

# City of Fall River Massachusetts

## Office of the City Clerk

**ALISON M. BOUCHARD**  
CITY CLERK

**INÊS LEITE**  
ASSISTANT CITY CLERK

**MARCH 22, 2013**  
**MEETINGS SCHEDULED FOR NEXT WEEK**  
**TUESDAY, MARCH 26, 2013**

**6:00 P.M. COMMITTEE ON FINANCE**

1. Transfers and appropriations (See #1 below)

**AGENDA**

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

**PRIORITY MATTERS**

1. \*Transfers and appropriations (See #1 Finance)

**PRIORITY COMMUNICATIONS**

2. \*Mayor and Preservation Restriction Agreement for the Bank Street Armory
3. \*Board of Election Commissioners and order authorizing polling precincts for Special State Primary Election and Special State Election for Senator in Congress

**COMMITTEE REPORTS** – None

**ORDINANCES**

Second Reading and Enrollment:

4. \*Traffic, misc.

Second Reading and Enrollment, as amended:

5. \*Proposed Ordinance – Amending Section 2-131 re: loan order limits within a fiscal year
6. \*Proposed Ordinance – Establish Community Preservation Committee

**RESOLUTIONS**

7. \*Com. on Finance convene to discuss yard waste collection program
8. \*Administration req. proposals to set up an off-site drive up window where city business can be conducted
9. \*Com. on Ordinances and Legislation convene to review Section 74-100 regarding sewer repairs
10. \*Request Fall River School Committee name Matthew J. Kuss Middle School auditorium in honor of Dr. Irving A. Fradkin
11. \*Com. on Finance convene to receive updates on various task forces formed by Administration
12. \*Planning Board address zoning of Medical Marijuana Dispensaries as soon as possible
13. \*Req. area delegation work with Washington to re-open public tours of the White House
14. \*Planning Board consider extending the waterfront district in a northerly direction from its current terminus to extend to and include the Fall River Country Club

**CITATIONS**

15. Bishop Connolly High School Basketball Team – 2012-1013 Division IV State Champions
16. Fall River Fire Department participants in the 2013 American Lung Association "Fight for Air Climb"

**ORDERS – HEARINGS FOR TONIGHT**

Auto Body Shop License:

17. Errol Baker, 558 Anthony Street, d/b/a Eddie & Son Auto Body Repair at 115 Maple St.

**ORDERS – HEARINGS TO BE SCHEDULED** – None

**ORDERS – NO HEARING REQUIRED**

18. Police Chief's report on licenses

**ORDERS – MISCELLANEOUS**

19. Warrant – Special State Primary Election, April 30, 2013 and Special State Election June 25, 2013

**COMMUNICATIONS – INVITATIONS – PETITIONS**

- 20. \*Claims
- 21. \*Rep. William R. Keating re White Ribbon Campaign
- 22. \*Street opening request – less than 5 years – Jose Pacheco of Broadway Properties, LLC to open Eagle
- 23. Street for new commercial business to be built at 155 Hope Street
- 24. \*Structure on/over a public way – Eastern Avenue

**BULLETINS – NEWSLETTERS – NOTICES**

- 25. \*Mass. DEP re Fall River – BFI Landfill – Conditional Approval – Authorization to Operate Area 3 Expansion

  
City Clerk



City of Fall River  
Massachusetts  
Office of the Mayor

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2013 MAR 22 P 2:38

WILLIAM A. FLANAGAN  
*Mayor*

CITY CLERK \_\_\_\_\_  
FALL RIVER, MA

March 22, 2013

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

Dear Honorable Council Members:

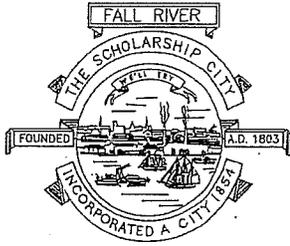
In accordance with the provisions of Chapter 44, Section 32 of the Massachusetts General Laws, I recommend the following appropriations to your Honorable Body. The following appropriations/transfers will assist the city in closing its Fiscal Year 2012:

1. \$100,000  
That the sum of \$100,000 be, and the same is, hereby transferred and appropriated from **SURPLUS REVENUE**, to be credited to the **WESTALL INSURANCE RECOVERY ACCOUNT**.
2. \$32,500  
That the sum of \$32,500 be, and the same is, hereby transferred and appropriated from **WATER RETAIN EARNINGS**, to be credited to the **WATER CAPITAL PHASE 1 ACCOUNT**.
3. \$34,837  
That the sum of \$34,837 be, and the same is, hereby transferred and appropriated from **WATER RETAIN EARNINGS**, to be credited to the **WATER CAPITAL PHASE 6 ACCOUNT**.

If you have any questions or concerns regarding this, please feel free to contact me.

Sincerely,

William A. Flanagan  
Mayor



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

**WILLIAM A. FLANAGAN**  
*Mayor*

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CITY CLERK \_\_\_\_\_  
FALL RIVER, MA

March 19, 2013

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

Honorable Members of the Council:

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

1. Westall School License Agreement with the Fall River Office of Economic Development
2. Westall School Insurance Appropriation

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

Sincerely,



William A. Flanagan  
Mayor

**City of Fall River, In City Council**

**March 26, 2013**

**# 1**

**ORDERED:**

That the City hereby appropriates the insurance proceeds from the insurance claim for damage to the Westall School and also appropriates One Hundred Thousand and 00/100 (\$100,000.00) from the Surplus Revenue Account, as the City's deductible under the insurance policy for the Westall School, to pay the costs of reconstructing, replacing and restoring the portions of the Westall School and equipment and books therein that suffered damage as a result the recent winter storm on January 31, 2013, and for the payment of all other costs incidental and reasonably associated thereto, pursuant to M.G.L. Chapter 44, Section 53 and any other enabling and authorizing authority.



**City of Fall River**  
**Massachusetts**  
Department of Financial Services  
TREASURER • COLLECTOR • AUDITOR • ASSESSOR

**WILLIAM A. FLANAGAN**  
*Mayor*

**JOHN L. NUNES, CMMT, CMMC**  
*Director of Financial Services/Treasurer*

**PAULIANNE MARTINS-TEIXEIRA**  
*Assistant Treasurer*

03/19/2013

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

I respectfully request your approval of the attached license agreement with the Fall River office of Economic Development (FROED) for the temporary housing of students from the Westall School as a result of the January 31, 2013 storm and to authorize payments to FROED under Massachusetts General Law Chapter 44 Section 53.

If you have any questions, please do not hesitate to contact me.

Sincerely,

John L. Nunes, CMMT/CMMC  
Director of Financial Services / Treasurer

## LICENSE AGREEMENT

This License Agreement (the "Agreement") dated February 25, 2013, and effective as of the 1st day of February 2013, is made and entered into by and between JOBS FOR FALL RIVER INC. d/b/a **FALL RIVER OFFICE OF ECONOMIC DEVELOPMENT** ("Licensor"), a duly organized and existing Massachusetts corporation with an office at One Government Center, Fall River MA 02722, and City of Fall River, Massachusetts ("Licensee"), a municipal corporation, having its principal place of business located at One Government, Fall River, Massachusetts 02722.

### I. Licensed Premises

A. Licensor is the owner of the land and building located at 139 South Main Street, Fall River, Massachusetts (the "Building"), more particularly described in Exhibit A, and other improvements thereon.

B. Licensee has requested a license to use approximately 15,000 square feet of rentable space on the third floor in the Building (the "Licensed Premises"), more particularly shown on the plan attached hereto as Exhibit B, and to use certain common areas of the Building for the operation of the Resiliency School.

C. Licensee desires a license for the use of the Licensed Premises for the Permitted Uses (defined below) for the period set forth herein (the "License").

### II. Grant of License; Term; Uses; Assignment/Sublicenses; Legislation/Lease

For consideration paid, the receipt and sufficiency of which is hereby acknowledged, Licensor hereby grants Licensee the License, subject to the following terms and conditions:

A. License Rights and Term. The term of the License will commence on February 1, 2013 (the "Effective Date") and will terminate on June 30, 2013 (the "Termination Date"), unless the License is terminated earlier under the terms hereof or is extended by mutual agreement of the parties hereto. The parties may agree to extend this License for an additional period of up to five years. The parties acknowledge and confirm that the right granted hereunder to Licensee is a license and no greater rights in the Licensed Premises are granted hereunder.

B. Uses.

(i) Licensee shall use the Licensed Premises solely for office, instructional and educational uses, (the "Permitted Uses") and for no other uses.

(ii) Licensee shall also have the non-exclusive right to use the common areas of the Building, subject to Licensor's right to establish and modify rules regarding the use of such common areas.

C. Assignment. Licensee may not assign the rights granted hereunder or its obligations hereunder without Licensor's prior written consent. In the event that Licensee makes an assignment without Licensor's prior written consent, Licensor shall have the right to terminate this Agreement. In any event, Licensee shall remain liable for its obligations and duties contained herein for the balance of the term or any extension thereof.

D. Sublicenses. Licensee may not sublicense portions of the Licensed Premises together with all or a portion of Licensee's rights to use the common areas, without the written approval of the Licensor.

E. Termination. Non-applicable

### III. License Payments.

#### A. Fixed Fee.

As the Fee for the License granted hereunder, Licensee shall pay to Licensor \$8.25 per square foot for the term of this License. Equal monthly payments of \$10,312.50 shall be made in equal monthly installments in arrears beginning on February 1, 2013 and ending on July 31, 2013, unless otherwise extended by the parties.

Said Fee shall include all costs for heat, water, gas, electricity, and any other utilities used or consumed on the Licensed Premises, parking for 35 cars within the Pearl Street Garage, additional building security from 6:00 AM to 8:00 AM, and a Licensee percentage share of 28% of all Building operating and maintenance expenses, as defined in Exhibit C (collectively, "Expenses") incurred by Licensor during the term hereof.

Licensor shall not be liable for any damage or loss occasioned by the quantity, quality, or continuity of such utilities unless such damage or loss shall be the result of the negligence of Licensor, its employees, representatives, or contractors.

### IV. Signage.

Licensee may, with the approval of Licensor, place temporary signage within the building directing students to the leased premises.

### V. Compliance; Maintenance and Repairs; Utilities; Access; Alterations; Etc.

A. Condition of Licensed Premises. Licensor makes no representations, either express or implied, as to the condition of the Licensed Premises, and Licensee accepts the Licensed Premises in their present "as is," "where is" condition.

#### B. Compliance with Laws: No Waste.

(i) Licensee agrees to comply with all present and future applicable governmental laws, ordinances, orders and regulations affecting the Licensed Premises or the use thereof and all

rules and regulations adopted by Licensor and/or any governing committee governing the Building.

(ii) Licensee further agrees not to suffer, permit or commit any waste, or otherwise to allow, suffer or permit the Licensed Premises or any use thereof or the exercise of any rights hereunder to constitute a nuisance or to interfere with other user's or invitee's use of the Building Property.

C. Licensor's Repair and Maintenance.

Licensor shall maintain in good repair, at Building standards established by Licensor ("Building Standards"), ordinary wear and tear excepted, and provide janitorial services to

- (i) the common areas of the Building as shown on Exhibit A, except as provided in Section D below;
- (ii) common building systems throughout and servicing the entire Building, including those portions within the Licensed Premises;
- (iii) the exterior of the Building;
- (iv) the Property.

D. Licensee's Repair and Maintenance.

Licensee shall maintain in good repair to Building Standards, ordinary wear and tear excepted:

- (i) the Licensed Premises, except for those portions of the common Building systems that are within the Licensed Premises; and
- (ii) all Equipment and all other personal property of Licensee;

F. Risk of Loss. Licensee's use and occupancy of the Licensed Premises shall be at its sole risk and hazard, and Licensor shall have no responsibility or liability for any loss or damage to the personal property, including the Equipment, of Licensee, or its employees, agents, occupants, invitees, sublicensees or anyone claiming by, through or under Licensee ("Licensee's Parties").

G. Alterations. Licensee shall not make or allow any alterations to the Licensed Premises without Licensor's prior written consent.

H. Access. Licensee shall have access to the Building and Licensed Premises during normal operating hours and hours when classes may be taking place, except in the event of a Building emergency.

## VI. Insurance

Licensee represents to Licensor that Licensee is self-insured for potential casualty risks occurring at the Building and on the Property.

## VII. Defaults

If Licensee defaults in any of the terms or provisions of this agreement, including without limitation the payment of any amounts due hereunder, and such default is not cured within thirty (30) days following written notice thereof, Licensor may immediately terminate this Agreement by written notice to Licensee. Upon the termination of this Agreement for any reason, Licensee shall promptly remove all its personal property from the Licensed Premises and return the Licensed Premises to Licensor in good, broom-clean order and condition.

