

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, January 23, 2018 at 7:00 p.m.
Council Chamber, One Government Center

PRESENT: President Cliff Ponte, presiding;
Councilors Shawn E. Cadime, Joseph D. Camara, Steven A. Camara,
Bradford L. Kilby, Pam Laliberte-Lebeau, Stephen R. Long,
Leo O. Pelletier and Derek R. Viveiros

ABSENT: None

IN ATTENDANCE: Cathy Ann Viveiros, City Administrator
Joseph I. Macy, Corporation Counsel

President Cliff Ponte called the meeting to order at 8:53 p.m. with a moment of silence followed by a salute to the flag and announced that the meeting may be recorded with audio or video and transmitted through any medium.

PRIORITY MATTERS

1. Mayor req. confirmation of appointments to the following:
 - a. Renee Howayeck to the Conservation Commission
 - b. Robert Smith to the Fall River Redevelopment Authority
 - c. Loriann Taylor Branco to the Fall River Redevelopment Authority
 - d. Cynthia M. Sevigny to the Planning Board
 - e. Daniel D. Dupere to the Zoning Board of Appeals
 - f. Helen Rego to the Board of Park Commissioners
 - g. John Brandt to the Urban Tree Commission

A motion was made by Councilor Steven A. Camara and seconded by Councilor Bradford L. Kilby to take item numbers 1a through 1g together and refer them back to the Administration. The motion failed 4 yeas, 5 nays with Councilors Joseph D. Camara, Pam Laliberte-Lebeau, Stephen R. Long, Derek R. Viveiros and President Cliff Ponte voting in the negative. On a further motion made by Councilor Pam Laliberte-Lebeau and seconded by Councilor Shawn E. Cadime, it was unanimously voted to waive the rules to allow Corporation Counsel to answer questions. At 9:01 p.m. President Cliff Ponte called for a 2 minute recess. The Council reconvened at 9:05 p.m. A motion was made by Councilor Steven A. Camara and seconded by Councilor Bradford L. Kilby to refer item number 1a to the Mayor and the motion was then withdrawn by Councilor Steven A. Camara. A motion was then made by Councilor Pam Laliberte-Lebeau and seconded by Councilor Steven A. Camara to reconsider the first motion that failed to carry. The motion to reconsider passed 5 yeas, 4 nays with Councilors Joseph D. Camara, Stephen R. Long, Derek R. Viveiros and President Cliff Ponte voting

in the negative. Then a roll call vote was taken once again on the original motion to take item numbers 1a through 1g together and refer them back to the Administration. The original motion was then passed, 5 yeas, 4 nays with Councilors Joseph D. Camara, Stephen R. Long, Derek R. Viveiros and President Cliff Ponte voting in the negative. Councilor Pam Laliberte-Lebeau then requested that they be submitted for the next City Council meeting.

A further motion was made by Councilor Steven A. Camara and seconded by Councilor Bradford L. Kilby and was unanimously voted to take item #10 out of order.

Pole Attachments and Underground Conduits (tabled 10-24-17):

10. New Cingular Wireless PCS, LLC (AT&T) to construct and maintain telecommunications wires and appurtenances, including fiber optic cable, remote nodes and pole top antennas:
- a. 887 Plymouth Avenue, Pole #4
 - b. 188 Nashua Street, Pole #7
 - c. 70 William Street, Pole #3/6874
 - d. 372 Plymouth Avenue, Pole #22-3
 - e. 170 Baird Street, Pole #260/8
 - f. 191 Aetna Street, Pole #17
 - g. 152 Mott Street, Pole #11
 - h. 35 Pelham Street, Pole #246/1/490
 - i. 1069 Plymouth Avenue, Pole #1240S
 - j. 23 Norfolk Street, Pole #597
 - k. 565 Bedford Street, Pole #17/28 near Bank 5 sign
 - l. 738 Oak Grove Avenue, Pole #38-84

On a motion made by Councilor Steven A. Camara and seconded by Councilor Bradford L. Kilby, it was unanimously voted that item #10g be granted leave to withdraw. On a further motion made by Councilor Steven A. Camara and seconded by Councilor Bradford L. Kilby, it was unanimously voted to refer items 10a through 10f and 10h through 10l to the Committee on Public Works and Transportation.

2. Mayor and order for the acceptance of a gift from North Star Concrete for a walkway and handicap ramp at the Veteran's Center

On a motion made by Councilor Bradford L. Kilby and seconded by Councilor Pam Laliberte-Lebeau, it was unanimously voted to adopt the order to accept the gift.

3. Mayor and draft easements for the construction, operation and maintenance of the Cress Brook Drainage System

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

PRIORITY COMMUNICATIONS - None

COMMITTEE REPORTS

Committee on Finance recommending:

Referral to Committee on Real Estate:

4. Resolution – Status of King Philip Mill

On a motion made by Councilor Steven A. Camara and seconded by Councilor Shawn E. Cadime, it was unanimously voted to refer the matter to the Committee on Real Estate.

Referral to Committee on Economic Development and Tourism:

5. Financial Orders – Heritage State Park Bandshell
On a motion made by Councilor Bradford L. Kilby and seconded by Councilor Steven A. Camara, it was unanimously voted to refer the orders to the Committee on Economic Development and Tourism.

Grant leave to withdraw:

6. Resolution – Grant Writer
On a motion made by Councilor Bradford L. Kilby and seconded by Councilor Steven A. Camara, it was unanimously voted that the resolution be granted leave to withdraw.

ORDINANCES – None

RESOLUTIONS

7. Com. on Finance meet with Administration to discuss recent salary increases
On a motion made by Councilor Shawn E. Cadime and seconded by Councilor Pam Laliberte-Lebeau, it was unanimously voted to adopt the resolution.
8. Com. on Finance meet with Administration to discuss spending and staffing of Police and Fire Departments
On a motion made by Councilor Pam Laliberte-Lebeau and seconded by Councilor Stephen R. Long, it was unanimously voted to adopt the resolution.

CITATIONS – None

ORDERS – HEARINGS

Auto Repair Shop License

9. Steven Nasiff, Rodman Repair, Inc., at 771 Rodman Street
On a motion made by Councilor Shawn E. Cadime and seconded by Councilor Steven A. Camara, it was unanimously voted to adopt the order.

ORDERS – MISCELLANEOUS

11. Police Chief's report on licenses:

Taxicab Drivers:

Nathan Brousseau	Lynn-Mary Cabral	James Gomes Jr.
Jacquelin Hurdy	William Marshall	Richard Mello
Ovidio A. Prdraza Melendez	John D. Purcell	Mikael Raposa
Edward V. Sweetburg Jr.	Sarah Thomas	

On a motion made by Councilor Shawn E. Cadime and seconded by Councilor Stephen R. Long, it was unanimously voted to adopt the order.

Taxicab Vehicles:

12. Town Transportation – 2 applications – License #9 and #28
On a motion made by Councilor Shawn E. Cadime and seconded by Councilor Stephen R. Long, it was unanimously voted to adopt the order.
13. Transfer auto repair shop license no. 329 from Gilbert Laurengo d/b/a Gil's Automotive to Edward A. Cellemme d/b/a Cellemme and Son Auto Service at 193 Oak Grove Avenue
On a motion made by Councilor Shawn E. Cadime and seconded by Councilor Pam Laliberte-Lebeau, it was unanimously voted to adopt the order.

COMMUNICATIONS – INVITATIONS – PETITIONS

14. Claims

On a motion made by Councilor Shawn E. Cadime and seconded by Councilor Steven A. Camara, it was unanimously voted to refer the claims to Corporation Counsel.

15. Communication from Attorney General regarding OML complaint of November 28, 2017
On a motion made by Councilor Shawn E. Cadime and seconded by Councilor Pam Laliberte-Lebeau, it was unanimously voted that the communication be accepted and placed on file and a copy be sent to Corporation Counsel.

City Council Committee/Meeting Minutes:

16. Committee on Ordinances and Legislation – December 19, 2017

17. Committee on Health and Environmental Affairs – November 6, 2017

18. Committee on Public Safety – November 29, 2017

On a motion made by Councilor Steven A. Camara and seconded by Councilor Shawn E. Cadime, it was unanimously voted to approve item numbers 16, 17 and 18 after being read by the City Clerk.

BULLETINS – NEWSLETTERS – NOTICES

19. Notices of Casualty and Loss at:

- a. 5239 North Main Street, Apt. 18
- b. 278 Franklin Street
- c. 440 Captains Circle
- d. 377 Montgomery Street
- e. 289 Sprague Street

On a motion made by Councilor Shawn E. Cadime and seconded by Councilor Leo O. Pelletier, it was unanimously voted that item numbers 19a through 19e be accepted and placed on file.

TABLED MATTERS:

Mayor req. confirmation of appointment of Manuel Leite to the Conservation Commission
On a motion made by Councilor Bradford L. Kilby and seconded by Councilor Stephen R. Long, it was voted 8 yeas, 1 nay to lift the item from the table with Councilor Shawn E. Cadime voting in the negative. A motion was then made by Councilor Stephen R. Long and seconded by Councilor Joseph D. Camara to confirm the appointment. A subsequent motion was then made by Councilor Steven A. Camara and seconded by Councilor Shawn E. Cadime to refer the matter to the Mayor and it was voted 5 yeas, 4 nays with Councilors Joseph D. Camara, Stephen R. Long, Derek R. Viveiros and President Cliff Ponte voting in the negative.

OTHER MATTERS TO BE ACTED UPON (if recommendation is received by Committee on Regulations:

Order – George Codega d/b/a Hunter Automotive Center renewal of an auto repair shop license located at 69 Hunter Street

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

Order – Carlos C. Sousa d/b/a Carlos Auto Body renewal of an auto body shop license located at 400 Second Street

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

ITEMS FILED AFTER THE AGENDA WAS PREPARED:

PRIORITY MATTERS

Mayor req. confirmation of Mario Lucciola for re-appointment to the Planning Board
On a motion made by Councilor Steven A. Camara and seconded by Councilor Shawn E. Cadime, it was voted 8 yeas, 1 nay to refer the matter to the Administration with Councilors Shawn E. Cadime, Joseph D. Camara, Bradford L. Kilby, Pam Laliberte-Lebeau, Stephen R. Long, Leo O. Pelletier, Derek R. Viveiros and President Cliff Ponte voting in the negative. On a further motion made by Councilor Bradford L. Kilby and seconded by Councilor Joseph D. Camara, it was unanimously voted to confirm the appointment.

RESOLUTIONS

Com. on Public Works and Transportation meet to discuss flooding at 50 Anderson Street
On a motion made by Councilor Steven A. Camara and seconded by Councilor Stephen R. Long, it was unanimously voted to adopt the resolution.

On a motion made by Councilor Shawn E. Cadime and seconded by Councilor Pam Laliberte-Lebeau, it was unanimously voted to adjourn at 9:46 p.m.

List of documents and other exhibits used during the meeting:

Agenda packet (attached)

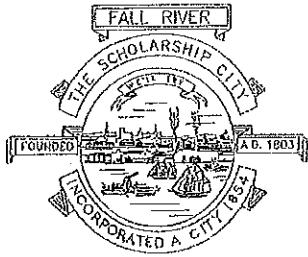
CD and DVD of meeting

A true copy. Attest:



City Clerk

In City Council, March 15, 2018
Approved.



City of Fall River Massachusetts
Office of the City Clerk

RECEIVED

2018 JAN 22 A 11:44

AMENDED

ORIGINAL POSTING: JANUARY 19, 2018 2:05 P.M.

CITY CLERK _____
FALL RIVER, MA

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

ALISON M. BOUCHARD
CITY CLERK

INÈS LEITE
ASSISTANT CITY CLERK

TUESDAY, JANUARY 23, 2018

AGENDA

5:00 P.M. COMMITTEE ON REGULATIONS

5:30 P.M. PUBLIC HEARINGS OR IMMEDIATELY FOLLOWING THE COMMITTEE ON REGULATIONS IF THAT MEETING RUNS PAST 5:30 P.M.

Auto Repair Shop License

1. Steven Nasiff, 11 Osprey Drive, Berkley, MA, Rodman Repair, Inc., for a license to operate an auto repair shop at 771 Rodman Street, on Lot I-22-15, Assessors Plan.

Pole Attachments and Underground Conduits (Tabled 10-24-17)

Petitions of New Cingular Wireless PCS, LLC (AT&T) to construct and maintain telecommunications wires and appurtenances, including fiber optic cable, remote nodes and pole top antennas, to be attached to existing National Grid utility poles as well as install underground conduits or direct bury fiber cables as follows:

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10. 1069 Plymouth Avenue, Pole #1240S.
11. 23 Norfolk Street, Pole #597.
12. 565 Bedford Street, Pole #17/28 near Bank 5 sign.
13. 738 Oak Grove Avenue, Pole #38-84.

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

1. Citizen Input
2. *Discussion of Fiscal Year 2018 – Quarter 2 Budget Report
3. *Discussion with Administration, Dir., DCM and Dir., Streets and Highways re: issues that occurred during recent snowstorm (resolution ref. 1-9-18)

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 req. confirmation of appointments to the following:
 - a. Renee Howayeck to the Conservation Commission
 - b. Robert Smith to the Fall River Redevelopment Authority
 - c. Loriann Taylor Branco to the Fall River Redevelopment Authority

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

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- d. Cynthia M. Seigny to the Planning Board
- e. Daniel D. Dupere to the Zoning Board of Appeals
- f. Helen Rego to the Board of Park Commissioners
- g. John Brandt to the Urban Tree Commission
- 2. *Mayor and order for the acceptance of a gift from North Star Concrete for a walkway and handicap ramp at the Veteran's Center
- 3. *Mayor and draft easements for the construction, operation and maintenance of the Cress Brook Drainage System

PRIORITY COMMUNICATIONS - None

COMMITTEE REPORTS

Committee on Finance recommending:

Referral to Committee on Real Estate:

- 4. *Resolution – Status of King Philip Mill

Referral to Committee on Economic Development and Tourism:

- 5. *Financial Orders – Heritage State Park Bandshell

Grant leave to withdraw:

- 6. *Resolution – Grant Writer

ORDINANCES – None

RESOLUTIONS

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CITATIONS – None

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- *Mayor req. confirmation of appointment of Manuel Leite to the Conservation Commission (tabled 12-19-17)

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City Clerk

ITEMS FILED AFTER THE AGENDA WAS PREPARED:
CITY COUNCIL MEETING DATE: JANUARY 23, 2018

*Mayor req. confirmation of Mario Lucciola for re-appointment to the Planning Board

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



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

RECEIVED

2018 JAN 22 A 11:11

**CITY CLERK _____
FALL RIVER, MA**

JASIEL F. CORREIA II
Mayor

January 18, 2018

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

RE: Planning Board

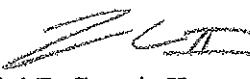
Mr. President and Members of the Honorable Council:

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

Mario Lucciola
54 Chavenson Street
Fall River, MA 02723

As a member of the, with a term commencing 1/23/2018 and expiring 06/01/2023.

Thank you for your favorable consideration in this regard.


Jasiel F. Correia II
Mayor

Mario Lucciola

54 Chavenson Street

Fall River, MA 02723

(508) 673-6279

E-mail: mariolucciola@comcast.net

OBJECTIVE: To maintain my position as a member of the Fall River Planning Board

EDUCATION:

Completed my education in Italy prior to emigrating to this country

Durfee High School

Completed courses for citizenship

Became a US naturalized citizen in 1961

WORK EXPERIENCE:

Massachusetts State Lottery

Mail Room Clerk

Handle incoming and outgoing mail

Responsible for timely distribution of lottery promotion information

Responsible for timely processing and mailing of winnings

Production Clerk

Responsible for timely distribution of new lottery tickets

Responsible for maintaining lottery equipment

Perform occasional emergency repairs

Schedule repair staff for non-emergency repairs

Harvey Probbler Furniture

Forman of Operations

Responsible for shipping and receiving furniture

Responsible for delivering and setting up custom made furniture

Responsible for timely set up of furniture to banks, schools, etc.

City of Fall River Planning Board

Board Member

Responsible for review and enforcement of plans relating to subdivision control laws

Responsible for review of subdivision plans

Responsible for recommending street acceptance and discontinuance

Responsible for review of site plans referred by Zoning Board of Appeals

Community Involvement:

Fall River Sons of Italy – President

Responsible for conducting all meetings

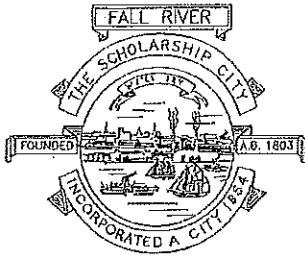
Coordinates club participation in annual city parades

Oversees annual Columbus Day activities

Presides over the annual scholarship awards

REFERENCES:

References will be furnished upon request



City of Fall River Massachusetts

Office of the City Clerk

RECEIVED

2018 JAN 19 P 2:05

CITY CLERK
FALL RIVER, MA

ALISON M. BOUCHARD
CITY CLERK

MEETINGS SCHEDULED FOR NEXT WEEK **CITY COUNCIL CHAMBER, ONE GOVERNMENT CENTER**

INÊS LEITE

ASSISTANT CITY CLERK

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- d. Cynthia M. Seigny to the Planning Board
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ORDINANCES – None

RESOLUTIONS

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City Council Committee/Meeting Minutes:

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City Clerk

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

City of Fall River, In City Council

(Councilor Shawn E. Cadime)

WHEREAS, the City of Fall River just had a winter storm, and

WHEREAS, the response time in combination with the lack of manpower and the potential concern with funding was apparent, now therefore

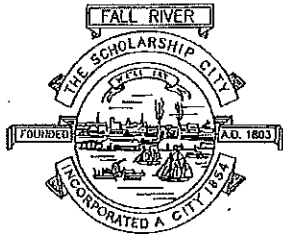
BE IT RESOLVED, that the Administration, Director of the Department of Community Maintenance, the Director of Streets and Highways, and representatives from MassDOT's Highway Division District 5 office be invited to a future meeting of the Committee on Finance to discuss any funding concerns with the Snow and Ice account, the process for winter storm preparation and operations of the current winter storm, changes in the process from prior fiscal years, manpower numbers including private vendors, the reason why there was a lack of manpower, and provide a detailed summary of the number of plow drivers that were called at this most recent storm in comparison to snow storms in recent years.

CITY OF FALL RIVER
IN CITY COUNCIL

JAN - 9 2018

*Referred to the Committee
on Finance, per amended*

1A



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

RECEIVED

2018 JAN 19 P 1:25

CITY CLERK _____
FALL RIVER, MA

JASIEL F. CORREIA II
Mayor

January 18, 2018

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

RE: Conservation Commission

Mr. President and Members of the Honorable Council:

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

Renee Howayeck
188 North Ogden Street
Fall River, MA 02723

As a member of the Conservtion Commission, with a term commencing 01/23/2018 and expiring 05/27/2020.

