



City of Fall River Massachusetts

Office of the City Clerk

ALISON M. BOUCHARD
CITY CLERK

INÊS LEITE
ASSISTANT CITY CLERK

FEBRUARY 7, 2013
MEETINGS SCHEDULED FOR NEXT WEEK
MONDAY, FEBRUARY 11, 2013

5:15 P.M. COMMITTEE ON ORDINANCES AND LEGISLATION

TUESDAY, FEBRUARY 12, 2013

5:00 P.M. COMMITTEE ON REAL ESTATE

6:00 P.M. COMMITTEE ON FINANCE

1. Resolution – Com. on Finance meet to discuss Fire Department's self sufficiency in 2015 and quarterly update
2. Resolution – Com. on Finance meet with Administration and Fire Department re: Safer Grant and new contract

AGENDA

7:00 P.M. REGULAR MEETING OF THE CITY COUNCIL

PRIORITY MATTERS – None

PRIORITY COMMUNICATIONS

1. *Corporation Counsel and lease agreement - office space for Congressman Joseph Kennedy III
2. *Corporation Counsel and lease agreement - office space for Vet Center
3. *Board of Election Commissioners re Candeias-Niagara Fire Station being used as a polling location
4. Traffic Commission recommending amendment to the traffic ordinances

COMMITTEE REPORTS

Committee on Public Works and Transportation recommending:

Adoption:

5. Kevin Santos to remove 58 feet of curbing @ 45 Morgan Street
6. Utility easement to Mass. Electric Co. at 376 President Avenue – Morton Middle School

Grant leave to withdraw:

7. Resolution – Discuss proper dimensions of Stowe Street
8. Resolution – Streets to be repaved and consideration of stop signs and raised crosswalks
9. Resolution – Tardiness of recycling pick-ups
10. Communication – Garofalo and Associates, Inc. re: design for Herman Street over Route 79

ORDINANCES – None

RESOLUTIONS

11. *Com. on Finance meet w/Dir. of Community Utilities re increased water bills due to equipment malfunctions
12. *Com. on Economic Development and Tourism meet to discuss regional Chambers of Commerce
13. *Request administration include minimum of five new police officers in Fiscal Year 2014 budget

CITATIONS

14. Frank Baptista – 25th Anniversary of Radio Voz do Emigrante
15. Stephen Travassos – receiving the Gold Medal of Achievement in the Royal Rangers

ORDERS – HEARINGS FOR TONIGHT

Jt. Pole locations:

16. Horvitz Road – One (1) joint pole location
17. President Avenue – One (1) joint pole location
18. Lynwood Street – Four (4) joint pole locations

Underground conduits:

19. Innovation Way
20. North Main Street

Curb Removals:

21. Luis Gonsalves to remove 38 feet of curbing located at 1234 Slade Street (corner lot)

ORDERS – HEARINGS TO BE SCHEDULED – None

ORDERS – NO HEARING REQUIRED – None

ORDERS – MISCELLANEOUS

22. Police Chief's report on licenses
23. Auto Repair Shop license renewals

COMMUNICATIONS – INVITATIONS – PETITIONS

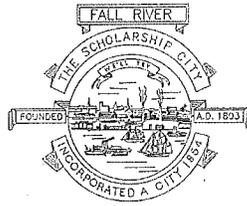
24. *Claims
25. *City resident requesting repaving of Clark Street
26. *Mass. DEP re reconstruction project at Rte. 79/I-195 Interchange
27. *City resident regarding Second Street traffic pattern
28. City resident re best wishes for a wonderful New Year

BULLETINS – NEWSLETTERS – NOTICES – None

Alison M. Bouchard

City Clerk

City of Fall River
Office of the Corporation Counsel



WILLIAM A. FLANAGAN
Mayor

ELIZABETH SOUSA
Corporation Counsel

RECEIVED

GARY P. HOWAYECK
Assistant Corporation Counsel

CHRISTY M. DIORIO
Assistant Corporation Counsel
CITY CLERK
FALL RIVER, MA

January 23, 2013

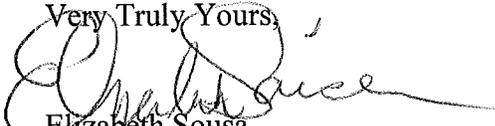
City Council
Council President Linda Pereira
One Government Center
Fall River, MA 02722

RE: Lease Agreement

Dear Council President:

I respectfully request that the attached Lease Agreement between the City of Fall River and Joseph Kennedy III be placed on the agenda for discussion at the February 12, 2013 City Council Meeting. At that time I will be requesting that the Council authorize a lease agreement to be entered into between the City of Fall River and Joseph Kennedy III, for office space located at 1 Government Center, 3rd Floor, Room 318, Fall River, MA. The leased office space will be used as a Massachusetts 4th Congressional District Office.

Very Truly Yours,



Elizabeth Sousa
Corporation Counsel

Encl.

cc: Alison Bouchard
City Clerk

ORDERED, that the City of Fall River hereby authorizes a lease agreement to be entered into between the City of Fall River and Joseph Kennedy III, Representative of the Massachusetts 4th Congressional District, for office space to be used as a Massachusetts 4th Congressional District Office. The leased office space to be located at 1 Government Center, 3rd Floor, Room 318, Fall River, MA.

LEASE AGREEMENT

WHEREAS, this Lease Agreement is made and entered into on _____ by and between the City of Fall River, a municipal corporation having its principal office at 1 Government Center, Fall River, MA 02722 ("Lessor") and Joseph Kennedy III, Representative of the Massachusetts 4th Congressional District ("Lessee").

WHEREAS, the Lessor hereby leases to the Lessee office space located at 1 Government Center, 3rd Floor, Room 318, Fall River, MA for the purpose of a Massachusetts 4th Congressional District Office.

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. This Lease shall be for a term commencing February 18, 2013 and ending January 2, 2015. In consideration therefore, the Lessee shall pay to the City of Fall River the sum of zero dollars per month on the first day of each month.
2. The Lessee's use of the leased premises shall be associated with Lessee's mission and/or purpose as a Representative of the Massachusetts 4th Congressional District.
3. The Lessor agrees to maintain the leased premises and will be solely responsible for the operation and maintenance of the leased premises.
4. Lessee shall not use the property for any unlawful purpose.
5. This lease shall automatically continue to renew for an additional 1 year term ("Renewal Terms") unless either party provides written notice to the other party ninety (90) days prior to the expiration of the original term or the applicable Renewal Term, whichever applies. Said written notice must state that said party wishes to terminate this lease after the completion of the original term or the specific Renewal Term. Said Renewal Terms shall be under the same terms and conditions as are set forth in this lease.
6. This Lease Agreement and the House District Office Lease Amendment constitutes the entire agreement between the parties. Any prior understanding or representation of any kind preceding the date of this Lease Agreement shall not be binding upon either party, except to the extent incorporated herein.

The lease shall not be assigned or transferred without the consent of the Lessor.

Signed and sealed this ____ day of _____, 2013

FOR LESSOR

William A. Flanagan
Mayor

Shawn Cadime
City Administrator

Approved as to form and manner of execution

Elizabeth Sousa
Corporation Counsel

FOR LESSEE

Joseph Kennedy III
Representative of the 4th
Congressional District

District Office Lease Attachment

(Page 1 of 4 – 113th Congress)

1. **Incorporated District Office Lease Attachment.** Lessor (Landlord) and Lessee (Member/Member-Elect of the U.S. House of Representatives) agree that this District Office Lease Attachment (“Attachment”) is incorporated into and made part of the Lease (“Lease”) and, if applicable, District Office Lease Amendment (“Amendment”) to which it is attached.
2. **Performance.** Lessor expressly acknowledges that neither the U.S. House of Representatives (“House”) nor its Officers are liable for the performance of the Lease. Lessor further expressly acknowledges that payments made by the Chief Administrative Officer of the House (“CAO”) to Lessor to satisfy Lessee’s rent obligations under the Lease – which payments are made solely on behalf of Lessee in support of his/her official and representational duties as a Member of the House – shall create no legal obligation or liability on the part of the CAO or the House whatsoever. Lessee shall be solely responsible for the performance of the Lease and Lessor expressly agrees to look solely to Lessee for such performance.
3. **Modifications.** Any amendment to the Lease must be in writing and signed by the Lessor and Lessee. Lessor and Lessee also understand and acknowledge that the Administrative Counsel for the CAO (“Administrative Counsel”) must review and give approval of any amendment to the Lease prior to its execution.
4. **Compliance with House Rules and Regulations.** Lessor and Lessee understand and acknowledge that the Lease shall not be valid, and the CAO will not authorize the disbursement of funds to the Lessor, until the Administrative Counsel has reviewed the Lease to determine that it complies with the Rules of the House and the Regulations of the Committee on House Administration, and approved the Lease by signing on page 4 of this Attachment.
5. **Payments.** The Lease is a fixed term lease with monthly installments for which payment is due in arrears on or before the end of each calendar month. In the event of a payment dispute, Lessor agrees to contact the Office of Finance of the House at 202-225-7474 to attempt to resolve the dispute before contacting Lessee.
6. **Void Provisions.** Any provision in the Lease purporting to require the payment of a security deposit shall have no force or effect. Furthermore, any provision in the Lease purporting to vary the dollar amount of the rent specified in the Lease by any cost of living clause, operating expense clause, pro rata expense clause, escalation clause, or any other adjustment or measure during the term of the Lease shall have no force or effect.
7. **Certain Charges.** The parties agree that any charge for default, early termination or cancellation of the Lease which results from actions taken by or on behalf of the Lessee shall be the sole responsibility of the Lessee, and shall not be paid by the CAO on behalf of the Lessee.
8. **Death, Resignation or Removal.** In the event Lessee dies, resigns or is removed from office during the term of the Lease, the Clerk of the House may, at his or her sole option, either: (a) terminate the Lease by giving thirty (30) days’ prior written notice to Lessor; or (b) assume the obligation of the Lease and continue to occupy the premises for a period not to exceed sixty (60) days following the certification of the election of the Lessee’s successor. In the event the Clerk elects to terminate the Lease, the commencement date of such thirty (30) day termination notice shall be the date such notice is delivered to the Lessor or, if mailed, the date on which such notice is postmarked.

District Office Lease Attachment

(Page 2 of 4 – 113th Congress)

9. **Term.** The term of the Lease may not exceed the constitutional term of the Congress to which the Lessee has been elected. The Lease may be signed by the Member-Elect before taking office. Should the Member-Elect not take office to serve as a Member of the 113th Congress, the Lease will be considered null and void.
10. **Early Termination.** If either Lessor or Lessee terminates the Lease under the terms of the Lease, the terminating party agrees to promptly file a copy of any termination notice with the Office of Finance, U.S. House of Representatives, B-245 Longworth House Office Building, Washington, D.C. 20515, and with the Administrative Counsel, Office of the Chief Administrative Officer, U.S. House of Representatives, 217 Ford House Office Building, Washington, D.C. 20515.
11. **Notification upon Occurrence of Certain Events.** Lessor agrees to promptly notify Lessee in writing in the event Lessor sells, transfers, or otherwise disposes of the leased premises; in the event Lessor is placed in bankruptcy proceedings (whether voluntarily or involuntarily); in the event the leased premises is foreclosed upon; or in the event of any similar occurrence. Lessee shall promptly file a copy of any such notice with the Office of Finance, U.S. House of Representatives, B-245 Longworth House Office Building, Washington, D.C. 20515.
12. **Estoppel Certificates.** Lessee agrees to sign an estoppel certificate relating to the leased premises (usually used in instances when the Lessor is selling or refinancing the building) upon the request of the Lessor. Such an estoppel certificate shall not require the review and approval of the Administrative Counsel.
13. **Maintenance of Common Areas.** Lessor agrees to maintain in good order, at its sole expense, all public and common areas of the building including, but not limited to, all sidewalks, parking areas, lobbies, elevators, escalators, entryways, exits, alleys and other like areas.
14. **Maintenance of Structural Components.** Lessor also agrees to maintain in good order, repair or replace as needed, at its sole expense, all structural and other components of the premises including, but not limited to, roofs, ceilings, walls (interior and exterior), floors, windows, doors, foundations, fixtures, and all mechanical, plumbing, electrical and air conditioning/heating systems or equipment (including window air conditioning units provided by the Lessor) serving the premises.
15. **Lessor Liability for Failure to Maintain.** Lessor shall be liable for any damage, either to persons or property, sustained by Lessee or any of his or her employees or guests, caused by Lessor's failure to fulfill its obligations under Sections 13 and 14.
16. **Initial Alterations.** Lessor shall make any initial alterations to the leased premises, as requested by Lessee and subject to Lessor's consent, which shall not be unreasonably withheld. The cost of such initial alterations shall be included in the annual rental rate.
17. **Federal Tort Claims Act.** Lessor agrees that the Federal Tort Claims Act, 28 U.S.C. §§ 2671-80, satisfies any and all obligations on the part of the Lessee to purchase private liability insurance. Lessee shall not be required to provide any certificates of insurance to Lessor.

District Office Lease Attachment

(Page 3 of 4 – 113th Congress)

18. **Limitation of Liability.** Lessor agrees that neither Lessee nor the House nor any of the House's officers or employees will indemnify or hold harmless Lessor against any liability of Lessor to any third party that may arise during or as a result of the Lease or Lessee's tenancy.
19. **Compliance with Laws.** Lessor shall be solely responsible for complying with all applicable permitting and zoning ordinances or requirements, and with all local and state building codes, safety codes and handicap accessibility codes (including the Americans with Disabilities Act), both in the common areas of the building and the leased space of the Lessee.
20. **Electronic Funds Transfer.** Lessor agrees to accept monthly rent payments by Electronic Funds Transfer and agrees to provide the Office of Finance, U.S. House of Representatives, with all banking information necessary to facilitate such payments.
21. **Refunds.** Lessor shall promptly refund to the CAO, without formal demand, any payment made to the Lessor by the CAO for any period for which rent is not owed because the Lease has ended or been terminated.
22. **Conflict.** Should any provision of this Attachment be inconsistent with any provision of the attached Lease or attached Amendment, the provisions of this Attachment shall control, and those inconsistent provisions of the Lease or the Amendment shall have no force and effect to the extent of such inconsistency.
23. **Construction.** Unless the clear meaning requires otherwise, words of feminine, masculine or neuter gender include all other genders and, wherever appropriate, words in the singular include the plural and vice versa.
24. **Fair Market Value.** The Lease or Amendment is entered into at fair market value as the result of a bona fide, arms-length, marketplace transaction. The Lessor and Lessee certify that the parties are not relatives nor have had, or continue to have, a professional or legal relationship (except as a landlord and tenant).
25. **District Certification.** The Lessee certifies that the office space that is the subject of the Lease is located within the district the Lessee was elected to represent unless otherwise authorized by Regulations of the Committee on House Administration.
26. **Counterparts.** This Attachment may be executed in any number of counterparts and by facsimile copy, each of which shall be deemed to be an original but all of which together shall be deemed to be one and the same instrument.
27. **Section Headings.** The section headings of this Attachment are for convenience of reference only and shall not be deemed to limit or affect any of the provisions hereof.

