linda M. Pereira, Andrew J. Raposo, and Laura-Jean Washington

ABSENT: None

IN ATTENDANCE: Bridget Almon, Director of Financial Services

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

PRIORITY MATTERS

1. Mayor requesting confirmation of the reappointment of Ricky P. Sahady to the Board of Appeals (alternate member)

On a motion made by Councilor Joseph D. Camara and seconded by Councilor Linda M. Pereira, it was unanimously voted to confirm the appointment.

2. Mayor and order transferring the sum of \$97,392.50 from FY21 Surplus Revenue to Law, Expenses

On a motion made by Councilor Linda M. Pereira and seconded by Councilor Andrew J. Raposo, it was unanimously voted to waive the rules to allow the Director of Financial Services to address the Council. On a further motion made by Councilor Michelle M. Dionne and seconded by Councilor Shawn E. Cadime, it was voted 9 nays to transfer the funds from the Columbia Street Streetscapes, Capital Project line item and the motion did not carry. Councilor Joseph D. Camara stated that he was unsure if the City Council could stipulate where funds are transferred from. The Director of Financial Services stated that all remaining invoices must be processed for payment by Friday, July 15, 2022. Councilor Joseph D. Camara made a further motion to adopt the order and it was seconded by Councilor Bradford L. Kilby. On yet a further motion made by Councilor Shawn E. Cadime and seconded by Councilor Michelle M. Dionne, it was voted 9 yeas to amend the motion to adopt the order, pending a review of the Bank Street/Columbia Street Capital Project for the availability of funds. The Council expressed that the financial transfer be processed using any remaining funds in this account and if the balance was zero, that the transfer be made from the FY21 Surplus Revenue, as originally requested by the Administration. On yet a further motion made by Councilor Shawn E. Cadime and seconded by Councilor Michelle M. Dionne, it was voted 9 yeas to adopt the order, as amended.

3. Mayor and order transferring the sum of \$180,000 from FY21 Surplus Revenue to Law, Expenses

On a motion made by Councilor Andrew J. Raposo and seconded by Councilor Laura-Jean Washington, it was unanimously voted to adopt the order.

4. Mayor and order transferring the sum of \$1,300,000 from FY21 Surplus Revenue to the Stabilization Fund

On a motion made by Councilor Andrew J. Raposo and seconded by Councilor Linda M. Pereira, it was unanimously voted to adopt the order.

PRIORITY COMMUNICATIONS – None

COMMITTEE REPORTS

Committee on Public Safety recommending:

Grant leave to withdraw:

5. Resolution—Discuss complaints from residents regarding noise generated at the Fall River Coin Operated Car Wash located on 1225 Dwelly Street

On a motion made by Councilor Leo O. Pelletier and seconded by Councilor Linda M. Pereira, it was unanimously voted to refer the matter to the Committee on Ordinances and Legislation.

ORDINANCES – None

RESOLUTIONS – None

CITATIONS

On a motion made by Councilor Linda M. Pereira and seconded by Councilor Michelle M. Dionne, it was unanimously voted to take items #6 through #10 together.

6. B.M.C Durfee High School Top Ten Students:

Sophia Chen	Timothy Michael Costa	Maya Leigh Couto
Louraine Almerol Dayao	Julia Christine Faria	Kaitlyn Munkata Ferreira
Colin Patraic Guillemette	Morgan Carmen Ledo	Ayomide Oluwatobi Olubanwo
Christopher James Panchley		

7. Diman Regional Vocational Technical High School Top Ten Fall River Students:

Bishoy Mikhail	Russell McComb	Sarai Benitez
Charles Magnifico	Jennifer Chan	Bryce King
Jacob Furtado		

8. Atlantis Charter High School Top Ten Fall River Students:

Madison Stevens	Ryan Garrity	Cassidy Medeiros
Julieann Camara	Emily Cativo	Carina Lebrun
Hailey Soares		

9. Bishop Connolly High School Top Ten Fall River Students:

Greta Bertha Costello	Aidan Xu	Maya Elizabeth Pontes
Alyssa St. Laurent	Kaleigh Elizabeth Rezendes	Sherley L. Ortiz
Sophie Isabella Garcia		

10. Argosy Collegiate Charter School Top Ten Fall River Students:

Jamie M. Milton	Monica A. Smith	Elijah E. Lazaro
Cali M. Bastos	Angella L. Tavares	Aydin Mederios
Jenel A. Molina	Savannah Leite	Kimberly M. Moniz
Alexia L. Kelly		

On a motion made by Councilor Michelle M. Dionne and seconded by Councilor Andrew J. Raposo, it was unanimously voted to adopt items #6 through #10.

