

City of Fall River Massachusetts

Office of the City Clerk

INÊS DA SILVA PAULINO LEITE
CITY CLERK

CHELSEA PACHECO
ASSISTANT CITY CLERK

REGULAR MEETING OF THE CITY COUNCIL

MEETING: September 9, 2025, at 7:00 p.m.
Council Chamber, One Government Center

PRESENT: President Joseph D. Camara, presiding;
Councilors Shawn E. Cadime, Michelle M. Dionne, Paul B. Hart,
Linda M. Pereira, Cliff Ponte, Andrew J. Raposo
and Ricky T. Tith

ABSENT: Councilor Bradford L. Kilby

IN ATTENDANCE: Michael P. Dion, Interim City Administrator/Executive Director of the
Community Development Agency
Emily Arpke, Financial Analyst and Compliance Manager
Nicholas A. Macolini, Director of Human Resources
Beth Faunce, Chief of Emergency Medical Services

President Camara called the meeting to order at 8:30 p.m. with a moment of silence followed by a salute to the flag and announced that the meeting may be recorded with audio or video and transmitted through any medium.

PRESENTATION OF CITATION

Alison M. Bouchard, City Clerk – 38 years of dedicated service to the City of Fall River
(adopted 8-12-2025)

President Camara made brief remarks regarding the honorable services that Mrs. Bouchard has provided to the City of Fall River over the past 38 years and presented her with the citation and a plaque. Vice President Pereira presented the City Clerk with flowers and commended her decades of hard work. Councilors Dionne and Ponte also made brief remarks regarding Ms. Bouchard's outstanding career in public service.

On a motion made by Councilor Dionne and seconded by President Camara, it was unanimously voted to take items 10 and 11 out of order, with Councilor Kilby absent and not voting.

RESOLUTIONS

10. Request that the Mayor submit a proposal, to be effective in Fiscal Year 2027, revoking the provisions of M.G.L. Chapter 44, Section 53F½, ceasing the operation of the enterprise fund for the Department of Emergency Medical Services, and establishing a special revenue account for the deposit of all ambulance receipts.

On a motion made by Councilor Ponte and seconded by Councilor Dionne, it was unanimously voted to adopt the resolution and refer it to the Committee on Finance, with Councilor Kilby absent and not voting.

11. The Committee on Ordinances and Legislation convene to draft a proposed ordinance to require City Council approval and authorization for all real estate leases, licenses, or occupancy agreements entered into by the City of Fall River, or any of its departments, exceeding fifty thousand dollars (\$50,000).

Councilor Ponte provided a brief summary of a potential license agreement between the Department of Emergency Medical Services (EMS) and a property owner that occurred after the Regular Meeting of the City Council on August 12, 2025, after the City Council had voted against a financial transfer for funding the proposed agreement. Councilor Ponte stated that this resolution was created to assist the City Council with properly reviewing these types of contracts before they are executed.

Councilor Dionne stated that the City Council supports the Department of EMS finding a new building for their headquarters, but that the financial decision should be focused on a rent-to-buy agreement to benefit the long-term effect on the taxpayers. On a motion made by Councilor Dionne and seconded by Councilor Ponte, it was unanimously voted to waive the rules to allow the Administration to answer questions regarding the funding sources of the license agreement, with Councilor Kilby absent and not voting.

Emily Arpke, Financial Analyst and Compliance Manager, provided a summary of financial sources for the license agreement, including various sections of pension and health insurance funding for vacant positions. A lengthy discussion was held between Councilor Dionne and Ms. Arpke regarding line items within the EMS Enterprise Fund Fiscal Year 2026 (FY26) budget appropriation order, adopted during the Regular Meeting of the City Council held on May 27, 2025, and the expense detail sheet that was provided with that order. Ms. Arpke explained that the line item for the EMS Shared Squad was erroneously listed under the salary line items, when it was intended to be listed as an expense, and therefore an appropriation of funds from the City Council was not necessary to utilize that capital for the property license agreement.

A brief recess was held from 8:53 p.m. to 8:57 p.m. to provide the City Councilors with copies of the EMS Enterprise Fund FY26 budget appropriation order.

Councilor Cadime and Ms. Arpke discussed the financial expense line item, listed as EMS Shared Squad, that was utilized for provide funding for the license agreement during FY26. The Financial Analyst and Compliance Manager stated that the license agreement required a total payment of \$202,500, and that this line item had been allocated more than enough funding to cover the cost of the license agreement. Councilor Cadime expressed concern that the Administration will request transfers and appropriations from the City Council, but if the request is denied other financial exercises are utilized to avoid the need for the reallocation of funding, overriding the powers of the legislative body related to expenditure of capital. Councilor Cadime stated that this method of funding will affect the City Council's financial decisions going forward.

Michael P. Dion, Interim City Administrator/Executive Director of the Community Development Agency (CDA), explained that this license agreement was considered a temporary solution for the Department of EMS while the Administration negotiated terms with the property owner for the creation of a lease-to-buy agreement. Mr. Dion stated that he is working closely with the Administration and the City Council to follow best practices but clarified that the City does not have available funds to build a brand-new building for the Department of EMS.

Councilor Ponte asked if a lease agreement was ever signed by the Administration, or if the license agreement was the only contract executed. Ms. Arpke stated that a lease agreement had been drafted and signed by the property owner who had drafted it, but that the agreement was never signed or finalized by the Administration following the City Council's denial of the requested financial appropriation. Vice President Pereira stated that she spoke with a representative from the Mayor's office, and they confirmed that a lease agreement was not signed.

Councilor Dionne requested a timeline for the anticipated new Request for Proposals (RFP) that will be issued for the Department of EMS headquarters and stated that she would support the initiative if the agreement resulted in the purchase of the property following the lease contract. Mr. Dion stated that the RFP should be anticipated within one to two months.

On a motion made by Councilor Ponte and seconded by Vice President Pereira, it was unanimously voted to adopt the resolution, with Councilor Kilby absent and not voting.

PRIORITY MATTERS

1. Mayor and the following orders:

- a. Appropriation of \$271,667.53 from EMS Enterprise Fund Receipts to EMS, Salaries

On a motion made by Vice President Pereira and seconded by Councilor Raposo, it was voted 4 yeas, 4 nays to adopt the order, with President Camara, Vice President Pereira and Councilors Hart and Raposo voting in the affirmative, and Councilor Kilby absent and not voting, and the motion failed to carry.

- b. Memorandum of Agreement between the City of Fall River and the American Federation of State, County and Municipal Employees (AFSCME) Council 93, Local 1202

On a motion made by Councilor Ponte and seconded by Councilor Dionne, it was voted 2 yeas, 6 nays to table the order, with Councilors Dionne and Ponte voting in the affirmative, and Councilor Kilby absent and not voting, and the motion failed to carry. A further motion was made by Vice President Pereira and seconded by Councilor Hart to adopt the order.

Councilor Cadime clarified that without the appropriation order being adopted, the Memorandum of Agreement cannot be executed as the necessary funding is not available. Councilor Ponte stated that he had suggested tabling the item, as the Administration may present an amended document to the City Council for further review, and requested that the Administration provide additional information regarding the recent bargaining agreement discussions. Councilor Raposo stated that referring the item to the Committee on Finance would allow for additional discussion of the matter.

On a further motion made by Councilor Raposo and seconded by Councilor Ponte, it was voted to refer the order to the Committee on Finance, with Councilor Cadime opposed and Councilor Kilby absent and not voting.

PRIORITY COMMUNICATIONS

2. Traffic Commission recommending amendments to the traffic ordinances

On a motion made by Councilor Raposo and seconded by Councilor Ponte, it was unanimously voted to refer the recommendations to the Committee on Ordinances and Legislation, with Councilor Kilby absent and not voting.

3. Communication from City Treasurer/Collector to City Clerk re OPEB Declaration of Trust

On a motion made by Councilor Raposo and seconded by Councilor Ponte, it was unanimously voted that the communication be accepted and placed on file, with Councilor Kilby absent and not voting.

COMMITTEE REPORTS

Committee on Ordinances and Legislation recommending:

All readings with emergency preamble:

4. Proposed Ordinance – Traffic, Handicapped parking
- Foote Street, West, 467 feet south of Globe Street
 - Healy Street, North, 98 feet east of Quarry Street
 - Kellogg Street, West, 392 feet north of Hamlet Street
 - Park Street, South, 157 feet east of Forest Street

On a motion made by Councilor Raposo and seconded by Councilor Ponte, it was voted 8 yeas to adopt the emergency preamble, with Councilor Kilby absent and not voting. On a further motion made by Councilor Raposo and seconded by Councilor Ponte, it was unanimously voted that the proposed ordinance be passed through first reading, second reading, passed to be enrolled and passed to be ordained, with Councilor Kilby absent and not voting.

Approved, September 10, 2025

Paul E. Coogan, Mayor

5. Proposed Ordinance – Creation of a new position of Supervisor of School Crossing Guards and adjustments to the current salary of Crossing Guards

On a motion made by Councilor Raposo and seconded by Councilor Hart, it was voted 8 yeas to adopt the emergency preamble, with Councilor Kilby absent and not voting. A further motion was made by Councilor Raposo and seconded by Councilor Ponte that the proposed ordinance be passed through first reading, second reading, passed to be enrolled and passed to be ordained. Vice President Pereira suggested that the proposed ordinance be amended to allow for retroactive salary increases that would be effective starting on the first day of school, which was August 27, 2025.

On a motion made by Councilor Cadime and seconded by Councilor Hart, it was unanimously voted to amend the proposed ordinance by striking out the effective date of "9-10-2025" in both Sections 1 2, and inserting in its' place the following: "8-27-2025," with Councilor Kilby absent and not voting. On a further motion made by Councilor Raposo and seconded by Councilor Ponte, it was unanimously voted that the proposed ordinance be passed through first reading, second reading, passed to be enrolled and passed to be ordained, as amended, with Councilor Kilby absent and not voting.

Approved, September 10, 2025

Paul E. Coogan, Mayor

6. First reading
Proposed Ordinance – Traffic, Miscellaneous

Section 1

One-way streets (strike out)

- Niagara Street, West, from Foster Street for a distance of 498 feet

Section 2

One-way streets (insert)

- Niagara Street, West, from Foster Street to Plymouth Avenue

Section 3

Handicapped parking removals

- Barnes Street, North, 448 feet west of County Street
- Bates Street, West, 202 feet south of Orswell Street
- Bay Street, East, 113 feet north of Swift Street
- East Main Street, East, 173 feet north of Dwelly Street

Section 4

Insert new section to read as follows:

Section 70-392 - Three-hour parking

No person shall park a vehicle for longer than three hours upon the following streets or parts thereof during the hours specified:

- Brayton Avenue, North, 89 feet east of Ryan Street

On a motion made by Councilor Raposo and seconded by Councilor Ponte, it was unanimously voted that the proposed ordinance be passed through first reading, with Councilor Kilby absent and not voting.

First reading, as amended

7. Proposed Ordinance – Establishment of a Library Programs Revolving Fund

On a motion made by Councilor Raposo and seconded by Vice President Pereira, it was unanimously voted that the proposed ordinance be passed through first reading, as amended, with Councilor Kilby absent and not voting.

8. Proposed Ordinance – Designation of Veterans' Benefit Agent and Director of Veterans' Services/Director of Veterans' Benefits as a contract position

Councilor Raposo made brief remarks commending the Veterans' Benefit Agent and Director of Veterans' Services/Director of Veterans' Benefits and the hard work he has done for the veterans of Fall River.

A motion was made by Councilor Ponte and seconded by Vice President Pereira that the proposed ordinance be passed through first reading, as amended. On a further motion made by Councilor Raposo and seconded by Councilor Cadime, it was unanimously voted to amend the proposed ordinance by striking out the effective date of "7-1-2024," and inserting in its place "7-1-2025," and also by inserting, at the end of the ordinance, the following: "This ordinance shall take effect upon passage.," with Councilor Kilby absent and not voting. On a further motion made by Councilor Raposo and seconded by Councilor Dionne, it was unanimously voted that the proposed ordinance be passed through first reading, as amended, with Councilor Kilby absent and not voting.

ORDINANCES

Second reading and enrollment:

9. Proposed Ordinance – Traffic, Miscellaneous
Handicapped Parking (strike outs)
- Baird Street, North, 188 feet east of Jefferson Street
 - Barnaby Street, West, 315 feet north of Lincoln Avenue
 - Cambridge Street, South, 135 feet west of Jefferson Street
 - Cottage Street, North, 61 feet east of Whipple Street
 - Fountain Street, West, 227 feet north of Division Street
 - Milk Street, West, 56 feet south of Charles Street
 - Mott Street, West, 185 feet north of Warren Street
 - Summerfield Street, North, 283 feet east of Robeson Street

On a motion made by Councilor Raposo and seconded by Councilor Ponte, it was unanimously voted that the proposed ordinance be passed through second reading and enrollment, with Councilor Kilby absent and not voting. On a further motion made by Councilor Raposo and seconded by President Camara, it was unanimously voted that the proposed ordinance be passed to be ordained, with Councilor Kilby absent and not voting.

Approved, September 10, 2025

Paul E. Coogan, Mayor

CITATIONS

12. Liz Jansen – 60th Birthday

On a motion made by Councilor Ponte and seconded by Councilor Raposo, it was unanimously voted to adopt the citation, with Councilor Kilby absent and not voting.

13. Serena Dupuis – Grand opening of Once Upon a Bookstore

On a motion made by Councilor Ponte and seconded by Councilor Raposo, it was unanimously voted to adopt the citation, with Councilor Kilby absent and not voting.

ORDERS – HEARINGS

Underground Conduit

14. Massachusetts Electric Company d/b/a National Grid – 36 feet of underground conduit on Innovation Way
15. Massachusetts Electric Company d/b/a National Grid – 101 feet of underground conduit on Innovation Way
16. Massachusetts Electric Company d/b/a National Grid – 796 feet of underground conduit, 2 manholes and 1 riser on Currant Road

On a motion made by Councilor Ponte and seconded by Councilor Raposo, it was unanimously voted to take items 14 through 16 together, with Councilor Kilby absent and not voting. On a further motion made by Councilor Raposo and seconded by Councilor Ponte, it was unanimously voted to adopt the orders, with Councilor Kilby absent and not voting.

Approved, September 10, 2025

Paul E. Coogan, Mayor

ORDERS – MISCELLANEOUS

17. **Auto Body Shop License Renewals**

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

Paulo A. Carvalho d/b/a Carvalho's Tire & Auto Center, Inc. – 410 Second Street

Souhad Saliba d/b/a JZ Express, Inc. – 969 South Main Street

On a motion made by Councilor Raposo and seconded by Councilor Ponte, it was unanimously voted to adopt the order, with Councilor Kilby absent and not voting.

Approved, September 10, 2025

Paul E. Coogan, Mayor

18. Auto Repair Shop License Renewals

Daniel J. Mello d/b/a Mello's Diesel Service, Inc. – 185 Williston Street
Paulo A. Carvalho d/b/a Carvalho's Tire & Auto Center, Inc. – 410 Second Street
Roy Oliveira d/b/a Auto Boutique – 101 Price Place
Souhad Saliba d/b/a JZ Express, Inc. – 969 South Main Street

On a motion made by Councilor Raposo and seconded by Councilor Ponte, it was unanimously voted to adopt the order, with Councilor Kilby absent and not voting.

Approved, September 10, 2025

Paul E. Coogan, Mayor

19. Police Chief's report on licenses

Taxicab Drivers

Joseph D. Beauregard Ronell Clark Freddy Estrella Ronald A. Piccone

On a motion made by Councilor Raposo and seconded by Councilor Dionne, it was unanimously voted to adopt the order, with Councilor Kilby absent and not voting.

COMMUNICATIONS – INVITATIONS – PETITIONS

20. Claims

On a motion made by Councilor Raposo and seconded by Councilor Ponte, it was unanimously voted to refer the claims to Corporation Counsel, with Councilor Kilby absent and not voting.

21. Assistant Corporation Counsel Response to Open Meeting Law complaint filed by Collin Dias re: July 10, 2025, alleged violation by the City Council

On a motion made by Councilor Raposo and seconded by Councilor Ponte, it was unanimously voted that the response be accepted and placed on file, with Councilor Kilby absent and not voting.

22. Assistant Corporation Counsel Response to Open Meeting Law complaint filed by Collin Dias re: July 15, 2025, alleged violations by Committee on Real Estate

On a motion made by Councilor Raposo and seconded by Councilor Ponte, it was unanimously voted that the response be accepted and placed on file, with Councilor Kilby absent and not voting.

23. Drainlayer License

Danella Line Services of MA, Inc.

On a motion made by Councilor Raposo and seconded by Councilor Ponte, it was unanimously voted to approve the drainlayer license, with Councilor Kilby absent and not voting.

Approved, September 10, 2025

Paul E. Coogan, Mayor

24. Planning Board Minutes

- a. May 14, 2025
- b. June 11, 2025
- c. July 9, 2025

On a motion made by Councilor Raposo and seconded by Councilor Hart, it was unanimously voted that the minutes be accepted and placed on file, with Councilor Kilby absent and not voting.

On a further motion made by Councilor Raposo and seconded by Councilor Ponte, it was unanimously voted to take items 25 through 27 together, with Councilor Kilby absent and not voting.

City Council Minutes

- 25. Public Hearing – August 12, 2025
- 26. Committee on Finance – August 12, 2025
- 27. Regular Meeting of the City Council – August 12, 2025

On a motion made by Councilor Raposo and seconded by Councilor Ponte, it was unanimously voted to approve the minutes, with Councilor Kilby absent and not voting.

BULLETINS – NEWSLETTERS – NOTICES – None

A brief recess was held from 9:32 p.m. to 9:34 p.m. for signing of ordinances.

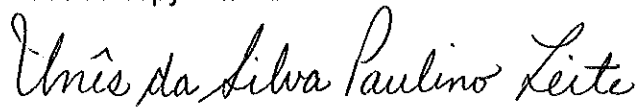
On a motion made by Councilor Dionne and seconded by Vice President Pereira, it was unanimously voted to adjourn at 9:35 p.m., with Councilor Kilby absent and not voting.

List of documents and other exhibits used during the meeting:

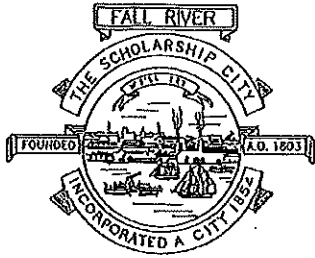
Agenda packet (attached)

Emergency Medical Services Enterprise Fund Fiscal Year 2026 Budget Appropriation Order, provided by Emily Arpke, Financial Analyst and Compliance Manager

A true copy. Attest:


City Clerk

In City Council, October 14, 2025
Approved.



City of Fall River Massachusetts

Office of the City Clerk

RECEIVED

2025 SEP -5 P 12: 04

ALISON M. BOUCHARD
CITY CLERK

CITY CLERK _____
FALL RIVER, MA

INÊS LEITE
ASSISTANT CITY CLERK

MEETINGS SCHEDULED
CITY COUNCIL CHAMBER, ONE GOVERNMENT CENTER
SEPTEMBER 9, 2025
AGENDA

5:00 P.M. COMMITTEE ON PUBLIC SAFETY

5:55 P.M. PUBLIC HEARINGS (OR IMMEDIATELY FOLLOWING THE COMMITTEE ON PUBLIC SAFETY MEETING IF IT RUNS PAST 5:55 P.M.)

Underground Conduit

1. Massachusetts Electric Company d/b/a National Grid for an underground conduit location as follows:

Innovation Way

Beginning at a point approximately 3689 feet northeast of the centerline of the intersection of Innovation Way and Airport Road and continuing approximately 36 feet easterly, install conduit on Innovation Way from Manhole 5 to the VMD Property located at 875 Innovation Way.

In accordance with Plan No. 31103963 (Petition A)

Restriction:

Curb to curb roadway restoration required.

2. Massachusetts Electric Company d/b/a National Grid for an underground conduit location as follows:

Innovation Way

Beginning at a point approximately 3106 feet southeast of the centerline of the intersection of Innovation Way and the Route 24 overpass and continuing approximately 101 feet northeasterly, install conduit on Innovation Way from Manhole 9 to the VMD Property located at 1025 Innovation Way.

In accordance with Plan No. 31103963 (Petition B)

Restriction:

Curb to curb roadway restoration required.

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

3. Massachusetts Electric Company d/b/a National Grid for an underground conduit location as follows:

Currant Road

Beginning at a point approximately 237 feet southeast of the centerline of the intersection of Sykes Road and Currant Road and continuing approximately 796 feet southeasterly, install Manhole 13 400 feet southeasterly from the existing Manhole 187 on Currant Road. In addition, install Manhole 13-1, 318 feet southeasterly from the newly installed Manhole 13 on Currant Road, install a riser on the existing Pole #10-50 on Currant Road, approximately 50 feet south southeasterly from the newly installed Manhole 13-1, and install conduit between the new equipment.

In accordance with Plan No. 31103963 (Petition C)

Restriction:

Curb to centerline roadway restoration shall be required.

