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, August 17, 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, Leo O. Pelletier and Linda M. Pereira

ABSENT: Councilor Christopher M. Peckham

IN ATTENDANCE: Mary Sahady, Director of Financial Services

President Cliff Ponte called the meeting to order at 7:41 p.m. with a moment of silence followed by a salute to the flag and announced that the meeting may be recorded with audio or video and transmitted through any medium.

On a motion made by Councilor Leo O. Pelletier and seconded by Councilor Bradford L. Kilby, it was unanimously voted to take item #10 out of order, with Councilor Christopher M. Peckham absent and not voting.

PRIORITY MATTERS

10. Mayor requesting approvals as follows:

a. TIE Agreement for 529 Eastern Avenue LLC located at 529 Eastern Avenue

On a motion made by Councilor Leo O. Pelletier and seconded by Councilor Shawn E. Cadime, it was unanimously voted to adopt the resolution, with Councilor Christopher M. Peckham absent and not voting.
Approved, August 18, 2021, Paul E. Coogan, Mayor

b. TIE Agreement for 66 Troy Street LLC located at 66 Troy Street

On a motion made by Councilor Shawn E. Cadime and seconded by Councilor Leo O. Pelletier, it was voted 7 yeas to adopt the resolution, with Council President Cliff Ponte abstaining and Councilor Christopher M. Peckham absent and not voting.
Approved, August 18, 2021, Paul E. Coogan, Mayor

c. TIE Agreement for Downtown Development LLC located at 38 Third Street

On a motion made by Councilor Linda M. Pereira and seconded by Councilor Leo O. Pelletier, it was voted 7 yeas to adopt the resolution, with Council President Cliff Ponte abstaining and Councilor Christopher M. Peckham absent and not voting.
Approved, August 18, 2021, Paul E. Coogan, Mayor

On a motion made by Councilor Leo O. Pelletier and seconded by Councilor Shawn E. Cadime, it was unanimously voted to take item #5 out of order, with Councilor Christopher M. Peckham absent and not voting.

5. Mayor requesting the appointment of Micaila R. Britto as Veterans' Agent

Councilor Michelle M. Dionne stated that she is happy to see such an extensive resume. Councilor Linda M. Pereira stated that Micaila R. Britto has an impressive resume and seems well qualified. On a motion made by Councilor Bradford L. Kilby and seconded by Councilor Leo O. Pelletier, it was unanimously voted to confirm the appointment, with Councilor Christopher M. Peckham absent and not voting. Micaila R. Britto addressed the City Council and provided a brief overview of her background.

On a motion made by Councilor Leo O. Pelletier and seconded by Councilor Shawn E. Cadime, it was unanimously voted to take item #55 out of order, with Councilor Christopher M. Peckham absent and not voting.

55. Deputy Director of EMS requesting permission to hang 3 banners from the railings of Government Center for "National Overdose Awareness Day"

On a motion made by Councilor Shawn E. Cadime and seconded by Councilor Leo O. Pelletier, it was unanimously voted yeas to approve the request, with Councilor Christopher M. Peckham absent and not voting.

1. Mayor and order appropriating $1,677,400 from the General Fund Stabilization Fund to:

Facilities Maintenance, Capital	$ 150,000
Community Maintenance, Capital	$ 937,100
Police, Capital	$ 410,300
Fire & Emergency Services, Capital	$ 180,000
TOTAL:	$1,677,400

On a motion made by Councilor Leo O. Pelletier and seconded by Councilor Trott Lee, it was unanimously voted to lift the matter from the table, with Councilor Christopher M. Peckham absent and not voting. On a further motion made by Councilor Michelle M. Dionne and seconded by Councilor Trott Lee, it was unanimously voted to waive the rules to allow discussion with the Director of Financial Services, with Councilor Christopher M. Peckham absent and not voting. Councilor Michelle M. Dionne asked the Director of Financial Services if some of the items from the Capital Improvement Plan overlap with this request. The Director of Financial Services stated that some may overlap, but these items were listed in the Fiscal Year 2022 Budget and require a two thirds vote of the City Council, since funding is from the Stabilization Account. Councilor Shawn E. Cadime stated that he will not support this request, as it falls in line with the use of one time funds. He further stated that the Administration needs to completely identify what the exposure is for the City of Fall River long term. Councilor Trott Lee stated that there seems to be a lot of uncertainty in the conversations, therefore he would not be supporting this request. The Director of Financial Services stated that new growth was underestimated in the Fiscal Year 2022 Budget, when it was presented to the City Council, which will increase during the re-cap process. She further stated that there are 27 positions that are in the Fiscal Year 2022 Budget, that were removed from the Fiscal Year 2021 Budget based upon uncertainties at the time. Councilor Trott Lee asked if the deficit was created as a result of the pandemic or budgeting mistakes. The Director of Financial Services stated that there were no budgeting mistakes - the $4.8 million dollars is a calculation (excluding Chapter 70 Funds) in the reduction in the revenue that the City received over a two year period. Council President Cliff Ponte stated that he believes that the City Council is concerned that $4.8 million dollars of one time funds were used for revenues that were considered lost, but if in the future it is determined that those funds cannot be used for lost revenue, this Administration or a future Administration will need to go to the debt exclusion when residents were promised that such would not happen. The Director of Financial Services stated that is certainly not the intention of the Mayor, herself or any Councilors at this point in time. She pointed out that tax title property was sold this past year for approximately $500,000.00 and those proceeds were not listed in the

budget, but is another revenue source. Councilor Michelle M. Dionne asked whether there would have been 27 new positions in the Fiscal Year 2022 Budget if the City had not received the American Rescue Plan Act (ARPA) funds. The Director of Financial Services stated this would not occur without the debt exclusion. Councilor Shawn E. Cadime stated that there is too much uncertainty in this budget to support these requests, as the Mayor has not planned for the long term. He further indicated that expenses are exceeding revenue. He went on to mention that until there can be conversations to determine whether this is a sustainable budget, he cannot support this request. Councilor Shawn E. Cadime stated that discussions need to happen now and not after the election in November, because at that time the City may need to implement the debt exclusion, lay off employees and reduce expenses. He also stated that the City needs long term strategic planning. Councilor Linda M. Pereira stated that there have been many times through the years that funds from the Stabilization Account were infused into the budget and there had not been a pandemic. Councilor Pam Laliberte-Lebeau asked the Director of Financial Services how many of the 27 new positions had already been filled. The Director of Financial Services stated that she was unsure, but that some of those positions are within the Police Department and that there are candidates in the academy. Councilor Pam Laliberte-Lebeau also asked if there will be layoffs if all 27 positions are eliminated from the budget. Mary Sahady confirmed that would be the case. Council President Cliff Ponte stated that he cannot support this request, as the infusion of $4.8 million dollars within the city's revenues is extremely concerning. He then stated that without planning, nothing will get accomplished in this community. On a motion made by Councilor Bradford L. Kilby and seconded by Councilor Leo O. Pelletier, it was voted 3 yeas, 5 nays to adopt the order, with Councilors Shawn E. Cadime, Michelle M. Dionne, Pam Laliberte-Lebeau, Trott Lee and Cliff Ponte voting in the negative and Councilor Christopher M. Peckham absent and not voting, and the motion failed to carry.

2. Mayor and order appropriating $50,000 from Facilities Maintenance, Expenses to:

Community Services, Demo Lien	$ 25,000
Community Services, Vacant Lot	$ 25,000
TOTAL:	$ 50,000

On a motion made by Councilor Bradford L. Kilby and seconded by Councilor Michelle M. Dionne, it was unanimously voted to lift the matter from the table, with Councilor Christopher M. Peckham absent and not voting. On a further motion made by Councilor Michelle M. Dionne and seconded by Councilor Leo O. Pelletier, it was unanimously voted to adopt the order, with Councilor Christopher M. Peckham absent and not voting.

3. Mayor and order appropriating $360,000 from the American Rescue Plan Act of 2021 to Financial Services, Expenses (objected 7-13-2021)

On a motion made by Councilor Bradford L. Kilby and seconded by Councilor Linda M. Pereira, it was unanimously voted to lift the matter from the table, with Councilor Christopher M. Peckham absent and not voting. On a further motion made by Councilor Bradford L. Kilby and seconded by Councilor Linda M. Pereira, it was voted 4 yeas, 4 nays to adopt the order, with Councilors Shawn E. Cadime, Michelle M. Dionne, Pam Laliberte-Lebeau and Council President Cliff Ponte voting in the negative, and the motion failed to carry, with Councilor Christopher M. Peckham absent and not voting.

4. Mayor requesting the Quarter 4 Report be submitted for review in August (Objected 7-13-2021)

On a motion made by Councilor Bradford L. Kilby and seconded by Councilor Pam Laliberte-Lebeau, it was unanimously voted to lift the matter from the table, with Councilor Christopher M. Peckham absent and not voting. On a further motion made by Councilor Bradford L. Kilby and

seconded by Councilor Michelle M. Dionne, it was unanimously voted to accept the report and place it on file, with Councilor Christopher M. Peckham absent and not voting.

11. Mayor and Memorandum of Agreement between the Fall River Teamsters Local 251 and the City of Fall River

On a motion made by Councilor Shawn E. Cadime and seconded by Councilor Michelle M. Dionne, it was unanimously voted to take item #11 out of order, with Councilor Christopher M. Peckham absent and not voting. On a further motion made by Councilor Shawn E. Cadime and seconded by Councilor Bradford L. Kilby, it was unanimously voted to adopt the order, with Councilor Christopher M. Peckham absent and not voting.
Approved, August 18, 2021, Paul E. Coogan, Mayor

12. Mayor and Memorandum of Agreement between the Fall River Environmental Police, MCOP Local 491 and the City of Fall River

On a motion made by Councilor Shawn E. Cadime and seconded by Councilor Leo O. Pelletier, it was unanimously voted to take item #12 out of order, with Councilor Christopher M. Peckham absent and not voting. On a further motion made by Councilor Shawn E. Cadime and seconded by Councilor Leo O. Pelletier, it was unanimously voted to adopt the order, with Councilor Christopher M. Peckham absent and not voting.
Approved, August 18, 2021, Paul E. Coogan, Mayor

13. Mayor and Memorandum of Agreement between the Fall River Police Superior Officers' Association, MA Coalition of Police, Local 1844 and the City of Fall River

On a motion made by Councilor Shawn E. Cadime and seconded by Councilor Bradford L. Kilby, it was unanimously voted to take item #13 out of order, with Councilor Christopher M. Peckham absent and not voting. On a further motion made by Councilor Shawn E. Cadime and seconded by Councilor Bradford L. Kilby, it was unanimously voted to adopt the order, with Councilor Christopher M. Peckham absent and not voting.
Approved, August 18, 2021, Paul E. Coogan, Mayor

6. Mayor and order appropriating $389,200 from the General Fund Stabilization Fund to:

Police, Salaries	$ 313,400
Community Maintenance, Salaries	$ 75,800
TOTAL:	$ 389,200

On a motion made by Councilor Shawn E. Cadime and seconded by Councilor Bradford L. Kilby, it was voted 7 yeas, 1 nay to adopt the order, with Councilor Michelle M. Dionne voting in the negative and Councilor Christopher M. Peckham absent and not voting.

7. Mayor and orders to accept and expend the following grants:

MassCALL3 $ 250,000

On a motion made by Councilor Bradford L. Kilby and seconded by Councilor Leo O. Pelletier, it was unanimously voted to adopt the order, with Councilor Christopher M. Peckham absent and not voting.
Approved, August 18, 2021, Paul E. Coogan, Mayor

Mass in Motion $ 50,000

On a motion made by Shawn E. Cadime and seconded by Councilor Michelle M. Dionne, it was unanimously voted to refer the order to the Committee on Finance, with Councilor Christopher M. Peckham absent and not voting.

Mass Trails $ 42,950

On a motion made by Shawn E. Cadime and seconded by Councilor Michelle M. Dionne, it was unanimously voted to refer the order to the Committee on Finance, with Councilor Christopher M. Peckham absent and not voting.

Public Works & Economic Adjustment Assistance Program $1,056,000

On a motion made by Shawn E. Cadime and seconded by Councilor Pam Laliberte-Lebeau, it was unanimously voted to refer the order to the Committee on Finance, with Councilor Christopher M. Peckham absent and not voting.

Sex Offender Address Verification $ 30,000

On a motion made by Councilor Bradford L. Kilby and seconded by Councilor Linda M. Pereira, it was voted 5 yeas, 3 nays to adopt the order, with Councilors Shawn E. Cadime, Michelle M. Dionne, and Councilor President Cliff Ponte voting in the negative and with Councilor Christopher M. Peckham absent and not voting.

8. Mayor requesting termination of the appointment of Mackenzie Silvia as Constable

A motion was made by Councilor Trott Lee and seconded by Councilor Leo O. Pelletier to accept the communication and place it on file, with Councilor Christopher M. Peckham absent and not voting. A subsequent motion was made by Councilor Bradford L. Kilby to table the matter but received no second. The City Clerk read the Police Chief's letter outlining the reasons for the request into the record. On yet a further motion made by Councilor Shawn E. Cadime and seconded by Councilor Trott Lee, it was unanimously voted to approve the request for termination of the appointment, with Councilor Christopher M. Peckham absent and not voting

9. Mayor and order accepting gift of the Vietnam Memorial Wall

On a motion made by Councilor Linda M. Pereira and seconded by Councilor Bradford L. Kilby, it was unanimously voted to adopt the order, with Councilor Christopher M. Peckham absent and not voting.

Approved, August 18, 2021, Paul E. Coogan, Mayor

14. Mayor and order to execute Administrative Order of Consent with the Environmental Protection Agency for the Combined Sewer Overflow (CSO) Court Order

On a motion made by Bradford L. Kilby and seconded by Councilor Michelle M. Dionne, it was unanimously voted to refer the order to the Committee on Finance, with Councilor Christopher M. Peckham absent and not voting.

15. Mayor and order to execute Amendment to the Combined Sewer Overflow (CSO) Federal Court Order No. 1:87-CV-03067

On a motion made by Linda M. Pereira and seconded by Councilor Bradford L. Kilby, it was unanimously voted to refer the order to the Committee on Finance, with Councilor Christopher M. Peckham absent and not voting.

16. Mayor and proposed Fiscal Year 2022 water and sewer rates

On a motion made by Councilor Leo O. Pelletier and seconded by Councilor Linda M. Pereira, it was voted 5 yeas, 3 nays to refer the proposed ordinance to the Committee on Ordinances and Legislation, with Councilors Shawn E. Cadime, Michelle M. Dionne and Trott Lee voting in the negative and Councilor Christopher M. Peckham absent and not voting.

PRIORITY COMMUNICATIONS

17. Traffic Commission recommending amendments to traffic ordinances

On a motion made by Councilor Shawn E. Cadime and seconded by Councilor Michelle M. Dionne, it was unanimously voted to refer the proposed ordinances to the Committee on Ordinances and Legislation, with Councilor Christopher M. Peckham absent and not voting.

18. Planning Board recommending approval of request to post and maintain a plaque on city owned property (westerly end of Remington Avenue) in memory of the late Roy Rogers (subject to conditions)

On a motion made by Councilor Trott Lee and seconded by Councilor Linda M. Pereira, it was unanimously voted to approve the request with the following conditions: Final text, design, material, size and exact location of plaque shall be determined through consultation between the Planning Director and proponent and shall be submitted to the Planning Board for final approval. Cost of the project shall be the responsibility of the proponent, with Councilor Christopher M. Peckham absent and not voting.

19. Board of Election Commissioners and order designating polling places for the Preliminary Municipal Election on September 21, 2021 and Municipal Election on November 2, 2021

On a motion made by Councilor Trott Lee and seconded by Councilor Michelle M. Dionne, it was unanimously voted to adopt the order, with Councilor Christopher M. Peckham absent and not voting.

20. Planning Board recommending acceptance of Detroit Street from Stevens Street to Omaha Street

On a motion made by Councilor Bradford L. Kilby and seconded by Councilor Leo O. Pelletier, it was unanimously voted to approve the recommendation and adopt the order, with Councilor Christopher M. Peckham absent and not voting.

COMMITTEE REPORTS

Committee on Public Works and Transportation recommending:

Grant leave to withdraw:

21. Resolution – Discuss safety hazard created by limited lighting on public streets

On a motion made by Councilor Michelle M. Dionne and seconded by Councilor Leo O. Pelletier, it was unanimously voted to grant the resolution leave to withdraw, with Councilor Christopher M. Peckham absent and not voting.

Adoption:

22. Order – Curb removal for Kristin Bagnell, 4621 North Main Street – Total of 36 feet at 4621 North Main Street

On a motion made by Councilor Shawn E. Cadime and seconded by Councilor Bradford L. Kilby, it was voted 8 yeas to adopt the order, with Councilor Christopher M. Peckham absent and not voting.

Approved, August 18, 2021, Paul E. Coogan, Mayor

23. Order – Curb removal for Jordan Camara, 91 Pelham Street – Total of 41 feet on Mott Street (corner lot)

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

Approved, August 18, 2021, Paul E. Coogan, Mayor

24. Order – Curb removal for Matthew Medeiros, 316 Gifford Road, Westport, MA – Total of 27.5 feet at 33-35 Ward Street

On a motion made by Councilor Shawn E. Cadime and seconded by Councilor Michelle M. Dionne, it was unanimously voted to adopt the order, with Councilor Christopher M. Peckham absent and not voting.
Approved, August 18, 2021, Paul E. Coogan, Mayor

25. Final Report – Acceptance of Chestnut Hill Drive from North Main Street to a dead end

On a motion made by Councilor Shawn E. Cadime and seconded by Councilor Michelle M. Dionne, it was unanimously voted to accept the final report, with Councilor Christopher M. Peckham absent and not voting.
Approved, August 18, 2021, Paul E. Coogan, Mayor.

26. Final Report – Acceptance of Bell Street from Corbett Street to Canedy Street

On a motion made by Councilor Shawn E. Cadime and seconded by Councilor Leo O. Pelletier, it was unanimously voted to accept the final report, with Councilor Christopher M. Peckham absent and not voting.
Approved, August 18, 2021, Paul E. Coogan, Mayor

Committee on Public Safety recommending:

Grant leave to withdraw:

27. Resolution – Discuss safety concerns at North Main and Weaver Streets

On a motion made by Councilor Shawn E. Cadime and seconded by Councilor Leo O. Pelletier, it was unanimously voted to grant the resolution leave to withdraw, with Councilor Christopher M. Peckham absent and not voting.

28. Resolution – Discuss speed and other public safety hazards on North Main Street

On a motion made by Councilor Shawn E. Cadime and seconded by Councilor Michelle M. Dionne, it was unanimously voted to grant the resolution leave to withdraw, with Councilor Christopher M. Peckham absent and not voting.

Committee on Ordinances and Legislation recommending:

All readings with Emergency Preamble:

29. Proposed Ordinance – Traffic, Handicapped Parking

On a motion made by Councilor Shawn E. Cadime and seconded by Councilor Michelle M. Dionne, it was voted 7 yeas to adopt the emergency preamble, with Councilor Leo O. Pelletier abstaining and Councilor Christopher M. Peckham absent and not voting. On a further motion made by Councilor Shawn E. Cadime and seconded by Councilor Michelle M. Dionne, it was unanimously voted to pass the proposed ordinance through first reading, second reading, passed to be enrolled and passed to be ordained, with Councilor Leo O. Pelletier abstaining and Councilor Christopher M. Peckham absent and not voting.
Approved, August 18, 2021, Paul E. Coogan, Mayor

First Reading:

30. Proposed Ordinance – Traffic, Miscellaneous

On a motion made by Councilor Shawn E. Cadime and seconded by Councilor Michelle M. Dionne, it was unanimously voted to pass the ordinance through first reading, with Councilor Christopher M. Peckham absent and not voting.

ORDINANCES – None

RESOLUTIONS

31. Community Preservation Committee be invited to a future meeting of the Committee on Finance to provide overview of approved projects

On a motion made by Councilor Shawn E. Cadime and seconded by Councilor Trott Lee, it was unanimously voted to adopt the resolution, with Councilor Christopher M. Peckham absent and not voting.

CITATIONS

32. Family of the late Paul R. L. Roy – Promoting quality care and patient safety

On a motion made by Councilor Shawn E. Cadime and seconded by Councilor Linda M. Pereira, it was unanimously voted to adopt the citation, with Councilor Christopher M. Peckham absent and not voting.

33. Richard S. Aguiar – 50 years of service to the Fall River Emergency Management Agency

On a motion made by Councilor Linda M. Pereira and seconded by Councilor Michelle M. Dionne, it was unanimously voted to adopt the citation, with Councilor Christopher M. Peckham absent and not voting.

34. Frank Andrade – Dedicated service to the citizens of Fall River

On a motion made by Councilor Shawn E. Cadime and seconded by Councilor Michelle M. Dionne, it was unanimously voted to adopt the citation, with Councilor Christopher M. Peckham absent and not voting.

ORDERS – HEARINGS

Curb Removals:

35. Lais Sajeda Begum, 248 Hancock Street – Total of 46 feet at 248 Hancock Street

On a motion made by Councilor Leo O. Pelletier and seconded by Councilor Michelle M. Dionne, it was unanimously voted to refer the order to the Committee on Public Works and Transportation, with Councilor Christopher M. Peckham absent and not voting.

36. Luis and Sonia Sousa, 227 Walter Street – Total of 30 feet at 227 Walter Street

On a motion made by Councilor Linda M. Pereira and seconded by Councilor Shawn E. Cadime, it was unanimously voted to adopt the order, with Councilor Christopher M. Peckham absent and not voting.

Approved, August 18, 2021, Paul E. Coogan, Mayor

Joint Pole Location:

37. Globe Mills Avenue – One (1) joint pole location

On a motion made by Councilor Bradford L. Kilby and seconded by Councilor Pam Laliberte-Lebeau, it was unanimously voted to adopt the order, with Councilor Christopher M. Peckham absent and not voting.

Approved, August 18, 2021, Paul E. Coogan, Mayor

Joint Pole Relocation:

38. Downing Street – One (1) joint pole re-location

On a motion made by Councilor Linda M. Pereira and seconded by Councilor Michelle M. Dionne, it was unanimously voted to adopt the order, with Councilor Christopher M. Peckham absent and not voting.

Approved, August 18, 2021, Paul E. Coogan, Mayor

ORDERS – HEARING TO BE SCHEDULED

Auto Repair Shop License:

39. Jason Ventura d/b/a AA Auto Repair & Sales LLC located at 401 Bedford Street

On a motion made by Councilor Linda M. Pereira and seconded by Councilor Shawn E. Cadime, it was unanimously voted to adopt the order, with Councilor Christopher M. Peckham absent and not voting.

ORDERS – MISCELLANEOUS

40. Police Chief's Report on Licenses:

Taxicab Drivers:

Michael Diniz	James Soares Gouveia Jr.	Michael Migliori
Judy B. Palani	Tamara Robinson	Dedra Stephens

On a motion made by Councilor Trott Lee and seconded by Councilor Linda M. Pereira, it was unanimously voted to adopt the order, with Councilor Christopher M. Peckham absent and not voting.

41. Auto Repair Shop License Renewals:

Kenneth Rapoza, JR'S Superlube, Inc. located at 155 Milliken Boulevard

Kenneth Rapoza, JR'S Superlube, Inc. located at 334 Rhode Island Avenue

On a motion made by Councilor Shawn E. Cadime and seconded by Councilor Linda M. Pereira, it was unanimously voted to adopt the order, with Councilor Christopher M. Peckham absent and not voting.

Approved, August 18, 2021, Paul E. Coogan, Mayor

42. Auto Body Shop License Renewal:

Manuel Felix d/b/a Felix Auto Collision Center located at 1201 Slade Street

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

Approved, August 18, 2021, Paul E. Coogan, Mayor

43. Transfer of auto repair shop license no. 8 located at 260 Linden Street from John H. Knight d/b/a Knight's Quality Service Station, Inc. to Fouad C. Rechmani, Knight's Quality Service Station, Co.

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

Approved, August 18, 2021, Paul E. Coogan, Mayor

44. Transfer of auto repair shop license no. 301 located at 65 Tower Street from Ruben Oliveira d/b/a Auto Doc to Paulo Pereira, Pereira Enterprise Auto & Diesel Repair, LLC

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

Approved, August 18, 2021, Paul E. Coogan, Mayor

COMMUNICATIONS – INVITATIONS – PETITIONS

45. Claims

On a motion made by Councilor Linda M. Pereira and seconded by Councilor Michelle M. Dionne, it was unanimously voted to refer the claims to Corporation Counsel, with Councilor Christopher M. Peckham absent and not voting.

On a motion made by Councilor Bradford L. Kilby and seconded by Councilor Shawn E. Cadime, it was unanimously voted to take the items #46 through #50 together, with Councilor Christopher M. Peckham absent and not voting.

City Council Meeting Minutes:

46. Public Hearings – July 13, 2021
47. Committee on Finance – June 22, 2021
48. Committee on Finance – June 29, 2021
49. Regular Meeting of the City Council – June 22, 2021
50. Regular Meeting of the City Council – July 13, 2021

On a motion made by Councilor Shawn E. Cadime and seconded by Councilor Michelle M. Dionne, it was unanimously voted to approve the minutes, with Councilor Christopher M. Peckham absent and not voting.

51. KP Law, P.C. invoice for professional services from March 31 through June 30, 2021

On a motion made by Councilor Bradford L. Kilby and seconded by Councilor Shawn E. Cadime, it was unanimously voted to approve the invoice, with Councilor Christopher M. Peckham absent and not voting.

52. Street opening request for pavement less than 5 years located at 522 Buffinton Street

On a motion made by Councilor Bradford L. Kilby and seconded by Councilor Leo O. Pelletier, it was unanimously voted to approve the request, with Councilor Shawn E. Cadime voting in the negative and Councilor Christopher M. Peckham absent and not voting.
Approved, August 18, 2021, Paul E. Coogan, Mayor

53. Assistant Corporation Counsel Response to Open Meeting Law complaint filed by Jo C. Goode re: June 22, 2021 alleged violation by the Fall River City Council

On a motion made by Councilor Linda M. Pereira and seconded by Councilor Michelle M. Dionne, it was unanimously voted to accept the communication and place it on file,with Councilor Christopher M. Peckham absent and not voting.

54. Structure On or Over a Public Way Permit – Awning for Kam's Laundry, 415 Second Street

On a motion made by Councilor Linda M. Pereira and seconded by Councilor Shawn E. Cadime, it was unanimously voted to approve the permit, with Councilor Christopher M. Peckham absent and not voting.

56. Drainlayer licenses as follows:
    a. Geosearch, Inc.
    b. A. DiFazio Construction, Inc.
    c. W.C. Smith & Son, Inc.
    d. Rosciti Construction Company, LLC

On a motion made by Councilor Linda M. Pereira and seconded by Councilor Michelle M. Dionne, it was unanimously voted to approve the licenses, with Councilor Christopher M. Peckham absent and not voting.
Approved, August 18, 2021, Paul E. Coogan, Mayor.

BULLETINS – NEWSLETTERS – NOTICES

57. D.P.U. re: National Grid for approval of deferral of Major Storm Threshold Amounts for Calendar year 2020

On a motion made by Councilor Bradford L. Kilby and seconded by Councilor Linda M. Pereira, it was unanimously voted to accept the communication and place it on file, with Councilor Christopher M. Peckham absent and not voting.

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

Committee on Real Estate recommendation (if received):

30a. Order – Easement to Reverse Mortgage Funding LLC of 81 Greenleaf Street

On a motion made by Councilor Shawn E. Cadime and seconded by Councilor Leo O. Pelletier, it was voted 7 yeas to adopt the order, with Council President Cliff Ponte abstaining and Councilor Christopher M. Peckham absent and not voting.

On a motion made by Councilor Linda M. Pereira and seconded by Councilor Bradford L. Kilby, it was unanimously voted to adjourn at 9:41 p.m.

List of documents and other exhibits used during the meeting:
Agenda packet (attached)
DVD of meeting
Police Chief's recommendation letter to terminate Constable of MacKenzie Silvia as Constable

A true copy. Attest:

Alison M Bouchard
City Clerk

In City Council, September 28, 2021
Approved.

City of Fall River Massachusetts
Office of the City Clerk

RECEIVED

2021 AUG 13 A 11:39

CITY CLERK
FALL RIVER, MA

ALISON M. BOUCHARD
CITY CLERK

INÊS LEITE
ASSISTANT CITY CLERK

MEETINGS SCHEDULED
CITY COUNCIL CHAMBER, ONE GOVERNMENT CENTER

MONDAY, AUGUST 16, 2021
5:15 P.M. CITY COUNCIL COMMITTEE ON REAL ESTATE

TUESDAY, AUGUST 17, 2021

AGENDA

5:55 P.M. CITY COUNCIL PUBLIC HEARINGS

Curb Removals

1. Lais Sajeda Begum, 248 Hancock Street, for the removal of curbing as follows:

	Existing opening	Curbing to be removed	Curbing to be added	Proposed opening after alteration
248 Hancock Street	23'	23'	0'	46'

The petitioner has an existing 23 foot driveway opening on the east side of the property and is requesting the removal of 23 feet of curbing on the west side of the property to create a horseshoe driveway to allow for additional parking and easier access.

2. Luis and Sonia Sousa, 227 Walter Street, for the removal of curbing as follows:

	Existing Driveway	Proposed Driveway Access	Existing To Be Replaced	Total Driveway Access
227 Walter Street	16'	14'	0'	30'

The petitioner is requesting the removal of 14 feet of curbing to widen the existing 16 foot driveway opening in front of the home to allow for additional parking.

Joint Pole Location

3. Massachusetts Electric Company and Verizon New England, Inc. for one jointly owned pole location as follows:

Globe Mills Avenue — One (1) joint pole location

To install a new 45 foot pole between poles 10 and 11 on Globe Mills Avenue, to be numbered 10-50. The pole will be approximately 95 feet west of pole 10 and approximately 55 feet east of pole 11. This pole is being installed in order to be used as a primary feed to the new Vista Way four lot subdivision. In accordance with Plan No. 30409106 dated July 22, 2021.

Joint Pole Relocation

4. Massachusetts Electric Company and Verizon New England, Inc. for one joint pole re-location as follows:

Downing Street — One (1) joint pole re-location

National Grid requests installation of a new 35 foot JO stub pole with anchor and guy in the public way a few feet east of 136 Downing Street and approximately 29 feet north of Pole 5. The customer requested that the existing pole and guy wire in the yard be removed to make way for future expansion. In accordance with Plan No. 30404241 dated June 23, 2021.

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
2. *Discussion of Fiscal Year 2021 – Quarter 4 Budget Report
3. Transfers and appropriations (see item #6 below)

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 and order appropriating $1,677,400 from the General Fund Stabilization Fund to:

Facilities Maintenance, Capital	$ 150,000
Community Maintenance, Capital	$ 937,100
Police, Capital	$ 410,300
Fire & Emergency Services, Capital	$ 180,000
TOTAL:	$1,677,400 (objected 7-13-2021)

2. *Mayor and order appropriating $50,000 from Facilities Maintenance, Expenses to:

Community Services, Demo Lien	$ 25,000
Community Services, Vacant Lot	$ 25,000
TOTAL:	$ 50,000 (objected 7-13-2021)

3. *Mayor and order appropriating $360,000 from the American Rescue Plan Act of 2021 to Financial Services, Expenses (objected 7-13-2021)
4. *Mayor requesting the Quarter 4 Report be submitted for review in August (objected 7-13-2021)
5. *Mayor requesting the appointment of Micalla R. Britto as Veterans' Agent
6. *Mayor and order appropriating $389,200 from the General Fund Stabilization Fund to:

Police, Salaries	$ 313,400
Community Maintenance, Salaries	$ 75,800
TOTAL:	$ 389,200

7. *Mayor and orders to accept and expend the following grants:

MassCALL3	$ 250,000
Mass In Motion	$ 50,000
Mass Trails	$ 42,950
Public Works & Economic Adjustment Assistance Program	$1,056,000
Sex Offender Address Verification	$ 30,000

8. *Mayor requesting termination of the appointment of Mackenzie Silvia as Constable
9. *Mayor and order accepting gift of the Vietnam Memorial Wall
10. *Mayor requesting approvals as follows:
    a. TIE Agreement for 529 Eastern Avenue LLC located at 529 Eastern Avenue
    b. TIE Agreement for 66 Troy Street LLC located at 66 Troy Street
    c. TIE Agreement for Downtown Development LLC located at 38 Third Street

11. *Mayor and Memorandum of Agreement between the Fall River Teamsters Local 251 and the City of Fall River
12. *Mayor and Memorandum of Agreement between the Fall River Environmental Police, MCOP Local 491 and the City of Fall River
13. *Mayor and Memorandum of Agreement between the Fall River Police Superior Officers' Association, MA Coalition of Police, Local 1844 and the City of Fall River
14. *Mayor and order to execute Administrative Order of Consent with the Environmental Protection Agency for the Combined Sewer Overflow (CSO) Court Order
15. *Mayor and order to execute Amendment to the Combined Sewer Overflow (CSO) Federal Court Order No. 1:87-CV-03067
16. *Mayor and proposed Fiscal Year 2022 water and sewer rates

PRIORITY COMMUNICATIONS

17. *Traffic Commission recommending amendments to traffic ordinances
18. *Planning Board recommending approval of request to post and maintain a plaque on city owned property (westerly end of Remington Avenue) in memory of the late Roy Rogers (subject to conditions)
19. *Board of Election Commissioners and order designating polling places for the Preliminary Municipal Election on September 21, 2021 and Municipal Election on November 2, 2021
20. *Planning Board recommending acceptance of Detroit Street from Stevens Street to Omaha Street

COMMITTEE REPORTS

Committee on Public Works and Transportation recommending:

Grant leave to withdraw:

21. *Resolution – Discuss safety hazard created by limited lighting on public streets

Adoption:

22. *Order – Curb removal for Kristin Bagnell, 4621 North Main Street – Total of 36 feet at 4621 North Main Street
23. *Order – Curb removal for Jordan Camara, 91 Pelham Street – Total of 41 feet on Mott Street (corner lot)
24. *Order – Curb removal for Matthew Medeiros, 316 Gifford Road, Westport, MA – Total of 27.5 feet at 33-35 Ward Street
25. *Final Report – Acceptance of Chestnut Hill Drive from North Main Street to a dead end
26. *Final Report – Acceptance of Bell Street from Corbett Street to Canedy Street

Committee on Public Safety recommending:

Grant leave to withdraw:

27. *Resolution – Discuss safety concerns at North Main and Weaver Streets
28. *Resolution – Discuss speed and other public safety hazards on North Main Street

Committee on Ordinances and Legislation recommending:

All readings with Emergency Preamble:

29. *Proposed Ordinance – Traffic, Handicapped Parking

First Reading:

30. *Proposed Ordinance – Traffic, Miscellaneous

ORDINANCES – None

RESOLUTIONS

31. *Community Preservation Committee be invited to a future meeting of the Committee on Finance to provide overview of approved projects

CITATIONS

32. Family of the late Paul R. L. Roy – Promoting quality care and patient safety
33. Richard S. Aguiar – 50 years of service to the Fall River Emergency Management Agency
34. Frank Andrade – Dedicated service to the citizens of Fall River

ORDERS – HEARINGS

Curb Removals:

35. Lais Sajeda Begum, 248 Hancock Street – Total of 46 feet at 248 Hancock Street
36. Luis and Sonia Sousa, 227 Walter Street – Total of 30 feet at 227 Walter Street

Joint Pole Location:

37. Globe Mills Avenue – One (1) joint pole location

Joint Pole Relocation:

38. Downing Street – One (1) joint pole re-location

ORDERS – HEARING TO BE SCHEDULED

Auto Repair Shop License:

39. Jason Ventura d/b/a AA Auto Repair & Sales LLC located at 401 Bedford Street

ORDERS – MISCELLANEOUS

40. Police Chief's Report on Licenses:

Taxicab Drivers:

Michael Diniz	James Soares Gouveia Jr.	Michael Migliori
Judy B. Palani	Tamara Robinson	Dedra Stephens

41. Auto Repair Shop License Renewals:
Kenneth Rapoza, JR'S Superlube, Inc. located at 155 Milliken Boulevard
Kenneth Rapoza, JR'S Superlube, Inc. located at 334 Rhode Island Avenue

42. Auto Body Shop License Renewal:
Manuel Felix d/b/a Felix Auto Collision Center located at 1201 Slade Street

43. Transfer of auto repair shop license no. 8 located at 260 Linden Street from John H. Knight d/b/a Knight's Quality Service Station, Inc. to Fouad C. Rechmani, Knight's Quality Service Station, Co.

44. Transfer of auto repair shop license no. 301 located at 65 Tower Street from Ruben Oliveira d/b/a Auto Doc to Paulo Pereira, Pereira Enterprise Auto & Diesel Repair, LLC

COMMUNICATIONS – INVITATIONS – PETITIONS

45. *Claims

City Council Meeting Minutes:

46. *Public Hearings – July 13, 2021
47. *Committee on Finance – June 22, 2021
48. *Committee on Finance – June 29, 2021
49. *Regular Meeting of the City Council – June 22, 2021
50. *Regular Meeting of the City Council – July 13, 2021

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

51. *KP Law, P.C. invoice for professional services from March 31 through June 30, 2021
52. *Street opening request for pavement less than 5 years located at 522 Buffinton Street
53. *Assistant Corporation Counsel response to Open Meeting Law complaint filed by Jo C. Goode re: June 22, 2021 alleged violation by the Fall River City Council
54. Structure On or Over a Public Way Permit – Awning for Kam's Laundry, 415 Second Street
55. *Deputy Director of EMS requesting permission to hang 3 banners from the railings of Government Center for "National Overdose Awareness Day"
56. Drainlayer licenses as follows:
    a. Geosearch, Inc.
    b. A. DiFazio Construction, Inc.
    c. W.C. Smith & Son, Inc.
    d. Rosciti Construction Company, LLC

BULLETINS – NEWSLETTERS – NOTICES

57. *D.P.U. re: National Grid for approval of deferral of Major Storm Threshold Amounts for calendar year 2020

Chris Leite
Assistant City Clerk

ITEMS FILED AFTER THE AGENDA DEADLINE:
CITY COUNCIL MEETING DATE: AUGUST 17, 2021

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

Committee on Real Estate recommendation (if received):

30a. Order – Easement to Reverse Mortgage Funding LLC of 81 Greenleaf Street

TUESDAY, AUGUST 24, 2021
5:30 P.M. CITY COUNCIL COMMITTEE ON PUBLIC SAFETY

City of Fall River
Massachusetts
Office of the Mayor

RECEIVED

2021 JUL -8 P 12: 27

CITY CLERK
FALL RIVER, MA

PAUL E. COOGAN
Mayor

July 6, 2021

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

Dear Honorable Council Members:

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

1.	$150,000	That the sum of $150,000 be, and the same is, hereby appropriated to the FACILITIES MAINTENANCE, CAPITAL from the GENERAL FUND STABILIZATION FUND.
2.	$937,100	That the sum of $937,100 be, and the same is, hereby appropriated to the COMMUNITY MAINTENANCE, CAPITAL from the GENERAL FUND STABILIZATION FUND.
3.	$410,300	That the sum of $410,300 be, and the same is, hereby appropriated to the POLICE, CAPITAL from the GENERAL FUND STABILIZATION FUND.
4.	$180,000	That the sum of $180,000 be, and the same is, hereby appropriated to the FIRE & EMERGENCY SERVICES, CAPITAL from the GENERAL FUND STABILIZATION FUND.

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

Best Regards,

Paul E Coogan

Paul E. Coogan
Mayor

PC/amos

CITY OF FALL RIVER
IN CITY COUNCIL

JUL 13 2021
Objected to and laid on the table in accordance with the Charter

One Government Center • Fall River, MA 02722
TEL (508) 324-2600 • FAX (508) 324-2626 • EMAIL mayor@fallriverma.org

City of Fall River, *In City Council*

July 13, 2021

1

ORDERED:

That the sum of $1,677,400 be, and the same is, hereby appropriated from the GENERAL FUND STABILIZATION FUND to the following:

FACILITIES MAINTENANCE, CAPITAL	$150,000
COMMUNITY MAINTENANCE, CAPITAL	$937,100
POLICE, CAPITAL	$410,300
FIRE & EMERGENCY SERVICES, CAPITAL	$180,000

CITY OF FALL RIVER
IN CITY COUNCIL
JUL 13 2021
Objected to and laid on the table in accordance with the Charter

FY22 Appropriation/Transfer Number Analysis

Line	Original/Revised Appropriation	Amount Transferred	Adjusted Balance
General Fund Stabilization Fund	$ 9,229,145.02	$ (1,677,400.00)	$ 7,551,745.02
Facilities Maintenance, Capital	$ -	$ 150,000.00	$ 150,000.00
Community Maintenance, Capital	$ -	$ 937,100.00	$ 937,100.00
Police, Capital	$ -	$ 410,300.00	$ 410,300.00
Fire & Emergency, Capital	$ -	$ 180,000.00	$ 180,000.00

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

Jennifer Argo, City Auditor
July 13, 2021

2

City of Fall River
Massachusetts
Office of the Mayor

RECEIVED

2021 JUL -8 P 12: 27

CITY CLERK
FALL RIVER, MA

PAUL E. COOGAN
Mayor

July 6, 2021

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

Dear Honorable Council Members:

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

1.	$25,000	That the sum of $25,000 be, and the same is, hereby appropriated to the COMMUNITY SERVICES, Transfer to Demo Lien from the FACILITIES MAINTENANCE, EXPENSES.
2.	$25,000	That the sum of $25,000 be, and the same is, hereby appropriated to the COMMUNITY SERVICES, Transfer to Vacant Lot from the FACILITIES MAINTENANCE, EXPENSES.

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

Best Regards,

Paul E Coogan

Paul E. Coogan
Mayor

PC/amos

CITY OF FALL RIVER
IN CITY COUNCIL

JUL 13 2021

Objected to and laid on the table in accordance with the Charter

One Government Center • Fall River, MA 02722
TEL (508) 324-2600 • FAX (508) 324-2626 • EMAIL mayor@fallriverma.org

City of Fall River, *In City Council*

2

July 13, 2021

2

ORDERED:

That the sum of $50,000 be, and the same is, hereby appropriated from the FACILITIES MAINTENANCE, EXPENSES to the following:

COMMUNITY SERVICES, Transfer to Demo Lien	$25,000
COMMUNITY SERVICES, Transfer to Vacant Lot	$25,000

CITY OF FALL RIVER
IN CITY COUNCIL

JUL 13 2021
Objected to and laid on the table in accordance with the Charter

FY22 Appropriation/Transfer Number Analysis

Line	Original/Revised Appropriation	Amount Transferred	Adjusted Balance
Facilities Maintenance, Expenses	$ 1,882,972.00	$ (50,000.00)	$ 1,832,972.00
Community Services, Transfer to Demo Lien	$ 15,000.00	$ 25,000.00	$ 40,000.00
Community Services, Transfer to Vacant Lot	$ 15,000.00	$ 25,000.00	$ 40,000.00

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

Jennifer Argo, City Auditor
July 13, 2021

2

2

City of Fall River Massachusetts
Office of the City Clerk

ALISON M. BOUCHARD
CITY CLERK

INÊS LEITE
ASSISTANT CITY CLERK

July 16, 2021

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

Dear Mayor Coogan,

At a meeting of the City Council held on July 13, 2021, a discussion was held relative to your request to appropriate $25,000 each to the Community Services, Demo Lien Account and Community Services, Vacant Lot Account from Facilities Maintenance, Expenses.

Following that discussion, it was requested to send a letter to the Administration to ask that the amount of these appropriations be increased to $45,000 for each account. If you have any questions in this regard, feel free to contact the City Council Office. Thank you for your consideration.

Very truly yours,

Alison M Bouchard

Alison M. Bouchard
City Clerk

cc: Mary L. Sahady, Director of Financial Services
Timothy P. McCoy, City Administrator

/ct

One Government Center • Fall River, MA 02722
TEL 508-324-2220 • FAX 508-324-2211 • EMAIL city_clerks@fallriverma.org

3

City of Fall River
Massachusetts
Office of the Mayor

PAUL E. COOGAN
Mayor

RECEIVED

2021 JUL -8 P 12: 27

CITY CLERK
FALL RIVER, MA

July 6, 2021

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

Dear Honorable Council Members:

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

1. $360,000 — That the sum of $360,000 be, and the same is, hereby appropriated to the FINANCIAL SERVICES, EXPENSES from the American Rescue Plan Act of 2021 under the category "To replace Public Sector Revenues that were lost due to the COVID-19 Pandemic".

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

Best Regards,

Paul E Coogan

Paul E. Coogan
Mayor

PC/amos

CITY OF FALL RIVER
IN CITY COUNCIL
JUL 13 2021
Objected to and laid on the table in accordance with the Charter

One Government Center • Fall River, MA 02722
TEL (508) 324-2600 • FAX (508) 324-2626 • EMAIL mayor@fallriverma.org

City of Fall River, *In City Council*

3

July 13, 2021

3

ORDERED:

That the sum of $360,000 be, and the same is, hereby appropriated from the American Rescue Plan Act of 2021 to FINANCIAL SERVICES, EXPENSES

CITY OF FALL RIVER
IN CITY COUNCIL
JUL 13 2021
Objected to and laid on the table in accordance with the Charter

FY22 Appropriation/Transfer Number Analysis

Line	Original/Revised Appropriation	Amount Transferred	Adjusted Balance
Financial Services, Expenses	$ 334,270.00	$ 360,000.00	$ 694,270.00

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

Jennifer Argo, City Auditor
July 13, 2021

6

4

City of Fall River
Massachusetts
Office of the Mayor

PAUL E. COOGAN
Mayor

RECEIVED

2021 JUL -8 P 12:27

CITY CLERK
FALL RIVER, MA

July 6, 2021

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

Dear Councilor President and Members of the Honorable Council:

I respectfully request your consideration in allowing the administration the ability to submit the Quarter 4 budget report to the Honorable Council at your August meeting instead of the July City Council meeting per the City of Fall River's Charter. The year-end actuals will not be completed in time for your only July meeting scheduled for the 13th.

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

Best Regards,

Paul E Coogan

Paul E. Coogan
Mayor

PC/amos

CITY OF FALL RIVER
IN CITY COUNCIL
JUL 13 2021
Objected to and laid on the table in accordance with the Charter

One Government Center • Fall River, MA 02722
TEL (508) 324-2600 • FAX (508) 324-2626 • EMAIL mayor@fallriverma.org

4

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

Auditor Division

PAUL E. COOGAN
Mayor

JENNIFER ARGO
City Auditor

June 23, 2021

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

Dear Mayor Coogan:

Under Article 6 (Finance and Fiscal Procedures), Section 6-8 (Quarterly Budget Updates) in the City of Fall River's Charter, it states "Quarterly budget updates shall be made by the mayor or a designee during the second regular monthly meeting of the city council in the months of January, April, July, and October." However, there is only one meeting in July and the last FY21 warrant will be processed on July 15th. The year-end actuals will not be complete by July's city council meeting. Therefore we are requesting to submit the Quarter 4 budget report to City Council in August to ensure a complete and accurate report.

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

Sincerely,

Jennifer Argo
City Auditor

One Government Center • Fall River, MA 02722
TEL (508) 324-2200 • FAX (508) 324-2204 • EMAIL auditors@fallriverma.org

5

City of Fall River
Massachusetts
Office of the Mayor

RECEIVED

2021 AUG -4 P 1:25

CITY CLERK
FALL RIVER, MA

PAUL E. COOGAN
Mayor

August 4, 2021

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

Council President and Members of the Honorable Council:

I hereby make the following appointment:

Name:	Micaila R. Britto
Address:	9 Stanley Avenue Taunton, MA 02780
Position:	Veteran's Agent
Effective date:	September 7, 2021
Salary:	$ 64,058.51 annually
Term will Expire:	September 7, 2023

Sincerely,

Paul E. Coogan

Paul E. Coogan
Mayor

Cc: Auditor's Office
Human Resources

6

City of Fall River
Massachusetts
Office of the Mayor

PAUL E. COOGAN
Mayor

2021 AUG 11 P 1:50

CITY CLERK
FALL RIVER, MA

August 11, 2021

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

Dear Honorable Council Members:

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

1.	$ 313,400	That the sum of $313,400 be, and the same is, hereby appropriated to the POLICE – SALARIES AND WAGES from the GENERAL FUND STABILIZATION FUND.
2.	$ 75,800	That the sum of $75,800 be, and the same is, hereby appropriated to the DEPARTMENT OF COMMUNITY MAINTENANCE – SALARIES AND WAGES from the GENERAL FUND STABILIZATION FUND.

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

Best Regards,

Paul E Coogan

Paul E. Coogan
Mayor

One Government Center • Fall River, MA 02722
TEL (508) 324-2600 • FAX (508) 324-2626 • EMAIL mayor@fallriverma.org

City of Fall River, *In City Council*

6

August 17, 2021

1

ORDERED:

That the sum of $389,200 be, and the same is, hereby appropriated from the GENERAL FUND STABILIZATION FUND to the following:

POLICE, SALARIES	**$313,400**
COMMUNITY MAINTENANCE, SALARIES	**$75,800**

FY22 Appropriation/Transfer Number Analysis

Line	Original/Revised Appropriation	Amount Transferred	Adjusted Balance
General Fund Stabilization Fund	$ 9,229,145.02	$ (389,200.00)	$ 8,839,945.02
Police, Salaries	$ 22,098,798.00	$ 313,400.00	$ 22,412,198.00
Communitty Maintenance, Salaries	$ 5,027,921.00	$ 75,800.00	$ 5,103,721.00

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

Jennifer Argo, City Auditor
August 17, 2021

City of Fall River
Massachusetts
Office of the Mayor

PAUL E. COOGAN
Mayor

2021 AUG 12 P 1:55
CITY CLERK
FALL RIVER, MA

7

August 12, 2021

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

Dear Honorable Council Members:

I respectfully request that the City Council vote to accept and expend the following grants;

- Grant funding from the Commonwealth in the amount of $250,000 over two years ($125,000 per year) for the 3rd iteration of the Massachusetts Collaborative for Action, Leadership, and Learning, or "MassCALL3". Grant funding is scheduled to start on July 1, 2021 and will be overseen by the City's Health Department. Within the City of Fall River, MassCALL3 will build upon existing substance misuse prevention program capacity and experience to implement a comprehensive set of prevention services directed towards youth to stop and/or reduce the use of substances of first use, including alcohol, nicotine, and cannabis.
- Grant funding from the Commonwealth in the amount of $50,000 for Mass in Motion Grant. Grant funding is scheduled to start on July 1, 2021 and will increasing opportunities for healthy eating and active living in the places we live, learn, work, and play.
- Grant funding through Mass Trails in the amount of $42,950. through the Massachusetts Department of Conservation and Recreation's (DCR) and in coordination with the Massachusetts Department of Transportation (MassDOT). assist the construction, maintenance, and improvements for a variety of public trails including hiking trails, bikeways, and shared-use paths within the Bio Reserve.

One Government Center • Fall River, MA 02722
TEL (508) 324-2600 • FAX (508) 324-2626 • EMAIL mayor@fallriverma.org

7

- Grant funding through the Public Works & Economic Adjustment Assistance Programs in the amount of $1,056,000 to assist with the design and permitting of Mothers Brook and Innovation Way sewer expansion.
- Grant funding through the Commonwealth of Massachusetts Sex Offender Registry Board in the amount of $30,000 to assist with the Address Verification Program

Please do not hesitate to let me know if there are any questions.

Best Regards,

Paul E Coogan

Paul E. Coogan
Mayor

GRANTS FOR CITY COUNCIL APPROVAL, AUGUST 17, 2021

Grant Name	State &/or Federal Funding Source	Duration	Amount	Grant Director	Purpose
MassCALL3	MA DPH/SAMHSA	07/01/2021-06/30/2023	$250,000	Tess Curran	This grant will build upon existing substance misuse prevention program capacity and experience to implement a comprehensive set of prevention services directed towards youth to stop and/or reduce the use of substances of first use, including alcohol, nicotine, and cannabis.
Mass in Motion	MA DPH/CDC	07/01/2021-06/30/2022	$50,000 (contract amendment)	Tess Curran	This grant will increase the opportunities for healthy eating and active living in the places we live, learn, work, and play within the City of Fall River
Mass Trails	MA EOEEA/DOT/DCR	07/01/2021-06/30/2022	$42,950	Paul Ferland/Michael Labossiere	This grant will assist the construction, maintenance, and improvements for a variety of public trails including hiking trails, bikeways, and shared-use paths within the City of Fall River's Bio Reserve
Public Works & Economic Adjustment Assistance Programs	US Dept. of Commerce; Econ. Dev. Admin.	07/22/2021-07/21/2023	$1,056,000	Paul Ferland	This grant will assist with the design and permitting of Mothers Brook and Innovation Way sewer expansion within the City of Fall River
Sex Offender Address Verification Grant	Sex Offender Registry Board	07/01/2021-06/30/2022	$30,000	Police Department/Paul Gauvin	The Grant will assist the Fall River Police Department with their investigations on sex offenders that are in violation of their registration obligations and verify addresses of sex offenders in the City of Fall River.

City of Fall River, *In City Council*

7

ORDER:

The City of Fall River was awarded a grant through MassCall 3 in the amount of $125,000 for FY 2022, and $125,000 for FY 2023 totaling $250,000 with a duration from July 2021 through June 30, 2023. This grant will allow the City of Fall River to address substance misuse prevention and reduce use/misuse of first use (alcohol, cannabis, marijuana) among youth within the City of Fall River; and The City of Fall River desires to accept and expend a Grant in the amount of $250,000 over two years through the Department of Public Health, Bureau of Substance Addiction, for such prevention program in Fall River;

NOW, THEREFORE, BE IT VOTED BY THE CITY COUNCIL: That the Mayor be and is hereby authorized in the name of the City of Fall River to accept and expend a Grant through MassCall3 in the amount of $250,000 through the Massachusetts Department of Public Health, Bureau of Substance Addiction, to address substance misuse prevention and reduce use/misuse of substances of first use (alcohol, cannabis, marijuana) among youth in Fall River;

BE IT FURTHER VOTED: That the Mayor, on behalf of the City of Fall River, be and hereby is, authorized to execute any and all documents necessary in connection with said grant from the Department of Public Health, Bureau of Substance Addiction, including the expenditure thereof.

City of Fall River, *In City Council*

7

ORDER:

The City of Fall River was awarded a grant through Mass in Motion in the amount of $50,000 for FY 2022. This grant will increase opportunities for healthy eating and active living in the places we live, learn, work, and play. within the City of Fall River; and The City of Fall River desires to accept and expend a Grant in the amount of $50,000 through the Commonwealth of Massachusetts, Executive Office of Health and Human Services, Department of Public Health, for such prevention program in Fall River;

NOW, THEREFORE, BE IT VOTED BY THE CITY COUNCIL: That the Mayor be and is hereby authorized in the name of the City of Fall River to accept and expend a Grant through MassCall3 in the amount of $50,000 through the Massachusetts, Executive Office of Health and Human Services, Department of Public Health, to address increase opportunities for healthy eating and active living in the places we live, learn, work, and play. within the City of Fall River;

BE IT FURTHER VOTED: That the Mayor, on behalf of the City of Fall River, be and hereby is, authorized to execute any and all documents necessary in connection with said grant from the Massachusetts, Executive Office of Health and Human Services, Department of Public Health, including the expenditure thereof.

City of Fall River, *In City Council*

7

ORDER:

The City of Fall River was awarded a grant through Mass Trails in the amount of $42,950 with a duration from July 2021 through June 30, 2022. This grant will assist the construction, maintenance, and improvements for a variety of public trails including hiking trails, bikeways, and shared-use paths within the City of Fall River's Bio Reserve; and The City of Fall River desires to accept and expend the Grant in the amount of $42,950.00 through the Department of Community Utilities;

NOW, THEREFORE, BE IT VOTED BY THE CITY COUNCIL: That the Mayor be and is hereby authorized in the name of the City of Fall River to accept and expend a Grant through Mass Trails in the amount of $42,950. through the Massachusetts Department of Conservation and Recreation's (DCR) and in coordination with the Massachusetts Department of Transportation (MassDOT). assist the construction, maintenance, and improvements for a variety of public trails including hiking trails, bikeways, and shared-use paths within the City of Fall River's Bio Reserve.

BE IT FURTHER VOTED: That the Mayor, on behalf of the City of Fall River, be and hereby is, authorized to execute any and all documents necessary in connection with said grant from the Department of Conservation and Recreation's (DCR), including the expenditure thereof.

City of Fall River, *In City Council*

7

ORDER:

The City of Fall River was awarded a grant through Public Works & Economic Adjustment Assistance Programs in the amount of $1,056,000 with a duration from July 2021 through June 30, 2023. This grant will assist with the design and permitting of Mothers Brook and Innovation Way sewer expansion within the City of Fall River; and The City of Fall River desires to accept and expend the Grant in the amount of $1,056,000 through the Department of Community Utilities;

NOW, THEREFORE, BE IT VOTED BY THE CITY COUNCIL: That the Mayor be and is hereby authorized in the name of the City of Fall River to accept and expend a Grant through the Public Works & Economic Adjustment Assistance Programs in the amount of $1,056,000 to assist with the design and permitting of Mothers Brook and Innovation Way sewer expansion within the City of Fall River;

BE IT FURTHER VOTED: That the Mayor, on behalf of the City of Fall River, be and hereby is, authorized to execute any and all documents necessary in connection with said grant from the US Dept. of Commerce; Economic Development Administration, including the expenditure thereof.

