City of Fall River Massachusetts
Office of the City Clerk

ALISON M. BOUCHARD
CITY CLERK

INÊS LEITE
ASSISTANT CITY CLERK

MARCH 23, 2012
MEETINGS SCHEDULED FOR NEXT WEEK
MONDAY, MARCH 26, 2012

5:15 P.M. COMMITTEE ON HEALTH & ENVIRONMENTAL AFFAIRS

TUESDAY, MARCH 27, 2012

6:00 P.M. COMMITTEE ON FINANCE

1. Presentation by Fall River Charter Advisory Group re City Charter review process
2. Loan Order – Britland Park Improvements

AGENDA

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

PRIORITY MATTERS - None

PRIORITY COMMUNICATIONS

1. *Comm. From Mayor requesting approval of the following:
   a) Rescind unissued portion of 2001 Morton Middle School loan authorization
   b.) Right of Way cert. rel. to Plymouth Ave. Roadway Improvement project
2. *Mayor and order re Preservation Restriction Agreement for two (2) buildings @ F.R. Waterworks
3. Bd. of Election Commissioners re Official Results of Presidential Primary

COMMITTEE REPORTS

Committee on Ordinances & Legislation recommending:

First Reading:

4. Traffic, misc.

All readings, w/EP

5. Traffic, handicapped parking

Adoption, as amended

6. *An Act relative to the appointment and status of the Fire Chief and Bd. of Fire Commissioners

ORDINANCES - None

RESOLUTIONS

7. *Com. on Public Safety meet to discuss vacant buildings taken over as tax title properties
8. *Com. on Real Estate meet to discuss City's responsibility re environmental remediation of city owned property prior to sale

CITATIONS – None

ORDERS – HEARINGS FOR TONIGHT

Jt. Pole locations:

9. Bart Street – One (1) joint pole location
10. Whitefield Street – One (1) joint pole location
11. Bronson Street – Four (4) joint pole locations

Underground Conduit:

12. Intersection of Hanover Street and President Avenue

ORDERS – HEARINGS TO BE SCHEDULED - None

ORDERS – NO HEARING REQUIRED

Pole re-location

13. Whitefield Street – One (1) pole re-location

ORDERS – MISCELLANEOUS

14. Police Chief's report on licenses

One Government Center • Fall River, MA 02722
TEL 508-324-2220 • FAX 508-324-2211 • EMAIL city_clerks@fallriverma.org

COMMUNICATIONS – INVITATIONS – PETITIONS

15. *Claims
16. Zoning Board of Appeals Minutes – February 16, 2012
17. Planning Board Minutes – February 15, 2012

BULLETINS – NEWSLETTERS – NOTICES - None

Alison M. Bouchard
City Clerk

City of Fall River
Massachusetts
Office of the Mayor

WILLIAM A. FLANAGAN
Mayor

SHAWN E. CADIME
City Administrator

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2012 MAR 22 P 4: 08

CITY CLERK
FALL RIVER, MA

March 22, 2012

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 items:

1. Request to rescind the unissued portion of the 2001 Morton Middle School Loan Authorization.
2. Request for approval on a Right of Way Certificate.

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

Sincerely,

William A. Flanagan
Mayor

One Government Center • Fall River, MA 02722
TEL (508) 324-2600 • FAX (508) 324-2626 • EMAIL scadime@fallriverma.org

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2012 MAR 22 P 4:09

CITY CLERK
FALL RIVER, MA

City of Fall River
Massachusetts

Department of Community Maintenance

CEMETERIES • MUNICIPAL BUILDINGS • PARKS • SANITATION • STREETS & HIGHWAYS • TRAFFIC & PARKING • VEHICLES

WILLIAM A. FLANAGAN
Mayor

KENNETH C. PACHECO
Director

March 22, 2012

Shawn Cadime
City Administrator
One Government Center
Fall River, MA 02722

This is a request through the Mayor for the City Council to rescind the unissued portion of the Morton Middle School loan authorization of $32,348,000 from July 2001. This authorization will not be used since the Council has authorized a new loan authorization to cover the costs associated with the Morton Middle School Project.

Sincerely,

Kenneth C. Pacheco
Director of Community Maintenance

One Government Center • Fall River, MA 02722
TEL (508) 324-2584 • FAX (508) 324-2568 • EMAIL kpacheco@fallriverma.org

CITY OF FALL RIVER, MASSACHUSETTS
LOAN ORDER
MORTON MIDDLE SCHOOL

CITY OF FALL RIVER, City Council

ORDERED, that the sum of $ 32,348,000 be and hereby is appropriated for payment of costs for land acquisition, constructing, originally equipping and furnishing the Small Elementary School, including project management and all other costs incidental and related thereto; that to raise this appropriation, the Treasurer with the approval of the Mayor, is authorized to borrow $ 32,348,000 under and pursuant to Chapter 44, Section 7(3), and Chapter 70B, of the General Laws, or any other enabling authority, and to issue and sell bonds or notes of the City therefore; and that the Mayor and the Treasurer are each authorized to file an application with the Emergency Finance Board to qualify under Chapter 44A of the Massachusetts General Laws any and all bonds of the City issued under and pursuant hereto, and to provide such information and execute such documents as the Emergency Finance Board may require.

