

City of Fall River Massachusetts

Office of the City Clerk

ALISON M. BOUCHARD
CITY CLERK

INÊS LEITE
ASSISTANT CITY CLERK

REGULAR MEETING OF THE CITY COUNCIL

MEETING: Tuesday, April 11, 2017 at 7:00 p.m.
Council Chamber, One Government Center

PRESENT: President Shawn E. Cadime, presiding;
Councilors Richard Cabeceiras, Joseph D. Camara, Steven A. Camara,
Pam Laliberte-Lebeau, Stephen R. Long, Raymond A. Mitchell, Linda M.
Pereira and Cliff Ponte

ABSENT: None

IN ATTENDANCE: Cathy Ann Viveiros, City Administrator
Mary Sahady, Director of Financial Services

President Shawn E. Cadime called the meeting to order at 10:44 p.m. with a moment of silence followed by a salute to the flag and announced that the meeting may be recorded with audio or video and transmitted through any medium.

PRIORITY MATTERS

On a motion made by Councilor Raymond A. Mitchell and seconded by Councilor Cliff Ponte, it was unanimously voted to take item #6 out of order.

6. Mayor and proposed ordinance regarding personnel title and wage changes
On a made by Councilor Richard Cabeceiras and seconded by Councilor Pam Laliberte-Lebeau, it was unanimously voted refer the matter to the Committee on Ordinances and Legislation. On a further motion made by Councilor Raymond A. Mitchell and seconded by Councilor Cliff Ponte, it was unanimously voted to waive the rules to allow questions of the City Administrator and the Director of Financial Services. Councilor Raymond A. Mitchell stated that the salary change for the Director of Emergency Medical Services seems excessive. The proposed salary is \$108,000 per year and the present salary is \$74,000. This is a \$33,000 increase, which is more than some people who work in Government Center make in a year.

1. Mayor and veto of \$20,000 transfer from Law Department Expenses to City Council Expenses
On a motion made by Councilor Cliff Ponte and seconded by Councilor Raymond A. Mitchell, it was unanimously voted that the item be laid on the table in accordance with the Charter.
2. Mayor and veto of An Act Relative to the Disposal of Municipally Owned Property
On a motion made by Councilor Raymond A. Mitchell and seconded by Councilor Cliff Ponte, it was unanimously voted that the item be laid on the table in accordance with the Charter.

3. Mayor and resolution regarding Year Three Annual Action Plan
On a motion made by Councilor Stephen R. Long and seconded by Councilor Linda M. Pereira, it was voted, 6 yeas to adopt the order with Councilors Steven A. Camara, Pam Laliberte-Lebeau and Cliff Ponte abstaining.
Approved, April 21, 2017, Mayor Jasiel F. Correia II
4. Mayor and submission of FY2018 enterprise budgets of EMS, Water and Sewer Divisions
On a motion made by Councilor Richard Cabeceiras and seconded by Councilor Raymond A. Mitchell, it was unanimously voted to refer the enterprise budgets to the Committee on Finance.
5. Mayor and proposed ordinance regarding water and sewer rates
On a motion made by Councilor Richard Cabeceiras and seconded by Councilor Pam Laliberte-Lebeau, it was unanimously voted to refer the matter to the Committee on Finance. On a further motion made by Councilor Joseph D. Camara and seconded by Councilor Raymond A. Mitchell, it was unanimously voted to reconsider the previous vote. On yet a further motion made by Councilor Raymond A. Mitchell and seconded by Councilor Stephen R. Long, it was unanimously voted to refer the matter to the Committee on Ordinances and Legislation.
7. Mayor and collective bargaining agreement for Fall River Environmental Police
On a motion made by Councilor Raymond A. Mitchell and seconded by Councilor Richard Cabeceiras, it was unanimously voted refer the matter to the Committee on Finance.
8. Transfers and appropriations
 - a. \$150,000 from EMS Stabilization Fund to EMS Capital Expenditures
On a motion made by Councilor Steven A. Camara and seconded by Councilor Stephen R. Long, it was voted 7 yeas, 2 nays to adopt the order, with Councilors Cliff Ponte and President Shawn E. Cadime voting in the negative.
 - b. \$150,000 from EMS Salaries to EMS Stabilization Fund
On a motion made by Councilor Richard Cabeceiras and seconded by Councilor Linda M. Pereira, it was voted 7 yeas, 2 nays to adopt the order, with Councilors Cliff Ponte and President Shawn E. Cadime voting in the negative.
 - c. \$48,000 for Fire Department Expenditures from Fire Department Salaries
On a motion made by Councilor Stephen R. Long and seconded by Councilor Pam Laliberte-Lebeau, it was voted 9 yeas to adopt the order.
 - d. \$141,600 Repurpose from Council Order 2015-5 #5 for the Maplewood Park Land Acquisition for Heritage State Park "Bandshell" Capital Project DCR Matching Funds
On a motion made by Councilor Raymond A. Mitchell and seconded by Councilor Richard Cabeceiras, it was unanimously voted to refer the order to the Committee on Finance.
 - e. \$20,012 from Extraordinary Repairs and \$5,605 from Street Lights for the Heritage State Park "Bandshell" Capital Project DCR Matching Funds
On a motion made by Councilor Raymond A. Mitchell and seconded by Councilor Richard Cabeceiras, it was unanimously voted to refer the order to the Committee on Finance.

f. \$6,271 from Park Improvements Lafayette/Maplewood for the Heritage State Park "Bandshell" Capital Project DCR Matching Funds

On a motion made by Councilor Raymond A. Mitchell and seconded by Councilor Richard Cabeceiras, it was unanimously voted to refer the order to the Committee on Finance.

g. \$22,360 from Community Services (Library) Salaries to Community Services (Library) Expenditures

On a motion made by Councilor Raymond A. Mitchell and seconded by Councilor Stephen R. Long, it was voted 6 yeas, 3 nays adopt the order with Councilors Richard Cabeceiras, Linda M. Pereira and Cliff Ponte voting in the negative.

PRIORITY COMMUNICATIONS

9. Administrator of Community Utilities and Staff Reorganization Report for Water and Sewer Divisions

On a motion made by Councilor Raymond A. Mitchell and seconded by Councilor Stephen R. Long, it was unanimously voted to refer the matter to the Committee on Ordinances and Legislation.

10. Traffic Commission recommending amendments to the traffic ordinances

On a motion made by Councilor Cliff Ponte and seconded by Councilor Raymond A. Mitchell, it was unanimously voted to refer the matter to the Committee on Ordinances and Legislation.

COMMITTEE REPORTS

Committee on Regulations recommending:

Adoption:

11. Order – second hand license renewal for Alan's Jewelry, 1661 South Main Street

On a motion made by Councilor Raymond A. Mitchell and seconded by Councilor Steven A. Camara, it was unanimously voted to adopt the order.

Approved, April 21, 2017, Mayor Jasiel F. Correia II

Committee on Public Works and Transportation recommending:

Adoption, as amended:

12. Order – curb removal for Matthew Hiscock for a total of 50 feet at 946 Walnut Street

On a motion made by Councilor Raymond A. Mitchell and seconded by Councilor Steven A. Camara, it was unanimously voted to adopt the order, as amended.

Approved, April 21, 2017, Mayor Jasiel F. Correia II

ORDINANCES

Second Reading and enrollment:

13. Proposed ordinance – Traffic, miscellaneous

On a motion made by Councilor Steven A. Camara and seconded by Councilor Linda M. Pereira, it was unanimously voted that the ordinance be passed to be ordained.

Approved, April 21, 2017, Mayor Jasiel F. Correia II

RESOLUTIONS

14. Committee on Finance convene with a representative of IPS Group regarding costs associated with installing new modern parking meters

On a motion made by Councilor Steven A. Camara and seconded by Councilor Linda M. Pereira, it was unanimously voted to adopt the resolution.

15. Committee on Finance convene to discuss a "Facility Management Plan" to upgrade Fire Department facilities
On a motion made by Councilor Joseph D. Camara and seconded by Councilor Raymond A. Mitchell, it was unanimously voted to refer the resolution to the Committee on Budget Preparation, Revenue and Audits, 6 yeas, 3 nays with Councilors Pam Laliberte-Lebeau, Linda M. Pereira and Cliff Ponte voting in the negative.
16. Committee on Ordinances and Legislation convene to discuss guidelines for the preparation of Request For Proposals (RFP)
On a motion made by Councilor Linda M. Pereira and seconded by Councilor Raymond A. Mitchell, it was voted 2 yeas, 7 nays to amend the resolution by inserting that the Committee look at ramifications for individuals who don't fulfill the scope of work and specifications of RFP's with Councilors Richard Cabeceiras, Joseph D. Camara, Steven A. Camara, Pam Laliberte-Lebeau, Stephen R. Long, Cliff Ponte and President Shawn E. Cadime voting in the negative and the motion failed. On a further motion made by Councilor Raymond A. Mitchell and seconded by Councilor Richard Cabeceiras, it was voted 5 yeas, 4 nays to adopt the resolution with Councilors Richard Cabeceiras, Joseph D. Camara, Steven A. Camara and Stephen R. Long voting in the negative.
17. Committee on Finance convene to discuss contract responsibilities of both Figmint's and EGN regarding "Make It Here" campaign
A motion was made by Councilor Raymond A. Mitchell and seconded by Councilor Linda M. Pereira to adopt the resolution. A further motion was made by Councilor Richard Cabeceiras and seconded by Councilor Steven A. Camara to refer the resolution to the Committee on Economic Development and Tourism and it was voted 5 yeas, 4 nays with Councilors Pam Laliberte-Lebeau, Linda M. Pereira, Cliff Ponte and President Shawn E. Cadime voting in the negative.
18. City Council support bill to increase the charge of assault and battery on a police officer from a misdemeanor to a felony
A motion was made by Councilor Richard Cabeceiras and seconded by Councilor Stephen R. Long to adopt the resolution. On a roll call vote, Councilor Richard Cabeceiras voted yea, Councilor Joseph D. Camara voted yea, Councilor Steven A. Camara then objected and the matter will be held over until the next meeting in accordance with the City Charter.
19. Committee on Finance convene to discuss 11.5% increase in employee health insurance
On a motion made by Councilor Raymond A. Mitchell and seconded by Councilor Linda M. Pereira, it was unanimously voted to adopt the resolution.
20. Administration provide update on equipment purchased for cemetery division
A motion was made by Councilor Cliff Ponte and seconded by Councilor Linda M. Pereira to adopt the resolution. On a further motion made by Councilor Joseph D. Camara and seconded by Councilor Steven A. Camara, it was voted 3 yeas, 6 nays to grant the resolution leave to withdraw with Councilors Richard Cabeceiras, Pam Laliberte-Lebeau, Raymond A. Mitchell, Linda M. Pereira, Cliff Ponte and President Shawn E. Cadime voting in the negative and the motion failed to carry. On yet a further motion made by Councilor Raymond A. Mitchell and seconded by Councilor Cliff Ponte, it was voted 6 yeas, 3 nays to adopt the resolution with Councilors Joseph D. Camara, Steven A. Camara and Pam Laliberte-Lebeau voting in the negative.

CITATIONS – None

ORDERS – HEARINGS

Storage License:

21. Paul R. Cordery to store 50,000 gallons underground at 15 Eastern Avenue
A motion was made by Councilor Linda M. Pereira to adopt the order, but received no second. On a further motion made by Councilor Raymond A. Mitchell and seconded by Councilor Linda M. Pereira, it was unanimously voted to refer the order to the Committee on Regulations.

Curb Removal:

22. Joseph Silva, 170 Jefferson Street – total of 27 feet at 170 Jefferson Street
On a motion made by Councilor Raymond A. Mitchell and seconded by Councilor Richard Cabeceiras, it was unanimously voted to adopt the order.
Approved, April 21, 2017, Mayor Jasiel F. Correia II

ORDERS – MISCELLANEOUS

23. Police Chief's report on licenses

Taxicab Drivers:

Akeem Barlow
Adam DeMedeiros
Arthur Pelletier
Malcom Silas

Nijo Burton
Teresa Henrick
Aisha Rivera
Matthew Lee Stets

Erica Campbell
James Roger Massex
Ramona Rodriguez

Second Hand Licenses:

St. Vincent De Paul Store, Inc.
ECO ATM, LLC
Jimmy Jr. Tire Service
BP Auto Repair, Inc.
New England Pawn, Inc.
Patenaude Jewelers, Inc.

Pawn Broker

New England Pawn, Inc.

Pool/Billiards

Rack'Em Up Billiards d/b/a W & L Enterprises, Inc.

On a motion made by Councilor Raymond A. Mitchell and seconded by Councilor Steven A. Camara, it was unanimously voted to adopt the order.

24. **Auto Body Shop license renewals:**

- Michael Carvalho d/b/a County Street Collision & Customizing – 958 County Street
- David Fernandes d/c/a Distinctive Auto – 26 Burns Street

On a motion made by Councilor Raymond A. Mitchell and seconded by Councilor Stephen R. Long, it was unanimously voted to adopt the order.

Approved, April 21, 2017, Mayor Jasiel F. Correia II

25. **Auto Repair Shop license renewals:**

- David Fernandes d/c/a Distinctive Auto – 26 Burns Street
- Joseph Ruggiero Sr. d/b/a First Ford Inc. – 292 Wm. S. Canning Boulevard

On a motion made by Councilor Raymond A. Mitchell and seconded by Councilor Stephen R. Long, it was unanimously voted to adopt the order.

Approved, April 21, 2017, Mayor Jasiel F. Correia II

COMMUNICATIONS – INVITATIONS – PETITIONS

26. Claims

On a motion made by Councilor Joseph D. Camara and seconded by Councilor Raymond A. Mitchell, it was unanimously voted to refer the claims to Corporation Counsel.

27. Drainlayer licenses

- a. J.B. Lanagan & Company, Inc.
- b. East Coast Landscaping & Construction, Inc.
- c. ELJ, Inc.

On a motion made by Councilor Joseph D. Camara and seconded by Councilor Steven A. Camara, it was unanimously voted to approve the drainlayer licenses.

28. Communication from Attorney General regarding OML complaints of October 26, November 14 and November 18, 2016 regarding alleged violations occurring on September 28 and October 25, 2016

A motion was made by Councilor Joseph D. Camara to accept the communication and place it on file, but received no second. On a motion made by Councilor Raymond A. Mitchell and seconded by Councilor Cliff Ponte, it was unanimously voted to refer the communication to Corporation Counsel.

BULLETINS – NEWSLETTERS – NOTICES

29. Notice of Casualty and Loss at 298 Third Street

On a motion made by Councilor Raymond A. Mitchell and seconded by Councilor Cliff Ponte, it was unanimously voted that the notice be accepted and placed on file.

30. South Coast Rail – Notice of Availability for the South Coast Rail's Notice of Project Change (NPC)

On a motion made by Councilor Raymond A. Mitchell and seconded by Councilor Richard Cabeceiras, it was unanimously voted that the notice be accepted and placed on file.

ITEMS FILED AFTER THE AGENDA WAS PREPARED:

COMMITTEE REPORTS

Committee on Finance recommending:

Action:

12a. Mayor and order for the acquisition of 0 Jefferson Street

On a motion made by Councilor Steven A. Camara and seconded by Councilor Stephen R. Long, it was unanimously voted to adopt the order.

Approved, April 21, 2017, Mayor Jasiel F. Correia II

12b. Order – CPA funding for an elevator at the Maritime Museum

On a motion made by Councilor Raymond A. Mitchell and seconded by Councilor Steven A. Camara, it was unanimously voted to adopt the order.

Approved, April 21, 2017, Mayor Jasiel F. Correia II

On a motion made by Councilor Richard Cabeceiras and seconded by Councilor Raymond A. Mitchell, it was unanimously voted to adjourn at 11:55 p.m.

List of documents and other exhibits used during the meeting:

Agenda packet (attached)

CD and DVD of meeting

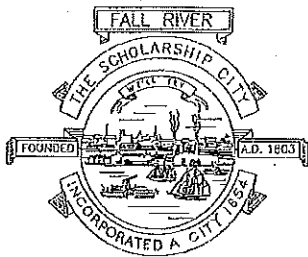
A true copy. Attest:

Alison M. Bruchard

City Clerk

In City Council, November 14, 2017

Approved.



City of Fall River Massachusetts
Office of the City Clerk

RECEIVED

2017 APR -7 A 11:48

CITY CLERK _____
FALL RIVER, MA

ALISON M. BOUCHARD
CITY CLERK

INÊS LEITE
ASSISTANT CITY CLERK

APRIL 7, 2017
MEETINGS SCHEDULED FOR NEXT WEEK
CITY COUNCIL CHAMBER, ONE GOVERNMENT CENTER

TUESDAY, APRIL 11, 2017

AGENDA

5:45 P.M. CITY COUNCIL PUBLIC HEARINGS OR IMMEDIATELY FOLLOWING THE COMMITTEE ON REGULATIONS IF THAT MEETING RUNS PAST 5:45 P.M.

Storage License:

1. Application of Paul R. Cordery, PO Box 1164, Fall River, MA for permission to store 40,000 gallons of gasoline and 10,000 gallons of diesel fuel, for a total of 50,000 gallons underground; an increase of 26,000 gallons at 15 Eastern Avenue on Lot L-6-1,2,3,111, Assessors Plan.

Curb Removal:

2. Joseph Silva, 170 Jefferson Street, requests the removal of 11 feet of curbing with an existing 16 foot driveway for a total of 27 feet at 170 Jefferson Street to allow access to automobile garages on the property.

6:00 P.M. COMMITTEE ON FINANCE OR IMMEDIATELY FOLLOWING THE PUBLIC HEARING IF IT RUNS PAST 6:00 P.M.

1. *Discussion with CDA officials re: Year Three Annual Action Plan (referred 3-28-17)
2. *Mayor and order for the acquisition of 0 Jefferson Street (referred 3-28-17)
3. *Order – CPA funding for an elevator at the Maritime Museum (referred 3-28-17)
4. *Resolution - Administration provide update regarding street light pole/bulb replacement (tabled 3-28-17)
5. *Resolution - Administration provide update on abandoned properties with overgrown weeds/trash (tabled 3-28-17)
6. *Transfers and appropriations (see #8 below)

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

PRIORITY MATTERS

1. *Mayor and veto of \$20,000 transfer from Law Department Expenses to City Council Expenses
2. *Mayor and veto of An Act Relative to the Disposal of Municipally Owned Property
3. *Mayor and resolution regarding Year Three Annual Action Plan
4. *Mayor and submission of FY2018 enterprise budgets of EMS, Water and Sewer Divisions
5. *Mayor and proposed ordinance regarding water and sewer rates
6. *Mayor and proposed ordinance regarding personnel title and wage changes

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

7. *Mayor and collective bargaining agreement for Fall River Environmental Police
8. *Transfers and appropriations (see #6 Finance)

PRIORITY COMMUNICATIONS

9. *Administrator of Community Utilities and Staff Reorganization Report for Water and Sewer Divisions
10. Traffic Commission recommending amendments to the traffic ordinances

COMMITTEE REPORTS

Committee on Regulations recommending:

Adoption:

11. *Order – second hand license renewal for Alan's Jewelry, 1661 South Main Street

Committee on Public Works and Transportation recommending:

Adoption, as amended:

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RESOLUTIONS

14. *Committee on Finance convene with a representative of IPS Group regarding costs associated with installing new modern parking meters
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16. *Committee on Ordinances and Legislation convene to discuss guidelines for the preparation of Request For Proposals (RFP)
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19. *Committee on Finance convene to discuss 11.5% increase in employee health insurance
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CITATIONS – None

ORDERS – HEARINGS

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Erica Campbell
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Ramona Rodriguez

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

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Paternaude Jewelers, Inc.

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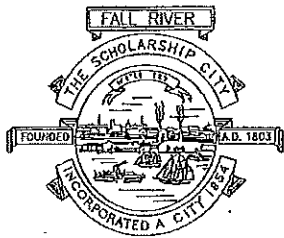
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City Clerk

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



JASIEL F. CORREIA II
Mayor

City of Fall River
Massachusetts
Office of the Mayor

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2017 MAR 16 P 3:24

CITY CLERK
FALL RIVER, MA

FINANCE /

March 16, 2017

Council President Shawn Cadime & City Councilors
One Government Center
Fall River, MA 02722

Dear President Cadime & City Councilors:

I am pleased to forward to you the City of Fall River Year Three 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, 2017- June 30, 2018 program year.

Under a separate cover on March 29, 2017, I shall submit a proposed resolution for your consideration at your April 11th meeting. The resolution would authorize submission of the City of Fall River Year Three Annual Action Plan with the U.S. Department of Housing and Urban Development (HUD). The Year Three 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 11th meeting.

The proposed program of activities, which was advertised February 24th for public comment, was developed on the basis of testimony and proposals received at public hearings held January 4th and March 8th.

The timetable provides for submission of the Year Three Annual Action Plan no later than May 3, 2017.

Should you or any other Councilor have questions or comments prior to April 11th, I urge you to immediately contact Michael P. Dion, Executive Director/ CFO of the Community Development Agency. Mr. Dion will also be present at the City Council meeting to respond to any questions.

Sincerely,

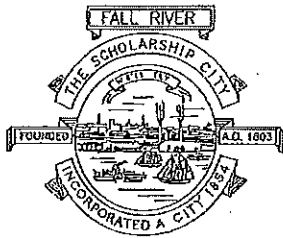
Jasiel F. Correia II
Mayor

Enclosure

CITY OF FALL RIVER
IN CITY COUNCIL

MAR 28 2017

*Referred to the
Committee on Finance*



City of Fall River
Massachusetts
Office of the Mayor

FINANCE 2
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2017 MAR 20 P 4:33

CITY CLERK
FALL RIVER, MA

JASIEL F. CORREIA II
Mayor

March 17, 2017

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

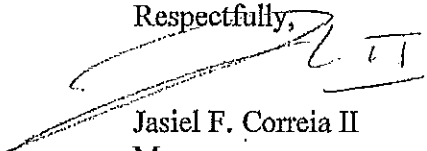
Dear Honorable Councilors:

Your approval of the attached order for the acquisition of Lot D-20-16 for \$412,000 is respectfully requested. Funding has been previously approved via loan order.

The appraisal report and purchase and sale agreement are attached. Mr. Sullivan is available if you have any questions.

Your approval is respectfully requested.

Respectfully,



Jasiel F. Correia II
Mayor

CITY OF FALL RIVER
IN CITY COUNCIL

MAR 28 2017

*Referred to the
Committee on Finance*

ORDERED, that the Mayor is hereby authorized to enter into the attached Purchase and Sales Agreement if determined acceptable by the Corporation Counsel for the acquisition of a certain parcel of land located on 0 Jefferson Street, Fall River, Massachusetts, Lot D-20-16 for \$412,000.00. The acquisition of said lot has been approved by the Water Board and ownership of said lot will provide a location for a future Water Treatment Facility.

CITY OF FALL RIVER
IN CITY COUNCIL

MAR 28 2017

*Referred to the
Committee on Finance*

FINANCE 2
BOGLE, DEASCENTIS & COUGHLIN, P.C.
COUNSELLORS AT LAW

FALL RIVER OFFICE

Arthur M. DeAscentis
Email: amd@b-dlaw.com

John J. Coughlin
Email: jcoughlin@b-dlaw.com

57 North Main Street
Fall River, MA 02720
Telephone (508) 677-2800
Fax (508) 677-9300

Peter C. Bogle, *Retired*

QUINCY OFFICE

Kerry T. Ryan of Counsel
Email: ktr@b-dlaw.com

25 Foster Street
First Floor
Quincy, MA 02169
Telephone (617) 845-5473
Fax (617) 481-4277

March 7, 2017

VIA EMAIL

Joseph I. Macy, Esquire
Corporation Counsel
City of Fall River
One Government Center
Fall River, MA 02722

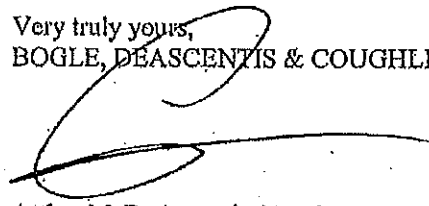
Re: John E. Boyd Child Care and Development Center Property
Sale of 994 Jefferson Street

Dear Judge Macy:

Attached is a P&S Agreement with the changes we discussed. Additionally, I've added a specific deed reference based on the title information I looked at for the purposes of putting together a draft deed, which I'll send along shortly.

Thank you.

Very truly yours,
BOGLE, DEASCENTIS & COUGHLIN, P.C.


Arthur M. DeAscentis, Esquire

AMD/bko
Enclosure

cc: Kathleen Harrington, RSM

RECEIVED
2017 MAR 20 P 4:34
CITY CLERK
FALL RIVER, MA

PURCHASE AND SALE AGREEMENT

Effective this ____ day of March, 2017

1. PARTIES AND MAILING ADDRESS

THE CENTER FOR CHILD CARE AND DEVELOPMENT, INC., a Massachusetts non-profit Corporation with its principal place of business at 63 Carl Street, Fall River, MA 02721, hereinafter called the SELLER, agrees to SELL and

THE CITY OF FALL RIVER, a municipal corporation, with its principal place of business at One Government Center, Fall River, MA 02722, hereinafter called the BUYER or PURCHASER, agrees to BUY, upon the terms hereinafter set forth, the following described Premises:

2. DESCRIPTION

That tract of land on Jefferson Street, Fall River, MA and generally identified as D-20-16 on the Assessor's Maps of the City of Fall River, Bristol County, Massachusetts, more particularly described as shown on plan entitled "Child Care Center Plan of Land in Fall River, Massachusetts, prepared for Quaker Fabric Corporation of Fall River", prepared by Prime Engineering, Inc., dated July 28, 1999, revised August 2, 1999, and recorded in the Bristol County Fall River District Registry of Deeds in Plan Book 117, Page 23 ("Plan"), being shown thereon as "Remaining Land of the Center for Child Care and Development, Inc." (sometimes hereinafter referenced as the "Property" or "Premises"). The Premises according to said Plan contain approximately 3.6 acres of land, and a copy of said Plan is attached as Exhibit A.

However otherwise bounded and described, being the same premises conveyed to Grantor by deed of Boyd Children, Inc., dated September 25, 1990, recorded with said Registry at Book 2266, Page 128, and excluding therefrom the parcels conveyed by deed of Grantor to Quaker Fabric Corporation dated August 16, 1999, recorded with said Registry at Book 3677, Page 92.

3. BUILDINGS, STRUCTURES, IMPROVEMENTS, FIXTURES

Included in the sale as a part of said Premises are the buildings, structures and improvements now thereon, and the fixtures belonging to the SELLER and used in connection therewith, excepting: walk-in cooler and stove and oven.

4. TITLE; DEED

Said Premises are to be conveyed by a good and sufficient quitclaim deed, running to the BUYER, and said deed shall convey a good and clear record and marketable title thereto, free

from encumbrances, except

- a. Provisions of existing building and zoning laws;
- b. Existing rights and obligations in party walls which are not the subject of written agreement;
- c. Such taxes for the then current year as are not due and payable on the date of the delivery of such deed;
- d. Any liens for municipal betterments assessed after the date of this Agreement; and
- e. Easements, restrictions and reservations, if any, so long as the same do not prohibit or materially interfere with the present use of the Premises.

5. PLANS/WAIVERS

If said deed refers to a plan necessary to be recorded therewith, the SELLER shall deliver such plan with the deed in form adequate for recording or registration, and SELLER shall cause same to be recorded at its expense.

6. REGISTERED TITLE

In addition to the foregoing, if the title to said Premises is registered, said deed shall be in form sufficient to entitle the BUYER to a Certificate of Title of said Premises, and the SELLER shall deliver with said deed all instruments, if any, necessary to enable the BUYER to obtain such Certificate of Title.

7. PURCHASE PRICE

The agreed purchase price for said Premises is FOUR HUNDRED TWELVE THOUSAND AND NO ONE-HUNDREDTHS (\$412,000.00) DOLLARS, of which

\$ 1.00	has been paid as a Deposit this day;
\$ 411,999.00	shall be paid at the time of the delivery of the deed in cash or by certified, cashier's or bank check, or by wire transfer, in all instances in immediately available funds,
\$ 412,000.00	TOTAL

8. TIME FOR PERFORMANCE; DELIVERY OF DEED

Such deed is to be delivered on Thursday, March 31, 2017 at 2:00 P.M. at the Bristol County Fall River District Registry of Deeds, unless otherwise agreed upon in writing (sometimes herein the "Closing"). It is agreed that time is of the essence to all provisions of this Agreement.