City of Fall River, *In City Council*

7

ORDER:

The City of Fall River was awarded a grant through Sex Offender Registry Board in the amount of $30,000 with a duration from July 2021 through June 30, 2023. The Grant will assist the Fall River Police Department with their investigations on sex offenders that are in violation of their registration obligations and verify addresses of sex offenders in the City of Fall River; and The City of Fall River desires to accept and expend the Grant in the amount of $30,000 through the Police Department;

NOW, THEREFORE, BE IT VOTED BY THE CITY COUNCIL: That the Mayor be and is hereby authorized in the name of the City of Fall River to accept and expend a Grant through the Commonwealth of Massachusetts Sex Offender Registry Board in the amount of $30,000 to assist with the Address Verification Program within the City of Fall River;

BE IT FURTHER VOTED: That the Mayor, on behalf of the City of Fall River, be and hereby is, authorized to execute any and all documents necessary in connection with said grant from the Commonwealth of Massachusetts Sex Offender Registry Board, including the expenditure thereof.

8

City of Fall River
Massachusetts
Office of the Mayor

PAUL E. COOGAN
Mayor

RECEIVED
2021 AUG -3 P 2:40
CLERK
FALL RIVER, MA

August 3, 2021

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

RE: Mackenzie Silvia
654 High Street
Fall River, MA 02720
Constable License #83

Mr. President and Members of the Honorable Council:

In accordance with M.G.L. Chapter 41 Section 91:
In a city in which the city council accepts this section, or has accepted corresponding provisions of earlier laws, constables shall be appointed by the mayor for terms not exceeding three years. The mayor may, with the consent of the board of aldermen, remove a constable from office for gross misconduct.

Police Chief Jeffrey Cardoza recently recommended the termination of the appointment of Mackenzie Silvia as a constable for the City of Fall River. This requests was in regards to Mr. Silvia not being deemed a suitable person to be a licensed constable in the City. I am requesting your confirmation for the revocation of his constable license.

Thank you for your favorable consideration in this regard.

Paul E Coogan
Paul E. Coogan
Mayor

CC: Alison Bouchard, City Clerk
Jeffrey Cardoza, Chief of Police
Lt. Gregory Wiley, Office of Professional Standards
Christine Matton, FRPD

9

City of Fall River
Massachusetts
Office of the Mayor

Paul E. Coogan
Mayor

RECEIVED
2021 AUG -9 A 10: 12
CITY CLERK
FALL RIVER, MA

August 6, 2021

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

Re: Vietnam Memorial Wall Donation

Honorable Members of the City Council:

The Vietnam Veterans Memorial Wall Committee would like to donate the Vietnam Memorial Wall, located in Veterans Memorial Bicentennial Park, to the City of Fall River.

The Memorial Wall is valued at $1,400,000.00.

Your acceptance of this donation is respectfully requested.

Very Truly Yours,

Paul E. Coogan

Paul E. Coogan
Mayor

One Government Center • Fall River, MA 02722
TEL (508) 324-2600 • FAX (508) 324-2626 • EMAIL mayor@fallriverma.org

9

VIETNAM VETERANS MEMORIAL WALL COMMITTEE

IN FALL RIVER

June 8, 2021

Honorable Mayor Paul Coogan
One Government Center
Fall River, MA 02722

Dear Honorable Mayor Coogan:

As you are aware, the Vietnam Memorial Wall Committee worked vigorously to have a memorial for not only the fallen Vietnam War Veterans but all Veterans who served in Vietnam.
We wanted the memorial to be in Fall River among other Veteran Memorial monuments in (Veterans Memorial Bicentennial Park).

Now that it's complete, the committee would like to transfer ownership of the 1.4 million dollar memorial to the City of Fall River. We would like to make this transfer so the city may possess and take pride in this remarkable memorial.

Sincerely,

Joseph A. Marshall
President of the Vietnam Veterans'
Memorial Wall Committee

P.O. Box 4210 • Fall River, MA 02723
(508) 673-3300 | vietnamveteranswall@gmail.com | vietnammemorialwall.org
A 501 (c) (3) non-profit Corporation

9

City of Fall River, *In City Council*

ORDERED, that under the provisions of M.G.L. Ch. 44, Sec. 53A ½, the City of Fall River is hereby authorized to accept the gift of the Vietnam Memorial Wall, located in Veterans Memorial Bicentennial Park and valued at $1,400,000.00 from the Vietnam Veterans' Memorial Wall Committee.

10

City of Fall River
Massachusetts
Office of the Mayor

Paul E. Coogan
Mayor

RECEIVED
2021 AUG 12 A 10:07
CITY CLERK
FALL RIVER, MA

August 12, 2021

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

Dear Honorable Council Members:

At a Tax Increment Financing Board Meeting held on July 27, 2021, the Board approved the following:

- 529 Eastern Avenue LLC TIE Request
- 66 Troy Street LLC TIE Request
- Downtown Development LLC TIE Request

Your approval of these economic development incentives is respectfully requested.

Best Regards,

Paul E Coogan

Pau E. Coogan,
Mayor

One Government Center • Fall River, MA 02722
TEL (508) 324-2600 • FAX (508) 324-2626 • EMAIL mayor@fallriverma.org

City of Fall River, *In City Council*

10a

RESOLUTION

APPROVING
HOUSING DEVELOPMENT INCENTIVE
LOCAL TAX INCENTIVE
CERTIFIED PROJECT
OF
529 Eastern Avenue LLC

WHEREAS, 529 Eastern Avenue LLC has submitted a Housing Development Incentive Program (HDIP) Tax Increment Exemption Application to the City of Fall River and is seeking Certified Project Status under the Massachusetts Housing Development Incentive Program created by Chapter 40V of the Massachusetts General Laws and promulgated there under at 760 CMR 66.00 (HD TIE), and

WHEREAS, the City of Fall River has been designated a gateway municipality by the Commonwealth of Massachusetts and 529 Eastern Avenue LLC plans to invest an estimated $4,687,760 to create 10 market rate units, 2 100% AMI CPA residential units and 2 HOME funded residential units at 529 Eastern Avenue, Fall River, Massachusetts, and

WHEREAS, 529 Eastern Avenue LLC is seeking a Local Tax Increment Exemption as part of the Certified Project approval and HDIP-Investment Tax Credit and meets the minimum requirements of 760 CMR 66.00 and the project described in the Housing Development Incentive Program Tax Increment Exemption, and

WHEREAS, the proposed Local Housing Development Certified Project is located at 529 Eastern Avenue, Fall River, Massachusetts, which is within the boundaries of the gateway municipality of Fall River and a designated Housing Development Zone, and

WHEREAS, approval of the 529 Eastern Avenue LLC Housing Development Incentive Program Tax Increment Exemption Application in accordance with the above referenced laws, rules and regulations of the Commonwealth of Massachusetts is hereby accepted by the City Council, now therefore

BE IT RESOLVED that the City Council of Fall River approves the 529 Eastern Avenue LLC Housing Development Incentive Program Tax Increment Application and Exemption and forwards the same for final project certification to the Massachusetts Department of Housing and Community Development for its approval and endorsement.

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City of Fall River, *In City Council*

RESOLUTION

APPROVING
HOUSING DEVELOPMENT INCENTIVE
LOCAL TAX INCENTIVE
CERTIFIED PROJECT
OF
66 Troy Street LLC

WHEREAS, 66 Troy Street LLC has submitted a Housing Development Incentive Program (HDIP) Tax Increment Exemption Application to the City of Fall River and is seeking Certified Project Status under the Massachusetts Housing Development Incentive Program created by Chapter 40V of the Massachusetts General Laws and promulgated there under at 760 CMR 66.00 (HD TIE), and

WHEREAS, the City of Fall River has been designated a gateway municipality by the Commonwealth of Massachusetts and 66 Troy Street LLC or its Nominee, plans to invest an estimated $6,767,730 to create 27 market rate residential units at 66 Troy Street, Fall River, Massachusetts, and

WHEREAS, 66 Troy Street LLC is seeking a Local Tax Increment Exemption as part of the Certified Project approval and HDIP-Investment Tax Credit and meets the minimum requirements of 760 CMR 66.00 and the project described in the Housing Development Incentive Program Tax Increment Exemption, and

WHEREAS, the proposed Local Housing Development Certified Project is located at 66 Troy Street, Fall River, Massachusetts, which is within the boundaries of the gateway municipality of Fall River and a designated Housing Development Zone, and

WHEREAS, approval of the 66 Troy Street LLC Housing Development Incentive Program Tax Increment Exemption Application in accordance with the above referenced laws, rules and regulations of the Commonwealth of Massachusetts is hereby accepted by the City Council, now therefore

BE IT RESOLVED that the City Council of Fall River approves the 66 Troy Street Housing Development Incentive Program Tax Increment Application and Exemption and forwards the same for final project certification to the Massachusetts Department of Housing and Community Development for its approval and endorsement.

10c

City of Fall River, *In City Council*

RESOLUTION

APPROVING
HOUSING DEVELOPMENT INCENTIVE
LOCAL TAX INCENTIVE
CERTIFIED PROJECT
OF
Downtown Development LLC or Nominee

WHEREAS, Downtown Development LLC has submitted a Housing Development Incentive Program (HDIP) Tax Increment Exemption to the City of Fall River and is seeking Certified Project Status under the Massachusetts Housing Development Incentive Program created by Chapter 40V of the Massachusetts General Laws and promulgated there under at 760 CMR 66.00 (HD TIE), and

WHEREAS, the City of Fall River has been designated a gateway municipality by the Commonwealth of Massachusetts and Downtown Development LLC, or its Nominee, plans to invest an estimated $3,749,400 to create 15 market rate residential units at 38 Third Street, Fall River, Massachusetts, and

WHEREAS, Downtown Development LLC or its Nominee, is seeking a Local Tax Increment Exemption as part of the Certified Project approval and HDIP-Investment Tax Credit and meets the minimum requirements of 760 CMR 66.00 and the project described in the Housing Development Incentive Program Tax Increment Exemption, and

WHEREAS, the proposed Local Housing Development Certified Project is located at 38 Third Street, Fall River, Massachusetts, which is within the boundaries of the gateway municipality of Fall River and a designated Housing Development Zone, and

WHEREAS, approval of the Downtown Development LLC, or its Nominee. Housing Development Incentive Program Tax Increment Exemption in accordance with the above referenced laws, rules and regulations of the Commonwealth of Massachusetts is hereby accepted by the City Council, now therefore

BE IT RESOLVED that the City Council of Fall River approves the Downtown Development LLC, or its Nominee, Housing Development Incentive Program Tax Increment Application and Exemption and forwards the same for final project certification to the Massachusetts Department of Housing and Community Development for its approval and endorsement.

PAUL E. COOGAN
Mayor

City of Fall River
Massachusetts
Office of the Mayor

2021 AUG 11 P 1:50

CITY CLERK
FALL RIVER, MA

August 11, 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 Teamsters. The financial impact on the MOA is a retro amount of approximately $25,727 for fiscal year ended June 30, 2020 and $50,017 for fiscal year ending June 30, 2021or $302,838.

The total effect on the FY 2022 budget will be approximately $75,800. We were hopeful that this contract would have been settled in the prior year and monies would have been available. Unfortunately, it was not, and no monies were set aside in the FY22 budget to fund the retros. Currently, we are requesting a transfer from the stabilization fund in the of $75,800.

Your approval of the MOA as well as the transfer of funds is respectfully requested.

Best Regards,

Paul E Coogan

Paul E. Coogan
Mayor

One Government Center • Fall River, MA 02722
TEL (508) 324-2600 • FAX (508) 324-2626 • EMAIL mayor@fallriverma.org

//

MEMORANDUM OF AGREEMENT
BETWEEN
THE CITY OF FALL RIVER
and
THE FALL RIVER TEAMSTERS LOCAL 251

This **MEMORANDUM OF AGREEMENT** is entered into by and between the City of Fall River (hereinafter "the City") and the Fall River Teamsters Local 251, ("Union");

WHEREAS, the City and the Union are parties to a collective bargaining agreement for the period July 1, 2016, through and including June 30, 2019; and,

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

NOW, THEREFORE, in consideration of mutual covenants and promises, the Parties agree that the following changes will be made to the Parties' July 1, 2016, through and including June 30, 2019, agreement:

1. **Article 5: Wages**

a. **Across the board general increase**:

FY20:	1.5 %
FY21:	1.5 %

Across the board increases shall be effective for only employees employed at the date of ratification of the MOA. Increases shall not apply to any employee that leaves the City's employ prior to ratification.

b. <u>Section 5: Annual Incentive Pay:</u> Rewrite section

<u>A. Snow Removal Stipend:</u>

a. Refusals

Employees shall receive a penalty to their stipend of $250 if they refuse or miss one (1) overtime call for snow/ice removal. For each refusal beyond the first, such employees lose an additional $100 from their stipend. Employees that refuse or miss more than seven (7) overtime calls for snow/ice removal lose all eligibility for the Snow Removal Stipend.

b. If an employee responds back to DPW as available to work within 15 minutes of a message left on an answering machine, it shall not be counted as a missed call. If an employee has worked two (2) consecutive 8-hour shifts, including their regularly

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scheduled 8 hour shift, he/she shall be exempt from the missed call provision for 16 hours. Any overtime calls that would result in an employee working more than 16 hours do not result in a refusal.

This Agreement is subject to ratification by the City of Fall River and by the Fall River Teamsters Local 251. and to appropriation. This Agreement shall not be implemented unless the parties have ratified and fully executed the Agreement.

This Agreement has been duly executed by authorized representatives of the City of Fall River and by the Fall River Teamsters Local 251.

IN WITNESS WHEREOF, the Union and the City, by their authorized representatives, have set their hands to this Memorandum of Agreement on this 22 day of July, 2021.

FOR and on behalf of the City:		FOR and on behalf of Union:	
Paul E. Coogan	7/22/21 Date		7/22/2021 Date
	Date		Date
	Date		Date

11

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

Term of Agreement: Three (3) Year July 1, 2016 through June 30, 2019

Principals	Page 2
Article I, Union Recognition and Union Security	Page 2
Article II, Union Access to City Premises	Page 3
Article III, Shop Stewards	Page 4
Article IV, Grievance & Arbitration	Page 4
Article V, Wages	Page 5
Article VI, Work Week, Work Hours & Overtime	Page 8
Article VII, Holidays	Page 9
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Appendix B: Sick Leave Abuse Policy	Page 30
Appendix C: Seniority Policy	Page 31

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This agreement entered into 3rd day of March, 2017, by and between the City of Fall River, MA hereinafter referred to as the "City", and Teamsters Local Union No. 251, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the "Union."

PRINCIPLES

This agreement is entered into to facilitate the adjustment of grievances and disputes between the City and employees and to establish necessary procedures for the amicable adjustment of all disputes which may arise between the City and the union.

The City and the Union encourage the highest possible degree of practical, friendly, cooperative relationships between their respective representatives at all levels. The officials of the City and the Union realize that this goal depends primarily on cooperative attitudes between people in their respective organizations at all levels of responsibility and that proper attitudes must be based on full understanding of a regard for the respective rights and responsibility of both the City and employees.

There shall be no discrimination against any employees by reason of race, color, creed, sex, age or Union membership, or political belief or activities.

All references to employees in this Agreement designate both sexes and wherever the female/male gender is used it shall be construed to include male and female employees.

ARTICLE I

Union Recognition and Union Security

Section 1: The Employer hereby recognizes and acknowledges that the Union is the exclusive representative of all employees in the classifications and categories of work covered by this Agreement for the purpose of Collective Bargaining as provided by the State Labor Relations Commission. This includes all DPW employees working in scavenger (trash collection), patch and pot holes, yard waste, recycling, heavy items and mechanics, as well as all applicable employees of the Public Works Department of the City of Fall River excluding supervisors which shall be deemed to include the Director of the Department, Deputy Directors, and any other employees in a supervisory capacity.

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

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

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

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

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

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

ARTICLE II

Union Access to City Premises

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

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ARTICLE III

Shop Stewards

Section 1: The City recognizes the right of the Union to designate two (2) shop stewards and one (1) assistant shop steward from the regular employees in the bargaining unit. The authority of the shop stewards so designated by the Union shall be limited to and shall not exceed the following duties and activities: The past practice, wherein the City has paid Stewards for the activities stated in this article, shall continue. The City shall not be required to pay more than two (2) shop Stewards for time spent in meetings with management relative to such union business.

The investigation and presentation of grievances in accordance with the provisions of this collective bargaining agreement.

The transmission of such messages and information which shall originate with, and are authorized by the Union or its officers, provided such messages and information have been reduced to writing, are of a routine nature.

ARTICLE IV

Grievance & Arbitration Procedure

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

The employee involved, together with his steward, shall first discuss the grievance with the appropriate supervisor within five (5) days of its occurrence of his reasonably having had knowledge of its occurrence.

Grievance involving two or more employees may be discussed directly by the steward with the appropriate supervisor as provided in Section 1 without any other employee being involved.

If a satisfactory adjustment cannot be made in accordance with a or b above, the Union, within five (5) working days, will then try to adjust the grievance with the Mayor or his designated representatives. If this step fails to settle the matter, it may then be submitted to arbitration in accordance with the procedure set forth in section 2.

Section 2: Grievances which remain unsettled after having been fully processed pursuant to the provisions of Section 1 may, within thirty (30) calendar days after receipt of the Mayor's written answer, be submitted to arbitration by the Massachusetts State Board

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of Conciliation & Arbitration. The decision of the Board of Arbitration shall be final and binding upon the parties hereto.

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

ARTICLE V

Wages

Section 1:

Effective July 1, 2017: Two percent (2%) hourly wage increase in all classifications.

- Effective July 1, 2018 Two percent (2%) hourly wage increase in all classifications.

- Effective July 1, 2014: Upgrade all employees classified as C/L III to the C/L II A (corrected) classification.

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

The City agrees to create two (2) new bargaining unit provisions known as Working Foreman Concrete and Working Foreman Asphalt, and to bargain with the Union over the wages and job descriptions for those positions. Bargaining over these positions shall be concluded by March 15, 2017.

Section 2: Shift Differential: In addition to their regular wages as set forth in Schedule "A", employees who work the night shift shall, between the hours of 3:00P.M. and 7:00 A.M., effective July 1, 2006, receive an increment of one (1.00) dollar per hour. This includes early call in prior to 7:00 AM. Employees shall not be paid shift differential for hours worked between 7:00 AM and 3:00 PM. Employees on unusual day shifts, such as the 10:00 AM to 6:00 PM shift shall not be paid the differential until after their normal shift.

Section 3:

A. Wage Reopener

11

- If any other City of Fall River bargaining unit receives a general wage increase in excess of 2% for the period of July 1, 2017 through June 30, 2018, or for the period of July 1, 2018 through June 30, 2019, the Parties agree to reopen this agreement for the purposes of discussing wages.

Section 4: Sick Leave Severance: There shall be a severance benefit pertaining to sick leave upon either retirement, termination for other than cause or death while in the employ of the City payable in accordance with the following schedule:

a.) Retirement or termination for other than cause: Buy back – employees who retire or are terminated for other than cause shall receive the following:

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

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

Section 5:

A. License Incentive:

Employees with specific licenses as detailed below shall receive additional compensation as listed below. Said licenses must be fully active and a copy must be given to management as of May 1. Payment of the stipend shall be made by April 30 of the following year. This schedule is to allow for proper budgeting each year for stipend payments. Said employee must be willing and able to utilize said license as requested by the department. Refusal to utilize said license will result in loss of incentive pay.

The applicable licenses are as follows:

CDL B (With air brake endorsement)
Hoisting Engineer

For those employees that have 0-7 refusals for snow and ice removal, the CDL incentive will be as follows:

For zero refusals the compensation shall be	$2500.00 FY2017, 2018, 2019
For seven or less the compensation shall be	$2250.00 FY2017, 2018, 2019

For an employee to be eligible for the Hoisting Engineer stipend of $400, said employee must be willing and able to perform any and all duties that entail such a license. Refusal of any assignment or job of any type related to said license shall result in loss of the stipend.

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Except as provided in Article XX, the employee, not the City, shall pay the cost of obtaining said license, paying annual renewal fees, and any other cost related to said licenses. This does not prohibit the City from assisting in training programs if it so chooses.

B. Increased Performance Compensation Program

The intent/goal of this program is to increase performance, comparable to the private/municipal standards in the area of manpower for collection of recyclable and solid waste.

Creation of new positions to be known as C/L-1A.

The Chief Laborer 1A will be assigned per posting.

Annual Incentive Pay:

Annual incentive pay is based on a fiscal year and shall be issued by April 30 of each year. A list of MEO laborers shall be developed to assist in the snow/ice removal process. The employees must be on the payroll by July 1 of that fiscal year. To be eligible for the incentive pay the employee shall not refuse or miss more than seven overtime calls for snow/ice removal. If an employee responds back to DPW as available to work within 15 minutes of a message left on an answering machine, it shall not be counted as a missed call. If an employee has worked an 8-hour overtime shift, he/she shall be exempt from the missed call provision for 16 hours. If any employee works 125 hours or more overtime for snow/ice removal during the season (November 1 through April 1), then they shall be exempt from the seven-refusal limit noted above. Any overtime calls that would result in an employee working more than 16 hours are exempt from the refusal limit.

For zero refusals the compensation shall be	$1,250.00	FY 2017, 2018, 2019
For seven or less the compensation shall be	$1,000.00	FY 2017, 2018, 2019

C.

All City CDL plow vehicles shall have a laborer assigned to act as a monitor "during plowing events only (sanding/salting/brine excluded).

The intent of this proposal is to create equity within the bargaining unit".

COMPENSATION

Performance programs shall not interfere with management's rights to assign employees and/or manage schedules to perform the functions of the Department of Community Maintenance to complete tasks and/or job functions in the best interest of the public.

Dot Medical Cards:

CITY will cover cost of regular visit Medical cards providing that they are a CITY requirement in addition to normal License requirements.

ARTICLE VI

Work Week, Work Hours & Overtime

Section 1: The regular work shall consist of forty (40) hours and the regular work day shall consist of eight (8) hours, said hours being rotated and distributed fairly and impartially within the seven-day work week with those employees having the highest levels of seniority being given the benefit of favorable overtime work, work days, hours, shifts and duties, whenever possible.

Section 2: Overtime: In addition to their regular hourly rate of pay, employees shall be paid one and one half (1 ½) of said hourly rate for hours worked over their regular workday of eight (8) hours and for those hours over their regular week of forty (40) hours. Overtime shall be distributed fairly and impartially on the basis of a rotating list as per Classification/Job Title. Any employee who is absent from work due to sickness, and such employee has no available sick leave for that day that he/she is absent, shall lose his/her voluntary overtime work opportunities for the remainder of that payroll week.

As of July 1, 2011, work schedules shall revert to forty (40) hours per week.

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

Section 3: Overtime: Continuous Operations: For all employees engaged in continuous operations, the rate of overtime shall be paid at time and one-half for the first regular day off, double time for the second regular day off if ordered to work.

Section 4: Assignments: Assignments shall be made on the basis of seniority and qualifications.

Section 5: On a day-to-day basis, in the event a specialized crew has no specialty work scheduled at the start of the day, employees in that crew shall be assigned to other jobs so long as the alternative duties are consistent within their job title.

Section 6 Time Clock:
Employees shall be required to use a time-clock system to clock in and out.

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ARTICLE VII

Holidays

Section 1: The following shall be paid holidays:

New Years Day
Martin Luther King Day
Presidents' Day
Good Friday
Patriot's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Christmas Day

Two (2) Floating Holidays

(unless and until it is eliminated by act of the State Legislature)
Any future holidays declared by the State or Federal Government, which the City is mandated to adopt.

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

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

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

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ARTICLE VIII

Vacation

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

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

For less than one (1) year service completed on December 31, with vacation leave of one (1) day for each calendar month, not to exceed ten (10) days. Vacation leave credit will begin at once for employees starting work on the first working day of a calendar month, otherwise on the first day of the following calendar month.

For each of the next succeeding four years completed from January 1 following date of employment, vacation leave of two weeks. If an employee enters City service on the first working day of a vacation year, that year shall constitute the first of the above four years.

for each of the next succeeding five years, vacation leave of three (3) weeks.

Each year after the ninth such year completed, vacation leave of four weeks. The work "week" shall mean the number of days, excluding holidays, in the regular work week of an employee. The words "calendar month" shall mean the month of January, the month of February, etc.

(a) Each year after the fourteenth year completed, vacation leave of five (5) weeks.

One (1) additional day's vacation for each year after the nineteenth year completed, to a maximum of thirty (30) days vacation.

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

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

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

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

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

ARTICLE IX

Leaves Without Loss In Pay

Section 1: Sick Leave

Accrual

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

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

Medical Certification

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

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

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

Sick Leave Discipline

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

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Sick Leave Incentive

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

Section 2: Funeral/Bereavement: DEATH IN IMMEDIATE FAMILY:
Employees shall receive a total of five (5) consecutive working days off (exclusive of regular days off) from regular duties with full pay, in case of death in the immediate family. In the case of employees of Jewish faith, such leave shall be for the actual period of mourning observed, but not to exceed seven (7) days from the date of burial.

The "IMMEDIATE FAMILY" shall consist of a mother, father, husband, wife, child, brother, sister, mother-in-law, father-in-law, grandparents, brother-in-law, sister-in-law, or other members of the immediate household, including "Step-Family" where step-family members reside or did reside in the same household as the employee.

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

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

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

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

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ARTICLE X

Insurance

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

It is agreed by and among the **City of Fall River** ("**City**") acting by and through its Mayor and the Public Employee Committee ("**PEC**") as follows:

I. Parties to the Memorandum

Parties to this Memorandum of Understanding (Memorandum) are:

A. The **City of Fall River**, with a principal address of 1 Government Center, Fall River, MA referred to as the "**City**" from this point forward; and

B. The Public Employee Committee referred to as the "**PEC**" from this point forward. The **PEC** includes a representative of each collective bargaining unit with the **City** and a retiree representative. Specifically, the **PEC** consists of the following representatives:

C. **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 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

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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.

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 perquisites 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:

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% 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.

Effective July 1, 2013, all bargaining units, City and School have agreed to accept Altus Dental as the Dental Plan.

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ARTICLE XI

Uniform Allowance

The uniform policy is as follows:

All clothes on upper torso (tee shirt, sweatshirt, coats, etc.) shall be orange or high visibility green with black lettering stating "Department of Community Maintenance" on the back and on the left side of the chest as per departmental authorized specifications.

All clothes below the waist (pants, knee length shorts) shall be black or navy blue as per departmental authorized specifications. Denim jeans are allowed but must be in good condition.

Work boots, work gloves and hard hats shall be per departmental authorized specifications.

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

a. $800.00 annually

b. This sum shall be paid not later than the first week in August in order that said employees may continue to purchase uniforms, rain gear, special shoes and such equipment as may be necessary in the course of their employment. Employees must be on the payroll as of July 1 to be eligible.

c. The City may, at its option, furnish the above enumerated clothing and equipment to the employees in lieu of paying an allowance provided that:

All items of clothing, including footwear, that are reasonable required in performing their duties shall be provided to each employee in proper sizes.

When any item of clothing is worn out or damaged so as to be unfit for use, it shall be immediately replaced on its presentation by the employee to the City or its designee.

d. The City shall furnish the following clothing for new employees. After this initial purchase, the employees are required to purchase their uniforms in compliance with the uniform policy:

Item	# per employee
t-shirts	5
Spring coats	1
Winter coats	1

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ARTICLE XII

Safety

The City agrees to furnish its employees with the best vehicle and equipment available, as the City's budget and appropriations may allow, in an effort to insure the safety, good health and general well being of the employees. And further, the City agrees that it shall not discharge or fire, nor reprimand nor discipline, any employee who may refuse to operate or use a vehicle or equipment which has been deemed unsafe or not fit for its intended purpose and use by the Registry of Motor Vehicles of the Commonwealth of Massachusetts, nor shall the City cause any employee to be subjected to dangers which may threaten the life, limb and good health of said employee, and not in the usual course of his employment, unless the City and the employee shall otherwise first agree.

The City will instruct its agents or servants to give immediate consideration to any and all industrial accident claims which may be submitted by the employees covered by this Agreement in order to insure that said claims are handled as expeditiously as possible and in accordance with Chapter 152 of General Laws.

Employees shall be responsible for strict compliance with all safety rules and regulations. Violations of established safety rules and regulations may result in appropriate action against said employees up to and including suspension.

3. Winter Months: December – March: In the event that only (1) one truck is needed to salt/sand, two (2) employees will be called in. One employee will operate the loader; one employee will drive the truck.

Safety Committee to be established and the Business Agent and Shop Steward shall have the right to participate as members.

4. The city shall provide an "Industry Safety & First Aid Training" program to members. This training shall take place during normal working hours. The city shall pay a stipend of ($300.00) three hundred dollars to each employee who attends this course. Each employee must also take a renewal course when offered to continue to receive this yearly stipend. **This stipend shall be paid starting within the first pay period in the fiscal year.**

ARTICLE XIII

Seniority

The City agrees to adhere to the principal of seniority whenever possible in the application of this contract and in the administration of employee benefits and employer policy.

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Seniority (Permanent Employees): The length of service that a permanent employee has in a particular department or unit shall determine the seniority of the employee within the department or unit.

The principle of seniority shall be the determining factor in promotions and transfers where qualifications and ability are relatively equal. Seniority shall govern in the assignment of shifts and choice of vacation period. See appendix C.

ARTICLE XIV

Civil Service

The City and the Union shall recognize and adhere to all Civil Service and State Labor Laws, Rules and Regulations, relative to seniority, promotions, transfers, discharges, removals and suspensions.

The Union further reserves the right to represent employees under any such established procedure. Any employee not covered by any statute relative to the above matters shall have recourse to the grievance procedure contained herein or the Civil Service route.

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

ARTICLE XV

Job Posting and Bidding

When a Non-Civil Service position covered by this Agreement becomes vacant, such vacancy shall be posted in a conspicuous place listing the pay, duties, and qualifications. This notice of vacancy shall remain posted for seven (7) days. Employees interested shall apply in writing within the seven (7) day period. Within five (5) days of expiration of the posting period, the employer will award the position.

All jobs will be posted, before the CITY creates any new job or modifies any existing one, the City and UNION will discuss duties, impact and wages. Posting shall remain in effect for a period of 90 days. Posting for back-ups on any job shall be a separate posting and follow the above prescribed method.

The successful applicant shall be given a ninety (90) day trial and training period in the new position at the applicable rate of pay. If, at the end of the trial and training period, it is determined that the employee is not qualified to perform the work, he shall be returned to

his old position and rate. The Street Patching crew shall be excluded from this 90 day training provision.

ARTICLE XVI

Severance of Employment

1. This Agreement shall not in any way alter employee(s) rights under existing statutes including Chapter 31 of the Massachusetts General Laws as amended.

2. In addition to the foregoing benefits, an employee may elect to utilize the grievance and arbitration procedure of this contract in the presentation of any grievance with respect to disciplinary action, suspension, or termination in accordance with the provisions of Chapter 150E.

ARTICLE XVII

Sub-Contracting

For the purpose of preserving work and job opportunity for the employees covered by this Agreement, the City agrees that no work of services of the kind, nature, or type covered by, presently performed, or hereafter assigned to the Collective Bargaining Unit will be sub-contracted, transferred, leased, assigned, or conveyed in whole or in part to any non-public person, except as provided below.

The City may sub-contract work provided:

No sub-contractor will be engaged to intentionally obstruct the re-employment of laid-off employees with unexpired recall rights.

No employee will be laid off as a direct result of any work being sub-contracted

ARTICLE XVIII

Re-Call

Employees may be laid off in the order of least employment seniority, except to the extent the Civil Service Laws and regulations provide otherwise. Notice of lay off shall be given at least seven (7) days before the scheduled lay off.

Any employee laid off shall be placed on the recall list for five (5) years. However, employees that were laid off from the DPW and have accepted employment in another City department shall have recall right for two years from date of layoff.

Any employee that is separated from City employment for six months or more shall be subject to pre-employment drug testing and physical examination.

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

Recalled employees shall, for the purpose of accrual of vacation, sick leave and personal days, be credited with the years of full-time service worked prior to layoff.

Upon date of recall (or date of hire) in another City department, employees shall be allowed up to six (6) months to buy back sick leave in order to recoup all banked sick leave that the employee had accrued as of the date of layoff. Recalled employees not electing to buy back their sick leave shall return with zero hours banked and shall earn one and one half (1.5) sick days per calendar month worked after first month of employment.

Recalled employees will earn vacation at a rate of one (1) day per month. Employee will be entitled to his full vacation leave on the following January 1st of each calendar year in accordance with Article VIII Section 1 of the CBA.

Employees recalled before July 1st will be entitled to one (1) personal day and then two (2) days after January 1st of each calendar year.

Any notice of re-employment to an employee who has been laid off shall be made by registered mail to the last known address of the employee at least seven (7) days prior to a date set for re-employment in said notice. A copy of said notice shall be simultaneously sent to the Secretary-Treasurer of the Local Union.

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

ARTICLE XIX

Miscellaneous Provisions

Section 1: Unless modified by the express terms of this Agreement, all existing rights, benefits, privileges and practices enjoyed by the employees in the bargaining unit shall be maintained throughout its term.

Section 2. Neither the City nor its agents shall enter into any agreement with any individual employee, which is contrary to terms of this Agreement.
No agreement, understanding or alteration of the terms or provisions of this Agreement shall bind the parties hereto unless made and executed in writing by them.

Section 3. The failure of either party hereto to insist upon compliance with any of the terms or conditions of this Agreement on any occasion shall not be construed to be a waiver by that party of its right to insist upon compliance in the future with such terms and conditions.

Section 4. Each clause of this Agreement is totally severable from every other clause hereof. Should any clause of this Agreement be declared by any court or agency of competent jurisdiction to be invalid or unenforceable or be rendered invalid by any legislation, the validity of all other clauses in this Agreement will be unaffected thereby and shall remain in full force and effect during its term.

Section 5. Sector Leaders for snow/ice operations shall be paid at the rate of a $1.00 per hour over their standard rate of pay. City retains the right to utilize Sector Leaders from outside the Department and pay them at said rate. City shall work with the union to fairly distribute the work, but retains full rights to assign duties outside of the Department as it sees fit. All duties assigned outside the department, shall only be assigned after all eligible UNION employees have been asked.

Section 6. The City shall post an assignment for Sector Leader for MEO C/L II employees to sign for. No employees with CDL licenses will be allowed to sign. The Director of Public Works shall interview said employees and determine if said employees can be assigned as Sector Leaders. If in the determination of the Director an employee has the management skills necessary and awards the assignment, said employee shall be assigned to a specific snow sector. This assigned sector shall be the assignment for said employee and he/she shall have first right to overtime in that sector only. Failure to respond to overtime calls shall be cause for removal of the assignment.

Section 7. Employees that assist others with training for CDL licenses may accompany said employee to the CDL test.

Section 8. The City agrees to bargain with the Union over modifications to changes in the job description for any bargaining unit position.

ARTICLE XX

Special Licenses

The Employer agrees to pay the license fees for possession of a Hoisting Engineers License administered by the Massachusetts Department of Public Safety, if required by the department and used to operate equipment within the costs for obtaining such license. The employee shall be compensated in accordance with Article V, Section 6 for said license. The City shall pay for all license renewals if they are being used for the City's benefit.

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The City will pay for the following license renewals: Hoisting, CDL, and passenger endorsement.

The City agrees, on a one-time basis, to pay a maximum of four (4) employees to receive the training necessary to receive a Hoisting Engineer 2B License. The training costs are subject to approval by the Director of Community Maintenance.

Tuition Reimbursement --City will, upon prior approval of course work, reimburse employee if topic will enhance employee's ability to perform said job duties associated with current City employment.

ARTICLE XXI

Management Rights

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

ARTICLE XXII

Maintenance of Standards

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

2. The replacement of existing vehicles with vehicles having the same number of axles, but of a larger size type or capacity, or the establishment of new pick-up and delivery routes shall not be a violation of this Agreement.

ARTICLE XXIII

Temporary Service in a Lower or Higher Position

1. While an employee is performing, pursuant to a temporary assignment, the duties of a position classified in a grade lower than the grade of the position in which he

performs regular and non-temporary service, he shall be compensated at the rate of pay for the grade of the position in which he performs regular and non-temporary service.

2. An employee who is performing, pursuant to assignment, temporary service in a position classified in a grade higher than the grade of the position in which he performs regular and non-temporary service shall be compensated for such service at the rate to which he would have been entitled had he been promoted to such higher position.

3. When there is an existing Civil Service list for a higher position to be filled on a temporary basis, the selection of an employee to perform temporary service in such higher position shall be made in accordance with Civil Service rules.

4. When there is no existing Civil Service list for the position to be filled temporarily, the selection of an employee to perform temporary service in such higher position shall be made on the basis of qualifications and ability, and where qualifications and ability are relatively equal, seniority as defined under Civil Service law and rules shall be the determining factor.

ARTICLE XXIV

Contract Term

Section 1: Duration: The term of this Agreement shall be effective July 1, 2016 through June 30, 2019 and shall continue from year to year in full force and effect until a successor agreement is duly executed.
The signing of this Agreement by the authorized representatives of the Union and the City shall be authorization to implement all of the provisions of this Agreement.

Section 2: Section 1 shall not apply to Article XXVII – Privatization, the terms of which shall expire on June 30, 2019.

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

Section 3: Changes: Should either party desire to bargain any changes or amendments to this Agreement for the period commencing July 1, 2019, either party shall, by certified return receipt mail notify the other party of its desire to change or amend this Agreement not less than thirty (30) days prior to June 30, 2019. In the event no party provides notice of its intent to bargain changes and the Agreement renews for another year as provided in Section 3, notice of desire to bargain changes for the next fiscal year shall be provided in the same manner, i.e. thirty (30) days prior to the start of the fiscal year.

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ARTICLE XXV

Longevity

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

5 years	$ 200.00
10 years	$ 400.00
15 years	$ 600.00
20 years	$ 800.00
25 years	$1.000.00
30 years	$2,000.00

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

2. Payment shall be made in one sum during the first fifteen (15) days of the month of December for the period of December 1 of the prior year to November 30 of the current year.

3. In the event of death or retirement of any individual authorized to receive longevity, payment shall be made on a pro-rated basis for the period during which he actually served.

Leaves or other absences not included, as service shall not be included in determining longevity.

ARTICLE XXVI

Job Security

This Agreement between the City of Fall River and Teamsters Local 251, hereinafter referred to collectively as "Agreement" shall be binding upon the parties hereto, their successors, administrators, executors and assigns. In the event an entire operation or rights only, are sold, leased, transferred or taken over by sale, transfer, lease, assignment, receivership or bankruptcy proceedings, such operation or use of such rights shall continue to be subject to the terms and conditions of this Agreement for the life thereof.

On the sale, transfer or lease of an individual part or taken over by another Department of the City by assignment receivership or bankruptcy proceedings, the specific provisions of this Agreement shall prevail. It is understood by this Section that the parties hereto shall

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not use any leasing device to a third party to evade this Agreement. In the event the Employer fails to require the purchaser, transferee, or lessee to assume the obligations of this Agreement, the City of Fall River shall be liable to the Local Union and the employees covered for all damages sustained as a result of such failure to require assumption of the terms of this Agreement, but shall not be liable after the purchaser, the transferee or lessee has agreed to assume the obligations of this Agreement.

ARTICLE XXVII

PRIVATIZATION:

The City agrees that all work being exclusively performed by bargaining unit members as of January 23, 2017 shall remain bargaining unit work through June 30, 2019. The City further agrees that work currently being performed by bargaining unit members shall not be privatized for the period ending June 30, 2019. If a court of competent jurisdiction determines a privatization ban is unenforceable beyond one year, the City agrees to re-open this Agreement for the purpose of bargaining over the terms of this provision. The terms of this Article are not subject to the "evergreen" provision of Article XXIV, Section 1.

ARTICLE XXVIII

Substance Abuse Policy

Section 1

The Department of Public Works shall distribute and administer a testing program for controlled substance and alcohol for members of the bargaining unit who operate motor vehicles, which requires a commercial driver's license. Violation of the above sated policy, or applicable federal or state laws will result in disciplinary action up to and including termination of employment.

Section 2

1. *Annual Drug Testing*: Each fiscal year, beginning on July 1, 2014, the Employer may conduct drug tests of up to 25% of all the non-CDL employees in the bargaining unit. The annual drug testing shall be conducted under the following guidelines:
    a. All employees to be tested shall be tested no more than 30 days before or thirty days after his/ her birthday;
    b. All employees tested shall be chosen at random by a private vendor with experience and expertise in employee drug testing;
    c. All testing shall be performed in accordance with the Mandatory Guidelines for Federal Workplace Drug Testing Program with

respect to form of testing, specimen collection, testing procedures, procedures for declaring a test positive/negative, and testing laboratories;

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

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

f. Any employee who tests positive shall be provided the opportunity to enroll in an accredited rehabilitation program, except in those situations in which the employees used, sold, or purchased drugs while on duty for the City. In these situations the employee may be subject to discipline up to and including termination. If the employee refuses to participate in the rehabilitation program, he/she shall be discharged.

g. While the employee is in an accredited rehabilitation, he/she must comply with all the requirements and regulations of the program, failure to comply will lead to discharge. The employee will provide the City will periodic reports of the progress of the rehabilitation program to the Director of Human Resources. The employee will be permitted to use sick leave or to request leave without pay while enrolled in the program.

h. The employee who successfully completes the rehabilitation program, which is appropriately documented by a physician, and who returns to work shall be subject to random testing for a period of one year and shall be subject to a last chance agreement. If the employee subsequently tests positive, then the employee shall be terminated.

i. A refusal to submit to testing will be considered an immediate termination.

j. Said rehabilitation program will be at the employee's expense.

ARTICLE XXIX

Warning Letters

Warning letters shall be removed from the employee's folder after nine (9) months if no additional charges are brought against the employee within the nine (9) month period. If more than one letter of reprimand, suspension, etc. is placed in the employee's folder

within the nine (9) month period, all such material pertaining to previous violations shall remain as a permanent part of the employee's personnel folder.

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

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

ARTICLE XXX – Minimum Staffing

The City agrees to maintain forty (40) positions in the bargaining unit, including the two (2) new Crew Leader positions. Two (2) vacant positions shall be filled by April 1, 2017, which shall bring the total of bargaining unit positions to thirty-eight (38) and the two (2) Crew Leader positions shall be filled by April 15, 2017 bringing the total positions in the bargaining unit to forty (40).

ARTICLE XXXI- Contract Printing

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

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

CITY OF FALL RIVER

By: _____ Date: 2/15/17
Jasiel F. Correia II, Mayor

_____ Date: 2-15-17
Cathy Ann Viveiros, City Administrator

_____ Date: 2/16/17
Hon. Joseph Macy, Corporation Counsel

TEAMSTERS LOCAL 251

By: _____ Date: 2/15/17
Paul Santos, President Teamsters Local 251

_____ Date: 2/15/17
Nick Williams, B.A. Teamsters Local 251

APPENDIX A

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Section 50 - 306

Teamsters - DPW Bi-weekly Wages

CHFA - Working Foreman Laborer/Chief Laborer

	Min. Step 1
7/1/2017	1,698.88
7/1/2018	1,732.85

FORM - Foreman/Supervisor

	Min. Step 1
7/1/2017	1,863.42
7/1/2018	1,900.69

MEO2 - MEO/Laborer 2A

	Min. Step 1
7/1/2017	1,467.80
7/1/2018	1,497.15

MERM - Motor Equipment Repairman

	Min. Step 1
7/1/2017	1,637.32
7/1/2018	1,670.06

SHM1 - HMEO Special Heavy Motor Equipment 1A

	Min. Step 1
7/1/2017	1,583.12
7/1/2018	1,614.78

WFRE - WF Motor Equipment Operator

//

	Min. Step 1
7/1/2017	1,863.42
7/1/2018	1,900.69

CLBA - Special C/L BA

	Min. Step 1
7/1/2017	1,637.32
7/1/2018	1,670.06

CLBS - Special C/L BS

	Min. Step 1
7/1/2017	1,637.32
7/1/2018	1,670.06

LTTR - Litter Enforcement Officer

	Min. Step 1	Max. Step 2	Step 3	Step 4	Step 5
7/1/2017	1,179.47	1,211.80	1,423.85	1,488.10	1,550.84
7/1/2018	1,203.06	1,236.03	1,452.32	1,517.86	1,581.85

APPENDIX B

11

1. Monitoring Sick Leave Policy

The Public Works Department will set seven (7) undocumented days per year as an acceptable standard of sick leave utilization per calendar year.

Sick leave shall be periodically monitored on usage during a calendar year. As of January 1 of each year, the employees' undocumented sick time shall be reset to 0 for review purposes. However, the Department reserves the right to use all personnel records in applying discipline, defense of grievances, arbitrations or other such actions.

Suspected abuse of sick time usage shall normally result in the implementation of progressive discipline as follows:

1st violation, verbal warning
2nd violation, written warning
3rd violation, written warning equal to a suspension, however, actual suspension time will not normally be served as the intent is to have the employee improve attendance at work. The Department reserves the right to implement suspension time.
4th violation, termination at the discretion of the Department.

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

Sick time abuse examples are, but not limited to, exceeding 6 undocumented sick days per calendar year, calling in sick to avoid rainy, hot or cold weather, to extend weekends or vacations, periodic short term use, sick leave abuse patterns or other as determined by the Department.

Sick leave discipline as related to Article XXIX, Warning Letters. Shall not be removed from personnel files for a period of two years. Sick leave discipline shall be progressive from incident to incident, and year to year.

A Doctor's note identifying the cause of sick leave absence is required for said sick leave to be considered documented, except as noted in Section F.

Doctor's notes that do not identify the cause of sick leave absence will be accepted and placed in the personnel file. The Director Community Maintenance of reserves the right to deem said days as undocumented days, based on review of patterns of abuse.

An employee, who is close to retirement and begins using more sick leave to reward himself/herself for not having used much sick time during his/her earlier years, shall not be an acceptable use of sick leave. This employee shall be treated as any other employee with a heavy sick leave use.

In all cases, the City reserves the right to have the employees evaluated by the City's doctor.

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APPENDIX C

Seniority Policy

1. This section establishes the protocol for the use of seniority as it relates to the daily assignment of personnel in the Department of Community Maintenance labor force. "
2. Plant-wide seniority shall prevail on all work assignments, provided that employee is qualified to perform the work assignment.

The following is the ranking, ranging from highest to lowest, C/L B being the highest:

C/L-B	Special Heavy MEO/Laborer
C/L-I	Heavy MEO/Laborer
C/L-II	MEO/Laborer

3. Assignments can be shifted in the event of staff shortages and based on public health, public safety and recognized departmental priorities.

4. There is no permanency of duties or assignments within a title.

5. C/L I's shall continue the policy of posted assigned duties.

6. With the exception of the following assignments:

Scavenger
Sweepers
Watchmen
Handyman
Green machines,

All MEO/C/L II's shall be assigned by seniority on a daily basis.

Management reserves the right to make assignments in the best interest of the public health, public safety and departmental priorities.

12

City of Fall River
Massachusetts
Office of the Mayor

PAUL E. COOGAN
Mayor

RECEIVED
2021 AUG 11 P 1:50
CITY CLERK
FALL RIVER, MA

August 11, 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 Environmental Police. The financial impact on the MOA is a retro amount of approximately $,3569 for fiscal year ended June 30, 2020, and $6,803 for fiscal year ending June 30, 2021or $10,371.

The total effect on the FY 2022 budget will be approximately $10,400. We were hopeful that this contract would have been settled in the prior year and monies would have been available. Unfortunately, it was not, and no monies were set aside in the FY22 budget to fund the retros. Currently, we are requesting a transfer from the stabilization fund in the of $10,400.

Your approval of the MOA as well as the transfer of funds is respectfully requested.

Best Regards,

Paul E Coogan

Paul E. Coogan
Mayor

One Government Center • Fall River, MA 02722
TEL (508) 324-2600 • FAX (508) 324-2626 • EMAIL mayor@fallriverma.org

12

MEMORANDUM OF AGREEMENT

BETWEEN

THE CITY OF FALL RIVER

and

THE FALL RIVER ENVIRONMENTAL POLICE, MCOP LOCAL 491

This **MEMORANDUM OF AGREEMENT** is entered into by and between the City of Fall River (hereinafter "the City") and the Fall River Environmental Police, MCOP Local 491, ("Union");

WHEREAS, the City and the Environmental Police, Teamsters Local 251 were parties to a collective bargaining agreement for the period July 1, 2016, through and including June 30, 2019; and,

WHEREAS, on or about October 9, 2020, the members of the Fall River Environmental Police changed affiliation from Teamsters Local 251 to the Massachusetts Coalition of Police as Local 491;

NOW, THEREFORE, in consideration of mutual covenants and promises, the Parties agree to the following:

1. **Duration** – The City agrees to honor the terms of the 2016 – 2019 collective bargaining agreement between Teamsters Local 251 and the City from July 1, 2019 through June 30, 2021, unless expressly modified by this Agreement.

2. **Wages** – The City agrees to implement the following general wage adjustments to the wages identified in the 2016 – 2019 collective bargaining agreement between the City and Teamsters Local 251 as follows:

   Retroactive to July 1, 2019 - 1.5 %
   Retroactive to July 1, 2020 - 1.5 %

   The above adjustments shall be effective for only employees employed on or after the date of ratification of the MOA, and shall not apply to any employee that leaves the City's employ prior to ratification.

3. The City expressly does <u>not</u> waive its right to assert that future negotiations with MCOP Local 491 will be for a new collective bargaining agreement and any term contained in the 2016-2019 collective bargaining agreement between the City and Teamsters Local 251 is null and void and inapplicable to negotiations for a new collective bargaining agreement unless such term or condition is explicitly agreed to by the City and MassCop Local 491.

4. The Union, MCOP Local 491, expressly does <u>not</u> waive its right to assert that all terms and conditions contained in the 2016-2019 collective bargaining agreement between the City and

Teamsters Local 251 remain in full force and effect unless the Union and the City agree otherwise.

FOR and on behalf of the City:		FOR and on behalf of Union:	
Paul C Cooper	7-22-21 Date	Nelson Dietz	7-21-21 Date
	Date		Date

12

Collective Bargaining Agreement

Between

City of Fall River

And

Teamsters, Local 251

For

Environmental Police Officers

Term of Agreement

Contract 1 July 1, 2015 –June 30, 2019

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

Term of Agreement Four (4) Years
July 1, 2015 - June 30, 2019

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This agreement entered into the 1, day of July, 2015 by and between the City of Fall River, MA hereinafter referred to as the "City", and Teamsters Local Union No. 251, for the Environmental Police Officer, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the "Union."

PRINCIPLES

(a) This agreement is entered into to facilitate the adjustment of grievances and disputes between the City and employees and to establish necessary procedures for the amicable adjustment of all disputes which may arise between the City and the union.

(b) The City and the Union encourage the highest possible degree of practical, friendly, cooperative relationships between their respective representatives at all levels. The officials of the City and the Union realize that this goal depends primarily on cooperative attitudes between people in their respective organizations at all levels of responsibility and that proper attitudes must be based on full understanding of a regard for the respective rights and responsibility of both the City and employees.

(c) There shall be no discrimination against any employees by reason of race, color, creed, sex, age or Union membership, or political belief or activities.

(d) All references to employees in this Agreement designate both sexes and wherever the female/male gender is used it shall be construed to include male and female employees.

ARTICLE I
Union Recognition and Union Security

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

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

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

Section 4: The failure of any employee to maintain membership or pay the service charge required of non-members in accordance with the terms of the Agreement, shall be considered a ground for dismissal, and upon notification by the Union of such failure on the part of any employees, the City agrees to discharge such employee, provided, however, that nothing

contained herein shall be construed so as to place any obligation upon the City to discharge any employee for failure to maintain membership in the Union if the membership was terminated for reasons other than the failure of the employee to tender the periodic dues and initiation fees uniformly required as a condition of maintaining and initiation.

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

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

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

ARTICLE II
Union Access to City Premises

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

ARTICLE III
Shop Stewards

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

a. The investigation and presentation of grievances in accordance with the provisions of this collective bargaining agreement.

b. The transmission of such messages and information which shall originate with, and are authorized by the Union or its officers, provided such messages and information have been reduced to writing, are of a routine nature.

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

ARTICLE IV
Grievance & Arbitration Procedure

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

a. The employee involved, together with his steward, shall first discuss the grievance with the appropriate supervisor within five (5) days of its occurrence of his reasonably having had knowledge of its occurrence.

b. Grievance involving two or more employees may be discussed directly by the steward with the appropriate supervisor as provided in Section 1 without any other employee being involved.

c. If a satisfactory adjustment cannot be made in accordance with a or b above, the Union, within five (5) working days, will then try to adjust the grievance with the Mayor or his designated representatives. If this step fails to settle the matter, it may then be submitted to arbitration in accordance with the procedure set forth in section 2.

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

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

ARTICLE V
Wages

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

July 1, 2015-0%
July 1, 2016-0%
July 1, 2017-2%
July 1, 2018-2%

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

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

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

Section 3: **Shift Differential:** Shift differential at $40.00 per week. Any employee working a tour of duty that will be worked after 2:59 p.m. and ending at or before 8:00 a.m., shall receive, in addition to their regular weekly compensation, a night shift differential equal to five percent (5%) of their weekly compensation or Forty Dollars ($40.00), whichever is greater. Shift differential shall be computed on the simple complete base pay step. Such night differential shall not be included in base pay for purposes of determining court time pay, or holiday pay, but shall be included in base pay for purposes of determining overtime pay, vacation pay, sick pay, bereavement leave and injured leave pay and shall be included in base pay pension/retirement purposes. Officers who are temporarily assigned to days shall continue to receive their night differential while on temporary assignment.

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

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

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

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

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

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

ARTICLE VI
Work Week, Work Hours & Overtime

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

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

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

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

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

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

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

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

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

Section 5: Mandatory Overtime:

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

ARTICLE VII
Holidays

Section 1: The following shall be paid holidays:

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

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

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

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

ARTICLE VIII
Vacations

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

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

A. For less than one (1) year service completed on December 31, with vacation leave of one (1) day for each calendar month, not to exceed ten (10) days. Vacation leave credit will begin at once for employees starting work on the first working day of a calendar month, otherwise on the first day of the following calendar month.

B. For each of the next succeeding four years completed from January 1 following date of employment, vacation leave of two weeks. If an employee enters City service on the first working day of a vacation year, that year shall constitute the first of the above four years.

   (a) for each of the next succeeding five years, vacation leave of three (3) weeks.

C. Each year after the ninth such year completed, vacation leave of four weeks. The work "week" shall mean the number of days, excluding holidays, in the regular workweek of an employee. The words "calendar month" shall mean the month of January, the month of February, etc.

D. (a) Each year after the fourteenth year completed, vacation leave of five (5) weeks.

(b) One (1) additional days' vacation for each year after the nineteenth year completed, to a maximum of forty-eight (48) vacation days.

E. Effective 7/1/16: Each year after the nineteenth year completed, vacation leave of six (6) weeks. Effective 7/1/16, each year after the twenty-fourth year completed, employees shall receive one (1) additional vacation day for each year of service beyond the twenty-fourth year with a maximum not to exceed an additional five (5) days.

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

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

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

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

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

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

Section 3: a. An officer who is disabled due to sickness or injury, (provided that the sickness or injury is not due to outside employment), during his assigned vacation period, who was disabled prior to his vacation and whose disability continued into his vacation period shall not be charged for such vacation time. The officer may not extend his vacation time but said unused vacation time shall be assigned later in the vacation year. The officer shall provide a doctor's certificate with respect to his/her disability. "Disability" is defined as an inability to perform the normal duties of an environmental police officer.

b. Officers shall not be required to take vacation during the prime time vacation period nor shall they be required to take two (2) consecutive weeks in prime time. Officers may split weeks between primary and secondary time.

c. All officers shall have the right during the vacation year to switch a vacation pick with any open vacation seat.

ARTICLE IX
Leaves Without Loss In Pay

Section 1: Sick Leave

A. Accrual

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

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

B. Medical Certification

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

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

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

C. Sick Leave Discipline

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

D. Sick Leave Incentive

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

Section 2: Funeral/Bereavement: DEATH IN IMMEDIATE FAMILY:
Employees shall receive a total of five (5) consecutive working days off (exclusive of regular days off) from regular duties with full pay, in case of death in the immediate family. In the case of employees of Jewish faith, such leave shall be for the actual period of mourning observed, but not to exceed seven (7) days from the date of burial.

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

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

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

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

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

ARTICLE X
Insurance

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

Health Care Plan Benefits

After, a process deemed and agreed to have complied with the procedural process and requirements of Sections 21-23 of Chapter 32B of the General Laws, the City and the

PEC have agreed that, effective April 1, 2012, the cost sharing features of the non-Medicare health plans (Blue Cross Blue Shield Blue Care Elect, and Blue Cross Blue Shield Network Blue New England) offered by the **City** shall be changed. Effective April 1, 2012, each of those plans shall include the following co-payments:

1. The **City** agrees that between April 1, 2012 and June 30, 2014 it will make no further changes to the above described BCBSPD co-payments. The **City** further agrees that during that period it will make no changes to the contribution ratios (75% City contribution/25% Employee contribution) that apply to the BCBSPD that it offers to its subscribers. However, nothing in this Agreement shall prevent the City, at any time after February 1, 2013, from commencing the procedures, authorized by M.G.L. c. 32B, Secs. 21-23, to implement changes to the BCBSPD that would be effective on and after July 1, 2014.

2. It is agreed that the provisions of this agreement shall supersede any contrary provisions of any collective bargaining agreement and that all references to co-payments or other cost-sharing features in all collective bargaining agreements shall be null and void and shall be considered to be physically removed from such collective bargaining agreements, effective April 1, 2012.

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

4. The **Parties** agree to forego the up to the 25% mitigation, which is outline in M.G.L. c. 32B §21-23.

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

Amendment of the Memorandum

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

ENTIRE AGREEMENT

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

CONFORMANCE

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

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 or PEC for approval by the PEC.

