

City of Fall River Massachusetts

Office of the City Clerk

RECEIVED

2018 MAR 23 P 1:44

ALISON M. BOUCHARD
CITY CLERK

MEETINGS SCHEDULED
CITY COUNCIL CHAMBER, ONE GOVERNMENT CENTER

CITY CLERK
FALL RIVER, MA

INÊS LEITE
ASSISTANT CITY CLERK

MONDAY, MARCH 26, 2018

5:15 P.M. COMMITTEE ON REAL ESTATE

6:15 P.M. COMMITTEE ON PUBLIC WORKS AND TRANSPORTATION OR IMMEDIATELY FOLLOWING THE COMMITTEE ON REAL ESTATE MEETING IF THAT MEETING RUNS PAST 6:15 P.M.

TUESDAY, MARCH 27, 2018

AGENDA

5:30 P.M. PUBLIC HEARINGS

Curb Removals

1. Paul Camara, 122 Huard Street, requests the removal of curbing as follows:

	Existing Driveway	Proposed Driveway Access	Existing To Be Replaced	Total Driveway Access
122 Huard Street	21' 9"	8' 6"	0'	30' 3"

The petitioner is requesting to extend the entrance south to continue his neighbor's curb removal on the north side of 140 Huard Street. The work does not impact utilities or signage, and does not impact on-street parking.

2. Jana and Justin Mercier, 325 S. Beacon Street, request the removal of curbing as follows:

	Existing Driveway	Proposed Driveway Access	Existing To Be Replaced	Total Driveway Access
325 S. Beacon Street	16'	11' 9"	0'	27' 9"

The petitioners have two existing driveway openings at 325 S. Beacon Street which total 27' 9". They are intending to pave on their property and put the 11' 9" opening into regular use for tenants living at the property. The work provides improved access to the existing lot and results in a minimal impact to on-street parking. The property owner is utilizing this process to formalize a preexisting grandfathered curb cut.

3. Manuel A. Mello, 83 Palmer Street, requests the removal of curbing as follows:

	Existing Driveway	Proposed Driveway Access	Existing To Be Replaced	Total Driveway Access
83 Palmer Street	16'	13' 4"	0'	29' 4"

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

One Government Center • Fall River, MA 02722

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

The petitioner is requesting to remove an additional 7' 6" south side of the driveway and 5' 10" from the north side of the existing 16' driveway opening on Wilbur Street. The proposed work improves access to off-street parking serving the property and does not significantly reduce on-street parking.

Pole Location

4. Massachusetts Electric Company and Verizon New England Inc. for one new pole location as follows:

Stafford Road

One (1) new pole location

National Grid requests to install a new mid span pole 26-50, 65 feet north of existing pole 27 and 50 feet south of existing pole 26. In accordance with Plan No. 20875359 dated March 1, 2018.

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

1. Citizen Input
2. *Loan Order – \$263,494,125 for the new B.M.C. Durfee High School (referred 3-27-18)
3. *Discussion re: Order for approval of funding for Memorandum of Agreement with Teamsters Local 251, Public Works Unit (see # 2 below)
4. *Discussion re: Financial transfer order of \$400,000 for Joint Labor Management Committee Award for the Fall River Police Association (see # 3 below)
5. *Resolution – Discuss winter snow plowing (tabled 1-23-18)

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

PRIORITY MATTERS

1. *Mayor and confirmation of appointments:
 - Council President Clifford Ponte to the Tax Increment Financing Board
 - Corporation Counsel Joseph I. Macy as Cable Television Agent
2. *Mayor and order for approval of funding for Memorandum of Agreement with Teamsters Local 251, Public Works Unit (see Finance # 3)
3. *Mayor and financial transfer order of \$400,000 for Joint Labor Management Committee Award for the Fall River Police Association (see Finance # 4)

PRIORITY COMMUNICATIONS

4. *Board of Election Commissioners – Official Results of March 6, 2018 Special Election

COMMITTEE REPORTS – None

ORDINANCES – None

RESOLUTIONS

5. *Committee on Economic Development and Tourism meet to discuss City's plan for Economic Development and if HUD funding needs to be returned

CITATIONS – None

ORDERS – HEARINGS

Curb Removals

6. Paul Camara, 122 Huard Street – total of 30'3" at 122 Huard Street
7. Jana and Justin Mercier, 325 S. Beacon Street – total of 27'9" at 325 S. Beacon Street
8. Manuel A. Mello, 83 Palmer Street – total of 29'4" at 83 Palmer Street

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

Pole Location

9. Mass. Electric Company and Verizon New England Inc. – One pole – Stafford Road

ORDERS – MISCELLANEOUS

10. Police Chief's report on licenses:
Taxicab Drivers:
Patrick Bourassa Shenai Cain-Blake David Justice
Bruce Shannon Holly Stets

Pool/Billiards License renewal:

W & L Enterprises d/b/a Rack-Em-Up Billiards at 129 Griffin Street
Robert and John Albin d/b/a Straight Shooters 288 Plymouth Avenue

Second Hand License renewals:

TVI, Inc. d/b/a Savers Thrift Store at 109 Mariano Bishop Boulevard
Game Stop, Inc. d/b/a Game Stop 6735 at 153 Mariano Bishop Boulevard
Patenaude Jewelers, Inc. at 1473 South Main Street

Second Hand and Pawnbroker License renewal:

Pawtucket Pawnbrokers Too, Inc. d/b/a New England Pawn, Inc. at 407 South Main Street

11. Transfer auto repair shop license no. 33 from Paul J. Amarello d/b/a Ray's Auto Sales, Inc. to John Barry Pacheco d/b/a Ray's Auto Repair at 707 Brayton Avenue
12. Auto Repair Shop license renewals:
Joseph Silva, Joe's Collision Center, Inc. at 170 Jefferson Street
Joseph Silva d/b/a Supreme Auto at 421 Third Street
Bayside Automotive, Inc. at 1904 Bay Street
13. Auto Body Shop license renewal:
Joseph Silva, Jo'es Collision Center, Inc. at 170 Jefferson Street

COMMUNICATIONS – INVITATIONS – PETITIONS

14. *Claims

City Council Committee/Meeting Minutes:

15. *Regular Meeting of the City Council – February 6, 2018

BULLETINS – NEWSLETTERS – NOTICES

16. Notice of Casualty and Loss at 1166 Wood Street
17. Notice of Casualty and Loss at 55-59 Haffards Street
18. Notice of Casualty and Loss at 1666 Robeson Street
19. Notice of Casualty and Loss at 169 Downing Street
20. Notice of Casualty and Loss at 30 Hirst Street #3


City Clerk

ITEMS FILED AFTER THE AGENDA WAS PREPARED:
CITY COUNCIL MEETING DATE: MARCH 27, 2018

COMMITTEE REPORTS

Committee on Ordinances and Legislation recommending:

All Readings with Emergency Preamble:

4a. *Proposed Traffic – Handicapped Parking

First Reading:

4b. *Proposed Ordinance – Traffic, Miscellaneous

4c. *Proposed Ordinance – Street Sweeping

4d. *Proposed Ordinance – Student Intern Apprentice

4e. *Proposed Ordinance – Administrative Assistant/Code Enforcement

First Reading, as amended:

4f. *Proposed Ordinance – Executive Administrative Assistant to the Chief of Police

Grant Leave to Withdraw:

4g. *Resolution – City wide street sweeping program

ORDERED: That the City of Fall River appropriate the sum of Two Hundred Sixty-Three Million, four hundred ninety-four thousand, one hundred twenty-five dollars (\$263,494,125) Dollars for the new B.M.C Durfee High School, 360 Elsbree Street, Fall River, MA 02720, which school facility shall have an anticipated useful life as an educational facility for the instruction of school children for at least 50 years, said sum to be expended under the direction of the School Building Committee, and to meet said appropriation the Mayor is authorized to borrow said sum under M.G.L. Chapter 44, or any other enabling authority; that the City of Fall River acknowledges that the Massachusetts School Building Authority's ("MSBA") grant program is a non-entitlement, discretionary program based on need, as determined by the MSBA, and any project costs the City of Fall River incurs in excess of any grant approved by and received from the MSBA shall be the sole responsibility of the City of Fall River; provided further that any grant that the City of Fall River may receive from the MSBA for the Project shall not exceed the lesser of (1) eighty percent (80%) of eligible, approved project costs, as determined by the MSBA, or (2) the total maximum grant amount determined by the MSBA; provided that any appropriation hereunder shall be subject to and contingent upon an affirmative vote of the City to exempt the amounts required for the payment of interest and principal on said borrowing from the limitations on taxes imposed by M.G.L. 59, Section 21C (Proposition 2½); and that the amount of borrowing authorized pursuant to this vote shall be reduced by any grant amount set forth in the Project Funding Agreement that may be executed between the City of Fall River and the MSBA, and

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

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

CITY OF FALL RIVER
IN CITY COUNCIL
MAR 15 2018

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



City of Fall River
Massachusetts
Office of the Mayor

Finance 2

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2018 MAR -8 P 3:53

JASIEL F. CORREIA II
Mayor

CITY CLERK _____
FALL RIVER, MA

March 8, 2018

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

RE: BMC Durfee High School of Fall River
Loan Orders

Dear Councilors:

Your approval is respectfully requested for the attached loan order for the sum of two hundred sixty-three million, four hundred ninety-four thousand, one hundred twenty-five dollars (\$263,494,125) Dollars for the new B.M.C Durfee High School. The expenditures for this project will be approved under the direction of the School Building Committee.

The Massachusetts School Building Authority's ("MSBA") approved on February 14th, 2018 a grant to the City of Fall River, MA in the amount not to exceed \$165,084,900 for the project. MSBA's reimbursement shall not exceed the lesser of (1) eighty percent (80%) of eligible, approved project costs, as determined by the MSBA, or (2) the total maximum grant amount determined by the MSBA.

The taxpayers voted on March 6, 2018 to fund the City's portion of this project through a debt exclusion. The debt exclusion increases the amount of property tax revenue a community may raise for a limited or temporary period of time in order to fund the project. My administration is fully committed to absorbing as much of the high school debt as possible within the operating budget.

Attached is the loan order. The language include therein has been approved by both Bond Counsel and MSBA.

Please call me if you need further information.

Respectfully,

Jasiel F. Correia II
Mayor

CITY OF FALL RIVER
IN CITY COUNCIL

MAR 15 2018

- a/c + placed on file

City of Fall River, In City Council

(Councilor Shawn E. Cadime)

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

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

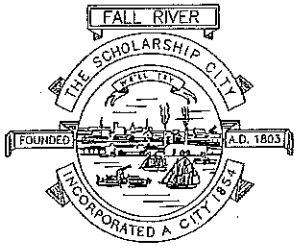
BE IT RESOLVED, that the Administration, Director of the Department of Community Maintenance, the Director of Streets and Highways, and representatives from MassDOT's Highway Division District 5 office be invited to a future meeting of the Committee on Finance to discuss any funding concerns with the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

CITY OF FALL RIVER
IN CITY COUNCIL

JAN - 9 2018

*Referred to the Committee
on Finance, as amended*

*1-23-18
tabled*



City of Fall River
Massachusetts
Office of the Mayor

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2018 MAR 20 A 11: 52

CITY CLERK _____
FALL RIVER, MA

JASIEL F. CORREIA II
Mayor

March 20, 2018

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

RE: Tax Increment Financing Board

Mr. President and Members of the Honorable Council:

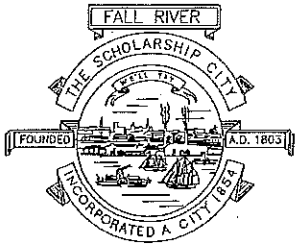
I hereby request the confirmation of the City Council for the following appointment:

Clifford Ponte
City Council President
1217 Meridian Street
Fall River, MA 02720

As a member of the Tax Increment Financing Board commencing on 03/20/2018.

Thank you for your favorable consideration in this regard.

Jasiel F. Correia II
Mayor



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

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2018 MAR 22 P 2: 08

JASIEL F. CORREIA II
Mayor

CITY CLERK _____
FALL RIVER, MA

March 22, 2018

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

RE: Cable Television Agent Board

Mr. President and Members of the Honorable Council:

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

Joseph I. Macy
1219 Highland Avenue
Fall River, MA 02720

As a member of the Cable Television Agent Board commencing on 03/22/2018.

Thank you for your favorable consideration in this regard.

Jasiel F. Correia II
Mayor

2



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

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2018 MAR 22 P 3:28

JASIEL F. CORREIA II
Mayor

CITY CLERK _____
FALL RIVER, MA

March 22, 2018

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

RE: Teamsters Local 251, Public Works Unit Memorandum of Agreement (MOA)

Dear Honorable Council Members:

As part of our ongoing efforts to reorganize the Department of Community Maintenance for an expanded capacity to do street sweeping and pothole and sidewalk repair, my Administration has negotiated a contract amendment with Teamsters Local 251 to establish specialized work crews within the Streets and Highways and Solid Waste Divisions. This reorganization will enable us to establish trained work crews for Asphalt and Concrete work as well as Street Sweeping. This MOA is designed to provide increased hourly rates of pay for employees with specialized licenses and field training. The Agreement will incentivize employees to upgrade their qualifications to better meet the needs of the Department and the residents and businesses we serve.

Implementation of the new crew structure will proceed upon approval of the MOA by the City Council. We estimate the new rates will increase annual salary expenses by approximately \$60,000. However, these increases for FY2018 can be absorbed within the current Budget and no transfer of funds will be required to implement these new rates of pay.

As the Spring season has arrived, we are anxious to implement this reorganization and respectfully request your prompt approval of this MOA. The Administration thanks the members of Teamsters Local 251 for the partnership we have forged in transitioning our DCM into a skilled, public works division within city government.

Best Regards,

Jasiel F. Correia II
Mayor

City of Fall River, *In City Council*

2

ORDERED, that the funding of the cost items contained in the attached Memorandum of Agreement between the City of Fall River and the Teamsters Local 251, Public Works Unit is hereby approved.

2

MEMORANDUM OF AGREEMENT
BETWEEN THE
CITY OF FALL RIVER MASSACHUSETTES
AND THE
TEAMSTERS LOCAL 251, PUBLIC WORKS UNIT

For good and valuable consideration, each to the other given, the City of Fall River (“City”) and Teamsters Local 251 (“Union”) hereby agree as follows:

WHEREAS, the City of Fall River, MA (“the City”) and Teamsters Local 251 (“the Union”) are parties to a Collective Bargaining Agreement dated July 1, 2016 – June 30, 2019 (“the Contract”);

WHEREAS, the Union and the City agree that trash collection is not currently a primary function of the DPW.

WHEREAS, the Union and the City, both agree that the current future plans of the Fall River DPW will require reorganization and the addition of skilled labor positions which do not exist in the current Contract.

NOW THEREFORE, be it known that the Union and the City have negotiated in good faith and mutually agree to the following terms and conditions:

1. There shall be 6 specific crews employed at the DPW. They are as follows:

1. A Concrete crew of 8 separated into 2 sub crews of 4
2. An Asphalt crew of 8 separated into 2 sub crews of 4
3. A Sweeping crew of 3.
4. An Enforcement crew of 4.
5. A Lewiston Street Task crew of 8.
6. A Landscaping crew of 8.

