

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, November 6, 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: None

President Cliff Ponte called the meeting to order at 8:19 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. Motions from City Council request to address recent issues relating to Mayor Jasiel F. Correia II in accordance with Section 3-8 of the City Charter (objected to 10-16-2018):
 - a. Declare Mayor unable to perform duties in accordance with the City Charter
 - b. Vote of no confidence
 - c. Request Mayor resign from office

Item 1a.

A motion made by Councilor Shawn E. Cadime and seconded by Councilor Steven A. Camara to lift the item from the table carried unanimously. Councilor Steven A. Camara stated that the Mayor is not in the hospital and unable to perform his duties or in a foreign country without telephone and internet access. He is in his office performing his duties. Councilor Shawn E. Cadime stated that he is not trying to remove the Mayor from office. He then stated that there are only two ways to remove the Mayor. They are by a recall petition or if the Mayor were convicted of a felony. A further motion was made by Councilor Shawn E. Cadime and seconded by Councilor Bradford L. Kilby to amend the motion on the floor and replacing it with the following:

- (1) Jasiel F. Correia II has been indicted, according to the United States Attorney for the District of Massachusetts, for defrauding investors and using the money to pay for a "lavish lifestyle and political campaign", and in particular, nine counts of wire fraud and four counts of filing false tax returns;
- (2) Mr. Correia was arrested in a city-owned vehicle at 6:00 a.m., a time when he was clearly not using the vehicle for municipal business;

- (3) Such indictments involve misuse of funds and where, as Mayor, he has unfettered access to the City's finances;
- (4) Law enforcement officials have indicated that Mr. Correia is the subject of further investigation potentially involving additional charges;
- (5) Such arrest, indictments, and ongoing investigations destroy Mr. Correia's credibility, and therefore the City's credibility, the significance of which is evidenced by the statement of Harold Shaw, the FBI Special Agent in Charge for Massachusetts, as follows: "Mayor Correia has brought underserved shame and embarrassment upon the City of Fall River," and "betrayed the trust of his investors and betrayed the trust of his constituents", and
- (6) Where the nature of such indictments and arrest constitute a significant breach of the public trust and cripple his ability to represent the City as its Mayor;

And further, therefore, that the City Council of the City of Fall River, consistent with the authority granted to the Council pursuant to Section 3-8(a) of the Home Rule Charter, determine that Mr. Correia is unable to perform the duties of the office of Mayor while the charges that are the subject of said indictments are pending. Councilor Steven A. Camara questioned whether Councilor Shawn E. Cadime's motion was for an amendment or for a new motion. The Council President ruled that Councilor Shawn E. Cadime's motion was to amend. A motion made by Councilor Steven A. Camara and seconded by Councilor Joseph D. Camara to challenge the ruling of the Chair failed to carry, 2 yeas, 7 nays, with Councilors Shawn E. Cadime, Bradford L. Kilby, Pam Laliberte-Lebeau, Stephen R. Long, Leo O. Pelletier, Derek R. Viveiros and Cliff Ponte voting in the negative. Councilor Joseph D. Camara asked the City Clerk, what time she received the amendment. She stated approximately between 4:30 p.m. to 4:45 p.m. Councilor Joseph D. Camara then asked why the Councilors just received a copy at 8:45 p.m.

Councilor Leo O. Pelletier stated that the Mayor is doing his job and I think the recall is the way to go. He also stated that he doesn't want to take a chance and spend lots of money, when there is no need to. After discussion, Councilor Cadime's motion to amend carried 6 yeas, 3 nays, with Councilors Joseph D. Camara, Steven A. Camara and Leo O. Pelletier voting in the negative. A further motion made by Councilor Bradford L. Kilby and seconded by Councilor Shawn E. Cadime to adopt the motion, as amended failed to carry 4 yeas, 5 nays, with Councilors Joseph D. Camara, Steven A. Camara, Stephen R. Long, Leo O. Pelletier and Derek R. Viveiros voting in the negative.

Item 1b.

On a motion made by Councilor Bradford L. Kilby and seconded by Councilor Leo O. Pelletier, it was unanimously voted to lift the item from the table. A further motion was made by Councilor Bradford L. Kilby and seconded by Councilor Leo O. Pelletier to adopt the motion on the floor. On yet a further motion made by Councilor Shawn E. Cadime and seconded by Councilor Leo O. Pelletier to move the question, the motion carried 8 yeas, 1 nay, with Councilor Steven A. Camara voting in the negative. On the previous motion made by Councilor Bradford L. Kilby and seconded by Councilor Leo O. Pelletier to adopt the motion to take a vote of no confidence on Mayor Jasiel F. Correia II, the motion carried 8 yeas, 1 nay, with Councilor Steven A. Camara voting in the negative.

Item 1c.

A motion made by Councilor Shawn E. Cadime and seconded by Councilor Bradford L. Kilby to lift the item from the table carried unanimously. A further motion was made by Councilor Bradford L. Kilby and seconded by Councilor Shawn E. Cadime to adopt the motion on the floor. On yet a further motion made by Councilor Shawn E. Cadime and seconded by Councilor Pam Laliberte-Lebeau to move the question, the motion carried 6 yeas, 3 nays, with Councilors Joseph D. Camara, Steven A. Camara and Leo O. Pelletier voting in the negative. On the previous motion made by Councilor Bradford L. Kilby and seconded by Councilor Shawn E. Cadime, it was voted 6

yeas, 3 nays to adopt the motion requesting Mayor Jasiel F. Correia II resign from office, with Councilors Joseph D. Camara, Steven A. Camara and Leo O. Pelletier voting in the negative.

2. Mayor – Communication and log of activities from October 12, 2018 to October 31, 2018
On a motion made by Councilor Steven A. Camara and seconded by Councilor Pam Laliberte-Lebeau, it was voted 9 yeas that the communication and log be accepted and placed on file.

3. Mayor – Communication requesting discussion of purple bag program
A motion was made by Councilor Steven A. Camara, to refer the matter to the Committee on Ordinances and Legislation, but was later withdrawn. Councilor Bradford L. Kilby questioned why this was being resubmitted by the Mayor. Councilor Steven A. Camara stated that he had requested that the Mayor resubmit this matter for further discussion. On a further motion made by Councilor Steven A. Camara and seconded by Councilor Stephen R. Long, it was unanimously voted to refer the matter to the Committee on Finance.

4. Mayor and orders re:

a. Acceptance of M.G.L. Chapter 32B relating to Other Post-Employment Benefits (OPEB) Liability Trust Fund

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

b. Transfers and appropriations of \$100,000.00 to the OPEB Trust Fund from the following:

General Fund Free Cash	\$ 70,000.00
Water Fund Free Cash	\$ 10,000.00
Sewer Fund Free Cash	\$ 10,000.00
EMS Fund Free Cash	\$ 10,000.00

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

5. Mayor and loan order – \$250,000 for Resiliency Preparatory Academy/Westall Feasibility Study

On a motion made by Councilor Bradford L. Kilby and seconded by Councilor Pam Laliberte-Lebeau, it was unanimously voted to authorize the loan order to be published and referred to the Committee on Finance.

6. Mayor requesting approval of contract between School Department and Clean Energy Collectives

On a motion made by Councilor Bradford L. Kilby and seconded by Councilor Steven A. Camara, it was voted to approve the contract. Councilor Shawn E. Cadime and President Cliff Ponte were opposed.

7. Mayor requesting confirmation of the following appointments:

a. Rev. James Hornsby – Conservation Commission

Councilor Shawn E. Cadime stated that he will not approve any appointments at this time. On a motion made by Councilor Steven A. Camara and seconded by Councilor Joseph D. Camara, it was voted 7 yeas, 2 nays to confirm the appointment, with Councilors Shawn E. Cadime and Cliff Ponte voting in the negative.

b. Andrew Liss RFC – Conservation Commission

On a motion made by Councilor Bradford L. Kilby and seconded by Councilor Stephen R. Long, it was voted 7 yeas, 2 nays to confirm the appointment, with Councilors Shawn E. Cadime and Cliff Ponte voting in the negative.

c. Patti Rego Platt – Historical Commission

On a motion made by Councilor Steven A. Camara and seconded by Councilor Stephen R. Long, it was voted 7 yeas, 2 nays to confirm the appointment, with Councilors Shawn E. Cadime and Cliff Ponte voting in the negative.

d. Joyce B. Rodrigues – Historical Commission

On a motion made by Councilor Steven A. Camara and seconded by Councilor Leo O. Pelletier, it was voted 7 yeas, 2 nays to confirm the appointment, with Councilors Shawn E. Cadime and Cliff Ponte voting in the negative.

PRIORITY COMMUNICATIONS

8. Corporation Counsel – Response to inquiry by Councilor Steven A. Camara regarding anticipated Counsel fees if motion to declare the Mayor unable to perform his duties prevail

On a motion made by Councilor Steven A. Camara and seconded by Councilor Leo O. Pelletier, it was voted 8 yeas, 1 nay that the communication be accepted and placed on file, with Councilor Shawn E. Cadime voting in the negative.

9. Planning Board recommendation for the acceptance of Tone Street

On a motion made by Councilor Steven A. Camara and seconded by Councilor Shawn E. Cadime, it was unanimously voted that the communication be accepted and placed on file.

10. Mayor re: corrected expiration of term for Robert J. Rei, Commission on Disability

On a motion made by Councilor Steven A. Camara and seconded by Councilor Stephen R. Long, it was voted that the communication be accepted and placed on file, with Councilor Shawn E. Cadime opposed.

COMMITTEE REPORTS – None

ORDINANCES

Second reading and enrollment, as amended:

11. Proposed Ordinance – Traffic, Niagara Street inserting one-way

On a motion made by Councilor Shawn E. Cadime and seconded by Councilor Stephen R. Long, it was voted 7 yeas that the proposed ordinance, be passed through second reading and enrollment, as amended with Councilors Pam Laliberte-Lebeau and Cliff Ponte abstaining. On a further motion made by Councilor Steven A. Camara and seconded by Councilor Leo O. Pelletier, it was voted 6 yeas that the proposed ordinance be passed to be ordained, as amended with Councilors Bradford L. Kilby absent and not voting and Councilors Pam Laliberte-Lebeau and Cliff Ponte abstaining. Approved, November 7, 2018, Mayor Jasiel F. Correia II

12. Proposed Ordinance – Traffic, Niagara Street striking out one-way

On a motion made by Councilor Shawn E. Cadime and seconded by Councilor Stephen R. Long, it was voted 7 yeas that the proposed ordinance, be passed through second reading and enrollment, as amended with Councilors Pam Laliberte-Lebeau and Cliff Ponte abstaining. On a further motion made by Councilor Steven A. Camara and seconded by Councilor Leo O. Pelletier, it was voted 6

yeas that the proposed ordinance be passed to be ordained, as amended with Councilors Bradford L. Kilby absent and not voting and Councilors Pam Laliberte-Lebeau and Cliff Ponte abstaining. Approved, November 7, 2018, Mayor Jasiel F. Correia II

On a motion made by Councilor Stephen R. Long and seconded by Councilor Leo O. Pelletier, it was unanimously voted to take items #13 and #14 together.

13. Proposed Ordinance – Traffic, Dickinson Street prohibited parking

14. Proposed Ordinance – Traffic, Striking out handicapped parking

On a motion made by Councilor Steven A. Camara and seconded by Councilor Shawn E. Cadime, it was unanimously voted that items #13 and #14, be passed through second reading and enrollment, as amended. On a further motion made by Steven A. Camara and seconded by Councilor Leo O. Pelletier, it was voted that item #13 be passed to be ordained, as amended, with Councilor Bradford L. Kilby absent and not voting. On yet a further motion made by Councilor Steven A. Camara and seconded by Councilor Shawn E. Cadime, it was voted that item #14 be passed to be ordained, as amended with Councilor Bradford L. Kilby absent and not voting.

Items #13 and #14 were:

Approved, November 7, 2018, Mayor Jasiel F. Correia II

RESOLUTIONS – None

CITATIONS – None

Councilor Bradford L. Kilby left the meeting at 9:40 p.m.

ORDERS – HEARINGS

Curb Removals:

15. Jacqueline Lopes, 1315 Plymouth Ave. – Total of 48' at 1310 Plymouth Ave. on Francis St. *On a motion made by Councilor Steven A. Camara and seconded by Councilor Joseph D. Camara, it was unanimously voted that the clerical error on the agenda be corrected by changing 1310 Plymouth Avenue to 1301 Plymouth Avenue. On a further motion made by Councilor Steven A. Camara and seconded by Councilor Stephen R. Long, it was unanimously voted to adopt the order, as amended, with Councilor Bradford L. Kilby absent and not voting. Approved, November 7, 2018, Mayor Jasiel F. Correia II*

16. City of Fall River, 417 Rock Street – Total of 281' at 360 Elsbree Street *On a motion made by Councilor Steven A. Camara and seconded by Councilor Shawn E. Cadime, it was unanimously voted to adopt the order, with Councilor Bradford L. Kilby absent and not voting. Approved, November 7, 2018, Mayor Jasiel F. Correia II*

ORDERS – MISCELLANEOUS

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

Taxicab Drivers:

Joseph Alves

Robert Carroll

Robert MacDougall

Private Livery Drivers:

Patrick Cantwell

Julio Riveira-Colon

On a motion made by Councilor Steven A. Camara and seconded by Councilor Stephen R. Long, it was unanimously voted to adopt the order, with Councilor Bradford L. Kilby absent and not voting.

Auto Repair Shop License Renewal:

18. Tiago Botelho d/b/a Mill City Diesel Auto Repair and Sales located at 1139 Slade 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, with Councilor Bradford L. Kilby absent and not voting. Approved, November 7, 2018, Mayor Jasiel F. Correia II
19. Reschedule Committee on Finance Meeting and Regular Meeting of the City Council from
Tuesday, November 20, 2018 to Tuesday, November 27, 2018
On a motion made by Councilor Steven A. Camara and seconded by Councilor Leo O. Pelletier, it was unanimously voted to adopt the order, with Councilor Bradford L. Kilby absent and not voting.

COMMUNICATIONS – INVITATIONS – PETITIONS

20. Claims

On a motion made by Councilor Steven A. Camara and seconded by Councilor Stephen R. Long, it was unanimously voted to refer the claims to Corporation Counsel, with Councilor Bradford L. Kilby absent and not voting.

21. Drainlayer licenses:

- a. GT Excavating Corp.
- b. Northeast Construction Services, Inc.

On a motion made by Councilor Steven A. Camara and seconded by Councilor Shawn E. Cadime, it was unanimously voted to approve both drainlayer licenses, with Councilor Bradford L. Kilby absent and not voting.
Approved, November 7, 2018, Mayor Jasiel F. Correia II

22. Fall River Contributory Retirement Board – 2019 Annual Budget

On a motion made by Councilor Steven A. Camara and seconded by Councilor Shawn E. Cadime, it was unanimously voted that the communication be accepted and placed on file, with Councilor Bradford L. Kilby absent and not voting.

23. Zoning Board of Appeals Minutes – September 20, 2018

On a motion made by Councilor Shawn E. Cadime and seconded by Councilor Stephen R. Long, it was unanimously voted that the minutes be accepted and placed on file, with Councilor Bradford L. Kilby absent and not voting.

On a motion made by Councilor Shawn E. Cadime and seconded by Councilor Stephen R. Long, it was unanimously voted to take items #24 through #29 together, with Councilor Bradford L. Kilby absent and not voting.

City Council Meeting Minutes:

- 24. Public Hearings – October 9, 2018
- 25. Committee on Finance – September 25, 2018
- 26. Committee on Finance – October 9, 2018
- 27. Regular Meeting of the City Council – September 25, 2018
- 28. Regular Meeting of the City Council – October 9, 2018
- 29. Special Meeting of the City Council – October 16, 2018

On a motion made by Councilor Shawn E. Cadime and seconded by Councilor Steven A. Camara, it was unanimously voted that items #24 through #29, be approved after being read by the City Clerk, with Councilor Bradford L. Kilby absent and not voting.

BULLETINS – NEWSLETTERS – NOTICES – None

TABLED MATTERS

On a motion made by Councilor Steven A. Camara and seconded by Councilor Stephen R. Long, it was unanimously voted to lift all items listed below from the table, with Councilor Bradford L. Kilby absent and not voting.

6 a. Mayor requesting confirmation of the following reappointments:

a. Laurence Dykes, Jr. – Historical Commission

On a motion made by Councilor Steven A. Camara and seconded by Councilor Stephen R. Long, it was voted 7 yeas, 1 nay to confirm the appointment, with Councilor Shawn E. Cadime voting in the negative and Councilor Bradford L. Kilby absent and not voting.

b. Richard Mancini – Fall River Historic District Commission

On a motion made by Councilor Steven A. Camara and seconded by Councilor Stephen R. Long, it was voted 6 yeas, 2 nays to confirm the appointment, with Councilors Shawn E. Cadime and Cliff Ponte voting in the negative and Councilor Bradford L. Kilby absent and not voting.

c. Kristen Cantara Oliveira – Fall River Historic District Commission

On a motion made by Councilor Steven A. Camara and seconded by Councilor Stephen R. Long, it was voted 7 yeas, 1 nay to confirm the appointment, with Councilor Shawn E. Cadime voting in the negative and Councilor Bradford L. Kilby absent and not voting.

19a. City Council reappointment of Laurence Dykes, Jr. to the Fall River Historic District Commission

A motion was made by Councilor Steven A. Camara that the reappointment be granted leave to withdraw, but received no second. On a further motion made by Councilor Steven A. Camara and seconded by Councilor Stephen R. Long, it was voted 3 yeas, 5 nays to confirm the reappointment, with Councilors Shawn E. Cadime, Steven A. Camara, Pam Laliberte-Lebeau, Stephen R. Long and Cliff Ponte voting in the negative and Councilor Bradford L. Kilby absent and not voting.

ITEMS FILED AFTER THE AGENDA WAS PREPARED:

CITY COUNCIL MEETING DATE: NOVEMBER 6, 2018

RESOLUTION

14a. Committee on Ordinances and Legislation consider combining Historical Commission with the Fall River Historic District Commission

On a motion made by Councilor Steven A. Camara and seconded by Councilor Shawn E. Cadime, it was voted to adopt the resolution, with Councilor Bradford L. Kilby absent and not voting.

A recess was taken at 9:50 p.m. to allow the ordinances to be signed and reconvened at 9:53 p.m.

On a motion made by Councilor Shawn E. Cadime and seconded by Councilor Stephen R. Long, it was unanimously voted to adjourn at 9:55 p.m., with Councilor Bradford L. Kilby absent and not voting.

List of documents and other exhibits used during the meeting:

Agenda packet (attached)

DVD of meeting

Amendment to item #1 submitted by Councilor Shawn E. Cadime

In City Council, December 18, 2018
Approved.

A true copy. Attest:

Alison M. Bauchard

City Clerk

City of Fall River, *In City Council*

CITY OF FALL RIVER IN CITY COUNCIL

OCTOBER 16, 2018

A motion made by Councilor Shawn E. Cadime and seconded by Councilor Bradford L. Kilby requesting that the Fall River City Council, as allowed for under the Home Rule Charter, determine that Jasiel F. Correia II is unable to perform the duties of the Office of Mayor and that effective immediately the President of the City Council assume the role of Acting Mayor until such time as the federal criminal charges that have been brought against Jasiel F. Correia II by the United States of America have been resolved or until the next scheduled city election where the voters of Fall River have the opportunity to exercise their vote for the office of Mayor was objected to by Councilors Steven A. Camara and Joseph D. Camara and laid on the table until the next meeting in accordance with the City Charter.

A further motion made by Councilor Shawn E. Cadime and seconded by Councilor Pam Laliberte-Lebeau to take a vote of no confidence on Mayor Jasiel F. Correia II was objected to by Councilors Steven A. Camara and Joseph D. Camara and laid on the table until the next meeting in accordance with the City Charter.

A further motion made by Councilor Bradford L. Kilby and seconded by Councilor Shawn E. Cadime requesting Mayor Jasiel F. Correia II resign from office was objected to by Councilor Steven A. Camara and laid on the table until the next meeting in accordance with the City Charter.

CITY OF FALL RIVER IN CITY COUNCIL

OCTOBER 23, 2018

A motion made by Councilor Steven A. Camara and seconded by Councilor Pam Laliberte-Lebeau to lift the motions from the table failed to carry, 1 yeas, 7 nays, with Councilor Bradford L. Kilby voting in the affirmative and Councilor Derek Viveiros absent and not voting.

CITY OF FALL RIVER IN CITY COUNCIL

NOVEMBER 6, 2018

Item 1a.

A motion made by Councilor Shawn E. Cadime and seconded by Councilor Steven A. Camara to lift the item from the table carried unanimously. A further motion was made by Councilor Shawn E. Cadime and seconded by Councilor Bradford L. Kilby to amend the motion on the floor and replacing it with the following:

- (1) *Jasiel F. Correia II has been indicted, according to the United States Attorney for the District of Massachusetts, for defrauding investors and using the money to pay for a "lavish lifestyle and political campaign", and in particular, nine counts of wire fraud and four counts of filing false tax returns;*
- (2) *Mr. Correia was arrested in a city-owned vehicle at 6:00 a.m., a time when he was clearly not using the vehicle for municipal business;*

- (3) *Such indictments involve misuse of funds and where, as Mayor, he has unfettered access to the City's finances;*
- (4) *Law enforcement officials have indicated that Mr. Correia is the subject of further investigation potentially involving additional charges;*
- (5) *Such arrest, indictments, and ongoing investigations destroy Mr. Correia's credibility, and therefore the City's credibility, the significance of which is evidenced by the statement of Harold Shaw, the FBI Special Agent in Charge for Massachusetts, as follows: "Mayor Correia has brought underserved shame and embarrassment upon the City of Fall River," and "betrayed the trust of his investors and betrayed the trust of his constituents", and*
- (6) *Where the nature of such indictments and arrest constitute a significant breach of the public trust and cripple his ability to represent the City as its Mayor;*

And further, therefore, that the City Council of the City of Fall River, consistent with the authority granted to the Council pursuant to Section 3-8(a) of the Home Rule Charter, determine that Mr. Correia is unable to perform the duties of the office of Mayor while the charges that are the subject of said indictments are pending.

Councilor Steven A. Camara questioned whether Councilor Shawn E. Cadime motion was for an amendment or for a new motion. The Council President ruled that Councilor Shawn E. Cadime's motion was to amend. A motion made by Councilor Steven A. Camara and seconded by Councilor Joseph D. Camara to challenge the ruling of the Chair failed to carry, 2 yeas, 7 nays, with Councilors Joseph D. Camara and Steven A. Camara voting in the affirmative. After such vote, Councilor's Cadime's motion to amend carried 6 yeas, 3 nays, with Councilors Joseph D. Camara, Steven A. Camara and Leo O. Pelletier voting in the negative. A further motion made by Councilor Bradford L. Kilby and seconded by Councilor Shawn E. Cadime to adopt the motion as amended failed to carry 4 yeas, 5 nays, with Councilors Shawn E. Cadime, Bradford L. Kilby, Pam Laliberte-Lebeau and City Council President Cliff Ponte voting in the affirmative.

Item 1b.

A motion made by Councilor Bradford L. Kilby and seconded by Councilor Leo O. Pelletier to lift the item from the table carried unanimously. A further motion was made by Councilor Bradford L. Kilby and seconded by Councilor Leo O. Pelletier to adopt the motion on the floor. On yet a further motion made by Councilor Shawn E. Cadime and seconded by Councilor Leo O. Pelletier to move the question, the motion carried 8 yeas, 1 nay, with Councilor Steven A. Camara voting in the negative. On the previous motion made by Councilor Bradford L. Kilby and seconded by Councilor Leo O. Pelletier to adopt the motion to take a vote of no confidence on Mayor Jasiel F. Correia II, the motion carried 8 yeas, 1 nay, with Councilor Steven A. Camara voting in the negative.

Item 1c.

A motion made by Councilor Shawn E. Cadime and seconded by Councilor Bradford L. Kilby to lift the item from the table carried unanimously. A further motion was made by Councilor Bradford L. Kilby and seconded by Councilor Shawn E. Cadime to adopt the motion on the floor. On yet a further motion made by Councilor Shawn E. Cadime and seconded by Councilor Pam Laliberte-Lebeau to move the question, the motion carried 6 yeas, 3 nays, with Councilors Joseph D. Camara, Steven A. Camara and Leo O. Pelletier voting in the negative. On the previous motion made by Councilor Bradford L. Kilby and seconded by Councilor Shawn E. Cadime, it was voted 6 yeas, 3 nays to adopt the motion requesting Mayor Jasiel F. Correia II resign from office, with Councilors Joseph D. Camara, Steven A. Camara and Leo O. Pelletier voting in the negative.

RECEIVED

2018 OCT 12 P 1:06

CITY CLERK
FALL RIVER, MA

October 12, 2018

Cliff Ponte
City Council President
City of Fall River
One Government Center
Fall River, MA 02720

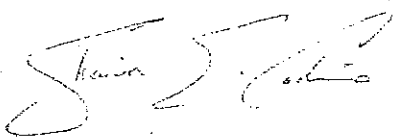
Re: Mayor Federal Indictment/City Charter Article 3 Section 3-8

Council President,

In light of the arrest and arraignment on 13 counts of federal criminal charges against Jasiel F. Correia II and whereas Jasiel F. Correia II refuses to resign his position of Mayor of the City of Fall River, I am requesting that you immediately call a special meeting of the Fall River City Council to exercise the Council's right, under Home Rule Charter Article 3, Section 3-8, to take a public vote to determine that the Mayor is unable to perform his duties of the office.

In addition as prescribe by the Home Rule Charter, if the vote of 7 yeas prevails the President of the City Council shall immediately assume the role of Acting Mayor. The role of acting mayor shall continue until such time as the federal criminal charges that have been brought against Jasiel F. Correia II have been resolved or concluded, or until the next scheduled city election where the voters of Fall River have the opportunity to exercise their vote for mayor.

Regards,



Shawn E. Cadime
City Council

**CITY OF FALL RIVER
IN CITY COUNCIL
OCTOBER 16, 2018**
See attached motions

Motions:

MOTION 1:

I move that the Fall River City Council, find as follows:

- (1) Jaisel F. Correia, II, has been indicted, according to the United States Attorney for the District of Massachusetts, for defrauding investors and using the money to pay for a "lavish lifestyle and political campaign", and in particular, nine counts of wire fraud and four counts of filing false tax returns;
- (2) Mr. Correia was arrested in a city-owned vehicle at 6:00 a.m., a time when he was clearly not using the vehicle for municipal business;
- (3) Such indictments involve misuse of funds and where, as Mayor, he has unfettered access to the City's finances;
- (4) Law enforcement officials have indicated that Mr. Correia is the subject of further investigation potentially involving additional charges;
- (5) Such arrest, indictments, and ongoing investigations destroy Mr. Correia's credibility, and therefore the City's credibility, the significance of which is evidenced by the statement of Harold Shaw, the FBI Special Agent in Charge for Massachusetts, as follows: "Mayor Correia has brought undeserved shame and embarrassment upon the city of Fall River," and "betrayed the trust of his investors and betrayed the trust of his constituents", and
- (6) Where the nature of such indictments and arrest constitute a significant breach of the public trust and cripple his ability to represent the City as its Mayor;

And further, therefore, that the City Council of the City of Fall River, consistent with the authority granted to the Council pursuant to Section 3-8(a) of the Home Rule Charter, determine that Mr. Correia is unable to perform the duties of the office of Mayor while the charges that are the subject of said indictments are pending.

MOTION 2:

I move that in the event counsel for Mr. Correia seeks the issuance of a temporary restraining order to prevent the City Council President from acting as Mayor in accordance with Section 3-8 of the Home Rule Charter, the City Council authorize it's attorney to agree to the imposition of such order for the purpose of establishing an agreed upon date for the holding of a preliminary injunction hearing and any related scheduling matters.

11/6/18.

distributed by Co. Cademic @ meeting to Councilors.



City of Fall River Massachusetts

Office of the City Clerk

RECEIVED

2018 NOV -2 P 2:30

ALISON M. BOUCHARD
CITY CLERK

MEETINGS SCHEDULED CITY CLERK
CITY COUNCIL CHAMBER, ONE GOVERNMENT CENTER

TUESDAY, NOVEMBER 6, 2018

MINES LEITE
ASSISTANT CITY CLERK

AGENDA

5:55 P.M. PUBLIC HEARINGS

Curb Removals

1. Jacqueline Lopes, 1315 Plymouth Avenue, requests the removal of curbing as follows:

	Existing Driveway	Proposed Driveway Access	Existing To Be Replaced	Total Driveway Access
1301 Plymouth Avenue (on Francis Street)	30'	18'	0'	48'

Petitioner is requesting removal of an additional 18 feet of curbing to the existing 30 foot driveway opening on the north side of the property facing Francis Street.

