



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, March 5, 2019 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 7:28 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. Transfer and appropriation: req. to appropriate \$51,018.75 to EMS Capital from EMS Stabilization Fund

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

2. Mayor requesting confirmation of appointment of Susan Cote to Cultural Council
On a motion made by Councilor Bradford L. Kilby and seconded by Councilor Leo O. Pelletier, it was voted 8 yeas, 1 nay to confirm the appointment, with Councilor Shawn E. Cadime voting in the negative.

3. Mayor and order authorizing Intermunicipal Agreement for wastewater treatment services with Town of Westport
On a motion made by Councilor Bradford L. Kilby and seconded by Councilor Leo O. Pelletier, it was unanimously voted to refer the matter to the Committee on Finance.

PRIORITY COMMUNICATIONS – None

COMMITTEE REPORTS

Committee on Finance recommending:

Referral to the Committee on Public Works and Transportation:

4. Order – CPA funds for Historic Resources Preservation Projects (Fall River Public Library)
On a motion made by Councilor Bradford L. Kilby and seconded by Councilor Stephen R. Long, it was unanimously voted to refer the matter to the Committee on Public Works and Transportation.

Committee on Public Safety recommending:

Grant leave to withdraw:

5. Resolution – Hospitalization of police officers due to malfunction in cruisers
Council President Cliff Ponte asked Councilor Bradford L. Kilby to provide an update on this matter. Councilor Bradford L. Kilby stated that the Chief of Police mentioned that various police cruisers were recalled and all the repairs have been completed. He also stated that the police officer that was hospitalized has returned to work. On a motion made by Councilor Joseph D. Camara and seconded by Councilor Stephen R. Long, it was unanimously voted that the resolution be granted leave to withdraw.

6. Resolution – Methods to increase police presence for public safety
On a motion made by Councilor Steven A. Camara and seconded by Councilor Stephen R. Long, it was unanimously voted that the resolution be granted leave to withdraw.

Committee on Real Estate recommending:

Adoption:

7. Order – easement for Eric J. and Carol A. LePage on south side of 439 Martine Street
On a motion made by Councilor Stephen R. Long and seconded by Councilor Leo O. Pelletier, it was unanimously voted to adopt the order. Councilor Bradford L. Kilby stated that he inquired if there was any intrusion to the Alfred J. Lima Quequechan River Rail Trail and it does not. Approved, March 6, 2019, Mayor Jasiel F. Correia II

8. Order – Land transfer at Sykes Road, Lot Z-4-8
On a motion made by Councilor Steven A. Camara and seconded by Councilor Leo O. Pelletier, it was unanimously voted to adopt the order. Approved, March 6, 2019, Mayor Jasiel F. Correia II

9. Order – Land transfer at Currant Road, Lot Z-3-132
On a motion made by Councilor Joseph D. Camara and seconded by Councilor Leo O. Pelletier, it was unanimously voted to adopt the order. Approved, March 6, 2019, Mayor Jasiel F. Correia II

ORDINANCES – None

RESOLUTIONS

10. Request that Administration provide information and potential funding to provide electrical cabinets to handle electrical needs at the Gates of the City
Councilor Shawn E. Cadime requested support of this resolution to improve this area, which is used for many public events. On a motion made by Councilor Bradford L. Kilby and seconded by Councilor Shawn E. Cadime, it was unanimously voted to adopt the resolution.

11. Committee on Ordinances and Legislation discuss establishment of an ordinance to require ratification of constable applications by the City Council
Councilor Shawn E. Cadime stated that at the last meeting, the Council heard from an individual regarding appointments of constables and hopefully this matter will be discussed further in the Committee on Ordinances and Legislation. Councilor Bradford L. Kilby stated that “hopefully we can cure an injustice”. On a motion made by Councilor Bradford L. Kilby and seconded by Councilor Shawn E. Cadime, it was unanimously voted to adopt the resolution.

12. Committee on Ordinances and Legislation discuss establishment of an ordinance requiring all collective bargaining agreements include cost analysis
Councilor Stephen R. Long feels this is micro managing and over stepping City Council boundaries. Councilor Shawn E. Cadime stated that he does not believe that requesting the costs that are associated with a collective bargaining agreement is micro managing. Councilor Joseph D. Camara stated that he does not see the need to have the Director of Financial Services involved in negotiating contracts. On a motion made by Councilor Shawn E. Cadime and seconded by Councilor Leo O. Pelletier, it was voted 6 yeas, 3 nays to adopt the resolution, with Councilors Joseph D. Camara, Steven A. Camara and Stephen R. Long voting in the negative.

CITATIONS – None

ORDERS – HEARINGS – None

ORDERS – MISCELLANEOUS

13. Police Chief's report on licenses:

Taxicab Drivers:

Edward Borges

Michael Bravo

Jennifer A. Coelho

Steven Howance

Beau Rapoza

Laura Rodriguez

Muhammad Shabbir

Ashley Smith

Frederick Zaverucka

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

COMMUNICATIONS – INVITATIONS – PETITIONS

14. Claims

On a motion made by Councilor Steven A. Camara and seconded by Councilor Leo O. Pelletier, it was unanimously voted to refer the claims to Corporation Counsel.

On a motion made by Councilor Steven A. Camara and seconded by Councilor Leo O. Pelletier, it was unanimously voted to take items #15 through #17 together.

15. Assistant Attorney General/Division of Open Government decision re: OML complaint from Patrick Higgins for June 25, 2018 meeting of City Council Committee on Public Works and Transportation

16. Assistant Attorney General Division of Open Government decision re: OML complaint from Patrick Higgins for June 26, 2018 meeting of City Council Committee on Economic Development and Tourism

17. Assistant Attorney General Division of Open Government decision re: OML complaint from Patrick Higgins for June 26, 2018 meeting of City Council

On a motion made by Councilor Shawn E. Cadime and seconded by Councilor Stephen R. Long, it was unanimously voted that items #15 through #17 be accepted and placed on file.

On a motion made by Councilor Steven A. Camara and seconded by Councilor Bradford L. Kilby, it was unanimously voted to take items #18 through #20 together.

City Council Meeting Minutes:

18. Regular Meeting – January 22, 2019

19. Committee on Finance – February 5, 2019

20. Public Hearings – February 19, 2019

On a motion made by Councilor Steven A. Camara and seconded by Councilor Stephen R. Long, it was unanimously voted that items #18 through #20 be approved.

BULLETINS – NEWSLETTERS – NOTICES – None

OTHER POTENTIAL MATTERS

3a. Mayor and order re: collective bargaining agreement for AFSCME Council 93
On a motion made by Councilor Steven A. Camara and seconded by Councilor Leo O. Pelletier, it was unanimously voted to lift the matter from the table. Councilor Leo O. Pelletier stated that he will be supporting the collective bargaining agreement. Councilor Bradford L. Kilby stated that he will be supporting this matter and apologized for the delay. On a further motion made by Councilor Bradford L. Kilby and seconded by Councilor Stephen R. Long, it was voted 8 yeas, 1 nay to adopt the collective bargaining agreement as negotiated, with Councilor Shawn E. Cadime voting in the negative.

Approved, March 6, 2019, Mayor Jasiel F. Correia II

Committee on Ordinances and Legislation (pending recommendation):

9a. Proposed Ordinance – Traffic, handicapped parking

On a motion made by Councilor Steven A. Camara and seconded by Councilor Stephen R. Long, it was voted 9 yeas to adopt an Emergency Preamble. On a further motion made by Councilor Steven A. Camara and seconded by Councilor Leo O. Pelletier, it was unanimously voted to pass the proposed ordinance through first reading, second reading, passed to be enrolled and passed to be ordained.

Approved, March 6, 2019, Mayor Jasiel F. Correia II

9b. Proposed Ordinance – Traffic, miscellaneous (Stop Signs)

On a motion made by Councilor Stephen R. Long and seconded by Councilor Steven A. Camara, it was voted 9 yeas to adopt an Emergency Preamble. On a further motion made by Councilor Stephen R. Long and seconded by Councilor Leo O. Pelletier, it was unanimously voted to pass the proposed ordinance through first reading, second reading, passed to be enrolled and passed to be ordained, as amended.

Approved, March 6, 2019, Mayor Jasiel F. Correia II

9c. Proposed Ordinance – Traffic, miscellaneous

On a motion made by Councilor Stephen R. Long and seconded by Councilor Leo O. Pelletier, it was unanimously voted to pass the proposed ordinance through first reading, as amended.

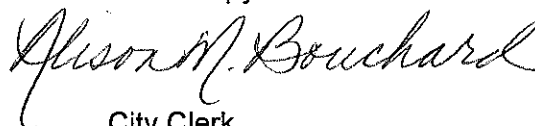
On a motion made by Councilor Bradford L. Kilby and seconded by Councilor Stephen R. Long, it was unanimously voted to adjourn at 8:05 p.m.

List of documents and other exhibits used during the meeting:

Agenda packet (attached)

DVD of meeting

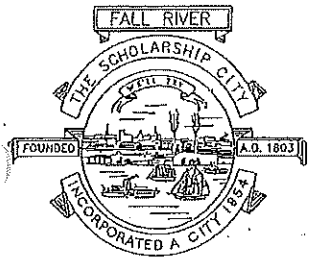
A true copy. Attest:



City Clerk

In City Council, April 23, 2019

Approved



City of Fall River Massachusetts
Office of the City Clerk

RECEIVED

2019 MAR -1 A 11:48

CITY CLERK
FALL RIVER, MA

ALISON M. BOUCHARD
CITY CLERK

INÊS LEITE
ASSISTANT CITY CLERK

MEETINGS SCHEDULED
CITY COUNCIL CHAMBER, ONE GOVERNMENT CENTER
TUESDAY, MARCH 5, 2019
AGENDA

5:30 P.M. COMMITTEE ON ORDINANCES AND LEGISLATION

6:00 P.M. COMMITTEE ON FINANCE OR IMMEDIATELY FOLLOWING THE COMMITTEE ON ORDINANCES AND LEGISLATION IF THAT MEETING IF THAT MEETING RUNS PAST 6:00 P.M.

1. Citizen Input
2. *Transfer and appropriation (See #1 below)
3. *Collective bargaining agreement for AFSCME Council 93 (tabled 2-19-19)

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. *Transfer and appropriation: req. to appropriate \$51,018.75 to EMS Capital from EMS Stabilization Fund
2. *Mayor requesting confirmation of appointment of Susan Cote to Cultural Council
3. *Mayor and order authorizing Intermunicipal Agreement for wastewater treatment services with Town of Westport

PRIORITY COMMUNICATIONS – None

COMMITTEE REPORTS

Committee on Finance recommending:

Referral to the Committee on Public Works and Transportation:

4. *Order – CPA funds for Historic Resources Preservation Projects (Fall River Public Library)

Committee on Public Safety recommending:

Grant leave to withdraw:

5. *Resolution – Hospitalization of police officers due to malfunction in cruisers
6. *Resolution – Methods to increase police presence for public safety

Committee on Real Estate recommending:

Adoption:

7. *Order – easement for Eric J. and Carol A. LePage on south side of 439 Martine Street
8. *Order – Land transfer at Sykes Road, Lot Z-4-8
9. *Order – Land transfer at Currant Road, Lot Z-3-132

ORDINANCES – None

RESOLUTIONS

10. *Request that Administration provide information and potential funding to provide electrical cabinets to handle electrical needs at the Gates of the City

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

11. *Committee on Ordinances and Legislation discuss establishment of an ordinance to require ratification of constable applications by the City Council
12. *Committee on Ordinances and Legislation discuss establishment of an ordinance requiring all collective bargaining agreements include cost analysis

CITATIONS – None

ORDERS – HEARINGS – None

ORDERS – MISCELLANEOUS

13. Police Chief's report on licenses:

Taxicab Drivers:

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Steven Howance
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Michael Bravo
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Ashley Smith

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Laura Rodriguez
Frederick Zaverucka

COMMUNICATIONS – INVITATIONS – PETITIONS

14. *Claims
15. *Assistant Attorney General/Division of Open Government decision re: OML complaint from Patrick Higgins for June 25, 2018 meeting of City Council Committee on Public Works and Transportation
16. *Assistant Attorney General Division of Open Government decision re: OML complaint from Patrick Higgins for June 26, 2018 meeting of City Council Committee on Economic Development and Tourism
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19. *Committee on Finance – February 5, 2019
20. *Public Hearings – February 19, 2019

BULLETINS – NEWSLETTERS – NOTICES – None

OTHER POTENTIAL MATTERS

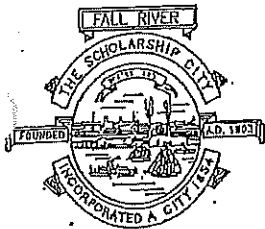
Mayor and order re: collective bargaining agreement for AFSCME Council 93 (tabled 2-19-19)

Committee on Ordinances and Legislation (pending recommendation):

Proposed Ordinance – Traffic, handicapped parking
Proposed Ordinance – Traffic, miscellaneous


City Clerk

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



JASIEL F. CORREIA II
Mayor

City of Fall River
Massachusetts
Office of the Mayor

FINANCE 3
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2019 FEB 13 P 1:17

CITY CLERK
FALL RIVER, MA

February 13, 2019

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

Dear Honorable Council Members:

Consistent with the requirements of MGL Chapter 150E, Section 7, I am forwarding the recently negotiated Memorandum of Agreement between AFSCMB Council 93 and the City of Fall River for your approval. It has been ratified by the membership. Enclosed please find the copy for your review.

This Agreement will become a part of the prior contract document and in combination they establish the contractual obligations affecting many Government Center, Water Department, Parks Department and civilian Police Department employees. The Administration is grateful to AFSCMB Council 93 for their cooperation in reaching consensus for the terms of this Agreement.

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

Best Regards,

Jasiel F. Correia II
Mayor

Handwritten: Jasiel 2-19-19

MEMORANDUM OF AGREEMENT
BETWEEN
THE CITY OF FALL RIVER
AND
FALL RIVER AFSCME COUCIL 93

FINANCE 3

This MEMORANDUM OF AGREEMENT is entered into by and between the City of Fall River (hereinafter "the City") and the Fall River AFSCME Council 93, ("Union");

WHEREAS, the City and the Union are parties to a collective bargaining agreement for the period July 1, 2017 through and including June 30, 2018; and,

WHEREAS, the City and the Union have, pursuant to Massachusetts General Laws, Chapter 150E negotiated a successor contract for the aforementioned agreement;

NOW, THEREFORE, in consideration of mutual covenants and promises, the Parties agree that the following changes will be made to the Parties' July 1, 2017 through and including June 30, 2018 agreement:

1. ARTICLE I-RECOGNITION

Modify the first paragraph in the article to read as follows:

The Employer does hereby recognize the Union as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, hours and other conditions of employment for all employees of the City of Fall River with the exception of the Department of Community Maintenance - Highway Maintenance, Scavenger, Incinerator, Waste Water Treatment Facility, Executive Officers of the City, uniformed Police and Firemen, Employees of the School Department, Nurses, Board and Commission members, Elected Officials, Appointed Officials, Environmental Police, Watchmen, *the Water Plant Supervisor*, and Custodians.

2. ARTICLE II-UNION DUES AND INITIATION FEES

a. Modify the title of this article to read as follows:

ARTICLE II

Union Dues

b. Add a second paragraph to read as follows:

The Employer agrees to deduct from the wages of any Employee who is a member of the Union a PEOPLE deduction as provided for in a written authorization. Such authorization must be executed by the Employee and may be revoked by the Employee at any time by giving written notice to both the Employer and Union. The Employer agrees to remit any deductions made pursuant to this provision promptly to the Union together with an itemized statement showing the name of each Employee from whose

pay such deductions have been made and the amount deducted during the period covered by the remittance.

3. ARTICLE III-DISCRIMINATION AND COERCION

- a. Delete second paragraph:

~~The parties to this agreement agree that they shall not discriminate against any person because of race, creed, color, sex, sexual orientation, age or disability and that such persons shall receive full protection of this agreement.~~

4. ARTICLE IV-GRIEVANCE AND PROCEDURE

- a. Step 1. Delete "informal discussion" and add the following language in order for the section to read as follows:

Step 1. ~~Informal Discussion-~~ The aggrieved employee shall take up the Grievance or dispute with his/her immediate supervisor ~~Division Head~~ within ~~three (3)~~ five (5) working days of the date of the grievance or knowledge of its occurrence or said grievance shall be deemed waived. The immediate supervisor ~~Division Head~~ shall attempt to adjust the matter and shall respond back to the employee within ~~three (3)~~ five (5) working days. *Nothing precludes the parties from meeting informally to resolve grievances at any time during this process.*

- b. Step 2. Add the following language in order for the section to read as follows:

Step 2. In the event the grievance is not resolved at Step 1, the aggrieved employee shall submit the grievance in writing to the ~~Division~~ Department Head within ~~three (3)~~ five (5) working days of the immediate supervisor's response or said grievance shall be deemed waived. The Division Head shall attempt to adjust the matter and shall respond to the employee within ~~three (3)~~ five (5) working days. Upon receipt of the Division Head's response, if the employee is not satisfied with the decision, she/he shall, within ~~three (3)~~ five (5) working days, proceed to Step 3.

- c. Step 3. Add the following language in order for the section to read as follows:

Step 3. The Union Steward Officers, with the aggrieved employee, shall take up the grievance of dispute in writing to the employee's ~~Department Head or Designee~~ Human Resources Department within ~~three (3)~~ five (5) working days of the date of the Division Department Head's Response or said grievance shall be deemed waived. The Department Head or Designee shall attempt to adjust the matter and shall respond to the Steward Officers within ~~three (3)~~ five (5) working days. Upon receipt of the Department Head's, reply to the grievance, the Union Steward Officers if not satisfied with the Department Head's decision, will within ~~four (4)~~ five (5) working days proceed to Step 4. Failure to do so will render the grievance moot.

- d. Step 4. Add the following language in order for the section to read as follows:

FINANCE 3

Step 4. If the grievance has not been settled it shall be presented in writing to the Corporation Counsel or his Designee within four (4) five (5) working days after the Department Head's response or said grievance shall be deemed waived. The Corporation Counsel shall respond to the representative in writing within five (5) working days.

Grievances involving disciplinary action shall be processed beginning at the fourth (4th) step

e. Step 5. Add the following language in order for section to read as follows:

Step 5. If the grievance is still unsettled, either party may within fifteen (15) thirty (30) days after the Corporation Counsel or his Designee has responded or failed to respond pursuant to Step 2 4 herein, by written notice to the other, request arbitration. The City and Union agree to joint utilization of the services of the *Massachusetts Department of Labor State Board of Conciliation, Mediation and Arbitration* as presented in paragraph 178K of Chapter 149, its' successor, or the *Labor Relations Connection American Arbitration Association* under its rules relating to grievance arising out of the contract excluding matters regarding wages and suspensions, demotions and discharges under Chapter 31. The decision shall be final and binding on the parties to the extent provided by the rules of the *Labor Relations Connection American Arbitration Association* and the arbitrator shall be requested to issue his decision within thirty (30) days after the conclusion of the testimony and argument. The expense for the arbitrator's services and the proceeding shall be borne equally by the employer and the Union. The implementation of any final decision shall be applied immediately after the decision is rendered. Grievances involving disciplinary action shall be processed beginning at the fourth (4th) step. If the case reaches arbitration, the arbitrator shall have the power to direct a resolution of the grievance up to and including restoration to the job with all compensation and privileges that would have been due to the employee.

5. ARTICLE V-SENIORITY and ARTICLE VI- HOURS OF WORK

Move Section 7: Layoff and Recall from Article VI to the end of Article V.

a. Article V shall read as follows:

1. The length of service of the employee shall determine the seniority of the employee.
2. The principle of seniority shall be a determining factor in promotions and transfers: where qualifications and ability are relatively equal. Seniority shall govern in assignments to shifts and choice of vacation period.
3. LAYOFF AND RECALL: In the event that there is a reduction in force, the principal of seniority within a departmental unit shall govern. Employees who are qualified to perform work in other departments may bump less senior employees. If a person has

previously held the position to which they seek to bump under this provision s/he shall be deemed qualified.

All employees laid off under this provision shall have reinstatement rights to the position he/she held in the departmental unit for a period of two (2) years. Employees laid-off pursuant to this provision shall be able to bid for posted positions in other City Departments or Divisions. The hiring decision will be made by the appropriate appointing authority and qualifications will be the determining factor in selecting a candidate.

b. Modify Article VI Section (7) to read as follows:

7. This section is reserved for future use and to preserve subsequent section numbers.

6. ARTICLE VI-HOURS OF WORK

a. A work schedule grouped by department shall be created as Appendix A attached to the integrated contract.

b. Section 3. Add subsection b to read as follows:

b. Unless authorized by Mayor's officer, all departments are open from 9:00 a.m. to 5:00 p.m., subject to summer hours clause in subsection a.

c. Section 11: Police Department Clerks/Employees:

i. In the Position list, replace "Police Department Dispatchers" with "Emergency Dispatcher/Telecommunications" to read as follows:

The work schedule for:

~~Police Department Telephone Operators;~~
~~Police Department Dispatchers~~ *Emergency Dispatcher/Telecommunications*
shall be 4 & 2 work schedule as established by the Police Department and presently worked.

ii. Add a third full paragraph to read as follows:

Police Department Signal Operators- Effective 7/1/2006 the administration shall have the right to order into work all new hired Signal Operators. Current employees are exempt from this language.

7. ARTICLE VII-OVERTIME

Modify paragraph 6 to read as follows:

Any employee called back to work after having completed his assigned work and left his place of employment and before his next regular scheduled starting time, shall be paid at the rate of time and one-half for all hours worked on recall. He will be guaranteed a minimum of four (4) hours pay at time and one-half. *The minimum four (4) hours pay at time and one-half shall not apply to employees scheduled for evening meetings. Coverage for such evening meetings shall be on an hour for hour basis. Prescheduled Overtime will not be considered a "callback" for purposes of the guaranteed four (4) hour minimum hours pay at time and one-half. Any employee working prescheduled overtime will be paid for the hours he/she has actually worked.*

8. ARTICLE VIII-CIVIL SERVICE

- a. Modify the title of this article to read as follows:

ARTICLE VIII

List of Grandfathered Civil Service Employees

- b. List grandfathered employees.

9. ARTICLE IX-SHIFT DIFFERENTIAL

Section 1. Eligibility: Modify the third paragraph in section one to read as follows:

Employees of the Library and Water Department with work schedules in compliance with the provisions of this Article IX shall be entitled effective December 1, 1984 to the benefits and terms defined in said Article IX. Facilities Maintenance employees with work schedules in compliance with the provisions of this Article IX shall be entitled effective upon ratification of this Agreement, to the benefits and terms defined in said Article IX.

10. ARTICLE X-UNION REPRESENTATION

- a. Modify the title of this article to read as follows:

ARTICLE X

Union Representative

- b. Modify the fifth paragraph to read as follows:

Requests to attend said conferences shall be given to the ~~Director of Municipal Services~~ *City Administrator* and shall be accompanied by the agenda and conference notice, including dates and locations.

- c. Modify the UNION PRESIDENT section to read as follows:

FINANCE 3

The Union President will be granted one day per eight (8) hours in a work week without loss of pay to conduct union business. Said hours shall be documented.

11. ARTICLE XI-MEAL PERIODS

Add a second paragraph to this section to read as follows:

Each full-time employee shall be entitled to two (2) paid fifteen (15) minute breaks during their shift. The two (2) paid fifteen (15) minute breaks shall not be combined together nor shall they be combined with an employee's lunch break or any other time off.

12. ARTICLE XIII-VACATIONS

a. Number the "Police Department" section to read as follows:

2. Police Department: All personnel who are members of the bargaining unit and who are currently working the 4 & 2 shift at the Police Department shall have their vacation picked the same as police:

b. Modify Section 3 to remove "Choosing" language and to read as follows:

3. All vacation requests are subject to the approval of the employee's Department Head.

c. Add section 4 to read as follows

4. New Hires: After sixty (60) days of continuous service new hires will receive one (1) vacation day per month not to exceed a total of ten (10) vacation days per year.

13. ARTICLE XIV-SICK LEAVE

a. Modify Section 2 Medical Certification to read as follows:

An employee who is out on sick leave, *whether it is documented or undocumented*, for three (3) *consecutive* working days may be required after the third day to submit a written medical certificate which supports the employee's absence.

b. Sick Leave Accrued

Paragraph three (3) Add: For Emergency Dispatcher/Telecommunications employees the vacation day shall be granted at any time within twenty-four (24) hour notice, these days shall only be denied if no employee accepts overtime and will result in a Dispatcher being ordered to work said shift. Sick incentive days shall only be granted on July 4th, thanksgiving, Christmas, New Year's Eve if more than seven (7) employees are scheduled.

c. Delete Section 4 Sick Leave Bank and rewrite to read as follows:

FINANCE 3

4. Sick Leave Bank:

Establishment

A Sick Leave bank shall be established for the purpose of making additional sick leave days available to employees who are not "Sick Leave Abusers" (defined as employees who have had written discipline for excessive absenteeism within the last 5 years), who have exhausted their entire "accrued time off" (with the exception of 5 vacation days) through a serious health condition which has been documented through a physician. Participation in the Sick Leave Bank shall be voluntary. Any employee who voluntarily participates in the Sick Leave Bank shall be eligible to apply for sick leave through the bank in accordance with the AFSCME LOCAL 3177 collective bargaining agreement.

Funding

The Sick Leave Bank will be Funded by both New and Existing Members of the Sick Leave Bank. New Members shall be required to donate 1 day upon joining the Sick Leave Bank. Existing Members will be required to Donate days as they are needed to maintain a level of no less than 120 days in the Sick Leave Bank with a maximum capacity of 350 days, these days will be AUTOMATICALLY withdrawn from the member's accrued time off when needed. Any member who fails or refuses to donate a day when it is required of them will automatically be removed from the sick bank and any time donated in the past will be forfeited to the bank. Members will be notified in writing of their dismissal from the sick bank. Any person who is a member of the sick bank may choose to donate up to 20 days upon separation of employment. If the situation arises that an employee will receive a wage reimbursement from an insurance claim or legal settlement the sick bank is entitled to be reimbursed first for any time that was awarded to them.

Granting of Days

Requirements to apply for the sick bank grant are as follows: A member must complete form SB#3 Time request application and submit it to any member of the sick bank committee. The member shall not apply for sick leave through the bank more than (30) days before they are off the payroll in order to give the committee adequate time to process their request. The member must have a serious/extended illness and must NOT be getting paid through workman's compensation.

Criteria for granting sick leave from the bank is as follows: The member must have exhausted all accrued time off (with exception of 5 vacation days) before being granted time from the bank. The member must attach to the application adequate medical evidence to support serious illness. Medical evidence may include but is not limited to the following: Letter from a physician including diagnosis, prognosis and the length of time the member is expected to be out of work, including Family Medical Leave act documentation (FMLA) and any other forms of documentation deemed acceptable by the sick bank committee. Meet all requirements of applying

for sick leave grant. The initial granting of sick leave by the committee to an eligible member can be up to/ but not exceed (30) days. Upon completion of the initial (30) days the committee upon demonstration of adequate medical evidence may extend the sick leave grant up to an additional (30) days. A member can only be granted a total of (60) days in a calendar year. For purposes of clarity, any member granted sick days that will carry over into a new calendar year shall be limited in the new calendar year to an amount not to exceed (60) days in the new calendar year and calculated from the date of the initial grant in the previous year. Example. A member receives an initial grant in November of (30) days the member receives an extended approval for and additional (30) days that will carry over into the next calendar year that equate to (9) days, that member cannot receive more than (51) days in the carry over year. In addition, the 51 days cannot follow consecutively with the initial grant period. That employee must exhaust all new accrued time off (with the exception of the 5 vacation days) and then reapply for sick leave to the bank. Any unused vacation time shall be used prior to the end of the calendar year. Under no circumstances shall any vacation days be carried over. All decisions made by the sick bank committee shall be FINAL with no option to file a grievance or be arbitrated. If a Holiday occurs when utilizing the sick bank, a sick bank day will be applied in lieu of Holiday pay.

Membership

Employees wishing to join the Sick Leave Bank must apply for membership on form SB#1. Open Enrollment for joining the sick bank will be once a year during the entire month of January (January 1st - 31st). Requirements for joining the sick bank are as follows: Applicant must be a member in good standing paying union dues covered by local 3177 Collective Bargaining agreement. Employed with the City of Fall River for a minimum of (1) consecutive year immediately prior to joining the bank. The applicant must have a total of ten (10) days accrued time off on the books and donate one (1) day to the bank on approval of their membership. The sick bank committee will verify with the employee's Department head/Supervisor that the accrued time off used for the purpose of joining the bank has been deducted from their total accrual for that calendar year. The applicant will be notified in writing on form SB#2 of their approval or denial of membership to the sick bank. All decisions made by the sick bank committee shall be FINAL with no option to file a grievance or be arbitrated.

Administration

The Sick Leave Bank shall be administered by a Sick Leave Bank Committee. The Sick Bank Committee shall consist of five (5) total members three (3) members from Local 3177 and two (2) members from City Administration. The three (3) Sick Bank Committee members from the union shall be appointed by the Current AFSCME Local 3177 President in accordance with the local 3177 constitution. The Sick Leave Bank Committee shall submit the most current copy of the membership list to Human Resources Department and the City Auditor's Office and forms shall be retained and time stamped by the sick bank member, local 3177, Human

FINANCE 3

resources, and the auditor's office. The City will allow reasonable time for the committee to maintain the bank

d. Modify Section 5 Family Sick Leave to read as follows:

5. Family Sick Leave:

- a. Sick leave shall be granted for attendance upon members of the family (mother, father, husband, wife, child, brother, sister, grandparent, grandchild) of the employee whose illness requires the care of such employee; provided, that not more than seven (7) working days with pay shall be granted to such employee for this purpose in any one (1) calendar year. Family sick under this provision shall be granted for stepparents and step-children if said step-parent or step-child resides in the same household as the employee who seeks to utilize this leave.
- b. Family sick days shall be considered undocumented days for purposes of monitoring Sick Leave Utilization as described in Section six (6) of this Article, unless employee provides documentation of a serious medical condition.

14. PERSONAL LEAVE

Section B

Emergency Dispatcher/Telecommunications only: The personal days shall be granted at anytime with twenty-four (24) hours notice. Personal days shall only be granted on July 4th, thanksgiving, Christmas, new Year's Eve if more than seven (7) employees are scheduled.

14. ARTICLE XVI-JURY PAY

Modify the section to read as follows:

The Employer agrees to make up the difference in an employee's wages between a normal week's wages and compensation received for jury duty, in accordance with Section 50-103 of the City of Fall River Ordinances. *However, in order to receive payment from the City for the first three (3) days of jury service, the employee must provide the Employer with documentation showing payment he or she received from the Commonwealth for jury duty.*

15. ARTICLE XVIII-HEALTH CARE AND BENEFITS

- a. Update to reflect any changes as necessary-

16. ARTICLE XIX-MATERIALS AND LICENSE FEES

- a. A list of Licensing Stipends shall be attached to the integrated contract as Appendix B

17. ARTICLE XX- BONDING

FINANCE 3

- a. Modify the title of this article to read as follows:

ARTICLE XX

Reserved

- b. Delete and replace the text of this article to read as follows:

This Article is reserved for future use and to preserve subsequent article numbering.

18. ARTICLE XXI-LABOR MANAGEMENT COMMITTEE

- a. Modify the title of this article to read as follows:

ARTICLE XXI

Reserved

- b. Delete and replace the text of this article to read as follows:

This Article is reserved for future use and to preserve subsequent article numbering.

19. ARTICLE XXII-JOB POSTING AND BIDDING

- a. Modify the language in paragraph 2 to read as follows:

A Non-Civil Service vacancy shall be posted on a bulletin board on each floor of the Government Center and in each City Department and a copy of each posting shall be sent to the President of Local 3177, listing the pay, duties, and qualifications. This notice of vacancy shall remain posted for seven (7) days five (5) days. Employees interested shall apply in writing within the seven (7) five (5) day period. Within five (5) days of the expiration of the posting period the employer will award the position. A copy of the posting shall be sent to the President of Local 3177.

- b. Change language in paragraph 3 to read as follows:

The successful applicant shall be given a thirty (30) ninety (90) day trial and training period in the new position at the applicable rate of pay. If, at the end of the trial and training period, it is determined by the Department head or the employee, that the employee is not qualified to perform the work, he/she shall be returned to his/her former position and rate. If there are no qualified candidates within the particular unit, or applications for the posted position are not received as per paragraph one of this article from within the particular unit, the position will be advertised outside of the bargaining unit. If the same position becomes available within thirty (30) days, no reposting will be required. An employee who laterally transfers to a new position cannot post for another vacancy for one (1) year.

20. ARTICLE XXIII-MISCELLANEOUS PROVISIONS

- a. Section D: modify to read as follows:

D. No temporary, provisional, or intermittent employee shall be disciplined or discharged except for ~~justifiable cause~~ *just cause*, after having successfully served a probation period of six (6) months.

- b. Section H: Delete current paragraph and replace with the following:

Drug and Alcohol Policy is produced in full as Appendix A.

- c. Section J: Delete section. This section is now in Article VI Hours of Work

- d. New Section J: The language from MISCELLANEOUS PROVISION of Article XXXIV Wages is moved to Section J to read as follows:

J. Water Division: The Department will make reasonable efforts to utilize Water Division staff for water system repairs before utilizing private contractors. However, the Department reserves the right to utilize private contractors if it deems necessary.

- e. Move language on page eighteen (18) in this article to Article XVIII Health Care Plan Benefits-

21. ARTICLE XXIII- HEALTH BENEFITS

- a. Modify the title of this article to read as follows:

ARTICLE XXIII

Reserved

- b. Delete and replace the text of this article to read as follows:

This Article is reserved for future use and to preserve subsequent article numbering.

22. ARTICLE XXV- TEMPORARY SERVICE IN A LOWER OR HIGHER POSITION

- a. Modify Section 2 to read as follows:

SECTION 2 - An employee who is performing, pursuant to assignment, temporary service in a position classified in a grade higher than the grade of the position in which s/he performs regular and non-temporary service shall, ~~after performing such assignment for (5) five consecutive days of actual service in such higher position, be~~

compensated for such service at the rate to which s/he would have been entitled had s/he been promoted to such higher position. Compensation will include the initial five (5) days be compensated at the higher position's rate of pay for all hours worked at the higher position, starting on the first day of performing the service at the higher position.

When an employee works in a higher position for a minimum of one (1) year, said time will be counted as time served at said pay grade/step, if the employee is permanently upgraded to the higher position.

- b. Modify Section 5 to read as follows:

SECTION 5 - This section is reserved for future use and to preserve subsequent section numbering

23. ARTICLE XXVIII

Remove "In addition, the present cleaner at the Public Library shall be entitled to receive such clothing allowances.

24. ARTICLE XXIX- EDUCATIONAL BENEFIT

- a. Delete section 2.

~~Each EMT shall be entitled to a \$350.00 annual education stipend. The effective increase will be July 1, 2006.~~

25. ARTICLE XXX-Term of Agreement

- a. Modify Section 1 to read as follows:

The effective date of this agreement is ~~July 1, 2014 to June 30, 2017 and July 1, 2017 to June 30, 2018~~ *July 1, 2018 to June 30, 2021*. The signing of this agreement by the authorized representatives of the Union and the Employer shall be authorized to implement all of the provisions of this agreement.

26. ARTICLE XXXII-PERSONNEL FILES

- Modify Section c. to read as follows:

After an employee has completed two consecutive years of service incident free, he/she shall not be disciplined for the same offense giving rise to the discipline, unless the discipline issued involved a suspension of three days or more. Any prior discipline contained in an employee's file may be used for the purpose of establishing that the employee had notice that the conduct in question was improper and could result in further discipline.