All newly created positions as well as the following crews and hourly rates shall be posted for a period of seventy-two (72) hours and bid upon by seniority, as defined in the Collective Bargaining Agreement:

1. Concrete Laborer without CDL: Hourly Rate: **\$20.35**
(a) Concrete Laborer with CDL: Hourly Rate: **\$21.75**
2. Asphalt Laborer without CDL: Hourly Rate: **\$20.35**
(a) Asphalt Laborer with CDL: Hourly Rate: **\$21.75**
3. Concrete/ Asphalt Crew Working Foreman without CDL: Hourly rate: **\$22.00**
(a) Concrete/ Asphalt Crew Working Foreman with CDL: Hourly rate: **\$23.40**

- a. The parties agree to add an additional \$1.00 per hour for any member working in any crew that holds and maintains an excavator operator license.
- b. The parties further agree to add an additional \$1.00 per hour for the operator of the backhoe/front end loader.
- c. The parties further agree to add an additional \$1.00 per hour to any member holding a passenger endorsement while performing charter trips driving the trolley.
- d. All aforementioned increases shall take effect upon execution of this agreement and assignment to respective positions.
- e. The positions referred to in Section 1 shall be posted for a period of three (3) working days. Members with winning bids shall enter a 90 day evaluation period and shall meet with the Union Business Agent, their Steward as well as their direct Supervisor to discuss progress, and develop a clear plan to ensure proficiency in all aspects of the job duties. Member shall have the right to self-demote themselves during the first 30 days (of the 90 day evaluation period) to only the Lewiston Street Task Crew and the Landscaping Crew. Failure to perform the duties of the newly created positions shall result in progressive discipline upon completion of the 90 day probationary period.
- f. The City will require proof of valid licenses/endorsements on October 1st of each calendar year. Failure to show proof of valid licenses or endorsements, shall result in loss of additional \$1.00 per hour and the hourly rate will drop to non CDL rate prohibiting employee from operating equipment.

2. Employees who are on the Sweeping Crew and are not required to have a CDL, and employees' who are part of crews 4 through 6 and secure a CDL shall get an additional \$1.00 per hour.

3. The parties agree that this Agreement is the product of a collaborative and joint drafting effort such that in the event this Agreement contains any ambiguity, such ambiguity shall not be construed against any party.

4. The parties agree that this Memorandum of Agreement is without practice or precedent as to any other pending or future matter or issue between these parties and this Agreement will not be used as evidence in any other proceeding by either party except to enforce the terms and conditions of this Agreement.

WHEREFORE, the parties to this Agreement have read all of its terms and conditions and finding each to be fair and reasonable due hereby execute this document of their own free act and deed.

MEMORANDUM OF AGREEMENT

CITY OF FALL RIVER, MA

TEAMSTERS LOCAL 251

Jasiel F. Correia, Mayor Date:

Paul Santos, Date:
President, Teamster, Local 251

Cathy Ann Viveiros, Date:
City Administrator

Nick T. Williams, Date:
Business Agent, Teamsters Local 251

Jeffrey Little, Date:
DCM Director

Joseph I. Macy, Date:
Corporation Council



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

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2018 MAR 22 P 3:28

CITY CLERK _____
FALL RIVER, MA

JASIEL F. CORREIA II
Mayor

March 22, 2018

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

RE: Joint Labor Management Committee Award
Fall River Police Association

Dear Honorable Council Members:

A decision was received on March 6, 2018 from the Joint Labor Management Committee regarding the arbitration between the Fall River Police Association, MASSCOP, Local 1854 and City of Fall River. The Award must be submitted to the City Council by April 5, 2018 in accordance with the following:

Chapter 589 of the Acts of 1987, the act that governs the JLMC:

The employer shall submit to the appropriate legislative body within thirty days after the date on which the decision or determination is issued a request for the appropriation necessary to fund such decision or determination, with his recommendation for approval of said request. Notwithstanding the foregoing, where the legislative body is a town meeting, such request shall be made to the earlier of (i) the next occurring annual town meeting, or (ii) the next occurring special town meeting. The employer and the exclusive employee representative shall support any such decision or determination in the same way and to the same extent that the employer or the exclusive employee representative, respectively is required to support any other decision or determination agreed to by an employer and an exclusive employee representative pursuant to the provisions of said chapter one hundred and fifty E of the General Laws. If the municipal legislative body votes not to approve the request for appropriation, the decision or determination shall cease to be binding on the parties and the matter shall be returned to the parties for further bargaining. The committee may take such further action as it deems appropriate, including without limitation, inquiring as to the municipal legislative body's vote.

The Administration is providing an Appropriation Order to accompany this Award in the amount of \$400,000 to cover the cost of the retroactive payments for the 2% base wage increase and weekend shift differential, which increases are effective July 1, 2017. This appropriation will also provide funding for these items for the balance of Fiscal Year 2018.

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

Best Regards,



Jasiel F. Correia II
Mayor

City of Fall River, *In City Council*

March 27, 2018

1

ORDERED:

That the sum of \$400,000 be, and the same is, hereby appropriated for the POLICE, SALARIES from the GENERAL FUND FREE CASH.

FY18 Appropriation/Transfer Number Analysis

Line	Original/Revised Appropriation	Amount Transferred	Adjusted Balance
General Fund Free Cash	\$ 4,056,163.00	\$ (400,000.00)	\$ 3,656,163.00
POLICE, Salaries	\$ 19,990,275.00	\$ 400,000.00	\$ 20,390,275.00

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



Jennifer Argo, City Auditor
March 27, 2018

RECEIVED

2018 MAR 22 P 1:21

CITY CLERK
FALL RIVER, MA

COMMONWEALTH OF MASSACHUSETTS
JOINT LABOR MANAGEMENT COMMITTEE

IN THE MATTER OF
INTEREST ARBITRATION
BETWEEN

FALL RIVER POLICE ASSOCIATION
MASSCOP, LOCAL 1854

-AND-

CITY OF FALL RIVER

JLMC-16-5556

AWARD

A. CONTRACT DURATION; ARTICLE XXIV

The collective bargaining agreement will have a duration of July 1, 2015 through June 30, 2018.

B. WAGES; ARTICLE XIX

(1) Effective July 1, 2017, a 2.0% across-the-board wage increase applied to all steps and columns of the Complete Base Salary Rates in effect on June 30, 2017.

C. WAGE STEPS

Status Quo, except as increased by the 2% across-the-board wage increase effective July 1, 2017.

D. GRIEVANCE PROCEDURE; ARTICLE XV

Grievances shall be presented within fifteen (15) work 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 representatives of the parties having the authority to do so.

E. HOLIDAYS; ARTICLE VII

Status Quo.

F. FURLOUGHS (VACATIONS); ARTICLE XIV

Status Quo.

G. LEAVES OF ABSENCE; ARTICLE X

Status Quo.

H. QUINN BILL; ARTICLE XXII

Status Quo.

I. NIGHT SHIFT DIFFERENTIAL; ARTICLE XIX

Status Quo.

J. SICK LEAVE; ARTICLE XXIII

Status Quo.

K. WEEKEND DIFFERENTIAL


Effective July 1, 2017, Police Officers working a weekend shift between the hours of 4:00 pm Friday through 8:00 am Monday receive a 5% weekend differential applied to their complete base pay as defined in Article XIX, Night Shift Differential. Such weekend 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 for pension/retirement purposes. Police Officers eligible for the Night Shift Differential shall receive it for weekend night shift work (First and Last Watch) in addition to the Weekend Differential.

I dissent on weekend differential.

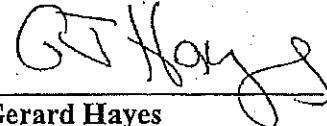
I dissent on KSES



John Nelson
Union Representative



Richard Boulanger, Esq.
Chairman and Neutral Panelist



Gerard Hayes
Management Representative

Dated: 03/02/18

Dated: 3/2/18

Dated: March 2, 2018

I. INTRODUCTION

The Joint Labor-Management Committee (JLMC) interest arbitration panel (panel) is composed of Union Representative, John Nelson; Neutral Panelist and Chairman, Richard Boulanger, Esq.; and City Representative, Gerard Hayes. The panel was appointed by the JLMC to resolve a contract dispute between Fall River Police Association, MASSCOP, Local 1854 ("Union") and the City of Fall River ("City"). The parties submitted the following issues at the hearing: Duration; Wage Increase; Wage Steps; Grievance Procedure; Holidays; Furloughs (Vacations); Leaves of Absence; Quinn Bill; Night Shift Differential; Sick Leave; and Weekend Differential.

The interest arbitration hearing was held on November 29, 2017 at the Fall River City Hall, Fall River, Massachusetts.

The Union was represented by Ms. Susan Horwitz, Esq.. Union President Michael Perreira and Union Treasurer, Peter Daluz were called as witnesses by the Union.

Mr. John Clifford, Esq. represented the City. City Administrator Cathy Ann Viveiros was called as a witness by the City.

The parties were given full opportunity to present evidence and make arguments.

In formulating its arbitration Award, the panel considered the following provisions of c.589 of the Acts of 1987:

Such an award shall be consistent with: (i) section twenty-one C of chapter fifty-nine of the General Laws, and (ii) any appropriation for that fiscal year from the fund established in section two D of chapter twenty-nine of the General Laws.

The financial ability of the municipality to meet costs.

The commissioner of revenue shall assist the committee in determining such financial ability. Such factors which shall be taken into consideration shall include but not be limited to: (i) the city, town, or district's state reimbursements and assessments; (ii) the city, town or district's long and short term bonded indebtedness; (iii) the city, town or district's estimated share in the metropolitan district commission's deficit; (iv) the city, town or district estimated share in the Massachusetts Bay Transportation Authority's deficit; and (v) consideration of the average per capita property tax burden, average annual income of members of the community, the effect any accord might have on the respective property tax rates on the city or town.

The interests and welfare of the public.

The hazards of employment, physical, educational and mental qualifications, job training and skills involved.

A comparison of wages, hours and conditions of employment of the employees involved in the arbitration proceedings with the wages, hours and conditions of employment of other employees performing similar services and with other employees generally in public and private employment in comparable communities.

The decisions and recommendations of the factfinder, if any.

The average consumer prices for goods and services, commonly known as the cost-of-living.

The overall compensation presently received by the employees, including direct wages and fringe benefits.

Changes in any of the foregoing circumstances during the pendency of the dispute.

Such other factors, not confined to the foregoing, which are normally or traditionally taken into consideration in the determination of wages, hours and conditions of employment through voluntary collective bargaining, mediation, factfinding, arbitration or otherwise between parties, in the public services or in private employment.

The stipulation of the parties.

In formulating its Award, the panel applied all of the statutory elements to the evidence. The panel reviewed and applied relevant internal and external comparability data to the parties' issues. It also considered the City's ability to pay for the Award's financial aspects. In light of the evidence submitted, the majority of the panel concludes that the awarded proposals are justified, and that the City has the requisite ability to pay for the financial components of the Award, as discussed in more detail below. The terms of the parties' July 1, 2012 to June 30, 2015 collective bargaining agreement shall remain in effect in the July 1, 2015 through the June 30, 2018 contract, except as modified herein by the panel, or by the parties.

Based on the lack of operational justification, and the City's limited ability to pay for compensation increases, the City's proposals to modify contractual leaves (Sick Leave, Leaves of Absence, Furloughs (Vacations) are not awarded by the panel. Similarly, based on the lack of internal/external universe justification, and the City's limited ability to pay, the Union's Night Shift Differential, Wage Steps, Quinn Bill, and Holiday proposals are not awarded. The City's grievance initiation proposal was awarded by the panel as it makes sound labor relations sense to include such a filing restriction in the grievance procedure, and such limitations are common in collective bargaining agreements. In addition to a 2% wage increase effective July 1, 2007, the Union's proposal to add a weekend differential is awarded by a majority of the panel based on

internal public safety justification, and the City's ability to pay.

II. FINDINGS AND OPINION

A. CONTRACT DURATION; ARTICLE XXIV

1.) The predecessor contract had a July 1, 2012 to June 30, 2015 term.

2. CITY:

The City seeks a July 1, 2015 through June 30, 2018 collective bargaining agreement.

3.) UNION:

The Union seeks a July 1, 2015 through June 30, 2018 contract.

4.) DISCUSSION:

Both parties propose a three (3) year agreement from July 1, 2015 through June 30, 2018.

5.) AWARD

The collective bargaining agreement will have a duration of July 1, 2015 through June 30, 2018.

B. WAGES; ARTICLE XIX

1.) The parties negotiated the following wage increases for the period July 1, 2012 through June 30, 2015:

- July 1, 2012 – 2.5%
- July 1, 2013 – 2.5%
- July 1, 2014 – 2.5%

2.) UNION PROPOSAL:

The Union proposes the following wage increase for the period July 1, 2015 through June 30, 2018:

- July 1, 2015 – 3% wage increase;
- July 1, 2016 – 3% wage increase;

July 1, 2017 – 3% wage increase;

3.) **CITY COUNTER-PROPOSAL:**

In the 2015-2018 collective bargaining agreement, the City proposes the following wage increase:

- July 1, 2015 – 0.0% wage increase;
- July 1, 2016 – 0.0% wage increase;
- June 30, 2018 – 2.0% wage increase;

4.) **DISCUSSION:**

The Union argues that the dangers and risks of City law enforcement work, as well as internal and external comparability data justify its cost-of-living increase proposal, and that the City has an ability to pay for same. The Union also points to CPI increases as justification for the Union's wage increase proposals. (See Union Exhibit #17 and City Exhibit #20.) The City contends that internal and external universe data support its wage increase offer, and that it cannot afford the Union's proposal which has two (2) years of retroactive pay for which there is no appropriation. The lack of wage increases in FY16 and FY17 avoided employee layoffs, according to the City. The panel's wage increase award mirrors that negotiated by the City, and most of its unions for the contract period July 1, 2015 to June 30, 2018, including the Firefighters union. (See City Exhibits #11a-#11c, #17 and (See Union Exhibits #5-#10.) It is the City's limited ability to pay, and not the justification for the wage increases, which leads to a majority of the panel's acceptance of the City's wage increase pattern.

a.) **JUSTIFICATION**

City Police Officers' workload and risks are formidable. City Police Officers are presented with varied and challenging hazards and dangers as they protect citizens, visitors and

their property. (See City Exhibit #9 and Union Exhibits #12a-#12d.) The Opiod crisis has added to the risk and dangers of City law enforcement work requiring Police Officers to regularly administer "Narcan" to overdose victims. (See Union Exhibits #3D and #12d.) The risks and hazards of City Police work justify reasonable and fair compensation. To satisfy that standard, the panel must scrutinize internal public safety (Firefighters), other City bargaining unit, and universe Police Officer total compensation, and compare it to City Police Officer compensation. While salaries are the largest component of employee compensation, the total allotment of benefits must also be considered. The reason that a comparable salary base does not necessarily result in competitive compensation is that other financial benefits may result in higher or lower comparative total compensation figures when combined with base salaries, augmented by wage increases.

i.) **INTERNAL PUBLIC SAFETY COMPARABILITY DATA;**

The Union argues that the Firefighters increased their compensation by 8.1% in the FY15-FY18 contract period. (See Union Exhibit #5b.) However, it includes Opiod Awareness Training stipends for which Police Officers received personal leave. The Union's Firefighter comparability data shows that total Firefighter compensation at five (5) years of seniority exceeds that of a Police Officer. (See Union Exhibits #5c and #19.) Significantly, however, the statistics exclude the Quinn Bill benefit. (See Union Exhibit #5c.) The City contends that comparing a ten (10) year Firefighter's compensation to that of a ten (10) year Police Officer as of June 30, 2017, without factoring in the Quinn Bill benefit, discloses that a Firefighter's annual base salary is \$682 greater than that of a Police Officer. (See City Exhibits #14 and #16.) However, when Police Officers' Quinn Bill benefits are added to their salaries, Police Officers

earn more by up to 11.08% more salary than Firefighters at the Master's Degree level. (See City Exhibit #16.) It is clear that when Police Officer Quinn Bill benefits are included in total compensation, Police Officers' total compensation exceeds that of Firefighters' total compensation.) (See Union Exhibit #5c and City Exhibit #16.) Furthermore, Police Officer vacation benefits provide more leave than that available to City Firefighters. (See City Exhibit #16.)