9. POSSESSION AND CONDITION OF PREMISES; AS IS

Except as provided at Section 9A hereinbelow, possession of said Premises free of all tenants

and occupants is to be delivered at the time of the delivery of the deed, said Premises to be then in the same condition as they now are, reasonable use and wear thereof excepted. Buyer shall be entitled to inspect the Premises prior to delivery of the Deed in order to determine that the condition thereof complies with the terms of this clause.

9A. SELLER HOLDOVER

The parties agree that Seller may hold over and retain use and occupancy of the Premises for up to ninety (90) days after the Closing Date, without payment therefor. If Seller does remain at the Premises post-closing, the Seller shall prevent the placement or attachment of any mechanic's, materialman's, laborer's, or other lien on the Premises arising out of or resulting from the Seller's continued occupation thereof. During Seller's occupation of the Premises, it shall not materially alter the Premises, beyond ordinary "wear and tear," other than removal of personalty and/or fixtures and equipment.

Post-closing and for so long as Seller continues to occupy the Premises, it shall maintain or shall cause its agents to maintain in full force and effect, at Seller's own cost and expense, a broad form policy or policies of comprehensive general liability and property damage insurance. Certificates of Insurance evidencing the require coverages and limits shall be furnished to Buyer on the closing Date. All insurance policies shall be written by companies authorized to do business in the Commonwealth of Massachusetts,

10. EXTENSION TO PERFECT TITLE OR MAKE PREMISES CONFORM

If SELLER shall be unable to give title or to make conveyance, or to deliver possession of said Premises, all as herein stipulated, or if at the Closing said Premises do not conform with the provisions hereof, then SELLER may, in its sole and absolute discretion, elect (or not elect) to use reasonable efforts to remove any defects in title (further subject to the provisions of Paragraph 4 hereinabove), or to deliver possession as provided herein, or to make said Premises conform to the provisions hereof, as the case may be (hereinafter sometimes "Reasonable Efforts"), in which event the Closing shall be extended for a period of up to thirty (30) days.

11. FAILURE TO PERFECT TITLE OR MAKE PREMISES CONFORM, etc.

If SELLER does not elect to use Reasonable Efforts, or if at the expiration of the extended time the SELLER shall have failed so to remove any defects in title, deliver possession, or make the Premises conform, as the case may be, all as herein agreed, then any payments made under this Agreement shall be forthwith refunded and all other obligations of the parties hereto shall cease and this Agreement shall be void without recourse to the parties hereto.

12. BUYER'S ELECTION TO ACCEPT TITLE

The BUYER shall have the election, at either the original or any extended time for performance, to accept such title as the SELLER can deliver to the said Premises in their then condition and to

pay therefore the purchase price without deduction, in which case the SELLER shall convey such title, except that in the event of such conveyance in accord with the provisions of this clause.

13. ACCEPTANCE OF DEED

The acceptance of a deed by the BUYER, or its nominee as the case may be, shall be deemed to be a full performance and discharge of every agreement and obligation herein contained or expressed.

14. USE OF MONEY TO CLEAR TITLE

SELLER may, if SELLER so desires, at the Closing, use all or part of the purchase price to clear the title of any encumbrances or interests provided that all instruments necessary for this purpose are recorded by and at the expense of SELLER simultaneously with the deed or at such later time as shall be reasonably acceptable to BUYER and provided further, with respect to discharges of mortgages from insurance companies, banks and credit unions, such discharges may be recorded within a reasonable time after the recording of the deed.

15. INSURANCE

Until the delivery of the deed, the BUYER shall maintain insurance on said Premises as follows:

<u>Type of Insurance</u>	<u>Amount of Coverage</u>
(a) Fire and Extended Coverage	as presently insured

16. ADJUSTMENTS

Any outstanding Taxes shall be assumed, as of the day of performance of this Agreement, and the net amount thereof shall be added to or deducted from, as the case may be, the purchase price payable by the BUYER at the time of delivery of the deed. The parties acknowledge that the SELLER is a non-profit corporation and is presently not assessed real estate taxes against the Premises.

17. ADJUSTMENT OF UNASSESSED AND ABATED TAXES

Not Applicable.

18. NO BROKER

Each party warrants to the other that they have retained no broker in connection with this transaction and each party hereby agrees to indemnify and save harmless the other party from and against all claims for commission, brokers' fees or finders' fees made by any person actually

retained by such party or with whom such party has dealt in connection with said Premises or this transaction. The provisions of this paragraph shall survive delivery of the deed.

19. DEPOSIT; ESCROW

All deposits made hereunder shall be held in escrow by SELLER as escrow agent in a non-interest bearing account, subject to the terms of this Agreement and shall be duly accounted for at the time for performance of this Agreement.

20. BUYER'S DEFAULT; DAMAGES

If the BUYER shall fail to fulfill the BUYER'S agreements herein, all deposits made hereunder by the BUYER shall be retained by the SELLER as liquidated damages.

21. NO WARRANTIES OR REPRESENTATIONS

All offers and agreements made prior to this Agreement are hereby discharged and all further obligations of the parties are contained only in this Agreement.

The BUYER acknowledges that the BUYER has not been influenced to enter into this transaction, nor has he relied upon any warranties or representations not set forth or incorporated in this Agreement.

22. FINANCING CONTINGENCY CLAUSE

BUYER has secured funds sufficient to purchase the Premises as provided in this Agreement, in the form of City Council Appropriation and the sale is subject thereto.

23. BUYER'S APPROVALS CONTINGENCY CLAUSE

BUYER is a municipal corporation. Accordingly, BUYER's performance hereunder is subject to applicable municipal approvals and authorizations. The BUYER shall be deemed to have received all requisite approvals and authorizations with respect to its performance under the terms of this Agreement if the SELLER has not received notice in writing by the close of business on March 1, 2017, that the BUYER desires to terminate this Agreement because of the failure to secure said requisite approvals. In the absence of such written notice, the contingency provided for herein no longer shall be applicable, and the Agreement shall otherwise be in full force and effect.

24. SMOKE DETECTORS AND CARBON MONOXIDE DETECTORS

Buyer acknowledges that the Premises are not occupied and are used for storage purposes. Accordingly, smoke detector and carbon monoxide detectors certificates are not required.

25. LEAD PAINT LAW

The parties acknowledge that, under Massachusetts law, whenever a child or children under six (6) years of age resides in any residential Premises in which any paint, plaster or other accessible material contains dangerous levels of lead, the owner of said Premises must remove or cover said paint, plaster or other material so as to make it inaccessible to children under six (6) years of age.

26. BUYERS INSPECTION CONTINGENCIES

26A. INSPECTIONS

The BUYER at its sole cost, risk and expense shall have the right to have the Premises inspected by an inspection firm or firms of BUYER's choosing to ascertain that the Premises meet with the reasonable satisfaction of BUYER. Buyer may at Buyer's sole cost and expense perform non-invasive testing on or in association with any said inspections. The BUYER shall be deemed to have satisfied itself with respect to all such notices and shall have waived its rights under this paragraph if the SELLER has not received notice in writing by the close of business on March 1, 2017 that the BUYER desires to terminate this Agreement because of an unsatisfactory inspection report or reports or survey, supplying SELLER with a copy of all such reports. In the absence of such written notice, the contingency provided for herein no longer shall be applicable, and the Agreement shall be in full force and effect and BUYER shall be deemed to acquire the Premises at Closing in its "as-in" condition.

26B. ACCESS

BUYER, its agents and representatives, shall be entitled to enter upon the Premises at reasonable times, upon reasonable prior approval from SELLER and who shall make appropriate arrangements with tenants, and furnishing evidence of reasonable insurance coverage, to perform inspections and non-invasive tests of the Premises, all at BUYER'S sole risk and expense. Any and all access and investigations by BUYER shall be made in the least intrusive manner as practicable. BUYER shall have sole and exclusive responsibility for the supervision and oversight of his employees, agents, and contractors and for the performance of any inspection or other work permitted under the terms hereof (the "Work"), BUYER shall prevent the placement or attachment of any mechanic's, materialman's, laborer's or other lien on the Premises arising out of or resulting from the Work and shall indemnify and hold harmless the SELLER from and against any damages, losses, costs or liabilities connected therewith, and shall immediately discharge or bond any such lien that may be so placed or attached against the Premises. BUYER shall repair any damage to the Premises caused by any tests or investigations conducted by BUYER (including the proper disposal of any soil removed by BUYER from the Premises for testing). BUYER hereby agrees to indemnify and save harmless the SELLER from and against all claims of whatever nature arising from any act, omission, or negligence of the BUYER or the BUYER'S contractors, licensees, agents, servants or employees or arising from any accident, damage or injury whatsoever caused to any person or to the Premises of any person, or arising from any accident, where such accident, damage, injury results or is claimed to have resulted

from an act or omission on the part of BUYER or BUYER'S contractors, licensees, agents, servants or employees. The foregoing indemnification shall include indemnity against all costs, expenses and liabilities incurred in or in connection with any such claim or proceeding brought thereon, and the defense thereof, and shall survive the delivery of the deed hereunder or the termination of this Agreement.

26C. "AS IS" SALE TO BUYER

BUYER acknowledges at the Closing the condition (including, without limitation, the environmental conditions) of the Premises and agrees that the Property shall be sold by SELLER and acquired by BUYER at the Closing, and upon expiration of the express contingencies of BUYER under the remaining provisions of this Agreement, strictly on "As Is" "Where Is", basis with respect to its physical condition and "With All Faults" existing as of the Closing without warranty or representation of any kind, express or implied. This Paragraph 25C shall survive the Closing.

27. SEPTIC SYSTEM

As of the date herein the septic system servicing the Premises has not been inspected and BUYER does not presently intend to use said septic system. BUYER agrees to acquire the Premises in their "as is" condition, including, without limitation, the septic system in its current condition and BUYER shall promptly after the Closing take such action as desirable or necessary to inspect and/or bring said septic system in compliance with 310 Code of Mass. Regulations §150.000 et seq., and any and all local and other laws and regulations, at BUYER'S sole cost and expense ("BUYER'S Septic System Compliance"). The provisions hereof shall survive the Closing, and BUYER shall indemnify and hold harmless SELLER, its agents, representatives and related parties from any and all claims, costs and expenses related to said septic system.

28. CONSTRUCTION OF AGREEMENT

This instrument, executed in multiple counterparts, is to be construed as a Massachusetts contract, is to take effect as a sealed instrument, sets forth the entire contract between the parties, is binding upon and enures to the benefit of the parties hereto and their respective heirs, devisees, executors, administrators, successors and assigns, and may be cancelled, modified or amended only by a written instrument executed by both the SELLER and the BUYER. If two or more persons named herein as BUYER their obligations hereunder shall be joint and several. The captions and marginal notes are used only as a matter of convenience and are not to be considered a part of this Agreement or to be used in determining the intent of the parties to it.

29. DISPUTE

Any dispute as to any title issue or conveyancing practice remaining unresolved at the scheduled time for performance under this Agreement shall be resolved in accordance with applicable Title Standards or Practice Standards of the Massachusetts Real Estate Bar Association, to the extent

possible, so long as not inconsistent with the other terms of this Agreement.

30. NOTICES

All notices required or permitted to be given hereunder shall be in writing and delivered in hand, or sent by Federal Express or other recognized overnight delivery service, or mailed postage prepaid, by registered or certified mail, addressed to BUYER or SELLER at the appropriate address as specified in Paragraph 1, or to such other address as shall be designated by written notice given to the other party. Any such notice shall be deemed given when so delivered in hand or, if sent by Federal Express or other recognized overnight delivery service, on the next business day after deposit with said delivery service, or, if so mailed, three (3) business days after deposit with the U.S. Postal Service.

31. NON-FOREIGN

SELLER hereby warrants and represents that (i) SELLER is not a "foreign person" as defined by the Internal Revenue Code ("IRC"), Section 1445, and (ii) SELLER shall execute and deliver to BUYER at closing an affidavit or certificate in compliance with IRC Section 1445 (b)(2) and the applicable regulations thereunder. SELLER acknowledges that if SELLER fails to deliver a completed non-foreign certificate, then BUYER shall be authorized to withhold from the closing proceeds an amount equal to ten percent (10%) of the gross amount to the Internal Revenue Service, as required by the Act. SELLER does hereby forever release and discharge BUYER from all liability resulting from, or arising out of, BUYER'S good faith compliance with the requirements of the Act.

SEE SIGNATURES ON FOLLOWING PAGE

FINANCE 2

EXECUTED as an instrument under seal as of the date hereinabove first mentioned.

SELLER:

THE CENTER FOR CHILD CARE
AND DEVELOPMENT, INC.

BUYER:

CITY OF FALL RIVER

BY: _____
Arthur Flores,
Its Duly Authorized President

BY: _____
Jasiel F. Correia II, Mayor

By: _____
Kathleen Harrington,
Its Duly Authorized Treasurer

APPROVED:

Department of Community Utilities,
City of Fall River

By: _____
Terrance Sullivan, Administrator

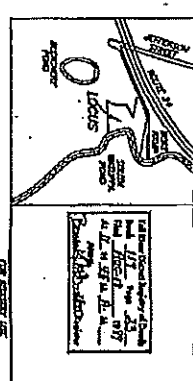
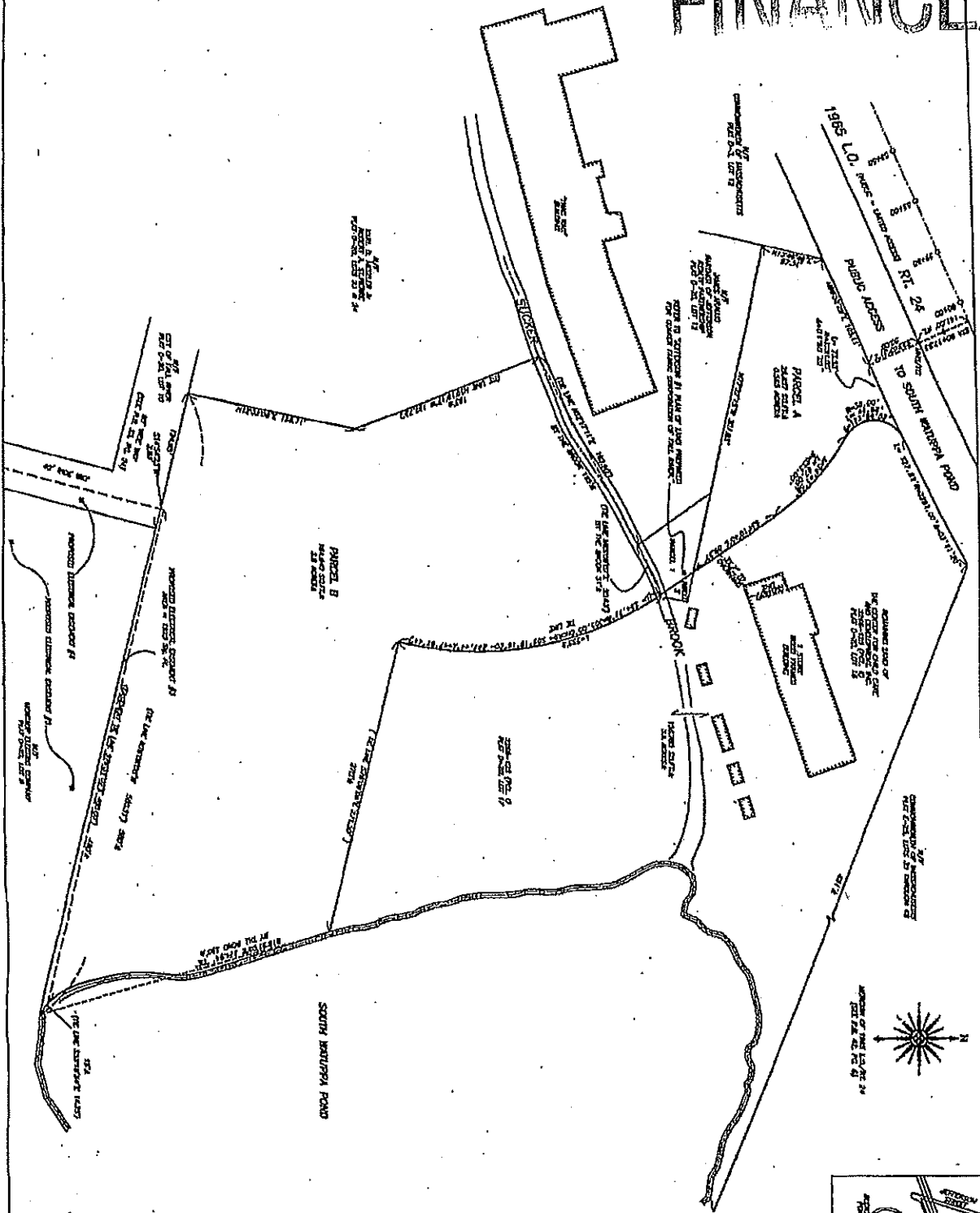
CITY OF FALL RIVER:

Approved as to Form and Manner of Execution Only,

BY: _____
Joseph I. Macy, Corporation Counsel
City of Fall River

FINANCE 2

EXHIBIT A



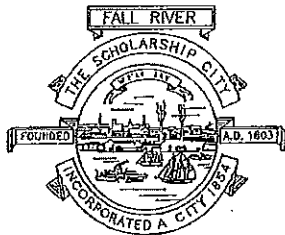
NOTES:
1. PARCELS A AND B ARE TO BE CONSIDERED AS ONE UNIT.
2. THE CENTER OF THE PARCELS A AND B IS THE CENTER OF THE CHILD CARE CENTER BUILDING.

PLAN REFERENCES:
AS SHOWN IN THE MAPS, THE CENTER OF THE PARCELS A AND B IS THE CENTER OF THE CHILD CARE CENTER BUILDING.

APPROVED FOR THE BOARD OF DIRECTORS OF THE CHILD CARE CENTER OF FALL RIVER, MASS.

APPROVED FOR THE BOARD OF DIRECTORS OF THE CHILD CARE CENTER OF FALL RIVER, MASS.

CHILD CARE CENTER
PLAN OF LAND
FALL RIVER, MASSACHUSETTS
QUAKER FABRIC CORPORATION
OF FALL RIVER
MADE IN U.S.A.
DESIGNED BY
DEAN ENGINEERS, INC.
700 N. 10th Street
Fall River, Mass.



JASIEL F. CORREIA II
Mayor

City of Fall River
Massachusetts
Office of the Mayor

FINANCE
RECEIVED

2017 MAR -9 P 2:59

CITY CLERK
FALL RIVER, MA

March 8, 2017

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

Dear Honorable Council Members:

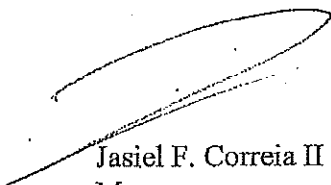
The Community Preservation Committee (CPC) has identified one additional community project and has made recommendations for funding in accordance with the Community Preservation Act (CPA) MGL Chapter 44B Sections 4 to 7.

- Maritime Museum (formerly the Marine Museum) - \$47,000 Emergency Funding-elevator

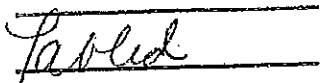
Your approval of the associated Appropriation Order is respectfully requested.

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

Best Regards,


Jasiel F. Correia II
Mayor

CITY OF FALL RIVER
IN CITY COUNCIL
MAR 21 2017



CITY OF FALL RIVER
IN CITY COUNCIL

MAR 28 2017
*Referred to the
Committee on Finance*

APPROPRIATION ORDER

ORDERED, that the following FY 17 supplemental appropriations be provided through the Community Preservation Act (CPA), reserves under the MGL Chapter 44B Sections 4 to 7 in the aggregate, amounting to \$47,000 to be appropriated as follows:

Voted: That \$47,000 be appropriated from the CPA Fund's Undesignated fund balance

For CPA Administrative Expenditures	\$0
For CPA Open Space/Outdoor Recreation	\$0
For CPA Historic Resources Preservation PROJECTS	\$47,000
For CPA Community Housing	\$0

TOTAL	\$47,000
--------------	-----------------

Note: Please note that this a supplemental CPA appropriation for FY 17. The City Council had earlier appropriated \$952,000 for various CPA projects on June 14, 2016. The CPA fund balance is reported at 1,342,004 on June 30, 2016 and is more than sufficient to cover this supplemental appropriations.

CITY OF FALL RIVER
IN CITY COUNCIL
MAR 21 2017

Tabled

CITY OF FALL RIVER
IN CITY COUNCIL

MAR 28 2017

Referred to the
Committee on Finance



FINANCE ³

CITY OF FALL RIVER

RECEIVED

FALL RIVER CODE SECTION 14-4 CERTIFICATION

CITY CLERK

Section 14-4 of the Fall River Code of Ordinances provides that the City may deny, revoke or suspend any municipal license or permit held or applied for by a person or entity that has neglected or refused to pay any municipal taxes, assessment, fees or charges or for an activity which will take place in or on a property owned by person or entity who has neglected or refused to pay any municipal taxes, assessment, fees or charges. Any person or entity intending to apply for a municipal license or permit or to renew a municipal license or permit may use this form to obtain a certification that they have complied with Section 14-4.

APPLICATION INFORMATION

Applicant's Name:	Maritime Museum
Applicant's Address:	
Parcel ID:	N-16-01
Email Address:	
Contact Telephone #:	

LOCATION INFORMATION

If licensed activity will take place in specific location, please provide:

Name of Owner/Landlord:	Maritime Museum at FR.
Location Address:	70 Water St.
Location Parcel ID#:	N-16-01

Are you applying for an inspection certificate in conjunction with the sale of the real estate?

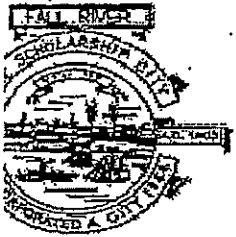
☒ Yes ☐ No

FOR OFFICIAL USE ONLY

Date Received: 3/23/17	Certified: 	Denied:
Dated: 3/23/17	Reviewed By: 	
Valid for 30 days unless June, July, August of any fiscal year.	Idalina Geraldine City Collector 	

NOTICE

Issuance of Certification is not receipt of payment or proof that taxpayer is current with taxes, assessment, fees or charges; rather it is authorization to issue licenses or permits under Section 14-4 of the Fall River Code of Ordinances



CITY OF FALL RIVER

FALL RIVER CODE SECTION 14-4 CERTIFICATION

FINANCE 3

Section 14-4 of the Fall River Code of Ordinances provides that the City may deny, revoke or suspend any municipal license permit held or applied for by a person or entity that has neglected or refused to pay any municipal taxes, assessment, fees or charges or for an activity which will take place in or on a property owned by person or entity who has neglected or refused to pay any municipal taxes, assessment, fees or charges. Any person or entity intending to apply for a municipal license or permit or to renew a municipal license or permit may use this form to obtain a certification that they have complied with Section 14-4.

APPLICATION INFORMATION

Applicant's Name:	The Marine Museum at Fall River
Applicant's Address:	70 Water Street, Fall River, MA 02721
Parcel ID:	
Email Address:	
Contact Telephone #:	508-674-3533

LOCATION INFORMATION

If licensed activity will take place in specific location, please provide:

Name of Owner/Landlord:	THE MARINE MUSEUM
Location Address:	70 WATER STREET
Location Parcel ID#:	N-16-01

CITY CLERK
FALL RIVER, MA
2017 MAR 24 A 9:55

RECEIVED

Are you applying for an inspection certificate in conjunction with the sale of the real estate?

☒ Yes ☐ No

FOR OFFICIAL USE ONLY

Date Received: 9-12-16	Certified: APPROVED 9-20-16 ✓	Denied:
Dated: 9-20-16	Reviewed By: Idalina Geraldles	
Valid for 30 days unless June, July, August of any fiscal year.	Idalina Geraldles City Collector 	

NOTICE

Issuance of Certification is not receipt of payment or proof that taxpayer is current with taxes, assessment, fees or charges; rather it is authorization to issue licenses or permits under Section 14-4 of the Fall River Code of Ordinances



Rec'd 9/14/16
1:56pm
g

FINANCE 3

September 12, 2016

Ida Geraldles
City Collector
City of Fall River
One Government Center
Fall River, MA 02721

Dear Ms. Geraldles:

This letter is in reference to a tax liability that was incurred by the Marine Museum at Fall River, Inc. by a prior board during the approximate period(s) preceding July 2014. As you are aware the failure to file documentation with the IRS and Secretary of the Commonwealth had been inadvertent and caused by issues surrounding the management of the corporation at that time.

Since the original 8 of 58 request was filed in good faith and is still pending, the Museum would request that you please issue a Tax Certification to the Marine Museum at Fall River, Inc.

I want to thank you for your interest and cooperation. Please contact me if you have any questions.

Sincerely,

/s/ DJD

David J. Dennis, Esq.
Board Chair and Chief Executive Officer

DJD/abm

RECEIVED
2017 MAR 24 A 9:55
CITY CLERK
FALL RIVER, MA

70 WATER STREET • FALL RIVER, MASSACHUSETTS 02721-1598
TELEPHONE: 508-674-3533 • FAX: 508-674-3534 •



City of Fall River
Massachusetts

Department of Financial Services
TREASURER • COLLECTOR • AUDITOR • ASSESSOR

Collector Division

JASIEL F. CORREIA II
Mayor

IDALINA GERALDES
City Collector, CMMC

September 20, 2016

David J. Dennis, Esq.
Board Chair and Chief Executive Officer
The Marine Museum
70 Water Street
Fall River, MA 02721-159

Dear Attorney Dennis:

I am in receipt of your letter dated September 12, 2016 requesting a Tax Certification.
Enclosed please find the approved Tax Certification.

If I can be of any assistance or if you have any questions or concerns please call me at 508-324-2265.

Sincerely,

Idalina Geraldles
Tax Collector

CITY CLERK
FALL RIVER, MA

2017 MAR 24 A 9:55

RECEIVED

FINANCE 3

Community Preservation Committee

RECEIVED

Minutes: September 22, 2016

2017 MAR 24 A 9:55

City Council Hearing Room

CITY CLERK
FALL RIVER, MA

Members Present:

James Souza, Antone Dias, Paul Machado, Kenneth Pacheco, Keith Paquette, Jason Caminiti, John Brandt

Members Absent:

No current board members were absent.

Open Meeting Law:

Chairman, Kenneth Pacheco, read the Open Meeting Law Advisement.

Minutes:

A motion was made by James Souza to accept the minutes of the August 15, 2016 meeting. That motion was seconded by Antone Dias.

Result: Unanimously approved

New Business:

New Board members:

Chairman Kenneth Pacheco reported that he has not been informed of the name of the new Housing Authority representative to the CPC. The Historic Commission has designated, Kristen Cantara Oliveira as their new representative.

Marine Museum Taxes:

The Marine Museum, a 2016 grantee, has provided documentation that their prior tax liability has been paid.

James Souza made a motion to accept this documentation. That motion was seconded by Jason Caminiti.

Result: Unanimously approved.

FINANCE 3

Contract Extensions:

New Director of Community Maintenance, Christopher Gallagher, brought to the attention of the Committee that its award contracts from 2015 required the projects to be completed by October 10, 2016 unless an extension is granted by the Committee. He requested a six month extension in order for the projects to be completed, especially since some of the projects are weather dependent.

Chairman Kenneth Pacheco indicated that there had been a number of delays in this first award year and as a result these extensions are supported by good cause.

Paul Machado made a motion that each of the contracts be extended for an additional six months for good cause. That motion was seconded by Antone Dias.

Result: Unanimously approved.

Award Confirmation:

David Jennings, Executive Director of the Lafayette/Durfee House informed the Committee that his architect advised him to obtain confirmation that the funds would be available to the contractors.

The Board directed Administrative Assistant, Sandy Dennis, to send a letter to the award recipient confirming the availability of the approved funds.

Watershed Trail Award:

Paul Machado indicated that he had not yet prepared an award contract for the Watershed Trail Project because that award was contingent on approval from the Water Department. He indicated that he had sent a letter to the Water Department but had not yet received a response. Kenneth Pacheco said that he believed that this was being discussed by that Board.

East Line Trail:

Chairman Kenneth Pacheco indicated that the purchase price on the East Line Trail project is lower than the award amount. He also indicated that there may be some reimbursements from other city projects.

