

City of Fall River Massachusetts

Office of the City Clerk

ALISON M. BOUCHARD
CITY CLERK

INÊS LETTE
ASSISTANT CITY CLERK

REGULAR MEETING OF THE CITY COUNCIL

MEETING: April 22, 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, Cliff Ponte, Andrew J. Raposo
and Laura-Jean Sampson

ABSENT: None

IN ATTENDANCE: Kenneth Fredette, Assistant Corporation Counsel

President Camara called the meeting to order at 7:07 p.m. with a moment of silence followed by a salute to the flag and announced that the meeting may be recorded with audio or video and transmitted through any medium.

On a motion made by Councilor Raposo and seconded by Councilor Ponte, it was unanimously voted to take item 10 out of order.

CITATIONS

10. Madison Medeiros – Organizing a fundraiser basketball tournament for the Catholic Youth Organization

On a motion made by Councilor Raposo and seconded by Councilor Sampson, it was unanimously voted to adopt the citation. Councilor Raposo made brief remarks commending Madison Medeiros and her hard work to organize the Catholic Youth Organization fundraiser tournament and presented the citation.

On a motion made by Councilor Kilby and seconded by Councilor Sampson, it was unanimously voted to take item 5c out of order.

ITEMS FILED AFTER THE AGENDA DEADLINE **CITY COUNCIL MEETING DATE: APRIL 22, 2025**

PRIORITY MATTERS

- 5c. Mayor and resolution for approval of a TIE Agreement for MassCan Capital LLC, at 460 Globe Street

On a motion made by Councilor Kilby and seconded by Councilor Sampson, it was unanimously voted to adopt the resolution.

*Approved, April 23, 2025
Paul E. Coogan, Mayor*

PRIORITY MATTERS

1. Mayor and resolution authorizing submission of the Community Development Agency's Five Year Consolidated Plan and Year One Annual Action Plan

On a motion made by Councilor Raposo and seconded by Councilor Sampson, it was voted 8 yeas to adopt the resolution, with Councilor Ponte abstaining.

Approved, April 23, 2025

Paul E. Coogan, Mayor

2. Fiscal Year 2025 Quarter 3 Budget Report

On a motion made by Councilor Ponte and seconded by Councilor Raposo, it was unanimously voted to refer the report to the Committee on Finance.

3. Fiscal Year 2026 Enterprise Fund Budget – Emergency Medical Services

On a motion made by Councilor Raposo and seconded by Councilor Ponte, it was unanimously voted to refer the budget to the Committee on Finance.

4. Mayor and request for confirmation of the appointment of Kelly Furtado to Police Chief and order requesting approval of contract.

Vice President Pereira stated that she has contemplated discussions from the previous City Council meeting related to this matter, and that, while there should be a more thorough process for selecting a Police Chief, this specific individual should not be treated differently than previous appointees. Vice President Pereira explained that she filed two resolutions related to Chief positions in the Police Department, Fire Department and Department of Emergency Medical Services, following the April 8, 2025, meeting requesting the creation of a Screening Committee for the process of hiring the Chiefs of these departments.

Councilor Dionne made remarks regarding the Fire Chief being a civil service position, and that the Fire Department shouldn't be included with any future interview screening process.

Councilor Dionne explained that she had met with the Interim Police Chief and discussed the interview and hiring processes for finding the best candidate for this employment opportunity.

Councilor Dionne stated that she supports a more transparent interview process for this position.

Councilor Ponte expressed concern regarding this matter being presented to the City Council again so quickly, as the Councilors had voted unanimously to send a letter to the Mayor regarding the creation of a more thorough interview process, after this appointment had been rejected by the Councilors during the April 8, 2025, meeting. Councilor Ponte made lengthy remarks regarding the integrity of the legislative body, the need to be transparent to the residents of Fall River, and the need for the City Council to be consistent with previous votes to adjust the process of finding the next Police Chief.

Councilor Kilby explained that his vote on this matter was challenging to decide, as he is friendly with both the previous Police Chief and the new Interim Police Chief. Councilor Kilby stated that the unanimous vote to send the letter related to the interview process was voted upon after the appointment was rejected, as that would be the next step in the hiring process. Councilor Kilby explained that the vote related to the correspondence does not affect his support of confirming the Interim Police Chief, whose appointment has been presented to the City Council again by the Administration.

Councilor Cadime stated that there was a successful vote to reject the appointment, and to send the letter requesting a new interview protocol during the previous City Council meeting, and that this matter should not be readdressed without any due process of changing the interview policy. Councilor Cadime expressed concern as he has been working to obtain public records related to the current Interim Police Chief and previous Police Chief, and that these documents have not been provided. Councilor Cadime explained that, according to the City Charter, Section 2-7(b), related to Access to Information, the City Council has the right to request specific information related to the municipal services, functions and powers or duties of the legislative body. Councilor Cadime emphasized the need for transparency within the Administration and the Fall River Police Department.

Councilor Sampson explained that, while Councilor's opinions on this topic may be different, she supports Interim Chief Furtado's appointment. Councilor Sampson stated that she had filed a disclosure form with the Massachusetts State Ethics Commission, regarding her family member being an employee of the Fall River Police Department and the President of the Fall River Police Patrolman's Association, and that she was only advised to abstain from voting on bargaining contracts.

Vice President Pereira emphasized that there should be a process for the hiring of all Chiefs within various departments, but that Interim Chief Furtado was interviewed by the Mayor, the former City Administrator and the Director of Human Resources, and that any new process should apply to the next candidate, not this individual.

Councilor Ponte reiterated the need for a transparent hiring process and stated that the integrity of the City Council was dependent on their commitment to previous decisions regarding this matter. Councilor Ponte stated that requested information has not been provided to Councilor Cadime and this topic should not be voted upon prior to that information being available. Councilor Ponte stated that he would object to the vote to confirm this appointment.

On a motion made by Vice President Pereira and seconded by Councilor Hart, it was unanimously voted to waive the rules to allow Kenneth Fredette, Assistant Corporation Counsel, to answer questions.

Mr. Fredette explained that the legal opinion of the Law Department was that this matter could not be objected to, as this is not the first time the matter has been presented to the City Council. Mr. Fredette referenced the City Charter, Section 2-9(c), which relates to Charter objection, and explained that matters can only be objected to "on the first occasion that the question of adoption of a measure is put the City Council."

President Camara and Councilors Cadime and Kilby requested clarification, as the previous item, presented to the City Council at the April 8, 2025, meeting, was rejected, and this item was a new request. Mr. Fredette stated that there is no legal definition for "the first occasion," but it was the legal opinion of the Law Department that this would be the second time the matter was placed before the City Council.

Councilor Cadime stated that this would not be considered the same matter if the candidate was a different person, and referred to City Charter, Section 2-10, which relates to City Council confirmation of certain appointments, and stated that there is a 45-day period, which begins when the request for confirmation is received by the City Clerk, for the Council to act upon the matter before the appointment would automatically take place. Councilor Cadime asked the City Clerk for clarification regarding the starting date of this 45-day period with this agenda item. The City Clerk explained that this agenda item was received on April 15, 2025, and the 45-day period began on that date.

Councilor Kilby emphasized that an objection would only delay the vote. President Camara stated that if an objection is presented, he will allow it, as this is the first time this request has been presented to the City Council.

A motion was made by Councilor Kilby and seconded by Councilor Hart to confirm the appointment and adopt the order and President Camara requested a roll call vote. Councilors Cadime and Ponte objected to the motion. As a result, the matter was laid on the table in accordance with the Charter.

5. Mayor and orders:

a. Establishing the Diman Stabilization Fund

On a motion made by Councilor Raposo and seconded by Vice President Pereira, it was unanimously voted to adopt the order.

Approved, April 23, 2025

Paul E. Coogan, Mayor

b. Transferring \$4.6 Million from FY24 Surplus Revenue to the Diman Stabilization Fund

On a motion made by Councilor Raposo and seconded by Councilor Ponte, it was unanimously voted to adopt the order.

PRIORITY COMMUNICATIONS – None

COMMITTEE REPORTS – None

ORDINANCES

Second Reading and Enrollment

6. Proposed Ordinance – Traffic, Miscellaneous

Handicapped parking removals:

- Broad Street, North, 137 feet west of Shove Street
- Osborn Street, North, 156 feet east of Arpin Street

On a motion made by Councilor Raposo and seconded by Vice President Pereira, it was unanimously voted that the proposed ordinance be passed through second reading and enrollment. On a further motion made by Councilor Raposo and seconded by Councilor Ponte, it was unanimously voted that the proposed ordinance be passed to be ordained.

Approved, April 23, 2025

Paul E. Coogan, Mayor

7. Proposed Ordinance – Right-of-way fees for fiber optic cable installations
On a motion made by Vice President Pereira and seconded by Councilor Raposo, it was unanimously voted that the proposed ordinance be passed through second reading and enrollment. On a further motion made by Councilor Raposo and seconded by Councilor Ponte, it was unanimously voted that the proposed ordinance be passed to be ordained.
Approved, April 23, 2025
Paul E. Coogan, Mayor

RESOLUTIONS

8. Committee on Ordinances and Legislation convene with Corporation Counsel and any other interested parties to discuss amendments to the Abutters Lots Program
On a motion made by Councilor Raposo and seconded by Vice President Pereira, it was unanimously voted to adopt the resolution.

9. Committee on Public Safety convene with the Police Chief, Fire Chief and Chief of Emergency Medical Services to provide quarterly updates
On a motion made by Councilor Ponte and seconded by Councilor Hart, it was voted to adopt the resolution, with President Camara and Councilor Ponte opposed.

ORDERS – HEARINGS – None

ORDERS – MISCELLANEOUS

11. Police Chief's report on licenses
Taxicab Drivers
David Correiro

Pool/Billiard Renewal
CAPMRPM LLC d/b/a Rack 'Em Up Billiards, 126 Griffin Street

Second Hand Renewals
GameStop, Inc. d/b/a GameStop 6735, 153 Mariano Bishop Boulevard
St. Vincent de Paul Exchange Store, Inc., 1799 Pleasant Street
William F. Leach d/b/a Marine Consignment of Fall River, 75 Ferry Street

On a motion made by Vice President Pereira and seconded by Councilor Ponte, it was unanimously voted to separate and refer the taxicab driver application for David Correiro to the Committee on Regulations. On a further motion made by Councilor Ponte and seconded by Councilor Raposo, it was unanimously voted to adopt the order, as amended.

COMMUNICATIONS – INVITATIONS – PETITIONS

12. Claims
On a motion made by Councilor Raposo and seconded by Councilor Hart, it was unanimously voted to refer the claims to Corporation Counsel.

13. Open Meeting Law complaint filed by Rebecca Collins re: April 8, 2025, alleged violation by City Council
On a motion made by Councilor Raposo and seconded by Councilor Ponte, it was unanimously voted to refer the matter to Corporation Counsel.

14. Open Meeting Law complaint filed by Patrick Higgins re: April 8, 2025, alleged violation by City Council
On a motion made by Councilor Raposo and seconded by Vice President Pereira, it was unanimously voted to refer the matter to Corporation Counsel.

15. Drainlayer Licenses
B & B Excavation, Inc.
Century Paving & Construction Corp.
Coastal Water & Excavation, Inc.
DaSilva Landscaping & Construction LLC
East Coast Landscaping & Construction, Inc.
ELJ Inc.
Farland Corp., Inc.
Geologic Earth Exploration, Inc.
Geosearch, Inc.
Joseph Botti Co., Inc.
Khoury Excavating, Inc.
LAL Construction Co., Inc.
MJD Excavation Inc.
Raposo Company Landscape & Construction LLC
Rmt Excavation Inc.
R. Wordell Enterprises, LLC
Sherry Construction Corporation
S. Oliveira Construction Corp.
W Stanley Asphalt Services, LLC

On a motion made by Councilor Raposo and seconded by Councilor Sampson, it was unanimously voted to approve the drainlayer applications.

Approved, April 23, 2025

Paul E. Coogan, Mayor

16. Planning Board Minutes – March 12, 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.

BULLETINS – NEWSLETTERS – NOTICES – None

ITEMS FILED AFTER THE AGENDA DEADLINE
CITY COUNCIL MEETING DATE: APRIL 22, 2025

RESOLUTIONS

- 9a. Committee on Ordinances and Legislation convene with the Director of Human Resources and Corporation Counsel to discuss the creation of a Screening Committee for the Chief of the Police, Fire and Emergency Medical Services Departments
Councilor Ponte asked if this Screening Committee could be created, and voted upon, by the City Council during the current meeting. The City Clerk and President Camara explained that this is a resolution to discuss the creation of an ordinance, and there is no proposed ordinance for the Council to vote on, and that all proposed ordinances must be referred to the Committee on Ordinances and Legislation before being passed to be ordained. Councilor Ponte emphasized the need for the Committee to address this matter. Councilor Dionne expressed concern regarding the inclusion of the Fire Chief within the resolution, as the Fire Chief is determined by the civil service protocol. Councilor Cadime agreed that the Fire Chief should not be included in the resolution. On a motion made by Councilor Hart and seconded by Vice President Pereira, it was voted 4 yeas, 5 nays to adopt the resolution, with Vice President Pereira and Councilors Hart, Kilby and Ponte voting in the affirmative, and the motion failed to carry.

On a further motion made by Councilor Cadime and seconded by Councilor Ponte, it was unanimously voted to reconsider the previous vote.

On yet a further motion made by Councilor Cadime and seconded by Councilor Raposo, it was unanimously voted to amend the resolution by striking out "Fire Department" in the first and third paragraphs of the resolution and striking out "Fire Chief" in the fourth paragraph of the resolution. On a further motion made by Councilor Ponte and seconded by Councilor Cadime, it was unanimously voted to adopt the resolution, as amended.

COMMUNICATIONS – INVITATIONS – PETITIONS

14a. Open Meeting Law complaint filed by Rene Brown re: April 8, 2025, alleged violation by City Council

On a motion made by Councilor Raposo and seconded by Vice President Pereira, it was unanimously voted to refer the matter to Corporation Counsel.

A brief recess was held from 8:24 p.m. to 8:26 p.m. for the signing of the Traffic and Right-of-way fees for fiber optic cable installations proposed ordinances.

Councilor Sampson stated that an article had been written about her connections with Fall River Police Department, stating that she had an undisclosed conflict of interest, and that the article commented on her healthcare practice and her patients. Councilor Sampson explained that she had filed the required disclosure forms with the Massachusetts State Ethics Commission when she was first sworn into office regarding this matter. She further stated that she could not jeopardize her healthcare practice and patients and announced that she was resigning from the City Council, effective immediately, and exited the Council Chamber.

On a motion made by Councilor Raposo and seconded by Councilor Dionne, it was unanimously voted to adjourn at 8:30 p.m.

List of documents and other exhibits used during the meeting:

Agenda packet (attached)

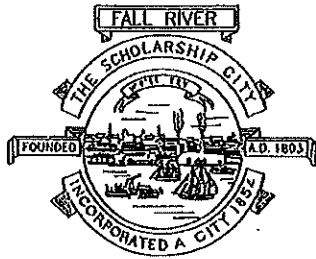
Advisory opinion related to the City of Fall River Charter, Chapter C, Article II, §2-9(c), which relates to Charter objection, provided by Kenneth Fredette, Assistant Corporation Counsel

A true copy. Attest:



City Clerk

In City Council, May 13, 2025
Approved.



City of Fall River Massachusetts
Office of the City Clerk

RECEIVED

2025 APR 17 P 3:27

ALISON M. BOUCHARD
CITY CLERK

CITY CLERK _____
FALL RIVER, MA

INÊS LEITE
ASSISTANT CITY CLERK

ORIGINAL POSTING: APRIL 16, 2025, AT 3:04 P.M.

