

City of Fall River Massachusetts
Office of the City Clerk

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2015 MAR -6 A 11:42

CITY CLERK _____
FALL RIVER, MA

ALISON M. BOUCHARD
CITY CLERK

MARCH 6, 2015
MEETINGS SCHEDULED FOR NEXT WEEK
CITY COUNCIL CHAMBER

INÊS LEITE
ASSISTANT CITY CLERK

TUESDAY, MARCH 10, 2015

6:00 P.M. COMMITTEE ON FINANCE

1. Transfers and appropriations (see #1 below)
2. Discussion with Financial Team and CliftonLarsonAllen, LLP re: independent audit (tabled 2-20-15)

AGENDA

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

PRIORITY MATTERS

1. *Transfers and appropriations
 - a. \$340,000 for Fire Department Salaries (Objected to 2-20-15)
 - b. \$105,100 for EMS Salaries (Objected to 2-20-15)

PRIORITY COMMUNICATIONS

2. *Mayor re: water and sewer proposals for services to abutting towns:
 - a. Proposed ordinance – water rates amendment
 - b. Proposed ordinance – sewer rates amendment
 - c. New Intermunicipal Agreement with the North Tiverton Fire District
 - d. New Intermunicipal Agreement with the Tiverton Wastewater District
3. *Mayor and revised TIF Agreement resolution for Amazon.com.dedc
4. *Custodian of Tax Possessions re: parcels of vacant land taken as tax possessions
5. *Annual statement of the financial condition of the Fall River Retirement System
6. Planning Board voted to recommend acceptance of Chestnut Hill Drive

COMMITTEE REPORTS

Committee on Economic Development and Tourism recommending:

Grant leave to withdraw:

7. Resolution – Plans to celebrate the 50th Anniversary of the U.S.S. Massachusetts and expanded museum exhibit at Battleship Cove
8. Resolution – Depositing of mooring fee payments and listing of moorings
9. Resolution – Pump out program fees owed to Paul Borges

ORDINANCES

Second Reading and Enrollment, as amended:

10. *Proposed ordinance – Personnel amendment

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

One Government Center • Fall River, MA 02722

TEL 508-324-2220 • FAX 508-324-2211 • EMAIL city_clerks@fallriverma.org

RESOLUTIONS

- 11. *Committee on Ordinances and Legislation meet to revisit Sections 66-32 and 66-33
- 12. *Administration and School Department representatives be invited to future meeting of the Committee on Finance to explain the deficit in net school spending
- 13. *City Council support the Kirk moment of silence amendment

CITATIONS

- 14. Eduardo Mota – 60th Birthday

ORDERS – HEARINGS FOR TONIGHT

Auto repair shop license:

- 15. James E. Noland II, 786 County Road, West Wareham, MA, d/b/a Noland's Garage located at 19 Laurel Street

Second hand article store:

- 16. ecoATM, Inc., located at 638 Quequechan Street
- 17. Holly Tavares d/b/a Stories for Our Lives Consignment located at 526 South Main Street

ORDERS – HEARINGS TO BE SCHEDULED – None

ORDERS – NO HEARING REQUIRED – None

ORDERS – MISCELLANEOUS

- 18. Police chief's report on licenses
- 19. Auto repair shop license renewal
- 20. *City Council re-appointments to the Community Preservation Committee

COMMUNICATIONS – INVITATIONS – PETITIONS

- 21. *Claims
- 22. Planning Board Minutes – February 5, 2015
- 23. Community Preservation Committee Minutes – February 12, 2015

BULLETINS – NEWSLETTERS – NOTICES

- 24. Notice of Casualty and Loss at 293 Harvard Street
- 25. Notice of Casualty and Loss at 52 Montgomery Street


City Clerk

THURSDAY, MARCH 12, 2015

5:30 P.M. COMMITTEE ON REAL ESTATE

City of Fall River, In City Council

(Councilor Michael L. Miozza)

WHEREAS, an independent audit was conducted by CliftonLarsonAllen, LLP of the City of Fall River financial statements for the year ended June 30, 2014, and

WHEREAS, the auditor has issued a report detailing deficiencies in internal control, opportunities to strengthen the city's internal control procedures and recommendations to improve the efficiency of city operations, and

WHEREAS, the City Council and the public should be informed of the City's responses to the findings identified in the audit, now therefore

BE IT RESOLVED, that the Fall River City Council Committee on Finance invite the Administration's financial team and representatives of CliftonLarsonAllen LLP to a future finance committee meeting to discuss deficiencies in internal controls and material weaknesses found in the audit and the auditors recommendations for corrective action.

In City Council, February 3, 2015
Adopted

A true copy. Attest:

Alison M. Bouchard

City Clerk

Tabled 2-20-15



City of Fall River
Massachusetts
Office of the Mayor

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2015 FEB 12 P 4:19

CITY CLERK _____
FALL RIVER, MA

C. SAMUEL SUTTER
Mayor

February 12, 2015

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

Mr. President and Members of the Honorable Council:

The following transfers are requested to meet expenditures within the FY 2015 Budget:

From	To	
EMS Retained Earnings	EMS Salaries	\$ 105,100
Property Insurance	Fire Department Salaries	\$ 340,000
TOTAL		\$ 445,100

Your approval of the attached Transfer Orders is respectfully requested.

C. Samuel Sutter
Mayor

CITY OF FALL RIVER
IN CITY COUNCIL
FEB 20 2015

a/c placed on file

1a

City of Fall River, *In City Council*

February 20, 2015

3

ORDERED:

That the sum of \$340,000 be, and the same is, hereby appropriated for the Fire Department, SALARIES from the INSURANCE EXPENSES

CITY OF FALL RIVER
IN CITY COUNCIL

FEB 20 2015

*Objected to and laid
on the table in accordance
with the Charter*

City of Fall River, *In City Council*

February 20, 2015

4

ORDERED:

That the sum of \$105,000 be, and the same is, hereby appropriated for the EMS, SALARIES from the EMS RETAINED EARNINGS

CITY OF FALL RIVER
IN CITY COUNCIL

FEB 20 2015

*Objected to and laid
on the table in accordance
with the Charter*

FY 15 Appropriation/Transfer Number Analysis #4A

Line	Original/Revised	Appropriation	Amount Transferred	New Appropriation
Fire Department, Salaries	\$	14,395,071	\$ 340,000	\$ 14,735,071
Insurance	\$	37,055,419	\$ (340,000)	\$ 36,715,419
EMS, Salaries	\$	2,527,204	\$ 105,100	\$ 2,632,304
EMS Retained Earnings (FY 14)	\$	361,680	\$ (105,100)	\$ 256,580

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



Krishan Gupta, City Auditor
2/12/2015

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2015 FEB 13 A 11:43
CITY CLERK
FALL RIVER, MA

John Nunes

From: Krishan Gupta
Sent: Wednesday, February 11, 2015 5:57 PM
To: Cathy Ann Viveiros
Cc: John Nunes
Subject: Re: Line Item Deficits

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2015 FEB 13 P 12: 30

CITY CLERK
FALL RIVER, MA

Hi Cathy,

Let me get back to you.

Regards,
Krishan Gupta
City Auditor
Fall River
508.324.2200
Kgupta@fallriverma.org

On Feb 11, 2015, at 5:18 PM, "Cathy Ann Viveiros" <cviveiros@fallriverma.org> wrote:

Hi Krishan: Please advise on these. Thanks. Cathy

From: Fire Chief [<mailto:firechief@frfd.org>]
Sent: Wednesday, February 11, 2015 11:52 AM
To: Cathy Ann Viveiros
Subject: Line Item Deficits

Cathy:

Alan Silva would like to clean up the various line-items in salaries and expenses so they are not in a negative balance.

EMS: These will vary a little when the new EMS Director is appointed and K. Ciosek's retirement is approved.

Overtime - Estimate \$90,000 needed until end of FY15 + \$11,744.56 (Blizzard)
Propose: Transfer \$101,744.56 from Salaries to Overtime

Professional Salaries (Per Diems) - Estimate \$100,000 needed until end of FY15
Out of Rank - Estimate \$1,500 needed until end of FY15
Retirement Buyout - \$3,589.64
Propose: Transfer \$100,000 from Retained Revenue to Professional Salaries (Per Diems)

Propose: Transfer \$1,500 from Retained Revenue to Out of Rank
Propose: Transfer \$3,589.64 from Retained Revenue to Retirement Buyout

Fire:

Overtime: -\$21,629.59 + \$9,639.11 (blizzard) + (\$35,000 - estimate needed for remainder of FY15) = \$66,268.70. This is for

overtime needed until the
by the Staffing Grant.

end of FY15 that is not covered

Retirement Buyouts: -\$332,100.74
Vacation Buyback: -\$41,984.06

Please advise where these funds will be coming from.

Sincerely,

Robert J. Viveiros
Fire Chief



City of Fall River
Massachusetts
Office of the Mayor

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2015 MAR -2 A 10: 04

CITY CLERK _____
FALL RIVER, MA

C. SAMUEL SUTTER
Mayor

March 2, 2015

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

Dear Councilors:

Please find enclosed proposals from Terrance Sullivan, Administrator of Community Utilities, as approved by the Water Board and Sewer Commission to expand sales of water and sewer services to the abutting towns. As I understand this concept was discussed with the City Council by Mr. Sullivan in 2014.

Your approval of the attached ordinance modifications and intermunicipal agreements is respectfully requested. Mr. Sullivan is available for any questions that you may have.

Sincerely,

C. Samuel Sutter

Enclosure



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

C. SAMUEL SUTTER
Mayor

TERRANCE SULLIVAN
Administrator

February 25, 2015

The Honorable C. Samuel Sutter, Mayor
One Government Center
Fall River, MA 02722

Dear Mayor Sutter:

It is respectfully requested that the attachments as approved by the Water Board and the Sewer Commission be submitted to the City Council for approval.

The attachments include the following:

1. Ordinance modifications for the control of water and sewer rates for other towns within Intermunicipal Agreements.
2. New Intermunicipal Agreement with the North Tiverton Fire District.
3. New Intermunicipal Agreement with the Tiverton Wastewater District.

The intent of these changes is to expand the customer base within the abutting towns to significantly increase the revenue generated.

This concept was discussed with the City Council in March of 2014. The proposals issued on February 3, 2015 that led to these votes of approval by the Water Board and Sewer Commission were copied to the City Council to keep the Council updated on the proceedings.

Please contact me if you need further information.

Respectfully,

Terrance J. Sullivan
Adm. Community Utilities

TJS/omc
Attachments

PROPOSED
ORDINANCE MODIFICATIONS
FOR
INTERMUNICIPAL AGREEMENTS

2015

City of Fall River, *In City Council*

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

Section 1

That Chapter 74 of the Revised Ordinance of the City of Fall River, Massachusetts, 1999, be amended as follows:

By striking out in Sec. 74-133, which section relates to utilities, "The city council shall establish by ordinance all rates and charges." and inserting in place thereof the following:

All rates and charges shall be established by ordinance or as included within Intermunicipal Agreements approved by the city council.

Section 2

That Appendix A-Fee Schedule of the Revised Ordinances of the City of Fall River, Massachusetts, 1999, Chapter 74, be amended, as follows:

By striking out Sec. 74-134(3), which section relates to utilities, in its entirety, and inserting in place thereof the following:

The rate for wastewater services charges shall be delineated within the Intermunicipal Agreement with the appropriate authority for the town (outside the city). Any such Intermunicipal Agreement must be approved by the city council. All out-of-city customers receiving wastewater services supplied by the City of Fall River must pay a rate no less than comparable Fall River customers.

City of Fall River, In City Council

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

That Chapter 74 of the Revised Ordinances of the City of Fall River, Massachusetts, 1999, be amended, as follows:

Section 1

By striking out Sec. 74-354, which section relates to utilities, in its entirety, and inserting in place thereof the following:

The user charge for metered water, customers outside the city, shall be as provided in the fee schedule in Appendix A to this revision.

Section 2

By striking out Sec. 74-356, which section relates to utilities, in its entirety, and inserting in place thereof the following:

The Watuppa water board shall determine and assess the water rates according to the tariff of rates adopted by the city council, and as included within Intermunicipal Agreements approved by the city council, including the water used by individuals and corporations and by the city for fire and other purposes.

Section 3

That Appendix A-Fee Schedule for the Revised Ordinances of the City of Fall River, Massachusetts, 1999, Chapter 74, be amended, as follows:

By striking out Sec. 74-354, which section relates to utilities, in its entirety, and inserting in place thereof the following:

The rate for metered water customers outside the city shall be delineated with the Intermunicipal Agreement with the appropriate authority for the town (outside the city). Any such Intermunicipal Agreement must be approved by the city council. All out-of-city customers receiving water supplied by the City of Fall River must pay a rate no less than the rate charged to Fall River customers.

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PROPOSED
INTERMUNICIPAL AGREEMENT

NORTH TIVERTON
FIRE DISTRICT

2015

City of Fall River, In City Council

ORDERED, that the Mayor, through the Watuppa Water Board, be and the same is hereby authorized to enter into the attached Intermunicipal Agreement for Drinking Water Services between the City of Fall River, Massachusetts and the North Tiverton Fire District in Rhode Island.

**AGREEMENT FOR DRINKING WATER SERVICES
BETWEEN
THE CITY OF FALL RIVER, MASSACHUSETTS
AND
THE NORTH TIVERTON FIRE DISTRICT IN RHODE ISLAND**

THIS AGREEMENT, made and entered into this _____ day of _____ 2015, by and between the City of Fall River, a Municipal Corporation within the Commonwealth of Massachusetts in the County of Bristol, acting through its Watuppa Water Board hereinafter called the "City", party of the first part, and the North Tiverton Fire District, created by Special Act of the Legislature of the State of Rhode Island and Providence Plantations, hereinafter called the District, as party of the second part;

WHEREAS, the City owns and operates a treatment works in order to treat and supply, potable water to the District and the City, and

WHEREAS, the District intends to receive the City's potable water into the District's water distribution system, and

NOW THEREFORE, in consideration of these premises and mutual benefits to be derived by the parties hereto, an Agreement is prepared in the following form:

SECTION 1. DEFINITIONS

- 1.1.1 "Metering Station" shall mean a suitable facility for measuring, recording and totalizing the flow of water from the City to the District's Water Distribution System.
- 1.1.2 "Shall" is mandatory; "may" is permissive.
- 1.1.3 "User Charges" shall mean a charge levied on users of the facilities for the cost of operation and maintenance.
- 1.1.4 "District Flow" means the amount of average daily flow of water flowing into the District from the City.
- 1.1.5 "Connection Fee" means the onetime cost assessed to an additional facility connected to the water system.
- 1.1.6 "Reservation Fee" means the cost assessed for reserved capacity above the District's agreed to working capacity.
- 1.1.7 "GPD" means gallons per day.

1.1.8 "Potable" means safe to drink as defined by the Federal Clean Water Act. This word is not used to encompass existing or new regulations related to contaminants that may increase with the age of the water, such as THM's.

1.1.9 "THM's" means trihalomethanes.

SECTION 2. RESPONSIBILITIES OF CITY

Section 2.1

The City shall operate and maintain the City's treatment facility.

Section 2.2

The City shall treat, transport and deliver potable water to the District's Water Distribution System, provided the District agrees to adopt such rules, regulations and/or by-laws as are necessary to secure compliance by system users with the standards provided for within this agreement or as otherwise may be amended or in accordance with any applicable local, State or Federal regulations.

Section 2.3

The District shall receive the City's water at a location or locations mutually agreeable to both parties, the physical location being subject to the approval of the City.

SECTION 3. RESPONSIBILITIES OF DISTRICT

Section 3.1

The District shall maintain the existing water distribution facilities within the District. If the District plans to expand water services to other areas of the District, the District shall be responsible for financing, planning, constructing and maintaining such water distribution facilities. Expansion of services to other areas of the District would require approval by the City if District flow exceeds the District's annual allotted flow.

Section 3.2

The District agrees to adopt such rules, regulations and/or by-laws as are necessary to secure compliance by system users with the standards provided within this Agreement, or as otherwise maybe amended, and to ensure conformity with the requirements of any agency of the City, the Commonwealth of Massachusetts, or any other governmental agency which might have jurisdiction covering the distribution system. The District agrees to enforce such rules, regulations and/or by-laws. The City shall have the right to require the District to take

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appropriate legal action against any system user to enforce compliance with the terms of this Agreement and user fees owed the City. The District has the right to develop and/or enforce more stringent requirements, such as metering of fire protection lines.

Section 3.3

The District agrees to assure implementation of a backflow prevention and cross connection elimination program in accordance with state law and/or Fall River Ordinance 74-257.

Section 3.4

The District agrees to work cooperatively with the City related to any infrastructure (i.e. water mains or service connections) that may cross Town boundaries both in land agreements (i.e. easements) and access for maintenance.

SECTION 4. TERM

The term of this Agreement shall continue for 10 years from the date of execution. At the end of the 10 year term, the agreement shall continue from year to year thereafter. Provided, however, that either party may terminate the same on December 31 of any year by giving written notice on or before June 30 of such year. Given the infrastructure investment, the critical public health and environmental protection issues related to this agreement; it is the intent of both parties to work to keep this agreement and future amendments continuous for the protections noted herein.

SECTION 5. IMPLEMENTATION

Section 5.1

The City agrees to provide potable water with a portion of the capacity allocated to the District. The capacity allocated based on pre-existing use and prior agreements is 450,000 GPD (164,250,000 gallons per year). As delineated in section 6; connection fees shall only be assessed to new construction and expansion.

This capacity limit can be modified by mutual agreement and addenda to the agreement. Additional reservation of flow volumes may be negotiated as per Section 9 of this agreement.

SECTION 6. PAYMENT - CAPITAL INVESTMENT

Section 6.1

All new connections (newly constructed residential, commercial or industrial buildings) to the water system shall pay a onetime fee to the City of \$1.00 per gallon of the projected flow

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pursuant to the protocols set forth in Appendix A, the standard flow projections. Non-standard facility flow projections not outlined in Appendix A shall be subject to reasonable engineering practices and estimates. The City retains the right for final approval of flow projections. A summary of said payments shall be submitted to the city quarterly.

The pre-existing flow allotted in Section 5.1 except for new construction and expansion as noted above shall be exempt from this Section. Existing residential and commercial property shall be exempt from this section except for major expansion of existing commercial property. Municipal buildings shall be exempt from this section.

For large new industrial or commercial customers projected to exceed a flow of 25,000 gallons per day; said new customers shall be limited to a maximum onetime connection fee of \$25,000.

SECTION 7. PAYMENTS: OPERATION MAINTENANCE

Section 7.1

7.1.1 The District shall make payments towards the costs of operation and maintenance of the water treatment facilities on the following basis: The District shall pay for the total flow received on a per gallon basis at a rate as follows:

- a.) The District guarantees that 48,000,000 gallons per fiscal year (64,167 ccf/year) shall be purchased and paid for regardless of use at the current rate of \$3.95/CCF. The fiscal year shall be July 1 to June 30. This rate is 55% above the standard rate charged to Fall River customers ($\$2.55/\text{ccf} \times 1.55 = \$3.95/\text{ccf}$). If user charges identified in Section 74-353 of Appendix A of the Fall River Revised Ordinances are increased or decreased, the District rate shall be increased or decreased by the proportionate percent.
- b.) For water use above 48,000,000 gallons per fiscal year, the District shall pay at a rate that is 5% above the standard rate charged to Fall River customers which currently would be a rate of $\$2.67/\text{ccf}$ ($\$2.55/\text{ccf} \times 1.05 = \$2.67/\text{ccf}$). If user charges identified in Section 74-353 Appendix A of the Fall River Revised Ordinances are increased or decreased, the District rate shall be increased or decreased by the proportionate percent.
- c.) Said 48,000,000 gallons per fiscal year (64,167 ccf/year) shall be cumulative over the fiscal year and not mandated on a monthly basis.

Billing frequency can be monthly or quarterly upon agreement by the City and the District.

7.1.2 Any costs associated with the operation and maintenance and/or capital repairs for the District's water distribution system shall be borne 100% by the District.

7.1.3 The District is responsible for assuring that all sources of water use in the District are

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properly accounted for.