2. The City of Fall River, 417 Rock Street, requests the removal of curbing as follows:

	Existing Driveway	Proposed Driveway Access	Existing To Be Replaced	Total Driveway Access
360 Elsbree Street	201'	80'	0'	281'

Petitioner is requesting removal of additional 80 feet of curbing (two openings) with existing driveway openings of 281 feet at Durfee High School.

6:00 P.M. COMMITTEE ON FINANCE (OR IMMEDIATELY FOLLOWING THE PUBLIC HEARINGS SHOULD THEY RUN PAST 6:00 P.M.)

1. Citizen Input
2. *Resolution – Mayor submit vehicle logs for fuel, mileage, drivers, etc. for the city vehicle often driven by the Mayor and city-owned vehicles assigned to employees to take home (adopted, as amended 10-23-2018)

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. *Motions from City Council request to address recent issues relating to Mayor Jasiel F. Correia II in accordance with Section 3-8 of the City Charter (objected to 10-16-2018):
 - a. Declare Mayor unable to perform duties in accordance with the City Charter
 - b. Vote of no confidence
 - c. Request Mayor resign from office
2. *Mayor – Communication and log of activities from October 12, 2018 to October 31, 2018
3. *Mayor – Communication requesting discussion of purple bag program

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

One Government Center • Fall River, MA 02722

TEL 508-324-2220 • FAX 508-324-2211 • EMAIL city_clerks@fallriverma.org

4. *Mayor and orders re:
 - a. Acceptance of M.G.L. Chapter 32B relating to Other Post-Employment Benefits (OPEB) Liability Trust Fund
 - b. Transfers and appropriations of \$100,000.00 to the OPEB Trust Fund from the following:

General Fund Free Cash	\$ 70,000.00
Water Fund Free Cash	\$ 10,000.00
Sewer Fund Free Cash	\$ 10,000.00
EMS Fund Free Cash	\$ 10,000.00
5. *Mayor and loan order – \$250,000 for Resiliency Preparatory Academy/Westall Feasibility Study
6. *Mayor requesting approval of contract between School Department and Clean Energy Collectives
7. *Mayor requesting confirmation of the following appointments:
 - a. Rev. James Hornsby – Conservation Commission
 - b. Andrew Liss RFC – Conservation Commission
 - c. Patti Rego Platt – Historical Commission
 - d. Joyce B. Rodrigues – Historical Commission

PRIORITY COMMUNICATIONS

8. *Corporation Counsel – Response to inquiry by Councilor Steven A. Camara regarding anticipated Counsel fees if motion to declare the Mayor unable to perform his duties prevail
9. Planning Board recommendation for the acceptance of Tone Street
10. *Mayor re: corrected expiration of term for Robert J. Rei, Commission on Disability

COMMITTEE REPORTS – None

ORDINANCES

Second reading and enrollment, as amended:

11. *Proposed Ordinance – Traffic, Niagara Street inserting one-way
12. *Proposed Ordinance – Traffic, Niagara Street striking out one-way
13. *Proposed Ordinance – Traffic, Dickinson Street prohibited parking
14. *Proposed Ordinance – Traffic, Striking out handicapped parking

RESOLUTIONS – None

CITATIONS – None

ORDERS – HEARINGS

Curb Removals:

15. *Jacqueline Lopes, 1315 Plymouth Ave. – Total of 48' at 1310 Plymouth Ave. on Francis St.
16. *City of Fall River, 417 Rock Street – Total of 281' at 360 Elsbree Street

ORDERS – MISCELLANEOUS

17. Police Chief's report on licenses:

Taxicab Drivers:

Joseph Alves Robert Carroll Robert MacDougall

Private Livery Drivers:

Patrick Cantwell Julio Riveira-Colon

- Auto Repair Shop License Renewal:
18. Tiago Botelho d/b/a Mill City Diesel Auto Repair and Sales located at 1139 Slade Street
19. *Reschedule Committee on Finance Meeting and Regular Meeting of the City Council from Tuesday, November 20, 2018 to Tuesday, November 27, 2018

COMMUNICATIONS – INVITATIONS – PETITIONS

20. *Claims
21. Drainlayer licenses:
- a. GT Excavating Corp.
 - b. Northeast Construction Services, Inc.
22. *Fall River Contributory Retirement Board – 2019 Annual Budget
23. *Zoning Board of Appeals Minutes – September 20, 2018

City Council Meeting Minutes:

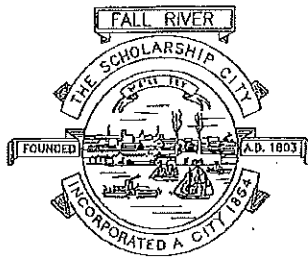
24. *Public Hearings – October 9, 2018
25. *Committee on Finance – September 25, 2018
26. *Committee on Finance – October 9, 2018
27. *Regular Meeting of the City Council – September 25, 2018
28. *Regular Meeting of the City Council – October 9, 2018
29. *Special Meeting of the City Council – October 16, 2018

BULLETINS – NEWSLETTERS – NOTICES – None

TABLED MATTERS

- *Mayor requesting confirmation of the following reappointments:
- a. Laurence Dykes, Jr. – Historical Commission (tabled 10-23-2018)
 - b. Richard Mancini – Fall River Historic District Commission (tabled 10-23-2018)
 - c. Kristen Cantara Oliveira – Fall River Historic District Commission (tabled 10-23-2018)
- *City Council reappointment of Laurence Dykes, Jr. to the Fall River Historic District Commission (tabled 10-23-2018)


Assistant City Clerk



City of Fall River Massachusetts

Office of the City Clerk

ALISON M. BOUCHARD
CITY CLERK

PUBLIC HEARINGS

INÊS LEITE
ASSISTANT CITY CLERK

Notice is hereby given that public hearings will be held by the City Council on Tuesday, November 6, 2018 at 5:55 p.m. in the Council Chamber, Government Center, to hear all persons interested and wishing to be heard on the following:

Curb Removals

1. Jacqueline Lopes, 1315 Plymouth Avenue, requests the removal of curbing as follows:

	Existing Driveway	Proposed Driveway Access	Existing To Be Replaced	Total Driveway Access
1301 Plymouth Ave., on Francis Street	30'	18'	0'	48'

The petitioner is requesting to remove an additional 18 feet of curbing to the existing 30 foot driveway opening on the north side of the property facing Francis Street. The parcel contains a commercial building and a residential building. The existing curb opening is necessary for the viability of the commercial business and will provide additional access to park a vehicle and trailer which is currently parked on Francis Street. The proposed work improves access to the property and does not cause a significant adverse effect on on-street parking in that area.

2. The City of Fall River, 417 Rock Street, requests the removal of curbing as follows:

	Existing Driveway	Proposed Driveway Access	Existing To Be Replaced	Total Driveway Access
360 Elsbree Street	201'	80'	0'	281'

The petitioner is requesting to remove 80 feet of curbing. Durfee High School at 360 Elsbree Street has an existing driveway opening serving existing parking lots. The construction of the new Durfee High School facilities require two new 40 foot curb openings on Elsbree Street. The openings will act as construction entrances during construction. The opening has been located to avoid conflicts with existing utilities. There is no parking permitted where the openings are proposed. Traffic will not be affected as no additional travel trips are being created. The additional driveway openings will provide access to newly constructed parking areas. Curbing will be replaced where the existing driveway opening is no longer required for access.

Alison M. Bouchard
City Clerk

WHEREAS, the City of Fall River has a City issued motor pool vehicle, and

WHEREAS, the Mayor uses the city vehicle, now therefore

BE IT RESOLVED, that Mayor Correia submit to the City Council prior to its next scheduled City Council Meeting the following for the motor pool vehicle as well as for all city-owned vehicles assigned to employees allowed to take vehicles home:

- Vehicle driving log from June 1, 2018 to present
- List of vehicle drivers
- Who fuels the vehicle
- Confirmation of the vehicle's location on the morning of October 11, 2018, and

BE IT FURTHER RESOLVED, that the City Council discuss these matters at the meeting of the Committee on Finance scheduled for November 6, 2018.

In City Council, October 23, 2018
Adopted, as amended

A true copy. Attest:

Alison M. Bouchard

City Clerk

City of Fall River, *In City Council*

CITY OF FALL RIVER

IN CITY COUNCIL

OCTOBER 16, 2018

A motion made by Councilor Shawn E. Cadime and seconded by Councilor Bradford L. Kilby requesting that the Fall River City Council, as allowed for under the Home Rule Charter, determine that Jasiel F. Correia II is unable to perform the duties of the Office of Mayor and that effective immediately the President of the City Council assume the role of Acting Mayor until such time as the federal criminal charges that have been brought against Jasiel F. Correia II by the United States of America have been resolved or until the next scheduled city election where the voters of Fall River have the opportunity to exercise their vote for the office of Mayor was objected to by Councilors Steven A. Camara and Joseph D. Camara and laid on the table until the next meeting in accordance with the City Charter.

A further motion made by Councilor Shawn E. Cadime and seconded by Councilor Pam Laliberte-Lebeau to take a vote of no confidence on Mayor Jasiel F. Correia II was objected to by Councilors Steven A. Camara and Joseph D. Camara and laid on the table until the next meeting in accordance with the City Charter.

A further motion made by Councilor Bradford L. Kilby and seconded by Councilor Shawn E. Cadime requesting Mayor Jasiel F. Correia II resign from office was objected to by Councilor Steven A. Camara and laid on the table until the next meeting in accordance with the City Charter.

CITY OF FALL RIVER

IN CITY COUNCIL

OCTOBER 23, 2018

A motion made by Councilor Steven A. Camara and seconded by Councilor Pam Laliberte-Lebeau to lift the motions from the table failed to carry, 1 yea, 7 nays, with Councilor Derek Viveiros absent and not voting.

RECEIVED

2018 OCT 12 P 1:06

CITY CLERK
FALL RIVER, MA

October 12, 2018

Cliff Ponte
City Council President
City of Fall River
One Government Center
Fall River, MA 02720

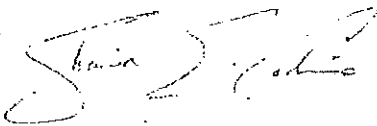
Re: Mayor Federal Indictment/City Charter Article 3 Section 3-8

Council President,

In light of the arrest and arraignment on 13 counts of federal criminal charges against Jasiel F. Correia II and whereas Jasiel F. Correia II refuses to resign his position of Mayor of the City of Fall River, I am requesting that you immediately call a special meeting of the Fall River City Council to exercise the Council's right, under Home Rule Charter Article 3, Section 3-8, to take a public vote to determine that the Mayor is unable to perform his duties of the office.

In addition as prescribe by the Home Rule Charter, if the vote of 7 yeas prevails the President of the City Council shall immediately assume the role of Acting Mayor. The role of acting mayor shall continue until such time as the federal criminal charges that have been brought against Jasiel F. Correia II have been resolved or concluded, or until the next scheduled city election where the voters of Fall River have the opportunity to exercise their vote for mayor.

Regards,



Shawn E. Cadime
City Council

**CITY OF FALL RIVER
IN CITY COUNCIL
OCTOBER 16, 2018
See attached motions**

2



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

RECEIVED

2018 NOV -1 P 3: 32

CITY CLERK _____
FALL RIVER, MA _____

JASIEL F. CORREIA II
Mayor

November 1, 2018

City Council President Cliff Ponte and
Honorable Members of the City Council
One Government Center
Fall River, MA 02720

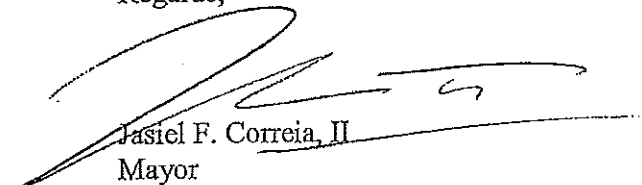
Dear Council President Ponte and Members of the City Council:

There has been considerable discussion of late regarding the duties inherent in the position of mayor. As the Chief Executive Officer of the City of Fall River, I am responsible for tasks outlined in the City's Charter including, but not limited to, the approval of warrants and contracts essential to the operation of City Government. Many of my authorities go beyond the powers vested in an Acting Mayor, should one be needed in my absence.

I have taken the liberty of providing the City Council with a log of my activities for the past weeks. As the logs will show, the activities cover a broad range of meetings and events. Many of these meetings, in particular, are scheduled based upon my personal interest in monitoring City projects, guiding economic development initiatives and assuring that future development activities, such as the construction of the new high school, are done in a fiscally responsible manner. Participation in activities such as these are at the sole discretion of a mayor. My decision to function in a hands-on manner may not be shared by others holding the office of Mayor, nor would another mayor be required to engage in the types of planning and development activities evidenced in my logs.

As Mayor, I am continuing to execute the duties of this office as I believe they should be performed. The business of City government is ongoing without delay or interruption and with my full support and assistance. My Administration remains focused on the efficient and cost effective delivery of services to the residents and businesses within our community as they deserve nothing less.

Regards,



Jasiel F. Correia, II
Mayor

Meeting/Events

10/14/2018 Pat Casey-Neighborhood
12:00 pm

10/14//2018 Maplewood Baseball banquet
12:00 pm

10/15/2018 Potential Hire-Ian O'Conner & Mike Dion
11:00 AM
4:00 PM

10/15/2018 Steve Camara & Others
RE: Street Scapes
4:00 PM

10/15/2018 School Committee Meeting
5:30 PM

10/16/2018 Casino Smoke shop
Ribbon Cutting
2 PM

10/17/2018 Pastor Ezaki and members of his congregation
@10 AM

10/17/2018 AFSME-Scott Taveira
11:00 am

10/17/2018 Economic Dev. Screening
5:00 PM

10/22/18 Staff Meeting
11:00 AM
Council briefing with Councilor Long
4:00 pm

10/23/2018 Council briefing with Councilor Pelletier
9:10 AM
Met with walk in Constituents
(2 elderly ladies)
9:25

10/23/2018 Department Heads Meeting
11:00 AM
Council briefing with Councilor Steve Camara
4:00 PM

10/24/2018 Lee Waltman & Cathy RE: Parker Auction
9:15 AM

10/24/2018 Attend Wake for DCM Employee, Michael Pacheco
10:00

10/24/2018 Senator Rodrigues @A &F State House, Boston, MA
1:00 PM

10/24/2018 Ribbon Cutting Ceremony
South Coast Health Breast Center
3:00 PM

10/25/2018 Tour re: Street Scapes with Bill Roth & JR
 10:00 AM
 10/25/2018 Dedication of Dr. David S. Weed Nature Trail
 4-5

 10/26/2018 United Way Day of Caring
 9-12 - Cleaning up Dave's Beach
 10/26/2018 Crunch Fitness Ribbon Cutting
 @ 11:00 am
 10/26/2018 Polish Food Festival at Blessed Trinity Church
 2-6

 10/29/2018 "Make a Difference Day" and the United Way's Youth Day of Caring
 BMC Durfee High School
 10:00 am
 10/29/2018 Staff Meeting
 11:00 am
 10/29/2018 Delegation at Rogers Funeral Home for Laura Ferreira's brother
 3:45

 10/30/2018 Met with Cathy to discuss Millstone Medical TIF
 9:00 am
 10/30/2018 Met with Mr. Medeiros re: Engineering issue
 @ 10:00 am
 10/30/2018 Attended CFC Kick off
 10:30
 10/30/2018 met with Judge
 11:15
 10/30/2018 Met with Engineer/JR and City Planner, Bill Roth
 1:00 pm
 10/30/2018 Met with Peter Huie re: Millstone Medical
 2:00 pm
 10/30/2018 Met with Judge, Cathy, Mike Dion
 3:00 pm

 10/30/2018 Met with Screening Committee re: New EDD candidate

 10/31/2018 Met with-Durfee High School Building Committee
 9:30 AM
 10/31/2018 Met with Superintendent Malone & Cathy
 10:45 AM
 10/31/2018 Met with Mary Sahady
 11:15 AM
 10/31/2018 12:00 met with Judge
 10/31/2018 CD Rec-Halloween Party
 4:40

 11/01/2018 Interview Fall River Reporter
 Informational City Issues
 9:00 AM
 10:50 AM

Documents Signed

10/12/2018	DMH Jail Viverion Grant
10/12/2018	shannon Grant
10/12/2018	DCU-(Sewer Division) CDM Smith, Inc. Contract 1, WWTF site Electrical dist. & building Demolition Engineering services Amount of Amendment 1,288,000.00
10/12/2018	Commonwealth of MA Contractor Authorized Signature for Grant
10/12/2018	City of Fall River Treasury Warrant October 12, 2018 Total 2,627,037.59
10/15/2018	DCU letter to Councilors: Proposal of land acquisition Bell Rock Road 318 Bell Rock Road 15m; 400 and 425 Flag Swamp Road in Freetown 20m
10/15/2018	MA Muni Public Safety Staffing Grant "Fire" (overtime)
10/15/2018	MA Muni Public Safety Staffing Grant "Police" (overtime)
10/16/2018	FR Community Preservation Act -Open Space Award Agreement-Land acquisition Yellow Hill Road
10/16/2018	Fall River A/P Warrant AP101518 Amount: 5,694,938.36
10/17/2018	City of Fall River Treasury Warrant 101918 total Warrant 3,486,981.45
10/17/2018	Two Community Development Mortgage Discharges
10/17/2018	Grant-Municipal Staffing Overtime "Police"
10/17/2018	Grant-Municipal Staffing Overtime "Fire"
10/18/2018	City Council Request to City Council to approve the parking facilities currently controlled by the Fall River RDA be transferred back to the City. (See attached)
10/18/2018	Department of Housing and Community Development Fall River HDIP Plan Amendment
10/18/2018	School Dept. Futures Health Core contract 1,438,524.00
10/18/2018	Peerless Bowl Assemblies & Industrial Pump Sales & Service, Inc contract \$116,610.00
10/18/2018	City of Fall River, MA Phase 18 Water system Improvements Project DWSRF # 4395 contract \$394,000.00
10/18/2018	BCTC -SER Jobs for Progress, Inc Contract Modification Number 19-117,230.77
10/18/2018	ITS and City of Fall River-Portable Radios & Accessories contract 24,237.50
10/18/2018	School Dept. Cape Cod Collaborative contract \$100,000.00
10/18/2018	School Dept. College Board contract \$21,531.00
10/18/2018	School Dept. College Board - amendment #1 To Contract #TBD \$ 2,321.22
10/18/2018	School Dept. Discovery Education contract \$53,877.50
10/18/2018	School Dept. Katie Brown contract \$100,000.00
10/18/2018	School Dept. Kennedy Donovan Center contract \$20,500.00
10/18/2018	School Dept. The Achievement Network contract 99,000.00
10/18/2018	Dept. of Facilities Maintenance - Change Order 10/10/2018 Contract 18-285 (Tansey & Watson School Renovations) Total revised contract 116,600.00

10/18/2018 Control 7, Inc. and City of Fall River -Contract for Control Panel at WWTF between 36,835
 10/18/2018 School Department Debra Cabral Employment Contract
 10/18/2018 Shannon Grant \$420,866.50
 10/20/2018 EOPPS-Muni Staffing Grant FD \$460,000 PD \$500,000.00
 10/22/2018 Community Development
 In support of the Fall River Federal Little League Grow-the Grant Application
 10/22/2018 Warrant AP102218 Amount: 8,568,301.90

 10/23/2018 HR-Appointment letter Tammy Raposo
 10/23/2018 Corporation Counsel Letter re: Outside Counsel
 10/23/2018 Commonwealth of Mass Grant FFY 2019 Pedestrian & Bicyclist Safety grant Program
 10/23/2018 Dept. of Community Utilities- Request to Fill Job Vacancy (A. Alves)

 10/24/2018 CDA Appointment for Ian O'Connor-Contract Compliance Officer
 10/24/2018 City of Fall River Treasury Warrant 10262018 Total Payroll 2,493,877.27
 10/24/2018 HR-Request to fill job vacancy -Joshua Texeira

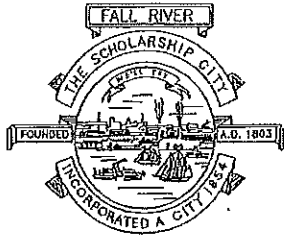
 10/25/18 signed 5 docs from the City Council meeting (Alison)
 10/25/2018 Detail proof payroll pay period 10/13/2018-10/26/2018
 10/25/2018 School Dept. Teach Point-Amendment #1 to Contract # 19-02 \$160.00

 10/26/2018 BCTC-Original grant Award/Contract Commonwealth Corp
 10/26/2018 HR-Leave Request form for Cathy day off (Cathy Aguiar)
 10/26/2018 HR-Job upgrade to Head Administrative Clerk
 10/26/2018 HR-Job appointment of Jay Stagman for position of school Crossing Guard
 10/26/2018 HR-Job appointment of Jordan Medeiros for position of Scholl Crossing Guard
 10/26/2018 City Council-Doc to authorize to acquire property on Crapo Lane
 10/26/2018 Engineering-Letters sent out to Property Owners & Residents to repave Sidney St, from Arthur St. to North main St.
 10/26/2018 Engineering-letters sent out to Property Owners & Residents to overlay McClure St, from High St. to the dead end.

 10/29/2018 City of Fall River A/P Warrant Report Date: 10/29/2018 Amount: 2,701,329.46
 10/29/2018 City of Fall River Regional School District End of Year Report Certification Statement

 10/30/2018 CDA-IDIS On Line Access Request for Ian O'Connor
 10/30/2018 CDA-HUD Grant Program Continuum of Care-Next Step Home-Stepping Stone 458,938.00
 10/30/2018 CDA-Emergency Solutions Grant Our Sister's Place-Subrecipient: N.B Women's Shelter-Domestic Violence Emergency Shelter 71,400.00
 10/30/2018 CDA-Emergency Solutions Grant First Step Inn Male/Female Emergency Homeless Shelter-Subrecipient: Steppingstone, Inc 54,503.00

10/30/2018	BCTC Contract Modification sheet contract #19-151-SER Jobs for Progress, Inc. modify the contract ending date from June 30, 2019 to January 31, 2019
10/30/2018	4 copies of BCTC contract. Merrow Manufacturing Amount 17,390.00
10/30/2018	Contract for Storage Space @ 743 Rodman St, between Brian T. Levesque and City of FR 19,200.00
10/30/2018	Contract Facilities Management Software and Services between Dude Solutions and City of Fall River 60,000.00
10/30/2018	Contract for Traffic Light Replacements between Ocean State Signal Co. and City of Fall River 64,600.00
10/30/2018	Contract for Ford F-450 Utility Truck w/Vmac Compressor between MHQ and city of Fall River \$63,363.28
10/30/2018	Contract for Electrical Upgrade Oversight at WTP between MacRitchie Engineering, Inc. and the City of Fall River 10,000.00
10/30/2018	DCU LAL Construction Street Improvement Project, Change Order #5 Contract #16-145 Change Order 39,616.00 Previously approved by WWB on 09/19/18
10/30/2018	Contract for 2018 Ram 1500 Quad Cab between Colonial Municipal Group and City of Fall River 31,104.00
10/30/2018	Contract for 2018 dump Body Install Per CB Specs between Minuteman Trucks, Inc and the City of Fall River 39,662.00
10/31/2018	DCM-Appointment letter of Michael Nunes
10/31/2018	DCM-Appointment letter of Jeffrey Manchester
10/31/2018	DCM-Appointment letter of Brian Gullmette
10/31/2018	DCM-Appointment letter of Keith DeCosta
10/31/2018	DCM-Appointment letter of Arthur Baldia
10/31/2018	Authorization to City Council of OPEB Trust
10/31/2018	Authorization to City Council of Appropriation/Loan Orders
10/3/2018	Letter to City Council re: Term for Commission on Disability (Rei)
10/31/2018	Appointment letter to City Council for Conservation Commission (A. Liss)
10/31/2018	Appointment letter to City Council for Conservation Commission (Rev. Hornsby)
10/31/2018	Appointment letter to City Council for Historical Commission (J. Rodrigues)
10/31/2018	Appointment letter to City Council for Historical Commission (P. Platt)



City of Fall River
Massachusetts
Office of the Mayor

3

RECEIVED

2018 NOV -1 P 4:45

JASIEL F. CORREIA II
Mayor

CITY CLERK _____
FALL RIVER, MA

November 1, 2018

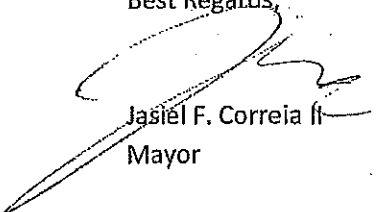
Honorable Members of the City Council
One Government Center
Fall River, MA 02720

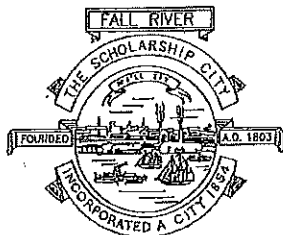
Council President and Members of the City Council,

As you know the City continues to struggle with the purple bag program. Citizens of the City have concerns about the program, including not only the cost but the compliance and who is ultimately responsible for enforcement. I believe this Council should further discuss the need for the current City Ordinance requirement that disposal of trash be placed in a purple bag for collection.

At this time, I am asking that the discussion of the purple bag program continue with this Council and that my request be sent to the Ordinance Committee to be further vetted.

Best Regards,


Jasiel F. Correia II
Mayor



City of Fall River
Massachusetts
Office of the Mayor

RECEIVED

2018 OCT 31 P 4:48

JASIEL F. CORREIA II
Mayor

CITY CLERK _____
FALL RIVER, MA

October 31, 2018

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

RE: Authorization of OPEB Trust

Mr. President and Members of the Honorable City Council:

I am submitting for your approval an ORDER that the City of Fall River accept M.G.L. c. 32B §20, which authorizes the establishment of a Other Post-Employment Benefits Liability Trust Fund.

The City Treasurer will be designated to serve as the fund's custodian and will be required to segregate all monies in the fund from other City funds.

The City has created a policy to include supported into the Trust fund from multiple funding sources, potentially including taxation, enterprise fund revenue and/or Free Cash.

To establish and transfer the initial monies into the fund, I am requesting the sum of \$100,000 be appropriated, \$70,000 from General Fund Free Cash and \$10,000 from each of the enterprise funds Free Cash (Water, Sewer & Emergency Medical Services.)

Attached is a copy of the Declaration of Trust for your records.

Your approval to establish the OPEB Trust Fund and to approve this transfer is respectfully requested.

Best Regards,

Jasiel F. Correia II
Mayor

ORDERED, that the City Council hereby accepts the provisions of Section 20 of Massachusetts General Laws Chapter 32B, which section relates to the establishment of a Other Post-Employment Benefits (OPEB) Trust.

City of Fall River, *In City Council*

46

ORDERED:


That the sum of \$100,000 be, and the same is, hereby appropriated for the OPEB Trust Fund from:

GENERAL FUND FREE CASH	\$70,000
WATER FUND FREE CASH	\$10,000
SEWER FUND FREE CASH	\$10,000
EMS FUND FREE CASH	\$10,000

FY19 Appropriation/Transfer Number Analysis

Line	Original/Revised Appropriation	Amount Transferred	Adjusted Balance
General Fund Free Cash	\$ 411,725.00	\$ (70,000.00)	\$ 341,725.00
Water Fund Free Cash	\$ 550,971.00	\$ (10,000.00)	\$ 540,971.00
Sewer Fund Free Cash	\$ 1,359,941.00	\$ (10,000.00)	\$ 1,349,941.00
EMS Fund Free Cash	\$ 279,768.00	\$ (10,000.00)	\$ 269,768.00
OPEB Trust Fund	\$ -	\$ 100,000.00	\$ 100,000.00

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


 Jennifer Argo, City Auditor
 November 6, 2018

4b

CITY OF FALL RIVER, MASSACHUSETTS
OTHER POST-EMPLOYMENT BENEFITS ("OPEB") TRUST

DECLARATION OF TRUST

THIS DECLARATION OF TRUST is made this ____ day of _____, 2018, by and between the between the City of Fall River, acting through its Mayor (the "City") and the duly serving members of the Board of Trustees (the "Trustees").