FINANCE ³

Application 2017 -027

Ms. Dennis informed the Committee that the application from the Safe Haven Sober House was submitted on September 7, 2016. Paul Machado indicated that he had spoken to the applicant and she had indicated she thought she had until October 1. Mr. Machado indicated that she should file the application the very next day and that the Board will consider whether it would accept the late filing.

James Souza moved that this late application be accepted. That Motion was seconded by John Brandt.

Result: Six votes in favor, Paul Machado abstaining.

Amendments to Applications:

James Sousa indicated that the subcommittee has met and has begun the discussion of amending the application forms. He said that one factor which was important to him was to ensure that all questions are answered.

Chairman Kenneth Pacheco indicated that once the City brings in an outside vendor that vendor cannot later bid on the project. He explained that a potential vendor might not be interested in doing a \$5,000 study for a project when they could bid for the \$50,000 project itself.

Antone Dias indicated that some of these preliminary reports could be prepared by the architects on the Historic Commission. He also indicated that it is his preference that an architect be involved in the earliest stages of a project.

Paul Machado suggested we might want to ask if they already have a feasibility study or an historic deed restriction. Antone Dias added that the applicants should include a copy of their deed, if applicable.

Chairman Pacheco suggested that the applicant should also provide a notice that the taxes are up to date. Chairman Pacheco indicated that the subcommittee will continue its work and report to the Board.

Administrative Assistant Report:

Ms. Dennis reported that the City website has been updated and many agendas and prior minutes have been posted. She also indicated that a list of grant opportunities by category has also been posted. She will continue to work with the City's IT director to regularly update the website.

Ms. Dennis also indicated that she has been tracking the facebook account and has found that page hits have increased.

She provided a quarterly Bartholomew Fund report and internal city accounts. She provided an explanation of the reports by project.

Antone Dias asked what the total amount would be available for 2017 awards. Ms. Dennis will obtain that information for the next meeting which will include total amount and category amounts.

Ms. Dennis reported on the placement of the CPA signs. Jason Caminiti asked if the sign at the Historic Society had been up during its concert series. Ms. Dennis answered that she believed it was up for the last concert.

Paul Machado suggested that a future project for Ms. Dennis would be to continue to popularize the CPA and its projects. Antone Dias asked whether the CPA could have a table at AHA events. As both David and Sandra Dennis were present they confirmed that this would be available to the CPC. Other means to publicize the CPA would include potential PDAs and further neighborhood and organization outreach.

Next Meeting Agenda:

As the next meetings will be the eligibility hearings, the Committee selected three hearing dates so that notices could be sent out and the room reserved. Those three dates will be Wednesdays, October 12, November 9 and December 14. The schedule will be as follows:

October 12	Projects 2017-001 through 2017-009
November 9	Projects 2017-010 through 2017-018
December 14	Projects 2017-019 through 2017-027

FINANCE 3

The Clerk will send notices to all of the applicants. The other matters on the agenda for each of these nights will be new business and the Administrative Assistant report.

Adjournment:

A motion was made by John Brandt, seconded by Antone Dias and unanimously approved to adjourn at 7:22 PM.

By: Paul J. Machado

Clerk

Community Preservation Committee

September 24, 2016



City of Fall River
Massachusetts

Community Preservation Committee

FINANCE 3

RECEIVED

2017 MAR -9 P 2:59

JASIEL F. CORREIA II
Mayor

KENNETH C. PACHECO
CITY CLERK ~~Chairman~~
FALL RIVER, MA
James Souza
Vice-Chairman

February 24, 2017

City of Fall River
Cathy Ann Viveiros, City Administrator
One Government Center
Fall River, MA 02722

Dear Cathy Ann:

The Community Preservation Committee voted for emergency funding for the Maritime Museum (formerly The Marine Museum) at their last meeting, Wednesday February 22, 2017.]

- Maritime Museum (formerly The Marine Museum) - \$47,000.00 for elevator - Historic Preservation

The Community Preservation Committee is asking the Mayor for a letter requesting council approval, accompanied by an Appropriation Order from the Auditor for these two projects. We are requesting this be placed on the City Council agenda for their next meeting, Tuesday, March 14, 2017

Respectfully,

James Souza, Vice Chairman
Fall River Community Preservation Committee

FINANCE 3

March 15, 2017

Honorable City Council
One Government Center
Fall River, MA 02722

Dear Honorable City Council Member:

The Community Preservation Committee voted at their February 22, 2017 meeting to recommend funding in the amount of \$47,000.00 to the Maritime Museum (formerly The Marine Museum).

Since this \$47,000.00 funding has been voted on by the Community Preservation Committee, we are asking that the City Council Members vote for this additional \$47,000.00 funding at your next scheduled meeting, Tuesday, March 21, 2017 and not refer it to Finance Committee so the Maritime Museum can get started on their project.

Respectfully,

Kenneth Pacheco, Chair
Community Preservation Committee
One Government Center, 5th Floor
Fall River, MA 02722

(Councilor Linda M. Pereira)

WHEREAS, there are many residents complaining about street lights that have been knocked down and have not been replaced for months, and

WHEREAS, there are also many street lights have burnt out and are pending bulb replacement, now therefore

BE IT RESOLVED, that the Committee on Finance convene with the Administration to provide an update regarding street light pole and bulb replacement.

In City Council, March 21, 2017
Adopted.

A true copy. Attest:

Alison M. Bouchard

City Clerk

*Tabled in Finance
3-28-17*

(Councilor Linda M. Pereira)

WHEREAS, there are many abandoned properties in the City of Fall River that are overgrown with weeds and littered with trash, and

WHEREAS, these properties need to be cleaned, now therefore

BE IT RESOLVED, that the Committee on Finance convene with the Administration to provide an update on how the City is addressing these abandoned properties.

In City Council, March 21, 2017
Adopted.

A true copy. Attest:

Alison M. Bouchard

City Clerk

*Tabled in Finance
3-28-17*



City of Fall River
Massachusetts
Office of the Mayor

FINANCE

6

RECEIVED

2017 APR -6 P 4: 58

CITY CLERK _____
FALL RIVER, MA

JASIEL F. CORREIA II
Mayor

April 6, 2017

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. \$150,000 That the Appropriation Order #2 from March 14, 2017 for transferring \$150,000 from EMS STABILIZATION FUND to the EMS CAPITAL EXPENDITURES be rescinded due to the clerical error. The rescission of earlier order is requested due to a clerical error in its wording. It should have been for "Salaries" and not for "Capital".
2. \$150,000 That the sum of \$150,000 be transferred, and the same is, hereby appropriated for the EMS SALARIES from the EMS STABILIZATION FUND. The transfer is requested to meet the emerging needs of the EMS to provide 911 services.
3. \$48,000 That the sum of \$48,000 be transferred, and the same is, hereby appropriated for the FIRE DEPARTMENT EXPENDITURES from the FIRE DEPARTMENT SALARIES. The transfer is requested to maintain the current fleet of fire vehicles.
- 4A. \$141,600 Repurpose \$141,600 from the Council Order 2015-05 #5 for the Maplewood Park Land Acquisition and the same is, hereby appropriated for the HERITAGE STATE PARK "BANDSHELL" CAPITAL PROJECT DCR MATCHING FUNDS. The transfer is requested to meet the matching fund requirements of the Grant.
- 4B \$25,617 Transfer surplus bond proceeds in the amounts \$20,012, \$5,605, from Extraordinary Repairs (6/28/2006 Authorization), Street Lights (12/16/2003 Authorization) respectively, and the same is, hereby

FINANCE 6

appropriated for the HERITAGE STATE PARK "BANDSHELL"
CAPITAL PROJECT DCR MATCHING FUNDS.

The transfer is requested to meet the matching fund requirements for
the Grant.

4C \$6,271

Repurpose \$6,271 from Park Improvements Lafayette/Maplewood and
the same is, hereby appropriated for the HERITAGE STATE PARK
"BANDSHELL" CAPITAL PROJECT DCR MATCHING FUNDS
The transfer is requested to meet the matching fund requirements for
the Grant.

5. \$22,360

That the sum of \$22,360 be transferred, and the same is, hereby
appropriated for the COMMUNITY SERVICES (LIBRARY)
EXPENDITURES from the COMMUNITY SERVICES (LIBRARY)
SALARIES. The transfer is required to meet the Custodial services
contract for the Library.

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

Best Regards,



Jasiel F. Correia II
Mayor

FY 17 Appropriation/Transfer Number Analysis # 07

Line	Original/Revised Appropriation	Amount Transferred	New Appropriation
EMS Enterprise Stab Fund (Error Correction on Appropriation Order #2 of March 14, 2017)	\$ 1,326,923	\$ 150,000	\$ 1,476,923
EMS Enterprise Stab Fund	\$ 1,476,923	\$ (150,000)	\$ 1,326,923
EMS Salaries	\$ 2,753,543	\$ 150,000	\$ 2,903,543
Fire Department Salaries	\$ 13,576,512	\$ (48,000)	\$ 13,528,512
Fire Department Expenditures	\$ 14,221,811	\$ 48,000	\$ 14,269,811
Idle Capital Project - Maplewood	\$ 141,600	\$ (141,600)	\$ -
Idle Capital Project - Extraordinary Repairs	\$ 20,012	\$ (20,012)	\$ -
Idle Capital Project - Street Lights	\$ 5,605	\$ (5,605)	\$ -
Idle Capital Project - Park Improvements Lafayette/Maplewood	\$ 6,271	\$ (6,271)	\$ -
New capital Project - Heritage State Park "Bandshell" Match	\$ -	\$ 173,488	\$ 173,488
Community Services (Library) - Salaries	\$ 784,797	\$ (22,360)	\$ 762,437
Community Services (Library) - Expenditures	\$ 310,452	\$ 22,360	\$ 332,812

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



Krishan Gupta, City Auditor
4/6/2017

FINANCE 6



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

FINANCE 6

JASIEL F. CORREIA II
Mayor

JOHN D. LYNCH
Fire Chief

April 4, 2017


Mayor Jasiel F. Correia II
City of Fall River
One Government Center
Fall River, MA 02722

Dear Mayor Correia:

I respectfully request the transfer of funds in the current Fire Department budget. I request that \$ 48,000 be transferred from Salaries #12200001-511000 to Expenses / Parts and Accessories #12200002-548500.

This transfer is essential to the continued operation of our Fleet Maintenance Division because of the depletion of the Parts and Accessories. This depletion came about due to the minor and many major repairs of our well-aged, well used fleet of fire vehicles.

Respectfully,


John D. Lynch
Fire Chief



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glytdbud

CITY OF FALL RIVER
YEAR TO DATE REVENUE / EXPENSES REPORT

04/06/2017 14.18
cityaud

FOR 2017 13

ACCOUNTS FOR: 0100 GENERAL FUND	ORIGINAL APPROP	TRANSFERS/ ADJUSTMTS	REVISED BUDGET	YTD EXPENDED	ENC/REQ	AVAILABLE BUDGET	PCT USED
16100001 LIBRARY SALARIES							
511000 SALARIES & WAGES-PERMANENT	692,540	-3,060	689,480	459,454.29	.00	230,015.71	66.6%
511115 LONGEVITY	10,500	0	10,500	10,037.53	.00	462.47	95.6%
512000 SALARIES & WAGES - TEMPORARY	48,949	0	48,949	30,538.58	.00	18,410.42	62.4%
513000 OVERTIME SALARIES	11,633	0	11,633	8,201.75	.00	3,431.25	70.5%
514300 SHIFT PREMIUM - SALARIES	6,994	0	6,994	4,738.67	.00	2,255.33	67.8%
514500 HOLIDAY PAY - SALARIES	8,100	0	8,100	4,177.72	.00	1,922.28	68.5%
516900 RETIREMENT BUYOUTS	8,081	0	8,081	14,641.07	.00	-6,560.07	181.2%
519300 UNIFORM ALLOWANCE - SALARIES	0	1,500	1,500	1,500.00	.00	-1,500.00	100.0%
519700 AUTOMOBILE ALLOWANCE - SALAR	0	1,560	1,560	2,210.00	.00	-650.00	141.7%
TOTAL LIBRARY SALARIES	784,797	0	784,797	535,509.61	.00	249,287.39	68.2%
16100002 LIBRARY EXPENSES							
521100 ELECTRICITY	44,000	-23	43,977	16,201.33	.00	27,775.90	36.8%
521101 ELECTRIC NMC UXBRIDGE SOLAR	0	12,464	12,464	12,464.45	.00	100.0%	100.0%
521500 HEAT	20,000	0	20,000	10,203.28	.00	9,796.72	51.0%
525000 OFFICE EQUIP FURN MAINT	5,200	0	5,200	5,194.72	.00	5.28	99.9%
527100 BUILDINGS - RENTALS & LEASES	27,600	0	27,600	20,700.00	6,900.00	.00	100.0%
529400 OTHER PROPERTY RELATED SERVI	17,482	29	17,511	12,335.00	5,165.80	.00	100.0%
530600 ADVERTISING	600	0	600	452.40	.00	147.60	75.4%
534100 TELEPHONE/COMMUNICATIONS	420	0	420	277.84	.00	142.16	66.2%
538400 COMPUTER SERVICES	48,200	0	48,200	44,304.54	1,059.44	2,836.02	94.1%
542100 OFFICE SUPPLIES	10,000	0	10,000	8,270.35	1,52.44	1,577.21	84.3%
545101 CUSTODIAL SERVICES	0	0	0	.00	22,360.00	-22,360.00	100.0%
551100 EDUCATIONAL SUPPLIES	15,603	0	15,603	11,450.40	2,357.85	1,794.75	88.5%
551200 TEXTBOOKS/TECHNOLOGY MATERIA	75,000	2,096	77,096	43,661.95	17,198.70	16,235.37	78.5%
570100 WATER/SEWER CSO CHARGE	1,780	0	1,780	1,547.85	.00	232.15	87.0%
573200 SUBSCRIPTIONS	30,000	0	30,000	27,310.96	1,969.50	719.54	97.6%
TOTAL LIBRARY EXPENSES	295,885	14,567	310,452	214,385.07	57,163.73	38,902.70	87.5%
TOTAL GENERAL FUND	1,080,682	14,567	1,095,249	749,894.68	57,163.73	288,190.09	73.3%

FINANCE 6

04/04/2017 16:08
cityaud

CITY OF FALL RIVER
YEAR TO DATE REVENUE/ EXPENSES REPORT

FOR 2017 13

ACCOUNTS FOR:
6200 EMERGENCY MEDICAL SERVICES

ORIGINAL APPROP TRANSFERS/ ADJUSTMENTS REVISED BUDGET YTD EXPENDED ENC/REQ AVAILABLE BUDGET PCT USED

62310001 EMERGENCY MEDICAL SERVICES

511000 SALARIES & WAGES-PERMANENT	2,022,500	0	2,022,500	1,536,248.44	.00	486,251.56	76.0%
511115 LONGEVITY	10,200	0	10,200	5,900.00	.00	4,300.00	57.8%
511200 PROFESSIONAL SALARIES	149,000	0	149,000	104,607.74	.00	44,392.26	70.2%
513000 OVERTIME SALARIES	187,000	0	187,000	181,773.88	.00	5,226.12	97.2%
514200 EDUCATIONAL	12,950	0	12,950	12,250.00	.00	700.00	94.6%
514300 SHIFT PREMIUM - SALARIES	37,000	0	37,000	28,916.59	.00	8,083.41	78.2%
514500 HOLIDAY PAY - SALARIES	172,992	0	172,992	129,040.49	.00	43,951.51	74.6%
514600 SERVICE OUT OF RANK - SALARI	4,000	0	4,000	4,190.73	.00	-190.73	104.8%
516900 RETIREMENT BUYOUTS	25,000	0	25,000	24,314.70	.00	685.30	97.3%
517100 CITY WORKERS COMP	60,000	0	60,000	13,216.54	.00	46,783.46	22.0%
517900 MEDICARE MATCH	36,701	0	36,701	28,545.33	.00	8,155.67	77.8%
519000 OTHER PERSONAL SERVICES	6,600	0	6,600	4,360.00	.00	2,240.00	65.1%
519300 UNIFORM ALLOWANCE - SALARIES	29,600	0	29,600	29,600.00	.00	.00	100.0%
TOTAL EMERGENCY MEDICAL SERVICES	2,753,543	0	2,753,543	2,102,964.44	.00	650,578.56	76.4%

62310002 EMERGENCY MEDICAL SERVICES

521100 ELECTRICITY	5,000	0	5,000	5,155.75	.00	5,000.00	.0%
521500 HEAT	6,000	0	6,000	615.29	.00	844.25	85.9%
523000 OFFICE EQUIP FURN MAINT	1,000	0	1,000	547.82	.00	384.71	61.5%
523800 OTHER REPAIRS & MAINTENANCE	171,000	0	171,000	170,908.45	159.22	292.96	70.7%
527300 RENTALS AND LEASES	12,000	0	12,000	8,016.52	.00	91.55	99.9%
530010 TRAINER SERVICES	20,000	0	23,000	10,404.76	712.73	3,270.75	72.7%
530102 WORKERS COMP - MEDICAL BILLS	4,500	3,000	6,000	23,947.05	724.50	1,595.24	86.7%
530800 DATA PROCESSING	2,000	1,518	6,018	6,816.25	.00	1,671.53	107.3%
534100 TELEPHONE/COMMUNICATIONS	22,500	0	22,500	18,540.53	.00	136.47	113.3%
534300 POSTAGE/COMMUNICATIONS	62,500	0	62,500	30,208.70	3,708.00	252.00	98.9%
535000 RECREATIONAL COSTS	1,800	-4,000	1,800	1,786.72	.00	13.28	51.6%
541100 GASOLINE/ENERGY SUPPLIES	1,195	0	1,195	174.52	.00	40.18	89.5%
542100 OFFICE SUPPLIES	500	0	500	459.82	.00	-88.55	112.7%
542500 OTHER OFFICE SUPPLIES	700	0	700	649.67	.00	50.33	92.0%
542600 PRINTING SUPPLIES	1,500	215	1,715	215.42	138.88	1,500.00	12.6%
543900 BUILDING AND MAINTENANCE SUP	5,019	0	5,019	3,715.57	.00	1,243.43	75.2%
545100 CLEANING AND CUSTODIAL SUPPL	25,000	2,000	27,000	26,172.98	910.97	-83.95	100.3%
548100 TIRES, OIL, BATTERIES, ANTI-FREE	131,000	3,754	134,754	115,111.95	9,925.28	9,716.52	92.8%
548500 PARTS AND ACCESSORIES - VEHI							
550100 MEDICAL SUPPLIES							

FINANCE 6



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04/04/2017 16:08 CITY OF FALL RIVER
cityand YEAR TO DATE REVENUE/ EXPENSES REPORT

FOR 2017 13

ACCOUNTS FOR:	ORIGINAL APPROP	TRANSFERS/ ADJUSTMENTS	REVISED BUDGET	YTD EXPENDED	ENC/REQ	AVAILABLE BUDGET	PCT USED
6200 EMERGENCY MEDICAL SERVICES							
551100 EDUCATIONAL SUPPLIES	625	0	625	109.98	.00	515.02	17.6%
551200 TEXTBOOKS/TECHNOLOGY MATERIA	687	0	687	325.00	.00	362.00	47.3%
553300 DATA PROCESSING SUPPLIES	970	4,000	4,970	3,905.12	.00	1,064.88	78.6%
558600 OTHER SUPPLIES	5,880	0	5,880	2,653.59	.00	3,226.41	45.1%
569100 OTHER INTERGOVERNMENTAL	16,500	0	16,500	9,506.07	.00	6,993.93	57.6%
570100 WATER/SEWER CSO CHARGE	2,600	0	2,600	2,472.67	.00	127.33	95.1%
571000 TRAVEL/MILEAGE	300	0	300	22.40	9.00	268.60	10.5%
573200 SUBSCRIPTIONS	100	0	100	.00	.00	100.00	.0%
574400 MOTOR VEHICLE INSURANCE	111,000	-5,000	106,000	99,218.40	.00	6,781.60	93.6%
578100 UNCLASSIFIED ITEMS/CLAIMS &	2,500	0	2,500	.00	.00	2,500.00	.0%
578400 UNCLASSIFIED ITEMS/STAFF DEV	5,975	0	5,975	290.00	.00	5,685.00	4.9%
TOTAL EMERGENCY MEDICAL SERVICES	632,351	5,488	637,839	543,874.10	16,288.58	77,675.89	87.8%
62310004 EMERGENCY MEDICAL SERVICES							
596100 TRANSFERS TO GENERAL FUND	933,751	0	933,751	700,313.25	.00	233,437.75	75.0%
596500 TRANSFER TO STABILIZATION	0	1,229,753	1,229,753	1,229,753.00	.00	.00	100.0%
596800 TRANSFER GF- HEALTH CARE	629,111	0	629,111	524,259.20	.00	104,851.80	83.3%
596900 TRANSFER GF PENSIONS	698,363	0	698,363	523,772.25	.00	174,590.75	75.0%
TOTAL EMERGENCY MEDICAL SERVICES	2,261,225	1,229,753	3,490,978	2,978,097.70	.00	512,880.30	85.3%

62310006 EMERGENCY MEDICAL SERVICES CAP							
586100 OTHER EQUIPMENT	246,987	491,493	738,480	486,214.74	2,799.34	249,465.92	66.2%
TOTAL EMERGENCY MEDICAL SERVICES CAP	246,987	491,493	738,480	486,214.74	2,799.34	249,465.92	66.2%
TOTAL EMERGENCY MEDICAL SERVICES	5,894,106	1,726,734	7,620,840	6,111,150.98	19,087.92	1,490,600.67	80.4%

FINANCE 6



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CITY OF FALL RIVER
[YEAR TO DATE REVENUE / EXPENSES REPORT]

04/04/2017 15:52
cityaud

FOR 2017 13

ACCOUNTS FOR:	ORIGINAL APPROP	TRANSFERS/ADJUSTMENTS	REVISED BUDGET	YTD EXPENDED	ENC/REQ	AVAILABLE BUDGET	PCT USED
0100 GENERAL FUND							

12200001. FIRE DEPARTMENT SALARIES							
511000 SALARIES & WAGES-PERMANENT	12,035,363	0	12,035,363	8,762,027.90		3,273,335.10	72.8%
511115 LONGEVITY	1,500	0	1,500	800.00		700.00	53.3%
513000 OVERTIME SALARIES	250,000	0	250,000	160,156.77		89,843.23	64.1%
514500 HOLIDAY PAY - SALARIES	954,449	0	954,449	652,307.71		302,141.29	68.3%
514600 SERVICE OUT OF RANK - SALARI	120,000	0	120,000	79,891.83		40,108.17	66.7%
516900 RETIREMENT BUYOUTS	100,000	0	100,000	435,676.62		-335,676.62	435.7%
519000 OTHER PERSONAL SERVICES	3,200	0	3,200	850.00		2,350.00	26.6%
519300 UNIFORM ALLOWANCE - SALARIES	1,800	0	1,800	1,800.00		.00	100.0%
519600 PROFESSIONAL DEVELOP. STIPEND	16,500	0	16,500	2,590.59		13,909.41	15.7%
519700 AUTOMOBILE ALLOWANCE - SALAR	8,700	0	8,700	4,230.00		4,470.00	48.6%
519901 PREFERRED PERSONAL DAYS FIRE	85,000	0	85,000	79,517.64		5,482.36	93.6%
TOTAL FIRE DEPARTMENT SALARIES	13,576,512	0	13,576,512	10,179,939.06	10.00	3,396,572.94	75.0%

12200002 FIRE DEPARTMENT EXPENSES							
521100 ELECTRICITY	76,300	2,764	79,064	36,106.60		42,957.84	45.7%
521101 ELECTRIC NMC UXBRIDGE SOLAR	0	20,029	20,029	20,029.42		.00	100.0%
521500 HEAT	69,700	0	69,700	52,126.13		17,573.87	74.8%
525000 OFFICE EQUIP FURN MAINT	15,000	0	15,000	2,522.20		12,477.80	16.8%
525900 OTHER REPAIRS & MAINTENANCE	1,500	0	1,500	160.00		1,340.00	10.7%
528501 PAYT BAGS COST	80,000	4,751	84,751	42,427.36	1,633.75	40,690.14	52.0%
530100 CITY WC MEDICAL AND DENTAL	24,500	0	24,500	23,248.43		1,251.57	94.9%
534100 TELEPHONE/COMMUNICATIONS	3,000	0	3,000	3,159.53		1,840.47	63.2%
534300 POSTAGE/COMMUNICATIONS	75,000	-23,362	51,638	35,455.05		16,182.95	68.7%
541100 GASOLINE/ENERGY SUPPLIES	9,000	311	9,311	4,555.28	168.79	4,586.92	50.7%
542100 OFFICE SUPPLIES	2,500	0	2,500	477.98		2,022.02	19.1%
542600 PRINTING SUPPLIES	10,800	391	11,191	4,422.34	1,421.66	5,347.00	52.2%
543900 BUILDING AND MAINTENANCE SUP	7,000	0	7,000	2,150.31		5,663.60	90.5%
545100 CLEANING AND CUSTODIAL SUPPL	150,000	481	150,481	145,932.17	4,452.68	95.17	98.9%
548500 PARTS AND ACCESSORIES - VEH	41,355	25,334	66,689	32,303.65	1,668.30	32,716.73	50.9%
558100 FIREFIGHTING SUPPLIES	2,098	0	2,098	671.17	638.00	788.83	62.4%
558600 OTHER SUPPLIES	32,851	0	32,851	28,929.68		3,921.32	88.1%
570100 WATER/SEWER CSO CHARGE	500	0	500	304.10		195.90	60.8%
571000 TRAVEL/MILEAGE	1,900	0	1,900	1,244.00		656.00	66.5%
573100 DUES, MEMBERSHIPS	1,130	100	1,230	1,164.00		66.00	94.6%
573200 SUBSCRIPTIONS	1,325	0	1,325	1,190.00		1,135.00	89.1%
573400 CONFERENCES							

FINANCE 6



04/04/2017 13:52
cityaud

CITY OF FALL RIVER
YEAR TO DATE REVENUE / EXPENSES REPORT

FOR 2017 13

ACCOUNTS FOR:	GENERAL FUND	ORIGINAL APPROP	TRANSFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENC/REQ	AVAILABLE BUDGET	PCT USED
578400 UNCLASSIFIED ITEMS/STAFF DEV		5,500	-100	5,400	2,250.00	.00	3,150.00	41.7%
579900 TRAVEL OUT OF STATE		900	0	900	295.00	.00	605.00	32.8%
TOTAL FIRE DEPARTMENT EXPENSES		614,599	30,700	645,299	440,124.40	14,169.27	191,005.13	70.4%
TOTAL GENERAL FUND		14,191,111	30,700	14,221,811	10,620,063.46	14,169.27	3,587,578.07	74.8%

FINANCE 6



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

FINANCE 6

INTEROFFICE MEMORANDUM

TO: MARY SAHADY, KRISHAN GUPTA, AND CATHY ANN VIVEIROS
FROM: HENRY R. VAILLANCOURT MD MPH, DIRECTOR COMMUNITY SERVICES
SUBJECT: CITY COUNCIL TRANSFER & APPROPRIATION
DATE: 4/7/2017

Pursuant to our discussion, I am requesting that the Administration request the City Council to approve the transfer of the sum of \$22,360.00 (twenty-two thousand, three hundred and sixty dollars) from the Library's salary account 16100001-511000 "Salaries & Wages- Permanent" to its expense account 16100002-545101 "Custodial Services". This is to cover the cost of privatization of those services. Said transfer will not adversely affect the function of that department.