[Signature page follows.]

U.S. House of Representatives
Washington, D.C. 20515

District Office Lease Attachment

(Page 4 of 4 – 113th Congress)

IN WITNESS WHEREOF, the parties have duly executed this District Office Lease Attachment as of the later date written below by the Lessor or the Lessee.

Mayor William A. Flanagan
Print Name (Lessor)

Joseph Kennedy III
Print Name (Lessee)

Lessor Signature

Lessee Signature

Date

Date

From the Member's Office, who is the point of contact for questions?
Name _____ Phone (____) _____ E-mail _____@mail.house.gov

This District Office Lease Attachment and the attached Lease or Amendment have been reviewed and are approved, pursuant to Regulations of the Committee on House Administration.

Signed _____ Date _____, 20____.
(Administrative Counsel)

Send completed forms to: Administrative Counsel, 217 Ford House Office Building, Washington, D.C. 20515.
Copies may also be faxed to 202-225-6999

City of Fall River
Office of the Corporation Counsel



WILLIAM A. FLANAGAN
Mayor

ELIZABETH SOUSA
Corporation Counsel

GARY P. HOWAYECK
Assistant Corporation Counsel

CHRISTY M. DIORIO
Assistant Corporation Counsel

February 6, 2013

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

RE: Lease Agreement

Dear Council President:

Please find attached a Lease Agreement between the City of Fall River and the Vet Center and an Order authorizing the lease agreement to be entered into between the City of Fall River and the Vet Center. I respectfully request that the Lease Agreement be placed on the agenda, for Council approval, at the next City Council meeting.

Very Truly Yours,

Elizabeth Sousa
Elizabeth Sousa
Corporation Counsel

Encl/ES

cc: Raymond Hague
Veterans Agent

Alison Bouchard
City Clerk

ORDERED, that the City of Fall River hereby authorizes a lease agreement to be entered into between the City of Fall River and the Vet Center, part of the Department of Veterans Affairs, for office space to be used for providing counseling services to Veterans. The leased office space to be located at 1 Government Center, 4th Floor, Room 410, Fall River, MA.

LEASE AGREEMENT

WHEREAS, this Lease Agreement is made and entered into on _____ by and between the City of Fall River, a municipal corporation having its principal office at 1 Government Center, Fall River, MA 02722 ("Lessor") and the Vet Center, a part of the Department of Veterans Affairs ("Lessee").

WHEREAS, the Lessor hereby leases to the Lessee office space located at 1 Government Center, 4th Floor, Room 410, Fall River, MA for the purpose of providing counseling services to Veterans.

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. This Lease shall be for a term commencing February 18, 2013 and ending February 1, 2014. In consideration therefore, the Lessee shall pay to the City of Fall River the sum of zero dollars per month on the first day of each month.
2. The Lessee's use of the leased premises shall be associated with Lessee's mission and/or purpose for providing counseling services to Veterans in need of counseling for Post Traumatic Stress Disorder (PTSD), Military Sexual Trauma (MST) or Readjustment issues.
3. The Lessor agrees to maintain the leased premises and will be solely responsible for the operation and maintenance of the leased premises.
4. Lessee shall not use the property for any unlawful purpose.
5. This lease shall automatically continue to renew for an additional 1 year term ("Renewal Terms") unless either party provides written notice to the other party ninety (90) days prior to the expiration of the original term or the applicable Renewal Term, whichever applies. Said written notice must state that said party wishes to terminate this lease after the completion of the original term or the specific Renewal Term. Said Renewal Terms shall be under the same terms and conditions as are set forth in this lease.
6. This Lease Agreement constitutes the entire agreement between the parties. Any prior understanding or representation of any kind preceding the date of this Lease Agreement shall not be binding upon either party, except to the extent incorporated herein.

The lease shall not be assigned or transferred without the consent of the Lessor.

Signed and sealed this ____ day of _____, 2013

FOR LESSOR

FOR LESSEE

William A. Flanagan
Mayor

David Stone, LCSW
Department of Veterans Affairs

Shawn Cadime
City Administrator

Approved as to form and manner of execution

Elizabeth Sousa
Corporation Counsel

3



CITY OF FALL RIVER, MASSACHUSETTS

BOARD OF ELECTION COMMISSIONERS

ONE GOVERNMENT CENTER

TEL. 508-324-2630

COMMISSIONERS

ELIZABETH A. CAMARA, CHAIRPERSON

AILEEN H. BELFORD, CLERK

MICHAEL P. DUNN

GREGORY A. BRILHANTE

February 1, 2013

Honorable City Council
One Government Center
Fall River MA 02722

RECEIVED
2013 FEB - 1 P 4:40
CITY CLERK
FALL RIVER, MA

Dear City Councillors:

I am writing to follow-up on the Candeias-Niagara Fire Station that is used as a polling location for precincts 2C and 5A. The polling location survey was conducted on Friday, January 25, 2013 by Bridget Simmons Murphy, Elections Specialist from the Office of the Secretary of the Commonwealth. City Councillor Michael Miozza, William Fontaine from the Disabilities Commission of Fall River, and myself were present when the survey was conducted.

I have attached a copy of the letter received from Bridget along with a copy of the polling place survey results. I have spoken to Mr. Kenneth Pacheco, Director of Community Maintenance and have also given him a copy of the results and what needs to be done in order to keep Candeias-Niagara Fire Station as a polling location. Mr. Pacheco has informed me that he will do what is necessary to keep the fire station as a polling location and it will be ready to use for the upcoming Special State Primary being held on April 30, 2013. A temporary ramp will be made, both doors will have the hardware changed to have lever handles, the lip to the doorway at the entrance will be fixed and 1-2 temporary parking spots will be made available on Election Day near the entrance. Once the work is completed, I will contact Bridget to re-survey this location for compliance.

Sincerely,

Elizabeth A. Camara, Chairperson
Board of Election Commissioners

Elizabeth Camara

From: Simmons Murphy, Bridget (SEC) [bridget.simmons.murphy@state.ma.us]
Sent: Thursday, January 31, 2013 11:54 AM
To: Elizabeth Camara
Cc: Tassinari, Michelle (SEC); Dougan, Jeff (OHA)
Subject: Candias Fire Station Polling Location
Attachments: 950 CMR 51- Polling Place Accessibility.pdf; Amended 950 CMR 51.pdf; Fall River Ltr & Survey005.pdf

Hi Liz,

Please find the survey results of the Candeias Fire Station attached. Please let me know if you have any questions.

-Bridget

Bridget Simmons Murphy
Office of the Secretary of the Commonwealth of Massachusetts
William Francis Galvin
(tel) 617-878-3085
(fax) 617-878-3614
(email) bridget.simmonsmurphy@sec.state.ma.us



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

31 January 2013

Ms. Elizabeth Camara
Chair
Election Commission
One Government Center
Fall River, MA02722

Dear Liz,

I am writing to follow-up the polling location survey we conducted on Friday, January 25, 2013 with City Councilor Michael Miozza and William Fontaine from the Disabilities Commission of the Candeias Fire Station located at 1010 Plymouth Drive to ensure compliance with the Polling Place Accessibility for Elderly and Handicapped Voters regulations. 950 C.M.R. § 51.00, *et seq.*

During the survey, we reviewed a number of issues, including site access, parking, entrance, ramps, and building interior. After a thorough review of the Candeias Fire Station, it appears that it is not compliant with the regulations governing accessibility of polling places at this time. Please see notes for further information and needed follow-up to ensure compliance.

Please see the attached report indicating whether or not the locations complies with 950 CMR § 51.00. For those polling places that are non-compliant, the specific deficiencies are identified. To help you understand the enclosed report, the following explains the column titles.

Municipality: The city/town of the polling locations.

Polling Location: The actual location of the polling place.

Ward: The ward of the polling location.

Precinct(s): The precinct(s) of the polling location.

Location Complies: If yes, the polling location meets the requirements of 950 CMR § 51.00. If no, the polling location does not meet the requirements of 950 CMR § 51.00.

Violation Category: Of this column has data, then the notes include information regarding the reason the polling location does not meet the requirements of 950 CMR § 51.00.

I look forward to hearing back from you in a timely manner with updates to this location. Please contact me if you have any questions. I will be happy to come back after work is done to re-survey this location for compliance.

One Ashburton Place, 17th Floor, Boston, Massachusetts 02108
(617) 727-2828 • 1-800-462-VOTE (8683)
website: www.sec.state.ma.us/ele • e-mail: elections@sec.state.ma.us

I hope you find this helpful. I thank you for all of your hard work ensuring that the polling locations in the Fall River are accessible for all voters.

Kind regards,



Bridget Simmons Murphy
Elections Specialist
Office of the Secretary of the Commonwealth

Enc.

cc. Michelle Tassinari, Director/Legal Counsel, Elections Division, Office of the Secretary of the Commonwealth
Jeffrey Dougan, Assistant Director of Community Services, Massachusetts Office on Disability

Massachusetts Polling Place Accessibility Survey Results

<u>Municipality</u>	<u>Polling Location</u>	<u>Ward</u>	<u>Precinct</u>	<u>Location Complies</u>	<u>Violation Category</u>	<u>Violation Notes</u>
Fall River	Candeias Fire Station	2 C 5 A		No	Parking	One (or two) temporary Election Day parking spots should be made available near entrance.
					Entrance	Both doors (entrance & inside door) need accessible hardware- lever handles. There is a lip in the doorway that is greater than 1/2 inch. This can be addressed by using pavement patching to even the walkway to the door.
					Ramp	A ramp is necessary for the 6 inch step going into the first bay. As discussed a temporary ramp approximately 6 ft. long would provide an accessible route to the bay. A portable ramp must be at least 48 inches wide, a slope of 1:12 with handrails or wheel guards are lease two inches high on both sides.

950 CMR 51.00: POLLING PLACE ACCESSIBILITY FOR ELDERLY AND HANDICAPPED VOTERS

Section

- 51.01: Purpose
- 51.02: Accessibility Defined
- 51.03: Exemptions

51.01: Purpose

950 CMR 51.00 implements the federal Voting Accessibility for the Elderly and Handicapped Act, 42 U.S.C. §§ 1973ee to 1973ee-6 (the "Act"), and applies to all Massachusetts elections in which a federal office appears on the ballot. The purpose of 42 U.S.C. §§ 1973ee to 1973ee-6 and of 950 CMR 51.00 is to promote the fundamental right to vote by improving access for handicapped and elderly individuals to polling places for federal elections.

51.02: Accessibility Defined

Section 3(a) of the Act, 42 U.S.C. § 1973ee-1(a), requires every city and town to assure that all polling places for federal elections are accessible to handicapped and elderly voters, unless the Secretary exempts them. A polling place is "accessible" to handicapped and elderly voters, for the purpose of sections 3(a) and 8(1) of the Act, 42 U.S.C. §§ 1973ee-1(a), 1973ee-6(1), only if all of the following requirements are met:

- (1) Site Access. A clear, reasonably lit, unobstructed path of travel must be provided from the designated spaces in the parking lot, and from the street, to the accessible entrance to the building where the polling place is located. Such path of travel shall have a continuous common surface, not interrupted by steps or abrupt changes in level greater than ½ inch.
- (2) Parking. If a parking lot is available on the premises of the polling place, then the following requirements apply:
 - (a) Pursuant to the Americans With Disabilities Act (ADA) Accessibility Guidelines (4.1.2 (5)), the number of required handicapped parking spaces is:

<u>Total no. of parking spaces</u>	<u>No. of handicapped required</u>
1 - 25	1
26 - 50	2
51 - 75	3
76 - 100	4
101 - 150	5
151 - 200	6
201 - 300	7
301 - 400	8
401 - 500	9
510 - 1,000	2% of total
1,001 and over	20 plus 1 for each 100 over 1,000

- (b) For parking lots striped prior to September 1, 1996:
 - 1. The handicapped parking spaces shall be eight feet wide and have an adjacent four foot access aisle which is painted or striped yellow. The lot shall be reasonably lit.
 - 2. Identification of handicapped spaces shall be by a sign at each space or pair of spaces. The signs shall be at a height of not less than five feet nor more than eight feet to the top of the sign. The sign shall also contain the International Symbol of Accessibility and may include wording identifying its use.
- (c) For parking lots striped after September 1, 1996:
 - 1. The handicapped parking spaces shall be eight feet wide and have an adjacent five foot access aisle which is marked by high contrast painted lines or other high contrast delineation. The lot shall be reasonably lit.

51.02: continued

2. There shall be at least one "van accessible" space, but not less than one, per eight accessible spaces. The van accessible space shall be eight feet wide and have an adjacent 8 foot wide access aisle which is marked by high contrast painted lines or other high contrast delineation. The lot shall be reasonably lit.

3. Identification of handicapped spaces shall be by a sign at each space or pair of spaces. The signs shall be at a height of not less than five feet nor more than eight feet to the top of the sign. The sign shall also contain the International Symbol of Accessibility and may include wording identifying its use. Van accessible spaces shall include the words "Van Accessible."

(d) If a sidewalk is provided at such parking spaces, a curb cut (sidewalk ramp) shall be installed at each space or pair of spaces. The slope of the curb cut shall not exceed 1:12.

(e) If no parking lot is available on the premises of the polling place, at least one on-street parking place in front of the polling place must be at least temporarily designated as a handicapped parking space. Identification of the handicapped space shall be by the sign provided in 950 CMR 51.02(2)(c)3..

(3) Entrance.

(a) At least one entrance to the building must be accessible to physically disabled persons. If the main entrance to the building is not accessible, signs must be posted directing persons from the ordinary path of travel to the accessible entrance.

1. If the main entrance to the building is not accessible, the path of travel to the accessible entrance shall be the same or a substantially similar distance as the path of travel to the main entrance.

2. If the main entrance is not the accessible entrance, the door to the accessible entrance shall be unlocked and capable of being operated without assistance during the hours the polling place is open and at the same hours as the main entrance.

(b) The approach to the accessible entrance shall be a paved walk or ramp with a non-slip surface, uninterrupted by steps or abrupt changes in level greater than ½ inch. Such entrance shall have a level space 60 inches from the door on the interior and exterior of the doors.

(c) Doors to such entrances shall be a minimum of 32 inches clear, measured at 90°. No door threshold shall be higher than ½ inch above the floor on either side. Lever handles or other accessible hardware must be provided on doors, so that they may be operated with a closed fist.

(4) Ramps.

(a) If the entrance has stairs, a ramp must be provided. A permanent ramp must comply with the following:

1. The slope of the ramp must be no steeper than 1:12.

2. The width of the ramp shall not be less than 48 inches.

3. Two pairs of handrails must be set on both sides of the ramp. Such handrails must be round or oval in shape and set in pairs, one at a height between 34 and 38 inches and a lower rail set at a height between 18 and 20 inches.