The Union asserts that not only should Firefighter compensation be reviewed as part of an internal public safety analysis, but so too should the City's EMS workforce be included. The Union points to wage increases to EMS-Paramedics that were in excess of the City-wide wage pattern as evidence that the City has an ability to pay beyond the City-wide wage pattern (0%-FY16; 0%-FY17; 2%-FY18). (See Union Exhibits #7a-#7d, #19 and City Exhibit #12.) The City argues that it had difficulty recruiting and retaining EMS-Paramedics, and needed to boost their salary base in order to maintain revenue viability. Without the EMS-Paramedics, the City would not be able to run its ambulances, losing revenue which would then be earned by mutual aid EMS communities in operating the ambulances. The Union also points to the re-classification of City Water and Sewer Department employees that led to wage increases up to 40% of their base salaries. (See Union Exhibits #6a-#6d and City Exhibit #27.) The City argues that City Water and Sewer Department employees and EMS-Paramedics were paid significantly below comparable workers before the salary upgrades. In any event, the EMS-Paramedic and Water and Sewer Department employees were both paid far less than Police Officers, according to the City.

It is clear that in reaching contracts with Water and Sewer Department, and EMS-

Paramedic employees that the City exceeded the City-wide municipal wage pattern. It is important to point out that both the Water and Sewer Department, and EMS-Paramedic units are funded by Enterprise accounts that generate revenue from which their salaries are paid, unlike Police Officers, Firefighters, DPW employees, and others, whose wages must be budgeted and annually financed by general revenues, including residential real estate tax receipts, which are low when compared to universe cities and towns. The Union also argues that the wage increase negotiated by the Teachers Union (Fall River Educators Association) and the Fall River School Committee exceed the City-wide municipal wage pattern. (See Union Exhibit #11.) However, the School Committee has considerable autonomy in its budgetary spending. Furthermore, the panel was not supplied comparability data to assess those wage increases.

The Union also relies on the City's salary increase to City Administrator Cathy Ann Viveiros whose annual salary was boosted by approximately \$27,000 in new compensation. The Union also points to a \$40,000 increase in the salary of Mary Sahady, the City's Financial Services Director. The City objected to the Union's introduction of newspaper articles which reflect the salary increases to Ms. Viveiros and Ms. Sahady because they were submitted with the Union's post-hearing brief, and the City did not have an opportunity to respond to them. The Union counters that the information is fair game in an interest arbitration case. According to the Union, the increases are relevant in the same fiscal year that Police Officers are seeking a 3% cost of living adjustment, and the City claims an inability to pay.

Over the City's objection, a majority of the panel comments that the salary increases to Ms. Viveiros and Ms. Sahady are not dispositive of Police Officers' wage increases, or the City's ability to pay for Police Officers wage adjustments. According to the newspaper article, a market

survey of City Administrator compensation was undertaken by the City. The research disclosed that even with the increases, Ms. Viveiros was underpaid, according to the City's Mayor. It is worthy of note that Ms. Sahady's salary was increased because her part-time work hours were increased to full-time employee status. The panel acknowledges that by such compensation increases the City created a public relations issue with the Union. However, we have no comparability data to assess salary increases to Ms. Viveiros and Ms. Sahady. Furthermore, funding the salary adjustments for Ms. Viveiros and Ms. Sahady is considerably less expensive than financing a wage increase for approximately one hundred seventy (170) Police Officers. By themselves, the salary adjustments granted to Ms. Viveiros and Ms. Sahady do not support the City's ability to pay a wage increase above 2% effective July 1, 2017 for City Police Officers.

ii.) **EXTERNAL COMPARABILITY DATA;**
POLICE OFFICER UNIVERSE COMPENSATION

The City's universe is comprised of the communities of Attleboro, New Bedford, Taunton, Brockton and Plymouth. (See City Exhibits #15 and #18.) The Union proposes a universe consisting of the City's universe, and the cities of Lowell, Springfield, and Everett. (See Union Exhibit #18.) The City's universe is appropriate, as all communities are geographically located in Southeastern, Massachusetts, and all are cities except Plymouth, a large town. Additionally, most of them have roughly the same population size as Fall River, and share other demographics. The City of Everett is a greater Boston community, typically reflecting a higher compensation factor than the South Coast region. The City of Springfield is located in the western part of the Commonwealth, and as the third largest city in the Commonwealth, its Police Officer compensation cannot be used to evaluate the City's Police Officer wage and benefit

rates. The City of Lowell is a Merrimack Valley community that is geographically distinct from the City with a traditionally distinguishable wage and benefit track vis á vis the City.

The City contends that as to base salaries, City Police Officers compare favorably with their universe counterparts, exceeding the average. (See City Exhibit #15.) The City also argues that in addition to favorable base salaries, Police Officers' vacation and sick leave benefits considerably outdistance those paid leaves in universe communities. It is clear from the evidence that the City's three (3) year wage increase offer to the Union is lower than those increases granted in universe communities. (See Union Exhibit #18B.) However, City Police Officers are competitively compensated relative to universe Police Officers, including Quinn Bill benefit base salaries, night shift differential, uniforms, longevity and proficiency, and they lead the pack in vacation and sick leave. (See City Exhibit #15 and Union Exhibit #18A.) In FY16, the City Police Officers exceeded the universe average in base salaries by 3.99% at the first step, 3.53% at the third step and 2.80% at the last step. (See City Exhibit #15.) However, with no wage increase in FY16 and FY17, as contrasted with universe communities, that competitive standing is likely to decline. Consequently, in the next round of bargaining, the parties will be required to assess the universe ranking resulting from the limited (2%) wage increase applied to City Police Officers' base salaries in the period 2015-2018.

A majority of the panel find that a 2% wage increase effective July 1, 2017 is justified by the evidence including internal and external comparability data.

b.) ABILITY TO PAY

i.) COSTS

The City calculated the cost of Union's annual 3% wage increase proposal at \$886,619.

(See City Exhibit #22.) Together with other benefit cost items, the total cost of the Union's three (3) year proposal is \$1,791,514 or 16% of the Police Department budget (See City Exhibit #22.)

ii.) CITY FINANCES

The evidence reveals that the City faced significant financial challenges in the contract period encompassing FY16-FY18. (See City Exhibit #10.) A community in such financial straits simply does not have the ability to pay for the Union's financial proposals, including an un-compounded 9% wage increase over the FY16 through FY18 period. In FY16, the first year of the contract, the City received a substandard A₃ bond rating from Moody's, and a deficient A- bond rating from Standard and Poors. (See City Exhibit #6.) In the Moody's report dated January 23, 2017, the half-way point in the July 1, 2015 to June 30, 2018 collective bargaining agreement, Moody's deleted the City's negative outlook attributed to the City in earlier ratings, but voiced the following concerns:

Rating Outlook:

The negative outlook has been removed due to the modest operating surplus at the end of fiscal 16. We expect the implementation of zero-based budgeting to stabilize the financial position over the near term while still maintaining very low reserve levels. Operations of the City will remain challenged and any material change in other credit factors could negatively pressure the overall rating if the financial position does not improve over time. (See City Exhibit #6.)

Moody's commented as follows concerning the A₃ rating:

The A₃ underlying rating reflects a limited financial position with very narrow reserves that is expected to remain stable but struggle to improve over the near term. The rating also incorporates the sizeable tax base with below average income levels and outsized poverty rates, a high debt burden, and large pension liability. (See City Exhibit #6.)

As to the Moody's and Standard and Poor's bond ratings, the City was the lowest of the universe communities. (See City Exhibit #18.) As regards single family tax bills in 2017 and per

capita income in 2014, the City was the lowest of universe cities and towns. (See City Exhibit #18.) In FY17, , the second year of the contract, the City was 16.66% below the universe average in tax levy. (See City Exhibit #18.) Relative to State Aid in FY17, the City was 35.83% above the universe average. While the City's anticipated real estate tax revenues were 36.1% of the FY18 budget, State Aid is 53.0% of that budget, underscoring the City's dependence on non-property tax revenues. (See City Exhibit #8.) According to Ms. Viveiros, the unfunded OPEB liability is \$507,000,000. (See City Exhibit #23.) Ms. Viveiros also testified that the City's unfunded pension liability is \$344,000,000. (See City Exhibit #24.) Nevertheless, despite its poor financial standing, the City's Police Department budget is 32% above the universe average. (See City Exhibits #9 and #18.)

As regards the FY16 Stabilization Fund, the City was 86% below the universe average, and the lowest of all universe communities. (See City Exhibit #18.) The City's FY16 Stabilization Fund was \$1,084,478, 86.32% below the universe average of \$7,925,406. (See City Exhibit #18.) Stabilization Fund finances are typically not used for recurring operating costs:

Massachusetts communities are permitted by M.G.L. Chapter 40, Section 5B, to set aside money each year to be held in a Stabilization Fund in order to provide for emergencies and unforeseen expenses. The Stabilization Fund is the City's main reserve fund designed to provide financial stability for the City, while improving the City's credit worthiness and flexibility. (See Union Exhibit #14A.)

The Mayor's FY18 Budget Report to the City Council indicated that the Stabilization Fund had grown to \$4,010,548. (See City Exhibit #8.)

Significantly, the City's recent Free Cash figures were as follows: FY14 - \$3,414,993; FY15 - \$3,961,620; FY16 - \$3,930,309; and FY17 - \$5,195,610, from 51.5% in FY14 to 27.86% in FY17 below the average of its universe. (See City Exhibit #19.) The universe Free Cash

averages were as follows: FY14 - \$7,042,022; FY15 - \$6,255,875; FY16 - \$6,530,491, and FY17 - \$7,202,571. (See City Exhibit #19.)

The Commonwealth's Department of Revenue (DOR) defines Free Cash as follows:

Free cash is a revenue source that results from the calculation, as of July 1, of a community's remaining, unrestricted funds from its operations of the previous fiscal year based on the balance sheet as of June 30. It typically includes actual receipts in excess of revenue estimates and unspent amounts in departmental budget line items for the year just ended, plus unexpended free cash from the previous year. (See City Exhibit #8.)

While DOR recommends that Free Cash not be depleted in any fiscal year, its existence, as here, underscores the financial health of a community. The FY17 and FY18 Free Cash amounts certainly indicate that the City cannot afford the Union's financial proposals, one of which is the annual 3% cost-of-living increases. While the Stabilization Fund can be used for any lawful purpose, disbursements from it for operating expenses are frowned upon by municipal managers. However, such an argument regarding Free Cash utilization for compensation increases is not persuasive, as one of its sources is departmental surpluses. As Free Cash emanates in part from balances in budgeted Departmental line items, including salaries, it is appropriate to fund compensation increases from Free Cash. While the City proposes a 2% wage increase on the last day (June 30, 2018) of the three (3) year collective bargaining agreement, it cannot dispute that it has an ability to pay for the 2% wage increase beginning on July 1, 2017.

Based on the panel's review of the evidence, a majority of the panel finds that the City has an ability to pay for a 2% general wage increase effective July 1, 2017, and that it is justified.

5.) AWARD

- (1) Effective July 1, 2017, a 2.0% across-the-board cost-of-living increase applied to all steps and columns of the Complete Base Salary Rates in effect on June 30, 2017.

C. WAGE STEPS

1.) The contractual wage step plan has five (5) steps:

Complete Base Salary Rates
Bi-weekly

Step	7/1/13	7/1/14 (+2.5%)
1	1833.26	1879.09
2	1914.22	1962.08
3	1995.17	2045.05
4	2048.15	2099.35
5	2101.02	2153.55
5yr	2139.08	2192.56
10yr	2158.10	2212.05
15yr	2179.26	2233.74
20 yr	2290.61	2347.88
25 yr	2317.00	2374.93
28yr	2361.00	2420.03

For Officers who have completed probationary period
And qualified for \$200 proficiency pay

Step	7/1/14 (+2.5%)+\$200
1	1886.75
2	1969.74
3	2052.71
4	2107.01

2.) **UNION PROPOSAL:**

The Union proposes the following terms:

Amend the Salary Schedule by deleting Step 1 and moving all steps up. Add 5% to the current 28 year step to create the new 28 year step.

3.) **CITY COUNTER-PROPOSAL:**

The City rejects the Union's proposal as unjustified, and not affordable.

4.) DISCUSSION:

a.) JUSTIFICATION:

City Police Officers have a five (5) step pay plan. (See Union Exhibit #3B.) Firefighters have a similar five (5) step pay plan. (See Union Exhibit #5A.) Similarly, universe communities have between five (5) and seven (7) step pay plans. (See Union Exhibit #18a.) Consequently, there is no justification to alter the step pay plan.

b.) ABILITY TO PAY:

The City argues that the cost of that portion of the Union's proposal to increase the maximum step alone is \$151,010 annually. (See City Exhibit #22.) The cost of the added step is not within the City's ability to pay as discussed in more detail above.

5.) AWARD

Status Quo.

D. GRIEVANCE PROCEDURE; ARTICLE XV

1.) Article XV §1 includes the following terms:

Grievances shall be first presented by the employee and/or the Association to the Deputy of Operations and/or to the Deputy of Administration depending on assignment.

2.) CITY PROPOSAL:

The City proposes the following terms:

Existing language, Article XV, Grievance Procedure (p.21), Section 1. "Step 1. Grievances shall be first presented by the employee and/or the Association to the Deputy of Operations and/or to the Deputy of Administration depending on assignment. Proposal to [insert: Grievances shall be presented within five (5) days of the occurrence(s) giving rise to the grievance].

3.) UNION COUNTER-PROPOSAL:

Status quo, or a minimum thirty (30) day initiation requirement.

4.) DISCUSSION

A grievance initiation deadline is appropriate to put the City on notice of its potential contract breach with financial or other consequences. It allows the parties to timely gather facts, interview witnesses, when memories are fresh, and assess the strengths and weaknesses of the claim. However, a five (5) day filing obligation is restrictive, while a thirty (30) day limitation period is liberal. A fifteen (15) working day requirement is reasonable, allowing for work schedules, leaves, etc..