ORDERS – HEARINGS

Auto Repair Shop:

11. Jonathan Manchester, d/b/a Manchester Automotive located at 67 Kay Street
On a motion made by Councilor Linda M. Pereira and seconded by Councilor Andrew J. Raposo, it was unanimously voted to adopt the order.
Approved, July 13, 2022, Paul E. Coogan, Mayor

ORDERS – MISCELLANEOUS

12. Police Chief's report on licenses:

2022 Taxicab Drivers:

Derrick Guerrier Joseph Paiva

On a motion made by Councilor Bradford L. Kilby and seconded by Councilor Andrew J. Raposo, it was unanimously voted to adopt the order.

13. Auto Repair Shop License Renewals:

Eleventh Street Association, Inc. d/b/a Saber Auto Body located at 50 Sixth Street
On a motion made by Councilor Andrew J. Raposo and seconded by Councilor Laura-Jean Washington, it was unanimously voted to adopt the order.
Approved, July 13, 2022, Paul E. Coogan, Mayor

COMMUNICATIONS – INVITATIONS – PETITIONS

14. Claim

On a motion made by Councilor Andrew J. Raposo and seconded by Councilor Michelle M. Dionne, it was unanimously voted to refer the claim to Corporation Counsel.

15. Thank You card from the Pelletier family

On a motion made by Councilor Linda M. Pereira and seconded by Councilor Andrew J. Raposo, it was unanimously voted that the communication be accepted and placed on file.

On a motion made by Councilor Bradford L. Kilby and seconded by Councilor Linda M. Pereira, it was unanimously voted to take items #16 through #18 together.

City Council Minutes:

- 16. Committee on Finance – June 14, 2022
- 17. Public Hearings – June 28, 2022
- 18. Committee on Finance – June 28, 2022

On a motion made by Councilor Andrew J. Raposo and seconded by Councilor Linda M. Pereira, it was unanimously voted to approve items #16 through #18.

BULLETINS – NEWSLETTERS – NOTICES – None

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ITEMS FILED AFTER THE AGENDA DEADLINE:
CITY COUNCIL MEETING DATE: JULY 12, 2022

PRIORITY COMMUNICATIONS

4a. Traffic Commission recommending amendments to traffic ordinances
On a motion made by Councilor Linda M. Pereira and seconded by Councilor Andrew J. Raposo, it was unanimously voted to refer the matter to the Committee on Ordinances and Legislation.

RESOLUTIONS

5a. City Council vote to obligate \$11,000,000.00 of Bristol County ARPA funding for water and sewer infrastructure mandates
On a motion made by Councilor Shawn E. Cadime and seconded by Councilor Andrew J. Raposo, it was unanimously voted to refer the resolution to the Committee on Finance. Councilor Shawn E. Cadime stated that he would like to have the City Administrator and the Administrator of Community Utilities present to discuss the matter. Councilor Linda M. Pereira said she agrees that the Committee on Finance is the proper venue to discuss the matter.

ORDERS – MISCELLANEOUS

13. Auto Repair Shop License Renewals:
Francisley J. Grizotte d/b/a Shea's Automotive Center located at 400 Stafford Road
Eleventh Street Association, Inc. d/b/a Saber Auto Body located at 50 Sixth Street
On a motion made by Councilor Joseph D. Camara and seconded by Councilor Andrew J. Raposo, it was unanimously voted to adopt the order.

On a motion made by Councilor Linda M. Pereira and seconded by Councilor Andrew J. Raposo, it was unanimously voted to adjourn at 7:37 p.m.

