

City of Fall River Massachusetts
Office of the City Clerk

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2014 NOV 14 A 11:48

CITY CLERK _____
FALL RIVER, MA

ALISON M. BOUCHARD
CITY CLERK

INÊS LEITE
ASSISTANT CITY CLERK

NOVEMBER 14, 2014
MEETINGS SCHEDULED FOR NEXT WEEK
CITY COUNCIL CHAMBER

TUESDAY, NOVEMBER 18, 2014

5:30 P.M. CITY COUNCIL PUBLIC HEARING – TAX CLASSIFICATION

6:00 P.M. COMMITTEE ON FINANCE OR IMMEDIATELY FOLLOWING THE
TAX CLASSIFICATION HEARING IF IT RUNS PAST 6:00 P.M.

1. Resolution – Harbormaster and Director of Financial Services/Treasurer discuss payment of invoices for pump outs in 2012, 2013 and 2014 (Adopted 10-28-14)
2. Resolution – Harbormaster provide update on moorings, their location, holder's name, length and type of vessel and record of fees paid (Adopted 10-28-14)
3. Communication from City Administrator requesting discussion of time sensitive financial orders

AGENDA

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 – None

PRIORITY COMMUNICATIONS

1. *Communication from Mayor and order regarding gift of 2006 Ford Expedition to the Fall River Fire Department – EMS Division
2. *Local Historic Commission and proposed ordinance re Fall River Highlands Local Historic District
3. *Corporation Counsel and order re former Silvia School located at 138 Hartwell Street
4. *Mayor and Employment Agreement for Police Chief Daniel Racine
5. Board of Election Commissioners official results of the State Election held on November 4, 2014

COMMITTEE REPORTS

Committee on Public Works and Transportation recommending:

Adoption:

6. Blue Chip Care.com, Inc., 37 Stafford Road – removal of 29 feet of curbing

ORDINANCES

Second Reading and Enrollment:

7. *Traffic, miscellaneous

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

RESOLUTIONS

8. *Committee on Economic Development and Tourism meet to discuss the future of Fall River's nineteenth century textile mills
9. *Committee on Ordinances and Legislation meet to discuss fees and fines pertaining to a violation of the handicapped parking ordinance
10. *Administration form an Audit Committee as recommended by CliftonLarsonAllen, LLP
11. *Committee on Ordinances and Legislation review Chapter 292 of the Acts of 1980, which outlines the recall process
12. *Administration fund much needed pieces of equipment for Department of Community Maintenance
13. *Committee on Finance meet to discuss city's health insurance and prescription plans
14. *Director of Code Enforcement work with Purchasing Agent to locate a company that offers a rent to own option for temporary fencing

CITATIONS – None

ORDERS – HEARINGS FOR TONIGHT – None

ORDERS – HEARINGS TO BE SCHEDULED – None

ORDERS – NO HEARING REQUIRED – None

ORDERS – MISCELLANEOUS

15. Police chief's report on licenses
16. Auto repair shop renewals

COMMUNICATIONS – INVITATIONS – PETITIONS

17. *Claims
18. *Street opening request for pavement less than 5 years old – Eagle Street at the intersection of Hope Street
19. *PERAC re Appropriation for Fiscal Year 2016
20. *City resident re bus service routes
21. Drainlayer license
22. *Structures on/over a public way – Bedford Street and South Main Street

BULLETINS – NEWSLETTERS – NOTICES – None


Assistant City Clerk

City of Fall River, In City Council

Finance /

(Councilor Leo O. Pelletier)

WHEREAS, Paul Borges completed hundreds of boat pump outs in 2012, 2013 and 2014 as part of the Clean Vessel Act, also known as the Fall River Harbormaster Pump Out Program, and

WHEREAS, Mr. Borges has not been paid for these services and is owed approximately \$3,000 by the City, and

WHEREAS, invoices have been submitted for payment, now therefore

BE IT RESOLVED, that Mr. Borges be paid for the services rendered, and

BE IT FURTHER RESOLVED, that the Harbormaster and the Director of Financial Services/Treasurer be invited to a future meeting of the City Council Committee on Finance to discuss this matter.

In City Council, October 28, 2014
Adopted

A true copy. Attest:

Alison M. Bouchard
City Clerk

City of Fall River, In City Council

(Councilor Leo O. Pelletier)

WHEREAS, many individuals pay mooring fees by check, and

WHEREAS, these checks have not been cashed for several years, now therefore

BE IT RESOLVED, that these checks be deposited immediately, and

BE IT FURTHER RESOLVED, that the Harbormaster and the Director of Financial Services/Treasurer be invited to a future meeting of the City Council Committee on Finance to discuss establishing a procedure to recoup these fees and prevent this loss of revenue in the future, and

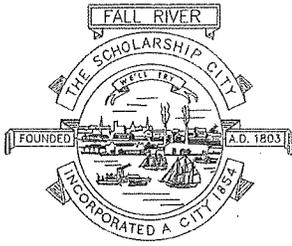
BE IT FURTHER RESOLVED, that the Harbormaster provide the Committee with a detailed list of moorings, their location, holder's name, length and type of vessel and a record of fees paid, as required by Section 82-66 of the Revised Ordinances of the City of Fall River, 1999.

In City Council, October 28, 2014
Adopted

A true copy. Attest:

Alison M. Bouchard
City Clerk

Finance 3



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

WILLIAM A. FLANAGAN
Mayor

CATHY ANN VIVEIROS
City Administrator

November 14, 2014

Joseph Camara, President
Fall River City Council
One Government Center
Fall River, Massachusetts 02722

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2014 NOV 14 P 12:16
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FALL RIVER, MA

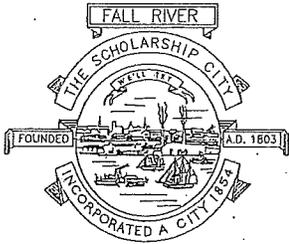
RE: Discussion of Financial Orders

Mr. President:

There are currently time sensitive financial orders pending in full Council. I respectfully request these items be placed on the Finance Agenda for Tuesday, November 18, 2014 to facilitate discussion of these transfers with the members of the City Council prior to full Council action.

Thank you.

Cathy Ann Viveiros,
City Administrator



City of Fall River
Massachusetts
Office of the Mayor

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WILLIAM A. FLANAGAN
Mayor

CITY CLERK _____
FALL RIVER, MA

October 30, 2014

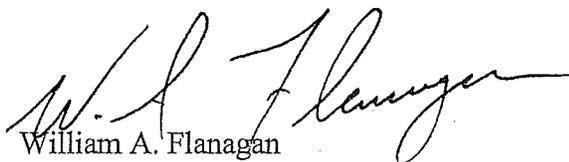
Honorable Members Fall River City Council
One Government Center
Fall River, Massachusetts 02722

RE: Gift-2006 Ford Expedition

Mr. President and Members of the Honorable Council:

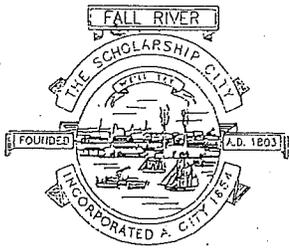
Fall River Fire Department EMS Paramedic Robert Camara would like to donate a 2006 Ford Expedition vehicle to the Fire Department EMS Division. This would be used as a command vehicle by the EMS Director. This is an extremely generous donation that is much needed in the EMS Division.

Your acceptance of this gift is respectfully requested.


William A. Flanagan
Mayor

City of Fall River, In City Council

ORDERED, that under the provisions of M.G.L. Chapter 44, Section 53A, the Fall River Fire Department, EMS Division be, and the same is hereby authorized to accept a gift of a 2006 Ford Explorer from EMS Paramedic Robert Camara.



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

WILLIAM A. FLANAGAN
Mayor

ROBERT J. VIVEIROS
Fire Chief

September 17, 2014

Mayor William A. Flanagan
City of Fall River
One Government Center
Fall River, MA 02722

Dear Mayor Flanagan:

Fall River Fire Department EMS Paramedic Robert Camara would like to donate a 2006 Ford Expedition vehicle to the Fire Department's EMS Division. This would be used as a command vehicle by the EMS Director. This is an extremely generous donation and is much needed in the EMS Division.

Sincerely,


Robert J. Viveiros
Fire Chief

Cc: City Council

CITY CLERK
FALL RIVER, MA

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2



City of Fall River
Massachusetts
Local Historic Commission

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2014 OCT 31 A 11: 39

CITY CLERK _____
FALL RIVER, MA

October 25, 2014

Fall River City Council
C/O City Council President Joseph Camara
1 Government Center
Fall River, MA 02722

Dear President Camara,

The City of Fall River's Local Historic District Study Committee and Historic Commission, in collaboration with the Preservation Society of Fall River, has been for several years working toward the adoption of an MGL 40C/Local Historic District. Recently the "Report" was reviewed and approved by Ms Elizabeth Dennehy from our Zoning Department, and Mr. Christopher Skelly from the Massachusetts Historic Commission. A public hearing was held on September 17th 2014.

We now request that the City Council vote to refer the proposal to the Committee on Ordinances and Legislation. The map and ordinances are found within the "Report," which was mailed to each Councilor in September, an online copy can be found @ www.fallriverpreservation.org, or may easily be supplied by the Committee or the Preservation Society.

Many years ago the Local Historic District proposal was voted down by City Council (c.1980's), but this time the Study Committee and the Society believe that changes in approach will ultimately make this proposal better than in the past, namely: the boundaries of the district are much smaller, the property owners have been included in the process, and the ordinances have been eased to review only the common core element of architectural design and materials, excluding; paint color, pathways, fences, etc. The greatest myth that must be clarified is that no property owner is required to make changes, i.e., if a house in the district has vinyl siding, that's ok, they do not need to remove the vinyl siding.

Aside from historic preservation, adoption of a Local Historic District is also credited with buoying property values, improving community pride, increasing demand for skilled labor, creating a middle-class real estate niche market, and accentuating our heritage tourism.

