

City of Fall River Massachusetts
Office of the City Clerk

ALISON M. BOUCHARD
CITY CLERK

INÈS LEITE
ASSISTANT CITY CLERK

JANUARY 24, 2014

MEETINGS SCHEDULED FOR NEXT WEEK

TUESDAY, JANUARY 28, 2014

6:00 P.M. COMMITTEE ON FINANCE

1. *Communication from Asst. Corp. Counsel and open meeting law complaint
2. *Quarterly financial briefing – Enterprise accounts
3. *Administrator of Community Utilities re: 5 year projections for Sewer and Water Division preliminary budgets and rate increases
4. *Resolution – Update on former police dpt. building and \$400,000 grant for clean-up of contaminants (Ref. 12-17-13)

AGENDA

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

PRIORITY MATTERS

1. *Mayor and order authorizing bidding on a 10 year contract for the Wastewater Treatment Facilities

PRIORITY COMMUNICATIONS – None

COMMITTEE REPORTS – None

ORDINANCES – None

RESOLUTIONS

2. *Administration representatives be invited to a Committee on Finance meeting to discuss the SAFER Grant and other sources of available funding for the Fire Department
3. *Committee on Health and Environmental Affairs partnering with the Administration convene meetings allowing for public presentations and input on the various proposals addressing the closure of the landfill
4. *Teamsters Union look into changing requirement of using personal or vacation days after extended shifts during snow storms for Department of Community Maintenance employees
5. *Committee on Ordinances and Legislation consider forming a City Council sub-committee on Capital Improvements and Bonding

CITATIONS – None

ORDERS – HEARINGS FOR TONIGHT

Joint pole location

6. Globe Mills Avenue – One (1) joint pole location

ORDERS – HEARINGS TO BE SCHEDULED – None

ORDERS – NO HEARING REQUIRED

7. Revocation of auto repair shop license no. 317 for John Glass, 507 Stetson Street d/b/a JG Auto, LLC located at 65 Manchester Street at license holder's request

ORDERS – MISCELLANEOUS

8. Police Chief's report on licenses
9. Auto repair shop renewals

COMMUNICATIONS – INVITATIONS – PETITIONS

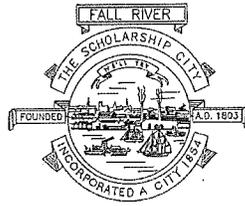
10. *Claims
11. *Notice of Casualty/Loss to Building – 387 Quarry Street
12. Planning Board Minutes – December 16, 2013
13. Zoning Board of Appeals Minutes – December 12, 2013

BULLETINS – NEWSLETTERS – NOTICES – None


City Clerk

Finance Cmte 1

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

January 23, 2014

Joseph Camara, Chairman
City Council Committee on Finance
Fall River City Council
One Government Center
Fall River, MA 02722

Re: Open Meeting Law Complaint – Patrick Higgins

Dear Chairman Camara:

This correspondence is written in regard to the open meeting law complaint filed by Patrick Higgins on January 16, 2014. Mr. Higgins alleged two violations of M.G.L. c. 30A, § 20(e) occurred on December 17, 2013 and December 23, 2013 at the Committee on Finance meeting. The statute provides as follows:

After notifying the chair of the public body, any person may make a video or audio recording of an open session of a meeting of a public body, or may transmit the meeting through any medium, subject to reasonable requirements of the chair as to the number, placement and operation of equipment used so as not to interfere with the conduct of the meeting. At the beginning of the meeting the chair shall inform other attendees of any such recordings.

Within 14 business days of the complaint (i.e., **February 6, 2014**), the finance committee is required to take the following action:

- 1) Review the complainant's allegations;
- 2) Take remedial action;
- 3) Notify the complainant of the remedial action; and
- 4) Forward a copy of Mr. Higgins's complaint along with a description of the remedial action taken to the Attorney General.

Mass. Gen. Laws ch. 30A § 23(b). Attached please find a copy of the statute along with suggested language that should be read prior to the start of every public meeting of the committee. The same will serve as the remedial action required for this complaint. A copy of the Finance Committee minutes recording the remedial action should be forwarded to Mr. Higgins

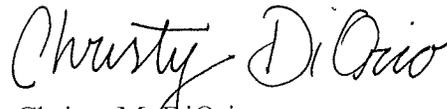
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2014 JAN 23 P 4:03
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FALL RIVER, MA

before February 6th. In the event the public body's next regularly scheduled meeting occurs after February 6, 2014, the public body should call a special meeting to address this matter before expiration of the same.

Please be advised that the Attorney General is charged with enforcement of the open meeting law. Mass. Gen. Laws ch. 30A §§ 23, 25. Upon finding a violation, the Attorney General may issue an order compelling compliance. Mass. Gen. Laws ch. 30A § 23(c). It is therefore necessary for you, as chairman, to provide the undersigned with a copy of any correspondence addressing this matter within the **February 6, 2014** deadline.

Thank you for your anticipated attention. Please feel free to contact me should you have any questions or concerns.

Very truly yours,

A handwritten signature in cursive script that reads "Christy DiOrio".

Christy M. DiOrio

Handwritten initials "YMT" in a cursive style.



ANNOTATED LAWS OF MASSACHUSETTS
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*** Current through Acts 175 of the 2013 Legislative Session ***

PART I ADMINISTRATION OF THE GOVERNMENT
TITLE III LAWS RELATING TO STATE OFFICERS
Chapter 30A State Administrative Procedure

GO TO MASSACHUSETTS CODE ARCHIVE DIRECTORY

ALM GL ch. 30A, § 20 (2013)

§ 20. Open Meeting Law -- Meetings.

(a) Except as provided in section 21, all meetings of a public body shall be open to the public.

(b) Except in an emergency, in addition to any notice otherwise required by law, a public body shall post notice of every meeting at least 48 hours prior to such meeting, excluding Saturdays, Sundays and legal holidays. In an emergency, a public body shall post notice as soon as reasonably possible prior to such meeting. Notice shall be printed in a legible, easily understandable format and shall contain the date, time and place of such meeting and a listing of topics that the chair reasonably anticipates will be discussed at the meeting.

(c) For meetings of a local public body, notice shall be filed with the municipal clerk and posted in a manner conspicuously visible to the public at all hours in or on the municipal building in which the clerk's office is located.

For meetings of a regional or district public body, notice shall be filed and posted in each city or town within the region or district in the manner prescribed for local public bodies. For meetings of a regional school district, the secretary of the regional school district committee shall be considered to be its clerk and shall file notice with the clerk of each city or town within such district and shall post the notice in the manner prescribed for local public bodies. For meetings of a county public body, notice shall be filed in the office of the county commissioners and a copy of the notice shall be publicly posted in a manner conspicuously visible to the public at all hours in such place or places as the county commissioners shall designate for the purpose.

For meetings of a state public body, notice shall be filed with the attorney general by posting on a website in accordance with procedures established for this purpose and a duplicate copy of the notice shall be filed with the regulations division in the state secretary's office.

The attorney general shall have the authority to prescribe or approve alternative methods of notice where the attorney general determines such alternative will afford more effective notice to the public.

ALM GL ch. 30A, § 20

(d) The attorney general may by regulation or letter ruling, authorize remote participation by members of a public body not present at the meeting location; provided, however, that the absent members and all persons present at the meeting location are clearly audible to each other; and provided, further, that a quorum of the body, including the chair, are present at the meeting location. Such authorized members may vote and shall not be deemed absent for the purposes of *section 23D of chapter 39*.

(e) After notifying the chair of the public body, any person may make a video or audio recording of an open session of a meeting of a public body, or may transmit the meeting through any medium, subject to reasonable requirements of the chair as to the number, placement and operation of equipment used so as not to interfere with the conduct of the meeting. At the beginning of the meeting the chair shall inform other attendees of any such recordings.

(f) No person shall address a meeting of a public body without permission of the chair, and all persons shall, at the request of the chair, be silent. No person shall disrupt the proceedings of a meeting of a public body. If, after clear warning from the chair, a person continues to disrupt the proceedings, the chair may order the person to withdraw from the meeting and if the person does not withdraw, the chair may authorize a constable or other officer to remove the person from the meeting.

(g) Within 2 weeks of qualification for office, all persons serving on a public body shall certify, on a form prescribed by the attorney general, the receipt of a copy of the open meeting law, regulations promulgated pursuant to section 25 and a copy of the educational materials prepared by the attorney general explaining the open meeting law and its application pursuant to section 19. Unless otherwise directed or approved by the attorney general, the appointing authority, city or town clerk or the executive director or other appropriate administrator of a state or regional body, or their designees, shall obtain such certification from each person upon entering service and shall retain it subject to the applicable records retention schedule where the body maintains its official records. The certification shall be evidence that the member of a public body has read and understands the requirements of the open meeting law and the consequences of violating it.

HISTORY: 2009, 28, § 18; 2010, 131, § 22; 2010, 454, § 18.

NOTES: Editorial Note

Acts 2009, 28, § 18, effective July 1, 2010, enacted this section. Section 106 provides:

Section 106. Sections 17 to 20, inclusive, of this act shall take effect July 1, 2010.

The first 2010 amendment, (ch 131), effective July 1, 2010, added "and a duplicate copy of said notice shall be filed with the regulations division of the state secretary's office" in the third paragraph of (c). Section 202 provides:

Section 202. Except as otherwise specified, this act shall take effect on July 1, 2010.

The second 2010 amendment, (ch 454), effective Jan 14, 2011, rewrote the third paragraph of (c), which formerly read: "For meetings of a state public body, notice shall be filed with the attorney general and a duplicate copy of said notice shall be filed with the regulations division of the state secretary's office by posting on a website in accordance with procedures established for this purpose."

Cross References

Inapplicability of this section to Controlled Substances Therapeutic Research Act, *ALM GL c 94D § 3*.

Applicability of section to meetings of Boston Water and Sewer Commission, see *ALM Spec L c 17 § 3*.

Code of Massachusetts Regulations

Language for OML

Pursuant to the Open Meeting Law, any person may make an audio or video recording of this public meeting or may transmit the meeting through any medium. Attendees are therefore advised that such recordings or transmissions are being made whether perceived or unperceived by those present and are deemed acknowledged and permissible.



OPEN MEETING LAW COMPLAINT FORM

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

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2014 JAN 16 P 4: 39

CITY CLERK _____
FALL RIVER, MA

Please note that all fields are required unless otherwise noted.

Your Contact Information:

First Name: Patrick Last Name: Higgins

Address: P O Box 483

City: Swansea State: MA Zip Code: 02777

Phone Number: +1 (774) 294-6097 Ext. _____

Email: patrick@patrickhiggins.co

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

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

(For statistical purposes only)

Individual Organization Media

Public Body that is the subject of this complaint:

City/Town County Regional/District State

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

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

Date of alleged violation: Dec 17, 2013

Description of alleged violation:

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

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

The Fall River City Council Committee on Finance held a meeting on December 17, 2013 which was recorded and posted on the frgtv.us website. The Chairman neglected to make the announcement that the meeting was being recorded as required by Chapter 30A, section 20(e).

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

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

Follow the Open Meeting Law

Review, sign, and submit your complaint

Read this important notice and sign your complaint.

Under most circumstances your complaint will be considered a public record and be available to any member of the public upon request.

I understand that when I submit this complaint the Attorney General's Office cannot give me legal advice and cannot act as my personal lawyer.

I certify that the information contained on this form is true to the best of my knowledge.

Signed: *Paul Higgins*

Date: 1/15/14

For Use By Public Body
Date Received by Public Body:

For Use By AGO
Date Received by AGO:



OPEN MEETING LAW COMPLAINT FORM

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

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2014 JAN 16 P 4: 39

Please note that all fields are required unless otherwise noted.

CITY CLERK
FALL RIVER, MA

Your Contact Information:

First Name: Patrick Last Name: Higgins

Address: P O Box 483

City: Swansea State: MA Zip Code: 02777

Phone Number: +1 (774) 294-6097 Ext. _____

Email: patrick@patrickhiggins.co

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

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

(For statistical purposes only)

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I understand that when I submit this complaint the Attorney General's Office cannot give me legal advice and cannot act as my personal lawyer.

I certify that the information contained on this form is true to the best of my knowledge.

Signed: *Pete Higgins*

Date: 1/15/14

For Use By Public Body
Date Received by Public Body:

For Use By AGO
Date Received by AGO:

City of Fall River
FY14 Budget Analysis: Dec 31, 2013

UNAUDITED

	Original Budget (*)	Revised Budget	Actuals As of 12/31/13	% Used
Administrative Services	2,604,674	2,623,281	1,341,812	
City Administration	204,510	204,510	94,824	46.4%
Human Resources	261,213	261,213	133,068	50.9%
Information Systems	1,299,611	1,307,261	749,810	57.4%
Law Department	628,218	628,218	270,527	43.1%
Purchasing	211,122	222,079	93,583	42.1%
Community Maintenance	12,633,755	12,885,373	5,514,926	
Cemeteries	333,014	333,014	151,312	45.4%
Engineering	214,250	214,930	95,935	44.6%
Parks & Recreation	937,005	1,112,005	420,295	37.8%
Buildings	1,900,867	1,902,123	801,106	42.1%
Streets & Highways	2,639,295	2,677,451	1,071,368	40.0%
Sanitation - Enterprise Fund	5,421,157	5,427,648	2,597,031	47.8%
Snow Removal	526,243	526,243	70,887	13.5%
Traffic and Parking	517,830	517,865	238,033	46.0%
Trees	144,094	174,094	68,959	39.6%
Community Service	2,896,353	2,908,764	1,353,211	
City Planning/License Board	311,311	311,311	134,758	43.3%
Code Enforcement	986,228	986,228	473,262	48.0%
Health & Human Services	509,309	509,309	238,194	46.8%
Library	1,089,505	1,101,916	506,996	46.0%
Community Utilities	25,983,772	27,221,169	16,948,607	
Water - Enterprise Fund	7,412,156	7,689,573	4,561,888	59.3%
Sewer - Enterprise Fund	18,571,616	19,531,596	12,386,719	63.4%
Financial Services	12,207,155	12,337,654	7,076,593	
Assessors	492,877	492,877	186,012	37.7%
Auditor	578,756	624,255	317,394	50.8%
Collector	372,777	372,777	184,406	49.5%
Treasurer	538,277	623,277	349,518	56.1%
Debt Service	10,224,468	10,224,468	6,039,264	59.1%
Fire and Emergency Services	14,451,623	14,461,519	7,215,109	
Emergency Medical Services (Enterprise Fund)	3,001,237	3,006,871	1,526,106	50.8%
Fire/FREMA	11,450,386	11,454,648	5,689,003	49.7%
Miscellaneous Departments	179,156,544	183,528,096	82,962,526	
City Clerk	348,044	348,044	160,660	46.2%
City Council	219,939	219,939	94,894	43.1%
Claims and Damages	400,000	400,000	174,991	43.7%
Elections	271,228	271,228	142,080	52.4%
Harbor Master	23,279	23,279	4,077	17.5%
Mayor's Office	239,069	239,069	119,001	49.8%
Police	19,303,959	19,303,959	9,585,517	49.7%
Reserve Fund	100,000	663,000	-	0.0%
School Department	91,000,000	91,011,208	30,929,862	34.0%
Veterans	3,031,861	3,031,861	1,568,022	51.7%
Vocational Assessments	3,326,126	3,326,126	1,618,372	48.7%
Employee Benefits	60,893,039	61,481,871	35,356,538	57.5%
Transfers to Capital Project	-	208,512	208,512	100.0%
Freecash Transfer to Stab Fund	-	3,000,000	3,000,000	100.0%
Grand Total	249,933,876	255,965,856	122,412,785	47.8%

A. Note on General Fund Budgetary Revisions

Budget Revision 1 (9/17/13)

From Tax Levy	
-Reserve Fund	563,000
-Insurance	200,000
-Community Maintenance, Capital Outlays	30,000
	<u>793,000</u>

Budget Revision 2 (11/12/13)

From Tax Levy	
-Energy Conservation Capital Projects	208,512
-Financial Services	125,000
-Insurance	388,832
	<u>722,344</u>

Free cash transfer to Stab Fund 3,000,000

PYR encumbrances (POs) rolled over
 (7/1/2013) 267,113

B. Note on Enterprise Funds Budgetary Revisions

PYR encumbrances (POs) rolled over
 (7/1/2013)

Sanitation	6,491
EMS	5,634
Water	277,417
Sewer	959,980
	<u>1,249,522</u>

C. Open Encumbrances as of 12/31/13:

The expenditures above do not include currently open encumbrances
 for the outstanding Purchase Orders/Requisitions

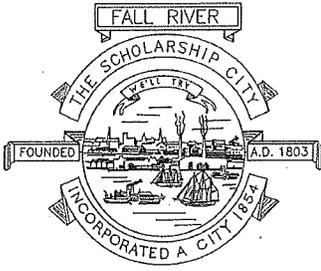
General Fund:

Open POs City	1,195,269
Open POs Schools	7,231,482
	<u>8,426,751</u>

Enterprise Funds:

Sanitation	1,018,417
EMS	66,032
Water	527,618
Sewer	3,405,022
	<u>5,017,089</u>

Finance Cmte 3



City of Fall River
Massachusetts
Department of Community Utilities
WATER • SEWER

WILLIAM A. FLANAGAN
Mayor

TERRANCE SULLIVAN
Administrator

January 23, 2014

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

Dear Councilors:

The Department of Community Utilities is preparing to work on previously approved loan orders related to flood control improvements. The \$3,000,000 loan order for Middle Street Flood Control Improvements was approved by the City Council on June 25, 2013. The \$10,000,000 loan order for flood control improvements for master planning and planning/design/construction of flood control projects was approved by the City Council on June 25, 2013 and the public by referendum vote on November 5, 2013.

Initializing these projects and the forthcoming debt service payments shall require rate increases. The Financial Team has directed me not to initiate the projects and/or borrow funds unless there is support from the City Council to support the needed rate increases.

In addition, the City Council has previously requested from me 5 year projections for budgets and rate increases. As such, please find attached Water and Sewer Divisions preliminary budget and rate increases through Fiscal Year 20. For the debt service component I have included a list of future projects.

The \$3,000,000 loan order for the Middle Street project shall have an annual debt requirement of \$270,000. This requires an increase to the storm water fee of \$2/quarter or ten cents on the sewer rate.

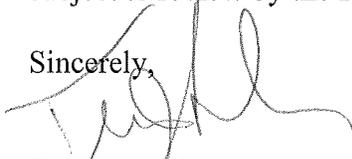
The \$10,000,000 loan order for the Flood Projects shall have an annual debt requirement of \$900,000. This requires an increase to the storm water fee of \$7/quarter or 33 cents on the sewer rate.

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These specific debt impacts shall peak in FY17 and FY18. However, the Financial Team wants assurances that the City Council shall support rate increases to pay for these projects.

The FY15 Budgets for the Department of Community Utilities are due to the City Council by April 1, 2014. As such, the attached documents are considered preliminary subject to review by the Financial Team.

Sincerely,



Terrance J. Sullivan
Administrator of Community Utilities

TJS/omc
Attachments

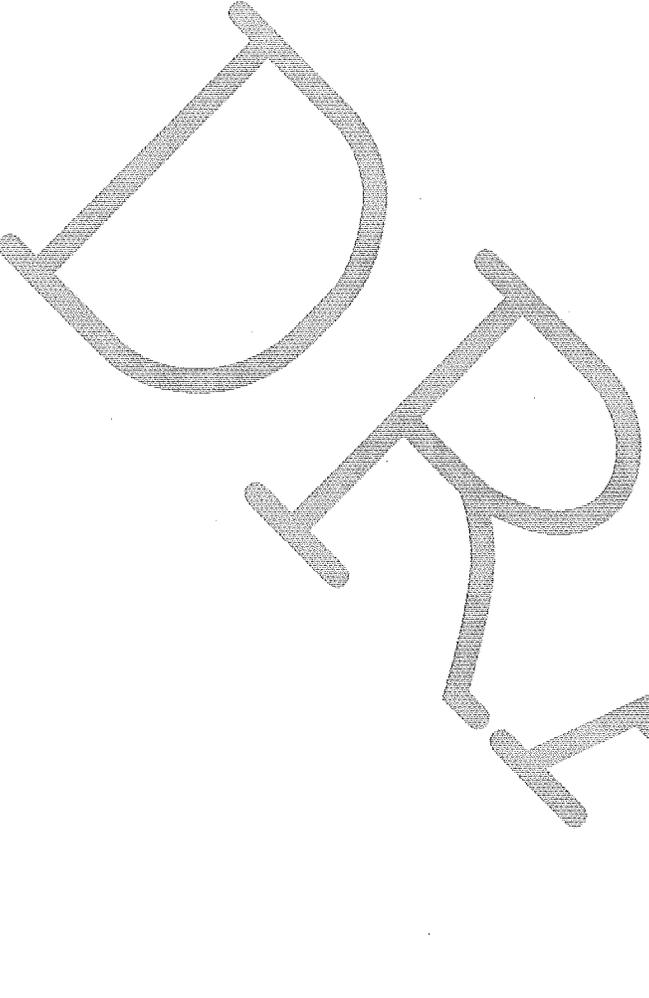
REVENUE	FY14 Current Budget	FY15 Proposed Budget	FY16 Proposed Budget	FY17 Proposed Budget	FY18 Proposed Budget	FY19 Proposed Budget	FY20 Proposed Budget		
64400000	414200	TAX LIENS REDEEMED	\$260,000.00	\$260,000.00	\$247,000.00	\$234,650.00	\$222,917.50	\$211,771.63	\$201,163.04
64400000	417300	INTEREST & PENALTY TAX LIEN	\$50,000.00	\$50,000.00	\$47,500.00	\$45,125.00	\$42,868.75	\$40,725.31	\$38,689.05
64400000	417420	INT & PEN ON SEWER + demands	\$90,000.00	\$60,000.00	\$57,000.00	\$54,150.00	\$51,442.50	\$48,870.38	\$46,426.86
64400000	417600	INT & PEN ON UTILITY LIENS	\$35,000.00	\$35,000.00	\$33,250.00	\$31,587.50	\$30,008.13	\$28,507.72	\$27,082.33
64400000	421000	SEWER USAGE CHARGES	\$11,600,000.00	\$12,152,000.00	\$12,320,000.00	\$13,664,000.00	\$14,028,000.00	\$14,280,000.00	\$14,784,000.00
64400000	421500	STORMWATER FEE	\$4,660,000.00	\$5,940,000.00	\$6,600,000.00	\$7,128,000.00	\$8,316,000.00	\$9,240,000.00	\$9,900,000.00
64400000	422000	OTHER SEWER CHARGES	\$140,000.00	\$190,000.00	\$195,700.00	\$201,571.00	\$207,618.13	\$213,846.67	\$220,262.07
64400000	428013	UTILITY LIENS REDEEMED	\$1,300,000.00	\$975,000.00	\$926,250.00	\$879,937.50	\$835,940.63	\$794,143.59	\$754,436.41
64400000	439900	OTHER REVENUE	\$195,000.00	\$195,000.00	\$200,850.00	\$206,875.50	\$213,081.77	\$219,474.22	\$226,058.44
64400000	442900	PERMIT FEE-SEWER	\$100,000.00	\$100,000.00	\$103,000.00	\$106,090.00	\$109,272.70	\$112,550.88	\$115,927.41
64400000	499900	OTHER FINANCING SOURCES	\$1,539,013.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL SEWER REVENUE			\$19,969,013.00	\$19,957,000.00	\$20,730,550.00	\$22,551,986.50	\$24,057,150.10	\$25,169,890.40	\$26,314,065.62

Sewer Rate Per CCF	\$4.09	\$4.34	\$4.40	\$4.88	\$5.01	\$5.10	\$5.28
Storm Rate per ERU per Quarter	\$35.00	\$45.00	\$50.00	\$54.00	\$63.00	\$70.00	\$75.00

EXPENSES	FY14 Budget	FY15 Budget	FY16 Budget	FY17 Budget	FY18 Budget	FY19 Budget	FY20 Budget		
SEWER-SALARIES									
64407191	511000	SALARIES & WAGES - PERMANENT	\$501,823.00	\$517,462.00	\$532,625.11	\$548,603.86	\$565,061.98	\$582,013.84	\$599,474.25
64407191	511115	LONGEVITY	\$9,100.00	\$9,400.00	\$7,100.00	\$7,313.00	\$7,532.39	\$7,758.36	\$7,991.11
64407191	511300	SUMMER HOURS	\$9,138.00	\$9,352.00	\$9,138.00	\$9,412.14	\$9,694.50	\$9,985.34	\$10,284.90
64407191	513000	OVERTIME	\$3,000.00	\$3,000.00	\$3,000.00	\$3,090.00	\$3,182.70	\$3,278.18	\$3,376.53
64407191	516900	RETIREMENT BUYOUTS	\$26,073.00	\$22,401.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
64407191	517100	WORKMENS COMPENSATION	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
64407191	517900	MEDICARE MATCH	\$5,000.00	\$3,500.00	\$3,605.00	\$3,713.15	\$3,824.54	\$3,939.28	\$4,057.46
64407191	519400	OTHER STIPENDS	\$2,000.00	\$2,200.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00
64407191	519300	UNIFORM ALLOWANCE	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00
64407191	519700	AUTOMOBILE ALLOWANCE	\$6,240.00	\$6,240.00	\$6,240.00	\$6,240.00	\$6,240.00	\$6,240.00	\$6,240.00
64407191	519900	OTHER PERSONNEL COSTS	\$20,000.00	\$15,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
TOTAL SEWER PLAN & PROG SALARIES			\$585,374.00	\$591,575.00	\$572,708.11	\$589,372.15	\$606,536.12	\$624,215.00	\$642,424.25