Thank you for your favorable consideration in this regard.

Jasiel F. Correia II
Mayor

RENEE M. HOWAYECK

188 North Ogden Street
Fall River, MA 02723
(508) 982-3711
renee@howayeck.com

EDUCATION

New England Law, Boston, MA
Juris Doctor, *cum laude*, May 1997
Recipient of *CALI Excellence for the Future Awards* for highest ranking student in Family Law and Reproductive Freedom.

Stonehill College, N. Easton, MA
Bachelor of Arts, Political Science
cum laude, May 1991

LEGAL EXPERIENCE

Gary P. Howayeck, P.C., Fall River, MA
Attorney, 1997-Present
Practicing in general civil matters, employment law, discrimination, school matters, and personal injury.

OTHER EXPERIENCE

People, Incorporated, Fall River, MA
Grant Support Coordinator, 2013-2014
Provided development and maintenance of the Agency's grants' database, research, assistance, and organizational support to Agency's grant writing team.

Bristol Elders Services, Fall River, MA
Case Manager, 1993-1995
Provided assessment and case management for homebound elders; planned comprehensive home care services to enable them to remain at home.

KEY Program Inc., Altern. for Youth, Fall River, MA
Outreach Caseworker, 1991-1992
Provided intensive community tracking, crisis intervention, educational advocacy, informal individual and family counseling, mediation and supportive intervention on behalf of challenged youths and their families.

BAR ADMISSIONS

U.S. District Court, District of Massachusetts, 1998
Commonwealth of Massachusetts, 1998

AFFILIATIONS

Diman Regional Vocational Technical High School Committee Member
Board member, People, Incorporated
Special Education Surrogate Parent
SMILES Mentor
Vice Chairperson, Fall River Conservation Commission.
Member, Fall River Sewer Commission.
Member, Council of Parent Attorneys and Advocates
Member, Coalition to Defend Special Education

1B



City of Fall River
Massachusetts
Office of the Mayor

RECEIVED

2018 JAN 19 P 1:25

CITY CLERK
FALL RIVER, MA

JASIEL F. CORREIA II

Mayor

January 18, 2018

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

RE: Fall River Redevelopment Authority

Mr. President and Members of the Honorable Council:

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

Robert Smith
22 Boomer Street
Fall River, MA 02720

As a member of the Fall River Redevelopment authority, with a term commencing 01/23/2018
and expiring 01/23/2023.

Thank you for your favorable consideration in this regard.

Jasiel F. Correia II
Mayor

BOB SMITH

22 Boomer Street, Fall River, MA 02720

Work: 508-646-0855 Cell: 508-207-7730 - bob1008@verizon.net

PROFESSIONAL SUMMARY

Highly motivated self-starter with extensive practical business and diverse background. I have started many successful businesses, and all are still in operation today. I am an active investor in the commercial real estate industry in several states.

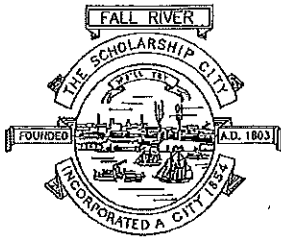
SKILLS

- Customer Service
- Employee Management
- Problem Solving
- Real Estate Development
- Commercial law
- Cost effective projects
- Product development

WORK HISTORY**Self Employed – Fall River, MA**

I operate several businesses from my office in Fall River. I am a commercial real estate investor with commercial property in New York City, R.I., Massachusetts, and Maine. I have operated a textile manufacturing plant in Fall River for over 30 years. This business continues to thrive in an industry devastated by imports. Our continued success is accomplished by adapting to the changes in the marketplace, and identifying segments that are underserved by imported products, as well as providing outstanding customer service. Over the years my company has employed hundreds of people from this area.

Harbormaster/City of Fall River- I have served in the Harbormaster Dept. for about five years. I am very knowledgeable about the current and potential future development of the Fall River waterfront.



JASIEL F. CORREIA II
Mayor

City of Fall River
Massachusetts
Office of the Mayor

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RECEIVED

2018 JAN 19 P 1:25

CITY CLERK _____
FALL RIVER, MA

January 18, 2018

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

RE: Fall River Redevelopment Authority

Mr. President and Members of the Honorable Council:

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

Loriann Taylor Branco
109 Angell Street
Fall River, MA 02723

As a member of the Fall River Redevelopment Authority, with a term commencing 01/23/2018
and expiring 01/23/2023.

Thank you for your favorable consideration in this regard.

Jasiel F. Correia II
Mayor

LORIANN TAYLOR BRANCO

109 Angell Street Fall River, MA 02723 E: lori@center-for-sight.com P: 508-294-6834

PROFILE

I was born and raised, live and work, and have grown my own family within the city of Fall River. I have seen the amazing things that this community is capable of, and I believe in being a part of those things. I am a strong advocate for this city and giving back for all it has provided to me.

EMPLOYMENT

OPTICAL MANAGER, CENTER-FOR-SIGHT; FALL RIVER, MA – 1989-PRESENT

Beginning as an optician under an apprenticeship program, I received my dispensing license in 1996, and was promoted to the optical manger in 1998. After a relocation and subsequent name change, we have continued to grow as a business.

VOLUNTEER

LIONS CLUB OF FALL RIVER; FALL RIVER, MA – 2011-PRESENT

When I started as a Lion I was responsible for organizing and overseeing a number of fundraisers, including our annual clam boil and super raffle. In 2013 I was appointed as the Civic and Charities Treasurer until I became the President of the Lions Club in 2017.

BRISTOL COUNTY CHAMBER OF COMMERCE; FALL RIVER, MA – 2012-PRESENT

After being a member of the Chamber of Commerce, I was nominated and approved to the Board of Directors in 2012 where I continue to serve my second term. I am also the chairwoman of the Events Committee.

ANIMAL RESCUE LEAGUE OF FALL RIVER; FALL RIVER, MA – 2011-2016

I was a member of the events committee with the responsibility of planning and organizing fundraising events throughout the year, having our main event being the annual gala each Fall.

EDUCATION

BMC DURFEE HIGH SCHOOL – HIGH SCHOOL DIPLOMA, 1984

MASSACHUSETTS OPTICIAN APPRENTICESHIP PROGRAM – 1996

REFERENCES

MARIE URFER
Center-For-Sight
Practice Administrator
P: 508-677-1921 ext. 12
E: marie@center-for-sight.com

ROBERT A. MELLION, ESQ
Bristol County Chamber of Commerce
President and CEO
P: 508-676-8226
E: RMellion@bristolcountychamber.org

NICHOLAS L. CHRIST, JR.
BayCoast Bank
First VP and Sales Manager
P: 508-235-9520
E: NLChrist@baycoastbank.com

1D



City of Fall River
Massachusetts
Office of the Mayor

RECEIVED

2018 JAN 19 P 1:25

CITY CLERK
FALL RIVER, MA

JASIEL F. CORREIA II
Mayor

January 18, 2018

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

RE: Planning Board Apointment

Mr. President and Members of the Honorable Council:

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

Cynthia M. Seigny
250 Kennedy Street
Fall River, MA 02721

As a member of the Planning Board, with a term commencing 01/23/2018 and expiring 01/23/2023.

Thank you for your favorable consideration in this regard.

Jasiel F. Correia II
Mayor

Cynthia M. Seigny
250 Kennedy Street
Fall River, Ma. 02721
(508)676-0748/rcseigny@comcast.net

Objectives:

I am currently looking for an opportunity to be of service to the City of Fall River. Having worked for government I know that it is important to be a part of the community and feel that with my experience I can be an asset to the City.

Skills:

- Computer skills
- Proficient document and essay writer
- Excellent at organization of information
- Adaptability
- Public speaking

Employment:

Employed in the Bristol County Commissioners' Office 1976-2003
Employed as the Head Executive Assistant to the
Bristol County Commissioners from 1985-2003

Appointed member of the Bristol County Retirement Board
1996-2003

Education:

B.M.C. Durfee High School – Graduation class of 1965

Chartered Pension Professional Certification Program – Level I
F.Y. 2000



City of Fall River
Massachusetts
Office of the Mayor

1E
RECEIVED

2018 JAN 18 P 3:59

CITY CLERK _____
FALL RIVER, MA

JASIEL F. CORREIA II
Mayor

January 18, 2018

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

RE: Zoning Board of Appeals Appointment

Mr. President and Members of the Honorable Council:

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

Daniel D. Dupere
80 Spenser Street
Fall River, Massachusetts 02721

As a member of the Zoning Board of Appeals, with a term commencing 01/23/2018 and expiring 01/23/2023.

Thank you for your favorable consideration in this regard.

Jasiel F. Correia II
Mayor

IE

DANIEL D. DUPERE

80 Spencer Street· Fall River, MA· 02721
DanDupere1968@gmail.com · 774-263-8585

EXPERIENCE

2008-PRESENT

**FLEET DIESEL, GAS AND PROPANE MECHANIC, PETRO OIL
RHODE ISLAND REGION**

Heavy duty truck, medium duty truck and service van fleet maintenance and repair.
Maintenance and repair analysis, budgeting and parts ordering..
Transportation of equipment and vehicles to various company locations throughout Rhode Island.
Monthly on-call service responsibility.
In season business and residential oil delivery.
Union shop steward representing mechanics and drivers.

2000-2008

**GENERAL CONTRACTOR, SOLE PROPRIETOR, PATRIOT CONTRACTING
FALL RIVER, MA**

Military housing renovations.
Roofing, window installation, vinyl and wood siding
Interior remodeling.
Additions.
Tree removal, landscaping and excavation.
Project management.
Billing and estimates.

1996-2000

**DIESEL MECHANIC, BRISBON DIESEL
FALL RIVER, MA**

Heavy duty truck, medium duty truck maintenance and repair.
Engine and transmission rebuilding.

1988-1996

**FLEET DIESEL MECHANIC, GARELICK FARMS
FRANKLIN, MA**

Shift Supervisor.
Heavy duty truck, medium duty truck fleet maintenance and repair.

1E

EDUCATION

2000

CONSTRUCTION SUPERVISOR TRAINING COURSE,
UNIVERSITY OF MASSACHUSETTS DARTMOUTH
Massachusetts Construction Supervisor License

1987-1988

DIESEL MECHANIC PROGRAM, NEW ENGLAND TRACTORTRAILER TRAINING
SCHOOL

Diesel Mechanic Certification.
Student of the Year Award.

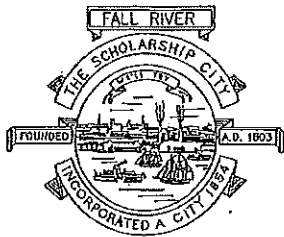
1984-1987

HIGH SCHOOL, BMC DURFEE
College Preparatory Program.

SKILLS AND LICENCURE

- MASSACHUSETTS CONSTRUCTION SUPERVIROR LICENCE
- MASSACHUSETTS HOME IMPROVEMENT CONTRACTOR LICENSE
- CLASS B DRIVERS LICENSE WITH HAZMAT TANKER ENDORSEMENT
- TWIC CARD
- ASE CERTIFICATION FOR AUTOMOTIVE AIRCONDITIONING
- FEDERAL TYPE I AND TYPE II REFRIDGERATION LICENSE

IF



City of Fall River
Massachusetts
Office of the Mayor

JASIEL F. CORREIA II
Mayor

RECEIVED

2018 JAN 18 P 3:59

CITY CLERK
FALL RIVER, MA

January 18, 2018

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

RE: Board of Park Commissioners Appointment

Mr. President and Members of the Honorable Council:

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

Helen Rego
41 Foster Street
Fall River, Massachusetts 02721

As a member of the Board of Park Commissioners, with a term commencing 01/23/2018.

Thank you for your favorable consideration in this regard.

Jasiel F. Correia II
Mayor

IF

HELEN REGO

SKILLS

Strong leadership abilities, self-motivator, exceptional organizational skills.

VOLUNTEER EXPERIENCE OR LEADERSHIP

Niagara Neighborhood Committee Chapter President

Creative Arts Network Committee

Fall River Food Pantry Board Member

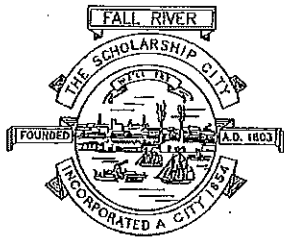
City of Fall River Volunteer

OBJECTIVE

Looking for an opportunity to help keep the city of Fall River Massachusetts safe and clean by gaining the position of Fall River Park Commissioner.

41 Foster St. Fall River Ma, 02721
(508)837-7406

16



City of Fall River
Massachusetts
Office of the Mayor

RECEIVED

2018 JAN 19 P 1:25

CITY CLERK
FALL RIVER, MA

JASIEL F. CORREIA II
Mayor

January 18, 2018

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

RE: Urban Tree Commission Appointment

Mr. President and Members of the Honorable Council:

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

John Brandt
116 Rock Street
Fall River, MA 02720

As a member of the urban Tree Commission, with a term commencing 01/23/2018 and expiring 01/23/2019.

Thank you for your favorable consideration in this regard.

Jasiel F. Correia II
Mayor

John A. Brandt
116 Rock Street
Fall River, Massachusetts 02720
(508) 717-2948

**EMPLOYMENT
EXPERIENCE:**

7/17 - PRESENT

Wilke Pipe Tobacco

116 Rock Street, Fall River, MA

Owner of Wilke Pipe Tobacco. Established in 1872 and is a leading on line pipe tobacco distribution company. Responsibilities include on line web site design, international commerce, and all finances.

6/95 - PRESENT

Old Firehouse Smoke Shop

116 Rock Street, Fall River, MA

Owner of the area's largest tobacco retailer which stocks all master brands of cigars and pipe accessories. Web site management to increase sales. Sales have continued to increase yearly since opening in 1995.

11/91 - 6/16

St. James Irish Pub

91 Purchase Street, Fall River, MA

Co-owner of a popular downtown bar. I oversaw account payables, payroll, profit and loss statement. Involved in sales promotions, marketing, and charitable events. Sales have increased between 9% and 16% on a yearly basis.

11/88 - 11/91

Oliver's Restaurant

320 Airport Road, Fall River, MA

Co-owner/Co-proprietor of popular pub-style restaurant and bar. Restaurant featured popular nightclub on basement level, restaurant/bar on The main level, and function facility on upstairs level. Provided extensive lunch and dinner menu services. Managed 20 full-time and 30 part-time employees with sales reaching approximately \$800,000 to \$1 million annually.

5/86 – 11/88

Universal Hotels, Incorporated
Yonkers, NY

District manager of restaurant operations from Boston, Massachusetts to Washington, DC. Responsible for setting up accounting procedures for rapidly expanding business operations; directed menu planning services for several divisions and managed restaurant renovations.

10/80 – 5/86

Marriot Corporation
Howard Johnson's Company
Annapolis, MD

Training manager for prospective manger trainees; responsible for 9 week training program consisting of accounting, customer service, quality assurance, and marketing. Also responsible for instructing on profit/loss management, purchasing, hiring procedures and menu planning.

**COMMUNITY
ACTIVITIES:**

Volunteer

Fall River Celebrates America
Sponsor of street painting party.

Fall River Columbus Day Festival
Sponsored food and beverage concession

American Cancer Society Fund Drive
WSAR Food Drive

Member

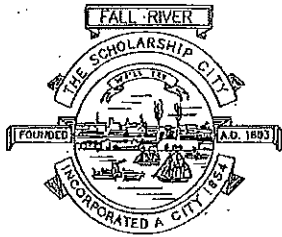
Old Colony Railroad Museum of Fall River
Food and Wine Society of Annapolis, MD
Past Board of Director for Fall River Area Chamber of Commerce and Industry
Past Board of Directors for New Bedford Family Services
Fall River Restaurant Association
MTRA – Mass Tobacco Retailers Association (Treasurer since 2014)

City Boards

Chairman of Urban Tree Commission
Member of Conservation Council since 2011
Member of CPA

References furnished upon request

2



City of Fall River
Massachusetts
Office of the Mayor

RECEIVED

2018 JAN 18 P 4:00

CITY CLERK
FALL RIVER, MA

JASIEL F. CORREIA II
Mayor

January 18, 2018

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

RE: Veterans' Center Donation

Councilors:

The Facilities Department has secured a generous donation of labor and materials from North Star Concrete, 79 Barrows Street, Somerset, Massachusetts to be used for a walkway and handicap ramp at the Veterans' Center. This donation is valued at \$3,216.87.

Chris Gallagher's letter is attached for your review. Your acceptance of this donation is respectfully requested.

Jasiel F. Correia II
Mayor

City of Fall River, *In City Council*

2

ORDERED, that under the provisions of M.G.L. Chapter 44, Section 53A ½, the Department of Facilities Maintenance be, and the same is hereby authorized to accept a gift of labor and materials, valued at \$3,216.87, from North Star Concrete located at 79 Barrows Street, Somerset, Massachusetts, towards the cost of demolition and reconstruction of the existing walkway and handicap ramp at the Veterans' Center, 755 Pine Street.

2



**CITY OF FALL RIVER
MASSACHUSETTS**
Department of Facilities Maintenance

JASIEL F. CORREIA II
Mayor

CHRIS GALLAGHER
Director

January 18, 2018

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

Mayor Correia:

North Star Concrete, 79 Barrows Street, Somerset MA, has respectfully donated labor and materials valued at \$3,216.87 toward the cost of demolition & reconstruction of the existing walkway and handicap ramp at the Veterans' Center, 755 Pine Street. Total value of this project is \$5,139.87 resulting in the City being responsible for \$1,923.00.

The Veterans' Center will have a fully ADA code compliant handicap accessible ramp and a partial new walkway to allow disabled veterans easier access to the ramp from the front handicap parking area eliminating the need to utilize the ramp located at the rear of the building.

I am respectfully requesting that this donation be accepted.

Chris Gallagher, Director
Facilities Maintenance

CG/tam

3



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

RECEIVED

2018 JAN 18 A 11:53

CITY CLERK _____
FALL RIVER, MA

JASIEL F. CORREIA II
Mayor

January 18, 2018

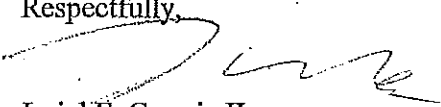
Honorable City Council
City of Fall River
One Government Center
Fall River, MA 02722

Dear Honorable Councilors:

Attached please find proposed Draft Easements for the construction, operation and maintenance of the Cress Brook Drainage System. These easements are being granted by the private property owners to the City Sewer Division so that we have access to improve and maintain the infrastructure within these easements. The private owners have been notified.

If you have any questions, require further information or would like to visit any of the sites, please contact Terrance Sullivan or Paul Ferland at 508-324-2320.