5.) AWARD

Grievances shall be presented within fifteen (15) work 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 representatives of the parties having the authority to do so.

E. HOLIDAYS; ARTICLE VII

1.) The Holiday article is as follows:

Section 1. Defined the following shall be considered holidays for the purpose enumerated below:

- | | |
|------------------------|------------------|
| New Year's Day | Independence Day |
| Martin Luther King Day | Labor Day |
| Presidents' Day | Columbus Day |
| Good Friday | Veterans Day |
| Police Memorial Day | Thanksgiving Day |
| Patriot's Day | Christmas Day |
| Memorial 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 simple base weekly compensation, including Quinn Bill benefits, guaranteed. Effective July 1, 2011 the holiday pay will be computed on the complete base instead of the simple base compensation.

Section 3. Each employee shall also receive for New Year's Day, Martin Luther King Day, Presidents' Day, Good Friday, Police Memorial Day, Patriot's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, 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 complete base weekly compensation, including Quinn Bill benefits, guaranteed.

2.) **UNION PROPOSAL:**

New Section 4 — Any officer who works shift between 12:01am and 11:59pm on a holiday, on the actual calendar day, will receive an additional 1/2 day's pay for any shifts on the calendar day of the holiday.

3.) **CITY COUNTER-PROPOSAL:**

Status quo.

4.) **DISCUSSION**

As to Holiday compensation, Article VII §2 provides: " in addition to his regular weekly compensation, an additional day's pay, computed on one-fifth of his simple base weekly compensation, including Quinn Bill benefits, guaranteed." Section 3 requires payment of a half day's pay for the Holidays in addition to regular compensation, and the payment of one (1) day's pay specified in Section 2. The cost of the Union's proposal is \$188,272.43, according to the City. (See City Exhibit #22.) While we acknowledge the Union's argument that there does not seem to be an Article VII provision for the payment of actual work on a holiday, there is no justification for the proposal in light of internal/external universe comparisons. (See City Exhibit

#15.) Based on the internal and external universe comparisons, Police Officers are adequately compensated for holidays.

5.) AWARD

Status quo.

F. FURLOUGHS (VACATIONS); ARTICLE XIV

1.) Article XIV contains the following pertinent provisions:

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.

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	One (1) extra day per year

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	One (1) extra day per year

2.) CITY PROPOSAL:

The City proposes the following:

Reduced Schedule for new hires:

6 months to 5 years	10 days
5 years to 10 years	15 days
10 years to 15 years	20 days
15 years to 20 years	25 days
20 years to 25 years plus	30 days

Furloughs (Vacations): Reduce to a five (5) day vacation cycle from eight (8) days. For new hires in accordance with the schedule above.

Existing language, Article XIV Furloughs (Vacations) "Section 3: Furlough periods shall run from January first to December thirty-first in each year. Vacation time shall be computed as [~~strike:~~ insert: five (5) full days off for each week's vacation plus regular days off." Note: All other language remains.

3.) UNION COUNTER-PROPOSAL:

Status quo.

4.) DISCUSSION

Although the City's proposal would impact only newly-hired Police Officers, there is insufficient rationale to two-tier the vacation benefit. There is no evidence that the current vacation leave schedule is no longer sustainable by the City. Furthermore, two-tier benefit structures have a tendency to undermine bargaining unit morale. The City candidly acknowledges that paid leave benefits were negotiated at a time when the City was unable to grant wage increases to bargaining unit Police Officers. Unfortunately, in the instant case, the parties and the panel find themselves in those same financial circumstances. The City has not offered the Union any cost of living increase until the very last day, June 30, 2018, of the three (3) year collective bargaining agreement's effective period: July 1, 2015-June 30, 2018. Therefore, when the City is facing a serious ability to pay problem as here, it is not an appropriate time to reduce such benefits that were negotiated during an era with similar financial

constraints. While we recognize the City's two (2) pronged approach to the vacation leave issue, one affecting incumbent employees, and one impacting new hires, there is no basis to establish a two-tier approach to the vacation leave benefit.

5.) AWARD

Status quo.

G. LEAVE OF ABSENCE; ARTICLE X

1.) Article X §10 contains the following terms:

When an officer who is going on "days off" is required to work an extra shift, he/she shall receive an extra day off.

2.) CITY PROPOSAL:

Modify to read,

"Section 10. When an officer is on a vacation day and he/she is required to work an extra shift, he/she shall receive an extra day off."

3.) UNION COUNTER-PROPOSAL:

Status quo.

4.) DISCUSSION

A Police Officer who works a shift on his off day receives a day off in addition to time and one-half payment for work performed on his day off. The restriction whereby that extra day off is limited to the occasion when a Police Officer works on a scheduled vacation day is not justified. There is some symmetry to the grant of a day off for work performed on a Police Officer's day off. The parties negotiated a leave premium for the City's assignment of a Police Officer to work on his/her day off, following the completion of his/her 4/2 schedule. In the 2015-2018 collective bargaining agreement, the leave of absence terms and conditions shall remain as

they currently exist in the 2012-2015 collective bargaining agreement.

5.) AWARD

Status quo.

H. QUINN BILL; ARTICLE XXII

1.) Article XXII, Quinn Bill, includes the following provisions:

Section 1. 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 Quinn Bill pay and percentages they were receiving prior to July 1, 2009 as well as the Quinn Bill 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 Quinn Bill 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 Quinn Bill 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 Laws 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 Bill 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. Probationary Officers shall not receive payment for educational incentive while serving their probationary period.

Section 4. 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.

2.) **UNION PROPOSAL:**

Modify second paragraph as follows;

For employees who are not eligible for inclusion within the program set out in General Laws Chapter 41 Section 108L ("Quinn Bill") the City will pay them a base pay increase of ten percent (10%) upon attaining an associate's degree in law enforcement or sixty points earned to a baccalaureate degree in law enforcement, a twenty (20%) increase upon attaining a baccalaureate degree in law enforcement and a twenty five percent (25%) increase upon attaining a master's degree in law enforcement or for a degree in law. In all respects (eligible degrees, time of payment, etc.) employees covered by this paragraph shall be treated the same as employees covered under the Quinn Bill as of July 2009.

Add new paragraph as follows:

For employees who are not eligible for inclusion within the program set out in General Laws Chapter 41 Section 108L ("Quinn Bill") and do not have a degree qualifying under the paragraph above, the City will pay a base pay increase of five percent (5%) upon attaining an associate's degree or sixty points earned to a baccalaureate degree, a ten percent (10%) upon attaining a baccalaureate degree and a twelve and one half percent (12 1/2%) increase upon attaining a master's degree for all degrees relevant to the duties of a police officer as agreed to between the parties. The parties will compile a list of eligible degrees. In all other respects (time of payment etc.) employees covered by this paragraph shall be treated the same as employees covered under the Quinn Bill as of July 2009.

3.) **CITY COUNTER-PROPOSAL:**

Status quo.

4.) **DISCUSSION**

Eighty-three (83) Police Officers hired before 2009 receive the full Quinn Bill benefit,

now financed exclusively by the City. Twenty (20) Police Officers hired after 2009 receive 50% of the Quinn Bill benefit. The parties' current Quinn Bill benefit is competitive with that benefit negotiated in most universe communities. The municipalities of Attleboro, Brockton, New Bedford, and Plymouth have two-tier Quinn Bill benefit structures. (See City Exhibit #15.) The communities of Attleboro, New Bedford, and Plymouth provide education incentives similar to those bargained in Fall River. (See Union Exhibit #18c and City Exhibit #15.) Therefore, at this time there is insufficient justification for extending the full Quinn Bill benefit to those City Police Officers hired after 2009. According to the City, the cost of the Union's Quinn Bill proposal is \$99,086.49. (See City Exhibit #22.)

There is also little justification for the Union's proposal to grant Quinn Bill payment for the attainment of non-Quinn Bill recognized degrees. While the City's Firefighters have negotiated education incentive payments for Emergency Management and Public Administration degrees, in addition to the traditional Fire Science degrees, the Police Officer Quinn Bill benefit is far more lucrative than the Firefighters' Education Incentive.

5.) AWARD

Status quo.

I. NIGHT SHIFT DIFFERENTIAL; ARTICLE XIX

1.) Article XIX includes the following terms:

"Employees who are regularly scheduled to work night shifts (First Watch, Last Watch) or who work any shift or tour of duty commencing after 3:59 pm and ending at or before 8 am 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 simple 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 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.

2.) UNION PROPOSAL:

Increase from 5% to 10%.

3.) CITY COUNTER-PROPOSAL:

Status quo.

4.) DISCUSSION

The Police Officer universe data does not justify the Night Shift Differential increase from 5% to 10%. Plymouth, New Bedford, and Taunton pay a 4.5% to 5.5% differential. (See Union Exhibit #18a and #18d. Not only is the parties' Night Shift Differential competitive with universe communities, the overall compensation of City Police Officers is also competitive vis á vis universe communities. (See above - WAGE Discussion.) The City costs out the Union's proposal at \$254,635 per year. (See City Exhibit #22.) While we acknowledge the Union's argument that City Police Officers have a difficult, hazardous task in policing the City, particularly on the First and Last Watch, when it is dark for the most part, the Night Shift Differential adequately compensates them based on the universe data. The panel also notes that the Award provides for a new Weekend Differential.

5.) AWARD

Status quo.

J. SICK LEAVE; ARTICLE XXIII

1.) Article XXIII contains the following provisions:

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. Upon an officer's use of a seventh undocumented sick day in any twelve month period, the officer will lose one of the personal days annually accrued under Article XIV, Section 9. Upon an officer's use of a twelfth undocumented sick day in any twelve month period, the officer will lose another of the personal days annually accrued under Article XIV, Section 9. Compensatory days granted under Article XI, Section 7 shall not be taken under this provision. The six days of undocumented sick leave referred to above shall be available to the officer for family illness. The days of undocumented leave, whether taken for personal illness or family illness, will count toward forfeiture of personal days. The restrictions of Section 2 shall apply to the officer taking such leave for family illness.

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.

2.) **CITY PROPOSAL:**

SICK TIME: Eliminate "unlimited" sick days.

i. For existing employees: Set number of days will be supplied to each individual officer based on his/her years of service with the City.

1. For employees with four years of service or greater: each employee will be given 52 days, equivalent to a maximum of full paid FMLA twelve (12) week statutory period.
2. Employees with less than four years - three years=36 days; 2 years=24 days; 1 year=12 days.
3. After initial sick days given. Officers will then "accrue" sick days at the rate of one

- (1) day per month.
- 4. Ceiling of 150 total days for accrual.

ii. Employees hired after ratification of the Agreement: will accrue at a rate of one (1) day per month.

3.) **UNION COUNTER-PROPOSAL:**

Status quo.

4.) **DISCUSSION**

At this time, there is no basis to alter the current sick leave benefit. Although there is no restriction on sick leave accrual, sick leave utilization is comparatively low, as the City admits. Moreover, there are numerous Article XXIII §1 checks and balances against sick leave abuse. After six (6) days of a Police Officer's undocumented sick leave use during a twelve (12) month period, the Chief has the right to order the Police Officer to submit a physician's certificate for each subsequent sick leave absence during the remainder of the twelve (12) month period. A Police Officer's utilization of a seventh (7th) undocumented sick leave day during a twelve (12) month period subjects him/her to a loss of one (1) of his/her personal days. A second personal day may be forfeited upon the Police Officer's utilization of a twelfth (12th) undocumented sick day during a twelve (12) month period. Additionally, when a Police Officer utilizes sick leave on a short or long-term basis, s/he is obligated to remain at his/her home unless s/he notifies the Department of his/her departure time, and the time s/he returns home. Failure to do so subjects the Police Officer to home visits, and possible disciplinary action. It is also worthy of note that the City's Firefighters have unlimited sick leave. (See Union Exhibit #5c.)

The City argues that if the panel is disinclined to award its proposal relative to incumbent employees, it may consider sick leave limitations regarding new hires. Based on the sick leave

restrictions specified above, and its low utilization rate, there is no basis to impose such limitations even on new hires, an unnecessary two-tier sick leave system. The City candidly admits that it failed to secure sick leave restrictions in the 2012-2015 collective bargaining agreement when, with the Union, it negotiated a 2.5% wage increase in each year of the three (3) year agreement. By way of purchasing power contrast, the City is currently proposing a 2% wage increase on the last day (June 30, 2018) of the July 1, 2015 to June 30, 2018 three (3) year collective bargaining agreement.

5.) AWARD

Status quo.

L. WEEKEND DIFFERENTIAL

1.) New Differential

2.) UNION PROPOSAL:

New Section - 5% for all scheduled shifts worked between Friday at 4pm to Monday at 8am.

3.) CITY COUNTER-PROPOSAL

Status Quo.

4.) DISCUSSION

I acknowledge the City's argument that public safety personnel are required to work weekends. However, knowing that non-public safety personnel (family and friends) are not working weekends does not make them desirable shifts for law enforcement personnel, but necessary assignments nevertheless. We note that those Police Officers assigned to the first tour (day shift) on Saturdays and Sundays do not currently receive a differential. The second tour

(First Watch) and third tour (Last Watch) Police Officers receive the Article XIX Night Shift Differential. We are mindful that Brockton is the only universe community that has negotiated a weekend differential. At the same time, we also note that the City negotiated the following financial benefits with the Firefighters in addition to the 2% July 1, 2017 wage increase: one-time \$375 Opiate Awareness and Training Certification together with an annual \$250 stipend; establishment of EMT stipends (Basic - \$1,500; Intermediate/Advanced - \$2,250; Paramedic- \$3,000) with an additional \$350 annual stipend and an additional biennial recertification payment; and expansion of degrees (Emergency Management and Public Administration) eligible for the education benefit. It is worthy of note that the City paid the \$375 Opiate stipend effective July 1, 2016, and has been paying the annual \$250 stipend since July 1, 2017. (See Union Exhibit #5B and City Exhibit #14.) Obviously, the City believed it had the ability to afford such benefits, effective July 1, 2017. Therefore, it cannot now contend that it only has funds for a 2% wage increase at the end of FY18 for Police Officers. The City costed out the Union's 5% weekend differential at \$136,260, and it is within the City's ability to pay. (See City Exhibit #22)

Based on EMT stipends, associated certification benefits and other financial benefits granted to Firefighters in the July 1, 2015 to June 30, 2018 period, as cited above, the City has an ability to pay for the weekend differential. Police Officers assigned to weekend day shifts shall receive a 5% differential for all hours worked on those day shifts. Police Officers assigned to the weekend second and third shifts (First/Last Watch) will receive the 5% weekend shift differential and the 5% night shift differential for all hours worked on those weekend night shifts. The Night Shift Differential paid for non-weekend work remains at 5%.

5.) AWARD

Effective July 1, 2017, Police Officers working a weekend shift between the hours of 4:00 pm Friday through 8:00 am Monday shall receive a 5% weekend differential applied to their complete base pay as defined in Article XIX, Night Shift Differential. Such weekend 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 for pension/retirement purposes. Police Officers eligible for the Night Shift Differential shall receive it for weekend night shift work (First and Last Watch) in addition to the Weekend Differential.

