

City of Fall River Massachusetts
Office of the City Clerk

RECEIVED

2025 APR 16 P 3:04

ALISON M. BOUCHARD
CITY CLERK

CITY CLERK _____
FALL RIVER, MA

INÈS LETTE
ASSISTANT CITY CLERK

MEETINGS SCHEDULED
CITY COUNCIL CHAMBER, ONE GOVERNMENT CENTER
APRIL 22, 2025
AGENDA

6:00 P.M. CITY COUNCIL COMMITTEE ON FINANCE MEETING

1. Citizen Input
2. *Discussion with the Executive Director of the Community Development Agency re: Five Year Consolidated Plan and Year One Annual Action Plan (referred 4-8-2025)
3. Transfer and appropriation

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 resolution authorizing submission of the Community Development Agency's Five Year Consolidated Plan and Year One Annual Action Plan
2. *Fiscal Year 2025 Quarter 3 Budget Report
3. *Fiscal Year 2026 Enterprise Fund Budget – Emergency Medical Services
4. *Mayor and request for confirmation of the appointment of Kelly Furtado to Police Chief and order requesting approval of contract
5. *Mayor and orders:
 - a. Establishing the Diman Stabilization Fund
 - b. Transferring \$4.6 Million from FY24 Surplus Revenue to the Diman Stabilization Fund

PRIORITY COMMUNICATIONS – None

COMMITTEE REPORTS – None

ORDINANCES

- Second Reading and Enrollment**
6. *Proposed Ordinance – Traffic, Miscellaneous
Handicapped parking removals:
Broad Street, North, 137 feet west of Shove Street
Osborn Street, North, 156 feet east of Arpin Street
 7. *Proposed Ordinance – Right-of-way fees for fiber optic cable installations

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

RESOLUTIONS

8. *Committee on Ordinances and Legislation convene with Corporation Counsel and any other interested parties to discuss amendments to the Abutters Lots Program
9. *Committee on Public Safety convene with the Police Chief, Fire Chief and Chief of Emergency Medical Services to provide quarterly updates

CITATIONS

10. Madison Medeiros – Organizing a fundraiser basketball tournament for the Catholic Youth Organization

ORDERS – HEARINGS – None

ORDERS – MISCELLANEOUS

11. Police Chief's report on licenses
Taxicab Drivers
David Correiro

Pool/Billiard Renewal
CAPMRPM LLC d/b/a Rack 'Em Up Billiards, 126 Griffin Street

Second Hand Renewals
GameStop, Inc. d/b/a GameStop 6735, 153 Mariano Bishop Boulevard
St. Vincent de Paul Exchange Store, Inc., 1799 Pleasant Street
William F. Leach d/b/a Marine Consignment of Fall River, 75 Ferry Street

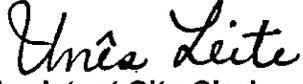
COMMUNICATIONS – INVITATIONS – PETITIONS

12. *Claims
13. *Open Meeting Law complaint filed by Rebecca Collins re: April 8, 2025, alleged violation by City Council
14. *Open Meeting Law complaint filed by Patrick Higgins re: April 8, 2025, alleged violation by City Council
15. Drainlayer Licenses
B & B Excavation, Inc.
Century Paving & Construction Corp.
Coastal Water & Excavation, Inc.
DaSilva Landscaping & Construction LLC
East Coast Landscaping & Construction, Inc.
ELJ Inc.
Farland Corp., Inc.
Geologic Earth Exploration, Inc.
Geosearch, Inc.
Joseph Botti Co., Inc.
Khoury Excavating, Inc.
LAL Construction Co., Inc.
MJD Excavation Inc.
Raposo Company Landscape & Construction LLC
Rmt Excavation Inc.
R. Wordell Enterprises, LLC
Sherry Construction Corporation
S. Oliveira Construction Corp.
W Stanley Asphalt Services, LLC

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

16. Planning Board Minutes – March 12, 2025

BULLETINS – NEWSLETTERS – NOTICES – None


Assistant City Clerk

ITEMS FILED AFTER THE AGENDA DEADLINE
CITY COUNCIL MEETING DATE: APRIL 22, 2025

RESOLUTIONS

- 9a. *Committee on Ordinances and Legislation convene with the Director of Human Resources and Corporation Counsel to discuss the creation of a Screening Committee for the Chief of the Police, Fire and Emergency Medical Services Departments



City of Fall River
Massachusetts
Office of the Mayor

FINANCE 2

RECEIVED

2025 APR -1 A 8 47

PAUL E. COOGAN
Mayor

CITY CLERK _____
FALL RIVER, MA

April 1, 2025

City 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:

I am pleased to forward to you the City of Fall River Five Year Consolidated Plan and Year One Annual Action Plan which I propose to file with the U.S. Department of Housing and Urban Development (HUD) for continued funding of the Community Development Block Grant (CDBG), Emergency Solutions Grant (ESG) and HOME Investment Partnerships (HOME) Programs. The Action Plan details activities to be undertaken during the July 1, 2025- June 30, 2026 program year.

Under a separate cover on April 14, 2025, I shall submit a proposed resolution for your consideration at your April 22nd meeting. The resolution would authorize submission of the City of Fall River Five Year Consolidated Plan and Year One Annual Action Plan with the U.S. Department of Housing and Urban Development. The Five Year Consolidated Plan and Year One Annual Action Plan is being submitted to you now in order to provide adequate review time prior to City Council consideration of the resolution at the April 22nd meeting.

The proposed program of activities, which was advertised on February 26th for public comment, was developed on the basis of testimony and proposals received at public hearings held January 8th and March 12th.

The timetable provides for submission of the Year One Annual Action Plan no later than May 7, 2025.

Should you or any other Councilor have questions or comments prior to April 22nd, I urge you to immediately contact Michael P. Dion, Executive Director/ CFO of the Fall River Community Development Agency. Mr. Dion will also be present at the City Council meeting to respond to any questions.

Sincerely,

Paul E. Coogan
Mayor
Enclosure

CITY OF FALL RIVER
IN CITY COUNCIL

APR 08 2025

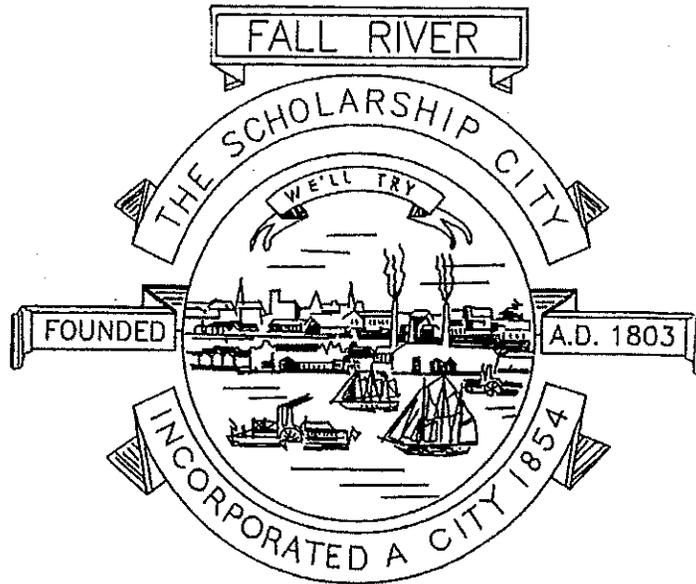
*Referred to the
Committee on Finance*

City of Fall River, Massachusetts

Paul E. Coogan, Mayor

Fall River Community Development Agency

Michael P. Dion, Executive Director/CFO



CITY CLERK
FALL RIVER, MA

2025 APR - 1 A 8 47

RECEIVED

2025-2030 Consolidated Plan

Year 1 Annual Action Plan

July 1, 2025 – June 30, 2026

HUD Federal FY25 Funding

Community Development Block Grant (CDBG) Program Year 51

HOME Investment Partnerships (HOME) Program Year 34

Emergency Solutions Grant (ESG) Program Year 39

To be submitted to the U.S. Department of
Housing & Urban Development (HUD)





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

PAUL E. COOGAN
Mayor

RECEIVED

2025 APR 15 P 3:06

CITY CLERK _____
FALL RIVER, MA

April 15, 2025

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:

I am pleased to forward to you the proposed resolution authorizing submission of the City of Fall River Five Year Consolidated Plan and Year One Annual Action Plan with the U.S. Department of Housing and Urban Development (HUD) for continued funding of the Community Development Block Grant (CDBG), Emergency Solutions Grant (ESG) and HOME Investment Partnerships (HOME) Programs. The Action Plan details activities to be undertaken during the July 1, 2025 - June 30, 2026 program year.