WITNESSETH:

Whereas, the CITY has established certain other post employment benefits ("OPEB"), other than pensions, for eligible former employees of the CITY; and

Whereas, the CITY wishes to establish an irrevocable trust (hereinafter the "Trust") for the purpose of funding OPEB obligations as required to be reported under General Accounting Standards Board ("GASB") Statements 43 and 45 and the valuation and accounting requirements that have been recently revised in Government Accounting Standards Board ("GASB") Statements 74 and 75 or as may be required under any superseding Statements; and

Whereas, the Trust is established by the CITY with the intention that it qualify as a tax-exempt trust performing an essential governmental function within the meaning of Section 115 of the Code and Regulations issued thereunder and as a trust for OPEB under G.L. c.32B, §20, as amended by Chapter 218 of the Acts of 2016;

Now, Therefore, in consideration of the foregoing promises and the mutual covenants hereinafter set forth, CITY and the TRUSTEE hereby agree as follows.

ARTICLE I
DEFINITIONS

As used herein, the following terms shall have the following meanings:

- 1.1. "Code" means the Internal Revenue Code of 1986, as amended from time to time.
- 1.2. "ERISA" means the Employee Retirement Income Security Act of 1974, as amended from time to time and any successor statute.

- 1.3. "GASB 43 and 45," shall mean Government Accounting Standards Board, Statement No. 43 and Statement No. 45, Accounting and Financial Reporting by Employers for Post-Employment Benefits Other Than Pensions and "GASB 74 and 75 shall mean Government Accounting Standards Board, Statement No. 74 and 75, Statements No 74, *Financial Reporting for Postemployment Benefits plans Other Than Pension Plans*, and No. 75, *Accounting and Financial Reporting for Postemployment Benefits Other than Pensions*.
- 1.4. "Other post-employment benefits" or "OPEB," shall mean post-employment benefits other than pensions as that term is defined in GASB 43 and 45 including post-employment healthcare benefits, regardless of the type of plan that provides them, and all post-employment benefits provided separately from a pension plan, excluding benefits defined as termination offers and benefits.
- 1.5. "Retired Employee" means those persons who have retired from employment with the CITY and who are qualified to receive retirement benefits pursuant to G.L. c.32 or as otherwise provided by law.
- 1.6. "Trust" means the City of Fall River, MA OPEB Trust as hereby established.
- 1.7. "TRUSTEE" means the duly appointed Trustee, and any successor Trustee appointed as provided pursuant to Article 5.
- 1.8. "Trust Funds" means all the money and property, of every kind and character, including principal and income, held by the Trustee under the Trust.
- 1.9. "HCST Board" means the Health Care Security Trust board of trustees established pursuant to G.L. c. 29D, Section 4.
- 1.10. "SRBIF" means the State Retiree Benefits Trust Fund established pursuant to G.L. 32A, Section 24.

ARTICLE 2

PURPOSE

2.1. The Trust is created for the sole purpose of providing funding for OPEB, as determined by the CITY, or as may be required by collective bargaining agreement, or by any general or special law providing for such benefits, for the exclusive benefit of the CITY's Retired Employees and their eligible dependents and for defraying the reasonable administrative, legal, actuarial and other expenses of the Trust. The assets held in the Trust shall not be used for or diverted to any other purpose, except as expressly provided herein.

2.2. It is intended that the Trust shall constitute a so called "Qualified OPEB Trust" according to the standards set forth in GASB 43 and 45 and that it further qualify as a Integral Part Trust for all purposes under Article 115(c) of the Code or under any comparable provision of future legislation that amends, alters, or supersedes the Code.

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ARTICLE 3
ESTABLISHMENT OF TRUST

3.1. In order to implement and carry out the provisions of G.L. c.32B, §20, the CITY hereby establishes this Trust which shall be known as the "City of Fall River OPEB Trust."

3.2. The Trust shall be irrevocable, and no Trust funds shall revert to the CITY until all OPEB owed to retired City employees have been satisfied or defeased. The Trust shall be deemed an expendable trust subject to appropriation.

3.3. The principal location of the Trust shall be the offices of the City of Fall River, One Government Center, Fall River, MA 02920.

3.4. The TRUSTEE hereby accepts the trusts imposed upon him by this Trust Agreement and agrees to perform said trusts as a fiduciary duty in accordance with the terms and conditions of this Trust Agreement.

3.5. The TRUSTEE shall hold legal title to all property of the Trust and neither the CITY, nor any employee, official, or agent of the CITY, nor any individual, shall have any right title or interest to the Trust.

3.6. The Trust shall consist of such sums of money as shall from time to time be paid or delivered to the TRUSTEE by the CITY, which together with all earnings, profits, increments and accruals thereon, without distinction between principal and income, shall constitute the Trust hereby created and established. Nothing in this Agreement requires the CITY to make contributions to the Trust to fund OPEB. Any obligation of the CITY to pay or fund benefits shall be determined in accordance with applicable law and any agreement to provide OPEB.

ARTICLE 4
TRUST FUNDING

4.1. The Trust Fund shall be credited with all amounts appropriated or otherwise made available by the CITY and employees of the CITY as a contribution to the Trust for the purposes of meeting the current and future OPEB costs payable by the CITY, or any other funds donated or granted specifically to the CITY for the Trust, or to the Trust directly.

4.2. The TRUSTEE shall be accountable for all delivered contributions but shall have no duty to determine that the amounts received are adequate to provide the OPEB Benefits determined by the CITY.

4.3. The TRUSTEE shall have no duty, expressed or implied, to compel any contribution to be made by the CITY, but shall be responsible only for property received by the TRUSTEE under this Trust Agreement.

4.4 The CITY shall have no obligation to make contributions to the Trust to fund OPEB, and the size of the Trust may not be sufficient at any one time to meet the CITY'S OPEB liabilities. This Trust Agreement shall not constitute a pledge of the CITY'S full faith and credit or assessment power for the purpose of paying OPEB, and no retiree or beneficiary may compel the exercise of taxing power by the CITY for such purposes. The obligation of the CITY to pay or fund OPEB obligations, if any, shall be determined by the CITY or applicable law. Distributions of assets in the Trust are not debts of the CITY within the meaning of any constitutional or statutory limitation or restriction.

4.5 Earnings or interest accruing from investment of the Trust shall be credited to the Trust. Amounts in the Trust Fund, including earnings or interest, shall be held for the exclusive purpose of, and shall be expended only for, the payment of the costs payable by the CITY for OPEB obligations to Retired Employees and their dependents, and defraying the reasonable expenses of administering any plan providing OPEB Benefits as provided for in this Trust Agreement.

4.6 Amounts in the Trust Fund shall in no event be subject to the claims of the CITY'S general creditors. The Trust Fund shall not in any way be liable to attachment, garnishment, assignment or other process, or be seized, taken, appropriated or applied by any legal or equitable process, to pay any debt or liability of the CITY, or of retirees or dependents who are entitled to OPEB.

ARTICLE 5

TRUSTEES

5.1 The Trust shall be administered by a Board of TRUSTEES consisting of five members as follows: the Mayor, the City Treasurer, City Auditor; one (1) member of the City Council who shall be designated by the President of the City Council, to serve as a Trustee for a term of two years; and one (1) member who shall be appointed by the Mayor for a term of 3 year. The terms of members designated by the President of the City Council and by the Mayor shall commence upon said designation. The President of the City Council and the Mayor shall notify the City the City Council of the designation of member of the Board.

5.2 The Mayor shall call for the first meeting of the TRUSTEES and shall serve as the initial Chairperson of the Trustees to facilitate the organization of the Trustees

5.3 A TRUSTEE may resign by providing the City Clerk and the Board of TRUSTEES Chairperson with written notice thereof.

5.4 In the event the TRUSTEE resigns, is removed or is otherwise unable to serve, the Mayor shall appoint a Trustee to fill the vacancy for the remainder of the term. In the event the Trustee appointed by the City Council resigns, is removed or is otherwise unable to service, the City of Council shall appoint one of its members to fill the vacancy for the remainder of the term.

5.5 Whenever a change occurs in the membership of the Board of TRUSTEES, the legal title to property held by this Trust shall automatically pass to the duly appointed successor TRUSTEES.

5.6. Each future TRUSTEE shall accept the office of TRUSTEE and the terms and conditions of this Trust Agreement in writing.

5.5. Upon leaving office, a TRUSTEE shall promptly and without unreasonable delay, deliver to the Trust's principal office any and all records, documents, or other documents in his possession or under his control belonging to the Trust.

5.6. The TRUSTEES shall be a special municipal employee for purposes of G.L. c.268A and shall be subject to the restrictions and prohibitions set forth therein.

ARTICLE 6

POWERS OF THE TRUSTEE

6.1. The TRUSTEES shall have the power to control and manage the Trust and the Trust Fund and to perform such acts, enter into such contracts, engage in such proceedings, and generally to exercise any and all rights and privileges, although not specifically mentioned herein, as the TRUSTEES may deem necessary or advisable to administer the Trust and the Trust Fund or to carry out the purposes of this Trust. In addition to the powers set forth elsewhere in this Agreement, the powers of the TRUSTEE, in connection with his managing and controlling the Trust and its General Fund, shall include, but shall not be limited to, the following:

6.1.1. To enter into an administrative services contract or other contracts with one or more insurance companies, nonprofit hospital, medical or dental service corporations, or with one or more health care organizations or health maintenance organizations, or with one or more third-party administrators or other entities to organize, arrange, or provide for the delivery or payment of health care coverage or services (including dental services), whereby the funds for the payment of claims of eligible persons, including appropriate service charges of the insurance carrier, third party administrator or other intermediary, shall be furnished by the TRUSTEES from the Trust Fund for the payment by such intermediary to the health care vendors or persons entitled to such payments in accordance with the terms and provisions of said contract.

6.1.2. To purchase contracts of insurance or reinsurance through such broker or brokers as the TRUSTEE may choose and to pay premiums on such policies.

6.1.3. To receive, hold, manage, invest and reinvest all monies which at any time form part of the Trust, whether principal or income, provided however that there shall be no investment directly in mortgages or in collateral loans and further provided that the TRUSTEE shall comply with the provisions of Article 7 of this Trust Agreement, applicable law and any investment policy adopted by the TRUSTEES concerning the investment and management of Trust assets.

6.1.4. To hold cash, uninvested, for such length of time as the TRUSTEE may determine without liability for interest thereon.

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6.1.5. To develop and recommend as actuarially determined funding schedule subject to approval of the City Council and Mayor and subject to the City's appropriation process.

6.1.6. To employ suitable agents, advisors and counsel as the TRUSTEES may deem necessary and advisable for the efficient operation and administration of the Trust, to delegate duties and powers hereunder to such agents, advisors and counsel, and to charge the expense thereof to the Trust. The TRUSTEES are entitled to rely upon and may act upon the opinion or advice of any attorney approved by the TRUSTEES in the exercise of reasonable care. The TRUSTEES shall not be responsible for any loss or damage resulting from any action or non-action made in good faith reliance upon such opinion or advice. All delegated authority shall be specifically defined in any by-laws adopted by the TRUSTEES or the written minutes of the Trustees' meetings.

6.1.7. To hire employees or independent contractors as the TRUSTEES may deem necessary or advisable to render the services required and permitted for the proper operation of the Trust, and to charge the expense thereof to the Trust.

6.1.8. To continue to have and to exercise, after the termination of the Trust and until final distribution, all of the title, powers, discretions, rights and duties conferred or imposed upon the TRUSTEES hereunder, by any by-laws adopted by the TRUSTEES or by law.

6.1.9. To construe and interpret this Trust Agreement and other documents related to the purposes of the Trust.

6.1.10. To maintain bank accounts for the administration of the Trust and the Trust Funds and to either make payments from any appropriate account for purposes of the Trust, or to authorize other appropriate persons to make said payments for the sole purpose of OPEB.

6.1.11. To receive and review reports of the financial condition and of the receipts and disbursements of the Trust and the Trust Fund.

6.1.12. To adopt by-laws, rules, regulations, formulas, actuarial tables, forms, and procedures by resolution from time to time as they deem advisable and appropriate for the proper administration of the Trust, including participation criteria, provided the same are consistent with the terms of this Trust Agreement and applicable laws.

6.1.13. To purchase as a general administrative expense of the Trust so-called director's liability insurance and other insurance for the benefit of the Trust and/or the protection of the TRUSTEE, Trust officers, employees, or agents against any losses by reason of errors or omissions or breach of fiduciary duty or negligence.

6.1.14. To enter into any and all contracts and agreements for carrying out the terms of this Trust Agreement and for the administration and operation of the Trust and to do all acts as they, in their discretion, may deem necessary or advisable. Except as otherwise directed by the TRUSTEES, all such contracts and agreements, or other legal documents herein authorized, shall be executed by the Chairperson, or Secretary as may be voted by the TRUSTEES.

6.1.15. To receive contributions or payments from any source whatsoever but such contributions or payments may not be utilized for any purpose unrelated to the provision of OPEB as herein provided or properly authorized expenses.

6.1.16. To pay taxes, assessments, and other expenses incurred in the collection, care, administration, and protection of the Trust.

6.1.17. To do all acts, whether or not expressly authorized herein, which the TRUSTEE may deem necessary or proper in connection with the administration of the Trust, although the power to do such acts is not specifically set forth herein.

6.1.18. To compromise, settle or arbitrate any claim, debt, or obligation of or against the Trust or Trust Fund; to enforce or abstain from enforcing any right, claim, debt or obligation, and to abandon any shares of stock, bonds, or other securities, or interests determined by it to be worthless; to prosecute, compromise and defend lawsuits, but without the obligation to do so, all at the risk and expense of the Trust;

6.1.19. To hire one or more consultants, actuaries, accountants, attorneys or other professionals to assist with the administration of the Trust Fund and to pay such amounts that the TRUSTEES deems to be reasonable, including, without limiting the generality of the foregoing, third party firms to provide legal, tax, accounting and audit services to the Trust.

6.1.20. To comply with all requirements imposed by applicable provisions of law.

6.1.21. To serve as custodian with respect to Trust assets.

6.1.22. If so authorized by vote of the City Council with the approval of the Mayor in accordance with G.L. c 32A, Section 24 to direct the Treasurer/Custodian to take all steps necessary to invest the funds in the SRBIF.

6.1.23. If so directed by vote of the City Council with approval of the Mayor in accordance with G.L. 32B, Section 20, to take all steps necessary to designated HCST Board as custodian of the Trust assets and thereby invest the funds in the SRBIF.

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ARTICLE 7
LIMITATION OF TRUSTEES' POWERS, DUTIES AND
RESPONSIBILITIES

7.1. Nothing contained in the Trust Agreement, either expressly or by implication, shall be deemed to impose any powers, duties or responsibilities on the TRUSTEES other than those set forth in this Trust Agreement.

7.2. The TRUSTEES shall have such rights, powers and duties as are provided to a named fiduciary for the investment of assets under ERISA. The TRUSTEES shall not be liable for the making, retention or sale of any investment or reinvestment made by the TRUSTEES as herein provided or for any loss to or diminution of the Trust Fund or for anything done or admitted to be done by the TRUSTEES with respect to the Trust Agreement or the Trust Fund except as and only to the extent that such action constitutes a violation of the law or gross negligence.

7.3. The TRUSTEES, in his discretion, may purchase as an expense of the Trust Fund such liability insurance for themselves or any other fiduciary selected by the TRUSTEES as may be reasonable. The CITY, in its discretion, may also purchase liability insurance for the TRUSTEES, and as the CITY may select, for any person or persons who serve in a fiduciary capacity with respect to the Trust.

7.4. The CITY shall not assume any obligation or responsibility to any person for any act or failure to act of the TRUSTEES, any insurance company, or any beneficiary of the Trust Fund. The TRUSTEES, shall have no obligation or responsibility with respect to any action required by this Trust Agreement to be taken by the TRUSTEES, any insurance company, or any other person, or for the result or the failure of any of the above to act or make any payment or contribution, or to otherwise provide any benefit contemplated by this Trust Agreement.

7.5. Neither the TRUSTEES nor the CITY shall be obliged to inquire into or be responsible for any action or failure to act on the part of the other. No insurance company shall be a party to this Trust Agreement, for any purpose, or be responsible for the validity of this Trust Agreement, it being intended that such insurance company shall be liable only for the obligations set forth in the policy or contract issued by it.

7.6. The TRUSTEES shall invest and manage Trust assets as a prudent investor would, using the judgment and care under the circumstances then prevailing that persons of prudence, discretion, and intelligence exercise in the management of their own affairs, not in regard to speculation but in regard to the permanent disposition of their funds, considering the probable income as well as the probable safety of their capital, pursuant to G.L. c.203C.

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ARTICLE 8
ACTIONS BY THE TRUSTEE

8.1 The TRUSTEES may, by instrument, delegate to any attorney, agent or employee such other powers and duties as he deems advisable, including the power to execute, acknowledged or deliver instruments as fully as the TRUSTEES might himself and to sign and endorse checks for the account of the TRUSTEES of the Trust.

8.3 The TRUSTEES shall be required to be bonded in such a fashion necessary to protect the fund assets.

ARTICLE 9
LIABILITY OF THE TRUSTEE

9.1 The TRUSTEES shall not be liable for any mistake of judgment or other action made, taken or omitted by the TRUSTEES in good faith, nor for any action taken or omitted by any other TRUSTEE or any agent or employee selected with reasonable care, and the duties and obligations of the TRUSTEES hereunder shall be expressly limited to those imposed upon him by this Trust Agreement.

9.2 No successor TRUSTEE shall be held responsible for an act or failure of a predecessor TRUSTEE.

9.3 The TRUSTEE is a public employee for purposes of G.L. c.258, and shall be indemnified by the CITY against any civil claim, action, award, compromise, settlement or judgment by reason of an intentional tort to the same extent and under the same condition as other public employees of the CITY.

9.4 The TRUSTEES shall not be indemnified for violation of the civil rights of any person if he acted in a grossly negligent, willful or malicious manner, or in connection with any matter where it is shown to be a breach of fiduciary duty, an act of willful dishonesty or an intentional violation of law by the TRUSTEES.

ARTICLE 10
MEETINGS OF THE TRUSTEES

10.1 The Trust may meet at such times and such places and the TRUSTEES.

10.2 The TRUSTEES shall comply with the Open Meeting Law, G.L. c 30A, sections 18-25 and its implementing regulations.

10.3 A quorum at any meeting shall be a majority of the TRUSTEES then in office.

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ARTICLE 11
TAXES, EXPENSES, AND COMPENSATION

11.1. It is intended that the Trust will be a Code Article 115 trust. As such, it is expected that there will be no income taxes owed by the Trust. To the extent that any taxes are imposed on the Trust, the TRUSTEES shall use the assets of the Trust Fund to pay for any taxes owed.

11.2. All reasonable costs and expenses of managing and administering the Trust and the Trust Fund, and reimbursement for reasonable fees incurred through the use of third party vendors or agents, shall be paid from the Trust unless the CITY chooses to pay the expenses directly.

ARTICLE 12
ACCOUNTS

12.1. The TRUSTEES shall keep complete and accurate accounts of all of the Trust's receipts, investments and disbursements under this Trust Agreement. Such records, as well as all other Trust records, shall be retained and made available for public inspection and or copying in accordance with the requirements of the Public Records Law, G.L. c.66, §10 and G.L. c.4, §7, clause 26th and their implementing regulations. The person or persons designated by the CITY shall be entitled to inspect such records upon request at any reasonable time.

12.2. The books and records of the Trust shall be audited annually by the CITY's independent auditor in accordance with accepted accounting practices. The results of the audit shall be provided to the CITY at the same time as it is presented to the TRUSTEES.

12.3. The Trust Fund shall be subject to the Commonwealth of Massachusetts Public Employee Retirement Administration Commission's triennial audit, or otherwise may be required by applicable law.

ARTICLE 13
ANNUAL REPORTS

13.1. The TRUSTEES shall furnish to the CITY annually, or more frequently if the CITY so requests, a statement of account showing the condition of the Trust Funds and all investments, sales, income, disbursements and expenses of the Trust and the Trust Fund.

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ARTICLE 14
INVESTMENT OF TRUST FUNDS

14.1. The TRUSTEES hereby authorize and direct the CITY Treasurer to invest and reinvest the amounts in the Trust Fund not needed for current disbursement, consistent with the prudent investor rule, and as provided in the Investment Policy which is attached to this instrument and hereby incorporated; provide however, that if directed by a vote of the City Council with approval of the Mayor, the CITY Treasurer shall be authorized to invest said amounts in the Trust Fund in the SRBTF; and further provide that if HSCT is appointed as custodian of the trust as provided in Paragraph 15.1 below, HCST shall be authorized to invest and reinvest said amounts in the Trust Fund in accordance with its Investment Policy.

14.2. In no event shall the funds be invested directly in mortgages or in collateral loans.

ARTICLE 15
CUSTODY OF THE TRUST FUNDS

15.1. The TRUSTEES hereby appoints the Treasurer of the CITY as custodian of the Trust Fund and authorizes the Treasurer to employ an outside custodial service to maintain custody of the Trust Funds. All funds in the Trust Fund shall be accounted for separately from all other funds of the CITY. Such appointment shall be in effect unless and until, by vote of the City Council with approval of the Mayor in accordance with G.L. c 32B, Section 20, and subject to acceptance of HCST, HCST is appointed as custodian of the Trust assets. In the event such appoint of HCST as custodian is revoked or otherwise terminated, the CITY Treasurer shall automatically be reappointed as custodian of the trust Fund further necessary action.

15.2. The Treasurer of the CITY, with the authorization of the TRUSTEES; shall establish one or more checking accounts, which may be interest bearing or non-interest bearing accounts. Such checking account or accounts shall be funded solely from the Trust Funds, and the TRUSTEES may authorize the Treasurer of the CITY to draw on such checking accounts for the payment of OPEB and for the administrative expenses of the Trust.

ARTICLE 16
TERMINATION OF TRUST

16.1. The Trust shall continue unless and until terminated pursuant to applicable state or federal law or regulation, or until all such health care and other non-pension benefits, current and future, a payable by the CITY have been satisfied or defeased.

16.2. Upon termination of the Trust, subject to the payment of or making provision for the payment of all obligations and liabilities of the Trust and the TRUSTEES, the net assets of the Trust shall be transferred to the CITY and held by the Treasurer of the CITY to be used exclusively for providing OPEB to Retired Employees and their eligible dependents and for no other purpose, unless otherwise require by state or federal law or regulations.

- 16.3. The powers of the TRUSTEE shall continue until the affairs of the Trust are concluded.

ARTICLE 17
AMENDMENTS

- 17.1. The Trust may only be amended as set forth herein. The CITY may amend the Trust at any time as may be necessary to comply with the requirements for tax exemption under Section 115 of the Code, to conform the Trust to the laws of the Commonwealth of Massachusetts and to meet the standards set forth by the Government Accountant Standards (GASB) to be treated as funded through a qualifying trust or equivalent arrangement.
- 17.2. This Trust Agreement may be amended, but not revoked, from time to time by the CITY, subject to the following limitations:
- 17.2.1. The assets of the Trust may not be used for or diverted to any other purposes prior to satisfaction of the CITY's OPEB obligations, and reasonable expenses of administering the Trust.
- 17.2.2. The duties and liabilities of the TRUSTEE cannot be substantially changed without his written consent.
- 17.3. Any amendment to this Trust shall be executed in writing.

ARTICLE 18
MERGER

- 18.1. The CITY may provide for the merger of the Trust with one or more other trusts established by the CITY or other government entities for similar purposes as may be provided by law.

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ARTICLE 19
SEVERABILITY OF INVALID PROVISIONS

19.1. If any provision of this Trust Agreement is determined invalid, illegal, or unenforceable for any reason, then the provision shall be severed from the remaining provisions of the Trust Agreement for any reason, and the remaining parts of the Agreement shall be construed to give the maximum practical effect to the purposes stated herein, as if the invalid, illegal, or unenforceable provision was never a part.

ARTICLE 20
DISBURSEMENTS FROM THE OPEB FUND

20.1 Pursuant to General Laws Chapter 32B, Section 20 amounts in the City of Fall River OPEB Fund may be appropriated by a two-thirds vote of the TRUSTEES to pay for the CITY's share of health insurance benefits for retirees of the CITY and their dependents upon certification by the TRUSTEES that such amounts are available in the fund.

20.2 The Treasurer of the CITY, after consultation with the Chairperson of the TRUST shall determine the amount to be appropriated from the fund to the annual budget for retiree health insurance and shall notify the TRUSTEES of that amount at the earliest possible opportunity in the annual budget cycle.

20.3 Upon notification, the TRUSTEES shall take diligent steps to certify, those funds available for appropriation by the CITY, or that said funds will be available by the time the appropriation would become effective or provide an explanation why the funds are or will not be available or should not be made available.

ARTICLE 21
MISCELLANEOUS

21.1. This Trust Agreement shall be interpreted, construed and enforced, and the Trust hereby created shall be administered in accordance with and governed by the laws of the United States and of the Commonwealth of Massachusetts.

21.2. The titles to Articles of this Trust Agreement are placed herein for convenience of reference only, and the Trust Agreement is not to be construed by reference thereto.

21.3. No person shall be obliged to see to the application of any money paid or property delivered to the Trustees, or as to whether or not the TRUSTEES has acted pursuant to any authorization herein required, or as to the terms of this Trust Agreement. In general, each person dealing with the TRUSTEES may act upon any advice, request or representation in writing by the TRUSTEES, or by the TRUSTEES' duly authorized agent, and shall not be liable to any person in so doing. The certification of the TRUSTEES that he is acting in accordance with this Trust Agreement shall be conclusive in favor of any person relying thereon.

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21.4. This Trust Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original but all of which together shall constitute but one instrument, which may be sufficiently evidenced by any counterpart.

21.5. Until advised to the contrary, the TRUSTEE may assume this Trust is entitled to exemption from taxation under Section 115 of the Internal Revenue Code of 1986 or under any comparable section or sections of future legislation that amend, supplement or supersede one or both of those sections of the Internal Revenue Code.

IN WITNESS WHEREOF, the parties hereto have caused this Trust Agreement to be executed in their respective names by their duly authorized officers as of the day and year first above written.

CITY OF FALL RIVER

APPROVED AS TO LEGALITY
& FORM

MAYOR

JOSEPH MACY, ESQ.
CORPORATE COUNSEL

MEMBER

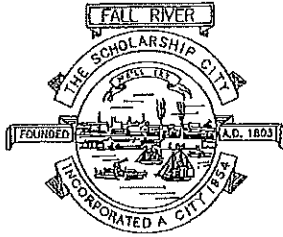
MEMBER

WITNESS TO ALL

MEMBER

MEMBER

MEMBER



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

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RECEIVED

2018 OCT 31 P 4:48

CITY CLERK _____
FALL RIVER, MA

JASIEL F. CORREIA II
Mayor

October 31, 2018

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

RE: Appropriation/Loan Orders

Mr. President and Members of the Honorable City Council:

Superintendent Matthew Malone is respectfully requesting that the City appropriate the sum of \$250,000 for a feasibility study at the Stone School at Westall and the Resiliency Preparatory Academy School. The MSBA as part of the Massachusetts School Building Authority's Accelerated Buildings Repair Program will reimburse the City 80% of the study.

Your approval of appropriation/loan order is respectfully requested.

Best Regards,

Jasiel F. Correia II
Mayor

LOAN ORDER

(RESILIENCY PREPARATORY ACADEMY/WESTALL FEASIBILITY STUDY)

ORDERED: That the City appropriates the amount of Two Hundred and Fifty Thousand Dollars (\$250,000) for the purpose of paying costs of a feasibility study for the replacement of boilers and a partial roof replacement at the Stone School at Westall and roof replacement and a boilers at the Resiliency Preparatory Academy School including the payment of all cost incidental or related thereto, and for which the City may be eligible for a grant from the Massachusetts School Building Authority ("MSBA"), said amount to be expended under the direction of Fall River School Building Committee. To meet this appropriation, the City Treasurer, with the approval of the Mayor, is authorized to borrow said amount under and pursuant to M.G.L. Chapter 44, or pursuant to any other enabling authority. The City acknowledges that the MSBA's grant program is a non-entitlement, discretionary program based on need, as determined by the MSBA, and any costs the City incurs in excess of any grant approved by and received from MSBA shall be the sole responsibility of the City, and that the amount borrowing authorized pursuant to this vote shall be reduced by any grant amount set forth in the Feasibility Study Agreement that may be executed between the City and the MSBA, and,

BE IT FURTHER ORDERED: That the Treasurer is authorized to file an application with the appropriate officials of the Commonwealth of Massachusetts (the "Commonwealth") to qualify under Chapter 44A of the General Laws any and all bond of the City to be issued pursuant to this Order, and to provide such information and execute such documents as such officials of the Commonwealth may require.