List of documents and other exhibits used during the meeting:

Agenda packet (attached)
DVD of meeting

A true copy. Attest:



City Clerk

SPECIAL MEETING OF THE CITY COUNCIL

MEETING: Wednesday, June 15, 2022 at 7:00 p.m.
Council Chamber, One Government Center

PRESENT: President Pam Laliberte-Lebeau, presiding;
Councilors Shawn E. Cadime, Joseph D. Camara,
Michelle M. Dionne, Bradford L. Kilby, Leo O. Pelletier
Linda M. Pereira, Andrew J. Raposo and
Laura-Jean Washington

ABSENT: None

IN ATTENDANCE: Seth Thomas Aitken, City Administrator
Ed Iacaponi, Financial Consultant

President Pam Laliberte-Lebeau called the meeting to order at 9:12 p.m. with a moment of silence followed by a salute to the flag and announced that the meeting may be recorded with audio or video and transmitted through any medium.

Agenda:

1. Citizen Input
- None

COMMITTEE REPORTS

Committee on Finance:

2. Orders – Proposed Fiscal Year 2023 Municipal Budget
 - a. General Fund
 - b. Emergency Medical Services Enterprise Fund

Councilors discussed with City Administrator Seth Aitken whether salary increases were included in the budget and Mr. Aitken explained that the increases in salaries are for a cost living adjustment. He expressed that salary ordinances will need to be updated to reflect the changes but new employees will be hired at the salary currently in ordinance.

Council President Pam Laliberte-Lebeau called for a two minute recess at 9:43 p.m. and reconvened at 9:49 p.m.

On a motion made by Councilor Joseph D. Camara and seconded by Councilor Linda M. Pereira, it was unanimously voted to accept the Committee Report and place it on file.

On a further motion made by Councilor Joseph D. Camara and seconded by Councilor Bradford L. Kilby, it was voted 9 yeas to adopt the EMS Enterprise Fund Appropriation Order in the amount of \$9,651,000.

A further motion was made by Councilor Joseph D. Camara and seconded by Councilor Bradford L. Kilby to adopt the appropriation order for the Fiscal Year 2023 Municipal Budget in the amount of \$360,136,387.

A. for the purpose of General Government

1. from the General Fund, for Mayor, Salaries \$292,720

On a motion made by Councilor Bradford L. Kilby and seconded by Councilor Laura-Jean Washington, it was voted 8 yeas, 1 nay, to adopt the appropriation, with Councilor Michelle M. Dionne voting in the negative. A further motion was made by Councilor Michelle M. Dionne to reduce the Mayor's Salaries by \$6,000 but received no second.

2. from the General Fund, for Mayor, Expenses, \$27,100

On a motion made by Councilor Bradford L. Kilby and seconded by Councilor Shawn E. Cadime, it was voted 8 yeas, 1 nay, to adopt the appropriation, with Councilor Michelle M. Dionne voting in the negative.

3. from the General Fund, for City Council, Salaries, \$277,649

On a motion made by Councilor Andrew J. Raposo and seconded by Councilor Leo O. Pelletier, it was voted 8 yeas, 1 nay, to adopt the appropriation, with Councilor Michelle M. Dionne voting in the negative.

4. from the General Fund, for City Council, Expenses, \$176,500

On a motion made by Councilor Bradford L. Kilby and seconded by Councilor Andrew J. Raposo, it was voted 8 yeas, 1 nay, to adopt the appropriation, with Councilor Michelle M. Dionne voting in the negative.

5. from the General Fund, for City Clerk, Salaries, \$345,098

On a motion made by Councilor Andrew J. Raposo and seconded by Councilor Laura-Jean Washington, it was voted 8 yeas, 1 nay, to adopt the appropriation, with Councilor Michelle M. Dionne voting in the negative.

6. from the General Fund, for City Clerk, Expenses, \$51,773

On a motion made by Councilor Andrew J. Raposo and seconded by Councilor Leo O. Pelletier, it was voted 8 yeas, 1 nay, to adopt the appropriation, with Councilor Michelle M. Dionne voting in the negative.

7. from the General Fund, for Elections, Salaries, \$250,574

On a motion made by Councilor Andrew J. Raposo and seconded by Councilor Linda M. Pereira, it was voted 8 yeas, 1 nay, to adopt the appropriation, with Councilor Michelle M. Dionne voting in the negative.

8. from the General Fund, for Elections, Expenses, \$95,785

On a motion made by Councilor Andrew J. Raposo and seconded by Councilor Leo O. Pelletier, it was voted 8 yeas, 1 nay, to adopt the appropriation, with Councilor Michelle M. Dionne voting in the negative.