Sincerely,

Connie Soule, Secretary
508-361-2719
Local Historic District Study Committee

APPENDIX III:
PROPOSED ORDINANCE

FALL RIVER HIGHLANDS LOCAL HISTORIC DISTRICT ORDINANCE

The City of Fall River hereby establishes the Highlands Local Historic District, to be administered by the Fall River Historic District Commission as provided for under Massachusetts General Laws Chapter 40C, as amended.

1. PURPOSE

The purpose of this ordinance is to aid in the preservation and protection of the distinctive characteristics and architecture of buildings and places significant in the history of the Fall River, the maintenance and improvement of their settings and the encouragement of new building designs compatible with the existing architecture.

2. DEFINITIONS

The terms defined in this section shall be capitalized throughout this Ordinance. Where a defined term has not been capitalized, it is intended that the meaning of the term be the same as the meaning ascribed to it in this section unless another meaning is clearly intended by its context. As used in this Ordinance the following terms shall have the following meaning:

ALTERATION, TO ALTER

The act or the fact of rebuilding, reconstruction, restoration, replication, removal, demolition, and other similar activities.

BUILDING

A combination of materials forming a shelter for persons, animals or property.

CERTIFICATE

A Certificate of Appropriateness, a Certificate of Non-Applicability, or a Certificate of Hardship as set forth in this Ordinance.

COMMISSION

The Historic District Commission as established in this Ordinance.

CONSTRUCTION, TO CONSTRUCT

The act or the fact of building, erecting, installing, enlarging, moving and other similar activities.

DISPLAY AREA

The total surface area of a SIGN, including all lettering, wording, designs, symbols, background and frame, but not including any support structure or bracing incidental to the SIGN. The DISPLAY AREA of an individual letter SIGN or irregular shaped SIGN shall be the area of the smallest rectangle into which the letters or shape will fit. Where SIGN faces are placed back to back and face in opposite directions, the DISPLAY AREA shall be defined as the area of one face of the SIGN.

DISTRICT

The Fall River Local Historic District as established in this Ordinance consisting of one or more DISTRICT areas.

EXTERIOR ARCHITECTURAL FEATURE

Such portion of the exterior of a BUILDING or STRUCTURE as is open to view from a public way or ways, including but not limited to architectural style and general arrangement and setting thereof, the kind and texture of exterior building materials, and the type and style of windows, doors, lights, signs and other appurtenant exterior fixtures.

PERSON AGGRIEVED

The applicant; an owner of adjoining property; an owner of property within the same DISTRICT area; an owner of property within 100 feet of said DISTRICT area; and any charitable corporation in which one of its purposes is the preservation of historic places, structures, BUILDINGS or districts.

SIGNS

Any symbol, design or device used to identify or advertise any place of business, product, activity or person.

STRUCTURE

A combination of materials other than a BUILDING, including but not limited to a SIGN, fence, wall, terrace, walk or driveway.

TEMPORARY STRUCTURE or BUILDING

A BUILDING not to be in existence for a period of more than two years. A STRUCTURE not to be in existence for a period of more than one year. The COMMISSION may further limit the time periods set forth herein as it deems appropriate.

3. DISTRICT

The DISTRICT shall consist of the area as depicted in Section 13 (Appendices) of this Ordinance.

4. COMMISSION

4.1 The DISTRICT shall be overseen by a COMMISSION consisting of seven members, to be appointed by the Mayor, two members initially to be appointed for one year, two for two years, and two for three years, and each successive appointment to be made for three years.

4.2 The COMMISSION shall include, if possible, one member from two nominees solicited from the Fall River Preservation Society, one member from two nominees solicited from the chapter of the American Institute of Architects covering Fall River; one member from two nominees of the Board of Realtors covering Fall River; and one property owner from within each of the DISTRICT areas. If within thirty days after submission of a written request for nominees to any of the organizations herein named insufficient nominations have been made, the Mayor may proceed to make appointments as it desires.

4.3 The Mayor may appoint up to four alternate members to the COMMISSION. Each alternate member shall have the right to act and vote in the place of one regular member should such regular member be absent from a meeting or be unwilling or unable to act or vote. Said alternate members shall initially be appointed for terms of two or three years, and for three-year terms thereafter.

4.4 Each member and alternate member shall continue to serve in office after the expiration date of his or her term until a successor is duly appointed.

4.5 Meetings of the COMMISSION shall be held at the call of the Chairman, at the request of two members and in such other manner as the COMMISSION shall determine in its Rules and Regulations.

4.6 A majority of members of the COMMISSION shall constitute a quorum.

5. COMMISSION POWERS AND DUTIES

5.1 The COMMISSION shall exercise its powers in administering and regulating the CONSTRUCTION and ALTERATION of any STRUCTURES or BUILDINGS within the DISTRICT as set forth under the procedures and criteria established in this Ordinance. In exercising its powers and duties hereunder, the COMMISSION shall pay due regard to the distinctive characteristics of each BUILDING, STRUCTURE and DISTRICT area.

5.2 The COMMISSION may adopt, and from time to time amend, reasonable Rules and Regulations not inconsistent with the provisions of this Ordinance or M.G.L. Chapter 40C, setting forth such forms and procedures as it deems desirable and necessary for the regulation of its affairs and the conduct of its business, including requirements for the contents and form of applications for CERTIFICATES, fees, hearing procedures and other matters. The COMMISSION shall file a copy of any such Rules and Regulations with the office of the City Clerk.

5.3 The COMMISSION, after a public hearing duly posted and advertised at least fourteen (14) days in advance in a conspicuous place in Fall River Government Center and in a newspaper of general circulation, may adopt and from time to time amend guidelines which set forth the designs for certain EXTERIOR ARCHITECTURAL FEATURES which are, in general, suitable for the issuance of a CERTIFICATE. No such design guidelines shall limit the right of an applicant for a CERTIFICATE to present other designs to the COMMISSION for approval.

5.4 The COMMISSION shall at the beginning of each fiscal year hold an organizational meeting and elect a Chairman, a Vice Chairman and Secretary, and file notice of such election with the office of the City Clerk.

5.5 The COMMISSION shall keep a permanent record of its resolutions, transactions, decisions and determinations and of the vote of each member participating therein.

5.6 The COMMISSION shall undertake educational efforts to explain to the public and property owners the merits and functions of a DISTRICT.

6. ALTERATIONS AND CONSTRUCTION PROHIBITED WITHOUT A CERTIFICATE

6.1 Except as this Ordinance provides, no BUILDING or STRUCTURE or part thereof within a DISTRICT shall be CONSTRUCTED or ALTERED in any way that affects the EXTERIOR ARCHITECTURAL FEATURES as visible from a public way, unless the COMMISSION shall first have issued a CERTIFICATE with respect to such CONSTRUCTION or ALTERATION.

6.2 No building permit for CONSTRUCTION of a BUILDING or STRUCTURE or for ALTERATION of an EXTERIOR ARCHITECTURAL FEATURE within a DISTRICT and no demolition permit for demolition or removal of a BUILDING or STRUCTURE within a DISTRICT shall be issued by the City or any department thereof until a CERTIFICATE as required under this Ordinance has been issued by the COMMISSION.

7. PROCEDURES FOR REVIEW OF APPLICATIONS

7.1 Any person who desires to obtain a CERTIFICATE from the COMMISSION shall file with the COMMISSION an application for a CERTIFICATE of Appropriateness, of Non-Applicability or of Hardship, as the case may be. The application shall be accompanied by such plans, elevations, specifications, material and other information, including in the case of demolition or removal a statement of the proposed condition and appearance of the property thereafter, as may be reasonably deemed necessary by the COMMISSION to enable it to make a determination on the application.

7.2 The COMMISSION shall determine within fourteen (14) days of the filing of an application for a CERTIFICATE whether said application involves any EXTERIOR ARCHITECTURAL FEATURES which are within the jurisdiction of the COMMISSION.

7.3 If the COMMISSION determines that an application for a CERTIFICATE does not involve any EXTERIOR ARCHITECTURAL FEATURES, or involves an EXTERIOR ARCHITECTURAL FEATURE which is not subject to review by the COMMISSION under the provisions of this Ordinance, the COMMISSION shall forthwith issue a CERTIFICATE of Non-Applicability.

7.4 If the COMMISSION determines that such application involves any EXTERIOR ARCHITECTURAL FEATURE subject to review under this Ordinance, it shall hold a public hearing on the application, except as may otherwise be provided in this Ordinance. The COMMISSION shall hold such a public hearing within forty-five (45) days from the date of the filing of the application. At least fourteen (14) days before said public hearing, public notice shall be given by posting in a conspicuous place in Fall River Government Center and in a newspaper of general circulation in Fall River. Such notice shall identify the time, place and purpose of the public hearing. Concurrently, a copy of said public notice shall be mailed to the applicant, to the owners of all adjoining properties and of other properties deemed by the COMMISSION to be materially affected thereby, all as they appear on the most recent applicable tax list, to the Planning Board, to any person filing a written request for notice of hearings, such request to be renewed yearly in December, and to such other persons as the COMMISSION shall deem entitled to notice.

7.4.1 A public hearing on an application for a CERTIFICATE need not be held if such hearing is waived in writing by all persons entitled to notice thereof. In addition, a public hearing on an application for a CERTIFICATE may be waived by the COMMISSION if COMMISSION determines that the EXTERIOR ARCHITECTURAL FEATURE, or its category, is so insubstantial in its effect on the DISTRICT that it may be reviewed by the COMMISSION without a public hearing. If the COMMISSION dispenses a public hearing on an application for a CERTIFICATE, notice of such application be given to the owners of all adjoining property and of other property deemed by the COMMISSION to be materially affected thereby as above provided, and ten (10) days shall elapse after the mailing of such notice before the COMMISSION may act upon such application.