## VIII. Notice

Notices hereunder shall be mailed, certified mail, return receipt required, or delivered in hand, if a receipt therefor is obtained, to the following addresses:

Licensor: At the address first set forth above  
to the attention of "Executive Vice President"

Kenneth Fiola, Jr.  
Executive Vice President  
Fall River Office of Economic Development  
One Government Center  
Fall River, MA 02722

with a copy to:  
James W. Clarkin  
Clarkin, Gauvin, & Novack  
84 North Main Street  
P.O. Box 267  
Fall River, MA 02722

Licensee: William A. Flanagan  
Mayor, City of Fall River  
One Government Center  
Fall River, MA 02722

with a copy to:  
Elizabeth Sousa  
Corporation Counsel  
City of Fall River  
One Government Center  
Fall River, MA 02722

**IX. Miscellaneous**

A. All provisions of this Agreement assigning obligations and allocating responsibility or liability between Licensee and Licensor and indemnification provisions hereof shall survive the expiration of this Agreement.

B. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.

C. This Agreement represents the entire and integrated agreement between Licensor and Licensee and supersedes and replaces all terms and conditions of any prior agreements, negotiations, or representations, written or oral, with respect to the subject matter hereof.

D. If any provision of this Agreement is declared or found to be void, then both parties shall be relieved of all obligations under that provision. The remainder of this Agreement shall remain enforceable to the fullest extent permitted by law.

E. Any modification or amendment to this Agreement shall be in writing and duly executed by both parties hereto to be effective.

F. The terms and provisions hereof shall bind and inure to the benefit of the successors and permitted assigns of Licensee and the successors and assigns of Licensor.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as a sealed instrument and signed in duplicate by their duly-authorized representatives, as of the date first above written.

LICENSOR  
JOBS FOR F ALL RIVER, INC.  
d/b/a Fall River Office of Economic Development

LICENSEE  
Office of the Mayor  
Fall River, Massachusetts

By: \_\_\_\_\_  
Name: Paul S. Medeiros  
Title: President

By: \_\_\_\_\_  
Name: William A. Flanagan  
Title: Mayor

Approved as to form and manner

\_\_\_\_\_  
Corporation Counsel

EXHIBIT "A"

EXHIBIT A

139 SOUTH MAIN STREET  
FALL RIVER, MA

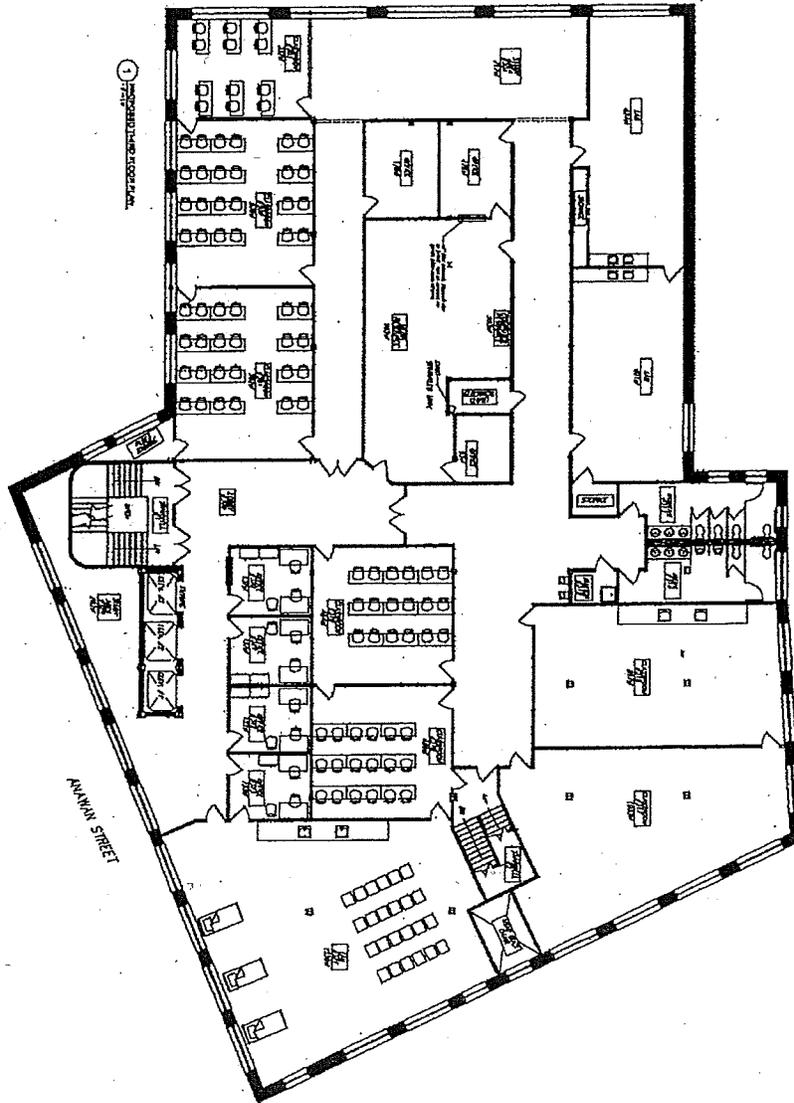
Building Square Footage	75000
Leaseable Square Footage	65000
Useable Common Area Square Footage	10000

1st Floor lease space	8372+/- s/f; 1st floor common area 6628+/- s/f
2nd floor lease space	15000 s/f; no common area
3rd floor lease space	15000 s/f; no common area
4th floor lease space	9168 +/- s/f; 4th floor common area 3372+/- s/f
Basement lease space	15000 +/- s/f; basement

1

EXHIBIT "B"

SOUTH MAIN STREET



ANNAN STREET

SK-2

DRAWING NUMBER

SCALE  
NOT TO SCALE  
DATE  
CONTRACT # 1, 2007  
REVISION

SHEET CONTENTS  
THIS IS FOR  
LAND

CHERRY & WEBB BUILDING  
139 S. MAIN STREET  
FALL RIVER, MASSACHUSETTS

WILLIAM STARK  
ARCHITECTS, INC.  
114 DUREE STREET  
FALL RIVER, MASSACHUSETTS 02720  
Tel: 508.679.5743  
Fax: 508.672.8556  
e-mail: [stark@starkarch.com](mailto:stark@starkarch.com)

EXHIBIT "C"

Said Fee shall include all costs for heat, water, gas, electricity, and any other utilities used or consumed on the Licensed Premises and a Licensee percentage share of 28% of all Building operating and maintenance expenses, as defined in hereunder and incurred by Licensor during the term hereof.

In addition to other costs stipulated in Section III License Payments, said Fixed Fee costs shall include Licensor's percentage share of the cost and expense of insuring, operating, maintaining, repairing and replacing the Common Areas hereof and walkways of the Building and Property, signs, awnings, canopies and the cost of complying with all governmental laws, ordinances, and regulations applicable to the Building and Property, relating to the Building and Property (hereinafter referred to as "Common Area Maintenance Costs"). Common Area Maintenance costs shall include:

- (i) The cost of services, utilities, materials and supplies furnished or used in the operation, repair, maintenance, trash disposal, cleaning, management and protection of the Building and Property, including, without limitation, fees, if any, imposed upon Licensor, or charged to the Building and Property by the state or municipality in which the Building and Property is located on account of the need of the Building and Property for increased or augmented public safety services.
- (ii) The cost of replacements for tools and other similar equipment used in the repair, maintenance, cleaning and protection of the Building and Property.
- (iii) Premiums for insurance against damage or loss to the Building and Property from such hazards as shall from time to time be generally required by institutional mortgages in the Fall River area for similar properties, including, but not by way of limitation, insurance covering loss of rent attributable to any such hazards, and public liability insurance.
- (iv) If, during the term of this License, Licensor shall make a capital expenditure, the total cost of which is not properly includable in Common Area Maintenance Costs for the License Year in which it was made, there shall nevertheless be included in such Operating Expenses for the License Year in which it was made and in Operating Expenses for each succeeding License Year the annual charge-off of

such capital expenditure. Annual charge-off shall be determined by dividing the original capital expenditure plus an interest factor, reasonably determined by Licensor as being the interest rate then being charged for long-term mortgages by institutional lenders on like properties within the locality in which the Property is located, by the number of years of useful life of the capital expenditure; and the useful life shall be determined reasonably by Licensor in accordance with generally accepted accounting principles and practices in effect at the time of making such expenditure.

- (v) Costs for electricity, water, trash removal and sewer use charges, and other utilities supplied to the Building and Property and not paid for directly by Licensee.
- (vi) Betterment assessments provided the same are apportioned equally over the longest period permitted by law, and any other governmental charges or taxes not included in Section I, including linkage payments, if any. Amounts paid to independent contractors for services, materials and supplies furnished for the operation, repair, maintenance, cleaning and protection of the Building and Property.

Notwithstanding the foregoing provisions, Common Area Maintenance Costs shall not include:

- (i) costs of repairing and replacing, to the extent that proceeds of insurance or condemnation awards are received therefore; and
- (ii) costs of a capital nature to the extent they improve the Common Areas beyond their original condition or utility as they may be put from time to time by Licensor.

FY 13 Appropriation/Transfer Analysis

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CITY CLERK  
FALL RIVER, MA

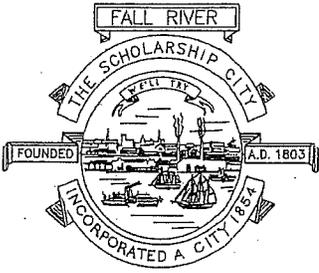
Line	Original/Revised Appropriation	Amount Transferred	New Appropriation
General Fund Surplus Revenue (Certified Freecash)	\$ 3,157,425	\$(100,000)	\$ 3,057,425
Westall School Capital Repairs Project	\$ -	\$ 100,000	\$ 100,000
Water Enterprise Fund Surplus Revenue (Certified Freecash)	\$ 352,255	\$(67,337)	\$ 284,918
Water Capital Project Phase 1 - closeout	\$ -	\$ 32,500	\$ 32,500
Water Capital Project Phase 6 - closeout	\$ -	\$ 34,837	\$ 34,837

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



Krishan Gupta, City Auditor

3/22/2013



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

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2013 MAR 21 P 4:43

CITY CLERK \_\_\_\_\_  
FALL RIVER, MA

**WILLIAM A. FLANAGAN**  
*Mayor*

**TERRANCE SULLIVAN**  
Administrator

March 19, 2013

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

Dear Council Members:

It is respectfully requested that you transfer funds from Water Division's Retained Earnings to capital funds to close financing of funds 5629 and 5639. The Water Divisions Retained Earnings was certified at \$352,255.00 for the close of FY12.

It is requested that \$32,499.33 be transferred to Phase 6 of the Water System Capital Improvement Projects (fund #5639) and \$34,837.00 to Phase 1 of the Water System Capital Improvement Projects (fund #5629).

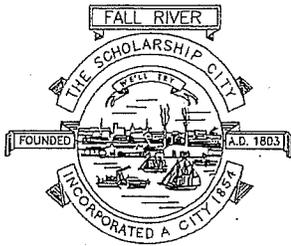
The work on both these projects is complete. These transfers are intended to close the projects.

Please contact Mr. Terrance Sullivan if you have any questions. The Water Board approved this request on March 18, 2013.

Sincerely,

Mayor William A. Flanagan

2



City of Fall River  
Massachusetts  
Office of the Mayor

WILLIAM A. FLANAGAN  
Mayor

March 13, 2013

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

Dear Members of the City Council:

It is respectfully requested that the City Council approve the City's intent to record Preservation Restriction Agreements (sample attached) for a property that is the subject of a grant application to the Massachusetts Historical Commission. The attached letter of intent was included with the application submitted March 8, 2013.

The Preservation Restriction Agreement does not have to be executed until projects are underway, but the ability to comply with this requirement must be established before funding recommendations and allocations are made by the Massachusetts Historical Commission. An application has been filed with the Commission for a grant associated with the preservation and rehabilitation of the Armory on Bank Street.

The Massachusetts Historical Commission requires approval of the agreement, so your expeditious approval is appreciated.

Respectfully Submitted,

William A. Flanagan  
Mayor

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2013 MAR 18 P 3:17  
CITY CLERK  
FALL RIVER, MA



City of Fall River  
Massachusetts  
Office of the Mayor

WILLIAM A. FLANAGAN  
*Mayor*

March 1, 2013

Brona Simon, Executive Director & Deputy SHPO  
Massachusetts Historical Commission  
Massachusetts Archive Building  
220 Morrissey Boulevard  
Boston, MA 02125

RE: Massachusetts Preservation Projects Fund

Dear Ms. Simon:

On behalf of the City of Fall River, I by this letter and as owner of record, confirm our intention to record a permanent Preservation Restriction and maintenance agreement on the Bank Street Armory in Fall River, should we be awarded a grant from the Massachusetts Preservation Project Fund. The Restriction shall be recorded under the provisions of M.G.L., Chapter 184, sections 31-33. There is no mortgage on the property.