File: Morton School
Loan Order

Authorized to Publish
6/12/01

City of Fall River, *In City Council*

ORDERED: That the City hereby appropriates the sum of Sixty-Three Million Dollars ($63,000,000) to pay costs of reconstructing, equipping and furnishing the James Madison Morton Middle School, located at 376 President Avenue, Fall River, Massachusetts, and for the payment of all other costs incidental and related thereto, which school facility shall have an anticipated useful life as an educational facility for the instruction of school children for at least 50 years, said sum to be expended under the direction of the School Building Committee, and to meet said appropriation the City Treasurer, with the approval of the Mayor, is authorized to borrow said sum under M.G.L. Chapter 44, or any other enabling authority; that the City acknowledges that the Massachusetts School Building Authority ("MSBA") grant program is a non-entitlement, discretionary program based on need, as determined by the MSBA, and any project costs the City incurs in excess of any grant approved by and received from the MSBA shall be the sole responsibility of the City; provided further that any grant that the City may receive from the MSBA for the Project shall not exceed the lesser of (1) 80 percent (%) of eligible, approved project costs, as determined by the MSBA, or (2) the total maximum grant amount determined by the MSBA; and that the amount of borrowing authorized pursuant to this vote shall be reduced by any grant amount set forth in the Project Funding Agreement that may be executed between the City and the MSBA.

ORDERED: That the Treasurer is authorized to file an application with the appropriate officials of The Commonwealth of Massachusetts (the "Commonwealth") to qualify under Chapter 44A of the General Laws any and all bonds of the City to be issued pursuant to this Order, and to provide such information and execute such documents as such officials of the Commonwealth may require.

In City Council, May 10, 2010
Authorized to be published and
Referred to the Committee on
Finance, 8 yeas, one nay.

In City Council, May 25, 2010
Adopted, 9 yeas.

Approved, May 27, 2010
William A. Flanagan, Mayor

A true copy. Attest:

Alison M. Brea

City Clerk

1B

July 26, 2012

RECEIVED

2012 MAR 22 P 4:09

CITY CLERK
FALL RIVER, MA

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

RE: Plymouth Avenue Roadway Improvement Project

To the Council:

The City of Fall River is preparing final design documents for the Plymouth Avenue Roadway Improvement Project. The Massachusetts Department of Transportation (MassDOT) is reviewing the design and will advertise the project for construction once the final design documents are approved. The cost for the construction of this project is being borne entirely by the state and federal governments at a cost of approximately $8,000,000.00.

The project limits of the proposed improvements are on Plymouth Avenue, running from Pleasant Street south to Slade Street. Both the northbound and southbound sections of the roadway are included.

The proposed street improvements are anticipated to include sub-grade, base layer and pavement reconstruction and/or milling and paving, storm water drainage system evaluation and upgrade, sidewalk, driveway openings and curbing repair, replacement and/or construction. Bicycle lanes are included in the design. Traffic signal upgrades and replacements will be made at 10 locations along Plymouth Avenue. The project will result in Plymouth Avenue having a significantly safer and more attractive appearance.

The project requires partial takings consisting of small slivers of land along the roadway frontage and temporary construction easements. We have worked with the design engineers to minimize disruptions and have kept the number of properties impacted by fee takings to just four out of a total of 116 properties. The remaining parcels will be limited to temporary easements.

The Fall River City Council is authorized to acquire the necessary land parcels or portions thereof and/or rights in land parcels for the purpose of obtaining a secure and public right of way. This allows for the construction of the Plymouth Avenue Roadway Improvement Project. Approval by the City Council is needed to insure that a Right of Way Certificate is ultimately obtained for this project. Without the ROW certificate, this project would not get constructed.

The City of Fall River was required to coordinate with each property owner affected by this project to allow us access within a very small temporary easement to work on the front of their property during the construction of the sidewalks. There are some properties that will also be impacted by a partial land taking. Under Federal law, the property owner is entitled to compensation for both temporary easements and takings.

What is an easement?

An easement is a legal document that conveys limited property rights from the grantor (landowner) to the grantee (City of Fall River). A temporary easement only grants restricted use of the property and is not a transfer in real estate ownership. It conveys temporary access and construction rights that terminate upon the completion of the construction of the project.

What is a taking?

A taking is a legal document that conveys property rights from the grantor (landowner) to the grantee (City of Fall River). A taking is a transfer in real estate ownership. There are only four very small partial takings being made for this contract.

What did the appraisal process involve?