MEETINGS SCHEDULED
CITY COUNCIL CHAMBER, ONE GOVERNMENT CENTER
APRIL 22, 2025
REVISED AGENDA

6:00 P.M. CITY COUNCIL COMMITTEE ON FINANCE MEETING

1. Citizen Input
2. *Discussion with the Executive Director of the Community Development Agency re: Five Year Consolidated Plan and Year One Annual Action Plan (referred 4-8-2025)
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.)

PRIORITY MATTERS

1. *Mayor and resolution authorizing submission of the Community Development Agency's Five Year Consolidated Plan and Year One Annual Action Plan
2. *Fiscal Year 2025 Quarter 3 Budget Report
3. *Fiscal Year 2026 Enterprise Fund Budget – Emergency Medical Services
4. *Mayor and request for confirmation of the appointment of Kelly Furtado to Police Chief and order requesting approval of contract
5. *Mayor and orders:
 - a. Establishing the Diman Stabilization Fund
 - b. Transferring \$4.6 Million from FY24 Surplus Revenue to the Diman Stabilization Fund

PRIORITY COMMUNICATIONS – None

COMMITTEE REPORTS – None

ORDINANCES

Second Reading and Enrollment

6. *Proposed Ordinance – Traffic, Miscellaneous
Handicapped parking removals:
Broad Street, North, 137 feet west of Shove Street
Osborn Street, North, 156 feet east of Arpin Street
7. *Proposed Ordinance – Right-of-way fees for fiber optic cable installations

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

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

RESOLUTIONS

8. *Committee on Ordinances and Legislation convene with Corporation Counsel and any other interested parties to discuss amendments to the Abutters Lots Program
9. *Committee on Public Safety convene with the Police Chief, Fire Chief and Chief of Emergency Medical Services to provide quarterly updates

CITATIONS

10. Madison Medeiros – Organizing a fundraiser basketball tournament for the Catholic Youth Organization

ORDERS – HEARINGS – None

ORDERS – MISCELLANEOUS

11. Police Chief's report on licenses
Taxicab Drivers
David Correio

Pool/Billiard Renewal

CAPMRPM LLC d/b/a Rack 'Em Up Billiards, 126 Griffin Street

Second Hand Renewals

GameStop, Inc. d/b/a GameStop 6735, 153 Mariano Bishop Boulevard

St. Vincent de Paul Exchange Store, Inc., 1799 Pleasant Street

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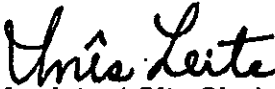
COMMUNICATIONS – INVITATIONS – PETITIONS

12. *Claims
13. *Open Meeting Law complaint filed by Rebecca Collins re: April 8, 2025, alleged violation by City Council
14. *Open Meeting Law complaint filed by Patrick Higgins re: April 8, 2025, alleged violation by City Council
15. Drainlayer Licenses
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Century Paving & Construction Corp.
Coastal Water & Excavation, Inc.
DaSilva Landscaping & Construction LLC
East Coast Landscaping & Construction, Inc.
ELJ Inc.
Farland Corp., Inc.
Geologic Earth Exploration, Inc.
Geosearch, Inc.
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R. Wordell Enterprises, LLC
Sherry Construction Corporation
S. Oliveira Construction Corp.
W Stanley Asphalt Services, LLC

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16. Planning Board Minutes – March 12, 2025

BULLETINS – NEWSLETTERS – NOTICES – None


Assistant City Clerk

ITEMS FILED AFTER THE AGENDA DEADLINE
CITY COUNCIL MEETING DATE: APRIL 22, 2025

PRIORITY MATTERS

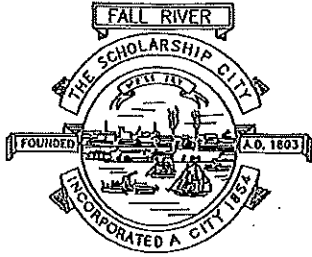
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RESOLUTIONS

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City of Fall River Massachusetts
Office of the City Clerk

RECEIVED

2025 APR 16 P 3:04

ALISON M. BOUCHARD
CITY CLERK

CITY CLERK _____
FALL RIVER, MA

INÈS LEITE
ASSISTANT CITY CLERK

MEETINGS SCHEDULED
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**7:00 P.M. REGULAR MEETING OF THE CITY COUNCIL (OR IMMEDIATELY FOLLOWING
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PRIORITY MATTERS

1. *Mayor and resolution authorizing submission of the Community Development Agency's
Five Year Consolidated Plan and Year One Annual Action Plan
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3. *Fiscal Year 2026 Enterprise Fund Budget – Emergency Medical Services
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and order requesting approval of contract
5. *Mayor and orders:
 - a. Establishing the Diman Stabilization Fund
 - b. Transferring \$4.6 Million from FY24 Surplus Revenue to the Diman Stabilization Fund

PRIORITY COMMUNICATIONS – None

COMMITTEE REPORTS – None

ORDINANCES

Second Reading and Enrollment

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RESOLUTIONS

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CITATIONS

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ORDERS – HEARINGS – None

ORDERS – MISCELLANEOUS

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COMMUNICATIONS – INVITATIONS – PETITIONS

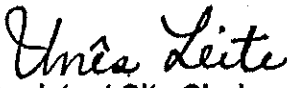
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ADA Coordinator: Gary P. Howayeck, Esq. 508-324-2650

16. Planning Board Minutes – March 12, 2025

BULLETINS – NEWSLETTERS – NOTICES – None


Assistant City Clerk

ITEMS FILED AFTER THE AGENDA DEADLINE
CITY COUNCIL MEETING DATE: APRIL 22, 2025

RESOLUTIONS

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City of Fall River
Massachusetts
Office of the Mayor

FINANCE 2

RECEIVED

2025 APR -1 A 8 47

CITY CLERK _____
FALL RIVER, MA

PAUL E. COOGAN
Mayor

April 1, 2025

City 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 am pleased to forward to you the City of Fall River Five Year Consolidated Plan and Year One Annual Action Plan which I propose to file with the U.S. Department of Housing and Urban Development (HUD) for continued funding of the Community Development Block Grant (CDBG), Emergency Solutions Grant (ESG) and HOME Investment Partnerships (HOME) Programs. The Action Plan details activities to be undertaken during the July 1, 2025- June 30, 2026 program year.

Under a separate cover on April 14, 2025, I shall submit a proposed resolution for your consideration at your April 22nd meeting. The resolution would authorize submission of the City of Fall River Five Year Consolidated Plan and Year One Annual Action Plan with the U.S. Department of Housing and Urban Development. The Five Year Consolidated Plan and Year One Annual Action Plan is being submitted to you now in order to provide adequate review time prior to City Council consideration of the resolution at the April 22nd meeting.

The proposed program of activities, which was advertised on February 26th for public comment, was developed on the basis of testimony and proposals received at public hearings held January 8th and March 12th.

The timetable provides for submission of the Year One Annual Action Plan no later than May 7, 2025.

Should you or any other Councilor have questions or comments prior to April 22nd, I urge you to immediately contact Michael P. Dion, Executive Director/ CFO of the Fall River Community Development Agency. Mr. Dion will also be present at the City Council meeting to respond to any questions.

Sincerely,

Paul E. Coogan

Paul E. Coogan
Mayor
Enclosure

CITY OF FALL RIVER
IN CITY COUNCIL

APR 08 2025

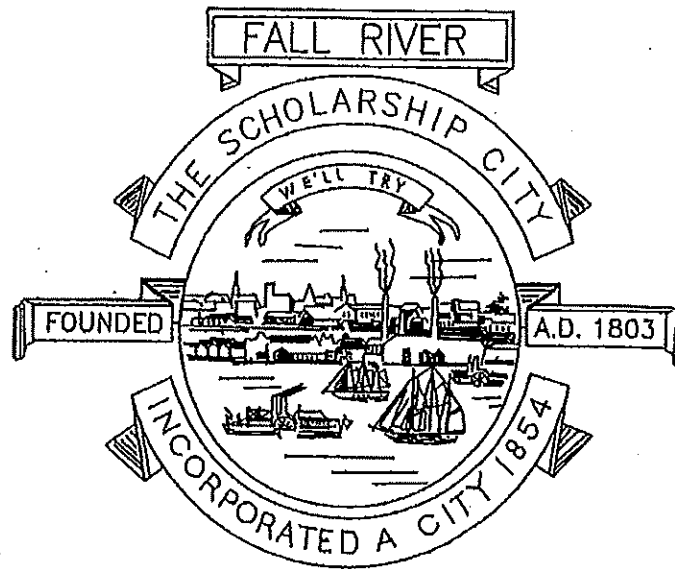
*Referred to the
Committee on Finance*

City of Fall River, Massachusetts

Paul E. Coogan, Mayor

Fall River Community Development Agency

Michael P. Dion, Executive Director/CFO



CITY CLERK

FALL RIVER, MA

2025 APR - 1 A 8 47

RECEIVED

2025-2030 Consolidated Plan

Year 1 Annual Action Plan

July 1, 2025 – June 30, 2026

HUD Federal FY25 Funding

Community Development Block Grant (CDBG) Program Year 51

HOME Investment Partnerships (HOME) Program Year 34

Emergency Solutions Grant (ESG) Program Year 39

To be submitted to the U.S. Department of
Housing & Urban Development (HUD)





PAUL E. COOGAN
Mayor

City of Fall River
Massachusetts
Office of the Mayor

RECEIVED

2025 APR 15 P 3:06

CITY CLERK _____
FALL RIVER, MA

April 15, 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 am pleased to forward to you the proposed resolution authorizing submission of the City of Fall River Five Year Consolidated Plan and Year One Annual Action Plan with the U.S. Department of Housing and Urban Development (HUD) for continued funding of the Community Development Block Grant (CDBG), Emergency Solutions Grant (ESG) and HOME Investment Partnerships (HOME) Programs. The Action Plan details activities to be undertaken during the July 1, 2025 - June 30, 2026 program year.

The resolution, Five Year Consolidated Plan and Year One Annual Action Plan are being submitted to you in order to provide review time prior to City Council consideration of the resolution at the April 22nd Council meeting. The Plans were submitted for your review under separate cover on April 1st.

The proposed program of activities, which was advertised on February 26th for public comment, was developed on the basis of testimony and proposals received at public hearings held January 8th and March 12th.

The timetable provides for submission of the Five Year Consolidated Plan and Year One Annual Action Plan no later than May 7, 2025.

Should you or any other Councilor have any questions or comments prior to April 22nd, I urge you to immediately contact Michael P. Dion, Executive Director/Chief Financial Officer of the Fall River Community Development Agency. Mr. Dion will be present at the City Council meeting to respond to any questions.

Sincerely,

Paul E. Coogan
Mayor

Enclosure

City of Fall River, *In City Council*

Mayor Paul E. Coogan

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

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

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

WHEREAS, the City of Fall River estimates that entitlements from the U.S. Department of Housing and Urban Development (HUD) will be \$2,584,036.00 under CDBG, \$231,301.00 under ESG and \$1,100,110.00 under HOME; and

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

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

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

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

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2025 APR 15 P 4:00

CITY CLERK _____
FALL RIVER, MA

FY 2025

QUARTER 3

BUDGET REPORT



PAUL E. COOGAN
Mayor

City of Fall River
Massachusetts
Office of the Mayor

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2025 APR 16 P 3:37

CITY CLERK
FALL RIVER, MA

April 16, 2025

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

Dear Councilor President and Members of the Honorable Council:

Attached please find the FY26 Emergency Medical Services budget for your review and consideration. If additional information is needed on this or any other matter, please contact my office.

Sincerely,

Paul E. Coogan
Mayor

PC/amos

BE IT ORDERED: That the following FY 26 appropriations be provided through the Emergency Medical Services (EMS) rates under Chapter 53F 1/2 in the aggregate, amounting to \$16,267,000 be appropriated as follows

A. Voted: That the following sums be appropriated for the EMS Enterprise.

from EMS Rate Revenues, for EMS, Salaries	\$ 9,895,346
from EMS Stabilization Fund, for EMS, Expenses	\$ -
from EMS Rate Revenues, for EMS, Expenses	\$ 2,485,972
from EMS Rate Revenues, for EMS, Capital	\$ 240,000
from EMS Rate Revenues, for EMS, Transfers (Indirect Costs)	\$ 3,645,683
from EMS Rate Revenues, for EMS, Debt	

TOTAL: \$ 16,267,000

and that \$16,267,000 be raised as follows:

EMS Stabilization Fund	\$ -
Departmental Receipts	\$ 16,267,000
	<u>\$ 16,267,000</u>

Recommend that the following sums be appropriated to operate the EMS Enterprise:

Direct

Salaries	\$ 9,895,346
Expenses	\$ 2,485,972
Capital	\$ 240,000
Debt	\$ -
Subtotal	<u>\$ 12,621,318</u>

Indirect

Health Insurance	\$ 1,302,781
Pensions	\$ 1,146,639
Other	\$ 1,196,263
Subtotal	<u>\$ 3,645,683</u>

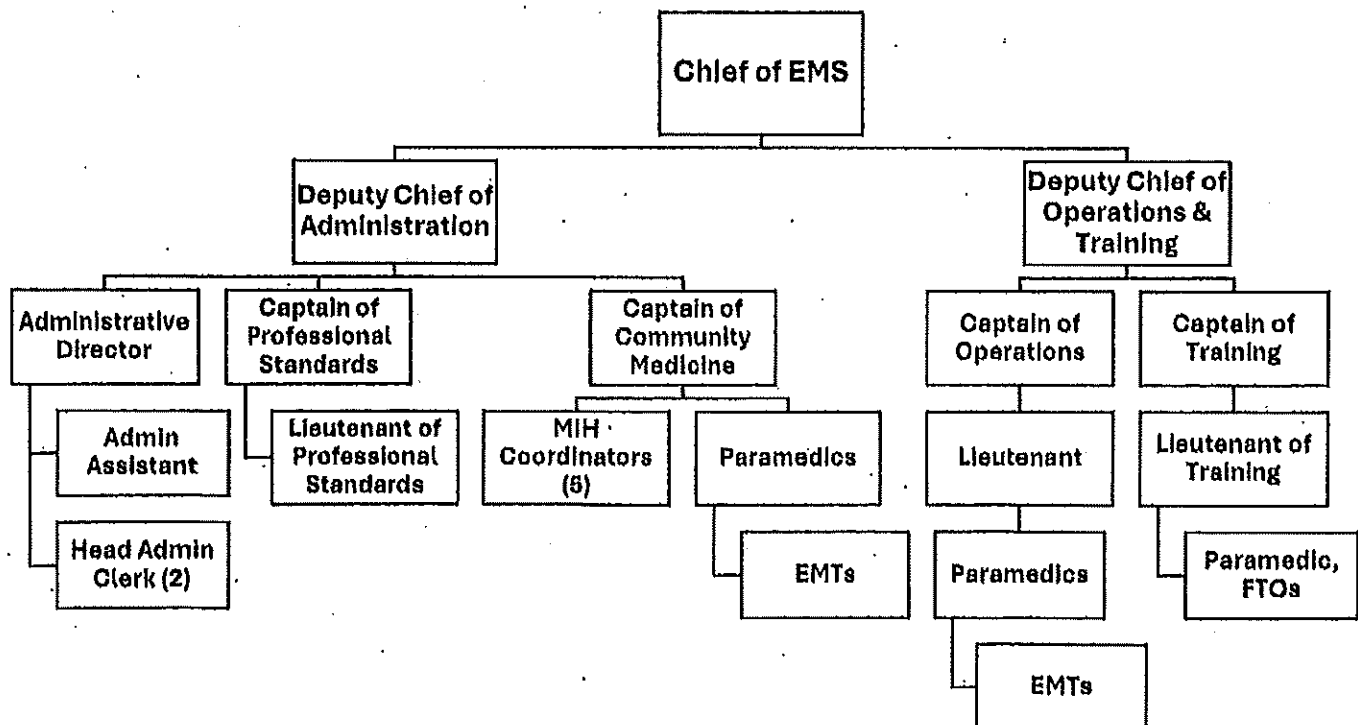
TOTAL: \$ 16,267,000

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CITY CLERK
FALL RIVER, MA

Mission: The City of Fall River Fire Department Emergency Medical Services is the primary provider of emergency medical services for the City of Fall River. We are committed to promoting excellence in pre-hospital care, with compassion and the highest standard of care. Our commitment is to public safety and protecting the safety and health of the public.