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

1. Citizen Input
2. *Resolution – Convene with the Administrator of Community Utilities to discuss the potential environmental, public safety and financial benefits that could be generated by providing community utility services to nearby municipalities (adopted 8-12-2025)
3. Transfer and appropriation

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

PRESENTATION OF CITATION

Alison M. Bouchard, City Clerk – 38 years of dedicated service to the City of Fall River
(adopted 8-12-2025)

PRIORITY MATTERS

1. *Mayor and the following orders:
 - a. Appropriation of \$271,667.53 from EMS Enterprise Fund Receipts to EMS, Salaries
 - b. Memorandum of Agreement between the City of Fall River and the American Federation of State, County and Municipal Employees (AFSCME) Council 93, Local 1202

PRIORITY COMMUNICATIONS

2. *Traffic Commission recommending amendments to the traffic ordinances
3. *Communication from City Treasurer/Collector to City Clerk re OPEB Declaration of Trust

COMMITTEE REPORTS

Committee on Ordinances and Legislation recommending:

All readings with emergency preamble:

4. Proposed Ordinance – Traffic, Handicapped parking
 - Foote Street, West, 467 feet south of Globe Street

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

- Healy Street, North, 98 feet east of Quarry Street
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5. Proposed Ordinance – Creation of a new position of Supervisor of School Crossing Guards and adjustments to the current salary of Crossing Guards

First reading

6. Proposed Ordinance – Traffic, Miscellaneous

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Second reading and enrollment:

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RESOLUTIONS

10. *Request that the Mayor submit a proposal, to be effective in Fiscal Year 2027, revoking

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

the provisions of M.G.L. Chapter 44, Section 53F½, ceasing the operation of the enterprise fund for the Department of Emergency Medical Services, and establishing a special revenue account for the deposit of all ambulance receipts.

11. *The Committee on Ordinances and Legislation convene to draft a proposed ordinance to require City Council approval and authorization for all real estate leases, licenses, or occupancy agreements entered into by the City of Fall River, or any of its departments, exceeding fifty thousand dollars (\$50,000).

CITATIONS

12. Liz Jansen – 60th Birthday
13. Serena Dupuis --Grand opening of Once Upon a Bookstore

ORDERS – HEARINGS

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ORDERS – MISCELLANEOUS

17. Auto Body Shop License Renewals
Manuel Felix d/b/a Felix Auto Collision Center – 1201 Slade Street
Paulo A. Carvalho d/b/a Carvalho's Tire & Auto Center, Inc. – 410 Second Street
Souhad Saliba d/b/a JZ Express, Inc. – 969 South Main Street
18. Auto Repair Shop License Renewals
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Paulo A. Carvalho d/b/a Carvalho's Tire & Auto Center, Inc. – 410 Second Street
Roy Oliveira d/b/a Auto Boutique – 101 Price Place
Souhad Saliba d/b/a JZ Express, Inc. – 969 South Main Street
19. Police Chief's report on licenses
Taxicab Drivers
Joseph D. Beauregard Ronell Clark Freddy Estrella Ronald A. Piccone

COMMUNICATIONS – INVITATIONS – PETITIONS

20. *Claims
21. *Assistant Corporation Counsel Response to Open Meeting Law complaint filed by Collin Dias re: July 10, 2025, alleged violation by the City Council
22. *Assistant Corporation Counsel Response to Open Meeting Law complaint filed by Collin Dias re: July 15, 2025, alleged violations by Committee on Real Estate
23. Drainlayer License
Danella Line Services of MA, Inc.
24. Planning Board Minutes
 - a. May 14, 2025
 - b. June 11, 2025
 - c. July 9, 2025

City Council Minutes

- 25. *Public Hearing – August 12, 2025
- 26. *Committee on Finance – August 12, 2025
- 27. *Regular Meeting of the City Council – August 12, 2025

BULLETINS – NEWSLETTERS – NOTICES – None

Alison M. Bouchard
City Clerk



PAUL E. COOGAN
Mayor

City of Fall River
Massachusetts
Office of the Mayor

1a
RECEIVED

2025 SEP -4 P 12:05

CITY CLERK _____
FALL RIVER, MA

September 4, 2025

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

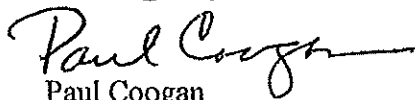
Dear Honorable Council Members:

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

1. \$271,667.53 That the sum of \$271,667.53 be, and the same is, hereby appropriated to EMS, SALARIES from the EMS ENTERPRISE FUND RECEIPTS.

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

Best Regards,


Paul Coogan
Mayor

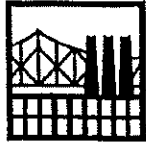
City of Fall River, In City Council

1a

September 9, 2025

ORDERED:

That the sum of \$271,667.53 be, and the same is, hereby appropriated to EMS, Salaries from EMS Enterprise Fund Receipts.



**EMERGENCY
MEDICAL SERVICES**
CITY OF FALL RIVER

1a

RECEIVED

2025 SEP -4 P 2:38

September 3, 2024

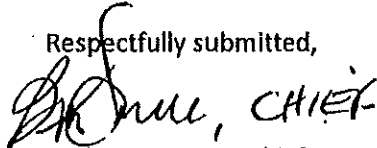
CITY CLERK _____
FALL RIVER, MA

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

Dear Mayor Coogan,

We would like to increase our FY2026 Budget by \$271,667.53 to accommodate the changes within the Collective Bargaining Agreement with AFSCME Council 93, Local 1202. The Emergency Medical Services Enterprise Fund will support this appropriation increase in the FY2026 operating budget with current revenue streams projected.

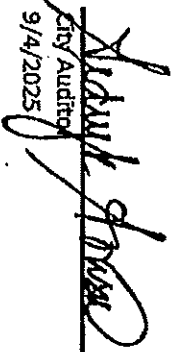
Respectfully submitted,


Bethann Faunce, Chief

FY2026 Appropriation/Transfer Number Analysis

Line	Original/Revised Appropriation	Amount Transferred	Adjusted Balance
EMS Salaries	\$ 9,895,346.00	\$ 271,667.53	\$ 10,167,013.53
EMS Revenues	\$ 16,267,000.00	\$ 271,667.53	\$ 16,538,667.53

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


 City Auditor
 9/4/2025

1b



City of Fall River
Massachusetts
Office of the Mayor

RECEIVED

2025 SEP -4 P 12: 05

PAUL E. COOGAN
Mayor

CITY CLERK _____
FALL RIVER, MA

September 4, 2025

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

Dear Honorable Members of the City Council:

Consistent with the requirements of MGL Chapter 150E, Section 7, I am submitting the recently negotiated Memorandum of Agreement between the City of Fall River and the Fall River EMS Unit, Local 1202, AFSCME Council 93.

This Agreement will become a part of the contractual obligations of their prior contracts. The Administration is grateful to Local 1202 for their willingness to collaborate and reach consensus on an Agreement which is favorable to both our employees and the constituents of the City of Fall River. I respectfully request you grant an appropriation necessary to fund the cost items contained therein. Please feel free to contact me if you have any questions or concerns.

Sincerely,

Paul E. Coogan
Paul E. Coogan
Mayor

City of Fall River, *In City Council*

1b

ORDERED, that the funding of the cost items contained in the collective bargaining agreement between the City of Fall River and the American Federation of State, County and Municipal Employees (AFSCME) Council 93, Local 1202, is hereby approved.

1

16

CITY OF FALL RIVER

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2025 SEP -4 P 12: 05

COLLECTIVE BARGAINING AGREEMENT CITY CLERK
FALL RIVER, MA

THROUGH

JULY 1, 2025 – JUNE 30, 2028

FISCAL IMPACT STATEMENTAFSCME COUNCIL 93, LOCAL 1202

	FY2026	FY2027	FY2028	
Pensionable	\$226,795.44	\$237,641.17	\$98,162.01	
Non-Pensionable	\$38,458.56	\$37,468.36	\$26,103.13	
Medicare – Fringe Benefit	\$3,288.53	\$3,445.80	\$1,423.35	
Per Diem*	\$3,125.00	\$3,203.12	\$3,283.20	
Total	\$271,667.53	\$281,758.44	\$128,971.69	\$682,397.67

**Per Diem positions are not represented by the Union. Nonetheless, as their rates are impacted by this agreement, they are presented here for transparency.*

MEMORANDUM OF AGREEMENT

BETWEEN

THE CITY OF FALL RIVER

AND

AFSCME COUNCIL 93, LOCAL 1202

RECEIVED

2025 SEP -4 P 12: 05

CITY CLERK _____
FALL RIVER, MA

This MEMORANDUM OF AGREEMENT is entered into by and between the City of Fall River (hereinafter "the City") and the Fall River EMS Unit, Local 1202, AFSCME Council 93, ("Union");

WHEREAS, the City and the Union are parties to a collective bargaining agreement for the period July 1, 2022 through and including June 30, 2025; and,

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

NOW, THEREFORE, in consideration of mutual covenants and promises, the Parties agree that the following changes will be made to the Parties' July 1, 2022 through and including June 30, 2025 agreement:

1. Article I: Recognition

Update list of positions to reflect the following:

- Executive Administrative Assistant
- Administrative MIH Scheduling Coordinator
- MIH Scheduling Coordinator
- EMT-Basic
- EMT-Advanced
- EMT-Paramedic
- Community Paramedic
- Field Training Officer (EMT-Basic or Paramedic)
- Lieutenant
- Captain
- Deputy Chief

2. Article IV: Grievance and Arbitration

Replace entire article as follows:

Any grievance or dispute which may arise between the parties, including the application, meaning or interpretation of this agreement, shall be settled in the following manner:

STEP 1. The aggrieved employee shall take up the grievance or dispute with the Chief of EMS within five (5) working days of the date of the grievance or knowledge of its occurrence. The Chief of EMS shall attempt to adjust the matter and shall respond back to the employee within five (5) working days. If the employee is not satisfied with the decision, she/he shall, within seven (7) working days, proceed to Step 2.

STEP 2. The Union Officers, with the aggrieved employee, shall take up the grievance of dispute in writing to the Human Resources Director within five (5) working days of the date of the Chief's response or said grievance shall be deemed waived. The Human Resources Director or Designee shall attempt to adjust the matter and shall respond to the Officers within five (5) working days. Upon receipt of the Human Resource Director's reply to the grievance, the Union Officers, if not satisfied with the Human Resource Director's decision, will within five (5) working days proceed to Step 3. Failure to do so will render the grievance moot.

STEP 3. If the grievance has not been settled it shall be presented in writing to the Corporation Counsel or his Designee within seven (7) working days after the Chief's response. A copy of the grievance shall also be filed with the City's Human Resource Department. The Corporation Counsel shall respond to the representative in writing within five (5) working days.

STEP 4. If the grievance is still unsettled, either party may within thirty (30) days after the Corporation Counsel or his Designee has responded or failed to respond pursuant to Step 3 herein, by written notice to the other, request arbitration. The City and Union agree to joint utilization of the services of the State Board of Conciliation, Mediation and Arbitration as presented in paragraph 178K of Chapter 149, its' successor, or the Labor Relations Connection under its rules relating to grievance arising out of the contract excluding matters regarding wages and suspensions, demotions and discharges under Chapter 31. The decision shall be final and binding on the parties to the extent provided by the rules of the Labor Relations Connection and the arbitrator shall be requested to issue his decision within thirty (30) days after the conclusion of the testimony and argument. The expense for the arbitrator's services and the proceeding shall be borne equally by the employer and the Union. The implementation of any final decision shall be applied immediately after the decision is rendered. If the case reaches arbitration, the arbitrator shall have the power to direct a resolution of the grievance up to and including restoration to the job with all compensation and privileges that would have been due the employee.

3. Article VI: Hours of Work

Work Schedule 24 HOUR SHIFTS

Add: Hours of work for IFT may vary.

Add: MIH Coordinators – 84 Hours, hours of work may vary.

MEDICAL ROUNDS - Replace entire paragraph as follows:

EMS personnel shall be required to attend four (4) department medical rounds annually. All personnel are required to attend a minimum of three (3) medical rounds with our department, one (1) medical round will be accepted by an outside agency with approval from the Captain of training.

4. Article VII: Civil Service

Update list of names to reflect:

Beth Faunce
William Lonardo
Jennifer Rodriques

5. Article XIII: Sick Leave

Replace entire article as follows:

Sick leave for employees hired prior to July 1, 2016 shall be in accordance with Section 23-20 of the City of Fall River Ordinances as amended and in effect at the date of this agreement as follows: Sick leave credit for employees as set forth under this division shall be one and one-half (1 1/2) days for each computed calendar month of service including the probationary period. Such credit when not used shall be cumulative over the period of employment. (S-25-59/15; Ord. No. 1967-11).

Employees pursuant to 23-18 of the newly revised ordinances of the City of Fall River covered by the Agreement, hired as of July 1, 1984 shall earn sick leave credits at the rate of one and one-half (1 1/2) days per month and shall be cumulative to a maximum of 230 days. Upon attaining the maximum, sick leave is no longer earned.

Employees who demonstrate perfect attendance for a consecutive period of (3) three months (Based on a calendar quarter, i.e. Jan-Mar, April-June, July-Sept., Oct.-Dec) shall earn (1) one additional vacation shift not to exceed (4) four vacation shifts per year. Such earned vacation time must be taken within the calendar year; with exception to the last quarter 1 day earned which will be taken in the next calendar year. Vacation shifts accrued under this article must be requested 24 hours in advance.

1b

Sick Leave (Medical Certification): An employee who is out on sick leave for two (2) working days (three (3) for administrative staff) may be required to submit a written medical certificate which supports the employee's absence upon their return. If an employee is out beyond the consecutive days stipulated above, and not on FMLA, the employee shall remain at their residence, unless they receive permission from the Chief of EMS or his/her designee to leave the residence. The City and Union agree to establish a policy covering routine necessities that exempt the member from requesting the Chief's permission to leave their residence.

Requests for sick leave shall be in accordance with current EMS Department policy. Notwithstanding circumstances of direct employee illness, an employee may request to work the remainder of a shift that they previously called out sick from at the discretion of the executive call officer. The executive call officer's decision to approve or deny the request is binding and may not be grieved.

Emergency Leave

If there is an unforeseen family emergency, the shift commander may grant leave up to twenty-four (24) hours. The Squad Lieutenant must notify the EMS Call Officer prior to releasing the employee from duty.

MONITORING SICK LEAVE

The City shall review all employees' sick leave every six (6) months. However, a review can occur at any time for an individual if sick leave abuse is suspected. The City of Fall River will set five (5) undocumented days per year as an acceptable standard of sick leave utilization. The five (5) days of undocumented leave may be used for family illness.

An undocumented day is defined as an absence not supported by a physician note.

After five (5) undocumented sick days, twenty-four (24) hours will be added to the employee's overtime totals for each subsequent undocumented day. These hours do not represent hours worked, are not compensable, and are for overtime prioritization only.

An employee who calls out sick to work a second job shall be subject to immediate termination.

The City reserves the right to take action against any employee who it believes is setting a pattern of abuse. A pattern of abuse is defined as:

- a. Regular or repeated use of sick leave
- b. Excessive undocumented leave
- c. Absence when a request for accrued leave is denied
- d. Multiple absences the shift before or after weekends, holidays, and other planned time off
- e. Multiple instances calling out after an overtime shift

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

- Verbal warning
- Written reprimand
- Suspension
- Termination

Discipline for undocumented sick leave is not subject to the grievance and arbitration process outlined in Article IV unless said discipline results in termination.

Injured on Duty

Employees that are incapacitated for duty because of an injury or illness sustained in the performance of their duty shall be compensated pursuant to General Laws, c. 41, sec. 111M and 111N, so long as it can be conclusively shown that such injury or illness was a direct result of performance of duties associated with emergency medical care, pursuant to the above cited statutes.

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

6. Article XIX: Job Posting and Bidding

The City shall post all vacancies for promotions to bargaining unit positions for a period of seven (7) days. The City may establish procedures for promotional opportunities, which may include interview panels and/or assessment centers. At a minimum, an employee must be a certified paramedic to be eligible to become a Lieutenant. To be eligible for the rank of Captain, an employee must be a Lieutenant for a minimum of two (2) years.

If there are no employees that meet the years of service requirement, the time of service will be lowered until there are a minimum of three (3) eligible candidates.

All promotional lists will be valid for a period of two (2) years. Upon expiration of the list, a new process will be established to form a new list.

Promotional Scoring – (Total of 100 Points)

Interview	40 Points
Test/Assessment Center	20 Points
Education/Certifications	10 Points
Years of Service	15 Points
Personnel File	10 Points

Education Credits

Masters	5 Points
Bachelors	4 Points
Associates	3 Points

Professional Certifications 1 Point

I/C Certification (ALCS, PALS, BLS, or anything field related)
 Community Paramedic
 TCCC/TEMS/PHTLS (or equivalent)
 Critical Care
 High Level NIMS/ICS

The City and the Local will agree upon the criteria for the Interview and Test or Assessment Center prior to the job posting.

7. Article XX: Miscellaneous Provisions

Amend the sections below and renumber accordingly.

E. Maternity Leave

The employer will grant four (4) weeks of paid time off prior to the birth of said child, additional paid accrued leave (vacation, personal) may also be taken in addition to the four (4) weeks prior to the birth of said child, with the approval from the Chief of EMS with proper documentation.

The employer will also grant eight (8) weeks of paid time off after the birth of said child with approval from the Chief.

Unpaid Leave - Employees on maternity leave shall be able to request additional unpaid leave under the Family and Medical Leave Act (FMLA). Employees requesting such additional unpaid leave shall be required to provide medical documentation consistent with that required under the FMLA. Said unpaid leave shall be concurrent with and not in addition to the paid maternity leave in the above paragraph.

J. Move to Article IX and rename Article IX to Special Pay

K. Replace entire paragraph as follows and move to Article IX and rename Article IX to Special Pay

Community Paramedics (CP's) will be paid at a rate of 7% (increased from 3.5% effective 7/1/2025) above the top step medic. This 7% bump will not be considered another rank, and will have no impact on the 15% between pay grades. There will be five (5) CP positions. The administration shall implement criteria for eligibility for being a CP. Being on the CP list shall not preclude the employee from being on the Acting Lieutenant list. Change # of CPs from 4 to 5 to account for Staff Paramedic
Change 3.5% to 7%

L. Replace entire paragraph as follows and move to Article IX

Squad 12 is to be implemented as an MIH/CEMS command vehicle. The vehicle will consist of 4 Community Paramedics. Members wanting and or promoted to the position of Community Paramedic will have one (1) year to complete the CP course and obtain their CP certification.

M. Replace entire paragraph as follows:

Any employee hired after September 1, 2020 who had previously been assigned to non-emergency rescue shall be subject to transfers and details on non-emergency assignments.

New Section:

MIH Scheduling Coordinators hired after July 1, 2025 must be at a minimum EMT-Basic Certified within 12 months from their date of hire. If said employee for whatever reason is unable to obtain his or her medic within one year, they must notify the Chief of EMS as soon as possible. The EMS Chief, will assess the situation and may grant an extension of up to 3 months, for the employee to finish and obtain their EMT-Basic certification. During this time, the employee's probationary period will also be extended. If the employee fails to become certified as an EMT-Basic by the end of their extension, the City may terminate the employee.

8. Article XXVII: Drug and Alcohol Prohibition

Replace Entire Article as Follows:

It is impermissible for employees to be impaired or under the influence of alcohol or narcotics while on duty. The Fall River EMS Department shall have a drug testing program, to be conducted in the manner set forth below:

Section A: Reasonable Suspicion

1. Employees shall be required to submit to drug tests if there is reasonable suspicion that the employee is using or under the influence of drugs. "Reasonable suspicion" shall be defined as follows:

A belief based on objective facts sufficient to lead a reasonably prudent person to suspect that an employee is using or is under the influence of drugs so that the employee's ability to perform his/her duties is impaired." Reasonable suspicion shall be based on information of objective facts obtained by the department and the rational inferences which may be drawn from those facts. The credibility of the sources of information, the reliability of the information, the degree of corroboration, the results of the investigation or inquiry, and or other factors shall be weighed in determining the presence or absence of reasonable suspicion.

A street supervisor and Administrative Officer (as designated by the Chief), shall be the appropriate Department official to initiate the order to submit to drug testing.

2. The testing shall be performed at a reputable medical facility, after consultation with the association. Said medical facility shall collect the specimens and shall be required to maintain documentation of its chain of custody.

A. The employee shall be advised of the specimen collection procedure.

B. The employee shall observe the medical facility's labeling procedures as follows:

1. Each specimen shall be placed in individual containers, including a split sample, and shall, in the presence of the employee, be sealed, labeled, and initialed by the employee.
2. The employee shall be given a drug screening information sheet prior to the testing which shall permit the employee to make note of any prescription and/or over-the-counter drugs taken within the last 90 days. This information sheet shall be used by the medical facility in making its findings.
3. The medical facility shall provide the employee with access to a "split sample" which the employee may have forwarded for a testing to a laboratory of his own choosing. The split sample shall be processed in accordance with acceptable medical laboratory procedures and costs shall be borne by the employee.

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

D. The Chief of EMS shall be notified of the final test results and shall then immediately notify the employee.

3. Any employee who tests positive shall be provided the opportunity to enroll in a rehabilitation program, except in those situations in which the employee used, sold, or purchased drugs while on active duty. In these situations, the employee may be subject to discipline.
 - A. The rehabilitation program must be designed by the employee to be approved by the Chief. The expenses of the rehabilitation program will be borne by the individual employee.
 - B. If the employee refuses to participate in the rehabilitation program, he/she will be discharged, subject to his/her statutory appeal rights.
 - C. The employee, while enrolled in the rehabilitation program, must comply with all the requirements and regulations of the program: failure to comply shall subject the employee to discharge, subject to statutory appeal rights. The employee must provide periodic reports of the progress of the rehabilitation program to the Chief of EMS. The employee may be permitted to use sick leave or to request leave without pay while enrolled in the program.
4. The employee who successfully completes the rehabilitation program, which is appropriately documented by a physician, and who returns to work shall be subject to random testing for a period of up to one year. If the employee subsequently tests positive, then the employee may be immediately disciplined, up to and including discharge, subject to statutory appeal rights.

