



# City of Fall River Massachusetts

## Office of the City Clerk

**ALISON M. BOUCHARD**  
CITY CLERK

**INÊS LEITE**  
ASSISTANT CITY CLERK

### **REGULAR MEETING OF THE CITY COUNCIL**

**MEETING:** Tuesday, April 20, 2021 at 7:00 p.m.  
Council Chamber, One Government Center

**PRESENT:** President Cliff Ponte, presiding;  
Councilors Shawn E. Cadime, Michelle M. Dionne,  
Bradford L. Kilby, Pam Laliberte-Lebeau, Trott Lee, Christopher M.  
Peckham, Leo O. Pelletier and Linda M. Pereira

**ABSENT:** None

**IN ATTENDANCE:** John Perry, Director of Community Maintenance

President Cliff Ponte called the meeting to order at 9:28 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. Mayor requesting confirmation of the reappointment of Ann Rockett-Sperling to the Board of Library Trustees

*On a motion made by Councilor Shawn E. Cadime and seconded by Councilor Bradford L. Kilby, it was unanimously voted to confirm the appointment.*

2. Mayor re: City Council resolution requesting plan from Administration for anticipated funding from American Rescue Plan

*On a motion made by Councilor Linda M. Pereira and seconded by Councilor Bradford L. Kilby, it was unanimously voted that the communication be accepted and placed on file.*

3. Fiscal Year 2021 Quarter 3 Budget Report

*On a motion made by Councilor Christopher M. Peckham and seconded by Councilor Michelle M. Dionne, it was unanimously voted that the report be accepted and placed on file.*

### **PRIORITY COMMUNICATIONS**

4. KP Law, P.C. – Terms of Engagement for legal services

*On a motion made by Councilor Bradford L. Kilby and seconded by Councilor Christopher M. Peckham, it was voted 8 yeas that the communication be accepted and placed on file and Council President Cliff Ponte be authorized to sign the Terms of Engagement Letter, with Councilor Linda M. Pereira voting present.*

5. Council President request to reinstate ShotSpotter and other security cameras  
Councilor Linda M. Pereira stated that she feels this is a good tool for law enforcement and agrees that it should be reinstated. She also mentioned that she would like to see the District Attorney's Office included. Council President Cliff Ponte stated that when ShotSpotter was previously in use in the City, the funding was from a grant secured by the District Attorney's Office. On a motion made by Councilor Linda M. Pereira and seconded by Councilor Leo O. Pelletier, it was unanimously voted to amend the request to include the District Attorney's Office in the funding mechanism. On a further motion made by Councilor Christopher M. Peckham and seconded by Councilor Pam Laliberte-Lebeau, it was unanimously voted that the communication be accepted and placed on file, as amended, a copy of which is attached hereto and made a part of these minutes.

6. Fall River Retirement Board notification of public hearing re: cost of living adjustment  
On a motion made by Councilor Linda M. Pereira and seconded by Councilor Christopher M. Peckham, it was unanimously voted that the communication be accepted and placed on file.

### **COMMITTEE REPORTS – None**

### **ORDINANCES**

#### **Second reading and enrollment:**

7. Proposed Ordinance – Traffic, miscellaneous  
On a motion made by Councilor Christopher M. Peckham and seconded by Councilor Trott Lee, it was unanimously voted to pass the proposed ordinance through second reading and enrollment. On a further motion made by Councilor Shawn E. Cadime and seconded by Councilor Leo O. Pelletier, it was unanimously voted that the proposed ordinance be passed to be ordained.  
Approved, April 22, 2021, Paul E. Coogan, Mayor

#### **Second reading and enrollment, as amended:**

8. Proposed Ordinance – Abutters Lots Program  
On a motion made by Councilor Trott Lee and seconded by Councilor Christopher M. Peckham, it was unanimously voted to pass the proposed ordinance through second reading and enrollment, as amended. On a further motion made by Councilor Christopher M. Peckham and seconded by Councilor Michelle M. Dionne, it was unanimously voted that the proposed ordinance be passed to be ordained, as amended.  
Approved, April 22, 2021, Paul E. Coogan, Mayor

### **RESOLUTIONS**

9. Committee on Health and Environmental Affairs convene to discuss contamination of yard waste and recycling  
On a motion made by Councilor Michelle M. Dionne and seconded by Councilor Christopher M. Peckham, it was unanimously voted to waive the rules to allow the Director of Community Maintenance to answer questions. Councilor Trott Lee stated that a resident posted a video on social media of yard waste and recycling being collected in the same truck, which would contaminate both the yard waste and the recycling. Councilor Michelle M. Dionne asked how much it costs the City to dispose of solid waste and recycling. The Director of Community Maintenance stated that solid waste is approximately \$100.00 per ton and recycling is approximately \$135.00 per ton. He then stated that yard waste disposal is approximately \$78.00 per truckload. Councilor Trott Lee then stated if this incident was not posted on social media no one would have known. The Director of Community Maintenance stated that he is responsible for those actions, but he depends on the foreman to ensure that this contamination

does not occur. Councilor Linda M. Pereira stated that EZ Disposal has been working hard for the City of Fall River and even volunteered to work on a clean-up project in the Flint section of the City. On a further motion made by Councilor Christopher M. Peckham and seconded by Councilor Leo O. Pelletier, it was unanimously voted to adopt the resolution.

**CITATIONS – None**

**ORDERS – HEARINGS**

**Billiards:**

10. CAPMRPM, LLC d/b/a Rack 'Em Up Billiards, 7 Cove Street, Swansea, MA to maintain a pocket billiard room with (19) tables at 129 Griffin Street

*On a motion made by Councilor Shawn E. Cadime and seconded by Councilor Bradford L. Kilby, it was unanimously voted to adopt the order.*

*Approved, April 22, 2021, Paul E. Coogan, Mayor*

*On a motion made by Councilor Shawn E. Cadime and seconded by Councilor Christopher M. Peckham, it was unanimously voted to take items #11 through #13 together.*

**Curb removals:**

11. David Pereira, 430 Alden Street – total of 24' at 430 Alden Street  
12. Manuel Cabral, 29 Mott Street – total of 22' 6" at 29 Mott Street  
13. Alan Macomber, The Creative Class Apartments, 64 Durfee Street – total of 162' at 64 Durfee Street

*On a motion made by Councilor Shawn E. Cadime and seconded by Councilor Linda M. Pereira, it was unanimously voted to adopt items #11 through #13.*

*Approved, April 22, 2021, Paul E. Coogan, Mayor*

**ORDERS – MISCELLANEOUS**

14. **Police Chief's Report on Licenses:**

**Taxicab Drivers:**

Frederick Zawerucka

**2021 Second Hand License Renewals:**

TVI, Inc. d/b/a Savers Thrift Store – 109 Mariano Bishop Boulevard

Michael W. West d/b/a A1 Antiques & Used Furniture – 1091 Plymouth Avenue

**2021 Pool and Billiards Renewals:**

W & L Enterprises d/b/a Rack 'Em Up Billiards – 129 Griffin Street

Robert & John Albin d/b/a Straight Shooters – 288 Plymouth Avenue

*On a motion made by Councilor Christopher M. Peckham and seconded by Councilor Linda M. Pereira, it was unanimously voted to adopt the order.*

**COMMUNICATIONS – INVITATIONS – PETITIONS**

15. Claims

*On a motion made by Councilor Christopher M. Peckham and seconded by Councilor Leo O. Pelletier, it was unanimously voted to refer the claims to Corporation Counsel.*

16. City Engineer – Street opening less than 5 years on London Street

*On a motion made by Councilor Linda M. Pereira and seconded by Councilor Leo O. Pelletier, it was unanimously voted to approve the request.*

*Approved, April 22, 2021, Paul E. Coogan, Mayor*

17. Drainlayer Licenses:

- a. Cryan Landscape Contractors, Inc.
- b. Biszko Contracting Corporation
- c. Steen Realty & Development Corporation
- d. Coastal Water Sewer & Excavation, Inc.
- e. Khoury Excavating, Inc.
- f. G. Lopes Construction, Inc.
- g. K.R. Rezendes, Inc.
- h. Bartlett Consolidated, LLC
- i. Nathanyl Gomes Construction Corporation
- j. Farland Corporation
- k. Alexandre's Excavating, Inc.
- l. Dixon, Inc.
- m. ELJ, Inc.
- n. DaSilva Landscaping & Construction, LLC
- o. Century Paving & Construction Corporation
- p. Thermo-Mechanical Systems, Inc.
- q. Foley Excavation, LLC
- r. Sandstone Construction, Inc.

*On a motion made by Councilor Christopher M. Peckham and seconded by Councilor Michelle M. Dionne, it was unanimously voted to approve the drainlayer licenses.*

*Approved, April 22, 2021, Paul E. Coogan, Mayor*

City Council Meeting Minutes:

18. Committee on Finance – March 9, 2021

*On a motion made by Councilor Christopher M. Peckham and seconded by Councilor Michelle M. Dionne, it was unanimously voted to approve the minutes.*

19. Regular City Council Meeting – March 9, 2021

*On a motion made by Councilor Shawn E. Cadime and seconded by Councilor Christopher M. Peckham, it was unanimously voted to approve the minutes.*

20. Joint Meeting of the City Council and School Committee – March 9, 2021

*On a motion made by Councilor Shawn E. Cadime and seconded by Councilor Christopher M. Peckham, it was unanimously voted to approve the minutes.*

**BULLETINS – NEWSLETTERS – NOTICES** – None

**ITEMS FILED AFTER THE AGENDA DEADLINE:**  
**CITY COUNCIL MEETING DATE: APRIL 20, 2021**

**PRIORITY MATTERS**

3a. Memorandum of Agreement between Local 1314 International Association of Firefighters and City of Fall River

*On a motion made by Councilor Michelle M. Dionne and seconded by Councilor Christopher M. Peckham, it was unanimously voted to lift the matter from the table. On a further motion made by Councilor Bradford L. Kilby and seconded by Councilor Christopher M. Peckham, it was voted 7 yeas, 2 nays to adopt the order, with Councilors Shawn E. Cadime and Cliff Ponte voting in the negative.*

*Approved, April 22, 2021, Paul E. Coogan, Mayor*

## **COMMITTEE REPORTS**

Committee on Economic Development and Tourism recommending:

### **Referral to the Committee on Ordinances and Legislation**

6a. Resolution – Discuss outdoor dining/seating for restaurants

*On a motion made by Councilor Shawn E. Cadime and seconded by Councilor Leo O. Pelletier, it was unanimously voted to refer the matter to the Committee on Ordinances and Legislation.*

6b. Resolution – Public Arts Policy

*Councilor Pam Laliberte-Lebeau stated that she received an email stating that there are other groups who would like to speak regarding the proposed Public Arts Policy, so she would like the matter referred back to the Committee on Economic Development and Tourism. On a motion made by Councilor Shawn E. Cadime and seconded by Councilor Christopher M. Peckham, it was voted 1 yea, 8 nays to refer the matter to the Committee on Ordinances and Legislation, with a copy to Corporation Counsel, with Councilor Linda M. Pereira voting in the affirmative. On a further motion made by Councilor Christopher M. Peckham and seconded by Councilor Pam Laliberte-Lebeau, it was unanimously voted to refer the matter to the Committee on Economic Development and Tourism.*

## **RESOLUTIONS**

9a. Committee on Finance meet with Administration to discuss trash collection and proposal for Cart Program

*Councilor Pam Laliberte-Lebeau stated that trash collection has been discussed at length this evening. She then asked Council President Cliff Ponte if this matter could be scheduled for discussion at the next Committee on Finance meeting scheduled for May 11, 2021 and Council President Cliff Ponte said yes. On a motion made by Councilor Christopher M. Peckham and seconded by Councilor Pam Laliberte-Lebeau, it was unanimously voted to adopt the resolution.*

## **OTHER POTENTIAL MATTERS (to be acted upon if recommendations are received)**

### **COMMITTEE REPORTS**

Committee on Ordinances and Legislation recommendation:

6c. Proposed Ordinance – Salary Schedule

*No report was submitted, matter was tabled in the Committee on Ordinances and Legislation.*

6d. Proposed Ordinance – Traffic, handicapped parking

*On a motion made by Councilor Michelle M. Dionne and seconded by Councilor Trott Lee, it was voted 9 yeas to adopt the emergency preamble. On a further motion made by Councilor Christopher M. Peckham and seconded by Councilor Trott Lee, it was unanimously voted to pass the proposed ordinance through first reading, second reading, passed to be enrolled and passed to be ordained.*

*Approved, April 22, 2021, Paul E. Coogan, Mayor*

Committee on Finance recommendations:

6e. Loan order – \$4,875,000 for Phase 21 Water System Improvements Project

*On a motion made by Councilor Shawn E. Cadime and seconded by Councilor Bradford L. Kilby, it was unanimously voted to adopt the order, as amended.*

*Approved, April 22, 2021, Paul E. Coogan, Mayor*

6f. Loan order – \$4,911,047 for Phase II repairs to the Samuel Watson Elementary School

*On a motion made by Councilor Shawn E. Cadime and seconded by Councilor Christopher M. Peckham, it was unanimously voted to adopt the order, as amended.*

*Approved, April 22, 2021, Paul E. Coogan, Mayor*

6g. Loan order – \$2,400,000 for constructing a synthetic turf varsity baseball field to include lighting at B.M.C. Durfee High School

*On a motion made by Councilor Bradford L. Kilby and seconded by Councilor Leo O. Pelletier, it was voted 7 yeas, 2 nays to adopt the order, as amended, with Councilors Michelle M. Dionne and Trott Lee voting in the negative.*

*Approved, April 22, 2021, Paul E. Coogan, Mayor*

6h. Resolution – CDA Year Two Annual Action Plan

*On a motion made by Councilor Bradford L. Kilby and seconded by Councilor Michelle M. Dionne, it was voted 7 yeas to adopt the order, as amended, with Councilors Pam Laliberte-Lebeau and Cliff Ponte abstaining and not voting.*

*Approved, April 22, 2021, Paul E. Coogan, Mayor*

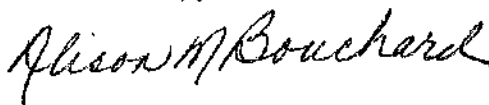
*On a motion made by Councilor Michelle M. Dionne and seconded by Councilor Pam Laliberte-Lebeau, it was unanimously voted to adjourn at 10:15 p.m.*

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, May 11, 2021

Approved.



**City of Fall River  
Massachusetts  
City Council**

RECEIVED

2021 APR 14 P 3:55

CITY CLERK \_\_\_\_\_  
FALL RIVER, MA

**CLIFF PONTE**  
*President  
City Council*

April 14, 2021

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

Dear Mayor Coogan,

At the budget briefing that was held today, Police Chief Cardoza indicated that the cost to reinstate ShotSpotter and other security cameras throughout the City would be approximately \$150,000.00 to \$175,000.00. These tools greatly assist the Police Department with ensuring safety and security to our neighborhoods.

I am hereby requesting that your Administration speak with other city departments, such as Fall River Public Schools and the Fall River Housing Authority to assist with these costs. I believe that reacquiring ShotSpotter and other security cameras would be another significant resource for the Police Department to keep the residents of our City safe. Feel free to contact me with any questions or concerns.

Respectfully submitted,

Cliff Ponte  
City Council President

/ct

CITY OF FALL RIVER  
IN CITY COUNCIL

**APR 20 2021**

*apc placed on file,  
as presented to include  
the DA's office in the  
funding mechanism*







**City of Fall River  
Massachusetts  
City Council**

**CLIFF PONTE**  
*President  
City Council*

April 14, 2021

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

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At the budget briefing that was held today, Police Chief Cardoza indicated that the cost to reinstate ShotSpotter and other security cameras throughout the City would be approximately \$150,000.00 to \$175,000.00. These tools greatly assist the Police Department with ensuring safety and security to our neighborhoods.

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Respectfully submitted,

*Cliff Ponte*

Cliff Ponte  
City Council President

/ct





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

2021 APR 20 12:34 PM

**ORIGINAL POSTING: APRIL 15, 2021 AT 4:21 P.M.**

**ALISON M. BOUCHARD**  
CITY CLERK

**MEETINGS SCHEDULED**  
**TUESDAY, APRIL 20, 2021**  
**CITY COUNCIL CHAMBER, ONE GOVERNMENT CENTER**

**INÊS LEITE**  
ASSISTANT CITY CLERK

**REVISED AGENDA**

**5:15 P.M. CITY COUNCIL COMMITTEE ON ORDINANCES AND LEGISLATION MEETING**  
**5:55 P.M. CITY COUNCIL PUBLIC HEARINGS (OR IMMEDIATELY FOLLOWING THE CITY**  
**COUNCIL COMMITTEE ON ORDINANCES AND LEGISLATION MEETING IF IT RUNS**  
**PAST 5:55 P.M.)**

**Billiards**

1. CAPMRPM, LLC d/b/a Rack 'Em Up Billiards, 7 Cove Street, Swansea, MA for permission to maintain a pocket billiard room with nineteen (19) tables located at 129 Griffin Street on Lot G-27-0004, Assessors Plan.

**Curb Removals**

2. David Pereira, 430 Alden Street, for the removal of curbing as follows:

	Existing opening	Curbing to be removed	Curbing to be added	Proposed Opening after alteration
430 Alden Street	16'	8'	0'	24'

The petitioner is requesting the removal of 8 feet of curbing to widen the driveway opening to 24 feet to eliminate on-street parking and create easier access for tenants.

3. Manuel Cabral, 29 Mott Street, for the removal of curbing as follows:

	Existing opening	Curbing to be removed	Curbing to be added	Proposed Opening after alteration
29 Mott Street	19'	3' 6"	0'	22' 6"

The petitioner is requesting the removal of 3 feet 6 inches of curbing south of the existing 19 foot driveway opening. This request is to allow for improved access to on-site parking for a vehicle with a boat trailer.

4. Alan Macomber, The Creative Class Apartments, 64 Durfee Street, for the removal of curbing as follows:

	Total Existing curb opening	Curbing to be removed	Curbing to be replaced	Proposed opening after alteration
64 Durfee Street	75'	1'	0'	76'
	191'	0'	127'	64'
	65'	0'	43'	22'
Total	331'	1'	170'	162'

The curb removal will reduce driveway openings a total of 170 feet and remove 1 foot of curb located on three parcels associated with the reconfiguration of parking for The Creative Class

**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](mailto:city_clerks@fallriverma.org)

Apartments. This request would allow for improved access to the property. The proposed curb removals will be substantially less than the existing condition.

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

1. Citizen Input  
Due to the COVID-19 Essential Services Advisory, citizen input can be submitted by email to [city\\_council@fallriverma.org](mailto:city_council@fallriverma.org) by Tuesday, April 20, 2021 at 3:00 p.m. to be read at the meeting.
2. \*KP Law, P.C. – Legal Opinion re: Memorandum of Agreement between Local 1314 Firefighters and City of Fall River
3. \*Loan order in the amount of \$4,875,000 for Phase 21 Water System Improvements Project (referred 4-6-21)
4. \*Loan order in the amount of \$4,911,047 for Phase II repairs to the Samuel Watson Elementary School (referred 3-9-21)
5. \*Loan order in the amount of \$1,800,000 for constructing a synthetic turf varsity baseball field at B.M.C. Durfee High School (referred 3-9-21) *(Original loan order updated to include lighting; new proposed amount total: \$2,400,000)*
6. \*Discussion of Fiscal Year 2021 Quarter 3 Budget Report (see item #3 below)
7. \*Discussion with Executive Director of CDA re: Year Two Annual Action Plan (referred 4-6-21)

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

**PRIORITY MATTERS**

1. \*Mayor requesting confirmation of the reappointment of Ann Rockett-Sperling to the Board of Library Trustees
2. \*Mayor re: City Council resolution requesting plan from Administration for anticipated funding from American Rescue Plan
3. \*Fiscal Year 2021 Quarter 3 Budget Report

**PRIORITY COMMUNICATIONS**

4. \*KP Law, P.C. – Terms of Engagement for legal services
5. \*Council President request to reinstate ShotSpotter and other security cameras
6. \*Fall River Retirement Board notification of public hearing re: cost of living adjustment

**COMMITTEE REPORTS – None**

**ORDINANCES**

- Second reading and enrollment:
7. \*Proposed Ordinance – Traffic, miscellaneous
- Second reading and enrollment, as amended:
8. \*Proposed Ordinance – Abutters Lots Program

**RESOLUTIONS**

9. \*Committee on Health and Environmental Affairs convene to discuss contamination of yard waste and recycling

**CITATIONS – None**

**ORDERS – HEARINGS**

- Billiards:
10. CAPMRPM, LLC d/b/a Rack 'Em Up Billiards, 7 Cove Street, Swansea, MA to maintain a pocket billiard room with (19) tables at 129 Griffin Street

Curb removals:

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13. Alan Macomber, The Creative Class Apartments, 64 Durfee Street – total of 162' at 64 Durfee Street

**ORDERS – MISCELLANEOUS**

14. Police Chief's Report on Licenses:

Taxicab Drivers:

Frederick Zawerucka

2021 Second Hand License Renewals:

TVI, Inc. d/b/a Savers Thrift Store – 109 Mariano Bishop Boulevard

Michael W. West d/b/a A1 Antiques & Used Furniture – 1091 Plymouth Avenue

2021 Pool and Billiards Renewals:

W & L Enterprises d/b/a Rack 'Em Up Billiards – 129 Griffin Street

Robert & John Albin d/b/a Straight Shooters – 288 Plymouth Avenue

**COMMUNICATIONS – INVITATIONS – PETITIONS**

15. \*Claims
16. \*City Engineer – Street opening less than 5 years on London Street

17. Drainlayer Licenses:

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- o. Century Paving & Construction Corporation
- p. Thermo-Mechanical Systems, Inc.
- q. Foley Excavation, LLC
- r. Sandstone Construction, Inc.

City Council Meeting Minutes:

18. \*Committee on Finance – March 9, 2021
19. \*Regular City Council Meeting – March 9, 2021
20. \*Joint Meeting of the City Council and School Committee – March 9, 2021

**BULLETINS – NEWSLETTERS – NOTICES – None**

  
City Clerk

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

**ITEMS FILED AFTER THE AGENDA DEADLINE:**  
**CITY COUNCIL MEETING DATE: APRIL 20, 2021**

**PRIORITY MATTERS**

- 3a. \*Memorandum of Agreement between Local 1314 International Association of Firefighters and City of Fall River (tabled 4-6-21)

**COMMITTEE REPORTS**

Committee on Economic Development and Tourism recommending:

Referral to the Committee on Ordinances and Legislation

- 6a. Resolution – Discuss outdoor dining/seating for restaurants  
6b. Resolution – Public Arts Policy

**RESOLUTIONS**

- 9a. \*Committee on Finance meet with Administration to discuss trash collection and proposal for Cart Program

**OTHER POTENTIAL MATTERS (to be acted upon if recommendations are received)**

**COMMITTEE REPORTS**

Committee on Ordinances and Legislation recommendation:

- 6c. Proposed Ordinance – Salary Schedule  
6d. Proposed Ordinance – Traffic, handicapped parking

Committee on Finance recommendations:

- 6e. Loan order – \$4,875,000 for Phase 21 Water System Improvements Project  
6f. Loan order – \$4,911,047 for Phase II repairs to the Samuel Watson Elementary School  
6g. Loan order – \$2,400,000 for constructing a synthetic turf varsity baseball field to include lighting at B.M.C. Durfee High School  
6h. Resolution – CDA Year Two Annual Action Plan

**TO:** Mr. Cliff Ponte, President, Fall River City Council, and  
Members of the City Council (*By Electronic Mail Only*)

**FROM:** Lauren F. Goldberg, Esq.

**RE:** Fire Department Seniority MOA Inquiry

**DATE:** April 19, 2021

2021 APR 20 2:28

### Question

You have requested an opinion concerning the definition of "seniority" for various purposes, including in the context of calculating pension, civil service seniority, and for other negotiated benefits. You forwarded for my review a recent Memorandum of Agreement ("MOA") for a successor collective bargaining agreement ("CBA") between the City of Fall River and the International Association of Firefighters, Local 1314 ("Union"). You have asked whether it is lawful for the City and the Union to use the definition of "creditable service", as that term is used in G.L. c. 32, for the purposes of calculating wages.

### Short Answer

In my opinion, the term "seniority" will have different meanings when calculating a pension, calculating duration of service for Civil Service, or accessing particular benefits set forth in a collective bargaining agreement. Here, in my opinion, the MOA at issue provides, in the context of wages, and consistent with G.L. c.150E, that a new hire receives "credit" for all of their prior years of service, rather than only from the date they were hired by the City. In my further opinion, however, such calculation of seniority is inapplicable to Civil Service, and a new City employee will be the least senior on their day of hire.

### Relevant Facts

**The MOA.** You have forwarded a recent MOA for a successor CBA with the Union. The MOA would add the following underlined language to the first paragraph of Article 3 of the CBA, so that the entire paragraph would read:

The salary and wage schedule of the uniformed members of the Fire Department is hereby set forth in Appendix "A" attached hereto... Effective July 1, 2021, eligibility for all compensation levels (steps and years of service) shall be determined by creditable service as defined by General Laws, c. 32 and accepted by the Fall River Retirement Board.<sup>1</sup> [emphasis added].

<sup>1</sup> Please note that in my opinion, the Fall River Retirement Board is not authorized to take any action with respect to the MOA. The reference to the Retirement Board instead indicates that the amount of credible service will be calculated using the provisions of G.L. c.32, consistent with that used by the Retirement Board.

Further, as you are aware, the salary and wage schedule in Appendix A sets forth five salary tiers labeled Step 1 through Step 5, followed by additional salary tiers based on years of service at 5, 10, 15, 20, 25, and 29. In Appendix A, the first five step-based tiers exist only in the Firefighter and District Aid job classifications, while the years of service tiers exist in both those classifications as well as the ranks of lieutenant, captain, district chief, deputy chief, and senior deputy chief. Note that it does not appear from the MOA that the parties negotiated a change in the current practice of calculation of the vacation benefit under Article 18.

Several other CBA benefits, including but not limited to the overtime rotation roster under Article 7, extra details under Article 12, vacation scheduling under Article 20, and vacant shift bidding under Article 22 relate to "seniority." Notably, the term "seniority" is not defined by the CBA, which neither adopts the statutory Civil Service seniority computation nor defines its own seniority system.

**Chief Executive Officer.** For purpose of collective bargaining, Chapter 150E, §2(e) of the General Laws provides that the "employer" is the city, "acting through its chief executive officer" or their designee. Section 3-1 of the Charter and G.L. c.4, §7, clause Fifth B, define the term "chief executive officer" as the mayor. The Charter provides further in Section 3-3 that mayor is also the appointing authority for most individuals and for members of board and committees.

**Employer for purposes of G.L. c.32.** This chapter, applicable to calculating time in service for retirement and pensions, defines the word "employer" as, any person "with the power to appoint or employ personnel as employees" of the city. General Laws. c. 32, §4(1)(a), provides further:

any member in service shall, subject to the provisions and limitations of sections one to twenty-eight inclusive, be credited with all service rendered by him as an employee in any governmental unit after becoming a member of the system pertaining thereto; provided that in no event shall he be credited with more than one year of creditable service for all such membership service rendered during any one calendar year.

The term "governmental unit" is defined in G.L. c.32, §1 as, "the commonwealth or any political subdivision thereof...."

### **Detailed Analysis**

This analysis relies upon three distinct concepts relating to the duration of a person's employment with a municipal employer.

#### **1. Public Retirement Systems.**

General Laws c.32, §4(1)(a) provides in part, "Any member in service shall, subject to the provisions and limitations of sections one to twenty-eight inclusive, be credited with all service rendered by him as an employee in any governmental unit after becoming a member of the system pertaining thereto; provided, that in no event shall he be credited with more than one



year of creditable service for all such membership service rendered during any one calendar year.”

Thus, for purposes of retirement and pension, the plain language of the statute provides that a person’s credible service may include work performed for other public employers. Accordingly, in my opinion, an employee’s creditable service, for purposes of retirement, may follow them as they move from one municipal employer to another.

## 2. Civil Service.

Chapter 31 is excluded from collective bargaining under G.L. c.150E, §7. General Laws c.31, §33 addresses the calculation of “length of service” for purposes of civil service ranking, provides in relevant part:

For the purposes of this chapter [G.L. c.31], seniority of a civil service employee shall mean his ranking based on length of service, computed as provided in this section. Length of service shall be computed from the first date of full-time employment as a permanent employee, including the required probationary period, in the department unit, regardless of title....

This language specifically identifies the computation of seniority from the “first day of full-time employment as a permanent employee in the departmental unit”. Thus, a person’s “seniority” for civil service purposes is based upon the date of hire in the departmental unit.

## 3. Collective Bargaining Agreements.

“Seniority” for certain contract benefits is generally negotiated in, and then governed by, the collective bargaining agreement itself. Specifically, G.L. c.150E provides for a broad range of issues subject to negotiation, including wages. See G.L. c.150, §§6, 7. In my opinion, the proposed amendment to the CBA, as written in the MOA and cited above, reflects an agreement to place a person on the Appendix A wage scale consistent with the employee’s credible service for purposes of G.L. c.32. The language about using creditable service for determining “eligibility for all compensation levels (steps and years of service)” is specific to wages and does not address “seniority” generally or with respect to other contract benefits.

## Conclusion

Based up the specific use of language in the MOA, read in conjunction with the Retirement and Civil Service Laws, in my opinion, the City will calculate wages using the years of service equivalent to the amount of credible service that would be computed under G.L. c. 32 for purposes of retirement and pension. The use of this definition of “creditable service” or “seniority” is limited to the wages part of the contract only, as there is no indication that this amendment would have any effect on an employee’s seniority for purpose of Civil Service or otherwise. Thus, in my opinion, while a new employee could have more credible service years for wages than others, such person would the least-senior member for purposes of Civil Service as of their first day of full time employment.



PAUL E. COOGAN  
Mayor

City of Fall River  
Massachusetts  
Office of the Mayor

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2021 MAR 31 P 12:56

CITY CLERK \_\_\_\_\_  
FALL RIVER, MA

March 31, 2021

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

Dear Honorable Council Members:

Enclosed is a copy of the executed Memorandum of Agreement (MOA) and a copy of the contract ending June 30, 2019 with the Firefighters. The financial impact on the MOA is a retro amount of approximately \$227,634 for fiscal year ended June 30, 2020 and \$333,523 for fiscal year ending June 30, 2021 or \$561,157. The provision for the creditable service will have no effect on fiscal year ending June 30, 2021 and is estimated to be approximately \$40,000 for fiscal year ended June 30, 2022. This MOA will be for the two years ending June 30, 2021.

At this time, we will not be presenting a transfer to the fire salaries and wages appropriation, however, we may need to do so as we approach the year end.

Your approval of the MOA is respectfully requested.

Best Regards,

*Paul E. Coogan*  
Paul E. Coogan  
Mayor

CITY OF FALL RIVER  
IN CITY COUNCIL

APR 06 2021

*Tabled*

*City of Fall River, In City Council*

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ORDERED, that the funding of the cost items contained in the attached Memorandum of Agreement between the City of Fall River and Local 1314 International Association of Firefighters is hereby approved.

CITY OF FALL RIVER  
IN CITY COUNCIL

APR 06 2021

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CITY CLERK  
FALL RIVER, MA

**MEMORANDUM OF AGREEMENT  
BETWEEN  
THE CITY OF FALL RIVER  
AND  
LOCAL 1314 INTERNATIONAL ASSOCIATION OF FIREFIGHTERS**

Except as modified by the terms of this Memorandum of Agreement all terms and conditions of the predecessor agreement expiring June 30, 2019 shall remain in full force and effect throughout the duration of this agreement, July 1, 2019 to June 30, 2021.

**1. Article 3, Section 1, Wages and Salary.**

Effective July 1, 2019: 1.5% increase to the wage schedule

Effective July 1, 2020: 1.5% increase to the wage schedule

**2. Article 3, Wages and Salary – Add at end of first paragraph:**

Effective July 1, 2021, eligibility for all compensation levels (steps and years of service) shall be determined by creditable service as defined by General Laws, c. 32 and accepted by the Fall River Retirement Board.

Notice of all anticipated increases in credible service will be provided to the Fire Chief no later than April 1<sup>st</sup> prior to the start of the fiscal year.

**Article 8: Recall to Duty, Section 2:** Change the start of compensation time from “the time the multiple alarm is struck” to “from time of notification to the employee via Crew sense”.

**3. Article 42, EMT Education Stipend: Amend to reflect as follows:**

Firefighters hired after February 8, 2016, shall also now be required as a condition of employment to get and maintain an EMT-B certification.

This Agreement is subject to ratification by the Local 1314 Bargaining Unit and full funding by the City Council.

Signed and Agreed to this 26 day of March, 2021.

Local 1314, By:

*Joelana Dwyer*  
President, Local 1314

City of Fall River, By:

*Paul C. Coogan*  
Mayor Paul Coogan

*[Signature]*  
Date: 3/26/21

*[Signature]*  
Date: 3/26/21

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THIS AGREEMENT is made by and between the City of Fall River, hereinafter referred to as the "Employer" and Local #1314, International Association of Fire Fighters, AFL-CIO, hereinafter referred to as the "Union".

WHEREAS, Local 1314 has been recognized as the Collective Bargaining representative of all uniformed members of the Fall River Fire Department, except the Chief, and

WHEREAS, the City of Fall River is desirous of recognizing the said Union as the sole and exclusive bargaining representative for all the employees of said unit,

NOW, THEREFORE, the parties hereto mutually covenant and agree as follows:

#### Article 1: TERM OF AGREEMENT

This Agreement shall take effect as of July 1, 2016, and all provisions and benefits contained herein shall become effective as of said date, unless otherwise specified by the parties, and shall remain in full force and effect until June 30, 2019, and shall further continue in effect from day to day thereafter until a successor Agreement is duly-executed by the parties. Either party may serve upon the other, in writing, not later than February 1, 2019, notice of its desire to change or amend the terms and conditions of the Agreement. Upon receipt of such written notice as provided herein, bargaining shall commence not later than March 1. Notice of a desire to modify shall not be considered as a notice of termination of this contract.

#### Article 2: BARGAINING AGENT

The Employer recognizes that said Union, is the sole and exclusive bargaining agent for the uniformed members of the Fire Department or anyone doing bargaining work, provided, however, that non-permanent or provisional employees shall be restricted to present benefits

Bargaining unit work shall be performed only by bargaining unit members.