Respectfully,


Jasiel F. Correia II
Mayor

City of Fall River, *In City Council*

ORDERED, that the Mayor is hereby authorized to acquire the easements as described on the attached easements with plans subject to any changes and final approval by the Corporation Counsel. Said easements are in Fall River, Massachusetts as delineated below. The acquisition of said easements will provide for Stormwater drainage, management, construction improvements, operation and maintenance for the Cress Brook drainage system.

Easement locations:

21 Vincent Street
1942 President Avenue
150 David Street
158 David Street
120 David Street
130 David Street
106 David Street
768 North Eastern Avenue

Prepared by and return to :
City of Fall River Sewer Division
One Government Center
Fall River, MA 02722

UTILITY EASEMENT

THIS UTILITY EASEMENT AND TEMPORARY ACCESS/CONSTRUCTION EASEMENT granted this ____ day of _____, 2018, by and between Mr. Raymond McGough, (the "Grantor"), whose mailing address is 21 Vincent Street, Fall River, Massachusetts, and the CITY OF FALL RIVER, a Massachusetts municipal corporation and body, politic and corporation, (the "Grantee"), whose mailing address is One Government Center, Fall River, MA 02722: (Wherever used herein the terms "Grantor" and "Grantee" include all the parties to this instrument and their respective heirs, legal representatives, successors and assigns).

1. Grant of Easements

1.1 Utility Easement. Grantor owns the property located in Fall River, Massachusetts, a legal depiction of which is attached hereto as Exhibit A (the "Property"). Grantor, for themselves and for their successors and assigns, hereby convey and grant to Grantee, its successors and assigns, a permanent, non-exclusive easement (the "Utility Easement") over, under, in, along, across and upon the Property, in the location described on the attached and incorporated Exhibit A (the "Utility Easement Area") solely for the lawful construction, installation, maintenance, operation, repair, replacement and use of underground pipe, swale or utility structure and related equipment (the "Improvements"), and for access to the Utility Easement Area as depicted generally on the attached and incorporated Exhibit A.

2. Terms of Easement

2.1 Utility Easement. The Utility Easement shall commence on the effective date of this Agreement and shall run with the land and continue in full force and effect in perpetuity. The Utility Easement Area has been dedicated to the City of Fall River Community Utilities Department and/or such other body as may request or require such dedication in connection with Grantee's development of the Property. Grantor agrees to execute such documents as either grantee or any such body may deem necessary or desirable in connection with the installation of the improvements or in connection with any such dedication.

2.2 Reservation by Grantor/Non-Exclusive Use. All right, title and interest in and to any easement area under this Agreement which may be used and enjoyed without interfering with the rights conveyed by this Agreement are reserved to Grantor, provided, however, that Grantor shall not erect or maintain any buildings which may cause damage to or interfere with the improvements to be placed within the Utility Easement Area; or develop, landscape or beautify any easement area in any way which would unreasonably or materially increase the costs to Grantee of installing the Improvements or restoring any of the Easement Areas after such installation. This includes concrete driveways, fences and retaining walls. Covers, grates, access points, pipe ends and other such structures shall be left exposed and fully accessible. Swales,

culverts, drainage ditches, retention bases and other such surface structures shall not be filled or altered without the written approval of the Department of Community Utilities. These structures must be maintained and cleaned for aesthetics by the property owner.

3. Construction of Utility Improvements.

3.1 Compliance with Laws. Grantee shall construct any improvements in a workman like manner and in compliance with the applicable statutes, ordinances, rules and regulations of all government public authorities as those statutes, ordinances, rules and regulations are amended from time to time.

3.2 Restoration. In the event the surface of any easement area is disturbed by Grantee's exercise of any of its easement rights under this Agreement such area shall be restored to loam and seeded area. Paved areas shall be restored with bituminous asphalt pavement.

4. General Provisions.

4.1 Covenants running with the Land/Assignment. The parties to this Agreement acknowledge and agree that the easements and other rights conferred by this Agreement are intended to, and do, constitute covenants that run with the land and shall inure to the benefit of and be binding upon the parties and their respective grantees, heirs, successors and assigns. Without limiting the foregoing, Grantor acknowledges that Grantee's rights under this Agreement are assignable; that Grantee may enter into agreements to sell or otherwise may transfer Grantee's Property, either to affiliates of Grantee or to third parties, and that Grantor hereby consents to Grantee's assignment of all of its right, title and interest and its delegation of all of its obligations created under this Agreement upon any such the sale or transfer and, upon any such assignment, Grantee shall be forever released and discharged from any and all claims, demands and damages which Grantor may have, make or suffer as a result of anything done or occurring after the date of such assignment. Nothing contained in this Section 4.1, however, shall in any way be construed as releasing Grantee's successors and assigns from any obligation's to Grantor created by this Agreement or to in any way limit Grantor's remedies at law or in equity as against such successors and assigns. Any proposed assignment set forth above shall be subject to approval by Grantor and such approval shall not be unreasonably withheld.

4.2 Effective Date. This Agreement shall be effective upon the date it is executed by an authorized representative of each signing party.

4.3 Authorized Representative. Each individual signing on behalf of a party to this Agreement states that he or she is the duly authorized representative of the signing party and that his or her signature on this Agreement has been duly authorized by, and creates the binding and enforceable obligation of, the party on whose behalf the representative is signing.

4.4 Notices. Any notice permitted or required by this Agreement shall be deemed received, if delivered, when actually received, or, if mailed, on the third day after mailing by registered or certified mail, postage prepaid, to the party's address set forth above in this Agreement, or to such other address designated in writing to the other parties.

4.5 Attorney's Fees. In the event of any dispute between the parties regarding the enforcement of effect of this Agreement, the non-prevailing party in any such dispute shall pay the prevailing party's reasonable attorney's fees and costs incurred. This agreement is not subject to arbitration.

4.6 Plan. Upon Grantor request, Grantee shall provide any plans that are on file.

4.7 Abandonment. In the event Grantee or its successors and assigns abandon or terminate their use of all of the improvements for a period of thirty-six (36) consecutive months, this Agreement and all easement rights granted there under shall terminate.

4.8 Further Cooperation. Each of the signatories to this Agreement agree to execute such other documents and to perform such other acts as may be reasonably necessary or desirable to further the expressed and intent purpose of this agreement, including, without limitation, Grantee shall obtain and record a subordination (of any presently existing mortgage or other lien) to these easements.

4.9 The undersigned hereby covenants and warrants that Grantor owns the said land described herein and the undersigned, as or on behalf of Grantor, has the right to grant these easements.

5. Attachments included.

5.1 Meets & Bounds.

5.2 Survey Plan.

IN WITNESS WHEREOF, the Grantor has duly authorized and caused this Utility Easement and Temporary Access/Construction Easement to be executed in its name as of the day and year first herein written.

WITNESSES:

GRANTOR:

Print Name: _____

Print Name/Title: _____

Print Name: _____

Its: _____

On this _____ day of _____, 2018, before me personally appeared

EXHIBIT A – Meets & Bounds

Prepared by and return to :
City of Fall River Sewer Division
One Government Center
Fall River, MA 02722

UTILITY EASEMENT

THIS UTILITY EASEMENT AND TEMPORARY ACCESS/CONSTRUCTION EASEMENT granted this ____ day of _____, 2018, by and between Mr. Paul Olivera and Mrs. Carol Olivera, (the "Grantor"), whose mailing address is 1942 President Avenue, Fall River, Massachusetts, and the CITY OF FALL RIVER, a Massachusetts municipal corporation and body, politic and corporation, (the "Grantee"), whose mailing address is One Government Center, Fall River, MA 02722: (Wherever used herein the terms "Grantor" and "Grantee" include all the parties to this instrument and their respective heirs, legal representatives, successors and assigns).

1. Grant of Easements

1.1 Utility Easement. Grantor owns the property located in Fall River, Massachusetts, a legal depiction of which is attached hereto as Exhibit A (the "Property"). Grantor, for themselves and for their successors and assigns, hereby convey and grant to Grantee, its successors and assigns, a permanent, non-exclusive easement (the "Utility Easement") over, under, in, along, across and upon the Property, in the location described on the attached and incorporated Exhibit A (the "Utility Easement Area") solely for the lawful construction, installation, maintenance, operation, repair, replacement and use of underground pipe, swale or utility structure and related equipment (the "Improvements"), and for access to the Utility Easement Area as depicted generally on the attached and incorporated Exhibit A.

2. Terms of Easement

2.1 Utility Easement. The Utility Easement shall commence on the effective date of this Agreement and shall run with the land and continue in full force and effect in perpetuity. The Utility Easement Area has been dedicated to the City of Fall River Community Utilities Department and/or such other body as may request or require such dedication in connection with Grantee's development of the Property. Grantor agrees to execute such documents as either grantee or any such body may deem necessary or desirable in connection with the installation of the improvements or in connection with any such dedication.

2.2 Reservation by Grantor/Non-Exclusive Use. All right, title and interest in and to any easement area under this Agreement which may be used and enjoyed without interfering with the rights conveyed by this Agreement are reserved to Grantor, provided, however, that Grantor shall not erect or maintain any buildings which may cause damage to or interfere with the improvements to be placed within the Utility Easement Area; or develop, landscape or beautify any easement area in any way which would unreasonably or materially increase the costs to Grantee of installing the Improvements or restoring any of the Easement Areas after such installation. This includes concrete driveways, fences and retaining walls. Covers, grates, access points, pipe ends and other such structures shall be left exposed and fully accessible. Swales,

culverts, drainage ditches, retention bases and other such surface structures shall not be filled or altered without the written approval of the Department of Community Utilities. These structures must be maintained and cleaned for aesthetics by the property owner.

3. Construction of Utility Improvements.

3.1 Compliance with Laws. Grantee shall construct any improvements in a workman like manner and in compliance with the applicable statutes, ordinances, rules and regulations of all government public authorities as those statutes, ordinances, rules and regulations are amended from time to time.

3.2 Restoration. In the event the surface of any easement area is disturbed by Grantee's exercise of any of its easement rights under this Agreement such area shall be restored to loam and seeded area. Paved areas shall be restored with bituminous asphalt pavement.

4. General Provisions.

4.1 Covenants running with the Land/Assignment. The parties to this Agreement acknowledge and agree that the easements and other rights conferred by this Agreement are intended to, and do, constitute covenants that run with the land and shall inure to the benefit of and be binding upon the parties and their respective grantees, heirs, successors and assigns. Without limiting the foregoing, Grantor acknowledges that Grantee's rights under this Agreement are assignable; that Grantee may enter into agreements to sell or otherwise may transfer Grantee's Property, either to affiliates of Grantee or to third parties, and that Grantor hereby consents to Grantee's assignment of all of its right, title and interest and its delegation of all of its obligations created under this Agreement upon any such the sale or transfer and, upon any such assignment, Grantee shall be forever released and discharged from any and all claims, demands and damages which Grantor may have, make or suffer as a result of anything done or occurring after the date of such assignment. Nothing contained in this Section 4.1, however, shall in any way be construed as releasing Grantee's successors and assigns from any obligation's to Grantor created by this Agreement or to in any way limit Grantor's remedies at law or in equity as against such successors and assigns. Any proposed assignment set forth above shall be subject to approval by Grantor and such approval shall not be unreasonably withheld.

4.2 Effective Date. This Agreement shall be effective upon the date it is executed by an authorized representative of each signing party.

4.3 Authorized Representative. Each individual signing on behalf of a party to this Agreement states that he or she is the duly authorized representative of the signing party and that his or her signature on this Agreement has been duly authorized by, and creates the binding and enforceable obligation of, the party on whose behalf the representative is signing.

4.4 Notices. Any notice permitted or required by this Agreement shall be deemed received, if delivered, when actually received, or, if mailed, on the third day after mailing by registered or certified mail, postage prepaid, to the party's address set forth above in this Agreement, or to such other address designated in writing to the other parties.

4.5 Attorney's Fees. In the event of any dispute between the parties regarding the enforcement of effect of this Agreement, the non-prevailing party in any such dispute shall pay the prevailing party's reasonable attorney's fees and costs incurred. This agreement is not subject to arbitration.

4.6 Plan. Upon Grantor request, Grantee shall provide any plans that are on file.

4.7 Abandonment. In the event Grantee or its successors and assigns abandon or terminate their use of all of the improvements for a period of thirty-six (36) consecutive months, this Agreement and all easement rights granted there under shall terminate.

4.8 Further Cooperation. Each of the signatories to this Agreement agree to execute such other documents and to perform such other acts as may be reasonably necessary or desirable to further the expressed and intent purpose of this agreement, including, without limitation, Grantee shall obtain and record a subordination (of any presently existing mortgage or other lien) to these easements.

4.9 The undersigned hereby covenants and warrants that Grantor owns the said land described herein and the undersigned, as or on behalf of Grantor, has the right to grant these easements.

5. Attachments included.

5.1 Meets & Bounds.

5.2 Survey Plan.

IN WITNESS WHEREOF, the Grantor has duly authorized and caused this Utility Easement and Temporary Access/Construction Easement to be executed in its name as of the day and year first herein written.

WITNESSES:

GRANTOR:

Print Name: _____

Print Name/Title: _____

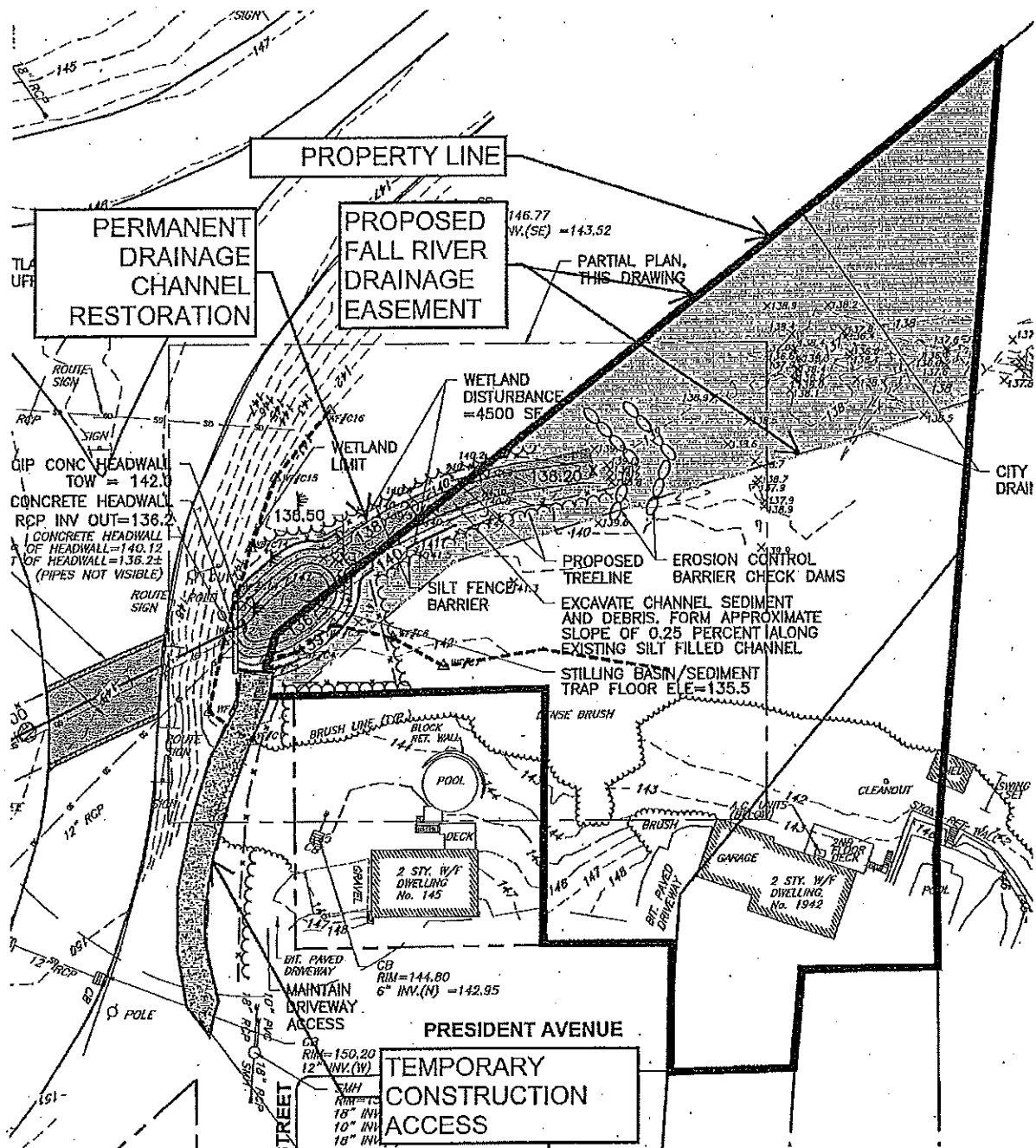
Print Name: _____

Its: _____

On this ____ day of _____, 2018, before me personally appeared

EXHIBIT A – Meets & Bounds

EXHIBIT B – Plan Showing Easement
(See draft plan below – to be replaced with final plan)



Prepared by and return to :
City of Fall River Sewer Division
One Government Center
Fall River, MA 02722

UTILITY EASEMENT

THIS UTILITY EASEMENT AND TEMPORARY ACCESS/CONSTRUCTION EASEMENT granted this ____ day of _____, 2018, by and between Ms. Dora Dunn, (the "Grantor"), whose mailing address is 150 David Street, Fall River, Massachusetts, and the CITY OF FALL RIVER, a Massachusetts municipal corporation and body, politic and corporation, (the "Grantee"), whose mailing address is One Government Center, Fall River, MA 02722: (Wherever used herein the terms "Grantor" and "Grantee" include all the parties to this instrument and their respective heirs, legal representatives, successors and assigns).

1. Grant of Easements

1.1 Utility Easement. Grantor owns the property located in Fall River, Massachusetts, a legal depiction of which is attached hereto as Exhibit A (the "Property"). Grantor, for themselves and for their successors and assigns, hereby convey and grant to Grantee, its successors and assigns, a permanent, non-exclusive easement (the "Utility Easement") over, under, in, along, across and upon the Property, in the location described on the attached and incorporated Exhibit A (the "Utility Easement Area") solely for the lawful construction, installation, maintenance, operation, repair, replacement and use of underground pipe, swale or utility structure and related equipment (the "Improvements"), and for access to the Utility Easement Area as depicted generally on the attached and incorporated Exhibit A.

2. Terms of Easement

2.1 Utility Easement. The Utility Easement shall commence on the effective date of this Agreement and shall run with the land and continue in full force and effect in perpetuity. The Utility Easement Area has been dedicated to the City of Fall River Community Utilities Department and/or such other body as may request or require such dedication in connection with Grantee's development of the Property. Grantor agrees to execute such documents as either grantee or any such body may deem necessary or desirable in connection with the installation of the Improvements or in connection with any such dedication.