(b) If it is impractical to install a permanent ramp, portable ramps shall be provided. Portable ramps shall have a slope as close to 1:12 as possible, and if a portable ramp has no handrails or side walls, it must have wheel guards at least two inches high on both sides. Portable ramps may be used to gain access from the parking lot or street to the sidewalk as well as at the entrance to a building. Portable ramps shall be securely anchored.

(5) Building Interior.

(a) All interior doors, approaches, and ramps necessary within the building to obtain access to the polling place must comply with 950 CMR 51.02(3) and (4).

(b) An accessible route which provides a continuous unobstructed path at least 36 inches wide shall be maintained inside the polling place and shall coincide with the route for the general public.

(6) Voting Equipment.

(a) In every polling place, a specimen ballot must be posted at a height no greater than 48 inches.

51.02: continued

(b) Where paper or punch-card ballots are used, at least one marking shelf at each polling place (at a primary where punch-card booklets are used, one for each party) must provide clear space under the shelf not less than 30 inches wide, at least 27 inches clear to the underside of the shelf, and not more than 32 inches in height to the top of the shelf, and must contain privacy barriers on both sides of the shelf. For this special marking shelf, the handle of any stylus used for punching punch-card ballots shall be at least one inch thick and at least three inches long.

(c) Where voting machines are used, a specimen ballot must be placed in at least one machine at each polling place, at a height no greater than 48 inches. For voting machines which have any levers higher than 48 inches above the floor, a "reacher" must be made available to assist disabled persons in reaching the upper levers.

(7) Variations. A city or town may apply to the Architectural Access Board, under 521 CMR 3.00(4.1.1), for a variance from the accessibility requirements of 950 CMR 51.02 or, to the extent that they apply to any polling place, from the requirements of the Architectural Access Board's regulations in 521 CMR 3.00. Notice of an application for any such variance shall be given in the manner required by 950 CMR 51.03(4)(b), and shall also be given to the Director of Elections. No such variance shall be allowed which substantially impairs the accessibility of a polling place to handicapped and elderly voters.

(8) Time Accessibility Required. All non-exempt polling places must be accessible no later than three weeks before the first federal election of an even-numbered year.

51.03: Exemptions

(1) Delegation to Director of Elections. The Secretary delegates to the Director of Elections (the "Director") the authority to determine whether a polling place is exempt from the accessibility requirements under section 3(b) of the Act, 42 U.S.C. § 1973ee-1(b), and under 950 CMR 51.03.

(2) Emergency exemptions. In an emergency under section 3(b)(1) of the Act, 42 U.S.C. § 1973ee-1(b)(1), an exemption may be applied for and determined by telephone, but both the city or town and the Director shall confirm their communications in writing. Mere failure of the city or town to make adequate and timely plans and arrangements does not constitute an emergency. If an exemption is allowed, it applies only to one election, and the city or town must exercise its best efforts to find another accessible polling place, and if none is available, to provide whatever assistance is possible to handicapped and elderly voters. If an emergency exemption is allowed, handicapped or elderly voters assigned to such an emergency exempt polling place may vote by absentee ballot in the office of the city or town clerk or election commission without applying in advance. The procedures set forth in the second paragraph of M.G.L. c. 51, § 59 shall apply to such voters, except that the absentee ballot envelope shall be marked "Emergency Polling Place Exemption".

(3) Non-availability Exemptions: Standards. In determining under section 3(b)(2)(A) of the Act, 42 U.S.C. § 1973ee-1(b)(2)(A), that all potential places have been surveyed and that no accessible place is available, nor is the city or town able to make one temporarily accessible in the area involved, the Director shall consider the following factors:

(a) Whether each location has been studied by a trained person to determine whether or not it is accessible.

1. Polling places should not be presumed to be accessible simply because there are no obvious barriers, but 950 CMR 51.02 must be applied.
2. A trained person is one with knowledge of what constitute structural barriers to handicapped individuals.
3. Handicapped persons, representatives of handicap groups or professionals who work with handicapped individuals should be consulted.
4. If a location is inaccessible, then the city or town should either seek an alternative accessible location or seek to have the barriers removed.

51.03: continued

- (b) Whether the owners or proprietors of the building have been consulted regarding the modifications. If the owners or proprietors are unwilling to make the modifications, then an alternative location should be sought. Possible locations include those which are currently accessible and those where the owners or proprietors are willing to make necessary modifications.
 - (c) Whether an estimate of the cost to make the modifications has been obtained from a qualified person (construction contractor, carpenter), and whether different options for removing the barriers have been explored (*e.g.*, temporary ramps).
 - (d) With respect to polling places in inaccessible government buildings, whether the city or town has urged government officials to make the modifications necessary for the buildings to be accessible.
 - (e) The record of the city or town's percentage of polling places in compliance in the past.
 - (f) The city or town's expressed plans for providing an accessible polling place in the future.
- (4) Non-availability Exemptions: Procedure.
- (a) The city or town body responsible for selecting polling places under M.G.L. c. 54, § 24 (city council, board of selectmen, or election commission) must apply in writing for any exemption under section 3(b)(2) of the Act, 42 U.S.C. § 1973ee-1(b)(2). The application must be filed with the Director of Elections, under the penalties of perjury and in a form prescribed by him, not later than 180 days before the first federal election of an even-numbered year.
 - (b) Not later than the application deadline, the city or town must give notice that it has applied for the exemption, by posting notice on the principal bulletin board, sending copies to all local news media, and mailing copies to the local council on aging, to any municipal handicapped office or commission, to the state Office of Handicapped Affairs (One Ashburton Place, Room 1305, Boston, MA 02108), and to any additional organizations which the Director may prescribe. The notice shall state the designation and address of the polling place or places for which exemption is sought, the reasons for the application, the location at which a copy of the application may be inspected, and the fact that any person may file a written response within 30 days with the state Director of Elections, One Ashburton Place, Room 1705, Boston, MA 02108, telephone (617) 727-2828 or (800) 462-8683.
 - (c) Any person may file with the Director a written response to an exemption application within 30 days after it is filed.
 - (d) The Director may, in his discretion, seek further information from the city or town or hold an informal hearing before himself or his designee.
 - (e) Not later than 90 days before the first federal election of an even-numbered year, the Director shall notify the city or town in writing whether an exemption is allowed and of the reasons for the decision. The period of an exemption shall be two calendar years, beginning with an even-numbered year. Renewal of the exemption requires a new application.
- (5) Alternative Voting Methods. As required by section 3(b)(2)(B) of the Act, 42 U.S.C. § 1973ee-1(b)(2)(B), handicapped or elderly voters assigned to an exempt polling place may vote by absentee ballot, either by mail or in the office of the city or town clerk or election commission, if they previously apply in writing, under M.G.L. c. 54, §§ 86 through 103Q. Current state law prevents assigning such voters to another polling place, as well as "curbside voting" outside the polling place on election day.

REGULATORY AUTHORITY

950 CMR 51.00: 42 U.S.C. §§ 1973ee to 1973ee-6; c. 54, § 37.

Changes to Regulations: Chapter 51.00: Polling Place Accessibility for Elderly and Handicapped Voters

In 950 CMR § 51.01, replace the entire section with the following:

950 CMR § 51.00 implements the federal Voting Accessibility for the Elderly and Handicapped Act, 42 USC §§ 1973ee to 1973ee-6 (the "Act"), and Amended Article 114 of the Massachusetts Constitution and applies to all Massachusetts elections. The purpose of 42 USC 42 USC §§ 1973ee to 1973ee-6, Amended Article 114 of the Massachusetts Constitution and 950 CMR § 51.00 is to promote the fundamental right to vote by improving access for handicapped and elderly individuals to polling places and the voting process.

In 950 CMR 51.02(6), add the following new section as (a) and re-designate the remaining sections accordingly:

(a) For every state, federal, municipal election, preliminary or primary, either regular or special, each polling place shall have at least one accessible voting unit that is usable by people with disabilities. Any accessible voting unit must first be approved for use by the state secretary. Accessible voting units shall be located within a polling place so as to be readily available for use by voters during the voting hours.

City of Fall River, *In City Council*

11

(Council President Pereira)

WHEREAS, complaints have been received with regard to water bills, and

WHEREAS, residents have experienced increases in their bills due to equipment malfunctions, now therefore

BE IT RESOLVED, that representatives of the Department of Community Utilities be invited to a future meeting of the Finance Committee to address this matter.

City of Fall River, In City Council

12

(Council President Pereira)

WHEREAS, there has been much discussion regarding the Fall River Chamber of Commerce working with five regional Chambers of Commerce, and

WHEREAS, many regional projects effect the City of Fall River, now therefore

BE IT RESOLVED, that Attorney Robert Mellion, President and CEO of the Fall River Chamber of Commerce, along with other regional chamber executives be invited to a future meeting of the City Council Committee on Economic Development and Tourism to provide an overview of this work.

City of Fall River, *In City Council*

13

(Councilor Eric Poulin)
(Councilor Michael L. Miozza)
(Councilor Raymond A. Mitchell)
(Council President Pereira)
(Councilor Bradford L. Kilby)
(Councilor Daniel M. Rego)

WHEREAS, in the Mayor's recent State of the City address he outlined a firm commitment to public safety, and

WHEREAS, the Fall River City Council also strongly supports public safety and wishes to see a specific commitment to such, now therefore

BE IT RESOLVED, that the Fall River City Council strongly urges the administration when it presents the Fiscal Year 2014 Budget to the City Council in June to commit to funding a minimum of five (5) new police officers in said budget.

CC

24

13-7

J.M. Sullivan Insurance Agency Inc.
1081 North Main Street
Brockton, MA 02301
Office 508-559-6100
Fax 508-559-1662

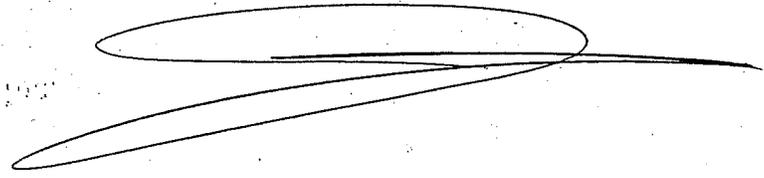
Your Insured: Christopher R Martin

Our Insured: John F Keefe

Please see the attached accident report for the loss on 1/25/13 . The accident was caused by your insured. Our insured does not carry coverage for the loss. Please assign an appraisal so that our insured can receive recompense for the loss. Thank you for your prompt attention to this matter.

Sincerely,

James M Sullivan



arg + 2 copies Jan
1 DPW
1 CP
1 copy chud

RECEIVED
2013 JAN 29 A 10:50
CITY CLERK
FALL RIVER, MA

CLAIM FORM
City of Fall River, Massachusetts

RECEIVED

Name: DON KEYSER

2013 FEB -4 A 9:00

Address: 140 ESSEX ST. APT 402
FALL RIVER, MA 02720

CITY CLERK 13-8
FALL RIVER, MA

Phone #: 508-677-0716

Type of Claim: M.G.L. Chapter 84 M.G.L. Chapter 258 Other

Date of Incident: JAN 5 - 2013

Time of Incident: approximately 4:30 pm

Location of Incident: DAVOL ST North - South of President Ave.

Provide a detailed description of your claim (attach additional sheets if necessary):

after picking up a friend in the S.O. End I was driving
North on Davol St. on my way to Bridgewater at approximately
4:30 pm. Moving into the left lane to pick up Rt 29 to Rt 24 N
I ran into a pot hole (approx 12" across & 6" to 8" deep) & so hard
that my head hit the side window. My truck immediately
started to pull to the left instead of going straight.
Upon having the truck inspected on 1/7/13 it was
found to have snapped a spring hanger which made the
rear axle to shift & run sideways. It was repaired
on that thru 1/10/13 at a cost of \$220.00.
(Being on a fixed income I paid \$100.00 and owe a
balance of \$120.00 which will be paid on 1/23/13. See attached
Receipts). This happened on Davol St North between President Ave &
Pierce St beyond the entrance to the President Ave Plaza.

* You should consult with your own attorney in preparing this Claim Form to understand your legal rights.



RECEIVED

Jacqueline Kierstead, Claim Manager

2013 FEB -4 A 11:35

CITY CLERK 13-9
FALL RIVER, MA

01/31/2013

City of Fall River
Office City Clerk
1 Government Center,
Fall River, MA 02720

Claim Number: 033299102
Policy Number: HC232726
Company Name: Arbella Mutual Insurance Company
Date of Loss: 12/10/2012
Place of Accident: Pleasant St / Sixth Street
Time of Loss: 6:00:00 PM EST

Notice of claim under Mass. General Laws, Chapter 84 (pothole or defect in public ways).

Legal notice is given under M.G.L. Chapt. 84, as Chief Executive Officer for the City of Fall River of Fall River, Mass. Demand is made for compensation and notice of claim is given by our insured (MIGUEL ALBERGARIA, 11 ALMY ROAD, SOMERSET, MA 02726), and this company's right by assignment to reimbursement in subrogation of payment made to our insured.

Cause of Action: Pothole or defect in public way described as -- crosswalk placement at the intersection of Pleasant Street and 6th Street.

Please direct this letter to the party you will designate to handle this matter for you. Please have this party acknowledge our claim in writing and contact the undersigned to discuss settlement of this matter.

Very truly yours,

Louise Burner
Claim Service Specialist
Bridgewater Claim Office
508-217-0127 ext. 7343
Fax 617-773-4760

orig & 2 copies Lou
1 DPW
1 CC
1 City Clerk

Enclosures: multiple attachments

Colleen Taylor

From: Linda Pereira [lindacitycouncil1@verizon.net]
Sent: Monday, February 04, 2013 11:04 AM
To: Colleen Taylor
Subject: Re: Repaving of Clark Street

Colleen

Can u add this communication to the agenda and then we can refer to public work and transportation

Sent from my iPhone

On Feb 4, 2013, at 9:27 AM, "Colleen Taylor" <ctaylor@fallriverma.org> wrote:

>
>
> -----Original Message-----
> From: Alfred [<mailto:aj2608@comcast.net>]
> Sent: Sunday, February 03, 2013 11:22 AM
> To: city_council@fallriverma.org
> Subject: Repaving of Clark Street
>
> Greetings
> I would like to address the city council of Fall River concerning the
> repaving of Clark Street.
> Clark street is in great of being repair, repaving. The entire street
> is full of cracks and there are several large pot holes. The city in
> the past has just fill in the holes which has we all know is just a
> temporary fix to a larger problem. Please I ask that some one take a
> ride to Clark and see have terrible this street has become. There are
> already two large sections of the street which have been patched. I
> understand the city has a problem with streets. While you are there
> you may be want to take a ride up Wilson road from North main as this also is very heavy
> travel street.
>
> Thank you
> Alfred Barnaby
> 50 Clark Street Apt 10
> Fall River, Mass 02720
>



Commonwealth of Massachusetts
Executive Office of Energy & Environmental Affairs

26

Department of Environmental Protection

One Winter Street Boston, MA 02108 • 617

DEVAL L. PATRICK
Governor

TIMOTHY P. MURRAY
Lieutenant Governor

Linda M. Pereira
Fall River City Council
One Government Center, Room 227
Fall River, MA 02722

K. SULLIVAN JR.
Secretary

LETH L. KIMMELL
Commissioner

RECEIVED

2013 FEB -1 A 11:11

JAN 25 2013

Ms. Susan McArthur
MassDOT
10 Park Plaza, Room 4260
Boston MA 02116

CITY CLERK
FALL RIVER, MA

RE: Written Determination pursuant to M.G.L. c.91, Waterways Application # w12-3623N
State Roadway Reconstruction Project at the Route 79/I-195 Interchange
Filled tidelands of Taunton and Quequechan Rivers, Fall River, Bristol County

Dear Ms. McArthur,

The Department hereby issues this Written Determination, pursuant to MGL Chapter 91, the Public Waterfront Act, and 310 CMR 9.00, the Waterways Regulations, of its intent to approve the referenced application, subject to the attached conditions.