The resolution, Five Year Consolidated Plan and Year One Annual Action Plan are being submitted to you in order to provide review time prior to City Council consideration of the resolution at the April 22nd Council meeting. The Plans were submitted for your review under separate cover on April 1st.

The proposed program of activities, which was advertised on February 26th for public comment, was developed on the basis of testimony and proposals received at public hearings held January 8th and March 12th.

The timetable provides for submission of the Five Year Consolidated Plan and Year One Annual Action Plan no later than **May 7, 2025**.

Should you or any other Councilor have any questions or comments prior to April 22nd, I urge you to immediately contact Michael P. Dion, Executive Director/Chief Financial Officer of the Fall River Community Development Agency. Mr. Dion will be present at the City Council meeting to respond to any questions.

Sincerely,

Paul E. Coogan
Mayor

Enclosure

Mayor Paul E. Coogan

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

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

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

WHEREAS, the City of Fall River estimates that entitlements from the U.S. Department of Housing and Urban Development (HUD) will be \$2,584,036.00 under CDBG, \$231,301.00 under ESG and \$1,100,110.00 under HOME; and

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

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

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

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

RECEIVED

2025 APR 15 P 4:00

CITY CLERK _____
FALL RIVER, MA

FY 2025

QUARTER 3

BUDGET REPORT



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

PAUL E. COOGAN
Mayor

RECEIVED

2025 APR 16 P 3:37

CITY CLERK _____
FALL RIVER, MA

April 16, 2025

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 the FY26 Emergency Medical Services budget for your review and consideration. If additional information is needed on this or any other matter, please contact my office.

Sincerely,

Paul E. Coogan
Mayor

PC/amos

BE IT ORDERED: That the following FY 26 appropriations be provided through the Emergency Medical Services (EMS) rates under Chapter 53F 1/2 in the aggregate, amounting to \$16,267,000 be appropriated as follows

A. Voted: That the following sums be appropriated for the EMS Enterprise.

from EMS Rate Revenues, for EMS, Salaries	\$ 9,895,346
from EMS Stabilization Fund, for EMS, Expenses	\$ -
from EMS Rate Revenues, for EMS, Expenses	\$ 2,485,972
from EMS Rate Revenues, for EMS, Capital	\$ 240,000
from EMS Rate Revenues, for EMS, Transfers (Indirect Costs)	\$ 3,645,683
from EMS Rate Revenues, for EMS, Debt	
TOTAL:	\$ 16,267,000

and that \$16,267,000 be raised as follows:

EMS Stabilization Fund	\$ -
Departmental Receipts	\$ 16,267,000
	<u>\$ 16,267,000</u>

Recommend that the following sums be appropriated to operate the EMS Enterprise:

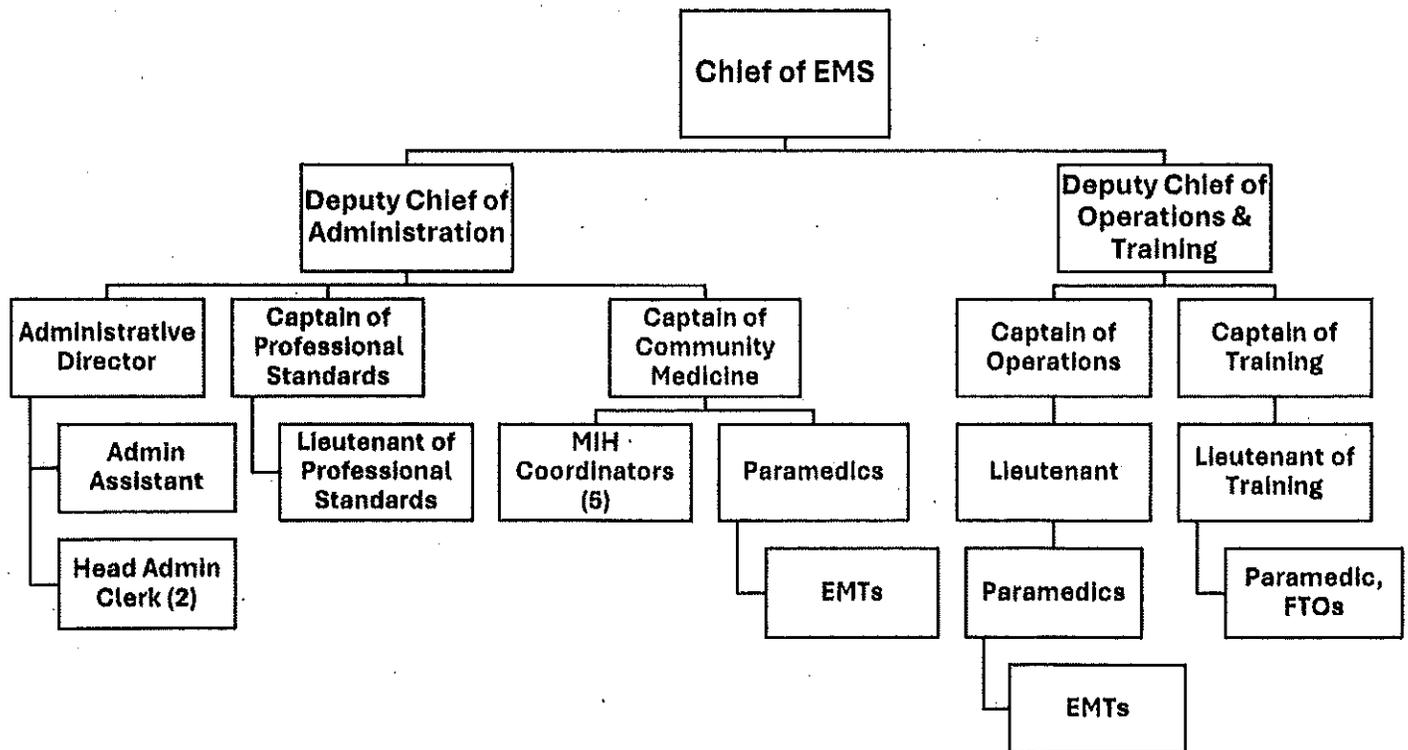
	<u>Direct</u>	
Salaries		\$ 9,895,346
Expenses		\$ 2,485,972
Capital		\$ 240,000
Debt		\$ -
Subtotal		<u>\$ 12,621,318</u>
	<u>Indirect</u>	
Health Insurance		\$ 1,302,781
Pensions		\$ 1,146,639
Other		\$ 1,196,263
Subtotal		<u>\$ 3,645,683</u>
TOTAL:		\$ 16,267,000

RECEIVED
 2025 APR 15 P 4:00
 CITY CLERK
 FALL RIVER, MA

Mission: The City of Fall River Fire Department Emergency Medical Services is the primary provider of emergency medical services for the City of Fall River. We are committed to promoting excellence in pre-hospital care, with compassion and the highest standard of care. Our commitment is to public safety and protecting the safety and health of the public.