- 7.1.4 The City shall invoice the District by calculating the total flow by the applicable rate. Invoices are due and payable within 30 days of receipt.
- 7.1.5 The District shall also be charged the base meter fee as prescribed in Fall River Ordinance for the master meters at the Town lines or any individual accounts that are billed directly by the City.
- 7.1.6 The District and the City shall implement a policy to credit costs for water used for operation and maintenance of the District's Water Distribution System for hydrant flushing and other approved maintenance uses. Said policy is attached as Appendix B. Said policy may be modified by approval of both the City and the District. Use of said policy must be fully documented.

SECTION 8. MEASUREMENT OF FLOW AND SAMPLING OF WATER

Section 8.1

The volume of flow used in computing the District's invoices shall be based upon readings obtained by suitable flow measurements and recording devices (master meters).

Individual lots may be measured separately if located outside of the zones for the master meters and if agreed by the CITY and the DISTRICT.

SECTION 9. RESERVATION CLAUSES

Section 9.1

Should the District desire to reserve a portion of water volume capacity to assure that their future needs are met, such reservations must be negotiated with and approved by the City as to logistics and payment schedules. Reservation volumes agreed to above the allotted capacity would be charged at a flat rate as negotiated with the City, when not used. When such volume is used, 100% of the rate shall be charged.

SECTION 10.

This agreement replaces the prior agreement dated March 3, 2009.

SECTION 11. RECORDS AND ACCESS

Section 11.1

The City and District shall maintain complete and accurate books and records concerning all matters relative to this Agreement. Such records shall be open for inspection and making copies or extracts thereof to accountants and other duly authorized representatives of the other party.

The District records shall include, but not be limited to, as built plans of all water infrastructure, service connection cards to the water system for all facilities connected to water system, and documents regarding proper operation and maintenance of the District's water system.

Section 11.2

Both the City and the District agree to make available to representatives and agents of the other for purposes of inspection all facilities and equipment related to the water system of each.

Section 11.3

The District shall provide the City with an updated list of customers connected to the water system within 90 days of execution of this agreement. Said list shall be updated and submitted to the City every five years. The District shall notify the City each time a new connection is made to the system or an undocumented/illegal connection to the system is located. Any such undocumented/illegal connections shall either be removed from the water distribution system, or shall be required to certify proper installation/materials and pay the connection fee pursuant to Section 6.1.

Section 11.4

The District shall provide the City with an updated master plan of the existing water mains, valves and hydrants to the City. The District shall update said plan and resubmit to the City when additions are made to the system and/or undocumented infrastructure is identified.

SECTION 12. SEPARATE AGREEMENTS

Any separate agreements relating to water supply between the District and adjacent municipalities which would result in additional flow from the City's water system must be reviewed and approved by the City. In any event, the District's shall in the aggregate be restricted to the approved water flow, and any increase must be formally contracted for between the District and City.

SECTION 13. NOTIFICATION OF CHANGE

The District agrees to notify the City in writing as far in advance as possible of anticipated or planned significant increases or decreases in the quantity of the water utilized from the City's water treatment facilities.

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SECTION 14. TERMINATION

Section 14.1

For any material breach of this Agreement, continued for three months after notice thereof in writing by the other party, either party may terminate this Agreement. Upon receipt of said notice, both parties will enter into discussion within thirty (30) days to assure proper termination of the Agreement. If any time during the term of this Agreement either party determines that the other party has breached the terms of this Agreement by failing to perform its obligations in accordance with all of the terms and provisions contained in this Agreement, the non-breaching party shall notify the party in breach in writing stating therein the nature of the alleged breach and directing the party in breach to cure such breach within ten (10) days. If the party in breach fails to cure said breach within ten (10) days, the non-breaching party may, at its election at any time after the expiration of said ten (10) days, terminate this Agreement by giving written notice thereof to the party in breach specifying the effective date of the termination, said date to be no less than ninety (90) days from the date of notice of breach. Upon the date specified in the notice of termination, this Agreement shall terminate. Such termination shall not prejudice or waive any rights or action which the non-breaching party may have against the party in breach up to the date of such termination.

Section 14.2

There shall be no circumstances under which the City will be obligated to return to the District any portion of the District's capital investment.

SECTION 15. QUALITY

The City assumes no responsibility, obligation or liability to the District with regard to water quality, except that the water shall be the product as provided by the City to its City users. The City acknowledges that it is required to comply with applicable EPA and Massachusetts DEP regulations.

The issue of aged contaminants such as THM's, as they increase in the District's distribution system, is the responsibility of the District to achieve compliance by operation or maintenance of the District's distribution system and/or treatment of the water for control of THM's and/or similar parameters.

In the event that there is an issue of non compliance of applicable regulations by either the City or the District, both parties agree that as long as the offending party is making reasonable efforts to return to or achieve (in the case of new regulations) compliance that it shall not be considered a breach of the agreement.

SECTION 16. EMERGENCY CONDITIONS

Section 16.1

At any time while the water level of the Reservoir at North Watuppa pond falls to or below the

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level of thirty (30) inches below "full pond" as defined by the City, or during any duly declared emergency as determined by any official of the City lawfully entitled to make such determination, the amount of water which the City shall make available as above stated shall be determined solely by the City in the exercise of its discretion. The City, however, acknowledges that during such emergencies it will treat the District no less favorably than it will treat its industrial and residential customers within the geographic limits of the City.

Section 16.2

The District agrees that, in the event of an emergency which causes the City to impose limitations or conditions upon the use of water by its customers, that it will impose and enforce the same limitations and conditions upon customers of the District.

Section 16.3

The District agrees to be subjected to and to be bound by the provisions of the Revised Ordinances of the City of Fall River as applicable to the water system. The District may implement ordinances, rules and/or regulations that are equivalent to or more stringent than the Fall River ordinances.

IN WITNESS WHEREOF, the respective parties hereto have caused this Agreement to be signed by them and have affixed their hands and seals on the day and year referred to above written.

CITY OF FALL RIVER

NORTH TIVERTON FIRE DISTRICT

Approved as to form:

BY: _____
Corporation Counsel

BY: _____

BY: _____

Watuppa Water Board

BY: _____
Mayor
City of Fall River

APPENDIX A

Calculation of Flows

Unless a variance is authorized by the Director in writing, applicants applying for a water extension or connection permit shall use the following figures in calculating daily water flow in completing the application :

WATER FLOW ESTIMATES:

<u>Type of Establishment</u>	<u>Gallons per Person per day</u>
Boarding Schools, Colleges	65
Nursing Home and Rest Home	100
School, without cafeteria, gymnasium or showers	10
School, with cafeteria, but not gymnasium or showers	15
School, with cafeteria, gymnasium and showers	20
Swimming Pool	10
Camp, resident - washroom and toilets	25
Camp, resident - mess hall	10
Camp, day - washroom and toilets	10
Camp, day - mess hall	3
Camp Ground - showers and toilets - per site	75
Gymnasium - per spectator	3
Gymnasium - per participant	25
Theater, Auditorium	3
Public Park - toilet wastes only	5
Public Park - bathhouse, showers and flush toilets	10
Factory or Industrial Plant, without cafeteria	15
Factory or Industrial Plant, with cafeteria	20
Work or Construction Camp	50
	<u>Gallons per Day</u>
Single and multiple dwelling units - per bedroom	
Motels, hotels, boarding houses	110
Tennis Club - per court	250
Bowling Alley - per alley	100
Country Club - dining room - per seat	10
Country Club - snack bar or lunch room - per seat	10
Country Club - locker and showers - per locker	20
Church - per seat	3
Church - vestry/kitchen - per person at capacity	5
Trailer, dump station - per site or per trailer	50
Mobile Home Park - per site	200
Office Building - per 1,000 sq. ft.	75

20

Dry Goods Stores - per 100 sq. ft.	5
Drive-in - per stall	5
Non-single family, automatic clothes washer per washing machine	400
Hospital - per bed	200
Service station, excluding thruway - per island	300
Skating Rink - 3,000 gallons per day plus 5 gallons per seat	300
Dog Pounds - Veterinary Clinics - per pen	50

<u>Type of Establishment</u>	<u>Gallons per Seat Or Chair per day</u>
Restaurant, food service establishment, lounge, tavern	35
Restaurant, thruway service area	150
Restaurant, kitchen flow	15
Barber Shop/Beauty Salon per chair	100

2C

APPENDIX B

**POLICY
FOR CREDIT FOR OPERATION AND MAINTENANCE
OF THE DRINKING WATER DISTRIBUTION SYSTEM**

This policy has been created to allow for hydrant flushing and other approved maintenance activities of the District's Water Distribution System for proper operation of said system and for compliance with Federal, State and/or Local regulations pursuant to Section 7.1.6 of this Inter-municipal Agreement for Drinking Water Services.

The District shall notify the Fall River Water Division of any planned maintenance activities subject to this agreement; normally expected to be periodic systematic hydrant flushing on a District wide basis.

This policy is not intended to cover Fire Department activities, water main breaks and/or incidental flow occurrences normal to a water system.

For scheduled hydrant flushing maintenance:

- The District shall notify the Fall River Water Division.
- The District and/or its assigned contractor shall record the master meter readings at the start and finish of the hydrant flushing; date(s); the start/finish times and the number of hydrants flushed.
- The District shall submit said data to Fall River. Said data sheet shall be signed by the operator conducting the flushing operation and a District Official.
- Fall River shall calculate the water usage during the flushing operation and assign a credit value of 90% of said flushing. This credit is expected to cover the hydrant flushing only and not for normal use by the District. Said credit shall be applied to the District's accounts in the Fall River MUNIS billing system.
- Fall River and the District reserve the right to question the data and calculations if said data is not consistent with historical use. Fall River and the District shall meet to resolve any such questions if they arise. Section 14.1 of the agreement applies if the questions cannot be resolved.

For other potential maintenance activities not related to hydrant flushing; The District and Fall River shall meet to agree on any other such program or procedure.

2d

PROPOSED
INTERMUNICIPAL AGREEMENT

TIVERTON
WASTEWATER DISTRICT

2015

City of Fall River, *In City Council*

ORDERED, that the Mayor, through the Fall River Sewer Commission, be and the same is hereby authorized to enter into the attached Intermunicipal Agreement for Wastewater Treatment between the City of Fall River, Massachusetts and the Tiverton Wastewater District in Rhode Island.

**AGREEMENT FOR WASTEWATER TREATMENT
BETWEEN
CITY OF FALL RIVER, MASSACHUSETTS
AND THE TIVERTON WASTEWATER DISTRICT**

THIS AGREEMENT, made and entered into this _____ day of _____ 2015, by and between the City of Fall River, a Municipal Corporation within the Commonwealth of Massachusetts, in the County of Bristol, acting through its Sewer Commission, hereinafter called the "City", party of the first part, and the Tiverton Wastewater District, created by a Special Act of the Legislature of the State of Rhode Island and Providence Plantations, hereinafter called the "District", party of the second part, and

WHEREAS, THE City owns and operates a wastewater treatment works in order to treat wastewater originating in the District and the City, and

WHEREAS, the District intends to discharge into the City wastewater collection and/or treatment works, sanitary and/or industrial wastewaters for treatment at the City's wastewater treatment works, and

NOW THEREFORE, in consideration of these premises and mutual benefits to be derived by the parties hereto, an Agreement is prepared in the following form:

SECTION 1. DEFINITIONS

Section 1.1 – For the purpose of this Agreement, the following terms are defined:

1.1.1 "Average Daily Flow" shall mean the total annual flow as measured at the metering station and/or agreed points of discharge, divided by the number of days in the year.

1.1.2 "Biochemical Oxygen Demand" (BOD) shall mean the quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory procedure in five (5) days at 20 degrees Centigrade (68 degrees Fahrenheit) expressed in milligrams per liter by weight (or pounds per day).

1.1.3 "Industrial Wastes" are the liquid wastes, other than sanitary sewage, resulting from manufacturing and/or industrial operations or processes or drains.

1.1.4 "Maximum Daily Flow" shall mean the maximum flow recorded at the metering station and/or agreed points of discharge during a 24-hour period during any calendar year.

1.1.5 "Metering Station" shall mean a suitable facility for measuring, recording, and totalizing the flow of wastewater from the District to the Fall River Sewer System.

1.1.6 "Sanitary Sewage" shall mean sewage discharging from the sanitary conveniences such as toilets, washrooms, urinals, sinks, showers, drinking fountains and from kitchens, restaurants, cafeterias and floor drains from industrial, manufacturing or process areas essentially free of industrial wastes or toxic materials.

1.1.7 "Shall" is mandatory; "may" is permissive.

1.1.8 "Total Suspended Solids" (abbreviated TSS) shall mean solids that either float on the surface of, or are in suspension in water, or sewage, or wastewater, or other liquids and which are removable by laboratory filtering, expressed in milligrams per liter by weight (or pounds per day).

1.1.9 "User Charges" shall mean a charge levied on users of the wastewater facilities for the cost of operation and maintenance.

1.1.10 "Wastewater" shall mean the spent water of the participating municipalities and may be a combination of the liquid and water carried wastes from residences, commercial buildings, industrial plants and institutions, together with any infiltration/inflow that may be present.

1.1.11 "Wastewater Treatment Facilities" shall mean all facilities for collection, conveying, pumping, treating and disposing of wastewater.

1.1.12 "District Flow" means the amount of average daily flow of wastewater flowing into the City from the District.

SECTION 2. RESPONSIBILITIES OF CITY

Section 2.1

The City shall operate and maintain the City's wastewater treatment facility.

Section 2.2

The City shall receive and dispose of the District's sanitary and industrial wastewater provided the District agrees to adopt such rules, regulations and/or by-laws as are necessary to secure compliance by system users with the standards provided for within this agreement or as otherwise may be amended or in accordance with any applicable local, State or Federal regulations.

Section 2.3

The City shall receive the District's wastewater at a location or locations mutually agreeable to both parties, all physical connections being subject to the approval of the City.

SECTION 3. RESPONSIBILITIES OF THE DISTRICT

Section 3.1

The District shall maintain the existing wastewater collection facilities, including any Flow Metering Stations or Flow Meter Facilities. If the District expands sewer services to other areas not currently serviced by the District, the District shall be responsible for financing, planning, constructing and maintaining such wastewater collection facilities. Expansion of sewer services to other areas of the District would require approval by the City if District flow exceeds the District's allotted flow.

Section 3.2

Characteristics of wastewater delivered to the City's wastewater treatment works by the District and/or any users within the District shall conform to the requirements of wastewater permitted by the City, under its sewer use ordinance as issued and amended from time to time and all applicable local, State and Federal regulations.

Section 3.3

The District agrees to adopt such rules, regulations and/or by-laws as are necessary to secure compliance by District users with the standards provided for within this Agreement, or as otherwise may be amended and to ensure conformity with the requirements of any agency of the City, the Commonwealth of Massachusetts, or any other governmental agency which may have jurisdiction covering the system. The District agrees to enforce such rules, regulations and/or by-laws. The City shall have the right to require the District to take appropriate legal action against any user connected to the District's sewer collection system to enforce compliance with the terms of this Agreement and user fees owed to the City.

Section 3.4

As the City has implemented a federally approved Industrial Pretreatment Program and retains the responsibility to protect the Treatment Facility and receiving waters from industrial interference, the District shall convey the right to the City to take appropriate legal action against any system user to enforce compliance with the District's Sewer Use Ordinance. This includes, but is not limited to requiring industrial users to self monitor their discharge and report the results of Self Monitoring activities to the City as prescribed in the industrial user's Discharge Permit; install the proper pretreatment systems if necessary; to submit to inspections for the purpose of documenting compliance; to allow the City to issue industrial discharge permits; and to levy fines or terminate discharge rights for continued non-compliance. All significant industrial users shall obtain and maintain an industrial discharge permit with the city and any other applicable permits.

Section 3.5

The District agrees that the discharge of sanitary and/or industrial wastes containing heavy metals, cyanide and/or toxicity will not be allowed. All wastes to be discharged must be in accordance with the City's Industrial Pretreatment Guidelines presently in effect or any other which may take effect in the future.

Section 3.6

The District hereby agrees that at no time will they intentionally allow the discharge of wastewaters which are economically and/or technically more burdensome to treat than those described in this Section.

Section 3.7

The District hereby agrees that stormwater will not be allowed to enter the sewer system, and inflow and infiltration will be reasonably controlled and minimized.

SECTION 4. TERM

The term of this Agreement shall continue for 20 years from the date of execution. At the end of the 20 year term; the Agreement shall continue from year to year thereafter until a new Agreement is executed. Given the infrastructure investment, the critical public health and environmental protection issues related to this agreement; it is the intent of both parties to work to keep this agreement and future amendments continuous for the protections noted herein.

SECTION 5. IMPLEMENTATION

Section 5.1

The City agrees to provide wastewater treatment facilities with a portion of the capacity allocated to treat wastewater from the District. The capacity allocated to the District is 2.0 Million Gallons of average daily flow in any month and a peak flow not to exceed 6.0 Million Gallons in any day. This capacity limit may be adjusted by mutual agreement and addenda to the agreement.

Section 5.2

The District shall be allocated 4,170 pounds per day of BOD and 4,170 pounds per day of TSS.

SECTION 6. IMPACT FEE TO NEW USERS

Section 6.1

All new connections (newly constructed residential, commercial and industrial buildings) to the collection system shall pay a onetime fee to the City of \$1.00 per gallon of the projected flow. Appendix A identifies standard flow projections for various types of residential, commercial and industrial establishments. Non standard facility flow projections not outlined in Appendix A shall be subject to reasonable engineering practices and estimates. The City retains the right for final approval of flow projections. A summary of said payments shall be included in the summary of wastewater flows submitted quarterly by the District.

Existing residential and commercial property shall be exempt from this section except for significant expansion of commercial or industrial property. Municipal buildings shall be exempt from this section. For large new industrial or commercial customers projected to exceed a flow of 25,000 gallons per day, the maximum onetime impact fee shall be limited to \$25,000.

SECTION 7. PAYMENTS: OPERATION MAINTENANCE

Section 7.1

7.1.1 The District shall make payments towards the costs of operation and maintenance of the wastewater treatment facilities on the following basis: The District shall pay for the total sewer flow discharged on a per gallon basis at a rate as follows:

- a.) The District guarantees that 30,000,000 gallons per fiscal year (40,107 ccf/year) shall be purchased and paid for regardless of use at the current rate of \$6.49/ccf. For fiscal years 2016 and 2017 the minimum shall be 29,000,000 gallons per fiscal year. The fiscal year shall be July 1 to June 30. This rate is 55% above the standard rate charged to Fall River customers ($\$4.19/\text{ccf} \times 1.55 = \$6.49/\text{ccf}$). If user charges identified in Section 74 of Appendix A of the Fall River Revised Ordinances are increased or decreased, the District rate shall be increased or decreased by the same proportionate percent.
- b.) For sewer discharge above 30,000,000 gallons per fiscal year, the District shall pay at a rate that is 5% above the rate charged to Fall River customers. The current Fall River rate is \$4.19/ccf, therefore the rate charged to the District would be \$4.39/ccf ($\$4.19/\text{ccf} \times 1.05 = \$4.39/\text{ccf}$). If user charges identified in Section 74 Appendix A of the Fall River Revised Ordinances are increased or decreased, the District rate shall be increased or decreased by the same proportionate percent.
- c.) Said 30,000,000 gallons per fiscal year (40,107 ccf/year) shall be cumulative over the fiscal year and not mandated on a monthly basis. Billing frequency can be monthly or quarterly upon agreement by the City and the District.

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- 7.1.2 Any costs associated with the operation and maintenance and/or capital repairs for the District's sewer system shall be borne 100% by the District.
- 7.1.3 The District is responsible for assuring that all sources of sewer use in the District are properly accounted for.
- 7.1.4 Failure of the District to make payments within 30 days due can be cause for application of interest charges at 14% per annum.