Sincerely,

William A. Flanagan  
Mayor

2

PRESERVATION RESTRICTION AGREEMENT  
between the COMMONWEALTH OF MASSACHUSETTS  
by and through the MASSACHUSETTS HISTORICAL COMMISSION  
and the

The parties to this Agreement are the Commonwealth of Massachusetts, by and through the Massachusetts Historical Commission located at the Massachusetts Archives Building, 220 Morrissey Boulevard, Boston, Massachusetts 02125, hereinafter referred to as the Commission, and the (Grantor of the PR and their Address), hereinafter referred to as the Grantor.

WHEREAS, the Grantor is the owner in fee simple of certain real property with improvements known as the (property name) thereon as described in a deed dated \_\_\_\_\_, from \_\_\_\_\_ to \_\_\_\_\_, recorded with the \_\_\_\_\_ Registry of Deeds, Book \_\_\_\_\_, Page \_\_\_\_\_, and which is located at (physical address of property), hereinafter referred to as the Premises. The Premises is also described in Exhibit A (full legal boundary description from deed cited above or Registry copy of deed cited above and legal plot plan referenced as an additional Exhibit) attached hereto and incorporated herein by reference; and

WHEREAS, the Premises includes, but is not limited to, the following (brief description of building(s), structure(s), and other features present on the Premises); and is also shown as Parcel \_\_\_\_\_ on the Assessor's Map attached as Exhibit B hereto and incorporated herein by reference.

WHEREAS, the Grantor wishes to impose certain restrictions, obligations and duties upon it as the owner of the Premises and on the successors to its right, title and interest therein, with respect to maintenance, protection, and preservation of the Premises in order to protect the architectural, archaeological and historical integrity thereof; and

WHEREAS, the Premises is significant for its architecture, archaeology and/or associations, and was listed in the State and National Registers of Historic Places on (date listed) as a contributing resource to the \_\_\_\_\_ District, and therefore qualifies for a preservation restriction under M.G.L., Chapter 184, section 32; and

WHEREAS, the preservation of the Premises is important to the public for the enjoyment and appreciation of its architectural, archaeological and historical heritage and will serve the public interest in a manner consistent with the purposes of M.G.L. Chapter 184, sections 31, 32, and 33 hereinafter referred to as the Act; and

WHEREAS, the Commission is a government body organized under the laws of the Commonwealth of Massachusetts and is authorized to accept these preservation restrictions under the Act;

NOW, THEREFORE, for good and valuable consideration, the Grantor conveys to the Commission the following preservation restrictions, which shall apply in Perpetuity to the Premises.

PURPOSE

It is the Purpose of these preservation restrictions to ensure the preservation of those characteristics which contribute to the architectural, archaeological and historical integrity of the Premises which have been listed in the National and/or State Registers of Historic Places, under applicable state and federal legislation. Characteristics which contribute to the architectural, archaeological and historical integrity of the Premises include, but are not limited to, the artifacts, features, materials, appearance, and workmanship of the Premises, including those characteristics which originally qualified the Premises for listing in the National and/or State Registers of Historic Places.

TERMS

The terms of the Agreement are as follows:

1. Maintenance of Premises: The Grantor agrees to assume the total cost of continued maintenance, repair and administration of the Premises so as to preserve the characteristics which contribute to the architectural, archaeological and historical integrity of the Premises in a manner satisfactory to the Commission according to the Secretary of the Interior's "Standards for the Treatment of Historic Properties with Guidelines for Preserving, Rehabilitating, Restoring, and Reconstructing Historic Buildings" (36 CFR 67 and 68), as these may be amended from time to time. The Grantor may seek financial assistance from any source available to it. The Commission does not assume any obligation for maintaining, repairing or administering the Premises.
2. Inspection: The Grantor agrees that the Commission may inspect the Premises from time to time upon reasonable notice to determine whether the Grantor is in compliance with the terms of this Agreement.
3. Alterations: The Grantor agrees that no alterations shall be made to the Premises, including the alteration of any interior, unless (a) clearly of minor nature and not affecting the characteristics which contribute to the architectural, archaeological or historical integrity of the Premises, or (b) the Commission has previously determined that it will not impair such characteristics after reviewing plans and specifications submitted by the Grantor, or (c) required by casualty or other emergency promptly reported to the Commission. Ordinary maintenance and repair of the Premises may be made without the written permission

of the Commission. For purposes of this section, interpretation of what constitutes alterations of a minor nature and ordinary maintenance and repair is governed by the Restriction Guidelines which are attached to this Agreement and hereby incorporated by reference.

4. Notice and Approval: Whenever approval by the Commission is required under this restriction, Grantor shall request specific approval by the Commission not less than (30) days prior to the date Grantor intends to undertake the activity in question. A request for such approval by the grantor shall be reasonably sufficient as a basis for the Commission to approve or disapprove the request. The notice shall describe the nature, scope, design, location, timetable and any other material aspect of the proposed activity in sufficient detail to permit the Commission to make an informed judgment as to its consistency with the purposes of this Preservation Restriction. Within (30) days of receipt of Grantor's reasonably sufficient request for said approval, the Commission shall, in writing, grant or withhold its approval, or request additional information relevant to the request and necessary to provide a basis for its decision. However, should the Commission determine that additional time is necessary in order to make its decision the Commission shall notify the Grantor. The Commission's approval shall not be unreasonably withheld, and shall be granted upon a reasonable showing that the proposed activity shall not materially impair the Purpose of this Agreement. Failure of the Commission to make a decision within sixty (60) days from the date on which the request is accepted by the Commission or notice of a time extension is received by the Grantor shall be deemed to constitute approval of the request as submitted, so long as the request sets forth the provisions of this section relating to deemed approval after the passage of time.

5. Assignment: The Commission may assign this Agreement to another governmental body or to any charitable corporation or trust among the purposes of which is the maintenance and preservation of historic properties only in the event that the Commission should cease to function in its present capacity.

6. Validity and Severability: The invalidity of M.G.L. c. 184 or any part thereof shall not affect the validity and enforceability of this Agreement according to its terms. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement.

7. Recording: The Grantor agrees to record this Agreement with the appropriate Registry of Deeds and file a copy of such recorded instrument with the Commission.

8. Archaeological Activities: The conduct of archaeological activities on the Premises, including without limitation, survey, excavation and artifact retrieval, may occur only following the submission of an archaeological field investigation plan prepared by the Grantor and approved in writing by the State Archaeologist of the Massachusetts Historical Commission (M.G.L. Ch.9, Section 27C, 950 CMR 70.00).

9. Other Provisions: None applicable.

The burden of these restrictions enumerated in paragraphs 1 through 9, inclusive, shall run with the land and is binding upon future owners of an interest therein.

2

IN WITNESS WHEREOF, we have hereunto set our hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

TITLE OF ORGANIZATION

By: \_\_\_\_\_  
Name:  
Title:

COMMONWEALTH OF MASSACHUSETTS

\_\_\_\_\_, ss.

On this \_\_\_\_ day of \_\_\_\_\_, 2013, before me, the undersigned notary public, personally appeared \_\_\_\_\_, proved to me through satisfactory evidence of identification, which was (a current driver's license) (a current U.S. passport) (my personal knowledge of the identity of the principal), to be the person whose name is signed on the preceding or attached document, and acknowledged to me that s/he signed it voluntarily for its stated purposes.

\_\_\_\_\_  
Notary Public  
My Commission Expires \_\_\_\_\_

APPROVAL BY THE MASSACHUSETTS HISTORICAL COMMISSION

The undersigned hereby certifies that the foregoing preservation restrictions have been approved pursuant to Massachusetts General Laws, Chapter 184, section 32.

MASSACHUSETTS HISTORICAL COMMISSION

By \_\_\_\_\_  
Brona Simon  
Executive Director and Clerk  
Massachusetts Historical Commission

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

On this \_\_\_\_ day of \_\_\_\_\_, 2013, before me, the undersigned notary public, personally appeared Brona Simon, proved to me through satisfactory evidence of identification, which was (a current driver's license) (a current U.S. passport) (my personal knowledge of the identity of the principal), to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purposes.

Notary Public

\_\_\_\_\_  
My Commission Expires \_\_\_\_\_



# CITY OF FALL RIVER, MASSACHUSETTS

BOARD OF ELECTION COMMISSIONERS

ONE GOVERNMENT CENTER

TEL. 508-324-2630

RECEIVED

2013 MAR 19 P 1:09

## COMMISSIONERS

ELIZABETH A. CAMARA, CHAIRPERSON

AILEEN H. BELFORD, CLERK

MICHAEL P. DUNN

GREGORY A. BRILHANTE

CITY CLERK \_\_\_\_\_  
FALL RIVER, MA

March 19, 2013

Honorable City Council  
One Government Center  
Fall River MA

Dear City Councillors:

The Board of Election Commissioners is requesting the attached list of locations be designated as polling precincts for the upcoming Special State Primary Election being held on Tuesday, April 30, 2013 and the Special State Election being held on Tuesday, June 25, 2013. The Special State Primary and Special State Election is for the office of:

### Senator in Congress

Also for any questions appearing on the ballot. A copy of the warrant that will be posted at each polling location is also included. The polls will open at 7:00 AM and close at 8:00 PM.

Sincerely,

Elizabeth A. Camara, Chairperson  
Board of Election Commissioners

List of Wards, Precincts and Polling Places

Ward	Prnct	Polling Place Name	Polling Place Address
1	A	ALFRED LETOURNEAU SCHOOL	323 ANTHONY ST
	B	EDWARD F. DOOLAN APTS	CORNER OF LAUREL & MITCHELL DR
	C	ALFRED LETOURNEAU SCHOOL	323 ANTHONY ST
2	A	BLESSED TRINITY CHURCH	1340 PLYMOUTH AVE (ENTRANCE ON WINTHROP ST)
	B	BLESSED TRINITY CHURCH	1340 PLYMOUTH AVE (ENTRANCE ON WINTHROP ST)
	C	CANDEIAS-NIAGARA FIRE STA	CORNER PLYMOUTH AVE & WARREN ST
3	A	MITCHELL APARTMENTS	2100 SOUTH MAIN ST
	B	CARLTON M VIVEIROS SCHOOL	200 LEWIS ST
	C	MATTHEW J KUSS MIDDLE SCH	ENTRANCE ON SHAW ST
4	A	FRANK B. OLIVEIRA APTS	170 WILLIAM ST
	B	JAMES A. O'BRIEN APTS	MORGAN & SECOND STS
	C	THE ATRIUM AT GOV'T CTR	ENTRANCE ON SULLIVAN DR
5	A	CANDEIAS-NIAGARA FIRE STA	CORNER PLYMOUTH AVE & WARREN ST
	B	CHOR BISHOP EID APTS	33 QUEQUECHAN ST
	B1	CHOR BISHOP EID APTS	33 QUEQUECHAN ST
	C	MARY L. FONSECA SCHOOL	160 WALL ST
6	A	FRANCIS J. BARRESI HTS	1863 PLEASANT ST
	B	GEORGE H. COTTELL HTS	1685 PLEASANT ST
	C	RENEY/EASTWOOD FIRE STA	400 EASTERN AVE
	C1	RENEY/EASTWOOD FIRE STA	400 EASTERN AVE
7	A	UNION UNITED METH CHURCH	600 HIGHLAND AVE
	B	THE ATRIUM AT GOV'T CTR	ENTRANCE ON SULLIVAN DR
	C	RAYMOND D. HOLMES APTS	ENTRANCE ON FULTON ST
8	A	MARY L. FONSECA SCHOOL	160 WALL ST
	B	CARDINAL MEDEIROS TOWERS	1197 ROBESON ST (ENTRANCE ON STANLEY ST)
	C	SPENCER BORDEN SCHOOL	ENTRANCE ON CHESTNUT ST
9	A	JAMES TANSEY SCHOOL	711 RAY ST
	B	CALVARY TEMPLE ASSEM OF G	4321 NORTH MAIN ST
	C	CALVARY TEMPLE ASSEM OF G	4321 NORTH MAIN ST

Total Number of Polling Places: 29  
No. Pages of Printed: 1

\*\*\* End of Report \*\*\*

City of Fall River, *In City Council*

4

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

That Chapter 70 of the Revised Ordinances of the City of Fall River, Massachusetts, 1999, which chapter relates to traffic be amended as follows:

Section 1.

By inserting in Section 70-241, which section relates to stop intersections designated, in proper alphabetical order the following:

King Street, west and east for northbound and southbound drivers, on King Street at Penn Street.

Stop sign location will be at the west north corner and east south corner on King Street  
King Street, west side, for southbound drivers on King Street at Mount Hope Avenue. Stop sign location will be at the west north corner on King Street

Oak Street, east side, for northbound drivers on Oak Street at Franklin Street. Stop sign location will be at the east south corner on Oak Street

Section 2.