JLM-16-5556

**Fall River Police Association Local 1854, MCOP
And City of Fall River**

WAGES

The following is the reasoning for my dissent from the Chair's decision on the issues of wages. It is my opinion that the City of Fall River has the ability to afford a reasonable wage increase to their Police Patrol Officers Union.

The City of Fall River made choices as to who they would provide significant wage increases.

The Police Patrol Officers Union provided strong evidence on which city employees received these significant wage increases.

- City Director of Financial Services 50% salary increase
- Water Department up to a 40% increase
- City Administrator 24% salary increase
- EMS Unit up to a 13% increase as well as placing them in a Group 4 Retirement Plan
- Firefighters stipends up to a 9% increase

It is not to say that these city employees are not deserving of wage increases but it is my opinion that these increases, some of which are very substantial, send a negative message to the Men and Women in Blue that they are not as deserving of the same wage increases.

The City of Fall River made the choice to fund some of the above wage increases through city surplus money in the Mayor's budget.

The Police Patrol Officers Union provided evidence that the city of Fall River would be receiving \$916,000 of Grant money with \$476,000 going to the Police Department to retain and hire more police officers.

The City of Fall River and their wage offer of 0/0/2 fail to account for the many challenges of being a police officer in their city. The Police Officers Union provided evidence of substantial violent crimes, domestic calls, aggravated assaults, drug overdoses, gang activity and murders to which they respond and handle daily. These officers face these significant hazards each and every day on the job. Simply said, they put their lives on the line for the city and the community each and every day. An offer of 0/0/2 does not even match a national average cost of living raise. The City of Fall River's response of a 0/0/2 wage offer for what these brave men and women face each and every day is DISGRACEFUL and EMBARRASSING.

The City of Fall River can no longer argue the inability to pay more than a 0/0/2. Their balance sheets show they can afford something closer in parity with the other emergency responders in Fall River. It shows the financial choices the city decided to make and not make.

The police patrol officers are the city's first line of defense. They protect the 90,000+ citizens each and every day. On patrol, these officers face the many hazards, risks, stresses, and dangerous working conditions of being a police officer in the twenty first century. The City of Fall River is not being fair to their police officers by offering a wage increase of 0/0/2.

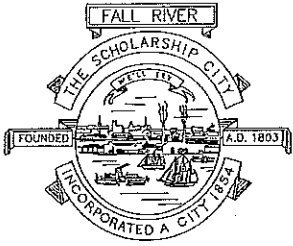
In a recent political Fall River speech it was stated that the Fall River Police Department is "One of the best forces in the state." Obviously, this speech was for political reasons only and is not true to the heart.

To the City of Fall River and their Mayor, I say follow through and respect your police officers. Compensate them as others have been compensated as they serve and protect with honor, the citizens of the great City of Fall River.

In closing, I end as I began, with a STRONG dissent on the decision of the wages from this award.

John Nelson
Police Panel Member

4



CITY OF FALL RIVER, MASSACHUSETTS

BOARD OF ELECTION COMMISSIONERS

ONE GOVERNMENT CENTER

TEL. 508-324-2630

RECEIVED

2018 MAR 21 P 3:35

CITY CLERK _____
FALL RIVER, MA

COMMISSIONERS

- ELIZABETH A. CAMARA, CHAIRPERSON
- MANUEL LEITE, CLERK
- DAVID J. DENNIS
- DARYL GONYON

March 21, 2018

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

Dear Alison M. Bouchard,

The Board of Election Commissioners certifies the results of the question on the attached list are the Official Results of the Special Election held on March 6, 2018. Certification of the results is for the question on funding for B.M.C. Durfee High School of Fall River.

The deadline for filing a recount was Friday, March 16, 2018 at 5pm. No recount papers were filed.

Sincerely,

Elizabeth A. Camara, Chairperson
 Board of Election Commissioners

4

The Commonwealth of Massachusetts
William Francis Galvin, Secretary of the Commonwealth
Elections Division

Return of Votes - LOCAL ELECTION March 06, 2018

FALL RIVER

Total Number of Persons Who Voted in the
LOCAL ELECTION 8174

***** ATTENTION CLERK : SIGN AND RETURN AT ONCE *****

I certify that all ballots cast for candidates
in the LOCAL ELECTION held on March 06, 2018
have been counted and recorded in accordance with the law,
and that the following return of votes is correct

Clerk: Elizabeth A. Canara, Chairperson

***** METHOD OF RECORDING VOTES *****

Record the number of votes for each listed candidate and for each write-in or sticker candidate. The space between the last candidate's name and the designation 'All Others' is to be used to record the names, addresses (if known) and votes of any write-ins. Also, record the number of votes for No Preference and Blanks. The total vote for each office is the sum of votes for listed candidates, write-ins and blanks. The total vote should be equal to the number of people who voted in the LOCAL ELECTION
Do not send results of ward or town committee candidates to this office.

***** IMPORTANT : DO NOT SEPARATE SHEETS *****

City/Town: **FALL RIVER**

Certification Status: **Certified Locally**

4

Ward	Precinct	Description	Ballot Count
1	A	LOCAL ELECTION	501
	B		289
	C		321
2	A	LOCAL ELECTION	175
	B		132
	C		233
3	A	LOCAL ELECTION	322
	B		293
	C		350
4	A	LOCAL ELECTION	178
	B		123
	C		140
5	A	LOCAL ELECTION	117
	B		102
	B1		18
	C		178
6	A	LOCAL ELECTION	376
	B		198
	C		314
	C1		6
7	A	LOCAL ELECTION	347
	B		182
	C		219
8	A	LOCAL ELECTION	274
	B		580
	C		644
9	A	LOCAL ELECTION	836
	B		431
	C		295

4

Town Name: 0095 FALL RIVER

Question 1

QUESTION 1 - B.M.C. DURFEE HIGH SCHOOL

Yes 4998 No 3166 Blank 10 Total 8174

4

District	Ward	Pmct	Q#	ShcShort Description	Yes	No	Blank	Total
FALL RIVER	1	A		QUESTION 1 - B.M.C. DURFEE HIGH SCHOOL	273	226	2	501
FALL RIVER	1	B		QUESTION 1 - B.M.C. DURFEE HIGH SCHOOL	141	148	0	289
FALL RIVER	1	C		QUESTION 1 - B.M.C. DURFEE HIGH SCHOOL	182	139	0	321
FALL RIVER	2	A		QUESTION 1 - B.M.C. DURFEE HIGH SCHOOL	101	74	0	175
FALL RIVER	2	B		QUESTION 1 - B.M.C. DURFEE HIGH SCHOOL	74	57	1	132
FALL RIVER	2	C		QUESTION 1 - B.M.C. DURFEE HIGH SCHOOL	139	94	0	233
FALL RIVER	3	A		QUESTION 1 - B.M.C. DURFEE HIGH SCHOOL	157	165	0	322
FALL RIVER	3	B		QUESTION 1 - B.M.C. DURFEE HIGH SCHOOL	148	143	2	293
FALL RIVER	3	C		QUESTION 1 - B.M.C. DURFEE HIGH SCHOOL	210	137	3	350
FALL RIVER	4	A		QUESTION 1 - B.M.C. DURFEE HIGH SCHOOL	119	59	0	178
FALL RIVER	4	B		QUESTION 1 - B.M.C. DURFEE HIGH SCHOOL	85	38	0	123
FALL RIVER	4	C		QUESTION 1 - B.M.C. DURFEE HIGH SCHOOL	92	48	0	140
FALL RIVER	5	A		QUESTION 1 - B.M.C. DURFEE HIGH SCHOOL	59	58	0	117
FALL RIVER	5	B		QUESTION 1 - B.M.C. DURFEE HIGH SCHOOL	55	46	1	102
FALL RIVER	5	B1		QUESTION 1 - B.M.C. DURFEE HIGH SCHOOL	10	8	0	18
FALL RIVER	5	C		QUESTION 1 - B.M.C. DURFEE HIGH SCHOOL	121	57	0	178
FALL RIVER	6	A		QUESTION 1 - B.M.C. DURFEE HIGH SCHOOL	196	180	0	376
FALL RIVER	6	B		QUESTION 1 - B.M.C. DURFEE HIGH SCHOOL	109	89	0	198
FALL RIVER	6	C		QUESTION 1 - B.M.C. DURFEE HIGH SCHOOL	212	102	0	314
FALL RIVER	6	C1		QUESTION 1 - B.M.C. DURFEE HIGH SCHOOL	4	2	0	6
FALL RIVER	7	A		QUESTION 1 - B.M.C. DURFEE HIGH SCHOOL	234	113	0	347
FALL RIVER	7	B		QUESTION 1 - B.M.C. DURFEE HIGH SCHOOL	108	74	0	182
FALL RIVER	7	C		QUESTION 1 - B.M.C. DURFEE HIGH SCHOOL	133	86	0	219
FALL RIVER	8	A		QUESTION 1 - B.M.C. DURFEE HIGH SCHOOL	180	94	0	274
FALL RIVER	8	B		QUESTION 1 - B.M.C. DURFEE HIGH SCHOOL	396	184	0	580
FALL RIVER	8	C		QUESTION 1 - B.M.C. DURFEE HIGH SCHOOL	433	211	0	644
FALL RIVER	9	A		QUESTION 1 - B.M.C. DURFEE HIGH SCHOOL	536	300	0	836
FALL RIVER	9	B		QUESTION 1 - B.M.C. DURFEE HIGH SCHOOL	292	139	0	431
FALL RIVER	9	C		QUESTION 1 - B.M.C. DURFEE HIGH SCHOOL	199	95	1	295

City of Fall River, *In City Council*

5

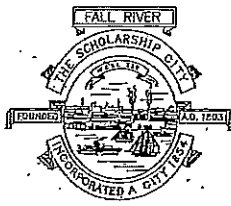
(Councilor Pam Laliberte-Lebeau)

WHEREAS, Economic Development was listed as the number 1 priority in the 5 year Community Development Consolidated Plan, and

WHEREAS, the Community Development Agency had appropriated \$325,000 for Economic Development for the current Fiscal Year, and

WHEREAS, we are 3/4 of the way through the Fiscal Year and currently no funds have been expended, and the City has been operating without an Economic Development plan,

NOW THEREFORE, BE IT RESOLVED that the Executive Director of the Community Development Agency as well as the City Administrator be invited to a future meeting of the City Council Committee on Economic Development and Tourism to discuss what the City's plan is for Economic Development and if we will need to return to HUD any funding appropriated and not expended.



14

RECEIVED

City of Fall River
Notice of Claim

2018 MAR -9 P 1:49

CITY CLERK #18-43

1. Claimant's name: Shawn Rego
2. Claimant's complete address: 862 Charles st Fall River MA 02724
3. Telephone number: Home: 774-849-8842 Work: NA
4. Nature of claim: (e.g., auto accident, slip and fall on public way or property damage):
auto accident (Pothole caused damage to both my passenger tire
5. Date and time of accident: 3/7/2018 / 9:30 PM Amount of damages claimed: \$361.30
6. Exact location of the incident: (include as much detail as possible):
Quarry st across the street from Walmart
7. Circumstances of the incident: (attach additional pages if necessary):
I was driving along on Quarry st. There was a storm. The weather was terrible. The pothole was filled with water and was pretty deep. I ran over it popping both my passenger tires.
8. Have you submitted a claim to any insurance company for damages arising from this incident? If so, name and address of insurance company: Yes No

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

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

Date: 3/9/2018

Claimant's signature: Shawn Rego

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: 3/9/18



Council
14

RECEIVED

City of Fall River
Notice of Claim

2018 MAR -9 P 2:38

CITY CLERK 18-44
FALL RIVER, MA

1. Claimant's name: Karen Guinen
2. Claimant's complete address: 115 Johnson St. Fall River Ma 02723
3. Telephone number: Home: 743653812 Work: _____
4. Nature of claim: (e.g., auto accident, slip and fall on public way or property damage):
pothole damaged 2 wheels
5. Date and time of accident: 2/11/18 8:30pm Amount of damages claimed: \$600.32
6. Exact location of the incident: (include as much detail as possible):
Greenan St. - truck entrance to Walmart
7. Circumstances of the incident: (attach additional pages if necessary):
On 2/11/18 about 8:30pm I went to Walmart. It was pouring rain and I didn't see the filled pothole. I called AAA and they called ^{me} police - no report
8. Have you submitted a claim to any insurance company for damages arising from this incident? If so, name and address of insurance company: Yes No

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

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

Date: 3/9/18

Claimant's signature: Ka [Signature]

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

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

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Date: MAR - 9 2018



RECEIVED

14

2018 MAR -9 P 4: 05

CITY CLERK 18-45
FALL RIVER, MA

City of Fall River
Notice of Claim

1. Claimant's name: Kayla Cabral
2. Claimant's complete address: 292 Tremont St. Fall River, MA 02720
3. Telephone number: Home: 774-322-3484 Work: 774-322-3484
4. Nature of claim: (e.g., auto accident, slip and fall on public way or property damage):
hit a pothole while driving
5. Date and time of accident: 3/5/18 (6:00am) Amount of damages claimed: \$ 162.00
6. Exact location of the incident: (include as much detail as possible):
359 Robeson Street
7. Circumstances of the incident: (attach additional pages if necessary):
I was driving north on Robeson Street next to New England Pizza and hit a pothole. My tire flattened and my alloy rim was crushed. (attached is the police report and the receipt of the new tire purchased)
8. Have you submitted a claim to any insurance company for damages arising from this incident? If so, name and address of insurance company: Yes No

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

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

Date: 3-8-18 Claimant's signature: Kayla Cabral

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

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

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

For official use only:	
Copies forwarded to: <input checked="" type="checkbox"/> City Clerk <input checked="" type="checkbox"/> Law <input checked="" type="checkbox"/> City Council <input type="checkbox"/> City Administrator <input type="checkbox"/> <u>DCM</u>	Date: <u>MAR - 9 2018</u>



RECEIVED

2018 MAR 12 A 10:13

City of Fall River
Notice of Claim

CITY CLERK #18-46
FALL RIVER, MA

- 1. Claimant's name: Cristina A. Ortiz
- 2. Claimant's complete address: 270 Hamlet St Apt #2 Fall River MA 02724
- 3. Telephone number: Home: 774 0279878 Work: _____
- 4. Nature of claim: (e.g., auto accident, slip and fall on public way or property damage):
2 flat tires related to pothole
- 5. Date and time of accident: 3/2/18 @ 10:30pm Amount of damages claimed: \$ 332,79
- 6. Exact location of the incident: (include as much detail as possible):
12th St Fall River MA, between Boston Market and Portugalia Market Place
- 7. Circumstances of the incident: (attach additional pages if necessary):
I was driving on 12th St in Fall River on the Right lane during the rain storm on March 2 around 10:30pm. when I drove over a massive pothole resulting in two flat tires on the passenger side.
- 8. Have you submitted a claim to any insurance company for damages arising from this incident? If so, name and address of insurance company: Yes No

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

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

Date: 3/8/18

Claimant's signature: Cristina A. Ortiz

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

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

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

For official use only:	
Copies forwarded to: <input checked="" type="checkbox"/> City Clerk <input checked="" type="checkbox"/> Law <input checked="" type="checkbox"/> City Council <input checked="" type="checkbox"/> City Administrator <input checked="" type="checkbox"/> DPW	Date: <u>3/8/18</u>