The Applicant, Mass. Department of Transportation ("MassDOT"), requests authorization to reconstruct the existing interchange of state route 79 with interstate 195 and associated roadways in the municipality of Fall River in and over filled tidelands of the Taunton and Quequechan Rivers that are not considered landlocked tidelands. This reconstruction is one of the major projects in MassDOT's Accelerated Bridge Program with strict deadlines for design/build progress.

The overall roadway reconstruction project is located across filled tidelands, landlocked tidelands, and natural uplands. The extent of work within tidelands has been quantified for the purpose of this waterways license application review, but the overall context of the project could not be ignored as many of the traffic safety, bicycle and pedestrian improvements occur outside the tidelands subject to MGL c91 jurisdiction. Specifically, the project includes the following components:

- Remove a portion of an existing two-level viaduct at the interchange between Routes 79, Route 138 and Interstate 195;
- Reconstruct a section of State Routes 79 and 138 Northbound, known locally as Davol Street, as an at-grade, four lane divided roadway with sidewalks;
- Reconstruct a portion of the one lane Ramp G that connects Interstate 195 Westbound with State Route 79/138 Northbound;
- Realign and widen the intersection of Route 79 and Route 138/Davol Street with Central Street;
- Reconstruct a portion of Route 138 Southbound/Davol Street, as a separate 2 lane roadway with on street parking;

- Reconstruct a portion of Central Avenue from the intersection with Routes 79/138 to the previously authorized Central Avenue Bridge, over the flowed waters of the Quequechan River;
- Construct a portion of a new roadway, to be known as the Water Street Connector, from Route 79 to Water Street including a dedicated bike lane;
- Improve the existing sidewalks by expanding to a minimum width of 6 feet and locating a sidewalk on at least one side of each roadway, clearly delineate pedestrian crosswalks and improve stormwater management infrastructure;
- Reconstruct the four (4) previously approved driveway entrances to, and approximately 15,100 square feet of, the Heritage State Park located on Route 79 Southbound.

Water Street forms the boundary of the Fall River Designated Port Area so the interchange of the proposed Water Street Connector with Water Street is located within the Fall River DPA. The Central Street Bridge is eligible for listing on the National Register of Historic Properties and a portion of the highway reconstruction within landlocked tidelands is located within a Historic District listed on the State and National Register (known as the American Printing Company-Metacomet Mill Historic District).

Reasonable measures to provide open space for public active and passive recreation include improvements to the adjacent Heritage State Park and the Gates of the City Monument parcel as well as streetscape improvements on a portion of Water Street. Measures will be taken to ensure there is no disruption to the Community Boating Program operating from Fall River Heritage State Park during construction and replacement boat storage will be provided at a mutually agreed upon MassDOT property located nearby, which demonstrates compliance with 310 CMR 9.36(3).

FINDINGS:

- 1) The Department determines that the use of filled Commonwealth Tidelands to provide landside transportation services to the public is a nonwater-dependent infrastructure use pursuant to 310 CMR 9.12(2)(c)(2). The Department has therefore, processed the application as a nonwater-dependent use project in accordance with 310 CMR 9.12(1). The Department further determines this is a public service project since the entire control, development, and operation is undertaken by MassDOT, a public agency, for the provision of services directly to the public.
- 2) The Department determines that the proposed roadway reconstruction is located on filled Commonwealth tidelands and represents a significant structural alteration since an existing two-level roadway viaduct is being replaced with an at grade roadway that has a wider footprint as well as modifications to highway Ramp G and local streets and the construction of an approximately 85 foot portion of the a new roadway (the Water Street Connector). The Department's Presumptive Line Project delineated the historic high water line based on a compilation of two historic maps drawn in 1812 and 1837. Three licenses were found for work within the project area: namely, License 2648 issued to the City of Fall River in 1902 to construct the Central Avenue Bridge and Licenses 845 and 1831 to the Department of Environmental Management issued in 1982 and 1988 to

develop and improve the Fall River Heritage State Park. The present highway is presumed to be authorized through Department of Public Works contract number 7350 (for the DPW Fall River Western Expressway).

- 3) The Applicant has published the required public notice on July 27, 2012 in the Fall River Herald News and the associated public hearing was held at 4:00 PM on August 14, 2012 in the Heritage State Park Auditorium on Davol Street, Fall River. The comment period was extended to August 27, 2012 as announced at the public hearing. The following three persons or groups submitted written comments during the public comment period: Mass. Division of Marine Fisheries; city resident Richard Renzi who represented a 10-citizen group; and an abutting business owner, Dr. Jose Monteiro. Comments of the Mass. Department of Conservation and Recreation to Secretary Sullivan, dated July 20, 2012, were also taken into consideration. All of the public comments were reviewed, responded to by the Applicant, and addressed in the Department's findings or special conditions of this determination. The issues contained in the public comment that were within the MGL c. 91 jurisdiction can be grouped in the following manner: further extension of the public comment period; protection of flounder spawning habitat in the Quequechan River; measures to improve public access to the adjacent DCR Battleship Cove and not disrupt the boating program; safety of vehicle, pedestrian and bicycle movements. Requests to consider other alternative designs that address areas of concern outside the chapter 91 jurisdiction of the project were considered untimely since the MEPA review of alternatives had been completed by the time of the hearing.
- 4) The Applicant has submitted relevant documentation regarding compliance with other regulatory requirements including the Massachusetts Environmental Policy Act (EOEA #14917), the Wetlands Protection Act (File #SE 24-0629), Water Quality Certification (issued August 28, 2012), the Mass. Historic Commission Act (Section 106 concurrence of no adverse effect dated October 24, 2011 and April 5, 2012). The Planning Board Notification was dated March 29, 2012. Since the applicant is a state agency, local zoning does not apply.
- 5) The Department is not required to make a section 61 finding pursuant to MGL Chapter 30 section 61, the Massachusetts Environmental Policy Act, since the Secretary did not require an Environmental Impact Report in the Certificate dated July 27, 2012. The Environmental Notification Form included an analysis of three alternative designs that were part of an original group of more than 15 conceptual designs reviewed by a task force that included representatives of the local business community, neighborhood groups, consultants, local regional, state, and federal government agencies and other interested parties. The Secretary found the proposed design alternative "demonstrated that the project's environmental impacts will be avoided, minimized and/or mitigated to the greatest extent practicable."¹
- 6) The Department determines that the proposed project as conditioned complies with the standards of 310 CMR 9.55, *Standards for Nonwater-Dependent Infrastructure Facilities*

¹ See page 10 of the Secretary's Certificate on the Environmental Notification Form dated July 27, 2012.

and all other applicable standards of the Waterways Regulations. Reasonable measures to provide open space have been provided for active and passive recreation including improvements to the adjacent Heritage State Park and Gates of the City Monument parcel as well as streetscape improvements on a portion of Water Street. Measures will be taken to ensure the operation of the Community Boating Program operating from Heritage State Park will not be disrupted during construction and replacement storage will be provided at a mutually agreed upon MassDOT property located nearby, which demonstrates compliance with 310 CMR 9.36(3).

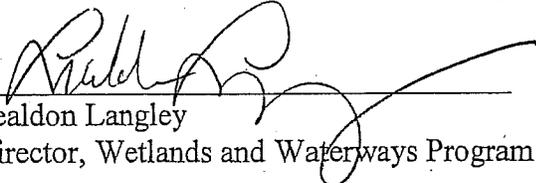
- 7) The Department determines that the project, as conditioned, has no overriding detriment to the public interest that would overcome the presumption that the project serves a proper public purpose in accordance with 310 CMR 9.31(2)(b)(3). Therefore, the Department determines that the proposed project serves a proper public purpose that provides greater public benefit than detriment to the public's rights in said tidelands.
- 8) The Department presumes that the proposed project is consistent with all applicable CZM policies, in accordance with M.G.L. c.91 § 18, since no letter was received from the Massachusetts Office of Coastal Zone Management (CZM).
- 9) As a public service project, the License to be issued pursuant hereto shall be valid for an unlimited term pursuant to 310 CMR 9.15(1)(c).

On the basis of the foregoing analysis, the Department will approve the proposed structures and uses described herein, as shown on the draft license plan and as shall be modified and delineated on the final license plans in accordance with the terms of this Determination. This Determination is subject to the attached special conditions to be carried out by the referenced Applicant (hereinafter the "Licensee"). These special conditions will be included, in substantially the same form, along with the standard conditions, with the final Chapter 91 Waterways license to be issued pursuant hereto. This Determination, including the attached Special Conditions, is subject to appeal as described in more detail in the Notice of Appeal Rights section. The Department will grant the Waterways license if no appeals are filed within 21 days of the issuance of this Written Determination and upon receipt of the final mylar plans.

No construction or alteration in or to any portion of the site within jurisdiction pursuant to M.G.L. Chapter 91 is authorized until a Waterways License has been issued. If you have any further questions, please contact Andrea Langhauser at (617) 348-4084 of the Waterways Regulation Program.

THIS DETERMINATION IS ISSUED BY THE DEPARTMENT OF ENVIRONMENTAL PROTECTION ON THE

25th DAY OF January 2013


Lealdon Langley
Director, Wetlands and Waterways Program

Cc: Mayor and City Council of Fall River

- Fall River Planning Department
- Fall River Conservation Commission (DEP File # SE 24-0629)
- Fall River Harbor Planning Committee
- Steve Smith, Ex. Director, Southeast Regional Planning & Economic Dev. District
- Bob Boeri, Coastal Zone Management & Ocean Sanctuary Program
- ✓ Dave Janik, CZM South Coast Regional Coordinator
- Department of Fish and Game – Natural Heritage Program
- Massachusetts Historical Commission, Brona Simon
- ✓ Division of Marine Fisheries - South Shore Office
- Attn: Eileen Feeney, 1213 Purchase St, 3rd Floor New Bedford, MA 02744
- ✓ Conservation Law Foundation, Peter Shelley
- U.S. Army Corps of Engineers, New England Division NAE 2011-01843

OTHERS THAT SUBMITTED PUBLIC COMMENTS

- Richard Renzi via email, representing a 10-citizen group
- Dr. Jose Monteiro via email

MassDEP will send an electronic copy to:

- ✓ DEP/SERO, DWW, Chris Ross *Phil W.*

(2) WRP Files

NOTICE OF APPEAL RIGHTS

Who has the right to appeal?

The following persons shall have the right to an adjudicatory hearing concerning this decision by the Department to grant or deny a license or permit, in accordance with 310 CMR 9.17(1): (a) an applicant who has demonstrated property rights in the lands in question, or which is a public agency; (b) any person aggrieved by the decision of the Department to grant a license or permit who has submitted written comments within the public comment period; (c) ten (10) residents of the Commonwealth who, pursuant to M.G.L. c. 30A, § 10A, have submitted comments within the public comment period with at least 5 of the 10 residents residing in the municipality(s) in which the license or permitted activity is located. The appeal shall clearly and specifically state the facts and grounds for the appeal and the relief sought, and each appealing resident shall file an affidavit stating the intent to be part of the group and to be represented by its authorized representative; (d) the municipal official in the affected municipality who has submitted written comments within the public comment period; and (e) CZM, for any project identified in 310 CMR 9.13(2) (a) for CZM participation or, in an Ocean Sanctuary, if it has filed a notice of participation within the public comment period.

How can I request an adjudicatory hearing?

A person requesting an adjudicatory hearing must submit a "Notice of Claim" to the Department, with a copy of the MassDEP Transmittal Form and including the detail specified below, within twenty-one (21) days of the date of issuance of this decision. The MassDEP Fee Transmittal Form is available at the

following website: <http://www.mass.gov/dep/service/adr/adjherfm.doc>. The Notice of Claim must be made in writing and sent by certified mail or hand delivery to:

Case Administrator
MassDEP
One Winter Street, 2nd Floor
Boston, MA 02108

A copy of the complete Notice of Claim must be sent at the same time by certified mail or hand delivery to: (1) the applicant, (2) the municipal official of the city or town where the project is located, and (3) the issuing office of the MassDEP, which in this case is located at:

MassDEP Waterways Regulation Program
One Winter Street, 5th Floor
Boston, MA 02108

The MassDEP Fee Transmittal Form and a valid check payable to the Commonwealth of Massachusetts in the amount of one hundred dollars (\$100) must be mailed to:

Mass. Department of Environmental Protection
Commonwealth Master Lockbox
P.O. Box 4062
Boston, Massachusetts 02211

What information must be included in the hearing request?

Pursuant to 310 CMR 9.17(3), any Notice of Claim requesting an adjudicatory hearing must include the following information:

- (a) the MassDEP Waterways Application File Number;
- (b) the complete name, address, fax number and telephone number of the applicant;
- (c) the address of the project;
- (d) the complete name, address, fax number, and telephone number of the party filing the request and, if represented by counsel, the name, address, fax number, and phone number of the attorney;
- (e) if claiming to be a person aggrieved, the specific facts that demonstrate that the party satisfies the definition of "aggrieved person" found in 310 CMR 9.02;
- (f) a clear statement that a formal adjudicatory hearing is being requested;
- (g) a clear statement of the facts which are the grounds for the proceedings, the specific objections to the MassDEP's written decision, and the relief sought through the adjudicatory hearing, including specifically the changes desired in the final written decision; and
- (h) a statement that a copy of the request has been sent to: the applicant and the municipal official of the city or town where the project is located.

Dismissal of request

The request for appeal will be dismissed if the filing fee is not paid, unless the appellant is exempt or is granted a waiver. The filing fee is not required if the appellant is a city or town (or municipal agency), county, or district of the Commonwealth of Massachusetts, or a municipal housing authority. The Department may waive the adjudicatory hearing filing fee pursuant to 310 CMR 4.06(2) for a person who shows that paying the fee will create an undue financial hardship. A person seeking a waiver must file an affidavit setting forth the facts believed to support the claim of undue financial hardship together with the hearing request as provided above.