SECTION 8. MEASUREMENT OF FLOW AND SAMPLING OF WASTEWATER

Section 8.1

The volume of flow used in computing the District's payments shall be based upon readings obtained by suitable flow measurements and recording devices (subject to approval by the City) operated and maintained by the District. The preferred method of measuring flow into the city is by mass flow meters located at each point where wastewater is discharged into the City. Currently three (3) points meet this criteria, the 24" Diameter gravity sewer in Foote Street, the Pumping Station at Mill Street and the Pumping Station at Hurst Lane. It is agreed that, currently there is insufficient flow at Foote Street (the bulk of the wastewater flow into the City) to allow the metering station to accurately measure flow. Until such time as the flow increases to a point where wastewater flow can be accurately measured, the City agrees to accept sewer usage payments based upon water consumption measurements of the North Tiverton Fire District, and/or Stone Bridge Fire District. Users who rely on private wells and are not serviced by the Fire Districts or Water Authorities shall install water meters.

8.1.1 It shall be the responsibility of the District to read said water meters and insure that they accurately record the amount of water used by these customers. In the event that a water meter is not available then flow shall be based upon the projected flows as detailed in APPENDIX A or an agreed upon alternate daily flow agreed upon in advance by the City.

8.1.2 The District shall be responsible for inspecting and maintaining the accuracy and reliability of all flow metering and recording equipment. All costs incurred by the District to inspect and maintain flow recording devices and equipment shall be borne by the District. The City shall be advised of the results of any test on the equipment and the methods employed.

Section 8.2

The City and District hereby agree that the determination of character and concentration of wastewater and the associated sampling technique shall be in accordance with the latest edition of "Standard Methods for the Examination of Water and Wastewater" published jointly by the Public Health Association (APHA), the American Water Works Association (AWWA)

2d

and the Water Environment Federation (WEF), or any other method mutually agreed upon by the City and District.

8.2.1 The sampling and determination of the character and concentration of District's wastewater shall be performed by the District if needed. The sampling location will be mutually agreed upon by the District and the City. All costs for sampling and analysis shall be the responsibility of the District.

8.2.2 Samples shall be collected by the District in such a manner as to be representative of the actual quality of the wastewater if needed.

8.2.3 The results of the wastewater sampling and analytical program shall be reported to the City upon request and in accordance with the City's Industrial Pretreatment Program.

8.2.4 The City shall be given full and free access to the District's wastewater metering station (s) as required for the purposes of inspection, measurement, sampling and testing.

8.2.5 In the event the metering equipment is temporarily out of order or service for any reason the volume of wastewater and strength will be based on the period representing the highest volume and strength unless otherwise agreed by both parties on the basis of past experience.

8.2.6 The District shall notify the Sewer Commission immediately in the event that the metering equipment is out of order or service.

8.2.7 The District shall be responsible for facilitating repairs of the metering equipment and the costs associated with said repairs.

SECTION 9. RESERVED

SECTION 10. CAPITAL IMPROVEMENTS

In the event that the City must undertake major repairs, replacement, or add to the joint wastewater collection and treatment facilities or is directed or ordered to provide a higher degree of treatment in the future, or to otherwise modify the process from that contemplated at the time of execution of this Agreement, the net capital cost of such replacement or additional facilities shall be included in the user fee.

SECTION 11. RECORDS AND ACCESS

Section 11.1

The City and District shall maintain complete and accurate books and records concerning all matters relative to this Agreement. Such records shall be open for inspection and making

copies or extracts thereof to accountants and other duly authorized representatives of the other party.

The District records shall include, but not be limited to, as built plans of all sewers, schematics of all connections to sewer, building permits for all facilities connected to sewer, and documents regarding proper operation and maintenance of the District's sewers.

Section 11.2

Both the City and the District agree to make available to representatives and agents of the other for purposes of inspection all facilities and equipment related to each other's wastewater systems .

SECTION 12. SEPARATE AGREEMENTS

Any separate agreements relating to wastewater collection and treatment between the District and adjacent municipalities which would result in additional discharges to the City's sewer system must be reviewed and approved by the City. In any event, the District shall in the aggregate be restricted to the wastewater strengths and flows authorized in this agreement, and any increase must be formally contracted for between the District and City.

SECTION 13. NOTIFICATION OF CHANGE

The District agrees to notify the City in writing as far in advance as possible of anticipated or planned significant increases or decreases in the quantity and/or quality of the wastes to be discharged to the City's wastewater treatment facilities.

SECTION 14. TERMINATION

Section 14.1

For any material breach of this Agreement, continued for three months after notice thereof in writing by other party, either party may terminate this Agreement. Upon receipt of said notice, both parties will enter into discussion within thirty (30) days to assure proper termination of the Agreement.

Section 14.2

There shall be no circumstance under which the City will be obligated to return to the District any portion of the District's capital investment.

2d

Section 14.3

The City maintains the right of refusal to accept the District's waste if any section or subsection of this Agreement is materially violated that could endanger the treatment facilities, public health or the environment. The District shall be notified in writing, and the District shall be granted ninety (90) days to respond to a purported violation of this Agreement. If the matter is of immediate danger to the treatment facilities, public health or the environment, the City retains the right of immediate refusal.

SECTION 15. AMENDMENTS

Section 15.1

No amendments to this Agreement shall be effective until adopted by the Fall River City Council.

SECTION 16. DISTRICT BOUNDARIES

The District agrees to work cooperatively with the City related to any infrastructure (i.e. sewer mains or services) that may cross District boundaries both in land agreements (i.e. easements) and access for maintenance.

The City agrees to allow the District at no additional cost other than normal tie-in fees to connect isolated properties located on the border of the City and the Town where existing City sewers have the capacity to accept wastewater from said property and it would be cost prohibitive to extend redundant District sewer lines to service the property. City permitting and inspection of all work within the City and/or on sewers maintained by the City shall be required.

The District agrees to allow the City to connect and maintain a sewer from the Lake Avenue neighborhood within the City to the sewer line owned by the District within the Watuppa Plantations development at no cost to the city. The City further agrees to accommodate an equitable credit if the wastewater discharge from the Hurst Lane Pumping station is measured by a master meter at some time in the future so that the District is not paying for wastewater generated by the City.

SECTION 17. AGREEMENT REPLACEMENT

This Agreement replaces the prior Agreement with the Town of Tiverton dated June 25, 1996.

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IN WITNESS WHEREOF, the respective parties hereto have caused this Agreement to be signed by them and have affixed their hands and seals on the day and year referred to above written.

FALL RIVER SEWER COMMISSION

CITY OF FALL RIVER

Mayor

Corporation Counsel Attesting
to Form and Manner of Execution

TIVERTON WASTEWATER DISTRICT

By: _____

APPENDIX A

Calculation of Flows

Unless a variance is authorized by the Director in writing, applicants applying for a sewer extension or connection permit shall use the following figures in calculating daily sewage flow in completing the application:

SEWAGE FLOW ESTIMATES:

<u>Type of Establishment</u>	<u>Gallons per Person per day</u>
Boarding Schools, Colleges	65
Nursing Home and Rest Home	100
School, without cafeteria, gymnasium or showers	10
School, with cafeteria, but not gymnasium and showers	15
School, with cafeteria, gymnasium and showers	20
Swimming Pool	10
Camp, resident – washroom and toilets	25
Camp, resident – mess hall	10
Camp, day – washroom and toilets	10
Camp, day – mess hall	3
Camp Ground – showers and toilets – per site	75
Gymnasium – per spectator	3
Gymnasium – per participant	25
Theater, Auditorium	3
Public Park – toilet wastes only	5
Public Park – bathhouse, showers and flush toilets	10
Factory or Industrial Plant, without cafeteria	15
Factory or Industrial Plant, with cafeteria	20
Work or Construction Camp	50

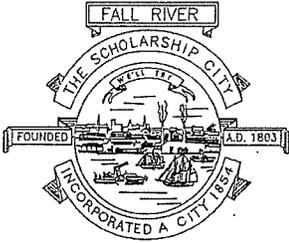
Gallons per day

Single and multiple dwelling units – per bedroom, motels, hotels, boarding houses	110
Tennis Club – per court	250
Bowling Alley – per alley	100
Country Club – dining room – per seat	10
Country Club – snack bar or lunch room – per seat	10
Country Club – locker and showers – per locker	20
Church – per seat	3
Church – vestry/kitchen – per person at capacity	5
Trailer, dump station – per site or per trailer	50
Mobile Home Park – per site	200

2d

Office Building – per 1,000 sq. ft.	75
Dry Goods Stores – per 100 sq. ft.	5
Drive-in – per stall	5
Non-single family, Automatic clothes washer – per washing machine	400
Hospital – per bed	200
Service Station, excluding thruway – per island	300
Skating Rink – 3,000 gallons per day plus 5 gallons per seat	300
Dog Pounds – Veterinary Clinics – per pen	50

<u>Type of Establishment</u>	<u>Gallons per Seat or Chair per day</u>
Restaurant, food service establishment, lounge, tavern	35
Restaurant, thruway service area	150
Restaurant, kitchen flow	15
Barber Shop/Beauty Salon per chair	100



City of Fall River
Massachusetts
Office of the Mayor

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2015 MAR -5 P 2:11

CITY CLERK _____
FALL RIVER, MA

C. SAMUEL SUTTER
Mayor

March 5, 2015

Honorable Joseph D. Camara
President
Fall River City Council
One Government Center
Fall River, MA 02722

Dear Council President Camara:

Attached for your information, review and City Council action, please find a revised draft (Tax Increment Financing) TIF Agreement for Amazon.com.dedc ("Amazon"). Please note that Amazon is seeking real property tax and personal property benefit approval from the Fall River City Council and Commonwealth of Massachusetts Economic Assistance Coordinating Council. In addition, Amazon will be seeking Investment Tax Credits through the Economic Assistance Coordinating Council. With the approval of the City Council, the Resolution, TIF Agreement and all other corresponding documents will be forwarded to the State of Massachusetts' Economic Assistance Coordinating Council for final approval.

Amazon plans to construct a 1,000,000 s/f building on 93 +/- acres within the Southcoast Life Science and Technology Park at Fall River. The construction of this project is estimated to result in a minimum capital investment of \$50 million and create five hundred (500) new, permanent full-time employment opportunities.

The TIF Board, established by City Council ordinance on November 29, 1994, met on March 5, 2015 and approved this project. I respectfully request that the City Council also look favorably upon this project and approve the TIF Agreement as presented, subject to EACC approval.

Thank you for your time and attention to this matter. If you have any questions or need any additional information, please do not hesitate to contact me.

Sincerely,

C. Samuel Sutter
Mayor

Attachments

cc: City Council Members

City of Fall River, *In City Council*

RESOLUTION

APPROVING CERTIFIED PROJECT APPLICATION
AND
TAX INCREMENT FINANCING AGREEMENT
BETWEEN
THE CITY OF FALL RIVER,
AND
AMAZON.COM.DEDC, LLC

WHEREAS, the Project is or shall hereafter be designated a Certified Project as defined in Massachusetts General Laws Chapter 23A, Section 3A, and 402 C.M.R. 2.03; and

WHEREAS, Amazon.com.dedc, Llc. plans to designate a purchaser of the Property who will construct approximately 1,000,000 square feet of space at the Property, together with parking facilities and other improvements located thereon; and

WHEREAS, the Amazon.com.dedc, Llc., beginning on or after the Effective Date of this Agreement, will create 500 new, permanent full-time employment opportunities open to qualified residents of Fall River and Freetown and the ETA by no later than June 30, 2019; and

WHEREAS, the Construction of the Project Area is estimated to result in capital investment of \$50,000,000, including expenditures on land, construction, infrastructure, equipment and other real and personal property; and

WHEREAS, the parties to the Agreement desire to enter into this TIF Agreement which shall pertain solely to that portion of the Property, Project Area and Project located within the City, and which shall be in accordance with the Massachusetts Economic Development Incentive Program (the "EDIP") and Chapter 23A of the Massachusetts General Laws; and

WHEREAS, the City strongly supports increased economic development to provide additional jobs for residents of Fall River and the ETA, to expand business within the City, and to develop a healthy economy and stronger tax base; and

WHEREAS, the Project and its related job creation will further the economic development goals and criteria established for the ETA and associated Economic Opportunity Area ("EOA"); and

WHEREAS, the proposed Certified Project is located at 900 Innovation Way, Fall River, Massachusetts within the SouthCoast Science and Technology Park and, and

WHEREAS, the City has agreed to offer, Amazon.com.dedc, Llc a Tax Increment Financing Agreement and said Agreement was approved by the City of Fall River Tax Increment Finance Board on Thursday, March 5, 2015;

NOW, THEREFORE, BE IT RESOLVED, that the City of Fall River approves the Certified Project Application and Tax Increment Financing Agreement of Amazon.com.dedc, Llc. and forwards said application for certification to the Massachusetts Economic Assistance Coordinating Council for its approval and endorsement.

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TAX INCREMENT FINANCING AGREEMENT

BETWEEN

2015 MAR -5 P 2:12

THE CITY OF FALL RIVER,
AMAZON.COM.DEDC, LLC

AND

CITY CLERK
FALL RIVER, MA FALL RIVER REDEVELOPMENT AUTHORITY

This TAX INCREMENT FINANCING AGREEMENT (this "TIF Agreement" or this "Agreement") is made by and between the City of Fall River (the "City"), the Fall River Redevelopment Authority (the "Owner"), and Amazon.com.dedc, LLC (the "Company") as of March , 2015 (the "Effective Date").

WHEREAS, the City is a Massachusetts municipal corporation acting through its City Council, having its principal office located at One Government Center, Fall River, Massachusetts; and

WHEREAS, the Company is a Delaware limited liability company, authorized to do business in Massachusetts; and

WHEREAS, the Owner is the fee owner of the parcel of land located partially within the Town of Freetown (the "Town") and partially within the City, which parcel has a street address of 900 Innovation Way, Fall River, Massachusetts 02722 (the "Property"), as further depicted as Lot 6_ on the Town of Freetown Assessors Map 236 and Lot 183 on the City of Fall River Assessors Map W-9; and

WHEREAS, the Company plans to designate a purchaser of the Property (the "Purchaser") who will construct approximately 1,000,000 square feet of space at the Property, together with parking facilities and other improvements located thereon (hereinafter, the leased space is defined as the "Project Area"); and

WHEREAS, the Project Area is to be located within one or both of the Fall River and Freetown Economic Target Areas as that term is used in Massachusetts General Laws, Chapter 23A, Section 3D, and referred to below as the "ETA"; and

WHEREAS, the Company, beginning on or after the Effective Date of this Agreement, will create 500 new, permanent full-time employment opportunities open to qualified residents of Fall River and Freetown and the ETA by no later than June 30, 2019; and

WHEREAS, the Construction of the Project Area is estimated to result in a minimum capital investment of \$50,000,000, including expenditures on land, construction, infrastructure, equipment and other real and personal property (the "Project"); and

WHEREAS, the Project is or shall hereafter be designated a Certified Project as defined in Massachusetts General Laws Chapter 23A, Section 3A, and 402 C.M.R. 2.03; and

WHEREAS, the parties to this Agreement desire to enter into this TIF Agreement which shall

pertain solely to that portion of the Property, Project Area and Project located within the City, and which shall be in accordance with the Massachusetts Economic Development Incentive Program (the "EDIP") and Chapter 23A of the Massachusetts General Laws; and

WHEREAS, the City strongly supports increased economic development to provide additional jobs for residents of Fall River and the ETA, to expand business within the City, and to develop a healthy economy and stronger tax base; and

WHEREAS, the Project and its related job creation will further the economic development goals and criteria established for the ETA and associated Economic Opportunity Area ("EOA"); and

WHEREAS, the City Council approved this Agreement at a City Council meeting on March 10, 2015;

NOW, THEREFORE, in consideration of the mutual promises of the parties contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and contingent upon receipt of authorization from the City Council and in accordance with applicable law, the parties hereby agree as follows:

A. THE CITY'S OBLIGATIONS

1. The City Council approved the provisions of this TIF Agreement on March 10, 2015 pursuant to the Resolution attached hereto as Exhibit A. The City hereby authorizes the Mayor to execute this TIF Agreement on the City's behalf, and to monitor and enforce compliance by the Company and the Owner (or Purchaser upon assignment) with the terms of this TIF Agreement. The Mayor is authorized to act for and on behalf of the City in proceedings relating to the approval of this Agreement by the Massachusetts Economic Assistance Coordinating Council (the "EACC").
2. A TIF exemption (the "Exemption") for the Project and Project Area is hereby granted to the Company by the City in accordance with Massachusetts General Laws Chapter 23A, Section 3E; Chapter 40, Section 59; and Chapter 59, Section 5, Clause Fifty-first. The Exemption shall be for a period of fifteen (15) years (the "Exemption Term"), commencing on July 1, 2017 (the beginning of fiscal year 2018) and ending on June 30, 2032 (the end of fiscal year 2032). Half of the Exemption is based on the Company's commitment to meet the Job Target and half of the Exemption is based on the Company's commitment to meet the Investment Target. Failure by the Company to meet those targets and the City's remedies are addressed below in Section B(4). The Exemption shall pertain both to real and to personal property taxes, according to the following schedules:

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 MAY 5 P 2:12
 FALL RIVER, MA

REAL PROPERTY TAX
EXEMPTION SCHEDULE

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2015 MAR -5 P 2: 12

CITY CLERK
FALL RIVER, MA

REAL PROPERTY EXEMPTION	
Fiscal Year	Exemption Percentage
2018	100%
2019	100%
2020	100%
2021	100%
2022	75%
2023	75%
2024	75%
2025	50%
2026	50%
2027	50%
2028	50%
2029	25%
2030	25%
2031	25%
2032	25%

PERSONAL PROPERTY TAX
EXEMPTION SCHEDULE

PERSONAL PROPERTY EXEMPTION	
Fiscal Year	Exemption Percentage
2018	100%
2019	100%
2020	100%
2021	100%
2022	75%
2023	75%
2024	75%
2025	50%
2026	50%
2027	50%
2028	50%
2029	25%
2030	25%
2031	25%
2032	25%

RECEIVED

2015 MAR -5
CITY CLERK
FALL RIVER, MA

3. The base valuation for the Exemption shall be the assessed valuation of that portion of the Project Area that lies within the municipal boundary of the City. The "Base Year" means the fiscal year that includes the Effective Date. Consequently, the base valuation for the real property to the Project Area will be determined as of January 1, 2016; provided, however, that the boundary for such real property is subject to adjustment up to January 1, 2016 (to reflect the bounds of the actual parcel transferred by Owner to Purchaser). As provided in 760 C.M.R. 22.05(4)(d), see 402 C.M.R. 2.22, the Project shall become eligible for the Exemption on the July 1st following the date on which the EACC approves the TIF Plan, which is expected to be on or about June 23, 2015. However, in order to accommodate the planned construction and fit up the Project Area, the commencement date for the TIF Agreement shall be delayed until June 30, 2017. Therefore, the Exemption will commence on July 1, 2017, which is the beginning of fiscal year 2018. In the event EACC approves this Agreement later than expected, the Base Year, the Exemption Term, and the fiscal years identified in Section A(2) above shall be adjusted automatically (and the Agreement shall be amended accordingly) solely to the extent necessary to comply with the requirement that the Project become eligible for the Exemption on the July 1 following the date of such approval.

4. The base valuation shall be adjusted annually by an adjustment factor, which reflects increased or decreased commercial and industrial property values within the community, as provided in Chapter 40, Section 59 of the Massachusetts General Laws and in 760 C.M.R. 22.05(4)(b), see 402 C.M.R. 2.22. This adjusted base valuation will remain fully taxable (i.e., the Exemption shall not apply to or be calculated with respect to the adjusted base valuation and no portion of the adjusted base valuation shall be eligible for exemption from Chapter 59 property taxation) throughout the term of this TIF Agreement, only the increased value or "increment" created by improvements will be the amount eligible for exemption from taxation.

5. In accordance with Massachusetts General Laws Chapter 59, Section 5, Clause Fifty-First, the Company's personal property exemption in each fiscal year during the Exemption Term shall be the Exemption Percentage for that year, as identified in Section A(2) above, multiplied by the depreciated value of the taxable personal property situated at that portion of the Property or Project Area located within the City.

