

# City of Fall River Massachusetts

Office of the City Clerk

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2024 MAY 23 A 11: 25

CITY CLERK \_\_\_\_\_  
FALL RIVER, MA

ALISON M. BOUCHARD  
CITY CLERK

INÊS LEITE  
ASSISTANT CITY CLERK

**MEETINGS SCHEDULED**  
**CITY COUNCIL CHAMBER, ONE GOVERNMENT CENTER**  
**MAY 28, 2024**  
**AGENDA**

**5:45 P.M. CITY COUNCIL COMMITTEE ON REAL ESTATE MEETING**

**6:30 P.M. CITY COUNCIL COMMITTEE ON FINANCE MEETING (OR IMMEDIATELY FOLLOWING THE COMMITTEE ON REAL ESTATE MEETING IF IT RUNS PAST 6:30 P.M.)**

1. Citizen Input
2. \*Order requesting approval of a ten-year contract for the operation, maintenance, and management of the Wastewater Treatment Facilities and Collection Systems (referred 5-14-2024)

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

**PRIORITY MATTERS**

1. \*Mayor and order establishing spending limits of Revolving Funds for Fiscal Year 2025
2. \*Mayor requesting confirmation of the appointment of Andrew Howayeck to the Sewer Commission

**PRIORITY COMMUNICATIONS**

Requested Responses from Corporation Counsel:

3. \*Legal Opinion re the creation of a proposed ordinance related to the Appointment of Constables
4. \*Legal Opinion re the creation of a proposed ordinance related to the Armory Commission
5. \*Communication regarding the following two items:
  - Proposed ordinance amendment re One Year Demolition Delay for City-Owned Property
  - Legal opinion re the creation of a proposed ordinance related to Deed Restrictions on Sale of City-Owned Property over fifty years old.
6. \*Traffic Commission recommending amendments to the traffic ordinances

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

One Government Center • Fall River, MA 02722  
TEL 508-324-2220 • FAX 508-324-2211 • EMAIL [city\\_clerks@fallriverma.org](mailto:city_clerks@fallriverma.org)

## **COMMITTEE REPORTS**

Committee on Ordinances and Legislation recommending:

All readings with Emergency Preamble:

7. \*Proposed Ordinance – Traffic, handicapped parking
  - Cambridge Street, North, 74 feet west of Smith Street
  - Charles Street, North, 24 feet east of South Main Street
  - Freedom Street, North, 64 feet west of South Main Street
  - Globe Street, North, 200 feet east of Bay Street
  - Linden Street, West, 85 feet north of Walnut Street
8. First Reading
  - \*Proposed Ordinance – Engineering Department permit fees
9. \*Proposed Ordinance – Minimum housing and municipal organizational structure

## **ORDINANCES**

Second Reading and Enrollment

10. \*Proposed Ordinance – Traffic, miscellaneous  
Handicapped parking removals:
  - Bedford Street, North, 338 feet west of Covell Street
  - Fountain Street, East, 249 feet north of Columbia Street.
  - Rockland Street, South, 60 feet west of South Main Street.
  - South Main Street, West, 237 feet south of Woodman Street.
  - William Street, South, 107 feet west of Washington Street.
11. \*Proposed Ordinance – Zoning Map Amendment re Waterfront Transit-Oriented Development District (WTOD)

## **RESOLUTIONS** – None

## **CITATIONS**

12. Gloria Souza – Retirement after 17 years of service to the City of Fall River

## **ORDERS – HEARINGS** – None

## **ORDERS – MISCELLANEOUS**

13. Police Chief's report on license:  
Taxicab Drivers  
Justin L. Hollis                      Darrell Lang                      Maurice Mack                      Joyel Williams
14. Auto Repair Shop License Renewal:  
Jonathan Manchester, Manchester Automotive – 67 Kay Street

## **COMMUNICATIONS – INVITATIONS – PETITIONS**

15. \*Claims
16. \*City Engineer – Street opening less than 5 years on Kennedy Street

17. Structure on or over a public way applications for St. Anthony of the Desert Maronite Church to hang street banners (30 feet x 3 feet) from June 30, 2024, to August 12, 2024 in the following locations:
- a. Pleasant Street, near the Fall River Police Department
  - b. Bedford Street and Troy Street corner, near the Central Fire Station
  - c. South Main Street, near The Cultural Center
18. Drainlayer Licenses:  
GT Excavating Corporation  
HM Lopes, LLC  
Jones Excavating, LLC  
K.R. Rezendes, Inc.  
R.W. Bryant Contracting, Inc.  
J.R.D., Inc.
19. Zoning Board of Appeals Minutes
- |                   |                    |                  |                   |
|-------------------|--------------------|------------------|-------------------|
| March 16, 2023    | April 20, 2023     | May 18, 2023     | June 15, 2023     |
| July 20, 2023     | September 21, 2023 | October 19, 2023 | August 17, 2023   |
| November 16, 2023 | December 21, 2023  | January 18, 2024 | February 15, 2024 |
- City Council Minutes
20. \*Committee on Finance – May 14, 2024
21. \*City Council – May 14, 2024

**BULLETINS – NEWSLETTERS – NOTICES** – None

  
City Clerk

**OTHER POTENTIAL MATTERS TO BE ACTED UPON (if received):**

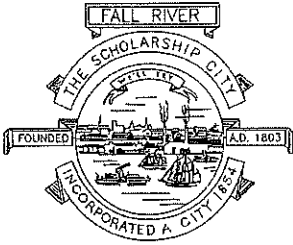
**COMMITTEE REPORTS**

Committee on Real Estate recommending action:

- Order requesting authorization for Mayor to transfer three (3) parcels of vacant land currently held as Tax Possessions to the Watuppa Water Board

Committee on Finance recommending action:

- Order requesting approval of a ten-year contract for the operation, maintenance, and management of the Wastewater Treatment Facilities and Collection Systems



City of Fall River  
Massachusetts  
Office of the Mayor

FINANCE 2

RECEIVED

2024 MAY -9 P 2:13

CITY CLERK  
FALL RIVER, MA

PAUL E. COOGAN  
Mayor

May 9, 2024

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

Dear Councilor President and Members of the Honorable Council:

Attached for your consideration please find a 10 year contract for the Operation, Maintenance and Management of the Wastewater Treatment Facilities and Collection Systems.

Thank you and as always, I am available for any questions or concerns you may have regarding this matter.

Sincerely,

Paul E. Coogan  
Mayor

PC/amos

CITY OF FALL RIVER  
IN CITY COUNCIL

MAY 14 2024

Referred to the  
Committee on Finance

ORDERED, that the Mayor, through the Sewer Commission be and the same is hereby authorized to enter into an Agreement for a term duration of ten years for the operation, maintenance and management of the Wastewater Treatment Facility, associated Pumping Stations and Collection Systems (sewer and storm water). Said term shall be July 1, 2024, through June 30, 2034.

CITY OF FALL RIVER  
IN CITY COUNCIL

MAY 14 2024

Referred to the  
Committee on Finance



**COMMUNITY UTILITIES -  
WATER - SEWER**  
CITY OF FALL RIVER

FINANCE 2



May 8, 2024

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

Dear Mayor Coogan:

It is respectfully requested that the award of a 10 year contract for Operation, Maintenance and Management of the Wastewater Treatment Facilities and Collection Systems with Inframark be forwarded to the City Council for approval as contracts greater than 3 years require their approval. This contract was received and approved by the Sewer Commission at its April 30, 2024 meeting. Inframark was the low bidder for the 10 year contract totaling \$88,153,549.00.

The current 10 year contract with Veolia North America for the Operation, Maintenance and Management (OM & M) of the Wastewater Treatment Facilities, pumping stations, sewer system, CSO facilities and storm water systems expires on June 30, 2014. As such, approval is required in a timely manner to allow for transition of operations.

As always, I am available for any questions or meetings as needed.

Sincerely,

Paul J. Ferland, EIT  
Administrator of Community Utilities

PJF/omc

**AGREEMENT**  
**for the**  
**OPERATIONS, MAINTENANCE, and MANAGEMENT SERVICES**  
**for the**  
**FALL RIVER WASTEWATER TREATMENT FACILITIES,**  
**PUMPING STATIONS,**  
**SEWER SYSTEMS, STORMWATER SYSTEMS,**  
**COMBINED SEWER OVERFLOW FACILITIES**  
**AND ALL RELATED ACTIVITIES**

THIS AGREEMENT made on this 1<sup>st</sup> day of July 2024, by and between:

The Fall River Sewer Commission (hereinafter "Owner") and Inframark LLC, a limited liability company organized and existing under the laws of the state of Texas, the Selected Contract Operator (hereinafter "SCO").

WHEREAS, the Owner owns the Fall River Wastewater Treatment Facility and seventeen (17) pumping stations, sewer systems, stormwater systems and CSO Facilities (hereinafter referred to as the "Project") as defined in Appendix B.

WHEREAS, the Owner has the authority under the laws of the Commonwealth of Massachusetts to enter into a professional services contract for the operation, maintenance and management of said Project;

WHEREAS, SCO, an independent contractor, is capable of and experienced in providing professional operations, maintenance and management services for said Project;

NOW, THEREFORE, in consideration of the mutual covenants and agreements, hereinafter set forth, the Owner and SCO agree as follows:

**1. PURPOSE**

The Owner agrees to engage SCO as an independent contractor to operate, maintain and manage the Project during the term of this Agreement.

**2. GENERAL**

- 2.1) Definitions of words or phrases used in this Agreement are contained in Appendix A.
- 2.2) All grounds, facilities, equipment and vehicles now owned by Owner, acquired by Owner, or acquired by SCO through the Project, shall remain the property of the Owner.
- 2.3) This Agreement shall be governed by and interpreted in accordance with

the laws of the Commonwealth of Massachusetts.

- 2.4) This Agreement shall be binding upon the successors and assigns of each of the parties, but SCO shall not assign this Agreement without the prior consent of the Owner.
- 2.5) All notices shall be in writing and shall be delivered in person or transmitted by certified or registered mail, return receipt requested.

Notices required to be given to the Owner shall be addressed to:

Paul J Ferland  
 Administrator of Community Utilities  
 Fall River Sewer Commission  
 One Government Center  
 Fall River, MA 02722

Notices required to be given to SCO shall be addressed to:

Name: Andy Appleton  
 Title: President  
 Company: Inframark LLC  
 Address: 2002 West Grand Parkway North  
 Suite 100  
 Katy, TX 77449

With a copy to:

Legal Department  
 Inframark LLC  
 2002 West Grand Parkway North  
 Suite 100  
 Katy, TX 77449

- 2.6) This Agreement, including Appendices, the invitation to bid and the SCO bid submittal is the entire Agreement between the parties.  
 This Agreement may be modified only by written agreement signed by both parties. Wherever used, the terms "SCO" and "Owner" shall include the respective officers, agents, directors, elected or appointed officials, and employees.
- 2.7) Should the existing Project Manager and/or the Assistant Project Manager refuse to accept their current positions, upon award of the contract the SCO, shall assign a designated Project Manager to Fall River 14 days prior to start-up.  
 The SCO Project Manager must be approved by the Administrator of Community



Utilities. The SCO Project Manager shall prepare a mobilization plan which will include a Project Support Team to be on site seven (7) days prior to start-up. The Project Support Team shall also be available and utilized by the SCO Project Manager on an "on-going, as needed" basis throughout the life of the Project. Expert skills represented on this team shall include facility management, all aspects of preventive and corrective maintenance, laboratory analysis and management, collection system maintenance, process control, industrial pretreatment, sludge processing and air pollution control, public relations, training, health and safety issues, biological and chemical assessment of process control issues, and other industry specialties.

The Project Support Team shall be a function of corporate overhead and shall not be included within the budgeted labor or expense accounts.

Following start-up, the Project Support Team shall confer as needed to:

- review Project performance, including a written report of findings as requested the Owner covering all aspects of the Project including financial, process control, energy conservation, etc.;
- evaluate and provide operational reports as to engineering studies, regulatory changes, facility upgrades and other Owner projects as requested;
- provide expert recommendations on all aspects of the Project with a major emphasis on facility maintenance.

- 2.8) The Monthly Discharge Monitoring Reports (DMR's) shall be signed jointly by the Owner and SCO. The Monthly Operation and Maintenance Forms shall be signed by SCO and copies will be sent to both the Owner and the Department of Environmental Protection (DEP). The SCO shall manage the conversion to e-filing for both the MA DEP and the EPA for all submittals. The SCO shall prepare all filings and the Owner shall certify as needed.
- 2.9) The SCO will inventory all equipment, furniture, tools, vehicles and spare parts, etc., by October 1, 2024. Said inventory shall be submitted to the Owner for review. Upon approval by the Owner, said inventory will become a part of this contract and attached as Appendix H. The SCO shall prepare an inventory every June 30 for the duration of the contract.
- 2.10) This Agreement recognizes and honors all terms, conditions and responses as requested in the Owner's Invitation to Bid and accepts this document as an out-growth of said Invitation to Bid as submitted by the SCO. The terms and conditions of Owner's Invitation to Bid is hereby incorporated herein and made a part hereof. The SCO shall be bound by the applicable goals, recommendations, and company quality as specified in their bid proposal. In the event of any conflict between the terms of this Agreement and the Invitation to Bid, the terms of this Agreement shall govern and control.

- 2.11) The SCO shall perform an internal audit related to the Project as needed or as requested by the Owner. The Project audit should evaluate performance factors related to: facilities and equipment, contract compliance, regulatory permit compliance, financial performance, personnel performance, chemical and utility efficiencies, technical ability, and other associated factors. The results of the internal audit shall be submitted in writing to the Owner within thirty (30) working days after the audit.

### 3. SCOPE OF SERVICES – SCO

The SCO shall:

- 3.1) Within design capacity and capability of the Project, manage, operate and maintain the Project so that effluent discharged from the Project meets the requirements specified in Appendix C and the Owner's NPDES Permits. SCO may alter the process and/or facilities to achieve the objectives of this Agreement; provided however, that no alteration shall be without Owner's written approval if the alteration shall cost in excess of Ten Thousand Dollars (\$10,000). Physical modifications which would affect plant operations must first be approved by the Department of Environmental Protection (DEP) in accordance with 314-CMR-12.00. The SCO will also provide all process control systems that will allow ready access to all process data and trends. Provide a Monthly Operations Report (MOR) by the last day of each month for the preceding month (i.e. July MOR is due August 31).
- 3.2) Provide management, administrative and expert analytical services in connection with the Owner's Industrial Pretreatment Program including sampling, monitoring, and preparation of required reports, as required. Current Significant Industrial Users (SIU) are listed in Appendix D. Results of all industrial sampling and testing shall be reported to the Owner in a timely manner. Said services shall be performed as needed and may encompass all testing parameters associated with the given instrumental and wet-chemical capabilities of the laboratory, and/or outside labs as needed. Further, the SCO shall, by September 1<sup>st</sup> of each year, prepare and submit three (3) copies of the Annual Industrial Pretreatment Report to the Owner.
- 3.3) Provide Owner with full documentation that preventive maintenance is being performed on all Owner's equipment in accordance with manufacturer's

recommendations utilizing a Maintenance Management System as approved by the Owner. The SCO will provide sufficient documentation in the Monthly Operating Report (MOR) that documents corrective and preventive maintenance. The SCO will provide an Annual Maintenance Report by August 1<sup>st</sup> of each year that summarizes the status of major equipment systems and the work performed on major equipment systems for the preceding fiscal year. The Annual Report shall also update the Capital Improvement Program (CIP) analysis each year and make recommendations for capital improvements for the coming year. A spare parts inventory shall also be provided. The Owner maintains the exclusive right to inspect these records at all times. The Owner maintains the exclusive right to request any type of maintenance report or update from the SCO at any time.

- 3.4) The Facilities/Stations Repairs and Replacement Budget is set at \$500,000 per year and must not be exceeded. Any funds not expended shall be reimbursed to the Owner at 100%. The SCO shall not exceed the Repairs and Replacement Budget. The Owner reserves the right to adjust the annual Facilities/Stations Repairs and Replacement Budget

The SCO accounts for and pays all costs and manages the Facilities to minimize the cost and maximize the optimal conditions at the Facilities. Again, the SCO shall not exceed the Facilities/Stations Repairs and Replacement Budget. There is no method for reimbursement for exceeding the Repairs and Replacement budget. In the event of a catastrophe the Owner and SCO can meet to discuss options. The SCO shall properly manage the account and provide a reasonable schedule for maintenance and continual improvement to the Facilities. Project labor costs shall not be included in this budget.

- 3.5) Provide the Owner with an accounting of repairs on a monthly and an as needed basis. The SCO will provide Owner with a detailed list of repairs within the MOR.
- 3.6) Provide a staff of fifty (50) qualified personnel, including management, administrative, operational, technical, maintenance, collection systems, laboratory and clerical who meet relevant State of Massachusetts requirements and certifications. Staff shall be experienced and properly licensed regarding wastewater treatment/collection system operations and maintenance and capable to operate and maintain the Owner's facilities. The SCO shall offer existing positions and negotiate fairly and equitably with all existing employees at the Owner's Facilities. The SCO shall offer comparable total compensation packages to all existing employees who were employed as of June 30, 2024, which includes wage rates equal to or greater than the existing wage rates. The Plant Manager, Assistant Plant Manager and all Supervisory Managers must maintain their

current positions at the Owner's Facility at the aforementioned wage and benefit requirements.

The SCO shall provide sufficient technical support and engineering expertise for the proper operation of the facilities. Engineering and technical support expertise shall be a function of the SCO corporate overhead and shall not be included within the labor and expense accounts.

The SCO shall submit to the Owner a staffing plan within 60 days of Project start-up in accordance with 314-CMR-12.00. The staffing plan will contain a complete list of all personnel individual certification levels and positions.

The staffing level (50) can be decreased only with written approval by the MA DEP and the Owner.

Any staffing adjustment decrease in personnel shall see 100% of wages, benefits and overtime returned to the Owner at the time of such staffing adjustment. In the event of a staffing adjustment increase, all specific wages, benefits, overtime, and associated overhead and profit shall be negotiated by SCO and Owner at the time of such staffing adjustment.

The facility staff (50) shall only conduct SCO work exclusively at the Owner's Project. The facility staff (50) shall not conduct work on or at other SCO projects such as, but not limited to; other facilities, O&M project review, evaluation, or start-up teams, project audits of all types, corporate support teams, etc.

The facility staff at the direction of the Owner shall assist other City Departments including but not limited to the Water Department including the Bioreserve, the Park Department and the Department of Community Maintenance.

All corporate or regional meetings, training or safety events, etc. may be attended as long as the facility staff is not depleted by more than 10% and all associated cost (airfare, lodging, meals, tuition, etc.) are a function of corporate overhead and are not included within the budget. Weekly time sheets of all staff personnel shall be submitted to the Owner when requested for verification of on-site presence upon request.