Description: The Fall River Fire Department Emergency Medical Services' vision is to be known as a progressive pre-hospital provider. Our continued training, and education for all hazard emergencies will enhance our ability to effectively function in a high stress situation, to reduce injuries and the loss of life. Through teamwork the Fall River Fire Department Emergency Medical Services is viewed as an innovative pre-hospital emergency medical provider, pursuing the latest medical advancements. Our department will remain a premier provider of emergency medical care, with a high standard of clinical treatment, compassion and respect for those we serve in their time of crisis.

Organizational Chart:



EMS Enterprise Fund

	FY2024	FY2025	FY2026	FY25 - 26
	Actuals	Revised Budget	Proposed Budget	Change %
REVENUES:				
Fees	12,493,061	13,150,000	14,605,000	9.96%
EMT School	-	10,000	75,000	86.67%
EMS Vaccine Program	-	20,000	75,000	73.33%
CRP Training Fees	15,434	5,000	12,000	58.33%
PCG Reimbursement	-	1,200,000	1,500,000	20.00%
Transfer From Stabilization	284,000	322,117	-	0.00%
From Retained Earnings	-	-	-	0.00%
Total EMS Enterprise Fund Revenues	\$ 12,792,496	\$ 14,707,117	\$ 16,267,000	9.59%
EXPENSES:				
Salaries & Wages	7,646,617	8,622,323	9,895,346	12.86%
Expenses	1,410,083	2,174,120	2,139,242	-1.63%
Capital	395,429	627,117	240,000	-161.30%
Indirect Charges	2,979,629	3,283,557	3,920,683	16.25%
Debt Service	-	-	71,730	100.00%
Total EMS Enterprise Fund Expenses	\$ 12,431,759	\$ 14,707,117	\$ 16,267,000	9.59%
BUDGET SURPLUS (DEFICIT)	\$ 360,737	\$ -	\$ -	0.00%

	FY2024 Actual Expenditures	FY2025 Revised Budget	FY2026 Proposed Budget	FY25 - 26 Change %
Salaries & Wages	\$ 7,646,617	\$ 8,622,323	\$ 9,895,346	12.86%
Salaries & Wages, Permanent	5,778,017	6,526,464	7,701,971	15.26%
EMS Shared Squad	342,274	336,375	375,500	10.42%
EMS Shared Dispatchers	-	257,555	-	0.00%
EMS Shared Fire Mechanics	7,795	30,000	30,000	0.00%
Longevity	33,850	35,800	35,500	-0.85%
Salaries & Wages, Tempoary	27,515	125,000	125,000	0.00%
Overtime	614,605	450,000	675,000	33.33%
OT, Weather/Snow	10,545	50,000	75,000	33.33%
Educational	26,950	30,450	35,700	14.71%
Holiday Pay	459,092	546,393	632,570	13.62%
Service Out of Rank	17,157	7,500	12,000	37.50%
Retirement Buyouts	203,077	75,000	25,000	-200.00%
Worker's Compensation, Salaries	-	30,000	30,000	0.00%
Unemployment Payments	9,978	-	-	0.00%
Medicare Match	98,168	104,086	123,555	15.76%
On-Call Stipend	16,720	17,700	16,800	-5.36%
Uniform Allowance	875	-	1,750	100.00%
Expenses	\$ 1,410,083	\$ 2,174,120	\$ 2,139,242	-1.63%
Electricity	6,741	9,000	7,500	-20.00%
Heat	3,964	6,500	5,000	-30.00%
R & M	1,662	1,200	1,200	0.00%
Other Stipends	-	88,000	110,000	20.00%
EMT School	-	10,000	70,000	85.71%
EMS Vaccine Program	-	20,000	45,000	55.56%
R & M, Radlo	7,755	8,000	10,000	20.00%
Rentals & Leases	247,686	844,000	691,417	-22.07%
CPR Training	8,902	12,000	12,000	0.00%
Documentation Program	34,095	72,000	100,000	28.00%
Workers Compensation	13,531	20,000	20,000	0.00%
Training	5,295	11,000	15,000	26.67%
Data Processing	109,737	105,400	52,000	-102.69%
Telephone/Communications	113	10,400	8,000	-30.00%
Postage	6,060	7,500	7,500	0.00%
Medical Director Training	20,000	22,500	22,500	0.00%
Gasoline	112,262	175,000	132,000	-32.58%
Office Supplies	1,818	1,995	2,525	20.99%
Computer Equip, Rental	6,527	7,500	7,500	0.00%
R & M, Other	34,993	10,600	9,500	-11.58%
Cleaning Supplies	60	1,500	1,000	-50.00%
Motor Oil & Lubricants	49,311	30,000	30,000	0.00%
Parts & Accessories	135,873	150,000	175,000	14.29%
Medical Supplies	363,501	267,500	225,000	-18.89%
Books	395	1,225	1,000	-22.50%

	FY2024 Actual Expenditures	FY2025 Revised Budget	FY2026 Proposed Budget	FY25 - 26 Change %
Data Processing Supplies	1,497	2,500	3,000	16.67%
R & M, Stretchers	4,209	6,000	75,000	92.00%
Syringe Disposal	10,805	11,500	6,000	-91.67%
Other Intergovernmental	11,054	10,000	12,000	16.67%
Water/Sewer	3,416	4,500	2,500	-80.00%
In-State Travel	110	300	100	-200.00%
Motor Vehicle Insurance	208,762	244,500	275,000	11.09%
Claims & Damages	-	2,000	5,000	60.00%
Capital	\$ 395,429	\$ 627,117	\$ 240,000	-161.30%
Indirect Charges	\$ 2,979,629	\$ 3,283,557	\$ 3,920,683	16.25%
Transfers to General Fund	896,660	958,592	1,196,263	19.87%
Transfers to General Fund, Shared	147,428	147,428	275,000	46.39%
Employee Benefits	1,044,885	1,044,885	1,302,781	19.80%
Health Insurance	890,656	1,132,652	1,146,639	1.22%
Retirement Contributions	-	-	-	-
Debt Service	\$ -	\$ -	\$ 71,730	100.00%
Interest, Short-Term Debt	-	-	71,730	100.00%
Total EMS Enterprise Fund Expenses	\$ 12,431,759	\$ 14,707,117	\$ 16,267,000	9.59%