6. No party to this Agreement may assign this Agreement without the prior written consent of the other parties, except that (a) the Company may assign this Agreement to an Affiliate or in connection with any merger, reorganization, sale of all or substantially all of its assets or any similar transaction; and (b) the Owner agrees to assign this Agreement to a purchaser of the Property designated by the Company in connection with such transfer. The parties agree and acknowledge that the Fall River Redevelopment Authority is entering into this Agreement solely in its capacity as the present record owner of the fee title to the Property and that upon sale of the Property to the Purchaser and assignment to the Purchaser of this Agreement, the Fall River

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 FALL RIVER, MA

Redevelopment Authority will be released of all its obligations under this Agreement, and the Purchaser will be deemed to be Owner under this Agreement for all purposes effective as of the date of such assignment. This Agreement will be binding upon, inure to the benefit of, and be enforceable by the parties and their respective successors and assigns. "Affiliate" means any entity that directly or indirectly controls, is controlled by, or is under common control with the Company.

B. THE COMPANY'S OBLIGATIONS AND THE OWNER'S OBLIGATIONS.

1. In consideration for the Exemption, the Company agrees:
 - a. [Reserved]
 - b. To encourage the Purchaser to use local contractors on the Project, where practicable;
 - c. To make or cause to be made, by no later than June 30, 2019 (the "Compliance Date"), minimum capital improvements of approximately \$50,000,000 (the "Investment Target"), which includes any investment in real and personal property, including, by way of example only, land, buildings, building and construction materials, HVAC systems, equipment, furniture and infrastructure ("Capital Investment");
 - d. [Reserved]
 - e. To create 500 permanent full-time employees (as "permanent full-time employee" is defined in 402 C.M.R. 2.03) by no later than June 30, 2019 (the "Job Target"); and
 - f. To use commercially reasonable efforts to cooperate with Bristol County Workforce Investment Board, the local Office of the Massachusetts Department of Employment and Training and other agencies, as appropriate, in seeking to fill open Company positions as they arise, and to operate a job outreach program whereby Fall River and Freetown residents are made aware of available employment opportunities.
2. The Company agrees to submit annual reports in the form attached as Exhibit B (each an "Annual Report") on job creation, job retention and Capital Investment at the Property, Project Area and Project to the City and EACC each year beginning with Fiscal Year 2017. The Annual Report shall include the number of permanent (regular) full and part-time jobs created and the number of people hired from within the City, both annually and on a cumulative basis; the value of the Capital Investments subject to the Exemption made with respect to the Property, Project Area and Project, both annually and on a cumulative basis; and the amount of property taxes paid to the City, both annually and on a cumulative basis.
3. Except as otherwise provided in Section A(6) above, if at any time during the

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Exemption Term while this Agreement remains in effect, the Company (or an Affiliate or successor to the business) ceases to operate at the Project Area, the City may demand, and the Company agrees to pay upon such demand, an amount equal to the real and personal property taxes abated under this Agreement during the fiscal year immediately preceding the fiscal year in which the Company ceased to operate at the Project Area.

- 4. Except to the extent that this Agreement or applicable law require otherwise, the remedies set forth in this Section are the sole and exclusive remedies available upon a violation, default or Breach of this Agreement. A party will be deemed to be in 'Breach' of this Agreement only if: (i) it fails to substantially comply with any material provision of this Agreement; and (ii) it does not cure such failure within a reasonable period of time following delivery to it of notice by the other party describing such failure in reasonable detail, which period will not be less than 120 days. City agrees and acknowledges that the Company's representations, warranties, covenants, agreements and performance obligations under this Agreement are limited to and apply exclusively to the operations of the Company at the Property and any determination as to whether the Company is in violation, default or Breach of this Agreement will be limited to the Company's operations at that portion of the Property that is located within the City. City also agrees and acknowledges that any violation, default or Breach of a tax increment financing agreement for the Property, the Project Area, or the Project as between the Town, the Owner (or Purchaser), and the Company shall not, in and of itself, constitute a breach of this TIF Agreement, but rather the two agreements exist separate and apart from one another and the rights of the parties shall be determined solely by reference to the agreement to which they are party. In the event of a Breach for which this Agreement does not provide a specific remedy, either party may pursue any legal or equitable remedies they may have under this Agreement or applicable law.

Job and Investment Targets

In the event that the Company fails to meet the Investment Target by a margin of more than 20% (i.e. the Company fails to reach at least 80% of the Investment Target) on the Compliance Date, as the City's sole and exclusive remedy, the City may elect to amend this Agreement to reduce the percentage of the Exemption for each remaining year of the Agreement by up to one half. Likewise, in the event that the Company fails to meet the Job Target by more than 20% (i.e. the Company fails to reach at least 80% of the Job Target) on the Compliance Date, as the City's sole and exclusive remedy, the City may elect to amend this Agreement to reduce the Exemption for each remaining year of the Agreement by up to one half. For the sake of clarity, half of the Exemption percentage for a given year is attributed to the Investment Target and half is attributed to the Job Target. The remedies of the City for the failure of the Company to satisfy the Investment Target and Job Target are additive. The City may also elect, at the City's sole discretion, to extend the Compliance Date to allow the Company additional time to meet the Job Target and Investment Target, in which case its rights under this Section will pause until such

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later Compliance Date. The City acknowledges and agrees that so long as the Company reaches at least 80% of both the Job Target and Investment Target, the City shall not be entitled to any remedy under this Agreement. The amount of any such reduction to the Exemption percentages shall be calculated as follows:

CITY CLERK
FALL RIVER, MA

Step 1. Take the Exemption % for the applicable year and divide by 2.

Step 2. Divide the Company's Capital Investment as of the Compliance Date by the Investment Target.

Step 3. Multiply the fraction obtained in Step 2 above by the percentage obtained in Step 1, the result will be the Exemption % attributable to the Company's Capital Investment for the year in question.

Step 4. Take the original Exemption % for the applicable year (the same as the input used for Step 1) and divide by 2.

Step 5. Divide the number of full-time employment positions actually created by the Company as of the Compliance Date by the Job Target.

Step 6. Multiply the fraction obtained in Step 5 above by the percentage obtained in Step 4, the result will be the Exemption % attributable to the Company's job creation for the year in question.

Step 7. Add the percentages obtained in Step 3 and Step 6 to obtain the amended Exemption percentage for the year in question.

For example, if the Exemption % for year 2020 is 100% and the Company made Capital Investments of \$30M and created 200 full-time employment positions, each as of the Compliance Date, the calculations would be:

Step 1. Divide 100% by 2 = 50%

Step 2. Divide \$30M by \$50M = 0.6

Step 3. Multiply 0.6 (result from Step 2) by 50% (result from Step 1) = 30%

Step 4. Divide 100% by 2 = 50%

Step 5. Divide 200 by 500 = 0.4

Step 6. Multiply 0.4 (result from Step 5) by 50% (result from Step 4) = 20%

Step 7. Add 30% (result from Step 3) to 20% (result from Step 6) = 50%

In this example, the Exemption percentage for year 2020 would be amended down

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from 100% to 50% (and all other Exemption percentages remaining in the Exemption Term would also be reduced by 50%).

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FALL RIVER

The remedies set forth in this Section are the sole and exclusive remedies of the City for a Breach by the Company of its obligations under this Agreement. All remedies are prospective and not retrospective and failure by the Company to satisfy either the Job Target or the Investment Target shall not constitute grounds to decertify the Project, rescind the TIF Agreement, or recapture any Exemption realized by the Company prior to the Compliance Date and shall not affect the Exemption percentages for years ending prior to the Compliance Date.

- 5. The City acknowledges that so long as the Project Area is located in both the City and the Town, the benefits of the Project inure to the residents of both the City and the Town, and the Company is under no obligation to favor the residents of one over the other in filling openings. Nothing in this Agreement obligates the Company to employ a certain quota or percentage of residents of each of the City or the Town.

C. OTHER CONSIDERATIONS.

- 1. Pursuant to 760 C.M.R, 22.05(8) (d), see 402 C.M.R. 2.22, this Agreement shall be binding upon the Company and its successors and assigns, and upon the Owner (or Purchaser upon assignment) and its successors and assigns, so long as the Project's certification has not been revoked by EACC.
- 2. Except as otherwise specified herein, this Agreement is subject to Massachusetts General Laws Chapter 23A, Sections 3A through 3F inclusive; Chapter 40, Section 59; and Chapter 59, Section 5, Clause Fifty-First.
- 3. The Owner (or Purchaser upon assignment) shall pass along to the Company all real and personal property tax savings resulting from this Agreement. This Agreement shall be binding upon and inure to the benefit of subsequent owners of the Property.
- 4. Should any part, term or provision of this Agreement be determined by any court of competent jurisdiction to be illegal or invalid, the validity of the remaining parts, terms, and provisions shall not be affected thereby and said illegal or invalid part, term of provision shall be deemed not to be a part of this Agreement.
- 5. Notices under this Agreement are sufficient if given by nationally recognized overnight courier service, certified mail (return receipt requested), facsimile with electronic confirmation, or personal delivery to the other party at the address below. If no address is listed for a party, notice to such party will be effective if given to the last known address. Notice is effective: (a) when delivered personally, (b) 3 business days after sending by certified mail, (c) on the business day after sending by a nationally recognized courier service, or (d) on the business day after sending by facsimile with electronic confirmation to the sender. Each party may update its contact information by notice to the other. Routine business and technical

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correspondence must be in English, and may be in electronic form. All legal notices given under this Agreement must be written, in non-electronic form, and in English, and will be effective when received.

The contact information for each party is as follows:

City

City of Fall River
Attention: Mayor
One Government Center
Fall River, Massachusetts 02722
Fax: 508-324-2626
Email: mayor@fallriverma.org

Owner

Fall River Redevelopment Authority
Attention: Kenneth Fiola Jr.
One Government Center
Fall River, Massachusetts 02722
Fax: 508-677-2840
Email: kenfiolajr@aol.com

Company

Attn: Chief Operating Officer, Tax
410 Terry Avenue North
Seattle, WA 98109
Fax: 206-266-7010

With a copy to:

Attn: General Counsel (Real Estate)
410 Terry Avenue North
Seattle, WA 98109
Fax: (206) 266-7010
Email: contracts-legal@amazon.com

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FALL RIVER, MA

- 6. Notwithstanding anything to the contrary in this Agreement, neither the Company nor any of its Affiliates shall be liable for: (a) any indirect, reliance, exemplary, incidental, speculative, punitive, special, consequential or similar damages that may arise in connection with this Agreement, (b) any lost or foregone tax revenues, or (c) any damages, liabilities, fees, costs, expenses, penalties, diminishment in value, losses or payments (including any lost or foregone tax revenues) that exceed, in the aggregate, the lesser of (i) the financial benefit realized by the Company under this

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Agreement and (ii) \$10,000,000.

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This Agreement will remain in effect from the Effective Date until the end of the Exemption Term unless terminated earlier pursuant to its terms. The Company may terminate this Agreement without cause and without liability upon thirty (30) days written notice to the City, provided that upon termination the Company shall pay personal and real property taxes as they become due following termination as required by law.

- 8. If and to the extent that any party is prevented from performing its obligations hereunder by an event of force majeure, such party shall, except as may otherwise be required by law, be excused from performing hereunder and shall not be liable in damages or otherwise, for so long as the force majeure event shall continue, and the parties instead shall negotiate in good faith with respect to appropriate modifications to the terms hereof. For purposes of this Agreement, the term force majeure shall mean any supervening cause beyond the reasonable control of the affected party, including without limitation requirement of statute or regulation; actions of any court, explosion, actions of the elements, war, terrorism, riots, mob violence, actions of regulatory authority, or public authority having jurisdiction; acts of God, fire, earthquake, floods, inability to procure or a general shortage of labor, equipment, facilities, materials or supplies in the open market, failure of transportation, strikes, lockouts, actions of labor unions, condemnation, laws or orders of governmental or military authorities, denial of, refusal to grant or appeals of any permit, approval or action of any public or quasi-public authority, official, agency or subdivision and any litigation relating thereto, or any other cause similar to the foregoing, not within the control of such party obligated to perform such obligation.
- 9. This Agreement constitutes the entire Agreement between the parties and supersedes all other oral or written communications. Except as otherwise specified herein, this Agreement may be amended or modified only by a written instrument signed by a duly authorized agent of each party.
- 10. This Agreement shall be governed by the laws of the Commonwealth of Massachusetts, without regard to conflicts of law. Any and all proceedings or actions relating to subject matter herein shall be brought and maintained in the courts of the Commonwealth, Bristol County, or of the federal district court sitting in the Commonwealth, which shall have exclusive jurisdiction thereof.
- 11. The parties represent that the persons executing this Agreement on their behalf are duly authorized to execute this Agreement.
- 12. The Company acknowledges and agrees that this Agreement and any Annual Report are public records subject to disclosure under applicable public records laws. The City agrees that the use and disclosure of any information, communications, documents or materials related to this Agreement (other than the Agreement itself and the Annual Reports) will be governed by any nondisclosure agreement entered into by the City for the benefit of the Company. This Agreement and any non-disclosure

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agreement between the parties hereto shall be construed in accordance with all applicable provisions of the Massachusetts Public Records Law, and the City shall bear no liability for compliance with its statutory obligations thereunder.

[Signature Page Follows]

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WITNESSETH, the execution and delivery of this Agreement by the Company, the Owner and the City as an instrument under seal as of the date last written below by the signatories hereto.

Owner:

Fall River Redevelopment Authority

By: _____

Name: _____

Title: _____

Date: _____

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FALL RIVER, MA

Company:

Amazon.com.dedc, LLC

By: _____

Name: _____

Title: _____

Date: _____

City:

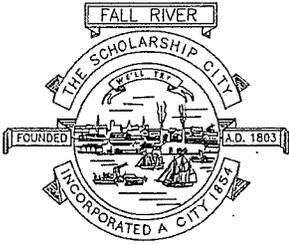
The City of Fall River, Massachusetts,
by its Mayor, duly authorized by a March 10, 2015 vote of the Fall River City Council

By: _____

Name: _____

Title: Mayor

Date: _____



City of Fall River
Massachusetts
Office of the Mayor

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CITY CLERK _____
FALL RIVER, MA

C. SAMUEL SUTTER
Mayor
February 25, 2015

CATHY ANN VIVEIROS
City Administrator

Joseph Camara, President
Fall River City Council
One Government Center
Fall River, MA 02723

RE: ACQUISITION OF TAX POSSESSION

City Council President Camara:

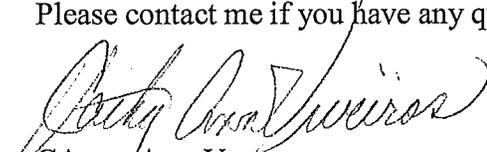
Please be advised that by Decree of the Land Court entered in Land Court Docket # 14 TL 148018, the City of Fall River has acquired the following parcels of vacant land as a Tax Possession:

147 Fourth Street
Fall River, Massachusetts
Assessors Parcel ID# N19-0064

9 William Street
Fall River, Massachusetts
Assessors Parcel ID# G02-0051

The Decree of Foreclosure has been recorded with the Bristol County (Fall River District) Registry of Deeds in Book 8636, Page 69 (a copy of the recorded Decree is attached hereto). This parcel is now under the control of the Custodian of Tax Possessions. By copy of this letter all applicable City Offices, Departments, Boards and Agencies have been notified of the acquisition of these parcels as a Tax Possession. These parcels will be eligible to be sold as a Tax Possessions unless I received written notification, within thirty (30) days from the date this communication appears on the City Council agenda, that the Mayor, City Council or City Office, Department, Board or Commission has determined that the parcel could satisfy a municipal purpose or need.

Please contact me if you have any questions or comments.


CATHY ANN VIVEIROS
CUSTODIAN OF TAX POSSESSIONS

cc: Corporation Counsel
Department of Public Works
Water Department
Sewer
Assessing Department
Tax Collector

Inspectional Services
Engineering
Planning
Fire Department
Police Department
FROED

Tax Possession Form # 2.1 (140908)

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Bristol Fall River Registry of Deeds
Electronically Recorded Document

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Recording Information

Document Number	: 2361
Document Type	: JUDG
Recorded Date	: February 20, 2015
Recorded Time	: 11:54:53 AM
Recorded Book and Page	: 08636 / 69
Number of Pages(including cover sheet)	: 2
Receipt Number	: 325745
Recording Fee	: \$75.00

Bristol Fall River District Registry of Deeds
Bernard J. McDonald III, Register
441 North Main Street
Fall River, MA 02720
508-673-1651
www.FallRiverDeeds.com

[SEAL]

4

COMMONWEALTH OF MASSACHUSETTS
LAND COURT
DEPARTMENT OF THE TRIAL COURT

Case No.: 14 TL 148018

JUDGMENT IN TAX LIEN CASE

City of Fall River

vs.

Albert J. Santos

This case came on to be heard and was argued by counsel, and thereupon, upon consideration thereof, it is

ADJUDGED and ORDERED that all rights of redemption are forever foreclosed and barred under the following deed(s) given by and/or the tax taking(s) made by the Collector of Taxes for the City of Fall River in Bristol County and said Commonwealth:

<u>Land Type</u>	<u>Tax Taking Date</u>	<u>Book No.</u>	<u>Page No.</u>	<u>Document No.</u>	<u>Certificate of Title No.</u>
Recorded	02/08/2010	7381	231		
Recorded	04/13/2009	7181	95		

By the Court: Deborah J. Patterson

Attest:

A TRUE COPY
ATTEST:

Deborah J. Patterson
RECORDER

Deborah J. Patterson
Recorder

Entered: February 6, 2015

ATTEST: BR. COUNTY, F.R. DIST., Bernard J McDonald III



COMMONWEALTH OF MASSACHUSETTS
Fall River Contributory Retirement Board

30 Third Street • Suite 301 • Fall River, MA 02720
Tel. (508) 646-9120 • Fax (508) 646-9123
www.fallriverretirement.com

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CITY CLERK
FALL RIVER, MA

February 27, 2015

Alison M. Bouchard, City Clerk
1 Government Center, 2nd Floor
Fall River, MA 02722

Dear Ms. Brett:

Enclosed you will find the *Annual Statement of the Financial Condition of the Fall River Retirement System* for the year ended December 31, 2014.

Very truly yours,

Christine A. Tetreault
Executive Director

Annual Statement

·
· OF THE FINANCIAL CONDITION
· OF THE FALL RIVER RETIREMENT BOARD
· TO THE PUBLIC EMPLOYEE RETIREMENT ADMINISTRATION COMMISSION
· FOR THE YEAR ENDED 12/31/2014
·
·

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Annual Statement for the Year Ended December 31, 2014 of the conditions and Affairs of the Fall River Retirement Board.

Organized Under the Laws of the Commonwealth of Massachusetts to the Public Employee Retirement Administration Commission.

Date of Certificate 11/16/1936

Effective Date 07/01/1937

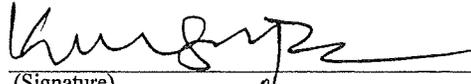
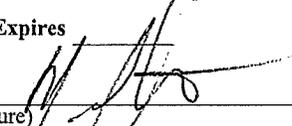
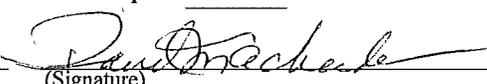
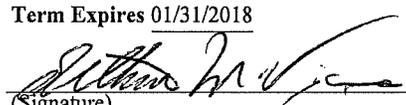
ADMINISTRATION OFFICE

30 Third Street - Suite 301
Street & Number

Fall River, MA 02720
City/Town, State and Zip Code

(508) 646-9120
Telephone Number

We, the undersigned, members of the Fall River Retirement Board certify under penalties of perjury, that that we are the official board members of said retirement system, and that on the thirty-first date of December last, all of the herein-described assets were the absolute property of said retirement system, free and clear from any liens or claims thereon, except as stated, and the following statements, with the schedules and explanations therein contained, annexed, or referred to, are a full and correct exhibit of all of the assets, liabilities, income and disbursements, changes in fund balances, and the conditions and affairs of said retirement system on the said thirty-first date of December last, and for the year ended on that date, according to the best of our information, knowledge, and belief respectively.