WRITTEN DETERMINATION AND CONDITIONS

Massachusetts Department of Transportation

of -- Boston --, in the County of -- Suffolk -- and Commonwealth aforesaid, has applied to the Department of Environmental Protection for license to ---- reconstruct the existing roadway interchange of State Route 79 with Interstate 195, as well as associated local roadways, sidewalk and stormwater improvements and realign driveways into a parking lot; and construct and maintain a portion of a new roadway, all described in more detail below -----

and has submitted plans of the same; and whereas due notice of said application, and of the time and place fixed for a hearing thereon, has been given, as required by law, to the ---- Mayor and City Council ---- of the ---- City of Fall River; -----

NOW, said Department, having heard all parties desiring to be heard, and having fully considered said application, hereby, subject to the approval of the Governor, authorizes and licenses the said -----

Massachusetts Department of Transportation ("MassDOT"), subject to the provisions of the ninety-first chapter of the General Laws, and of all laws which are or may be in force applicable thereto, to ---- construct and maintain approximately 85 linear feet of roadway known as Water Street Connector between station 4+94.08 and 5+79.27 ----- and ----- reconstruct and maintain approximately 333 linear feet of Route 79/138 south of Central Street between station 28+01.09 and 31+33.33; approximately 750 linear feet of Route 79/138 Southbound between station 31+50 and 38+0; approximately 400 linear feet of Route 79/138 Southbound and Route 79/138 Northbound and approximately 206 linear feet of Ramp G structure between station 38+00 and 42+00; approximately 500 linear feet of Route 79/Rte. 138 Southbound and Northbound and approximately 15,100 square feet of parking lot between station 42+00 and 47+0; approximately 1,000 linear feet of three road structures (Route 79 Southbound and Northbound, Davol Street South/Route 138, and Davol Street North/Route 138) between station 47+00 and 57+00; approximately 85 linear feet of one lane on Central Street between station 12+69.55 and 13+54.40; repairs to the previously approved Central Street Bridge and associated sidewalk, bike lanes and stormwater improvements -----

in and over the filled tidelands of -- the Taunton River and the Quequechan River -- at ----- the interchange of State Route 79 with Interstate 195 -- in the -- City of Fall River and in accordance with the locations shown and details indicated on the accompanying Draft DEP License Plan No.w12-3623N, dated December 27, 2012 (13 sheets).

Specific legislative authorizations and licenses issued previously at the project site include: H&L 2648 (issued in 1902); DEQE 845 (issued in 1982); and DEQE 1831 (issued in 1988).

The structures authorized hereby shall be limited to the following uses: provision of landside transportation services to the public, public use and enjoyment of the waterfront, and stormwater management.

This License is valid for an unlimited term pursuant to 310 CMR 9.15(1)(c).

This License is subject to the following Special Conditions and Standard Conditions.

Special Condition #1 Modifications to Licenses: Pursuant to 310 CMR 9.22, the Department may approve, on an individual basis, modifications to construction activities which represent an insignificant deviation from the original specifications of the License, in terms of size, configuration, materials, or other relevant design or fabrication parameters as determined by the Department within all areas delineated as "Limits of Work" on the license plans. The review procedure is as follows.

- a) The Licensee shall submit to the Department a written request accompanied by plans describing the proposed modifications, for review and approval of the MassDEP no later than 45 days after submittal of the 75% level design drawings.
- b) The Licensee shall concurrently provide copies of the request and plans to MassDOT Liaison in the MassDEP/SERO, the Massachusetts Coastal Zone Management Office/South Coast Regional Office, and, when pertinent for their review and comment, the City of Fall River Mayor and City Council, the Fall River Conservation Commission, and the Department of Conservation and Recreation. The Department will consider comments submitted within ten (10) days of the Department's receipt of the minor modification request.
- c) If a Licensee submits plans and documentation that the MassDEP determines do not substantially conform to the license, the Licensee may (1) revise said plans and documentation to substantially conform; or (2) submit a new license or amendment application
- d) The Licensee shall presume the minor modification is approved if the Department does not act within 30 days of receipt of the request.

Special Condition #2 Central Street Bridge: The previously approved Central Street Bridge shall be repaired and the parapet walls modified to accommodate new retaining walls and the widening of the roadway in the adjacent intersection between Central Avenue and Route 79/Davol Street as further described on Draft License Plan Sheet 11 of 13.

- a) All repair work shall be done within the existing footprint of the approved structure. The stone arch shall not be disturbed and existing field stone shall be reused or replaced with a comparable material to maintain the historic character of the existing stonework on this National Register-eligible bridge F-02-093.
- b) The Licensee shall protect the flounder spawning habitat in the Quequechan River by minimizing impacts to the river substrate, installing turbidity controls prior to construction, storing construction materials and equipment above the riverbanks, and using a mortar material that is not toxic to aquatic and marine environments as identified in the Water Quality Certification and Order of Conditions.

Special Condition #3 Storm water Management: The Licensee shall design, operate, inspect, and maintain in good repair all elements of the storm water infrastructure in accordance with the redevelopment standards of the Massachusetts Stormwater Standards as further described and conditioned in the Water Quality Certification issued August 28, 2012. This shall include any additional

improvements that are identified in the design/build process in accordance with the Water Quality Certification Special Condition #11.

Special Condition #4 DCR Heritage Park Parking Lot: The geometry of the previously authorized parking lot and associated driveways shall be modified in accordance with the details shown on Draft License Plan Sheets 6, 7 and 8 of 13 and in accordance with the DCR Construction and Access Permit. Crosswalks shall be installed across the base of the driveways to ensure safe pedestrian passage. The Licensee shall provide a copy of the DCR Construction and Access Permit to the DEP within 30 days of issuance. The existing sidewalk connecting the parking lot to the waterfront boardwalk will be reconstructed to a minimum width of at least 6 feet clear of obstructions with an ADA compliant ramp.

Special Condition #5 Community Boating Program: The Licensee shall ensure there is no disruption to the existing Community Boating Program operating from the Fall River Heritage State Park during and after construction in accordance with 310 CMR 9.36(3). The Licensee shall relocate the boat storage under the Route 79 Viaduct to land owned by the Licensee on Water Street in advance of the start of construction. The storage space shall be provided at no additional cost.

Special Condition #6 Public Access Improvements: The Licensee shall improve the pedestrian access to the waterfront by widening existing sidewalks for safe, free and universally accessible public passage and by providing pedestrian signalization and crosswalks at the all traffic signals including Central Street Intersection. Sidewalk widths and number of travel lanes at the Central Street Intersection and on Water Street Connector are as follows.

- a) Central Street west of Route 79 – one travel lane, a ten-foot sidewalk on the north side, no sidewalk on the south side;
- b) Central Street east of Route 79 - 1 travel lane, 1 left turn lane and 1 right turn lane, 6-foot sidewalk on the north side, no sidewalk on the south side;
- c) Route 138 (south of Central Street intersection) - 2 through lanes and 1 left turn lane on northbound approach, 2 through lanes southbound; 6-foot sidewalks on both sides;
- d) Rte. 79/Route 138 (north of Central Street intersection) - 2 travel lanes in each direction and right turn on southbound side; 6-foot sidewalk on southbound side only; and
- e) Water Street Connector - 1 through-right turn lane and 1 through lane eastbound, 1 travel lane westbound, a 6-foot sidewalk on the south side and five foot bike lanes on both sides.
- f) In general, the Licensee shall construct and maintain sidewalks with a minimum 6 foot width clear of any obstacles, which are constructed of cement concrete or comparable material, and are located at least on one side of each roadway except as noted below and as further described on Draft License Plan Sheets 12 and 13 of 13.
- g) The Licensee shall ensure the public access improvements are available for safe public pedestrian when the corresponding roadway opens for vehicular traffic.

Special Condition #7 Open Space Improvements: The Licensee shall improve the pedestrian use and enjoyment of the DCR Heritage State Park, Gates of the City Monument area and a portion of the Waterfront District Entry Area. Final design of the area and location of the site furnishings shall be coordinated with the City, or the Department of Conservation and Recreation in accordance with the

Construction and Access Permit for any work undertaken within the Fall River Heritage State Park, and shall be in substantial conformance with this written determination.

- a) At the DCR Heritage State Park, the Licensee shall install ten (10) park benches; five (5) bike racks; five (5) picnic tables; and underground gas and cable service from Route 79 to within ten (10) feet of the Visitors Center Building. The final design specifications and locations shall be determined by the DCR in substantial conformance with this written determination. The street furnishings shall be installed prior to the nearest highway component being open to vehicular use. The utilities shall be installed prior to completing the section of Route 79 roadway between Central Street and the Community Boating parking lot.
- b) At the Gates of the City Monument Area, the Licensee shall provide landscape improvements comparable to the attached Sketch Plan (*plan schematic drawn by MassDOT, dated August 20, 2012*) renovate the plaza area, install two (2) additional benches, at least nine (9) bollards and one (1) interpretative panel. This work shall be constructed as part of the Water Street Connector and completed when this road is opened to vehicular use.
- c) At both sides of the intersection of Water Street and the proposed Water Street Connector, the Licensee shall install six (6) additional benches, twenty (20) bollards, three (3) bike racks; one (1) interpretative panel; one (1) Welcome to Fall River decorative sign with ornamental plantings at the base of the sign; one (1) informational kiosk with basic underground utilities for lighting and communications; and ornamental lighting with mounts for decorative banners that are consistent with the existing ornamental lights within the area; The final design shall be consistent with the City of Fall River Waterfront District standards, and the improvements shall be completed prior to Water Street Connection being open to vehicular use.

Special Condition #8 Maintenance Responsibilities: All structures, facilities, and landscaping licensed herein shall be maintained in good repair for the term of the License. With the prior written approval of the MassDEP, the obligation to maintain individual structures and facilities authorized herein may be assigned to another responsible party following license issuance. To apply for a transfer of said maintenance responsibility, the Licensee shall submit to the MassDEP a written request and a legal agreement between the Licensee and the other party(ies). Said agreement shall clearly identify the area to be maintained and the associated waterways license number, state that the maintenance responsibility shall run with the term of the license, that failure to maintain said area will result in a violation of the waterways license, and any structural alternation or change in use to said area are subject to prior MassDEP review and approval.

Special Condition #9 Maintenance of Pedestrian and Vehicular Access: The Licensees shall maintain existing pedestrian and bicycle access across Route 79/138 to the DCR Heritage Park and Gates of the City Monument Area and vehicular access to water-dependent users in the Fall River Designated Port Area throughout construction activities, and in accordance with pedestrian and vehicular maintenance of traffic plans. In the event temporary closures are required to ensure public safety, such closures shall be kept to a minimum, and Licensee shall provide reasonable alternative access during the interim.

Special Condition #10 Utilities: The Licensees shall ensure, to the greatest extent possible, that existing utility services serving water-dependent uses are not disrupted during construction activities. In the event a shutdown is necessary, the Licensee shall alert all affected property owners, no less than 24 hours in advance of the time and duration of said shutdown.

Special Condition #11 Minor Modifications: Pursuant to 310 CMR 9.22, Licensees may undertake minor project modifications upon written notice to, and approval by, the Department.

Special Condition #12 Construction Term: All work authorized herein shall be completed within seven (7) years of the date of License issuance. Said construction period may be extended by the Department for one or more one year periods without public notice, provided that the Applicant submits to the Department no later than thirty (30) days prior to the expiration of said construction period a written request to extend the period and provides an adequate justification for said extension.

Special Condition #13 Department Compliance Access: The Licensee shall allow agents of the Department to enter the project site to verify compliance with the conditions of the Chapter 91 License prior to completion of this portion of the project.

Special Condition #14 Certificates of Compliance: The Licensee shall request in writing that the Department issue a Certificate of Compliance in accordance with 310 CMR 9.19. The request shall be accompanied by a certification by a registered professional engineer licensed to do business in the Commonwealth that the project was completed in accordance with the License.

Special Condition #15 Written Determination Term: The Written Determination shall remain valid for up to one year after issuance. Said term may be extended for one or more one year periods, provided that the Applicant submit to the Department, thirty (30) days prior to the expiration of said term a written request to extend the term and provides adequate justification for said extension. This condition shall expire upon issuance of the License to be issued pursuant hereto.

Please see the following Standard Waterways License Conditions. -----

Duplicate of said plan, number W12-3623-N is on file in the office of said Department, and original of said plan accompanies this License to be issued pursuant hereto, and is to be referred to as a part hereof.

STANDARD WATERWAYS LICENSE CONDITIONS

1. Acceptance of this Waterways License shall constitute an agreement by the Licensee to conform with all terms and conditions stated herein.
2. This License is granted upon the express condition that any and all other applicable authorizations necessitated due to the provisions hereof shall be secured by the Licensee prior to the commencement of any activity or use authorized pursuant to this License.
3. Any change in use or any substantial structural alteration of any structure or fill authorized herein shall require the issuance by the Department of a new Waterways License in accordance with the provisions and procedures established in Chapter 91 of the Massachusetts General Laws. Any unauthorized substantial change in use or unauthorized substantial structural alteration of any structure or fill authorized herein shall render this Waterways License void.
4. This Waterways License shall be revocable by the Department for noncompliance with the terms and conditions set forth herein. This License may be revoked after the Department has given written notice of the alleged noncompliance to the Licensee and those persons who have filed a written request for such notice with the Department and afforded them a reasonable opportunity to correct said noncompliance. Failure to correct said noncompliance after the issuance of a written notice by the Department shall render this Waterways License void and the Commonwealth may proceed to remove or cause removal of any structure or fill authorized herein at the expense of the Licensee, its successors and assigns as an unauthorized and unlawful structure and/or fill.
5. The structures and/or fill authorized herein shall be maintained in good repair and in accordance with the terms and conditions stated herein and the details indicated on the accompanying license plans.
6. Nothing in this Waterways License shall be construed as authorizing encroachment in, on or over property not owned or controlled by the Licensee, except with the written consent of the owner or owners thereof. The Licensee stated that Massachusetts Department of Transportation was the property owner at the time the application was submitted, May 3, 2012.
7. This Waterways License is granted subject to all applicable Federal, State, County, and Municipal laws, ordinances and regulations including but not limited to a valid final Order of Conditions issued pursuant to the Wetlands Protection Act, G.L. Chapter 131, s.40.
8. This Waterways License is granted upon the express condition that the use of the structures and/or fill authorized hereby shall be in strict conformance with all applicable requirements and authorizations of the DEP.

This License authorizes structure(s) and/or fill on:

Private Tidelands. In accordance with the public easement that exists by law on private tidelands, the Licensee shall allow the public to use and to pass freely upon the area of the subject property lying between the high and low water marks, for the purposes of fishing, fowling, navigation, and the natural derivatives thereof.