CITY OF FALL RIVER



YEAR-TO-DATE REVENUE/ EXPENSES REPORT

FOR 2017 99

JOURNAL DETAIL 2017 1 TO 2017 13

ACCOUNTS FOR:	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENC/REQ	AVAILABLE BUDGET	PCT USED
0100 GENERAL FUND							
16100000 LIBRARY REVENUE							
439900 OTHER REVENUE	-17,000	-17,000	-13,915.74	-950.58	.00	-3,084.26	81.9%
487300 LIBRARY FINES	-18,000	-18,000	-10,598.82	-798.96	.00	-7,401.18	58.9%
TOTAL LIBRARY REVENUE	-35,000	-35,000	-24,514.56	-1,749.54	.00	-10,485.44	70.0%
16100001 LIBRARY SALARIES							
511000 SALARIES & WAGES-PERMANENT	692,540	689,480	459,464.29	37,700.32	.00	230,015.71	66.6%
511115 LONGEVITY	10,500	10,500	10,037.53	100.00	.00	462.47	95.6%
512000 SALARIES & WAGES - TEMPORARY	48,949	48,949	30,538.58	1,517.69	.00	18,410.42	62.4%
513000 OVERTIME SALARIES	11,633	11,633	8,201.75	347.54	.00	3,431.25	70.5%
514300 SHIFT PREMIUM - SALARIES	6,994	6,994	4,738.67	276.00	.00	2,255.33	67.8%
514500 HOLIDAY PAY - SALARIES	6,100	6,100	4,177.72	.00	.00	1,922.28	68.5%
516900 RETIREMENT BUYOUTS	8,081	8,081	14,841.07	.00	.00	-6,560.07	181.2%
519300 UNIFORM ALLOWANCE - SALARIES	0	1,500	1,500.00	.00	.00	.00	100.0%
519700 AUTOMOBILE ALLOWANCE - SALARI	0	1,560	2,210.00	.00	.00	-650.00	141.7%
TOTAL LIBRARY SALARIES	784,797	784,797	535,509.61	39,941.55	.00	249,287.39	68.2%
16100002 LIBRARY EXPENSES							
521100 ELECTRICITY	44,000	38,287	10,511.30	5,690.03	.00	27,775.90	27.5%
521101 ELECTRIC NMC UXBRIDGE SOLAR	0	5,713	5,712.80	.00	.00	.00	100.0%
521500 HEAT	20,000	20,000	10,203.28	.00	.00	9,796.72	51.0%
525000 OFFICE EQUIP FURN MAINT	5,200	5,200	5,194.72	.00	.00	5.28	99.9%
527100 BUILDINGS - RENTALS & LEASES	27,600	27,600	20,700.00	.00	6,900.00	.00	100.0%
529400 OTHER PROPERTY RELATED SVCIC	17,482	17,482	12,345.00	.00	5,137.00	.00	100.0%
530600 ADVERTISING	600	600	452.40	.00	.00	147.60	75.4%
534100 TELEPHONE/COMMUNICATIONS	420	420	277.84	.00	.00	142.16	66.2%
538400 COMPUTER SERVICES	48,200	48,200	44,304.54	.00	1,059.44	2,836.02	94.1%
542100 OFFICE SUPPLIES	10,000	10,000	8,270.35	.00	132.44	1,577.21	84.2%
545101 CUSTODIAL SERVICES	0	0	.00	.00	22,360.00	-22,360.00	100.0%
551100 EDUCATIONAL SUPPLIES	15,603	15,603	11,450.40	.00	2,357.85	1,794.75	88.5%
551200 TEXTBOOKS/TECHNOLOGY MATERIAL	75,000	75,000	41,567.24	.00	17,198.70	16,234.06	78.4%
570100 WATER/SEWER CSO CHARGE	1,780	1,780	1,547.85	.00	.00	232.15	87.0%
573200 SUBSCRIPTIONS	30,000	30,000	27,310.96	.00	1,969.50	719.54	97.6%
TOTAL LIBRARY EXPENSES	295,885	295,885	199,848.68	5,690.03	57,134.93	38,901.39	86.9%

FINANCE 6

April 11, 2017

#1

ORDERED:

That the Appropriation Order #2 from March 14, 2017 for transferring \$150,000 from EMS STABILIZATION FUND to the EMS CAPITAL EXPENDITURES be rescinded due to the clerical error.

April 11, 2017

#2

ORDERED:

That the sum of \$150,000 be transferred, and the same is, hereby appropriated for the EMS SALARIES from the EMS STABILIZATION FUND.

ORDERED:

That the sum of \$48,000 be transferred, and the same is, hereby appropriated for the FIRE DEPARTMENT EXPENDITURES from the FIRE DEPARTMENT SALARIES.

April 11, 2017

#4A

ORDERED:

**Repurpose \$141,600 from the Council Order 2015-05 #5 for the Maplewood
Park Land Acquisition and the same is, hereby appropriated for the
HERITAGE STATE PARK "BANDSHELL" CAPITAL PROJECT DCR
MATCHING FUNDS.**

April 11, 2017

#4B

ORDERED:

Transfer surplus bond proceeds in the amounts \$20,012, \$5,605, from Extraordinary Repairs (6/28/2006 Authorization), Street Lights (12/16/2003 Authorization) respectively, and the same is, hereby appropriated for the HERITAGE STATE PARK "BANDSHELL" CAPITAL PROJECT DCR MATCHING FUNDS.

City of Fall River, *In City Council*

FINANCE

6

April 11, 2017

#4C

ORDERED:

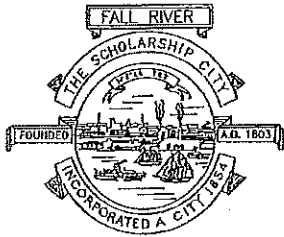
Repurpose \$6,271 from Park Improvements Lafayette/maplewood and the same is, hereby appropriated for the HERITAGE STATE PARK "BANDSHELL" CAPITAL PROJECT DCR MATCHING FUNDS.

April 11, 2017

#5

ORDERED:

That the sum of \$22,360 be transferred, and the same is, hereby appropriated for the **COMMUNITY SERVICES (LIBRARY) EXPENDITURES** from the **COMMUNITY SERVICES (LIBRARY) SALARIES**.



City of Fall River
Massachusetts
Office of the Mayor

RECEIVED

2017 APR -6 A 9:35!

CITY CLERK
FALL RIVER, MA

JASIEL F. CORREIA II
Mayor

April 3, 2017

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

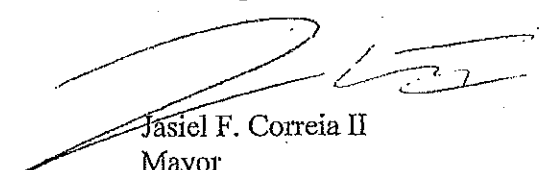
Dear Councilors:

Pursuant to Sec.55 of the City Charter I disapprove the within resolution and return it to you with the following objections:

- 1: There is insufficient funding in Law Department Expenses to satisfy the transfer request.
- 2: The request is so late in the fiscal year that it severely curtails the law department's ability to do year end adjustments. It also equates to \$80,000.000 on an annualized basis which appears to be unsustainable.
- 3: It does not conform to MGL Chapter 44 Section 33B in that the transfer is not "on the recommendation of the mayor", nor is it submitted "with the written approval...of the department having control of the appropriation". In fact the request is specifically disapproved by the department head.

Attached hereto is a detailed letter, dated March 22, 2017 from Corporation Counsel setting forth the same together with supporting documentation from the Director of Financial Services.

Best Regards,


Jasiel F. Correia II
Mayor

City of Fall River
Office of the Corporation Counsel

JASIEL F. CORREIA II
Mayor



JOSEPH I. MACY
Corporation Counsel

GARY P. HOWAYECK
Assistant Corporation Counsel

March 22, 2017

Mayor Jasiel F. Correia II
One Government Center
Fall River, MA 02722

RE: City Council Order of March 21, 2017

Dear Mayor Correia :

I write with reference to the following Order which was passed by the City Council on March 21, 2017.

"ORDERED, that the sum of \$20,000 be transferred, from Law Department Expenses and the same is, hereby appropriated for City Council Expenses to fund the hiring of legal counsel to provide impartial legal advice when required by members of the City Council."

While I have several objections to this "Order" on policy and redundancy grounds the purpose of this letter is to bring to your attention the practical and legal difficulties it presents.

First, there is insufficient funding in Law Department Expenses to satisfy the transfer request. As set forth in the attached letter of even date from Director of Financial Services Mary L. Sahady, CPA, the entire balance of all accounts labeled Law Department Expenses is \$17,750.14. This includes supplies, travel/mileage, dues/memberships (which includes costs of legal education and seminars), and subscriptions (which includes updating law books and our legal reference computer service), all vitally necessary to the functioning of this office. Deducting these expenses from the total leaves \$7,770.53 in Other Professional Services, commonly referred to as "outside counsel". Reference has been made as to this being the desired line item from which the \$20,000 would be paid. In either event, entire balance or outside counsel, the total account does not amount to \$20,000.00. This is not entirely surprising since there remain only four months in the fiscal year.

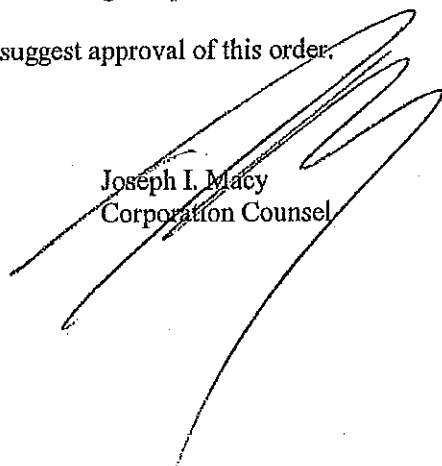
Second, since the request comes so late in the fiscal year and must be spent prior to June 30, 2017 it would reduce the ability of this office to do any constructive end of year adjustments. Moreover, it equates to \$80,000.00 on an annualized basis which this office's budget cannot absorb in the future.

Third, and most significantly, this order does not conform to MGL Chapter 44 Section 33B the governing statute, titled "Transfer of Appropriations; restrictions". (copy attached) That statute provides, in pertinent part, "no transfer shall be made of any amount appropriated for the use of any city department to the appropriation for any other department except by a 2/3 vote of the city council ON recommendation of the mayor AND with the written approval of the amount of the transfer by the department having control of the appropriation from which the transfer is proposed to be made." (emphasis supplied) Thus, while there was a 2/3 of the city council that vote was not taken "on

1

recommendation of the mayor" nor was it taken "with the written approval of the amount of the transfer" by this department. Therefore two of the three legal requirements of the statute have not been met.

For all of the above reasons I do not suggest approval of this order.



Joseph I. Macy
Corporation Counsel



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

JASIEL F. CORREIA II
Mayor

MARY L. SAHADY, CPA
Director of Financial Services

March 22, 2017

Judge Joseph Macy
One Government Center
Fall River, Massachusetts 02722

Judge Macy,

Because of the vote that was taken last evening to transfer \$20,000 from Law Department Expenses to City Council Expenses I felt it was important to report to you this morning that as of today your total law department expenses does not have a remaining balance of \$20,000. See the attached MUNIS report, If it was the Council Intention to include all the accounts labeled as Law Department Expenses that balance is \$17,750.14. However, if it was the Council's intention to transfer from the Other Professional Services line which is where out-side counsel would be paid, the balance is \$7,770.53.

Please let me know if you have any questions.

Respectfully yours,

Mary L. Sahady, CPA
Director of Financial Services

Encl: Year-to-Date MUNIS report for Law Department Expenses
Council Order [noted as item 22] in agenda of March 21, 2017

CITY OF FALL RIVER

YEAR-TO-DATE BUDGET REPORT



FOR 2017 99

	ORIGINAL APPROP	TRANSFRS/ ADJUSTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
0100 GENERAL FUND							
11510002 LAW DEPARTMENT EXPENSES							
531200 OTHER PROFESSIONAL SERVICES	150,000	40,000	190,000	182,229.47	.00	7,770.53	95.9%
558600 OTHER SUPPLIES	6,000	200	6,200	452.27	200.27	5,747.73	10.5%
571000 TRAVEL/MILEAGE	2,000	0	2,000	1,085.34	.00	914.66	54.3%
573100 DUES, MEMBERSHIPS	2,000	0	2,000	494.00	.00	1,506.00	24.7%
573200 SUBSCRIPTIONS	15,000	0	15,000	12,988.78	.00	2,011.22	86.6%
TOTAL LAW DEPARTMENT EXPENSES	175,000	40,200	215,200	197,249.86	200.27	17,750.14	91.8%
TOTAL GENERAL FUND	175,000	40,200	215,200	197,249.86	200.27	17,750.14	91.8%
GRAND TOTAL	175,000	40,200	215,200	197,249.86	200.27	17,750.14	91.8%

** END OF REPORT -- Generated by Mary Sahady **

City of Fall River, *In City Council*

(President Shawn E. Cadime)

ORDERED, that the sum of \$20,000 be transferred, from Law Department Expenses and the same is, hereby appropriated for City Council Expenses to fund the hiring of legal counsel to provide impartial legal advice when required by members of the City Council.

Filed: 2-23-17

Part I ADMINISTRATION OF THE GOVERNMENT**Title VII** CITIES, TOWNS AND DISTRICTS**Chapter 44** MUNICIPAL FINANCE**Section** TRANSFER OF APPROPRIATIONS; RESTRICTIONS
33B

[Subsection (a) effective until November 7, 2016. For text effective November 7, 2016, see below.]

Section 33B. (a) On recommendation of the mayor, the city council may, by majority vote, transfer any amount appropriated for the use of any department to another appropriation for the same department. In addition, the city council may, by majority vote, on recommendation of the mayor, transfer within the last 2 months of any fiscal year, or during the first 15 days of the new fiscal year to apply to the previous fiscal year, an amount appropriated for the use of any department other than a municipal light department or a school department to the appropriation for any other department, but the amount transferred from 1 department to another may not exceed, in the aggregate, 3 per cent of the annual budget of the department from which the transfer is made. Except as provided in the preceding sentence, no transfer shall be made of any amount appropriated for the use of any city department to the appropriation for any other department except by a 2/3 vote of the city council on recommendation of the mayor and with the written approval of the amount of the transfer by the department having control of the appropriation from which the transfer is proposed to be made. No transfer involving a municipal light department or a school department shall be made under the previous sentence without the approval of the amount of the transfer by a vote of the municipal light department board or by a vote of the school committee, respectively.

[Subsection (a) as amended by 2016, 218, Sec. 75 effective November 7, 2016. For text effective until November 7, 2016, see above.]

(a) On recommendation of the mayor, the city council may, by majority vote, transfer any amount appropriated for the use of any department to another appropriation for the same department. In addition, the city council may, by majority vote, on recommendation of the mayor, transfer within the last 2 months of any fiscal year, or during the first 15 days of the new fiscal year, to apply to the previous fiscal year, any amount appropriated, other than for the use of a municipal light department or a school department, to any other appropriation. Except as provided in the preceding sentence, no transfer shall be made of any amount appropriated for the use of any city department to the appropriation for any other department except by a 2/3 vote of the city council on recommendation of the mayor and with the written approval of the amount of the transfer by the department having control of the appropriation from which the transfer is proposed to be made. No transfer involving a municipal light department or a school department shall be made under the previous sentence without the approval of the amount of the transfer by a vote of the municipal light department board or by a vote of the school committee, respectively.

[Subsection (b) effective until November 7, 2016. For text effective November 7, 2016, see below.]

(b) A town may, by majority vote at any meeting duly held, transfer any amount previously appropriated to any other use authorized by law. Alternatively, the selectmen, with the concurrence of the finance committee or other entity establish under section 16 of chapter 39, may transfer within the last 2 months of any fiscal year, or during the first 15 days of the new fiscal year to apply to the previous fiscal year, any amount appropriated for the use of any department other than a municipal light department or a school department to the appropriation for any other department or within a department, but the amount transferred from 1 department to another or within a department may not exceed, in the aggregate, 3 per cent of the annual budget of the department from or within which the transfer is made or \$5,000, whichever is greater.

[Subsection (b) as amended by 2016, 218, Sec. 76 effective November 7, 2016. For text effective until November 7, 2016, see above.]

(b) A town may, by majority vote at any meeting duly held, transfer any amount previously appropriated to any other use authorized by law. Alternatively, the selectmen, with the concurrence of the finance committee or other entity established under section 16 of chapter 39, may transfer within the last 2 months of any fiscal year, or during the first 15 days of the new fiscal year to apply to the previous fiscal year, any amount appropriated, other than for the use of a municipal light department or a school department, to any other appropriation.

(c) No approval other than that expressly provided in this section shall be required for any transfer under this section.

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

RECEIVED

2017 APR -6 P 12:12

CITY CLERK _____
FALL RIVER, MA

JASIEL F. CORREIA II
Mayor

April 5, 2017

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

Dear Councilors:

Pursuant to Sec.55 of the City Charter I disapprove the within Act and return it to you with the following objections:

While I have no strong disagreement in principle with a "public-private partnership" I have several difficulties with the proposed "Act" as written.

It appears to encroach on or be redundant of the current power and authority of the City Administrator as custodian of the city property taken by tax title.

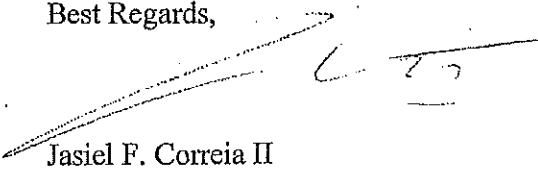
It also appears to encroach on the Mayor and the Council's power to sign real estate contracts as set forth in our charter. Similarly, it appears to create a new position or put the Law Department in the difficult position of drafting and approving its own contracts.

It also is silent as to the relationship of the City to a relatively small group of selected realtors. There is no specificity as to their relationship to the City nor the method and amount of their compensation.

In addition, if City properties are to be marketed it seems that the number should be more than five.

For the above reasons I am presently disapproving the proposed "Act" knowing that it may be revisited with more specificity and more open discussion

Best Regards,


Jasiel F. Correia II
Mayor

2

City of Fall River
Office of the Corporation Counsel

JASIEL F. CORREIA II
Mayor



JOSEPH I. MACY
Corporation Counsel

GARY P. HOWAYECK
Assistant Corporation Counsel

April 3, 2017

Mayor Jasiel F. Correia II
One Government Center
Fall River, MA 02722

RE: An Act Relative to the Disposal of Municipally Owned Property

Dear Mayor Correia:

I have reviewed the above Act which was adopted by the City Council on March 28, 2017. While I have no strong feelings about the efficacy of the Act it does present several potential problems.

The Act contemplates a municipal real estate officer who would be an existing employee of the municipality's Law Department with "authority to bind the municipality under contracts and agreements". Under our charter the Mayor signs contracts, with respect to real estate, generally with city council approval. The Act, as currently written, would delete or dilute the authority of both the Mayor and the council and put this office in the position of approving its' own agreements; a potentially untenable situation.

If a separate position needs to be created the Act does not provide for the same. If the responsibilities were assigned to the City Administrator no new position would need to be created but the Act would have to be amended.

It appears to me that at the very least the Act needs a thorough review and public input before it should be adopted.

Very truly yours,


Joseph I. Macy, Corporation Counsel

(Councilor Cliff Ponte)

**An Act Relative to the Disposal of Municipally Owned Property in the
City of Fall River, MA**

SECTION 1.

It is the purpose of this act to create an alternative process for the disposition of real property owned by the City of Fall River, MA. This alternative process employs a public-private partnership to re-occupy and reinstitute lost market value in such properties, thereby revitalizing their immediate neighborhoods and the greater community as a whole, while generating greater non-tax sales revenues for the City of Fall River, MA, placing properties back on the active tax rolls and, with their recaptured assessed value, alleviating the burden on other taxpayers to subsidize their share of the property tax levy. This alternative program seeks to accomplish these goals by:

- a. taking advantage of the comprehensive real estate marketing infrastructure, including electronic listing resources, through which licensed real estate brokers and salespersons currently conduct their professional operations;
- b. expanding the pool of potential purchasers in the free market, thereby increasing demand for the properties, thereby increasing the selling price and returns for the City of Fall River, MA; and by
- c. conveying such properties in a time-efficient and cost-effective manner to qualified purchasers with the financial resources to improve and maintain the condition of the properties.

SECTION 2.

Notwithstanding Chapter 30B or any general or special law, rule or regulation to the contrary, the City of Fall River, MA may establish an alternative disposition procedure under which specifically identified real properties that are owned by the municipality may be sold through the professional services of real estate brokers or salesmen licensed under section 87RR of chapter 112 of the Massachusetts General Laws. Such procedure shall include the following:

- (a) a method of identifying specific properties to be sold through the alternative procedure and of determining the cost of rehabilitation; provided, however, that such properties must be free of encumbrances and the municipality holds clear title to each specific property;
- (b) appointment by the Mayor with confirmation by a majority of the City Council, following adoption of this act, of a municipal real estate officer, whom shall be an existing employee of the municipality's Law Department, and whom shall have the authority to bind the municipality under contracts and agreements to which the disposition of such properties are subject, and who will serve as the liaison between the municipality, municipal officials, brokers and salespersons participating in the program, and prospective and actual purchasers in the program;

(c) a qualification review and approval process for licensed real estate brokers and salespersons to participate in the program and to market specific properties in the program; provided, that the approval process shall include review and approval by a majority of the City Council's Real Estate Committee, a representative from the Fall River Board of Realtors, and a representative of a non-profit community group headquartered in the municipality; and provided, further, that the qualification process shall take into account the expertise of the applying broker in pricing, marketing, and selling properties in the municipality and experience with properties of the type being disposed of by the municipality;

(d) such of the additional procedures (i), (ii) and (iii), below, as the municipality may adopt:

(i) a procedure for allocating properties in the program with no more than 5 properties per year being assigned on an exclusive basis to a specific broker or salesperson;

(ii) identification of specific properties in the program, if the municipality chooses, that must be sold to purchasers who will rehabilitate the property sufficiently to acquire a certificate of occupancy within 2 years as determined by the municipality;

(iii) a requirement and procedure for a specific property to revert back to the municipality if the property is not rehabilitated in a specific time period from the closing date unless such period is extended by the municipal real estate officer for good cause; and

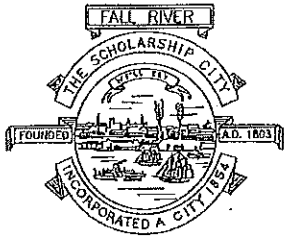
(e) all offers for the purchase of property not accepted within 30 days of submission to the municipal real estate officer are deemed rejected, unless such period is extended by mutual agreement between the prospective purchaser and the officer.

CITY OF FALL RIVER
IN CITY COUNCIL

MAR 28 2017

Adopted

3



City of Fall River
Massachusetts
Office of the Mayor

RECEIVED

2017 MAR 29 A 10:28

CITY CLERK
FALL RIVER, MA

JASIEL F. CORREIA II
Mayor

March 29, 2017

Council President Shawn Cadime & City Councilors
One Government Center
Fall River, MA 02722

Dear President Cadime & City Councilors:

I am pleased to forward to you the proposed resolution authorizing submission of the City of Fall River Year Three 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, 2017 - June 30, 2018 program year.

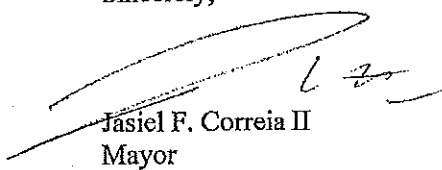
The resolution and the Year Three Annual Action Plan are being submitted to you in order to provide review time prior to City Council consideration of the resolution at the April 11th Council meeting.

The proposed program of activities, which was advertised February 24th for public comment, was developed on the basis of testimony and proposals received at public hearings held January 4th and March 8th.

The timetable provides for submission of the Year Three Annual Action Plan no later than May 3, 2017.

Should you or any other Councilor have any questions or comments prior to April 11th, I urge that you immediately contact Michael P. Dion, Executive Director/CFO of the Community Development Agency. Mr. Dion will be present at the City Council meeting to respond to any questions.

Sincerely,


Jasiel F. Correia II
Mayor

Enclosure

Mayor Jasiel F. Correia II

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

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

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

WHEREAS, it is anticipated that the U.S. Department of Housing and Urban Development (HUD) will notify the City of Fall River that entitlements will be \$2,608,240 under CDBG, \$234,095 under ESG and \$748,304 under HOME, and

WHEREAS, the Year Three 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, Jasiel F. Correia II must be authorized to submit the Year Three 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 Jasiel F. Correia II is authorized to submit the Year Three 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.



JASIEL F. CORREIA II
Mayor

City of Fall River
Massachusetts
Office of the Mayor

4
RECEIVED

2017 APR -6 P 4: 29

CITY CLERK
FALL RIVER, MA

March 30, 2017

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

Honorable Council Members:

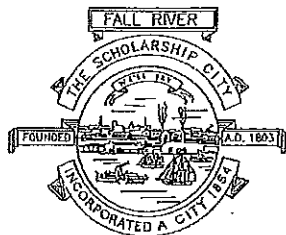
Attached please find Fiscal Year 2018 Enterprise Budgets for Water Department, Sewer Department and Emergency Medical Services. The Department Heads have worked with the Administration to develop fiscal plans that address programmatic changes and the associated staffing adjustments to meet those needs. Every effort has been made to address departmental changes in a fiscally prudent way. You will be receiving, under separate cover, the Ordinances changes needed to implement these changes.

We look forward to your favorable review and approval of these Enterprise Fund Budgets.

Best Regards,

Jasiel F. Correia II
Mayor

Enclosure



City of Fall River
Massachusetts
Office of the Mayor

5
RECEIVED

2017 APR -4 P 4: 22

CITY CLERK _____
FALL RIVER, MA

JASIEL F. CORREIA II
Mayor

April 4, 2017

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

RE: Water and Sewer Divisions
FY18 Enterprise Funds
Proposed Rates

Dear Councilors:

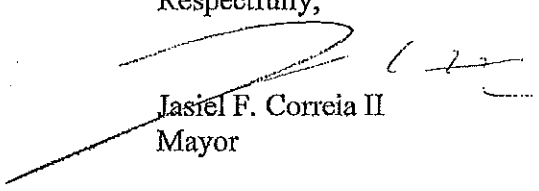
Please find attached the above referenced FY18 rate proposals. This submission is to comply with Ordinance Section 2-184 regarding submittal requirements.

Your approval of these ordinance modifications are respectfully requested.

Also attached for your information are comparisons to rates in other communities and the impact on the average family.

My staff and Mr. Sullivan are available as needed for any comments or questions that you may have.

Respectfully,


Jasiel F. Correia II
Mayor

Attachment

City of Fall River, *In City Council*

5

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

Section 1.

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

Sub-Section 1.

By striking out in sub-section (1) of said section, "\$5.28", and inserting in place thereof, "\$5.33", and by striking out "July 1, 2016", and inserting in place thereof, "July 1, 2017".

Sub-Section 2.

By striking out in paragraph (a) of sub-section (2) of said section, "\$5.28", and inserting in place thereof, "\$5.33"; and by striking out "July 1, 2016", and inserting in place thereof, "July 1, 2017".

Sub-Section 3.

By striking out in paragraph (b) of sub-section (2) of said section, "\$2.46", and inserting in place thereof, "\$2.50", and by striking out "July 1, 2016", and inserting in place thereof, "July 1, 2017".

Sub-Section 4.

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

\$ 175.00
\$ 340.00
\$ 510.00
\$ 680.00
\$ 850.00
\$ 1,015.00
\$ 1,185.00
\$ 1,350.00
\$ 1 520.00
\$ 1,690.00

and, by striking out in said sub-section (4) "July 1, 2016", and inserting in place thereof, "July 1, 2017".

Section 2.

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

By striking out said section in its entirety, and Inserting in place thereof, the following:

Effective July 1, 2017, the equivalent residential unit (ERU) shall be defined as 2,800 square feet of impervious area. Residential parcels (ERU) will be assessed: \$172.00 per year or \$43.00 per quarter. All other developed parcels will be assessed for each 2,800 square feet impervious area rounded to the nearest 100 square feet: \$172.00 per year or \$43.00 per quarter.

City of Fall River, In City Council

5

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

Section 1.

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

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

For water billed on or after July 1, 2017, per 100 cu. ft. \$2.96

Section 2.