- 3.7) Operate and maintain the facilities over a 24-hour per/day, 7-day per/week period, under this Professional Services Agreement for Operations, Maintenance and Management. All pump stations shall be inspected at least daily. All requirements of 314 CMR 12.00 must be complied with.
- 3.8) Provide the Owner with a full accounting of all expenditures for the Project at intervals and in sufficient detail as may be determined by the Owner. Assist the Owner, as directed, in the preparation of annual operating budgets. Further, the SCO will

provide the Owner with a full financial disclosure of Direct Costs of the Fall River Project and allow the Owner to audit the Direct Costs at any time utilizing the Owner's staff or independent auditors. The cost of any independent audits required by the Owner will be borne by the Owner. In addition, the Owner, or duly authorized agent, may participate in any SCO internal operations audit process and shall be furnished a copy of the internal audit within thirty (30) working days after completion of said audit. Actual labor, materials, and other Direct Costs for the Project shall be accessible as determined by the Owner. This disclosure of expenditure details includes, individual salaries, benefits, and all the details of any budgetary line item. The Owner may request full disclosure of any budgetary line item at any time and the SCO shall supply said information in a reasonable time period.

- 3.9) Pay all costs incurred in Project operations.
- 3.10) Prepare the monthly Discharge Monitoring Reports (DMR's) that shall be jointly signed by the Owner and the SCO and prepare the Monthly Operation and Maintenance Forms that shall be signed by the SCO. The SCO shall manage all e-filings for MA DEP and EPA with the Owner certifying as needed.
- 3.11) Provide for the handling and disposal of screening, grit, sludge and any residuals from the Wastewater Treatment Facilities and/or collection systems. The hauling costs are defined as the Owner's cost and are further defined in Section 5.5.
- 3.12) Provide training for personnel in areas of operation, maintenance, safety, supervisory skills, laboratory, energy management, industrial pretreatment, operations, collection systems, GIS, SCADA, CSO monitoring and mechanical skills necessary in the efficient operation of the Fall River Facilities. The SCO will also implement a safety program and adhere to all portions of the program. All training activities will be documented in the Monthly Report to the Owner.
- 3.13) Perform and/or provide the necessary testing and laboratory analysis including all necessary effluent compliance testing, process control testing, gas chromatography, infrared spectroscopy, or any other testing parameters to comply with the NPDES Permit, optimize POTW performance, or to comply with requests of the Owner. Comply with any sampling/testing requirements including but not limited to those related to the CSO Court Order or Federal/State Agency requests/requirements as approved by the Owner.

Identify sources of industrial interference or pass through. Perform IPP and River sampling/testing programs. Perform periodic testing of sludge for compliance with 40-CFR-503 or other applicable regulations. Appendix I identifies minimum requirements in addition to NPDES and process control testing. All analytical techniques shall conform to the latest edition of Standard Methods for the Examination of Water and Wastewater and/or in accordance with current versions of the Standards contained in 40-CFR-136 of the Federal Register.

The testing associated with bioassays (i.e. currently Arbacia punctulata and Menidia beryllina) shall be subcontracted by the Owner and are not the responsibility of the SCO. The SCO will perform the sampling, mailing/delivery of samples to the subcontracted laboratory. The SCO is responsible for sampling/ delivery costs.

- 3.14) Maintain all manufacturer's warranties on new equipment purchased by Owner and assist Owner in enforcing existing equipment warranties and guarantees. The SCO shall utilize its technical expertise with the manufacturer's representatives and uphold all O&M manual requirements. The SCO shall provide technical recommendations as to equipment O&M and warranty/guarantees.

- 3.15) Provide twenty-four (24) hour per/day access to Project for Owner's personnel. Visits may be made at any time by any of Owner's agents, servants, employees, representatives, and independent contractors so designated by Owner's representative. Keys for Project shall be provided to the Owner by the SCO. All visitors to the Project shall comply with the SCO's operating and safety procedures.

All SCO visitors must receive approval from the SCO's senior on-site representative prior to commencing any site visits. The SCO will provide secretarial or administrative assistance as requested by the Owner's representatives.

- 3.16) Provide a septage monitoring and control program in accordance with the Owner's rules and regulations. Septage rules and requirements shall comply with 314-CMR-12.00 as well. All documentation and reporting procedures are mandatory and will be provided to Owner periodically as requested. Septage receiving forms and summary list of daily septage volumes received shall be delivered to the Sewer Commission office for billing at least weekly. A septage monitoring, handling and control program is to be submitted for Owner's approval by October 1, 2024. Said plan shall be continually reviewed as to program results and adjusted as necessary with the Owner's approval.

- 3.17) At SCO discretion, provide a performance bond or guaranteed letter of credit equal to the full value of the yearly compensation for each year of the Agreement. The bond or guaranteed letter of credit shall be provided on an annual basis and the liability to the Surety for each period shall not be cumulative. The bond or guaranteed letter of credit for each year shall be provided by a duly qualified entity approved by the Owner.

- 3.18) Operate all facilities such that odor and noise shall be effectively controlled and

that no disruption of adjacent neighborhoods shall result. Deal in a professional manner with community groups concerned with odors or any other facets of operation. Implement a community awareness program, with the approval of the Owner to keep the City and the neighbors informed of the facility's status.

- 3.19) Comply with the requirements of Owner regarding affirmative action provisions for minority hiring.
- 3.20) Snow removal resources, i.e.; Project vehicles, drivers and sector leaders shall be provided as requested during public emergencies for snow and ice maintenance throughout the City. Said services shall provide for snow and ice maintenance services throughout the City as requested by the Department of Community Maintenance (DCM) and approved by the Sewer Division. The SCO shall have no liability for any claims, damages or causes of action arising out of or related to such services (snow and ice maintenance in assistance to the DCM), or the performance or non performance of snow plowing except to the extent that such claims, damages or causes of action arise solely as the result of the willful misconduct and or negligence of the SCO in providing said services. The SCO must first assure that the minimum staffing level for each shift for the Wastewater Treatment Facilities is complied with before utilizing staff resources to assist the DCM. The direct costs for assistance to the DCM for snow and ice maintenance shall be accounted for separately and a separate invoice shall be prepared by the SCO for reimbursement by the DCM. Said invoice shall be submitted to the Owner who shall coordinate payment by the DCM.
- 3.21) The costs for snow removal and ice management at the Wastewater Treatment Facilities, pumping stations, CSO facilities, collection systems, etc. is the responsibility of the SCO.
- 3.22) Provide to the Owner an inventory of chemicals, fuels and lubricants on hand when the SCO commences services. The Owner will be responsible for providing all major chemicals to the Project and will keep adequate inventories on hand to meet the Project requirements provided that the SCO provides Owner adequate notification of chemical needs. The process chemicals to be provided by the Owner include, lime, polymer, potassium permanganate, sodium hypochlorite, sodium hydroxide, sodium bisulfite, dry granular deodorants, liquid deodorants and liquid oxygen.

Other chemicals, fuels and lubricants will be provided by the SCO.

If the SCO orders chemical without or in excess of an approved chemical contract, City purchase order, or direct approval from the Administrator of Community Utilities, then the SCO will be responsible for said costs.

- 3.23) Provide to the Owner a projection of chemical use by December 15th of each year

for the following fiscal year. The SCO will make all efforts to minimize chemical use while maximizing odor control and NPDES compliance. The SCO shall document efforts to minimize chemical use and provide continued expert technical assistance on projected chemical use.

- 3.24) Require employees to wear appropriate attire and safety equipment in accordance with industry standards. Personal protective equipment such as hard hats must be worn throughout the Facilities by all employees and visitors as per OSHA Regulations and Industry Standards.
- 3.25) Provide technical support expertise and direction on process control, collections systems, industrial pretreatment, industrial wastewater, maintenance, management, wet weather management and computer applications required to ensure compliance with the terms of this Agreement, the NPDES Permits and any applicable federal, state and local regulations.
- 3.26) Provide for functional and aesthetical appearance for buildings, grounds, structures and equipment. Efforts must be maximized to improve the facilities appearance on an ongoing basis. The SCO shall provide an ongoing computerized facility painting program for all buildings and structures both external and internal. All facility equipment shall be included ranging from catwalks and rake arms to pumps, motors, and controllers. Proper industrial standards for surface preparation and coatings shall apply.
- 3.27) Utilize local purchasing, banking and labor to the greatest extent possible. Give hiring preference to duly qualified and licensed Fall River residents.
- 3.28) Provide annually by December 15th a submittal of a detailed budget for the upcoming fiscal year period. This budget shall present the operations and maintenance budget, natural gas and electrical budgets, residual disposal and handling cost projection, collection systems O&M and the chemical budget projections.
- 3.29) Provide and maintain well documented and reliable records of operations, Collection systems maintenance, Facility maintenance, safety, training, personnel, financial, significant events, and chemical and power consumption values. These components will be summarized in a Monthly Operations Report and provided to the Owner. All regulatory reports will be in accordance with required standards. An annual inventory for audit purposes must be completed by the SCO every June 30.
- 3.30) Provide computerized programs for maintenance management, financial control,



inventory control, collection systems management, CSO flow monitors, CSO Notification GIS, process control, and others that may be utilized on the Project. If such programs are purchased by the SCO for exclusive use at the Project, such programs shall become the property of the Owner, to the extent permissible by any contractual documents for such programs. For all other programs, all records compiled by SCO in such programs with information and material gathered when performing this Agreement are the property of the Owner.

- 3.31) Provide all tools, materials, vehicles, computers and equipment purchased by funds charged to the Project to the Owner as his sole and exclusive property at the end of the SCO's involvement with the operation and maintenance of the Project.
- 3.32) Provide proper wastewater industry accepted security for the Project and maintain appropriate control of all security devices.
- 3.33) Capital Improvements are defined as new equipment or repairs to existing equipment or structures costing in excess of \$50,000. All other repairs must be assigned to the repairs line item as denoted in Section 3.4.

The funds for the Capital Outlay Program are budgeted in Owner's budget and are not represented in the Costs presented in Article 5.1 or 5.2.

Any recommended SCO Capital Improvement request reasonably necessary to provide assigned duties hereunder in accordance with this Agreement shall consist of a work

order authorization, technical specifications and requirements, a minimum of three (3) quotations, substantial justification and documentation, scope of purpose, specific delineation of total cost, i.e. required parts, materials, labor, services, and fees. All recommended SCO Capital Improvement item requests shall be accompanied by the respective equipment history file.

Denial of funding of a Capital Improvement request submitted by SCO is not a just cause for exculpating the SCO from any of the assigned responsibilities or duties. However, if the SCO cannot meet the requirements of the Agreement due to a denial of funding of a Capital Improvement reasonably necessary to provide assigned duties hereunder in accordance with this Agreement, the SCO shall not be responsible for any loss damage or liability arising from the denial of said Capital Improvement. The SCO must not defer any preventive or corrective maintenance to cause a condition to elevate above the cost threshold for Capital Improvements classification.

- 3.34) A separate budget shall be maintained by the Owner exclusively for the Capital Outlay Program. At the Owner's request, the SCO shall provide a Capital Improvements priority ranking list which must be compatible with the Owner's budget. As requested, the SCO shall assure that all cost be exactly represented.

With the Owner's written approval, the SCO shall implement said capital improvement and shall be reimbursed by the Owner. The Owner retains the right to bid such items separately.

- 3.35) Comply with all of the requirements of 314-CMR-12.00, Rules and Regulations for the Operation and Maintenance of Wastewater Treatment Facilities and all other applicable rules and regulations.
- 3.36) The SCO shall develop an intern program. The SCO will allow and provide liability coverage for up to a maximum of three  
(3) interns that may be utilized at the Project via the Bristol County Training Consortium, Bristol Community College, the University of Massachusetts, Dartmouth, or any other source as approved by the Owner. The SCO will participate in training and encourage such internships in association with the Owner.
- 3.365) The SCO shall submit a Daily Operation System Report via email to the Sewer Commission staff consistent with past formats or changed as mutually agreed upon

## COLLECTION SYSTEMS

- 3.37 The OWNER owns and currently operates a wastewater collection system comprised of approximately two hundred plus (200+) miles of sewer lines ranging in diameter from Six (6) inches to Ninety-Six (96) inches, including roughly Six Thousand plus (6,000+) catch basins and Six Thousand plus (6,000+) manholes. Approximately Seventy-Five (75) percent of the total system is comprised of combined sewers. Additionally, the CSO System currently is comprised of over Three (3) miles of 20 foot diameter deep rock Tunnel, connecting tunnels, drop shafts, diversion boxes, junction boxes, gates and controllers and are a significant part of the Wastewater Collection System. The separated stormwater systems include 100 miles of pipes, culverts, swales and detention basins.
- 3.38 The Owner desires SCO to provide professional operation, maintenance and management (OM&M) on a best efforts basis of said wastewater, CSO and stormwater collection systems.
- 3.39 SCO shall use its best efforts to provide OM&M of Owner's collection system. SCO shall include the Collection Systems staff as a component of the operation and maintenance plan and issue work orders to the crew and oversee their activities.

The following are the minimal requirements for OM&M of the collection system:

- a.) Twenty-four (24) hour emergency response and resolution to any related

collection system problem.

- b.) Systematic Collection System Inspection(s) including, periodic inspection(s) of all CSO structures, and inspection/approval of new connections of the system.
- c.) Preventive maintenance. Comply with CMOM requirements.
- d.) Corrective maintenance. Repair and troubleshooting any collection system issue.
- e.) Management, update and continual review and update of the GIS Sewer and Storm Master Plan, including field investigations to record and add sewer or drainage systems to the GIS.

Coordinate with the Owner on GIS data management. Update sewer service card information to the City database in coordination with the City Engineering Department.

- f.) Use and continued implementation of a computerized management system for scheduling of activities and historical recording of activities. The system must be approved by the owner and provide the owner with ability to use the system with a minimum of 5 seats
- g.) Management of existing and future CSO flow monitors and preparation/ submittal of monthly CSO flow reports to the Owner. Complete flow reports and data analysis shall be due on the 30<sup>th</sup> following completion of the month.
- h.) Integration of software systems and investigate the improvements of SCADA System to integrate wet-weather flow management of the collection systems.

- 3.40 All SCO employees assigned by SCO to the Collection System will possess licenses necessary to operate the equipment required. Additionally, all individuals shall obtain and keep current, a Massachusetts Voluntary Collection System license. This crew will be supervised by SCO under the general oversight of the Fall River Sewer Commission staff.
- 3.41 Collection system overtime shall be included in the normal personnel costs.
- 3.42 Normal operating hours for repair and maintenance of the collection shall be, Seven days per/week, Twenty Four hours per day. SCO may use existing, on-site, off-shift personnel to respond to initial complaints, to assess whether there is a need to call in additional personnel for corrective action.
- 3.43 SCO shall manage response to emergency callouts. Customer complaints will be received at the Fall River Wastewater Treatment Facility which is manned Twenty-

Four 24/hours per/day. All calls shall be properly documented in written fashion and delineated in the MOR including; name, address, problem and resolution. SCO employees shall respond within One and One-half (1-1/2) hours or sooner if possible from the time the emergency customer complaint is received.

- 3.44 SCO shall schedule and supervise cleaning and acoustic inspection of all gravity sewer lines within the requirements of all Gravity sewer lines at least once in every Ten (10) year period. Those sewer lines subject to excessive sedimentation or other problems shall be cleaned as needed. Recommendations will be made to the OWNER on major rehabilitation as necessary. A computerized schedule delineating the specific lines to be cleaned in each year, shall be prepared by SCO, approved by the Owner.
- 3.45 The Collection System staff will perform pump station wet-well cleaning as needed. Daily inspection of pumping station shall be conducted as assigned.
- 3.46 During the cold months, when routine line cleaning is not feasible, the crew will perform preventive maintenance on the collection system equipment, as well as assist with projects at the Wastewater Treatment Facility. Emergency callouts will be performed according to Section 3.43 herein regardless of weather conditions subject to proper safety procedures and reasonable industry practice.
- 3.47 SCO shall maintain a minimal annual budget of One Hundred Fifty Thousand dollars (\$150,000) to be utilized exclusively for maintenance and repair of the Collection System. The Cost will be accounted for and reported to the Owner monthly in the MOR. SCO shall notify the Owner when Eighty percent (80%) of said budget has been expended. SCO must obtain written permission from the Owner to exceed this budget. Said written permission must have an upper limit amount. The Owner shall reimburse SCO for its actual cost for Collection System Infrastructure Improvement as approved by the Owner, but not exceeding the upper limit approved in writing. SCO shall make every reasonable effort to stay within the limits of this budget and at the end of each fiscal year One Hundred percent (100%) of the unexpended funds shall be refunded by SCO to the owner. If the cost of this budget is exceeded, further reference is made to Section 3.51. Project labor costs cannot be included in this line item.

This is not subject to the Capital Improvement definition defined in Section 3.33 of this Agreement due to the budgetary control noted in this Section for the Collection System, Maintenance and Repair Budget. Capital Improvements may be approved and paid for separately at the discretion of the OWNER otherwise, Collection System Maintenance and Repair costs shall be assigned to said budget as defined in this Section.

- 3.48 Emergency repair shall be defined as repairs beyond the normal resources and capability of the collection system O&M crew, such as collapsed or crushed sewer lines. Costs will be controlled as delineated in Section 3.47 within the Collection

System Maintenance and Repair Budget. SCO will provide the initial response and written recommendation. If such an emergency repair is necessary to prevent personal property or other damage, and the Collection Systems Maintenance and Repair Budget will be exceeded due to such an event, will use its best efforts to obtain prior written approval from the OWNER. If such a condition occurs, then SCO will cause such emergency repairs to be completed and will obtain the Owner's written approval as soon as reasonably possible.

Emergency repairs beyond normal maintenance that require excavation shall be addressed, with the approval of the OWNER as follows, in order of priority, with Option 1 being the most desirable approach.

Option 1: Repaired by SCO or its subcontractor with cost addressed from the Maintenance and Repair Budget as delineated in 3.47. If subcontractors are used SCO shall give preference to local contractors and rotate the work among contractors approved by the Owner.

Option 2: Repaired directly by City personnel or subcontractors. No cost responsibility for SCO.

- 3.49 Annual requirements for catch basin cleaning will be One Thousand Seven Hundred (1,700) per/year utilizing the available Collection System OM&M labor force. Condition of each catch basin shall be documented and location shall be added to the GIS Master Plan. Number and location of catch basins cleaned, as well as an estimate of cubic yards of debris removed, shall be delineated monthly in the MOR. There are, estimated to be Six Thousand (6,000) catch basins of varying age, condition and design. SCO shall perform maintenance and repair to catch basins and assure the proper ventilation controls are in place. SCO shall rebuild at least Fifty (50) catch basins per/year utilizing SCO labor and/or subcontractors with funds identified for maintenance and repair, as delineated in Section 3.47 and SCO shall submit a list of the designated catch basins to be rebuilt to the OWNER for final approval by the OWNER.
- 3.50 It is understood and agreed that Owner's Collection System may experience problems due to design or related failure, or misuse of the facilities by its customers or members of the general public. Water and/or wastewater backups may occur into residences, buildings, commercial facilities and other areas and that it is the Owner's responsibility to enforce Owner's ordinances related to use of the sanitary sewers. In these instances SCO shall be responsible for exerting its best efforts to minimize any problems and reduce Owner's financial exposure. Nothing herein shall relieve SCO for its liability in situations where it is shown to be negligent.
- 3.51 As denoted herein, budgetary exceedences for Collection Systems Maintenance and Repair (Section 3.47) and Police Details (Section 5.6) shall be paid for by the OWNER provided SCO has obtained written permission from the OWNER. SCO shall provide best effort management to stay within the budgets denoted herein.