Board Of Retirement	Ex-Officio Member Krishan Gupta _____ (Name)	 _____ (Signature)
	Appointed Member	Term Expires
	Mark Nassiff, Jr. _____ (Name)	 _____ (Signature)
	Elected Member	Term Expires <u>12/31/2017</u>
	Robert Camara _____ (Name)	 _____ (Signature)
	Elected Member	Term Expires <u>12/11/2016</u>
	David Machado _____ (Name)	 _____ (Signature)
	Member Appointed by Other Members	Term Expires <u>01/31/2018</u>
	Arthur Viana, Chairman _____ (Name)	 _____ (Signature)

Investment Managers	<u>Pension Reserve Investment Management</u>	<u>84 State Street Boston, MA 02109</u>
	<u>Standard Life Investments</u>	<u>1 Beacon Street Boston, MA 02108</u>

Investment Consultant _____

Custodian _____

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Annual Statement of the Fall River Retirement Board for the Year Ended December 31, 2014.

ANNUAL STATEMENT BALANCE TESTS

1. ASSET BALANCE

Assets Previous Year	234,964,240.80
Income Current Year	<u>50,161,442.18</u>
Disbursements Current Year	<u>40,137,378.69</u>
Assets Current Year	<u>244,988,304.29</u>

2. ASSET DIFFERENCE

Assets Current Year	244,988,304.29
Assets Previous Year	<u>234,964,240.80</u>
Difference	<u>10,024,063.49</u>

3. INCOME DIFFERENCE

Income Current Year	50,161,442.18
Disbursements Current Year	<u>40,137,378.69</u>
Difference	<u>10,024,063.49</u>

4. FUND CHANGE DIFFERENCE

Total Fund Change Credits Current Year	63,664,548.62
Total Fund Change Debits Current Year	<u>-53,640,485.13</u>
Difference	<u>10,024,063.49</u>

Note: The difference as a result of tests 2, 3 and 4 should be the same.

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Annual Statement of the Fall River Retirement Board for the Year Ended December 31, 2014.

ASSETS & LIABILITIES

	2014	2013	2012
1. 1040 Cash	1,802,139.25	2,007,194.99	3,850,918.49
2. 1100 Short Term Investments	0.00	0.00	0.00
3. 1180 Fixed Income Securities	0.00	0.00	0.00
4. 1170 Equities	0.00	0.00	0.00
5. 1101 Pooled Short Term Funds	0.00	0.00	0.00
6. 1172 Pooled Domestic Equity Funds	0.00	0.00	0.00
7. 1173 Pooled International Equity Funds	0.00	0.00	0.00
8. 1174 Pooled Global Equity Funds	0.00	0.00	0.00
9. 1181 Pooled Domestic Fixed Income Funds	0.00	0.00	0.00
10. 1182 Pooled International Fixed Income Funds	0.00	0.00	0.00
11. 1183 Pooled Global Fixed Income Funds	0.00	0.00	0.00
12. 1193 Pooled Alternative Investments	5,089,310.77	6,067,135.37	6,275,185.81
13. 1194 Pooled Real Estate Funds	0.00	0.00	0.00
14. 1195 Pooled Domestic Balanced Funds	0.00	0.00	0.00
15. 1196 Pooled International Balanced Funds	0.00	0.00	0.00
16. 1197 Hedge Funds	0.00	0.00	0.00
17. 1198 PRIT Cash	0.00	3,500,040.78	0.00
18. 1199 PRIT Fund	228,541,208.73	211,683,281.45	181,872,598.96
19. 1550 Interest Due and Accrued	0.00	0.00	0.00
20. 1350 Prepaid Expenses	4,323.66	4,323.66	4,323.66
21. 1398 Accounts Receivable (A)	9,557,445.32	11,708,303.74	21,056,388.09
22. 1910 Land	0.00	0.00	0.00
23. 1920 Buildings	0.00	0.00	0.00
24. 1929 Accumulated Depreciation – Buildings	0.00	0.00	0.00
25. 2020 Accounts Payable (A)	(-6,123.44)	(-6,039.19)	(0.00)
TOTAL	244,988,304.29	234,964,240.80	213,059,415.01
FUNDS			
1. 3293 Annuity Savings Fund	74,289,628.93	74,568,223.24	72,167,749.85
2. 3294 Annuity Reserve Fund	30,989,688.15	28,694,378.00	28,974,996.76
3. 3295 Military Service Fund	80,027.40	71,159.37	89,897.69
4. 3296 Pension Fund	14,905,033.75	15,475,105.79	14,914,917.32
5. 3298 Expense Fund	0.00	0.00	0.00
6. 3297 Pension Reserve Fund	124,723,926.06	116,155,374.40	96,911,853.39
TOTAL ASSETS AT MARKET VALUE	244,988,304.29	234,964,240.80	213,059,415.01

(A) Specific details for Accounts Receivable and Accounts Payable are to be disclosed on Schedule A

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Annual Statement of the Fall River Retirement Board for the Year Ended December 31, 2014.

RECEIPTS

	2014	2013	2012
1. Annuity Savings Fund:			
(a) 4891 Members' Deductions	6,965,321.43	6,909,807.02	6,473,920.25
(b) 4892 Transfers from Other Systems	172,868.69	159,605.66	218,703.35
(c) 4893 Member Make Up Payments and Redeposits	54,320.19	53,983.32	45,836.33
(d) 4900 Member Payments from Rollovers	11,066.58	103,599.77	103,614.66
(e) Investment Income Credited to Members' Accounts	94,041.08	89,843.69	75,948.58
Subtotal	<u>7,297,617.97</u>	<u>7,316,839.46</u>	<u>6,918,023.17</u>
2. Annuity Reserve Fund:			
(a) 4750 Recovery of Annuity from Reinstatement	5,556.04	5,338.35	7,238.27
(b) Investment Income Credited to Annuity Reserve Fund	886,572.30	865,963.58	853,557.78
Subtotal	<u>892,128.34</u>	<u>871,301.93</u>	<u>860,796.05</u>
3. Pension Fund:			
(a) 4898 3(8)(c) Reimbursements from Other Systems	337,937.74	275,486.63	249,691.26
(b) 4899 Received from Commonwealth for COLA & Survivor Bft	618,803.12	816,155.98	845,998.96
(c) 4894 Pension Fund Appropriation	23,688,098.97	22,645,790.33	21,810,972.61
(d) 4840 Workers Compensation Settlement	11,400.00	22,719.55	23,000.00
(e) 4751 Recovery of Pension from Reinstatement	13,236.89	12,718.25	17,244.67
(f) 4841 Recovery of 91A Overearnings	0.00	0.00	0.00
Subtotal	<u>24,669,476.72</u>	<u>23,772,870.74</u>	<u>22,946,907.50</u>
4. Military Service Fund:			
(a) 4890 Contributions Received from Municipality	8,772.94	1,249.56	10,096.99
(b) Investment Income Credited	95.09	273.10	128.10
Subtotal	<u>8,868.03</u>	<u>1,522.66</u>	<u>10,225.09</u>
5. Expense Fund:			
(a) 4896 Expense Fund Appropriation	0.00	0.00	0.00
(b) Investment Income Credited to Expense Fund	1,698,430.40	1,694,799.57	1,520,350.45
Subtotal	<u>1,698,430.40</u>	<u>1,694,799.57</u>	<u>1,520,350.45</u>
6. Pension Reserve Fund:			
(a) 4897 Federal Grant Reimbursement	324,901.03	429,209.67	394,027.39
(b) 4895 Pension Reserve Appropriation	0.00	0.00	0.00
(c) 4822 Interest Not Refunded	2,317.26	7,906.89	3,828.61
(d) 4825 Miscellaneous Income	3,977.41	12,011.77	43,400.93
(e) Excess Investment Income	15,263,725.02	26,447,204.22	21,827,697.89
Subtotal	<u>15,594,920.72</u>	<u>26,896,332.55</u>	<u>22,268,954.82</u>
TOTAL RECEIPTS	<u>50,161,442.18</u>	<u>60,553,666.91</u>	<u>54,525,257.08</u>

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Annual Statement of the Fall River Retirement Board for the Year Ended December 31, 2014.

DISBURSEMENTS

	2014	2013	2012
1. Annuity Savings Fund:			
(a) 5757 Refunds to Members	674,921.01	669,042.07	581,776.14
(b) 5756 Transfers to Other Systems	429,548.83	743,804.96	119,516.47
Subtotal	<u>1,104,469.84</u>	<u>1,412,847.03</u>	<u>701,292.61</u>
2. Annuity Reserve Fund:			
(a) 5750 Annuities Paid	4,934,383.25	4,625,863.34	4,362,360.61
(b) 5759 Option B Refunds	139,170.44	46,331.57	179,802.30
Subtotal	<u>5,073,553.69</u>	<u>4,672,194.91</u>	<u>4,542,162.91</u>
3. Pension Fund:			
(a) 5751 Pensions Paid	30,429,683.63	29,273,469.44	28,343,021.70
Regular Pension Payments	19,517,604.27	18,493,271.20	17,774,328.37
Survivorship Payments	1,647,280.78	1,599,589.36	1,613,649.90
Ordinary Disability Payments	649,058.21	631,807.10	558,591.59
Accidental Disability Payments	6,261,660.88	6,210,529.86	6,210,553.45
Accidental Death Payments	1,966,109.49	1,949,362.95	1,902,414.77
Section 101 Benefits	387,970.00	388,908.97	283,483.62
(b) 5755 3(8)(c) Reimbursements To Other Systems	1,831,241.13	1,595,530.17	1,475,171.48
(c) 5752 COLAs Paid	0.00	0.00	0.00
(d) 5753 Chapter 389 Beneficiary Increase Paid	0.00	0.00	0.00
Subtotal	<u>32,260,924.76</u>	<u>30,868,999.61</u>	<u>29,818,193.18</u>
4. Military Service Fund:			
(a) 4890 Return to Municipality for Members who Withdrew Funds	0.00	0.00	0.00
Subtotal	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
5. Expense Fund:			
(a) 5118 Board Member Stipend	13,616.67	14,427.42	15,000.00
(b) 5119 Salaries	211,856.45	224,919.48	217,667.62
(c) 5304 Management Fees	1,234,050.23	1,194,713.70	1,042,148.85
(d) 5305 Custodial Fees	0.00	0.00	0.00
(e) 5307 Investment Consultant Fees	0.00	0.00	0.00
(f) 5308 Legal Expenses	29,379.00	81,700.39	72,204.65
(g) 5309 Medical Expenses	61,635.25	0.00	0.00
(h) 5310 Fiduciary Insurance	22,093.00	21,034.00	21,005.00
(i) 5311 Service Contracts	31,177.23	30,761.89	29,282.67
(j) 5312 Rent Expense	51,883.92	51,883.92	47,560.26
(k) 5315 Professional Services	0.00	0.00	0.00
(l) 5316 Actuarial Services	0.00	0.00	0.00
(k) 5317 Accounting Services	0.00	0.00	0.00
(n) 5320 Education And Training	3,090.00	1,630.00	3,350.00
(o) 5589 Administrative Expenses	29,197.01	69,253.40	63,547.76
(p) 5599 Furniture and Equipment	5,105.99	1,393.23	926.42
(q) 5719 Travel	5,345.65	3,082.14	7,657.22
(r) 5829 Depreciation Expense: Building	0.00	0.00	0.00
Subtotal	<u>1,698,430.40</u>	<u>1,694,799.57</u>	<u>1,520,350.45</u>
TOTAL DISBURSEMENTS	<u>40,137,378.69</u>	<u>38,648,841.12</u>	<u>36,581,999.15</u>

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Annual Statement of the Fall River Retirement Board for the Year Ended December 31, 2014.

INVESTMENT INCOME

Investment Income received from:	2014	2013	2012
(a) Cash (from Schedule 1)	0.00	0.00	0.00
(b) Short Term Investments (from Schedule 2)	0.00	0.00	0.00
(c) Fixed Income Securities (from Schedules 3A and 3C)	0.00	0.00	0.00
(d) Equities (from Schedules 4A and 4C)	0.00	0.00	0.00
(e) Pooled Funds (from Schedule 5)	6,382,528.32	5,913,374.59	5,699,803.68
(f) Commission Recapture	0.00	0.00	0.00
4821 TOTAL INVESTMENT INCOME	6,382,528.32	5,913,374.59	5,699,803.68
Plus:			
4884 Realized Gains (Profits)	10,690,627.98	9,769,831.64	5,449,134.02
4886 Unrealized Gains (Increase in Market Value)	14,477,797.20	24,256,517.49	24,686,591.99
1550 Interest Due & Accrued on Fixed Income Securities at End Of Current Year	0.00	0.00	0.00
Less:			
4823 Paid Accrued Interest on Fixed Income Securities	0.00	0.00	0.00
4885 Realized Losses	0.00	0.00	0.00
4887 Unrealized Losses (Decrease in Market Value)	13,608,089.61	10,841,639.56	11,557,846.89
1550 Interest Due and Accrued on Fixed Income Securities Prior Year	0.00	0.00	0.00
NET INVESTMENT INCOME	17,942,863.89	29,098,084.16	24,277,682.80
Income required:			
Annuity Savings Fund (from Supplementary Schedule)	94,041.08	89,843.69	75,948.58
Annuity Reserve Fund	886,572.30	865,963.58	853,557.78
Expense Fund	1,698,430.40	1,694,799.57	1,520,350.45
Military Service Fund	95.09	273.10	128.10
TOTAL INCOME REQUIRED	2,679,138.87	2,650,879.94	2,449,984.91
Net Investment Income	17,942,863.89	29,098,084.16	24,277,682.80
Less Income Required	2,679,138.87	2,650,879.94	2,449,984.91
EXCESS INCOME TO PENSION RESERVE FUND	15,263,725.02	26,447,204.22	21,827,697.89

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Annual Statement of the Fall River Retirement Board for the Year Ended December 31, 2014.

MEMBERSHIP FOR CURRENT YEAR

ACTIVE MEMBERS

	Group 1	Group 2 & 4	TOTAL
Active Membership, Dec. 31st, Previous Year	1,146	480	1,626
Inactive Membership, Dec. 31st, Previous Year	291	17	308
Enrolled During Current Year	141	22	163
Transfers Between Groups	0	0	0
Reinstatements of Disabled Members	0	0	0
SUBTOTAL	141	22	163
Deduct:			
Death	3	0	3
Withdrawals	55	14	69
Retirements	61	26	87
SUBTOTAL	119	40	159
Active Membership, Dec. 31st, Current Year	1,149	443	1,592
Inactive Membership, Dec. 31st, Current Year	310	36	346

RETIREED MEMBERS, BENEFICIARIES & SURVIVORS

Retired, Beneficiary and Survivor Membership, Dec. 31st, Previous Year	1,019	522	1,541
Retirements During the Year			
Superannuation	58	25	83
Ordinary Disability	2	0	2
Accidental Disability	1	1	2
Termination Retirement Allowance	0	0	0
Beneficiary of Deceased Retiree	6	3	9
Survivor Benefits from Active Membership	0	0	0
SUBTOTAL	67	29	96
Deduct:			
Deaths of Retired Members	43	15	58
Termination of Survivor Benefits	7	7	14
Reinstatements of Disabled Pensions	0	0	0
SUBTOTAL	50	22	72
Retired Membership, Dec. 31st, Current Year			
Superannuation	779	272	1,051
Ordinary Disability	27	10	37
Accidental Disability	83	127	210
Termination	5	0	5
Beneficiaries from Accidental Deaths	8	59	67
Beneficiaries from Section 100	0	5	5
Beneficiaries from Section 101	17	14	31
Beneficiaries under Option C	65	29	94
Option (D) Survivor Allowance	46	11	57
Section 12B Survivor Allowance	6	2	8

Total Retired, Beneficiary and Survivor Membership, Dec. 31st, Current Year	1,036	529	1,565
TOTAL MEMBERSHIP			
Active, Inactive, Retired, Beneficiary and Survivor, Dec. 31st, Current Year	2,495	1,008	3,503

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Annual Statement of the Fall River Retirement Board for the Year Ended December 31, 2014.

Schedule A: Detail of Accounts Receivable and Accounts Payable

Accounts Receivable	Amount	Original Date
4751 Recovery of Pension from Reinstatement	0.00	
4840 Workers Compensation Settlements	0.00	
4841 Recovery of 91A Overearnings	0.00	
4891 Members Deductions	23,971.45	12/31/2014
4892 Transfers From Other Systems	0.00	
4893 Member Make Up Payments and Redeposits	0.00	
4900 Member Payments from Rollovers	0.00	
4898 3(8)(c) Reimbursements from Other Systems	0.00	
4899 Received from Commonwealth for COLA and Survivor Benefits	0.00	
4884 Realized Gain on Sale of Investments	0.00	
4894 Pension Fund Appropriation (Current Fiscal Year)	9,533,311.97	12/31/2014
4894 Pension Fund Appropriation (Previous Fiscal Year)	0.00	
4890 Contributions Received from Municipality on Account of Military Service	0.00	
4897 Federal Grant Reimbursement	0.00	
4895 Pension Reserve Appropriation	0.00	
Investments Sold But Funds Not Received (list individually)		
Annuities Paid	17.54	12/31/2014
Pensions Paid	144.36	12/31/2014
	0.00	
	0.00	
TOTAL RECEIVABLES	9,557,445.32	
Accounts Payable		
5316 Actuarial Services	0.00	
5317 Accounting Services	0.00	
5320 Education and Training	0.00	
5757 Refunds to Members	0.00	
5756 Transfers to Other Systems	0.00	
5750 Annuities Paid	0.00	
5759 Option B Refund	0.00	
5751 Pensions Paid	0.00	
5755 3(8)(c) Reimbursements to Other Systems	0.00	
5752 COLAs Paid	0.00	
5753 Chapter 389 Beneficiary Increase Paid	0.00	
4885 Realized Loss on Sale of Investments	0.00	
4890 Return to Municipality for Members Who Withdrew Their Funds	0.00	
5118 Board Members' Stipend	0.00	
5119 Salaries	0.00	
5304 Management Fees	0.00	
5305 Custodial Fees	0.00	
5307 Investment Consultant Fees	0.00	
5308 Legal Expenses	-3,521.50	12/31/2014
5309 Medical Expenses	0.00	
5310 Fiduciary Insurance	0.00	
5311 Service Contracts	-340.47	12/31/2014
5312 Rent Expense	0.00	
5315 Professional Services Expense	0.00	
5589 Administrative Expenses	-659.53	12/31/2014
5599 Furniture and Equipment	0.00	
5719 Travel	0.00	
Investments Purchased But Not Paid For (list individually)		
Received COLA from Comm	-1,601.94	12/31/2014
	0.00	
	0.00	
	0.00	
TOTAL PAYABLES	-6,123.44	

Schedule No. 1
 Annual Statement of the Fall River Retirement System for the Year Ended December 31, 2014

Cash Account Activity During Year

*Cash defined in ledger #1040 as Savings or Checking

Description:	(A)	(B)	(C.)	(D)	(E)	(F)	(G)
Type of Account, Account Number Interest Rate (List alphabetically)	Book Value at End of Previous Year	Total Deposits this Year	Income Reinvested/ Redeposited into Account	Withdrawals during Year	Total Book Value Dec. 31st This Year	Cash Income Paid to System Not Reinvested or Redeposited	Interest Due and Accrued December 31st
Bank of America - Checking							
#9418879164	\$1,994,482.14	\$65,662,249.05	\$0.00	\$65,867,304.79	\$1,789,426.40	\$0.00	\$0.00
#9418879172	\$12,712.85	\$36,605,551.80	\$0.00	\$36,605,551.80	\$12,712.85	\$0.00	\$0.00
Page Total	\$2,007,194.99	\$102,267,800.85	\$0.00	\$102,472,856.59	\$1,802,139.25	\$0.00	\$0.00
SCHEDULE TOTAL	\$2,007,194.99	\$102,267,800.85	\$0.00	\$102,472,856.59	\$1,802,139.25	\$0.00	\$0.00

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Schedule No. 2

Annual Statement of the Fall River Retirement System for the Year Ended December 31, 2014

Short Term Securities* Bought and Sold or Matured During the Year as well as Still Held on December 31st

*Short Term defined in ledger #1100 as US Treasury Bills, Commercial Paper, Repurchase Agreements, CD's Term Deposits, Money Market, Cooperative Shares, Savings and Loan Shares