FALL RIVER PUBLIC SCHOOLS
Facilities & Operations

Matthew H. Malone, Ph.D.
Superintendent of Schools

Kenneth C. Pacheco
Chief Operations Officer

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November 1, 2018

The Honorable Jasiel F. Correia II
City of Fall River
1 Government Center
Fall River, MA 02722

Dear Mayor Correia:

I am attaching herewith, for your consideration and approval, a request through the Mayor; to the City Council to appropriate funds for the Feasibility Study of the RPA/Westall proposed projects so authorized by the School Committee. The request to the City is for \$250,000 which is eligible for an 80/20% grant opportunity. The School District along with the City submitted two Statements of Interest for consideration in the Massachusetts School Building Authority's Accelerated Buildings Repair Program and was invited into the next round which is the feasibility study round. This study will determine if the projects which have been presented to the MSBA are sound in nature and economically feasible. The proposed projects are for the replacement of boilers and a partial roof replacement at the Stone School at Westall as one request, the second request will be for roof replacement and boilers at the Resiliency Preparatory Academy School.

Thank you in advance for your consideration to this matter.

Sincerely,

Kenneth C. Pacheco,
Chief Operations Officer

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MOTION/VOTE/ORDER

That the City of Fall River appropriate the amount of two hundred fifty thousand (\$250,000) Dollars for the purpose of paying costs of procuring an Owners Project Manager and a Design Firm to conduct a feasibility study for The Resiliency Preparatory Academy located at 290 Rock Street, this project includes a full roof replacement and the replacement 2 Boilers; Stone School at Westall, this project includes a partial roof replacement and the replacement of 2 boilers, including the payment of all costs incidental or related thereto, and for which City of Fall River may be eligible for a grant from the Massachusetts School Building Authority ("MSBA"), said amount to be expended under the direction of Director of Facilities Maintenance. To meet this appropriation the City Council, with the approval of the Mayor is authorized to borrow said amount under and pursuant to M.G.L. Chapter 44, or pursuant to any other enabling authority. The City of Fall River acknowledges that the MSBA's grant program is a non-entitlement, discretionary program based on need, as determined by the MSBA, and any costs the City of Fall River incurs in excess of any grant approved by and received from the MSBA shall be the sole responsibility of the City of Fall River, that the amount of borrowing authorized pursuant to this vote shall be reduced by any grant amount set forth in the Feasibility Study Agreement that may be executed between the City of Fall River and the MSBA.



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

RECEIVED

2018 NOV -1 P 3:49

CITY CLERK _____
FALL RIVER, MA

JASIEL F. CORREIA II
Mayor

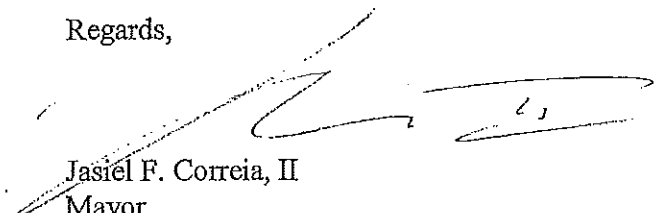
November 1, 2018

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

Honorable Councilors:

As outlined in the attached documents, the School Department has negotiated a contract with a utility supplier that provides a 10% annual savings in electricity costs over a 20 year period. Due to the contract length, City Council approval is required. Your approval of this contract is respectfully requested.

Regards,



Jasiel F. Correia, II
Mayor



FALL RIVER PUBLIC SCHOOLS
Facilities & Operations

Matthew H. Malone, Ph.D.
Superintendent of Schools

Kenneth C. Pacheco
Chief Operations Officer

November 1, 2018

The Honorable Jasiel F. Correia II
City of Fall River
1 Government Center
Fall River, MA 02722

Dear Mayor Correia:

I am proposing that the Fall River Public School District be allowed to enter into a long term contract with Clean Energy Collective for the purchase of our electricity needs. The City entered into a similar contract five years ago with Uxbridge Solar which has generated a savings of 20% each year. The proposal being presented to you is offering a 10% reduction in cost each year for 20 years; as you can see the longer these kinds of programs exist the percentage of savings continue to decrease. These savings will continue regardless of the cost of electricity. There is no upfront cost to the District or any solar panels on our property. Thank you in advance for your consideration to this matter.

Sincerely,

Kenneth C. Pacheco,
Chief Operations Officer.



Clean Energy
COLLECTIVE®

Community Solar Proposal

Clean Energy Collective in Massachusetts

For the first time, CEC is developing large scale community solar facilities in Massachusetts, with multiple projects serving EverSource (including Western Massachusetts Electric) and National Grid customers throughout the commonwealth. These projects will be SMART approved facilities as defined by the Massachusetts Department of Energy Resources (DOER). This means they feature the highest on-bill credit rates of any solar project. Customers of these Massachusetts utilities can now receive reduced energy costs from local renewable energy simply by participating in one or more of the CEC community-owned solar arrays.

How Clean Energy Collective's Community Solar Works

Commercial, Government, Non-Profit, and Residential utility customers can participate in CEC's Community Solar Program without making an upfront payment. CEC customers are assigned a percentage of the production in a community solar facility and receive Net Metering Credits directly on their monthly electric bills for power produced by the panels. Once Net Metering Credits are received Customers will make a monthly payment to CEC for 90% of the bill credits received. Customers generate these automatic clean energy savings in one easy step, without changing their property or making an upfront payment.

Monthly Net Metering Credit

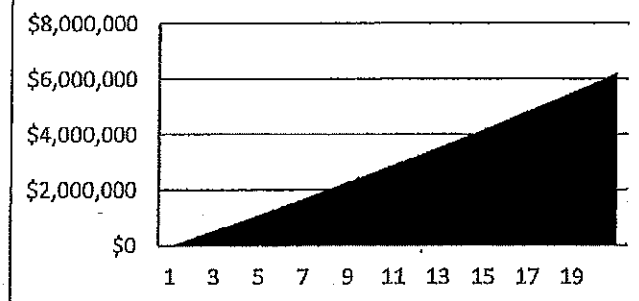
Each month, your utility will calculate the amount of kilowatt hours (kWh) attributable to each customer in the community solar array. Once the kWhs attributable to each customer are determined, the utility will apply a credit to your electric bill that is the product of the kWh produced at the Net Metering Credit rate. Credits are applied to your electric bills one month in arrears and used to directly offset the monthly electricity usage charges on the bill.

As your utility's rates change over time, the Net Metering Credit rate changes the same amount in order to keep pace with increasing electric costs. Regardless of rate changes, your savings are locked in for the 20 year term of the agreement. As rates increase, your savings increase and unlike some Power Purchase Agreements (PPA) with fixed prices or floors for power production, you will always retain your entire Net Metering Credit savings over the length of the agreement.

The utility will continue to bill all customers for the electricity consumed under prevailing tariff rates and generation agreement rates. The utility will apply the solar Net Metering Credits against the charges on your electric bill. The Net Metering Credits will reduce the whole dollar cost of the bill, with any excess credits rolled over and applied to future months' billings for up to 12 months.

Watts	
21,485,668	
Year One Savings	\$275,782
Total Savings	\$6,235,199
CO2 Avoided (lbs)	898,468,044
Car Travel Avoided (miles)	1,018,771,392
Trees Planted	1,385,773

Cumulative Savings





Clean Energy
COLLECTIVE®

Customer Participation Rules

To participate in the CEC program, you must have an active account with a local electrical utility served by CEC. Currently these are EverSource and NationalGrid. Any location, meter or account can participate. You may participate in more than one project, making it possible to maximize your savings from renewable energy or to supply savings to multiple locations in different utilities. You can change the utility account where credits are posted each year as your energy requirements change. In order to participate, you will be required to sign a 20-year contract. You can offset some or all the electricity you consume each year.

Massachusetts DOER requires that each community solar array have not more than two customers comprising 50% of the capacity and all other customers may not exceed 25 kW. Fortunately, with CEC's robust development schedule that includes multiple projects throughout the Commonwealth, you may combine capacity in a variety of projects to meet your objectives while remaining in compliance with these restrictions. With your historical annual electricity consumption and expense information, CEC can provide a system that generates sufficient total savings to offset up to 100% of your annual electricity expense.

Customer Payment

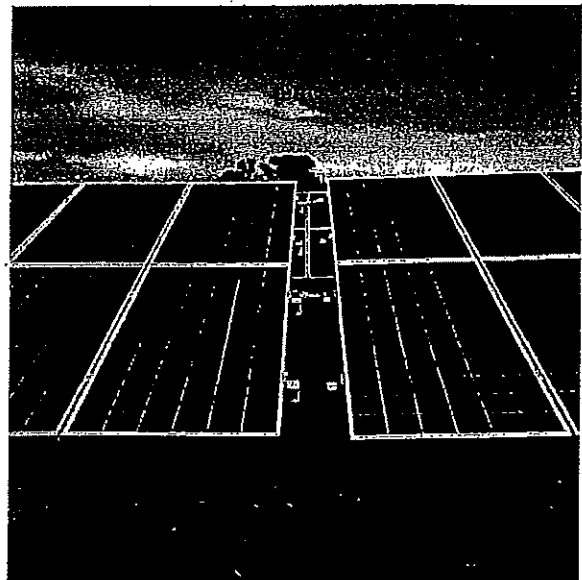
There is no down payment to participate in the CEC program. From the very first month after the solar array is connected to our utilities' grid you are generating Net Metering Credits that reduce your utility costs. The month after receiving your on bill credit for the power produced, CEC Customers will pay CEC 90% of the monthly Net Metering Credit that they received from their utility for the previous month, retaining 10% as savings every month. There is no additional cost. You pay and save for the Net Metering Credits after they are received and you are assured of saving 10% of the on-bill Net Metering Credits you receive year after year under the program.

Transfer

Net Metering Credits may be assigned to any meter under your utility account. This allows you the opportunity to move the Net Metering Credits from one location or account to others as your organization's needs change. To comply with the utility's regulations, CEC provides two opportunities each year for customers to make panel assignment changes.

Operations & Maintenance Program

CEC is responsible for the ongoing operations and maintenance of all Community Solar Arrays. Ongoing operations and maintenance includes active daily monitoring of production and weather information, with real-time visibility into actual production. Any unexpected degradation in production is flagged and investigated by CEC and our maintenance contractors. The manufacturer's 25-year panel warranty covers expected annual production assuming a 2.5% degradation rate in year 1, and then 0.67% per year for the next 19 years.



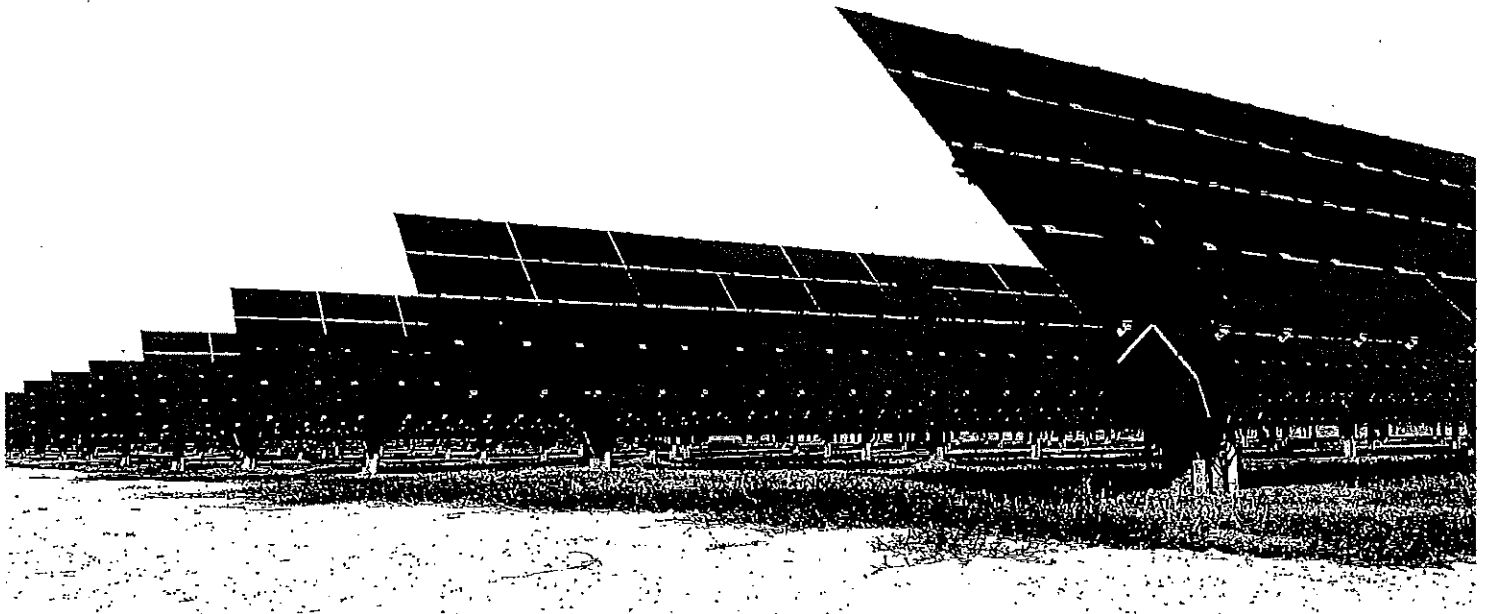


Clean Energy
COLLECTIVE.

The CEC Program provides the following production, savings and cost estimates:

Net Metering Credit Inflation			2.00%			
Net Metering Credit Rate			\$0.10160		Watts	21,485,668
Customer Discount			10.00%			
Year	Annual kWh	Net Metering Credit Rate	Annual Net Metering Credits	Annual Net Metering Credit Payments	Total Savings Generated	Cumulative Savings
1	27,144,572	\$0.10160	\$2,757,823	(\$2,482,041)	\$275,782	\$275,782
2	26,958,875	\$0.10363	\$2,793,736	(\$2,514,363)	\$279,374	\$555,156
3	26,773,179	\$0.10570	\$2,829,982	(\$2,546,984)	\$282,998	\$838,154
4	26,587,482	\$0.10782	\$2,866,561	(\$2,579,905)	\$286,656	\$1,124,810
5	26,401,785	\$0.10997	\$2,903,471	(\$2,613,123)	\$290,347	\$1,415,157
6	26,216,088	\$0.11217	\$2,940,710	(\$2,646,639)	\$294,071	\$1,709,228
7	26,030,392	\$0.11442	\$2,978,278	(\$2,680,450)	\$297,828	\$2,007,056
8	25,844,695	\$0.11670	\$3,016,172	(\$2,714,554)	\$301,617	\$2,308,673
9	25,658,998	\$0.11904	\$3,054,390	(\$2,748,951)	\$305,439	\$2,614,112
10	25,473,302	\$0.12142	\$3,092,931	(\$2,783,638)	\$309,293	\$2,923,405
11	25,287,605	\$0.12385	\$3,131,792	(\$2,818,612)	\$313,179	\$3,236,584
12	25,101,908	\$0.12632	\$3,170,970	(\$2,853,873)	\$317,097	\$3,553,681
13	24,916,211	\$0.12885	\$3,210,462	(\$2,889,416)	\$321,046	\$3,874,728
14	24,730,515	\$0.13143	\$3,250,265	(\$2,925,239)	\$325,027	\$4,199,754
15	24,544,818	\$0.13406	\$3,290,377	(\$2,961,339)	\$329,038	\$4,528,792
16	24,359,121	\$0.13674	\$3,330,793	(\$2,997,714)	\$333,079	\$4,861,871
17	24,173,425	\$0.13947	\$3,371,509	(\$3,034,358)	\$337,151	\$5,199,022
18	23,987,728	\$0.14226	\$3,412,522	(\$3,071,270)	\$341,252	\$5,540,274
19	23,802,031	\$0.14511	\$3,453,827	(\$3,108,444)	\$345,383	\$5,885,657
20	23,616,334	\$0.14801	\$3,495,419	(\$3,145,877)	\$349,542	\$6,235,199
Total	507,609,065		\$62,351,989	(\$56,116,790)	\$6,235,199	

Annual kWh is the estimated production from your portion of the solar facility.



Save 10% on electricity costs with RooflessSolar.

Community-shared solar (RooflessSolar), allows you to earn net metering bill credits against your monthly utility expenses, saving you money on your electricity costs.



It's Smart

You receive all of the benefits of going solar without a rooftop system. We help you size a system within the solar array to fit your energy usage, environmental goals, and budget.



It Saves

As a CEC customer, you retain a fixed 10% savings over the length of the contract, guaranteeing you savings every month, unlike other power purchase agreements that have escalating rates.



It's Clean

With RooflessSolar, you are supporting the production of clean, renewable energy that provides substantial benefits for our climate, our health, and our economy for generations to come.



It's Affordable

CEC provides maximum savings for the lowest cost. There's no capital investment and no maintenance fees, making RooflessSolar the most effective way to control your energy costs.



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STATEMENT OF QUALIFICATIONS

WHY CLEAN ENERGY COLLECTIVE?

Experience	452 Megawatts equaling 109 projects online or in development
Available Capacity	153 Megawatts under development in Massachusetts
Competitors	Ameresco, Blue Wave, Nexamp, Syncarpha
Entity	Privately held corporation.
Established	2009
Headquarters	Louisville, Colorado Worcester, MA (regional office)
Services	Designs, engineers, procures, constructs, finances, sells & maintains solar electric power systems. Pioneered Community Shared Solar model.
Customer Profile	Commercial, Government, Non-Profit and Residential. Massachusetts – recent customers engagements: TJX Corp., Cambridge Health Alliance, Cape Cod Health, Holy Cross Hospitals, Delaware North (TD Bank).
Investors	First Solar (25% ownership stake), New Energy Capital, Black Coral Capital.
Finance Partners	Key Equipment Finance, JP Morgan Chase, ANB Bank, Great Western Bank.
Project Purchasers	Morgan Stanley, GDF/Suez, Cypress Creek Renewables, Ameresco, Nautilus Power.
Development Partners	Engie (global energy developer).
Operating Territory	Nationally across 17 states.
Utilities Served	More than 35 public utilities. Massachusetts – Eversource, NGRID.

6

CAPACITY COMMITMENT AGREEMENT

This Capacity Commitment Agreement (the "*Agreement*") is effective as of _____, 20__ (the "*Effective Date*"), by and between CEC Development, LLC, a Colorado limited liability company ("*Company*") and _____, a _____ ("*Customer*"). Company and Customer are collectively referred to herein as the "*Parties*" and individually as a "*Party*."

RECITALS

WHEREAS, Company is a solar service provider in the business of developing eligible energy resource facilities that generate solar electricity that are intended to qualify as a Solar Tariff Generation Unit under the SMART Program Regulations (each a "*Facility*");

WHEREAS, the Customer's utility currently offers a solar Massachusetts renewable target (SMART) Program, whereby the Utility purchases generated solar electricity in return for utility alternative on-bill credits or net metering credits, as applicable (the "*Bill Credits*") issued on Customer's utility account;

WHEREAS, each Facility will be owned from time to time by a special purpose limited liability project company subsidiary of Company or one or more of Company's Affiliates (each, a "*Project Company*");

WHEREAS, Customer desires to commit to subscribe from Company a total nameplate production capacity as described herein in one or more of Company's Facilities (the "*Customer Commitment*"), as such capacity becomes available and allocated to Customer in accordance with this Agreement;

WHEREAS, each such allocation shall be subscribed pursuant to the terms of the agreement attached as Exhibit A (the "*Community Solar Subscription Agreement*"), and incorporated herein by reference;

WHEREAS, Company desires to subscribe such Customer Commitment to Customer as capacity becomes available pursuant to the terms and conditions of such Community Solar Subscription Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Defined Terms. If not defined in this Agreement, capitalized terms shall have the meanings set forth in the Community Solar Subscription Agreement, unless a different meaning is clearly indicated by the context.
2. Term. Company shall have four (4) years from the Effective Date (the "*Fulfillment Period*") to allocate up to the Customer Commitment described in Section 3 below to Customer in one or more Facilities. After the Fulfillment Period, Company shall not be obligated to allocate and Customer shall not be obligated to enter into any further Community Solar Subscription Agreements with respect to the Customer Commitment, provided however that the rights and obligations of each Community Solar Subscription Agreement executed by the parties thereto shall be unaffected by the expiration of this Agreement.
3. The Allocation of the Customer Commitment. During the Fulfillment Period, Company may allocate to Customer from time to time the Customer Commitment, which shall equal up to _____ kW AC in aggregate nameplate capacity in various Facilities, by providing to Customer one or more agreements regarding such allocation substantially in the form of the Community Solar Subscription Agreement attached hereto as Exhibit A. Customer shall execute such agreement(s) within ten (10) days of receipt thereof with a Project Company. Customer shall take no actions that will cause Customer to be ineligible to be allocated any portion of the Customer Commitment pursuant to this Agreement.
4. Assignment. Customer shall not assign or transfer this Agreement without the prior written consent of Company, which shall not be unreasonably withheld. Company may assign this Agreement, or any of Company's rights, duties, or obligations under this Agreement, to another

By: Clean Energy Collective, LLC
Its Manager

By: _____
Tom Sweeney, President of Renewable Assets

CUSTOMER

By: _____

Printed Name: _____

Title: _____

1

EXHIBIT A

COMMUNITY SOLAR SUBSCRIPTION AGREEMENT

This Community Solar Subscription Agreement (the "*Agreement*") is entered into as of _____, 20__ (the "*Effective Date*") and is by and between _____, LLC, a Colorado limited liability company ("*Company*"), and _____, a _____ ("*Customer*"). In this Agreement, Company and Customer are sometimes referred to individually as a "*Party*" and collectively as the "*Parties*."

RECITALS

WHEREAS, Company is in the business of financing, developing, owning, operating and maintaining solar electric generation facilities.

WHEREAS, Customer is an active electric account holder with utility listed on Appendix A (the "*Utility*") serving the Utility Service Location (as defined below), and Customer desires to participate in the Solar Massachusetts Renewable Target (Smart) Program (the "*Program*"), as further defined in Section 1 below.

WHEREAS, Company has constructed or intends to construct a Solar Tariff Generation Unit (as defined in the SMART Program Regulations (as defined below)) at the facility location set forth in Appendix A (the "*Facility*"). Company will interconnect the Facility with the Utility pursuant to the terms of the Tariff (as defined below), generator interconnection agreement, any other applicable tariff, or other agreements required to be executed with the Utility (collectively, the "*Interconnection and Credit Agreements*" or "*ICA*") pursuant to which Company or its Affiliate will deliver power generated at the Facility to the Utility. The Utility will provide Bill Credits (as defined below) to Customer as set forth in the Program and as directed by Company or its Affiliate.

WHEREAS, Customer wishes to subscribe to a portion of the electric generating capacity of the Facility (such portion, the "*Solar Interest*") during the Term (as defined below) in order to receive Bill Credits from the Utility, subject to the terms and conditions, and at the prices, set forth in this Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual promises, representations, warranties, covenants, conditions herein contained, and the appendices attached hereto, Company and Customer agree as follows:

1 DEFINITIONS

When used in this Agreement, the following terms shall have the meanings given below, unless a

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"Facility Meter" means Company's electric meter located at the Facility and used to measure the solar electricity generated at the Facility for purposes of determining the Bill Credit Payment, if the Utility Meter is unavailable.

"Facility Solar Output" means the amount of solar electricity generated during the Production Month at the Facility and delivered to the Utility Meter.

"Force Majeure" or "Force Majeure Event" means any event or circumstance not within the reasonable control of the Affected Party (as defined below) which precludes that Party from carrying out, in whole or in part, its obligations under this Agreement, including, without limitation, Acts of God, hurricanes or tornados, fires, epidemics, landslides, earthquakes, floods, other natural catastrophes, strikes, lock outs or other industrial disturbances. A Party may not assert a Force Majeure Event to excuse it from performing due to any governmental act, failure to act, or order, where it was reasonably within such Party's power to prevent such act, failure to act, or order. Notwithstanding the contrary, economic hardship or unavailability of funds shall not constitute a Force Majeure Event of either Party.

"Governmental Authority" means (i) any federal, state or local government, any political subdivision thereof or any other governmental, judicial, regulatory, public or statutory instrumentality, authority, body, agency, department, bureau, or entity, (ii) any independent system operator or regional transmission owner or operator, and (iii) any transmission or distribution entity providing net metering, distribution or transmission services to the Facility, including the Utility.

"Interest Rate" means the rates established by the Commonwealth of Massachusetts in accordance with Massachusetts General Laws Ch.29, Section 29C and 815 CMR 4.00.

"kW" means kilowatt AC.

"kWh" means kilowatt hour AC.

"Lender" means the entity or person(s) providing financing to Company in connection with the Facility.

"Payment/Credit Form" means the form Company files with the Utility to inform the Utility of what percentage of the Facility Solar Output each customer is entitled to in the form of Bill Credits. The Payment/Credit Form may only be filed by Company with the Utility twice per year.

"Payment to Customer" means the amount paid by Company to Customer if elected by the Utility in lieu of Customer receiving Bill Credits on the Customer's electric bill, as calculated in accordance with Section 5.3.

"Production Month" means a monthly period during which solar electricity is generated at the Facility and delivered to the Utility Meter.

"Program" means the Solar Massachusetts Renewable Target (SMART) Program offered by the Utility pursuant to the Tariff, the SMART Program Regulations, and requirements of the ICA which may at any time be applicable to a Party's rights and obligations hereunder, each as may be amended from time to time.

"RPS Effective Date" shall be the earliest date on or after the Commercial Operations Date on which electrical energy output of a Facility can result in the creation of RPS Class I renewable generation attributes as defined under 225 CMR 14.02.

"SMART Program Regulations" means the Massachusetts SMART regulations 225 CMR 20.00, et seq. and the Department of Energy Resources: Solar Massachusetts Renewable Target (SMART) Program, as each may be amended from time to time.

"Tariff" means the tariff the Utility creates to implement the Program that is approved by the Massachusetts Department of Public Utilities and any other appropriate jurisdictional regulatory bodies, under 220 CMR 8.00 or 220 CMR 18.00 as applicable, as amended from time to time. Once the Tariff is approved, the Tariff shall become part of this Agreement and this Agreement shall be amended in

- 6
- 3.2 Determination of Solar Output. Customer acknowledges the measurement of Facility Solar Output shall be based upon readings at the Utility Meter. If readings from the Utility Meter are unavailable, the Company shall base the measurement of the Facility Solar Output from the Facility Meter. Each month during the Eligibility Period of this Agreement, for as long as the Customer is in compliance with the requirements of this Agreement, the Program and the Utility, the Utility will each month record the amount of solar electricity generated that month at the Facility and delivered to the Utility Meter (the "*Facility Solar Output*"). The Utility will then multiply the Facility Solar Output by Customer's Portion to arrive at the "Customer Solar Output" for that month in kWhs. The amount of solar electricity generated is measured in kilowatt hours AC or "kWh", and the month over which such solar electricity is measured is referred to herein as the "*Production Month*."
- 3.3 Calculation of Bill Credits. Bill Credits are calculated pursuant to the Program by the Utility and are based upon readings at the Utility Meter. Bill Credits are applied solely by the Utility. Bill Credits to be applied on the Customer's Utility account are calculated as the Value of Energy Rate multiplied by the Customer's Solar Output based upon readings at the Utility Meter for the Production Month. Customer acknowledges and agrees that Company's sole obligation regarding payment of Bill Credits to Customer is to request and use commercially reasonable efforts to require Utility to deliver Bill Credits. The duration, terms and conditions of the Program, including the Value of Energy Rate used to determine Bill Credits, are subject to the sole and exclusive control of the Utility, and Company has not made any representations or warranties with respect to the expected duration of the Program or the amounts to be provided by the Utility as Bill Credits. Customer understands that (i) the Bill Credits received by Customer for a particular Production Month will be reflected on Customer's statement from the Utility as a monetary credit amount and not as an electricity quantity; and (ii) such Bill Credits will be reflected on Customer's monthly invoice according to the Utility's billing cycle, which may be approximately one (1) month after the Production Month in which the Bill Credits are generated by the Facility.
- 3.4 Title; Environmental Attributes and Tax Incentives Excluded. Customer shall not be entitled to any ownership interest in, and as between Customer and Company, Company shall have title to, the Facility and all solar panels. Customer acknowledges and agrees that Customer's Solar Interest does not include any Environmental Attributes or Tax Incentives associated with the Facility, and Customer shall not claim the Environmental Attributes or Tax Incentives associated with the Facility.
- 3.5 Taxes. Customer shall be responsible for any applicable sales, use, import, excise, value added, or other taxes or levies (other than Company's income taxes) associated with this Agreement.
- 3.6 Utility Purchase of Bill Credits. Notwithstanding anything to the contrary, under the Tariff, the Utility may elect to purchase electricity delivered to the Utility by making cash payments rather than issuing Bill Credits. If in respect to a given Production Month, the Utility elects to make cash payments to Company in lieu of issuing Bill Credits for the electricity delivered by the Facility to the Utility in respect to such Production Month, then no allocation of Bill Credits for such Production Month will be made to Customer, and Company will remit, in respect to such Production Month, the Payment to Customer in accordance with Section 5.3 hereto. Other than the Payment to Customer made in accordance with Section 5.3 hereto, Company shall retain all cash payments received from the Utility.