SEWER-EXPENSES		FY14	FY15	FY16	FY17	FY18	FY19	FY20
	Budget	Budget	Budget	Budget	Budget	Budget	Budget	Budget
64407192	525000	5500.00	\$500.00	\$515.00	\$530.45	\$546.36	\$562.75	\$579.64
64407192	530100	\$100.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
64407192	530600	\$1,000.00	\$1,000.00	\$1,030.00	\$1,060.90	\$1,092.73	\$1,125.51	\$1,159.27
64407192	531000	\$20,000.00	\$20,000.00	\$20,600.00	\$21,218.00	\$21,854.54	\$22,510.18	\$23,185.48
64407192	534100	\$16,100.00	\$16,100.00	\$16,583.00	\$17,080.49	\$17,592.90	\$18,120.69	\$18,664.31
64407192	538400	\$500.00	\$500.00	\$515.00	\$530.45	\$546.36	\$562.75	\$579.64
64407192	551100	\$3,000.00	\$3,000.00	\$3,090.00	\$3,182.70	\$3,278.18	\$3,376.53	\$3,477.82
64407192	553800	\$100,000.00	\$100,000.00	\$103,000.00	\$106,090.00	\$109,272.70	\$112,550.88	\$115,927.41
64407192	558600	\$500.00	\$500.00	\$515.00	\$530.45	\$546.36	\$562.75	\$579.64
64407192	570100	\$90,000.00	\$91,559.04	\$94,305.81	\$97,134.99	\$100,049.04	\$103,050.51	\$106,142.02
64407192	571000	\$500.00	\$500.00	\$515.00	\$530.45	\$546.36	\$562.75	\$579.64
64407192	573100	\$500.00	\$500.00	\$515.00	\$530.45	\$546.36	\$562.75	\$579.64
64407192	574100	\$60,000.00	\$60,000.00	\$61,800.00	\$63,654.00	\$65,563.62	\$67,530.53	\$69,556.44
64407192	578100	\$5,000.00	\$5,000.00	\$5,150.00	\$5,304.50	\$5,463.64	\$5,627.54	\$5,796.37
TOTAL SEWER TREATMENT PLANT EXPENSES 1	\$297,700.00	\$299,189.04	\$308,133.81	\$317,377.83	\$326,899.16	\$336,706.14	\$346,807.32	\$357,000.00
64407202	521100	\$1,350,000.00	\$1,350,000.00	\$1,390,500.00	\$1,430,369.00	\$1,477,233.20	\$1,527,533.99	\$1,574,602.12
64407202	521500	\$550,000.00	\$550,000.00	\$566,500.00	\$583,495.00	\$600,999.85	\$619,029.85	\$637,600.74
64407202	528100	\$4,400.00	\$4,400.00	\$4,532.00	\$4,667.96	\$4,808.00	\$4,952.24	\$5,100.81
64407202	531200	\$5,421,072.00	\$5,966,024.20	\$6,204,665.17	\$6,452,851.77	\$6,710,965.85	\$6,979,404.48	\$7,258,580.66
64407202	534300	\$16,000.00	\$22,000.00	\$22,660.00	\$23,339.80	\$24,039.99	\$24,761.19	\$25,504.03
64407202	538500	\$652,000.00	\$680,000.00	\$700,400.00	\$720,000.00	\$741,751,000.00	\$764,803,530.00	\$789,187,635.90
64407202	554200	\$475,000.00	\$484,629.76	\$499,550.00	\$515,948.50	\$530,026.96	\$543,687.76	\$556,918.40
64407202	573400	\$900.00	\$900.00	\$927.00	\$954.81	\$983.45	\$1,012.96	\$1,043.35
64407202	574400	\$18,000.00	\$18,000.00	\$18,540.00	\$19,096.20	\$19,669.09	\$20,259.16	\$20,866.93
TOTAL SEWER TREATMENT PLANT EXPENSES 2	\$8,487,372.00	\$9,075,953.96	\$9,408,274.17	\$10,730,723.04	\$11,119,726.39	\$11,534,171.62	\$11,937,852.94	\$12,350,000.00
SEWER-CAPITAL IMPROVEMENTS		FY14	FY15	FY16	FY17	FY18	FY19	FY20
Capital Improvements		Budget	Budget	Budget	Budget	Budget	Budget	Budget
TOTAL CAPITAL	\$750,000.00	\$250,000.00	\$258,704.00	\$250,000.00	\$250,000.00	\$250,000.00	\$250,000.00	\$250,000.00
SEWER-ADMINISTRATIVE AND INDIRECT COSTS		FY14	FY15	FY16	FY17	FY18	FY19	FY20
64400005		Budget	Budget	Budget	Budget	Budget	Budget	Budget
64400005	596100	\$1,161,705.00	\$1,161,705.00	\$1,196,556.15	\$1,232,452.83	\$1,269,426.42	\$1,307,509.21	\$1,346,734.49
64400005	598600	\$47,593.00	\$47,593.00	\$49,020.79	\$50,491.41	\$52,006.16	\$53,566.34	\$55,173.33
64400005	596900	\$188,099.00	\$188,099.00	\$193,741.97	\$199,554.23	\$205,540.86	\$211,707.08	\$218,058.29
TOTAL SEWR TREATMENT PLANT OTHER	\$1,400,000.00	\$50,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL SEWER TREATMENT PLANT OTHER	\$1,537,397.00	\$1,447,397.00	\$1,439,318.91	\$1,482,498.48	\$1,526,973.43	\$1,572,782.63	\$1,619,966.11	\$1,670,000.00

SEWER-DEBT	FY14 Budget	FY15 Budget	FY16 Budget	FY17 Budget	FY18 Budget	FY19 Budget	FY20 Budget	
								Total
64409905	591000	MAT PRIN ON LONG TERM DEBT	\$4,857,011.00	\$5,120,715.00	\$5,120,715.00	\$5,120,715.00	\$5,120,715.00	\$5,120,715.00
64409905	591500	INTEREST ON LONG TERM DEBT	\$2,878,471.00	\$2,762,494.00	\$2,762,494.00	\$2,762,494.00	\$2,762,494.00	\$2,762,494.00
64409905	592500	INTEREST ON NOTES	\$386,000.00	\$120,000.00	\$120,000.00	\$120,000.00	\$120,000.00	\$120,000.00
64409905	594000	DEBT ADMINISTRATIVE COSTS	\$190,688.00	\$169,706.00	\$169,706.00	\$169,706.00	\$169,706.00	\$169,706.00
new debt								
President Avenue CSO Project-\$10,394,000	\$0.00	\$0.00	\$821,496.00	\$750,100.00	\$750,100.00	\$750,100.00	\$750,100.00	\$750,100.00
Middle Street/St. Anne's Drainage Project-\$3,000,000	\$0.00	\$60,000.00	\$120,000.00	\$270,000.00	\$265,000.00	\$260,000.00	\$255,000.00	\$255,000.00
Integrated Planning/Flood Projects-\$10,000,000	\$0.00	\$60,000.00	\$120,000.00	\$200,000.00	\$900,000.00	\$880,000.00	\$860,000.00	\$860,000.00
Retire CSO Preliminary Design Loan	\$0.00	\$0.00	-\$240,000.00	-\$240,000.00	-\$240,000.00	-\$240,000.00	-\$240,000.00	-\$240,000.00
Retire CSO Final Design Loan	\$0.00	\$0.00	-\$251,000.00	-\$251,000.00	-\$251,000.00	-\$251,000.00	-\$251,000.00	-\$251,000.00
CSO City Pier/Alton Street design	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$40,000.00	\$40,000.00	\$40,000.00
CSO Birch/Ferry Street design	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$40,000.00
Integrated Master Plan design and construction-\$7M per year.	\$0.00	\$0.00	\$0.00	\$280,000.00	\$630,000.00	\$1,260,000.00	\$1,890,000.00	\$1,890,000.00
TOTAL DEBT SERVICE	\$8,311,170.00	\$8,292,915.00	\$8,743,411.00	\$9,182,015.00	\$10,227,015.00	\$10,872,015.00	\$11,517,015.00	\$11,517,015.00
GRAND TOTAL	\$19,969,013.00	\$19,957,000.00	\$20,730,550.00	\$22,551,986.50	\$24,057,150.10	\$25,189,890.40	\$26,314,065.62	\$26,314,065.62



FY 2015 PROPOSED COMMUNITY UTILITIES BUDGET
WATER DIVISION 1/23/14

REVENUE	FY14 Current Budget	FY15 Proposed Budget	FY16 Proposed Budget	FY17 Proposed Budget	FY18 Proposed Budget	FY19 Proposed Budget	FY20 Proposed Budget		
64500000	414200	TAX LIENS REDEEMED	\$159,000.00	\$159,000.00	\$151,050.00	\$143,497.50	\$136,322.63	\$129,506.49	\$123,031.17
64500000	417300	INTEREST & PENALTY TAX LIEN	\$28,000.00	\$28,000.00	\$26,600.00	\$25,270.00	\$24,006.50	\$22,806.18	\$21,665.87
64500000	417310	INT & PEN ON UTILITY WATER	\$70,000.00	\$50,000.00	\$47,500.00	\$45,125.00	\$42,868.75	\$40,725.31	\$38,689.05
64500000	417600	INT & PEN ON UTILITY LIENS	\$9,000.00	\$9,000.00	\$8,650.00	\$8,122.50	\$7,716.38	\$7,330.56	\$6,964.03
64500000	421000	WATER USAGE CHARGES	\$7,218,000.00	\$8,505,000.00	\$8,914,500.00	\$9,324,000.00	\$9,922,500.00	\$10,395,000.00	\$10,867,500.00
64500000	422000	OTHER WATER CHARGES	\$170,000.00	\$170,000.00	\$175,100.00	\$180,353.00	\$185,763.59	\$191,336.50	\$197,076.59
64500000	422500	OTHER UTILITY NON-USAGE	\$4,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
64500000	427000	BASE METER FEE	\$1,018,000.00	\$1,018,000.00	\$1,271,384.00	\$1,415,480.00	\$1,424,320.00	\$1,582,680.00	\$1,741,040.00
64500000	427100	LUMBER REVENUE	\$2,600.00	\$2,600.00	\$2,678.00	\$2,789.34	\$2,841.09	\$2,926.32	\$3,014.11
64500000	427200	TOWER RENTAL	\$16,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$125,000.00	\$125,000.00	\$125,000.00
64500000	427300	BULK SALES	\$25,000.00	\$20,000.00	\$20,600.00	\$21,218.00	\$21,854.54	\$22,510.18	\$23,185.48
64500000	427400	APPLICATIONS AND TESTING	\$3,000.00	\$3,000.00	\$3,090.00	\$3,182.70	\$3,278.18	\$3,376.53	\$3,477.82
64500000	428013	UTILITY LIENS REDEEMED 2015	\$720,000.00	\$550,000.00	\$522,500.00	\$496,375.00	\$471,556.25	\$447,978.44	\$425,579.52
64500000	439900	OTHER REVENUE	\$90,000.00	\$30,000.00	\$30,900.00	\$31,827.00	\$32,791.81	\$33,765.26	\$34,778.22
64500000	499900	OTHER FINANCING SOU (retained earnings)	\$284,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL WATER REVENUE			\$9,916,600.00	\$10,644,600.00	\$11,274,482.00	\$11,797,209.04	\$12,400,809.74	\$13,004,941.76	\$13,611,001.88

Water Rate Per CCF	\$2.25	\$2.70	\$2.83	\$2.96	\$3.15	\$3.30	\$3.45
Base Meter fee for 5/8" per quarter	\$12	\$12	\$14.00	\$16.00	\$16.00	\$18.00	\$20.00
Base Meter fee for 3/4" per quarter	\$12	\$12	\$14.00	\$16.00	\$16.00	\$18.00	\$20.00
Base Meter fee for 1" per quarter	\$16	\$16	\$16.00	\$16.00	\$16.00	\$18.00	\$20.00
Base Meter fee for 1.5" per quarter	\$30	\$30	\$30.00	\$30.00	\$30.00	\$30.00	\$30.00
Base Meter fee for 2" per quarter	\$50	\$50	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00
Base Meter fee for 3" per quarter	\$100	\$100	\$110.00	\$120.00	\$130.00	\$140.00	\$150.00
Base Meter fee for 4" per quarter	\$120	\$120	\$140.00	\$160.00	\$180.00	\$200.00	\$220.00
Base Meter fee for 6" per quarter	\$200	\$200	\$220.00	\$240.00	\$260.00	\$280.00	\$300.00
Base Meter fee for 8" per quarter	\$240	\$240	\$270.00	\$300.00	\$330.00	\$360.00	\$390.00
Base Meter fee for 10" per quarter	\$300	\$300	\$330.00	\$360.00	\$390.00	\$420.00	\$450.00

64507241 WATER ADMINISTRATION SALARIES	FY14 Budget	FY15 Budget	FY16 Budget	FY17 Budget	FY18 Budget	FY19 Budget	FY20 Budget
64507241 511000 SALARIES & WAGES - PERMANENT	\$184,675.00	\$191,164.76	\$196,899.70	\$202,806.69	\$208,890.89	\$215,157.62	\$221,612.35
64507241 511116 LONGEVITY	\$2,200.00	\$2,200.00	\$2,268.00	\$2,333.98	\$2,404.00	\$2,476.12	\$2,550.40
64507241 511300 SUMMER HOURS	\$2,517.00	\$2,434.95	\$2,568.00	\$2,583.24	\$2,660.74	\$2,740.56	\$2,822.77
64507241 513000 OVERTIME	\$998.00	\$998.00	\$1,027.94	\$1,058.78	\$1,090.54	\$1,123.26	\$1,156.96
64507241 516900 RETIREMENT BUYOUTS	\$0.00	\$0.00	\$0.00	\$0.00	\$15,000.00	\$0.00	\$0.00
64507241 517100 WORKMENS COMPENSATION	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
64507241 517900 MEDICARE MATCH	\$2,100.00	\$2,200.00	\$2,286.00	\$2,333.98	\$2,404.00	\$2,476.12	\$2,550.40
64507241 519300 UNIFORM ALLOWANCE	\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00
64507241 519400 OTHER STIPENDS	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00
64507241 519700 AUTOMOBILE ALLOWANCE	\$3,120.00	\$3,120.00	\$3,120.00	\$3,120.00	\$3,120.00	\$3,120.00	\$3,120.00
64507241 519900 OTHER PERSONNEL COSTS	\$0.00	\$3,000.00	\$3,090.00	\$3,182.70	\$3,278.18	\$3,376.53	\$3,477.82
TOTAL WATER ADMINISTRATION SALARIES	\$197,806.00	\$207,317.71	\$213,377.64	\$219,619.37	\$224,048.35	\$232,670.20	\$239,490.71

64507242 WATER ADMINISTRATION EXPENSES									
	FY14	FY15	FY16	FY17	FY18	FY19	FY20		
	Budget	Budget	Budget	Budget	Budget	Budget	Budget		
64507242	525000	5500.00	\$915.00	\$530.45	\$546.36	\$562.75	\$579.64		
64507242	525600	\$1,000.00	\$30,000.00	\$30,900.00	\$31,827.00	\$32,781.81	\$33,765.26		\$34,778.22
64507242	528100	\$500.00	\$500.00	\$515.00	\$530.45	\$546.36	\$562.75		\$579.64
64507242	530100	\$500.00	\$500.00	\$515.00	\$530.45	\$546.36	\$562.75		\$579.64
64507242	530600	\$8,000.00	\$10,000.00	\$10,300.00	\$10,608.00	\$10,927.27	\$11,255.09		\$11,592.74
64507242	531200	\$5,000.00	\$5,000.00	\$5,150.00	\$5,304.50	\$5,463.64	\$5,627.54		\$5,796.37
64507242	534100	\$16,000.00	\$16,000.00	\$16,480.00	\$16,974.40	\$17,483.63	\$18,008.14		\$18,548.39
64507242	534300	\$16,000.00	\$22,000.00	\$22,680.00	\$23,339.80	\$24,039.99	\$24,761.19		\$25,504.03
64507242	534400	\$1,700.00	\$1,700.00	\$1,751.00	\$1,803.53	\$1,857.64	\$1,913.36		\$1,970.77
64507242	538400	\$500.00	\$1,500.00	\$1,545.00	\$1,591.35	\$1,639.09	\$1,688.26		\$1,738.91
64507242	538500	\$2,500.00	\$2,500.00	\$2,575.00	\$2,652.25	\$2,731.82	\$2,813.77		\$2,898.19
64507242	542500	\$500.00	\$500.00	\$515.00	\$530.45	\$546.36	\$562.75		\$579.64
64507242	547300	\$1,000.00	\$1,000.00	\$1,030.00	\$1,060.90	\$1,092.73	\$1,125.51		\$1,159.27
64507242	551100	\$1,000.00	\$3,000.00	\$3,090.00	\$3,182.70	\$3,278.18	\$3,376.53		\$3,477.82
64507242	553800	\$1,000.00	\$30,000.00	\$30,900.00	\$31,827.00	\$32,781.81	\$33,765.26		\$34,778.22
64507242	570100	\$18,000.00	\$22,000.00	\$22,680.00	\$23,339.80	\$24,039.99	\$24,761.19		\$25,504.03
64507242	574100	\$10,518.00	\$10,518.00	\$10,833.54	\$11,158.55	\$11,493.30	\$11,838.10		\$12,193.24
TOTAL WATER ADMINISTRATION EXPENSES									
	\$84,218.00	\$157,218.00	\$161,934.54	\$169,792.58	\$171,796.35	\$176,950.24	\$182,258.75		

64507244 WATER ADMINISTRATION CAPITAL									
	FY14	FY15	FY16	FY17	FY18	FY19	FY20		
	Budget								
64507244	584900	\$100,000.00	\$100,000.00	\$200,000.00	\$200,000.00	\$225,000.00	\$290,000.00		\$325,000.00
TOTAL WATER ADMINISTRATION CAPITAL									
	\$100,000.00	\$100,000.00	\$200,000.00	\$200,000.00	\$225,000.00	\$290,000.00	\$325,000.00		

64507245 WATER ADMINISTRATIVE AND INDIRECT COSTS									
	FY14	FY15	FY16	FY17	FY18	FY19	FY20		
	Budget								
64507245	596100	\$1,262,666.00	\$1,262,666.00	\$1,300,545.98	\$1,339,562.36	\$1,379,749.23	\$1,421,141.71		\$1,463,775.96
64507245	596800	\$553,654.00	\$553,654.00	\$570,263.62	\$587,371.53	\$604,992.67	\$623,142.45		\$641,836.73
64507245	598900	\$688,124.00	\$688,124.00	\$708,767.72	\$730,030.75	\$751,931.67	\$774,489.82		\$797,724.31
TOTAL WATER ADMINISTRATIVE AND INDIRECT COSTS									
	\$2,504,444.00	\$2,504,444.00	\$2,579,577.32	\$2,656,964.64	\$2,736,673.58	\$2,818,773.79	\$2,903,337.00		

64507251 WATER MAINT & DISTRIB SALARIES									
	FY14	FY15	FY16	FY17	FY18	FY19	FY20		
	Budget	Budget	Budget	Budget	Budget	Budget	Budget		
64507251	511000	\$792,422.00	\$798,907.00	\$822,874.21	\$847,560.44	\$872,987.25	\$899,176.87		\$926,152.17
64507251	511115	\$4,800.00	\$5,300.00	\$5,459.00	\$5,622.77	\$5,791.45	\$5,965.20		\$6,144.15
64507251	513000	\$82,779.00	\$85,000.00	\$87,550.00	\$90,176.50	\$92,881.80	\$95,666.25		\$98,538.30
64507251	516900	\$0.00	\$0.00	\$15,000.00	\$34,176.83	\$35,201.11	\$36,257.14		\$37,344.86
64507251	517100	\$32,000.00	\$32,214.00	\$33,180.42	\$34,176.83	\$35,201.11	\$36,257.14		\$37,344.86
64507251	517900	\$9,500.00	\$9,500.00	\$9,785.00	\$10,076.55	\$10,380.91	\$10,692.33		\$11,013.10
64507251	519300	\$12,600.00	\$12,600.00	\$12,600.00	\$12,600.00	\$12,600.00	\$12,600.00		\$12,600.00
64507251	519400	\$49,871.00	\$45,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00		\$50,000.00
64507251	519700	\$1,560.00	\$1,560.00	\$1,560.00	\$1,560.00	\$1,560.00	\$1,560.00		\$1,560.00
64507251	519900	\$0.00	\$3,000.00	\$3,090.00	\$3,182.70	\$3,278.18	\$3,376.53		\$3,477.82
TOTAL WATER MAINT & DISTRIB SALARIES									
	\$1,005,532.00	\$993,081.00	\$1,041,098.63	\$1,054,956.79	\$1,084,680.69	\$1,115,296.31	\$1,146,830.40		

64507252 WATER MAINT & DISTRIB EXPENSES		FY14	FY15	FY16	FY17	FY18	FY19	FY20
		Budget						
64507252	521100 ELECTRICITY	\$7,000.00	\$7,000.00	\$7,210.00	\$7,426.30	\$7,649.09	\$7,878.56	\$8,114.92
64507252	521500 HEATING FUEL	\$17,000.00	\$17,000.00	\$17,510.00	\$18,035.30	\$18,576.36	\$19,138.65	\$19,707.66
64507252	524100 BUILDINGS & GROUNDS MAINTENANC	\$3,000.00	\$3,000.00	\$3,090.00	\$3,182.70	\$3,278.18	\$3,376.53	\$3,477.82
64507252	524600 R & M VEHICLES	\$25,000.00	\$35,000.00	\$36,050.00	\$37,131.50	\$38,245.45	\$39,392.81	\$40,574.59
64507252	525000 R & M OFFICE EQUIPMENT	\$900.00	\$500.00	\$515.00	\$530.45	\$546.36	\$562.75	\$579.64
64507252	525800 OTHER REPAIRS & MAINTENANCE	\$5,000.00	\$5,000.00	\$5,150.00	\$5,304.50	\$5,463.64	\$5,627.54	\$5,796.57
64507252	525900 WATER PIPE REPLACE, REPAIR, RE	\$40,000.00	\$40,000.00	\$41,200.00	\$42,436.00	\$43,709.08	\$45,020.35	\$46,370.96
64507252	525900 MUNICIPAL STREET/SIDEWALK REPAIR	\$50,000.00	\$50,000.00	\$51,500.00	\$53,045.00	\$54,636.36	\$56,275.44	\$57,963.70
64507252	527400 CONSTRUCTION EQUIPMENT RENTAL	\$1,500.00	\$2,000.00	\$2,050.00	\$2,121.80	\$2,195.45	\$2,271.02	\$2,348.55
64507252	527800 COMMUNICATION LINES & EQUIP RE	\$900.00	\$500.00	\$515.00	\$530.45	\$546.36	\$562.75	\$579.64
64507252	529400 OTHER PROPERTY RELATED SERVICE	\$1,000.00	\$1,000.00	\$1,030.00	\$1,060.90	\$1,092.73	\$1,125.51	\$1,159.27
64507252	530100 MEDICAL & DENTAL SERVICES	\$500.00	\$500.00	\$515.00	\$530.45	\$546.36	\$562.75	\$579.64
64507252	538500 OTHER PURCHASED SERVICES	\$5,000.00	\$20,000.00	\$20,600.00	\$21,218.00	\$21,854.54	\$22,510.18	\$23,185.49
64507252	541100 GASOLINE	\$60,000.00	\$65,000.00	\$66,950.00	\$68,958.50	\$71,027.26	\$73,158.07	\$75,352.81
64507252	542100 PAPER	\$200.00	\$200.00	\$206.00	\$212.18	\$218.55	\$225.10	\$231.85
64507252	542800 R & M CONSTRUCTION EQUIPMENT	\$10,000.00	\$10,000.00	\$10,300.00	\$10,605.00	\$10,927.27	\$11,256.09	\$11,592.74
64507252	543900 BUILDING & MAINTENANCE SUPPLIE	\$1,500.00	\$1,500.00	\$1,545.00	\$1,591.35	\$1,639.09	\$1,688.26	\$1,738.91
64507252	545100 CLEANING SUPPLIES	\$2,000.00	\$2,000.00	\$2,050.00	\$2,121.80	\$2,195.45	\$2,271.02	\$2,348.55
64507252	546100 TOOLS	\$4,000.00	\$4,000.00	\$4,120.00	\$4,243.60	\$4,370.91	\$4,502.04	\$4,637.10
64507252	548100 MOTOR OIL AND LUBRICANTS	\$15,000.00	\$15,000.00	\$15,450.00	\$15,913.50	\$16,390.91	\$16,882.63	\$17,389.11
64507252	548500 PARTS AND ACCESSORIES	\$25,000.00	\$35,000.00	\$36,050.00	\$37,131.50	\$38,245.45	\$39,392.81	\$40,574.59
64507252	550100 MEDICAL SUPPLIES	\$200.00	\$200.00	\$206.00	\$212.18	\$218.55	\$225.10	\$231.85
64507252	551100 EDUCATIONAL SUPPLIES	\$3,000.00	\$3,000.00	\$3,090.00	\$3,182.70	\$3,278.18	\$3,376.53	\$3,477.82
64507252	553100 CONCRETE/CEMENT	\$15,000.00	\$30,000.00	\$30,900.00	\$31,827.00	\$32,781.81	\$33,765.26	\$34,778.22
64507252	553200 CORPS/STOP/TUBING	\$6,000.00	\$6,000.00	\$6,180.00	\$6,365.40	\$6,556.36	\$6,753.05	\$6,956.44
64507252	553400 LUMBER	\$500.00	\$500.00	\$515.00	\$530.45	\$546.36	\$562.75	\$579.64
64507252	553800 SAND AND GRAVEL	\$1,500.00	\$1,500.00	\$1,545.00	\$1,591.35	\$1,639.09	\$1,688.26	\$1,738.91
64507252	553900 PIPE AND FITTINGS	\$25,000.00	\$30,000.00	\$30,900.00	\$31,827.00	\$32,781.81	\$33,765.26	\$34,778.22
64507252	554000 HYDRANT/SHYDRANT PARTS	\$25,000.00	\$30,000.00	\$30,900.00	\$31,827.00	\$32,781.81	\$33,765.26	\$34,778.22
64507252	554100 STOP BOXES	\$3,000.00	\$3,000.00	\$3,090.00	\$3,182.70	\$3,278.18	\$3,376.53	\$3,477.82
64507252	554400 ELECTRICAL SUPPLIES	\$500.00	\$500.00	\$515.00	\$530.45	\$546.36	\$562.75	\$579.64
64507252	558600 OTHER SUPPLIES	\$5,500.00	\$5,500.00	\$5,665.00	\$5,834.95	\$6,010.00	\$6,190.30	\$6,376.01
64507252	574400 MOTOR VEHICLE INSURANCE	\$22,000.00	\$30,000.00	\$30,900.00	\$31,827.00	\$32,781.81	\$33,765.26	\$34,778.22
64507252	578100 CLAIMS & DAMAGES	\$0.00	\$3,000.00	\$3,090.00	\$3,182.70	\$3,278.18	\$3,376.53	\$3,477.82
TOTAL WATER MAINT & DISTRIB EXPENSES		\$380,900.00	\$457,400.00	\$471,122.00	\$485,255.66	\$499,813.33	\$514,807.73	\$530,251.96

64507261 WATER TREATMENT PLANT SALARIES		FY14	FY15	FY16	FY17	FY18	FY19	FY20
		Budget	Budget	Budget	Budget	Budget	Budget	Budget
64507261	511000 SALARIES & WAGES - PERMANENT	\$741,130.00	\$745,606.99	\$767,975.20	\$791,014.46	\$814,744.89	\$839,187.24	\$864,362.85
64507261	511115 LONGEVITY	\$8,000.00	\$7,300.00	\$7,519.00	\$7,744.57	\$7,976.91	\$8,216.21	\$8,462.70
64507261	513000 OVERTIME	\$94,797.00	\$95,000.00	\$97,850.00	\$100,785.50	\$103,809.07	\$106,923.34	\$110,131.04
64507261	516900 RETIREMENT BUYOUTS	\$20,000.00	\$20,000.00	\$0.00	\$0.00	\$20,000.00	\$0.00	\$0.00
64507261	514300 SHIFT PREMIUM	\$9,000.00	\$9,336.00	\$9,616.08	\$9,904.56	\$10,201.70	\$10,507.75	\$10,822.98
64507261	517100 WORKMEN COMPENSATION	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
64507261	517900 MEDICAL WATCH	\$91,571.00	\$11,758.00	\$12,110.74	\$12,474.06	\$12,848.28	\$13,233.73	\$13,630.74
64507261	519300 UNIFORM ALLOWANCE	\$10,200.00	\$10,200.00	\$10,200.00	\$10,200.00	\$10,200.00	\$10,200.00	\$10,200.00
64507261	519400 OTHER STIPENDS	\$8,860.00	\$8,860.00	\$8,860.00	\$8,860.00	\$8,860.00	\$8,860.00	\$8,860.00
64507261	519700 AUTOMOBILE ALLOWANCE	\$3,120.00	\$3,120.00	\$3,120.00	\$3,120.00	\$3,120.00	\$3,120.00	\$3,120.00
64507261	519900 OTHER PERSONNEL COSTS	\$0.00	\$15,000.00	\$5,000.00	\$5,150.00	\$5,304.50	\$5,463.64	\$5,627.54
TOTAL WATER TREATMENT PLANT SALARIES		\$884,864.00	\$926,180.99	\$922,251.02	\$949,253.15	\$997,065.34	\$1,005,711.91	\$1,035,217.86