Description: The Fall River Fire Department Emergency Medical Services' vision is to be known as a progressive pre-hospital provider. Our continued training, and education for all hazard emergencies will enhance our ability to effectively function in a high stress situation, to reduce injuries and the loss of life. Through teamwork the Fall River Fire Department Emergency Medical Services is viewed as an innovative pre-hospital emergency medical provider, pursuing the latest medical advancements. Our department will remain a premier provider of emergency medical care, with a high standard of clinical treatment, compassion and respect for those we serve in their time of crisis.

Organizational Chart:



EMS Enterprise Fund

Budget Summaries ³

	FY2024 Actuals	FY2025 Revised Budget	FY2026 Proposed Budget	FY25 - 26 Change %
REVENUES:				
Fees	12,493,061	13,150,000	14,605,000	9.96%
EMT School	-	10,000	75,000	86.67%
EMS Vaccine Program	-	20,000	75,000	73.33%
CRP Training Fees	15,434	5,000	12,000	58.33%
PCG Reimbursement	-	1,200,000	1,500,000	20.00%
Transfer From Stabilization	284,000	322,117	-	0.00%
From Retained Earnings	-	-	-	0.00%
Total EMS Enterprise Fund Revenues	\$ 12,792,496	\$ 14,707,117	\$ 16,267,000	9.59%
EXPENSES:				
Salaries & Wages	7,646,617	8,622,323	9,895,346	12.86%
Expenses	1,410,083	2,174,120	2,139,242	-1.63%
Capital	395,429	627,117	240,000	-161.30%
Indirect Charges	2,979,629	3,283,557	3,920,683	16.25%
Debt Service	-	-	71,730	100.00%
Total EMS Enterprise Fund Expenses	\$ 12,431,759	\$ 14,707,117	\$ 16,267,000	9.59%
BUDGET SURPLUS (DEFICIT)	\$ 360,737	\$ -	\$ -	0.00%

EMS Enterprise Fund

FY2026 Expense Detail

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	FY2024 Actual Expenditures	FY2025 Revised Budget	FY2026 Proposed Budget	FY25 - 26 Change %
Salaries & Wages	\$ 7,646,617	\$ 8,622,323	\$ 9,895,346	12.86%
Salaries & Wages, Permanent	5,778,017	6,526,464	7,701,971	15.26%
EMS Shared Squad	342,274	336,375	375,500	10.42%
EMS Shared Dispatchers	-	257,555	-	0.00%
EMS Shared Fire Mechanics	7,795	30,000	30,000	0.00%
Longevity	33,850	35,800	35,500	-0.85%
Salaries & Wages, Tempoary	27,515	125,000	125,000	0.00%
Overtime	614,605	450,000	675,000	33.33%
OT, Weather/Snow	10,545	50,000	75,000	33.33%
Educational	26,950	30,450	35,700	14.71%
Holiday Pay	459,092	546,393	632,570	13.62%
Service Out of Rank	17,157	7,500	12,000	37.50%
Retirement Buyouts	203,077	75,000	25,000	-200.00%
Worker's Compensation, Salaries	-	30,000	30,000	0.00%
Unemployment Payments	9,978	-	-	0.00%
Medicare Match	98,168	104,086	123,555	15.76%
On-Call Stipend	16,720	17,700	16,800	-5.36%
Uniform Allowance	875	-	1,750	100.00%
Expenses	\$ 1,410,083	\$ 2,174,120	\$ 2,139,242	-1.63%
Electricity	6,741	9,000	7,500	-20.00%
Heat	3,964	6,500	5,000	-30.00%
R & M	1,662	1,200	1,200	0.00%
Other Stipends	-	88,000	110,000	20.00%
EMT School	-	10,000	70,000	85.71%
EMS Vaccine Program	-	20,000	45,000	55.56%
R & M, Radio	7,755	8,000	10,000	20.00%
Rentals & Leases	247,696	844,000	691,417	-22.07%
CPR Training	8,902	12,000	12,000	0.00%
Documentation Program	34,095	72,000	100,000	28.00%
Workers Compensation	13,531	20,000	20,000	0.00%
Training	5,295	11,000	15,000	26.67%
Data Processing	109,737	105,400	52,000	-102.69%
Telephone/Communications	113	10,400	8,000	-30.00%
Postage	6,060	7,500	7,500	0.00%
Medical Director Training	20,000	22,500	22,500	0.00%
Gasoline	112,262	175,000	132,000	-32.58%
Office Supplies	1,818	1,995	2,525	20.99%
Computer Equip, Rental	6,527	7,500	7,500	0.00%
R & M, Other	34,993	10,600	9,500	-11.58%
Cleaning Supplies	60	1,500	1,000	-50.00%
Motor Oil & Lubricants	49,311	30,000	30,000	0.00%
Parts & Accessories	135,873	150,000	175,000	14.29%
Medical Supplies	363,501	267,500	225,000	-18.89%
Books	395	1,225	1,000	-22.50%

	FY2024 Actual Expenditures	FY2025 Revised Budget	FY2026 Proposed Budget	FY25 - 26 Change %
Data Processing Supplies	1,497	2,500	3,000	16.67%
R & M, Stretchers	4,209	6,000	75,000	92.00%
Syringe Disposal	10,805	11,500	6,000	-91.67%
Other Intergovernmental	11,064	10,000	12,000	16.67%
Water/Sewer	3,416	4,500	2,500	-80.00%
In-State Travel	110	300	100	-200.00%
Motor Vehicle Insurance	208,762	244,500	275,000	11.09%
Claims & Damages	-	2,000	5,000	60.00%
Capital	\$ 395,429	\$ 627,117	\$ 240,000	-161.30%
Indirect Charges	\$ 2,979,629	\$ 3,283,557	\$ 3,920,683	16.25%
Transfers to General Fund	896,660	958,592	1,196,263	19.87%
Transfers to General Fund, Shared	147,428	147,428	275,000	46.39%
Employee Benefits	1,044,885	1,044,885	1,302,781	19.80%
Health Insurance	890,666	1,132,652	1,146,639	1.22%
Retirement Contributions	-	-	-	-
Debt Service	\$ -	\$ -	\$ 71,730	100.00%
Interest, Short-Term Debt	-	-	71,730	100.00%
Total EMS Enterprise Fund Expenses	\$ 12,431,759	\$ 14,707,117	\$ 16,267,000	9.59%

Position	Employee	FTE	FY2026 Base		Total Stipends	Total Add. Pay	Total FY2026 Salary
			Salary	Longevity			
Acting Chief	Faunce	1	172,000.00	4,000.00	-	-	176,000.00
Deputy Chief	Arruda	1	117,568.49	1,500.00	1,680.00	10,485.19	131,233.68
Deputy Chief	Lonardo	1	117,568.49	1,500.00	1,680.00	10,485.19	131,233.68
Captain	Adams	1	102,233.70	1,000.00	1,680.00	9,163.25	114,076.95
Captain	Ferguson	1	102,233.70	1,000.00	1,680.00	9,163.25	114,076.95
Captain	Lambert	1	102,233.70	1,500.00	1,680.00	9,163.25	114,576.95
Captain	Leduc	1	102,233.70	1,500.00	1,680.00	9,163.25	114,576.95
Lieutenant	Blackburn	1	88,898.95	500.00	-	8,013.65	97,412.60
Lieutenant	Brown	1	88,898.95	500.00	-	8,013.65	97,412.60
Lieutenant	Finnegan	1	88,898.95	500.00	1,680.00	8,013.65	99,092.60
Lieutenant	Keith	1	88,898.95	500.00	-	8,013.65	97,412.60
Lieutenant	Leduc	1	88,898.95	1,000.00	-	8,013.25	97,912.20
Lieutenant	Levesque	1	88,898.95	1,000.00	1,680.00	8,013.65	99,592.60
Lieutenant	Lockhart	1	88,898.95	500.00	1,680.00	8,013.65	99,092.60
Lieutenant	Oldham	1	88,898.95	1,500.00	1,680.00	8,013.65	100,092.60
Lieutenant	Trudel	1	88,898.95	500.00	-	8,013.65	97,412.60
Paramedic, FTO	Clark	1	80,008.76	500.00	-	7,014.04	87,522.80
Paramedic, FTO	Farrell	1	80,008.76	500.00	-	7,014.04	87,522.80
Paramedic, FTO	Green	1	80,008.76	500.00	-	7,014.04	87,522.80
Community Paramedic	Hennessey	1	80,008.76	-	-	7,014.04	87,022.80
Community Paramedic	Holland	1	80,008.76	500.00	-	7,014.04	87,522.80
Community Paramedic	Lighthall	1	80,008.76	2,250.00	-	7,014.04	89,272.80
Paramedic, FTO	Rodrigues	1	80,008.76	2,250.00	-	7,014.04	89,272.80
Community Paramedic	Scanlon	1	80,008.76	-	-	7,014.04	87,022.80
Community Paramedic	Stewart	1	80,008.76	-	-	7,014.04	87,022.80
Paramedic, FTO	Talamo	1	80,008.76	500.00	-	7,014.04	87,522.80
Community Paramedic	Telxela	1	80,008.76	500.00	-	7,014.04	87,522.80
Paramedic	Adams	1	77,303.50	-	-	7,014.04	84,317.54
Paramedic	Arruda	1	77,303.50	500.00	-	7,014.04	84,817.54
Paramedic	Blins	1	77,303.50	-	-	7,014.04	84,317.54
Paramedic	Blackburn	1	77,303.50	500.00	-	7,014.04	84,817.54
Paramedic	Broulette	1	77,303.50	-	-	7,014.04	84,317.54
Paramedic	Capozzi	1	77,303.50	500.00	-	7,014.04	84,817.54
Paramedic	Disandro	1	77,303.50	-	-	7,014.04	84,317.54
Paramedic	Downey	1	77,303.50	-	-	7,014.04	84,317.54
Paramedic	Gauvin	1	77,303.50	-	-	7,014.04	84,317.54
Paramedic	Harrington	1	77,303.50	500.00	-	7,014.04	84,817.54
Paramedic	Herberman	1	77,303.50	-	-	7,014.04	84,317.54
Paramedic	Hickey	1	77,303.50	-	-	7,014.04	84,317.54
Paramedic	Karman	1	77,303.50	-	-	7,014.04	84,317.54
Paramedic	Krauzyk	1	77,303.50	500.00	-	7,014.04	84,817.54
Paramedic	Leigh	1	77,303.50	-	-	7,014.04	84,317.54
Paramedic	Martlnelli	1	77,303.50	500.00	-	7,014.04	84,817.54
Paramedic	Morse	1	77,303.50	500.00	-	7,014.04	84,817.54

Position	Employee	FTE	FY2026 Base		Total Stipends	Total Add. Pay	Total FY2026 Salary
			Salary	Longevity			
Paramedic	Pham	1	77,303.50	-	-	7,014.04	84,317.54
Paramedic	Pike	1	77,303.50	500.00	-	7,014.04	84,817.54
Paramedic	Proctor	1	77,303.50	500.00	-	7,014.04	84,817.54
Paramedic	Santoro	1	77,303.50	-	-	7,014.04	84,317.54
Paramedic	Souza	1	77,303.50	-	-	7,014.04	84,317.54
Paramedic	Stys	1	77,303.50	-	-	7,014.04	84,317.54
Paramedic	Tavano	1	77,303.50	500.00	-	7,014.04	84,817.54
Paramedic	Teixeira	1	77,303.50	-	-	7,014.04	84,317.54
Paramedic	Valtses	1	77,303.50	-	-	7,014.04	84,317.54
Paramedic	Weston	1	77,303.50	-	-	7,014.04	84,317.54
Paramedic	Cox	1	72,246.10	500.00	-	6,578.15	79,324.25
Paramedic	Cunha	1	72,246.10	-	-	6,578.15	78,824.25
Paramedic	Katz	1	72,246.10	-	-	6,578.15	78,824.25
Paramedic	Kim	1	72,246.10	-	-	6,578.15	78,824.25
Paramedic	Mccabe	1	72,246.10	-	-	6,578.15	78,824.25
Paramedic	Mendonca	1	72,246.10	-	-	6,578.15	78,824.25
Paramedic	Silvelra	1	72,246.10	-	-	6,578.15	78,824.25
Paramedic	Smart	1	72,246.10	-	-	6,578.15	78,824.25
Paramedic	Tattrie	1	72,246.10	-	-	6,578.15	78,824.25
Administrative Director	Carvalho	1	67,519.92	3,000.00	-	7,046.75	77,566.67
Paramedic	Larisa	1	67,519.10	-	-	6,170.25	73,689.35
Paramedic	Cateon	1	67,519.10	-	-	6,170.75	73,689.85
Paramedic	Choate	1	67,519.10	-	-	6,170.75	73,689.85
Paramedic	Folger	1	67,519.10	-	-	6,170.75	73,689.85
Paramedic	Phillips	1	67,519.10	-	-	6,170.75	73,689.85
EMT, Advanced	Cabral	1	57,862.91	-	-	5,169.50	63,032.41
EMT, Advanced	Venditto	1	57,862.91	-	-	5,169.50	63,032.41
MIH Coordinator	Arruda	1	55,906.20	-	-	6,044.50	61,950.70
MIH Coordinator	Brown	1	55,906.20	-	-	5,169.50	61,075.70
EMT	Cabral	1	55,906.20	-	-	5,169.50	61,075.70
MIH Coordinator	Caron	1	55,906.20	-	-	5,169.50	61,075.70
EMT	Denis	1	55,906.20	-	-	5,169.50	61,075.70
EMT	Deoliveira	1	55,906.20	-	-	5,169.50	61,075.70
EMT	Dorego II	1	55,906.20	-	-	5,169.50	61,075.70
EMT	Fernandez	1	55,906.20	-	-	5,169.50	61,075.70
EMT	Fischer	1	55,906.20	-	-	5,169.50	61,075.70
EMT	Fontaine	1	55,906.20	-	-	5,169.50	61,075.70
EMT	Gale	1	55,906.20	-	-	5,169.50	61,075.70
EMT	Katz	1	55,906.20	-	-	5,169.50	61,075.70
EMT	Lima	1	55,906.20	-	-	5,169.50	61,075.70
EMT	Longworth	1	55,906.20	-	-	5,169.50	61,075.70
EMT	Lucier	1	55,906.20	-	-	5,169.50	61,075.70
EMT	Mikhail	1	55,906.20	-	-	5,169.50	61,075.70
EMT	Murphy	1	55,906.20	-	-	5,169.50	61,075.70

EMS Enterprise Fund

FY2026 Personnel Detail

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Position	Employee	FTE	FY2026 Base		Longevity	Total Stipends	Total Add. Pay	Total FY2026 Salary
			Salary					
EMT	Murphy	1	55,906.20	-	-	-	5,169.50	61,075.70
EMT	Nahlgan	1	55,906.20	-	-	-	5,169.50	61,075.70
EMT	Pacheco	1	55,906.20	-	-	-	5,169.50	61,075.70
EMT	Pavao	1	55,906.20	-	-	-	5,169.50	61,075.70
EMT	Perelra	1	55,906.20	-	-	-	5,169.50	61,075.70
MIH Coordinator	Polson	1	55,906.20	-	-	-	5,169.50	61,075.70
EMT	Rebello	1	55,906.20	-	-	-	5,169.50	61,075.70
EMT	Silva	1	55,906.20	-	-	-	5,169.50	61,075.70
EMT	Stocum	1	55,906.20	-	-	-	5,169.50	61,075.70
EMT	Sulham	1	55,906.20	-	-	-	5,169.50	61,075.70
EMT	Sylvia	1	55,906.20	-	-	-	5,169.50	61,075.70
EMT	Tripp	1	55,906.20	-	-	-	5,169.50	61,075.70
EMT	Wilkie	1	55,906.20	-	-	-	5,169.50	61,075.70
EMT	Winters	1	55,906.20	-	-	-	5,169.50	61,075.70
MIH Coordinator	Znoj	1	55,906.20	-	-	-	5,169.50	61,075.70
Admin Assistant	Soares	1	54,726.11	-	-	-	-	54,726.11
Head Admin Clerk	Demarco	1	53,184.07	1,000.00	-	-	-	54,184.07
Head Admin Clerk	Barroso	1	50,553.46	-	-	-	-	50,553.46
Totals		106	7,701,971	35,500	16,800	670,020	\$ 8,424,291	



PAUL E. COOGAN
Mayor

April 3, 2025

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

Dear Council President and Members of the Honorable Council:

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

Name: Kelly Furtado

Address 144 Place Avenue
Somerset, MA 02726

Position: Police Chief

Appointment Date: March 31, 2025

Salary: \$215,000.00

Sincerely,

Paul E. Coogan
Mayor

PC/amos

City of Fall River
Massachusetts
Office of the Mayor

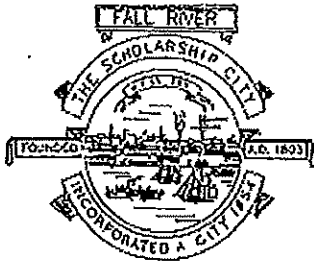
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CITY CLERK
FALL RIVER, MA

ORDERED, that the appointment by the Mayor of Kelly Furtado as Chief of Police be and the same is hereby confirmed, and be it further

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



POLICE CHIEF EMPLOYMENT AGREEMENT

This Employment Agreement (hereinafter "AGREEMENT") is made by and between the City of Fall River and Kelly A. Furtado.