14

RECEIVED

City of Fall River
Notice of Claim

2018 MAR 12 P 1:17

CITY CLERK
FALL RIVER, MA
18-47

1. Claimant's name: Antonio Franco
2. Claimant's complete address: 48 Ridge St. Fall River, MA.
3. Telephone number: Home: 5086790844 Work: None
4. Nature of claim: (e.g., auto accident, slip and fall on public way or property damage):
Vehicle damaged by city ambulance.
5. Date and time of accident: ? Amount of damages claimed: \$ 118.31
6. Exact location of the incident: (include as much detail as possible):
opposite 48 Ridge St. Fall River MA.
7. Circumstances of the incident: (attach additional pages if necessary):
Parked vehicle damaged evening hours. I was notified with a business card from a police officer on my windshield the following day.
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
Travelers Insurance PO Box 4947 Orlando FL 32802

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

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

Date: 3/12/18

Claimant's signature: Antonio Franco

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:	Date: <u>3/12/18</u>
<input type="checkbox"/> City Clerk <input checked="" type="checkbox"/> Law <input checked="" type="checkbox"/> City Council <input type="checkbox"/> City Administrator <input checked="" type="checkbox"/> Police <i>File</i>	



RECEIVED

2018 MAR 12 P 1:16

CITY CLERK 18-48
FALL RIVER, MA

City of Fall River
Notice of Claim

1. Claimant's name: Marcia Aguiar-Catarina
2. Claimant's complete address: 56 Moorland St.
3. Telephone number: Home: 508-678-8445 Work: 508-837-8050
4. Nature of claim: (e.g., auto accident, slip and fall on public way or property damage):
accident, single car due to pothole
5. Date and time of accident: 2/14/18 @ 6AM Amount of damages claimed: \$ 6,980.18
6. Exact location of the incident: (include as much detail as possible):
William Canning Blvd, near First Ford.
7. Circumstances of the incident: (attach additional pages if necessary):
There was a lot of potholes, one was extremely deep. When my car hit it, it blew the tire which caused me to lose control due to the damage from the suspension, at that time I hit the curb. Damage was to suspension + bumper on the front driver side.
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
Mapfre, Nicholas Martinelli, adjustor 800-221-1605

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

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

Date: 3/12/18 Claimant's signature: Marcia Catarina

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.

* enclosed are pictures, which also show crew covering the potholes the day after + insurance est.

1 original + 1 copy due
1 City Clerk
1 DPW
3/12/18



RECEIVED

2018 MAR 12 P 1:22

City of Fall River
Notice of Claim

CITY CLERK #18-49
FALL RIVER, MA

1. Claimant's name: Sherry Hawrylyshyn
2. Claimant's complete address: 31 Thompson St 3rd flr.
3. Telephone number: Home: 774-301-9824 Work: disthd
4. Nature of claim: (e.g., auto accident, slip and fall on public way or property damage):
Auto Damage
5. Date and time of accident: _____ Amount of damages claimed: \$ _____
6. Exact location of the incident: (include as much detail as possible):
Eastern ave. whole length of it. I travel it abt
7. Circumstances of the incident: (attach additional pages if necessary):
Several pot holes on eastern ave have effected my car I travel it on a regular basis and from this constant travel on this road it has finally done my car to the last time it shook my car so bad all my dashboard lights came on & the car powers off. I started it again but it was never the same again, now I just paid it off in April!
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: March 5, 18

Claimant's signature: Sherry Hawrylyshyn

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

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

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

For official use only:	
Copies forwarded to: <input checked="" type="checkbox"/> City Clerk <input checked="" type="checkbox"/> Law <input checked="" type="checkbox"/> City Council <input type="checkbox"/> City Administrator <input checked="" type="checkbox"/> DPW	Date: <u>3/12/18</u>



14

RECEIVED

City of Fall River
Notice of Claim

2018 MAR 12 P 4: 58

CITY CLERK #18-50
FALL RIVER, MA

1. Claimant's name: Susan J. Miguel
2. Claimant's complete address: 38 APRIL LANE, TIVERTON RI 02878
3. Telephone number: Home: (401) 624-4190 Work: (401) 447-0036
4. Nature of claim: (e.g., auto accident, slip and fall on public way or property damage):
AUTO DAMAGE from Road HAZARD
5. Date and time of accident: 2/25/18 6:00pm Amount of damages claimed: \$ \$247.03
6. Exact location of the incident: (include as much detail as possible):
Mariano S. Bishop Blvd in front of houses w 980 numbers.
7. Circumstances of the incident: (attach additional pages if necessary):
Traveling into Fall River from Tiverton. Car hit a very large hole not visible while driving. Front passenger tire sustained irreparable damage. New car. Police were on scene as I drove home an hour later after AA changed tire on Main Drive.
8. Have you submitted a claim to any insurance company for damages arising from this incident? If so, name and address of insurance company: Yes No

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

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

Date: 3/10/18

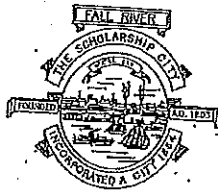
Claimant's signature: [Signature]

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

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

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

For official use only:	
Copies forwarded to: <input checked="" type="checkbox"/> City Clerk <input checked="" type="checkbox"/> Law <input checked="" type="checkbox"/> City Council <input checked="" type="checkbox"/> City Administrator <input checked="" type="checkbox"/> DCM	Date: <u>3-14-18</u>



RECEIVED

2018 MAR 15 A 9:37

City of Fall River
Notice of Claim

CITY CLERK #18-51
FALL RIVER, MA

1. Claimant's name: Jose Gouveia
2. Claimant's complete address: 147 Oliver Street
3. Telephone number: Home: 508 674-9721 Cell: 508 615-9493 Work: _____
4. Nature of claim: (e.g., auto accident, slip and fall on public way or property damage):
Outside fence damaged by snow plowing
5. Date and time of accident: _____ Amount of damages claimed: \$ _____
6. Exact location of the incident: (include as much detail as possible):
Dead End of Day Street
7. Circumstances of the incident: (attach additional pages if necessary):
SNOW STORM ON 1/4/18 MY FENCE ON MY PROPERTY WAS CRUSHED BY PLOW DOING SNOW REMOVAL ON DAY STREET PLOWED SNOW INTO FENCE, ALSO TALKED TO MR LITTLE ABOUT IT
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: FEB. 12, 2018 Claimant's signature: [Signature]

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

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

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

For official use only:	
Copies forwarded to: <input checked="" type="checkbox"/> City Clerk <input checked="" type="checkbox"/> Law <input checked="" type="checkbox"/> City Council <input type="checkbox"/> City Administrator <input checked="" type="checkbox"/> DPW	Date: <u>3/15/18</u>

14



City of Fall River
Notice of Claim

RECEIVED

2018 MAR 15 P 1:49

CITY CLERK #18-52
FALL RIVER, MA

- 1. Claimant's name: Nicole Kitchen
- 2. Claimant's complete address: 339 Reading St. Fall River, MA 02720
- 3. Telephone number: Home: 508-451-4010 Work: 508-491-3200
- 4. Nature of claim: (e.g., auto accident, slip and fall on public way or property damage):
Auto damage due to pothole on public way
- 5. Date and time of accident: 3/2/18 10:30pm Amount of damages claimed: \$ 686.06
- 6. Exact location of the incident: (include as much detail as possible):
High St, Fall River - close to Bank St intersection
- 7. Circumstances of the incident: (attach additional pages if necessary):
see attached

8. Have you submitted a claim to any insurance company for damages arising from this incident? If so, name and address of insurance company: Yes No

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

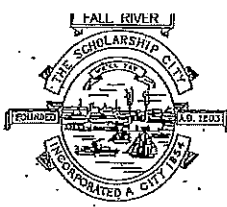
I swear that the facts stated above are true to the best of my knowledge.
Date: 3/9/18 Claimant's signature: Nicole Kitchen

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

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

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

For official use only:	
Copies forwarded to: <input type="checkbox"/> City Clerk <input checked="" type="checkbox"/> Law <input type="checkbox"/> City Council <input type="checkbox"/> City Administrator <input checked="" type="checkbox"/> DPW	Date: <u>3/15/18</u>



14

RECEIVED

City of Fall River
Notice of Claim

2018 MAR 15 P 2:33
#18-53
CITY CLERK
FALL RIVER, MA

1. Claimant's name: Luisa Nave
2. Claimant's complete address: 114 Kellogg St. Fall River Ma, 02724
3. Telephone number: Home: 508 4966324 Work: NO
4. Nature of claim: (e.g., auto accident, slip and fall on public way or property damage):

5. Date and time of accident: 3-13-18 Amount of damages claimed: \$ _____
6. Exact location of the incident: (include as much detail as possible):
Kellogg St.
7. Circumstances of the incident: (attach additional pages if necessary):
City Tree fell on my car during the blizzard.
8. Have you submitted a claim to any insurance company for damages arising from this incident? If so, name and address of insurance company: Yes No

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

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

Date: 3-15-18 Claimant's signature: Luisa Nave

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

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

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

For official use only:	
Copies forwarded to: <input checked="" type="checkbox"/> City Clerk <input checked="" type="checkbox"/> Law <input checked="" type="checkbox"/> City Council <input type="checkbox"/> City Administrator <input checked="" type="checkbox"/> DPW	Date: <u>3/15/18</u>

14

RECEIVED

03/15/2018

2018 MAR 16 A 9:09

CITY CLERK 18-54
FALL RIVER, MA

Christopher M Novo
Stephanie Novo
70 Jette Street
Swansea Ma 02777

Tel: 774-365-3296

re: Pothole on Rodman St

To whom it may concern,

On Monday, 3/12/2018 at approximately 5:00 pm, my SUV hit a deep pothole on Rodman St in Fall River. This pothole is located directly across from Terra Nostra Restaurant.

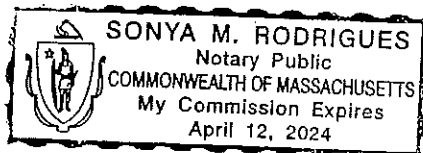
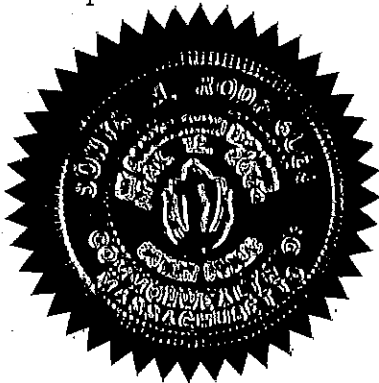
The hit was so hard , my SUV started smoking immediately from under the hood. I then drove to my Parents house, a few blocks away.

The impact of the pothole cracked one of the plastic connectors to my radiator hose. As of now we are not sure if there is further damage to our vehicle. At this time we are not able to drive the SUV.

Thank You,

Stephanie Novo

Stephanie Novo



14



RECEIVED

City of Fall River
Notice of Claim

2018 MAR 16 A 11: 23

CITY CLERK 18-55
FALL RIVER, MA

1. Claimant's name: PAUL RAPOZIO
2. Claimant's complete address: 20 PARK
3. Telephone number: Home: 7743192766 Work: _____
4. Nature of claim: (e.g., auto accident, slip and fall on public way or property damage): _____
5. Date and time of accident: 3/8/18 Amount of damages claimed: \$ 260.00
6. Exact location of the incident: (include as much detail as possible):
Saint ANS HOSPITAL
7. Circumstances of the incident: (attach additional pages if necessary):
FALL TIERS
8. Have you submitted a claim to any insurance company for damages arising from this incident? If so, name and address of insurance company: Yes No

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

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

Date: 3/8/18

Claimant's signature: [Signature]

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

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

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

For official use only:

Copies forwarded to: City Clerk Law City Council City Administrator DPW Date: 3/16/18



RECEIVED

2018 MAR 16 P 1:48

City of Fall River
Notice of Claim

CITY CLERK 18-56
FALL RIVER, MA

1. Claimant's name: May E. Skitt Palmer

2. Claimant's complete address: 430 Quequechan St Apt 109

3. Telephone number: Home: 508-536-5544 ^{cell} Work: 508 965-7312

4. Nature of claim: (e.g., auto accident, slip and fall on public way or property damage):
Large Pothole on Quany St.

5. Date and time of accident: 2/21/2018 Amount of damages claimed: \$ 410.53

6. Exact location of the incident: (include as much detail as possible):
Quany St right side gap down toward Curbin left ^{Large} Pothole

7. Circumstances of the incident: (attach additional pages if necessary):
Driving to Curbin left 2/18/2018 7³⁰ pm it was night time did not see Pothole.

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
I have \$1000 deductible

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

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

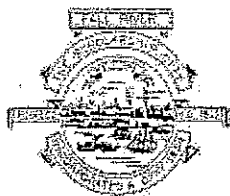
Date: 3/16/2018 Claimant's signature: May E. Skitt Palmer

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: MAR 16 2018



RECEIVED

2018 MAR 19 P 3:18

City of Fall River
Notice of Claim

CITY CLERK 18-57
FALL RIVER, MA

1. Claimant's name: Katrina Leng
2. Claimant's complete address: 135 Haffards St. Apt 2
3. Telephone number: Home: 774 - 955 - 6455 Work: _____
cell
4. Nature of claim: (e.g., auto accident, slip and fall on public way or property damage):
auto - pot hole - flat tire just bought
5. Date and time of accident: 6:50 pm Amount of damages claimed: \$ 191.58
6. Exact location of the incident: (include as much detail as possible):
before set of light where Shoe Box is on Brayton Ave. Going up the hill on left lane.
7. Circumstances of the incident: (attach additional pages if necessary):
When triple AAA arrive, I ask him if they are busy. For the gentlemen to inform me that within 2 day, he did about 20 cars involving the pot hole ~~to road~~. After, putting on my spare tire, I did drive by the pot hole and notice orange cone than place there.
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
KatrinaLeng50@a.yahoo.com (email for pictures, receipt)

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: 03-19-18 Claimant's signature: K Leng

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

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

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

For official use only:	
Copies forwarded to: <input checked="" type="checkbox"/> City Clerk <input checked="" type="checkbox"/> Law <input checked="" type="checkbox"/> City Council <input type="checkbox"/> City Administrator <input checked="" type="checkbox"/> DPW	Date: <u>3/19/18</u>



14

RECEIVED

City of Fall River
Notice of Claim

2018 MAR 19 A 11: 26

CITY CLERK 18-58
FALL RIVER, MA

1. Claimant's name: Christina Ferreira
2. Claimant's complete address: 49 Hummingbird Ln Swansea MA 02777
3. Telephone number: Home: 508-6731165 Work: 774-294-1759
4. Nature of claim: (e.g., auto accident, slip and fall on public way or property damage):
pot hole
5. Date and time of accident: 2/12/18 4:30 Amount of damages claimed: \$ 355.22
6. Exact location of the incident: (include as much detail as possible):
near Cliff's car wash 364 Bedford St; Fall River
7. Circumstances of the incident: (attach additional pages if necessary):
ran over pot hole near car wash
- see attached invoice
8. Have you submitted a claim to any insurance company for damages arising from this incident? If so, name and address of insurance company: Yes No

