The regular meeting of the City Council of the City of Fitchburg was held in the Memorial Middle School Library, 615 Rollstone St., Fitchburg, on June 4, 2019. The meeting was called to order by President Michael Kushmerek at 7:04 P.M. The Clerk called the roll and nine (9) Councilors were present. Councilors Kaddy and Walsh were absent. The meeting opened with a salute to the Flag led by Councillor Clark.

Noted for the record:

FATV was recording the audio and video of the meeting.

REPORT OF COMMITTEE ON RECORDS

The Committee on records reported the minutes of the Regular Meetings of May 7th, 2019, and May 21, 2019, were correctly recorded. Report accepted and minutes adopted.

COMMUNICATION
Susan Davis, Director of Human Resources
Memorandum of Agreement
International Association of Fire Fighters, Local 3128

Reading waived. Communication placed on file in the City Clerk’s Office.

May 29, 2019

The Honorable City Council,
President Michael Kushmerek
160 Bouvé Ave. Rm. 108
Fitchburg, MA 01420

Dear President Kushmerek,

Please find the attached to be the Memorandum of Agreement for the recently concluded negotiations between the City of Fitchburg and the International Association of Fire Fighters, Local 3128. The Agreement is applicable to fiscal years 2019 – 2022 (July 1, 2019 – June 30, 2022).

Please be advised that no appropriation is required, as the appropriate funding is included in the Mayor’s budget for fiscal year 2020, to be reviewed by the City Council on June 3, 2019.

Please do not hesitate to contact me if you have any questions.

Sincerely,

Susan A. Davis
Director of Human Resources
MEMORANDUM OF AGREEMENT
Between the
CITY OF FITCHBURG, MA
And the
INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS
ON BEHALF OF LOCAL 3128
FITCHBURG PERMANENT FIREFIGHTERS ASSOCIATION
March 25, 2019

The City of Fitchburg (the "City") and the International Association of Fire Fighters, on behalf of Local 3128, Fitchburg Permanent Firefighters Association (the "Union"), collectively referred to by the Parties, have concluded negotiations over changes to the terms of the Successor Collective Bargaining Agreement between the Parties covering the period of fiscal year July 1, 2018 through June 30, 2019 and further, agree to extend their 2018 Collective Bargaining Agreement ("CBA") from July 1, 2019 through June 30, 2022, in all respects, except as modified by this Memorandum of Agreement. All changes shall become effective as of the date specified or effective as of the date of this Agreement should no date be specified. The Parties agree to the following modifications:

1. **Collective Bargaining Agreement Document**
   - The following changes shall be made to the Collective Bargaining Agreement document:
     - a. Correct any and all grammatical and typographical errors;
     - b. Reformate document;
     - c. Replace all Roman Numerals with Arabic numbers;
     - d. Change dates for Fiscal Years July 1, 2015 – June 30, 2022;
     - e. A preliminary revised document shall be submitted to the Union for review and approval prior to signing.

2. **Article VII, Union Dues and Agency Fees, p. 4**
   - [Amended FY19 – FY22]
   - 1. Remove current language in article, replace with following:

   At the election of the employee, the City will deduct Union dues from the employee’s wages in such amount as determined by the Union, provided, however, that no such deduction shall be made from an employee’s wages, unless the employee has authorized such deduction on an appropriate form, a copy of which shall have been submitted to the City. Such authorization may be cancelled by a sixty (60) day written notice to the City by said employee. Dues deducted by the City Treasurer in accordance with authorization cards, shall be in the amount of dues in existence at the time of the deduction as certified to the Treasurer of the Union. Increases in said dues shall be made upon the City’s receipt of written notification by a duly authorized Union representative. The City Treasurer shall remit the aggregate amount of dues to the Treasurer of the Union or as specified by the Union by the 25th day (or other date, if applicable) of each succeeding month. In the event the Union Treasurer desires to check with the City to determine payroll deductions for Union dues, she shall have access to such information.