WHEREAS, the City of Fall River is a municipal corporation (hereinafter "CITY"), located at One Government Center, Fall River, Massachusetts 02722; and

WHEREAS, pursuant to §2-401 of the Fall River Code, the Chief of Police is the head of the Police Department and shall be responsible for the management and operation of such department; and

WHEREAS, Paul E. Coogan, as the Mayor of the CITY, desires to appoint Kelly A. Furtado to serve in the position of Chief of Police for the City of Fall River; and

WHEREAS, Kelly A. Furtado (hereinafter "POLICE CHIEF") is willing to accept employment as the Chief of Police for the City of Fall River;

NOW, THEREFORE, in consideration of the mutual promises and agreements contained herein, the CITY and POLICE CHIEF hereby agree as follows:

DUTIES

POLICE CHIEF shall be the head of the Fall River Police Department and shall be responsible and accountable for the effective management and operation of said department in accordance with all laws, city ordinances, collective bargaining agreements, and city policies and procedures. POLICE CHIEF shall devote sufficient time, skill, and attention necessary to perform the duties under this AGREEMENT in an efficient, trustworthy and professional manner, all in the best interest of the CITY. POLICE CHIEF shall report directly to the Mayor, but shall have the authority to effectively and efficiently operate the Fall River Police Department, including, but not limited to, the following duties:

- A. POLICE CHIEF shall be responsible for the overall operation and management of the Police Department, including its property, equipment, motor vehicles, and buildings;
- B. POLICE CHIEF shall supervise the daily operations of the Police Department, including the assignment of personnel to tours, shifts, and duties as needed;

- 4
- C. POLICE CHIEF shall implement and supervise all training programs for Police Department personnel;
 - D. POLICE CHIEF shall prepare the annual budget for the Police Department and shall oversee departmental finances;
 - E. POLICE CHIEF shall establish uniform, equipment, weapons, and ammunitions specifications for the Police Department;
 - F. POLICE CHIEF shall, when necessary, take appropriate disciplinary actions against members of the Police Department;
 - G. POLICE CHIEF shall be responsible for communication with the public on matters related to public safety, police operations, and department policy; and
 - H. POLICE CHIEF shall maintain appropriate and consistent communication with the Mayor, in order to keep the Mayor apprised of pertinent issues in the Police Department.

PROFESSIONAL DEVELOPMENT

CITY will reimburse POLICE CHIEF for reasonable travel, food and lodging expenses incurred in connection with attendance at professional development courses and/or seminars that are approved by the Mayor. POLICE CHIEF must obtain the Mayor's approval of all professional development expenses before they are incurred.

PERFORMANCE EVALUATION

POLICE CHIEF'S performance may be reviewed and evaluated by the Mayor and/or the Mayor's designee during the term of this AGREEMENT for the purpose of evaluating the overall effectiveness of POLICE CHIEF.

TERM

The term of this AGREEMENT shall be three (3) years, beginning on March 31, 2025 and ending on March 30, 2028, and may be renewed by mutual agreement of the parties.

COMPENSATION AND BENEFITS

CITY agrees to pay POLICE CHIEF an annual salary of Two Hundred Fifteen Thousand Dollars (\$215,000.00) the first year of the contract (beginning March 31, 2025), payable at the same time and manner as other employees of the City of Fall River. The CITY and POLICE CHIEF agree to renegotiate the annual salary for the second year (beginning March 31, 2026) and the third year (beginning March 31, 2027). Additionally, POLICE CHIEF shall be entitled to the following benefits:

- A. Health, dental, life insurance, and retirement benefits.
- B. Vacation Days. Forty-Eight (48) paid vacation days per year, which will expire without compensation at the end of the calendar year (December 31st). Vacation requests must be approved by the Mayor or City Administrator and must not interfere with effective operation of the Police Department. Up to two weeks (16 days) of vacation each year may be sold back to the City for payment.
- C. Sick Leave. Sick leave shall be accrued in accordance with the Fall River Superior Officer's Association Collective Bargaining Agreement.
- D. Personal Days. Four (4) per year, which will expire without compensation at the end of the calendar year.
- E. Death in the Immediate Family. Bereavement leave in accordance with §50-153 of the Fall River Code, which is incorporated herein by reference.
- F. Holidays. Fourteen (14) paid holidays per year (included in POLICE CHIEF's compensation as outlined above), which include New Year's Day, Martin Luther King Jr. Day, Presidents' Day, Good Friday, Patriot's Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, Day After Thanksgiving and Christmas Day. The Chief may also elect to work on a designated holiday and, in exchange, take another day off within (30) days of the holiday occurring. This alternative day off must be scheduled with appropriate notice and approval to ensure departmental operational needs are met.
- G. POLICE CHIEF is entitled to injured on-duty benefits as set forth in M.G.L. c. 41, § 111F and M.G.L. c. 32, § 94.
- H. CITY agrees to reimburse POLICE CHIEF for annual dues paid to the Massachusetts Chiefs of Police Association.
- I. If the CITY has not paid POLICE CHIEF for compensatory time earned prior to execution of this AGREEMENT, then POLICE CHIEF shall be entitled to carry over and utilize the previously earned compensatory time with notice to the Mayor.

POLICE CHIEF acknowledges that she will often be required, without additional compensation, to devote evening and/or weekend hours as necessary for the proper performance of her duties as the Chief of Police. POLICE CHIEF is not entitled to overtime compensation or compensatory time. POLICE CHIEF may adjust her schedule taking into account such "extra" time so long as the same does not interfere with the obligations to perform her duties.

POLICE CHIEF acknowledges that she will not be entitled to any salary increases or bonuses, such as the Quinn Bill, unless specifically stated in this AGREEMENT. The parties understand and agree that the annual salary in this AGREEMENT is the maximum amount CITY

is required to pay POLICE CHIEF. Therefore, if CITY is required to pay any additional financial benefit, then the salary of POLICE CHIEF will be reduced by the same amount.

At the discretion of the Mayor, POLICE CHIEF may be awarded an increase to the compensation package during the term of this AGREEMENT, but at no time will the compensation or other benefits be reduced, except when such reduction is evenly applied across-the-board for all employees of the city.

AUTOMOBILE

CITY shall provide an unmarked city-owned vehicle for use by POLICE CHIEF in connection with the performance of her duties, with maintenance, operating expenses and insurance to be paid by the city.

Since POLICE CHIEF is frequently required to respond to emergencies and otherwise be on-call at all times, POLICE CHIEF is authorized to use the city-owned vehicle for personal use, provided that the vehicle is never taken more than fifty (50) miles from Fall River without prior authorization from the Mayor. POLICE CHIEF must relinquish possession of the city-owned vehicle if on leave or unable to perform the duties of the position for more than twenty-one (21) consecutive days. Failure to comply with the terms of this provision may result, in the Mayor's sole discretion, in a temporary or permanent loss of use of a city-owned vehicle and termination of this Automobile provision.

TERMINATION

This AGREEMENT may be terminated at any time for the following reasons:

- A. Termination for Just Cause. CITY may terminate this AGREEMENT at any time by providing POLICE CHIEF with written notice of the termination for just cause, including the facts and grounds in support thereof, at least thirty (30) days prior to termination. Just cause shall be defined to include any misconduct materially related to performance of official duties, including, but not limited to, any of the following:
 - 1. Material breach of this AGREEMENT and/or the duties contained therein;
 - 2. Resume fraud or other acts of material dishonesty in the hiring process;
 - 3. Unauthorized leave;
 - 4. Conviction of a felony offense or a misdemeanor involving moral turpitude;
 - 5. Material violation of the city's laws, ordinances, or regulations, including, but not limited to, the city policies against discrimination or harassment;
 - 6. Use and/or possession of illegal drugs;
- B. Termination Due to Incapacity. CITY may terminate this AGREEMENT due to the incapacity of POLICE CHIEF, which is defined as an inability to perform the Duties of the position for a continuous period of over sixty (60) days.
- C. Termination Due to Resignation, Retirement or Death. This AGREEMENT shall immediately terminate if POLICE CHIEF submits her resignation, retires, or is deceased.

4

POLICE CHIEF shall give at least three (3) months written notice to the Mayor prior to resignation or retirement.

INDEMNIFICATION

CITY agrees to defend and indemnify POLICE CHIEF from any claim, demand, action, or lawsuit arising out of any action or omission by POLICE CHIEF that occurs within the scope of employment. POLICE CHIEF understands and agrees that any intentional tort and/or criminal act is outside the scope of employment and will not be defended or indemnified by CITY. POLICE CHIEF acknowledges that CITY is self-insured and no policy coverage or rider is provided above and beyond the terms of this agreement for indemnification.

PROHIBITION OF POLITICAL ACTIVITY

During the term of this AGREEMENT, POLICE CHIEF shall not engage in political activity, including, but not limited to, publicly endorsing any candidate seeking elective office.

ENTIRE AGREEMENT

This AGREEMENT contains the entire agreement between the parties, and supersedes all other agreements, either oral or in writing. Any agreement, statement, promise, or inducement not contained within this AGREEMENT shall not be valid or binding upon either party. The terms of this AGREEMENT may only be changed or modified by written instrument duly executed by both parties.

MASSACHUSETTS LAW

This AGREEMENT shall be constructed and interpreted in accordance with the laws of the Commonwealth of Massachusetts. If any provision in this AGREEMENT is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

IN WITNESS WHEREOF, the parties have executed this AGREEMENT in the City of Fall River on this _____ day of April, 2025:

POLICE CHIEF:

CITY OF FALL RIVER:

Kelly A. Furtado
Fall River Police Department

Paul E. Coogan
Mayor

Approved as to Form & Manner of Execution Only:

Alan J. Rumsey
Corporation Counsel
City of Fall River

5a



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

PAUL E. COOGAN
Mayor

RECEIVED

2025 APR 16 P 3:38

CITY CLERK
FALL RIVER, MA

April 16, 2025

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

Dear Councilor President and Members of the Honorable Council:

Dear Honorable Council Members:

Attached please find a request from Interim Director of Financial Services, Emily Arpke, to create a "Diman Stabilization Fund" in accordance with M.G.L c. 40, §5B.

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*

5a

April 22, 2025

ORDERED:

To create pursuant to the provisions of General Laws Chapter 40, Section 5B, the City of Fall River hereby establishes a stabilization fund, to be called "Diman Stabilization Fund."

RECEIVED

2025 APR 15. P 4:00

CITY CLERK
FALL RIVER, MA

5a



**DIRECTOR OF
FINANCIAL SERVICES**
CITY OF FALL RIVER

April 15, 2025

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

Mayor Coogan,

Enclosed are orders to create and fund a DIman Stabilization Fund. We have proposed the creation of a DIman Stabilization Fund to ensure the General Fund budget can absorb this new level of assessment with no further burden on the taxbase. There are many reasons we feel this is the best course of action. By creating a dedicated DIman Stabilization Fund, separate from the General Stabilization Fund, we can ensure any funds put into this account are used only for DIman assessments. Moreover, it displays our plan, ability, and understanding of the need to manage this long-term financial burden. The State and Rating Agencies will look at more favorably at the City of Fall River in analyzing our financial strength by having this separation, as the current stabilization fund.

The Division of Local Services in the Commonwealth has defined use of General Stabilization Funds as the following: *"Communities establish general stabilization funds (M.G.L. c. 40, §5B) as reserve accounts to provide emergency funds for use in a major or significant event, such as natural disaster, an uninsured loss, damage to a capital asset, or prolonged decrease in revenue. Although a general stabilization fund may be appropriated for any lawful purpose, withdrawals should be limited to mitigating emergencies or other unanticipated events that cannot be supported by current general fund appropriations. A community's target balance for a general stabilization fund varies by budget, experience, and other available reserves. A recommended goal is typically in the five to seven percent of the current operating budget range."*

They further define Special Purpose Stabilization Funds as the following: *"A community can create special purpose stabilization funds and designate specific allowable expenses. Target balances should be defined based on the specific purpose and expenditures; however, these reserves may be supported by dedicating a particular fee, charge, or other receipt to provide a consistent funding source."*

At this point in time, the goal will be to have at least the following years estimated payment in the DIman Stabilization Fund so that if in a budget cycle we are not able to absorb the assessment, we have a dedicated reserve available. We will fund this account with certified Free Cash, or any unexpended assessment appropriations, as available or needed. We are proposing to fund this now with \$4.6M from our current Free Cash certification as the payment estimate for fiscal year 2026 is just under that amount.

Sincerely,

Emily Arpke
Interim Director of Financial Services



City of Fall River
Massachusetts
Office of the Mayor

PAUL E. COOGAN
Mayor

RECEIVED

2025 APR 16 P 12:42

CITY CLERK _____
FALL RIVER, MA

April 15, 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. \$4,600,000.00 That the sum of \$4,600,000.00 be, and the same is hereby transferred to the DIMAN STABILIZATION from the FY24 SURPLUS REVENUE.

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

56

April 22, 2025

ORDERED:

That the sum of \$4,600,000.00 be, and the same is hereby transferred to
Diman Stabilization Fund from FY24 Surplus Revenue:

FY24 Surplus Revenue .