All funds not expended in a fiscal year in the aforementioned account shall be returned by SCO to the OWNER.

- 3.52 Priority areas of maintenance include the protection of residences and businesses from service interruptions and the proper operation of the combined sewer overflow structures to assure that dry-weather overflow does not occur and to minimize wet-weather overflow. SCO shall work cooperatively with the Owner and the Owner's CSO Engineer to develop maintenance plans that optimize collection system efficiency and minimize CSO flows. This shall include compliance with Regulatory required "Nine Minimum Control and CMOM" Standards.
- 3.53 SCO shall implement and maintain a proper Safety Program for Collection System personnel.
- 3.54 SCO shall implement and maintain a proper training program for SCO personnel.
- 3.55 The existing Collection System equipment shall be available to SCO for use and housing at the Treatment Facility. The City shall maintain insurance and shall retain ownership of said equipment and any equipment purchased by SCO by funds charged to the Project under this contract and shall remain the property of the OWNER. SCO shall assume responsibility for the repair and maintenance of the Owner's equipment to the satisfaction of the Owner.
- 3.66 The SCO shall maintain all existing and future CSO flow monitors within the collection system. The SCO shall prepare and submit monthly CSO flow reports by the 30<sup>th</sup> of the month for the preceding month. Said CSO reports shall be consistent with report formats in 2023 unless approved otherwise by Owner.
- 3.67 The SCO shall submit a Daily Collection System Report via e mail to the Sewer Commission staff consistent with past report formats or changed as mutually agreed upon.
- 3.68 The SCO shall maintain the existing rain gauge and data collection system. The SCO shall use said data for the CSO monthly reports and any other related reports. The SCO shall have rain data to 15 minute increments from said rain gauge available to the Owner as needed. Immediate needs generally are related to significant storms to explain flooding events, CSO activations, river and bay testing programs, etc.
- 3.69 The SCO shall operate maintain the existing Cove Street CSO Screening and Disinfection Facility and the President Avenue Screening and Disinfection Facility. This shall include all O&M of equipment and facilities; emergency response for storm operations; monitoring and testing all needed parameters including but not limited to chlorine residual, flow, fecal coliform bacteria, Enterococci, nitrogen during facility operations. Shoreline and river sampling by boat in accordance with agreed schedules as well shall be performed by the SCO.

If Screening and Disinfection Facilities are constructed for the City Pier and Alton Street CSO's then they shall be included as well.

- 3.70 The SCO shall maintain all NPDES permits including the current and future stormwater NPDES. The SCO shall be responsible with the annual reporting requirement in the permit.
- 3.71 The SCO shall maintain and update the sewer and stormwater GIS layers. For system data that is not on said layers the SCO shall continue to review plans and collect field data to apply and update the GIS system. The SCO shall coordinate the efforts with the Owner.
- 3.72 The SCO shall maintain and update the sewer connection card database. For system data that is not on said layers the SCO shall continue to review plans and collect field data to apply and update said database. The SCO shall coordinate the efforts with the Owner.
- 3.73 The SCO shall maintain and replace as needed protective bars on Bradley head catch basins as installed in the collection system. The SCO shall install additional Bradley head bars as requested. Bradley head inlet openings that exceed six inches in height shall have said bars installed for safety purposes.
- 3.74 The SCO shall stencil catch basins with environmental restrictions as directed by the Owner for public educational purposes. A goal of 50 basins per year shall be a guide.

#### 4. SCOPE OF SERVICE – OWNER

Owner shall:

- 4.1) Review recommended SCO Capital Improvements, and when compatible budgeted funds are available; Owner may provide funding. Capital Improvements are those repairs or replacements costing in excess of \$50,000.

The Owner is not required to carry a Capital Outlay Program Budget. Lack of said budget does not exculpate the SCO from its responsibilities.

- 4.2) Pay all property, franchise or other taxes associated with the Project.
- 4.3) Provide all Registry of Motor Vehicle registrations and insurance for Vehicles used in connection with the Project.

- 4.4) Provide for SCO's use, all vehicles and equipment presently owned at the Project, including the vehicles described in Appendix F.
- 4.5) Assist the SCO in the verification of the chemicals inventory and maintain adequate stock on hand as referenced in Article 3.22.
- 4.7 Maintain all easements that have been granted to OWNER, and obtain additional easements that may be necessary for SCO to perform the services as outlined in this Agreement.
- 4.8 Provide for SCO use, Owner's equipment presently in use for the services provided for in this Agreement.
- 4.9 Upon request of SCO uncover and/or bring manholes up-to-grade. SCO will provide these services at the Owner's request and assign said cost to the Collection System Maintenance Repair Budget.
- 4.10 Enforce Sewer Ordinances.
- 4.11 Make all existing collection system maps, records, GIS sewer overlay, and other information available to SCO.
- 4.12 Retain ownership of all material removed by SCO from the collection system. Costs associated with the disposal of said material shall be assigned to Section 5.5 of Agreement. SCO shall manage and properly dispose of said material at sites approved by the OWNER. SCO shall provide advice and assistance to OWNER in locating and identifying sites and disposal costs therein.
- 4.13 Continue permit program regarding new connections to the system. Applicants are responsible for the cost to connect to the system. SCO shall provide assistance regarding inspection of said connections following Owner's protocol, but shall not incur liability whatsoever for the result of the connection

## 5. COMPENSATION

- 5.1) Owner shall pay to the SCO as compensation (fixed fee) for services performed under this Agreement, the "base fee" as defined under Appendix A, Section A.10 of this document:

Year 1	7/01/24 – 6/30/25	\$7,325,718
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Year 2	7/01/25 – 6/30/26	\$7,618,747
Year 3	7/01/26 – 6/30/27	\$7,923,497
Year 4	7/01/27 – 6/30/28	\$8,319,672
Year 5	7/01/28 – 6/30/29	\$8,610,860
Year 6	7/01/29 – 6/30/30	\$8,912,240
Year 7	7/01/30 – 6/30/31	\$9,357,853
Year 8	7/01/31 – 6/30/32	\$9,685,377
Year 9	7/01/32 – 6/30/33	\$10,024,366
Year 10	7/01/33 – 6/30/34	\$10,375,218

- 5.2) If actual total cost is less than the not to exceed fixed fees in Sections 3.4, 3.47, 5.3, 5.4, 5.5 and 5.6 for any year, then at the Owner's discretion, the SCO will either roll the amount over into the next fiscal year or rebate to the Owner one-hundred percent (100%) of the difference provided that such rebate amount in any annual period shall not exceed 20% of the fixed amount in the annual period. Should it appear evident that actual total cost will be less than the not to exceed fixed fee for any given year, Owner and SCO shall confer to assure proper investment into the Treatment Facility during said period. The SCO will be responsible for any cost that is greater than the fixed fee except as delineated in Sections 3.4, 3.47, 5.3, 5.4, 5.5 and 5.6. All budgeted line item values as delineated in Appendix E shall be tracked in the Monthly Report and upon Owner's request, the SCO shall provide the exact invoicing associated with each line item.
- 5.3) Electrical, natural gas, water usage, sewer usage and stormwater costs associated with the operation and maintenance of the Wastewater Treatment Facilities, pumping stations, collection systems and CSO systems shall be paid by the Owner.

The SCO is required to manage all facilities to minimize cost and usage while maintaining optimal conditions at all times. Items such as electrical/natural gas/water readings and utilization, accounting for unit of measurement rate and collation to actual invoice, maintaining equipment and process control systems to produce the greatest effectiveness for the most minimal cost, conservation, maximization of efficiency while minimizing cost of operation, and preventing peak demand occurrences are central criteria. The SCO shall provide cost estimates for the utilities by December 15<sup>th</sup> for the following fiscal year. The SCO shall include in the Monthly Operating Report the electrical and natural gas usage and cost for each month at each location.

For the Owner's FY 2024, the electrical budget is \$1,650,000 and the natural gas budget is \$70,000. Electrical and natural gas budgets may be adjusted by the Owner.

- 5.4) All major process chemicals are bid, accounted for, and budgeted by the Owner. This account is not included in the OM&M Contract. The Owner's FY 2024 chemical budget is \$844,188. The chemical budget may be adjusted by the Owner. The SCO shall provide projected cost estimates by December 15<sup>th</sup> of each year for the following fiscal year.

The SCO is required to order chemicals as needed under the approved chemical contracts, account for the dose, demand, volume, and cost of chemicals used, and manage the use of chemicals to maximize odor control and process control efficiency and minimize cost.

If the SCO orders chemical without or in excess of an approved chemical contract, City purchase order, or direct approval from the Administrator of Community Utilities, then the SCO will be responsible for said costs.

- 5.5) Contract hauling and residual disposal costs are those associated with the transfer and disposal of all Treatment Plant, Pumping Station and Collection System residuals: grit, scum, trash, sludge (liquid or solid), screenings, catch basin debris and sewer/drain system debris. During the first Agreement year and beyond if the Owner feels that it is in its best interest and upon agreement by the SCO, all contract hauling costs and residual disposal costs are contracted, purchased and accounted for by the SCO. The SCO accounts for and pays all costs and manages the residuals program to minimize the cost and maximize optimal odor control, sludge inventory, collection system efficiencies and cleanliness of the facilities. With assistance from the SCO, the Owner will procure for contract hauling and residual disposal services to begin on or before contract year 2, unless otherwise agreed upon by the Parties.

The SCO is required to manage and coordinate all activities related with the residuals program such as, but not limited to filling and handling containers, trucks and dumpsters; accounting for volumes and amounts and verification of invoices/receiving slips; minimize the cost and maximize optimal odor control; maintain proper sludge inventory; operate solids handling processes to produce the most cost efficient handling and disposal method; maintain cleanliness of facilities; schedule hauling, handling and transportation needs with multiple vendors; manage/comply with transportation manifests and residuals testing; etc. Sludge may be disposed of as sludge cake or liquid sludge as needed.

For the first Agreement year, the Contract Hauling and Residual Disposal Budget is currently set at \$2,631,701 for FY 2024. The SCO will provide a separate invoice to the Owner on a monthly basis that will include all the backup detail required by the Owner and Owner shall pay such invoices as set forth in Section 6.1 of this Agreement. After the first Agreement year, Owner shall directly pay for all costs related to the residuals program set forth in this Section 5.5, unless otherwise agreed to by the Parties.

Costs shall be accounted for and reported to the Owner monthly in the MOR (Monthly Operating Report). The SCO shall notify the Owner when 80% of said budget has been expended. The SCO must receive written permission to exceed this budget. Said written permission must have an upper limit amount. The Owner shall reimburse the SCO for its actual cost as approved by the Owner above the original budget, but not exceeding the upper limit as approved. The SCO shall make every reasonable attempt to stay within the limits of this budget.

This cost will be included as a component of the ultimate contract, but is not included in the bid price as it is fixed by the Owner. The Owner retains the right to adjust this fixed cost as needed.

Significant changes to sludge hauling practices and procedures must be approved by the Owner. The Owner is aware of the continuing regulations that may change residuals management and disposal practices. As such this budget item could change significantly in future years.

The SCO shall provide projected cost estimates for all residuals disposal costs on annual basis by December 15th for budget purposes or as requested by the Owner. The SCO shall properly manage sludge disposal, i.e. liquid vs. sludge cake (or any combination which yields the greatest cost savings).

- 5.6 SCO shall maintain a minimal annual budget of Twenty Thousand dollars (\$20,000) for Police Details. Cost will be accounted for and reported to the Owner monthly in the MOR. SCO shall notify the Owner when Eighty percent (80%) of said budget has been expended. SCO must obtain written permission from the Owner to exceed this budget. Said written permission must have an upper limit amount. The Owner shall reimburse SCO for its actual cost for Police Details as approved by the Owner, but not exceeding the upper limit approved in writing. SCO will make every reasonable effort to stay within the limits of this budget and at the end of each fiscal year; One Hundred percent (100%) of the remaining funds shall be refunded by SCO to the Owner. If the cost of this budget is exceeded, further reference is made to Section 3.51.

## **6. PAYMENT OF COMPENSATION**

- 6.1) One-Twelfth (1/12) of the base fee for the current year shall be due and payable on the fifteenth (15<sup>th</sup>) of the month for each month that services are provided. Proper invoicing must be received by the fifteenth (15<sup>th</sup>) of the previous month to ensure payment of invoices(s) within 30-days after receipt. A value of (1/12) of the base fee shall be used for all subsequent years of the Agreement.

- 6.2) Any monies arising from savings described herein will be paid to Owner within sixty (60) days after the end of each Agreement year. Said payment may be as a credit on the next invoice; check to the Sewer Commission, or as a reinvestment/purchase for equipment or improvements at the Facilities as approved by the Owner.
- 6.3) Any disputes regarding invoices shall be raised, in writing setting forth sufficient detail regarding the nature of the dispute, within thirty (30) days from receipt of said invoice by Owner. If Owner has a dispute with any charges, all undisputed charges on said invoice(s) will be due in accordance with the above times and the Parties shall negotiate in good faith to resolve any such dispute in a timely manner.

## 7. INDEMNITY, LIABILITY & INSURANCE

- 7.1) The SCO agrees to indemnify and hold harmless the Owner, its elective and appointive officers and employees from any liability for claims, damages, expenses, legal fees, or judgement related to bodily injury, wrongful death, or property damages, which are caused by, or arises from the negligence of the SCO. The Owner agrees to indemnify and hold harmless the SCO, its officers and employees from all liability from third party claims, damages, expenses, legal fees, or judgment related to bodily injury, wrongful death, or property damages which are caused by, or arise from the negligence of Owner.

In the event that the SCO, the Owner, or any outside party are negligent and the negligence of either or all is the proximate cause of such claim for damages, then in such event, each party will be responsible for the portion of the liability or damages resulting therefrom equal to such party's comparative share of the total negligence.

The SCO, its employees, subcontractors and agents, shall not be responsible for any liability for damage or claims, for damage for personal injury including death, as well as for claims for property damage that may arise from any failure of the facilities for reasons which are beyond the control of, or which were not caused by the negligence of the SCO, its employees, subcontractors and agents, including blockages or ruptures of the collection system; for any claims that may arise from the discharge, dispersal, release or escape from the treatment facilities and flow into or upon land, the atmosphere or any water course or body of water and are beyond the control or were not caused by the negligence of the SCO, its employees, subcontractors and agents. Failure of equipment or facilities within the control of the SCO shall not be deemed beyond the control of the SCO.

- 7.2) The SCO shall be liable for the payment of fines and/or civil penalties levied against the SCO and/or the Owner by any regulatory agency

having jurisdiction as a result of failure to comply with the terms and conditions of any duly authorized permit, court order, administrative order, law, statute, ordinance, etc., for reasons resulting from the SCO's action or lack of action during the period of the contract.

- 7.3) The SCO shall obtain and maintain insurance coverage of a type and in the amounts described in Appendix G. The SCO shall name the Owner as an additional insured on all insurance policies covering the Project and shall provide the Owner with satisfactory proof of insurance.
- 7.4) SCO shall not be liable for any liabilities, losses, damages, expenses, fines, or penalties incurred by the Owner or any third party as a result of a data security breach or other cyber security breach related to the Project or the Owner's computer systems, operating systems, and all other technological or information systems related to the Project and services provided hereunder, except to the extent such liability, loss, damage, expense, fine, or penalty is the direct result of SCO's willful or negligent acts or omissions.
- 7.5) The parties acknowledge that a change in federal, state, or other local law, statute, ordinance, rule or regulation or amendment or an order or judgment of any federal, state, or local court, administrative agency or other governmental body containing interpretations thereto that is different from those existing on the date this Agreement is executed by ("Change in Law") may affect compliance with SCO's obligations hereunder or impose more stringent requirements relating to equipment or processes than those established at the time of executing this Agreement. In the event that a Change in Law occurs imposes such obligations or requirements that cannot be met based on the current capabilities of the facilities, SCO shall not be responsible for compliance therewith or for any fines, penalties, or other damage of whatever kind and Owner shall indemnify, defend, and hold SCO harmless from same. If such a Change in Law increases SCO's costs in providing the services hereunder, the parties shall discuss an equitable adjustment to the Base Fee. SCO shall make reasonable good faith effort so comply with any such more stringent requirements relating to equipment or processes resulting from a Change in Law.
- 7.6) Notwithstanding any provision to the contrary contained in this Agreement, in no event shall either party be liable, either directly or indirectly, for any special, punitive, indirect and/or consequential damages, including damages attributable to loss of use, loss of income or loss of profit, even if such party has been advised of the possibility of such damages. In the event that claims(s) raised by Owner against the SCO on account of this Agreement, or on account of the services performed hereunder including claims by Owner for indemnification under Section 7.1, is/are covered under SCO's insurance policies required of the SCO hereunder, SCO shall not be responsible to Owner for any loss, damage or liability beyond the amounts contractually required hereunder and actually paid pursuant to the limits and conditions of such insurance policies. With respect to

any causes of action and/or claims raised against the SCO by Owner that are not covered by the insurance policies required hereunder, including claims by Owner for indemnification, SCO's liability to Owner shall not exceed an aggregate amount equal to three times the Base Fee in effect during the year in which such cause of action and/or claim is raised. The limitations set forth herein shall not apply to claims for arising from SCO's gross negligence or intentional misconduct.

- 7.7) In the event of any disputes, the parties shall first attempt to resolve the situation by good faith discussions which shall take place in a timely manner. If the dispute cannot be resolved within sixty (60) days, the parties shall mediate their dispute before a mediator acceptable to both parties, if they cannot agree, they shall ask the Director of the Federal Mediation and Conciliation Service to nominate a mediator. The parties shall bear their own costs of the mediation but the parties shall share equally the costs of the mediator and the mediation facilities. If the parties are unable to resolve any disputes in accordance with good faith discussions or mediation, either party may request that such dispute be submitted for binding arbitration, which shall be governed by the rules of the American Arbitration Association or such other rules as the parties may agree. The parties agree that any judgment issued as a result of arbitration may be entered in the court having jurisdiction thereof. The parties agree that arbitration shall be the exclusive means to settle any dispute, controversy or claim arising out of this Agreement.

## 8. TERM & TERMINATION: DEFAULT REMEDIES

- 8.1) The term of this Agreement shall be ten (10) years commencing on July 1, 2024 and terminating on June 30, 2034, unless terminated earlier by the Owner for convenience without cause; cause; significant labor unrest; uncontrollable circumstances or unacceptable performance by the SCO. In the event of termination f by the Owner without cause, the SCO at the Owner's request shall continue to provide the operations staff for a period of time to be determined by the Owner, but in any event, not to be less than 90-days or exceed 180-days beyond the date of termination, and compensation for said services shall be consistent with Article 6.1 of this document. The Owner and the SCO may agree on an additional period of time exceeding said 180-day period upon the same terms and conditions.
- 8.2) Either party may terminate this Agreement for a material breach of the Agreement by the other party upon giving written notice of said breach. A material breach shall include, without limiting the generality of same, negligent facilities operation and maintenance, health and safety violations, violations of applicable local, State and Federal rules, regulations and laws, including and without limiting the generality of same, 314-CMR-12 et seq. as amended or supplemented from time-to-time, and violations of the terms and conditions contained within this contract. Either party may terminate this Agreement for a non-material breach of the Agreement by the other

party after giving written notice of breach allowing the other party thirty (30) days to correct the breach. In either event, upon termination of the contract by the Owner, the SCO at the Owner's request shall continue to provide the operations staff for a period of time to be determined by the Owner, but in any event, not to exceed 180-days beyond the date of termination, and compensation for said services shall be consistent with Article 6.1 of this document. The Owner and the SCO may agree on an additional period of time exceeding said 180-day period upon the same terms and conditions.