64507262 WATER TREATMENT PLANT EXPENSES		FY14	FY15	FY16	FY17	FY18	FY19	FY20
		Budget						
64507262	521100 ELECTRICITY	\$545,000.00	\$555,000.00	\$571,650.00	\$588,799.50	\$606,463.49	\$624,657.39	\$643,397.11
64507262	521500 HEATING FUEL	\$65,000.00	\$65,000.00	\$66,950.00	\$68,958.50	\$71,027.26	\$73,158.07	\$75,352.81
64507262	524100 BUILDING & GROUNDS MAINT	\$10,000.00	\$15,000.00	\$15,450.00	\$15,913.50	\$16,390.91	\$16,882.63	\$17,389.11
64507262	524200 RESERVATION HQ O&M	\$15,000.00	\$20,000.00	\$20,600.00	\$21,218.00	\$21,854.54	\$22,510.18	\$23,185.48
64507262	524400 WATER PUMPING STATION MAINT	\$6,000.00	\$10,000.00	\$10,300.00	\$10,609.00	\$10,927.27	\$11,255.09	\$11,592.74
64507262	524800 R & M CONSTRUCTION EQUIPMENT	\$500.00	\$500.00	\$515.00	\$530.45	\$546.36	\$562.75	\$579.64
64507262	525000 OFF EQUIP/FURN MAINTENANCE	\$500.00	\$500.00	\$515.00	\$530.45	\$546.36	\$562.75	\$579.64
64507262	525100 COMPUTER EQUIPMENT MAINTENANCE	\$7,000.00	\$15,000.00	\$15,450.00	\$15,913.50	\$16,390.91	\$16,882.63	\$17,389.11
64507262	527400 CONSTRUCTION EQUIPMENT RENTAL	\$500.00	\$500.00	\$515.00	\$530.45	\$546.36	\$562.75	\$579.64
64507262	528200 OTHER PROPERTY RELATED SERVICE	\$1,000.00	\$1,000.00	\$1,030.00	\$1,060.90	\$1,092.73	\$1,125.51	\$1,159.27
64507262	531200 OTHER PROFESSIONAL SERVICES	\$55,000.00	\$50,000.00	\$51,500.00	\$53,045.00	\$54,636.35	\$56,275.44	\$57,963.70
64507262	531300 LAB TESTING SERVICES	\$26,000.00	\$37,000.00	\$38,110.00	\$39,253.30	\$40,430.90	\$41,643.83	\$42,893.14
64507262	538500 OTHER PURCHASED SERVICES	\$5,000.00	\$5,000.00	\$5,150.00	\$5,304.50	\$5,463.64	\$5,627.54	\$5,796.37
64507262	545100 CLEANING SUPPLIES	\$1,200.00	\$2,000.00	\$2,080.00	\$2,121.80	\$2,185.45	\$2,261.02	\$2,318.55
64507262	548100 TOOLS	\$500.00	\$2,500.00	\$2,575.00	\$2,652.25	\$2,731.82	\$2,813.77	\$2,898.19
64507262	551100 EDUCATIONAL SUPPLIES	\$3,000.00	\$5,000.00	\$5,150.00	\$5,304.50	\$5,463.64	\$5,627.54	\$5,796.37
64507262	553100 CONCRETE/CEMENT	\$500.00	\$500.00	\$515.00	\$530.45	\$546.36	\$562.75	\$579.64
64507262	553400 LUMBER	\$500.00	\$500.00	\$515.00	\$530.45	\$546.36	\$562.75	\$579.64
64507262	554200 CHEMICALS	\$534,599.30	\$541,199.30	\$551,638.85	\$554,447.00	\$557,592.38	\$560,447.29	\$564,497.93
64507262	558600 OTHER SUPPLIES	\$500.00	\$500.00	\$515.00	\$530.45	\$546.36	\$562.75	\$579.64
64507262	560000 INTERGOVERNMENTAL	\$71,000.00	\$71,000.00	\$73,130.00	\$75,323.90	\$77,583.62	\$79,911.13	\$82,308.46
TOTAL WATER TREATMENT PLANT EXPENSES		\$1,328,239.00	\$1,397,699.30	\$1,433,831.95	\$1,463,107.85	\$1,493,473.06	\$1,549,472.59	\$1,597,356.17

64509905 WATER DEBT SERVICE		FY14	FY15	FY16	FY17	FY18	FY19	FY20
		Budget	Budget	Budget	Budget	Budget	Budget	Budget
64509905	591000 MAT PRIN ON LONG TERM DEBT	\$2,172,582.00	\$2,635,912.00	\$2,635,912.00	\$2,635,912.00	\$2,635,912.00	\$2,635,912.00	\$2,635,912.00
64509905	591500 INTEREST ON LONG TERM DEBT	\$912,871.00	\$1,006,681.00	\$1,006,681.00	\$1,006,681.00	\$1,006,681.00	\$1,006,681.00	\$1,006,681.00
64509905	592300 INTEREST ON NOTES	\$284,360.00	\$217,000.00	\$217,000.00	\$217,000.00	\$217,000.00	\$217,000.00	\$217,000.00
64509905	594000 DEBT ADMINISTRATIVE COSTS	\$60,804.00	\$41,666.00	\$41,666.00	\$41,666.00	\$41,666.00	\$41,666.00	\$41,666.00
new debt								
phase 13-CONSTRUCTION FOR SUMMER 2014				\$350,000.00	\$350,000.00	\$350,000.00	\$350,000.00	\$350,000.00
phase 14-CONSTRUCTION FOR SUMMER 2015					\$350,000.00	\$350,000.00	\$350,000.00	\$350,000.00
phase 15						\$350,000.00	\$350,000.00	\$350,000.00
phase 16							\$350,000.00	\$350,000.00
phase 17								\$350,000.00
TOTAL WATER DEBT SERVICE		\$3,430,597.00	\$3,901,259.00	\$4,251,259.00	\$4,601,259.00	\$4,951,259.00	\$5,301,259.00	\$5,651,259.00
GRAND TOTAL		\$9,916,600.00	\$10,644,600.00	\$11,274,482.00	\$11,797,209.04	\$12,400,809.71	\$13,004,941.77	\$13,611,001.86

City of Fall River, In City Council

Finance Cmte. 4

(Councilor Eric Poulin)

WHEREAS, the City Council Committee on Public Safety just received an update on the former Abbey Grille, and

WHEREAS, the former Fall River Police Department building on Bedford Street remains in deplorable condition and possible safety issues related to this building should also be discussed, and

WHEREAS, the redevelopment of that property due to its proximity to the center of the city is also a major economic development issue, and

WHEREAS, it had been stated that a \$400,000 grant could be applied to clean-up contaminants at the site, and

WHEREAS, it was later stated that this \$400,000 grant may not be used to clean-up contaminants at the site leaving a question as to how the administration plans on spending the grant money, and

WHEREAS, there are sometimes grants that must be used before a certain date or turned back and it would be important to discuss if that situation applies to this grant, now therefore

BE IT RESOLVED, that representatives from the administration provide an update to the City Council Committee on Finance and the Committee on Public Safety in January of 2014 as to the status of the former Police Station and also the \$400,000 grant that was received and how it will be utilized.

In City Council, December 17, 2013

Adopted, as amended

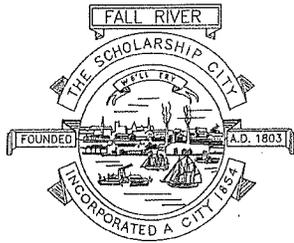
Approved, December 19, 2013

William A. Flanagan, Mayor

A true copy. Attest:

Alison M. Bouchard

City Clerk



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

RECEIVED

2014 JAN 23 P 2:29

CITY CLERK
FALL RIVER, MA

WILLIAM A. FLANAGAN
Mayor

January 23, 2014

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

Honorable Members of the Council:

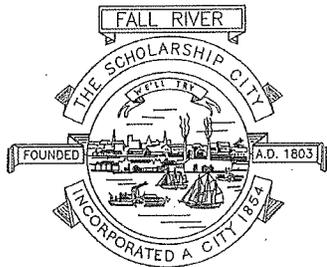
I am placing before you for your consideration and approval the following item:

#1 Authorization for bidding on 10 year contract for Wastewater Treatment Facilities

Should you have any questions or concerns in regard to this matter, please do not hesitate to contact me.

Sincerely,

William A. Flanagan
Mayor



City of Fall River
Massachusetts
Department of Community Utilities
WATER • SEWER

RECEIVED

2014 JAN 23 P 2:16

WILLIAM A. FLANAGAN
Mayor

CITY CLERK _____
FALL RIVER, MA

TERRANCE SULLIVAN
Administrator

January 23, 2014

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

Dear Mayor Flanagan:

It is respectfully requested that the attached order to authorize a 10 year contract for Operation, Maintenance and Management of the Wastewater Treatment Facilities and Collection Systems be forwarded to the City Council for approval.

The current 10 year contract with Veolia North America for the Operation, Maintenance and Management (OM & M) of the Wastewater Treatment Facilities, pumping stations, sewer system, CSO facilities and storm water systems expires on June 30, 2014.

We are preparing to go out to bid for the next 10 year contract. Contracts greater than 3 years require approval by the City Council. As such, the attached order is submitted for approval. Similar orders were previously approved in 2004 and 1994. I have attached the draft Invitation for Bids as reference information.

As always, I am available for any questions or meetings as needed.

Sincerely,

Terrance J. Sullivan
Administrator of Community Utilities

TJS/omc
Attachments

APPROVED:

Mayor

1-23-14
Date

City of Fall River, In City Council

ORDERED, that the Mayor, through the Sewer Commission be and the same is hereby authorized to enter into an Agreement for a term duration of ten years for the operation, maintenance and management of the Wastewater Treatment Facility, associated Pumping Stations and Collection Systems (sewer and storm water). Said term shall be July 1, 2014 through June 30, 2024.

INVITATION FOR BID

NUMBER 14-19

for the

OPERATION, MANAGEMENT, AND MAINTENANCE

of the

**FALL RIVER WASTEWATER TREATMENT FACILITIES,
PUMPING STATIONS,
SEWER SYSTEMS, STORMWATER SYSTEMS,
COMBINED SEWER OVERFLOW FACILITIES,
AND ALL RELATED ACTIVITIES**

DRAFT 1/23/14

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- IV. Contractor Profile
- V. Equipment Owned by City
- VI. Schedule of Events
- VII. Review of Invitation for Bids
- VIII. Information to be Provided by the City
- IX. Selection of Contractor

APPENDIX

- 1. Bid Form #1 and List of Costs Fixed by Owner
- 2. Personnel List
- 3. Minimum Standards
- 4. Contractor Profile
- 5. Standard Contract Form
- 6. Non Collusion and Tax Certification Forms

I. GENERAL

The City of Fall River (hereinafter as “City” or “Owner”) acting through its Sewer Commission, is seeking Bids from qualified firms (hereinafter as “Contractor” or “SCO-Selected Contract Operator”) who have demonstrated professional and technical expertise and are fully capable of managing, operating and maintaining its Wastewater Treatment Facilities, fifteen (15) current Pumping Stations, approximately 200 miles of combined and sanitary sewers, three (3) miles of deep rock CSO tunnel, nine (9) drop shafts, two (2) CSO Screening/Disinfection Facilities, approximately 100 miles of stormwater pipes/swales/culverts, 6,000 manholes and 6,000 catch basins.

The Treatment Plant is a secondary pure oxygen plant designed for an average dry weather flow of 30.9 million gallons per/day and a peak wet weather flow of 110 million gallons per/day (MGD). Facilities include, but are not limited to:

- CSO treatment Works, Facilities and Outfalls
- Preliminary Treatment Works
- Four (4) Primary Clarifiers
- Primary Effluent Pump Station
- Secondary Activated Sludge System
- PSA Pure Oxygen System
- Three (3) Secondary Clarifiers
- Two (2) Chlorine Contact Tanks
- Single Point Outfall and Emergency Outfall
- Three (3) Gravity Thickeners
- Three (3) Belt Filter Presses
- Sludge Cake Transfer Building
- One (1) Multiple Hearth Incinerator
- Fifteen (15) current Pumping Stations
- Various Appurtenant Support Systems
- 200 miles of Collection System combined and sanitary sewers
- 3 miles of deep rock CSO tunnel with 9 drop shafts/Diversion Structures
- 6,000 catch basins
- 6,000 manholes
- Two CSO Screening/Disinfection Facilities (1 on line; 1 under construction)
- 100 miles of stormwater pipes/swales/culverts/detention basins
- CSO flow monitors
- GIS for stormwater and sewer systems

Professional and technical services shall include the professional management, operation and maintenance of all Facilities and technical assistance for all programs and regulations affecting these services including the Industrial Pretreatment Program, CSO monitoring program, NPDES permit compliance for both stormwater and sewer.

The facilities listed are general and do not delineate every detail of the City facilities. Failure to list a related structure shall not be cause for a change in the scope of services.

The Owner has conducted this type of contract operations for the past twenty (20) years without change orders or contract amendments except for clear additional services requested by the Owner. All bidders must be aware of this and not anticipate any increases above their bid prices.

It is understood that each firm interested in providing the professional and technical services shall evaluate the facilities and review data which the City has available. Each bidder shall be allowed time to inspect/evaluate the facilities. Bidders may contact Terrance Sullivan, Administrator of Community Utilities at 508-324-2320 or by e mail at Tsullivan@fallriverma.org to schedule facility inspections or data requests. Cost of copying documents shall be borne by the proposing firm.

Said inspection/evaluation must be a thorough and complete effort, enabling a concise, accurate, and sufficient series of fixed fee not to exceed prices. Fixed fee, not to exceed annual cost overages, either by singular line item or by total cost, shall be the express burden of the SCO. Services, materials, or goods which are deemed necessary by the Owner, and pertinent to the successful operation and maintenance of the facility and stations, shall continue to be supplied by the SCO even if the cost overages occur.

For greater specificity as to the terms, conditions, requirements and type of professional services to be rendered, it is critical that the SCO incorporates the details delineated within the sample agreement that is included in this Invitation for Bid. The sample agreement in Appendix 5 shall be the contract form that will be used for the final contract with only minor changes and insertion of the successful bidder's name.

The City of Fall River's top priorities in this matter are as follows:

1. Maintain proper odor and noise control as to not impact the neighbors of the Facility. This includes good communication to keep the neighbors informed of occurrences at the Facility.
2. NPDES compliance for proper environmental control and improvement for both the stormwater and sewer NPDES permits.
3. Preventive and corrective maintenance to assure that the City's equipment and facilities are kept in the optimal working condition to maximize service capacity and minimize cost and deterioration.
4. Aesthetics of all facilities including cleanliness, proper painting programs, building and grounds maintenance, etc.
5. Cost Control: Providing maximum service for the minimum dollar.

6. Collection system maintenance for both the sewer and stormwater systems to provide optimal service to our customers and City residents and to minimize flood and hydraulic surge impacts.
7. Proper documentation of all services including advancement and maintenance of the GIS system, asset management and CSO flow metering/monitoring programs.
8. Provide preference in hiring to properly qualified and licensed Fall River residents.
9. Compliance with all federal, state and local regulations.

The City requires that the SCO establish itself as a partner to the City for the improvement of the environment, the protection of the City's investment, and optimal services to our customers and the residents of the City. Open communications are a key to achieving these goals.

II. INVITATION FOR BID FORMAT AND CONTENT

A. Invitation for Bid and Definitions.

The bid proposal shall be submitted in accordance with the following format and shall be complete in every detail. The bid proposal shall identify any and all terms and conditions associated with the figures included in the Invitation for Bid. The attached Appendix #1 is the bid form that must be utilized for submittal. Additional support information can be submitted, but the Bid Form #1 **must** be used for bidding. This bid form shall become a component of the final contract.

The following definitions shall be applicable to the cost items delineated in the bid form. Stipulated minimum costs are defined as the absolute minimum allowed unless clearly justified; the proposers may bid higher than the minimums identified.

Personnel

Personnel will be based on an absolute minimum of fifty (50) direct labor facility staff and includes, but is not limited to salaries, wages, overtime, pay differential, longevity, unemployment compensation, holiday pay, meal allowance, education assistance, hospital, medical, dental plans, life insurance, retirement contributions, sick leave, vacation and any other overhead or costs attributable to employees. Appendix #2 lists the current positions, job title and salary. This Appendix #2 is provided as a guide as is not intended to cover every detail of personnel costs.

Based on past history, a minimum budget level for total labor and benefits is expected to be at least \$3,985,000. Any bids less than this must be clearly justified. Insufficient justification as deemed by the Owner may be grounds for disqualification.

Currently, there is a Collective Bargaining Agreement signed in October 2011 covering the period of July 1, 2011 to June 30, 2014 between Veolia Water North America-Northeast, LLC and the Teamsters Local #251. This Agreement must be accepted by the SCO (Selected Contract Operator) as the base for negotiating a new Agreement unless an acceptable alternative is agreed to by the Union. A copy of the Agreement will be available for review.

All existing personnel must be offered an acceptable comparable position at or equal to or greater than their existing wage and benefit rate with the SCO in conformance with the existing staffing plan as approved by the Massachusetts DEP. Supervisory staff must maintain their current positions at the Facilities which must be equal to or greater than their existing wage and benefit rate.

Expenses

Vehicle, Boat and Trailer Expense:

All costs associated with the operation and maintenance of the plant vehicles, boat (16 foot, Boston Whaler/40 hp for river/bay sampling) and trailers. This includes, but is not limited to, gasoline, lubricants, repairs, inspections, tune-ups, vehicle supplies, vehicle accessories, diesel fuel, etc. The existing annual expenses are \$135,000. Any bids less than this must be clearly justified.

The vehicle list is attached in the standard contract form.

Major repairs may be charged to the Repairs Budget. Purchase of additional vehicles, boats or trailers shall not result in a change order or additional cost to the contract.

Telephone:

All costs associated with the facilities telephone, telemetry systems, NEXTEL or cell phones, portable radios, answering services, etc. This includes NEXTEL phones or cell phones for the Sewer Commission staff (estimate two).

Includes telemetry and/cell services for pumping stations, CSO diversion boxes, etc.

Postage:

All costs associated with mailings, freight and deliveries including the mailing/delivery of bioassay samples to the City's contract laboratory and/or samples to any laboratories.

Equipment Rental:

All costs associated with the rental of equipment for use at any of the facilities for operations or maintenance. This includes, but is not limited to emergency pump rental, portable lighting, compressors, generators, etc.

Operation Supplies:

All costs necessary for supplies and equipment to support the operations division and their specific functions and work tasks. Items such as, but not limited to, facility/station cleaning, painting supplies, paper supplies, etc., should be included.

Tools:

All costs necessary for tools and measuring devices such as, but not limited to, hand tools, signal generators, circuit tracers, vibration, thermographic, alignment, calibration, digital cameras and other such equipment necessary for the proper operation and maintenance of the facilities.

Uniforms:

All costs associated with the proper attire for workers including hard hats which must be worn in accordance with OSHA regulations, industry, and SCO standards. Hard hats shall be available and worn by all site visitors. All workers shall have sufficient uniforms as to be properly attired during all working events. Professional appearance of the staff is crucial and required.

Maintenance Supplies:

All costs necessary for supplies and equipment to support the maintenance division. This function may include any supplies for building and grounds maintenance as well.

Laboratory Supplies:

All costs necessary for laboratory chemicals, supplies and equipment to support the laboratory division, as well as sample analysis by outside contract laboratories.

Safety Supplies:

All costs necessary for safety supplies, general equipment, medical supplies, and personal protective equipment, etc. to support the facilities safety program.

Office Supplies:

All costs associated with office supplies, duplicating and photo supplies, printing and binding, etc. for the Facilities and Sewer Commission Office.

Outside Services:

Costs including, but not limited to other professional services such as, outside biological/ chemical expert consultants, temporary help, maintenance services, repair services, advertising, engineering support, etc. In addition, this account shall encompass all service agreements/contracts such as, but not limited to, PSA turnaround, PSA cooling system, boilers, generators, SCADA Systems, CEMS System, incinerator inspections, etc. A minimum of \$40,000 shall be budgeted for this line item.

Dues, Books, Meetings:

Costs associated with professional dues, required licensing, memberships, registrations, subscriptions, journals and text books. Costs associated with in-state attendance at professional meetings and conventions. Includes SCO staff and Sewer Commission staff.

Insurance:

Costs associated with insurance liability (\$5,000,000 general liability insurance) through either Performance Bond or Letter of Credit. Insurance for vehicles and trailers shall be bid separately on an annual basis and paid for directly by the Sewer Commission. Owner shall maintain standard property insurance.

Other:

Other costs that the SCO considers necessary that have not been defined within the Invitation for Bid or standard form of contract. Any additional costs that the SCO sees fit (if any) to include in this line item(s) must be clearly defined. Said explanations can be referenced with the Bid Form #1 and attached.

Overhead

Those costs necessary for the functioning of the Project by the SCO. If the SCO finds it necessary to include costs above those specific items as fixed by the Owner, than those additional costs shall be included. For example, if the SCO decided that the Repair/Replacement Budget was insufficient, than the cost above the Owners fixed cost would have to be included here

Profit

The amount projected for receipt by the SCO after all service costs are covered.

Total Bid Price/Year

The sum total per/year of all bid costs (personnel, expenses, overhead and profit). The costs fixed by the Owner are not included here.

Total Bid Price/Full Contract Term

The sum total of the Ten (10) individual annual bid prices. Said costs are delineated in Appendix 1.

Owner's Fixed Costs

Costs fixed by the Owner are fixed rates that are covered in the standard contract.

Natural Gas, Electricity, Water/Sewer/Stormwater Costs:

Natural Gas, Electricity, Water usage, Sewer usage and Stormwater costs for the Facilities are accounted for, budgeted and directly paid to the suppliers by the City. The Owner retains the option to have the SCO budget and purchase Natural Gas and Electricity if deemed in the best interest of the City and mutually agreed to by the City and the SCO.

The SCO is required to manage the Facilities to minimize cost while maintaining optimal conditions at all times. Items such as; electrical/gas/water readings and utilization, accounting for unit of measurement rate and collation to actual invoice, maintaining equipment and process control systems to produce the greatest effectiveness for the most minimal cost, maximize incinerator efficiency while minimizing the cost of operation, and preventing peak demand occurrences are central criteria. The SCO shall track project costs for utilities based upon the continuance of the existing Utility Consumption Reports as contained within the Monthly Operating Reports (MORs). The MOR shall include spreadsheets for Natural Gas, Electrical and water/sewer/stormwater costs to date versus budgeted amounts.

As the Utilities Budget represents a significant cost impact, a SCO with energy management/minimization expertise is required.

The Owners estimated annual budgets are as follows:

-Electricity	\$1,350,000.
-Natural Gas	\$550,000.
-Water/Sewer/Storm	\$80,000.

The SCO does not have any liability to pay these costs with the exception of their professional efforts to manage and minimize these costs through efficient operations, or negligence in the proper management and control of these utilities. The Owner may adjust these costs from year to year.

Facilities/Stations Repairs & Replacement:

The Repairs and Replacement Budget is utilized for all equipment repairs and replacement in the facilities, pumping stations, vehicles and any related equipment. This may include component parts, material or new equipment as repaired, rebuilt, modified or installed by the plant labor force. Plant labor costs shall not be included in this line item. It may also include repairs or installation of new or existing equipment by outside vendors as subcontracted by the SCO. Repairs and replacement also applies to any equipment or appurtenant subsystems of any components of the facilities. It also applies to pumps, motors, compressors, instrumentation, alarm systems, any mechanical, electrical, hydraulic or pneumatic devices or equipment, roofs, tanks, doors, etc.

The SCO shall not exceed the Repairs and Replacement Budget. There is no method for reimbursement for exceeding the Repairs and Replacement Budget. The SCO must properly manage the account and provide a reasonable schedule for maintenance and continual improvement to the facility. In the event of an unanticipated catastrophe the Owner and SCO can meet to discuss options.

Capital improvements not associated with the Repairs and Replacement Budget are clearly defined and must not be confused with the Repairs and Replacement Budget. All repair and replacement items which are deemed necessary (by Owner) and pertinent to the successful operation and maintenance of the facilities shall continue to be supplied by the SCO even if cost overage occurs. The cost overage shall be the express burden of the SCO and is not subject to reimbursement by the Owner.

The Repairs and Replacement Budget is set at \$500,000 for each year and must not be exceeded. It is planned to fully use that account to improve the condition of the facility. If the account is not fully utilized, the Owner will be reimbursed 100%. The SCO accounts for and pays all costs and manages the facility to minimize the cost and maximize the optimal condition of the facility.

This cost will be included as a component of the ultimate contract, but is not included in the bid price as it is fixed by the Owner. The Owner retains the right to adjust this fixed cost as needed.

As the facility equipment represents a significant investment and is critical to proper operations, an SCO with extensive maintenance experience and expertise is required.

Collection System Maintenance and Repair:

The Collection System Maintenance and Repair budget is utilized for all Collection Systems (sanitary sewer, combined sewer and storm drainage systems) repairs and replacements. This may include emergency repairs by outside contractors if needed. This budget will be used for repair of sewer mains, storm drains, catch basins, manholes, CSO structures and for other uses as approved by the Owner. Collection System labor costs shall not be included in this line item.

The Collection System Maintenance and Repairs Budget is set at \$150,000 for each year and must not be exceeded. It is planned to fully use that account to improve the condition of the facilities. If the account is not fully utilized, the Owner will be reimbursed 100%. The SCO accounts for and pays all costs and manages the Collection System to minimize the cost and maximize the optimal condition of the Collection System.

Costs shall be accounted for and reported to the Owner monthly in the MOR (Monthly Operating Report). The SCO shall notify the Owner when 80% of said budget has been expended. The SCO must receive written permission to exceed this budget. Said written permission must have an upper limit amount. The Owner shall reimburse the SCO for its actual cost for Collection System Repairs as approved by the Owner above the original budget, but not exceeding the upper limit as approved. The SCO shall make every reasonable attempt to stay within the limits of this budget and at the end of each fiscal year 100% of unexpended funds shall be refunded to the Owner.

This cost will be included as a component of the ultimate contract, but is not included in the bid price as it is fixed by the Owner. The Owner retains the right to adjust this fixed cost as needed. An SCO with extensive Collection System maintenance experience and expertise is required.

Contract Hauling and Residual Disposal:

Contract hauling and residual disposal costs are those associated with the transfer and disposal of all Treatment Plant and Collection System residuals: including, but not limited to grit, scum, trash, ash, sludge (liquid or solid), screenings, catch basin debris and sewer/drain system debris. All contract hauling costs are contracted, purchased and accounted for by the SCO. The SCO accounts for and pays all costs and manages the

residuals program to minimize the cost and maximize optimal odor control, sludge inventory, collection systems efficiencies and cleanliness of the facilities.

The SCO is required to manage and coordinate all activities related with the residuals program such as, but not limited to filling and handling containers, trucks and dumpsters; accounting for volumes and amounts and verification of invoices/receiving slips; minimize the cost and maximize optimal odor control; maintain proper sludge inventory; operate solids handling processes to produce the most cost efficient handling and disposal method; maintain cleanliness of facilities; schedule hauling, handling and transportation needs with multiple vendors; manage/comply with transportation manifests and residuals testing; etc. Sludge may be disposed of as ash, sludge cake or liquid sludge as needed.

The Contract Hauling and Residual Disposal Budget is currently set at \$480,000 for each year and must not be exceeded. If the account is not fully utilized, the Owner will be reimbursed 100%.

Costs shall be accounted for and reported to the Owner monthly in the MOR (Monthly Operating Report). The SCO shall notify the Owner when 80% of said budget has been expended. The SCO must receive written permission to exceed this budget. Said written permission must have an upper limit amount. The Owner shall reimburse the SCO for its actual cost as approved by the Owner above the original budget, but not exceeding the upper limit as approved. The SCO shall make every reasonable attempt to stay within the limits of this budget and at the end of each fiscal year 100% of unexpended funds shall be refunded to the Owner.

This cost will be included as a component of the ultimate contract, but is not included in the bid price as it is fixed by the Owner. The Owner retains the right to adjust this fixed cost as needed. An SCO with extensive residuals management experience and expertise is required.

Significant changes to sludge hauling practices and procedures must be approved by the Owner. The Owner is aware of the continuing regulations that may change residuals management and disposal practices. As such this budget item could change significantly in future years.

The SCO shall provide projected cost estimates for all residuals disposal costs on annual basis for budget purposes by December 15th of each year or as requested by the Owner. The SCO shall properly manage sludge disposal, i.e. ash vs. liquid vs. sludge cake (or any combination which yields the greatest cost savings).

Capital Improvements:

A capital improvement is a major equipment repair or replacement costing in excess of \$50,000. Examples of capital improvements include the installation of new or expanded drain systems to address flooding, replacement of Schwing sludge pumps, replacement of

belt filter presses, etc. Normal repairs or maintenance cannot be deferred or avoided to create a condition that can result in a required capital improvement. Capital improvements can also include new equipment defined and desired by the Owner.

The Capital Improvement Budget is accounted for by the Owner and is not included in the O&M Contract. Lack of capital improvement funds may not be used as a reason for the SCO to displace responsibility. The SCO shall not assume that any costs are covered by capital improvements except those that explicitly comply with the above definition. The Owner retains the option to have the SCO purchase, procure, install and/or sub contract capital improvements subject to agreement as to cost.

Chemicals:

All major process chemicals are bid, accounted for and budgeted by the Owner. This account is not included in the O&M Contract. The City will retain the option to have the SCO budget and purchase the chemicals if deemed in the best interest of the City and mutually agreed to by the Owner and the SCO.