#### Article 3: WAGES AND SALARY

The salary and wage schedule of the uniformed members of the Fire Department is hereby set forth in Appendix "A" attached hereto and incorporated by reference. Employee earnings shall be paid bi-weekly on Fridays.

##### 1. Wages

1. For the period, July 1, 2016 to June 30, 2017, there shall be a 0 % across-the-board wage increase.
2. For the period, July 1, 2017 to June 30, 2018, there shall be a 2.0 % across-the-board wage increase

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3. For the period, July 1, 2018 to June 30, 2019, there shall be a 2.0 % across-the-board wage increase
4. Members with less than five (5) years seniority will receive \$200 annually as proficiency pay. This stipend will be rolled into their base compensation.

## 2. Comp. Time

1. Each bargaining unit employee who is employed during fiscal year 2011 shall be credited with 10 comp days which he or she may use as per current practice, and, at the option of such employee, such comp days may be accumulated and used during the course of their career (as per current practice for using such days), or at the option of the employee may be cashed out at the time of separation from employment or retirement. In addition, an additional 10 comp days shall be granted to each bargaining unit employee who is employed during fiscal year 2012 and such comp days shall be treated in the same manner as described above. This calculation is only applicable to members who agreed to the 8% reduction in base pay for the period July 1, 2010 to June 30, 2011.
2. Comp. Days - the extra comp. days, given to those members who accepted the 8% pay reduction, shall only be credited as follows: 10 days on July 1, 2011 for fiscal year 2011, and 10 days on July 1, 2012, for fiscal year 2012. Any new hires, hired during FY 2011, shall receive a pro-rated share of the comp. days. As an example, those new hires starting 10/12, working approximately 75% of the FY 2011 year, will receive 7 days on July 1, 2011, and 8 days on July 1, 2012.

## 3. Step Raise

- a. Effective July 1, 2011, all bargaining unit members who attain or have attained 25 years of creditable service with the City of Fall River, shall receive a step raise of 8% of base pay as stipulated in App. A.
- b. Any member who will reach 25 years of creditable service in any given fiscal year, and such time includes time OTHER than civil service time within the City of Fall River, MUST notify the Department by April 1<sup>st</sup> prior to the start of the fiscal year for inclusion in the budget.
- c. In addition, any bargaining unit member who attains or will attain 30 years of creditable service with the City of Fall River before January of 2011, shall be paid (for the time period July 1, 2010 up



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until June 30, 2011), a 4% step raise increase, which shall convert to the 8% step raise increase set forth above as of July 1, 2011.

- d. Any member utilizing creditable time OTHER than city civil service time, in achieving 25 years of service, will have the 8% increase calculated on his/her base pay at that time. This will be the base used in calculating appendix A. The member will not advance to any future step, as outlined in appendix A, until his/her City civil service time totals that step. In no case will a member utilizing creditable time OTHER than city civil service time, in achieving 25 years of service, be paid more than a member of the same rank and education level who has achieved 25 years of CITY Civil Service time as listed in appendix A.
- e. Any member retiring this fiscal year (2011) and electing to be paid under the former contract will receive his stipends as in the past, and they will not be reflected in his overtime rate or holiday rate for the remainder of this year.

#### 4. Advancing to Next Pay Step

- a. The different pay scales (i.e. 5, 10, 15, 20, 25, & 29 years), as outlined in Appendix A are based on the members attaining the specified number of years during that fiscal year. In determining advancement to step 2, 3, 4, or 5, employment on April 1<sup>st</sup> will be the determining date, on which the member will advance to the next pay step.

#### Article 4: CAR ALLOWANCE

The Right to Know Officer, the Fire Department Chief Training Officer, the Assistant Fire Department Training Officers, and the Administrative Assistant shall be reimbursed at the rate of one hundred dollars (\$100.00) per month as a car allowance for the use of their vehicles for fire department business.

Any member who spends less than a full month in any of the above referenced positions shall have a pro rata car allowance based on the percentage of time spent in the position.

#### Article 5: WORK WEEK/WORK SCHEDULE

Section 1. The average weekly hours of duty of the permanent members of the uniformed force of the Fall River Fire Department shall not exceed forty-two (42) over an eight (8) week cycle as set forth below.

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Section 2. Any employee in a line position under the work schedule referenced in this Article who works fewer than eight (8) weeks in the eight (8) week work cycle shall have his/her hours computed by multiplying forty-two (42) hours times the number of weeks worked in the schedule.

Section 3. The following work schedule shall continue. The current practice of allowing early relief at the change of shifts shall continue.

### WORK SCHEDULE

<u>Weeks</u>	<u>Sunday</u>	<u>Monday</u>	<u>Tuesday</u>	<u>Wednesday</u>	<u>Thursday</u>	<u>Friday</u>	<u>Saturday</u>
1	24 ON	OFF	OFF	24 ON	OFF	OFF	OFF
2	OFF	24 ON	OFF	OFF	24 ON	OFF	OFF
3	OFF	OFF	24 ON	OFF	OFF	24 ON	OFF
4	OFF	OFF	OFF	24 ON	OFF	OFF	24 ON
5	OFF	OFF	OFF	OFF	24 ON	OFF	OFF
6	24 ON	OFF	OFF	OFF	OFF	24 ON	OFF
7	OFF	24 ON	OFF	OFF	OFF	OFF	24 ON
8	OFF	OFF	24 ON	OFF	OFF	OFF	OFF

The 24-hour tour shall be defined as the period from 0730 to the following 0730. A shift shall be defined as one-ten hour (0730-1730 and or one fourteen-hour shift 1730-0730). This shall also apply to union release time.

Section 4. Any employee required to remain on duty in excess of his normal hours, day or night, in accordance with the submitted 42-hour schedule, shall be paid at the rate of time and one-half for each hour retained. When the normal hour is exceeded by thirty minutes (30) or more, and additional hour of compensation shall be paid. Such additional hours of duty shall be computed from the hours of 0730 and 1730. Periods of less than one (1) hour shall be computed and paid in half (1/2) hour increments.

Section 5. Upon being relieved of duty at the scene of a fire/incident, including multiple alarm fires, all members shall return to their station and sign out. Twenty-Five (25) minutes shall be allowed for the employee after his or her return for the purpose of cleaning up, except that if a firefighter is relieved prior to the expiration of a four (4) hour minimum period mentioned in Article 8 the time remaining shall be deducted from said period. Any member not returning to his or her station and signing out will not be eligible for the twenty-five-minute clean up period and shall be paid only until the time of release from the incident scene. Transportation from the fire scene shall be provided by the department.

Section 6. Work performed in excess of an employee's established work schedule shall be compensated at time and one half and no mandatory compensatory time off shall be

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permitted in lieu of overtime pay except that the employee may request compensatory time off and such shall be granted subject only to the manning needs of the department.

Section 7. Work performed by members in Grades XXI through XXV in excess of the established work schedule shall be voluntary and shall be based on a rotating roster of each grade. Seniority in rank shall govern, but an effort will be made to equalize the distribution of excess hours among all members within a grade. Hours in excess of the established work schedule shall be compensated at time and one half. These hours shall be added to the current member totals for voluntary overtime whether the member accepts or refuses the slot change. This applies to full time officers being moved from their regular slot to pick up excess hours. Firefighters and Acting Officers who do not have a say in their movement between slots would not have the hours added to their voluntary totals. As per current practice the Department will continue to make every effort to keep excess hours for actors to a minimum.

Section 8. For purposes of computing hours in any given work cycle, employees who change duty assignments, or slots, are considered to be in the slot they began the work cycle in for the entire eight (8) week work cycle. This will also apply when an employee is on vacation, sick, or injury leave.

Section 9. Except in the case of a declared emergency or recall ordered by the Chief, no member shall be allowed to work in excess of 48 consecutive hours.

#### Article 6: WORKING HOURS FOR SPECIALIZED FORCES

Working hours for specialized forces shall be as follows:

- Machine Shop, Bureau of Fire Prevention and Investigation: 0800 to 1600; one (1) day off weekly;
- Lieutenant assigned to Fire Dispatch: 0800 to 1600; one (1) day off weekly.
- Chief Training Officer/Assistant Training Officers: 0800 to 1600; one (1) day off weekly.
- Right to Know Officer: 0800 to 1600; one (1) day off weekly based upon flexibility necessary for appointments and meeting schedules required for the position with departmental approval.
- Administrative Assistant: 0800-1600; one (1) day off weekly.
- Information Technology Specialist: 0800-1600; one (1) day off weekly.

#### Article 7: WORK RULE AND EXTRA DUTY

Section 1. Overtime, which shall be on a voluntary basis, shall be compensated at the rate of time and one-half for hours worked in excess of the established schedule, but in no event, shall overtime compensation take the form of mandatory compensatory time off. Examples of voluntary overtime would include any 10 or 14 hour overtimes for manpower, any 4-hour overtime that is the result of being called in for manpower and

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being sent home any Fire Prevention Bureau overtime that is voluntary or any voluntary Master Mechanic overtimes. Overtimes that would not be considered voluntary overtime would include specialized teams such as Honor Guard, Dive Team, Regional Hazmat Teams or Technical Rescue Teams. Holdovers from a late run at the end of a shift, court time, arson investigation, hazmat technician call ins, non-voluntary Fire Prevention Bureau overtime, non-voluntary Master Mechanic overtimes and recall for duty in accordance with Article 8 would also not be considered voluntary overtime

Section 2. Overtime, except in an emergency, shall be based upon a rotating roster of all members. For the purpose of establishing this roster, seniority shall govern, but an effort will be made to make equal distribution of overtime amongst all crews and all members. The roster shall be in the order of least hours of overtime at the top of the roster. If there is a tie between members at the same total, seniority shall govern. A member being called for an overtime would be charged with the overtime hours for the following reasons: if the members accepts the overtime, if the member refuses the overtime, if the member cannot be reached at his home or cellphone number (if the cellphone has been provided by the member, also see exception in following section), if the member is on modified duty after being out sick or if the member is on leave of absence other than military leave or death leave.

A member would not be charged with the overtime hours for the following reasons: if a member is already working the shift for which the overtime is being called, if the member is on vacation, if the member is on death leave, if the member is on military leave, if the member is out Injured on Duty, if the member is on modified duty after being IOD or if the member returns the call for overtime within a five minute period from the time the overtime call is made and the overtime has already been given out.

The City shall provide the date, assignment, hours and total overtime hours for each overtime taken, on a bi weekly basis. All overtime assigned for shift strength shall be for full shift duration. Employees dismissed prior to the end of a full overtime shift shall be paid for a full shift with the exception of being released in accordance with Article 7 section 6. Similar information shall be provided by the City or department regarding the accumulation of granting of compensatory time taken in lieu of overtime.

Additionally, the Union and the City agree to the following: If a member wishes to remove his name from the voluntary overtime list he/she may submit a form 13a to the Deputy of Operations. The members name will be highlighted in a different color to indicate to the callers his/her intention to not be called and accept the refusals.

Since specialized team overtime is exempt from voluntary totals, the Union requests periodic evaluations of these teams between the Union and Team Coordinators to review team membership. It is the Union's position that if members are just taking up space on a team and not participating on a regular basis they should be removed from said team and a new member is allowed on.

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Also, it is the right of the FPB members to share in company overtimes if they are not receiving equal overtime. FPB members shall be required to train monthly on the SCBA which will be provided by the training division, in order for them to be prepared for overtimes in the company.

Section 3. No employee is to be charged with a refusal unless he/she has at least twenty-four (24) hour notice in cases involving replacement of other employees on vacation or extended sick leave nor while he is on vacation, death leave, union meetings, association meetings involving President, Vice President and/or Secretary and/or Treasurer, sick leave, or emergency leave. Refusal shall not be counted when a member has a doctor/dentist appointment, provided that the member submits official documentation from the attending physician/dentist immediately upon his/her return to duty. A member shall be granted two (2) grace refusals per contract year for manpower overtime when less than twenty-four (24) hours' notice is given. Grace refusals shall not be cumulative from one contract year to the next.

Section 5. Voluntary Overtime. There shall be a voluntary overtime list established for the tours of duty encompassing the holidays of July 4<sup>th</sup>, Thanksgiving Day, Christmas Eve, Christmas Day, New Years' Eve and New Years' Day. Any member who volunteers for these lists shall not be credited with an overtime on the normal overtime list when accepting such an overtime, but he/she shall receive a refusal on both lists when he/she refuses to work on the voluntary list. Grace refusals shall apply only to normal overtime. Separate lists shall be established for each holiday listed above. All voluntary overtime lists shall encompass the full 24-hour period from 0730 to 0730 hours the following day of the above-listed holidays.

Section 6. Any member that reports to work on overtime for the purpose of manpower and is found not to be needed will be allowed to leave work and shall receive four (4) hours compensation at the member's overtime rate.

Section 7. A member may take partial tour compensatory off time as long as the following conditions are met:

- 1) The member has compensatory time available to them
- 2) Compensatory time shall be taken for a four (4) hour period only
- 3) A member shall only take compensatory time once per tour
- 4) Compensatory time shall be granted based on manpower levels determined by the Chief of the Fire Department
- 5) Any resultant acting time shall be done according to the contract
- 6) Should a member be on his/her four-hour compensatory time period and another member leaves due to an unforeseen absence such as sickness, injury or emergency leave, no overtime shall be called in order to keep an apparatus open. In such a case an apparatus shall be closed until the return of the member using compensatory time.
- 7) Partial tour compensatory time off shall not be granted prior to 0645 hours of the preceding tour.

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- 8) Under no circumstances will partial tour compensatory time off generate detail pay.

If a member requests compensatory time off but the member only has compensatory days in his bank, the Deputy Chief shall convert one comp day into hours using four (4) for the time off and adding eight (8) to the member's compensatory time bank.

#### Article 8: RECALL TO DUTY/HOLD OVER OVERTIME

Section 1. Overtime shall not be on a voluntary basis in the event of a conflagration or other state of emergency declared by the Chief of the Fire Department. A separate overtime list shall be kept for overtime performed pursuant to this Section.

Section 2. Employees shall be subject to a recall to duty at any time in the event of a multiple alarm fire or other emergency declared by the Fire Chief. Response shall be without any unreasonable delay and only employees on death leave, sick leave, vacation leave, military leave, may be excused. Employees shall be paid at the rate of time and one-half for such recall with a minimum of four (4) hours pay provided that their response to duty is made within one half (1/2) hour of their notification by an authorized fire department employee. Members returning to duty within the half hour of notification shall be compensated from the time the multiple alarm is struck. Employees reporting later than after the half hour (1/2) recall notification period shall be paid only for actual time on duty.

Section 3. In the event, any employee is required to remain at a multiple alarm fire or other emergency in excess of the four (4) hours as computed above he/she will be compensated from the time of the alarm if he/she reports within the one half (1/2) hour period of the time they are notified by an authorized fire department employee.

Section 4. Whenever a fire scene requires the holding of any one apparatus for an extended period of time, typically considered to be over 1 hour, for the primary purpose of guarding against rekindle, the District Chief will order the staffing of a spare apparatus with an officer and 2 firefighters at their normal overtime rate. If reimbursement can be achieved from the effected parties then they shall be paid the normal detail rate as listed in section 8. This overtime shall be paid from the time of arrival not from time of alarm. The typical 4-hour minimum will apply.

#### Article 9: OUT OF GRADE ASSIGNMENT

Section 1. For the purposes of this article, out-of-grade shall be defined as assuming the duties and responsibilities of a higher rank at the highest pay grade of such rank. Out of grade assignments shall be offered first to employees on certified promotional lists, in the order of appearance by mark. In the absence of a promotional list assignments shall be offered to qualified employees by seniority.

Section 2. An employee assigned out-of-grade will be paid a set amount for time they serve in an Out Of Rank (OOR) capacity. This amount is equal to 15% over and above

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that of a member in their current rank at 5 years and no degree. This hourly amount will be in addition to their normal compensation.

In the event a member is required to work overtime, and is in fact performing the duties of the higher position, they will be compensated in the following manner. The member will receive his normal overtime rate plus (the normal OOR x 1.5)

Section 3. . Any member Injured on Duty (IOD) while working in an OOR capacity will receive, in addition to his normal compensation, the appropriate OOR compensation. The members' holiday pay will also be adjusted to reflect that amount paid to a permanent member in the position held during the injury.

Section 4. Whenever a member works out of grade in an acting capacity for fifty (50%) percent or more of a shift of duty, such employee shall receive the pay of the higher rank for the full shift of duty. When such employee works less than fifty (50%) percent, he/she shall receive the pay for the higher rank on an hour by hour basis.

Section 5. An employee working in an out of grade capacity to fill an existing vacancy or to replace a member on extended absence shall not be bumped by another employee who would be working in an acting capacity except that he/she may be bumped by a more senior employee, or by a employee in a higher position on a certified Department of Human Resources promotional list, who has been working out of grade with no refusals, and only at the start of a week.

Section 6. Members shall have the right to refuse out-of-grade assignments in non-emergency situations, provided that members not wishing to work out-of-grade notify the Department in writing within two (2) weeks of the requested removal date. Individuals on a certified promotional list must submit a Form 13A requesting removal from out-of-grade assignments based upon his/her position on the certified promotional list and such removal shall be for the duration of the promotional list. In addition, if an employee wishes to be removed from the seniority list used in the absence of a certified promotional list, he/she must submit an additional Form 13A and such removal shall be for the duration of the certified promotional list.

Section 7. Any member wishing to work out of grade from a certified Department of Human Resources promotional list must produce his raw score to the Deputy Chief prior to being placed in an out of rank position. The list(s) shall be used for all out of grade assignments.

Section 8. All staff out of grade assignments shall be filled in accordance with Article 9.

Section 9. Any training necessary for staff positions shall be offered to all members on the applicable promotional list. Members shall have the right to refuse staff training provided that members not wishing to attend said optional training shall notify the Department in writing. Members who choose not to participate in staff training will be ineligible for out of grade assignments in staff positions for the duration of their

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promotional list. Members who choose not to participate in company positions will be ineligible for out of grade assignments in company positions for the duration of their promotional list.

**Article 10: PAYROLL DEDUCTION OF UNION FEES, DUES AND ASSESSMENTS**

The City shall monthly deduct the employee's share of Blue Cross/Blue Shield and life insurance premiums, union dues, initiation fees, and fines and assessments uniformly imposed from the earned wages of each employee in such amount as is determined by the Union, provided that no such deduction shall be made from any employee's wages except when authorized by him on an appropriate form, a copy of which must have been submitted to the City. At least two (2) weeks' notice of change in any of the above deductions shall be given to the City.

**Article 11: AGENCY FEE**

The City agrees that it shall be a condition of employment that on or after the thirtieth (30<sup>th</sup>) day of employment in the bargaining unit, each member of the bargaining unit who chooses not to join, or drops membership in the Union, shall pay a service fee to the Union in lieu of union dues which shall be equal to the amount required to become a member and remain a member in good standing in the Union in accordance with the provisions of Chapter 150E, Section 12 (as amended) of the General Laws. The service fee for the duration of this contract shall be paid monthly.

**Article 12: EXTRA DETAILS**

Section 1. If and when a permit to allow controlled burning is granted by the Chief of the Fire Department or his authorized designee to any person or firm engaged in any work whereby burning is feasible, an off-duty fire fighter(s) shall be designated on a voluntary basis according to an established seniority list to ensure that the conditions of the permit are complied with. The number of fire fighters so assigned for any detail of aforementioned controlled burning shall be designated by the Chief of the Department or his designee. Compensation for said services shall be at the current detail rate as set forth in Section 9.

Section 2. Any fire watch established by the Fall River Fire Department for the protection of life and property by any private person or firm shall be performed by an off-duty fire fighter(s) on a voluntary basis according to an established seniority list. The number of fire fighters so assigned for any detail of aforementioned fire watch shall be designated by the Chief of the Fire Department or his designee. Compensation for said services shall be as reflected in Section 9.

Section 3. Any fire watch established as a result of activities of any governmental agency or any of its departments shall be performed by an off-duty fire fighter(s) on a voluntary



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basis according to an established seniority list. The number of fire fighters so assigned for any one tour of duty of aforementioned fire watch shall be designated by the Chief of the Fire Department or his designee. The cost of such services shall be paid for by the governmental agency involved. Compensation for said services shall be as reflected in Section 9.

Section 4. Extra details required by a municipal agency shall be performed by an off-duty fire fighter(s) on a voluntary basis according to an established seniority list. The number of fire fighters so assigned for any one tour of duty shall be designated by the Chief of the Fire Department or his designee. Compensation for said services shall be as reflected in Section 9.

Section 5. Department personnel shall not be solicited by the administration or the executive branch of the fire department to perform the above-listed details nor any duties over and above their normal work week for which they are specifically employed except for compensation at the prevailing extra detail or overtime rate. Except for emergencies, all such extra duties shall be assigned on a voluntary basis according to an established seniority list. The number of fire fighters so assigned for any detail in any instance shall be designated by the Chief of the Department or his authorized designee.

Section 6. The Union and the Chief of the Fire Department shall consult periodically with reference to situations requiring the detailing of off-duty fire fighters in accordance with Sections 1 through 5 above, but ultimate decisions with respect to said detailing shall remain in the Chief's discretion.

Section 7. No fire watch duty shall be assigned to non-bargaining unit employees or to bargaining unit employees who may be in arrears in their union dues or assessments or in the payment of the agency fee if applicable.

Section 8. The rate of pay for all assignments/details as set forth in this article shall be equal to the detail rate established for the Fall River Police with a minimum of four (4) hours guaranteed. Such rates shall include a premium for alcohol, and such rates may be adjusted from time to time during the term of this contract by notice to the union by the city.

### Article 13: HOLIDAYS

Section 1. Every member of the fire department shall receive, in addition to his/her regular weekly compensation, holiday pay for each of the following holidays:

New Year's Day, Martin Luther King Day, Washington's Birthday, Patriots Day, Memorial Day, Fire Fighters Memorial Sunday, Independence Day, Good Friday, Labor Day, Columbus Day, Veteran's Day, Thanksgiving, the day after Thanksgiving & Christmas.

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Section 2. Holiday Compensation. Holiday pay shall be paid at the rate of Thirty (30%) percent of the employee's regular weekly salary.

Section 3. The additional pay for holidays provided for in this Article shall be paid whether or not a member performs any duties or his/her position on said holidays. Employees shall be eligible for any future holidays declared by the state or federal government which the City is mandated to adopt.

Section 4. Effective upon the signing of this agreement, and as of July 1, 2010, and of each contract year thereafter, employees shall be entitled to one (1) personal tour for each year of this Agreement. Request for a personal tour shall require forty-eight (48) hours' notice to the personnel officer and shall be granted contingent upon established and available personnel levels. Once the approval is given, no subsequent absence by other group personnel shall cancel or negate said approval. Requests for personal tours falling on one (1) of the above-listed holidays shall be granted only with departmental approval and based upon manpower and staffing levels. The employee may elect to split his twenty-four (24) hour tour into two (2) separate shifts. There shall be no limit to the number of personal tours a member may accumulate.

Section 5. Each employee is entitled to one (1) tour of preferred personal time, which shall be used in accordance with Article XIII, Section 4. The department will maintain the current practice of allowing up to three (3) preferred personal tours citywide on a first come, first served basis per tour. Approval of preferred personal days will be contingent upon funding under the current funding practices for this account.

Section 6. The City agrees to provide for an accounting system which will appear on the members' payroll statement or some other means to reflect time accrued, personal tours, sick leave incentive shifts and comp. time.

Section 7. The City of Fall River will create and fund a separate overtime account in the Fire Department to be used by the Fire Chief to assist in the granting of personal days (Article 13), which shall also include earned sick leave incentive days (Article 31), to help reduce the City's long-term financial liability in this matter.

#### Article 14: HEALTH INSURANCE

A. City and PEC are hereinafter collectively "Parties".

#### II. Purpose

The purpose of this memorandum is to specify and delineate the finalized understanding the City's Health Plan Design (hereinafter "HPD") between the City and the PEC, as duly ordained and authorized under section 21-23 of Massachusetts General Laws Chapter 32B. The parties to this memorandum

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agree to participate in this new HPD.

III. Term of the Memorandum

The effective date of this memorandum shall be July 1, 2014. The terms of this plan shall remain in effect until June 30, 2018.

IV. Health Care Plan Benefits

After, a process deemed and agreed to have complied with the procedural process and requirements of Sections 21-23 of Chapter 32B of the General Laws, the City and the PEC have agreed that, effective August 1, 2014, the cost sharing features of the non-Medicare health plans (Blue Cross Blue Shield Blue Care Elect, Blue Choice, and Network Blue New England) offered by the City shall be changed. Effective August 1, 2014 the City will offer two (2) non-Medicare Plans. These plans are Blue Care Elect Deductible Plan and HMO Blue New England Health Options v.4. Furthermore the City will continue being a self-insured plan with Blue Cross. Effective August 1, 2014 retirees enrolled in Medex will be enrolled in the Blue CareRX (PDP) plan. (See attachments A, B and C for Plan Designs).

V. Amendment of the Memorandum

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

VI. The City agrees that between August 1, 2014 and June 30, 2018 it will make no further changes to the HPD co-payments. The City further agrees that during that period it will make no changes to the contribution ratios (75% City contribution/25% Employee contribution) that apply to the HPD that it offers to its subscribers.

VII. The PEC signatories to this agreement attest to the fact that they are representative of their respective collective bargaining unit and deem all prerequisites to the execution of this agreement as deemed met.

VIII. It is agreed that the provisions of this agreement shall supersede any contrary provisions of any collective bargaining agreement and that all references to co-payments or other cost-sharing features in all collective bargaining agreements shall be null and void and shall be considered to be physically removed from such collective bargaining agreements to the extent they exist. The Parties agree as follows:

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- a. The City and the IAC/PEC have the option to put the health plans out to bid in any plan year. The City may not implement the GIC plans unless the GIC cost savings is greater than 7.5% and the City follows the legislative process outlined in MGL Chapter 32B, Sections 21-23. This does not preclude the City from entering into a contract with other insurance companies for equivalent health care plans if the competitive bid process generates rates less than the BCBS renewal;
- b. Due to significant cost reduction in premium costs, the City will no longer pay the \$26.88 subsidy currently paid to eligible retirees;
- c. Effective August 1, 2014 the City shall implement the plan design changes set forth with Blue Cross Blue Shield of MA for active City employees and retirees. Active Employees and non-Medicare eligible employees will subscribe to the HMO Blue New England Health Options v.4. Employees who are currently enrolled in Blue Care Elect may choose to be grandfathered under the new Blue Care Elect Deductible Plan or enroll into the HMO Blue New England Health Options v. 4 plan. To be eligible to enroll in Blue Care Elect, any existing employee or newly hired employee and non-Medicare eligible retiree after 8/1/2014 must reside outside of the New England service area. Anyone currently enrolled in the Blue Care Elect Plan (PPO) will be grandfathered and can remain on the new PPO Deductible Plan regardless of their residency. Effective 8/1/14 active employees and non-Medicare eligible retirees must show proof of residency outside of New England to be eligible for Blue Care Elect Deductible Plan. (voter registration, tax return, utility bill, driver's license or other similar document). If you reside in the New England service area you must enroll in the HMO Blue New England Options v. 4 plan. Eligibility for the Blue Care Elect Deductible Plan extends to any subscriber that has a dependent residing outside New England.
- d. Retirees enrolled in Medex will be enrolled in the BlueCareRx (PDP) plan with a prescription drug tier of 10/20/35 with two times for mail order. A new card will be issued for the prescriptions;
- e. The City will continue to provide Fall River Meds/CanaRx with the following contribution shares:
  - i. August 1, 2014 – July 31, 2015: zero (0) percent employer and one hundred (100) percent employee, paid out of the Employee Trust Fund (employer's share of seventy-five (75) percent of cost to be reimbursed in accordance with VIII f-i below); and
  - ii. July 31, 2015 – June 30, 2018: seventy-five (75) percent employer and twenty-five (25) percent employee.

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f. The City shall provide mitigation as follows:

- i. On 8/1/2015, the City shall reimburse to the Employee Trust Fund, their portion of the cost (seventy-five (75) percent of the contribution share) of CanaRx for 8/1/2014 through 7/31/2015;
  - ii. On 7/1/2016 the City shall provide \$750,000 to the Employee Health Care Mitigation Fund;
  - iii. On 7/1/2017 the City shall also provide an additional \$750,000 to the Employee Health Care Mitigation Fund;
  - iv. Any balance left over in the Employee Health Care Mitigation Fund at the end of a fiscal year shall rollover to the next fiscal year;
  - v. The City's Insurance Advisory Committee ("IAC") shall determine how the Employee Health Care Mitigation Fund is used.
- g. Claims in any plan year shall be shared between the Employee Trust Fund and the Employer based on the current seventy-five (75) percent employer, twenty-five (25) percent employee split if the City terminates its self-insured plan and implements an insured plan;
- h. An audit of the City's Health Insurance Accounts may be performed by an accountant selected by the IAC. The cost of the audit will be paid in full from the Employee Trust Fund;
- i. The City will provide the monthly Employee Trust Fund account balance to the IAC and its designated consultant with all supporting documentation at the IAC's monthly meetings. The IAC will provide a detailed list of requested information in writing at a subsequent meeting;
- j. Blue Cross Blue Shield MA shall provide twenty-six (26) informational sessions to bargaining unit members and retirees;
- k. Should the IAC elect to establish a Healthcare Reimbursement Account (HRA) using funds from the Employee Health Care Mitigation Fund, the IAC and the City shall meet on or about January 1, 2016 to discuss each party's share of the administrative cost of the HRA.
- l. The Insurance Advisory Committee meetings will be held when necessary but not less than monthly at the request of the Chairperson of the Insurance Advisory Committee; at which time the monthly financial

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records, Employee Trust Fund Bank Statements, and all reconciled reports of the Employee Trust Fund will be submitted.

- m. The PEC/IAC may hire and assume the cost of its own Health Insurance Consultant to periodically analyze the City's health insurance plans.
- n. If the City and IAC mutually agree, in accordance with Article V of this Agreement, to employ the same Health Insurance Consultant, then the City and IAC shall be responsible for seventy-five percent (75%) and twenty-five percent (25%) of the cost respectively. Should the city and the IAC not agree then both parties will assume 100% of the cost for their respective consultants.

#### ENTIRE AGREEMENT

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

#### CONFORMANCE

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

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Addendum  
Memorandum of Understanding  
Between  
The City of Fall River and  
Public Employee Committee

The City of Fall River and the Public Employee Committee (PEC) agree to amend the Memorandum of Understanding (MOU) between the parties dated June 30, 2014 through this Addendum, as follows:

In exchange for the PEC agreement to transfer eligible members currently residing in Massachusetts and Rhode Island, from the Blue Care Elect (PPO) plan to the Network Blue (HMO), effective July 1, 2017, the parties agree as follows:

1. Only non-Medicare eligible retirees, subscribers with or without dependents who reside outside of the area of Massachusetts and Rhode Island shall be allowed to enroll in the Blue Care Elect Plan. It is understood that this plan shall only be available to subscribers with or without dependents who reside outside of this area.
2. The term of the current MOU, Section III, shall be extended until June 30, 2021.
3. Section V of the MOU shall be amended by adding the following conditions:

The parties agree that if there is any change that imposes a substantial financial burden, exclusively or disproportionately, on the Employer or Employee Trust funds, or if any of the plans offered by the City during the life of the 2014-2021 PEC agreement are reasonably expected to result in the triggering of the excise tax, the Parties shall meet as soon as practicable and shall mutually agree to make acceptable changes to the then current plan design in order to avoid triggering the excise tax. Plan design changes shall be duly considered and negotiated in accordance with the process outlined in Chapter 32B sections 21-23.

4. The parties acknowledge that the use of mitigation funds shall be recommended by the IAC for approval by the PEC.

**Article 15: EMERGENCY LEAVE**

An employee may be granted special leave with pay only in the event of an unforeseen emergency within his/her family. When it would constitute a severe hardship to leave his/her family unattended, a member may be excused for up a 24-hour tour depending on

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the emergency in order to make arrangements for their care provided permission is granted by the District Chief on duty. Family is defined as spouse, mother, father, children, brothers and sisters of the employee or members of the immediate household. Any employee granted leave hereunder shall not be called for an overtime assignment for a twenty-four (24) period commencing at the completion of the emergency tour of duty.

#### Article 16: BEREAVEMENT LEAVE

In the event of the death of a spouse, father, mother, brother, sister, child, mother-in-law, father-in-law, son-in-law, daughter-in-law, sister-in-law, brother-in-law, grandmother, grandfather, grandmother-in-law, grandfather-in-law or grandchild (relatives of half-blood shall be considered relatives of full blood), or other members of the immediate household in the immediate family of an employee who is in active service at the time of such death or in other exigent circumstances or situations as determined by the Fire Chief, such employee shall be entitled to receive (2) consecutive tours of bereavement leave, exclusive of days off.

In the event of the death of an employee's aunt/uncle, such employee shall be entitled to one (1) tour of bereavement leave exclusive of days off.

In all cases leave papers shall be submitted on return from bereavement leave.

Leave without loss of pay under this Section shall not be deducted from any other paid authorized leave or vacation. Aunt/Uncle bereavement leave shall include the day of the wake or funeral, or the first tour of duty a member is scheduled to return to duty.

#### Article 17: LEAVE WITHOUT PAY LOSS

Section 1. Subject to the operating needs of each division or section, determined by the superior officer in charge, leave of absence without loss of pay will be permitted for the following reasons:

Attendance by an employee who is a veteran as defined in Section 21, Chapter 31 of the General Laws, as a delegate or alternate to state or national conventions of certain veteran's organizations as designated from time to time.

Inoculations required by the Municipal Employer.

Promotional examinations conducted under Department of Human Resources law and rules for promotion to any position in the service of the Department.

Medical examinations for retirement purposes.

Attendance at educational programs required or authorized by the City or the Fire Chief.



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Section 2. Military Leave. Every employee covered by this Agreement who is a member of a reserve component of the armed forces of the United States shall be granted, in accordance with Section 59 of Chapter 33 of the General Laws, leave of absence with pay during the time of his/her active duty commitment as a member of such reserve component. Provided, however, that such leave shall not exceed nine (9) tours per calendar year.