3. **Article VIII, Wages, Differential and Longevity, p. 4**
   - [Amended FY19 – FY22]
   - **Section 1 WAGES**
     - a. A 2% wage increase shall become effective July 1, 2019.
     - b. A 2% wage increase shall become effective July 1, 2020.
     - c. A 2% wage increase shall become effective July 1, 2021.

   **Section 4 Longevity, p. 5**
   - [Amended FY19 – FY22]
   - Eliminate longevity awards for all members covered by this Agreement.
Section 6, ¶ 10

Eliminate the following paragraph:

Out of grade pay shall be paid to any firefighter, Lieutenant or Captain who temporarily fills the next higher rank, due to an opening on any piece of apparatus which normally has an officer through a job bid or assignment, with the exception that when a captain's opening is created on a night, weekend or holiday shift, no Captain out of grade will be filled.

Replace with the following:

Out of grade pay shall be paid to any firefighter, Lieutenant or Captain who temporarily fills the next higher rank, due to an opening on any piece of apparatus which normally has an officer through a job bid or assignment.

4. Article XI, Clothing Allowance, ¶ 8

The City will continue to apply for the FEMA AFG Personal Protective Equipment (PPE) grant on an annual basis, subject to grant application availability.

5. Article XII, Education, ¶ 10

a. Paragraph (A), ¶ 10: Remove 1st sentence related to Haz-Mat pay.

b. Paragraph (B), ¶ 10: Remove all language before last sentence, to read: All employees shall attend annual Paramedic Assistant training.

6. Article XIII, Overtime, ¶ 10

Section 3, Definition, sub section 4: Eliminate entire section related to read details.

6. Article XVIII, Sick Leave, ¶ 14

1. Section 2: Eliminate language related to birth of a child, move to new section, Parental Leave under Leaves of Absence, Article XXIV.

2. Section 7, ¶ 13: Remove 1st sentence related to call-in reason.

3. Add: A doctor's certification and/or note may be required by the Chief if an employee is absent for three (3) or more consecutive days or if the Chief and/or designee has reasonable cause to believe that the employee is abusing his/her Sick Leave.

7. Article XIX, Personal Leave Days, ¶ 16

Section 1, subsection (a):

Eliminate: "Employees may sell back personal day shifts, two times each calendar year to coincide with vacation sell back. A maximum of fifteen (15) personal day shifts per year may be sold back."

Replace with: "Employees may sell back personal day shifts, four times each calendar year to coincide with vacation sell back. A maximum of fifteen (15) personal day shifts per year may be sold back."

8. Article XX, Line of Duty Injuries, ¶ 17

1. Line of Duty absences shall run concurrently with the Family Medical Leave Act (FMLA).

9. Article XXI, Vacations, ¶ 19

Section 6, subsection (d):

Eliminate the following: "Employees shall have the option to sell back all unused vacation time twice a year. The employee shall notify the Chief of Department during the time period of February 15th through March 15th, to receive vacation pay the first pay day in April, and October 15th through November 15th, to receive vacation pay the first pay day in December. Vacation time may be sold back from one (1) day up to and including all remaining earned vacation days."
Article XVII. Tenure of Employment

The employee shall have the option to sell back all unused vacation time four (4) times per calendar year.

The employee shall notify the Chief of Department as per the schedule below to request and receive a vacation buyback. Vacation time may be sold back from one (1) day up to and including all remaining earned vacation days.

<table>
<thead>
<tr>
<th>Calendar Quarter</th>
<th>Buyback Notification Period</th>
<th>Pay Period of Buyback</th>
</tr>
</thead>
<tbody>
<tr>
<td>Q1</td>
<td>January 1 - January 14</td>
<td>1st Pay period in February</td>
</tr>
<tr>
<td>Q2</td>
<td>April 1 - April 14</td>
<td>2nd Pay Period in May</td>
</tr>
<tr>
<td>Q3</td>
<td>July 1 - July 14</td>
<td>3rd Pay Period in August</td>
</tr>
<tr>
<td>Q4</td>
<td>October 1 - October 14</td>
<td>4th Pay Period in November</td>
</tr>
</tbody>
</table>