27. ARTICLE XXXIV WAGES

a. COLA Adjustment

- i. Effective July 1, 2018 2%
- ii. July 1, 2019 1.5%
- iii. July 1, 2020 1.5%

b. There shall be no fiscal year 2019 COLA adjustment to any upgraded position.

c. Section 5 License/Certification Incentive Program:

- i. Update descriptions
- ii. Increase MA Drinking Water Operator Grade 3T stipend to \$1000.
- iii. Increase MA Drinking Water Operator Grade 4T stipend to \$1500.
- iv. Add paragraph at end of section to read as follows:

In exchange for increases in in pay for the licenses in this article, the parties agree that licenses included in an employee's job description are a condition of employment. If an employee loses a mandated license due to a change in federal or state standards for said license, the parties agree to bargain over said change.

d. MISCELLANEOUS PROVISION:

This section has been moved to Article XXIII Miscellaneous

e. Section 8 Building Division: This section has been moved to Article VI Hours of Work.

f. Section 7 Police and Fire Mechanics: Modify paragraph to read as follows:

Police and Fire Mechanics shall receive ~~\$50~~ \$100 certification pay for each certificate obtained. Amount shall not exceed ~~\$500~~ \$1000.

g. Section 11 Water Maintenance:

- i. Renumber section to 9.
- ii. Update water maintenance job titles to reflect current usage.

h. Section 12 APCO Training: Renumber section to 10.

28. ARTICLE XXXV-Change of classification

- a. Modify the title of this article to read as follows:

ARTICLE XXXV

Reserved

- b. Delete and replace the text of this article to read as follows:

This Article is reserved for future use and to preserve subsequent article numbering.

29. ARTICLE XXXVII- CITY HALL CLERKS-FLOATERS

Delete article.

30. NEW ARTICLE - FACILITIES MAINTENANCE-

- a. Eliminate phone stipend - distribute phones to be used in work only for City business
- b. Eliminate vehicle stipend
- c. No day off if government center closes
- d. Create Working Foreman position

31. CREATE FULL TIME POSITION:

- a. Watchman Attendant/Junior Operator. This shall be a union position.
- b. The existing position of Attendant Watchman Water Filtration shall remain in place.

32. CREATE PART TIME POSITION:

Part time Water Operator. This shall be a union position.

33. CITY WILL BE PROPOSING TO REMOVE THE PERSON IN THE FOLLOWING WATER MAINTENANCE POSITIONS AND GIVE HIM/HER THE TITLE OF PROJECT SPECIALIST AND MANAGER OF WATER QUALITY OUT OF THE UNION:

- a. Head Administrative Clerk - Distribution Division
- b. The title of Head Administrative Clerk will not be abolished.
- c. Water Treatment Supervisor - Grade IV - Treatment Division.
- d. The title of Water Treatment Supervisor - Grade IV will not be abolished

34. CITY WILL BE IMPLEMENTING CITY-WIDE IDENTIFICATION BADGE PROGRAM

35. WAGE GRID CHANGES

- a. For all wage classification/grade changes - There shall be no fiscal year 2019 COLA adjustment to any upgraded position.

A new Wage Grid shall be attached to the integrated contract as Appendix C

- b. Grade 11B - Motor Equipment Operator Laborer II: Parks and Cemetery
 - i. Step 1: \$1,217.00; Step 2: \$1,357.00; Step 3: \$1,497.00.
- c. Grade 13B - Working Foreman: Parks and Cemetery
 - i. Step 1: \$1,347.00; Step 2: \$1,447.00; Step 3: \$1,547.00.
- d. Grade 19A - Traffic Maintenance Worker
 - i. Step 1: \$1,417.00; Step 2: \$1,517.00; Step 3: \$1,617.00.
- e. Grade 19B - Maintenance Craftsman: Parks
 - i. Step 1: \$1,417.00; Step 2: \$1,517.00; Step 3: \$1,617.00.
- f. Grade 22B - Foreman: Parks and Cemetery
 - i. Step 1: 1,534.00; Step 2: \$1,631.00; Step 3: \$1,732.00.
- g. Forester
 - i. Step 1: \$1,454.00; Step 2: \$1,554.00; Step 3: \$1,654.00.
- h. Grade 25T Supervisor of Tree Operations.
 - i. Increase to forty (40) hours
 - ii. Step 1: \$1,710.40; Step 2: \$1,810.40; Step 3: \$1,910.40 (40 hours/week)
- i. Dispatchers
 - i. Step 1: \$1,495; Step 2: \$1,595; Step 3: \$1,695.
- j. Hourly wage will be increase to \$25.47 for the following positions:
 - i. ELEC - Electrician Buildings Maintenance
 - ii. HVAC - Heating & Air Cond./Maint.
 - iii. PTPL - Plumber

iv. Carpenter Facilities

FINANCE 3

k. Water Treatment Operator IV

- i. New max Bi-weekly rate \$2,023.18 (\$25.29) per hour

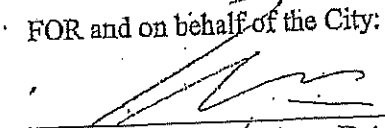
This Agreement is subject to ratification by the City of Fall River and by the Fall River AFSCME Council 93, and to appropriation. This Agreement shall not be implemented unless the parties have ratified and fully executed the Agreement.

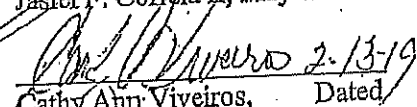
This Agreement has been duly executed by authorized representatives of the City of Fall River and by the Fall River AFSCME Council 93.

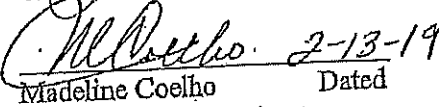
IN WITNESS WHEREOF, the Union and the City, by their authorized representatives, have set their hands to this Memorandum of Agreement on this ____ day of February, 2019.

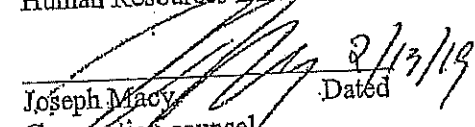
FINANCE 3

FOR and on behalf of the City:

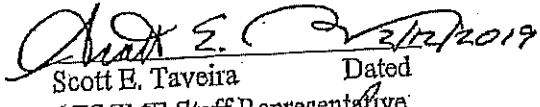

Jasiel F. Correia II, Mayor Dated

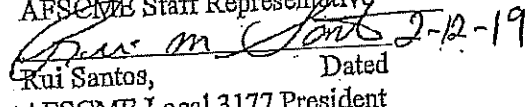

Cathy Ann Viveiros, Dated
City Administrator

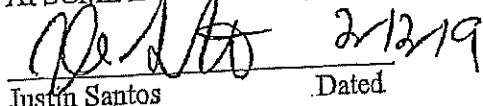

Madeline Coelho Dated
Human Resources Director

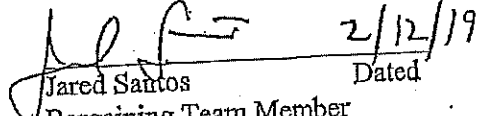

Joseph Macy, Dated
Corporation counsel

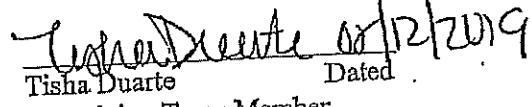
FOR and on behalf of Union:

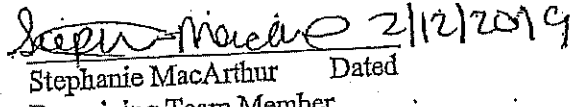

Scott E. Taveira Dated
AFSCME Staff Representative

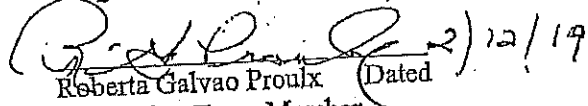

Rui Santos, Dated
AFSCME Local 3177 President

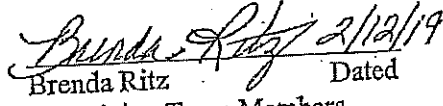

Justin Santos Dated
Bargaining Team Member


Jared Santos Dated
Bargaining Team Member


Tisha Duarte Dated
Bargaining Team Member


Stephanie MacArthur Dated
Bargaining Team Member


Roberta Galvao Proulx Dated
Bargaining Team Member


Brenda Ritz Dated
Bargaining Team Members

STIPENDS PAID FOR ACQUIRING/MAINTAINING

FINANCE 3

WATER DEPARTMENT

<u>License</u>	<u>Annual</u>
CDL A	\$1,000.00
CDL B	\$500.00
Hoisting License (Backhoe)	\$1,000.00
Snow Incentive (Plowing)	\$1,500.00
MA Backflow Tester	\$500.00
MA Cross Connection Surveyor	\$500.00
MA D-1 License	\$100.00
MA D2 License	\$200.00
MA D-3 License	\$500.00
MA D-4 License	\$1,000.00
MA T-3 License	\$1,000.00
MA T-4 License	\$1,500.00

Cemetery and Tree Division

CDL - A License	\$1,000.00
CDL - B License	\$ 500.00
Hoisting License (Backhoe)	\$1,000.00
	\$200.00

Tree Stipend

Parks Department Clerk
 Cemetery Department Clerk
 Parks Department Laborers
 Cemetery Department Laborers

Police Department - Emergency Dispatchers/Telecommunications

APCO Meds certification.	\$800.00
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Police and Fire Mechanics

Certification pay for each certificate obtained	\$100.00 (not to exceed \$1,000.00)
Accessory Vehicle Stipend	\$1,500.00
Tool stipend	\$750.00 (one time stipend 2018)

FINANCE 3

CLOTHING ALLOWANCE

\$600.00

Police Mechanics and Electricians
Fire Mechanics
Minimum Housing Inspectors
Code Enforcement Inspectors
Parking Control Officers
Traffic Maintenance Employees
Jr. Civil Engineer
Facilities/Maintenance – Maintenance Staff
Water Distribution Maintenance Division
Water Treatment Staff
Water Service Inspectors
Parks Department Staff
Cemetery Department Staff

Work Schedule by Department

GOVERNMENT CENTER – Regular hours of operation are Monday thru Friday 9:00am to 5:00pm. Hours of operation due vary by department.

CEMETERY DEPARTMENT

- Cemetery department office hours – 7:00am to 3:00pm (2:00pm summer) (1 hour unpaid lunch)
- Laborers Staff 7:00am to 3:00pm (20 minutes paid lunch)

TREE DEPARTMENT

- Supervisor tree Operations – 7:00am to 3:00pm (20 minutes paid lunch)
- Assistant Forester 7:00am to 3:00pm (20 minutes paid lunch)

FACILITIES MAINTENANCE

- Clerical Staff – 9:00am to 5:00pm (1 hour unpaid lunch)
- Facilities/Grounds Keepers – 7:00am to 3:00pm (20 minutes paid lunch)
- Maintenance Staff – 7:00am to 3:00pm (20 minutes paid lunch)

CODE ENFORCEMENT – INSPECTIONAL SERVICES HOURS OF OPERATION

- Code Enforcement Clerical and Inspectional Services Staff 8:00am to 5:00pm (1 hour unpaid lunch)
- Minimum Housing, Food and Milk and Environmental/Sanitation 9:00am to 5:00pm (1 hour unpaid lunch)

FIRE AND EMS CLERKS

- Clerical Staff 8:00am to 4:00pm (1/2 hour paid lunch)
- Part time Clerk 8am to Noon

FIRE DEPARTMENT MECHANICS 7:00am 3:00pm (1/2 hour paid lunch)

PARKS DEPARTMENT

- Park department office hours – 8:00am to 4:00pm (3:00pm-Summer) (1 hour unpaid lunch)
- Laborers Staff – 7:00am to 3:00pm (20 minutes paid lunch)

FINANCE 3

POLICE DEPARTMENT

- Clerical Staff 8:00am to 4:00pm (1 hour unpaid lunch)
- Emergency Dispatchers/
Telecommunications
7:00am to 3:00pm
3:00pm to 11:00pm
11:00pm to 7:00am
(1 hour paid of combined lunch and break)

POLICE DEPARTMENT MECHANICS AND ELECTRICIANS

- (1/2 hour paid lunch)
- 7:30am to 3:30pm

TRAFFIC DIVISION

- Clerical Staff 9:00am to 5:00pm (1 hour unpaid lunch)
- Parking Control Officers 8:00am to 4:00pm -- 9:00am to 5:00pm and Tuesday through Saturday
8:00am to 4:00pm (1/2 hour paid lunch)
- Maintenance Crew 7:00am to 3:00pm (1/2 hour lunch)

WATER DIVISION/ADMINISTRATION

- Clerical Staff 8:00am to 4:00pm and 9:00am to 5:00pm (1 hour unpaid lunch)
- Water Inspectional Services 7:00am to 3:00pm (1/2 hour paid lunch)

DISTRIBUTION MAINTENANCE DIVISION

- (1/2 paid lunch)
- Water Maintenance Staff 7:00am to 3:00pm
 - Clerical Staff 7:00am to 3:00pm (1 hour unpaid lunch)

WATER TREATMENT FACILITY

- (1/2 paid lunch)
- Water Treatment Staff 8:00am to 4:00pm

WATER TREATMENT DIVISION OPERATOR'S SHIFT

- (1/2 paid lunch)
- Sunday thru Wednesday; Thursday/Friday off 8:00am to 4:00pm
 - Friday thru Tuesday; Wednesday/Thursday off 4:00pm to 12midnight
 - Wednesday thru Sunday; Monday/Tuesday off 12midnight to 8:00am
 - Swing Shift Monday-Tuesday 12 midnight to 8:00am; Wednesday-Thursday 4:00pm to midnight; Friday 8:00am to 4:00pm; Saturday/Sunday off.

WATER TREATMENT DIVISION WATCHMAN/ATTENDANT SHIFT

- (1/2 hour paid lunch)
- Sunday thru Wednesday; Thursday/Friday off 7:00am to 3:00pm
 - Friday thru Tuesday; Wednesday/Thursday off 3:00pm to 11:00 pm

FINANCE 3

- Wednesday thru Sunday; Monday/Tuesday off 11:00 pm to 7:00am
- Swing Shift Monday-Tuesday 11:00 pm to 7:00am; Wednesday-Thursday 3:00pm to 11:00 pm; Friday 7:00am to 3:00pm; Saturday/Sunday off.

LIBRARY

Library schedule is based on 11 different schedules

½ hour unpaid lunch

9:00am	3:45am	Monday
1:00am	9:00pm	Tuesday
9:00am	3:45pm	Wednesday
1:00am	9:00pm	Thursday
9:00am	5:00pm	Friday alternating with Saturday
9:00am	5:00pm	Saturday
11:00am	6:30pm	Monday
11:00am	6:30pm	Tuesday
11:00am	6:30pm	Wednesday
11:00am	6:30pm	Thursday
9:30am	5:00pm	Friday alternating with Saturday
9:30am	5:00pm	Saturday
9:00am	4:30pm	Monday
9:00am	4:30pm	Tuesday
9:00am	4:30pm	Wednesday
9:00am	4:30pm	Thursday
9:00am	4:30pm	Friday alternating with Saturday
9:00am	4:30pm	Saturday
9:30am	5:00pm	Monday
9:30am	5:00pm	Tuesday
11:30am	7:00pm	Wednesday
9:30am	5:30pm	Thursday
9:00am	4:30pm	Friday alternating with Saturday
9:00am	4:30pm	Saturday
9:00am	4:30pm	Monday
9:00am	4:30pm	Tuesday
11:00am	6:30pm	Wednesday
9:00am	4:30pm	Thursday
9:00am	4:30pm	Friday alternating with Saturday
9:00am	4:30pm	Saturday
1:30pm	9:00pm	Monday

FINANCE 3

9:00am 4:30pm Tuesday
 1:30pm 9:00pm Wednesday
 9:00am 4:30pm Thursday
 9:00am 4:30pm Friday alternating with Saturday
 9:00am 4:30pm Saturday

1:30pm 9:00pm Monday
 1:30pm 9:00pm Tuesday
 9:00am 4:30pm Wednesday
 9:00am 4:30pm Thursday
 9:30am 5:00pm Friday alternating with Saturday
 9:30am 5:00pm Saturday

9:00am 4:30pm Monday
 1:30pm 9:00pm Tuesday
 9:00am 4:30pm Wednesday
 1:30pm 9:00pm Thursday
 9:00am 4:30pm Friday alternating with Saturday
 9:00am 4:30pm Saturday

9:00am 4:30pm Monday
 9:00am 4:30pm Tuesday
 9:00am 4:30pm Wednesday
 1:30pm 9:00pm Thursday
 9:00am 4:30pm Friday

1:00pm 9:00pm Monday
 9:00am 3:45pm Tuesday
 1:00pm 9:00pm Wednesday
 9:00am 3:45pm Thursday
 9:00am 5:00pm Friday alternating with Saturday

1-hour unpaid lunch

9:00am 5:00pm Monday
 9:00am 5:00pm Tuesday
 9:00am 5:00pm Wednesday
 9:00am 5:00pm Thursday
 9:00am 5:00pm Friday alternating with Saturday
 9:00am 5:00pm Saturday

AFSCME

BI-WEEKLY SALARIES

Term of Collective Bargain Agreement July 1, 2018 to July 1, 2020

7A-Senior Clerk

	Min. <u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	Max. <u>Step 5</u>
7/1/2018	1,016.83	1,079.17	1,141.49	1,204.10	1,266.69
7/1/2019	1,032.08	1,095.36	1,158.61	1,222.16	1,285.69
7/1/2020	1,047.56	1,111.79	1,175.99	1,240.49	1,304.98

8A-Senior Account Clerk

	Min. <u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	Max. <u>Step 5</u>
7/1/2018	1,053.32	1,130.04	1,203.92	1,283.47	1,363.01
7/1/2019	1,069.12	1,146.99	1,221.98	1,302.72	1,383.46
7/1/2020	1,085.16	1,164.20	1,240.31	1,322.26	1,404.21

8A - Mail Clerk

	Min. <u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	Max. <u>Step 5</u>
7/1/2018	1,053.32	1,130.04	1,203.92	1,283.47	1,363.01
7/1/2019	1,069.12	1,146.99	1,221.98	1,302.72	1,383.46
7/1/2020	1,085.16	1,164.20	1,240.31	1,322.26	1,404.21

8A - Library Assistant II

	Min. <u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	Max. <u>Step 5</u>
7/1/2018	1,053.32	1,130.04	1,203.92	1,283.47	1,363.01
7/1/2019	1,069.12	1,146.99	1,221.98	1,302.72	1,383.46
7/1/2020	1,085.16	1,164.20	1,240.31	1,322.26	1,404.21

8A - Asst. Community Resource Coordinator/Coordinator II Council on Aging

	Min. <u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	Max. <u>Step 5</u>
7/1/2018	1,053.32	1,130.04	1,203.92	1,283.47	1,363.01
7/1/2019	1,069.12	1,146.99	1,221.98	1,302.72	1,383.46
7/1/2020	1,085.16	1,164.20	1,240.31	1,322.26	1,404.21

8A - Cashier

	Min. <u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	Max. <u>Step 5</u>
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7/1/2018	1,053.32	1,130.04	1,203.92	1,283.47	1,363.01
7/1/2019	1,069.12	1,146.99	1,221.98	1,302.72	1,383.46
7/1/2020	1,085.16	1,164.20	1,240.31	1,322.26	1,404.21

8A - Senior Center Coordinator

	Min. <u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	Max. <u>Step 5</u>
7/1/2018	1,053.32	1,130.04	1,203.92	1,283.46	1,363.01
7/1/2019	1,069.12	1,146.99	1,221.98	1,302.71	1,383.46
7/1/2020	1,085.16	1,164.20	1,240.31	1,322.25	1,404.21

9A - Library Assistant I

	Min. <u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	Max. <u>Step 6</u>
7/1/2018	1,028.75	1,131.86	1,209.54	1,287.17	1,364.70	1,442.23
7/1/2019	1,044.18	1,148.84	1,227.68	1,306.48	1,385.17	1,463.86
7/1/2020	1,059.84	1,166.07	1,246.10	1,326.07	1,405.95	1,485.82

9A-Head Clerk

	Min. <u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	Max. <u>Step 6</u>
7/1/2018	1,028.75	1,131.86	1,209.54	1,287.17	1,364.70	1,442.23
7/1/2019	1,044.18	1,148.84	1,227.68	1,306.48	1,385.17	1,463.86
7/1/2020	1,059.84	1,166.07	1,246.10	1,326.07	1,405.95	1,485.82

9A - Telephone Operator

	Min. <u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	Max. <u>Step 6</u>
7/1/2018	1,028.75	1,131.86	1,209.54	1,287.17	1,364.70	1,442.23
7/1/2019	1,044.18	1,148.84	1,227.68	1,306.48	1,385.17	1,463.86
7/1/2020	1,059.84	1,166.07	1,246.10	1,326.07	1,405.95	1,485.82

HDAD-Head Admin. Clk. (Law Depf.)

	Min. <u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	Max. <u>Step 7</u>
7/1/2018	1,028.75	1,131.86	1,209.54	1,287.17	1,364.70	1,442.23	1,489.01
7/1/2019	1,044.18	1,148.84	1,227.68	1,306.48	1,385.17	1,463.86	1,511.35
7/1/2020	1,059.84	1,166.07	1,246.10	1,326.07	1,405.95	1,485.82	1,534.02

10BM - Motor Equipment Operator - Veterans Office

	Min. <u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	Max. <u>Step 5</u>
7/1/2018	1,061.50	1,089.25	1,116.99	1,139.18	1,166.94
7/1/2019	1,077.42	1,105.59	1,133.74	1,156.27	1,184.44
7/1/2020	1,093.58	1,122.17	1,150.75	1,173.61	1,202.21

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11A-Head Administrative Clerk/Administrative Clerk

	Min. <u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	Max. <u>Step 5</u>
7/1/2018	1,441.13	1,467.41	1,493.66	1,519.99	1,546.31
7/1/2019	1,462.75	1,489.42	1,516.06	1,542.79	1,569.50
7/1/2020	1,484.69	1,511.76	1,538.81	1,565.93	1,593.05

11A6 Senior Accountant

	Min. <u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	Max. <u>Step 5</u>	<u>Step 6</u>
7/1/2018	1,441.13	1,467.41	1,493.66	1,519.99	1,546.31	1,594.16
7/1/2019	1,462.75	1,489.42	1,516.06	1,542.79	1,569.50	1,618.07
7/1/2020	1,484.69	1,511.76	1,538.81	1,565.93	1,593.05	1,642.34

11AL- Administrative Clerk/Secretary to Dept Head/Library

	Min. <u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	Max. <u>Step 5</u>	<u>Step 6</u>
7/1/2018	1,476.15	1,503.30	1,530.06	1,557.00	1,692.22	1,739.00
7/1/2019	1,498.29	1,525.85	1,553.01	1,580.36	1,717.60	1,765.09
7/1/2020	1,520.77	1,548.74	1,576.31	1,604.06	1,743.37	1,791.56

11AL- Section Head Library

	Min. <u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	Max. <u>Step 5</u>	<u>Step 6</u>
7/1/2018	1,476.15	1,503.30	1,530.06	1,557.00	1,692.21	1,739.00
7/1/2019	1,498.29	1,525.85	1,553.01	1,580.36	1,717.59	1,765.09
7/1/2020	1,520.77	1,548.74	1,576.31	1,604.06	1,743.36	1,791.56

11B - MEO Laborer II Parks

	Min. <u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>
7/1/2018	1,217.00	1,357.00	1,497.00
7/1/2019	1,235.26	1,377.36	1,519.46
7/1/2020	1,253.78	1,398.02	1,542.25

11B - MEO Laborers II Cemetery

	Min. <u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>
7/1/2018	1,217.00	1,357.00	1,497.00
7/1/2019	1,235.26	1,377.36	1,519.46
7/1/2020	1,253.78	1,398.02	1,542.25

11B - Groundskeeper MEO/II Facilities

FINANCE ³

	Min. <u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u> Max.
7/1/2018	1,089.25	1,116.99	1,139.18	1,166.93	1,194.70	1,241.49
7/1/2019	1,105.59	1,133.74	1,156.27	1,184.43	1,212.62	1,260.11
7/1/2020	1,122.17	1,150.75	1,173.61	1,202.20	1,230.81	1,279.01

11B - MEO - Council on Aging

	Min. <u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u> Max.
7/1/2018	1,089.25	1,116.99	1,139.18	1,166.93	1,194.70	1,241.49
7/1/2019	1,105.59	1,133.74	1,156.27	1,184.43	1,212.62	1,260.11
7/1/2020	1,122.17	1,150.75	1,173.61	1,202.20	1,230.81	1,279.01

11E - Water Filtration Attendent Watchman

	Min. <u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u> Max.
7/1/2018	1,380.25	1,406.50	1,432.85	1,459.09	1,485.05
7/1/2019	1,400.95	1,427.60	1,454.34	1,480.98	1,507.33
7/1/2020	1,421.97	1,449.01	1,476.16	1,503.19	1,529.94

13B - Working Foreman/Chief Laborer Parks

	Min. <u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>
7/1/2018	1,347.00	1,447.00	1,547.00
7/1/2019	1,367.21	1,468.71	1,570.21
7/1/2020	1,387.71	1,490.74	1,593.76

13B - Working Foreman/Chief Laborer Cemetery

	Min. <u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>
7/1/2018	1,347.00	1,447.00	1,547.00
7/1/2019	1,367.21	1,468.71	1,570.21
7/1/2020	1,387.71	1,490.74	1,593.76

16B - Water Maintenance Worker II

	Min. <u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u> Max.
7/1/2018	1,222.44	1,255.71	1,283.46	1,315.42	1,333.30
7/1/2019	1,240.78	1,274.55	1,302.71	1,335.15	1,353.30
7/1/2020	1,259.39	1,293.66	1,322.25	1,355.18	1,373.60

18C - Water Service Inspector

	Min. <u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u> Max.
7/1/2018	1,255.17	1,281.19	1,307.26	1,333.36	1,359.39

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7/1/2019	1,274.00	1,300.41	1,326.87	1,353.36	1,379.78
7/1/2020	1,293.11	1,319.91	1,346.77	1,373.66	1,400.48

19A-Traffic Maintenance Worker

	Min. <u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>
7/1/2018	1,417.00	1,517.00	1,617.00
7/1/2019	1,438.26	1,539.76	1,641.26
7/1/2020	1,459.83	1,562.85	1,665.87

19B - Water Maintenance Worker I

	Min. <u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	Max. <u>Step 5</u>
7/1/2018	1,322.28	1,361.07	1,388.78	1,411.02	1,438.72
7/1/2019	1,342.11	1,381.49	1,409.61	1,432.19	1,460.30
7/1/2020	1,362.25	1,402.21	1,430.76	1,453.67	1,482.21

19B - Maintenance Craftsman - Parks

	Min. <u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>
7/1/2018	1,417.00	1,517.00	1,617.00
7/1/2019	1,438.26	1,539.76	1,641.26
7/1/2020	1,459.83	1,562.85	1,665.87

19C - Minimum Housing Inspector

	Min. <u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	Max. <u>Step 5</u>
7/1/2018	1,368.18	1,377.06	1,385.83	1,394.67	1,403.53
7/1/2019	1,388.70	1,397.72	1,406.62	1,415.59	1,424.58
7/1/2020	1,409.53	1,418.68	1,427.72	1,436.82	1,445.95

20B-Water Maintenance Worker I CDL or Backhoe

	Min. <u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	Max. <u>Step 5</u>
7/1/2018	1,361.07	1,399.88	1,427.69	1,449.86	1,477.54
7/1/2019	1,381.49	1,420.88	1,449.11	1,471.61	1,499.70
7/1/2020	1,402.21	1,442.19	1,470.84	1,493.68	1,522.20

21B - Water Maintenance Worker I Advanced Backhoe D1

	Min. <u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	Max. <u>Step 5</u>
7/1/2018	1,399.94	1,438.72	1,466.50	1,488.67	1,516.44
7/1/2019	1,420.94	1,460.30	1,488.50	1,511.00	1,539.19
7/1/2020	1,442.25	1,482.21	1,510.82	1,533.67	1,562.27

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22B - Water Maintenance Worker I Advanced Backhoe D2

	Min.				Max.
	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
7/1/2018	1,438.72	1,483.01	1,510.87	1,533.07	1,560.79
7/1/2019	1,460.30	1,505.26	1,533.53	1,556.07	1,584.20
7/1/2020	1,482.21	1,527.83	1,556.54	1,579.41	1,607.96

22B - Water Maintenance Worker I CDL/Backhoe

	Min.				Max.
	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
7/1/2018	1,438.72	1,483.01	1,510.87	1,533.07	1,560.79
7/1/2019	1,460.30	1,505.26	1,533.53	1,556.07	1,584.20
7/1/2020	1,482.21	1,527.83	1,556.54	1,579.41	1,607.96

22B - Parks Foreman

	Min.		
	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>
7/1/2018	1,534.00	1,631.00	1,732.00
7/1/2019	1,557.01	1,655.47	1,757.98
7/1/2020	1,580.37	1,680.30	1,784.35

22B - Cemetery Foreman

	Min.		
	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>
7/1/2018	1,534.00	1,631.00	1,732.00
7/1/2019	1,557.01	1,655.47	1,757.98
7/1/2020	1,580.37	1,680.30	1,784.35

23B - Water Maintenance Worker I Advanced Backhoe D3

	Min.				Max.
	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
7/1/2018	1,483.02	1,527.54	1,555.26	1,580.40	1,584.02
7/1/2019	1,505.27	1,550.45	1,578.59	1,604.11	1,607.78
7/1/2020	1,527.64	1,573.71	1,602.27	1,628.17	1,631.90

23C - Senior Health Inspectors - Food Sanitation & Minimum Housing

	Min.				Max.
	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
7/1/2018	1,470.46	1,493.20	1,515.92	1,538.68	1,561.29
7/1/2019	1,492.52	1,515.60	1,538.66	1,561.76	1,584.71
7/1/2020	1,514.90	1,538.33	1,561.74	1,585.19	1,608.48

24B - Fire Apparatus Repairman

	Min.				Max.
	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>

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7/1/2018	1,527.54	1,571.94	1,599.59	1,627.38	1,649.52
7/1/2019	1,550.45	1,595.52	1,623.58	1,651.79	1,674.26
7/1/2020	1,573.71	1,619.45	1,647.94	1,676.57	1,699.38

25B-Water Maintenance Supervisor

	Min. <u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	Max. <u>Step 5</u>
7/1/2018	1,571.97	1,627.36	1,649.52	1,677.28	1,704.95
7/1/2019	1,595.55	1,651.77	1,674.26	1,702.44	1,730.52
7/1/2020	1,619.48	1,676.55	1,699.38	1,727.98	1,756.48

25T - Supervisor of Tree Operation

	Min. <u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>
7/1/2018	1,710.40	1,810.40	1,910.40
7/1/2019	1,736.06	1,837.56	1,939.06
7/1/2020	1,762.10	1,865.12	1,968.14

26B - Senior Engineering Aide Water

	Min. <u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	Max. <u>Step 5</u>
7/1/2018	1,627.38	1,677.28	1,704.97	1,732.35	1,754.91
7/1/2019	1,651.79	1,702.44	1,730.54	1,758.34	1,781.23
7/1/2020	1,676.57	1,727.98	1,756.50	1,784.71	1,807.95

26B - Chief Water Inspector

	Min. <u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	Max. <u>Step 5</u>
7/1/2018	1,627.38	1,677.28	1,704.97	1,732.35	1,754.91
7/1/2019	1,651.79	1,702.44	1,730.54	1,758.34	1,781.23
7/1/2020	1,676.57	1,727.98	1,756.50	1,784.71	1,807.95

27B - Working Foreman Fire Apparatus Repair

	Min. <u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	Max. <u>Step 5</u>
7/1/2018	1,677.28	1,738.26	1,760.44	1,788.20	1,815.98
7/1/2019	1,702.44	1,764.33	1,786.85	1,815.02	1,843.22
7/1/2020	1,727.98	1,790.80	1,813.65	1,842.25	1,870.87

27B-Working Foreman Repair Person - Police

	Min. <u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	Max. <u>Step 5</u>
7/1/2018	1,677.28	1,738.26	1,760.44	1,788.20	1,815.98
7/1/2019	1,702.44	1,764.33	1,786.85	1,815.02	1,843.22
7/1/2020	1,727.98	1,790.80	1,813.65	1,842.25	1,870.87

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27B - Auto Service Worker I - Water

	Min.				Max.
	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
7/1/2018	1,677.28	1,738.26	1,760.44	1,788.20	1,815.98
7/1/2019	1,702.44	1,764.33	1,786.85	1,815.02	1,843.22
7/1/2020	1,727.98	1,790.80	1,813.65	1,842.25	1,870.87

27B - Water Maintenance Supervisor D-1

	Min.				Max.
	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
7/1/2018	1,677.28	1,738.26	1,760.44	1,788.20	1,815.98
7/1/2019	1,702.44	1,764.33	1,786.85	1,815.02	1,843.22
7/1/2020	1,727.98	1,790.80	1,813.65	1,842.25	1,870.87

28B - Water Maintenance Worker I Advanced Backhoe

	Min.				Max.
	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
7/1/2018	1,738.25	1,793.71	1,821.39	1,849.26	1,871.43
7/1/2019	1,764.32	1,820.62	1,848.71	1,877.00	1,899.50
7/1/2020	1,790.79	1,847.92	1,876.44	1,905.15	1,927.99

29B - Water Maintenance Worker I Advanced Backhoe D4

	Min.				Max.
	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
7/1/2018	1,877.06	1,941.34	1,964.67	1,993.94	2,023.18
7/1/2019	1,905.22	1,970.46	1,994.14	2,023.85	2,053.53
7/1/2020	1,933.79	2,000.02	2,024.05	2,054.21	2,084.33

29B - Chief Water Inspector D-4

	Min.				Max.
	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
7/1/2018	1,877.06	1,941.34	1,964.67	1,993.94	2,023.18
7/1/2019	1,905.22	1,970.46	1,994.14	2,023.85	2,053.53
7/1/2020	1,933.79	2,000.02	2,024.05	2,054.21	2,084.33

29B - Senior Engineering Aide D-4 Water

	Min.				Max.
	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
7/1/2018	1,877.06	1,941.34	1,964.67	1,993.94	2,023.18
7/1/2019	1,905.22	1,970.46	1,994.14	2,023.85	2,053.53
7/1/2020	1,933.79	2,000.02	2,024.05	2,054.21	2,084.33

29B - Water Maintenance Supervisor D-4

FINANCE 3

	Min. Step 1	Step 2	Step 3	Step 4	Max. Step 5
7/1/2018	1,877.06	1,941.34	1,964.67	1,993.94	2,023.18
7/1/2019	1,905.22	1,970.46	1,994.14	2,023.85	2,053.53
7/1/2020	1,933.79	2,000.02	2,024.05	2,054.21	2,084.33

APLN-Assistant Planner

	Min - Max Step 1
7/1/2018	2,163.92
7/1/2019	2,196.38
7/1/2020	2,229.32

CARP - Carpenter / Facilities

	Min - Max Step 1
7/1/2018	2,037.60
7/1/2019	2,068.16
7/1/2020	2,099.19

ELEC - Electrician / Facilities

	Min - Max Step 1
7/1/2018	2,037.60
7/1/2019	2,068.16
7/1/2020	2,099.19

ELII - Electrician II - Police

	Min. Step 1	Max. Step 2
7/1/2018	1,771.46	2,080.80
7/1/2019	1,798.03	2,112.01
7/1/2020	1,826.00	2,143.69

FHM - Forester HMEO Trees

	Min. Step 1	Step 2	Step 3
7/1/2018	1,454.00	1,554.00	1,654.00
7/1/2019	1,475.81	1,577.31	1,678.81
7/1/2020	1,497.95	1,600.97	1,703.99

HDEM - Head Administrative Clerk 80 Hours EMS

Min.