Costs for such continued service shall be at the same monthly rate as previously invoiced. Non-payment of any sum due the SCO shall not be a material breach of contract, but shall be defined as a non-material breach.

- 8.3) Upon notice of termination by the Owner, the SCO shall assist the Owner in resuming operation of the Project.
- 8.4) The Owner shall have the first right to hire any and all employees in the event of termination.
- 8.5) This Agreement shall be subject to approval by the Department of Environmental Protection (DEP).
- 8.6) Notification shall be provided to the MA DEP if this Agreement is terminated or if a termination notice is issued by either party.

9. LABOR DISPUTES: FORCE MAJEURE

- 9.1) Each party's performance under this Agreement shall be excused if the party is unable to perform because of actions due to causes beyond its control, such as, but not limited to, acts of God, the acts of civil or military authority, governmental priorities, fires, floods, epidemics, quarantine restrictions and riots. In the event of any such Force Majeure, the party unable to perform will notify the other party within twenty-four (24) hours of the existence of such Force Majeure and will be required to resume performance of its obligations under this Agreement upon the termination of the aforementioned Force Majeure.

Both parties indicate their approval of this Agreement by their signatures below.

SCO

CITY OF FALL RIVER, MA

\_\_\_\_\_  
CEO

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date:

\_\_\_\_\_  
ADMINISTRATIVELY REVIEWED &  
APPROVED:

CITY OF FALL RIVER, MA

\_\_\_\_\_  
City Administrator

\_\_\_\_\_  
President, Sewer Commission

\_\_\_\_\_  
APPROVED AS TO FORM & MANNER  
OF EXECUTION ONLY:

\_\_\_\_\_  
Member, Sewer Commission

\_\_\_\_\_  
Corporation Counsel

\_\_\_\_\_  
Member, Sewer Commission

\_\_\_\_\_  
Date:



Appendix A

## DEFINITIONS

- A.1 The "Project" means all equipment, vehicles, grounds and facilities described in Appendix B and where appropriate, the management, operations and maintenance of such.
- A.2 "Capital Expenditures" means any expenditures for (1) the purchase of new equipment or facility items that cost more than Fifty Thousand (\$50,000); or (2) major repairs which significantly extends equipment or facility service life and cost more than Fifty Thousand (\$50,000). Numerous small repairs may not be combined to achieve the \$50,000 cost threshold.
- A.3 "Cost" means all Direct Cost and Indirect Cost determined on an accrual basis in accordance with generally accepted accounting principles.
- A.4 "Direct Cost" means the actual cost incurred for the direct benefit of the Project including, but not limited to, expenditures for direct labor, employee benefits, chemicals, lab supplies, repairs, repair parts, maintenance parts, safety supplies, gasoline, oil, equipment rental, travel, office supplies, other supplies, uniforms, telephone, postage, utilities, tools, memberships, training supplies, and hauling costs.
- A.5 "Indirect Cost" means expenditures incurred by the SCO for the indirect benefit of the Project.
- A.6 "Maintenance" means the cost of those routine/non-repetitive activities required for operational continuity, safety, and performance generally due to failure or to avert a failure of the equipment, sewer, vehicle, or facility or some component thereof.
- A.7 "Biologically Toxic Substances" means any substance or combination of substances contained in the plant influent in sufficiently high concentrations so as to interfere with the biological processes necessary for the removal of the organic and chemical constituents of the wastewater required to meet the discharge requirements of the Owner's NPDES Permit. Biologically toxic substances include, but are not limited to, heavy metals, phenols, cyanides, pesticides, and herbicides. Interference thresholds and the actual existence of such concentrations must be clearly defined and documented to be classified under this definition. The simple presence of such substances without verifiable proof of interference does not apply.

- A.8 "Adequate Nutrients" means plant influent nitrogen, phosphorus and iron contents proportional to BOD-5 in the ratio of five (5) parts nitrogen, one (1) part phosphorus, and one-half (0.5) part iron for each one-hundred (100) parts BOD-5. Alternate ratios may be acceptable based upon historical NPDES compliance at the facility. A simple change of ratio without verifiable proof of interference does not apply.
- A.9 "Fixed Fee" means total bid price per/year as defined in Appendix E.
- A.10 "Base Fee" means total Fixed Fee (total bid price per/year) plus cost fixed by the Owner and paid by the SCO as delineated in Appendix E.

Appendix B**LOCATION OF PROJECT**

B.1 The SCO agrees to provide the services necessary for the management, operation and maintenance of the following:

- a) All equipment, vehicles, grounds and facilities now existing within the present property boundaries of, or being used to operate Owner's Fall River Wastewater Treatment Plant located at:

1979 Bay Street  
Fall River, MA 02724

Plus, Fall River properties owned at:

Arnold Street  
Flynn Street  
Kempton Street  
Swift Street  
Hancock Street

- b) All equipment, grounds and facilities now existing within the present property boundaries of pump stations described as follows:

Middle Street Pumping Station  
Ferry Street Pumping Station  
Central Street Pumping Station  
Cove Street Pumping Station  
Valentine Street Ejector Station  
Wilson Road Pumping Station  
President Avenue Pumping Station  
East End Pumping Station  
Travassos Park Pumping Station  
Ross Matthews Pumping Station  
South End Pumping Station  
Joseph Drive Ejector Station  
Meridian Street Pumping Station  
Amity/McMahon Street Pumping Station  
Martine Street Pumping Station  
Highland Woods Pump station

- c) All equipment, grounds and facilities within the present property boundaries of three (3) small pump stations that may potentially be acquired in the future.

- d) All infrastructure, grounds, easements sewers, drains, CSO structures, catch basins, manholes, appurtenances and facilities within the present collection systems and CSO facilities. Facilities include, but are not limited to:

- CSO treatment Works, Facilities and Outfalls
- 200 miles of Collection System combined and sanitary sewers
- 3 miles of deep rock CSO tunnel with 9 drop shafts/Diversion Structures/Junction Chambers
- 6,000+ catch basins
- 6,000+ manholes
- Two CSO Screening/Disinfection Facilities
- 100+ miles of stormwater pipes/swales/culverts/streams
- Detention pond

Appendix C**NPDES PERMIT & PROJECT CHARACTERISTICS**

C.1 The SCO will operate the Project so that effluent will meet the requirements of Massachusetts NPDES Permit No. MA0100382. The SCO shall be responsible for meeting the effluent quality requirements of the Owner's NPDES Permit unless one or more of the following occurs:

- 1) The Project influent does not contain adequate nutrients to support the operation of the Project's biological processes and/or contains biologically toxic substances which cannot be removed by the existing processes and facilities;
- 2) Discharges into the Owner's sewer system significantly violate any or all regulations as stated in the Fall River Revised Ordinances, Chapter 74, which directly contributes to and causes said non-Compliance;
- 3) The flow, influent BOD-5, and/or suspended solids exceeds the Project design parameters on a monthly average basis which are 30.9 million gallons of flow per/day, 56,200 pounds of BOD-5 per/day, 39,800 pounds of suspended solids, and a daily peaking factor of 1.62 times flow which directly contributes to and causes said non-compliance.

In the event that any of the aforementioned circumstances occur, they must be suitably documented and qualified. Said circumstances must be reasonably documented and related to effluent quality violations. Interference thresholds and the actual existence of such concentrations must be clearly defined and documented as causing interference.

A proper process control strategy must be in effect at all times and the solids inventory should not exceed design levels. Violations caused by an excessive solids inventory will be the responsibility of the SCO if the excessive solids inventory is due to their negligent operations of the facility.

- C.2 In the event that any one of the Project influent characteristics, suspended solids, BOD-5, or flow, exceeds the design parameters stated above, the SCO shall return the plant effluent to the characteristics required by the NPDES Permit as soon as possible.
- C.3 The SCO shall comply with the current and pending future stormwater and NPDES permit.

Appendix D**INDUSTRIAL WASTE DISCHARGES  
AND MONITORING PROGRAM****LISTED SIU's**

Below is a listing of classified Significant Industrial Users (SIU's) discharging into the collection system and monitored under the Industrial Pretreatment Program (IPP).

- 1 Ashland (ISP)
- 2 BFI Landfill
- 3 Blount Fine Foods
- 4 Bolger & Ohearn
- 5 Borden Remington
- 6 Canned Heat Brewery
- 7 Celldex Therapeutic
- 8 GoldMedal Bakery
- 9 Inva GEN
- 10 Mass Biologics
- 11 Nantucket Seafood
- 12 N.E. Electropolishing
- 13 Robbins (Zero Discharge)
- 14 Sherle Wagner
- 15 Spectrum Lighting
- 16 Stop & Shop
- 17 Swan Dye & Print
- 18 Whirlpool

The above listing represents the eighteen (18) SIU's presently monitored under the IPP. However, the Sewer Commission reserves the right to have other industries sampled and analyzed periodically. Additionally, there are approximately 2,000 commercial users not classified as SIU's. Changing the listed SIU's by name or number does not result in a change of the Scope of Services or the Project cost.

Appendix E

PRICING BID FORMS

To be inserted from the bid as submitted.

## COSTS FIXED BY THE OWNER:

(not included in Bid Form #1)

FY 2024 Budgeted

- Cost Budgeted & Paid Directly by Owner:

### Annual

Natural Gas	\$ 70,000
Electricity	\$ 1,650,000
Water/Sewer/Stormwater	\$ 175,000
Chemicals	\$ 844,188
Contract Hauling/Residuals Disposal	\$ 2,631,701

**Subtotal/Owner:**

**\$ 5,370,889**

- Cost Budgeted and Paid by SCO:

Facilities/Stations Repair/Replacement	\$ 500,000
Collection System Repair and Maintenance	\$ 150,000
Police Details	\$ 20,000

**Subtotal Other:**

**\$ 670,000**

**TOTAL FIXED OWNER COST: \$ 6,040,889**



Appendix F

## VEHICLE LIST

		<u>Original Cost New</u>	<u>Gross Vehicle Weight/Lbs.</u>
1.	1998 Ford E-350 Utility Truck VIN#1FDWE37L2WHA94868	\$30,900	11,500
2.	1999 Ford F-350 PU Truck VIN#1FDWF37S7XEB64906	\$36,050	11,200
3.	2000 Ford F-350 Dump Truck VIN#1FDWF37S0YEE06694	\$39,195	11,200
4.	2002 Ford F-250 PU Truck VIN#1FTNW21LX2EB43715	\$31,804	8,800
5.	2002 Ford F-350 Truck VIN#1FDWF37SX2ED10689	\$36,050	11,200
6.	2004 Ford Explorer VIN#1FMZU72E94UB69831	\$21,960	5,984
7.	2005 Ford Ranger VIN#1FTYR10U65PB08865	\$12,407	4,700
8.	2005 Ford E-350 Truck VIN#1FDWE35L45HB24907	\$25,006	15,700
9.	2005 Ford F-150 PU Truck VIN#1FTRF12225NC05615	\$15,500	6,650
10.	2006 Ford F-250 PU Truck VIN#1FTNX20576EA01599	\$20,000	8,800
11.	2006 Sterling LT8500 Vactor VIN#2FZAAWDC86AW09444	\$267,837	35,000

Gross

		<u>Original Cost New</u>	<u>Vehicle Weight/Lbs.</u>
12.	2006 Sterling L7500 Vactor VIN#2FZAATCD86AV69153	\$221,303	41,000
13.	2006 Sterling L8500 Dump Truck VIN#2FZAAWDC86AW09443	\$100,830	35,000
14.	2006 Sterling L7500 Dump/CBC VIN#2FZHATDCX6AV69282	\$298,714	42,000
15.	2006 Ford F-350 PU Truck VIN#1FDWF37Y06EA01601	\$35,140	13,000
16.	2006 Ford F-350 PU Truck VIN#1FDWF37Y96EA01600	\$35,500	13,000

## TRAILERS:

		<u>Original Cost New</u>	<u>Gross Vehicle Weight/Lbs.</u>
1.	1978 Ingersall Air Comp. VIN#105357U78932	\$10,000	3,240
2.	2005 Godwin Pump #1 VIN#16MPF10245D040871	\$35,000	5,000
3.	2005 Godwin Pump #2 VIN#16MPF10225D040870	\$35,000	5,000
4.	2005 Godwin Pump #3 VIN#16MPF09145D04068	\$35,000	7,500
5.	2005 Godwin Pump #4 VIN#16MPF09165D040469	\$35,000	7,500
6.	2000 Cues Camera VIN#4RMES1423YF000648	\$60,000	7,000
7.	SRECO Pull-in Bucket Machine	\$25,715	3,500

## FINANCE 2

VIN#4H5LB11185L052219

- |     |   |          |       |
|-----|---|----------|-------|
| 8.  | SRECO Wide Ramp Truck Loader<br>VIN#4H5LB09165L052220 | \$26,715 | 3,600 |
| 9.  | 2006 Hydro Tek Power Washer<br>1H9CSS16961120932      | \$ 5,000 | 5,000 |
| 10. | 2007 Caterpillar Generator<br>16MPF701X7D047434       | \$15,000 | 3,850 |
-

Appendix G**INSURANCE COVERAGE**

The SCO shall maintain:

1. Statutory workmen's compensation for all of the SCO's employees at the Project as required by the State of Massachusetts.
2. Comprehensive general liability insurance in an amount not less than \$5,000,000 combined single limits for bodily injury and/or property damage.
3. Automobile Liability Insurance with a combined single limit of \$1,000,000.
4. Professional Liability Insurance with a limit of \$2,000,000.
5. Pollution Liability Insurance with a limit of \$5,000,000.00.
6. Excess Liability Insurance with a limit of \$20,000,000.00.

The Owner shall maintain:

1. Property damage insurance for all property including vehicles owned by the Owner and operated by the SCO under this Agreement. Any property including vehicles not properly or fully insured shall be the financial responsibility of the Owner.
2. Automobile liability insurance for all vehicles owned by the Owner and operated by the SCO under this Agreement.

Appendix H

EQUIPMENT INVENTORY

To be completed by the SCO per section 2.9 of this agreement.

Appendix I**LABORATORY TESTING SCHEDULE**

This schedule is in addition to normal NPDES and process control testing. This schedule has been developed to clarify manpower requirements by the SCO. The Owner may allow less frequent testing, but these should be deemed as a necessary minimum.

1. Annual Industrial Review.

18 industries and POTW influent and effluent.

Once per/year.

Parameters: BOD, COD, TSS, O&G, metals, CN, temperature, pH,  
GC, IR Scan, VOC's, nitrogen, phosphorous, etc.

2. Field Testing.

a. Requirement for the Quequechan River:

Fecal Coliform and Enterococci

20/week summer program

6-locations

Total: 120 tests

b. Cove Street CSO Facility

Per Federal Court Order

Includes 4 boat runs

Includes 8 shoreline sample events

c. President Avenue CSO Facility

Per Federal Court Order

Includes 4 boat runs

Includes 8 shoreline sample events

d. Water Quality Checks of Other Bodies:

(Mother's Brook, Taunton River, Mt. Hope Bay)

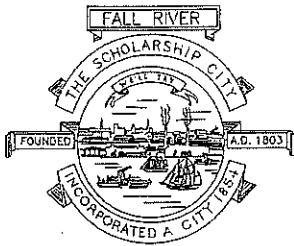
Fecal Coliform and Enterococci

As needed

Various locations

Total: 50 tests

e. Other: As needed.



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

RECEIVED

2024 MAY 15 A 10: 20

**PAUL E. COOGAN**

*Mayor*

May 15, 2024

CITY CLERK  
FALL RIVER, MA

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

Dear Council President and Members of the Honorable Council:

Massachusetts General Laws Chapter 44, § 53E½ require spending limits be established for revolving funds for use by the City, departments, boards, committees, agencies and officers in connection with the operation of programs or activities that generate fees, charges or other receipts to support all or some of the expenses of those programs or activities.

Your approval of the associated appropriation order is respectfully requested.

**Ordered, that under the provisions of Massachusetts General Laws, Chapter 44, Section 53 E ½, the City of Fall River by vote of the City Council, hereby establishes authorized spending limits for the following Revolving Funds for FY 25:**

Fire Department	\$20,000	Hazardous Material Recovery
Community Services	\$50,000	Cleaning & Securing Buildings
Community Services	\$200,000	Demolition
Community Maintenance	\$10,000	Home Composting
Community Maintenance	\$10,000	Solid Waste – Recycling Recovery
Community Maintenance	\$40,000	Trolley & handicap Bus
Community Maintenance	\$25,000	Street Light Poles Repairs/Replacement
Facilities Maintenance	\$50,000	Vehicle Trade-In
Police Department	\$6,000	Moorings Maintenance
Police Department	\$40,000	Police Cruiser
School Dept	\$100,000	Summer Tuition
School Dept	\$125,000	Athletic Events
School Dept	\$25,000	Music Revolving

One Government Center • Fall River, MA 02722

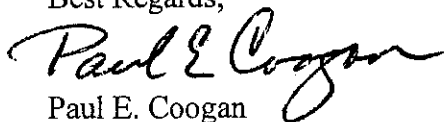
TEL (508) 324-2600 • FAX (508) 324-2626 • EMAIL [mayor@fallriverma.org](mailto:mayor@fallriverma.org)

1

School Dept	\$5,000	School Store
School Dept	\$250,000	Daycare Services
School Dept	\$175,000	School Buildings Use
CVTE Revolving Fund	\$350,000	Durfee High School

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

Best Regards,



Paul E. Coogan  
Mayor

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2024 MAY 15 A 10:21

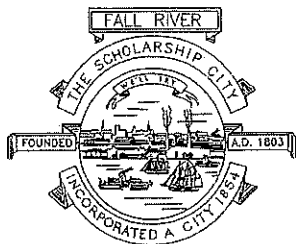
CITY CLERK \_\_\_\_\_  
FALL RIVER, MA



# City of Fall River, *In City Council*

Ordered, that under the provisions of Massachusetts General Laws, Chapter 44, Section 53 E ½, the City of Fall River by vote of the City Council, hereby establishes authorized spending limits for the following Revolving Funds for FY 25:

Fire Department	\$20,000	Hazardous Material Recovery
Community Services	\$50,000	Cleaning & Securing Buildings
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Community Maintenance	\$10,000	Solid Waste – Recycling Recovery
Community Maintenance	\$40,000	Trolley & handicap Bus
Community Maintenance	\$25,000	Street Light Poles Repairs/Replacement
Facilities Maintenance	\$50,000	Vehicle Trade-In
Police Department	\$6,000	Moorings Maintenance
Police Department	\$40,000	Police Cruiser
School Dept	\$100,000	Summer Tuition
School Dept	\$125,000	Athletic Events
School Dept	\$25,000	Music Revolving
School Dept	\$5,000	School Store
School Dept	\$250,000	Daycare Services
School Dept	\$175,000	School Buildings Use
CVTE Revolving Fund	\$350,000	Durfee High School



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

**PAUL E. COOGAN**  
*Mayor*

May 23, 2024

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

Dear Council President and Members of the Honorable Council:

I hereby request the confirmation of the City Council for the following appointment:

Name: Andrew Howayeck

Address 30 Third Street, Apt #304  
Fall River, MA 02720

Position: Sewer Commission

Expiration: May 22, 2029

Sincerely,

Paul E. Coogan  
Mayor

PC/amos

RECEIVED  
2024 MAY 20 A 11:21  
CITY CLERK  
FALL RIVER, MA



**COMMUNITY UTILITIES -  
WATER - SEWER**  
CITY OF FALL RIVER



May 16, 2024

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

RE: Appointment to Sewer Commission

Dear Mayor Coogan:

Your approval is requested for the appointment of Mr. Andrew Howayeck, 30 Third Street, Apt 304, Fall River, MA, as a Commissioner to the Fall River Sewer Commission. This appointment would be for a five year term.