The SCO is required to order chemicals as needed under the approved contracts, account for the dose, demand, volume, and cost of chemicals used, provide expert technical assistance on projected volume requirements, and manage the use of the chemicals to maximize odor and process control efficiency and minimize cost. If the SCO orders chemicals without an approved chemical contract, City purchase order, or direct permission from the Administrator of Community Utilities the SCO is responsible for said costs. The following is the projected breakdown of volume of the chemicals within this category.

<u>Chemical</u>	<u>Projected Annual Use</u>
Sodium Hypochlorite	300,000 gallons
Polymer (dewatering)	450,000 pounds
Potassium Permanganate	40,800 pounds
Deodorants (dry granular)	3,000 pounds
Deoderants (wet)	275 gallons
Liquid Oxygen	20,000 ccf
Bagged Hydrated Lime	200-50 lb. bags
Bulk Hydrated Lime	0 tons
Sulfuric Acid	0 gallons
Sodium Hydroxide	10,000 gallons
Sodium Bisulfite	85,000 gallons

As the Chemical Budget represents a significant cost impact, an SCO with experience and expertise in management/minimization skills is required. The SCO shall provide the Owner with a projected budget including estimated annual volumes and costs of each chemical by December 15th of each year for the following fiscal year.

Police Details

The SCO shall maintain an annual budget of \$20,000 for Police Details. Costs shall be accounted for and reported to the Owner monthly in the MOR (Monthly Operating Report). The SCO shall notify the Owner when 80% of said budget has been expended. The SCO must receive written permission to exceed this budget. Said written permission must have an upper limit amount. The Owner shall reimburse the SCO for its actual cost for Police Details as approved by the Owner above the original budget, but not exceeding the upper limit as approved. The SCO shall make every reasonable attempt to stay within the limits of this budget and at the end of each fiscal year 100% of unexpended funds shall be refunded to the Owner.

Bid Form:

The Bid Form #1 in Appendix 1 identifies a bid price for each of the ten (10) years of the projected contract duration as well as a total bid price for the full term of the contract. As many of the variable price items (electricity, natural gas, water and sewer use, stormwater fees, chemicals, repairs and replacement, capital improvements, police details and contract hauling) have been fixed by the Owner to reduce SCO cost liability, it is required that fixed prices for the bid items be submitted for each year. There will be no allowances for consumer price index increases, negotiated nor arbitrated increases, increases associated with flow and loads, increases associated with base fee formulas nor any other method. The intent of this criteria is to eliminate low bids that are insufficient to properly operate and maintain the facilities. The Owner may renegotiate specific cost items due to extenuating circumstances during the contract term. However, this option is at the sole discretion of the Owner.

B. Subcontractors.

The Contractor shall provide the names of any and all major subcontractors that he proposes to use during the performance of the services required. If the Contractor is unable to provide the names of subcontractors at the time of submission of this proposal, he shall identify the services that he intends to subcontract out. This section refers to major subcontractors for significant portions of the operation, and not minor vendors utilized for minor repairs or services.

C. Bid Bond.

Each bid must be accompanied by cash, certified check of the Contractor, or a bond duly executed by the Contractor as principal and having as Surety thereon an approved surety company in the amount of five percent (5%) of the contract price for the first full year of operation. Such check or bond will be returned promptly after the City and the accepted Contractor have executed the contract; or if no award has been made within 120-days after the date of the opening, unless extended by mutual agreement. Any applicable requirements pertaining to the bond shall also apply to the certified check.

An approved surety on the bond is a surety who is a corporate surety licensed to sign surety bonds in the State of Massachusetts and also listed by the United States Treasury Department in its latest list as a qualified surety acceptable to the United States Government. No bond will be accepted if the amount of the bond is less than five percent (5%) of the total estimated contract price for the first full year of operation, or if the amount of the bond exceeds the limit for which the United States Treasury Department has qualified the surety for any one (1) bond. Deposits accompanying proposals shall be sealed in the proposal envelope.

The successful Contractor, upon his failure or refusal to execute and deliver the Contract and Bonds required, shall forfeit to the City as liquidated damages for such failure or refusal the security deposited with his proposal.

D. Operating Plan.

1. Provide a listing of the specific individuals the Contractor would assign to this contract and provide the background and experience of those individuals. This shall include an organizational plan of all employee positions by job title that the SCO plans to utilize. The chart shall be broken into applicable divisions of administrative management, operations, maintenance and laboratory, and shall delineate every position at the facility. Specific individual information is required for upper management only. All other positions may be identified by job title only. The current staffing roster is attached as Appendix 2 and can be utilized for this section if significant changes are not planned. The SCO shall also delineate the regional manager that is not part of the staff roster that would be available to address contractual issues or problems that may arise.
2. Provide a brief operating plan for the facilities that indicates Contractor's approach to providing operations and maintenance services.

E. Term of Agreement.

The term of agreement shall commence on the contract date of July 1, 2014 and shall terminate on June 30, 2024 unless terminated earlier by the Owner for convenience without cause; or, cause; or uncontrollable circumstances; or, significant labor problems; or unacceptable performance by the SCO.

III. **MINIMUM REQUIRED STANDARDS FOR CONTRACTOR QUALIFICATIONS**

This section of this bid requirements establishes certain standards of professional expertise, experience and financial capability that the City requires for a Contractor to be deemed qualified. Bids from firms that do not meet the prescribed standards will be considered by the City to be non-responsive and disqualified. The City, in its sole discretion, will decide if a Contractor meets the standards. Each firm must answer the following questions honestly and completely. These answers shall be listed as Appendix #3 and answered in the order listed.

A. Contractor must have been in business at least five (5) years.

Provide the client name, contact, address, and phone number of at least one (1) project that you have operated continuously for at least five (5) years.

B. Contractor must operate and maintain at least 10 wastewater treatment facilities in the United States.

In order to be responsive to this requirement, Contractor must supply, at a minimum, the staffing of each facility, the client name, contact, address, phone number, and a description of the respective facilities size and complexities, the contract start date and anticipated completion date, summary of annual contract costs for each of the last three (3) years, and positive/negative results. This information may be referenced as an attachment.

C. Contractor must operate at least two (2) separate wastewater treatment facilities, each with a design average flow of 15 MGD or greater in the United States.

Provide the client name, contact, address, and phone number of said facilities. This answer may refer to Item B if the projects are already listed there.

- D. Contractor must provide a performance bond in an amount equal to the full value of one-year's estimated cost of the contract.

Provide a certification from a surety company licensed to do business in Massachusetts indicating that they will provide such a bond.

- E. Contractor must furnish public liability and property damage insurance of not less than \$5,000,000 combined single limits for bodily and/or property damage.

Provide a certificate of insurance from an acceptable insurance company indicating that they will provide such coverage.

IV. **CONTRACTOR PROFILE**

Each qualified Contractor must respond to each of the following request/questions in a clear and comprehensive manner. These answers shall be listed as Appendix #4 and answered in the order listed.

- A. Provide the full name, tax identification number, and main office address of the entity which would ultimately enter into a contract with the City.
- B. Identify when the Contractor was organized and, if a corporation, where incorporated and the number of years engaged in providing Contract Operations Services under that name.
- C. Has the Contractor ever failed to complete work awarded under any contract operations or contract management contracts? If so, name the owner and describe the circumstances.
- D. Has the Contractor been named as a defendant or plaintiff in any litigation brought as a result of any contract operations or contract management contract? If so, name the Owner and describe the circumstances.
- E. Does any councilor or other officer, employee, or person who is payable in whole or in part from the City have any direct or indirect personal interest in the Contractor? If so, describe the circumstances.
- F. Has the Contractor been fined or subjected to other enforcement action by any agency having jurisdiction over labor laws? If so, describe the circumstances.
- G. Has the Contractor been fined or subjected to other enforcement action by any agency having jurisdiction over health, safety, and welfare issues?

If so, describe the circumstances.

- H. Has any accidental loss of life occurred at any facility at which the Contractor was providing contract operations services. If so, describe the circumstances.
- I. Has the Contractor been fined or subjected to other enforcement action by any agency, including EPA, MA DEP or other Federal or State agency having jurisdiction over compliance with properly issued permits or wastewater facility operations? If so, describe the circumstances.
- J. Provide a copy of the Contractor's Affirmative Action Plan which targets the Contractor's minority and women employment goals. This information may be referenced as an attachment.
- K. Provide a tabulation showing the Contractor's total current work force and the number of minority and women employees.
- L. Has the Contractor ever been fined or subjected to other enforcement action by any agency having jurisdiction over affirmative action issues? If so, describe the circumstances.

Failure to respond to any item above, or the submittal of incorrect or misleading response(s) may be cause for classifying the bid as non-responsive and disqualify the proposer.

V. EQUIPMENT OWNED BY THE CITY

All land, buildings, improvements, and permanent equipment which are presently in place, or new facilities which will be added by the construction projects, shall remain as property of the City. All such facilities shall be made available to the Contractor for his use in providing the services under the contract.

Expendable supplies and spare parts which are on hand on the day and date of the contract start shall be inventoried by the Contractor and approved by the Owner. The contractor shall have access to these materials during the duration of the contract, but shall maintain the inventory such, that at the end of the contract period, the City inventories shall be replenished. The contractor shall supply the City with a complete inventory on June 30 of every year.

All expendable supplies, spare parts, tools, computers, or any other goods purchased with contract funds are the property of the City of Fall River.

The Contractor shall maintain all land, buildings, improvements, vehicles, and permanent equipment. Equipment and vehicle maintenance shall be performed by the Contractor in accordance with manufacturer's recommendations, and the Contractor will be required to provide proof thereof to the satisfaction of the City upon request.

VI. SCHEDULE OF EVENTS

Each Contractor must submit ten (10) copies of a complete bid no later than 11:00 AM, Wednesday, April 16, 2014, addressed to Mr. Timothy McCoy, Purchasing Agent, Room 235, One Government Center, Fall River, MA 02722. The outside of the envelope must be clearly marked "Bid-Wastewater Treatment Facilities and Collection Systems Contract Operations, Sewer Commission, City of Fall River".

In as much, as the preparation of the bids will depend in part upon an on-site evaluation of the City's facilities (as well as a review of various reports, studies, and other documents), qualified Contractors will have access to the facilities. The City will schedule time for each qualified Contractor upon written request to Tsullivan@fallriverma.org.

The Sewer Commission will award a contract to the responsible and responsive bidder offering the best price within 60 days following the submission deadline.

Contractor will begin services on July 1, 2014. Approval of the Contract by the Department of Environmental Protection is required.

VII. REVIEW OF BIDS

All bids submitted in accordance with the requirements of this Invitation will be reviewed for completeness, correctness and responsiveness.

Selection of a Contractor to perform the contract operations services will be in accordance with Massachusetts General Laws, Chapter 30B. The City of Fall River reserves the right to reject any and all bids based on its sole determination and in the best interest of the City of Fall River.

In addition to the data and documentation being submitted by the Contractor in response to this Request, the City reserves the right to make an on-site inspection and evaluation of any facility at which contract operations services are currently being performed by the Contractor. If the City chooses to exercise this right, the Contractor shall provide a representative, with or without notice, to accompany the City or its delegated representative(s) on any on-site inspection. The inspection is not limited to only one (1)

facility. All costs for transportation and subsistence to inspect any facilities incurred by City personnel shall be borne by the City.

VIII. **INFORMATION TO BE PROVIDED BY THE CITY**

Each qualified firm can schedule a specific time to visit the facilities as established in Section I and VI of this Invitation to Bid. Each firm will have access to data and documents for inspection and copying at scheduled times during the bidding process, upon written notice of request to the Owner.

Arrangements to inspect and/or copy documents must be made through the Administrator of Community Utilities at Tsullivan@fallriverma.org. Documents that can be available include, but are not limited to the following:

1. Construction Plans and Specifications
2. Operations and Maintenance Manuals
3. Process Flow Diagrams
4. NPDES Discharge Permits
5. Monthly Summary of Operations Reports
6. Copies of Various Reports, Studies, Evaluations and other documents relative to the Design, Construction, Operation and Maintenance of the City's Facilities.

The City will provide duplicate copies of any of the above listed documents, if requested by the Contractor. The cost of duplication will be borne by the Contractor, and duplicate copies will be provided as soon as possible after the request for copies is made. However, delays in obtaining duplications shall not be considered as a valid reason for requesting any time extensions.

IX. **SELECTION OF CONTRACTOR**

The City regards the submission of the bid as the basis upon which an evaluation will be made in order to select one (1) firm with whom the City will execute a final contract. The City reserves the right to reject any and all bids. The standard contract form attached will be adhered to with the exception of minor details to accommodate the specific company selected.

The City intends to execute a contract with a responsible and responsive bidder offering the best price. However, should the parties fail to execute the contract in a timely manner; the City can engage the next responsible, responsive in order to execute a contract.

The final selection and contract award rests solely with the City.

All bidders must comply with the terms and requirements of this solicitation in order to demonstrate the requisite expertise to fulfill its duties pursuant to the sample contract identified as Appendix 5.

The City reserves the right to accept or reject any irregularities or informalities within the bids. The contract will be awarded to the responsible and responsive bidder offering the best price.

The Sewer Commission staff shall evaluate the bids. The Sewer Commission staff will make recommendations to the full Board of the Sewer Commission for the award of the contract. The Sewer Commission will award the contract within 60 days of the bid submission deadline.

Any questions can be sent to Tsullivan@fallriverma.org.

APPENDIX

1. Bid Form #1 and Costs Fixed by the Owner
2. Personnel List
3. Minimum Standards
4. Contractor Profile
5. Standard Contract Form
6. Non Collusion and Tax Certification Forms

APPENDIX 1

Bid Form #1 and Costs Fixed by the Owner

COSTS FIXED BY THE OWNER:

(not included in Bid Form #1)

- Cost Budgeted & Paid Directly by Owner:

Annual

Natural Gas	\$ 550,000
Electricity	\$ 1,350,000
Water/Sewer/Stormwater	\$ 80,000
Chemicals	\$ 480,000

Subtotal/Owner: \$2,460,000

- Cost Budgeted and Paid by SCO:

Facilities/Stations Repair/Replacement	\$ 500,000
Collection System Repair and Maintenance	\$ 150,000
Police Details	\$ 20,000
Contract Hauling/Residuals Disposal	\$ 480,000

Subtotal Other: \$1,150,000

TOTAL FIXED OWNER COST: \$3,610,000

APPENDIX 2

Personnel List

1	Project Manager II	Salary	\$ 95,950
2	Assistant Project Manager	Salary	\$ 78,976
3	Supervisor, Collection System	Salary	\$ 60,475
4	Supervisor, Collection System	Salary	\$ 52,007
5	Supervisor, Lab	Salary	\$ 65,359
6	Supervisor, Maintenance	Salary	\$ 63,227
7	Supervisor, Operations	Salary	\$ 66,299
8	Supervisor, Operations	Salary	\$ 65,859
9	Supervisor, Operations	Salary	\$ 65,859
10	Supervisor, Operations	Salary	\$ 65,859
11	Supervisor Collection System	Salary	\$ 60,000
12	Administrative Assistant	Hourly	\$ 32,158
13	Administrative Assistant	Hourly	\$ 42,143
14	Lab Tech	Hourly	\$ 39,701
15	Collection System Tech	Union	\$ 40,581
16	Collection System Tech	Union	\$ 44,242
17	Collection System Tech	Union	\$ 38,605
18	Collection System Tech	Union	\$ 39,749
19	Collection System Tech	Union	\$ 40,581
20	Collection System Tech	Union	\$ 39,749
21	Collection System Tech	Union	\$ 41,517
22	Maintenance Tech I	Union	\$ 41,662
23	Maintenance Tech I	Union	\$ 42,786
24	Maintenance Tech I	Union	\$ 42,370
25	Maintenance Tech I	Union	\$ 42,994
26	Maintenance Tech I	Union	\$ 47,216
27	Maintenance Tech II	Union	\$ 46,779
28	Maintenance Tech II	Union	\$ 46,363
29	Maintenance Tech	Union	\$ 41,350
30	Operator I	Union	\$ 41,600
31	Operator I	Union	\$ 41,600
32	Operator I	Union	\$ 41,808
33	Operator I	Union	\$ 41,974
34	Operator I	Union	\$ 40,352
35	Operator I	Union	\$ 40,352
36	Operator I	Union	\$ 40,352
37	Operator I	Union	\$ 40,768
38	Operator I	Union	\$ 42,765
39	Operator I	Union	\$ 41,475
40	Operator I	Union	\$ 40,768
41	Operator II	Union	\$ 40,352
42	Operator III/Lead	Union	\$ 47,362
43	Operator III/Lead	Union	\$ 47,008
44	Electrician	Union	\$ 59,384
45	Utility Worker/elect apprentice	Union	\$ 41,538
46	Utility Helper	Union	\$ 31,283
47	Utility Worker	Union	\$ 40,955
48	Utility Worker	Union	\$ 39,749
49	Utility Helper	Union	\$ 32,219
50	Utility Worker	Union	\$ 40,331
	TOTAL		\$ 2,364,408

* Bold salaries reflect 2.5% raise effective in February 2014.

APPENDIX 3

Minimum Required Standards For Contractor Qualification

APPENDIX 4

Contractor Profile

APPENDIX 5

Standard Contract Form

APPENDIX 6

Non Collusion and Tax Certification Forms

DRAFT 1/23/14

**AGREEMENT
for the
OPERATIONS, MAINTENANCE, and MANAGEMENT SERVICES
for the
FALL RIVER WASTEWATER TREATMENT FACILITIES,
PUMPING STATIONS,
SEWER SYSTEMS, STORMWATER SYSTEMS,
COMBINED SEWER OVERFLOW FACILITIES
AND ALL RELATED ACTIVITIES**

THIS AGREEMENT made on this 1st day of July 2014, by and between:

The Fall River Sewer Commission (hereinafter "Owner") and the Selected Contract Operator (hereinafter "SCO").

WHEREAS, the Owner owns the Fall River Wastewater Treatment Facility and fifteen (15) pumping stations, sewer systems, stormwater systems and CSO Facilities (hereinafter referred to as the "Project") as defined in Appendix B.

WHEREAS, the Owner has the authority under the laws of the Commonwealth of Massachusetts to enter into a professional services contract for the operation, maintenance and management of said Project;

WHEREAS, SCO, an independent contractor, is capable of and experienced in providing professional operations, maintenance and management services for said Project;

NOW, THEREFORE, in consideration of the mutual covenants and agreements, hereinafter set forth, the Owner and SCO agree as follows:

1. PURPOSE

The Owner agrees to engage SCO as an independent contractor to operate, maintain and manage the Project during the term of this Agreement.

2. GENERAL

- 2.1) Definitions of words or phrases used in this Agreement are contained in Appendix A.
- 2.2) All grounds, facilities, equipment and vehicles now owned by Owner, acquired by Owner, or acquired by SCO through the Project, shall remain the property of the Owner.
- 2.3) This Agreement shall be governed by and interpreted in accordance with the laws of the Commonwealth of Massachusetts.

- 2.4) This Agreement shall be binding upon the successors and assigns of each of the parties, but SCO shall not assign this Agreement without the prior consent of the Owner.
- 2.5) All notices shall be in writing and shall be delivered in person or transmitted by certified or registered mail, return receipt requested.

Notices required to be given to the Owner shall be addressed to:

Mr. Terrance Sullivan
Administrator of Community Utilities
Fall River Sewer Commission
One Government Center
Fall River, MA 02722

Notices required to be given to SCO shall be addressed to:

Name: XXXXXXXXXXXXX
Title: President
Company: XXXXXXXXXXXXXXX
Address: XXXXX Street
Suite XXXXXX
City, State Zip Code

- 2.6) This Agreement, including Appendices, the invitation to bid and the SCO bid submittal is the entire Agreement between the parties.
This Agreement may be modified only by written agreement signed by both parties. Wherever used, the terms "SCO" and "Owner" shall include the respective officers, agents, directors, elected or appointed officials, and employees.
- 2.7) Should the existing Project Manager and/or the Assistant Project Manager refuse to accept their current positions, upon award of the contract the SCO, shall assign a designated Project Manager to Fall River 14 days prior to start-up. The SCO Project Manager must be approved by the Administrator of Community Utilities. The SCO Project Manager shall prepare a mobilization plan which will include a Project Support Team to be on site seven (7) days prior to start-up. The Project Support Team shall also be available and utilized by the SCO Project Manager on an "on-going, as needed" basis throughout the life of the Project. Expert skills represented on this team shall include facility management, all aspects of preventive and corrective maintenance, laboratory analysis and management, collection system maintenance, process control, industrial pretreatment, sludge processing and incineration, air pollution control, public relations, training, health and safety issues, biological and chemical assessment of process control issues, and other industry specialties.

The Project Support Team shall be a function of corporate overhead and shall not be included within the budgeted labor or expense accounts.

Following start-up, the Project Support Team shall confer as needed to:

- review Project performance, including a written report of findings as requested the Owner covering all aspects of the Project including financial, process control, energy conservation, etc.;
- evaluate and provide operational reports as to engineering studies, regulatory changes, facility upgrades and other Owner projects as requested;
- provide expert recommendations on all aspects of the Project with a major emphasis on facility maintenance.

- 2.8) The Monthly Discharge Monitoring Reports (DMR's) shall be signed jointly by the Owner and SCO. The Monthly Operation and Maintenance Forms shall be signed by SCO and copies will be sent to both the Owner and the Department of Environmental Protection (DEP). The SCO shall manage the conversion to e-filing for both the MA DEP and the EPA for all submittals. The SCO shall prepare all filings and the Owner shall certify as needed.
- 2.9) The SCO will inventory all equipment, furniture, tools, vehicles and spare parts, etc., by October 1, 2014. Said inventory shall be submitted to the Owner for review. Upon approval by the Owner, said inventory will become a part of this contract and attached as Appendix H. The SCO shall prepare an inventory every June 30 for the duration of the contract.
- 2.10) This Agreement recognizes and honors all terms, conditions and responses as requested in the Owner's Invitation to Bid and accepts this document as an out-growth of said Invitation to Bid as submitted by the SCO on April XX , 2014. The terms and conditions of Owner's Invitation to Bid is hereby incorporated herein and made a part hereof. The SCO shall be bound by the applicable goals, recommendations, and company quality as specified in their bid proposal.
- 2.11) The SCO shall perform an internal audit as needed or as requested by the Owner. The Project audit should evaluate performance factors related to: facilities and equipment, contract compliance, regulatory permit compliance, financial performance, personnel performance, chemical and utility efficiencies, technical ability, and other associated factors. The results of the internal audit shall be submitted in writing to the Owner within thirty (30) working days after the audit.

3. SCOPE OF SERVICES – SCO

The SCO shall:

- 3.1) Within design capacity and capability of the Project, manage, operate and maintain the Project so that effluent discharged from the Project meets the requirements specified in Appendix C and the Owner's NPDES Permits. SCO may alter the process and/or facilities to achieve the objectives of this Agreement; provided however, that no alteration shall be without Owner's written approval if the alteration shall cost in excess of Ten Thousand Dollars (\$10,000). Physical modifications which would affect plant operations must first be approved by the Department of Environmental Protection (DEP) in accordance with 314-CMR-12.00. The SCO will also provide all process control systems that will allow ready access to all process data and trends. Provide a Monthly Operations Report (MOR) by the last day of each month for the preceding month (i.e. July MOR is due August 31).
- 3.2) Provide administrative and expert analytical services in connection with the Owner's Industrial Pretreatment Program including sampling, monitoring, and preparation of required reports, as required. Current Significant Industrial Users (SIU) are listed in Appendix D. Results of all industrial sampling and testing shall be reported to the Owner in a timely manner. Said services shall be performed as needed and may encompass all testing parameters associated with the given instrumental and wet-chemical capabilities of the laboratory, and/or outside labs as needed. Further, the SCO shall, by September 1st of each year, prepare and submit three (3) copies of the Annual Industrial Pretreatment Report to the Owner.
- 3.3) Provide Owner with full documentation that preventive maintenance is being performed on all Owner's equipment in accordance with manufacturer's recommendations utilizing a Maintenance Management System as approved by the Owner. The SCO will provide sufficient documentation in the Monthly Operating Report (MOR) that documents corrective and preventive maintenance. The SCO will provide an Annual Maintenance Report by August 1st of each year that summarizes the status of major equipment systems and the work performed on major equipment systems for the preceding fiscal year. The Annual Report shall also update the Capital Improvement Program (CIP) analysis each year and make recommendations for capital improvements for the coming year. A spare parts inventory shall also be provided. The Owner maintains the exclusive right to inspect these records at all times. The Owner maintains the exclusive right to request any type of maintenance report or update from the SCO at any time.

- 3.4) The Facilities/Stations Repairs and Replacement Budget is set at \$500,000 per year and must not be exceeded.. Any funds not expended shall be reimbursed to the Owner at 100%. The SCO shall not exceed the Repairs and Replacement Budget. The Owner reserves the right to adjust the annual Facilities/Stations Repairs and Replacement Budget

The SCO accounts for and pays all costs and manages the Facilities to minimize the cost and maximize the optimal conditions at the Facilities. Again, the SCO shall not exceed the Facilities/Stations Repairs and Replacement Budget. There is no method for reimbursement for exceeding the Repairs and Replacement budget. In the event of a catastrophe the Owner and SCO can meet to discuss options. The SCO shall properly manage the account and provide a reasonable schedule for maintenance and continual improvement to the Facilities. Project labor costs shall not be included in this budget.

- 3.5) Provide the Owner with an accounting of repairs on a monthly and an as needed basis. The SCO will provide Owner with a detailed list of repairs within the MOR.
- 3.6) Provide a staff of fifty (50) qualified personnel, including management, administrative, operational, technical, maintenance, collection systems, laboratory and clerical who meet relevant State of Massachusetts requirements and certifications. Staff shall be experienced and properly licensed regarding wastewater treatment/collection system operations and maintenance and capable to operate and maintain the Owner's facilities. The SCO shall offer existing positions and negotiate fairly and equitably with all existing employees at the Owner's Facilities. The SCO shall offer equal to or greater wages and comparable benefits to all existing employees who were employed as of June 30, 2014. The Plant Manager, Assistant Plant Manager and all Supervisory Managers must maintain their current positions at the Owner's Facility at the aforementioned wage and benefit requirements.

The SCO shall provide sufficient technical support and engineering expertise for the proper operation of the facilities. Engineering and technical support expertise shall be a function of the SCO corporate overhead and shall not be included within the labor and expense accounts.

The SCO shall submit to the DEP and the Owner a staffing plan within 60 days of Project start-up in accordance with 314-CMR-12.00. The staffing plan will contain a complete list of all personnel individual certification levels and positions.

The staffing level (50) can be decreased only with written approval by the MA DEP and the Owner.

Any staffing adjustment decrease in personnel shall see 100% of wages, benefits and overtime returned to the Owner at the time of such staffing adjustment. In the event of a staffing adjustment increase, all specific wages, benefits, overtime, and associated overhead and profit shall be negotiated by SCO and Owner at the time of such staffing adjustment.

The facility staff (50) shall only conduct SCO work exclusively at the Owner's Project. The facility staff (50) shall not conduct work on or at other SCO projects such as, but not limited to; other facilities, O&M project review, evaluation, or start-up teams, project audits of all types, corporate support teams, etc.

The facility staff at the direction of the Owner shall assist other City Departments including but not limited to the Water Department including the Bioreserve, the Park Department and the Department of Community Maintenance.

All corporate or regional meetings, training or safety events, etc. may be attended as long as the facility staff is not depleted by more than 10% and all associated cost (airfare, lodging, meals, tuition, etc.) are a function of corporate overhead and are not included within the budget. Weekly time sheets of all staff personnel shall be submitted to the Owner when requested for verification of on-site presence upon request.

- 3.7) Operate and maintain the facilities over a 24-hour per/day, 7-day per/week period, under this Professional Services Agreement for Operations, Maintenance and Management. All pump stations shall be inspected at least daily. All requirements of 314 CMR 12.00 must be complied with.
- 3.8) Provide the Owner with a full accounting of all expenditures at intervals and in sufficient detail as may be determined by the Owner. Assist the Owner, as directed, in the preparation of annual operating budgets. Further, the SCO will provide the Owner with a full financial disclosure of Direct Costs of the Fall River Project and allow the Owner to audit the Direct Costs at any time utilizing the Owner's staff or independent auditors. The cost of any independent audits required by the Owner will be borne by the Owner. In addition, the Owner, or duly authorized agent, may participate in any SCO internal operations audit process and shall be furnished a copy of the internal audit within thirty (30) working days after completion of said audit. Actual labor, materials, and other Direct Costs for the Fall River Project shall be accessible as determined by the Owner. This disclosure of expenditure details includes, individual salaries, benefits, and all the details of any budgetary line item. The Owner may request full disclosure of any budgetary line item at any time and the SCO shall supply said information in a reasonable time period.
- 3.9) Pay all costs incurred in Project operations.