ARTICLE XI
Uniform Allowance & Cleaning

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

$1,250.00 annually

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

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

ARTICLE XII
Seniority

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

ARTICLE XIII
Just Cause

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

ARTICLE XIV
Severance of Employment

1. This Agreement shall not in any way alter employee(s) rights under existing statutes including Chapter 31 of the Massachusetts General Laws as amended.

2. In addition to the foregoing benefits, an employee may elect to utilize the grievance and arbitration procedure of this contract in the presentation of any grievance with respect to disciplinary action, suspension, or termination in accordance with the provisions of Chapter 150E.

ARTICLE XV
Re-Call

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

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

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

Any notice of re-employment to an employee who has been laid off shall be made by registered mail to the last known address of the employee at least seven (7) days prior to a date set for re-employment in said notice. A copy of said notice shall be simultaneously sent to the Secretary-Treasurer of the Local Union.

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

ARTICLE XVI
Miscellaneous Provisions

1. Unless modified by the express terms of this Agreement, all existing rights, benefits, privileges and practices enjoyed by the employees in the bargaining unit shall be maintained throughout its term.

2. Neither the City nor its agents shall enter into any agreement with any individual employee, which is contrary to terms of this Agreement.

3. No agreement, understanding or alteration of the terms or provisions of this Agreement shall bind the parties hereto unless made and executed in writing by them.

4. The failure of either party hereto to insist upon compliance with any of the terms or conditions of this Agreement on any occasion shall not be construed to be a waiver by that party of its right to insist upon compliance in the future with such terms and conditions.

5. Each clause of this Agreement is totally severable from every other clause hereof. Should any clause of this Agreement be declared by any court or agency of competent jurisdiction to be invalid or unenforceable or be rendered invalid by any legislation, the validity of all other clauses in this Agreement will be unaffected thereby and shall remain in full force and effect during its term.

6. Indemnification of Employees

Section 1. The city agrees to defend any Environmental Police Officer who, as a result of any police action, is being sued civilly or charge criminally. Such defense shall be provided at no expense to the employee in accordance with the provision of Chapter 258, Section 13 of the Massachusetts General Laws.

Section 2. The City Corporation Counsel or designee shall provide the Environmental Police Officers with a legal defense in any civil or criminal proceeding arising out of any act or omission within such officer's scope of employment. In the event the Corporation Counsel determines there is a reasonable likelihood that a judgment rendered against such officer may not be indemnified by the City pursuant to section 1 hereof, the Corporation Counsel shall designate an outside attorney to represent such officer at the City's expense.

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

ARTICLE XVII
Management Rights

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

ARTICLE XVIII
Maintenance of Standards

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

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

ARTICLE XIX
Contract Term

Section 1: Effective Date: The effective date of this Agreement is July 1, 2015. The signing of this Agreement by the authorized representatives of the Union and the City shall be authorization to implement all of the provisions of this Agreement.

Section 2: Termination: This Agreement will remain in effect until June 30, 2019. At the end of that time, either party may terminate this Agreement provided such termination is transmitted through the registered U.S. mails to the responsible signatures to this Agreement. In no case may termination notice be sent less than thirty (30) days prior to the termination date herein agreed.

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

Section 4: Changes: Should either party to this Agreement wish to inaugurate collective bargaining discussions over changes it may wish to introduce into the next succeeding Agreement, it is agreed that notice of the substance of the changes and the language with which such desired changes are to be expressed shall be mailed to the authorized parties signatory to this Agreement prior to thirty (30) days before termination of this Agreement. The parties shall forthwith seek establishment of a meeting for purposes of discussion and amicable accommodation for the desired changes. Nothing in this article shall preclude either party from modifying any previous proposals during the course of contract negotiations.

ARTICLE XX
Longevity

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

5 years	$ 200.00
10 years	$ 400.00
15 years	$ 600.00
20 years	$ 800.00
25 years	$1.000.00
30 years	$2,000.00

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

Payment for longevity shall be made to employees based on the above schedule after having completed the appropriate number of years and for each of the years between the next rate. Every employee in a position for which longevity is provided may be

considered eligible for the next higher rate when he has completed the required period of service to the first rate and between each succeeding rate.

2. In the event of death or retirement of any individual authorized to receive longevity, payment shall be made on a pro-rated basis for the period during which he actually served.

3. Leaves or other absences not included, as service shall not be included in determining longevity.

ARTICLE XXI
Warning Letters

Warning letters shall be removed from the employee's folder after nine (9) months if no additional charges are brought against the employee within the nine (9) month period. If more than one letter of reprimand, suspension, etc. is placed in the employee's folder within the nine (9) month period, all such material pertaining to previous violations shall remain as a permanent part of the employee's personnel folder. The parties explicitly acknowledge that this Article does not apply to unpaid disciplinary suspensions or last chance agreements.

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

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

ARTICLE XXII
Contracting Printing

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

ARTICLE XXIII
Wage Re-Opener

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

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

ARTICLE XXIV
Employee Drug Testing

Section 1--Environmental Police Officer Drug Testing

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

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

2. The chief of Police, or his designee (in his absence), shall be the appropriate Department official to initiate the order to submit to drug testing. Although the Environmental Police Officer must submit the sample prior to the review committee's determination (see #3 below), the sample shall not be tested until and unless the review committee finds "reasonable suspicion" as defined in #1 above.

3. A review committee shall be established for the purpose of determining where the Chief had reasonable suspicion to order the drug test. The committee shall be composed of a representative, one by the Union and Ron Pelletier or his designee from South Coast Employee Assistance Program. The review of the Chief's directive must be completed within 24 hours; however, the Environmental Police Officer must submit the sample prior to the review committee's determination. The review process shall be an informal one and the Committee's determination shall be final and not subject to the grievance/arbitration procedures.

4. The testing shall be performed at a reputable medical facility. Said medical facility shall collect the specimens and shall be required to maintain documentation of its chain of custody.

   a. The Environmental Police Officer shall be advised of the specimen collection procedure.

b. The Environmental Police Officer shall observe the medical facility's labeling procedures as follows:

1. Each specimen shall be placed in individual containers, including a split sample, and shall, in the presence of the Environmental Police Officer, be sealed, labeled, and initiated by the Environmental Police Officer.

2. The office shall be given a drug screening information sheet prior to testing which shall permit the Environmental Police Officer to make note of any prescription and/or over-the-counter drugs taken within the last 90s days. This information sheet shall be used by the medical facility in making its findings.

3. The medical facility shall provide the Environmental Police Officer with access to a "split sample" which the Environmental Police Officer may have forwarded for testing to a laboratory procedures and costs shall be borne by the Environmental Police Officer.

c. The medial facility/laboratory shall determine (1) the specific testing methodology to be used in performing the initial screening and/or the confirmatory test, (2) the panel of drugs to be tested, and (3) the detection level for the substance tested.

d. The Chief shall be notified of the final test results and shall then immediately notify the Environmental Police Officer.

5. Any Environmental Police Officer who tests positive shall be provided the opportunity to enroll in a rehabilitation program, except in those situations in which the Environmental Police Officer used, sold, or purchased drugs while on active duty. In these situations, the Environmental Police Officer may be subject to discipline.

a. The rehabilitation program must be designed by the Environmental Police Officer to be approved by the Department's physician. The expenses of the rehabilitation program will be borne by the individual Environmental Police Officer.

b. If the Environmental Police Officer refuses to participate in the rehabilitation program, he/she may be discharged, subject to his/her statutory appeal rights.

c. The Environmental Police Officer, while enrolled in the rehabilitation program, must comply with all the requirements and regulations of the program; failure to so comply shall subject the Environmental Police Officer to discharge, subject to statutory appeal rights. The Environmental Police Officer must provide periodic reports of the progress of the rehabilitation program to the Chief. The Environmental Police Officer may be permitted to use sick leave or to request leave without pay while enrolled in the program.

6. The Environmental Police Officer who successfully completes the rehabilitation program, which is appropriately documented by a physician, and who returns to work shall be subject to random testing for a period of up to one year. If the Environmental Police Officer subsequently tests positive, then the Environmental Police Officer may be immediately disciplined, up to and including discharge, subject to statutory appeal rights.

Section 2 –Annual Drug Testing

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

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

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

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

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

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

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

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

ARTICLE XXV

Residency Requirement

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

ARTICLE XXVI

Performance Evaluation

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

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

APPENDIX A

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

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

ARTICLE V
RESIDENCY REQUIREMENT

Sec. 50-325 Definitions.
As used in this Article, the following terms shall have the respective meaning ascribed to them:

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

Promotion:
Advancement of an employee's rank or position.

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

Sec. 50-326 Scope of requirement.

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

B) Notwithstanding the provision of this Article, any employee as defined in section 2-222 of Article IV of the Revised Ordinances of the City of Fall River shall be subject to section(s) 2-223

through 2-229 of Article IV and any employee as defined in M.G.L c. 71 § 38 shall be subject to the provisions of M.G.L. c. 71 § 38. Every person employed by the City before November 15, 2012 who becomes reappointed, promoted or is unilaterally transferred on or after November 15, 2012 shall not be subject to this Article.

C) Every employee shall be furnished a copy of the residency ordinance when hired and annually thereafter and shall sign a certificate acknowledging receipt of the policy and agreeing to comply with the ordinance as a condition of continued employment. Failure to receive a copy and signing a certificate of acknowledgement shall not be held to excuse any violation.

D) Failure of an employee, subject to this Article, to comply with this Article shall be determined to be a voluntary termination of employment by such employee.

Sec. 50-327 Maintenance of list subject personnel.

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

Sec. 50-328 Filing certificate annually.

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

Sec. 50-329 Waiver authorized.

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

(A) The health of any employee or a member of their immediate family necessitates residence outside the city limits;

(B) Special circumstances, including but not limited to being in the best interest of the public to do so, exist justifying residence outside the City limits.

Sec. 50-330 Enforcement.

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

Sec. 50-331 Validity; Severability

In the event that this Article shall be deemed to be in conflict with a provision of any general or special law, the provision of that general or special law shall govern and shall not defeat the application of this Article with respect to any position not governed by the law. In the event that the provisions of this Article are in conflict with the provisions of any other ordinance the provisions of that ordinance shall be deemed repealed. The provisions hereof are severable, and the action of any court of competent jurisdiction in declaring any part or portion hereof invalid, shall not act to defeat any remaining part or portion hereof, and any such action declaring this section invalid with respect to any position or person shall not be held to apply to any other person or position.

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

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

A true copy. Attest:
Alison M. Bouchard
City Clerk

Ordinance No. 2012-34

APPENDIX B

1. Monitoring Sick Leave Policy

   A. The Environmental Police Unit will set seven (7) undocumented days per year as an acceptable standard of sick leave utilization per calendar year.

   B. Sick leave shall be periodically monitored on usage during a calendar year. As of January 1 of each year, the employees undocumented sick time shall be reset to 0 for review purposes. However, the Department reserves the right to use all personnel records in applying discipline, defense of grievances, arbitrations or other such actions.

   C. Suspected abuse of sick time usage shall normally result in the implementation of progressive discipline as follows:

      1st violation, verbal warning
      2nd violation, written warning
      3rd violation, written warning equal to a suspension, however, actual suspension time will not normally be served, as the intent is to have the employee improve attendance at work. The Department reserves the right to implement suspension time.
      4th violation, termination at the discretion of the Department.

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

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

D. Sick leave discipline as related to Article XXIX, Warning Letters. Shall not be removed from personnel files for a period of two years. Sick leave discipline shall be progressive from incident to incident, and year to year.

E. A Doctor's note identifying the cause of sick leave absence is required for said sick leave to be considered documented, except as noted in Section F.

F. Doctor's notes that do not identify the cause of sick leave absence will be accepted and placed in the personnel file. The Department reserves the right to deem said days as undocumented days, based on review of patterns of abuse.

G. An employee who is close to retirement and begins using more sick leave to reward himself/herself for not having used much sick time during his/her earlier years, shall not be an acceptable use of sick leave. This employee shall be treated as any other employee with a heavy sick leave use.

H. In all cases, the City reserves the right to have the employees evaluated by the City's doctor.

APPENDIX C

Memorandum of Agreement

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

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

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

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

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

Doug Teoli 2-26-13

Doug Teoli, Business Agent Date
Teamsters Local 251

William A. Flanagan Date
Mayor, Fall River, Massachusetts

2/15/13

Shawn E. Cadime Date
City Administrator

2-15-13

Madeline Coelho Date
Director of Administrative Services
Human Resources

Chief Dan Racine Date
Police Chief

Elizabeth Sousa 2-15-13

Elizabeth Sousa Date
Corporation Counsel

Environmental Police Officers
Bi-weekly salaries

Term of Collective Bargaining Agreement July 1, 2015 to June 30, 2019

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

	Environmental Police 10 Years
7/1/2017	1778.04
7/1/2018	1813.60

	Environmental Police 15 Years
7/1/2017	1786.88
7/1/2018	1822.62

	Environmental Police 20 Years
7/1/2017	1867.55
7/1/2018	1904.90

	Environmental Police 25 Years
7/1/2017	1876.76
7/1/2018	1914.29

	Environmental Police 30 Years
7/1/2017	1922.73
7/1/2018	1961.19

For the City of Fall River

Jasiel F. Correia II,
Mayor: _____ Date: 4-6-17

Cathy Ann Viveiros: _____ Date: 4.6.17
City Administrator

Joseph L Macy: _____ Date: 4/6/2017
Corporation Counsel

For Teamsters Local Union No. 251

_____ Matthew Taylor 4/6/2017
Secretary Treasurer

_____ Contract Coordinator 4/6/17

PAUL E. COOGAN
Mayor

City of Fall River
Massachusetts
Office of the Mayor

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2021 AUG 11 P 1:50

CITY CLERK
FALL RIVER, MA

August 11, 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 Police Superiors. The financial impact on the MOA is a retro amount of approximately $98,793 for fiscal year ended June 30, 2020 and $204,045 for fiscal year ending June 30, 2021or $302,838.

The total effect on the FY 2022 budget will be approximately $303,000. We were hopeful that this contract would have been settled in the prior year and monies would have been available. Unfortunately, it was not, and no monies were set aside in the FY22 budget to fund the retros. Currently, we are requesting a transfer from the stabilization fund in the of $303,000.

Your approval of the MOA as well as the transfer of funds is respectfully requested.

Best Regards,

Paul E Coogan

Paul E. Coogan
Mayor

One Government Center • Fall River, MA 02722
TEL (508) 324-2600 • FAX (508) 324-2626 • EMAIL mayor@fallriverma.org

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MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN THE CITY OF FALL RIVER AND THE FALL RIVER POLICE SUPERIOR OFFICERS' ASSOCIATION, MASSACHUSETTS COALITION OF POLICE, LOCAL 1844

WHEREAS, the City of Fall River ("City") and the Fall River Police Superior Officers' Association, Massachusetts Coalition of Police, Local 1844 ("Union") are parties to a collective bargaining agreement originally in effect from July 1, 2018 through June 30, 2019; and

WHEREAS, the parties have agreed to the terms of a successor agreement covering the period from July 1, 2019 through June 30, 2021;

NOW THEREFORE, the parties agree to the following terms:

The parties agree to extend the collective bargaining agreement and maintain all current terms and conditions of employment established by their 2018-2019 collective bargaining agreement, the parties' practices, current polices, and work rules, or in any other way except as modified herein:

1. Article XIX Employee Wages
   a. Amend section 1 of Article XIX to reflect a general wage increase of 1.5% effective retroactively to July 1, 2019, and a general wage increase of 1.5% effective retroactively to July 1, 2020.

2. Article XIX – Wages
   a. Modify Article XIX to state that eligibility for all steps is determined "by creditable service as defined by General Laws, c. 32 and accepted by the Fall River Retirement Board, except in cases where an employee's service with the Fall River Police Department is greater…"

3. Article IX, Injured on Duty - Section 3 Replace with the following:

   In the event that the employee's physician and the City physician disagree as to the employee's ability to perform limited or less than full-time duty, the Director of Human Resources shall arrange for an examination of the Police Officer at the City's expense *by a physician selected by the parties.* ~~from a pool of a minimum of five (5) Physicians previously approved by the Director of Human Resources and the Fall River Police Association from the list of doctors qualified by the State Retirement Board.~~ In the event an independent physician is not agreed to within 30 days from the establishment of disagreement between the FRPD physician and the officer's physician, the independent physician shall be appointed by a physician agreed upon by the parties. Said physician shall be selected by the mutual agreement of the employee's physician and the City physician. The doctor shall examine the employee and render an opinion as to

whether or not the incapacity continues to exist and as to whether in fact the police officer cannot perform limited or light duty as assigned by the Chief of Police. A neutral physician's determination shall be binding on both parties. Pending receipt of the neutral physician's determination, the employee shall continue to be granted leave without loss of pay for that period ad shall not be required to return to duty.

4. Article X, Leave of Absence - Section 3(a)
    a. Add "grand parents-in-law" to the first sentence (Note: Current Practice). Change section 6 to include women officers who adopt to get 4 days leave.

5. Article XI- Hours of Work and Overtime - Section 8
    a. Add a sentence that states "Except in emergencies, officers will not be ordered into work on two consecutive days off."

6. Article XIV- Furloughs/Vacations Section 2
    a. Add a sentence to the end of Section 2 that states "Employees shall qualify for the amount of furlough days based on their creditable service with the Fall River Retirement system, except in cases where an employee's service with the Fall River Police Department is greater." The parties acknowledge that nothing in this provision is intended to change the manner in which employees select furlough based on seniority within rank in accordance with SOP-ADM.02.1 and the parties' practice.

7. ARTICLE XIX- WAGES - Section 4
    a. Add a sentence to the end of Section 4 that states "Officers will notify the Chiefs Office of all anticipated increases in creditable service prior to April 1 of any year to be awarded in the following fiscal year."

8. Article XXII - Quinn Bill - Section 3
    a. Add a sentence to the end of Section 3 that states "Officers will notify the department of any anticipated changes in Quinn Bill before April 1 of any year to receive the benefit in the following fiscal year."

Paul E Coyne
City of Fall River
Date: 7-21-21

Fall River Police Superior Officers Union
Date: 07-21-21

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FALL RIVER POLICE SUPERIOR OFFICER'S ASSOCIATION

FALL RIVER POLICE SUPERIOR OFFICERS ASSOCIATION

ESTABLISHED 2008

COLLECTIVE BARGAINING AGREEMENT

13

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

The City of Fall River
And
The Fall River Police Superior Officer's Association
Affiliated with Massachusetts Coalition of Police as Local 1844

Effective
July 1st, 2016 through June 30th, 2019

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THIS AGREEMENT, made and entered into on this the 1st day of July, 2016, by and between the City of Fall River, acting by and through its Mayor, hereinafter called "the City," "Employer," or "Municipal Employer,' and the "Fall River Police Superior Officer's Association, Affiliated with Massachusetts Coalition of Police as Local 1844" hereafter called "Association."

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PREAMBLE

WHEREAS the parties to this Agreement consider by this Agreement and the efficient and economic operation of the Police Department require that an orderly and constructive relationship be maintained between the parties; and
WHEREAS the participation of the employees in the collective bargaining process contributes to the effective conduct of the public business and police administration; and
WHEREAS the parties to this Agreement consider themselves mutually responsible to establish stable and meaningful relations within the Agreement; and NOW, THEREFORE, in consideration of the mutual promises and agreements herein contained, the parties mutually agree as follows:

ARTICLE I
RECOGNITION

The city recognizes the Association as the sole and exclusive bargaining representative, for the purpose of the collective bargaining relative to wages, hours, and other conditions of employment and for their mutual aid and protection, of and for all permanent sergeants, lieutenants, and captains, excluding patrol officers, deputy chiefs, and the chief of the Police Department of the City of Fall River.
The City and the Association agree not to discriminate against employees covered by this Agreement on account of membership or non-membership in the Association. A police officer in this Agreement shall mean sergeant, lieutenant and captain.

ARTICLE II
EMPLOYEES RIGHTS

Section 1: Employees have, and shall be protected in the exercise of the right, freely and without fear of penalty or reprisal to join and assist the Association. The freedom of employees to assist the Association shall be recognized as extending to participation in the management of the Association and acting for the Association in the capacity of an Association officer or representative, or other-wise, and including the right to present Association views and positions to the public, to officials of the City and the department, to the members of the City Council of the City of Fall River and the General Court, or to any other appropriate authority or official.

Without limiting the foregoing, the City agrees that it will not aid, promote or finance any labor group or organization which would violate any rights of the Association under this Agreement or the law. Further, no representative, Department Official or agent of the City shall:

A. Interfere with the formation, existence, operations, or administration of the Association.

B. Discriminate against an employee because he has given testimony or taken part in any grievance procedures, or other hearings, negotiations, or conferences for or in behalf of the Association, or,

C. Refuse to meet, negotiate, or confer on proper matters with officers or representatives of the Association as set forth in this Agreement.

Section 2. The members of the Association Bargaining Committee, not to exceed six (6), shall be granted leave of absence without loss of pay or benefits, for all meetings between the City and the Association for the purpose of negotiating the terms of a contract or supplements thereto.

Association officers, shift and bargaining committee members, not to exceed six (6) in any instance shall be granted leave of absence without loss of pay or benefits for time required to discuss and process grievances or incidents which could lead to grievances, with the employee or others involved, and may enter the premises of the Department, at any reasonable time for such purposes, provided they give notice of their presence immediately upon arrival to the person in charge, in keeping with existing Department rules and regulations.

Such officers, shift representatives and Bargaining Committee members who work with any night shift shall have their hours and schedule of work accordingly adjusted to effectuate the purposes of this Section, such adjustment to be made by their Commanding Officer.

Only an emergency officially declared by the Mayor or the Governor, or Chief of Police, shall stay the provisions of this Section.

Section 3. Association officers and shift representatives shall be permitted to discuss official Association business with employees prior to on-duty roll call or following off-duty roll call.

Section 4. The Association shall provide the Department and keep updated, a list of its officers and Bargaining Committee members and of all its shift representatives.

Section 5. Association officers, shift representatives and Bargaining Committee members, up to a maximum total of six (6) in any one instance, shall be granted leave of absence, without loss of pay or benefits, if they so request to attend meetings of the City Council of the City of Fall River, the General Court or other public body, for the conduct of Association business, in an official capacity and shall return to duty within a reasonable time.

Section 6. President of Association. In order to promote communication with the department, the duly elected president of the association shall be granted no less than four (4) days of unassigned time, each and every month, for union business purposes. If, in the opinion of the union, additional unassigned time may be required, the President shall submit a written justification to the Chief of Police who shall approve or deny the request and the Chief's decision shall be final.

ARTICLE III
MANAGEMENT RIGHTS

Nothing herein contained shall be so construed as to limit or in any way diminish the inherent rights of management and management's prerogatives are hereby re-emphasized and reasserted, and nothing in this Agreement shall be interpreted as diminishing the rights of the employer to determine and describe the methods and means by which its operation of the police department shall be conducted, except as may otherwise be provided by this Agreement.

ARTICLE IV
NO-STRIKE CLAUSE

Section 1.

(a) No employee covered by this Agreement shall engage in, induce, or encourage any strike, work stoppage, or slowdown, or any other withholding of services. The Association agrees that neither it nor any of its officers or agents wilt call, institute, authorize, participate in, sanction, or ratify any such strike, work stoppage, or slowdown, or withholding of services.

(b) Except for the right to strike, which is hereby prohibited, all other Association activities are protected.

(c) Nothing shall abridge the right of any duly authorized representative of the Association to communicate with citizens of the Community on issues which affect the welfare of its members.

Section 2.

(a) Should any employee or group of employees covered by this Agreement engage in any strike, work stoppage, slowdown, or withholding of services, the Association shall forthwith disavow any such strike, work stoppage, slowdown, or withholding of services shall refuse to recognize any picket line established in connection therewith.

(b) Furthermore, at the request of the Municipal Employer, the Association shall take all reasonable means to induce such employee or group of employees to terminate the strike, work stoppage, slowdown, or withholding of services and return to wok forthwith.

Section 3. In consideration of the performance by the Association of its obligations under Section 1 and 2 of this article, there shall be no liability on the part of the Association nor of its officers or of the agreements contained in this Article by individual members of the Association. Any employee who breaches the agreements contained in this Article shall be subject to disciplinary proceedings under Civil Service law and pertinent rules and regulations.

ARTICLE V
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. The failure of the Municipal Employer or the Association 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 Municipal Employer or of the Association to future performances of any such term or provisions, and the obligations of the Association and the Municipal Employer to such future performances shall continue in full force and effect.

ARTICLE VI
COURT TIME

Section 1. Court Attendance.

(a) An employee who attends as a witness, or in any other officially assigned capacity, in the performance of his/her duty for or in behalf of the Commonwealth or the City, in a criminal or other case (including any civil case which resulted from an official police action) pending in any Superior Court or any Federal Court shall, if he/she is not on duty, be entitled to overtime compensation for every hour or fraction thereof during which he/she receive less than three (3) hours such pay on an overtime basis.

(b) An employee who attends as a witness, or in any other officially assigned capacity, in the performance of his/her duty for or in behalf of the Commonwealth or of the City, in a criminal or other case (including any civil cases which resulted from an official police action) pending in any District Court or before any State Administrative Agency, shall, if he/she is not on duty, be entitled to overtime compensation for every hour or fraction thereof during which he/she was in such attendance, but in no event shall he/she receive less than three (3) hours such pay on an overtime basis.

(c) Any employee who is on extended sick leave for a period of more than four scheduled work days shall be reassigned to "C Watch". This administrative watch will have the scheduling of a day shift employee who works a five-day on and two day off schedule. Therefore, an employee who is on extended sick leave for a period of more than four consecutive scheduled work days, upon reassignment to "C Watch" shall not be compensated on overtime basis for court attendance.

Section 2. Travel Time. Travel time allowance for authorized attendance at any court outside the city limits shall be set by the Chief of Police, and paid at the hourly overtime rate of pay.

Section 3. Short-day Option. At the discretion of the commanding officer, an employee scheduled for a court appearance on a short-day, so-called, shall be relieved from duty with pay at 2:00 A.M. on the last tour of duty for the purpose of rest and refreshment prior to said court appearance. If manpower

prohibits an officer from leaving at 2:00 A.M., the Watch Commander shall allow the officer to return to duty at 6:00 P.M. on the First watch. This will be done to insure the competency and alertness of the officer and to promote the public safety.

ARTICLE VII
HOLIDAYS

Section 1. Defined the following shall be considered holidays for the purpose enumerated below:

New Years Day	Independence Day
Martin Luther King Day	Labor Day
Presidents' Day	Columbus Day
Police Memorial Day	Veteran's Day
Patriot's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
	Christmas Day

or on the following Monday if any day aforesaid falls on Sunday.

Section 2. Holiday Compensation. Each employee shall receive, for each such holiday, in addition to his regular weekly compensation, an additional day's pay, computed on one-fifth of his regular weekly compensation, guaranteed.

Section 3. In addition, employees covered by this agreement shall receive as a half holiday, Good Friday which shall be paid at the rate of one tenth his/her regular weekly salary.

"Each employee shall also receive for New Year's Day, Martin Luther King Day, Presidents' Day, Police Memorial Day, Patriot's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Day after Thanksgiving and Christmas Holidays in addition to his regular weekly compensation and the holiday pay guaranteed by the foregoing Section 1, an additional one-half days pay, computed at one-tenth of his regular weekly compensation guaranteed."

ARTICLE VIII
PAID POLICE DETAILS AND OUTSIDE EMPLOYMENT

Section 1. Procedure. The following procedure will be adhered to in the assignment and recording of all paid police details:

(a) All employees shall be eligible for paid police details, without restriction as to the type of detail or the employee's rank.

(b) Any employee who performs a paid detail not officially assigned by such Extra Paid Detail Officer, or who works at outside employment without sanction of the Chief of Police, shall not be protected by the provisions of M.G.L., 41, Section 100 as amended.

(c) Work-cards shall be kept as the official records of the Department and shall be made available to the Association for its inspection and use upon its request.

Section 2. Penalties or Reprisals. No employee shall be penalized in any way as a result of having worked at a paid police detail, or other form of employment sanctioned by the Chief of Police, if he is absent due to illness or injury, either on the same day, the following day, or on his next scheduled tour of duty subsequent to having performed such scheduled detail of employment

Section 3.

(a) The rate of compensation for paid details may be increased and premium rates set by written notice to the Chief of Police from the Association's Executive Board, in accordance with present practice.

(b) Where a private contractor is performing work under contract with the City of Fall River on a main thoroughfare, and opens the street or obstructs traffic, the City reserves the right to close main thoroughfares. If the City closes a main thoroughfare under these circumstances and the Chief of Police or his/her designee determines there is a need for an extra paid detail officer, the contractor who is performing work under contract with the City shall be required to hire an extra paid detail officer to reroute traffic around the closed main thoroughfare.

Section 4. The final determination as to when a police officer is required on an extra paid detail shall be determined by the Chief of Police or his/her designee.

Section 5. The City, shall maintain a record of all such Extra Paid Detail assignments and said record shall include an indication as to the number of Details offered to members of the Bargaining Unit and a record of their acceptance or refusal and further an indication of their voluntary or disciplinary removals or suspensions from the detail list. No Officer or other person shall accept any such assignment unless the same is made by the Chief or his/her representative.

Officers shall not be allowed to make up lost work opportunities.

All members of the Police Department shall sign a card indicating their availability to work Extra Paid Details. There shall be no "permanent details" established. (Extra Paid Details shall be distributed equally among all members of the Department)

Section 6. Those members of the Department who are found to be in violation of the provisions of this Article, as to performance of paid details, failure to arrive on time for a detail, or as to procuring "permanent details" in violation hereof shall have their cards removed from the active file of the detail list for a period of time as outlined below. Provided, however, if a person is found to have violated these provisions, the suspension from the active file shall remain in force until it is determined that there did not exist just cause, and the only remedy shall be to acquire assignments to make up for lost work opportunities. For any violation there shall be a period of thirty (30) days removal from the active file.

Section 7. The City shall supply the Chief or his/her representative copies of all street opening permits issued by the City.

Section 8. All paid police details within the limits of public ways, which shall include utility pole replacement on sidewalks, shall be solely performed by Fall River Police Officers. Retired Fall River Police Officers may be used, if an active Fall River Police Officer is not available for said detail(s). Work performed by city employees shall be excluded from this article.

Section 9. Paid police details will be scheduled for payment in the same manner as overtime. Specifically, once the completed detail slip is submitted to the Chief's Office, payment will be processed within a 14 day period and appear on the next payroll.

ARTICLE IX
FITNESS TO RETURN TO WORK AFTER SERVICE CONNECTED ILLNESS, INJURY, OR DISABILITY

Section 1. Injured Employees. When a police officer is incapacitated for duty, because of an injury sustained in the performance of his/her duty; becomes so incapacitated because of injuries so sustained, he/she shall be granted leave without loss of pay for the period of such incapacity provided that no such police officer has been retired or pensioned in accordance with law or for any period after the City Physician determines that such incapacity no longer exists.

A police officer shall not be restricted to his/her residence for the initial injury which gave rise to such leave. If however, the member returns to duty, then subsequently claims a recurrence of initial injury, he/she shall be confined to residence, for duration of sick, injury leave.

Service Connected Disability Retirement and Residency Confinement: If a police officer applies for a service connected disability retirement and is rejected, the member shall have the right to appeal that rejection. If that appeal is denied, the member shall then be confined to his/her residence or return to duty.

Section 2. An employee absent from duty on account of sickness, injury, or disability incurred in the performance of his/her duty shall be entitled to examination and treatment by a physician of his/her own choice. His/her physician shall be afforded full opportunity to consult with the City's Police Department physician prior to any determination by such City physician as to the employee's fitness to resume police duty.

Section 3. In the event that the employee's physician and the City physician disagree as to the employee's ability to perform limited or less than full-time duty, the Director of Human Resources shall arrange for an examination of the Police Officer at the City's expense by a physician selected from a pool of a minimum of five (5) Physicians previously approved by the Director of Human Resources and the Fall River Police Superiors Officers Association from the list of doctors qualified by the State Retirement Board. Said physician shall be selected by the mutual agreement of the employee's physician and the City physician. The doctor shall examine the employee and render an

opinion as to whether or not the incapacity continues to exist and as to whether in fact the police officer cannot perform limited or light duty as assigned by the Chief of Police. A neutral physician's determination shall be binding on both parties. Pending receipt of the neutral physician's determination, the employee shall continue to be granted leave without loss of pay for that period and shall not be required to return to duty.

Section 4. When a Police Officer is incapacitated for duty because of injuries sustained in the performance of his/her duties, he/she shall promptly notify the Chief of Police or such persons as the Chief of Police shall designate.

Section 5. Booking Room. The Chief of Police or his designee shall review and approve all assignments of limited duty personnel to the booking room in order to ensure that said assignment would not place the employee in jeopardy of further aggravating an injury which caused the employee to be placed on limited duty in the first place.

ARTICLE X
OTHER LEAVES OF ABSENCE

Section 1. Miscellaneous. Subject to the operating needs of each Division or Section, determined by the superior in charge, and approval by the Chief of Police, leave of absence without loss of pay, shall be permitted for the following reasons:

(a) Attendance by an employee who is a veteran as defined in Section 21, Chapter 31, of the General Laws, a pallbearer, escort, bugler, member of a firing squad or color detail, at the funeral or memorial service of a veteran as so defined, or any person who dies under other than dishonorable circumstances while serving in the armed services of the United States in time of war or insurrection.

(b) 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 or certain veteran's organizations as designated from time to time, during the life of the Agreement by the Mayor.

(c) Inoculation required by the Municipal Employer.

(d) Red Cross blood donations authorized by the Department

(e) Promotional examinations conducted under Civil Service Law and rules for promotion to any position in the service of the Department

(f) Medical examinations for retirement purposes.

(g) Attendance at educational programs required or authorized by the City or its Chief of Police.

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 duty as a member of such reserve component; provided, however, that such leave shall not exceed seventeen (17) calendar days. Days off shall not be recorded as leave days.

Section 3. Death in the Immediate Family.
(a) 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, or grandchild (relatives of the half-blood shall be considered relatives of the 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 Chief of Police, such employee shall be entitled to receive four (4) days bereavement leave, exclusive of days off, without loss of pay for the purpose of attending funeral services and/or arranging for burial.
(b) If an officer is working, he/she shall get one (1) day off for the wake or funeral for an aunt and uncle by blood or marriage.

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.

Section 4. Police Relief Association, etc.

(a) Employees, not exceeding eleven (11) in number who are elected officials of the Fall River Police Relief Association, shall be granted one day's leave without loss of pay per year, for the purpose of attending its annual dinner meeting, and one day's leave without loss of pay to attend the annual fundraising event.

(b) The Treasurer and Secretary of the Fall River Police Relief Association and a third Officer if the Commonwealth so requires shall be granted leave of absence, without loss of pay or benefits, for meetings with State officials to review the books and accounts of said Association.

(c) An employee who is a member of the Executive Board of the Massachusetts Police Association shall be granted no less than fifteen (15) days' leave without loss of pay per year, for the purpose of attending Executive Board meetings of said Association.

(d) Employee delegates to the Massachusetts Police Association annual meeting/conventions shall each receive two days leave without loss of pay per year, to attend same.

(e) Documentation for leave must be submitted to the Chief or his designee.

Section 5. Pregnancy-Maternity Leave. Whenever a female employee shall become pregnant, she shall furnish the Chief of Police with a certificate from her physician stating 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 Chief of Police 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 (3) months thereafter. The provisions of this Section shall supersede/amend the sick leave practice provided by this Agreement's "Benefits" Clause.

Section 6. An officer will be granted four (4) days Paternity Leave at full pay for the birth or adoption of his child.

Section 7. Sergeants, Lieutenants and Captains shall be allowed to take compensatory time with three days notice.

ARTICLE XI
HOURS OF WORK AND OVERTIME

Section 1. Tours of Duty. Hours of Work. Employees shall be scheduled to work on regular tours of duty (work shift) and each tour duty (work shift) shall have the following regular starting and quitting time.

(a) Uniform Division:

Day Shift	6:00 A.M. to 2:00 P.M.
First Watch	2:00 P.M. to 10:00 P.M.
Last Watch	10:00 P.M. to 6:00 A.M.

Employees assigned to the night shift shall rotate from "Last" to "First" Watches on a daily basis.

(b) Major Crimes Division/Vice Intelligence:

Day Shift	8:00 A.M. to 4:00 P.M.
First Watch	4:00 P.M. to 12:00 Midnight
Last Watch	12:00 Midnight to 8:00A.M.

(c) Crime Scene Unit:

Day Shift	8:00 A.M. to 4:00 P.M.
First Watch	4:00 P.M. to 12:00 A.M.
Last Watch	12:00 A.M. to 8:00 A.M.

(d) Staff Services Division:

(Captain & Lieutenant Assigned to Day Shift Will Work a 5 & 2 Schedule)

Day Watch 8:00 A.M. to 4:00 P.M.

(i.) Communications & Jail Property

Day Shift	6:00 A.M. to 2:00 P.M.
First Watch	2:00 P.M. to 10:00 P.M.
Last Watch	10:00 P.M. to 6:00 A.M.

(e) Prosecutor: 8:00 A.M. TO 4:00 P.M. (Monday through Friday)

(f) Special Operations:

Day Shift	8:00 A.M. to 4:00 P.M.
First Watch	4:00 P.M. to 12:00 A.M.
Last Watch	12:00 P.M. to 08:00 A.M.

Planning & Training: 8:00 A.M. to 4:00 P.M.

Administration: 8:00 A.M. to 4:00 P.M.

Section 2. Day-Off Groups. Requests for Day-Off Changes. All employees shall be assigned a day-off group. Days off so assigned shall be considered "regular scheduled days off." Employees whose regular days off are Saturday and Sunday shall be placed in day-off group 7.

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
1-2-7	2-3	3-4	4-5	5-6	6-1	1-2-7
2-3-7	3-4	4-5	5-6	6-1	1-2	2-3-7
3-4-7	4-5-7	5-6	6-1	1-2	2-3	3-4-7
4-5-7	5-6	6-1	1-2	2-3	3-4	4-5-7
5-6-7	6-1	1-2	2-3	3-4	4-5	5-6-7
6-1-7	1-2-7	2-3	3-4	4-5	5-6	6-1-7

(Above is a sample of six-week cycle.)

An employee's request for a change of day-off must be approved by his/her Commanding Officer. Once a day-off change is approved, the resulting schedule for the calendar week within which such change was effected shall constitute the requesting employee's regularly scheduled tour of duty,

for overtime or other purposes. Said resulting schedule shall not be changed back to the original without the employee's consent.

(a) Four-Two Work Schedule. Unless otherwise provided in this Agreement, the work schedule for all employees shall be four (4) days on and two (2) days off. All work schedules shall be based on the day-off group system set forth in this Section. All employees shall receive not less than one hundred twenty-one (121) regular days off yearly. The regular hours of work for employees shall not exceed forty (40) hours weekly.

Section 3. Scheduling of Overtime. In emergencies or as the needs of the service require, employees may be required to perform overtime work. Employees shall be given as much advance notice as possible of overtime work. The Department shall seek to avoid assigning overtime to employees working on a "short-day.' Overtime shall be distributed to employees on a fair and equitable basis, within ranks. In the Uniform Division, the "overtime work-card files," shall be utilized to insure such distribution. When extraordinary circumstances should occur, i.e., within 48 hours of the lifting of a snow ban emergency, major fire, hurricanes, etc., and where manpower requirements necessitate patrol personnel to be taken from their normal assigned duties, "after a declared emergency" ends, the Chief of Police will evaluate the situation and determine if additional details are required, and if those details will be paid on an overtime basis.

Section 4. Overtime Service. All assigned, authorized or approved service outside or out-of-turn of an employee's regularly scheduled tour of duty (other than paid police details), including service on an employee's scheduled day off, or during his/her vacation, and service performed prior to the scheduled starting time for his/her regular tour of duty (except 10 minute roll-calls), and service performed subsequent to the scheduled time for conclusion of his/her regular tour of duty, shall be deemed overtime service, subject to the following rules:

(a) If duty requires an employee to work beyond the normal quitting time of his/her scheduled tour of duty, his/her overtime hours and fractions there of shall be recorded as they occur, one-half hour or less shall be recorded as a full half-hour; over one-half hour to one hour shall be recorded as a full hour.

(b) If an employee is notified orally or in writing by proper Department authority to report to his/her Division or Section or to any other place, outside or out-of-turn of his/her regularly scheduled tour of duty, and he/she so reports, he/she shall be paid on an overtime basis for all such time, and shall be guaranteed a minimum of four (4) hours of overtime pay therefore.

It is understood that the four-hour, guarantee does not apply when an employee is called in early to work prior to the normal starting time of his/her scheduled tour of duty and works continuously from the time he/she reports until the starting time of his/her normal scheduled tour of duty, nor if the overtime service involved is a continuation of his/her regularly scheduled tour of duty.

(c) No employee or group of employees shall be required to split their eight-hour daily tours of duty, or to change their regularly scheduled days-off, or to work other than on their regularly assigned tours of duty, in order to avoid the overtime provisions of this Article. Except as provided in Section 1 of this Article, changing an employee's tour of duty or working hours (from a "Last" or "First" watch, from a day assignment to a night assignment, or from a night to a day assignment) on a day-to-day basis shall be regarded as avoiding the overtime provisions of this Article.

(d) Whenever overtime is given out utilizing grant money, sergeants shall have their overtime cards placed in rotation along with patrolmen according to day off groups. This paragraph is intended to ensure that sergeants are given an equal opportunity to work the assignments as patrolmen. Whenever a supervisory position is required, lieutenants and captains shall have an equal opportunity to work along with sergeants. It is understood that some grants are utilized within a unit.

(e) Uniform Division Supervision:

Within the Uniform Division, the Chief will attempt to maintain two (2) sworn sergeants on the street during each shift. To that end, the Chief will first offer the opportunity to fill a sergeant's vacancy within the Uniform Division to sergeants within that Division before filling the vacancy with an acting sergeant.

Section 5. Method of Compensation for Overtime Service. An employee who performs overtime service in accordance with the provisions of this Agreement shall receive, in addition to his/her regular weekly compensation, time and one-half his/her straight time hourly rate of pay for each hour of overtime service, or fraction thereof. The straight-time hourly rate shall be computed at one-fortieth of said employee's regular compensation as set forth in the wage scales attached hereto as Appendix A with the addition of the individual's education incentive pay, if any. It is the intent of the parties to include the same benefits in calculating overtime rates for supervisors as are presently included for the police officers represented by the Fall River Police Association.

Employees may be given compensatory time-off in lieu of monetary compensation for overtime service. The intent of this instant paragraph is not to deny an employee right of case payment for overtime work performed. Pay for overtime service shall be in addition to and not in lieu of holiday pay or vacation pay, and shall be remitted to employees as soon as practicable after the week in which such overtime service is performed.

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

Section 6. Comp time that results from overtime: For the purpose of this Article XI, Section 6, it is understood that a compensatory day of vacation which results from a court appearance during a member's vacation as listed in Section 5 Paragraph 3 of Article XI shall not be eligible for payment under these sections. This exclusion of payment eligibility for comp time also applies to members of special Group seven (7).

(a) 50 hours may remain on books;

(b) All hours over 50 shall be used within 6 months of accrual;

(c) Anything less than 50 hours can be surrendered for time or cash at discretion of the officer;

(d) All comp time can be surrendered either for time or cash at officer's option in accordance with subsections a, b, c, of this Section 6.

(e) Any officer taking a regular, non-disability retirement must use all comp days prior to retirement;

(f) Officer shall receive payment for surrendered comp time within two bi-weekly pay periods.

(g) An Officer who retires on a disability retirement or dies, on or off duty, will be reimbursed for any "non-payable" unused accumulated time. If necessary the payment will be to the estate of the officer..

Section 7. Any officer not covered by the provision of Article XIX, who is ordered into work on his/her regular day off, shall receive overtime pay and an additional day off for each shift worked. Officers shall be called in inverse order of seniority.

Section 8. Overtime calculation to include shift differential.

Section 9. When an officer who is going on "days off" is required to work an extra shift, he/she shall receive an extra day off. (LAST DAY ON)

ARTICLE XII
MISCELLANEOUS

Section 1. Bulletin Board. Space shall be provided in Division and Sections, at places of assembly of the employees, for Association Bulletin boards of reasonable size to be supplied by the Association for the posting of announcements relating to Association Business.

Section 2. Copies of Orders. Copies of current general orders, special orders, and personnel orders shall be supplied to the Association, and copies of such orders issued subsequent to the effective date of this Agreement shall be supplied to the Association at time of issuance. The employer further agrees to post any and all new work rules at least 10 days before becoming effective with a copy to the Association except in situations which require immediate or emergency action. Failure to post new work rules shall not occur arbitrarily or capriciously.

Section 3. Separability Clause. Should any provision of this Agreement or any supplement thereto be held invalid by any court or tribunal of competent jurisdiction, or if compliance with or enforcement of any such provision should be restrained by any court, all other provisions of this Agreement and any supplement thereto shall remain in force, and the parties shall negotiate immediately for a satisfactory replacement for any such provision.

Section 4. No Loss of Existing Benefits. Except as improved herein, all job benefits heretofore enjoyed by employees shall continue under the conditions upon which they have previously been granted.

Except as improved herein, all benefits specified in the published rules and regulations, general and special orders in force on the effective date of this Agreement shall be continued in force for the duration of this Agreement.

No employee shall, as a consequence of the execution of this Agreement, suffer a reduction in such benefits, or be deprived of any benefits or protections granted by the law of the Commonwealth of Massachusetts.

Section 5. Scope of this Agreement. The provision of this Agreement supersedes any conflicting or inconsistent rule, regulation, or order promulgated by the Police Chief. In the event of any statute(s) relating to members of the Police Department provides or sets forth benefits or terms in excess of or more advantageous than the benefits to terms of this Agreement, the provisions of such state(s) to the extent not forbidden by law, shall prevail. In the event this Agreement provides or sets forth benefits or terms in excess of or more advantageous than those provided or set forth in any such statute(s), the provisions of this Agreement shall prevail.

Section 6. Safety, Health, Welfare, and Protection of the Public. Both parties to this Agreement shall cooperate in the enforcement of safety rules and regulations. Complaints with respect to unsafe or unhealthy working conditions shall be brought immediately to the attention of an employee's supervising officer and may be a subject of grievance thereunder.

No employee shall be required to operate an unsafe piece of equipment of any kind or a motor vehicle which does not comply with state or federal law. All Police cruisers purchased after this agreement shall be equipped with shot gun racks.

Section 7. Health Benefits

A. Health Care Plan Benefits

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

SERVICE	CO-PAYMENT
Office Visit	$15.00
Emergency Room Visit	$50.00
In-Patient Stay	$250.00 (but not more than 4 In-Patient Co-Payments in a plan year per individual)
Out-Patient Surgery	$150.00 (but not more than 4 In-Patient Co-Payments in a plan year per individual)
High Tech Radiology	$50.00
Prescription Drugs	$10.00 Tier 1 $20.00 Tier 1

$20.00 Tier 2	$40.00 Tier 2
$35.00 Tier 3	$70.00 Tier 3
Retail	Mail order

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

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

B. Amendment of the Memorandum

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

ENTIRE AGREEMENT

This 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 the parties hereto.

CONFORMANCE

If any provision of this section 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.

C. Dental Insurance

Effective July 1, 2013 to June 30, 2016, the City shall continue to maintain a dental insurance plan and will offer Altus Dental in replacement of the previous Delta Dental Plan. The City shall continue to contribute seventy five percent (75%) of the base option one plan.

Section 8. Non-Police Functions.

(a) As a daily routine, no male or female police officer shall be required to perform non-police services or duties except in temporary emergencies. This provision shall also apply to switchboard duties if no off duty signal operator is available (except when an operator is being relieved for breaks or lunch periods).

(b) No female police officer shall be required to perform matron duty except in temporary emergencies. In all other cases the Department shall call in standby matrons to perform this duty. Lunch breaks excepted.

(c) The City agrees that no on-duty employee shall transport police department civilian personnel to and from work, in City-owned (or leased) police vehicles, whether such vehicles are marked or unmarked, except in temporary emergencies.

Section 9. Distribution of Copies of the Agreement. The City agrees to furnish the Association with seventy (70) copies of this Agreement.

The City will print copies of the contract in the City Hall print shop and will absorb the entire cost.

Section 10. Payment of Dues.

(a) The Employer agrees to deduct membership dues according to the policies and procedures now in effect.

(b) The Employer shall make the deductions required herein and shall remit the aggregate amount deducted to the Treasurer of the Association together with a list of all such employees who have paid said dues in accordance with Paragraph One (1) above. The remittance shall be made at least one time per month.

(c) In accordance with the provisions of M.G.L. Chapter 150E, Section 12, effective thirty (30) days alter the beginning of employment with the City, it shall be a condition of employment that all employees in the bargaining unit pay to the Association a service fee equal to the amount required to become a member and remain a member in good standing of the Association. Remittance of the aggregate amount of service fees deducted shall be made to the Association's Treasurer by the City at the same time that Association dues are paid to him/her by the City each month.

Section 11. Court Costs. The reasonable cost of any court action or Board hearing which results in a finding that any provision or provisions of this Agreement have been violated by the City, shall be paid by the City.

Section 12. Dress Codes.

(a) No department dress code shall require the wearing of nameplates.

(b) The following shall be considered acceptable grooming:

1. Sideburns no longer than ear length neatly trimmed.
2. Hair length, neatly trimmed, not to extend beyond the shirt collar, or over the ears.

Section 13. Personnel Parking Facilities.

(a) The City agrees to cooperate with the Association in a good faith effort to provide parking facilities within a reasonable distance of the station (to be mutually agreed upon) at all times of the day or evening at no cost to the employees.
(b) The City will provide supervisors with one eight hour training day per year relative to superior officer duties. This training will be conducted during a regular work day. If two weeks' notice is given to the employee, then the employee may have his/her shift changed to accommodate this training; otherwise, the employee shall be entitled to overtime for the day.

Section 14. Association Office. The Association shall have the exclusive use of one room in the Central Police Station at all times. The Department shall permit the Association use of its copy machine(s) for Association business.

Section 15. In-Service Training. A Joint Committee on In-Service Training shall exist. Said joint committee shall be composed of three (3) Association designees and three (3) City designees, to meet at mutually agreeable times, but not less often than once monthly, to make recommendations to the Chief of Police and to the Mayor and to the Association relative to the implementation of an in-service training program.

Section 16. Unfair Labor Practices. The Association and the City agree that there shall be no unfair labor practices within the meaning of General Laws, Chapter 150 E.

Section 17. Air conditioning shall be included in all police vehicles.

Section 18. Stress Counseling. The City shall provide at the City expense, counseling services for employees in need of on job stress related counseling. Counseling will be given by mutually agreed upon provider.

Section 19. Officers shall be made aware of all complaints against them within three (3) Days of the complaint being made. However, the provisions of this section shall not apply to a criminal complaint(s) brought against an officer(s).

Section 20. If the department needs a lieutenant and there is no sergeant on the promotional list, the senior sergeant can be utilized to fill the need. If there is going to be overtime because of the need, then a lieutenant must be utilized to fill the need.

Section 21. The City agrees to furnish the Association with copies of all grants received related to the running of the police department.

Section 22. Tasers: The chief will provide two (2) tasers for the exclusive use of Uniform Division Sergeants.

Section 23. Law Books: The Chief will provide three (3) sets of Police/Law books (Criminal Law, Criminal Procedure, Motor Vehicle Law) and will provide the Uniform Division with its own user-name and password for WESTLAW or an equivalent on-line legal research site. All bargaining members will be provided training for this on-line legal research site.

Section 24. Compensatory Days upon Promotion: Upon promotion, employees must cash in all cashable compensatory time, as referred to in Article XI (currently up to 50 hours). The payout will be calculated at the employee's pay rate prior to promotion. Employees may continue to carry the eleven (11) compensatory days granted under Article XIX.

Section 25. Direct Deposit: The City shall require employees to be paid by direct deposit only.

ARTICLE XIII
PROMOTIONAL LIST

Section 1. Promotional Lists. The City agrees to and shall,

(a) through its Chief of Police or Mayor, request the Human Resource Division of the Commonwealth of Massachusetts not less than twenty (20) weeks prior to the holding of a promotional examination for sergeant, lieutenant or captain by said Division, to include the Police Department of the City in the group of municipalities to whose police officers said examination shall be given, in order to assure that a valid two year eligible list within the meaning of M.G.L.C. 31, Section 25, for such ranks become effective as soon as is practical and possible after the expiration or upon the expiration of a Civil Service Eligibility list for such ranks, and to insure that each list be forthwith succeeded by another such eligibility list (i.e., that each two (2) year Civil Service list for promotional opportunities for all members of the bargaining unit as the case may be, be forthwith succeeded by another such eligible list). The intent of this paragraph (a) is to insure that the City makes request for promotional examinations in a timely fashion prior to the expiration of an existing two (2) year promotional eligibility list. It is understood that there may be a break in the continuity of said lists and that due to the administrative scheduling of such examinations by the Human Resources Division , there may come a time when there will be no existing list pending establishment of a new such list.

(b) When vacancies occur (but not later than 30 days after a vacancy is created), a Civil Service list shall be requested and the vacancy shall be filled not later than 30 days after receipt of said list by the Chief of Police.

TEMPORARY SERVICE OUT OF RANK

Any member of the Fall River Police Department temporarily assuming the duties and responsibilities of a higher rank for a period of eight (8) consecutive hours or over, shall receive pay of such higher rank at the highest grade provided until relieved of such additional responsibilities.

If a Civil Service list exists for such ranks, the employee who heads such list shall fill the rank except that no employee shall be required to change from a day to a night assignment (or vice versa) or to be sent from one Division to another, or required to change his days off to accomplish the purpose of this Article.

In the absence of a Civil Service list or if no employee on an existing list is available, as provided in this Article, the senior employee of the next highest rank on duty in the Division or Section shall temporarily fulfill the duties of the higher rank. For the Uniform Division only, a member may elect to forgo the higher rank opportunity; provided, however, the next junior employee is willing to accept the temporary service out of rank and that employee has a minimum of one (1) year of experience as a supervisor in the Uniform Division.

ARTICLE XIV
FURLOUGHS (VACATIONS)

Section 1. An employee who is disabled due to sickness or injury, provided that the sickness or injury is not due to outside employment, during his assigned vacation period, or who was disabled prior to this vacation and such disability continued into his vacation period, shall not be charged for such vacation time, provided, however, that the employee shall not automatically extend his vacation, but said unused vacation shall be assigned later in the vacation year or, if necessary, in the next vacation year, at a time convenient to the Department. The employee shall provide a doctor's certificate with respect to said disability. The word "disabled" means lack of fitness to perform the normal duties of a police officer.

Section 2. Present practice of assignment of furloughs by Division Commanders shall continue in full force and effect, except that in the Uniform Division, the percentage of personnel to be allowed on furlough during any one period shall be the same for both the day and the night shift; for the purposes of this Section, the night shift personnel complement shall be the sum total of both First" and "Last" watch personnel.

Section 3. Furlough periods shall run from January first to December thirty-first in each year. Vacation time shall be computed as eight (8) full days off for each week's vacation plus regular days off. An

employee who retires shall not be required to take his furlough, and all earned compensation, including furlough pay, due him shall be paid to him on the last day following his retirement

Section 4. Employees shall not be required to take vacation during the "prime time" vacation period, but may elect to receive their vacation other than during "prime time." Employees shall not be required to take two (2) consecutive weeks in prime time. Employees in group seven shall be allowed to take vacation in five day slots. Employees on the four and two schedule shall be allowed to use one of their weeks as a four day slot, and the remaining four days as either compensatory time or as a pick from available slots after all other employees have picked, including the sixth week. Furloughs will be picked according to current practice provided, however, a pick of a four day slot shall be used sequentially.

Section 5. Time in Service.

6 months to 5 years	16 days
5 years to 10 years	24 days
10 years to 15 years	32 days
15 years to 20 years	36 days
20 years to 25 years	48 days
25 years of service	48 days + 1 day for each year of service in excess of 25

Section 6. When an Association member is called in to work in a declared emergency during his/her scheduled furlough time, he/she shall gain an extra day's vacation for each tour of duty as determined by the Chief of Police.

Section 7. Officers with two weeks per year may split weeks between primary and secondary time.

Section 8. Any employee shall have the right during the vacation year to elect on the basis of seniority to switch his/her vacation pick with any open vacation slots.

Section 9. Personal Leave. Any employee who has be continuously employed for a period greater than six (6) consecutive months shall be granted three(3) personal days, each contract year this agreement is in effect. Such personal days shall be cumulative from year to year to a maximum of four days. A personal day shall be requested by written notice and received by the department head at least twenty-four (24) hours prior to the intended personal day. Approval shall be based upon adequate staffing levels and shall not be unreasonably denied.

Section 10. After 20 years an officer may bank one week of vacation per year, not to exceed 6 weeks. An officer who separates from service for any reason shall be entitled to exchange the banked vacation days for pay along with any other accrued vacation time.

ARTICLE XV
GRIEVANCE PROCEDURE

Section 1. Definition. The term "Grievance" shall mean any dispute concerning the interpretation, application, or the enforcement of this Agreement or any dispute arising out of the powers, rights, privileges, and/or amenities of the City and/or of the Association or a member thereof, or any person or persons employed within the body of the bargaining unit not a member of the Association but represented by the Association as exclusive bargaining agent for the unit

Any grievance or dispute which may arise between the parties shall be settled in the following manner:

Step 1. Grievances shall be first presented by the employee and/or the Association to the Deputy of Operations and/or the Association to the Deputy of Operations and/or to the Deputy of Administration depending on assignment. On request, the employee and/or the Association representative shall be permitted to be excused for the time period necessary to discuss and process the grievances, in addition to the provisions of Article II, Section 2 of this Agreement. Grievances shall be presented within (15) days of the occurrence(s), or first knowledge of the occurrence giving rise to the grievance, or unless the parties otherwise agree. An agreement to extend the grievance filing deadline shall be reduced to writing and signed by the representatives of the parties having the authority to do so.