Leave without loss of pay under this section shall not be deducted from any other paid authorized leave or vacation.

### Article 18: VACATIONS

Section 1. All employees shall receive full vacation benefits of eight (8) tours of earned vacation leave after the completion of a calendar year of service in the Department. Where the previous years' service has been less than the calendar year, the employee shall receive .66 tours of vacation leave for each month served. All partial tours earned shall be rounded up to the next tour. For example, a member with eight months of service would earn 5.28 tours rounded to (6) tours of vacation leave. Any member who works 1 full year will earn 8 tours of vacation.

Section 2. An employee who completes or will complete five (5) years of service in any contract year shall receive nine (9) tours of earned vacation leave each contract year.

Section 3. An employee who completes or will complete ten (10) years of service in any contract year shall receive ten (10) tours of earned vacations leave each contract year.

Section 4. An Employee who completes fifteen or more (15) of service in any contract year shall receive eleven (11) tours of earned vacation leave each contract year.

Section 5. An employee who completes or will complete twenty or more (20) years of service in any contract year shall receive eleven (12) tours of earned vacation leave each contract year.

Section 6. An employee who completes or will complete twenty-five or more (25) years of service in any contract year shall receive (13) tours of earned vacation leave each contract year.

Section 7. An employee who completes or will complete twenty-nine or more (29) years of service in any contract year shall receive (14) tours of earned vacation leave each contract year.

Section 8. A week of vacation leave shall be defined as two tours. There shall be a limit of 2 members per company on vacation during any one period, unless approved by the Fire Chief

Section 9 Any accumulated Personal or Sick Incentive days may be used to fill out a short vacation week. This must be done at the time when vacations are selected.

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Section 10. Employees may bank one (1) week of vacation per year up to a maximum of one (1) years' worth of vacation.

Section 11. Each employee shall be allowed to float one vacation week per year. Approval of use of this week at any point during the year shall be subject to citywide manpower and require four weeks' notice to the department. The department shall inform the member of approval/denial within one week of the request. In the event that a member floats a vacation week and fails to use this week during the year, the member may request the week to be added to the employees banked vacations as long as the vacation bank is not already full. In the event the employee's bank is full the employee will have until April 1<sup>st</sup> of the following year to use the week or it will be forfeited.

#### **Article 19: VACATIONS/DEATH OR RETIREMENT OF UNIT MEMBER**

Section 1. Upon the death of a member of the bargaining unit who is eligible for vacation, payment shall be made in an amount equal to the vacation allowance earned in the vacation year prior to the member's death but which had not been granted, and in addition, that portion of the vacation allowance earned in the vacation year during which the member died, up to the time of separation from payroll; provided, that no monetary, or other allowance has already been made thereof. The city auditor may, upon request of the appointing authority of the deceased member, authorize payment of such compensation upon the establishment of a valid claim therefore, in the following order of precedence:

- A) To the surviving beneficiary or beneficiaries, if any, lawfully designated by the member under the contributory retirement system.
- B) If there be no such designated beneficiary, to the estate of the deceased.

Section 2. Lump Sum Payment. Any unused vacation due a member at the time of his/her retirement shall be paid in lump sum on the first pay day or as soon as possible following his/her retirement and he/she shall not be required to take his/her vacation the year prior to the effective date of his/her retirement.

Section 3. Any member electing not to take vacation under Section 2, above, shall be entitled to a lump sum payment equal to the number of tours he/she is entitled to pursuant to Article 19 (Vacations). Said lump sum payment shall not exceed vacation entitlement accrued during the last two (2) years of employment.

#### **Article 20: VACATION SCHEDULE**

Vacation leave selection shall be governed by the following rules:

- A) Deputy Chiefs shall select their vacation by seniority in rank under the same provisions as all other employees as set forth in this Article.

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B) District Chiefs shall select by seniority in rank within their respective districts. Their aides shall then select by seniority within their assigned districts in accordance with the rules set forth in this Article.

C) Officers shall select by seniority in rank and then fire fighters by seniority. All periods shall be double periods.

D) Vacations may be taken in increments of one (1) week, however, in the initial round of vacation selection, two (2) weeks shall be selected either consecutively or separately. Additional seniority vacation leave shall be picked in increments (consecutive or separate) of 2-2-1.

E) Any member wishing to take vacation leave which is due him/her may select a period, other than during prime time, without submitting a letter for acceptance, since it is agreed that as long as time is available, it should be allowed without special consideration.

F) Any member who, after having made his/her first selection, has the additional opportunity to select a period which will make his/her prior vacation pick continuous, shall be allowed to do so.

G) The period from January 1 to March 31 shall be opened to individuals who may want to select additional vacation leave, but this period shall not be counted in the number of periods given to any one company.

H) Any two members, whether officer grade or fire fighter, may be on vacation leave together. There shall be no restriction on who can take double vacation.

I) Any employee who retires shall do so in accordance with applicable City ordinance.

#### **Article 21: SICKNESS/INJURY/COURT DURING VACATION TIME**

**Section 1.** Any employee who is disabled due to sickness or injury, provided that the injury or illness is not due to the result of outside employment, during his/her assigned vacation period shall not be charged for such vacation time. Provided, however, that the employee shall not automatically extend his/her vacation, but rather, said unused vacation shall be assigned either in the current or subsequent calendar year at a time convenient to the Department. Employees shall provide a doctor's certificate with respect to said disability.

**Section 2.** The word "disabled" shall be defined as not being fit to perform the normal duties of a fire fighter. The employer may, at its own expense, require that the employee submit to an independent examination by a doctor regarding the nature of the injury or illness which disables him/her from performing normal duties.

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Section 3. Any employee who as a result of the performance of his or her official duties attends as a witness, or in any other officially assigned capacity, a court proceeding, criminal or civil, while on vacation, shall be compensated at a rate of time and one half, for a minimum of four hours. Further, the employees vacation will extend by the number of tours spent in court.

## Article 22: BID SYSTEM

Section 1. Vacancies. Whenever a vacancy shall exist in any of the active fire companies, excluding Rescue 1, it shall be filled on a seniority basis. Employer is to maintain a bid system.

Section 2. Bid System Procedure:

A vacancy in one of the 11 engine or ladder companies shall occur when any of the following occur: retirement, promotion, death, transfer of a suppression employee to a staff position, increase in company strength, or when a position becomes vacant due to a transfer to Rescue 1, Car 2, and Car 3.

A) The department administration shall post the openings for vacancy for twenty (20) days within ten (10) days of the occurrence of the vacancy.

B) Bids shall be submitted to the Chief, in writing, on form 13A requesting assignment to the vacancy, and the Chief shall award the bid within ten (10) days of the close of the posting period. Transfers awarded by the bid procedure may be delayed by the Chief for no longer than the start of the next eight (8) week work cycle following the bid approval. Except, however, that in circumstances where hours are balanced for the remainder of the cycle, a transfer shall be awarded at the beginning of the next work week.

C) Bid system - after the initial bid is awarded there shall be a subsequent bid offered for the position vacated by the person being awarded the original bid. This process will be repeated again, bringing the total bid opportunities to (3) for every original bid opportunity.

D) No bid shall be awarded in a situation where the awarding of such bid will result in the displacement of a member, already working in that company, who has more seniority than the person who would have been awarded the bid".

E) Bidding does not include any particular assignment in the company to which the individual is transferred.

F) The senior individual bidding shall be awarded the bid if there are no extenuating circumstances that would prohibit such assignment.

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G) An employee receiving a transfer through bidding cannot re-bid for one (1) year. An employee awarded a bid vacancy shall not be transferred for a period of one (1) year from the date of the award.

H) An employee awarded a bid vacancy who cannot perform the duties assigned in his new position such as driving, tillering, or operating a pump, shall be returned to his previous assignment after ninety (90) days trial period. Lack of performance by the individual shall be forwarded in writing by the Company Commander and the Training Officer. Reports so submitted shall constitute a basis for return to former assignment. This shall not prohibit the employee from bidding on another assignment.

I) No person in a company may bid for a vacancy in the company in which he is permanently assigned.

#### Article 23: MUTUAL TRANSFERS

Mutual transfers shall be allowed subject to the following provisions:

A) Employees who are granted a mutual transfer must spend one (1) year in the position transferred.

B) Employees on long-term sick or injury leave shall not be eligible to participate in mutual transfers.

C) If either employee involved in a mutual transfer works less than one (1) year in their respective positions, the mutual shall be considered to be null and void and both positions involved in the transfer request shall revert to the standard bid procedure as set forth in Article 23. This subsection does not apply in the event of death, obvious subsequent injury or other exigent circumstances as may be determined by the Union and the Chief of the Department.

#### Article 24: ATTENDANCE AT UNION MEETINGS, CONVENTIONS AND STATE ASSOCIATION MEETINGS

On-duty personnel shall be granted time off without loss of pay or other benefits under the following circumstances:

A) The President, Vice-President, Secretary and Treasurer can attend monthly meetings of Local 1314 (and E-Board) while on duty. There shall be no more than (2) apparatus at the meetings, and they shall only be utilized if the manpower is at the minimum. These 2 apparatus shall not come from the same task force, and shall not include a ladder truck. These apparatus shall be placed back in service immediately if the need arises. If there is sufficient manpower for a chair officer to attend, and the chair officer is a FRFD Officer, he will be replaced by an acting Lieutenant as conveniently as possible.

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B) The President will be allowed to attend Union Negotiating and Grievance Committee meetings. The Vice-President, Secretary and Treasurer can attend when there is sufficient manpower.

C) The President, Vice-President, Secretary and Treasurer can attend monthly meetings of the PFFM. Their positions will be backfilled when manpower is below the minimum. Notice of such meetings must be given to the Deputy of Operations at least 11 full days prior to the start of the week in which the meeting will be held (notice will be given prior to each meeting). The deputy will adjust manpower up to the Thursday of the week before the meeting is to take place.

D) Officers and delegates of Local 1314, not exceeding (5), can attend the state-wide convention of the PFFM. Their positions will be backfilled when manpower is below the minimum. Notice of such meetings must be given to the Deputy of Operations at least 11 full days prior to the start of the week in which the meeting will be held (notice will be given prior to each meeting). The deputy will adjust manpower, if necessary, up to the Thursday of the week before the meeting is to take place.

E) Officers and delegates of Local 1314, not exceeding (5), can attend the national convention of the IAFF. Their positions will be backfilled when manpower is below the minimum. Notice of such meetings must be given to the Deputy of Operations at least 11 full days prior to the start of the week in which the meeting will be held (notice will be given prior to each meeting). The deputy will adjust manpower, if necessary, up to the Thursday of the week before the meeting is to take place.

F) The President shall have up to one tour per week for union release time and for any necessary union related matters. In the event the President is on vacation or otherwise unavailable, the Vice-President shall have up to one tour per week for union release time and for any necessary union related matters. The President, or Vice President, shall submit documentation to the Fire Chief showing the participation in the above-mentioned duties.

In all of the foregoing situations, time off shall extend for the duration of the meeting and/or convention plus the necessary traveling time. The total number of conventions listed in (d) and (e) shall not exceed three (3) per year.

#### Article 25: BENEFIT ASSOCIATION LEAVE

Section 1. Elected officers and directors, limited to five (5) in number, of the Fall River Permanent Firemen's Benefit Association, when attending the annual Fireman's Ball, shall be granted time off without loss of pay or other benefits.

Section 2. Elected officers and directors, limited to five (5) in number, of the Fall River Permanent Firemen's Benefit Association, when attending the annual meeting of said Association, shall be granted time off without loss of pay or other benefits.

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In each of the foregoing situations, time off shall extend for the duration of the event plus the necessary traveling time.

#### **Article 26: RESIDING OUTSIDE CITY LIMITS**

Any employee hired on or after July 1, 1985 shall comply with and be subject to residency requirements set forth in Section 50.101 of the Revised Ordinances of the City of Fall River (Rev. 1999). All other employees shall be allowed to reside within fifteen miles outside the city limits of Fall River, within the Commonwealth. Employees so residing will cooperate in making arrangements to be notified in the event of a second alarm or another emergency.

#### **Article 27: GRIEVANCE PROCEDURE**

Complaints, disputes or controversies of any kind which arise between one or more employees and the city or its agents concerning the working conditions, hours of work, wages, fringes or rates of pay referred to in this Agreement, or which are provided for any statute, charter provision, ordinance, rule, regulation or policy which is not in conflict with this Agreement, may be processed as a grievance, under the following procedure:

**Step 1.** The Union Representative shall present the grievance initially to the officer on duty in charge of the company. That officer will meet with the Union Representative within forty-eight (48) hours after the presentation of a grievance to discuss and attempt to resolve the grievance. If not settled, it may be presented to the District Chief on duty in Step 2. A grievance on behalf of an Officer within the bargaining unit may be presented initially at Step 2.

**Step 2.** The Union shall present the grievance in writing to the District Chief, who then shall meet with the Union's grievance committee within seventy-two (72) hours to discuss and attempt to adjust the grievance. In the event the grievance cannot be adjusted satisfactorily within four (4) calendar days of its presentation to the District Chief, it thereafter may be presented to the Chief of the Fire Department for discussion in Step 3. any grievance which affects the department generally may be initiated at Step 3.

**Step 3.** Within five (5) calendar days after the presentation of a grievance to the Chief, the grievance committee shall meet with the Chief, or in his/her absence with the Chief's designee, to discuss and attempt to adjust the grievance. If the grievance cannot be adjusted satisfactorily within ten (10) days of the presentation to the Chief, it thereafter may be presented to the Mayor.

**Step 4.** Within ten (10) calendar days after the presentation of a grievance to the Mayor of the city or his designee, the grievance committee shall meet with the Mayor of the City or his designee to discuss and attempt to adjust the grievance. If the grievance cannot be

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adjusted satisfactorily within three (3) weeks of its presentation to the Mayor or his designee, and if the grievance involves a dispute over the interpretation or application of the terms of this Agreement, it thereafter may be submitted within sixty (60) days to the American Arbitration Association for arbitration in accordance with its rules of voluntary labor arbitration. Except that all grievances, the nature of which fall within the jurisdiction of the Massachusetts Civil Service Commission, shall be submitted to that body for adjudication rather than to arbitration unless the complainant waives his rights under Civil Service in writing. In addition, an employee subjected to discipline shall be permitted to grieve and arbitrate such discipline for just cause so long as they waive their right to proceed on such discipline before the civil service commission.

The parties hereto shall share equally in the cost of the arbitration proceeding.

All participants in the procedures of this Article, including the Arbitrator, shall apply concepts of reasonableness and fairness and be governed by applicable provisions of this Agreement in performing their functions.

Any adjustments of a grievance reached in any step of the grievance procedure, or the award of an arbitrator, shall be final and binding on the parties.

The time limits established in this Article may be extended by mutual consent. Any failure of a party to make a required response within the time limit specified shall be taken as a negative response and the moving party may proceed to the next level.

The grievance committee of the Union shall consist of not more than three representatives of the Union and any time they, or the Union Representatives, spend in discussing or processing grievances as provided in the grievance procedure during their working hours shall not result in any loss of regular earnings or benefits. There shall be one Union Representative for each company. In case of emergency or absence of the Union Representative, the grievant shall have the benefit of the fire department intercommunication system to contact any member of the Union grievance committee.

#### Article 28: INVOLUNTARY RETIREMENT

Any permanent member of the fire department who is involuntarily retired because of injury or disability and who is subsequently reinstated, shall be entitled to the same rights and privileges that he/she would have attained if there had not been any interruption of service.

#### Article 29: SICKNESS/ILLNESS

Any employee who is ill or injured shall be automatically granted sick leave, with pay, for the duration of the illness or injury provide that such illness or injury is supported by satisfactory evidence and provided further, that the injury or illness is not the result of outside employment. Seniority shall accumulate during such leave and provided further that this paragraph shall be subject to applicable provisions of the Department of Personnel Administration laws. No employee who is on approved departmental sick



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leave or line of duty injury leave shall engage in any outside employment during the duration of such leave.

Section 1. A member who is on a short sick leave shall make a progress report to the department every work day that such illness continues.

Section 2. Any member reporting out sick periodically and compiling a series of short duration absences may be required by the Chief, after notice, to submit a physician's certificate for each subsequent absence. The employer may require the employee to submit to a physical examination by a physician designated by the department. If so, the report shall be recognized unless substantial evidence as to fitness for duty can be presented to the contrary through the department physician to the Chief Executive Officer.

Section 3. Any member who is on extended sick leave shall make a progress report to the department every week that such illness continues.

Section 4: In cases of extended leave, the department may require the absent employee to submit to periodic examinations by a physician designated by the department. The report of such examination shall be recognized unless substantial evidence as to fitness for duty can be presented to the contrary through the designated physician to the Chief Executive Officer.

Section 5. In the event that a member of the department, because of injury or illness suffered in the line of duty, requires medical services or treatment from other than a physician designated by the department, he/she must obtain permission for such services from the designated physician or the Chief Executive Officer. In the absence of such authorization, any medical bills incurred will be subject to approval by the Fire Chief.

Section 6. Emergency treatment shall be authorized by the person in charge at the scene of a fire or other emergency.

Section 7. Any member not using sick leave in any of the three (3) month periods beginning January 1<sup>st</sup> of the calendar year (April 1, July 1, and October 1) shall receive one (1) sick leave incentive shift off for each of the stipulated periods in which no sick leave is used. There shall be no elimination of personal tours/sick leave incentive shifts from books, carry over will be automatic without loss. The City also agrees to provide an accounting system which will appear on the members' payroll statement or some other means to reflect time accrued, personal tours, sick leave incentive shifts and comp time. Any unused time shall accumulate without limit and shall be paid upon the employee's death or separation from service.

Section 8. When personal tours or sick incentive shifts are requested for the same day, the oldest request shall prevail. However, when applied for on the same day, seniority shall prevail

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Section 9. When a member is out sick for a period of 60 days, he or she will, at the discretion of the Fire Chief, present to his or her physician a questionnaire. The questionnaire will ask the physician to indicate whether the member is capable of returning to full duty, or if not, modified duty.

The physician will be provided with a copy of the Essential Functions of a Firefighter, which will be the standard for return to full duty, and a copy of Modified Duties of a Firefighter, which will be the standard for return to modified duty.

The member's physician will be the final arbiter as to the member's suitability for return to either full or modified duty. Should the member's physician authorize modified duty, he or she will have the discretion to put conditions on said modified duty, as medically indicated.

#### Article 30: EXISTING BENEFITS

The employer agrees that all existing benefits and practices currently in effect shall not be changed without Union approval:

- A) The right to work (48 consecutive hours)
- B) Scheduled vacation time to include Christmas week;
- C) Two (2) hour period for Christmas and Thanksgiving Dinner;
- D) Present practices in the wearing of uniforms;
- E) The right to change duty with others so long as the slot is filled by someone of equal qualifications. If an employee agrees to a change of duty with another employee, the replacement employee is responsible for the tour of duty requested.
- F) The same use of station house facilities unless said usage unreasonably interferes with the operation of the department; and
- G) The City shall provide biweekly overtime lists to the Union leadership and a copy of same shall be provided to each house.

#### Article 31: MANPOWER LEVELS

The City agrees to maintain manpower levels to insure reasonable and safe working conditions. Any layoffs shall be in accordance with Massachusetts Law and Department of Personnel Administration regulations as applicable. The City also agrees that during FY11 or FY 12 there shall be no lay-offs.

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### Article 32: INFORMATION COPIES TO ASSOCIATION

A copy of all memos, communications and general orders issued to fire companies by the Chief of the Department, Deputy, or other senior officer who acts in a like capacity shall be provided to the Union at the same time as copies are delivered to the various fire companies.

### Article 33: LEGAL DEFENSE

Section 1. The City will defend any litigation, civil or criminal, brought against any employee in the bargaining unit as a result of any activities of said employee while on duty and in the ordinary course of employment including, but not limited to, actions brought pursuant to M.G.L. c.258.

Section 2. Any member shall be entitled to have a Union representative and/or Union legal counsel present at any investigative interview by the Chief, if such interview or questioning could lead to a disciplinary action. Any such interview shall normally be conducted during business hours.

### Article 34: PROMOTION LIST

Section 1. An active Department of Human Resources promotional list for all existing ranks shall be maintained at all times by the department. When a vacancy occurs (but not later than fifteen (15) days after such vacancy is created) a certification list will be created and the vacancy shall be filled within thirty (30) days after that list has been signed by the candidates.

Section 2. The City will appoint to fill said vacancies in accordance with the highest marks obtained from Department of Human Resources in accordance with practice of selecting from the top three grades.

Section 3. The City shall call for promotional examinations in all ranks in a timely fashion to insure that all promotional lists shall be renewed every two (2) years.

### Article 35: STABILITY OF AGREEMENT

Section 1. No amendment, alteration or variation of the terms or provisions of this Agreement shall bind the parties hereto unless made and executed in writing by the parties hereto.

Section 2. Failure of the Employer or the Union to insist, in any one or more situations, upon performance of any of the terms or provisions of this Agreement shall not be considered as a waiver or relinquishment of the right of the Employer or Union to future performance of any such term or provisions, and the obligation of the Union and the Employer to such future performance shall continue in full force and effect.

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#### Article 36: INDIVIDUAL MASKS

The City shall supply a new/rebuilt SCBA mask for all department personnel who shall be responsible for proper care of the mask. If the SCBA mask is damaged through neglect or misuse, the member assigned the mask shall be responsible for its prompt replacement. No member shall be assigned to a fire company until he/she is provided with a personal mask.

#### Article 37: PERSONAL PROTECTIVE EQUIPMENT ("PPE")

Effective upon execution and funding of this agreement, the City agrees to provide all new hires with a full set of PPE. Further, the City agrees to provide a full set of PPE to all members whenever their PPE becomes non-compliant. For ordinary circumstances, this means in accordance with NFPA 1971. (The PPE must be a minimum of 10 years and two (2) NFPA cycles from production.

#### Article 38: EDUCATIONAL INCENTIVE PAY

Section 1. Employees who received or will receive credits and/or degrees (Master's, Bachelor's or Associate's) in the areas of Emergency Management, Public Administration, Fire Science Technology, Fire Administration and/or Fire Science shall receive the appropriate wages based on the salary matrix in Appendix A.

Associates Degree (or 60 credits in an accredited program earned toward a baccalaureate or master's degree in Emergency Management, Public Administration, Fire Science, Fire Science Technology, or Fire Administration) shall be placed in the appropriate associate's degree pay rate according to Appendix A.

Section 2. Said degree, or active inclusion in the degree program, must be achieved prior to July 1<sup>st</sup> of any given contract year. Notice of receiving a degree or inclusion in a degree program will be provided to the Fire Chief no later than April 1<sup>st</sup> prior to the start of the fiscal year.

Section 3. For inclusion into these appropriate pay scales, a firefighter must submit a certified copy of the firefighter's transcript along with a copy of his or her degree if applicable. The aforementioned documentation shall be submitted to and approved by the Fire Chief and forwarded to the Director of Human Resources.

Section 4. No firefighter will be eligible for educational compensation until the fiscal year following his completed probationary period.

#### Article 39: LADDER COMPANY/FIRE RESCUE

The parties agree that the Department may institute and carry out a program of cross-training which will involve all ladder company personnel and will cause them to be proficient in certain specialized operations currently performed (in the main) by Rescue

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1. Such training will allow ladder companies to operate as needed with the Rescue and will allow additional manpower at incidents with the Rescue, or for operation at separate specialized incidents in the event the Rescue is unavailable.

By way of example, but not limitation, such specialized areas of cross-training might include vehicle extrication, confined space rescue, high angle rescue, elevator rescue and ice/cold water rescue.

#### Article 40: DETAIL PAY

Whenever employees are detailed out of their station they shall receive an additional \$10.00 detail pay.

Whenever employees are required to use their personal vehicles to move between assignments during their shift, they will receive a payment of \$10.00. In addition, the City shall designate a section of Troy St., Center Station, as a "Fire Personnel Only" parking area. This shall be accomplished by the installation of signage and or curb painting stating same.

This does not apply to members acting out of grade nor does it apply to members detailed in advance of their shift. Furthermore, it is not applicable to the Thanksgiving and Christmas Holiday meal schedule

#### Article 41: AMBULANCE CROSS TRAINING

This union agrees that the Department may institute a program of training which will involve firefighters and fire officers being educated in the location and use of emergency medical equipment and supplies carried on the fire ambulance. Such training would allow fire personnel to render greater assistance to EMT/EMS Personnel and the public at emergency incidents.

In addition, the Union agrees that under certain circumstances, as required, its members may be utilized to drive the ambulance to a hospital, thereby allowing the EMT/EMS personnel to provide direct patient care.

#### Article 42: EMT EDUCATION STIPEND

Effective July 1, 2017, members certified at any EMT level shall be paid an additional three hundred and fifty (\$350) annual stipend. Payment of this stipend shall be made no later than the first pay period of August. The above-mentioned payment is for convenience purposes. Any member employed as of July 1<sup>st</sup> of any fiscal year shall be entitled to a full payment of this stipend upon death or separation from service.

Also, effective July 1, 2017, these same members shall receive a biennial payment for recertification in the amount of one hundred and fifty (\$150). Members shall seek

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reimbursement for this recertification by submitting required documentation to the Director of EMS. Payment shall be due upon receipt of such documentation.

These payments shall begin in FY18

**Article 43: Firefighter/Emergency Medical Technician Certification Stipend**

Effective July 1, 2017, all members holding the below certifications shall receive the following stipends:

EMT Basic- \$1,500

EMT Intermediate/Advanced- \$2,250

EMT Paramedic- \$3,000

This stipend is to be paid out annually and no later than the first pay period in March. Eligible members must submit documentation proving certification level no later than April 1<sup>st</sup> for the upcoming fiscal year during which the stipend will be paid.

The above-mentioned payment date is set forth for convenience purposes. Any member who is employed as of July 1<sup>st</sup> of any fiscal year shall be entitled to a full payment of his stipend upon death or separation from service.

**Article 44: SQUAD 11**

The parties agree that the City may implement a so-called Squad car and use bargaining unit members to staff such vehicles under the following below stated circumstances:

- A) The City agrees that it shall only staff squad with members if suppression manpower in the Fall River Fire Department remains at a minimum of thirty-four (34) working during any given shift. In other words, the City shall not staff Squad with members if doing so would drop manpower to less than thirty-four (34) working during any given shift.
- B) The City agrees that it will not brownout a suppression apparatus in order to staff Squad.
- C) For hours worked on Squad, members shall receive an additional hourly rate equal to five percent (5%) above that of a firefighter with five (5) years and no degree as shown in Appendix A. In addition, all members shall receive an increase of seventy-five cents (\$0.75) for all hours worked during night shifts.
- D) The rotation of members working on Squad shall consist of the ten (10) most junior firefighters
- E) Members shall not be allowed to work more than one (1) shift consecutively on Squad. (10 or 14 HR Shift)

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F) Those members who accept receipt of an EMT stipend agree to be part of a pool that may be used to staff Squad during a given shift should there be a need and sufficient manpower (34) on suppression forces exits. A member assigned from this pool shall be called in reverse order of seniority.

G) Members, other than the most junior ten (10) and those in the pool as indicated above, shall not be forced to work on Squad. No one hired after February 8, 2016 will get to opt out of the squad pool.

H) The City agrees that should there be layoffs in the future, they will do so strictly according to seniority. Additional EMS certification obtained by members will not impact the order of layoffs.

#### **Article 45: OPIATE AWARENESS AND TRAINING CERTIFICATION**

Effective July 1, 2015, all members shall receive a one-time payment equal to \$375.00. The parties agree that this payment shall be paid to all members currently employed with the City as well as all members who were employed as of July 1, 2015 but subsequently retired.

Effective July 1, 2016, all members shall receive a one-time payment of \$375.00. The parties agree that this payment shall be made to all members currently employed with the city as well as all members who were employed as of July 1, 2016 but subsequently retired.

Payment will be made no later than the first pay period in FY18

Effective July 1, 2017, all members shall receive an annual \$250.00 stipend to be paid out that year and in subsequent years no later than the second pay period in August. Payment is made as set forth above for convenience purposes. Members employed as of July 1<sup>st</sup> of any fiscal year shall be entitled to a full payment of this stipend upon death or separation from service.

#### **Article 46: DISTRICT CHIEF AIDE**

Any member who is filling in for a District Chief's Aid will be paid an additional hourly rate equal to 2.91% above that of a firefighter with five (5) years and no degree as shown in Appendix A.

#### **Article 47: EMPLOYEE ASSISTANCE PROGRAM**

The employee assistance program shall be maintained by the Department in accordance with agreement of the Union and no changes in said program shall be made without mutual approval between the Union and the Chief.

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#### Article 48: MATERNITY/PATERNITY LEAVE

Section 1. Whenever a female employee shall become pregnant, she shall furnish the Fire Chief with a certificate from her physician stating the approximate expected date of her delivery. She shall continue to work so long as her physician certifies that she is able to do so and the Fire Chief does not find her work performance impaired. Pregnancy-maternity leave with pay shall be granted commencing with cessation of actual work, but not more than three (3) months prior to the expected date of her delivery, and continuing until she is able to return to work after delivery, but not more than three months thereafter. Nothing in this article shall preclude a pregnant employee from taking sick leave pursuant to Article 31 for any condition which prevents her attendance for duty.

Section 2. A male fire fighter shall be granted two (2) tours of paternity leave, exclusive of days off, at full pay, for birth or adoption of his child. This section does not apply to members who are on sick leave or injured on duty status unless approved by the Chief of the Department.

#### Article 49: EMS TRAINING

The City will provide a Trainer in the EMS Division to provide educational training on a continuing basis for EMS employees. Providing availability of space, members of the Fire Fighters Local will be allowed to participate in the ongoing training.

#### Article 50 : DIRECT DEPOSIT

The City provides all employees with direct deposit for payroll checks. Those wishing to donate to the Firefighters scholarship fund may do so through payroll deductions.

#### Article 51 : NIGHT/SHIFT DIFFERENTIAL

Night Differential: Employees who are regularly scheduled to work night shifts or who work any shift or tour of duty commencing at or after 1730 and ending at or before 0730, shall receive in addition to their regular weekly compensation, a night shift differential as calculated into Appendix A.

Staff Assignments: The City and the department, in recognition of the special and ongoing training requirements for employees assigned to staff assignments, agree that employees assigned to staff positions shall receive in addition to the employees' regular compensation an amount as calculated into Appendix A.



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### Article 52 : INJURY ON DUTY

Whenever a member is injured on duty he or she shall report said injury by completing Form 7, "Report of Accident to a member of This Department". This report shall be completed and forwarded to the Deputy Chief of Operations within two weeks of the date the injury was sustained.

In the event the injury renders the member unable to complete Form 7, the immediate supervisor of the injured member will make a report of such injury to the Deputy Chief of Operations by Form 13-A within two weeks of the date of the injury.

### Article 53: SUSPENSION WITHOUT PAY

When a member is suspended without pay his or her loss of pay will be according to the following schedule:

- One (1) day suspension will result in the loss of ten (10) hours pay.
- Two (2) day suspension will result in the loss of fourteen (14) hours pay.
- Three (3) day suspension will result in the loss of twenty-four (24) hours pay.
- Four (4) day suspension will result in the loss of thirty-four (34) hours pay.
- Five (5) day suspension will result in the loss of forty-eight (48) hours pay.

These terms and conditions only apply to disciplinary matters and are not used in any other computations with regard to payroll or retirement calculations.

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MEMORANDUM OF UNDERSTANDING  
BETWEEN THE  
CITY OF FALL RIVER  
AND  
FALL RIVER FIGHTERS  
IAFF LOCAL 1314

Except as modified by the terms of this Memorandum of Understanding all terms and conditions of the predecessor agreement expiring June 30, 2015 shall remain in full force and effect throughout the duration of this agreement, July 1, 2015 to June 30, 2016.


1. New Stipend: Opiate Awareness and Training Certification. Effective July 1, 2015, all members shall receive a one-time payment of \$375.00. The parties agree that this payment shall be made to all members employed with the City as of July 1, 2015, as well as all members who were employed as of July 1, 2015 but subsequently retired.

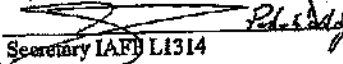
Payment will be made no later than the first City pay period in FY18.

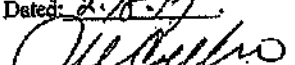
This agreement is subject to ratification by the Union and funding at the next City Council Meeting.

  
Jasiel F. Correia II, Mayor

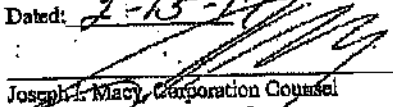
  
President IAFF L1314

Dated: 2-15-17  
  
Cathy Ann Viveiros, City Administrator

Dated: 2/15/17  
  
Secretary IAFF L1314

Dated: 2-15-17  
  
Madeline Coelho, Human Resources Director

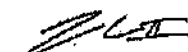
Dated: 2/15/17

Dated: 2-15-17  
  
Joseph L. Macy, Corporation Counsel  
Approved as to Form B  
Manner of Execution  
Dated: 2/15/17

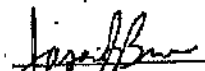
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IN WITNESS WHEREOF, the City of Fall River has caused this instrument to be signed and sealed with its corporate seal by its Mayor, Jasiel F. Correia II, and the said Local # 1314, International Association of Fire Fighters, AFL-CIO, has caused this instrument to be signed by Jason Burns, its President, and other members of its Bargaining Committee all duly authorized.


This agreement is subject to ratification by the Union and funding at the next City Council Meeting.