By striking out in Section 70-387, which section relates to handicapped parking the following:

Choate Street, west side, starting at a point 83 feet north of Alden Street, for a distance of 20 feet north

Eagle Street, west side, starting at a point 38 feet north of Division Street, for a distance of 20 feet north

Slade Street, north side, starting at a point 116 feet east of Church Street, for a distance of 20 feet east

Tripp Street, west side, starting at a point 73 feet south of Charles Street, for a distance of 20 feet south

Walnut Street, south side, starting at a point 165 feet west of Hanover Street, for a distance of 20 feet west

CITY OF FALL RIVER  
IN CITY COUNCIL

MAR 12 2013

*Passed through first reading*

City of Fall River, *In City Council*

5

(Councilor Raymond A. Mitchell)  
(Councilor Michael L. Miozza)

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

That Chapter 2 of the Revised Ordinances of the City of Fall River, Massachusetts, 1999, which chapter relates to Administration be amended as follows:

By inserting in Section 2-131 after \$5,000,000.00, which section relates to election required for authorization of certain loan orders, the following:

or to exceed \$20,000,000 within a fiscal year

CITY OF FALL RIVER  
IN CITY COUNCIL

MAR 12 2013

*Passed through first  
reading, as amended,  
7 years, 2 days  
(Cs. Casey & Paulin voting  
in the negative)*

# City of Fall River, *In City Council*

6

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

That Chapter 2 of the Revised Ordinances of the City of Fall River, Massachusetts, 1999, which chapter relates to Administration be amended by inserting in Chapter 2, a new Division 10 Community Preservation Committee, and inserting under said division new sections to read as follows:

## **Section 1.**

### DIVISION 10. COMMUNITY PRESERVATION COMMITTEE

#### **Sec. 2-363. Definitions.**

*Community housing* - low and moderate income housing for individuals and families, including low or moderate income senior housing.

*Community preservation* - the acquisition, creation and preservation of open space; the acquisition, preservation, rehabilitation and restoration of historic resources; the acquisition, creation, preservation, rehabilitation and restoration of land for recreational use; the acquisition, creation, preservation and support of community housing; and the rehabilitation or restoration of open space and community housing acquired or created pursuant to M.G.L.A. c. 44B.

*Historic resources* - a building, structure, vessel, real property, document or artifact that is listed on the state register of historic places or has been determined by the local historic preservation commission to be significant in the history, archeology, architecture or culture of a city or town.

*Open space* - shall include, but not be limited to, land to protect existing and future watershed land, wetlands, ocean, river, stream, lake and pond frontage, beaches, and other coastal lands, lands to protect scenic vistas, land for wildlife or nature preserve and land for recreational use.

*Quorum* - a majority of the members of the committee.

#### **Sec. 2-364. Establishment.**

There is hereby established a community preservation committee, consisting of nine (9) voting members. The composition of the committee, the length of the committee members' terms, and method of appointment shall be as follows:

- (1) One member of the conservation commission as designated by said commission;
- (2) One member of the historical commission as designated by said commission;
- (3) One member of the planning board as designated by said board;
- (4) One member of the board of park commissioners as designated by said board;
- (5) One member of the housing authority as designated by said authority;
- (6) Two citizens to be appointed by the Mayor; and
- (7) Two citizens to be appointed by the City Council.

When a commission is first established, the terms of the members shall be for one, two or three years as determined by the Mayor, and so arranged that the terms of approximately one-third of the members will expire each year. Successors shall be appointed for three year terms. In the event of a vacancy, the respective board, commission, authority or Mayor shall fill the vacancy for the remainder of the unexpired term.

(State law reference - M.G.L.A. c. 44B, § 5)

**Sec. 2-365. Duties.**

The duly appointed committee shall exercise all the rights, power and authority provided in M.G.L.A. c. 44B, §§ 5 – 14 and any and all additions thereto or amendments thereof and includes the following:

- (1) The committee shall study the needs, possibilities and resources of the city regarding community preservation. The committee shall consult with municipal boards in conducting such studies. As part of its study, the committee shall hold one or more public informational hearings on the needs, possibilities and resources of the city regarding community preservation, notice of which shall be posted publicly and published for each of two weeks preceding a hearing in a newspaper of general circulation.
- (2) The committee shall make recommendations to the city council in accordance with M.G.L.A. c. 44B, § 5 and any and all additions thereto or amendments thereof. Recommendations to the city council shall include anticipated costs.
- (3) The committee shall keep a full and accurate record of all of its actions, including its recommendations and the action taken, appropriations or expenditures made from the community preservation fund, and real property interests acquired, disposed of or improved by the city. A copy of the committee's meeting minutes shall be forwarded to the City Council.
- (4) The committee may annually select a chairperson and vice chairperson to serve for one (1) year terms.
- (5) The committee shall meet at least eight (8) times per annum.

**Sec. 2-366. Quorum requirement.**

The community preservation committee shall not meet or conduct business without the presence of a quorum. Committee actions shall be approved by majority vote of the quorum.

**Sec. 2-367. Mechanism for Appropriations.**

The committee shall submit its proposed budget and anticipated costs to the Mayor, who shall, in turn, submit said budget and anticipated costs to the City Council who may approve or veto appropriations made pursuant to M.G.L.A. c. 44B. After receiving recommendations from the committee, the city council shall approve appropriations from the community preservation fund as set forth in M.G.L.A. c. 44B, § 7, and additional non-community preservation fund appropriations as it deems necessary.

By June 1 of each year, the committee shall provide all anticipated capital projects and funding sources to the City Council for the upcoming fiscal year.

(State law reference - M.G.L.A. c. 44, §§ 32, 33)

**Sec. 2-368. Severability.**

The invalidity of any portion or portions of this article shall not invalidate any other portion, provision or section thereof.

**Section 2.**

Appointments to the committee shall be made within 30 days of passage of this ordinance.

CITY OF FALL RIVER  
IN CITY COUNCIL  
MAR 12 2013

*Passed through first reading as amended*

City of Fall River, *In City Council*

7

(City Council President Linda M. Pereira)  
(Councilor Daniel M. Rego)  
(Attorney David J. Dennis)  
(Councilor Michael L. Miozza)  
(Attorney Bradford L. Kilby)  
(Councilor Joseph D. Camara)  
(Councilor Raymond A. Mitchell)

WHEREAS, the Department of Community Maintenance is piloting a yard waste collection program, and

WHEREAS, it would be beneficial to educate the public about the benefits of this program, now therefore

BE IT RESOLVED, that a representative from the administration and the Director of Community Maintenance be invited to a future meeting of the Committee on Finance.

(City Council President Linda M. Pereira)  
(Councilor Daniel M. Rego)  
(Councilor Michael L. Miozza)  
(Attorney Bradford L. Kilby)  
(Councilor Raymond A. Mitchell)

WHEREAS, parking near Government Center is limited and individuals conducting city business are inconvenienced by the lack of parking, now therefore

BE IT RESOLVED, that the administration request proposals to set up an off-site drive up window where city business can be conducted in a more convenient fashion.

(City Council President Linda M. Pereira)  
(Councilor Daniel M. Rego)  
(Councilor Michael L. Miozza)  
(Attorney Bradford L. Kilby)  
(Councilor Joseph D. Camara)  
(Councilor Raymond A. Mitchell)

WHEREAS, homeowners are having difficulty paying for sewer repairs done from the property line to the sewer main, and

WHEREAS, Section 74-110 of the Revised Ordinances of the City of Fall River states "All work from the sewer main to the property line shall be under the direction and approval of the city sewer commission at the expense of the sewer user both for labor and material," now therefore

BE IT RESOLVED, that the Committee on Ordinances and Legislation meet to review this section.

(City Council President Linda M. Pereira)  
(Councilor Daniel M. Rego)  
(Attorney David J. Dennis)  
(Councilor Michael L. Miozza)  
(Attorney Bradford L. Kilby)  
(Councilor Joseph D. Camara)  
(Councilor Patricia Casey)  
(Councilor Raymond A. Mitchell)

WHEREAS, Dr. Irving A. Fradkin has devoted his life to education, and

WHEREAS, in 1958 Dr. Irving A. Fradkin, founded the initial Dollars for Scholars chapter by challenging everyone in his community to give at least one dollar toward sending its youth to college, and

WHEREAS, Dr. Fradkin ran for School Committee in 1957 on a platform calling for community-supported scholarships for local students, and despite his defeat, Dr. Fradkin pursued his idea which developed into Dollars for Scholars, Scholarship America's flagship program, a nationwide organization that today represents nearly 1,100 chapters and 3,500 communities from southern California to the northern tip of Maine, and

WHEREAS, for the last fifty years, Dr. Fradkin has continued to work tirelessly for Scholarship America, for students in Fall River, and for education in America, and

WHEREAS, no one has done more for education and for our city's students than Dr. Irving A. Fradkin, now therefore

BE IT RESOLVED, that a letter be sent to the Fall River School Committee requesting that the Matthew J. Kuss Middle School auditorium be named in his honor.

**City of Fall River, In City Council**

11

(City Council President Linda M. Pereira)  
(Councilor Michael L. Miozza)  
(Councilor Raymond A. Mitchell)

WHEREAS, various task forces have been formed by the Administration concerning, the landfill, use of Weaver's Cove land and the Safer Grant, and

WHEREAS, the Council has received limited information on these matters, now therefore

BE IT RESOLVED, that a representative from the administration be invited to a future meeting of the Committee on Finance to update the Council on these matters.

**City of Fall River, In City Council**

12

(Councilor Raymond A. Mitchell)  
(Councilor Michael L. Miozza)

WHEREAS, the state attorney general's office has ruled that cities and towns may not ban medical marijuana dispensaries, and

WHEREAS, this ruling does not prohibit regulating the locations of these dispensaries, now therefore

BE IT RESOLVED, that the Planning Board address this matter as soon as possible as we are beginning the process of rezoning the city, so that these centers may be zoned correctly and in the best interest of the citizens of Fall River.

(Councilor Raymond A. Mitchell)

WHEREAS, public tours of the White House have been a long standing tradition and many school children have been on educational field trips to Washington D.C. for this purpose, and

WHEREAS, it is extremely important to allow school age children to tour all aspects of government and to allow them to see firsthand, the White House, and

WHEREAS, these tours have been cancelled due to staffing reductions until further notice, now therefore

BE IT RESOLVED, that the area delegation in Washington work with the White House to re-open these public tours as soon as possible.

*City of Fall River, In City Council*

14

(Councilor Raymond A. Mitchell)

WHEREAS, the City of Fall River is diligently working to improve our waterfront, and

WHEREAS, the changes to Route 79 and Davol Street will enhance our waterfront, now therefore

BE IT RESOLVED, that Planning Board consider extending the waterfront district in a northerly direction from its current terminus to extend to and include the Fall River Country Club.

CC

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RECEIVED

CLAIM FORM  
City of Fall River, Massachusetts

2013 MAR 12 A 9:31  
CITY CLERK  
FALL RIVER, MA  
13-30

Name: Laourenco Botelho

Address: 57 Florence St

Phone #: (508) 672-0511 / (508) 558-8245

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

Date of Incident: March 8, 2013

Time of Incident: around 8pm

Location of Incident: 57 Florence St

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

On Friday, March 8 around 8pm, a salter truck  
was reversing up and down the hill a few times.  
I was watching tv in the basement with my wife  
when suddenly we heard a loud noise. We walked  
upstairs to the window with the lights still off. A  
city truck was stopped side by side with the truck  
for over five minutes. He continued to reverse up  
and down the hill to salt the street as before. After  
he completed salting the hill, he drove around the  
block and came up the hill instead without  
salting the street. He was driving very slowly up the  
hill. We weren't aware that he had hit the tree  
until the next morning. No information was taken because  
we didn't realize he had hit the tree. I tried to

\*You should consult with your own attorney in preparing this Claim Form to understand your legal rights  
Contact the snow removal department, but they were closed over the weekend. I did contact the police, but he stated there wasn't anything he could do because

orig & 2 copies low  
1 DPW  
1 city clerk  
1 C Council

20

RECEIVED

CLAIM FORM  
City of Fall River, Massachusetts

2013 MAR 12 P 1:38

Name: MANUEL PAPDOULA  
Address: 4980 N. MAIN ST., APT. 409  
FALL RIVER, MA. 02720  
Phone #: 774-644-5760

CITY CLERK #13-31  
FALL RIVER, MA

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

Date of Incident: FRIDAY NIGHT, 3/8/13  
Time of Incident: 9:30 P.M.  
Location of Incident: EASTERN AVE, NORTHBOUND, APPROXIMATELY 200 FEET  
NORTH OF COUNTY STREET.