10. Article XXIII. Funeral Leave, p. 15

1. Relieve Article to Bereavement Leave;
2. Move to Article XXIV, Leaves of Absence.

11. Article XXIV. Leaves of Absence, p. 20

1. Add new Section for Parental Leave.

The Parental Leave Act, effective April 7, 2015, expands the current maternity leave law, pursuant to M.G.L. c. 149, §165D. This gender-neutral law provides up to eight (8) weeks of unpaid leave for the purpose of giving birth or for the placement of a child under the age of eighteen (18) or age twenty-one (21) if the child is mentally or physically disabled, for adoption.

Both men and women are eligible to Parental Leave, provided the following:

- Such Leave shall apply to employees, classified as full time and benefited only and who have completed at least three (3) months of their required probationary period;
- Such Leave shall be unpaid, unless the employee chooses to use accrued personal, sick or vacation leave;
- Said employee must provide a two (2) week notice of departure seeking such Parental Leave and the employee’s intention to return or, as soon as practicable if a delay is due to reasons beyond the employer’s control;
- Each of the employees of the City, give birth to or adopt the same child, the two (2) employees are entitled to an aggregate of up to (8) weeks leave;
- Parental Leave shall run concurrently with the Family Medical Leave Act (FMLA); and
- The City shall cooperate and comply with all local, state and federal laws related to the Parental Leave Act.

2. Birth of a Child

In the event of the birth of a child to the spouse of an employee, the employee may use up to two (2) shifts of sick leave, charged against his/her accumulation, which shall not affect his accumulation of personal days. These days may be used up to, and including the day the mother and child are discharged from the hospital.

12. Add new Section for Family Medical Leave Act (FMLA)

The City shall cooperate and comply with all local, state and federal laws related to the Family Medical Leave Act (FMLA).

13. Article XXV. Americans with Disabilities and FMLA

1. Remove language related to FMLA.
2. New Article created.
3. City to propose language for ADA.

All Parties to this Agreement agree that they shall not discriminate against any person because of race, color, sex, age, disability, religion, national origin, sexual orientation or gender identity. Any claims asserting violations may be resolved pursuant to the provision under said statute in accordance with or under appropriate state and federal courts and regulatory agencies and not under the Grievance and Arbitration procedures within this Agreement.
15. **City of Fitchburg Fire Department Pay Scale p. 25**
   
   a. City agrees to add a 4th step to the firefighter wages scale. The step shall be matched upon the completion of the firefighter’s twenty-fifth (25th) year of continuous service within the City of Fitchburg Fire Department.
   
   b. The fourth (4th) step shall be paid at the rate that is 25% between the 3rd and 4th step firefighter and Lieutenant.
   
   c. The rank differential for Lieutenants and Captains shall be fifteen percent (15%) between ranks.
   
   d. The rank for Lieutenants who have completed twenty-five (25) years of service or more shall be 7.5% above a regular Lieutenant’s rate. Captains who complete twenty-five (25) years of service or more shall be 7.5% above a regular Captain’s rate.
   
   e. All stipends (EMT, pager) shall be calculated and paid at the rate of the third (3rd) step firefighter.
   
   f. The EMT stipend shall be paid in the first pay period in August each year.
   
   g. Overtime, holiday, education, vacation and PTO buybacks shall be calculated using the employee’s actual rate of pay.
   
   h. City to create a new pay scale matrix to be included within the Successor Collective Bargaining Agreement (CBA).

16. **HMER/EVT Position**
   
   The City added, as per previous agreement by both Parties, items related to HMER/EVT. Position was transferred from MA Laborers’ District Council/Local 39 to Local 3128, effective January 23, 2018. City proposes following related to stipends, rate of pay, etc.:
   
   1. Position shall be considered the same grade as firefighters, with Steps 1 – 3 and Step 4 after 25 years.
   
   2. Current HMER/EVT rate is at $1012.80 per week to align with Local 39 Wage matrix. Effective July 1, 2019, current employees will move to FF Step 2.
   