Please contact me if you need any further information.

Sincerely,

Paul J. Ferland, EIT  
Adm. Community Utilities

PJF/omc



**OFFICE OF THE  
CORPORATION COUNSEL**

CITY OF FALL RIVER

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MAY -8 A 11:49

8 May 2024

CITY CLERK  
FALL RIVER, MA

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

**Re: Proposed Ordinance Regarding Appointment of Constables**

Mr. President and Members of the Honorable City Council;

**Issue:** This letter/opinion is written in response to the city council's request for a draft ordinance regarding constables. Specifically, by letter dated 4/11/24, the council requested that my office prepare an ordinance that would 1) require city council approval of all constable appointments; and 2) provide the city council with the ability to override the mayor's denial of any constable application.

**Opinion:** The Office of Corporation Counsel cannot draft the proposed ordinance because it would constitute an invalid and unenforceable encroachment upon the exclusive powers of the executive branch.

**Legal Analysis:** City councils and mayors represent distinct branches of municipal government, each with defined roles and responsibilities. As expressly stated in Section 1-3 of the City of Fall River Home Rule Charter (hereinafter "City Charter"):

**Section 1-3. DIVISION OF POWERS**

The administration of the fiscal, prudential and municipal affairs of the City of Fall River shall be vested in an executive branch headed by a mayor and a legislative branch consisting of a city council. The legislative branch shall never exercise any executive power and the executive branch shall never exercise any legislative power.

In the City of Fall River, constables are exclusively appointed by the mayor. G. L. c. 41, § 91. This state statute does not require confirmation of the mayor's appointment, nor does the statute provide for oversight of the mayor's denial of an application for constable.

**G. L. c. 41, § 91 – Constables; Appointment and Removal in Cities**

In a city in which the city council accepts this section, or has accepted corresponding provisions of earlier laws, constables shall be appointed by the mayor for terms not exceeding three years. The mayor may, with the consent of the board of aldermen, remove a constable from office for gross misconduct.

Nothing within the City Charter would alter, amend, or limit the mayor's statutory authority to appoint constables. Section 2-10, which requires the council's confirmation of certain appointments, does not apply to constables because they are not city officers, department heads, or members of a multiple-member body.

**SECTION 2-10. CITY COUNCIL CONFIRMATION OF CERTAIN APPOINTMENTS.**

The mayor shall refer to the city council and simultaneously file with the city clerk, the name of each person the mayor desires to appoint as a city officer, department head or as a member of a multiple-member body. Appointments made by the mayor shall become effective on the forty-fifth day after the date on which notice of the proposed appointment was filed with the city clerk unless approved or rejected by the city council within the 45 days. All individuals appointed to a multiple-member body shall be residents of the city. If an appointed individual removes from the city, the position shall be immediately deemed vacant.

Please contact me with any questions or concerns.

Very truly yours,

A handwritten signature in black ink, appearing to read "Alan J. Rumsey", with a stylized flourish at the end.

Alan J. Rumsey, Esq.

City of Fall River, *In City Council*

(Councilor Shawn E. Cadime)

WHEREAS, constables serve an important role in the City of Fall River, now therefore

BE IT RESOLVED, that the Committee on Ordinances and Legislation convene to discuss the establishment of an ordinance that would require all constable applications that are approved by the Mayor, be required to also be ratified by the City Council, and

BE IT FURTHER RESOLVED, that any applications that are denied by the Mayor be forwarded to the City Council with specific reasons for the denial and that the City Council by a 2/3 vote may override the Mayor's denial and approve said applications.

In City Council, March 5, 2019  
Adopted

A true copy. Attest:

*Alison M. Bouchard*

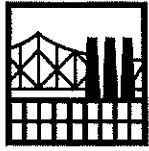
City Clerk

CITY OF FALL RIVER  
IN CITY COUNCIL

APR 09 2024

*Referred to  
Corporation Council*

*tabled 4-3-2019*



**OFFICE OF THE  
CORPORATION COUNSEL**  
CITY OF FALL RIVER

4

14 May 2024

RECEIVED  
MAY 14 P 3:30

CITY CLERK  
FALL RIVER, MA


Honorable Members of the City Council  
Board of Park Commissioners  
Historical Commission  
One Government Center  
Fall River, MA 02722

**Request for legal opinion regarding a Proposed Ordinance Amendment to Insert the  
Historical Commission as an Official Body to Assist the Board of Park Commissioners with  
duties relevant to the Bank Street Armory**

Honorable Members of the City Council, Park Commission and Historical Commission,

Having reviewed the request for an ordinance amendment to allow the Historical Commission to assist the Board of Park Commissioners with various duties relevant to the Bank Street Armory it is the opinion of the Law Department that a proposed ordinance is unnecessary to accomplish the results requested. Please see the attached November 4, 2020, letter to the City Council written by Corporation Counsel Alan Rumsey relevant to the Bank Street Armory.

The Armory is owned by the City of Fall River and held under the control of the City Council as part of the city's general corporate property. There is no evidence to suggest that the City transferred control of the Armory to the Armory Commission and/or Park Board. The Park Board does not currently have any powers, duties, or responsibilities related to the Armory. Therefore, an ordinance is not needed for the Historical Commission to assist with any of the funding applications, renovation recommendations and historical redevelopment of the Bank Street Armory.

  
Kenneth E. Fredette

Assistant Corporation Counsel  
City of Fall River  
One Government Center  
Fall River, MA 02722  
kfredette@fallriverma.gov

# City of Fall River, In City Council

4

(Councilor Michelle M. Dionne)

WHEREAS, the Bank Street Armory has sat dormant since 2015 and as such has deteriorated without proper oversight, and where it is the will of the City Council to move forward with a plan for restoration and best use of the Armory, and

WHEREAS, in the Code of the City of Fall River, Massachusetts, 2018, Chapter 54, Article III, Section 101, the Board of Park Commissioners exercises the powers, duties, and responsibilities of the Armory Commission, of which historic property is not their area of expertise, and

WHEREAS, the Bank Street Armory was placed on the National Register of Historic Places in 1983, with a preservation restriction added in 2017, and the City of Fall River has an appointed Historical Commission with insight and expertise in the preservation and development of historic properties, and

WHEREAS, the Historical Commission and the City have the ability to apply for grant funding for a feasibility study and the emergency funding necessary to address and remediate deficiencies causing the damage and deterioration to the Bank Street Armory including but not limited to the roof, window replacement, repointing, removal of vegetation, and a heating system; now therefore

BE IT RESOLVED, that the Committee on Ordinances and Legislation convene to discuss amending Chapter 54 of the Code of the City of Fall River, Massachusetts, 2018, which chapter relates to Public Facilities, to reflect the current state of the property and to transfer the oversight of the Armory Commission from the Board of Park Commissioners to the Historical Commission, and

BE IT FURTHER RESOLVED, that the Historical Commission, in conjunction with The Preservation Society of Fall River, as the new managing commission, have the ability to create a subcommittee to focus solely on the redevelopment of the Bank Street Armory, including the creation of an updated feasibility study for future and best use consistent with the preservation deed restriction.

In City Council, February 15, 2024  
Adopted, as amended.

A true copy. Attest:

*Alison M. Bouchard*

City Clerk

CITY OF FALL RIVER  
IN CITY COUNCIL

APR 23 2024

*Referred to Corporation Counsel  
for preparation of a proposed  
ordinance within 30 days.*



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

**PAUL E. COOGAN**  
 Mayor



**ALAN J. RUMSEY**  
 Corporation Counsel

**GARY P. HOWAYECK**  
 Assistant Corporation Counsel

CITY CLERK  
 FALL RIVER, MA

4 November 2020

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

**Re: Legal Opinion – Proposed Transfer of Armory**

Honorable Members of the City Council and members of the Park Commission:

I have prepared the following legal opinion regarding the proposed transfer of the Bank Street Armory to the Redevelopment Authority.

**I. ISSUE:**

I have been asked to render an opinion regarding the control of the Bank Street Armory ("Armory"). Specifically, the City Council wants to know if the Board of Park Commissioners ("Park Board") is required to approve any proposed transfer of Armory ownership to the Redevelopment Authority ("RDA").

**II. OPINION:**

The Armory is owned by the City of Fall River and held under the control of the City Council as part of the city's general corporate property. The Park Board is neither required, nor permitted, to exert any control over the City Council's proposed transfer of the Armory to the RDA.

**III. FACTS:**

On November 19, 1975, the City Council voted to approve the conveyance of the Bank Street to the City of Fall River. The Order of the City Council specifically stated that "The acquisition of this land and buildings will be for general municipal purposes and functions." See 11/19/75 Order of the City Council, attached as **Exhibit A**.

On February 18, 1976, the City of Fall River officially acquired the Bank Street Armory for the sum of One Dollar (\$1.00). The deed, attached as **Exhibit B**, does not contain any limitation on Fall River's use of the Armory.

On April 14, 1976, the City Council adopted an Order that a) designated the Fall River Park Department as the "operating agency" for the Bank Street Armory for a period of sixty (60) days to "provide for the proper and efficient utilization of said complex"; and b) ordered that the Department of Public Works be responsible for the Armory's upkeep and maintenance. The City Council retained the right to revoke these designations at any time. *See*, 4/14/76 Order of City Council, attached as **Exhibit C**.

Article III of the Code of the City of Fall River states that the "Board of Park Commissioners shall promote the City Armory in a manner which will be most beneficial to the City and shall endeavor to maximize and diversify its use." *See*, §54-101 of the Code of the City of Fall River, attached as **Exhibit D**.

The Office of Corporation Counsel is not aware of the existence of any additional Order(s) of the City Council officially limiting the use of the Armory or transferring control of the Armory to a particular city board, officer, or department.

#### IV. LAW:

Land conveyed to a city with no limitation on its use, either in the deed or in the vote of the city council accepting the conveyance, becomes part of the city's general corporate property. *See*, Muir v. City of Leominster, 2 Mass.App.Ct. 587 (1974). Conveyance of land by a city is governed by the general provisions regulating the power to hold, lease, and convey property found in G.L. c. 40, § 3 (made applicable to cities by G.L. c. 40, § 1), and as limited by the conditions set out in G.L. c. 40, §15, if applicable. *Id* at 592.

#### V. DISCUSSION:

There is no evidence to suggest that the Armory was held for a specific municipal purpose. The deed conveying the Bank Street Armory to the City of Fall River did not contain any limitations on the City's use of the Armory (**Exhibit B**) and, perhaps more importantly, the City Council Order approving the conveyance specifically stated that "The acquisition of this land and buildings will be for general municipal purposes and functions." (**Exhibit A**).

There is also no evidence to suggest that the City transferred control of the Armory to the Armory Commission and/or Park Board. The 4/14/76 Order of City Council (**Exhibit C**) makes clear that the City Council retained ownership and control of the Armory.

Furthermore, nothing in Article III of the Code of the City of Fall River (**Exhibit D**) transfers ownership and/or control of the Armory to the Armory Commission and/or Park Board. The purpose of Article III is to allocate responsibility for promoting appropriate use of the Armory.

Article III does not change the ownership status of the Armory and, as such, cannot be used as a basis for the Park Board to interfere in the City Council's ability to convey title to the RDA.

The holding in Muir illustrates a city council's ability to retain official control of property while designating responsibility to a specific board or department. Muir v. City of Leominster, 2 Mass.App.Ct. 587 (1974). In Muir, the city of Leominster acquired a gift of approximately eight (8) acres of land on August 25, 1935. The land was known as Whitney Field and, from 1935 to 1965, the majority of the land was used as a playground and for recreational purposes and was "operated" by Leominster's Playground/ Recreation Commission. In 1970, the council adopted an order selling a portion of the land to a private developer. Residents of Leominster challenged the city's authority to sell the land stating, *inter alia*, that the city failed to comply with the provisions of G.L. c. 40, §15, which required the "commission which had charge of the land" to make a determination that the land was no longer required for public purposes. The court disagreed with the residents and found that "Whitney Field was held by the city as part of its general corporate property and could be used for different purposes in the event of changes in the nature or the needs of the municipality" Id at 592. The court based its decision on the absence of any restriction in the deed and the fact that there was "no formal dedication by the city of this area as park land". Id.

#### VI. G.L. c. 40, § 15A:

A brief discussion of G.L. c. 40, § 15A (Exhibit E) is warranted. § 15A details the procedure for transferring the official charge of land from one board or officer to the same or another board or officer for another specific municipal purpose. Specifically, § 15A states, in pertinent part as follows:

*Section 15A. Whenever a board or officer having charge of land... held by a city or town within its limits for a specific purpose shall determine that such land is no longer needed for such purpose... such board or officer shall forthwith give notice of such determination to the city council of the city.*

In other words, if land is officially designated as being held for a particular municipal purpose, § 15A requires a determination that the land is no longer needed by the designated board or for the designated purpose. See, Harris v. Town of Wayland, 392 Mass. 237 (1984). Land which has been formally devoted to one public use cannot be diverted to another, inconsistent use without complying with the requirements of § 15A.

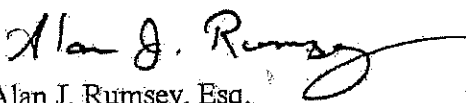
The Park Board need not comply with the requirements of § 15A because there is no evidence to suggest that the City Council transferred the official charge of the Armory and/or designated the Armory for a specific municipal purpose. However, if use of the Armory is no longer required by the Park Board, then the Park Board could eliminate any existing confusion over this issue by simply notifying the City Council that they no longer need the property.

4

VII. CONCLUSION:

The Armory is owned by the City of Fall River and held under the control of the City Council as part of the city's general corporate property. The Park Board is neither required, nor permitted, to exert any control over the City Council's proposed transfer of the Armory to the RDA. Nonetheless, in an effort to avoid any potential disputes or legal challenges, I would advise the Board of Park Commissioners to comply with the requirements of § 15A by providing the City Council with notice that use of the Armory is no longer required by the Park Board.

Respectfully submitted,

  
Alan J. Rumsey, Esq.  
Corporation Counsel

cc: Mayor Paul E. Coogan

November 18, 1975

Order - Accept parcel  
#6, Pearl St., Redev-  
elopment project from  
P.R.H.A. (#5)



Order - Accept Bank  
Street Armory from  
Commonwealth for  
\$1.00

4

ORDERED, that the Mayor be and he is hereby authorized to accept from the Fall River Housing Authority, on behalf of the City of Fall River, a parcel of land in the City of Fall River known as parcel no. 6 of the Pearl Street Redevelopment project acquired by the Fall River Housing Authority as a result of eminent domain proceedings. Said parcel being further described as a triangular parcel no. 6 in the Pearl Street Redevelopment Project containing four thousand nine hundred sixty (4,960) square feet of land, more or less, in preliminary subdivision plat no. 5.

Adopted, 9 yeas.

Approved, November 19, 1975.

ORDERED, that the Mayor be, and he is hereby authorized and directed on behalf of the City of Fall River to accept from the Armory Commission, Military Division, Commonwealth of Massachusetts, 905 Commonwealth Avenue, Boston, Massachusetts for the sum of ONE DOLLAR (\$1.00) all land and buildings located on the northerly side of Bank Street, the easterly side of Durfee Street and the southerly side of Elm Street, being lot #48 on Assessors Plat # N-10, containing 36,573 square feet of land, more or less. Said building is presently known as the "Bank Street Armory".

The acquisition of this land and buildings will be for general municipal purposes and functions.

Said parcel of land, according to said plans is further bounded and described as follows:

Beginning at a stone bound on the northerly side of Bank Street, thence running northerly along the easterly line of Durfee Street 239.23 feet to the southerly side of Elm Street; thence turning at an angle of 87°01' and running easterly along the southerly side of Elm Street 151.07 feet to land of the City of Fall River, Public Library; thence turning and running southerly 241.42 feet to Bank Street to a point 153.95 feet from the said stone bound; thence turning at an angle of 85°36'50" and running westerly along the northerly side of Bank Street 153.95 feet to the point of beginning. Said land contains 154.34 square rods or 36,573 square feet of land, more or less.

Being the same land acquired by the Armory Commission, Military Division, Commonwealth of Massachusetts, from the City of Fall River and recorded in the Fall River District of the Bristol County Registry of Deeds on December 12, 1907 in Book 134, Pages 327 to 329.

Adopted, 9 yeas.

Approved, November 19, 1975.

ORDERED, that a license be and the same is hereby granted to Almeida Bus Lines, Inc., 1094 Kempton Street, New Bedford, Massachusetts to operate motor vehicles on the following streets and public ways in the City of Fall River, for sightseeing purposes.

Rt. 195 between Fall River - Westport Line and exit 138 North. Exit 138 north, exit ramp from Rt. 195 on Rt. 79 and 138 north. Davol St. between Rt. 195 exit ramp and Water Street between Davol Street and Anawan Street. Anawan Street between School Street and Rt. 138. Rt. 138 between Pocasset St. and Broadway. Middle Street between Broadway, Rt. 138 and South Main Street. South Main Street between Middle Street and Rodman Street. Rodman Street between South Main Street and Plymouth Avenue. Plymouth Ave. between Rodman Street and the entrance ramp onto Rt. 195.

Adopted.

Approved, November 19, 1975.

EXHIBIT

A

tabbies

MA 1122 MA 1161

The Armory Commission, Military Division, Commonwealth of Massachusetts, 905 Commonwealth Avenue, Boston, Massachusetts, established under the authority of Chapter 6, Section 18 of the Massachusetts General Laws, on behalf of the Commonwealth of Massachusetts under its authority contained in Chapter 33, Section 126 of the Massachusetts General Laws, in consideration of the sum of ONE DOLLAR (\$1.00) and other valuable consideration to it paid, grants to the City of Fall River, a municipal corporation of Bristol County, Massachusetts, with quitclaim covenants, all land and buildings located <sup>in said City of Fall River</sup> on the northerly side of Bank Street, the easterly side of Durfee Street and the southerly side of Elm Street, being Lot #48 on Assessors' Plat N-10, containing 36,573 square feet of land, more or less.