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

AT ABOUT 9:30 P.M. AT NIGHT ON <sup>FRIDAY</sup> 3/8/13, I WAS TRAVELING NORTH ON EASTERN  
AVENUE. WHEN I WAS ABOUT 200 FEET NORTH OF COUNTY STREET, MY FRONT AND  
REAR (PASSENGER SIDE) TIRES BOTH HIT A HUGE POT HOLE. THERE WERE NO CONES  
SURROUNDING THE POT HOLE, AND IT WAS VERY DARK IN THAT AREA - NO STREET  
LIGHTS NEARBY. I WAS ABLE TO DRIVE TO MY VEHICLE TO MY APARTMENT, DESPITE  
THE FACT THAT THE 2 TIRES THAT HIT THE POT HOLE WERE BOTH LOSING AIR.  
THE FOLLOWING MORNING (SAT), I SAW THAT BOTH TIRES WERE COMPLETELY FLAT.  
I REMOVED BOTH TIRES, AND MY BUDDY DROVE ME TO ROLAND TIRES IN SOMERSET  
SO THAT THEY COULD INSPECT THE TIRES. I WAS TOLD THAT I HAD 2 BLOWOUTS  
THAT COULDN'T BE REPAIRED, SINCE THEY DIDN'T HAVE MY SIZE TIRES IN STOCK,  
ROLAND'S COULDN'T REPLACE MY TIRES UNTIL MONDAY, 3/11. <sup>SO I</sup> ~~THEY~~ HAD TO RENT, ON

SAT., A COMPACT CAR AT HERTZ RENT-A-CAR. AS SOON AS ROLAND'S <sup>ON MONDAY</sup> PUT 2 REPLACEMENT  
TIRES ON MY RIMS, I RETURNED THE CAR RENTAL. I ALSO FILED A POLICE REPORT  
AT THE F.R. POLICE STATION, AND I ALSO TOOK A PHOTO OF THE POT HOLE ON EASTERN  
AVENUE ON SAT. MORNING. BY THE TIME I TOOK THE PHOTO, THERE WERE 4 CONES  
SURROUNDING THE POT HOLE. I ALSO WENT TO MY INSURANCE AGENT'S OFFICE, WHICH  
\*You should consult with your own attorney in preparing this Claim Form to understand your legal rights  
IS DURBEE-BUFFINGTON ON SECOND STREET. THE AGENT TOLD ME THAT THEY WOULD  
BE FAXING THE FOLLOWING TO YOU - A COPY OF THE POLICE REPORT, A COPY OF THE  
ROLAND'S TIRE BILL, AND A COPY OF THE HERTZ CAR RENTAL BILL. IN ADDITION, THE  
AGENT WILL (BY POSTAL MAIL), MAIL TO YOU A PHOTO OF THE POT HOLE THAT WAS TAKEN  
BY ME ON SAT. MORNING. SINCERELY, MANUEL PAPDOULA

CC

20

TO: City hall

#13-32

RECEIVED

RE: Complaint Property Damage

2013 MAR 13 A 11:41

FROM: MARK VAUSHN

CITY CLERK  
FALL RIVER, MA

I MARK VAUSHN own a Green 1999 Lexus Coupe 2DR PI#433-506 which is registered to me at 10 Choate St <sup>2nd Floor</sup> Fall River, on the DAY FRIDAY FEBRUARY 8, 2013 At 2:30 PM I parked my car on Beddard St on the left side during the snow BAN on Saturday February 9, 2013 At 5:15 PM I noticed my passengers side window & Rear Passengers side stationary window was BROKE due to the plow had plow the snow ROHT ON my car at this time I shoveled my way out and I didn't notice any other damage but the two windows that was smasted BY the SNOW

any 2 copies Lou  
 1 DPW  
 1 CC sub  
 1 City Council

Thank you  
 MARK VAUSHN  
 Phone  
 508-816-2503

Beddard St

CC

20

RECEIVED

CLAIM FORM  
City of Fall River, Massachusetts

2013 MAR 13 P 12:14

CITY CLERK 13-33  
FALL RIVER, MA

Name: GREGORY T. BONCALO

Address: 928 MAPLE ST.  
FALL RIVER, MA. 02720

Phone #: 508-674-2678

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

Date of Incident: FEBRUARY 8, 2013

Time of Incident: 11:30 PM

Location of Incident: 928 MAPLE ST. / EAST SIDE

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

IN AUGUST OF 2013 I HAD CALLED CITY HALL  
TO ASK WHO I SHOULD CONTACT ABOUT A BROKEN  
TREE BRANCH. THE BRANCH WAS PART OF A TREE  
ON STETSON ST. OUTSIDE OF MY YARD. I  
WAS TOLD TO CALL PARKS + CEMETERIES. I  
DESCRIBED THE TREE LOCATION AND DETAILS  
OF THE BRANCH'S LOCATION, ABOVE POWER  
LINES. I WAS THEN TOLD TO CALL NATIONAL  
GRID BECAUSE OF THE POWER LINE SITUATION.  
NATIONAL GRID INFORMED ME THEY  
WOULDN'T SEND ANYBODY OUT BECAUSE IT  
WAS NOT LEANING ON THE WIRES. I THEN  
CALLED PARKS + COM. BACK AND THEY INSISTED

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

ary + 2 copies  
1 DPM  
1 cell

CC

20

CLAIM FORM  
City of Fall River, Massachusetts

RECEIVED

Name: Ronald A. Bernard 2013 MAR 14 A 10:31  
Address: 232 Mt. Pleasant CITY CLERK #13-34  
Fall River, MA 02720 FALL RIVER, MA  
Phone #: (508) 730-7042

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

Date of Incident: 3/12/13  
Time of Incident: 4:45 P.M.  
Location of Incident: 233 Stafford Rd

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

On 3/12/13, as I proceeded north on Stafford Rd. in the vicinity of Alfonso's Bakery, located at 233 Stafford Rd, my vehicle struck a pothole, instantly causing a blowout of the front driver's side tire. I pulled into an adjacent parking lot. Upon viewing the damage, I observed a hole in the side wall of the tire, and a heavily deformed rim that I could not remove from the car. I called AAA to assist me. Replacement costs for damages are enclosed. Damaged wheel and rim are available for viewing.

argy & cops Law  
IDPW  
IC clerk  
City Council

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

CC



AUTO HOME LIFE

Claims Processing - Amica Scan Center  
PO Box 9690  
Providence, RI 02940-9690

Toll Free: 1-800-59-AMICA  
(1-800-592-6422)  
Fax: 1-888-818-4618

20

RECEIVED

2013 MAR 15 P 12:30

CITY CLERK #13-35  
FALL RIVER, MA

March 13, 2013

Town Clerk Office  
1 Government Center  
Fall River, MA 02722

File Number: 60001469887  
Date of Loss: 12/19/2012  
Owner/ Insured: Lorraine Doucette  
Street: 289 Sprague St.  
Town: Fall River  
Type of Loss: Water damage

To Whom This May Concern:

Please be advised that we insure the above named individual(s). A claim has been made for Damage to Real Property and as the insurer, we are presently in the process of adjusting the loss.

We are mandated to comply with Massachusetts General Laws, Chapter 139 and as such, if there are any present liens on the above property, please notify us within 10 days of receipt of this letter. If we do not hear from you, we will be under no obligation to pay you any portion of this claim.

Very truly yours,

*William R. Jarvie*

William R. Jarvie CPCU, AIM, AIC  
Claims Department  
800-592-6422 x21802  
WJARVIE@AMICA.COM

*orig & 2 copies - Lu  
1 DPU  
1 C Saund  
1 city clerk*



cc

1-4  
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RECEIVED

CLAIM FORM  
City of Fall River, Massachusetts

2013 MAR 15 A 11:00

CITY CLERK #13-36  
FALL RIVER, MA

Name: Marcelle Robinson  
Kevin Robinson

Address: 117 Hemlock St.  
Fall River, Ma. 02720

Phone #: 774-526-1128-7745261129

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

Date of Incident: 3/8/13

Time of Incident: Approx 9 pm

Location of Incident: Eastern Ave

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

Attached  
see  
ary + 2 copies  
1 DPW  
1 Council  
1 city clerk

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

CLAIM FORM RECEIVED

City of Fall River, Massachusetts

Name: Dane Correia 2013 MAR 18 A 9:02  
Address: 2 Clark Street CITY CLERK: 713-37  
Somerset, MA FALL RIVER, MA  
Phone #: 774-526-0286

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

Date of Incident: March 9, 2013

Time of Incident: 9:30 - 9:45

Location of Incident: Headed North on Eastern Ave. right lane just before Hess

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

On March 9, 2013 at approximately 9:30 p.m.  
I was driving North on Eastern ave in the  
right lane I came up on a stretch of  
road that was dark trees and buildings  
where blocking the light there was  
no street light close enough.  
By the time I saw the pothole it  
was too late I popped both tires on the  
right side, front end damage, and had  
damage on rear passenger wheel, axle, bearing, plastic  
etc., I had car fixed within my means  
so that it would be driveable but mechanic  
said there is more damage I have Bill from  
mechanic waiting on an estimate for the rest of the  
damage

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

I will be contacting attorneys Kenneth Van Colen  
and Robert J. Mount  
any & 2 copies Law  
1.8 pw  
1 cc vmt

cc

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RECEIVED

CLAIM FORM  
City of Fall River, Massachusetts

2013 MAR 18 P 4: 48

Name: Erica Boyd

CITY CLERK 13-3A  
FALL RIVER, MA

Address: 1084 Pine St #2  
Fall River, MA 02723

Phone #: 508-642-3092

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

Date of Incident: 3/14/13

Time of Incident: 10:30 pm

Location of Incident: 1084 Pine St #2 FR MA 02723

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

Neighbor called police about an intruder in her  
townhouse. Police came to incorrect townhouse,  
attempted to kick down in and with no success  
broke windows on side of door to access house.  
Three small windows, the frame, door and  
door jamb to be estimated in cost by a  
contractor, fixed and reimbursement for  
cost is requested to be paid by city  
of Fall River.

any & legal law  
IDW  
IC Clerk  
IC Council

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

CC

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RECEIVED

CLAIM FORM  
City of Fall River, Massachusetts

MAR 19 A 11:41

Name: Justin Aguiar CITY CLERK: #13-39

Address: 316 Palmer St.  
Fall River MA 02724

Phone #: (774) 488-9483

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

Date of Incident: 3-13-2013

Time of Incident: 2:30pm

Location of Incident: Columbia St. Fall River

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

- Tire damage
- Rim is bent & cracked on 2010 Mercedes C300 AMG

The two potholes were impossible to avoid and the model of the vehicle is expensive to replace that rim. Thank you!

orig & 2 copies Law  
1 DPW  
1 City Council  
1 City Club

\* Please consult with your own attorney in preparing this Claim Form to understand your legal rights

\* Please file this Claim Form with: City Clerk, One Government Center, 2<sup>nd</sup> Floor, Fall River, MA 02722

cc

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RECEIVED

CLAIM FORM

City of Fall River, Massachusetts 2013 MAR. 19. A 11: 41

Name: Ribyn Berube-Goncalo CITY CLERK #13-40  
FALL RIVER, MA

Address: 272 June Street  
Fall River, Mass. 02720

Phone #: 508 965-8201

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

Date of Incident: ~~October 2012~~ January 31st 2013

Time of Incident: Early Morning

Location of Incident: Behind my house on June St

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

The Roof that blew off the Westall School  
on 276 Maple Street landed partially in  
my back yard. The roof knocked down  
some trees and landed on my chainlink  
fence. Approx 20ft long completely mangling it.  
I am requesting that it be replaced. A  
Police Report is on file at the police Station.

my v 2 copies Law

IDPW (Tree Dept)

1 City Clerk

1 City Council

CITY OF FALL RIVER, MA  
LAW DEPT  
13 MAR 19 AM 11:13

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

cc

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RECEIVED

CLAIM FORM

City of Fall River, Massachusetts

2013 MAR 19 A 11:41

Name:

Ryan Vasconcelos

CITY CLERK #13-41  
FALL RIVER, MA

Address:

39 Sunny Slope Ave  
Swansea Mass 02777

Phone #:

(508) 207-3882

Type of Claim:

M.G.L. Chapter 84  M.G.L. Chapter 258  Other

Date of Incident:

02/28/13

Time of Incident:

3:30 Am

Location of Incident:

Middle Street /

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

I was driving to work, ~~when~~ I was heading down Middle Street when I hit a huge pothole going down the street after I hit the pothole my vehicle started shaking so I turned on Bay St, and pulled over on Bay St got out and took a look at my car, everything looked fine so I got back in my car and continued to drive, I turned on Bradford Ave and as I turned onto Bradford Ave the ball joint on the passenger side snapped and the entire wheel caved in and I couldn't go anywhere, so the police that were driving by called a tow truck for me so I got towed home.