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

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

Date: 3/12/2018 Claimant's signature: [Signature]

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

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

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For official use only:	
Copies forwarded to: <input checked="" type="checkbox"/> City Clerk <input checked="" type="checkbox"/> Law <input checked="" type="checkbox"/> City Council <input type="checkbox"/> City Administrator <input type="checkbox"/> DPW	Date: <u>3/19/18</u>

14



RECEIVED

City of Fall River
Notice of Claim

2018 MAR 19 A 11:26

CITY CLERK 18-59
FALL RIVER, MA

1. Claimant's name: Abigail O'Brien
 2. Claimant's complete address: 46 Plain St, Rehoboth MA 02769
 3. Telephone number: Home: 508-677-5038 Work: 508-677-5038
 4. Nature of claim: (e.g., auto accident, slip and fall on public way or property damage):
pothole damage to vehicle
 5. Date and time of accident: 3/7/18 6:45 PM Amount of damages claimed: \$ 400.00
 6. Exact location of the incident: (include as much detail as possible):
Quequechan / Jefferson St (see attached map)
 7. Circumstances of the incident: (attach additional pages if necessary):
Please see attached incident description
8. Have you submitted a claim to any insurance company for damages arising from this incident? If so, name and address of insurance company: Yes No

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

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

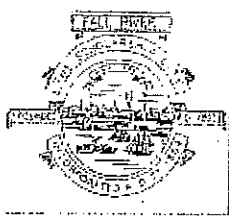
Date: 3/9/2018 Claimant's signature: Abigail E. O'Brien

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

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

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

For official use only:	
Copies forwarded to: <input checked="" type="checkbox"/> City Clerk <input checked="" type="checkbox"/> Law <input checked="" type="checkbox"/> City Council <input type="checkbox"/> City Administrator <input checked="" type="checkbox"/> <u>DPW</u>	Date: <u>3/19/18</u>



City of Fall River
Notice of Claim

RECEIVED

2018 MAR 19 A 11:26

CITY CLERK 18-60
FALL RIVER, MA

1. Claimant's name: Tony Viveros
 2. Claimant's complete address: 522 Rockdale Avenue New Bedford, MA 02740
 3. Telephone number: Home: (508) 525-5865 Work: _____
 4. Nature of claim: (e.g., auto accident, slip and fall on public way or property damage):
Automotive vehicle damage on public street
 5. Date and time of accident: 3/3/18 12:05 AM Amount of damages claimed: \$ 460.67
 6. Exact location of the incident: (include as much detail as possible):
Approx. 30 Twelfth Street - Pothole on right hand side
 7. Circumstances of the incident: (attach additional pages if necessary):
See attached Incident Report
8. Have you submitted a claim to any insurance company for damages arising from this incident? If so, name and address of insurance company: Yes No

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

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

Date: 3/15/2018

Claimant's signature: [Signature]

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

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

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For official use only:	
Copies forwarded to: <input checked="" type="checkbox"/> City Clerk <input checked="" type="checkbox"/> Law <input type="checkbox"/> City Council <input type="checkbox"/> City Administrator <input checked="" type="checkbox"/> DPW	Date: <u>3/19/18</u>

Incident Report

The Incident took place March 3rd 2018 at 12:05AM on Twelfth Street near the corner of Bedford Street. On the right hand side of this street a pothole was not visible due to poor drainage of rainfall from that evening. See image one right for approximate location. Since this large pothole was made hidden from the puddle, it was impossible to pre-emptively see avoid driving over it. See image at bottom for image of pothole. Collision with pothole resulted in both the passenger side tires (front and rear) sustaining damage. As a result, the vehicle was unsafe to drive and left at the KFC parking lot to be towed in the morning via AAA to Sullivan Tires on 456 Rodman Street, Fall River MA. This was the second vehicle in this parking lot that sustained damage to both passenger tires, presumably to this same pothole that night. The repairs at Sullivan Tires totaled to \$460.67, see attached receipts. Provided is also the contact of a witness of the damage sustained to the vehicle's tires after impact and the pothole being hidden from poor rainfall drainage on the street that evening:



Approximate location of pothole

Witness

Melissa Carreiro
(774) 526-4559
99 Plain Street APT 1
Fall River, MA 02721

RECEIVED
2018 MAR 19 AM 11:26
CITY CLERK
FALL RIVER MA



Pothole on Twelfth Street



Council 14

City of Fall River
Notice of Claim

RECEIVED

2018 MAR 20 A 11:24

CITY CLERK 18-661
FALL RIVER, MA 02741

1. Claimant's name: Taylor Robillard
 2. Claimant's complete address: 117 midwood Dr. Swansea, MA 02777
 3. Telephone number: Home: 508.678.4248 Work: 508.973.7766
 4. Nature of claim: (e.g., auto accident, slip and fall on public way or property damage):
Bloom out tire hitting pothole
 5. Date and time of accident: 3/16/18 1:50 PM Amount of damages claimed: \$
 6. Exact location of the incident: (include as much detail as possible):
dart St across from Gray Remy's #1083 dart St
 7. Circumstances of the Incident: (attach additional pages if necessary):
tried to avoid one hole and hit another
8. Have you submitted a claim to any insurance company for damages arising from this incident? If so, name and address of insurance company: Yes No

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

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

Date: 3/16/18

Claimant's signature: Taylor Robillard

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

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

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For official use only:						
Copies forwarded to:	<input checked="" type="checkbox"/> City Clerk	<input checked="" type="checkbox"/> Law	<input checked="" type="checkbox"/> City Council	<input type="checkbox"/> City Administrator	<input type="checkbox"/> DCM	Date: <u>MAR 20 2018</u>

Council

14



RECEIVED

City of Fall River
Notice of Claim

2018 MAR 21 A 10:42

CITY CLERK: 18-62
FALL RIVER, MA

1. Claimant's name: MARTIANNE VALSANO-PEREIRA
2. Claimant's complete address: 4 SASSAMON DRIVE, ASSOLET, MA 02702
3. Telephone number: Home: 508-644-5335 Work: 508-641-5104
4. Nature of claim: (e.g., auto accident, slip and fall on public way or property damage):
DAMAGE TO (R) FRONT PASSENGER SIDE TIRE DUE TO LARGE POT HOLE
5. Date and time of accident: 3/19/18 Amount of damages claimed: \$ 110.44
6. Exact location of the incident: (include as much detail as possible):
DAVOL ST IN FALL RIVER heading EAST
7. Circumstances of the incident: (attach additional pages if necessary):
I WAS LEAVING DAVOL BROOKS PARKING LOT heading EAST ON DAVOL ST towards the stop light on the corner of DAVOL + President Ave. Prior to reaching the stop light, I hit a large pot hole in the road causing a flat tire. The car requires towing & I WAS without a vehicle until 3/19/18
8. Have you submitted a claim to any insurance company for damages arising from this incident? If so, name and address of insurance company: Yes No

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

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

Date: 3/19/18 Claimant's signature: Martianne Valsano-Pereira

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

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

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

For official use only:	
Copies forwarded to: <input checked="" type="checkbox"/> City Clerk <input checked="" type="checkbox"/> Law <input type="checkbox"/> City Council <input type="checkbox"/> City Administrator <input type="checkbox"/> <u>DCM</u>	Date: <u>MAR 21 2018</u>

Council

14



RECEIVED

City of Fall River
Notice of Claim

2018 MAR 21 P 2:39

CITY CLERK 18-63
FALL RIVER, MA

1. Claimant's name: Marco Cabral
2. Claimant's complete address: 14 BROW ST FALL RIVER, MA 02721
3. Telephone number: Home: 508-415-4686 Work: _____
4. Nature of claim: (e.g., auto accident, slip and fall on public way or property damage):
street hole damaged tire and back tube of a car is broke
5. Date and time of accident: 3/5/2018 Amount of damages claimed: \$ _____
6. Exact location of the incident: (include as much detail as possible):
358 Robeson street Fall River, MA
7. Circumstances of the incident: (attach additional pages if necessary):

8. Have you submitted a claim to any insurance company for damages arising from this incident? If so, name and address of insurance company: Yes No

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

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

Date: 3/21/18

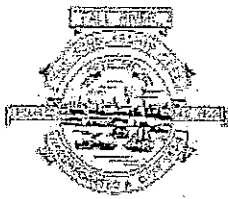
Claimant's signature: Marco Cabral

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

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

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For official use only:	
Copies forwarded to: <input checked="" type="checkbox"/> City Clerk <input checked="" type="checkbox"/> Law <input checked="" type="checkbox"/> City Council <input checked="" type="checkbox"/> City Administrator <input type="checkbox"/> <u>DCM</u>	Date: <u>MAR 21 2018</u>



RECEIVED

2018 MAR 21 P 4 32

CITY CLERK 18-64
FALL RIVER, MA

City of Fall River
Notice of Claim

- 1. Claimant's name: Kenneth D Furtado
 - 2. Claimant's complete address: 401 Cedar Ave Swansea, MA 02777
 - 3. Telephone number: Home: 5086794832 Work: 7749910321
 - 4. Nature of claim: (e.g., auto accident, slip and fall on public way or property damage):
Property damage to vehicle
 - 5. Date and time of accident: 3/20/18 8AM Amount of damages claimed: \$ 814.71
 - 6. Exact location of the incident: (include as much detail as possible):
DAVOL Street (Southbound) just north of President Ave
 - 7. Circumstances of the incident: (attach additional pages if necessary):
pot hole damage to 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: 3/21/18 Claimant's signature: [Signature]

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

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For official use only:	
Copies forwarded to: <input checked="" type="checkbox"/> City Clerk <input checked="" type="checkbox"/> Law <input checked="" type="checkbox"/> City Council <input type="checkbox"/> City Administrator <input checked="" type="checkbox"/> DPW	Date: <u>3/21/18</u>

REGULAR MEETING OF THE CITY COUNCIL

MEETING: Tuesday, February 6, 2018 at 7:00 p.m.
Council Chamber, One Government Center

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

ABSENT: None

IN ATTENDANCE: Cathy Ann Viveiros, City Administrator
Kenneth C. Pacheco, Chief Operating Officer, Fall River School Dept.

President Cliff Ponte called the meeting to order at 10:17 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

On a motion made by Councilor Steven A. Camara and seconded by Councilor Bradford L. Kilby, it was unanimously voted to take item #3 out of order.

3. Mayor and order for employment agreement of Director of Human Resources
Councilor Shawn E. Cadime stated that he would not be supporting this, as he questions the compassion and integrity of the Director of Human Resources. On December 20, 2017 he requested copies of the time sheets for Corporation Counsel Joseph Macy and was told there were not any. Then on January 10, 2018 he received an email stating that there were time sheets, but they had been purged which is a contradiction of what I was told originally. On a motion made by Councilor Joseph D. Camara and seconded by Councilor Stephen R. Long, it was voted 7 yeas, 2 nays to adopt the order with Councilors Shawn E. Cadime and Bradford L. Kilby voting in the negative.

1. Mayor req. confirmation of appointments/reappointments to the following:
 - a. John Frank III to the Board of Appeals (reappointment)
 - b. Kenneth Pacheco to the Commission on Disability (reappointment)
 - c. Richard R. Pelletier to the Cultural Council (reappointment)
 - d. David L. Cabral to the Cultural Council
 - e. Ricky T. Tith to the Cultural Council
 - f. Neil A. Ytkin to the Watuppa Water Board (amended)
 - g. Robert Allen Pinnell to the Watuppa Water Board

- h. Marjorie A. Ytkin to the Board of Park Commissioners
- i. Mario J. DoRego II as Assistant Harbormaster (withdrawn)
- k. Lisa Silva to the Commission on Disability
- l. Kenneth D. Kvit to the Board of Library Trustees (withdrawn)

Councilor Steven A. Camara asked the City Clerk if she was aware if any of the proposed appointments were on any other boards or commissions. The City Clerk stated that item number 1b. Kenneth Pacheco was also on the Community Preservation Committee. She also stated that the Mayor withdrew item numbers 1i and 1l. On a motion made by Councilor Steven A. Camara and seconded by Councilor Stephen R. Long, it was voted 8 yeas, 1 nay to confirm items number 1a, c, d, e, f, g, h, and k and vote on item number 1b separately. On a further motion made by Councilor Shawn E. Cadime and seconded by Councilor Pam Laliberte-Lebeau, it was voted 8 yeas, 1 nay to confirm item number 1b, with Councilor Steven A. Camara voting in the negative.

2. Mayor req. appointment of William Roth as City Planner

On a motion made by Councilor Steven A. Camara and seconded by Councilor Bradford L. Kilby, it was unanimously voted to confirm the appointment of William Roth as City Planner.

On a motion made by Councilor Pam Laliberte-Lebeau and seconded by Councilor Stephen R. Long, it was unanimously voted to take items a. through h. listed under other matters to be acted upon out of order. On a further motion made by Councilor Pam Laliberte-Lebeau and seconded by Councilor Leo O. Pelletier, it was unanimously voted to take each item individually.

OTHER MATTERS TO BE ACTED UPON

Mayor's response and resubmission of appointments to the following:

- a. Renee Howayeck to the Conservation Commission

On a motion made by Councilor Stephen R. Long and seconded by Councilor Derek R. Viveiros, it was voted 8 yeas, 1 nay to confirm the appointment with Councilor Steven A. Camara voting in the negative.

- b. Robert Smith to the Fall River Redevelopment Authority

On a motion made by Councilor Stephen R. Long and seconded by Councilor Pam Laliberte-Lebeau, it was unanimously voted to confirm the appointment with Councilor Steven A. Camara opposed.

- c. Loriann Taylor Branco to the Fall River Redevelopment Authority

On a motion made by Councilor Stephen R. Long and seconded by Councilor Derek R. Viveiros, it was unanimously voted to confirm the appointment.

- d. Cynthia M. Sevigny to the Planning Board

On a motion made by Councilor Leo O. Pelletier and seconded by Councilor Stephen R. Long, it was unanimously voted to confirm the appointment.

- e. Daniel D. Dupere to the Zoning Board of Appeals

On a motion made by Councilor Stephen R. Long and seconded by Councilor Pam Laliberte-Lebeau, it was unanimously voted to confirm the appointment.

- f. Helen Rego to the Board of Park Commissioners

On a motion made by Councilor Stephen R. Long and seconded by Councilor Pam Laliberte-Lebeau, it was unanimously voted to confirm the appointment with Councilor Steven A. Camara opposed.

g. John Brandt to the Urban Tree Commission

On a motion made by Councilor Stephen R. Long and seconded by Councilor Derek R. Viveiros, it was unanimously voted to confirm the appointment with Councilor Steven A. Camara opposed.

h. Manuel Leite to the Conservation Commission

The City Clerk stated that since 45 days had passed, this appointment is in effect and does not require a vote.

4. Mayor req. position of Administrative Assistant within Code Enforcement Division

On a motion made by Councilor Steven A. Camara and seconded by Councilor Pam Laliberte-Lebeau, it was unanimously voted to the communication to the Committee on Ordinances and Legislation.