7.5 Within sixty (60) days after the filing of an application for a CERTIFICATE, or within such further time as the applicant may allow in writing, the COMMISSION shall issue a CERTIFICATE or a disapproval. In the case of a disapproval of an application for a CERTIFICATE, the COMMISSION shall set forth in its disapproval the reasons for such disapproval. The COMMISSION may include in its disapproval specific recommendations for changes in the applicant's proposal with respect to the appropriateness of design, arrangement, texture, material and similar features, which, if made and filed with the COMMISSION in a subsequent application, would make the application acceptable to the COMMISSION.

7.6 The concurring vote of a majority of the members shall be required to issue a CERTIFICATE.

7.7 In issuing CERTIFICATES, the COMMISSION may, as it deems appropriate, impose certain conditions and limitations, and may require architectural or plan modifications consistent with the intent and purpose of this Ordinance.

7.8 If the COMMISSION determines that the CONSTRUCTION or ALTERATION for which an application for a CERTIFICATE of Appropriateness has been filed will be appropriate for or compatible with the preservation or protection of the DISTRICT, the COMMISSION shall issue a CERTIFICATE of Appropriateness.

7.9 If the CONSTRUCTION or ALTERATION for which an application for a CERTIFICATE of Appropriateness has been filed shall be determined to be inappropriate and therefore disapproved, or in the event of an application for a CERTIFICATE of Hardship, the COMMISSION shall determine whether, owing to conditions especially affecting the BUILDING or STRUCTURE involved, but not affecting the DISTRICT generally, failure to approve an application will involve a substantial hardship, financial or otherwise, to the applicant and whether such application may be approved without substantial detriment to the public welfare and without substantial derogation from the intent and purposes of this Ordinance. If the COMMISSION determines that owing to such conditions failure to approve an application will involve substantial hardship to the applicant and approval thereof may be made without such substantial detriment or derogation, the COMMISSION shall issue a CERTIFICATE of Hardship.

7.10 The COMMISSION shall send a copy of its CERTIFICATES and disapprovals to the applicant and shall file a copy of its CERTIFICATES and disapprovals with the office of the City Clerk and the Building Commissioner. The date of issuance of a CERTIFICATE or disapproval shall be the date of the filing of a copy of such CERTIFICATE or disapproval with the office of the City Clerk.

7.11 If the COMMISSION should fail to issue a CERTIFICATE or a disapproval within sixty (60) days of the filing of the application for a CERTIFICATE, or within such further time as the applicant may allow in writing, the COMMISSION shall thereupon issue a CERTIFICATE of Hardship Due to Failure to Act.

7.12 Each CERTIFICATE issued by the COMMISSION shall be dated and signed by its chairman or such other person designated by the COMMISSION to sign such CERTIFICATES on its behalf.

7.13 A PERSON AGGRIEVED by a determination of the COMMISSION may, within twenty (20) days of the issuance of a CERTIFICATE or disapproval, file a written APPEAL with the COMMISSION for a review by a person or persons of competence and experience in such matters, acting as arbitrator and designated by the regional planning agency. The finding of the person or persons making such review shall be filed with the City Clerk within forty-five (45) days after the request, and shall be binding on the applicant and the COMMISSION, unless a further appeal is sought in the Superior Court as provided in Chapter 40C, Section 12A. The filing of such further appeal shall occur within twenty (20) days after the finding of the arbitrator has been filed with the office of the City Clerk.

8. CRITERIA FOR DETERMINATIONS

8.1 In deliberating on applications for CERTIFICATES, the COMMISSION shall consider, among other things, the historic and architectural value and significance of the site, BUILDING or STRUCTURE; the general design, proportions, detailing, mass, arrangement, texture, and material of the EXTERIOR ARCHITECTURAL FEATURES involved; and the relation of such EXTERIOR ARCHITECTURAL FEATURES to similar features of BUILDINGS and STRUCTURES in the surrounding area.

8.2 In the case of new CONSTRUCTION or additions to existing BUILDINGS or STRUCTURES, the COMMISSION shall consider the appropriateness of the scale, shape and proportions of the BUILDING or STRUCTURE both in relation to the land area upon which the BUILDING or STRUCTURE is situated and in relation to BUILDINGS and STRUCTURES in the vicinity. The COMMISSION may in appropriate cases impose dimensional and setback requirements in addition to those required by applicable statute or ordinance.

8.3 When ruling on applications for CERTIFICATES on solar energy systems as defined in Section IA of Chapter 40A, the COMMISSION shall consider the policy of the Commonwealth of Massachusetts to encourage the use of solar energy systems and to protect solar access.

8.4 The COMMISSION shall not consider interior arrangements or architectural features not subject to public view from a public way.

9. EXCLUSIONS

9.1 The COMMISSION shall exclude from its purview the following:

9.1.1 Temporary BUILDINGS, STRUCTURES or SIGNS subject, however, to conditions pertaining to the duration of existence and use, location, lighting, removal and similar matters as the COMMISSION may reasonably specify.

9.1.2 Terraces, walks, driveways, sidewalks and similar STRUCTURES, provided that any such STRUCTURE is substantially at grade level.

9.1.3 Storm windows and doors, screen windows and doors, and window air conditioners.

9.1.4 The color of paint.

9.1.5 The color of materials used on roofs.

9.1.6 Signs of not more than two (2) square feet in DISPLAY AREA in-connection with use of a residence for a customary home occupation or for professional purposes, provided only one such sign is displayed in connection with each residence and if illuminated is illuminated only indirectly; and one sign in connection with the nonresidential use of each BUILDING or STRUCTURE which is not more than six (6) square feet in DISPLAY AREA, consists of letters painted on wood without symbol or trademark and if illuminated is illuminated indirectly.

9.1.7 The reconstruction, substantially similar in exterior design, of a BUILDING, STRUCTURE or EXTERIOR ARCHITECTURAL FEATURE damaged or destroyed by fire, storm or other disaster, provided such reconstruction is begun within one year thereafter and carried forward with due diligence.

9.2 Upon request the COMMISSION shall issue a CERTIFICATE of Non-Applicability with respect to CONSTRUCTION or ALTERATION in any category not subject to review by the COMMISSION in accordance with the above provisions.

9.3 Nothing in this Ordinance shall be construed to prevent the ordinary maintenance, repair or replacement of any EXTERIOR ARCHITECTURAL FEATURE within a DISTRICT which does not involve a change in design, material or the outward appearance thereof, nor to prevent landscaping with plants, trees or shrubs, nor construed to prevent the meeting of requirements certified by a duly authorized public officer to be necessary for public safety because of an unsafe or dangerous condition, nor construed to prevent any CONSTRUCTION or ALTERATION under a permit duly issued prior to the effective date of this Ordinance.

10. CATEGORICAL APPROVAL

The COMMISSION may determine from time to time after a public hearing, duly advertised and posted at least fourteen (14) days in advance in a conspicuous place in Fall River Government Center and in a newspaper of general circulation in Fall River, that certain categories of EXTERIOR ARCHITECTURAL FEATURES, STRUCTURES or BUILDINGS under certain conditions may be CONSTRUCTED or ALTERED without review by the COMMISSION without causing substantial derogation from the intent and purpose of this Ordinance.

11. ENFORCEMENT AND PENALTIES

11.1 The COMMISSION shall determine whether a particular activity is in violation of this Ordinance or not, and the COMMISSION shall be charged with the enforcement of this Ordinance.

11.2 The COMMISSION, upon a written complaint of any resident of Fall River or owner of property within Fall River, or upon its own initiative, shall institute any appropriate action or proceedings in the name of the City of Fall River to prevent, correct, restrain or abate violation of this Ordinance. In the case where the COMMISSION is requested in writing to enforce this Ordinance against any person allegedly in violation of same and the COMMISSION declines to act, the COMMISSION shall notify, in writing, the party requesting such enforcement of any action or refusal to act and the reasons therefore, within twenty one (21) days of receipt of such request.

11.3 Whoever violates any of the provisions of this Ordinance shall be punishable by a fine of up to \$300.00 for each offense. Each day during any portion of which such violation continues to exist shall constitute a separate offense.

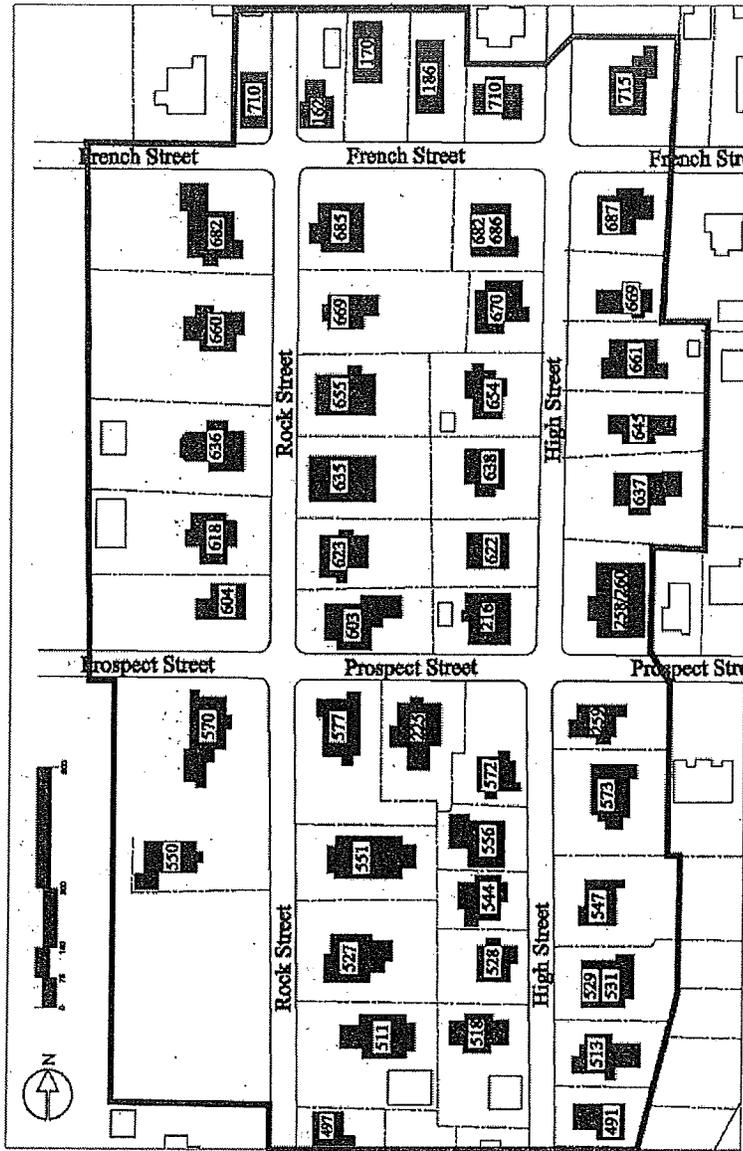
11.4 The COMMISSION may designate the Building Commissioner of the City of Fall River to act on its behalf and to enforce this Ordinance under the direction of the COMMISSION.