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

- 1 copy v 2 copies to Law
- 1 copy to City Clerk
- 1 copy to Council

CG

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RECEIVED

CLAIM FORM  
City of Fall River, Massachusetts

2013 MAR 20 P 3:33

Name: Daniel R Marciarille

CITY CLERK #13-43  
FALL RIVER, MA

Address: 107 Stevens Rd  
Swansea Ma, 02777

Phone #: (508)674-5691

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

Date of Incident: 3/11/13

Time of Incident: Approx 6:40

Location of Incident: Dawal St. Near lights for President Ave

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

I was driving to work on the morning of  
March 11, 2013 and as I was driving  
on Dawal and hit a pot hole. As I  
took a left at the lights to go onto  
President Ave my tire was flat. I  
then called AAA and my car was  
towed to Rolands Tire in Somerset where  
they had to replace the tire.

Original copies sent

1 DPW -

1 city clerk

1 city Council

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

CC

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CLAIM FORM  
City of Fall River, Massachusetts

RECEIVED

2013 MAR 21 A 10:24

CITY CLERK #13-44  
FALL RIVER, MA

Name: Zenaide Borges

Address: 48 STAFFORD HEIGHTS Rd  
FALL RIVER MA

Phone #: 508-496-9175

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

Date of Incident: MARCH 20-2013

Time of Incident: 11:20 PM

Location of Incident: NEW BOSTON Rd NEAR ALUMNI WAY Heading EAST

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

DROVE IN A HUGE POT HOLE! FRONT END OF  
CAR IS A MESS!

orig & 2 copies to Law

1 DPW

1 Clerk

1 City Council

\* Please consult with your own attorney in preparing this Claim Form to understand your legal rights

\* Please file this Claim Form with: City Clerk, One Government Center, 2<sup>nd</sup> Floor, Fall River, MA 02722



WILLIAM R. KEATING  
10TH DISTRICT, MASSACHUSETTS

COMMITTEE ON SMALL BUSINESS  
SUBCOMMITTEE ON AGRICULTURE,  
ENERGY, AND TRADE

COMMITTEE ON HOMELAND SECURITY  
SUBCOMMITTEE ON CYBERSECURITY,  
INFRASTRUCTURE PROTECTION, AND  
SECURITY TECHNOLOGIES

COMMITTEE ON FOREIGN AFFAIRS  
SUBCOMMITTEE ON THE MIDDLE EAST AND  
SOUTH ASIA

21

315 CANNON HOUSE OFFICE BUILDING  
WASHINGTON, DC 20515  
(202) 225-3111

1250 HANCOCK STREET, SUITE 802N  
QUINCY, MA 02169  
(617) 770-3700

297 NORTH STREET, SUITE 312  
HYANNIS, MA 02601  
(508) 771-0666

2013 MAR 19 A 11:52

CITY CLERK  
FALL RIVER, MA

RECEIVED

Congress of the United States  
House of Representatives  
Washington, DC 20515-2110

3/14/2013

Dear Friend,

The White Ribbon Campaign is the largest effort in the world of men working to end violence against women. In 1991, a handful of men in Canada decided they had a responsibility to urge men to speak out against violence against women. They declared that wearing a white ribbon would be a symbol of men's opposition to men's violence against women.

We are writing to invite you and your organization to join my White Ribbon Committee. The message of Jane Doe Inc. and the international White Ribbon Campaign is simple – men are essential partners in the fight to end domestic violence and sexual assault against women. The goal of the committee will be to increase awareness and participation in the White Ribbon Campaign on the South Coast.

*Date:* March 26, 2013

*Time:* 5:30PM

*Location:* Greater Southeastern Massachusetts Labor Council  
556 Pleasant Street, New Bedford, Massachusetts 02740

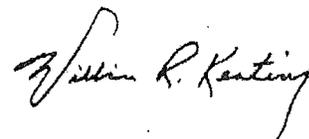
*RSVP:* Hugh Dunn  
District Representative (MA-9)  
hugh.dunn@mail.house.gov

March is Women's History Month and the unfortunate truth is that the personal history of far too many women in this country includes acts of violence against them. As a District Attorney, I saw that all too often. We must remain vigilant in our commitment to protect our women and girls. The common goal of the White Ribbon Campaign is for men to take the following three personal pledges:

- never to commit violence against women,
- never to condone violence against women, and
- never to remain silent about violence against women

Domestic violence is not just a women's issue. We all have a role to play to promote peace in our communities. That's why I am asking you along with other men and women to join my White Ribbon Committee, so that we can work together to end domestic violence.

Sincerely,



William R. Keating

Scanned & emailed 3/14/13 4:04

22



# City of Fall River Massachusetts

Department of Community Maintenance  
CEMETERIES • MUNICIPAL BUILDINGS • ENGINEERING • SANITATION •  
PARKS • STREETS & HIGHWAYS • TRAFFIC & PARKING • VEHICLES

*Engineering Division*

**WILLIAM A. FLANAGAN**  
*Mayor*

**KENNETH C. PACHECO**  
*Director*  
**BYRON R. HOLMES, P.E.**  
*City Engineer*

## MEMO

**To:** Fall River City Council  
**From:** Byron Holmes, P.E.  
City Engineer  
**Date:** March 6, 2013  
**Subject:** Street Opening Request for Pavement less than 5 years old.

RECEIVED  
2013 MAR - 8 A 10:52  
CITY CLERK  
FALL RIVER, MA

**Comments:**

Jose Pacheco of Broadway Properties LLC has submitted a request to open a street less than five years old for the purpose of installing new sewer, water and gas lines. The intent is to serve a new commercial business to be built at 155 Hope Street, Map I-3, Lot 5. The project would be serviced from Eagle Street, which was paved in May of 2010.

Under Section Sec. 66-392 of City Ordinances, permission to open this street can only be granted by a majority vote of the city council.

If the Council grants this request, the following street repair criteria would apply:

1. Flowable fill shall be used to backfill the trench in the roadway.
2. Infrared patching will be required.
3. All work is to be inspected by the Engineering Department.

RECEIVED 24

CITY OF FALL RIVER  
OFFICE OF THE CITY CLERK

2013 MAR 21 P 3:38

To the City Council:

Application for permit to place or maintain a structure or device on or over a public way

CITY CLERK  
FALL RIVER, MA

Name of Applicant: City of Fall River

Name of Business (if applicable): \_\_\_\_\_

Address: One Government Center Fall River MA  
Street City State

Phone: 508 922 6714

Type of structure or device: Carnival Rides

Description (include dimensions): South Bound Lane from County st an Eastern Ave Intersection to the Veterans Pool at Lafayette Park

Location: Top of Lafayette Park on Eastern Ave.

Dates: 4/12/13 to 4/21/13

The applicant agrees to maintain this structure or device in accordance with the requirements of the Building Inspector and the City Council and that this permit may be revoked at the pleasure of the City Council.

Signature of Applicant [Signature]

Date 3/21/2013

1.  (approve) the issuance of this permit.  
 (disapprove)

[Signature]  
Building Inspector

3-21-2013  
Date

2. In City Council, \_\_\_\_\_  
Date

Permit (approved )  
(disapproved)

Alison M. Bouchard  
City Clerk

OFFICE USE ONLY  
 Fee Paid N/A

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Commonwealth of Massachusetts  
Executive Office of Energy & Environmental Affairs

# Department of Environmental Protection

Southeast Regional Office • 20 Riverside Drive, Lakeville MA 02347 • 508-946-2700

DEVAL L. PATRICK  
Governor

RICHARD K. SULLIVAN JR.  
Secretary

TIMOTHY P. MURRAY  
Lieutenant Governor

KENNETH L. KIMMELL  
Commissioner

COPY

March 13, 2013

Mr. Christopher October  
Environmental Manager  
Browning-Ferris Industries, Inc., (MA)  
1080 Airport Road  
Fall River, Massachusetts 02720

RE: CONDITIONAL APPROVAL  
Application for: BWP SW 10  
Authorization to Operate  
Area 3 Expansion

AT: BFI Fall River Landfill  
1080 Airport Road  
Fall River, MA 02720  
Facility Number: 132278  
Regulated Object No. 172513

RECEIVED  
2013 MAR 18 P 3:17  
CITY CLERK  
FALL RIVER, MA

Transmittal Number: X254196

Dear Mr. October:

The Massachusetts Department of Environmental Protection ("MassDEP") has completed its technical review of the Authorization to Operate permit application ("Application") for the Area 3 Expansion Project at the Browning-Ferris Industries, Inc., (MA) ("BFI") Fall River Landfill ("Landfill") and determined the application is technically complete. MassDEP hereby approves the BFI Fall River Landfill Area 3 Expansion Construction Certification and authorizes solid waste disposal operations within the Area 3 Expansion, continued operation of the Area 2 Expansion, and renewal of the Waste Ban Compliance Plan approved on January 20, 2012, subject to the conditions herein.

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## SUBMITTALS

The following submittals represent the complete Application reviewed by MassDEP under 310 CMR 19.000 Solid Waste Management Regulations and MassDEP's Landfill Technical Guidance Manual, May 1997 ("Manual").

A. An original application package received by MassDEP on February 5, 2013, comprised of the following documents:

- (i) A transmittal form assigned Transmittal Number X254196,
- (ii) A BWP SW 10 application form for Authorization to Operate a Landfill;
- (iii) A cover letter prepared by SITEC Environmental, Inc. ("SITEC") dated February 4, 2013; and
- (iv) Four bound reports entitled:

**Browning Ferris Industries, Inc. (MA), Fall River Landfill,  
Application for Authorization to Operate, (BWP SW 10),  
Area 3 Expansion"  
Volumes 1, 2, 3 and 4  
SITEC Environmental**

B. A supplemental submittal prepared by SITEC and received by MassDEP on March 11, 2013, consisting of a SITEC cover letter dated March 8, 2013, additional "As-Built" drawings, and supplemental application information submitted in response to a March 4, 2013 MassDEP e-mail.

## PROJECT LIFE

The Landfill is permitted to dispose of an average of 1,500 tons per day of waste. Assuming that BFI accepts waste at an average rate of 1,500 tons per day operating 312 days per year (468,000 tons per year), and normal compaction rates (1,500 pounds per cubic yard in-place density) are achieved, the life expectancy of the Area 3 expansion is approximately 9 months. Based on historic waste intake rates, the life expectancy of the Area 3 expansion is approximately 12 to 18 months.

## PROJECT BACKGROUND

The BFI Fall River Landfill is located at 1080 Airport Road, Fall River, Massachusetts on a 204-acre parcel of land that was site assigned by the City of Fall River Health Department on February 24, 1982. The Landfill is currently owned and operated by BFI. Prior owners/operators include the City of Fall River, which operated the Landfill between the 1930s and 1981, and Fall River Landfill, Inc., which operated the Landfill between 1981 and 1986. BFI has operated the Landfill since 1986.

During construction and operations, the Landfill was divided into three (3) phases: Phase I, Phase II, and Phase III. The Landfill currently operates in the Phase I/Phase II - Area II Expansion, permitted for operation on March 14, 2011 (BWP SW 10, Transmittal No. X236312).

## AREA 3 CONSTRUCTION

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An application for Authorization to Construct ("ATC") the Area 3 Expansion of the Landfill was submitted on April 23, 2012, (BWP SW 26, Transmittal No. X250785). On May 6, 2012, a Draft Conditional Approval was issued by the Department pursuant to 310 CMR 19.032, which required Public Notice pursuant to 310 CMR 19.033. Public Notice of the Draft Conditional Permit was published in the Fall River Herald News on June, 12, 2012. On July 11, 2012, SITEC submitted a copy of the published Public Notice and proof of abutter notification. On July 19, 2012 two additional abutters were notified and the comment period was extended until August 19, 2012. During the Comment Period, no comments were received. A Final Authorization to Construct permit was issued by MassDEP on August 23, 2012.

### **PROJECT DESCRIPTION**

The proposed vertical expansion is located along the easterly side of the Phase II Landfill area. The Landfill liner systems proposed for the vertical expansion were designed taking into consideration all existing liner systems that lie beneath the expansion area. The footprint of the existing Landfill was expanded by approximately 1.6 acres. This project also included the relocation of a segment of the North Watuppa Diversion Ditch (an intermittent stream) and construction of a 20 foot high earthen berm along the base of the expansion area to increase disposal capacity.

#### **Ditch Diversion, Sewer Diversion, Berm Construction**

The expansion project included the relocation of approximately 800 linear feet of the North Watuppa Diversion Ditch ("ditch") and a 12 inch City of Fall River sanitary sewer line that runs along the side of the ditch. The ditch is a manmade drainage structure that was constructed to redirect stormwater runoff from the Fall River Industrial Park away from North Watuppa Pond, located south of the Landfill, to Mothers Brook which flows to the north. The City of Fall River performs periodic maintenance of the ditch. The segment of the ditch relocated had previously been cleared of sediment and was devoid of vegetation. BFI covered the embankments of the relocated ditch with crushed stone riprap for the purpose of slope stabilization and to minimize ongoing maintenance and ensure positive flow.