   3. The vacation and personal leave accruals will mirror the accruals of all firefighters.
   
   4. **STIPENDS**
      
      a. Employees are eligible to receive stipends once per year, unless otherwise stipulated;
      
      b. Employees shall receive stipends based upon the highest license obtained. Stipends shall be paid as follows:
         
         - Clothing Allowance: $1,000, to be paid in September;
         
         - Commercial Driver’s License (CDL) Stipend: $200, to be paid in September;
         
         - EVT Training Certification: Eligible for total stipend of $400, to be paid individually, in the first pay period in August, as follows:

<table>
<thead>
<tr>
<th>EVT/Fire Apparatus Technician Certification Requirements</th>
<th>Stipend</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Level I</strong></td>
<td></td>
</tr>
<tr>
<td>F1 Maintenance, Inspection and Testing of Fire Apparatus</td>
<td>$50</td>
</tr>
<tr>
<td>E - Q Maintenance, Inspection &amp; Testing of Ambulances</td>
<td>$50</td>
</tr>
<tr>
<td>T4 ASE/Truck, Brakes</td>
<td>$100</td>
</tr>
<tr>
<td><strong>Level II</strong></td>
<td></td>
</tr>
<tr>
<td>F3 Fire Pumps &amp; Accessories</td>
<td>$50</td>
</tr>
<tr>
<td>F4 Fire Apparatus Electrical Systems</td>
<td>$50</td>
</tr>
<tr>
<td><strong>Master Level III</strong></td>
<td></td>
</tr>
<tr>
<td>F5 Aerial Fire Apparatus</td>
<td>$50</td>
</tr>
<tr>
<td>F6 Allison Automatic Transmissions</td>
<td>$50</td>
</tr>
</tbody>
</table>
5. Paper: The paper shall be of the same as all firefighters and shall be paid in January.

Commercial Driver’s License (CDL)

Section 1: Certifications, Training, and Testing

1. The City shall pay associated costs of training at an accredited and/or appropriate training facility for any employees covered by this Agreement who are required to obtain a Commercial Driver’s License.

2. In the event of testing on equipment, the testing shall have an observer present.

3. All employees required to hold and maintain a CDL shall provide the Chief with a copy of each current and valid license, including any and all renewals as such renewals occur. The Chief and/or his/her designee shall provide copies of the same to the Human Resources Department.

Section 2: Licensure

It is the policy of the City of Fitchburg that the use of alcohol and controlled substances by employees who are on duty and who are required to have a Commercial Driver’s License is prohibited. This policy incorporates any of duty use and/or misuse of alcohol and/or controlled substances that results in a positive alcohol or controlled substance(s) test.

The City shall meet any and all of the requirements of the Department of Transportation (DOT) Regulations, 49 Code of Federal Regulations (CFR) Parts 382, et al. for licensing and testing of employees covered under this Agreement.

Unless otherwise stipulated by DOT regulations, any employee covered by this Agreement who loses his/her license to operate a motor vehicle or heavy equipment, for any reason, shall be subject to the following:

- A first offense of loss and/or suspension of license, the employee shall be automatically demoted to the position of Firefighter, Step 1, for the period of time which his/her license is revoked. Such employee shall immediately be removed from performing any type of safety sensitive duties or tasks.
- A second offense of loss and/or suspension of license may result in the suspension and/or termination of the employee; following the procedures set forth in the Civil Service Rules and Regulations;
- An employee who fails to immediately inform the City that he/she has had his/her license suspended and/or revoked may be subject to suspension or termination. Any action taken by the City shall not be subject to appeal through the grievance/arbitration procedures of this Agreement.

The City shall schedule appointments and pay for (or reimburse, where applicable and appropriate) the examination, pre-employment, license renewal examinations and/or testing and DOT mandated random drug/alcohol testing for all applicable Local 3128 employees. Such appointments and examinations shall be scheduled by the Human Resources Department at either CareWell Urgent Care or Take Charge/U MASS/Health Alliance Hospital.