4 ACKNOWLEDGMENTS REGARDING THE PROGRAM

- 4.1 Program Limitation. The Program imposes certain requirements on participation in the Program, which include the following: (i) Customer's Solar Output measured over twelve (12) months shall not exceed the program limitations set forth in the Tariff, and (ii) Customer's Utility Service Location must be within the Utility service territory in which the Facility is located (collectively, the "*Program Limitation*"). The Estimated Initial Annual Solar Output

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in Section 5.3 below) provide Customer with electronic notice of the Bill Credit Payment due from Customer on or about the 45th day after the end of the Production Month upon which such Bill Credit Payment is based (the "Invoice"). The Invoice shall be based on readings at the Utility Meter, if available. In the event the Utility does not provide Utility Meter readings at all or on a timely basis, the Invoice shall be based on readings at the Facility Meter. Customer shall pay all invoiced amounts owed to Company by automatic electronic funds transfer via the Automated Clearing House ("ACH") wire transfer, from the Designated Payment Account (as defined in Appendix B) identified by Customer in Appendix B and incorporated herein.

- 5.3 Payments to Customer for Periods having an Utility Cash Payment. For all Production Months in respect to which the Utility has elected to purchase the electricity generated by the Facility by paying Company an Utility Cash Payment in lieu of issuing Bill Credits therefor, Company shall pay to Customer an amount equal to Customer's Portion multiplied by the Utility Cash Payment received by Company from the Utility in respect to such Production Month, multiplied by ten percent (10%) (such amount referred to herein as the "Payment to Customer." Such Payment to Customer shall be remitted by Company to Customer within thirty (30) days of Company's receipt of such Utility Cash Payment from the Utility.
- 5.4 Records and Audits. Each Party shall keep, for a period of not less than six (6) years after the date of each Invoice, records sufficient to permit verification of the accuracy of billing statements, charges, computations and payments reflected on such Invoice. During such period each Party may, at its sole cost and expense, and upon reasonable notice to the other Party, examine the other Party's records pertaining to such Invoice during the other Party's normal business hours. Company shall, at Customer's request (such request to not occur more than annually); provide documentation of the amount of electricity generated by the Facility and/or the calculation of the Bill Credit Payments and Utility Cash Payments.
- 5.5 Dispute. Customer shall only be entitled to dispute an amount owed or paid by Customer within twelve (12) calendar months from the date of issuance of such Invoice. Upon resolution of the dispute, any required payment shall be made within seven (7) business days of such resolution along with the interest accrued at the Interest Rate, from and including the original due date through and including the date such payment is actually received by Company. Any overpayments shall be returned by Company upon request or deducted from subsequent payments with interest accrued at the Interest Rate from the date of such overpayment at the option of Customer. If the Parties are unable to resolve a payment dispute under this Section 5.5, the Parties shall follow the procedure set forth in Section 14.6.

6 INTERACTION WITH THE UTILITY

- 6.1 Appointment of Company as Customer's Agent. Customer information includes, without limitation, Customer's name, address, Customer's Utility Service Location, the Utility account numbers and meter numbers associated with the Utility Service Location, the Customer's Solar Output, and other Customer information listed on Appendix A (collectively, the "Customer Information"). Company agrees to be, and Customer hereby appoints Company, as Customer's representative for submitting Customer Information to the Utility, with full power and authority to supply to the Utility such information as may be required by the Utility under the Program. This authorization does not restrict Customer from communicating with, instructing or directing the Utility with respect to other matters pertaining to electric service at the Utility Service Location, or asking the Utility questions regarding Customer's participation in the Program. In addition, Customer hereby authorizes the Utility to release to Company the consumption and other account information of Customer listed in Appendix A to help Company to carry out the terms of this Agreement and the Program, and shall execute any documents that either Company or the Utility may request to permit the release of such information.
- 6.2 Provision of Information to Utility and Disclosure Forms. Within ten (10) days of any request made from time to time, Customer shall provide to Company and/or the Utility all applications, documentation, and information required by Company or the Utility, as applicable, and otherwise to qualify Customer to participate in the Program. Customer shall sign any

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the end of the Term, Company will operate the Facility, and provide customary maintenance services designed to keep the Facility in good working condition. Company will use qualified personnel to perform such services in accordance with industry standards and will pay such personnel reasonable compensation for performing such services.

10 TERMINATION

10.1 Termination of Program. In the event the Utility ceases to offer the Program or a comparable substitute, or in the event that there is a change in the Program such that Customer is no longer eligible to participate in the Program, then either Party may terminate this Agreement after the Utility ceases to provide Customer the Bill Credits.

10.2 Termination Based on Lease. If the lease where the Facility is located is terminated for any reason and not subsequently reinstated, this Agreement will terminate at such time without liability to either Party.

10.3 Event of Default; Termination for Default.

10.3.1 Customer Default. Each of the following events will constitute a default on the part of Customer (a "*Customer Default*");

- a) Customer fails to make any payment to Company when due pursuant to the terms of this Agreement and such failure continues for a period of thirty (30) days after receipt of written notice thereof from Company.
- b) Customer breaches any warranty or representation of Customer set forth in this Agreement or fails to perform any material obligation or covenant of this Agreement, and such breach or failure is not cured by Customer within thirty (30) days after Customer receives written notice of such breach or failure from Company.
- c) Customer institutes or consents to any proceeding in bankruptcy pertaining to Customer or its property, or Customer fails to obtain the dismissal of any such proceeding within thirty days of filing; a receiver, trustee or similar official is appointed for Customer or substantially all of Customer's property or assets, or such property or assets become subject to attachment, execution or other judicial seizure; or Customer is adjudicated to be insolvent.
- d) Customer attempts to claim any Environmental Attributes (including any RECs) or Tax Incentives in connection with the Facility or Customer's Solar Interest.

10.3.2 Company Default. Each of the following events will constitute a default on the part of Company (a "*Company Default*") provided there is no concurrent Customer Default:

- a) Company breaches any warranty or representation of Company to Customer set forth in this Agreement, or fails to perform any material obligation of this Agreement, and such breach or failure is not cured by Company within thirty (30) days after Company receives written notice of such breach or failure from Customer, or, if such breach or failure is not capable of cure within such thirty (30) day period, then Company (i) fails to begin such cure within ten (10) days of such written notice or (ii) to complete the cure of such breach or failure with sixty (60) days of such written notice using diligent efforts.

10.3.3 Remedies. If a Customer Default occurs and is continuing after the expiration of the cure period applicable thereto, Company may terminate this Agreement for breach by written notice to Customer. If a Company Default occurs and is continuing after the expiration of the cure period applicable thereto, Customer may terminate this Agreement by written notice to Company. Subject to the limitations set forth in this Agreement, each Party reserves and shall have all rights and remedies available to it at law or in equity with respect to the performance or non-performance of the other Party hereto

6
DETERMINE FROM TIME TO TIME. CUSTOMER UNDERSTANDS THAT COMPANY HAS NOT GUARANTEED OR MADE ANY REPRESENTATIONS OR WARRANTIES THAT THE OPERATION OF THE FACILITY WILL BE UNINTERRUPTED OR ERROR FREE.

12 ASSIGNMENT

12.1 Prior Written Consent. Neither Party shall assign or in any manner transfer this Agreement or any part thereof without the prior written consent of the other Party, which consent may not be unreasonably conditioned, withheld or delayed. Notwithstanding the foregoing, Company is expressly permitted to assign its rights and responsibilities under this Agreement, without obtaining Customer's consent and in its sole discretion, (i) to any Affiliate, (ii) upon the sale of all or substantially all of the assets or membership interests in Company, or change of control, or (iii) in connection with the financing of the Facility with a Lender.

12.2 Transfer to an Affiliate Facility. Company, in Company's sole discretion, may from time to time transfer Customer to another affiliated Facility, provided that Customer receives similar rights and benefits as hereunder. Company shall provide Customer with written notice of such transfer and shall provide an updated Appendix A with the new Facility information. Such updated Appendix A shall be deemed to be added to this Agreement and such transfer may be made without the need for additional consent or signature of the Parties.

13 AMENDMENT FOR FINANCING

13.1 Obligation to Modify this Agreement for Financing. If a Lender requires this Agreement to be modified, or if Company determines that this Agreement needs to be modified in order to finance, develop or operate the Facility, the Parties shall enter into negotiations to amend this Agreement to materially conform to such requirements and to the original intent of this Agreement in a timely manner. If the Parties, negotiating in good faith, cannot agree on such amendments within thirty (30) days of notice of the required Lender modifications, or if Company determines in good faith that this Agreement cannot be amended to allow the Facility to be financed, developed or operated in a commercially reasonable manner, then Company shall have the option, but not the obligation, to terminate this Agreement upon thirty (30) days prior written notice to Customer without further liability on the part of either Party, provided that Customer and Company shall not be released from any payment or other obligations arising under this Agreement prior to such termination.

14 MISCELLANEOUS

14.1 Notices. All notices and other formal communications which a Party may give to the other under or in connection with this Agreement shall be in writing (except where expressly provided for otherwise), shall be effective upon receipt, and shall be sent by any of the following methods: electronic notification; hand delivery; reputable overnight courier; or certified mail, return receipt requested, and shall be sent to the following addresses:

If to Company:

_____, LLC
c/o Clean Energy Collective, LLC
361 Centennial Parkway, 3rd Floor
Louisville, CO 80027
Attn: Tom Sweeney

with a copy by email to Tom.Sweeney@easycleanenergy.com

If to Customer:

[Name]

[Address]

[Contact]

[Email]

6
Company shall no longer identify Customer by name in Company's marketing materials.

14.9 Compliance with Laws. Each Party shall comply with all Applicable Legal Requirements pertaining to it.

14.10 Customer Covenants.

14.10.1 Customer Information. The information set forth in Appendix A hereto is accurate, and Customer is a current customer of the Utility named in Appendix A at the Utility Service Location specified therein.

14.10.2 No Other Assignment or Authorization. Customer has not transferred, assigned or sold Customer's Capacity, Solar Interest, or Customer's Solar Output to any other person or entity, and will not do so during the Term, except as permitted under this Agreement. Customer has not provided any other person or entity any of the authority granted to Company under this Agreement and will not do so during the Term.

14.10.3 No Liens or Encumbrances. Customer has not granted or placed or allowed others to place any liens, security interests, or other encumbrances on the Customer's Capacity, Solar Interest, or Customer's Solar Output and will not do so during the Term.

14.10.4 Utility Bill. Customer shall promptly pay Customer's Utility bills by the date due thereof, and Customer understands that any failure to pay Customer's Utility bill on time may cause Customer to no longer be eligible to receive Bill Credits under this Agreement.

14.11 No Joint Venture. Each Party will perform all obligations under this Agreement as an independent contractor. Nothing herein contained shall be deemed to constitute any Party a partner, agent or legal representative of the other Party or to create a joint venture, partnership, agency or any relationship between the Parties. The obligations of each Party hereunder are individual and neither collective nor joint in nature.

14.12 Amendments; Binding Effect; Waiver. This Agreement may not be amended, changed, modified, or altered unless such amendment, change, modification, or alteration is in writing and signed by each of the Parties to this Agreement or its respective successor in interest. This Agreement inures to the benefit of and is binding upon the Parties and each of their respective successors and permitted assigns. No waiver of any provision of this Agreement will be binding unless executed in writing by the Party making the waiver. Neither receipt nor acceptance by a Party of any payment due herein, nor payment of same by a Party, shall be deemed to be a waiver of any default under this Agreement, or of any right or defense that a Party may be entitled to exercise hereunder.

14.13 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute one and the same agreement. Delivery of an executed counterpart of this Agreement by facsimile or PDF transmission will be deemed as effective as delivery of an originally executed counterpart.

14.14 Further Assurances. From time to time and at any time at and after the execution of this Agreement, each Party shall execute, acknowledge and deliver such documents and assurances, reasonably requested by the other and shall take any other action consistent with the terms of this Agreement that may be reasonably requested by the other for the purpose of effecting or confirming any of the transactions contemplated by this Agreement. No Party shall unreasonably withhold, condition or delay its compliance with any reasonable request made pursuant to this Section 14.14.

14.15 Estoppel. Customer agrees, at any time within ten (10) days of Company's written request, to execute, acknowledge and deliver to Company a written statement in form and content acceptable

(This Appendix will be completed and an updated copy of this Appendix will be provided after the Commercial Operations Date of the Facility.)

Customer Name(s): [CUSTOMER]
Customer Billing Address: [CUSTOMER BILLING ADDRESS]
Email: [CUSTOMER EMAIL]
Telephone: [CUSTOMER PHONE]
Name of Utility [UTILITY]
Facility Name: [FACILITY NAME]
Facility Company Name: [FACILITY SPV NAME]
Facility Location: [FACILITY ADDRESS]
Facility Nameplate Capacity (kW): [TOTAL KW OF FACILITY]
Commercial Operations Date: [FACILITY INTERCONNECTION DATE]

Customer Utility Service Location	Account Number	Meter Number	Initial Capacity (kW)	Current Capacity (kW)	Customer's Portion (%)	Estimated Initial Annual Customer's Solar Output (kWh)

Appendix B

PAYMENT METHOD AUTHORIZATION

Customer shall provide Company with information regarding a checking or savings account which Customer has with a bank or other financial institution, which information shall include the bank's or financial institution's name, the legal name of the account holder, the account number, and the routing number (collectively, the "*Designated Account Information*"), via Company's online customer portal (the "*Account Portal*"), within ten (10) days after Customer's receipt of the Account Portal link and password. The account for which the Designated Account Information is provided, and all successor accounts for which Customer provides Company with Designated Account Information, is referred to in this Agreement as the "*Designated Payment Account*." Customer shall also provide via the Account Portal the information for a valid credit card, to be used only in the event the Designated Payment Account fails or is unable to be used for payment. At all times during the Term, Customer will maintain a Designated Payment Account in good standing with the bank or other financial institution holding such account so as to provide Company with timely and full payment by ACH withdrawal from the Designated Payment Account of each monthly Invoice as such monthly Invoice shall become due. Should a Designated Payment Account be closed or otherwise become unavailable, for payment of the monthly Invoice on a timely basis, Customer will provide Company with a replacement Designated Payment Account information within five (5) business days via the Account Portal and provide Company with full payment of any amounts which are then due from Customer to Company. Notwithstanding any other

6
Name: _____

Title: _____

Email: _____

Company will provide Customer with a link and password to the Account Portal within ten (10) days after the Effective Date hereof by delivery of the link to the email address listed above.

The individual completing this Payment Method Authorization certifies the information contained herein is complete, true and correct, to the best of his or her knowledge, and that he or she has the authority to bind Customer and is authorized by Customer to enter into the terms and conditions set forth in this Payment Method Authorization for, and on behalf of, Customer.

CUSTOMER:

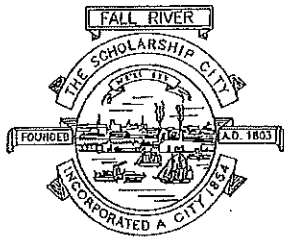
By: _____

Name: _____

Title: _____

Appendix B-1

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City of Fall River
Massachusetts
Office of the Mayor

RECEIVED

2018 NOV -1 A 10:27

CITY CLERK
FALL RIVER, MA

JASIEL F. CORREIA II
Mayor

October 31, 2018

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

RE: Conservation Commission

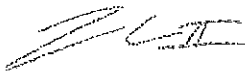
Mr. President and Members of the Honorable Council:

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

The Rev. James Hornsby
260 Lake Avenue
Fall River, MA 02721

as a member of the Conservation Commission commencing on 10/31/2018 and expiring on 10/31/2020.

Thank you for your favorable consideration in this regard.


Jasiel F. Correia II
Mayor

7a

The Rev. James Hornsby
260 Lake Avenue
Fall River MA 02721-5423
Phone and text: 508 672 6607;
Email: hornsbyjim@gmail.com
January 29, 2018

The Honorable Jasiel Correia II,
Mayor of Fall River
Government Center
Fall River, MA 02722

Dear Mayor Correia:

I submit my application and desire to serve on our Conservation Commission. I hope that I may gain your appointment.

I now present a brief of some of my activities.

Education: Harvard University, B.A., 1961; Episcopal Seminary of the Caribbean, Carolina, Puerto Rico, M.Divinity, 1965; Rhode Island College School of Social Work, MSW 1983.

In 1967 I came to Fall River to become Rector of St. Luke's Episcopal Church. I have served there ever since, as Rector, co-Rector and now Rector Emeritus. I still preach, take services and do pastoral work under the direction of our current Rector, Susan H. Lee, Ph.D. I worked for 25 years until my retirement at the Dr. John C. Corrigan Mental Health Center, working with with children, adults and homeless people.

I immediately became active in Citizens for Citizens, serving on the Board of this anti-poverty agency, helping to develop a neighborhood association. Some of this leadership became the currently Niagara Neighborhood Association, of which I am a co-founder. I have been active in Fall River's Peace Movement from 1967 to the present. Part of my opposition to wars comes from the terrible wastage of resources which could be used to better our lives in Fall River and other places. I ran for election in 1970 and served a four year term on the Fall River School Committee, learning a good deal about city government. I was part of the Model Cities group which led to the purchase of Britland Park. In 1979 our church sponsored and I led the re-settlement of the first Cambodian refugee families in Fall River; the group expanded in the 1980's; I have been active with the Cambodian community ever since. In the last 15 years I have become active in Green Futures, Bike Fall River and in the South Coast Community Chorale, where

7a
I sing bass. I helped to initiate and develop the first phase of the Alfred J. Lima Rail Trail.

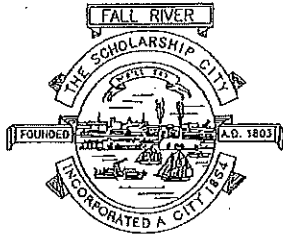
My involvement in community development goes back many years; My interest comes from being a church pastor in a poor neighborhood which has consistently shown improvement.

Please feel free to contact me if you need further information.

Yours sincerely,

James Hornsby

The Rev. James Hornsby



JASIEL F. CORREIA II
Mayor

City of Fall River
Massachusetts
Office of the Mayor

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2018 NOV -1 A 10: 27

CITY CLERK _____
FALL RIVER, MA

October 31, 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 appointment:

Andrew Liss RFC
1800 Highland Avenue, 316
Fall River, MA 02720

as a member of the Conservation Commission commencing on 10/31/2018 and expiring on 10/31/2021.

Thank you for your favorable consideration in this regard.

Jasiel F. Correia II
Mayor

ANDREW LISS RFC

76

1800 Highland Ave, 316, Fall River, MA 02720 | H: 508-558-5007 | C: 508-558-5007 | andrewliss@gmail.com

SUMMARY

As a Financial Adviser, I am responsible for bringing on new clients, and managing current clients accounts.

I am responsible for the recommendation of certain products, and investments to not only grow their portfolios, but protect them in a declining market.

I have individual investors and institutional investors, such as 401(k)'s with companies.

My licences include Series 7, and 66 Securities licences. I am also licenced in the State of Massachusetts to recommend Accident, Life, & Health Insurance.

I am also a Registered Financial Consultant.

HIGHLIGHTS

- Meeting with new prospects, go over their portfolios, and concerns. From there I come up with the best plan of investments and protection to suite their risk tolerances.
- As a trained chef, I still do catering parties to keep my skills sharp.
- Member, Johnson and Wales Alumni club.
- Board Member Jewish Seniors Agency of RI
- Board Member and past president Touro Fraternal Association
- Member Mount Hope Lodge AF&AM

EXPERIENCE

04/2008

Investment Adviser Representative

Independence Financial Partners/John Hancock/Signator — Warwick, RI

Meeting with prospects, and evaluating their needs and risk tolerances. Creating an investment portfolio that suits their particular needs, and the implementing it.

Meeting with current clients, and staying in touch with them throughout the year, making sure their investments are staying on track, and if not make the appropriate changes.

Maintaining all paperwork and materials, required by my compliance department, including any state, or federal agency.

Attending seminars to continue to educate myself in this ever changing field.

04/2004 to 04/2004

Investment Adviser representative

American Express/Ameriprise — Cranston, Rhode Island

Meeting with prospects, and evaluating their needs and risk tolerances.

Creating an investment portfolio that suits their particular needs, and the implementing it. Meeting with current clients, and staying in touch with them throughout the year, making sure their investments are staying on track, and if not make the appropriate changes. Maintaining all paperwork and materials, required by my compliance department, including any state, or federal agency. Attending seminars to continue to educate myself in this ever changing

76

field.

01/1991 to 04/2004

Vice-president

Newport Apparel — Newport, Rhode Island

I was responsible for the opening of new retail stores, and the daily operations of current stores. Newport Apparel at their height had 30 stores in resort areas, selling casual clothing designed for those specific areas (name drops).

I was further responsible for purchasing merchandise from vendors, both here locally and at trade shows specifically the Las Vegas Souvenir & Resort Gift Show, and Surf Expo in Orlando.

I also operated a side business called Restaurant Apparel Group (R.A.G.) in which we designed uniforms for restaurant staff as well as souvenirs for their customers.

09/1985 to 01/1991

Sous Chef

Rue de'Lespoir — Providence, Rhode Island

I started at the Rue, while I attended Johnson and Wales College as it was formally known. I was promoted to the position of Sous Chef shortly thereafter.

I was responsible for the daily menu and organization of the kitchen staff which also included ordering the foods that were needed for daily operation, as well as quality control.

I managed a staff of twenty (20) cooks and dishwashers.

EDUCATION

1987

Associate of Arts: Culinary Arts

Johnson and Wales College — Providence, Rhode Island, USA

I left Franklin Pierce to attend Johnson and Wales, at the suggestion of Master Chef, Brian Hollaran, who I worked with at the Clark Cooke House, Newport, Rhode Island.

Johnson and Wales taught me the fundamentals of what it takes to be the successful chef I am today. I also learned the values of nutrition, cost analysis and management.

Johnson and Wales helped me greatly not only in the culinary field, but allowed me to make great connections in the culinary industry that have endured since graduation.

Economics

Franklin Pierce College — Rindge, New Hampshire, USA

A great school, but realized I did not want to be a mutual fund analyst.

REFERENCES

References are available upon request.

EXPERIENCE

04/2008

Investment Adviser Representative

Independence Financial Partners/John Hancock/Signator — Warwick, RI

Meeting with prospects, and evaluating their needs and risk tolerances.
Creating an investment portfolio that suits their particular needs, and the implementing it.

Meeting with current clients, and staying in touch with them throughout the year, making sure their investments are staying on track, and if not make the appropriate changes.

Maintaining all paperwork and materials, required by my compliance department, including any state, or federal agency.

Attending seminars to continue to educate myself in this ever changing field.

04/2004 to 04/2004

Investment Adviser representative

American Express/Ameriprise — Cranston, Rhode Island

Meeting with prospects, and evaluating their needs and risk tolerances.

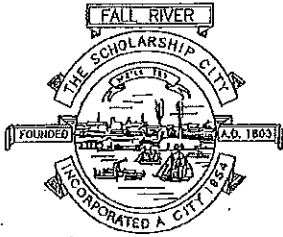
Creating an investment portfolio that suits their particular needs, and the implementing it. Meeting with current clients, and staying in touch with them

throughout the year, making sure their investments are staying on track, and if not make the appropriate changes.

Maintaining all paperwork and materials, required by my compliance department, including any state, or federal

agency. Attending seminars to continue to educate myself in this ever changing

7b



City of Fall River
Massachusetts
Office of the Mayor

7c
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2018 NOV -1 A 10:27

JASIEL F. CORREIA II
Mayor

CITY CLERK _____
FALL RIVER, MA

October 31, 2018

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

RE: **Historical Commission**

Mr. President and Members of the Honorable Council:

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

Patti Rego Platt
25 Ward Street
Fall River, MA 02720

As a member of the Historical Commission Board with a term commencing 10/31/2018 and
expiring 10/31/2021.

Thank you for your favorable consideration in this regard.

Jasiel F. Correia II
Mayor

Patti Rego Platt

25 Ward Street
Fall River, MA 02720
347.452.9488
pattirego@gmail.com

PROFILE

- Tactical thinker with a fresh, unique perspective, and an ability to approach challenges with creative and cost-effective solutions
- Experienced leader with exceptional project management skills; from inception to completion with a keen attention to detail & organizational efficiencies
- Self-motivated collaborator committed to achieving a common goal by sharing ideas and information

CORE COMPETENCIES

- | | |
|---------------------------|-----------------------------|
| • Effective Communicator | • Event Planning/Production |
| • Partnership Development | • Project Management |
| • Marketing Copywriting | • Multiplatform Competency |

EXPERIENCE

The Marion Institute
Marketing Director

Greater New Bedford, MA
February 2017 – Current

- Responsible for leading all aspects of the organization's marketing ventures to include developing and implementing strategies to strengthen the Institute's 6 core programs, which center around innovative approaches to sustainability, healthcare, community-building and social justice.
- Cultivate partnerships with like-minded organizations to increase visibility and further the scope of the Institute's work
- Implement marketing strategy including development campaigns, events, digital marketing, and public relations
- Develop website content and manage layout to improve visitor experience and increase donor engagement
- Manage social media presence for multiple platforms and direct initiatives to improve social media reputation and recognition

WeLoveFallRiver Media
Editor-in-Chief/Co-Founder

Fall River, MA
February 2016 – Current

WeLoveFallRiver started as a website directory of local businesses and events, mixed with positive stories about Fall River, MA. The company has since put the website on hiatus and embraced a social media-centric platform. WLFR is in a brand building phase, connecting with the community by sharing only "pro-Fall River" content by like-minded organizations and local media. We shine a spotlight on the best that the city has to offer and we encourage residents and visitors alike to #ExperienceFallRiver.

Project-Based Consultant
Marketing/Events/Project Management

New York & Rhode Island
July 2013 – January 2017

Previous Contract Assignments:

- Advertising Account Services Specialist, CVS Health (10/2015 – 7/2016)
- Senior Director, Promotions & Events - Women's Health (4/2015 – 8/2015)
- Integrated Marketing Consultant - Health Magazine (1/2015 – 3/2015)
- Consumer Marketing Consultant - Financial Times (6/2014 – 12/2014)
- Integrated Marketing Director - Health Magazine (4/2014 – 5/2014)
- Integrated Marketing Consultant - Reader's Digest (9/2013 – 2/2014)

7c

TIME WEEK Publications (Dennis Publishing Ltd)
Special Projects Director

New York, NY
April 2012 – July 2013

- Spearheaded sourcing and development of large-scale national partnerships, enhancing existing programs and developing new opportunities for advertiser integration and brand-building
- Conceptualized and executed multi-platform integrated promotional programs that incorporated a mixture of digital, social media, tablet applications, events, print, OOH media, mobile programs, and retail extensions

SHAPE / SHAPE.com
Integrated Marketing Consultant

New York, NY
November 2010 – April 2012

- Devised category-specific marketing strategies and created integrated partnership proposals, specializing in automotive, beverage/spirits, consumer packaged goods, retail, and travel
- Managed all aspects of individual marketing programs, including timelines, sponsor activations, budgets, post-analysis, etc.