Position	Employee	FTE	FY2026 Base		Total Stipends	Total Add. Pay	Total FY2026 Salary
			Salary	Longevity			
Acting Chief	Faunce	1	172,000.00	4,000.00	-	-	176,000.00
Deputy Chief	Arruda	1	117,568.49	1,500.00	1,680.00	10,485.19	131,233.68
Deputy Chief	Lonardo	1	117,568.49	1,500.00	1,680.00	10,485.19	131,233.68
Captain	Adams	1	102,233.70	1,000.00	1,680.00	9,163.25	114,076.95
Captain	Ferguson	1	102,233.70	1,000.00	1,680.00	9,163.25	114,076.95
Captain	Lambert	1	102,233.70	1,500.00	1,680.00	9,163.25	114,576.95
Captain	Leduc	1	102,233.70	1,500.00	1,680.00	9,163.25	114,576.95
Lieutenant	Blackburn	1	88,898.95	500.00	-	8,013.65	97,412.60
Lieutenant	Brown	1	88,898.95	500.00	-	8,013.65	97,412.60
Lieutenant	Finnegan	1	88,898.95	500.00	1,680.00	8,013.65	99,092.60
Lieutenant	Kelth	1	88,898.95	500.00	-	8,013.65	97,412.60
Lieutenant	Leduc	1	88,898.95	1,000.00	-	8,013.25	97,912.20
Lieutenant	Levesque	1	88,898.95	1,000.00	1,680.00	8,013.65	99,592.60
Lieutenant	Lockhart	1	88,898.95	500.00	1,680.00	8,013.65	99,092.60
Lieutenant	Oldham	1	88,898.95	1,500.00	1,680.00	8,013.65	100,092.60
Lieutenant	Trudel	1	88,898.95	500.00	-	8,013.65	97,412.60
Paramedic, FTO	Clark	1	80,008.76	500.00	-	7,014.04	87,522.80
Paramedic, FTO	Farrell	1	80,008.76	500.00	-	7,014.04	87,522.80
Paramedic, FTO	Green	1	80,008.76	500.00	-	7,014.04	87,522.80
Community Paramedic	Hennessey	1	80,008.76	-	-	7,014.04	87,022.80
Community Paramedic	Holland	1	80,008.76	500.00	-	7,014.04	87,522.80
Community Paramedic	Lighthall	1	80,008.76	2,250.00	-	7,014.04	89,272.80
Paramedic, FTO	Rodriques	1	80,008.76	2,250.00	-	7,014.04	89,272.80
Community Paramedic	Scanlon	1	80,008.76	-	-	7,014.04	87,022.80
Community Paramedic	Stewart	1	80,008.76	-	-	7,014.04	87,022.80
Paramedic, FTO	Talamo	1	80,008.76	500.00	-	7,014.04	87,522.80
Community Paramedic	Telxelra	1	80,008.76	500.00	-	7,014.04	87,522.80
Paramedic	Adams	1	77,303.50	-	-	7,014.04	84,317.54
Paramedic	Arruda	1	77,303.50	500.00	-	7,014.04	84,817.54
Paramedic	Binns	1	77,303.50	-	-	7,014.04	84,317.54
Paramedic	Blackburn	1	77,303.50	500.00	-	7,014.04	84,817.54
Paramedic	Broulette	1	77,303.50	-	-	7,014.04	84,317.54
Paramedic	Capozzi	1	77,303.50	500.00	-	7,014.04	84,817.54
Paramedic	Disandro	1	77,303.50	-	-	7,014.04	84,317.54
Paramedic	Downey	1	77,303.50	-	-	7,014.04	84,317.54
Paramedic	Gauvin	1	77,303.50	-	-	7,014.04	84,317.54
Paramedic	Harrington	1	77,303.50	500.00	-	7,014.04	84,817.54
Paramedic	Herberman	1	77,303.50	-	-	7,014.04	84,317.54
Paramedic	Hickey	1	77,303.50	-	-	7,014.04	84,317.54
Paramedic	Karman	1	77,303.50	-	-	7,014.04	84,317.54
Paramedic	Krauzyk	1	77,303.50	500.00	-	7,014.04	84,817.54
Paramedic	Lelgh	1	77,303.50	-	-	7,014.04	84,317.54
Paramedic	Martinelii	1	77,303.50	500.00	-	7,014.04	84,817.54
Paramedic	Morse	1	77,303.50	500.00	-	7,014.04	84,817.54

Position	Employee	FTE	FY2026 Base		Total Stipends	Total Add. Pay	Total FY2026 Salary
			Salary	Longevity			
Paramedic	Pham	1	77,303.50	-	-	7,014.04	84,317.54
Paramedic	Pike	1	77,303.50	500.00	-	7,014.04	84,817.54
Paramedic	Proctor	1	77,303.50	500.00	-	7,014.04	84,817.54
Paramedic	Santoro	1	77,303.50	-	-	7,014.04	84,317.54
Paramedic	Souza	1	77,303.50	-	-	7,014.04	84,317.54
Paramedic	Stys	1	77,303.50	-	-	7,014.04	84,317.54
Paramedic	Tavano	1	77,303.50	500.00	-	7,014.04	84,817.54
Paramedic	Teixeira	1	77,303.50	-	-	7,014.04	84,317.54
Paramedic	Vaitses	1	77,303.50	-	-	7,014.04	84,317.54
Paramedic	Weston	1	77,303.50	-	-	7,014.04	84,317.54
Paramedic	Cox	1	72,246.10	500.00	-	6,578.15	79,324.25
Paramedic	Cunha	1	72,246.10	-	-	6,578.15	78,824.25
Paramedic	Katz	1	72,246.10	-	-	6,578.15	78,824.25
Paramedic	Kim	1	72,246.10	-	-	6,578.15	78,824.25
Paramedic	Mccabe	1	72,246.10	-	-	6,578.15	78,824.25
Paramedic	Mendonca	1	72,246.10	-	-	6,578.15	78,824.25
Paramedic	Silvelra	1	72,246.10	-	-	6,578.15	78,824.25
Paramedic	Smart	1	72,246.10	-	-	6,578.15	78,824.25
Paramedic	Tattrie	1	72,246.10	-	-	6,578.15	78,824.25
Administrative Director	Carvalho	1	67,519.92	3,000.00	-	7,045.75	77,565.67
Paramedic	Larisa	1	67,519.10	-	-	6,170.25	73,689.35
Paramedic	Cateon	1	67,519.10	-	-	6,170.75	73,689.85
Paramedic	Choate	1	67,519.10	-	-	6,170.75	73,689.85
Paramedic	Folger	1	67,519.10	-	-	6,170.75	73,689.85
Paramedic	Phillips	1	67,519.10	-	-	6,170.75	73,689.85
EMT, Advanced	Cabral	1	57,862.91	-	-	5,169.50	63,032.41
EMT, Advanced	Venditto	1	57,862.91	-	-	5,169.50	63,032.41
MIH Coordinator	Arruda	1	55,906.20	-	-	6,044.50	61,950.70
MIH Coordinator	Brown	1	55,906.20	-	-	5,169.50	61,075.70
EMT	Cabral	1	55,906.20	-	-	5,169.50	61,075.70
MIH Coordinator	Caron	1	55,906.20	-	-	5,169.50	61,075.70
EMT	Denis	1	55,906.20	-	-	5,169.50	61,075.70
EMT	Deoliveira	1	55,906.20	-	-	5,169.50	61,075.70
EMT	Dorego II	1	55,906.20	-	-	5,169.50	61,075.70
EMT	Fernandez	1	55,906.20	-	-	5,169.50	61,075.70
EMT	Fischer	1	55,906.20	-	-	5,169.50	61,075.70
EMT	Fontaine	1	55,906.20	-	-	5,169.50	61,075.70
EMT	Gale	1	55,906.20	-	-	5,169.50	61,075.70
EMT	Katz	1	55,906.20	-	-	5,169.50	61,075.70
EMT	Lima	1	55,906.20	-	-	5,169.50	61,075.70
EMT	Longworth	1	55,906.20	-	-	5,169.50	61,075.70
EMT	Lucler	1	55,906.20	-	-	5,169.50	61,075.70
EMT	Mikhail	1	55,906.20	-	-	5,169.50	61,075.70
EMT	Murphy	1	55,906.20	-	-	5,169.50	61,075.70

Position	Employee	FTE	FY2026 Base Salary	Longevity	Total Stipends	Total Add. Pay	Total FY2026 Salary
EMT	Murphy	1	55,906.20	-	-	5,169.50	61,075.70
EMT	Nahlgan	1	55,906.20	-	-	5,169.50	61,075.70
EMT	Pacheco	1	55,906.20	-	-	5,169.50	61,075.70
EMT	Pavao	1	55,906.20	-	-	5,169.50	61,075.70
EMT	Perelra	1	55,906.20	-	-	5,169.50	61,075.70
MIH Coordinator	Polson	1	55,906.20	-	-	5,169.50	61,075.70
EMT	Rebello	1	55,906.20	-	-	5,169.50	61,075.70
EMT	Silva	1	55,906.20	-	-	5,169.50	61,075.70
EMT	Slocum	1	55,906.20	-	-	5,169.50	61,075.70
EMT	Sulham	1	55,906.20	-	-	5,169.50	61,075.70
EMT	Sylvia	1	55,906.20	-	-	5,169.50	61,075.70
EMT	Tripp	1	55,906.20	-	-	5,169.50	61,075.70
EMT	Wilkie	1	55,906.20	-	-	5,169.50	61,075.70
EMT	Winters	1	55,906.20	-	-	5,169.50	61,075.70
MIH Coordinator	Znoj	1	55,906.20	-	-	5,169.50	61,075.70
Admin Assistant	Soares	1	54,726.11	-	-	-	54,726.11
Head Admin Clerk	Demarco	1	53,184.07	1,000.00	-	-	54,184.07
Head Admin Clerk	Barroso	1	50,553.46	-	-	-	50,553.46
Totals		106	7,701,971	35,500	16,800	670,020	\$ 8,424,291