Max.

FINANCE 3

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
7/1/2018	1,647.02	1,677.04	1,707.05	1,737.13	1,767.20
7/1/2019	1,671.73	1,702.20	1,732.66	1,763.19	1,793.71
7/1/2020	1,696.80	1,727.73	1,758.65	1,789.63	1,820.61

HCEM - Head Clerk 80 Hours EMS

	Min. <u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	Max. <u>Step 5</u>	<u>Step 6</u>
7/1/2018	1,175.71	1,293.55	1,382.32	1,471.05	1,559.66	1,648.26
7/1/2019	1,917.13	1,917.13	1,917.13	1,917.13	1,917.13	1,917.13
7/1/2020	1,945.89	1,945.89	1,945.89	1,945.89	1,945.89	1,945.89

HFIR - Head Clerk 80 Hours Fire

	Min. <u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	Max. <u>Step 5</u>	<u>Step 6</u>
7/1/2018	1,175.71	1,293.55	1,382.33	1,471.06	1,559.66	1,648.26
7/1/2019	1,193.35	1,312.95	1,403.06	1,493.13	1,583.05	1,672.98
7/1/2020	1,211.25	1,332.65	1,424.11	1,515.52	1,606.80	1,698.08

HVAC-Heating & Air Cond./Maintenance Facilities

	Min. <u>Step 1</u>
7/1/2018	2,037.60
7/1/2019	2,068.16
7/1/2020	2,099.19

INS1 - Senior Inspector - Plumbing, Wire, Building

	Min. <u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	Max. <u>Step 5</u>
7/1/2018	1,690.97	1,717.14	1,743.32	1,769.48	2,136.91
7/1/2019	1,716.33	1,742.90	1,769.47	1,796.02	2,168.96
7/1/2020	1,742.08	1,769.04	1,796.01	1,822.96	2,201.50

ITC - Information Technology Clerk

	Min. <u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	Max. <u>Step 7</u>
7/1/2018	1,028.75	1,131.86	1,209.54	1,287.17	1,364.70	1,442.23	1,489.01
7/1/2019	1,044.18	1,148.84	1,227.68	1,306.48	1,385.17	1,463.86	1,511.35
7/1/2020	1,059.84	1,166.07	1,246.10	1,326.07	1,405.95	1,485.82	1,534.02

JCEN - Junior Civil Engineer

	Min. <u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	Max. <u>Step 5</u>
7/1/2018	1,575.95	1,625.91	1,653.56	1,685.51	1,703.59
7/1/2019	1,599.59	1,650.30	1,678.36	1,710.79	1,729.14

7/1/2020 1,623.58 1,675.05 1,703.54 1,736.45 1,755.08

FINANCE 3

PELC - Police Electric I

	Min. <u>Step 1</u>	Max. <u>Step 2</u>
7/1/2018	2,062.32	2,386.26
7/1/2019	2,083.10	2,422.05
7/1/2020	2,114.35	2,458.38

PKCO - Parking Control Officer (40 hours)

	Min. <u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	Max. <u>Step 4</u>
7/1/2018	1,466.60	1,510.58	1,555.91	1,586.97
7/1/2019	1,488.60	1,533.24	1,579.25	1,610.77
7/1/2020	1,510.93	1,556.24	1,602.94	1,634.94

PTPL - Plumber/Facilities

	Min - Max <u>Step 1</u>
7/1/2018	2,037.60
7/1/2019	2,068.16
7/1/2020	2,099.19

PTPL - Painter/Facilities

	Min - Max <u>Step 1</u>
7/1/2018	1,888.79
7/1/2019	1,917.12
7/1/2020	1,945.88

PRSP - Printing Services Specialist

	Min. <u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	Max. <u>Step 5</u>
7/1/2018	1,355.31	1,405.13	1,454.97	1,504.79	1,554.63
7/1/2019	1,375.64	1,426.21	1,476.79	1,527.36	1,577.95
7/1/2020	1,396.27	1,447.60	1,498.95	1,550.27	1,601.62

PT40 - Senior Clerk (PT) 40 Hours

	Min. <u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	Max. <u>Step 5</u>
7/1/2018	581.05	616.67	652.28	688.06	723.82
7/1/2019	589.77	625.92	662.06	698.38	734.68
7/1/2020	598.61	635.31	672.00	708.86	745.70

FINANCE 3

SCEM - Senior Clerk 80 Hours EMS

	Min. <u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	Max. <u>Step 5</u>
7/1/2018	1,162.10	1,233.34	1,304.56	1,376.11	1,447.65
7/1/2019	1,179.53	1,251.84	1,324.13	1,396.75	1,469.36
7/1/2020	1,197.22	1,270.62	1,343.99	1,417.70	1,491.41

SCPC - Sewer Commission, Industrial Pretreatment Coordinator

	Min. <u>Step 1</u>
7/1/2018	2,328.17
7/1/2019	2,363.09
7/1/2020	2,398.54

EDT - Emergency Dispatcher/Telecommunications

	Min. <u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>
7/1/2018	1,495.00	1,595.00	1,695.00
7/1/2019	1,517.43	1,618.93	1,720.43
7/1/2020	1,540.19	1,643.21	1,746.23

SPAY - Supervisor of Payroll

	Min. <u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
7/1/2018	1,594.48	1,844.31	1,694.13	1,743.97	1,793.79
7/1/2019	1,618.40	1,868.97	1,719.54	1,770.13	1,820.70
7/1/2020	1,642.67	1,894.01	1,745.34	1,796.68	1,848.01

SRCH-Senior Cashier

	Min. <u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>
7/1/2018	1,035.14	1,104.59	1,174.15	1,243.63	1,313.07	1,406.22
7/1/2019	1,050.67	1,121.18	1,191.76	1,262.28	1,332.77	1,427.31
7/1/2020	1,066.43	1,137.98	1,209.64	1,281.22	1,352.76	1,448.72

SWAM-Sealer of Weights and Measures

	Min - Max <u>Step 1</u>
7/1/2018	1,859.24
7/1/2019	1,887.13
7/1/2020	1,915.44

SWT3 - Water Treatment Plant Supervisor - 3

	Min. <u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
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FINANCE 3

7/1/2018	1,877.27	1,942.81	1,966.70	1,996.49	2,026.21
7/1/2019	1,905.43	1,971.95	1,998.20	2,028.44	2,056.67
7/1/2020	1,934.01	2,001.53	2,026.14	2,056.83	2,087.52

SWT4 - Water Treatment Plant Supervisor - 4

	Min. <u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
7/1/2018	1,914.61	1,980.17	2,003.97	2,033.82	2,063.65
7/1/2019	1,943.33	2,009.87	2,034.03	2,064.33	2,094.60
7/1/2020	1,972.48	2,040.02	2,064.54	2,095.29	2,126.02

WFG2 - Water Treatment Operator Grade II

	Min. <u>Step 1</u>
7/1/2018	1,562.60
7/1/2019	1,586.04
7/1/2020	1,609.83

WTOP - Water Treatment Operator

	Min. <u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
7/1/2018	1,677.28	1,738.25	1,760.48	1,788.18	1,815.87
7/1/2019	1,702.44	1,764.32	1,786.89	1,815.00	1,843.11
7/1/2020	1,727.98	1,790.79	1,813.69	1,842.23	1,870.75

WTO3 - Water Treatment Operator Grade III

	Min. <u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
7/1/2018	1,677.28	1,738.25	1,760.48	1,788.18	1,815.87
7/1/2019	1,702.44	1,764.32	1,786.89	1,815.00	1,843.11
7/1/2020	1,727.98	1,790.79	1,813.69	1,842.23	1,870.75

WTO4 - Water Treatment Operator Grade IV

	Min. <u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>
7/1/2018	1,677.28	1,738.25	1,760.48	1,788.18	1,815.87	2,023.18
7/1/2019	1,702.44	1,764.32	1,786.89	1,815.00	1,843.11	2,053.53
7/1/2020	1,727.98	1,790.79	1,813.69	1,842.23	1,870.75	2,084.33

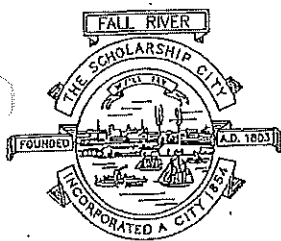
XXB-Motor Equipment Repairman Person -Police

	Min. <u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	Max. <u>Step 5</u>
7/1/2018	1,409.23	1,438.15	1,466.94	1,495.75	1,524.34
7/1/2019	1,430.37	1,459.72	1,488.94	1,518.19	1,547.21
7/1/2020	1,451.82	1,481.62	1,511.28	1,540.96	1,570.41

FINANCE 3

XIXB-Signal Maintainer - Police Dept.

	Min.				Max.
	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
7/1/2018	1,372.31	1,401.14	1,429.98	1,458.95	1,487.46
7/1/2019	1,392.89	1,422.16	1,451.43	1,480.83	1,509.77
7/1/2020	1,413.79	1,443.49	1,473.20	1,503.05	1,532.42



City of Fall River
Massachusetts
Office of the Mayor

RECEIVED

2019 FEB 28 P 3:05

CITY CLERK _____
FALL RIVER, MA

JASIEL F. CORREIA II
Mayor

February 28, 2019

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

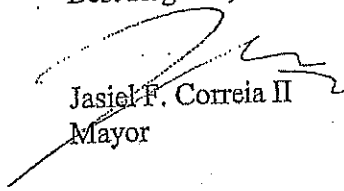
Dear Honorable Council Members:

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

1. \$51,018.75 That the sum of \$51,018.75 be, and the same is, hereby appropriated to
the EMS CAPITAL from the EMS STABILIZATION FUND.

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

Best Regards,


Jasiel F. Correia II
Mayor

City of Fall River, In City Council

March 3, 2019

1

ORDERED:

That the sum of \$51,018.75 be, and the same is, hereby appropriated from the
EMS STABILIZATION FUND to EMS CAPITAL



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

RECEIVED

JASIEL F. CORREIA II
Mayor

2019 FEB 28 P 3: 05 **JOHN D. LYNCH**
Fire Chief

CITY CLERK _____
FALL RIVER, MA

February 21, 2019


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

Dear Mayor Correia:

With your permission I would like to request the transfer of \$51,018.75 from the EMS Stabilization Fund to the EMS Capital Line to fund equipment for the Prima Care project. This equipment includes:

Ekg Monitor-\$32,771.90
Lucas Device-\$14,693.96
McGrath Device- \$3,152.90
Medical Cart- \$400.00

Respectfully,


John D. Lynch
Fire Chief

Cc: Cathy Ann Viveiros, City Administrator.
Mary Sahady, City Treasurer
Tim Oliveira, EMS Director FRFD

RECEIVED

2019 FEB 28 P 3:05

CITY CLERK
FALL RIVER, MA

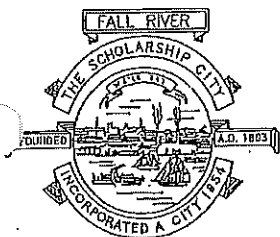
Jennifer Argo, City Auditor
March 5, 2019



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

FY19 Appropriation/Transfer Number Analysis

Line	Original/Revised Appropriation	Amount Transferred	Adjusted Balance
EMS Stabilization Fund	\$ 1,965,984.18	\$ (51,018.75)	1,914,965.43
EMS Capital	\$ 243,236.00	\$ 51,018.75	294,254.75



City of Fall River
Massachusetts
Office of the Mayor

RECEIVED

2019 MAR -1 A 10:28

CITY CLERK
FALL RIVER, MA

JASIEL F. CORREIA II
Mayor

February 27, 2019

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

RE: Cultural Council

Mr. President and Members of the Honorable Council:

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

Susan Cote
542 Bowen Street
Fall River, MA 02724

as a member of the Cultural Council, with a term commencing 10/02/2019 and expiring 10/02/2022.

Thank you for your favorable consideration in this regard.

Jasiel F. Correia II
Mayor

2

Susan Charlene Cote
542 Bowen Street
Fall River, MA 02724
508-642-1552

EDUCATION: Salve Regina University - Newport, Rhode Island
Master of Science - Administration of Justice - 1981

UMASS Dartmouth - Dartmouth, Massachusetts
Bachelor of Science - Accounting - 1978

Bristol Community College - Fall River, MA
Associate of Science - Accounting - 1976

EMPLOYMENT EXPERIENCE:

Surge Compass Consulting - July 2015 to present

Provide guidance and clarity to small businesses and organizations with the implementation of policies and procedural planning of their business operations. Clients include an antique dealer with antique sales and auctions. In addition to business and personal travel consultations.

Commonwealth of Massachusetts - Department of Revenue - January 1984 to June 2015
Filing Enforcement Bureau- Registration Enforcement South (most recent)

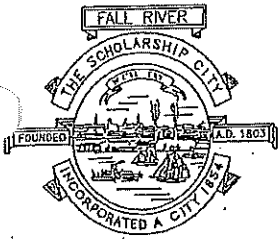
Duties were to ensure compliance and enforcement of all applicable tax laws, rules and regulations of the Commonwealth. Responsible for issuing all promoters licenses in the Southern Region by communicating promoter responsibilities and maintaining contact to secure all promotional listings from guess promoters, exhibition centers, show promoters, flea markets and fairs including art fairs. Responsible for securing the lists of vendors including transient vendors and maintain recap sheets on them. Vendors were informed on all tax compliance requirements, which were enforced. Led field teams involved in registration/enforcement drives. A strong working knowledge of all tax types was required. Vendors were educated on vendor tax filing requirements. The difference between sales taxes and sales/use taxes were explained. Taxpayers such as artists were informed of these differences and their obligations. I conducted small business compliance workshops to assist with tax registrations and compliance.

COMMUNITY MEMBERSHIPS:

Present: Member of Cranberry Country Chamber of Commerce

Prior: Member of the Fall River Cultural Council - LCC Program
Intermittent Grant Cycles: September 2008 through October 2018

Award: Recipient of the 2015 Commonwealth Citations for Outstanding Performance



JASIEL F. CORREIA II
Mayor

City of Fall River
Massachusetts
Office of the Mayor

RECEIVED

2019 FEB 15 A 11:07

CITY CLERK _____
FALL RIVER, MA

February 14, 2019

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

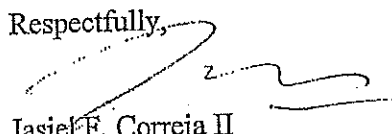
RE: Westport Intermunicipal Agreement for Wastewater Services.

Dear Honorable Councilors:

Your approval of the attached Order and Agreement is respectfully requested. Terrance Sullivan is available if you have any questions.

The Sewer Commission approved the agreement on February 12, 2019. This agreement replaces the prior agreement.

Respectfully,


Jasiel F. Correia II
Mayor

City of Fall River, *In City Council*

3

ORDERED, that the Mayor, through the Fall River Sewer Commission, be and the same is hereby authorized to enter into the attached Intermunicipal Agreement for wastewater treatment services between the City of Fall River and the Town of Westport.

3

AGREEMENT FOR WASTEWATER TREATMENT SERVICES
BETWEEN
THE CITY OF FALL RIVER, MASSACHUSETTS
AND
THE TOWN OF WESTPORT, MASSACHUSETTS

THIS AGREEMENT, made and entered into this 7th day of January 2019, by and between the City of Fall River, a Municipal Corporation within the Commonwealth of Massachusetts in the County of Bristol, acting through its Sewer Commission hereinafter called the "City", party of the first part, and the Town of Westport a Municipal Corporation, in the County of Bristol, State of Massachusetts, acting through its Board of Selectmen ("Town"), party of the second part.

WHEREAS, the City owns and operates a wastewater treatment works in order to treat wastewater originating in the Town and the City, and

WHEREAS, the Town intends to continue and expand their discharge into the City wastewater collection and/or treatment works with sanitary and/or industrial wastewaters for treatment at the City's wastewater treatment works, and

NOW THEREFORE, in consideration of these premises and mutual benefits to be derived by the parties hereto, an Agreement is prepared in the following form:

SECTION 1. DEFINITIONS

Section 1.1 – For the purpose of this Agreement, the following terms are defined:

1.1.1 "Average Daily Flow" shall mean the total annual flow as measured at the metering station and/or agreed points of discharge, divided by the number of days in the year.

1.1.2 "Biochemical Oxygen Demand" (BOD) shall mean the quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory procedure in five (5) days at 20 degrees Centigrade (68 degrees Fahrenheit) expressed in milligrams per liter by weight (or pounds per day).

1.1.3 "Industrial Wastes" are the liquid wastes, other than sanitary sewage, resulting from manufacturing and/or industrial operations or processes or drains.

1.1.4 "Maximum Daily Flow" shall mean the maximum flow recorded at the metering station and/or agreed points of discharge during a 24-hour period during any calendar year.

1.1.5 "Metering Station" shall mean a suitable facility for measuring, recording, and totalizing the flow of wastewater from the Town to the Fall River Sewer System.

1.1.6 "Sanitary Sewage" shall mean sewage discharging from the sanitary conveniences such as toilets, washrooms, urinals, sinks, showers, drinking fountains and from kitchens, restaurants, cafeterias and floor drains from industrial, manufacturing or process areas essentially free of industrial wastes or toxic materials.

1.1.7 "Shall" is mandatory; "may" is permissive.

1.1.8 "Total Suspended Solids" (abbreviated TSS) shall mean solids that either float on the surface of, or are in suspension in water, or sewage, or wastewater, or other liquids and which are removable by laboratory filtering, expressed in milligrams per liter by weight (or pounds per day).

1.1.9 "User Charges" shall mean a charge levied on users of the wastewater facilities for the cost of operation and maintenance.

1.1.10 "Wastewater" shall mean the spent water of the participating municipalities and may be a combination of the liquid and water carried wastes from residences, commercial buildings, industrial plants and institutions, together with any infiltration/inflow that may be present.

1.1.11 "Wastewater Treatment Facilities" shall mean all facilities for collection, conveying, pumping, treating and disposing of wastewater.

1.1.12 "Town Flow" means the amount of average daily flow of wastewater flowing into the City from the Town.

SECTION 2. RESPONSIBILITIES OF CITY

Section 2.1

The City shall operate and maintain the City's wastewater treatment facility.

Section 2.2

The City shall receive and dispose of the Town's sanitary and industrial wastewater provided the Town agrees to adopt such rules, regulations and/or by-laws as are necessary to secure compliance by system users with the standards provided for within this agreement or as otherwise may be amended or in accordance with any applicable local, State or Federal regulations.

Section 2.3

The City shall receive the Town's wastewater at a location or locations mutually agreeable to both parties, all physical connections being subject to the approval of the City.

SECTION 3. RESPONSIBILITIES OF THE TOWN

Section 3.1

The Town shall maintain the existing wastewater collection facilities, including any Flow Metering Stations or Flow Meter Facilities. If the Town expands sewer services to other areas not currently serviced by the Town, the Town shall be responsible for financing, planning, constructing and maintaining such wastewater collection facilities.

3.1.1. The Town and the City understand that the sewer pumping station at White's Restaurant and the associated force main and gravity sewers are currently under the control of LaFrance Enterprises.

3.1.2. The Town will manage and coordinate any necessary agreements and/or coordination between the Town and LaFrance Enterprises regarding operation, maintenance and management of the existing sewer infrastructure.

3.1.3. The Town must obtain any necessary approvals from LaFrance Enterprises related to approval of this agreement.

3.1.4. Expansion of sewer services to other areas of the Town would require approval by the City if the Town flow exceeds the Town's allotted flow.

Section 3.2

Characteristics of wastewater delivered to the City's wastewater treatment works by the Town and/or any users within the Town shall conform to the requirements of wastewater permitted by the City, under its sewer use ordinance as issued and amended from time to time and all applicable local, State and Federal regulations.

Section 3.3

The Town agrees to adopt such rules, regulations and/or by-laws as are necessary to secure compliance by Town users with the standards provided for within this Agreement, or as otherwise may be amended and to ensure conformity with the requirements of any agency of the City, the Commonwealth of Massachusetts, or any other governmental agency which may have jurisdiction covering the system. The Town agrees to enforce such rules, regulations and/or by-laws. The City shall have the right to require the Town to take appropriate legal action against any user connected to the Town's sewer collection system to enforce compliance with the terms of this Agreement and user fees owed to the City.

Section 3.4

As the City has implemented a federally approved Industrial Pretreatment Program and retains the responsibility to protect the Treatment Facility and receiving waters from industrial

interference, the Town and/or LaFrance shall convey the right to the City to take appropriate legal action against any system user to enforce compliance with the City's and/or the Town's Sewer Use Ordinance. This includes, but is not limited to requiring industrial users to self-monitor their discharge and report the results of Self-Monitoring activities to the City as prescribed in the industrial user's Discharge Permit; install the proper pretreatment systems if necessary; to submit to inspections for the purpose of documenting compliance; to allow the City to issue industrial discharge permits; and to levy fines or terminate discharge rights for continued non-compliance. All significant industrial users shall obtain and maintain an industrial discharge permit with the city and any other applicable permits.

Section 3.5

The Town agrees that the discharge of sanitary and/or industrial wastes containing heavy metals, cyanide and/or toxicity will not be allowed. All wastes to be discharged must be in accordance with the City's Industrial Pretreatment Guidelines presently in effect or any other which may take effect in the future.

Section 3.6

The Town hereby agrees that at no time will they intentionally allow the discharge of wastewaters which are economically and/or technically more burdensome to treat than those described in this Section.

Section 3.7

The Town hereby agrees that stormwater will not be allowed to enter the sewer system, and inflow and infiltration will be reasonably controlled and minimized.

Section 3.8

The Parties agree to work cooperatively with one another related to any infrastructure (i.e. sewer mains, drains or service connections) that may cross Town boundaries both in land agreements (i.e. easements) and access for maintenance.

SECTION 4. TERM

The term of this Agreement shall continue for 10 years from the date of execution. At the end of the 10 year term; the Agreement shall continue from year to year thereafter until a new Agreement is executed. Provided, however, that either party may terminate the same on December 31 of any year by giving written notice on or before June 30 of such year. Given the infrastructure investment, the critical public health and environmental protection issues related to this agreement; it is the intent of both parties to work to keep this agreement and future amendments continuous for the protections noted herein.

SECTION 5. IMPLEMENTATION

Section 5.1

The City agrees to provide Wastewater Treatment services with a portion of the capacity allocated to the Town. The capacity allocated is 44,000 GPD.

Current flow allocations are as follows:

White's Restaurant	25,000 GPD
Hampton Inn	10,000 GPD
New Hotel	9,000 GPD
Other Town Use	0 GPD

This capacity limit can be modified by mutual agreement and addenda to the agreement.

SECTION 6. IMPACT FEE TO NEW USERS

Section 6.1

All new connections (newly constructed residential, commercial and industrial buildings) to the collection system shall pay a onetime fee to the City of \$1.00 per gallon of the projected flow. Appendix A identifies standard flow projections for various types of residential, commercial and industrial establishments. Nonstandard facility flow projections not outlined in Appendix A shall be subject to reasonable engineering practices and estimates. The City retains the right for final approval of flow projections. A summary of said payments shall be included in the summary of wastewater flows submitted quarterly by the Town.

Existing residential and commercial property shall be exempt from this section except for significant expansion of commercial or industrial property. Municipal buildings shall be exempt from this section. For large new industrial or commercial customers projected to exceed a flow of 25,000 gallons per day, the maximum onetime impact fee shall be limited to \$25,000.

SECTION 7. PAYMENTS: OPERATION MAINTENANCE

Section 7.1

7.1.1 The Town shall make payments towards the costs of operation and maintenance of the wastewater treatment facilities as billed at the current rate of \$8.34/CCF. This rate is 55% above the standard rate charged to Fall River customers (\$5.38/ccf times 1.55 = \$8.34/ccf). If user charges identified in Section 74 of Appendix A of the Fall River

Revised Ordinances are increased or decreased, the Town's rate shall be increased or decreased by the proportionate percent. Rate increases shall be applicable immediately upon approval by the City and applied to the next invoice to the Town.

Billing frequency will be quarterly. Billing frequency can be increased to monthly upon agreement by the City and the Town.

- 7.1.2 Any costs associated with the operation and maintenance and/or capital repairs for the Town's sewer system shall be borne 100% by the Town. This includes the force main to the point where LePage's Restaurant connects. The Town must have an emergency response plan for repairs approved by the City. Said plan must be submitted to the City and approved by the City within 60 days of execution of this agreement.
- 7.1.3 The Town is responsible for assuring that all sources of sewer use in the Town are properly accounted for.
- 7.1.4 Failure of the Town to make payments within 30 days due can be cause for application of interest charges at 14% per annum.

SECTION 8. MEASUREMENT OF FLOW AND SAMPLING OF WASTEWATER

Section 8.1

8.1.1 The volume of flow used in computing the Town's payment shall be based upon readings obtained by suitable flow measurements and recording devices subject to approval by the City. The sewer metering system shall be operated and maintained by the Town. Alternative flow measurement or billing mechanisms can be discussed by the City and the Town however final approval of any method is controlled by the City.

8.1.2 The Town shall be responsible for inspecting and maintaining the accuracy and reliability of all flow metering and recording equipment. All costs incurred by the Town to inspect and maintain flow recording devices and equipment shall be borne by the Town. The City shall be advised of the results of any test on the equipment and the methods employed.

Section 8.2

The City and Town hereby agree that the determination of character and concentration of wastewater and the associated sampling technique shall be in accordance with the latest edition of "Standard Methods for the Examination of Water and Wastewater" published jointly by the Public Health Association (APHA), the American Water Works Association (AWWA) and the Water Environment Federation (WEF), or any other method mutually agreed upon by the City and Town.

8.2.1 The sampling and determination of the character and concentration of Town's wastewater shall be performed by the Town if needed. The sampling location will be mutually agreed upon by the Town and the City. All costs for sampling and analysis shall be the responsibility of the Town.

8.2.2 Samples shall be collected by the Town in such a manner as to be representative of the actual quality of the wastewater if needed.

8.2.3 The results of the wastewater sampling and analytical program shall be reported to the City upon request and in accordance with the City's Industrial Pretreatment Program.

8.2.4 The City shall be given full and free access to the Town's wastewater metering station(s) as required for the purposes of inspection, measurement, sampling and testing.

8.2.5 In the event the metering equipment is temporarily out of order or service for any reason the volume of wastewater and strength will be based on the period representing the highest volume and strength unless otherwise agreed by both parties on the basis of past experience.

8.2.6 The Town shall notify the Sewer Commission immediately in the event that the metering equipment is out of order or service.

8.2.7 The Town shall be responsible for facilitating repairs of the metering equipment and the costs associated with said repairs.

SECTION 9. AGREEMENT REPLACEMENT

This Agreement replaces the prior Agreement with Lafrance Enterprises, Inc. in conjunction with Lafrance Bros. Inc. dated September 26, 1984. The Town has the capability and legal capacity for approval of this agreement and for future negotiations and/or amendments to this agreement.

SECTION 10. CAPITAL IMPROVEMENTS

In the event that the City must undertake major repairs, replacement, or add to the joint wastewater collection and treatment facilities or is directed or ordered to provide a higher degree of treatment in the future, or to otherwise modify the process from that contemplated at the time of execution of this Agreement, the net capital cost of such replacement or additional facilities shall be included in the user fee.

SECTION 11. RECORDS AND ACCESS

Section 11.1

The City and Town shall maintain complete and accurate books and records concerning all matters relative to this Agreement. Such records shall be open for inspection and making copies or extracts thereof to accountants and other duly authorized representatives of the other party.

The Town records shall include, but not be limited to, as built plans of all sewers, schematics of all connections to sewer, building permits for all facilities connected to sewer, and documents regarding proper operation and maintenance of the Town's sewers.

Section 11.2

Both the City and the Town agree to make available to representatives and agents of the other for purposes of inspection all facilities and equipment related to each other's wastewater systems.

SECTION 12. SEPARATE AGREEMENTS

Any separate agreements relating to wastewater collection and treatment between the Town and adjacent municipalities which would result in additional discharges to the City's sewer system must be reviewed and approved by the City. In any event, the Town shall in the aggregate shall be restricted to the wastewater strengths and flows authorized in this agreement, and any increase must be formally contracted for between the Town and City.

SECTION 13. NOTIFICATION OF CHANGE

The Town agrees to notify the City in writing as far in advance as possible of anticipated or planned significant increases or decreases in the quantity and/or quality of the wastes to be discharged to the City's wastewater treatment facilities.

SECTION 14. TERMINATION

Section 14.1

For any material breach of this Agreement, continued for three months after notice thereof in writing by the other party, either party may terminate this Agreement. Upon receipt of said notice, both parties will enter into discussion within thirty (30) days to assure proper termination of the Agreement. If any time during the term of this Agreement either party determines that the

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other party has breached the terms of this Agreement by failing to perform its obligations in accordance with all of the terms and provisions contained in this Agreement, the non-breaching party shall notify the party in breach in writing stating therein the nature of the alleged breach and directing the party in breach to cure such breach within ten (10) days. If the party in breach fails to cure said breach within ten (10) days, the non-breaching party may, at its election at any time after the expiration of said ten (10) days, terminate this Agreement by giving written notice thereof to the party in breach specifying the effective date of the termination, said date to be no less than ninety (90) days from the date of notice of breach. Upon the date specified in the notice of termination, this Agreement shall terminate. Such termination shall not prejudice or waive any rights or action which the non-breaching party may have against the party in breach up to the date of such termination.

Section 14.2

There shall be no circumstance under which the City will be obligated to return to the Town any portion of the Town's capital investment.

Section 14.3

The City maintains the right of refusal to accept the Town's waste if any section or subsection of this Agreement is materially violated that could endanger the treatment facilities, public health or the environment. The Town shall be notified in writing, and the Town shall be granted ninety (90) days to respond to a purported violation of this Agreement. If the matter is of immediate danger to the treatment facilities, public health or the environment, the City retains the right of immediate refusal.

SECTION 15. AMENDMENTS

Section 15.1

No amendments to this Agreement shall be effective until adopted by the Fall River City Council.

SECTION 16. TOWN BOUNDARIES

The Town agrees to work cooperatively with the City related to any infrastructure (i.e. sewer mains, drains or services) that may cross Town boundaries both in land agreements (i.e. easements) and access for maintenance.

The City agrees to allow the Town at no additional cost other than normal tie-in fees to connect isolated properties located on the border of the City and the Town where existing City sewers have the capacity to accept wastewater from said property and it would be cost prohibitive to extend redundant Town sewer lines to service the property. City permitting and inspection of all work within the City and/or on sewers maintained by the City shall be required.

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SECTION 17. MISCELLANEOUS PROVISIONS

Section 17.1

If any term or condition of this Agreement or any application thereof shall to any extent be held invalid, illegal or unenforceable by the court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Agreement shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.

Section 17.2

This Agreement shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts and the parties hereto submit to the jurisdiction of any of its appropriate courts for the adjudication of disputes arising out of this Agreement.

Section 17.3

This Agreement, including all documents incorporated herein by reference, constitutes the entire agreement between the parties with respect to the matters described. This Agreement supersedes all prior Agreements, negotiations, and representations, either written or oral, and it shall not be modified except by a written document executed by the parties hereto.

IN WITNESS WHEREOF, the respective parties hereto have caused this Agreement to be signed by them and have affixed their hands and seals on the day and year referred to above written.

CITY OF FALL RIVER

Approved as to form:

BY: _____
Corporation Counsel

BY: [Signature]

[Signature]

[Signature]
Sewer Commission

BY: _____
Mayor, City of Fall River

TOWN OF WESTPORT

Board of Selectmen

BY: [Signature]
Shana M. Shufelt, Chair

[Signature]
Steven J. Quellette, Vice-Chair

[Signature]
Ann E. Boxler, Clerk

[Signature]
Brian T. Valcourt

[Signature]
Richard W. Brewer

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APPENDIX A

Calculation of Flows

Unless a variance is authorized by the Director in writing, applicants applying for a sewer extension or connection permit shall use the following figures in calculating daily sewer flow in completing the application:

SEWAGE FLOW ESTIMATES:

<u>Type of Establishment</u>	<u>Gallons per Person per day</u>
Boarding Schools, Colleges	65
Nursing Home and Rest Home	100
School, without cafeteria, gymnasium or showers	10
School, with cafeteria, but not gymnasium or showers	15
School, with cafeteria, gymnasium and showers	20
Swimming Pool	10
Camp, resident - washroom and toilets	25
Camp, resident - mess hall	10
Camp, day - washroom and toilets	10
Camp, day - mess hall	3
Camp Ground - showers and toilets - per site	75
Gymnasium - per spectator	3
Gymnasium - per participant	25
Theater, Auditorium	3
Public Park - toilet wastes only	5
Public Park - bathhouse, showers and flush toilets	10
Factory or Industrial Plant, without cafeteria	15
Factory or Industrial Plant, with cafeteria	20
Work or Construction Camp	50
<u>Gallons per Day</u>	
Single and multiple dwelling units - per bedroom	110
Motels, hotels, boarding houses	250
Tennis Club - per court	100
Bowling Alley - per alley	10
Country Club - dining room - per seat	10
Country Club - snack bar or lunch room - per seat	20
Country Club - locker and showers - per locker	3
Church - per seat	5
Church - vestry/kitchen - per person at capacity	50
Trailer, dump station - per site or per trailer	200
Mobile Home Park - per site	75
Office Building - per 1,000 sq. ft.	5
Dry Goods Stores - per 100 sq. ft.	

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Drive-in - per stall	5
Non-single family, automatic clothes washer per washing machine	400
Hospital - per bed	200
Service station, excluding thruway - per island	300
Skating Rink - 3,000 gallons per day plus 5 gallons per seat	300
Dog Pounds - Veterinary Clinics - per pen	50

Type of Establishment

Gallons per Seat
Or Chair per day

Restaurant, food service establishment, lounge, tavern	35
Restaurant, thruway service area	150
Restaurant, kitchen flow	15
Barber Shop/Beauty Salon per chair	100

CITY OF FALL RIVER

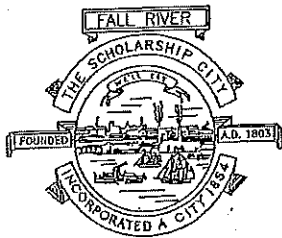
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To the City Council

Councillors:

The Committee on Finance, at a meeting held on February 19, 2019 voted 7 yeas, 1 nay to recommend that the accompanying order be referred to the Committee on Public Works and Transportation, with Councilor Steven A. Camara voting in the negative and Councilor Derek R. Viveiros absent and not voting.


City Clerk



JASIEL F. CORREIA II
Mayor

City of Fall River
Massachusetts
Office of the Mayor

4
RECEIVED

2019 JAN 30 PM 12:42

CITY CLERK
FALL RIVER, MA

January 29, 2019

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

Dear Honorable Council Members:

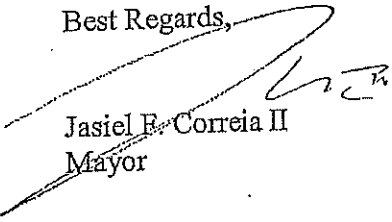
The Community Preservation Committee (CPC) has identified an emergency community project for the fiscal year 2019 and has made recommendation for funding in accordance with the Community Preservation Act (CPA) MGL Chapter 44B Sections 4 to 7.

The CPA funding request for this emergency project is \$375,050 as outlined in the proposed Appropriation Order.

Your approval of the associated Appropriation Order is respectfully requested.