Said parcel of land, according to said plans is further bounded and described as follows:

Beginning at a stone bound on the northerly side of Bank Street, thence running northerly along the easterly line of Durfee Street 239.23 feet to the southerly side of Elm Street; thence turning at an angle of 87°01' and running easterly along the southerly side of Elm Street 151.07 feet to land of the City of Fall River, Public Library; thence turning and running southerly 241.42 feet to Bank Street to a point 153.95 feet from the said stone bound; thence turning at an angle of 85°36'30" and running westerly along the northerly side of Bank Street 153.95 feet to the point of beginning. Said land contains 134.34 square rods or 36,573 square feet of land, more or less.

Being the same land acquired by the Armory Commission, Military Division, Commonwealth of Massachusetts, from the City of Fall River and recorded in the Fall River District of the Bristol County Registry of Deeds on December 12, 1907 in Book 134, Pages 327 to 329.

IN WITNESS WHEREOF, the Armory Commission, Military Division of the Commonwealth of Massachusetts, has caused these presents to be signed and its corporate seal to be hereunto affixed by its Major General, Vahan Vartanian, The Adjutant General, Nicholas Del Torto, Major General, Commander 26th Inf. Div. and William A. Quigley, Colonel State Quartermaster.

Dated this 18<sup>th</sup> day of February, 1976.

EXHIBIT

B



ORDERED, that the Hall River City Council hereby designate the Board of Park Commissioners and the Hall River Park Department as the operating agency and the Hall River Park Department as the agency responsible for the management of the said property in order to provide for the proper and efficient utilization of said complex, and

BE IT FURTHER ORDERED, that the City Council hereby designate the Board of Park Commissioners as the agency responsible for the management of the said property, and

BE IT FURTHER ORDERED, that the Board of Park Commissioners be responsible for the management of the said property, and

BE IT FURTHER ORDERED, that the Board of Park Commissioners be responsible for the management of the said property, and

BE IT FURTHER ORDERED, that the City Council hereby designate the Board of Park Commissioners as the agency responsible for the management of the said property, and

A motion was made, seconded and carried to amend the order, and the order was amended as amended, to read, to wit:

Approved, April 15, 1976.

4


EXHIBIT  
C

BOOK 1122 PAGE 1162

COMMONWEALTH OF MASSACHUSETTS  
By its Armory Commission

COMMONWEALTH OF MASSACHUSETTS  
By its Armory Commission

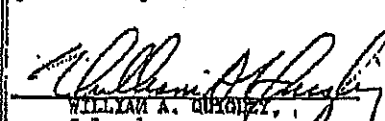
MAY 14 P 3:30

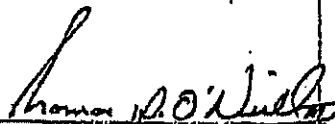
  
NICHOLAS DEL TORTO,  
Major General,  
Commander 26th Inf. Div.,  
Member

  
VAHAN VARTANIAN,  
Major General,  
The Adjutant General,  
Chairman

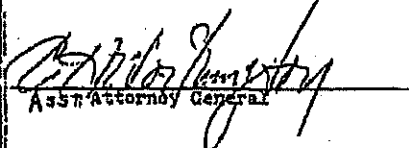
CITY CLERK  
FALL RIVER, MA

COMMONWEALTH OF MASSACHUSETTS  
By its Armory Commission

  
WILLIAM A. QUIGLEY,  
Colonel,  
State Quartermaster,  
Secretary

  
THOMAS F. O'NEILL III,  
Lieutenant Governor,  
Acting Governor

Approved as to form and  
manner of execution:

  
Asst. Attorney General

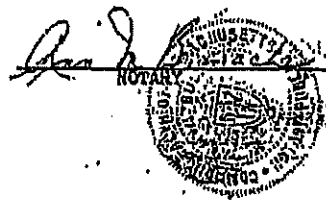
COMMONWEALTH OF MASSACHUSETTS

Bristol, ss.

Boston, 18. May, 1976

Then personally appeared before me, the above named  
Vahan Vartanian, Major General, The Adjutant General, Chairman;  
Nicholas Del Torto, Major General, Commander 26th Inf. Div.,  
Member; William A. Quigley, Colonel, State Quartermaster, Secretary,  
and acknowledged the foregoing instrument to be the free act and  
deed of the said Armory Commission, Military Division, Commonwealth  
of Massachusetts.

My commission expires:  
22 December, 1976



REC'D FEB 20 1976 AT 2-53PM AND RECORDED



City of Fall River, MA  
Wednesday, November 4, 2020

## Chapter 54. Public Facilities

CITY CLERK  
FALL RIVER, MA

### ARTICLE III. Armory

#### § 54-101. Armory Commission.

The Board of Park Commissioners shall have and exercise all the powers, duties and responsibilities of the Armory Commission. The Board of Park Commissioners shall promote the City Armory in a manner which will be most beneficial to the City and shall endeavor to maximize and diversify its use.

#### § 54-102. Compensation of Armory Commission members.

In any one fiscal year in which the cost of operation and staffing of the Armory facilities have been met by income, 25% of the net income thereafter or \$7,500, whichever is the lesser, shall be apportioned equally among the Armory Commission members as remuneration.

#### § 54-103. Authorized uses.

The Armory shall be used for, but not limited to, the following purposes:

- A. Area, regional and statewide meetings and conventions.
- B. Science and trade fairs and expositions.
- C. Flower and garden shows.
- D. Automobile shows.
- E. Indoor athletic events of all types.
- F. Rental of office or business space.

#### § 54-104. through § 54-130. (Reserved)



**Part I** ADMINISTRATION OF THE GOVERNMENT

**Title VII** CITIES, TOWNS AND DISTRICTS

**Chapter 40** POWERS AND DUTIES OF CITIES AND TOWNS

**Section 15A** TRANSFER OF LAND; PROCEDURE

Section 15A. Whenever a board or officer having charge of land, including land acquired for playground purposes pursuant to the provisions of section fourteen of chapter forty-five, but excluding land acquired for park purposes, constituting the whole or any part of an estate held by a city or town within its limits for a specific purpose shall determine that such land is no longer needed for such purpose, whether such land was acquired before or after the effective date of this section and whether acquired by eminent domain, purchase, gift, devise or otherwise, such board or officer shall forthwith give notice of such determination to the city council of the city or the board of selectmen of the town. At any time after the receipt of such notice, the city council of the city by a two thirds vote of all its members, in the case of a city having a city manager, with the approval of said city manager, and in the case of other cities, with the approval of the mayor, or the town by

EXHIBIT

E

a two thirds vote at a regular or special town meeting, may transfer the care, custody, management and control of such land to the same or another board or officer of the city or town for another specific municipal purpose, any provision of general or special law to the contrary notwithstanding; provided, that no such transfer shall be valid if it is in violation of any term or condition of the title of the city or town to such land.

In any city or town which accepts the provisions of this paragraph, when land is being transferred for the purpose of constructing low and moderate income housing, the vote required of the city council or the town meeting shall be by a majority vote.

CITY OF FALL RIVER, MA

MAY 14 P 3 30



**OFFICE OF THE  
CORPORATION COUNSEL**  
CITY OF FALL RIVER

RECEIVED

2024 MAY 15 A 8:19

CITY CLERK  
FALL RIVER, MA

14 May 2024

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

**Re: Request for Ordinances for:**

- 1) 1 Year Demolition Delay for City-Owned Property; and
- 2) Deed Restriction on Sale of City-Owned Property Over 50 Years Old

Honorable Members of the City Council:

**I. 1 Year Demolition Delay for City-Owned Property**

§38-113 currently imposes a six (6) month delay for the proposed demolition of a privately owned structure listed on the Fall River Register of Significant Structures. This language should remain unchanged. To implement the proposed twelve (12) month demolition delay for city-owned property, the following sentence should be added to the end of §38-113:

“For city-owned properties, the Building Inspector shall not approve any application for a permit to demolish prior to the expiration of twelve (12) months from the date the Chairperson of the Historical Commission received the written notice of intent required under §38-111.”

**II. Deed Restriction on Sale of City-Owned Property Over 50 Years Old**

The Law Department is unable to comply with the request. Simply put, the Council cannot require the inclusion of a deed restriction on any 50+ year old property sold by the city. The inclusion of the Historic Commission into the procedure for sales of city-owned property would be invalid.

Sincerely yours,

Kenneth E. Fredette, Esq.  
Assistant Corporation Counsel

# City of Fall River, *In City Council*

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

That Chapter 38 of the Code of the City of Fall River, Massachusetts, 2018, which chapter relates to Historical Preservation, be amended as follows:

By inserting at the end of Section 38-113, which section relates to Restrictions on issuance of demolition permit, the following:

"For city-owned properties, the Building Inspector shall not approve any application for a permit to demolish prior to the expiration of twelve (12) months from the date the Chairperson of the Historical Commission received the written notice of intent required under §38-111."

# City of Fall River, *In City Council*

(Vice President Pam Laliberte-Lebeau)

WHEREAS, there are many historic buildings throughout the City, and

WHEREAS, several of these buildings are city owned, and

WHEREAS, there should be careful thought and consideration into the use, reuse and/or sale of these properties, and

WHEREAS, the Historical Commission and Preservation Society have provided input on appropriate guidelines to consider, now therefore

BE IT RESOLVED, that the Committee on Ordinances and Legislation, convene with Corporation Counsel, the City Administrator, along with the Chairs or representatives from the Historical Commission and the Preservation Society to review our current ordinances and discuss any possible amendments.

In City Council, October 22, 2019  
Adopted

A true copy. Attest:

*Alison M. Bouchard*

City Clerk

CITY OF FALL RIVER  
IN CITY COUNCIL

APR 23 2024

*Referred to Corporation Counsel  
in preparation of an ordinance  
within 30 days.*

6

CITY OF FALL RIVER  
MASSACHUSETTS



Traffic & Parking Division

RECEIVED

2024 MAY 20 P 2:47

Paul E. Coogan  
Mayor

CITY CLERK Stephanie MacArthur  
FALL RIVER, MA  
Director of Traffic & Parking

May 20, 2024

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, May 15, 2024 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
Third Street	West	Starting at a point 20 feet south of Branch Street For a distance of 20 feet south.

Very truly yours,

  
Stephanie MacArthur  
Director of Traffic & Parking

JS

6

CITY OF FALL RIVER  
MASSACHUSETTS

*Traffic & Parking Division*



Paul E. Coogan  
Mayor

MAY 20 P 2:47

Stephanie MacArthur  
Director of Traffic & Parking  
FALL RIVER, MA

May 20, 2024

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, May 15, 2024 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**

<b>Name of Street</b>	<b>Side</b>	<b>Location</b>
Third Street	West	Starting at a point 96 feet south of Branch Street For a distance of 20 feet south.

Very truly yours,

  
Stephanie MacArthur  
Director of Traffic & Parking

yw



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**CITY OF FALL RIVER  
MASSACHUSETTS**

*Traffic & Parking Division*

**Paul E. Coogan**  
*Mayor*

**Stephanie MacArthur**  
*Director of Traffic &*

*Parking*  
2024 MAY 20 P 2:47

May 20, 2024

CITY CLERK \_\_\_\_\_  
FALL RIVER, MA

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 May 15, 2024 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: 371** **Parking Prohibited**

By inserting in proper alphabetical order the following.

**INSERT**

<b>Name of Street</b>	<b>Side</b>	<b>Location</b>
Eastern Avenue	East	Starting at point of 268 feet north of Pleasant Street For a distance of 69 feet north.

Very truly yours,

  
Stephanie MacArthur  
Director of Traffic & Parking

SW

6

CITY OF FALL RIVER  
MASSACHUSETTS

Traffic & Parking Division



Paul E. Coogan  
Mayor

RECEIVED  
2024 MAY 20 P 2:47

CITY CLERK  
FALL RIVER, MA  
*Stephanie MacArthur*  
Director of Traffic & Parking

May 20, 2024

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, May 15, 2024 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
Eddy Street	West	Starting at a point 156 feet south of Beattie Street For a distance of 20 feet south.

Very truly yours,

*Stephanie MacArthur*  
Stephanie MacArthur  
Director of Traffic & Parking

SW

6

CITY OF FALL RIVER  
MASSACHUSETTS

*Traffic & Parking Division*



Paul E. Coogan  
Mayor

May 20, 2024

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2024 MAY 20 10 28 AM  
Stephanie MacArthur  
Director of Traffic & Parking

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, May 15, 2024 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
Jencks Street	West	Starting at a point 21 feet north of Alden Street For a distance of 20 feet north.

Very truly yours,

  
Stephanie MacArthur  
Director of Traffic & Parking

SW

CITY OF FALL RIVER  
MASSACHUSETTS

*Traffic & Parking Division*



Paul E. Coogan  
Mayor

May 20, 2024

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, May 15, 2024 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>
Palmer Street	North	Starting at a point 318 feet west of East Main Street For a distance of 20 feet west.

Very truly yours,

  
Stephanie MacArthur  
Director of Traffic & Parking

44

6

CITY OF FALL RIVER  
MASSACHUSETTS

*Traffic & Parking Division*



Paul E. Coogan  
Mayor

May 20, 2024

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MAY 20 2024  
Stephanie MacArthur  
Director of Traffic & Parking

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, May 15, 2024 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
Pitman Street	East	Starting at a point 291 feet north of Harriman Street For a distance of 20 feet north.

Very truly yours,

Stephanie MacArthur  
Director of Traffic & Parking

36

6

CITY OF FALL RIVER  
MASSACHUSETTS

*Traffic & Parking Division*



Paul E. Coogan  
Mayor

May 20, 2024

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, May 15, 2024 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
Russell Brogan Blvd	South	Starting at a point 140 feet east of County Street For a distance of 40 feet east.

Very truly yours,

  
Stephanie MacArthur  
Director of Traffic & Parking

RECEIVED

2024 MAY 20 P 2:47

Stephanie MacArthur  
Director of Traffic & Parking  
FALL RIVER, MA

SW

## CITY OF FALL RIVER

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To the City Council

Councillors:

The Committee on Ordinances and Legislation, at a meeting held on May 21, 2024, 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 Councilor Laura-Jean Sampson absent and not voting.



Assistant Clerk of Committees

*City of Fall River, In City Council*

EMERGENCY PREAMBLE

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

BE IT RESOLVED, that said ordinance is hereby deemed an emergency measure in accordance with the provisions of Chapter 43, Section 20 of the Massachusetts General Laws.



# City of Fall River, *In City Council*

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
Cambridge Street	North	Starting at a point 74 feet west of Smith Street, for a distance of 20 feet westerly
Charles Street	North	Starting at a point 24 feet east of South Main Street, for a distance of 20 feet easterly
Freedom Street	North	Starting at a point 64 feet west of South Main Street, for a distance of 20 feet westerly
Globe Street	North	Starting at a point 200 feet east of Bay Street, for a distance of 20 feet easterly
Linden Street	West	Starting at a point 85 feet north of Walnut Street, for a distance of 20 feet northerly

## CITY OF FALL RIVER

---

To the City Council

Councillors:

The Committee on Ordinances and Legislation, at a meeting held on May 21, 2024, voted unanimously to recommend that the accompanying proposed ordinance be passed through first reading, with Councilor Laura-Jean Sampson absent and not voting.



Assistant Clerk of Committees

# City of Fall River, In City Council

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

That Section A110-13 of Appendix A – Fee Schedule of the Code of the City of Fall River, Massachusetts, 2018, which Section relates to Streets, Sidewalks and Other Public Places, be amended as follows:

By striking out the following sections:

<b>§ 66-64 Permit for removal of curbing for installation of private driveway</b>	<b>\$125</b>
<b>§ 66-67 Permit for connection to a public street for installation of a private driveway</b>	<b>\$125</b>
<b>§ 66-185 Construction or repair of private ways</b>	
(1) Application fee for minor repairs	\$45
(2) Application fee for major repairs, construction or reconstruction	\$315
<b>§ 66-320 Street excavation permit</b>	
(1) Administrative charges	\$60
(2) Street opening inspection fee	\$190
<b>§ 66-441 Trench permit</b>	<b>\$150</b>

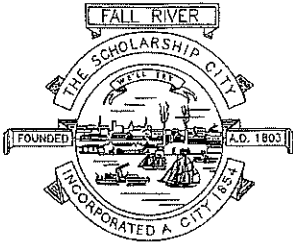
and inserting in place thereof, the following:

<b>§ 66-64 Permit for removal of curbing for installation of private driveway</b>	<b>\$250</b>
<b>§ 66-67 Permit for connection to a public street for installation of a private driveway</b>	<b>\$250</b>
<b>§ 66-185 Construction or repair of private ways</b>	
(3) Application fee for minor repairs	\$150
(4) Application fee for major repairs, construction or reconstruction	\$500
<b>§ 66-320 Street excavation permit</b>	
(3) Administrative charges	\$100
(4) Street opening inspection fee	\$300
<b>§ 66-441 Trench permit</b>	<b>\$200</b>

CITY OF FALL RIVER  
IN CITY COUNCIL

MAY 14 2024

*Referred to The Committee  
on Ordinances and Legislation*



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

**PAUL E. COOGAN**  
Mayor

RECEIVED

2024 APR 25 P 1:51

CITY CLERK  
FALL RIVER, MA

April 25, 2024

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

Dear Councilor President and Members of the Honorable Council:

Attached please find a request forwarded from the Engineering Department with proposed permit fee increases for your consideration.

Thank you and as always, I am available for any questions or concerns you may have regarding this matter.

Sincerely,

Paul E. Coogan  
Mayor

PC/amos

CITY OF FALL RIVER  
IN CITY COUNCIL

MAY 14 2024

*Referred to the Committee  
on Ordinances and Legislation*



# ENGINEERING

## CITY OF FALL RIVER

PAUL E. COOGAN

Mayor

DANIEL AGUIAR

Director of Engineering & Planning

March 12, 2024

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

RE: Proposed Engineering Department Fee Increase

Dear Mayor Coogan:

I respectfully request that you forward the following proposed Engineering Department Permit Fee Increases to the Fall River City Council for consideration and adoption.

### SS A110-13 Chapter 66, Streets, Sidewalks and Other Public Places.

Section	1996 Fee	2024 Proposed Fee
66-64 Permit for the removal of curbing for the installation of a private driveway	\$125.00	\$250.00
66-67 Permit for the connection to a public street for installation of a private driveway	\$125.00	\$250.00
66-185 Construction or repair of private ways		
(1) Minor repairs	\$45.00	\$150.00
(2) Application fee for major repairs, Construction or reconstruction.	\$315.00	\$500.00
Section	2000 Fee	2024 Proposed Fee
66-320 Street Excavation Permit		
(1) Administrative charges	\$60.00	\$100.00
(2) Street Opening Inspection Fee	\$190.00	\$300.00
Section	2008 Fee	2024 Proposed Fee
66-441 Trench Permit	125.00	200.00

As always, I am available to discuss the proposal if requested.

Sincerely,  
For the City of Fall River

Daniel Aguiar  
Director of Engineering and Planning, City Engineer

## CITY OF FALL RIVER

---

To the City Council

Councillors:

The Committee on Ordinances and Legislation, at a meeting held on May 21, 2024, voted to recommend that the accompanying proposed ordinance be passed through first reading, with Councilor Andrew J. Raposo opposed and with Councilor Laura-Jean Sampson absent and not voting.