SIMULIA Corporation (Dassault Systemes)
Events Marketing Specialist

Providence, RI / New York, NY
November 2008 – March 2011

- Supervised brand participation and logistics for a multi-industry global events program comprised of an international 3D/SLM software users' conference, 75+ tradeshows and a multi-city regional road show
- Developed creative, efficient, and effective ways to bring the SIMULIA brand to life across multiple platforms to drive customer engagement and lead generation

George P. Johnson Experience Marketing Agency
Marketing Communications Strategist (Contract)

Boston, MA
May 2008 – November 2008

W Magazine (Condé Nast Publications / Fairchild Fashion Media)
Promotion Manager

New York, NY
January 2007 – April 2008

The Wall Street Journal
Sales Development Manager

New York, NY
November 2005 – December 2006

LTB Media
Marketing Manager/Copywriter (Contract)

New York, NY
May 2005 – November 2005

SmartMoney (Hearst Corporation)
Marketing Manager

New York, NY
September 2003 – November 2004

Traditional Home (Meredith Corporation)
Marketing Coordinator

New York, NY
May 2002 – August 2003

BRIDES (Condé Nast Publications)
Creative Services Coordinator / Retail & Fashion Sales Assistant

New York, NY
August 2000 – October 2001

EDUCATION

Bachelor of Science Degree in Advertising and Marketing Communications, 2000
Fashion Institute of Technology, New York, NY

TECHNICAL SKILLS

Proficiency with Microsoft Office Suite (Mac & PC platforms), including Excel, PowerPoint and Word, Keynote, Adobe InDesign, Google Analytics, Search Console, WordPress, Canva, Classy, SurveyMonkey, MailChimp



City of Fall River
Massachusetts
Office of the Mayor

7d
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2018 NOV -1 A 10:27

CITY CLERK _____
FALL RIVER, MA

JASIEL F. CORREIA II
Mayor

October 31, 2018

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

RE: Historical Commission

Mr. President and Members of the Honorable Council:

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

Joyce B. Rodrigues
254 Chavenson Street
Fall River, MA 02723

As a member of the Fall River Historical Commission Board with a term commencing 10/31/2018 and expiring 10/31/2021.

Thank you for your favorable consideration in this regard.

Jasiel F. Correia II
Mayor

7d

Board Member, Fall River Historical Commission

JOYCE B. RODRIGUES
254 Chavenson Street, Fall River, MA 02723
Home: (508) 672-1767 Email: jrod254@verizon.net

SUMMARY STATEMENT

- Bachelor and Master of Arts degrees in American History (English and Education Minors)
- 12 years experience as a writer-editor for U.S. Navy and Allied publications
- 10 years experience as a U.S. Navy Training Officer
- Clearance level: DOD SECRET and NATO SECRET (inactive)

EDUCATION

- 2014: 40 credits Professional Development, Using Historical Documents in the Classroom, National Archives (Waltham)
- 2010: 60 credits Massachusetts Teachers Re-certification, BCC
- Certified Navy Instructor and Curriculum Developer
- Certified Trainer: National Technical Institute for the Deaf
- 1977: U.S. Army Fellowship, Center for Military History, Washington, DC
- 1974: M.A. Boston University in American History, World War II and Post-War Reconstruction
- 1966: B.A. Bridgewater State College (Cum Laude) in American History (English and Education minors)
- Kappa Delta Phi (Education Honor Society)
- Massachusetts Teachers Certification (Secondary Education)
- 1962: Diploma, B.M.C. Durfee High School, Fall River, MA

EXPERIENCE

Fall River Historical Society, Fall River, MA
Oral History Project Director, 2014-2017

- *Women at Work: An Oral History of Working-Class Women in Fall River, MA 1920-1950*, funded by Massachusetts Humanities.

Navy Warfare Development Command, U.S. Naval War College, Newport, RI
Technical Writer-Editor, 1998-2010

- Edit naval and allied publications, manuals, and military specifications for print and on-line publishing, responsible for all text, art, and layout packages.

Human Resources Office, Naval Education and Training Center, Newport, RI
Employee Development Specialist, 1988-1998

- Plan, develop, administer, deliver, and evaluate the civilian training program for 2,000 employees in RI and MA.
- Determine training objectives, equipment, manpower, facilities, and funding; contract with nongovernmental vendors.
- Course Director: Supervisory Development Program (3 modules); Prevention of Sexual Harassment (Stand-down); New Employee Orientation; Author of *Supervisor's Guide to New Employee Orientation*.
- Program Manager: HRO Satellite Education: Researched and wrote downlink proposal and acquired funding.
- Instructor: Introduction to Supervision; Prevention of Sexual Harassment; HIV/AIDS for Supervisors and Employees; Prohibited Personnel Practices.

7d

Board Member, Fall River Historical Commission

HONORS AND AWARDS

- 2009: Acknowledgement for research on World War II, including the Polish Underground and post-traumatic stress disorder, in *Through My Eyes*, by Andre Nirenberger
- 2007: NWDC Letter of Appreciation MAROPS Conference
- 2006: NWDC Letter of Appreciation Seabasing
- 1996: SECNAV Award Environmental Training, SUBGRU TWO

RELATED EXPERIENCE

- 1979-1980: Education Coordinator, USS Massachusetts
- 1968-1971: Schoolteacher, Somerset High School, Somerset, MA
- 1967-1968: Schoolteacher, Abington High School, Abington, MA

VOLUNTEER EXPERIENCE

- Life Member and Supporter, U.S. Naval War College Foundation
 - Life Member and Supporter, Fall River Historical Society
 - Board Member, Fall River Street Tree Planting Program
 - Member-at-large, B.M.C. Durfee Alumni Association
-

8

City of Fall River
Office of the Corporation Counsel

JASIEL F. CORREIA II
Mayor



JOSEPH I. MACY
Corporation Counsel

GARY P. HOWAYECK
Assistant Corporation Counsel

JESSICA A. ADLER
Assistant Corporation Counsel

October 19, 2018

Councilor Steven Camara
Fall River City Council
One Government Center
Fall River MA, 02722

For Distribution

RE: Counsel Fees

RECEIVED
2018 OCT 23 P 4: 02
CITY CLERK
FALL RIVER, MA

Dear Councilor Camara :

In response to your inquiry of October 18 I offer the following information. In formulating this response I am relying on my experience and certain documented expenses previously incurred by the city. However, the information is entirely hypothetical and is submitted as an appraisal, as realistic as possible, of what might or could happen as opposed to what will happen.

If the motion to declare the Mayor unable to perform his duties prevails I would reasonably anticipate the following legal action(s) to be undertaken:

- 1) Either the Mayor, the City itself, or the City Council as a body would bring a complaint for declaratory relief asking the Superior Court to rule the motion invalid and without force and effect. The complaint would also likely request injunctive relief. There would be three parties to this litigation: the Mayor, the City, and the City Council, individually and as a body. Since the question would of necessity have to be decided by the court it is somewhat academic who brings and who defends the suit as a decision must be obtained.

In such a case I would expect the Mayor or City Council, to incur legal fees of between \$25,000 and \$40,000 each to file, answer attend and argue one or two hearings up to and including the grant or denial of an injunction. Since this office would represent the City, as an entity, the City's fees should be somewhat less despite the fact that this office would engage outside counsel to insure that there be no question as to the independence of the City's legal advice. I would hope that the City's fees would be kept between \$15,000 and \$20,000 for the above services. Thus a conservative estimate of legal fees as above described would be between \$65,000 and \$100,000 up to and including the injunction hearing.

- 2) After the final hearing on an injunction the question of the rights and obligations of the parties, and the determination of such by declaratory judgement would still remain. In order to obtain a final decree of declaratory relief each party would have to research, brief, and argue their respective positions. While a petition for declaratory relief ordinarily does not involve the taking of evidence that issue would be resolved by the judge presiding over the case. While it is likely that this case would have most of the facts agreed to by stipulation this, in itself, can be an arduous and time consuming process. Moreover, the research and arguments regarding the points of law which will be raised will also be time consuming. Finally, the arguments before the court at a hearing while usually less than an hour or an hour and a half require significant preparation and often senior, and expensive, counsel especially skilled in oral argument.

An estimate of the cost of this phase of the litigation is between \$50,000 and \$75,000 for each party and \$25,000 to \$30,000 for the City. A total of \$125,000 to \$180,000 for all counsel.

- 3) Because the matter would have some immediacy it is likely that any appeal would be moot. However, appeals are expensive both because they are time consuming and require the additional expense of printing costs. A conservative estimate of the legal costs for an appeal would be \$50,000 for each party and very likely \$40,000 for the city.

Therefore an estimate of the potential legal costs to the city from start to finish would be between \$330,000 and \$420,000. This estimate is based on an average hourly rate of \$300 to \$600 per hour. Although the City has had success in hiring outside counsel at \$175 per hour it is unlikely we could do so in a case such as this. The City may indemnify public officials for legal fees pursuant to C258 s. 13. Moreover, under our ordinances the corporation counsel may institute or defend suits on behalf of the city and may engage the assistance of other counsel with the approval of the mayor. (2-527, 2-528) In order to insure adequate representation of all parties as set forth above it would be my intention to secure such counsel and such approval.

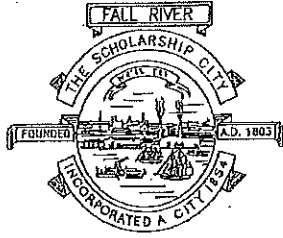
By way of comparison with previously expended legal fees, the fee for outside counsel in the E-Z litigation was \$32,000 reduced by agreement to \$20,000. That case involved answering a ten taxpayers complaint, filing appropriate pleadings one court appearance at which the case was dismissed. The Dominion energy case in 2014 resulted in a fee of \$115,012.55 in matter which involved pleadings only and did not involve a hearing. Courts have routinely allowed counsel fees of \$100,000 to \$150,000 in civil rights cases but these fees have been typically awarded after trial.

As stated above, these fees are estimates only. In addition, the suggested legal track that may be followed is hypothetical only and may not actually occur in the manner and sequence described. It is possible, for example, that to insure continuity of government the city itself would have to seek declaratory relief. Even in that event the legal fees would be the same.

I have tried to be as comprehensive and accurate as possible and am available to answer any question at your convenience.



Joseph L. Macy, Corporation Counsel



City of Fall River
Massachusetts
Office of the Mayor

10
RECEIVED

2018 NOV -1 A 10: 27

CITY CLERK
FALL RIVER, MA

JASIEL F. CORREIA II
Mayor

October 31, 2018

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

RE: **Commission on Disability**
Robert J. Rei
923 2nd Street
Fall River, MA 02721

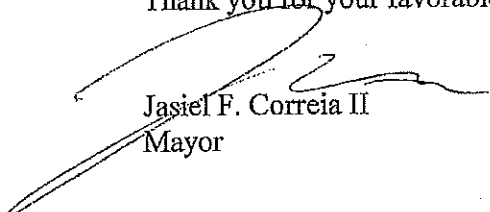
Mr. President and Members of the Honorable Council:

At the last meeting of the City Council, the appointment of Robert Rei to the Commission on Disability was confirmed with an expiration of 10/11/2021. This vacancy was due to Daniel Robillard's resignation on October 1, 2018.

According to MGL Chapter 40 § 8J *"a vacancy occurring otherwise than by expiration of a term shall be filled for the unexpired term in the same manner as an original appointment"*.

Therefore, due to Mr. Robillard's unexpired term of 08/01/2020, Mr. Rei's expiration should reflect an expiration date of August 1, 2020.

Thank you for your favorable consideration in this regard.



Jasiel F. Correia II
Mayor

CC: City Clerk
Robert J. Rei

City of Fall River, In City Council

11

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

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

By inserting in Section 70-281, which section relates to one way streets the following:

Name of Street	Direction of Travel	Location
Niagara Street	Westerly	From Foster Street for a distance of 498 feet

City of Fall River, *In City Council*

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

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

By striking out in Section 70-281, which section relates to one way streets the following:

Name of Street	Direction of Travel	Location
Niagara Street	Westerly	From Foster Street to Plymouth Avenue

City of Fall River, *In City Council*

13

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

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

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

Name of Street	Side	Location	Hours/Days
Dickinson Street	North/ South	Starting at a point 500 feet east of Endicott Street for a distance of 763 feet easterly	Any Time Monday through Friday

City of Fall River, In City Council

14

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

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

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

Name of Street	Side	Location
No. Court Street	West	Starting at a point 105 feet south of Ballard Street, for a distance of 45 feet southerly
Park Street	North	Starting at a point 34 feet west of Forest Street, for a distance of 20 feet westerly
Whipple Street	West	Starting at a point 218 feet north of Osborn Street, for a distance of 20 feet northerly

City of Fall River, *In City Council*

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

Jacqueline Lopes, 1315 Plymouth Avenue, requests the removal of curbing as follows:

	Existing Driveway	Proposed Driveway Access	Existing To Be Replaced	Total Driveway Access
1301 Plymouth Ave., on Francis Street	30'	18'	0'	48'

The petitioner is requesting to remove an additional 18 feet of curbing to the existing 30 foot driveway opening on the north side of the property facing Francis Street. The parcel contains a commercial building and a residential building. The existing curb opening is necessary for the viability of the commercial business and will provide additional access to park a vehicle and trailer which is currently parked on Francis Street. The proposed work improves access to the property and does not cause a significant adverse effect on on-street parking in that area.

City of Fall River, In City Council

16

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

The City of Fall River, 417 Rock Street, requests the removal of curbing as follows:

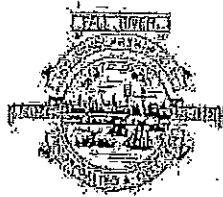
	Existing Driveway	Proposed Driveway Access	Existing To Be Replaced	Total Driveway Access
360 Elsbree Street	201'	80'	0'	281'

The petitioner is requesting to remove 80 feet of curbing. Durfee High School at 360 Elsbree Street has an existing driveway opening serving existing parking lots. The construction of the new Durfee High School facilities require two new 40 foot curb openings on Elsbree Street. The openings will act as construction entrances during construction. The opening has been located to avoid conflicts with existing utilities. There is no parking permitted where the openings are proposed. Traffic will not be affected as no additional travel trips are being created. The additional driveway openings will provide access to newly constructed parking areas. Curbing will be replaced where the existing driveway opening is no longer required for access.

City of Fall River, *In City Council*

19

ORDERED, that the Committee on Finance Meeting and the Regular Meeting of the City Council scheduled for Tuesday, November 20, 2018 be and the same are hereby cancelled and rescheduled for Tuesday, November 27, 2018.



City of Fall River
Notice of Claim

RECEIVED

20

2018 OCT 22 P 12:53

CITY CLERK #18-162
FALL RIVER, MA

1. Claimant's name: John Faria Jr.
2. Claimant's complete address: 330 S. Christopher Ave., Tiverton, RI 02878
3. Telephone number: Home: 401-473-9850 Work: _____
4. Nature of claim: (e.g., auto accident, slip and fall on public way or property damage):
Damage to car from hitting giant pot-hole in the City
5. Date and time of accident: 9/5/18 @ 3pm Amount of damages claimed: \$ 334.00
6. Exact location of the incident: (Include as much detail as possible):
Newton Street (east bound lane) @ William S Canning Boulevard @ stop light
7. Circumstances of the incident: (attach additional pages if necessary):
Please see attached Fall River Police report.
8. Have you submitted a claim to any insurance company for damages arising from this incident? If so, name and address of insurance company: ☐ Yes ☒ No

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

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

Date: 10/17/18

Claimant's signature: John Faria Jr.

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

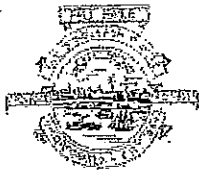
Return this from to : City Clerk, 2nd Fl., One Government Center, Fall River, MA 02722

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

For official use only:

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

Date: 10/22/18



City of Fall River
Notice of Claim

RECEIVED

2018 OCT 23 P 1:45

CITY CLERK #18-1123
FALL RIVER, MA

1. Claimant's name: Richard Jones
2. Claimant's complete address: 805 King Philip st apt.2e
3. Telephone number: Home: 7815880187 Work: _____
4. Nature of claim: (e.g., auto accident, slip and fall on public way or property damage):
Road Defect/auto damage
5. Date and time of accident: 10/8/2018 Amount of damages claimed: \$ 1700
6. Exact location of the incident: (include as much detail as possible):
Intersection of N. Main st and Bank st in Fall River MA
7. Circumstances of the incident: (attach additional pages if necessary):
Damage was done to my exhaust system due to a raised manhole cover without proper signage and clearance.
There was damage to my downpipe/catalytic converter, midpipe/ y pipe flange, muffler hangers, and oxygen sensor
Those parts are all aftermarket parts. ie. Invidia high flow catted downpipe and catback exhaust system
The downpipe is roughly \$550 and catback exhaust roughly \$900-1000 plus about \$450 for labor per quote from Lou's custom exhaust
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
USAA 9800 Fredericksburg RD San Antonio, TX 78288

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: 10/23/2018

Claimant's signature: _____

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

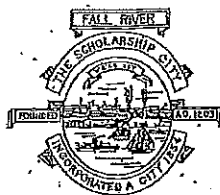
Return this from to : City Clerk, 2nd Fl., One Government Center, Fall River, MA 02722

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

For official use only:

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

Date: 10/23/18



20

RECEIVED

City of Fall River
Notice of Claim

2018 OCT 25 A 10:25

CITY CLERK #18-1104

1. Claimant's name: MARILYN SOARES
2. Claimant's complete address: P.O. Box 536 Adamsville, R.I. 02801
3. Telephone number: Home: 401-835-4090 Work: -0-
4. Nature of claim: (e.g., auto accident, slip and fall on public way or property damage):
A POT HOLE ON THE STREET
5. Date and time of accident: 9-11-18 @ 9:00 PM Amount of damages claimed: \$ 24.00
6. Exact location of the incident: (Include as much detail as possible):
MARIANO S BISHOP BLVD.
7. Circumstances of the incident: (attach additional pages if necessary):
WAS DRIVING FROM TIVERTON ON FISH ROAD TO GO TO SHIRT SHOP IN FALL RIVER. SHORTLY AFTER PASSED LYNWOOD ST. IN FALL RIVER @ 9:00 PM. THERE WAS A DEEP POT HOLE ON THE BLVD THAT CAUSED MY CAR TO GET A FLAT TIRE
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: 10-9-18Claimant's signature: Marilyn Soares

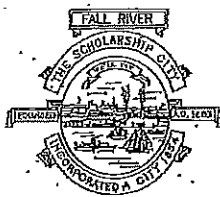
WHEN TO FILE: If your claim is based on a defect in a public way, you must file within 30 days of the incident. If your claim is based on the negligence or wrongful act or omission of the City or its employees, you must file within two years of the incident. PLEASE KEEP A COPY OF THIS FORM FOR YOUR RECORDS.

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☒ DCMDate: 10/25/18



20

RECEIVED

City of Fall River
Notice of Claim

2018 OCT 31 P 2:36

CLERK #18105
FALL RIVER, MA

1. Claimant's name: Mohammed Juber Ahmed
2. Claimant's complete address: 357 S. Oxford St. Apt 1 Fall River, MA 02721
3. Telephone number: Home: 508-434-7170 Work: 508-674-0480
4. Nature of claim: (e.g., auto accident, slip and fall on public way or property damage):
property damage - (car)
5. Date and time of accident: 10/31/18 8:10 pm Amount of damages claimed: \$552,350
6. Exact location of the incident: (include as much detail as possible):
Corner of North Main and Bank St.
(damages, hospital, work 33,550.13, \$1,639.22, \$250)
7. Circumstances of the Incident: (attach additional pages if necessary):
I was driving north on North Main St when I suddenly hit one of the many pot holes. at the site. I tried to ^{turn} ~~swerve~~ left to avoid another pot hole but the car swerved/jerked and hit one of the sewer caps which was elevated the street.
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: 10/30/18

Claimant's signature: Md. Juber Ahmed

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: 10/31/18



COMMONWEALTH OF MASSACHUSETTS
Fall River Contributory Retirement Board

30 Third Street • Suite 301 • Fall River, MA 02720

Tel. (508) 646-9120 • Fax (508) 646-9123

www.fallriverretirement.com

22

RECEIVED

2018 OCT 25 A 10:55

CITY CLERK _____
FALL RIVER, MA

October 25, 2018

Alison M. Bouchard, City Clerk
City of Fall River
One Government Center
Fall River, MA 02722

Dear Ms. Bouchard:

Massachusetts General Laws Chapter 32, section 22(5), as amended by CH306 of the Acts of 1996, requires that the Retirement Board file its annual budget with the governmental unit for which it serves.

Enclosed you will find a copy of the Fall River Retirement Board's 2019 budget for your records. You will also find enclosed ten additional copies for distribution to the members of the Fall River City Council.

Thank you for your attention to this matter.

Very truly yours,

Christine A. Tetreault
Executive Director



COMMONWEALTH OF MASSACHUSETTS
Fall River Contributory Retirement Board

30 Third Street • Suite 301 • Fall River, MA 02720
Tel. (508) 646-9120 • Fax (508) 646-9123
www.fallriverretirement.com

22

October 25, 2018

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

Dear Members of the City Council:

In accordance with Massachusetts General Laws Chapter 32, section 22(5), as amended by CH306 of the Acts of 1996, the Retirement Board hereby files its calendar year 2019 budget.

Please be advised that the City of Fall River may opt to appropriate any portion of the budgeted amount for use by the Retirement Board to carry out its duties. If no appropriation is made these expenses shall be funded solely from the investment income account of this retirement system.

Very truly yours,

Christine A. Tetreault
Executive Director

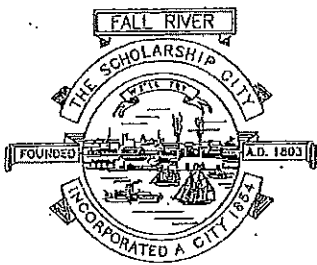
FALL RIVER RETIREMENT BOARD CALENDAR YEAR 2019 BUDGET

2019

Salaries/Benefits	\$ 321,268.20
Legal Fees	\$ 85,000.00
Administrative Expenses	\$ 89,656.80
Service Contracts	\$ 51,100.00
Furniture & Equipment	\$ 2,000.00
Investment Management Fees	\$ 1,660,000.00

TOTAL

\$ 2,209,025.00



**City of Fall River
Massachusetts**

Planning Division

RECEIVED
2018 OCT 24 P 3:00

23

CITY CLERK
FALL RIVER, MA

JASIEL F. CORREIA II
Mayor

WILLIAM D. ROTH JR., AICP
City Planner

TO: Alison Bouchard
City Clerk

FROM: Brittany Faria
Planning, Head Administrative Clerk

RE: Fall River Zoning Board of Appeals Meeting
September 20, 2018

The Fall River Zoning Board of Appeals held a Public Hearing on Thursday, September 20, 2018, at 6:00 PM in the First Floor Hearing Room for the purpose of considering the petitions set forth in the attached minutes of said Public Hearing.

Members present: David Assad, Chairman, Carolyn Morrisette, Vice Chairwoman, Greg Brilhante, Jim Calkins, and alternate members Dan Dupere and David Saber

Members absent: John Frank

Also present: City Planner William D. Roth Jr., AICP and Recording Secretary, Brittany Faria, and Alex Mello of FRGTV.

Notice of the meeting was advertised in the Fall River Herald News on Wednesday, September 5, 2018, and Wednesday, September 12, 2018. The hearing was also posted in the Government Center and notice was sent to the petitioners and abutters of the specified property, as well as the City of Fall River's Planning Board.

6:00pm Chair read the Open Meeting Law notice, and his opening statement.

Chair asked members of the public to announce if there was anyone making an audio or visual recording of the meeting. Reporter with the Herald News announced she was making an audio recording.

SSTAR c/o Philip N. Beauregard Esq.
75 Weaver St., Lot T-3-10

In the matter of Appeal of a denial of a Building Permit for construction of a 43,500 sf, 3-story building with a mixed occupancy. Three quarters of the proposed building is for an Institutional use I-1 Alcohol and Drug Center (Detox) and short term rehabilitation. Not allowed in a [CMD] District. Lot Size 131,386+/-sf

FAVOR

Chair read request letter from Attorney Phillip Beauregard, representing SSTAR, respectfully requesting the Board continue the matter to the regularly scheduled November ZBA Meeting. Attorney Matt Viana was present on behalf of the firm and the client to address the Board if they had any questions.

In consideration of the request before the Board, Chair announced that they would take a vote on the request and if so approved, they would not be hearing any testimony on the matter currently.

DECISION

In a motion made by Mr. Calkins and seconded by Mr. Brilhante, the Board unanimously voted 5-0 to grant the petitioners request to continue the matter to the November 15, 2018, ZBA meeting. Mr. Assad, Mr. Calkins, Ms. Morrisette, Mr. Brilhante and Mr. Saber voted in favor of the motion.

ADILSON DOSSANTOS c/o Jeffrey Medeiros Esq.
533 Hanover St., M-18-16

In the matter of Variance request to convert a 25'x31' two-story carriage house/barn into an apartment, leaving the existing two family dwelling on the same lot, waiving requirements in a [S] District. Lot size 7,800+/- sf.

FAVOR

Attorney Jeffrey Medeiros and petitioner were present to address the Board. Mr. Medeiros submitted pictures for the record of a rough rendering of the proposed exterior. Mr. Medeiros explained that this proposal would be the best use for the existing structure in regards to its size. It is a unique pre-existing non-conforming structure which proposes a hardship for its use. In regards to Ch. 40A Sec 10, the lot is rather large. The existing dwelling is two-family and the existing carriage house would be the proposed apartment.

Board discussed immediate abutters all being non-conforming to the zone in which they are located. Board discussed congestion to the area and existing driveway currently being utilized for parking of up to 6 cars. If needed, the applicant is willing to increase the parking capacity to 8 cars behind the existing apartment building. No proposed structural exterior changes other than some windows, and the existing ramp would be replaced with a deck to alleviate the steepness of the concrete ramp. The intent is for the apartment to be owner occupied.

OPPOSITION

Patricia Shabbot of 657 Brayton Ave. - submitted pictures for the record of the current conditions of the structure and its size in relation to the abutting property that her parents own. Board discussed location of the structure in relation to the abutting property's garage.

Claire Reis of 66 Madison St. - stated to the Board that her family resides in the entire 3-family building and entertains in their driveway for family events. They were opposed to their privacy being lost if there were windows being proposed overlooking her driveway.

Attorney Medeiros responded to the privacy concerns stating that the proposal does not include windows on the second level of the structure in the back, facing the abutters' property. The first floor of the structure would have 1 window added, the abutting property would not be detrimental to the privacy of the neighbors due to the garage on the abutting property obstructing any views.

Carol Mylnek of 54/56 Madison St. - voiced her concern to the Board about the increase to the car population in the neighborhood and stated that the structure being used as a residence so close to the property line seemed unsafe.

Joseph Mylnek of 54/56 Madison St. - was also present in opposition stating it was a privacy concern, being in close proximity to the neighbors and that storm water was already a concern in the neighborhood.

Chair responded to clarify to the abutters that the structure exists regardless to the granting of this petition, that increasing the residences on the subject property from 2 to 3 would correlate with the abutting properties which were all non-conforming to the District, and that length of ownership is not a pre-requisite for consideration; the ZBA does not have jurisdiction regarding storm water.

Attorney Medeiros clarified that the hardship was not financial, that the best use of the structure is what is being considered by the Board.

DECISION

A motion was made by Mr. Brilhante to Grant the petition with the condition that the petitioner provide 6 off-street parking spaces. The motion did not receive a second.

In a motion made by Ms. Morrisette and seconded by Mr. Calkins, the Board voted 4-1 to Deny the petition. Mr. Assad, Ms. Morrisette, Mr. Calkins, and Mr. Dupere voted in favor of the motion, Mr. Brilhante voted against and the motion carried.

6:32pm Chair announced that he must abstain from petition #4

23

RONALD & JOSEPH MIRANDA
317 Lindsey St., Lot S-15-01

In the matter of Variance request to construct a two story addition to an existing commercial building waiving requirements in a [G] District. Lot size 17,157+/- sf.

FAVOR

Dan Aguiar, Senior Project Manager of SITEC Inc., was present on behalf of the petitioners. He explained that the business, 'Michaels Chourico', had received previous grants to variances to expand on this location, and this final request would allow interior loading and unloading of vehicles. It would not impact customer parking and there wouldn't be an increase to deliveries. Mr. Aguiar explained the proximity to the abutting McDonalds and that there would be a 4' set back to George St.

OPPOSITION

No one was present in opposition.

DECISION

In a motion made by Mr. Brilhante and seconded by Mr. Calkins, the Board unanimously voted 5-0 to grant the petition. Mr. Calkins, Ms. Morrissette, Mr. Dupere, Mr. Saber and Mr. Brilhante voted in favor of the motion. Mr. Assad abstained.

6:38pm Chair returned to hear next petition. He announced that Mr. Brilhante needed to abstain from petition #6. Mr. Brilhante exited the meeting at this time.