  
Jasiel F. Correia II, Mayor


Dated: 2-15-17

  
President IAFF L1314

Dated: 2/15/17

  
Cathy Ann Viveiros, City Administrator

Dated: 2-15-17

  
Secretary IAFF L1314

Dated: 2/15/17

  
Madeline Cochrane, Human Resources Director

Dated: 2-15-17

  
Joseph I. Macy, Corporation Counsel  
Approved as to Form &

Dated: 2/15/17

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Section 50-303

Firefighters

Bi-Weekly Rates

Term of Collective Bargaining Agreement July 1, 2016 to June 30, 2019

Firefighter-Step 1

	<u>Step 1</u>
7/1/2017	1,887.07
7/1/2018	1,924.81

Firefighter-Step 2

	<u>No Educ.</u>	<u>Associates</u>	<u>Bachelors</u>	<u>Masters</u>
7/1/2017	2,057.73	2,149.39	2,241.05	2,286.88
7/1/2018	2,098.89	2,192.37	2,285.87	2,332.61

Firefighter-Step 3

	<u>No Educ.</u>	<u>Associates</u>	<u>Bachelors</u>	<u>Masters</u>
7/1/2017	2,103.87	2,197.73	2,291.58	2,338.50
7/1/2018	2,145.94	2,241.68	2,337.41	2,385.27

Firefighter-Step 4

	<u>No Educ.</u>	<u>Associates</u>	<u>Bachelors</u>	<u>Masters</u>
7/1/2017	2,152.70	2,248.88	2,345.06	2,393.15
7/1/2018	2,195.76	2,293.86	2,391.96	2,441.01

Firefighter-Step 5

	<u>No Educ.</u>	<u>Associates</u>	<u>Bachelors</u>	<u>Masters</u>
7/1/2017	2,202.75	2,301.31	2,399.87	2,449.16
7/1/2018	2,246.80	2,347.34	2,447.87	2,498.14

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**Firefighter - 5 years service**

	<u>No Educ.</u>	<u>Associates</u>	<u>Bachelors</u>	<u>Masters</u>
7/1/2017	2,232.93	2,331.49	2,430.05	2,479.34
7/1/2018	2,277.59	2,378.12	2,478.65	2,528.93

**Firefighter - 10 years service**

	<u>No Educ.</u>	<u>Associates</u>	<u>Bachelors</u>	<u>Masters</u>
7/1/2017	2,252.25	2,350.81	2,449.37	2,498.66
7/1/2018	2,297.30	2,397.83	2,498.36	2,548.63

**Firefighter - 15 years service**

	<u>No Educ.</u>	<u>Associates</u>	<u>Bachelors</u>	<u>Masters</u>
7/1/2017	2,273.71	2,372.28	2,470.84	2,520.12
7/1/2018	2,319.19	2,419.72	2,520.25	2,570.53

**Firefighter - 20 years service**

	<u>No Educ.</u>	<u>Associates</u>	<u>Bachelors</u>	<u>Masters</u>
7/1/2017	2,297.33	2,395.89	2,494.45	2,543.73
7/1/2018	2,343.28	2,443.81	2,544.34	2,594.60

**Firefighter - 25 years service**

	<u>No Educ.</u>	<u>Associates</u>	<u>Bachelors</u>	<u>Masters</u>
7/1/2017	2,508.93	2,615.38	2,721.82	2,775.05
7/1/2018	2,559.11	2,667.69	2,776.25	2,830.55

**Firefighter - 29 years service**

	<u>No Educ.</u>	<u>Associates</u>	<u>Bachelors</u>	<u>Masters</u>
7/1/2017	2,546.01	2,652.46	2,758.91	2,812.13
7/1/2018	2,596.93	2,705.51	2,814.09	2,868.37

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**District Aids - Step 1**

	<u>Step 1</u>
7/1/2017	1,939.14
7/1/2018	1,977.92

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	<u>No Educ.</u>	<u>Associates</u>	<u>Bachelors</u>	<u>Masters</u>
7/1/2017	2,111.07	2,202.74	2,294.39	2,340.22
7/1/2018	2,153.29	2,246.79	2,340.28	2,387.02

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**District Aids - Step 3**

	<u>No Educ.</u>	<u>Associates</u>	<u>Bachelors</u>	<u>Masters</u>
7/1/2017	2,158.49	2,252.35	2,346.20	2,393.13
7/1/2018	2,201.66	2,297.40	2,393.13	2,440.99

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**District Aids - Step 4**

	<u>No Educ.</u>	<u>Associates</u>	<u>Bachelors</u>	<u>Masters</u>
7/1/2017	2,208.68	2,304.86	2,401.04	2,449.12
7/1/2018	2,252.85	2,350.95	2,449.06	2,498.11

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**District Aids - Step 5**

	<u>No Educ.</u>	<u>Associates</u>	<u>Bachelors</u>	<u>Masters</u>
7/1/2017	2,260.12	2,358.68	2,457.24	2,506.52
7/1/2018	2,305.32	2,405.85	2,506.39	2,556.65

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**District Aids - 5 years service**

	<u>No Educ.</u>	<u>Associates</u>	<u>Bachelors</u>	<u>Masters</u>
7/1/2017	2,290.30	2,388.86	2,487.42	2,536.70
7/1/2018	2,336.11	2,436.64	2,537.17	2,587.43

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**District Aids - 10 years service**

	<u>No Educ.</u>	<u>Associates</u>	<u>Bachelors</u>	<u>Masters</u>
7/1/2017	2,309.61	2,408.17	2,506.73	2,556.02
7/1/2018	2,355.80	2,456.34	2,556.87	2,607.14

**District Aids - 15 years service**

	<u>No Educ.</u>	<u>Associates</u>	<u>Bachelors</u>	<u>Masters</u>
7/1/2017	2,331.07	2,429.64	2,528.20	2,577.48
7/1/2018	2,377.70	2,478.23	2,578.76	2,629.03

**District Aids - 20 years service**

	<u>No Educ.</u>	<u>Associates</u>	<u>Bachelors</u>	<u>Masters</u>
7/1/2017	2,354.69	2,453.25	2,551.81	2,601.09
7/1/2018	2,401.78	2,502.32	2,602.85	2,653.11

**District Aids - 25 years service**

	<u>No Educ.</u>	<u>Associates</u>	<u>Bachelors</u>	<u>Masters</u>
7/1/2017	2,570.88	2,677.33	2,783.78	2,837.00
7/1/2018	2,622.30	2,730.88	2,839.46	2,893.74

**District Aids - 29 years service**

	<u>No Educ.</u>	<u>Associates</u>	<u>Bachelors</u>	<u>Masters</u>
7/1/2017	2,607.97	2,714.41	2,820.86	2,874.09
7/1/2018	2,660.13	2,768.70	2,877.28	2,931.57

**Lieutenant - 5 years service**

	<u>No Educ.</u>	<u>Associates</u>	<u>Bachelors</u>	<u>Masters</u>
7/1/2017	2,543.40	2,656.75	2,770.09	2,826.77
7/1/2018	2,594.27	2,709.88	2,825.50	2,883.31

3a

**Lieutenant - 10 years service**

	<u>No Educ.</u>	<u>Associates</u>	<u>Bachelors</u>	<u>Masters</u>
7/1/2017	2,562.72	2,676.07	2,789.42	2,846.08
7/1/2018	2,613.98	2,729.59	2,845.20	2,903.00

**Lieutenant - 15 years service**

	<u>No Educ.</u>	<u>Associates</u>	<u>Bachelors</u>	<u>Masters</u>
7/1/2017	2,584.18	2,697.53	2,810.88	2,867.55
7/1/2018	2,635.87	2,751.48	2,867.10	2,924.90

**Lieutenant - 20 years service**

	<u>No Educ.</u>	<u>Associates</u>	<u>Bachelors</u>	<u>Masters</u>
7/1/2017	2,607.79	2,721.14	2,834.48	2,891.16
7/1/2018	2,659.95	2,775.56	2,891.17	2,948.99

**Lieutenant - 25 years service**

	<u>No Educ.</u>	<u>Associates</u>	<u>Bachelors</u>	<u>Masters</u>
7/1/2017	2,844.24	2,966.65	3,089.07	3,150.27
7/1/2018	2,901.12	3,025.98	3,150.85	3,213.28

**Lieutenant - 29 years service**

	<u>No Educ.</u>	<u>Associates</u>	<u>Bachelors</u>	<u>Masters</u>
7/1/2017	2,881.32	3,003.74	3,126.15	3,187.35
7/1/2018	2,938.95	3,063.82	3,188.67	3,251.10

**Captain - 5 years service**

	<u>No Educ.</u>	<u>Associates</u>	<u>Bachelors</u>	<u>Masters</u>
7/1/2017	2,900.47	3,030.82	3,161.17	3,226.35
7/1/2018	2,958.48	3,091.43	3,224.39	3,290.87



3a

**Captain - 10 years service**

	<u>No Educ.</u>	<u>Associates</u>	<u>Bachelors</u>	<u>Masters</u>
7/1/2017	2,919.79	3,050.14	3,180.49	3,245.66
7/1/2018	2,978.18	3,111.14	3,244.10	3,310.57

**Captain - 15 years service**

	<u>No Educ.</u>	<u>Associates</u>	<u>Bachelors</u>	<u>Masters</u>
7/1/2017	2,941.25	3,071.60	3,201.95	3,267.12
7/1/2018	3,000.08	3,133.03	3,265.99	3,332.46

**Captain - 20 years service**

	<u>No Educ.</u>	<u>Associates</u>	<u>Bachelors</u>	<u>Masters</u>
7/1/2017	2,964.86	3,095.21	3,225.56	3,290.74
7/1/2018	3,024.15	3,157.11	3,290.07	3,356.55

**Captain - 25 years service**

	<u>No Educ.</u>	<u>Associates</u>	<u>Bachelors</u>	<u>Masters</u>
7/1/2017	3,229.86	3,370.64	3,511.42	3,581.81
7/1/2018	3,294.46	3,438.05	3,581.65	3,653.45

**Captain - 29 years service**

	<u>No Educ.</u>	<u>Associates</u>	<u>Bachelors</u>	<u>Masters</u>
7/1/2017	3,266.95	3,407.73	3,548.51	3,618.90
7/1/2018	3,332.29	3,475.89	3,619.48	3,691.28

**District Chief - 5 years service**

	<u>No Educ.</u>	<u>Associates</u>	<u>Bachelors</u>	<u>Masters</u>
7/1/2017	3,311.06	3,460.96	3,610.86	3,685.82
7/1/2018	3,377.28	3,530.18	3,683.08	3,759.54

3a

**District Chief - 10 years service**

	<u>No Educ.</u>	<u>Associates</u>	<u>Bachelors</u>	<u>Masters</u>
7/1/2017	3,330.38	3,480.28	3,630.19	3,705.13
7/1/2018	3,396.99	3,549.89	3,702.79	3,779.23

**District Chief - 15 years service**

	<u>No Educ.</u>	<u>Associates</u>	<u>Bachelors</u>	<u>Masters</u>
7/1/2017	3,351.82	3,501.75	3,651.65	3,726.59
7/1/2018	3,418.86	3,571.78	3,724.68	3,801.13

**District Chief - 20 years service**

	<u>No Educ.</u>	<u>Associates</u>	<u>Bachelors</u>	<u>Masters</u>
7/1/2017	3,375.45	3,525.35	3,675.25	3,750.21
7/1/2018	3,442.96	3,595.86	3,748.76	3,825.21

**District Chief - 25 years service**

	<u>No Educ.</u>	<u>Associates</u>	<u>Bachelors</u>	<u>Masters</u>
7/1/2017	3,673.31	3,835.20	3,997.09	4,078.04
7/1/2018	3,746.78	3,911.90	4,077.04	4,159.60

**District Chief - 29 years service**

	<u>No Educ.</u>	<u>Associates</u>	<u>Bachelors</u>	<u>Masters</u>
7/1/2017	3,710.39	3,872.29	4,034.19	4,115.13
7/1/2018	3,784.60	3,949.74	4,114.87	4,197.43

**Deputy Chief - 10 years service**

	<u>No Educ.</u>	<u>Associates</u>	<u>Bachelors</u>	<u>Masters</u>
7/1/2017	3,991.46	4,172.83	4,354.21	4,444.91
7/1/2018	4,071.29	4,256.29	4,441.30	4,533.81

3a

**Deputy Chief - 15 years service**

	<u>No Educ.</u>	<u>Associates</u>	<u>Bachelors</u>	<u>Masters</u>
7/1/2017	4,012.92	4,194.31	4,375.68	4,466.37
7/1/2018	4,093.18	4,278.19	4,463.19	4,555.70

**Deputy Chief - 20 years service**

	<u>No Educ.</u>	<u>Associates</u>	<u>Bachelors</u>	<u>Masters</u>
7/1/2017	4,036.53	4,217.91	4,399.29	4,489.98
7/1/2018	4,117.26	4,302.27	4,487.28	4,579.78

**Deputy Chief - 25 years service**

	<u>No Educ.</u>	<u>Associates</u>	<u>Bachelors</u>	<u>Masters</u>
7/1/2017	4,387.27	4,583.16	4,779.05	4,877.00
7/1/2018	4,475.01	4,674.82	4,874.63	4,974.54

**Deputy Chief - 29 years service**

	<u>No Educ.</u>	<u>Associates</u>	<u>Bachelors</u>	<u>Masters</u>
7/1/2017	4,424.36	4,620.24	4,816.14	4,914.08
7/1/2018	4,512.85	4,712.65	4,912.46	5,012.36

**Senior Deputy Chief - 10 years service**

	<u>No Educ.</u>	<u>Associates</u>	<u>Bachelors</u>	<u>Masters</u>
7/1/2017	4,098.77	4,280.16	4,461.54	4,552.23
7/1/2018	4,180.75	4,365.76	4,550.77	4,643.27

**Senior Deputy Chief - 15 years service**

	<u>No Educ.</u>	<u>Associates</u>	<u>Bachelors</u>	<u>Masters</u>
7/1/2017	4,120.24	4,301.62	4,483.00	4,573.69
7/1/2018	4,202.64	4,387.65	4,572.67	4,665.17

3a

**Senior Deputy Chief - 20 years service**

	<u>No Educ.</u>	<u>Associates</u>	<u>Bachelors</u>	<u>Masters</u>
7/1/2017	4,143.85	4,325.24	4,506.61	4,597.31
7/1/2018	4,226.73	4,411.74	4,596.74	4,689.25

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**Senior Deputy Chief - 25 years service**

	<u>No Educ.</u>	<u>Associates</u>	<u>Bachelors</u>	<u>Masters</u>
7/1/2017	4,503.17	4,699.07	4,894.96	4,992.91
7/1/2018	4,593.24	4,793.05	4,992.86	5,092.76

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**Senior Deputy Chief - 29 years service**

	<u>No Educ.</u>	<u>Associates</u>	<u>Bachelors</u>	<u>Masters</u>
7/1/2017	4,540.27	4,736.16	4,932.05	5,029.99
7/1/2018	4,631.07	4,830.88	5,030.69	5,130.59

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

RECEIVED

2021 APR 15 P 4: 21

CITY CLERK \_\_\_\_\_  
FALL RIVER, MA \_\_\_\_\_

**ALISON M. BOUCHARD**  
CITY CLERK

**MEETINGS SCHEDULED**  
**TUESDAY, APRIL 20, 2021**  
**CITY COUNCIL CHAMBER, ONE GOVERNMENT CENTER**

**INÊS LEITE**  
ASSISTANT CITY CLERK

**AGENDA**

**5:15 P.M. CITY COUNCIL COMMITTEE ON ORDINANCES AND LEGISLATION MEETING**  
**5:55 P.M. CITY COUNCIL PUBLIC HEARINGS (OR IMMEDIATELY FOLLOWING THE CITY**  
**COUNCIL COMMITTEE ON ORDINANCES AND LEGISLATION MEETING IF IT RUNS**  
**PAST 5:55 P.M.)**

**Billiards**

1. CAPMRPM, LLC d/b/a Rack 'Em Up Billiards, 7 Cove Street, Swansea, MA for permission to maintain a pocket billiard room with nineteen (19) tables located at 129 Griffin Street on Lot G-27-0004, Assessors Plan.

**Curb Removals**

2. David Pereira, 430 Alden Street, for the removal of curbing as follows:

	Existing opening	Curbing to be removed	Curbing to be added	Proposed Opening after alteration
430 Alden Street	16'	8'	0'	24'

The petitioner is requesting the removal of 8 feet of curbing to widen the driveway opening to 24 feet to eliminate on-street parking and create easier access for tenants.

3. Manuel Cabral, 29 Mott Street, for the removal of curbing as follows:

	Existing opening	Curbing to be removed	Curbing to be added	Proposed Opening after alteration
29 Mott Street	19'	3' 6"	0'	22' 6"

The petitioner is requesting the removal of 3 feet 6 inches of curbing south of the existing 19 foot driveway opening. This request is to allow for improved access to on-site parking for a vehicle with a boat trailer.

4. Alan Macomber, The Creative Class Apartments, 64 Durfee Street, for the removal of curbing as follows:

	Total Existing curb opening	Curbing to be removed	Curbing to be replaced	Proposed opening after alteration
64 Durfee Street	75'	1'	0'	76'
	191'	0'	127'	64'
	65'	0'	43'	22'
Total	331'	1'	170'	162'

The curb removal will reduce driveway openings a total of 170 feet and remove 1-foot of curb located on three parcels associated with the reconfiguration of parking for The Creative Class

**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](mailto:city_clerks@fallriverma.org)

Apartments. This request would allow for improved access to the property. The proposed curb removals will be substantially less than the existing condition.

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

1. Citizen Input  
**Due to the COVID-19 Essential Services Advisory, citizen input can be submitted by email to [city\\_council@fallriverma.org](mailto:city_council@fallriverma.org) by Tuesday, April 20, 2021 at 3:00 p.m. to be read at the meeting.**
2. \*Loan order in the amount of \$4,875,000 for Phase 21 Water System Improvements Project (referred 4-6-21)
3. \*Loan order in the amount of \$4,911,047 for Phase II repairs to the Samuel Watson Elementary School (referred 3-9-21)
4. \*Loan order in the amount of \$1,800,000 for constructing a synthetic turf varsity baseball field at B.M.C. Durfee High School (referred 3-9-21) *(Original loan order updated to include lighting; new proposed amount total: \$2,400,000)*
5. \*Discussion of Fiscal Year 2021 Quarter 3 Budget Report (see item #3 below)
6. \*Discussion with Executive Director of CDA re: Year Two Annual Action Plan (referred 4-6-21)

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

**PRIORITY MATTERS**

1. \*Mayor requesting confirmation of the reappointment of Ann Rockett-Sperling to the Board of Library Trustees
2. \*Mayor re: City Council resolution requesting plan from Administration for anticipated funding from American Rescue Plan
3. \*Fiscal Year 2021 Quarter 3 Budget Report

**PRIORITY COMMUNICATIONS**

4. \*KP Law, P.C. – Terms of Engagement for legal services
5. \*Council President request to reinstate ShotSpotter and other security cameras
6. \*Fall River Retirement Board notification of public hearing re: cost of living adjustment

**COMMITTEE REPORTS** – None

**ORDINANCES**

- Second reading and enrollment:
7. \*Proposed Ordinance – Traffic, miscellaneous
- Second reading and enrollment, as amended:
8. \*Proposed Ordinance – Abutters Lots Program

**RESOLUTIONS**

9. \*Committee on Health and Environmental Affairs convene to discuss contamination of yard waste and recycling

**CITATIONS** – None

**ORDERS – HEARINGS**

- Billiards:
10. CAPMRPM, LLC d/b/a Rack 'Em Up Billiards, 7 Cove Street, Swansea, MA to maintain a pocket billiard room with (19) tables at 129 Griffin Street
- Curb removals:
11. David Pereira, 430 Alden Street – total of 24' at 430 Alden Street
  12. Manuel Cabral, 29 Mott Street – total of 22' 6" at 29 Mott Street

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

13. Alan Macomber, The Creative Class Apartments, 64 Durfee Street – total of 162' at 64 Durfee Street

**ORDERS – MISCELLANEOUS**

14. Police Chief's Report on Licenses:

Taxicab Drivers:

Frederick Zawerucka

2021 Second Hand License Renewals:

TVI, Inc. d/b/a Savers Thrift Store – 109 Mariano Bishop Boulevard

Michael W. West d/b/a A1 Antiques & Used Furniture – 1091 Plymouth Avenue

2021 Pool and Billiards Renewals:

W & L Enterprises d/b/a Rack 'Em Up Billiards – 129 Griffin Street

Robert & John Albin d/b/a Straight Shooters – 288 Plymouth Avenue

**COMMUNICATIONS – INVITATIONS – PETITIONS**

15. \*Claims

16. \*City Engineer – Street opening less than 5 years on London Street

17. Drainlayer Licenses:

a. Cryan Landscape Contractors, Inc.

b. Biszko Contracting Corporation

c. Steen Realty & Development Corporation

d. Coastal Water Sewer & Excavation, Inc.

e. Khoury Excavating, Inc.

f. G. Lopes Construction, Inc.

g. K.R. Rezendes, Inc.

h. Bartlett Consolidated, LLC

i. Nathanyl Gomes Construction Corporation

j. Farland Corporation

k. Alexandre's Excavating, Inc.

l. Dixon, Inc.

m. ELJ, Inc.

n. DaSilva Landscaping & Construction, LLC

o. Century Paving & Construction Corporation

p. Thermo-Mechanical Systems, Inc.

q. Foley Excavation, LLC

r. Sandstone Construction, Inc.

City Council Meeting Minutes:

18. \*Committee on Finance – March 9, 2021

19. \*Regular City Council Meeting – March 9, 2021

20. \*Joint Meeting of the City Council and School Committee – March 9, 2021

**BULLETINS – NEWSLETTERS – NOTICES** – None



City Clerk

**ITEMS FILED AFTER THE AGENDA DEADLINE:**  
**CITY COUNCIL MEETING DATE: APRIL 20, 2021**

**COMMITTEE REPORTS**

Committee on Economic Development and Tourism recommending:

Referral to the Committee on Ordinances and Legislation

- 6a. Resolution – Discuss outdoor dining/seating for restaurants
- 6b. Resolution – Public Arts Policy

**RESOLUTIONS**

- 9a. \*Committee on Finance meet with Administration to discuss trash collection and proposal for Cart Program

**OTHER POTENTIAL MATTERS (to be acted upon if recommendations are received)**

**COMMITTEE REPORTS**

Committee on Ordinances and Legislation recommendation:

- 6c. Proposed Ordinance – Salary Schedule
- 6d. Proposed Ordinance – Traffic, handicapped parking

Committee on Finance recommendations:

- 6e. Loan order – \$4,875,000 for Phase 21 Water System Improvements Project
- 6f. Loan order – \$4,911,047 for Phase II repairs to the Samuel Watson Elementary School
- 6g. Loan order – \$2,400,000 for constructing a synthetic turf varsity baseball field to include lighting at B.M.C. Durfee High School
- 6h. Resolution – CDA Year Two Annual Action Plan



**LOAN ORDER**  
**(Water System Improvements)**

ORDERED, that \$4,875,000 is appropriated for the purpose of financing construction and design of Phase 21 of the City's Water Project including without limitation all costs thereof as defined in Section 1 of Chapter 29C of the General Laws; and to meet this appropriation the Treasurer, with the approval of the Mayor, is authorized to borrow \$4,875,000 and to issue bonds or notes, therefore, under Chapter 44 of the General Laws and/or Chapter 29C of the General Laws or any other enabling authority; that such bonds or notes shall be general obligations of the City unless the Treasurer, with the approval of the Mayor, determines that they should be issued as limited obligations and may be secured by local system revenues as defined in Section 1 of Chapter 29C; that the Treasurer, with the approval of the Mayor, is authorized to borrow all or a portion of such amount from the Massachusetts Clean Water Trust ("Trust") established pursuant to Chapter 29C and in connection therewith to enter into a financing agreement and/or a security agreement with the Trust and otherwise to contract with the Trust and the Department of Environmental Protection ("Department") with respect to such loan and for any federal or state aid available for the project or for the financing thereof; and that the Mayor is authorized to enter into a project regulatory agreement with the Department, to expend all funds available for the project and to take any other action necessary or convenient to carry out the project.

FURTHER ORDERED, any premium received upon the sale of any bonds or notes approved by this vote less any such premium applied to the payment of the costs of issuance of such bonds or notes, may be applied to the payment of costs approved by this vote in accordance with Chapter 44, Section 20 of the General Laws, thereby reducing the amount authorized to be borrowed to pay such costs by a like amount.

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

CITY OF FALL RIVER  
IN CITY COUNCIL

APR 06 2021

*Authorized to be published  
and referred to the  
Committee on Finance*



City of Fall River  
Massachusetts  
Office of the Mayor

FINANCE *2*

PAUL E. COOGAN  
Mayor

March 26, 2021

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

Dear Councilors:

Attached please find the proposed Loan Order for the Phase 21 Water Main Improvements Project. If you have any questions or require further information, please contact Paul J. Ferland, Administrator of Community Utilities.

I respectfully request your approval for this loan order.

Respectfully,

Paul E. Coogan  
Mayor

Attachment

CITY OF FALL RIVER  
IN CITY COUNCIL

APR 06 2021

*af & placed on file*

CITY CLERK  
FALL RIVER, MA

2021 MAR 29 P 2:20

RECEIVED



**PAUL E. COOGAN**  
*Mayor*

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



**PAUL J. FERLAND**  
Administrator

March 26, 2021

The Honorable Paul E. Coogan  
One Government Center  
Fall River, MA 02722

RE: Phase 21  
Loan Order

Dear Mayor Coogan:

It is respectfully requested that the attached loan order for the Phase 21 of the Water Systems Improvements Project be submitted to the City Council for review and approval. Approval is needed to comply with the state funding (SRF).

Please contact me if you need any further information.

Sincerely,

  
Paul J. Ferland, EIT  
Adm. Community Utilities

PJF/omc  
Attachment

# WATER SYSTEMS IMPROVEMENTS PROJECTS FINANCIAL SUMMARY

PHASE 21  
2021

Component	Vendor	Date	Function	Funding	Total Cost
CM Mains		2022	Construction Management		\$400,000.00
Main Replacement		2022	water main improvements/LSR		\$2,500,000.00
Police		2022	construction details		\$150,000.00
Contingency					\$125,000.00
PENDING SRF/MCWT Mains					\$3,175,000.00
Wilson Road Pump Station		2022			\$1,100,000.00
Contingency					\$50,000.00
PENDING SRF/MCWT Mains					\$1,150,000.00
Design Mains		2021	Design		\$250,000.00
Paving		2022	Paving		\$100,000.00
Contingency					\$200,000.00
SUB TOTAL OPEN MARKET					\$550,000.00
Total					\$4,875,000.00

notes:  
EJC principal reduction:

FUNDING Authorization	DATE	AMOUNT
PHASE 21		
Loan Order		\$4,875,000.00
Total		\$4,875,000.00

FUNDING-Loans	DATE	AMOUNT
PHASE 21		
BAN		\$550,000.00
MCWT Pump Pending		\$3,175,000.00
MCWT Main Pending		\$ 1,150,000.00
Total		\$4,875,000.00

FINANCE 2

Estimates of Phase 21 Project Debt: water projects  
Loan Order= \$4,875,000

SRF Project Cost	\$4,325,000
Repayment Less 10% EJC reduction	\$3,892,500

Open Market Project Cost	\$550,000
--------------------------	-----------

Phase 21-SRF-water projects			
	\$3,892,500		
year	Principal	Interest	Annual P&I
1	\$194,625	\$77,850	\$272,475
2	\$194,625	\$73,958	\$268,583
3	\$194,625	\$70,065	\$264,690
4	\$194,625	\$66,173	\$260,798
5	\$194,625	\$62,280	\$256,905
6	\$194,625	\$58,388	\$253,013
7	\$194,625	\$54,495	\$249,120
8	\$194,625	\$50,603	\$245,228
9	\$194,625	\$46,710	\$241,335
10	\$194,625	\$42,818	\$237,443
11	\$194,625	\$38,925	\$233,550
12	\$194,625	\$35,033	\$229,658
13	\$194,625	\$31,140	\$225,765
14	\$194,625	\$27,248	\$221,873
15	\$194,625	\$23,355	\$217,980
16	\$194,625	\$19,463	\$214,088
17	\$194,625	\$15,570	\$210,195
18	\$194,625	\$11,678	\$206,303
19	\$194,625	\$7,785	\$202,410
20	\$194,625	\$3,893	\$198,518
TOTALS	\$3,892,500	\$817,425	\$4,709,925

Phase 21-Open Market		
Principal	Interest	Annual P&I
\$27,500	\$16,500	\$44,000
\$27,500	\$15,675	\$43,175
\$27,500	\$14,850	\$42,350
\$27,500	\$14,025	\$41,525
\$27,500	\$13,200	\$40,700
\$27,500	\$12,375	\$39,875
\$27,500	\$11,550	\$39,050
\$27,500	\$10,725	\$38,225
\$27,500	\$9,900	\$37,400
\$27,500	\$9,075	\$36,575
\$27,500	\$8,250	\$35,750
\$27,500	\$7,425	\$34,925
\$27,500	\$6,600	\$34,100
\$27,500	\$5,775	\$33,275
\$27,500	\$4,950	\$32,450
\$27,500	\$4,125	\$31,625
\$27,500	\$3,300	\$30,800
\$27,500	\$2,475	\$29,975
\$27,500	\$1,650	\$29,150
\$27,500	\$825	\$28,325
\$550,000	\$173,250	\$723,250

Effect on the Water Rate	Estimate Start of Long Term Debt
\$0.10	2022
\$0.10	2023
\$0.10	2024
\$0.10	2025
\$0.10	2026
\$0.09	2027
\$0.09	2028
\$0.09	2029
\$0.09	2030
\$0.09	2031
\$0.09	2032
\$0.09	2033
\$0.08	2034
\$0.08	2035
\$0.08	2036
\$0.08	2037
\$0.08	2038
\$0.08	2039
\$0.07	2040
\$0.07	2041

LOAN ORDER

(WATSON SCHOOL REPAIRS PHASE II)

ORDERED: That the City appropriates the amount of Four Million Nine Hundred Eleven Thousand and Forty-seven Dollars (\$4,911,047) for the purpose of paying costs for accessibility improvements (ramps and entrances, elevator, bathroom, and railing), new lighting system, electrical system upgrade, new acoustical ceiling system, new HVAC system/improvements at the Samuel Watson Elementary School, located at 935 Eastern Avenue in Fall River, including the payment of all other costs incidental or related thereto (the "Project"), which proposed repair project would materially extend the useful life of the school and preserve an asset that otherwise is capable of supporting the required educational program.

To meet this appropriation, the City Treasurer, with the approval of the Mayor, is authorized to borrow said sum under and pursuant to G.L. c. 44, §7(1), or pursuant to any other enabling authority, and to issue bonds or notes of the City therefor. Any premium received by the City upon the sale of any bonds or notes approved by this vote, may be applied to the payment of costs approved by this vote in accordance with G.L. c. 44, §20, thereby reducing the amount authorized to be borrowed to pay such costs by a like amount.

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

CITY OF FALL RIVER  
IN CITY COUNCIL

MAR 09 2021

*Authorized to be published  
and referred to the  
Committee on Finance*



PAUL E. COOGAN  
Mayor

City of Fall River  
Massachusetts  
Office of the Mayor

FINANCE 3

RECEIVED

2021 FEB 18 P 1:42

CITY CLERK \_\_\_\_\_  
FALL RIVER, MA

February 18, 2021

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

Dear Honorable Council Members:

Chief Operating Officer Kenneth Pacheco is respectfully requesting that the City appropriate the sum of \$4,911,047 for the purpose of Phase II repairs to the Samuel Watson Elementary School. This appropriation is requested in the form of a loan order.

Your approval of appropriation/loan order is respectfully requested.

Best Regards,

*Paul E. Coogan*  
Paul E. Coogan  
Mayor

CITY OF FALL RIVER  
IN CITY COUNCIL

FEB 23 2021

*Objected to and laid on  
the table in accordance  
with the City Charter  
(objection filed by Councilor  
Cadine)*

CITY OF FALL RIVER  
IN CITY COUNCIL

MAR 09 2021

*a/c's placed on file*



FINANCE **3**

**FALL RIVER PUBLIC SCHOOLS**  
*Facilities & Operations*

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

2021 FEB 18 P 1:42

Kenneth C. Pacheco  
Chief Operations Officer

CITY CLERK \_\_\_\_\_  
FALL RIVER, MA \_\_\_\_\_

February 23, 2021

The Honorable Paul E. Coogan, Mayor  
City of Fall River  
1 Government Center  
Fall River, MA 02722

Dear Mayor Coogan:

I am attaching herewith, for your information and request through you to the City Council for the approval of a loan order in the amount of \$4,911,047 for the cost of Phase II of the renovation project at the Samuel Watson Elementary School. The Project is in Phase I construction with 70% of the prescribed work completed. Phase II work will begin on authorization of the loan order. I have attached a description of the phase II project along with a cost estimate sheet.