\$4,600,000.00

RECEIVED

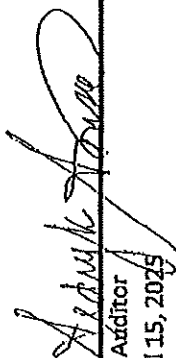
2025 APR 15 P 4:00

CITY CLERK _____
FALL RIVER, MA

FY25 Appropriation/Transfer Number Analysis

Line	Original/Revised Appropriation	Amount Transferred	Adjusted Balance
General Fund Free Cash	\$ 14,566,404.00	\$ (4,600,000.00)	\$ 9,966,404.00
Diman Stabilization Fund	\$ -	\$ 4,600,000.00	\$ 4,600,000.00

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


City Auditor
April 15, 2025

RECEIVED
2025 APR 15 P 4: 00
CITY CLERK
FALL RIVER, MA

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 generally, the following:

Name of Street	Side	Location
Broad Street	North	Starting at a point 137 feet west of Shove Street, for a distance of 20 feet westerly
Osborn Street	North	Starting at a point 156 feet east of Arpin Street, for a distance of 20 feet easterly

CITY OF FALL RIVER
IN CITY COUNCIL

APR 08 2025

*Passed Through
first Reading*

City of Fall River, In City Council

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

That Section 2-453 of Appendix A-Fee Schedule of the Code of the City of Fall River, Massachusetts, 2018, which Section relates to Fees charged by City Clerk's office, be amended, as follows:

By striking out sub-section(26), in its entirety, and inserting in place thereof, the following:

(26) Use of City's Right-of-Way (cable, wire, fiber, cabinets, etc.)

- | | |
|--|------------|
| (a) Application/Permit Fee; single permit | \$50.00 |
| (b) Application/Permit Fee; multiple permits (maximum of 5) | \$200.00 |
| (c) Recording order granting locations of poles, piers, appurtenance, fixture, abutments or conduits, or alterations or transfers thereof, and increase in the number of wires and cables or attachments under the provisions of MGL c. 166, §22 | \$70.00 |
| - For each street or way included in such order, an additional | \$30.00 |
| (d) Pole authorization for attachment of fixture, box, small cell wireless facility, appurtenance, or other non-wire attachment to a new or replacement utility pole | \$1,000.00 |
| (e) Pole authorization(s) (maximum of 5) for attachment of fixture, box, small cell wireless facility, appurtenance, or other non-wire attachment to an existing pole or structure | \$500.00 |
| - For each additional pole authorization (over 5) for an attachment to an existing pole or structure | \$100.00 |
| (f) Annual fee (renewing authorization) per fixture, box, small cell wireless facility, appurtenance, or other non-wire attachment to: | |
| - City-owned pole or structure | \$500.00 |
| - Pole or structure not owned by the City | \$270.00 |
| (g) Annual occupancy rate if located within the City's right-of-way | |
| - Cabinet/box/hub/enclosure; max. of 15 cubic feet | \$500.00 |
| - Cabinet/box/hub/enclosure; more than 15 cubic feet | \$1,000.00 |
| - Above ground rate; per linear foot of cable/wire/fiber | \$0.50 |
| - Below ground rate; per linear foot of cable/wire/fiber | \$0.75 |
| (h) Annual occupancy rate if item(s) is located on City property, but not within the right-of-way: | |
| - Cabinet/box/hub/enclosure; max. of 15 cubic feet | \$1,000.00 |
| - Cabinet/box/hub/enclosure; more than 15 cubic feet | \$2,000.00 |
| - Cable/wire/fiber, per linear foot | \$1.75 |
| (i) Daily fee, to begin accruing 90 days after property/item is no longer in use, for failure to remove property/item from City-owned property | \$50 |

CITY OF FALL RIVER
IN CITY COUNCIL

APR 08 2025

*Passed Through
first reading*

3 copies on desks & emailed 4/8/25

City of Fall River, *In City Council*

8

(Councilor Michelle M. Dionne)

WHEREAS, at a recent meeting of the Committee on Finance there was a discussion held regarding necessary updates that must be made to the existing Chapter 42, Article IV, Abutters Lots Program within the City Code, and

WHEREAS, there are new Massachusetts General Laws that are no longer congruent with various portions of the existing ordinance, such as real estate appraisal requirements and acceptable methods of property sale, and

WHEREAS, there are many abutters throughout the City that have expressed interest in purchasing eligible properties through the Abutters Lots Program, now therefore

BE IT RESOLVED, that the Committee on Ordinances and Legislation convene with Corporation Counsel and any other interested parties to discuss necessary amendments that must be applied to the existing Abutters Lots Program to achieve compliance with new state law requirements.

(Filed 4-10-2025)

City of Fall River, *In City Council*

(Vice President Linda M. Pereira)

WHEREAS, the City of Fall River is home to over 93,000 residents and, along with non-residents, are serviced by the Fall River Police Department, the Fall River Fire Department, and the Fall River Department of Emergency Medical Services, and

WHEREAS, these services, whether emergent or non-emergent, are incredibly important to the wellbeing of all residents, property owners and business owners within the City, and

WHEREAS, the leaders of all three departments work cohesively with various matters requiring collaboration within Fall River, now therefore

BE IT RESOLVED, that the Committee on Public Safety convene quarterly with the Police Chief, Fire Chief, and Chief of Emergency Medical Services to discuss any concerns, achievements or updates related to law enforcement, fire prevention, and medical services, and provide information to the public regarding available services within these departments.

(Filed 4-11-2025)

TRAVELERS

10FF 011
AGT DLG65

TRAVELERS
FINAL NOTICE OF DISPOSITION
03/28/2025

NUM I7I8005 AD
DOL 03/13/25
CL OFF AUTO EXPRESS MASSACHUSETTS
SUPVR SAB1

NEW ENGLAND FAMILY INS

INSURED: JULIUS RICHARDSON

PIN: 0DLG65 615670960 232 1

LOC ACC: FALL RIVER MA
DRIVER: JULIUS RICHARDSON

BENEFIT ST:
CAR: 2018 FORD 3FA6P0HD1JR164538 MA

ACCDISC: LOCATION: CITY; PARKING AREA. COLLISION WITH FIXED OBJECT.
STRUCK SOMETHING IN ROAD.

LOSS AMOUNTS:

COLL 2974.58

NET TOTAL PAID 2974.58
TOTAL RECOVERY % 0%

CLAIMANT INFORMATION:

001 JULIUS RICHARDSON

TOTAL 2974.58

COLL 2974.58

SAVE TIME AND MONEY! ALL OPEN AND CLOSED CLAIMS CAN BE VIEWED ON AGENT HQ AT
WWW.TRAVELERSAGENTS.COM. LOG IN FOR REAL-TIME CLAIM INFORMATION, INCLUDING YOUR
AGENCY'S NEW OPEN AND CLOSED CLAIM NOTIFICATIONS RIGHT ON THE HOMEPAGE.
FOR MORE INFORMATION, CONTACT YOUR TRAVELERS REPRESENTATIVE.

RECEIVED
2025 APR -8 P 3:52
#25-144
CITY CLERK
FALL RIVER, MA



RECEIVED

2025 APR -9 P 12: 03

CITY CLERK 25-15
FALL RIVER, MACity of Fall River
Notice of Claim

1. Claimant's name: Progressive Casualty Insurance Company A/S/O GRIFFITHS, LEROY
2. Claimant's complete address: PO Box 94639 Cleveland, OH 44101
3. Telephone number: Home: 877-818-0139 Work: _____
4. Nature of claim: (e.g., auto accident, slip and fall on public way or property damage):
ACCIDENT | INTERSECTION | CV MADE LEFT TURN AND COLLIDED WITH IV
5. Date and time of accident: 07/30/2024, 11:00 PM ET Amount of damages claimed: \$ \$7,185.60
6. Exact location of the incident: (include as much detail as possible):
S MAIN ST & WILLIAMS ST. IN FALL RIVER, MA
7. Circumstances of the Incident: (attach additional pages if necessary):
OUR INSURED WAS TRAVELING AT S MAIN ST & WILLIAMS ST. IN FALL RIVER, MA WHEN A CITY POLICE VEHICLE, WITH PLATE #: MPF349 OPERATED BY ADELAKUN, MOHAMMED, FAILED TO MAINTAIN PROPER LOOKOUT AND YIELD THE RIGHT OF WAY, MADE AN IMPROPER LEFT TURN AND STRUCK OUR INSURED'S VEHICLE. WE ARE SEEKING REIMBURSEMENT FOR OUR INSURED'S VEHICLE DAMAGES.
8. Have you submitted a claim to any insurance company for damages arising from this incident? If so, name and address of insurance company: ☒ Yes ☐ No
Progressive Casualty Insurance Company PO Box 94639 Cleveland, OH 44101

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

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

Date: 3.28.2025Claimant's signature: Amanda Smith

Progressive Casualty Insurance Company SUBROGATION SPECIALIST

WHEN TO FILE: If your claim is based on a defect in a public way, you must file within 90 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☒ PoliceDate: 4/9/25



RECEIVED

City of Fall River
Notice of Claim

2025 APR 10 P 12:08

1. Claimant's name: Bruce Fortado CITY CLERK 25-16
FALL RIVER, MA
2. Claimant's complete address: 886 New Boston RD, Fall River, MA, 02720
3. Telephone number: Home: 508 617 3623 Work: _____
4. Nature of claim: (e.g., auto accident, slip and fall on public way or property damage):
Damages to vehicle's tire and rim
5. Date and time of accident: 4/8/25 4:00 PM Amount of damages claimed: \$ 221.53 + 172 = \$393.53
6. Exact location of the incident: (include as much detail as possible):
near 246 Quequechan St, Fall River, MA
7. Circumstances of the incident: (attach additional pages if necessary):
Damage to tire and rim printed
photos
8. Have you submitted a claim to any insurance company for damages arising from this incident? If so, name and address of insurance company: ☐ Yes ☒ No

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

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

Date: 4/9/25

Claimant's signature: Bruce Fortado

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 ☒ DCU

Date: 4/11/25



OPEN MEETING LAW COMPLAINT FORM

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

RECEIVED

2025 APR 11 AM 11:22

Please note that all fields are required unless otherwise noted. CITY CLERK
FALL RIVER, MA

Your Contact Information:

First Name: Rebecca Last Name: Collins

Address: PO Box 2515

City: Fall River State: MA Zip Code: 02722

Phone Number: 5086785201 Ext.

Email: rebeccacollins@gmail.com

Organization or Media Affiliation (if any): none

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: 04/08/2025

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.

During the Fall River City Council meeting held on Tuesday, April 08, 2025, the board engaged in a detailed discussion regarding the external investigation of a Fall River Police employee and brought the HR director down to discuss a personnel matter, which was not included on the publicly posted meeting agenda. This extended discussion appeared to involve deliberation on matters within the council's jurisdiction and may have influenced decision-making or future action.

According to the Massachusetts Open Meeting Law (M.G.L. c. 30A, §§ 18-25), public bodies are required to provide notice of topics that will be discussed at a meeting, ensuring that the public is adequately informed and has the opportunity to attend and participate as appropriate. The law allows for brief, unanticipated comments on matters not on the agenda, but sustained or in-depth discussions are prohibited unless the topic was reasonably anticipated and properly listed in the meeting notice.

By engaging in a substantive discussion of a non-agenda item, the board violated the transparency requirements of the Open Meeting Law, potentially limiting public awareness and participation.

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.

- *Acknowledge the Violation Publicly
- *Include the Topic on a Future Agenda
- *Avoid Acting on the Discussion
- *Provide Training or a Refresher on Open Meeting Law
- *Document Corrective Measures

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: _____



OPEN MEETING LAW COMPLAINT FORM

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

RECEIVED

Please note that all fields are required unless otherwise noted.

2025 APR 14 P 3:53

Your Contact Information:

First Name: Patrick

CITY CLERK
FALL RIVER, MA
Last Name: Higgins

Address: P O Box 290

City: Northport State: AL Zip Code: 35476

Phone Number: 5086743140 Ext. _____

Email: patrick@openmeetinglawenforcer.com

Organization or Media Affiliation (if any): Patrick Higgins and Associates

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: Joseph D Camara, President

Date of alleged violation: 4/8/25

Email: s. (contact)
4/14/25

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 violated the open meeting law as follows:

1. The city council President declared the meeting in recess at 3:38 hours into the meeting and the microphones were muted and "elevator" music was played WHILE THE CITY COUNCIL PRESIDENT AND MEMBERS OF THE CITY COUNCIL CONTINUED TO DELIBERATE. See <https://www.facebook.com/share/r/1BdBEzsyND/?mibextid=wwXlfr> for a recording made by a observe present at the meeting after the microphones were shut down.
2. City Councilors Hart and Kilby continually were having side conversations between themselves throughout the entire meeting. See the video of the full meeting at <https://www.youtube.com/watch?v=Rmvy3yw5xag>
3. This is NOT the first time that the Fall River City Council has been found in violation of the open meeting law for improper deliberation. This is a WILLFUL violation and the \$1000 fine needs to be imposed against them again. (They have previously been found to have willfully violated the deliberation restriction and fined \$1000 in the past.)

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.

This is a willful violation and the Division should find this intentional and impose the \$1000 fine.

Review, sign, and submit your complaint

I. Disclosure of Your Complaint.

Public Record. Under those 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: 4/14/25

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City of Fall River
Massachusetts
Office of the Mayor

PAUL E. COOGAN
Mayor

RECEIVED

2025 APR 17 P 2:33

CITY CLERK _____
FALL RIVER, MA

April 17, 2025

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

Dear Councilor President and Members of the Honorable Council:

Dear Honorable Council Members:

Attached please find a Tax Increment Exemption (TIE) Agreement between the city of Fall River and MassCan Capital, LLC for your review and 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

RESOLUTION

APPROVING
HOUSING DEVELOPMENT INCENTIVE PROGRAM
AND
TAX INCREMENT EXEMPTION
AND
CERTIFIED PROJECT STATUS
OF
MASSCAN CAPITAL, LLC OR ITS NOMINEE

WHEREAS on April 15, 2025 MASSCAN CAPITAL, LLC submitted a Tax Increment Exemption (TIE) and Certified Project Status request to the City of Fall River in accordance with the rules and regulations set forth in the Massachusetts Housing Development Incentive Program created by Chapter 40V of the Massachusetts General Laws and promulgated thereunder at 760 CMR 66.00 (HD TIE), and

WHEREAS, MASSCAN CAPITAL, LLC or its Nominee previously submitted Tax Increment Exemption (TIE) and Certified Project Status request to the City of Fall River Tax Increment Financing Board which unanimously approved the request on April 15, 2025, and

WHEREAS, the City of Fall River has been designated a gateway municipality by the Commonwealth of Massachusetts and MASSCAN CAPITAL, LLC or its Nominee plans to invest an estimated \$41,000,000 to create eighty-nine market rate residential units at 460 Globe Street, Fall River, Massachusetts, and

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

WHEREAS, the proposed Local Housing Development Certified Project is located at 460 Globe Street, Fall River, Massachusetts, which is within the boundaries of the gateway municipality of Fall River and a designated Housing Development Zone, and

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

BE IT RESOLVED that the City Council of Fall River approves the MASSCAN CAPITAL, LLC or its Nominee Housing Development Incentive Program Tax Increment Exemption and Certified Project Status contingent upon MASSCAN CAPITAL, LLC's acquisition of 460 Globe Street, and forwards the same for final project certification to the Massachusetts Executive Office of Housing and Livable Communities Department of Housing for its approval and endorsement.

HOUSING DEVELOPMENT INCENTIVE PROGRAM**TAX INCREMENT EXEMPTION (TIE) AGREEMENT****BETWEEN****THE CITY OF FALL RIVER****and****MASSCAN CAPITAL, LLC**

This AGREEMENT is made this _____ day of _____, 2025 by and between the City of Fall River ("Municipality") and MassCan Capital LLC, a Massachusetts Limited Liability Corporation with an address at 165 Lenox Street, Unit 404, Norwood, MA 02062.