That section 74-366 of Appendix A-Fee Schedule of the Revised Ordinances of the City of Fall River, Massachusetts, 1999, which section relates to the Base Meter Fee, be deleted in its entirety and replaced thereof with the following:

Section 74-366 Base Meter Fee:

<u>Water Service Size</u>	<u>Fee Per Quarter</u>
5/8"	\$ 14.00
3/4"	\$ 14.00
1"	\$ 16.00
1-1/2"	\$ 30.00
2"	\$ 50.00
3"	\$150.00
4"	\$200.00
6"	\$300.00
8"	\$400.00
10"	\$500.00

5

COMPARISON OF WATER AND SEWER RATES		
City/Town	Water Rate per CCF	Sewer Rate per CCF
Amesbury	\$8.10	\$6.75
Attleboro	\$4.47	\$9.10
Boston Water and Sewer Commission	\$4.90-\$6.16	\$6.34-\$7.68
Brockton	\$2.99-\$6.11	\$2.93-\$16.26
Cambridge	\$3.02-\$3.96	\$9.21-\$11.97
Chicopee	\$3.24-\$3.60	\$5.40-\$6.20
Dartmouth	\$3.19-\$5.14	\$3.37-\$3.80
Fairhaven	\$1.90-\$7.45	\$6.45
Fall River Current	\$2.87	\$5.28
Fall River Proposed	\$2.96	\$5.33
Fitchburg	\$3.16	\$7.30
Framingham	\$5.50-\$10.15	\$6.54-\$18.88
Gloucester	\$5.24	\$10.32
Haverhill	\$2.78	\$4.12
Holyoke	\$3.22	\$4.039
Lawrence	\$3.10	\$3.35
Lowell	\$2.07-\$2.54	\$3.41-\$3.78
Lynn	\$3.43-\$3.63	\$6.31-\$6.64
Marion	\$3.80-12.40	\$4.94-16.12
Marlborough	\$6.89	\$7.11
New Bedford	\$2.17	\$4.15
Newton	\$6.10-\$10.00	\$9.25-\$13.25
Northampton	\$5.40	\$6.08
Quincy	\$5.92	\$12.98
Reading	\$8.83	\$9.76
Revere	\$3.82	\$12.10
Springfield	\$2.78	\$4.56
Taunton	\$3.52-6.22	\$1.49-5.30
Worcester	\$3.60	\$6.62

Notes: Rates with a range indicate an ascending block system.
One ccf = 748 gallons.

Sources: Tighe & Bond Rate Survey 2014
MWRA Rate Survey 2015

5

FALL RIVER RATE Comparison

4/3/2017

RATES

Fall River
AVERAGE FAMILY PER YEAR AT 53 CCF/Yr 109 GPD

FY17	
WATER	BASE METER FEE PER QUARTER
WATER	USER FEE PER CCF
SEWER	USER FEE PER CCF
STORM	FEE PER ERU PER QUARTER
TOTAL	

FY18	
WATER	BASE METER FEE PER QUARTER
WATER	USER FEE PER CCF
SEWER	USER FEE PER CCF
STORM	FEE PER ERU PER QUARTER
TOTAL	

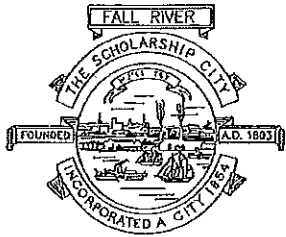
delta/year	delta/month	delta/day
\$8.00		
\$4.77		
\$2.65		
\$12.00		
\$27.42	\$2.29	\$0.08

Notes:

FALL RIVER AVERAGE USE IS BASED ON 53 CCF PER YEAR WHICH EQUALS 109 GPD
 The average of 53 CCF per year is based on actual billings.
 CCF = 748 GALLONS
 GPD = GALLONS PER DAY
 MMWRA RATE SURVEY USES 120 CCF PER YEAR OR 246 GALLONS PER DAY
 TIGHE & BOND RATE SURVEY USES 120 CCF PER YEAR OR 246 GALLONS PER DAY
 EPA has indicated that the average use of 120 CCF per year is too high.

Base meter fee is based on the size of the water meter to the property;
 smaller meter size is used in this comparison (86% of customers).

Stormwater Fee is 1 ERU/Quarter for residential properties up to 8 units.
 Stormwater Fee is # of ERU's/Quarter for commercial properties.
 ERU = Equivalent Residential Unit.
 1 ERU = 2,800 square feet of impervious surface.
 Impervious surface is normally roof area and paved surfaces.



JASIEL F. CORREIA II
Mayor

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

2017 APR -6 P 4:29

CITY CLERK
FALL RIVER, MA

April 6, 2017

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

Dear Honorable Council Members:

Please find attached personnel title and wage changes needed to allow fiscal 2018 budgetary amounts to conform to local ordinances. My staff and the Director of Financial Services are available to answer any questions or concerns that you may have.

Your approval of these ordinance modifications is respectfully requested.

Best Regards,

Jasiel F. Correia II
Mayor

Enclosure

6

Be it ordained, by the City Council of the City of Fall River, Chapter 50 of the City Ordinances be changed as follows:

Emergency Medical Services:

- Change the title of Supervisor of Emergency Medical Services/Director of Emergency Medical Service to Director of Emergency Medical Services
- Change the Salary of the Director of Emergency Medical Services from \$2,855.05 bi-weekly (or \$74,231.30) to \$108,000 annually

Buildings and Grounds:

- Change the title of Project Manager – Division of Streets and Highways to Project Manager – Buildings and Grounds
- Change the Salary of Project Manager – Buildings and Grounds from \$2,418.59 bi-weekly (or \$62,883.34) to Not to Exceed \$65,000
- Change the Salary of the Director of Buildings and Grounds from \$3,769.24 (or \$98,000.24) Not to Exceed \$98,000

Streets and Highways:

- Change the title of Director of Solid Waste Collections/Street & Fleet Maintenance to Manager of Operations – Streets & Highways DCM
- Change the Salary of Manager of Operations – Streets & Highways DCM from \$2,498.35 (or \$64,957.10) to Not to Exceed \$65,000

Financial Division:

- Change the Salary of Assistant Collector from Not to Exceed \$60,000 to Not to Exceed \$75,000
- Change the Salary of Assistant Treasurer from \$2,496.10 bi-weekly (or \$64,898.60) to Not to Exceed \$75,000

Administrative Services

- Change Salary of Network Administrator (MIS) from \$53,093.22 to Not Exceed \$70,000
- Change the salary of the Human Resources Generalist from \$50,973.25 Not to exceed \$65,000.



City of Fall River
Massachusetts
Office of the Mayor

RECEIVED

2017 APR -6 P 4: 28

JASIEL F. CORREIA II

Mayor

CITY CLERK
FALL RIVER, MA

April 6, 2017

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

Honorable Council Members:

Consistent with the requirements of MGL Chapter 150E, Section 7, I am forwarding the recently negotiated Memorandum of Agreement between Fall River Environmental Police Bargaining Unit and the City of Fall River for your approval. It has been ratified by the membership. Enclosed please find the copy for your review.

This Agreement will become a part of the prior contract document and, in combination, they establish the contractual obligations affecting environmental police.

Your approval of this Agreement is respectfully requested. Should you have any questions or concerns, please feel free to contact me.

Best Regards,

Jasiel F. Correia II
Mayor

City of Fall River, *In City Council*

7

ORDERED, that the funding of the cost items contained in the collective bargaining agreement between the City of Fall River and Fall River Environmental Police Bargaining Unit dated April 6, 2017, is hereby approved.

7

CITY OF FALL RIVER AND TEAMSTERS LOCAL 251
MEMORANDUM OF AGREEMENT
FOR A SUCCESSOR COLLECTIVE BARGAINING AGREEMENT COVERING THE
FALL RIVER ENVIRONMENTAL POLICE BARGAINING UNIT
April 6, 2017

1. TERM: Contract 1 July 1, 2015-June 30, 2016
Contract 2 July 1, 2016-June 30, 2019

2. **WAGES:**

- a. Effective July 1, 2015-0%
- b. Effective July 1, 2016-0%
- c. Effective July 1, 2017-2%
- d. Effective July 1, 2018-2%

3. **ANNUAL PERFORMANCE EVALUATION:** The parties agree to add the following contract provision to the collective bargaining agreement as a separate Article entitled "Performance Evaluation" Article XXVI:

The parties agree that the annual performance evaluation ("Evaluation") currently being utilized as part of the Commission on Accreditation for Law Enforcement ("CALEA") accreditation process shall be part of the employee's personnel file and may be considered in making promotional or hiring decisions and/or considered in other personnel matters.

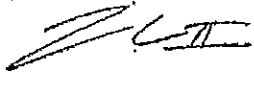
Any employee, prior to his/her Evaluation being put into his/her file, shall be permitted to review the Evaluation and, upon request, the City shall meet with the employee, Union Business Agent and/or Union Steward to discuss the Evaluation. Any employee may rebut his/her Evaluation in writing and this shall be attached to the Evaluation in said employee's file.

4. **ARTICLE V Section 3-Shift Differential**, shall be modified to reflect the following: Any employee working a tour of duty that will be worked after 2:59pm and ending at or before 8:00am, shall receive, in addition to their regular weekly compensation, a night shift differential equal to 5% of their regular weekly compensation, a night differential equal to 5% of their regular weekly compensation or Forty Dollars (\$40.00), whichever is greater. Shift differential shall be computed on the simple complete base pay step. Such night differential shall not be included in base pay for purposes of determining court time pay, or holiday pay, but shall be included in base pay for purposes of determining overtime pay, vacation pay, sick pay, bereavement leave and injured leave pay and shall be included in base pay pension/retirement purposes. Officers who are temporarily assigned to days shall continue to receive their night shift differential while on temporary assignment.
5. **ARTICLE VIII-Vacations**-shall be modified to reflect the following "Effective 7/1/16: Each year after the nineteenth year complete, vacation leave of six (6) weeks. Effective 7/1/16, each year after the twenty fourth year complete, employees shall receive one additional vacation day for each year of service beyond the twenty fourth year with a maximum not to exceed an additional five (5) days."

- 7
1. ARTICLE XXI-Warning Letters-ADD, "the parties explicitly acknowledge that this Article does not apply to unpaid disciplinary suspensions or last chance agreements."
 2. EPIPEN-All bargaining unit members agree to carry and utilize the epinephrine auto injector (EPI-Pen) if available.

For the City of Fall River

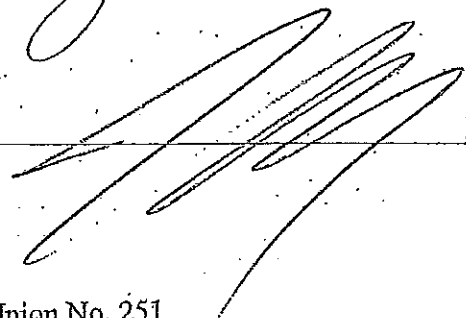
Jasiel F. Correia II,
Mayor:


Date: 4-6-17


Cathy Ann Viveiros:
City Administrator


Date: 4-6-17

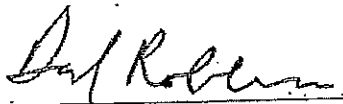
Joseph I. Macy:
Corporation Counsel


Date: 4/6/2017

For Teamsters Local Union No. 251


Matthew Taira
Secretary Treasurer

4/6/2017


Dal Roberson Contract Coordinator 4/6/17

7

**Environmental Police Officers
Bi-weekly salaries**

	Environmental Police				
	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
7/1/2017	1376.49	1410.31	1632.00	1699.21	1769.19
7/1/2018	1404.02	1438.52	1664.64	1733.19	1804.57

Enviromental Police 10 Years

7/1/2017	1778.04
7/1/2018	1813.60

Enviromental Police 15 Years

7/1/2017	1786.88
7/1/2018	1822.62

Enviromental Police 20 Years

7/1/2017	1867.55
7/1/2018	1904.90

Enviromental Police 25 Years

7/1/2017	1876.76
7/1/2018	1914.29

Enviromental Police 30 Years

7/1/2017	1922.73
7/1/2018	1961.19

7

Collective Bargaining Agreement

Between

City of Fall River

And

Teamsters, Local 251

For

Environmental Police Officers

Term of Agreement Three (3) Years

July 1, 2012 - June 30, 2015

**Collective Bargaining Agreement
Between City of Fall River and Teamsters, Local 251**

7

Term of Agreement Three (3) Years
July 1, 2012 - June 30, 2015

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This agreement entered into the 1, day of July, 2012 by and between the City of Fall River, MA hereinafter referred to as the "City", and Teamsters Local Union No. 251, for the Environmental Police Officer, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the "Union."

PRINCIPLES

- (a) This agreement is entered into to facilitate the adjustment of grievances and disputes between the City and employees and to establish necessary procedures for the amicable adjustment of all disputes which may arise between the City and the union.
- (b) The City and the Union encourage the highest possible degree of practical, friendly, cooperative relationships between their respective representatives at all levels. The officials of the City and the Union realize that this goal depends primarily on cooperative attitudes between people in their respective organizations at all levels of responsibility and that proper attitudes must be based on full understanding of a regard for the respective rights and responsibility of both the City and employees.
- (c) There shall be no discrimination against any employees by reason of race, color, creed, sex, age or Union membership, or political belief or activities.
- (d) All references to employees in this Agreement designate both sexes and wherever the female/male gender is used it shall be construed to include male and female employees.

ARTICLE I

Union Recognition and Union Security

Section 1: The Employer hereby recognizes and acknowledges that the Union is the exclusive representative of all employees in the classifications and categories of work covered by this Agreement for the purpose of Collective Bargaining as provided by the State Labor Relations Commission. This includes Environmental Police Officers.

Section 2: All employees who, on the effective date of this Agreement, are members of the Union, and all employees who become members thereafter shall, as a condition of employment, maintain their membership in good standing to the extent of paying the periodic dues uniformly required as a condition of the Union membership.

Section 3: During the term of this Agreement, every employee in the bargaining unit who is not a member of the Union shall, as a condition of employment, on and after the effective date of this Agreement, pay to the Union a monthly service charge in an amount equivalent to the then current dues uniformly required for members of the Union. All new employees must remit, to the Union, any dues or initiation fees due after thirty (30) calendar days of employment.

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Section 4: The failure of any employee to maintain membership or pay the service charge required of non-members in accordance with the terms of the Agreement, shall be considered a ground for dismissal, and upon notification by the Union of such failure on the part of any employees, the City agrees to discharge such employee, provided, however, that nothing contained herein shall be construed so as to place any obligation upon the City to discharge any employee for failure to maintain membership in the Union if the membership was terminated for reasons other than the failure of the employee to tender the periodic dues and initiation fees uniformly required as a condition of maintaining and initiation.

Section 5: The City shall deduct from the current wages of employees, in accordance with the express terms of a signed authorization to do so, the dues of the Union or the service charges provided herein. Such deductions shall be made each pay period for which they are due and shall be forwarded to the Secretary-Treasurer of the Union monthly together with a list of employees for whom dues have been deducted.

If any employee has no earnings due for the paycheck, the Union shall be responsible for collection of said dues. The Union will give the City thirty (30) days notice of any change in the amount of uniform dues to be deducted and there shall be no more than two (2) such changes in any one contract year.

Section 6: The Union shall indemnify, defend and save the City harmless against any and all claims, demands, suits or other forms of liability and for all legal costs that shall arise out of or by reason of action taken or not taken by the City in complying with the provisions of this Article. If an approved deduction is made, the Union shall refund directly to the employee any such amount.

ARTICLE II

Union Access to City Premises

Representatives of the Union shall be allowed such access to the city's premises as may be reasonably necessary to ensure compliance with the terms of this Agreement by both the City and the employees in the bargaining unit.

ARTICLE III

Shop Stewards

Section 1: The City recognizes the right of the Union to designate One (1) shop steward and One (1) assistant shop steward from the regular employees in the bargaining unit. The authority of the shop stewards so designated by the Union shall be limited to and shall not exceed the following duties and activities:

- a. The investigation and presentation of grievances in accordance with the provisions of this collective bargaining agreement.
- b. The transmission of such messages and information which shall originate with, and are authorized by the Union or its officers, provided such messages and information have been reduced to writing, are of a routine nature.

7

Section 2: Employee's Rights: Employees shall have the right to exercise, without fear of reprisal or penalty to join or assist the Union. The freedom of employees to assist the Union shall be recognized as extending to participation in the management of the Union and acting for the Union in the capacity of a Union officer or representative or otherwise and including the right to present Union views and positions to the public, officials of the City and department, members of City Council, General Court or to any other appropriate authority or official. Without limiting the foregoing, the City agrees that it will not aid, promote or finance any labor group or organization, which would violate any rights of the Union under this agreement. No department official, representative or agent for the City shall interfere with the formation, operations or administration of the Union. They shall also not discriminate against an employee because he has given testimony or taken part in any grievance, procedure or other hearings, negotiations or conferences for or in behalf of the Union. They shall not refuse to meet, negotiate or confer on proper matters with officers or representatives of the Union as set forth in this agreement.

ARTICLE IV Grievance & Arbitration Procedure

Section 1: Whenever an employee has a grievance, the following procedure shall be followed:

- a. The employee involved, together with his steward, shall first discuss the grievance with the appropriate supervisor within five (5) days of its occurrence of his reasonably having had knowledge of its occurrence.
- b. Grievance involving two or more employees may be discussed directly by the steward with the appropriate supervisor as provided in Section 1 without any other employee being involved.
- c. If a satisfactory adjustment cannot be made in accordance with a or b above, the Union, within five (5) working days, will then try to adjust the grievance with the Mayor or his designated representatives. If this step fails to settle the matter, it may then be submitted to arbitration in accordance with the procedure set forth in section 2.

Section 2: Grievances, which remain unsettled after having been fully processed pursuant to the provisions of Section 1, may, within thirty (30) calendar days after receipt of the Mayor's written answer, be submitted to arbitration by the Massachusetts State Board of Conciliation & Arbitration. The decision of the Board of Arbitration shall be final and binding upon the parties hereto.

Section 3: The purpose of the foregoing grievance procedure shall be to resolve as quickly as possible any dispute concerning the interpretation or application of this Collective Bargaining Agreement.

7

ARTICLE V
Wages

Section 1: There shall be an across the board increase in the base wages earned by members of this bargaining unit as follows:

July 1, 2012	2.5% (retroactive to that date)
July 1, 2013	2.5%
July 1, 2014	2.5%

Effective April 1, 2012, there shall be a 4% step increase in the base wages earned by all bargaining unit members who have completed twenty (20) or more years of service.

The wage rates for this Contract are set forth in Schedule "A". Employees earnings shall be paid bi-weekly on Fridays.

Section 2: **Step Increment:** On April One (1) of each year after date of employment, all employees covered by this collective bargaining agreement shall receive an increment step in grade until they reach their maximum rate within a classification.

Section 3: **Shift Differential:** Shift differential at \$40.00 per week.

Section 4: **Wage Reopener:** Other than by a decision of an arbitrator, should any non-school bargaining unit receive a higher percentage wage increase which is greater than the total wage increase contained in this Agreement, the City agrees to bargain the wage portion of contract only.

Section 5: **Sick Leave Severance:** There shall be a severance benefit pertaining to sick leave upon either retirement, termination for other than cause or death while in the employ of the City payable in accordance with the following schedule:

a.) **Retirement or termination for other than cause:** Retirement, Death or Termination for other than cause: Buy back-employees who retire or are terminated for other than cause shall receive the following:

The City agrees to the sick leave buy back of fifty (60) unused sick days, to be paid in one lump sum upon separation from employment.

b.) **Death:** In the event while in the employ of the City, the above allowance shall be converted into the form of a cash payment to the Estate of the employee.

Section 6:
The City shall require employees to be paid by direct deposit only.

7

ARTICLE VI
Work Week, Work Hours & Overtime

Section 1: The regular work shall consist of thirty five (35) hours and the regular work day shall consist of seven (7) hours, said hours being rotated and distributed fairly and impartially within the seven-day work week with those employees having the highest levels of seniority being given the benefit of favorable overtime work, work days, hours, shifts and duties, whenever possible.

Effective July 1, 2010, officers who were employed during the previous year shall each be credited with five (5) non-cashable compensatory days.

Section 2: Overtime: In addition to their regular hourly rate of pay, employees shall be paid one-half of said regular hourly rate for hours worked over their regular work day of seven hours and for those hours worked over their regular week of thirty five hours. Overtime shall be distributed fairly and impartially on the basis of a rotating list as per Classification/Job Title.

An employee called back to work after having completed his/her assigned work and left his place of employment and before his next regular scheduled starting time, shall be paid at the rate of time and one-half for all hours worked on recall. He/she will be guaranteed a minimum of four (4) hours pay at time and one-half in accordance with the provisions of Chapter 50-125 (a) of the Revised Ordinances of the City of Fall River, MA 1999.

Scheduling of Overtime: In emergencies or as needs of service require, employees may be required to perform overtime work. Employees shall be given as much advance notice as possible for overtime work. Some examples of as needs of service may be as follows: In the event shift coverage cannot be properly maintained due to scheduling of furlough or in such events when Environmental officers which are scheduled to work or designated shift are unable to work said shift due to unforeseen and or unavoidable absence and proper coverage cannot be maintained. Overtime shall be assigned to Environmental Police Officers using a rotating card system.

Section 2(a): Compensatory Time: Employees may be given Compensatory time-off in lieu of monetary compensation for overtime service. The intent of this paragraph is not to deny an employee the right of payment for overtime work performed.

- a) Any officer taking a regular non-disability retirement must use all compensatory time prior to retirement.
- b) An officer who retires on a disability retirement or dies on or off duty will be reimbursed for any non-payable unused accrued time. If necessary the payment will be paid to the estate of the officer.

Section 3: Four/Two Work Schedule: The work schedule for all officers shall be four (4) days on and two (2) days off. All work shall be based on the day-off group system set forth by the Department.

Section 4: Paid Police Details: Fall River Environmental Police Officers shall be eligible to be assigned to paid police details in accordance with the system designated by the Chief of Police. All officers shall sign a card indicating their availability to work paid police details.

Section 5: Mandatory Overtime:

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

ARTICLE VII
Holidays

Section 1: The following shall be paid holidays:

New Years Day
Washington's Birthday
Patriot's Day
Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Christmas Day
Floating Holiday
Martin Luther King Day
(Unless and until it is eliminated by act of the State Legislature)
Any future holidays declared by the State or
Federal Government, which the City is mandated to adopt.

Section 2: All employees shall receive a regular day's pay for each of the paid holidays irrespective of the day of the week on which they fall. In addition, any employee who is required to work on any one of the said holidays, shall, in addition to his regular hourly rate, receive any amount equal to one and one-half times his regular hourly rate for each hour worked on any paid holiday. In the event a holiday falls on a Saturday or Sunday all employees scheduled to work from Monday to Friday shall be at the straight time rate.

Section 3: Personal Leave: Employee shall be entitled to two (2) personal days per contract year. Employees shall be required to notify his/her supervisor when requesting use of such personal days. Employees shall be allowed to carry over one (1) personal leave day into the next calendar year for a total of three (3) days (i.e. one carry over day and two days accrued during the carry over year).

Section 4: If an employee is legitimately sick and provides supporting medical documentation, which is accepted by the supervisor as sufficient, then said employee shall be paid for a holiday covered in this Agreement, even though the employee is out on sick leave the day before or after a holiday.

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ARTICLE VIII Vacations

Section 1: Employees shall receive paid vacations based upon their length of service with the City according to the following:

Employees of the City, except emergency employees, shall be credited as of December 31 with vacation leave with pay not to exceed the following:

- A. For less than one (1) year service completed on December 31, with vacation leave of one (1) day for each calendar month, not to exceed ten (10) days. Vacation leave credit will begin at once for employees starting work on the first working day of a calendar month, otherwise on the first day of the following calendar month.
- B. For each of the next succeeding four years completed from January 1 following date of employment, vacation leave of two weeks. If an employee enters City service on the first working day of a vacation year, that year shall constitute the first of the above four years.
 - (a) for each of the next succeeding five years, vacation leave of three (3) weeks.
- C. Each year after the ninth such year completed, vacation leave of four weeks. The work "week" shall mean the number of days, excluding holidays, in the regular workweek of an employee. The words "calendar month" shall mean the month of January, the month of February, etc.
- D. (a) Each year after the fourteenth year completed, vacation leave of five (5) weeks.
 - (b) One (1) additional day's vacation for each year after the nineteenth year completed, to a maximum of forty-eight (48) vacation days.

However described above, vacation leave shall be granted in accordance with all provisions of 1999 Fall River City Revised Ordinances, Chapter 50, Article 3, Division 4, and amendments thereto.

- E. Commencing with calendar year 2005 vacation time shall be computed at eight (8) full days off for each week of vacation plus regular days off.

Section 2: Requesting Leave Time: When requesting use of Extra Week Vacation, Personal Days and Floating Holidays, employees shall be required to give the following notice when requesting use of the following days:

Extra weeks' vacation	48 hrs. before beginning of shift
Personal Day	4 hrs. before beginning of shift
Floating Holiday	24 hrs. before beginning of shift

Failure to provide the above notice shall result in said leave being denied.

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Extra week vacation is defined as one week per calendar year of available vacation time, which may be used as single unit days, spread out over the calendar year.

- Section 3:
- a. An officer who is disabled due to sickness or injury, (provided that the sickness or injury is not due to outside employment), during his assigned vacation period, who was disabled prior to his vacation and whose disability continued into his vacation period shall not be charged for such vacation time. The officer may not extend his vacation time but said unused vacation time shall be assigned later in the vacation year. The officer shall provide a doctor's certificate with respect to his/her disability. "Disability" is defined as an inability to perform the normal duties of an environmental police officer.
 - b. Officers shall not be required to take vacation during the prime time vacation period nor shall they be required to take two (2) consecutive weeks in prime time. Officers may split weeks between primary and secondary time.
 - c. All officers shall have the right during the vacation year to switch a vacation pick with any open vacation seat.

ARTICLE IX

Leaves Without Loss In Pay

Section 1: Sick Leave

A. Accrual

Sick leave shall be in accordance with Chapter 50, Article 3, Division 3 of the 1999 Fall River Revised Ordinances as amended and in effect at the date of this Agreement. Sick leave credits shall be earned at the rate of one and one-half (1 ½) days for each completed calendar month of service, including the probationary period.

Such sick leave credit when not used shall be cumulative over the period of employment, subject to a maximum accrual limit of 230 sick days for all employees in the bargaining unit. Upon attaining the maximum accumulation, sick leave is no longer earned.

B. Medical Certification

Any employee reporting out sick periodically and compiling a series of short duration absences may be required by the Director, after notice, to submit a physician's certificate for each subsequent absence. Failure to submit a physician's certificate for each subsequent absence may result in loss of pay said subsequent absence might result in loss of pay for said undocumented sick leave. The employer may require an employee to submit to a physical examination and the selection of the doctor shall be the responsibility of the City.

Any employee who is on extended sick leave shall make a progress report to the department every week that such illness continues. Failure to do so shall result in loss of pay for undocumented period.

In any case, the employer may, at its own expense, require that the employee submit to an independent examination by a doctor regarding the nature of the injury or illness which disables him from performing normal duties; provided that the examination is not required until after three (3) consecutive days of sick leave and the examination shall be at the City's expense.

C. Sick Leave Discipline

The disciplinary procedure for sick leave abuse is attached as appendix B.

D. Sick Leave Incentive

Employees who demonstrate perfect attendance for a consecutive period of (3) three months (Based on a calendar quarter, i.e. Jan.-Mar., April-June, July-Sept., Oct.-Dec.) shall receive a stipend of \$100.00 one hundred dollars for each quarter.

Section 2: Funeral/Bereavement: DEATH IN IMMEDIATE FAMILY:

Employees shall receive a total of five (5) consecutive working days off (exclusive of regular days off) from regular duties with full pay, in case of death in the immediate family. In the case of employees of Jewish faith, such leave shall be for the actual period of mourning observed, but not to exceed seven (7) days from the date of burial.

The "IMMEDIATE FAMILY" shall consist of a mother, father, husband, wife, child, and brother, sister. Employees shall receive a total of three (3) consecutive working days off (exclusive of regular days off) from regular duties with full pay in the case of the death of mother-in-law, father-in-law, grandparent, brother-in-law, sister-in-law, or other members of the immediate household including "step-family" where step-family members reside or did reside in the same household.

Section 3: Jury Leave: The City will pay any employee called for jury duty eight hours pay at his regular hourly rate as stated herein less any amount of money received by such employees for serving on the jury, provided employee returns to work the first scheduled work day following his release from jury duty, unless the employee is on sick leave or has another legitimate reason for his absence from employment on the first scheduled work day following such release.

The sum shall only be paid for actual days the employee serves on jury duty and only if the employee returns to work the first scheduled workday following his release from jury duty.

Section 4: Court Leave: Should any employee covered by this Agreement be called, summoned or subpoenaed to testify before any court of law or any other agency of the federal, state or city government, he shall be paid and compensated in full for all time so spent provided that said hearing arises out of the course of his employment, and further, it does not involve a criminal act or act of misfeasance or malfeasance on the part of the employee which results in conviction.

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Section 5: Military Leave: Leave shall be granted in accordance with established ordinances and other applicable laws, if any.

ARTICLE X Insurance

The effective date of this memorandum shall be April 1, 2012. The terms of this plan shall remain in effect until June 30, 2014.