2.2 Reservation by Grantor/Non-Exclusive Use. All right, title and interest in and to any easement area under this Agreement which may be used and enjoyed without interfering with the rights conveyed by this Agreement are reserved to Grantor, provided, however, that Grantor shall not erect or maintain any buildings which may cause damage to or interfere with the improvements to be placed within the Utility Easement Area; or develop, landscape or beautify any easement area in any way which would unreasonably or materially increase the costs to Grantee of installing the Improvements or restoring any of the Easement Areas after such installation. This includes concrete driveways, fences and retaining walls. Covers, grates, access points, pipe ends and other such structures shall be left exposed and fully accessible. Swales,

culverts, drainage ditches, retention bases and other such surface structures shall not be filled or altered without the written approval of the Department of Community Utilities. These structures must be maintained and cleaned for aesthetics by the property owner.

3. Construction of Utility Improvements.

3.1 Compliance with Laws. Grantee shall construct any improvements in a workman like manner and in compliance with the applicable statutes, ordinances, rules and regulations of all government public authorities as those statutes, ordinances, rules and regulations are amended from time to time.

3.2 Restoration. In the event the surface of any easement area is disturbed by Grantee's exercise of any of its easement rights under this Agreement such area shall be restored to loam and seeded area. Paved areas shall be restored with bituminous asphalt pavement.

4. General Provisions.

4.1 Covenants running with the Land/Assignment. The parties to this Agreement acknowledge and agree that the easements and other rights conferred by this Agreement are intended to, and do, constitute covenants that run with the land and shall inure to the benefit of and be binding upon the parties and their respective grantees, heirs, successors and assigns. Without limiting the foregoing, Grantor acknowledges that Grantee's rights under this Agreement are assignable; that Grantee may enter into agreements to sell or otherwise may transfer Grantee's Property, either to affiliates of Grantee or to third parties, and that Grantor hereby consents to Grantee's assignment of all of its right, title and interest and its delegation of all of its obligations created under this Agreement upon any such the sale or transfer and, upon any such assignment, Grantee shall be forever released and discharged from any and all claims, demands and damages which Grantor may have, make or suffer as a result of anything done or occurring after the date of such assignment. Nothing contained in this Section 4.1, however, shall in any way be construed as releasing Grantee's successors and assigns from any obligation's to Grantor created by this Agreement or to in any way limit Grantor's remedies at law or in equity as against such successors and assigns. Any proposed assignment set forth above shall be subject to approval by Grantor and such approval shall not be unreasonably withheld.

4.2 Effective Date. This Agreement shall be effective upon the date it is executed by an authorized representative of each signing party.

4.3 Authorized Representative. Each individual signing on behalf of a party to this Agreement states that he or she is the duly authorized representative of the signing party and that his or her signature on this Agreement has been duly authorized by, and creates the binding and enforceable obligation of, the party on whose behalf the representative is signing.

4.4 Notices. Any notice permitted or required by this Agreement shall be deemed received, if delivered, when actually received, or, if mailed, on the third day after mailing by registered or certified mail, postage prepaid, to the party's address set forth above in this Agreement, or to such other address designated in writing to the other parties.

4.5 Attorney's Fees. In the event of any dispute between the parties regarding the enforcement of effect of this Agreement, the non-prevailing party in any such dispute shall pay the prevailing party's reasonable attorney's fees and costs incurred. This agreement is not subject to arbitration.

4.6 Plan. Upon Grantor request, Grantee shall provide any plans that are on file.

4.7 Abandonment. In the event Grantee or its successors and assigns abandon or terminate their use of all of the improvements for a period of thirty-six (36) consecutive months, this Agreement and all easement rights granted there under shall terminate.

4.8 Further Cooperation. Each of the signatories to this Agreement agree to execute such other documents and to perform such other acts as may be reasonably necessary or desirable to further the expressed and intent purpose of this agreement, including, without limitation, Grantee shall obtain and record a subordination (of any presently existing mortgage or other lien) to these easements.

4.9 The undersigned hereby covenants and warrants that Grantor owns the said land described herein and the undersigned, as or on behalf of Grantor, has the right to grant these easements.

5. Attachments Included.

5.1 Meets & Bounds.

5.2 Survey Plan.

IN WITNESS WHEREOF, the Grantor has duly authorized and caused this Utility Easement and Temporary Access/Construction Easement to be executed in its name as of the day and year first herein written.

WITNESSES:

Print Name: _____

Print Name: _____

GRANTOR:

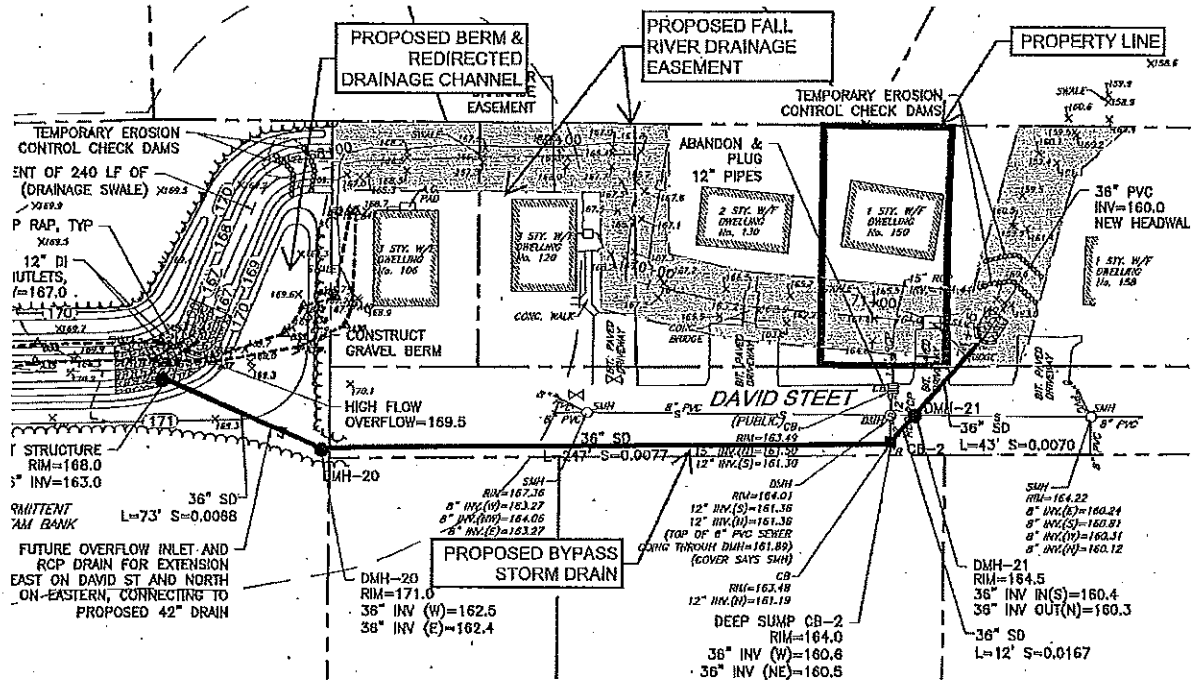
Print Name/Title: _____

Its: _____

On this ____ day of _____, 2018, before me personally appeared

EXHIBIT A – Meets & Bounds

EXHIBIT B – Plan Showing Easement
(See draft plan below – to be replaced with final plan)



Prepared by and return to :
 City of Fall River Sewer Division
 One Government Center
 Fall River, MA 02722

UTILITY EASEMENT

THIS UTILITY EASEMENT AND TEMPORARY ACCESS/CONSTRUCTION EASEMENT granted this ____ day of _____, 2018, by and between Ms. Marjorie Nance, (the "Grantor"), whose mailing address is 158 David Street, Fall River, Massachusetts, and the CITY OF FALL RIVER, a Massachusetts municipal corporation and body, politic and corporation, (the "Grantee"), whose mailing address is One Government Center, Fall River, MA 02722: (Wherever used herein the terms "Grantor" and "Grantee" include all the parties to this instrument and their respective heirs, legal representatives, successors and assigns).

1. Grant of Easements

1.1 Utility Easement. Grantor owns the property located in Fall River, Massachusetts, a legal depiction of which is attached hereto as Exhibit A (the "Property"). Grantor, for themselves and for their successors and assigns, hereby convey and grant to Grantee, its successors and assigns, a permanent, non-exclusive easement (the "Utility Easement") over, under, in, along, across and upon the Property, in the location described on the attached and incorporated Exhibit A (the "Utility Easement Area") solely for the lawful construction, installation, maintenance, operation, repair, replacement and use of underground pipe, swale or utility structure and related equipment (the "Improvements"), and for access to the Utility Easement Area as depicted generally on the attached and incorporated Exhibit A.

2. Terms of Easement

2.1 Utility Easement. The Utility Easement shall commence on the effective date of this Agreement and shall run with the land and continue in full force and effect in perpetuity. The Utility Easement Area has been dedicated to the City of Fall River Community Utilities Department and/or such other body as may request or require such dedication in connection with Grantee's development of the Property. Grantor agrees to execute such documents as either grantee or any such body may deem necessary or desirable in connection with the installation of the improvements or in connection with any such dedication.

2.2 Reservation by Grantor/Non-Exclusive Use. All right, title and interest in and to any easement area under this Agreement which may be used and enjoyed without interfering with the rights conveyed by this Agreement are reserved to Grantor, provided, however, that Grantor shall not erect or maintain any buildings which may cause damage to or interfere with the improvements to be placed within the Utility Easement Area; or develop, landscape or beautify any easement area in any way which would unreasonably or materially increase the costs to Grantee of installing the Improvements or restoring any of the Easement Areas after such installation. This includes concrete driveways, fences and retaining walls. Covers, grates, access points, pipe ends and other such structures shall be left exposed and fully accessible. Swales,

culverts, drainage ditches, retention bases and other such surface structures shall not be filled or altered without the written approval of the Community Utilities. These structures must be maintained and cleaned for aesthetics by the property owner.

3. Construction of Utility Improvements.

3.1 Compliance with Laws. Grantee shall construct any improvements in a workman like manner and in compliance with the applicable statutes, ordinances, rules and regulations of all government public authorities as those statutes, ordinances, rules and regulations are amended from time to time.

3.2 Restoration. In the event the surface of any easement area is disturbed by Grantee's exercise of any of its easement rights under this Agreement such area shall be restored to loam and seeded area. Paved areas shall be restored with bituminous asphalt pavement.

4. General Provisions.

4.1 Covenants running with the Land/Assignment. The parties to this Agreement acknowledge and agree that the easements and other rights conferred by this Agreement are intended to, and do, constitute covenants that run with the land and shall inure to the benefit of and be binding upon the parties and their respective grantees, heirs, successors and assigns. Without limiting the foregoing, Grantor acknowledges that Grantee's rights under this Agreement are assignable; that Grantee may enter into agreements to sell or otherwise may transfer Grantee's Property, either to affiliates of Grantee or to third parties, and that Grantor hereby consents to Grantee's assignment of all of its right, title and interest and its delegation of all of its obligations created under this Agreement upon any such the sale or transfer and, upon any such assignment, Grantee shall be forever released and discharged from any and all claims, demands and damages which Grantor may have, make or suffer as a result of anything done or occurring after the date of such assignment. Nothing contained in this Section 4.1, however, shall in any way be construed as releasing Grantee's successors and assigns from any obligation's to Grantor created by this Agreement or to in any way limit Grantor's remedies at law or in equity as against such successors and assigns. Any proposed assignment set forth above shall be subject to approval by Grantor and such approval shall not be unreasonably withheld.

4.2 Effective Date. This Agreement shall be effective upon the date it is executed by an authorized representative of each signing party.

4.3 Authorized Representative. Each individual signing on behalf of a party to this Agreement states that he or she is the duly authorized representative of the signing party and that his or her signature on this Agreement has been duly authorized by, and creates the binding and enforceable obligation of, the party on whose behalf the representative is signing.

4.4 Notices. Any notice permitted or required by this Agreement shall be deemed received, if delivered, when actually received, or, if mailed, on the third day after mailing by registered or certified mail, postage prepaid, to the party's address set forth above in this Agreement, or to such other address designated in writing to the other parties.

4.5 Attorney's Fees. In the event of any dispute between the parties regarding the enforcement of effect of this Agreement, the non-prevailing party in any such dispute shall pay the prevailing party's reasonable attorney's fees and costs incurred. This agreement is not subject to arbitration.

4.6 Plan. Upon Grantor request, Grantee shall provide any plans that are on file.

4.7 Abandonment. In the event Grantee or its successors and assigns abandon or terminate their use of all of the improvements for a period of thirty-six (36) consecutive months, this Agreement and all easement rights granted there under shall terminate.

4.8 Further Cooperation. Each of the signatories to this Agreement agree to execute such other documents and to perform such other acts as may be reasonably necessary or desirable to further the expressed and intent purpose of this agreement, including, without limitation, Grantee shall obtain and record a subordination (of any presently existing mortgage or other lien) to these easements.

4.9 The undersigned hereby covenants and warrants that Grantor owns the said land described herein and the undersigned, as or on behalf of Grantor, has the right to grant these easements.

5. Attachments included.

5.1 Meets & Bounds.

5.2 Survey Plan.

IN WITNESS WHEREOF, the Grantor has duly authorized and caused this Utility Easement and Temporary Access/Construction Easement to be executed in its name as of the day and year first herein written.

WITNESSES:

GRANTOR:

Print Name: _____

Print Name/Title: _____

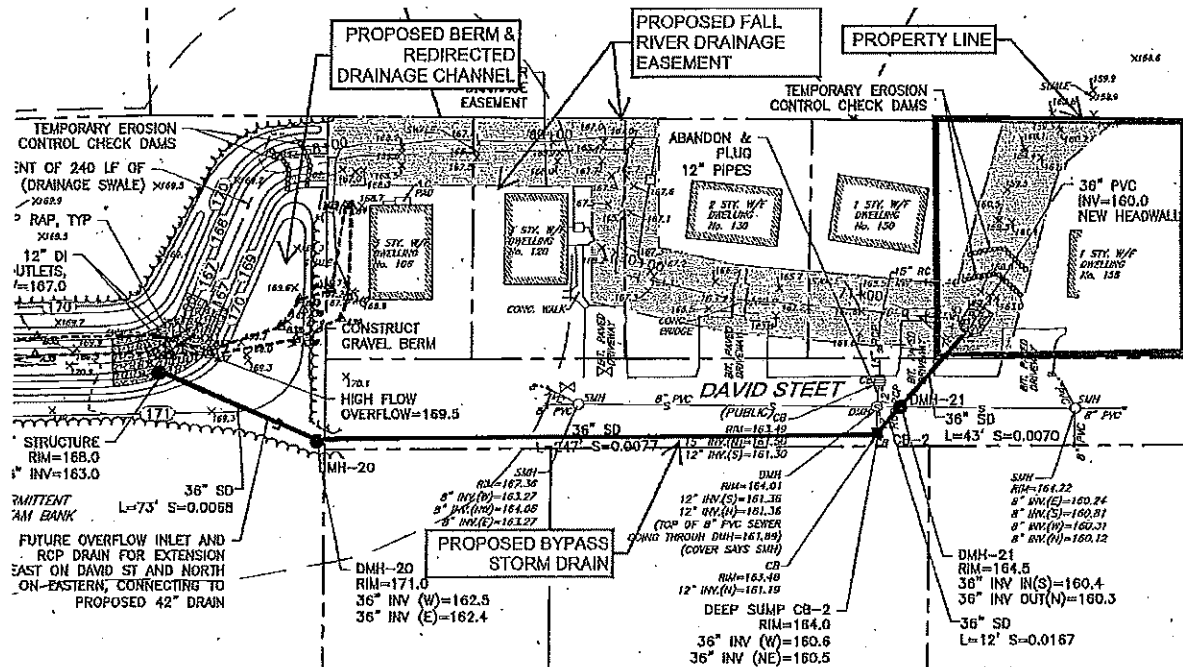
Print Name: _____

Its: _____

On this ____ day of _____, 2018, before me personally appeared

EXHIBIT A – Meets & Bounds

EXHIBIT B – Plan Showing Easement
(See draft plan below – to be replaced with final plan)



Prepared by and return to :
City of Fall River Sewer Division
One Government Center
Fall River, MA 02722

UTILITY EASEMENT

THIS UTILITY EASEMENT AND TEMPORARY ACCESS/CONSTRUCTION EASEMENT granted this ____ day of _____, 2018, by and between Mr. Leonildo Sousa, (the "Grantor"), whose mailing address is 120 David Street, Fall River, Massachusetts, and the CITY OF FALL RIVER, a Massachusetts municipal corporation and body, politic and corporation, (the "Grantee"), whose mailing address is One Government Center, Fall River, MA 02722: (Wherever used herein the terms "Grantor" and "Grantee" include all the parties to this instrument and their respective heirs, legal representatives, successors and assigns).

1. Grant of Easements

1.1 Utility Easement. Grantor owns the property located in Fall River, Massachusetts, a legal depiction of which is attached hereto as Exhibit A (the "Property"). Grantor, for themselves and for their successors and assigns, hereby convey and grant to Grantee, its successors and assigns, a permanent, non-exclusive easement (the "Utility Easement") over, under, in, along, across and upon the Property, in the location described on the attached and incorporated Exhibit A (the "Utility Easement Area") solely for the lawful construction, installation, maintenance, operation, repair, replacement and use of underground pipe, swale or utility structure and related equipment (the "Improvements"), and for access to the Utility Easement Area as depicted generally on the attached and incorporated Exhibit A.

2. Terms of Easement

2.1 Utility Easement. The Utility Easement shall commence on the effective date of this Agreement and shall run with the land and continue in full force and effect in perpetuity. The Utility Easement Area has been dedicated to the City of Fall River Community Utilities Department and/or such other body as may request or require such dedication in connection with Grantee's development of the Property. Grantor agrees to execute such documents as either grantee or any such body may deem necessary or desirable in connection with the installation of the improvements or in connection with any such dedication.

2.2 Reservation by Grantor/Non-Exclusive Use. All right, title and interest in and to any easement area under this Agreement which may be used and enjoyed without interfering with the rights conveyed by this Agreement are reserved to Grantor, provided, however, that Grantor shall not erect or maintain any buildings which may cause damage to or interfere with the improvements to be placed within the Utility Easement Area; or develop, landscape or beautify any easement area in any way which would unreasonably or materially increase the costs to Grantee of installing the Improvements or restoring any of the Easement Areas after such installation. This includes concrete driveways, fences and retaining walls. Covers, grates, access points, pipe ends and other such structures shall be left exposed and fully accessible. Swales,

culverts, drainage ditches, retention bases and other such surface structures shall not be filled or altered without the written approval of the Department of Community Utilities. These structures must be maintained and cleaned for aesthetics by the property owner.