Section 1 – Agreement

The Municipality and the Sponsor, for good and valuable consideration and in consideration of the covenants and agreements herein contained, hereby make this agreement regarding a tax increment exemption pursuant to the Housing Development (HD) Incentive Program, M.G.L. c. 40V and the regulations promulgated thereunder at 760 CMR 66.00 (HD TIE), with respect to the Property as herein defined.

Section 2 – Definitions

Each reference in this Agreement to the following terms shall be deemed to have the following meanings:

Act:	M.G.L. c. 40V as may be amended from time to time.
Completion:	Certificates of occupancy have been issued for the entire Project.
EOHLC:	Executive Office of Housing and Livable Communities
DHCD:	Department of Housing and Community Development
Event of Default:	An "Event of Default" as defined in Section 5 below.
Final Certification:	Determination by EOHLC that the Sponsor has completed the new construction or substantial rehabilitation of the Property, consistent with the New Construction or Rehabilitation Plans, including the creation of MRRUs, as set forth in the Act and the Regulations.
Fiscal Year:	An annual period of July 1 through June 30.
HD Project:	A Certified Housing Development Project as defined in the Act and the Regulations.

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HDIP – Form of Tax Increment Exemption Agreement – RENTAL

HD Zone: The Housing Development Zone adopted by the Fall River City Council on December 13, 2013 and approved by EOHLC (formerly DHCD) on July 10, 2014, as Amended on July 29, 2020 and further Amended on September 12 2023 and recorded with the Bristol County Registry of Deeds.

Lead Municipality: City of Fall River

MRRU: Market Rate Residential Unit(s) as defined at Section 3.B.1.

Property: 460 Globe Street as shown in Exhibit 1, "Map of Property" and further described in Exhibit 2, "Legal Description of Property".

Regulations: 760 CMR 66.00.

New Construction or Rehabilitation Plans: The material submitted for Conditional Certification pursuant to 760 CMR 66.05(3)(a) and approved by EOHLC.

Sponsor: MassCann Capital LCC, a Massachusetts Limited Liability Corporation with an address at 165 Lenox, Norwood, MA 02062 its successors and assigns.

Section 3 – Sponsor's Covenants

A. New Construction or Substantial Rehabilitation of the Property. Sponsor will undertake the new construction or substantial rehabilitation of the Property in accordance with the work and schedule set forth in the New Construction or Rehabilitation Plans.

B. Market Rate Residential Units.

1) There shall be a total of 89 residential rental units created in the Project comprised of Four (4) Studio, Fifty Seven (57) One bedroom and Twenty Eight (28) Two Bedroom units. The monthly rent for such units shall be priced- consistently with prevailing rents or sale prices in the Municipality as determined based on criteria established by the Department, as set forth in Exhibit 3, "Market Rate Residential Units – Pricing Plan".

2) Sponsor shall use good faith efforts to maintain the units as MRRUs for a minimum of 10 years.

C. Marketing. Sponsor shall cause the MRRU to be marketed in a manner that is consistent with the strategies, implementation plan and affirmative fair housing efforts set out in the New Construction or Rehabilitation Plans.

D. HD Project Certification. Sponsor shall take all actions reasonably necessary to obtain Final Certification of the Property as an HD Project including but not limited to submitting applications to EOHLC for Conditional Certification and Final Certification consistent with the requirements of the Act and the Regulations.

Section 4 – Tax Increment Exemption

Municipality agrees to grant Sponsor an exemption to the real property taxes due on the Property pursuant to G.L. c.59 according to the following terms.

- A. Base Value. Consistent with 760 CMR 66.06(c), the Base Value is equal to the assessed value (or aggregate thereof) of the parcel(s) that comprise the property as of the fiscal year in which a HD Tax Increment Exemption Agreement is executed by the Sponsor and the Municipality with respect to the parcel or parcels, as the case may be, and prior to the start of any new construction or Substantial Rehabilitation activities, including demolition, minus the assessed value attributable to any portion of the property that was assessed as other than residential in the applicable fiscal year and remains non-residential after completion of new construction or Substantial Rehabilitation.

At the time of Execution, the base value of this property is expected to be \$1,523,800.00. This value is subject to change and will be re-confirmed at the time the exemption percentage is applied starting on the effective date of the agreement

- B. MRRU Percentage. 100 per cent. The MRRU Percentage shall be confirmed as required in paragraph F, below.

- C. Exemption Percentage. Commencing on the Effective Date which shall be Fiscal Year 1: 80% for Fiscal Years 1-5 and 20% for Fiscal Years 6-10.

- D. The Increment. As defined at 760 CMR 66.06(1)(b)(1).

- E. Calculation. For each Fiscal Year during the term of this Agreement, the HD TIE shall be determined by applying the Exemption Percentage to the property tax on the Increment.

- F. Confirmation or Amendment of Calculation. Upon Completion, and prior to applying for Final Certification of the Project, the Sponsor and Municipality shall file a "Tax Increment Exemption – Confirmation of Calculation" in the form attached as Exhibit 4 ("TIE Confirmation"). To the extent that the dates or figures in the TIE Confirmation differ from those set forth in this Agreement, the contents of the TIE Confirmation shall control and shall be deemed to have amended this Agreement.

Section 5 – Default

- A. Event of Default. An "Event of Default" shall arise under this Agreement upon the occurrence of any one or more of the following events:

1) Breach of Covenant Prior to Final Certification. Subject to the limitations set forth in the Regulations at section 66.05(4)(b), Sponsor defaults in the observance or performance of any material covenant, condition or agreement to be observed or performed by Sponsor pursuant to the terms of this Agreement, and the continuance of such default for thirty (30) days after written notice thereof from the Municipality; provided, however, that if the curing of such default cannot be accomplished with due diligence within said period of thirty (30) days, then Sponsor shall have such additional reasonable period of time, not to exceed thirty (30) days, to cure such default provided the Sponsor shall have commenced to cure such default within the initial thirty (30) day period, such cure shall have been diligently prosecuted by the Sponsor thereafter to completion.

2) Breach of Covenant Subsequent to Final Certification. Sponsor's conduct is materially at variance with the representations made in its New Construction or Rehabilitation Plans; such variance is found to frustrate the public purposes that Final Certification was intended to advance, and the continuance of

such default for thirty (30) days after written notice thereof from the Municipality; provided, however, that if the curing of such default cannot be accomplished with due diligence within said period of thirty (30) days, then Sponsor shall have such additional reasonable period of time, not to exceed thirty (30) days, to cure such default provided the Sponsor shall have commenced to cure such default within the initial thirty (30) day period, such cure shall have been diligently prosecuted by the Sponsor thereafter to completion.

3) Misrepresentation. Any representation made herein or in any report, certificate, financial statement or other instrument furnished in connection with this Agreement shall prove to be false in any material respect.

B. Rights on Default.

1) Prior to Final Certification. Upon the occurrence of an Event of Default prior to Final Certification, then this Agreement shall become null and void.

2) Subsequent to Final Certification. Upon the occurrence of an Event of Default subsequent to Final Certification, then:

a. Revocation of Certification. Pursuant to the terms of the Act, the Municipality, may, at its sole discretion, request that EOHLC revoke the Final Certification of the Project, such revocation to take effect on the first day of the fiscal year in which EOHLC determines that a material variance commenced.

b. Termination of Agreement. Upon revocation of certification, this Agreement shall become null and void as of the effective date of such revocation.

c. Recoupment of Economic Benefit. Upon revocation of certification, the Municipality may bring a cause of action against Sponsor for the value of any economic benefit received by Sponsor prior to or subsequent to such revocation.

3) Other Remedies. The Municipality's rights upon the occurrence of an Event of Default are in addition to those granted to EOHLC and the Massachusetts Commissioner of Revenue under the terms of the Act.

Section 6 – Miscellaneous

A. Effective Date. The effective date of the HD TIE shall be July 1st of the first Fiscal Year following EOHLC's Final Certification of the HD Project pursuant to the requirements of the Act and the Regulations. The Effective Date shall be confirmed as required under Section 4.F above.

B. Term of Agreement. This Agreement shall expire upon the Municipality's acceptance of the annual report, as required below, for the final Fiscal Year for which the Municipality is granting the TIE.

C. Reporting. Sponsor shall submit reports to the Municipality not later than thirty (30) days after June 30 of each Fiscal Year for the term of this Agreement. Each report shall contain the following information:

1) Until Completion, the status of construction in relation to the schedule contained in the New Construction or Rehabilitation Plan;

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2) Until Completion, the status of marketing in relation to the New Construction or Rehabilitation Plans; and

3) For each MRRU, the number of bedrooms in the unit, whether it was leased as of the end of the most recent fiscal year and the monthly rent charged.

D. Assignment. The Sponsor shall not assign any interest in this Agreement, and shall not transfer any interest in the same, without the prior written consent of the Municipality, which approval shall not be unreasonably withheld. The foregoing notwithstanding, the rights and obligations of this Agreement shall inure to the benefit of any entity succeeding to the interests of the Sponsor by merger.

E. Notices. In conjunction with concurrent electronic submission as provided for below or, if reasonable efforts can determine that such information is no longer current, otherwise reasonably obtainable and verifiable electronic contact information, any notice, request, instruction or other document to be given hereunder to either party by the other shall be in writing and delivered personally or sent by recognized overnight courier, receipt confirmed or sent by certified or registered mail, postage prepaid, as follows, and, unless general measures for electronic receipt as a substitute are in place at such time or can otherwise be reasonably assumed due to publicized or immediately foreseeable remote working conditions, shall be conclusively deemed to have been received and be effective on the day on which personally delivered or, if sent by certified or registered mail, three (3) days after the day on which mailed or, if sent by overnight courier, on the day after delivered to such courier.

1) Municipality: Attention: Mayor's Office
City of Fall River
One Government Center
Fall River, MA 02722
Email: Mayor@fallriverma.gov

2) Sponsor: Edd Hamzanlul
Manager
MassCan Capital, LLC
165 Lenox, Norwood, MA 02062
Email: edd@masscancapital.com

3) Copy to EOHL: All such notices shall be copied to EOHL at:

HDIP Program Coordinator
Department of Housing & Community Development
100 Cambridge Street, Suite 300
Boston, MA 02114
eohlchdip@mass.gov

4) Change of Address. Either party may change the address to which notices are to be sent to it by giving written notice of such change of address to the other party in the manner herein provided for giving notice.

F. Modifications. No modification or waiver of any provision of this Agreement, nor consent to any departure by the Sponsor therefrom shall in any event be effective unless the same shall be in writing, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given. No failure or delay on the part of Municipality in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall a single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

IN WITNESS WHEREOF, the Sponsor has caused this Agreement to be duly executed in its name and behalf and its seal affixed by its duly authorized representative, and the Municipality has caused this Agreement to be executed in its name and behalf and its seal duly affixed by its Mayor and City Council as of the day and year first above written.

[SIGNATURES ON NEXT PAGE]

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HDIP – Form of Tax Increment Exemption Agreement – RENTAL