Sincerely,

Kenneth C. Pacheco,  
Chief Operations Officer



***Samuel Watson Renovation Project***

Based upon the proposed scope of the project, the Samuel Watson School Project is broken into two phases. Phase I of the project includes work associated with the MSBA Accelerated Repair Program and life safety, while Phase II of the project focuses on Accessibility improvements, plumbing code requirements, and miscellaneous upgrades. Below is a summary of the two Proposed Phases:

- **Phase I (MSBA ARP Project)**

- Window Replacement
- Roof Replacement and Structural Improvements
- Boiler Replacement
- New Fire Suppression System
- New Fire Alarm System

- **Phase II (City Project)**

- Accessibility Improvements
  - Ramps and Entrances
  - Elevator
  - Bathroom Improvements
  - Railing Improvements
- New Lighting System
- Electrical System Upgrade
- New Acoustical Ceiling System
- New HVAC system/improvements

CITY CLERK  
FALL RIVER, MA

2021 FEB 18 P 1:42

RECEIVED

CSI Code	Description	Phase I Cost	Phase II Cost (with escalation)
<b>Base Bid Total</b>		<b>\$ 4,390,285</b>	<b>\$ 4,943,955</b>
CO#1	Electrical T&M for Wood Stair Wall Demo	\$ 2,321	
	Wood Blocking at Masonry Gap	\$ 26,207	
	Steam Trap Replacement	\$ 11,077	
	Remove and Replace Conc Floor for Sprinkler	\$ 2,991	
CO#2	Window Abatement T&M	\$ 63,685	
	Boiler Louver	\$ 4,261	
	HVAC Demo of Unit Vents & Floor Units	\$ 14,057	\$ (14,057)
	Fire Rated Doors & Frames	\$ 13,404	
	Door Hardware	\$ 3,899	
	Temp Roofing	\$ 64,459	
	Exit Signs	\$ 20,232	\$ (20,232)
	Steam Trap Insulation Abatement	\$ 3,297	
	Masonry Infill Around Basement Pipes	\$ 6,017	
	Remove Existing Window Shade Brackets	\$ 3,566	
	Clean Misc. Materials in Boiler Room	\$ 2,545	
	Louver Plenum	\$ 1,465	
	Relocate Boiler Gas Line	\$ 1,993	
CO#3	Electrical Service	\$ 265,799	\$ (265,799)
	Change at Back Door/ Bridge	\$ 1,959	
	Large Masonry Lintels	\$ 26,220	
	Credit Hot Water Fuel	\$ (5,140)	
	Replacement of Existing Window Frame	\$ 13,138	
	Remove Gas & Oil Piping in Boiler Room	\$ 2,047	
	1st Floor HVAC Demo for Walls	\$ 12,756	
	Basement Insulation Abatement	\$ 2,090	
	Carpentry at Unit Vents	\$ 19,643	
	Credit Plaster Scope	\$ (297,300)	
CO#4	Additional Gas Pipe Demo in Boiler Room	\$ 1,026	
	Masonry Overtime 10/9-10/17	\$ 13,219	
	Existing Boiler Electrical and Controls	\$ 7,310	
	Additional Masonry at 1st and 2nd Floor Lintels	\$ 16,510	
CO#5	Replace Remaining Steam Traps	\$ 22,638	
	Emergency Boiler Switches	\$ 3,305	
	JJC and Masonry OT 10/24-10/31	\$ 26,315	
CO#6	Existing Boiler Trap Height	\$ 1,157	
	Upper Masonry Stone Band Joints	\$ 6,837	

CSI Code	Description	Phase I Cost	Phase II Cost (with escalation)
	Electrical Study	\$ 4,935	
	JJC and Masonry OT 11/7-12/5	\$ 53,462	
	Electrical T&M for Generator	\$ 2,089	
CO#7	Steam Pipe Insulation	\$ 918	
	Masonry Unit Price Credit	\$ (6,140)	
RFP#7	**Approx. ** Demo heaters in basement shafts	\$ 50,000	
	**Approx. ** Roof	\$ 150,000	
	<b>Change Order Total</b>	<b>\$ 640,269</b>	<b>\$ (300,088)</b>
	<b>Total Contract Plus Change Orders</b>	<b>\$ 5,030,554</b>	<b>\$ 4,643,867</b>
	General Conditions (10%)		\$ 464,387
	General Requirements (3%)		\$ 139,316
	Insurance & Bond (2%)		\$ 92,877
	Building Permit (1%)		\$ 46,439
	Contractor's GC Fee (5%)		\$ 232,193
	Design/ Estimating Contingency (5%)		\$ 232,193
	<b>Total with Phase 2 Contingency</b>		<b>\$ 5,851,272</b>
	<b>Current Contracts</b>		
	exPERTcon Current Contract	\$ 411,825	
	Tighe & Bond (Through Amendment 5)	\$ 728,170	
	<b>Subtotal</b>	<b>\$ 1,139,995</b>	
	<b>Expected Contracts (add subtotal)</b>		
	exPERTcon Phase 2 Contract	\$ 175,000	
	Tighe & Bond Phase 2 Bidding and Construction (Includes rate adjustments through 2021)	\$ 146,500	
	Phase I/II Drawing/Scope Amendment - Estimated	\$ 65,000	
	<b>Subtotal</b>	<b>\$ 386,500</b>	
	<b>Total with Design/OPM fees</b>	<b>\$ 6,557,049</b>	<b>\$ 5,851,272</b>
	<b>Move to Phase 1</b>		
RFP#9	Main Entrance Steps, Ramp, Sitework	\$ 304,834	\$ (304,834)
RFP#10	Interior Handrails	\$ 114,630	\$ (114,630)
RFP#11	Basement Bathrooms	\$ 299,516	\$ (299,516)
	<b>Subtotal</b>	<b>\$ 718,980</b>	<b>\$ (718,980)</b>
	<b>Total After Moving Scope to Phase 1</b>	<b>\$ 7,276,029</b>	<b>\$ 5,132,293</b>
	<b>Project Budget</b>	<b>\$ 7,426,775</b>	<b>\$ 5,000,000</b>
	<b>Remaining Budget</b>	<b>\$ 150,746</b>	<b>\$ (132,293)</b>



FINANCE 3

RECEIVED

**FALL RIVER PUBLIC SCHOOLS**  
*Facilities & Operations*

2021 FEB 25 P 4:00:

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

Kenneth C. Pacheco  
Chief Operations Officer MA

February 25, 2021

The Honorable Cliff Ponte  
President, City Council  
City of Fall River  
1 Government Center  
Fall River, MA 02722

Dear President Ponte:

I am sending you this letter regarding the actions of the City Council on Tuesday February 23, 2021 meeting. I have attached documents which you have already received and included a waiver request and an approval notification on the ADA requirements at the Watson Elementary School. The much needed repairs at the 116 year old building are transforming this structure into a modern 2 unit educational structure with all the amenities of our other schools within the district. We are currently at approximately 75% completion for phase 1 of the renovations at Watson which is the MSBA Accelerated Repair Program portion. The ADA compliant part of construction is Phase 2, which was presented to the Council as an agenda item on February 23, 2021 to be advertised and referred to the Council's Committee on Finance scheduled for March 9, 2021. I am hopeful that on March 9<sup>th</sup> the Council will move this loan order request for the Watson Phase 2 project to the Committee on Finance meeting scheduled for March 23, 2021. I cannot stress enough how important this request is to the school department and especially to the Watson School Community.

The attached documents contain the waiver approval notification which has a completion date of November 30, 2021 for all ADA compliance articles. I am stressing the importance of having most if not all items completed on or before the date indicated in the waiver document.

In closing the District has made many improvements across most of our facilities in the last 4 and half years using school department funds, CPA grants and insurance proceeds to make necessary repairs, upgrade physical plants and improve technology infrastructure. The School Committee has approved the use of School funds over this time period totaling \$1,656,322, Insurance proceeds \$5,485,758 and CPA grants \$470,000 for a total of \$7,612,080.

I am looking forward to presenting the two loan orders to the Council and I will provide any additional information needed to you in advance of the meeting.

Sincerely,

Kenneth C. Pacheco  
Chief Operations Officer

emailed Councilors  
copy too.  
2/25/21



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

**JASIEL F. CORREIA II**  
*Mayor*

**CHRIS GALLAGHER**  
*Director*

November 20, 2018

Mr. Walter White, Chairman  
Massachusetts Architectural Access Board  
One Ashburton Place, Room 310  
Boston, MA 02108

**Re: Request for Variance – Samuel Watson Elementary School**

Dear Chairman White:

The City of Fall River and the Fall River Public Schools, as the owner of the Samuel Watson School building, have reviewed the proposed Application for Variance that is intended to be submitted to the Massachusetts Architectural Access Board for the Samuel Watson School in November 2018. The City of Fall River and the Fall River Public Schools takes no exception to the Application for Variance and grants permission to Tighe & Bond, Inc, the engineer on the proposed project, to submit the Application for Variance to the Architectural Access Board.

Respectfully,

Chris Gallagher, Director  
City of Fall River, Facilities Maintenance



**CHARLES D. BAKER**  
GOVERNOR

**KARYN E. POLITO**  
LIEUTENANT GOVERNOR

**JAY ASH**  
SECRETARY OF HOUSING AND  
ECONOMIC DEVELOPMENT

**Commonwealth of Massachusetts**  
**Division of Professional Licensure**  
**Office of Public Safety and Inspections**  
**Architectural Access Board**

1 Ashburton Place, Rm 1310 • Boston • Massachusetts • 02108  
V: 617-727-0660 • [www.mass.gov/aab](http://www.mass.gov/aab) • Fax: 617-826-2511

**JOHN C. CHAPMAN**  
UNDERSECRETARY OF  
CONSUMER AFFAIRS AND  
BUSINESS REGULATION

**CHARLES BORSTEL**  
COMMISSIONER, DIVISION OF  
PROFESSIONAL LICENSURE

**THOMAS HOPKINS**  
EXECUTIVE DIRECTOR

TO: Local Building Inspector  
Local Disability Commission  
Independent Living Center

Docket Number **V 18 375**

FROM: ARCHITECTURAL ACCESS BOARD

RE: Samuel Watson Elementary School  
935 Eastern Avenue  
Fall River

Date: **12/17/2018**

Enclosed please find the following material regarding the above location:

☐ Application for Variance

☒ Decision of the Board

☐ Notice of Hearing

☐ Correspondence

☐ Letter of Meeting

The purpose of this memo is to advise you of action taken or to be taken by this Board. If you have any information which may assist the Board in reaching a decision in this case, you may call this office or you may submit comments in writing.

**SERVICE NOTICE**

I, Joseph Viamari, as Engineer  
(name) (relationship to the applicant)  
 for the Petitioner Kenneth Pacheco submit a  
(name of the applicant)  
 variance application filed with the Massachusetts Architectural Access Board on 11/6/18  
(date variance submitted)

HEREBY CERTIFY UNDER THE PAINS AND PENALTIES OF PERJURY THAT I SERVED OR CAUSED TO BE SERVED, A COPY OF THIS VARIANCE APPLICATION ON THE FOLLOWING PERSON(S) IN THE FOLLOWING MANNER:

<u>NAME AND ADDRESS OF PERSON OR AGENCY SERVED</u>		<u>METHOD OF SERVICE</u>	<u>DATE OF SERVICE</u>
<b>1</b> Building Department	Fall River Building Department One Government Center Room 524 Fall River, MA 02722	Mail	
<b>2</b> Local Commission on Disability (If Applicable)	Disability Commission One Government Center Fall River, MA 02722	Mail	
<b>3</b> Independent Living Center	Southeast Center for Independent Living 66 Troy Street Suite #3 Fall River, MA 02720	Mail	

AND CERTIFY UNDER THE PAINS AND PENALTIES OF PERJURY THAT THE ABOVE STATEMENTS TO THE BEST OF MY KNOWLEDGE ARE TRUE AND ACCURATE.

*J. Viamari*  
 Signature: Appellant or Petitioner

On the 6<sup>th</sup> Day of November 20 18  
 PERSONALLY APPEARED BEFORE ME THE ABOVE NAMED

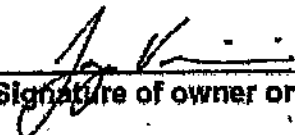
Joseph P. Viamari  
 (Type or Print the Name of the Appellant)

*Patrice A. Bean*  
 NOTARY PUBLIC

8-16-2024  
 MY COMMISSION EXPIRES

17. State the phase of design or construction of the facility as of the date of this application:  
Schematic Phase
18. State the name and address of the architectural or engineering firm, including the name of the individual architect or engineer responsible for preparing drawings of the facility:  
Tighe & Bond, Inc.  
53 Southampton Road  
Westfield, MA 01085  
Joseph P. Viamari - Senior Project Manager  
E-mail: [jpviamari@tighebond.com](mailto:jpviamari@tighebond.com)  
Telephone: (413) 572-3281
19. State the name and address of the building inspector responsible for overseeing this project:  
Glen Hatheway  
E-mail: [buildings@fallriverma.org](mailto:buildings@fallriverma.org)  
Telephone: (508) 324-2500

Date: 11/6/18

  
 Signature of owner or authorized agent (required)

**PLEASE PRINT:**

JAY VIAMARI  
 Name

TIGHE+BOND  
 Organization (if Applicable)

53 SOUTHAMPTON RD.  
 Address

Address 2 (optional)

<u>WESTFIELD</u>	<u>MA</u>	<u>01085</u>
City/Town	State	Zip Code

jpviamari@tighebond.com  
 E-mail

413-572-3281  
 Telephone



9. Is the building historically significant? yes X no. If no, go to number 10.

9a. If yes, check one of the following and indicate date of listing:

- ☐ National Historic Landmark  
☐ Listed individually on the National Register of Historic Places  
☐ Located in registered historic district  
☐ Listed in the State Register of Historic Places  
☐ Eligible for listing

9b. If you checked any of the above and your variance request is based upon the historical significance of the building, you must provide a letter of determination from the Massachusetts Historical Commission, 220 Morrissey Boulevard, Boston, MA 02125.

10. For each variance requested, state in detail the reasons why compliance with the Board's regulations is impracticable (*use additional sheets if necessary*), including but not limited to: the necessary cost of the work required to achieve compliance with the regulations (i.e. written cost estimates); and plans justifying the cost of compliance.

See attached

11. Which section of the Board's Jurisdiction (*see Section 3 of the Board's Regulations*) has been triggered?

3.2      3.3.1a      3.3.1b      3.3.2 X 3.4      Other (List Section)     

12. List all building permits that have been applied for within the past 36 months, include the issue date and the listed value of the work performed:

<u>Permit #</u>	<u>Date of Issuance</u>	<u>Value of Work</u>

(*Use additional sheets if necessary.*)

13. List the anticipated construction cost for any work not yet permitted:

MSBA Project Costs (not including work associated with 521 CMR) - \$6,050,000  
Work associated with 521 CMR - \$2,650,000

14. Has a certificate of occupancy been issued for the facility? Yes      No X

If yes, state the date it was issued:     

15. To the best of your knowledge, has a complaint ever been filed on this building relative to accessibility? Yes      No X

a. If so, list the AAB docket number of the complaint     

16. For existing buildings, state the actual assessed valuation of the BUILDING ONLY, as recorded in the Assessor's Office of the municipality in which the building is located:

\$853,800.

Is the assessment at 100%?     

If not, what is the town's current assessment ratio?

**SECTION NUMBER**

**LOCATION OR DESCRIPTION**

See Attached

*If requesting relief to 5 or more sections, use the Large Variance Tally Sheet available on the "Forms and Applications" page of the Board's website (<http://www.mass.gov/aab>)*

In accordance with M.G.L., c.22, § 13A, I hereby apply for modification of or substitution for the rules and regulations of the Architectural Access Board as they apply to the building/facility described below on the grounds that literal compliance with the Board's regulations is impracticable in my case.

1. State the name and address of the owner of the building/facility:  
City of Fall River, Fall River Public Schools  
417 Rock Street  
Fall River, MA 02720  
E-mail: kenpacheco@fallriverschools.org  
Telephone: (508) 675-8420 Ext 53704
2. State the name and address of the building/facility:  
935 Eastern Ave  
Fall River, MA 02723
3. Describe the facility (i.e. number of floors, type of functions, use, etc.):  
The Samuel Watson Elementary School consists of an approximately 45,000 square foot building located on a parcel of approximately 1.2 acres. The school building is a multi-story brick and cast stone masonry building constructed in 1905. The school currently serves approximately 300 students from kindergarten through 5<sup>th</sup> grade. The sub-basement level of the building consists of mechanical and electrical equipment for building heating and hot water. The basement level consists of the gymnasium, cafeteria, bathrooms, storage areas, and custodial offices. The 1st through 3rd levels contain the core classroom space, as well as the school office, teachers' lounges, and administrative offices.
4. Total square footage of the building: 45,332 square feet Per floor: \_\_\_\_\_  
 a. total square footage of tenant space (if applicable): \_\_\_\_\_
5. Check the work performed or to be performed:  

<input type="checkbox"/> New Construction	<input type="checkbox"/> Addition
<input checked="" type="checkbox"/> Reconstruction/Remodeling/Alteration	<input type="checkbox"/> Change of Use
6. Briefly describe the extent and nature of the work performed or to be performed (use additional sheets if necessary):  
The primary scope of work for this project is window, exterior door, boiler, and roof replacement through the Massachusetts School Building Authority Accelerated Repair Program. Accessibility improvements will be required due to the project's construction cost exceeding 30% of the building's assessed value. Accessibility upgrades are proposed to commence in 2020, contingent upon this variance request.
7. Are you seeking temporary relief? Yes X No \_\_\_\_\_  
 a. If temporary relief is sought, what is the proposed deadline? Commencement of construction activities of the items outlined in this variance request is anticipated to begin by November 2020 and to be complete by November 2021.
8. State each section of the Architectural Access Board's Regulations for which a variance is being requested. (Please note the Board will NOT consider requests for relief from Section 3, please list the specific items triggered by Section 3 where relief is being sought):

CHARLES D. BAKER  
GOVERNOR

KARYN E. POLITO  
LIEUTENANT GOVERNOR

JAY ASH  
SECRETARY OF HOUSING AND  
ECONOMIC DEVELOPMENT



Commonwealth of Massachusetts  
Division of Professional Licensure  
Office of Public Safety and Inspections  
Architectural Access Board

1 Ashburton Place, Rm 1310 • Boston • Massachusetts • 02108  
V: 617-727-0860 • www.mass.gov/aab • Fax: 617-727-0665

JOHN C. CHAPMAN  
UNDERSECRETARY OF  
CONSUMER AFFAIRS AND  
BUSINESS REGULATION

CHARLES BORSTEL  
COMMISSIONER, DIVISION OF  
PROFESSIONAL LICENSURE

THOMAS HOPKINS  
EXECUTIVE DIRECTOR

APPLICATION FOR VARIANCE

Docket: \_\_\_\_\_  
(Staff Only)

INSTRUCTIONS:

- 1) Answer all questions on this application to the best of your ability.
- 2) Attach whatever documents you feel are necessary to meet the standard of impracticability laid out in 521 CMR 4.1. You must show that either:
  - a. Compliance is technologically infeasible, or
  - b. Compliance would result in an excessive and unreasonable cost without any substantial benefit for persons with disabilities.
- 3) Please ensure that attached documents are no larger than 11" x 17". Common attachments include but do not require documents such as:
  - a. Floor plans,
  - b. Site plans which include the location of buildings and the meets and bounds of the property,
  - c. Cross-sectional drawings,
  - d. Color photographs,
  - e. Test drawings,
  - f. Cost estimates,
  - g. Copies of the Property Card, and/or
  - h. Narratives, including accommodation plans.
- 4) Sign the Application.
- 5) If the applicant is not the owner of the building or his or her agent, include a letter from the owner granting permission for you to apply for variance.
- 6) Burn copies of the application and all attached documents onto a Compact Disc (CD or DVD only, no flash drives will be accepted).
- 7) Provide full copies of the application and all attached documentation, on both Paper and CD/DVD to the:
  - a. Local Building Department,
  - b. Local Commission on Disability (if applicable in the town where the project is located), and
  - c. The Independent Living Center (ILC) for your area.  
(Your ILC can be found at: <http://www.masilc.org/findacenter>.)
- 8) Provide to the Board:
  - a. A completed copy of the application and all attached documents,
  - b. A copy of the CD/DVD,
  - c. The completed, signed, and notarized Service Notice (Included as Page 5 of this application).
  - d. A check or money order in the amount of \$50 dollars, made out to the Commonwealth of Massachusetts.

**Tighe & Bond**

Engineers | Environmental Specialists

M-1215-15

November 7, 2018

Mr. Walter White, Chairman  
Massachusetts Architectural Access Board  
One Ashburton Place, Room 310  
Boston, MA 02108

**Re: Request for Variances – Samuel Watson Elementary School**

Dear Chairman White:

The City of Fall River is currently considering potential renovations to the Samuel Watson Elementary School building as part of the Massachusetts School Building Authority's Accelerated Repair Program. The scope of the proposed work primarily consists of building envelope and energy efficiency upgrades to the school, including window, door, roof, and boiler replacement. The City has recently completed a Schematic Design evaluation of the proposed project and the anticipated cost of the renovations will be greater than 30% of the current assessed value of the building. As outlined in 521 CMR, renovations costing greater than 30% of the full and fair cash value of the building, require that the entire building be brought into compliance with 521 CMR.

The Accelerated Repair Program funding reimbursement does not cover any portion of the required accessibility upgrades once the anticipated scope of work exceeds 30% of the full and fair cash value of the building. Due to City funding restrictions, the exclusion of the required accessibility upgrades from the MSBA funding makes the proposed project infeasible. Therefore, the City of Fall River is requesting temporary relief from 521 CMR requirements, as outlined below, in order to complete the building upgrade project in phases to comply with funding requirements. It is the City's intention to complete full design of the school renovation project, including all required accessibility upgrades, and then complete construction in two phases. Phase I will include the window, door, roof, and boiler replacements partially funded by MSBA, and Phase II will include all of the accessibility upgrades required to bring the school into compliance with 521 CMR. These upgrades include construction of a new accessible entrance and elevator, installation of new handrails, door hardware, drinking fountains, signage, and wall-mounted fixtures; and the renovation of the building's bathrooms. As detailed in the variance application, the City of Fall River is requesting temporary relief for a period of 2-years (November 2020) to commence construction of the Phase II accessibility upgrades. It is anticipated that construction of the scope of work required to bring the School building into compliance with 521 CMR can be completed within a 1-year period, after the commencement of construction.

The following conditions have been identified which do not currently meet the requirements set forth in 521 CMR, and for which the City is seeking temporary relief:

- Variance Request #1 – Elevator
- Variance Request #2 – Accessible Entrances
- Variance Request #3 – Handrails
- Variance Request #4 – Door Hardware
- Variance Request #5 – Public Toilet Room Water Closets and Sinks
- Variance Request #6 – Drinking Fountains
- Variance Request #7 – Signage

**Tighe&Bond**

- Variance Request #8 – Accessible Tables and Seating
- Variance Request #9 – Wall Mounted Fixtures

Attached you will find the Application for Variance Form. We will be happy to provide any additional information or materials that the Board may require. Thank you for your attention to this matter.

Very truly yours,

**TIGHE & BOND, INC.**



Jay P. Viemari  
Senior Project Manager

J:\M\1215\03 Fall River\AAB Compliance\Cover Letter.doc

LOAN ORDER

(Durfee High School Baseball Field)

ORDERED: That the City appropriates the amount of One Million Eight Hundred Thousand Dollars (\$1,800,000) to be used for the construction of a synthetic turf varsity baseball field, including the payment of all cost incidental or related thereto.

To meet this appropriation, the City Treasurer, with the approval of the Mayor, is authorized to borrow said sum under and pursuant to G.L. c. 44, §7(1), or pursuant to any other enabling authority, and to issue bonds or notes of the City therefor. Any premium received by the City upon the sale of any bonds or notes approved by this vote, may be applied to the payment of costs approved by this vote in accordance with G.L. c. 44, §20, thereby reducing the amount authorized to be borrowed to pay such costs by a like amount.

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

CITY OF FALL RIVER  
IN CITY COUNCIL

MAR 09 2021

*Authorized to be published  
and referred to the  
Committee on Finance,  
7 days, 2 days  
(Dionne + Lee)*



PAUL E. COOGAN  
Mayor

City of Fall River  
Massachusetts  
Office of the Mayor

FINANCE **4**

RECEIVED

2021 FEB 18 P 1:42

CITY CLERK \_\_\_\_\_  
FALL RIVER, MA

February 18, 2021

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

Dear Honorable Council Members:

Chief Operating Officer Kenneth Pacheco is respectfully requesting that the City appropriate the sum of \$1,800,000 for the purpose construction of a synthetic turf varsity baseball field at Durfee High School. This appropriation is requested in the form of a loan order.

Your approval of appropriation/loan order is respectfully requested.

Best Regards,

*Paul E. Coogan*  
Paul E. Coogan  
Mayor

CITY OF FALL RIVER  
IN CITY COUNCIL  
FEB 23 2021

*Objected to and laid on  
the table in accordance  
with the City Charter  
(Objections filed by Councilors  
Cadin and Dione)*

CITY OF FALL RIVER  
IN CITY COUNCIL  
MAR 09 2021

*Accepted on file*





FINANCE **4**

**FALL RIVER PUBLIC SCHOOLS**  
*Facilities & Operations*

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

**Kenneth C. Pacheco**  
Chief Operations Officer

February 23, 2021

The Honorable Paul E. Coogan, Mayor  
City of Fall River  
1 Government Center  
Fall River, MA 02722

RECEIVED  
2021 FEB 18 P 1:43  
CITY CLERK  
FALL RIVER, MA

Dear Mayor Coogan:

I am attaching herewith, for your information and request through you to the City Council for the approval of a loan order in the amount of \$1,800,000 for the construction of a synthetic turf varsity baseball field at Durfee High School. I have attached a cost estimate sheet.

Sincerely,

Kenneth C. Pacheco,  
Chief Operations Officer



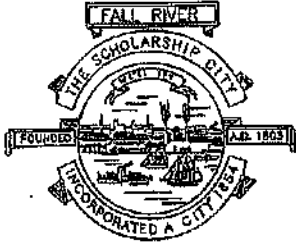
FINANCE <sup>4</sup>  
RECEIVED

2021 FEB 18 P 1:43

CITY CLERK  
FALL RIVER, MA

# Opinion of Probable Cost - Synthetic Turf Baseball

Item	Quantity	Unit	Unit Price	Total
<b>Site Preparation/Demolition</b>				
Strip Top Soil (assume 6")	2,400	CY	\$6	\$14,400
Additional Cut and Fill	6,700	CY	\$12	\$80,400
Erosion Control and Temporary Facilities	660	LF	\$3	\$2,000
<b>Subtotal</b>				<b>\$96,800</b>
<b>Synthetic Turf Varsity Baseball Field</b>				
New Dugouts	2	LS	\$40,000	\$80,000
New Backstop	1	LS	\$80,000.00	\$80,000
Fine Grading of Synthetic Turf Field	1	LS	\$25,000	\$25,000
PCC Field Curb	1,580	LF	\$40	\$63,200
Synthetic Turf	124,000	SF	\$4.25	\$527,000
Shock Pad	124,000	SF	\$1.00	\$124,000
New Mound	1	LS	\$12,000.00	\$12,000
12' Black Vinyl Chainlink Fence	40	LF	\$100.00	\$4,000
8' Black Vinyl Chain Link Fence	80	LF	\$75.00	\$6,000
6' Black Vinyl Chain Link Fence	1,150	LF	\$60.00	\$69,000
Field Barrier Netting	200	LF	\$140.00	\$28,000
Base and Finishing Stone Subbase	3,100	CY	\$50	\$155,000
12" HDPE Pipe and Stone Drainage Trench	1,350	LF	\$36	\$48,600
Manhole	1	LS	\$5,000	\$5,000
New Batting Cage	1	LS	\$40,000	\$40,000
Bases foul Poles, Bull Pens, etc.	1	LS	\$22,000	\$22,000
Scoreboard	1	LS	\$24,000	\$24,000
Safety Netting	266	LF	\$140	\$37,300
Utilities: Water and Electric	1	LS	\$7,500	\$7,500
Synthetic Turf Testing	1	LS	\$12,000	\$12,000
<b>Subtotal</b>				<b>\$1,349,800</b>
<b>Subtotal</b>				<b>\$1,446,400</b>
<b>SUBTOTAL OF SITE CONSTRUCTION ITEMS</b>			<b>TOTAL</b>	<b>\$1,446,400</b>
<b>ENGINEERING AND DESIGN</b>				<b>\$94,018</b>
<b>GENERAL CONDITIONS, BOND, CONTRACTOR OH&amp;P</b>				<b>\$144,640</b>
<b>CONTINGENCY</b>				<b>\$144,640</b>
<b>TOTAL</b>				<b>\$1,830,000</b>



PAUL E. COOGAN  
Mayor

City of Fall River  
Massachusetts  
Office of the Mayor

FINANCE **4**

RECEIVED

2021 MAR 17 A 11:23

CITY CLERK \_\_\_\_\_  
FALL RIVER, MA

March 17, 2021

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

Dear Honorable Council Members:

Chief Operating Officer Kenneth Pacheco is respectfully requesting that the City appropriate the sum of \$2,400,000 for the purpose construction of a synthetic turf varsity baseball field at Durfee High School. The increase is due to the Councilor's request to include lighting at the varsity baseball field. This appropriation is requested in the form of a loan order.

Your approval of appropriation/loan order is respectfully requested.

Best Regards,

Paul E. Coogan  
Mayor

LOAN ORDER

(Durfee High School Baseball Field)

ORDERED: That the City appropriates the amount of Two Million Four Hundred Thousand Dollars (\$2,400,000) to be used for the construction of a synthetic turf and lighting at the varsity baseball field, including the payment of all cost incidental or related thereto.

To meet this appropriation, the City Treasurer, with the approval of the Mayor, is authorized to borrow said sum under and pursuant to G.L. c. 44, §7(1), or pursuant to any other enabling authority, and to issue bonds or notes of the City therefor. Any premium received by the City upon the sale of any bonds or notes approved by this vote, may be applied to the payment of costs approved by this vote in accordance with G.L. c. 44, §20, thereby reducing the amount authorized to be borrowed to pay such costs by a like amount.

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



PAUL E. COOGAN  
Mayor

City of Fall River  
Massachusetts  
Community Development Agency

FINANCE **6**

buyfallriver**now**

MICHAEL P. DION  
Executive Director / CFO

March 31, 2021

Council President Cliff Ponte & City Councilors  
One Government Center  
Fall River, MA 02722

Dear President Ponte & City Councilors:

I am pleased to forward to you the proposed resolution authorizing submission of the City of Fall River Year Two Annual Action Plan with the U.S. Department of Housing and Urban Development (HUD) for continued funding of the Community Development Block Grant (CDBG), Emergency Solutions Grant (ESG) and HOME Investment Partnerships (HOME) Programs. The Action Plan details activities to be undertaken during the July 1, 2021 - June 30, 2022 program year.

The resolution and the Year Two Annual Action Plan are being submitted to you in order to provide review time prior to City Council consideration of the resolution at the April 20<sup>th</sup> Council meeting. The Plan was submitted for your review under separate cover.

The proposed program of activities, which was advertised on February 26<sup>th</sup> for public comment, was developed on the basis of testimony and proposals received at public hearings held January 6<sup>th</sup> and March 10<sup>th</sup>.

The timetable provides for submission of the Year Two Annual Action Plan no later than May 5, 2021.

Should you or any other Councilor have any questions or comments prior to April 20<sup>th</sup>, I urge you to immediately contact Michael P. Dion, Executive Director/Chief Financial Officer of the Fall River Community Development Agency. Mr. Dion will be present at the City Council meeting to respond to any questions.

Sincerely,

Paul E. Coogan  
Mayor

Enclosure

CITY OF FALL RIVER  
IN CITY COUNCIL

APR 06 2021

*Referred to the  
Committee on Finance*

RECEIVED  
2021 MAR 31 P 3:11  
CITY CLERK  
FALL RIVER, MA

Mayor Paul E. Coogan

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

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

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

**WHEREAS**, the U.S. Department of Housing and Urban Development (HUD) has notified the City of Fall River that entitlements are \$2,939,042.00 under CDBG, \$249,879.00 under ESG and \$1,052,327.00 under HOME; and

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

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

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

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

CITY OF FALL RIVER  
IN CITY COUNCIL

APR 06, 2021

*Referred to the  
Committee on Finance*



PAUL E. COOGAN  
Mayor

City of Fall River  
Massachusetts  
Community Development Agency



buyfallrivernow

MICHAEL P. DION  
Executive Director / CFO

March 25, 2021

RECEIVED

Council President Cliff Ponte & City Councilors  
One Government Center  
Fall River, MA 02722

2021 MAR 31 A 11:56

CITY CLERK  
FALL RIVER, MA

Dear President Ponte & City Councilors:

I am pleased to forward to you the City of Fall River Year Two Annual Action Plan which I propose to file with the U.S. Department of Housing and Urban Development (HUD) for continued funding of the Community Development Block Grant (CDBG), Emergency Solutions Grant (ESG) and HOME Investment Partnerships (HOME) Programs. The Action Plan details activities to be undertaken during the July 1, 2021- June 30, 2022 program year.

Under a separate cover on March 30, 2021, I shall submit a proposed resolution for your consideration at your April 20<sup>th</sup> meeting. The resolution would authorize submission of the City of Fall River Year Two Annual Action Plan with the U.S. Department of Housing and Urban Development. The Year Two Annual Action Plan is being submitted to you now in order to provide adequate review time prior to City Council consideration of the resolution at the April 20<sup>th</sup> meeting.

The proposed program of activities, which was advertised on February 26<sup>th</sup> for public comment, was developed on the basis of testimony and proposals received at public hearings held January 6<sup>th</sup> and March 10<sup>th</sup>.

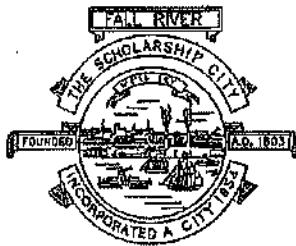
The timetable provides for submission of the Year Two Annual Action Plan no later than May 5, 2021.

Should you or any other Councilor have questions or comments prior to April 20<sup>th</sup>, I urge you to immediately contact Michael P. Dion, Executive Director/ CFO of the Fall River Community Development Agency. Mr. Dion will also be present at the City Council meeting to respond to any questions.

Sincerely,

Paul E. Coogan  
Mayor

Enclosure



City of Fall River  
Massachusetts  
Office of the Mayor

PAUL E. COOGAN  
Mayor

April 14, 2021

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

Dear Members of the Honorable Council:

I hereby respectfully request confirmation of the following reappointment:

Name: Ann Rockett-Sperling

Address: 147 Read Street  
Fall River, MA 02720

To: Library Trustees

Salary: Non-paid

Expiration Date: April 17, 2023

Sincerely,

Paul E. Coogan  
Mayor

CITY CLERK  
FALL RIVER, MA

2021 APR 14 A 11:01

RECEIVED



**Mayor**

---

**From:** Liane Verville <lverville@sallslnc.org>  
**Sent:** Wednesday, April 14, 2021 9:51 AM  
**To:** Mayor  
**Cc:** Ann Rockett-Sperling  
**Subject:** [EXTERNAL] Library Trustee

Hello Mayor Coogan,

On behalf of Library Board of Trustee member Ann Rockett-Sperling whose term will be expiring April 17, 2021, I respectfully request that she be reappointed to the Library Board of Trustees.

The Library Board of Trustees meet once a month and are a non-paying board.

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



City of Fall River  
Massachusetts  
Office of the Mayor

2

PAUL E. COOGAN  
Mayor

April 7, 2021

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

Dear Council President and Members of the Honorable Council:

On March 23, 2021, the City Council adopted a resolution requesting the Administration present to the City Council Committee on Finance a presentation that outlines a suggested plan for the anticipated approximately 70 million dollars in funding from the federal government's American Rescue Plan. At this time, the Administration is awaiting guidance from the United States Department of the Treasury that is charged with the implementation of this funding before a list of priorities can be drafted.

As soon as the City of Fall River is made aware of the guidelines for spending we will begin crafting a proposal for the utilization of this funding. Thank you.