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

PAUL E. COOGAN
Mayor

RECEIVED

2025 APR 15 P 4: 03

CITY CLERK _____
FALL RIVER, MA

April 3, 2025

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 confirmation from the City Council of the following appointment:

Name: Kelly Furtado

Address 144 Place Avenue
Somerset, MA 02726

Position: Police Chief

Appointment Date: March 31, 2025

Salary: \$215,000.00

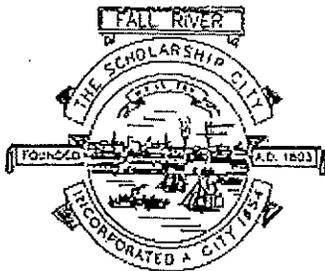
Sincerely,

Paul E. Coogan
Mayor

PC/amos

ORDERED, that the appointment by the Mayor of Kelly Furtado as Chief of Police be and the same is hereby confirmed, and be it further

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



**POLICE CHIEF
EMPLOYMENT AGREEMENT**

This Employment Agreement (hereinafter "AGREEMENT") is made by and between the City of Fall River and Kelly A. Furtado.

WHEREAS, the City of Fall River is a municipal corporation (hereinafter "CITY"), located at One Government Center, Fall River, Massachusetts 02722; and

WHEREAS, pursuant to §2-401 of the Fall River Code, the Chief of Police is the head of the Police Department and shall be responsible for the management and operation of such department; and

WHEREAS, Paul E. Coogan, as the Mayor of the CITY, desires to appoint Kelly A. Furtado to serve in the position of Chief of Police for the City of Fall River; and

WHEREAS, Kelly A. Furtado (hereinafter "POLICE CHIEF") is willing to accept employment as the Chief of Police for the City of Fall River;

NOW, THEREFORE, in consideration of the mutual promises and agreements contained herein, the CITY and POLICE CHIEF hereby agree as follows:

DUTIES

POLICE CHIEF shall be the head of the Fall River Police Department and shall be responsible and accountable for the effective management and operation of said department in accordance with all laws, city ordinances, collective bargaining agreements, and city policies and procedures. POLICE CHIEF shall devote sufficient time, skill, and attention necessary to perform the duties under this AGREEMENT in an efficient, trustworthy and professional manner, all in the best interest of the CITY. POLICE CHIEF shall report directly to the Mayor, but shall have the authority to effectively and efficiently operate the Fall River Police Department, including, but not limited to, the following duties:

- A. POLICE CHIEF shall be responsible for the overall operation and management of the Police Department, including its property, equipment, motor vehicles, and buildings;
- B. POLICE CHIEF shall supervise the daily operations of the Police Department, including the assignment of personnel to tours, shifts, and duties as needed;

- C. POLICE CHIEF shall implement and supervise all training programs for Police Department personnel;
- D. POLICE CHIEF shall prepare the annual budget for the Police Department and shall oversee departmental finances;
- E. POLICE CHIEF shall establish uniform, equipment, weapons, and ammunitions specifications for the Police Department;
- F. POLICE CHIEF shall, when necessary, take appropriate disciplinary actions against members of the Police Department;
- G. POLICE CHIEF shall be responsible for communication with the public on matters related to public safety, police operations, and department policy; and
- H. POLICE CHIEF shall maintain appropriate and consistent communication with the Mayor, in order to keep the Mayor appraised of pertinent issues in the Police Department.

PROFESSIONAL DEVELOPMENT

CITY will reimburse POLICE CHIEF for reasonable travel, food and lodging expenses incurred in connection with attendance at professional development courses and/or seminars that are approved by the Mayor. POLICE CHIEF must obtain the Mayor's approval of all professional development expenses before they are incurred.

PERFORMANCE EVALUATION

POLICE CHIEF'S performance may be reviewed and evaluated by the Mayor and/or the Mayor's designee during the term of this AGREEMENT for the purpose of evaluating the overall effectiveness of POLICE CHIEF.

TERM

The term of this AGREEMENT shall be three (3) years, beginning on March 31, 2025 and ending on March 30, 2028, and may be renewed by mutual agreement of the parties.

COMPENSATION AND BENEFITS

CITY agrees to pay POLICE CHIEF an annual salary of Two Hundred Fifteen Thousand Dollars (\$215,000.00) the first year of the contract (beginning March 31, 2025), payable at the same time and manner as other employees of the City of Fall River. The CITY and POLICE CHIEF agree to renegotiate the annual salary for the second year (beginning March 31, 2026) and the third year (beginning March 31, 2027). Additionally, POLICE CHIEF shall be entitled to the following benefits:

- A. Health, dental, life insurance, and retirement benefits.
- B. Vacation Days. Forty-Eight (48) paid vacation days per year, which will expire without compensation at the end of the calendar year (December 31st). Vacation requests must be approved by the Mayor or City Administrator and must not interfere with effective operation of the Police Department. Up to two weeks (16 days) of vacation each year may be sold back to the City for payment.
- C. Sick Leave. Sick leave shall be accrued in accordance with the Fall River Superior Officer's Association Collective Bargaining Agreement.
- D. Personal Days. Four (4) per year, which will expire without compensation at the end of the calendar year.
- E. Death in the Immediate Family. Bereavement leave in accordance with §50-153 of the Fall River Code, which is incorporated herein by reference.
- F. Holidays. Fourteen (14) paid holidays per year (included in POLICE CHIEF's compensation as outlined above), which include New Year's Day, Martin Luther King Jr. Day, Presidents' Day, Good Friday, Patriot's Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, Day After Thanksgiving and Christmas Day. The Chief may also elect to work on a designated holiday and, in exchange, take another day off within (30) days of the holiday occurring. This alternative day off must be scheduled with appropriate notice and approval to ensure departmental operational needs are met.
- G. POLICE CHIEF is entitled to injured on-duty benefits as set forth in M.G.L. c. 41, § 111F and M.G.L. c. 32, § 94.
- H. CITY agrees to reimburse POLICE CHIEF for annual dues paid to the Massachusetts Chiefs of Police Association.
- I. If the CITY has not paid POLICE CHIEF for compensatory time earned prior to execution of this AGREEMENT, then POLICE CHIEF shall be entitled to carry over and utilize the previously earned compensatory time with notice to the Mayor.

POLICE CHIEF acknowledges that she will often be required, without additional compensation, to devote evening and/or weekend hours as necessary for the proper performance of her duties as the Chief of Police. POLICE CHIEF is not entitled to overtime compensation or compensatory time. POLICE CHIEF may adjust her schedule taking into account such "extra" time so long as the same does not interfere with the obligations to perform her duties.

POLICE CHIEF acknowledges that she will not be entitled to any salary increases or bonuses, such as the Quinn Bill, unless specifically stated in this AGREEMENT. The parties understand and agree that the annual salary in this AGREEMENT is the maximum amount CITY

is required to pay POLICE CHIEF. Therefore, if CITY is required to pay any additional financial benefit, then the salary of POLICE CHIEF will be reduced by the same amount.

At the discretion of the Mayor, POLICE CHIEF may be awarded an increase to the compensation package during the term of this AGREEMENT, but at no time will the compensation or other benefits be reduced, except when such reduction is evenly applied across-the-board for all employees of the city.

AUTOMOBILE

CITY shall provide an unmarked city-owned vehicle for use by POLICE CHIEF in connection with the performance of her duties, with maintenance, operating expenses and insurance to be paid by the city.