- 3.10) Prepare the monthly Discharge Monitoring Reports (DMR's) that shall be jointly signed by the Owner and the SCO and prepare the Monthly Operation and Maintenance Forms that shall be signed by the SCO. The SCO shall manage all e-filings for MA DEP and EPA with the Owner certifying as needed.
- 3.11) Provide for the handling and disposal of screening, grit, ash, sludge and any residuals from the Wastewater Treatment Facilities and/or collection systems. The hauling costs are defined as the Owner's cost and are further defined in Section 5.5.
- 3.12) Provide training for personnel in areas of operation, maintenance, safety, supervisory skills, laboratory, energy management, industrial pretreatment, operations, collection systems, GIS, SCADA, CSO monitoring and mechanical skills necessary in the efficient operation of the Fall River Facilities. The SCO will also implement a safety program and adhere to all portions of the program. All training activities will be documented in the Monthly Report to the Owner.
- 3.13) Perform and/or provide the necessary testing and laboratory analysis including all necessary effluent compliance testing, process control testing, gas chromatography, infrared spectroscopy, or any other testing parameters to comply with the NPDES Permit, optimize POTW performance, or to comply with requests of the Owner. Comply with any sampling/testing requirements including but not limited to those related to the CSO Court Order or Federal/State Agency requests/requirements as approved by the Owner.

Identify sources of industrial interference or pass through. Perform IPP and River sampling/testing programs. Perform periodic testing of sludge and/or ash for compliance with 40-CFR-503 or other applicable regulations. Appendix I identifies minimum requirements in addition to NPDES and process control testing. All analytical techniques shall conform to the latest edition of Standard Methods for the Examination of Water and Wastewater and/or in accordance with current versions of the Standards contained in 40-CFR-136 of the Federal Register.

The testing associated with bioassays (i.e. currently Arbacia punctulata and Menidia beryllina) shall be subcontracted by the Owner and are not the responsibility of the SCO. The SCO will perform the sampling, mailing/delivery of samples to the subcontracted laboratory. The SCO is responsible for sampling/ delivery costs.

Periodic air emissions testing for the incinerator shall be subcontracted by the Owner with the assistance of the SCO. The cost is the responsibility of the Owner and not the SCO. This does not include normal process control testing and/or management of the CEMS which is the responsibility of the SCO for both cost and compliance.

- 3.14) Maintain all manufacturer's warranties on new equipment purchased by Owner and assist Owner in enforcing existing equipment warranties and guarantees. The SCO shall utilize its technical expertise with the manufacturer's representatives and uphold all O&M manual requirements. The SCO shall provide technical recommendations as to equipment O&M and warranty/guarantees.
- 3.15) Provide twenty-four (24) hour per/day access to Project for Owner's personnel. Visits may be made at any time by any of Owner's agents, servants, employees, representatives, and independent contractors so designated by Owner's representative. Keys for Project shall be provided to the Owner by the SCO. All visitors to the Project shall comply with the SCO's operating and safety procedures.

All SCO visitors must receive approval from the SCO's senior on-site representative prior to commencing any site visits. The SCO will provide secretarial or administrative assistance as requested by the Owner's representatives.

- 3.16) Provide a septage monitoring and control program in accordance with the Owner's rules and regulations. Septage rules and requirements shall comply with 314-CMR-12.00 as well. All documentation and reporting procedures are mandatory and will be provided to Owner periodically as requested. Septage receiving forms and summary list of daily septage volumes received shall be delivered to the Sewer Commission office for billing at least weekly. A septage monitoring, handling and control program is to be submitted for Owner's approval by October 1, 2014. Said plan shall be continually reviewed as to program results, and adjusted as necessary with the Owner's approval.
- 3.17) Provide a performance bond or guaranteed letter of credit equal to the full value of the yearly contract amount for each year of the contract. The bond or guaranteed letter of credit shall be provided on an annual basis and the liability to the Surety for each period shall not be cumulative. The bond or guaranteed letter of credit for each year shall be provided by a duly qualified entity approved by the Owner.
- 3.18) Operate all facilities such that odor and noise shall be effectively controlled and that no disruption of adjacent neighborhoods shall result. Deal in a professional manner with community groups concerned with odors or any other facets of operation. Implement a community awareness program, with the approval of the Owner to keep the City and the neighbors informed of the facility's status.
- 3.19) Comply with the requirements of Owner regarding affirmative action provisions for minority hiring.

- 3.20) Snow removal resources, i.e.; Project vehicles, drivers and sector leaders shall be provided as requested during public emergencies for snow and ice maintenance throughout the City. Said services shall provide for snow and ice maintenance services throughout the City as requested by the Department of Community Maintenance (DCM) and approved by the Sewer Division. The SCO shall have no liability for any claims, damages or causes of action arising out of or related to such services (snow and ice maintenance in assistance to the DCM), or the performance or non performance of snow plowing except to the extent that such claims, damages or causes of action arise solely as the result of the willful misconduct and or negligence of the SCO in providing said services. The SCO must first assure that the minimum staffing level for each shift for the Wastewater Treatment Facilities is complied with before utilizing staff resources to assist the DCM. The direct costs for assistance to the DCM for snow and ice maintenance shall be accounted for separately and a separate invoice shall be prepared by the SCO for reimbursement by the DCM. Said invoice shall be submitted to the Owner who shall coordinate payment by the DCM.
- 3.21) The costs for snow removal and ice management at the Wastewater Treatment Facilities, pumping stations, CSO facilities, collection systems, etc. is the responsibility of the SCO.
- 3.22) Provide to the Owner an inventory of chemicals, fuels and lubricants on hand when the SCO commences services. The Owner will be responsible for providing all major chemicals to the Project and will keep adequate inventories on hand to meet the Project requirements provided that the SCO provides Owner adequate notification of chemical needs. The process chemicals to be provided by the Owner include, lime, polymer, potassium permanganate, sodium hypochlorite, sodium hydroxide, sodium bisulfite, dry granular deodorants, liquid deodorants and liquid oxygen.

Other chemicals, fuels and lubricants will be provided by the SCO.

If the SCO orders chemical without or in excess of an approved chemical contract, City purchase order, or direct approval from the Administrator of Community Utilities, then the SCO will be responsible for said costs.

- 3.23) Provide to the Owner a projection of chemical use by December 15th of each year for the following fiscal year. The SCO will make all efforts to minimize chemical use while maximizing odor control and NPDES compliance. The SCO shall document efforts to minimize chemical use and provide continued expert technical assistance on projected chemical use.

- 3.24) Require employees to wear appropriate attire and safety equipment in accordance with industry standards. Personal protective equipment such as hard hats must be worn throughout the Facilities by all employees and visitors as per OSHA Regulations and Industry Standards.
- 3.25) Provide technical support expertise and direction on process control, collections systems, industrial pretreatment, industrial wastewater, maintenance, management, wet weather management and computer applications required to ensure compliance with the terms of this Agreement, the NPDES Permits and any applicable federal, state and local regulations.
- 3.26) Provide for functional and aesthetical appearance for buildings, grounds, structures and equipment. Efforts must be maximized to improve the facilities appearance on an ongoing basis. The SCO shall provide an ongoing computerized facility painting program for all buildings and structures both external and internal. All facility equipment shall be included ranging from catwalks and rake arms to pumps, motors, and controllers. Proper industrial standards for surface preparation and coatings shall apply.
- 3.27) Utilize local purchasing, banking and labor to the greatest extent possible. Give hiring preference to duly qualified and licensed Fall River residents.
- 3.28) Provide annually by December 15th a submittal of a detailed budget for the upcoming fiscal year period. This budget shall present the operations and maintenance budget, natural gas and electrical budgets, residual disposal and handling cost projection, collection systems O&M and the chemical budget projections.
- 3.29) Provide and maintain well documented and reliable records of operations, Collection systems maintenance, Facility maintenance, safety, training, personnel, financial, significant events, and chemical and power consumption values. These components will be summarized in a Monthly Operations Report and provided to the Owner. All regulatory reports will be in accordance with required standards. An annual inventory for audit purposes must be completed by the SCO every June 30.
- 3.30) Provide computerized programs for maintenance management, financial control, inventory control, collection systems management, CSO flow monitors, GIS, process control, and others that may be utilized on the Project. These programs shall become the property of the Owner. Existing programs may be utilized if legally available.
- 3.31) Provide all tools, materials, vehicles, computers and equipment purchased by funds charged to the Project to the Owner as his sole and exclusive property at the end of the SCO's involvement with the operation and maintenance of the Project.

- 3.32) Provide proper wastewater industry accepted security for the Project and maintain appropriate control of all security devices.
- 3.33) Capital Improvements are defined as new equipment or repairs to existing equipment or structures costing in excess of \$50,000. All other repairs must be assigned to the repairs line item as denoted in Section 3.4.

The funds for the Capital Outlay Program are budgeted in Owner's budget and are not represented in the Costs presented in Article 5.1 or 5.2.

Any recommended SCO capital improvement request shall consist of a work order authorization, technical specifications and requirements, a minimum of three (3) quotations, substantial justification and documentation, scope of purpose, specific delineation of total cost, i.e. required parts, materials, labor, services, and fees. All recommended SCO capital improvement item requests shall be accompanied by the respective equipment history file.

Denial of funding of a capital improvement request submitted by SCO is not a just cause for exculpating the SCO from any of the assigned responsibilities or duties. The SCO must not defer any preventive or corrective maintenance to cause a condition to elevate above the cost threshold for CIP classification.

- 3.34) A separate budget shall be maintained by the Owner exclusively for the Capital Outlay Program. At the Owner's request, the SCO shall provide a capital improvements priority ranking list which must be compatible with the Owner's budget. As requested, the SCO shall assure that all cost be exactly represented. With the Owner's written approval, the SCO shall implement said capital improvement and shall be reimbursed by the Owner. The Owner retains the right to bid such items separately.
- 3.35) Comply with all of the requirements of 314-CMR-12.00, Rules and Regulations for the Operation and Maintenance of Wastewater Treatment Facilities and all other applicable rules and regulations.
- 3.36) The SCO shall develop an intern program. The SCO will allow and provide liability coverage for up to a maximum of three (3) interns that may be utilized at the Project via the Bristol County Training Consortium, Bristol Community College, the University of Massachusetts, Dartmouth, or any other source as approved by the Owner. The SCO will participate in training and encourage such internships in association with the Owner.

COLLECTION SYSTEMS

- 3.37 The OWNER owns and currently operates a wastewater collection system comprised of approximately two hundred (200) miles of sewer lines ranging in diameter from Six (6) inches to Ninety-Six (96) inches, including roughly Six Thousand (6,000) catch basins and Six Thousand (6,000) manholes. Approximately Seventy-Five (75) percent of the total system is comprised of combined sewers. Additionally, the CSO System currently is comprised of over Three (3) miles of 20 foot diameter deep rock Tunnel, connecting tunnels, drop shafts, diversion boxes, junction boxes, gates and controllers and are a significant part of the Wastewater Collection System. The separated stormwater systems include 100 miles of pipes, culverts, swales and detention basins.
- 3.38 The Owner desires SCO to provide professional operation, maintenance and management (OM&M) on a best efforts basis of said wastewater, CSO and stormwater collection systems.
- 3.39 SCO shall use its best efforts to provide OM&M of Owner's collection system. SCO shall include the Collection Systems staff as a component of the operation and maintenance plan and issue work orders to the crew and oversee their activities.

The following are the minimal requirements for OM&M of the collection system:

- a.) Twenty-four (24) hour emergency response and resolution to any related collection system problem.
- b.) Systematic Collection System Inspection(s) including, periodic inspection(s) of all CSO structures, and inspection/approval of new connections of the system.
- c.) Preventive maintenance. Comply with cMOM requirements.
- d.) Corrective maintenance. Repair and troubleshooting any collection system issue.
- e.) Management, update and continual review and update of the GIS Sewer and Storm Master Plan, including field investigations to record and add sewer or drainage systems to the GIS.

Coordinate with the City Engineering Department on GIS data management. Update sewer service card information to the City database in coordination with the City Engineering Department.

- f.) Development and implementation of a computerized management system for scheduling of activities and historical recording of activities.

- g.) Management of existing and future CSO flow monitors and preparation/ submittal of monthly CSO flow reports to the Owner. Complete flow reports and data analysis shall be due on the 30th following completion of the month.
 - h.) Integration of software systems and investigate the improvements of SCADA System to integrate wet-weather flow management of the collection systems.
- 3.40 All SCO employees assigned by SCO to the Collection System will possess licenses necessary to operate the equipment required. Additionally, all individuals shall obtain and keep current, a Massachusetts Voluntary Collection System license. This crew will be supervised by SCO under the general oversight of the Fall River Sewer Commission staff.
- 3.41 Collection system overtime shall be included in the normal personnel costs.
- 3.42 Normal operating hours for repair and maintenance of the collection shall be, Seven days per/week, Twenty Four hours per day. SCO may use existing, on-site, off-shift personnel to respond to initial complaints, to assess whether there is a need to call in additional personnel for corrective action.
- 3.43 SCO shall manage response to emergency callouts. Customer complaints will be received at the Fall River Wastewater Treatment Facility which is manned Twenty-Four 24/hours per/day. All calls shall be properly documented in written fashion and delineated in the MOR including; name, address, problem and resolution. SCO employees shall respond within One and One-half (1-1/2) hours or sooner if possible from the time the emergency customer complaint is received.
- 3.44 SCO shall schedule and supervise cleaning of all gravity sewer lines within the requirements of all Gravity sewer lines at least once in every Ten (10) year period. Those sewer lines subject to excessive sedimentation or other problems shall be cleaned as needed. Recommendations will be made to the OWNER on major rehabilitation as necessary. A computerized schedule delineating the specific lines to be cleaned in each year, shall be prepared by SCO, approved by the Owner.
- 3.45 The Collection System staff will perform pump station wet-well cleaning as needed. Daily inspection of pumping station shall be conducted as assigned.
- 3.46 During the cold months, when routine line cleaning is not feasible, the crew will perform preventive maintenance on the collection system equipment, as well as assist with projects at the Wastewater Treatment Facility. Emergency callouts will be performed according to Section 3.43 herein regardless of weather conditions subject to proper safety procedures and reasonable industry practice.

3.47 SCO shall maintain a minimal annual budget of One Hundred Fifty Thousand dollars (\$150,000) to be utilized exclusively for maintenance and repair of the Collection System. The Cost will be accounted for and reported to the Owner monthly in the MOR. SCO shall notify the Owner when Eighty percent (80%) of said budget has been expended. SCO must obtain written permission from the Owner to exceed this budget. Said written permission must have an upper limit amount. The Owner shall reimburse SCO for its actual cost for Collection System Infrastructure Improvement as approved by the Owner, but not exceeding the upper limit approved in writing. SCO shall make every reasonable effort to stay within the limits of this budget and at the end of each fiscal year One Hundred percent (100%) of the unexpended funds shall be refunded by SCO to the owner. If the cost of this budget is exceeded, further reference is made to Section 3.51. Project labor costs cannot be included in this line item.

This is not subject to the Capital Improvement definition defined in Section 3.33 of this Agreement due to the budgetary control noted in this Section for the Collection System, Maintenance and Repair Budget. Capital Improvements may be approved and paid for separately at the discretion of the OWNER otherwise, Collection System Maintenance and Repair costs shall be assigned to said budget as defined in this Section.

3.48 Emergency repair shall be defined as repairs beyond the normal resources and capability of the collection system O&M crew, such as collapsed or crushed sewer lines. Costs will be controlled as delineated in Section 3.47 within the Collection System Maintenance and Repair Budget. SCO will provide the initial response and written recommendation. If such an emergency repair is necessary to prevent personal property or other damage, and the Collection Systems Maintenance and Repair Budget will be exceeded due to such an event, will use its best efforts to obtain prior written approval from the OWNER. If such a condition occurs, then SCO will cause such emergency repairs to be completed and will obtain the Owner's written approval as soon as reasonably possible.

Emergency repairs beyond normal maintenance that require excavation shall be addressed, with the approval of the OWNER as follows, in order of priority, with Option 1 being the most desirable approach.

Option 1: Repaired by SCO or its subcontractor with cost addressed from the Maintenance and Repair Budget as delineated in 3.47. If subcontractors are used SCO shall give preference to local contractors and rotate the work among contractors approved by the Owner.

Option 2: Repaired directly by City personnel or subcontractors. No cost responsibility for SCO.

3.49 Annual requirements for catch basin cleaning will be One Thousand Seven Hundred (1,700) per/year utilizing the available Collection System OM&M labor

force. Condition of each catch basin shall be documented and location shall be added to the GIS Master Plan. Number and location of catch basins cleaned, as well as an estimate of cubic yards of debris removed, shall be delineated monthly in the MOR. There are, estimated to be Six Thousand (6,000) catch basins of varying age, condition and design. SCO shall perform maintenance and repair to catch basins and assure the proper ventilation controls are in place. SCO shall rebuild at least Fifty (50) catch basins per/year utilizing SCO labor and/or subcontractors with funds identified for maintenance and repair, as delineated in Section 3.47 and SCO shall submit a list of the designated catch basins to be rebuilt to the OWNER for final approval by the OWNER.

- 3.50 It is understood and agreed that Owner's Collection System may experience problems due to design or related failure, or misuse of the facilities by its customers or members of the general public. Water and/or wastewater backups may occur into residences, buildings, commercial facilities and other areas and that it is the Owner's responsibility to enforce Owner's ordinances related to use of the sanitary sewers. In these instances SCO shall be responsible for exerting its best efforts to minimize any problems and reduce Owner's financial exposure. Nothing herein shall relieve SCO for its liability in situations where it is shown to be negligent.
- 3.51 As denoted herein, budgetary exceedences for Collection Systems Maintenance and Repair (Section 3.47) and Police Details (Section 5.6) shall be paid for by the OWNER provided SCO has obtained written permission from the OWNER. SCO shall provide best effort management to stay within the budgets denoted herein. All funds not expended in a fiscal year in the aforementioned account shall be returned by SCO to the OWNER.
- 3.52 Priority areas of maintenance include the protection of residences and businesses from service interruptions and the proper operation of the combined sewer overflow structures to assure that dry-weather overflow does not occur and to minimize wet-weather overflow. SCO shall work cooperatively with the Owner and the Owner's CSO Engineer to develop maintenance plans that optimize collection system efficiency and minimize CSO flows. This shall include compliance with Regulatory required "Nine Minimum Control and CMOM" Standards.
- 3.53 SCO shall implement and maintain a proper Safety Program for Collection System personnel.
- 3.54 SCO shall implement and maintain a proper training program for SCO personnel.
- 3.55 The existing Collection System equipment shall be available to SCO for use and housing at the Treatment Facility. The City shall maintain insurance and shall retain ownership of said equipment and any equipment purchased by SCO by funds charged to the Project under this contract and shall remain the property of

- the OWNER. SCO shall assume responsibility for the repair and maintenance of the Owner's equipment to the satisfaction of the Owner.
- 3.66 The SCO shall maintain all existing and future CSO flow monitors within the collection system. The SCO shall prepare and submit monthly CSO flow reports by the 30th of the month for the preceding month. Said CSO reports shall be consistent with report formats in 2013 unless approved otherwise by Owner.
- 3.67 The SCO shall submit a Daily Collection System Report via e mail to the Sewer Commission staff consistent with past report formats.
- 3.68 The SCO shall maintain the existing rain gauge and data collection system. The SCO shall use said data for the CSO monthly reports and any other related reports. The SCO shall have rain data to 15 minute increments from said rain gauge available to the Owner as needed. Immediate needs generally are related to significant storms to explain flooding events, CSO activations, river and bay testing programs, etc.
- 3.69 The SCO shall operate maintain the existing Cove Street CSO Screening and Disinfection Facility and the future President Avenue Screening and Disinfection Facility (expected to be on line by June of 2015). This shall include all O&M of equipment and facilities; emergency response for storm operations; monitoring and testing all needed parameters including but not limited to chlorine residual, flow, fecal coliform bacteria, Enterococci, nitrogen during facility operations. Shoreline and river sampling by boat in accordance with agreed schedules as well shall be performed by the SCO.

If Screening and Disinfection Facilities are constructed for the City Pier and Alton Street CSO's then they shall be included as well. Currently, sewer separation options are planned for these sub drainage areas.

- 3.70 The SCO shall maintain all NPDES permits including the current and future stormwater NPDES. The SCO shall be responsible with the annual reporting requirement in the stormwater NPDES permit. The SCO shall provide illicit discharge investigations, mapping, outfall inspections/sampling/testing and the public education program.
- 3.71 The SCO shall maintain and update the sewer and stormwater GIS layers. For system data that is not on said layers the SCO shall continue to review plans and collect field data to apply and update the GIS system. The SCO shall coordinate the efforts with the City Engineering Department.
- 3.72 The SCO shall maintain and update the sewer connection card database. For system data that is not on said layers the SCO shall continue to review plans and collect field data to apply and update said database. The SCO shall coordinate the efforts with the City Engineering Department.

- 3.73 The SCO shall maintain and replace as needed protective bars on Bradley head catch basins as installed in the collection system. The SCO shall install additional Bradley head bars as requested. Bradley head inlet openings that exceed six inches in height shall have said bars installed for safety purposes.
- 3.74 The SCO shall stencil catch basins with environmental restrictions as directed by the Owner for public educational purposes. A goal of 50 basins per year shall be a guide.
- 3.75 The SCO shall continue to manage the Underground Asset Management Software program to include the electronic work order management program, ongoing GIS development that encompasses GPS field surveys of unmapped assets and improvements of existing mapping based on inconsistencies identified by field crews and as-built review for collection system and stormwater networks.
- 3.76 The existing CSO monitoring devices with remote communications for overflow alerting and quantification of flows moving over weir structures at 17 CSO sites shall be maintained. Said data shall be used for the monthly CSO flow reports and dry weather flow alerts. Dry weather flow alerts shall result in immediate response for correction to minimize impacts.
- 3.77 The SCO shall conduct a manhole inspection program to include 600 manholes per year.

4. **SCOPE OF SERVICE – OWNER**

Owner shall:

- 4.1) Review recommended SCO capital improvements, and when compatible budgeted funds are available; Owner may provide funding. Capital Expenditures are those repairs or replacements costing in excess of \$50,000.

The Owner is not required to carry a Capital Outlay Program Budget. Lack of said budget does not exculpate the SCO from its responsibilities.

The Owner is retaining an engineering consultant to prepare a Master Plan utilizing the EPA Integrated Municipal Stormwater and Wastewater Planning Approach Framework. This Master plan is intended to address all Stormwater and Wastewater issues including:

- Resolution of Flooding Problems
- Wastewater Treatment Facility Improvements
- Sewer pumping station improvements
- Sanitary and combined sewer infrastructure improvements
- Stormwater Infrastructure Improvements
- Asset Management Programs
- GIS and As built plan updates and organization
- Long term sewer and storm water infrastructure needs
- All regulatory compliance issues including, but not limited to:
 - o CSO
 - o SSO
 - o NPDES Permits
 - o Nitrogen Reduction
 - o Sludge Incineration and Disposal

The SCO shall provide available, requested information to support this Master Plan development. The SCO shall provide and assist with access to Facilities as directed by the Administrator of Community Utilities to the engineer with the development of said Master Plan. The SCO shall provide their expert experience for input to this Master Plan development.

Said Master Plan is scheduled to be completed by December, 2015.

- 4.2) Maintain all new and existing Project warranties, guarantees, and licenses that have been granted to Owner.
- 4.3) Pay all property, franchise or other taxes associated with the Project.
- 4.4) Provide all Registry of Motor Vehicle registrations and insurance for Vehicles used in connection with the Project.
- 4.5) Provide for SCO's use, all vehicles and equipment presently owned at the Project, including the vehicles described in Appendix F.
- 4.6) Assist the SCO in the verification of the chemicals inventory and maintain adequate stock on hand as referenced in Article 3.22.
- 4.7) Maintain all easements that have been granted to OWNER, and obtain additional easements that may be necessary for SCO to perform the services as outlined in this Agreement.
- 4.8) Provide for SCO use, Owner's equipment presently in use for the services provided for in this Agreement.

- 4.9 Upon request of SCO uncover and/or bring manholes up-to-grade. SCO will provide these services at the Owner's request and assign said cost to the Collection System Maintenance Repair Budget.
- 4.10 Enforce Sewer Ordinances.
- 4.11 Make all existing collection system maps, records, GIS sewer overlay, and other information available to SCO.
- 4.12 Retain ownership of all material removed by SCO from the collection system. Costs associated with the disposal of said material shall be assigned to Section 5.5 of Agreement. SCO shall manage and properly dispose of said material at sites approved by the OWNER. SCO shall provide advice and assistance to OWNER in locating and identifying sites and disposal costs therein.
- 4.13 Continue permit program regarding new connections to the system. Applicants are responsible for the cost to connect to the system. SCO shall provide assistance regarding inspection of said connections following Owner's protocol, but shall not incur liability whatsoever for the result of the connection

5. COMPENSATION

- 5.1) Owner shall pay to the SCO as compensation (fixed fee) for services performed under this Agreement, the "base fee" as defined under Appendix A, Section A.10 of this document:

Year 1	7/01/14 – 6/30/15	\$X,XXX,XXX
Year 2	7/01/15 – 6/30/16	\$X,XXX,XXX
Year 3	7/01/16 – 6/30/17	\$X,XXX,XXX
Year 4	7/01/17 – 6/30/18	\$X,XXX,XXX
Year 5	7/01/18 – 6/30/19	\$X,XXX,XXX
Year 6	7/01/19 – 6/30/20	\$X,XXX,XXX
Year 7	7/01/20 – 6/30/21	\$X,XXX,XXX
Year 8	7/01/21 – 6/30/22	\$X,XXX,XXX
Year 9	7/01/22 – 6/30/23	\$X,XXX,XXX
Year 10	7/01/23 – 6/30/24	\$X,XXX,XXX

- 5.2) If actual total cost is less than the not to exceed fixed fee for any year, then the SCO will rebate to the Owner one-hundred percent (100%) of the difference. The SCO will be responsible for any cost that is greater than the fixed fee except as delineated in Sections 3.47, 5.3, 5.4, 5.5 and 5.6. All budgeted line item values as delineated in Appendix E shall be tracked in the Monthly Report and upon Owner's request, the SCO shall provide the exact invoicing associated with each line item.

- 5.3) Electrical, natural gas, water usage, sewer usage and stormwater costs associated with the operation and maintenance of the Wastewater Treatment Facilities, pumping stations, collection systems and CSO systems shall be paid by the Owner.

The SCO is required to manage all facilities to minimize cost and usage while maintaining optimal conditions at all times. Items such as electrical/natural gas/water readings and utilization, accounting for unit of measurement rate and collation to actual invoice, maintaining equipment and process control systems to produce the greatest effectiveness for the most minimal cost, conservation, maximization of incinerator efficiency while minimizing cost of operation, and preventing peak demand occurrences are central criteria. The SCO shall provide cost estimates for the utilities by December 15th for the following fiscal year. The SCO shall include in the Monthly Operating Report the electrical and natural gas usage and cost for each month at each location.

For the period of July 1, 2013 to June 30, 2014, the electrical budget is \$1,350,000 and the natural gas budget is \$550,000. Electrical and natural gas budgets may be adjusted by the Owner.

- 5.4) All major process chemicals are bid, accounted for, and budgeted by the Owner. This account is not included in the OM&M Contract. The Owner's estimated annual chemical budget is \$480,000. The chemical budget may be adjusted by the Owner. The SCO shall provide projected cost estimates by December 15th of each year for the following fiscal year.

The SCO is required to order chemicals as needed under the approved chemical contracts, account for the dose, demand, volume, and cost of chemicals used, and manage the use of chemicals to maximize odor control and process control efficiency and minimize cost.

If the SCO orders chemical without or in excess of an approved chemical contract, City purchase order, or direct approval from the Administrator of Community Utilities, then the SCO will be responsible for said costs.