Health Care Plan Benefits

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

<u>SERVICE</u>	<u>CO-PAYMENT</u>								
Office Visit	\$15.00								
Emergency Room Visit	\$50.00								
In-Patient Stay	\$250.00 (but not more than 4 In-Patient Co-Payments in a plan year per individual)								
Out-Patient Surgery	\$150.00 (but not more than 4 In-Patient Co-Payments in a plan year per individual)								
High Tech Radiology	\$50.00								
Prescription Drugs	<table> <tr> <td>\$10.00 Tier 1</td><td>\$20.00 Tier 1</td></tr> <tr> <td>\$20.00 Tier 2</td><td>\$40.00 Tier 2</td></tr> <tr> <td>\$35.00 Tier 3</td><td>\$70.00 Tier 3</td></tr> <tr> <td>Retail</td><td>Mail order</td></tr> </table>	\$10.00 Tier 1	\$20.00 Tier 1	\$20.00 Tier 2	\$40.00 Tier 2	\$35.00 Tier 3	\$70.00 Tier 3	Retail	Mail order
\$10.00 Tier 1	\$20.00 Tier 1								
\$20.00 Tier 2	\$40.00 Tier 2								
\$35.00 Tier 3	\$70.00 Tier 3								
Retail	Mail order								

1. The City agrees that between April 1, 2012 and June 30, 2014 it will make no further changes to the above described BCBSPD co-payments. The City further agrees that during that period it will make no changes to the contribution ratios (75% City contribution/25% Employee contribution) that apply to the BCBSPD that it offers to its subscribers. However, nothing in this Agreement shall prevent the City, at any time after February 1, 2013, from commencing the procedures, authorized by M.G.L. c. 32B, Secs. 21-23, to implement changes to the BCBSPD that would be effective on and after July 1, 2014.
2. It is agreed that the provisions of this agreement shall supersede any contrary provisions of any collective bargaining agreement and that all references to co-payments or other cost-sharing features in all collective bargaining agreements shall be null and void and

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shall be considered to be physically removed from such collective bargaining agreements, effective April 1, 2012.

3. The PEC signatories to this agreement attest to the fact that they are representative of their respective collective bargaining unit and deem all prerequisites to the execution of this agreement as deemed met.
4. The Parties agree to forego the up to the 25% mitigation, which is outline in M.G.L. c. 32B §21-23.

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

Amendment of the Memorandum

This memorandum may be amended at any time by mutual agreement of all the parties. Such amendments shall not be binding upon any party unless it is in writing and signed by personnel authorized to bind each of the parties.

ENTIRE AGREEMENT

This contract, represents all the terms and conditions agreed upon by the parties. No other understandings or representations, oral or otherwise, regarding the subject matter of this contract shall be deemed to exist or to bind any of the parties hereto.

CONFORMANCE

If any provision of this agreement violates any statute or rule of law of the Commonwealth of Massachusetts it is considered modified to conform to that statute or rule of law.

ARTICLE XI **Uniform Allowance & Cleaning**

The City agrees that it will reimburse each employee covered by this contract the sum of:

\$1,250.00 annually

This sum shall be paid not later than the first week in August in order that said employees may continue to purchase uniforms, rain gear, special shoes and such equipment as may be necessary in the course of their employment. Employees must be on the payroll as of July 1 to be eligible. Effective July 1, 2010, this allowance will be deleted and the amount rolled over in the base salary of bargaining unit members.

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Uniforms or clothing destroyed in the line of duty shall be repaired or replaced at City expense. Uniforms and/or equipment lost as a result of negligence shall be replaced at the employee's expense. The CITY shall furnish all newly hired employees the following equipment: duty belt, cartridge case, holster, firearm, nightstick, nightstick holder, mace, mace holder, handcuffs, handcuffs holder, badges and insignia.

ARTICLE XII Seniority

The City agrees to adhere to the principle of seniority whenever possible in the application of this contract and in the administration of employee benefits and employer policy. Seniority shall be defined as length of service as a Fall River Environmental Police Officer.

ARTICLE XIII Just Cause

No employee shall be disciplined or discharged except for justifiable cause after having successfully serving a probation period of nine (9) months. During the probation period, employees can be discharged for any reason.

ARTICLE XIV Severance of Employment

1. This Agreement shall not in any way alter employee(s) rights under existing statutes including Chapter 31 of the Massachusetts General Laws as amended.
2. In addition to the foregoing benefits, an employee may elect to utilize the grievance and arbitration procedure of this contract in the presentation of any grievance with respect to disciplinary action, suspension, or termination in accordance with the provisions of Chapter 150E.

ARTICLE XV Re-Call

Employees may be laid off in the order of least seniority. Notice of lay off shall be given at least seven (7) days before the scheduled lay off.

Any employee laid off shall be placed on the recall list for five (5) years.

The City, upon rehiring, shall do so in the order of greatest seniority entitlement, except to the extent the Civil Service Laws and Regulations provide otherwise. Under no circumstances shall the City hire from the open market while employees on the recall list are ready, willing and able to be re-employed to perform the duties of the vacant position.

Any notice of re-employment to an employee who has been laid off shall be made by registered mail to the last known address of the employee at least seven (7) days prior to a date set for re-

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employment in said notice. A copy of said notice shall be simultaneously sent to the Secretary-Treasurer of the Local Union.

Failure on the part of the employee to report for said employment according to the notice, regardless of reason, shall be deemed to be a waiver by said employee for that particular position. Such waiver shall not terminate his remaining recall rights.

ARTICLE XVI Miscellaneous Provisions

1. Unless modified by the express terms of this Agreement, all existing rights, benefits, privileges and practices enjoyed by the employees in the bargaining unit shall be maintained throughout its term.
2. Neither the City nor its agents shall enter into any agreement with any individual employee, which is contrary to terms of this Agreement.
3. No agreement, understanding or alteration of the terms or provisions of this Agreement shall bind the parties hereto unless made and executed in writing by them.
4. The failure of either party hereto to insist upon compliance with any of the terms or conditions of this Agreement on any occasion shall not be construed to be a waiver by that party of its right to insist upon compliance in the future with such terms and conditions.
5. Each clause of this Agreement is totally severable from every other clause hereof. Should any clause of this Agreement be declared by any court or agency of competent jurisdiction to be invalid or unenforceable or be rendered invalid by any legislation, the validity of all other clauses in this Agreement will be unaffected thereby and shall remain in full force and effect during its term.
6. Indemnification of Employees
 - Section 1.** The city agrees to defend any Environmental Police Officer who, as a result of any police action, is being sued civilly or charge criminally. Such defense shall be provided at no expense to the employee in accordance with the provision of Chapter 258, Section 13 of the Massachusetts General Laws.
 - Section 2.** The City Corporation Counsel or designee shall provide the Environmental Police Officers with a legal defense in any civil or criminal proceeding arising out of any act or omission within such officer's scope of employment. In the event the Corporation Counsel determines there is a reasonable likelihood that a judgment rendered against such officer may not be indemnified by the City pursuant to section 1 hereof, the Corporation Counsel shall designate an outside attorney to represent such officer at the City's expense.

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

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ARTICLE XVII Management Rights

Except as otherwise provided for in this Agreement, the City retains all rights inherent to the management of the City Government Services.

ARTICLE XVIII Maintenance of Standards

1. The Employer agrees that all conditions of employment in his individual operation relating to wages, hours of work, overtime differentials, and general working conditions, except as otherwise specifically provided herein, shall be maintained at no less than the highest minimum standards in effect at the time of the signing of this agreement and the conditions of employment shall be improved wherever specific provisions for improvement are made elsewhere in this Agreement. It is agreed that the provisions of this section shall not apply to inadvertent or bona fide errors made by the Employer or the Union in applying the terms and conditions of the Agreement, if such error is corrected within ninety (90) days from the date of error.

2. No amendment, alteration or variation of the terms or provisions of this agreement shall bind the parties hereto unless made and executed in writing by the parties. The failure of the CITY or the UNION to insist in any one or more situations upon performance of any terms or provisions of this Agreement shall not be considered as a waiver or relinquishment of the right of the CITY or the UNION to future performances of any such terms or provisions and the obligations of the CITY and the UNION to such future performances shall continue in full force and effect.

ARTICLE XIX Contract Term

Section 1: Effective Date: The effective date of this Agreement is July 1, 2009. The signing of this Agreement by the authorized representatives of the Union and the City shall be authorization to implement all of the provisions of this Agreement.

Section 2: Termination: This Agreement will remain in effect until June 30, 2012. At the end of that time, either party may terminate this Agreement provided such termination is transmitted through the registered U.S. mails to the responsible signatures to this Agreement. In no case may termination notice be sent less than thirty (30) days prior to the termination date herein agreed.

Section 3: Renewal: Should neither party to this Agreement send a notice of termination as described in the previous paragraph, this Agreement will be considered to have been automatically renewed for another year.

Section 4: Changes: Should either party to this Agreement wish to inaugurate collective bargaining discussions over changes it may wish to introduce into the next succeeding Agreement, it is agreed that notice of the substance of the changes and the language with which such desired changes are to be expressed shall be mailed to the authorized parties signatory to

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this Agreement prior to thirty (30) days before termination of this Agreement. The parties shall forthwith seek establishment of a meeting for purposes of discussion and amicable accommodation for the desired changes. Nothing in this article shall preclude either party from modifying any previous proposals during the course of contract negotiations.

ARTICLE XX

Longevity

1. Longevity payments for these positions covered by this Agreement shall be as follows:

5 years	\$ 200.00
10 years	\$ 400.00
15 years	\$ 600.00
20 years	\$ 800.00
25 years	\$1,000.00
30 years	\$2,000.00

Effective July 1, 2010, this payment will be eliminated and rolled over into the base salary of unit members with entitlement to and payment thereof as set forth herein. Time will be calculated based on time served as an Environmental Police Officer.

Payment for longevity shall be made to employees based on the above schedule after having completed the appropriate number of years and for each of the years between the next rate. Every employee in a position for which longevity is provided may be considered eligible for the next higher rate when he has completed the required period of service to the first rate and between each succeeding rate.

2. In the event of death or retirement of any individual authorized to receive longevity, payment shall be made on a pro-rated basis for the period during which he actually served.
3. Leaves or other absences not included, as service shall not be included in determining longevity.

ARTICLE XXI

Warning Letters

Warning letters shall be removed from the employee's folder after nine (9) months if no additional charges are brought against the employee within the nine (9) month period. If more than one letter of reprimand, suspension, etc. is placed in the employee's folder within the nine (9) month period, all such material pertaining to previous violations shall remain as a permanent part of the employee's personnel folder.

Employees may review their personnel folder annually after notifying the Department of Personnel in writing of such request. The date and time of said review will be determined by the Department of Personnel Administration.

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Only material contained in the employee's personnel folder shall be used for any/all subsequent disciplinary action against the employee. Employee has a right to submit a written rebuttal to material contained in the personnel folder.

ARTICLE XXII

Contracting Printing

The City shall, with its own force, print this contract in sufficient number to meet the needs of the Union, and the Union will reimburse the City for one-half (1/2) the cost of said printing.

ARTICLE XXIII

Wage Re-Opener

Should General Government Aid funding from the Commonwealth be restored to Pre-9-C, fiscal year 2009 funding levels, in fiscal year 2011, the contract may be re-opened solely for the purposes of discussing wage levels for fiscal year 2011.

IN WITNESS THEREOF, the parties hereto have caused these presents to be signed and executed by their respective duly authorized officers.

ARTICLE XXIV

Employee Drug Testing

Section 1--Environmental Police Officer Drug Testing

The environmental Police Officers shall have a drug test testing program, to be conducted in the manner set forth below:

1. Environmental Police Officers shall be required to submit to drug tests if there is reasonable suspicion that the Environmental Police Officer is using or under the influence of drugs. "Reasonable suspicion" shall be defined as follows:
"a belief based on objective facts sufficient to lead a reasonable prudent person to suspect that an employee is using or is under the influence of drugs so that the employees ability to perform his/her duties is impaired." Reasonable suspicion shall be based on information of objective facts obtained by the department and the rational inferences which may be drawn from those facts. The credibility of the sources of information, the reliability of the information, the degree of corroboration, the results of the investigation or injury, and/or other factors shall be weighed in determining the presence or absence of reasonable suspicion.

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2. The chief of Police, or his designee (in his absence), shall be the appropriate Department official to initiate the order to submit to drug testing. Although the Environmental Police Officer must submit the sample prior to the review committee's determination (see #3 below), the sample shall not be tested until and unless the review committee finds "reasonable suspicion" as defined in #1 above.
3. A review committee shall be established for the purpose of determining where the Chief had reasonable suspicion to order the drug test. The committee shall be composed of a representative, one by the Union and Ron Pelletier or his designee from SoutCoast Employee Assistance Program. The review of the Chief's directive must be completed within 24 hours; however, the Environmental Police Officer must submit the sample prior to the review committee's determination. The review process shall be an informal one and the Committee's determination shall be final and not subject to the grievance/arbitration procedures.
4. The testing shall be performed at a reputable medical facility. Said medical facility shall collect the specimens and shall be required to maintain documentation of its chain of custody.
 - a. The Environmental Police Officer shall be advised of the specimen collection procedure.
 - b. The Environmental Police Officer shall observe the medical facility's labeling procedures as follows:
 1. Each specimen shall be placed in individual containers, including a split sample, and shall, in the presence of the Environmental Police Officer, be sealed, labeled, and initiated by the Environmental Police Officer.
 2. The office shall be given a drug screening information sheet prior to testing which shall permit the Environmental Police Officer to make note of any prescription and/or over-the-counter drugs taken within the last 90s days. This information sheet shall be used by the medical facility in making its findings.
 3. The medical facility shall provide the Environmental Police Officer with access to a "split sample" which the Environmental Police Officer may have forwarded for testing to a laboratory procedures and costs shall be borne by the Environmental Police Officer.
 - c. The medial facility/laboratory shall determine (1) the specific testing methodology to be used in performing the initial screening and/or the confirmatory test, (2) the panel of drugs to be tested, and (3) the detection level for the substance tested.
 - d. The Chief shall be notified of the final test results and shall then immediately notify the Environmental Police Officer.

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5. Any Environmental Police Officer who tests positive shall be provided the opportunity to enroll in a rehabilitation program, except in those situations in which the Environmental Police Officer used, sold, or purchased drugs while on active duty. In these situations, the Environmental Police Officer may be subject to discipline.
 - a. The rehabilitation program must be designed by the Environmental Police Officer to be approved by the Department's physician. The expenses of the rehabilitation program will be borne by the individual Environmental Police Officer.
 - b. If the Environmental Police Officer refuses to participate in the rehabilitation program, he/she may be discharged, subject to his/her statutory appeal rights.
 - c. The Environmental Police Officer, while enrolled in the rehabilitation program, must comply with all the requirements and regulations of the program; failure to so comply shall subject the Environmental Police Officer to discharge, subject to statutory appeal rights. The Environmental Police Officer must provide periodic reports of the progress of the rehabilitation program to the Chief. The Environmental Police Officer may be permitted to use sick leave or to request leave without pay while enrolled in the program.
 6. The Environmental Police Officer who successfully completes the rehabilitation program, which is appropriately documented by a physician, and who returns to work shall be subject to random testing for a period of up to one year. If the Environmental Police Officer subsequently tests positive, then the Environmental Police Officer may be immediately disciplined, up to and including discharge, subject to statutory appeal rights.

Section 2 –Annual Drug Testing

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

All employees to be tested shall be tested no more than thirty (30) days before or thirty (30) days after his/her birthday.

All employees tested shall be chosen at random by a private vendor with experience and expertise in employee drug testing;

All testing shall be performed in accordance with the Mandatory Guidelines for Federal Workplace Drug Testing Programs with respect to form of testing, specimen collection, testing procedures, procedures for declaring a test positive/negative, and testing laboratories;

Drugs for which employees will be tested are the following: amphetamines, barbiturates, benzodiazepines, cocaine, marijuana, methadone, methaqualone, opiates, phencyclidine, propoxythene, steroids, and synthetic opiates.

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Upon review through the Medical Review Officer, employees with a valid prescription for any of the tested drugs shall be considered negative for such drugs;

The consequences of a positive drug test shall be the same as those specified in Article XXIV.

In consideration for this Section B, each member of the bargaining unit shall receive a \$200 stipend on the first payroll after July 1 and an additional \$200 on the first payroll after January 1 of each year, beginning with fiscal year 2015.

ARTICLE XXV

Residency Requirement

The Union agrees to accept the provisions of the Residency Requirement as attached in Appendix A.

APPENDIX A

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

That Chapter 50 of the Revised Ordinances of the City of Fall River, Massachusetts, 1999, which chapter relates to Personnel, be amended by inserting in said chapter, a new Article V RESIDENCY REQUIREMENT, and inserting under said article, the following new sections to read as follows:

ARTICLE V RESIDENCY REQUIREMENT

Sec. 50-325 Definitions.

As used in this Article, the following terms shall have the respective meaning ascribed to them:

Employee: Any person:

Employed directly by the City, a City agency or department, who is paid as an employee of the City in accordance with the IRS regulations and receives an annual W-2 wage and earning statement, regardless of the number of hours the employee works for the City.

Promotion:

Advancement of an employee's rank or position.

Residence:

The actual principal residence of the individual where such individual normally eats and sleeps and maintains such individual's normal personal and household effects.

Sec. 50-326 Scope of requirement.

- A) Every person first employed by the City on or after November 15, 2012 shall be a resident of the City of Fall River or shall, within 18 months after such person commences to be employed by the City of Fall River, establish residency within the City.

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- B) Notwithstanding the provision of this Article, any employee as defined in section 2-222 of Article IV of the Revised Ordinances of the City of Fall River shall be subject to section(s) 2-223 through 2-229 of Article IV and any employee as defined in M.G.L. c. 71 § 38 shall be subject to the provisions of M.G.L. c. 71 § 38. Every person employed by the City before November 15, 2012 who becomes reappointed, promoted or is unilaterally transferred on or after November 15, 2012 shall not be subject to this Article.
 - C) Every employee shall be furnished a copy of the residency ordinance when hired and annually thereafter and shall sign a certificate acknowledging receipt of the policy and agreeing to comply with the ordinance as a condition of continued employment. Failure to receive a copy and signing a certificate of acknowledgement shall not be held to excuse any violation.
 - D) Failure of an employee, subject to this Article, to comply with this Article shall be determined to be a voluntary termination of employment by such employee.

Sec. 50-327 Maintenance of list subject personnel.

The director of human resources shall prepare and maintain a list of all persons subject to this Article.

Sec. 50-328 Filing certificate annually.

Annually, on July 1, every person subject to this Article shall file with each such person's department head or like officer, a certificate signed under the pains and penalties of perjury, stating such person's name and place of residence as defined herein. Upon receipt of a certificate indicating place of residence not within the city, or if no such certificate is filed, the department head or like officer shall forthwith notify the director of personnel. The names of the employees who are subject to this Article who have ceased to be residents of the City subsequent to the time of employment or promotion or did not become a resident at the time employment or promotion, or within 18 months of the commencement of employment or promotion shall be stricken from the payroll and those persons shall cease to be employed by the city. The department head or like officer shall give notice of such action to the director of human resources, the city treasurer, and the city auditor. The director of human resources shall transmit the same to the Mayor.

Sec. 50-329 Walver authorized.

The Mayor, with a two-thirds vote of the City Council, is hereby authorized in his discretion, for good cause shown, to permit any officer or employee of the City to remain in the employ of the City without complying with the provisions hereof, where:

- (A) The health of any employee or a member of their immediate family necessitates residence outside the city limits;
- (B) Special circumstances, including but not limited to being in the best interest of the public to do so, exist justifying residence outside the City limits.

Sec. 50-330 Enforcement.

This ordinance shall only be enforced upon the City fulfilling its obligation to bargain with each collective bargaining unit representing the employees in the City, in accordance with the City's obligation pursuant to M.G.L. c. 150E.

Sec. 50-331 Validity; Severability

In the event that this Article shall be deemed to be in conflict with a provision of any general or special law, the provision of that general or special law shall govern and shall not defeat the application of this Article with respect to any position not governed by the law. In the event that the provisions of this Article are in conflict with the provisions of any other ordinance the provisions of that ordinance shall be deemed repealed. The provisions hereof are severable, and

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the action of any court of competent jurisdiction in declaring any part or portion hereof invalid, shall not act to defeat any remaining part or portion hereof, and any such action declaring this section invalid with respect to any position or person shall not be held to apply to any other person or position.

In City Council, October 30, 2012
Passed to be ordained, as amended

Approved, November 8, 2012
William A. Flanagan, Mayor

A true copy. Attest:

Alison M. Bouchard
City Clerk

Ordinance No. 2012-34

APPENDIX B

1. Monitoring Sick Leave Policy

- A. The Environmental Police Unit will set seven (7) undocumented days per year as an acceptable standard of sick leave utilization per calendar year.
- B. Sick leave shall be periodically monitored on usage during a calendar year. As of January 1 of each year, the employees undocumented sick time shall be reset to 0 for review purposes. However, the Department reserves the right to use all personnel records in applying discipline, defense of grievances, arbitrations or other such actions.
- C. Suspected abuse of sick time usage shall normally result in the implementation of progressive discipline as follows:
 - 1st violation, verbal warning
 - 2nd violation, written warning
 - 3rd violation, written warning equal to a suspension, however, actual suspension time will not normally be served, as the intent is to have the employee improve attendance at work. The Department reserves the right to implement suspension time.
 - 4th violation, termination at the discretion of the Department.

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The Department reserves the right to expedite discipline over the above noted progressive discipline for cases of gross sick time abuse.

Sick time abuse examples are, but not limited to, exceeding 7 undocumented sick days per calendar year, calling in sick to avoid rainy, hot or cold weather. To extend weekends or vacations, periodic short term use, sick leave abuse patterns or other as determined by the Department.

- D. Sick leave discipline as related to Article XXIX, Warning Letters, shall not be removed from personnel files for a period of two years. Sick leave discipline shall be progressive from incident to incident, and year to year.
- E. A Doctor's note identifying the cause of sick leave absence is required for said sick leave to be considered documented, except as noted in Section F.
- F. Doctor's notes that do not identify the cause of sick leave absence will be accepted and placed in the personnel file. The Department reserves the right to deem said days as undocumented days, based on review of patterns of abuse.
- G. An employee who is close to retirement and begins using more sick leave to reward himself/herself for not having used much sick time during his/her earlier years, shall not be an acceptable use of sick leave. This employee shall be treated as any other employee with a heavy sick leave use.
- H. In all cases, the City reserves the right to have the employees evaluated by the City's doctor.

APPENDIX C

7

Memorandum of Agreement

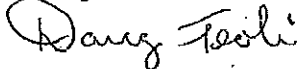
Teamsters Local 251, Environmental Police Officers, agree to cooperate with the City of Fall River's efforts in achieving National Accreditation (CALEA) to include allowing its members to be evaluated in the performance of their duties. The member's immediate supervisor, on a semi-annual basis, will conduct these evaluations.

Completed evaluation forms will be kept in the Office of Accreditation and will only be used to satisfy the minimum requirements of CALEA. The completed evaluation forms will not be shared with outside agencies or to be used for assignments, discipline or any other subject besides the minimum requirements of CALEA. The evaluation format will not expand or broaden without negotiations between the City and the union. An appeals procedure will be established if a member disagrees with any section of his/her evaluation.

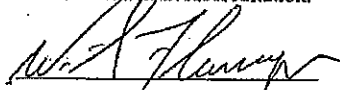
As an agreement for the union's co-operation with National Accreditation, members of the union with twenty years of credible service or credible time within the Fall River retirement system will be granted six weeks furlough. After twenty years of credible time and/or service a union member will be allowed to bank one week of furlough per year but not to exceed five weeks.

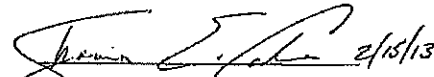
As an agreement for the union's co-operation with National Accreditation, members of the union will receive a 1% general wage increase effective July 1, 2012, a .50% general wage increase on January 1, 2013 and a .50% general wage increase on July 1, 2013.

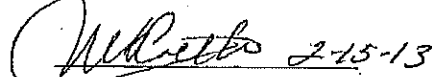
This agreement will not terminate if the city is unable to retain National Accreditation.

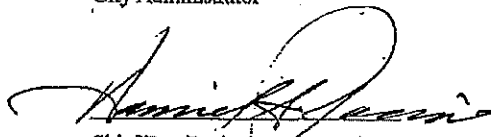
 2-26-13

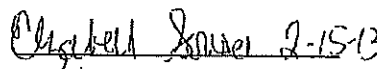
Doug Teoli, Business Agent Date
Teamsters Local 251


William A. Flanagan Date
Mayor, Fall River, Massachusetts

 2/15/13
Shawn E. Cadime Date
City Administrator

 2-15-13
Madeline Coelho Date
Director of Administrative Services
Human Resources


Chief Dan Racine Date
Police Chief

 2-15-13
Elizabeth Sousa Date
Corporation Counsel

APPENDIX D

BI-WEEKLY WAGE STEPS- July 2011-July 1, 2013

FY 2012- July 1, 2011=Base includes stipends(uniforms,weapons,osha training, longevity)

Jan. 1 2012 = 3% Increase

April 1, 2012 = 4% increase 20

yrs +

FY 2013 - July 1, 2012 = 1% increase

FY 2013 - July 2, 2012 = additional 2.5% retro to

7/1/2012

Jan. 1 2013 = .50% increase

Jan. 2, 2013 = pulled from 7/2/2012 table

FY 2014 - July 1, 2013 = 3% increase originally .50% increase

FY2015 - July 1, 2014 = 2.5% Increase

EV11-Enviromental Police 2011

	Min.				Max.
	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
7/1/2011	1192.79	1222.10	1414.20	1472.44	1533.08
1/1/2012	1228.57	1258.76	1456.63	1516.61	1579.07
7/1/2012	1240.86	1271.35	1471.19	1531.78	1594.86
7/2/2012	1271.88	1303.13	1507.97	1570.07	1634.73
1/2/2013	1278.24	1309.65	1515.51	1577.92	1642.91
1/1/2013	1247.06	1277.71	1478.55	1539.44	1602.84
7/1/2013	1316.59	1348.94	1560.98	1625.26	1692.20
7/1/2014	1349.50	1382.66	1600.00	1665.89	1734.50

EN10-Enviromental Police 10 Years

	<u>Step 1</u>
7/1/2011	1540.75
1/1/2012	1586.97
7/1/2012	1602.84
7/2/2012	1642.91
1/2/2013	1651.13
1/1/2013	1610.86
7/1/2013	1700.66
7/1/2014	1743.18

EN15-Enviromental Police 15 Years

	<u>Step 1</u>
7/1/2011	1548.41
1/1/2012	1594.86
7/1/2012	1610.81
7/2/2012	1651.08
1/2/2013	1659.34
1/1/2013	1618.86
7/1/2013	1709.12
7/1/2014	1751.84

7

EN20-Enviromental Police 20 Years

	<u>Step 1</u>	<u>Step 2</u>
7/1/2011	1556.07	
1/1/2012	1602.75	1666.86
7/1/2012	1618.78	1683.53
7/2/2012	1659.25	1725.62
1/2/2013	1667.55	1734.25
1/1/2013	1626.87	1691.95
7/1/2013	1717.57	1786.27
7/1/2014	1760.51	1830.93

EN25-Enviromental Police 25 Years

	<u>Step 1</u>	<u>Step 2</u>
7/1/2011	1563.74	
1/1/2012	1610.65	1675.08
7/1/2012	1626.76	1691.83
7/2/2012	1667.43	1734.12
1/2/2013	1675.76	1742.80
1/1/2013	1634.89	1700.29
7/1/2013	1726.04	1795.08
7/1/2014	1769.19	1839.96

EN30-Enviromental Police 30 Years


	<u>Step 1</u>	<u>Step 2</u>
7/1/2011	1602.05	
1/1/2012	1650.11	1716.12
7/1/2012	1666.61	1733.28
7/2/2012	1708.28	1776.61
1/2/2013	1716.82	1785.49
1/1/2013	1674.95	1741.94
7/1/2013	1768.32	1839.06
7/1/2014	1812.53	1885.03

7

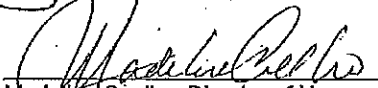
Entered into this 28 day of June, 2013.