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

Best Regards,


Jasiel F. Correia II
Mayor

CITY OF FALL RIVER
IN CITY COUNCIL

FEB - 5 2019

*Referred to the Committee
on Finance*

2-19-19

PW+T 741N

City of Fall River, In City Council

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APPROPRIATION ORDER

ORDERED, that the following FY 19 supplemental appropriations be provided through the Community Preservation Act (CPA), reserves under the MGL Chapter 44B Sections 4 to 7 in the aggregate, amounting to \$375,050 to be appropriated as follows:

Voted: That \$375,050 be appropriated from the CPA Fund's Undesignated fund balance

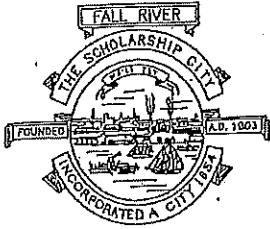
For CPA Administrative Expenditures	\$0
For CPA Open Space/Outdoor Recreation PROJECTS	\$0
For CPA Historic Resources Preservation PROJECTS	\$375,050
For CPA Community Housing	\$0
TOTAL	\$375,050

Note: Please note this is the second supplemental CPA appropriation for FY19. The City Council had earlier appropriated \$1,255,867 for various CPA projects on August 15, 2018. The City Council also appropriated \$78,480 for emergency funding on September 25, 2018. The CPA fund balance is reported at \$1,364,087 on June 30, 2018 and is more than sufficient to cover this supplemental appropriations.

CITY OF FALL RIVER
IN CITY COUNCIL

FEB - 5 2019

*Referred to the Committee
on Finance*



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**City of Fall River
Massachusetts
Community Preservation Committee**

JASIEL F. CORREIA II
Mayor

JAMES SOUZA
Chairman

ANTONE DIAS
Vice-Chairman

January 29, 2019

City of Fall River
Cathy Anne Viveiros, City Administrator
One Gov't Center
Fall River, MA 02722

Dear City Administrator:

The Community Preservation Committee voted for emergency funding on the following project at their meeting last night, Monday, January 28, 2019

- Fall River Public Library - \$375,050.00 for new roof, repair all damages to walls and ceilings that resulted from the leaks. (proposal attached)

This funding will come out of Historic Preservation.

A letter needs to come from the Mayor approving this funding so the Auditor can prepare an Appropriation Order for this project.

We need this as soon as possible so it can be placed on the next City Council agenda scheduled for Tuesday, February 5, 2019.

Respectfully,

James Souza, Chair
Fall River Community Preservation Committee

Cc: Mayor
Jen Argo, City Auditor

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CITY OF FALL RIVER
APPLICATION FOR CPA FUNDING

Date: January 14, 2019

Project Title: Fall River Main Library Roof Replacement - Emergency

Name of Applicant/Contact Person: Chris Gallagher

Name of Organization: City of Fall River

Mailing Address: 1 Government Center Rm 321, Fall River, MA 02722

Telephone: (508)324-2227

Email: cgallagher@fallriverma.org

CPA Funding Requested: \$ 375,050.00 Total Project Cost: \$ 375,050.00

CPA Category (YOU MUST CHECK OFF A MINIMUM OF ONE CATEGORY, but may identify more than one category, if applicable to your project)

• Open Space ☐

• Historic Preservation ☒

• Outdoor Recreation ☐

• Community Housing ☐

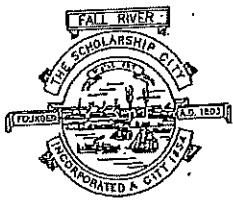
PROJECT DESCRIPTION:

- All of the following MUST be answered in the space provided. If space is not adequate, please attach additional information to the back of the application.
- APPLICATIONS WILL BE DENIED IF ALL RELEVANT REQUESTED INFORMATION IS NOT PROVIDED. If a section is not applicable to your project, please put "n/a".
- Include supporting materials and exhibits as necessary.
- Please refer to the Fall River Community Preservation Funding Guidelines posted on the city web site before and while completing this application.
- If space provided is not adequate, please attach additional information to application.

1. Describe the project.

The roof at the Fall River Main Library is beyond its useful life and requires replacement. The ongoing leaking issues are a result of repairs that are beyond the typical patching fix. It is imperative that immediate attention to the roof be addressed due to the fact that the library houses numerous historical artifacts and publications that are at risk of damage or total loss. It is to the point where the plaster is constantly falling from the ceilings in certain areas exposing the staff and public to safety hazards/risks.

Increased funding request is to repair all damages to walls and ceilings that resulted from the leaks.



Community Preservation Committee City of Fall River

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2019 Application Submission Form

Proposals for CPA funding must be submitted by downloading or using the attached application form. All relevant information requested on the application form must be included with the proposal. **Please send one copy of the application electronically to sdennis@fallriverma.org. Ten hard copies of the application and all supporting documentation must be submitted to:**

Community Preservation Committee
One Government Center
Fifth Floor, Room 321
Fall River, MA 02722

Applications must be submitted by September 1st at 12 noon for proposals to be considered for eligibility, and final applications for funding must be received no later than January 15th at 12 noon.

For further information about the application process, please refer to the **Community Preservation Funding Guidelines for Project Submission**, and visit the CPC page on the City of Fall River website at www.fallriverma.org, or email us at sdennis@fallriverma.org.

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CITY OF FALL RIVER
APPLICATION FOR CPA FUNDING

Date: January 8, 2019

Project Title: Fall River Main Library Roof Replacement (Emergency)

Name of Applicant/Contact Person: Chris Gallagher

Name of Organization: City of Fall River

Mailing Address: 1 Government Center Rm 321, Fall River, MA 02722

Telephone: (508)324-2227

Email: cgallagher@fallriverma.org

CPA Funding Requested: \$ 345,050.00 Total Project Cost: \$ 345,050.00

CPA Category (YOU MUST CHECK OFF A MINIMUM OF ONE CATEGORY, but may identify more than one category, if applicable to your project)

• Open Space ☐

• Historic Preservation ☒

• Outdoor Recreation ☐

• Community Housing ☐

PROJECT DESCRIPTION:

- All of the following MUST be answered in the space provided. If space is not adequate, please attach additional information to the back of the application.
- APPLICATIONS WILL BE DENIED IF ALL RELEVANT REQUESTED INFORMATION IS NOT PROVIDED. If a section is not applicable to your project, please put "n/a".
- Include supporting materials and exhibits as necessary.
- Please refer to the Fall River Community Preservation Funding Guidelines posted on the city web site before and while completing this application.
- If space provided is not adequate, please attach additional information to application.

1. Describe the project.

The roof at the Fall River Main Library is beyond its useful life and requires replacement. The ongoing leaking issues are a result of repairs that are beyond the typical patching fix. It is imperative that immediate attention to the roof be addressed due to the fact that the library houses numerous historical artifacts and publications that are at risk of damage/total loss. It is to the point where plaster is constantly falling from the ceilings in certain areas exposing the staff and public to safety hazards/risk.

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2. Goals:

a. What are the goals of the proposed project?

To replace the roof which will allow for the interior to be repaired. Once the roof is all set and the threat of ongoing damage is eliminated the process to restore the aesthetics will begin.

b. Who will benefit and why?

The building opened in 1899 and continues to maintain its historical beauty and appeal. This is an element that is worth upholding for the library plays a significant role in Fall River's classical past. The building's operational function provides knowledge, substance and services to the community which paves the City's future.

3. Criteria:

How does the project fulfill the General and Specific Criteria of the Community Preservation Committee Guidelines? (Refer to the specifications in the Guidelines)

Replacing of the roof will protect and preserve this historical structure and the many fine artifacts and memories of the past. Since the building's opening in 1899 the library's purpose has not changed nor has it's character. This project will allow the retention of the nostalgia to continue and remain at the forefront of the community in tandem with the necessity to address the needs of today's society.

4. Community Needs:

a. How does the community benefit from this project?

The community will continue to have a beautiful, historical, architectural structure at their disposal to enjoy and memorialize. This project protects and preserves a significant component of Fall River's timeline to the past which, in turn, will pave it's future. The true character that this building exudes is classic of the true roots of the Fall River community.

b. Explain how this project addresses needs identified in existing City plans. (Such as in the City of Fall River Master Plan)

The City is aware of the importance of the need to preserve it's historic resources. An Organizational Study conducted by the Edward J. Collins, Jr. Center for Public Management in July 2017 addresses the significant funding required to preserve the many historical buildings that reflect the culture and heritage from which the City of Fall River was built. Time and lack of attention in the area of historic preservation has affected the Fall River community. Awareness is at the forefront and the opportunity is now to safeguard Fall River's historical foundation.

5. Community/City Endorsement:

a. What is the nature and level of support? Include letters of support from any City boards or community groups that have endorsed the project.

The nature and level of support is very high at this time. The Library Board of Trustees is fully supportive of the efforts to fulfill this project.

6. Project Budget:

Budget Summary

Total Project Cost	CPA Funds Requested	Additional Funding from Other Sources
\$ 345,000.00	\$ 345,000.00	\$ 0.00

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Budget Categories - Breakdown

	CPA FUNDS	OTHER FUNDS	TOTAL
Personnel	n/a	n/a	
Equipment	n/a	n/a	
Supplies	n/a	n/a	
Contractual	n/a	n/a	
Construction	n/a	n/a	
Other	n/a	n/a	SEE RDA's Budget attached
TOTAL	n/a	n/a	

Equipment is generally defined as an item with a useful life expectancy of more than one year.

Supplies are defined as an item with a useful life of less than one year.

Construction means all types of work done on a particular property or building including erecting, altering or remodeling.

The cost share is very important in giving the application a competitive advantage.

Additional Funding Information

Identify the amount of additional funding for this project. Sources include private, federal, state or local government, or any other sources.

Organization	Item	Amount	Type (cash, in-kind, etc.)
n/a	n/a	n/a	

7. Funding:

a. Attach commitment letters from any organization providing additional funding contribution listed in the table above.

b. Describe any other attempts (including unsuccessful) to secure funding for this project. Rejection letters must also be included in your application packet.

Funding requests were made to two (2) Library Boards which were rejected.

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8. Timeline:

Provide a schedule for project implementation, including a timeline for starting and ending major tasks and project completion.

November 2018 Solicit Designer Services
 December 2018 Retain an architect
 January 2019 Phase 1 Construction Document & Contract Phase for a contractor
 January 2019 Phase 2 Solicitation of a Contractor
 February 2019 Phase 3 Replacing of Roof to begin.
 April/May 2019 Completion of Project

9. Implementation: Who is responsible for overseeing this project?

Name:	Chris Gallagher
Daytime Phone:	(508)3242227
Evening Phone:	(508)922-6715
Email:	cgallagher@fallriverma.org

10. Maintenance:

a. If ongoing maintenance is required, who will be responsible for it?

Facilities Maintenance

b. How will it be funded?

Operational budget and grants

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Maintenance Budget (if applicable)				
Year one	Year two	Year three	Year four	Year five
\$	\$	\$	\$	\$

ADDITIONAL INFORMATION:

11. **Project Documentation:** Attach any applicable engineering plans, architectural drawings, site plans, any other renderings, relevant studies or material.

12. **Other Information:** Please provide any additional information that might benefit the CPC in consideration of this project.

It is recommended that the applicant include a 10% contingency cost for possible cost overruns. Any funds granted and not used must be returned to the Community Preservation Committee.

TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL DATA IN THIS APPLICATION ARE TRUE AND CORRECT. THE DOCUMENT HAS BEEN DULY AUTHORIZED BY THE INDIVIDUAL OR GOVERNING BODY OF THE APPLICANT.			
Authorized Representative			
First Name Chris		Last Name Gallagher	
Title Director of Facilities Maintenance		Telephone Number 5083242227	
Email: cgallagher@fallriverma.org		Fax Number 5083252659	
Signature of Authorized Representative		Date Signed 01/08/2019	

Community Preservation Committee of Fall River, MA

PROJECT CHECKLIST- Disclaimer: This form (checklist) is intended to be a guide only, and not a substitute for due diligence on the part of the applicant. Other provisions and requirements apply.

❖ TAXES

- Paid
- Owed/Amount

❖ LIENS

- Yes
- No

❖ CODE ENFORCEMENT (Are you updated?)

- Fire
- Electric
- Plumbing
- Gas
- Structural
- Handicap
- Building

❖ SUPPORT/PERMISSION (Do you have support and/or letters of approval from...?)

- Owner of building (provide name, address, telephone, email)
- City Department or City Board (provide name, address, telephone, email)
- Organization (provide name, address, telephone, email)

❖ ARCHITECT/LANDSCAPE ARCHITECT/ENGINEER (For Historical Preservation projects)

- Letter Required (In accordance with the Secretary of Interior that it meets the standards)
- Design (You understand you may need architectural designs for your project.)

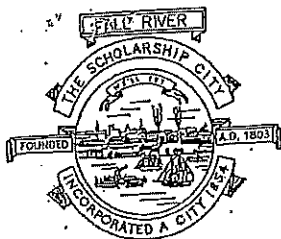
❖ CONTINGENCY (Add it at least 10% contingency on your project.)

❖ DEED RESTRICTION

- I understand there will be a restriction placed on this project.
**Please note – Some projects will not require deed restrictions.

❖ BIDDING PROCESS (Public or Private Projects)

- I understand that this project should get at least 3 bids.



JASIEL F. CORREIA II
Mayor

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

fallriverlibrary.org

LIANE VERVILLE
Library Administrator
lverville@sailsinc.org

December 19, 2018

Community Preservation Committee
Room 321
One Government Center
Fall River, MA 02722

Dear: Community Preservation Committee

On behalf of the Fall River Public Library I fully support and respectfully ask that the Fall River Community Preservation Committee (CPC) consider granting money for the immediate replacement of the Fall River Public Library's roof. Our historic building has structurally sound granite walls with architectural details that are amazing, but this beautiful historic landmark is being damaged by multiple and persistent roof leaks that have caused peeling paint, falling sheetrock, water stains and other hazards.

The library originally opened to the public in 1899. Beginning in 2001, the library underwent a complete restoration. The original building has retained its beauty and historic appeal, but with facilities designed for the 21st century library user. The renovated building opened in 2003 and continues to amaze visitors with its vaulted ceilings, marble accents, and graceful design. Unfortunately, many of our recent visitors have commented on the visible water damage.

The Library seeks to be an integral part of the community by providing all residents with a wide variety of popular and reference materials, resources, technology, and services that facilitate their daily lives and extend their personal and intellectual development. We are still a source for books, but we now offer access to electronic information as well. Currently, due to water leaks, the library has had to rope off part of the reference department, limiting access to our historical newspaper collection, and more than half of the first floor computer lab, limiting access to public computers.

Main Library, 104 North Main Street, Fall River, MA 02720 508-324-2700; FAX 508-324-2707
South Branch, 58 Arch Street-Rear Entrance, Fall River, MA 02724 508-324-2708

4

It is imperative to the preservation of this building that a new roof be installed as soon as possible. The continuance of the roof leaking has caused much damage throughout the library (paint peeling, sheetrock falling, water stains, and potential mold growth). Each rainstorm seems to bring a new problem. It is a shame to see such a beautiful, irreplaceable building neglected and possibly falling into decay because necessary repairs were not done in time to save it. The library is the gem of the city and we would like to see its beauty retained for future generations.

Sincerely,

Liane Verville
Library Administrator

4

December 19, 2018

Chris Gallagher
Department of Community Maintenance
One Government Center
Fall River, MA 02722

Dear Mr. Gallagher:

As Chairperson of the Board of Trustees at the Fall River Public Library, I am writing to you on behalf of my fellow trustees to ask for your support in urging that the library roof repairs be given first priority.

Our historic library needs your help--and sooner rather than later.

The library is falling apart. It is one of the most beautiful buildings in the city. The leaks in the roof have been patched, but that does not seem to help the situation long-term. The problem has become too big for temporary patching to work. With each new storm, the water comes in and leaks through ceilings and walls, leaving large and unsightly messes. The reference room has a large, open hole in the ceiling, and water falls through to the floor below, creating an unsafe environment for both staff and visitors. It portrays the library as being a dilapidated and neglected place. Not only do users of the reference room and bookstore complain--one person even had a piece of plaster fall on her--but I am concerned that someone could be seriously injured in a slip-and-fall accident or if a larger section of plaster falls on someone.

Before this becomes worse, and it does with each rain storm, I urge you to do everything in your power to get this roof replaced. The library is a public building that is heavily used by people of all ages and walks of life, but especially by children. If grant funding is available, the library should be moved to the top of the list. The need for repairs is immediate and urgent.

I will look forward to hearing from you. Please know that your action will be appreciated.

Sincerely yours,

Ronald Caplain
Chairperson Library Board of Trustees

4

CITY OF FALL RIVER
Department of Buildings & Grounds
 Office (508)324-2226 Fax (508)324-2659 Email: cgallagher@fallriverma.org

Work Order Request Form

This Work Order Request Form is intended to assist City of Fall River staff with requesting a service call. All information must be completed, approved by the Department Head and faxed to the number identified above. For emergencies, contact Chris Gallagher at (508)922-6715

DATE: **November 16, 2018**

TIME: **9:30 a.m.**

DEPARTMENT: **Library** TELEPHONE #: **508-324-2700 ext. 112**

REQUESTED BY: **Liane Verville, Library Administrator**

PRINT NAME

AUTHORIZED BY: _____

PRINT NAME SIGNATURE

BUILDINGS (check Building/ Site)

- | | | |
|---|--|--|
| <input type="checkbox"/> Government Center | <input type="checkbox"/> Main Library | <input type="checkbox"/> Pleasant Street Library |
| <input type="checkbox"/> South End Library | <input type="checkbox"/> Pine St. Veterans' Center | <input type="checkbox"/> Incinerator |
| <input type="checkbox"/> Bank Street Armory | <input type="checkbox"/> Water Works | <input type="checkbox"/> Park/Garage |

FIRE STATIONS

- | | | |
|---|--|---|
| <input type="checkbox"/> North End Station | <input type="checkbox"/> North End Garage | <input type="checkbox"/> Candais Fire Station |
| <input type="checkbox"/> Stanley Fire Station | <input type="checkbox"/> Globe Station./Chew Field | <input type="checkbox"/> Eastern Ave. Station |
| <input type="checkbox"/> Head Quarters | <input type="checkbox"/> Central Fire Station | |

POLICE STATIONS

- | | | |
|---|---|--|
| <input type="checkbox"/> New Police Station | <input type="checkbox"/> Old Police Station | <input type="checkbox"/> Animal Control (No Main St. Fire Station) |
|---|---|--|

COMFORT STATION/Parks

- | | | |
|--|--|---|
| <input type="checkbox"/> Bicentennial Park | <input type="checkbox"/> Lafayette Park | <input type="checkbox"/> Maplewood Park |
| <input type="checkbox"/> Britland Park | <input type="checkbox"/> Abbott Park | <input type="checkbox"/> Fr. Travassos Park |
| <input type="checkbox"/> North Park | <input type="checkbox"/> Kennedy Park/Office | |

CEMETERIES

- | | |
|------------------------------------|---------------------------------------|
| <input type="checkbox"/> Oak Grove | <input type="checkbox"/> North Burial |
|------------------------------------|---------------------------------------|

OTHER(please specify location):

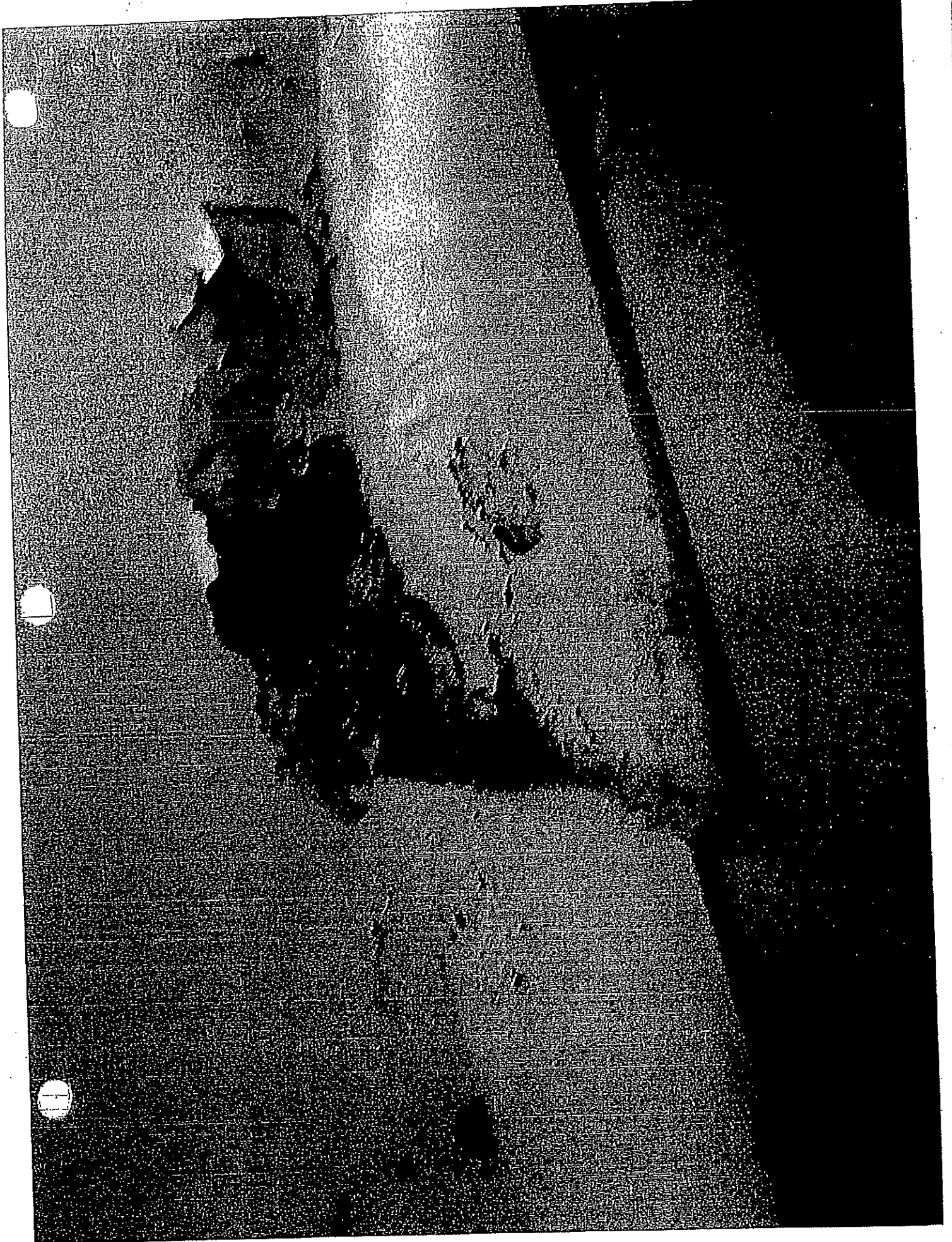
☐ _____

Description/Issue: **Main Library-Reference room ceiling is leaking and I think there is more water damage in that room than there was prior.**

Department of Buildings & Grounds Internal Use ONLY:

Charge to:	Date completed:
Materials used:	Completed by:
Action taken:	

11/16 Brian to check pipe for condensation / wrapping



4

Work Order

Liane Verville <lverville@sailsinc.org>

Fri 11/16/2018 9:40 AM

To: Gallagher, Chris <cgallagher@fallriverma.org>; Moutinho, Tammy <tmoutinho@fallriverma.org>; Kathryn Kulpa <KKulpa@sailsinc.org>; Mary Sahady <msahady@fallriverma.org>;

5 attachments (8 MB)

WORK ORDER REQUEST leak nov 16.docx; ref nov 16 near fireplace.jpg; Ref new Davis painting.jpg; ref ceiling nov 16, 2018 upclose.jpg; ref nov 16 painting of water.jpg;

Hello Chris,

I know you have many work orders for this but here is another one for the Reference Room. The ceiling is leaking pretty good right now and there appears to be more water damage throughout that room. See photos.

Sincerely,

--
Liane Verville
Library Administrator
Fall River Public Library
508-324-2700 ext. 112

Find us on Facebook!

<http://www.facebook.com/FallRiverLibrary>

"The most important asset of any library goes home at night--the library staff."

--Timothy Healy



RAYMOND Design Associates, Inc.
60 Ledgewood Place Rockland, Ma. 02370

MAIN LIBRARY ROOF REPLACEMENT

June 12, 2018

FALL RIVER CAPITAL PLAN ESTIMATING

PROJECT - PUBLIC FACILITIES

		Main Library Roof
CONSTRUCTION COSTS		\$251,570
SITework		\$0
SUB TOTAL	Aug 2018 Construction	\$251,570
CONTINGENCY	5%	\$12,579
GENERAL CONDITIONS (Cost of Presence on Site)		INCL
BONDS	1.25%	\$3,302
INSURANCE	1.25%	\$3,302
PERMIT (Bldg Dept Website)	25 CENTS / SF	\$2,820
ESCALATION		\$12,184
4.5% PA From Aug 18		AUG 2019
OHP 15% MAX		\$14,288
TOTAL OF ALL CONSTRUCTION		\$300,044
DESIGN / MANAGEMENT COST SERVICES ALLOWANCE OF 15% MAX		\$45,007
TOTAL PROJECT COST		\$345,050

SCOPE:

1. Roof of the Main Library is beyond its useful life and requires replacement
2. Access by Crane is estimated as part of the project.
3. Site logistics for storage and disposal are estimated as part of the project.
4. All flashings and vertical terminations are assumed to contain asbestos.
5. Replacement of all roof drains.
6. Roof is estimated with a 20'yr warranty

MAIN LIBRARY ROOF

DIRECT TRADE COSTS \$251,570

MAIN LIBRARY ROOF

CSI CODE	DESCRIPTION	QUANTITY	UNIT	UNIT COST	ESTIMATED COST	SUB	TOTAL	TOTAL	COST
	FLOOR AREAS								
	LOWEST FLOOR	1							
	2ND FLOOR	0							
	3RD FLOOR	0							
	4TH FLOOR	0							
	5TH FLOOR	0							
	ROOF	11,280							

H10 General Conditions

H1010 HOISTING

90 TON Crane
Transport / Permits

20	HR	250.00	5,000	
20	HR	100.00	2,000	7,000

SUBTOTAL

H1011 SITE MANAGEMENT

Storage Fencing
Dumpsters / Disposal

3	DY	500.00	1,500	
4	EA	600.00	2,400	3,800

SUBTOTAL

H1012 SITE SUPERVISION

Superintendent
Ground Labor

3	DY	1,000.00	3,000	
3	DY	750.00	2,250	5,250

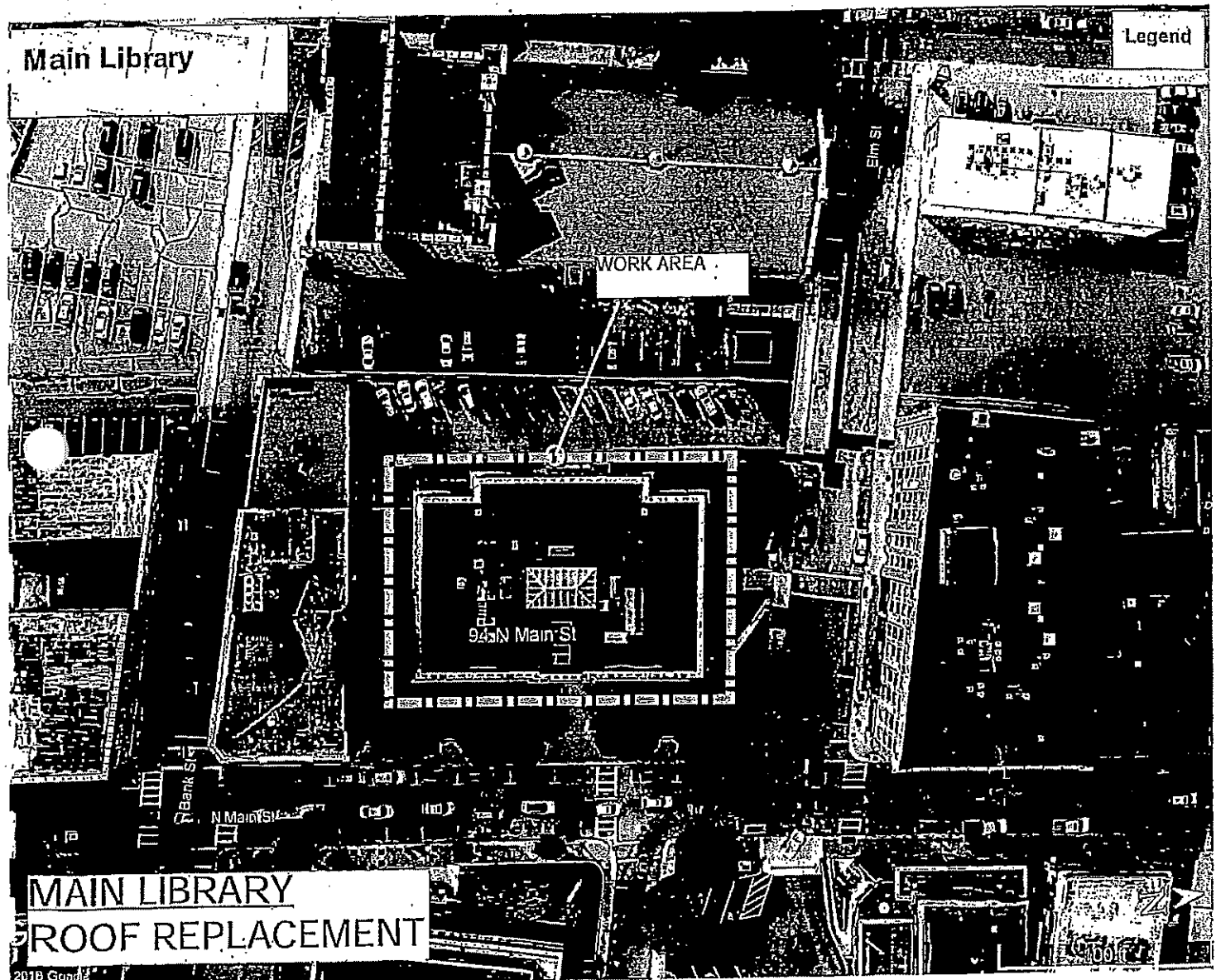
SUBTOTAL

TOTAL GENERAL CONDITIONS \$16,150

MAIN LIBRARY ROOF

CSI CODE	DESCRIPTION	QUANTITY	UNIT	UNIT COST	ESTIMATED COST	SUB TOTAL	TOTAL COST
B30 ROOFING							
B3010	ROOF COVERINGS EDPM 60 ml Adhered Taper Insulation	11,280 2,000	SF SF	14.00 3.00	157,920 6,000	163,920	
	SUBTOTAL						
B3020	ROOF OPENINGS / FLASHINGS Vertical Parapets / Skylite Openings / Penetrations	1,800 15	SF EA	25.00 500.00	45,000 7,500	52,500	\$216,420
	SUBTOTAL						
TOTAL ROOFING							
D20 PLUMBING							
D20	PLUMBING Plumbing Drains	4	EA	1,000.00	4,000	4,000	\$4,000
	SUBTOTAL						
TOTAL PLUMBING							
F20 SELECTIVE BUILDING DEMOLITION							
F2020	HAZMAT ABATEMENT Asbestos Flashings	2,500	SF	6.00	15,000	15,000	\$15,000
	SUBTOTAL						
TOTAL SELECTIVE BLDG DEMO							

4



Main Library

Legend

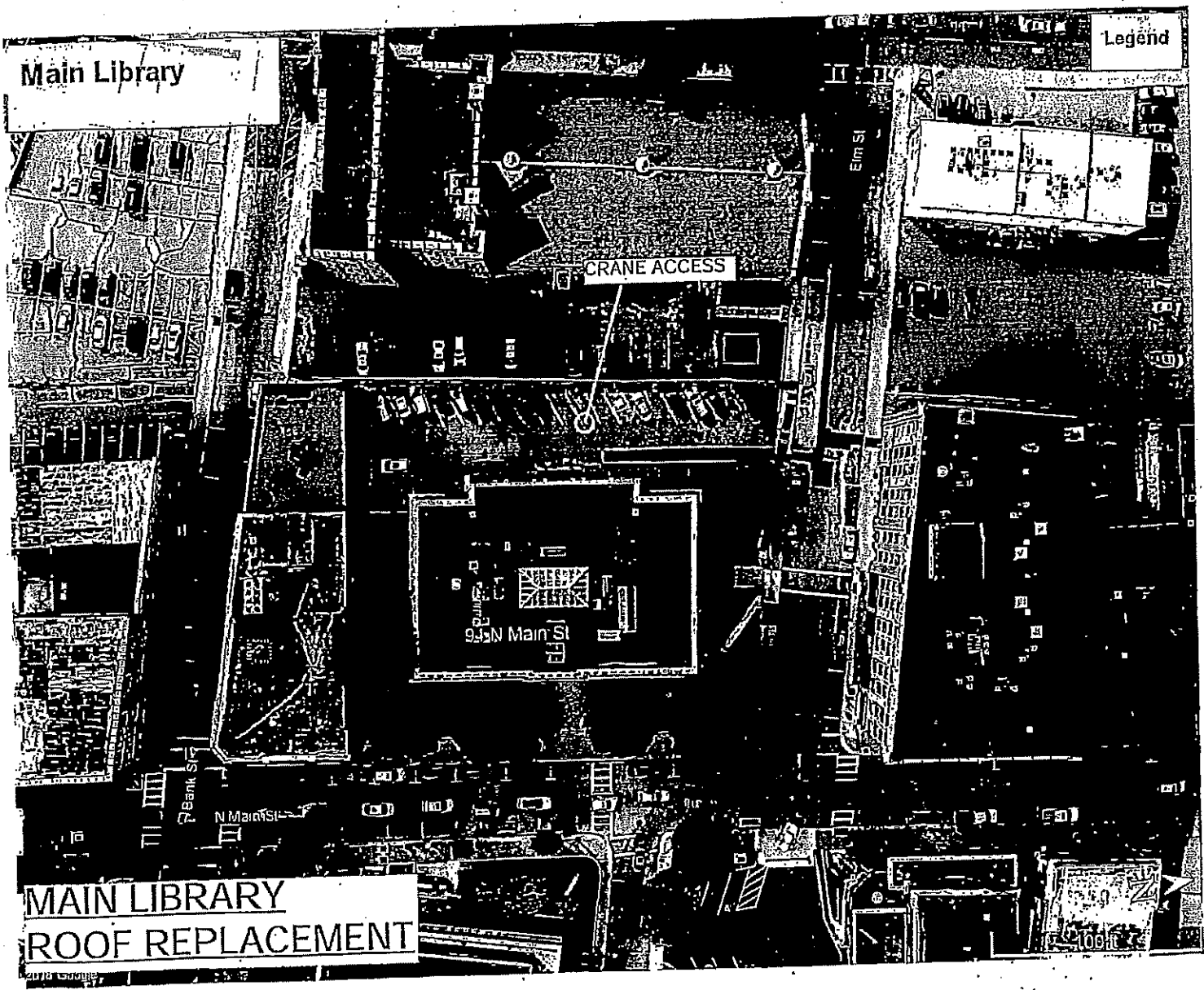
WORK AREA

945 N Main St

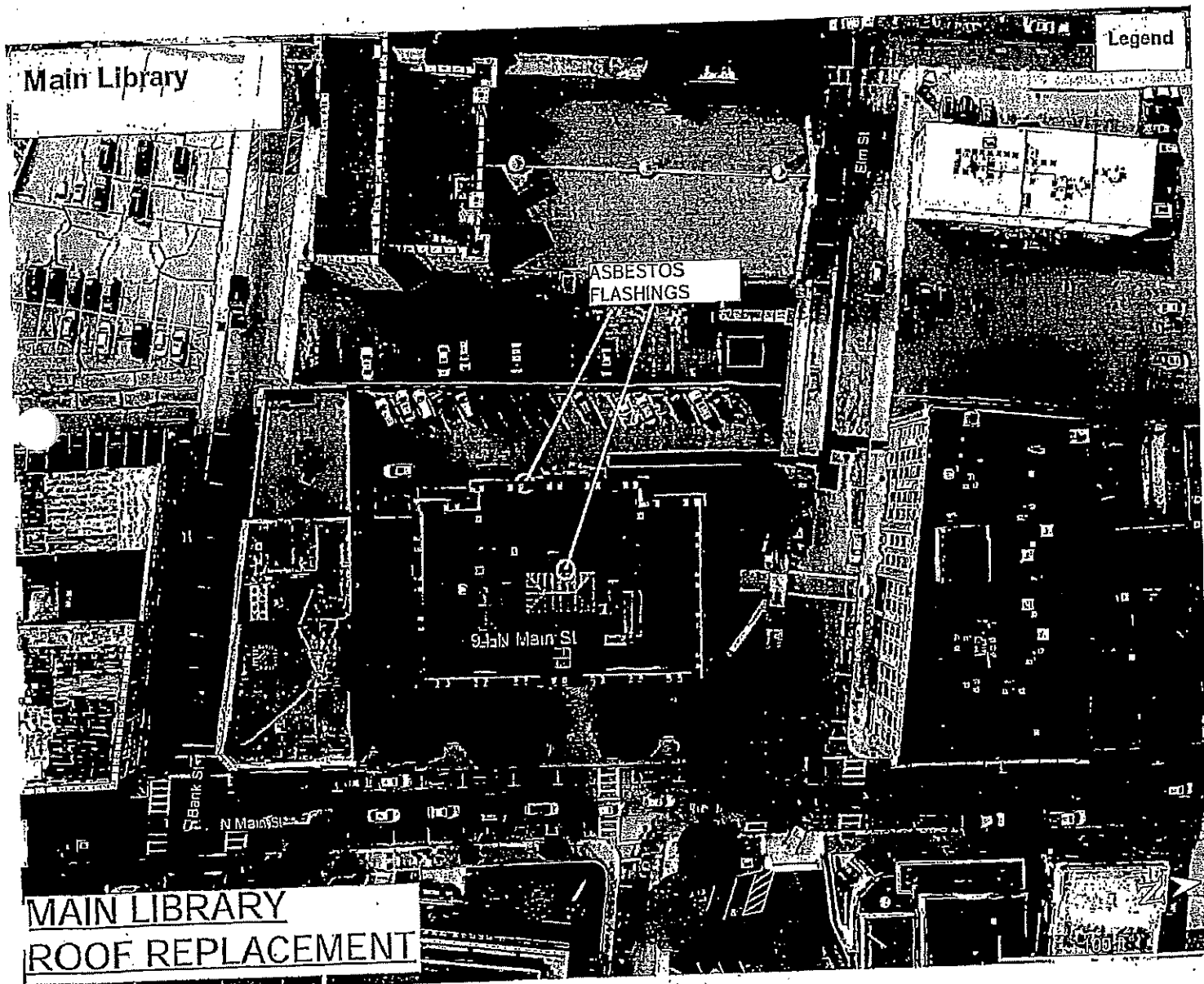
MAIN LIBRARY
ROOF REPLACEMENT

2018 Google

4



4



Apr. 20. 2018 5:05PM

No. 0922 P. 1

4

Fall River Public Library

104 North Main Street
Fall River, MA 02720
508-324-2700
Fax. 508-324-2707
Fallriverlibrary.org

TO: Chris Galligher FROM: Liane Verville
FAX: 508-324-2204 PAGES:
PHONE [Recipient phone number] DATE: 4/20/2018
RE: roof CC: [Names]

☐ Urgent ☐ For Review ☐ Please Comment ☐ Please Reply ☐ Please Recycle

Comments: [Your comments here]

Chris, looks like the roof was done in 1986 and then repaired in 1997.