The expansion project also included the relocation of approximately 800 linear feet of the City of Fall River Sanitary sewer line that runs adjacent to the original ditch and the location of the proposed berm. Three existing sewer manholes were abandoned in place by removing the top 4 feet and filling the remaining space of each manhole and the interconnecting pipes with flowable fill. One existing sewer manhole was modified for new piping. Eight new manholes with interconnecting 12 inch diameter pipe were constructed.

The berm was constructed with compacted structural fill to an elevation of approximately 182 feet. The outer slope is approximately 20 feet high, sloped at grade of 2.5 vertical to 1 horizontal, and covered with riprap. The inner slope consists of a double composite liner system, sloped at a grade of 2.5 vertical to 1 horizontal, extending to the leachate collection area at the base of the Landfill.

### Liner System

The Area 3 Expansion covers approximately 12.6 acres. An overlay liner system was constructed over approximately 10 acres of Phase II and the overlay system will be constructed over one additional acre as landfilling progresses. This area includes the tie-in between the Area 2 Expansion and Area 3 Expansion and is currently being used for disposal vehicles to gain access to the Area 2 Expansion. BFI is required to notify MassDEP prior to construction of the overlay liner in this area. (refer to Conditions #14 and #15)

The former footprint of the Phase II landfill was also expanded by approximately 1.6 acres beyond the Area II footprint and constructed approximately 17 feet above groundwater level. The baseliner for the expansion extends from the top of the slope at approximate elevation 360 feet down to the interior edge of the Area 3 Expansion leachate collection trough (approximate elevation 180 feet).

The slope of the Landfill liner in the overlay area is variable and was designed to conform to the general shape of the pre-existing sideslope. Vegetative support materials of the existing final cover system were removed. The existing geomembrane cover and sand drainage layer were left in place, although the geomembrane was cut in some areas to facilitate the reconstruction of the landfill existing gas collection system where it lies beneath the proposed new liner system.

A hydraulic separation layer was constructed in the overlay area, designed in accordance with the standard presumptive design requirements of 310 CMR 19.110(5)(c)2 to include the following components, from bottom to top:

- o A subgrade layer consisting of the existing, or supplemented, sand drainage layer material as needed to achieve liner system grades; overlain by
- o A synthetic barrier layer consisting of a minimum 60 mil, textured, HDPE geomembrane liner; overlain by
- o A leachate collection layer with a minimum 18 inch sand layer with a minimum permeability of  $1 \times 10^{-2}$  cm/sec., combined with 6 inch diameter, perforated, HDPE collection pipes.

The sand leachate collection layer will be added periodically as landfilling progresses to minimize the potential for sand washout prior to landfilling with solid waste. Each placement of sand will be overseen by a Massachusetts Registered Professional Engineer and the work will be certified as being completed in accordance with requirements and the approved designed. (refer to Condition #6)

Most of the hydraulic separation layer was constructed at a slope greater than four horizontal to one vertical (4:1). The area located at the top of the sideslope abutting Area 2 lies at a grade of less than 4:1. Pursuant to the considerations listed at 310 CMR 19.110(5)(c)(3)(b), MassDEP has determined that this is the last area to be filled with waste in the Area 3 Expansion and that a final cover system will be installed above the waste within months of filling. Accordingly, MassDEP determined during the ATC application review, that a hydraulic separation layer above the existing single composite liner system is adequate and appropriate.

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The portion of the expansion that constitutes the new footprint does not overly any existing liner system and covers approximately 1.6 acres, ranging from approximate elevations 180 to 167 feet. In accordance with the requirements of 310 CMR 19.110(4)(a), a double composite liner with leak detection was constructed on the base and 5 feet vertically up the slope from the 4:1 transition point and covers approximately 1.75 acres. This liner includes the following components, from bottom to top:

- o A subgrade layer of compacted soil or pre-existing sand drainage layer material as needed to achieve liner system grades; overlain by
- o A 12 inch thick low permeability soil layer placed and compacted in two 6 inch lifts with a maximum permeability of  $1 \times 10^{-7}$  cm/sec; overlain by
- o A secondary geosynthetic clay liner ("GCL") with a maximum permeability of  $5 \times 10^{-9}$  cm/sec.; overlain by
- o A secondary synthetic barrier layer consisting of a 60 mil, textured, high density polyethylene ("HDPE") geomembrane liner; overlain by
- o A geocomposite drainage layer consisting of a minimum 8 ounce geotextile fabric heat-bonded to both sides of a HDPE bi-planar geonet with a minimum transmissivity of  $5 \times 10^{-4}$  m<sup>2</sup>/sec.; overlain by
- o A primary geosynthetic clay liner with a maximum permeability of  $5 \times 10^{-9}$  cm/sec.; overlain by
- o A primary synthetic barrier layer consisting of a 60 mil, textured, HDPE geomembrane liner; overlain by
- o A leachate collection layer with a minimum of 18 inches of sand with a minimum permeability of  $1 \times 10^{-2}$  cm/sec., combined with one 10 inch diameter, perforated HDPE primary collection pipe, and a series of 6 inch diameter, perforated HDPE primary collection pipes installed on the side slope.

The primary geomembrane liner for the completed 10 acre overlay area was heat welded to the primary geomembrane of the 1.75 acre area to form a leak tight connection.

A secondary leachate collection trough was constructed along the entire length of the 1.75 acre expansion area. A 4 inch diameter perforated HDPE pipe was placed in the secondary trough and surrounded by ¾ inch to 1-1/2 inch washed stone placed above the secondary leachate geocomposite drainage material. A 4 inch diameter HDPE pipe penetrates the perimeter berm and leads to a new 60 inch diameter HDPE secondary leachate collection manhole. Secondary liner leakage rate monitoring will be conducted within this manhole.

A 10 inch diameter perforated HDPE, primary leachate collection pipe, was placed above the primary geomembrane in the low area constructed along and above the entire length of the secondary trough. A layer of 1-1/2 inch diameter washed stone, 18 inches deep by 20 feet wide, was placed around the primary leachate collection pipe and was surrounded by 16 ounce non-woven geotextile filter fabric. A 10 inch diameter HDPE pipe penetrates the perimeter berm and leads to a new 60 inch diameter HDPE primary leachate collection manhole. Secondary leachate and primary leachate are combined in this manhole. Combined leachate will flow through one additional 60 inch diameter HDPE manhole and five 48 inch diameter precast concrete leachate manholes with cast iron frames and covers, interconnected by 8 inch diameter SDR-17 HDPE

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pipes, and then flow to the existing leachate conveyance system, which discharges to the City of Fall River municipal sanitary sewer system.

### **Gas Collection and Control System Design**

The Phase I and II landfill gas collection system currently consists of vertical gas extraction wells, horizontal gas collection trenches, and connections to leachate collection system cleanouts. The landfill gas header system in Phases I and II consists of a main 16-inch diameter pipe perimeter loop installed on the lower half of the slope around the entire landfill mound. Four 8-inch diameter pipe headers provide connections across the central and upper areas of the landfill mound. Gas collectors are connected to the main header pipes via 4 inch and 6 inch diameter pipe laterals. Condensate produced from the Phase I and II landfill gas collection system is collected at sumps installed at the low points in the gas collection piping and is pumped by automated pneumatic pumps and a force main system into an 8,000-gallon, above grade storage tank. Additional gas collection system components are currently being constructed during the phased closure of Area 2.

The existing landfill gas control system is located at the south side of Phase I and includes a power plant facility and two enclosed flare systems. The power plant facility consists of two 975 kW Waukesha 7042 GLD engine/generator packages and one 5,000 kW Taurus 60 Solar turbine and is utilized as the primary landfill gas control device. The flare system includes two Callidus enclosed flares, two Lansom blowers, two control racks, and associated landfill gas control piping and electric control equipment and is used as the backup control device when the power plant facility is offline or operating at reduced capacity.

### **Modifications to Existing Gas Collection System**

The landfill area utilized for the Area 3 Expansion is serviced by an active landfill gas collection system that required modification. In addition, some landfill gas system components associated with the Area 2 Expansion were located in the proposed Area 3 Expansion footprint and were modified including 10 gas extraction well risers and wellhead assemblies. Construction of the proposed expansion project required the realignment of pre-existing piping and modification of pre-existing extraction wells as follows:

- Relocation of 10 existing gas extraction wellheads;
- Installation of new lateral piping;
- Installation of new header piping beyond the limits of the Area 3 Expansion;
- The relocation of an existing gas condensate sump;
- The termination of existing air lines and condensate force main piping to the existing condensate sump, and
- Installation of horizontal collection trenches consisting of 6 inch diameter perforated HDPE pipe placed within a 24 inch deep by 30 inch wide trench, backfilled with ¾ inch to 1-1/2 inch washed stone.

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### **Proposed Area 3 Expansion Final Cover System and Gas Control System**

Within the ATC Application, SITEC provided a narrative description and conceptual design drawings for the Area 3 Expansion final cover system and landfill gas collection system. Final design plans and details will be submitted for MassDEP review and approval upon completion of landfilling in this area.

The proposed conceptual final cover system consists of a 6-inch sand gas venting layer, a 40 mil textured HDPE geomembrane, a 9-inch sand drainage layer, and a 12-inch vegetative support layer. A series of grass lined stormwater control berms and one stone lined downchute will provide stormwater control.

The conceptual gas collection system incorporates 16 vertical gas extraction wells, four horizontal collectors, and eight connections of the leachate collection system piping to the existing active landfill gas collection system header lines. The vertical gas extraction wells will be installed in Landfill areas where sufficient depth of waste is planned to facilitate installation and proper operation of a vertical wells. In addition, gas piping will be installed and connections made to 8 leachate collection system cleanout riser pipes so that landfill gas can be drawn from the underlying perforated piping. Vertical wells, horizontal collectors and leachate collection system piping connections can be made as landfilling progresses up the slope should the need arise to control fugitive landfill gas emissions.

### **Stormwater Control**

During active landfilling operations, all stormwater that contacts solid waste will be collected as leachate. As landfilling progresses, intermediate cover materials will be placed on side slopes and stormwater runoff that has not contacted solid waste will be collected and conveyed to the existing stormwater control system. Upon completion of landfilling and construction of the final cover system, all stormwater runoff will be directed to the existing stormwater control system.

During active operations, stormwater from the lined slope above the active area will be collected and discharged as clean stormwater. This will be accomplished via a series of stormwater collection berms and pipes constructed on the lined slope which will convey stormwater runoff to capped landfill areas outside the limits of the new liner. As landfilling progresses, these berms and pipes will be modified to collect and divert leachate to the leachate collection trough at the base of the Landfill. Each time the berms and pipes are modified, the work will be overseen by a Massachusetts Registered Professional Engineer and the work will be certified as being completed in accordance with requirements and the approved designed. (refer to Condition #6)

### **Groundwater Monitoring Modifications**

The project included the decommissioning of groundwater monitoring wells MW-19 and MW-20 and the relocation of existing groundwater monitoring wells MW-15 and MW-16 to locations approximately 75 feet east of the current location to allow for construction of the perimeter containment berm. MassDEP is also requiring the installation of a new groundwater monitoring well downgradient of the Landfill in the vicinity of former temporary wells BGW-9 through BGW-14, located within Commerce Park. The purpose of this monitoring well is to ensure that

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concentrations of contaminants downgradient of MW-11B are not acting as a potential source of vapors of oil or hazardous materials with the potential of impacting indoor air.

### **Financial Assurance Mechanism**

BFI currently maintains a Financial Assurance Mechanism for the Landfill in the amount of \$9,886,959 to cover the costs of closure of open areas of the Landfill and monitoring and maintenance of the entire Landfill over the 30 year post closure period.