Assistant Clerk of Committees

# City of Fall River, In City Council

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

That Chapter 2 of the Code of the City of Fall River, Massachusetts, 2018, which chapter relates to Administration, be amended as follows:

## Section 1.

By striking out in Section 2-207, which section pertains to *Department of Community Services*, subsection B, in its entirety, and inserting in place thereof the following

- B. Divisions. The Divisions within the Department of Inspectional Services shall be the Code Enforcement Division and Weights and Measures Division.

## Section 2.

By striking out in Section 2-216, which section pertains to *Department of Health and Human Services*, subsection B, in its entirety, and inserting in place thereof the following:

- B. Divisions. The Divisions within the Department of Health and Human Services shall be the Nursing Division, Food and Milk Inspectors, Tobacco Control, Mass in Motion, Youth Services, Council on Aging, Minimum Housing Division. The Minimum Housing Division shall include minimum housing inspectors and sanitation inspectors.

## Section 3.

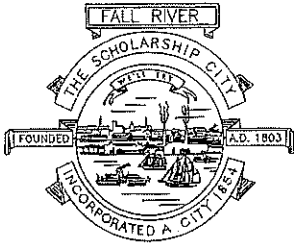
By striking out in Section 2-802, which section pertains to *Established; staff; Inspector of Buildings*, subsection A, in its entirety, and inserting in place thereof the following:

- A. Divisions. There shall be a Department of Inspectional Services which shall include the local code enforcement inspectors and the Sealer of Weights and Measures.

CITY OF FALL RIVER  
IN CITY COUNCIL

MAY 14 2024

*Referred to the Committee  
on Ordinances and Legislation*



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

**PAUL E. COOGAN**  
*Mayor*

RECEIVED

2024 MAY -9 P 2:02

CITY CLERK  
FALL RIVER, MA

May 9, 2024

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

Dear Councilor President and Members of the Honorable Council:

Attached for your consideration please find proposed amendments to Chapter 2 of the Code of the City of Fall River.

Thank you and as always, I am available for any questions or concerns you may have regarding this matter.

Sincerely,

Paul E. Coogan  
Mayor

PC/amos

CITY OF FALL RIVER  
IN CITY COUNCIL

**MAY 14 2024**

*Referred to the Committee  
on Ordinances and Legislation*



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

Name of Street	Side	Location
Bedford Street	North	Starting at a point 338 feet west of Covell Street, for distance of 20 feet westerly.
Fountain Street	East	Starting at a point 249 feet north of Columbia Street, for distance of 20 feet northerly.
Rockland Street	South	Starting at a point 60 feet west of South Main Street, for distance of 20 feet westerly.
South Main Street	West	Starting at a point 237 feet south of Woodman Street, for distance of 20 feet southerly.
William Steet	South	Starting at a point 107 feet west of Washington Street, for distance of 20 feet westerly.

CITY OF FALL RIVER  
IN CITY COUNCIL

MAY 14 2024

Passed through first reading

# City of Fall River, *In City Council*

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

That Chapter 86 of the Code of the City of Fall River, 2018, which Chapter relates to Zoning be amended as follows:

That the Planning Director be, and he is hereby authorized and directed to amend the map entitled "Zoning Map of the City of Fall River" which Chapter 86, Section 32 of the Code of the City of Fall River, 2018 is made a part of said Chapter, by drawing on it, in addition to the presently existing districts shown thereon the following:

Waterfront and Transit-Oriented Development District (WTOD) to include areas from Davol Street (Northbound) easterly to North Main Street and from Walnut Street northerly to a point 640 feet North of Wayland Street to the current Waterfront and Transit-Oriented District as delineated on the district map included herewith entitled: Waterfront and Transit-Oriented Development District Map Amendment and dated: January 2024.

CITY OF FALL RIVER  
IN CITY COUNCIL

APR 23 2024

*Referred to the Committee  
on Ordinances and Legislation*

CITY OF FALL RIVER  
IN CITY COUNCIL

MAY 14 2024

*Passed through first reading*



City of Fall River  
Notice of Claim

# 24-43

15

RECEIVED

2024 MAY 20 A 10:21

CITY CLERK  
FALL RIVER, MA

1. Claimant's name: FRANK A. RIGBY
2. Claimant's complete address: 120 HUDSON ST, FALL RIVER, MA 02720
3. Telephone number: Home: 508-493-8038 Work: ---
4. Nature of claim: (e.g., auto accident, slip and fall on public way or property damage):  
TRIPPED ON RAISED SIDEWALK
5. Date and time of accident: 5-14-2024 Amount of damages claimed: \$ 10,000
6. Exact location of the incident: (include as much detail as possible):  
SOUTH SIDE OF PINE ST. JUST PAST VETERAN'S AFFAIRS OFFICE
7. Circumstances of the incident: (attach additional pages if necessary):  
WAS WALKING TO MY VEHICLE AND TRIPPED ON RAISED SECTION OF SIDEWALK. GASH TO FOREHEAD BLEEDING PROFUSELY  
TRANSPORTED TO CHARLETON MEMORIAL HOSP BY RESCUE  
WAS STAN & STITCHES TO BT SIDE OF FOREHEAD
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  
MEDICARE

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: 5/20/24

Claimant's signature: Frank A. Rigby

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

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

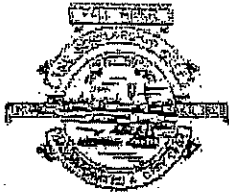
You should consult with your own attorney in preparing this claim form to understand your legal rights. The Office of the Corporation Counsel is unable to provide legal assistance to private citizens.

For official use only:

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

DCM

Date: 5/20/24



#24-44

15

City of Fall River  
Notice of Claim

RECEIVED

2024 MAY 21 A 10:23am

1. Claimant's name: Victoria Marcellus
2. Claimant's complete address: 260 Fountain St CITY CLERK  
FALL RIVER, MA
3. Telephone number: Home: 774-309-1020 Work: 508-679-2900
4. Nature of claim: (e.g., auto accident, slip and fall on public way or property damage):  
Car damages due to hitting pothole
5. Date and time of accident: 7pm 4/17/24 Amount of damages claimed: \$ 744.54
6. Exact location of the incident: (include as much detail as possible):  
N. Davol St Fall River MA
7. Circumstances of the incident: (attach additional pages if necessary):  
Driving in 2 lane traffic I was on the right  
hand side I couldn't avoid pothole which was in my  
same lane without causing an accident  
to my right with on going traffic!
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: 5/13/24

Claimant's signature: Victoria Marcellus

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

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

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

For official use only:

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

DCM

Date: 5/21/24



15

City of Fall River  
Notice of Claim

RECEIVED

2024 MAY 22 P 2:59

#21-45

1. Claimant's name: Paula Paulette
2. Claimant's complete address: 14 Shawnee CT. New Bedford MA 02740
3. Telephone number: Home: 401-252-1465 Work: N/A
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: 5-7-24 1:30 PM Amount of damages claimed: \$ TBD
6. Exact location of the incident: (include as much detail as possible):  
corner of Rodman ST and Plymouth, Rear ended while at Red light
7. Circumstances of the incident: (attach additional pages if necessary):  
was at a Red light was Rear ended by your DRIVER  
Joseph William 11 Kenneth Petty DR Assonet MA 02702  
DOB 1-25-1969 License # S8467043D
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

Geico Headquarters address Chevy Chase Manor, Chevy Chase MD

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: 5-22-24

Claimant's signature: Paula Paulette

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

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

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

For official use only:

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

☒ DCU

Date:

5/22/24



**DEPARTMENT OF  
ENGINEERING - PLANNING**  
**CITY OF FALL RIVER**

PAUL E. COOGAN

*Mayor*

DANIEL AGUIAR

*Director of Engineering & Planning*

RECEIVED

2024 MAY 10 P 2:17

CITY CLERK  
FALL RIVER, MA

**MEMO**

**TO:** Fall River City Council

**FROM:** Daniel Aguiar, City Engineer

**DATE:** May 10, 2024

**RE:** Parcel E-18-43, 303 Kennedy Street-5 Year Street Opening Request

The Engineering Department is in receipt of a permitting request regarding the proposed installation of a sewer connection within Kennedy Street. Kennedy Street was reconstructed within the last 5 years (2022). The property is currently served by an onsite sewage disposal system which the property owner states is in failure.

All permits granted from the Engineering Department will require complete restoration of the roadway. This restoration will be singular with a minimum width of 15' in and shall be reconstructed from curb to curb.

Attached are the following items:

1. Cover letter from property owner's representative.
2. Pending Street Opening permit (sewer)
3. Trench permit
4. Tax Certification

I respectfully request that the matter be voted upon at the next available City Council meeting. I am available at your convenience to discuss the matter if need be. Thank you for your attention.

One Government Center • Fall River, MA 02722

TEL (508) 324-2512 • FAX (508) 324-2564 • EMAIL [engineering@fallriverma.gov](mailto:engineering@fallriverma.gov)

Steven Steen  
221 Highcrest Road  
Fall River, MA 02720  
(508) 642-1484

16  
RECEIVED

2024 MAY 10 P 2:17

May 7, 2024

CITY CLERK  
FALL RIVER, MA

Daniel Aguiar  
Fall River Engineering Department  
One Government Center, Room 501  
Fall River, MA 02722

**RE: 303 Kennedy Street**

Dear Mr. Aguiar,

Diane Martini requires a tie-in to the municipal sewer at the above-referenced address as her cesspool is collapsing and failing. As the pavement on Kennedy Street is only approximately 18 months old, we require City Council approval to open the street. Please consider this letter our formal request for permission.

Thank you for your anticipated cooperation.

Sincerely,



Steven Steen

### COMMITTEE ON FINANCE

MEETING: May 14, 2024, at 6:00 p.m.  
Council Chamber, One Government Center

PRESENT: President Joseph D. Camara, presiding;  
Councilors Shawn E. Cadime, Michelle M. Dionne, Paul B. Hart,  
Bradford L. Kilby, Linda M. Pereira, Andrew J. Raposo  
and Laura-Jean Sampson

ABSENT: Councilor Cliff Ponte

IN ATTENDANCE: Seth Thomas Aitken, City Administrator  
Bridget Almon, Director of Financial Services  
Paul Ferland, Administrator of Community Utilities

The chair called the meeting to order at 6:02 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 – None

*Councilor Bradford Kilby arrived at 6:04 p.m.*

2. Fiscal Year 2024 Quarter 3 Budget Report

*Bridget Almon, Director of Financial Services, provided a summary regarding the Fiscal Year 2024 Quarter 3 Budget Report. Ms. Almon stated that real estate bills and private property bills had been issued over the past few weeks and provided a concise summary of Capital Funding projects. Councilor Raposo asked for additional information regarding the increase of anticipated revenue. Ms. Almon stated that recent renegotiation of rates with banks was the primary reason for this expected revenue increase. A brief discussion was held by Councilor Raposo and Ms. Almon which included snowplow costs, the fire department, retirement funding, and increased property insurance rates. Ms. Almon provided information regarding types of American Rescue Plan Act (ARPA) funds that are being used to resolve overdue amounts of funding. Ms. Almon further stated that there are several departments that provide recovery for retirement funds and that those funds have yet to be received. The Director of Financial Services explained that the new insurance rates were higher than anticipated and that the new properties owned by the City affect the insurance rates as well. Ms. Almon stated that she anticipates that the insurance rates will level off by Fiscal Year 2025-2026.*



Councilor Raposo and Ms. Almon held a brief discussion about the Water Enterprise Account, and Ms. Almon explained that the timing for posting water and sewer bills is unique and that the Financial Departments are in consistent communication with the Administrator of Community Utilities.

Vice President Pereira asked about the line item "VDIHOST" and asked for details about the funding amounts for this item. Seth Thomas Aitken, City Administrator, stated that this is the host server for the Management Information System (MIS) Department, which provides technical security. Mr. Aitken explained that this line item is related to a project that includes the replacement of City servers. Ms. Almon stated that the project is funded by Bristol County ARPA funding, and they are currently waiting for reimbursement. Vice President Pereira questioned if having biannual reports instead of quarterly reports would make things simpler for other departments. Ms. Almon stated that the formatting was not ideal, but that it was the responsibility of the Financial Departments to provide the report. Councilor Cadime clarified that the City Charter requires the quarterly reports. Councilor Kilby stated that the reports provide views of the quarterly status of the budget. Ms. Almon explained that the Financial Departments can revise the template. Vice President Pereira asked about how the interest rates were adjusted and Ms. Almon stated that she and the Treasurer/Collector met with all the banks that the City works with to receive better rates and better financial insurance, and this resulted in cumulatively \$7,000,000 saved in interest within the past year and a half.

Councilor Hart exited the Council Chamber at 6:14 p.m.

Councilor Raposo and Ms. Almon discussed capital projects and the work they do with the Director of City Operations. Councilor Raposo observed that the list had gotten smaller, to which Ms. Almon agreed and reiterated that there are still line items that need to be reallocated. Councilor Raposo asked if a list based on inactive capital projects could be provided by the Director of Operations. The City Administrator stated that he would work to obtain that list for the Committee members.

Councilor Hart returned to the Council Chamber at 6:15 p.m.

Councilor Dionne asked about the line item that referenced "payment in lieu of taxes." Ms. Almon explained that the smaller payments are from the Housing Authority, and an additional amount of funding is anticipated to be received by the end of June 2024. Councilor Dionne and Ms. Almon discussed items including "other departmental" section for local receipts, the City Expenses, Elections, PRF-ADM, "professional administration" section on the report and the two overtime line items under elections. Ms. Almon stated that the "other departmental" section can come from any departments that create revenue and provided examples, such as the Cemeteries Division or Licensing Board. Ms. Almon explained that there was an election that needed not only employees from the Department of Elections, but also the Department of Public Works (DPW) and that the workers had to be properly compensated for overtime. Mr. Aitken explained that additional election regulations voted upon in the State House two years ago regarding the amount of time during which an election may take place, which created new challenges and tasks. Mr. Aitken further explained that this overtime is for DCM workers who bring machines to different polling places. Councilor Dionne asked how many Environmental Police officers worked for the City and what the "SAL Overtime" line item represented. Mr. Aitken explained that there are only two officers who are currently on the budget and Ms. Almon stated that they would have to speak with the Police Chief, but that this was probably due to the lack of staffing. Mr. Aitken further explained that this line item also assists with the Environmental Police salary.

3. Transfers and appropriations

Councilor Raposo requested clarification regarding the transfer of funds within the Sewer Division. Ms. Almon stated that at the end of Fiscal Year 2023, there was a small deficit within the Sewer Enterprise Fund budget. Paul Ferland, Administrator of Community Utilities, explained that in Fiscal Year 2024 the Sewer Division's revenue came in slightly lower than anticipated. Mr. Ferland explained that water-treatment chemicals became more expensive and that there were other encumbrances that were carried over from previous fiscal years.

Councilor Cadime requested information regarding the transfer of funds within the Capital Project Fund. Ms. Almon stated that the Fall River Public School Department was aware that the account in question would be in a deficit by the end of the fiscal year, so this was to remedy that deficit. Mr. Aitken explained that this funding was most likely to be used for window replacements at the Samuel Watson Elementary School.

On a motion made by Councilor Raposo and seconded by President Camara, it was unanimously voted to adjourn at 6:27 p.m., with Councilor Ponte absent and not voting.

List of documents and other exhibits used during the meeting:

Agenda packet (attached)

DVD of meeting

  
Clerk of Committees

**REGULAR MEETING OF THE CITY COUNCIL**

**MEETING:** May 14, 2024, at 7:00 p.m.  
Council Chamber, One Government Center

**PRESENT:** President Joseph D. Camara, presiding;  
Councilors Shawn E. Cadime, Michelle M. Dionne, Paul B. Hart,  
Bradford L. Kilby, Linda M. Pereira, Andrew J. Raposo  
and Laura-Jean Sampson

**ABSENT:** Councilor Cliff Ponte

**IN ATTENDANCE:** Kara Humm, American Rescue Plan Act (ARPA) Director  
Ken Levesque, Executive Director, Veterans Association of Bristol County  
Kim Wagner, Assistant to the Executive Director,  
Veterans Association of Bristol County  
Steve Perry, Food Pantry Manager,  
Veterans Association of Bristol County

President Camara called the meeting to order at 7:01 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.

*On a motion made by Councilor Raposo and seconded by Councilor Sampson, it was unanimously voted to take item 24a out of order, with Councilor Ponte absent and not voting.*

*Councilor Raposo made brief remarks regarding the service that the Veterans Association of Bristol County provides to the Greater Fall River Area. Vice President Pereira commended the representatives for their work to better the lives of others. Ken Levesque, Executive Director, Veterans Association of Bristol County, provided a summary of the goals of the organization to help those who have served their country.*

**CITATIONS**

24a. Veterans Association of Bristol County – Recognition of the acts of service provided to veterans in the Greater Fall River Area

*On a motion made by Councilor Raposo and seconded by Councilor Sampson, it was unanimously voted to adopt the citation, with Councilor Ponte absent and not voting.*

**PRIORITY MATTERS**

1. Mayor and confirmation of the appointment of Nicholas Cecilio to the Board of Park Commissioners

*Councilor Raposo requested information regarding why a new appointment to this board was necessary and the City Clerk stated that the previous Chair of the Board of Park Commissioners recently resigned. On a motion made by Vice President Pereira and seconded by Councilor Kilby, it was unanimously voted to confirm the appointment, with Councilor Ponte absent and not voting.*

2. Mayor and confirmation of the reappointment of Natercia Pereira to the Council on Aging

*On a motion made by Councilor Raposo and seconded by Councilor Dionne, it was unanimously voted to confirm the appointment, with Councilor Ponte absent and not voting.*

3. Mayor and confirmation of the reappointment of Victor Farias to the Board of Park Commissioners

*On a motion made by Councilor Raposo and seconded by Councilor Sampson, it was unanimously voted to confirm the appointment, with Councilor Ponte absent and not voting.*

4. Mayor and confirmation of the reappointment of Bernard J. McDonald to the Board of Park Commissioners

*On a motion made by Councilor Raposo and seconded by Councilor Sampson, it was unanimously voted to confirm the appointment, with Councilor Ponte absent and not voting.*

5. Mayor and request to rescind the Bristol County ARPA proposal regarding "Public Service and Safety Equipment," adopted on January 9, 2024.

*On a motion made by Councilor Raposo and seconded by Councilor Hart, it was unanimously voted to rescind the approval of the Bristol County ARPA proposal, with Councilor Ponte absent and not voting.*

6. Mayor and proposal for Bristol County ARPA funding in the amount of \$700,000 to purchase equipment to increase public service, safety programs and capacity (Lafayette Skatepark Rehabilitation)

*On a motion made by Councilor Dionne and seconded by Councilor Raposo, it was unanimously voted to waive the rules to allow Kara Humm, American Rescue Plan Act Director, to answer questions.*

*Councilor Dionne expressed concern regarding the renovation of the Lafayette Skatepark, which included the lack of funding for parks in other areas of the City, the decreased use of parks for skateboarding, the need for renovations of basketball and tennis courts and long-term funding that will be challenging to find for future maintenance. Ms. Humm stated that the renovation of this park with Bristol County ARPA funding would allow the park to be used more frequently, as its current condition presents safety concerns, and this will allow the City to provide recreational activities for all types of interests. A brief discussion was held between Councilor Dionne and Ms. Humm regarding public input and the hearings that will be held by the company prior to the renovation.*

Councilor Raposo stated that there is currently a lack of traffic within Lafayette Park as many sports teams no longer use the fields and requested information regarding the overall cost of the renovation. Ms. Humm stated that the cost of the preliminary design was \$52,765 and the cost of construction would be \$613,420. Councilor Raposo expressed concern for lack of lighting in the park at night and emphasized the need to consider that during the public hearings.