Apr. 20, 2018 5:06PM

No. 0922 P. 3

APOLLO ROOFING & SHEET METAL, INC.

P.O. BOX 27093
PROVIDENCE, RHODE ISLAND 02907
401-781-2868

4

November 25, 1986

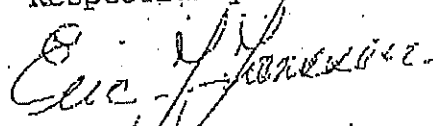
Design and Conservation
Attention: Mrs. Carol Nelson
24 North Water Street
New Bedford, MA 02740

Dear Mrs. Nelson:

RE: FALLRIVER LIBRARY
NORTH MAIN STREET
FALLRIVER, MA

Pursuant to our conversation we have investigated the leak as per your request at the library. We discovered several small penetrations in the membrane behind the north west chimney. We have temporarily repaired these punch holes in an attempt to stop the leaking. We question the origin of these penetrations and whether or not any work has gone on in that area since our completion of the new roof. If our temporary repair is successful, we will return and permanently repair these areas.

Respectfully submitted,



Eric J. Janssen
President

lai.

Apr. 20, 2018 5:05PM

ANNE B. BRENGE CAROL ANN NELSON, A.I.A. CHRISTOPHER T. WISE, A.I.A.

ARCHITECTS AND INTERIOR DESIGNERS

November 28, 1986

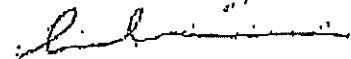
William Hargraves, Director
Office of Historic Preservation
City Hall
Fall River, MA, 02722

RE: Fall River Public Library

Dear Bill,

I am enclosing a copy of a letter I received from Eric Janssen of Apollo Roofing in regard to a roof leak at the Library last week. Although Eric's company has issued a guarantee from Goodyear Rubber Company for the roof at the library, it appears that the present problem might have been caused by other contractors or persons working on the roof. Eric reported that his men found two small penetrations in the new membrane and an area where counter flashings were bent. Please be aware that the membrane can be damaged by sharp tools or high heel shoes etc. and that the guarantee will be void if the roof is damaged by such events. Traffic on this roof should be kept to a minimum and all persons using the roof must wear soft shoes. As there may be other contractors working on the roof in the future, to install elevators, HVAC equipment etc., any future specifications should require stringent protection of the roof membrane. In the meantime, library personell and others using the roof should be made aware of the damage they could cause to the roof membrane. I am sending a copy of this letter to the Library for their information.

Sincerely,



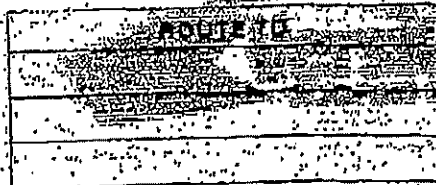
Carol Ann Nelson, AIA

cc: Fall River Public Library
Apollo Roofing

DESIGN & CONSERVATION

24 NORTH WATER STREET, NEW BEDFORD, MA 02740

(617) 997-5977



CARE & MAINTENANCE INFORMATION

Your building is now covered by one of the finest single ply roofing materials and warranties in the market today.

The following items of maintenance information are recommended by the Goodyear Tire & Rubber Company for its VersiGard Roofing System. Although there is no maintenance required for the VersiGard membrane, splice or flashing used in this system, the listing below should be followed in order to insure the longevity of your roof.

- 1) Clogged drains should be avoided to insure equal load across your structure.
- 2) Petroleum products if left to stand on the membrane will have an adverse effect and may degrade the surface of the membrane. Keep all petroleum products off the membrane (solvents, greases, oils or any other liquid containing petroleum products should be kept off the membrane).
- 3) Kitchen waste should not be exhausted onto the roof surface. They could reduce the life of your roof.
- 4) If your roof is to come in contact with any type of contaminant, please contact Goodyear; we have the means of analyzing any materials and will advise its effect on the membrane and its components.
- 5) Foot traffic should be kept to a minimum. Any areas which require normal maintenance within a 30 day period should have walkways to and from, as well as in the work area. Protect your roof!
- 6) Roofing cements under no circumstances shall be used in conjunction with the VersiGard system.
- 7) Temporary repairs can be made with Goodyear G-300LS, permanent repairs are to be made by an authorized Goodyear Master Roofer. Any temporary repairs should be notified to Goodyear in writing.
- 8) Areas such as counterflashings, curbs and pipes should be kept sealed watertight at all times.
- 9) If a leak occurs, don't assume that it is the membrane. Too often most leaks are curb, skylights, hatches, metal work or plumbing problem. Survey the problem first.
- 10) If any new installation is required on your roof, contact Goodyear for a recommendation as to how the unit is to be tied in to your existing roof. New work shall be done by an approved Master Roofer in compliance to the VersiGard specification and warranty.

Remember with proper care and maintenance the Goodyear VersiGard Roofing System will give you years of trouble-free service.

ROOFING SYSTEM GUARANTEE

The Goodyear Tire & Rubber Company warrants that Versigard Roofing Systems, when installed by a roofing contractor approved by Goodyear, will be free of defects in material and workmanship and will provide satisfactory service life without need of maintenance or repair for a period of **10 YEARS** from the date installation is completed. Should the roofing system require repair within this warranty, Goodyear will make the necessary repairs at no charge.

This warranty covers only the roofing system as defined in Goodyear's product literature. It does not cover other materials or preparatory or finishing labor which entails the use of such materials. It does not cover structural damage on the roofing system physically inflicted by accidents, man or man-made causes, acts of God, acts of nature and the like, or wear through misuse or abuse.

Claims under this warranty should be directed to:

The Goodyear Tire & Rubber Company
Roofing Systems, Dept 722
Akron, Ohio 44316

This express warranty is in lieu of all other warranties. Goodyear's responsibility shall not extend beyond the warranty period. Goodyear shall not be liable for damages of any nature for failure of the roofing system and in no event shall Goodyear's liability under this warranty or otherwise exceed the initial cost of installing the Versigard Roofing System. The owner's sole and exclusive right and remedy and Goodyear's sole obligation for any failure of the roofing system shall be as provided under this warranty.

This warranty will extend to the owner identified below for the building specified upon the owner's acceptance of its terms. It shall not be assignable but shall reissue to subsequent owners during the warranty period upon their acceptance of its terms by written signature on a duplicate form and its submittal to Goodyear.



CITY OF FALL RIVER

Building Owner

FALL RIVER LIBRARY, 94 NORTH MAIN STREET, FALL RIVER, MA 02722

Address of Building

6/19/86

Date Installation Complete

AGREED

By Building Owner

9/17/86

Date Final Inspection and Approved

THE GOODYEAR TIRE & RUBBER COMPANY

By R. J. Collins
Serial Number 9809

Please sign and return duplicate to Goodyear in postpaid free envelope.

Apr. 20, 2018 5:06PM

No. 0922 P. 6



ROUTE TO

4

CARE & MAINTENANCE INFORMATION

Your building is now covered by one of the finest single ply roofing materials and warranties in the market today.

The following items of maintenance information are recommended by the Goodyear Tire & Rubber Company for its Versigard Roofing System. Although there is no maintenance required for the Versigard membrane, splice or flashing used in this system, the listing below should be followed in order to insure the longevity of your roof.

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- 2) Petroleum products if left to stand on the membrane will have an adverse effect and may degrade the surface of the membrane. Keep all petroleum products off the membrane (solvents, greases, oils or any other liquid containing petroleum products should be kept off the membrane).
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- 5) Foot traffic should be kept to a minimum. Any areas which require normal maintenance within a 30 day period should have walkways to and from, as well as in, the work area. Protect your roof!
- 6) Roofing cements under no circumstances shall be used in conjunction with the Versigard system.
- 7) Temporary repairs can be made with Goodyear G-300LS; permanent repairs are to be made by an authorized Goodyear Master Roofer. Any temporary repairs should be notified to Goodyear in writing.
- 8) Areas such as counterflashings, curbs and pipes should be kept sealed watertight at all times.
- 9) If a leak occurs, don't assume that it is the membrane. Too often most leaks are curb, skylights, hatches, metal work or plumbing problem. Survey the problem first.
- 10) If any new installation is required on your roof, contact Goodyear for a recommendation as to how the unit is to be tied in to your existing roof. New work shall be done by an approved Master Roofer in compliance to the Versigard specification and warranty.

Remember with proper care and maintenance the Goodyear Versigard Roofing System will give you years of trouble-free service.

M-1000 (11-81)

The Goodyear logo consists of the word "GOODYEAR" in a bold, sans-serif font. A stylized winged foot is positioned above the letter "Y".

Apr. 20. 2018 5:06PM

No. 0922 P. 7

4

ANNE B. BRENNER CAROL ANN NELSON, AIA. CHRISTOPHER T WISE, AIA.
ARCHITECTS AND INTERIOR DESIGNERS

April 14, 1986

William Hargraves, Director
Office of Historic Preservation
City Hall
Fall River, MA, 02722


RE: Fall River Public Library

Dear Bill,

On April 2, 1986, I inspected the condition at the perimeter of the roof at the Fall River Public Library and found that the roof boarding at the flat edge between the sloped roof and the parapet had deteriorated. As the new membrane roofing is adhered to a new insulation layer that must be firmly fastened to this decking to prevent roof blow-off in high winds, the problem of deteriorated decking must be resolved. I discussed two methods of resolving this problem with Eric Jensen of Apollo Roofing, roofing subcontractor to Eastern Construction. He has outlined two options on the enclosed work scope.

In the first option, the deteriorated decking would be removed, a thicker layer of insulation would be installed at the roof edge, to make up the difference in height, and new roof membrane adhered directly to the insulation. In the second option, the deteriorated decking would be left in place and the new roofing held down with paver blocks. The cost of the first option would be \$8981.50 and the cost of the second option \$7474.50. As the cost differential between the two options is small, I recommend the contract be amended with a change order to include the additional work described as option one. I have prepared a change order for your use if you concur with my recommendation.

Sincerely yours,


Carol Ann Nelson, AIA

DESIGN & CONSERVATION

24 NORTH WATER STREET NEW BEDFORD, MA 02740

(617) 997-5977

Apr. 20, 2018 5:06PM

No. 0922 P. 8

APOLLO ROOFING & SHEET METAL, INC.

P.O. BOX 27093
PROVIDENCE, RHODE ISLAND 02907
401-781-2868

4

April 7, 1986

Design & Conservation
24 North Water Street
New Bedford, MA
Attn: Mrs. Carol Nelson

Dear Mrs. Nelson:

ROOFING FALL RIVER LIBRARY

ROOFING -- Deteriorated wood substrate under existing built-up roofing system at base of perimeter parapet walls.

1st. At the existing roofing system back approximately 4' four feet from the edge the parapet where the roof abuts.

2nd. Remove the existing roofing system, base flashing, and deteriorated wood.

3rd. Over the exposed surface install a layer of 2" N.R.G. barrier board insulation embedded into a solid pouring of hot steep asphalt.

4th. The new Versigard membrane will extend down from the sloped roof covering the new 2" insulation and turn up the vertical surface of the parapet wall terminating under the existing counter flashing. The membrane will be fully adhered.

5th. Where the membrane turns up the parapet wall install a new pressure treated 1"x4" vertical nailer as per GoodYear drawing number GY-6110.

6th. Cover the new wood nailer with a 9" strip of Versigard uncured membrane fully adhered.

Proceed with the new roofing system as per original drawing and specifications.

ALTERNATE METHOD

1st. Instead of removing the deteriorated substrate, go over the existing surface with the layer of 1" N.R.G. Barrier board loosely laid.

2nd. Proceed in installing the new membrane in the same manner as above adhered to the insulation and the existing reinforced fabric base flashing.

3rd. Install a vertical nailer and 9" uncured membrane in the same manner as above.

4th. Over the area where the insulation is loosely laid install a second layer of .060 Versigard membrane. Over the top surface of the second layer of membrane install concrete roof pavers 12"x12" for ballast approximate weight 11 lbs. each.

Apr. 20. 2018 5:06PM

No. 0922 P. 9

APOLLO ROOFING & SHEET METAL, INC.

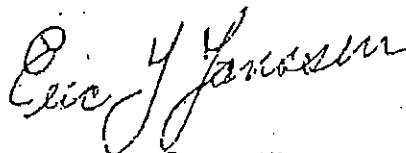
P.O. BOX 27093
PROVIDENCE, RHODE ISLAND 02907
401-781-2868

4

April 7, 1986
Page Two

We cannot guarantee that if the alternate method is used that the trapped moisture will not cause problems in future with the bonding adhesive.

Apollo Roofing & Sheet Metal, Inc.



Eric J. Janssen
President

lai

4

Apr. 20, 2018 5:06PM



City of Fall River, Massachusetts

PUBLIC LIBRARY

REGINA E. SLEZAK
LIBRARY ADMINISTRATOR

104 NORTH MAIN STREET
FALL RIVER, MA 02720-2122
508-324-2700
VOICE/TTY
FAX 508-324-2707

To: Ron Costa, Administrator of Public Works

From: Regina E. Slezak, Library Administrator *ROS*

Date: June 22, 1997

Subject: Repairs to Main Library Roof

Enclosed are specs for the repairs needed to the Main Library roof. According to Arlene these need to be sent out on a requisition from your department. Also enclosed are three quotes received earlier that Purchasing says cannot be used but provide an idea of the cost. These companies could be sent the specs. Also send specs to Apollo Roofing, 316 Lockwood Avenue, Providence, RI as they installed the roof.

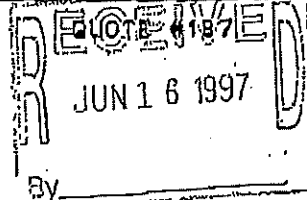
Apr. 20. 2018 5:06PM

97-06-16 15:57 UNIVERSAL ROOFING CO.

P. 1

Proposal

Page No. of Pages

**UNIVERSAL ROOFING
& SHEET METAL CO., INC.**25 Nauset St. P.O. Box N-1122
NEW BEDFORD, MA 02746
993-5363 994-8482

PROPOSAL SUBMITTED TO Collins Construction Co.		PHONE 678-5201	DATE 6/16/97
STREET PO BOX 2569		JOB NAME ROOF REPAIRS TO FALL RIVER PUBLIC LIBRARY	
CITY, STATE AND ZIP CODE Fall River, MA 02722		JOB LOCATION N. MAIN ST., FALL RIVER, MA	
ARCHITECT 	DATE OF PLANS 	JOB PHONE 	

We hereby submit specifications and estimates for:

Furnishing the following Labor and Material for the above mentioned project.

- A.) Re-strip approximately 65' of flashing located in front of building
- B.) Repair flashing which is in question according to manufacturer's recommendations
- C.) Price includes all hoisting and rigging

We propose hereby to furnish material and labor — complete in accordance with above specifications, for the sum of:

TWO THOUSAND SIX HUNDRED THIRTY TWO AND 00/100 — — — — — dollars (\$ 2,632.00).

Payment to be made as follows:

upon completion

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practice. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Authorized
Signature**UNIVERSAL ROOFING CO., INC.**NOTE: This proposal may be withdrawn by us if not accepted within **30** days.

Acceptance of Proposal — The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance: Signature Signature

Apr. 20, 2018 5:07PM

No. 0922 P. 12

0

0

Paul Caron
President



Proposal
Quality Roofing, Inc.

71 Belmont Street Fall River, MA 02720
Telephone (508) 675-9977

RUBBER ROOFING, SHINGLES
SEAMLESS GUTTERS, PAINTING



RECEIVED
JUN 17 1997

PROPOSAL SUBMITTED TO COLLINS CONSTRUCTION		PHONE	DATE 6/17/97
STREET 33 SWINDELL STREET FALL RIVER, MA		JOB NAME FALL RIVER PUBLIC LIBRARY	
CITY, STATE AND ZIP CODE		JOB LOCATION	
ARCHITECT	DATE OF PLANS	JOB PHONE	

We hereby submit specifications and estimates for:

THE FOLLOWING IS OUR QUOTATION TO FURNISH LABOR AND MATERIALS TO DO THE WORK DESCRIBED BELOW:

1. INSPECT ROOF FOR ANY DEFECTS INCLUDING SEAMS THAT HAVE SPLIT OPEN OR ANY CUTS IN THE MEMBRANE.

2. ALL AREAS WHICH ARE CAUSING PROBLEMS SHALL BE FLASHED WITH AN UNCURED FLASHING MEMBRANE WHICH WILL BE PROPERLY ADHERED TO PROVIDE A WATERTIGHT JOINT SYSTEM.

We Propose hereby to furnish material and labor — complete in accordance with above specifications, for the sum of: Three Thousand Two Hundred and 00/100 Dollars \$3,200.00

Payment to be made as follows: _____ dollars (\$ _____).

PAYMENT DUE AT COMPLETION OF JOB

Material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or beyond our control. Owner to carry fire, tornado and other necessary insurance. Our work is fully covered by Workman's Compensation Insurance.

Authorized
Signature

Paul Caron

NOTE: This proposal may be withdrawn by us if not accepted within _____ days.

Acceptance of Proposal — The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Signature _____

Date of Acceptance: _____

Apr. 20, 2018 5:07PM

Page No. 1 of 1

HYDRO-STOP ROOFING SYSTEMS

Edmond R. Jean
43 Water Street
ASSONET, MASSACHUSETTS 02702

(508) 644-3480

RECEIVED
APR 21 1997

PROPOSAL

4

TO COLLINS CONSTRUCTION CO.
33 SWINDELL STREET
P.O. BOX 2569
FALL RIVER, MA 02722

PHONE

678-5201

DATE

4/17/97

JOB NAME / LOCATION

FALL RIVER PUBLIC LIBRARY
N. MAIN STREET
FALL RIVER, MA

JOB NUMBER

2403

JOB PHONE

We hereby submit specifications and estimates for:

WE WISH TO SUBMIT OUR QUOTATION FOR FURNISHING LABOR AND MATERIALS TO
PERFORM THE FOLLOWING WORK:

1. MAKE ALL NECESSARY REPAIRS TO RUBBER ROOF BY FLASHING IN APPROX. 60 FT AT
BASE OF WALL IN FRONT OF BUILDING.
2. ALSO FLASH IN AREAS ON ROOF WHERE EXISTING FLASHING HAS LET GO THIS WILL
BE DONE BY USING A NEOPRENE FLASHING MATERIAL WHICH WILL BE FABRICATED TO
DETAIL ON JOBSITE. THIS WILL BE PROPERLY CLEANED, GLUED, AND CAULKED
ACCORDING TO MANUFACTURERS SPECIFICATIONS.

We Propose hereby to furnish material and labor — complete in accordance with the above specifications, for the sum of:

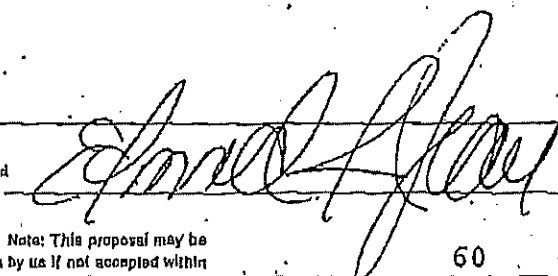
Two Thousand Eight Hundred Fifty and 00/100 Dollars

dollars (\$ 2,850.00)

Payment to be made as follows:

BALANCE DUE UPON COMPLETION OF WORK

All material is guaranteed to be as specified. All work to be completed in a professional manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Worker's Compensation Insurance.

Authorized
Signature


Note: This proposal may be
withdrawn by us if not accepted within

60

Days

Acceptance of Proposal

— The above prices, specifications
and conditions are satisfactory and are hereby accepted. You are authorized
to do the work as specified. Payment will be made as outlined above.

Signature

Signature

Apr. 20. 2018 5:07PM

No. 0922 P. 14

4

COLLINS CONSTRUCTION CO., INC.

GENERAL CONTRACTORS

33 Swindells St.
P.O. Box 2569
Fall River, Mass. 02722
(508) 678-5201
Fax (508) 672-2960

June 18, 1997

Fall River Public Library re: Main Branch
North Main St.
Fall River, MA.

Attn: Regina Slezak

Dear Ms. Slezak:

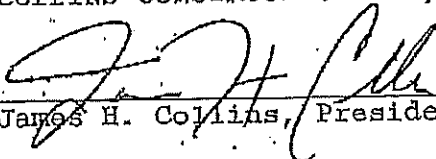
Enclosed are three competitive bids for repair work of the roof at the above mentioned building.

I have worked with all three of the sub-contractors in the past and feel confident that the scope of work is understood.

Although all three of these proposals are addressed to Collins Constuction, the sub-contractors are aware they will be working directly for the City of Fall River.

We hope this information is helpful.

Very truly yours,
COLLINS CONSTRUCTION CO., INC.


James H. Collins, President

JHC/nsf

Encl.

Apr. 20. 2018 - 5:07PM

No. 0922 P. 15

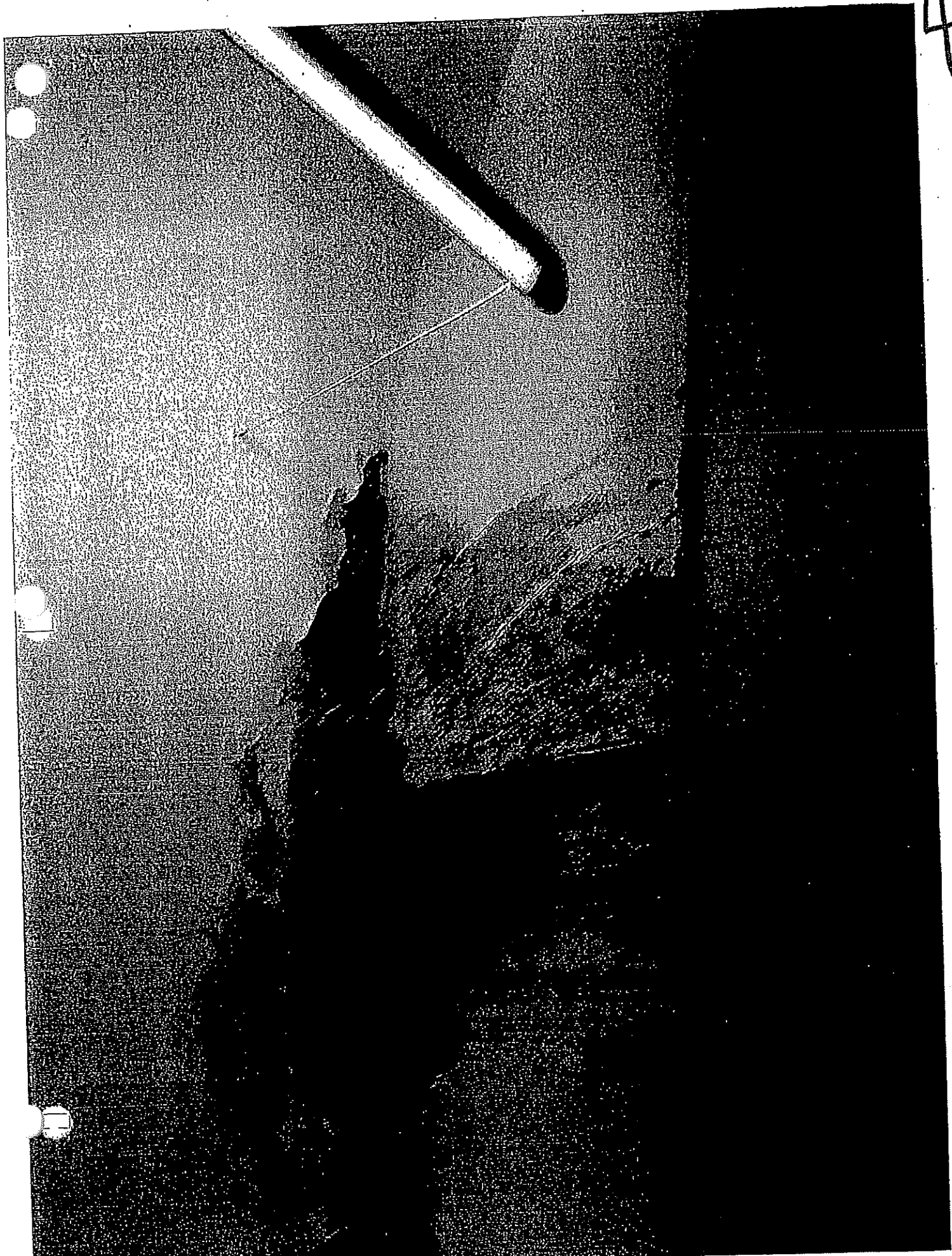
4

The City of Fall River Department of Public Works is seeking quotations for repairs to the roof of the Main Library of the Fall Public River Public Library, 104 North Main Street, Fall River, MA.

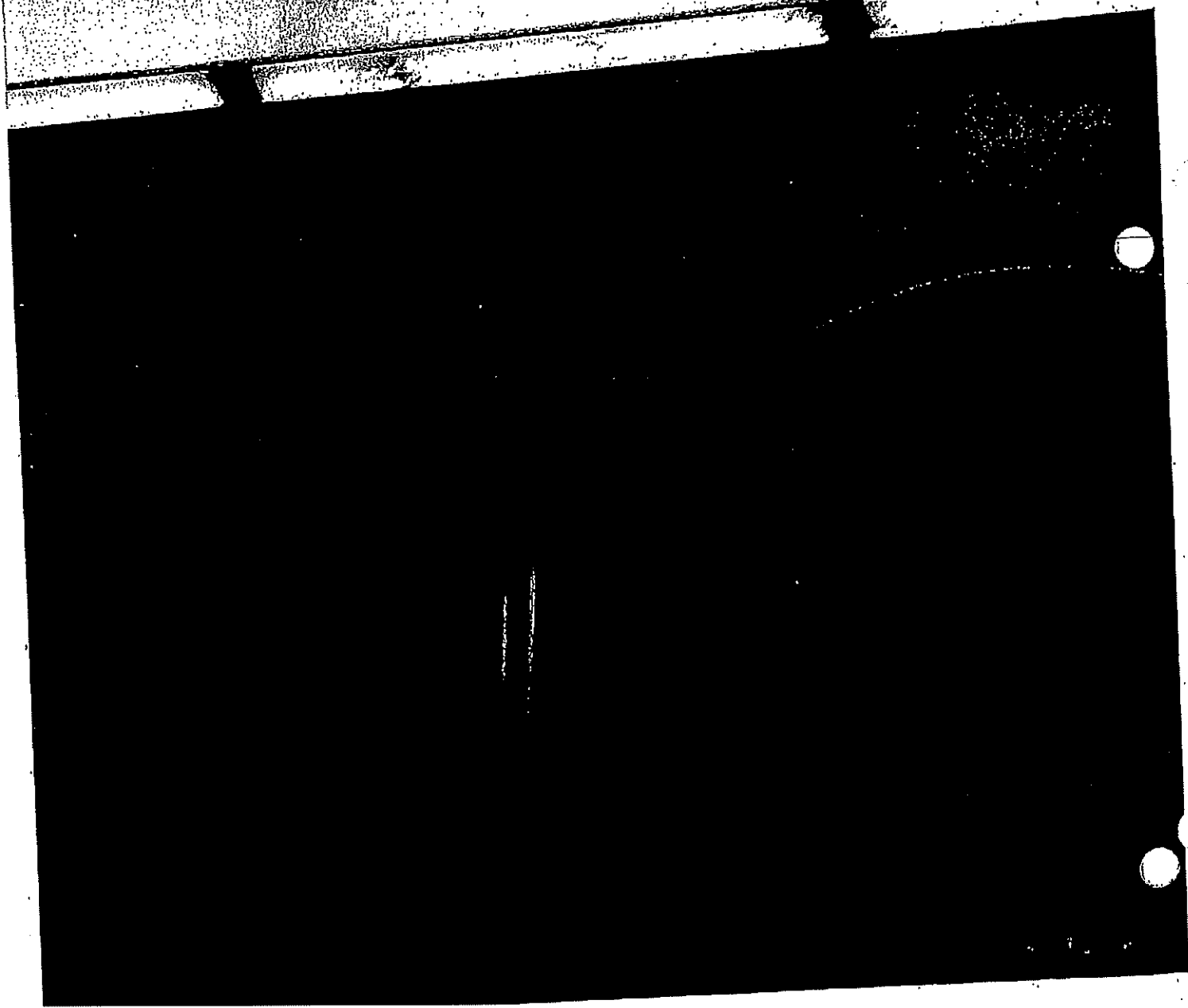
Quotations are sought for the following:

1. Re-strip approximately 65 feet of flashing located in front of building.
2. Repair flashing in areas on roof where existing flashing has let go.

The roof is a fully adhered Goodyear Versigard .060 EPDM rubber membrane. All repairs must be done according to manufacturer's specifications.



4



4

Resolution – Hospitalization of police officers due to a malfunction in some police cruisers

CITY OF FALL RIVER

5

To the City Council

Councillors:

The Committee on Public Safety, at a meeting held on February 19, 2019 voted unanimously to recommend that the accompanying resolution be granted leave to withdraw, with Councilor Derek R. Viveiros absent and not voting.

Charmen A. Taylor
Clerk of Committees

City of Fall River, In City Council

5

(Councilor Bradford L. Kilby)

WHEREAS, it has been brought to the attention of the City Council that police officers have been hospitalized due to a malfunction in some police cruisers, now therefore

BE IT RESOLVED, that the Committee on Public Safety convene a meeting as soon as possible to discuss this very important matter.

In City Council, September 11, 2018
Adopted

A true copy. Attest:

Alison M. Bouchard

City Clerk

CITY OF FALL RIVER

To the City Council

Councillors:

The Committee on Public Safety, at a meeting held on February 19, 2019 voted unanimously to recommend that the accompanying resolution be granted leave to withdraw, with Councilor Derek R. Viveiros absent and not voting.

Callen A. Taylor
Clerk of Committees

City of Fall River, In City Council

(Councilor Bradford L. Kilby)

6

WHEREAS, there has been an increase in violent crime in the City of Fall River causing many of our residents to feel unsafe, and

WHEREAS, this increase in crime is causing residents and business owners to request a greater police presence throughout our city, and

WHEREAS, the budget season for next fiscal year is approaching and budget discussions are beginning, now therefore

BE IT RESOLVED, that the Committee on Public Safety convene with the Chief of Police and the Administration to discuss methods to increase police presence for public safety, including surveillance cameras, police walking beats, overtime and other methods to increase public safety for our residents, and

BE IT FURTHER RESOLVED, that the Committee on Public Safety hear directly from the Chief of Police his "wish list" for the next fiscal year budget.

In City Council, February 5, 2019
Adopted

A true copy. Attest:

Alison M. Bouchard

City Clerk

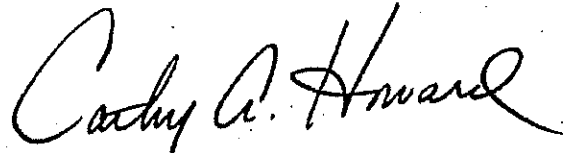
Order – Requesting an easement over City property for Eric J. and Carol A. LePage on the south side of 439 Martine Street

CITY OF FALL RIVER

To the City Council

Councillors:

The Committee on Real Estate, at a meeting held on February 27, 2019, voted 3 yeas to recommend that the accompanying order be adopted.



Assistant Clerk of Committees

City of Fall River, In City Council

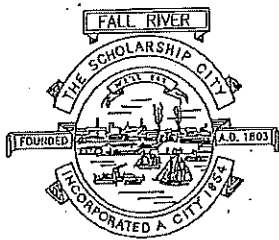
7

ORDERED, that the Mayor be and is hereby authorized to grant an easement to Eric J. LePage and Carol A. LePage of 439 Martine Street in the City of Fall River, Massachusetts, as described in the grant of easement attached hereto.