Best Regards,

Paul E. Coogan  
Mayor

PC/amos

Cc: Mary Sahady

CITY CLERK  
FALL RIVER, MA

2021 APR -7 P 2:22

RECEIVED

City of Fall River, In City Council

(Council President Ponte)

WHEREAS, the City of Fall River is anticipated to receive over 70 million dollars from the 1.9 Trillion Dollar Stimulus Plan, and

WHEREAS, this is considered one-time money and there will likely be restrictions on how the money can be allocated, now therefore

BE IT RESOLVED, that the Administration present to the City Council Committee on Finance a presentation that outlines a suggested plan, and

BE IT FURTHER RESOLVED, that the Administration's plan include a list of priorities from the highest to the lowest priority.

In City Council, March 23, 2021  
Adopted.

A true copy. Attest:

*Alison M. Bouchard*

City Clerk



*The Leader in Public Sector Law*

101 Arch Street, Boston, MA 02110  
Tel: 617.556.0007 | Fax: 617.654.1735  
[www.k-plaw.com](http://www.k-plaw.com)

April 12, 2021

Lauren F. Goldberg  
[lgoldberg@k-plaw.com](mailto:lgoldberg@k-plaw.com)

BY ELECTRONIC MAIL ONLY (City\_Council@fallriverma.org)

Hon. Cliff Ponte and  
Members of the City Council  
Fall River Government Center  
1 Government Center  
Fall River, MA 02722

Re: Terms of Engagement – Legal Services

Dear Members of the City Council:

As President of KP Law, P.C., thank you for appointing the firm to assist the Fall River City Council ("Council") with legal matters as they are assigned to the Firm. This document sets forth our understanding of the work to be handled by the Firm, and our fees and expenses.

The firm's attorneys provide a wide spectrum of legal services to the most expansive municipal client base in the Commonwealth. We provide city solicitor and town counsel services to approximately one-third of the municipalities throughout the state, and serve as labor or special counsel, including assisting with multiple property purchases and related matters. We are confident that our relevant experience representing cities and towns with such real estate transactions makes us uniquely qualified to assist the Council. Information about all the firm's attorneys and their areas of expertise can be reviewed on our website at <http://www.k-plaw.com/attorneys/>.

As previously indicated, in our proposal we indicated that the legal services sought by the City Council would be provided at a single, blended hourly rate of \$275.00 per hour. We have also committed to attending City Council and Standing Committee meetings, as requested, whether in person or by remote participation. While various attorneys at the firm may be involved in undertaking the legal work needed, I will act as the Council's primary contact, with Attorneys Mark R. Reich and Matthew V. Sirigu as the Council's back-up contacts. Our resumes, and the resumes of other attorneys at the firm can be reviewed at [www.k-plaw.com/attorneys](http://www.k-plaw.com/attorneys).

We will act on the Council's behalf at all times to the best of our ability. Any expressions on our part concerning these matters are expressions of our best professional judgment, but are not guarantees. Such opinions are necessarily limited by our knowledge of the relevant facts and are based on the state of the law at the time they are expressed. We will, of course, endeavor to undertake the Council's work in an efficient and appropriately expedited manner and forward copies of significant papers prepared by or received by the firm, including correspondence, notices and filings as required.

Hon. Cliff Ponte and  
Members of the City Council  
April 8, 2021  
Page 2

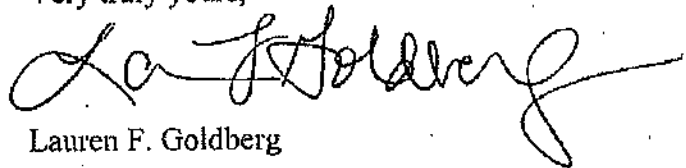
We bill in increments of one-tenth of an hour. We do not charge for work completed by clerical staff, or other non-attorney staff, other than paralegals, whose time is billed at one-half the applicable attorney rate, i.e. \$137.50/hour. We bill our time and disbursements on a monthly basis and bills are due and payable within thirty (30) days. Payments made by the Council in connection with the services provided hereunder will be applied against actual legal services performed, disbursements made, and other costs and expenses incurred. Of course, we are required by the Rules of Professional Conduct to notify the Council in writing of any proposed changes to either the basis or rate of the fees and expenses charged.

We will bill for out-of-pocket disbursements incurred on behalf of the Council at cost, including, but not limited to: filing fees; travel expenses; courier charges; charges for photocopies; long distance charges; and other incidental expenses. For work undertaken outside the office we also charge for mileage on a portal-to-portal basis at the rate set by the Internal Revenue Code. To facilitate our ability to appear before the Council or its Standing Committees, travel time to and from Fall River City Hall for Council and Standing Committee meetings will be capped at one hour, or shorter time actually travelled. We will notify you in advance before incurring individual costs exceeding \$500.00 in value.

While the Council may terminate our services at any time, such action does not, as you know, relieve the Council from the obligation to pay any bills to the firm outstanding at the time of termination. In the event that a dispute arises between the parties to this agreement, then Massachusetts law and Massachusetts venue shall control.

Again, thank you for your confidence in the firm. Please review this document and let me know if there are any further questions that need to be addressed. Should the within terms be acceptable and meet with your approval, please sign and return one copy for our files

Very truly yours,



Lauren F. Goldberg

Hon. Cliff Ponte and  
Members of the City Council  
April 8, 2021  
Page 3

Terms of Engagement – Legal Services

The undersigned has received the within April 8, 2021 correspondence captioned, "Terms of Engagement - Legal Services," and, on behalf of the Fall River City Council, agrees to the terms of representation as set forth therein.

Fall River City Council  
By and through its Duly Authorized Agent

---

Cliff Ponte, Council President

Dated: April \_\_, 2021



**City of Fall River**  
**Massachusetts**  
**City Council**

**CLIFF PONTE**  
*President*  
*City Council*

5  
RECEIVED

2021 APR 14 P 3:55

CITY CLERK  
FALL RIVER, MA

April 14, 2021

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

Dear Mayor Coogan,

At the budget briefing that was held today, Police Chief Cardoza indicated that the cost to reinstate ShotSpotter and other security cameras throughout the City would be approximately \$150,000.00 to \$175,000.00. These tools greatly assist the Police Department with ensuring safety and security to our neighborhoods.

I am hereby requesting that your Administration speak with other city departments, such as Fall River Public Schools and the Fall River Housing Authority to assist with these costs. I believe that reacquiring ShotSpotter and other security cameras would be another significant resource for the Police Department to keep the residents of our City safe. Feel free to contact me with any questions or concerns.

Respectfully submitted,

Cliff Ponte  
City Council President

/ct



COMMONWEALTH OF MASSACHUSETTS  
**Fall River Contributory Retirement Board**  
21 Father DeValles Boulevard • Suite GR1 • Unit 14 • Fall River, MA 02723  
Tel. (508) 646-9120 • Fax (508) 646-9123

RECEIVED

2021 APR 12 P 4: 22

CITY CLERK \_\_\_\_\_  
FALL RIVER, MA

TO: Alison Bouchard, City Clerk  
FROM: Fall River Contributory Retirement Board  
DATE: April 12, 2021

\*\*\*\*\*  
**NOTICE**

In accordance with the provisions of Massachusetts General Laws Chapter 32, section 103 (i) the Fall River Contributory Retirement Board will be holding a public meeting for the purpose of determining whether to grant up to a 3% cost of living adjustment, to be effective July 1, 2021, to eligible retirees of the Fall River Contributory Retirement System.

Meeting day/date: Wednesday, May 19, 2021  
Meeting location: 21 Father DeValles Blvd., Ste. GR1  
Fall River, MA 02723  
Meeting time: 8:30 AM



# City of Fall River, In City Council

7

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

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

## Section 1.

By Inserting in Section 70-376, which section relates to two-hour parking the following:

Name of Street	Side	Location	Hours/Days
Pleasant Street	South	Starting at a point 37 feet west of Quequechan Street for a distance of 40 feet westerly	8:00 a.m. to 6:00 p.m. Monday through Saturday

## Section 2.

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

Name of Street	Side	Location
Abbott Place	West	Starting at a point 131 feet south of Osborn Street, for a distance of 20 feet southerly
Barnes Street	North	Starting at a point 304 feet west of County Street, for a distance of 20 feet westerly
Bowen Street	East	Starting at a point 510 feet south of Globe Street, for a distance of 20 feet southerly
Chace Street	North	Starting at a point 586 feet east of Bay Street, for a distance of 20 feet easterly
Franklin Street	North	Starting at a point 38 feet west of North Seventh Street, for a distance of 20 feet westerly
Pine Street	North	Starting at a point 195 feet east of Winter Street, for a distance of 20 feet easterly
Robeson Street	West	Starting at a point 96 feet north of Walnut Street, for a distance of 20 feet northerly
Vale Street	West	Starting at a point 65 feet north of Aetna Street, for a distance of 20 feet northerly
Whipple Street	East	Starting at a point 139 feet south of Berkley Street, for a distance of 20 feet southerly

CITY OF FALL RIVER  
IN CITY COUNCIL

MAR 23 2021

*Passed through first reading*

# City of Fall River, *In City Council*

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

That Chapter 42 of the Code of the City of Fall River, Massachusetts, 2018, which chapter relates to Housing be amended as follows:

By inserting a new Article IV Abutters Lots Program, which article relates to Abutters Lots Program as follows:

## Division 1. Disposal of Tax Possessions

### Section 42-141. Definitions

The following terms, when used in this section, shall have the meanings ascribed to them in this subsection:

*Abutters Lots Program* means the program developed to provide an abutting landowner with the first opportunity to acquire an abutting Tax Possession or Non-Buildable Municipal Property, which is vacant land and contains less area than the minimum required to be considered a buildable lot in the City of Fall River. Regulations for the Abutters Lot Program shall be promulgated and periodically published by the Custodian of Tax Possessions.

*Decree of Foreclosure* means a decree issued by the Land Court Department of the Trial Court of Massachusetts, which forever bars all rights of redemption pursuant to Massachusetts General Laws Chapter 60, Section 69.

*Deed in Lieu of Foreclosure* means a deed accepted by the city pursuant to the provisions of Massachusetts General Laws Chapter 60, Section 77C.

*Eligible for Abutter Lots Program* means a parcel for which a Decree of Foreclosure has been issued by the Land Court Department of the Trial Court of Massachusetts, or for which the city has accepted a Deed in Lieu of Foreclosure, which parcel contains less than the minimum square footage required to be considered a buildable lot in the City of Fall River, is located adjacent to a privately owned building on at least one side, is not needed for public open space or other public use, and is not part of a larger vacant parcel which will be developed. Abutters Lots

may be used only for a garden, side yard, landscaped open space, off-street parking, garage, or an addition to abutter's existing structure.

*Tax Possession* means a property for which the City has obtained a Decree of Foreclosure from the Land Court Department of the Trial Court of Massachusetts, or for which the city has accepted a Deed in Lieu of Foreclosure.

#### Section 42-142. Disposition of Tax Possessions

The Custodian of Tax Possessions may dispose of a Tax Possession:

- A. Pursuant to the method set forth in General Laws of Massachusetts Chapter 60, Section 77B; or
- B. If said tax possession is eligible for the Abutter Lots Program, then through the process set forth in Section 42-144 hereof; or
- C. If said tax possession is to be maintained by the City for municipal purposes, by transferring it to the City acting through the City Council and Mayor; or
- D. If said tax possession is to be maintained by an enterprise fund for said enterprise fund's purposes, by conveying it to said enterprise fund; or
- E. Pursuant to Request for Proposals Issued pursuant to General Laws of Massachusetts Chapter 30B.

#### Section 42-143. Requirements

Prior to disposing of any Tax Possession, the Custodian of Tax Possessions shall, within fifteen (15) calendar days from the date the Treasurer receives the Decree of Foreclosure, send a memorandum notifying the Mayor, City Council, all City Departments, and all City Enterprise Funds that the City has foreclosed on the parcel of property. The memorandum shall specify the approximate square footage and location of the property, and shall further state that the parcel shall be disposed of, as provided in Section 42-142 unless the Custodian of Tax Possessions receives written notification, within thirty (30) days from the date the Custodian's communication appears on the City Council agenda, that the Mayor, City Council, City Department or City Enterprise Fund has identified a municipal need or other appropriate public purpose. Control of all parcels for which municipal

8

needs or other appropriate purposes identified, and which are to be maintained in the possession of the City as municipal property, shall be transferred to the City's Real Estate Committee. Control of all parcels requested by an enterprise fund to be used by the said enterprise fund shall be conveyed to said enterprise fund.

#### Section 42-144. Disposition

After satisfying the requirements as set forth in Section 42-143 above, the Custodian of Tax Possessions may dispose Tax Possessions eligible for the Abutters Lots Program (hereinafter the "Abutters Lots Program Tax Possession") in the following manner:

- A. After the thirty day (30) period as set forth in Section 42-143 has expired, the Custodian of Tax Possessions shall send a notice to the owner of record immediately prior to the acquisition by the City of the title to such property. Such notice shall contain a description of the property to be sold sufficient to identify it, shall state that the property has been placed in the Abutters Lots Program, and shall state the date, time and place appointed for the sale thereof and the terms and conditions of such sale;
- B. Such notice shall be sent by certified mail, return receipt requested, to the address of such owner, as appearing upon the records of the Assessors of the City at the time of receipt of the Decree of Foreclosure, at least fourteen (14) days before the sale.
- C. The Custodian of Tax Possessions shall also, not less than fourteen (14) days before such sale date, post a similar notice in two (2) or more convenient and public places in the City.
- D. The Custodian of Tax Possessions shall request a list of all abutters to the Abutters Lots Tax Possession, to be offered for sale, from the Assessors Office (hereinafter the "Abutters List").
- E. The Custodian of Tax Possessions shall send a notification (by mail or electronic mail) to all parties appearing on the Abutters List attaching a copy of the Request For Proposals regarding said Abutters Lots Tax Possession.
- F. The Custodian of Tax Possessions may reject any and all bids at such sale or any adjournment thereof if, in her opinion, no bid qualifies under the request for proposal. After any such sale and

upon payment by the purchaser to the City of the amount of a bid accepted by the Custodian of Tax Possessions, the Custodian of Tax Possessions and the Treasurer, on behalf of the City, shall execute and deliver any instrument necessary to transfer the title of the City to any such property sold under this section. The deed shall contain a covenant, running with the land, limiting future use of the property to those uses permitted under the abutter lots program. The Treasurer shall not execute any deeds for tax title property until the purchaser submits to the treasurer a statement signed under the pains and penalties of perjury that neither purchaser nor any other person who would gain equity in the property as a result of such conveyance has ever been convicted of a crime involving the willful and malicious setting of a fire or of a crime involving the aiding, counseling or procuring of a willful and malicious setting of a fire, or of a crime involving the fraudulent filing of a claim of fire insurance; or is delinquent in the payment of real estate taxes to the city, or, if delinquent, that a pending application for abatement of such tax, or a pending petition before the appellate tax board or the county commissioners has been filed in good faith. If there is more than one grantee of such deed, each grantee must file such statement, and no such deed shall be valid unless it contains a recitation that the treasurer has received such statement. Said deed shall further contain a covenant, running with the land, requiring the purchaser to complete the cleanup and reuse of the property proposed in their abutter's lot program application to the satisfaction of the Custodian of Tax Possessions within one year of the date of transfer. Said one year time period may be extended for an additional six (6) months provided the purchaser has applied for any and all permits necessary to complete their proposed work. The City shall have the option in the deed, pursuant to the preceding covenants, to take the property back or to bring an action in equity to enforce the terms of the covenants. The deed shall provide that the property will automatically revert to the City if the purchaser fails to complete the cleanup or reuse proposed in his or her Abutters Lot Program application within eighteen (18) months of the deed transfer.

- G. All parcels included in the Abutter Lots Program shall be offered for sale to qualified abutters, in accordance with the regulations governing the Abutter Lots Program.
- H. Notwithstanding the allowed uses set forth in the definition of eligibility for the Abutters Lots program contained in Section 42-

141, a lot acquired through the Abutters Lots Program may be combined with an adjacent lot also acquired through the Abutter Lots Program to form a "combined lot." Such combined lot shall not be subject to the restrictions set forth in the restrictive covenant and may then be developed in accordance with the relevant provisions of the City Code of Ordinances, provided that the combined lot satisfies then existing zoning, subdivision and building requirements without relief from the City Code sections regarding front yard, side yard, rear yard, floor-to-area ratios, lot size, density, or frontage. No other property may be considered as part of the combined lot in determining whether such combined lot satisfies the relevant sections of the City Code.

#### Section 42-145. Payment

Upon payment by the purchaser to the City of the consideration for the sale of any Tax Possession, the Custodian of Tax Possessions and the Treasurer, on behalf of the city, shall execute and deliver any instrument necessary to transfer the title of the city to any such property sold under Section 42-144 of the City Code. The Treasurer shall not execute any deeds for a Tax Possession until the purchaser submits to the Treasurer a statement signed under the pains and penalties of perjury that purchaser nor any other person who would gain equity in the property as a result of such conveyance has ever been convicted of a crime involving the willful and malicious setting of a fire or of a crime involving the aiding, counseling or procuring of a willful and malicious setting of a fire, or of a crime involving the fraudulent filing of a claim of fire insurance; or is delinquent in the payment of real estate taxes to the City, or, if delinquent, that a pending application for abatement of such tax, or a pending petition before the Appellate Tax Board or the Bristol County Commission has been filed in good faith. If there is more than one grantee of such deed, each grantee must file such statement, and no such deed shall be valid unless it contains a recitation that the Treasurer has received such statement.

#### Section 42-146. Auctions

In the case of parcels to be offered for sale at a Tax Possession Auction, parcels for which a Decree of Foreclosure or Deed in Lieu has been received by the Treasurer between January 1 and June 30, and all parcels remaining from the prior Abutters Lots Program sale, shall be auctioned in the following October. All parcels for which a Decree of Foreclosure or Deed in Lieu has been received by the Treasurer

between July 1 and December 31, and all parcels remaining from the prior Abutters Lots Program sale shall be auctioned in the following April. Properties remaining after an auction would be re-advertised for successive auctions or offered under Section 42-144 until sold.

#### Section 42-147. Payment in Lieu of Taxes

A payment in lieu of taxes pursuant to General Laws of Massachusetts Chapter 44 Section 63A shall be collected by the Treasurer upon the execution of any deed of a Tax Possession to a private party.

#### Division 2. Disposal of Non-Buildable Municipal Property

##### Section 42-148. Definitions

*Eligible for Abutter Lots Program* means a parcel which is Non-Buildable Municipal Property and contains less than the minimum square footage required to be considered a buildable lot in the City of Fall River, is located adjacent to a privately owned building on at least one side, is not needed for public open space or other public use, and is not part of a larger vacant parcel which will be developed. Abutters Lots may be used only for a garden, side yard, landscaped open space, off-street parking, garage, or an addition to abutter's existing structure.

*Non-Buildable Municipal Property* means vacant land owned by the City of Fall River as municipal property which contains less area than the minimum required to be considered a buildable lot in the City of Fall River, and abuts a developed residential or commercial parcel of land.

##### Section 42-149. Disposition of Non-Buildable Municipal Property

- A. The City Council, pursuant to a recommendation of the Committee on Real Estate, may vote to dispose Non-Buildable Municipal Property through the process set forth in this Section 42-149.
- B. At least fourteen (14) days prior to the proposed sale of property, the Chief Procurement Officer shall post a notice of the proposed sale. The notice shall contain a description of the property to be sold sufficient to identify it, shall state that the property has been placed in the Abutters Lots Program, and shall state the date, time and place appointed for the sale thereof and the terms and conditions of such sale, and said notice must be placed in a minimum of two (2) public and convenient locations in the City.

- C. The Chief Procurement Officer shall request a list of all abutters to Non-Buildable Municipal Property which shall be offered for sale hereunder from the Assessors Office (hereinafter the "Abutters List").
- D. The Chief Procurement Officer shall send a notification (by mail or electronic mail) to all parties appearing on the Abutters List attaching a copy of the Request For Proposals regarding said Non-Buildable Municipal Property being offered for sale hereunder.
- E. The Chief Procurement Officer may reject any and all bids at such sale or any adjournment thereof if, in her opinion, no bid qualifies under the request for proposal. After any such sale and upon payment by the purchaser to the City of the amount of a bid accepted by the Chief Procurement Officer, the Mayor, on behalf of the City, shall execute and deliver any instrument necessary to transfer the title of the City to any such property sold under this section. The deed shall contain a covenant, running with the land, limiting future use of the property to those uses permitted under the abutter lots program shall not execute any deeds for tax title property until the purchaser submits to the Corporation Counsel a statement signed under the pains and penalties of perjury that neither purchaser nor any other person who would gain equity in the property as a result of such conveyance has ever been convicted of a crime involving the willful and malicious setting of a fire or of a crime involving the aiding, counseling or procuring of a willful and malicious setting of a fire, or of a crime involving the fraudulent filing of a claim of fire insurance; or is delinquent in the payment of real estate taxes to the city, or, if delinquent, that a pending application for abatement of such tax, or a pending petition before the appellate tax board or the county commissioners has been filed in good faith. If there is more than one grantee of such deed, each grantee must file such statement, and no such deed shall be valid unless it contains a recitation that the treasurer has received such statement. Said deed shall further contain a covenant, running with the land, requiring the purchaser to complete the cleanup and reuse of the property proposed in their abutter's lot program application to the satisfaction of the Chief Procurement Officer within one year of the date of transfer. Said one year time period may be extended for an additional six (6) months provided the purchaser has applied for any and all permits necessary to complete their proposed work. The City shall have the option in the deed, pursuant to the preceding covenants, to take the property back or to bring an action in equity to enforce the terms of the covenants. The deed shall provide that the property will automatically revert to the City if



the purchaser fails to complete the cleanup or reuse proposed in his or her Abutters Lot Program application within eighteen (18) months of the deed transfer.

- F. All Non-Buildable Municipal Property included in the Abutter Lots Program shall be offered for sale to qualified abutters, in accordance with the regulations governing the Abutter Lots Program.
- G. Notwithstanding the allowed uses set forth in the definition of eligibility for the Abutters Lots program contained in Section 42-148, a lot acquired through the Abutters Lots Program may be combined with an adjacent lot also acquired through the Abutter Lots Program to form a "combined lot." Such combined lot shall not be subject to the restrictions set forth in the restrictive covenant and may then be developed in accordance with the relevant provisions of the City Code of Ordinances, provided that the combined lot satisfies then existing zoning, subdivision and building requirements without relief from the City Code sections regarding front yard, side yard, rear yard, floor-to-area ratios, lot size, density, or frontage. No other property may be considered as part of the combined lot in determining whether such combined lot satisfies the relevant sections of the City Code.

#### Section 42-150. Disposition of Non-Buildable Municipal Property

An abutter that takes title to a Tax Possession or Non-Buildable Municipal Lot through the Abutters Lots Program may be required to pay all of the City's reasonable attorney's fees incurred in relation to such sale and transfer.

CITY OF FALL RIVER  
IN CITY COUNCIL  
MAR 23 2021  
*Passed through first  
reading, as amended*

# City of Fall River, *In City Council*

9

(Councilor Trott Lee)

WHEREAS, residents have observed yard waste and recycling being collected and disposed of in the same collection vehicle, and

WHEREAS, this can cause cross contamination of both yard waste and recycling, now therefore

BE IT RESOLVED, that the Committee on Health and Environmental Affairs convene with the Director of Community Maintenance and representatives from EZ Disposal Service, Inc. to discuss potential ramifications of this contamination, contractual obligations and potential costs to the City of Fall River associated with this contamination.

Filed: 4-12-21



Farm Family Casualty  
Insurance Company  
An American National Company

RECEIVED

2021 APR 12 P 3:53

15

FARM FAMILY

Service Center | Mail to: P.O. Box 10787, Springfield, MO 65808-0787 Ship to: 1949 E. Sunshine St., Springfield, MO 65899  
FALL RIVER, MA

January 19, 2021

City Of Fall River  
1 Government Ctr  
Room 511  
Fall River, MA 02722-7700

RE: Claim #: 28-V-3Y2129  
Insured: Victor Molina  
Date of Loss: December 26, 2020  
Your Insured: City of Fall River  
Your File No.: Unknown

Dear City Of Fall River:

We are handling our insured's claim for damages.

Our investigation established that due to a poorly maintained roadway, your insured was responsible for the damage to our insured's vehicle. Attached is documentation supporting our subrogation claim in the amount of \$1,438.41.

In order to assist you in evaluating and processing the subrogation claim, we are asserting we may provide nonpublic personal information about our customer. We are sharing this information to effect, administer, or enforce a transaction authorized by the customer. However, you are neither authorized nor permitted to: (1) use the customer information we provide for any purpose other than to evaluate and process the subrogation claim, or (2) disclose or share the customer information we provide for any purpose other than to evaluate and process the subrogation claim.

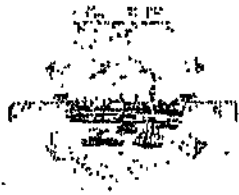
Please make payment to:

Farm Family Casualty Insurance Company a/s/o Victor Molina

Send Payment to:

Attn: Farm Family Insurance, MS 10R  
Farm Family Casualty Insurance Company  
P.O. Box 517  
Glenmont, NY 12077

Thank you for your cooperation.



15

RECEIVED

City of Fall River  
Notice of Claim

2021 APR -5 A 11:08

1. Claimant's name: Jo-Ann Solomon CITY CLERK 21-24  
FALL RIVER, MA
2. Claimant's complete address: 1863 Pleasant st Apt 907  
299
3. Telephone number: Home: 774-671-6716 Work: \_\_\_\_\_
4. Nature of claim: (e.g., auto accident, slip and fall on public way or property damage):  
Fall on public way
5. Date and time of accident: 12-31-2020 1pm Amount of damages claimed: \$ \_\_\_\_\_
6. Exact location of the incident: (Include as much detail as possible):  
side walk near residence
7. Circumstances of the incident: (attach additional pages if necessary):  
Fell onto sidewalk hit my head using walker  
one of the wheels got stuck in a crack and  
went over head a head injury.
8. Have you submitted a claim to any insurance company for damages arising from this incident? If so, name and address of insurance company: ☐ Yes ☒ No

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

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

Date: 3-29-2021

Claimant's signature: Jo-Ann Solomon

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, 2<sup>nd</sup> 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: 4/5/2021





RECEIVED

City of Fall River  
Notice of Claim

2021 APR -7 P 3:28

CITY CLERK 21-26  
FALL RIVER, MA

1. Claimant's name: Tina Fernandes
2. Claimant's complete address: 43 Beckham St. Fall River Ma 02724
3. Telephone number: Home: 508-567-8520 Work: I work nights
4. Nature of claim: (e.g., auto accident, slip and fall on public way or property damage):  
trip and fall
5. Date and time of accident: April 3rd 2021 Amount of damages claimed: \$115,000 nights  
around 7pm
6. Exact location of the incident: (include as much detail as possible):  
37 Beckham Street Fall River Ma up a little from my house.
7. Circumstances of the incident: (attach additional pages if necessary):  
tripped over the cap on sidewalk.  
Side walk is broken. Cap is sticking out  
and exposed fell face first
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: April 5th 2021Claimant's signature: Tina Fernandes

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 ☒ DPWDate: 4-7-2021

15  
RECEIVED

2021 APR 15 A 10:44

City of Fall River  
Notice of ClaimCITY CLERK #21-26  
FALL RIVER, MA

1. Claimant's name: Mindy Arruda
2. Claimant's complete address: 649 Alden St., Apt. 425
3. Telephone number: Home (508) 673-8641 Work: (774) 451-3131
4. Nature of claim: (e.g., auto accident, slip and fall on public way or property damage):  
Damage to tires
5. Date and time of accident: 3/29/21; 6:30 a.m. Amount of damages claimed: \$ 357.95
6. Exact location of the incident: (Include as much detail as possible):  
At the corner/intersection of Bedford St. and Eastern Ave.
7. Circumstances of the incident: (attach additional pages if necessary):  
Driving down Eastern Ave. in right lane; hit pothole with exposed jagged metal pipe at corner intersection near Bedford 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

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

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

Date: 4/15/21

Claimant's signature:

Mindy Arruda

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, 2<sup>nd</sup> 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 AdministratorDPWDate: 4-15-2021



**City of Fall River  
Massachusetts**

**Department of Community Maintenance**

CEMETERIES • MUNICIPAL BUILDINGS • ENGINEERING • SANITATION •  
PARKS • STREETS & HIGHWAYS • TRAFFIC & PARKING • VEHICLES

**Engineering Division**

**PAUL E. COOGAN**  
*Mayor*

**JOHN A. PERRY JR.**  
*Director*

**CHRIS J.  
GALLAGHER, P.E.**  
*City Engineer*

16  
RECEIVED

2021 APR 14 P 1:43

CITY CLERK  
FALL RIVER, MA

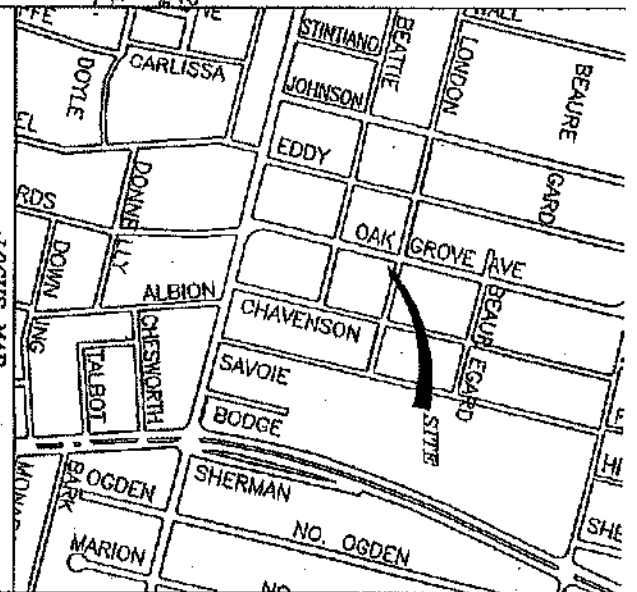
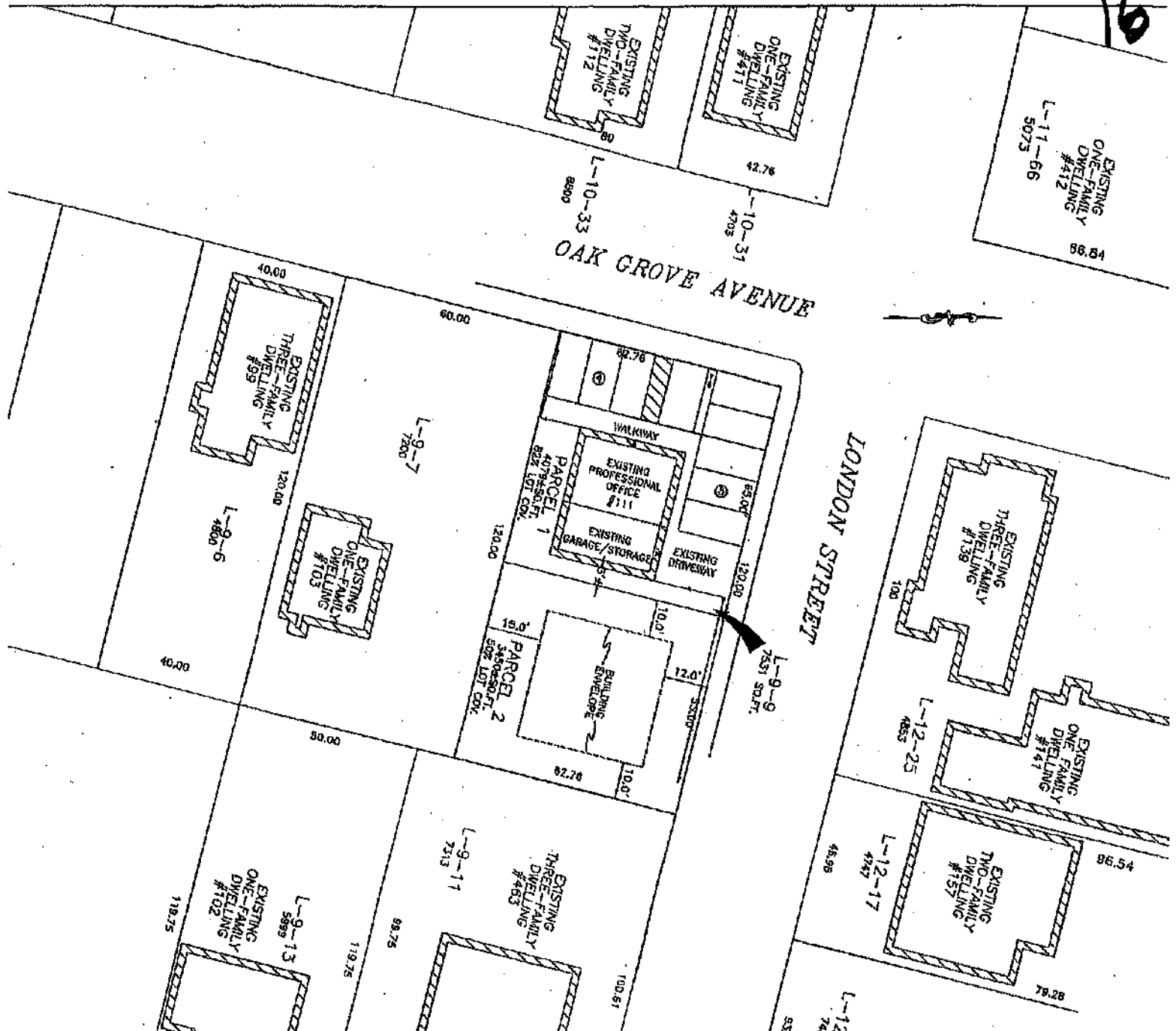
**MEMO**

**To:** Fall River City Council  
**From:** Chris J. Gallagher, P.E., City Engineer  
**Date:** April 14, 2021  
**Subject:** Road Opening London Street  
(A portion of Assessor's Map L-9-9 and #111 Oak Grove Ave)

**Comments:**

The owner of #111 Oak Grove Ave has requested a road opening for a lot on London Street that was subdivided off and formerly a portion of #111 Oak Grove Avenue. Said Lot is 65 feet east of Oak Grove Avenue and has frontage on London Street and is shown as Parcel 2 on a Variance Plan by SITEC Engineering dated June 6, 2020. The request is to install utilities (sewer and water) to said parcel from Oak Grove Avenue to said lot. London Street is a 5 year street and a road opening permit needs City Council approval. London Street was paved in 2018 and will be on the 5 year list until 2023. The City Engineer is in favor of this request under the following conditions:

- 1.) London Street shall be milled and overlaid to a depth of 2" from gutter to gutter from Oak Grove Avenue to the end of the lots frontage on London Street.
- 2.) All utility cross trenches shall be backfilled with flowable fill.