Step 2. If the grievances are not resolved in Step 1; or if said Deputy of Operations and/or Deputy of Administration fails to meet with the employee and/or the Association representative, the grievance shall be submitted in writing to the Chief of Police who shall meet with the Association's Grievance Committee and/or the employee involved, within five (5) days from the time the grievance is submitted to him/her in writing. The meeting so held shall be for the purpose of discussion and an attempt to resolve the grievance. The Chief of Police shall answer the grievance, in writing, within five (5) days after said meeting.

Step 3. If the grievance is not resolved at Step 2, and/or not in writing answered by the Chief of Police within the time limit allowed, the grievance may be submitted in writing to the Director of Human Resources and/or the designee of the Mayor, who shall meet with the Association's Grievance Committee and/or the employee involved, within ten (10) days from the time the grievance is submitted to him/her in writing, the purpose of said meeting shall be an attempt to resolve the grievance. The Director of Human Resources shall answer the grievance in writing within three (3) days after said meeting.

Step 4. If the grievance is not resolved at Step 3, and/or not answered by the Director of Human Resources within the time limit allowed, the grievance may be submitted to arbitration by the Association, and only by the Association, except as hereinafter set forth in Section 4, by written notice to the Director of Human Resources within thirty (30) days. The arbitrator shall be selected by the mutual agreement of the parties. If the parties fail to agree upon the selection of a single arbitrator, the Association may refer the matter to the Massachusetts Board of Conciliation and Arbitration for arbitration in accordance with its rules, or may request the American Arbitration Association to provide

a panel of arbitrators from which a selection of a single arbitrator shall be made, in accordance with its voluntary labor arbitration rules.

The fee of the arbitrator, and expenses incurred by him/her and those of the American Arbitration Association, if any, shall be shared equally by the parties.

For grievances only, the decision of the arbitrator shall be final and binding upon the parties, except that the arbitrator shall not alter, amend, add to, or subtract from the provisions of this Agreement, or established new terms or conditions under this Agreement. The dispute as stated in the submission to arbitration of the grievance involved shall constitute the sole and entire subject matter to be heard by the arbitrator, unless the parties agree to modify the scope of the hearing. Any of the time limits outlined in this Section may be changed at any time by mutual agreement of the parties involved at each Step.

A grievance of a general nature which affects a group or class of employees, or a policy grievance, may be filed by the Association at Step 2.

Section 2. The written grievance would state in reasonable detail the nature of the grievance and the remedy requested.

Section 3. Employees shall not be disciplined, suspended, terminated, or discharged except for just cause. Any dispute relative to discipline, suspension, termination, or discharge or to matters within the jurisdiction of any Retirement Board established by law of the Civil Service Commission may be subject of grievance and arbitration under the terms of this Agreement, with the option of the employee to proceed at Step 4 of the grievance/arbitration procedure, or may be processed respectively before a Retirement Board and/or the Civil Service Commission; provided, however, an employee may not pursue both remedies in terms of the same dispute.

If an employee elects arbitration, any action previously taken by the City pursuant to Chapter 31 or Chapter 32 will be considered the equivalent of a Step 3 determination; and his/her election in writing shall constitute the grievance there under.

Section 4. Informal Grievances. Nothing contained in this Agreement shall prevent employees from submitting informal grievance matters to their superior officers. Such informal grievances shall be an attempt to resolve these matters within the unit watch and/or division. The Association may at the request of an employee take part in said informal grievances. Nothing shall prevent any employee and/or the Association from filing a formal written grievance thereafter through the above described grievance procedure as set forth in Article XV, Section 1.

ARTICLE XVI
EMPLOYEE INTERROGATION PROCEDURE

No member of the Police Department shall be required or requested, directly or indirectly, to submit to interrogation which could lead to disciplinary action, except in accordance with the following rules:

1. The interrogation of a member of the Department shall be at a reasonable hour, preferably when the member is on duty unless the exigencies of the investigation dictate otherwise. Where practicable, interrogations would be scheduled for the daytime, and reassignment of the member to day tour of duty in lieu of his/her next regularly scheduled tour of duty may be employed, or said member shall be compensated on an overtime service basis. No member shall suffer loss of pay for time spent under interrogation. If the day of the requested interrogation is a scheduled day off or furlough day for said employee, said employee shall receive overtime compensation plus an additional day off.

2. The interrogation shall take place at the Police Station and shall be conducted by an officer higher in rank.

3. Said member shall be informed of the rank, name, and command of the officer in charge of the investigation, as well as the rank, name, and command of the interrogating officer and all other department personnel present during the interrogation.

4. In the opinion of the Police Chief, if a time delay will not jeopardize the investigation, said member shall be informed of the nature of the investigation at least 12 hours prior to any scheduled interrogation, including the name of the complainant(s). The address of the complainant(s) and/or witnesses need not be disclosed; however, sufficient information to reasonably apprise the member of the allegations shall be provided. If it is known that the member being interrogated is a witness only, he/she should be so informed at the initial stage, and no statement, oral or written, given or requested of him/her, may, at any later point or stage, be used as the basis of any misconduct or other charges against him/her. If such statements or any information thereby acquired is used in any way against said member, any charge emanating therefrom shall forthwith be dismissed and quashed.

5. The interrogation shall be completed with reasonable dispatch. Reasonable respites shall be allowed. Time shall also be provided for personal necessities, meals, telephone calls, and rest periods as are reasonably necessary. Said member shall be afforded full time and opportunity to have access to his/her notes and any witnesses to refresh his/her recollection as to the alleged charges of misconduct, and/or the incident in question, and this prior to any interrogation.

6. Said member shall not be subjected, during said interrogation, or any time prior outlined thereto, to any offensive language, nor shall he/she be threatened with transfer, dismissal, reassignment or other disciplinary punishment. No promises of reward shall be made as an inducement to answering questions.

7. The complete interrogation of a member of the force may be recorded mechanically or electronically or by a department stenographer. Said member shall be given an exact copy of any written statement he/she may execute, and, if formal charges are preferred against him/her, he/she shall, at his/her request, be given an exact copy of said interrogation, at no cost to him/her.

8. In all cases wherein a member is to be interrogated he/she shall be afforded, if he/she so requests, an opportunity and facilities to contact and consult privately with counsel and/or a

representative of the Association before being interrogated, provided the interrogation may not be postponed for purposes of counsel and a representative of the Association past 10:00 A.M. of the day following the scheduled day for the interrogation, unless a later date is mutually agreed upon. Counsel, if available, and said Association representative may be present during the interrogation of said member; and counsel at all times may be a participant in such proceedings.

9. If a member of the Department is under arrest, it is likely to be, that is, if he/she is a suspect or the target of a criminal investigation, he/she shall be given his/her rights pursuant to the Miranda decision.

10. The refusal by an officer to answer questions as permitted by applicable law may result in disciplinary action.

11. "Interrogation" hereunder shall mean oral interrogation. Nothing hereunder shall prevent the Department from requiring written reports within 24 hours after such request or later by mutual agreement.

12. Due Process Law. The City agrees through the Chief of Police, in accordance with the provision of Chapter 31, Section 41, MGL shall appoint the City Director of Human Resources or his/her designee to serve as hearing officer(s) for the department regarding disciplinary action taken against members of the bargaining unit during the term of this agreement.

ARTICLE XVII
PERSONNEL FILES

(a) Employees shall not have entered in their personnel files negative review, reports, and/or criticisms unless it is first shown that the employee has received prior instruction, training, or direction on the matters being review, reported, or criticized. A written verification of the facts and dates of the training instruction and/or direction received by the employee must be placed into the personnel file simultaneously with or before any negative review, report, and/or criticism can be placed into the personnel file.

(b) An employee shall have the right to read and inspect any matter placed in his/her personnel file. Before any document may be placed in an employee's file, the employee must sign a verification that the same has been shown to the employee and been reviewed by the employee. The employee shall have the right to enter a "response" or explanatory "statement," to be entered in the personnel file, along with each and every document entered into his/her file, if an employee should refuse to sign an acknowledgment of review of a document properly presented to the employee, a superior officer may enter a certified statement into the personnel file that the employee was properly presented the matter and/or document and has refused to sign and/or acknowledge the same.

(c) No matter may be placed into a personnel file unless it is done within a reasonable time after occurrence of that matter. This provision is to insure that any reviews, reports, and/or criticisms are made at the time of the alleged occurrence. It is further understood that this provision is intended to prevent the employer from entering a review, report, and/or criticism into the personnel file of an employee on matters which were not raised or developed at the time when the occurrence first became known by superior officers and/or the employer. This shall not prevent the employer from

taking action on matters which were not known, at the time of occurrence by superior officers and/or the employer.

1. No old matters or issues not previously properly entered in the personnel file may be raised, used, or considered in disciplinary matters.

2. No cumulative reports on the performance of an employee by superior officers may be written; raised, used, or considered in disciplinary matters unless each and every item in said report has been previously documented and properly entered into the personnel file. Any matters which had not been previously and properly entered into the personnel file must be stricken from any report before said report shall be read, used, or considered by the person(s) considering the disciplinary matters.

(d) Records of discipline may not be used as a basis for future discipline beyond the foregoing time limits so long as the police officer has not received additional discipline for a similar infraction(s) during the time limit: i) written reprimand, one (1) year; ii) suspension of five (5) days or less, two (2) years; iii) suspension of more than five (5) days, five (5) years.

(e) All Disciplinary Investigation Files, Disciplinary History Card Entries, Office of Professional Standards, and any other disciplinary records or summary of such records will be purged from the file system in accordance with the Commonwealth of Massachusetts Municipal Records Retention Manual.

ARTICLE XVIII
UNIFORM & CLEANING

Uniforms or clothing destroyed or damaged in the line of duty shall be repaired or replaced at City expense, in accordance with present practice. Uniforms and/or equipment lost as a result of neglect or negligence shall be replaced at the employee's expense.

The City shall furnish to all newly hired employees, and shall replace for all employees where necessary such equipment as required by the Department, including, without limitation, duty weapons, holsters, handcuffs, handcuff case, mace holder, nightsticks, nightstick holder, badges, insignias, belts (garrison and traffic), and cartridge case.

ARTICLE XIX
EMPLOYEE WAGES

Term of Agreement: July 1st, 2016 through June 30th, 2019

Wage Differential by Rank:

Lieutenant: 15 percent above a Sergeant's Maximum Rate at all corresponding steps.

Captain: 15 percent above a Lieutenant's Maximum Rate at all corresponding steps.

1. General Wage Increases as reflected in the wage scales attached as Appendix A.

July 1st, 2016	0% General Increase
July 1st, 2017	2% General Increase-Retroactive from July 1st, 2017*
July 1st, 2018	2% General Increase*

Additionally, there shall be a retroactive 1% increase in the base wages of Sergeants, at all steps, effective July 1st, 2017.*
* Refer to attached wage table Appendix A.

2. Compensatory Days:

a. Each bargaining unit employee who was employed during FY-2010 shall be credited with eleven (11) administrative compensatory days which he may use as per current practice but may not cash out. In the case of employees employed for only part of FY-10, they shall receive a pro-rata share of the compensatory days.

b. Each bargaining unit employee who was employed during FY-2010 shall be credited with eleven (11) cashable compensatory Days which he may use as per current practice but may not cash out until on or after July 1, 2012. These compensatory days are not subject to the existing contract limitations on the accumulation of cashable compensatory days. In the case of employees employed for only part of FY-10, they shall receive a pro-rata share of these compensatory days.

c. Quinn Bill payments: a/o 6/30/12 will be based upon the complete base salary.

3. Accreditation

a. Commencing in calendar year 2012, each member of the Union's bargaining shall receive two percent (2%) increase in their base pay for being subject to performance evaluations by their respective superior officers. The increases shall be distributed as follows:

(a) July 1, 2012- 1%
(b) January 1, 2013- .5%
(c) July 1, 2013- .5%

b. Commencing in calendar year 2012, each member of the Union's bargaining unit shall receive an additional one percent (1%) increase in their base pay for completing performance evaluations on their subordinate officers. The increase shall be distributed as follows.

July 1, 2012- .5%
July 1, 2013- .5%

c. The City agrees that any change in CALEA standards that increase the workload for superior officers shall be cause to reopen negotiations between the parties at the request of the union.

d. The City agrees that the evaluation forms and process shall be used only for the purpose of CALEA Law Enforcement Accreditation.

e. Employees entitled five weeks or more of furlough under this agreement may elect to redeem up to two weeks in cash in lieu of utilizing said weeks as vacation. Employees entitled to less than five weeks furlough under this agreement may elect to redeem one week in cash in lieu of utilizing said week.

The city shall compensate the employee within thirty (30) calendar days of such notice of redemption. Notice of intent to redeem must be given at the time of picking furlough, (typically November), in order to receive payment in the next fiscal year, (ex. notify in November to be paid after July 1st next fiscal budget). This is to ensure the city has ample time to include the funding in the next fiscal budget.

4. Field Training Supervisor/Coordinator:

Up to six (6) Field Training Supervisors (FTS) and the Field Training Coordinator (FTC) shall receive a 5% increase in their maximum rate once they are assigned by the Chief of Police and trained as a Field Training Supervisor/Coordinator. The assignment to Field Training Supervisor/Coordinator is at the Chief of Police's authority and is not subject to Article XV, Section 1, Grievance Procedure.

NIGHT SHIFT DIFFERENTIAL

Employees who are regularly scheduled to work night shifts (First Watch, Last Watch), or who work any shift or tour of duty commencing after 1:59 p.m. and ending at or before 6:00 a.m., shall receive, in addition to their regular weekly compensation, a night shift differential equal to 5 percent of the regularly weekly compensation, said 5 percent shall be computed on the base pay step including

Quinn Bill benefits, applicable to each individual officer. Effective July 1, 2011 the complete base will be used in place of the simple base for computing the night shift differential. Such night differential shall not be included in base pay for purposes of determining, court time pay, or holiday pay, but shall be included in base pay for purposes of determining overtime, vacation pay, sick pay, bereavement leave, and injured leave pay, and shall be included in base pay pension/retirement purposes. For the purposes of defining a shift under this article along with Article XI-Hours of Work and Overtime and Article XIV-Furlough (Vacations), a shift is defined as a work period no less than four hours. Officers who are temporarily assigned to days shall continue to receive their night differential while on temporary assignment.

ARTICLE XX
INDEMNIFICATION OF EMPLOYEES

Section 1. The city agrees to defend any employee who, as a result of any police action, is being sued civilly or charge criminally. Such defense shall be provided at no expense to the employee in accordance with the provisions of Chapter 258, Section 13 of the Massachusetts General Laws.

Section 2. The City Corporation Counsel or designee shall provide employees with a legal defense in any civil or criminal proceeding arising out of any act or omission within such employee's scope of employment. In the event the Corporation Counsel determines there is a reasonable likelihood that a judgment rendered against such employee may not be indemnified by the City pursuant to Section 1 hereof, the Corporation Counsel shall designate an outside attorney to represent such employee at the City's expense.

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

ARTICLE XXI
ASSIGNMENTS, TRANSFERS, AND OFFICER COMPLEMENT PRIORITIES

Section 1. Day and Night Seniority Assignments.

(a) Assignments of all employees subject to this Agreement, to day or night watches in the Uniform Division, shall be made on the basis of seniority except in cases of emergency or illness. Senior employees shall be assigned to the day watch. An employee shall have the option to refuse such day assignment

(b) Assignment, transfers, and officer complement priorities. For the purpose of this section, Jail-Property-Communications Sections shall be considered part of the uniform Division. Transfer between Staff Services and the Uniform Division shall not be allowed without the slot being posted for ten days and the slot filled on the basis of seniority.

(c) Seniority to mean department wide seniority.

ARTICLE XXII
LONGEVITY

Section 1. Longevity or years of service shall be compensated in addition to any other compensation as follows:

YEARS OF SERVICE	AMOUNT
5	$200.00
10	$400.00
15	$600.00
20	$800.00
25	$1,000.00
28	$2,000.00

The above payments are factored into the base rate of an employee as set forth in Appendix A. When an employee becomes eligible to increases in longevity steps based on the years of service category sometime in a calendar year, the increase in pay shall be factored into that employee's base wage rate commencing at the beginning of the calendar year.

Section 2. Proficiency Pay. In recognition of the ongoing training requirement of police officers and the commitment of the Fall River Police Superior Officers' Association and bargaining unit members to the concept and application of total quality management within the police department, the city agrees to compensate said employees as follows:

YEARS OF SERVICE	AMOUNT
5	$700.00
10	$950.00
15	$1,250.00
20	$1,600.00
25	$2,000.00

Proficiency pay shall be factored in the base rate of the employee on the same basis as longevity as set forth in Section 1.

ARTICLE XXIII
QUINN BILL

Section 1. Employees shall be paid benefits in accordance with M.G.L.c. 41, s.108L.

Furthermore, the parties agree that if the state fails to fully fund the Police career incentive pay program (M.G.L.c. 41, s.108L.), the City shall be required to make payment of the full amount which is beyond the City's obligation to pay 50 percent of the cost for this career incentive pay program.

It is understood and agreed that in the event that General Laws, Chapter 41, Section 108L is underfunded, repealed, or amended by the Commonwealth of Massachusetts or its acceptance rescinded by the City, members of the bargaining unit who were employed by the Fall River Police Department on July 1, 2009 shall continue to receive the education incentive pay and percentages they were receiving prior to July 1, 2009 as well as the education incentive pay and percentages they may be entitled to receive after July 1, 2009 in accordance with Chapter 41, Section 108L had Chapter 41, Section 108L not been underfunded, repealed, or amended, and the City shall pay the entire amount thereof. It is the intent of this section to guarantee to the employees described within this subsection 100% payment of the education incentive pay benefits as a contractual benefit, notwithstanding any subsequent appropriation or legislation that might affect Chapter 41, Section 108L or the City's reimbursement by the Commonwealth. Such education incentive pay benefits shall be no less than 10% for an Associate's degree in law enforcement or 60 points earned towards a Baccalaureate degree in law enforcement, 20% for a Baccalaureate degree in law enforcement, and 25% for a Master's degree in law enforcement or for a degree in law.

For employees who were not eligible for inclusion within the program set out in General Law Chapter 41, Section 108L ("Quinn Bill"), the City will pay them a base salary increase of five per cent (5%) upon attaining an associate's degree in law enforcement or sixty points earned to a baccalaureate degree in law enforcement, a ten per cent (10%) increase upon attaining a baccalaureate degree in law enforcement, and a twelve and one-half per cent (12.5%) increase upon attaining a master's degree in law enforcement or for a degree in law. In all other respects (eligible degrees, time of payment, etc.) employees covered under this paragraph shall be treated the same as employees covered under the Quinn Bills as of July 1, 2009.

Section 2. Educational benefits under this Article shall be paid: in two (2) installments and shall be paid no later than June 30th and December 31st of each calendar year during the life of this Agreement; or in 26 biweekly payments.

Section 3. Payment will be allowed only upon submission of a certified copy of the officer's transcript along with a copy of his/her degree. The aforementioned documentation shall be submitted to and approved by the Chief of Police and forwarded to the Director of Human Resources.

ARTICLE XXIV
SICK LEAVE GUIDELINES
NON-LINE OF DUTY

Section 1. An employee after using a total of six (6) days of undocumented sick leave (of three or less days) in any 12-month period may be required by the Chief, after notice, to submit a physician's certificate for each subsequent sick leave absence during the remainder of such 12-month period. Failure to submit a physician's certificate for each subsequent sick leave absence may result in loss of pay for said undocumented sick leave. An employee so required by the Chief of Police to submit a physician's certificate will be required to report to the department physician for examination and issuance of said certificate, or if the department physician is not available, the Chief of Police may direct the employee to report to a doctor of the Chief of Police's choice. The cost of such examination shall be paid by the City. In lieu of being examined by the department physician or a doctor of the Chief of Police's choice, the employee may submit a certificate of his/her own physician at his/her own expense. Effective for the calendar year beginning on January 1, 2014, an employee who uses seven (7) undocumented sick days during the calendar year will forfeit one (1) personal day. Upon the use of his/her twelfth undocumented sick day, the employee will forfeit an additional personal day.

Section 2. When a police officer is out sick for a short or long term and he/she leaves his/her residence that officer shall call the station house and notify the department of time he/she is leaving the house, destination, and as soon as he/she returns shall again call the station house. If the department calls the employee's home and receives no answer and the record does not indicate that the officer notified the department he/she was leaving the residence, only then shall a home visitation be made by the department as soon as feasible. If the officer is found not to be at home appropriate action shall be taken.

SICK LEAVE INCENTIVE

Section 3. Administrative Leave.

A. An employee who is not out sick for a period of three (3) consecutive months shall receive one (1) day off with pay. The three-month period shall be July 1 to September 30, October 1 to December 31, January 1 to March 31, and April 1 to June 30. Reasonable notice of day off request shall be given to the department. Administrative leave request for a particular day shall be granted according to officer complement levels, but shall not be unreasonably denied.

B. Paternity Use of Administrative Leave. An employee who receives administrative leave under the provisions of Section 3, subdivision A of this Article may accrue a total of three (3) days administrative leave to be credited to, and used by, the employee at the time his spouse gives birth provided, however, that the Chief of Police may cancel said leave by declaration of an emergency condition or disaster.

C. Sick Leave Incentive. If an officer is injured on the job, the sick leave incentive shall continue to accrue while the officer is out on leave.

SICK LEAVE VACATION

Section 4. Vacation Leave shall continue to accrue during an employee's absence while on injured leave, sick leave, or other compensable leave.

Members of the bargaining unit who are absent on injured leave, sick leave, or other compensable leave for one (1) year or longer shall not accrue vacation leave.

Members of the bargaining unit whose absence spans one (1) year or longer over two (2) calendar years, shall upon return to duty have his/her vacation pro-rated to reflect the absence during the two (2) year calendar period.

Section 5. Surgeon Cards. An employee absent from duty for more than four (4) days on sick leave or injured leave shall submit to the Police Department a doctors certificate stating his/her diagnosis and prognosis, with his/her estimate of the duration of sick leave or injured leave. Thereafter, a similar doctor's certificate shall be submitted each thirty (30) days, and upon the employee's return to duty, he/she shall also submit to the Police Department a doctor's certificate of fitness to return to full duty.

ARTICLE XXV
DURATION AND EFFECTIVE DATE OF AGREEMENT

Section 1. The term of this agreement shall be effective July 1st, 2016, or at such later date as to certain provisions thereof, as may be specifically referred to in this agreement. This agreement shall remain in full force and effect until 11:59 P.M. on June 30th, 2019, or until a new contract is duly executed. On or after 1st, 2019, either party may submit its' proposals for a new agreement to be effective on the termination of this agreement and the parties shall proceed forthwith to bargain collectively with respect thereto.
Section 2. This agreement shall continue in full force and effect until successor agreement is executed.

ARTICLE XXVI
EMPLOYEE DRUG TESTING

The Fall River Police Department shall have a drug-testing program, to be conducted in the manner set forth below:

Section A: Reasonable Suspicion Drug Testing:

(1) Sworn officers shall be required to submit to drug tests if there is reasonable suspicion that the officer is using or under the influence of drugs. "Reasonable suspicion" shall be defined as follows:

"A belief based on objective facts sufficient to lead a reasonably prudent person to suspect that an employee is using or is under the influence of drugs so that the employee's ability to perform his/her duties is impaired." Reasonable suspicion shall be based on information of objective facts obtained by the department and the rational inferences, which may be drawn from those facts. The credibility of the sources of information, the reliability of the information, the degree of corroboration, the results of the investigation or inquiry, and/or other factors shall be weighed in determining the presence or absence of reasonable suspicion.

(2) The Chief of Police, or his designee (in his absence), shall be the appropriate Department official to initiate the order to submit to drug testing. Although the officer must submit the sample prior to the review committee's determination (see #3 below), the sample shall not be tested until and unless the review committee finds "reasonable suspicion" as defined in #1 above.

(3) A review committee shall be established for the purpose of determining whether the Chief had reasonable suspicion to order the drug test. The Committee shall be composed of a representative selected by the Chief, one by the Union, and Ron Pelletier or his designee from SouthCoast Employee

Assistance Program. The review of the Chief's directive must be completed within 24 hours; however, the officer must submit the sample prior to the review committee's determination. The review process shall be an informal one and the Committee's determination shall be final and not subject to the grievance/arbitration procedures.

(4) The testing shall be performed at a reputable medical facility, after consultation with the association. Said medical facility shall collect the specimens and shall be required to maintain documentation of its chain of custody.

(a) The officer shall be advised of the specimen collection procedure.

(b) The officer shall observe the medical facility's labeling procedures as follows:

1) Each specimen shall be placed in individual containers, including a split sample, and shall, in the presence of the officer, be sealed, labeled, and initialed by the officer.

2) The office shall be given a drug screening information sheet prior to the testing which shall permit the officer to make note of any prescription and/or over-the-counter drugs taken within the last 90 days. This information sheet shall be used by the medical facility in making its findings.

3) The medical facility shall provide the officer with access to a "split sample" which the officer may have forwarded for testing to a laboratory of his own choosing. The split sample shall be processed in accordance with acceptable medical laboratory procedures and costs shall be borne by the officer.

(c) The medical facility/laboratory shall determine (1) the specific testing methodology to be used in performing the initial screening and/or the confirmatory test, (2) the panel of drugs to be tested, and (3) the detection level for the substance tested.

(d) The Chief shall be notified of the final test results and shall then immediately notify the officer.

(5) Any officer who tests positive shall be provided the opportunity to enroll in a rehabilitation program, except in those situations in which the officer used, sold, or purchased drugs while on active duty. In these situations, the officer may be subject to discipline.

a) The rehabilitation program must be designed by the officer to be approved by the Department's physician. The expenses of the rehabilitation program will be borne by the individual officer.

b) If the officer refuses to participate in the rehabilitation program, he/she may be discharged, subject to his/her statutory appeal rights.

c) The officer, while enrolled in the rehabilitation program, must comply with all the requirements and regulations of the program; failure to so comply shall subject the officer to discharge, subject to statutory appeal rights. The officer must provide periodic reports of the progress of the rehabilitation program to the Chief. The officer may be permitted to use sick leave or to request leave without pay while enrolled in the program.

(6) The officer who successfully completes the rehabilitation program, which is appropriately documented by a physician, and who returns to work shall be subject to random testing for a period of up to one year. If the officer subsequently tests positive, then the officer may be immediately disciplined, up to and including discharge, subject to statutory appeal rights.

Section B: Annual Drug Testing

Each fiscal year, beginning on July 1, 2014, the Employer may conduct drug tests up to twenty-five percent (25%) of all the employees in the bargaining unit. For purposes of this provision only, the calculation of "twenty-five percent (25%) of all the employees in the bargaining unit" shall include the Chief of Police and Deputy Chiefs of Police. The annual drug testing shall be conducted under the following guidelines:

1. All employees to be tested shall be tested no more than thirty (30) days before or thirty (30) days after his/her birthday.
2. All employees tested shall be chosen at random by a private vendor with experience and expertise in employee drug testing:
3. All testing shall be performed in accordance with the Mandatory Guidelines for Federal Workplace Drug Testing Programs with respect to form of testing, specimen collection, testing laboratories;
4. Drugs for which employees will be tested are the following: amphetamines, barbituates, benzodiazepenes, cocaine, marijuana, methadone, methaqualone, opiates, phencyclidine, propoxythene, steroids, and synthetic opiates.
5. Upon review through the Medical Review Officer, employees with a valid prescription for any off the tested drugs shall be considered negative for such drugs:
6. The consequences of a positive drug test shall be the same as those specified in Section A 5 of Article XXVI
7. In consideration for this Section B, each member of the bargaining unit shall receive a $200 stipend on the first payroll after July 1 and an additional $200 on the first payroll after January 1 of each year, beginning with fiscal year 2015.

ARTICLE XXVII
RESULTS OF ORAL EXAM

An officer who was denied a promotion may request the Chief to provide the reasons why he/she was denied the promotion and the Chief shall provide the reasons to the requesting officer.

ARTICLE XXVIII
CONTRACT REOPENER

In the event the City negotiates a higher across the board wage increase for any non-school municipal union than indicated above, the union may, at its option, notify the city of its desire to reopen negotiations on the subject of the wage increase in dispute and on no other subject.

ARTICLE XXIX
ON-CALL COMPENSATION

Police officers working in IIT, Professional Standards, canine officers and Crime Prevention Identification Bureau shall receive four (4) hours compensatory time for each week of on-call duty. Arson Investigator and Accident Reconstruction Supervisor shall be compensated at a rate of eight (8) hours per month. The Commander of the Uniform Division shall receive eight (8) hours of compensatory time for each month of on-call duty. MCD Supervisor shall receive six (6) hours

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compensatory time for each week of on-call duty. All time accumulated under this article shall be cashable compensatory time.

In WITNESS WHEREOF the City and Union have causes this instrument to be executed by their duty authorized on the day and year above written.

FOR THE CITY

FOR THE UNION

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Jasiel F. Correia II, Mayor

Dated: _____

Cathy Ann Viveiros, City Administrator.

Dated: 5-4-18

Madeline Coelho, Human Resources Director

Dated: 5-4-18

Approved as to Form & Manner of Execution Only.

Joseph I. Macy, Corporation Counsel

Dated: 5/4/18

Roger Laveie, President FRPSOA
MassCOP Local 1844

Dated: 05-07-18

Joseph Castro, Vice President FRPSOA
MassCOP Local 1844

Dated: 5/7/18

Barden Castro, Secretary FRPSOA
MassCOP Local 1844

Dated: May 5, 2018

Gil Costa, Treasurer FRPSOA
MassCOP Local 1844

Dated: 5/8/18

John Martins, Bargaining Committee FRPSOA
MassCOP Local 1844

Dated: 5/4/18

Jason Pacheco, Barganing Committee FRPSOA
MassCOP Local 1844

Dated: 05-04-18

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May 3, 1985

Fall River Police Association
c/o Joseph Millerick, President
Police Headquarters
Fall River, MA 02720

Dear Sirs:

This side letter of agreement is executed in accordance with the provisions of the recently executed collective bargaining agreement between your Association and the city, for the three (3) year term commencing July 1, 1984.

Not withstanding the provisions of City Ordinances or of C. 41, Section 99A, all regular members of the Police Department represented by your Association who were first appointed before July 1, 1984, except as hereinafter set forth, may reside any- where outside of the limits of the City of Fall River, within the Commonwealth. Such members who were first appointed before July 1, 1984, who were promoted prior to July 1, 1984, or who have been or may be promoted on and after such date may similarly reside anywhere outside of the limits of the City of Fall River, within the Commonwealth.

Permanent intermittent police officers in the employ of the City of Fall River as of this date who hereafter are appointed as permanent regular members of the Police Department shall also be entitled, upon their appointment or in the event of their future promotion to superior officer ranks, to reside anywhere outside of the limits of the City of Fall River within the Commonwealth.

The provisions of this side letter shall be subject to the grievance/arbitration provisions of said collective bargaining agreement, and shall, by this reference, be deemed a part of said agreement for all purposes.

Very truly yours,

Agreed to by:

City of Fall River
Carlton Viveiros
Mayor

Fall River Police Association
Joseph F. Millerick (signed)
President

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August 6, 1999

Mr. Michael Troia
President
Fall River Police Association
685 Pleasant Street
Fall River, Ma 02722

RE: CO 95-9 Sick Leave

This letter will constitute a "side letter of agreement" to the current agreement between the City of Fall River and the Fall River Police Association to clarify the intent of the parties to the agreement.

The chiefs order 95-9 dated February 23, 1996 concerning use of sick leave is replaced by Article XXV1 Sick Leave Guidelines Section 1 of the current agreement. CO 95-9 is no longer applicable.

Sincerely,

Robert L. Connors
City Administrator

Approved and agreed Michael Troia (signed)

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Memorandum of Agreement
Between
The City of Fall River
And
The Fall River Police Association

August 11, 2006

Effective July 1, 2006 the base pay of each officer will be increased by one (1%) percent. In return the officers and the Fall River Police Association will cooperate, aid, and support the Fall River Police Department's effort to obtain accreditation from the Massachusetts Police Accreditation Commission.

Upon obtaining such accreditation the base pay of each officer will be increased an additional one (1%) percent.

City _____ Union _____

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Side Letter of Agreement
between the
Fall River Police Superior Officers' Association, MCOP Local 1844
and the
City of Fall River

WHEREAS, the Fall River Police Superior Officers' Association, MCOP Local 1844 (Union) and the City of Fall River (City) are parties to a Memorandum of Agreement (MOA) effective July 1, 2009 to June 30, 2012 which modified their Collective Bargaining Agreement (Agreement) dated July 1, 2008 to June 30, 2009; and

WHEREAS, the MOA provides that all stipends (Homeland Security, Uniform and Cleaning, Weapon Training, Defibrillator, Longevity and Proficiency) shall be added into the base wage rate effective July 1, 2009; and

WHEREAS, prior to the MOA, employees who retired at the beginning of a calendar year were entitled to a lump sum payment for all stipends which would have been paid in that calendar year; and

WHEREAS, the Union and the City desire to maintain and clarify the prior practice of paying all stipends for retirees despite the addition of those stipends to the base pay as provided in the MOA; and

WHEREAS, the Union and the City also desire to clarify Article XXII of the Agreement regarding how longevity and proficiency payments are increased when an employee moves from one service category to another, and how longevity is paid in the event of the termination of employment (other than for cause) or the death of an employee;

NOW, THEREFORE, the City and the Union agree to the following:

1. Upon retirement from the bargaining unit, employees are eligible for all stipends including Homeland Security ($400), Uniform ($825), Cleaning ($425), Weapon Training ($750), Defibrillator ($400), Longevity ($200 to $2000), and Proficiency ($700 to $2000) based upon the calendar year.

2. The severance amounts set forth in paragraph 1 above are indexed by the MOA on each fiscal year with the understanding that retiree eligibility for the stipends resets each calendar year. Consequently, the payment to each retiree will vary depending upon the employee's retirement date. For example, if the employee retires on July 1st, he/she will be entitled to the full amount of the stipends set forth in paragraph #1 for that calendar year because the stipends for the previous fiscal year will have been fully paid as part of his/her base wage rate. By

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comparison, if the employee retires on December 31st, he/she will be entitled to one-half of the stipends set forth in paragraph #1 because he/she would have only received one-half of that fiscal year's stipends in his/her base pay. However, if the employee retires on January 1st, he/she will be entitled to one and one-half times the stipends set forth in paragraph #1 (comprised of the full amount for the new calendar year and one-half of the amount due for the remainder of that fiscal year). Severance pay for employees retiring on all other dates will be measured based upon the examples cited above.

3. Article XXII of the Agreement shall be clarified so that when an employee becomes eligible to increase his/her longevity or proficiency pay based on the years of service category sometime in a calendar year, the increase in pay shall be factored into that employee's base wage rate commencing at the beginning of the calendar year.

4. The Agreement shall be clarified so that upon termination (other than for cause) or death of an employee, the employee or his/her heirs shall receive the severance amounts as set forth in paragraph # 2 above.

Entered into this 22 day of May 2010

For the City of Fall River

For the Fall River Police Superior Officers' Association, MCOP Local 1844

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AGREEEMENT REGARDING NALOXONE BY AND BETWEEN THE CITY OF FALL RIVER AND THE FALL RIVER POLICE SUPERIOR OFFICER'S ASSOCIATION

WHEREAS, the City of Fall River ("City") is a municipal corporation duly organized under the Commonwealth of Massachusetts;

WHEREAS, the Fall River Police Superior Officer's Association ("Union") is the exclusive bargaining representative for the titles of: Police Sergeant, Police Lieutenant and Police Captain (hereafter referred to as "Officer");

WHEREAS, the City and the Union are parties to a collective bargaining agreement;

WHEREAS, the City and the Union have come to the below agreement regarding Superior Officers carrying and administering the drug Naloxone as part of an Officer's regular duties;

NOW THEREFORE, the parties agree to the following terms:

1. Naloxone Policy: the parties agree to adopt the "City of Fall River Policy on the Administration of Naloxone" negotiated between the City and the Union. The parties acknowledge that the carrying and administration of Naloxone are part of an Officer's regular job duties.

2. One "Training" Day: Each Officer will be entitled to one day off with pay known as a "training day." This day will be credited to each Officer on the payroll upon execution of this Agreement, April 13, 2016.

   The parties agree that this day must be utilized before April 14, 2017 or it is forfeited. This day has no cash value and cannot be "cashed out" in the event an Officer separates from employment before April 14, 2017. Said day must be granted in accordance with existing procedures for "personal days" pursuant to the terms of the collective bargaining agreement.

3. Additional Personal Day- The parties agree to modify the collective bargaining agreement to reflect one (1) additional personal day. This additional personal day shall be accrued and granted in accordance with existing procedures for "personal days" pursuant to the terms of the collective bargaining agreement. Further, the day will not increase the maximum amount of days permissible to be "carried" from one year to another. This personal day has no cash value and not cannot be "cashed out" in the event an Officer separates from employment.

4. Additional Days Under this Agreement- the parties acknowledge that for the year 2016, Officers will be receiving a total of two (2) days as reflected in paragraphs 2 and 3, above. Thereafter, the additional personal day under paragraph 3 shall be given each January, beginning in January of 2017.

5. Naloxone Coordinator- The parties agree to the establishment of a "Naloxone Coordinator." The Chief of Police shall have the sole discretion to designate the Naloxone Coordinator. In consideration of additional duties undertaken related to the Naloxone Coordinator, the City

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agrees that Naloxone Coordinator shall be entitled to four (4) hours total per month of compensatory time. The parties acknowledge that said compensatory time shall be requested and granted in accordance with existing procedures for compensatory time, provided that in no event shall this compensatory time be "cashed out."

6. Training- The parties agree that training on the Administration of Naloxone will be completed consistent with the City of Fall River Policy of Administration of Naloxone. A training course shall be given before an Officer will carry and use. Refresher training will be given as part of in-service every two (2) years thereafter.

7. Reopener: In the event any other bargaining unit is awarded or negotiates compensation greater in value for the supervision of administration and/or the administration of Naloxone, the City agrees to reopen this agreement for further negotiations.

8. Future Changes to Administration: In the event the City elects to suspend or eliminate the supervision of administration and/or the administration of Naloxone by members of the Union, benefits afforded under paragraphs 2, 3, 4, 5 and 7 shall remain in full effect.

9. Completeness of Agreement; Integration: This Agreement contains all of the terms and conditions agreed upon by the parties with reference to the subject matters contained herein. No other agreement, oral or otherwise, will be considered to exist or to bind either of the parties. This Agreement cannot be supplemented, rescinded, waived, modified or amended, except by a written instrument signed by both parties.

The parties hereby affix their signatures in agreement with the terms stated herein:

For the City of Fall River:

Jasiel F. Correia, Mayor — Date: 4/28/16

Daniel S. Racine, Chief — Date: 4-28-16

For the Union:

Roger Lavoie, President — Date: April 28th 2016

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Side Letter of Agreement

Between the

Fall River Superior Officers' Association, MassCOP Local 1844

and the

City of Fall River

WHEREAS, the Fall River Superior Officers' Association, MassCOP Local 1844 (Union) and the City of Fall River (City) are parties to a Collective Bargaining Agreement (CBA) dated July 1st, 2012 through June 30th, 2015; and

WHEREAS, the Union and City are obligated to comply with the provisions set forth in Article XIII Promotional List Section 1. Promotional Lists. of the CBA; and,

WHEREAS, the Union and City agree that any change in the modality of testing utilized in the establishment of a two year Civil Service Eligibility list for ranks affecting members of the Union constitute a change in working conditions, and,

WHEREAS, the Human Resources Division of the Commonwealth of Massachusetts (HRD) has indefinitely suspended the development and administration of a statewide written examination for the purposes of establishing a certified eligibility list for the rank of Deputy Chief of Police; offering only the use of a Sole Assessment Center as an approved practicable means to establish a certified list for the position of Deputy Chief of Police; and

WHEREAS, the Union and the City recognize HRD's position and action on this matter results in conflict with the parties will to comply with all provisions of the CBA;

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NOW THEREFORE, the Union and the City agree to the following conditions:

1. The members of the Union agree, on a one-time basis, to the use of an HRD approved delegation agreement between the Appointing Authority and an HRD approved vendor for use of a Sole Assessment Center examination process to establish a certified eligibility list for the position of Deputy Chief of Police for Fall River Police Department in 2018.
2. Notwithstanding the provisions of #1., in the event HRD resumes the practice of developing and administering a statewide written exam to establish a certified list for Deputy Chief of Police at any time following certification of the 2018 Deputy Chief of Police eligibility list established through the use of a Sole Assessment Center, the association reserves the right to object to the use of any modality of testing other than a written exam developed and administered by HRD used to establish a certified eligibility successor list to that of the 2018 certified list established through the use of a Sole Assessment Center.
3. The terms of this agreement may be enforced through the grievance procedure of the collective bargaining between the Union and the City.

Signed this 6th day of April, 2018

For the City,

For the Union,

Sergeant Roger Lavoie
President Fall River Police
Superior Officers' Association
Mass COP Local 1844

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Appendix A

S10 - Sergeant 10 Years of Service

7/1/2016	2541.24
7/1/2017	2617.99
7/1/2018	2670.35

S15 - Sergeant 15 Years of Service

7/1/2016	2563.12
7/1/2017	2640.53
7/1/2018	2693.34

S20 - Sergeant 20 Years of Service

7/1/2016	2690.68
7/1/2017	2771.94
7/1/2018	2827.38

S25 - Sergeant 25 Years of Service

7/1/2016	2718.00
7/1/2017	2800.08
7/1/2018	2856.09

S28 - Sergeant 28 Years of Service

7/1/2016	2763.53
7/1/2017	2846.99
7/1/2018	2903.93

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L10 - Lieutenant 10 Years of Service

7/1/2016	2894.85
7/1/2017	3010.68
7/1/2018	3070.90

L15 - Lieutenant 15 Years of Service

7/1/2016	2916.75
7/1/2017	3036.61
7/1/2018	3097.34

L20 - Lieutenant 20 Years of Service

7/1/2016	3058.44
7/1/2017	3187.73
7/1/2018	3251.48

L25 - Lieutenant 25 Years of Service

7/1/2016	3085.77
7/1/2017	3220.10
7/1/2018	3284.50

L28 - Lieutenant 28 Years of Service

7/1/2016	3131.28
7/1/2017	3274.04
7/1/2018	3339.52

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CP10 - Captain 10 Years of Service

7/1/2016	3301.54
7/1/2017	3462.29
7/1/2018	3531.53

CP15 - Captain 15 Years of Service

7/1/2016	3323.43
7/1/2017	3492.10
7/1/2018	3561.94

CP20 - Captain 20 Years of Service

7/1/2016	3481.40
7/1/2017	3665.89
7/1/2018	3739.21

CP25 - Captain 25 Years of Service

7/1/2016	3508.72
7/1/2017	3703.11
7/1/2018	3777.17

CP28 - Captain 28 Years of Service

7/1/2016	3554.24
7/1/2017	3765.14
7/1/2018	3840.45

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City of Fall River
Massachusetts
Office of the Mayor

PAUL E. COOGAN
Mayor

2021 AUG 12 P 2:53

August 12, 2021

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

RE: Administrative Order of Consent from EPA

Dear Honorable Councilors:

Please see attached the Administrative Order of Consent issued by the Environmental Protection Agency. Approval of Order to Execute is hereby requested.

Please contact Paul J. Ferland with any questions you may have at 508-324-2320.

Sincerely,

Paul E Coogan

Paul E. Coogan
Mayor

One Government Center • Fall River, MA 02722
TEL (508) 324-2600 • FAX (508) 324-2626 • EMAIL mayor@fallriverma.org

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

PAUL E. COOGAN
Mayor

PAUL J. FERLAND
Administrator

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August 12, 2021

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

RE: Administrative Order of Consent from EPA

Dear Mayor Coogan:

Please see attached the Administrative Order of Consent issued by the Environmental Protection Agency. This order parallels the Federal Court Order Amendment as well as the $123mil spending plan approved by referendum ballot in November of 2017.

Please contact my office with any questions you may have at 508-324-2320.

Sincerely,

Paul J. Ferland, EIT
Administrator of Community Utilities

One Government Center • Fall River, MA 02722 • TEL (508) 324-2320
WATER (508) 324-2330 • SEWER (508) 324-2320 • EMAIL pferland@fallriverma.org

City of Fall River, *In City Council*

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ORDERED, that the Mayor be and the same is hereby authorized to execute the attached Administrative Order of Consent between the City of Fall River and the Environmental Protection Agency.

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UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION I

IN THE MATTER OF:	)	**DOCKET NO. CWA-AO-R01-FY21-18**
	)	
Fall River, Massachusetts NPDES Permit No. MA0100382	)	
	)	
Proceedings under Sections 308 and 309(a)(3) of the Clean Water Act, as amended, 33 U.S.C. §§ 1318 and 1319(a)(3)	)	**ADMINISTRATIVE ORDER ON CONSENT**

I. STATUTORY AUTHORITY

The following Findings are made and ORDER ON CONSENT issued pursuant to Sections 308(a) and 309(a)(3) of the Clean Water Act, as amended (the "Act"), 33 U.S.C. §§ 1318 and 1319(a)(3). Section 309(a)(3) of the Act grants to the Administrator of the U.S. Environmental Protection Agency ("EPA") the authority to issue orders requiring persons to comply with Sections 301, 302, 306, 307, 308, 318, and 405 of the Act and any permit condition or limitation implementing any of such sections in a National Pollutant Discharge Elimination System ("NPDES") permit issued under Section 402 of the Act, 33 U.S.C. § 1342. Section 308(a) of the Act, 33 U.S.C. § 1318(a), authorizes EPA to require the submission of any information required to carry out the objectives of the Act. These authorities have been delegated to the EPA, Region I Administrator, and in turn, to the Director of the EPA, Region I Enforcement and Compliance Assurance Division ("Director").

The Consent Order herein is based on EPA's findings of violation of Section 301 of the Act, 33 U.S.C. § 1311. Pursuant to Section 309(a)(5)(A) of the Act, 33 U.S.C. § 1319(a)(5)(A), the Order provides a schedule for compliance that the Director has determined to be reasonable

II. DEFINITIONS

Unless otherwise defined herein, terms used in this Consent Order shall have the meaning given to those terms in the Act, 33 U.S.C. § 1251 *et seq.*, the regulations promulgated thereunder, and any applicable NPDES permit. For the purposes of this Order, "NPDES Permit" means the City of Fall River's NPDES Permit, No. MA0100382, and all amendments or modifications thereto and renewals thereof as are applicable, and in effect at the time.

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III. FINDINGS

The Director makes the following findings of fact:

1. The City of Fall River, Massachusetts ("Fall River" or "City") is a municipality, as defined in Section 502(4) of the Act, 33 U.S.C. § 1362(4), established under the laws of the Commonwealth of Massachusetts.
2. The City is a person under Section 502(5) of the Act, 33 U.S.C. § 1362(5). The City is the owner and operator of a Publicly Owned Treatment Works ("POTW"), which includes a wastewater collection system ("Collection System") consisting of approximately 200 miles of sewer pipeline, 15 pump stations, the Fall River Regional Wastewater Treatment Facility ("WWTF") and 19 combined sewer overflow ("CSO") outfalls, from which pollutants are discharged, as defined in Sections 502(6) and (12) of the Act, 33 U.S.C. §§ 1362(6) and (12), to Mount Hope Bay, the Taunton River, and the Quequechan River.
3. Mount Hope Bay and the Taunton River are waters of the United States and, as such, are navigable waters under Section 502(7) of the Act, 33 U.S.C. § 1362(7), and the regulations promulgated thereunder.
4. The WWTF is a secondary treatment facility with a monthly average permitted capacity of 30.9 million gallons per day ("MGD"). The WWTF peak hydraulic capacity for combined dry and wet-weather flow is 106 MGD. The WWTF serves a population of approximately 90,000 residents in Fall River and portions of Westport and Freetown, Massachusetts, and Tiverton, Rhode Island.
5. On December 7, 2000, the City was issued NPDES Permit No. MA0100382 ("NPDES Permit") by EPA under the authority of Section 402 of the Act, 33 U.S.C. § 1342. The NPDES Permit became effective February 6, 2001 and superseded a permit issued on February 8, 1995. The NPDES Permit expired on February 5, 2006 and, based upon the City's timely re-application, the conditions of the NPDES Permit remain in effect pursuant to 40 C.F.R. § 122.6.
6. The NPDES Permit authorizes Fall River to discharge pollutants from WWTF Outfall 001A to Mount Hope Bay. Part I.F of the NPDES Permit also authorizes wet-weather discharges of "stormwater/wastewater" from the 19 combined sewer outfalls listed in Attachment B of the NPDES Permit to Mount Hope Bay, the Taunton River, and the

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Quequechan River. These discharges are subject to the effluent limitations (Nine Minimum Controls), monitoring requirements, and other conditions specified in Part I.F of the NPDES Permit.

7. The City's re-application for the NPDES permit was submitted prior to the installation of now operational screening and disinfection processes at the President Ave. and Cove St. CSOs
8. Some components of the Collection System, including CSO outfalls, from which the City has discharged during wet weather untreated sewage are point sources, as defined in Section 502(14) of the Act, 33 U.S.C. § 1362(14).
9. Untreated sewage contains bacteria, including enterococci bacteria and fecal coliform, which are pollutants within the meaning of Section 502(6) of the Act, 33 U.S.C. § 1362(6). Chlorine is also a pollutant within the meaning of Section 502(6) of the Act, 33 U.S.C. § 1362(6).
10. The City discharges combined stormwater and wastewater from its CSO outfalls, as authorized by the NPDES permit, during wet weather which, at times, may exceed water quality standards for fecal coliform bacteria.
11. The City has installed screening and disinfection facilities at two CSOs (at Cove Street and President Avenue) to improve water quality standards at these CSO outfalls beyond the Nine Minimum Controls included in the NPDES permit. During wet weather, these facilities provide screening to reduce solids and add chlorine for disinfection to the combined stormwater and wastewater prior to discharge to the Taunton River. The City adds dechlorination compounds before discharging from the Presidential Ave. CSO outfall. The City does not add dechlorination compounds before discharging from the Cove St. CSO outfall. The City has indicated that it is expected that contact time and degradation of the Chlorine occurs within the outfall pipe prior to discharge to the Taunton River.
12. The City is not authorized to discharge chlorine from either the Cove Street or the President Ave CSO outfalls. At times, data collected from these outfalls indicated release of residual chlorine discharges from these outfalls above water quality standards.
13. Section 301(a) of the Act, 33 U.S.C. § 1311(a), makes unlawful the discharge of pollutants to waters of the United States except, among other things, in compliance with

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the terms and conditions of a NPDES permit issued pursuant to Section 402 of the Act, 33 U.S.C. § 1342.

14. Therefore, EPA finds that the discharges above water quality standards identified in paragraphs 10 and 12 above, to Mount Hope Bay and the Taunton River violate Section 301(a) of the Act, 33 U.S.C. § 1311(a).

IV. ORDER

Accordingly, pursuant to Sections 308 and 309(a)(3) of the Act, it is hereby ordered:

1. The City shall implement the projects in the list below, advancing them to substantial completion by the end of the listed year for each project and shall follow the schedule listed in Spending Plan dated Feb 5, 2021 (See Attachment 1). These projects are based on the Recommended Plan in the December 2015 *Draft Integrated Wastewater and Stormwater Master Plan* (the "Integrated Plan"), the January 2019 *CSO Control Plans and Program Update Report* and the *Wastewater Treatment Facilities Plan* of August 2018.

    a. Projects:

    WWTF Contract #1-Incinerator Bldg. Demo/Site Electrical Upgrade, 2021
    WWTF Contract #2-Facility Rehab. Phase 1, 2024
    President Avenue Pump Station, 2021
    South End Pump Station, 2021
    Ferry Street Pump Station, 2024
    Wilson Road Pump Station, 2022
    CSO Facility Optimization, 2022
    CSO Treatment Impacts on River Investigation, 2023
    City Pier/central Street Facility Preparation Land Acquisition, 2023
    Alton Street CSO Basin Facility Preparation Land Acquisition, 2023
    Riverview Street CSO Basin Improvements, 2022
    Birch Street CSO Basin Sewer Separation, 2024
    Charles Street, Ferry or Columbia CSO Basin Improvements, 2022
    CSO Instrumentation and Controls/Communications, 2022
    Stafford Square Sewer Separation and Replacement-Study, 2021
    President Avenue Sewers Infiltration/Inflow Removal, 2024
    Wilson Road Sewer Rehabilitation, 2024

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Central Street Lining, 2024

Main Interceptor North Cleaning/Inspection, 2024

Main Interceptor South Cleaning/Inspection, 2024

2. By December 31, 2021, the City shall install and/or maintain continuous flow monitors the following CSO outfalls: Alton St., Birch St., Cove St., President Ave., City Pier (Davol 1 and Davol 2), Canal St., Ferry St., Middle St., Birch St., Charles St. and Mount Hope Ave. The monitors will be sufficient to identify start and stop times and total volume of each discharge and, where both treated (screened and disinfected) and untreated discharges may exist, will be sufficient to identify times and volumes of each individually (monitors do not need to continuously report when there is no flow).
3. The City shall continue implementing the current "Monitoring Protocol" for the President Ave. and Cove St. screening/disinfection facilities (included as Attachment 2 to this Order).
4. By September 1, 2021, the City shall submit to EPA for approval an updated plan for monitoring the screening/disinfection facilities at President Ave. and Cove St. Upon EPA approval, the City shall implement the monitoring plan instead of the current "Monitoring Protocol". The plan shall be designed to indicate the actual concentration of bacteria and residual chlorine discharged from the facilities' outfalls, or an upper bound on the actual concentration discharged (if sampling is not done at the outfalls). If outfall monitoring for a facility is not included in the monitoring plan, ambient sampling within the river near the outfall must be included.
    a. The monitoring plan shall include sampling for fecal coliform bacteria and total residual chlorine, using EPA-approved test methods set forth in 40 C.F.R. Part 136 (or an alternate method as approved in writing by EPA for the purposes of this Order).
    b. If the City's NPDES Permit covering CSOs is re-issued and in effect with authorization to discharge residual chlorine from the two facilities, the City shall implement the monitoring requirements of the permit instead of the monitoring plan from this paragraph.
    c. Additional sampling taken at the Cove St. or President Ave. facilities (e.g. as part of a facility optimization study) shall be reported with the required sampling from the monitoring plan.

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5. The City shall optimize the operation of the President Ave. and Cove St. CSO screening and disinfection facilities, with the goal of meeting water quality standards for residual chlorine at the end of the outfall (point of discharge). The City shall submit a report to EPA by January 31, 2024 on the optimization actions and results. The report shall include all outfall and ambient monitoring data related to the screening/disinfection facilities.
6. The City shall complete the "CSO Treatment Impacts on River Investigation" project and submit a report to EPA by January 31, 2024. This study shall evaluate the impacts and costs of the current CSO screening and disinfection facilities at Cove St. and President Ave. The study shall specifically evaluate the ability of discharges from these current CSO facility outfalls to meet water quality standards for chlorine. The study shall include options and costs for adding dechlorination to (or eliminating chlorine disinfection at) the Cove St. facility. The study shall also evaluate CSO alternatives at City Pier and Alton St., including chlorination, dechlorination, non-chlorine disinfection, advanced treatment, storage, sewer separation and other potential alternatives that may be identified.
7. By January 31, 2024, the City shall submit to EPA for review an Integrated Wastewater and Stormwater Master Plan Update, describing projects beginning in 2025 and later.
8. The City shall submit annual progress reports to EPA describing the actions completed consistent with this Consent Order, the Revised Spending Plan and the Integrated Plan. The reports shall include the costs of each activity undertaken as part of the Consent Order, and the estimated volume of annual CSO discharge eliminated. The reports shall be submitted by February 28 each year (covering the activities conducted from the previous calendar year of January 1st through December 31st) each year. The reports may be submitted on paper or electronically.[1] Until a permit is in effect covering chlorine discharges from the Cove St. and President Ave. CSO disinfection facilities, the City shall include, in the progress reports, all outfall testing and sampling results related to those outfalls in the covered time period.
9. The City shall also provide an annual SSO Report to EPA and MassDEP each year by February 28th (covering the previous calendar year). The SSO Report shall include a summary listing of all overflows, spills, and releases that have occurred during the 12 months covered by the report (excluding wet-weather CSO discharges), including building/private property backups, that result from capacity limitations, blockages,

[1] EPA encourages submitting data as spreadsheets where appropriate.

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vandalism, and mechanical, electrical, and structural failures in that portion of the Collection System owned by the City. The tabular listing shall be organized chronologically and shall include:

a. the dates and times that each event began and was stopped, or if it is continuing, a schedule for its termination;
b. the location (nearest address) of each such event;
c. the source of the notification to the City;
d. the cause of the event including, but not limited to, whether it was caused by debris, fats, oils, and grease, or root blockages, collapsed pipes, mechanical, electrical and structural failures, hydraulic overloads and/or vandalism;
e. the estimated gallons of wastewater released and the method used to estimate the volume;
f. a clear statement of whether the release did or did not reach a stormwater catch basin (in a portion of the system with separate storm sanitary drainage) or any other portion of the City's storm sewer system. If the release occurred to the ground or street, regardless of whether the discharge reached any portion of the City's MS4, the City shall provide the distance to the nearest downgradient stormwater catch basin and the name of the receiving water to which the catch basin discharges;
g. a clear statement of whether the release did or did not reach any surface water. If the release reached a surface water, the City shall include the name of the surface water and a description of the location where the release reached the surface water;
h. the estimated gallons of wastewater discharged to the MS4 or surface water and the method used to estimate the volume;
i. the measures taken to stop the overflow, spill, or release and prevent future overflows, spills, and releases at the same location;
j. the date that the event was reported to EPA and MassDEP; and
k. the date of the last event that occurred at the same location.