CITY OF FALL RIVER
IN CITY COUNCIL

FEB - 5 2019

*Referred to the
Committee on Real Estate*



JASIEL F. CORREIA II
Mayor

City of Fall River
Massachusetts
Office of the Mayor

7
RECEIVED

2019 JAN 28 PM 4:11

CITY CLERK _____
FALL RIVER, MA

January 28, 2019

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

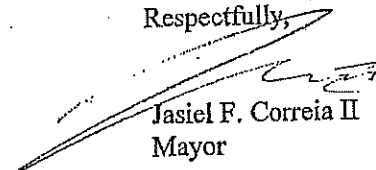
Re: Easement Eric J. and Carol A. LePage

Mr. President and Members of the Honorable Council:

Attached is correspondence from Corporation Counsel enclosing a request from Attorney Mark Levin requesting an easement over City property for the owners of LePages Restaurant. Attorney Levin's letter is self explanatory.

This matter is forwarded to you for your consideration and action.

Respectfully,


Jasiel F. Correia II
Mayor

CITY OF FALL RIVER
IN CITY COUNCIL

FEB - 5 2019

*Referred to the
Committee on Real Estate*

7

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

January 28, 2019

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

Re: Easement Eric J. and Carol A. LePage

Dear Mayor,

Attached is a request from Attorney Mark Levin representing the above owners of LePage's Restaurant requesting an easement over City property. Attorney Levin's letter is self explanatory. Significantly, Attorney Levin states that the "encroachments" do not impact the already existing bike path.

I suggest this matter be forwarded to the City Council for action.


Joseph I. Macy, Corporation Counsel

CITY OF FALL RIVER, MA
LAW DEPT.

18 DEC 10 PM 1:48

MARK L. LEVIN

LAW OFFICES

LEVIN & LEVIN

138 ROCK STREET
P.O. BOX 2566
FALL RIVER, MA 02722

TELEPHONE: 508-678-2824
FACSIMILE: 508-677-4630

November 30, 2018

Joseph I. Macy, Esquire
Fall River Corporation Counsel
One Government Center
Fall River, MA 02722
E-Mailed and hand delivered

RE: Eric J. LePage and Carol A. LePage
Premises: 439 Martine Street, Fall River, MA

Dear Attorney Macy:

As you recall this office represents Eric J. LePage and Carol A. LePage, who owns the land and building housing a restaurant with associated improvements at 439 Martine Street, Fall River, MA. As I explained to you, my clients, received an order of taking by the City of Fall River along the southerly boundary of their property in 2005. The plan that was included of the taking indicated that their shed and trailer was within the taking area along with a corner of their concrete ramp. They removed both the trailer and shed and had intended to cut 3 feet off of the concrete ramp so as not to encroach in the area taking. See copy of the plan provided to my clients with the order of taking.

After they removed the shed and trailer, they decided they were going to make some exterior improvements to their property. They engaged a surveyor to make a survey of their property so that they would accurately remove the few feet of the concrete ramp that was shown to encroach in the railway/bike path area as indicated by the plan prepared by the City. To their surprise, they learned that the cities survey was in accurate. Not only is all of the concrete ramp within the railway area, but part of their building consisting of a wood addition, a fence and trash receptacle, a concrete block addition and the portion of their covered patio is within the railway area. These portions of their building include their kitchen, their walk-in freezer/cooler, their food preparation room, and obviously, seating in their patio. My clients inform me that other than cosmetic improvements to the exterior of the property, the former owners, The Fall River Bowling Green Club, Inc., had made these improvements and clearly existed for many years prior to my clients purchase of their property in 1991.

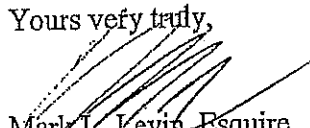
The was the first time my clients had an actual survey of their property and these improvements, which are quite old, were in existence at the time of the taking by the City of Fall River. My clients were at the point to finance major exterior and interior improvements to the property, which caused them to have a survey as the lender noted the taking in their title examination and wanted to make sure that my clients removed the encroaching items noted on the taking plan. They obviously cannot finance the property without an easement from the City of Fall River to maintain the portions of their building

7

and seating, which if removed would significantly affect the operations of their business. Further, my clients have maintained the grass and had planted flower beds to beautify the area behind their building which is no closer than 8.3 feet from the paved bike path. They will continue to maintain the grass and seed the same as necessary and maintain the flower beds. None of these improvements encroach on the paved bike path nor will they in the future.

I am enclosing herewith the proposed easement and exhibits to be presented to the City Counsel for approval. Hopefully, it can go to the Real Estate Committee and the City Counsel in the same evening. Please advise when you will place this on the agenda so I may attend and explain the error in the original taking plan which led my clients to believe that there was no issue affecting their building and business.

Yours very truly,


Mark L. Levin, Esquire
Levin & Levin

MLL:tp

wp51: letters. A-L: LePage, Eric & Carol. Macy. letter

E-Mail: lawoffice@levin-levinlaw.com

Website: levinandlevinlaw.com

7

Property:
Land south of 439 Martine Street
Fall River, MA 02723

EASEMENT

This grant of Easement is made by **The City of Fall River**, a municipal corporation located at One Government Center Fall River, Massachusetts ("Grantor"), to Eric J. Lepage and Carol A. Lepage, both of 439 Martine Street, Fall River, MA 02723 (the "Grantee"), for and in consideration of the sum of \$1.00 (One Dollar), the receipt of which is hereby acknowledged.

WHEREAS, the Grantor is the owner of certain license from the Commonwealth of Massachusetts acting by and through its Department of Environmental Protection, No. 10323 recorded with the Bristol County Fall River District Registry of Deeds in Book 6025 Page 207, and a permanent easement from the Commonwealth of Massachusetts acting by and through its Division of Capital Asset Management and Maintenance and on behalf of the Executive Office of Transportation and Construction for real property located on the south side of 439 Martine Street, in Fall River, Bristol County, Massachusetts, as more particularly being a portion of real estate described in a Taking by the Grantor approved on March 9, 2005 recorded with the Bristol County Fall River District Registry of Deeds in Book 5809, Page 71, which is also shown on plan recorded with said Registry at Plan Book 134, Page 68, the portion of which are the premises subject to this Easement (the "Burdened Premises"). The Burdened Premises are described in Exhibit A attached hereto and incorporated by reference herein and also shown on a plan attached hereto as Exhibit B; and

WHEREAS, the Grantee is the owner of certain real property located immediately adjacent to and contiguous with the northerly sideline of the Burdened Premises on the south side of Martine Street, in Fall River, Bristol County, Massachusetts, as more particularly described in a deed from Fall River Bowling Green Club, Inc. to the Grantee dated August 29, 1991 recorded with the Bristol County Fall River District Registry of Deeds in Book 2368, Page 227 (the "Benefited Premises"), which Benefited Premises; and

WHEREAS, Grantor and Grantee have agreed that the within Easement expresses fully the grants, terms, conditions and obligations with respect to said easement, as more fully set forth herein.

NOW THEREFORE, for good and valuable consideration, and intending to be bound hereby, the Grantor hereby grants to the Grantee the following easement, and the Grantee hereby agrees to the following restrictions, conditions, and obligations, all subject to the terms and conditions contained herein:

1. (a) The Grantor does hereby grant and convey to the Grantee, without covenants, upon and subject to the terms and conditions herein contained, for the benefit of the Benefited Premises and running with and as appurtenant to the Benefited Premises, in common with Grantor for the purposes herein described, the perpetual right and easement in, on, over and across the Burdened Premises in its entirety for the purpose of access, egress and ingress on foot and in motor vehicles, to pass and repass from the Grantee's land to the Benefited Premises, and for the maintenance,

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repair and replacement of the existing wood addition to the Grantee's building, fence and trash receptacle, concrete ramp and covered patio, utilities, and landscaping all in conjunction with the maintenance and use of the Benefited Premises as shown on the attached plan Exhibit B. The easement granted pursuant to the preceding sentence shall include, without limitation, the right to perform at the Grantee's sole cost and expense reasonable construction, maintenance and repair work in and on the Burdened Premises as necessary or desirable to maintain the existing wood addition to the Grantee's building, concrete ramp and covered patio, utilities, and landscaping, including grading, removal of vegetation, and installation of landscaping and seeding to prevent erosion, and planting of flower beds within the Burdened Premises.

(b) The Grantee shall maintain the Burdened Premises in an aesthetically pleasing condition, including but not limited to, cutting grass, removing weeds and replacing grass as necessary and planting of flower beds. The Grantee shall not maintain

2. The Grantee agrees to indemnify and hold the Grantor harmless from and against all costs, claims, expenses, damages (including personal injury and property damage), and liabilities of any nature whatsoever (including, without limitation, court costs and reasonable attorney's fees), incurred by the Grantor (a) as a result of or in connection with any personal injury or property damage that occurs in, on, or around the Burdened Premises in connection with any exercise of the rights granted to the Grantee hereunder, (b) as a result of or in connection with any failure by the Grantee to comply with the provisions of the instrument, or (c) otherwise resulting from or relating to any exercise of the right granted to the Grantee hereunder, unless such cost, claim, expense, damage or liability is a result of the conduct of the Grantor or the Grantor's agent, employees, invitees or contractors.

3. As used herein, the terms "Grantor" and "Grantee" shall include their respective heirs, legal representatives, successors, assigns, and successors in title, and the rights, agreements, and obligations contained herein shall be covenants running with the land and shall be binding upon and inure to the benefit of the parties hereto and those claiming title to or interest in the Burdened Premises and/or the Benefited Premises.

Executed as an instrument under seal this _____ day of _____, 20____

GRANTOR:

The City of Fall River

By: _____ Mayor

In City Council adopted on _____, 2019.

Approved by Mayor on _____, 2019.

COMMONWEALTH OF MASSACHUSETTS

Bristol, ss:

On this _____ day of _____, 20____, before me, the undersigned notary public, personally appeared _____, Mayor of the City of Fall River (the "Company") proved to me through satisfactory evidence of identification, which was a MA driver's license, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she/they signed it voluntarily for its stated purpose, and acknowledged the foregoing to be the free act and deed of said **The City of Fall River**.

Notary Public:

My Commission Expires:

Approved as to form

By Corporation Counsel

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EXHIBIT A

Beginning at a point on the northerly side of land held by the Grantor by an easement and license from the Commonwealth of Massachusetts, said point being 67.71 feet from the southerly side of Martine Street, Fall River, Massachusetts and said point being the northwesterly corner of a private way known as Estes Street; thence running S 11° 34' 18" W a length of 20.00 feet for a corner; thence turning and running southeasterly parallel with the northerly side line of the Grantor's land, 130.00 feet, for a corner; thence turning and running N 11° 34' 18" W a length of 28.00 feet to a point on the northerly side of the land of the Grantor and the south side of the Grantee's land; thence turning and running northwesterly along the northerly boundary of the Grantor's land the point and place of beginning.

PLAN REFERENCES:

1. SEE LAYOUT 15044 WA DOT FOR LAYOUT OF MARTINE STREET AND ROUTE 195 AS WELL AS DISCONTINUANCE OF ROUTE 195. THIS LAYOUT WAS PREPARED BY THE MASS HIGHWAY DEPARTMENT. MATHEMATICAL CORRECTIONS NOT CONCLUDED IN REGENCY OF DENIS COPIES.
2. PLAN OF RAILROAD PROPERTY PREPARED FOR THE CITY OF FALL RIVER BY VANASSE HANGEN BROSITEN, INC. DATED 10/27/2004 RECORDED IN PLAN BOOK 134 PAGE 64.
3. RIGHT OF WAY TRACK MAP, OLD COLONY RR. CO OPERATED BY THE NEW YORK NEW HAVEN AND HARTFORD R.R. CO FROM MOUNT PLEASANT TO WATERPURY, STATIONED ALONG THE RAILROAD RIGHT OF WAY, DATED JAN. 30, 1915.

INTERSTATE ROUTE 195

CATHERINE STREET
(PUBLIC - 1911 CITY LAYOUT
DISCONTINUED 1961)

MARTINE STREET
PUBLIC - 1951 CITY LAYOUT

AUXILIARY BASELINE (RTE 195)

ESTES STREET
(PRIVATE - UNDEFINED
DISCONTINUED 1961)

MAIN BASELINE (RTE 195)

SEXTON STREET
(UNCONSTRUCTED PAPER ST-
DISCONTINUED 1961)

(No distance for data)

MONUMENTED RAILROAD BASELINE

SIDELINE RAILROAD / BIKEPATH

**HIGH
TENSION
TOWER**

PLAN NOTES.

1. MARINE STREET AS SHOWN IS BASED UPON THE 1961 STATE HIGHWAY LAYOUT FOR ROUTE 183. SAID LAYOUT DEPICTED A PRE EXISTING STREET (NAMED PORTLAND) WHICH WERE TO BE TAKEN OFF AND REMOVED PROVIDED FOR PORTLAND AND STREET SIXTH STREET, CATHERINE STREET AND SEIXON STREET ARE APPROXIMATELY IN LINE WITH THE OTHER STREETS. THESE STREETS DO NOT HAVE ANY SURVEY DATA OR DOCUMENTS WERE FOUND FOR THESE STREETS WHICH WERE CUMULATED BY THE COMMISSION OF THE TOWNSHIP SOUTH OF PORTLAND. MARINE STREET APPEARS TO FOLLOW THE FORMER SOUTH LINE OF PORTLAND STREET.

[illegible]

7

SKETCH PLAN - 1"=30'

ESTES STR
(PRIVATE - UNDEFINED
DISCONTINUED 1961)



AUXILIARY BASELINE (RTE 195)

29
Y TRUST
EET
225

ORIGINAL
BUILDING

BLOCK
ADDITION

COVERED
PATIO

WOOD
ADDITION

CONC. RAMP

FLOWER
PLANTER

FENCED
DUMPSTER
ENCL

PAVED BIKE PATH

LANDSCAPED
ISLAND

FLOWER
PLANTER

LANDSCAPED
ISLAND

SIDELINE RAILROAD / BIKEPAT

MAP J-4 LOT 27
N/F ERIC J. & CAROL A.
439 MARTINE STREET
DEED BK. 2368 PG. 2

L=123.72'
R=3852.83
(200.06' PER DEED)

CL. BOUND FOUND

S11°34'18"W
67.71'

(63.50' PER DEED)
CL. ESTES
HELD AS REVISION LINE

R=3030.00
L=20.00'
L=3.67'

L=20.13'

R=3852.83

11.1'
11.6'
9.6'
13.7'

12.6'
11.9'

15.6'

127.3'

10'

8.3'

14'

17.9'

20.6'

2.6'

S77°31'33"E
195.66'
(200.06' PER DEED)

76
582.5'

Order -- Land transfer of Sykes Road, Lot Z-4-8

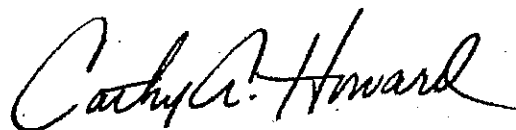
CITY OF FALL RIVER

8

To the City Council

Councillors:

The Committee on Real Estate, at a meeting held on February 27, 2019, voted 3 yeas to recommend that the accompanying order be adopted.



Assistant Clerk of Committees

City of Fall River, In City Council

8

ORDERED, that the Mayor is hereby authorized to acquire the property as described on the attached deed subject to any changes and final approval by the Corporation Counsel. Said land is on Sykes Road in Fall River, Massachusetts delineated as Lot Z-4-8. The acquisition and ownership of said lot will provide a location for future drainage improvements.

CITY OF FALL RIVER
IN CITY COUNCIL

FEB - 5 2019

*Referred to the Committee
on Real Estate, 7 years*

8

QUITCLAIM DEED

GREATER FALL RIVER DEVELOPMENT CORPORATION, a corporation duly organized under the laws of the Commonwealth of Massachusetts, with a principal place of business at 550 Locust Street, Fall River, MA 02720

for consideration paid and in full consideration \$1.00

grants to THE CITY OF FALL RIVER, a duly organized and existing municipal corporation, with a principal address at One Government Center, Fall River, Bristol County, Massachusetts 02722

with **QUITCLAIM COVENANTS**

The land in Fall River, Bristol County, Massachusetts, being bounded and described as follows:

Beginning at a point at the southwestern corner of the parcel, located on the north side of Wilson Road,

Thence running easterly along the north boundary line of Wilson Road a distance of 124.17 feet to a 40-foot wide private way,

Thence running northerly along the west side of said way for a distance of 339.36 feet to a point on Sykes Road, a public street,

Thence running westerly for a distance of 124.17 feet to a point,

Thence running southerly for a distance of 339.31 feet to the point of beginning,

Being the same land noted as parcel (C) as shown on a Plan by Silva and Silva titled Survey Plan of Land in Fall River, Mass. Belonging to Thomas R. Sears, Mary Sears and Pauline M. Rebello, dated March 6, 1974 and on file in Plan Book 67, Page 50 in the Fall River Registry of Deeds.

Said parcel containing 41,809 \pm square feet, as identified by the City of Fall River Assessor's as Map Z-4, Lot 8 and being a parcel which now contains the as-built section of Sykes Road.

Being a portion of the premises conveyed to this grantor by deed of Harry J. Sears, Thomas R. Sears, and Pauline M. Rebello, dated January 30, 1980, and recorded with Bristol County Fall River District Registry of Deeds in Book 1304 Page 86.

GREATER FALL RIVER DEVELOPMENT CORPORATION, grantor herein, reserves an easement for the erection and maintenance of a sign, in and to the following described portion of the within described premises, said parcel contains an area located off Wilson Road and extending northerly along the full width of Fall River Assessor's Map Z-4, Lot 8, excepting the width of the as-built portion of Sykes Road, for a distance of 25 feet, further bounded and described as follows:

Beginning at a point at the southeasterly corner of Fall River Assessor's Map Z-4, Lot 8, located on the northerly side of Wilson Road, and running westerly along Wilson Road 124.17 feet to the boundary line between Fall River Assessor's Map Z-4, Lot 8 and Fall River Assessor's Map Z-4, Lot 7,

Thence running northerly a distance of 25 feet to a point on the westerly property line of Fall River Assessor's Map Z-4, Lot 8,

Thence running easterly a distance of 124.17 feet more or less to a point on the easterly property line of Fall River Assessor's Map Z-8, Lot 8,

Thence running southerly a distance of 25 feet more or less to the point of beginning.

This conveyance does not constitute a sale of all or substantially all of the assets of the Grantor Corporation and is within the ordinary course of its business.

Said premises are conveyed subject to real estate taxes due and owing the City of Fall River for fiscal year 2019, which the herein named Grantee hereby assumes and agrees to pay.

These premises are conveyed subject to, and upon the condition that, the within granted premises shall not be developed, for residential or commercial purposes, by the herein named Grantee, or its successors in interest.

8

In Witness Whereof, the said GREATER FALL RIVER DEVELOPMENT CORPORATION has caused its corporate seal to be hereto affixed and these presents to be signed, acknowledged and delivered in its name and behalf by R. Christian LaFrance and Steven Kenyon, its President and Treasurer, respectively, this ___ day of _____, 2019.

GREATER FALL RIVER
DEVELOPMENT CORPORATION

Peter A. Saulino – Witness to Both

By: R. Christian LaFrance, President
Hereto Duly Authorized

By: Steven Kenyon, Treasurer
Hereto Duly Authorized

8

COMMONWEALTH OF MASSACHUSETTS

BRISTOL, ss. _____, 2019

On this ____ day of _____, 2019, before me, the undersigned notary public, personally appeared R. Christian LaFrance, President as aforesaid, and proved to me through satisfactory evidence of identification, which was his Driver's License to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose as the free act and deed of the Greater Fall River Development Corporation.

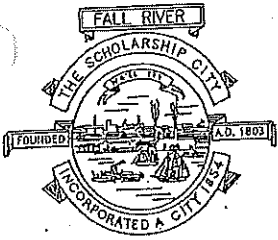
Notary Public: Peter A. Saulino
My Commission Expires: 7/13/23

COMMONWEALTH OF MASSACHUSETTS

BRISTOL, ss. _____, 2019

On this ____ day of _____, 2019, before me, the undersigned notary public, personally appeared Steven Kenyon, Treasurer as aforesaid, and proved to me through satisfactory evidence of identification, which was his Driver's License to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose as the free act and deed of the Greater Fall River Development Corporation.

Notary Public: Peter A. Saulino
My Commission Expires: 7/13/23



JASIEL F. CORREIA II
Mayor

City of Fall River
Massachusetts
Office of the Mayor

8
RECEIVED

2019 JAN 31 PM 4:18

CITY CLERK _____
FALL RIVER, MA

January 31, 2019

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

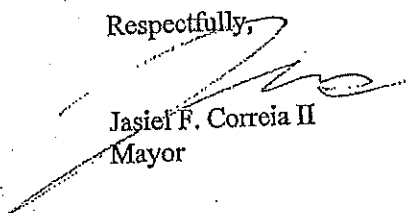
Re: Greater Fall River Development Corp. Land Transfer

Mr. President and Members of the Honorable Council;

Attached is correspondence from Corporation Counsel requesting acceptance of two parcels of land from the Greater Fall River Development Corporation. Please note that there is nominal consideration for these transactions (\$1.00) and that acceptance appears to be in the City's best interest.

The matter is forwarded to you for appropriate action.

Respectfully,


Jasiel F. Correia II
Mayor

CITY OF FALL RIVER
IN CITY COUNCIL

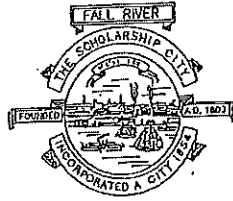
FEB - 5 2019

*Referred to the
Committee on Real Estate, 7 years*

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

January 31, 2019

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

Re: Greater Fall River Development Corp. Land Transfer

Dear Mayor;

Attached are two proposed deeds from the Greater Fall River Development Corp. to the City which I ask that you present to the City Council for acceptance by the City. The consideration for each deed is One dollar. Therefore there is no real cost to the City for these acquisitions.

One deed conveys approximately 262,748 square feet of land and is valuable and useful to the City for drainage purposes.

The other deed conveys approximately 41,809 square feet of land, including a portion of Sykes Road, Greater Fall River Development Corp. retaining and easement for erection and maintenance of a sign only.

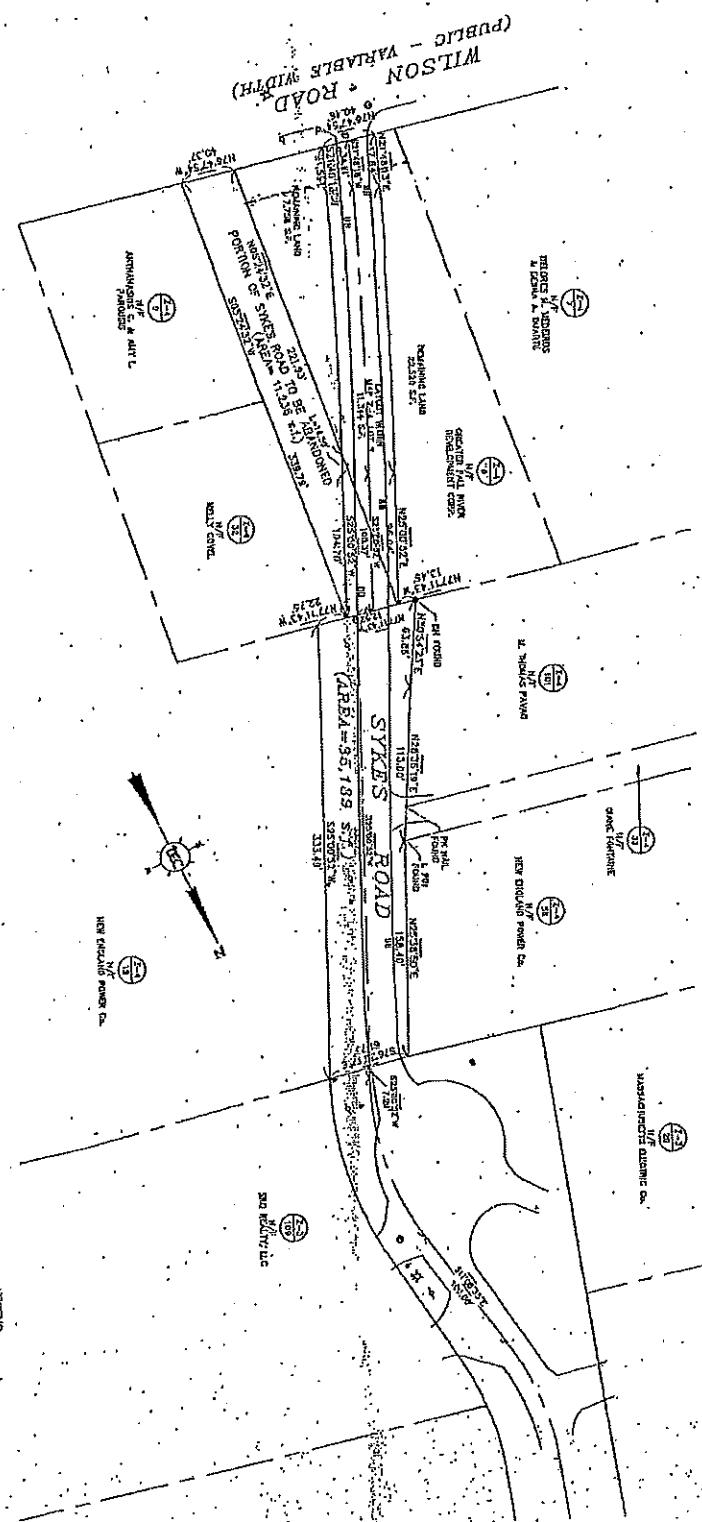
City Planner William Roth, the attorney for the Development Corporation, and I will be pleased to appear before the Council at their convenience to answer any questions they may have.


Joseph I. Macy, Corporation Counsel

TEC TECHNICAL EDUCATION CENTER
1100 UNIVERSITY DRIVE
ANN ARBOR, MI 48106
Phone: (313) 763-2000
Fax: (313) 763-2001

BEARING STEERING BASED JEPCON
• anti-rotation
• anti-tilt
• yawing & roll compensation
• hand steering
• hand steering
• hand steering

PLAN REFERENCE
PLAN BOOK 70, PAGE 70
PLAN BOOK 71, PAGE 71
PLAN BOOK 72, PAGE 72
PLAN BOOK 73, PAGE 73
PLAN BOOK 74, PAGE 74
PLAN BOOK 75, PAGE 75
PLAN BOOK 76, PAGE 76
PLAN BOOK 77, PAGE 77
PLAN BOOK 78, PAGE 78
PLAN BOOK 79, PAGE 79
PLAN BOOK 80, PAGE 80
PLAN BOOK 81, PAGE 81
PLAN BOOK 82, PAGE 82
PLAN BOOK 83, PAGE 83
PLAN BOOK 84, PAGE 84
PLAN BOOK 85, PAGE 85
PLAN BOOK 86, PAGE 86
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PLAN BOOK 88, PAGE 88
PLAN BOOK 89, PAGE 89
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PLAN BOOK 91, PAGE 91
PLAN BOOK 92, PAGE 92
PLAN BOOK 93, PAGE 93
PLAN BOOK 94, PAGE 94
PLAN BOOK 95, PAGE 95
PLAN BOOK 96, PAGE 96
PLAN BOOK 97, PAGE 97
PLAN BOOK 98, PAGE 98
PLAN BOOK 99, PAGE 99
PLAN BOOK 100, PAGE 100



ASSESSORS NOTE: THE VALUES SHOWN HEREIN WERE OBTAINED FROM THE LOCAL ASSESSORS' DEPARTMENT. CHANGES IN TAX USE AND CODES NOT CURRENTLY IN ACCORD WITH THE TITLE OF ORDER. THE LOCAL OR AUTHORITY MAY VARY.	ACCEPTED AS APPLICABLE WAY	FALL, RIVER CITY COUNCIL.
--	----------------------------	---------------------------

ASSASSIN'S NOTE:
THE JUDGES SHOWN HEREON WERE KILLED AND THE US GOVT
ACCUSED OF ATTEMPTING TO KILL ME. I AM NOT GUARANTEE
TO CONTINUE TO BE THE TITLE OF BRITISH THE LATEST OF AUTHENTIC
PUBLISHED.

MASS. GENERAL LAW 36 SECTION 15A
I DECLARE THAT THIS WAS CONFORM WITH THE RULES AND
REGULATIONS OF THE METHODS OF OTHER.

THE JURY AND A PLAN WAS PREPARED BY ASSASSINATING 1983-86
PROCEDURAL AND TECHNICAL ASPECTS OF THE INVESTIGATION OF LIFE
SCHEDULED WOULD BE CONSIDERATION OF ASSASSINATING.

John J. [Signature]

195
 40 50
 195

[illegible]

STYKES ROAD
 FALL RIVER, MA
 (Bristol County)

Proposed
 City of Fall River

County:

LAYOUT
 ALTERATION
 PLAN

I am the duly authorized representative of the owner of the above described property, and I hereby certify that the information furnished herein is true and correct, and that the same has been prepared in accordance with the provisions of the applicable laws and regulations of the Commonwealth of Massachusetts.

Date: 03-15-2015 Drawn by: JLD Checked by: JLD Designated by: JLD	Drawing Number: 1 of 1
--	------------------------

DATE: 7/9/2012 9:43:47 AM ED
P:\land Projects 2007\12110_SYKES_SURV\ang

CITY OF FALL RIVER

9

To the City Council

Councillors:

The Committee on Real Estate, at a meeting held on February 27, 2019, voted 3 yeas to recommend that the accompanying order be adopted.



Assistant Clerk of Committees

City of Fall River, In City Council

9

ORDERED, that the Mayor is hereby authorized to acquire the property as described on the attached deed subject to any changes and final approval by the Corporation Counsel. Said land is on Currant Road in Fall River, Massachusetts delineated as Lot Z-3-132. The acquisition and ownership of said lot will provide a location for future drainage improvements.

CITY OF FALL RIVER
IN CITY COUNCIL

FEB - 5 2019

*Referred to the Committee
on Real Estate, 7 years*

9

QUITCLAIM DEED

GREATER FALL RIVER DEVELOPMENT CORPORATION, a corporation duly organized under the laws of the Commonwealth of Massachusetts, with a mailing address of P.O. Box 2939, Fall River, Massachusetts 02722

for consideration paid and in full consideration \$1.00

grants to THE CITY OF FALL RIVER, a duly organized and existing municipal corporation, with a principal address at One Government Center, Fall River, Bristol County, Massachusetts 02722

with **QUITCLAIM COVENANTS**

The land in Fall River, Bristol County, Massachusetts, being bounded and described as follows:

Being shown as Parcel 2 on a plan of land entitled "Approval Not Required Plan A.P. Z-3 Lot 50 Currant Road (sic), Fall River, Massachusetts" Prepared for: Greater Fall River Development Corp., P.O. Box 2939, Fall River, Massachusetts 02722 Prepared by: Pro-Line Engineering, Inc. Civil/Environmental Engineering & Land Surveying 190 Gardners Neck Road, Swansea, MA 02777 Phone: 508/672-3137 Fax: 508/672-3307 Dated: April 8, 2014 Scale: 1"=60', as the same is recorded with the Bristol county, Fall River District, Registry of Deeds in Plan Book 155 Page 68.

Said Parcel 2 contains 262,748 square feet of land, more or less according to said Plan.

Said parcel is further founded and described as follows:

Beginning at a point at the southwestern corner of Assessor Map Z-3, Lot 132, located at the western end of Currant Road,

Thence running S 76° 40' 31" E along the boundary line of Assessor Map Z-3, Lot 132, for a distance of 101.10 feet to a point,

Thence running S 37° 58' 34" W for a distance of 191.60 feet to a point

Thence running S 45° 57' 39" E for a distance of 224.58 feet to a point,

Thence running S 10° 04' 20" W for a distance of 120.00 feet to a point,

9

Thence running N 76° 35' 00" W for a distance of 10.00 feet to a point,

Thence running S 49° 27' 50" W for a distance of 403.11 feet to a point,

Thence running N 77° 21' 20" W for a distance of 146.44 feet to a point

Thence running N 22° 42' 28" W for a distance of 197.11 feet to a point,

Thence northerly along a curve to the right with a radius of 3850.00 feet with an arc length of 362.76 feet along the Route 24 State Highway layout to a point,

Thence running N 83° 34' 37" E for a distance of 182.95 feet to a point,

Thence running S 54° 54' 02" E for a distance of 199.25 feet to a point,

Thence running N 37° 58' 34" W for a distance of 314.29 feet to the point of beginning.

Said parcel conveyed subject to and together with the benefits and burdens of a sewer easement over Map Z-3, Lots 19 and 132, and a drainage easement over Map Z-3, Lot 132, all as shown on the aforesaid plan.

Being a portion of the premises conveyed to this grantor by deed of Harry J. Sears, Thomas R. Sears, and Pauline M. Rebello, dated January 30, 1980, and recorded with Bristol County Fall River District Registry of Deeds in Book 1304 Page 86.

This conveyance does not constitute a sale of all or substantially all of the Massachusetts assets of the Grantor Corporation and is within the ordinary course of its business.

Said premises are conveyed subject to real estate taxes due and owing the City of Fall River for fiscal year 2019, which the herein named Grantee hereby assumes and agrees to pay.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK
SIGNATURE PAGE FOLLOWS

9

In Witness Whereof, the said GREATER FALL RIVER DEVELOPMENT CORPORATION has caused its corporate seal to be hereto affixed and these presents to be signed, acknowledged and delivered in its name and behalf by R. Christian LaFrance and Steven Kenyon, its President and Treasurer, respectively, this ____ day of _____, 2019.

GREATER FALL RIVER
DEVELOPMENT CORPORATION

Peter A. Saulino — Witness to Both

By: R. Christian LaFrance, President
Hereto Duly Authorized

By: Steven Kenyon, Treasurer
Hereto Duly Authorized

9

COMMONWEALTH OF MASSACHUSETTS

BRISTOL, ss. _____, 2019

On this ____ day of _____, 2019, before me, the undersigned notary public, personally appeared R. Christian LaFrance, President as aforesaid, and proved to me through satisfactory evidence of identification, which was his Driver's License to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose as the free act and deed of the Greater Fall River Development Corporation.

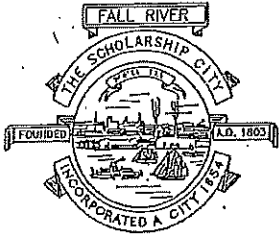
Notary Public: Peter A. Saulino
My Commission Expires: 7/13/23

COMMONWEALTH OF MASSACHUSETTS

BRISTOL, ss. _____, 2019

On this ____ day of _____, 2019, before me, the undersigned notary public, personally appeared Steven Kenyon, Treasurer as aforesaid, and proved to me through satisfactory evidence of identification, which was his Driver's License to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose as the free act and deed of the Greater Fall River Development Corporation.

Notary Public: Peter A. Saulino
My Commission Expires: 7/13/23



City of Fall River
Massachusetts
Office of the Mayor

9
RECEIVED

2019 JAN 31 P 4 18

CITY CLERK
FALL RIVER, MA

JASIEL F. CORREIA II
Mayor

January 31, 2019

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

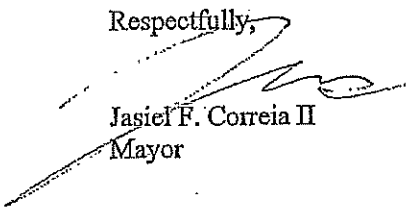
Re: Greater Fall River Development Corp. Land Transfer

Mr. President and Members of the Honorable Council;

Attached is correspondence from Corporation Counsel requesting acceptance of two parcels of land from the Greater Fall River Development Corporation. Please note that there is nominal consideration for these transactions (\$1.00) and that acceptance appears to be in the City's best interest.

The matter is forwarded to you for appropriate action.

Respectfully,


Jasiel F. Correia II
Mayor

CITY OF FALL RIVER
IN CITY COUNCIL

FEB - 5 2019

*Referred to the
Committee on Real Estate, 7 years*

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

January 31, 2019

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

Re: Greater Fall River Development Corp. Land Transfer

Dear Mayor;

Attached are two proposed deeds from the Greater Fall River Development Corp. to the City which I ask that you present to the City Council for acceptance by the City. The consideration for each deed is One dollar. Therefore there is no real cost to the City for these acquisitions.