Section B: Drug Testing

Drug testing for reasons other than reasonable suspicion shall be conducted under the following guidelines:

- A. Any employee driving during a motor vehicle accident, who is at fault, may be sent for a drug test.
- B. Any member found negligent on duty resulting in injury to oneself, another employee, and/or a patient will automatically be sent for a drug test.
- C. All testing shall be performed in accordance with the Mandatory Guidelines for Federal Workplace Drug Testing Programs with respect to form of testing, specimen collection, testing procedures, procedures for declaring a test positive/negative, and testing laboratories;
- D. Drugs for which employees will be tested are the following: amphetamines, barbituates, benzodiazepenes, cocaine, marijuana, methadone, methaqualone, opiates, phencyclidine, propoxythene, steroids, and synthetic opiates.
- E. Employees with a valid prescription for any of the tested drugs shall be considered negative for such drugs;
- F. The consequences of a positive drug test shall be the same as those specified in Section A, above.

9. Article XXIX: Term of Agreement

Update to reflect the following:

Section 1:

July 1, 2025 through June 30, 2028

Section 2:

Until June, 20, 2028

10. Article XXX: Management Rights

Replace the second paragraph in entirety as follows:

The City agrees that due to the high call volume, and acuity of calls, all EMT basics hired within the EMS Department on the Medical Rescues must be currently enrolled in a certified Paramedic Program. The EMT must complete the program and obtain their paramedic certification within 18 months from their date of hire. If said employee for whatever reason will be unable to obtain his or her medic by the 18th month, they must notify the Chief of EMS as soon as possible. The EMS Chief, will assess the situation and can grant an extension of up to 6 months, for the employee to finish and obtain their paramedic certification. During this time, the employee's probationary period will also be extended. If the employee fails to become certified as a paramedic by the end of their extension, the city may terminate the employee or they may be reassigned at the discretion of the chief.

11. Article XXXI: Personnel Files

Replace entire Article as follows:

Each department shall keep a personnel file for each employee. Supervisors may keep working files, but material not maintained in the employee's personnel file may not be used as documentation for action against/for an employee.

- A. No material originating from the City derogatory to an employee's conduct, service, character or personality shall be placed in the personnel file unless the employee has had an opportunity to read the material. The employee shall acknowledge that he has read such material by affixing his signature on the actual copy to be filed. Such signature does not necessarily indicate agreement with its contents, but merely signifies that the employee has read the material to be filed.

- B. The employee shall have the right to answer any material filed and this answer shall be attached to the file copy.

Inspection – Upon appropriate request, an employee may inspect his/her personnel file subject to the following:

- A. Inspection shall occur during non-working hours, including lunch and break period, at a time and in a manner mutually acceptable to the employee and the City. Upon request, an employee who has a written grievance, who is inspecting his/her personnel file with respect to such grievance, may have a representative present during such inspection.
- B. Copies of materials in an employee's personnel file shall be provided to the employee upon request. The employee shall bear the cost of duplication.
- C. The employer may maintain disciplinary records on file as part of the member's working file for not longer than:

Verbal Warnings – 12 Months

Written Warnings- 18 Months

Suspensions – Permanently

Any repeat infraction of the same nature within that time period will make that disciplinary action permanent in the personnel file.

12. Article XXXIII Wages:

Effective July 1, 2025: 2.5% across-the-board wage increase

Effective July 1, 2026: 2.5% across-the-board wage increase

Effective July 1, 2027: 2.5% across-the-board wage increase

Effective July 1, 2025: To be added to New Article IX Special Pay

Paramedics/Basics assigned to IFT will be paid an additional 3.5% over their current step when working* (reflect in New Article IX)

*The pay adjustments above will not be considered another rank and will have no impact on the 15% differential between grades.

Executive Administrative Assistant - will receive an additional 3.5% to reflect added job responsibilities (reflect in New Article IX)

Administrative MIH Scheduling Coordinator - will receive an additional 3.5% to reflect added job responsibilities (reflect in New Article IX)

This Agreement is subject to ratification by the American Federation of State, County, And Municipal Employees, Local 1202 and full funding by the City Council.

Signed and Agreed to this 29th day of JULY, 2025.

FOR THE CITY

FOR THE UNION

Paul Coogan 7/30/25
Paul Coogan, Mayor Date

Justin Teixeira 07/29/2025
Justin Teixeira, President, Local 1202 Date

[Signature]
STAFF REP.

2

CITY OF FALL RIVER
MASSACHUSETTS

Traffic & Parking Division



Paul E. Coogan
Mayor

Stephanie MacArthur
Director of Traffic & Parking

August 22, 2025

The Honorable City Council
City of Fall River
One Government Center
Fall River, MA 02720

Honorable Council Members:

At a meeting of the Traffic Board Commission held on Wednesday, August 20, 2025 the following request met all the guidelines, requirements and was approved by the Traffic Commission Board.

That Chapter 70 of Revised Ordinances be amended in the following Section:

Article: 70
Section: 387

HANDICAP PARKING

By inserting in proper alphabetical order the following:

INSERT

Name of Street	Side	Location
Diman Street	East	Starting at a point 28 feet South of William Street. For a distance of 20 feet South.

Very truly yours,


Stephanie MacArthur
Director of Traffic & Parking

CITY CLERK
FALL RIVER, MA

2025 AUG 25 A 9:38

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2

CITY OF FALL RIVER
MASSACHUSETTS

Traffic & Parking Division



Paul E. Coogan
Mayor

Stephanie MacArthur
Director of Traffic & Parking

August 22, 2025

The Honorable City Council
City of Fall River
One Government Center
Fall River, MA 02720

Honorable Council Members:

At a meeting of the Traffic Board Commission held on Wednesday, August 20, 2025 the following request met all the guidelines, requirements and was approved by the Traffic Commission Board.

That Chapter 70 of Revised Ordinances be amended in the following Section:

Article: 70
Section: 387 HANDICAP PARKING

By inserting in proper alphabetical order the following:

INSERT

Name of Street	Side	Location
John Street	East	Starting at a point 60 feet South of Wade Street. For a distance of 20 feet South.

Very truly yours,


Stephanie MacArthur
Director of Traffic & Parking

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2025 AUG 25 A 9:38
CITY CLERK
FALL RIVER, MA

SW

CITY OF FALL RIVER
MASSACHUSETTS

Traffic & Parking Division



Paul E. Coogan
Mayor

Stephanie MacArthur
Director of Traffic & Parking

August 22, 2025

The Honorable City Council
City of Fall River
One Government Center
Fall River, MA 02720

Honorable Council Members:

At a meeting of the Traffic Board Commission held on Wednesday, August 20, 2025 the following request met all the guidelines, requirements and was approved by the Traffic Commission Board.

That Chapter 70 of Revised Ordinances be amended in the following Section:

Article: 70
Section: 387 HANDICAP PARKING

By inserting in proper alphabetical order the following:

INSERT

Name of Street	Side	Location
William Street	South	Starting at a point 106 feet West of Washington Street. For a distance of 20 feet West.

Very truly yours,

Stephanie MacArthur
Stephanie MacArthur
Director of Traffic & Parking

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2025 AUG 25 A 9:38
CITY CLERK
FALL RIVER, MA

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CITY OF FALL RIVER
MASSACHUSETTS

RECEIVED

Traffic & Parking Division 2025 AUG 22 A 8:43



CITY CLERK _____
FALL RIVER, MA

Paul E. Coogan
Mayor

Stephanie MacArthur
Director of Traffic & Parking

August 22, 2025

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

Honorable Council Members:

At a meeting of the Traffic Board Commission held on Wednesday, August 20, 2025 the following request was heard and approved by the Traffic Commission.

That Chapter 70 of Revised Ordinances be amended in the following Section:

Article: 70
Section: 387 Handicapped Parking

By striking out in proper alphabetical order the following.

Name of Street	Side	Location
County Street	West	Starting at a point 22 feet North of Barnes Street. For a distance of 20 feet Northerly.

Very truly yours,

Stephanie MacArthur
Director of Traffic & Parking

2

CITY OF FALL RIVER
MASSACHUSETTS

Traffic & Parking Division



RECEIVED

2025 AUG 22 A 8 43

CITY CLERK _____
FALL RIVER, MA

Paul E. Coogan
Mayor

Stephanie MacArthur
Director of Traffic & Parking

August 21, 2025

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

Honorable Council Members:

At a meeting of the Traffic Board Commission held on Wednesday, August 20, 2025 the following request was heard and approved by the Traffic Commission.

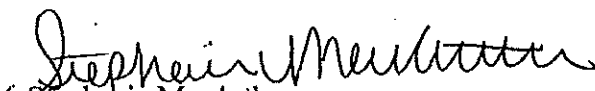
That Chapter 70 of Revised Ordinances be amended in the following Section:

Article: 70
Section: 387 Handicapped Parking

By striking out in proper alphabetical order the following.

Name of Street	Side	Location
Fielden Street	East	Starting at a point 44 feet South of Pleasant Street. For a distance of 20 feet Southerly.

Very truly yours,


Stephanie MacArthur
Director of Traffic & Parking

CITY OF FALL RIVER
MASSACHUSETTS

2

RECEIVED

Traffic & Parking Division

2025 AUG 22 A 8:43



CITY CLERK _____
FALL RIVER, MA

Paul E. Coogan
Mayor

Stephanie MacArthur
Director of Traffic & Parking

August 21, 2025

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

Honorable Council Members:

At a meeting of the Traffic Board Commission held on Wednesday, August 20, 2025 the following request was heard and approved by the Traffic Commission.

That Chapter 70 of Revised Ordinances be amended in the following Section:

Article: 70
Section: 387 Handicapped Parking

By striking out in proper alphabetical order the following.

Name of Street	Side	Location
Slade Street	North	Starting at a point 119 feet West of Church Street. For a distance of 20 feet West.

Very truly yours,


Stephanie MacArthur
Director of Traffic & Parking

SM



CITY OF FALL RIVER
MASSACHUSETTS

3

DEPARTMENT of FINANCIAL SERVICES
TREASURER • COLLECTOR • AUDITOR • ASSESSOR

RECEIVED

PAUL E. COOGAN
Mayor

2025 SEP -4 P 3:15

September 4, 2025

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

CITY CLERK _____
FALL RIVER, MA

IAN P. SCHACHNE, CMMC, CMMT
Treasurer/Collector

Re: Declaration of Trust Creating the City of Fall River OPEB Trust

Dear Alison:

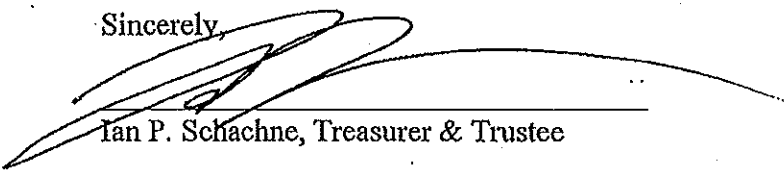
Attached please find a copy of the fully executed Declaration of Trust creating the City of Fall River OPEB Trust. Although the City accepted the provisions of General Laws Chapter 32B, Section 20, and appropriated funds to the City's newly created OPEB Trust Fund in November 2018, the Declaration of Trust creating the "City of Fall River OPEB Trust" was inadvertently never executed and posted with the City Clerk's Office at that time as required. Copies of the City's Acceptance of the provisions of General Laws Chapter 32B, Section 20, and the Order appropriating the funds to create the City's OPEB Trust Fund are attached for your convenience. This inadvertent omission was recently discovered in a review with the City's OPEB Consultant Odyssey Advisors. Please post the attached Notice for ninety (90) days.

The execution of the Declaration of Trust at this time will not affect the operation of the City's OPEB Trust Fund which has been operating since 2018 as if the Declaration of Trust was executed at that time but allows the City to be in conformance with all of the requirements of said Section 20.

Please contact me if you have any questions.

Thank you for your assistance in this matter.

Sincerely,


Ian P. Schachne, Treasurer & Trustee

cc: Hon. Paul E. Coogan
Michael Dion
Alan Rumsey, Esq.

One Government Center Fall River, MA 02722
TEL: (508) 324-2272 FAX (508) 324-2244

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CITY OF FALL RIVER
OTHER POST-EMPLOYMENT BENEFITS ("OPEB") TRUST
CITY CLERK
FALL RIVER, MA

DECLARATION OF TRUST

THIS DECLARATION OF TRUST is made this 26th day of August, 2025, by and between the City of Fall River, acting through its Mayor, pursuant to a vote of acceptance by the Fall River City Council (the "CITY") and Ian P. Schachne, acting in his capacity as the duly appointed Treasurer of the City of Fall River (the "TRUSTEE").

WITNESSETH:

Whereas, the CITY has established certain other post employment benefits ("OPEB"), other than pensions, for eligible former employees of the CITY; and

Whereas, by vote of the Fall River City Council on November 6, 2018 which was signed by the Mayor on November 7, 2018, the CITY accepted the provisions of General Laws Chapter 32B, Section 20 (a copy of which is attached hereto as Exhibit "A"); and

Whereas, the CITY wishes to establish an irrevocable trust (hereinafter the "Trust") for the purpose of funding OPEB obligations as required to be reported under General Accounting Standards Board ("GASB") Statements 43 and 45; and

Whereas, the Trust is established by the CITY with the intention that it qualify as a tax-exempt trust performing an essential governmental function within the meaning of Section 115 of the Code and Regulations issued thereunder and as a trust for OPEB under General Laws Chapter 32B, §20, as amended by Chapter 218 of the Acts of 2016;

Now, Therefore, in consideration of the foregoing promises and the mutual covenants hereinafter set forth, CITY and the TRUSTEE hereby agree as follows.

ARTICLE I DEFINITIONS

As used herein, the following terms shall have the following meanings:

- 1.1. "Code" means the Internal Revenue Code of 1986, as amended from time to time.
- 1.2. "ERISA" means the Employee Retirement Income Security Act of 1974, as amended from time to time and any successor statute.

- 1.3. "GASB 43 and 45," shall mean Government Accounting Standards Board, Statement No. 43 and Statement No. 45, Accounting and Financial Reporting by Employers for Post-Employment Benefits Other Than Pensions.
- 1.4. "Other post-employment benefits" or "OPEB," shall mean post-employment benefits other than pensions as that term is defined in GASB 43 and 45 including post-employment healthcare benefits, regardless of the type of plan that provides them, and all post-employment benefits provided separately from a pension plan, excluding benefits defined as termination offers and benefits.
- 1.5. "Retired Employee" means those persons who have retired from employment with the CITY and who are qualified to receive retirement benefits pursuant to G.L. c.32 or as otherwise provided by law.
- 1.6. "Trust" means the City of Fall River OPEB Trust as hereby established.
- 1.7. "TRUSTEE" means the duly appointed Trustee, and any successor Trustee appointed as provided pursuant to Article 5.
- 1.9. "Trust Funds" means all the money and property, of every kind and character, including principal and income, held by the Trustee under the Trust.

ARTICLE 2 PURPOSE

- 2.1. The Trust is created for the sole purpose of providing funding for OPEB, as determined by the CITY, or as may be required by collective bargaining agreement, or by any general or special law providing for such benefits, for the exclusive benefit of the CITY's Retired Employees and their eligible dependents and for defraying the reasonable administrative, legal, actuarial and other expenses of the Trust. The assets held in the Trust shall not be used for or diverted to any other purpose, except as expressly provided herein.
- 2.2. It is intended that the Trust shall constitute a so called "Qualified OPEB Trust" according to the standards set forth in GASB 43 and 45 and that it further qualify as a Integral Part Trust for all purposes under Article 115(c) of the Code or under any comparable provision of future legislation that amends, alters, or supersedes the Code.

ARTICLE 3 ESTABLISHMENT OF TRUST

- 3.1. In order to implement and carry out the provisions of G.L. c.32B, §20, the CITY hereby establishes this Trust which shall be known as the "City of Fall River OPEB Trust."
- 3.2. The Trust shall be irrevocable, and no Trust funds shall revert to the CITY until all OPEB owed to retired CITY employees have been satisfied or defeased. The Trust shall be deemed an expendable trust subject to appropriation.

3.3. The principal location of the Trust shall be the offices of the City of Fall River, 1 Government Center, Fall River, Massachusetts 02721.

3.4. The TRUSTEE hereby accepts the trusts imposed upon him by this Trust Agreement and agrees to perform said trusts as a fiduciary duty in accordance with the terms and conditions of this Trust Agreement.

3.5. The TRUSTEE shall hold legal title to all property of the Trust and neither the CITY, nor any employee, official, or agent of the CITY, nor any individual, shall have any right title or interest to the Trust.

3.6. The Trust shall consist of such sums of money as shall from time to time be paid or delivered to the TRUSTEE by the CITY, which together with all earnings, profits, increments and accruals thereon, without distinction between principal and income, shall constitute the Trust hereby created and established. Nothing in this Agreement requires the CITY to make contributions to the Trust to fund OPEB. Any obligation of the CITY to pay or fund benefits shall be determined in accordance with applicable law and any agreement to provide OPEB.

ARTICLE 4 TRUST FUNDING

4.1. The Trust Fund shall be credited with all amounts appropriated or otherwise made available by the CITY and employees of the CITY as a contribution to the Trust for the purposes of meeting the current and future OPEB costs payable by the CITY, or any other funds donated or granted specifically to the CITY for the Trust, or to the Trust directly.

4.2. The TRUSTEE shall be accountable for all delivered contributions but shall have no duty to determine that the amounts received are adequate to provide the OPEB Benefits determined by the CITY.

4.3. The TRUSTEE shall have no duty, expressed or implied, to compel any contribution to be made by the CITY, but shall be responsible only for property received by the TRUSTEE under this Trust Agreement.

4.4. The CITY shall have no obligation to make contributions to the Trust to fund OPEB, and the size of the Trust may not be sufficient at any one time to meet the CITY's OPEB liabilities. This Trust Agreement shall not constitute a pledge of the CITY's full faith and credit or assessment power for the purpose of paying OPEB, and no retiree or beneficiary may compel the exercise of taxing power by the CITY for such purposes. The obligation of the CITY to pay or fund OPEB obligations, if any, shall be determined by the CITY or applicable law. Distributions of assets in the Trust are not debts of the CITY within the meaning of any constitutional or statutory limitation or restriction.

4.4. Earnings or interest accruing from investment of the Trust shall be credited to the Trust. Amounts in the Trust Fund, including earnings or interest, shall be held for the exclusive purpose

of, and shall be expended only for, the payment of the costs payable by the CITY for OPEB obligations to Retired Employees and their dependents, and defraying the reasonable expenses of administering any plan providing OPEB Benefits as provided for in this Trust Agreement.

4.6. Amounts in the Trust Fund shall in no event be subject to the claims of the CITY's general creditors. The Trust Fund shall not in any way be liable to attachment, garnishment, assignment or other process, or be seized, taken, appropriated or applied by any legal or equitable process, to pay any debt or liability of the CITY, or of retirees or dependents who are entitled to OPEB.

ARTICLE 5 TRUSTEE

5.1. The Trust shall be administered by a TRUSTEE who shall be the duly appointed Treasurer of the City of Fall River acting *ex officio*.

5.2. In the event the TRUSTEE resigns, is removed or is otherwise unable to serve, the newly appointed Treasurer of the City of Fall River shall be appointed as successor Trustee. If the newly appointed Treasurer of the City of Fall River cannot or will not serve as Trustee, or if there is a vacancy in the position as Treasurer of the City of Fall River, the Assistant Treasurer of the City of Fall River shall be bonded and shall serve as Trustee until a new Treasurer of the City of Fall River has been appointed, and confirmed by the City Council, at which time said newly appointed Treasurer shall be appointed as successor Trustee.

5.3. Whenever a change of TRUSTEE occurs, the legal title to property held by this Trust shall automatically pass to the duly appointed successor TRUSTEE.

5.4. Each future TRUSTEE shall accept the office of TRUSTEE and the terms and conditions of this Trust Agreement in writing.

5.5. Upon leaving office, a TRUSTEE shall promptly and without unreasonable delay, deliver to the Trust's principal office any and all records, documents, or other documents in his possession or under his control belonging to the Trust.

5.6. The TRUSTEE shall be a special municipal employee for purposes of G.L. c.268A and shall be subject to the restrictions and prohibitions set forth therein.

ARTICLE 6 POWERS OF THE TRUSTEE

6.1. The TRUSTEE shall have the power to control and manage the Trust and the Trust Fund and to perform such acts, enter into such contracts, engage in such proceedings, and generally to exercise any and all rights and privileges, although not specifically mentioned herein, as the TRUSTEE may deem necessary or advisable to administer the Trust and the Trust Fund or to carry out the purposes of this Trust. In addition to the powers set forth elsewhere in this Agreement,

the powers of the TRUSTEE, in connection with his managing and controlling the Trust and its General Fund, shall include, but shall not be limited to, the following:

6.1.1. To enter into an administrative services contract or other contracts with one or more insurance companies, nonprofit hospital, medical or dental service corporations, or with one or more health care organizations or health maintenance organizations, or with one or more third-party administrators or other entities to organize, arrange, or provide for the delivery or payment of health care coverage or services (including dental services), whereby the funds for the payment of claims of eligible persons, including appropriate service charges of the insurance carrier, third party administrator or other intermediary, shall be furnished by the TRUSTEE from the Trust Fund for the payment by such intermediary to the health care vendors or persons entitled to such payments in accordance with the terms and provisions of said contract.