10. The City shall also provide an annual CSO Report to EPA and MassDEP each year by February 28 (covering the previous calendar year). The CSO Report shall include all CSO discharges in the time period covered by the report, including the outfall, start and

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stop times and total volume released for each discharge. The report will identify whether the discharge was treated (chlorinated); for events and locations with both treated and untreated discharges, they will be reported separately. The report shall also include discharges of partially-treated effluent from the City's Waste Water Treatment Facility due to high flow, identifying start and stop times, total volume released, and level of treatment given (e.g. 'primary clarification plus chlorination').

11. By September 30, 2021, the City shall submit an updated application for renewal of the City's NPDES permit # MA0100382 to EPA, which covers discharges from the City's wastewater treatment plant and CSOs. The update shall include information on the existing chlorination and disinfection facilities at President Ave. and Cove St. If the City plans to further modify discharges from the wastewater treatment plant or CSO, it must further modify its permit application at that time.[2]
12. This Consent Order shall supersede EPA Administrative Order on Consent, Docket No. 11-020 (issued Sept. 30, 2011) in its entirety. However, the City shall continue to implement its Capacity, Management, Operations and Maintenance ("CMOM") Program, consistent with its CMOM Corrective Action Plan, and its Third-Year CMOM Program Self-Assessment, under this Consent Order.
13. All work pursuant to this Consent Order shall be performed using sound, generally accepted engineering practices to ensure that construction, management, operation and maintenance of the City's POTW and MS4 complies with the Act, including practices to improve the resilience of the POTW and MS4 to the impacts of climate change.

V. NOTIFICATION PROCEDURES

1. Where this Consent Order requires a specific action to be performed within a certain time frame, the City shall submit to EPA and a copy to MassDEP a written notice of compliance or noncompliance with such action within seven (7) calendar days following the applicable deadline, or prior to the deadline however, written notice of compliance is not necessary if the action required by the Consent Order is submission of a document, report, or other written material, and the City has timely submitted such document, report, or written material to EPA and a copy to MassDEP.

[2] See 40 C.F.R. § 122.41(l)(8) ("Where the permittee becomes aware that it failed to submit any relevant facts in a permit application, or submitted incorrect information in a permit application or in any report to the Director, it shall promptly submit such facts or information.")

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2. If noncompliance is reported, the written notice submitted to EPA and a copy to MADEP must include the following information:
    a. A description of the noncompliance;
    b. A description of any actions taken or proposed by the City to comply with the required action;
    c. A description of any factors that tend to explain or mitigate the noncompliance; and
    d. A date by which the City will perform the required action.
3. After a notification of noncompliance has been submitted to EPA and a copy to MassDEP, the City must achieve compliance as expeditiously as possible, but by no later than the date the City submitted to EPA and a copy to MassDEP pursuant to paragraph 2.d., and submit to EPA and a copy to MassDEP the required document, report, or written material, as applicable, or a written notice that compliance with the action has been achieved.

Submissions required by this Consent Order shall be sent via email or shall be mailed to the following addresses:

United States Environmental Protection Agency
Region I – New England
5 Post Office Square - Suite 100
Boston, MA 02109-3912
Attn: Andrew Spejewski (Mail Code: OES04-3)
email: Spejewski.andrew@epa.gov

Massachusetts Department of Environmental Protection
Southeast Region Main Office
20 Riverside Drive
Lakeville, MA 02347
Attn: David Burns
email: David.Burns@mass.gov

VI. GENERAL PROVISIONS

1. This Consent Order does not constitute a waiver or a modification of the terms and conditions of the NPDES Permit or the 2016 Small MS4 General Permit. The NPDES Permit and 2016 Small MS4 General Permit remain in full force and effect. EPA reserves

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the right to seek any and all remedies available under Section 309 of the Act, 33 U.S.C. § 1319, as amended, for any violation cited in this Consent Order.

2. This Consent Order shall become effective upon signature by both parties (the "Effective Date").

3. The City agrees to accept service of this Order by electronic mail to the City.

4. Any material modification to the terms of this Consent Order shall be by written agreement of the Parties. Any nonmaterial modifications to the terms of this Consent Order, such as approval of modifications to submissions to EPA or the due dates of such submissions, shall be effective upon written approval from EPA.

5. The Parties anticipate, consistent with EPA's Integrated Planning policies, that this Order on Consent may need to be modified in the event of issuance of a permit that contains new or revised requirements, including renewal or re-issuance of the NPDES Permit. EPA intends to respond to requests to modify this Order on Consent in a timely manner. Further, EPA and the City intend to evaluate and respond to such requests in a manner i) consistent with EPA's Integrated Municipal Stormwater and Wastewater Planning Approach Framework, May 2012, including the expectation that enforcement mechanisms provide "sufficient flexibility … to allow for adaptive management approaches" and ii) that adheres to the standard established for the Administrator to provide for a reasonable schedule consistent with Section 309(a)(5)(A) of the Act, 33 U.S.C. § 1319(a)(5)(A).

6. For the purposes of this Order, the City neither admits nor denies the Findings stated herein by the EPA.

7. EPA acknowledges that the City is subject to a Remedial Order in United States District Court, District of Massachusetts, No. 1:87-CV-03067 (RWZ), as it may be amended, and agrees to negotiate in good faith with the City and the Conservation Law Foundation, Inc., the Plaintiff in said case, to resolve any inconsistencies or conflicts in the City's compliance with both Orders.

8. The City waives any and all claims for relief and otherwise available rights or remedies to judicial or administrative review which the City might have with respect to any issue of fact or law set forth in this Consent Order, including, but not limited to, any right of judicial review of this Consent Order under the Administrative Procedure Act, 5 U.S.C. §§ 701-708

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Date	James Chow, Deputy Director, *for* Karen McGuire, Director, Enforcement and Compliance Assurance Division
Date	Paul E. Coogan, Mayor City of Fall River, Massachusetts

FALL RIVER INTEGRATED WASTEWATER AND STORMWATER MASTER PLAN

REVISED SPENDING

1/15/2021 Rate Health Model Annual Cost for Revised Recommended Plan (All Values in $ Millions)	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
WWTF Facility Plan (draft completed)	$2.0								$2.0
WWTF Contract #1 - Incinerator Bldg. Demo/Site Electrical Upgrade (underway)		$7.0	$12.0	$5.0					$24.0
WWTF Contract #2 - Facility Rehab - Phase 1 (In Design)			$7.0	$10.0	$14.0	$12.0	$8.0		$46.0
[illegible]	$0.3	$1.0	[illegible]	[illegible]					$4.3
South End Pump Station [illegible]		$0.3	$0.0	$1.0					$4.3
Ferry Street Pump Station [illegible]						$0.5	$1.0		$1.5
Walnut Hill Pump Station [illegible]			$0.1	$2.1	$3.0				$6.3
CSO Control Plan and Program Update (draft completed)	$1.0								$1.0
CSO Facility Optimization			$0.2	$0.2	$0.1				$0.5
CSO Treatment Impacts on River Investigation				$0.2	$0.4	$0.3			$0.9
City Pier/Central Street Facility Preperation Land Acquisition				$0.3	$0.1	$1.7			$2.1
Alton Street CSO Basin Facility Preperation Land Acquisition						$1.0			$1.0
Riverview Street CSO Basin Improvements					$0.3				$0.3
Birch Street CSO Basin Sewer Separation				$1.0	$8.0	$9.0			$18.0
Charles Street, Ferry or Columbia CSO Basin Improvements					$0.3				$0.3
CSO Instrumentation and Controls/Communications			$0.1	$0.1	$0.1				$0.3
[illegible]	$0.1	$0.1	[illegible]	$0.2					$0.5
[illegible]					$0.1	$0.1	$0.1		$0.6
[illegible]						$0.3	$0.3		$0.6
[illegible]						$0.3	$0.1		$0.3
[illegible]						$0.1	$0.1		$0.3
[illegible]							$0.2		$0.2
Great Brook Area Pipe Improvements (Complete)	$1.0	$1.0	$1.0						$7.0
Ryan Road Area Pipe Improvements (Complete)	$0.1	$0.1	$1.0						$1.8
Asset Management System/CMMS	$0.1			$0.1	$0.1		$0.1		$0.4
Vehicles and Equipment		$0.5	$0.8		$0.6		$0.4		$2.3
Totals	$4.80	$13.40	$23.20	$22.35	$27.10	$25.80	$10.10	$0.00	$128.3

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Monitoring Protocol

Cove Street and President Avenue

The City of Fall River shall conduct the following monitoring and reporting, as follows:

Cove Street CSO Screening and Disinfection Facility

Monitoring at the Cove Street CSO Screening and Disinfection Facility shall continue, through December 31, 2015, as follows:

- The City will mobilize for monitoring of its Cove Street CSO Screening and Disinfection Facility effluent during storms where the predicted rainfall is more than 1/4 inch.
- As the characteristics of CSO events cannot be predicted, for CSO events of less than one hour, sampling may not occur due to the required staff response time and the necessary continuous CSO event duration for representative sampling results.
- The City will monitor grab samples at the Cove Street CSO Screening and Disinfection Facility's Mixed Effluent Sampling Station (C-ME), as shown on the attached Figure 1 "Cove Street CSO Facility Monitoring Locations," for:
  - Total Residual Chlorine (TRC)
  - Fecal Coliform bacteria (four times per year)
  - Total Nitrogen (four times per year)
- Samples will be taken three times per storm during which the Cove Street CSO Facility was activated for TRC, Fecal Coliform bacteria (if measured), and Total Nitrogen (if measured), if possible, depending upon the duration of the CSO event. Additional TRC monitoring will be done, if needed, to adjust the chlorine dosage. Similarly, additional TRC monitoring will be done, as needed, if dechlorination is added to this facility, to adjust the dechlorinating chemical dosage.
- On completion of the CSO Facility activation/storm event, the City will record:
  - Maximum observed TRC concentration
  - Average observed TRC concentration
  - Total Cove Street CSO Facility activation time
  - Total Cove Street Facility treated flow
- On receipt of the laboratory test results, The City will record Fecal Coliform bacteria (if measured) and Total Nitrogen (if measured).

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- This sampling protocol provides a continuation of the monitoring program as provided in Item 1 of the February 2012 protocol.

President Avenue CSO Screening and Disinfection Facility

Monitoring at the President Avenue CSO Screening and Disinfection Facility shall commence upon the City's acceptance of the completed facility, as follows:

- The City will mobilize for monitoring of its President Avenue CSO Screening and Disinfection Facility effluent during storms where the predicted rainfall is more than 1/4 inch.
- As the characteristics of CSO events cannot be predicted, for CSO events of less than one hour, sampling may not occur due to the required staff response time and the necessary continuous CSO event duration for representative sampling results.
- For a period of 2 years from the City's acceptance of the completed facility, the City will monitor grab samples at the President Avenue CSO Screening and Disinfection Facility's Mixed Effluent Monitoring Location (P1), as shown on the attached Figure 2 "President Avenue CSO Facility Monitoring Locations," for:
  - Total Residual Chlorine (TRC)
  - Fecal Coliform bacteria (four times per year)
  - Total Nitrogen (four times per year)
- Samples will be taken three times per storm during which the President Avenue CSO Facility was activated for TRC, Fecal Coliform bacteria (if measured), and Total Nitrogen (if measured), if possible, depending upon the duration of the CSO event. Additional TRC monitoring will be done, if needed, to adjust the chlorine and/or dechlorinating chemical dosage.
- On completion of the CSO Facility activation/storm event, the City will record:
  - Maximum observed TRC concentration
  - Average observed TRC concentration
  - Total President Avenue CSO Facility activation time
  - Total President Avenue Facility treated flow
- On receipt of the laboratory test results, The City will record Fecal Coliform bacteria (if measured) and Total Nitrogen (if measured).

CSO Outfall Monitoring

Cove Street CSO Outfall (Boat) Monitoring

Monitoring of the Taunton River at the Cove Street CSO outfall shall continue, through December 31, 2015, as follows:

- The City shall perform four in-river sampling events per year during or shortly after a storm of 3/4 inch of rain or greater during which the Cove Street CSO Facility was activated.
- Each grab sample will be analyzed for:
  - TRC
  - Fecal Coliform bacteria
  - Total Nitrogen
  - Temperature
- Visual observation will also be made and recorded to reflect the presence or absence of any sheen, solids, scum, odor, or other excursion from the Massachusetts Water Quality Standards observable without sampling.
- Sampling results will reflect time taken, rainfall prior to sample (if available), and rainfall total.
- Sampling shall be conducted by boat.
- Sampling rounds during a storm event or at storm end where conditions present hazardous conditions (e.g., high winds, surf, nighttime, etc.) will be cancelled for the health and safety of the sampling personnel.
- For the Cove Street CSO Facility, sampling will occur at Stations C-2, C-3 and C-4, as shown on the attached Figure 1 "Cove Street CSO Facility Monitoring Locations." Station C-3 is located at the "boil" of the Facility's outfall. Stations C-2 is located approximately 300 feet upstream of the outfall, and Station C-4 is located approximately 300 feet downstream of the outfall. These stations remain as shown in the inset in the upper right-hand corner of the Camp Dresser & McKee, Inc. ("CDM") plan entitled "City of Fall River, Massachusetts, North System CSO Control Study", initialed copies of which are held in the files of Plaintiff and Defendant.
- This sampling protocol provides a continuation of the monitoring program as provided in Item 2 of the February 2012 protocol.

Cove Street CSO Shoreline Monitoring

Monitoring of the Taunton River in the vicinity of the Cove Street CSO outfall shall continue, through December 31, 2015, as follows:

- Shoreline testing for TRC, Total Nitrogen and Fecal Coliform bacteria shall occur 8-times per/year during or shortly after a storm of 3/4 inch of rain or greater during which the Facility was activated.
- Sampling will occur at the two shoreline sampling locations (C-S1 and C-S2) shown on the attached Figure 1 "Cove Street CSO Facility Monitoring Locations." These locations remain as shown for S1 and S2 on the CDM plan entitled "City of Fall River, Massachusetts, Figure 1, Cove Street Outfall Sampling Locations", initialed copies of which are held in the files of Plaintiff and Defendant.

- Visual observation will also be made and recorded to reflect the presence or absence of any sheen, solids, scum, odor, or other excursion of Massachusetts Water Quality Standards observable without sampling.

- This sampling protocol provides a continuation of the monitoring program as provided in Item 3 of the February 2012 protocol.

President Avenue CSO Outfall

For a period of 2 years from the City's acceptance of the completed President Avenue CSO outfall monitoring shall also occur. Sampling parameters and frequency shall be as described above for the Cove Street CSO outfall, except as follows:

- The City shall perform four in-river sampling events per year during or shortly after a storm of 3/4 inch of rain or greater during which the President Avenue CSO Facility was activated. In-river sampling will occur by boat at locations P-2, P-3 and P-4, as shown on the attached Figure 2 "President Avenue CSO Facility Monitoring Locations." Station P-3 being located at the "boil" of the Facility's outfall. Station P-2 is located approximately 300 feet upstream of the outfall, and Station P-4 is located approximately 300 feet downstream of the outfall.

- Shoreline sampling shall occur 8-times per/year during or shortly after a storm of 3/4 inch of rain or greater during which the Facility was activated. Shoreline sampling will occur at locations P-2S, P-3, and P-4S, as shown on the attached Figure 2 "President Avenue CSO Facility Monitoring Locations." Station P-3 being located at the "boil" of the Facility's outfall. Station P-2S is located at the state boat ramp approximately 350 feet upstream of the outfall, and Station P-4S is located approximately 400 feet downstream of the outfall.

General

Except to the extent specifically provided otherwise above, in performing the monitoring and sampling described herein, Defendants shall conform to 40 CFR Part 136.

0 800 1600
Scale in Feet

City of Fall River, Massachusetts

CDM Smith

Figure 1
Cove Street CSO Facility Monitoring Locations

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0 250 500
Scale in Feet

City of Fall River, Massachusetts

CDM Smith

Figure 2
President Avenue CSO Facility Monitoring Locations

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City of Fall River
Massachusetts
Office of the Mayor

PAUL E. COOGAN
Mayor

August 12, 2021

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

RE: Amendment to Federal Court Order

Dear Honorable Councilors:

Please see attached the Amendment to Federal Court Order No: 1:87-CV-03067 (CSO-FCO). Approval of the Order to Execute is hereby requested.

Please contact Paul J. Ferland with any questions you may have at 508-324-2320.

Sincerely,

Paul E. Coogan
Mayor

One Government Center • Fall River, MA 02722
TEL (508) 324-2600 • FAX (508) 324-2626 • EMAIL mayor@fallriverma.org

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

PAUL E. COOGAN
Mayor

PAUL J. FERLAND
Administrator

August 12, 2021

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

RE: Amendment to Federal Court Order

Dear Mayor Coogan:

Please see attached the Amendment to Federal Court Order No: 1:87-CV-03067 (CSO-FCO). This is an amendment to the current order and is in line with the current $123mil spending plan that was approved by referendum ballot in November of 2017.

Please contact my office at 508-324-2320 with any questions you may have.

Sincerely,

Paul J. Ferland, EIT
Administrator of Community Utilities

One Government Center • Fall River, MA 02722 • TEL (508) 324-2320
WATER (508) 324-2330 • SEWER (508) 324-2320 • EMAIL pferland@fallriverma.org

City of Fall River, *In City Council*

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ORDERED, that the Mayor be and the same is hereby authorized to execute the attached Amendment to Federal Court Order No. 1:87-CV-03067 (CSO-FCO) for the City of Fall River, Massachusetts.

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UNITED STATES DISTRICT COURT

DISTRICT OF MASSACHUSETTS

CONSERVATION LAW FOUNDATION, INC.	)	
	)	
Plaintiff	)	
V.	)	
	)	No. 1:87-CV-03067 (RWZ)
	)	
CITY OF FALL RIVER	)	
	)	
Defendant	)	

JOINT MOTION TO AMEND ORDER

Pursuant to subparagraph 7.i.3 of the Remedial Order as amended on October 21, 2013, on December 31, 2015, Defendant submitted to Plaintiff and the Court its integrated stormwater and wastewater plan ("ISWP"). The ISWP reviewed the Defendant's collective stormwater and wastewater needs and included both sewer separation and other combined sewer overflow("CSO") control options for the Alton Street, City Pier, Ferry Street, Birch Street and other drainage basins throughout the City. The ISWP included projected costs and an implementation schedule for a recommended plan and estimated that implementation of the recommended plan would cause per household sewer and stormwater fees to exceed 1.99% of median household income.

In January 2019 Defendant prepared a CSO Control Plan and Program Update Report. In the development of this report, which advanced the ISWP, additional studies were performed resulting in a more in-depth analysis of the CSO-related aspects of the ISWP. Analyses included the Defendant's development of CSO control options for the Alton Street, City Pier, Ferry Street, Birch Street and other drainage basins throughout the City. Analyses also considered coordination of implementation of the CSO control option for the City Pier drainage basin with work proposed by the Massachusetts Department of Transportation associated with reconstruction of MA Route 79 in the City Pier area. Findings showed that storage and other controls were required in addition to full sewer separation with BMPs (as described in paragraph 7.h.3 of the Remedial Order) to reduce CSOs to an average of four per year for a specific drainage basin; thus, revisions to the Remedial Order were required. The report included updated costs and an implementation schedule for a recommended plan, which indicated that alternatives including sewer separation were considerably more costly than for screening and disinfection facilities, and estimated that implementation of the 2013 recommended plan would cause per household sewer and stormwater fees to exceed 1.99% of median household income by a greater amount.

Plaintiff and Defendant have conferred regarding Defendant's CSO Control Plan and Program Update Report and the proposals made therein regarding the CSO control plan for Phase IIB.2 and Phase IIIA, and have agreed on the terms of the following proposed amendment to the Remedial Order that will address the concerns of both parties and achieve the goals of the existing Order.

WHEREFOR, the parties jointly move this Court to enter an Order in the form attached hereto further amending the existing Remedial Order.

Respectively submitted

CONSERVATION LAW FOUNDATION, INC.

Heather Govern (BBO # 688482)
Conservation Law Foundation, Inc.
62 Summer Street
Boston, MA 02110
Telephone: (617) 350-1766
hgovern@clf.org

Respectfully submitted,

CITY OF FALL RIVER

[insert name and contact information]
Dated: XXXXX, XX, 2021

Local Rule 7.1 Statement

I hereby certify pursuant to Local Rule 7.1(a)(2) that I have conferred with opposing counsel _____ regarding the filing of this motion and that he has assented to the filing thereof.

[insert name]

Dated: XXXXX, XX, 2021

Certificate of Service

I hereby certify that this Joint Motion will be served on all parties registered through the Court's electronic filing system on today's date and that a copy will be mailed to all non-registered participants.

[insert name]

Dated: XXXXX, XX, 2021

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UNITED STATES DISTRICT COURT

DISTRICT OF MASSACHUSETTS

CONSERVATION LAW FOUNDATION, INC.	)	
	)	
Plaintiff	)	
V.	)	
	)	No. 1:87-CV-03067 (RWZ)
	)	
CITY OF FALL RIVER	)	
	)	
Defendant	)	

ORDER

The remedial order of this Court dated March 11, 1992, as amended by Orders dated January 3, 1995, April 7, 1997, March 10, 2005, December 31, 2008 (Document 206), March 8, 2011, December 6, 2011 (Document 240), June 10, 2013, October 7, 2013, and October 21, 2013, is further amended as set forth hereinafter:

Paragraph 7.i of the Remedial Order, as last amended by the Order dated October 22, 2013 (Documents 266 and 269), is hereby deleted in its entirety is replaced with the following:

"i.1. By December 31, 2021, Defendant shall install and/or maintain continuous flow monitors on the following CSO outfalls, Alton St., Birch St., Cove St., President Ave., City Pier (Davol 1 and Davol 2), Canal St., Ferry St., Middle St., Charles St. and Mount Hope Ave.. The monitors will be sufficient to identify start and stop times and total volume of each discharge and, where both treated (screened and disinfected) and untreated discharges may exist, will be sufficient to identify times and volumes of each individually (monitors shall not need to continuously report when there is no flow).

"2. Defendant shall continue monitoring outflows from the screening and disinfection facilities at President Ave. and Cove Street in accordance with the current monitoring protocol for those facilities attached as Exhibit B to the Order dated October 22, 2013 (Document 266-2) and as Exhibit A to this Order. By September 1, 2021, Defendant shall submit to EPA for approval an updated plan for monitoring the screening/disinfection facilities at President Ave. and Cove St. Upon EPA approval, Defendant shall implement the updated monitoring plan in lieu of the current monitoring plan. The updated monitoring plan shall be designed to indicate the actual concentration of bacteria and residual chlorine discharged from the facilities' outfalls, or an upper bound on the actual concentration discharged (if sampling is not done at the outfalls). If sampling at the outfalls is not required by the updated monitoring plan, ambient sampling within the receiving waters near the outfall will be required. The updated monitoring plan shall include sampling for fecal coliform bacteria and total residual chlorine using EPA-approved test methods set forth in 40 C.F.R. Part 136, or an alternate test method approved in writing by EPA. If the City's NPDES Permit covering CSOs is re-issued and in effect with authorization to discharge residual chlorine from the two facilities, Defendant shall implement the monitoring requirements of the permit instead of the updated monitoring plan. Additional sampling taken at the Cove St. or President Ave. facilities (e.g. as part of a facility optimization study) shall be reported with the required sampling from the monitoring plan.

"3. By December 31, 2022, Defendant shall substantially complete the Riverview Street CSO Basin Improvements as described in Exhibit B to this Order.

"4. By December 31, 2022, Defendant shall substantially complete one of the Charles Street, Ferry Street or Columbia Street CSO Basin Improvements as described in Exhibit C to this Order.

"5. By September 31, 2024, Defendant shall substantially complete the Birch Street CSO Basin Sewer Separation as described in Exhibit D to this Order.

"6. Defendant shall identify land parcels required for Alton Street drainage basin and commence with acquisition of land common to all evaluated alternatives by December 31, 2023.

"7. Defendant shall identify land parcels required for City Pier drainage basin and commence with acquisition of land common to all evaluated alternatives by December 31, 2023.

"8. By January 31, 2024, Defendant shall optimize the operation of the President Ave. and Cove St. CSO screening and disinfection facilities, with the goal of meeting water quality standards for residual chlorine at the end of the outfall (point of discharge), and shall submit to Plaintiff and file with the Court a report on the optimization actions implemented and the results thereof. The report shall include all outfall and ambient monitoring data related to the President Ave. and Cove St. screening/disinfection facilities.

"9. By January 31, 2024, Defendant shall complete a "CSO Treatment Impacts on River Investigation" project and submit to Plaintiff and file with the Court a report of the results of such investigation. This study shall evaluate the impacts and costs of the current CSO screening and disinfection facilities at Cove St. and President Ave. The study shall specifically evaluate the ability of discharges from these current CSO facility outfalls to meet water quality standards for residual chlorine. The study shall include options and costs for adding dechlorination to (or adding disinfection by means other than chlorination at) the Cove St. facility.

"10. By January 31, 2024, for the Alton Street drainage basin, Defendant shall evaluate CSO alternatives, including chlorination, dechlorination, non-chlorine disinfection, advanced treatment, storage, sewer separation, and other potential alternatives that may be identified and include findings in the "CSO Treatment Impacts on River Investigation" project and submit to Plaintiff and file with the Court .

"11. By January 31, 2024, for the City Pier drainage basin, Defendant shall evaluate CSO alternatives, in consideration of coordination with the reconfiguration of MA Route 79, including chlorination, dechlorination, non-chlorine disinfection, advanced treatment, storage, sewer separation, and other potential alternatives that may be identified and include findings in the "CSO Treatment Impacts on River Investigation" project and submit.

"12. By January 31, 2024, Defendant shall submit to Plaintiff and file with the Court an Integrated Wastewater and Stormwater Master Plan Update, describing future projects.

"13. By December 31, 2024, Defendant shall substantially complete the Main Interceptor North Cleaning/Inspection and Main Interceptor South Cleaning/Inspection as described in Exhibit E hereto.

"14. Defendant shall provide to Plaintiff an annual CSO Report each year by February 28 (covering the previous calendar year). The CSO Report shall include all CSO discharges in the time period covered by the report, including the outfall, start and stop times and total volume released for each discharge. The Report will identify whether the discharge was treated (chlorinated); for events and locations with both treated and untreated discharges which will be reported separately.

"15. Plaintiff and Defendant shall confer regarding the CSO Treatment Impacts on River Investigation report referred to in 9 above and the Integrated Wastewater and Stormwater Master Plan Update referred to in 12 above and use their best efforts to jointly submit to the Court, by December 31, 2025, an agreed upon motion to finalize the plans for optimization of the screening and disinfection facilities at Cove St. and President Ave. and the selected options for CSO controls in the City Pier and Alton Street drainage areas. Together with the schedule for their construction and implementation."

"16. Defendant shall be subject to the per diem penalties set forth in Exhibit F to this Order for failure to meet the deadlines for Items 1, 3, 4, 5, 8, 9, 10, 11, 12, and 13 above."

"17. Plaintiff acknowledges that the Defendant is subject to an Administrative Order on Consent from the United States Environmental Protection Agency Region I Docket No. CWA-AO-R01-FY21-XX, as it may be amended, and agrees to negotiate in good faith with the Defendants and the U.S. Environmental Protection Agency to resolve any inconsistencies or conflicts in the Defendants' compliance with both Orders.

"18. Plaintiff acknowledges that this order may need to be modified in the event of issuance of a permit that contains new or revised requirements, including renewal or re-issuance of the NPDES Permit.

Except as modified herein, all provisions of the Remedial Order dated March 11, 1992, as amended by Orders dated January 3, 1995, April 7, 1997, March10, 2005, December 31, 2008, March 8, 2011, December 6, 2011, and October 22, 2013, shall remain in full force and effect.

SO ORDERED

_____

Hon. Rya W. Zobel, USDJ

Date: _____, 2021

Exhibit A

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Monitoring Protocol

Cove Street and President Avenue

The City of Fall River shall conduct the following monitoring and reporting, as follows:

Cove Street CSO Screening and Disinfection Facility

Monitoring at the Cove Street CSO Screening and Disinfection Facility shall continue, through December 31, 2015, as follows:

- The City will mobilize for monitoring of its Cove Street CSO Screening and Disinfection Facility effluent during storms where the predicted rainfall is more than 1/4 inch.
- As the characteristics of CSO events cannot be predicted, for CSO events of less than one hour, sampling may not occur due to the required staff response time and the necessary continuous CSO event duration for representative sampling results.
- The City will monitor grab samples at the Cove Street CSO Screening and Disinfection Facility's Mixed Effluent Sampling Station (C-ME), as shown on the attached Figure 1 "Cove Street CSO Facility Monitoring Locations," for:
  - Total Residual Chlorine (TRC)
  - Fecal Coliform bacteria (four times per year)
  - Total Nitrogen (four times per year)
- Samples will be taken three times per storm during which the Cove Street CSO Facility was activated for TRC, Fecal Coliform bacteria (if measured), and Total Nitrogen (if measured), if possible, depending upon the duration of the CSO event. Additional TRC monitoring will be done, if needed, to adjust the chlorine dosage. Similarly, additional TRC monitoring will be done, as needed, if dechlorination is added to this facility, to adjust the dechlorinating chemical dosage.
- On completion of the CSO Facility activation/storm event, the City will record:
  - Maximum observed TRC concentration
  - Average observed TRC concentration
  - Total Cove Street CSO Facility activation time
  - Total Cove Street Facility treated flow
- On receipt of the laboratory test results, The City will record Fecal Coliform bacteria (if measured) and Total Nitrogen (if measured).

- This sampling protocol provides a continuation of the monitoring program as provided in Item 1 of the February 2012 protocol.

President Avenue CSO Screening and Disinfection Facility

Monitoring at the President Avenue CSO Screening and Disinfection Facility shall commence upon the City's acceptance of the completed facility, as follows:

- The City will mobilize for monitoring of its President Avenue CSO Screening and Disinfection Facility effluent during storms where the predicted rainfall is more than 1/4 inch.
- As the characteristics of CSO events cannot be predicted, for CSO events of less than one hour, sampling may not occur due to the required staff response time and the necessary continuous CSO event duration for representative sampling results.
- For a period of 2 years from the City's acceptance of the completed facility, the City will monitor grab samples at the President Avenue CSO Screening and Disinfection Facility's Mixed Effluent Monitoring Location (P1), as shown on the attached Figure 2 "President Avenue CSO Facility Monitoring Locations," for:
  - Total Residual Chlorine (TRC)
  - Fecal Coliform bacteria (four times per year)
  - Total Nitrogen (four times per year)
- Samples will be taken three times per storm during which the President Avenue CSO Facility was activated for TRC, Fecal Coliform bacteria (if measured), and Total Nitrogen (if measured), if possible, depending upon the duration of the CSO event. Additional TRC monitoring will be done, if needed, to adjust the chlorine and/or dechlorinating chemical dosage.
- On completion of the CSO Facility activation/storm event, the City will record:
  - Maximum observed TRC concentration
  - Average observed TRC concentration
  - Total President Avenue CSO Facility activation time
  - Total President Avenue Facility treated flow
- On receipt of the laboratory test results, The City will record Fecal Coliform bacteria (if measured) and Total Nitrogen (if measured).

CSO Outfall Monitoring

Cove Street CSO Outfall (Boat) Monitoring

Monitoring of the Taunton River at the Cove Street CSO outfall shall continue, through December 31, 2015, as follows:

- The City shall perform four in-river sampling events per year during or shortly after a storm of 3/4 inch of rain or greater during which the Cove Street CSO Facility was activated.
- Each grab sample will be analyzed for:
  - TRC
  - Fecal Coliform bacteria
  - Total Nitrogen
  - Temperature
- Visual observation will also be made and recorded to reflect the presence or absence of any sheen, solids, scum, odor, or other excursion from the Massachusetts Water Quality Standards observable without sampling.
- Sampling results will reflect time taken, rainfall prior to sample (if available), and rainfall total.
- Sampling shall be conducted by boat.
- Sampling rounds during a storm event or at storm end where conditions present hazardous conditions (e.g., high winds, surf, nighttime, etc.) will be cancelled for the health and safety of the sampling personnel.
- For the Cove Street CSO Facility, sampling will occur at Stations C-2, C-3 and C-4, as shown on the attached Figure 1 "Cove Street CSO Facility Monitoring Locations." Station C-3 is located at the "boil" of the Facility's outfall. Stations C-2 is located approximately 300 feet upstream of the outfall, and Station C-4 is located approximately 300 feet downstream of the outfall. These stations remain as shown in the inset in the upper right-hand corner of the Camp Dresser & McKee, Inc. ("CDM") plan entitled "City of Fall River, Massachusetts, North System CSO Control Study", initialed copies of which are held in the files of Plaintiff and Defendant.
- This sampling protocol provides a continuation of the monitoring program as provided in Item 2 of the February 2012 protocol.

Cove Street CSO Shoreline Monitoring

Monitoring of the Taunton River in the vicinity of the Cove Street CSO outfall shall continue, through December 31, 2015, as follows:

- Shoreline testing for TRC, Total Nitrogen and Fecal Coliform bacteria shall occur 8-times per/year during or shortly after a storm of 3/4 inch of rain or greater during which the Facility was activated.
- Sampling will occur at the two shoreline sampling locations (C-S1 and C-S2) shown on the attached Figure 1 "Cove Street CSO Facility Monitoring Locations." These locations remain as shown for S1 and S2 on the CDM plan entitled "City of Fall River, Massachusetts, Figure 1, Cove Street Outfall Sampling Locations", initialed copies of which are held in the files of Plaintiff and Defendant.

- Visual observation will also be made and recorded to reflect the presence or absence of any sheen, solids, scum, odor, or other excursion of Massachusetts Water Quality Standards observable without sampling.

- This sampling protocol provides a continuation of the monitoring program as provided in Item 3 of the February 2012 protocol.

President Avenue CSO Outfall

For a period of 2 years from the City's acceptance of the completed President Avenue CSO outfall monitoring shall also occur. Sampling parameters and frequency shall be as described above for the Cove Street CSO outfall, except as follows:

- The City shall perform four in-river sampling events per year during or shortly after a storm of 3/4 inch of rain or greater during which the President Avenue CSO Facility was activated. In-river sampling will occur by boat at locations P-2, P-3 and P-4, as shown on the attached Figure 2 "President Avenue CSO Facility Monitoring Locations." Station P-3 being located at the "boil" of the Facility's outfall. Station P-2 is located approximately 300 feet upstream of the outfall, and Station P-4 is located approximately 300 feet downstream of the outfall.

- Shoreline sampling shall occur 8-times per/year during or shortly after a storm of 3/4 inch of rain or greater during which the Facility was activated. Shoreline sampling will occur at locations P-2S, P-3, and P-4S, as shown on the attached Figure 2 "President Avenue CSO Facility Monitoring Locations." Station P-3 being located at the "boil" of the Facility's outfall. Station P-2S is located at the state boat ramp approximately 350 feet upstream of the outfall, and Station P-4S is located approximately 400 feet downstream of the outfall.

General

Except to the extent specifically provided otherwise above, in performing the monitoring and sampling described herein, Defendants shall conform to 40 CFR Part 136.

Exhibit B

6.4.2 Riverview Street

It is anticipated that implementation of the system-wide improvements would fully control overflows at the Riverview Street CSO to four events per year (a 3-month storm), and no further improvements would be needed. However, to address future 5-year storm flooding concerns, regulator modifications are recommended. This improvement, consisting of removing and replacing the regulating weir, would mitigate flooding in the Riverview Street basin for a 5-year storm at an opinion of probable cost of $0.14M.

Riverview Street

Recommended Alternative: 5-Year Flood Regulator Modifications

Scope:

- Flooding Improvements (Rebuild Regulator Weir)

Opinion of Probable Cost: $0.14M

Anticipated Construction Schedule:

- 2021

Given the limited scope and associated cost of this project, implementation is flexible. The project could be completed independently or bundled together with other projects of a similar size. To save on mobilization costs, the bundled option is recommended and would be implemented in 2021.

6.4.3 Birch Street

In addition to CSO mitigation, additional improvements could be made to mitigate flooding in the Birch Street sewershed. These improvements include replacing a downstream section of the existing Birch Street sewer under the RRROW and removing a steel plate that controls flow in the Birch Street regulator. These improvements could be done in tandem or separately from the offline storage facility, or in combination with other projects involving work within the RRROW.

Birch Street

Recommended Alternative: B3 – Offline Storage

Scope:

- Flooding Improvements Adjacent to Facility Site

Opinion of Probable Cost:

- $0.15M (Flooding Mitigation)

Anticipated Construction Schedule:

- 2021

Implementation would include construction across the existing RRROW. MassDOT is considering restoration of the RRROW for freight service, thus coordination with MassDOT would be required. The implementation schedule for this work is flexible but should be accomplished with similar work within the RRROW.

6.5 Summary of Recommended CSO Improvements

Table 6-3 summarizes each of the recommended alternatives described above. Items are highlighted by color to identify and differentiate between CSO mitigation projects, CSO infrastructure improvements, and additional 5-year flood mitigation projects.

Given the City's significant investment in CSO controls to date, and the considerable capital costs it faces over the next 20 years, it is recommended that the City request an extension of the CSO implementation schedule within the Federal Court Order to 2030. This would allow higher-cost alternatives – specifically Alton Street and City Pier – to be implemented over a more reasonable timeline, while freeing up resources to address critical non-CSO capital projects identified in the Integrated Plan.

Exhibit C

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6.2.4 Central Street

Year-round flow monitoring of the Central Street outfall indicates that minor CSO events occur at the Central Street regulator. These events would indicate a relatively small volume of combined sewer overflows. In general, 2017 flow monitoring indicates that each event occurs over a relatively small-time frame (10 to 20 minutes) and results in a relatively small volume of combined flow (less than 30,000 gallons). To address these overflows, it is recommended that the instrumentation at this regulating weir within the Central Street regulator be monitored to confirm/disprove these short-term overflows. If overflows are occurring, the weir should be raised, as necessary.

Central Street Regulator Weir

Central Street

Recommended Alternative: Regulator Modifications (Raising Weir)

Scope:

- Raise Central Street Regulator Weir

Opinion of Probable Cost:

- TBD based on observation

Anticipated Construction Schedule:

- TBD

6.2.5 Ferry Street

Alternative FC1 – Regulator Modifications (Increasing Regulator Connection) – in conjunction with the cleaning of the Columbia Street connection to the Ferry Street outfall noted in Section 6.2.1 above – is the recommended alternative for the Ferry Street basin. It is anticipated that increasing the regulator connection to the Main Interceptor to 24-inch diameter would mitigate overflows at the Ferry Street CSO to four events per year (a 3-month storm), effectively removing 5 MG of overflow annually. **Figure 6-3** illustrates the recommended work. The opinion of probable cost is $0.23M.

Ferry Street

Recommended Alternative: FC1 – Regulator Modifications (Increasing Regulator Connection)

Scope:

- Increase Columbia Street regulating weir to 24-inch diameter

Opinion of Probable Cost: $0.23M

Anticipated Construction Schedule:

- 2021

Implementation this project would include construction at the intersection of Broadway (Route 79) and Columbia Street near the newly re-constructed Route 79/Interstate 195 interchange. While the work is contained within City streets, coordination with MassDOT would be required to provide appropriate traffic controls within MassDOT jurisdictional portions of Broadway Extension. This is a heavily trafficked intersection.

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6.3.1 Charles Street

It is anticipated that implementation of the system-wide projects would fully control overflows at the Charles Street CSO to four events per year (a 3-month storm), and no further improvements are needed. However, to address the poor condition of the CSO outfall pipe, it is recommended that the outfall pipe be replaced. The opinion of probable cost is $0.14M.

Charles Street CSO Outfall

Charles Street

Recommended Alternative:
Infrastructure Improvements (Outfall Replacement)

Scope:
- Replace CSO outfall

Opinion of Probable Cost: $0.14M

Anticipated Construction Schedule:
- 2021

Given the limited slope and associated cost of this alternative, implementation is flexible. The project could be completed independently or bundled together with other projects of a similar size. To save on mobilization costs, the bundled option is recommended with an implementation date of 2021.

6.3.2 Mount Hope Avenue

In addition to increasing the regulator connection to the Main Interceptor (Section 6.2.8), the Mount Hope Avenue CSO outfall should be replaced and extended further into Mount Hope Bay. This project was formerly evaluated under the Integrated Plan. Additionally, the need for a high-level outlet from the Main Interceptor to this outfall should be explored for protection from flooding of the adjacent wastewater treatment facility during extreme storm events. The opinion of probable cost is $0.9M.

Mount Hope Avenue

Recommended Alternative:
Infrastructure Improvements (Outfall Replacement)

Scope:
- Replace and extend CSO outfall

Opinion of Probable Cost: $0.9M

Anticipated Construction Schedule:
- 2021

Mount Hope Avenue CSO Outfall

Implementation would include construction across the existing RRROW. Currently, the tracks have either been paved over or removed. However, MassDOT is considering restoration of the RRROW for freight service and coordination with MassDOT would be required.

Exhibit D

15

Regulator modifications would include a combination of increasing the connection to the Main Interceptor from 24 inches to 30 inches and rebuilding the regulating weir. Currently, the overflow weir is set inside the outfall, restricting how much flow could be conveyed by that pipe. By rebuilding the weir outside of the outfall pipe and decreasing the elevation by approximately one foot, the full capacity of the outfall pipe could be utilized. This results in mitigation of 5-year flooding within the entire basin without an increase in combined sewer overflows during a 3-month storm. To achieve the same results, sewer separation would need to be implemented in approximately 10 percent (8 acres) of the Riverview basin downstream of the Globe Street drop shaft.

Existing Riverview Street Overflow Weir

4.4.11 Birch Street

Under baseline conditions, the Birch Street outfall is estimated to have an overflow volume of 0.3 million gallons during a 3-month storm event. Overflows at the Birch Street CSO outfall are caused by a combination of high peak flows and restrictions within City pipes between Bay Street and the Main Interceptor. Mitigation alternatives for this CSO area focused on removing restrictions from City pipes to allow more flow to enter the Main Interceptor.

Within the Bay Street (upstream) regulator, a steel plate reduces the capacity of the 18-inch regulating pipe that connects the regulator to the Main Interceptor. Removal of this steel plate allows the full capacity of the regulating pipe to be utilized, sending more flow to the Main Interceptor and mitigating, instead of contributing, to CSOs. Removing this restricting plate results in benefits to CSO mitigation at an extremely low-cost relative to other potential improvements and was therefore considered to be part of all of the alternatives discussed below.

Steel Plate on Regulating Pipe at the Bay Street Regulator

Downstream of the Bay Street regulator, the regulating sewer pipe to the Main Interceptor has a negative pitch – where it crosses the RRROW – and likely contributes to wet weather overflows when the HGL within the Main Interceptor begins to rise. Therefore, all the alternatives below include an approach for mitigating flooding at this location.

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The original Atlantic Avenue (downstream) CSO regulator is off the roadway and difficult to access, leading to construction of the much more accessible regulating chamber off Bay Street. Superseded by the Bay Street regulator, the Atlantic Avenue regulator has been removed from service.

Birch Street Alternative B1a – Sewer Separation (Birch Street)

Combined Sewer Overflows: Achieves 100 Percent Mitigation for 3-month Storm (0.30 MG)

Sewer separation within the Birch Street CSO area may be used to mitigate overflows. To control CSO events to four times per year approximately 25 acres downstream of the Birch Street drop shaft (shown on **Figure 4-25**), must be separated from the combined sewer.

Additional Considerations – 5-Year Storm Flooding

To provide additional protection against wet weather flooding during a 5-year storm event, sewer separation could be increased to approximately 47 acres. Removing this amount of area from the basin mitigates existing wet weather flooding predicted in the basin for a 5-year storm.

Figure 4-25: Birch Street Alternative B1a (Sewer Separation)

Birch Street Alternative B1b – Sewer Separation (Middle Street)

Combined Sewer Overflows: Achieves 90 Percent Mitigation for 3-month Storm (0.027 MG)

Following construction of the sewer separation improvements in the Middle Street basin, which commenced in the summer 2018, additional sewer separation is planned in upstream reaches (see **Figure 4-24**). At this time, there are no set timeframe for these improvements, and implementation is considered to be lower priority than other capital improvements within the City. However, were the future sewer separation phases to be carried out, CSO overflows for a 3-

month storm in the Birch Street basin would be reduced by 0.027 MG, or by 90 percent. Although this does not fully mitigate CSOs within the Birch Street basin, it is an added benefit to implementing the additional phases of the Middle Street sewer separation.

Additional Considerations – 5-Year Storm Flooding

Sewer separation removes flow from the combined sewer system, and therefore does not result in any new wet weather flooding within the Birch Street basin during a 5-year storm.

Birch Street Alternative B2 – Sewer Improvements and Sewer Separation

Combined Sewer Overflows: Achieves 100 Percent Mitigation for 3-month Storm (0.3 MG)

Sewer improvements were also looked at in conjunction with sewer separation. Increasing the size of the 18-inch regulating line to 24-inches approximately 270 linear feet just upstream of the Main Interceptor, in conjunction 27 acres of sewer separation within the Birch Street basin, would mitigate CSO events to four times per year for a 3-month storm (see **Figure 4-26**).

Additional Considerations – 5-Year Storm Flooding

Increasing the downstream regulating line is also predicted to have a positive impact on mitigating wet weather throughout the Birch Street basin for a 5-year storm. However, to fully mitigate existing flooding for a 5-year storm, sewer separation would be needed for approximately 61 acres of the Birch Street basin downstream of the Birch Street drop shaft.

Figure 4-26: Birch Street Alternative B2 (Sewer Improvements and Sewer Separation)

Exhibit E

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Replacement of pipes and structures would require open-cut construction and would therefore cause temporary construction impacts in the immediate area. Any construction within or adjacent to a wetland area could result in federal, state, and/or local permitting requirements. Construction to connect existing sewer catch basins to separated drainage systems is relatively minor, but would still have some temporary impacts on the surrounding area. Short-term noise and road closures would be expected.

Typical grit removal setup

Below is a list of potential environmental reviews and permitting requirements for the Presidents Avenue rotary area resolution concept.

Below is a list of potential environmental reviews and permitting requirements for the Presidents Avenue rotary area resolution concept.

- Order of Conditions from the City of Fall River Conservation Commission;
- Massachusetts Environmental Policy Act consistency review;
- Massachusetts Historical Commission review; and
- Natural Heritage and Endangered Species Program review.

18.6.3 Impact Mitigation

Mitigation of the volume of wet weather flow tributary to the President Avenue pump station would increase the capacity of the system for sewer flow and decrease the energy and system capacity needed to convey flows. Implementation of an I/I reduction program decreases the need to implement costly upgrades to the pump station and allows the City to target available funds toward implementing the most cost-effective collection system repairs. Additionally, there would be a decrease in the amount of flow sent to the WWTF for unnecessary treatment.

18.7 Main Interceptor (SG6 and SG7)

18.7.1 Description

Increasing the capacity of the Main Interceptor, along with other improvements impacts systems throughout the City. The improvements focus on optimizing existing capacity by addressing grit accumulation and possibly providing additional pipe capacity. Given the extent of the Main Interceptor, improvements have been divided into two categories; Main Interceptor–North (SG6) from Alton Street to the Central Street Pump Station and Main Interceptor–South (SG7) from Ferry Street to the Wastewater Treatment Facility.

Cleaning and Inspection (SG6 and SG7)

Cleaning of the Main Interceptor is required in order to remove the existing accumulated grit. The scope of cleaning would include:

- 3,300 linear feet in the Main Interceptor–North (SG6) from Alton Street to the Central Street pump station (see Figure 18-7).
- 12,150 linear feet in the Main Interceptor–South (SG7) from Ferry Street to the WWTF (see Figure 18-8).

As the City does not have the resources or equipment necessary to perform cleaning of pipes of this diameter; contracting a private company appears to be the best solution. A series of activities need to be performed prior to the actual cleaning. The purpose of these activities is to identify potential pitfalls during and after the cleaning. Table 18-5 describes each activity and its purpose in the overall program.

Table 18-5: Main Interceptor Pre-Cleaning Activities

Activity	Purpose
Manhole Identification and Siting	An inventory of the location, condition, and ease of access of each point of admittance to the interceptor. This inventory would then be used to map out cleaning activities and ensure access.
Soil Characterization Sampling	Characterizes composition of soils. The composition of the soils determines the appropriate method of disposal. For example, if hazardous materials are found, a different method of disposal would be used then for clean materials.
Closed-Circuit Television Inspection	A video inspection of sections of the pipe visible above the water and grit levels. Determines if additional maintenance is needed prior to cleaning, or can be performed in conjunction to cleaning. A commonly found issue is concrete deterioration from hydrogen sulfide, which impacts the structural integrity of pipe walls.
Sonar Inspection	Inspection that uses acoustic beams to profile the pipe walls and existing grit accumulation. Provides information that can be used to determine an estimated volume of grit to be removed.
Laser Video Inspection	Inspection that uses laser light projected onto the interior pipe surface. Determines pipe conditions that may not be identifiable with CCTV and sonar inspections, such as measurements of faults and features within the pipe.

It is recommended that a maximum of less than 2 percent of the height of the interceptor (e.g., approximately 1.3-inches of grit in a 66-inch diameter pipe) is permissible following pipe cleaning. This may require multiple runs with the collection system, and should be verified after cleanings by a CCTV and sonar inspection. This level of cleaning is to ensure the maximum capacity of the interceptor is achieved, and provide less foundation for additional grit

Typical grit sampling setup

Typical CCTV image showing degraded pipe conditions

Sonar image showing accumulated grit in pipe

0 1,300 2,600 Feet

City of Fall River, Massachusetts
Integrated Wastewater and Stormwater Master Plan

CDM Smith

Figure 18-7
Main Interceptor - North (Alton Street to Central Street Pump Station) Proposed Improvements

0 1,300 2,600 Feet

City of Fall River, Massachusetts
Integrated Wastewater and Stormwater Master Plan

CDM Smith

Figure 18-8
Main Interceptor - South (Ferry Street to WWTF) Proposed Improvements

accumulation to occur. An additional laser inspection following cleaning is also recommended to ensure the sections of pipe that had been under the grit accumulation are conditionally sound. Following the initial cleaning, the Main Interceptor should be inspected periodically for signs of grit accumulation.

Relief Interceptor (SG6 and SG7)

The addition of a relief interceptor may reduce surcharging and the extent of sewer separation required for CSO control. Its benefit should be evaluated as part of CSO planning for this area (see Section 16). Design of any interceptor relief measures in this area should consider the proposed grit chamber below.

Grit Chamber (SG6)

A grit chamber is recommended for the Main Interceptor–North upstream of the Central Street pump station (see Figure 18-9). The purpose of the grit chamber would be to capture suspended grit during low flow conditions and during the "first flush" of a storm event. By capturing the grit upstream of the pump station, the potential for this material to enter the pump station and damage the screening and pumping equipment would be significantly reduced.

The chamber could be placed in the Heritage State Park parking lot—or possibly on the MassDOT maintenance yard property—to intercept suspended grit before it can enter the pump station and threaten its operation. The accumulated grit would require periodic cleaning with a vacuum truck (i.e., Vactor). The frequency of cleaning would need to be determined after construction, once the rate of accumulation is identified. Integration of this work should be considered as part of design of any interceptor relief measures in this area.

Interceptor Rehabilitation (SG6)

Cured-in-place lining of approximately 70 linear feet of the 36-inch Main Interceptor-North is proposed within Heritage State Park where it crosses the Quequechan River (see Figure 18-10). CIPP lining consists of lining the inside of an existing sewer pipe with a fibrous epoxy tube that hardens and acts as an inner pipe shell. The lining will be approximately 18 millimeters thick in the 36-inch sewer. All manholes and structures within the limit of this work would receive monolithic surfacing system rehabilitation.

The lining will address existing structural issues within the pipe and create an impermeable lining that prevents cross contamination between the sewer and the Quequechan River. The hardened liner essentially becomes a new, continuous pipe within the existing pipe to provide structural integrity and protect against infiltration, without a notable impact on the available capacity.

15

0 80 160 Feet

City of Fall River, Massachusetts
Integrated Wastewater and Stormwater Master Plan

CDM Smith

Figure 18-9
Grit Chamber Proposed Improvements

15

Figure 18-10
Central St. and Heritage Park Area Prop. Improvements

Long term, it is suggested that sewer eventually be rebuilt underneath the river. To achieve this, the existing sewer would be removed and replaced with an inverted siphon. Further studies into the feasibility of this design concept would be required prior to proceeding to design.

18.7.2 Implementation Issues

Cleaning and Inspection (SG6 and SG7)

The cleaning of the Main Interceptor would need to take place during dry weather conditions, as the Interceptor is frequently overwhelmed during wet weather. Typical wastewater-only flows do not impact the grit removal operations, and bypass pumping would not be required during dry weather.

Water quality monitoring of downstream wastewater flows may need to be conducted concurrently and for a period following the cleaning, depending on whether hazardous materials are found in the grit prior to the cleaning. The downstream sampling is to ensure that the contaminated suspended materials do not impact the ability of the WWTF to discharge regulatory-compliant flows.

Many of the manholes to the Interceptor are located in hard to reach or overgrown areas. While a siting analysis at the beginning of the program would eliminate many obstacles to this problem, finding accessible points large enough to accommodate the equipment needed may still present an issue.

Below is a list of potential environmental reviews and permitting requirements for the Main Interceptor cleaning and inspection.

- Order of Conditions from the City of Fall River Conservation Commission;
- Massachusetts Environmental Policy Act consistency review;
- Massachusetts Historical Commission review; and
- Natural Heritage and Endangered Species Program review.

Relief Interceptor (SG6 and SG7)

A study must be performed to determine the feasibility of constructing a relief interceptor, both along the North and South sections. The study would need to take into account topography, utility crossings, construction access, easements, and vicinity to sensitive environmental resources, among other items. Sizing of the relief pipes would be determined based on a combination of construction feasibility and cost/benefit compared to sewer separation areas.

Grit Chamber (SG6)

Construction of the grit chamber would temporarily eliminate some of the parking at Heritage State Park. The constructability of the grit chamber first needs to be studied to determine if it can be built, and, if so, the final dimensions and layout. Construction activities would have to be coordinated with the Department of Conservation and Recreation (DCR) to ensure minimal disruptions. Work on the grit chamber could be combined with nearby recommended lining improvements to the Main Interceptor to minimize construction costs.

Below is a list of potential environmental reviews and permitting requirements for the Main Interceptor grit chamber.

- Order of Conditions with the City of Fall River Conservation Commission;
- Coastal Zone Management consistency review;
- Massachusetts Environmental Policy Act consistency review;
- Massachusetts Historical Commission review;
- Natural Heritage and Endangered Species Program review; and
- Mass Coastal/Commonwealth of Massachusetts Railroad coordination.

Coordination will also be required with the Commonwealth of Massachusetts to construct infrastructure on state land.

Interceptor Rehabilitation (SG6)

Access to the pipes for lining will be via existing manholes and structures. Similarly, monolithic surfacing system (MMSS) lining consists of applying a trowel-on, spray-on or spin-on epoxy lining to the inside of an existing sewer manhole or structure that hardens and acts as an inner shell. The process is used to rehabilitate manholes and structure that have cracking or leaking joints to prevent infiltration.

Bypass pumping will be required since lining has to be done in dry pipe conditions. It is not anticipated that the outside influence of the Quequechan River will impact lining activities on the Interceptor, and therefore no diversion or pumping of the River is required. To achieve bypass pumping, flow in the Interceptor would be intercepted at an upstream manhole on Davol Street (using mobile pumping technologies) and, through a series of piping connections, eventually discharge the captured flow to a manhole downstream of lining activities.

Exposed 36-inch Main Interceptor crossing of the Quequechan River

Work needs to be performed during dry weather to avoid wet weather discharges to the combined sewers. During wet weather, all available capacity in the Interceptor is needed to avoid CSO events. Avoiding wet weather flows also circumvents cost incurred with having to bypass larger flows.

Due to the "trenchless" nature of the remediation technique proposed, all work will be performed in the manholes on either side of the pipes to be lined. Lining activities are akin to inverting a sock-like sleeve through the pipeline and letting it harden in place. Bypass pumping will be typically installed along road shoulders and protected by concrete barriers. When crossing travelled ways, the bypass pumping will be buried below grade and the pavement will be restored at the completion of the work.

Below is a list of potential environmental reviews and permitting requirements for the interceptor rehabilitation resolution concept.

- Order of Conditions from the City of Fall River Conservation Commission
- Massachusetts Environmental Policy Act consistency review;
- Massachusetts Department of Transportation Access permit;
- Massachusetts Historical Commission review; and
- Natural Heritage and Endangered Species Program review.

The two manholes where lining will take place are within the 25-foot Riverfront Area. However, no impact to the river bank is anticipated and, as this work is considered maintenance of wastewater facilities, it is considered to be exempt from the requirements of the Wetlands Protection Act for Riverfront Areas.

18.7.3 Impact Mitigation

Cleaning and Inspection (SG6 and SG7)

Removal of grit accumulation from the Main Interceptor will increase its capacity to receive combined flows. As the Main Interceptor is the end point for many combined sewers and drainage systems, the increased capacity will help these systems discharge flows before CSOs, SSOs, or flooding can occur. The removed grit will also remove any potential hazardous materials from continually contaminating the combined flows.

60-inch diameter Main Interceptor-South with 24.5-inches of grit during dry-weather conditions. This grit reduces the effective capacity of this pipeline.

The inspections conducted in addition to the cleaning will also characterize the pipe conditions of the Main Interceptor, and identify any degraded conditions that need to be addressed. By identifying and prioritizing maintenance, the life of the pipes can be extended.

Relief Interceptor (SG6 and SG7)

The addition of a relief interceptor would provide additional storage and conveyance of combined flows. By diverting larger volumes of flow to the Wastewater Treatment Facility, the volume and frequency of combined sewer overflows is mitigated.