9. from the General Fund, for Veterans, Salaries, \$293,781

On a motion made by Councilor Andrew J. Raposo and seconded by Councilor Laura-Jean Washington, it was voted 8 yeas, 1 nay, to adopt the appropriation, with Councilor Michelle M. Dionne voting in the negative.

10. from the General Fund, for Veterans, Expenses, \$2,278,365

On a motion made by Councilor Andrew J. Raposo and seconded by Councilor Bradford L. Kilby, it was voted 8 yeas, 1 nay, to adopt the appropriation, with Councilor Michelle M. Dionne voting in the negative.

B. for the purpose of Administrative Services

1. from the General Fund, for Administrative Services, Salaries, \$1,518,670

On a motion made by Councilor Andrew J. Raposo and seconded by Councilor Linda M. Pereira, it was voted 8 yeas, 1 nay, to adopt the appropriation, with Councilor Michelle M. Dionne voting in the negative.

2. from the General Fund, for Administrative Services, Expenses, \$2,890,872

On a motion made by Councilor Andrew J. Raposo and seconded by Councilor Laura-Jean Washington, it was voted 8 yeas, 1 nay, to adopt the appropriation, with Councilor Michelle M. Dionne voting in the negative.

3. from the General Fund, for Claims and Damages, \$850,000

On a motion made by Councilor Andrew J. Raposo and seconded by Councilor Laura-Jean Washington, it was voted 8 yeas, 1 nay, to adopt the appropriation, with Councilor Michelle M. Dionne voting in the negative.

C. for the purpose of Financial Services

1. from the General Fund, for Financial Services, Salaries, \$1,464,654

On a motion made by Councilor Andrew J. Raposo and seconded by Councilor Bradford L. Kilby, it was voted 8 yeas, 1 nay to adopt the appropriation, with Councilor Michelle M. Dionne voting in the negative.

2. from the General Fund, for Financial Services, Expenses, \$394,885

On a motion made by Councilor Andrew J. Raposo and seconded by Councilor Leo O. Pelletier, it was voted 7 yeas, 1 nay to adopt the appropriation, with Councilor Michelle M. Dionne voting in the negative and Councilor Linda M. Pereira absent and not voting.

D. for the purpose of Facilities Maintenance

1. from the General Fund, for Facilities, Salaries, \$835,220

On a motion made by Councilor Andrew J. Raposo and seconded by Councilor Leo O. Pelletier, it was voted 8 yeas, 1 nay, to adopt the appropriation, with Councilor Michelle M. Dionne voting in the negative.

2. from the General Fund, for Facilities, Expenses \$1,977,200

On a motion made by Councilor Leo O. Pelletier and seconded by Councilor Linda M. Pereira, it was voted 8 yeas, 1 nay, to adopt the appropriation, with Councilor Michelle M. Dionne voting in the negative. Councilor Andrew J. Raposo asked why the Total Expenses for this appropriation was listed for \$3,000 less (page 163) than it appears on the Appropriation Order and Councilor Shawn E. Cadime explained that such amount was for the Armory (page 164).

3. from the General Fund, for Facilities transfer to revolving, \$15,000

On a motion made by Councilor Andrew J. Raposo and seconded by Councilor Leo O. Pelletier, it was voted 8 yeas, 1 nay to adopt the appropriation, with Councilor Michelle M. Dionne voting in the negative.

E. for the purpose of Community Maintenance

On a motion made by Councilor Joseph D. Camara and seconded by Bradford L. Kilby, it was voted 7 yeas, 2 nays to take appropriations #E1 through #E3 together, with Councilors Michelle M. Dionne and Andrew J. Raposo voting in the negative.

1. from General Fund, for Salaries, \$4,996,238

2. from General Fund, for Expenses, \$12,499,113

3. from General Fund, for Capital, \$0

On a further motion made by Councilor Joseph D. Camara and seconded by Councilor Bradford L. Kilby, it was voted 8 yeas, 1 nay to adopt appropriations #E1 through #E3, with Councilor Michelle M. Dionne voting in the negative.

F. for the purpose of Community Services

On a motion made by Councilor Joseph D. Camara and seconded by Councilor Bradford L. Kilby, it was unanimously voted take appropriations #F1 through #F4 together.