**PROJECT DESCRIPTION**

THE APPLICANT REQUESTS A VARIANCE FROM THE CITY OF FALL RIVER ZONING BYLAW NUMBER 18.000, ARTICLE 18.000, PARAGRAPH 18.000.1, TO CONSTRUCT A NEW THREE-FAMILY DWELLING ON PARCEL 1 WHILE CONSTRUCTING A NEW SINGLE-FAMILY DWELLING ON PARCEL 2.

**PARCEL SUMMARY**

ASSESSORS REF: MAP L-9 LOT 9  
 APPLICANT: MYLES BRILHANTE  
 477 WILSON ROAD  
 FALL RIVER, MA

OWNER: MYLES & GREGORY BRILHANTE  
 521 NORTH MAIN STREET  
 FALL RIVER, MA

DEED BOOK: 10012 PAGE: 135  
 ZONING: O (GENERAL RESIDENCE)  
 MIN. FRONTAGE - 50'  
 MIN. AREA - 5,000 SF  
 BUILDING SETBACKS  
 FRONT - 12'  
 SIDE - 12'  
 REAR - 15'  
 LOT COVERAGE - 25% MAX

**VARIANCE PLAN**  
**MAP L-9 LOT 9**  
**111 OAK GROVE AVENUE**  
 IN  
**FALL RIVER, MA**  
 PREPARED FOR  
**MYLES BRILHANTE**

PREPARED BY  
 SCALE: 1"=40' JUNE 6, 2020  
 PREPARED BY  
**STTEC**  
 STTEC, Inc.  
 18 Riverside Street  
 Fall River, MA 02720  
 (508) 673-0000  
 Land Use Planning



## COMMITTEE ON FINANCE

**MEETING:** Tuesday, March 9, 2021 at 6:00 p.m.  
Council Chamber, One Government Center

**PRESENT:** President Cliff Ponte, presiding;  
Councilors Shawn E. Cadime, Michelle M. Dionne,  
Bradford L. Kilby, Pam Laliberte-Lebeau, Trott Lee,  
Christopher M. Peckham, Leo O. Pelletier and Linda M. Pereira

**ABSENT:** None

**IN ATTENDANCE:** Mary Sahady, Director of Financial Services  
Kenneth C. Pacheco, Chief Operating Officer, Fall River Public Schools

The chair called the meeting to order at 6:01 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, persons are allowed 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. Due to the COVID-19 Essential Services Advisory, citizen input had to be submitted by email by Tuesday, March 9, 2021 at 3:00 p.m. to be read at the meeting.

The City Clerk read communications received from city residents, copies of which are attached hereto and made a part of these minutes.

1. Citizens' Input  
Collin Dias, 560 Ray Street – School Committee  
David Oliveira, 210 Robeson Street – State of the City

2. Five Year Capital Improvement Plan  
*Councilor Shawn E. Cadime stated that this matter was tabled at the previous meeting to allow the Superintendent of Schools to be invited to answer questions. Council President Cliff Ponte stated that the Superintendent of Schools was invited for this meeting, but was unable to attend. Councilor Linda M. Pereira stated that Kenneth C. Pacheco, the Chief Operating Officer for Fall River Public Schools is in attendance to answer questions. Councilor Leo O. Pelletier asked if Kevin Almeida, the Chief Financial Officer for the Fall River Public Schools was invited to this meeting. Council President Cliff Ponte stated that Kevin Almeida was invited, but was unable to attend due to illness. On a motion made by Councilor Shawn E. Cadime and seconded by Councilor Christopher M. Peckham, it was voted 8 yeas, 1 nay to table all items in the Five Year Capital Improvement Plan that pertain to the School Department, with Councilor Linda M. Pereira voting in the negative. The Director of Financial Services provided a brief overview of the Five*

Year Capital Improvement Plan, without the items pertaining to the School Department. She stated that Information Technology (IT) has items listed in the Capital Improvement Plan that are eligible for CARES Act Funding. She also stated that there are items in this plan, such as unmarked police vehicles that will be included in the Fiscal Year 2022 Budget and mentioned that this document is ever changing. Council President Cliff Ponte asked the Director of Financial Services, if the Administration has any plans for the estimated \$70 million dollars that the City may receive from the stimulus package and possibly \$35 to \$40 million dollars that the Fall River Public Schools may receive. The Director of Financial Services stated that the bills in the House of Representatives and the Senate are different and changing daily. Councilor Trott Lee asked the Director of Financial Services whether the funding could be used for ineligible expenses. The Director of Financial Services stated that if the City spent any CARES Act Funding or Stimulus Funds on any ineligible expenses, the City would need to pay back those funds to the proper agency. She then stated that use of the CARES Act Funds has been extended until December 31, 2021. Councilor Michelle M. Dionne asked if the excavator is rented annually. The Director of Financial Services stated that the rental fee for the excavator is \$48,000.00 annually. Councilor Michelle M. Dionne then asked for the life expectancy of an excavator. The Director of Financial Services stated approximately 15 years. Councilor Pam Laliberte-Lebeau asked what would be stored in the proposed building to be constructed at Oak Grove Cemetery. The Director of Financial Services stated that new equipment that was purchased for the cemetery will be stored there. Councilor Linda M. Pereira stated that cemetery plots cannot be purchased unless an individual has passed away, as Oak Grove Cemetery needs to be expanded. Councilor Shawn E. Cadime stated that this would be the time to have a feasibility study regarding the Lewiston Street facility, to determine what a full expansion of this facility would cost and then construct a building that would have a life of 50 to 100 years with proper maintenance. The Director of Financial Services stated that a feasibility study is in process regarding the Lewiston Street facility. Councilor Pam Laliberte-Lebeau asked why the cost of the Emergency Medical Services (EMS) building has increased from \$2.1 million dollars to \$2.7 million dollars. She also asked why an additional building is needed for EMS, when the Fire Department and EMS will be combined in the future. The Director of Financial Services stated that the combining of those departments will take time and these questions should be forwarded to the Director of EMS and the Fire Chief, as they would have much more information. Councilor Michelle M. Dionne stated that when a transfer station was first considered, the Lewiston Street site was acceptable. She then stated that this was many years ago, so many things have changed and this matter will need to be revisited. Councilor Linda M. Pereira stated that the solid waste task force has been meeting and she is sure that information will be forthcoming from the task force. Councilor Shawn E. Cadime stated that he does not see any repairs to fire stations in the Five Year Capital Improvement Plan. The Director of Financial Services stated that the Director of Facilities Maintenance has been including building renovations in the budget for his department. She then stated that she will request this information from the Director of Facilities Maintenance. Councilor Shawn E. Cadime then stated that he would like any building improvements to the police station, government center and the library to be included in this request. On a motion made by Councilor Trott Lee and seconded by Councilor Christopher M. Peckham, it was unanimously voted to refer the Five Year Capital Improvement Plan, without the items that pertain to the School Department, to the full council for action.

### 3. Transfers and appropriations

The Director of Financial Services stated that the end of the year report that was filed at the Massachusetts Department of Elementary and Secondary Education (DESE) in October of 2020 by the Chief Financial Officer for Fall River Public Schools, indicated that net school spending was short approximately \$1.2 million dollars. She then stated that DESE then reviewed all information and determined that an additional \$456,151 was due from the State and County

Assessments to the School Appropriation, mainly from enrollment fluctuations in the Charter Schools. She also stated that the \$1,282,529 was due to the overestimate that the City and the Fall River Public Schools had with regard to health insurance, particularly as it relates to the COVID-19 pandemic so health insurance was significantly less in expenditures and claims paid than what was originally anticipated. She then mentioned that this transfer will move these funds from the Employer Trust Fund to the School Appropriation, therefore this transfer will bring the City to 100% of net school spending for fiscal year 2020. Council President Cliff Ponte asked the Director of Financial Services if there will be more transfers for the School Department for Fiscal Year 2020. The Director of Financial Services stated that she is not aware of any forthcoming transfers for the School Department with the exception of health insurance. Councilor Shawn E. Cadlme asked if the School Department will have sufficient time to spend these funds. Kenneth C. Pacheco stated that there are several shovel ready projects that could be funded with the approval of the School Committee.

Citizens' Input Time – After Discussion of Financial Matters:

None

On a motion made by Councilor Bradford L. Kilby and seconded by Councilor Michelle M. Dionne, it was unanimously voted to adjourn at 7:15 p.m.

List of documents and other exhibits used during the meeting:

Citizens' Input Communications

Agenda packet (attached)

DVD of meeting

  
Clerk of Committees

**MARCH 9, 2021**

**COMMUNICATIONS**

**SUBMITTED**

**FOR**

**CITIZENS' INPUT**

City Council

RECEIVED

18

2021 MAR -9 A 9:26

From: acwdave <acwdave@aol.com>  
Sent: Monday, March 8, 2021 7:00 PM  
To: City Council  
Subject: [EXTERNAL] state of the city/school committee

CITY CLERK  
FALL RIVER, MA

President Ponte, Vice President Laliberte an members of the city councilors.

I have to say this has been a city that hasnt been taken serious by the mayor an city administration. An yet the excuse is covid. Well news flash business needs to still be taken care of not put a blame on covid. An i heard John Perry was suspended due to issue with Jason Burns. Did Jason get suspended to? But yet this mayor keeps saying open transparency. School committee i am sick an tired of my citizens imput not being read. If the superintendent or members of the school committee cant take the complaints then resign. Superintendent needs to resign. An lets get the black clouds from over our school system. Lastly i am asking not to support the baseball field or any extra moneys till this superintendent is gone. since he cost us \$25,000 of his incompetence. Thank you David Oliveira..

Sent from my Sprint Samsung Galaxy S10.

RECEIVED

18

City Council

2021 MAR -9 A 9:26

**From:** acwdave <acwdave@aol.com>  
**Sent:** Monday, March 8, 2021 8:18 PM  
**To:** City Council  
**Subject:** [EXTERNAL] FW: state of the city/school committee

CITY CLERK \_\_\_\_\_  
FALL RIVER, MA

Sent from my Sprint Samsung Galaxy S10.

----- Original message -----

**From:** acwdave <acwdave@aol.com>  
**Date:** 3/8/21 6:59 PM (GMT-05:00)  
**To:** City Council <City\_Council@fallriverma.org>  
**Subject:** state of the city/school committee

President Ponte, Vice President Laliberte an members of the city councilors.

I have to say this has been a city that hasnt been taken serious by the mayor an city administration. An yet the excuse is covid. Well news flash business needs to still be taken care of not put a blame on covid. An i heard John Perry was suspended due to issue with Jason Burns. Did Jason get suspended to? But yet this mayor keeps saying open transparency. School committee i am sick an tired of my citizens input not being read. If the superintendent or members of the school committee cant take the complaints then resign. Superintendent needs to resign. An lets get the black clouds from over our school system. Lastly i am asking not to support the baseball field or any extra moneys till this superintendent is gone. since he cost us \$25,000 of his incompetence. Thank you David Oliveira..

Sent from my Sprint Samsung Galaxy S10.

18  
City Council

From: Collin Dias <collind00@aol.com>  
Sent: Tuesday, March 9, 2021 12:05 PM  
To: City Council  
Subject: [EXTERNAL] Citizens Input

RECEIVED

2021 MAR -9 P 12:19

CITY CLERK  
FALL RIVER, MA

3/9/21 Fall River City Council Committee on Finance Citizens Input

Collin Dias, 560 Ray Street, Fall River, Massachusetts, 02720

Good afternoon Council President and members of the City Council,

I believe the state of our school department, is in need of a remodel on multiple fronts. Watching yesterday's meeting, from my phone because no one was allowed in the meeting room despite it saying on the meeting agenda it was open to the public, has shown me the state of our school department is fractured.

First of all, the chair of the evaluation subcommittee, Mimi Iarrivee, admitted to violating the Open Meeting law, by meeting with Mr. Hetzler behind closed doors to work on this evaluation process, why didn't they want to work on crafting the evaluation in an open session public meeting?

Secondly, to hear School Committee Chairman Mark Costa, minimize the impact of Superintendent Malones bullying and mistreatment of staff, shook me to my core. He claimed and I quote "I don't believe the superintendents conduct should necessarily cast such a dark shadow" ... and he goes on into the superintendents alleged accomplishments. That is so nauseating and revolting. That we as a school committee believe that staff misconduct is a lower priority to other school related matters. Mark Costa should resign for that comment alone. That is just proof to me that he does not have the thoughts and feelings of the staff of the school department as a priority.

The Vice Chairman should have also recused himself from this affair, as the herald news reported that just a day before the committee voted on Malones conduct, that Mr. Costa had a family member receive a position in the school department.

And then we go into the superintendents conduct just at the meeting itself. He threatened all the school committee members with legal action. This superintendent is out of control. He uses the FRPS Twitter page for personal business, and acting without being professional, promoting businesses in Dorchester, blocking other Twitter accounts.

I also want to Thank Mayor Paul Coogan for his public rebuke of the superintendent and I couldn't agree more with his comments.

The Committee of 4 is holding our city hostage. This superintendent is a liability to the city. His treatment of others is shameful. The committee of 4 should not place personal agendas and self interests before the common good and place Fall River First. We need a breath of fresh air on the school committee. We need to restore accountability and public trust in the school department. We need to restore integrity. We need to have anti bullying policies for staff, and we need to assure that standard operating procedures for all investigations are followed to a T. No wiggle room. I am calling for an investigation into why standard operating procedures were not followed during the course of this investigation, along if there was any influencers during this investigation.

And I told the committee of 4 this yesterday, and I will remind them today. There is an election coming up, and this election for school committee shall be a referendum on the superintendent. The committee of 4 should be reminded that:

Elections.

Have.

Consequences.

Thank you very much.

Respectfully submitted,

Collin Dias

Sent from my iPhone



## REGULAR MEETING OF THE CITY COUNCIL

**MEETING:** Tuesday, March 9, 2021 at 7:00 p.m.  
Council Chamber, One Government Center

**PRESENT:** President Cliff Ponte, presiding;  
Councilors Shawn E. Cadime, Michelle M. Dionne,  
Bradford L. Kilby, Pam Laliberte-Lebeau, Trott Lee, Christopher M. Peckham,  
Leo O. Pelletier and Linda M. Pereira

**ABSENT:** None

**IN ATTENDANCE:** Kenneth C. Pacheco, Chief Operating Officer, Fall River Public Schools  
Kevin Aguiar, School Committee Member

President Cliff Ponte called the meeting to order at 7:15 p.m. with a moment of silence followed by a salute to the flag and announced that the meeting may be recorded with audio or video and transmitted through any medium.

### PRIORITY MATTERS

1. Mayor and loan order in the amount of \$4,911,047 for Phase II repairs to the Samuel Watson Elementary School  
*On a motion made by Councilor Bradford L. Kilby and seconded by Councilor Christopher M. Peckham, it was unanimously voted to lift the matter from the table. On a further motion made by Councilor Bradford L. Kilby and seconded by Councilor Trott Lee, it was unanimously voted that the loan order be authorized to be published and referred to the Committee on Finance.*
  
2. Mayor and loan order in the amount of \$1,800,000 for constructing a synthetic turf varsity baseball field at B.M.C. Durfee High School  
*On a motion made by Councilor Michelle M. Dionne and seconded by Councilor Christopher M. Peckham, it was unanimously voted to lift the matter from the table. Councilor Michelle M. Dionne stated that she is concerned with the possible health and environmental hazards associated with synthetic turf, which need to be replaced every 8 to 10 years and that there are various injuries that occur when students are playing on synthetic turf that do not occur when playing on natural grass fields. On a motion made by Councilor Shawn E. Cadime and seconded by Councilor Christopher M. Peckham, it was unanimously voted to waive the rules to allow Kenneth C. Pacheco, Chief Operating Officer for Fall River Public Schools and Kevin Aguiar, School Committee Member to answer questions. Councilor Michelle M. Dionne asked Kenneth C. Pacheco if the loan order included the necessary equipment to maintain the synthetic fields. Kenneth C. Pacheco stated that it does not include the maintenance equipment, but the School Department already owns the equipment for the two synthetic fields at the high school. He then stated that synthetic fields can be used after a rain storm, but a natural grass field cannot be used right after a rain storm due to mud. He also stated that there are two synthetic fields at the high school and one at the Kuss Middle School. Kenneth C. Pacheco then mentioned that whether a synthetic or natural grass field is*

installed at the new high school, the height of the field will need to be raised and proper drainage will need to be installed. School Committee Member Kevin Aguiar advocated to add \$1.8 million for the baseball field because high school students have not been able to play baseball due to flooding of the fields. Councilor Michelle M. Dionne stated that there are 30 Major League Baseball Fields in the United States and only five are artificial turf. School Committee Member Kevin Aguiar stated that if Fenway Park was used as often as the high school, then they would install synthetic turf. Council President Cliff Ponte asked if this loan order will include the stands for spectators. Kenneth C. Pacheco stated that this loan order includes funding for everything except lighting. Councilor Leo O. Pelletier asked if there are more fields at the high school that will need to be upgraded and Mr. Pacheco stated that there were. Councilor Leo O. Pelletier stated that at a cost of \$263 million dollars, residents would believe that everything was included. Kenneth C. Pacheco stated that the cost of the new high school started at \$363 million dollars, but that \$100 million dollars were cut. Council President Cliff Ponte stated that the former Mayor decided that the renovation of the pool should be included in the cost of the high school, instead of the baseball fields. Councilor Christopher M. Peckham stated that he met with Kenneth C. Pacheco at the baseball field and the field was flooded and full of mud three to four inches deep. He also stated that the new synthetic turf is better for drainage and the hardness of the field when students may fall. On a further motion made by Councilor Bradford L. Kilby and seconded by Councilor Christopher M. Peckham, it was voted 7 yeas, 2 nays that the loan order be authorized to be published and referred to the Committee on Finance, with Councilors Michelle M. Dionne and Trott Lee voting in the negative.

3. Mayor and order appropriating the following:

- a. \$1,282,529 from the Employer Trust Fund to the School Appropriation
- b. \$ 456,151 from the State and County Assessments to the School Appropriation

A motion made by Councilor Bradford L. Kilby and seconded by Councilor Leo O. Pelletier to adopt the order, was objected to by Councilor Shawn E. Cadime and laid on the table in accordance with the City Charter.

4. Mayor and loan order in the amount of \$2,100,000 for improvements to several City buildings

On a motion made by Councilor Bradford L. Kilby and seconded by Councilor Trott Lee, it was unanimously voted that the loan order be authorized to be published and referred to the Committee on Finance.

5. Mayor and loan order in the amount of \$390,000 for an excavator for the Department of Community Maintenance and a bucket truck with lift for the Police Department

On a motion made by Councilor Bradford L. Kilby and seconded by Councilor Christopher M. Peckham, it was unanimously voted that the loan order be authorized to be published and referred to the Committee on Finance.

6. Mayor and loan order in the amount of \$2,700,000 for constructing a building at Fire Headquarters to house Rescue-7 and the crew

On a motion made by Councilor Linda M. Pereira and seconded by Councilor Pam Laliberte-Lebeau, it was unanimously voted that the loan order be authorized to be published and referred to the Committee on Finance.

7. Mayor requesting the confirmation of the following appointments:

a. Aja Andrea Grice to the Board of Library Trustees

*On a motion made by Councilor Trott Lee and seconded by Councilor Linda M. Pereira, it was unanimously voted to confirm the appointment.*

b. James V. Terrio, Jr. to the Watuppa Water Board

*On a motion made by Councilor Linda M. Pereira and seconded by Councilor Christopher M. Peckham, it was unanimously voted to confirm the appointment.*

c. Danielle J. Pixley to the Community Preservation Committee

*On a motion made by Councilor Michelle M. Dionne and seconded by Councilor Christopher M. Peckham, it was unanimously voted to confirm the appointment.*

d. Thomas J. Faris, Jr. to the Traffic Commission

*On a motion made by Councilor Christopher M. Peckham and seconded by Councilor Michelle M. Dionne, it was unanimously voted to confirm the appointment.*

8. Mayor requesting the confirmation of the following reappointments:

a. Ronald Caplain to the Board of Library Trustees

*On a motion made by Councilor Linda M. Pereira and seconded by Councilor Michelle M. Dionne, it was unanimously voted to confirm the reappointment.*

b. Attorney David Assad to the Board of Appeals

*On a motion made by Councilor Linda M. Pereira and seconded by Councilor Leo O. Pelletier, it was unanimously voted to confirm the reappointment.*

c. Reverend James Hornsby to the Conservation Commission

*On a motion made by Councilor Trott Lee and seconded by Councilor Christopher M. Peckham, it was unanimously voted to confirm the reappointment.*

**PRIORITY COMMUNICATIONS**

9. Traffic Commission recommending amendments to traffic ordinances

*On a motion made by Councilor Bradford L. Kilby and seconded by Councilor Christopher M. Peckham, it was unanimously voted to refer the matter to the Committee on Ordinances and Legislation.*

10. City Planner regarding installation of a plaque in memory of Roy Rogers (request made by Vernon Tripp, Jr.)

*On a motion made by Councilor Trott Lee and seconded by Councilor Christopher M. Peckham, it was unanimously voted to refer the matter to the Planning Board.*

**COMMITTEE REPORTS** – None

**ORDINANCES** – None

**RESOLUTIONS**

11. Committee on Public Safety convene with Director of Traffic and Chief of Police to discuss large commercial vehicles traveling on Wilson Road

*Councilor Christopher M. Peckham stated that he would like the state delegation invited to the meeting when this matter is discussed and Councilor Linda M. Pereira stated that the neighbors should also be invited. On a motion made by Councilor Michelle M. Dionne and seconded by Councilor Christopher M. Peckham, it was unanimously voted to adopt the resolution.*

12. Committee on Finance convene with Administration to discuss financial responsibility of maintaining lights at baseball fields by local non-profit leagues  
*Councilor Christopher M. Peckham stated that he was contacted by one of the non-profit leagues stating that they were paying for electricity to have lighting in the park during a med-flight. Councilor President Cliff Ponte requested that the resolution be sent to the Administration and that Mr. Keith Travers from Maplewood Independent Youth Baseball League be invited to the meeting when this matter is discussed. Councilor Pam Laliberte-Lebeau requested that Nancy Smith, Director of Parks, be invited to the meeting when the matter is discussed. On a motion made by Councilor Christopher M. Peckham and seconded by Councilor Trott Lee, it was unanimously voted to adopt the resolution.*

**CITATIONS – None**

**ORDERS – HEARINGS – None**

**ORDERS – HEARINGS TO BE SCHEDULED**

**Street Acceptance:**

13. Lynwood Street, extending from Mariano S. Bishop Boulevard to a dead end, along with Way Street

*On a motion made by Councilor Bradford L. Kilby and seconded by Councilor Trott Lee, it was unanimously voted to schedule the public hearing.*

**ORDERS – MISCELLANEOUS**

14. Police Chief's report on licenses:

2021 Taxicab Drivers:

Russell Draine      Peter G. Hadad      David Rioux      Jose Sousa

*On a motion made by Councilor Christopher M. Peckham and seconded by Councilor Michelle M. Dionne, it was unanimously voted to adopt the order.*

15. Auto Repair Shop License Renewal:

David Fernandes d/b/a Distinctive Auto located at 26 Burns Street

*On a motion made by Councilor Linda M. Pereira and seconded by Councilor Christopher M. Peckham, it was unanimously voted to adopt the order.*

*Approved, March 10, 2021, Paul E. Coogan, Mayor*

16. Auto Body Shop License Renewals:

David Fernandes d/b/a Distinctive Auto located at 26 Burns Street

Carl Garcia, Carl's Collision Center, Inc. located at 1591 Bay Street

*On a motion made by Councilor Michelle M. Dionne and seconded by Councilor Christopher M. Peckham, it was unanimously voted to adopt the order.*

*Approved, March 10, 2021, Paul E. Coogan, Mayor*

**COMMUNICATIONS – INVITATIONS – PETITIONS**

17. Claims

*On a motion made by Councilor Christopher M. Peckham and seconded by Councilor Michelle M. Dionne, it was unanimously voted to refer the claims to Corporation Counsel.*

City Council Meeting Minutes:

18. Regular Meeting of the City Council – January 19, 2021

*On a motion made by Councilor Christopher M. Peckham and seconded by Councilor Leo O. Pelletier, it was unanimously voted to approve the minutes.*

19. Committee on Finance – January 19, 2021

*On a motion made by Councilor Christopher M. Peckham and seconded by Councilor Leo O. Pelletier, it was unanimously voted to approve the minutes.*

20. Public Hearing – February 23, 2021

*On a motion made by Councilor Christopher M. Peckham and seconded by Councilor Shawn E. Cadime, it was unanimously voted to approve the minutes.*

**BULLETINS – NEWSLETTERS – NOTICES – None**

**ITEMS FILED AFTER THE AGENDA DEADLINE:**  
**CITY COUNCIL MEETING DATE: MARCH 9, 2021**

**OTHER POTENTIAL MATTERS (to be acted upon if recommendations are received)**

**COMMITTEE REPORTS**

Committee on Regulations recommendation:

10a. Auto Repair Shop License Renewal for Robert Luongo d/b/a Bob's Auto Sales at  
 643 Brayton Avenue

*On a motion made by Councilor Bradford L. Kilby and seconded by Councilor Michelle M. Dionne, it was unanimously voted to adopt the order.*

*Approved, March 10, 2021, Paul E. Coogan, Mayor*

Committee on Finance recommendation:

10b. Five Year Capital Improvement Plan

*On a motion made by Councilor Bradford L. Kilby and seconded by Councilor Trott Lee, it was unanimously voted to adopt the City portion of the Five Year Capital Improvement Plan.*

*On a motion made by Councilor Trott Lee and seconded by Councilor Michelle M. Dionne, it was unanimously voted to adjourn at 8:53 p.m.*

List of documents and other exhibits used during the meeting:

Agenda packet (attached)

DVD of meeting

A true copy. Attest:

*Glenn M. Bouchard*

City Clerk

**JOINT MEETING OF THE CITY COUNCIL AND SCHOOL COMMITTEE**

MEETING: Tuesday, March 9, 2021 at 5:30 p.m.  
Council Chamber, One Government Center

PRESENT: President Cliff Ponte, presiding;  
Councilors Shawn E. Cadime, Michelle M. Dionne, Bradford L. Kilby,  
Pam Laliberte-Lebeau, Trott Lee, Christopher M. Peckham, Leo O. Pelletier  
and Linda M. Pereira

ABSENT: None

IN ATTENDANCE: Mayor Paul E. Coogan

President Cliff Ponte called the meeting to order at 5:30 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.

A roll call was taken of the School Committee Members:

PRESENT: Mayor Paul E. Coogan, Kevin Aguiar, Mark Costa, Paul Hart  
and Thomas Khoury

ABSENT: Joshua E. Hetzler and Mimi Larrivee

President Cliff Ponte introduced Mayor Paul E. Coogan and stated that the purpose of the meeting was for the Mayor's State of the City address, a copy of which is attached hereto and made a part of these minutes.

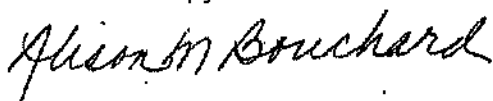
*On a motion made by School Committee Member Paul Hart and seconded by School Committee Member Thomas Khoury, it was voted 5 yeas to adjourn the School Committee Meeting at 5:56 p.m., with School Committee Members Joshua E. Hetzler and Mimi Larrivee absent and not voting.*

*On a motion made by Councilor Bradford L. Kilby and seconded by Councilor Christopher M. Peckham, it was unanimously voted to adjourn the City Council at 5:57 p.m.*

List of documents and other exhibits used during the meeting:

Agenda packet (attached)  
DVD of meeting  
Mayor's State of the City Address

A true copy. Attest:



City Clerk

MAYOR PAUL E COOGAN  
CITY OF FALL RIVER STATE OF THE CITY ADDRESS  
MARCH 9TH, 5:30PM

Good evening. Honorable members of the council, school committee and citizens of Fall River, it is an honor to be with you as I deliver the 2021 State of the City address.

As is typical of my administration so far, this is still an unusual Address. First, because I am speaking to a limited group of people and I am only able to share this ceremonial event with our residents virtually. Secondly, this is an unusual address because I delivered a speech very similar to this only four months ago.

That is because, less than a week before my first State of the City address last March, we had to reschedule. It is quite symbolic of my term as Mayor. Much like that speech, many of my plans were quickly rescheduled and reprioritized.

I spent a lot of my address in November discussing Covid-19- what we did to curb the virus and support our hospitals, nursing homes and businesses in the early days. I would like to repeat what I said then- I am incredibly proud of the way that Fall River has come together in the face of the pandemic. Our rich history as a mill city proved to be an asset to us. Our local manufacturers showed impressive adaptability as they became some of the largest domestic producers of PPE, and they made sure to give back to our City.

Our service providers stepped up in a big way, shifting gears to make sure families were fed and our children were taken care of.

Fall River has not one but two hospitals and no shortage of medical offices. I cannot give enough credit to the doctors, nurses and medical staff who pushed on through this pandemic. Not to mention our teachers, essential workers and public safety team who kept our world turning despite all of the uncertainty and the changes that came their way. I would like to pause and take a moment to really and truly thank them.

While last year we were focused on masks, shut downs, and social distancing, we have quickly changed our focus to vaccines. Vaccines have always been our way out of this. When December came around and vaccines were finally ready to be rolled out, our administration and state delegation kicked into high gear. At the request of the State, our very own Health Department launched a clinic at Bristol Community College with the help of our Fire Department and EMS. It was a fantastic collaborative effort,

starting with a small first responders clinic that grew into a well oiled machine that could vaccinate hundreds of people daily.

When Southcoast Health rose to the challenge and chose to open a vaccine site, they narrowed in on the function hall at the Liberal Club. What is normally a staple for weddings and fundraisers is now an impressive vaccination site in the South End.

We also supported another partnership between the Fall River Housing Authority, HealthFirst and our EMS to bring mobile vaccine sites to Housing Authority Senior living complexes. This way, we were able to eliminate some transportation issues that may have otherwise been a barrier to getting the vaccine for some of our residents.

Unfortunately, we have constantly been limited by a national vaccine shortage.

But that hasn't stopped my administration and our state delegation from continuing to lobby everyone from Beacon Hill to Capitol Hill to make sure Fall River gets its fair share of doses.

I wanted to take a moment today to share a hopeful story about what vaccines have meant to our community.

#### ***IMPROV STORY ABOUT VACCINE SITES- woman***

However, vaccines didn't come soon enough for far too many of our residents. Early on in this pandemic, our nursing homes were almost like warzones. Their staff often fought to keep our residents safe from this virus, but they could not save everyone. Sadly, we have lost 331 of our residents, both in and out of our nursing homes. Many of these residents passed away in very distressing circumstances, where loved ones may not have been able to say goodbye. My heart goes out to those affected and I would like to take a moment of silence for the lives lost to covid-19.

***PAUSE for a moment of silence.***

We are working to plan a fitting tribute to all of our victims later this year.

There is no denying the impact that this virus has had on all of us. We have a lot of work to do to recover- to get our students back in the classroom, to revive the arts and our cultural events, to support our businesses as they return to normal, to bring lost jobs back and to ensure that families can survive through these difficult times.



Before I get too far along in this speech, I want to acknowledge the team who got our City, and myself, through the darkest days of 2020. It truly takes a village, and I could not do my job without these people.

I'd like to take a moment to acknowledge:

- Our federal delegation,
  - Senators Markey and Warren
  - Representatives Keating and Auchincloss, as well as former Representative Joseph Kennedy
- State Senator Mike Rodriques
- Our State Representatives Carole Fiola, Alan Silvia and Paul Schmid
- The president and members of the City Council
- The members of the school committee

We work closely with this group, all of whom are committed to getting things done and making Fall River a better place to live.

Of course, I must thank the City employees who have endured so much, including my department heads and the team who work with me directly every day on the 6th floor- Ann, Jane, Ced, Elaina and Debra. They are the people I turn to every day, and I could not do my job without them.

All these individuals support me in achieving a unified vision for Fall River- a vision where residents are safe, where streets are clean, where we have a vibrant economy with plenty of places to go and things to do.

I also want to thank my wife Judi for all her love and support over this very difficult year.. And, believe me, this job is non-stop. She is my partner and I love her.

Finally, I want to acknowledge the people of Fall River. They have risen to the challenge, they stun me every day. They carry the future of our City on their backs, and they are doing a great job. Residents- you are Fall River's true warriors, surviving a pandemic and many crises. You have my utmost respect.

-----

Now let's have a go at a proper State of the City address. So today, building on a moment of hope, I would like to spend more time talking about where we are as we prepare for the future. While we still have a long way to go, I am glad to be making the

2021 speech at a more hopeful moment, as we continue vaccinations, getting our kids back to school and reopening the economy.

For nearly my entire term, I have been called a "Covid Mayor". When the history books look at me in 50 years, I suppose I will be known as the Covid Mayor. However, being mayor of Fall River has been so much more than Covid-19. Despite the pandemic, we were able to accomplish many positive changes for the City of Fall River. We were able to navigate the restrictions of Covid-19 and operate efficiently despite all the challenges. Today, I will be highlighting some of our accomplishments during my first year.

I wanted to break down this address by section, so that we can lay out a transparent, clear discussion of how far we have come, despite the pandemic. There is much to be proud of, much to celebrate, and much to hope for.

***I would like to begin with public safety.***

- We appointed a new Police Chief, Jeff Cardoza .
- In the last year, we saw a dramatic drop in all but two of eight areas of both violent and property related crimes.
- Hired former Boston Police Commissioner Ed Davis to do a performance audit of the FRPD and we expect the report later this month.
- Expanded professional development opportunities for the Fall River Police Department including de-escalation training and conversational Spanish
- Piloting body cameras after successful negotiations with the Police Union. We are getting ready to roll out the cameras for our walking beat first.
- Obtained \$50,000 for neighborhood policing program
- Formed partnership between the school committee and the city to install 20 surveillance cameras, 10 permanent and 10 mobile
- We allocated \$100,000 for turnout gear for Fire Department
- And are finalizing plans for a separate, state of the art building to house our EMS.
- We also Provided the fire department with equipment and a heated tent to run a Covid-19 test site.
- We are currently Exploring opportunities through the SAFER grant to hire 5 additional firemen. We just welcomed 8 new members of the Fire Department two weeks ago.