6.1.2. To purchase contracts of insurance or reinsurance through such broker or brokers as the TRUSTEE may choose and to pay premiums on such policies.

6.1.3. To receive, hold, manage, invest and reinvest all monies which at any time form part of the Trust, whether principal or income, provided however that there shall be no investment directly in mortgages or in collateral loans and further provided that the TRUSTEE shall comply with the provisions of Article 7 of this Trust Agreement, applicable law and any investment policy adopted by the TRUSTEE concerning the investment and management of Trust assets.

6.1.4. To borrow or raise money for the purposes of the Trust, in such amount, and upon such terms and conditions as the TRUSTEE shall deem advisable, subject to applicable law and statutes; and for any sum so borrowed to issue the promissory note of the Trust, and to secure the repayment thereof by creating a security interest in all or any part of the Trust or the Trust Fund; and no person lending such money shall be obligated to see that the money lent is applied to Trust purposes or to inquire into the validity, expedience or propriety of any such borrowing.

6.1.5. To hold cash, uninvested, for such length of time as the TRUSTEE may determine without liability for interest thereon.

6.1.6. To employ the Corporation Counsel of the City of Fall River, the CITY's Investment Advisor and the CITY's Independent Auditor as well as suitable agents, advisors as the TRUSTEE may deem necessary and advisable for the efficient operation and administration of the Trust, to delegate duties and powers hereunder to such agents, advisors and counsel, and to charge the expense thereof to the Trust. The TRUSTEE is entitled to rely upon and may act upon the opinion or advice of any attorney approved by the TRUSTEE in the exercise of reasonable care. The TRUSTEE shall not be responsible for any loss or damage resulting from any action or non-action made in good faith reliance upon such opinion or advice. All delegated authority shall be specifically defined in any by-laws adopted by the TRUSTEE.

6.1.7. To hire employees or independent contractors as the TRUSTEE may deem necessary or advisable to render the services required and permitted for the proper operation of the Trust, and to charge the expense thereof to the Trust.

6.1.8. To continue to have and to exercise, after the termination of the Trust and until final distribution, all of the title, powers, discretions, rights and duties conferred or imposed upon the TRUSTEE hereunder, by any by-laws adopted by the TRUSTEE or by law.

6.1.9. To construe and interpret this Trust Agreement and other documents related to the purposes of the Trust.

6.1.10. To maintain bank accounts for the administration of the Trust and the Trust Funds and to either make payments from any appropriate account for purposes of the Trust, or to authorize other appropriate persons to make said payments.

6.1.11. To receive and review reports of the financial condition and of the receipts and disbursements of the Trust and the Trust Fund.

6.1.12. To adopt by-laws, rules, regulations, formulas, actuarial tables, forms, and procedures by resolution from time to time as they deem advisable and appropriate for the proper administration of the Trust, including participation criteria, provided the same are consistent with the terms of this Trust Agreement.

6.1.13. To purchase as a general administrative expense of the Trust so-called director's liability insurance and other insurance for the benefit of the Trust and/or the protection of the TRUSTEE, Trust officers, employees, or agents against any losses by reason of errors or omissions or breach of fiduciary duty or negligence.

6.1.14. To enter into any and all contracts and agreements for carrying out the terms of this Trust Agreement and for the administration and operation of the Trust and to do all acts as he, in his discretion, may deem necessary or advisable. All such contracts and agreements, or other legal documents herein authorized, shall be executed by the TRUSTEE.

6.1.15. To receive contributions or payments from any source whatsoever but such contributions or payments may not be utilized for any purpose unrelated to the provision of OPEB as herein provided or properly authorized expenses.

6.1.16. To pay taxes, assessments, and other expenses incurred in the collection, care, administration, and protection of the Trust.

6.1.17. To do all acts, whether or not expressly authorized herein, which the TRUSTEE may deem necessary or proper in connection with the administration of the Trust, although the power to do such acts is not specifically set forth herein.

6.1.18. To compromise, settle or arbitrate any claim, debt, or obligation of or against the Trust or Trust Fund; to enforce or abstain from enforcing any right, claim, debt or obligation, and to abandon any shares of stock, bonds, or other securities, or interests determined by it to be worthless; to prosecute, compromise and defend lawsuits, but without the obligation to do so, all at the risk and expense of the Trust;

6.1.19. To comply with all requirements imposed by applicable provisions of law.

6.1.20. To serve as custodian with respect to Trust assets.

ARTICLE 7 LIMITATION OF TRUSTEES' POWERS, DUTIES AND RESPONSIBILITIES

7.1. Nothing contained in the Trust Agreement, either expressly or by implication, shall be deemed to impose any powers, duties or responsibilities on the TRUSTEE other than those set forth in this Trust Agreement.

7.2. The TRUSTEE shall have such rights, powers and duties as are provided to a named fiduciary for the investment of assets under ERISA. The TRUSTEE shall not be liable for the making, retention or sale of any investment or reinvestment made by the TRUSTEE as herein provided or for any loss to or diminution of the Trust Fund or for anything done or admitted to be done by the TRUSTEE with respect to the Trust Agreement or the Trust Fund except as and only to the extent that such action constitutes a violation of the law or gross negligence.

7.3. The TRUSTEE, in his discretion, may purchase as an expense of the Trust Fund such liability insurance for himself or any other fiduciary selected by the TRUSTEE as may be reasonable. The CITY, in its discretion, may also purchase liability insurance for the TRUSTEE, and as the CITY may select, for any person or persons who serve in a fiduciary capacity with respect to the Trust.

7.4. The CITY shall not assume any obligation or responsibility to any person for any act or failure to act of the TRUSTEE, any insurance company, or any beneficiary of the Trust Fund. The TRUSTEE, shall have no obligation or responsibility with respect to any action required by this Trust Agreement to be taken by the TRUSTEE, any insurance company, or any other person, or for the result or the failure of any of the above to act or make any payment or contribution, or to otherwise provide any benefit contemplated by this Trust Agreement.

7.5. Neither the TRUSTEE nor the CITY shall be obliged to inquire into or be responsible for any action or failure to act on the part of the other. No insurance company shall be a party to this Trust Agreement, for any purpose, or be responsible for the validity of this Trust Agreement, it being intended that such insurance company shall be liable only for the obligations set forth in the policy or contract issued by it.

7.6. The TRUSTEE shall invest and manage Trust assets as a prudent investor would, using the judgment and care under the circumstances then prevailing that persons of prudence, discretion, and intelligence exercise in the management of their own affairs, not in regard to speculation but in regard to the permanent disposition of their funds, considering the probable income as well as the probable safety of their capital, pursuant to G.L. c.203C.

ARTICLE 8 ACTIONS BY THE TRUSTEE

8.1 The TRUSTEE may, by instrument, delegate to any attorney, agent or employee such other powers and duties as he deems advisable, including the power to execute, acknowledged or deliver instruments as fully as the TRUSTEE might himself and to sign and endorse checks for the account of the TRUSTEE of the Trust.

8.3. The TRUSTEE shall be required to be bonded in such a fashion necessary to protect the fund assets.

ARTICLE 9 LIABILITY OF THE TRUSTEE

9.1. The TRUSTEE shall not be liable for any mistake of judgment or other action made, taken or omitted by the TRUSTEE in good faith, nor for any action taken or omitted by any other TRUSTEE or any agent or employee selected with reasonable care, and the duties and obligations of the TRUSTEE hereunder shall be expressly limited to those imposed upon him by this Trust Agreement.

9.2. No successor TRUSTEE shall be held responsible for an act or failure of a predecessor TRUSTEE.

9.3. The TRUSTEE is a public employee for purposes of G.L. c.258, and shall be indemnified by the CITY against any civil claim, action, award, compromise, settlement or judgment by reason of an intentional tort to the same extent and under the same condition as other public employees of the CITY.

9.4. The TRUSTEE shall not be indemnified for violation of the civil rights of any person if he acted in a grossly negligent, willful or malicious manner, or in connection with any matter where it is shown to be a breach of fiduciary duty, an act of willful dishonesty or an intentional violation of law by the TRUSTEE.

ARTICLE 10 Intentionally Omitted

ARTICLE 11 TAXES, EXPENSES, AND COMPENSATION

11.1. It is intended that the Trust will be a Code Article 115 trust. As such, it is expected that there will be no income taxes owed by the Trust. To the extent that any taxes are imposed on the Trust, the TRUSTEE shall use the assets of the Trust Fund to pay for any taxes owed.

11.2. All reasonable costs and expenses of managing and administering the Trust and the Trust Fund, including such compensation for the TRUSTEE as may be approved by CITY from time to time, and reimbursement for reasonable fees incurred through the use of third party vendors or agents, shall be paid from the Trust unless the CITY chooses to pay the expenses directly.

ARTICLE 12 ACCOUNTS

12.1. The TRUSTEE shall keep complete and accurate accounts of all of the Trust's receipts, investments and disbursements under this Trust Agreement. Such records, as well as all other Trust records, shall be retained and made available for public inspection and or copying in accordance with the requirements of the Public Records Law, General Laws Chapter 66, §10 and General Laws Chapter 4, §7, clause 26th and their implementing regulations. The person or persons designated by the CITY shall be entitled to inspect such records upon request at any reasonable time.

12.2. The books and records of the Trust shall be audited annually by March 1 of the successive calendar year by the CITY's independent auditor in accordance with accepted accounting practices. The results of the audit shall be provided to the CITY at the same time as it is presented to the TRUSTEE.

12.3. The Trust Fund shall be subject to the Commonwealth of Massachusetts Public Employee Retirement Administration Commission's triennial audit.

ARTICLE 13 ANNUAL REPORTS

13.1. The TRUSTEE shall furnish to the CITY annually, or more frequently if the CITY so requests, a statement of account showing the condition of the Trust Funds and all investments, sales, income, disbursements and expenses of the Trust and the Trust Fund.

ARTICLE 14 INVESTMENT OF TRUST FUNDS

14.1. The TRUSTEE hereby authorizes and directs the Treasurer of the CITY to invest and reinvest the amounts in the Trust Fund not needed for current disbursement, consistent with the prudent investor rule, and as provided in the Investment Policy which is attached to this instrument and hereby incorporated.

14.2. In no event shall the funds be invested directly in mortgages or in collateral loans.

ARTICLE 15 CUSTODY OF THE TRUST FUNDS

15.1. The TRUSTEE hereby appoints the Treasurer of the CITY as custodian of the Trust Fund and authorizes the Treasurer to employ an outside custodial service to maintain custody of the Trust Funds. All funds in the Trust Fund shall be accounted for separately from all other funds of the CITY.

15.2. The Treasurer of the CITY, with the authorization of the TRUSTEE, shall establish one or more checking accounts, which may be interest bearing or non-interest bearing accounts. Such checking account or accounts shall be funded solely from the Trust Funds, and the TRUSTEE may authorize the Treasurer of the CITY to draw on such checking accounts for the payment of OPEB and for the administrative expenses of the Trust.

ARTICLE 16 TERMINATION OF TRUST

16.1. The Trust shall continue, and shall not be terminated, as long as the CITY has OPEB obligations as described herein.

16.2. Provided the CITY no longer has any OPEB obligations as described herein, the Trust may be terminated pursuant to law or by an instrument in writing signed by the TRUSTEE, provided that the TRUSTEE has first given the Mayor of CITY thirty (30) days prior written notice of his intent to terminate the Trust, and further provided however, that continuance of the Trust shall not be deemed to be a contractual obligation of the CITY.

16.3. Upon termination of the Trust, subject to the payment of or making provision for the payment of all obligations and liabilities of the Trust and the TRUSTEE, the net assets of the Trust shall be transferred to the CITY and held by the Treasurer of the CITY to be used exclusively for providing OPEB to Retired Employees and their eligible dependents and for no other purpose.

16.4. The powers of the TRUSTEE shall continue until the affairs of the Trust are concluded.

ARTICLE 17 AMENDMENTS

17.1. The Trust may only be amended as set forth herein. The CITY may amend the Trust at any time as may be necessary to comply with the requirements for tax exemption under Section 115 of the Code, to conform the Trust to the laws of the Commonwealth of Massachusetts and to meet the standards set forth in GASB 43 and GASB 45 to be treated as funded through a qualifying trust or equivalent arrangement.

17.2. This Trust Agreement may be amended, but not revoked, from time to time by the CITY, subject to the following limitations:

17.2.1. The assets of the Trust may not be used for or diverted to any other purposes prior to satisfaction of the CITY's OPEB obligations, and reasonable expenses of administering the Trust.

17.2.2. The duties and liabilities of the TRUSTEE cannot be substantially changed without his written consent.

17.3 Any amendment to this Trust shall be executed in writing.

ARTICLE 18 MERGER

18.1. The CITY may provide for the merger of the Trust with one or more other trusts established by the CITY or other government entities for similar purposes as may be provided by law.

ARTICLE 19 SEVERABILITY OF INVALID PROVISIONS

19.1. If any provision of this Trust Agreement is determined invalid, illegal, or unenforceable for any reason, then the provision shall be severed from the remaining provisions of the Trust Agreement for any reason, and the remaining parts of the Agreement shall be construed to give the maximum practical effect to the purposes stated herein, as if the invalid, illegal, or unenforceable provision was never a part.

ARTICLE 20 DISBURSEMENTS FROM THE OPEB FUND

20.1 Pursuant to General Laws Chapter 32B, Section 20 amounts in the City of Fall River OPEB Fund may be appropriated by a two-thirds vote of the City Council of the City of Fall River, which vote has been signed by the Mayor of the City of Fall River to pay for the CITY's share of health insurance benefits for retirees of the CITY and their dependents upon certification by the TRUSTEE that such amounts are available in the fund.

20.2 The Treasurer of the CITY, after consultation with the Mayor of the CITY shall determine the amount to be appropriated from the fund to the annual budget for retiree health insurance and shall notify the TRUSTEE of that amount at the earliest possible opportunity in the annual budget cycle but no later than March 15th.

20.3 Upon notification, the TRUSTEE shall take diligent steps to certify, no later than April 15th those funds as available for appropriation by the CITY, or that said funds will be available by the time the appropriation would become effective or provide an explanation why the funds are or will not be available or should not be made available.

ARTICLE 21

MISCELLANEOUS

21.1. This Trust Agreement shall be interpreted, construed and enforced, and the Trust hereby created shall be administered in accordance with and governed by the laws of the United States and of the Commonwealth of Massachusetts.

21.2. The titles to Articles of this Trust Agreement are placed herein for convenience of reference only, and the Trust Agreement is not to be construed by reference thereto.

21.3. No person shall be obliged to see to the application of any money paid or property delivered to the Trustees, or as to whether or not the TRUSTEE has acted pursuant to any authorization herein required, or as to the terms of this Trust Agreement. In general, each person dealing with the TRUSTEE may act upon any advice, request or representation in writing by the TRUSTEE, or by the TRUSTEE's duly authorized agent, and shall not be liable to any person in so doing. The certification of the TRUSTEE that he is acting in accordance with this Trust Agreement shall be conclusive in favor of any person relying thereon.

21.4. This Trust Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original but all of which together shall constitute but one instrument, which may be sufficiently evidenced by any counterpart.

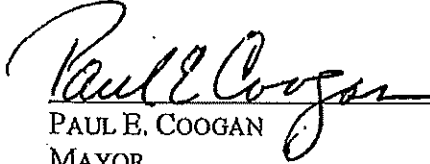
21.5. Until advised to the contrary, the TRUSTEE may assume this Trust is entitled to exemption from taxation under Section 115 of the Internal Revenue Code of 1986 or under any comparable section or sections of future legislation that amend, supplement or supersede one or both of those sections of the Internal Revenue Code.

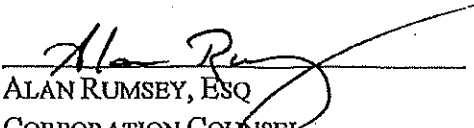
SIGNATURES FOLLOW ON NEXT PAGE

IN WITNESS WHEREOF, the parties hereto have caused this Trust Agreement to be executed in their respective names by their duly authorized officers as of the day and year first above written.

CITY OF FALL RIVER

APPROVED AS TO LEGALITY
& FORM

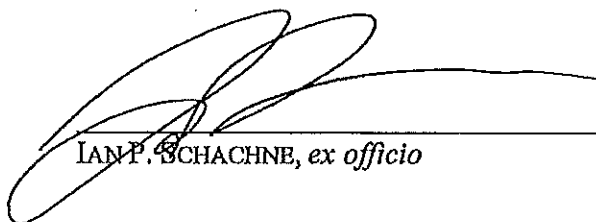

PAUL E. COOGAN
MAYOR


ALAN RUMSEY, ESQ
CORPORATION COUNSEL

TRUSTEE

WITNESS TO ALL




IAN P. SCHACHNE, *ex officio*

COMMONWEALTH OF MASSACHUSETTS

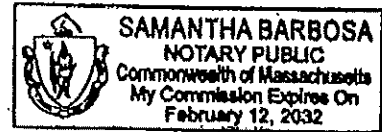
Bristol, ss

On this day of August, 2025, before me the undersigned notary public, personally appeared Paul E. Coogan, whose identity was proved to me by personal knowledge to be the person whose name is signed on the preceding or attached documents and acknowledged to me that he signed it voluntarily as the Mayor of the City of Fall River.

SBarbosa

Notary Public

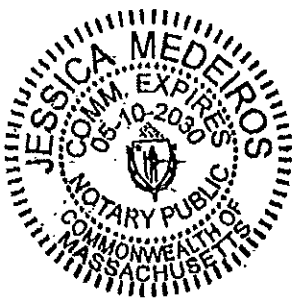
My commission expires:



COMMONWEALTH OF MASSACHUSETTS

Bristol, ss

On this ^{26th} day of August, 2025, before me the undersigned notary public, personally appeared Ian P. Schachne, whose identity was proved to me by personal knowledge to be the person whose name is signed on the preceding or attached documents and acknowledged to me that he signed it voluntarily as the Treasurer of the City of Fall River.



Jessie Medeiros

Notary Public

My commission expires: 6-10-2030.

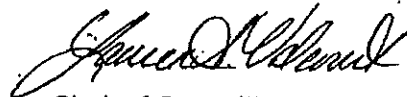
CITY OF FALL RIVER

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To the City Council

Councillors:

The Committee on Ordinances and Legislation, at a meeting held on August 26, 2025, voted unanimously to recommend the accompanying proposed ordinance, accompanied by an emergency preamble, be passed through first reading, second reading, passed to be enrolled and passed to be ordained, with Councilors Cadime and Hart absent and not voting.



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.

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

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

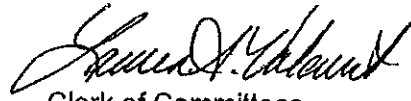
Name of Street	Side	Location
Foote Street	West	Starting at a point 467 feet south of Globe Street, for a distance of 20 feet southerly
Healy Street	North	Starting at a point 98 feet east of Quarry Street, for a distance of 20 feet easterly
Kellogg Street	West	Starting at a point 392 feet north of Hamlet Street, for a distance of 20 feet northerly
Park Street	South	Starting at a point 157 feet east of Forest Street, for a distance of 20 feet easterly

CITY OF FALL RIVER

To the City Council

Councillors:

The Committee on Ordinances and Legislation, at a meeting held on August 26, 2025, voted unanimously to recommend the accompanying proposed ordinance, accompanied by an emergency preamble, be passed through first reading, second reading, passed to be enrolled and passed to be ordained, with Councilor Hart absent and not voting.


Clerk of Committees

City of Fall River, In City Council

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.

City of Fall River, In City Council

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

That Chapter 50 of the Code of the City of Fall River, Massachusetts, 2018, which chapter relates to Personnel be amended as follows:

Section 1

By inserting in Section 50-310.1, which section relates to Salary schedules for miscellaneous personnel, the following:

	Grade	Effective Date	Hourly Rate
Supervisor of School Crossing Guards	SCRG	9-10-2025	\$22.00

Section 2

By striking out in Section 50-310.1, which section relates to Salary schedules for miscellaneous personnel, the following:

	Grade	Effective Date	Hourly Rate
Crossing Guard	SCTR	7-1-2017	\$15.00

and inserting in place thereof the following:

	Grade	Effective Date	Hourly Rate
Crossing Guard	SCTR	9-10-2025	\$20.00

This ordinance shall take effect upon passage to be ordained.

CITY OF FALL RIVER
IN CITY COUNCIL

AUG 12 2025

*Referred to the Committee
on Ordinances and Legislation*

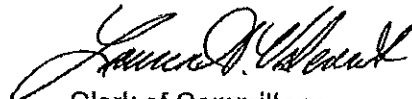
Proposed Ordinance — Traffic, Miscellaneous
CITY OF FALL RIVER

6

To the City Council

Councillors:

The Committee on Ordinances and Legislation, at a meeting held on August 26, 2025, voted unanimously to recommend that the accompanying proposed ordinance be passed through first reading, with Councilors Cadime and Hart absent and not voting.