12. VALIDITY AND SEPARABILITY

The provisions of this Ordinance shall be deemed to be separable. If any of its provisions, sections, subsections, sentences or clauses shall be held to be invalid or unconstitutional by any court of competent jurisdiction, the remainder of this Ordinance shall continue to be in full force and effect.

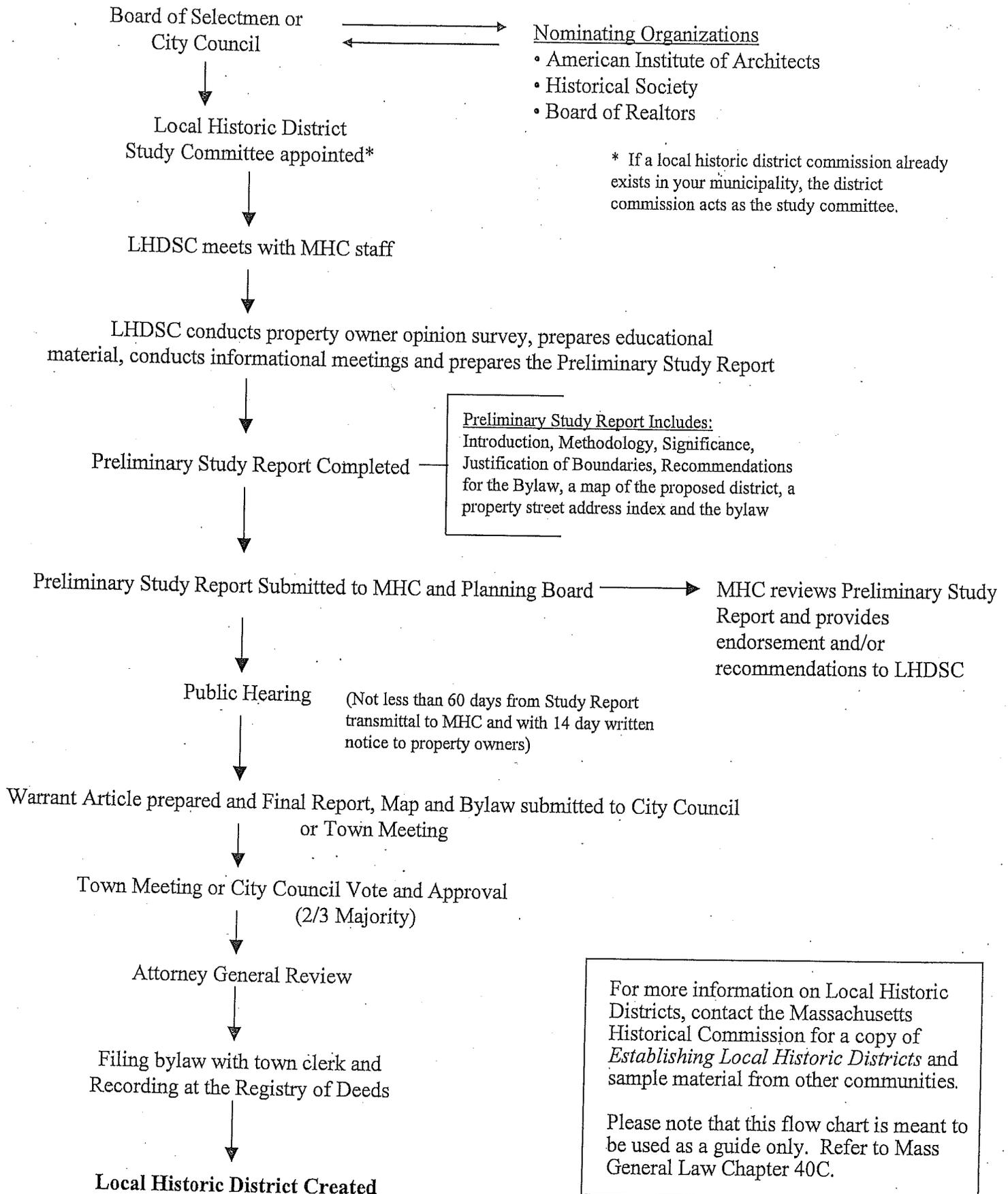
13. APPENDICES

(see next page)



Fall River Preservation Society
80 Belmont Street
Fall River, MA 02720
508.673.4841

Establishing a Local Historic District Flow Chart





The Commonwealth of Massachusetts
William Francis Galvin, Secretary of the Commonwealth
Massachusetts Historical Commission

June 7, 2014

Marie-Claire Soule
577 Rock Street
Fall River, MA 02720

RE: Highlands Local Historic District

Dear Ms. Soule:

Your Local Historic District Preliminary Study Report has been received by the Massachusetts Historical Commission.

For substantial purposes under M.G.L. Chapter 40C, this report is considered **COMPLETE**.

Your report was received by the Massachusetts Historical Commission on June 4, 2014. According to M.G.L. Chapter 40C, you must hold the public hearing at least 60 days from the date received by MHC.

I wish you the best of luck in your local historic district endeavors. If you have any questions, please do not hesitate to contact me. I look forward to hearing from you.

Sincerely,

Christopher C. Scully
Director of Local Governmental Programs



The Commonwealth of Massachusetts
William Francis Galvin, Secretary of the Commonwealth
Massachusetts Historical Commission

September 15, 2014

Maria Connie Soule
577 Rock Street
Fall River, MA 02720

RE: Highlands Local Historic District

Dear Ms. Soule:

I am pleased to inform you that the Massachusetts Historical Commission voted on September 10, 2014 to acknowledge receipt of the Preliminary Study Report for the Highlands Historic District and provide the following advisory recommendations and comments:

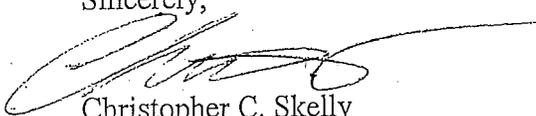
The Massachusetts Historical Commission encourages the city of Fall River to establish the Highlands Local Historic District.

The study committee should investigate protecting additional significant historic resources through larger or additional local historic districts in this area.

The study committee should review with MHC staff various revisions to the preliminary study report.

I wish you the best of luck in your local historic district endeavors. If you have any questions, please do not hesitate to contact me. I look forward to hearing from you.

Sincerely,


Christopher C. Skelly
Director of Local Government Programs



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

Planning Division

WILLIAM A. FLANAGAN
Mayor

HENRY R. VAILLANCOURT MD, MPH
Director
Department of Community Services

ELIZABETH R. DENNEHY, MPA
Planning Director

July 24, 2014

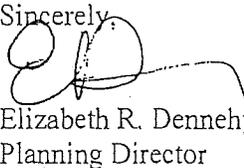
Preliminary Study Report Committee
Maria Connie Soule
577 Rock Street
Fall River, MA 02720

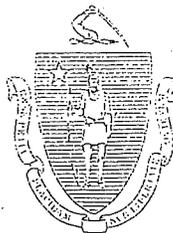
Dear Ms. Soule:

Please accept this letter as confirmation that the Preliminary Study Report pertaining to the creation of the Highlands Local Historic District that you provided to our office has been reviewed.

Additionally, at a duly called and properly posted meeting of the Fall River Planning Board held on Thursday, July 17, 2014, the Board unanimously voted to place the Preliminary Study Report on file at our office and to inform you that at the present time, the Planning Division does not have any comments, questions or concerns regarding the Preliminary Study Report.

Sincerely,


Elizabeth R. Dennehy
Planning Director



The Commonwealth of Massachusetts
William Francis Galvin, Secretary of the Commonwealth
Massachusetts Historical Commission

June 9, 2014

Maria Connie Soule
577 Rock Street
Fall River, MA 02720

RE: Highlands Local Historic District

Dear Ms. Soule:

Your Local Historic District Preliminary Study Report has been received by the Massachusetts Historical Commission.

For submittal purposes under M.G.L. Chapter 40C, this report is considered **COMPLETE**.

Your report was received by the Massachusetts Historical Commission on June 4, 2014. According to M.G.L. Chapter 40C, you must hold the public hearing at least 60 days from the date received by MHC.

I wish you the best of luck in your local historic district endeavors. If you have any questions, please do not hesitate to contact me. I look forward to hearing from you.

Sincerely,

A handwritten signature in black ink, appearing to read "Christopher C. Skelly".

Christopher C. Skelly
Director of Local Government Programs

3

City of Fall River
Office of the Corporation Counsel

WILLIAM A. FLANAGAN
Mayor

ELIZABETH SOUSA
Corporation Counsel



GARY P. HOWAYECK
Assistant Corporation Counsel

CHRISTY M. DIORIO
Assistant Corporation Counsel

November 12, 2014

City Council
1 Government Center
Fall River, MA 02721

RE: Former Silvia School
138 Hartwell Street, Fall River, MA

Dear Council President:

At the request of the Real Estate Committee please find attached an order that allows me to negotiate and execute a purchase and sales agreement for the sale of the former Silvia School to CD REC that shall be contingent upon CD REC performing phase II environmental testing. I am requesting that this matter be addressed at the Council next regular scheduled meeting.