One deed conveys approximately 262,748 square feet of land and is valuable and useful to the City for drainage purposes.

The other deed conveys approximately 41,809 square feet of land, including a portion of Sykes Road, Greater Fall River Development Corp. retaining and easement for erection and maintenance of a sign only.

City Planner William Roth, the attorney for the Development Corporation, and I will be pleased to appear before the Council at their convenience to answer any questions they may have.

Joseph I. Macy, Corporation Counsel

Untitled Map

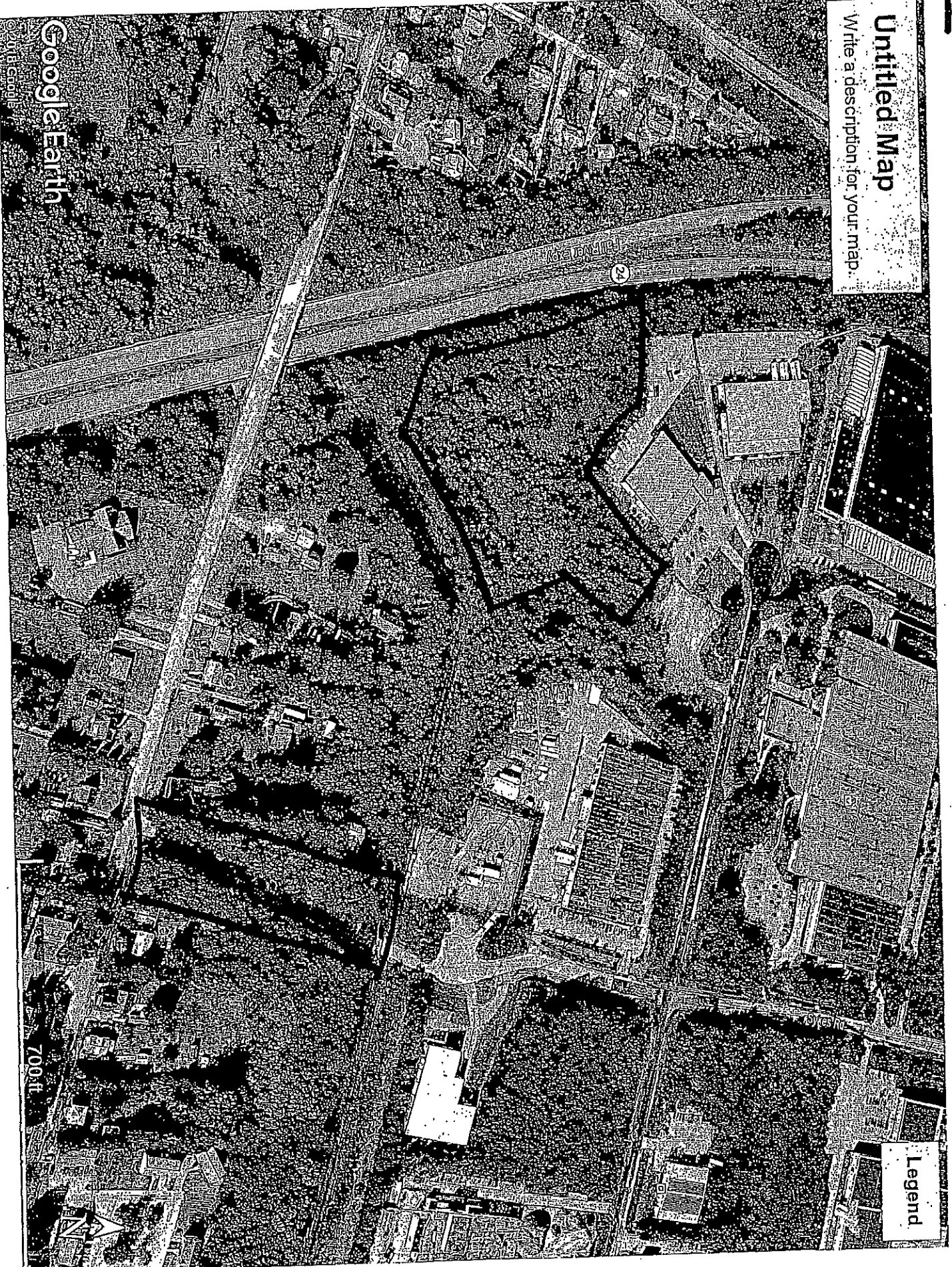
Write a description for your map.

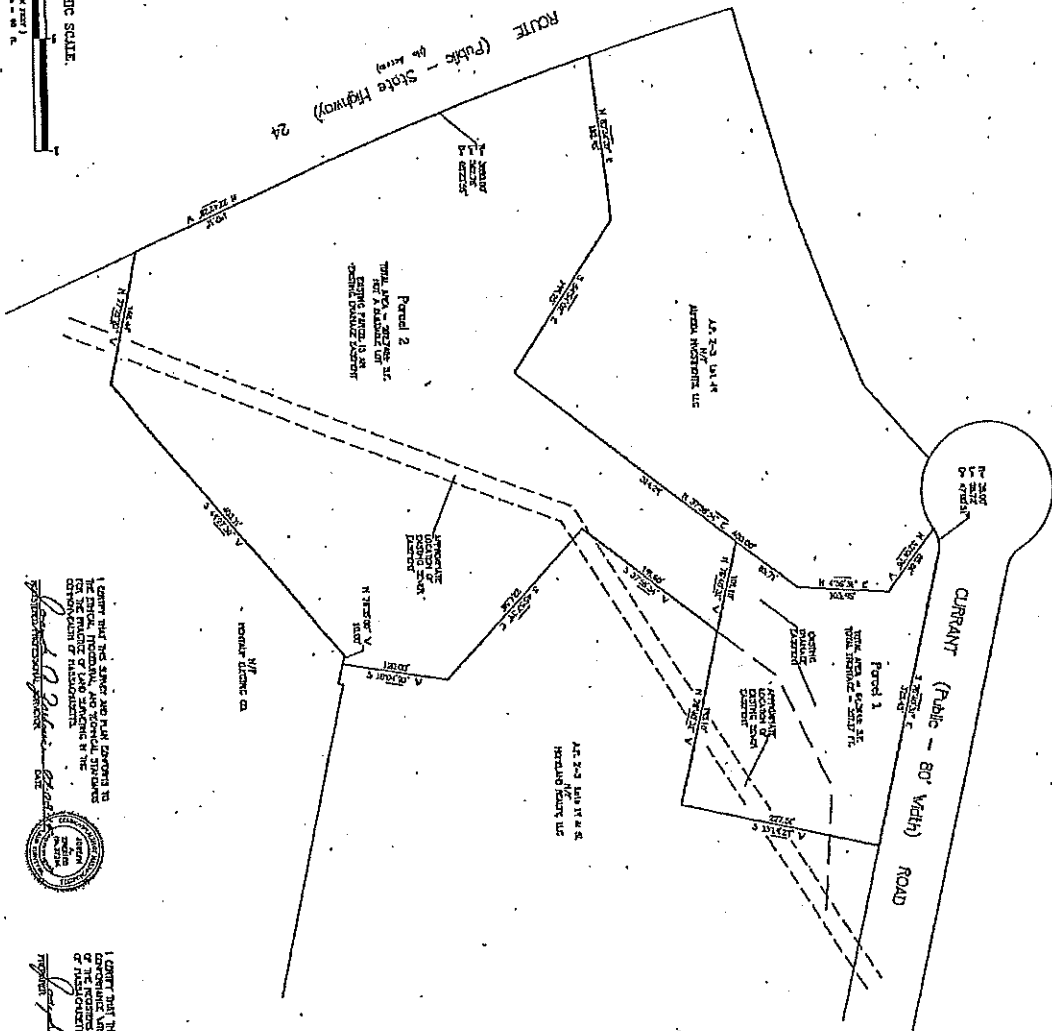
Legend

Google Earth

© 2010 Google

700 ft



[illegible]

I CERTIFY THAT THIS PLAN HAS BEEN REVIEWED IN CONFORMANCE WITH THE RULES AND REGULATIONS OF THE RECORDS OF DEEDS OF THE COMMONWEALTH OF MASSACHUSETTS.

David D. Jackson DATE 04-22-99
Register

[illegible]

Fall River Planning Board
ATTORNEY, LARRY J. BROWN, COUNSEL LAY
NOT RECORDED
JAMES B. BROWN
DR. MARY J. BROWN
Quintus
THE FALL RIVER
DATE 11/14

DECEASED OF THIS PLAN SHALL NOT BE LIMITED TO
CONSTITUTE INCORPORATION OR COMPLIANCE WITH THE
REGULATIONS OF THE CITY OF FREDERICKSBURG, VIRGINIA,
OR THE COUNCIL OF THE PROPOSED WORKS

Approval Not Required Plan
A.P. 2-3, Unit 5D
Current: Lino, Tel River, Massachusetts
no record
Greater Fall River Development Corp.
P.O. Box 2334, Tel River, Massachusetts 02722
no record
Pro-Line Engineering, Inc.
245 Commonwealth of Massachusetts
Tel Canton, Mass 01920
no record
Date: April 8, 2014
Scale: 1" = 50'

10

City of Fall River, *In City Council*

(Councilor Shawn E. Cadime)

WHEREAS, the City of Fall River is working on a Waterfront Redevelopment Plan to promote economic development and the arts, and

WHEREAS, the Gates of the City should continue to showcase the City's Portuguese Heritage and serve as a resource to continue to promote both the waterfront and the arts, and

WHEREAS, the Gates of the City should be outfitted to provide the necessary electrical cabinets capable of handling electrical needs for any event that is held at this location, now therefore

BE IT RESOLVED, that the Administration along with the Director of Community Maintenance be invited to a future meeting of the Committee on Finance to determine an estimated cost of installing a 400 amp (120/240 disconnect) single phase service, with costs to include underground boxes and restoration of all areas within the scope of the project, and

BE IT FURTHER RESOLVED, that the Administration provide a potential funding source for this project.

City of Fall River, *In City Council*

(Councilor Shawn E. Cadime)

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

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

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

Filed: 2/26/19

City of Fall River, *In City Council*

12
(Councilor Shawn E. Cadime)

WHEREAS, Collective Bargaining Agreements are presented to the City Council for funding approval, and

WHEREAS, it is difficult to vote on said agreements without a complete cost analysis, now therefore

BE IT RESOLVED, that the Committee on Ordinances and Legislation convene to establish an ordinance that would require any and all collective bargaining agreements that are forwarded to the City Council for approval, must include the total cost for all language within the proposed contract for the term of said agreement and also the total cost for year one of said contract, and

BE IT FURTHER RESOLVED, that a requirement be instituted that any negotiation of union contracts include the Director of Finance in order to ensure financial affordability and sustainability.



RECEIVED

14

City of Fall River
Notice of Claim

2019 FEB 14 P 3:42

CITY CLERK
FALL RIVER, MA

19-23

1. Claimant's name: Michael J Amari
2. Claimant's complete address: 3 Harbor Road Nk Mattapoisett MA 02731
3. Telephone number: Home: 508 989 8844 Work: 508 674 9772
4. Nature of claim: (e.g., auto accident, slip and fall on public way or property damage):
Auto Accident, Officer Rear ended my Vehicle
5. Date and time of accident: 2-4-19 3:15pm Amount of damages claimed: \$ 1654.19
6. Exact location of the incident: (include as much detail as possible):
Wierren St Near JJ Melbar's
7. Circumstances of the Incident: (attach additional pages if necessary):
See Attached Page
8. Have you submitted a claim to any insurance company for damages arising from this incident? If so, name and address of insurance company: ☐ Yes ☒ No
Can't since officer stated so/so

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: 2-14-19 Claimant's signature: [Signature]

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

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

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

For official use only:	
Copies forwarded to: <input checked="" type="checkbox"/> City Clerk <input checked="" type="checkbox"/> Law <input checked="" type="checkbox"/> City Council <input type="checkbox"/> City Administrator <input checked="" type="checkbox"/> FRPD	Date: <u>2/14/19</u>



City of Fall River
Notice of Claim

RECEIVED

14

2019 FEB 15 A 11:06

CITY CLERK 19-24
FALL RIVER, MA

1. Claimant's name: WALTER TABAK
2. Claimant's complete address: 170 WILLIAM STREET APT 409 FALL RIVER, MA 02721
3. Telephone number: Home: 508-676-9457 Work: RETIRED
4. Nature of claim: (e.g., auto accident, slip and fall on public way or property damage):
SLIP & FALL
5. Date and time of accident: JAN 29, 2019 Amount of damages claimed: \$ UNKNOWN
6. Exact location of the incident: (include as much detail as possible):
MAIN STREET, RIGHT BESIDE METER #121
7. Circumstances of the incident: (attach additional pages if necessary):
CAME OUT OF POST OFFICE, THERE WERE CARS PARKED WITH NO SPACES
IN BETWEEN TO ACCESS STREET, WALKED DOWN SIDEWALK & FOUND
OPENING BY METER #121, REACHED FOR METER BECAUSE IT WAS
EXTREMELY SLIPPERY, LOTS OF ICE, FELL DOWN, FACE FIRST, BROKE NOSE
HAVE EXTREME RIGHT SHOULDER PAIN & SPRAIN ON LEFT WRIST
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: FEBRUARY 13, 2019 Claimant's signature: Walter Tabak (POA)

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: 2/15/2019



RECEIVED

2019 FEB 19 P 12:28

City of Fall River
Notice of ClaimCITY CLERK _____
FALL RIVER, MA

1. Claimant's name: Seena S. Franklin
2. Claimant's complete address: 67 Duffee Rd Tiverton RI 02878
3. Telephone number: Home: (401) 625-5581 Work: (401) ~~444~~ 562-2248
cell: 508-212-3966 (Direct)
4. Nature of claim: (e.g., auto accident, slip and fall on public way or property damage):
Pot hole → very deep, didn't see as dark (6 am), needed new tire
(Front Right tire)
5. Date and time of accident: 1/22/19 6:00 AM Amount of damages claimed: \$ 149.09 receipt attached
6. Exact location of the incident: (Include as much detail as possible):
Mariann Bishop Blvd between Amity / Laurel St - might have been at corner
7. Circumstances of the incident: (attach additional pages if necessary):
Going from home to Rt 24 No (within block of Mariann Bishop Blvd or in front of Power tool / Subway store) to get to work at 6am, went over HUGE pot hole. I thought I might of had a flat but seemed ok. Brought my brand new Prius in for 5,000 m. check up 4 days later and they informed me I had bubble on side of tire and needed to be replaced.
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 doesn't meet deductible

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. Just found claim form!

Date: 2/11/19Claimant's signature: Seena S. Franklin

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

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

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

For official use only:							
Copies forwarded to:	<input checked="" type="checkbox"/> City Clerk	<input checked="" type="checkbox"/> Law	<input checked="" type="checkbox"/> City Council	<input checked="" type="checkbox"/> City Administrator	<input checked="" type="checkbox"/> <u>DCM</u>	Date:	<u>2/19/19</u>

Receipt attached. Toyota said bubble consistent w/ pothole damage.

14
RECEIVEDCity of Fall River
Notice of Claim

2019 FEB 21 P 1:00

CITY CLERK #19-26
FALL RIVER, MA

1. Claimant's name: KEVIN MC CARTHY
2. Claimant's complete address: 201 COLUMBUS DRIVE FALL RIVER
3. Telephone number: Home: 7749305606 Work: 7749305606
4. Nature of claim: (e.g., auto accident, slip and fall on public way or property damage):
TREE DAMAGE
5. Date and time of accident: 1/24/19 4pm Amount of damages claimed: \$ 1200.00
6. Exact location of the incident: (include as much detail as possible):
201 COLUMBUS DRIVE BACKYARD
7. Circumstances of the Incident: (attach additional pages if necessary):
TREE FELL ONTO MY PROPERTY CAUSING DAMAGE
TO MY PATIO EQUIPMENT. TREE IS LOCATED ON
LAND OWNED BY THE CITY OF FALL RIVER.
(SEE ATTACHED INFORMATION)
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: 2/21/19Claimant's signature: [Signature]

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

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

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 ☒ DCUDate: 2/21/19



City of Fall River
Notice of Claim

14
RECEIVED

2019 FEB 21 A 11: 25

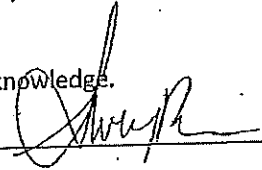
CITY CLERK #19-27
FALL RIVER, MA

1. Claimant's name: Amy Rogers
2. Claimant's complete address: 223 Remington Ave
3. Telephone number: Home: 774-644-0202 Work: 401-842-3520
4. Nature of claim: (e.g., auto accident, slip and fall on public way or property damage):
Busted two tires, on two separate occasions, driving in Fall River during a rainy day/night.
5. Date and time of accident: 12/28 - 9pm and 1/4 - 5pm Amount of damages claimed: \$ \$324.82
6. Exact location of the incident: (include as much detail as possible):
First incident happened on Shove Street driving north near McGoverns Restaurant on 12/28
7. Circumstances of the incident: (attach additional pages if necessary):
Hit huge pot hole that was covered with rain, blew out drivers side rear tire.
Second, incident happened on Rodman Street heading south toward Kennedy Street
Hit huge pot hole and blew out passenger side rear 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: 1/18/2019

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

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For official use only:

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

Date: 2/21/19

RECEIVED



14
#19-28

2019 FEB 22 P 3: 32

City of Fall River
Notice of Claim

- CITY CLERK SANDRA de OLIVEIRA
1. Claimant's name: SANDRA de OLIVEIRA
 2. Claimant's complete address: 455 MIDDLE ST, Apt 3, FALL RIVER, MA 02724
 3. Telephone number: Home: 774-451-7941 Work: _____
 4. Nature of claim: (e.g., auto accident, slip and fall on public way or property damage):
PROPERTY DAMAGE
 5. Date and time of accident: 1/31/19 @ 7:00 PM Amount of damages claimed: \$ 422.58 Ins: 122.58
Ded: 300.00 Paid by me
 6. Exact location of the incident: (include as much detail as possible):
455 MIDDLE ST, FALL RIVER MA 02724
 7. Circumstances of the incident: (attach additional pages if necessary):
PLEASE SEE ATTACHED.
 8. Have you submitted a claim to any insurance company for damages arising from this incident? If so, name and address of insurance company: ☒ Yes ☐ No
GEICO - ONE GEICO BLVD, FREDERICKSBURG, VA 22412-0003

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: 2/22/2019

Claimant's signature: [Signature]

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

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

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For official use only:

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

DCM

Date: 2/22/19

[Signature]
Mgt

14

RECEIVED



2019 FEB 25 A 10:54

City of Fall River
Notice of Claim

#19-29

- CITY CLERK
FALL RIVER, MA
1. Claimant's name: Diogo
 2. Claimant's complete address: 136 Tecumseh St Fall River, MA 02721
 3. Telephone number: Home: 774-264-1632 Work: _____
 4. Nature of claim: (e.g., auto accident, slip and fall on public way or property damage):
Property damage by FRPD running through vinyl fencing
 5. Date and time of accident: 2/16/19 Amount of damages claimed: \$ 425.00
 6. Exact location of the incident: (include as much detail as possible):
Back yard fence & 136 Tecumseh St
 7. Circumstances of the incident: (attach additional pages if necessary):
Police were chasing suspect through yard and ran through fence damaging 1 vinyl panel
Lois Barbosa 136 Tecumseh St
 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
It was denied Advised to make claim

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: 2/16/19

Claimant's signature: [Signature]

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

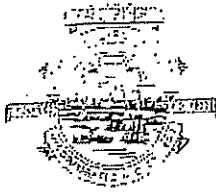
Return this from to : City Clerk, 2nd Fl., One Government Center, Fall River, MA 02722

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

For official use only:

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

Date: 2/25/19



City of Fall River
Notice of Claim

14
RECEIVED

2019 FEB 26 P 4:05

19-30
CITY CLERK
FALL RIVER, MA.

1. Claimant's name: Joel Normandin
2. Claimant's complete address: 949 High St. Apt 2. Fall River Massachusetts
3. Telephone number: Home: 508-558-1069 Work: _____
4. Nature of claim: (e.g., auto accident, slip and fall on public way or property damage):
Pot Hole Claim
5. Date and time of accident: 01/28/2019 Amount of damages claimed: \$ ~~10000~~ 12480
6. Exact location of the incident: (include as much detail as possible):
Intersection of Rodman and Chicago St.
7. Circumstances of the incident: (attach additional pages if necessary):
I was traveling south on Rodman st. at approximately 1am when I hit a large pothole which
cause my front passenger-side tire to rupture. Due to a snowy forecast, I had the tire
replaced immediately the same morning.
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: 02/25/2019

Claimant's signature: Joel A. Normandin

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 AJDCM

Date: 2/26/19

15



MAURA HEALEY
ATTORNEY GENERAL

THE COMMONWEALTH OF MASSACHUSETTS
OFFICE OF THE ATTORNEY GENERAL

ONE ASHBURTON PLACE
BOSTON, MASSACHUSETTS 02108

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

February 22, 2019

OML 2019 - 14.

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

RE: Open Meeting Law Complaints

Dear Attorney Macy:

This office received six related complaints from Patrick Higgins, dated July 17 and July 24, alleging that the Fall River City Council (the "Council"), the Fall River Board of Assessors (the "Board of Assessors"), the Fall River Licensing Board (the "Licensing Board"), the Fall River City Council Committee on Public Works & Transportation (the "Committee"), and the Fall River City Council Subcommittee on Economic Development & Tourism (the "Subcommittee") violated the Open Meeting Law, G.L. c. 30A, §§ 18-25.¹ Two complaints were separately filed with the Council and Board of Assessors on June 20, and you responded, on behalf of those public bodies, by separate letters dated July 2 and July 20, respectively. Four complaints were then separately filed with the Council, Licensing Board, Committee and Subcommittee on June 26, and you responded, on behalf of those public bodies, by separate letters dated July 20.² The complaints allege that meetings held by the Council, Board of Assessors, Licensing Board, Committee, and Subcommittee between June 14 and July 12 were not accessible to the public.

We appreciate the patience of the parties while we reviewed these matters. Following our review, we find that the Council, Board of Assessors, Licensing Board, Committee and Subcommittee did not violate the Open Meeting Law as alleged. In reaching this determination,

¹ All dates in this letter refer to the year 2018.

² We remind the public bodies that the Open Meeting Law requires that within 14 business days of receipt of a complaint, the public body must to review the complaint's allegations; take remedial action, if appropriate; send to the complainant a response and a description of any remedial action taken; and send to the Attorney General a copy of the complaint and a description of any remedial action taken. G.L. c. 30A, § 23(b); 940 CMR 29.05(5). We note that the Licensing Board sought and was granted an extension of time by our office.

CITY CLERK
FALL RIVER, MA

2019 FEB 25 A 11:07

RECEIVED

15

we reviewed the original complaints, the public bodies' responses to the complaints, and the complaints filed with our office requesting further review. In addition, we spoke with the complainant by telephone on September 25; and with Richard Branco by telephone on October 1.

FACTS

We find the facts as follows. On April 26, Fall River City Administrator Cathy Ann Viveiros issued a No Trespass Order, pursuant to G.L. c. 266, to Richard Branco stating that he could not enter City Hall, located at One Government Center in Fall River.

On June 21, Fall River Corporation Counsel issued a memorandum to all Department Heads, Board Chairmen, Committee Chairmen, and City Councilors with respect to the No Trespass Order. The memorandum advised that the No Trespass Order "should not be interpreted or enforced to prevent [the] individual from attending scheduled and noticed public meetings or hearings." The individual "may attend such meetings so long as they conduct themselves appropriately." Mr. Branco was then informed of his right to attend any public meetings held at City Hall.

The Board of Assessors held a meeting on June 14. The Committee held a meeting on June 25. The Licensing Board and Subcommittee each held a meeting on June 26. The Council held meetings on June 26 and July 12. All meetings were held in City Hall at One Government Center. Mr. Branco did not attend any of the meetings nor did he file an open meeting law complaint alleging that the meetings were inaccessible.

DISCUSSION

The Open Meeting Law was enacted "to eliminate much of the secrecy surrounding deliberations and decisions on which public policy is based." Ghiglione v. School Committee of Southbridge, 376 Mass. 70, 72 (1978). The law requires that meetings of a public body be properly noticed and open to members of the public, unless an executive session is convened. See G.L. c. 30A, §§ 20(a)-(b), 21. Access to a meeting must include the opportunity to be physically present, as well as to see and hear what is being discussed by the members of the public body. See OML 2017-135; OML 2015-38; OML 2014-3; OML 2013-189.³ A public body must be able to take reasonable steps to ensure the safety and good order of public meetings. See OML 2015-92. By "good order" we mean protection against violent, threatening or abusive behavior, and not merely behavior that may disrupt a meeting. Disruptive behavior should be addressed by removing the person from the meeting. See G.L. c. 30A, § 20(g).

The complaints allege that meetings of the Council, Board of Assessors, Licensing Board, Committee and Subcommittee held between June 14 and July 12 were not open to the public. We note that these meetings were open meetings accessible to the general public, but we review to determine whether the meetings were also accessible to Mr. Branco. At the time of the

³ Open Meeting Law determinations may be found at the Attorney General's website, www.mass.gov/ago/openmeeting.

15

June 25, June 26 and July 12 meetings, the public bodies and Mr. Branco were aware that the No Trespass Order did not prohibit him from attending public meetings, unlike the Board of Assessors' meeting that was held on June 14. However, our investigation did not show that Mr. Branco sought to attend the June 14 meeting or request permission to attend and was denied. We cannot, therefore, conclude that he was actually excluded from the Board of Assessors' June 14 meeting. Compare OML 2018-77 (finding that a public body violated the Open Meeting Law by excluding the complainant from its meetings after he expressed interest in attending but was told he was not allowed, and where there were no specific incidents of physical aggression, violence or threats of harm). Based on the facts before us, we are unable to find that Mr. Branco was improperly excluded from any meeting held between June 14 and July 12. We commend the public bodies for taking appropriate remedial action by issuing the memorandum and advising all interested parties that Mr. Branco was not prohibited from attending scheduled and noticed public meetings or hearings and advise that any no-trespass order issued in the future be drawn as narrowly as possible to avoid unnecessarily excluding individuals from posted meetings of public bodies. Where, as occurred here, a public body has already taken corrective action to ensure future compliance with the law, we strongly encourage complainants to consider whether filing a complaint with our office is necessary. See OML 2016-159; 2016-37.

We remind the public bodies that the Open Meeting Law gives clear authority to the chair of a public body to conduct its meetings as "[n]o person shall address a meeting of a public body without permission of the chair, and all persons shall, at the request of the chair, be silent." G.L. c. 30A, § 20(g). The law further states that, "[n]o person shall disrupt the proceedings of a meeting of a public body. If, after clear warning from the chair, a person continues to disrupt the proceedings, the chair may order the person to withdraw from the meeting and if the person does not withdraw, the chair may authorize a constable or other officer to remove the person from the meeting." Id.

CONCLUSION

For the reasons stated above, we find that the Council, Board of Assessors, Licensing Board, Committee and Subcommittee did not violate the Open Meeting Law. We now consider the complaints addressed by this determination to be resolved. This determination does not address any other complaints that may be pending with our office or the Council, Board of Assessors, Licensing Board, Committee and Subcommittee. Please feel free to contact our office at (617) 963-2540 if you have any questions regarding this letter.

Sincerely,



KerryAnne Kilcoyne
Assistant Attorney General
Division of Open Government

15

cc: Patrick Higgins
Fall River City Council
Fall River Board of Assessors
Fall River Licensing Board
Fall River City Council Committee on Public Works & Transportation
Fall River City Council Subcommittee on Economic Development & Tourism

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



OPEN MEETING LAW COMPLAINT FORM

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

15

Please note that all fields are required unless otherwise noted.

Your Contact Information:

First Name: Patrick Last Name: Higgins

Address: P O Box 24

City: Swansea State: MA Zip Code: 02777

Phone Number: +1 (508) 674-3140 Ext.

Email: PATRICK@PATRICKHIGGINS.CO

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

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

(For statistical purposes only)

☒ Individual ☐ Organization ☐ Media

Public Body that is the subject of this complaint:

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

Name of Public Body (including city/town, county or region, if applicable): City Council Committee on Public Works and Transportation Committee

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

Date of alleged violation: Jun 25, 2018

Description of alleged violation:

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

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

City Council Committee on Public Works and Transportation committee violated the open meeting law by holding their meeting at the Fall River Government Center knowing that Richard Branco could not attend this meeting under threat of arrest for trespassing. The city administrator, Cathy Ann Viveiros issued a no trespass order to Richard Branco on April 26, 2018 notifying him that his presence in Government Center would result in his arrest for trespassing. The City Council Committee on Public Works and Transportation committee knew or should have known that Richard Branco was prohibited from attending and observing the City Council Committee on Public Works and Transportation committee meeting under threat of arrest and should have moved their meeting to a location where all people, including Richard Branco and any other persons who have been served with No Trespass notices, could attend if they desired to.

See <http://www.heraldnews.com/news/20180619/two-issued-no-trespassing-orders-at-fall-river-government-center>; also Division of Open Government determination letter 2018-77.

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

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

Move all meetings of the public bodies from Government Center to a location where no one is prevented from attending and observing the meeting under threat of arrest for trespassing.

Review, sign, and submit your complaint

I. Disclosure of Your Complaint.

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

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

II. Consulting With a Private Attorney.

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

III. Submit Your Complaint to the Public Body.

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

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

Signed: 

Date: 6/26/18

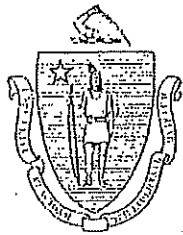
For Use By Public Body

Date Received by Public Body:

For Use By AGO

Date Received by AGO:

16



MAURA HEALEY
ATTORNEY GENERAL

THE COMMONWEALTH OF MASSACHUSETTS
OFFICE OF THE ATTORNEY GENERAL

ONE ASHBURTON PLACE
BOSTON, MASSACHUSETTS 02108

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

February 22, 2019

OML 2019 - 14

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

CITY CLERK
FALL RIVER, MA

2019 FEB 25 A 11:07

RECEIVED

RE: Open Meeting Law Complaints

Dear Attorney Macy:

This office received six related complaints from Patrick Higgins, dated July 17 and July 24, alleging that the Fall River City Council (the "Council"); the Fall River Board of Assessors (the "Board of Assessors"); the Fall River Licensing Board (the "Licensing Board"); the Fall River City Council Committee on Public Works & Transportation (the "Committee"); and the Fall River City Council Subcommittee on Economic Development & Tourism (the "Subcommittee") violated the Open Meeting Law, G.L. c. 30A, §§ 18-25.¹ Two complaints were separately filed with the Council and Board of Assessors on June 20, and you responded, on behalf of those public bodies, by separate letters dated July 2 and July 20, respectively. Four complaints were then separately filed with the Council, Licensing Board, Committee and Subcommittee on June 26, and you responded, on behalf of those public bodies, by separate letters dated July 20.² The complaints allege that meetings held by the Council, Board of Assessors, Licensing Board, Committee, and Subcommittee between June 14 and July 12 were not accessible to the public.

We appreciate the patience of the parties while we reviewed these matters. Following our review, we find that the Council, Board of Assessors, Licensing Board, Committee and Subcommittee did not violate the Open Meeting Law as alleged. In reaching this determination,

¹ All dates in this letter refer to the year 2018.

² We remind the public bodies that the Open Meeting Law requires that within 14 business days of receipt of a complaint, the public body must to review the complaint's allegations; take remedial action, if appropriate; send to the complainant a response and a description of any remedial action taken; and send to the Attorney General a copy of the complaint and a description of any remedial action taken. G.L. c. 30A, § 23(b); 940 CMR 29.05(5). We note that the Licensing Board sought and was granted an extension of time by our office.

116

we reviewed the original complaints, the public bodies' responses to the complaints, and the complaints filed with our office requesting further review. In addition, we spoke with the complainant by telephone on September 25; and with Richard Branco by telephone on October 1.

FACTS

We find the facts as follows. On April 26, Fall River City Administrator Cathy Ann Viveiros issued a No Trespass Order, pursuant to G.L. c. 266, to Richard Branco stating that he could not enter City Hall, located at One Government Center in Fall River.

On June 21, Fall River Corporation Counsel issued a memorandum to all Department Heads, Board Chairmen, Committee Chairmen, and City Councilors with respect to the No Trespass Order. The memorandum advised that the No Trespass Order "should not be interpreted or enforced to prevent [the] individual from attending scheduled and noticed public meetings or hearings." The individual "may attend such meetings so long as they conduct themselves appropriately." Mr. Branco was then informed of his right to attend any public meetings held at City Hall.

The Board of Assessors held a meeting on June 14. The Committee held a meeting on June 25. The Licensing Board and Subcommittee each held a meeting on June 26. The Council held meetings on June 26 and July 12. All meetings were held in City Hall at One Government Center. Mr. Branco did not attend any of the meetings nor did he file an open meeting law complaint alleging that the meetings were inaccessible.

DISCUSSION

The Open Meeting Law was enacted "to eliminate much of the secrecy surrounding deliberations and decisions on which public policy is based." Ghiglione v. School Committee of Southbridge, 376 Mass. 70, 72 (1978). The law requires that meetings of a public body be properly noticed and open to members of the public, unless an executive session is convened. See G.L. c. 30A, §§ 20(a)-(b), 21. Access to a meeting must include the opportunity to be physically present, as well as to see and hear what is being discussed by the members of the public body. See OML 2017-135; OML 2015-38; OML 2014-3; OML 2013-189.³ A public body must be able to take reasonable steps to ensure the safety and good order of public meetings. See OML 2015-92. By "good order" we mean protection against violent, threatening or abusive behavior, and not merely behavior that may disrupt a meeting. Disruptive behavior should be addressed by removing the person from the meeting. See G.L. c. 30A, § 20(g).

The complaints allege that meetings of the Council, Board of Assessors, Licensing Board, Committee and Subcommittee held between June 14 and July 12 were not open to the public. We note that these meetings were open meetings accessible to the general public, but we review to determine whether the meetings were also accessible to Mr. Branco. At the time of the

³ Open Meeting Law determinations may be found at the Attorney General's website, www.mass.gov/ago/openmeeting.

16

June 25, June 26 and July 12 meetings, the public bodies and Mr. Branco were aware that the No Trespass Order did not prohibit him from attending public meetings, unlike the Board of Assessors' meeting that was held on June 14. However, our investigation did not show that Mr. Branco sought to attend the June 14 meeting or request permission to attend and was denied. We cannot, therefore, conclude that he was actually excluded from the Board of Assessors' June 14 meeting. Compare OML 2018-77 (finding that a public body violated the Open Meeting Law by excluding the complainant from its meetings after he expressed interest in attending but was told he was not allowed, and where there were no specific incidents of physical aggression, violence or threats of harm). Based on the facts before us, we are unable to find that Mr. Branco was improperly excluded from any meeting held between June 14 and July 12. We commend the public bodies for taking appropriate remedial action by issuing the memorandum and advising all interested parties that Mr. Branco was not prohibited from attending scheduled and noticed public meetings or hearings and advise that any no-trespass order issued in the future be drawn as narrowly as possible to avoid unnecessarily excluding individuals from posted meetings of public bodies. Where, as occurred here, a public body has already taken corrective action to ensure future compliance with the law, we strongly encourage complainants to consider whether filing a complaint with our office is necessary. See OML 2016-159; 2016-37.