Clerk of Committees

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

Section 1

By striking out in Section 70-281, which section relates to One-way streets, the following:

Name of Street	Side	Location
Niagara Street	West	From Foster Street for a distance of 498 feet

Section 2

By inserting in Section 70-281, which section relates to One-way streets, the following:

Name of Street	Side	Location
Niagara Street	West	From Foster Street to Plymouth Avenue

Section 3

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

Name of Street	Side	Location
Barnes Street	North	Starting at a point 448 feet west of County Street, for a distance of 20 feet westerly
Bates Street	West	Starting at a point 202 feet south of Orswell Street, for a distance of 20 feet southerly
Bay Street	East	Starting at a point 113 feet north of Swift Street, for a distance of 20 feet northerly
East Main Street	East	Starting at a point 173 feet north of Dwelly Street, for a distance of 20 feet northerly

Section 4

By inserting a new section to read as follows:

§ 70-392 Three-hour parking

No person shall park a vehicle for longer than three hours upon the following streets or parts thereof during the hours specified:

Name of Street	Side	Location
Brayton Avenue	North	Starting at a point 89 feet east of Ryan Street, for a distance of 36 feet easterly

CITY OF FALL RIVER

To the City Council

Councillors:

The Committee on Ordinances and Legislation, at a meeting held on August 26, 2025, voted unanimously to recommend that the accompanying proposed ordinance be passed through first reading, as amended, with Councilor Hart absent and not voting.


Clerk of Committees

City of Fall River, *In City Council*

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

That Chapter 2 of the Code of the City of Fall River, Massachusetts, 2018, which chapter relates to Administration be amended as follows:

By inserting in ARTICLE XI, a new section to read as follows:

2-1057 Library Programs Revolving Fund

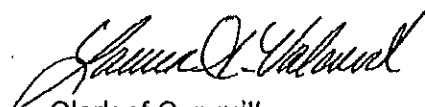
The purpose of this revolving fund is to meet, in whole or in part, expenses relating to additional library resources and programming, including but not limited to Passport Acceptance, at the City of Fall River Public Library. The account shall be funded by receipts related to library resources and programming and Passport Acceptance fees. The fund will be utilized by Library. The fund shall be held in and appropriated from in manner provided in Massachusetts General Laws, Chapter 53, Section E 1/2.

CITY OF FALL RIVER

To the City Council

Councillors:

The Committee on Ordinances and Legislation, at a meeting held on August 26, 2025, voted unanimously to recommend that the accompanying proposed ordinance be passed through first reading, as amended, with Councilor Hart absent and not voting.



Clerk of Committees

City of Fall River, *In City Council*

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

That Chapter 50 of the Code of the City of Fall River, Massachusetts, 2018, which chapter relates to personnel, be amended as follows:

By striking out in Section 50-301, which section relates to Salary schedules for executive officers, department heads and non-union personnel the following:

Veterans' Benefit Agent and Director of Veterans' Services/Director of Veterans' Benefits	Grade VBAG	Effective Date 7-1-2022	Not to Exceed \$72,236.54
---	---------------	----------------------------	------------------------------

and inserting in place thereof the following:

Veterans' Benefit Agent and Director of Veterans' Services/Director of Veterans' Benefits	Grade VBAG	Effective Date 7-1-2024	Not to Exceed \$95,000.00
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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 Code of the City of Fall River, Massachusetts, 2018, which chapter relates to traffic be amended as follows:

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

Name of Street	Side	Location
Baird Street	North	Starting at a point 188 feet east of Jefferson Street, for a distance of 20 feet easterly
Barnaby Street	West	Starting at a point 315 feet north of Lincoln Avenue, for a distance of 20 feet northerly
Cambridge Street	South	Starting at a point 135 feet west of Jefferson Street, for a distance of 20 feet westerly
Cottage Street	North	Starting at a point 61 feet east of Whipple Street, for a distance of 20 feet easterly
Fountain Street	West	Starting at a point 227 feet north of Division Street, for a distance of 20 feet northerly
Milk Street	West	Starting at a point 56 feet south of Charles Street, for a distance of 20 feet southerly
Mott Street	West	Starting at a point 185 feet north of Warren Street, for a distance of 20 feet northerly
Summerfield Street	North	Starting at a point 283 feet east of Robeson Street, for a distance of 20 feet easterly

CITY OF FALL RIVER

IN CITY COUNCIL

August 12, 2025
Passed through first
reading

City of Fall River, *In City Council*

(Councilors Shawn E. Cadime and Michelle M. Dionne)

WHEREAS, the Department of Emergency Medical Services (EMS) within the City of Fall River is currently operated as an enterprise fund pursuant to the provisions of Massachusetts General Laws, Chapter 44, Section 53F½, and

WHEREAS, the City Council recognizes the importance of ensuring that the Department of EMS operations remain financially stable and accountable, while also aligning with the City's overall fiscal structure, and

WHEREAS, the continuation of the Department of EMS as an enterprise fund is no longer deemed to be in the best financial or administrative interest of the City, and

WHEREAS, the City Council believes that establishing a special revenue account for all ambulance receipts will provide greater fiscal sustainability and flexibility for the City, now therefore

BE IT RESOLVED, that the Fall River City Council hereby respectfully requests that the Mayor submit a request to revoke the provisions of Chapter 44, Section 53F½ of the Massachusetts General Laws to the City Council, thereby ceasing the operation of the Department of Emergency Medical Services as an enterprise fund, effective with the commencement of Fiscal Year 2027, and

BE IT FURTHER RESOLVED, that upon such revocation, a special revenue account be established for the deposit of all ambulance receipts.

(Filed 8-25-2025)

City of Fall River, *In City Council*

11

(Councilor Cliff Ponte)

WHEREAS, the City Council, as the legislative branch of government, is entrusted with oversight, fiscal responsibility and the protection of taxpayer interests, and

WHEREAS, recent actions involving the execution of occupancy agreements without clear Council authorization have raised serious concerns about transparency, accountability and respect for legislative authority, and

WHEREAS, substantial financial commitments carry long-term consequences for the City's budget, operations, and residents, and warrant heightened legislative review, and

WHEREAS, it is the duty of the City Council to establish safeguards ensuring that such obligations are subject to public debate and formal approval, now therefore

BE IT RESOLVED that the Committee on Ordinances and Legislation convene to draft a proposed ordinance with the following:

1. Any real estate lease, license, or occupancy agreement, entered into by the City of Fall River or any of its departments, agencies, or instrumentalities, with a yearly financial obligation exceeding fifty thousand dollars (\$50,000.00), shall require express approval of the City Council prior to execution
2. No funds shall be expended under any such lease or agreement unless and until the City Council has taken formal action to authorize it

(Filed 8-28-2025)

**City of Fall River
Notice of Claim**

RECEIVED

2025 AUG -8 A 10:09

25-54

1. Claimant's name: Jennifer Martin
2. Claimant's complete address: 15 Old Stone Church Rd Little Compton RI 02837
FALL RIVER, MA
3. Telephone number: Home: 774-930-2881 Work: _____
4. Nature of claim: (e.g., auto accident, slip and fall on public way or property damage):
damage to vehicle due to large unmarked opening in the road
5. Date and time of accident: 7-25-2025 Amount of damages claimed: \$ 1013.94
6. Exact location of the incident: (Include as much detail as possible):
397 Globe street Fall River Ma
7. Circumstances of the incident: (attach additional pages if necessary):
While traveling west on Globe street my vehicle sustained damage due to a large, camouflaged opening in the road. A large storm drain cover was missing and neighborhood residents stated that this occurs in this area whenever there is heavy rain. There was/is no warning anywhere on the road to execute caution. My vehicles front left rim and tire were ruined due to this incident. The city should place a grate over this opening to prevent future incidents of this kind.
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: 8/8/2025

Claimant's signature: Jennifer Martin

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

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

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

For official use only:

Copies forwarded to: ☒ City Clerk ☒ Law ☒ City Council ☐ City Administrator ☒ DCM Date: 8/8/25



City of Fall River
Notice of Claim

RECEIVED #25-55

1. Claimant's name: Laurie Pullitien (+ daughter Talia)
2. Claimant's complete address: 208 Garden St. CITY CENTER FALL RIVER, MA 02720
3. Telephone number: Home: — Work: 508.667.0962
4. Nature of claim: (e.g., auto accident, slip and fall on public way or property damage):
city tree fell during storm & damaged my roof.
5. Date and time of accident: 7/3 7:30 Amount of damages claimed: \$ —
6. Exact location of the incident: (include as much detail as possible):
—

7. Circumstances of the incident: (attach additional pages if necessary):
this is the 3rd time these "city" trees have caused damage - I have asked for the trees to be cut down in the past. I have spent well over 1,000 fixing my roof & gutters in the past 5 years. now because the
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/Homesite Indemnity

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

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

Date: 7/23/25 Claimant's signature: Laurie Pullitien

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: <u>8/12/25</u>	
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COASTAL LEGAL AFFILIATES, P.C.

1004 COUNTY STREET
SOMERSET, MA 02726
PHONE: 508-676-6900
FAX: 213-867-5544

PATRICK T. MATTHEWS, MBA
BRIAN M. TAVARES *
ERYNN A. HAMEL
also admitted into Rhode Island*

DELIVERED VIA CERTIFIED MAIL: 9589 0710 5270 0603 5979 11

August 8, 2025

Mayor Paul Coogan
c/o City of Fall River
One Government Center
Fall River, MA 02722

Re: Roseline Toussaint v. City of Fall River
Our File No.: 2024-055

Dear Sir or Madam,

RECEIVED
2025 AUG 12 P. 12: 29
CITY CLERK
FALL RIVER, MA
#25-56

This correspondence is a follow-up to our M.G.L. c. 258 § 4 notice sent on July 23, 2024. As you are aware, this office represents the above-named claimant, Ms. Roseline Toussaint (hereinafter "Ms. Toussaint"), in connection with the serious personal injuries she sustained on July 3, 2024. On said date, Ms. Toussaint fell into an uncovered and/or improperly secured maintenance hole (commonly referred to as a utility hole, sewer hole, or manhole) located at the corner of Hope Street and Mulberry Street in Fall River, Massachusetts. This incident was the direct result of the grossly negligent maintenance of public property. We submit this letter, along with the enclosed materials, to formally present the facts underlying this claim on behalf of our client, Ms. Roseline Toussaint, with the intention of reaching an amicable resolution. For your review and consideration, please find the following documents enclosed:

1. Fall River BMS Bill (\$2,463.00) (Exhibit One)
2. Fall River BMS Records (Exhibit Two)
3. St. Anne's Hospital Bill (\$1,793.90) (Exhibit One)

city clerk ✓ Law ✓ city council ✓ ✓ DCU ✓ 8/12/25



508 324 2650

20

RECEIVED

City of Fall River
Notice of Claim

2025 AUG 14 P 3:45

#25-57

CITY CLERK
FALL RIVER, MA

1. Claimant's name: Corey Ferreira
2. Claimant's complete address: 1021 Hope St. Bristol, RI 02809
3. Telephone number: Home: 508 916 1911 Work: _____
4. Nature of claim: (e.g., auto accident, slip and fall on public way or property damage):
Property Damage
5. Date and time of accident: 8/11/25 1622 Amount of damages claimed: \$ TBD
6. Exact location of the incident: (include as much detail as possible):
Bottom of driveway of 1064 Wilson Rd. Corner of grass, Septic cap
7. Circumstances of the incident: (attach additional pages if necessary):
Police report attached (25-1734-AC)
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: 8/14/25Claimant's signature: Corey Ferreira

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

Date: 8/14/25



20

RECEIVED

2025 AUG 21 P 3:36

City of Fall River
Notice of Claim

CITY CLERK #25-58
FALL RIVER, MA

1. Claimant's name: Carolyn Mirza
2. Claimant's complete address: 283 Lindsey Street Fall River, MA 02720
3. Telephone number: Home: 508-689-7674 Work: _____
4. Nature of claim: (e.g., auto accident, slip and fall on public way or property damage):
Around my home street - All messaged over my car
5. Date and time of accident: everyday Amount of damages claimed: \$ _____
6. Exact location of the incident: (include as much detail as possible):
Daniel Street, bumpy street. Hit road defect.
7. Circumstances of the incident: (attach additional pages if necessary):
when I drove on the damage road (repair Road) and it hit on the tires and alignment Caisles.
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 - Florida

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: 8-21-25

Claimant's signature: Carolyn Mirza

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

SCM

Date: 8/21/25



1100 Crown Colony Drive
P.O. Box 699195
Quincy, MA 02269-9952
617.328.2800
arbella.com

20

RECEIVED

August 19, 2025

2025 AUG 22 P 1:20

CITY CLERK 25-39
FALL RIVER, MA

City of Fall River
One Government Center
Room 627, Law Department
Fall River, MA 02722

Claim Number: 034540637
Company Name: Arbella Mutual Insurance Company
Date of Loss: 06/16/2025
Our Insured: KATHLEEN FITZGERALD
City of Fall River EMS Division

To Whom It May Concern:

Please accept this letter as legal notice under Massachusetts General Law, Chapter 258. On behalf of our insured, Arbella is demanding compensation in the amount of \$2424.45 resulting from this loss.

Arbella Insured: KATHLEEN FITZGERALD
50 BALDWIN STREET
FALL RIVER, MA 02720-1514

Place of accident: 06/16/2025

Description of Loss: IV PULLED TO SIDE OF ROAD TO LET OV (AMBULANCE) PASS, OV HIT IV.

Company and Name of Your Employee: Jace Brouillete

Company Vehicle: 2024 ford Ambulance plate # M5885B

✓ City Clerk ✓ Law ✓ City Council ✓ EMS Date 8/22/25

RECEIVED

2025 AUG 22 P 1:56

CITY CLERK #25-60
FALL RIVER, MA



City of Fall River
Notice of Claim

20

1. Claimant's name: Jacoby Brouillard
2. Claimant's complete address: 224 Pearce Rd
3. Telephone number: Home: 774-433-1766 Work: 774-433-1766
4. Nature of claim: (e.g., auto accident, slip and fall on public way or property damage):
auto accident have photos of damage if necessary
5. Date and time of accident: 8/17/25 at 8:10 PM Amount of damages claimed: \$2373.23
6. Exact location of the incident: (include as much detail as possible):
Tecumseh St have photo of area if necessary
7. Circumstances of the incident: (attach additional pages if necessary): damage to oil pan and sub frame
I was driving down the road there was cars on both sides there was no signs to indicate that there was grooved pavement and a raised manhole, not very well lit.
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: 8/21/25

Claimant's signature: Jacoby Brouillard

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

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

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

For official use only:

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

DCM

Date: 8/22/25



**City of Fall River
Notice of Claim**

RECEIVED

2025 AUG 28 P 12:30

CITY CLERK #25-61
FALL RIVER, MA

20

1. Claimant's name: Casey Taylor
2. Claimant's complete address: 430 Eastern Ave Fall River, MA 02723US
3. Telephone number: Home: (508) 916-9818 Work: _____
4. Nature of claim: (e.g., auto accident, slip and fall on public way or property damage):
auto accident
5. Date and time of accident: 7/15/2025 17:48 Amount of damages claimed: \$ TBD
6. Exact location of the incident: (include as much detail as possible):
Intersection of President Ave and Robeson Street
7. Circumstances of the incident: (attach additional pages if necessary):
CT was proceeding through intersection with a green light
when he was struck by a police officer's vehicle who had his emergency lights on
but proceeded through his intersection with a red light without stopping.
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
Plymouth Rock Assurance P.O. Box 55933 Boston, MA 02205 United States

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: 8/28/2025

Claimant's signature: [Signature]

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

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

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

For official use only:

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

Date: 8/28/25

20



**City of Fall River
Notice of Claim**

RECEIVED

2025 SEP -2 P 12:31

1. Claimant's name: Casey Taylor
2. Claimant's complete address: 430 Eastern Ave Fall River, MA 02723US
(508) 916-9818
3. Telephone number: Home: _____ Work: _____
4. Nature of claim: (e.g., auto accident, slip and fall on public way or property damage):
auto accident
5. Date and time of accident: 7/15/2025 17:48 Amount of damages claimed: \$ TBD
6. Exact location of the Incident: (Include as much detail as possible):
Intersection of President Ave and Robeson Street
7. Circumstances of the Incident: (attach additional pages if necessary):
CT was proceeding through intersection with a green light
when he was struck by a police officer's vehicle who had his emergency lights on
but proceeded through his intersection with a red light without stopping.
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
Plymouth Rock Assurance P.O. Box 55933 Boston, MA 02205 United States

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: 8/28/2025

Claimant's signature: [Signature]

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

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

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

For official use only:

Copies forwarded to: ☒ City Clerk ☒ Law ☒ City Council ☐ City Administrator ☒ Police Dept Date: 9/2/25



**OFFICE OF THE
CORPORATION COUNSEL**

CITY OF FALL RIVER

RECEIVED

2025 AUG 14 A 8:06

CITY CLERK
FALL RIVER, MA

August 13, 2025

Collin Dias
560 Ray St.
Fall River, MA 02720

VIA: Email: Collind00@aol.com

RE: Open Meeting Law Complaint against Fall River City Council
Date of Alleged Violation: July 15, 2025

Dear Mr. Dias:

This correspondence is sent pursuant to G.L. c. 30A, § 23 and 940 CMR 29.00 et seq., in response to your Open Meeting Law Complaint against the Fall River City Council, which the City of Fall River received on July 22, 2025. On July 29, 2025, the Division of Open Government allowed the City's request for an extension of time to respond until August 13, 2025.

Your complaint alleges the following:

On July 15, 2025, the Fall River City Council Held a public meeting. During said meeting the City Council referred many claims to corporation counsel. This took place during an agenda item listed as "claims". This agenda item, and the action take during said agenda item violates the Open Meeting Law and Open Meeting Law section 20 (b), as this is a vague agenda item where a reasonable member of the Public will not understand what is happening.

The Open Meeting Law requires that a meeting notice "contain a listing of topics that the chair reasonably anticipates will be discussed," with enough specificity so that a reasonable member of the public may understand the nature of the business. M.G.L. c. 30A, § 20(b); 940 CMR 29.03(1)(b). Attorney General guidance recognizes that the appropriate level of specificity is context-dependent and may consider established practices of the public body.

In Fall River, "Claims" is a standing agenda item at monthly City Council meetings, reserved for the referral of routine, small-dollar claims against the City to Corporation Counsel for processing. These typically involve minor incidents such as pothole damage, small fender benders involving City vehicles, or property damage caused by municipal activity (e.g., tree limb damage).

The practice is longstanding, well known to regular attendees, and administrative in nature. There is no deliberation in open session on the merits of any individual claim; the Council's action consists solely of referring each claim to the legal department for handling in accordance with applicable procedures.

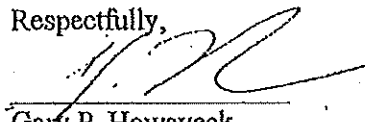
Consistent with longstanding practice, the claims to be referred during the July 15, 2025 meeting were published with the agenda on the City website in advance and assigned a number. When the "Claims" agenda item was reached during the July 15 meeting, it was referred to by number. The "Claims" label on the agenda is therefore not the sole source of information; members of the public had the ability to review the actual claims before the meeting and could match the agenda item number to the corresponding section of the published agenda to find the claims.

Given the monthly occurrence, consistent format, limited administrative nature, and availability of claim details in the publicly posted packet, the description "claims" reasonably informed the public of the topic to be addressed. In these circumstances, the agenda item met the statutory requirement for specificity.

For the reasons stated above, the City of Fall River respectfully submits that the July 15, 2025 agenda item "claims" complied with the Open Meeting Law. Nevertheless, the City remains committed to transparency and will continue to ensure that agendas and supporting materials are clear and accessible to the public.

Please note that you have the right to appeal to the Massachusetts Attorney General – Division of Open Government.

Respectfully,



Gary P. Howayec
Assistant Corporation Counsel

Enc.

Co: Mira Netsy, MA Office Attorney General-Division of Open Government
via email: Mira.Netsky@mass.gov
Fall River City Council



OPEN MEETING LAW COMPLAINT FORM

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

RECEIVED

2025 JUL 22 A 8:10

Please note that all fields are required unless otherwise noted.

CITY CLERK
FALL RIVER, MA

Your Contact Information:

First Name: Collin Last Name: Dias

Address: 560 Ray Street

City: Fall River State: MA Zip Code: 02720

Phone Number: 7747076790 Ext.

Email: Collind00@aol.com

Organization or Media Affiliation (if any):

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

(For statistical purposes only)

☒ Individual ☐ Organization ☐ Media

Public Body that is the subject of this complaint:

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

Name of Public Body (including city/town, county or region, if applicable): Fall River City Council

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

Date of alleged violation: July 15th, 2025

CITY OF FALL RIVER
IN CITY COUNCIL

AUG 12 2025

*Referred to
Corporation Council*

Description of alleged violation:

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

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

On July 15th, 2025, The Fall River City Council Held a public meeting. During said meeting the City Council referred many claims to corporation counsel. This took place during an agenda item listed as "claims".

This agenda item, and the action take during said agenda item violates the Open Meeting Law and Open Meeting Law section 20 (b), as this is a vague agenda item where a reasonable member of the Public will not understand what is happening.

What action do you want the public body to take in response to your complaint?

Note: This text field has a maximum of 500 characters.