Commonwealth Tidelands. The Licensee shall not restrict the public's right to use and to pass freely, for any lawful purpose, upon lands lying seaward of the low water mark. Said lands are held in trust by the Commonwealth for the benefit of the public.

a Great Pond of the Commonwealth. The Licensee shall not restrict the public's right to use and to pass freely upon lands lying seaward of the high water mark for any lawful purpose

No restriction on the exercise of these public rights shall be imposed unless otherwise expressly provided in this License.

Unless otherwise expressly provided by this License, the Licensee shall not limit the hours of availability of any areas of the subject property designated for public passage, nor place any gates, fences, or other structures on such areas in a manner that would impede or discourage the free flow of pedestrian movement thereon.

The amount of tidewater displaced by the work hereby authorized has been ascertained by said Department, and compensation thereof has been made by the said --- Massachusetts Department of Transportation --- by paying into the treasury of the Commonwealth -- two dollars and zero cents (\$2.00) -- for each cubic yard so displaced, being the amount hereby assessed by said Department. (0 c.y.= \$0.00)

Nothing in this License shall be so construed as to impair the legal rights of any person.

This License shall be void unless the same and the accompanying plan are recorded within sixty (60) days from the date hereof, in the Bristol County Registry of Deeds.

IN WITNESS WHEREAS, said Department of Environmental Protection have hereunto set their hands this _____ day of January in the year two thousand thirteen

Program Chief _____

Program Director _____

Commissioner _____

**Department of
Environmental
Protection**

THE COMMONWEALTH OF MASSACHUSETTS

This license is approved in consideration of the payment into the treasury of the Commonwealth by the said -- Massachusetts Department of Transportation -----

of the further sum of ----- ZERO dollars and zero cents -----

the amount determined by the Governor as a just and equitable charge for rights and privileges hereby granted in the land of the Commonwealth.

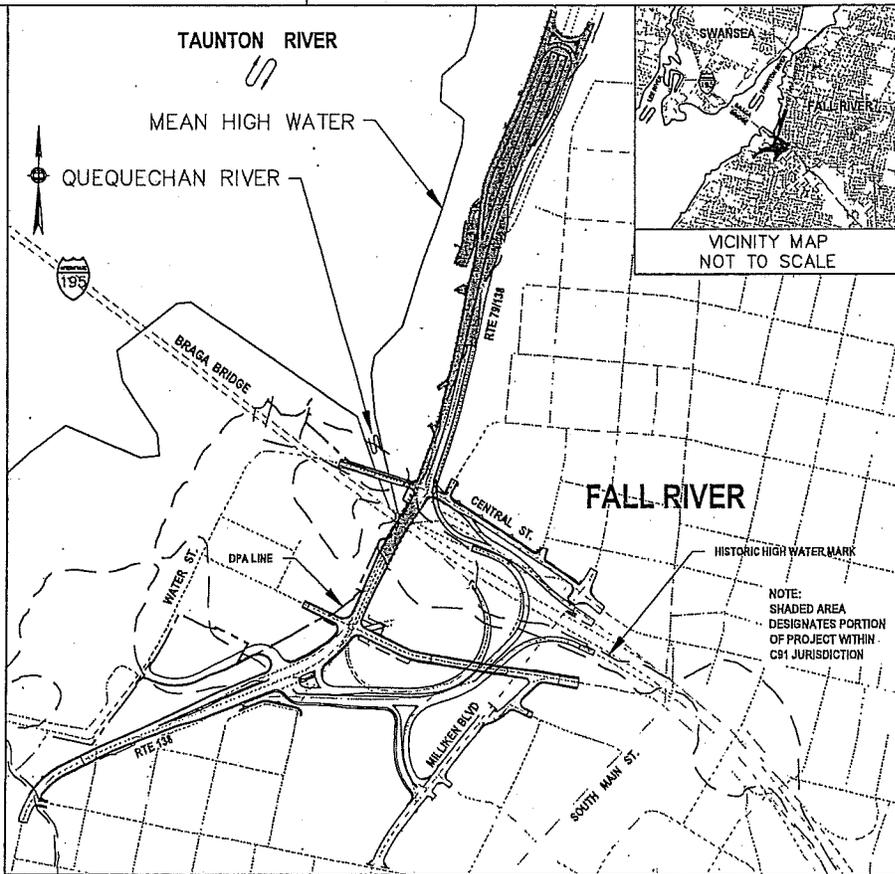
BOSTON

Approved by the Governor

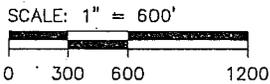
Governor

THIS PLAN HAS BEEN PREPARED IN CONFORMITY WITH THE RULES AND REGULATIONS OF THE REGISTRY OF DEEDS OF THE COMMONWEALTH OF MASSACHUSETTS.

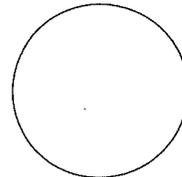
DATE: _____



VICINITY MAP
NOT TO SCALE



LOCUS PLAN
USGS MAP - FALL RIVER



PLANS ACCOMPANYING PETITION OF THE MASSACHUSETTS DEPARTMENT OF TRANSPORTATION TO LICENSE, CONSTRUCT, AND MAINTAIN RTE 79/1-195 INTERCHANGE, AND WATER STREET CONNECTOR ON EXISTING FILL IN FALL RIVER, BRISTOL COUNTY, MASSACHUSETTS

DECEMBER 27, 2012

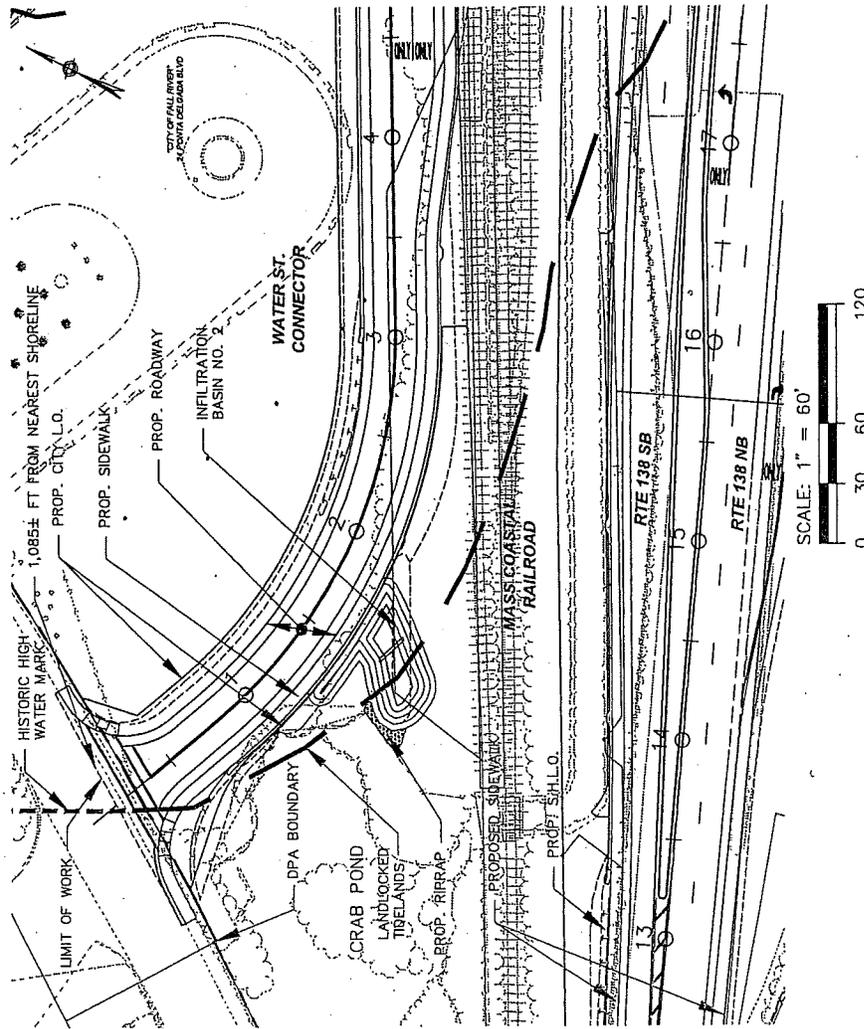
SHEET 1 OF 13

JACOBS ENGINEERING GROUP, INC.
BOSTON, MA

THIS PLAN HAS BEEN PREPARED IN CONFORMITY WITH THE RULES AND REGULATIONS OF THE REGISTRY OF DEEDS OF THE COMMONWEALTH OF MASSACHUSETTS.

DATE: _____

SEE SHEET 3



SOURCE DATA:

1. MassGIS TIDELANDS JURISDICTION (M.G.L. C.91) DATALAYERS: MARCH 2011
2. JURISDICTIONAL BOUNDARIES FOR LANDLOCKED TIDELANDS AS MODIFIED BY MA DEP, AUGUST 2011.
3. 100 YEAR FEMA FLOOD ZONE FROM MassGIS
4. ELEVATION REFERENCE NAVD 1988

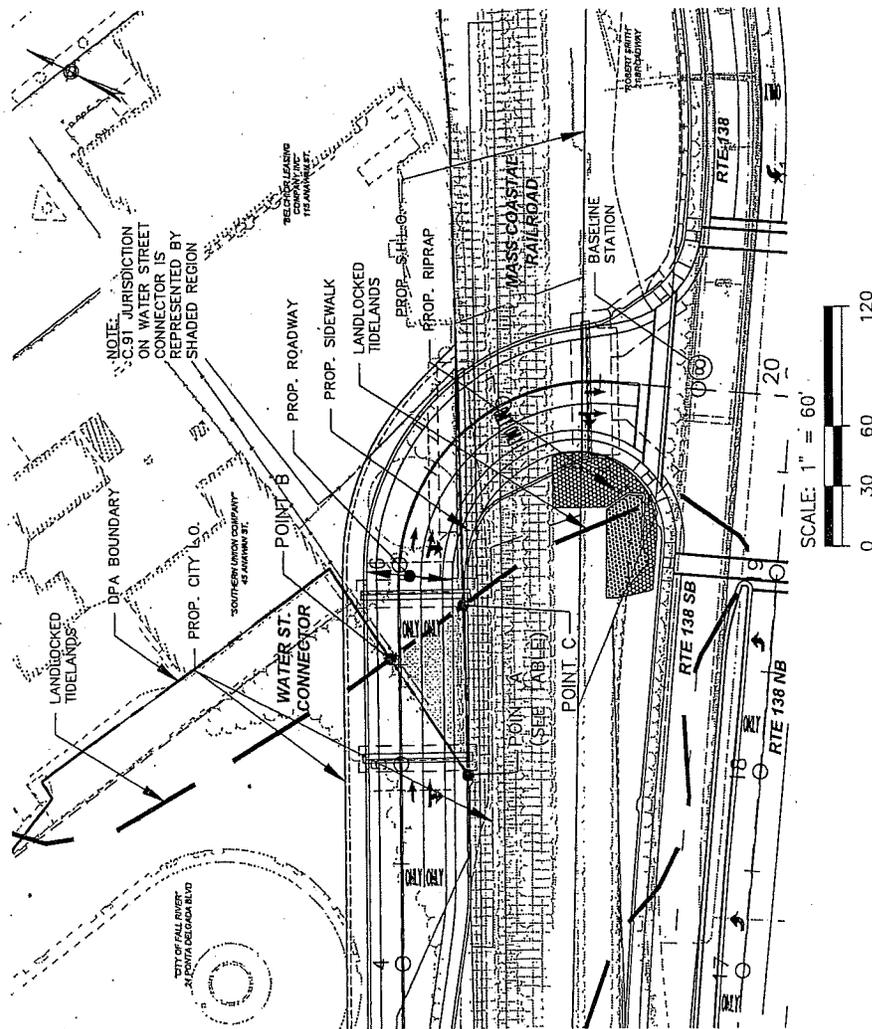
DECEMBER 27, 2012

SHEET 2 OF 13

JACOBS ENGINEERING GROUP, INC.
BOSTON, MA

THIS PLAN HAS BEEN PREPARED IN CONFORMITY WITH THE RULES AND REGULATIONS OF THE REGISTRY OF DEEDS OF THE COMMONWEALTH OF MASSACHUSETTS.

DATE: _____



SOURCE DATA:

SEE SHEET 2

1. MassGIS TIDELANDS JURISDICTION (M.G.L. C.91) DATALAYERS: MARCH 2011
2. JURISDICTIONAL BOUNDARIES FOR LANDLOCKED TIDELANDS AS MODIFIED BY MA DEP, AUGUST 2011.
3. 100 YEAR FEMA FLOOD ZONE FROM MassGIS
4. ELEVATION REFERENCE NAVD 1988

DECEMBER 27, 2012

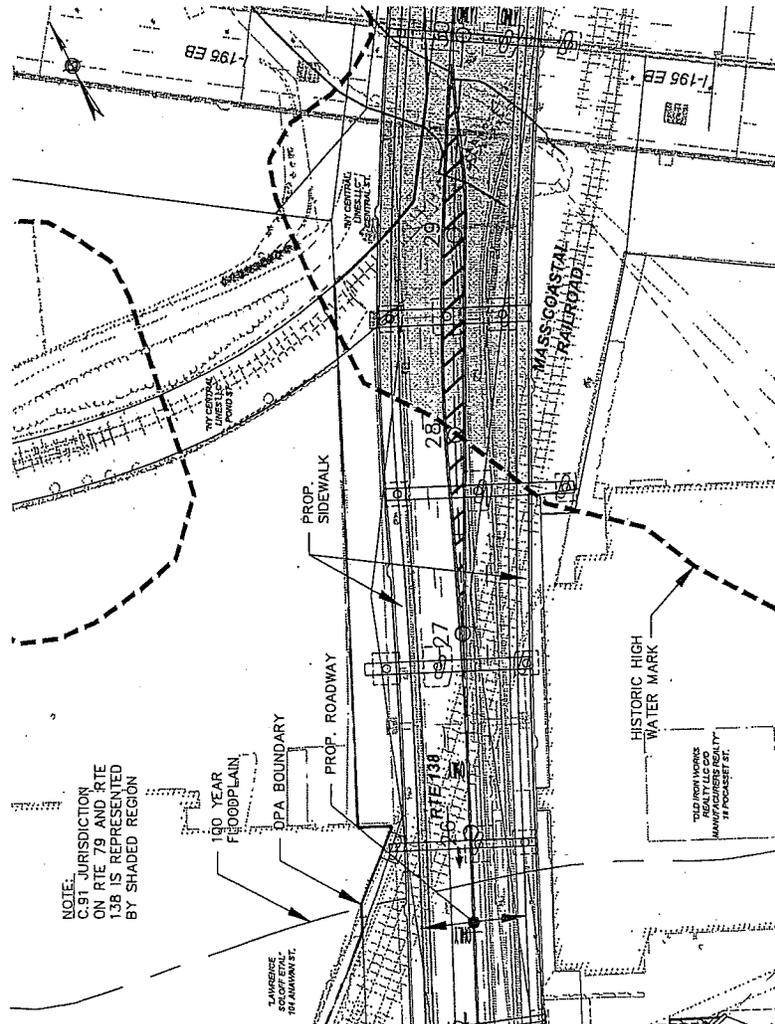
SHEET 3 OF 13

JACOBS ENGINEERING GROUP, INC.
BOSTON, MA

THIS PLAN HAS BEEN PREPARED IN CONFORMITY WITH THE RULES AND REGULATIONS OF THE REGISTRY OF DEEDS OF THE COMMONWEALTH OF MASSACHUSETTS.