Description: Including CUSIP or Account No., Interest Rate, Maturity Date (List alphabetically. Rollover securities must be listed as sold and then repurchased	(A) Date Acquired	(B) Par Value*	(C.) Cost Including Commissions	(D) Amount Received at Maturity (Expiration or Upon Liquidation) Less Commissions and Excluding Interest	(E) Market Value Dec. 31st Current Year	(F) Interest Received During Year	(G) Due and Accrued Dec. 31st
NONE							
Page Total		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SCHEDULE TOTAL		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

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Schedule No. 3A
 Annual Statement of the Fall River Retirement System for the Year Ended December 31, 2014

Domestic Fixed Income Securities Owned at End of Year
 (Foreign Fixed Income Securities must be listed on Schedule 5)

Description: Including Maturity Date and Interest Rate (List alphabetically)	(A) CUSIP Number	(B) Cost or Market Value at End of Prior Year	(C) Unrealized Gain	(D) Unrealized Loss	(E) Market Value	(F) Interest Received During Year	(G) Interest Due and Accrued Dec. 31st
NONE							
Page Total		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SCHEDULE TOTAL		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

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Schedule No. 3B
 Annual Statement of the Fall River Retirement System for the Year Ended December 31, 2014

Domestic Fixed Income Securities Purchased During Year
 (Foreign Fixed Income Securities must be listed on Schedule 5)

Description: Including Maturity Date and Interest Rate (List alphabetically)	(A) CUSIP Number	(B) Par Value*	(C) Date Acquired (Trade Date)	(D) Name of Broker	(E) Commissions Paid	(F) Paid Accrued Interest	(G) Cost Excluding Accrued Interest, but including Commissions
NONE							
Page Total					\$0.00	\$0.00	\$0.00
SCHEDULE TOTAL					\$0.00	\$0.00	\$0.00

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Schedule No. 3C
 Annual Statement of the Fall River Retirement System for the Year Ended December 31, 2014

Domestic Fixed Income Securities Sold During Year
 (Foreign Fixed Income Securities must be listed on Schedule 5)

Description:	(A)	(B)	(C.)	(D)	(E)	(F)	(G)	(H)	(I)	(J)
Including Date of Maturity and Interest Rate (List alphabetically)	CUSIP Number	Par Value*	Date Sold or Matured (Trade Date)	Name of Broker	Commissions	Market Value Previous Dec 31st	Amount Received on Sale Less Commissions Excluding Accrued Interest	Realized Gain	Realized Loss	Interest Received During Year Including Interest Sold
NONE										
Page Total					\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SCHEDULE TOTAL					\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

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Schedule No. 4A
 Annual Statement of the Fall River Retirement System for the Year Ended December 31, 2014

Equities Owned at End of Year
 Equities defined as stocks or options (Pooled Funds must be listed on Schedule 5)

Description:	(A) CUSIP Number	(B) Number of Shares	(C.) Rate Per Share Used to Obtain Current Market Value	(D) Market Value at End of Previous Year	(E) Net Purchases and (Sales) at Book Value Current Year	(F) Market Value at End of Current Year	(G) Unrealized Gain	(H) Unrealized Loss	(I) Dividends Received During Year
NONE									
Page Total				\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SCHEDULE TOTAL				\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

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Schedule No. 4B
 Annual Statement of the Fall River Retirement System for the Year Ended December 31, 2014

Equities Purchased During Year
 Equities defined as stocks or options (Pooled Funds must be listed on Schedule 5)

Description: Give Complete Description (List alphabetically)	(A) CUSIP Number	(B) Number of Shares	(C.) Date Acquired (Trade Date)	(D) Name of Broker	(E) Commissions and Fees Paid	(F) Cost to System Including Commissions and Fees
NONE						
Page Total					\$0.00	\$0.00
SCHEDULE TOTAL					\$0.00	\$0.00

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Schedule No. 4C
 Annual Statement of the Fall River Retirement System for the Year Ended December 31, 2014

Equities Sold During Year
 Equities defined as stocks or options (Pooled Funds must be listed on Schedule 5)

Description:	(A) CUSIP Number	(B) Number of Shares	(C.) Name of Broker	(D) Date Sold	(E) Commissions Paid	(F) Proceeds from Sale	(G) Market Value at Prior Year-end or Cost if Purchased in Current Year	(H) Realized Gain	(I) Realized Loss	(J) Dividends Received During Year
NONE										
Page Total -Equity Sold					\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SCHEDULE TOTAL					\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

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Schedule No. 5
Annual Statement of the Fall River Retirement System for the Year Ended December 31, 2014

Schedule of Pooled Funds

This schedule is to be used for the PRIT Fund and Pooled Funds (e.g. Venture Capital, Real Estate, Mutual Funds, Commingled Funds)

Description:	(A) Market Value at End of Previous Year	(B) Total Purchases This Year At Cost	(C.) Reinvested Investment Income	(D) Realized Gain*	(E) Realized Loss*	(F) Unrealized Gain*	(G) Unrealized Loss*	(H) Total Sales/ Redemptions this Year Amount Received	(I) Cash Dividends/ Distributions to System this Year	(J) Fees Paid	(K) Market Value at End of Year**
1193 Standard Life-Private Equity as of 9/30/14	\$6,087,135.37	\$0.00	\$106,799.34	\$750,795.61	\$0.00	\$108,153.22	\$560,426.90	\$1,293,327.76	\$0.00	\$59,818.11	\$5,089,310.77
TOTAL 1193	\$6,087,135.37	\$0.00	\$106,799.34	\$750,795.61	\$0.00	\$108,153.22	\$560,426.90	\$1,293,327.76	\$0.00	\$59,818.11	\$5,089,310.77
1198 PRIT Cash Fund	\$3,500,040.78	\$21,964,576.00	\$592.97	\$0.00	\$0.00	\$0.00	\$0.00	\$25,465,208.75	\$0.00	\$0.00	\$0.00
TOTAL 1198	\$3,500,040.78	\$21,964,576.00	\$592.97	\$0.00	\$0.00	\$0.00	\$0.00	\$25,465,208.75	\$0.00	\$0.00	\$0.00
1199 PRIT Capital Fund	\$211,683,281.45	\$30,465,181.08	\$6,275,136.01	\$9,839,832.37	\$0.00	\$14,369,643.98	\$13,017,662.71	\$29,999,971.33	\$0.00	\$1,174,232.12	\$228,541,208.73
TOTAL 1199	\$211,683,281.45	\$30,465,181.08	\$6,275,136.01	\$9,839,832.37	\$0.00	\$14,369,643.98	\$13,017,662.71	\$29,999,971.33	\$0.00	\$1,174,232.12	\$228,541,208.73
Schedule Total	\$217,750,416.82	\$30,465,181.08	\$6,382,528.32	\$10,690,627.98	\$0.00	\$14,477,797.20	\$13,608,089.61	\$31,293,299.09	\$0.00	\$1,234,050.23	\$233,630,519.50

* If available

** If using most recent period prior to year-end, please list date.

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Schedule No. 6
Annual Statement of the Fall River Retirement System for the Year Ended December 31, 2014

Summary of Investments Owned

Category of Investment	Current Market Value	Interest Due and Accrued	Paid Accrued Interest on Purchases in Current Year	Commissions Paid During Current Year	Unrealized Gains	Unrealized Losses	Realized Gains	Realized Losses	Investment Income Received During Year
1 1040 Cash	\$1,802,139.25	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2 1100 Individually Owned Short Term Securities	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
3 1180 Fixed Income Securities	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
4 1170 Equities	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
5a. 1101 Pooled Short Term Funds	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
5b. 1172 Pooled Domestic Equity Funds	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
5c. 1173 Pooled International Equity Funds	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
5d. 1174 Pooled Global Equity Funds	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
5e. 1181 Pooled Domestic Fixed Income Funds	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
5f. 1182 Pooled International Fixed Income Funds	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
5g. 1183 Pooled Global Fixed Income Funds	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
5h. 1193 Pooled Alternative Investments/Private Equity	\$5,089,310.77	\$0.00	\$0.00	\$0.00	\$108,153.22	\$590,426.90	\$750,795.61	\$0.00	\$106,799.34
5i. 1194 Pooled Real Estate Funds	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
5j. 1195 Pooled Domestic Balanced Funds	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
5k. 1196 Pooled International Balanced Funds	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
5l. 1197 Hedge Funds	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
5m. 1198 PRIT Cash	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$592.97
5n. 1199 PRIT Core Fund	\$228,541,208.73	\$0.00	\$0.00	\$0.00	\$14,369,643.98	\$13,017,662.71	\$9,939,832.37	\$0.00	\$6,275,136.01
TOTAL	\$235,432,658.75	\$0.00	\$0.00	\$0.00	\$14,477,797.20	\$13,608,089.61	\$10,690,627.98	\$0.00	\$6,382,528.32

5

Schedule No. 7
 Annual Statement of the Fall River Retirement System for the Year Ended December 31, 2014
 Summary of Investment Related Fees

Manager/Vendor-All Managers/Vendors Must Be Listed	Q. 1 2014	Q. 2 2014	Q. 3 2014	Q. 4 2014	Accrued Payable at Year End 2014	Total Paid or Accrued In 2014	*Payment Method (Net, Check, Wire)
5304 Management Fees							
1 Standard Life - NASP2006 LP	\$ 19,220.73	\$ 18,875.39	\$ 13,567.99	\$ 8,154.00	\$ -	\$ 59,818.11	Net - 10/1/13 to 9/30/14
2 Pension Reserve Investment Trust	\$ 288,117.69	\$ 288,734.20	\$ 280,148.12	\$ 317,232.11	\$ -	\$ 1,174,232.12	Net
3	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
4	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
5	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
6	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
7	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
8	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
9	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
10	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
11	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
12	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
13	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
14	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
5304 Management Fees TOTAL	\$ 307,338.42	\$ 307,609.59	\$ 293,716.11	\$ 325,386.11	\$ -	\$ 1,234,050.23	
5305 Custodial Fees							
15	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
16	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
17	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
5305 Custodial Fees TOTAL	\$ -	\$ -					
5307 Investment Consultant Fees							
18	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
19	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
20	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
5307 Investment Consultant Fees TOTAL	\$ -	\$ -					
						\$ 1,234,050.23	

5

11

City of Fall River, *In City Council*

(Councilor Jasiel F. Correia II)

WHEREAS, many complaints have been received due to the amount of snow not cleared from city sidewalks and the unsafe conditions it creates, now therefore

BE IT RESOLVED, that the City Council Committee on Ordinances and Legislation meet to revisit Sec. 66-32 relative to the duties of abutting property owners regarding snow and ice on sidewalks and Sec. 66-33 relative to placing snow or ice on cleared sidewalk or driveway of the Revised Ordinances of the City of Fall River, 1999.

City of Fall River, In City Council

(Councilor Raymond A. Mitchell)

BE IT RESOLVED, that representatives from the Administration and School Department be invited to a future meeting of the City Council Committee on Finance to explain the \$1.4 million deficit in net school spending for Fiscal Year 2015 caused by over-estimated health insurance costs for school department employees.

City of Fall River, *In City Council*

(Councilor Raymond A. Mitchell)

WHEREAS, currently exists no officially recognized national moment of silence specifically dedicated to the memories of our veterans past, present and future, and

WHEREAS, a coordinated moment of silence, recognized in every state and territory of the United States, at the exact time every year would be fitting and appropriate, and would further cement our unity as a nation, and

WHEREAS, the Kirk moment of silence amendment to the Fiscal Year 2015 National Defense Authorization Act (Senate Amendment 3741 to S. 2410) would create two minutes of silence on Veterans Day at 2:11 p.m. eastern standard time, now therefore

BE IT RESOLVED, that the Fall River City Council go on record in support of this amendment as a way to demonstrate our respect for those who have worn the uniform of this nation, and for their families and loved ones who have made those sacrifices right alongside them, and

BE IT FURTHER RESOLVED, that this resolution be sent to members of the Congressional delegation requesting their support.

City of Fall River, In City Council

ORDERED, that the City Council hereby re- appoints the following individuals to serve on the Community Preservation Committee:

Antone J. Dias
Kenneth C. Pacheco

The term for each member shall expire on October 28, 2017.

Council
21

2/27/15

Case #: 15-22

To Whom It May Concern:

On February 4, 2015 I drove over an unfilled pothole that was obscured to drivers due to being filled with melt water. I have since filed a claim with your office seeking reimbursement for the cost of the 2 tires that needed to be replaced on my 2014 Mada6. I am sending this letter and tow receipt to be included in my case file. I have already called the legal department in your building and this should be expected. Again, I would like this tow receipt to be included in my case file, which I was told was Case 15-22 for review.

Thank you,
Jeffrey Heath

COPIES FORWARDED TO:
Orig + 1 LAW
1 - DPW
1 - COUNCIL
1 - CITY ADMIN.
1 - CLERK MAR - 2 2015

RECEIVED
2015 MAR - 2 P 12: 39
CITY CLERK
FALL RIVER, MA
15-182A



RECEIVED

City of Fall River
Notice of Claim

2015 FEB 13 P 1:10

CITY CLERK #15-24
FALL RIVER, MA

1. Claimant's name: JERRY CUNHA
2. Claimant's complete address: 381 VERMONT AVE. SOMERSET, MA 02726
3. Telephone number: Home: 774-644-3195 Work: 508-646-2810
4. Nature of claim: (e.g., auto accident, slip and fall on public way or property damage):
VEHICLE DAMAGE (TIRE) CAUSED BY POT HOLE
5. Date and time of accident: 2/7/15 2:00 HR. Amount of damages claimed: \$224.08
6. Exact location of the incident: (include as much detail as possible):
DAVUL ST. NORTHBOUND JUST BEFORE INTERSECTION OF PRESIDENT AVE.
7. Circumstances of the incident: (attach additional pages if necessary):
DRIVING NORTH ON DAVUL ST. ON ABOVE DATE AND TIME STRUCK A POT HOLE WHICH I WAS UNABLE TO AVOID CAUSING A LARGE BUBBLE TO THE SIDEWALL OF FRONT DRIVER'S SIDE TIRE WHICH WENT FLAT AND WAS NOT REPAIRABLE AND HAD TO BE REPLACED.
8. Have you submitted a claim to any insurance company for damages arising from this incident? If so, name and address of insurance company: Yes No

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

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

Date: 2/13/15 Claimant's signature: [Signature]

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

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

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

For official use only:	Copies forwarded to:	Date:
	<input checked="" type="checkbox"/> City Clerk <input checked="" type="checkbox"/> Law <input checked="" type="checkbox"/> City Council <input checked="" type="checkbox"/> City Administrator <input checked="" type="checkbox"/> DPW	<u>2/13/15</u>



council
21

RECEIVED

City of Fall River
Notice of Claim

2015 FEB 13 A 10:46

CITY CLERK 15-25
FALL RIVER, MA

1. Claimant's name: CURTIS FISHER
2. Claimant's complete address: 23 WINDSOR DRIVE WESTPORT, MA 02790
3. Telephone number: Home: 508 644-5250 Cell 508 957-5015 Worker 508 957-5015
4. Nature of claim: (e.g., auto accident, slip and fall on public way or property damage):
TIRE DAMAGE - FRONT & REAR - DRIVER SIDE - BLOWN SIDEWALLS
5. Date and time of accident: 2-4-15 11AM Amount of damages claimed: \$ 161.50
6. Exact location of the incident: (include as much detail as possible):
WILLIAM S. CANNING BLVD. NEAR FORD DEALERSHIP
7. Circumstances of the incident: (attach additional pages if necessary):
THERE WAS A HUGE POT HOLE THAT I COULD NOT AVOID BECAUSE THERE WAS A LARGE TRUCK BESIDE ME. THE SIDE WALLS OF THE FRONT AND REAR TIRES FAILED AND I NEEDED TO REPLACE BOTH TIRES - WARRANTY COVERED 50% COST
8. Have you submitted a claim to any insurance company for damages arising from this incident? If so, name and address of insurance company: Yes No

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

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

Date: 2-11-2015

Claimant's signature: Curtis Fisher

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

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

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

For official use only:

Copies forwarded to: City Clerk Law City Council City Administrator DPW

Date: FEB 13 2015



RECEIVED

2015 FEB 13 P 4:40

City of Fall River
Notice of Claim

CITY CLERK 1526
FALL RIVER, MA

1. Claimant's name: DIANE CONCEICAO
2. Claimant's complete address: 60 Terrie Marie Way F.R MA. 02720
3. Telephone number: Cell: 5086170651 Work: 5086732100
4. Nature of claim: (e.g., auto accident, slip and fall on public way or property damage):
Tire Replacement
5. Date and time of accident: 1/28/15 8:45 AM Amount of damages claimed: \$ 105
6. Exact location of the incident: (include as much detail as possible):
RHODE ISLAND AVE Right in front of CVS
7. Circumstances of the incident: (attach additional pages if necessary):
There WAS A pothole for several weeks not taken care of. I hit the pothole and caused a bubble in my front drivers tire. Beyond repair had to buy a new one. my tires werent even 1 year old
8. Have you submitted a claim to any insurance company for damages arising from this incident? If so, name and address of insurance company: Yes No

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

I swear that the facts stated above are true to the best of my knowledge.
Date: 2/13/15 Claimant's signature: Diane Conceicao

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

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

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

For official use only:	
Copies forwarded to: <input type="checkbox"/> City Clerk <input type="checkbox"/> Law <input type="checkbox"/> City Council <input type="checkbox"/> City Administrator <input type="checkbox"/> _____	Date: _____

Council
21



RECEIVED

City of Fall River
Notice of Claim

2015 FEB 19 A 10:48

CITY CLERK 15-27
FALL RIVER, MA

1. Claimant's name: VINCENT RAPOSA
2. Claimant's complete address: 60 ALBION ST. FALL RIVER MA. 02723
3. Telephone number: Home: 401-662-2005 Work: 508-675-3568
4. Nature of claim: (e.g., auto accident, slip and fall on public way or property damage):
BLEW OUT FRONT TIRE IN POT HOLE
5. Date and time of accident: 2-18-15 Amount of damages claimed: \$ 233.63
6. Exact location of the incident: (include as much detail as possible):
ROBESON ST IN FRONT OF C.J. CARPETS GOING UP
7. Circumstances of the incident: (attach additional pages if necessary):
WENT OVER POT HOLE RIGHT SIDE PASSENGER
SIDE TIRE BLEW OUT TIRE, PULLED OVER
AT ~~SUN~~ SUMMERFIELD ST. AND CALLED AAA
ROAD SERVICE, ~~AT~~ ABOUT 1:30 PM
8. Have you submitted a claim to any insurance company for damages arising from this incident? If so, name and address of insurance company: Yes No

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

I swear that the facts stated above are true to the best of my knowledge
Date: 2-19-15 Claimant's signature: Vincent Raposa

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

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

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

For official use only:	Copies forwarded to: <input checked="" type="checkbox"/> City Clerk <input checked="" type="checkbox"/> Law <input type="checkbox"/> City Council <input checked="" type="checkbox"/> City Administrator <input checked="" type="checkbox"/> DPW	Date: <u>FEB 19 2015</u>
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RECEIVED

City of Fall River
Notice of Claim

2015 FEB 19 P 1:35

- 1. Claimant's name: STEVEN ROBERT Caffrey CITY CLERK 15-28
FALL RIVER, MA
- 2. Claimant's complete address: 21 palm ST. Fall River, Ma 02724
- 3. Telephone number: Home: (508) 837-0880 Work: (781) 234-2062
- 4. Nature of claim: (e.g., auto accident, slip and fall on public way or property damage):
Property Damage To my 2015 Audi A3, Right Front Tire & wheel
- 5. Date and time of accident: 2/16/15 8:40am Amount of damages claimed: \$ 853.27
- 6. Exact location of the incident: (include as much detail as possible):
where RT 79N & RT 24N merge, before exit 8 (Airport Rd. Exit)
- 7. Circumstances of the incident: (attach additional pages if necessary):
was on RT 79N and right before merging onto 24N. RT 79 goes from 2 lanes to one lane to merge with 24N, right there is a massive pothole, my tire & wheel sustained damage, tire went flat and wheel is bent.
- 8. Have you submitted a claim to any insurance company for damages arising from this incident? If so, name and address of insurance company: Yes No