**As everyone knows, education and our schools have always been close to my heart.**

- o Working with the School Committee, we developed plans for the reopening of Fall River Schools through a hybrid model. We also helped to secure funding for Chromebooks and Hot spots to ensure all kids had access to remote learning. I thank Amazon, Verizon and Comcast for giving back to our community and meeting our students' needs.
- o Today, we have returned our elementary and middle school students to hybrid learning, with Durfee students returning in the coming weeks.
- o We have strengthened City oversight at the new Durfee construction site and are still planning for our fall opening. I truly believe this school will be an asset for generations of students to come.
- o We have improved all of our school buildings across the City, not just Durfee. Progress is also being made on the drainage and roads at Talbot Middle School. Henry Lord is working towards getting a second means of egress and plans are also being finalized for something similar at Silvia. Among other projects, our Resiliency Preparatory Academy has improved their handicap accessibility and replaced their roof. Watson also received a new roof and windows and there are a number of ADA renovations in progress.

#### Looking at our Infrastructure...

- o We completed major sidewalk replacement projects all over the City. Two of the biggest projects were at Kennedy and North Parks. Our roads, too, have been improved across the City.
- o To continue this work, we eliminated the Streetscapes program and transferred the funding to street and sidewalk repairs- creating a fund of close to \$5 million.
- o It was a goal of my administration to make sure that no developers or contractors were taking advantage of our City. Our Planning and Engineering departments have been diligent in their oversight of any new developments along with reviewing those already in existence.
- o We worked alongside Fall River's state delegation to obtain a \$1million grant for the Flint which will make a huge difference in tackling beautification and rehabilitation on Pleasant Street
- o We are currently transitioning to parking kiosks that will have the ability to take credit cards as a way to simplify downtown parking.
- o We have made improvements to a number of parks. The CDA has been leading several projects, including the renovation of the Aetna St Park (now dedicated as Paul Puolos Park) and we have also made upgrades to Chew Park. Plans have been established for the rehabilitation of Desmarais playground as well as the Cathy Assad tot lot.

**One of my priorities is improving the quality of life in Fall River.**

- While Covid did make it nearly impossible to hold events, we managed to provide a few safe activities for our families
- Over the summer, We organized several Drive-in Movies at Durfee to provide residents with outdoor recreation.
- In December, we kept holiday traditions alive with Santa's rolling parade. I am grateful to the team at Re-Creation for their hard work in helping us find a unique way to celebrate.
- We also worked with Fall River Government Television and the Narrows to bring the Sons of Serendip in for a live holiday concert which was broadcast into homes across the South Coast, showing the region what Fall River has to offer. I thank BayCoast Bank for sponsoring the event.
- Most recently, we have helped the Fall River Arts and Culture coalition create the Winterbridge at Gromada Plaza to provide some safe outdoor activities for Fall River families.
- In May, we will be dedicating the Vietnam Memorial Wall at Bicentennial Park. We also recently renamed the Veterans Center on Pine Street in honor of Kenneth J Boyer.

**Another key part of improving quality of life is prioritizing health, wellness and social services.**

- We strengthened our Department of Public Health by transferring a clerk and replacing her with another RN, which was crucial during the busiest days of the pandemic.
- We reorganized Mayor's Opioid Task Force under the title of the Fall River Substance Abuse Task Force, which we hope to ramp up as Covid wanes.
- Created a successful new street outreach program, embedded in the Police Department, to help non-offending drug users access treatment and to assist our homeless population in finding the support they need. These specialists have done an amazing job getting people the services they desperately need.
- Established Fall River's first permanent overflow shelter for the homeless at Solomon's Porch on Bay St, which is a tremendous asset to our city, and we have provided additional funding for Steppingstone and the First Step Inn.
- Another priority of mine has been caring for our veterans. Last year, we combined CARES Act funding and Office of Veterans Services funding to provide \$100,000 to the VABC for a job training program for veterans

- o Together with the CDA, we also renovated a property at 32 Bradford Avenue into 3 units of veterans housing, with more to follow. We did so by reinstituting the Building Blocks program, which has allowed us to make plans to rehabilitate many vacant and abandoned properties across the City- keeping our neighborhoods safe and getting homes back on the tax roll.

**Good Government allows the City to function at its full potential.**

- o Eliminated unnecessary City boards and combined positions in Government Center to save taxpayer money.
- o Strengthening our online and off site payment options. We collaborated with BayCoast Bank to allow residents to pay City bills off site, which has been a very helpful partnership.
- o We utilized grant funding to provide ADA renovations to the City Council Chambers and City Council hearings room.
- o We instituted a City vehicle policy to reduce the personal use of city owned vehicles
- o We created a new joint position in partnership with the Fall River Housing Authority and the CDA, the Minority Outreach Coordinator.
- o We established Fall River's first ever Diversity Committee.
- o We hired a hearings officer and re-established municipal hearings to address litter enforcement and minimum housing violations.
- o We joined with one of our partners, UMass, to bring Law interns to assist with abandoned properties and other legal issues.

**Now onto City finances...**

- We presently have 2.2 million dollars in our free cash account.
- On January 1st of 2020, our Stabilization fund was around 7 and a half million dollars - it is currently well over 9 million dollars
- Last year, after 3 months of month-to-month budgets my budget was presented to the City Council and approved.
- Working with our finance team, the City is still on track financially to meet the Fiscal Year 2021 budget projection.
- Working with the insurance advisory committee and the public employee committee, we developed a cost saving strategy by moving some of our retirees to Medicare and Medex- saving the City health insurance costs and providing our retirees with additional benefits.
- We continue to work with the City Council and school committee to meet 100% of Net school spending.

- In February of 2021 we worked with Massachusetts Financial Oversight Board and sold bonds at one of the lowest rates in our City's history
- The City's allocation of CARES monies was nearly 8 million dollars - the City continues to work with departments to best utilize our remaining funds.
- We continue to negotiate with the City's unions to provide fair and equitable contracts.

**Which brings us to economic development.**

- I want you all to know- the City of Fall River is seeing a boom in our local real estate market. Many residential properties are selling as soon as they hit the market, for over asking price. Many overlooked properties in all corners of the City are being repurposed as market rate housing developments.
- Thanks in part to local developers like Anthony Cordeiro, Robert Karam and Alan Macomber, we have a number of active project across the City.
- Some examples include the Downtown Lofts at the Ben and Nathan building on Third Street and the Residences at Highland Avenue (which was formerly the Adams House). Plans are in the works to repurpose the Notre Dame Rectory and the International Garment Workers Union building for market rate and workforce housing. Mills on Alden St and Globe Mills Avenue are being renovated as well. These are just a few examples of recent and ongoing housing developments in Fall River.
- We are nearing the end of a long journey supporting the Bank St Armory's sale and rehabilitation. We have state approval to make the sale and are currently drawing up the purchase and sale agreement. The developer plans to make the Armory into a venue for events like weddings and fairs, which we hope will bring more action to downtown.
- We've obtained a \$1 Million grant from Seaport Council for Phase 2 of City Pier, which will make the pier safe for public use. The RDA is in the process of achieving this next phase of rehabilitation.
- Because of the ongoing developments at the waterfront and the incoming Commuter rail, the Waterfront is seeing heightened interest from commercial and residential mixed use developers. A new six story building on Davol street is being developed for 49 market rate units with commercial space on the first floor.
- The South Coast Rail project, which has driven much of the renewed interest in the City, is moving along and is set for completion by 2023.

- o In our North End, the City has worked together with the redevelopment authority to solidify the expansion of Raw Seafood in the Industrial Park and facilitate Nantucket Seafood as a tenant
- o We also worked with Liberty Utilities to relocate them to the industrial park, also, in the former Homeland building and assisted in the sale of their property on Anawan st to the RDA
- o The City has worked to support the expansion of existing businesses such as US Mattress, who are moving to the former Sam's Club site late this Spring, bringing over a hundred new jobs to Fall River.
- o The CDA, RDA and Bristol County Economic Development consultants assisted with the allocation of \$1.2 million dollars of CARES Act funding to support small and medium sized businesses with both job creation and retention.
- o We have worked with the TDI Partnership and One Southcoast Chamber to promote Outdoor dining. By utilizing grant funding, the City distributed heaters to extend the outdoor dining season for our restaurants. We have plans to continue supporting restaurants as we approach the Spring.

As we begin the second year of the Coogan administration, we will be focused on the following priorities, which I believe will help move the City of Fall River towards meeting its full potential.

1. I want to make visible progress in revitalizing our downtown and Pleasant street commercial districts by adding market rate housing and supporting mixed use development while improving and filling vacant storefronts. I would like to return to the days of a bustling downtown with plenty of foot traffic.
2. As we look to another round of federal stimulus funding, I want to use these funds for streets, sidewalks and infrastructure projects.
3. I want to improve the liveability of the City by supporting our arts and cultural economy through the revitalization of the Bank Street Armory, the improvements to the Durfee auditorium and the growth of our waterfront cultural district. I also look forward to planning and supporting community events as soon as we can do so.

Almost every choice I make as Mayor works towards these goals.

I ran my campaign with a vision. A vision of a City government where everyone feels included. I had a vision of providing residents easy access to this building, to my office and to myself. But Covid-19 has changed that. Not only has it consumed much of my time here, but it has restricted me from doing what I love most, what drove me to this office. It has restricted me from being with all of you. We are no longer holding

cookouts, clam boils or chow mein sandwich luncheons. I can't drop in on fundraisers or classrooms. Visitation at City Hall has been restricted to essential services for customers.

I believe that in the last year, while we were all isolated and lived our lives online, we lost touch with the hope and unity that the City felt in early 2020. I have seen a troubling trend of residents turning to patterns of distrust, disrespect and division. It is so easy to villainize and hate, especially when, in recent history, we have had leaders fail us and embarrass us on a national and local scale.

But when I have a moment to message someone who leaves an aggressive comment on my page or when I bump into someone at the grocery store and they ask me about something that confused them or upset them, we try to reach an understanding. I believe, when people escape the confines of the internet and interact as we were meant to (with humanity, respect and understanding), they remember the hope that this City felt in January of last year. They remember why I was elected, they remember that my love for this City and my urge to do what is right for Fall River guides everything that I do.

Far too often, hate and mistrust clouds our judgement. My biggest fear is that if we give into these things, instead of coming to an understanding and treating people with respect and trust, we will remain in a pattern of negativity that as a City need to escape.

So as I close my statement tonight and as we come together to look for a more normal future, I want to make this message very, very clear. I urge you all to trust in a brighter tomorrow for Fall River and to treat others with dignity and respect.

I hope you still raise your voices and share your opinions, even if they are not positive towards me. But I urge you to do so thoughtfully and to seek the truth instead of only seeking the negative.

As we go forward, I once again promise you that I will continue to work hard, act out of my deep love for this City and commit my administration to integrity and transparency. We are on the cusp of something really special in Fall River and I am very excited about what the future is going to bring.

Good night and god bless the City of Fall River.



## CITY OF FALL RIVER

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6a

To the City Council

Councillors:

The Committee on Economic Development and Tourism at a meeting held on April 14, 2021, unanimously voted to recommend that the accompanying resolution be referred to the Committee on Ordinances and Legislation, with Councilor Pam Laliberte-Lebeau absent and not voting.

*Colleen A. Taylor*  
Clerk of Committees

# City of Fall River, In City Council

6a

(Councillor Linda M. Pereira)  
(Councillor Michelle M. Dionne)

WHEREAS, the restaurants in Fall River have been requesting outside dining in front of their establishments from Memorial Day through Columbus Day, to provide increased services and add to the activity and ambiance of their establishments since 2014, and

WHEREAS, in recent months the COVID-19 pandemic has adversely impacted the ability of many local restaurants to maintain cash flow and remain a viable business in our city, and

WHEREAS, the Governor has established an order to allow for outside dining/seating at the start of Phase II of the Massachusetts' re-opening efforts, and

WHEREAS, allowing for outside dining/seating would greatly assist Fall River restaurants to remain in business, now therefore

BE IT RESOLVED, that the City Council Committee on Economic Development and Tourism convene with the Director of Code Enforcement, Director of Traffic, City Planner, a representative of the Police Department, a representative of the Commission on Disability, a representative of the Licensing Board, and Corporation Counsel to discuss and assist in the immediate development of policies and guidelines that outside seating and service be allowed at these establishments immediately, provided that the configuration of seating does not prohibit public access in front of the establishment and that these businesses be allowed to immediately utilize half of the sidewalk or other designated area, and

BE IT FURTHER RESOLVED, that once protocols are developed, a proposed ordinance will be submitted to the Committee on Ordinances and Legislation.

In City Council, June 9, 2020  
Adopted, 9 yeas

A true copy. Attest:

*Alison M. Bouchard*

City Clerk

*Laurel*  
6-15-20

# CITY OF FALL RIVER

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6b

To the City Council

Councillors:

The Committee on Economic Development and Tourism at a meeting held on April 14, 2021, unanimously voted to recommend that the accompanying resolution be referred to the Committee on Ordinances and Legislation, along with a copy to Corporation Counsel, with Councilor Pam Laliberte-Lebeau absent and not voting.

*Colleen A. Taylor*  
Clerk of Committees

# City of Fall River, In City Council

66

(Councillor Michelle M. Dionne)

WHEREAS, the Fall River City Council finds a public art program is important to a city, because it brings social, cultural, and economic benefits to the public and visitors to the city, and

WHEREAS, the Fall River City Council wishes to create and establish a program which will enhance the recreational and cultural environment in the city by incorporating the work of artists into the city's capital improvements, and

WHEREAS, the Fall River Public Art Plan, within its economic development and tourism goals, places a high priority on the establishment of a public art program in Fall River, and

WHEREAS, public art programs have been adopted in the Commonwealth of Massachusetts, and

WHEREAS, the resolution authorizing the establishment of a Fall River Public Art Commission "an advisory committee to the City Administrator and City Council" defines one of the commission's functions as "the implementation of a public art program", and

WHEREAS, The Downtown Urban Renewal Plan, Waterfront Urban Renewal Plan, Master Plan, and Open Space and Recreation Plan establishes a goal of "activating the street-level and the storefronts with interesting shops and venues; and continuing streetscape improvements including public art, throughout downtown and the waterfront", and

WHEREAS, the Citywide Strategic Plan goals of "a strong and diverse economy", "thriving livable neighborhoods" and "stewardship of the City's physical assets" are supported by a public art program, and

WHEREAS, the City of Fall River establishes a goal to encourage the incorporation of public art in new development projects, particularly in Downtown, Waterfront and Historic Neighborhoods, and

WHEREAS, a stable and predictable source of funding for public art projects and a transparent system for administering a public art process in the selection of works can support the goal of increasing the quality of diverse public art throughout the city, now therefore

BE IT RESOLVED, that the Committee on Ordinances and Legislation convene to review and discuss a Public Art Policy.

CITY OF FALL RIVER  
IN CITY COUNCIL  
APR - 6 2021

*Referred to the  
Committee on  
Economic Development  
& Tourism*

In City Council, February 23, 2021  
Adopted, 9 yeas

A true copy. Attest:

*Alison M. Bouchard*

City Clerk

## Suggested Public Art Policy

6b

Public art has become an important component in the civic and cultural life of hundreds of U.S. cities.

The City of Fall River has an opportunity to integrate and expand the wide range of artworks in public locations throughout the community. This outline suggests the policies that could facilitate the development of public art throughout the City. It provides a guide and/or procedure for City departments considering the placement of public art.

The City of Fall River Public Art Policy outlines the acceptable criteria for project types and the process for implementing and realizing public art projects.

- SECTION 1 contains introductory information, the criteria for art selection, information about the development of a public art master plan and the process for identifying and selecting art and artists.
- SECTION 2 addresses key personnel and agencies and explains their roles as they relate to public art.
- SECTION 3 discusses the acquisitions, maintenance, and placement of the City Public Art Collection. And includes a list of all current public art installations throughout the City.
- SECTION 4 explains deaccessioning of artworks already in the City's possession.
- SECTION 5 includes examples of gateway city public art programs in Massachusetts.
- SECTION 6 includes a glossary of definitions.

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- 2.3 Public Art and Design Board
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## Suggested Public Art Policy

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## **SECTION 1 – PUBLIC ART PROGRAM IN FALL RIVER**

The City of Fall River recognizes the value of public art to its citizens and visitors.

Public art provides engaging, imaginative spaces that enliven the public experience, foster community, celebrate our unique stories and collective history and inspire us to experience the world with fresh perceptions. Public works of art can transform and activate civic spaces and create a unique identity for Fall River as a destination place.

Public art in Fall River has a strong history to date, from the "Vietnam Veterans Memorial Wall" in Fall River's Bicentennial Park (currently under construction in 2021) to the 1940 statue of "Prince Henry the Navigator" by Aristide Berto Cianfarani, an Italian born American sculptor, who studied at the Rhode Island School of Design. Others include murals and artworks set along South Main Street, created by members of the Greater Fall River Art Association.

Currently, the City of Fall River does not have a permanent Public Art Policy and Program which would promote the City's identity and civic pride, attract visitors and businesses, develop vibrant, creative spaces, and create jobs.

A newly developed Public Art Policy and Program could raise public awareness of the impact of public art and its cultural and economic contributions.

### **1.1 PURPOSE**

The purpose of the Public Art Policy and Program would be to give direction for:

- ART...Establishing a diverse collection of public artworks with the cooperation of the community.
- ARTISTS...Providing ongoing opportunities for local, regional, and possibly national artists of diverse backgrounds to advance their art forms with temporary and permanent public artworks.
- ECONOMY...Considering economic development and cultural tourism when advocating for public art.
- QUALITY...Incorporating art and design projects of the highest quality throughout the community. Creating a museum without walls and making art accessible to all.
- LEGACY...Providing a legacy of art and culture for future generations.

## **1.2 APPROPRIATION AND ALLOCATION OF ART FUNDS - TBD**

Public art can be obtained by the City by various means:

- Gifts, Purchases, Percent (of City revenue) for Art Process, Monuments and Memorials, Citizen-Initiated Artwork, Loans of Artwork.

Financial resources would be maintained in accordance with accepted governmental accounting procedures. All appropriations to and allocations from funds would occur in accordance with all legal restrictions associated with the source of financing. Capital improvement program projects that are required to be bid or otherwise contracted and that provide significant general public access – for example, public safety centers, senior centers, cultural arts venues, parks and recreation facilities and streetscape projects such as gateway arteries and thoroughfares – are eligible for funding.

## **1.3 ART PROJECT TYPES**

For the purposes of this document, works of public art may include but are not limited to:

- SCULPTURE...in the round, bas relief, mobiles, fountains, kinetic and electronic work in any approved material or combination of materials.
- PAINTINGS... in all media, including oils and acrylics, that are portable or permanently affixed, such as murals:
- GRAPHIC ARTS... such as printmaking, drawing and banners.
- MOSAICS... including works executed in tile, glass, stone, or other materials.
- CRAFTS... using clay, fiber and textiles, wood, metal, plastics, stained glass, and other materials, both functional and ornamental.
- PHOTOGRAPHY... including digital and traditional photographic print media.
- MIXED MEDIA which may include any combination of two- and three-dimensional forms of media, including collage.
- LANDSCAPE ART... environmental installations and environmental art of all media, including "Hortensia" The Hydrangea Project, Flowers, Fall River Tree Farm/Trees, Public Art Gardens, Pathways, Walls, Lighting
- DECORATIVE ELEMENTS... designed by practicing artists or other persons submitting as artists, including design professionals.
- LIGHT-BASED ART...that is experiential, site-specific, or installation-based work that explores optical phenomena or work composed of transmitted light, artificial or natural light sources, projections, or sculpture.
- SOUND ART... or media with primarily aural-based expressive elements, including electronic, audio media, found or experimental sound sources.
- VIDEO and ANIMATION... projected or displayed on a video monitor.
- PORTABLE ART... that may be displayed at locations other than a substantially permanent location or adjacent to the project site.
- TEMPORARY performance or time-based art.

## **1.4 CRITERIA FOR SELECTION**

The City may consider the following questions when conducting reviews of proposed artwork:

- Aesthetic Quality and Artistic Merit

Suggested Public Art Policy

- Does the work under consideration have artistic merit?
- Is the work relevant to the City, its values, culture, and people?
- Is the work of art appropriate for the community it serves?
- Placement / Siting
  - How are the sites selected? In areas that are already popular (such as the waterfront) or areas that could be more utilized (downtown/Eastern Ave/etc.) Newly designated Waterfront Cultural District
  - What is the relationship of the work to the site? Is it appropriately scaled?
  - Will the work help to anchor and activate the site and enhance the surrounding area?
  - Will there be convenient public access to the site?
  - Will additional parking or access accommodations be required?
  - What are the utility requirements of the artwork?
  - Does the artwork have a connection with the surrounding community?
- Fabrication, Handling, and Installation
  - Are the projected costs accurate and realistic?
  - Have written estimates been obtained from qualified technical support and fabrication contractors?
  - Does a certain site present any special obstacles to installation?
  - Can the work easily be removed if necessary?
- Maintenance Requirements
  - Is the work suitable for outdoor display or special indoor environments?
  - Are the materials durable and will they last? Does the work have a limited lifespan due to built-in obsolescence or any inherent weakness?
  - What are the existing or projected maintenance requirements of the work? Are they excessive or cost prohibitive? Are any unusual or ongoing costs likely?
  - What are the artist's suggestions for protection of the work from vandalism? Liability and Safety
  - Is any aspect of the work a potential safety hazard?
  - Does the work meet building code requirements?
  - Does the work or any portion of the work require a professional seal (structural engineer, electrical engineer, etc.)?
  - Will fencing or other types of security measures be required?

**1.5 CRITERIA FOR NON-ACCEPTANCE ARTWORK**

The artwork fails to meet professional standards for acceptable public art practice if one or more of the following applies:

- Faults of design or workmanship pose a public health or life safety hazard or diminish the value of the work.



## Suggested Public Art Policy

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- The artwork is fraudulent, inauthentic or appears to be of inferior quality relative to the quality of other works in the Program.
- The artwork is not the original work of fine art, such as a sculpture or painting. If the artwork is one of a multiple, it will be accepted only as an authorized limited edition.

### **1.6 PUBLIC ART MASTER PLAN**

The City of Fall River is in the middle of a cultural and economic renaissance driven by new businesses, from manufacturing to breweries and restaurants, and the coming of the commuter rail system. There is a concurrent need to support and increase cultural opportunities, including permanent and temporary public art, for residents and visitors.

A Public Art Master Plan will:

- Advance goals for public art in the City of Fall River.
- Identify opportunities and needs for public art across the City.
- Develop a strategy for the equitable distribution of public art in public places.
- Define maintenance requirements for public art.
- Identify opportunities for collaboration with other government entities (county/state) to broaden the impact of public art.
- Reflect and document community input obtained during the master planning process.
- Identify funding mechanisms for public art.

### **1.7 PUBLIC ART PROJECT SELECTION METHODS**

One of the following selection methods may be used to select artists or artist teams for eligible public art projects:

- Open Invitational/Open Entry
  - This process is open to all qualified artists with possible limitations based on geographical or other eligibility criteria. The project is advertised, and project guidelines are published. No fees will be charged to artists submitting materials and applications. A single artist may be selected, or a limited number of finalists to prepare a specific site proposal and/or attend an interview with the selection panel.
- Limited Invitational/Focused Invitational
  - Selected artists are invited to enter a competition or are pre-selected as candidates for a project or site. Artists are considered for a commission by invitation only. Members of the selection panel generate the names of artists to be invited. A finalist may be asked to submit a proposal and/or attend an interview with the selection panel.

### **1.8 ART IN PRIVATE DEVELOPMENT**

## Suggested Public Art Policy

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As municipal public art programs have become increasingly common throughout the nation, private developers are demonstrating a growing commitment to public art.

Accordingly, the City encourages creative public/private partnerships that enhance the profile of art in the City, support the City's mission and Public Art Policy and contribute to a culturally vibrant and aesthetically beautiful destination.

### **SECTION 2 – ROLES AND RESPONSIBILITIES**

The following roles and responsibilities related to this Public Art Policy apply to groups and individuals.

#### **2.1 FALL RIVER CITY COUNCIL**

The City Council periodically reviews the Public Art Policy and related documents to assess compliance by City departments. The City Council determines and/or appropriates funding.

#### **2.2 FALL RIVER ARTS COMMISSION**

The Fall River Public Art Commission (FRPAC) is composed of 7 members to include 1 representative from Creative Arts Network Inc., 1 representative from BBC art professors or Grimshaw - Gudewicz Art Gallery, 1 representative from DCR MA/Heritage State Park, 1 representative from Fall River Cultural Council, 1 Local High School Student, 1 City Council appointee, 1 Mayoral appointee, FRPAC approves works of art before they are acquired or transferred, sold, or deaccessioned from the Public Art Collection. FRPAC advocates for public art in Fall River and reviews public art projects.

Duties include but are not limited to:

- Establishing and approving curatorial and programmatic goals, policies, and guidelines as they pertain to artwork acquired on behalf of the City.
- Approving the accession, care and deaccession of all donations of artwork accepted into the Public Art Collection.
- Reviewing the cleaning, repair, and overall care of artwork in the Public Art Collection at the recommendation of the public art director and in compliance with currently accepted standards of care.
- Approving citizen-initiated public art projects with budgets under \$10,000.

#### **2.3 PUBLIC ART AND DESIGN BOARD**

The Public Art and Design Board (PADB) is composed of individuals appointed by FRPAC. The PADB is authorized to review and approve matters related to the Public Art Program. The PADB, FRPAC, recommends the nature and placement of PA:

public art projects.

#### **2.4 OTHER CITY DEPARTMENTS**

Other city departments will be consulted in the placement of the Public Art Program and determine specific responsibilities and opportunities in which they can participate.

## Suggested Public Art Policy

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### SECTION 3 – PUBLIC ART COLLECTION

The City of Fall River has acquired many works of art that are on view in public spaces, including parks, municipal buildings, and City offices. The artworks have until now been under the care and maintenance of the individual departments that acquired them.

With this Public Art Policy, the City declares that there is one Public Art Collection and that there is one authority, the City of Fall River Public Art Commission (FRPAC), for the acquisition and maintenance of the Public Art Collection.

The full documentation of the Public Art Collection will facilitate opportunities for public access to the Collection's rich history. (See below)

To fully support the care and management of the City Art Collection, consideration must be given to providing funding and staffing at a level consistent with national standards for proper collections management. The Public Art Policy sets the criteria for approval of acquisitions for the Collection by FRPAC. FRPAC also approves the deaccession of artworks in the Collection.

#### City of Fall River Public Art (as of July 2020) – TBD Examples

- SCULPTURE
  - Mariano S. Bishop Memorial (24 ft high created by unknown sculptor for the Liberal Club?)  
<https://www.heraldnews.com/article/20150908/OPINION/150906994>  
<https://www.southcoasttoday.com/article/20151026/SPECIAL/151029812>
  - Manuel F. Claudio Memorial  
<https://www.heraldnews.com/article/20150526/OPINION/150527283/0/api.pymx5.com>
  - Iwo Jima Monument
  - Vietnam Veterans Memorial  
<https://www.capecod.com/newscenter/construction-on-vietnam-veterans-memorial-getting-underway-in-fall-river/>
- PAINTINGS/ MURALS
  - Requires Inventory
- GRAPHIC ARTS
  - "Make It Here" banners
  - Neighborhood banners
- MIXED MEDIA
- EARTH/LANDSCAPE WORK
  - Olmstead Parks system
  - Hortensia Hydrangea Project
  - Sequoia Redwood Tree (North Park)
  - Quequechan Waterfall (behind WOW Gym)
- MOSAICS
- OTHER CRAFTS/SWITCHBOXES
- PHOTOGRAPHY

## **SECTION 4 – DEACCESSIONING POLICY**

Deaccessioning is the process of removing artwork from the City Art Collection. This policy recognizes that over time there may be reasons to deaccession artworks. Deaccessioning is considered only after careful and impartial evaluation of artworks within the context of the Collection. At the beginning of the process, FRPAC makes reasonable efforts to notify any living artist whose work is being considered for deaccession.

Decisions related to deaccessioning are made by FRPAC. FRPAC may, from time to time, deem it necessary to deaccession objects for the betterment of the Collection. In considering an object or group of objects for deaccessioning, the FRPAC must always be aware of its role as trustee of the Collection for the benefit of the public.

### **4.1 CRITERIA FOR DEACCESSIONING**

Objects may be deaccessioned when conditions require or when such action would improve or refine the Collection. Reasons for deaccessioning may include but are not limited to situations where:

- The use of the site has changed, the artwork is no longer appropriate, and the artwork cannot be reasonably protected or maintained.
- The artwork's annual maintenance cost is deemed excessive.
- The artwork has been damaged beyond reasonable repair.
- The artwork requires extensive conservation or restoration that is cost-prohibitive.
- The artwork is deemed inappropriate or requires removal because of new developments in the direction of the Collection.
- The artwork was commissioned or accepted with the provision or understanding that it was to have a limited lifecycle or installation period.

### **4.2 PROCEDURE FOR DEACCESSIONING**

Deaccession of any object from the Collection is based on a written recommendation of FRPAC. The recommendation must specify reasons for the deaccession.

Disposition should occur as follows:

- Unless FRPAC specifically determines an alternative means of disposition, all dispositions are by sale with the primary objective of obtaining the best possible price. Sales of artworks are allowed through public auction, art-gallery or dealer resale or direct bidding by individuals.
- Artworks that were commissioned or accepted into the Collection as site-specific works may be destroyed in lieu of being sold or reinstalled at an alternative site. This process is known as decommissioning rather than deaccessioning.
- Deaccessioned objects may be placed in another institution where they serve a similar purpose to that for which they were originally acquired.
- Regarding sale or trade of artworks, FRPAC offers the right of first refusal to the artist, if still alive, and/or the original donor if the artwork was a gift to the City. In the case of artwork by a living artist, an exchange may be made if appropriate.

### **4.3 USE OF NET PROCEEDS FROM DEACCESSIONING**

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## Suggested Public Art Policy

Net proceeds from the sale of deaccessioned objects (i.e., the proceeds of the disposition less all related expenses) must not be used as operating funds. Net proceeds are designated "for acquisition only" and must be used only for the growth or care of the collection, consistent with acquisition procedures.

If possible, a file on the object is retained, including object and donor history, photographs, conservation/restoration records, appraisals, and other relevant records.

### **SECTION 5 - DEFINITIONS**

**ACQUISITION:** The inclusion of an artwork in a permanent art collection acquired through a commission, purchase, gift, or other means.

**ARTIST:** Individual artist, team of individual artists or artist team leader of individuals from other disciplines whose body of work and professional activities demonstrate serious ongoing commitment to the fine arts.

**ARTIST FEES:** The portion of the project budget reserved for payment to the artist for creative services for design, fabrication, and project management. Fees do not include other labor, materials, travel and per diem allowances for out-of-town artists.

**Artist Selection Panel (ASP):** An ad hoc panel whose charge is to review artists and art proposals and make recommendations to the Public Art and Design Board for their selection.

**ARTWORK:** A tangible creation by an artist.

**DEACCESSION:** The process of removing an object permanently from a collection, through sale, exchange, or any other transaction by which title is transferred from the collection to another institution or individual. Under certain conditions, it may also include disposal by intentional destruction.

**DONOR:** The individual, corporation or other entity offering a donation to the City.

**FALL RIVER PUBLIC ART COMMISSION (FRPAC):** Charter-mandated commission governed by members appointed by the City Council. FRPAC serves as the official advisory body and advocate for the arts to the City Council. FRPAC is an Independent Commission.

**LOANED ARTWORK:** Artwork given for use over a period and returned to the owner at the end of the use period.

**MONUMENTS:** Structures, sculptures or other objects erected to commemorate a person or an event.

**PUBLIC ART COLLECTION:** The Public Art Collection comprises all artworks owned by the City that have been accessioned by the FRPAC on behalf of the City.

**PLAQUE:** Signage affixed on or near an artwork to identify the title, artist, media, etc.

**PUBLIC ART:** Artworks purchased or commissioned with funds generated by the PA ordinance. The artworks are created, usually by artists or design team collaborations, for public places and public experiences.

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Suggested Public Art Policy

PUBLIC ART PROGRAM: The FRPAC program that administers the purchase and commissioning of artworks.

WHEREAS, in June, July, and August of 2020 the City Council encouraged the Administration to explore new avenues of revenue, and to reduce costs wherever possible, for the FY21 budget to be sustainable, and

WHEREAS, in July and August of 2020 Councilor Dionne put in an enormous amount of effort taking an inventory of trash and recycling bins at businesses, housing authority properties, and 6+ family properties throughout the city, and also researched the "pink bin business recycling program" that was in effect from 2012-2015, and

WHEREAS, the city is currently picking up trash and recycling at many of these locations, and pickup is in direct violation of our city ordinances, and costs the city money, and

WHEREAS, the former administration added an amendment to the EZ Disposal contract allowing the business owners of the pink bins to continue to have their recycling picked up, and further gave them the opportunity to have their trash picked up as well, and

WHEREAS, Councilor Dionne and Council Vice President Laliberte-Lebeau met with the Mayor, the CFO, and the Director of Community Maintenance in August 2020 in order to share all of Councilor Dionne's research, and to request that trash and recycling currently being picked up in opposition to city ordinance and at a cost to the city, cease immediately, and

WHEREAS, we also had a conversation about exploring a Cart Program, and

WHEREAS, the Administration was going to evaluate the most cost saving and equitable measures based on numbers of carts per household that conforms with city ordinance, and present a preliminary proposal as soon as possible, and

WHEREAS, the aforementioned trash and recycling pickup has yet to cease, and a cart proposal has yet to be presented, now therefore

BE IT RESOLVED, that the Administration attend the next meeting of the City Council Committee on Finance with an end date for trash and recycling pickup that is happening in direct opposition to our ordinances, and to present the Cart Program proposal.