Grit Chamber (SG6)

By diverting the grit in the Main Interceptor, the Central Street pump station would be protected from debilitating loads of suspended solids. The removed grit is not allowed to enter the pump station, where it could potentially damage its screening and pumping equipment. Consolidation of the grit in one location also makes it easier to remove on a regular basis.

Interceptor Rehabilitation (SG6)

Lining of the sewers virtually eliminates infiltration of outside waters into the sewer and exfiltration of sanitary flow. Stopping the infiltration of outside waters into the sewer provides more capacity for sanitary and stormwater flows, and decreases the amount of flow needed to be treated at the WWTF. Further, lining of the Main Interceptor provides structural support to protect against pipe failure and possible sewage discharge to the Quequechan River, as well as extend its useful life.

~~18.8 Central Street and Heritage State Park (SG8)~~

~~18.8.1 Description~~

~~To correct open joints within the Central Street sewer, the pipe needs to be lined. Pipe lining is a trenchless technology that does not require excavation of the pipe. CIPP lining consists of lining the inside of an existing sewer pipe with a fibrous epoxy tube that hardens and acts as an inner pipe shell. The lining will be approximately 6 millimeters in the 10-inch sewer. The hardened~~

Exhibit F

Stipulated Per Diem Penalties

For every day that Defendant fails to timely meet the requirements of the items listed in item 16 of subparagraph 7.I of the Remedial Order, as amended hereby, Defendant shall pay a stipulated penalty to the US Treasury as follows:

Penalty Per Day	Period of Non-Compliance
$750	1st through 10th Day
$1,500	11th through 20th Day
$2,500	21st Day and after

16

City of Fall River
Massachusetts
Office of the Mayor

PAUL E. COOGAN
Mayor

2021 AUG 12 P 2:58

CITY CLERK
FALL RIVER, MA

August 11, 2021

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

RE: FY22 Revised Rate Submission
Water and Sewer Divisions

Dear Honorable Councilors:

Please find enclosed the proposed FY22 rates for the Water and Sewer Divisions. Should you have any questions regarding the revised rate submission please contact Paul J. Ferland at 508-324-2320.

Sincerely,

Paul E. Coogan

Paul E. Coogan
Mayor

One Government Center • Fall River, MA 02722
TEL (508) 324-2600 • FAX (508) 324-2626 • EMAIL mayor@fallriverma.org

City of Fall River, *In City Council*

16

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

That Chapter 74 of the Code of the City of Fall River, Massachusetts, 2018, which chapter relates to utilities, be amended as follows:

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

For water billed on or after October 1, 2021, per 100 cu. ft.	$3.49

City of Fall River, *In City Council*

16

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

Section 1.
That Section 74-134 of Appendix A-Fee Schedule of the Code of the City of Fall River, Massachusetts, 2018, which Section relates to User Charges for Wastewater collection, be amended, as follows:

Sub-Section 1.
By striking out in sub-section (1) of said section, "$5.59", and inserting in place thereof, "$5.67", and by striking out "July 1, 2020", and inserting in place thereof, "October 1, 2021".

Sub-Section 2.
By striking out in paragraph (a) of sub-section (2) of said section, "$5.59 ", and inserting in place thereof, "$5.67", and by striking out "July 1, 2020", and inserting in place thereof, "October 1, 2021".

Sub-Section 3.
By striking out in paragraph (b) of sub-section (2) of said section, "$2.63", and inserting in place thereof, "$2.67", and by striking out "July 1, 2020", and inserting in place thereof, "October 1, 2021".

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

$ 186.63
$ 362.11
$ 543.67
$ 723.20
$ 903.75
$ 1,081.26
$ 1,260.79
$ 1,437.28
$ 1 616.81
$ 1,798.37

and, by striking out in said sub-section (4) "July 1, 2020", and inserting in place thereof, "October 1, 2021".

Section 2.
That Section 74-140 of Appendix A-Fee Schedule of the Code of the City of Fall River, Massachusetts, 2018, which Section relates to Stormwater fee, be amended, as follows:

By striking out in said section, "$184.00", and inserting in place thereof, "$188.00", and by striking out "$46.00", and inserting in place thereof, "$47.00" and by striking out "July 1, 2020", and inserting in place thereof, "October 1, 2021".

17

CITY OF FALL RIVER
MASSACHUSETTS

Traffic & Parking Division

RECEIVED

2021 AUG -4 P 4:15

Paul E. Coogan
Mayor

LAURA FERREIRA
Parking Clerk

August 3, 2021

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

Honorable Council Members:

At a meeting of the Traffic Board Commission held on Wednesday, July 21, 2021 the following request met all the guidelines, requirements and was approved by the Traffic Commission Board.

That Chapter 70 of Revised Ordinances be amended in the following Section:

Article: **70**
Section: **387** **Handicapped Parking**

By inserting in proper alphabetical order the following:

INSERT

Name of Street	**Side**	**Location**
Chapin Street	West	Starting at a point 170 feet south of Globe Street, for a distance of 20 feet southerly.

William Suart
28 Chapin Street
Fall River, MA 02724

Very truly yours,

Laura Ferreira
Parking Clerk

One Government Center Fall River, MA 02722
TEL: (508) 324-2123 FAX (508) 324-2578 EMAIL Lferreira@fallriverma.org

17

CITY OF FALL RIVER
MASSACHUSETTS

Traffic & Parking Division

2021 AUG -4 P 12 10

Paul E. Coogan
Mayor

LAURA FERREIRA
Parking Clerk

August 3, 2021

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

Honorable Council Members:

At a meeting of the Traffic Board Commission held on Wednesday, July 21, 2021 the following request met all the guidelines, requirements and was approved by the Traffic Commission Board.

That Chapter 70 of Revised Ordinances be amended in the following Section:

Article: **70**
Section: **387** **Handicapped Parking**

By inserting in proper alphabetical order the following:

INSERT

Name of Street	Side	Location
Pulaski Street	West	Starting at a point 22 feet north of Warren Street, for a distance of 20 feet northerly.

John Pestana
376 Warren Street
Fall River, MA 02721

Very truly yours,

Laura Ferreira
Parking Clerk

One Government Center Fall River, MA 02722
TEL: (508) 324-2123 FAX (508) 324-2578 EMAIL Lferreira@fallriverma.org

17

CITY OF FALL RIVER
MASSACHUSETTS

Traffic & Parking Division

RECEIVED

2021 AUG -4 P 4:10

CITY CLERK
FALL RIVER

Paul E. Coogan
Mayor

LAURA FERREIRA
Parking Clerk

August 3, 2021

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

Honorable Council Members:

At a meeting of the Traffic Board Commission held on Wednesday, July 21, 2021 the following request met all the guidelines, requirements and was approved by the Traffic Commission Board.

That Chapter 70 of Revised Ordinances be amended in the following Section:

Article: 70
Section: 387 **Handicapped Parking**

By inserting in proper alphabetical order the following:

INSERT

Name of Street	Side	Location
Slade Street	North	Starting at a point 172 feet west of Valé Street, for a distance of 20 feet westerly.

Tricia Dubiel
1116 Slade Street
Fall River, MA 02724

Very truly yours,

Laura Ferreira
Parking Clerk

One Government Center Fall River, MA 02722
TEL: (508) 324-2123 FAX (508) 324-2578 EMAIL Lferreira@fallriverma.org

17

CITY OF FALL RIVER
MASSACHUSETTS

Traffic & Parking Division

RECEIVED

2021 AUG -4 P 4:11

Paul E. Coogan
Mayor

LAURA FERREIRA
Parking Clerk

August 3, 2021

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

Honorable Council Members:

At a meeting of the Traffic Board Commission held on Wednesday, July 21, 2021 the following request met all the guidelines, requirements and was approved by the Traffic Commission Board.

That Chapter 70 of Revised Ordinances be amended in the following Section:

Article: 70
Section: 387 **Handicapped Parking**

By inserting in proper alphabetical order the following:

INSERT

Name of Street	Side	Location
S Main Street	West	Starting at a point 237 feet south of Woodman Street, for a distance of 20 feet southerly.

Tanya Caraballo Rivera
2219 S. Main Street
Fall River, MA 02724

Very truly yours,

Laura Ferreira
Parking Clerk

One Government Center Fall River, MA 02722
TEL: (508) 324-2123 FAX (508) 324-2578 EMAIL Lferreira@fallriverma.org

17

CITY OF FALL RIVER
MASSACHUSETTS

Traffic & Parking Division

Paul E. Coogan
Mayor

LAURA FERREIRA
Parking Clerk

August 3, 2021

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

Honorable Council Members:

At a meeting of the Traffic Board Commission held on Wednesday, July 21, 2021 the following request met all the guidelines, requirements and was approved by the Traffic Commission Board.

That Chapter 70 of Revised Ordinances be amended in the following Section:

Article: **70**
Section: **387** **Handicapped Parking**

By inserting in proper alphabetical order the following:

INSERT

Name of Street	**Side**	**Location**
William Street	South	Starting at a point 143 feet west of Hunter Street, for a distance of 20 feet westerly.

Paul Michael Wrightington
511 William Street
Fall River, MA 02721

Very truly yours,

Laura Ferreira
Parking Clerk

One Government Center Fall River, MA 02722
TEL: (508) 324-2123 FAX (508) 324-2578 EMAIL Lferreira@fallriverma.org

17

CITY OF FALL RIVER
MASSACHUSETTS

Traffic & Parking Division

RECEIVED

2021 AUG -4 P 4:14

Paul E. Coogan
Mayor

LAURA FERREIRA
Parking Clerk

August 3, 2021

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

Honorable Council Members:

At a meeting of the Traffic Board Commission held on Wednesday, July 21, 2021 the following request met all the guidelines, requirements and was approved by the Traffic Commission Board.

That Chapter 70 of Revised Ordinances be amended in the following Section:

Article: **70**
Section: **387** **Handicapped Parking**

By inserting in proper alphabetical order the following:

INSERT

Name of Street	**Side**	**Location**
Woodman Street	North	Starting at a point 26 feet west of Bay Street, for a distance of 20 feet westerly.

Patricia Soares
1665 Bay Street
Fall River, MA 02724

Very truly yours,

Laura Ferreira
Parking Clerk

One Government Center Fall River, MA 02722
TEL: (508) 324-2123 FAX (508) 324-2578 EMAIL Lferreira@fallriverma.org

17

CITY OF FALL RIVER
MASSACHUSETTS

Traffic & Parking Division

Paul E. Coogan
Mayor

LAURA FERREIRA
Parking Clerk

July 28, 2021

RECEIVED
2021 JUL 30 P 2:02
CITY CLERK
FALL RIVER, MA

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

Honorable Council Members:

At a meeting of the Traffic Board Commission held on Wednesday, July 21, 2021 the following request was heard and approved by the Traffic Commission.

That Chapter 70 of Revised Ordinances be amended in the following Section:

Article: 70
Section: 387 **Handicapped Parking**

By striking out in proper alphabetical order the following.

STRIKE OUT

Name of Street	Side	Location
Fourth Street	West	Starting at a point 139 feet north of Branch Street, for a distance of 20 feet northerly.

Very truly yours,

Laura Ferreira
Parking Clerk

One Government Center Fall River, MA 02722
TEL: (508) 324-2123 FAX (508) 324-2578 EMAIL Lferreira@fallriverma.org

17

CITY OF FALL RIVER
MASSACHUSETTS

Traffic & Parking Division

Paul E. Coogan
Mayor

LAURA FERREIRA
Parking Clerk

July 28, 2021

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

Honorable Council Members:

At a meeting of the Traffic Board Commission held on Wednesday, July 21, 2021 the following request was heard and approved by the Traffic Commission.

That Chapter 70 of Revised Ordinances be amended in the following Section:

Article: 70
Section: 387 **Handicapped Parking**

By striking out in proper alphabetical order the following.

STRIKE OUT

Name of Street	Side	Location
Downing Street	South	Starting at a point 116 feet east of Goss Street, for a distance of 20 feet easterly.

Very truly yours,

Laura Ferreira
Parking Clerk

One Government Center Fall River, MA 02722
TEL: (508) 324-2123 FAX (508) 324-2578 EMAIL Lferreira@fallriverma.org

17

CITY OF FALL RIVER
MASSACHUSETTS

Traffic & Parking Division

Paul E. Coogan
Mayor

LAURA FERREIRA
Parking Clerk

RECEIVED
2021 JUL 30 P 2:03
FALL RIVER, MA

July 28, 2021

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

Honorable Council Members:

At a meeting of the Traffic Board Commission held on Wednesday, July 21, 2021 the following request was heard and approved by the Traffic Commission.

That Chapter 70 of Revised Ordinances be amended in the following Section:

Article: **70**
Section: **387** **Handicapped Parking**

By striking out in proper alphabetical order the following.

STRIKE OUT

Name of Street	**Side**	**Location**
Flint Street	West	Starting at a point 333 feet north of Pleasant Street, for a distance of 20 feet northerly.

Very truly yours,

Laura Ferreira
Parking Clerk

One Government Center Fall River, MA 02722
TEL: (508) 324-2123 FAX (508) 324-2578 EMAIL Lferreira@fallriverma.org

17

CITY OF FALL RIVER
MASSACHUSETTS

Traffic & Parking Division

Paul E. Coogan
Mayor

LAURA FERREIRA
Parking Clerk

July 28, 2021

RECEIVED
2021 JUL 30 P 2:03
CITY CLERK
FALL RIVER, MA

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

Honorable Council Members:

At a meeting of the Traffic Board Commission held on Wednesday, July 21, 2021 the following request was heard and approved by the Traffic Commission.

That Chapter 70 of Revised Ordinances be amended in the following Section:

Article: **70**
Section: **387** **Handicapped Parking**

By striking out in proper alphabetical order the following.

STRIKE OUT

Name of Street	**Side**	**Location**
Locust Street	North	Starting at a point 103 feet east of Linden Street, for a distance of 20 feet easterly.

Very truly yours,

Laura Ferreira
Parking Clerk

One Government Center Fall River, MA 02722
TEL: (508) 324-2123 FAX (508) 324-2578 EMAIL Lferreira@fallriverma.org

17

CITY OF FALL RIVER
MASSACHUSETTS

Traffic & Parking Division

Paul E. Coogan
Mayor

LAURA FERREIRA
Parking Clerk

RECEIVED
2021 JUL 30 P 2:03

July 28, 2021

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

Honorable Council Members:

At a meeting of the Traffic Board Commission held on Wednesday, July 21, 2021 the following request was heard and approved by the Traffic Commission.

That Chapter 70 of Revised Ordinances be amended in the following Section:

Article: **70**
Section: **387** **Handicapped Parking**

By striking out in proper alphabetical order the following.

STRIKE OUT

Name of Street	Side	Location
Mott Street	West	Starting at a point 152 feet north of Cambridge Street, for a distance of 20 feet northerly.

Very truly yours,

Laura Ferreira
Parking Clerk

One Government Center Fall River, MA 02722
TEL: (508) 324-2123 FAX (508) 324-2578 EMAIL Lferreira@fallriverma.org

17

CITY OF FALL RIVER
MASSACHUSETTS

Traffic & Parking Division

Paul E. Coogan
Mayor

LAURA FERREIRA
Parking Clerk

July 28, 2021

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

Honorable Council Members:

At a meeting of the Traffic Board Commission held on Wednesday, July 21, 2021 the following request was heard and approved by the Traffic Commission.

That Chapter 70 of Revised Ordinances be amended in the following Section:

Article: 70
Section: 387 **Handicapped Parking**

By striking out in proper alphabetical order the following.

STRIKE OUT

Name of Street	Side	Location
Rodman Street	East	Starting at a point 80 feet south of Augustus Street, for a distance of 20 feet southerly.

Very truly yours,

Laura Ferreira
Parking Clerk

One Government Center Fall River, MA 02722
TEL: (508) 324-2123 FAX (508) 324-2578 EMAIL Lferreira@fallriverma.org

17

CITY OF FALL RIVER
MASSACHUSETTS

Traffic & Parking Division

Paul E. Coogan
Mayor

LAURA FERREIRA
Parking Clerk

RECEIVED
2021 AUG 10 P 2:19
CITY CLERK
FALL RIVER, MA

August 6, 2021

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

Honorable Council Members:

At a meeting of the Traffic Board Commission held on Wednesday, July 21, 2021 the following request met all the guidelines, requirements and was approved by the Traffic Commission Board.

That Chapter 70 of Revised Ordinances be amended in the following Section:

Article: **70** **Parking Prohibited at all times**
Section: **371**

By inserting in proper alphabetical order the following.

INSERT

Name of Street	**Side**	**Location**
Elsbree Street	East	Starting at a point 20 feet south of Langley Street, for a distance of 705 feet southerly

Very truly yours,

Laura Ferreira
Parking Clerk

One Government Center Fall River, MA 02722
TEL: (508) 324-2123 FAX (508) 324-2578 EMAIL Lferreira@fallriverma.org

18

City of Fall River
Massachusetts

Planning Department

RECEIVED

2021 AUG -2 A 10:16

PAUL E. COOGAN
Mayor

WILLIAM G. KENNEY, AICP
City Planner

July 30, 2021

Hon. President Clifford Ponte & Members,
Fall River City Council
One Government Center
Fall River, MA 02722

RE; Proposal for a Memorial in Honor of Roy Rogers, late of Fall River

Dear President Ponte and Members:

At the request of the City Council, the Planning Board conducted a duly noticed public hearing on May 12, 2021, to consider the request, previously filed with the City Council by Vernon A. Tripp, for permission under Ord. Sec. 66-186 to post and maintain a plaque on a wall owned by the city at the westerly end of Remington Street in memory of Roy Rogers, late of Belmont Street in Fall River.

A copy of the petition filed with the Council is attached for convenient reference.

In advance of the public hearing, the Planning Department evaluated the petition and conducted the research required under Ord. Sec. 66-186. It was determined that the wall in question is likely a portion of the former Slade's Ferry Bridge access; that the site has not previously been named or re-named in memory of any other individual or event; that there is no historical significance to the site that would be inconsistent with approving the request; and that the erection of the plaque would have no effect on abutting property owners.

Based upon the Planning Department's review, and upon testimony presented at the May 12, 2021, public hearing, Planning Board adopted the following vote:

VOTED: To recommend that he City Council approve the petition, subject to the following conditions: (1) final text, design, material, size and exact location of the plaque shall be determined through consultation between the Planning Director and the proponent and shall be submitted to the Planning Board for final approval; and, (2) cost of the project shall be the responsibility of the proponent.

A copy of this letter has been issued to the proponent, Vernon Tripp, 495 David Street, Fall River, MA 02720.

Respectfully submitted,

William G. Kenney, AICP
Director of Planning

cc: Vernon Tripp

18

City of Fall River
Massachusetts
Planning Department

RECEIVED
2021 FEB 26 A 10:45
CITY CLERK
FALL RIVER, MA

PAUL E. COOGAN
Mayor

WILLIAM G. KENNEY, AICP
City Planner

MEMO

To: Alison Bouchard, City Clerk
From: Bill Kenney, Planning Director
Date: February 26, 2021
RE: Request Under Sec. 66-186

Dear Ms. Bouchard:

Transmitted herewith please find a request that has been submitted to my office by Vernon Tripp under Sec. 66-186 for permission to post and maintain a plaque on certain public property as a memorial in honor of Roy Rogers, late of Belmont Street in the City.

I understand that this will be presented to the City Council for possible referral to the Planning Board for its recommendation.

Thank you,

Bill Kenney

CITY OF FALL RIVER
IN CITY COUNCIL
MAR 09 2021
Referred to the Planning Board

18

Vernon Tripp
495 David St.
Fall River, MA 02720
508-558-0122

Hon. City Councilors
City of Fall River
One Government Center
Fall River, MA 02722

Dear Councilors,

Please accept this as my request, under Section 66-186 of the Revised Ordinances of the City of Fall River, for permission to post and maintain a permanent plaque on the wall at the end of Remington Street (a portion of the remains of the former Slade's Ferry Bridge) in honor of a beloved member of our Fall River community, the late Roy Rogers, of Belmont Street, who passed away on May 30 of this year.

A photo of the proposed location is below, along with a detailed statement prepared to explain the reason for this request.

Thank you very much for your consideration,

Sincerely,

Vernon Tripp

Vernon A Tripp

In Memory of Roy Rogers
Lifelong Fall River Resident

On May 30th of this year, a loving and life-long member of the Fall River family passed away in his sleep. His name was Roy Rogers (68 yrs). He was a true friend to all and is being mourned widely throughout the city. He was an outdoorsman through and through and loved his family dearly. He was more than my cousin, he was my close friend.

Every day Roy would wake up before the sun and drive down to the Taunton River (Slades Ferry Bridge, Fall River side) and drink his coffee. Then he would get a coffee for his wife Carol and bring it to her as she arose from bed. He would fish and be with family and friends very often at this location. It was a special place to him, to me, and others.

There is a stone wall at the end of Remington Street (part of the old bridge). I would like to post a plaque on that wall memorializing him at that place. I would like to ask your permission and even, if granted, invite you for the brief ceremony.

He was a special man. If we were to bring his wife, of 50 years (since high school), to that spot and reveal the plaque within a modest brief ceremony, it would mean so much to her, his daughters, his grandkids, his numerous friends, and me.

I will get the plaque which I envision to be small and screwed into or bolted to the rock wall. Thanks for making it to the end and for anything you may be willing to do for this great man. He loved this city and was a student of its history.

Thanks for your consideration,
Vernon Tripp
Fall River Resident

18

Google Maps Remington Ave

Cancel Print

Imagery ©2021 Maxar Technologies, Map data ©2021 20 ft

Remington Ave

Fall River, MA 02720

Directions Save Nearby Send to your phone. Share

18

Kenney, William

From: [redacted]
Sent: Friday, August 28, 2020 2:09 PM
To: Kenney, William
Subject: [EXTERNAL] Roy Rogers

Sent from my iPhone

On May 30th, 2020 a loving and life-long member of the Fall River family passed away in his sleep at his home on Belmont Street. His name was Roy Rogers, of 68 years, and he was soon to be my father in law. He was a true friend to all and is being mourned widely throughout the city; specifically the North End. He was an outdoorsman through and through and loved his family and friends dearly. He was more than my future dad, over the last seven years, he became my close friend.

Every day Roy would wake up before the sun and drive down to "the River", as it is affectionately called, to drink his coffee. "The River" is located at the end of Remington Street, site of the old Slades Ferry Bridge. While there he would fish, read the paper, clean up trash, mow the grass, cut back the weeds and bushes. Other times he would just have a chat with a friend that would come specifically to spend time with him. He didn't just talk, he helped his friends when dealing with the variety of situations in life, good and bad. He would scan the land and water for the variety of wildlife that it presents; from birds, to fish, to seals, to groundhogs and skunks. He grew up on this part of the Taunton River, as many others did, taking advantage of all that it offers. When it was time for him to leave, he would go to Dunkin Donuts to get a coffee for his wife, Carol, and bring it to her as she arose from bed.

Roy was also a student of Fall River history. He was immensely knowledgeable about the area dating back from King Philip's War through the Fall River we see today. As we all know, that incorporates quite a few changes. Bottom line, if you wanted to know something about Fall River, just ask Roy.

There is a stone wall at the end of Remington Street, I would like to post a plaque on that wall memorializing him at that place. I would like to petition for your permission and, if granted, invite the Mayor and any other interested parties for a brief ceremony sometime this summer.

He was a special man that, as in many cases, left us too early. Furthermore, he was the picture of a man that loved and cared for his little piece of the city and he embodied the genuine Fall River outdoorsman. I would like to bring his loving wife Carol, of 50+ years, his brother and sister, his children, his grandchildren and his friends to that spot to reveal the plaque.

Thank you for your consideration,
Donald York

City of Fall River, *In City Council*

19

ORDERED, that the following places be and the same are hereby designated as polling places for the Preliminary Municipal Election to be held on Tuesday, September 21, 2021 and the Municipal Election to be held on Tuesday, November 2, 2021. The polls to be opened from 7:00 A.M. to 8:00 P.M., and all polling places shall be used.

19

CITY OF FALL RIVER, MASSACHUSETTS

BOARD OF ELECTION COMMISSIONERS
ONE GOVERNMENT CENTER
TEL. 508-324-2630

RECEIVED
2021 AUG -9 A 11:55
CITY CLERK
FALL RIVER, MA

COMMISSIONERS

KELLY A. SOUZA-YOUNG, CHAIRPERSON
TIMOTHY S. CAMPOS
DAVID J. DENNIS, ESQ.
MANUEL LEITE, CLERK

August 9, 2021

Honorable City Council
One Government Center
Fall River MA

Dear City Councillors:

The Board of Election Commissioners is requesting the attached list of locations be designated as polling precincts for the upcoming City Preliminary Election on September 21, 2021 and the City Election being held on November 2, 2021.

Sincerely,

Kelly A. Souza-Y

Kelly A. Souza-Young, Chairperson
Board of Election Commissioners

CITY of FALL RIVER

List of Wards, Precincts and Polling Places

19

Ward	Prnct	Polling Place Name	Polling Place Address
1	A	ALFRED LETOURNEAU SCHOOL	323 ANTHONY ST
	B	EDWARD F. DOOLAN APTS	CORNER OF LAUREL & MITCHELL DR
	C	ALFRED LETOURNEAU SCHOOL	323 ANTHONY ST
2	A	BLESSED TRINITY CHURCH	1340 PLYMOUTH AVE (ENTRANCE ON WINTHROP ST)
	B	BLESSED TRINITY CHURCH	1340 PLYMOUTH AVE (ENTRANCE ON WINTHROP ST)
	C	CANDEIAS-NIAGARA FIRE STA	CORNER PLYMOUTH AVE & WARREN ST
3	A	MITCHELL APARTMENTS	2100 SOUTH MAIN ST
	B	CARLTON M VIVEIROS SCHOOL	200 LEWIS ST
	C	MATTHEW J KUSS MIDDLE SCH	ENTRANCE ON SHAW ST
4	A	FRANK B. OLIVEIRA APTS	170 WILLIAM ST
	B	JAMES A. O'BRIEN APTS	MORGAN & SECOND STS
	C	THE ATRIUM AT GOV'T CTR	ENTRANCE ON SULLIVAN DR
5	A	CANDEIAS-NIAGARA FIRE STA	CORNER PLYMOUTH AVE & WARREN ST
	B	CHOR BISHOP EID APTS	33 QUEQUECHAN ST
	B1	CHOR BISHOP EID APTS	33 QUEQUECHAN ST
	C	MARY L. FONSECA SCHOOL	160 WALL ST
6	A	FRANCIS J. BARRESI HTS	1863 PLEASANT ST
	B	GEORGE H. COTTELL HTS	1685 PLEASANT ST
	C	RENEY/EASTWOOD FIRE STA	400 EASTERN AVE
	C1	RENEY/EASTWOOD FIRE STA	400 EASTERN AVE
7	A	UNION UNITED METH CHURCH	600 HIGHLAND AVE
	B	THE ATRIUM AT GOV'T CTR	ENTRANCE ON SULLIVAN DR
	C	RAYMOND D. HOLMES APTS	ENTRANCE ON FULTON ST
8	A	MARY L. FONSECA SCHOOL	160 WALL ST
	B	CARDINAL MEDEIROS TOWERS	1197 ROBESON ST (ENTRANCE ON STANLEY ST)
	C	SPENCER BORDEN SCHOOL	ENTRANCE ON CHESTNUT ST
9	A	JAMES TANSEY SCHOOL	711 RAY ST
	B	CALVARY TEMPLE ASSEM OF G	4321 NORTH MAIN ST
	C	CALVARY TEMPLE ASSEM OF G	4321 NORTH MAIN ST

Total Number of Polling Places: 29
No. Pages of Printed: 1

*** End of Report ***

20

City of Fall River
Massachusetts

Planning Department

2021 AUG 12 A 9:46

CITY CLERK
FALL RIVER, MA

PAUL E. COOGAN
Mayor

WILLIAM G. KENNEY, AICP
City Planner

August 11, 2021

Hon. Members,
Fall River City Council
One Government Center
Fall River, MA 02722

RE: Petition for Acceptance of Detroit Street extending from Stevens Street to Omaha Street

Hon. Councilors:

On March 16, 2021, a petition was filed with the City Council requesting that Detroit Street, extending from Stevens Street to Omaha Street, be laid out and accepted. On March 23, 2021, the City Council referred the matter to the Planning Board for review and comment. On May 12, 2021, the Planning Board conducted a duly noticed public hearing to solicit comments on the petition.

Please be advised that, subsequent to the public hearing and additional research and review by Planning Department staff, at a duly noticed public meeting of the Planning Board held on August 11, 2021, a quorum being present and voting, it was VOTED: To recommend that the City lay out and accept Detroit Street extending from Stevens Street to Omaha Street.

Respectfully submitted,

Cynthia Sevigny, Chair
Fall River Planning Board
Cc: City Clerk; City Engineering Dept.

Resolution – Discuss safety hazard created by limited lighting on public streets

CITY OF FALL RIVER

21

To the City Council

Councillors:

The Committee on Public Works and Transportation, at a meeting held on July 20, 2021, voted unanimously to recommend that the accompanying resolution be granted leave to withdraw.

Colleen A. Taylor
Clerk of Committees

18-CC-019

City of Fall River, *In City Council*

21

(Councilor Linda M. Pereira)

WHEREAS, numerous complaints from city residents have been received expressing that limited lighting on public streets create a safety hazard, and

WHEREAS, a similar resolution was filed on April 11, 2019, now therefore

BE IT RESOLVED, this matter be referred to the Committee on Public Works and Transportation, and

BE IT FURTHER RESOLVED, that this matter be given immediate attention and correction.

In City Council, January 14, 2020
Adopted

A true copy. Attest:
Alison M. Bouchard
City Clerk

CITY OF FALL RIVER

22

To the City Council

Councillors:

The Committee on Public Works and Transportation, at a meeting held on July 20, 2021 voted unanimously to recommend that the accompanying order be adopted.

Colleen A. Taylor
Clerk of Committees

City of Fall River, *In City Council*

22

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

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

Kristin Bagnell, 4621 North Main Street, for the removal of curbing as follows:

	Existing opening	Curbing to be removed	Curbing to be added	Proposed opening after alteration
4621 North Main St.	20'	16'	0'	36'

The petitioner has a corner lot with an existing 20 foot curb cut on the south side of the home on Apple Creek Lane, and is requesting the removal of an additional 16 feet of curbing on the North Main Street side of the property to allow for additional off-street parking.

and, on July 13, 2021 the order was referred to the Committee on Public Works and Transportation now therefore, be it

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

Kristin Bagnell, 4621 North Main Street, for the removal of curbing as follows:

	Existing opening	Curbing to be removed	Curbing to be added	Proposed opening after alteration
4621 North Main St.	20'	16'	0'	36'

The petitioner has a corner lot with an existing 20 foot curb cut on the south side of the home on Apple Creek Lane, and is requesting the removal of an additional 16 feet of curbing on the North Main Street side of the property to allow for additional off-street parking.

Order – Curb removal for Jordan Camara, 91 Pelham Street – total of 41 feet on Mott Street (corner lot)

CITY OF FALL RIVER

23

To the City Council

Councillors:

The Committee on Public Works and Transportation, at a meeting held on July 20, 2021 voted unanimously to recommend that the accompanying order be adopted.

Colleen A. Taylor
Clerk of Committees

City of Fall River, *In City Council*

23

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

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

Jordan Camara, 91 Pelham Street, for the removal of curbing as follows:

	Existing opening	Curbing to be removed	Curbing to be added	Proposed opening after alteration
Mott Street	30.5'	10.5'	0'	41'

The petitioner is requesting the removal of 10 feet 6 inches of curbing to the existing 30 foot 6 inch driveway opening on the Mott Street side of the property (corner lot) for purposes of creating a wider driveway to allow for additional parking.

and, on July 13, 2021 the order was referred to the Committee on Public Works and Transportation now therefore, be it

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

Jordan Camara, 91 Pelham Street, for the removal of curbing as follows:

	Existing opening	Curbing to be removed	Curbing to be added	Proposed opening after alteration
Mott Street	30.5'	10.5'	0'	41'

The petitioner is requesting the removal of 10 feet 6 inches of curbing to the existing 30 foot 6 inch driveway opening on the Mott Street side of the property (corner lot) for purposes of creating a wider driveway to allow for additional parking.

CITY OF FALL RIVER

24

To the City Council

Councillors:

The Committee on Public Works and Transportation, at a meeting held on July 20, 2021 voted unanimously to recommend that the accompanying order be adopted.

Colleen A. Taylor
Clerk of Committees

City of Fall River, *In City Council*

24

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

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

Matthew Medeiros, 316 Gifford Road, Westport, MA, for the removal of curbing as follows:

	Existing opening	Curbing to be removed	Curbing to be added	Proposed opening after alteration
33-35 Ward Street	11.5'	16'	0'	27.5'

The petitioner is requesting the removal of 16 feet of curbing to the existing 11.5 foot driveway opening for the purposes of creating an additional driveway on the south side of the multi-family home to allow for a two car driveway to alleviate the demand for on-street parking demand. The current driveway is on the north side of the multi-family home.

and, on June 8, 2021 the order was referred to the Committee on Public Works and Transportation now therefore, be it

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

Matthew Medeiros, 316 Gifford Road, Westport, MA, for the removal of curbing as follows:

	Existing opening	Curbing to be removed	Curbing to be added	Proposed opening after alteration
33-35 Ward Street	11.5'	16'	0'	27.5'

The petitioner is requesting the removal of 16 feet of curbing to the existing 11.5 foot driveway opening for the purposes of creating an additional driveway on the south side of the multi-family home to allow for a two car driveway to alleviate the demand for on-street parking demand. The current driveway is on the north side of the multi-family home.

Final Report – Acceptance of Chestnut Hill Drive from North Main Street to a dead end

CITY OF FALL RIVER

25

To the City Council

Councillors:

The Committee on Public Works and Transportation, at a meeting held on July 20, 2021, voted unanimously to recommend that the accompanying final report be adopted.

Cullen A. Taylor
Clerk of Committees

IS-CC-019

25

CITY OF FALL RIVER, MASSACHUSETTS
IN CITY COUNCIL

This Council having on the 25th day of January 2015 received a petition signed by Stephanie Camara and others that a new street or public way (**Chestnut Hill Drive**) might be laid out and accepted for the use of the public and the City of Fall River, extending from the east line of North Main Street and running easterly to a dead end, therefore, the same was considered and on the 17th day of November, 2020 it was:

ORDERED: That a meeting of the City Council be held virtually on the 15th day of December, 2020 at 5:55 p.m. to hear all parties interested and wishing to be heard on the subject of a layout for the said street, and that the City Clerk notify the several owners of land over and besides which it is proposed to layout the said street or public way, of the said meeting, and the intention of this Council to layout the same.

The requisite notice having been given, this Council met at the time and place named, and an opportunity was given to all parties interested and wishing to be heard.

This council did thereupon and does hereby adjudicate and decree that common convenience and necessity require that the said street or public way be called **Chestnut Hill Drive,** and does hereby take, *in fee simple*, the land necessary therefore.

The description of the street layout and the plan annexed are hereby made part of this report.

Said street or public way passes beside or over land supposed to belong, now or formerly to:

CECELIA LEDOUX, SCOTT HORNBY AND STEHANIE CAMARA, VLADIMIR MICHEL AND GUERLINE SIMY, MARK D. AND KIMBERLY FLORIANO, HASSANA N. AND HASSAN S. SHARDOW, AND ROBERT KFOURY - RK REAL ESTATE TRUST:

This council considers and decides that no damage is sustained in any of the aforementioned owners' property or by any other persons by the laying out, grading and acceptance of this said street or public way as shown on the annexed plan.

25

Chestnut Hill Drive

Layout Description

The Layout of Chestnut Hill Drive in Fall River, Bristol County, Massachusetts, bounded and described as follows:

Beginning at a point on the east side of North Main Street and running southerly and easterly along a curve to the left with a radius of 20.00 feet with an arc length of 30.16 feet along the northerly side of Chestnut Hill Drive to a concrete bound,

Thence running S 20° 38' 20" E for a distance of 20.44 feet to a concrete bound,

Thence running easterly along a curve to the left with a radius of 30.00 feet with an arc length of 10.07 feet to a concrete bound,

Thence running S 39° 52' 14" E for a distance of 70.89 feet to a concrete bound,

Thence running easterly along a curve to the left with a radius of 20.00 feet with an arc length of 13.10 feet to a concrete bound,

Thence running easterly, southerly, and westerly along a curve to the right with a radius of 35.00 feet with an arc length of 162.56 feet to a concrete bound,

Thence running westerly along a curve to the left with a radius of 20.00 feet with an arc length of 13.47 feet to a concrete bound,

Thence running N 39° 52' 14" W for a distance of 63.13 feet to a concrete bound,

Thence running westerly along a curve to the right with a radius of 70.00 feet with an arc length of 23.50 feet to a concrete bound,

Thence running N 20° 38' 20" W for a distance of 16.69 feet to a concrete bound,

Thence running westerly and southerly along a curve to the left with a radius of 20.00 feet with an arc length of 32.04 feet to a mag spike,

Thence running northerly along a curve to the left with a radius of 2525.00 feet with an arc length of 79.46 feet to the point of beginning.

Said layout is shown on the attached plan entitled: Chestnut Holl Drive As-Built plan and Profile by Gorodetsky Engineering, dated June 28, 2020, a copy of which is filed with the Fall River Bristol Registry of Deeds and the City of Fall River Engineering Division.

25

Given under our hands this 17th day of August, 2021
City Council of the City of Fall River, Massachusetts

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

In City Council

VOTED: That the report of the City Council be accepted and allowed and that the layout herein described be, and the same is hereby established, decreed, and confirmed.

_____
City Clerk of the City of Fall River

Office of the Mayor of the City of Fall River

Approved _____
Date

_____
Mayor of the City of Fall River

Final Report – Acceptance of Bell Street from Corbett Street to Canedy Street

CITY OF FALL RIVER

26

To the City Council

Councillors:

The Committee on Public Works and Transportation, at a meeting held on July 20, 2021, voted unanimously to recommend that the accompanying final report be adopted.

Colleen A. Taylor
Clerk of Committees

26

CITY OF FALL RIVER, MASSACHUSETTS
IN CITY COUNCIL

This Council having on the 22nd day of February, 2017 received a petition signed by Lucy Arruda and others that a new street or public way **(Bell Street)** might be laid out and accepted for the use of the public and the City of Fall River, extending from the north line of Corbett Street and running northerly to Canedy Street, therefore, the same was considered and on the 22nd day of June, 2021 it was:

ORDERED: That a meeting of the City Council be held on the 13th day of July, 2021 at 5:55 p.m. o'clock to hear all parties interested and wishing to be heard on the subject of a layout for the said street, and that the City Clerk notify the several owners of land over and besides which it is proposed to layout the said street or public way, of the said meeting, and the intention of this Council to layout the same.

The requisite notice having been given, this Council met at the time and place named, and an opportunity was given to all parties interested and wishing to be heard.

This council did thereupon and does hereby adjudicate and decree that common convenience and necessity require that the said street or public way be called **Bell Street,** and does hereby take, in fee simple, the land necessary therefore.

The description of the street layout and the plan annexed are hereby made part of this report.

Said street or public way passes beside or over land supposed to belong, now or formerly to:

IAN HAMMERTREE, DOROTHY PONTE, STEPHANIE AND CHRISTOPHER BENJAMAIN, PAULO AND CELINA ROCHA.

This council considers and decides that no damage is sustained in any of the aforementioned owners' property or by any other persons by the laying out, grading and acceptance of this said street or public way as shown on the annexed plan.

26

Bell Street

Layout Description

The Layout of Bell Street in Fall River, Bristol County, Massachusetts, bounded and described as follows:

Beginning at a granite bound on the northerly side of Corbett Street, such bound being at the south westerly corner of Bell Street,

Thence running N 27° 35' 12" E for a distance of 197.90 feet to a point on the southerly side of Canedy Street,

Thence running S 62° 17' 34" E along Canedy Street for a distance of 40.00 feet to a point,

Thence running S 27° 35' 12" W for a distance of 197.81 feet to a point on the northerly side of Corbett Street,

Thence running N 62° 24' 48" W for a distance of 38.96 feet to the point of beginning.

Said layout is shown on the attached plan entitled: Street Acceptance Plan for Bell Street by SITEC, Inc., dated May 6, 2021, a copy of which is filed with the Fall River Bristol Registry of Deeds and the City of Fall River Engineering Division.

Given under our hands this 17th day of August, 2021
City Council of the City of Fall River, Massachusetts

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

In City Council

VOTED: That the report of the City Council be accepted and allowed and that the layout herein described be, and the same is hereby established, decreed, and confirmed.

_____
City Clerk of the City of Fall River

Office of the Mayor of the City of Fall River

Approved _____
Date

_____
Mayor of the City of Fall River

Resolution – Discuss safety concerns at the intersection of North Main and Weaver Streets

CITY OF FALL RIVER

27

To the City Council

Councillors:

The Committee on Public Safety, at a meeting held on July 26, 2021, voted unanimously to recommend that the accompanying resolution be granted leave to withdraw, with Councilor Pam Laliberte-Lebeau absent and not voting.

Carmen A. Taylor
Clerk of Committees

City of Fall River, *In City Council*

27

(Councilor Linda M. Pereira)

WHEREAS, numerous accidents have occurred at the intersection of North Main Street and Weaver Street, and

WHEREAS, traffic is steadily increasing in this area due to new businesses locating in the area, now therefore

BE IT RESOLVED, that the Committee on Public Safety convene to discuss this important public safety concern, and

BE IT FURTHER RESOLVED, that the Committee also look at lighting and other areas within the city that are experiencing traffic and safety concerns.

In City Council, May 5, 2020
Adopted, as amended, 9 yeas

A true copy. Attest:

Alison M. Bouchard
City Clerk

Resolution – Discuss the excess speed of vehicles and public safety hazards on North Main Street

CITY OF FALL RIVER

28

To the City Council

Councillors:

The Committee on Public Safety, at a meeting held on July 26, 2021, voted unanimously to recommend that the accompanying resolution be granted leave to withdraw.

Ellen A. Taylor
Clerk of Committees

IS-CC-019

28

City of Fall River, *In City Council*

(Councilor Leo O. Pelletier)

WHEREAS, complaints have been received regarding the excessive speed of vehicles traveling on North Main Street, and

WHEREAS, some sections of North Main Street are very narrow and contain numerous potholes creating a public safety hazard, now therefore

BE IT RESOLVED, that the Committee on Public Safety convene with the Chief of Police, Director of Traffic and Director of Community Maintenance to discuss these very important matters.

In City Council, April 6, 2021
Adopted

A true copy. Attest:
Alison M. Bouchard

City Clerk

Proposed Ordinance – Traffic, Handicapped Parking

CITY OF FALL RIVER

29

To the City Council

Councillors:

The Committee on Ordinances and Legislation, at a meeting held on July 26, 2021, voted unanimously to recommend the accompanying proposed ordinance, accompanied by an emergency preamble, be passed through first reading, second reading, passed to be enrolled and passed to be ordained, with Councilor Trott Lee absent and not voting.

Colleen A. Taylor
Clerk of Committees

City of Fall River, *In City Council*

29

EMERGENCY PREAMBLE

WHEREAS, the immediate passage of the accompanying proposed ordinance is deemed necessary inasmuch as it vitally affects the health and safety of the public, now therefore

BE IT RESOLVED, that said ordinance is hereby deemed an emergency measure in accordance with the provisions of Section 2-9(b) of the City Charter.

City of Fall River, *In City Council*

29

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

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

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

Name of Street	Side	Location
Foster Street	West	Starting at a point 92 feet south of Warren Street, for a distance of 20 feet southerly
Hall Street	North	Starting at a point 302 feet east of Church Street, for a distance of 20 feet easterly
Peckham Street	South	Starting at a point 382 feet west of Plymouth Avenue, for a distance of 20 feet westerly
Pulaski Street	West	Starting at a point 71 feet north of Warren Street, for a distance of 20 feet northerly

Proposed Ordinance – Traffic, miscellaneous

CITY OF FALL RIVER

30

To the City Council

Councillors:

The Committee on Ordinances and Legislation, at a meeting held on July 26, 2021, voted unanimously to recommend that the accompanying proposed ordinance be passed through first reading, with Councilor Trott Lee absent and not voting.

Colleen A. Taylor
Clerk of Committees

18-CC-019

City of Fall River, *In City Council*

30

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

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

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

Name of Street	Side	Location
Canal Street	West	Starting at a point 114 feet south of Ferry Street, for a distance of 20 feet southerly
Grant Street	West	Starting at a point 75 feet south of Columbia Street, for a distance of 20 feet southerly
Healy Street	North	Starting at a point 58 feet east of Quarry Street, for a distance of 20 feet easterly
Oliver Street	South	Starting at a point 105 feet east of Broadway, for a distance of 20 feet easterly
Snell Street	North	Starting at a point 140 feet east of Lawrence Street, for a distance of 25 feet easterly
Tower Street	North	Starting at a point 211 feet west of Laurel Street, for a distance of 20 feet westerly

City of Fall River, *In City Council*

31

(Councilor Pam Laliberte-Lebeau)

WHEREAS, residents of the City of Fall River voted to adopt the Community Preservation Act (CPA) in 2012, and

WHEREAS, we are approaching the 10 year anniversary of its adoption, and

WHEREAS, the CPA adds a 1.5% surcharge on property tax bills to fund community housing, open space, and historic resources, and

WHEREAS, it is important for taxpayers to understand how the program works, and to know where and how their contributions are being spent, now therefore

BE IT RESOLVED, that representatives from the Community Preservation Committee be invited to a future meeting of the Committee on Finance to present a brief overview of the approved projects in each category, and the amount funded by the taxpayers of the City.

filed: 8-11-21

45

ROB LEVINE
& ASSOCIATES

The Lawyers for the Injured and Disabled

Personal Injury Law RI, MA & CT Social Security Disability Nationwide Veterans Disability Nationwide

RECEIVED
2021 JUL 8 P 1:22
CITY CLERK
FALL RIVER, MA

#21-38

Certified Mail/Return Receipt Requested
7021 0350 0001 6178 1071

STATUTORY PRESENTMENT AND DEMAND

Fall River City Clerk
Attn: City Clerk
1 Government Ctr
Fall River, MA 02722

Re: Our Client: Angel Burge

Dear Sir or Madam:

This letter of presentment is being sent to you pursuant to M.G.L Ch. 258 §4, and M.G.L. Ch. 84 §18. Please be advised that I represent Angel Burge of 131 Thomas Street Fall River, Ma 02723 with regard to injuries sustained in an incident on June 05, 2021 at B.M.C Durfee High School, 360 Elsbree St, Fall River, MA 02720, due to your insured's negligence.

On June 05, 2021 at approximately 1130 hours, Ms. Angel Burge, our client, was at the school attending her son's graduation. Our client Ms. Angel Burge was walking down the bleachers across the sandy/gravel area where the sand/gravel meets with the asphalt. Construction was also being completed in the area. There were no signs or paint warning visitors of the construction and/or to watch his/her step, which caused our client to trip and fall. The below photographs show the exact location of Ms. Burge's fall. Additional photographs are also attached for reference.

45

RECEIVED

2021 JUL 12 P 12:31

CITY CLERK
FALL RIVER, MA

City of Fall River
Notice of Claim

#21-39

1. Claimant's name: Antonio Furtado
2. Claimant's complete address: 241 Stewart st. Fall River, MA 02720
3. Telephone number: Home: 5086752516 Cell ~~Work~~: 5088374335
4. Nature of claim: (e.g., auto accident, slip and fall on public way or property damage):
Pot Hole Damage Right Front Tire
5. Date and time of accident: July 5th, 2021 Amount of damages claimed: $ 275.00
6. Exact location of the incident: (include as much detail as possible):
Intersection of Bedford St. and Rock St.
7. Circumstances of the incident: (attach additional pages if necessary):
Time was early in the morning going to buy bread at Cunhas Bakery, while traveling West on Bedford St. I heard and felt a loud pop and a jolt. Tire went completly flat.
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: July 8th, 2021 Claimant's signature: Antonio Furtado

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

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

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

For official use only:
Copies forwarded to: ☑ City Clerk ☑ Law ☑ City Council ☐ City Administrator ☑ DPW Date: 7/13/2021

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RECEIVED

2021 JUL 14 P 4:33

CITY CLERK FALL RIVER, MA

21-40

City of Fall River
Notice of Claim

1. Claimant's name: JoAnn Beland
2. Claimant's complete address: 206 Redman Street Fall River, MA. 02721
3. Telephone number: Cell Home: 508-287-1101 Work: 508-675-0306
4. Nature of claim: (e.g., auto accident, slip and fall on public way or property damage): Auto damage car deemed totalled on July 1, 2021 from St. Flooding.
5. Date and time of accident: July 1, 2021 Approx 4:05 pm Amount of damages claimed: $ 2537.71
6. Exact location of the incident: (include as much detail as possible): In front of Global Gas Station 431 Davol Street Fall River, MA.
7. Circumstances of the incident: (attach additional pages if necessary): Took the under pass off Davol Street to enter the opposite side of Davol Street upon taking the turn I went directly into what looked like a swamp. My car just stopped as vehciles continued to drive by me creating waves coming over my car as I was a sitting duck in water.
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
   Arbella Insurance 1 Lakeshore Center Suite 102, Bridgewater, MA 02324

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: 7/14/21 Claimant's signature: JoAnn Beland

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

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

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

For official use only:
Copies forwarded to: ☑ City Clerk ☑ Law ☑ City Council ~~☐ City Administrator~~ ☑ DCM Date: 7/14/21

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RECEIVED

2021 JUL 15 A 11:20

CITY CLERK 21-41
FALL RIVER, MA

City of Fall River
Notice of Claim

1. Claimant's name: Frank Casimiro
2. Claimant's complete address: 823 Grinnell st F.R. MA. 02721
3. Telephone number: Home: 508-678-3459 Work: _____
4. Nature of claim: (e.g., auto accident, slip and fall on public way or property damage):
   Tire damage
5. Date and time of accident: 07/07/21 1130 PM Amount of damages claimed: $ 282.12
6. Exact location of the incident: (include as much detail as possible):
   Bank Five 79 North Main st.
7. Circumstances of the incident: (attach additional pages if necessary):
   Parking my car the broking curb punctured the side wall of the passengers front tire
   If you look at the picture it shows a broken curb and a pot Hole filled with wather
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: 14/7/21 Claimant's signature: Frank A Casimiro

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

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

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

For official use only:
Copies forwarded to: ☑ City Clerk ☑ Law ☑ City Council ☐ City Administrator ☑ DPW Date: 7/15/21

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RECEIVED

2021 JUL 19 P 2:37

CITY CLERK 21-42
FALL RIVER, MA

City of Fall River
Notice of Claim

1. Claimant's name: April Camara
2. Claimant's complete address: 405 Alden St., Fall River, MA 02723
3. Telephone number: Home: 508-567-8760 Work: _____
4. Nature of claim: (e.g., auto accident, slip and fall on public way or property damage):
   Slip and fall on public way.
5. Date and time of accident: 1/21/2021 PM Amount of damages claimed: $25,000
6. Exact location of the incident: (include as much detail as possible):
   Sidewalk/curb on Ross Street in Fall River.
7. Circumstances of the incident: (attach additional pages if necessary):
   Stepped out of passenger side of her vehicle; as she walked around the car, she was caused to fall by a defect in the sidewalk, a public way.
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: 7/14/21 Claimant's signature: By her Attorney

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

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

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

For official use only:
Copies forwarded to: ☑ City Clerk ☑ Law ☑ City Council ~~☐ City Administrator~~ ☑ DCM Date: 7/19/21

RECEIVED 45

2021 JUL 23 A 11:41

CITY CLERK #21-43
FALL RIVER, MA

City of Fall River
Notice of Claim

1. Claimant's name: Valerie Dunn
2. Claimant's complete address: 246 Park St Attleboro MA 02703
3. Telephone number: Home: 508-838-7384 Work: 401-499-2755
4. Nature of claim: (e.g., auto accident, slip and fall on public way or property damage):
   City of Fall River vehicle struck Miss Dunn's vehicle - Plate # of City vehicle - M76-692
5. Date and time of accident: 7/20/21 - 2:45pm Amount of damages claimed: $pending
6. Exact location of the incident: (include as much detail as possible):
   Bedford St Fall River MA
7. Circumstances of the incident: (attach additional pages if necessary):
   A Falls River vehicle struck Miss Dunn's parked vehicle.
   Miss Dunn has no first party coverages on her vehicle.
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: 07/23/2021 Claimant's signature: _____

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

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

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

For official use only:
Copies forwarded to: ☑ City Clerk ☑ Law ☑ City Council ~~☐ City Administrator~~ ☑ DCM Date: 7-23-21

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RECEIVED

2021 JUL 29 A 10: 26

21-45

City of Fall River
Notice of Claim

1. Claimant's name: Ronald C. Cousineau
2. Claimant's complete address: 124 Bogle Street, Fall River, MA 02723
3. Telephone number: ~~Home:~~ Cell 774-240-1213 Work: Retired
4. Nature of claim: (e.g., auto accident, slip and fall on public way or property damage):
Car damage due to improperly marked road work
5. Date and time of accident: 6/22/21 APROX 10PM Amount of damages claimed: $
6. Exact location of the incident: (include as much detail as possible):
Near North Eastern Ave., North bound passing lane
7. Circumstances of the incident: (attach additional pages if necessary):
Please see accompanying statements, estimates & pictures.
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: 7/6/2021 Claimant's signature: Ronald C Cousineau

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 via email ☑ City Council ~~☐ City Administrator~~ ☑ DCM via email Date: 7/29/2021

45

RECEIVED

2021 AUG -6 A 9:08

CITY CLERK #21-46
FALL RIVER, MA

City of Fall River
Notice of Claim

1. Claimant's name: Vilane Alves Dias
2. Claimant's complete address: 24 Davis st. Apt 2, Fall River, MA 02720
3. Telephone number: Home: 508-567-7335 Work: _____
4. Nature of claim: (e.g., auto accident, slip and fall on public way or property damage):
   Auto accident
5. Date and time of accident: 07/24/2021 Amount of damages claimed: $_____
6. Exact location of the incident: (Include as much detail as possible):
   Jefferson st / Brayton Ave Fall River, MA
7. Circumstances of the incident: (attach additional pages if necessary):
   Oper from Veh 1 started he was traveling on Jefferson st crossing Brayton Ave waiting to turn left onto Brayton Ave when it struck the front edge of the bucket on the backhoe.
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: _____ Claimant's signature: Vilane Alves Dias

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

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

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

For official use only:
Copies forwarded to: ☑ City Clerk ☑ Law ☑ City Council ~~☐ City Administrator~~ ☑ DCM Date: 8-6-21

CITY COUNCIL PUBLIC HEARINGS

MEETING: Tuesday, July 13, 2021 at 5:55 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: Stephanie Benjamin, 35 Bell Street
Thomas E. Strojny, 919 Bay Street, Unit #47
Bethany Strojny, 56 Damon Street

The President called the meeting to order at 5:57 p.m. and announced that the meeting may be recorded with audio or video and transmitted through any medium and that the purpose of the hearings was to hear all persons interested and wishing to be heard on the following:

Curb Removals

On a motion made by Councilor Bradford L. Kilby and seconded by Councilor Christopher M. Peckham, it was unanimously voted that the hearing be opened.

1. Louis Massa Jr., 75 Adams Street, for the removal of curbing as follows:

	Existing opening	Curbing to be removed	Curbing to be added	Proposed opening after alteration
Weetamoe Street	12'	12'	0'	24'

The petitioner is requesting the removal of 12 feet of curbing to the existing 12 foot driveway opening on the Weetamoe Street side of the property (corner lot) for purposes of creating a wider driveway to allow for additional parking.

The President then directed the proponents to be heard and there were no proponents. The President then directed the opponents to be heard and there were no opponents. The President asked the City Clerk if any proponents or opponents submitted written testimony and the City Clerk stated that none was received. On a motion made by Councilor Shawn E. Cadime and seconded by Councilor Christopher M. Peckham, it was unanimously voted that the hearing be closed.

On a motion made by Councilor Christopher M. Peckham and seconded by Councilor Michelle M. Dionne, it was unanimously voted that the hearing be opened.

2. Marilyn Almeida, 332 Herman Street, for the removal of curbing as follows:

	Existing opening	Curbing to be removed	Curbing to be added	Proposed opening after alteration
332 Herman Street	15'	5'	0'	20'

The petitioner is requesting the removal of 5 feet of curbing to the existing 15 foot driveway opening on the southwest side of the property (corner lot) for the purposes of creating a wider driveway to allow for additional parking.
The President then directed the proponents to be heard and there were no proponents. The President then directed the opponents to be heard and there were no opponents. The President asked the City Clerk if any proponents or opponents submitted written testimony and the City Clerk stated that none was received. On a motion made by Councilor Christopher M. Peckham and seconded by Councilor Leo O. Pelletier, it was unanimously voted that the hearing be closed.

On a motion made by Councilor Leo O. Pelletier and seconded by Councilor Michelle M. Dionne, it was unanimously voted that the hearing be opened.
3. Jordan Camara, 91 Pelham Street, for the removal of curbing as follows:

	Existing opening	Curbing to be removed	Curbing to be added	Proposed opening after alteration
Mott Street	30.5'	10.5'	0'	41'

The petitioner is requesting the removal of 10 feet 6 inches of curbing to the existing 30 foot 6 inch driveway opening on the Mott Street side of the property (corner lot) for purposes of creating a wider driveway to allow for additional parking.
The President then directed the proponents to be heard and there were no proponents. The President then directed the opponents to be heard and there were no opponents. The President asked the City Clerk if any proponents or opponents submitted written testimony and the City Clerk stated that none was received. Councilor Leo O. Pelletier stated that he had questions and would like to see this matter referred to the Committee on Public Works and Transportation. On a motion made by Councilor Christopher M. Peckham and seconded by Councilor Shawn E. Cadime, it was unanimously voted that the hearing be closed.