1. from General Fund, for Salaries, \$2,545,684

2. from General Fund, for Expenses, \$1,018,680

3. from General Fund, for Transfer to the Demo Lien Revolving Fund \$15,000

4. from General Fund, for Vacant Lot Revolving Fund \$15,000

On a further motion made by Councilor Linda M. Pereira and seconded by Councilor Leo O. Pelletier, it was voted 8 yeas, 1 nay to adopt appropriations #F1 through #F4, with Councilor Michelle M. Dionne voting in the negative.

G. for the purpose of Education

On a motion made by Councilor Joseph D. Camara and seconded by Councilor Linda M. Pereira, it was unanimously voted take appropriations #G1 through #G3 together.

1. from the General Fund, for School Appropriation \$140,487,792
2. from the General Fund, for School Transportation, \$10,070,000
3. from the General Fund, for Education--All other \$4,451,823

On a further motion made by Councilor Linda M. Pereira and seconded by Councilor Laura-Jean Washington, it was voted 9 yeas to adopt appropriations #G1 through #G3.

H. for the purpose of Community Protection

On a motion made by Councilor Bradford L. Kilby and seconded by Councilor Laura-Jean Washington, it was voted 1 yeas, 8 nays to take appropriations #H1 through #H8 together, and the motion failed to carry, with Councilor Bradford L. Kilby voting in the affirmative.

1. from General Fund, for Police, Salaries, \$22,092,546

On a motion made by Councilor Shawn E. Cadime and seconded by Councilor Linda M. Pereira, it was voted 8 yeas, 1 nay to adopt the appropriation, with Councilor Michelle M. Dionne voting in the negative.

2. from General Fund, for Police, Expenses, \$2,377,445

On a motion made by Councilor Michelle M. Dionne and seconded by Councilor Shawn E. Cadime, it was voted 9 yeas to reduce the appropriation by \$278,000.

On a motion made by Councilor Shawn E. Cadime and seconded by Councilor Joseph D. Camara, it was unanimously voted to take appropriations #H3 through #H8 together.

3. from the General Fund, Police, Capital, \$0
4. from General Fund, Harbor Master, Salaries, \$2,500
5. from General Fund, Harbor Master, Expenses, \$28,800
6. from General Fund, Fire and Emergency Services, Salaries, \$16,096,280
7. from General Fund, Fire and Emergency Services, Expenses, \$1,097,261
8. from General Fund, Fire and Emergency Services, Capital, \$0

On a motion made by Councilor Linda M. Pereira and seconded by Councilor Shawn E. Cadime, it was voted 8 yeas, 1 nay, to adopt the appropriations, with Councilor Michelle M. Dionne voting in the negative.

I. for the purpose of Other Governmental Expenses

On a motion made by Councilor Shawn E. Cadime and seconded by Councilor Joseph D. Camara, it was unanimously voted to take appropriations #I1 through #I3 together and it was voted 8 yeas, 1 nay, to adopt the appropriations, with Councilor Michelle M. Dionne voting in the negative.

1. from General Fund, for Debt - Service, \$13,903,341
2. from General Fund, for Insurance, \$40,026,890
3. from General Fund, for Pension Contributions, \$36,072,580

4. from General Fund, for Reserve Fund

On a motion made by Councilor Shawn E. Cadime and seconded by Councilor Bradford L. Kilby, it was voted 8 yeas, 1 nay, to increase the appropriation by \$278,000, with Councilor Michelle M. Dionne voting in the negative. Councilor Joseph D. Camara explained that the

Council did not increase the budget. Instead, a vote was taken to transfer the funding from the Police Expenses Appropriation previously reduced to the Reserve Fund.

Approved, June 21, 2022, Paul E. Coogan, Mayor

On a motion made by Councilor Joseph D. Camara and seconded by Councilor Laura-Jean Washington, it was unanimously voted to adjourn at 10:19 p.m.

List of documents and other exhibits used during the meeting:

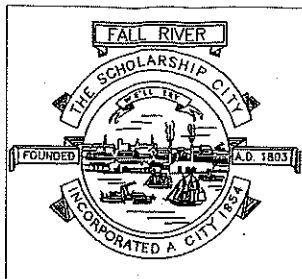
Agenda packet (attached)

CD and DVD of meeting

A true copy. Attest:

A handwritten signature in cursive script, reading "Alison M. Bouchard".