In the matter of Variance request to construct an addition to an existing mixed use structure, expanding the first floor commercial bakery space, waiving requirements in a [R-4] District. Lot size 6,120+/- sf.

FAVOR

Dan Aguiar, Senior Project Manager of SITEC Inc., addressed the Board on behalf of the owner. Mr. Aguiar explained that 'Pontes Bakery' had a substantial hardship in the topography of the property. They're proposing to extend 24' of the existing addition. There would be no more room for expansion if this is allowed. The proposal would have no negative impact on the off street parking as all current parking is on-street. The proposed structure is subterranean and they were not proposing a new structure above grade.

Chair read for the record a letter in Favor of the petition, submitted by Helen Rego, President of the Niagara Neighborhood Association.

OPPOSITION

No one was present in opposition.

DECISION

In a motion made by Mr. Calkins and seconded by Mr. Dupere, the Board unanimously voted 5-0 to grant the petition. Mr. Calkins, Mr. Dupere, Mr. Saber, Mr. Assad and Ms. Morrisette voted in favor of the motion.

Alternate member David Saber exited the meeting.

DAVID DANIEL c/o Attorney Mark Azar
3063 N. Main St., Lot T-25-27

In the matter of Variance request to subdivide lot leaving existing two family dwelling on one lot and to construct a single family dwelling on the newly created lot waiving requirements in a [S] District. Lot size 21,920+/- sf.

FAVOR

Attorney Mark Azar and petitioner David Daniel were present to address the Board. Mr. Azar submitted supporting documentation and pictures of the property for the record. Mr. Azar explained the proposal being to subdivide the property into 2 lots, with lot sizes being 10,359sf and 11,561sf. Pre-existing non-conforming two family would remain on one lot. The newly proposed two story structure for the second lot would be 30'x40' on the back portion of the property and have 3 bedrooms, with access on the south side of the property where the driveway currently exists. The property is currently under-utilized and this would be the best use of the property. Mr. Azar described the history of the property to explain the shape. The shape and topography of the property being the hardship, pitch of the land shown in the photos submitted. Chair discussed the frontage being the shared driveway, width of 21.13ft. No changes to the retaining wall.

Board discussed set-backs and how much room there would be to allow the proposed building envelope, especially in consideration with the shared driveway.

Mr. Azar offered to supply the Board with revised plans to show full scope of the proposal. Mr. Daniel mentioned that there is another driveway on the other side of the property. That the shared driveway does not have to be a shared driveway. The other driveway is not depicted on the plans.

Chairman Assad offered the options to go forward being: the Board could vote on what they have on the current plans, or request the Board to allow a tabling of the matter to October so that more details can be supplemented on the plans so the Board could make a more informed decision, or request the Board to allow a Withdrawal without prejudice so come back at a later date when the plans are reconfigured. A denial would prevent new proposals for the next 2 years. Chair reminded Mr. Azar of the fee to continue the matter. A withdrawal would be to start all over.

OPPOSITION

Mr. Fairhurst of 3035 N. Main St- direct abutter was present in opposition to the matter. Chair reassured that abutters would be notified of next meeting.

DECISION

In a motion made by Mr. Calkins and seconded by Mr. Dupere, the Board unanimously voted 5-0 to grant the petitioners request to table the matter to the October 18, 2018 ZBA meeting. Mr. Calkins, Mr. Dupere, Mr. Assad, Ms. Morrisette and Mr. Brilhante voted in favor of the motion.

In the matter of Variance request to construct a garage addition to an existing single family dwelling waiving requirements in an [R-80] and [WWD] Districts. Lot size 62,159+/- sf.

FAVOR

Dan Aguiar, Senior Project Manager of SITEC Inc., was present on behalf of the owners. Mr. Aguiar submitted architectural plans to the Board for the record. Mr. Aguiar explained that this property is pre-existing, non-conforming lot which was created prior to current zoning. This request was for relief of side yard set-back requirements. Mr. Aguiar had explained that they would not need relief if they had a detached garage. The proposal was for a two stall, attached garage which is for the convenience of the elderly couple to stay out of the weather when accessing their vehicles. There was a storage area on the architectural plans, submitted by Mr. Aguiar for the record, on the second floor, but not intended as living space.

Mr. Roth asked about the existing driveway. Mr. Aguiar clarified that the structure falls over some of the existing driveway. Mr. Aguiar stated that he anticipates site plan review as a condition and the already has a plan for drainage.

OPPOSITION

No one was present in opposition.

DECISION

In a motion made by Mr. Brilhante and seconded by Mr. Calkins, the Board unanimously voted 5-0 to grant the petition with the condition: No building permit shall be issued prior to approval of the site plan by the Site Plan Review Committee and No site preparation work shall be commenced prior to approval of the site plan by the Site Plan Review Committee. Mr. Brilhante, Mr. Calkins, Mr. Assad, Ms. Morrisette, and Mr. Dupere voted in favor of the motion.

MANUEL & MARIA OLIVEIRA
736 High St., Lot O-4-29

In the matter of Special Permit request to construct a basement access addition as well as a fixed wooden awning to an existing single family dwelling, in an [A-2] District. Lot size 10,105+/- sf

FAVOR

Dan Aguiar, Senior Project Manager of SITEC Inc., was present on behalf of the owner. Mr. Aguiar supplied color photos for the record. Mr. Aguiar stated that the size of the lot is not in question. He pointed out the bulkhead in the photos on the carriage house structure and explained that this was an after-the-fact filing, and that also the patio canopy roof-structure is after-the-fact filing. This is an expansion of the existing non-conforming use, but gets no closer to the property edge than what previously existed.

OPPOSITION

No one was present in opposition.

DECISION

In consideration of the bifurcated hearing before the Board, a motion was made by Mr. Calkins and seconded by Mr. Brilhante, the Board unanimously voted 5-0 that the proposal would not be substantially more detrimental to the neighborhood than the existing nonconforming use in an [A-2] District.

In a motion made by Mr. Calkins and seconded by Mr. Dupere, the Board unanimously voted 5-0 to grant the petition with the Condition being: the subject structures need inspection and approval by the Building Commissioner. Mr. Calkins, Mr. Brilhante, Mr. Dupere, Mr. Assad and Ms. Morrisette voted in favor of the motion.

CITIZENS INPUT

No one signed up for Citizens Input.

APPROVAL OF MINUTES

In the matter of Minutes for Zoning Board of Appeals Meeting dated August 16, 2018.

A motion was made by Mr. Calkins and seconded by Mr. Dupere, the Board unanimously voted 5-0 to approve and waive reading the Minutes for Meetings dated August 16, 2018. Mr. Assad, Mr. Calkins, Ms. Morrisette, Mr. Brilhante and Mr. Dupere voted in favor of the motion.

APPROVAL OF 2019 MEETING SCHEDULE

In the matter of Proposal of 2019 Meeting Schedule.

A motion was made by Mr. Brilhante and seconded by Mr. Calkins, the Board unanimously voted 5-0 to approve and waive reading the Proposed Meetings. Mr. Assad, Mr. Calkins, Ms. Morrisette, Mr. Brilhante and Mr. Dupere voted in favor of the motion.

ADJOURNMENT

A motion was made by Mr. Calkins and seconded by Mr. Brilhante to adjourn the meeting at 7:35pm. In a unanimous vote of 5-0, the Board voted to adjourn the meeting.

CITY COUNCIL PUBLIC HEARING

MEETING: Tuesday, October 9, 2018 at 5:55 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, and Derek R. Viveiros

ABSENT: Councilor Leo O. Pelletier

IN ATTENDANCE: John Doherty, Engineer, Design Distribution
National Grid, 280 Melrose Street, Providence, RI 02907

The President called the meeting to order at 5:56 p.m. and announced that the meeting may be recorded with audio or video and transmitted through any medium and that the purpose of the hearing was to hear all persons interested and wishing to be heard on the following:

Joint Pole Re-Location

1. Petition of Massachusetts Electric Company and Verizon New England for one pole re-location as follows:

Elsbree Street (one (1) joint pole re-location)

Mainline construction to move to east side of Elsbree Street away from the new proposed high school. Pole 16 to remain but will be replaced with a new pole. Poles 14, 15, 17, and 17-1 to be temporarily maintained until existing service can be removed. Pole 20-50 added to support primary service Pole 20-30. In accordance with Plan No. 25986997 dated August 7, 2018.

On a motion made by Councilor Bradford L. Kilby and seconded by Councilor Stephen R. Long, it was unanimously voted that the hearing be opened, with Councilors Pam Laliberte-Lebeau, Leo O. Pelletier and Derek R. Viveiros absent and not voting. Councilors Pam Laliberte-Lebeau and Derek R. Viveiros arrived at 5:58 p.m. The President then directed the proponents to be heard and John Doherty from National Grid came forward. He stated that the pole-relocations are for the construction of the new high school. He also mentioned that pole 22 will remain. The President then directed the opponents to be heard and there were no opponents. On a motion made by Councilor Shawn E. Cadime and seconded by Councilor Bradford L. Kilby, it was unanimously voted to close the hearing, with Councilor Leo O. Pelletier absent and not voting.

On a further motion made by Councilor Shawn E. Cadime and seconded by Councilor Steven A. Camara, it was unanimously voted to adjourn at 5:59 p.m., with Councilor Leo O. Pelletier absent and not voting.

List of documents and other exhibits used during the meeting:

Agenda (attached)

DVD of meeting



City Clerk

COMMITTEE ON FINANCE

MEETING: Tuesday, September 25, 2018 at 6:00 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, Derek R. Viveiros

ABSENT: None

IN ATTENDANCE: Cathy Ann Viveiros, City Administrator
Mary Sahady, Director of Financial Services
Kelly Souza-Young, Chairperson, Board of Election
Commissioners/Director of the Office of Elections
John Lento, Election Systems and Software, Account Manager,
11208 John Galt Boulevard, Omaha, Nebraska
Roberto Reyas, Election System and Software, Field Service
Technician, 11208 John Galt Boulevard, Omaha, Nebraska
John Lynch, Fire Chief
Rene Kochman, Director/COO, Fall River Educational Television

The chair called the meeting to order at 6:02 p.m. and announced that the meeting may be recorded with audio or video and transmitted through any medium.

In accordance with a resolution adopted, as amended May 8, 2012, allowing persons to address the Council for a period of three minutes prior to the beginning or at the conclusion of business in the Committee on Finance, the following persons spoke on the subjects listed:

Citizens' Input Time – Before Discussion of Financial Matters:

Grace Gerling, Executive Director Fall River Re-Creation, 45 Rock Street – CPA Funding
Paul Faggioli, 45 Rock Street/275 High Street – CPA Funding and HDIP
Erica Scott, 187 Pitman Street – Water deal/leadership
Natalie Mello, 510 North Eastern Avenue – Lincoln School
Sean Connell, 219 Purchase Street – CPA Funding
Ann O'Neil-Souza, 351 Kenyon Street – SSTAR
Tony Duarte, 144 Winter Street – HDIP

On a motion made by Councilor Joseph D. Camara and seconded by Councilor Leo O. Pelletier, it was unanimously voted to take item #5 out of order.

5. Communication from Mayor and Loan Order – new voting machines - \$280,000.00
(referred 9-11-18)

City Administrator Cathy Ann Viveiros briefly stated that the presentation is for the voting machines of choice by the elections personnel. Director of the Office of Elections Kelly Souza-Young stated this was also the preferred machine chosen by the previous Director Elizabeth Camara. John Lento, representative from Election Systems and Software made a

presentation with an overview of the voting machines and all its features. He explained that the ballot used for this type of machine requires the voter to fill in the oval next to their selection. The voter will then insert the ballot into the machine for scanning. Once scanned, the voter is informed on the screen as to whether their ballot was accepted or if there was an error the machine will eject the ballot and allow the voter to make the proper corrections. Councilor Joseph A. Camara asked if the oval was not completely filled in or instead if a check mark was placed in the oval would that constitute a spoiled ballot? Mr. Lento explained that the computer will read a checkmark and is designed to pick up any markings on the ballot. If a voter over voted on a ballot the machine will hold on to the ballot and inform the voter on the screen that too many choices were made in one contest. The voter will then have the option to return the ballot or cast it as is. If a voter chooses to return the ballot, that ballot is now spoiled and the poll workers will assist them in obtaining a new ballot. The city's plans to purchase 100 voting booths and 33 voting machines. On a motion made by Councilor Bradford L. Kilby and seconded by Councilor Stephen R. Long, it was unanimously voted to forward the matter to full council for action.

2. Loan Order – Government Center Roof Replacement - \$1,300,000.00
(referred 9-11-18)

Mary Sahady, Director of Financial Services, informed the Council that the roof of Government Center is over forty years old and has been repaired numerous times but has never been replaced. On a motion made by Councilor Bradford L. Kilby and seconded by Councilor Stephen R. Long, it was unanimously voted to forward the matter to full council for action.

3. Loan Order – Globe Street and Flint Street Fire Station Roof and Door Replacement - \$500,000.00 (referred 9-11-18)

The Director of Financial Services stated that both fire stations are in need of roof and door replacements. The Flint Street station roof was last replaced in 1988 and the Globe Street roof is over fifty years old. The proposed doors will be high tech electronic doors. On a motion made by Councilor Bradford L. Kilby and seconded by Councilor Stephen R. Long, it was unanimously voted to forward the matter to full council for action.

4. Loan Order – Public Safety Microwave Communication Network and Video Surveillance Equipment - \$550,000.00 (referred 9-11-18)

The Director of Financial Services explained that a quote was received for this loan order which is broken up into two parts. \$326,000.00 is for networking and \$196,000.00 would be for video equipment. City Administrator Cathy Ann Viveiros stated that the current lines that are being used are through Verizon and they have informed the City that they are no longer going to be maintaining those lines forcing the City to use a different type of network through Verizon which would be more costly. She further explained that they prefer the microwave system not only because it was more cost effective, but because it also provided video transmission as well as audio. Fire Chief John Lynch stated that the microwave system is used for the department's portable and mobile radio system. This system is not the same as the fire alarm box system, which is a radio transmission system. On a motion made by Councilor Bradford L. Kilby and seconded by Councilor Stephen R. Long, it was unanimously voted to forward the matter to full council for action.

6. Resolution – Discuss cable TV contract and options for residents (adopted, as amended 4-24-18)

City Administrator introduced Rene Kochman, Director/COO Fall River Educational Television, to explain what they would like to see when negotiations between the City and Comcast take place prior to their contract expiring in November of 2019. She also stated that the City does not have the ability to negotiate consumer rates. Those rates are determined by the state. Mr. Kochman began by informing the Council that there have been meetings and surveys looking for public input as to what services they would like to receive. He explained that our local network receives 4% of the gross revenue from Comcast and will be looking to request an additional 1%, which would bring them to the state cap of 5%. He further stated that he is looking to upgrade our infrastructure with new fiber optic cables. Council President Ponte asked if other providers have been approached to see if there was an interest in providing cable services in the city.

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Mr. Kochman responded that he doesn't believe there has been a formal meeting with other providers such as Verizon. However, he stated that if other companies felt they had an opportunity to provide services that would benefit them financially they would have explored it. He went on further to say that it is a huge capital investment for another provider to install their infrastructure and they would never recoup that investment in rates or payment along with not having the certainty that they will get enough subscribers. On a motion made by Councilor Bradford L. Kilby and seconded by Councilor Stephen R. Long, it was unanimously voted to table the matter.

7. Community Preservation Committee request for emergency funding for Greater Fall River Re-Creation - \$78,480.00

Council President Ponte stated that this item was also in full Council and this was an opportunity for discussion. The Director of Financial Services stated the Community Preservation Committee would be funding the much needed repairs for the Re-Creation heating system and is looking for Council approval to release the funds.

On a motion made Councilor Bradford L. Kilby and seconded by Councilor Steven A. Camara, it was unanimously voted to adjourn at 7:41 p.m.

List of documents and other exhibits used during the meeting:

Agenda packet (attached)
DVD of meeting


Assistant Clerk of Committees

COMMITTEE ON FINANCE

MEETING: Tuesday, October 9, 2018 at 6:00 p.m.
Council Chamber, One Government Center

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

ABSENT: Councilor Leo O. Pelletier

IN ATTENDANCE: Cathy Ann Viveiros, City Administrator
Mary Sahady, Director of Financial Services
Raymond E. Hague, Director of Veterans' Services
Joseph Marshall, Chair, Vietnam Veterans' Memorial Wall Committee
John Sbrega, 18 Albany Street
Bruce Aldrich, Commandant of the Marine Corps League

The chair called the meeting to order at 6:00 p.m. and announced that the meeting may be recorded with audio or video and transmitted through any medium.

In accordance with a resolution adopted, as amended May 8, 2012, allowing persons to address the Council for a period of three minutes prior to the beginning or at the conclusion of business in the Committee on Finance, the following persons spoke on the subjects listed:

Citizens' Input Time – Before Discussion of Financial Matters:

Bill Desmarais, 22 Alty Street – Vietnam Veterans' Memorial Wall

Augie Venice, 25 Wright's Way – Confirmation of two mayoral appointments on agenda

2. Resolution – Req. Administration transfer \$300,000.00 from Free Cash to cover expenses associated with the Vietnam Veterans' Memorial Wall
Joseph Marshall, the Chair of the Vietnam Veterans' Memorial Wall Committee, gave a brief overview of the project. He stated that in January of 2017 the committee signed a letter of intent with the manufacturer of the wall panels. He stated that there are only three other replicas of the wall. They are located in Oklahoma, Kentucky and Utah. This replica would be the only one on the east coast. He also mentioned that there are 58,267 names on the wall and 1,350 are from Massachusetts and 2,011 are from Rhode Island. Councilor Joseph D. Camara asked why this would only be an 80% size of the original wall in Washington, D.C. He then asked if there is a reason why we couldn't have a full size replica of the wall. Joseph Marshall stated that there cannot be an exact duplicate of the wall, it must be a scaled version of the original, therefore it was agreed upon that it would be an 80% replica

of the original. Councilor Joseph D. Camara then asked if it could be a 90% replica. Bruce Aldridge stated that the area will just about accommodate the 80% replica, so 90% was not considered. Councilor Steven A. Camara questioned how remembrances that are left at the wall will be handled. He also asked if there will be security to prevent vandalism. Joseph Marshall stated that these are items that are being worked on, but at present they are working on raising funds for the wall. Once the wall becomes a reality, there are various ideas for possibly a building to house and catalog any remembrances and house security.

3. Transfers and appropriations - \$300,000 from General Fund Free Cash to Vietnam Veterans Memorial Wall Capital Fund Account

The Director of Financial Services stated that the \$300,000 will be transferred from the General Fund Free Cash Account.

Citizens' Input Time – After Discussion of Financial Matters:

None

On a motion made by Councilor Bradford L. Kilby and seconded by Councilor Stephen R. Long, it was unanimously voted to adjourn at 7:33 p.m.

List of documents and other exhibits used during the meeting:

Agenda packet (attached)

DVD of meeting

Vietnam Veterans Memorial Wall brochure and informational packet


Clerk of Committees

REGULAR MEETING OF THE CITY COUNCIL

MEETING: Tuesday, September 25, 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
Mary Sahady, Director of Financial Services
Kenneth Pacheco, COO, Fall River School Department
Kevin Almeida, CFO, Fall River School Department

President Cliff Ponte called the meeting to order at 7:41 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 – Requests for confirmation of reappointment to the following:
 - a. Debbie Pacheco – Commission on Disability
 - b. Cathy Ann Viveiros – Commission on Disability

On a motion made by Councilor Shawn E. Cadime and seconded by Councilor Pam Laliberte-Lebeau, it was unanimously voted to confirm the reappointment of item 1a.

On a motion made by Councilor Bradford L. Kilby and seconded by Councilor Leo O. Pelletier it was voted to confirm the reappointment of item 1b. Councilor Pam Laliberte-Lebeau stated that she was seeking clarification as to having a city employee sit on the Disability Commission which is a requirement of their board, while the City Charter states that that is not allowed.

On a motion made by Councilor Bradford L. Kilby and seconded by Councilor Leo O. Pelletier, it was unanimously voted to waive the rules and have City Administrator Cathy Ann Viveiros answer questions on behalf of the Administration. Mrs. Viveiros stated that the Charter has a provision in which the Mayor has the ability to issue a waiver to allow a city employee to sit on a board once the appointment is approved by the City Council.

On a motion made by Councilor Bradford L. Kilby to table the item pending the waiver, there was no second made, the motion failed to carry.

Councilor Shawn E. Cadime requested to see the provision in the Charter to which Mrs. Viveiros is referencing. A recess was taken at 7:46 p.m. to obtain the City Charter and reconvened at 7:51 p.m. Council President Cliff Ponte read aloud the section 9-12 of the City Charter, Limitations of Office Holding. Councilor Shawn E. Cadime stated that he interprets the provision as stating that no one employee can hold two jobs in the city for example a police officer cannot also be employed

as a custodian. He further stated that he felt that an appointment to a board was not, in his opinion a form of employment. Councilor Bradford L. Kilby asked if a petition has been filed, which the City Clerk stated that the only item filed was the reappointment letter.

On a motion made by Councilor Steven A. Camara and seconded by Councilor Leo O. Pelletier, to accept the letter of appointment by the Mayor.

Councilor Steven A. Camara stated that he feels that it is the Councils position to either confirm or not confirm the appointment, then the Mayor can submit a waiver based on the Councils decision.

Councilor Bradford L. Kilby responded by stating his interpretation is that a waiver should have been filled with the appointment letter, although he will support the reappointment he feels that the waiver needs to be filed first.

On a motion made by Councilor Bradford L. Kilby and seconded by Councilor Shawn E. Cadime it was voted 4 yeas, 5 nays to table the item, the motion failed to carry with Councilors Shawn E. Cadime, Bradford L. Kilby, Pam Laliberte-Lebeau and Council President Ponte voting in the negative.

Councilor Joseph D. Camara stated that if the city ordinance states that a city employee is required to sit on a board, it is the job of the City Council to uphold both city ordinances as well as the Charter and to follow the procedure to vote whether or not to approve the appointment and then have a waiver issued based on the vote.

On a roll call vote on the first motion to confirm the appointment Cathy Ann Viveiros to the Commission on Disability, it was voted 8 yeas, 1 nay, with Councilor Shawn E. Cadime voting in the negative.

2. Mayor and resolution for the proposed amendment to the Central Market Rate Housing Incentive Zone and Plans for the former Lincoln School located at 439 Pine Street
On a motion made by Steven A. Camara and seconded by Councilor Stephen R. Long, it was voted 8 yeas, 1 nay with Councilor Shawn E. Cadime voting in the negative, that the communication be accepted and placed on file and the resolution be adopted. Approved, October 1, 2018, Mayor Jasiel F. Correia II

3. Mayor and agreement with The Stone Bridge Fire District for dam services and raw water purchases
On a motion made by Councilor Bradford L. Kilby and seconded by Councilor Leo O. Pelletier, it was voted to refer the matter to the Committee on Public Works and Transportation.

4. Mayor and Community Preservation Committee request for emergency funding for Greater Fall River Re-Creation - \$78,480.00
On a motion made by Councilor Steven A. Camara and seconded by Councilor Pam Laliberte-Lebeau, it was unanimously voted that the communication be accepted and placed on file and the order be adopted. Approved, October 1, 2018, Mayor Jasiel F. Correia II

PRIORITY COMMUNICATIONS

5. Board of Election Commissioners re: Official results of State Primary Election held on September 4, 2018

On a motion made by Councilor Shawn E. Cadime and seconded by Councilor Stephen R. Long, it was unanimously voted that the communication be accepted and placed on file.

6. Traffic Commission recommending amendments to traffic ordinances
On a motion made by Councilor Bradford L. Kilby and seconded by Councilor Stephen R. Long, it was unanimously voted to refer the recommendations to the Committee on Ordinances and Legislation.

7. Urban Renewal Plans:
 a. Downtown
 b. Waterfront

Council President Cliff Ponte stated that he received a communication from a resident at 115 Anawan Street requesting to be removed from the waterfront renewal plan. Councilor Joseph D. Camara stated that he feels there may be many residents that are effected by the renewal project that may be unaware of the details of the project. Councilor Steven A. Camara went on further to say that if the item is referred to committee that he would recommend all property owners effected by this project be invited to attend the meeting for more information. The City Clerk informed Councilor Steven A. Camara that the property owners were notified to attend a previous meeting held by the Planning Board On a motion made by Councilor Joseph D. Camara and seconded by Councilor Bradford L. Kilby, it was unanimously voted to refer both items a and b to the Committee on Economic Development and Tourism.

8. Planning Board recommendation for the acceptance of streets as follows:

- a. Bell Street extending from Corbett Street to dead end
 b. Estes Lane extending from Lark Street to (old) Lower Stafford Road
 c. Lynwood Street extending from Mariano Bishop Boulevard to the dead end

On a motion made by Councilor Bradford L. Kilby and seconded by Councilor Stephen R. Long it was unanimously voted that the communication for items a. through c. be accepted and placed on file.

9. Planning Board recommendation for the discontinuance of Kennedy Street extending from Stevens Street to Route 24

On a motion made by Councilor Stephen R. Long and seconded by Councilor Pam Laliberte-Lebeau, it was unanimously voted to waive the rules to allow the City Planner Bill Roth to answer questions. Mr. Roth explained that the portion of Kennedy Street is an accepted way but is unimproved. The neighbors are requesting to have it discontinued due to mischievous activity and illegal dumping of trash. Mr. Roth stated that it is the recommendation of the Planning Board to grant the discontinuance. The City would still continue to have ownership to the right of way for utility needs and the remaining area incorporated into the abutting properties. Councilor Stephen R. Long stated that he was under the impression that the City still owns the street but as a paper street and wanted to consult with Corporation Counsel. On a motion made by Councilor Joseph D. Camara and seconded by Councilor Stephen A. Camara it was unanimously voted to table the matter.

10. Tobacco Control Coordinator requesting to appear before the Finance Committee regarding changes to state law tobacco sales and use

On a motion made by Councilor Bradford L. Kilby and seconded by Councilor Stephen R. Long, it was unanimously voted to refer the communication to the Committee on Finance.

COMMITTEE REPORTS – None

ORDINANCES

Second reading and enrollment:

11. Proposed Ordinance – Traffic, Miscellaneous

On a motion made by Councilor Steven A. Camara and seconded by Councilor Stephen R. Long, it was unanimously voted that the proposed ordinance pass through second reading and enrollment. On a motion made by Councilor Shawn E. Cadime and seconded by Councilor Joseph D. Camara, it was unanimously voted that the proposed ordinance be passed to be ordained. Approved, October 1, 2018, Mayor Jasiel F. Correia II

12. Proposed Ordinance – Vehicle Trade-In Revolving Fund

On a motion made by Councilor Bradford L. Kilby and seconded by Councilor Stephen R. Long, it was unanimously voted that the proposed ordinance pass through second reading and enrollment. On a motion made by Councilor Shawn E. Cadime and seconded by Councilor Joseph D. Camara, it was unanimously voted that the proposed ordinance be passed to be ordained.

Approved, October 1, 2018, Mayor Jasiel F. Correia II

13. Proposed Ordinance – Police Cruiser Revolving Fund

On a motion made by Councilor Bradford L. Kilby and seconded by Councilor Stephen R. Long, it was unanimously voted that the proposed ordinance pass through second reading and enrollment. On a motion made by Councilor Shawn E. Cadime and seconded by Councilor Joseph D. Camara, it was unanimously voted that the proposed ordinance be passed to be ordained.

Approved, October 1, 2018, Mayor Jasiel F. Correia II

Second reading and enrollment, as amended:

14. Proposed Ordinance – Commissioner for Recreational Facilities/Director of Recreational Facilities

On a motion made by Councilor Bradford L. Kilby and seconded by Councilor Stephen R. Long, it was unanimously voted that the proposed ordinance pass through second reading and enrollment. On a motion made by Councilor Shawn E. Cadime and seconded by Councilor Joseph D. Camara, it was unanimously voted that the proposed ordinance be passed to be ordained, as amended.

Approved, October 1, 2018, Mayor Jasiel F. Correia II

RESOLUTIONS – None

CITATIONS

On a motion made by Councilor Steven A. Camara and seconded by Councilor Stephen R. Long, it was unanimously voted to take items #15 through #23 together.