- 5.5) Contract hauling and residual disposal costs are those associated with the transfer and disposal of all Treatment Plant, Pumping Station and Collection System residuals: grit, scum, trash, ash, sludge (liquid or solid), screenings, catch basin debris and sewer/drain system debris. All contract hauling costs are contracted, purchased and accounted for by the SCO. The SCO accounts for and pays all costs and manages the residuals program to minimize the cost and maximize optimal odor control, sludge inventory, collection system efficiencies and cleanliness of the facilities.

The SCO is required to manage and coordinate all activities related with the residuals program such as, but not limited to filling and handling containers, trucks and dumpsters; accounting for volumes and amounts and verification of invoices/receiving slips; minimize the cost and maximize optimal odor control; maintain proper sludge inventory; operate solids handling processes to produce the most cost efficient handling and disposal method; maintain cleanliness of facilities; schedule hauling, handling and transportation needs with multiple vendors; manage/comply with transportation manifests and residuals testing; etc. Sludge may be disposed of as ash, sludge cake or liquid sludge as needed.

The Contract Hauling and Residual Disposal Budget is currently set at \$480,000 for each year and must not be exceeded. If the account is not fully utilized, the Owner will be reimbursed 100%.

Costs shall be accounted for and reported to the Owner monthly in the MOR (Monthly Operating Report). The SCO shall notify the Owner when 80% of said budget has been expended. The SCO must receive written permission to exceed this budget. Said written permission must have an upper limit amount. The Owner shall reimburse the SCO for its actual cost as approved by the Owner above the original budget, but not exceeding the upper limit as approved. The SCO shall make every reasonable attempt to stay within the limits of this budget and at the end of each fiscal year 100% of unexpended funds shall be refunded to the Owner.

This cost will be included as a component of the ultimate contract, but is not included in the bid price as it is fixed by the Owner. The Owner retains the right to adjust this fixed cost as needed.

Significant changes to sludge hauling practices and procedures must be approved by the Owner. The Owner is aware of the continuing regulations that may change residuals management and disposal practices. As such this budget item could change significantly in future years.

The SCO shall provide projected cost estimates for all residuals disposal costs on annual basis by December 15th for budget purposes or as requested by the Owner. The SCO shall properly manage sludge disposal, i.e. ash vs. liquid vs. sludge cake (or any combination which yields the greatest cost savings).

- 5.6 SCO shall maintain a minimal annual budget of Twenty Thousand dollars (\$20,000) for Police Details. Cost will be accounted for and reported to the Owner monthly in the MOR. SCO shall notify the Owner when Eighty percent (80%) of said budget has been expended. SCO must obtain written permission from the Owner to exceed this budget. Said written permission must have an upper limit amount. The Owner shall reimburse SCO for its actual cost for Police Details as approved by the Owner, but not exceeding the upper limit approved in

writing. SCO will make every reasonable effort to stay within the limits of this budget and at the end of each fiscal year; One Hundred percent (100%) of the remaining funds shall be refunded by SCO to the Owner. If the cost of this budget is exceeded, further reference is made to Section 3.51.

6. PAYMENT OF COMPENSATION

- 6.1) One-Twelfth (1/12) of the base fee for the current year shall be due and payable on the fifteenth (15th) of the month for each month that services are provided. Proper invoicing must be received by the fifteenth (15th) of the previous month to ensure payment of invoices(s) within 30-days after receipt. A value of (1/12) of the base fee shall be used for all subsequent years of the Agreement.
- 6.2) Any monies arising from savings described herein will be paid to Owner within sixty (60) days after the end of each Agreement year. Said payment may be as a credit on the next invoice; check to the Sewer Commission, or as a reinvestment/purchase for equipment or improvements at the Facilities as approved by the Owner.

7. INDEMNITY, LIABILITY & INSURANCE

- 7.1) The SCO agrees to indemnify and hold harmless the Owner, its elective and appointive officers and employees from any liability for claims, damages, expenses, legal fees, or judgements which are caused by, or arises from the negligence of the SCO.

In the event that the SCO, the Owner, or any outside party are negligent and the negligence of either or all is the proximate cause of such claim for damages, then in such event, each party will be responsible for the portion of the liability or damages resulting therefrom equal to such party's comparative share of the total negligence.

The SCO, its employees, subcontractors and agents, shall not be responsible for any liability for damage or claims, for damage for personal injury including death, as well as for claims for property damage that may arise from any failure of the facilities for reasons which are beyond the control of, or which were not caused by the negligence of the SCO, its employees, subcontractors and agents, including blockages or ruptures of the collection system; for any claims that may arise from the discharge, dispersal, release or escape from the treatment facilities and flow into or upon land, the atmosphere or any water course or body of water and are beyond the control or were not caused by the negligence of the SCO, its

employees, subcontractors and agents. Failure of equipment or facilities within the control of the SCO shall not be deemed beyond the control of the SCO.

- 7.2) The SCO shall be liable for the payment of fines and/or civil penalties levied against the SCO and/or the Owner by any regulatory agency having jurisdiction as a result of failure to comply with the terms and conditions of any duly authorized permit, court order, administrative order, law, statute, ordinance, etc., for reasons resulting from the SCO's action or lack of action during the period of the contract.
- 7.3) The SCO shall obtain and maintain insurance coverage of a type and in the amounts described in Appendix G. The SCO shall name the Owner as an additional insured on all insurance policies covering the Project and shall provide the Owner with satisfactory proof of insurance.

8. **TERM & TERMINATION: DEFAULT REMEDIES**

- 8.1) The term of this Agreement shall be ten (10) years commencing on July 1, 2014 and terminating on June 30, 2024, unless terminated earlier by the Owner for convenience without cause; cause; significant labor unrest; uncontrollable circumstances or unacceptable performance by the SCO.
- 8.2) Either party may terminate this Agreement for a material breach of the Agreement by the other party upon giving written notice of said breach. A material breach shall include, without limiting the generality of same, negligent facilities operation and maintenance, health and safety violations, violations of applicable local, State and Federal rules, regulations and laws, including and without limiting the generality of same, 314-CMR-12 et seq. as amended or supplemented from time-to-time, and violations of the terms and conditions contained within this contract. Either party may terminate this Agreement for a non-material breach of the Agreement by the other party after giving written notice of breach allowing the other party thirty (30) days to correct the breach. In either event, upon termination of the contract by the Owner, the SCO at the Owner's request shall continue to provide the operations staff for a period of time to be determined by the Owner, but in any event, not to exceed 180-days beyond the date of termination, and compensation for said services shall be consistent with Article 6.1 of this document. The Owner and the SCO may agree on an additional period of time exceeding said 180-day period upon the same terms and conditions.

Costs for such continued service shall be at the same monthly rate as previously invoiced. Non-payment of any sum due the SCO shall not be a material breach of contract, but shall be defined as a non-material breach.

- 8.3) Upon notice of termination by the Owner, the SCO shall assist the Owner in resuming operation of the Project.
- 8.4) The Owner shall have the first right to hire any and all employees in the event of termination.
- 8.5) This Agreement shall be subject to approval by the Department of Environmental Protection (DEP).
- 8.6) Notification shall be provided to the MA DEP if this Agreement is terminated or if a termination notice is issued by either party.

9. **LABOR DISPUTES: FORCE MAJEURE**

- 9.1) Each party's performance under this Agreement shall be excused if the party is unable to perform because of actions due to causes beyond its control, such as, but not limited to, acts of God, the acts of civil or military authority, governmental priorities, fires, floods, epidemics, quarantine restrictions and riots. In the event of any such Force Majeure, the party unable to perform will notify the other party within twenty-four (24) hours of the existence of such Force Majeure and will be required to resume performance of its obligations under this Agreement upon the termination of the aforementioned Force Majeure.

Both parties indicate their approval of this Agreement by their signatures below.

SCO

CITY OF FALL RIVER, MA

President

Mayor

Date:

ADMINISTRATIVELY REVIEWED &
APPROVED:

CITY OF FALL RIVER, MA

City Administrator

President, Sewer Commission

APPROVED AS TO FORM & MANNER
OF EXECUTION ONLY:

Member, Sewer Commission

Corporation Counsel

Member, Sewer Commission

Date:

Appendix A

DEFINITIONS

- A.1 The "Project" means all equipment, vehicles, grounds and facilities described in Appendix B and where appropriate, the management, operations and maintenance of such.
- A.2 "Capital Expenditures" means any expenditures for (1) the purchase of new equipment or facility items that cost more than Fifty Thousand (\$50,000); or (2) major repairs which significantly extends equipment or facility service life and cost more than Fifty Thousand (\$50,000). Numerous small repairs may not be combined to achieve the \$50,000 cost threshold.
- A.3 "Cost" means all Direct Cost and Indirect Cost determined on an accrual basis in accordance with generally accepted accounting principles.
- A.4 "Direct Cost" means the actual cost incurred for the direct benefit of the Project including, but not limited to, expenditures for direct labor, employee benefits, chemicals, lab supplies, repairs, repair parts, maintenance parts, safety supplies, gasoline, oil, equipment rental, travel, office supplies, other supplies, uniforms, telephone, postage, utilities, tools, memberships, training supplies, and hauling costs.
- A.5 "Indirect Cost" means expenditures incurred by the SCO for the indirect benefit of the Project.
- A.6 "Maintenance" means the cost of those routine/non-repetitive activities required for operational continuity, safety, and performance generally due to failure or to avert a failure of the equipment, sewer, vehicle, or facility or some component thereof.
- A.7 "Biologically Toxic Substances" means any substance or combination of substances contained in the plant influent in sufficiently high concentrations so as to interfere with the biological processes necessary for the removal of the organic and chemical constituents of the wastewater required to meet the discharge requirements of the Owner's NPDES Permit. Biologically toxic substances include, but are not limited to, heavy metals, phenols, cyanides, pesticides, and herbicides. Interference thresholds and the actual existence of such concentrations must be clearly defined and documented to be classified under this definition. The simple presence of such substances without verifiable proof of interference does not apply.

- A.8 “Adequate Nutrients” means plant influent nitrogen, phosphorus and iron contents proportional to BOD-5 in the ratio of five (5) parts nitrogen, one (1) part phosphorus, and one-half (0.5) part iron for each one-hundred (100) parts BOD-5. Alternate ratios may be acceptable based upon historical NPDES compliance at the facility. A simple change of ratio without verifiable proof of interference does not apply.
- A.9 “Fixed Fee” means total bid price per/year as defined in Appendix E.
- A.10 “Base Fee” means total Fixed Fee (total bid price per/year) plus cost fixed by the Owner and paid by the SCO as delineated in Appendix E.

Appendix B

LOCATION OF PROJECT

B.1 The SCO agrees to provide the services necessary for the management, operation and maintenance of the following:

- a) All equipment, vehicles, grounds and facilities now existing within the present property boundaries of, or being used to operate Owner's Fall River Wastewater Treatment Plant located at:

1979 Bay Street
Fall River, MA 02724

Plus, Fall River properties owned at:

Arnold Street
Flynn Street
Kempton Street
Swift Street
Hancock Street

- b) All equipment, grounds and facilities now existing within the present property boundaries of pump stations described as follows:

Middle Street Pumping Station
Ferry Street Pumping Station
Central Street Pumping Station
Cove Street Pumping Station
Valentine Street Ejector Station
Wilson Road Pumping Station
President Avenue Pumping Station
East End Pumping Station
Travassos Park Pumping Station
Ross Matthews Pumping Station
South End Pumping Station
Joseph Drive Ejector Station
Meridian Street Pumping Station
Amity/McMahon Street Pumping Station
Martine Street Pumping Station

- c) All equipment, grounds and facilities within the present property boundaries of three (3) small pump stations that may potentially be acquired in the future.

d) All infrastructure, grounds, easements sewers, drains, CSO structures, catch basins, manholes, appurtenances and facilities within the present collection systems and CSO facilities. Facilities include, but are not limited to:

- CSO treatment Works, Facilities and Outfalls
- 200 miles of Collection System combined and sanitary sewers
- 3 miles of deep rock CSO tunnel with 9 drop shafts/Diversion Structures/Junction Chambers
- 6,000 catch basins
- 6,000 manholes
- Two CSO Screening/Disinfection Facilities (1 on lie; 1 under construction)
- 100 miles of stormwater pipes/swales/culverts

Appendix C

NPDES PERMIT & PROJECT CHARACTERISTICS

- C.1 The SCO will operate the Project so that effluent will meet the requirements of Massachusetts NPDES Permit No. MA0100382. The SCO shall be responsible for meeting the effluent quality requirements of the Owner's NPDES Permit unless one or more of the following occurs:
- 1) The Project influent does not contain adequate nutrients to support the operation of the Project's biological processes and/or contains biologically toxic substances which cannot be removed by the existing processes and facilities;
 - 2) Discharges into the Owner's sewer system significantly violate any or all regulations as stated in the Fall River Revised Ordinances, Chapter 74, which directly contributes to and causes said non-Compliance;
 - 3) The flow, influent BOD-5, and/or suspended solids exceeds the Project design parameters on a monthly average basis which are 30.9 million gallons of flow per/day, 56,200 pounds of BOD-5 per/day, 39,800 pounds of suspended solids, and a daily peaking factor of 1.62 times flow which directly contributes to and causes said non-compliance.

In the event that any of the aforementioned circumstances occur, they must be suitably documented and qualified. Said circumstances must be reasonably documented and related to effluent quality violations. Interference thresholds and the actual existence of such concentrations must be clearly defined and documented as causing interference.

A proper process control strategy must be in effect at all times and the solids inventory should not exceed design levels. Violations caused by an excessive solids inventory will be the responsibility of the SCO if the excessive solids inventory is due to their negligent operations of the facility.

- C.2 In the event that any one of the Project influent characteristics, suspended solids, BOD-5, or flow, exceeds the design parameters stated above, the SCO shall return the plant effluent to the characteristics required by the NPDES Permit as soon as possible.
- C.3 The SCO shall comply with the current and pending future stormwater NPDES permit.

Appendix D

INDUSTRIAL WASTE DISCHARGES AND MONITORING PROGRAM

LISTED SIU's

Below is a listing of classified Significant Industrial Users (SIU's) discharging into the collection system and monitored under the Industrial Pretreatment Program (IPP).

American Dryer Company
Blount Fine Foods
Bolger & O'Hearn
Borden & Remington Corporation
Celldex Therapeutics
Custom Apparel
Duro Finishing Company
Duro Textile Printers
Gold Medal Bakery
ISP Corporation (Freetown, MA)
Lightolier
New England Electropolishing
Robbins Manufacturing
Sherle Wagner Co.
Swan Dye & Print
Thule

The above listing represents the sixteen (16) significant industries presently monitored under the IPP. However, the Sewer Commission reserves the right to have other industries sampled and analyzed periodically. Additionally, there are approximately 2,000 commercial users not classified as SIU's. Changing the listed SIU's by name or number does not result in a change of the Scope of Services or the Project cost.

Appendix E

PRICING BID FORMS

To be inserted from the bid as submitted.

COSTS FIXED BY THE OWNER:

(not included in Bid Form #1)

- Cost Budgeted & Paid Directly by Owner:

	<u>Annual</u>
Natural Gas	\$ 550,000
Electricity	\$ 1,350,000
Water/Sewer/Stormwater	\$ 80,000
Chemicals	\$ 480,000
	<hr/>
Subtotal/Owner:	\$2,460,000

- Cost Budgeted and Paid by SCO:

Facilities/Stations Repair/Replacement	\$ 500,000
Collection System Repair and Maintenance	\$ 150,000
Police Details	\$ 20,000
Contract Hauling/Residuals Disposal	\$ 480,000
	<hr/>
Subtotal Other:	\$1,150,000

TOTAL FIXED OWNER COST: \$3,610,000

Appendix F

VEHICLE LIST

		<u>Original Cost New</u>	<u>Gross Vehicle Weight/Lbs.</u>
1.	1998 Ford E-350 Utility Truck VIN#1FDWE37L2WHA94868	\$30,900	11,500
2.	1999 Ford F-350 PU Truck VIN#1FDWF37S7XEB64906	\$36,050	11,200
3.	2000 Ford F-350 Dump Truck VIN#1FDWF37S0YEE06694	\$39,195	11,200
4.	2002 Ford F-250 PU Truck VIN#1FTNW21LX2EB43715	\$31,804	8,800
5.	2002 Ford F-350 Truck VIN#1FDWF37SX2ED10689	\$36,050	11,200
6.	2004 Ford Explorer VIN#1FMZU72E94UB69831	\$21,960	5,984
7.	2005 Ford Ranger VIN#1FTYR10U65PB08865	\$12,407	4,700
8.	2005 Ford E-350 Truck VIN#1FDWE35L45HB24907	\$25,006	15,700
9.	2005 Ford F-150 PU Truck VIN#1FTRF12225NC05615	\$15,500	6,650
10.	2006 Ford F-250 PU Truck VIN#1FTNX20576EA01599	\$20,000	8,800
11.	2006 Sterling LT8500 Vactor VIN#2FZAAWDC86AW09444	\$267,837	35,000

		<u>Original Cost New</u>	<u>Gross Vehicle Weight/Lbs.</u>
12.	2006 Sterling L7500 Vactor VIN#2FZAATCD86AV69153	\$221,303	41,000
13.	2006 Sterling L8500 Dump Truck VIN#2FZAAWDC86AW09443	\$100,830	35,000
14.	2006 Sterling L7500 Dump/CBC VIN#2FZHATDCX6AV69282	\$298,714	42,000
15.	2006 Ford F-350 PU Truck VIN#1FDWF37Y06EA01601	\$35,140	13,000
16.	2006 Ford F-350 PU Truck VIN#1FDWF37Y96EA01600	\$35,500	13,000

TRAILERS:

		<u>Original Cost New</u>	<u>Gross Vehicle Weight/Lbs.</u>
1.	1978 Ingersall Air Comp. VIN#105357U78932	\$10,000	3,240
2.	2005 Godwin Pump #1 VIN#16MPF10245D040871	\$35,000	5,000
3.	2005 Godwin Pump #2 VIN#16MPF10225D040870	\$35,000	5,000
4.	2005 Godwin Pump #3 VIN#16MPF09145D04068	\$35,000	7,500
5.	2005 Godwin Pump #4 VIN#16MPF09165D040469	\$35,000	7,500
6.	2000 Cues Camera VIN#4RMES1423YF000648	\$60,000	7,000

7.	SRECO Pull-in Bucket Machine VIN#4H5LB11185L052219	\$25,715	3,500
8.	SRECO Wide Ramp Truck Loader VIN#4H5LB09165L052220	\$26,715	3,600
9.	2006 Hydro Tek Power Washer 1H9CSS16961120932	\$ 5,000	5,000
10.	2007 Caterpillar Generator 16MPF701X7D047434	\$15,000	3,850

11.	1984 Rodding Machine VIN#3202297HR3A990000		2,800
12.	2002 Cargo Trailer VIN#4X4TSED1121013067		700
13.	2003 Crown Arrow Board 2EP63030731010121		1,200
14.	2005 Cement Mixer B1751520		680
15.	2006 Hose Trailer VIN#49VUS12156N000301		1,100
16.	2006 Wanco Arrow Board 5F11S101261002069		2,100
17.	2007 Allmand Light Tower 1747PRO07		1,600
18.	Boston Whaler 16 foot/40 hp		

Appendix G

INSURANCE COVERAGE

The SCO shall maintain:

1. Statutory workmen's compensation for all of the SCO's employees at the Project as required by the State of Massachusetts.
2. Comprehensive general liability insurance in an amount not less than \$5,000,000 combined single limits for bodily injury and/or property damage.

The Owner shall maintain:

1. Property damage insurance for all property including vehicles owned by the Owner and operated by the SCO under this Agreement. Any property including vehicles not properly or fully insured shall be the financial responsibility of the Owner.
2. Automobile liability insurance for all vehicles owned by the Owner and operated by the SCO under this Agreement.

Appendix H

EQUIPMENT INVENTORY

To be completed by the SCO per section 2.9 of this agreement.

Appendix I

LABORATORY TESTING SCHEDULE

This schedule is in addition to normal NPDES and process control testing. This schedule has been developed to clarify manpower requirements by the SCO. The Owner may allow less frequent testing, but these should be deemed as a necessary minimum.

1. Annual Industrial Review.

16 industries and POTW influent and effluent.

Once per/year.

Parameters: BOD, COD, TSS, O&G, metals, CN, temperature, pH,
GC, IR Scan, VOC's, nitrogen, phosphorous, etc.
2. Field Testing.
 - a. Requirement for the Quequechan River:
Fecal Coliform and Enterococci
20/week summer program
6-locations
Total: 120 tests
 - b. Cove Street CSO Facility
Per Federal Court Order
Includes 4 boat runs
Includes 8 shoreline sample events
 - c. President Avenue CSO Facility
Per Federal Court Order
Includes 4 boat runs
Includes 8 shoreline sample events
 - d. Water Quality Checks of Other Bodies:
(Mother's Brook, Taunton River, Mt. Hope Bay)
Fecal Coliform and Enterococci
As needed
Various locations
Total: 50 tests
 - e. Stormwater System for NPDES compliance: As needed.
 - f. Others: As needed.

City of Fall River, In City Council

2

(Councilor Michael L. Miozza)

WHEREAS, the Administration has applied for a SAFER Grant, and

WHEREAS, previous grants have subsidized a large number of firefighters, now therefore

BE IT RESOLVED, that the Administration, Fire Chief and other interested parties be invited to a future City Council Committee on Finance meeting to discuss the SAFER Grant and opportunities for funding firefighters, with or without grant monies.

City of Fall River, In City Council

(Councilor Michael L. Miozza)

WHEREAS, the Fall River landfill is approaching its maximum capacity, and

WHEREAS, there are a number of proposals addressing how to deal with the closing of the landfill, now therefore

BE IT RESOLVED, that the City Council Committee on Health and Environmental Affairs partnering with the Administration convene a series of meetings to allow for public presentations and input on the various proposals to provide information to the public.

City of Fall River, In City Council

4

(Councilor Linda M. Pereira)
(Councilor Raymond A. Mitchell)

WHEREAS, many Department of Community Maintenance employees work extended shifts during snow storms, and

WHEREAS, often these shifts can be 24 to 36 hours long, and

WHEREAS, many of these employees may need the next day to rest and recuperate requiring them to take a personal or vacation day, now therefore

BE IT RESOLVED, that during negotiations the Teamsters Union look into changing the requirement of using a personal or vacation day after such long shifts.

City of Fall River, In City Council

5

(Councilor Linda M. Pereira)
(Councilor Raymond A. Mitchell)

WHEREAS, there has been much discussion on capital improvements and bonding in the City of Fall River, and

WHEREAS, often items may need to be discussed in more detail, now therefore

BE IT RESOLVED, that the Committee on Ordinances and Legislation consider drafting an ordinance forming a new City Council sub-committee for this purpose.

CLAIM FORM
City of Fall River, Massachusetts

RECEIVED

Name: Claudia Viens

2014 JAN 10 P 2:33

Address: 129 Clay St
FALL RIVER MA

CITY CLERK #14-8
FALL RIVER, MA

Phone #: 508 617 3544

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

Date of Incident: 11/2/13

Time of Incident: 10:31 AM

Location of Incident: Lisbon St corner near Clay St

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

A truck was turning the corner and
hit the city tree. All the roots
of the tree came out of the ground
and tore the cement sidewalk up.

We have a surveillance camera on
our property and it showed the
trucks name was TOMRA # 481307.

The city removed the tree but the side
walk is up out of the ground.

I do not want to be responsible for
someone to fall. I believe it is the
city's sidewalk. I just want the city
aware of the problem and if they
could fix it as soon as possible. So no one falls.

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

CC

RECEIVED

CLAIM FORM
City of Fall River, Massachusetts

2014 JAN 13 P 1:17

Name: Robert J. Valtor CITY CLERK 14-9
FALL RIVER, MA

Address: 353 N. Vandermood St

Phone #: 508 496 9010

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

Date of Incident: 1-7-14

Time of Incident: 8 AM

Location of Incident: 1230 North Main

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

Driven north on North Main St when
I ran over a deep pot hole attached
is estimate to repair

orig + 2 copy Law
1 DPW
1 CC
1 city clerk

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

CC

RECEIVED

2014 JAN 15 P 12:35

CITY CLERK 14-10
FALL RIVER, MA

CLAIM FORM
City of Fall River, Massachusetts

Name: Maurice Wagner
Address: P.O. Box 5021
New Bedford MA 02761
Phone #: 508-245-0440

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

Date of Incident: 1/11/2014

Time of Incident: 6:30

Location of Incident: Eastern Ave Fall River

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

It was raining Saturday at about
6:30 PM. I went to pick up my
step daughter in Fall River. I drove
over a pit hole that was so large
my car went into it. You could
not see it because it was full of
water with the rain. My tire went
flat and I had to call AAA to
change tire. It took almost one
hour with my 18m old grandson
crying in the back seat. BJ's tire
center told me that the hole ^(tear) was
in the side wall and could not be patched.
the tire ~~was~~ had to be replaced.

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

orig & 2 copies Law
1 Cash Am
1 DPW
1 CC
1 at ch. 25

Maurice Wagner

STAPLE
RECEIPT
HERE



TIRE SERVICE
CENTER

INVOICE # 4791895

DATE: 1-12-14

MEMBER NAME: <u>Maureen Wagner</u>	MEMBER # <u>023-4-5661-852</u>	TIME IN
STREET ADDRESS: <u>P.O. Box 5021</u>	MAKE <u>2006</u> MODEL <u>MAZDA 3</u>	TIME OUT
CITY / STATE / ZIP CODE: <u>New Bedford MA</u>	YR. <u>2006</u> PLATE # <u>993HP4</u>	
MEMBER TELEPHONE: <u>508-245-0440</u>	ODOMETER: <u>171,800</u>	

MEMBER COMPLETELY FILLS IN ABOVE AND SIGNS BELOW

D.O.T. #s
1. APOP Y0XX-4313 2. _____
3. _____ 4. _____

ROAD HAZARD FREE WITH EVERY TIRE PURCHASE
TIRE SERVICE INSTALLATION \$15.00 PER TIRE INCLUDES
LIFETIME TIRE BALANCE
LIFETIME FLAT REPAIR (R.M.A. STANDARDS)
LIFETIME TIRE ROTATION
MOUNTING AND NEW RUBBER VALVE STEM
RESET TPMS (IF NECESSARY)
TIRE DISPOSAL

TIRES PURCHASED 1 BRAND: MCHP Maxx SIZE: 205/55R16
REGISTER VALIDATION: 9177
657888
36597

RECEIVED
2014 JAN 15 P 12:36
CITY CLERK
FALL RIVER, MA
14-10

TIRE BAY SERVICES	QTY.	STYLE #	UNIT PRICE	TOTAL
HIGH SPEED BALANCE		080365		
TIRE ROTATION		556572		
MOUNT / DISMOUNT		804940		
TIRE REPAIR		586331		
WHEEL LUG NUT		804959		
TIRE DISPOSAL		523070		

Gen. Mgr. Karen Beaulieu
Club: 23 Res: 75 Trans: 7695

Cashier: 286669 01/12/14 12:24pm

PRE-VEHICLE CONDITION / DESCRIPTION:

	MISSING	DAMAGED	OK
RIMS			
H-CAPS			
C-CAPS			
LUG NUTS			
TPMS TELLTALE	ON	OFF	

MEMBERSHIP ID: 02345661852
MEMBERSHIP EXPIRES ON 01/15
657888 MCH205/55R16 124.99
990000657888 SERVICE PKG 15.00
*** SUBTOTAL 139.99
Mass. 6.25% Tax 7.81
*** TOTAL 147.80
Check 147.80
CHANGE 0.00
TOTAL NUMBER OF ITEMS SOLD = 1

By being a BJ's MEMBER
I JUST SAVED: \$18.75
MEMBER SAVINGS: \$18.75

Thank You for Shopping at BJ's

YOUR INSTALLER IS _____ BAY NO _____

Original Tread Depth Chart

	14/32	13/32	12/32	11/32	10/32	9/32	8/32	7/32
14/32	100							
13/32	92	100						
12/32	83	91	100					
11/32	75	82	90	100				
10/32	67	73	83	89	100			
9/32	58	64	70	78	88	100		
8/32	50	55	60	67	75	86	100	
7/32	42	45	50	56	63	71	83	100
6/32	33	36	40	44	50	57	67	80
5/32	25	27	30	33	38	43	50	60
4/32	17	18	20	22	25	29	33	40
3/32	8	9	10	11	12	14	17	20
2/32	0	0	0	0	0	0	0	0

Tread Depth Based on Average Measurement

TIRE MANAGER ON DUTY
QUALITY CHECK

LUG NUTS TIGHTENED TO MANUFACTURER'S SPECIFICATIONS
SECURED HUB CAPS
PROPER TIRE INFLATION
VALIDATED PICK UP SLIPS & RECEIPTS TO MATCH INVOICE
REVIEWER X _____ AM
TIME CHECKED OUT: _____ PM

TIRES MOUNTED
Members Signature
X _____

ATTENTION: FOUR (4) WHEEL DRIVE/AWD VEHICLES
I have been advised by a BJ's Team Member that it is suggested by manufacturers of four (4) Wheel Drive (4x4) and All Wheel Drive (AWD) vehicles that all four (4) tires be replaced at the same time. Not doing so may lead to severe damage to the front and rear differentials.