3. Construction of Utility Improvements.

3.1 Compliance with Laws. Grantee shall construct any improvements in a workman like manner and in compliance with the applicable statutes, ordinances, rules and regulations of all government public authorities as those statutes, ordinances, rules and regulations are amended from time to time.

3.2 Restoration. In the event the surface of any easement area is disturbed by Grantee's exercise of any of its easement rights under this Agreement such area shall be restored to loam and seeded area. Paved areas shall be restored with bituminous asphalt pavement.

4. General Provisions.

4.1 Covenants running with the Land/Assignment. The parties to this Agreement acknowledge and agree that the easements and other rights conferred by this Agreement are intended to, and do, constitute covenants that run with the land and shall inure to the benefit of and be binding upon the parties and their respective grantees, heirs, successors and assigns. Without limiting the foregoing, Grantor acknowledges that Grantee's rights under this Agreement are assignable; that Grantee may enter into agreements to sell or otherwise may transfer Grantee's Property, either to affiliates of Grantee or to third parties, and that Grantor hereby consents to Grantee's assignment of all of its right, title and interest and its delegation of all of its obligations created under this Agreement upon any such the sale or transfer and, upon any such assignment, Grantee shall be forever released and discharged from any and all claims, demands and damages which Grantor may have, make or suffer as a result of anything done or occurring after the date of such assignment. Nothing contained in this Section 4.1, however, shall in any way be construed as releasing Grantee's successors and assigns from any obligation's to Grantor created by this Agreement or to in any way limit Grantor's remedies at law or in equity as against such successors and assigns. Any proposed assignment set forth above shall be subject to approval by Grantor and such approval shall not be unreasonably withheld.

4.2 Effective Date. This Agreement shall be effective upon the date it is executed by an authorized representative of each signing party.

4.3 Authorized Representative. Each individual signing on behalf of a party to this Agreement states that he or she is the duly authorized representative of the signing party and that his or her signature on this Agreement has been duly authorized by, and creates the binding and enforceable obligation of, the party on whose behalf the representative is signing.

4.4 Notices. Any notice permitted or required by this Agreement shall be deemed received, if delivered, when actually received, or, if mailed, on the third day after mailing by registered or certified mail, postage prepaid, to the party's address set forth above in this Agreement, or to such other address designated in writing to the other parties.

4.5 Attorney's Fees. In the event of any dispute between the parties regarding the enforcement of effect of this Agreement, the non-prevailing party in any such dispute shall pay the prevailing party's reasonable attorney's fees and costs incurred. This agreement is not subject to arbitration.

4.6 Plan. Upon Grantor request, Grantee shall provide any plans that are on file.

4.7 Abandonment. In the event Grantee or its successors and assigns abandon or terminate their use of all of the improvements for a period of thirty-six (36) consecutive months, this Agreement and all easement rights granted there under shall terminate.

4.8 Further Cooperation. Each of the signatories to this Agreement agree to execute such other documents and to perform such other acts as may be reasonably necessary or desirable to further the expressed and intent purpose of this agreement, including, without limitation, Grantee shall obtain and record a subordination (of any presently existing mortgage or other lien) to these easements.

4.9 The undersigned hereby covenants and warrants that Grantor owns the said land described herein and the undersigned, as or on behalf of Grantor, has the right to grant these easements.

5. Attachments included.

5.1 Meets & Bounds.

5.2 Survey Plan.

IN WITNESS WHEREOF, the Grantor has duly authorized and caused this Utility Easement and Temporary Access/Construction Easement to be executed in its name as of the day and year first herein written.

WITNESSES:

Print Name: _____

Print Name: _____

GRANTOR:

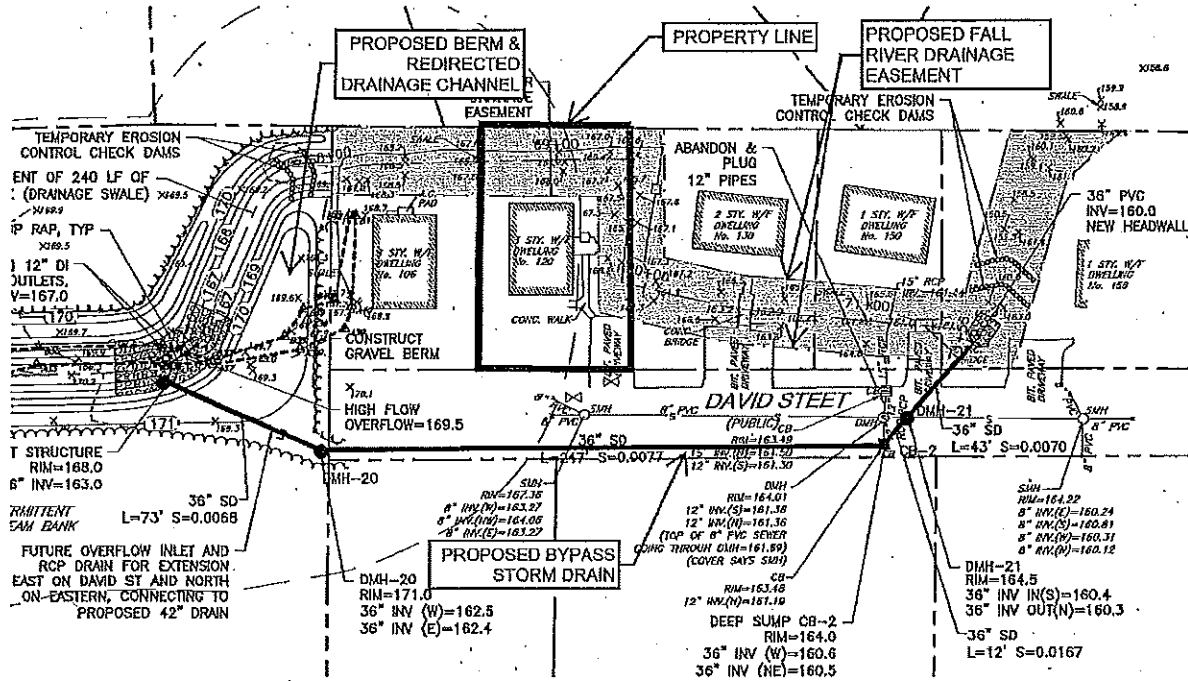
Print Name/Title: _____

Its: _____

On this ____ day of _____, 2018, before me personally appeared

EXHIBIT A – Meets & Bounds

EXHIBIT B – Plan Showing Easement
(See draft plan below – to be replaced with final plan)



Prepared by and return to :
City of Fall River Sewer Division
One Government Center
Fall River, MA 02722

UTILITY EASEMENT

THIS UTILITY EASEMENT AND TEMPORARY ACCESS/CONSTRUCTION EASEMENT granted this ____ day of _____, 2018, by and between Ms. Lori Andrade, (the "Grantor"), whose mailing address is 130 David Street, Fall River, Massachusetts, and the CITY OF FALL RIVER, a Massachusetts municipal corporation and body, politic and corporation, (the "Grantee"), whose mailing address is One Government Center, Fall River, MA 02722: (Wherever used herein the terms "Grantor" and "Grantee" include all the parties to this instrument and their respective heirs, legal representatives, successors and assigns).

1. Grant of Easements

1.1 Utility Easement. Grantor owns the property located in Fall River, Massachusetts, a legal depiction of which is attached hereto as Exhibit A (the "Property"). Grantor, for themselves and for their successors and assigns, hereby convey and grant to Grantee, its successors and assigns, a permanent, non-exclusive easement (the "Utility Easement") over, under, in, along, across and upon the Property, in the location described on the attached and incorporated Exhibit A (the "Utility Easement Area") solely for the lawful construction, installation, maintenance, operation, repair, replacement and use of underground pipe, swale or utility structure and related equipment (the "Improvements"), and for access to the Utility Easement Area as depicted generally on the attached and incorporated Exhibit A.

2. Terms of Easement

2.1 Utility Easement. The Utility Easement shall commence on the effective date of this Agreement and shall run with the land and continue in full force and effect in perpetuity. The Utility Easement Area has been dedicated to the City of Fall River Community Utilities Department and/or such other body as may request or require such dedication in connection with Grantee's development of the Property. Grantor agrees to execute such documents as either grantee or any such body may deem necessary or desirable in connection with the installation of the improvements or in connection with any such dedication.

2.2 Reservation by Grantor/Non-Exclusive Use. All right, title and interest in and to any easement area under this Agreement which may be used and enjoyed without interfering with the rights conveyed by this Agreement are reserved to Grantor, provided, however, that Grantor shall not erect or maintain any buildings which may cause damage to or interfere with the improvements to be placed within the Utility Easement Area; or develop, landscape or beautify any easement area in any way which would unreasonably or materially increase the costs to Grantee of installing the Improvements or restoring any of the Easement Areas after such installation. This includes concrete driveways, fences and retaining walls. Covers, grates, access points, pipe ends and other such structures shall be left exposed and fully accessible. Swales,

culverts, drainage ditches, retention bases and other such surface structures shall not be filled or altered without the written approval of the Department of Community Utilities. These structures must be maintained and cleaned for aesthetics by the property owner.

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3.2 Restoration. In the event the surface of any easement area is disturbed by Grantee's exercise of any of its easement rights under this Agreement such area shall be restored to loam and seeded area. Paved areas shall be restored with bituminous asphalt pavement.

4. General Provisions.

4.1 Covenants running with the Land/Assignment. The parties to this Agreement acknowledge and agree that the easements and other rights conferred by this Agreement are intended to, and do, constitute covenants that run with the land and shall inure to the benefit of and be binding upon the parties and their respective grantees, heirs, successors and assigns. Without limiting the foregoing, Grantor acknowledges that Grantee's rights under this Agreement are assignable; that Grantee may enter into agreements to sell or otherwise may transfer Grantee's Property, either to affiliates of Grantee or to third parties, and that Grantor hereby consents to Grantee's assignment of all of its right, title and interest and its delegation of all of its obligations created under this Agreement upon any such the sale or transfer and, upon any such assignment, Grantee shall be forever released and discharged from any and all claims, demands and damages which Grantor may have, make or suffer as a result of anything done or occurring after the date of such assignment. Nothing contained in this Section 4.1, however, shall in any way be construed as releasing Grantee's successors and assigns from any obligation's to Grantor created by this Agreement or to in any way limit Grantor's remedies at law or in equity as against such successors and assigns. Any proposed assignment set forth above shall be subject to approval by Grantor and such approval shall not be unreasonably withheld.

4.2 Effective Date. This Agreement shall be effective upon the date it is executed by an authorized representative of each signing party.

4.3 Authorized Representative. Each individual signing on behalf of a party to this Agreement states that he or she is the duly authorized representative of the signing party and that his or her signature on this Agreement has been duly authorized by, and creates the binding and enforceable obligation of, the party on whose behalf the representative is signing.

4.4 Notices. Any notice permitted or required by this Agreement shall be deemed received, if delivered, when actually received, or, if mailed, on the third day after mailing by registered or certified mail, postage prepaid, to the party's address set forth above in this Agreement, or to such other address designated in writing to the other parties.

4.5 Attorney's Fees. In the event of any dispute between the parties regarding the enforcement of effect of this Agreement, the non-prevailing party in any such dispute shall pay the prevailing party's reasonable attorney's fees and costs incurred. This agreement is not subject to arbitration.

4.6 Plan. Upon Grantor request, Grantee shall provide any plans that are on file.

4.7 Abandonment. In the event Grantee or its successors and assigns abandon or terminate their use of all of the improvements for a period of thirty-six (36) consecutive months, this Agreement and all easement rights granted there under shall terminate.

4.8 Further Cooperation. Each of the signatories to this Agreement agree to execute such other documents and to perform such other acts as may be reasonably necessary or desirable to further the expressed and intent purpose of this agreement, including, without limitation, Grantee shall obtain and record a subordination (of any presently existing mortgage or other lien) to these easements.

4.9 The undersigned hereby covenants and warrants that Grantor owns the said land described herein and the undersigned, as or on behalf of Grantor, has the right to grant these easements.

5. Attachments included.

5.1 Meets & Bounds.

5.2 Survey Plan.

IN WITNESS WHEREOF, the Grantor has duly authorized and caused this Utility Easement and Temporary Access/Construction Easement to be executed in its name as of the day and year first herein written.

WITNESSES:

GRANTOR:

Print Name: _____

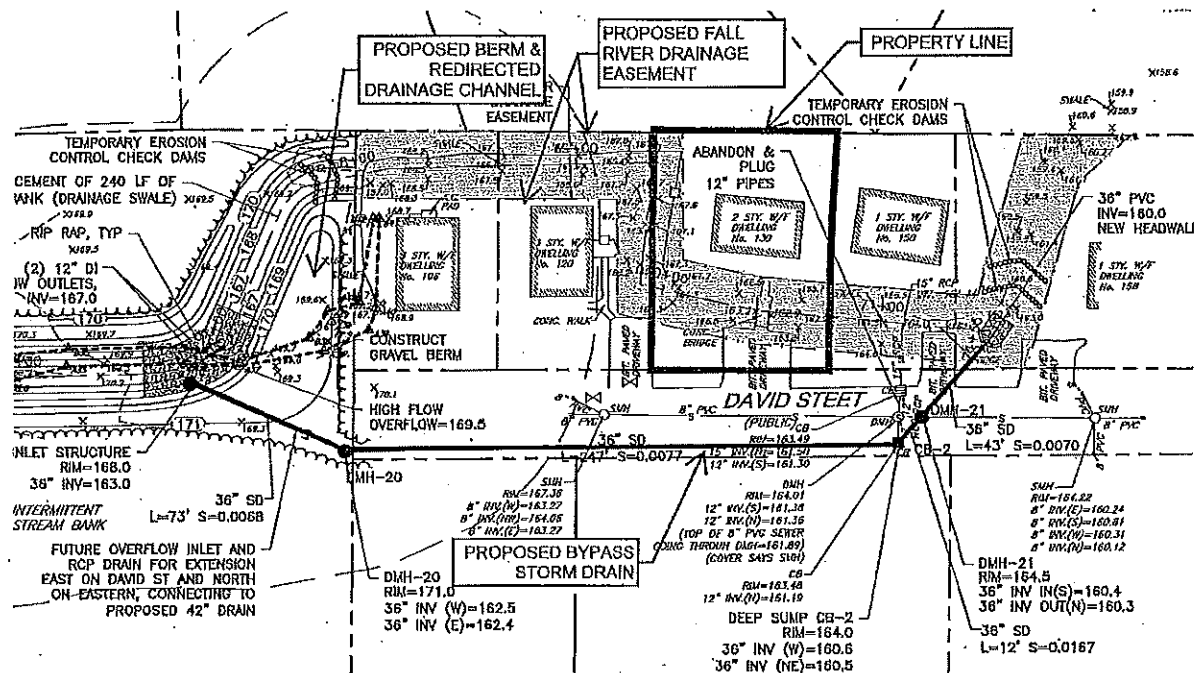
Print Name/Title: _____

Print Name: _____

Its: _____

On this ____ day of _____, 2018, before me personally appeared

EXHIBIT A – Meets & Bounds



Prepared by and return to :
 City of Fall River Sewer Division
 One Government Center
 Fall River, MA 02722

UTILITY EASEMENT

THIS UTILITY EASEMENT AND TEMPORARY ACCESS/CONSTRUCTION EASEMENT granted this ____ day of _____, 2018, by and between Mr. Leonildo Sousa, (the "Grantor"), whose mailing address is 106 David Street, Fall River, Massachusetts, and the CITY OF FALL RIVER, a Massachusetts municipal corporation and body, politic and corporation, (the "Grantee"), whose mailing address is One Government Center, Fall River, MA 02722: (Wherever used herein the terms "Grantor" and "Grantee" include all the parties to this instrument and their respective heirs, legal representatives, successors and assigns).

1. Grant of Easements

1.1 Utility Easement. Grantor owns the property located in Fall River, Massachusetts, a legal depiction of which is attached hereto as Exhibit A (the "Property"). Grantor, for themselves and for their successors and assigns, hereby convey and grant to Grantee, its successors and assigns, a permanent, non-exclusive easement (the "Utility Easement") over, under, in, along, across and upon the Property, in the location described on the attached and incorporated Exhibit A (the "Utility Easement Area") solely for the lawful construction, installation, maintenance, operation, repair, replacement and use of underground pipe, swale or utility structure and related equipment (the "Improvements"), and for access to the Utility Easement Area as depicted generally on the attached and incorporated Exhibit A.

2. Terms of Easement

2.1 Utility Easement. The Utility Easement shall commence on the effective date of this Agreement and shall run with the land and continue in full force and effect in perpetuity. The Utility Easement Area has been dedicated to the City of Fall River Community Utilities Department and/or such other body as may request or require such dedication in connection with Grantee's development of the Property. Grantor agrees to execute such documents as either grantee or any such body may deem necessary or desirable in connection with the installation of the improvements or in connection with any such dedication.

2.2 Reservation by Grantor/Non-Exclusive Use. All right, title and interest in and to any easement area under this Agreement which may be used and enjoyed without interfering with the rights conveyed by this Agreement are reserved to Grantor, provided, however, that Grantor shall not erect or maintain any buildings which may cause damage to or interfere with the improvements to be placed within the Utility Easement Area; or develop, landscape or beautify any easement area in any way which would unreasonably or materially increase the costs to Grantee of installing the Improvements or restoring any of the Easement Areas after such installation. This includes concrete driveways, fences and retaining walls. Covers, grates, access points, pipe ends and other such structures shall be left exposed and fully accessible. Swales,

culverts, drainage ditches, retention bases and other such surface structures shall not be filled or altered without the written approval of the Department of Community Utilities. These structures must be maintained and cleaned for aesthetics by the property owner.

3. Construction of Utility Improvements.

3.1. Compliance with Laws. Grantee shall construct any improvements in a workman like manner and in compliance with the applicable statutes, ordinances, rules and regulations of all government public authorities as those statutes, ordinances, rules and regulations are amended from time to time.

3.2. Restoration. In the event the surface of any easement area is disturbed by Grantee's exercise of any of its easement rights under this Agreement such area shall be restored to loam and seeded area. Paved areas shall be restored with bituminous asphalt pavement.