PRIORITY COMMUNICATIONS

5. City Administrator and amended order re: ballot question requirements pertaining to Proposition 2 ½

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

6. Traffic Commission recommending amendments to the traffic ordinances

On a motion made by Councilor Stephen R. Long and seconded by Councilor Leo O. Pelletier, it was unanimously voted to refer the amendments to the Committee on Ordinances and Legislation.

COMMITTEE REPORTS

Committee on Regulations recommending:

Grant leave to withdraw:

7. Order – 2017 Taxicab Licenses not approved by the Police Chief

On a motion made by Councilor Bradford L. Kilby and seconded by Councilor Shawn E. Cadime, it was unanimously voted that the 2017 taxicab licenses be granted leave to withdraw.

Committee on Public Works and Transportation recommending:

Grant leave to withdraw:

8. Resolution – Stowe Street guardrail be replaced

On a motion made by Councilor Steven A. Camara and seconded by Councilor Leo O. Pelletier, it was unanimously voted that the resolution be granted leave to withdraw. Councilor Shawn E. Cadime asked if the guardrail had been replaced. The City Clerk and President Cliff Ponte stated that it had not been replaced.

ORDINANCES – None

RESOLUTIONS

9. Com. on Finance meet with Dir. of Buildings and Grounds and Finance Team to discuss current and future maintenance plans for new B.M.C. Durfee High School of Fall River

Councilor Derek R. Viveiros stated that he filed this resolution to begin conversations regarding the maintenance of buildings, as there are many projects that will need to be discussed. On a motion made by Councilor Stephen R. Long and seconded by Councilor Derek R. Viveiros, it was unanimously voted to adopt the resolution.

CITATIONS – None

ORDERS – HEARINGS

Pole Attachments and Underground Conduit

10. New Cingular Wireless PCS, LLC (AT&T) to construct and maintain telecommunications

wires and appurtenances, including fiber optic cable, remote nodes and pole top antennas and install underground conduit or direct bury fiber cables at 449 Coggeshall Street
On a motion made by Councilor Steven A. Camara and seconded by Councilor Pam Laliberte-Lebeau, it was unanimously voted that the matter be referred to the Committee on Public Works and Transportation.

ORDERS – MISCELLANEOUS

11. Police Chief's report on licenses:

Taxicab Drivers:

Raymond E. Cabral Johnathan W. Cuevas Jose R. Marcano
Ovidio Pedraza-Melendez Rodney N. Thibault

On a motion made by Councilor Stephen R. Long and seconded by Councilor Pam Laliberte-Lebeau, it was unanimously voted to adopt the order.

12. Transfer auto body shop license no. 129 from Ildeberto Melo d/b/a Melo's Auto Body to Steven Melo, Choice Collision Center, Inc. at 645 Brayton Avenue

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

13. Auto Repair Shop license renewals:

Antonio F. Pinto, Pinto's Auto Repair and Sales, Inc. at 2447 South Main Street
Mark A. DeMarco d/b/a Mark's Auto Repair and Auto Sales at 443 Brayton Avenue
Antonio DeCouto d/b/a Tony's Towing and Auto Repair at 69 Napoleon Street
Bridgestone Retail Opp., LLC d/b/a Firestone Complete Auto Care at 748 Pleasant Street
Ruben Oliveira d/b/a Auto Doc at 65 Tower Street

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

14. Auto Body Shop license renewal:

Paulo Medeiros d/b/a Paul's Auto Body and Sales at 325 Oman Street

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

COMMUNICATIONS – INVITATIONS – PETITIONS

15. Claims

On a motion made by Councilor Stephen R. Long seconded by Councilor Pam Laliberte-Lebeau, it was unanimously voted to refer the claims to Corporation Counsel.

16. Minutes of Board of Appeals Meeting held on October 19, 2017

On a motion made by Councilor Stephen R. Long seconded by Councilor Pam Laliberte-Lebeau, it was unanimously voted that the minutes be accepted and placed on file.

17. Riverview Towers petition and request for resolution

On a motion made by Councilor Steven A. Camara seconded by Councilor Stephen R. Long, it was unanimously voted that the matter be accepted and placed on file.

18. Burrillville Land Trust requesting appointment of Collin Dias to the Watuppa Water Bd.

On a motion made by Councilor Joseph D. Camara seconded by Councilor Steven A. Camara, it was voted 7 yeas, 2 nays that the communication be accepted and placed on file, with Councilors Pam Laliberte-Lebeau and President Cliff Ponte voting in the negative.

City Council Committee/Meeting Minutes:

19. Committee on Regulations – January 23, 2018

On a motion made by Councilor Bradford L. Kilby seconded by Councilor Shawn E. Cadime, it was unanimously voted that the minutes be approved.

BULLETINS – NEWSLETTERS – NOTICES – None

ITEMS FILED AFTER THE AGENDA WAS PREPARED:

Mayor and Statement of Interest orders for renovation of Stone Therapeutic Day School at Westall and the Resiliency Preparatory Academy

A motion was made by Councilor Steven A. Camara and seconded by Councilor Leo O. Pelletier to refer the matter to the Committee on Finance. On a further motion made by Councilor Pam Laliberte-Lebeau and seconded by Councilor Stephen R. Long, it was unanimously voted to waive the rules to allow the City Administrator and the Chief Operating Officer of the School Department to answer questions. The City Administrator gave a brief overview of the Statement of Interest. Kenneth C. Pacheco, Chief Operating Officer stated that the MSBA filing period opens on January 5, 2018 and closes on February 16, 2018, hence the need for a timely vote. He stated that the Westall School needs a section of the roof repaired and two boilers replaced that are original to the building from 1931. The Resiliency Preparatory Academy at 290 Rock Street needs roof repair and also boilers, as there are four boilers in this building and only one is operational. Councilor Steven A. Camara then withdrew his motion to refer the matter to the Committee on Finance and made a subsequent motion to adopt the orders that was seconded by Councilor Joseph D. Camara and it was unanimously voted.

Order – Designating the polling places for the March 6, 2018 Special Municipal Election

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

Honey Dew Donuts – Structure on a public way

On a motion made by Councilor Shawn E. Cadime seconded by Councilor Stephen R. Long, it was unanimously voted that the application be granted leave to withdraw.

On a motion made by Councilor Leo O. Pelletier and seconded by Councilor Shawn E. Cadime, it was unanimously voted to adjourn at 11:06 p.m.

List of documents and other exhibits used during the meeting:

- Agenda packet (attached)
- CD and DVD of meeting

A true copy. Attest:



City Clerk

CITY OF FALL RIVER

*After
Agenda 4a*

To the City Council

Councillors:

The Committee on Ordinances and Legislation, at a meeting held on March 22, 2018, 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.

Chris Leite
Assistant Clerk of Committees

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 Chapter 43, Section 20 of the Massachusetts General Laws.

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

That Chapter 70 of the Revised Ordinances of the City of Fall River, Massachusetts, 1999, which chapter relates to traffic be amended as follows:

By inserting in Section 70-387, which section relates to handicapped parking, in proper alphabetical order the following:

- Third Street, east side, starting at a point 82 feet north of Spring Street, for a distance of 20 feet northerly
- Bayview Street, east side, starting at a point 230 feet north of Last Street, for a distance of 20 feet northerly
- Broad Street, north side, starting at a point 137 feet west of Shove Street, for a distance of 20 feet westerly
- Center Street, north side, starting at a point 147 feet west of South Main Street, for a distance of 20 feet westerly
- Eastern Avenue, east side, starting at a point 452 feet south of Horton Street, for a distance of 20 feet southerly
- Ferry Street, north side, starting at a point 69 feet west of Canal Street, for a distance of 20 feet westerly
- Globe Street, north side, starting at a point 30 feet west of Vale Street, for a distance of 20 feet westerly
- Globe Street, north side, starting at a point 102 feet east of Bay Street, for a distance of 20 feet easterly
- Hutton Street, west side, starting at a point 107 feet east of New Boston Road, for a distance of 20 feet southerly
- Jencks Street, west side, starting at a point 20 feet north of Alden Street, for a distance of 20 feet northerly
- June Street, west side, starting at a point 28 feet south of Maple Street, for a distance of 20 feet southerly
- June Street, west side, starting at a point 312 feet north of Maple Street, for a distance of 20 feet northerly
- Kilburn Street, east side, starting at a point 115 feet north of Dwelly Street, for a distance of 20 feet northerly
- Lewis Street, west side, starting at a point 383 feet north of Slade Street, for a distance of 20 feet northerly
- Middlesex Street, south side, starting at a point 46 feet east of Barlow Street, for a distance of 20 feet easterly
- Mount Hope Avenue, north side, starting at a point 177 feet east of Andrews Street, for a distance of 20 feet easterly
- North Main Street, east side, starting at a point 379 feet south of Turner Street, for a distance of 20 feet southerly
- Plain Street, west side, starting at a point 437 feet south of Pine Street, for a distance of 20 feet southerly
- Prospect Street, north side, starting at a point 30 feet east of Barnaby Street, for a distance of 20 feet easterly
- Reney Street, north side, starting at point 118 feet east of County Street, for a distance of 20 feet easterly
- Robeson Street, west side, starting at a point 46 feet north of Pine Street, for a distance of 20 feet northerly

After
Agenda

4a

Tecumseh Street, south side, starting at a point 60 feet east of Lawrence Street, for a distance of 20 feet easterly

Wall Street, west side, starting at a point 119 feet south of Beattie Street, for a distance of 20 feet southerly

Whipple Street, west side, starting at a point 386 feet south of Middle Street, for a distance of 20 feet southerly

CITY OF FALL RIVER

**After 4B
Agenda**

To the City Council

Councillors:

The Committee on Ordinances and Legislation, at a meeting held on March 22, 2018, voted unanimously to recommend that the accompanying proposed ordinance be passed through first reading.

Anis Leite
Assistant Clerk of Committees

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

That Chapter 70 of the Revised Ordinances of the City of Fall River, Massachusetts, 1999, which chapter relates to traffic be amended as follows:

Section 1.

By inserting in section 70-241, which section relates to stop intersections designated, in proper alphabetical order the following:

Barclay Street Northbound drivers on Barclay Street at Slade Street.

Section 2.

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

Barclay Street, from Dwelly Street to Slade Street in a northerly direction.

Section 3.

By inserting in Section 70-374, which section relates to thirty-minute parking, in proper alphabetical order the following:

(19) 8:00 a.m. – 9:30 p.m. Monday through Sunday

Pleasant Street, north side, starting at a point 88 feet west of Irving Street, for a distance of 30 feet westerly

(45) 9:00 a.m. – 9:00 p.m. Monday through Saturday and 12:00 p.m. to 5:00 p.m. Sunday

South Main Street, east side, starting at a point 20 feet north of Palmer Street, for a distance of 35 feet northerly

Section 4.

By inserting in Section 70-375, which section relates to one-hour parking, in proper alphabetical order the following:

(22) 11:00 a.m. – 7:00 p.m. Monday through Friday, 11:00 a.m. – 4:00 p.m. Saturday through Sunday

Kilburn Street, west side, starting at a point 62 feet north of Charles Street, for a distance of 60 feet.

Section 5.

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

Barlow Street, west side, starting at a point 318 feet south of Eaton Street, for a distance of 20 feet southerly

Beverly Street, west side, starting at a point 60 feet north of Walnut Street, for a distance of 20 feet northerly

High Street, west side, starting at a point 61 feet north of Franklin Street, for a distance of 20 feet northerly

Prospect Street, north side, starting at a point 20 feet north of Belmont Street, for a distance of 20 feet easterly

CITY OF FALL RIVER

After
Agenda 4C

To the City Council

Councillors:

The Committee on Ordinances and Legislation, at a meeting held on March 22, 2018, voted unanimously to recommend that the accompanying proposed ordinance be passed through first reading.



Assistant Clerk of Committees

City of Fall River, In City Council

After
Agenda 4C

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

That Chapter 70 of the Revised Ordinances of the City of Fall River, Massachusetts, 1999, which chapter relates to traffic be amended as follows:

By inserting a new section to read as follows:

Section 70-390 Street Sweeping

From April to November, Monday through Saturday, 8:00 a.m. to 2:00 p.m. as posted. Vehicles will be tagged/towed at owner's expense.

CITY OF FALL RIVER
IN CITY COUNCIL
FEB 27 2018

*Referred to the Committee
on Ordinances and Legislation*

CITY OF FALL RIVER

After
Agenda 4D

To the City Council

Councillors:

The Committee on Ordinances and Legislation, at a meeting held on March 22, 2018, voted unanimously to recommend that the accompanying proposed ordinance be passed through first reading.


Assistant Clerk of Committees

City of Fall River, *In City Council*

After
Agenda 4.D

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 as follows:

By inserting in Section 50-301, which section relates to salary schedules generally, in proper alphabetical order the following:

Student Intern Apprentice

Not to exceed \$15/hour

CITY OF FALL RIVER

*After
Agenda
4E*

To the City Council

Councillors:

The Committee on Ordinances and Legislation, at a meeting held on March 22, 2018, voted to recommend that the accompanying proposed ordinance be passed through first reading, with Councilor Shawn E. Cadime voting in the negative.

Chris Lute
Assistant Clerk of Committees

City of Fall River, In City Council

After
Agenda 4E

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 as follows:

By inserting in Section 50-301, which section relates to salary schedules generally, in proper alphabetical order the following:

Administrative Assistant/Code Enforcement

Not to exceed \$50,000.00 per annum

CITY OF FALL RIVER
IN CITY COUNCIL
FEB 27 2018

*Referred to the Committee
on Ordinances and Legislation*

CITY OF FALL RIVER

After
Agenda 4F

To the City Council

Councillors:

The Committee on Ordinances and Legislation, at a meeting held on March 22, 2018, voted unanimously to recommend that the accompanying proposed ordinance be passed through first reading, as amended.



Assistant Clerk of Committees

City of Fall River, *In City Council*

After
Agenda 4F

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 as follows:

By inserting in Section 50-301, which section relates to salary schedules generally, in proper alphabetical order the following:

Executive Administrative Assistant to the Chief of Police Not to exceed \$50,000.00 per annum

Resolution – City wide street sweeping program
CITY OF FALL RIVER

After
Agenda 46

To the City Council

Councillors:

The Committee on Ordinances and Legislation, at a meeting held on March 22, 2018, voted unanimously to recommend that the accompanying communication be granted leave to withdraw.

Tris Leite
Assistant Clerk of Committees

City of Fall River, *In City Council*

After
Agenda 4G

(Councilor Pam Laliberte-Lebeau)

(Councilor Cliff Ponte)

WHEREAS, the City of Fall River owns two street sweepers to assist in keeping the city clean, and

WHEREAS, a street sweeping schedule would improve the cleanliness of the City, and

WHEREAS, keeping Fall River clean should be a collaborative effort between the City and the residents, now therefore

BE IT RESOLVED, that the Department of Community Maintenance be invited to a future meeting of the Committee on Ordinances and Legislation to discuss the implementation and enforcement of a city wide street sweeping program.

In City Council, February 9, 2016

Adopted

A true copy. Attest:

Nelson M. Bouchard

City Clerk

tabled 3-1-16
tabled 3-29-16
tabled 5-17-16
waiting for rec.
from traffic comm.
tabled 12-6-16
tabled 5-9-17
tabled 2-13-18