### **APPROVAL AND CONDITIONS**

MassDEP has determined the permit Application is satisfactory and, in accordance with the authority granted pursuant to Massachusetts General Laws, Chapter 111, Section 150A, hereby approves the BFI Fall River Landfill Area 3 Expansion Construction Certification and authorizes solid waste disposal operations within the Area 3 Expansion, continued operation of the Area 2 Expansion, and renewal of the Waste Ban Compliance Plan approved on January 20, 2012, subject to the following Conditions:

1. Life of Permit: This Permit shall remain in effect from the date of issuance continuing for two (2) years from the date of issuance of this permit, or until the Area 3 Expansion reaches capacity, whichever occurs first.
2. Regulatory Compliance: Disposal operations within the Area 3 Expansion, along with all other site activities, shall be in accordance with MassDEP regulations, the MassDEP Landfill Technical Guidance Manual or other requirements specified by this Permit. This includes, but is not limited to, 310 CMR 19.043(5) *Standard Conditions*, 310 CMR 19.051 *Financial Assurance Requirements*, and 310 CMR 19.130 *Operation and Maintenance Requirements*. There shall be no deviation from the approved plan without prior written approval from the Department.
3. Hours of Operation: BFI may operate the Landfill 6 days per week, 52 weeks per year, Monday through Friday 6:30 AM to 4:00 PM and Saturday from 7:00 AM to 11:30 AM.
4. Waste Types and Tonnage Limits: The BFI Fall River Landfill may accept an average of 1,500 tons per day of solid waste with a maximum of 1,950 tons per day. The Landfill shall not accept more than 468,000 tons of solid waste for disposal per year. For the purpose of this permit, Solid Waste is defined as construction and demolition ("C&D") waste, municipal solid waste (MSW), bulky waste, difficult to manage waste, Department of Public Works solid waste, residuals from the City of Fall River waste water treatment facility and other special wastes that have received prior approval from the City of fall River and MassDEP. Waste accepted at the landfill for disposal shall be subject to the following limitations:
  - a. An average of 1,100 tpd shall be reserved for the disposal of waste types defined in the preceding paragraph including C&D, MSW, waste generated by the City of Fall River and other wastes. Additionally, a minimum of 400 tpd capacity shall be reserved each operating day for C&D materials transported to the Landfill by independent C&D haulers not affiliated with BFI. In the event that, on any given day, the disposal demand generated by independent

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C&D haulers not affiliated with BFI does not reach the 400 tpd reserve amount, BFI may allocate the remaining reserve capacity for that day as needed within the permit limitations. BFI must maintain complete and accurate records of all waste disposal including waste haulers, source location, quantity (by weight) and type of waste disposed. In addition, BFI must record all denied requests for access to disposal capacity, including the waste hauler, source location and quantity on a waste container/vehicle basis.

- b. BFI shall not dispose of un-processed C&D materials and shall operate the Landfill as a residuals-only landfill.
5. Buffer Waste Layer: The initial lift of solid waste shall function as buffer layer and must be a minimum of five (5) feet thick, and be free of bulky waste, construction and demolition waste or other waste that because of its length, shape, or other characteristics, has the potential to puncture the liner. Placement of the buffer layer shall be conducted under the full-time supervision of a Massachusetts registered Professional Engineer (PE) or other qualified personnel whereas; the supervising PE shall certify that the initial solid waste buffer layer will not compromise the liner integrity. A certification report shall be submitted to MassDEP with thirty (30) days of completing first lift placement in each side slope area.
  6. Sand Drainage Layer - Leachate Collection System Tie-In: BFI shall notify MassDEP in writing each time a new side slope area is to be prepared for waste disposal and the leachate tie-ins are converted from clean stormwater control to leachate control. All work related to placement of the sand drainage layer and conversion of the leachate tie-ins shall be overseen by a Massachusetts registered professional engineer ("Engineer"). Within thirty (30) days of completion of sand drainage layer placement in each area, BFI shall submit a construction completion report certified by the overseeing Engineer. Should any damage to the existing liner system occur, MassDEP shall be immediately notified.
  7. Nuisance Conditions: BFI shall ensure that Landfill operations do not create nuisance problems with vectors, odors, dust, noise, litter or other nuisance conditions. Measures shall be undertaken immediately to mitigate any potential impacts from nuisance conditions and operations shall be modified to prevent these conditions from reoccurring. BFI shall investigate recent developments in odor control technologies to supplement the Landfill Odor Control Plan and shall implement the current best available control technologies as part of the Landfill Best Management Practices to the extent necessary to mitigate off-site nuisance odor conditions.
  8. Waste Inspections: BFI shall conduct waste inspections for banned waste and other unacceptable materials in accordance with MassDEP's recycling rules and MassDEP's January 20, 2012, Landfill Waste Ban Compliance Plan approval, as renewed herein. Routine operations shall include supervised unloading and inspection of all waste for unacceptable materials including asbestos, hazardous materials, and waste ban materials. All unacceptable materials shall be managed in accordance with procedures contained in the approved Operation and Maintenance Plan and the approved Waste Ban Compliance Plan. A container for the collection of banned materials shall be maintained at the active face.

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9. Incinerator Ash Disposal: BFI shall operate the Landfill in accordance with the regulations regarding disposal of incinerator ash at 310 CMR 19.119 and 310 CMR 19.131, as modified on October 7, 2005.
10. Leachate Management: BFI shall operate and maintain the leachate collection and handling equipment at the Landfill in accordance with 310 CMR 19.130(30) and the approved plan.
11. Leachate Monitoring: Upon commencement of operation of Area 3 Expansion, periodic Secondary Leachate Collection System (SLCS) flow rates shall be determined and submitted to MassDEP monthly, by the 15th calendar day of the subsequent month, for the first six months of operation and bi-monthly thereafter. SLCS flow rates shall be measured each week on Monday, Wednesday and Friday. Notification Flow Rates for Area 3 Expansion shall be one-hundred (100) gallons per acre per day (gpac) for the Monday, Wednesday and Friday measurements and an average of fifty (50) gpac, calculated on a 30-day running average basis. Action Flow Rates for the Area 2 Expansion shall be two-hundred (200) gpac for the Monday, Wednesday and Friday measurements and an average one-hundred (100) gpac, calculated on a 30-day running average basis. Unless otherwise approved by MassDEP, BFI shall, for each SLCS flow rate exceedance of either NFR, notify MassDEP by the next business day (Monday through Friday), evaluate the operations and maintenance at the Landfill, conduct an assessment to evaluate the appropriateness of the Notification Flow Rate, and take other actions as deemed appropriate by MassDEP. If the SLCS exceeds either ALR, BFI shall notify MassDEP by the next business day (Monday through Friday), schedule a meeting with the Department, and submit an engineering evaluation report within thirty (30) days of the exceedance, unless MassDEP approves an alternate schedule. MassDEP reserves the right to modify the frequency and/or method of SLCS measurements.
12. Cover Requirements: BFI shall apply daily, intermediate, and final cover materials at the Landfill in accordance with 310 CMR 19.130(15) and the approved plan.
13. Storm water runoff: BFI shall control and collect all stormwater that comes in contact with solid waste and/or daily cover such that this contact water is not allowed to flow into unlined areas of the site.
14. Notification: BFI shall notify MassDEP in writing when construction of the final one acre overlay liner begins in order that periodic inspections can be scheduled and performed during the construction period.
15. Regulatory Compliance: BFI shall proceed with the final one acre overlay liner construction in compliance with MassDEP regulations, requirements, the Manual, or as specified by the August 23, 2102 Authorization to Operate permit. All work shall be completed as shown on the SITEC Drawings submitted on April 23, 2012, if/as amended on May 17 and 22, 2012, unless otherwise required or approved by MassDEP. MassDEP shall be consulted prior to any deviations from the approved design. MassDEP may require a permit modification application for significant design modifications.

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16. New Monitoring Well: Unless otherwise approved in writing by MassDEP, within 120 days of the issuance date of this Approval, BFI shall install a new monitoring well in the vicinity of former temporary wells BGW-9 through BGW-14, located on Commerce Park property.
17. New Monitoring Well Installation Authorization: The off-site installation of the monitoring well required in Condition #16 will require an access agreement signed by an authorized representative of Commerce Park. Within sixty (60) days of the issuance date of this Approval, BFI shall submit a status report regarding the access agreement. Upon receipt of the access agreement, BFI shall submit a copy of the access agreement to MassDEP.
18. Landfill Inspections: BFI shall provide for the Landfill to be inspected by a registered Professional Engineer, other qualified professional approved by MassDEP on a bimonthly basis. An inspection report shall be submitted to MassDEP no later than fourteen (14) days following the inspection. The report shall address all aspects of the Landfill including the final cover system for closed areas of the Landfill, Landfilling operations, leachate management, stormwater controls, and all other site features. Monthly leachate quantities and the leakage rates through the primary liners shall be included in the reports. The report shall indicate whether all items are in compliance and propose remedies and establish a schedule for correcting any problems.
19. Training Records: BFI shall retain copies of all personnel training records regarding operation and maintenance procedures, health and safety training, asbestos training, first aid, emergency procedures and any other training. Records shall be available for MassDEP review upon request.
20. Financial Assurance Mechanism: BFI shall continually maintain the approved financial assurance mechanism. BFI shall revise the cost estimate annually, submit the estimate every two years, and adjust the financial assurance mechanism as required under section 310 CMR 19.051 of the regulations.
21. Annual Report: BFI shall submit an Annual Report to MassDEP by February 15th of each year that summarizes the Landfill operations for the previous calendar year on a form as provided by MassDEP.
22. Local, State, Federal Requirements: BFI shall fully comply with all applicable local, state, and federal laws, regulations, and policies, by-laws, ordinances and agreements. Applicable federal regulations include, but are not limited to, 29 CFR Part 1910, OSHA standards governing employee health and safety in the workplace.
23. Air Quality Regulations: BFI shall comply with all applicable state (310 CMR 7.00 Air Pollution Control Regulations) and federal air pollution control regulations.

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## PERMIT LIMITATIONS

The issuance of this approval is limited to the construction certification and approval for solid waste disposal operations within the Area 3 Expansion, continued operation of the Area 2 Expansion, and renewal of the Waste Ban Compliance Plan approved on January 20, 2012, and does not relieve BFI from the responsibility to comply with all other regulatory or permitting requirements. MassDEP reserves the right to require additional assessment or action, as deemed necessary to protect and maintain the environment free from objectionable nuisance conditions, dangers or threats to public health, safety, and the environment.

### Review of Decision

Pursuant to 310 CMR 19.037(4)(b), if BFI is aggrieved by MassDEP's decision to issue this Permit, it may within twenty-one days of the date of issuance file a written request that the decision be deemed provisional, and a written statement of the basis on which BFI believes it is aggrieved, together with any supporting materials. Upon timely filing of such a request, the decision shall be deemed a provisional decision with an effective date twenty-one days after MassDEP's receipt of the request. Such a request shall reopen the administrative record, and MassDEP may rescind, supplement, modify, or reaffirm its decision. If MassDEP reaffirms its decision, the decision shall become final on the effective date. Failure by BFI to exercise the right provided in 310 CMR 19.037(4)(b) shall constitute waiver of the Applicant's right to appeal.

### Right to Appeal

This decision has been issued pursuant to M.G.L. Chapter 111, Section 150A, and 310 CMR 19.037. Pursuant to 310 CMR 19.037(5), any person aggrieved by the issuance of this decision, except as provided for under 310 CMR 19.037(4)(b), may file an appeal for judicial review of said decision in accordance with the provisions of M.G.L. Chapter 111, Section 150A and M.G.L. Chapter 30A not later than thirty days following receipt of the final decision. The standing of a person to file an appeal and the procedures for filing such appeal shall be governed by the provisions of M.G.L. c. 30A. Unless the person requesting an appeal requests and is granted a stay of the terms and conditions of the decision by a court of competent jurisdiction, the decision shall remain effective or become effective at the conclusion of the 30 day period.

### Notice of Appeal

Any aggrieved person intending to appeal the final decision to the superior court shall provide notice to MassDEP of the intention to commence such action. Said notice of intention shall include the MassDEP File (Transmittal) Number X254196 and shall identify with particularity the issues and reason (s) why it is believed the final decision was not proper. Such notice shall be provided to the Office of General Counsel of MassDEP and the Regional Director for the regional office that made the decision. The appropriate addresses to send such notices are:

Office of General Counsel  
Department of Environmental Protection  
One Winter Street  
Boston, MA 02108

Philip Weinberg, Regional Director  
Department of Environmental Protection  
20 Riverside Drive  
Lakeville, MA 02347

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No allegation shall be made in any judicial appeal of this final decision unless the matter complained of was raised at the appropriate point in the administrative review procedures established in 310 CMR 19.000, provided that matter may be raised upon showing that it is material and that it was not reasonably possible with due diligence to have been raised during such procedures, or that matter sought to be raised is of critical importance to the public health or environmental impact of the permitted activity.

If you have any questions or comments regarding this approval letter, please contact me at (508) 946-2847 or Dan Connick (508) 946-2884 or at the letterhead address.

Very truly yours,



Mark Dakers, Acting Chief  
Solid Waste Management Section

D/DC/ir

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fc: William A. Flanagan, Mayor  
City of Fall River, City Hall  
One Government Center  
Fall River, MA 02772  
Fax. No. (508) 324-2626

Fall River City Council  
City Hall  
One Government Center, 2<sup>nd</sup> Floor  
Fall River, MA 02722  
Fax. No. (508) 324-2211

ec: Representative David Sullivan  
[David.Sullivan@mahouse.gov](mailto:David.Sullivan@mahouse.gov)

Fall River Board of Health  
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Mike Quatromoni, SITEC Environmental, Inc.  
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DEP-SERO  
M. Pinaud  
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