Thank you for your attention to this matter. If you have any questions please do not hesitate to contact me.

Sincerely,

Elizabeth Sousa

Encl.

cc: City Clerk

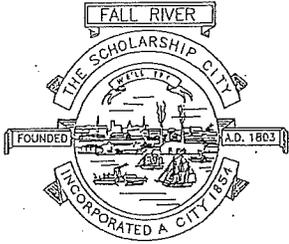
CITY CLERK
FALL RIVER, MA

2014 NOV 12 P 2:35

RECEIVED

City of Fall River, In City Council

ORDERED, that the City Council of the City of Fall River hereby accepts the recommendation of the Real Estate Committee and orders that Corporation Counsel negotiate and execute a Purchase & Sales Agreement for sale of the former Silvia School which shall be contingent upon Greater Fall River RE-CREATION performing phase II environmental testing on the property at their sole cost and expense. The execution of a Quitclaim Deed shall be in a form acceptable to the Corporation Counsel.



City of Fall River
Massachusetts
Office of the Mayor

4

RECEIVED

2014 NOV 12 P 3:48

WILLIAM A. FLANAGAN
Mayor

CITY CLERK _____
FALL RIVER, MA

November 12, 2014

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

RE: Police Chief Contract

Dear Council President:

Please find attached an Employment Agreement to be entered into between the City of Fall River and Police Chief Daniel Racine. I respectfully request the Council's approval of the Employment Agreement at its next scheduled meeting.

Very Truly Yours,

William A. Flanagan
Mayor

Encl./ES

cc: Cathy Ann Viveiros, City Administrator

City of Fall River, In City Council

ORDERED, that the appointment by the Mayor of Daniel S. Racine as Chief of Police be and the same is hereby confirmed, and be it further

ORDERED, that the contract which is attached hereto and incorporated herein by reference, is hereby approved.

EMPLOYMENT AGREEMENT

This employment agreement is made pursuant to G.L. c. 41 § 1080,¹ on this day of December, 2014 by and between the City of Fall River, Massachusetts (hereinafter called "City") and Daniel Racine, (hereinafter called the "Chief").

In consideration of the mutual promises and agreements herein contained, the City, pursuant to M.G.L. Ch. 43; §52, hires and employs the Chief of Police and the Chief of Police agrees to work for and enter into service of the City. The Chief of Police shall only report directly to the Mayor at such times and places as the Mayor reasonably shall determine. The Chief of Police shall at all times have and retain police powers of the City of Fall River consistent with M.G.L. c. 41 § 98, M.G.L. c. 41 § 99, M.G.L. c. 37 § 13, and common law.

DUTIES

The Chief shall be the head of the Fall River Police Department and shall be responsible and accountable for the effective management and operation of said department in accordance with all laws, ordinances and collectively bargaining agreements.² The Chief shall have the necessary authority to effectively and efficiently operate the Fall River Police Department, including but not limited to the following:

- a. To be in control of the Fall River Police Department and all its equipment and apparatus including the Fall River Police Signal System and all appurtenances whether fixed or movable,

¹ M.G.L. c. 41 § 1080, states that, "Any city or town through its appointing authority, may establish an employment contract for the salary, fringe benefits and other conditions of employment, including but not limited to, severance pay, relocation expenses, reimbursement for expenses incurred in the performance of his duties or office, liability insurance, conditions of discipline, termination, dismissal, reappointment, performance standards and leave for its police chief and fire chief, or a person performing such duties having a different title. In communities where said police chief and fire chief is subject to the provisions of this section conflict with the provisions of said chapter thirty-one.

"Said contract shall prevail over any conflicting provision of any local personnel by-law, ordinance, rule or regulation. In addition to the benefits provided municipal employees under chapter thirty-two and thirty-two B, said contract may provide for supplemental retirement and insurance benefits.

"Nothing contained in this section shall affect the appointment powers of any city or town over its police chief and fire chief, or such person performing such duties with a different title. In the absence of any conflicting provisions in an employment contract, nothing contained in this section shall affect the removal powers of any city or town over its police chief and fire chief or such person performing such duties with a different title.

"Nothing contained in this section shall grant tenure to such officer, nor shall it abridge the provisions of section sixty-seven of chapter forty-four. If there is no employment contract in force, and if the police chief or fire chief has an appointment for a term, the appointing authority shall give such chief at least one year's written notice if it decides not to reappoint said chief."

² St. 1995, c. 289, § 1, approved Dec. 7, 1995, concerning M.G.L. c. 41 § 1080, provides @ section 2 that, "Any provisions of said contract shall prevail over the conflicting provisions of a city or town charter."

used in connection therewith including the police department buildings, and may make rules, regulations, policies and procedures governing the same;

b. To discipline any sworn or non-sworn member of the Fall River Police Department, in his discretion, either by reprimand, by suspension with or without pay, by being reduced in rank, or by dismissal from the department, or any other disciplinary action in accordance with applicable law;

c. To prepare the annual budget for the Fall River Police Department and to approve departmental expenditures in accordance with the Mayor's approved budget for the Department and in accordance with local and state laws;

d. To make all assignments and transfers of department personnel;

e. To establish uniform and equipment specifications for the Police Department. Uniform specifications shall specify the items which comprise the uniform, as well as the grade, quality and/or number of units of each uniform item so specified;

f. To establish weapons and ammunition specifications for the police department. An officer of the department shall carry only those weapons and ammunition authorized by the Chief of Police pursuant to M.G.L. c. 41 § 98 and the rules and regulations and the policies and procedures of the department;

g. To appoint, screen, select and promote personnel for positions within the Fall River Police Department in accordance with personnel policy and procedures of the City and the Massachusetts Civil Services laws, statues, city ordinances and relevant labor contracts;

h. The Chief shall report to the Mayor either orally or in writing, when requested or required in order to insure the proper communication between the Mayor and the Police Department;

i. The Chief shall be available for hearing before any board or body of the City at which the Police Department is requested to appear upon reasonable notice and with the approval of the appointing authority;

j. The Chief shall design and implement such other reasonable personnel programs and procedures as are not inconsistent with city policy, Massachusetts statues, and relevant labor agreements;

k. The Chief shall be responsible for the overall operation and management of the department in accordance with all local, state and federal laws and all applicable labor contracts;

l. The authority to appoint deputy chiefs, captains, lieutenants, sergeants and police officers is conferred upon the Chief. With the approval of the Mayor, the Chief of Police may from time to time modify the organization chart of the Fall River Police Department whether by adding or abolishing positions of the rank and file for increased proficiency and effectiveness in delivering services to the community. Any decision to abolish a non-civil service position or a civil service

position will be done with the approval of the Mayor and, where necessary, consistent with M.G.L. c. 31.

PERFORMANCE AND PROFESSIONAL DEVELOPMENT

The Chief agrees to devote his entire time, skill and attention to his employment and to perform his duties in an efficient, trustworthy and professional manner, all in the best interest of the City. The term "entire time" shall mean the hours of work established generally for members of the Fall River Police Department and such other hours as are reasonably required for the proper functioning of the Fall River Police Department. The Chief shall, without further compensation, devote such evening hours as are required for the proper performance of his duties, such as attendance at City Council meetings, board meetings of whatever name and nature, and shall travel within and without the Commonwealth of Massachusetts for such periods of time as required by the Mayor, the expenses for such travel and accommodations to be paid by the City. It is recognized that the Chief must devote time outside the Police Department's normal office hours (Monday-Friday, 8:30 AM to 4:30 PM) to complete Police Department business and respond to emergencies and, to that end, the Chief shall be allowed to take compensatory time off during said normal office hours at such times as to interfere least with the efficient operation of the Police Department.

The City recognizes the importance of continuous professional development of its employees, and agrees that the Chief shall be given adequate opportunities to develop his skills and abilities as a law enforcement administrator. The City will reimburse the Chief for travel, food and lodging expenses in connection with, but not limited to, law enforcement presentations, seminars, clinics and lectures that, in his reasonable judgment, are necessary for his professional development with the prior approval of the Mayor. Such approval shall not be unreasonably withheld.

The Chief may, without loss of pay, vacation time or any other benefit, attend the annual convention of the Massachusetts Chiefs of Police Association, the annual convention of the International Association of Chiefs of Police and the annual FBI Law Enforcement Executive Development Conference. All reasonable travel expenditures, including, but not limited to, flight, lodging, and food, reasonably associated with the aforementioned conventions will be reimbursed by the City.

The City agrees to pay for the professional dues and subscriptions for the Chief's continuation and full participation in national, regional, state and local associations, organizations necessary and desirable for his continued professional growth and advancement and for the betterment of the City. These associations and organizations will include but not be limited to, the International Association of Chiefs of Police, the Massachusetts Association of Chiefs of Police, the Southeastern Massachusetts Association of Chiefs of Police, the New England Association of Chiefs of Police, the Police Executive Research Forum, and the Massachusetts Large City Chiefs of Police Association. The City also agrees to reimburse the Chief for any direct costs associated with admission, meals, and travel expenses, for attending testimonials for other Massachusetts public safety officials.

PERFORMANCE EVALUATION

The Chief's performance may be reviewed and evaluated by the Mayor via a written evaluation instrument during the term of this Agreement for the purpose of evaluating the overall effectiveness of the Chief of Police in his position. In the event that the City of Fall River established a performance evaluation program for determining increment raises, adjustments and/or merit pay for department heads then the City may elect to have the Chief participate in said performance evaluation program, but in no event shall the Chief receive an increment raise or adjustment in an amount less than that provided for in the compensation and benefits section of this Agreement.

COMPENSATION AND BENEFITS

The City shall pay the Chief an annual base salary of \$129,432.24 payable at the same time and manner as other employees of the City of Fall River. Said salary shall thereafter be adjusted with increment raises or adjustments in the same amount and at the same time as other sworn personnel of the Police Department, as covered under the "Fall River Police Superior Officers Association" collective bargaining agreement.