Club Member please initial ONE of the two options below that is applicable to this tire purchase.
1. I understand the potential for damage and accept any and all liability for not choosing to replace all four (4) tires at the same time. _____ (Club Member Initials)
2. I understand the potential for damage but the vehicle involved in this tire purchase is not an All Wheel Drive or four (4) Wheel Drive vehicle -OR- I AM CHOOSING to replace all four (4) tires on this tire purchase. _____ (Club Member Initials)

ATTENTION: PURCHASES OF LESS THAN FOUR (4) TIRES
I have been advised by a BJ's Team Member that tire manufacturers suggest that on new tire purchases consisting of less than all four (4) tires being replaced/installed at the same time, that the first two NEW tires be installed on the REAR of the vehicle rather than the front of the vehicle. The reason for this is that installing new tires on the front of the vehicle and NOT replacing BOTH tires on the REAR of the vehicle at the same time may give the driver a false sense of control and could cause the driver to over drive the rear of the vehicle which can lead to fishtailing and loss of control of their vehicle.

Club Members please initial ONE of the two options below that is applicable to this tire purchase.
1. I understand the potential hazards associated with not replacing BOTH rear tires on this tire purchase and accept any and all liability associated with my choice NOT to replace BOTH rear tires on this tire purchase. _____ (Club Member Initials)
2. I understand the potential hazards and choose to have BOTH rear tires replaced on this tire purchase. _____ (Club Member Initials)

Club Members Signature _____
Team Members Signature _____
Date _____

ALL CLAIMS AND RETURNED GOODS MUST BE ACCOMPANIED BY THIS INVOICE, THE TIRES, AND THE ORIGINAL SALES RECEIPT. BJ'S WHOLESALE CLUB, INC. OR BJ'S WAREHOUSE CLUB OR BJ'S WHOLESALE CLUB (BJS) IS NOT RESPONSIBLE FOR ARTICLES LEFT IN THE VEHICLE. VEHICLE CONDITION REPORT IS NOT NECESSARILY ALL INCLUSIVE. MEMBER IS RESPONSIBLE FOR CORRECT TIRE SIZE. THERE IS A 90 DAY GUARANTEE ON BALANCE, UNLESS NON-STANDARD WEIGHTS ARE REQUESTED. MEMBER AUTHORIZES THE ABOVE WORK TO BE DONE ALONG WITH THE NECESSARY MATERIALS. MEMBER WAIVES ALL WARRANTIES AND LIABILITIES, EXPRESSED OR IMPLIED, WITH RESPECT TO ANY DAMAGE TO ALLOY OR CUSTOM WHEELS EXCEPT WHEN SAID DAMAGE IS DUE TO ACTUAL NEGLIGENCE ON THE PART OF BJ'S. MEMBER IS RESPONSIBLE FOR TAKING OLD TIRES AND PROPERLY DISPOSING OF THEM ACCORDING TO CITY OR TOWN'S TRASH POLICY, UNLESS MEMBER CHOOSES TO PURCHASE TIRE DISPOSAL FROM BJ'S. MEMBER IS ADVISED TO RETIGHTEN LUG NUTS AFTER THE FIRST 50 MILES DRIVEN. THE TERMS ON THE FACE OF THIS INVOICE AND THE APPLICABLE TERMS ON THE REVERSE SIDE ARE ALL PART OF THIS INVOICE AND ARE ACCEPTED BY THE UNDERSIGNED.

Maureen Wagner
MEMBER APPROVAL FOR ABOVE WORK

CC

RECEIVED

CLAIM FORM
City of Fall River, Massachusetts

2014 JAN 15 A 11:09

Name: Nancy A. Guilfooy

CITY CLERK 14-11
FALL RIVER, MA

Address: 59 Summerfield St.
Fall River, Ma. 02720

Phone #: 774-644-2950

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

Date of Incident: 01-07-14

Time of Incident: 4:10 pm

Location of Incident: Intersection of No. Underwood St.
and Stewart St.

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

Entered Stewart St. Reading East. - As I approached
No. Underwood Street, due to the incline the
POT HOLE at the intersection of North Underwood St.
and Stewart St. was not visible and
unavoidable on approach.

The impact of the POT HOLE immediately blew
the sidewall out of my front right tire,
leaving the tire unrepairable.

Pictures and receipt included.

avg + 2 cops Law
1 DPW
1 Cash, Am

Thank You,
Nancy A Guilfooy

2012 Toyota Camry
1 CC

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

1 city clerk

Roland's Tire Service, Inc.

585 Grand Army Hwy., Somerset, MA 02726
 Phone: (508) 679-9333 Fax: (508) 679-9479
 www.rolandstire.com

"Keep Em' Rollin' With Rolands"

Customer Information	Invoice	Additional Information
VALUED SOMERSET CUSTOMER Somerset, MA Acct Number: P: 508 Contact:	Date: 1/08/2014 Reference: S-194830 Salesperson: Store Somerset Route: Delivery Date: 1/08/2014	PO Number: Work Order#: W-772356 DR#: Truck #: Entered By: Wayne Pimentel

Qty	Description	FET	Unit Price	Ext. Price
1.00	1014511, 225/45R18 95W, Ventus S1 H452 BSW XL, Hankook 1 Tire Install		173.56	173.56
1.00	Computerized Spin Balance		15.50	15.50
			Subtotal:	189.06

MA Sales Tax: 10.85

Total: \$199.91

Terms: Cash

1/08/2014 Payment# P-772478 Amount: \$199.91

Cash: 199.91

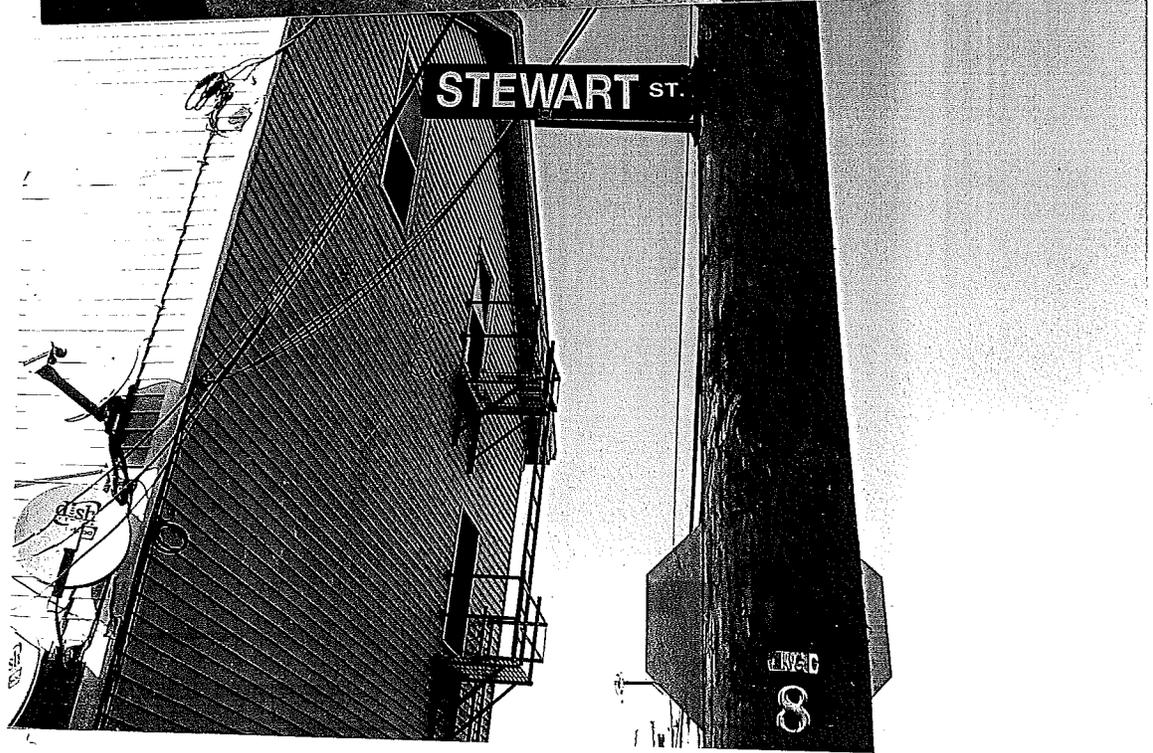
Balance \$0.00

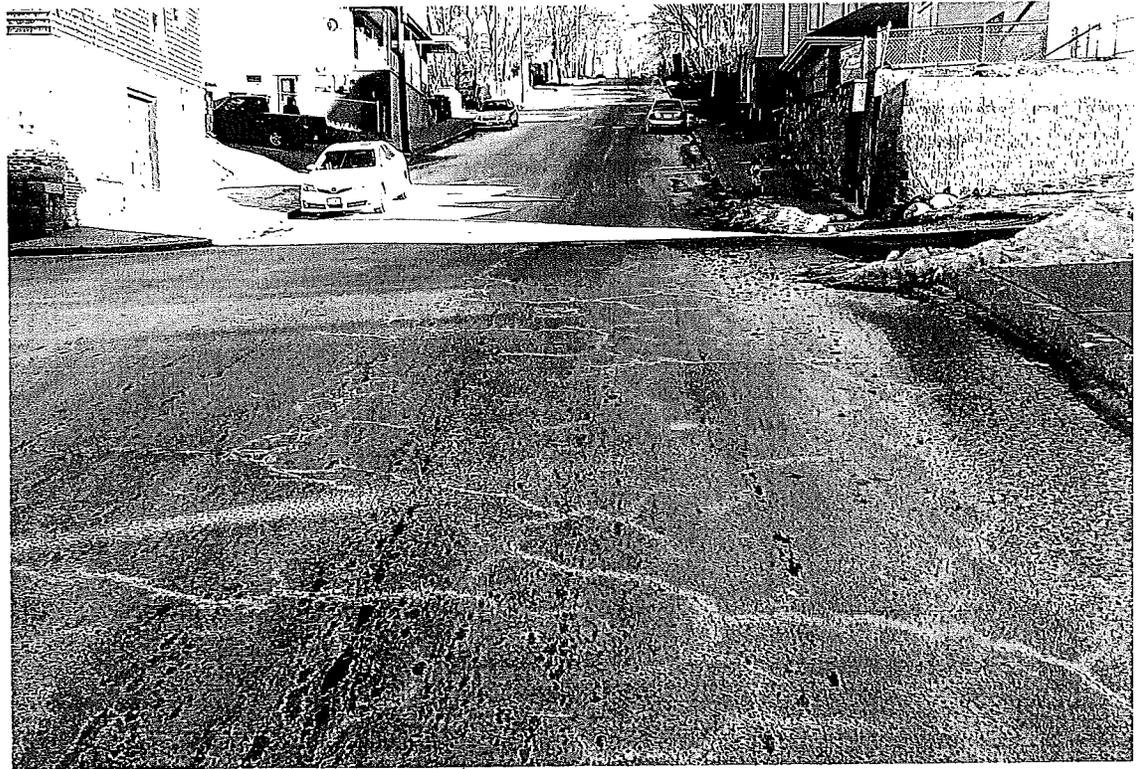
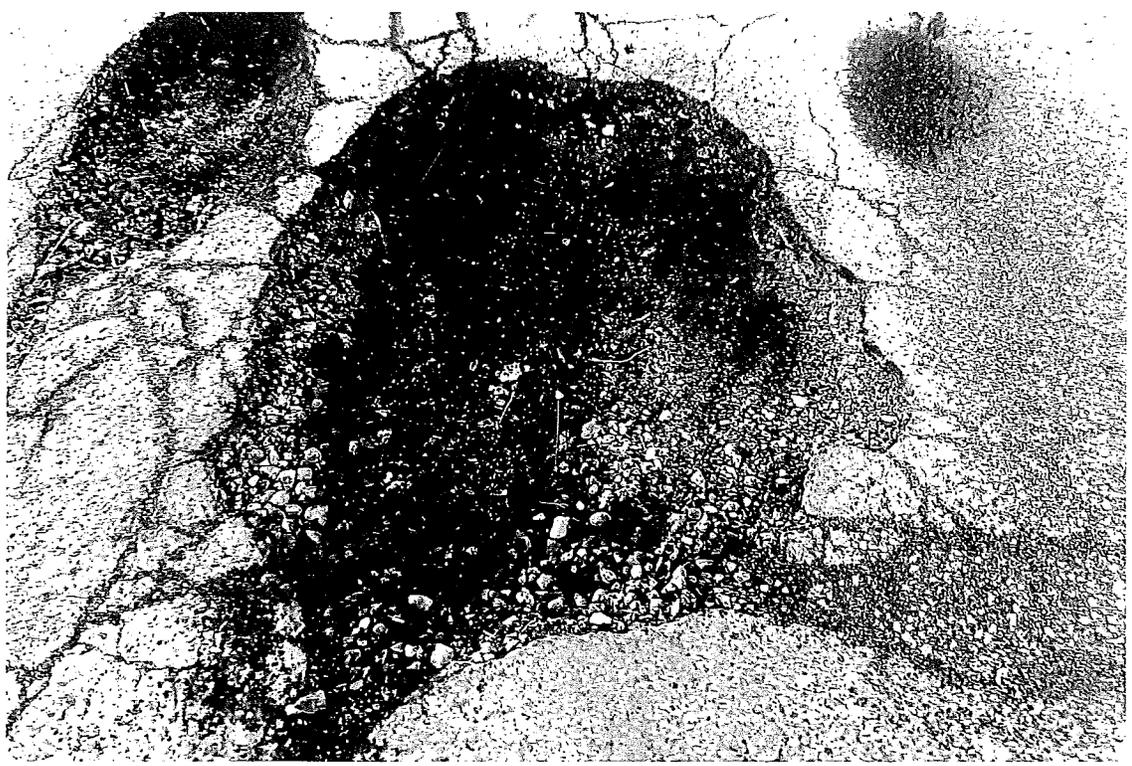
Terms:	Due Date	Due Amount	Amt Remain
	1/08/2014	\$199.91	\$0.00

RECEIVED
 2014 JAN 15 A 11:10
 CITY CLERK
 FALL RIVER, MA

We Appreciate Your Business

I hereby authorize the stated repair work to be done along with the necessary material, and hereby grant Roland's Tire permission to operate the vehicle herein described on streets, highways or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs thereto. Roland's Tire is not responsible for loss or damage to vehicles, or articles left in vehicles, in case of fire, theft or any other cause beyond it's control. A 1.5% (18% APR) service charge will be assessed on any amount which becomes delinquent beyond 30 days.





RECEIVED

2014 JAN 16 P 2:03

CLAIM FORM
City of Fall River, Massachusetts

CITY CLERK 14-12
FALL RIVER, MA

Name: Nancy Favard

Address: 748 Locust St.
Swansea, MA 02777

Phone #: 774-526-5012

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

Date of Incident: 1/14/14

Time of Incident: 5:00 PM

Location of Incident: Pleasant St as you turn from Fourth St.
at the set of lights

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

(When leaving work it was
raining and very dark. As I
came over Fourth St and turned
onto Pleasant St @ the
traffic signal my car went
into a huge crater which
was filled with water.
Since then my muffler
or exhaust system is very
loud + needs to be looked at
by a mechanic. I will submit
an estimate at a later date.
Today there was a large barrel
placed inside the hole.

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

orig + 2 Cops Law
1 DPW
1 CC
1 city clerk
1 C. A. Viveiros

Thank you
Nancy Favard

CC

Insurance Recovery Legal Associates, LLC

10 Dorrance Street, Suite 700
Providence, RI 02903

Mailing Address
959 Concord Street, Suite 200
Framingham, MA 01701
Phone (508) 656-1990
Fax (508) 656-1901
www.isgfocus.com

John A. Hebert, SCLA
Senior Paralegal
jhebert@irlafocus.com
(508) 656-1990 ext. 216

Jan 13, 2014

Office of the City Clerk
One Government Center - Room 227
Fall River, Massachusetts 02722

OUR INSURED: Joao Melo
OUR CLAIM NUMBER: 20A19931
OUR CLIENT: MiddleOak

DATE OF LOSS: Aug 25, 2013

To Whom It May Concern:

Based on our investigation of this accident, we believe your driver to be responsible for the damage to our insured's vehicle. I have enclosed documentation to support the following subrogation claim.

Amount of damage:	\$4,473.50
Our insured's deductible:	\$ 500.00
Rental:	\$ 851.69
Towing:	\$ 195.00
 Total amount of damages:	 \$6,020.19

Please include our claim number on your check for the total amount of damages shown above and send payment to my attention. We would appreciate hearing from you in regard to this subrogation claim. If we do not hear from you within 14 days from the date of this letter, we will be forced to file suit.

Sincerely,



John A. Hebert, SCLA
(800) 798-5474 x216

Certified Mail: 9171999991703334290740

14-13
RECEIVED
2014 JAN 16 A 11:33
CITY CLERK
FALL RIVER, MA

arg v 2 copy Law
1. Fire Dept
1 CC
1 city clerk
I.C.A. Viveiros

RECEIVED

CLAIM FORM
City of Fall River, Massachusetts

2014 JAN 16 A 11: 33

Name: Joao Melo CITY CLERK _____
FALL RIVER, MA

Address: c/o Insurance Recovery Legal Assoc (c/o J)
959 Concord St. Framingham, MA 01701

Phone #: 508-798-5474 x216

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

Date of Incident: 8/24/13

Time of Incident: 1pm

Location of Incident: 33 Pearl St. Fall River, MA

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

Joao Melo's 2003 Mercury was parked at
33 Pearl St. when it was struck by a Fall River
Fire Dept truck, driven by William Austin, causing a
total of \$6000.00 to be paid to them for their damages by
their insurance company, Middle Oak. (\$4473.50 damages,
\$500 deduct. etc, \$195 towing, \$857.69 rental). We are seeking
to recover the payments made by Middle Oak.

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

RECEIVED

11/29/2013 at 10:27 AM
79950

File ID: 306010
2014 JAN 16 A 11:34

AMBRO ADJUSTMENT, INC. - mass

Adjuster:

CITY CLERK _____
FALL RIVER, MA

AMBRO ADJUSTMENT INC.
HOPEDALE

FOR SUPPLEMENT REQUEST POLICY SEE REMARKS BELOW

1A Business Way
Hopedale, MA 01756
(508)634-8478 Fax: (508)634-8235

Written By: Christopher Provost #2090928 11/29/2013 10:26 AM

SUPPLEMENT OF RECORD 2 WITH SUMMARY

Insured: Mellow
Owner: JOAO MELO
Address: 31 Ivy St
East Providence, RI 02914-6933
Day: (401)301-6933

Claim #20A19931
Policy #
Date of Loss: 08/25/2013
Type of Loss: Collision
Point of Impact: 14. Unknown

Inspect REGOS A/B
Location: 300 CHALKSTONE AVE
FAX 401-351-6876
PROVIDENCE, RI 02908

Business: (401)274-5199
REPAIR_SHOP

Repair REGOS A/B
Facility:

5 Days to Repair
License #

2003 BENZ C240 AWD 6-2.6L-FI 4D SED silver Int:gray
VIN: WDBRF81J33F408715 Lic: 976463 RI Prod Date: 02/2003 Odometer: 108411

Condition: Good		
Air Conditioning	Intermittent Wipers	Tilt Wheel
Cruise Control	Rear Defogger	Keyless Entry
Alarm	Message Center	Steering Wheel Controls
Telescopic Wheel	Climate Control	Dual Mirrors
Body Side Moldings	Console/Storage	Fog Lamps
Traction Control	Signal Integrated Mirrors	Clear Coat Paint
Power Steering	Power Brakes	Power Windows
Power Locks	Power Mirrors	Heated Mirrors
AM Radio	FM Radio	Stereo
Search/Seek	Cassette	Drivers Side Air Bag
Passenger Air Bag	Anti-Lock Brakes (4)	4 Wheel Disc Brakes
Front Side Impact Air Bag	Head/Curtain Air Bags	Positraction
Rear Side Impact Air Bags	Bucket Seats	Reclining/Lounge Seats
Leather Seats	Overdrive	6 Speed Transmission
4 Wheel Drive	Aluminum/Alloy Wheels	

NO.	OP.	DESCRIPTION	QTY	EXT.	PRICE	LABOR	PAINT
1	S01	REAR BUMPER					
2	S01	O/H rear bumper				2.5	
N 3	S01	Repl Bumper cover w/o AMG Classic, Eleg	1		520.00	Incl.	2.6
4	S01	Add for Clear Coat					1.0

11/29/2013 at 10:27 AM
79950

File ID: 306010

SUPPLEMENT OF RECORD 2 WITH SUMMARY
2003 BENZ C240 AWD 6-2.6L-FI 4D SED silver Int:gray

NO.	OP.	DESCRIPTION	QTY	EXT. PRICE	LABOR	PAINT
5		REAR DOOR				
N 6*	S01 Rpr	LT Door shell sedan			<u>2.0</u>	1.9
7		Add for Clear Coat				0.8
8	S01 Repl	LT Body side mldg w/o sport silver	1	95.00	0.3	0.4
9	S01	Overlap Minor Panel				-0.2
10	S01	Add for Clear Coat				0.1
11	S01 R&I	LT Door glass movable, green tint sedan			0.8	
12*	S01 R&I	LT Run channel sedan			<u>0.3</u>	
13	S01 R&I	LT Handle, outside w/o sport magma red			<u>0.3</u>	
14	S01 R&I	LT R&I trim panel			0.8	
15	S01 R&I	RT Weatherstrip around door sedan			0.5	
16		QUARTER PANEL				
N 17*	S01 Rpr	LT Quarter panel (HSS)			<u>2.0</u>	2.0
18		Overlap Major Adj. Panel				-0.4
19		Add for Clear Coat				0.3
20	R&I	LT Wheelhouse liner			0.4	
21	S01 Repl	LT Body side mldg w/o sport silver	1	55.00	0.2	0.3
22	S01	Add for Clear Coat				0.1
23	S01 Blnd	RT Quarter panel (HSS)				1.0
24		FRONT DOOR				
N 25*	S01 Rpr	LT Door shell			<u>2.0</u>	2.0
26		Overlap Major Adj. Panel				-0.4
27		Add for Clear Coat				0.3
28#	Repl	Lt Rear Tire / Good YR Eagle P205/55 P -16 B10%	1	111.00		
29	S01 R&I	LT Weatherstrip around door			0.5	
30	S01 Repl	LT Body side mldg w/o sport silver	1	110.00	0.3	0.4
31	S01	Overlap Minor Panel				-0.2
32	S01	Add for Clear Coat				0.1
33	S01 R&I	LT R&I mirror			0.5	
34	S01 R&I	LT Door glass Mercedes blue tint			0.8	
35	S01 R&I	LT Run channel			0.3	
36	S01 R&I	LT Handle, outside w/o sport silver			0.3	
37	S01 R&I	LT R&I trim panel			1.0	
38	S01 R&I	RT Weatherstrip around door			0.5	
39	S01	REAR LAMPS				
40	S01 R&I	RT Combo lamp assy			0.5	
41	S01 R&I	LT Combo lamp assy			0.5	
42		WHEELS				

SUPPLEMENT OF RECORD 2 WITH SUMMARY
2003 BENZ C240 AWD 6-2.6L-FI 4D SED silver Int:gray

NO.	OP.	DESCRIPTION	QTY	EXT.	PRICE	LABOR	PAINT
N 43**	S01	Repl A/M RT/Rear Wheel, alloy 7 hole (ALU)	1		273.00	m	0.3
44**	S01	Repl A/M LT/Rear Wheel, alloy 7 hole (ALU)	1		273.00	m	0.3
45#		Subl Mount, stem and balance	1		10.00	X	
46#		Subl Mount, stem and balance	1		10.00	X	
N 47		REAR SUSPENSION					
48*		<u>LT O/H rear suspension one side (access needed visible only)</u>				m	5.4
49	S01	Repl LT Rotor C240, C320, C230	1		56.00	m	Incl.
N 50	S01	Repl LT Hub B50%	1		150.00	m	Incl.
51	S01	Wheel alignment align four wheels				m	1.8
52	S01	Repl LT Wheel bearing B50%	1		142.00	m	Incl.
53		ROOF					
54	R&I	LT Drip molding gray					0.3
55#	Rpr	Tint color					0.5
56#	Repl	Cover car	1		5.00	X	0.2
57#	Repl	Corrosion protection	1		4.00	T	0.2
58	S01	R&I RT Drip molding gray					0.3
59	S01	R&I LT Drip molding gray					0.3
60#	S01	Blnd RT OUTER RAIL					0.7
61#	S01	Blnd LT OUTER RAIL					0.7
62	S01	PILLARS, ROCKER & FLOOR					
63	S01	R&I RT Rocker molding w/o Sport					1.4
64	S01	R&I LT Rocker molding w/o Sport					1.4
65	S01	WINDSHIELD					
66*	S01	Rpr Glass Mercedes w/o rain sensor w/o sport					0.5
67	S01	R&I RT Wiper arm					0.2
68	S01	R&I RT Wiper arm					0.2
69	S01	BACK GLASS					
70*	S01	Rpr Back glass Mercedes green tint					0.5
71#	S01	Repl Cover car for primer	1		5.00	X	0.2
72#	S01	Repl Mask jambs - Primer	1		5.00	X	0.5
73#	S01	Rpr Clean & detail					1.0
74#	S01	Rpr Remove adhesives and glue					0.5
75#	S01	Rpr Prep raw plastics					0.5
76#	S01	Subl Hazardous waste disposal	1		3.00	X	
77#	S01	Rpr Color sand and buff					2.4
78#	S01	Repl Paint & materials 553.76-310.50=243.26	1		243.26	T	
79#	S01	Rpr FEATHER PRIME & BLOCK					3.0
80#	S02	Repl RT INNER TIE ROD END B50%	1		46.00		1.0
81#	S02	Subl 4 Wheel Alignment	1		55.00	X	
82#	S02	Repl LABOR CONCESSION	1		66.00		
83#	S02	Repl 25% MARKUP	1		55.25		

11/29/2013 at 10:27 AM
79950

File ID: 306010

SUPPLEMENT OF RECORD 2 WITH SUMMARY
2003 BENZ C240 AWD 6-2.6L-FI 4D SED silver Int:gray

NO.	OP.	DESCRIPTION	QTY	EXT.	PRICE	LABOR	PAINT
Subtotals ==>			2292.51			40.2	13.5

Line 3 : COVER IS TORN CAN NOT BE REPAIRED, NO RECON OR A/M AVAILABLE.
Line 6 : DOOR NEEDED TIME FOR SCRATCHES
Line 17 : QTR IS DENTED
Line 25 : ADDITIONAL TIME ON SCRATCHES
Line 43 : KEYSTONE
Line 47 : lt rear wheel locks up will not turn =unable to view inner parts need
access=allowed over haul
Insd stated veh moved into curb stone also damage rt wheel
Line 50 : HUB AND BEARING ARE FROZEN WONT TURN

Parts		1952.25
Body Labor	40.2 hrs @ \$ 44.00/hr	1768.80
Paint Labor	13.5 hrs @ \$ 44.00/hr	594.00
Paint Supplies	13.5 hrs @ \$ 23.00/hr	310.50
Sublet/Misc.		340.26

SUBTOTAL		\$ 4965.81
Sales Tax	\$ 2510.01 @ 7.0000%	175.70

TOTAL COST OF REPAIRS \$ 5141.51

ADJUSTMENTS:

Lt Rear Tire / Good YR Ea B10%	11.79
LT Hub B50%	80.25
LT Wheel bearing B50%	75.97
RT INNER TIE ROD END B50%	24.61

TOTAL ADJUSTMENTS	\$ 192.62
NET COST OF REPAIRS	\$ 4948.89

11/29/2013 at 10:27 AM
79950

File ID: 306010

SUPPLEMENT OF RECORD 2 WITH SUMMARY

2003 BENZ C240 AWD 6-2.6L-FI 4D SED silver Int:gray

*****REQUEST SUPPLEMENTS ONLINE AT WWW.AMBROADJUST.COM OR CALL 508-634-8478 OR FAX TO 508-634-8235*****

THIS ESTIMATE IS WRITTEN, PREPARED AND SWORN TO UNDER THE PENALTIES OF PERJURY.