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

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

Date: 2/18/15

Claimant's signature: [Signature]

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

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

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

For official use only:	<input checked="" type="checkbox"/> City Clerk	<input checked="" type="checkbox"/> Law	<input type="checkbox"/> City Council	<input type="checkbox"/> City Administrator	<input checked="" type="checkbox"/> DPW	Date: <u>2/19/15</u>
------------------------	--	---	---------------------------------------	---	---	----------------------

On Monday February 16 2015, I, Jacob Kipp, received Steve Caffrey's vehicle in for service for a flat tire repair to the front left of the vehicle. Upon observation of the tire to determine cause of flat and if it could be salvaged and repaired I found a blow out in the sidewall of the tire. A rupture of this sort that could only be caused by a hard impact to that of a pothole or damage area of a roadway. After determining the cause of the flat and that the tire indeed did need to be replaced with a new one, I mounted a new tire and balanced the wheel, upon balancing of the wheel it was determined that the balance reached balance limits out of its tolerance. These results only occur when a wheel is bent/damaged due to abrupt impact force thus that of hitting a pothole. The bend in the rim was also visible to the naked eye. The tire and wheel of Steve Caffrey's vehicle had been damaged by that of impact to a pothole

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 FEB 16 2015 1:35
 15-28
 CITY COLLEGE RIVER, MA

Jacob Kipp 
 Technician
 Audi of Westwood



RECEIVED

City of Fall River
Notice of Claim

2015 FEB 19 A 11: 07

CITY CLERK #15-29
FALL RIVER, MA

1. Claimant's name: John F. MENZEL
2. Claimant's complete address: 35 MOORING Rd MARION MA 02738
3. Telephone number: Home: _____ Work: 508 789 2772
4. Nature of claim: (e.g., auto accident, slip and fall on public way or property damage):
DAMAGE TO WATER SYSTEM CHECK VALVE
5. Date and time of accident: 12/17/14 Amount of damages claimed: \$ 4000.00
6. Exact location of the incident: (include as much detail as possible):
198 AIRPORT Rd FALL RIVER MA
7. Circumstances of the incident: (attach additional pages if necessary):
In early December 2014, the Fall River Water Dept replaced a water line that crossed our driveway. Because of silt and pebbles in the new line which went into our water system, our check valve was stuck open. Bingham Construction flushed the system and repaired the check valve.
8. Have you submitted a claim to any insurance company for damages arising from this incident? If so, name and address of insurance company: Yes No

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

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

Date: 1/31/15 Claimant's signature: John F. Menzel

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

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

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

For official use only:	
Copies forwarded to:	<input checked="" type="checkbox"/> City Clerk <input checked="" type="checkbox"/> Law <input checked="" type="checkbox"/> City Council <input checked="" type="checkbox"/> City Administrator <input checked="" type="checkbox"/> <u>Water Dept</u> Date: <u>2/19/15</u>



Council
21

RECEIVED

City of Fall River
Notice of Claim

2015 FEB 19 P 4:11

1. Claimant's name: Ashley Medeiros CITY CLERK 15-30
FALL RIVER, MA
2. Claimant's complete address: 124 OLIVER ST FALL RIVER, MA 02724
3. Telephone number: Home: 508-496-6578 Work: _____
4. Nature of claim: (e.g., auto accident, slip and fall on public way or property damage):
HIT POT HOLE ON MARIANO BISHOP BLVD. BEFORE YOU TAKE A LEFT →
5. Date and time of accident: 2/4/15 5:15pm Amount of damages claimed: \$ 323.09
6. Exact location of the incident: (Include as much detail as possible): MARIANO BISHOP BLVD.
SHELL GAS IS ON THE RIGHT. I WAS TRAVELING IN THE FAR LEFT LANE TO TURN
LEFT INTO TARBELL PLAZA APPROACHING THE RED LIGHT. APPROX 15 MPH.
7. Circumstances of the incident: (attach additional pages if necessary):
I HAD TO REPAIR MY FRONT DRIVER'S SIDE TIRE & GET A FRONT
END ALIGNMENT DUE TO THE IMPACT! PLEASE SEE ATTACHED
FIRESTONE BILL.
8. Have you submitted a claim to any insurance company for damages arising from this incident? If so, name and address of insurance company: Yes No

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

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

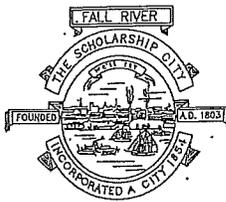
Date: 2/11/15 Claimant's signature: Ashley Medeiros

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

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

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

For official use only:							
Copies forwarded to:	<input checked="" type="checkbox"/> City Clerk	<input checked="" type="checkbox"/> Law	<input checked="" type="checkbox"/> City Council	<input checked="" type="checkbox"/> City Administrator	<input checked="" type="checkbox"/> DPW	Date:	<u>FEB 19 2015</u>



RECEIVED

City of Fall River
Notice of Claim

2015 FEB 20 A 10:53

CITY CLERK 1531
FALL RIVER, MA

1. Claimant's name: Homero Ross
2. Claimant's complete address: 440 Mariano Bishop Blvd FR MA
3. Telephone number: Home: 508 646-8694 Work: _____
4. Nature of claim: (e.g., auto accident, slip and fall on public way or property damage):
pot hole
5. Date and time of accident: 2/19/15 Amount of damages claimed: \$ 74.94
6. Exact location of the incident: (include as much detail as possible):
on rodeson and locust
7. Circumstances of the incident: (attach additional pages if necessary);
Driving up on rodeson did not see pot hole and damage my tire
8. Have you submitted a claim to any insurance company for damages arising from this incident? If so, name and address of insurance company: Yes No

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

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

Date: 2/20/15 Claimant's signature: [Signature]

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

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

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

For official use only:						Date: <u>2/20/15</u>
Copies forwarded to:	<input checked="" type="checkbox"/> City Clerk	<input checked="" type="checkbox"/> Law	<input checked="" type="checkbox"/> City Council	<input checked="" type="checkbox"/> City Administrator	<input checked="" type="checkbox"/> DPW	



City of Fall River
Notice of Claim

RECEIVED

2015 FEB 23 P 1:55

15-32

1. Claimant's name: Venilde C. BOTELHO
2. Claimant's complete address: 878 Highland AVE
3. Telephone number: Home: (774) 930-7005 Work: Same #
4. Nature of claim: (e.g., auto accident, slip and fall on public way or property damage):
Flat Tire Due to Pot Hole
5. Date and time of accident: Feb 18, 2015 Amount of damages claimed: \$ 239.74
5:30 PM
6. Exact location of the incident: (include as much detail as possible):
Robeson
7. Circumstances of the incident: (attach additional pages if necessary):
Deep Pot Hole, Flat tire - Need 4-wheel
ALIGNMENT
8. Have you submitted a claim to any insurance company for damages arising from this incident? If so, name and address of insurance company: Yes No

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

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

Date: 2/21/2015 Claimant's signature: Venilde C. Botelho

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

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

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

For official use only:						Date: <u>2/23/15</u>
Copies forwarded to:	<input checked="" type="checkbox"/> City Clerk	<input checked="" type="checkbox"/> Law	<input type="checkbox"/> City Council	<input checked="" type="checkbox"/> City Administrator	<input checked="" type="checkbox"/> DPW	

Council
21



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City of Fall River
Notice of Claim

2015 FEB 23 A 11:05

CITY CLERK 15-33
FALL RIVER, MA

1. Claimant's name: RICHARD ERICSON
2. Claimant's complete address: 128 Last Street, Apartment 2, Fall River, MA 02724
3. Telephone number: Home: (508) 813-2379 Work: _____
4. Nature of claim: (e.g., auto accident, slip and fall on public way or property damage):
Auto accident - struck a pothole on William S Canning Boulevard in Fall River, MA
5. Date and time of accident: 01/29/2015 at 5:50 PM Amount of damages claimed: \$ 1,171.60
6. Exact location of the incident: (include as much detail as possible):
William S Canning Boulevard in Fall River, MA in front of the Ford Dealership
7. Circumstances of the incident: (attach additional pages if necessary):
At approximately 5:50 PM the plaintiff was traveling in the left lane of William S Canning Boulevard in Fall River, MA in front of the Ford dealership heading in the direction of Friendly's. His vehicle hit a very large pothole which could not be avoided because there was a vehicle on his passenger side. The pothole was so deep that it popped both driver's side front and rear tires and bent the rims.
8. Have you submitted a claim to any insurance company for damages arising from this incident? If so, name and address of insurance company: Yes No
GEICO c/o Insurance Subrogation Group, 959 Concord Street, Suite 200, Framingham, MA 01701

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

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

Date: 02/18/2015

Claimant's signature: _____

John J. Davey, Esq.
John J. Davey, Esq. on behalf of GEICO a/s/o Richard Ericson

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

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

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

For official use only:

Copies forwarded to: City Clerk Law City Council City Administrator DPW

Date: FEB 23 2015



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2015 FEB 24 A 11: 37

City of Fall River
Notice of Claim

CITY CLERK
FALL RIVER, MA

15-34

1. Claimant's name: CECILIA M. CARNEY
2. Claimant's complete address: 220 SANDY DR WESTPORT MA 02790
3. Telephone number: Home: 508 636 4717 Work: 774 536 5389
4. Nature of claim: (e.g., auto accident, slip and fall on public way or property damage):
HIT POT HOLE + DAMAGED TIRES (2)
5. Date and time of accident: 1-30-15 10:00 AM Amount of damages claimed: \$ 912.84
6. Exact location of the incident: (include as much detail as possible):
HEADING NORTH ON WM CANNING BLVD BETWEEN FORD DEALERS SHIP + OCEAN STATE JOB LOT
7. Circumstances of the incident: (attach additional pages if necessary):
HEADING TOWARDS SEATTLE CITY ON WM CANNING BLVD HIT A POT HOLE AND DAMAGE TO LEFT TIRES, RIM CUT INTO TIRE MAKING THEM UNSAFE TO KEEP.
8. Have you submitted a claim to any insurance company for damages arising from this incident? If so, name and address of insurance company: Yes No

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

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

Date: 2-23-15

Claimant's signature: Cecilia M. Carney

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

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

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

For official use only:	
Copies forwarded to: <input checked="" type="checkbox"/> City Clerk	<input type="checkbox"/> Law
<input type="checkbox"/> City Council	<input type="checkbox"/> City Administrator
<input checked="" type="checkbox"/> PPW	Date: <u>2/24/15</u>

council
21



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2015 FEB 24 A 10:41

City of Fall River
Notice of Claim

CITY CLERK 15-35
FALL RIVER, MA

1. Claimant's name: Suzanne Cardello
2. Claimant's complete address: 8 Green Lane Assonet MA 02702
3. Telephone number: Home: ^{cell} (401) 924-3830 Work: 508 672-2700
4. Nature of claim: (e.g., auto accident, slip and fall on public way or property damage):
pothole damage
5. Date and time of accident: 2/3/15 @ 1 PM Amount of damages claimed: \$ \$171.00
6. Exact location of the incident: (include as much detail as possible):
In front of Mattie VW/Audi on/around 80 William Scanning Blvd.
7. Circumstances of the incident: (attach additional pages if necessary):
Roads were plowed in such a manner as to render a large pothole undetectable. My Saab wagon hit the pothole & immediately I heard a hissing due to front tire perforation. →
8. Have you submitted a claim to any insurance company for damages arising from this incident? If so, name and address of insurance company: Yes No Cont.

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

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

Date: 2/6/15

Claimant's signature:

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

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

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

For official use only:	Copies forwarded to: <input checked="" type="checkbox"/> City Clerk <input checked="" type="checkbox"/> Law <input checked="" type="checkbox"/> City Council <input checked="" type="checkbox"/> City Administrator <input type="checkbox"/> DPW					Date: <u>FEB 24 2015</u>
------------------------	--	--	--	--	--	--------------------------

I later drove by (on Wednesday the 4th) & 21
now that the roads are clear, the pothole is
very visible & most likely an easy repair
for the city. I would recommend repair so
this doesn't happen to other vehicles. I own
a car dealership in Fall River (Sue's Auto Sales)
on Broadway & am happy to see all the
improvements around the city, but that
particular patch of road on William S
Canning Blvd is particularly perilous.

Kind Regards,

A handwritten signature, possibly reading "Sue", enclosed within a large, hand-drawn oval.



Council
21

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City of Fall River
Notice of Claim

2015 FEB 24 P 4: 06

1. Claimant's name: Stephanie Rodrigues 15-36
2. Claimant's complete address: 380 Bradford Ave Fall River, MA 02721
3. Telephone number: Home: 508-567-8994 Work: _____
4. Nature of claim: (e.g., auto accident, slip and fall on public way or property damage):
accident by a tow truck that took off
5. Date and time of accident: 2/9/15 Amount of damages claimed: \$ _____
6. Exact location of the incident: (include as much detail as possible):
Bradford Ave (Across from prime gas station) was parked on right side.
7. Circumstances of the incident: (attach additional pages if necessary):
all written on other papers stapled to this paper. It was alot to write i also want to apologize for the mess & handwriting i had to write fast as my kids always need my att.
8. Have you submitted a claim to any insurance company for damages arising from this incident? If so, name and address of insurance company: Yes No
I did call and explain but was advised to call city hall first.

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

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

Date: 2/13/15 Claimant's signature: Stephanie Rodrigues

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

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

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

For official use only:						Date: FEB 24 2015
Copies forwarded to:	<input checked="" type="checkbox"/> City Clerk	<input type="checkbox"/> Law	<input checked="" type="checkbox"/> City Council	<input type="checkbox"/> City Administrator	<input checked="" type="checkbox"/> <u>DPW</u>	

To: Whom this may concern

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15-36

(1)

2015 FEB 24 P 4:06

CITY CLERK @ 1/9/15
FALL RIVER, MA

I want to explain what happened the day when my vehicle got hit on the Drivers side door. It was around 5:00-5:45am. I forgot the exact time seeing the situation. I just had a baby in Dec so getting up to feed him has been my normal every 3 hour routine. I remember making his bottle when I heard a big bang which was the plow truck lifting & dropping the plow when I was looking out the window I seen his truck getting close to my car and the plow was near my door, he then moved & took off like nothing happened. I took down half the plates as that's all I had time to get @ thought if in the morning I see a dent, that it was the plow, it was still dark so I didn't see how bad it was hit. I thought he would stop if he hit it as hard as he did.

②... but i guess he didn't care and i ended up with a bad dent in my drivers side door, the crazy thing is just by looking at the dent you can tell a plow hit it. I'm so upset, disappointed & angry that they can do this fake off and we have to deal with it, I called the cops and explained that i missed a court date that i took care of already in New Bedford from being in the hospital giving birth so i have a warrant & don't want problems from reporting a accident she then explained that all the cops would do is write down what i know so to go to city hall or call since i know it was a plow. I contacted my insurance as well and they said all they can do is make a claim but i would be paying my \$500.00 ~~title~~

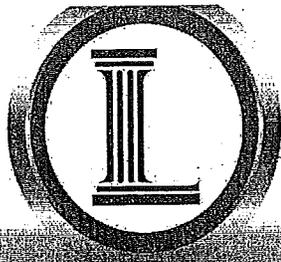
15-36

3

deductible that i dont ^{RECEIVED} have
 I then called city hall and
 followed these steps. I hope
 I get what i deserve. I
 did nothing wrong put my
 car in a parking space, and
 cause of a plow i now
 have a smashed door that
 dosen't allow me to roll my
 window down, I just recently
 got the car because i have
 3 children including a newborn.
 Having my car fixed is
 important & it unfair seeing it
 was just fine untill that
 plow came down my street
 the morning of 2/9/15 &
 hit my car to take off
 it looked to be a red plow
 truck lic plate # ^{SR} 1833 i
 didnt get the last digit. I got
 a estimate of the damage as
 i cant afford to fix it. I also
 took pictures that day so i ~~sent~~
 screendshot it to ^{show} proof of the date
 & additl photos thank you ~~Deanne~~
 (sorry for the messy handwriting its hard with kids)

2015 FEB 24 P 4:06
 CITY CLERK
 WILMINGTON RIVER, MA

Council
21



ROB LEVINE & ASSOCIATES

The Lawyers for Personal Injury

Certified Mail/Return Receipt Requested

September 2, 2014

City of Fall River
1 Government Center
Fall River, MA 02720
Attention: City Clerk

RECEIVED
2015 FEB 25 A 10:29
CITY CLERK
FALL RIVER, MA
15-37

Re: *Our Client: April Green, Shaunice Green, Kasalina Green, Evanna Green, Younique Green*

Dear Alison Bouchard:

This letter of presentment is being sent to you pursuant to M.G.L Ch. 258 §4, and M.G.L. Ch. 84 §18. Please be advised that I represent April Green, Shaunice Green, Kasalina Green, Evanna Green, and Younique Green of 220 Johnston St. Fall River, MA 02721 with regard to injuries sustained due to the collection of mold at 220 Johnston St. Fall River, MA 02721 due to your insured's negligence.

The Green family resides at the above mentioned address. They have notified the building manager several times with minimal results. This family is now suffering nose bleeds, asthma attacks, rashes and other medical complications. Please see attached form for additional information.

Thank you for your anticipated cooperation with regard to this matter.

Very truly yours,

Robert J. Levine, Esq.
RL/ac

FEB 25 2015
1- orig. Law
1- council
1- city admin
1- clerk
1- Housing Authority



Council 21

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City of Fall River
Notice of Claim

2015 FEB 25 A 10:29

CITY CLERK 15-38
FALL RIVER, MA

1. Claimant's name: Jerry Levrault
2. Claimant's complete address: 745 New Hall
3. Telephone number: Home: 508-6738732 Work: _____

4. Nature of claim: (e.g., auto accident, slip and fall on public way or property damage):
MAIL BOX

5. Date and time of accident: 2/16/15 Amount of damages claimed: \$66.00

6. Exact location of the incident: (include as much detail as possible):
MAIL BOX IN FRONT YARD DAMAGED DUE TO PLOWING

7. Circumstances of the incident: (attach additional pages if necessary):
BIG MOUNDS OF SNOW THAT HIT MY MAIL BOX
ALSO THE SPEED THEY DO WITH THE FORCE
OF THE SNOW

8. Have you submitted a claim to any insurance company for damages arising from this incident? If so, name and address of insurance company: Yes No

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

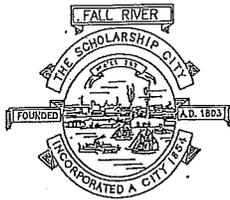
I swear that the facts stated above are true to the best of my knowledge.
Date: 2/19/15 Claimant's signature: Gerald Levrault

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

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

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

For official use only:
Copies forwarded to: City Clerk Law City Council City Administrator DPW Date: FEB 25 2015



RECEIVED

City of Fall River
Notice of Claim

2015 FEB 26 A 10: 29

CITY CLERK 15-39
FALL RIVER, MA

- 1. Claimant's name: LINDA COTE
- 2. Claimant's complete address: 14 DOWNING ST. FALL RIVER, MA
- 3. Telephone number: Home: 7743194408 Work: _____
- 4. Nature of claim: (e.g., auto accident, slip and fall on public way or property damage):
property damage
- 5. Date and time of accident: 1/30/15 10:58 Amount of damages claimed: \$ _____
- 6. Exact location of the incident: (include as much detail as possible):
see report
- 7. Circumstances of the incident: (attach additional pages if necessary):
snow plow hit my vehicle
see police report
- 8. Have you submitted a claim to any insurance company for damages arising from this incident? If so, name and address of insurance company: Yes No City PLOW HIT ME! MY CAR!