The Chief of Police shall be entitled to the following benefits:

- a. Health and Dental Insurance, as provided to members of the Fall River Police Superior Officer Association and as contained in their collective bargaining agreement;
- b. Life Insurance, as provided to members of the Fall River Police Superior Officers Association and as contained in their collective bargaining agreement;
- c. Retirement Plan, as calculated and provided to members of the Fall River Police Superior Officers Association and as contained in their collective bargaining agreement;
- d. Voluntary Deferred Compensation, as provided to members of the Fall River Police Superior Officers Association and as contained in their collective bargaining agreement;
- e. Sick leave, personal days, bereavement leave and holiday pay, shall be accrued in accordance with the Fall River Police Superior Officers Association collective bargaining agreement, such time shall be reasonably approved by the Mayor after having considered the request of the Chief, but to interfere least with the efficient operation of the Police Department. Any unused personal time shall expire at the end of the calendar year;
- f. All banked compensatory time at the commencement of this contract shall be retained.
- g. The Chief shall be granted six weeks' vacation each calendar year, the time for such vacation in each year to be reasonably approved by the Mayor after having considered the request of the Chief, but to interfere least with the efficient operation of the Police Department. If at the end of any calendar year the Chief has any accumulated unused

vacation time then he shall be paid any unused vacation time. The Chief shall retain six weeks of banked vacation time at the commencement of this contract;

- h. The Chief will be entitled to injured-on duty benefits pursuant to M.G.L. c. 41 § 111F. The city agrees to interpret M.G.L. c. 41 § 111F, as covering any time the Chief spends going to and from his home to an incident scene, or to any other location where he has an employment obligation;
- i. The Chief shall continue to receive his existing annual rate of longevity, weapons training differential, proficiency pay, defibrillator stipend, homeland security stipend, and uniform and cleaning allowance, all of which shall be paid in equal installments in accordance with the regular payroll schedule for sworn personnel;
- j. The Chief shall receive the full Quinn Bill pursuant to G.L. c. 41 § 108L, notwithstanding any changes or inconsistencies in the state funding formula. The City agrees to compensate the Chief based on the original Quinn Bill language pursuant to St. 1940, c. 835, approved August 28, 1970, requiring 25% differential for a Master's Degree;³
- k. Notwithstanding any changes or inconsistencies in the state funding formula of the Quinn Bill, the City agrees that the Chief's educational incentive differential package shall also include all superior officer's monetary stipends and all holiday pay recognized by the collective bargaining agreement of the Fall River Police Superior Officers Association;
- l. If the Chief is on duty at any time on January 1st, July 4th, Christmas Day, Memorial Day, Labor Day, Thanksgiving Day, or when any of said days occurs on Saturday or Sunday, he shall be granted an additional day's pay at the rate of time and one-half.

AUTOMOBILE

The City shall provide an unmarked police department vehicle, radio communication equipped, for use by the Chief in connection with the performance of his duties. All attendant operating and maintenance expenses and insurance shall be paid by the City. The parties acknowledge that the Chief frequently performs duties and responds to emergencies outside of normal office hours and therefore the Chief is authorized to use said vehicle at his discretion both during and outside of normal office hours. If the Chief is on an extended medical or disability leave greater than 45 days and not able to perform the duties of his position, the vehicle shall be returned for departmental use until the Chief returns from the extended leave period.

The unmarked police vehicle provided by the City shall, at the discretion of the Chief, include an MDT (mobile data terminal laptop computer) to permit the Chief access to the Massachusetts Registry of Motor Vehicles System, LEAPS, NCIC, the Massachusetts Warrant

³ Pursuant to this Agreement and for purposes of this Agreement only, the City of Fall River agrees to formally recognize a Master's Degree conferred in police science from Salve Regina University, Newport, Rhode Island.

Management System, to conduct IIIs and to communicate with any law enforcement data base or law enforcement agency. Said laptop shall permit web access.

The City also agrees to provide the Chief with unlimited access to a cell phone during and outside of normal office hours, including its use for personal reasons.

TERM

This employment agreement shall be for the period of January 1, 2015 to December 31, 2019. Not less than nine (9) months prior to the expiration of this Agreement, the Chief of Police shall notify the Mayor in writing of his request for a renewal of this Employment Agreement. Thereafter, not less than six (6) months prior to the expiration of this Agreement, the Mayor must notify the Chief in writing as to whether he approves or disapproves of the Chief's request for a renewal. In the event the Mayor approves the Chief's request then the parties shall negotiate in good faith a mutually agreeable renewal of this Agreement. If the parties fail to reach a mutually agreeable renewal of this Agreement within the above six month period, or any mutually agreed extension thereof, then this Agreement shall terminate without further notice.

TERMINATION

This Agreement may be terminated before the expiration of the period for the following reasons:

- a. Incapacity (inability to perform his duties due to a non-line of duty physical or mental impairment as determined by the then Police Department medical advisory) to perform his duties for a continuous period of over one hundred-twenty (120) working days, excluding, however, line of duty physical or mental impairments covered by G.L. c. 41 § 111F and/or G.L. c. 32 § 94 (as determined by then Police Department medical advisor);
- b. Final conviction of a crime in the jurisdiction where the conviction occurs;
- c. Material breach of any provision of this Agreement amounting to just cause;
- d. For just cause as that term applies to other sworn personnel of the Police Department; or
- e. By the resignation, retirement or death of the Chief. If the Chief dies during the term of his employment, the City shall pay to the Chief's estate all the compensation which would otherwise be payable to the Chief up to the date of his death, including, but not limited to unused vacation, holidays, personal days, and sick days.

The Chief may terminate this Agreement at any time by giving notice in writing to the Mayor, not less than three (3) months prior to the effective date of termination, and upon such termination all rights and obligations under this Agreement shall cease.

Upon termination of this Agreement for any reason, the Chief shall receive payment for any accumulated but unused vacation time. The payment of any other benefits due under this

Agreement shall be prorated as of the date of termination of this Agreement and the Chief shall not be entitled to any other severance payment.

Upon the Chief's resignation pursuant to the provisions of this Agreement, or should he not be reappointed pursuant to the provisions of this Agreement, or upon termination of this Agreement, with the exception of termination for just cause, the Chief shall be entitled to be immediately reinstated into the position and rank as permanent full time civil service police Captain in the Fall River Police Department, this provision shall be consistent with M.G.L c. 31.

For post-employment purposes, if the Chief is required to participate in any job related meetings, proceedings, appearances, or is required to testify in any form, whether administratively, civilly, or criminally, the City agrees to pay him a consulting fee of \$450.00 per day. If out of town travel is required for such duty, the Chief will be compensated for the reasonable costs of any meals, lodging and travel expenses.

INDEMNIFICATION

The City agrees to defend, save harmless and indemnify the Chief from any financial loss and expense including reasonable legal fees and costs, if any, arising out of any claim, demand, action or suit, whether groundless or otherwise arising out of any act or omission by the Chief acting in the performance of his duties. The Chief acknowledges that the City is self-insured and no policy coverage or rider is provided above and beyond the terms of this agreement for indemnification.

PROHIBITION OF POLITICAL ACTIVITY

The Chief shall not engage in any political activity in managing, endorsing, contributing financially, or in any other way supporting the candidacy of individuals seeking any elective office during the term of this employment Agreement.

ENTIRE AGREEMENT

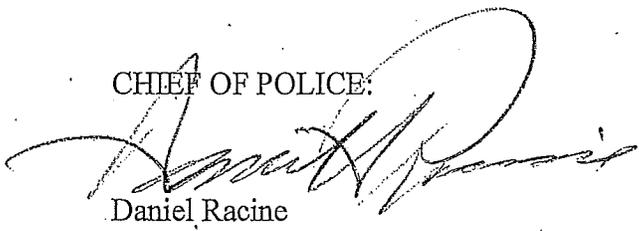
This instrument contains the entire agreement among the parties hereto with respect to the subject matter hereof and may be change or modified only by written instruments duly executed by both parties. Upon commencement of this employment agreement, all prior agreement shall terminate, and said agreement shall control, bind the parties hereto.

MASSACHUSETTS LAW

This Agreement shall be constructed and interpreted in accordance with the laws of the Commonwealth of Massachusetts. A determination by a court of competent jurisdiction that any portion of this Agreement is invalid shall not thereby render any other part thereof invalid.

Executed as a sealed instrument on the day and year first above mentioned.

CHIEF OF POLICE:

A handwritten signature in black ink, appearing to read "Daniel Racine", written over the printed name.

Daniel Racine

CITY OF FALL RIVER:

William A. Flanagan, Mayor

Approved as to Form and Manner
of Execution Only:

Elizabeth Sousa
Corporation Counsel

City of Fall River, In City Council

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

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

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

- Barclay Street, west side, starting at a point 161 feet north of Dwelly Street, for a distance of 20 feet northerly
- Hicks Street, north side, starting at a point 257 feet east of Bowen Street, for a distance of 25 feet easterly
- O'Grady Street, west side, starting at appoint 157 feet south of Pine Street, for a distance of 20 feet southerly
- Orswell Street, south side, starting at a point 303 feet east of Bates Street, for a distance of 20 feet easterly
- Peckham Street, south side, starting at a point 91 feet east of Plymouth Avenue, for a distance of 25 feet easterly
- Whipple Street, west side, starting at a point 320 feet south of Middle Street, for a distance of 21 feet southerly
- Wiley Street, east side, starting at appoint 119 feet south of Cory Street for a distance of 20 feet southerly

CITY OF FALL RIVER
IN CITY COUNCIL
OCT 28 2014

Passed through first reading

City of Fall River, In City Council

(Councilor Jasiel F. Correia II)

WHEREAS, Fall River is known for our nineteenth century textile mills, and

WHEREAS, these mills are part of the great history of Fall River and are irreplaceable, now therefore

BE IT RESOLVED, that the City Council Committee on Economic Development and Tourism meet to discuss the future of these mills and possible options as follows:

- Recreational – Event Center or Recreational Center
- Redevelopment – Commercial office space or Loft Apartments

and,

BE IT FURTHER RESOLVED, that Historic Tax Credits, New Market Tax Credits and EB – 5 Tax Credits be investigated to assist with these projects.