"THIS DAMAGE APPRAISAL WAS WRITTEN AT A MARKET LABOR RATE. IF YOUR REPAIRER CHARGES MORE THAN THIS RATE, YOU WILL BE RESPONSIBLE FOR THE ADDITIONAL COST.

"BY LAW, YOU MUST KEEP THE CUSTOMER INFORMATION WE PROVIDE TO YOU CONFIDENTIAL. YOU MAY USE IT ONLY TO PERFORM INSURANCE-RELATED SERVICES/FUNCTIONS FOR US AND/OR OUR CUSTOMER(S). YOU MAY NOT USE, SHARE, SELL OR OTHERWISE DISCLOSE INFORMATION FOR OTHER PURPOSES OR TO ANYONE ELSE WITHOUT PRIOR CONSENT. IF YOU DO NOT AGREE TO THESE TERMS, YOU MUST RETURN THIS INFORMATION TO US AT ONCE.

THIS IS NOT AN AUTHORIZATION TO REPAIR. NO SUPPLEMENTS WILL BE ALLOWED WITHOUT PRIOR APPROVAL. REPAIRS MUST BE MADE ACCORDING TO MANUFACTURER'S RECOMMENDATIONS AND SPECIFICATIONS.

"Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison."

PURSUANT TO RHODE ISLAND LAW, THE CONSUMER HAS THE RIGHT TO CHOOSE THE REPAIR FACILITY TO COMPLETE REPAIRS TO A MOTOR VEHICLE; AND AN INSURANCE COMPANY MAY NOT INTERFERE WITH THE CONSUMER'S CHOICE OF REPAIRER.

FOR ANY VEHICLE THAT IS LESS THAN THIRTY (30) MONTHS BEYOND THE DATE OF MANUFACTURE, RHODE ISLAND LAW ENTITLES THE VEHICLE OWNER TO ORIGINAL EQUIPMENT MANUFACTURER (OEM) PARTS IN THE REPAIR OF A MOTOR VEHICLE BODY REPLACEMENT PART. THIS ESTIMATE WILL INDICATE IF/WHEN AFTERMARKET BODY PARTS ARE SPECIFIED.

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

SUPPLEMENT OF RECORD 2 WITH SUMMARY

2003 BENZ C240 AWD 6-2.6L-FI 4D SED silver Int:gray

Estimate based on MOTOR CRASH ESTIMATING GUIDE. Unless otherwise noted all items are derived from the Guide ERI5775, CCC Data Date 11/13/2013, and the parts selected are OEM-parts manufactured by the vehicles Original Equipment Manufacturer. OEM parts are available at OE/Vehicle dealerships. OPT OEM (Optional OEM) or ALT OEM (Alternative OEM) parts are OEM parts that may be provided by or through alternate sources other than the OEM vehicle dealerships. OPT OEM or ALT OEM parts may reflect some specific, special, or unique pricing or discount. OPT OEM or ALT OEM parts may include "Blemished" parts provided by OEM's through OEM vehicle dealerships. Asterisk (*) or Double Asterisk (**) indicates that the parts and/or labor information provided by MOTOR may have been modified or may have come from an alternate data source. Tilde sign (~) items indicate MOTOR Not-Included Labor operations. The symbol (<>) indicates the refinish operation WILL NOT be performed as a separate procedure from the other panels in the estimate. Non-Original Equipment Manufacturer aftermarket parts are described as Non OEM, A/M, Qual Repl Parts or Comp Repl Parts which stands for Competitive Replacement Parts. Used parts are described as LKQ, Qual Recy Parts, RCY, or USED. Reconditioned parts are described as Recond. Recored parts are described as RECOR. NAGS Part Numbers and Benchmark Prices are provided by National Auto Glass Specifications. Labor operation times listed on the line with the NAGS information are MOTOR suggested labor operation times. NAGS labor operation times are not included. Pound sign (#) items indicate manual entries. Some 2014 vehicles contain minor changes from the previous year. For those vehicles, prior to receiving updated data from the vehicle manufacturer, labor and parts data from the previous year may be used. The Pathways estimator has a complete list of applicable vehicles. Part numbers and prices should be confirmed with the local dealership. The following is a list of additional abbreviations or symbols that may be used to describe work to be done or parts to be repaired or replaced. SYMBOLS FOLLOWING PART PRICE: m=MOTOR Mechanical component. s=MOTOR Structural component. T=Miscellaneous Taxed charge category. X=Miscellaneous Non-Taxed charge category. SYMBOLS FOLLOWING LABOR: D=Diagnostic labor category. E=Electrical labor category. F=Frame labor category. G=Glass labor category. M=Mechanical labor category. S=Structural labor category. (numbers) 1 through 4=User Defined Labor Categories. OTHER SYMBOLS AND ABBREVIATIONS: Adj.=Adjacent. Algn.=Align. ALU=Aluminum. A/M=Aftermarket part. Blnd=Blend. BOR=Boron steel. CAPA=Certified Automotive Parts Association. Comp Repl=Competitive Replacement (part). D&R=Disconnect and Reconnect. HSS=High Strength Steel. HYD=Hydroformed Steel. Incl.=Included. LKQ=Like Kind and Quality. LT=Left. MAG=Magnesium. Non-Adj.=Non Adjacent. NSF=NSF International Certified Part. O/H=Overhaul. Qty=Quantity. Qual Recy=Quality Recycled (part). Qual Repl=Quality Replacement (part). Refn=Refinish. Repl=Replace. R&I=Remove and Install. R&R=Remove and Replace. Rpr=Repair. RT=Right. SAS=Sandwiched Steel. Sect=Section. Subl=Sublet. UHS=Ultra High Strength Steel. N=Note(s) associated with the estimate line.

CCC Pathways - A product of CCC Information Services Inc. The following is a list of abbreviations that may be used in CCC Pathways that are not part of the MOTOR CRASH ESTIMATING GUIDE: BAR=Bureau of Automotive Repair. EPA=Environmental Protection Agency. NHTSA=National Highway Transportation and Safety Administration. PDR=Paintless Dent Repair. VIN=Vehicle Identification Number.

11/29/2013 at 10:27 AM
79950

File ID: 306010

SUPPLEMENT OF RECORD 2 WITH SUMMARY
2003 BENZ C240 AWD 6-2.6L-FI 4D SED silver Int:gray

NO.	OP.	DESCRIPTION	QTY	EXT. PRICE	LABOR	PAINT
----- ADDED ITEMS -----						
80#	S02	Repl RT INNER TIE ROD END B50%	1	46.00	1.0	
81#	S02	Subl 4 Wheel Alignment	1	55.00 X		
82#	S02	Repl LABOR CONCESSION	1	66.00		
83#	S02	Repl 25% MARKUP	1	55.25		
Subtotals ==>				222.25	1.0	0.0

Parts		167.25
Body Labor	1.0 hrs @ \$ 44.00/hr	44.00
Sublet/Misc.		55.00

SUBTOTAL		\$ 266.25
Sales Tax	\$ 167.25 @ 7.0000%	11.71

TOTAL SUPPLEMENT AMOUNT \$ 277.96

ADJUSTMENTS:
RT INNER TIE ROD END B50% 24.61

SUPPLEMENT ADJUSTMENTS \$ 24.61

NET COST OF SUPPLEMENT \$ 253.35

Estimate	1838.79	Edmund Hipolito
Supplement S01	3024.76	Christopher Provost
Supplement S02	277.96	Christopher Provost
Workfile Total	\$ 5141.51	

TOTAL ADJUSTMENTS \$ 192.62
NET COST OF REPAIRS \$ 4948.89

11/29/2013 at 10:27 AM
79950

File ID: 306010

SUPPLEMENT OF RECORD 2 WITH SUMMARY

2003 BENZ C240 AWD 6-2.6L-FI 4D SED silver Int:gray

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YOU MAY USE IT ONLY TO PERFORM INSURANCE-RELATED SERVICES/FUNCTIONS FOR US
AND/OR OUR CUSTOMER(S). YOU MAY NOT USE, SHARE, SELL OR OTHERWISE DISCLOSE
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**FOR ANY VEHICLE THAT IS LESS THAN THIRTY (30) MONTHS BEYOND THE DATE OF
MANUFACTURE, RHODE ISLAND LAW ENTITLES THE VEHICLE OWNER TO ORIGINAL EQUIPMENT
MANUFACTURER (OEM) PARTS IN THE REPAIR OF A MOTOR VEHICLE BODY REPLACEMENT
PART. THIS ESTIMATE WILL INDICATE IF/WHEN AFTERMARKET BODY PARTS ARE
SPECIFIED.**

Any person who knowingly presents a false or fraudulent claim for payment of a
loss or benefit or knowingly presents false information in an application for
insurance is guilty of a crime and may be subject to fines and confinement in
prison.

Coastal Towing

24 Hour Service

540 Pawtucket Avenue 85 Nashua Street 40 Patton Rd.
 Pawtucket, RI 02860 Providence, RI 02904 E. Providence, RI 02916
 (401) 724-6862 (401) 724-6862 (401) 435-6862

DATE: 9/17/13	TIME: 9:00	AM/PM: AM	REQUESTED BY: Customer
LOCATION OF VEHICLE: 31 IVY ST EAST PROV.			
ADDRESS: _____			
MILEAGE		SERVICE TIME	
FINISH _____	FINISH _____	FINISH _____	
START _____	START _____	START _____	
TOTAL _____	TOTAL _____	TOTAL _____	
VEHICLE MAKE/MODEL: 8003 M/B C240 SILVER			
VEHICLE REG. NO.: RI 996-463 WDB RF 81533 F408715			
<input type="checkbox"/> BLIND/HOIST TOW	<input type="checkbox"/> FLAT TIRE	<input type="checkbox"/> SPECIAL EQUIPMENT	
<input type="checkbox"/> WHEEL LIFT	<input type="checkbox"/> OUT OF GAS	<input type="checkbox"/> SINGLE LINE WINCHING	
<input checked="" type="checkbox"/> FLAT BED/RAMP	<input type="checkbox"/> WRECK	<input type="checkbox"/> DUAL LINE WINCHING	
<input type="checkbox"/> START	<input type="checkbox"/> RECOVERY	<input type="checkbox"/> SNATCH BLOCKS	
<input type="checkbox"/> LOCK OUT	<input checked="" type="checkbox"/> ACC.	<input type="checkbox"/> SCOTCH BLOCKS	
VEHICLE TOWED TO: Prop's Auto Prop			
REMARKS: PAID IN FULL		MILEAGE CHARGE	
		TOWING CHARGE	195.00
		LABOR CHARGE	
		STORAGE CHARGE	
		TOTAL	195.00
OPERATOR'S SIGNATURE: <i>[Signature]</i>		AUTHORIZED SIGNATURE: _____	

CL# 20A19931

17268

Road Service

FAXED

10/7/13

meo

Unlimited Car Rental

300 Chalkstone Ave.

Providence, RI 02908

Contract #

Customer's Last Name	First	Unit #		
Home Address	31 Ivy st.	Make-Model		Color
City	Providence	2021	Vin	Tag #
Home Phone		Replacement Vehicle#		Color
Employer	City-State	Make-Model		Tag #
Drivers Lic #	State EXP Date	Vin		Date Out
Date of Birth		Miles In		Date Due In
		Miles Out		Date In
Additional Driver		Total Miles	100	Rental
Address		Free Miles		Day
City		Excess Miles	90	Weeks
Drivers Lic #	Exp Date	Total Days in Rental	28	Est. Mileage
Date of Birth				C.D.W.
		Sub total	\$740.60	2nd Driver
Customer's Insurance Company				Tax 7%
Insurance Company				\$51.84
Address				Amount paid
City		All Charges Subject to Final Audit		Rental Return
Agent	Phone	Vehicle must not be driven outside _____ Mile radius.		Excess Miles Charge
Address	Fax	Customer is allowed _____ miles free per day. Excess miles will be charged an additional rate _____ Per Mile		Other Charges
		All Charges Subject to Final Audit		Gas charge \$60/week
		Gas Out 1		Minus Credits
		Gas In: 1/2		Taxable Charges
		You acknowledge that the Vehicle has no damage except the damage listed on the walk Around form.		Tax 7%
				Surcharge 9%
				Total Due
				Deposit
				Refund
				Customer Owe
				Customer Pays All Totals + Fees
				Date Paid in Full
				claim # 20A19931 tax id# 45-3038747
ADDITIONAL CHARGES AND DESCRIPTIONS		Customer Signature		
Extend to:	\$	2nd Driver Signature		
Extend to:	\$	Agent Signature	<i>Kim L Leonard</i>	
<u>NO DRIVERS UNDER 21</u>				

cc

RECEIVED

CLAIM FORM
City of Fall River, Massachusetts

2014 JAN 17 A 10:19
CITY CLERK #14-14
FALL RIVER, MA

Name: Michele Imbriglio

Address: 158 Ames St
Fall River, MA 02721

Phone #: (508) 673-9347

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

Date of Incident: January 11, 2014

Time of Incident: 8:00 pm

Location of Incident: 170 Ames St, Fall River MA

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

See attached description and photos.

arg & 2 Copies Lan

1 Spw

1 CC

1 city clerk

1 city adm.

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

Michele Imbriglio
158 Ames Street
Fall River, MA 02721
(508)673-9347-H
(508)837-7389-C

RECEIVED

2014 JAN 17 A 10:20

CITY CLERK
FALL RIVER, MA

Date of Incident: Saturday, January 11, 2014
Location: 170 Ames Street, Fall River, MA
Vehicle: 2010 Mercedes E350

On Saturday, January 11, 2014 at approximately 8:00 p.m., I was traveling to my home at 158 Ames Street, Fall River, MA when I hit a large washed out area (pothole) in the road in front of 170 Ames Street, Fall River, MA. This impacted the right passenger side of my car.

On Sunday, January 12, 2014 I noticed the two passenger side tires had noticeably large lumps in the sidewalls. I contacted my auto service provider who took my vehicle to check the damage. I was advised that the sidewalls had ruptured due to striking the wash out (pothole). As the tires could not be repaired I was required to purchase two new tires resulting in out of pocket expenses in the amount of \$725.90. Additionally, the vehicle will also need an alignment at a cost of \$150.00, which has not been completed yet.

I hereby request reimbursement from the City of Fall River in the amount of \$875.90.

Attachments: Photo of tire sidewall damage
Photo of pothole
Viti Mercedes Invoice January 13, 2014

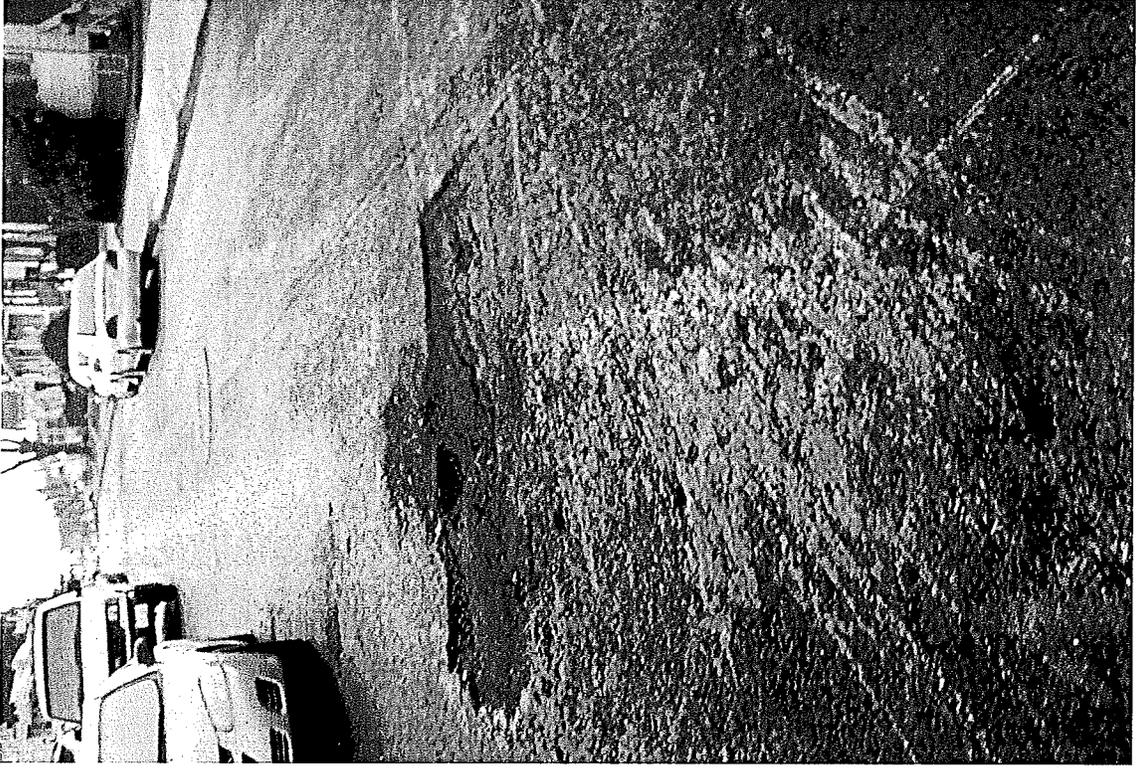


*Tire damage to sidewalk
front and rear passenger*

RECEIVED

2014 JAN 17 A 10:20

CITY CLERK
FALL RIVER, MA

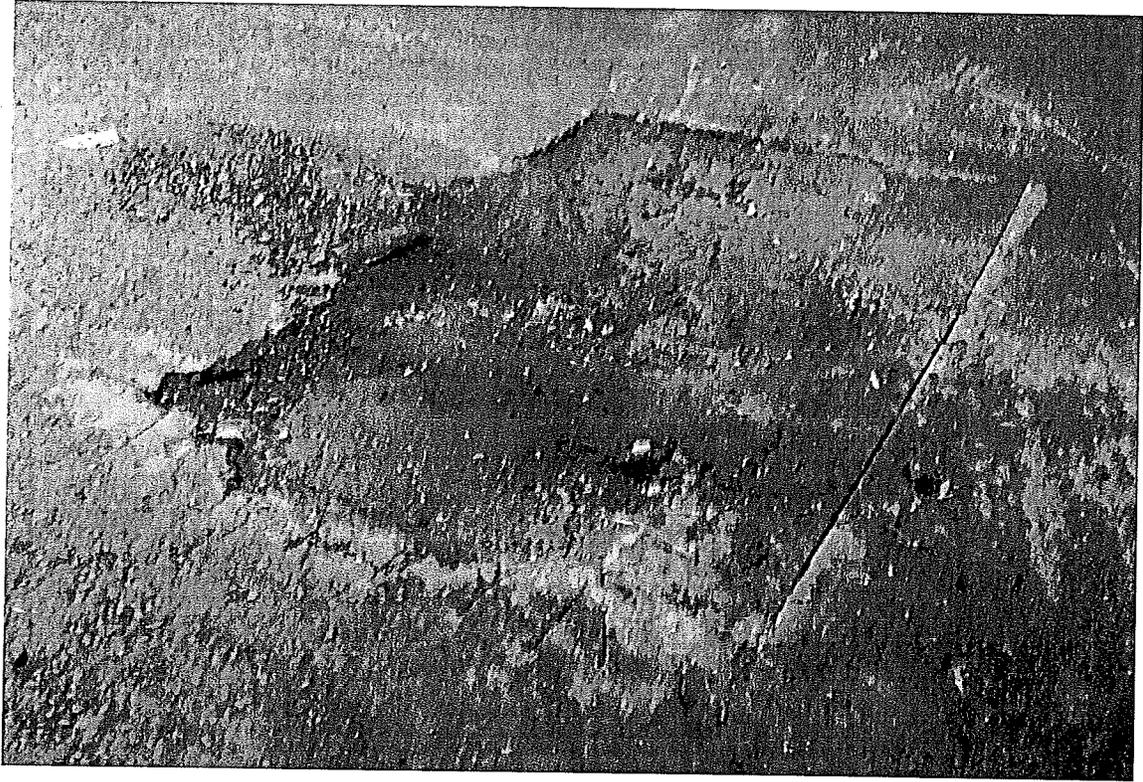


170 Ames St, Fall River

RECEIVED

2014 JAN 17 A 10:21

CITY CLERK
FALL RIVER, MA



170 Amis St, Fall River

RECEIVED

2014 JAN 17 A 10:21

CITY CLERK
FALL RIVER, MA

THOMAS R IMBRIGLIO
MICHELLE IMBRIGLIO

158 AMES ST
 FALL RIVER, MA 02721-3302
 HOME: 508-673-9347 BUS: 401-841-7714 CELL: 508-837-7389
 EMAIL: MICHELLE.IMBRIGLIO@NAVY.MIL/WORK

Invoice # **4322405**
 Tag # **T2734**
 Customer # **187771**
 Service Advisor: **429 SUSAN M MCDEERMOTT**

Page 1 of 2
 Mercedes-Benz
 Viti Inc.
 Authorized Mercedes-Benz Retailer
 975 Fish Rd, PO Box 254
 Tiverton, RI 02878
 401-624-6181
 800-544-5580
 www.viti.com

DEL DATE	IN SERVICE DATE	WARR. EXP.	PROMISED	PO. NO.	RATE	PAYMENT	INV. DATE	R.O. OPENED	READY
07MAY10			15.30	13JAN14	128.90	CASH	13JAN14	13JAN14	13JAN14

A LOANER ONLY
 L LOANER ONLY
 520 CDEF hrs.
 0.00

B OWNER STATES SHE HAS BUBBLES IN BOTH RIGHT SIDE TIRES- PLEASE ADVISE
 CAUSE: ROTATE & M&B 2-TIRES.
 TPM192 MOUNT & BAL 2 TIRES W TPM OR 19IN RIMS
 520 C1S hrs.
 2 0-8-40-1465 MICHELIN 245/40R18 SKU, 00895,
 93V, PLO
 CVI COMPLIMENTARY VEHICLE INSPECTION
 520 C1S hrs.
 62.50
 620.00
 0.00

C 12 POINT INSPECTION, ENGINE, BRAKES, STEERING, BATTERY, WASHERS, LIGHTS, HOSES, SEAT BELTS, SUSPENSION, SENSORS, TIRES, AND FLUIDS.
 10 12 POINT INSPECTION, ENGINE, BRAKES, STEERING, BATTERY, WASHERS, LIGHTS, HOSES, SEAT BELTS, SUSPENSION, SENSORS, TIRES, AND FLUIDS.
 520 CDEF hrs.
 C.07

D QUALITY CONTROL INSPECTION OF ALL WORK PERFORMED
 QC QUALITY CONTROL INSPECTION OF ALL WORK PERFORMED
 350 CDEF hrs.
 0.00

MERCEDES BENZ
24-HOUR ROADSIDE ASSISTANCE
(800)-FOR-MERCEDES
(800)-367-6372

ALL ORIGINAL MERCEDES BENZ REPLACEMENT PARTS ARE
 WARRANTED FOR 12 MONTHS REGARDLESS OF MILEAGE.

STATEMENT OF DISCLAIMER
 The factory warranty constitutes all of the warranties with respect to the sale of this item/items. The Seller hereby expressly disclaims all warranties either express or implied, including any implied warranty of merchantability or fitness for a particular purpose. Seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this item/items.
TERMS: CASH, CREDIT CARD OR CHECK
 All original Mercedes Benz replacement parts are warranted for 12 Months regardless of mileage
 CUSTOMER SIGNATURE: X

LABOR AMOUNT	SALES TAX	PLEASE PAY THIS AMOUNT
PARTS AMOUNT		
GAS, OIL, LUBE		
SUBLET AMOUNT		
MISC. CHARGES		
TOTAL CHARGES		
ADJUSTMENTS		
SALES TAX		
PLEASE PAY THIS AMOUNT		

Copyright 2000 ADP Inc. XS12.270 XS12.270 1

THOMAS R IMBRIGLIO
MICHELLE IMBRIGLIO
 158 AMES ST
 FALL RIVER, MA 02721-3302
 HOME: 508-673-9347 BUS: 401-841-7714 CELL: 508-837-7389
 EMAIL: MICHELLE.IMBRIGLIO@NAVY.MIL/WORK

Invoice # **432405**
 Tag # **T2734**
18777 RECEIVED

Page 2 of 2
Mercedes-Benz
 Viti Inc.
 Authorized Mercedes-Benz Retailer
 575 Fish Rd, PO Box 254
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 401-624-6181
 800-544-5580
 www.viti.com

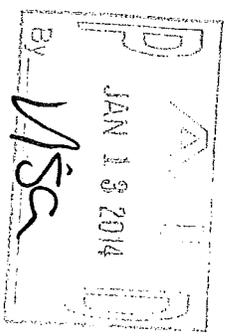
Customer #: **18777**
 Service Advisor: **429 SUSAN M McDERMOTT**
 VIN: **WDDHF8HB3AA22358911**

DEL DATE	IN SERVICE DATE	WARR EXP	FROM/ISSUED	PO NO	RATE	PAYMENT	INV DATE	R.O. OPENED	READY
07MAY10			15:30 13JAN14		128.90	CASH	13JAN14		

WHITE	10	MERCEDES-BENZ E350W4	MDDHF8HB3AA22358911		8637DW		63644		63655

OPTIONS: STKINZ404	DLR: 71108								

“Excellence Is Standard”



MERCEDES BENZ
24-HOUR ROADSIDE ASSISTANCE
(800)-FOR-MERCEDES
(800)-367-6372

STATEMENT OF DISCLAIMER

The factory warranty constitutes all of the warranties with respect to the sale of this item/items. The Seller hereby expressly disclaims all warranties either express or implied, including any implied warranty or merchantability or fitness for a particular purpose. Seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this item/items.

TERMS: CASH, CREDIT CARD OR CHECK

All original Mercedes Benz replacement parts are warranted for 12 Months regardless of mileage
CUSTOMER SIGNATURE: X

LABOR AMOUNT	62.50
PARTS AMOUNT	620.00
GAS, OIL, LUBE	0.00
SUBLET AMOUNT	0.00
MISC. CHARGES	0.00
TOTAL CHARGES	682.50
ADJUSTMENTS	0.00
SALES TAX	43.40
PLEASE PAY THIS AMOUNT	725.90

ALL ORIGINAL MERCEDES BENZ REPLACEMENT PARTS ARE WARRANTED FOR 12 MONTHS REGARDLESS OF MILEAGE.

Property Unit
PO Box 15147
Worcester MA 01615-0147
Telephone: 508-816-2949 Ext:
Fax Number: 508-926-5660

11

January 06, 2014

FALL RIVER TOWN CLERK
1 GOVERNMENT CTR
FALL RIVER MA 02722

RECEIVED
2014 JAN 13 P 5:01
CITY CLERK
FALL RIVER, MA

Re: Our Insured: HEALTHFIRST FAMILY CARE CENTER
Policy Number: OHN 9644661
Claim Number: 15-00237343 001
Date of Loss: 01/04/2014
Property Address: 387 Quarry St Fall River MA

To whom it may concern :

Claim has been made involving loss, damage or destruction of the above captioned property, which may either exceed \$1,000.00 or cause Mass. General Laws, Ch. 143, Sec. 6 to be applicable. If any notice under Mass. General Laws, Ch. 139, Sec. 3B is appropriate, please direct it to the attention of the undersigned and include a reference to the captioned insured, location, policy number, date of loss, and claim number.

On this date, I caused copies of this notice to be sent to the persons named above at the addresses indicated above by first class mail.

Sincerely,
Justin Aldrich
Justin Aldrich
Outside Property Adjuster
Hanover Insurance Company

1-13-14 C: Bldg Insp
Health
Fire el