4. General Provisions.

4.1. Covenants running with the Land/Assignment. The parties to this Agreement acknowledge and agree that the easements and other rights conferred by this Agreement are intended to, and do, constitute covenants that run with the land and shall inure to the benefit of and be binding upon the parties and their respective grantees, heirs, successors and assigns. Without limiting the foregoing, Grantor acknowledges that Grantee's rights under this Agreement are assignable; that Grantee may enter into agreements to sell or otherwise may transfer Grantee's Property, either to affiliates of Grantee or to third parties, and that Grantor hereby consents to Grantee's assignment of all of its right, title and interest and its delegation of all of its obligations created under this Agreement upon any such the sale or transfer and, upon any such assignment, Grantee shall be forever released and discharged from any and all claims, demands and damages which Grantor may have, make or suffer as a result of anything done or occurring after the date of such assignment. Nothing contained in this Section 4.1, however, shall in any way be construed as releasing Grantee's successors and assigns from any obligation's to Grantor created by this Agreement or to in any way limit Grantor's remedies at law or in equity as against such successors and assigns. Any proposed assignment set forth above shall be subject to approval by Grantor and such approval shall not be unreasonably withheld.

4.2. Effective Date. This Agreement shall be effective upon the date it is executed by an authorized representative of each signing party.

4.3. Authorized Representative. Each individual signing on behalf of a party to this Agreement states that he or she is the duly authorized representative of the signing party and that his or her signature on this Agreement has been duly authorized by, and creates the binding and enforceable obligation of, the party on whose behalf the representative is signing.

4.4. Notices. Any notice permitted or required by this Agreement shall be deemed received, if delivered, when actually received, or, if mailed, on the third day after mailing by registered or certified mail, postage prepaid, to the party's address set forth above in this Agreement, or to such other address designated in writing to the other parties.

4.5 Attorney's Fees. In the event of any dispute between the parties regarding the enforcement of effect of this Agreement, the non-prevailing party in any such dispute shall pay the prevailing party's reasonable attorney's fees and costs incurred. This agreement is not subject to arbitration.

4.6 Plan. Upon Grantor request, Grantee shall provide any plans that are on file.

4.7 Abandonment. In the event Grantee or its successors and assigns abandon or terminate their use of all of the improvements for a period of thirty-six (36) consecutive months, this Agreement and all easement rights granted there under shall terminate.

4.8 Further Cooperation. Each of the signatories to this Agreement agree to execute such other documents and to perform such other acts as may be reasonably necessary or desirable to further the expressed and intent purpose of this agreement, including, without limitation, Grantee shall obtain and record a subordination (of any presently existing mortgage or other lien) to these easements.

4.9 The undersigned hereby covenants and warrants that Grantor owns the said land described herein and the undersigned, as or on behalf of Grantor, has the right to grant these easements.

5. Attachments included.

5.1 Meets & Bounds.

5.2 Survey Plan.

IN WITNESS WHEREOF, the Grantor has duly authorized and caused this Utility Easement and Temporary Access/Construction Easement to be executed in its name as of the day and year first herein written.

WITNESSES:

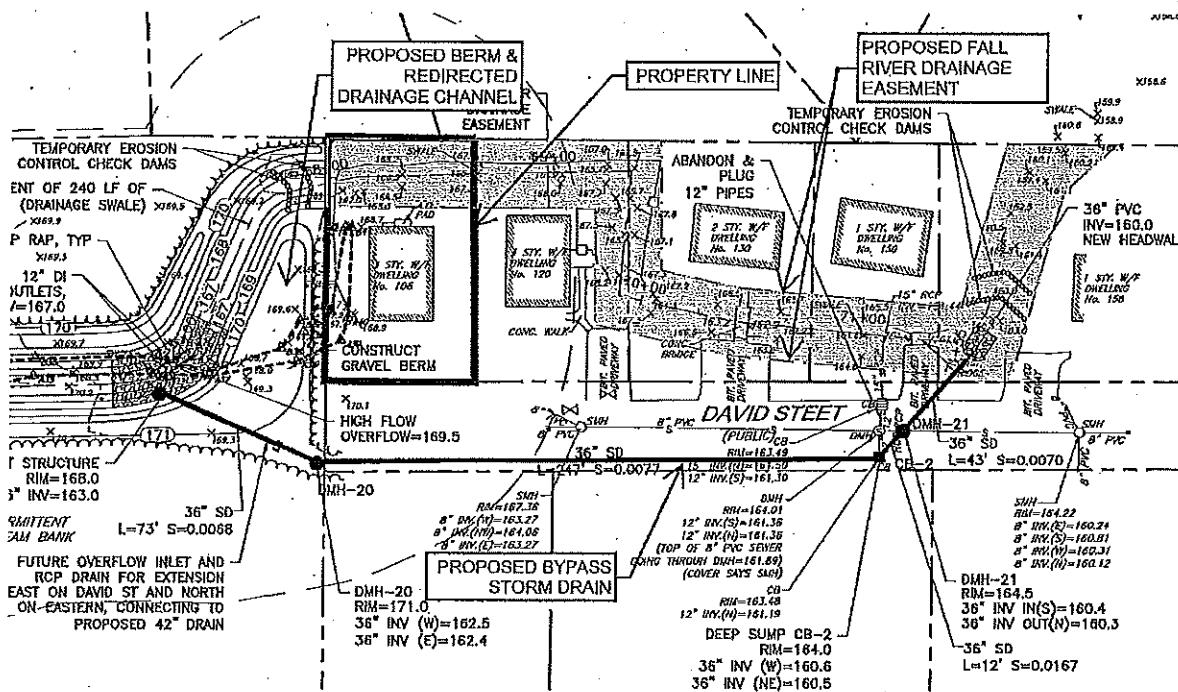
GRANTOR:

Print Name: _____
Print Name: _____

Print Name/Title: _____
Its: _____

On this ____ day of _____, 2018, before me personally appeared

EXHIBIT A – Meets & Bounds



Prepared by and return to :
City of Fall River Sewer Division
One Government Center
Fall River, MA 02722

UTILITY EASEMENT

THIS UTILITY EASEMENT AND TEMPORARY ACCESS/CONSTRUCTION EASEMENT granted this ____ day of _____, 2018, by and between Mr. Alexander Tavares and Anna Paula Luppi Tavares, (the "Grantor"), whose mailing address is 768 N Eastern Avenue, Fall River, Massachusetts, and the CITY OF FALL RIVER, a Massachusetts municipal corporation and body, politic and corporation, (the "Grantee"), whose mailing address is One Government Center, Fall River, MA 02722: (Wherever used herein the terms "Grantor" and "Grantee" include all the parties to this instrument and their respective heirs, legal representatives, successors and assigns).

1. Grant of Easements

1.1 Utility Easement. Grantor owns the property located in Fall River, Massachusetts, a legal depiction of which is attached hereto as Exhibit A (the "Property"). Grantor, for themselves and for their successors and assigns, hereby convey and grant to Grantee, its successors and assigns, a permanent, non-exclusive easement (the "Utility Easement") over, under, in, along, across and upon the Property, in the location described on the attached and incorporated Exhibit A (the "Utility Easement Area") solely for the lawful construction, installation, maintenance, operation, repair, replacement and use of underground pipe, swale or utility structure and related equipment (the "Improvements"), and for access to the Utility Easement Area as depicted generally on the attached and incorporated Exhibit A.

2. Terms of Easement

2.1 Utility Easement. The Utility Easement shall commence on the effective date of this Agreement and shall run with the land and continue in full force and effect in perpetuity. The Utility Easement Area has been dedicated to the City of Fall River Community Utilities Department and/or such other body as may request or require such dedication in connection with Grantee's development of the Property. Grantor agrees to execute such documents as either grantee or any such body may deem necessary or desirable in connection with the installation of the improvements or in connection with any such dedication.

2.2 Reservation by Grantor/Non-Exclusive Use. All right, title and interest in and to any easement area under this Agreement which may be used and enjoyed without interfering with the rights conveyed by this Agreement are reserved to Grantor, provided, however, that Grantor shall not erect or maintain any buildings which may cause damage to or interfere with the improvements to be placed within the Utility Easement Area; or develop, landscape or beautify any easement area in any way which would unreasonably or materially increase the costs to Grantee of installing the Improvements or restoring any of the Easement Areas after such installation. This includes concrete driveways, fences and retaining walls. Covers, grates, access points, pipe ends and other such structures shall be left exposed and fully accessible. Swales,

culverts, drainage ditches, retention bases and other such surface structures shall not be filled or altered without the written approval of the Department of Community Utilities. These structures must be maintained and cleaned for aesthetics by the property owner.

3. Construction of Utility Improvements.

3.1 Compliance with Laws. Grantee shall construct any improvements in a workman like manner and in compliance with the applicable statutes, ordinances, rules and regulations of all government public authorities as those statutes, ordinances, rules and regulations are amended from time to time.

3.2 Restoration. In the event the surface of any easement area is disturbed by Grantee's exercise of any of its easement rights under this Agreement such area shall be restored to loam and seeded area. Paved areas shall be restored with bituminous asphalt pavement.

4. General Provisions.

4.1 Covenants running with the Land/Assignment. The parties to this Agreement acknowledge and agree that the easements and other rights conferred by this Agreement are intended to, and do, constitute covenants that run with the land and shall inure to the benefit of and be binding upon the parties and their respective grantees, heirs, successors and assigns. Without limiting the foregoing, Grantor acknowledges that Grantee's rights under this Agreement are assignable; that Grantee may enter into agreements to sell or otherwise may transfer Grantee's Property, either to affiliates of Grantee or to third parties, and that Grantor hereby consents to Grantee's assignment of all of its right, title and interest and its delegation of all of its obligations created under this Agreement upon any such the sale or transfer and, upon any such assignment, Grantee shall be forever released and discharged from any and all claims, demands and damages which Grantor may have, make or suffer as a result of anything done or occurring after the date of such assignment. Nothing contained in this Section 4.1, however, shall in any way be construed as releasing Grantee's successors and assigns from any obligation's to Grantor created by this Agreement or to in any way limit Grantor's remedies at law or in equity as against such successors and assigns. Any proposed assignment set forth above shall be subject to approval by Grantor and such approval shall not be unreasonably withheld.

4.2 Effective Date. This Agreement shall be effective upon the date it is executed by an authorized representative of each signing party.

4.3 Authorized Representative. Each individual signing on behalf of a party to this Agreement states that he or she is the duly authorized representative of the signing party and that his or her signature on this Agreement has been duly authorized by, and creates the binding and enforceable obligation of, the party on whose behalf the representative is signing.

4.4 Notices. Any notice permitted or required by this Agreement shall be deemed received, if delivered, when actually received, or, if mailed, on the third day after mailing by registered or certified mail, postage prepaid, to the party's address set forth above in this Agreement, or to such other address designated in writing to the other parties.

4.5 Attorney's Fees. In the event of any dispute between the parties regarding the enforcement of effect of this Agreement, the non-prevailing party in any such dispute shall pay the prevailing party's reasonable attorney's fees and costs incurred. This agreement is not subject to arbitration.

4.6 Plan. Upon Grantor request, Grantee shall provide any plans that are on file.

4.7 Abandonment. In the event Grantee or its successors and assigns abandon or terminate their use of all of the improvements for a period of thirty-six (36) consecutive months, this Agreement and all easement rights granted there under shall terminate.

4.8 Further Cooperation. Each of the signatories to this Agreement agree to execute such other documents and to perform such other acts as may be reasonably necessary or desirable to further the expressed and intent purpose of this agreement, including, without limitation, Grantee shall obtain and record a subordination (of any presently existing mortgage or other lien) to these easements.

4.9 The undersigned hereby covenants and warrants that Grantor owns the said land described herein and the undersigned, as or on behalf of Grantor, has the right to grant these easements.

5. Attachments included.

5.1 Meets & Bounds.

5.2 Survey Plan.

IN WITNESS WHEREOF, the Grantor has duly authorized and caused this Utility Easement and Temporary Access/Construction Easement to be executed in its name as of the day and year first herein written.

WITNESSES:

GRANTOR:

Print Name: _____

Print Name/Title: _____

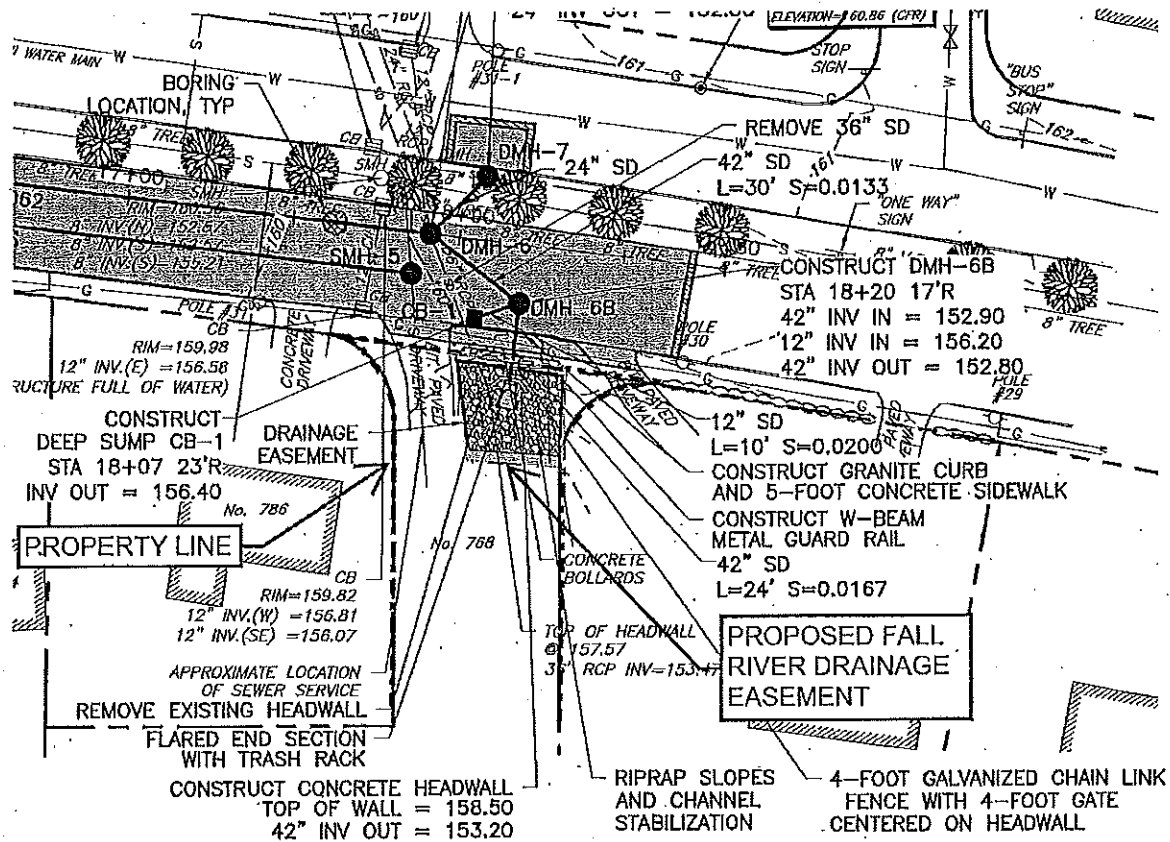
Print Name: _____

Its: _____

On this ____ day of _____, 2018, before me personally appeared

EXHIBIT A – Meets & Bounds

EXHIBIT B – Plan Showing Easement
(See draft plan below – to be replaced with final plan)



Resolution – Status of King Philip Mill
CITY OF FALL RIVER

4

To the City Council

Councillors:

The Committee on Finance, at a meeting held on January 9, 2018, voted unanimously to recommend that the accompanying resolution be referred to the Committee on Real Estate.

Alison M Bouchard
City Clerk

City of Fall River, In City Council

4

(Councilor Raymond A. Mitchell)

WHEREAS, the King Philip Mill site has been undergoing various changes regarding financing and zoning, and

WHEREAS, the area residents are questioning the status of this property, now therefore

BE IT RESOLVED, that the Administration be invited to a future meeting of the Committee on Finance to present an update on the status of this property.

In City Council, September 26, 2017
Adopted

A true copy. Attest:

Alison M. Bouchard

City Clerk

10-10-17
Filed.
1-9-18
Ref. to R.E. Comm

CITY OF FALL RIVER

5

To the City Council

Councillors:

The Committee on Finance, at a meeting held on January 9, 2018, voted unanimously to recommend that the accompanying financial orders be referred to the Committee on Economic Development and Tourism.

Alison M. Bauchard
City Clerk

City of Fall River, In City Council

5

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.

CITY OF FALL RIVER
IN CITY COUNCIL
APR 11 2017

Referred to the
Com. on Finance

1-9-18
- GFW 14,800
- Economic Dev. Trust

City of Fall River, *In City Council*

5

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.

8

CITY OF FALL RIVER
IN CITY COUNCIL

APR 11 2017

*Referred to the
Comm. on Finance*

City of Fall River, *In City Council*

5
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.

CITY OF FALL RIVER
IN CITY COUNCIL

APR 11 2017

*Ref. to the
Comm. on finance*

Resolution – Grant Writer
CITY OF FALL RIVER

6

To the City Council

Councillors:

The Committee on Finance, at a meeting held on January 9, 2018, voted unanimously to recommend that the accompanying resolution be granted leave to withdraw.

Alison M. Baucherel
City Clerk

6

City of Fall River, In City Council

(Councilor Richard Cabeceiras)

WHEREAS, Fall River has been without a grant writer for months, and

WHEREAS, a grant writer generates a sizable return on investment for the community, now therefore

BE IT RESOLVED, that the Administration be invited to a future meeting of the Committee on Finance to discuss what steps it has taken and will take to hire a grant writer.

In City Council, April 25, 2017

Adopted

A true copy. Attest:

Alison M. Bouchard

City Clerk

1-9-18
BCTW

City of Fall River, *In City Council*

7

(Councilor Bradford L. Kilby)

WHEREAS, the City of Fall River has uncertain financial obligations, and

WHEREAS, a new B.M.C. Durfee High School ballot question is going before the voters on March 6, 2018 requesting a debt exclusion and, if approved, will increase the burden on taxpayers, and

WHEREAS, the Administration has increased the contractual salaries of the City Administrator and the Director of Financial Services by approximately 17% and 50%, respectively, now therefore

BE IT RESOLVED, that the City Council Committee on Finance convene with the Administration to justify these increases and that a legal opinion from Corporation Counsel be presented at such meeting determining whether or not under the new City Charter City Council approval was required for the Director of Financial Services position since it changed from part time to full time.

City of Fall River, *In City Council*

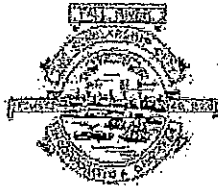
8

(Council President Cliff Ponte)

WHEREAS, staffing for both Police and Fire are a top priority in our City, and

WHEREAS, state officials announced that the Fall River Police Department is receiving \$476,000 while the Fall River Fire Department is slated to receive \$440,000, now therefore

BE IT RESOLVED, that the City Council Committee on Finance convene with the finance team at a future meeting to discuss spending and staffing.