Future compliance with Open Meeting Law

Review, sign, and submit your complaint**I. Disclosure of Your Complaint.**

Public Record. Under most circumstances, your complaint, and any documents submitted with your complaint, is considered a public record and will be available to any member of the public upon request.

Publication to Website. As part of the Open Data Initiative, the AGO will publish to its website certain information regarding your complaint, including your name and the name of the public body. The AGO will not publish your contact information.

II. Consulting With a Private Attorney.

The AGO cannot give you legal advice and is not able to be your private attorney, but represents the public interest. If you have any questions concerning your individual legal rights or responsibilities you should contact a private attorney.

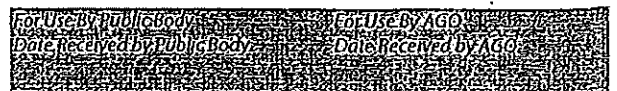
III. Submit Your Complaint to the Public Body.

The complaint must be filed first with the public body. If you have any questions, please contact the Division of Open Government by calling (617) 963-2540 or by email to openmeeting@state.ma.us.

By signing below, I acknowledge that I have read and understood the provisions above and certify that the information I have provided is true and correct to the best of my knowledge.

Signed: Calvin Sio

Date: July 21st, 2025



22



**OFFICE OF THE
CORPORATION COUNSEL**
CITY OF FALL RIVER

RECEIVED

2025 AUG 14 A 8:06

CITY CLERK
FALL RIVER, MA

August 13, 2025

Collin Dias
560 Ray St.
Fall River, MA 02720

VIA: Email: Collind00@aol.com

RE: Open Meeting Law Complaint against Fall River City Council
Committee on Real Estate
Date of Alleged Violation: July 10, 2025 (Discovered July 15, 2025)

Dear Mr. Dias:

This correspondence is sent pursuant to G.L. c. 30A, § 23 and 940 CMR 29.00 et seq., in response to your Open Meeting Law Complaint against the Fall River City Council Committee on Real Estate which the City of Fall River received on July 22, 2025. On July 29, 2025, the Division of Open Government allowed the City's request for an extension of time to respond until August 13, 2025.

Your complaint alleges the following:

The Fall River City Council Committee on Real Estate consists of Three Members, two constituting a quorum.

On July 15, 2025, the Fall River City Council Held a meeting. It was discovered at this meeting that the following violations of the Open Meeting Law took place by the Fall River City Council Committee on Real Estate:

Violation 1: The Fall River City Council Committee on Real Estate took action outside of a posted meeting. Chairperson Brad Kilby appointed Linda Pereira outside of a Posted Meeting to serve on a Proposal Review Team to review the sale of a property at 138 Hartwell Street, Fall River.

Violation 2: The Fall River City Council Committee on Real Estate held an unposted, not public meeting on or about July 10th, 2025, to review the sale of 138 Hartwell street.

As remedy, you have requested "nullification of all actions taken at all unposted meetings referenced in this complaint."

City's Response to Alleged Violation 1

Alleged Violation No. 1 pertains to the Fall River City Council Committee on Real Estate Chairman's selection of one of the Real Estate Committee members to serve on a Proposal Review Team, a non-public body for the purpose of reviewing development proposals and advising the Mayor pertaining to the City's sale of 138 Hartwell Street per RFP¹ #25-11.

As outlined in RFP #25-11, the Chairperson of the Committee on Real Estate was charged with selecting a Real Estate Committee member to serve on The Proposal Review Team. RFP #25-11 states that *The Proposal Review Team shall consist of the Mayor's Chief of Staff, the City Engineer, the Executive Director of the Fall River Community Development Agency, the Chairperson of the City of Fall River Historical Commission, the Chairperson of the City Council Real Estate Committee, and (1) additional member of the City Council Real Estate Committee as selected by the Chairperson of said committee.*

The City Council Committee on Real Estate is comprised of three members - Councilors Shawn Cadime, Bradford Kilby, and Linda Pereira. Councilor Kilby is the Chairperson of the Real Estate Committee. At the Real Estate Committee's July 8, 2025, meeting, the committee discussed RFP #25-11 and the development proposal for said RFP and voted to refer the development proposal to the Proposal Review Team. The meeting can be viewed at <https://youtu.be/KdDxEZmx18?si=EjB9YrLWdnuCTRse> See also the Draft Minutes for the meeting, attached hereto.

Just prior to adjournment of the July 8, 2025, meeting of the Committee on Real Estate, Councilor Kilby, announced that he would speak to the Committee members as to who was willing to serve on the Proposal Review Team with him. Following the meeting, Councilor Kilby asked Councilor Cadime if he would serve on the Proposal Review Team, but he declined. Thereafter, Councilor Kilby selected Councilor Pereira for the position to which she agreed. Neither of these separate communications however, amounted to a "deliberation" in violation of the Open Meeting Law.

Except when convened in executive session, "all meetings of a public body shall be open to the public." G.L. c. 30A, § 20(a). A "meeting" is defined, in relevant part, as "a deliberation by a public body with respect to any matter within the body's jurisdiction." G.L. c. 30A, § 18. "Deliberation" is defined as "an oral or written communication...between or among a quorum of a public body on any public business within its jurisdiction; provided, however, that "deliberation" shall not include the distribution of a meeting agenda, scheduling information or distribution of other procedural meeting or the distribution of reports or documents that may be discussed at a meeting, provided that no opinion of a member is expressed." G.L. c. 30A, § 18. A topic falls outside the scope of a body's jurisdiction where it does not involve the public body's exercise of governmental business, policy, or administration; or where collective action by the body, such as taking a vote, is not anticipated on the topic. See OML 2018-1.

¹ Request for proposals

Selection of one of the Real Estate Committee members to serve on the Proposal Review Team was done at the direction of a request for proposals and did not involve any exercise of the Real Estate Committee's official business. The Chair's selection of one of the Committee members to serve with him on the Proposal Review Team therefore falls outside the scope of the Real Estate Committee's jurisdiction and did not constitute deliberation under the Open Meeting Law.

Even if the brief communications between Chairman Kilby and the two Committee members regarding their interest in joining the Proposal Review Team are deemed a deliberation within the meaning of the Open Meeting Law, the limited subject matter of said communications has had minimal impact on the public's right to transparency, and therefore the requested relief — a nullification of the Proposal Review Team's assembly and activity — is unwarranted.

City's Response to Alleged Violation 2

Alleged Violation No. 2 concerns the Proposal Review Team's meeting on or about July 10, 2025, to review development proposals under RFP #25-11. The Review Team's membership was fixed by the RFP and included two members of the Real Estate Committee (Chair Kilby and Councilor Pereira) along with other City officials. The complainant asserts that because two of three Real Estate Committee members were present, the Review Team meeting was an unposted "meeting" of the Real Estate Committee.

While two members constitute a quorum of the Real Estate Committee for OML purposes, the Open Meeting Law applies only when the quorum "deliberates" on public business within that body's jurisdiction. As with the selection of a Committee member to serve on the Proposal Review Team, the discussions that took place among the members of the Proposal Review Team fell outside the jurisdiction of the Real Estate Committee and thus did not qualify as deliberations of the public body. In their capacity as Review Team members, Councilors Kilby and Pereira were not acting as, or on behalf of, the Real Estate Committee. The Review Team's function under the RFP was to advise the Mayor, not to exercise the Committee's legislative or policy authority. The Committee neither convened nor took action at this meeting; no item was before the Real Estate Committee for vote, and no collective action by that Committee was contemplated.

Accordingly, the July 10, 2025 Review Team meeting was not a "meeting" of the Real Estate Committee under the Open Meeting Law, and no violation occurred.

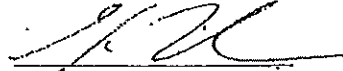
Conclusion

The City has acted in good faith at all times in connection with the matters described in this complaint. The City remains committed to transparency, open government, and full compliance with the Open Meeting Law. Given the absence of any deliberation by a quorum on matters within the Real Estate Committee's jurisdiction, and the minimal, if any, impact on the public's right to observe the Committee's substantive work, the extraordinary remedy of nullification is neither warranted nor appropriate. No further remedial action is necessary.

Please note that you have the right to appeal to the Massachusetts Attorney General – Division of Open Government.

22

Respectfully,



Gary P. Howayec
Assistant Corporation Counsel

Enc.

Cc: Mira Netsy, MA Office Attorney General-Division of Open Government
via email: Mira.Netsky@mass.gov
Fall River City Council



OPEN MEETING LAW COMPLAINT FORM

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

22

RECEIVED

2025 JUL 22 A 8:09

Please note that all fields are required unless otherwise noted.

CITY CLERK
FALL RIVER, MA

Your Contact Information:

First Name: Collin Last Name: Dias

Address: 560 Ray Street

City: Fall River State: MA Zip Code: 02720

Phone Number: 7747076790 Ext. _____

Email: Collind00@aol.com

Organization or Media Affiliation (if any): _____

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

(For statistical purposes only)

☒ Individual ☐ Organization ☐ Media

Public Body that is the subject of this complaint:

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

Name of Public Body (including city/town, county or region, if applicable): Fall River City Council Committee on Real Estate

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

Date of alleged violation: Discovered July 15th, 2025

CITY OF FALL RIVER
IN CITY COUNCIL

AUG 12 2025

*Referred to
Corporation Council*

Description of alleged violation:

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

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

The Fall River City Council Committee on Real Estate consists of Three Members, two constituting a quorum.

On July 15th, 2025, The Fall River City Council held a meeting. It was discovered at this meeting that the following Violations of the Open Meeting Law took place by the Fall River City Council Committee on Real Estate:

Violation 1: The Fall River City Council Committee on Real Estate took action outside of a posted meeting. Chairperson Brad Kilby appointed Linda Pereira outside of a Posted Meeting to serve on a Proposal Review Team to review the sale of a property at 138 Hartwell Street, Fall River, Massachusetts.

Violation 2: The Fall River City Council Committee on Real Estate held an unposted, not public meeting on or around July 10th, 2025 to review the sale of 138 Hartwell street.

What action do you want the public body to take in response to your complaint?

Note: This text field has a maximum of 500 characters.

Nullification of all action taken at all unposted meetings referenced in this complaint and action be taken in a public meeting.

Review, sign, and submit your complaint**I. Disclosure of Your Complaint.**

Public Record. Under most circumstances, your complaint, and any documents submitted with your complaint, is considered a public record and will be available to any member of the public upon request.

Publication to Website. As part of the Open Data Initiative, the AGO will publish to its website certain information regarding your complaint, including your name and the name of the public body. The AGO will not publish your contact information.

II. Consulting With a Private Attorney.

The AGO cannot give you legal advice and is not able to be your private attorney, but represents the public interest. If you have any questions concerning your individual legal rights or responsibilities you should contact a private attorney.

III. Submit Your Complaint to the Public Body.

The complaint must be filed first with the public body. If you have any questions, please contact the Division of Open Government by calling (617) 963-2540 or by email to openmeeting@state.ma.us.

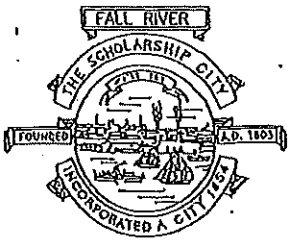
By signing below, I acknowledge that I have read and understood the provisions above and certify that the information I have provided is true and correct to the best of my knowledge.

Signed: _____

Date: 7/21/2025



22 4



City of Fall River
Massachusetts
Office of the Mayor

RECEIVED

2025 JUL 10 PM 3:57

CITY CLERK
FALL RIVER, MA

PAUL E. COOGAN
Mayor

July 10, 2025

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

Dear Council President and Members of the Honorable Council,

I have received the Report of the Proposal Review Team for the responses to RFP 25-11 – The Sale of the Site of Former Silvia School & Silvia Annex. A copy is attached to this correspondence. Only one response was received. It was submitted by Thomas Alva Edison, LLC. The Proposal Review Team has indicated that the submitted proposal was deemed “Advantageous”. In light of that, please accept this correspondence as a request that the Council issue an Order authorizing the mayor to execute a Purchase and Sale Agreement for the sale of the former Silva School and Annex to Thomas Alva Edison Building, LLC for \$205,000.00 in a form approved by the Corporation Counsel. Additionally, I would request that the order states that upon satisfaction of any contingencies set forth in said Purchase & Sales Agreement, that the mayor is hereby authorized to execute a Quitclaim Deed of said parcel to Thomas Alva Edison Building LLC, and all closing documentation necessary to effectuate said conveyance.

A proposed Order is also attached for your consideration. If additional information is needed, please reach out to my office. Thank you.

Sincerely,

Paul E. Coogan
Mayor

PC/amos

City of Fall River, *In City Council*

22 4

ORDERED, that the Mayor is hereby authorized to execute a Purchase & Sales Agreement, in a form acceptable to the Corporation Counsel, for the sale of the site of former Silvia School and Silvia Annex, 138 Hartwell Street, Fall River, MA, shown as Fall River Assessors' Parcel # N21-0001, to Thomas Alva Edison Building, LLC for the sum of Two Hundred Five Thousand and 00/100 (\$205,000.00) Dollars, and further, upon satisfaction of any contingencies set forth in said Purchase & Sales Agreement, that the Mayor is hereby authorized to execute a Quitclaim Deed of said parcel to Thomas Alva Edison Building, LLC, and all closing documentation necessary to effectuate said conveyance.

22 4



City of Fall River
Massachusetts
Office of the Mayor

PAUL E. COOGAN
Mayor

July 10, 2025

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

Mayor Coogan,

I am submitting the attached Proposal Review & Recommendation regarding the Request for Proposal for the Sale of the Former Silvia School and Annex located on Hartwell Street. Following the review of the Comparative Evaluation Criteria completed by the Proposal Review Team it is determined that the sole bidder, Thomas Alva Edison Building, LLC's proposal is the most advantageous proposal from a responsive and responsible bidder, consideration has been given to the bid price along with all other evaluation criteria set forth in the RFP.

If additional information is needed, please reach out to me. Thank you.

Sincerely,

Ann O'Neill-Souza
Chief of Staff

PC/amos

22 4



CITY OF FALL RIVER

REQUEST FOR PROPOSALS

SALE OF FORMER SILVIA SCHOOL & SILVIA ANNEX

RFP# 25-11



THOMAS ALVA EDISON BUILDING, LLC
PROPOSAL REVIEW & RECOMMENDATION

22 4

The City has previously issued RFP# 25-11 seeking proposals for the sale of the 138 Hartwell Street, the site of the former Siliva School and Silvia Annex. One proposal was received in response to the RFP. The sole response was from Thomas Alva Edison Building, LLC. The Proposal contained a Price Proposal and a Non-Price Proposal which contained the details of the proposed redevelopment. The Price Proposal was for \$205,000.00. The Proposal satisfied all submission requirements, and I received confirmation of a Completeness Review from the Interim Purchasing Agent on Monday, July 7, 2025 finding that all the minimum requirements had been met and the Proposal could be evaluated by the Proposal Review Team. The proposal was then referred to the Proposal Review Team. Section 10 of the RFP# 25-11, as amended, provides:

10.0 SELECTION CRITERIA AND PROCESS

10.1 The Proposal Review Team - The Proposal Review Team shall consist of the Mayor's Chief of Staff, the City Engineer, the Executive Director of the Fall River Community Development Agency, the Chairperson of the City of Fall River Historical Commission, the Chairperson of the City Council Real Estate Committee, and one (1) additional member of the City Council Real Estate Committee as selected by the Chairperson of said committee.

10.2 Comparative Evaluation Criteria - The following Comparative Evaluation Criteria shall be used:

1. Experience with Redevelopment of urban sites;
2. Financial capacity to complete project;
3. Project budget;
4. Likelihood of completing the project on schedule and in a timely manner;
5. Implementation Strategy;
6. Job Creation commitment;
7. Benefits to adjacent development and neighborhood.

10.3 Comparative Evaluation Matrix - The Comparative Evaluation Matrix attached as Exhibit "A" shall be used for comparative evaluation of all proposals submitted.

10.4 Selection of Most Advantageous Proposal - Following the review of the Comparative Evaluation Criteria by the Proposal Review Team, the Mayor's Chief of Staff, shall prepare a report identifying the most advantageous Proposal from a responsive and responsible bidder, taking into consideration price and all other evaluation criteria set forth in this RFP, and will deliver the report to the Mayor and City Council for review and award. The selected bidder may not necessarily be the highest Price Proposal. The Property has a present assessed

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value of \$265,800.00. The Mayor's Chief of Staff reserves the right to recommend acceptance of a bid price below said assessed value in accordance with the provisions of M.G.L. c. 30B, § 16(g) and in accordance with the terms and conditions of this RFP. The City will award the bid within sixty (30) days of the submission deadline.

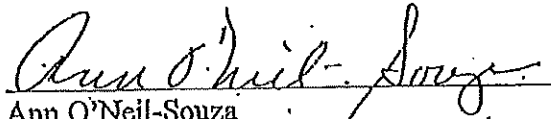
The Proposal Review Team has reviewed the proposal submitted by Thomas Alva Edison Building, LLC.

The Table attached sets forth each Reviewer's Score of the Proposal for each Criteria along with each Reviewer's Average Score and the Composite Score for the Proposal:

Based on the foregoing, the Proposal of Thomas Alva Edison Building, LLC achieved a score of 14.17 which is deemed "Advantageous".

In light of the foregoing, I would recommend that the Proposal be forwarded to the City Council along with a request that the Council issue an Order authorizing the Mayor to execute a Purchase and Sale Agreement for the sale of the former site of the Silvia School and Annex to Thomas Alva Edison Building, LLC for \$205,000.00 in a form approved by the Corporation Counsel.

Respectfully Submitted,



Ann O'Neil-Souza
Chief of Staff

Dated: July 10, 2025

City of Fall River
RFP 25-11 Former Silvia School
Review Team Scores - Thomas Alva Edison Building, LLC Proposal
July 10, 2025

Criteria Description	Reviewer						Avg. Score
	A	B	C	D	E	F	
Experience with redevelopment of urban sites	3.00	3.00	3.00	3.00	3.00	3.00	3.00
Financial capacity to complete project	0.00	0.00	0.00	0.00	2.00	2.00	0.67
Project Budget	0.00	0.00	0.00	3.00	2.00	3.00	1.33
Likelihood of completing the project on schedule and in a timely manner	3.00	2.00	2.00	2.00	2.00	3.00	2.33
Implementation Strategy	3.00	3.00	3.00	3.00	3.00	3.00	3.00
Job creation commitment	0.00	2.00	0.00	0.00	2.00	3.00	1.17
Benefits to the adjacent development and neighborhood	3.00	3.00	2.00	2.00	3.00	3.00	2.67

Composite Score

14.17

Composite Score Key
>21 Total Points - Highly Advantageous
14 - 20.99 Total Points - Advantageous
7 - 13.99 - Not Advantageous
0 - 6.99 - Unacceptable

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Annex - Silva

RFP #25-11 Sale of the site of the Former Silva School & Silva Annex

EXHIBIT "A"

COMPARATIVE EVALUATION MATRIX

		HIGHLY ADVANTAGEOUS	ADVANTAGEOUS	NOT ADVANTAGEOUS	UNACCEPTABLE
1	Experience with redevelopment of urban sites	Includes three or more examples of projects involving the redevelopment of urban sites, completed by the development team.	Includes at least one example of a project involving the redevelopment of an urban site, completed by the development team.	Does not include any examples of projects involving the redevelopment of urban sites, completed by the development team.	Does not include any examples of previous projects.
2.	Financial capacity to complete project	Two years' financial statements along with pre-qualification commitments and letters of reference from lenders and potential equity investors clearly illustrate the proposer's capacity to complete all phases of the project.	A statement by a Certified Public Accountant that it has reviewed the finances of the bidder and that the bidder has the financial capacity to complete all phases of the project.	Letters of interest from lenders and potential equity investors suggest the proposer's potential capacity to complete all phases of the project.	The information provided is insufficient to make a determination.
3.	Project budget	A project budget that identifies estimated costs and sources of funding for major components of the project along with a pro forma profit loss statement for the development proposal.	A project budget that identifies estimated costs and sources of funding for major components of the project.	A project budget that identifies estimated costs for major components of the project.	The information provided is insufficient to make a determination.

RFP #25-11 Sale of the site of the Former Silva School & Silva Annex

EXHIBIT "A"

COMPARATIVE EVALUATION MATRIX (CONTINUED)

4.	Likelihood of completing the project on schedule and in a timely manner	Proposal illustrates the development team's ability to complete the project within 2 years of executing a purchase and sale agreement and incorporates a commitment to do the same	Proposal illustrates the development team's ability to complete the project within 3-6 years of executing a purchase and sale agreement and incorporates a commitment to do the same	The proposal does not illustrate the development team's ability to complete the project within 6-10 years of executing the purchase and sale agreement and does not include a commitment to do the same.	The information provided is insufficient to make a determination.
5.	Implementation strategy	Proposer will complete all phases of the development process, including construction and leasing/sales	The proposer will sell entitled development sites within the project to site developers and provides examples in which it has completed projects using this approach.	Proposer proposes to sell entitled development sites within the project to site developers but does not provide examples in which it has completed projects using this approach.	Proposal does not describe the proposed implementation strategy
6.	Job creation commitment	Proposer commits to the creation of a maximum number of permanent full-time jobs as part of the first phase of the development plan.	Proposer commits to the creation of a maximum number of permanent full-time jobs as part of subsequent phases of the development plan	Proposer commits to the creation of less than the maximum number of permanent full-time jobs as part of subsequent phases of the development plan.	Proposer does not commit to the creation of permanent full-time jobs as part of the development plan
7.	Benefits to adjacent development and neighborhood	Proposal has a master plan type connection to a development plan for the adjacent area development that is fully compatible with neighborhood	The proposal generally describes a connection to a development plan for the area that is fully compatible with neighborhood	Proposed use is marginally compatible with neighborhood	The proposal does not describe the proposed use in context with neighborhood.