City Clerk



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

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PAUL E. COOGAN
Mayor

ROGER ST. MARTIN
Fire Chief
Beth Faunce
District Chief of EMS

Honorable Members of the City Council
City of Fall River
1 Government Center
Fall River, Massachusetts

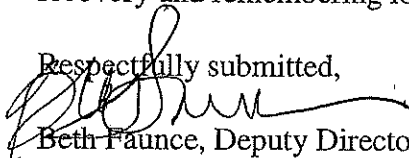
Honorable Members of the City Council:

For the third year, organizations represented within the Fall River Opioid Task Force through a collaborative effort have scheduled a list of events in honor of "National Overdose Awareness Day", August 31st, 2022.

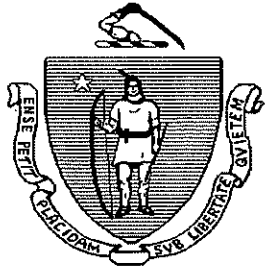
In this regard, we would like to request permission to hang (3) banners from the railing of 1 Government Center in the City of Fall River. One representing "Project Reconnect" Outreach Program, "Recover Fall River" coordinator of the monthly Help Center, and Peer2Peer Recovery offering many services to people suffering with substance abuse disorder. Each equal in size approximately 3'x8'. Secondly, we would like to place "purple" flags around the staging area, one for each person who suffered a fatal overdose. There are also posters in honor "National Overdose Awareness Day" provided in the preparation packet "someone's mother", "someone's father", etc., to be hung outside of the Government Center, for this day only.

Your support in the matter is greatly appreciated. "National Overdose Awareness Day" is important to those in our community both suffering from substance abuse disorder, in recovery and remembering loved ones who lost the fight against addiction.

Respectfully submitted,


Beth Faunce, Deputy Director of EMS
Fall River Fire Department
Emergency Medical Services

RECEIVED
2022 AUG - 3 P 2:01
CITY CLERK
FALL RIVER, MA



The Commonwealth of Massachusetts

2022 AUG -2 P 2:32

DEPARTMENT OF PUBLIC UTILITIES

CITY CLERK _____
FALL RIVER, MA

NOTICE OF PUBLIC HEARING AND REQUEST FOR COMMENTS

D.P.U. 22-94

August 1, 2022

Petition of Liberty Utilities (New England Natural Gas Company) Corp. d/b/a Liberty for approval of a mid-term modification of its 2022-2024 Three-Year Energy Efficiency Plan.

On July 25, 2022, Liberty Utilities (New England Natural Gas Company) Corp. d/b/a Liberty ("Company") filed a petition with the Department of Public Utilities ("Department") seeking a mid-term modification of its 2022-2024 Three-Year Energy Efficiency Plan ("Three-Year Plan") approved by the Department in 2022-2024 Three-Year Energy Efficiency Plans, D.P.U. 21-120 through D.P.U. 21-129 (January 31, 2022). The Department docketed this matter as D.P.U. 22-94. The Company requests Department approval of its mid-term modification request by August 30, 2022.

As part of its Three-Year Plan, the Company offers a Commercial and Industrial ("C&I") Existing Building Retrofit Core Initiative, which provides incentives to C&I customers for pursuing energy efficiency measures and strategies to optimize their operations, including upgrading existing systems and equipment to more efficient options. The Company states that in order to meet increased production demand, an industrial customer ("Industrial Customer") in its service territory has decided to undertake a significant expansion project at its facility in Fall River, Massachusetts. The Company maintains that it is necessary to provide a participant incentive to this Industrial Customer to install a new, more efficient, industrial heat-pump system as part of its facility expansion project. The Company proposes a mid-term modification of its Three-Year Plan in order to increase its C&I sector budget by \$2,135,250 (or 60 percent) to provide the participant incentive. The Company asserts that the new heat-pump technology to be installed by the Industrial Customer will result in reductions in both natural gas usage and greenhouse gas emissions.

The Company proposes to recover the costs associated with the mid-term modification from its C&I customers over two years, rather than one year, to minimize the financial impacts of the project. If the Department approves the mid-term modification and associated C&I budget increase as proposed, the bill impacts for C&I customers will vary. C&I customers should contact the Company for specific bill impact information. Residential customers, including low-income residential customers, will not experience any bill changes related to the Company's proposal.