City of Fall River
Notice of Claim

RECEIVED

2018 JAN -9 A 11:12

CITY CLERK 18-1
FALL RIVER, MA

1. Claimant's name: BRUNO MOURA
2. Claimant's complete address: 805 WARREN ST, Fall River MA 02721
3. Telephone number: Home: 774-319-3896 Work: 774-319-3896
4. Nature of claim: (e.g., auto accident, slip and fall on public way or property damage):
Sewer backed up into my basement
5. Date and time of accident: 1-7-18 Amount of damages claimed: \$ 3,500
6. Exact location of the incident: (Include as much detail as possible):
At 805 WARREN ST
7. Circumstances of the incident: (attach additional pages if necessary):
I had sewer water coming back into my basement, I have food, poop anything you can think of in my basement. The smell is really bad and I also have a one year old son and a 9 year old foster child breathing everything
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: 1-7-18

Claimant's signature: Bruno S. Moura

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 ☐ Sewer dept Date: JAN - 9 2018

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

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

**MEMBER MA & RI BAR

LAW OFFICES

BRIAN CUNHA

& ASSOCIATES

January 9, 2018

311 PINE STREET
FALL RIVER, MASSACHUSETTS 02720
(508) 675-9500

FAX: (508) 679-6360

WEBSITE: www.briancunha.com

**NOTICE PURSUANT TO M.G.L., CHAPTER 258,
THE TORT CLAIMS ACT**

City Clerk's Office
City of Fall River
One Government Center
Fall River, MA 02722

RE: Our Client: Kimberly Gillette
Employer: City of Fall River
Employee: Michael DeSousa
Date of Inj. 12/14/2017

RECEIVED
2018 JAN 11 P 12:16
CITY CLERK
FALL RIVER, MA

Sir/Madam:

Please be advised that firm has been retained to represent the above-named, Kimberly Gillette with regard to personal injuries she sustained on December 14, 2017 at approximately 9:23 a.m. Ms. Kimberly Gillette was a restrained front seat passenger in a motor vehicle being operated by Joshua Costa and traveling Highland Avenue in Fall River, Massachusetts. At the same time, a truck owned by the City of Fall River and operated by Mr. Michael DeSousa was traveling on Corbett Street while plowing snow from the road. The plow truck slid and the blade from the snowplow struck the vehicle that Ms. Gillette was riding in, causing personal injuries to Ms. Gillette. A copy of the police report has been attached hereto as "Exhibit A".

As result of the negligence of Ms. Gillette, our client was caused to suffer personal injuries to her back and neck.

To the extent that this motor vehicle accident was caused by the negligence of a City of Fall River employee, in a truck owned by the City of Fall River, this notice is presented pursuant to M.G.L. Chapter 258.

Upon your receipt of this notice, and any necessary investigation on your part, kindly contact my office with regard to an amicable resolution of this matter.

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

Sharon D. Sybel, Esq.

SDS/mcp
Encl.

Regular U.S. first Class Mail and
Certified Mail Return Receipt No: 7017 0660 0000 7524 5387

1 cc + 1 copy - Law
1 copy - CC
1 copy - clerk
1 copy - DCM

TOLL FREE
1-800-322-8300

NEW BEDFORD, MA
(508) 991-2100

E. PROVIDENCE, RI
(401) 494-5300



City of Fall River
Notice of Claim

RECEIVED

2018 JAN 12 P 2:19

CITY CLERK #18-03
FALL RIVER, MA

1. Claimant's name: Humberto Corrao
2. Claimant's complete address: 672 Bedford St Fall River ma 02702
3. Telephone number: Home: 508-5149362 Work: _____
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: 1-11-18 Amount of damages claimed: \$ 2000.00
6. Exact location of the incident: (include as much detail as possible):
672 Bedford St Fall River ma, 02720
7. Circumstances of the incident: (attach additional pages if necessary):
Frozen pipe from side walk to the main. Unfreeze the line and with the pressure blow out the shut off, City can not be able to shut off the water, because of that it took long hours to resolved the problem.
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: 1-12-18

Claimant's signature: Humberto Corrao

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 ☒ water Date: 1/12/18



14

RECEIVED

City of Fall River
Notice of Claim

2018 JAN 16 A 9:07

CITY CLERK 18-04
FALL RIVER, MA

1. Claimant's name: PAUL MELLEN
2. Claimant's complete address: 137 ALBION ST. FALL RIVER, MA 02723
3. Telephone number: Home: 508-673-1301 Work: _____
4. Nature of claim: (e.g., auto accident, slip and fall on public way or property damage):
SNOW PLOWED ONTO FENCE
5. Date and time of accident: JAN 4+5, 2018 Amount of damages claimed: \$ 1,500.
6. Exact location of the incident: (include as much detail as possible):
NORTHWEST CORNER OF ALBION ST. + DOWNING ST
7. Circumstances of the incident: (attach additional pages if necessary):
SNOW WAS PLOWED ONTO SIDEWALK + INTO MY FENCE - CRUSHING IT.
PICTURES ATTACHED.
CONTACTED FENCE COMPANIES, BUT NONE RESPONDED FOR ESTIMATE OF DAMAGE.
\$1,500. IS BASED ON PREVIOUS DAMAGE DONE BY THE CITY A FEW YEARS AGO.
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: 1/16/18

Claimant's signature: Paul Mellen

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.

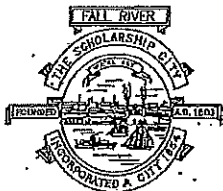
Return this from to: City Clerk, 2nd FL., One Government Center, Fall River, MA 02722

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 ☒ DAW

Date: 1/16/18



14

RECEIVED

City of Fall River
Notice of Claim

2018 JAN 16 P 3:12

1. Claimant's name: LANDLORD: NORMAN MILAN CITY CLERK 18-05
FALL RIVER, MA
2. Claimant's complete address: 107 HARRISON ST. FALL RIVER, MASS. 02723
3. Telephone number: Home: 774 526 5195 Work: _____
4. Nature of claim: (e.g., auto accident, slip and fall on public way or property damage): _____
5. Date and time of accident: 12-29-17 Amount of damages claimed: \$ 502.71
6. Exact location of the incident: (include as much detail as possible): 107 HARRISON ST. FALL RIVER, MASS. 02723
7. Circumstances of the incident: (attach additional pages if necessary): ON 12-29-17. THE FALL RIVER, MASS. POLICE DEPARTMENT HAD TO BREAK ANS KNOCK THE MAIN ENTRANCE DOOR DOWN TO MY HOUSE. BECAUSE SOMEONE HAD CALLED THE POLICE DEPARTMENT, AN SAID, SOMEONE WAS FIGHTING ON THE 3RD FLOOR APARTMENT.
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: 1-16-18 Claimant's signature: Norman Milan
"LANDLORD"

WHEN TO FILE: If your claim is based on a defect in a public way, you must file within 90 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: 1/16/18



Council

14

RECEIVED

City of Fall River
Notice of Claim

2018 JAN 16 P 3:41

1. Claimant's name: Rachel Nogueira CITY CLERK 18-06
FALL RIVER, MA
2. Claimant's complete address: 116 Donnelly St. Fall River MA.
3. Telephone number: Home: (508) 642-0274 Work: (508) 675-8206 02723
4. Nature of claim: (e.g., auto accident, slip and fall on public way or property damage):
My home was without water for 7 days. The pipe was frozen on the city side. (See Bill from Coastal)
5. Date and time of accident: _____ Amount of damages claimed: \$ 1,000
6. Exact location of the incident: (include as much detail as possible):
116 Donnelly Street
7. Circumstances of the incident: (attach additional pages if necessary):
On Sunday January 7th all my sinks were without water. I called the city and an Asian gentleman came to the house from the water dept. He stated that the issue was outside but he could do nothing about it. I gave me a list of excavation crews. I called the city repeatedly and (see page)
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: 1/16/18Claimant's signature: Rachel Nogueira

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 ☒ WaterDate: JAN 16 2018

I did not get any help at all. I finally after 14
7 days without water called coastal excavation.
They came to dig up on my land on Sunday
January 14th. They found that the pipe was
frozen at the main in the road and
not on my property. (Please see receipt
for findings.)

The bill was for \$1,000 and I am asking
the city to reimburse me because it was
not on my property.

14

RECEIVED

City of Fall River
Notice of Claim

2018 JAN 18 A 11:55

1. Claimant's name: Ashley Silva CITY CLERK #18-07
2. Claimant's complete address: 24 Van Buren St Westport, MA 02790
3. Telephone number: Home: 508-679-3081 Cell: 508-989-8959 Work:
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: Oct 15, 2017 Amount of damages claimed: \$ 68.00
6. Exact location of the incident: (include as much detail as possible):
116 Glade St Fall River, MA 02724 (lived there at time of incident)
7. Circumstances of the incident: (attach additional pages if necessary):
Received a phone call from my alarm co. that they received a burglar alarm from slider door. We were not home at the time, we asked for authorities to be sent immediately. Reached the home within 10-15 mins, nobody was present. Once inside the home, we did a walk.
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: 1/10/18Claimant's signature: Ashley Silva

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

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

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

For official use only:

Copies forwarded to: ☒ City Clerk ☒ Law ☒ City Council ☐ City Administrator ☒ Fire Date: 1/18/18



RECEIVED

14

City of Fall River
Notice of Claim

2018 JAN 18 P 1:09

1. Claimant's name: Antonia Ferreira CITY CLERK #18-08
2. Claimant's complete address: 34 Canonius St, Fall River, MA 02723
3. Telephone number: Home: 508 673 8362 Work: cell 774 526 2991
4. Nature of claim: (e.g., auto accident, slip and fall on public way or property damage):
auto damage
5. Date and time of accident: 1-6-2018 Amount of damages claimed: \$? (have not received estimate from insurer as of today)
6. Exact location of the incident: (include as much detail as possible):
Handicap space, right in front of my house.
7. Circumstances of the Incident: (attach additional pages if necessary):
I snowed hard the plow covered my car the second plow did not see the car and damaged it on both doors of the drivers side and the head lamp is also damaged. they usually dump the snow.
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
MetLife auto + Home claims through Pacheco Insurance
411 Columbia St, Fall River, MA 02721
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: 1-18-2018

Claimant's signature: Antonia Ferreira

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

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

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

For official use only:

Copies forwarded to: ☐ City Clerk ☒ Law ☒ City Council ☐ City Administrator ☒ DPW Date: 1/18/18

#18-08

② 14

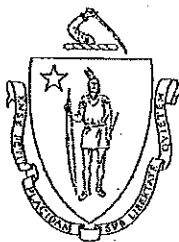
right in front of my driveway but this time
they covered the whole car. I wasn't
home because I had surgery my neighbors
were the ones that saw the damage after
they started cleaning the snow

We have pictures with the car snowed
in, which we can email if needed

RECEIVED

2018 JAN 18 P 1:09

CITY CLERK
FALL RIVER, MA



15
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

January 2, 2018

VIA EMAIL ONLY

Patrick Higgins
patrick@patrickhiggins.co

RE: Open Meeting Law Complaint

Dear Mr. Higgins:

Thank you for contacting the Attorney General's Office. On December 28, 2017, we received your Open Meeting Law complaint, which was originally received by the Fall River City Council on or about November 28, 2017. 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

CITY CLERK
FALL RIVER, MA

2018 JAN -8 P 12:08

RECEIVED

cc: Joseph I. Macy, Esq., Fall River Corporation Counsel (By mail)
Fall River City Council (By mail)



OPEN MEETING LAW COMPLAINT FORM

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

Please note that all fields are required unless otherwise noted.

Your Contact Information:

First Name: Patrick Last Name: Higgins

Address: P O Box 24

City: Swansea State: MA Zip Code: 02777

Phone Number: +1 (508) 679-0160 Ext.

Email: patrick@patrickhiggins.xyz

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

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

☐ Individual ☒ Organization ☐ Media

Public Body that is the subject of this complaint:

☒ City/Town ☐ County ☐ Regional/District ☐ State

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

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

Date of alleged violation: Nov 28, 2017

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Description of alleged violation:

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

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

The City Council of Fall River violated the Open Meeting Law by not approving the minutes of their April 25, 2017 meeting until November 28, 2017 in violation of Chapter 30A, section 22(c) and 940 CMR 29.11(2).

940 CMR 29.11(2), effective October 6, 2017 requires that minutes be "approved in a timely manner" which is generally within the next 3 meetings or within 30 days, whichever is later. It is presumed that there are may other minutes dating back to May of 2017 which have not been approved in a timely manner.

The subcommittee on Real Estate minutes of the June 5, 2017 meeting were also not timely approved as they were only approved at the November 28, 2017 meeting of the full City Council as well.

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.

1. Act on approving all minutes that are older than 3 meetings ago at the next meeting of the City Council scheduled for December 19, 2017.
2. Learn and comply with the open meeting law.

Review, sign, and submit your complaint

I. Disclosure of Your Complaint.

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

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

II. Consulting With a Private Attorney.

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

III. Submit Your Complaint to the Public Body.

The complaint must be filed first with the public body. If you have any questions, please contact the Division of Open Government by calling (517) 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: Jack Higgins

Date: Nov 28, 2017

For Use by Public Body

Date received by Public Body

For Use by AGO

Date received by AGO

COMMITTEE ON ORDINANCES AND LEGISLATION

MEETING: Tuesday, December 19, 2017 at 5:30 p.m.
Council Chamber, One Government Center

PRESENT: Councilor Cliff Ponte, presiding
Councilors Joseph D. Camara, Pam Laliberte-Lebeau
and Stephen R. Long

ABSENT: Councilor Linda M. Pereira

IN ATTENDANCE: Cathy Ann Viveiros, City Administrator
Joseph I. Macy, Corporation Counsel
Jason Kauppi, President,
American Merit Construction Alliance, 39 Main Street, Ayer, MA
James Pimental, Vice-President/Organizer,
Bricklayers & Allied Craftsman, Union Local 3
550 Medford Street, Charlestown, MA

The chairman called the meeting to order at 5:33 p.m. and announced that the meeting may be recorded with audio or video and transmitted through any medium. Councilor Pam Laliberte-Lebeau arrived shortly after the roll was called.

Agenda:

1. Proposed Ordinance – Wage theft

The Chairman stated that in the interest of time each speaker would have 3 minutes to provide his or her input. On a motion made by Councilor Linda M. Pereira and seconded by Councilor Stephen R. Long the resolution was lifted from the table.

Jason Kauppi of the American Merit Construction Alliance stated that no responsible company agrees with wage theft ordinances because state and federal laws and resources are already in place to handle the issue and because it increases the workload for city employees as well as the cost of public construction projects. Councilor Joseph D. Camara made a motion to waive the three-minute rule but did not receive a second.

James Pimental of the Bricklayers & Allied Craftsman, Union Local 3, stated that since the last Ordinance meeting he provided the Corporation Counsel with copies of other wage theft ordinances implemented statewide and recommended striking the words "administrative order" as they do not affect the ordinance's intent. He stated this proposed ordinance adds a minor layer of disclosure on the part of the companies doing business with the City, which gives the City a better determination of whom they are doing business with. For those cited for wage-theft violations, the City may require them to post a wage bond.

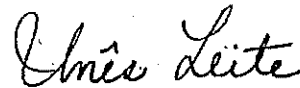
Judge Joseph I. Macy stated he reviewed this proposal as well as the ordinances submitted by Mr. Pimental and agreed that there are other laws in place that could accomplish the same so long as those laws are enforced by agencies, such as the Attorney General's office. Judge Macy questioned whether the Purchasing Agent is the most adequate department to receive and monitor the certified payroll of companies that have wage theft violations in the last three years. The City Administrator suggested that the departments issuing the contracts might be the best receiver of those records. Councilor Linda M. Pereira agreed. The City Administrator further questioned the effect monitoring prevailing wage changes would have on this process and whether departments would be able to keep up with its demands. Chairman Cliff Ponte suggested that the City Administrator and the Corporation Counsel meet with all interested parties to work out the logistics of the questions raised and return to the Committee with an amended proposed ordinance. Councilor Stephen R. Long asked how or if enforcement would be done and if there were any penalties. James Pimental explained that the Attorney General's office enforces the wage and hour laws, resources permitted.

On a motion made by Councilor Joseph D. Camara and seconded by Councilor Stephen R. Long, it was unanimously voted to refer the matter to the Corporation Counsel and the City Administrator for purposes of meeting with all interested parties by February 1, 2018 to resolve the logistics of the ordinance's implementation as well as any recommended amendments and report back to the Committee. A copy of the letter making such request is attached hereto and made a part of these minutes. On yet a further motion made by Councilor Linda M. Pereira and seconded by Councilor Joseph D. Camara, it was unanimously voted to table the ordinance.

On a motion made by Councilor Linda M. Pereira and seconded by Councilor Joseph D. Camara, it was unanimously voted to adjourn at 5:58 p.m.

List of documents and other exhibits used during the meeting:

Agenda packet (attached)
CD and DVD of meeting



Assistant Clerk of Committees

COMMITTEE ON HEALTH AND ENVIRONMENTAL AFFAIRS

MEETING: Monday, November 6, 2017 at 4:00 p.m.
Council Chamber, Government Center

PRESENT: Councilor Steven A. Camara, presiding
Councilors Joseph D. Camara and Raymond A. Mitchell

ABSENT: None

IN ATTENDANCE: The Honorable Jasiel F. Correia II, Mayor
Cathy Ann Viveiros, City Administrator
Joseph I. Macy, Corporation Counsel
Joseph Carvalho, 575 Eastern Avenue
Carlos Cesar, 367 Frost Street
Réverend James Hornsby, Niagara Neighborhood Association
Brian Pearson, 4234 North Main Street
Dave Rebello, Vice Chair, Board of Park Commissioners

The chairman called the meeting to order at 4:04 p.m. and announced that the meeting may be recorded with audio or video and transmitted through any medium.

Agenda:

Resolution – Committee on Health and Environmental Affairs meet with various parties to discuss the proposed road that would cut through the Alfred J. Lima Quequechan River Rail Trail

Councilor Joseph D. Camara stated that he has never had a business relationship with the current property owner but one of the owners of the property is the owner of another business with which he has a business relationship. For that reason he was going to abstain from the deliberations and exit the Council Chamber. Mayor Jasiel F. Correia provided an overview of the project and stated that he wants to achieve a resolution on the matter with the goal of ensuring a road will not cross the bike path. He explained that the two possible access points that do not cross the path located in the former Quaker Factory facility are an existing two lane road, which would avoid paralleling with the bike path, or through a parking lot. The Mayor also read into the record a memo to All Department Heads and a letter from Attorney Arthur Frank who is representing Cloverleaf Mills, LLC, regarding this matter, a copy of which is attached hereto and made a part of these minutes. The Mayor also re-iterated that this bike path will not be crossed by any road.