Take down 22 4

RFP #25-11 Sale of the site of the Former Silvia School & Silva Annex

EXHIBIT "A"

COMPARATIVE EVALUATION MATRIX

		HIGHLY ADVANTAGEOUS	ADVANTAGEOUS	NOT ADVANTAGEOUS	UNACCEPTABLE
I	Experience with redevelopment of urban sites	Includes three or more examples of projects involving the redevelopment of urban sites, completed by the development team.	Includes at least one example of a project involving the redevelopment of an urban site, completed by the development team.	Does not include any examples of projects involving the redevelopment of urban sites, completed by the development team.	Does not include any examples of previous projects.
		HIGHLY ADVANTAGEOUS			
		DEVELOPER LISTED 7 EXAMPLES IN THE PROPOSAL			
2.	Financial capacity to complete project	Two years' financial statements along with pre-qualification commitments and letters of reference from lenders and potential equity investors clearly illustrate the proposer's capacity to complete all phases of the project.	A statement by a Certified Public Accountant that it has reviewed the finances of the bidder and that the bidder has the financial capacity to complete all phases of the project	Letters of interest from lenders and potential equity investors suggest the proposer's potential capacity to complete all phases of the project.	The information provided is insufficient to make a determination. UNACCEPTABLE DEVELOPER WILL OBTAIN A MORTGAGE FROM BRISTOL COUNTY SAVINGS BANK.
3.	Project budget	A project budget that identifies estimated costs and sources of funding for major components of the project along with a pro forma profit loss statement for the development proposal.	A project budget that identifies estimated costs and sources of funding for major components of the project.	A project budget that identifies estimated costs for major components of the project.	The information provided is insufficient to make a determination. UNACCEPTABLE NO PROJECT BUDGET WAS INCLUDED IN PROPOSAL

RFP #25-11 Sale of the site of the Former Silvia School & Silva Annex

EXHIBIT "A"

COMPARATIVE EVALUATION MATRIX (CONTINUED)

4.	Likelihood of completing the project on schedule and in a timely manner	Proposal illustrates the development team's ability to complete the project within 2 years of executing a purchase and sale agreement and incorporates a commitment to do the same	Proposal illustrates the development team's ability to complete the project within 3-5 years of. Executing a purchase and sale agreement and incorporates a commitment to do the same	The proposal does not illustrate the development team's ability to complete the project within 6-10 years of executing the purchase and sale agreement and does not include a commitment to do the same.	The information provided is insufficient to make a determination.
			ADVANTAGEOUS		
			DEVELOPER HAS COMPLETED 8 PROJECTS AND HAS A GOOD TRACK RECORD. DEVELOPER DID SAY CONSTRUCTION WOULD BEGIN WITHIN ONE YEAR		
5.	Implementation strategy	Proposer will complete all phases of the development process, including construction and leasing/sales	The proposer will sell entitled development sites within the project to site developers and provides examples in which it has completed projects using this approach.	Proposer proposes to sell entitled using this approach.	Proposal does not describe the proposed implementation strategy.
		HIGHLY ADVANTAGEOUS			
		PROPERTY MGR ATTENDED REALESTATE MEETING. DEVELOPER HAS NEVER SOLD ONE OF HIS PROPERTIES			
6.	Job creation commitment	Proposer commits to the creation of a maximum number of permanent full-time jobs as part of the first phase of the development plan.	Proposer commits to the creation of a maximum number of permanent full-time jobs as part of subsequent phases of the development plan	Proposer commits to the creation of less than the maximum number of permanent full-time jobs as part of subsequent phases of the development plan.	Proposer does not commit to the creation of permanent full-time jobs as part of the development plan
			ADVANTAGEOUS		
			DEVELOPER WILL CREATE FULL-TIME JOBS THROUGH THE		

RFP #25-11 Sale of the site of the Former Silvia School & Silva Annex

EXHIBIT "A"

			CONTRACTOR		
7.	Benefits to adjacent development and neighborhood	Proposal has a master plan type connection to a development plan for the adjacent area development that is fully compatible with neighborhood HIGHLY ADVANTAGEOUS PROPERTY IS FULLY COMPATIBLE WITH NEIGHBORHOOD	The proposal generally describes a connection to a development plan for the area that is fully compatible with neighborhood	Proposed use is marginally compatible with neighborhood	The proposal does not describe the proposed use in context with neighborhood.

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Paul A. LUKER
CITY ENGINEER

7/10/25

RFP #25-11 Sale of the site of the Former Silvia School & Silva Annex

EXHIBIT "A".

COMPARATIVE EVALUATION MATRIX

		HIGHLY ADVANTAGEOUS	ADVANTAGEOUS	NOT ADVANTAGEOUS	UNACCEPTABLE
1	Experience with redevelopment of urban sites	Includes three or more examples of projects involving the redevelopment of urban sites, completed by the development team.	Includes at least one example of a project involving the redevelopment of an urban site, completed by the development team.	Does not include any examples of projects involving the redevelopment of urban sites, completed by the development team.	Does not include any examples of previous projects.
2.	Financial capacity to complete project	Two years' financial statements along with pre-qualification commitments and letters of reference from lenders and potential equity investors clearly illustrate the proposer's capacity to complete all phases of the project.	A statement by a Certified Public Accountant that it has reviewed the finances of the bidder and that the bidder has the financial capacity to complete all phases of the project.	Letters of Interest from lenders and potential equity investors suggest the proposer's potential capacity to complete all phases of the project.	The information provided is insufficient to make a determination.
3.	Project budget	A project budget that identifies estimated costs and sources of funding for major components of the project along with a pro forma profit loss statement for the development proposal.	A project budget that identifies estimated costs and sources of funding for major components of the project.	A project budget that identifies estimated costs for major components of the project.	The information provided is insufficient to make a determination.

RFP #25-11 Sale of the site of the Former Silvia School & Silva Annex

EXHIBIT "A"

COMPARATIVE EVALUATION MATRIX (CONTINUED)

4.	Likelihood of completing the project on schedule and in a timely manner	Proposal illustrates the development team's ability to complete the project within 2 years of executing a purchase and sale agreement and incorporates a commitment to do the same.	Proposal illustrates the development team's ability to complete the project within 3-5 years of executing a purchase and sale agreement and incorporates a commitment to do the same.	The proposal does not illustrate the development team's ability to complete the project within 6-10 years of executing the purchase and sale agreement and does not include a commitment to do the same.	The information provided is insufficient to make a determination.
5.	Implementation strategy	Proposer will complete all phases of the development process, including construction and leasing/sales.	The proposer will sell entitled development sites within the project to site developers and provides examples in which it has completed projects using this approach.	Proposer proposes to sell entitled development sites within the project to site developers but does not provide examples in which it has completed projects using this approach.	Proposer does not describe the proposed implementation strategy.
6.	Job creation commitment	Proposer commits to the creation of a maximum number of permanent full-time jobs as part of the first phase of the development plan.	Proposer commits to the creation of a maximum number of permanent full-time jobs as part of subsequent phases of the development plan.	Proposer commits to the creation of less than the maximum number of permanent full-time jobs as part of subsequent phases of the development plan.	Proposer does not commit to the creation of permanent full-time jobs as part of the development plan.
7.	Barriers to adjacent development and neighborhood	Proposal has a master plan type connection to a development plan for the adjacent area development that is fully compatible with neighborhood.	The proposal generally describes a connection to a development plan for the area that is fully compatible with neighborhood.	Proposed use is marginally compatible with neighborhood.	The proposal does not describe the proposed use in context with neighborhood.

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Jason Bouchard Thwacki 4

RFP #25-11 Sale of the site of the Former Silva School & Silva Annex

EXHIBIT "A"

COMPARATIVE EVALUATION MATRIX

		HIGHLY ADVANTAGEOUS	ADVANTAGEOUS	NOT ADVANTAGEOUS	UNACCEPTABLE
1	Experience with redevelopment of urban sites	Includes three or more examples of projects involving the redevelopment of urban sites, completed by the development team.	Includes at least one example of a project involving the redevelopment of an urban site, completed by the development team.	Does not include any examples of projects involving the redevelopment of urban sites, completed by the development team.	Does not include any examples of previous projects.
2	Financial capacity to complete project	Two years' financial statements along with pre-qualification commitments and letters of reference from lenders and potential equity investors clearly illustrate the proposer's capacity to complete all phases of the project.	A statement by a Certified Public Accountant that it has reviewed the finances of the bidder and that the bidder has the financial capacity to complete all phases of the project.	Letters of interest from lenders and potential equity investors suggest the proposer's potential capacity to complete all phases of the project.	The information provided is insufficient to make a determination.
3	Project budget	A project budget that identifies estimated costs and sources of funding for major components of the project along with a pro forma profit loss statement for the development proposal.	A project budget that identifies estimated costs and sources of funding for major components of the project.	A project budget that identifies estimated costs for major components of the project.	The information provided is insufficient to make a determination.

RFP #25-11 Sale of the site of the Former Silva School & Silva Annex

EXHIBIT "A"

COMPARATIVE EVALUATION MATRIX (CONTINUED)

4.	Likelihood of completing the project on schedule and in a timely manner	Proposal illustrates the development team's ability to complete the project within 2 years of executing a purchase and sale agreement and incorporates a commitment to do the same	Proposal illustrates the development team's ability to complete the project within 3-5 years of executing a purchase and sale agreement and incorporates a commitment to do the same	The proposal does not illustrate the development team's ability to complete the project within 6-10 years of executing the purchase and sale agreement and does not include a commitment to do the same.	The information provided is insufficient to make a determination.
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7.	Benefits to adjacent development and neighborhood	Proposal has a master plan type connection to a development plan for the adjacent area development that is fully compatible with neighborhood	The proposal generally describes a connection to a development plan for the area that is fully compatible with neighborhood	Proposed use is marginally compatible with neighborhood	The proposal does not describe the proposed use in context with neighborhood.

RFP #25-11 Sale of the site of the Former Silvia School & Silva Annex

EXHIBIT "A"

COMPARATIVE EVALUATION MATRIX

		HIGHLY ADVANTAGEOUS	ADVANTAGEOUS	NOT ADVANTAGEOUS	UNACCEPTABLE
1	Experience with redevelopment of urban sites <i>Highly Advantageous</i>	Includes three or more examples of projects involving the redevelopment of urban sites, completed by the development team.	Includes at least one example of a project involving the redevelopment of an urban site, completed by the development team.	Does not include any examples of projects involving the redevelopment of urban sites, completed by the development team.	Does not include any examples of previous projects.
2.	Financial capacity to complete project <i>Advant.</i>	Two years' financial statements along with pre-qualification commitments and letters of reference from lenders and potential equity investors clearly illustrate the proposer's capacity to complete all phases of the project.	A statement by a Certified Public Accountant that it has reviewed the finances of the bidder and that the bidder has the financial capacity to complete all phases of the project	Letters of interest from lenders and potential equity investors suggest the proposer's potential capacity to complete all phases of the project.	The information provided is insufficient to make a determination.
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RFP #25-11 Sale of the site of the Former Silvia School & Silva Annex

EXHIBIT "A"

COMPARATIVE EVALUATION MATRIX (CONTINUED)

4.	Likelihood of completing the project on schedule and in a timely manner <i>Advant.</i>	Proposal illustrates the development team's ability to complete the project within 2 years of executing a purchase and sale agreement and incorporates a commitment to do the same	Proposal illustrates the development team's ability to complete the project within 3-5 years of executing a purchase and sale agreement and incorporates a commitment to do the same	The proposal does not illustrate the development team's ability to complete the project within 6-10 years of executing the purchase and sale agreement and does not include a commitment to do the same.	The information provided is insufficient to make a determination.
5.	Implementation strategy <i>Highly Advant.</i>	Proposer will complete all phases of the development process, including construction and leasing/sales	The proposer will self-entitled development sites within the project to site developers and provides examples in which it has completed projects using this approach.	Proposer proposes to self-entitled development sites within the project to site developers but does not provide examples in which it has completed projects using this approach.	Proposal does not describe the proposed implementation strategy
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7.	Benefits to adjacent development and neighborhood <i>Highly Advant.</i>	Proposal has a master plan type connection to a development plan for the adjacent area development that is fully compatible with neighborhood	The proposal generally describes a connection to a development plan for the area that is fully compatible with neighborhood	Proposed use is marginally compatible with neighborhood	The proposal does not describe the proposed use in context with neighborhood.

B. J. Kilby
 Bradford L. Kilby, esq.

RFP #25-11 Sale of the site of the Former Silvia School & Silva Annex:EXHIBIT "A"COMPARATIVE EVALUATION MATRIX

		HIGHLY ADVANTAGEOUS	ADVANTAGEOUS	NOT ADVANTAGEOUS	UNACCEPTABLE
1.	Experiences with redevelopment of urban sites	Includes three or more examples of projects involving the redevelopment of urban sites, completed by the development team. ✓	Includes at least one example of a project involving the redevelopment of an urban site, completed by the development team.	Does not include any examples of projects involving the redevelopment of urban sites, completed by the development team.	Does not include any examples of previous projects.
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RFP #25-11 Sale of the site of the Former Silva School & Silva Annex

EXHIBIT "A"

COMPARATIVE EVALUATION MATRIX (CONTINUED)

4.	Likelihood of completing the project on schedule and in a timely manner	Proposal illustrates the developer's team's ability to complete the project within 2 years of executing a purchase and sale agreement and incorporates a commitment to do the same. ✓	Proposal illustrates the developer's team's ability to complete the project within 3-5 years of executing a purchase and sale agreement and incorporates a commitment to do the same.	The proposal does not illustrate the developer's team's ability to complete the project within 6-10 years of executing the purchase and sale agreement and does not include a commitment to do the same.	The information provided is insufficient to make a determination.
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CITY COUNCIL PUBLIC HEARING

MEETING: August 12, 2025 at 5:55 p.m.
Council Chamber, One Government Center

PRESENT: President Joseph D. Camara, presiding;
Councilors Shawn E. Cadime, Michelle M. Dionne, Paul B. Hart,
Bradford L. Kilby, Linda M. Pereira, Andrew J. Raposo
and Ricky T. Tith

ABSENT: Councilor Cliff Ponte

IN ATTENDANCE: None

The President called the meeting to order at 6:02 p.m. and announced that the meeting may be recorded with audio or video and transmitted through any medium and that the purpose of the hearing was to hear all persons interested and wishing to be heard on the following:

On a motion made by Councilor Raposo and seconded by Councilor Kilby, it was unanimously voted to open the hearing, with Councilor Ponte absent and not voting.

Curb Removal

1. Armindo and Casandra Lima, 363 Miller Street, for the removal of curbing as follows:

	Existing Opening	Curbing to be Removed	Curbing to be Added	Combined Opening Proposed After Alteration
363 Miller Street	18' 6"	9'	0'	27' 6"

The existing parcel is served by an 18-foot, 6-inch, curb opening. The applicant proposes to expand that opening by an additional 9 feet. The total opening for the location will be 27 feet, 6 inches.

The President asked if any proponents were present and no one came forward. The President then asked if any opponents were present, and no one came forward.

On a motion made by Councilor Raposo and seconded by Vice President Pereira, it was unanimously voted to close the hearing at 6:04 p.m., with Councilor Ponte absent and not voting.

List of documents and other exhibits used during the meeting:
Agenda (attached)

A true copy. Attest:

Alison M. Bouchard

City Clerk

COMMITTEE ON FINANCE

MEETING: August 12, 2025, at 6:00 p.m.
Council Chamber, One Government Center

PRESENT: President Joseph D. Camara, presiding;
Councilors Shawn E. Cadime, Michelle M. Dionne, Paul B. Hart,
Bradford L. Kilby, Linda M. Pereira, Andrew J. Raposo
and Ricky T. Tith

ABSENT: Councilor Cliff Ponte

IN ATTENDANCE: Michael P. Dion, Interim City Administrator/Executive Director,
Community Development Agency
Emily Arpke, Finance Analysis and Compliance Manager
Daniel N. Aguiar, City Engineer/Planner
Chief Beth Faunce, Department of Emergency Medical Services
Scott Lopes, Manager, Corneau Street LLC, 74 Corneau Street

The chair called the meeting to order at 6:04 p.m. and announced that the meeting may be recorded with audio or video and transmitted through any medium.

In accordance with a resolution adopted, as amended May 8, 2012, persons are allowed to address the Council for a period of three minutes prior to the beginning or at the conclusion of business in the Committee on Finance.

1. Citizen Input

Richard Branco, No address provided – Revenue

Kelly Buchanan, 16 Bradford Avenue – Illegal homeless encampments

On a motion made by Councilor Dionne and seconded by President Camara, it was unanimously voted to waive the rules to allow Ms. Buchanan to speak for an additional three minutes, with Councilor Ponte absent and not voting.

Ken Rego, No address provided – Abuse of powers

Carlos Cesar, 367 Frost Street – Accountability

2. Resolution – Convene with Director of Engineering and Planning and Administration to develop a comprehensive funding strategy to match or supplement the City's annual Chapter 90 allocation to increase investment in roadway improvements

Daniel N. Aguiar, City Engineer/Planner, provided information regarding ongoing street repairs and renovations that are occurring within the City of Fall River and provided a detailed description of Massachusetts General Laws (M.G.L.), Chapter 90, Section 34, which relates to Disposition of fees, funding changes from 2012 to present, which have increased from \$1,800,000 to \$2,600,000. The City Engineer/Planner explained that the Governor had proposed increasing the state funding due to the significantly higher costs of equipment, supplies and manpower to repair roads and highways. Mr. Aguiar stated that, in addition to this Chapter 90 funding, the City will also receive \$682,000 in revenue generated by the recent revisions of M.G.L. Chapter 62, Sections 4(d), which relates to Rates of tax for residents, non-residents and corporation trusts, and 5A, which relates to Taxation of income earned by non-residents; regulation; certain military personnel, commonly referred to as the "Millionaire Tax." Mr. Aguiar explained that the combined total of this state funding would be about \$3,300,000 for infrastructure repair and renovation.

The City Engineer/Planner stated that various areas of the City are currently under construction, including the intersection of Bedford Street and Robeson Street, the intersection of Bedford Street and North Main Street, and a portion of Columbia Street. The City Engineer/Planner emphasized that the overall costs of these repairs have increased over the years by roughly \$100/linear foot, which affects the overall timeline of the project. Mr. Aguiar also clarified that the Department of Engineering and Planning currently has adequate staffing to manage road repair projects if a funding increase occurs so long as that increase does not create a total of more than \$5,000,000 annually.

Councillor Raposo and Mr. Aguiar held a detailed discussion regarding the list of streets that need repair, how these streets are prioritized, and maintenance of areas where utility companies need to open and repair their underground equipment. Mr. Aguiar stated that a street study was performed in 2015, which assisted in organizing a priority list for road renovations. The City Engineer/Planner clarified that, when an emergency occurs, such as a gas line leak, the utility companies are allowed to open the street immediately to fix the problem and the City follows up with this work once the repair is completed. Mr. Aguiar also provided information regarding reimbursement funds that are available from utility companies, which assist the City in paying for the repairs without the use of municipal capital. Councillor Raposo and Mr. Aguiar confirmed that if there are concerns regarding a street in Fall River, residents should reach out to Mr. Aguiar's department to report the problem.

Councillor Cadime requested information regarding funding that could be used to supplement the department's budget for street repairs, in addition to the Chapter 90 and "Millionaires' Tax" capital. Michael P. Dion, Interim City Administrator/Executive Director of the Community Development Agency (CDA), stated that the Administration would explore different financial options, such the use of bond funding or Free Cash allocations. Mr. Dion also explained that the financial team was working on a Capital Plan, which would include projected budgetary plans for street repairs. Councillor Cadime requested an updated list of capital items related to street management, and the City Engineer/Planner stated that he will provide that list as soon as possible.

Vice President Pereira and Mr. Aguiar held a detailed discussion regarding emergency road repairs and the various steps that are taken to finish a street renovation. The City Engineer/Planner stated that work was recently done near the former police station to remove water and sewer lines prior to the structure being demolished, and that the renovation of the nearby intersection will be completed in 2026. Vice President Pereira stated that, while road repair is essential, the City must work to reduce speeding on newly paved roads.

Councilor Dionne stated that many constituents have questioned the repair status of Columbia Street and clarified that the Columbia Street renovation project is ongoing with a cost of about \$2,000,000. Councilor Dionne also inquired about plans to adjust the Globe Mills Avenue and Bay Street intersection, and Mr. Aguiar stated that changes for this intersection are forthcoming.

Councilor Kilby asked about repairs for various intersections, including one on Robeson Street and one on Columbia Street. Mr. Aguiar stated that the City is working closely with the gas utility company to repair the Robeson Street intersection and that the Columbia Street and South Main Street intersection was recently renovated.