Any required examinations, follow-up testing, counseling and/or treatment necessitated by a positive drug/alcohol test shall be at the expense of the employee, unless otherwise covered by the employee’s health insurance, where applicable.

Failure to complete the DOT mandated return-to-duty requirements within a three (3) month period shall result in termination.
Memorandum of Agreement
City of Fitchburg, MA & IAFF/Local 3128
March 26, 2018
Page 6

Required Clothing/Uniform for HMER/EVT positions:
- To be purchased by 07/01/2018
  - Navy blue, short sleeve and long sleeve tee-shirts with approved "Fitchburg Fire" on chest.
  - Navy blue, approved "Fitchburg Fire" sweat shirt, with FD patch on left shoulder or left breast. *FD* on back optional.
  - Rain,M, Black, high top "Safety shoes"
  - Navy blue, work pants; fire shirt, Black belt. PFD approved baseball cap.
  - Navy Blue, approved work shoes, for cold weather, PFD patch on left shoulder or left breast.
  - 6" length fire boots, for fire ground operations (or boots with bunker parts).
  - Fire turnout coat, for fire ground operations.
  - Hard hat or helmet.
City of Fitchburg:

Edward Suarez, President
Patrick G. Haverty, Vice President
Paul A. Duquette, Negotiation Team Member
Nicholas Landry, Negotiation Team Member
Kristopher Maillet, Negotiation Team Member
Timothy M. O'Kane, Negotiation Team Member

International Association of Fire Fighters/Local 3128:

Dwight S. Davis
Susan A. Davis, Director of Human Resources
Keith B. Roy, Fire Chief
Thomas A. Dateo, Jr., Deputy
Vincent M. Puglisi, Esquire, City Solicitor

Memorandum of Agreement
City of Fitchburg, MA & IAFF Local 3128
March 15, 2019
Page 7

Reading waived. Communication placed on file in the City Clerk's Office.
REPORTE OF COMMITTEES

Appointments Committee Oral Report
Meeting of June 4, 2019

The Appointments Committee recommended the following
Appointments be confirmed:

Re-Appointment:
Fitchburg Disability Commission
(Term to expire June 30, 2022)
Ms. Sharon Tardiff

(Term to expire March 1, 2022)
Ms. Deanna Tardiff

Report accepted. Appointments confirmed by unanimous vote. 9
members present. Board consists of 11 members.

City Property Committee Oral Report
Meeting of June 4, 2019

The City Property Committee recommended the following Petition be
amended to remove 43 Allen Place and 6 Hale Street, and be
granted as amended:

139-19. Anne M. Cervantes, Treasurer, to declare as excess the
properties listed on the enclosed Petition and designate them to the Side Yard Sales Program.

TO THE HONORABLE CITY COUNCIL OF THE CITY OF FITCHBURG

Ladies and Gentlemen:

The undersigned Petition your Honorable Body to

After receiving surplus needs surveys from the City Clerk, declare as excess the following
properties and designate them to the Side Yard Sales Program.

<table>
<thead>
<tr>
<th>Parcel</th>
<th>Description</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>54 1/2 Hazel Street</td>
<td>66-30-0</td>
<td></td>
</tr>
<tr>
<td>60 Albee Street</td>
<td>95-77-0</td>
<td></td>
</tr>
<tr>
<td>16 Market Street</td>
<td>141-7-0</td>
<td></td>
</tr>
<tr>
<td>122 Harvard Street</td>
<td>83-67-0</td>
<td></td>
</tr>
<tr>
<td>43 Allen Place</td>
<td>51-38-A</td>
<td></td>
</tr>
<tr>
<td>46 Allen Place</td>
<td>51-29-B</td>
<td></td>
</tr>
<tr>
<td>6 Hale Street</td>
<td>82-101-0</td>
<td></td>
</tr>
<tr>
<td>22 Wood Street</td>
<td>32-62-0</td>
<td></td>
</tr>
<tr>
<td>5 Depot Street</td>
<td>174-63-0</td>
<td></td>
</tr>
<tr>
<td>55 Bernis Road</td>
<td>141-82-0</td>
<td></td>
</tr>
</tbody>
</table>

Those parcels are city tax possessions, acquired by the city at different times through different
foreclosure methods. Because they are owned by the city, they are currently exempt from
taxation and the city is responsible for any maintenance. Sale of the property through the Side
Yard Sales Program will return the properties to the tax rolls and shift the maintenance
responsibility to the new owner.