The Chair read the "Cease and Desist" City Council order, a copy of which is attached hereto and made a part of these minutes.

Joseph Carvalho came forward and stated he will take the Mayor at his word. Carlos Cesar expressed that it would have been better if this conversation had been held with all stakeholders

before any orders were submitted to the Council for approval. Reverend James Hornsby stated he has been working on the Quequechan River Rail Trail (QRRT) project for 20 years and provided a history of how the QRRT came to fruition. Brian Pearson questioned how the easement order can be made null and void and the Mayor explained that it will be null and void if the proposed alternate route is accomplished. If the proposed alternate route fails, the Mayor will stand by his remarks that the road will not cross the bike path, which could result in litigation, but he will honor his word. Mr. Pearson expressed he is worried because the City is saying the property owner has a legal right to the easement and in his view it is not legal because regulations were not followed and because in 2013 the Commonwealth sent the City a letter stating that the road was not going to happen.

Chairman Steven A. Camara stated that a large pothole exists at the beginning of Father DeValles Boulevard and was hopeful that if the alternate route included this Boulevard that the road would be in better condition.

City Administrator Cathy Ann Viveiros expressed that this linear park has not been transferred to the Board of Park Commissioners because the proper entity to handle this type of asset has not been determined.

Dave Rebello, Vice Chair of the Board of Park Commissioners, stated that nothing related to the QRRT has come before the Park Board for discussion or approval.

On a motion made by Councilor Raymond A. Mitchell and seconded by Chairman Steven A. Camara it was unanimously recommended that a resolution, a copy of which is attached hereto and made a part of these minutes, be filed requesting that the Administration move forward with formally transferring this linear park to the Board of Park Commissioners, with Councilor Joseph D. Camara abstaining and not voting. On a further motion made by Councilor Raymond A. Mitchell and seconded by Chairman Steven A. Camara, it was unanimously voted to adjourn at 4:57 p.m., with Councilor Joseph D. Camara abstaining and not voting.

List of documents and other exhibits used during the meeting:

Agenda packet (attached)

CD and DVD of meeting

Mayor's memo sent to Department Heads regarding the Alfred J. Lima Quequechan River Rail Trail

Maps presented by Mayor regarding work to be done

Letter from developer's attorney, Arthur D. Frank Jr.

"Cease and Desist" Council Order adopted October 24, 2017

Drawing from Carlos Cesar of current and proposed road


Assistant Clerk of Committees

COMMITTEE ON PUBLIC SAFETY

MEETING: Wednesday, November 29, 2017 at 6:30 p.m.
Mary L. Fonseca Elementary School, 160 Wall Street

PRESENT: Councilor Pam Laliberte-Lebeau, presiding
Councilor Cliff Ponte

ABSENT: Councilor Richard Cabeceiras

IN ATTENDANCE: Cathy Ann Viveiros, City Administrator
JR Frey, City Engineer
Laura Ferreira, Director of Traffic/Parking Clerk
Albert Dupere, Chief of Police
Sergeant James Smith
Arlene Correia-Pires, 120 Fifteenth Street, Unit 1
Michael Rua, 315 Newbury Street
Michelle Dionne, 5 Byron Street
Carlos Cesar, President, Flint Neighborhood Association
367 Frost Street
Joseph Carvalho, Vice President, Flint Neighborhood Association
575 Eastern Avenue
Priscilla Andrade, 106 Quequechan Street
Gloria Sadler, 318 Jencks Street
Amy Blanchette, 724 Second Street, Apt. 3E
CJ Ferry, 300 Buffinton Street

The chair called the meeting to order at 7:17 p.m. and announced that the meeting may be recorded with audio or video and transmitted through any medium. This meeting was held in conjunction with the Flint Neighborhood Association, which held their meeting prior to the opening of this Committee meeting.

Agenda:

1. Communication – City resident regarding chain link fence at 120 15th Street
The Chair read the communication into the record. Arlene Correia-Pires came forward and explained that Mrs. Diane Patalano, a resident of the property, sent the letter on her behalf as she is the property's trustee. She stated that several items are left near the fence and that the Police and Fire Departments have helped during the last year to clean the area but the problem persists. Michael Rua stated that when the fence was erected two dead ends were created on this 20 foot right of way, which has been in existence since 1920 according to his research. An auto repair shop is located next door and uses the area for repairs. City Engineer JR Frey stated that the way is not an accepted street and that the property owners on each side of the paper street have a legal right to it, not the City. City Administrator Cathy Ann Viveiros concurred. The City Engineer also explained the process for having a street accepted and suggested that the Mrs. Correia-Pires and Mr. Rua visit the City Clerk's office for the petition to accept a street. Sergeant James Smith stated he has been working with the Department of

Community Maintenance during the last year to help the neighbors clean the area and was under the impression that the property was city owned. Police Chief Alfred Dupere stated he would have the unregistered cars removed. On a motion made by Councilor Cliff Ponte and seconded by Councilor Pam Laliberte-Lebeau it was unanimously voted to recommend that the item be referred to the Corporation Counsel to determine if the way is city owned, with Councilor Richard Cabeceiras absent and not voting.

2. Resolution – Quequechan Street exit at WalMart Supercenter at 638 Quequechan Street. Laura Ferreira, Director of Traffic, explained that the public safety issues no longer exist and no complaints have been received since the resolution was filed. WalMart placed a sign at Jefferson Street and the City installed a stop sign on Cambridge Street. To help with visibility, the bushes were cut down on the west side of Jefferson Street and sidewalks were installed on the east side of WalMart. On a motion made by Councilor Cliff Ponte and seconded by Councilor Pam Laliberte-Lebeau, it was unanimously recommended that the resolution be granted leave to withdraw, with Councilor Richard Cabeceiras absent and not voting.

3. Discussion re: issues and concerns related to public safety throughout the city. Michelle Dionne came forward and asked for an update regarding the new 150 potential Fall River Housing Authority Section 8 certificates. Councilor Pam Laliberte-Lebeau explained that the Housing Authority did place a Request for Proposals for the 150 units. City Administrator Viveiros explained that these units relate to the demolition of Watuppa Heights and that the units needed to be replicated to comply with a mutual agreement between interested parties. To change the number of units state legislation would need to be filed as a home rule petition. Mrs. Dionne also expressed that in terms of billboards in the city, it is her sentiment that a decision needs to be made regarding whether all billboards are allowed or denied – not just the digital billboards proposal.

Priscilla Andrade came forward and spoke regarding accidents happening at the intersection of Quequechan and Pleasant Streets. Mrs. Ferreira stated that several solutions have been tried to help the situation but drivers need to pay more attention and be careful. Chief Dupere said he will send the motor vehicle unit to the area to enforce the speed limit.

Gloria Sadler expressed concerns regarding the potential for a private club to open on Pleasant Street and requested that the City be more mindful of the types of businesses opening up. She also discussed the abandoned building at 69 Alden Street and inquired whether the City has considered taxing property owners of such buildings that become dumping grounds. City Administrator Viveiros explained that city ordinances are in place and an initiative is being worked on to assess property owners for vacant buildings based on the number of years a building is vacant. Mrs. Sadler also brought forward concerns regarding a building on Pleasant Street across from BayCoast Bank that is for rent. The ceiling is caving in and the property should be condemned. Carlos Cesar explained that all abandoned buildings on Pleasant Street are registered with the City and an initiative is currently in the Law Department to assist with properties such as this one. Mrs. Sadler also requested that the faded signs close to her home be replaced because cars are parking on the sidewalk and that a no left turn sign be placed at the Cash Street parking lot. Mrs. Ferreira stated she will put up the signs.

Amy Blanchette reported that the pedestrian traffic lights and buttons at the intersections of Second Street and Plymouth Avenue at Rodman Street are not working and requested that the crosswalks be repainted. Chief Dupere explained that a second electrician has been hired and that if residents see any issues to call dispatch at 508-676-8511 and press the number 1 to report buttons that are not working. Mrs. Ferreira stated that due to the cold weather the crosswalks will be painted in April or May with paint that dries faster.

Carlos Cesar outlined safety issues with the Alfred J. Lima Quequechan River Rail Trail bike path and the proposed new road. He said there are no signs on the Brayton Avenue median strip cut that was placed by the state to connect to the bike path and the proposed new road,

18
allowing for u-turns. Mrs. Ferreira agreed to contact the state regarding this matter. CJ Ferry stated he filed a public records request with the state's Department of Transportation and no traffic study was done of the area. Mr. Cesar also expressed concern over the increase in abandoned cars in the city, especially on Warren Street. Chief Dupere asked that dispatch be called with a list and a Detective can visit the area. Any unregistered vehicles need to be covered.

On a motion made by Councilor Cliff Ponte and seconded by Councilor Pam Laliberte-Lebeau, it was unanimously voted to adjourn at 8:46 p.m., with Councilor Richard Cabeceiras absent and not voting.

List of documents and other exhibits used during the meeting:

Agenda packet (attached)

CD and DVD of meeting

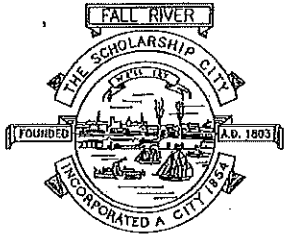
Pictures and map presented by Michael Rua regarding 15th street

Map presented by JR Frey, City Engineer regarding 15th Street

Map presented by Carlos Cesar regarding bike path

Onís Leite

Assistant Clerk of Committees



JASIEL F. CORREIA II
Mayor

City of Fall River
Massachusetts
Office of the Mayor

Tabled matters
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2017 DEC 14 P 4:23

CITY CLERK
FALL RIVER, MA

December 14, 2017

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

Honorable Members of the City Council:

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

Name: Manuel Leite
Address: 128 Dunbar Street
Fall River, MA 02723
To: Conservation Commission
Term to expire: December 14, 2020

Very truly yours,

Jasiel F. Correia II
Mayor

CITY OF FALL RIVER
IN CITY COUNCIL
DEC 19 2017

Tabled

Tabled
matter

Manuel Leite
128 Dunbar Street
Fall River, MA 02723
(401) 480-3640
mleite@sailsinc.org

EDUCATION

University of Rhode Island, Kingston, RI
Masters of Library Science, 1999

University of Massachusetts-Dartmouth, North Dartmouth, MA
Bachelors of Arts, Philosophy, 1997

PROFILE

Fourteen years in public library administration, twenty years in academic and public libraries. Extensive knowledge of administrative principles and practices. Awareness of supervision and personnel administration. Dynamic interpersonal, communication, and leadership skills. Knowledge of current library practices and procedures. Ability to supervise, plan and prioritize.

Community Connection

Program Coordinator

Budget Development

Cultivate Donors

Facilities Management

Grant Writing

EMPLOYMENT

Library Director, Boyden Library
Foxboro, MA 2015 – Present

- Plan administers program of services
- Submit recommendations on policies/services to Board of Trustees and implements policy decisions
- Analyze, selects and executes recommendations of personnel
- Analyze and coordinates departmental budget estimates
- Administer personnel regulations, interviews and appoints job applicants
- Plan and conducts staff meetings and participates in community and professional meetings

Library Director, East Bridgewater Public Library
East Bridgewater, MA 2007 – 2015

- Provides vision and strategic direction in alignment with the Library's mission
- Initiates monthly staff meetings, annual personnel reviews, and staff manual
- Develops and manages budget, increasing funding by 9.2 % in FY2016
- Plans, Publicizes, & Executes Adult Programming
- Representation at Town and State Meetings & Functions

- Collection development and management of collection
- Generated long-range plans for Library with annual action plans
- Public Relations Liaison between Community Schools, Groups and Organizations
- Successfully obtained and administered \$75,000 grant towards a Library Feasibility Study
 - Created and completed extensive Library Building Program document
 - Participated in Architect & Owner Project Manager search/selection
 - Member of the East Bridgewater Public Library Building Needs Committee

Board of Directors, SAILS Inc Network

Lakeville, MA 2008-2010; 2014 - Present

- Network President 2009-2010; 2016-2017
- Network Vice President 2008-2009; 2015-2016
- Chair, Personnel Committee 2015-Present
- Long Range Planning Committee Member 2011-Present

Executive Board, Massachusetts Library Association

- Committee Chair – Education & Personnel 2015-Present

Assistant Director/Head of Reference; Tiverton Library Services

Tiverton, RI 2004 – 2007

- Select Materials & Develop Collections
- Manage Reference Services
- Administer & Evaluate Employees
- Assist with the Planning Process & Implementation of the Long Range, Technology, & Disaster Preparedness Plan
- Plan, Publicize, & Execute Adult Programming
- Create & Maintain Library's Website
- Provide Direct Service to the Public
- Represent the Library at Town and State Meetings & Functions
- Public Relations Liaison between Community, Schools and Local Organizations
- Create monthly Statistical Reports to the Library Director

Library Director, East Lake Community Library

Palm Harbor, FL, 2001 – 2002

- Personnel Management
- Maintain, Present, & Defend Annual Budget to Municipal Officers
- Plan and Execute Programs for Children, Teens, and Adults
- Cataloging, Acquisitions, Interlibrary Loan
- Selection and Operation of Electronic Circulation/Reference Systems
- Formed Teen Library Council

Reference Librarian, Pasco County Library System

Pasco County, FL 1999 – 2001

- Provide Reference Assistance using Electronic & Traditional Resources
- Present and Instruct Library Courses
- Maintenance & Development of the Reference Collection

Reference Desk, Student Internship, University of Rhode Island

Tabled
Matters

Kingston, RI 1997 – 1999

- Provide Reference Assistance to Students, Faculty, and Scholars
- Conduct Bibliographic Instruction
- Knowledge of Serials, Government Documents, Archives, Electronic Databases, and Reference Materials.

**Library Page, Student Internship, University of Massachusetts-Dartmouth
North Dartmouth, MA 1995-1997**

- Maintain the availability of library materials by shelving books
- Helped students and faculty locate needed materials
- Developed a working knowledge about the organization and care of library materials

PUBLIC RELATIONS & OUTREACH

Host and Producer, *Boyden Beat*

Foxborough Cable Access

January 2017 - Present

Host and Producer, *Turning Pages*

East Bridgewater Community Television

April 2015 – October 2015

Host, *Focus on Tiverton @ Your Library*

Monthly Cable Show

Cox Cable Local Access, Channel 18

Fall 2006-Summer 2007

Guest and Contributor, *Around The Town with Mike Travers*

East Bridgewater Community Television

July 2009 –November 2014

Professional Affiliations:

Massachusetts Library Association	2007 - Present
New England Library Association	2004 – Present
American Library Association	1998 – Present
Rhode Island State Grange	2007 - Present
Rhode Island Library Association	1997 – 2004
Florida Library Association	1999 – 2003

Rhode Island State Grange Scholarship Committee

2010 – Present

Liberal Club of Fall River

2014 – Present

*Tabled
Matters*

East Bridgewater Business Association
2014 – 2015

- Board of Directors 2015

Chair, Personnel Committee, Massachusetts Library Association
2015- Present

Board of Trustees, Fall River Public Library
2016 - Present

Continuing Education & Workshops:

- Digital Photography
- Web Development Design & Marketing
- New Technologies in Libraries
- Microsoft Word Extra
- Cool Web Tools
- Be a Support Staff Leader
- Marketing Your Library
- Mining Weblogs for Information
- What's Good to Read?
- Coming Soon to a Library Near You
- eBay for Libraries
- The Birth of a Construction Project
- Comprehensive Land Use Plan
- Technology Applications for Cities & Towns
- Creating Municipal Websites that Work
- Pod People: Reaching Out to Your Users with Podcasts
- Leadership and Emotional Intelligence
- Social Software: What You Need to Know
- Electronic Bulletin Boards : Tips & Tricks
- Attention All Friends! DVD Rental Programs @ Your Library

Speaking Engagements

- Electronic Bulletin Boards, New England Library Association Annual Conference, 2016
- Resume Writing 101, Massachusetts Library Association Annual Conference, 2017

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Memo

2018 JAN 18 P. 4: 12

CITY CLERK
FALL RIVER, MA

Confidential

To: Interested Parties
From: Corporation Counsel
Date: January 3, 2018, 2017
Re: Charter

The purpose of this memo is to attempt to reconcile various provisions of the recently adopted City Charter. At this point the Charter has not been tested, challenged or interpreted. Therefore this memo, as opposed to an opinion, is based upon the current situation using standard statutory interpretation.

Re: Boards

The Charter Provides:

1-7 (4) "City officer or department head", a person having charge of a city office or department.

(16) "Multiple-member body", any council, commission, committee, or other body consisting of 2 or more persons, whether elected, appointed or otherwise constituted, but not including the city council, the school committee or an advisory committee appointed by the mayor.

2-10 The mayor shall refer to the city council and simultaneously file with the city clerk, the name of each person the mayor desires to appoint as a city officer, department head or as a member of a multiple-member body. ... All individuals appointed to a multiple-member body shall be residents of the city. If an appointed individual removes from the city, the position shall be immediately deemed vacant.

3-3 The mayor shall appoint, subject to review by the city council under Article 2, section 2-10, all department heads and the members of multiple-member bodies for whom no other method of appointment or selection is provided by this charter; ... All appointments to multiple-member bodies shall be for terms established under Article 5. Upon the expiration of the term of any member of a multiple member body, a successor shall be appointed under Article 5. ...

9-2 The provisions of this charter are severable. ...

9-3 To the extent that a specific provision of this charter conflicts with any provision expressed in general terms, the specific provision of the charter shall prevail.

9-7 (f) Residency -- All members of multiple-member bodies must be residents of the city at all times during their entire term.

Tabled
Matters

9-12 Unless otherwise allowed by law or this charter, no person shall simultaneously hold more than 1 city office or position of employment. This section may be waived by the mayor upon the appointment of a person to an additional office or position of employment by filing a notice of the waiver with an explanation and justification with the city clerk. Any hours worked in any part-time position shall not be the same or otherwise conflict with the hours worked in a full-time position.

10-2 All city agencies shall continue to perform their duties until re-elected, reappointed, or until successors to their respective positions are duly appointed or elected, or until their duties have been transferred and assumed by another city agency.

With respect to Boards:

While a board member is not a "city officer" as defined in 1-7(4) they are clearly members of a "multiple-member" body. The residency requirement (9-7(f)) clearly applies.

Applying standard rules of statutory interpretation, that which is not prohibited is permitted. There being no prohibition against serving on more than one board a person can serve on multiple boards. This makes particular sense since some boards have overlapping jurisdiction and common membership would serve the public good. While it also appears that there is no prohibition against an employee serving on a board, any employee serving on a paid board would need the waiver set forth in 9-12.

Current board members may continue in their positions until their terms expire, they resign or are replaced as the provisions of the charter are prospective. They do not require immediate replacement of any board or the members thereof. (10-2)