On a motion made by Councilor Christopher M. Peckham and seconded by Councilor Leo O. Pelletier, it was unanimously voted that the hearing be opened.
4. Kristin Bagnell, 4621 North Main Street, for the removal of curbing as follows:

	Existing opening	Curbing to be removed	Curbing to be added	Proposed opening after alteration.
4621 North Main St.	20'	16'	0'	36'

The petitioner has a corner lot with an existing 20 foot curb cut on the south side of the home on Apple Creek Lane, and is requesting the removal of an additional 16 feet of curbing on the North Main Street side of the property to allow for additional off-street parking.
The President then directed the proponents to be heard and there were no proponents. The President then directed the opponents to be heard and there were no opponents. The President

asked the City Clerk if any proponents or opponents submitted written testimony and the City Clerk stated that none was received. Councilor Leo O. Pelletier stated that he had questions and would like to see this matter referred to the Committee on Public Works and Transportation. On a motion made by Councilor Christopher M. Peckham and seconded by Councilor Leo O. Pelletier, it was unanimously voted that the hearing be closed.

Street Acceptances

On a motion made by Councilor Bradford L. Kilby and seconded by Councilor Linda M. Pereira, it was unanimously voted that the hearing be opened.

5. Acceptance of Bell Street, extending from the north line of Corbett Street and running to Canedy Street.

The President then directed the proponents to be heard and there were no proponents. The President then directed the opponents to be heard and Stephanie Benjamin of 35 Bell Street came forward. She stated that she had numerous questions in this matter. The President asked the City Clerk if any proponents or opponents submitted written testimony and the City Clerk stated that none was received. On a motion made by Councilor Christopher M. Peckham and seconded by Councilor Shawn E. Cadime, it was unanimously voted that the hearing be closed.

On a motion made by Councilor Christopher M. Peckham and seconded by Councilor Michelle M. Dionne, it was unanimously voted that the hearing be opened.

6. Acceptance of Granite Street, extending from Purchase Street to Rock Street.

The President then directed the proponents to be heard and there were no proponents. The President then directed the opponents to be heard and there were no opponents. The President asked the City Clerk if any proponents or opponents submitted written testimony and the City Clerk stated that none was received. On a motion made by Councilor Christopher M. Peckham and seconded by Councilor Michelle M. Dionne, it was unanimously voted that the hearing be closed.

On a motion made by Councilor Christopher M. Peckham and seconded by Councilor Leo O. Pelletier, it was unanimously voted that the hearing be opened.

7. Acceptance of Small Street, extending from President Avenue to a dead end and also 280 feet of Stanley Street extending from Small Street to Damon Street.

The President then directed the proponents to be heard and there were no proponents. The President then directed the opponents to be heard and Thomas E. Strojny of 919 Bay Street, Unit 47 and Bethany Strojny of 56 Damon Street came forward. They stated that they had questions in this matter. The President asked the City Clerk if any proponents or opponents submitted written testimony and the City Clerk stated that none was received. On a motion made by Councilor Christopher M. Peckham and seconded by Councilor Bradford L. Kilby, it was unanimously voted that the hearing be closed.

On a motion made by Councilor Bradford L. Kilby and seconded by Councilor Christopher M. Peckham, it was unanimously voted to adjourn at 6:09 p.m.

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

A true copy. Attest:

Alison M. Bouchard

City Clerk

COMMITTEE ON FINANCE

MEETING: Tuesday, June 22, 2021 at 5:30 p.m.
Council Chamber, One Government Center

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

ABSENT: Councilor Bradford L. Kilby

IN ATTENDANCE: Mary Sahady, Director of Financial Services
Timothy P. McCoy, City Administrator
Laura Ferreira, Director of Traffic
Jeffrey Cardoza, Chief of Police
Christopher Parayno, Asst. Commissioner of Cemeteries and Trees/
Director of Cemeteries/Trees
John Perry, Director of Community Maintenance
Nancy Smith, Asst. Commissioner of Parks and Recreational
Facilities/Director of Parks and Recreational Facilities
John D. Lynch, Fire Chief
Timothy Oliveira, Director, Emergency Medical Services
Richard Levesque, Captain, Fall River Fire Department
Edward Davis, President and CEO, The Edward Davis Company
2 Atlantic Avenue, 3rd Floor, Boston, MA 02110
William Taylor, Director of Consulting Services
The Edward Davis Company, 2 Atlantic Avenue, 3rd Floor, Boston, MA 02110

The chair called the meeting to order at 5:36 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 could be submitted by email by Tuesday, June 22, 2021 at 3:00 p.m. to be read at the meeting.

1. Citizens' Input

The City Clerk read a communication received from a city resident, a copy of which is attached hereto and made a part of these minutes.
Edward Hodkinson, 23 LeBaron Street – City Administrator and Director of Financial Services

Councilor Pam Laliberte-Lebeau arrived at 5:42 p.m.

2. Continue discussion of the proposed Fiscal Year 2022 Municipal Budget as follows:
Council President Cliff Ponte asked if there were any questions for the Traffic Department. Laura Ferreira gave a brief overview of the Traffic Department. Councilor Michelle M. Dionne asked how the new parking kiosks were working. Laura Ferreira stated that since these kiosks are new to the City, there is a learning curve. She then stated that there are an additional 42 kiosks on order. Councilor Michelle M. Dionne then asked if the third level of the parking garage on Third Street is open. Laura Ferreira stated that renovations are under way and hopefully the third level should be open for parking in a few months. Councilor Trott Lee asked why the cost of electricity for the Traffic Department is lower. Laura Ferreira stated that all traffic lights have been changed to LED lights, which is much more cost efficient. Councilor Linda M. Pereira stated that she is happy that kiosks are being installed, as it is much easier for residents to pay with credit or debit cards as many residents do not carry change for parking meters.

On a motion made by Councilor Trott Lee and seconded by Councilor Christopher M. Peckham, it was unanimously voted to take item #3 out of order, with Councilor Bradford L. Kilby absent and not voting.
3. Fall River Police Department Audit Report from The Edward Davis Co.
Edward Davis provided a brief overview of the Fall River Police Department Audit. He stated that a couple of issues were discussed that have been problematic for years. Compensatory time or "Comp Time", as it is referred to, began as an unofficial way to allow detectives that were highly motivated to solve cases when there were no overtime funds available. This allowed those detectives to work on their own time with hopes of receiving some time off when they needed it. He then stated that it was not anticipated to become a financial liability to a city. He also clarified that in cities that don't have funds available for overtime, this practice has caused a snowball effect with regards to comp time. Edward Davis also stated that the Fair Labor Standards Act (FLSA) establishes overtime pay guidelines and exemptions. He then mentioned that he recommends that the Director of Financial Services be provided with monthly comp time reports, so that an accurate accounting of this liability can be kept. Edward Davis then stated that the Fall River Police Department is an accredited department, which is a special achievement as there are not very many around the country. Councilor Trott Lee asked who the accreditation authority for police departments is. Edward Davis stated that The Commission on Accreditation for Law Enforcement Agencies, Inc. (CALEA) is the credentialing authority. He then stated that Fall River should be very proud that their Police Department is accredited by CALEA. Councilor Linda M. Pereira stated that FLSA guidelines stated that comp time should be capped at 480 hours per employee, but Fall River has not followed these guidelines. Councilor Michelle M. Dionne asked if some employees prefer comp time to overtime pay. Edward Davis stated that some officers do, as they accumulate comp time to have a large buyout due at the end of their career. Council President Cliff Ponte thanked Edward Davis for the report and attending the meeting to answer questions.

2. Continue discussion of the proposed Fiscal Year 2022 Municipal Budget as follows:
Council President Cliff Ponte asked if there were any questions for the Police Department. The Chief of Police provided a brief overview. He stated that the significant increase in the budget is the $100,000.00 in the overtime budget. He explained that his department has consistently expended all overtime funding prior to the year end and that is the reason that he requested an increase in the overtime account. The Chief of Police stated that on the expense side of the budget, he has requested increased funding for training, as there is a culture change in the country and the police department needs to be kept current. He also mentioned that there are 60 traffic signals in the City and many are antiquated and need to be replaced. He then listed that he has requested five marked police cruisers, one unmarked police cruiser and a small vehicle to maneuver around the parking lot at the police station for snow plowing. Councilor Leo O. Pelletier stated that many communities are defunding their police departments, and he is definitely against that as he wants to see Fall River as a safe community to reside in. Chief Jeffrey Cardoza stated that it is increasingly difficult to find qualified individuals who

wish to become police officers. Council President Cliff Ponte asked the Director of Financial Services what the $4.8 million dollars from the American Rescue Plan Act (ARPA) would pay for in the Fiscal Year 2022 Budget. The Director of Financial Services stated that the $4.8 million dollars was used to replace lost revenue due to the COVID-19 pandemic.

Council President Cliff Ponte asked if there were any questions for the Cemetery Department. Christopher Parayno gave a brief overview of the department. He stated that the request for $50,000.00 is for the replacement of aging equipment. Councilor Leo O. Pelletier asked if there are any funds in the budget for the repair of damaged headstones. Christopher Parayno stated that perpetual care does not cover these repairs, but his department performs many repairs. Councilor Leo O. Pelletier then stated that the response to residents regarding any broken or fallen trees has greatly improved.

Council President Cliff Ponte asked if there were any questions for the Park Department. Nancy Smith stated that in the Fiscal Year 2022 Budget, there are additional full time and seasonal staff. Council President Cliff Ponte stated that many residents do not realize that the Park Department cuts the grass on all of the traffic medians and many of the City owned properties. Nancy Smith stated that her department has a schedule for the maintenance of parks, greens and medians, but when there is a special event in a certain area the schedule must change to provide adequate care to that location. She then stated that her department attempts to mow all the traffic medians every other week. Council President Cliff Ponte asked how many employees maintain the parks, playgrounds and medians. Nancy Smith stated that her department has three working foremen, one foreman, six laborers and one mechanic. She then mentioned that these employees maintain 29 parks and playgrounds, traffic medians and memorials. Councilor Christopher M. Peckham asked how many vehicles are in the Park Department. Nancy Smith stated there are between 8 and 10 vehicles, along with lawnmowers and weed whackers. Councilor Pam Laliberte-Lebeau asked for the length of time that the seasonal workers are employed. Nancy Smith stated that the seasonal workers will work from April to October. Councilor Pam Laliberte-Lebeau then asked when the splash pads will open for the summer. Nancy Smith stated that the splash pads will open on Monday and that they usually coordinate with the lunch program in the parks. Councilor Shawn E. Cadime stated that the parks in the City are still severely underfunded. He then stated that the City needs to invest in the parks to improve the living environment for the residents.

Council President Cliff Ponte asked if there were any questions for the Emergency Medical Services (EMS) Division of the Fire Department. Council President Cliff Ponte asked for the balance of the EMS Stabilization Fund. The Director of Financial Services stated approximately $2 million dollars. Timothy Oliveira gave a brief overview of the EMS Budget. He stated that there is a new squad on order and the employees will be receiving a 1% cost of living increase, per their union contract. He also stated that EMS receives approximately 22,000 to 24,000 calls for services every year. Council President Cliff Ponte asked how much is billed for calls. Timothy Oliveira stated that they use $458.00 per call as an average, because most patients in the City have either Medicare, Medicaid or Mass Health and $458.00 is the allowable rate. He also stated that if the charge for the call is $2,000.00, the department will only receive $458.00.

Council President Cliff Ponte asked if there were any questions for the Fire Department. Chief John D. Lynch provided a brief overview of the department. He stated that the internal Klaxon system that is in all the stations will be replaced, as a capital expense. He also mentioned that the other capital expense is an emergency generator for the machine shop. Councilor Michelle M. Dionne asked the Fire Chief if he has plans to retire. The Fire Chief stated that he will be retiring in the future and there may also be other retirements. He stated that there are always surprises, as employees have life changes that may initiate a retirement or resignation.

Council President Cliff Ponte asked if there were any questions for Community Maintenance. Councilor Trott Lee asked if some of the ARPA funds could be used to assist with solid waste expenses. John Perry stated that the City had increased solid waste tonnage due to residents being home, during the COVID-19 pandemic. The Director of Financial Services stated that ARPA funds may be used to

supplement the budget to replace lost revenue. Councilor Michelle M. Dionne asked what has taken place since last year with regards to lowering the cost of solid waste disposal. John Perry stated that he was able to negotiate a one year contract with ABC Disposal for the collection of recycling, which is a cost savings over the rate that the City was paying EZ Disposal for the collection of recycling. Councilor Pam Laliberte-Lebeau stated that she had filed a resolution that requested copies of all invoices for snow removal and they have not yet been provided. The Director of Financial Services stated that once an audit is complete, paid invoices may be destroyed.
Council President Cliff Ponte stated that in the beginning of the discussion regarding the increases in the water and sewer rates, it was asked if there was a back-up plan if the increased rates were not approved. Councilor Leo O. Pelletier stated that the proposed ordinance for the water and sewer rate increases should have been forwarded to the full council without a recommendation, if the committee was unable to come to a recommendation. Councilor Linda M. Pereira stated that the proposed ordinance for the rate increases was submitted by the Administrator of Community Utilities in April, which was sufficient time for the Committee on Ordinances and Legislation to make a recommendation to the full council. Councilor Leo O. Pelletier stated that the City needs clean water, and mentioned that the City is currently having difficulty filling vacant positions within the water and sewer departments. He then stated that if current employees have to be laid off due to a lack of funding, the City will be put in a bad situation. The City Administrator stated that when department heads are requesting an additional employee or a capital improvement, it is because it is needed. He also stated that Paul Ferland has been working night shifts at the sewerage treatment plant, due to a lack of employees. The Director of Financial Services stated that the only way to lower this budget, is to remove the new positions and the $1.6 million dollars for capital improvements. Councilor Shawn E. Cadime stated he agrees that the water and sewer departments are lean, but by using one time funds the City is creating a structural deficit. He then stated that he is not suggesting that this matter can be corrected in one year, but this needs to be addressed in every budget to correct the situation.

On a motion made by Councilor Michelle M. Dionne and seconded by Councilor Christopher M. Peckham, it was voted 6 yeas, 2 nays, to reject the budget, with Councilors Leo O. Pelletier and Linda M. Pereira voting in the negative and Councilor Bradford L. Kilby absent and not voting (copy of said letter to the Mayor is attached hereto and made a part of these minutes).

4. Transfer and appropriation - $100,000.00 from the Water Enterprise Fund FY20 Surplus Revenue to the Water Stabilization Fund

The Director of Financial Services stated that this is to transfer the $100,000.00 from the Fiscal Year 2020 Surplus Revenue to the Water Stabilization Fund. The City Clerk stated that this matter is on the agenda for tonight's City Council Meeting.

<u>Citizens' Input Time – After Discussion of Financial Matters:</u>
None

On a motion made by Councilor Christopher M. Peckham and seconded by Councilor Leo O. Pelletier, it was unanimously voted to adjourn at 9:54 p.m., with Councilor Bradford L. Kilby absent and not voting.

<u>List of documents and other exhibits used during the meeting:</u>
Citizens' Input Communication
Agenda packet (attached)
DVD of meeting
Fiscal Year 2022 Budget rejection letter to Mayor Paul E. Coogan
Updated pages 307 and 308 for FY22 Budget Book from Mary Sahady, Director of Financial Services

Colleen A. Taylor
Clerk of Committees

City of Fall River Massachusetts
Office of the City Clerk

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Alison M. Bouchard
City Clerk

Inês Leite
Assistant City Clerk

June 24, 2021

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

Dear Mr. Mayor:

At a meeting of the City Council Committee on Finance held on Tuesday, June 22, 2021, and under the provisions of Massachusetts General Laws Chapter 44, Section 32, a motion was made and seconded, to formally reject the proposed Fiscal Year 2022 Annual Budget by a margin of 6 yeas, 2 nays, with Councilors Leo O. Pelletier and Linda M. Pereira voting in the negative and Councilor Bradford L. Kilby absent and not voting.

During discussion, City Councilors requested several revisions to the budget and responses to outstanding requests.

The City Council will resume budget deliberations on Tuesday, June 29, 2021 at 5:30 p.m. Should a revised budget be forthcoming, please advise so that it can be distributed to members of the City Council.

Thank you for your consideration.

Sincerely,

Alison M Bouchard

Alison M. Bouchard
City Clerk

/ispl

cc: City Council President
City Administrator
Director of Financial Services

47

JUNE 22, 2021

COMMUNICATIONS

SUBMITTED

FOR

CITIZENS' INPUT

47

RECEIVED

2021 JUN 22 P 2:59

FALL RIVER, MA

Citizens Inout June 22, 2021

To President of the Fall River City Council, Cliff Ponte, the members of the Council, and City Clerk, Allison Bouchard

Let me just begin by sharing the sentiment of councilor Trott Lee regarding how we will miss Allison reading these citizen input letters. It's getting to the point where I am writing these now to take best advantage of her fine speaking voice. Could Meryl Streep perform a more dramatic reading or read the lines better. We will never know unless Meryl moves to Fall River and somehow supplants Allison. Until then we are all the worse for your non dramatic performance. God knows there is just an excess of drama watching the meetings but hope they reconsider and you can continue your fine readings/

To the tpics at hand and I offer two in my three minutes. First, my suggestion is while the city administrator position remains temporarily filled with Mr McCoy having given his commitment to return to the Fall River Housing Authority at a somewhat date certain, and after hearing Mrs Sahady enunciate the fact that she is the sole occupant in the CFO's office (no support staff as they have in New Bedford and no significant assistant) my suggestion is that while the city administrator's job remains somewhat open, now I would suggest is a good time to rework the job duties of the city administrator.

When Cathy Ann Viveiros stepped down following Mayor Coogan's victory in Nov 2019, the job of city adminidstrator was assigned to Mrs Sahady as was her performing her herculean task of getting Fall River through the confusing trails and federalhurdles in accessing all funds from the CARES Act, as well as serving as chairperson of the Fall River Housing Authority and her extensive duties as Chief Financial Office. I'm a bit worn out just typing this never mind her doing it! I say let Mrs Sahady weigh in on what duties the city administrator would have in his or her bucket, and look at this position as the best way to support Mrs sahady. With all that she has done over the last 16 months, and is now serving on the mayor's panel to advise on best and most practical use of the ARPA monies, why not give her an "assistant" that she can offload some of her duties. Fall River could not afford and can't lose someone like Mrs Sahady but burn out happens even to CPAs and juris doctorate holders. Accolades aren't really a substitute for sharing a burden for her doing two jobs plus. Afterall Mrs Sahady, your no spring chicken and this is like trying to be a spring chicken on steroids. She should have the absolute power to set out in the city administrator job how he/she could augment and support your role.

My second point is brief but it realates to points the CFO made about being creative in filling positions with understanding the budget constraints and I think this could work with Mrs Sahady's profession as a CPA. What about looking to have retired professionals like engineers volunteer their time with a salary being assigned to that position which they would "donate" to the city as a charitable contribution. Perhaps there are professionals, be they engineers or attorneys or even physicians that would like to stay active and a large charitable deduction might be an option which could offset taxes from their retirement income? But I don't think we can accept the status quo if we are looking to move ahead. I think status quo is Latin for "same ole same ole". Ideas and new ones are what's needed and we only need to look to New Bedfpord to see how their ideas were implement to address long term structural issues like rising power costs. Someone had that idea a few years ago and mayor Jon Mitchell listened and that saves millions over decades. Just as New Bedford once again is taking the lead on stabilizing

and giving relief to its residential taxpayers. I think my three minutes are up, but I tend to read fast, and thanks again Ms Bouchard for patiently and with style and professionalism giving it the ole Meryl Streep dramatic reading. If I were in the chamber I'd suggest "three cheers" for like Mrs Sahady, wearing many hats.

Edward Hodkinson
Fall River, MA
23 Le Baron Street

COMMITTEE ON FINANCE

MEETING: Tuesday, June 29, 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 Lalliberte-Lebeau, Trott Lee,
Christopher M. Peckham, Leo O. Pelletier and Linda M. Pereira

ABSENT: None

IN ATTENDANCE: Timothy P. McCoy, City Administrator
Alan J. Rumsey, Corporation Counsel
Attorney Lauren F. Goldberg, KP Law, P.C.
101 Arch Street, 12th Floor, Boston, MA 02110

The chair called the meeting to order at 5:31 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 could be submitted by email by Tuesday, June 29, 2021 at 3:00 p.m. to be read at the meeting.

1. Citizens' Input

The City Clerk read communications received from city residents, copies of which are attached hereto and made a part of these minutes.
David Oliveira, 210 Robeson Street – Disappointment with the Administration regarding the passing of the FY 2022 Municipal Budget
Patrick Higgins, 1197 Robeson Street – The passing of the FY 2022 Municipal Budget
CJ Ferry, 300 Buffinton Street – FY 2022 Municipal Budget concerns

President Ponte stated that he and the members of the City Council were made aware the evening of Sunday, June 27, 2021 that Mayor Paul E. Coogan had announced that the Fiscal Year 2022 Municipal Budget was adopted per § 6-4(b) of the City Charter. President Ponte stated that the Mayor indicated in his announcement that the City Council failed to act upon the proposed budget in an appropriate manner within 45 days of its receipt. President Ponte stated that he disagreed with the Mayor's actions and that the vote taken by the City Council to reject the FY 2022 Municipal Budget was an appropriate action. He further stated that Corporation Counsel provided a legal opinion regarding the interpretation of §6-4(b) of the City Charter and a contrasting opinion was provided by the City Council's legal counsel Attorney Lauren F. Goldberg of KP Law, P.C., copies of which are attached hereto and made a part of these minutes.

President Ponte stated that the Mayor did not submit a new or revised budget as was requested by the City Council.

Councilor Shawn E. Cadime stated that he agrees with the opinion rendered by Attorney Goldberg. He stated that in December the tax recap needs to be completed in order to certify the tax rate. Councilor Shawn E. Cadime explained that part of the tax recap is a certification of appropriation that requires approval from the City Council which was not received, and asked how the Administration plans on submitting the tax recap without certification. The City Administrator stated he was uncertain and would research the question and get back to the Council. Councilor Shawn E. Cadime stated that there will be ramifications without the vote on the appropriation and the tax recap cannot be certified and signed off by the Department of Revenue. He further stated that this will also delay the release of tax bills that are required to be sent by December 31, 2021, creating a cash flow issue.

The Council President stated he was told that on June 24, 2021 or June 25, 2021 it was brought to the Mayor's attention that the City Council took an improper vote or failed to act on the budget. He asked Corporation Counsel when he planned to notify City Council leadership in writing that the vote taken by the City Council was improper. Corporation Counsel stated that he was never asked for an opinion determining whether the vote was improper by the City Council. The Council President then asked Corporation Counsel if he was aware of the situation. Corporation Counsel stated he was made aware at some point, however he was not requested to render an opinion, but saw an issue arising and took it upon himself to provide an opinion to shed some clarity. He further stated that he sees issues in various departments but does not intervene or tell departments how to do their jobs unless he is requested to provide legal advice. The Council President expressed his frustration stating that Corporation Counsel is legal counsel to not just the Mayor but also represents the City Council and again asked if he was made aware on Thursday, June 24, 2021 or Friday, June 25, 2021 that the vote taken by the City Council on the FY 2022 Municipal Budget was improper, illegal, or considered to have not been acted upon at all, and at what point was Corporation Counsel going to inform the City Council. Corporation Counsel explained that he began his research on Friday and completed his opinion today. He then asked the President Ponte if he had requested an opinion from him. The Council President stated he did not request an opinion from Corporation Counsel. Corporation Counsel then asked if the Council President requested an opinion from KP Law, P.C. prior to requesting an opinion from Corporation Counsel. President Ponte stated that KP Law P.C. represents the City Council, to which Corporation Counsel stated that they are advisory to the City Council.

Councilor Pam Laliberte-Lebeau took the podium at 5:47 p.m. to allow President Cliff Ponte to ask questions.

President Ponte expressed his frustration with the manner in which the budget is being enforced. Corporation Counsel reminded President Ponte that five years prior when the Council President served on the City Council, a vote was taken to reject the budget in its entirety and the City Council was informed that a rejection of the budget was merely symbolic. President Ponte responded that the Corporation Counsel at that time informed the City Council and provided guidance as to what proper procedures could be taken.

Councilor Shawn E. Cadime stated that according to MGL Ch.44 Sec. 32 the City Council may by majority vote make appropriations for the purpose recommended and may reduce or reject any amount recommended in the annual budget. He further stated that he does not agree that the rejection of a budget is nothing more than ceremonial and questioned if Massachusetts General Law is being ignored.

Corporation Counsel stated that the City Charter supersedes Massachusetts General Law. He explained that the preparation of the budget is an executive function and sited § 6-4(b) of the City Charter, which states that the City Council shall adopt a proposed operating budget, which may have amendments, within 45 days following the date the proposed budget is filed with the City Clerk. He stated that the City Council can delete or decrease amounts except expenditures required by law but it does not give the City Council unlimited power. Corporation Counsel stated that there is a 45 day timeframe where the City Council has the power to decrease areas of the budget that they feel necessary. He further stated that when the City Council sends a budget back to the Mayor requesting him to reduce his own budget, it is as if the City Council is giving up its power to delete or decrease. Corporation Counsel further stated that according to the City Charter it does not state that the Mayor will approve the budget after 45 days, but rather the budget is approved after 45 days without any action of the City Council.

Attorney Lauren Goldberg gave a brief explanation of the opinion she provided to the City Council regarding the adoption of the FY 2022 Municipal Budget. Attorney Goldberg stated that the Department of Revenue's (DOR) position is general in nature and that the City Charter can take precedence over an inconsistent state law. However, in her view the law is not inconsistent, and the City Council has no limitation in terms of what they can do to reject particular items or all of the items in the budget. Attorney Goldberg stated that in her opinion, a one-twelfth budget would be the best solution to the current situation until the Mayor and the City Council can work together to get a complete, agreed upon budget. President Ponte asked Corporation Counsel if the Mayor would be submitting a new budget in the spirit of cooperation. Corporation Counsel stated that he is in agreement with Attorney Goldberg that the Mayor and the City Council need to work cooperatively. He stated that his job is to interpret the law and it is clear that the language in the City Charter states the budget shall be passed within 45 days. He further stated that in an email from five years ago, prior to the revisions of the City Charter, the City Council was informed that the budget could not be rejected as a whole, and the Department of Local Services states that the City Council cannot vote to reject the total proposed budget or reduce it by a specific percentage or amount. Corporation Counsel again stated that he understands the City Council's frustration but the law dictates that after 45 days the budget is approved and goes into effect. Attorney Goldberg stated that the DOR provides advice based on MGL Chap. 44 Sec. 32. She explained that the law requires that a budget be in place on July 1st and the City Council, after going through each line and department, voted to reject the budget. She further stated that if specific language was not used, that is a matter of semantics and does not feel that the law is so strict that it prevents the Mayor and the City Council from working together to pass a mutually agreed upon budget. Council President again stated, putting aside the interpretations of the law that has been provided, he asked the City Administrator if the Administration would submit a revised budget to the City Council to be acted upon in the spirit of cooperation. The City Administrator stated that it is very ambiguous of the City Council to reject the budget as a whole and not provide guidance as to what areas they would like reduced. The City Administrator stated that the 45 day rule also applies to the Mayor and the Mayor is willing to speak with every City Councilor to discuss ARPA Funds and city services that have specific needs or deficiencies.

Councilor Shawn E. Cadime stated that the Administration has violated MGL Ch.44 Sec. 31, MGL 150E Sec. B and Sec. 6-7 of the City Charter. Councilor Shawn E. Cadime stated that Section 6-7 of the City Charter says: ***Except as otherwise provided by law, no official of the City of Fall River shall knowingly or intentionally expend in a fiscal year sums in excess of the appropriations, awards, grants or gifts duly made in accordance with law or involve the City in any contract for the future payment of money in excess of these appropriations, awards, grants or gifts. It is the intention of this section that section 31 of chapter 44 of the General Laws shall be strictly enforced. Any official who***

violates this section shall be personally liable to the City for any amounts so expended to the extent that the City does not recover these amounts from the person to whom the sums were paid.
Councilor Bradford L. Kilby asked what this was in reference to. Councilor Pam Lalliberte-Lebeau stated that Councilor Shawn E. Cadime was referencing if the law applied to the Director of Financial Services when budget line items were overridden to pay for salary overtime. President Ponte stated that many of his colleagues articulated their concerns to the Administration and their requests are ignored. He then again requested that the Administration present a budget to the City Council that can be voted on instead of governing by ambush.

Councilor Trott Lee stated that there seems to be a flaw in the City Charter with the use of the word "shall" when adopting the budget. He questioned what would prevent a Mayor from waiting out the 45 days and the budget going into effect? The City Administrator stated taking proper votes to decrease specific line items. Councilor Trott Lee then stated that it was disingenuous to claim that the City Council rejected the budget without making suggestions to amend it. He then asked if the proposed water and sewer rate increases, which have not been passed through ordinance, would be removed from the budget. Corporation Counsel stated he was not certain and would get back to the Council. The City Administrator then stated that the vote to reject the budget or decrease any specific line items were done during the Committee on Finance and never voted on in a meeting of the full Council.

Councilor Linda M. Pereira stated that both Corporation Counsel and Attorney Goldberg were in agreement that the City Charter supersedes Massachusetts General Law. She stated that the only way to come to a proper decision would be to go to court, however she does not want to see that happen. She stated that the language in the City Charter is the problem. Corporation Counsel stated that the language in the Charter is stronger by using "shall" than "may" which is used in MGL, and that a vote to reduce an entire budget is ineffective. He further stated that his position is to represent the City as a whole and takes offense to statements implying that he is conspiring with the Mayor. Corporation Counsel yet further stated that interpretation of the City Charter is under his purview as Attorney Goldberg is not the Corporation Counsel and takes offense that the City Council did not come to him for an opinion. Councilor Linda M. Pereira asked who requested the legal opinion from Attorney Goldberg. President Ponte said he, along with Vice President Laliberte-Lebeau, requested the opinion from Attorney Goldberg. Councilor Shawn E. Cadime stated that a vote was taken by the City Council to give the President and Vice President the authority to seek an opinion from KP Law, P.C. when deemed necessary.

Council President called for a five minute recess at 6:55 p.m. for the City Clerk to retrieve the policy on the use of the City Council Attorney. The Council President reconvened the meeting at 6:55 p.m.

Councilor Pam Laliberte-Lebeau stated that the water and sewer rates, salary schedule and ARPA Funds were all in the proposed budget, but have not been approved by the City Council. She further expressed her frustration with the manner in which the Mayor is passing the budget and feels the budget is not balanced. She suggested that the Mayor resubmit a budget and hold an emergency meeting on June 30, 2021 to allow the City Council to vote on the budget.

Councilor Christopher M. Peckham stated he had questioned what the $100,000.00 in the proposed Facilities Maintenance budget was to be used for and the Administration has yet to meet with the Director of Facilities Maintenance to provide an answer. Councilor Christopher M. Peckham stated that the taxpayers deserve to know where all funds are being spent.

Councilor Michelle M. Dionne stated that the budget is not sustainable. She stated that the revenue is less than the expenditures and is only balanced by using one time funds and ARPA money. She further stated that there is a lack of equity with some of the proposed salary increases and is not in agreement with them. Councilor Michelle M. Dionne stated that throughout the budget meetings she stated these reasons and pointed out specific line items as grounds for her rejection of the FY 2022 Municipal Budget. The City Administrator stated a rejection of the entire budget is ambiguous and there was no specificity in the motion to reject it. Councilor Michelle M. Dionne then asked if the budget would be legitimate if elements of the budget violate city ordinance. She stated that salary increases and water and sewer rates have not been approved through ordinance but those increases are reflected in the budget.

Councilor Shawn E. Cadime stated that ordinances are being violated by the Administration and are only followed when it is convenient. Councilor Shawn E. Cadime stated that the use of one time money creates a structural deficit in the budget. He stated that there is $4.5 million dollars of ARPA money used in the budget that the City Council has not voted to approve. He then asked the Administration what categories in the budget are required to be funded. The City Administrator stated salaries, contractual obligations, school department and some debt obligations would be considered required categories. Councilor Shawn E. Cadime then asked the City Administrator to provide a complete list of required expenses to be funded.

Councilor Trott Lee stated that the action taken by the Mayor to not send department heads down to discuss the budget with the City Council sends a message that he is not willing to work with the Council and his budget is being enforced. He further stated that the City Council needs some clarity as to what can be enacted in the budget if water and sewer rates, salary increases and ARPA funds have not been approved, and what adjustments need to be made. Councilor Pam Laliberte-Lebeau stated after speaking with the Mayor he informed her that the water and sewer rates will remain the same until the new rates are passed and the salary increases cannot be enacted until they go through ordinance. She further stated that she discussed the use of ARPA funds with the Mayor and was told that he will follow the law as far as who can approve the spending of ARPA funding. Councilor Pam Laliberte-Lebeau then stated that she is of the opinion that the law states that the Mayor along with the City Council must approve the use of funding and feels that the ARPA funds should not be in the FY 2022 budget without the approval of the City Council and should be removed.

Councilor Christopher M. Peckham asked the City Administrator if a month to month budget was an option. The City Administrator stated that pursuant to the City Charter the 45 day rule was enacted. Councilor Christopher M. Peckham stated that the 45th day was Friday, June 25, 2021, the City Council met on Tuesday June 23, 2021. He stated there was time where the Mayor could have reached out to the City Council President and informed him that the 45 days were approaching and ask to work together to pass the budget. Corporation Counsel stated that it is his opinion that a month to month budget would not be an option. He stated that to go to a month to month budget there would need to be circumstances beyond the control of the City, as occurred with the FY 2021 Municipal Budget due to the Covid-19 pandemic. He further stated that it would be very unlikely that DOR would constitute granting a month to month budget given that the budget was submitted within the 45 days. Councilor Michelle M. Dionne stated there is inadequate funding in the budget, and that Councilor Shawn E. Cadime noted that there is an appropriation in the budget that requires a two-thirds vote of the City Council that has not occurred and not following city ordinances regarding salary increases may constitute as an emergency. The City Administrator stated that he feels that DOR would not consider the lack of a vote to be an emergency and grounds for a month to month budget. He further stated that the FY 2022 Municipal Budget that was presented to the City Council is a balanced budget.

Councilor Shawn E. Cadime stated that the budget includes $1.7 million dollars from the stabilization account that was not approved by the City Council. He further stated that the assumption was made when the budget was prepared that the City Council would approve the appropriation, which has not occurred, therefore creating an unbalanced budget with a deficit. A motion was made by Councilor Pam Laliberte-Lebeau and seconded by Councilor Michelle M. Dionne, for the Council President to call an emergency meeting on Wednesday, June 30, 2021 inviting the Mayor and Director of Financial Services, and further requested the Mayor resubmit a budget to the City Council for discussion to reduce, delete or approve. Attorney Goldberg suggested that the motion also include a request to the Mayor to prepare a month to month budget in the event that the City Council was unable to vote on the resubmitted budget. On a subsequent motion made by Councilor Shawn E. Cadime and seconded by Councilor Christopher M. Peckham, it was voted 9 yeas, to amend the motion to include that the Mayor submit a month to month budget. President Ponte stated that if the Mayor does not resubmit a budget by 2:00 p.m. tomorrow the emergency meeting will be canceled. On a further motion made by Councilor Shawn E. Cadime and seconded by Councilor Michelle M. Dionne, it was voted 9 yeas, to adopt the motion as amended for the Council President to call an emergency meeting on Wednesday, June 30, 2021 inviting the Mayor and Director of Financial Services, and further request that the Mayor resubmit a budget to the City Council for discussion to reduce, delete or approve, or that the Mayor submit a month to month budget. A copy of the letter to the Mayor with this request is attached hereto and made a part of these minutes. Councilor Michelle M. Dionne asked Attorney Goldberg what steps would be necessary if the City Council chose to take legal action. Attorney Goldberg stated that in order for the City Council to enjoin the Mayor from moving forward with the budget, the City Council would need to file a complaint as well as a request for a preliminary injunction and short order of notice to get into court as soon as possible. She stated that a significant amount of work would need to be done if the Council chooses to explore this option and a vote would need to be taken to allow the Council President or Vice President to pursue legal action. Corporation Counsel stated that he understands the City Council is extremely frustrated but feels he has provided them with extensive research regarding the 45 day rule and would not encourage any type of litigation as it would be a waste of resources.

Councilor Trott Lee stated that he is not in support of seeking legal action because of the expenditure. President Ponte stated that he is not comfortable seeking litigation without full support of the City Council. He stated that he will speak to Attorney Goldberg as to what the costs would be if they were to pursue litigation and hold a meeting in executive session to discuss her thoughts and strategies with respect to such. Councilor Pam Laliberte-Lebeau stated that an estimate of the cost to litigate should be the first step in determining whether they should move forward. Corporation Counsel stated that he would like to remind the City Council of Sec.2-527 of the Code of Fall River regarding the initiation of suits or proceedings; the defense of suits or actions involving the City or City officers. ***The Corporation Counsel shall institute any suit or proceeding in behalf of the City which he shall deem the interest of the City requires, and shall appear as counsel in all suits, actions or prosecutions which may involve the rights or interests of the City, and defend the officers of the City in suits against them for their official actions, or for the performance of their official duties, or when any estate, right, privilege, interest, ordinance, act or direction of the City is brought in question. He may take such steps and incur such expenses for the carrying out of his duties as he deems necessary.***

Councilor Shawn E. Cadime stated that the Administration is selective as to when it wants to follow the City Charter. He stated that there are many examples of case law where City Councils go against their administration. Attorney Goldberg stated that there are many cases but hopes that the Mayor and City Council can come to an agreement to work together on the passing of the

budget. She further stated that if the Mayor chooses to take the position to pass the budget after 45 days he could also make take the position to submit a month to month budget. Councilor Shawn E. Cadime stated that this is not the first time that the Mayor has circumvented the City Council, that the Charter has not been followed, that ordinances have been ignored or that Massachusetts General Law has been violated. He feels that the City Council should stand united. He stated that if there is not going to be any cooperation by the Administration then a message needs to be sent by shutting down government. Councilor Shawn E. Cadime further stated that a two thirds vote of the City Council is still required to appropriate money from the stabilization account and the passing of the ordinances to approve the water and sewer rates. Councilor Shawn E. Cadime stated that effects will be detrimental on the Division of Community Utilities and on the taxpayer.

President Ponte asked Attorney Goldberg if there was a timeframe in which to begin legal proceedings. Attorney Goldberg stated that the budget will go into effect at 12:00 a.m. on July 1, 2021 so the Council would want to file as soon as possible after that. Corporation Counsel then advised the City Council that if they decided to sue the City despite his recommendation not to, he suggested they get advice from Attorney Goldberg if it would be her recommendation to initiate a lawsuit against the City. Councilor Pam Laliberte-Lebeau stated that they are not taking a vote to file a law suit. President Ponte stated that he would not like to go that route and requested that the City Administrator and Corporation Counsel urge the Mayor to work cooperatively with the City Council and resubmit a budget by 2:00 p.m. tomorrow so that it can be voted on. Corporation Counsel stated that he will not get involved because it is his role to give legal advice not political advice. On a motion made by Councilor Shawn E. Cadime and seconded by Councilor Christopher M. Peckham, it was voted 5 yeas, 4 nays, that with a lack of response from the Mayor, the City Council President and Vice President were authorized to engage in the services of KP Law, PC to explore litigation with respect to the adoption of the FY 2022 Municipal Budget, with Councilors Bradford L. Kilby, Trott Lee, Leo O. Pelletier and Linda M. Pereira voting in the negative.

Citizens' Input Time – After Discussion of Financial Matters:
None

On a motion made by Councilor Christopher M. Peckham and seconded by Councilor Trott Lee, it was unanimously voted to adjourn at 8:31 p.m.

List of documents and other exhibits used during the meeting:
Citizens' Input Communications
Corporation Counsel's legal opinion
KP Law, P.C.'s legal opinion
Letter to the Mayor requesting to resubmit FY 2022 Municipal Budget and scheduling of an Emergency Meeting on June 30, 2021
Agenda packet (attached)
DVD of meeting

Cathy A. Howard
Assistant Clerk of Committees

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JUNE 29, 2021

COMMUNICATIONS

SUBMITTED

FOR

CITIZENS' INPUT

48

[EXTERNAL]

RECEIVED
2021 JUN 29 A 9:48
CITY CLERK
FALL RIVER, MA

acwdave <acwdave@aol.com>

Mon 6/28/2021 5:00 PM

To:City Council <City_Council@fallriverma.org>;

President Ponte Vice President Lalliberte an members of the council

I don't know where to start. First off Mary Sahady an Paul Coogan both need to resign TONIGHT. Stop stealing one more paycheck from the tax payers. I don't understand A CFO of a city is getting overpaid comes to a fiance meeting and cant get request back in time to the council or hear "I don't know I'll have to get back to you" on budget issues right there shows she's never prepared an don't know her job. I can't believe im going to say this but Coogan is making Jasiel a saint right now. This council needs to take action an put a no confidence in Coogan. I don't know who put this budget together but it def sounds like a bunch of uneducated monkies if you ask me. I had my problems with seat 6 but tonight I am going to applaud him on is tone of frustration to Mary sahady last week. God I wish she would just go away. But I still hope we move on them public safety meeting which I know you will. But in closing Paul Coogan played his voters like fools. An what you get out of it ?A Covid mayor who didn't do nothing for this city. Councilors well accept two come to mind who baby this guy needs to take action:. thank you
Dave Oliveira

Sent from my T-Mobile 4G LTE Device

Sections eliminated per AC Pina

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To: Fall River City council

From: Patrick Higgins

RE: Citizens Input June 29, 2021

RECEIVED

2021 JUN 29 P 12: 19

CITY CLERK
FALL RIVER, MA

While I appreciate the fact that y'all contacted KP Law for a written opinion on the budget situation, what I do not appreciate and do not understand, is why my tax dollars are used for a legal opinion, and you ignore their recommendation.

In the legal opinion, Attorney Goldberg states:

"For those reasons, I suggest that the Council consider the following. First, add to the posting (posted agenda) for tomorrow night an item to request that the Mayor submit a month-to-month appropriation budget for the months of July, and then August. Second, to add to the agenda for tomorrow night an item to discuss any submission by the Mayor of items that are required by law to be expended. Finally, I would post a meeting for June 30 2021 with those same items to allow for the potential for budget negotiations over the next few days.

Since no meeting was posted for June 30, 2021, that deadline has passed (due to the 48-hour requirements for posting meetings) and I hope y'all have some rabbit in your hats to get a budget passed tonight. Otherwise, you do not have the ability to hold a meeting prior to midnight on June 30th for either passing a budget for the fiscal year starting Thursday, or a 1/12 budget. And for those of you on the council who think that not having a budget is an "emergency" and you can call an "emergency" meeting, "your failure to plan is not my emergency". Lack of planning to pass a budget prior to the beginning of a fiscal year is NOT AN EMERGENCY.

Address
1197 Robeson Street
Fall River, MA 02720

CJ FERRY, R.N., PHN

48

RECEIVED

2021 JUN 29 P 2:32

CITY CLERK
FALL RIVER, MA

June 29, 2021

Fall River City Council
One Government Center
Fall River MA 02722

Re: Citizen's Input

Council President, members of the City Council:

I am appalled at the recent press release of the mayor. This press release shows the dictatorial manner in which this administration wishes to govern the people and City of Fall River. Shawn Cadime stated at a previous city council meeting that he wanted to know when he could regain his authority as a City Councilor, the role in which he was elected. Obviously, under this administration, the City Council is nothing more than a gadfly and just a nuisance to the plans and promises of the administration and his political supporters, so Councilor Cadime, I guess with the Coogan Administration you shall never regain your authority.

It concerns me that the budget has numerous areas where unaccounted money is appropriated for other personnel services which allow those departments to spend money without the consent of the city council and the mere fact that the administration could not answer to here $100,000 was going when addressing Buildings shows the ineffective, incompetence of the person or persons who have and are preparing this budget. $100,000 here and $100,000 there may not seem too important to many people, but when you consider that $100,000 is equal to almost 8 salaries for those under the poverty level in Fall River and that $100,000 increases my taxes more for incompetence.

Finally, while a snap back decision to never approve another item sent down to the council from the administration may appear adequate retribution, it is not in the best interest of the people of Fall River and I would expect more professionalism from this council than that which is demonstrated by the mayor and his administration. I have read Attorney Rumsey's opinion and while it makes some interesting points, I know wish to suggest the City Council file immediate action for an injunction to prohibit the mayor from enacting his budget and the people will see what a dictator does and is like.

300 BUFFINTON STREET • FALL RIVER, MASSACHUSETTS • 02721-3942
PHONE: 508 – 646 - 9026 • CJ.FERRY@COMCAST.NET

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City of Fall River Massachusetts
Office of the City Clerk

ALISON M. BOUCHARD
CITY CLERK

INÊS LEITE
ASSISTANT CITY CLERK

June 29, 2021

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

Dear Mr. Mayor:

At a meeting of the City Council Committee on Finance held this evening, a motion was made, seconded and adopted (9 yeas), to formally request that a budget be resubmitted to the City Council to be reduced, deleted or approved. That motion was subsequently amended (9 yeas) to respectfully request that as an alternative, a month-to-month budget be submitted.

The original motion urged the City Council President to schedule an Emergency Meeting of the City Council to be held tomorrow, June 30, 2021, in which you and the Director of Financial Services are invited to attend.

Please respond to this request by 2:00 pm tomorrow (June 30th) to advise whether you will consider the Council's request.

Thank you in advance for your consideration.

Sincerely,

Alison M. Bouchard

Alison M. Bouchard
City Clerk

One Government Center • Fall River, MA 02722
TEL 508-324-2220 • FAX 508-324-2211 • EMAIL city_clerks@fallriverma.org

City of Fall River

Office of the Corporation Counsel

48

PAUL E. COOGAN
Mayor

RECEIVED
2021 JUN 29 P 12: 02
CITY CLERK
FALL RIVER, MA

ALAN J. RUMSEY
Corporation Counsel

GARY P. HOWAYECK
Assistant Corporation Counsel

SETH THOMAS AITKEN
Assistant Corporation Counsel

29 June 2021

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

Re: Legal Opinion – Interpretation of § 6-4(b) of the Home Rule Charter

Honorable Members of the City Council:

Please accept the following legal opinion regarding the proper interpretation of § 6-4(b) of the City of Fall River Home Rule Charter:

I. ISSUE:

What is the legal effect, if any, of a valid vote of the city's council to reject, in its entirety, the proposed municipal budget.

II. OPINION:

Pursuant to § 6-4(b) of the Charter of the City of Fall River, a city council's vote to completely reject the proposed municipal budget is ineffective, and cannot be subsequently converted into a purported line-by-line vote to reduce all expenditures except those required by law.

III. LAW:

§ 6-4(b) of the City of Fall River Home Rule Charter state as follows:

> Adoption of the Budget - The city council shall adopt the proposed operating budget, which may have amendments, within 45 days following the date the proposed budget is filed with the city clerk. In amending the proposed operating budget, the city council may delete or decrease amounts except expenditures required by law; provided, however, that except on the recommendation of the mayor, the city council shall not increase any item in, or the total of, the proposed operating budget unless otherwise authorized by the General Laws. If the city council fails to take action on an item in the proposed operating budget within 45 days after its receipt, that amount shall, without any action by the city council, become a part of the appropriations for the year and be available for the purposes specified.

IV. DISCUSSION:

§ 6-4 of the Charter clearly states that, "The city council **shall adopt** the proposed operating budget, which may have amendments, within 45 days following the date the proposed budget is filed with the city clerk." As such, the city council has 45 days from receipt of the annual budget to act on each and every amount recommended by the mayor. If the council has not acted on any recommended amount within that 45-day period, then that amount becomes part of the appropriations for the year without any further action of the city council[1].

Any vote purporting to reject the entire proposed budget is a nullity. The City is legally required to pay for certain annual expenditures, which necessitates the availability of a budget being passed. The city council cannot choose to have no budget whatsoever.

The city council may, of course, delete or decrease expenditures that are not required by law but, in order to do so, the council must vote to reduce specific line-items by specific dollar amounts. Without that required specificity in individual line-items, the city council's reduction of the budget would be ambiguous, and the city auditor would have no basis for deciding which line-items were intended to be reduced.

V. CONCLUSION:

§ 6-4(b) of the City of Fall River Home Rule Charter requires the city council to adopt the proposed operating budget within 45 days following the date the proposed budget is filed with the city clerk. If the City has not already incurred the expenditure/financial obligation, the council may vote to reduce specific line-items by specific dollar amounts. However, a proposed budget must be adopted within the 45 days and, as such, any line-item that was not validly deleted or decreased within this 45-day period shall, without any action by the council, become a part of the appropriations for the year.

Very truly yours,

Alan J. Rumsey, Esq.
Corporation Counsel

cc: Alison Bouchard
Mary Sahady

[1] Based on correspondence from the City Clerk dated June 24, 2021, it appears that the rejection of the proposed municipal budget occurred in the Committee on Finance, rather than in City Council. Although the Committee on Finance is a committee of the whole, it is still necessary for a matter to be referred to the body acting in City Council for final action to be taken. See New Cushing's Manual of Parliamentary Law and Practice, § 254.

City of Fall River
Massachusetts
City Council

CLIFF PONTE
President
City Council

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FOR IMMEDIATE RELEASE
June 28, 2021

For more information contact:
City Council Office (508-324-2233)

OFFICIAL STATEMENT REGARDING FY2022 MUNICIPAL BUDGET

FALL RIVER, MA – City Council President Cliff Ponte and Vice President Pam Laliberte have issued the following statement:

Throughout the budget process, the City Council has acted in a positive and cooperative manner with the administration to achieve a fair and equitable budget for Fall River's citizens.

The City Council received the budget on May 11. We were required by City Charter to advertise a public hearing for fourteen days. The Public Hearing were scheduled per City Charter, and the Council President released a full schedule of meetings on May 28, 2021. Meetings to deliberate the budget were scheduled on June 8, June 15, June 16, June 22 and June 29.

Therefore, we were very surprised by the Mayor's statement, issued Sunday at 6:15 PM, that a budget had been adopted. In fact, the budget has been rejected on June 22, 2021. (See attached roll call vote.)

Based on the opinion of KP Law the, City Council has acted legally and appropriately and the Mayor is in error. (Attached is a copy of their opinion.)

In order to appropriately serve all of the people of the City, the City Council will continue to consider the budget on June 29, and June 30 if necessary.

It is unfortunate that the Mayor has chosen to act unilaterally and precipitously. No good purpose is served by "government by ambush". Simple notice to the Council by appropriate officials of the Mayor's view would have been a minimal and expected courtesy.

One Government Center • Fall River, MA 02722
TEL (508) 324-2233 • FAX (508) 324-2234 • EMAIL city_council@fallriverma.org

Nevertheless, the City Council will continue to exercise its duties and responsibilities in a mature and positive fashion for the benefit of all of our citizens.

The agenda for the Fall River City Council Meeting scheduled for June 29 will be amended to include the Mayor's communication received on June 28, 2021. In addition, the City Council will be prepared to continue budget deliberations as previously scheduled.

The budget is $331,680,703 and should not be taken lightly, nor should it be considered adopted absent the spirit of cooperation and formal communication of both the executive and legislative branches and without a formal vote of the City Council.

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CITY COUNCIL ROLL CALL 2021

6-22-21

FY22 Municipal Budget

Motion: to reject

	YES	NO	
CADIME	✓		
DIONNE	✓		
KILBY	absent		
LALIBERTE-LEBEAU	✓		
LEE	✓		
PECKHAM	✓		
PELLETIER		✓	
PEREIRA		✓	
PRESIDENT PONTE	✓		

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KP | LAW
The Leader in Public Sector Law

T: 617.556.0007 F: 617.654.1735
101 Arch Street, 12th Floor, Boston, MA 02110

To: Hon. Council President Cliff Ponte and Members of the City Council *(By Electronic Mail Only)*

CC: City Council Clerk

FROM: Lauren F. Goldberg, Esq.

RE: Legal Effect of Vote on Operating Budget

DATE: June 28, 2021

Question Presented

You have requested an opinion as to the legal effect of the City Council's vote to reject the FY22 municipal operating budget, as recommended by the Mayor. Specifically, you have inquired whether the City Council has authority to reject the budget as proposed in one vote, as it did on June 22, 2021, or must, instead, vote to reject individual line items, and, therefore, that as the Mayor argues, the entire budget was constructively approved when the City Council did not vote to directly address specific particular line items within the requisite 45 days.

Short Answer

In my opinion, the City Council has authority to reject the entire city budget, except those expenditures required by law. City Charter, §6-4; G.L. c. 44, §32. In my view, then, the City Council acted on the budget within 45 days, and the Mayor must present a revised recommended budget to the City Council by June 30, 2021, or else invoke the continuing 1/12th budget for the month of July until such time as the full operating budget is approved by the City Council.

Detailed Analysis

I. Applicable Provisions of Law for the City Budget

General Laws c. 44, §32 governs the procedure for approval, rejection, or alteration of a city budget. It provides, in pertinent part, that "the mayor shall submit to the city council the annual budget which shall be a statement of the amounts recommended by him for proposed expenditures of the city for the next fiscal year." Id. "The city council may by majority vote make appropriations for the purposes recommended and may reduce or reject any amount recommended in the annual budget." Id. (emphasis added). "If the council fails to take action with respect to any amount recommended in the annual budget, either by approving, reducing or rejecting the same, within forty-five days after the receipt of the budget, such amount shall without any action by the council become a part of the appropriations for the year, and be available for the purposes specified." Id.

The City's Charter similarly provides that "[t]he city council shall adopt the proposed operating budget, which may have amendments, within 45 days following the date the proposed budget is filed with the city clerk." Section 6-4 of the City Charter. "In amending the proposed operating budget, the city council may delete or decrease amounts except expenditures required by law." Id. (emphasis added). "If the city council fails to take action on an item in the proposed operating budget within 45 days after its receipt, that amount shall, without any action by the city council, become a part of the appropriations for the year and be available for the purposes specified." Id.

II. Current Factual Circumstances

In this case, I understand that the proposed FY2022 budget was submitted on May 11, 2021; the budget did not contain any indicators as to what was and what was not "required by law." The City Council voted within 45 days of the submission of the budget to reject the entire proposed budget. I have been asked to evaluate whether the Council had authority to do so in a single vote, as it has been done in the past and in the manner in which it often approves all of the line items of the budget, or whether such action would constitute a "failure" to take action within the requisite 45 days, resulting in a constructively-approved budget.

In my opinion, in accordance with state law, the City's entire operating budget may be rejected by the City Council, and therefore, the City Council has fulfilled its duty to "act" on the budget within 45 days of its being presented. Indeed, this conclusion comports with the Supreme Judicial Court's holding in Superintendent of Schools of Leominster v. Mayor of Leominster, 386 Mass. 114 (1982), in which the Court evaluated whether a mayor could refuse to include a school committee's budget proposal in his recommendations to the city council. In concluding that the mayor could present an independent, reduced school budget recommendation to the council as part of the City's operating budget, the Court observed that, under G.L. c. 44, §32, "[t]he city council may reject the entire city budget or portions of it and recommend to the mayor that more money be budgeted for the schools and, consequently, less for other municipal departments." Id. at 118, n.12 (emphasis added).

Therefore, in my opinion, the courts have already concluded that the statute confers authority upon the City Council to "reject the entire city budget," as was done here, or to reject only portions of it. Id. In my opinion, therefore, the City Council did take action on the proposed budget within 45 days of its submittal, and the Mayor must now present a revised budget to the City Council by June 30, 2021 or else invoke the month-to-month or 1/12th continuing appropriation if the total budget is not approved by that date. See G.L. c. 44, §32.

This conclusion is consistent with the plain statutory language that authorizes the Council to "reject any amount recommended in the annual budget," which would include the entire amount of the budget or just particular amounts recommended in the budget. G.L. c. 44, §32. See, e.g., Hellalta v. Zoning Bd. of Appeals of Brookline, 481 Mass. 372, 378 (2019) (when interpreting statute or local law, courts must "ascertain and effectuate legislative intent, as expressed in the statutory language"). It is also consistent with the legislative prerogative of the City Council, which is to appropriate the funds for City operations. See Flood v. Hodges, 231 Mass. 232, 236 (1918) (outlining statutory intent of budget process); Entergy Nuclear Generation Co. v. Dep't of Env't Protection, 459 Mass. 319, 329 (2011) (courts give every word in a statute

meaning, and may not interpret a statute "so as to render any part of it superfluous or ineffective"). Finally, this effectuates the underlying purpose of the statute and of the City Charter, which is to encourage the City Council to make decisions as to sound fiscal policy, provide checks and balances on executive branch spending, and avoid which exceeds a city's income. Flood, supra.

In fact, that is exactly the concern of the City Council here. The Council explained during its many meetings on the proposed budget that it has a significant concern that the budget, as proposed, will use a one-time funding source to pay salary increases (which have not yet been approved by the Council), leading to a structural deficit for next year's budget. More specifically, the Council's publically-stated concerns prior to its rejection vote included, for example: stabilization funds and Esser II funds being used as a one-time funding source that will create a structural deficit; increased water and sewer rates that were not passed by Ordinance; funding for "other personnel costs" to fund salary increases that were not passed by Ordinance; $100,000 for "office space upgrades" that went unexplained; and the general use of $4.5 million in funding under the American Rescue Plan Act that had not been approved by the Council.