Due to certain ongoing safety measures and precautions relating to in-person events as a result of the COVID-19 pandemic, the Department will conduct a virtual public

hearing to receive comments on the Company's filing. The Department will conduct the public hearing using Zoom videoconferencing on **Thursday, August 18, 2022, beginning at 2:00 p.m.** Attendees can join by entering the link, <https://us06web.zoom.us/j/81016929225>, from a computer, smartphone, or tablet. No prior software download is required. For audio-only access to the hearing, attendees can dial in at **(646) 558-8656 or (301) 715-8592 (not toll free)** and then enter the **Meeting ID# 810 1692 9225**. If you anticipate providing comments via Zoom during the public hearing, please send an email by **Tuesday, August 16, 2022**, to stephanie.mealey@mass.gov with your name, email address, and mailing address. If you anticipate commenting by telephone, please leave a voicemail message by **Tuesday, August 16, 2022**, at (617) 305-3582 with your name, telephone number, and mailing address.

Any person interested in commenting on the Company's filing may also submit written comments to the Department no later than the close of business (5:00 p.m.) on **Thursday, August 18, 2022**. At this time, all filings will be submitted only in electronic format consistent with the Commission's June 15, 2021 directives related to modified filing requirements. Ordinarily, all parties would follow Sections B.1 and B.4 of the Department's Standard Ground Rules (D.P.U. 15-184-A, App. 1 (March 4, 2020)); however, until further notice, parties must retain the original paper version and the Department will later determine when the paper version must be filed with the Department Secretary.

On August 1, 2022, the Attorney General of the Commonwealth of Massachusetts filed a notice to intervene in this matter pursuant to G.L. c. 12, § 11E(a). Any other person who desires to participate in the evidentiary phase of this proceeding shall file a petition for leave to intervene no later than 5:00 p.m. on **Wednesday, August 10, 2022**. A petition for leave to intervene must satisfy the timing and substantive requirements of 220 CMR 1.03. Receipt by the Department, not mailing, constitutes filing and determines whether a petition has been timely filed. A petition filed late may be disallowed as untimely, unless good cause is shown for waiver under 220 CMR 1.01(4). To be allowed, a petition under 220 CMR 1.03(1) must satisfy the standing requirements of G.L. c. 30A, § 10. All responses to petitions to intervene must be filed by the close of business (5:00 p.m.) on the second business day after the petition to intervene was filed.

All documents must be submitted to the Department in **.pdf format** by e-mail attachment to dpu.efiling@mass.gov and stephanie.mealey@mass.gov. The text of the e-mail must specify: (1) the docket number of the proceeding (D.P.U. 22-94); (2) the name of the person or company submitting the filing; and (3) a brief descriptive title of the document. The electronic file name should identify the document but should not exceed 50 characters in length. Importantly, all large files submitted must be broken down into electronic files that do not exceed 20 MB. All documents submitted in electronic format will be posted on the Department's website through our online File Room as soon as practicable (enter "22-94") at: <https://eeaonline.eea.state.ma.us/DPU/Fileroom/dockets/bynumber>. In addition, one copy of all written comments and petitions to intervene should be emailed to the Company's attorney, Danielle Winter, Esq., Keegan Werlin LLP, at dwinter@keeganwerlin.com.

At this time, a paper copy of the filing will not be available for public viewing at the Company's offices or the Department due to certain ongoing safety measures and precautions relating to in-person events as a result of the COVID-19 pandemic. The filing and all subsequent

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related documents, pleadings and/or filings submitted to the Department and/or issued by the Department will be available on the Department's website as referenced above as soon as is practicable. To the extent a person or entity wishes to submit comments or intervene in accordance with this Notice, electronic submission, as detailed above, is sufficient. To request materials in accessible formats for people with disabilities (Braille, large print, electronic files, audio format), contact the Department's ADA coordinator at DPUADACoordinator@mass.gov.

For further information regarding the Company's filing, please contact the Company's attorney, Danielle Winter, Esq., Keegan Werlin LLP, at dwinter@keeganwerlin.com or (617) 951-1400. For further information regarding this Notice, please contact Stephanie A. Mealey, Hearing Officer, Department of Public Utilities, at stephanie.mealey@mass.gov.