15. Karl D. Hetzler – recipient of the 2018 Roger Valcourt Memorial Outstanding Citizen of the Year
16. Catherine M. Kitchen – recipient of the 2018 Florence Cook Brigham Award
17. Robert Kitchen – recipient of the 2018 Florence Cook Brigham Award
18. Alfred J. Lima – recipient of the 2018 Florence Cook Brigham Award
19. Beth Ann Faunce – for assisting homeless individuals transition out of "Tent City"
20. Sergeant Steven Burt – for assisting homeless individuals transition out of "Tent City"
21. John Perry – for assisting homeless individuals transition out of "Tent City"
22. Hearts of Hope – for assisting homeless individuals transition out of "Tent City"
23. Bay Cove Health Services – for assisting homeless individuals transition out of "Tent City"

On a motion made by Councilor Steven A. Camara and seconded by Councilor Pam Laliberte-Lebeau, it was unanimously voted to adopt the citations.

ORDERS – HEARINGS

Curb Removals:

24. Cindy Doan, 177 Nashua Street, Unit 2 – total of 28'8" at 19 Marble Street

On a motion made by Councilor Bradford L. Kilby and seconded by Councilor Stephen R. Long it was unanimously voted to adopt the order.

Approved, October 1, 2018, Mayor Jasiel F. Correia II

25. Harry Leachman, 966 Ray Street – total of 30'8" at 966 Ray Street
On a motion made by Councilor Bradford L. Kilby and seconded by Councilor Stephen R. Long, it was unanimously voted to adopt the order.
 Approved, October 1, 2018, Mayor Jasiel F. Correia II

26. Yonn P. Loeung, 539 Stafford Road – total of 20' at 539 Stafford Road
On a motion made by Councilor Bradford L. Kilby and seconded by Councilor Steven A. Camara, it was unanimously voted to adopt the order.
 Approved, October 1, 2018, Mayor Jasiel F. Correia II

ORDERS – MISCELLANEOUS

Police Chief's report on licenses:

Taxicab Driver:

27. Kevin Nichols
On a motion made by Councilor Shawn E. Cadime and seconded by Councilor Steven A. Camara, it was unanimously voted to adopt the order.

Auto Repair Shop License Renewals:

28. Paul Faria d/b/a A and R Auto located at 1741 Stafford Road
On a motion made by Councilor Bradford L. Kilby and seconded by Councilor Stephen R. Long, it was unanimously voted to adopt the order. Approved, October 1, 2018, Mayor Jasiel F. Correia II

COMMUNICATIONS – INVITATIONS – PETITIONS

29. Claims
On a motion made by Councilor Stephen R. Long and seconded by Councilor Steven A. Camara, it was unanimously voted to refer the claims to Corporation Counsel.

30. Fall River Holiday Parade Committee - request to place 2 banners on Government Center
On a motion made by Councilor Bradford L. Kilby and seconded by Councilor Leo O. Pelletier, it was unanimously voted to approve the request.

31. Structure over a public way – Banners for Fall River Holiday Parade Committee, Inc.
 a. Bedford Street at Central Fire Station
 b. South Main Street at Center Place
On a motion made by Councilor Stephen R. Long and seconded by Councilor Leo O. Pelletier, it was unanimously voted to approve the permit.

32. Structure over a public way – Sign for Baker Sign Works, Broadway
Councilor Joseph D. Camara asked what was the size of the sign. The City Clerk answered 24 inches by 72 inches. On a motion made by Councilor Stephen R. Long and seconded by Councilor Leo O. Pelletier, it was unanimously voted to approve the permit.

City Council Meeting Minutes:

On a motion made by Councilor Steven A. Camara and seconded by Councilor Bradford L. Kilby, it was unanimously voted to take items #33 through #35 together.

33. Public Hearings – September 11, 2018

34. Committee on Finance – August 15, 2018

35. Regular Meeting of the City Council – June 26, 2018

On a motion made by Councilor Bradford L. Kilby and seconded by Councilor Stephen R. Long, it was unanimously voted to approve the minutes.

BULLETINS – NEWSLETTERS – NOTICES

36. Notice of Casualty and Loss at 3960 North Main Street, Apt 4
On a motion made by Councilor Pam Laliberte-Lebeau and seconded by Councilor Stephen R. Long, it was unanimously voted that the notice be accepted and placed on file.

ITEMS FILED AFTER THE AGENDA WAS PREPARED:
CITY COUNCIL MEETING DATE: SEPTEMBER 25, 2018

TABLED MATTERS

4a. Mayor and request for consideration of loan order for Tansey Elementary School Renovations in the amount of \$2,970,496.00 (tabled 9-11-18)
On a motion made by Councilor Bradford L. Kilby and seconded by Councilor Steven A. Camara, it was unanimously voted to lift the item from the table.
On a motion made by Councilor Pam Laliberte-Lebeau and seconded by Councilor Shawn E. Cadime, it was unanimously voted to waive the rules and allow the Administration to answer questions.
Councilor Shawn E. Cadime asked to reiterate the reason the Administration had requested to table the item at the last meeting. Director of Financial Services Mary Sahady stated that Tansey and Watson Schools were both presented at the last meeting but there was some confusion as to the 51% role and ADA portion of the project that was going to put Watson over the 51%. Mass School Buildings separated the two projects and Tansey stands alone well over the 51% for reimbursement and is ready to begin. The Watson School project is trying to be reworked and is working with the ADA Board for waivers.
On a motion made by Councilor Bradford L. Kilby and seconded by Councilor Stephen R. Long, it was unanimously voted to adopt the loan order.
Approved, October 1, 2018, Mayor Jasiel F. Correia II

OTHER POTENTIAL MATTERS (to be acted upon if recommendation is received)

Committee on Finance recommendations:

On a motion made by Councilor Steven A. Camara and seconded by Councilor Bradford L. Kilby, it was unanimously voted to take items 4b through 4e together.

- 4b. Loan Order – Government Center Roof Replacement - \$1,300,000.00
- 4c. Loan Order – Globe Street and Flint Street Fire Station Roof and Door Replacement – \$500,000.00
- 4d. Loan Order – Public Safety Microwave Communication Network and Video Surveillance Equipment – \$550,000.00
- 4e. Loan Order – new voting machines – \$280,000.00

On a motion made by Councilor Steven A. Camara and seconded by Councilor Stephen R. Long, it was unanimously voted to adopt the loan orders.
Approved, October 1, 2018, Mayor Jasiel F. Correia II

A recess was taken at 8:26 p.m. to allow the ordinances to be signed. The Council reconvened at 8:33 p.m.

On a motion made by Councilor Shawn E. Cadime and seconded by Councilor Joseph D. Camara, it was unanimously voted to adjourn at 8:34 p.m.

List of documents and other exhibits used during the meeting:
Agenda packet (attached)
DVD of meeting

A true copy. Attest:

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

City Clerk

REGULAR MEETING OF THE CITY COUNCIL

MEETING: Tuesday, October 9, 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,
and Derek R. Viveiros

ABSENT: Councilor Leo O. Pelletier

IN ATTENDANCE: None

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

PRIORITY MATTERS

1. Mayor requesting confirmation of the reappointment of Manuel Leite to the Board of Election Commissioners

On a motion made by Councilor Joseph D. Camara and seconded by Councilor Stephen R. Long, it was voted 3 yeas, 5 nays to adopt the order, with Councilors Shawn E. Cadime, Steven A. Camara, Bradford L. Kilby, Pam Laliberte-Lebeau and Cliff Ponte voting in the negative and Councilor Leo O. Pelletier absent and not voting and the motion failed to carry.

2. Mayor requesting confirmation of the appointment of Daniel Reitzas to the Board of Police
On a motion made by Councilor Joseph D. Camara and seconded by Councilor Stephen R. Long, it was voted 3 yeas, 5 nays to adopt the order, with Councilors Shawn E. Cadime, Steven A. Camara, Bradford L. Kilby, Pam Laliberte-Lebeau and Cliff Ponte voting in the negative and Councilor Leo O. Pelletier absent and not voting and the motion failed to carry. Councilor Bradford L. Kilby stated that he is not against the individuals, just that the Mayor has not made the appointments to the Special City Charter Commission. President Cliff Ponte stated that he will not support any appointments made by the Mayor until the Special City Charter Commission appointments are made.

3. Transfers and appropriations - \$300,000 from General Fund Free Cash to Vietnam Veterans Memorial Wall Capital Fund Account

On a motion made by Councilor Joseph D. Camara and seconded by Councilor Stephen R. Long, it was unanimously voted to adopt the order, with Councilor Leo O. Pelletier absent and not voting.

PRIORITY COMMUNICATIONS - None

COMMITTEE REPORTS – None
ORDINANCES - None

RESOLUTIONS

4. City Council oppose request to MassDOT for permits to construct five electronic billboards by the City of Fall River at its upcoming meeting in Boston on October 11, 2018.

A motion was made by Councilor Steven A. Camara and seconded by Councilor Pam Laliberte-Lebeau, to adopt the resolution. Councilor Steven A. Camara stated that there are approximately fifty billboards in the City and these additional electronic billboards would only add to the littering of billboards. On a further motion made by Councilor Steven A. Camara and seconded by Councilor Bradford L. Kilby, it was voted 4 yeas, 4 nays to refer the resolution to the Committee on Health and Environmental Affairs, with Councilors Joseph D. Camara, Stephen R. Long, Derek R. Viveiros and Cliff Ponte voting in the negative and Councilor Leo O. Pelletier absent and not voting and the motion failed to carry. On yet a further motion made by Councilor Joseph D. Camara and seconded by Councilor Stephen R. Long, it was voted 4 yeas, 4 nays to grant the resolution leave to withdraw, with Councilors Shawn E. Cadime, Steven A. Camara, Bradford L. Kilby and Pam Laliberte-Lebeau voting in the negative and Councilor Leo O. Pelletier absent and not voting and the motion failed to carry. On yet a further motion made by Councilor Steven A. Camara and seconded by Councilor Pam Laliberte-Lebeau, it was voted 6 yeas, 2 nays to table the resolution with Councilors Joseph D. Camara and Derek R. Viveiros voting in the negative and Councilor Leo O. Pelletier absent and not voting.

CITATIONS - None

ORDERS – HEARINGS

Joint Pole Re-Location

5. Massachusetts Electric Company and Verizon New England – one pole re-location on Elsbree Street

On a motion made by Councilor Shawn E. Cadime and seconded by Councilor Bradford L. Kilby, it was unanimously voted to adopt the order, with Councilor Leo O. Pelletier absent and not voting.

ORDERS – MISCELLANEOUS

6. Police Chief's report on licenses:

Taxicab Driver:

Akeem Barlow

Leo R. Chase

Brian Ferreira

David Justice

Private Livery Driver:

Sharon Fernandes

On a motion made by Councilor Shawn E. Cadime and seconded by Councilor Bradford L. Kilby, it was unanimously voted to adopt the order, with Councilor Leo O. Pelletier absent and not voting.

COMMUNICATIONS – INVITATIONS – PETITIONS

7. Claims

On a motion made by Councilor Shawn E. Cadime and seconded by Councilor Stephen R. Long, it was unanimously voted to refer the claims to Corporation Counsel, with Councilor Leo O. Pelletier absent and not voting.

City Council Meeting Minutes:

8. Regular Meeting of the City Council – August 15, 2018

On a motion made by Councilor Shawn E. Cadime and seconded by Councilor Stephen R. Long, it was unanimously voted to approve the minutes, with Councilor Leo O. Pelletier absent and not voting.

9. Planning Board Minutes - August 23, 2018

On a motion made by Councilor Shawn E. Cadime and seconded by Councilor Stephen R. Long, it was unanimously voted that the minutes be accepted and placed on file, with Councilor Leo O. Pelletier absent and not voting.

BULLETINS – NEWSLETTERS – NOTICES

10. Communication from Executive Office of Energy and Environmental Affairs – Proposed Cathodic Protection Ground Bed Project

On a motion made by Councilor Bradford L. Kilby and seconded by Councilor Shawn E. Cadime, it was unanimously voted that the communication be accepted and placed on file, with Councilor Leo O. Pelletier absent and not voting.

11. Department of Environmental Protection – Notice of application from MassDOT to construct and maintain a railroad layover facility associated with the South Coast Rail Project

On a motion made by Councilor Shawn E. Cadime and seconded by Councilor Stephen R. Long, it was unanimously voted that the communication be accepted and placed on file, with Councilor Leo O. Pelletier absent and not voting.

On a motion made by Councilor Shawn E. Cadime and seconded by Councilor Bradford L. Kilby, it was unanimously voted to adjourn at 7:13 p.m.

List of documents and other exhibits used during the meeting:

Agenda packet (attached)

DVD of meeting

A true copy. Attest:



City Clerk

SPECIAL MEETING OF THE CITY COUNCIL

MEETING: Tuesday, October 16, 2018 at 6:00 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: Joseph I. Macy, Corporation Counsel

President Cliff Ponte called the meeting to order at 6:01 p.m. with a moment of silence followed by a salute to the flag and announced that the meeting may be recorded with audio or video and transmitted through any medium.

Agenda:

1. Citizens' Input Time
Patricia Casey, 26 Mount Hope Avenue – City business
CJ Ferry, 300 Buffinton Street – City situation
Collin Dias, 560 Ray Street – City situation
Doug Carvalho, 360 Ferry Street – City
Amy Blanchette, 724 Second Street – City
Erica Scott, 187 Pitman Street – City
Robert Camara, 127 Gagnon Street – City
Jordan Silva, Barnaby Street/Whipple Street – City

On a motion made by Councilor Bradford L. Kilby and seconded by Councilor Pam Laliberte-Lebeau, it was unanimously voted to waive the rules to allow Citizen Input to exceed 30 minutes.

Dawn Saurette, 1984 Robeson Street – City

Council President Cliff Ponte called for a 5 minute recess at 6:35 p.m. to allow police officers to remove a member of the audience from the Council Chamber, after his refusal to remain quiet. The City Council reconvened at 6:36 p.m. On a motion made by Councilor Steven A. Camara and seconded by Councilor Pam Laliberte-Lebeau, it was unanimously voted to waive the rules to allow a non-Fall River resident to speak.

Leslie Rich, 201 Duxbury Ct., Warwick, RI 02886 – City
Michael Miozza, 84 Holland Street – City Charter
Peter Fernandes, 360 Second Street – City situation

Charles Chase, 3723 North Main Street – Mayor
M. Earle Gaudette, 38 Gaudette Drive – Mayor

2. City Council request to address recent issues relating to Mayor Jasiel F. Correia II in accordance with Section 3-8 of the City Charter

Council President Cliff Ponte made remarks regarding the recent issues relating to Mayor Jasiel F. Correia II. He stated that he agrees with many residents and that he is unsure if the Mayor can proceed with the everyday responsibilities of running the City of Fall River due to his impending legal matters. He also stated that he will vote to remove the Mayor, if a vote is taken. Councilor Shawn E. Cadime stated that the Mayor said he is drained emotionally, mentally, and physically. Councilor Cadime also stated that he believes that the Charter does allow for the temporary removal of the Mayor and the City Council President should step in as Acting Mayor.

On a motion made by Councilor Shawn E. Cadime and seconded by Councilor Pam Laliberte-Lebeau, it was unanimously voted to waive the rules to allow Corporation Counsel to answer questions. Councilor Shawn E. Cadime stated that he would like to have the day-to-day duties of the Mayor removed. Corporation Counsel stated that the Charter does not define what "unable to perform the duties of Mayor" exactly means and read part of his legal opinion regarding the absence or vacancy of the Mayor into the record. A motion made by Councilor Shawn E. Cadime and seconded by Councilor Bradford L. Kilby requesting that the Fall River City Council, as allowed for under the Home Rule Charter, determine that Jasiel F. Correia II is unable to perform the duties of the Office of the Mayor and that effective immediately the President of the City Council assume the role of Acting Mayor until such time as the federal criminal charges that have been brought against Jasiel F. Correia II by the United States of America have been resolved or until the next scheduled city election where the voters of Fall River have the opportunity to exercise their vote for the office of Mayor.

Councilor Steven A. Camara requested that the motion made by Councilor Shawn E. Cadime be provided to the City Council in writing and it was later provided. Councilor Stephen R. Long stated that he supports the removal of the Mayor from office, as he feels that it would be in the best interest of the City. Councilor Steven A. Camara stated that he believes that it is not the responsibility of the City Council to remove a Mayor from office, whether temporarily or permanently. He further stated that there are three ways to remove the Mayor from office and they are:

1. *The Mayor can resign.*
2. *The Mayor can be removed by a recall election.*
3. *The Mayor can be convicted of a felony, which would remove him from the office.*

Councilor Steven A. Camara then stated that he will not allow this motion to go forward. He then stated that some may see this as heavy handed, but he sees it as a time to pull back and to contemplate what the City Council as an elected body is now facing. Councilor Joseph D. Camara stated that voters should have a recall election and the voters should determine who the Mayor will be. He then questioned how the City Council President could work full-time as Mayor if he currently has a full-time job and stated that whomever is Mayor needs to work full-time. Councilor Pam Laliberte-Lebeau respectfully requested that Mayor Jasiel F. Correia II step aside and take the media spotlight with him and off of the City of Fall River. Councilor Leo O. Pelletier stated that he has been receiving numerous phone calls regarding this matter. He then stated "Jasiel, do the right thing for the City of Fall River, your family and everybody else and step down."

Councilor Bradford L. Kilby stated that during his twenty-three years as an attorney, he has had clients who had federal charges against them and he has seen how meticulous the Federal Bureau of Investigation is. Councilor Derek R. Viveiros stated that there are many angles to this situation. He stated that he feels the Mayor has lost his effectiveness with state officials who have requested his resignation. Councilor Steven A. Camara asked the City Clerk if she knew if an Acting Mayor would receive the Mayor's salary in addition to the City Council salary and she stated that she was unsure. Councilor Shawn E. Cadime moved the question and Council President Cliff Ponte read the following from the City Charter:

"SECTION 2-9: ORDINANCES AND OTHER MEASURES

(c) Charter Objection – On the first occasion that the question of adoption of a measure is put to the City Council, if a single councilor present objects to the taking of the vote, the vote shall be postponed until the next meeting of the City Council, whether regular or special. If more than one councilor present objects, such postponement shall be until the next regular meeting. If it is an emergency measure, at least three councilors must object. This procedure shall not be used more than once for any specific matter notwithstanding an amendment to the original matter. A charter objection shall have privilege over all motions but must be raised prior to or at the call for a vote by the presiding officer and all debate shall cease."

Councilors Steven A. Camara and Joseph D. Camara subsequently objected to Councilor Shawn E. Cadime's motion and it was laid on the table until the next meeting in accordance with the City Charter. Council President Cliff Ponte then called for a two minute recess at 8:00 p.m. The City Council reconvened at 8:01 p.m. On a motion made by Councilor Steven A. Camara and seconded by Councilor Joseph D. Camara, it was voted 2 yeas, 7 nays to adjourn and the motion failed to carry, with Councilors Shawn E. Cadime, Bradford L. Kilby, Pam Laliberte-Lebeau, Stephen R. Long, Leo O. Pelletier, Derek R. Viveiros, and City Council President Cliff Ponte voting in the negative.

A further motion made by Councilor Shawn E. Cadime and seconded by Councilor Pam Laliberte-Lebeau to take a vote of no confidence on Mayor Jasiel F. Correia II was objected to by Councilors Steven A. Camara and Joseph D. Camara and laid on the table until the next meeting in accordance with the City Charter. On yet a further motion made by Councilor Bradford L. Kilby and seconded by Councilor Shawn E. Cadime requesting Mayor Jasiel F. Correia II resign from office was objected to by Councilor Steven A. Camara and laid on the table until the next meeting in accordance with the City Charter.

On a further motion made by Councilor Shawn E. Cadime and seconded by Councilor Bradford L. Kilby, it was unanimously voted to adjourn at 8:03 p.m.

List of documents and other exhibits used during the meeting:

Agenda packet (attached)

DVD of meeting

Legal opinion from Corporation Counsel Joseph I. Macy regarding the absence or vacancy of the Mayor

A true copy. Attest:

Alison M Bouchard

City Clerk

Tabled Matter



City of Fall River
Massachusetts
Office of the Mayor

RECEIVED

2018 OCT 11 A 11:58

CITY CLERK
FALL RIVER, MA

JASIEL F. CORREIA II
Mayor

October 10, 2018

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

RE: Historical Commission

Mr. President and Members of the Honorable Council:

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

Laurence Dykes, Jr
28 Chaloner Street
Fall River, MA 02720

as a member of the Fall River Historic District Commission, with a term commencing 10/10/2018 and expiring 10/10/2021.

Thank you for your favorable consideration in this regard.

Jasiel F. Correia II
Mayor

CITY OF FALL RIVER
IN CITY COUNCIL

OCT 23 2018

Tabled Matter

Laurence Dykes, Jr.
28 Chaloner Street
Fall River, MA 02722
(508) 678-7003

QUALIFICATIONS

Twenty nine years- experience in the construction field. Nine years- experience as a Licensed Construction Supervisor. Responsible for project management, coordination of sub-contractors, interfacing with building inspectors/ managers and local officials. Ordering and purchasing of stock and delivery of projects upon completion.

EXPERIENCE

Dillon Acoustical Corporation/Smithfield, RI 2007 to Present
Suspended Ceiling Installation Engineer

Responsible for pre-installation
Review blue prints for accuracy and integrity
Order and purchase job related stock and supplies
Partner with job supervisors to ensure timely delivery

Lawton Contracting/Braintree, MA 2004 to 2007
Suspended Ceiling Installation Engineer

Responsible for pre-installation
Review blue prints for accuracy and integrity
Order and purchase job related stock and supplies
Partner with job supervisors to ensure timely delivery

Forest Construction Corporation/Stoughton, MA 1995 to 2004
Licensed Construction Supervisor

Responsible for overseeing projects from beginning phases to completion
Manage sub-contractors to ensure completion of project delivery and submission of relevant inspections
Scheduled inspections with local building inspectors and fire officials
Partnered with building managers to ensure compliant project execution in accordance with building rules and regulations

Fine Line Interiors/Boxford, MA 1985 to 1995
Suspended Ceiling Installation Engineer

Responsible for pre-installation
Review blue prints for accuracy and integrity
Order and purchase job related stock and supplies
Partner with job supervisors to ensure timely delivery

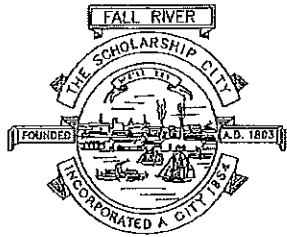
EDUCATION AND CERTIFICATIONS

East Bridgewater High School 1985
Graduate

Construction Certification Institute, Inc. 2001
Licensed Construction Supervisor

Operations and Maintenance of Asbestos Removal 2001

OSHA 30 2009
Construction Safety and Health



JASIEL F. CORREIA II
Mayor

City of Fall River
Massachusetts
Office of the Mayor

Tabled Matter

RECEIVED

2018 OCT 11 A 11:58

CITY CLERK
FALL RIVER, MA

October 10, 2018

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

RE: Fall River Historic District Commission

Mr. President and Members of the Honorable Council:

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

Richard Mancini
243 French Street
Fall River, MA 02720

as a member of the Fall River Historic District Commission, with a term commencing 10/10/2018 and expiring 10/10/2019.

Thank you for your favorable consideration in this regard.

Jasiel F. Correia II
Mayor

CITY OF FALL RIVER
IN CITY COUNCIL

OCT 23 2018

Tabled

Tabbed Matter

RICHARD R. MANCINI
243 French St., Fall River, MA 02720-3431
508-558-3539 – cell rrmancini@comcast.net

Professional Experience:

2004 to present Retired

2002-2004: Director Engineering and Maintenance

Rhode Island Hospital, Providence, RI

1980-2003: Manager of Electrical Operations and Design

Rhode Island Hospital, Providence, RI

1978-1980: Supervisor of Electrical Operations

Brown University, Providence, RI

1966-1978: Mancini Electric Co., Fall River, MA

Owner/manager of 13 person shop;

Education:

Diman regional Vocational High School, Fall River, MA

Roger Williams University, Bristol, RI: six credits short of
BS degree in Industrial Engineering

Licenses/Certifications:

- Master and Journeyman Electrician licenses: MA and RI
- Refrigeration License MA
- Licensed Real Estate Broker: MA & RI (2005-2009)
- Nationally Certified Motorcycle Safety Instructor

References and more comprehensive detail re: above will be submitted upon request



City of Fall River
Massachusetts
Office of the Mayor

Tabled Matter

RECEIVED

2018 OCT 11 A 11:58

CITY CLERK
FALL RIVER, MA

JASIEL F. CORREIA II
Mayor

October 10, 2018

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

RE: Fall River Historic District Commission

Mr. President and Members of the Honorable Council:

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

Kristen Cantara Oliveira
898 Robeson Street
Fall River, MA 02720

as a member of the Fall River Historic District Commission, with a term commencing 10/10/2018 and expiring 10/10/2020.

Thank you for your favorable consideration in this regard.

Jasiel F. Correia II
Mayor

CITY OF FALL RIVER
IN CITY COUNCIL

OCT 23 2018

Tabled

KRISTEN OLIVEIRA
100 Chavenson Street
Fall River, MA 02723
Cell (508) 837-4447, Home (508) 674-8566

Tabled Matter

EDUCATIONAL HISTORY

BRISTOL COMMUNITY COLLEGE, Fall River, MA
Thanatology Program – graduated June 2013

DIMAN SCHOOL OF PRACTICAL NURSING, Fall River, MA
Practical Nursing Program – graduated June 2008

BRISTOL COMMUNITY COLLEGE, Fall River, MA
Business Office Technology – graduated September 1998

JOHNSON AND WALES UNIVERSITY, Providence, RI
Fashion Merchandising – graduated June 1987

WORK HISTORY

BISHOP CONNOLLY HIGH SCHOOL, Fall River, MA
School Nurse – August 2012 to Present

HOPE HOUSE OF ST. ANNE'S HOSPITAL, Fall River, MA
Licensed Practical Nurse – March 2010 to June 2012

HIGHLAND MANOR NURSING HOME, Fall River, MA
Licensed Practical Nurse – November 2008 to March 2010

IDDI / CRYSTAL SPRINGS SCHOOL, Assonet, MA
Licensed Practical Nurse – July 2008 to January 2009

BROTHERS OF CHRISTIAN INSTRUCTION, Fall River, MA
Private Cook – October 2006 to June 2012

BISHOP CONNOLLY HIGH SCHOOL, Fall River, MA
Administrative Assistant – December 1998 to May 2007

City of Fall River, *In City Council*

Tabled Matter

ORDERED, that the City Council hereby reappoints the following individual to serve on the Fall River Historic District Commission as designated:

NAME

TERM TO EXPIRE

Laurence Dykes Jr.

8-16-2021

CITY OF FALL RIVER
IN CITY COUNCIL

OCT 23 2018

Tabled

Tabled Matter

Laurence Dykes, Jr.
28 Chaloner Street
Fall River, MA 02722
(508) 678-7003

QUALIFICATIONS

Twenty nine years- experience in the construction field. Nine years- experience as a Licensed Construction Supervisor, Responsible for project management, coordination of sub-contractors, interfacing with building inspectors/ managers and local officials. Ordering and purchasing of stock and delivery of projects upon completion.

EXPERIENCE

Dillon Acoustical Corporation/Smithfield, RI

2007 to Present

Suspended Ceiling Installation Engineer

Responsible for pre-Installation

Review blue prints for accuracy and integrity

Order and purchase job related stock and supplies

Partner with job supervisors to ensure timely delivery

Lawton Contracting/Braintree, MA

2004 to 2007

Suspended Ceiling Installation Engineer

Responsible for pre-Installation

Review blue prints for accuracy and integrity

Order and purchase job related stock and supplies

Partner with job supervisors to ensure timely delivery

Forest Construction Corporation/Stoughton, MA

1995 to 2004

Licensed Construction Supervisor

Responsible for overseeing projects from beginning phases to completion

Manage sub-contractors to ensure completion of project delivery and submission of relevant inspections

Scheduled inspections with local building inspectors and fire officials

Partnered with building managers to ensure compliant project execution in accordance with building rules and regulations

Fine Line Interiors/Boxford, MA

1985 to 1995

Suspended Ceiling Installation Engineer

Responsible for pre-Installation

Review blue prints for accuracy and integrity

Order and purchase job related stock and supplies

Partner with job supervisors to ensure timely delivery

EDUCATION AND CERTIFICATIONS

East Bridgewater High School

Graduate

1985

Construction Certification Institute, Inc.

2001

Licensed Construction Supervisor

Operations and Maintenance of Asbestos Removal

2001

OSHA 30

2009

Construction Safety and Health