DATE: _____

SEE SHEET 5



SOURCE DATA:

1. MassGIS TIDELANDS JURISDICTION (M.G.L. C.91) DATALAYERS: MARCH 2011
2. JURISDICTIONAL BOUNDARIES FOR LANDLOCKED TIDELANDS AS MODIFIED BY MA DEP, AUGUST 2011.
3. 100 YEAR FEMA FLOOD ZONE FROM MassGIS
4. ELEVATION REFERENCE NAVD 1988

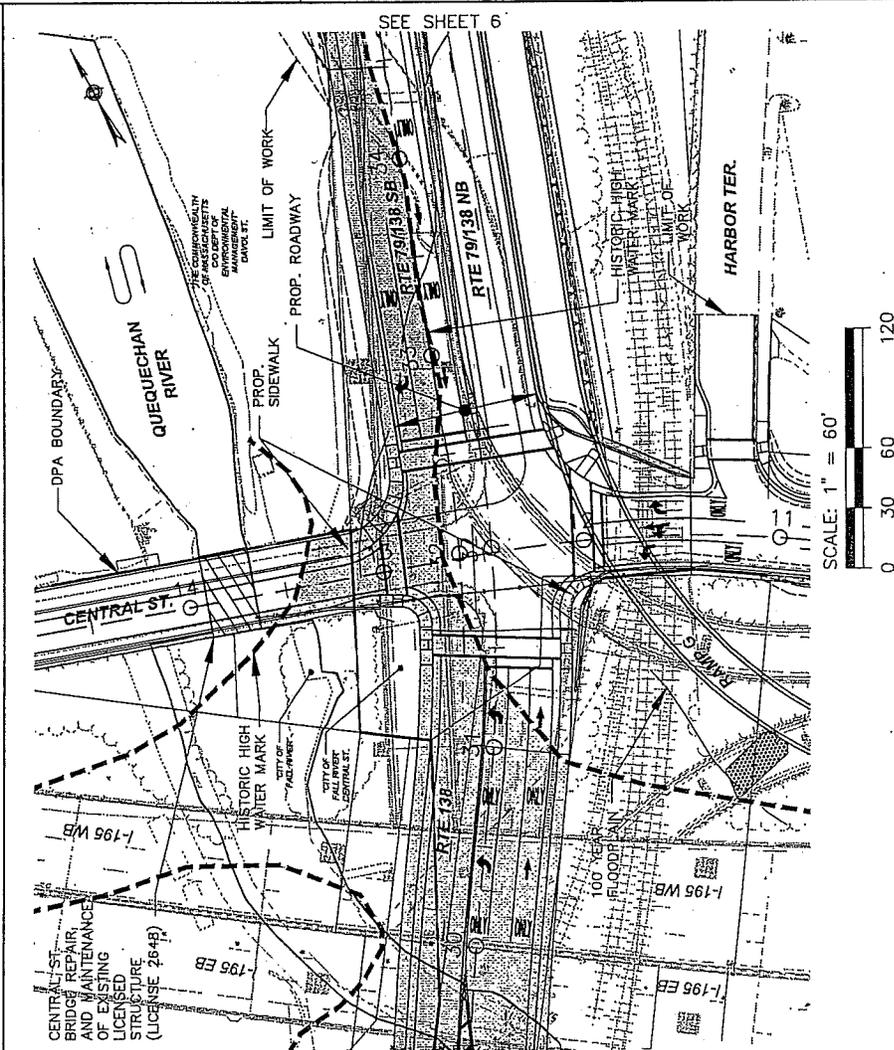
JACOBS ENGINEERING GROUP, INC.
BOSTON, MA

DECEMBER 27, 2012

SHEET 4 OF 13

THIS PLAN HAS BEEN PREPARED IN CONFORMITY WITH THE RULES AND REGULATIONS OF THE REGISTRY OF DEEDS OF THE COMMONWEALTH OF MASSACHUSETTS.

DATE: _____



SEE SHEET 6

SEE SHEET 4

SOURCE DATA:

1. MassGIS TIDELANDS JURISDICTION (M.G.L. C.91) DATALAYERS: MARCH 2011
2. JURISDICTIONAL BOUNDARIES FOR LANDLOCKED TIDELANDS AS MODIFIED BY MA DEP, AUGUST 2011.
3. 100 YEAR FEMA FLOOD ZONE FROM MassGIS
4. ELEVATION REFERENCE NAVD 1988

DECEMBER 27, 2012

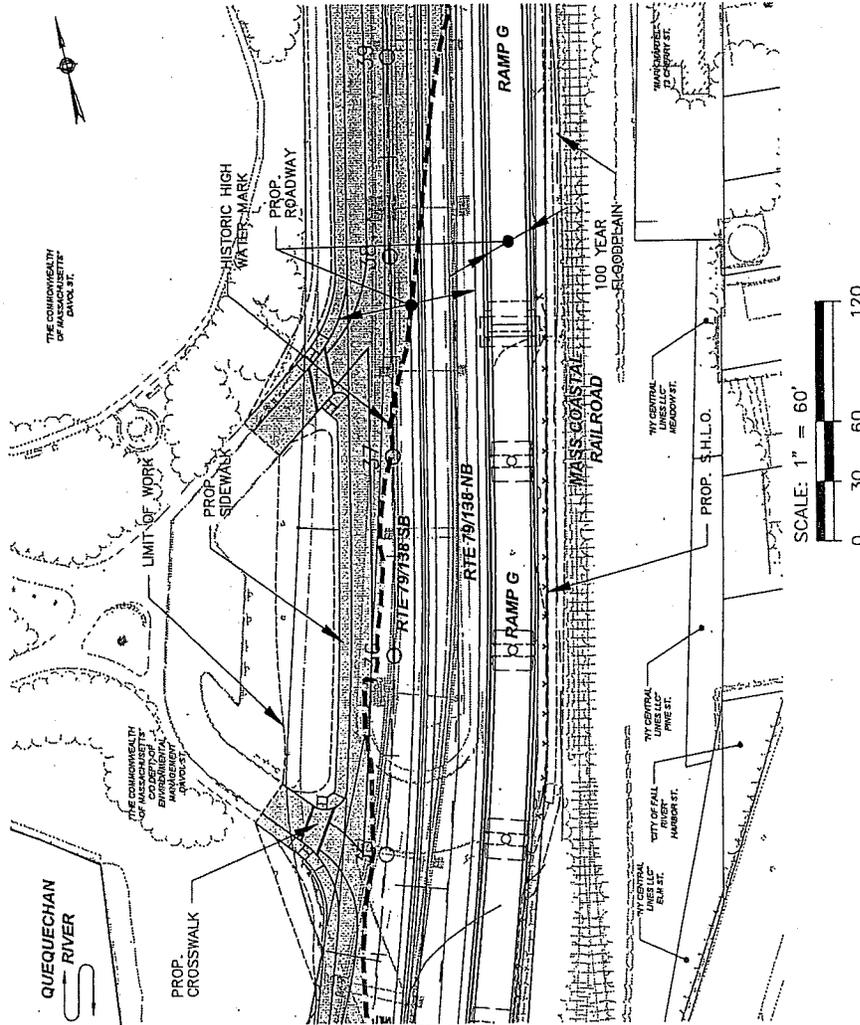
SHEET 5 OF 13

JACOBS ENGINEERING GROUP, INC.
BOSTON, MA

THIS PLAN HAS BEEN PREPARED IN CONFORMITY WITH THE RULES AND REGULATIONS OF THE REGISTRY OF DEEDS OF THE COMMONWEALTH OF MASSACHUSETTS.

DATE: _____

SEE SHEET 7



SOURCE DATA:

SEE SHEET 5

1. MassGIS TIDELANDS JURISDICTION (M.G.L. C.91) DATALAYERS: MARCH 2011
2. JURISDICTIONAL BOUNDARIES FOR LANDLOCKED TIDELANDS AS MODIFIED BY MA DEP, AUGUST 2011.
3. 100 YEAR FEMA FLOOD ZONE FROM MassGIS
4. ELEVATION REFERENCE NAVD 1988

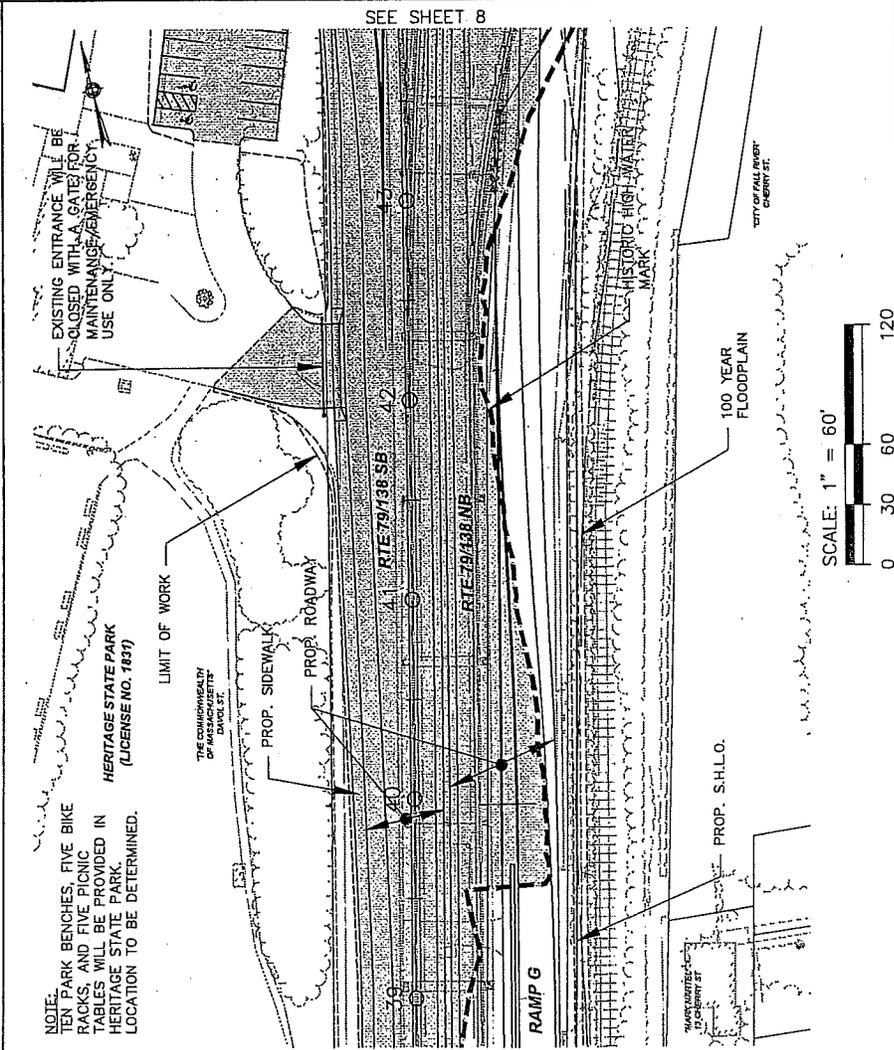
DECEMBER 27, 2012

SHEET 6 OF 13

JACOBS ENGINEERING GROUP, INC.
BOSTON, MA

THIS PLAN HAS BEEN PREPARED IN CONFORMITY WITH THE RULES AND REGULATIONS OF THE REGISTRY OF DEEDS OF THE COMMONWEALTH OF MASSACHUSETTS.

DATE: _____



NOTE:
TEN PARK BENCHES, FIVE BIKE RACKS, AND FIVE PICNIC TABLES WILL BE PROVIDED IN HERITAGE STATE PARK. LOCATION TO BE DETERMINED.

SOURCE DATA:

1. MassGIS TIDELANDS JURISDICTION (M.G.L. C.91) DATALAYERS: MARCH 2011
2. JURISDICTIONAL BOUNDARIES FOR LANDLOCKED TIDELANDS AS MODIFIED BY MA DEP, AUGUST 2011.
3. 100 YEAR FEMA FLOOD ZONE FROM MassGIS
4. ELEVATION REFERENCE NAVD 1988

JACOBS ENGINEERING GROUP, INC.
BOSTON, MA

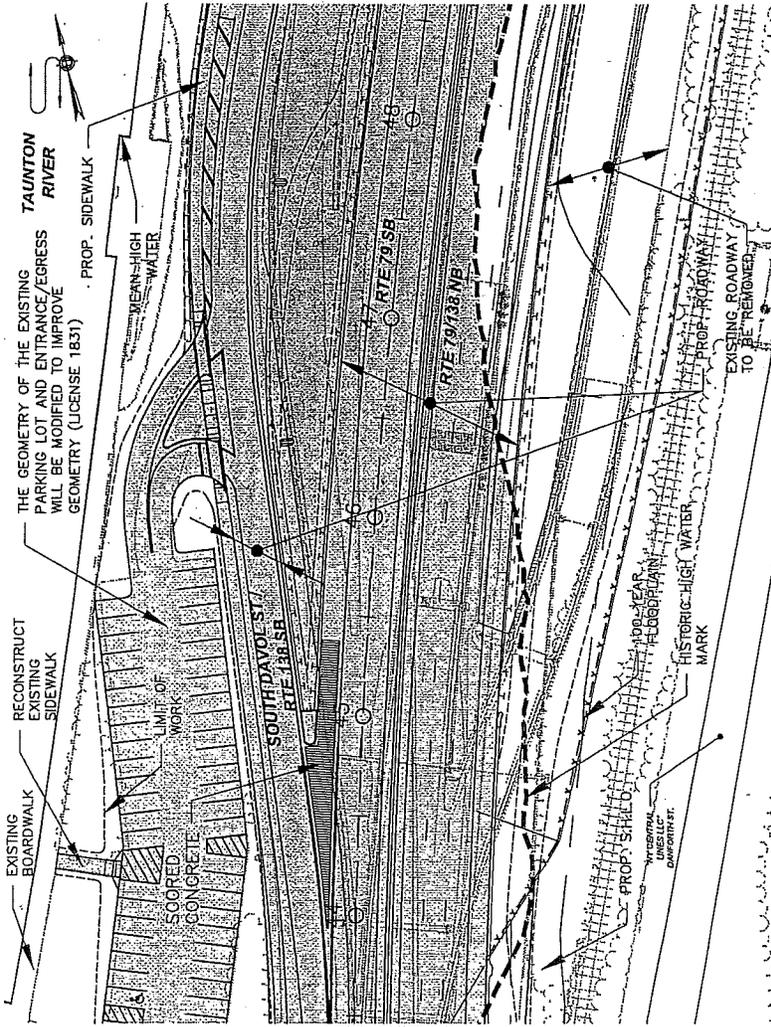
DECEMBER 27, 2012

SHEET 7 OF 13

THIS PLAN HAS BEEN PREPARED IN CONFORMITY WITH THE RULES AND REGULATIONS OF THE REGISTRY OF DEEDS OF THE COMMONWEALTH OF MASSACHUSETTS.