CITY OF RIVER

MASSCAN CAPITAL, LLC

By: Mayor Paul E. Coogan

By: Edd Hamzanlul
Its: Manager

By: Joseph D. Camara
President, City Council

EXHIBIT 1

MAP OF PROPERTY

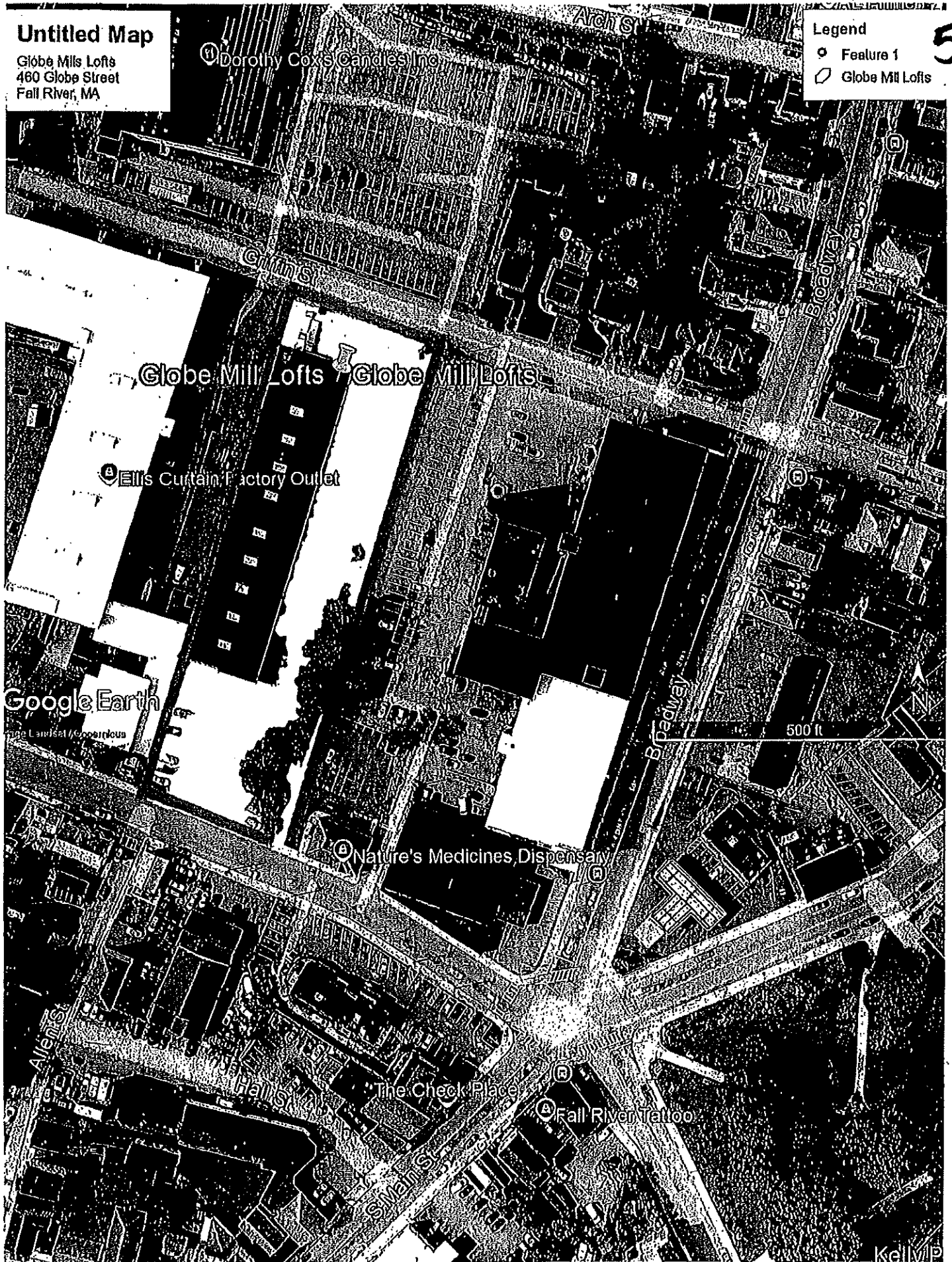
Untitled Map

Globe Mills Lofts
460 Globe Street
Fall River, MA

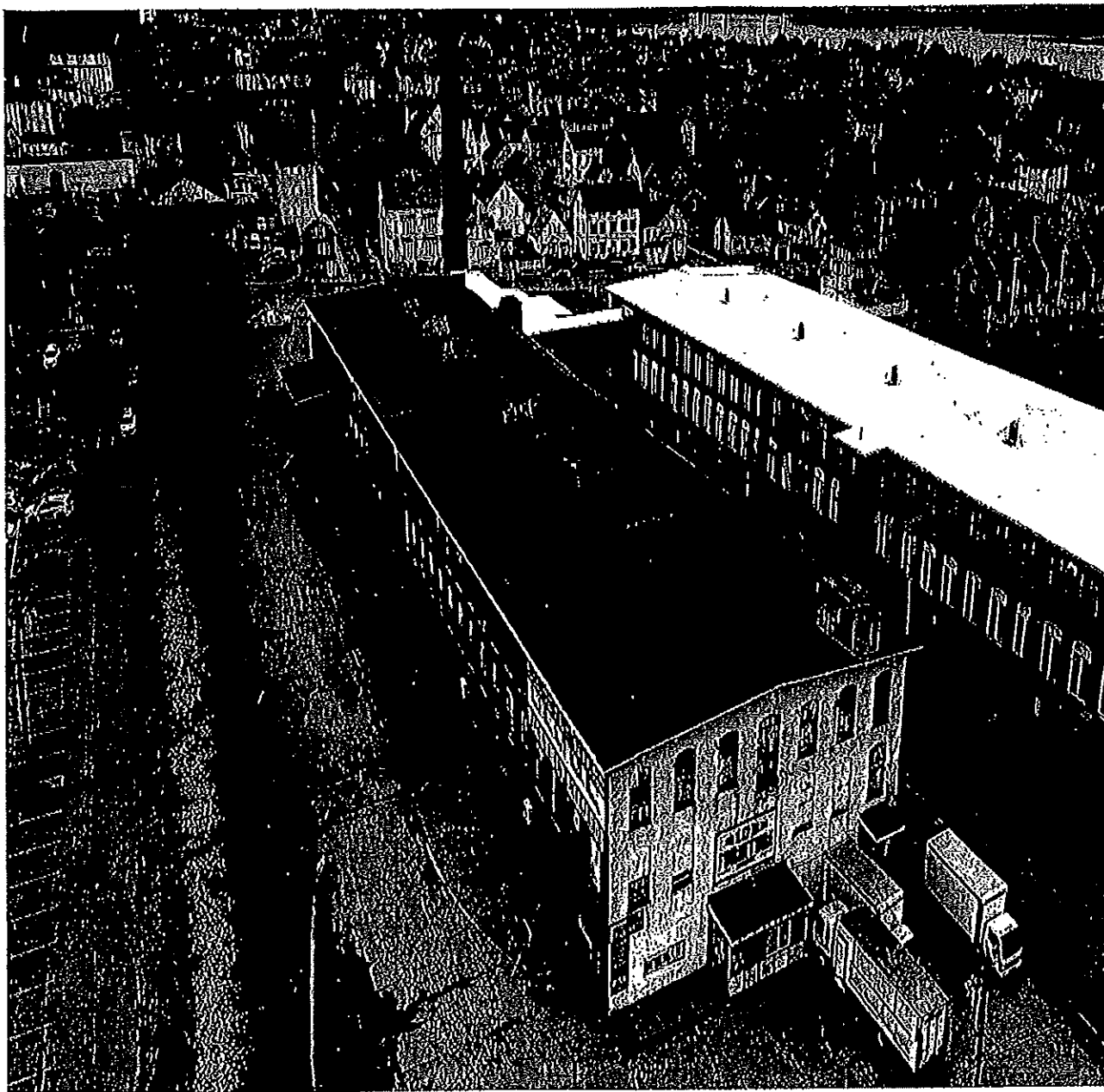
Legend

- Feature 1
- Globe Mill Lofts

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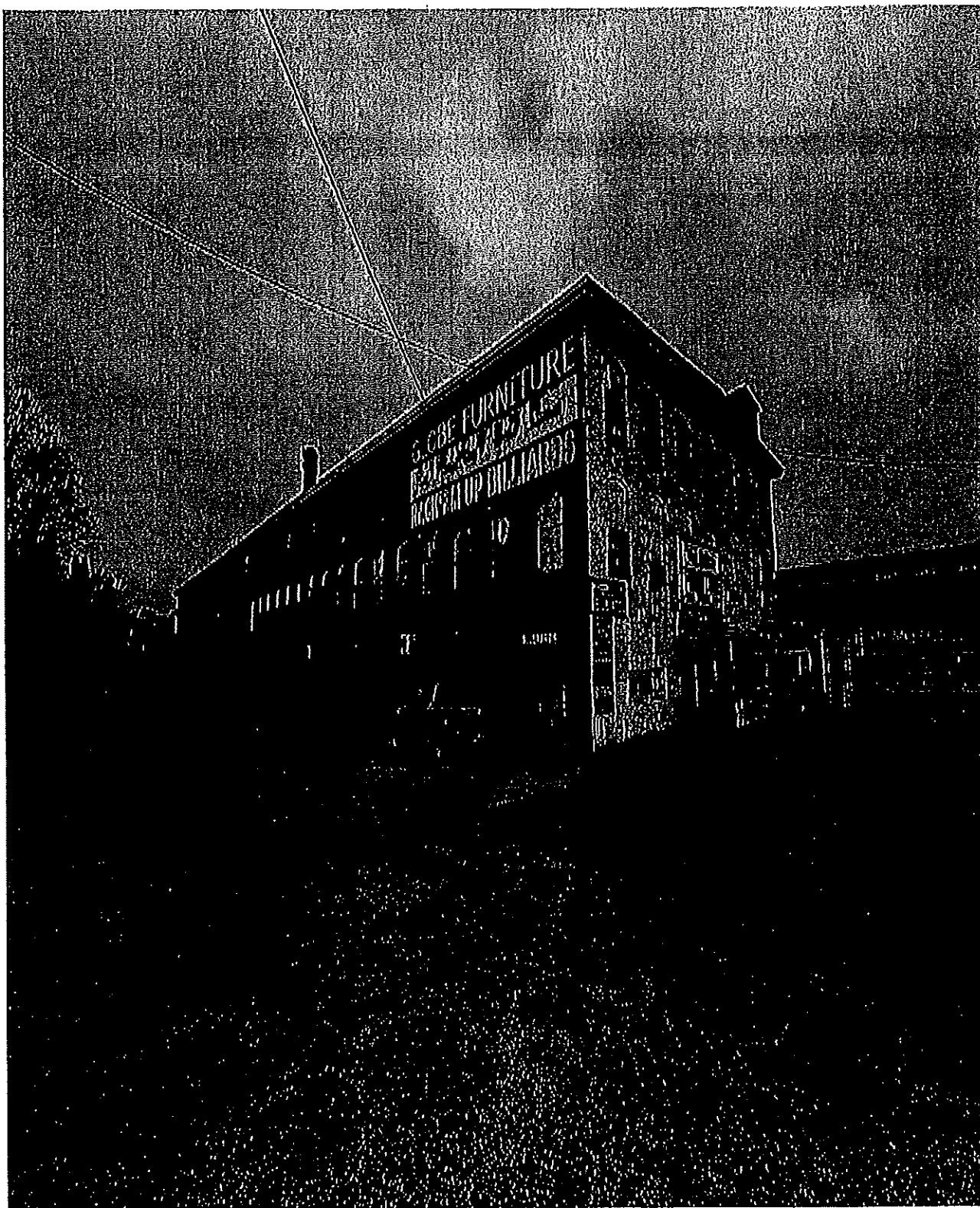


EXHIBIT 2.

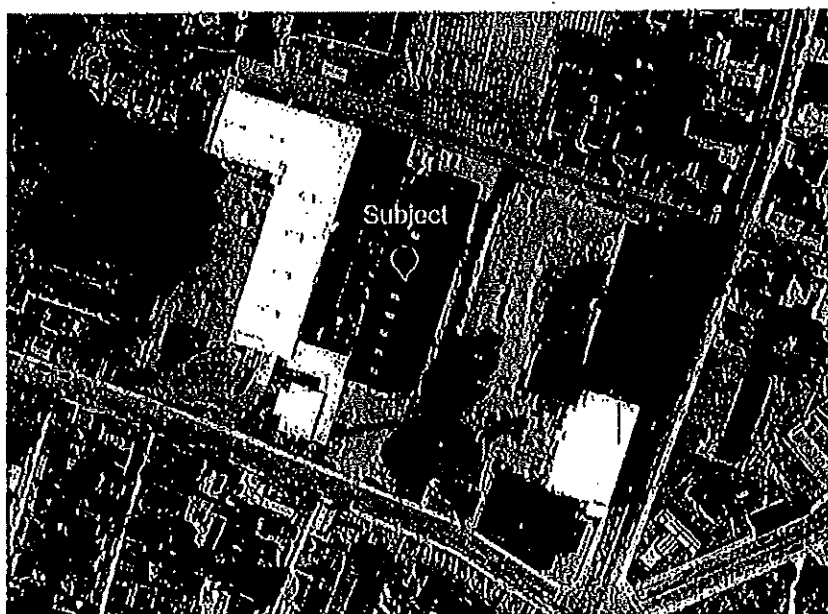
DESCRIPTION OF PROPERTY

PROPOSED PROJECT DESCRIPTION

Site Analysis

The subject property consists of a parcel of land with a total of 73,680 square feet located along Globe Street in Fall River, Massachusetts. It is improved with a four-story industrial building that is currently used as a flea market and warehouse.

Exhibit 1 – Aerial Location Map



We have relied upon our inspection, legal descriptions, site plans and reports provided by the developer, and other public data for information on the site. We assume no responsibility for errors in public information or information received from knowledgeable parties.

Shape:	Irregular.
Total Land Area:	73,680 square feet, according to information provided by the developer.
Frontage/Access:	The subject site has frontage along Globe Street and Griffin Street.

Topography: The site slopes downward from Globe Street to Griffin Street

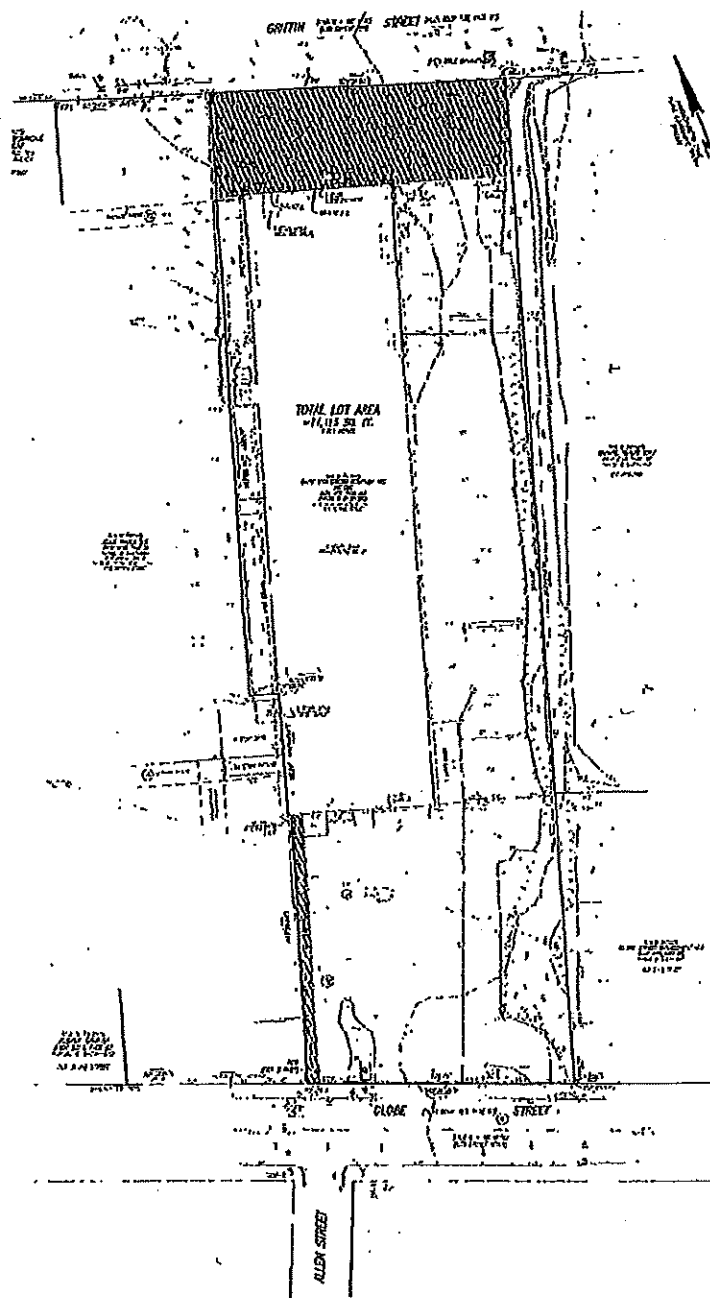
Utilities: Municipal water and sewer, electric, gas, and telephone are available to the site.

Soil Conditions: Soil reports were not reviewed by the appraiser. It is assumed that the ground is of sufficient load bearing capacity to support the existing and any proposed improvements.

Environmental: The subject site appears on the Massachusetts Department of Environmental Protection "List of Confirmed Sites and Locations to be Investigated" as of the date of this appraisal. It reached a Response Action Outcome with a Permanent Solution in 1995. We have assumed that there are no environmental issues that pose any adverse impact on the development potential of the site

Existing Improvements: The site is currently improved with a four-story industrial building containing a total of 73,680 square feet. It is currently in fair condition.

Exhibit 2 -- Site Plan



See Correcting Note BK. 841 Pg. 158 See Tax Lien Waiver BK. 842 Pg. 439

8538

816 REG 216

Griffin Realty Corp. a corporation duly established under the laws of the Commonwealth of Massachusetts and having its usual place of business at Fall River, Bristol County, Massachusetts, for consideration paid grants to Cape Cod Dress Co., Inc., a corporation duly established under the laws of said Commonwealth and having its usual place of business at said Fall River, with quitclaim covenants the land in said Fall River, Bristol County, Massachusetts together with all buildings and improvements thereon bounded and described as follows:

LOT ONE: Commencing at the Northeast corner of the lot to be described at a stone bound, said stone bound being on the Southerly side of Griffin Street 320 feet from the Southwest corner of Broadway and Griffin Streets; again beginning at this stone bound and running by the Southerly line of Griffin Street 151.85 feet for a corner; thence turning an interior angle of 88 degrees, 34 minutes and 30 seconds and running Southerly 308.39 feet for a corner; thence turning an interior angle of 90 degrees and 7 minutes and running Easterly 15.75 feet for a corner to the center line of the second floor brick wall of Mill No. 1 on said Plan; thence turning an interior angle of 269 degrees and 53 minutes and running Southerly through the center line of said brick wall 62.38 feet for a corner; thence making an interior angle of 90 degrees and running Easterly 1.67 feet for a corner; thence turning an interior angle of 270 degrees and 33 minutes and running Southerly 137.04 feet to a steel bolt on the Northerly side of Globe Street for a corner; thence turning an interior angle of 93 degrees, 43 minutes and 30 seconds and running Easterly by the North side of Globe Street 136.20 feet to a steel bolt; thence turning an interior angle of 85 degrees 43 minutes and running Northerly by land now or formerly belonging to Ukrainian National Home of Fall River, Inc. and land now or formerly belonging to Laurel Lake Properties, Inc. 514.10 feet to the stone bound on the Southerly side of Griffin Street and the point of beginning, there forming an interior angle of 91 degrees and 26 minutes, containing 1.73 acres of land more or less and howsoever described, being the parcel of land described as Parcel 1 on Plan of Land belonging to David S. Schneerson, located in Fall River, Massachusetts, Leo W. Grenier, Reg. L. S., 49 Purchase Street, Fall River, Mass., Scale 1"=30', dated May 1, 1959, which Plan is recorded in the Bristol County Fall River District Registry of Deeds in Book 32; Page 11.

- 2 -

Being the same premises conveyed to this Grantor by deed of David S. Schneiersen dated May 15, 1959 and recorded with said Registry of Deeds in Book 711, Page 311.

This deed is given together with the benefit of and subject to all rights, reservations, easements, and agreements as set forth in the deed from David S. Schneiersen to Griffin Realty Corp. dated May 15, 1959 and recorded with said Registry of Deeds in Book 711, Page 311, insofar as same are now in force and applicable hereto; and together with the benefit of and subject to the agreement by and between David S. Schneiersen and Griffin Realty Corp. dated May 15, 1959 and recorded with said Registry of Deeds in Book 727, Page 282.