Since POLICE CHIEF is frequently required to respond to emergencies and otherwise be on-call at all times, POLICE CHIEF is authorized to use the city-owned vehicle for personal use, provided that the vehicle is never taken more than fifty (50) miles from Fall River without prior authorization from the Mayor. POLICE CHIEF must relinquish possession of the city-owned vehicle if on leave or unable to perform the duties of the position for more than twenty-one (21) consecutive days. Failure to comply with the terms of this provision may result, in the Mayor's sole discretion, in a temporary or permanent loss of use of a city-owned vehicle and termination of this Automobile provision.

TERMINATION

This AGREEMENT may be terminated at any time for the following reasons:

- A. Termination for Just Cause. CITY may terminate this AGREEMENT at any time by providing POLICE CHIEF with written notice of the termination for just cause, including the facts and grounds in support thereof, at least thirty (30) days prior to termination. Just cause shall be defined to include any misconduct materially related to performance of official duties, including, but not limited to, any of the following:
 1. Material breach of this AGREEMENT and/or the duties contained therein;
 2. Resume fraud or other acts of material dishonesty in the hiring process;
 3. Unauthorized leave;
 4. Conviction of a felony offense or a misdemeanor involving moral turpitude;
 5. Material violation of the city's laws, ordinances, or regulations, including, but not limited to, the city policies against discrimination or harassment;
 6. Use and/or possession of illegal drugs;
- B. Termination Due to Incapacity. CITY may terminate this AGREEMENT due to the incapacity of POLICE CHIEF, which is defined as an inability to perform the Duties of the position for a continuous period of over sixty (60) days.
- C. Termination Due to Resignation, Retirement or Death. This AGREEMENT shall immediately terminate if POLICE CHIEF submits her resignation, retires, or is deceased.

POLICE CHIEF shall give at least three (3) months written notice to the Mayor prior to resignation or retirement.

INDEMNIFICATION

CITY agrees to defend and indemnify POLICE CHIEF from any claim, demand, action, or lawsuit arising out of any action or omission by POLICE CHIEF that occurs within the scope of employment. POLICE CHIEF understands and agrees that any intentional tort and/or criminal act is outside the scope of employment and will not be defended or indemnified by CITY. POLICE CHIEF acknowledges that CITY is self-insured and no policy coverage or rider is provided above and beyond the terms of this agreement for indemnification.

PROHIBITION OF POLITICAL ACTIVITY

During the term of this AGREEMENT, POLICE CHIEF shall not engage in political activity, including, but not limited to, publicly endorsing any candidate seeking elective office.

ENTIRE AGREEMENT

This AGREEMENT contains the entire agreement between the parties, and supersedes all other agreements, either oral or in writing. Any agreement, statement, promise, or inducement not contained within this AGREEMENT shall not be valid or binding upon either party. The terms of this AGREEMENT may only be changed or modified by written instrument duly executed by both parties.

MASSACHUSETTS LAW

This AGREEMENT shall be constructed and interpreted in accordance with the laws of the Commonwealth of Massachusetts. If any provision in this AGREEMENT is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

IN WITNESS WHEREOF, the parties have executed this AGREEMENT in the City of Fall River on this _____ day of April, 2025:

POLICE CHIEF:

CITY OF FALL RIVER:

Kelly A. Furtado
Fall River Police Department

Paul E. Coogan
Mayor

Approved as to Form & Manner of Execution Only:

Alan J. Rumsey
Corporation Counsel
City of Fall River

5a



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

PAUL E. COOGAN
Mayor

RECEIVED

2025 APR 16 P 3:38

CITY CLERK
FALL RIVER, MA

April 16, 2025

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:

Dear Honorable Council Members:

Attached please find a request from Interim Director of Financial Services, Emily Arpke, to create a "Diman Stabilization Fund" in accordance with M.G.L c. 40, §5B.

If additional information is needed, please reach out to my office. Thank you.

Sincerely,

Paul E. Coogan
Mayor

PC/amos

City of Fall River, *In City Council*

5a

April 22, 2025

ORDERED:

To create pursuant to the provisions of General Laws Chapter 40, Section 5B, the City of Fall River hereby establishes a stabilization fund, to be called "Diman Stabilization Fund."

RECEIVED

2025 APR 15 P 4:00

CITY CLERK _____
FALL RIVER, MA



**DIRECTOR OF
FINANCIAL SERVICES**
CITY OF FALL RIVER

April 15, 2025

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

Mayor Coogan,

Enclosed are orders to create and fund a Diman Stabilization Fund. We have proposed the creation of a Diman Stabilization Fund to ensure the General Fund budget can absorb this new level of assessment with no further burden on the taxbase. There are many reasons we feel this is the best course of action. By creating a dedicated Diman Stabilization Fund, separate from the General Stabilization Fund, we can ensure any funds put into this account are used only for Diman assessments. Moreover, it displays our plan, ability, and understanding of the need to manage this long-term financial burden. The State and Rating Agencies will look at more favorably at the City of Fall River in analyzing our financial strength by having this separation, as the current stabilization fund.

The Division of Local Services in the Commonwealth has defined use of General Stabilization Funds as the following: *"Communities establish general stabilization funds (M.G.L. c. 40, §5B) as reserve accounts to provide emergency funds for use in a major or significant event, such as natural disaster, an uninsured loss, damage to a capital asset, or prolonged decrease in revenue. Although a general stabilization fund may be appropriated for any lawful purpose, withdrawals should be limited to mitigating emergencies or other unanticipated events that cannot be supported by current general fund appropriations. A community's target balance for a general stabilization fund varies by budget, experience, and other available reserves. A recommended goal is typically in the five to seven percent of the current operating budget range."*

They further define Special Purpose Stabilization Funds as the following: *"A community can create special purpose stabilization funds and designate specific allowable expenses. Target balances should be defined based on the specific purpose and expenditures; however, these reserves may be supported by dedicating a particular fee, charge, or other receipt to provide a consistent funding source."*

At this point in time, the goal will be to have at least the following years estimated payment in the Diman Stabilization Fund so that if in a budget cycle we are not able to absorb the assessment, we have a dedicated reserve available. We will fund this account with certified Free Cash, or any unexpended assessment appropriations, as available or needed. We are proposing to fund this now with \$4.6M from our current Free Cash certification as the payment estimate for fiscal year 2026 is just under that amount.

Sincerely,

Emily Arpke
Interim Director of Financial Services



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

RECEIVED

2025 APR 16 P 12:42

CITY CLERK _____
FALL RIVER, MA

PAUL E. COOGAN
Mayor

April 15, 2025

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

Dear Honorable Council Members:

In accordance with the provisions of Chapter 44, Section 32 of the Massachusetts General Laws, I recommend the following appropriations to your Honorable Body.

1. \$4,600,000.00 That the sum of \$4,600,000.00 be, and the same is hereby transferred to the DIMAN STABILIZATION from the FY24 SURPLUS REVENUE.

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

Best Regards,

Paul Coogan
Mayor

City of Fall River, *In City Council*

April 22, 2025

ORDERED:

That the sum of \$4,600,000.00 be, and the same is hereby transferred to
Diman Stabilization Fund from FY24 Surplus Revenue:

FY24 Surplus Revenue .	\$4,600,000.00
------------------------	----------------

RECEIVED

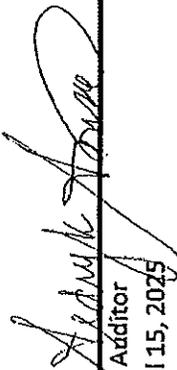
2025 APR 15 P 4 00

CITY CLERK _____
FALL RIVER, MA

FY25 Appropriation/Transfer Number Analysis

Line	Original/Revised Appropriation	Amount Transferred	Adjusted Balance
General Fund Free Cash	\$ 14,566,404.00	\$ (4,600,000.00)	\$ 9,966,404.00
Diman Stabilizaiton Fund	\$ -	\$ 4,600,000.00	\$ 4,600,000.00

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


 City Auditor
 April 15, 2025

RECEIVED
 2025 APR 15 P 4:00
 CITY CLERK
 FALL RIVER, MA

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 generally, the following:

Name of Street	Side	Location
Broad Street	North	Starting at a point 137 feet west of Shove Street, for a distance of 20 feet westerly
Osborn Street	North	Starting at a point 156 feet east of Arpin Street, for a distance of 20 feet easterly

CITY OF FALL RIVER
IN CITY COUNCIL

APR 08 2025

*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 Section 2-453 of Appendix A-Fee Schedule of the Code of the City of Fall River, Massachusetts, 2018, which Section relates to Fees charged by City Clerk's office, be amended, as follows:

By striking out sub-section(26), in its entirety, and inserting in place thereof, the following:

(26) Use of City's Right-of-Way (cable, wire, fiber, cabinets, etc.)