City of Fall River, In City Council

(Councilor Michael L. Miozza)

WHEREAS, the fine for a violation of the handicapped parking ordinance does not reflect the current fine, and

WHEREAS, the Commission on Disability may suggest other changes, now therefore

BE IT RESOLVED, that the City Council Committee on Ordinances and Legislation convene to correct and consider any changes recommended by the Commission on Disability regarding fees and fines.

City of Fall River, In City Council

(Councilor Michael L. Miozza)

WHEREAS, Christian J. Rogers, CPA, Principal of CliftonLarsonAllen LLP addressed the City Council Committee on Finance on October 28, 2014 regarding the scope of the independent audit, and

WHEREAS, it was recommended to form an Audit Committee, now therefore

BE IT RESOLVED, that the Administration form an Audit Committee and include representatives from the City Council.

City of Fall River, In City Council

(Councilor Raymond A. Mitchell)

WHEREAS, Chapter 292 of the Acts of 1980, which outlines the recall process appears to be ambiguous in many respects, now therefore

BE IT RESOLVED, that the City Council Committee on Ordinances and Legislation meet to review the Special Act in an effort to recommend amendments to members of the City Council, and

BE IT FURTHER RESOLVED, that the City Council petition the General Court to make such amendments.

12
City of Fall River, In City Council

(Councilor Leo O. Pelletier)

WHEREAS, winter is fast approaching and the Department of Community Maintenance has requested a wheel loader, backhoe and a brush cutter, and

WHEREAS, these requests have been put on hold causing the Department of Community Maintenance to rent equipment from time to time, and

WHEREAS, the wheel loader and backhoe are used extensively in the winter months to load salt and sand for road maintenance during snow storms, and

WHEREAS, the current equipment was purchased in 2000 and has an estimated life span of ten years, and

WHEREAS, the wheel loader is in need of a new transmission and other repairs with an estimated cost of between \$40,000 and \$60,000, and

WHEREAS, the cost to rent a wheel loader is \$3,400 per month with a maximum use of eight hours per day and during snow storms it may be needed to run twenty-four hours per day and a backhoe rental is approximately \$600 per week, and

WHEREAS, the cost of a new wheel loader is approximately \$160,000, a new backhoe is approximately \$120,000 and a new brush cutter is between \$60,000 and \$110,000 depending on features and accessories, now therefore

BE IT RESOLVED, that the Administration fund through a bond these much needed pieces of equipment for the Department of Community Maintenance as soon as possible.

City of Fall River, In City Council

(Councilor Linda M. Pereira)

WHEREAS, the City of Fall River has changed health insurance plans for employees as well as retirees in an effort to save money, and

WHEREAS, many changes are causing concern, now therefore

BE IT RESOLVED, that representatives from the Administration and interested citizens be invited to a future meeting of the Committee on Finance to discuss the city's health insurance and prescription plans and the changes that have occurred.

14

City of Fall River, *In City Council*

(Councilor Linda M. Pereira)

WHEREAS, temporary fencing was installed around the perimeter of the former Police Station located at 158 Bedford Street in March of 2011, and

WHEREAS, the rental fee of this temporary fencing is approximately \$2,500.00 per year, and

WHEREAS, this fence has been in place for over three years and is not close to being removed, now therefore

BE IT RESOLVED, that the Director of Code Enforcement and the Purchasing Agent investigate the possibility of locating a company that offers a rent to own option for these instances that become long term.



Council
17

RECEIVED

City of Fall River
Notice of Claim

2014 OCT 29 P 12:08
14-277

1. Claimant's name: Carol Habib
2. Claimant's complete address: 64 Farnum St CITY CLERK FALL RIVER, MA 02878
3. Telephone number: Home: 1-401-816-5591 Work: _____
4. Nature of claim: (e.g., auto accident, slip and fall on public way or property damage):
Two flats from a pot hole
5. Date and time of accident: 10/26/14 8:00 PM Amount of damages claimed: \$ 581.13
6. Exact location of the incident: (include as much detail as possible):

7. Circumstances of the incident: (attach additional pages if necessary):
Going north on Stafford Rd when I hit a huge pot hole and blew both my tires out on the passenger side. It was on 10/26/14
8. Have you submitted a claim to any insurance company for damages arising from this incident? If so, name and address of insurance company: Yes No

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

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

Date: 10-27-14

Claimant's signature: Carol Habib

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: OCT 29 2014



RECEIVED

2014 OCT 31 A 9:12

CITY CLERK 14-278
FALL RIVER, MA

**City of Fall River
Notice of Claim**

1. Claimant's name: JONATHAN CASTRO
2. Claimant's complete address: 103 DAVIS ST FALL RIVER MA 02720
3. Telephone number: Home: 774-888-8375 Work: _____
4. Nature of claim: (e.g., auto accident, slip and fall on public way or property damage):
TWO POPPED TIRES ON POTHOLE
5. Date and time of accident: 10/27/14 6:30 AM Amount of damages claimed: \$ 395.75
6. Exact location of the incident: (include as much detail as possible):
PROGRESS ST AND STAFFORD RD.
7. Circumstances of the incident: (attach additional pages if necessary):
HIT POTHOLE AT APPROX 25 MPH AND POPPED TWO 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: 10/31/14

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 type="checkbox"/> Law <input type="checkbox"/> City Council <input type="checkbox"/> City Administrator <input checked="" type="checkbox"/> DCM	Date: <u>10/31/14</u>



RECEIVED

City of Fall River
Notice of Claim

2014 NOV -4 A 10:17

CITY CLERK 14-279
FALL RIVER, MA

- 1. Claimant's name: Matthew Feliciano
- 2. Claimant's complete address: 56 Saint Mary St. Fall River Ma 02720
- 3. Telephone number: Home: 508 4918106 Work: 508 5676355

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

Auto accident

5. Date and time of accident: 10/13/14 12:43 Amount of damages claimed: \$232 110 labor / mirror Quoted by toyota

6. Exact location of the incident: (include as much detail as possible):

797 Robeson St. Fall River Ma, 02720

348 + tax total

7. Circumstances of the incident: (attach additional pages if necessary):

(Police Report) Had my vehicle 08 Toyota Tundra legally parked on Robeson St. When I came out to vehicle ambulance stopped me to tell me she struck my mirror & damaged mirror. She called police & report was done.

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

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

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

Date: 10/20/14

Claimant's signature: Matha Feliciano

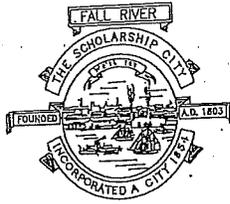
WHEN TO FILE: If your claim is based on a defect in a public way, you must file within 30 days of the incident. If your claim is based on the negligence or wrongful act or omission of the City or its employees, you must file within two years of the incident. PLEASE KEEP A COPY OF THIS FORM FOR YOUR RECORDS.

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 EMS Div. Date: NOV - 4 2014



RECEIVED

City of Fall River
Notice of Claim

2014 NOV -5 P 3:18

CITY CLERK 14-280
FALL RIVER, MA

1. Claimant's name: Maria Tavares
2. Claimant's complete address: 45 Covei Street Fall River MA 02723
3. Telephone number: Home: 508-674-2656 Work: _____
4. Nature of claim: (e.g., auto accident, slip and fall on public way or property damage):
Property Damage CASE # 14-71689-OF FRPD Materials
5. Date and time of accident: 10-11-14 11:20pm Amount of damages claimed: \$ 709.28
559.28
150.00 labor
709.28
6. Exact location of the incident: (include as much detail as possible):
Outside Door + Door knob/dead bolt 3 inside doors 1 door knob
7. Circumstances of the incident: (attach additional pages if necessary):
Fall River Police Officer Platt kicked in my outside door and the 3 inside doors. I had to pay a carpenter \$150.00 to replace my outside door and door knob/dead bolt and one inside door and door knob.
8. Have you submitted a claim to any insurance company for damages arising from this incident? If so, name and address of insurance company: Yes No

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

I swear that the facts stated above are true to the best of my knowledge.
Date: 10-28-14 Claimant's signature: Maria Tavares

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

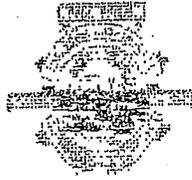
You should consult with your own attorney in preparing this claim form to understand your legal rights. The Office of the Corporation Counsel is unable to provide legal assistance to private citizens.

For official use only:	Date: <u>NOV - 5 2014</u>	
Copies forwarded to:	<input checked="" type="checkbox"/> City Clerk	<input checked="" type="checkbox"/> Police
	<input checked="" type="checkbox"/> Law	
	<input checked="" type="checkbox"/> City Council	
	<input checked="" type="checkbox"/> City Administrator	

RECEIVED

2014 NOV 12 A 11:40

CITY CLERK 14-281
FALL RIVER, MA



City of Fall River
Notice of Claim

- 1. Claimant's name: Progressive Casualty Ins. Als/0 Bernadine Shinigoi
- 2. Claimant's complete address: P.O. Box 512929 Los Angeles, CA 90051-0929
- 3. Telephone number: Home: _____ Work: 440-910-5505
- 4. Nature of claim: (e.g., auto accident, slip and fall on public way or property damage):
Auto accident
- 5. Date and time of accident: 9/23/14 at 10:30 am Amount of damages claimed: \$ 3,595.26
- 6. Exact location of the incident: (Include as much detail as possible):
112 Pebble St in Fall River
- 7. Circumstances of the incident: (attach additional pages if necessary):

see attached paper

- 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
Progressive Casualty Ins. (same address as above)

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: Nov 3 2014 Claimant's signature: *Bernadine Shinigoi* *Progressive*

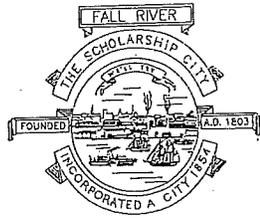
WHEN TO FILE: If your claim is based on a defect in a public way, you must file within 30 days of the incident. If your claim is based on the negligence or wrongful act or omission of the City or its employees, you must file within two years of the incident. PLEASE KEEP A COPY OF THIS FORM FOR YOUR RECORDS.