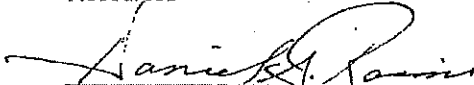
CITY OF FALL RIVER

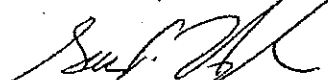
By:


William A. Flanagan, Mayor


Shawn E. Cadline, City Administrator


Madeline Coelho, Director of Human Resources


Daniel Racine, Police Chief


Gary Howayeck, Assistant Corporation Counsel


Elizabeth Sousa, Corporation Counsel

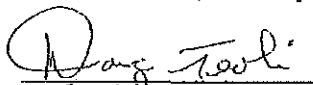
TEAMSTERS, LOCAL 251 FOR
ENVIRONMENTAL POLICE
OFFICERS

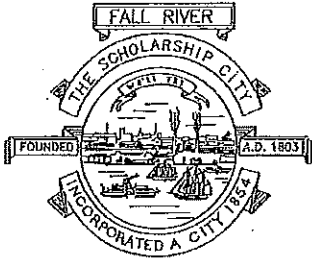
By:

_____, President

_____, Treasurer

_____, Secretary


BUSINESS AGENT



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

RECEIVED

2017 APR -5 P 2:32

CITY CLERK _____
FALL RIVER, MA

JASIEL F. CORRÊIA II
Mayor

TERRANCE SULLIVAN
Administrator

April 5, 2017

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

RE: Department of Community Utilities: Water and Sewer Divisions
Staff Reorganization Report

Dear Councilors:

Please find enclosed the documents for the above referenced report as submitted to the Department of Human Resources. This report is being submitted for informational purposes only and is not a request to modify ordinances at this time. There are several additional steps that must be completed prior to a formal request to the City Council. However, it is important that you have this information in relation to the proposed FY18 budget for the Water and Sewer Enterprise funds.

The FY18 budget includes the funds necessary to implement the recommendations in this report. Those costs are entered under "Other Personnel Costs" in each budget. Final and formal approval via modification of the personnel ordinances has not been achieved yet.

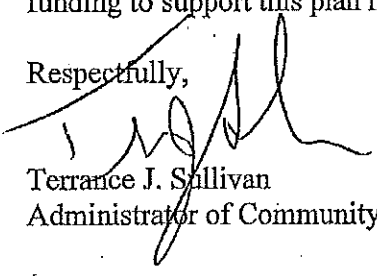
The following steps are necessary to implement the proposed plan:

- City Council approves the budget and revenue for FY18 as submitted.
- Personnel ordinance modifications are formally submitted and approved by the City Council.
- AFSCME union agreement is finalized and submitted to the City Council for approval.

9

I am available as needed for any comments or questions that you may have. As noted, the funding to support this plan has been included in the FY18 budget submittal.

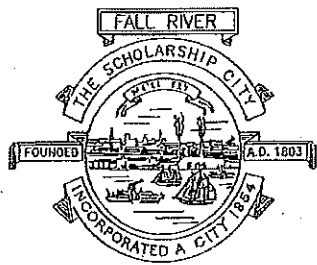
Respectfully,



Terrance J. Sullivan
Administrator of Community Utilities

/omc
Attachments

9



9

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

JASIEL F. CORREIA II
Mayor

TERRANCE SULLIVAN
Administrator

TO: Madeline Coelho-Human Resources

FROM: Terrance Sullivan-DCU

DATE: March 31, 2017

Re: Department of Community Utilities: Water and Sewer Divisions
Staff Reorganization Report

The FY18 budget proposal includes reorganization of staffing and proposals for consideration for staff improvements. The budget proposal includes a net reduction of total staff by one. This includes the elimination of two existing positions and the addition of one new position.

The organization of the Water Administration Office from a budgeting perspective has been modified. All billing personnel are included in the Water Division budget. In the past a portion of that staff was budgeted in the Sewer Division budget. Review of the job assignments and work practices justify this modification.

The pay rate for the workers in the Water Distribution Maintenance Division has lagged behind. The pay rates for the Water Distribution Maintenance Division are very low compared to other utility operations. This has resulted in multiple losses of experienced, qualified employees from the Division. Further, it is very difficult to hire new employees with experience and licensing due to the pay rates.

For general comparisons the following applies:

- Massachusetts Prevailing minimum wage rates:
 - Backhoe/Front end loader: \$40.49/hour (\$64.67 with benefits): \$3,239.20 biweekly.
 - Laborer: \$33.10/hour (\$52.50 with benefits): \$2,648.00 biweekly.
 - Pipelayer: \$33.35/hour (\$52.75 with benefits): \$2,668.00 biweekly.
 - Water meter installer: \$38.46/hour (\$64.61 with benefits): \$3,076.80 biweekly.
- Department of Community Maintenance:
 - MEO/Laborer IIA (laborer): \$17.9877/hour: \$1,439.02 biweekly.
 - HMEO/Laborer 1A (CDL): \$19.4011/hour: \$1,552.08 biweekly.
 - SMEO/Laborer B, BA, BS (backhoe): \$20.0652/hour: \$1,605.22 biweekly.
 - Foreman: \$22.8360/hour: \$1,826.88 biweekly.
- Water Treatment Division:
 - Supervisor (Chief Operator)-4: \$24.79/hour (6/30/14 max.): \$1,983.20 biweekly.
 - Operator Grade 3 or 4: \$21.817/hour (6/30/14 max.): \$1,745.36 biweekly.
 - Watchman/Attendant-11E: \$17.842/hour (6/30/14 max.): \$1,427.36 biweekly.

9

As such, I recommend the following ordinance modifications:

<u>Title</u>	<u>Current Max Biweekly Rate</u>	<u>New Max Biweekly Rate</u>
Water Maintenance Worker II	13B-\$1,196.26	16B-\$1,281.52
Water Maintenance Worker I	16B-\$1,281.52	19B-\$1,382.86
Water Maintenance Worker I (With CDL or backhoe license)	17B-\$1,313.54	20B-\$1,420.17
Water Maintenance Worker I (With CDL & backhoe licenses)	18B-\$1,345.52	22B-\$1,500.20
Water Maintenance Worker I Advanced Backhoe Operator	20B-\$1,420.17	28B-\$1,798.76
Water Maintenance Worker I Advanced Backhoe Operator (With D4 operators license)	24B-\$1,585.47	ABD4-\$1,983.51
Supervisor	20B-\$1,420.17	25B-\$1,638.74
Supervisor (With D1 operators license)	21B-\$1,457.55	27B-\$1,745.46
Supervisor (With D4 operators license)	21B-\$1,457.55	SD4-\$1,983.51
Sr. Engineering Aide	22B-\$1,500.20	26B-\$1,686.77
Sr. Engineering Aide (With D4 operators license)	22B-\$1,500.20	SEAD4-\$1,983.51
Chief Water Inspector	CWSI-\$1,541.75	26B-\$1,686.77
Chief Water Inspector (With D4 operators license)	CWSI-\$1,541.75	CWSID4-\$1,983.51

Note:

D operator's license refers to the Massachusetts Board of Certification of Operators of Drinking Water Supply Facilities; Distribution System Licenses Grades 1 through 4.

9

The pay rate increase proposals are subject to collective bargaining with the union (AFSCME). Assuming a successful agreement with the union and approval of the proposed budget the following conditions would also apply:

- Mayor and City Council must approve ordinance changes to enact.
- No retroactive pay.
- Pay increases shall become effective on the first full payroll period following full authorization of the ordinance change (approval by City Council and execution by the Mayor).

The position of Forester (Michael Labossiere) within the Water Division has been assigned multiple additional duties including dam inspections and dam management. The expansion of the regulations of the Massachusetts Office of Dam Safety has required this increased workload. The maintenance and management of the massive dam structures has improved dramatically under the Forester's efforts to continue compliance with the requirements of the Office of Dam Safety. This position manages the nearly 5,000 acres of land owned by the City for watershed protection and coordinates with management of the entire Bioreserve of nearly 15,000 acres. Mr. Labossiere's knowledge/management of this massive area and his ability to make improvements with limited resources is commendable. Mr. Labossiere has been the lead on access to multiple grants. Mr. Labossiere's efforts in leading a team of agencies to coordinate the breaching of the Rattlesnake Brook Dam has saved the City over \$600,000 in planning, design and construction costs in 2015-2017. The entire project was completed with grants and the assistance of multiple State Agencies and Environmental Groups. Mr. Labossiere has a B.S. in Forestry and is a licensed Forester in Massachusetts. I recommend that this position be elevated to a Project Manager position. The salary adjustment would be from the current base of \$61,996 per annum to \$72,817 per annum.

The Department of Community Utilities has a need to expand our GIS and Asset Management capabilities. Multiple regulations are driving for the need for advanced Asset Management Programs to document and manage all infrastructure assets for planning; replacement; assessment; condition; accounting and operational control of our water, sewer and stormwater infrastructure. Advancement of the Asset Management Program is intended to comply with the MS4 NPDES permit (MS4 = municipal small stormwater sewer system; NPDES = National Pollutant Discharge Elimination System). This MS4 permit is a federal program that requires expansion of the GIS system to properly account for all stormwater drains, culverts, catch basins, control structures, detention basins, streams, ponds and wetlands that interact with the management of stormwater. Also, compliance with cMOM (capacity, management, operation and maintenance) for the sewer system requires improved GIS and Asset Management programs. This is a federal program that requires maximum use of the existing assets and a tool for future needs and expansion of the systems. The cMOM program is further required via an Administrative Order from the EPA. As such, the FY18 budget has included funding for a new position called Asset Manager/GIS Specialist to advance these programs forward. The position is proposed to have a salary of \$60,000 per annum.

The position of Head Administrative Clerk (Olga Correia) has been assigned multiple additional duties including training personnel in the Water Division; managing grants; writing SOPs (standard operational procedures) and advising/assisting multiple clerks on a frequent basis. I recommend that this position be elevated to a Project Specialist position. The salary adjustment would be from the current base of \$38,792 per annum (paid hourly/union) to \$56,494 per annum (salary/management). Ms. Correia would manage all clerks within the Department with an intent to standardize and improve efficiency of operations. Ms. Correia would manage accounting of all grants; monitor development and expansion of SOP's in all Divisions and would be the trainer for all clerical personnel in the Department. Ms. Correia's duties shall be expanded to encompass both the Water and Sewer Divisions.

9

The position of Industrial Pretreatment Coordinator (John Lincourt) has been assigned multiple additional duties including construction permit evaluations; field inspections/engineering for drainage issues throughout the City; MS4 permit management; sewer condition evaluations; and sewer pump station evaluations. Mr. Lincourt has a B.S. in Engineering Technology; a Grade 5C Massachusetts Wastewater Operator's license and extended experience in construction management/engineering. Mr. Lincourt readily accepts any and all tasks and performs with skill and good technical detail. Mr. Lincourt's recent work in March of 2017 on sulfide degradation of cement pipe has resulted in direct savings of over \$100,000 in pipe replacement cost in the north end. Mr. Lincourt's further efforts to take over annual reporting to the EPA for the SSO administrative order has saved the City \$11,000 per year. I recommend that this position be elevated to a Project Manager position. The salary adjustment would be from the current base of \$58,406 per annum (paid hourly/union) to \$72,817 per annum (salary/management). Mr. Lincourt's duties shall be expanded to encompass both the Water and Sewer Divisions.

The position of Project Manager (Paul Ferland) has been assigned multiple additional duties including all issues related to both the Water and Sewer Divisions. Mr. Ferland is performing at a level of Assistant Administrator of the Division. Mr. Ferland has an Engineering Degree and multiple licenses (MA Water System Operator D4; Construction Supervisor; Hoisting Engineer 2A; Soil Evaluator; Title 5 System Inspector and MCPPO-certified purchasing officer). Mr. Ferland responds to all issues at any hour of the day; anytime on the weekend and will work 24 hours straight if an emergency requires such attention. Mr. Ferland is on a path to replace me upon my retirement. I recommend that this position be elevated to a new Deputy Administrator of Community Utilities position. The salary adjustment would be from the current base of \$72,817 per annum to \$89,000 per annum. Mr. Ferland was directly involved in the \$100,000 savings in the pipe replacement in the north end and the \$600,000 savings in the Rattlesnake Brook dam breach noted above.

Demands to retain and hire qualified personnel continue to concern me. Recently, a Herald News article identified that the Town of Swansea announced the pending retirement of their Water Department Superintendent who has a current annual salary of \$135,000 (far beyond any salary in our Department of Community Utilities); and that they were adding an assistant position at \$85,000/year. The Swansea Water Department has 11 employees, a budget of \$4,000,000 per year and manages water only (no sewer; stormwater or CSO). In comparison, the Fall River Department of Community Utilities manages water/sewer/CSO/stormwater, 102 employees and a combined budget of \$34,000,000.

A recent review of Utility websites identified the following open positions:

- Portsmouth, RI Water District: General Manager: salary up to \$120,000.
- Nashua, NH: Superintendent WWTF: salary up to \$92,101.
- MDC Hartford, CT: WWTF Shift Supervisor: salary up to \$98,592.
- Bristol, CT: Assistant DPW Director-Director WWTF: salary up to \$106,752.
- Medway, MA DPW: Water/Sewer Superintendent: salary up to \$79,788.
- Scituate, MA: Sewer Division Supervisor: salary up to \$79,000.
- Somerville, MA: Director of Water/Sewer: salary up to \$108,243.
- Northborough, MA: Asst. Director of PW: salary up to \$92,883.
- Lebanon, NH: WWTF Superintendent: salary up to \$81,342.

Note:

WWTF = Wastewater Treatment Facilities.

The proposed improvements will continue to assist in retaining and hiring qualified, licensed personnel. The proposed improvements will increase the Department's efficiency. Funds for all of the above have been included in the FY18 budget. The modifications for the City Council to modify and update the salary ordinances are attached.

6

Fall River Department of Community Utilities						
Proposed Reorganization						
3/31/2017				current biweekly	proposed biweekly	delta per year
Distribution Maintenance Supervisor	Kenneth Garcia	\$1,457.55	\$1,745.46	\$7,485.66		
Distribution Maintenance Supervisor	Norman Sousa	\$1,420.17	\$1,638.74	\$5,682.82		
Senior Engineering Aide	Louis Torres	\$1,500.20	\$1,686.77	\$4,850.82		
Chief Water Service Inspector	Jeffrey Couture	\$1,541.75	\$1,686.77	\$3,770.52		
Water Maintenance Worker I/Advanced Backhoe	Jeff Morais	\$1,420.17	\$1,798.76	\$9,843.34		
Water Maintenance Worker I	David Robinette	\$1,313.54	\$1,420.17	\$2,772.38		
Water Maintenance Worker I	Marc Pacheco	\$1,345.52	\$1,500.20	\$4,021.68		
Water Maintenance Worker I	Jason Lopes	\$1,345.52	\$1,500.20	\$4,021.68		
Water Maintenance Worker I	Louis Faria-Admin.	\$1,345.52	\$1,500.20	\$4,021.68		
Water Maintenance Worker I	Hector Perez	\$1,281.52	\$1,382.86	\$2,634.84		
Water Maintenance Worker I	Cristiano Daponte	\$1,313.54	\$1,420.17	\$2,772.38		
Water Maintenance Worker I	Jefferson Borden III	\$1,281.52	\$1,382.86	\$2,634.84		
Water Maintenance Worker I	Brian Jacob	\$1,345.52	\$1,500.20	\$4,021.68		
Water Maintenance Worker I	William Shepardon	\$1,281.52	\$1,382.86	\$2,634.84		
Water Maintenance Worker II	vacant	\$1,094.94	\$1,174.97	\$2,080.78		
Water Maintenance Worker I	Mark Warhall	\$1,313.54	\$1,420.17	\$2,772.38		
Water Maintenance Worker I	Kevin Hartfield	\$1,313.54	\$1,420.17	\$2,772.38		
Water Maintenance Worker I	vacant	\$1,420.17	\$1,798.76	\$9,843.34		
Water Maintenance Worker I/Advanced Backhoe	Peter Mercler-Reservation	\$1,281.52	\$1,382.86	\$2,634.84		
Water Maintenance Worker II	Patrick Burns-Reservation	\$1,121.62	\$1,206.95	\$2,218.58		
Forester to Project Manager	Michael Labossierre	\$2,384.46	\$2,800.65	\$10,820.94		
Project Manager to Deputy Administrator	Paul Ferland	\$2,800.65	\$3,423.07	\$16,182.92		
Industrial Pretreatment Coordinator to PM	John Lincourt	\$2,246.38	\$2,800.65	\$14,411.02		
Office Manager to Project Specialist	Olga Correia	\$1,492.00	\$2,172.85	\$17,702.10		
subtotal of adjustments				\$142,608.44		
Eliminate WTF Float Operator	vacant	\$1,745.34	\$0.00	-\$45,378.84		
Eliminate WTF Float Watchman/Attendant	Joseph Furna	\$1,427.38	\$0.00	-\$37,111.88		
impact of adjustments vs. position elimination				\$60,118		
Add Asset Manager/GIS Specialist		\$0.00	\$2,307.69	\$60,000		
total net impact	new-vacant			\$120,117.66		

**DEPARTMENT OF COMMUNITY UTILITIES
PROPOSED SALARY AMENDMENTS TO ORDINANCE**

CURRENT

6

<u>13B Water Maintenance Worker II</u>					
Min.			Max.		
Step 1	Step 2	Step 3	Step 4	Step 5	
6/30/2014	1,094.94	1,121.62	1,148.31	1,169.65	1,196.26
7/1/2017	1,116.84	1,144.05	1,171.28	1,193.05	1,220.18

<u>16B - Water Maintenance Worker I</u>					
Min.			Max.		
Step 1	Step 2	Step 3	Step 4	Step 5	
6/30/2014	1,174.97	1,206.95	1,233.62	1,264.33	1,281.52
7/1/2017	1,198.47	1,231.08	1,258.30	1,289.62	1,307.15

<u>17B-Water Maint. Worker I CDL or Backhoe</u>					
Min.			Max.		
Step 1	Step 2	Step 3	Step 4	Step 5	
6/30/2014	1,206.95	1,238.99	1,265.56	1,286.93	1,313.54
7/1/2017	1,231.08	1,263.77	1,290.87	1,312.67	1,339.81

<u>18B - Water Maintenance Worker I CDL/Backhoe</u>					
Min.			Max.		
Step 1	Step 2	Step 3	Step 4	Step 5	
6/30/2014	1,238.95	1,270.94	1,297.62	1,318.90	1,345.52
7/1/2017	1,263.73	1,296.36	1,323.57	1,345.27	1,372.43

<u>20B - Water Maintenance Worker I Advanced/ Backhoe</u>					
Min.			Max.		
Step 1	Step 2	Step 3	Step 4	Step 5	
6/30/2014	1,308.22	1,345.52	1,372.25	1,393.54	1,420.17
7/1/2017	1,334.38	1,372.43	1,399.70	1,421.41	1,448.57

PROPOSED

<u>16B Water Maintenance Worker II</u>					
Min.			Max.		
Step 1	Step 2	Step 3	Step 4	Step 5	
6/30/2014	1,174.97	1,206.95	1,233.62	1,264.33	1,281.52
7/1/2017	1,198.47	1,231.08	1,258.30	1,289.62	1,307.15

<u>19B - Water Maintenance Worker I</u>					
Min.			Max.		
Step 1	Step 2	Step 3	Step 4	Step 5	
6/30/2014	1,270.94	1,308.22	1,334.85	1,356.23	1,382.86
7/1/2017	1,296.36	1,334.38	1,361.54	1,383.35	1,410.51

<u>20B-Water Maint. Worker I CDL or Backhoe</u>					
Min.			Max.		
Step 1	Step 2	Step 3	Step 4	Step 5	
6/30/2014	1,308.22	1,345.52	1,372.25	1,393.54	1,420.17
7/1/2017	1,334.38	1,372.43	1,399.70	1,421.41	1,448.57

<u>22B - Water Maintenance Worker I CDL/Backhoe</u>					
Min.			Max.		
Step 1	Step 2	Step 3	Step 4	Step 5	
6/30/2014	1,382.86	1,425.42	1,452.20	1,473.54	1,500.20
7/1/2017	1,410.51	1,453.93	1,481.24	1,503.01	1,530.20

<u>28B - Water Maintenance Worker I Advanced/ Backhoe</u>					
Min.			Max.		
Step 1	Step 2	Step 3	Step 4	Step 5	
6/30/2014	1,670.75	1,724.06	1,750.66	1,777.45	1,798.76
7/1/2017	1,704.17	1,758.54	1,785.67	1,813.00	1,834.74

CURRENT

6

20B - Water Maintenance Supervisor

	Min.				Max.
	Step 1	Step 2	Step 3	Step 4	Step 5
6/30/2014	1,308.22	1,345.52	1,372.25	1,393.54	1,420.17
7/1/2017	1,334.38	1,372.43	1,399.70	1,421.41	1,448.57

21B - Water Maintenance Supervisor D-1

	Min.				Max.
	Step 1	Step 2	Step 3	Step 4	Step 5
6/30/2014	1,345.57	1,382.86	1,409.56	1,430.87	1,457.55
7/1/2017	1,372.49	1,410.51	1,437.75	1,459.48	1,486.70

PROPOSED**WMW/ABD-4 Water Maintenance Worker I - Advanced Backhoe (D-4)**

	Min.				Max.
	Step 1	Step 2	Step 3	Step 4	Step 5
6/30/2014	1,840.25	1,903.28	1,926.15	1,954.85	1,983.51
7/1/2017	1,877.05	1,941.34	1,964.67	1,993.94	2,023.18

25-B Water Maintenance Supervisor

	Min.				Max.
	Step 1	Step 2	Step 3	Step 4	Step 5
6/30/2014	1,510.93	1,564.17	1,585.46	1,612.15	1,638.74
7/1/2017	1,541.14	1,595.45	1,617.17	1,644.39	1,671.52

27B - Water Maintenance Supervisor D-1

	Min.				Max.
	Step 1	Step 2	Step 3	Step 4	Step 5
6/30/2014	1,612.15	1,670.76	1,692.08	1,718.76	1,745.46
7/1/2017	1,644.39	1,704.17	1,725.92	1,753.13	1,780.37

WMMSD-4 Water Maintenance Supervisor D-4

	Min.				Max.
	Step 1	Step 2	Step 3	Step 4	Step 5
6/30/2014	1,840.25	1,903.28	1,926.15	1,954.85	1,983.51
7/1/2017	1,877.05	1,941.34	1,964.67	1,993.94	2,023.18

22B - Sr. Engineering Aide

	Min.				Max.
	Step 1	Step 2	Step 3	Step 4	Step 5
6/30/2014	1,382.86	1,425.42	1,452.20	1,473.54	1,500.20
7/1/2017	1,410.51	1,453.93	1,481.24	1,503.01	1,530.20

26B - Sr. Engineering Aide

	Min.				Max.
	Step 1	Step 2	Step 3	Step 4	Step 5
6/30/2014	1,564.19	1,612.15	1,638.76	1,665.08	1,686.77
7/1/2017	1,595.47	1,644.39	1,671.54	1,698.38	1,720.51

CURRENT

6

<u>CWSI - Chief Water Inspector</u>					
	Min.	Max.			
	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
6/30/2014	1,503.26	1,512.68	1,522.30	1,532.01	1,541.75
7/1/2017	1,533.33	1,542.93	1,562.75	1,562.65	1,572.59

PROPOSED

<u>SEAD4 - Sr. Engineer Aide D-4</u>					
	Min.				Max.
	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
6/30/2014	1,840.25	1,903.28	1,926.15	1,954.85	1,983.51
7/1/2017	1,877.05	1,941.34	1,964.67	1,993.94	2,023.18

<u>26B - Chief Water Inspector</u>					
	Min.				Max.
	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
6/30/2014	1,564.19	1,612.15	1,638.76	1,665.08	1,686.77
7/1/2017	1,595.47	1,644.39	1,671.54	1,698.38	1,720.51

<u>CWSID-4 Chief Water Inspector D-4</u>					
	Min.				Max.
	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
6/30/2014	1,840.25	1,903.28	1,926.15	1,954.85	1,983.51
7/1/2017	1,877.05	1,941.34	1,964.67	1,993.94	2,023.18

Project Manager-Community Utilities

7/1/2017 Up To \$72,817 per annum

Project Specialist-Community Utilities

7/1/2017 Up To \$56,494 per annum

Deputy Administrator-Community Utilities

7/1/2017 Up To \$89,000 per annum

Asset Manager/GIS Specialist-Community Utilities

7/1/2017 Up To \$60,000 per annum

CITY OF FALL RIVER

To the City Council

Councillors:

The Committee on Regulations, at a meeting held on March 28, 2017 voted 3 yeas to recommend that the accompanying order be adopted.


Assistant Clerk of Committees

City of Fall River, In City Council

WHEREAS, the following order for a second hand license as follows:

ORDERED, that the attached application for the renewal of a second hand license be and the same is hereby approved:

<u>Name</u>	<u>Location</u>
Alan's Jewelry	1661 South Main Street

and, on March 21, 2017 the order was referred to the Committee on Regulations now therefore, be it

ORDERED, that the attached application for the renewal of a second hand license be and the same is hereby approved:

<u>Name</u>	<u>Location</u>
Alan's Jewelry	1661 South Main Street

12

CITY OF FALL RIVER

To the City Council

Councillors:

The Committee on Public Works and Transportation, at a meeting held on March 30, 2017,
voted unanimously to recommend that the accompanying order be adopted, as amended.


Assistant Clerk of Committees

City of Fall River, *In City Council*

12

WHEREAS, the following order for a curb removal was as follows:

ORDERED, that permission be and the same is hereby granted to:

Matthew Hiscock, 946 Walnut Street, requests the removal of 40.6 feet of curbing with an existing 21 foot driveway for a total of 61.6 feet at 946 Walnut Street to allow improved vehicle access to on-site parking and garages.

and, on March 21, 2017 the order was referred to the Committee on Public Works and Transportation now therefore, be it

ORDERED, that permission be and the same is hereby granted to:

Matthew Hiscock, 946 Walnut Street, requests the removal of 29 feet of curbing with an existing 21 foot driveway for a total of 50 feet at 946 Walnut Street to allow improved vehicle access to on-site parking and garages.

City of Fall River, In City Council

13

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

That Chapter 70 of the Revised Ordinances of the City of Fall River, Massachusetts, 1999, which chapter relates to traffic be amended as follows:

Section 1.

By inserting in section 70-372, which section relates to parking prohibited during certain hours, in proper alphabetical order the following:

- (6) 7:00 a.m. – 5:00 p.m. any day except, Saturday and Sunday
Everett Street, west side from Alden Street to dead end

Section 2.

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

- St. Mary Street, west side, starting at a point 58 feet north of Wellington Street, for a distance of 25 feet northerly
South Main Street, east side, starting at a point 35 feet south of South Street, for a distance of 20 feet southerly
Third Street, west side, starting at a point 284 feet north of Lyon Street, for a distance of 25 feet northerly

CITY OF FALL RIVER
IN CITY COUNCIL
MAR 21 2017

*Passed through
first reading*

(Councilor Cliff Ponte)

WHEREAS, many of our parking meters are dated, some broken and not modern, and

WHEREAS, many other communities have modernized their parking meters, and

WHEREAS, utilizing IPS Single Space meters provides the city and its residents with a simple, consistent parking experience, and

WHEREAS, IPS Solutions provides a credit card enabled mechanism which would offer our residents alternative payment options, and

WHEREAS, these meters are environmentally friendly as they are powered with solar panels and battery back-up, now therefore

BE IT RESOLVED, that a representative of IPS Group come before the Committee on Finance to discuss the costs associated with installing these modern parking meters.

City of Fall River, In City Council

15

(Councilor Cliff Ponte)

WHEREAS, many of our fire stations are in need of upgrades on both the interior and exterior of their buildings, and

WHEREAS, our firefighters deserve to work in a modern, world class environment, and

WHEREAS, there has not been any type of action plan to make improvements to these facilities, and

WHEREAS, there needs to be a "Facility Management Plan" created and in place to upgrade our fire department facilities on an ongoing basis, now therefore

BE IT RESOLVED, that the Fire Chief, Finance Team and Director of Buildings and Grounds convene at future Finance Committee meeting to discuss what the needs are for each of our fire stations and to begin to prepare a Fire Department Facility Management Plan in an effort to upgrade and modernize our fire department facilities.

City of Fall River, *In City Council*

16

(Councilor Cliff Ponte)

WHEREAS, when a Request For Proposal (RFP) is prepared it may have input from various departments and consultants, now therefore

BE IT RESOLVED, that to alleviate any conflict of interest in the process, the Committee on Ordinances and Legislation convene to discuss guidelines for the preparation of an RFP that would not allow any vendors or consultants to respond if they were involved in the preparation of the RFP.