LOT TWO:

FIRST PARCEL: Beginning at the southeasterly corner of the lot to be described at the northwesterly corner of Griffin Street, an accepted Fall River Street running westerly from Broadway, and South Beach Street, a partially proposed and partially accepted street, as delineated on plan hereinafter referred to, and running thence northerly by said South Beach Street three hundred two and 43/100 (302.43) feet to land of Prescott Jennings et al for a corner; thence running westerly by last named land two hundred fifty (250) feet to South Almond Street as delineated on said plan; thence running southerly by said South Almond Street two hundred seventy-nine and 08/100 (279.08) feet to Griffin Street; thence running easterly by said Griffin Street two hundred fifty-one and 12/100 (251.12) feet to the point of beginning, containing 72,687 square feet, more or less, being lots 9, 10, 11, 12, 13, 14, 15 & 16 inclusive on Block #24 on plan entitled "Plat of Land belonging to American Print Works," filed in Bristol County Fall River District Registry of Deeds, Copied Records, Plan Book 4, Page 22, February 11, 1881.

SECOND PARCEL: Beginning at the southwesterly corner of the lot to be described at the northeasterly corner of Griffin and South Beach Streets, referred to above, and running thence northerly by said South Beach Street two hundred sixty-six and 17/100 (266.17) feet to proposed Arch Street, as shown on above referred to plan; thence running easterly by said Arch Street two hundred seventy-six and 82/100 (276.82) feet to

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BOOK 816 PAGE 220

- 3 -

land supposed to belong to United Industries; thence running southerly one hundred forty (140) feet, westerly one hundred six (106) feet and southerly again one hundred forty-two and 12/100 (142.12) feet all by said United Industries' land to said Griffin Street; thence running westerly by said Griffin Street one hundred seventy-one and 56/100 (171.56) feet to the point of beginning, containing 61,670 square feet, more or less, and being lots 1, 2, 3, 4, 5, and 7 and the westerly portion of lot 6 and the westerly portion of lot 9 on Block #27 on above referred to plan.

Also hereby conveying all its right, title and interest in and to said Arch Street and that portion of said South Beach Street lying southerly of the north line of Arch Street extended westerly across South Beach Street as delineated on said plan.

Being the same premises conveyed to this grantor by deed of Prescott Jennings, et al Trustees, dated February 13, 1961 and recorded with said Fall River District Bristol County Registry of Deeds Book 748 pages 290 - 292 and by deed of Young Men's Christian Association of Fall River dated February 21, 1961 and recorded with said Fall River District Bristol County Registry of Deeds, Book 748, pages 293 - 295.

See also correcting deed in reference to lot numbers in Second Parcel dated July 19, 1961 and recorded in said Registry of Deeds, Book 758 page 15.

Subject to a prior mortgage given to the B.N.C. Duffee Trust Company which the grantee hereby assumes and agrees to pay in the amount of Fifty-Seven Thousand Two Hundred Dollars (\$57,200.00).

In Witness Whereof, the said Griffin Realty Corp. has caused its corporate seal to be hereto affixed and these presents to be signed, acknowledged and delivered in its name and behalf by Harry Cohen, its President hereto duly authorized, this thirty-first day of October in the year one thousand nine hundred and sixty three.

Signed and sealed in the presence of:

Griffin Realty Corp.

BY

[Signature]

[Signature]

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THE COMMONWEALTH OF MASSACHUSETTS

BRISTOL, SS:

October 31st, 1963

Then personally appeared the above-named Harry Cohen and
acknowledged the foregoing instrument to be the free act and deed of the
Griffin Realty Corp.

before me,

Benjamin J. J. J.
Notary Public

My Commission Expires JUNE 1, 1967

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See CORRECTING NOTE BK. 841 Pg. 158

BOOK 816 PAGE 222

CERTIFICATE OF CLERK

GRIFFIN REALTY CORP.

I, Melvin Cohen, of Somerset, Massachusetts, do hereby certify that I am the duly elected, qualified and Acting Clerk of GRIFFIN REALTY CORP., a Massachusetts corporation having its principal place of business in Fall River, Bristol County, Massachusetts; that Harry Cohen is the duly elected, qualified and acting President of the said corporation; that at a special meeting of the stockholders and directors called and held on September 19, 1963, at which meeting all of the stockholders and directors were present in person and acting throughout, the following vote, of which the following is a true copy, was unanimously adopted:

"VOTED: That the President and Treasurer be and they are hereby authorized and directed to sell all of the assets of this corporation to Cape Cod Dress Co., Inc., a corporation duly organized under the laws of Massachusetts, subject to all liabilities including but not limited to accrued and contingent items of this corporation which the said Cape Cod Dress Co., Inc. shall assume and agree to pay for a net sum equal to the book value of the said property as the same may be determined by the accountant of said corporation as determined as of the close of business on October 31, 1963. Said transfer and purchase shall take effect as of the close of business on October 31, 1963."

I further certify that the above meetings were held and the above votes were adopted in accordance with the Bylaws of said Corporation.

I further certify that as of this date, the said Harry Cohen is the President of the Corporation and that the Authority granted to him by the foregoing vote is consistent with the Bylaws of said Corporation, and that said vote has not been repealed or amended and is now in full force and effect.

IN WITNESS WHEREOF, I have hereto set my hand and the seal of Griffin Realty Corp. this 31st day of October, 1963.



Melvin Cohen
Clerk

Unofficial Property Record Card - Fall River, MA

General Property Data

Parcel ID	G-27-0009	Account Number	
Prior Parcel ID	--		
Property Owner	CAPE COD DRESS CO INC	Property Location	460 GLOBE ST
		Property Use	IND WHS
Mailing Address	460 GLOBE ST	Most Recent Sale Date	1/1/1900
		Legal Reference	N/A
City	FALL RIVER	Grantor	
Mailing State	MA	Zip	02724
Parcel Zoning	IND	Sale Price	0
		Land Area	1.730 acres

Current Property Assessment

Card 1 Building Value	1,246,400	Xtra Features Value	21,600	Land Value	226,900	Total Value	1,494,900
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Building Description

Building Style	PROCESSING	Foundation Type	CONCRETE	Flooring Type	CERAMIC TL
# of Living Units	1	Frame Type	WOOD	Basement Floor	CONCRETE
Year Built	1900	Roof Structure	GABLE	Heating Type	STEAM/HOTWAT
Building Grade	FAIR (+)	Roof Cover	TAR+GRAVEL	Heating Fuel	GAS
Building Condition	Fair	Siding	BRICK VENR	Air Conditioning	0%
Finished Area (SF)	73680	Interior Walls	MINIMUM	# of Bsmt Garages	0
Number Rooms	0	# of Bedrooms	0	# of Full Baths	0
# of 3/4 Baths	0	# of 1/2 Baths	7	# of Other Fixtures	1

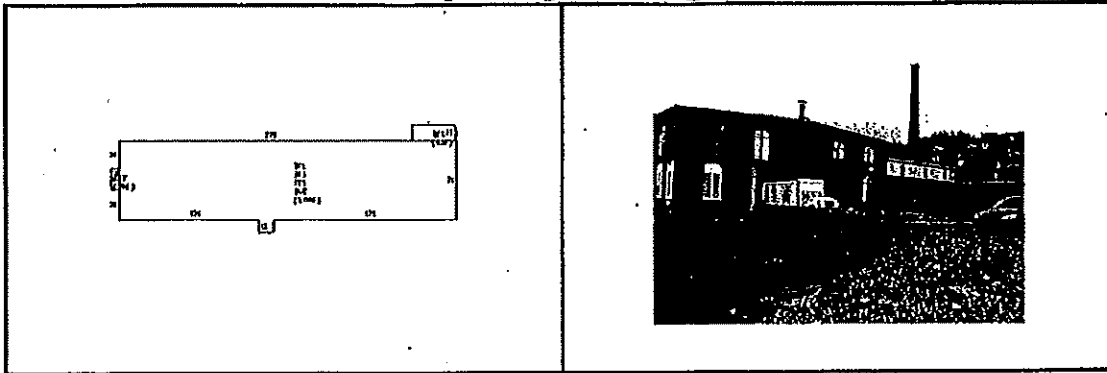
Legal Description

Narrative Description of Property

This property contains 1.730 acres of land mainly classified as IND WHS with a(n) PROCESSING style building, built about 1900 , having BRICK VENR exterior and

TAR+GRAVEL roof cover, with 1 unit(s), 0 room(s), 0 bedroom(s), 0 bath(s), 7 half bath(s).

Property Images



Disclaimer: This information is believed to be correct but is subject to change and is not warranted.

EXHIBIT 3

MARKET RATE RESIDENTIAL UNITS – PRICING PLAN

Proposed Initial Monthly Rent(s)*:	Studio	\$1875
	1 Bedroom	\$2235
	2 Bedroom	\$2550

*units shall be priced in compliance with DHCD's HDIP Guidelines and 760 CMR 66.04(2)(f)

EXHIBIT 4

TAX INCREMENT EXEMPTION – CONFIRMATION OF CALCULATION

[FORM TO REMAIN BLANK UNTIL PROJECT COMPLETED AND ELIGIBLE FOR FINAL CERTIFICATION]

In connection with the Tax Increment Exemption Agreement dated _____, 20____ by and between the City of Fall River and MassCazn Capital LLC, a Massachusetts Limited Liability Corporation with an address at 165 Lenox Street, Unit 404, Lenox, MA 02062, with respect to the property at 460 Globe Street, Fall River, MA (the "Agreement"), the parties hereby confirm the following elements of the Agreement. Unless otherwise stated, capitalized terms have the meaning set forth in the Agreement.

1. The effective date of the Agreement is: _____
2. The MRRU Percentage is: 100%
3. The assessed value of the residential portion of the Property upon Completion is: _____

To the extent that the dates or figures in this "Tax Increment Exemption – Confirmation of Calculation" differ from those set forth in the Agreement, the contents of this document shall control and shall be deemed to have amended the Agreement.

CITY OF FALL RIVER

MASSCAN CAPITAL LLC

By: Chief Executive Officer

By: Edd Hamzanlul
Its: Manager

By: Legislative Body
President, City Council

Dated: _____

City of Fall River, *In City Council*

9a

(Vice President Linda M. Pereira)

WHEREAS, there have been various methods utilized to find, interview and select qualified, experienced candidates for leadership within the Police Department, Fire Department and Emergency Medical Services (EMS) Department over the years, and

WHEREAS, other municipalities within the Commonwealth of Massachusetts, such as New Bedford, Marshfield and Somerville, have created Screening Committees for the candidate selection process, and

WHEREAS, these committees consist of various elected officials, attorneys, members of local organizations, and individuals who have retired from either the Police Department, Fire Department or EMS Department, respective to the department in need of a new candidate, now therefore

BE IT RESOLVED, that the Committee on Ordinances and Legislation convene with the Director of Human Resources and Corporation Counsel to discuss the creation of a Screening Committee for the process of hiring a new Police Chief, Fire Chief and Chief of EMS, when these positions are vacant.

(Filed 4-16-2025)

14a



OPEN MEETING LAW COMPLAINT FORM

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

RECEIVED

Please note that all fields are required unless otherwise noted. APR 17 P 12:05

Your Contact Information:

CITY CLERK
FALL RIVER, MA

First Name: Rene Last Name: Brown

Address: 105 Bank Street

City: Fall River State: MA Zip Code: 02720

Phone Number: 4018350598 Ext. _____

Email: sinfullawyer@yahoo.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: City Councilors Shawn Cadime
City Councilor Cliff Ponte

Date of alleged violation: 4/8/25

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 the 4-8-25 Agenda for the City Council meeting, item #5 of the Agenda, confirmation of Interim Chief Kelly Furtado contract and permanent position of Police Chief.

Councillors Cadime and Ponte proceeded to discuss the practice and protocol engaged in the termination of the former Chief, Paul Gauvin. They utilized the council meeting to discuss their dismay at his termination. They discussed subjects that were not on the agenda nor was related to Chief Furtado's contract and position.

Additionally, these 2 councillors alluded to discussing this contract and position with other councillors outside of the meeting in violation of their ethical and legal obligations.

Cadime and Ponte abused their positions as elected officials to further a potential lawsuit on behalf of Mr. Gauvin, slandered Chief Furtado, and the Human Resource Department and officials.

At one point Ponte ordered the Human Resource Director to come down and speak at the meeting and proceeded to cross examine him on the process of Mr. Gauvin's termination (which was recommended by an outside agency). The deliberate violation of the open meeting law by these 2 councillors was perpetrated solely to elicit information that the public was denied notice of on the Agenda and to question the integrity of the investigation - both of which were a deliberate violation of providing the public any notice or information of. They deliberately violated the public's right to this information prior thereby denying the public the right to comment, transparency and educated decision making. They did this solely to influence the votes of the other councillors at that time.

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.

Councillors Cadime and Ponte should be publically reprimanded, fined the maximum amount, required to take the Open Meeting law training again, and apologize to the Chief Furtado, Human Resources, the police department and the public. The vote taken as a result of their deliberate attempts to influence the other council members should be stricken and they should abstain from any further vote on this matter.

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.

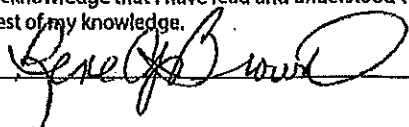
II. Consulting With a Private Attorney.

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: 4-11-25





City of Fall River, Massachusetts
Office of the City Clerk

2025 APR -4 P 1:22

CITY CLERK
FALL RIVER, MA

ALISON M. BOUCHARD
CITY CLERK

INÉS LEBRE
ASSISTANT CITY CLERK

MEETINGS SCHEDULED
CITY COUNCIL CHAMBER, ONE GOVERNMENT CENTER
APRIL 8, 2025
AGENDA

5:00 P.M. JOINT MEETING OF THE CITY COUNCIL AND SCHOOL COMMITTEE

5:55 P.M. PUBLIC HEARING (OR IMMEDIATELY FOLLOWING THE JOINT MEETING OF THE CITY COUNCIL AND SCHOOL COMMITTEE IF IT RUNS PAST 5:55 P.M.)

Zoning Amendment

1. Apartment District (A-2)

6:00 P.M. CITY COUNCIL COMMITTEE ON FINANCE MEETING (OR IMMEDIATELY FOLLOWING THE PUBLIC HEARING IF IT RUNS PAST 6:00 P.M.)

1. Citizen Input
2. *Resolution – Convene with the City Administrator, the City Treasurer/Collector and Corporation Counsel to discuss current properties in Tax Title or tax possession by the City, the Abutters Lots Program, and future tax possession auction dates (adopted 2-25-2025)
3. Transfers and appropriations

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

1. *Mayor and Community Development Agency Five Year Consolidated Plan and Year One Annual Action Plan
2. *Mayor and following transfers and appropriations:
 - a. \$400,000.00 from EMS, Revenues to EMS, Salaries
 - b. \$714,769.68 from EMS, Retained Earnings to EMS, Capital
 - c. \$472,117.00 from EMS, Retained Earnings to EMS, Stabilization
3. *Mayor and order declaring six (6) vehicles as surplus property
4. *Mayor and request for confirmation of the appointment of Timothy R. Long to the Library Board of Trustees
5. *Mayor and request for confirmation of the appointment of Kelly Furtado to Police Chief and order requesting approval of contract
6. *Mayor and letter from the Fall River Retirement Board requesting
 - a. Increase to the Cost of Living Allowance (COLA) Base from \$12,000.00 to \$14,000.00 for City retirees
 - b. Increase to the Fall River Retirement Board Member stipend from \$3,000.00 to \$4,500.00 for the five (5) members of the Fall River Contributory Retirement Board

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

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