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

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

Date: 2/26/15

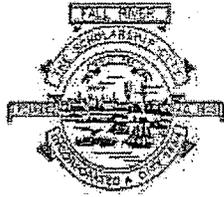
Claimant's signature: Linda Cote

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

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

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

For official use only:						Date: <u>2/26/15</u>
Copies forwarded to:	<input checked="" type="checkbox"/> City Clerk	<input checked="" type="checkbox"/> Law	<input type="checkbox"/> City Council	<input type="checkbox"/> City Administrator	<input checked="" type="checkbox"/> DPW	



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City of Fall River
Notice of Claim

2015 FEB 26 P 12:52

1. Claimant's name: Michael Pacheco CITY CLERK #15-40
FALL RIVER, MA
2. Claimant's complete address: 129 COUNTY ST apt 2
3. Telephone number: Home: 508 567 0271 Work: _____
4. Nature of claim: (e.g., auto accident, slip and fall on public way or property damage):
POT Hole damaged Tire
5. Date and time of accident: 2-23-15 Amount of damages claimed: \$ 219.93
11:00 AM
6. Exact location of the incident: (include as much detail as possible):
834 Eastern ave in area of.
7. Circumstances of the incident: (attach additional pages if necessary):
Huge POT Hole Couldn't see hole @ nite,
unavailable, been there already over 2 weeks
8. Have you submitted a claim to any insurance company for damages arising from this incident? If so, name and address of insurance company: Yes No

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

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

Date: 2-26-15 Claimant's signature: Michael Pacheco

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

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

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

For official use only:	Copies forwarded to: <input checked="" type="checkbox"/> City Clerk <input checked="" type="checkbox"/> Law <input checked="" type="checkbox"/> City Council <input checked="" type="checkbox"/> City Administrator <input checked="" type="checkbox"/> DPW	Date: <u>2/26/15</u>
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RECEIVED

City of Fall River
Notice of Claim

2015 MAR -2 A 10: 26

CITY CLERK 15-41
FALL RIVER, MA

1. Claimant's name: Shelby Soares
2. Claimant's complete address: 1700 Bulgarmarsh Rd. Tiverton, RI 02878
3. Telephone number: Home: 508-246-3136 Work: 508-660-4447
4. Nature of claim: (e.g., auto accident, slip and fall on public way or property damage):
pothole damage to vehicle (two tires blown)
5. Date and time of accident: 2/2/15 11:40am Amount of damages claimed: \$ 442.74
(2 tires + tow)
6. Exact location of the incident: (include as much detail as possible):
New Boston Road - directly in front of #280 "K Nail + Spa"
7. Circumstances of the incident: (attach additional pages if necessary):
Traveling down New Boston Rd. in Fall River. @ approx. ~25 mph. and ran over an unavoidable pot hole in front of 280-K Nail + Spa salon. my two passenger side tires immediately blew. Towed ~~to~~ (\$200) to Roland's Tire in Somerset to replace tires. (\$242.74) All receipts and picture of pot hole attached. pot hole was patched/fixd within a week.
8. Have you submitted a claim to any insurance company for damages arising from this incident? If so, name and address of insurance company: Yes No

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

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

Date: 2/3/15

Claimant's signature: Shelby Soares

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

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

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

For official use only:	
Copies forwarded to: <input type="checkbox"/> City Clerk <input type="checkbox"/> Law <input type="checkbox"/> City Council <input type="checkbox"/> City Administrator <input checked="" type="checkbox"/> DPW	Date: <u>MAR - 2 2015</u>



City of Fall River
Notice of Claim

RECEIVED

2015 MAR -2 P 3:06

CITY CLERK 1542
FALL RIVER, MA

1. Claimant's name: JOHN L. BENJAMIN
2. Claimant's complete address: 63 COOK ST. FALL RIVER MA. 02724
3. Telephone number: Home: 774 9307478 Work: SAME
4. Nature of claim: (e.g., auto accident, slip and fall on public way or property damage):
PROPERTY DAMAGE - PUBLIC WAY
5. Date and time of accident: 2/18/15 Amount of damages claimed: \$ 704.92
6. Exact location of the incident: (include as much detail as possible):
AT THE END OF COOK ST.
7. Circumstances of the incident: (attach additional pages if necessary):
ROAD LIFTED DO TO FROST. COMPLAINTS HAS BEEN MADE IN THE PAST, ASS TO ROAD HAVING SERIOUS POT HOLES AND CRACKS AND OCCASIONAL FILLS HAVE BEEN MADE BUT PROBLEM STILL EXISTS
8. Have you submitted a claim to any insurance company for damages arising from this incident? If so, name and address of insurance company: Yes No

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

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

Date: 3/2/15 Claimant's signature: John L. Benjamin

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

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

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For official use only:	
Copies forwarded to: <input checked="" type="checkbox"/> City Clerk <input checked="" type="checkbox"/> Law <input checked="" type="checkbox"/> City Council <input checked="" type="checkbox"/> City Administrator <input checked="" type="checkbox"/> DPW	Date: MAR - 2 2015



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City of Fall River
Notice of Claim

2015 MAR - 2 P 12: 41

CITY CLERK 15-43
FALL RIVER, MA

1. Claimant's name: Robert J. Marchand, Esq
2. Claimant's complete address: 1131 Wood St Fall River Mass
3. Telephone number: Home: 5086742905 Work: 5086788330
4. Nature of claim: (e.g., auto accident, slip and fall on public way or property damage):
POT HOLE SPECIAL
5. Date and time of accident: 2/20/15 7pm Amount of damages claimed: \$ 404.88
6. Exact location of the incident: (include as much detail as possible):
1028 STAFFORD ROAD FALL RIVER
7. Circumstances of the incident: (attach additional pages if necessary):
DRIVING NORTH ON STAFFORD - HIT A SIGNIFICANT
SIZED POT HOLE - COULD NOT AVOID AS LT HAD A
TWIN ABOUT 1 FOOT TO ITS LEFT
8. Have you submitted a claim to any insurance company for damages arising from this incident? If so, name and address of insurance company: Yes No

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

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

Date: 2/25/15

Claimant's signature: Robert Marchand

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

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

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

For official use only:

Copies forwarded to: City Clerk Law City Council City Administrator DPW

Date: MAR - 2 2015

Council 21



RECEIVED

City of Fall River
Notice of Claim

2015 MAR -3 P 12:10

CITY CLERK 1544
FALL RIVER, MA

1. Claimant's name: John Ferreira
2. Claimant's complete address: 24 Jepson St
3. Telephone number: Home: 7749303110 Work: _____
4. Nature of claim: (e.g., auto accident, slip and fall on public way or property damage):
Pot Hole
5. Date and time of accident: 8:30 AM Amount of damages claimed: \$ 150.00
6. Exact location of the incident: (include as much detail as possible):
on Eastern Ave 835 Eastern Ave enormous Pot Hole
7. Circumstances of the incident: (attach additional pages if necessary):
Driving my son to school in my vehicle plunged into the Hole causing the tire to bust open with a huge gash on the side wall.
8. Have you submitted a claim to any insurance company for damages arising from this incident? If so, name and address of insurance company: Yes No

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

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

Date: 3/3/15

Claimant's signature: John Ferreira

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

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Copies forwarded to:	<input checked="" type="checkbox"/> City Clerk	<input checked="" type="checkbox"/> Law	<input type="checkbox"/> City Council	<input checked="" type="checkbox"/> City Administrator	<input checked="" type="checkbox"/> <u>DPW</u>	Date: <u>3/3/15</u>



Council 21

RECEIVED

City of Fall River
Notice of Claim

2015 MAR -2 P 12:41

CITY CLERK 15-45
FALL RIVER, MA

1. Claimant's name: Pauline Minville
 2. Claimant's complete address: 1916 Atlantic Blvd
 3. Telephone number: Home: 401 255 9451 Work: same
 4. Nature of claim: (e.g., auto accident, slip and fall on public way or property damage):
Hole in front of C+J carport on Robeson St. FR, m
 5. Date and time of accident: 2-24-2015 Amount of damages claimed: \$ 55.00
 6. Exact location of the incident: (include as much detail as possible):
went up locust st left at light hit hole sharp deep with dagger shape
 7. Circumstances of the incident: (attach additional pages if necessary):
flat tire - (Blow out)
8. Have you submitted a claim to any insurance company for damages arising from this incident? If so, name and address of insurance company: Yes No

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

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

Date: 2-26-2015

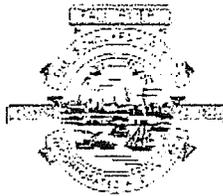
Claimant's signature: Pauline Minville

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

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

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For official use only:						Date: MAR - 2 2015
Copies forwarded to:	<input type="checkbox"/> City Clerk	<input type="checkbox"/> Law	<input type="checkbox"/> City Council	<input type="checkbox"/> City Administrator	<input checked="" type="checkbox"/> DPW	



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City of Fall River
Notice of Claim

2015 MAR -2 P 12:41

CITY CLERK 15-46
FALL RIVER, MA

1. Claimant's name: Suzanna M. Pappas
2. Claimant's complete address: 114 Lynwood St. Fall River, MA 02721
3. Telephone number: Home: 508-933-8495 Work: _____
4. Nature of claim: (e.g., auto accident, slip and fall on public way or property damage):
Property Claim - Property damage to vehicle due to pothole
5. Date and time of accident: 2/4/15 5:30 PM Amount of damages claimed: \$ 854.00
6. Exact location of the incident: (include as much detail as possible):
First Ford, William Canning Boulevard
7. Circumstances of the incident: (attach additional pages if necessary):
Driving past First Ford on the left hand lane and hit a large pothole on 2/4/15. This caused damage to the ball bearing and bent the rim beyond repair. I could only replace the rim at this time. I was given an estimate of \$415 plus tax to repair the ball bearing. Please see Statement attached.
8. Have you submitted a claim to any insurance company for damages arising from this incident? If so, name and address of insurance company: Yes No
The damage was under my deductible

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

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

Date: 2/26/15

Claimant's signature: Suzanna M. Pappas

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

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

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For official use only:						Date: MAR - 2 2015
Copies forwarded to:	<input checked="" type="checkbox"/> City Clerk	<input checked="" type="checkbox"/> Law	<input checked="" type="checkbox"/> City Council	<input checked="" type="checkbox"/> City Administrator	<input checked="" type="checkbox"/> DPW	

Council 21



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City of Fall River
Notice of Claim

2015 MAR -3 P 12:27

CITY CLERK 15-47
FALL RIVER, MA

1. Claimant's name: EDWARD BARBOZA
2. Claimant's complete address: 450 HIGHLAND AV. WESTPORT MA 02790
3. Telephone number: Home: 508-493-5393 Work: RETIRED
4. Nature of claim: (e.g., auto accident, slip and fall on public way or property damage):
POTHOLE DAMAGE TO VEHICLE BALL JOINT
5. Date and time of accident: 02/28/15 3PM Amount of damages claimed: \$ 168.15
6. Exact location of the incident: (include as much detail as possible):
BORDEN ST / NEAR ENTRANCE TO BORDEN APTS POT HOLE / MANCOVER
7. Circumstances of the incident: (attach additional pages if necessary):
TRAVELING WEST ON BORDEN ST JUST BEFORE 2ND ST INTERSECTION
SNOW PILE UP ON BOTH SIDE OF ST, UNABLE TO AVOID POT HOLE,
8. Have you submitted a claim to any insurance company for damages arising from this incident? If so, name and address of insurance company: Yes No

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

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

Date: 3-3-15

Claimant's signature: Edward Barboza

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

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For official use only:						Date: <u>MAR - 3 2015</u>
Copies forwarded to:	<input checked="" type="checkbox"/> City Clerk	<input type="checkbox"/> Law	<input checked="" type="checkbox"/> City Council	<input type="checkbox"/> City Administrator	<input checked="" type="checkbox"/> DPW	



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2015 MAR -3 P 1:17

City of Fall River
Notice of Claim

CITY CLERK #15-48
FALL RIVER, MA

1. Claimant's name: Brian D Correia
2. Claimant's complete address: 301 Milliken Blvd Apt 1209
3. Telephone number: Home: 774-488-4253 Work: 339-227-5232
4. Nature of claim: (e.g., auto accident, slip and fall on public way or property damage):
Auto
5. Date and time of accident: 2/18/15 8:16 Amount of damages claimed: \$ 1500⁰⁰
6. Exact location of the incident: (include as much detail as possible):
108 Grant St. Fall River, MA
7. Circumstances of the incident: (attach additional pages if necessary):
City of Fall River employee was picking up trash barrel, it broke + fell on top of vehicle.
See estimate + Copy of Police Report Attached.
8. Have you submitted a claim to any insurance company for damages arising from this incident? If so, name and address of insurance company: Yes No

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

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

Date: 3-3-15 Claimant's signature: Brian D. Correia

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

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

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For official use only:	
Copies forwarded to:	Date: <u>3/3/15</u>
<input checked="" type="checkbox"/> City Clerk	<input checked="" type="checkbox"/> DPW
<input checked="" type="checkbox"/> Law	
<input checked="" type="checkbox"/> City Council	
<input checked="" type="checkbox"/> City Administrator	



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City of Fall River
Notice of Claim

2015 MAR -4 A 10: 15

CITY CLERK #15-419
FALL RIVER, MA

1. Claimant's name: James Barron
2. Claimant's complete address: 1018 Hwy St Fall River MA 02770
3. Telephone number: Home: 774-488-0125 Work: _____
4. Nature of claim: (e.g., auto accident, slip and fall on public way or property damage):
auto accident
5. Date and time of accident: 1/31/15 @ 9 AM Amount of damages claimed: \$2195
6. Exact location of the incident: (include as much detail as possible):
CHERRY / MAY ST FALL RIVER
(CAR) (RENTAL)
REPAIR
7. Circumstances of the incident: (attach additional pages if necessary):
I was travelling down Cherry Street when a plow in front of me put his vehicle into reverse. And his back end ran into my front end. See attached letter & police report.
8. Have you submitted a claim to any insurance company for damages arising from this incident? If so, name and address of insurance company: Yes No
I do not have collision insurance.

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

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

Date: 2/15/15 Claimant's signature: [Signature]

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

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For official use only:	
Copies forwarded to: <input checked="" type="checkbox"/> City Clerk <input checked="" type="checkbox"/> Law <input checked="" type="checkbox"/> City Council <input checked="" type="checkbox"/> City Administrator <input checked="" type="checkbox"/> DPW	Date: <u>3/4/15</u>



council
21

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**City of Fall River
Notice of Claim**

2015 MAR -4 A 10: 57

1. Claimant's name: GEORGE L. OTTILIGE CITY CLERK 15-50
 2. Claimant's complete address: 550 REED RD, SWANSEA, MA 02777 FALL RIVER, MA 02777
 3. Telephone number: Home: 508-676-5542 ^{CER} ~~WORK~~ 401-662-2360 *PREFERRED # TO CALL
 4. Nature of claim: (e.g., auto accident, slip and fall on public way or property damage):
BROKEN RIGHT FRONT STUNT, DAMAGED DUE TO LARGE POTHOLE IN STREET
 5. Date and time of accident: 2/18/15 6:45 PM Amount of damages claimed: \$ 282.45
 6. Exact location of the incident: (include as much detail as possible):
STANLEY ST, BETWEEN HIGHLAND AVE + REAR ENTRANCE OF TRUESDALE CENTER
 7. Circumstances of the incident: (attach additional pages if necessary):
SEE ATTACHED SHEETS
-
-
-
8. Have you submitted a claim to any insurance company for damages arising from this incident? If so, name and address of insurance company: Yes No

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

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

Date: 2/28/15

Claimant's signature: *George L. Ottilige*

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

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

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Copies forwarded to:	<input checked="" type="checkbox"/> City Clerk	<input checked="" type="checkbox"/> Law	<input checked="" type="checkbox"/> City Council	<input checked="" type="checkbox"/> City Administrator	<input checked="" type="checkbox"/> <u>DPW</u>	

On 02/18/15, my wife was operating our 2005 Chrysler Town & Country van, Ma. Lic. # 251HM4, on Stanley St. in Fall River, MA, between Highland Ave and the rear entrance of the Truesdale Medical Center. She hit a large pothole in the street, causing the right front strut of the vehicle to break free from it's mount and almost penetrate the hood. She was operating the vehicle at a speed of approximately 10 miles an hour, as there were piles of snow on the edge of the street, and vehicles parked on the sides of the street. She proceeded to notify me, and since the vehicle seemed drivable, returned it to our home in Swansea. On 02/19/15, I took the vehicle to Roland's Tire Service in Somerset to have the damage evaluated, and was told that the right strut assembly would absolutely have to be replaced, and that they recommended that I replace both at the same time. This was accomplished on 02/20/15, at their facility. (See attached invoice # S-218360.)

I submit that I am entitled to the cost of 1 strut, cost \$180.00, 1/2 hour of labor, cost \$37.50 and the alignment of the front end, which is recommended after the replacement of a strut, cost \$64.95 for a total of \$282.45.

I appreciate and look forward to your attention in this matter. If you have any questions, feel free to contact me on my cell phone, # 401-662-2360.

Respectfully,

George L. Otilige
550 Reed Road
Swansea, MA 02777

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2015 MAR -4 A 10: 57
CITY CLERK
FALL RIVER, MA
15-50



Council
21

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2015 MAR -4 A 10: 58

**City of Fall River
Notice of Claim**

CITY CLERK 15-51
FALL RIVER, MA

1. Claimant's name: Mcaylee-Joy Worsley
 2. Claimant's complete address: 999 Langley St. Fall River, MA 02720
 3. Telephone number: Home: 508-567-5180 Work: 508-837-8503
 4. Nature of claim: (e.g., auto accident, slip and fall on public way or property damage):
Tire damage due to massive pot hole.
 5. Date and time of accident: 2/4/15 / 3:00 PM Amount of damages claimed: \$ 130.21
 6. Exact location of the incident: (include as much detail as possible):
Plymouth Avenue across from Fall River Ford.
 7. Circumstances of the incident: (attach additional pages if necessary):
* Attached on next page *
8. Have you submitted a claim to any insurance company for damages arising from this incident? If so, name and address of insurance company: Yes No

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

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

Date: 2/28/15

Claimant's signature: Mcaylee-Joy Worsley

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

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

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Copies forwarded to:	<input checked="" type="checkbox"/> City Clerk	<input checked="" type="checkbox"/> Law	<input checked="" type="checkbox"/> City Council	<input checked="" type="checkbox"/> City Administrator	<input checked="" type="checkbox"/> <u>DPW</u>	Date:	MAR - 4 2015

I was driving on Plymouth Avenue in Fall River on my way to Burlington Coat Factory on February 4, 2015 at 3:00 PM, when my front driver side tire hit a massive unavoidable pot hole. It was across from Fall River Ford and in the left lane. The following day when I got in my car and got on the highway to get to school, my car sensor popped up and said "Low Tire Pressure". Once I made it to school, I decided to check my tires and the front driver side tire, which is the one that hit the pot hole, looked much lower. I went to class and when I got back to my car after all my classes were done for the day, the tire was completely flat. I commute to school from Fall River to Providence College, so I had to call my parents to come and put a spare tire on my car in order to make it home safely. In order to purchase another tire, I had to wait a week until I could afford one. I am a full-time college student working two part-time jobs and I have to budget my money. During the week when I had the spare tire, I had to miss class on two days because it is not safe to drive a spare on the highway in the front of the car especially during bad weather. I am a senior and I have capstone classes that are only once a week and it is not good if I have to miss them, especially for issues that could be avoided if our city streets were drivable. I had to buy a tire last year in March for the same issue, but did not know that I could claim it to the city. The streets in this city are a complete disaster, and it is a disgrace that I have to warn family and friends of particular streets to avoid because the holes are so large and not even patched. I have attached my receipt from 2/13/15 in the amount of \$130.21, which is the amount that I am claiming. I also have attached the receipt from my purchase at Burlington Coat Factory, which shows the date and time that the incident happened on. I have also included pictures of my damaged tire. Unfortunately, I could not stop my car on Plymouth Avenue to get a picture of the massive pot hole due to the danger that it could involve on such a busy road. Lastly, I have also sent in a copy of my receipt from 2014 in the amount of \$155.15 just to show you that I did have to purchase a tire last year as well due to a pot hole. I hope fixing/patching the pot holes all throughout the city become a priority. I work at Crawford Nursing Home on Oak Grove Avenue for one of my jobs, and the road is full of pot holes that I have to avoid every time I go to work. Thankfully I know where these are to avoid damaging more tires, because they are so large and do not appear to be getting patched anytime soon.

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 2015 MAR -4 A 10:58
 CITY CLERK 15-51
 FALL RIVER, MA