- (a) Application/Permit Fee; single permit \$50.00
- (b) Application/Permit Fee; multiple permits (maximum of 5) \$200.00
- (c) Recording order granting locations of poles, piers, appurtenance, fixture, abutments or conduits, or alterations or transfers thereof, and increase in the number of wires and cables or attachments under the provisions of MGL c. 166, §22 \$70.00
 - For each street or way included in such order, an additional \$30.00
- (d) Pole authorization for attachment of fixture, box, small cell wireless facility, appurtenance, or other non-wire attachment to a new or replacement utility pole \$1,000.00
- (e) Pole authorization(s) (maximum of 5) for attachment of fixture, box, small cell wireless facility, appurtenance, or other non-wire attachment to an existing pole or structure \$500.00
 - For each additional pole authorization (over 5) for an attachment to an existing pole or structure \$100.00
- (f) Annual fee (renewing authorization) per fixture, box, small cell wireless facility, appurtenance, or other non-wire attachment to:
 - City-owned pole or structure \$500.00
 - Pole or structure not owned by the City \$270.00
- (g) Annual occupancy rate if located within the City's right-of-way
 - Cabinet/box/hub/enclosure; max. of 15 cubic feet \$500.00
 - Cabinet/box/hub/enclosure; more than 15 cubic feet \$1,000.00
 - Above ground rate; per linear foot of cable/wire/fiber \$0.50
 - Below ground rate; per linear foot of cable/wire/fiber \$0.75
- (h) Annual occupancy rate if item(s) is located on City property, but not within the right-of-way:
 - Cabinet/box/hub/enclosure; max. of 15 cubic feet \$1,000.00
 - Cabinet/box/hub/enclosure; more than 15 cubic feet \$2,000.00
 - Cable/wire/fiber, per linear foot \$1.75
- (i) Daily fee, to begin accruing 90 days after property/item is no longer in use, for failure to remove property/item from City-owned property \$50

CITY OF FALL RIVER
IN CITY COUNCIL

APR 08 2025

*Passed through
first reading*

7 copies on disks & emailed 4/8/25

(Councilor Michelle M. Dionne)

WHEREAS, at a recent meeting of the Committee on Finance there was a discussion held regarding necessary updates that must be made to the existing Chapter 42, Article IV, Abutters Lots Program within the City Code, and

WHEREAS, there are new Massachusetts General Laws that are no longer congruent with various portions of the existing ordinance, such as real estate appraisal requirements and acceptable methods of property sale, and

WHEREAS, there are many abutters throughout the City that have expressed interest in purchasing eligible properties through the Abutters Lots Program, now therefore

BE IT RESOLVED, that the Committee on Ordinances and Legislation convene with Corporation Counsel and any other interested parties to discuss necessary amendments that must be applied to the existing Abutters Lots Program to achieve compliance with new state law requirements.

(Filed 4-10-2025)

City of Fall River, In City Council

(Vice President Linda M. Pereira)

WHEREAS, the City of Fall River is home to over 93,000 residents and, along with non-residents, are serviced by the Fall River Police Department, the Fall River Fire Department, and the Fall River Department of Emergency Medical Services, and

WHEREAS, these services, whether emergent or non-emergent, are incredibly important to the wellbeing of all residents, property owners and business owners within the City, and

WHEREAS, the leaders of all three departments work cohesively with various matters requiring collaboration within Fall River, now therefore

BE IT RESOLVED, that the Committee on Public Safety convene quarterly with the Police Chief, Fire Chief, and Chief of Emergency Medical Services to discuss any concerns, achievements or updates related to law enforcement, fire prevention, and medical services, and provide information to the public regarding available services within these departments.

(Filed 4-11-2025)

TRAVELERS



10FF 011
AGT DLG65

TRAVELERS
FINAL NOTICE OF DISPOSITION
03/28/2025

NUM I7I8005 AD
DOL 03/13/25
CL OFF AUTO EXPRESS MASSACHUSETTS
SUPVR SAB1

NEW ENGLAND FAMILY INS

INSURED: JULIUS RICHARDSON

PIN: 0DLG65 615670960 232 1

LOC ACC: FALL RIVER MA
DRIVER: JULIUS RICHARDSON

BENEFIT ST:
CAR: 2018 FORD 3FA6P0HD1JR164538 MA

ACCDISC: LOCATION: CITY; PARKING AREA. COLLISION WITH FIXED OBJECT.
STRUCK SOMETHING IN ROAD.

LOSS AMOUNTS:

COLL 2974.58

NET TOTAL PAID 2974.58
TOTAL RECOVERY % 0%

CLAIMANT INFORMATION:

001 JULIUS RICHARDSON

TOTAL 2974.58

COLL 2974.58

SAVE TIME AND MONEY! ALL OPEN AND CLOSED CLAIMS CAN BE VIEWED ON AGENT HQ AT
WWW.TRAVELERSAGENTS.COM. LOG IN FOR REAL-TIME CLAIM INFORMATION, INCLUDING YOUR
AGENCY'S NEW OPEN AND CLOSED CLAIM NOTIFICATIONS RIGHT ON THE HOMEPAGE.
FOR MORE INFORMATION, CONTACT YOUR TRAVELERS REPRESENTATIVE.

RECEIVED
2025 APR - 8 P 3:52
#25-144
CITY CLERK
FALL RIVER, MA



RECEIVED

12

2025 APR -9 P 12: 03

CITY CLERK 25-15
FALL RIVER, MA

City of Fall River Notice of Claim

1. Claimant's name: Progressive Casualty Insurance Company A/S/O GRIFFITHS, LEROY
2. Claimant's complete address: PO Box 94639 Cleveland, OH 44101
3. Telephonic number: Home: 877-818-0139 Work: _____
4. Nature of claim: (e.g., auto accident, slip and fall on public way or property damage):
ACCIDENT | INTERSECTION | CV MADE LEFT TURN AND COLLIDED WITH IV
5. Date and time of accident: 07/30/2024, 11:00 PM ET Amount of damages claimed: \$ \$7,185.60
6. Exact location of the incident: (include as much detail as possible):
S MAIN ST & WILLIAMS ST. IN FALL RIVER, MA
7. Circumstances of the incident: (attach additional pages if necessary):
OUR INSURED WAS TRAVELING AT S MAIN ST & WILLIAMS ST. IN FALL RIVER, MA WHEN A CITY POLICE VEHICLE, WITH PLATE #: MPF349 OPERATED BY ADELAKUN, MOHAMMED, FAILED TO MAINTAIN PROPER LOOKOUT AND YIELD THE RIGHT OF WAY, MADE AN IMPROPER LEFT TURN AND STRUCK OUR INSURED'S VEHICLE. WE ARE SEEKING REIMBURSEMENT FOR OUR INSURED'S VEHICLE DAMAGES.
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
Progressive Casualty Insurance Company PO Box 94639 Cleveland, OH 44101

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

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

Date: 3-28-2025

Claimant's signature: *Amanda Smith*
Progressive Casualty Insurance Company SUBROGATION SPECIALIST