Respectfully submitted,

Anne M. Cervantes

Report accepted. Petition granted as amended by unanimous
vote. 9 members present. Board consists of 11 members.
Petition referred to the City Solicitor for Order preparation.
The City Property Committee recommended the following Petition be granted:

157-19. James M. Walsh, Friends of the Fitchburg Public Library, Chair-Library Board of Trustees, to install a self-serve bicycle work station on the property of the Fitchburg Public Library.

TO THE HONORABLE CITY COUNCIL OF THE CITY OF FITCHBURG

Ladies and Gentlemen:

The undersigned Petition your Honorable Body to request the permission to install 'self-serve' bicycle work station on the property of the Fitchburg Public Library.

The Friends of the Fitchburg Public Library will pay for the purchase & installation of the bicycle work station.

The bicycle work station complements/supplements the bicycle loan program at the library.

Attached are three pictures of workstations examples.

Thank you for considering this request.

Sincerely,

James M. Walsh
Friends of the Fitchburg Public Library
Chair, Library Board of Trustees
978.375.4506
jimwalsh1957@verizon.net
Reports of Committees
City Property Committee
Oral Report
Report accepted. Petition granted by unanimous vote. 9 members present. Board consists of 11 members.
RECESS HEARING

029-19. Fitchburg Planning Board, to amend the Fitchburg Zoning Ordinance by amending the Table of Principle Uses concerning Medical Offices and to further define different medical and medical office uses, per vote of the Fitchburg Planning Board January 8, 2019.

CITY OF FITCHBURG
PLANNING BOARD
166 BOULDER DRIVE
FITCHBURG, MASSACHUSETTS 01420

DATE: May 30, 2019
TO: City Council
    City Clerk
FROM: Paula Caron, Chair
       Fitchburg Planning Board
SUBJECT: Petition #29-2019
          Zoning Amendment – Amend Use Table concerning Medical Offices/uses

At its May 14, 2019 meeting the Fitchburg Planning Board closed their public hearing on the above-noted petition and agreed to make the following recommendation:

Request that Law Dept. come up with language of an amendment with following criteria:
- Define "substance abuse clinic" and list it in the Table of Principal Uses
- Districts where this use to be allowed to be determined, recommend not in Central Business District
- Focus on the impacts of the facility (long lines, congestion).
- Establish a minimum buffer to similar uses and to residential uses.

Hearing was resumed. The recommendations from the Planning Board were read. City Solicitor Fusateri stated that he will prepare a letter and proposed Ordinance within two weeks for review by the City Council.
Hearing continued to June 18, 2019 by unanimous vote. 9 members present. Board consists of 11 members.
ORDERS-FINANCE

The following Orders were referred to the Finance Committee by vote of 8 in favor and 1 opposed (Squillia):

167-19. ORDERED THAT: There be and hereby is transferred from within the sum of $20,000 same to be transferred from Fire, Personal Services, Firefighter and credited to Fire, Personal Services, Overtime.

168-19. ORDERED THAT: There be and hereby is transferred from within the sum of $18,000 same to be transferred from Fire, Personal Services, Sick Leave Buyback and credited to Fire, General Maintenance, Household.

169-19. ORDERED THAT: There be and hereby is transferred from within the sum of $21,000 same to be transferred from DPW Highway, Personal Services, Labor, and credited to DPW Highway, Personal Services, Overtime.

170-19. ORDERED THAT: There be and hereby is appropriated the sum of $10,000 same to be charged against Available Funds and credited to Dept. of Public Works, Expenses, Pothole Repair Supplies for the purpose of acquiring additional materials for pothole repairs.