Return this form 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:						Date: <u>NOV 12 2014</u>
Copies forwarded to:	<input type="checkbox"/> City Clerk	<input type="checkbox"/> Law	<input type="checkbox"/> City Council	<input type="checkbox"/> City Administrator	<input checked="" type="checkbox"/> DAW	

18



City of Fall River Massachusetts

Department of Community Maintenance
CEMETERIES • MUNICIPAL BUILDINGS • ENGINEERING • SANITATION •
PARKS • STREETS & HIGHWAYS • TRAFFIC & PARKING • VEHICLES

Engineering Division

WILLIAM A. FLANAGAN
Mayor

KENNETH C. PACHECO
Director
BYRON R. HOLMES, P.E.
City Engineer

MEMO

To: Fall River City Council
From: Byron Holmes, P.E.
City Engineer
Date: November 6, 2014
Subject: Street Opening Request for Pavement less than 5 years old.

RECEIVED
2014 NOV - 6 P 12: 06
CITY CLERK
FALL RIVER, MA

Comments:

Liberty Utilities has requested permission to install a new gas service on Eagle Street near the intersection of Hope Street. This is necessary in order to serve a new commercial building bounded by Broadway, Hope Street and Eagle Street.

Eagle Street was last paved in 2010, so is a street under the City's five year ordinance. If the Council agrees to the gas company request, the following conditions would apply:

1. Trench repair work shall be done by a licensed drainlayer within the city of Fall River.
2. All work is to follow the "Standards Employed by Public Utility Operators When Restoring Municipal Streets" as published by the Commonwealth of Massachusetts Division of Telecommunications and Industry and with the requirements of the Fall River City Council.
3. The engineering division shall be notified prior to excavation in order to assure city inspection of this work.
4. An infrared patch will be used for repair of the asphalt surface.

PERAC

19

COMMONWEALTH OF MASSACHUSETTS | PUBLIC EMPLOYEE RETIREMENT ADMINISTRATION COMMISSION

JOSEPH E. CONNARTON, Executive Director

Auditor SUZANNE M. BUMP | PHILIP Y. BROWN, ESQ. | JOHN B. LANGAN | JAMES M. MACHADO | DONALD R. MARQUIS | ROBERT B. MCCARTHY

MEMORANDUM

TO: Fall River Retirement Board
FROM: *Joseph E. Connarton*
Joseph E. Connarton, Executive Director
RE: Appropriation for Fiscal Year 2016
DATE: October 27, 2014

CITY CLERK
FALL RIVER, MA

2014 OCT 29 P 1:49

RECEIVED

Required Fiscal Year 2016 Appropriation: \$25,454,000

This Commission is hereby furnishing you with the amount to be appropriated for your retirement system for Fiscal Year 2016 which commences July 1, 2015.

Attached please find summary information based on the present funding schedule for your system and the portion of the Fiscal Year 2016 appropriation to be paid by each of the governmental units within your system.

If your System has a valuation currently in progress, you may submit a revised funding schedule to PERAC upon its completion. The current schedule is/was due to be updated by Fiscal Year 2016.

If you have any questions, please contact PERAC's Actuary, Jim Lamenzo, at (617) 666-4446 Extension 921.

JEC/jrl
Attachments

cc: Office of the Mayor
City Council
Town Manager

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Fall River Retirement Board

Projected Appropriations

Fiscal Year 2016 - July 1, 2015 to June 30, 2016

Aggregate amount of appropriation: **\$25,454,000**

Fiscal Year	Estimated Cost of Benefits	Funding Schedule (Excluding ERI)	ERI	Total Appropriation	Pension Fund Allocation	Pension Reserve Fund Allocation	Transfer From PRF to PF
FY 2016	\$31,946,943	\$24,657,632	\$796,368	\$25,454,000	\$25,454,000	\$0	\$6,492,943
FY 2017	\$33,053,884	\$26,184,632	\$796,368	\$26,981,000	\$26,981,000	\$0	\$6,072,884
FY 2018	\$34,199,794	\$27,803,632	\$796,368	\$28,600,000	\$28,600,000	\$0	\$5,599,794
FY 2019	\$35,386,045	\$29,519,632	\$796,368	\$30,316,000	\$30,316,000	\$0	\$5,070,045
FY 2020	\$36,614,058	\$32,077,535	\$57,465	\$32,135,000	\$32,135,000	\$0	\$4,479,058

The Total Appropriation column shown above is in accordance with your current funding schedule and the scheduled payment date(s) in that schedule. Whenever payments are made after the scheduled date(s), the total appropriation should be revised to reflect interest at the rate assumed in the most recent actuarial valuation. Payments should be made before the end of the fiscal year.

For illustration, we have shown the amount to be transferred from the Pension Reserve Fund to the Pension Fund to meet the estimated Cost of Benefits for each year. If there are sufficient assets in the Pension Fund to meet the Cost of Benefits, this transfer is optional.

Fall River Retirement Board
Appropriation by Governmental Unit

Fiscal Year 2016 - July 1, 2015 to June 30, 2016

Aggregate amount of appropriation: **\$25,454,000**

UNIT	Percent of Aggregate Amount	Funding Schedule (excluding ERJ)	ERJ	Total Appropriation
City of Fall River	91.87%	\$22,652,967	\$635,456	\$23,288,423
Fall River Redevelopment	0.04%	\$9,863	\$0	\$9,863
Fall River Housing Authority	6.70%	\$1,652,061	\$160,912	\$1,812,973
Diman Voc.	1.39%	\$342,741	\$0	\$342,741
UNIT TOTAL	100%	\$24,657,632	\$796,368	\$25,454,000

The Total Appropriation column shown above is in accordance with your current funding schedule and the scheduled payment date(s) in that schedule. Whenever payments are made after the scheduled date(s), the total appropriation should be revised to reflect interest at the rate assumed in the most recent actuarial valuation. Payments should be made before the end of the fiscal year.

Please,

RECEIVED

Feel free, to make as many

2014 OCT 21 P 12:41
CITY CLERK
FALL RIVER, MA

copies, as you deem, wish, or

desire, and pass them out, to

your peers, and others, for:

discussion.

And I do deem it, as worthy

of discussion, and of (great?) importance

Thanks

Mr. Erik Rousseau,

RECEIVED

2014 OCT 21 P 12:41

Enclosed, a map, of a new

CITY CLERK
FALL RIVER, MA

routing on the #2 route. Two options:

1. The bus would go west on President ave., go north on Lindsey st., to Brightman st., to Flavoll st. south, to President ave., to N. Main st., and regular route. Outbound, and inbound.

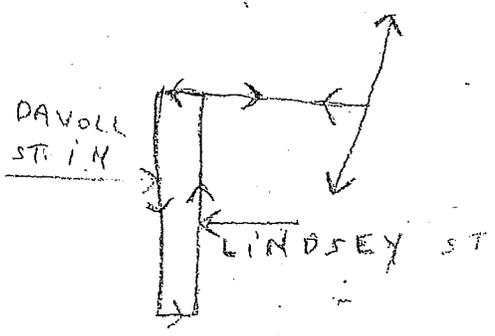
2. It would go west on Brightman st., and south on Flavoll st., to President ave., and north on Lindsey st., Brightman st., to N. Main st., and regular route.

Outbound and inbound

Using one, or both routes, would free up the bus, from going north on Slavoll st., and trying get over to the left, after passing bus stop, with no passengers, and more service for the Brightman st. area.

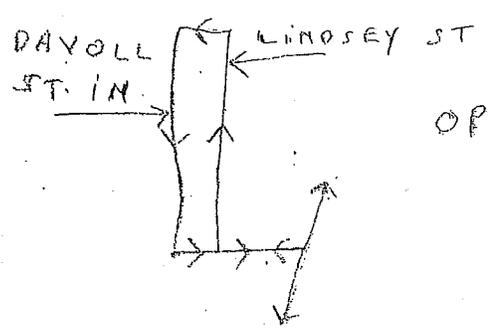
Or, you could use both routes. That is the hourly bus would use either President ave., or Brightman st., and the half hourly bus would use either President ave., or Brightman st., again an easier route, and more service, to the Brightman st. area. And, hopefully, more passengers.

2 NORTH & SOUTH
NEW ROUTING.



OPTION # 2.
BRIGHTMAN ST.

OR BOTH



OPTION # 1.
PRESIDENT AVE.

22

CITY OF FALL RIVER
OFFICE OF THE CITY CLERK RECEIVED

To the City Council:

Application for permit to place or maintain a structure or device on or over a public way. 2014 NOV 13 AM 11:56

Name of Applicant: Fall River Holiday Parade Committee, Inc. CITY CLERK FALL RIVER, MA

Name of Business (if applicable): Same

Address: 263 Hyacinth St. Fall River MA 02720
Street City State

Phone: 508-324-2585

Type of structure or device: Banner

Description (include dimensions): 24" x 30' (2) Banners

Location: Bedford St at Central Fire Station; South Main at Center Place and Trio's

Dates: November 21 to December 8, 2014

The applicant agrees to maintain this structure or device in accordance with the requirements of the Building Inspector and the City Council and that this permit may be revoked at the pleasure of the City Council.

Signature of Applicant Anís da Silva Paulino Leite
Date November 13, 2014 Clerk

1. (approve) (disapprove) the issuance of this permit.

Joseph M. Bischoff 11/13/14
Building Inspector Date

2. In City Council, _____
Date

Permit (approved)
(disapproved)

Alison M. Bouchard
City Clerk

OFFICE USE ONLY
 Fee Paid