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

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

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

For official use only:	
Copies forwarded to: <input checked="" type="checkbox"/> City Clerk <input checked="" type="checkbox"/> Law <input checked="" type="checkbox"/> City Council <input type="checkbox"/> City Administrator <input checked="" type="checkbox"/> Police	Date: <u>4/9/25</u>



RECEIVED

City of Fall River
Notice of Claim

2025 APR 10 P 12:08

CITY CLERK 25-16
FALL RIVER, MA

1. Claimant's name: Bruce Fortado
2. Claimant's complete address: 886 New Boston Rd, Fall River, MA, 02720
3. Telephone number: Home: 508 617 3623 Work: _____
4. Nature of claim: (e.g., auto accident, slip and fall on public way or property damage):
Damages to vehicle's tire and rim
5. Date and time of accident: 4/8/25 4:00pm Amount of damages claimed: \$ 221.53 + 172 = 393.53
6. Exact location of the incident: (include as much detail as possible):
near 246 Quequechan St, Fall River, MA
7. Circumstances of the incident: (attach additional pages if necessary):
Damage to tire and rim printed photos
8. Have you submitted a claim to any insurance company for damages arising from this incident? If so, name and address of insurance company: Yes No

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

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

Date: 4/9/25

Claimant's signature: Bruce Fortado

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

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

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

For official use only:	
Copies forwarded to: <input type="checkbox"/> City Clerk <input checked="" type="checkbox"/> Law <input checked="" type="checkbox"/> City Council <input type="checkbox"/> City Administrator <input checked="" type="checkbox"/> <u>ACM</u>	Date: <u>4/10/25</u>



OPEN MEETING LAW COMPLAINT FORM

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

RECEIVED

2025 APR 11 A 11: 22

Please note that all fields are required unless otherwise noted. CITY CLERK
FALL RIVER, MA

Your Contact Information:

First Name: Rebecca Last Name: Collins

Address: PO Box 2515

City: Fall River State: MA Zip Code: 02722

Phone Number: 5086785201 Ext. _____

Email: rebeccacollins@gmail.com

Organization or Media Affiliation (if any): none

Are you filing the complaint in your capacity as an individual, representative of an organization, or media?

(For statistical purposes only)

Individual Organization Media

Public Body that is the subject of this complaint:

City/Town County Regional/District State

Name of Public Body (including city/town, county or region, if applicable): Fall River City Council

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

Date of alleged violation: 04/08/2025

Description of alleged violation:

Describe the alleged violation that this complaint is about. If you believe the alleged violation was intentional, please say so and include the reasons supporting your belief.

Note: This text field has a maximum of 3000 characters.

During the Fall River City Council meeting held on Tuesday, April 08, 2025, the board engaged in a detailed discussion regarding the external investigation of a Fall River Police employee and brought the HR director down to discuss a personnel matter, which was not included on the publicly posted meeting agenda. This extended discussion appeared to involve deliberation on matters within the council's jurisdiction and may have influenced decision-making or future action.

According to the Massachusetts Open Meeting Law (M.G.L. c. 30A, §§ 18-25), public bodies are required to provide notice of topics that will be discussed at a meeting, ensuring that the public is adequately informed and has the opportunity to attend and participate as appropriate. The law allows for brief, unanticipated comments on matters not on the agenda, but sustained or in-depth discussions are prohibited unless the topic was reasonably anticipated and properly listed in the meeting notice.

By engaging in a substantive discussion of a non-agenda item, the board violated the transparency requirements of the Open Meeting Law, potentially limiting public awareness and participation.

What action do you want the public body to take in response to your complaint?

Note: This text field has a maximum of 500 characters.

- *Acknowledge the Violation Publicly.
- *Include the Topic on a Future Agenda
- *Avoid Acting on the Discussion
- *Provide Training or a Refresher on Open Meeting Law
- *Document Corrective Measures

Review, sign, and submit your complaint

I. Disclosure of Your Complaint.

Public Record. Under most circumstances, your complaint, and any documents submitted with your complaint, is considered a public record and will be available to any member of the public upon request.

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

II. Consulting With a Private Attorney.

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

III. Submit Your Complaint to the Public Body.

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

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

Signed: 

Date: _____

For Use By Public Body
Date Received by Public Body:

For Use By AGO
Date Received by AGO:



OPEN MEETING LAW COMPLAINT FORM

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

RECEIVED

Please note that all fields are required unless otherwise noted.

2025 APR 14 P 3:53

Your Contact Information:

First Name: Patrick Last Name: Higgins

CITY CLERK
FALL RIVER, MA

Address: P O Box 290

City: Northport State: AL Zip Code: 35476

Phone Number: 5086743140 Ext. _____

Email: patrick@openmeetinglawenforcer.com

Organization or Media Affiliation (if any): Patrick Higgins and Associates

Are you filing the complaint in your capacity as an individual, representative of an organization, or media?
(For statistical purposes only)

- Individual
- Organization
- Media

Public Body that is the subject of this complaint:

- City/Town
- County
- Regional/District
- State

Name of Public Body (including city/town, county or region, if applicable): Fall River City Council

Specific person(s), if any, you allege committed the violation: Joseph D Camara, President

Date of alleged violation: 4/8/25

Emailed to Council
4/14/25

Description of alleged violation:

Describe the alleged violation that this complaint is about. If you believe the alleged violation was intentional, please say so and include the reasons supporting your belief.

Note: This text field has a maximum of 3000 characters.

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

1. The city council President declared the meeting in recess at 3:38 hours into the meeting and the microphones were muted and "elevator" music was played WHILE THE CITY COUNCIL PRESIDENT AND MEMBERS OF THE CITY COUNCIL CONTINUED TO DELIBERATE. See <https://www.facebook.com/share/r/1BdBzsyND/?mibextid=wwXlfr> for a recording made by a observe present at the meeting after the microphones were shut down.
2. City Councilors Hart and Kilby continually were having side conversations between themselves throughout the entire meeting. See the video of the full meeting at <https://www.youtube.com/watch?v=Rmvy3vw5xag>
3. This is NOT the first time that the Fall River City Council has been found in violation of the open meeting law for improper deliberation. This is a WILLFUL violation and the \$1000 fine needs to be imposed against them again. (They have previously been found to have willfully violated the deliberation restriction and fined \$1000 in the past.)

What action do you want the public body to take in response to your complaint?

Note: This text field has a maximum of 500 characters.

This is a willful violation and the Division should find this intentional and impose the \$1000 fine.

Review, sign, and submit your complaint

I. Disclosure of Your Complaint.

Public Record. Under most circumstances, your complaint, and any documents submitted with your complaint, is considered a public record and will be available to any member of the public upon request.

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

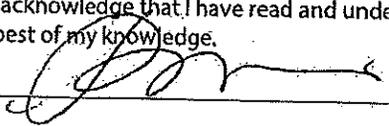
II. Consulting With a Private Attorney.

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

III. Submit Your Complaint to the Public Body.

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

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

Signed: 

Date: 4/14/25

For Use By Public Body Date Received by Public Body	For Use By AGO Date Received by AGO
--	--

City of Fall River, *In City Council*

9a

(Vice President Linda M. Pereira)

WHEREAS, there have been various methods utilized to find, interview and select qualified, experienced candidates for leadership within the Police Department, Fire Department and Emergency Medical Services (EMS) Department over the years, and

WHEREAS, other municipalities within the Commonwealth of Massachusetts, such as New Bedford, Marshfield and Somerville, have created Screening Committees for the candidate selection process, and

WHEREAS, these committees consist of various elected officials, attorneys, members of local organizations, and individuals who have retired from either the Police Department, Fire Department or EMS Department, respective to the department in need of a new candidate, now therefore

BE IT RESOLVED, that the Committee on Ordinances and Legislation convene with the Director of Human Resources and Corporation Counsel to discuss the creation of a Screening Committee for the process of hiring a new Police Chief, Fire Chief and Chief of EMS, when these positions are vacant.

(Filed 4-16-2025)