DATE: _____

SEE SHEET 9



SOURCE DATA:

SEE SHEET 7

1. MassGIS TIDELANDS JURISDICTION (M.G.L. C.91) DATALAYERS: MARCH 2011
2. JURISDICTIONAL BOUNDARIES FOR LANDLOCKED TIDELANDS AS MODIFIED BY MA DEP, AUGUST 2011.
3. 100 YEAR FEMA FLOOD ZONE FROM MassGIS
4. ELEVATION REFERENCE NAVD 1988

DECEMBER 27, 2012

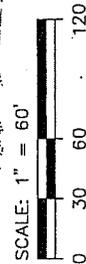
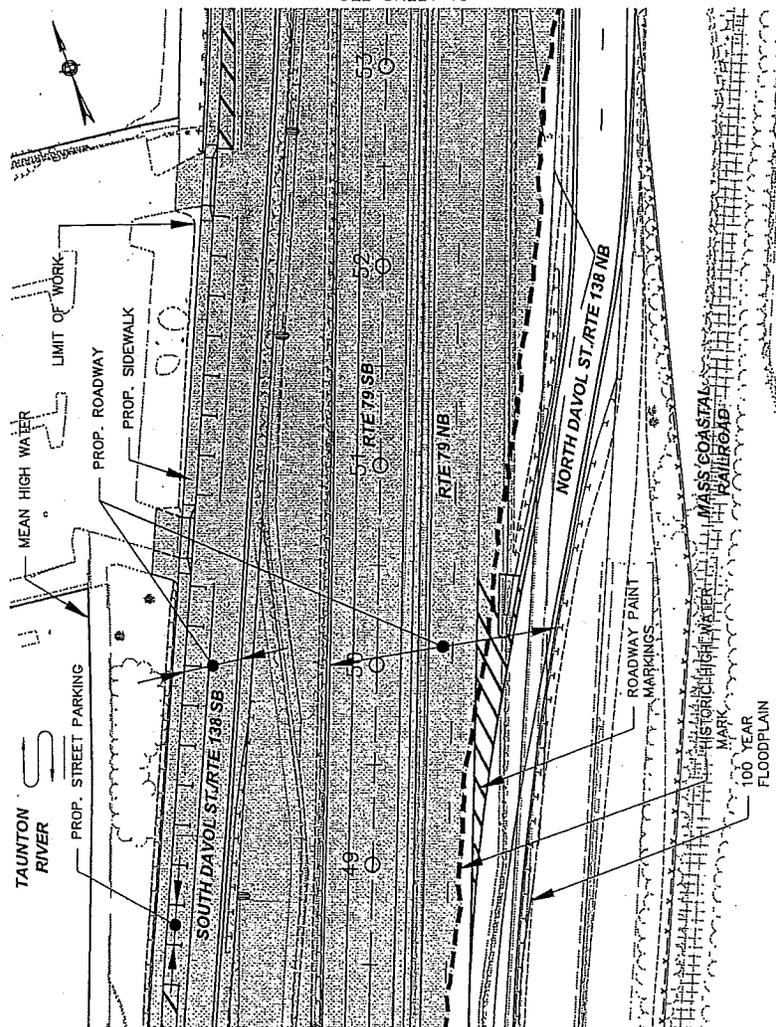
SHEET 8 OF 13

JACOBS ENGINEERING GROUP, INC.
BOSTON, MA

THIS PLAN HAS BEEN PREPARED IN CONFORMITY WITH THE RULES AND REGULATIONS OF THE REGISTRY OF DEEDS OF THE COMMONWEALTH OF MASSACHUSETTS.

DATE: _____

SEE SHEET 10



SOURCE DATA:

SEE SHEET 8

1. MassGIS TIDELANDS JURISDICTION (M.G.L. C.91) DATALAYERS: MARCH 2011
2. JURISDICTIONAL BOUNDARIES FOR LANDLOCKED TIDELANDS AS MODIFIED BY MA DEP, AUGUST 2011.
3. 100 YEAR FEMA FLOOD ZONE FROM MassGIS
4. ELEVATION REFERENCE NAVD 1988

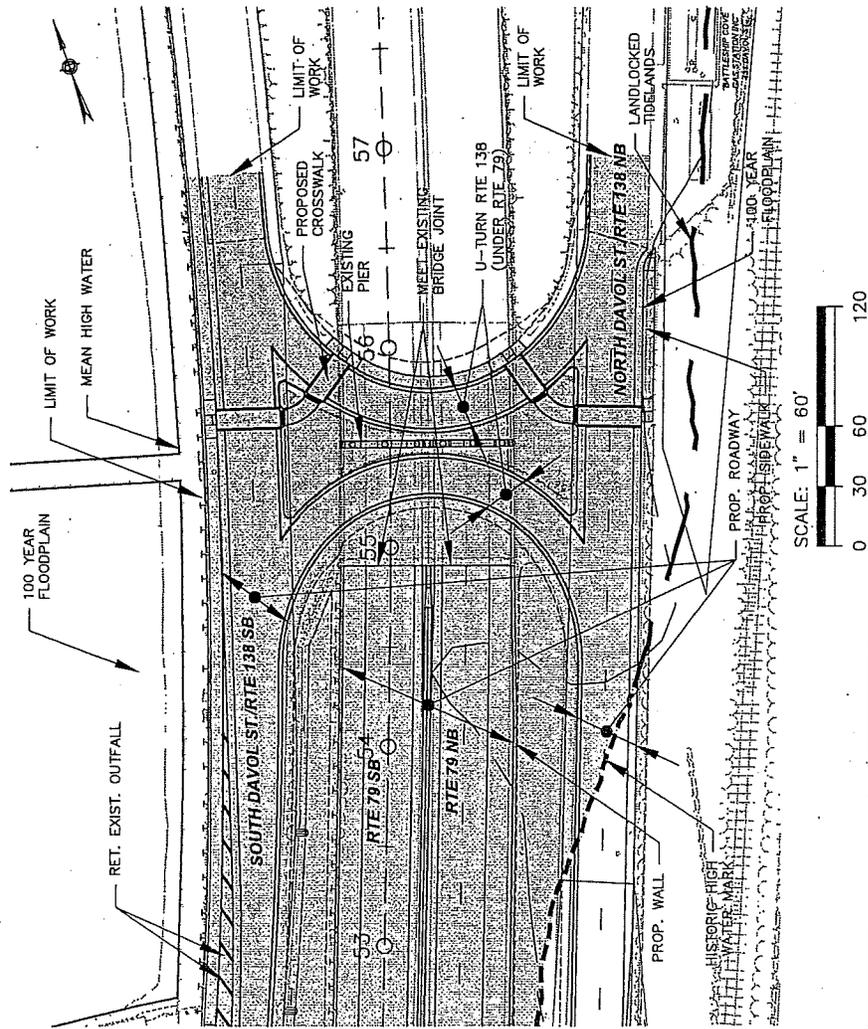
DECEMBER 27, 2012

SHEET 9 OF 13

JACOBS ENGINEERING GROUP, INC.
BOSTON, MA

THIS PLAN HAS BEEN PREPARED IN CONFORMITY WITH THE RULES AND REGULATIONS OF THE REGISTRY OF DEEDS OF THE COMMONWEALTH OF MASSACHUSETTS.

DATE: _____



SOURCE DATA:

SEE SHEET 9

1. MassGIS TIDELANDS JURISDICTION (M.G.L. C.91) DATALAYERS: MARCH 2011
2. JURISDICTIONAL BOUNDARIES FOR LANDLOCKED TIDELANDS AS MODIFIED BY MA DEP, AUGUST 2011.
3. 100 YEAR FEMA FLOOD ZONE FROM MassGIS
4. ELEVATION REFERENCE NAVD 1988

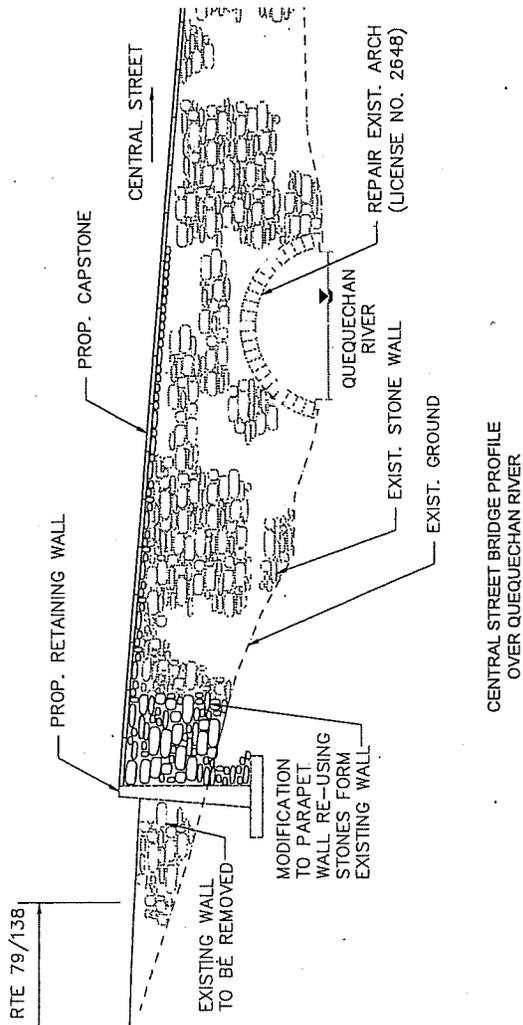
DECEMBER 27, 2012

SHEET 10 OF 13

JACOBS ENGINEERING GROUP, INC.
BOSTON, MA

THIS PLAN HAS BEEN PREPARED IN CONFORMITY WITH THE RULES AND REGULATIONS OF THE REGISTRY OF DEEDS OF THE COMMONWEALTH OF MASSACHUSETTS.

DATE: _____



CENTRAL STREET BRIDGE PROFILE OVER QUEEQUECHAN RIVER

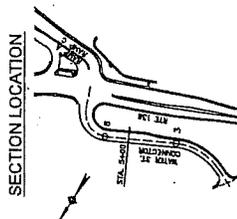
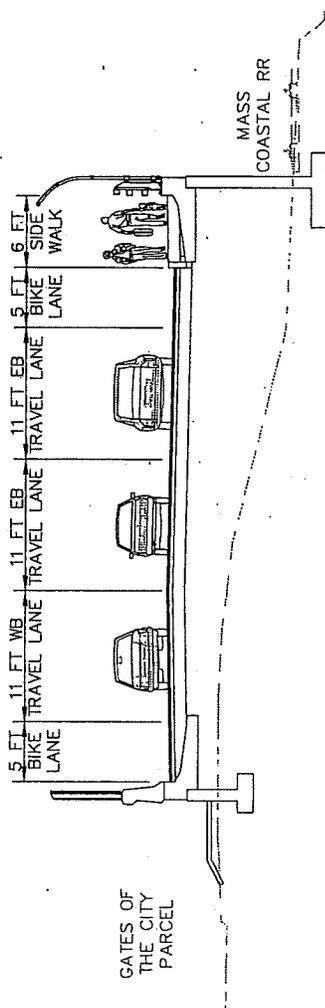
SCALE: 1" = 20'
0 10 20 40

DECEMBER 27, 2012

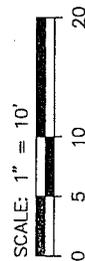
SHEET 11 OF 13

THIS PLAN HAS BEEN PREPARED IN CONFORMITY WITH THE RULES AND REGULATIONS OF THE REGISTRY OF DEEDS OF THE COMMONWEALTH OF MASSACHUSETTS.

DATE: _____

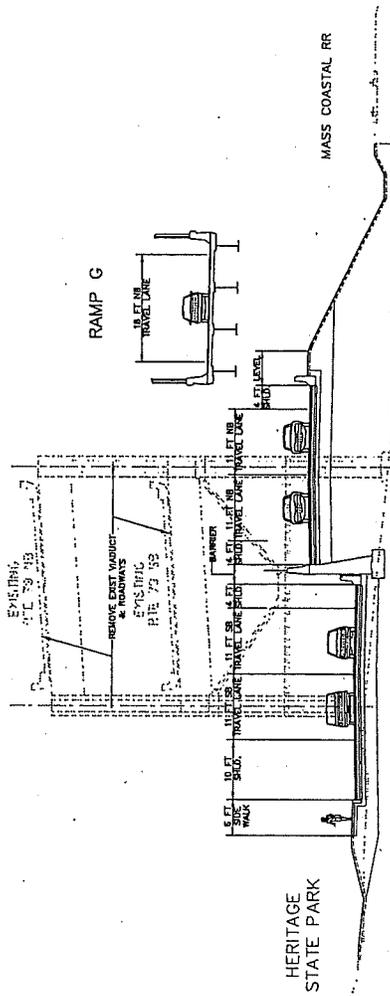


WATER STREET CONNECTOR SECTION OF ROADWAY
(LOCATED ON FILLED TIDELANDS)



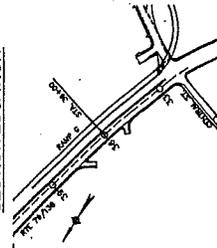
THIS PLAN HAS BEEN PREPARED IN CONFORMITY WITH THE RULES AND REGULATIONS OF THE REGISTRY OF DEEDS OF THE COMMONWEALTH OF MASSACHUSETTS.

DATE: _____



RTE 79/138 NB/SB SECTION
(LOCATED ON FILLED TIDELANDS)

SECTION LOCATION



DECEMBER 27, 2012

SHEET 13 OF 13

From: MaryAnn Mercer
Date: Feb 2, 2013 4:33:42 PM
Subject: Re: Traffic
To: Linda Pereira <lindacitycouncil1@verizon.net>

Hi Linda,

I was just reminding you as you requested regarding my concern with the flow of traffic on Second Street from Morgan to Middle Street. I remembered to contact you because yesterday as I was coming home from work towards Osborn Street and a Serta Bus was coming in the opposite direction and nearly forced me into the parked cars on the right side of the street. I am really concerned about this area. I also work with another nurse who lives on Globe Street and told me she has had several close calls as well and is also concerned especially during the winter months because of the snow and ice. We would appreciate anything you could do to facilitate a change in the direction of traffic to a one way from Morgan to Middle Street. It is very dangerous and I have a 27 year old daughter who lives with me and I am concerned for her safety as well as other residents of this city.

Thank you,
MaryAnn Mercer