III. Constructive Approval of Appropriations Required By Law

Note further, however, that the Charter does impose a limitation on the exercise of the City Council's discretion in "rejecting" the entire budget, stating that the Council may not reject or reduce the budgetary recommendations for "expenditures required by law." See City Charter, §6-4. Such expenditures were not identified in the budget sent to the City Council. The Mayor's interpretation of this requirement, i.e., that the City Council's vote to reject the entire budget is an illegal vote because of this issue, is misinformed, in my opinion. Reading such provision broadly as the Mayor suggests broadly would eliminate the City Council's important role as the City's Legislative Body. Such expenditures required by law may include, in my opinion, the minimum local contribution necessary to fund public schools,[1] the payment of health insurance and retirement benefits to employees, debt service payments for previously authorized debt, and it could be argued further that it would include salaries and benefits provided to union employees in accord with an existing agreement. It would not, in my further opinion, however, include appropriations for additional union salaries and costs not yet approved by the legislative body. See, e.g., G.L. c.150E, §7(b) ("If the appropriate legislative body duly rejects the request for an appropriation necessary to fund the cost items, such cost items shall be returned to the parties for further bargaining ...").

IV. Next Steps

Notably, the legal arguments advanced in Superintendent of Schools of Leominster v. Mayor of Leominster, 386 Mass. 114 (1982) did not address the circumstances under which a rejected or reduced budget would not be "sufficient to meet the legal obligations imposed by [statute]," as may be the case here. Therefore, in my opinion, it falls upon the Mayor, working with the City Council to move things forward expeditiously, to analyze and identify those

[1] What may be considered mandatory expenditures for a school, as set forth in G.L. c. 71, § 34, are outlined by the Court in Bell v. Town of North Reading, 363 Mass. 505, 512 (1973) and its progeny.

expenditures that are required "by law" under the General or Special Laws, or the City's Charter or Ordinances, and what these minimum contributions would be. Accord Pirrone v. Boston, 364 Mass. 403, 411 (1973), where the Court stated, "[i]t is certainly neither impermissible nor unusual for the Legislature to impose responsibilities on public officials who do not have complete authority to decide how much money will be provided them in order to fulfil those responsibilities."

Where it is the goal of G.L. c.44, §32 to ensure that a budget is in place by the end of June 30, however, and where there is time for the Council to post a meeting for that day, in my opinion, the Council should post a meeting to act on a revised budget. In my further opinion, the Mayor could submit a revised annual budget for the Council's action, taking into account the concerns raised by the Council at its June 22, 2021 meeting or at previous meetings, or present the Council with a 1/12th budget for at least the month of July. It is clear, based upon the number of meetings held by the Council that it has moved forward at an expeditious rate, consistent with its obligations under the Charter, to take formal action on the budget. The Council's June 22, 2021 decision to reject the entire budget, with the caveat as to those amounts required to be paid "by law" (the scope of which is addressed above), left the Mayor with eight days to present a revised budget for the Council's consideration. That did not occur, and has not occurred, to my knowledge. By contrast, the Mayor's office released a press release over the weekend indicating that the FY2022 operating budget is in full effect.

Conclusion

In sum, it is my opinion that the City Council acted within its authority to reject the entire city budget, within the requisite 45 days of receipt of the budget, excepting those minimum expenditures required by law. Because the Charter mandates that any expenditures required by law may not be decreased by the City Counsel, the Council must be informed as to what such expenditures are.

As such, it is my further opinion that in accord with the provisions of G.L. c.40, §32, the Mayor must present a revised recommended budget to the City Council by June 30, 2021. If the revised budget is not approved or amended by the City Council by June 30, it is my opinion that the City must utilize the procedures to adopt a 1/12th operating budget for the month of July and until such time as the full operating budget may be approved.

Importantly, I note that the Council took the vote at issue on June 22, 2021. If the executive branch had questions about the efficacy of the vote, or the application of the Charter to the vote, there were three days to work with the Council to resolve those questions and concerns. Instead, however, the abrupt press release from over the weekend did not present any proposals as to reconcile the questions on which the Council was still awaiting information, or to negotiate any kind of agreement for moving forward in the best interests of the City, its taxpayers, and residents. While there are, no doubt, legal arguments to be made and issues to consider from the perspectives of the Mayor and the City Council, limiting the conversation before it is even started will not lead toward a budget approved in accord with both the letter and the intent of the law. Further, at no time did the City Corporation Counsel advise the Legislative body as to its opinion that the vote was invalid, despite the fact that the office of Corporation Counsel advises the City and does not only work for the executive branch. Thus, the City Council was required

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to retain the services of independent counsel, on a very limited budget, to opine and provide it with guidance on the resolution of the specific issues beyond those duties owed to it by the City Corporation Counsel.

For those reasons, I suggest that the Council consider the following. First, add to the posting for tomorrow night an item to request that the Mayor submit a month-to-month appropriation budget for the months of July, and then August. Second, to add to the agenda for tomorrow night an item to discuss any submission by the Mayor of items that are required by law to be expended. Finally, I would post a meeting for June 30, 2021, with those same items, to allow for the potential for budget negotiations over the next few days. Such meeting should, in my opinion, be called early enough to allow for robust debate on a revised budget before the deadline for action. There remains time, in my opinion, for the Mayor and Council to craft an appropriate strategy to address this matter prior to 11:59 pm on June 30, 2021.

As always, please contact me with any questions.

REGULAR MEETING OF THE CITY COUNCIL

MEETING: Tuesday, June 22, 2021 at 7:00 p.m.
Council Chamber, One Government Center

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

ABSENT: Councilor Bradford L. Kilby

IN ATTENDANCE: None

President Cliff Ponte called the meeting to order at 9:54 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 appointment of Joseph Pereira to the Board of Appeals

On a motion made by Councilor Linda M. Pereira and seconded by Councilor Christopher M. Peckham, it was unanimously voted to confirm the appointment, with Councilor Bradford L. Kilby absent and not voting.

2. Mayor and order appropriating $100,000.00 from the Water Enterprise Fund FY20 Surplus Revenue to the Water Stabilization Fund

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

3. Mayor and order re: an easement located at 81 Greenleaf Street

On a motion made by Councilor Shawn E. Cadime and seconded by Councilor Trott Lee, it was voted 6 yeas to refer the matter to the Committee on Real Estate, with Councilors Pamela Laliberte-Lebeau and Cliff Ponte abstaining and Councilor Bradford L. Kilby absent and not voting

4. Mayor and order re: members of the Fall River Park Board as special municipal employees

Councilor Shawn E. Cadime stated that he would like to have a full analysis as to why some members of the board need to be classified as special municipal employees. On a motion made by Councilor Shawn E. Cadime and seconded by Councilor Christopher M. Peckham, to reject the order, the matter was objected to by Councilor Linda M. Pereira and laid on the table in accordance with the Charter.

PRIORITY COMMUNICATIONS

5. Communication from the Human Resources Director re: June 8, 2021 City Council Meeting

Councilor Shawn E. Cadime stated that the accusation is frivolous at best. He stated that what led to the comment "that is such a lie" was the statement that was made that transfers are only made at year end. He then stated that various transfers are made throughout the year. On a motion made by Councilor Shawn E. Cadime and seconded by Councilor Linda M. Pereira, it was unanimously voted that the communication be accepted and placed on file, with Councilor Bradford L. Kilby absent and not voting.

COMMITTEE REPORTS – None

ORDINANCES

Second reading and enrollment:

6. Proposed Ordinance – Traffic, miscellaneous

On a motion made by Councilor Linda M. Pereira and seconded by Councilor Christopher M. Peckham, it was unanimously voted to pass the proposed ordinance though second reading and enrollment, with Councilor Bradford L. Kilby absent and not voting. On a further motion made by Councilor Linda M. Pereira and seconded by Councilor Michelle M. Dionne, it was unanimously voted that the proposed ordinance be passed to be ordained, with Councilor Bradford L. Kilby absent and not voting.
Approved, June 24, 2021, Paul E. Coogan, Mayor

Second reading and enrollment as amended:

7. Proposed Ordinance – Floodplains District

On a motion made by Councilor Linda M. Pereira and seconded by Councilor Christopher M. Peckham, it was unanimously voted to pass the proposed ordinance though second reading and enrollment, as amended, with Councilor Bradford L. Kilby absent and not voting. On a further motion made by Councilor Michelle M. Dionne and seconded by Councilor Christopher M. Peckham, it was unanimously voted that the proposed ordinance be passed to be ordained, as amended, with Councilor Bradford L. Kilby absent and not voting.
Approved, June 24, 2021, Paul E. Coogan, Mayor

8. Proposed Ordinance – Structures on/over public way permit

On a motion made by Councilor Linda M. Pereira and seconded by Councilor Christopher M. Peckham, it was unanimously voted to pass the proposed ordinance though second reading and enrollment, as amended, with Councilor Bradford L. Kilby absent and not voting. On a further motion made by Councilor Michelle M. Dionne and seconded by Councilor Christopher M. Peckham, it was unanimously voted that the proposed ordinance be passed to be ordained, as amended, with Councilor Bradford L. Kilby absent and not voting.
Approved, June 24, 2021, Paul E. Coogan, Mayor

RESOLUTIONS

9. Committee on Public Safety convene with various departments to discuss traffic and safety concerns in the area of Diman Regional Vocational Technical High School

On a motion made by Councilor Linda M. Pereira and seconded by Councilor Christopher M. Peckham, it was unanimously voted to adopt the resolution, with Councilor Bradford L. Kilby absent and not voting.

10. Committee on Human Services, Housing, Youth and Elder Affairs convene with the Chair of the Commission on Disability to discuss ADA needs and improvements throughout the City

On a motion made by Councilor Christopher M. Peckham and seconded by Councilor Trott Lee, it was unanimously voted to adopt the resolution, with Councilor Bradford L. Kilby absent and not voting.

CITATIONS

11. Raymond E. Hague – In recognition of his retirement and 22 years of service to Fall River

On a motion made by Councilor Leo O. Pelletier and seconded by Councilor Christopher M. Peckham, it was unanimously voted to adopt the resolution, with Councilor Bradford L. Kilby absent and not voting.

ORDERS – HEARINGS – None

ORDERS – HEARINGS TO BE SCHEDULED

On a motion made by Councilor Linda M. Pereira and seconded by Councilor Shawn E. Cadime, it was unanimously voted to take items #12 to #14 together, with Councilor Bradford L. Kilby absent and not voting.

Street Acceptances:

12. Bell Street, extending from Corbett Street to a dead end
13. Granite Street, extending from Purchase Street to Rock Street
14. Small Street, extending from President Avenue to a dead end and also 280 feet of Stanley Street extending from Small Street to Damon Street

On a motion made by Councilor Shawn E. Cadime and seconded by Councilor Christopher M. Peckham, it was unanimously voted to adopt the orders, with Councilor Bradford L. Kilby absent and not voting.

ORDERS – MISCELLANEOUS – None

COMMUNICATIONS – INVITATIONS – PETITIONS

15. 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, with Councilor Bradford L. Kilby absent and not voting.

16. Drainlayer License - Jones Excavating LLC

On a motion made by Councilor Christopher M. Peckham and seconded by Councilor Shawn E. Cadime, it was unanimously voted to approve the license, with Councilor Bradford L. Kilby absent and not voting.

Approved, June 24, 2021, Paul E. Coogan, Mayor

Planning Board Minutes

17. May 12, 2021 Meeting

On a motion made by Councilor Christopher M. Peckham and seconded by Councilor Michelle M. Dionne, it was unanimously voted that the minutes be accepted and placed on file, with Councilor Bradford L. Kilby absent and not voting.

On a motion made by Councilor Michelle M. Dionne and seconded by Councilor Shawn E. Cadime, it was unanimously voted to take items #18 through #22 together, with Councilor Bradford L. Kilby absent and not voting.

City Council Meeting Minutes:

18. Public Hearings – June 8, 2021
19. Public Hearing Fiscal Year 2022 Municipal Budget – June 8, 2021
20. Committee on Finance – May 11, 2021
21. Committee on Finance – May 25, 2021
22. Committee on Finance – June 8, 2021

On a motion made by Councilor Shawn E. Cadime and seconded by Councilor Michelle M. Dionne, it was unanimously voted to approve items #18 through #22, with Councilor Bradford L. Kilby absent and not voting.

23. KP Law, P.C. invoice for professional services through March 31, 2021

Councilor Pam Laliberte-Lebeau stated that she had not reviewed the charges on this invoice for accuracy. Council President Cliff Ponte stated that he would like this invoice to be granted leave to withdraw to allow Council Vice-President Laliberte-Lebeau time to review the invoice. On a motion made by Councilor Pam Laliberte-Lebeau and seconded by Councilor Christopher M. Peckham, it was unanimously voted that the invoice be granted leave to withdraw, with Councilor Bradford L. Kilby absent and not voting.

BULLETINS – NEWSLETTERS – NOTICES

24. Thank you card from the family of Barbara Travassos

On a motion made by Councilor Linda M. Pereira and seconded by Councilor Leo O. Pelletier, it was unanimously voted that the thank you card be accepted and placed on file, with Councilor Bradford L. Kilby absent and not voting.

ITEMS FILED AFTER THE AGENDA DEADLINE:
CITY COUNCIL MEETING DATE: JUNE 22, 2021

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

COMMITTEE REPORTS

Committee on Ordinances and Legislation recommendation (if received):

5a. Proposed Ordinance – Traffic, handicapped parking

On a motion made by Linda M. Pereira and seconded by Councilor Christopher M. Peckham, it was voted 8 yeas that the proposed ordinance be accompanied with an emergency preamble, with Councilor Bradford L. Kilby absent and not voting. On a further motion made by Councilor Michelle M. Dionne and seconded by Councilor Trott Lee, it was unanimously voted to pass the proposed ordinance through all readings, with Councilor Bradford L. Kilby absent and not voting. Approved, June 24, 2021, Paul E. Coogan, Mayor

5b. Proposed Ordinance – Traffic, miscellaneous

On a motion made by Councilor Christopher M. Peckham and seconded by Councilor Leo O. Pelletier, it was unanimously voted to pass the proposed ordinance through first reading, with Councilor Bradford L. Kilby absent and not voting.

Proposed Ordinance – Water and Sewer Rates – *Tabled in Committee*
Proposed Ordinance – Salary schedules – *Tabled in Committee*

Committee on Finance:
Orders – Proposed Fiscal Year 2022 Municipal Budget – *Budget rejected in Finance*

a. General Fund
b. Emergency Medical Services Enterprise Fund
c. Sewer Enterprise Fund
d. Water Enterprise Fund

RESOLUTIONS

10a. Committee on Finance convene to discuss all committee meetings, be it an appointed or elected body, be scribed, televised and released to the public

Councilor Christopher M. Peckham stated that this resolution basically speaks for itself and is quite clear. On a motion made by Councilor Christopher M. Peckham and seconded by Councilor Trott Lee, it was unanimously voted to amend the resolution by changing the Committee on Finance to the Committee on Ordinances and Legislation, with Councilor Bradford L. Kilby absent and not voting. On a further motion made by Councilor Christopher M. Peckham and seconded by Councilor Michelle M. Dionne, it was unanimously voted to adopt the resolution, as amended, with Councilor Bradford L. Kilby absent and not voting.

COMMUNICATIONS – INVITATIONS – PETITIONS

23a. KP Law, P.C. Invoice for professional services through May 31, 2021

On a motion made by Councilor Pamela Laliberte-Lebeau and seconded by Councilor Michelle M. Dionne, it was unanimously voted that the invoice be granted leave to withdraw, with Councilor Bradford L. Kilby absent and not voting.

On a motion made by Councilor Shawn E. Cadime and seconded by Councilor Christopher M. Peckham, it was unanimously voted to enter into Executive Session at 10:35 p.m., with Councilor Bradford L. Kilby absent and not voting.

Discussion pertaining to policing our neighborhoods especially those of high crime locations with the Director of Financial Services, the Administration and the Chief of Police. Anticipated Executive Session pursuant to Massachusetts General Law Chapter 30A, § 21(a) (4) to discuss the deployment of security personnel or devices, and/or strategies with respect thereto

Council President Cliff Ponte stated that the City Council will not return to open session, but will adjourn directly from Executive Session.

On a motion made by Councilor Shawn E. Cadime and seconded by Councilor Christopher M. Peckham, it was unanimously voted to adjourn at 11:25 p.m., with Councilor Bradford L. Kilby absent and not voting.

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

A true copy. Attest:
Alison M. Bouchard
City Clerk

REGULAR MEETING OF THE CITY COUNCIL

MEETING: Tuesday, July 13, 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: Mary Sahady, Director of Financial Services

President Cliff Ponte called the meeting to order at 10:13 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 order re: members of the Fall River Board of Park Commissioners as special municipal employees

On a motion made by Councilor Linda M. Pereira 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 Linda M. Pereira and seconded by Councilor Bradford L. Kilby, it was voted 5 yeas, 4 nays to table the matter, with Councilors Michelle M. Dionne, Pam Laliberte-Lebeau, Christopher M. Peckham and Cliff Ponte voting in the negative.

Council President Cliff Ponte stated that he will be abstaining for both appointments to the Port Authority.

2. Mayor requesting confirmation of the following appointments:
   a. Merrill M. Cordeiro to the Port Authority
   b. John Medeiros to the Port Authority

On a motion made by Councilor Bradford L. Kilby and seconded by Councilor Leo O. Pelletier, it was voted 4 yeas, 4 nays to confirm the appointments, with Councilors Shawn E. Cadime, Michelle M. Dionne, Pam Laliberte-Lebeau and Christopher M. Peckham voting in the negative and Council President Cliff Ponte abstaining, and the motion failed to carry. Councilor Leo O. Pelletier stated that he believes that both of these candidates are well qualified for the appointments. Councilor Bradford L. Kilby stated that these candidates are very qualified and work very hard to improve the City of Fall River. On a further motion made by Councilor Shawn E. Cadime and seconded by Councilor Christopher M. Peckham, it was voted 4 yeas, 4 nays to reject the appointments, with Councilors Bradford L. Kilby, Trott Lee, Leo O. Pelletier and Linda M. Pereira voting in the negative and Council President Cliff Ponte abstaining, and the motion failed to carry. Councilor Pam Laliberte-Lebeau stated that the City Council requested a cover letter for all appointments that states why the individual is a good candidate for the appointment to the board or commission, and this has not been submitted with these appointments. On yet a

further motion made by Councilor Pam Laliberte-Lebeau and seconded by Councilor Shawn E. Cadime, it was voted 4 yeas, 4 nays to grant the appointments leave to withdraw, with Councilors Bradford L. Kilby, Trott Lee, Leo O. Pelletier and Linda M. Pereira voting in the negative and Council President Cliff Ponte abstaining, and the motion failed to carry. In the matter of the appointment of Merrill M. Cordeiro to the Port Authority; no approval or rejection having passed, the appointment goes into effect on August 16, 2021, in accordance with Section 2-10 of the Charter. In the matter of the appointment of John Medeiros to the Port Authority, no approval or rejection having passed, the appointment goes into effect on July 19, 2021, in accordance with Section 2-10 of the Charter.

3. Mayor requesting the reappointment of Jeffrey Silvia to the Board of Park Commissioners

On a motion made by Councilor Bradford L. Kilby and seconded by Councilor Christopher M. Peckham, it was unanimously voted to confirm the appointment.

4. Mayor and order appropriating $1,288,887 for Fiscal Year 2021 as follows:

FROM:	
City Clerk, Expenses	$ 556
City Council, Expenses	$ 352
Mayor's Office, Expenses	$ 1,276
School Transportation	$1,286,703
TOTAL:	$1,288,887

TO:	
Snow Removal, Salaries	$ 47,358
Snow Removal, Expenses	$ 492,868
Fire & Emergency Services, Salaries	$ 746,477
City Clerk, Salaries	$ 556
City Council, Salaries	$ 352
Mayor's Office, Salaries	$ 1,276
TOTAL:	$1,288,887

On a motion made by Councilor Pam Laliberte-Lebeau and seconded by Councilor Christopher M. Peckham, it was unanimously voted to waive the rules to allow the Director of Financial Services, Mary Sahady, to answer questions. Councilor Pam Laliberte-Lebeau asked the Director of Financial Services what would happen if these transfers are not approved and she stated that the year would close with deficits in the listed accounts. She then stated that it would be listed on the recap and be adjusted at year end and would be adjusted against free cash, which is reported to the Department of Local Services, Bureau of Accounts, as a not approved transfer. On a further motion made by Councilor Shawn E. Cadime and seconded by Councilor Christopher M. Peckham, it was voted 5 yeas, 4 nays to reject the year end transfers, with Councilors Bradford L. Kilby, Trott Lee, Leo O. Pelletier and Linda M. Pereira voting in the negative.

5. Mayor and order appropriating $1,677,400 from the General Fund Stabilization Fund to:

Facilities Maintenance, Capital	$ 150,000
Community Maintenance, Capital	$ 937,100
Police, Capital	$ 410,300
Fire & Emergency Services, Capital	$ 180,000
TOTAL:	$1,677,400

A motion was made by Councilor Shawn E. Cadime and seconded by Councilor Christopher M. Peckham to reject the appropriation and the matter was objected to by Councilor Linda M. Pereira and laid on the table in accordance with the Charter.

6. Mayor and order appropriating $50,000 from Facilities Maintenance, Expenses to:

Community Services, Demo Lien	$ 25,000
Community Services, Vacant Lot	$ 25,000
	$ 50,000

Councilor Pam Laliberte-Lebeau stated that she would like to see $45,000 appropriated to each account, totaling $90,000.00 from Facilities Maintenance, Expenses and requested that a letter be sent to the Mayor making such request, a copy of which is attached hereto and made a part of these minutes. Councilor Christopher M. Peckham made a motion to reject but received no second. A further motion was made by Councilor Bradford L. Kilby and seconded by Councilor Linda M. Pereira, to adopt the order, and the matter was objected to by Councilor Linda M. Pereira and laid on the table in accordance with the Charter.

7. Mayor and order appropriating $360,000 from the American Rescue Plan Act of 2021 to Financial Services, Expenses

Councilor Pam Laliberte-Lebeau asked for the purpose of this appropriation. Councilor Shawn E. Cadime stated that these funds are for the required re-evaluation. A motion was made by Councilor Bradford L. Kilby and seconded by Councilor Linda M. Pereira to adopt the order and the matter was objected to by Councilor Shawn E. Cadime and laid on the table in accordance with the Charter.

8. Mayor requesting the Quarter 4 Report be submitted for review in August

A motion was made by Councilor Trott Lee and seconded by Councilor Bradford L. Kilby that the communication be accepted and placed on file and the matter was objected to by Councilor Shawn E. Cadime and laid on the table in accordance with the Charter.

9. Mayor re: use of $216,320.00 of the American Rescue Pan Act of 2021 (ARPA) to fund Operation Compass

On a motion made by Councilor Bradford L. Kilby and seconded by Councilor Leo O. Pelletier, it was voted 4 yeas, 5 nays to accept the communication and place it on file, with Councilors Shawn E. Cadime, Michelle M .Dionne, Pam Laliberte-Lebeau, Christopher M. Peckham and Cliff Ponte voting in the negative.

10. Mayor and proposed ordinance for IT Technical Support Specialist – MIS Division

On a motion made by Councilor Linda M. Pereira and seconded by Councilor Christopher M. Peckham, it was unanimously voted to refer the matter to the Committee on Ordinances and Legislation.

PRIORITY COMMUNICATIONS

11. Traffic Commission recommending amendments to traffic ordinances

On a motion made by Councilor Linda M. Pereira and seconded by Councilor Leo O. Pelletier, it was unanimously voted to refer the matter to the Committee on Ordinances and Legislation.

On a motion made by Councilor Shawn E. Cadime and seconded by Councilor Christopher M. Peckham, it was unanimously voted to take item #12c out of order.

Committee on Finance:

12c. City Council Policy on Use of the City Council Attorney

12. City Council President re: review policy on the use of the City Council Attorney

The City Clerk read the amendments to the policy, as recommended by the Committee on Finance, as follows:
Item #11 to be amended by adding, "the City Clerk will attach a MUNIS report showing used and available funds."
Add item #19 to read, "The City Council as a body will be notified when services or opinions are requested."
On a motion made by Councilor Shawn E. Cadime and seconded by Councilor Michelle M. Dionne, it was unanimously voted to adopt the policy, as amended.

COMMITTEE REPORTS – None
ORDINANCES
Second reading and enrollment:
13. Proposed Ordinance – Traffic, miscellaneous
On a motion made by Councilor Linda M. Pereira and seconded by Councilor Christopher M. Peckham, it was unanimously voted that the proposed ordinance be passed through second reading and enrollment. On a further motion made by Councilor Bradford L. Kilby and seconded by Councilor Linda M. Pereira, it was unanimously voted that the proposed ordinance be passed to be ordained.
Approved, July 14, 2021, Paul E. Coogan, Mayor

RESOLUTIONS – None
CITATIONS – None
ORDERS – HEARINGS
Curb Removals:
14. Louis Massa Jr., 75 Adams Street – Total of 24' at 75 Adams Street – Removal on Weetamoe Street
On a motion made by Councilor Christopher M. Peckham and seconded by Councilor Linda M. Pereira, it was unanimously voted to adopt the order.
Approved, July 14, 2021, Paul E. Coogan, Mayor

15. Marilyn Almeida, 332 Herman Street – Total of 20' at 332 Herman Street
On a motion made by Councilor Christopher M. Peckham and seconded by Councilor Shawn E. Cadime, it was unanimously voted to adopt the order.
Approved, July 14, 2021, Paul E. Coogan, Mayor

16. Jordan Camara, 91 Pelham Street – Total of 41' at 91 Pelham Street – Removal on Mott Street
On a motion made by Councilor Linda M. Pereira and seconded by Councilor Leo O. Pelletier, it was unanimously voted to refer the matter to the Committee on Public Works and Transportation.

17. Kristin Bagnell, 4621 North Main Street – Total of 36' at 4621 North Main Street
On a motion made by Councilor Linda M. Pereira and seconded by Councilor Leo O. Pelletier, it was unanimously voted to refer the matter to the Committee on Public Works and Transportation.

ORDERS – MISCELLANEOUS

Police Chief's Report on Licenses:

Taxicab Drivers:

18. John Fortes Jonathan Riopelle

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

19. Auto Repair Shop License Renewal:
Penacho Associates, LTD d/b/a Complete Auto Tech Center, Inc. located at 535 Bay Street

On a motion made by Councilor Bradford L. Kilby and seconded by Councilor Christopher M. Peckham, it was unanimously voted to adopt the order.
Approved, July 14, 2021, Paul E. Coogan, Mayor

20. Auto Body Shop Licenses Renewal:
Penacho Associates, LTD d/b/a Mike's Auto Body located at 535 Bay Street
Rose Raposo d/b/a Color Tones Auto Body, LLC located at 2238 South Main 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, July 14, 2021, Paul E. Coogan, Mayor

COMMUNICATIONS – INVITATIONS – PETITIONS

21. Claims

On a motion made by Councilor Christopher M. Peckham and seconded by Councilor Shawn E. Cadime, it was unanimously voted to refer the claims to Corporation Counsel.

On a motion made by Councilor Bradford L. Kilby and seconded by Councilor Christopher M. Peckham, it was unanimously voted to take items #22 through #26 together.

City Council Meeting Minutes:

22. Committee on Finance – June 15, 2021
23. Committee on Finance – June 16, 2021
24. Regular Meeting of the City Council – May 25, 2021
25. Regular Meeting of the City Council – June 8, 2021
26. Special Meeting of the City Council – June 29, 2021

On a motion made by Councilor Christopher M. Peckham and seconded by Councilor Michelle M. Dionne, it was unanimously voted to approve items #22 through #26.

27. Communication from the Fall River Housing Authority re: American Rescue Plan Act 2021 funds and the Watuppa Heights Improvement Plan

On a motion made by Councilor Shawn E. Cadime and seconded by Councilor Christopher M. Peckham, it was unanimously voted to refer the communication to the Committee on Human Services, Housing, Youth and Elder Affairs.

28. Open Meeting Law Complaint from Jo C. Goode re: June 22, 2021 alleged violation by the Fall River City Council

On a motion made by Councilor Christopher M. Peckham and seconded by Councilor Michelle M. Dionne, it was unanimously voted to refer the matter to Corporation Counsel.

29. Structure On or Over a Public Way Permit – Banners for St. Anthony of the Desert Church Lebanese Mahrajan Festival scheduled for August 27-29 at the following locations:
    a. Bedford Street and Troy Street
    b. Pleasant Street
    c. South Main Street

On a motion made by Councilor Bradford L. Kilby and seconded by Councilor Christopher M. Peckham, it was unanimously voted to approve items 29a through 29c.

BULLETINS – NEWSLETTERS – NOTICES

Final Reports:

30. Bell Street, extending from Corbett Street to Canedy Street

On a motion made by Councilor Christopher M. Peckham and seconded by Councilor Leo O. Pelletier, it was unanimously voted to refer the matter to the Committee on Public Works and Transportation.

31. Granite Street, extending from Purchase Street to Rock Street

On a motion made by Councilor Linda M. Pereira and seconded by Councilor Christopher M. Peckham, it was unanimously voted to adopt the final report.
Approved, July 14, 2021, Paul E. Coogan, Mayor

32. Small Street, extending from President Avenue to a dead end and also 280 feet of Stanley Street extending from Small Street to Damon Street

On a motion made by Councilor Christopher M. Peckham and seconded by Councilor Leo O. Pelletier, it was unanimously voted to refer the matter to the Committee on Public Works and Transportation.

TABLED MATTERS

On a motion made by Councilor Bradford L. Kilby and seconded by Councilor Linda M. Pereira, it was voted 7 yeas, 1 nay to lift items 33a and 33b from the table, with Councilor Shawn E. Cadime voting in the negative and Council President Cliff Ponte abstaining.

33. Mayor requesting confirmation of the following appointments:
    a. Patrick Norton to the Port Authority

On a motion made by Councilor Bradford L. Kilby and seconded by Councilor Leo O. Pelletier, it was voted 6 yeas, 2 nays to confirm the appointment, with Councilors Shawn E. Cadime and Pam Laliberte-Lebeau voting in the negative and Council President Cliff Ponte abstaining.

    b. Dawn Saurette to the Port Authority

On a motion made by Councilor Bradford L. Kilby and seconded by Councilor Linda M. Pereira, it was voted 3 yeas, 5 nays to confirm the appointment, with Councilors Shawn E. Cadime, Michelle M. Dionne, Pam Laliberte-Lebeau, Trott Lee and Christopher M. Peckham voting in the negative and Council President Cliff Ponte abstaining, and the motion failed to carry. On a further motion made by Councilor Shawn E. Cadime and seconded by Councilor Michelle M. Dionne, it was voted 3 yeas, 5 nays to reject the confirmation, with Councilors Bradford L. Kilby, Pam Laliberte-Lebeau, Christopher M. Peckham, Leo O. Pelletier and Linda M. Pereira voting in the negative and Council President Cliff Ponte abstaining, and the motion failed to carry. No approval or rejection having passed, the appointment goes into effect on July 19, 2021, in accordance with Section 2-10 of the Charter.

ITEMS FILED AFTER THE AGENDA DEADLINE:
CITY COUNCIL MEETING DATE: JULY 13, 2021

PRIORITY MATTERS

10a. Mayor and order requesting the acceptance of a parcel of land located on Ash Street, Assessors Map G-27 Lot 13

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, July 14, 2021, Paul E. Coogan, Mayor

COMMUNICATIONS – INVITATIONS – PETITIONS

28a. Structure On or Over a Public Way Permit – Banner for the Day of Portugal Fall River

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

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

COMMITTEE REPORTS

Committee on Ordinances and Legislation recommendation:

12a. Proposed Ordinance – Water and Sewer Rates

On a motion made by Councilor Shawn E. Cadime and seconded by Councilor Michelle M. Dionne, it was voted 4 yeas, 5 nays that the proposed ordinance be granted leave to withdraw, with Councilors Bradford L. Kilby, Pam Laliberte-Lebeau, Christopher M. Peckham, Leo O. Pelletier and Linda M. Pereira voting in the negative, and the motion failed to carry.

12b. Proposed Ordinance – Salary schedules

On a motion made by Councilor Shawn E. Cadime and seconded by Councilor Michelle M. Dionne, it was voted 5 yeas, 4 nays that the proposed ordinance be granted leave to withdraw, with Councilors Bradford L. Kilby, Pam Laliberte-Lebeau, Leo O. Pelletier and Linda M. Pereira voting in the negative.

On a motion made by Councilor Shawn E. Cadime and seconded by Councilor Christopher M. Peckham, it was unanimously voted to adjourn at 11:07 p.m.

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

A true copy. Attest:

Alison M. Bouchard
City Clerk

50

City of Fall River Massachusetts
Office of the City Clerk

ALISON M. BOUCHARD
CITY CLERK

INÊS LEITE
ASSISTANT CITY CLERK

July 16, 2021

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

Dear Mayor Coogan,

At a meeting of the City Council held on July 13, 2021, a discussion was held relative to your request to appropriate $25,000 each to the Community Services, Demo Lien Account and Community Services, Vacant Lot Account from Facilities Maintenance, Expenses.

Following that discussion, it was requested to send a letter to the Administration to ask that the amount of these appropriations be increased to $45,000 for each account. If you have any questions in this regard, feel free to contact the City Council Office. Thank you for your consideration.

Very truly yours,

Alison M Bouchard

Alison M. Bouchard
City Clerk

cc: Mary L. Sahady, Director of Financial Services
Timothy P. McCoy, City Administrator

/ct

One Government Center • Fall River, MA 02722
TEL 508-324-2220 • FAX 508-324-2211 • EMAIL city_clerks@fallriverma.org

51

RECEIVED

2021 JUL 16 A 9:28

CITY CLERK
FALL RIVER, MA

KP LAW, P.C.
101 ARCH STREET
FLOOR 12
BOSTON, MA 02110

FEDERAL TAX ID: 04-2746356
INVOICE NO: 131922

MR. CLIFF PONTE
COUNCIL PRESIDENT
FALL RIVER CITY COUNCIL
ONE GOVERNMENT CENTER
FALL RIVER, MA 02722

April 30, 2021
IN REFERENCE TO: PROFESSIONAL SERVICES THROUGH March 31, 2021

GENERAL LEGAL SERVICES

REVIEW E-MAIL FROM CLERK OF COMMITTEES OF CITY COUNCIL RE: POLICY FOR USE OF LEGAL COUNSEL; LEGAL RESEARCH AND E-MAIL CITY COUNCIL CLERK OF COMMITTEES RE: EXAMPLES.		
ABUTTERS LOT PROGRAM- REVIEW ORDINANCE OF ABUTTER'S LOT PROGRAM; REVIEW AND ANALYZE SPECIFIC DISTINCTIONS OF PROGRAM IN COMPARISON TO OTHER MUNICIPALITIES.		
SUBTOTAL:	1.80	$495.00

ORDINANCES

REVIEW AND REPLY TO E-MAIL FROM CITY COUNCIL CLERK OF COMMITTEES RE: APPEARING AT ORDINANCE COMMITTEE MEETING.		
ABUTTER'S LOT - INITIAL LEGAL RESEARCH RE: ABUTTERS LOT PROGRAMS.		
ABUTTERS LOT PROGRAM - REVIEW AND ANALYZE ABUTTERS LOT PROGRAM AND ADDRESS ISSUES IN DRAFT ORDINANCE; DRAFT COMMENTS ON PROPOSED REVISIONS TO ORDINANCE.		
SUBTOTAL:	2.60	$715.00

TOTAL FEES:	4.40	1,210.00

51

RECEIVED
2021 JUL 16 A 9:28
CITY CLERK
FALL RIVER, MA

KP LAW, P.C.
101 ARCH STREET
FLOOR 12
BOSTON, MA 02110

FEDERAL TAX ID: 04-2746356
INVOICE NO: 131999

MR. CLIFF PONTE
COUNCIL PRESIDENT
FALL RIVER CITY COUNCIL
ONE GOVERNMENT CENTER
FALL RIVER, MA 02722

May 31, 2021
IN REFERENCE TO: PROFESSIONAL SERVICES THROUGH April 30, 2021

GENERAL LEGAL SERVICES

REVIEW SENIORITY ISSUE TO PREPARE OPINION LETTER.		
SENIORITY - REVIEW E-MAIL FROM COUNCIL PRESIDENT RE: DEFINITION OF "ANY GOVERNMENTAL UNIT" FOR PURPOSE OF CREDITABLE SERVICE.		
REVIEW STATUS OF MATTER - PROPER APPOINTING AUTHORITY.		
SENIORITY - REVIEW AND RESPOND TO E-MAIL FROM COUNCILOR RE: DEFINITION OF GOVERNMENTAL UNIT; PREPARE FOR AND REPRESENT CITY AT 04/20/21 COUNCIL MEETING.		
SENIORITY - PREPARE FOR AND ATTEND 04/20/21 CITY COUNCIL MEETING (NO CHARGE).		
LEGAL RESEARCH RE: SENIORITY AND IMPLICATIONS THEREOF; ATTEND 4/20/21 CITY COUNCIL MEETING.		
SUBTOTAL:	5.90	$1,430.00

ORDINANCES

LEGAL RESEARCH AND PREPARE OPINION RE: SENIORITY AND WAGES.		
SUBTOTAL:	2.10	$577.50

TOTAL FEES:	8.00	2,007.50

51

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2021 JUL 16 A 9:28

CITY CLERK
FALL RIVER, MA

KP LAW, P.C.
101 ARCH STREET
FLOOR 12
BOSTON, MA 02110

FEDERAL TAX ID: 04-2746356
INVOICE NO: 132010

MR. CLIFF PONTE
COUNCIL PRESIDENT
FALL RIVER CITY COUNCIL
ONE GOVERNMENT CENTER
FALL RIVER, MA 02722

June 11, 2021
IN REFERENCE TO: PROFESSIONAL SERVICES THROUGH May 31, 2021

ORDINANCES

PLASTIC BAG ORDINANCE - LEGAL RESEARCH AND BEGIN DRAFTING ORDINANCE.		
FINALIZE PLASTIC BAG ORDINANCE AND FORWARD TO COUNCIL VICE PRESIDENT.		
REVIEW STATUS OF BALLOON RELEASE AND COMPOSTING ORDINANCES.		
BALLOONS - LEGAL RESEARCH AND DRAFT ORDINANCE RE: PROHIBITING RELEASE OF BALLOONS, INCLUDING ANALYSIS OF RELEVANT ENVIRONMENTAL STATUTES AND REGULATORY AUTHORITY; E-MAIL CITY COUNCILOR RE: ORDINANCE.		
COMPOST - LEGAL RESEARCH AND DRAFT ORDINANCE RE: COMPOSTING PROGRAM, INCLUDING ANALYSIS OF RELEVANT ENVIRONMENTAL REGULATIONS AND LEGAL ISSUES; E-MAIL CITY COUNCILOR RE: ORDINANCE.		
PREPARE FOR AND ATTEND 5/25/21 MEETING OF ORDINANCE COMMITTEE OF CITY COUNCIL.		
SUBTOTAL:	10.50	$2,887.50
TOTAL FEES:	10.50	2,887.50

51

RECEIVED

2021 JUL 16 A 9:28

CITY CLERK
FALL RIVER, MA

KP LAW, P.C.
101 ARCH STREET
FLOOR 12
BOSTON, MA 02110

FEDERAL TAX ID: 04-2746356
INVOICE NO: 132363

MR. CLIFF PONTE
COUNCIL PRESIDENT
FALL RIVER CITY COUNCIL
ONE GOVERNMENT CENTER
FALL RIVER, MA 02722

June 30, 2021
IN REFERENCE TO: PROFESSIONAL SERVICES THROUGH June 30, 2021

GENERAL LEGAL SERVICES

LEGAL RESEARCH RE: APPLICATION OF OPEN MEETING LAW TO ABILITY OF COUNCIL TO DISCUSS MATTER IN EXECUTIVE SESSION.

LEGAL RESEARCH, REVIEW AND TELEPHONE CONFERENCE WITH CITY COUNCIL PRESIDENT RE: CITY COUNCIL MEETING AND RESPONSE THERETO.

REVIEW AND REPLY TO E-MAIL FROM CITY COUNCIL PRESIDENT AND COUNCIL CLERK RE: APPLICATION OF OPEN MEETING LAW TO COUNCIL'S ABILITY TO MEET IN EXECUTIVE SESSION; ANALYZE ISSUES AND TELEPHONE CONFERENCE WITH COUNCIL PRESIDENT AND VICE PRESIDENT RE: EXPENDITURE OF ARPA FUNDS.

LEGAL RESEARCH AND TELEPHONE CONFERENCE WITH VICE PRESIDENT, CITY COUNCIL RE: ARPA FUNDS.

PREPARE FOR AND VIRTUALLY ATTEND 6/21/21 MEETING OF CITY COUNCIL COMMITTEE ON ORDINANCES.

TELEPHONE CONFERENCES WITH CITY COUNCIL PRESIDENT AND VICE PRESIDENT RE: BUDGET ISSUES; BEGIN LEGAL RESEARCH.

DRAFT MEMORANDUM TO CITY COUNCIL RE: LEGAL EFFECT OF VOTE TO REJECT BUDGET AND RECOMMENDED NEXT STEPS TO APPROVE FINAL BUDGET..

FURTHER LEGAL RESEARCH, DRAFT AND FINALIZE MEMORANDUM TO CITY COUNCIL AND TELEPHONE CONFERENCE WITH COUNCIL PRESIDENT AND VICE PRESIDENT RE: BUDGET ISSUES.

PREPARE FOR AND ATTEND 6/29/21 MEETING OF CITY COUNCIL FINANCE COMMITTEE OF THE WHOLE: BUDGET ISSUES.

REVIEW ISSUES WITH BUDGET PROCESS.

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SUBTOTAL:	13.60	$3,740.00
TOTAL FEES:	13.60	3,740.00
ACCUMULATED DISBURSEMENTS AT COST; REPRODUCTION OF DOCUMENTS, EXPRESS MAIL, SPECIAL POSTAGE, TOLL CALLS AND ON-LINE RESEARCH		
TOTAL COSTS:		$56.00
TOTAL DUE:		**$3,796.00**

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City of Fall River
Massachusetts

Department of Community Maintenance

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

Engineering Division

2021 AUG -5 P 12:00

PAUL E. COOGAN
Mayor

JOHN A. PERRY JR.
Director

To:	Fall River City Council
From:	John Perry, Director
Date:	August 5, 2021
Subject:	Street Opening Request for Pavement Less Than Five Years Old

The Engineering Division has received a request for a road opening to install utilities at 522 Buffinton Street. Buffinton St. between Plymouth Ave. and Rodman St. was paved in 2017. The improvements are within the moratorium at 5 years old and City Council approval for a road opening is required,

The Engineering Division recommends approval of the request subject to the following conditions for pavement restoration in streets less than five years old:

1) All work shall meet or exceed the "Standards Employed by the Public Utility Operators When Restoring Municipal Streets" (the Standards) as published by the Commonwealth of Massachusetts Division of Telecommunications and Industry and with the requirements of the Fall River City Council;
2) Entire trench shall be sawcut at a uniform width from the tap location at the main to the curb. The trench length shall span the entire roadway;
3) All excavated material shall be removed from the site and appropriately disposed of;
4) All backfill materials shall be clean sand or sand and gravel mixtures meeting USCS classifications of GW, GP, SW, or SPC, free of silt, clay, and organic silts or soils, with 100% passing 3" sieve;
5) Backfill shall be executed in lifts not to exceed 6", and compacted between lifts;
6) Pavement restoration shall meet or exceed the existing pavement thickness;
7) Type I binder course(s) not to exceed 2" shall be placed and thoroughly compacted to within 1.5" of finished grade;
8) The existing pavement edge shall be tapered into the patch area to increase the surface binding area between the existing and new pavement;
9) The patch area shall be heated using infrared to a surface temperature sufficient to allow remixing asphalt without oxidation or burning, but in no case shall the surface temperature exceed 350 degrees F;
10) A Type I surface course shall be placed with a minimum thickness of 1.5";

One Government Center • Fall River, MA 02722
Telephone: (508) 324-2512 • Fax: (508) 324-2564 • Email: ENGINEERING@FALLRIVERMA.ORG

52

11) The surface shall be compacted using a steel drum roller, resulting in a smooth, tight, pavement surface which matches the grade of the existing pavement;

12) Sand should be evenly distributed over the surface to fill small voids and absorb excess sealant if surface sealant is applied;

13) The repaired area shall be allowed to cool to 175 degrees F before opening to traffic.

Prior to opening the street, the applicant shall provide to the City Engineer a copy of the contract for any subcontractor providing work covered by this application. A minimum of 24-hours in advance of excavation, the contractor must call the Engineering Division at 508-324-2512 to request inspection services. Material specifications shall be provided to the City Engineer for all materials brought to the site for use as backfill, base course, and surface course.

53

City of Fall River

Office of the Corporation Counsel

Paul E. Coogan
Mayor

Alan J. Rumsey
Corporation Counsel

Gary P. Howayeck
Assistant Corporation Counsel

Seth Thomas Aitken
Assistant Corporation Counsel

RECEIVED
2021 AUG -2 A 10:16

July 30, 2021

To: Fall River City Council

Fr: Office of the Corporation Counsel

Re: OPEN MEETING GUIDANCE

This is an official guidance to the Fall River City Council from the Office of the Corporation Counsel in response to a complaint filed by Jo C. Good alleging a violation of M.G.L. Ch. 30A, §§ 18-25, commonly known as , "The Open Meeting Law," on June 22, 2021. Complainant Good accepts and acknowledges this official guidance to the Fall River City Council as an acceptable response and resolution to her complaint.

Complainant Goode has alleged that immediately prior to the June 22, 2021 Ordinance Committee meeting, "City Councilor Christopher Peckham indicated that a last minute resolution he proposed had not made it to the Council Clerk's office by email." Council President Cliff Ponte allowed Councilor Peckham's resolution to become part of the meeting agenda. The resolution was printed and presented. Complainant Goode was not able to get a copy of the resolution prior to its presentment.

Complainant Goode alleged that this constituted, "a gross violation of the open meetings law given a resolution was allowed to be placed on the agenda without notice, a copy of the proposed resolution was made available to City Council members who later voted on it without transparency to the public."

The meeting in question took place on a Tuesday night. Review of the circumstances surrounding this complaint indicates that Councilor Peckham did send his resolution to the Council Office on Monday, June 21, 2020, less than 48 hours, but more than 24 hours in advance of the meeting. Thereafter, a technical difficulty where Windows based City computers were not able to open the Councilor's Apple file, prevented access to the resolution until immediately before the meeting.

One Government Center • Fall River, MA 02722 • TEL (508) 324-2650
Workers' Compensation (508) 324-2540 • FAX (508) 324-2655 • EMAIL lawoffice@fallriverma.org

Equal Justice Under Law

Except in an emergency, a public body must post notice of every meeting "at least 48 hours prior to such meeting, excluding Saturdays, Sundays and legal holidays," and must include a "listing of topics that the chair reasonably anticipates will be discussed at the meeting." G.L. c. 30A, § 20(b).

In this case, the technical difficulty experienced by the Council Office opening the files likely did not constitute an emergency. On the other hand, it does not seem that the Committee Chairperson was aware of the resolutions prior to the meeting and therefore would have not been in a position to reasonably anticipate discussion of the resolutions. While it is not unlawful for a public body to discuss an unnoticed and unanticipated topic, the Attorney General strongly encourages public bodies to postpone discussion of topics that do not require immediate action and that were not listed in a notice at least 48 hours before a meeting, particularly if those topics are ones that may be of significant public interest.

Accordingly, while it is likely that the Attorney General would find that the Committee Chairperson acted within his discretion by including Councilor Peckham's resolutions at the June 22, 2020 meeting, to do so was not consistent with the best practices set forth by the Attorney General.

This guidance strongly suggests that going forward, City Council and Council Committee Chairpersons exercise their respective discretion to include and discuss unanticipated agenda items only when it is absolutely necessary to do so and when further delay would not be in the public interest.

Respectfully Submitted

Seth Thomas Aitken
Assistant Corporation Counsel

53

OPEN MEETING LAW COMPLAINT FORM

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

RECEIVED

Please note that all fields are required unless otherwise noted.

2021 JUN 23 A 11:43

CITY CLERK
FALL RIVER, MA

Your Contact Information:

First Name: Jo C. Last Name: Goode

Address: P.O. Box 423

City: Tiverton State: RI Zip Code: 02878

Phone Number: 774-644-7501 Ext.

Email: jgoode@heraldnews.com

Organization or Media Affiliation (if any): The Herald News

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

(For statistical purposes only)

☐ Individual ☐ Organization ☒ Media

Public Body that is the subject of this complaint:

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

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

Specific person(s), if any, you allege committed the violation: The City Council

Date of alleged violation: 06/22/2021

CITY OF FALL RIVER
IN CITY COUNCIL
JUL 13 2021
Referred to Corporation Counsel

 Scanned to folder 7/16/21

Description of alleged violation:

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

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

Before the June 22, 2021 meeting of the Ordinance Committee assembled to discuss proposed upcoming budget, City Councilor Christopher Peckham indicated that a last minute resolution he proposed had not made it to the Councilor clerk's office by email. City Councilor President Cliff Ponte apparently allowed it to be a part of the agenda after the meeting began. (There was little discussion on how this occurred) but at one point during the meeting one of the city clerk's had stepped away from Council Chambers, printed out a copy of the resolution that was later presented. As a reporter covering the meeting attempted to get a copy of the resolution, but none was available.
I believe there is a gross violation of the open meetings law given a resolution was allowed to be placed on the agenda without notice, a copy of the proposed resolution was made available to City Council members who later voted on it without transparency to the public.

What action do you want the public body to take in response to your complaint?

Note: This text field has a maximum of 500 characters.

Review, sign, and submit your complaint

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

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

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

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

By signing below, I acknowledge that I have read and understood the provisions above and certify that the information I have provided is true and correct to the best of my knowledge.

Signed: Jo C. Goode The Herald News **Date:** 06/23/2021

55

RECEIVED

2021 JUL 29 P 1:25

CITY CLERK
FALL RIVER, MA

Honorable Members of the City Council
City of Fall River
1 Government Center
Fall River, Massachusetts

Honorable Members of the City Council:

For the third year, organizations represented within the Fall River Opiold Task Force through a collaborative effort have scheduled a list of events in honor of "National Overdose Awareness Day", August 31st, 2021.

In this regard, we would like to request permission to hang (3) banners from the railing of 1 Government Center in the City of Fall River. One representing "Project Reconnect" Outreach Program, "Recover Fall River" coordinator of the monthly Help Center, and Peer2Peer Recovery offering many services to people suffering with substance abuse disorder. Each equal in size approximately 3'x8'. Secondly, we would like to place "purple" flags around the staging area, one for each person who suffered a fatal overdose. There are also posters in honor "National Overdose Awareness Day" provided in the preparation packet "someone's mother", "someone's father", etc., to be hung outside of the Government Center, for this day only.

Your support in the matter is greatly appreciated. "National Overdose Awareness Day" is important to those in our community both suffering from substance abuse disorder, in recovery and remembering loved ones who lost the fight against addiction.

Respectfully submitted,

Beth Faunce, Deputy

Beth Faunce, Deputy Director of EMS
Fall River Fire Department
Emergency Medical Services

cc: flyer

RECEIVED
2021 JUL 26 A 11:36
CLERK'S OFFICE
DELIVERED

57

The Commonwealth of Massachusetts

DEPARTMENT OF PUBLIC UTILITIES

NOTICE OF FILING, PUBLIC HEARING, PROCEDURAL CONFERENCE, AND REQUEST FOR COMMENTS

D.P.U. 21-75 July 16, 2021

Petition of Massachusetts Electric Company and Nantucket Electric Company, each d/b/a National Grid, for Approval of Deferral of Major Storm Threshold Amounts for Calendar Year 2020.

On June 15, 2021, Massachusetts Electric Company and Nantucket Electric Company, each d/b/a National Grid ("National Grid" or "Company"), filed a petition with the Department of Public Utilities ("Department") for authorization to defer for future recovery a total of $13.95 million in storm cost threshold operations and expense amounts associated with nine qualifying major storm events that occurred during 2020 ("Storm Events"). The Company proposes to defer recovery of this amount until the Department's review of the storm cost recovery filing for these Storm Events, which the Company anticipates submitting in early 2022. The Department has docketed this matter as D.P.U. 21-75.

Under the terms of National Grid's Storm Contingency Fund ("Storm Fund") most recently approved by the Department in the Company's base distribution rate proceeding, D.P.U. 18-150, the following parameters apply to storm cost recovery by the Company: (a) the threshold for determining eligibility for Storm Fund recovery is $1.55 million for each storm; (b) four storm threshold amounts are recoverable from customers through base distribution rates, which is set to include a representative number of thresholds based on past experience; (c) storms with an incremental cost in excess of $30 million are not eligible for Storm Fund recovery; and (d) carrying charges at the prime rate accrue each month on Storm Fund costs incurred, from the time costs are incurred. Massachusetts Electric Company and Nantucket Electric Company, D.P.U. 18-150, at 399, 416-422.

According to the Company, the number of major storm events that occurred in 2020 was extraordinary, totaling 14 events, and represents a significant deviation from the number of storms included in the Company's most recent test year relied upon to establish its base distribution rates. The Company states that the determination to request deferral for nine events was based upon 14 total qualifying storm events that occurred during 2020 and exceeded the $1.55 million threshold, less the four events already included in base distribution rates and one additional event, because it is reasonable to expect some variation from the representative amount already included in base distribution rates. The Company

also states that the threshold amounts for the Storm Events are currently excluded from recovery in any rate. As a result, the Company seeks to defer $13.95 million (an amount equal to nine of the 14 threshold amounts of $1.55 million) for consideration of recovery in a future Storm Fund recovery proceeding.

The Department formulated its current standard for reviewing requests for deferral accounting treatment in North Attleboro Gas Company, D.P.U. 93-229 (1994). If certain conditions are met, the Department has previously allowed a company to defer accounting treatment of expenses incurred prior to a test year and considered the subsequent ratemaking treatment of those expenses in the company's next base distribution rate case. D.P.U. 93-229, at 7-8. Granting a deferral would not constitute a finding that the subject expenses are reasonable or that they can be recovered from ratepayers. D.P.U. 93-229, at 4.

Due to certain ongoing safety measures and precautions relating to in-person events as a result of the COVID-19 pandemic, the Department will conduct a virtual public hearing to receive comments on the Company's filing. The public hearing will be immediately followed by a virtual procedural conference. The Department will conduct the hearing and procedural conference using Zoom videoconferencing on **Wednesday, August 11, 2021**, beginning at 2:00 p.m. Attendees can join by entering the link, https://zoom.us/j/94162424982, from a computer, smartphone, or tablet. No prior software download is required. For audio-only access to the hearings, attendees can dial in at **(301) 715-8592 (not toll free)** and then enter the **Meeting ID# 941 6242 4982**. If you anticipate providing comments via Zoom during the public hearing, please send an email by **Monday, August 9, 2021,** to kerri.phillips@mass.gov with your name, email address, and mailing address. If you anticipate commenting by telephone, please leave a voicemail message by **Monday, August 9, 2021,** at (617) 305-3611 with your name, telephone number, and mailing address.

Any person interested in commenting on the Company's filing may also submit written comments to the Department no later than the close of business (5:00 p.m.) on **Wednesday, August 11, 2021**. At this time, all filings will be submitted only in electronic format consistent with the Commission's June 15, 2021 directive related to modified filing requirements. Ordinarily, all parties would follow Sections B.1 and B.4 of the Department's Standard Ground Rules (D.P.U. 15-184-A, App. 1 (March 4, 2020)); however, until further notice, parties must retain the original paper version and the Department will later determine when the paper version must be filed with the Department Secretary.

Any person who desires to participate otherwise in the evidentiary phase of this proceeding shall file a petition for leave to intervene no later than 5:00 p.m. on **Tuesday, August 3, 2021**. A petition for leave to intervene must satisfy the timing and substantive requirements of 220 CMR 1.03. Receipt by the Department, not mailing, constitutes filing and determines whether a petition has been timely filed. A petition filed late may be disallowed as untimely, unless good cause is shown for waiver under 220 CMR 1.01(4). To

be allowed, a petition under 220 CMR 1.03(1) must satisfy the standing requirements of G.L. c. 30A, § 10. All responses to petitions to intervene must be filed by the close of business (5:00 p.m.) on the second business day after the petition to intervene was filed.

All documents must be submitted to the Department in **.pdf format** by e-mail attachment to dpu.efiling@mass.gov and kerri.phillips@mass.gov. The text of the e-mail must specify: (1) the docket number of the proceeding (D.P.U. 21-75); (2) the name of the person or company submitting the filing; and (3) a brief descriptive title of the document. The electronic file name should identify the document but should not exceed 50 characters in length. Importantly, all large files submitted must be broken down into electronic files that do not exceed 20 MB. All documents submitted in electronic format will be posted on the Department's website through our online File Room as soon as practicable (enter "21-75") at: https://eeaonline.eea.state.ma.us/DPU/Fileroom/dockets/bynumber. In addition, one copy of all written comments and petitions to intervene should be emailed to the Company's attorneys, Meabh Purcell, Esq., at meabh.purcell@nationalgrid.com; Andrea G. Keeffe, Esq., at andrea.keeffe@nationalgrid.com; Cheryl M. Kimball, Esq., at ckimball@keeganwerlin.com; and Jessica Buno Ralston, Esq., at jralston@keeganwerlin.com.

At this time, a paper copy of the filing will not be available for public viewing at the Company's offices or the Department. The filing and all subsequent related documents, pleadings and/or filings submitted to the Department and/or issued by the Department will be available on the Department's website as referenced above as soon as is practicable. To the extent a person or entity wishes to submit comments or intervene in accordance with this Notice, electronic submission, as detailed above, is sufficient. To request materials in accessible formats for people with disabilities (Braille, large print, electronic files, audio format), contact the Department's ADA coordinator at DPUADACoordinator@mass.gov.

For further information regarding the Company's filing, please contact the Company's attorneys, identified above. For further information regarding this Notice, please contact Kerri DeYoung Phillips, Hearing Officer, Department of Public Utilities, at kerri.phillips@mass.gov.