Councilor Cadime stated that the skateparks are not used very frequently and the cost may outweigh the benefit of the park. President Camara stated that skateparks tend to have a shorter lifespan due to the materials used to construct them and wear-and-tear that occurs from the activity. Councilor Dionne and the ARPA Director held a brief discussion regarding the design project, expenditures and whether this project would be a rehabilitation or a reconstruction. Ms. Humm clarified that this project would be a complete rebuild of the skatepark due to the damage that has occurred.

Councilor Sampson explained that her family members use the skateparks and she had submitted the Bristol County ARPA application to help maintain this park for those who enjoy skateboarding. Councilor Sampson stated that the original plan was to rehabilitate all three skateparks within the City, but the funding limits affected the City's ability to achieve that goal.

Councilors Hart and Kilby expressed their support for this proposal as it will benefit all residents of the City. Councilor Cadime stated that he cannot support the proposal due to the lack of long-term funding and the current financial strain of the Parks Division. Vice President Pereira expressed concern that parks within the City aren't utilized enough and if they were renovated properly they could generate revenue for rentals of courts and fields.

On a motion made by Vice President Pereira and seconded by Councilor Hart, it was voted to approve the application, with Councilors Cadime and Dionne opposed and Councilor Ponte absent and not voting.

7. Mayor and proposed ordinance re Engineering Department permit fees  
On a motion made by Vice President Pereira and seconded by Councilor Hart, it was unanimously voted to refer the proposed ordinance to the Committee on Ordinances and Legislation, with Councilor Ponte absent and not voting.

8. Mayor and proposed ordinance re Minimum Housing and the municipal organizational Structure  
On a motion made by Councilor Raposo and seconded by Vice President Pereira, it was unanimously voted to refer the proposed ordinance to the Committee on Ordinances and Legislation, with Councilor Ponte absent and not voting.

9. Mayor and request to transfer of three (3) parcels of vacant land currently held as Tax Possessions to the Watuppa Water Board.  
On a motion made by Vice President Pereira and seconded by Councilor Hart, it was unanimously voted to refer the item to the Committee on Real Estate, with Councilor Ponte absent and not voting.

10. Mayor and approval of TIE Agreement for InvaGen Pharmaceuticals, Inc., and Madison FR Properties, Inc.  
On a motion made by Councilor Raposo and seconded by Vice President Pereira, it was voted to approve the agreement, with Councilor Dionne opposed and Councilor Ponte absent and not voting.

11. Mayor and the following transfers and appropriations:

- a. \$189,371.74 from the FY23 Surplus Revenue to the Capital Project Fund

*On a motion made by Councilor Raposo and seconded by Councilor Hart, it was unanimously voted to adopt the order, with Councilor Ponte absent and not voting.*

*Councilor Kilby exited the Council Chamber at 7:54 p.m.*

- b. \$636,878.38 from the FY23 Surplus Revenue to the OPEB Fund

*On a motion made by Councilor Raposo and seconded by Councilor Hart, it was unanimously voted to adopt the order, with Councilors Kilby and Ponte absent and not voting.*

- c. \$179,588.00 from Sewer Stabilization Fund to the Sewer FY 24 Operational Budget

*On a motion made by Councilor Raposo and seconded by Councilor Hart, it was unanimously voted to adopt the order, with Councilors Kilby and Ponte absent and not voting.*

*Councilor Kilby returned to the Council Chamber at 7:55 p.m.*

12. Mayor and quitclaim deed conveying Assessors Lot I-06-0022 (vacant lot at the corner of Columbia Street and Canal Street) as a gift to the City of Fall River

*Councilor Raposo stated that he will be abstaining from this vote as he is employed by the party that will be gifting this property to the City. Vice President Pereira requested that a letter of thanks be sent to the donor of the land, a copy of which is attached and hereto made a part of these minutes. On a motion made by Vice President Pereira and seconded by Councilor Hart, it was unanimously voted to adopt the order, with Councilor Raposo abstaining and Councilor Ponte absent and not voting.*

13. Mayor and order requesting approval of a ten-year contract for the operation, maintenance, and management of the Wastewater Treatment Facilities and Collection Systems

*Councilor Cadime requested that Corporation Counsel provide a legal opinion regarding the City Council's legislative power regarding this contract, specifically whether the City Council is approving the contract itself or approving the Mayoral signing of the contract, as well as the City Council's ability to amend the contract. On a motion made by Vice President Pereira and seconded by Councilor Kilby, it was unanimously voted to refer the order to the Committee on Finance, with Councilor Ponte absent and not voting.*

### **PRIORITY COMMUNICATIONS**

14. Traffic Commission recommending amendments to the traffic ordinances

*On a motion made by Councilor Raposo and seconded by Councilor Hart, it was unanimously voted to refer the recommendations to the Committee on Ordinances and Legislation, with Councilor Ponte absent and not voting.*

### **COMMITTEE REPORTS**

Committee on Health and Environmental Affairs recommending:

Grant Leave to Withdraw

15. Resolution – Convene to discuss construction on Stonehaven Road

*On a motion made by Councilor Raposo and seconded by Councilor Kilby, it was unanimously voted that the resolution be granted leave to withdraw, with Councilor Ponte absent and not voting.*

16. Resolution – Convene with member of Diman Regional Vocational Technical High School Building Committee and representative from Kaestle Boos, for an update re geothermal energy

*On a motion made by Councilor Raposo and seconded by Councilor Kilby, it was unanimously voted that the resolution be granted leave to withdraw, with Councilor Ponte absent and not voting.*

Committee on Regulations recommending:

Adoption, pending the presentation of the Collector's receipt of payment to the City Clerk:

17. Auto Body Shop License Renewal

Order – William Sanchez, ABG Holdings, LLC d/b/a Lambert Auto Body and Sales,  
103 Chavenson Street

*The City Clerk stated that the City Collector had provided proof that the auto body shop license holder had entered into a payment agreement to remedy the overdue fees that were due to the City. On a motion made by Councilor Raposo and seconded by Councilor Kilby, it was unanimously voted to adopt the order, with Councilor Ponte absent and not voting.*

*Approved, May 15, 2024*

*Paul E. Coogan, Mayor*

18. Auto Repair Shop License Renewal

Order – William Sanchez, ABG Holdings, LLC d/b/a Lambert Auto Body and Sales,  
103 Chavenson Street

*The City Clerk stated that the City Collector had provided proof that the auto repair shop license holder had entered into a payment agreement to remedy the overdue fees that were due to the City. On a motion made by Councilor Raposo and seconded by Councilor Dionne, it was unanimously voted to adopt the order, with Councilor Ponte absent and not voting.*

*Approved, May 15, 2024*

*Paul E. Coogan, Mayor*

Adoption, as amended:

19. Auto Repair Shop License Renewal

Order – Carlos Jaquez, Jaquez Auto Sales, LLC d/b/a Jaquez Auto and Repair,  
182 Stafford Road

Restrictions: Hours of Operation: Monday through Friday 7:00 A.M. to 7:00 P.M.  
Saturday: 7:00 A.M. to 4:00 P.M.

*On a motion made by Councilor Raposo and seconded by President Camara, it was unanimously voted to adopt the order, as amended, with Councilor Ponte absent and not voting.*

*Approved, May 15, 2024*

*Paul E. Coogan, Mayor*

Committee on Public Safety recommending:

Grant Leave to Withdraw:

20. Resolution – Establish a Capital Plan for fire station buildings

*On a motion made by Councilor Raposo and seconded by President Camara, it was unanimously voted that the resolution be granted leave to withdraw, with Councilor Ponte absent and not voting.*

21. Resolution – Convene to discuss fire hydrant testing

*On a motion made by Councilor Raposo and seconded by Councilor Kilby, it was unanimously voted that the resolution be granted leave to withdraw, with Councilor Ponte absent and not voting.*

22. Resolution – Convene with Fire Chief to discuss updates to smoke and carbon monoxide alarm systems for residential properties

*A brief discussion was held between Vice President Pereira, Councilor Hart, and Councilor Kilby regarding the lack of information related to smoke and carbon monoxide alarm system requirements. Councilors Hart and Kilby explained that the Fire Chief had provided resources for this updated code requirement during the Committee on Public Safety meeting, but that the responsibility of the Commonwealth's building code was not enforced by the Fall River Fire Department, it was enforced by the Building Inspector. On a motion made by Councilor Raposo and seconded by Councilor Sampson, it was voted that the resolution be granted leave to withdraw, with Vice President Pereira opposed and with Councilor Ponte absent and not voting.*

## **ORDINANCES**

### **Second Reading and Enrollment**

23. Proposed Ordinance – Traffic, miscellaneous  
Parking prohibited at all times:

Grinnell Street, North, 132 feet west of Jefferson Street

*On a motion made by Councilor Raposo and seconded by Councilor Dionne, it was unanimously voted that the proposed ordinance be passed through second reading and enrollment, with Councilor Ponte absent and not voting. On a further motion made by Councilor Raposo and seconded by President Camara, it was unanimously voted that the proposed ordinance be passed through ordination, with Councilor Ponte absent and not voting.*

*Approved, May 15, 2024*

*Paul E. Coogan, Mayor*

*Vice President Pereira exited the Council Chamber at 8:03 p.m.*

## **RESOLUTIONS**

24. The City Council dedicate May 19-25, 2024, as Emergency Medical Services Week in honor of EMS workers that serve our community with vital health services.

*On a motion made by Councilor Raposo and seconded by Councilor Sampson, it was unanimously voted to adopt the resolution, with Vice President Pereira and Councilor Ponte absent and not voting.*

*Vice President Pereira returned to the Council Chamber at 8:05 p.m.*

## **CITATIONS** – None

## **ORDERS – HEARINGS** – None

## **ORDERS – MISCELLANEOUS**

25. Police Chief's report on license:

### Taxicab Drivers

Austin Braga    Jeremias Cabral    Paula Medeiros    Melissa Pives

### Secondhand Licenses

Joey Pacheco d/b/a Pacheco's Furniture – 255 South Main Street

Paul Bryand d/b/a Fall River Pawnbrokers – 364 South Main Street

Paul Bryand d/b/a Fall River Pawnbrokers – 1475 South Main Street

Paul Bryand d/b/a Fall River Pawnbrokers – 1435 Pleasant Street

William Leach d/b/a Marine Supply and Consignment – 75 Ferry Street



Beverly Post d/b/a Anything – 1791 South Main Street  
 St. Vincent de Paul Exchange Store, Inc. – 1799 Pleasant Street  
 Gamestop #6735 – 153 Mariano Bishop Boulevard  
 Michael W. West d/b/a A1 Antiques and Used Furniture – 1091 Plymouth Avenue  
 Pawtucket Pawnbrokers Too, Inc. – 302 South Main Street  
 Patenaude Jewelers, Inc. 1473 South Main Street

Pawnbroker Licenses

Paul Bryand d/b/a Fall River Pawnbrokers – 364 South Main Street  
 Paul Bryand d/b/a Fall River Pawnbrokers – 1475 South Main Street  
 Paul Bryand d/b/a Fall River Pawnbrokers – 1435 Pleasant Street  
 Pawtucket Pawnbrokers Too, Inc. – 302 South Main Street

Pool/Billiards License

Rack 'Em Up Billiards – 129 Griffin Street

*On a motion made by Councilor Raposo and seconded by Councilor Hart, it was unanimously voted to adopt the order, with Councilor Ponte absent and not voting.*

26. Auto Body Shop License Renewal:

Daniel Aguiar d/b/a Advanced Collision Center and Sales – 39 Eleventh Street

*On a motion made by Councilor Raposo and seconded by Councilor Hart, it was unanimously voted to adopt the order, with Councilor Ponte absent and not voting.*

*Approved, May 15, 2024*

*Paul E. Coogan, Mayor*

27. Auto Body Shop License Transfer:

Auto Repair Shop License No. 4 located at 753 Pleasant Street from Ronald Pedro d/b/a ABC Auto Body & Sales to Santos Custom Coatings, LLC

*On a motion made by Councilor Raposo and seconded by Councilor Hart, it was unanimously voted to adopt the order, with Councilor Ponte absent and not voting.*

*Approved, May 15, 2024*

*Paul E. Coogan, Mayor*

28. Auto Repair Shop License Renewal:

John Manelas, Auto Care Plus, LLC d/b/a  
 Bayside Automotive – 1904 Bay Street

*On a motion made by Councilor Raposo and seconded by Councilor Sampson, it was unanimously voted to adopt the order, with Councilor Ponte absent and not voting.*

*Approved, May 15, 2024*

*Paul E. Coogan, Mayor*

29. City Engineer prepare plans for the acceptance of Draper Street from Globe Mills Avenue to Atlantic Boulevard

*On a motion made by Councilor Raposo and seconded by Vice President Pereira, it was unanimously voted to refer the order to the Planning Board, with Councilor Ponte absent and not voting.*

## **COMMUNICATIONS – INVITATIONS – PETITIONS**

### **30. Claims**

*On a motion made by Councilor Raposo and seconded by Councilor Sampson, it was unanimously voted to refer the claims to Corporation Counsel, with Councilor Ponte absent and not voting.*

### **31. Structure on or over a public way application for Steppingstone Inc. to hang a 30'x 36" banner between 111 and 134 Durfee Street for the 2024 "Get Steppin Walk."**

*On a motion made by Councilor Sampson and seconded by Councilor Hart, it was unanimously voted to approve the application, with Councilor Ponte absent and not voting.*

### **32. Structure on or over a public way application for Fall River Masonic Associates, Inc. to hang 24"x36" metal/reflective road signs on telephone pole at the corner of Columbus Drive and Meridian Street to advertise Masonic Lodge and clothing shed program**

*On a motion made by Councilor Raposo and seconded by Councilor Hart, it was unanimously voted to approve the application, with Councilor Ponte absent and not voting.*

### **33. City Engineer – Street opening less than 5 years on Pine Street and Purchase Street.**

*On a motion made by Councilor Raposo and seconded by President Camara, it was unanimously voted to approve the request, with Councilor Ponte absent and not voting.*

*Approved, May 15, 2024*

*Paul E. Coogan, Mayor*

### **34. Drainlayer Licenses:**

W.C. Smith & Son, Inc.

Farland Corp., Inc.

S. Oliveira Construction Corp.

T & K Asphalt Services

Perfected Construction LLC

Steven Steen

*On a motion made by Councilor Raposo and seconded by Councilor Sampson, it was unanimously voted to approve the drainlayer licenses, with Councilor Ponte absent and not voting.*

*Approved, May 15, 2024*

*Paul E. Coogan, Mayor*

### **35. Planning Board Minutes**

a. February 14, 2024

b. March 13, 2024

*On a motion made by Councilor Raposo and seconded by Councilor Dionne, it was unanimously voted that the Planning Board minutes be accepted and placed on file, with Councilor Ponte absent and not voting.*

*On a further motion made by Councilor Raposo and seconded by Councilor Dionne, it was unanimously voted to take items 36 and 37 together, with Councilor Ponte absent and not voting.*

City Council Minutes

36. Committee on Finance – April 23, 2024

37. City Council – April 23, 2024

*On a motion made by Councilor Raposo and seconded by Councilor Hart, it was unanimously voted to approve the minutes, with Councilor Ponte absent and not voting.*

**BULLETINS – NEWSLETTERS – NOTICES** – None

*A brief recess was held from 8:08 p.m. to 8:10 p.m. for the purpose of signing the proposed ordinance.*

**ITEMS FILED AFTER THE AGENDA DEADLINE**  
**CITY COUNCIL MEETING DATE: MAY 14, 2024**

**COMMITTEE REPORTS**

Committee on Ordinances and Legislation recommending:

First Reading

22a. Proposed Ordinance – Traffic, miscellaneous

Handicapped parking removals:

- Bedford Street, North, 338 feet west of Covell Street
- Fountain Street, East, 249 feet north of Columbia Street.
- Rockland Street, South, 60 feet west of South Main Street.
- South Main Street, West, 237 feet south of Woodman Street.
- William Street, South, 107 feet west of Washington Street.

*On a motion made by Councilor Raposo and seconded by Councilor Hart, it was unanimously voted that the proposed ordinance be passed through first reading, with Councilor Ponte absent and not voting.*

22b. Proposed Ordinance – Zoning Map Amendment re Waterfront Transit-Oriented Development District

*On a motion made by Councilor Raposo and seconded by Councilor Sampson, it was unanimously voted that the proposed ordinance be passed through first reading, with Councilor Ponte absent and not voting.*

Grant Leave to Withdraw

22c. Resolution – Convene with the Police Chief to discuss existing commercial vehicle parking ordinance

*On a motion made by Councilor Raposo and seconded by Councilor Hart, it was unanimously voted that the resolution be granted leave to withdraw, with Councilor Ponte absent and not voting.*

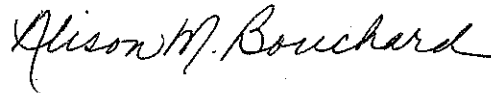
*On a motion made by Councilor Raposo and seconded by President Camara, it was unanimously voted to adjourn at 8:11 p.m., with Councilor Ponte absent and not voting.*

List of documents and other exhibits used during the meeting:

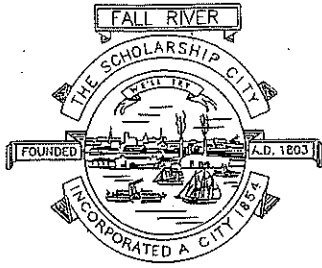
Agenda packet (attached)

DVD of meeting

A true copy. Attest:

A handwritten signature in cursive script, reading "Alison M. Bouchard".

City Clerk



City of Fall River Massachusetts  
Office of the City Clerk

ALISON M. BOUCHARD  
CITY CLERK

INÊS LEITE  
ASSISTANT CITY CLERK

May 17, 2024

Most Reverend Edgar Moreira da Cunha, S.D.V.  
Roman Catholic Diocese of Fall River  
450 Highland Avenue  
Fall River, MA 02720

Dear Bishop da Cunha,

At a Regular Meeting of the City Council held on Tuesday, May 14, 2024, on a motion made and seconded, it was unanimously voted to adopt the order accepting the deed to the land located at the southwest corner of Columbia Street and Canal Street (Parcel ID# I-06-0022). Following this vote, a request was made to forward a letter of thanks to you.

This gift of property to the City of Fall River exemplifies the dedication of the Roman Catholic Diocese of Fall River to preserve and cherish outdoor spaces in the community for all to enjoy. On behalf of the Fall River City Council, please accept our sincerest gratitude.

Sincerely,

Alison M. Bouchard  
City Clerk

/lv