We remind the public bodies that the Open Meeting Law gives clear authority to the chair of a public body to conduct its meetings as "[n]o person shall address a meeting of a public body without permission of the chair, and all persons shall, at the request of the chair, be silent." G.L. c. 30A, § 20(g). The law further states that, "[n]o person shall disrupt the proceedings of a meeting of a public body. If, after clear warning from the chair, a person continues to disrupt the proceedings, the chair may order the person to withdraw from the meeting and if the person does not withdraw, the chair may authorize a constable or other officer to remove the person from the meeting." Id.

CONCLUSION

For the reasons stated above, we find that the Council, Board of Assessors, Licensing Board, Committee and Subcommittee did not violate the Open Meeting Law. We now consider the complaints addressed by this determination to be resolved. This determination does not address any other complaints that may be pending with our office or the Council, Board of Assessors, Licensing Board, Committee and Subcommittee. Please feel free to contact our office at (617) 963-2540 if you have any questions regarding this letter.

Sincerely,



KerryAnne Kilcoyne
Assistant Attorney General
Division of Open Government

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cc: Patrick Higgins
Fall River City Council
Fall River Board of Assessors
Fall River Licensing Board
Fall River City Council Committee on Public Works & Transportation
Fall River City Council Subcommittee on Economic Development & Tourism

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



OPEN MEETING LAW COMPLAINT FORM

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

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Please note that all fields are required unless otherwise noted.

Your Contact Information:

First Name: Patrick Last Name: Higgins

Address: P O Box 24

City: Swansea State: MA Zip Code: 02777

Phone Number: +1 (508) 674-3140 Ext.

Email: PATRICK@PATRICKHIGGINS.CO

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

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

(For statistical purposes only)

☒ Individual ☐ Organization ☐ Media

Public Body that is the subject of this complaint:

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

Name of Public Body (including city/town, county or region, if applicable): Fall River Committee on Economic Development & Tourism

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

Date of alleged violation: Jun 26, 2018

Description of alleged violation:

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

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

Fall River Committee on Economic Development & Tourism violated the open meeting law by holding their meeting at the Fall River Government Center knowing that Richard Branco could not attend this meeting under threat of arrest for trespassing. The city administrator, Cathy Ann Viveiros issued a no trespass order to Richard Branco on April 26, 2018 notifying him that his presence in Government Center would result in his arrest for trespassing. The Fall River Committee on Economic Development & Tourism knew or should have known that Richard Branco was prohibited from attending and observing the Fall River Committee on Economic Development & Tourism meeting under threat of arrest and should have moved their meeting to a location where all people, including Richard Branco and any other persons who have been served with No Trespass notices, could attend if they desired to.

See <http://www.heraldnews.com/news/20180619/two-issued-no-trespassing-orders-at-fall-river-government-center>; also Division of Open Government determination letter 2018-77.

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

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

Move all meetings of the public bodies from Government Center to a location where no one is prevented from attending and observing the meeting under threat of arrest for trespassing.

Review, sign, and submit your complaint

I. Disclosure of Your Complaint.

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

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

II. Consulting With a Private Attorney.

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

III. Submit Your Complaint to the Public Body.

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

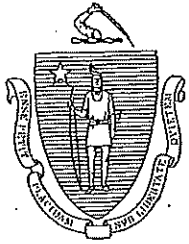
By signing below, I acknowledge that I have read and understood the provisions above and certify that the information I have provided is true and correct to the best of my knowledge.

Signed: 

Date: 6/26/18

For Use By Public Body
Date Received by Public Body:

For Use By AGO
Date Received by AGO:



MAURA HEALEY
ATTORNEY GENERAL

THE COMMONWEALTH OF MASSACHUSETTS
OFFICE OF THE ATTORNEY GENERAL

ONE ASHBURTON PLACE
BOSTON, MASSACHUSETTS 02108

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

February 22, 2019

OML 2019 - 14

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

CITY CLERK
FALL RIVER, MA

2019 FEB 25 A 11:07

RECEIVED

RE: Open Meeting Law Complaints

Dear Attorney Macy:

This office received six related complaints from Patrick Higgins, dated July 17 and July 24, alleging that the Fall River City Council (the "Council"), the Fall River Board of Assessors (the "Board of Assessors"), the Fall River Licensing Board (the "Licensing Board"), the Fall River City Council Committee on Public Works & Transportation (the "Committee"), and the Fall River City Council Subcommittee on Economic Development & Tourism (the "Subcommittee") violated the Open Meeting Law, G.L. c. 30A, §§ 18-25.¹ Two complaints were separately filed with the Council and Board of Assessors on June 20, and you responded, on behalf of those public bodies, by separate letters dated July 2 and July 20, respectively. Four complaints were then separately filed with the Council, Licensing Board, Committee and Subcommittee on June 26, and you responded, on behalf of those public bodies, by separate letters dated July 20.² The complaints allege that meetings held by the Council, Board of Assessors, Licensing Board, Committee, and Subcommittee between June 14 and July 12 were not accessible to the public.

We appreciate the patience of the parties while we reviewed these matters. Following our review, we find that the Council, Board of Assessors, Licensing Board, Committee and Subcommittee did not violate the Open Meeting Law as alleged. In reaching this determination,

¹ All dates in this letter refer to the year 2018.

² We remind the public bodies that the Open Meeting Law requires that within 14 business days of receipt of a complaint, the public body must to review the complaint's allegations; take remedial action, if appropriate; send to the complainant a response and a description of any remedial action taken; and send to the Attorney General a copy of the complaint and a description of any remedial action taken. G.L. c. 30A, § 23(b); 940 CMR 29.05(5). We note that the Licensing Board sought and was granted an extension of time by our office.

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we reviewed the original complaints, the public bodies' responses to the complaints, and the complaints filed with our office requesting further review. In addition, we spoke with the complainant by telephone on September 25; and with Richard Branco by telephone on October 1.

FACTS

We find the facts as follows. On April 26, Fall River City Administrator Cathy Ann Viveiros issued a No Trespass Order, pursuant to G.L. c. 266, to Richard Branco stating that he could not enter City Hall, located at One Government Center in Fall River.

On June 21, Fall River Corporation Counsel issued a memorandum to all Department Heads, Board Chairmen, Committee Chairmen, and City Councilors with respect to the No Trespass Order. The memorandum advised that the No Trespass Order "should not be interpreted or enforced to prevent [the] individual from attending scheduled and noticed public meetings or hearings." The individual "may attend such meetings so long as they conduct themselves appropriately." Mr. Branco was then informed of his right to attend any public meetings held at City Hall.

The Board of Assessors held a meeting on June 14. The Committee held a meeting on June 25. The Licensing Board and Subcommittee each held a meeting on June 26. The Council held meetings on June 26 and July 12. All meetings were held in City Hall at One Government Center. Mr. Branco did not attend any of the meetings nor did he file an open meeting law complaint alleging that the meetings were inaccessible.

DISCUSSION

The Open Meeting Law was enacted "to eliminate much of the secrecy surrounding deliberations and decisions on which public policy is based." Ghiglione v. School Committee of Southbridge, 376 Mass. 70, 72 (1978). The law requires that meetings of a public body be properly noticed and open to members of the public, unless an executive session is convened. See G.L. c. 30A, §§ 20(a)-(b), 21. Access to a meeting must include the opportunity to be physically present, as well as to see and hear what is being discussed by the members of the public body. See OML 2017-135; OML 2015-38; OML 2014-3; OML 2013-189.³ A public body must be able to take reasonable steps to ensure the safety and good order of public meetings. See OML 2015-92. By "good order" we mean protection against violent, threatening or abusive behavior, and not merely behavior that may disrupt a meeting. Disruptive behavior should be addressed by removing the person from the meeting. See G.L. c. 30A, § 20(g).

The complaints allege that meetings of the Council, Board of Assessors, Licensing Board, Committee and Subcommittee held between June 14 and July 12 were not open to the public. We note that these meetings were open meetings accessible to the general public, but we review to determine whether the meetings were also accessible to Mr. Branco. At the time of the

³ Open Meeting Law determinations may be found at the Attorney General's website, www.mass.gov/ago/openmeeting.

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June 25, June 26 and July 12 meetings, the public bodies and Mr. Branco were aware that the No Trespass Order did not prohibit him from attending public meetings, unlike the Board of Assessors' meeting that was held on June 14. However, our investigation did not show that Mr. Branco sought to attend the June 14 meeting or request permission to attend and was denied. We cannot, therefore, conclude that he was actually excluded from the Board of Assessors' June 14 meeting. Compare OML 2018-77 (finding that a public body violated the Open Meeting Law by excluding the complainant from its meetings after he expressed interest in attending but was told he was not allowed, and where there were no specific incidents of physical aggression, violence or threats of harm). Based on the facts before us, we are unable to find that Mr. Branco was improperly excluded from any meeting held between June 14 and July 12. We commend the public bodies for taking appropriate remedial action by issuing the memorandum and advising all interested parties that Mr. Branco was not prohibited from attending scheduled and noticed public meetings or hearings and advise that any no-trespass order issued in the future be drawn as narrowly as possible to avoid unnecessarily excluding individuals from posted meetings of public bodies. Where, as occurred here, a public body has already taken corrective action to ensure future compliance with the law, we strongly encourage complainants to consider whether filing a complaint with our office is necessary. See OML 2016-159; 2016-37.

We remind the public bodies that the Open Meeting Law gives clear authority to the chair of a public body to conduct its meetings as "[n]o person shall address a meeting of a public body without permission of the chair, and all persons shall, at the request of the chair, be silent." G.L. c. 30A, § 20(g). The law further states that, "[n]o person shall disrupt the proceedings of a meeting of a public body. If, after clear warning from the chair, a person continues to disrupt the proceedings, the chair may order the person to withdraw from the meeting and if the person does not withdraw, the chair may authorize a constable or other officer to remove the person from the meeting." Id.

CONCLUSION

For the reasons stated above, we find that the Council, Board of Assessors, Licensing Board, Committee and Subcommittee did not violate the Open Meeting Law. We now consider the complaints addressed by this determination to be resolved. This determination does not address any other complaints that may be pending with our office or the Council, Board of Assessors, Licensing Board, Committee and Subcommittee. Please feel free to contact our office at (617) 963-2540 if you have any questions regarding this letter.

Sincerely,



KerryAnne Kilcoyne
Assistant Attorney General
Division of Open Government

17

cc: Patrick Higgins
Fall River City Council
Fall River Board of Assessors
Fall River Licensing Board
Fall River City Council Committee on Public Works & Transportation
Fall River City Council Subcommittee on Economic Development & Tourism

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



OPEN MEETING LAW COMPLAINT FORM

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

Please note that all fields are required unless otherwise noted.

Your Contact Information:

First Name: Patrick Last Name: Higgins

Address: P O Box 24

City: Swansea State: MA Zip Code: 02777

Phone Number: +1 (508) 674-3140 Ext.

Email: PATRICK@PATRICKHIGGINS.CO

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

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

(For statistical purposes only)

☒ Individual ☐ Organization ☐ Media

Public Body that is the subject of this complaint:

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

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

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

Date of alleged violation: Jun 26, 2018

17

Description of alleged violation:

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

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

Fall River City Council violated the open meeting law by holding their meeting at the Fall River Government Center knowing that Richard Branco could not attend this meeting under threat of arrest for trespassing. The city administrator, Cathy Ann Viveiros issued a no trespass order to Richard Branco on April 26, 2018 notifying him that his presence in Government Center would result in his arrest for trespassing. The Fall River City Council knew or should have known that Richard Branco was prohibited from attending and observing the Fall River City Council meeting under threat of arrest and should have moved their meeting to a location where all people, including Richard Branco and any other persons who have been served with No Trespass notices, could attend if they desired to.

See <http://www.heraldnews.com/news/20180619/two-issued-no-trespassing-orders-at-fall-river-government-center>; also Division of Open Government determination letter 2018-77.

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

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

Move all meetings of the public bodies from Government Center to a location where no one is prevented from attending and observing the meeting under threat of arrest for trespassing.

Review, sign, and submit your complaint

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

II. Consulting With a Private Attorney.

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

III. Submit Your Complaint to the Public Body.

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

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

Signed: 

Date: 6/26/18

For Use By Public Body

Date Received by Public Body:

For Use By AGO

Date Received by AGO:

REGULAR MEETING OF THE CITY COUNCIL

MEETING: Tuesday, January 22, 2019 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: Joseph I. Macy, Corporation Counsel

President Cliff Ponte called the meeting to order at 7:22 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

A motion was made by Councilor Stephen R. Long and seconded by Councilor Bradford L. Kilby to take item #9B out of order, but was then withdrawn by Councilor Stephen R. Long.

1. Mayor requesting confirmation of the reappointment of Victor Farias as the Veterans Grave Officer
On a motion made by Councilor Bradford L. Kilby and seconded by Councilor Stephen R. Long, it was voted to confirm the reappointment, with Councilor Shawn E. Cadime opposed.
2. Mayor requesting confirmation of the reappointment of Nancy C. Fell as a member of the Library Trustees
Councilor Shawn E. Cadime stated that he is voting no on all appointments being submitted by the Mayor. He then stated that he is not opposed to Nancy Fell, as he has worked with her previously and knows her qualifications, but he wants to be consistent with his votes. On a motion made by Councilor Bradford L. Kilby and seconded by Councilor Stephen R. Long, it was voted to confirm the reappointment, with Councilor Shawn E. Cadime opposed.
3. Mayor requesting confirmation of the appointment of Donna Williams as a member of the Library Trustees
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.

4. Transfers and appropriations - \$134,000 from the EMS Fund Free Cash to
 - a. EMS Expenses - \$94,000
 - b. EMS Capital - \$40,000

On a motion made by Councilor Shawn E. Cadime and seconded by Councilor Leo O. Pelletier, it was unanimously voted to adopt both items 4a. and 4b.

On a motion made by Councilor Stephen R. Long and seconded by Councilor Shawn E. Cadime, it was unanimously voted to take item #9B out of order.

- 9b. Corporation Counsel be invited to the January 22, 2019 City Council Meeting to

Provide an update regarding the SSTAR lawsuit against the City.

On a motion made by Councilor Shawn E. Cadime and seconded by Councilor Leo O. Pelletier, it was unanimously voted to adopt the resolution. On a further motion made by Councilor Shawn E. Cadime and seconded by Councilor Leo O. Pelletier, it was unanimously voted to waive the rules to allow Corporation Counsel to provide an update on the matter. Corporation Counsel stated that in 2017 he rendered an opinion at the request of Councilor Stephen R. Long (copy of said opinion is attached hereto and made a part of these minutes) regarding Stanley Street Treatment and Resources. Councilor Stephen R. Long stated that he believes that Fall River has been a great host to this organization. Corporation Counsel stated that he feels this is a zoning matter. He also mentioned that SSTAR is stating that they are exempt from zoning regulations, according to the Dover Amendment, which is Chapter 40A, Section 3 of Massachusetts General Laws. This law exempts educational corporations from certain zoning restrictions. Additionally, he stated that on January 10, 2019 he appeared in Superior Court arguing against SSTAR's motion for a preliminary injunction. He then stated that he can also share with everyone that the City is engaged in discovery and is awaiting the judge's decision. Corporation Counsel then stated that he will forward any information regarding this case, to the City Council Office. Councilor Stephen R. Long then stated that Fall River has been a gracious host and now SSTAR is attacking Fall River, like it is the enemy and he takes offense to that because Fall River has done more than its fair share in the opioid addiction crisis. Councilor Bradford L. Kilby asked Corporation Counsel if this was a novel case or if similar facts have been litigated before in Massachusetts. Corporation Counsel stated that it is not novel because there are plenty of laws like the Dover Amendment, but it always comes down to the factual determination of whether the program provides therapeutic treatment, in which case it is not educational, or whether there is an educational component with some therapeutic involvement, in which case it falls under the Dover Amendment, as outlined in the March 2017 letter from Corporation Counsel to Councilor Stephen R. Long. He also stated that educational has to be the dominant or predominant role for it to come under the Dover Amendment.

On a motion made by Councilor Steven A. Camara and seconded by Councilor Bradford L. Kilby, it was unanimously voted to take item #9A out of order.

- 9a. Fall River Public School COO - re: approval of a five year contract for a portion of transportation

On a motion made by Councilor Shawn E. Cadime and seconded by Councilor Bradford L. Kilby, it was unanimously voted to adopt the order.

Approved, January 25, 2019, Mayor Jasiel F. Correia II

5. Mayor and Five Year Financial Forecast of City Revenues and Expenditures
On a motion made by Councilor Shawn E. Cadime and seconded by Councilor Bradford L. Kilby, it was unanimously voted to refer the matter to the Committee on Finance.

6. Mayor and Five Year Capital Improvement Plan
On a motion made by Councilor Shawn E. Cadime and seconded by Councilor Stephen R. Long, it was unanimously voted to refer the matter to the Committee on Finance. On a further motion made by Councilor Joseph D. Camara and seconded by Councilor Shawn E. Cadime, it was unanimously voted to adopt an order scheduling a public hearing for February 19, 2019.

7. Mayor and order re: Property Taking for MBTA Rail Station
On a motion made by Councilor Shawn E. Cadime and seconded by Councilor Stephen R. Long, it was unanimously voted to adopt the order.
Approved, January 25, 2019, Mayor Jasiel F. Correia II

PRIORITY COMMUNICATIONS

8. City Auditor and order re: Application of Bond Premium
On a motion made by Councilor Shawn E. Cadime and seconded by Councilor Stephen R. Long, it was unanimously voted to adopt the order.
Approved, January 29, 2019, Mayor Jasiel F. Correia II

9. City Planner re: Planning Board Representative on the Community Preservation Committee
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.

COMMITTEE REPORTS – None

ORDINANCES – None

RESOLUTIONS – None

CITATIONS

10. American Red Cross Four Winds Fire Volunteers:

Pedro Aldahondo	Jamie Barry	Janette Beal	Edward Blanchard
Carol Bliss	Jessica Bowe	Anne Callanan	Shawn Carreira
Stephen Coady	Mark Cook	Lucy Costa	Ann Curran
Ann Marie Cywinski	Tycho Dickerson	Kathy Donelan	Danielle Early
Jamey Ellis	Andrew Enos	Suzanne Gokavi	Hilary Greene
Jeff Hall	Kevin Ham	Anne Harris	Elizabeth Hartman
Valerie Hoy	Elise Hui	Paul Kastner	Anne Katz-Jacobson
Jimmy Koczirka	Anthony Lessa	Katherine MacKenzie	David Madara
Kenney Maxfield	Carisa McLaughlin	Mark McLoughlin	Rhonda McLoughlin
Kyle McWilliam-Lopez	Regina Nathan	Steve Nearman	Paul Neuger
Bonnie Norton	Jane Robinson	William Roe	Larry Ruelle Jr
Mary Schaier	Peter Screnci	Deborah Shea	Jane Shelley
Margaret Tompsett	Charles Uchendu	Charles Vose	Anne Williams
Robert Yulie	Lloyd Ziel		

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

11. Sharron Schoonover Furtado – Fire Fighter Wives Assoc., Inc. for assisting those displaced by the Four Winds Fire
On a motion made by Councilor Steven A. Camara and seconded by Councilor Stephen R. Long, it was unanimously voted to adopt the citation.
12. Jason Campbell – Recipient of the 2018 Firefighter of The Year Award
On a motion made by Councilor Shawn E. Cadime and seconded by Councilor Stephen R. Long, it was unanimously voted to adopt the citation.

ORDERS – HEARINGS – None

ORDERS – MISCELLANEOUS

13. Police Chief's report on licenses:

Taxicab Drivers:

Timothy E. Adams
Raymond Cabral
Timothy Faria
Eddie Parson
Loreta Valkova

Patrick Bourassa
Melissa Carvalho
Susan Greigo
Ashley Souza

Lynn-Mary Cabral
Michael Diniz
David Marshall, Sr.
Antonio Sparshott

Private Livery Driver

David Marshall, Sr.

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

COMMUNICATIONS – INVITATIONS – PETITIONS

14. Claims

On a motion made by Councilor Bradford L. Kilby and seconded by Councilor Shawn E. Cadime, it was unanimously voted to refer the claims to Corporation Counsel.

15. Zoning Board of Appeals Minutes – October 18, 2018

On a motion made by Councilor Shawn E. Cadime and seconded by Councilor Leo O. Pelletier, it was unanimously voted that the minutes be accepted and placed on file.

City Council Meeting Minutes

16. Special Meeting of the City Council – January 2, 2019

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

17. Committee on Finance – January 8, 2019

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

BULLETINS – NEWSLETTERS – NOTICES

18. Notice of Casualty and Loss at Huard Street

On a motion made by Councilor Shawn E. Cadime and seconded by Councilor Bradford L. Kilby, it was unanimously voted that the notice be accepted and placed on file.

ITEMS FILED AFTER THE AGENDA WAS PREPARED:
CITY COUNCIL MEETING DATE: JANUARY 22, 2019

ORDERS – MISCELLANEOUS

13a. City Council Meeting dates – reschedule February and March 2019 dates
On a motion made by Councilor Shawn E. Cadime and seconded by Councilor Leo O. Pelletier, it was unanimously voted to adopt the order.

COMMUNICATIONS – INVITATIONS – PETITIONS

17a. Communication from a constituent regarding the signing of petition/nomination papers
On a motion made by Councilor Shawn E. Cadime and seconded by Councilor Bradford L. Kilby, it was unanimously voted to refer the communication to the Board of Election Commissioners.

On a motion made by Councilor Shawn E. Cadime and seconded by Councilor Leo O. Pelletier, it was unanimously voted to adjourn at 8:00 p.m.

List of documents and other exhibits used during the meeting:

Agenda packet (attached)

DVD of meeting

Corporation Counsel Opinion regarding Stanley Street Treatment and Resources

A true copy. Attest:

Alison M. Bruchard

City Clerk

COMMITTEE ON FINANCE

MEETING: Tuesday, February 5, 2019 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,
Leo O. Pelletier and Derek R. Viveiros

ABSENT: Councilor Stephen R. Long

IN ATTENDANCE: Cathy Ann Viveiros, City Administrator
Mary Sahady, Director of Financial Services
Chief John D. Lynch, Fall River Fire Department
Tim Oliveira, EMS Director
Earle Gaudette, President, Maplewood Neighborhood Association,
38 Gaudette Drive, Fall River, MA

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:

None

2. Transfers and appropriations

The City Administrator gave an overview of the transfer and appropriation for \$160,000 from Morton Middle School Inactive Fund to the Maplewood Park Acquisition. People Inc., has five parcels for sale with an offer to purchase all five from another party for \$80,000 per parcel. People Inc. approached the Administration to offer them the opportunity to purchase the two corner lots on Stafford Road and Chicago Street so that the City may increase the footprint of Maplewood Park.

Councilor Shawn E. Cadime asked the City Administrator what the planned use of the two parcels would be. The City Administrator stated that the Board of Park Commissioners would determine the use of the parcels but believes it will be used as grassed area increasing the size of Maplewood Park. Councilor Shawn E. Cadime then stated that \$160,000 is an exorbitant amount of money for grassed area and is not a good use of funds. He further stated that money in the Morton Middle School Inactive Fund should be used towards school needs and feels that requesting funds through the Community Preservation Committee (CPC) as an open space project is more appropriate. Earle Gaudette, President of the Maplewood Neighborhood Association stated that the neighborhood is in favor of obtaining the two parcels and offered to purchase signage for the new area.

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Councilor Pam Lalibert-Lebeau asked the City Administrator if they had spoken with the Board of Park Commissioners in regards to obtaining the parcels. The City Administrator replied that they had not reached out to the Board of Park Commissioners regarding the opportunity to purchase the two parcels until they were certain that they would be able to appropriate the funds to go into a purchase and sale agreement. Councilor Pam Lalibert-Lebeau stated that the Parks Division is limited on funds and staffing. Therefore, she would have found it more appropriate to have contacted the Board of Park Commissioners to receive their input as to how the land will be used and maintained since they have oversight over the parks.

City Council President Cliff Ponte, relinquished the chair to Council Vice President Pam Laliberte-Lebeau at 6:29 p.m. and returned to the podium at 6:53 p.m. after delivering his remarks. President Cliff Ponte thanked Mr. Gaudette for the Neighborhood Association's willingness to pay for signage for Maplewood Park, and like the Little Leagues in the City that bear the burden of maintaining the lights in the parks, he feels that the cost of signage and lighting should be assumed by the City and not the residents. President Cliff Ponte further stated that the other three parcels owned by People Inc., have more buildability and value than the two parcels being offered to the City and urged the Administration to negotiate for a lower purchase price. Councilor Shawn E. Cadime suggested that the City Council consider holding an Executive Session to discuss negotiation strategies.

3. Collective bargaining agreement for AFSCME – EMS Unit

The City Administrator stated that the City and the AFSCME EMS Unit have successfully negotiated a three year contract beginning July 1, 2019 through June 30, 2022. She explained that both Fire and EMS have worked very diligently to integrate their divisions and their efforts to increase services to 911 and ambulance transfer services. The City Administrator stated that the new contract now allows for changes in scheduling and appropriately compensates the EMS/Paramedic personnel. She further stated that the terms of the contract are to take effect beginning on July 1, 2019, with the exception of one section the EMS Division is requesting to immediately implement on a trial basis for one year pertaining to 24 hour work shifts. She said that many other communities are structured using 24 hour shifts and that these changes to the agreements will help retain quality EMS personnel.

Fire Chief John D. Lynch stated that in the last 18 months the EMS Division has lost 13 paramedics to other surrounding communities and feels that appropriate compensation is necessary.

Council President Cliff Ponte stated two years ago the EMS Division was granted an 11% pay increase and asked the Administration what the increase would be with the new contract. The City Administrator stated that there would be a 4% pay increase year one and then a 1% increase per year for the remaining two years of the contract.

Councilor Shawn E. Cadime asked what the entire financial cost would be, during which Fire Chief John D. Lynch responded it would be \$341,943.00. The City Administrator stated that the amount is the cost for the parity adjustments for year 1 and then a 1% increase per year for the remaining two years. Councilor Shawn E. Cadime questioned areas of the contract such as overtime, longevity and maternity leave and the costs associated to fund those benefits. The City Administrator stated that the EMS Division has a good revenue stream and now with providing ambulance transfer services they can easily support their new contract.

4. Resolution to discuss plan for paying the City's portion of the new Durfee High School's debt service (referred 12-19-17)

On a motion made by Councilor Steven A. Camara and seconded by Councilor Bradford L. Kilby, it was voted 5 yeas and 3 nays to recommend the resolution be granted leave to withdraw, with Councilors Shawn E. Cadime, Pam Laliberte-Lebeau and Cliff Ponte voting in the negative and Councilor Stephen R. Long absent and not voting.

5. Mayor and Five Year Financial Forecast of City Revenues and Expenditures
(referred 1-22-19)

The City Administrator stated that per the City Charter the Administration is to provide a five year financial forecast on January 1st. She stated that it is difficult to make projections six months prior to the beginning of the new fiscal year. Therefore, the document presented to the Council is a living document in which the figures and projections can change daily since it was prepared prior to active preparations for the FY 2020 budget.

Councilor Pam Laliberte-Lebeau stated that the Governor's budget was recently presented at the Mayor's press conference, which was after the forecast was prepared, and asked the Director of Financial Services if she could provide an update with the amount provided to the City.

Mary Sahady, Director of Financial Services, stated that since the press conference the numbers again have changed. She stated that there was a significant increase this year in the Governor's budget in both state aid in the governmental entity as well as state aid allocated to Chapter 70 and the charter school assessments. Since the press conference, the foundation budget for the School Department has been presented, which now changes the City's responsibilities regarding net school spending. She further stated that the forecast they prepared is based on previous historical data from prior budgets. As they work towards completing the FY 2020 budgets they will not be updating the forecast until the budget is presented to the Council. They will update the projection of years 2021-2025 based on the completion of FY 2020. Councilor Pam Laliberte-Lebeau asked the Director of Financial Services which department budgets she is waiting for. The Director of Financial Services stated the larger departments, Police, Fire, DCM, and Facilities Maintenance along with others. She stated they did receive the budget for MIS along with some of the smaller departments.

Councilor Joseph D. Camara said it is still very premature to determine whether the budget will be balanced and then asked how many departments have submitted their budgets. The Director of Financial Services stated 9 out of 30 have submitted their budgets for FY 2020 and noted that the deadline for submission had not passed.

Councilor Shawn E. Cadime stated that the FY 2020 projection did not include the purple bag revenue which is now a decrease of \$1.3 Million and also said that the Mayor wants to remove the flat rate storm water fee that is used towards the unfunded CSO projects. Councilor Shawn E. Cadime further stated that it is not financially responsible to eliminate sources of revenue when the City has numerous state and federal mandates as well as debt services needing to be funded without a plan to increase revenue other than looking to the taxpayers.

Citizens' Input Time – After Discussion of Financial Matters:

David DeLima, 454 Birch Street – Diman RVTHS Superintendent Thomas Aubin

On a motion made by Councilor Shawn E. Cadime and seconded by Councilor Leo O. Pelletier, it was unanimously voted to adjourn at 8:05 p.m.

List of documents and other exhibits used during the meeting:

Agenda packet (attached)

DVD of meeting

Statement of the appraised value and map for Lot 1 Stafford Road and Lot 2 Chicago Street



Assistant Clerk of Committees

CITY COUNCIL PUBLIC HEARINGS

MEETING: Tuesday, February 19, 2019 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
Leo O. Pelletier

ABSENT: Councilor Derek R. Viveiros

IN ATTENDANCE: Mary Sahady, Director of Financial Services

Councilor Leo O. Pelletier arrived at 5:58 p.m.

The President called the meeting to order at 5:57 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:

Curb Removals

1. Joseph Raposa, 166 Arizona Street, requests the removal of an additional 16 feet of curbing to the existing 21 foot driveway opening on the west side of the property facing Arizona Street as follows:

	Existing Driveway	Proposed Driveway Access	Existing To Be Replaced	Total Driveway Access
166 Arizona Street	21'	16'	0'	37'

The parcel contains a duplex. The existing curb opening serves the residence on the west, therefore the petitioner would like to construct a driveway to serve the residence on the east.

The proposed work improves access to the property and does not cause a significant adverse effect on on-street parking in that area. However, an existing fence on the petitioner's property obstructs the view of vehicles approaching Arizona Street from the northwest on County Street. To provide a safe access when using the driveway, the Engineering Division is requiring that the fence be removed or lowered to a height of no more than 42 inches for the fence along Arizona Street approaching County Street, around the corner, and for a 30 foot straight line run along County Street from the corner.

On a motion made by Councilor Shawn E. Cadime and seconded by Councilor Steven A. Camara, it was unanimously voted that the hearing be opened, with Councilor Derek R. Viveiros absent and not voting. The President then directed the proponents to be heard and no one came forward. The President then directed the opponents to be heard and there were no opponents. On a motion made by Councilor Bradford L. Kilby and seconded by Councilor Steven A. Camara, it was unanimously voted to close the hearing, with Councilor Derek R. Viveiros absent and not voting.

2. Gaby T. Rahme, 121 Garfield Street, requests the removal of 14 feet 6 inches of curbing to widen their pre-existing 15 foot driveway opening as follows:

	Existing Driveway	Proposed Driveway Access	Existing To Be Replaced	Total Driveway Access
121 Garfield Street	15'	14' 6"	0'	29' 6"

The driveway does not interfere with utilities or signage, and does not have an adverse effect on on-street parking. (work previously completed as part of home construction)

On a motion made by Councilor Shawn E. Cadime and seconded by Councilor Steven A. Camara, it was unanimously voted that the hearing be opened, with Councilor Derek R. Viveiros absent and not voting. The President then directed the proponents to be heard and no one came forward. The President then directed the opponents to be heard and there were no opponents. On a motion made by Councilor Steven A. Camara and seconded by Councilor Leo O. Pelletier, it was unanimously voted to close the hearing, with Councilor Derek R. Viveiros absent and not voting.

3. Johnny Torres, 1169 Newhall Street, requests the removal of 22 feet of curbing to widen their pre-existing 18 foot driveway opening as follows:

	Existing Driveway	Proposed Driveway Access	Existing To Be Replaced	Total Driveway Access
1169 Newhall Street	18'	22'	0'	40'

The driveway does not interfere with utilities or signage, and does not have an adverse effect on on-street parking. (work previously completed during sewer repair on the property)

On a motion made by Councilor Shawn E. Cadime and seconded by Councilor Steven A. Camara, it was unanimously voted that the hearing be opened, with Councilor Derek R. Viveiros absent and not voting. The President then directed the proponents to be heard and no one came forward. The President then directed the opponents to be heard and there were no opponents. On a motion made by Councilor Steven A. Camara and seconded by Councilor Bradford L. Kilby, it was unanimously voted to close the hearing, with Councilor Derek R. Viveiros absent and not voting.

4. Odete M. Costa, 75 Oak Street, requests the removal of an additional 18 feet 4 inches of curbing to the east side of the property to improve off-street parking access as follows:

	Existing Driveway	Proposed Driveway Access	Existing To Be Replaced	Total Driveway Access
75 Oak Street	22' 7"	8' 4"	0'	30' 11"

75 Oak Street is a multi-family residence that has an existing 22 foot 7 inch driveway opening on the south side of the property facing Bank Street. The proposed work improves access to the property and does not cause a significant adverse effect on on-street parking in that area. The 8 foot 4 inch extension would marginally impact on-street parking by removing a half a car length.

On a motion made by Councilor Leo O. Pelletier and seconded by Councilor Bradford L. Kilby, it was unanimously voted that the hearing be opened, with Councilor Derek R. Viveiros absent and not voting. The President then directed the proponents to be heard and no one came forward. The President then directed the opponents to be heard and there were no opponents. On a motion made by Councilor Steven A. Camara and seconded by Councilor Bradford L. Kilby, it was unanimously voted to close the hearing, with Councilor Derek R. Viveiros absent and not voting.

5. Kevin Santos, 739 Robeson Street, requests the removal of an additional 13 feet of curbing to the existing 14 foot driveway opening on the east side of the property facing Burt Street as follows:

	Existing Driveway	Proposed Driveway Access	Existing To Be Replaced	Total Driveway Access
737 Robeson Street	14'	13'	0'	27'

This would allow a car to enter the driveway on Burt Street and exit the driveway onto Robeson Street. The proposed work improves safe egress from the property and does not cause a significant adverse effect on on-street parking in that area. The opening would eliminate one on-street parking space.

On a motion made by Councilor Steven A. Camara and seconded by Councilor Leo O. Pelletier, it was unanimously voted that the hearing be opened, with Councilor Derek R. Viveiros absent and not voting. The President then directed the proponents to be heard and no one came forward. The President then directed the opponents to be heard and there were no opponents. On a motion made by Councilor Steven A. Camara and seconded by Councilor Leo O. Pelletier, it was unanimously voted to close the hearing, with Councilor Derek R. Viveiros absent and not voting.

Capital Improvement Plan

6. Administration to present the Capital Improvement Plan for Fiscal Years ending June 30, 2020 through June 30, 2024.

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 Councilor Derek R. Viveiros absent and not voting. The President then directed the proponents to be heard and Mary Sahady, Director of Financial Services, came forward. The Director of Financial Services gave a brief overview of the Capital Improvement Plan. She stated that this plan represents the needs of the City for the next five years and many of these items the Council may have already seen in the report from the Collin Center. The President then directed the opponents to be heard and there were no opponents. On a motion made by Councilor Steven A. Camara and seconded by Councilor Leo O. Pelletier, it was unanimously voted to close the hearing, with Councilor Derek R. Viveiros absent and not voting.

On a further motion made by Councilor Shawn E. Cadime and seconded by Councilor Leo O. Pelletier, it was unanimously voted to adjourn at 6:06 p.m.

List of documents and other exhibits used during the meeting:

Agenda (attached)

DVD of meeting

Capital Improvement Plan

A true copy. Attest:

Alison M. Bouchard

City Clerk