171-19. ORDERED THAT: There be and hereby is appropriated the sum of $90,000 same to be charged against Available Funds and credited to DPW, Capital Expenditures, Equipment for the purpose of acquiring a skid-steer Loader with cold planer attachment.

172-19. ORDERED THAT: There be and hereby is appropriated the sum of $25,000 same to be charged against Available Funds and credited to School Department, Capital Improvements for the purpose of replacing a main water pipe in the basement of Longsjo Middle School.

173-19. ORDERED THAT: There be and hereby is appropriated the sum of $16,900 same to be charged against Available Funds and credited to Recreation, Expenses, Building & Grounds Repairs for the purpose of replacing the Roof on the Parkhill Park bath house.

174-19. ORDERED THAT: There be and hereby is appropriated the sum of $14,315 same to be charged against Available Funds and credited to Recreation, Expenses, Building & Grounds Repairs for the purpose of repairing and Renovating the flooring of the Parkhill Park bath house.

175-19. ORDERED THAT: There be and hereby is appropriated the sum of $105,000 same to be charged against Available Funds and credited to Police, Capital Expenditures, Building Repairs for the purpose of construction of a new female locker room.

176-19. ORDERED THAT: There be and hereby is appropriated the sum of $50,000 same to be charged against Available Funds and credited to Building-Contracted Services for the purpose of digitizing Building Department paper documents.
177-19. ORDERED THAT: There be and hereby is appropriated the sum of $10,000 same to be charged against Available Funds and credited to Mayor, Expenses, Promotions for the purpose of providing support to the Longsjo Classic.

Orders—Other

178-19. ORDERED THAT: Whereas the City owns certain utility poles located at or around the location of St. Bernard’s High School, it is ordered that Mayor Stephen L. DiNatale is authorized to execute a license granting permission to St. Bernard’s High School to

City of Fitchburg

Fitchburg City Clerk

In City Council, 2019 MAY 30 AM 11: 09

ORDERED:— That

WHEREAS the City owns certain utility poles located at or around the location of St. Bernard’s High School.

WHEREAS portions of utility poles are surplus property offering no real additional use to the Departments of the City of Fitchburg.

WHEREAS the City Council hereby declares said portions of those utility poles property surplus property.

WHEREFORE it is now ordered that Mayor Stephen L. DiNatale is authorized to execute a license granting permission to St. Bernard’s High School to use said portions of those utility poles and to take any and all other actions and sign such other documents as might be helpful, necessary and convenient to permit the same in good order.

Order Adopted under Suspension of the Rules by unanimous vote. 9 members present. Board consists of 11 members.
ORDINANCE

155-19. AN ORDINANCE: Amending Chapter 21, section 18 of the Code of the City of Fitchburg by adding a Community Development Revolving Fund.

CITY OF FITCHBURG
IN THE YEAR 2019

AN ORDINANCE

Be it ordained by the City Council of the City of Fitchburg, as follows:

That the General Ordinances of the City of Fitchburg, Chapter 21, section 18, as most recently amended, be further amended by adding thereto the following:

<table>
<thead>
<tr>
<th>REVOLVING FUND</th>
<th>AUTHORIZATION TO SPEND</th>
<th>DEPARTMENTAL RECEIPTS</th>
<th>PROGRAM OR ACTIVITY EXPENSES PAYABLE</th>
<th>FISCAL YEAR AUTHORIZED</th>
</tr>
</thead>
<tbody>
<tr>
<td>Community Development</td>
<td>Community Development Director or designee</td>
<td>All related fees from community events and marketing events and tools and any unrestricted donations</td>
<td>Public Activities and Events</td>
<td>Fiscal Year 2020 and subsequent fiscal years</td>
</tr>
</tbody>
</table>

Ordinance was sent to a first and second reading and ordered advertised by unanimous vote. 9 members present. Board consists of 11 members.

The meeting adjourned at 7:20 P.M.

Anna M. Farrell, City Clerk