Councilor Hart and the City Engineer/Planner discussed various roads within the City that need safety updates, such as the Bedford Street and Robeson Street intersection, specifically the left-turn lane, and the Elsbree Street and Robeson Street intersections with President Avenue. Councilor Hart expressed concern with the entrance lanes to the rotary on President Avenue that leads to the Route 24 entrance ramps and suggested updating the lanes to provide more clarity to drivers. Mr. Aguiar stated that the Director of Traffic and Parking is working on more restrictive line painting in this area and the project should be completed prior to the winter months but emphasized that some portions of the rotary are under the control of the Massachusetts Department of Transportation due to the proximity to a state highway. Councilor Hart and Mr. Aguiar also discussed the installation of speed tables in various areas in the north end of the City, such as Riggensbach Road, which should reduce speeding but also prevent damage of large trucks coming from the Industrial Park.

Councilor Cadime, the Interim City Administrator/Executive Director of CDA, the City Engineer/Planner, and Emily Arpke, Finance Analysis and Compliance Manager, held a detailed discussion regarding how long it would take to obtain additional funding for the street repairs. Mr. Aguiar suggested planning this additional funding for Fiscal Year 2027, as this will provide adequate time for the Administration to determine the source of the capital that will be added to the road repair budget. Ms. Arpke stated that the City would need to create a financial plan and confirm that adequate funding is available for bond commitment. Mr. Dion stated that the Administration will defer to the City Engineer/Planner's suggested timeline, but that he will work to provide more information regarding this potential additional capital by November of 2025.

Councilor Kilby exited the Chamber at 7:11 p.m.

On a motion made by Councilor Dionne and seconded by Councilor Cadime, it was unanimously voted to table the resolution, with Councilors Kilby and Ponte absent and not voting.

Councilor Kilby returned to the Chamber at 7:15 p.m.

3. Fiscal Year 2025 Quarter 4 Budget Report

Councillor Dionne requested clarification on various line items within the report, including the City Administrator salary, Director of Financial Services salary, Crossing Guard salaries, Water and Sewer Enterprise revenue, and Emergency Medical Services (EMS) revenue. Emily Arpke, Finance Analysis and Compliance Manager, explained that when the former City Administrator and the former Director of Financial Services exited their roles, retirement buyouts and personal, sick, and vacation day accruals were paid, resulting in the line-item adjustments. Ms. Arpke also explained that the planned budget for the Crossing Guards salaries did not reflect the need for more staff at various schools. The Finance Analysis and Compliance Manager provided clarification that there was a planned debt payment due to the Commonwealth of Massachusetts of roughly \$1,000,000, that had not been collected during Fiscal Year 2025, which is why there is a current surplus within the Water and Sewer revenue accounts. Ms. Arpke also clarified that the increased EMS revenue line items are due to additional income from various programs offered by the City, such as hospital transport contracts.

Councillor Raposo and Ms. Arpke discussed changes related to the local receipts for tuition reimbursement amounts listed on the Cherry Sheet, as well as expenditure on Capital Projects, Insurance and Free Cash. Ms. Arpke clarified that the City has no control over the estimates provided by the Commonwealth, which is the basis for the anticipated amount within the budget provided by the Governor's proposed budget, and that the total received is based on the budget approved by the Commonwealth of Massachusetts Senate and House of Representatives. Michael P. Dion, Interim City Administrator/Executive Director, Community Development Agency (CDA), and Ms. Arpke provided a detailed summary of various Capital Projects, such as park renovations, a storage facility for the Department of Emergency Medical Services vehicles, and repairs to fire stations throughout the city. Ms. Arpke explained that the changes within the insurance line items are related to the receipt and payment of health insurance claims and adjustments, which are often delayed, but that the funds should continue to grow. Ms. Arpke also clarified that the Free Cash total will be over \$10,000,000, but that she could not provide a specific number until the end of October.

Councillor Cadime requested clarification regarding line items related to EMS Salaries and the Sewer Enterprise Fund. The Finance Analysis and Compliance Manager explained that the EMS dispatchers are compensated from various funds, and this report also reflects retirements and buyouts from these positions during Fiscal Year 2025. Ms. Arpke also stated that, due to the software used to create the report, various line items from the Sewer Enterprise Fund were organized incorrectly and reflect an incorrect financial deficit. Ms. Arpke stated that this error will be corrected within the Fiscal Year 2026 Quarter 1 Budget Report, and the deficit will be resolved.

4. Transfer and appropriation

Chief Beth Faunce, Department of Emergency Medical Services (EMS), provided documentation regarding the building facility that the City plans to rent for EMS staff dorms, administration offices and vehicle storage, and stated that they are working diligently to increase the revenue of the EMS Enterprise Fund through various hospital service contracts with local health care facilities. Chief Faunce stated that, to provide these services, additional staff and trucks are needed and the current facilities used by EMS are not large enough to accommodate the department's growing needs.

Councilor Cadime expressed concern regarding the rental of short-term property for EMS staff and equipment and suggested that the City work toward the construction of a permanent structure for the department. Councilor Cadime also stated that there is currently \$1,200,000 allocated for a new EMS facility, and that renting a property will provide no financial return to the City. Chief Faunce explained that the rental space will provide more adequate storage facilities for the ambulances and trucks, as they are currently double parked within various fire stations. Chief Faunce also emphasized that the annual rental fee, which would total \$243,000 per year, would be paid for within the first month of the lease based on the revenue generated from the hospital transportation service programs. Chief Faunce also provided a detailed description of various plans in the past for a permanent building for EMS apparatus and staff and explained that there were many financial challenges the City has faced while working to plan this construction.

Emily Arpke, Finance Analysis and Compliance Manager, explained that it would take at least two years to build a new facility for the department, and that the current space available for the EMS staff made program progress unsustainable. Ms. Arpke stated that this structure will allow the programs to continue to grow while an EMS building is constructed. Councilor Cadime stated that he understands the need for more space but emphasized that the City's EMS employees should be serving the City residents only and not providing services to various hospital facilities, which have resulted in a need for more vehicles and staffing. Councilor Cadime stated that he would support this proposal if the property owner offered a lease-to-buy contract, which would result in a permanent location for the EMS Department, but explained that most property owners would not be amenable to that type of agreement. Michael P. Dion, Interim City Administrator/Executive Director, Community Development Agency (CDA), stated that he would be willing to discuss a lease-to-buy contract with the owner.

Chief Faunce emphasized that she needs to advocate for her employees and meet the needs of the department to operate efficiently. Councilor Cadime stated that the necessary expenses within the department are not sustainable. Councilor Cadime and Ms. Arpke discussed various methods the City could use to build a permanent EMS structure, including obtaining properties that are currently under tax liens. President Camara and Councilor Cadime also discussed the assessed value of the rental property.

Councilor Raposo asked if the department would be responsible for any additional costs other than the rental fee for the property. Chief Faunce stated that most costs, such as utilities, would be covered by the rental fee. Chief Faunce and Ms. Arpke also clarified that the City has not entered any contract at this time, as they needed to present this proposed appropriation of funds to the City Council first.

Councilor Dionne stated that she agreed with Councilor Cadime's concern regarding the financial soundness of a short-term rental agreement and made brief remarks regarding the various plans that have been presented in the past to construct a new facility for this department.

Scott Lopes, Manager, Corneau Street LLC, 74 Corneau Street, stated that he owns the property that is being considered for this rental agreement, and that he would be open to a yearly rental contract, but clarified that he would not consider selling the property to the City. Councilor Dionne emphasized the need for a permanent facility to be constructed and for ongoing renovations of existing fire stations to be completed. Chief Faunce stated that the renovations within the existing fire stations would not provide the needed dorm spaces for employees and Ms. Arpke agreed that the buildings are too small for the larger quantity of staff.

The Finance Analysis and Compliance Manager stated that the Request for Proposals for this type of facility rental will expire within the next few weeks and reiterated that the item before the Council is an appropriation of funds in case a lease is agreed upon, and that there is currently no lease agreement.

Vice President Pereira asked if the building could be heightened with additional floors and Mr. Lopes explained that the structure could not support additional stories. Mr. Dion made brief remarks regarding the challenges the City would face to convert a property collected due to a tax lien or tax title.

Councilor Cadime and Chief Faunce held a detailed discussion regarding the increase in staffing and equipment. Chief Faunce also emphasized that the overall cost of previous projects increased significantly following the COVID-19 pandemic and reiterated the need for a larger structure for employees and trucks to provide adequate services to all. Councilor Cadime stated that the department grew too large without a long-term plan for structural needs, and that he was opposed to this potential lease.

On a motion made by Councilor Raposo and seconded by Vice President Pereira, it was unanimously voted to adjourn at 8:28 p.m., with Councilor Ponte absent and not voting.

List of documents and other exhibits used during the meeting:

Agenda packet (attached)

Information packet re Street Repairs, provided by Daniel N. Aguiar, City Engineer/Planner

Information packet re Emergency Medical Services Request for Proposals, July 18, 2025, provided by Chief Beth Faunce, Department of Emergency Medical Services


Clerk of Committees

REGULAR MEETING OF THE CITY COUNCIL

MEETING: August 12, 2025, at 7:00 p.m.
Council Chamber, One Government Center

PRESENT: President Joseph D. Camara, presiding;
Councilors Shawn E. Cadime, Michelle M. Dionne, Paul B. Hart,
Bradford L. Kilby, Linda M. Pereira, Andrew J. Raposo
and Ricky T. Tith

ABSENT: Councilor Cliff Ponte

IN ATTENDANCE: None

President Camara called the meeting to order at 8:29 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.

PRESENTATION OF CITATIONS

B.M.C. Durfee High School Class of 2025 Top 10 Students (adopted 7-15-2025)

- | | |
|----------------------------------|-------------------------------------|
| • Katerina Rumsey, Valedictorian | • Owen Mitchell Moniz, Salutatorian |
| • Madison Marie Ferreira | • Michaela Isabelle Goncalves |
| • Kasey Aguilar Juarez | • Olivia Rumsey |
| • William Rumsey | • Tawhid Syed |
| • Madison Tabicas | • Harry Zhang |

President Camara made brief remarks commending the B.M.C. Durfee High School Class of 2025 Top 10 Students and wished them the best in their future endeavors.

PRIORITY MATTERS

1. Mayor and request for confirmation of the appointment of Catherine Gibney to the Board of Election Commissioners

On a motion made by Vice President Pereira and seconded by Councilor Raposo, it was unanimously voted to confirm the appointment, with Councilor Ponte absent and not voting.

2. Mayor and request for confirmation of the appointment of Inês da Silva Paulino Leite to the position of City Clerk

On a motion made by Vice President Pereira and seconded by Councilor Dionne, it was unanimously voted 8 yeas to confirm the appointment, with Councilor Ponte absent and not voting.

3. Mayor and proposed ordinance re: establishment of a Library Programs Revolving Fund
On a motion made by Councilor Raposo and seconded by Vice President Pereira, it was unanimously voted to refer the proposed ordinance to the Committee on Ordinances and Legislation, with Councilor Ponte absent and not voting.

4. Mayor and proposed ordinance re: creation of a new position of Supervisor of School Crossing Guards and adjustments to the current salary of Crossing Guards
On a motion made by Councilor Raposo and seconded by Vice President Pereira, it was unanimously voted to refer the proposed ordinance to the Committee on Ordinances and Legislation, with Councilor Ponte absent and not voting.

5. Mayor and order appropriating \$243,000.00 from EMS, Revenues to EMS, Expenses
On a motion made by Councilor Raposo and seconded by Vice President Pereira, it was voted 4 yeas, 4 nays to adopt the order, with Vice President Pereira, Councilor Hart, Councilor Kilby, and Councilor Raposo voting in the affirmative, and with Councilor Ponte absent and not voting, and the motion failed to carry.

PRIORITY COMMUNICATIONS

6. Board of Election Commissioners and warrant for Preliminary City Election scheduled for September 16, 2025

On a motion made by Councilor Raposo and seconded by Vice President Pereira, it was unanimously voted to adopt the warrant, with Councilor Ponte absent and not voting.

7. Traffic Commission recommending amendments to the traffic ordinances
On a motion made by Councilor Raposo and seconded by Councilor Dionne, it was unanimously voted to refer the recommendations to the Committee on Ordinances and Legislation, with Councilor Ponte absent and not voting.

COMMITTEE REPORTS – None

ORDINANCES – None

RESOLUTIONS

8. Committee on Ordinances and Legislation convene with Corporation Counsel, the Fire Chief and the Director of Inspectional Services to discuss the creation of an ordinance that would impose stricter safety requirements and more frequent inspections of assisted-living facilities

On a motion made by Councilor Raposo and seconded by Councilor Kilby, it was unanimously voted to adopt the resolution, with Councilor Ponte absent and not voting.

9. Committee on Finance convene with the Administrator of Community Utilities to discuss the potential environmental, public safety and financial benefits that could be generated by providing community utility services to nearby municipalities

On a motion made by Councilor Raposo and seconded by Councilor Hart, it was unanimously voted to adopt the resolution, with Councilor Ponte absent and not voting.

On a further motion made by Councilor Raposo and seconded by Councilor Cadime, it was unanimously voted to take items 10 and 11 together, with Councilor Ponte absent and not voting.

CITATIONS

10. Alison M. Bouchard, City Clerk – 38 years of dedicated service to the City of Fall River
11. Rick Sahady – We Love Children Organization

On a motion made by Councilor Raposo and seconded by Councilor Cadime, it was unanimously voted to adopt the citations, with Councilor Ponte absent and not voting.

ORDERS – HEARINGS

Curb Removal

12. Armindo and Casandra Lima, 363 Miller Street – Removal of 9 feet for a total opening of 27 feet, 6 inches, at 363 Miller Street

On a motion made by Councilor Raposo and seconded by Councilor Hart, it was unanimously voted to adopt the order, with Councilor Ponte absent and not voting.

Approved, August 13, 2025

Paul E. Coogan, Mayor

ORDERS – MISCELLANEOUS

13. Auto Repair Shop License Renewals

Kenneth Rapoza d/b/a JR's Superlube Inc. – 155 Milliken Boulevard

Kenneth Rapoza d/b/a JR's Superlube Inc. – 334 Rhode Island Avenue

On a motion made by Councilor Raposo and seconded by Councilor Hart, it was unanimously voted to adopt the order, with Councilor Ponte absent and not voting.

Approved, August 13, 2025

Paul E. Coogan, Mayor

14. Police Chief's report on licenses

Taxicab Drivers

Joseph D. Beauregard

Camron Frazier

Joel M. Houtman

David Johnson

Hakam McLeod

Irwin Robinson

Laura Rodriguez

On a motion made by Councilor Raposo and seconded by President Camara, it was unanimously voted to adopt the order, with Councilor Ponte absent and not voting.

15. City Engineer prepare plans for the acceptance of the following streets:

a. Fieldstone Lane extending from Hayfield Lane to Courtney Street

b. Brookfield Terrace extending from Hayfield Lane to Courtney Street

c. Stonybrook Circle extending from Hayfield Lane to Courtney Street

On a motion made by Councilor Raposo and seconded by Councilor Hart, it was unanimously voted to refer the orders to the Planning Board, with Councilor Ponte absent and not voting.

COMMUNICATIONS – INVITATIONS – PETITIONS

16. Claims

On a motion made by Councilor Raposo and seconded by President Camara, it was unanimously voted to refer the claims to Corporation Counsel, with Councilor Ponte absent and not voting.

17. Letter from city resident regarding fallen tree in Pulaski Park near 466 Warren Street
On a motion made by Councilor Raposo and seconded by Councilor Hart, it was unanimously voted that the communication be referred to both the Board of Park Commissioners and the Department of Cemeteries/Trees, with Councilor Ponte absent and not voting.

18. Open Meeting Law complaint filed by Collin Dias re: July 15, 2025, alleged violation by the City Council Committee on Real Estate
On a motion made by Councilor Raposo and seconded by Vice President Pereira, it was unanimously voted to refer the Open Meeting Law complaint to Corporation Counsel, with Councilor Ponte absent and not voting.

19. Open Meeting Law complaint filed by Collin Dias re: July 15, 2025, alleged violation by the City Council
On a motion made by Councilor Raposo and seconded by Vice President Pereira, it was unanimously voted to refer the Open Meeting Law complaint to Corporation Counsel, with Councilor Ponte absent and not voting.

20. Drainlayer License

MRC Contracting, Inc.

On a motion made by Councilor Raposo and seconded by President Camara, it was unanimously voted to approve the drainlayer license, with Councilor Ponte absent and not voting.

Approved, August 13, 2025

Paul E. Coogan, Mayor

21. Application for structures on or over a public way for Elections Department to hang Election Day/VOTE banners from September 2 to September 16, 2025, at the following locations:

- a. Downtown (South Main Street) (13' x 6.5')
- b. Bedford Street (13' x 6.5')
- c. Pleasant Street (25' x 3')

On a motion made by Councilor Raposo and seconded by Councilor Dionne, it was unanimously voted to approve the permit, with Councilor Ponte absent and not voting.

22. Application for structures on or over a public way for Elections Department to hang Election Day/VOTE banners from October 21 to November 4, 2025 at the following locations:

- a. Downtown (South Main Street) (13' x 6.5')
- b. Bedford Street (13' x 6.5')
- c. Pleasant Street (25' x 3')

On a motion made by Councilor Raposo and seconded by Councilor Dionne, it was unanimously voted to approve the permit, with Councilor Ponte absent and not voting.

23. Applications for structures on or over a public way for the Fallen Officers Memorial Trust (31st Giunta 5K Race) to hang banners from September 5 to October 5, 2025, at the following locations:

- a. South Main Street (near District Courthouse) (25' x 3')
- b. Bedford Street at High Street (25' x 3')
- c. Pleasant Street at Stafford Square (25' x 3')

The City Clerk stated that these applications were submitted after applications were submitted by the Elections Department with the same start date, and explained that this applicant has agreed to change the start date of their banner installation to September 16, 2025, instead of September 5, 2025. On a motion made by Councilor Raposo and seconded by President Camara, it was unanimously voted to approve the permits, with Councilor Ponte absent and not voting.

24. Zoning Board of Appeals Minutes – June 26, 2025

On a motion made by Councilor Raposo and seconded by President Camara, it was unanimously voted that the minutes be accepted and placed on file, with Councilor Ponte absent and not voting.

On a further motion made by Councilor Raposo and seconded by President Camara, it was unanimously voted to take items 25 through 28 together, with Councilor Ponte absent and not voting.

City Council Minutes

- 25. Public Hearings – July 15, 2025
- 26. Committee on Finance – July 15, 2025
- 27. Regular Meeting of the City Council – July 15, 2025
- 28. Special Meeting of the City Council – July 21, 2025

On a motion made by Councilor Hart and seconded by Councilor Raposo, it was unanimously voted to approve the minutes, with Councilor Ponte absent and not voting.

BULLETINS – NEWSLETTERS – NOTICES

29. Notice of Casualty and Loss at 593 Elsbree Street

On a motion made by Councilor Raposo and seconded by Councilor Hart, it was unanimously voted that the notice be accepted and placed on file, with Councilor Ponte absent and not voting.

ITEMS FILED AFTER THE AGENDA DEADLINE CITY COUNCIL MEETING DATE: AUGUST 12, 2025

PRIORITY MATTERS

- 5a. Mayor and gift order for a donation of equipment and supplies from Blount Fine Foods

On a motion made by Councilor Raposo and seconded by President Camara, it was unanimously voted to adopt the order, with Councilor Ponte absent and not voting.

Approved, August 13, 2025

Paul E. Coogan, Mayor

OTHER POTENTIAL MATTERS TO BE ACTED UPON (if received):

COMMITTEE REPORTS

Committee on Ordinances and Legislation recommending:

All readings with emergency preamble:

- 7a. Proposed Ordinance – Traffic, Handicapped parking
- Almy Street, East, 413 feet south of Cory Street
 - Berkley Street, North, 73 feet west of Second Street
 - Kilburn Street, East, 66 feet north of Dwelly Street
 - McGowan Street, South, 224 feet west of Fielden Street
 - Wade Street, South, 60 feet west of Fifth Street

On a motion made by Councilor Raposo and seconded by Councilor Hart, it was voted 8 yeas to adopt the emergency preamble, with Councilor Ponte absent and not voting. On a further motion made by Councilor Raposo and seconded by Councilor Hart, it was unanimously voted that the proposed ordinance be passed through first reading, second reading, passed to be enrolled and passed to be ordained, with Councilor Ponte absent and not voting.

Approved, August 13, 2025

Paul E. Coogan, Mayor

First reading:

- 7b. Proposed Ordinance – Traffic, Miscellaneous
Handicapped Parking (strike outs)
- Baird Street, North, 188 feet east of Jefferson Street
 - Barnaby Street, West, 315 feet north of Lincoln Avenue
 - Cambridge Street, South, 135 feet west of Jefferson Street
 - Cottage Street, North, 61 feet east of Whipple Street
 - Fountain Street, West, 227 feet north of Division Street
 - Milk Street, West, 56 feet south of Charles Street
 - Mott Street, West, 185 feet north of Warren Street
 - Summerfield Street, North, 283 feet east of Robeson Street

On a motion made by Councilor Raposo and seconded by Councilor Hart, it was unanimously voted that the proposed ordinance be passed through first reading, with Councilor Ponte absent and not voting.

A brief recess was taken from 8:47 p.m. to 8:49 p.m. for signing of the warrant for the Preliminary City Election.

On a motion made by Councilor Raposo and seconded by Vice President Pereira, it was unanimously voted to adjourn at 8:49 p.m., with Councilor Ponte absent and not voting.

List of documents and other exhibits used during the meeting:

Agenda packet (attached)

A true copy. Attest:

Alison M Bouchard

City Clerk