17

City of Fall River, *In City Council*

(Councilor Pam Laliberte-Lebeau)

WHEREAS, the City of Fall River has embarked on a new marketing/branding initiative, and

WHEREAS, several months have passed with this initiative underway, now therefore

BE IT RESOLVED, that the City Administrator be invited to a future meeting of the Committee on Finance to provide an update on the contract responsibilities of both Figmint and EGN, and

BE IT FURTHER RESOLVED, that the Administration outline future plans for the "Make It Here" campaign and how it will be funded.

City of Fall River, In City Council

(Councilor Raymond A. Mitchell)

WHEREAS, the charge of assault and battery on a police officer is only a misdemeanor, and

WHEREAS, this act should be changed to a felony to protect police officers, and

WHEREAS, Governor Charlie Baker is filing a bill to make this change, now therefore

BE IT RESOLVED, that the Fall River City Council go on record in support of this bill, and

BE IT FURTHER RESOLVED, that the Legislature consider adding firefighters and emergency medical personnel to the bill.

19

City of Fall River, *In City Council*

(Councilor Raymond A. Mitchell)

WHEREAS, the cost of employee health insurance will be increasing 11.5%, and

WHEREAS, an increase of this magnitude will be a hardship to employees and retirees, and

WHEREAS, no city employees will receive an 11.5% salary increase, now therefore

BE IT RESOLVED, that the Committee on Finance convene with the Administration, Blue Cross Blue Shield and the Public Employee Committee to discuss this increase.

City of Fall River, In City Council

(Councilor Raymond A. Mitchell)

WHEREAS, funding for new equipment for the Cemetery Division was approved in 2016, and

WHEREAS, the old equipment is in dire need of replacement, now therefore

BE IT RESOLVED, that the Administration be invited to a future meeting of the Committee on Finance to provide an update on the expected delivery of this equipment.



26

RECEIVED

City of Fall River
Notice of Claim

2017 MAR 27 P 3:05

1. Claimant's name: WAYNE GAGNON CITY CLERK 17-29
FALL RIVER, MA
2. Claimant's complete address: 54 CRANDALL RD, Little Compton RI 02837
3. Telephone number: Home: 401 635-1615 Work: 401 523 7846
4. Nature of claim: (e.g., auto accident, slip and fall on public way or property damage):
AUTO, HIT Pothole on Pine ST near YMCA
5. Date and time of accident: 630 PM 3/2/17 Amount of damages claimed: \$REPAIRED 573.45
6. Exact location of the incident: (include as much detail as possible):
on Pine ST near YMCA, near BACK LOT, Pothole in middle of ROAD,
rim not Fixed/TIRE
7. Circumstances of the incident: (attach additional pages if necessary):
I was on North Main took a Right onto Pine ST, IT WAS DARK
Going up the hill, I Felt Drivers Wheel drop + A very loud CLUNK,
I HAD A CAR behind me, I Pulled over AS soon as I could on Pine ST
Before Purchase ST. I used my cell Phone light, Wheel was not Flat, But rim →
OVER
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
Deductible higher than COST OF REPAIR, I Don't have Full Coverage

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: 3/21/2017

Claimant's signature: Wayne Gagnon

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

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

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

For official use only:

Copies forwarded to: ☒ City Clerk ☒ Law ☒ City Council ☒ City Administrator ☒ DPW Date: 3/22/17

RECEIVED

2017 MAR 27 P 2:06

CITY CLERK
FALL RIVER, MA



City of Fall River
Notice of Claim

CITY OF FALL RIVER
MASSACHUSETTS

17 MAR 24 AM 11:01

26

1. Claimant's name: KEVIN J SULLIVAN
2. Claimant's complete address: 55 SPINNAKER WAY WESTPORT, MA
3. Telephone number: Home: 508 493 3440 Work: 02790
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: 1⁰⁰ PM / 3.26.17 Amount of damages claimed: \$ 655 8⁰⁰/₁₀₀
6. Exact location of the incident: (include as much detail as possible):
See FRPD Report
7. Circumstances of the incident: (attach additional pages if necessary):
See FRPD Report
8. Have you submitted a claim to any insurance company for damages arising from this incident? If so, name and address of insurance company: ☐ Yes ☒ No

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

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

Date: 3.22.17

Claimant's signature: [Signature]

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

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

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For official use only:

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

Date: 3/27/2017



26

RECEIVED

City of Fall River
Notice of Claim

2017 MAR 31 P 2:33

CITY CLERK 17-31
FALL RIVER, MA

1. Claimant's name: John J Lowney
2. Claimant's complete address: 6 Hope St Westport, MA 02790
3. Telephone number: Home: 5086363503 Work: Retired - cell 5082649088
4. Nature of claim: (e.g., auto accident, slip and fall on public way or property damage):
Property damage
5. Date and time of accident: March 2, 2017 Amount of damages claimed: \$ 4900
6. Exact location of the incident: (include as much detail as possible):
234 Tripp St Fall River, MA 02724
7. Circumstances of the incident: (attach additional pages if necessary):
On February 1st I notified the city of Fall River that a tree located on city property on Larouch St. was split and in jeopardy of falling down. That same day February 1st a city worker came to the property at 234 Tripp St and witnessed the condition of the tree. On March 2, 2017 a tree located on Larouch St fell and fell on my shed at 234 Tripp St, Fall River, MA. I am enclosing a set of photographs & a written estimate of repair.
8. Have you submitted a claim to any insurance company for damages arising from this incident? If so, name and address of insurance company: ☐ Yes ☒ No

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

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

Date: 3/31/17 Claimant's signature: John J Lowney

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"/> <u>DEM/tree</u>	Date: <u>3/31/17</u>

26



RECEIVED

2017 APR -3 P 12:49

City of Fall River
Notice of Claim

CITY CLERK 17-32
FALL RIVER, MA

1. Claimant's name: Kristina Duarte
2. Claimant's complete address: 40 CONSERVE AVE WESTPORT, MA 02790
3. Telephone number: Home: 774-319-8650 Work: _____
4. Nature of claim: (e.g., auto accident, slip and fall on public way or property damage):
POLICE KICKED IN DOORS TO MY APARTMENT HOUSE WITHOUT
5. Date and time of accident: 2/15/17 Amount of damages claimed: \$ 163.81 WARRANT OR PROBABLE CAUSE
6. Exact location of the incident: (include as much detail as possible):
172 EARLE ST FALL RIVER, MA exterior door, interior door

7. Circumstances of the incident: (attach additional pages if necessary):

MY 3RD FLOOR TENANT HAD HIS COUSIN STAYING WITH HIM BREAKING HIS LEASE. THE "COUSIN" WAS ASKED TO LEAVE, GOT IN TROUBLE GOT ARRESTED, JUMPED BAIL, NEVER CAME BACK OR ALLOWED ON PROPERTY. THE POLICE REPEATEDLY CAME TO MY HOUSE KICKING IN DOORS, FRISKING MY MAINTENANCE MAN, PULLING GUNS ON MY TENANTS, WITH NO WARRANTS, NO CALLS STAYING

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 I SPOKE WITH SARGENT BELL. THERE NO 2/17 REASONABLE CAUSE

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: 4/2/17

Claimant's signature: Kristina Duarte

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

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

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

For official use only:

Copies forwarded to: ☐ City Clerk

☐ Law

☒ City Council

☐ City Administrator

☒ Police

Date: 4/3/17



RECEIVED

26

2017 APR -4 P 2:22

City of Fall River
Notice of ClaimCITY CLERK #17-33
FALL RIVER, MA

1. Claimant's name: Deret Gosselin
2. Claimant's complete address: 312 Hood St, Fall River MA 02720
3. Telephone number: Home: (cell) 401-345-4677 Work: 401 418-1086
4. Nature of claim: (e.g., auto accident, slip and fall on public way or property damage):
Property damage
5. Date and time of accident: March 8 2017 8:00am Amount of damages claimed: \$ 1,540
6. Exact location of the incident: (include as much detail as possible):
The west side of my property + where city property meet
7. Circumstances of the Incident: (attach additional pages if necessary):
On March 5th 2017 during a storm the tree cracked + was being held up by another tree. We called the city on March 6th they came took pictures and said they would be back March 8th the tree fell + hit my pool causing substantial damage to our pool. On March 30 the tree guys from the city came
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: 4/4/17Claimant's signature: Deret Gosselin

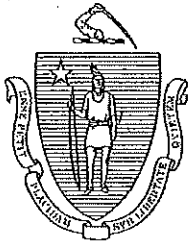
WHEN TO FILE: If your claim is based on a defect in a public way, you must file within 30 days of the incident. If your claim is based on the negligence or wrongful act or omission of the City or its employees, you must file within two years of the incident. PLEASE KEEP A COPY OF THIS FORM FOR YOUR RECORDS.

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

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

For official use only:

Copies forwarded to: ☒ City Clerk ☐ Law ☐ City Council ☐ City Administrator ☒ DCM/trus Date: 4-4-17



MAURA HEALEY
ATTORNEY GENERAL

THE COMMONWEALTH OF MASSACHUSETTS
OFFICE OF THE ATTORNEY GENERAL

ONE ASHBURTON PLACE
BOSTON, MASSACHUSETTS 02108

(617) 727-2200
www.mass.gov/ago

March 22, 2017

OML 2017 - 45

Joseph Macy, Esq.
Corporation Counsel
City of Fall River
One Government Center
Fall River, MA 02722

RE: Open Meeting Law Complaints

Dear Attorney Macy:

This office received three complaints from CJ Ferry on October 26; November 14; and November 18, alleging that the Fall River City Council (the "Council") violated the Open Meeting Law, G.L. c. 30A, §§ 18-25.¹ The complaints were originally filed with the Council on or about September 28 and October 26, respectively, and you responded, on behalf of the Council, by separate letters dated November 1 and November 14, respectively. Two complaints allege that the Council failed "to recognize, receive or place on file" certain written correspondence sent to the Council. The third complaint alleges that the Council failed to properly respond to an Open Meeting Law complaint filed with the Council on or about September 28.

Following our review, we find that the Council violated the Open Meeting Law by failing to respond to an Open Meeting Law complaint within 14 business days. We find this to be an intentional violation of the law, and we refer the matter to a hearing pursuant to 940 CMR 29.07(3). However, we find no violation with respect to the underlying allegation concerning written correspondence. In reaching a determination, we reviewed the original complaints, the Council's responses to the complaints, and the complaints filed with our office requesting further review. We also reviewed the notices and minutes of the Council's September 13 and September 19 meetings, as well as the notice and recording of the Council's October 11 meeting.² Finally, we reviewed a letter from you to our office, dated March 21, 2017.³

¹ All dates in this letter refer to the year 2016, unless otherwise indicated.

² Recording is available at <http://vod.frgtv.us/video/187023732>.

³ For purposes of clarity, we will refer to you in the third person hereafter.

RECEIVED
2017 MAR 24 A 10:28
CITY CLERK
FALL RIVER, MA

28

FACTS

We find the facts as follows. Prior to the Council's meetings held on September 13 and September 19, the complainant sent written correspondence by email and regular mail to the Council regarding specific topics listed on the notices for those meetings. The Council did not list the correspondence as an item for discussion on the meeting notices, nor did it discuss the written correspondence during the meetings. Therefore, the correspondence was not referenced in the meeting minutes. However, both letters were placed on file and considered part of the official record of the respective meetings.

On or about September 28, the complainant filed two Open Meeting Law complaints regarding the Council's failure to acknowledge his correspondence during the September 13 and September 19 meetings, as described above. On October 11, the Council voted to refer both complaints to its counsel for the purpose of sending a response to the complainant and our office. Counsel responded to the complaints in separate letters, dated November 1.⁴

DISCUSSION

The Open Meeting Law was enacted "to eliminate much of the secrecy surrounding deliberations and decisions on which public policy is based." Ghiglione v. School Council of Southbridge, 376 Mass. 70, 72 (1978). The law requires that meetings of a public body be properly noticed and open to members of the public, unless an executive session is convened. See G.L. c. 30A, §§ 20(a)-(b), 21. The law defines a "meeting" as, "a deliberation by a public body with respect to any matter within the body's jurisdiction." G.L. c. 30A, § 18.

Two of the complaints allege that the Council failed to recognize certain written correspondence during its meetings. While the Open Meeting Law governs the transparency and accessibility of a public body's deliberations, it does not govern whether or when a public body must discuss a particular topic. See OML 2015-111.⁵ Members of the public are free to send written correspondence to a public body, but the law does not require the public body to discuss that correspondence. Furthermore, only those documents "used" by a public body during a meeting must be listed in the minutes. See OML 2015-56 (a document is considered "used" when it is, at a minimum, physically present, verbally identified, and its contents are discussed by members of the public body during an open session). Accordingly, the Council's lack of discussion of the written correspondence during its meetings and its failure to list that correspondence in the meeting minutes is not a violation of the Open Meeting Law.

The third complaint alleges that the Council failed to respond to an Open Meeting Law complaint that was filed with the Council on or about September 28. The Open Meeting Law requires that, within 14 business days after receiving a complaint, the public body shall review the complaint's allegations; take remedial action, if appropriate; and send to the

⁴ The complainant contends that he did not receive the letters until November 10. Our office received copies of the letters on November 16.

⁵ Open Meeting Law determinations may be found at the Attorney General's website: www.mass.gov/ago/openmeeting.

Attorney General a copy of the complaint and a description of any remedial action taken. G.L. c. 30A, § 23(b); 940 CMR 29.05(5). Although the Council referred both September 28 complaints to its attorney for response during its October 11 meeting, the responses were not sent to the complainant until November 1, and our office did not receive a copy until November 16. The Council did not request an extension of time to respond to the complaints and therefore should have sent its responses within 14 business days of receipt of the complaints, or by October 19. On March 21, 2017, the Council's attorney sent a letter to our office suggesting that the 14-business day deadline begins on the day after a public body delegates the task of responding to its attorney. We disagree. The law is clear that, unless an extension is granted by our office, the response must be sent within 14 business days of a public body's receipt of a complaint. See G.L. c. 30A, § 23(b); 940 CMR 29.05(5). We also clarified this to the Council in OML 2016-118, writing:

The Open Meeting Law requires that within 14 business days *after receiving a complaint* the public body shall review the complaint's allegations; take remedial action, if appropriate; and send to the Attorney General a copy of the complaint and a description of any remedial action taken. G.L. c. 30A, § 23(b); 940 CMR 29.05(5). At no point did the Council request an extension of time to respond to the complaints. By taking nearly four months to respond, the Board clearly failed to comply with the Law.

(Emphasis added). Because the Council did not send its responses within 14 business days after receiving the present complaints, we find that the Council violated the Open Meeting Law.

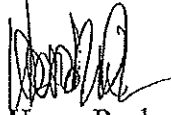
The Council was advised by the Attorney General in OML 2016-118 that the Open Meeting Law requires a public body to send its response to a complaint within 14 business days after receipt. Because the Council failed to comply with this requirement after a clear warning to do so, we find that this violation was intentional. See G.L. c. 30A, § 18; 940 CMR 29.02; OML 2017-23. We refer this matter for a hearing pursuant to 940 CMR 29.07(3) and recommend that the Council be assessed a fine of \$1,000, pursuant to G.L. c. 30A, § 23(c) ("Upon the finding of a violation, the attorney general may issue an order to...impose a civil penalty upon the public body of not more than \$1,000 for each intentional violation").

CONCLUSION

For the reasons stated above, we find that the Council violated the Open Meeting Law by failing to respond to an Open Meeting Law complaint within 14 business days. We find that this violation was intentional. We therefore refer this matter to a hearing pursuant to 940 CMR 29.07(3). We recommend the imposition of a civil penalty of \$1,000 and an order of immediate and future compliance with the Open Meeting Law. G.L. c. 30A, §§ 23(c)(1), (3), (4).

This determination does not address any other complaints that may be pending with our office or the Council. We invite counsel to contact our office at (617) 963-2540 to discuss the hearing process.

Sincerely,



Hanne Rush
Assistant Attorney General
Division of Open Government

cc: CJ Ferry
Fall River City Council

This determination was issued pursuant to G.L. c. 30A, § 23(c). A public body or any member of a body aggrieved by a final order of the Attorney General may obtain judicial review through an action filed in Superior Court pursuant to G.L. c. 30A, § 23(d). The complaint must be filed in Superior Court within twenty-one days of receipt of a final order.



OPEN MEETING LAW COMPLAINT FORM

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

28

RECEIVED

Please note that all fields are required unless otherwise noted.

2016 OCT 26 P 3:56

Your Contact Information:

CITY CLERK
FALL RIVER, MA

First Name: CJ Last Name: Ferry

Address: 300 Buffinton Street

City: Fall River State: MA Zip Code: 02721

Phone Number: +1 (508) 646-9026 Ext.

Email: cj.ferry@comcast.net

Organization or Media Affiliation (if any):

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): City of Fall River City Council

Specific person(s), if any, you allege committed the violation: Shawn E. Cadime, et al

Date of alleged violation: Oct 25, 2016

28

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.

I filed an Open Meeting Law complaint with the Fall River City Council on September 29, 2016 regarding their meeting of September 13, 2016 (See attached Complaint).

The Complaint was stamped as received by the Fall River City Clerk on October 3, 2016 at 12:42.

On October 11, 2016, the Fall River City Council as a whole voted to refer the Matter to the City of Fall River Corporate Counsel's Office. (See meeting agenda for City Council Meeting October 11, 2016).

To date, the Fall River City Council and the City of Fall River Corporate Counsel have failed to respond to the complaint as required under MGL 30A § 23(b).

These continual and recurring alleged violations of the Open Meeting Law appear to be deliberate.

RECEIVED
2016 OCT 26 P 3:56
CITY CLERK
FALL RIVER, MA

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.

Order to comply with the Open Meeting Law
Order to attend mandatory Open Meeting Law trainings
Assessment of maximum pecuniary fines and assessments

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, will be considered a public record and available to any member of the public upon request. In response to such a request, the AGO generally will not disclose 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: October 26, 2016

For Use By Public Body

For Use By AGO

Date Received by Public Body

Date Received by AGO

28



THE COMMONWEALTH OF MASSACHUSETTS
OFFICE OF THE ATTORNEY GENERAL
ONE ASHBURTON PLACE
BOSTON, MASSACHUSETTS 02108

MAURA HEALEY
ATTORNEY GENERAL

(617) 727-2200
(617) 727-4765 TTY
www.mass.gov/ago

November 17, 2016

CJ Ferry
300 Buffinton Street
Fall River, MA 02721

RE: Open Meeting Law Complaint

Dear Mr. Ferry:

Thank you for contacting the Attorney General's Office. On November 14, 2016, we received your Open Meeting Law complaint, which was originally received by the Fall River City Council on or about September 28, 2016. We will review your complaint and will contact you in the event that we require additional information. We will notify you of our determination following our Office's review.

Your complaint may be resolved through either a formal order or informal action. Formal orders contain a detailed discussion of the alleged violation, applicable legal requirements, and may order any of the remedies provided in G.L. c. 30A, § 23(c). If a complaint is appropriate for informal action, we will attempt to resolve the matter by speaking to the parties, followed by a brief letter noting whether or not there was a violation and what remedial action was taken.

For additional information on the Open Meeting Law and the complaint process, please visit our website at www.mass.gov/ago/openmeeting. Please do not hesitate to contact the Division of Open Government with any further questions.

Sincerely,

Kaitlin Maher

Kaitlin Maher
Paralegal
Division of Open Government

CITY OF FALL RIVER
IN CITY COUNCIL
DEC 13 2016

a/c placed on file

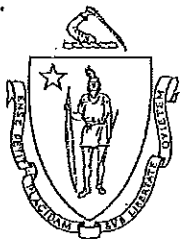
cc: Joseph I. Macy, Esq., Fall River Corporation Counsel
Fall River City Council

TY CLERK
FALL RIVER, MA

2016 NOV 21 A 11:30

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28



THE COMMONWEALTH OF MASSACHUSETTS
OFFICE OF THE ATTORNEY GENERAL
ONE ASHBURTON PLACE
BOSTON, MASSACHUSETTS 02108

MAURA HEALEY
ATTORNEY GENERAL

(617) 727-2200
(617) 727-4765 TTY
www.mass.gov/ago

November 28, 2016

CJ Ferry
300 Buffinton Street
Fall River, MA 02721

RE: Open Meeting Law Complaint

Dear Mr. Ferry:

Thank you for contacting the Attorney General's Office. On October 26, 2016, we received your Open Meeting Law complaint, which was originally received by the Fall River City Council on or about September 28, 2016. We will review your complaint and will contact you in the event that we require additional information. We will notify you of our determination following our Office's review.

Your complaint may be resolved through either a formal order or informal action. Formal orders contain a detailed discussion of the alleged violation, applicable legal requirements, and may order any of the remedies provided in G.L. c. 30A, § 23(c). If a complaint is appropriate for informal action, we will attempt to resolve the matter by speaking to the parties, followed by a brief letter noting whether or not there was a violation and what remedial action was taken.

For additional information on the Open Meeting Law and the complaint process, please visit our website at www.mass.gov/ago/openmeeting. Please do not hesitate to contact the Division of Open Government with any further questions.

Sincerely,

Kaitlin Maher
Paralegal
Division of Open Government

cc: Joseph I. Macy, Esq., Fall River Corporation Counsel
Fall River City Council

CITY CLERK
FALL RIVER, MA

2016 NOV 30 A 11:01

RECEIVED

28



THE COMMONWEALTH OF MASSACHUSETTS
OFFICE OF THE ATTORNEY GENERAL
ONE ASHBURTON PLACE
BOSTON, MASSACHUSETTS 02108

MAURA HEALEY
ATTORNEY GENERAL

(617) 727-2200
(617) 727-4765 TTY
www.mass.gov/ago

November 22, 2016

CJ Ferry
300 Buffinton Street
Fall River, MA 02721

RE: Open Meeting Law Complaint

Dear Mr. Ferry:

We understand that on September 28, 2016, you filed a complaint with the Fall River City Council ("Council"), alleging a violation of the Open Meeting Law, G.L. c. 30A, §§ 18-25. The Council is required to notify our office of the complaint and any remedial action taken to address the complaint. G.L. c. 30A, § 23(b); 940 CMR 29.05(5). Our office received notification and a response from the Council on November 16, 2016.

Under the Open Meeting Law, our office may only review your complaint after 30 days have passed from the time you first filed your complaint with the Council. G.L. c. 30A, § 23(b); 940 CMR 29.05(6). After 30 days, you may file a request with our office for further review of your complaint.

Thirty days have now passed since you first filed your complaint with the Council. However, our office currently has no record of a request for further review filed by you in this matter. Accordingly, we will presume that the action taken by the Council was sufficient and will close this file unless we receive a request for further review and a copy of the initial complaint by Monday, December 12, 2016.

Please feel free to contact us if you have any questions about the Open Meeting Law complaint process.

Sincerely,

Kaitlin Maher
Paralegal
Division of Open Government

cc: Joseph I. Macy, Esq., Fall River Corporation Counsel
Fall River City Council

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2016 NOV 28
CITY CLERK
FALL RIVER, MA



OPEN MEETING LAW COMPLAINT FORM

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

28
COPY

Please note that all fields are required unless otherwise noted.

Your Contact Information:

First Name: ☐ Last Name: Ferry

Address: 300 Buffinton Street

City: Fall River State: MA Zip Code: 02721

Phone Number: +1 (508) 646-9026 Ext.

Email: cj.ferry@comcast.net

Organization or Media Affiliation (if any):

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: City Council President Shawn E. Cadime, Linda Pereira, Richard Cabeceras, Steven A. Camara, Joseph Camara, Pam Laliberte-Lebeau, Stephen Long, Raymond Mitchell, Cliff Porto ☒

Date of alleged violation: 09/19/2016

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.

On September 19, 2016, the Fall River City Council held a special posted City Council Meeting session.

Communication was sent to the Fall River City Council as a whole (all nine councilors) and to the Fall River City Clerk and the Clerk for the Fall River City Council via e-mail and United States Postal Mail.

During that meeting the City Council (as a whole) either mistakenly excluded or willfully and deliberately, refused to recognize, receive or place on file the communication dated September 19, 2016.

Such an act violates MGL 30A § 22 and as such this document may not be part of the records or minutes of this City Council meeting.

Reference to this meeting can be found at <http://vod.frgtv.us/video/183475498>.

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.

Assessment of the maximum pecuniary fine
Mandatory OML Training of the City Council President
Require that all actions of the City Council meeting of September 19, 2016 be reversed and require that the Fall River City Council revisits each individual item and all subsequent items that were sent off to committee or action as the Fall River City Council willfully and deliberately violated MGL 30A and the rights of the people to participate

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, will be considered a public record and available to any member of the public upon request. In response to such a request, the AGO generally will not disclose 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.

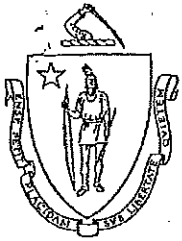
The complaint must be filed first with the public body. If you have any questions, please contact the Division of Open Government by calling (617) 963-2540 or by email to openmeeting@state.ma.us.

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: September 28, 2016





THE COMMONWEALTH OF MASSACHUSETTS
OFFICE OF THE ATTORNEY GENERAL
ONE ASHBURTON PLACE
BOSTON, MASSACHUSETTS 02108

MAURA HEALEY
ATTORNEY GENERAL

(617) 727-2200
(617) 727-4765 TTY
www.mass.gov/ago

November 29, 2016

CJ Ferry
300 Buffinton Street
Fall River, MA 02721

RE: Open Meeting Law Complaint

Dear Mr. Ferry:

Thank you for contacting the Attorney General's Office. On November 18, 2016, we received your Open Meeting Law complaint, which was originally received by the Fall River City Council on or about October 26, 2016. We will review your complaint and will contact you in the event that we require additional information. We will notify you of our determination following our Office's review.

Your complaint may be resolved through either a formal order or informal action. Formal orders contain a detailed discussion of the alleged violation, applicable legal requirements, and may order any of the remedies provided in G.L. c. 30A, § 23(c). If a complaint is appropriate for informal action, we will attempt to resolve the matter by speaking to the parties, followed by a brief letter noting whether or not there was a violation and what remedial action was taken.

For additional information on the Open Meeting Law and the complaint process, please visit our website at www.mass.gov/ago/openmeeting. Please do not hesitate to contact the Division of Open Government with any further questions.

Sincerely,

Kaitlin Maher

Kaitlin Maher
Paralegal
Division of Open Government

CITY CLERK
FALL RIVER, MA

2016 DEC -1 A 11:08

RECEIVED

cc: Joseph I. Macy, Esq., Fall River Corporation Counsel
Fall River City Council

CITY OF FALL RIVER
IN CITY COUNCIL

DEC 13 2016

a/c placed on file



OPEN MEETING LAW COMPLAINT FORM

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

COPY 28

RECEIVED

Please note that all fields are required unless otherwise noted.

2016 OCT 26 P 3:56

Your Contact Information:

First Name: CJ Last Name: Ferry

CITY CLERK
FALL RIVER, MA

Address: 300 Buffinton Street

City: Fall River State: MA Zip Code: 02721

Phone Number: +1 (508) 646-9026 Ext.

Email: cj.ferry@comcast.net

Organization or Media Affiliation (if any):

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): City of Fall River City Council

Specific person(s), if any, you allege committed the violation: Shawn E. Cadime, et al

Date of alleged violation: Oct 25, 2016

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.

I filed an Open Meeting Law complaint with the Fall River City Council on September 29, 2016 regarding their meeting of September 19, 2016 (See attached Complaint).

The Complaint was stamped as received by the Fall River City Clerk on October 3, 2016 at 12:42.

On October 11, 2016, the Fall River City Council as a whole voted to refer the Matter to the City of Fall River Corporate Counsel's Office. (See meeting agenda for City Council Meeting October 11, 2016).

To date, the Fall River City Council and the City of Fall River Corporate Counsel have failed to respond to the complaint as required under MGL 30A § 23(b).

These continual and recurring alleged violations of the Open Meeting Law appear to be deliberate.

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2016 OCT 26 P 3:56
CITY CLERK
FALL RIVER, MA

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.

Order to comply with the Open Meeting Law
Order to attend mandatory Open Meeting Law trainings
Assessment of maximum pecuniary fines and assessments

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, will be considered a public record and available to any member of the public upon request. In response to such a request, the AGO generally will not disclose 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: October 26, 2016

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