The City if Fall River retained Summit Appraisal Services to conduct land appraisals of the affected parcels. All residents to be affected were notified in advance and were given an opportunity to discuss the process with either our office or with Summit Appraisal Services. A monetary value was established and upon Council approval will be offered as fair market value for the temporary easement or taking.

The cost of the appraisal and the cost of the easement and property takings have been approved by MassDOT under the state Chapter 90 program and are thus fully reimbursable by the state.

Attached is a proposed order to effect these easement and takings, along with a plan showing the location of all affected parcels.

Sincerely,

William A. Flanagan
Mayor

TEMPORARY EASEMENTS AND FEE SIMPLE TAKINGS FOR PLYMOUTH AVENUE RECONSTRUCTION PROJECT

TEMPORARY EASEMENTS: TE-1 THROUGH TE-116 **FEE SIMPLE TAKINGS: 1-C THROUGH 4-C**

LOCATION NUMBER	ASSESSOR'S MAP	ASSESSOR'S LOT	STREET ADDRESS	CURRENT OR FORMER TITLEHOLDER	DEED BOOK	DEED PAGE	EASEMENT AREA	EASEMENT VALUE
TE-1	E-1	66	1529 PLYMOUTH	MARCO MONIZ AND LAUDALINO VIVEIROS	7329	46	296± S.F.	$420.00
TE-2	E-1	63	1495 PLYMOUTH	COASTAL ATLANTIC LLC, C/O SOUTH END TOYOTA	4346	270	838± S.F.	$590.00
TE-3	E-1	69	1459 PLYMOUTH	MANUEL DEMEDEIROS	4328	290	79± S.F.	$50.00
TE-4	E-1	34	1439 PLYMOUTH	ART—LEE LLC, C/O JOSEPH DORT CONTROLLER	3301	30	530± S.F.	$370.00
TE-5	E-1	35	1427 PLYMOUTH	ANTONIO M. COSTA & PAULINE M. COSTA	6137	134	34± S.F.	$50.00
TE-6	E-1	37	1023 & 1025 GLOBE	DONALD POULIN & GERMAINE R. POULIN	1461	129	71± S.F.	$50.00
TE-7	F-29	52	1375 PLYMOUTH	AUTO PARTS REALTY INC.	2055	233	636± S.F.	$450.00
TE-8-A	F-29	45	1359 PLYMOUTH	JAMIE S. BENTO TR., 1359 PLYMOUTH AVENUE REALTY	6529	272	76± S.F.	
TE-8-B	F-29	45	1359 PLYMOUTH	JAMIE S. BENTO TR., 1359 PLYMOUTH AVENUE REALTY	6529	272	148± S.F.	
8A & 8B							224± S.F.	$310.00
TE-9	F-29	44	1331 PLYMOUTH	STACY L. TINKHAM	5881	242	25± S.F.	$50.00
TE-10	F-29	37	1327 PLYMOUTH	RICHARD J. COSTELLO	3760	233	78± S.F.	$50.00
TE-11	F-29	92	1325 PLYMOUTH	JOHN J. SAKELL	3410	231	55± S.F.	$50.00
TE-12	F-29	36	1301 PLYMOUTH	JACQUELINE QUENTAL & MARIA L. QUENTAL	4822	213	11± S.F.	$50.00
TE-13	F-29	35	1285 PLYMOUTH	ANTONIO M. SILVA	2909	317	271± S.F.	$100.00
TE-14	F-29	26	1275 PLYMOUTH	OLIVE CANICA, LINDA MATHIEU TRS	3579	251	212± S.F.	$80.00
TE-15	F-29	25	1261 PLYMOUTH	EUGENE BANKS	3509	184	300± S.F.	$100.00
TE-16	F-29	22	1223 PLYMOUTH	ERNEST R. AND NATALIE D. CABRAL	1102	404	10± S.F.	$50.00
TE-17-A	F-29	3	1211 PLYMOUTH	ROBERT E. AND JUNE L. COOK	5958	83	71± S.F.	
TE-17--B	F-29	3	1211 PLYMOUTH	ROBERT E. AND JUNE L. COOK	5958	83	15± S.F.	
17A & 17B							86± S.F.	$50.00
TE-18	F-29	2	1203 PLYMOUTH	DONNA M. RAPOSO	3223	266	245± S.F.	$90.00
TE-19	F-28	48	1165 PLYMOUTH	ALBERTO M. AND NANCY C. CORDEIRO	5392	173	17± S.F.	$50.00
TE-20	F-28	49	1153 PLYMOUTH	RAYMOND AND LOUISE A. VIVEROS	N/A	N/A	96± S.F.	$50.00
TE-21	F-28	75	1147 PLYMOUTH	LILLIAN FERNANDES	2911	339	58± S.F.	$50.00
TE-22	F-28	50	1135 PLYMOUTH	MANUEL AND MARIA ABILHEIRA	7053	74	57± S.F.	$50.00
TE-23	F-28	60	1073 PLYMOUTH	MANUAL AND HELEN CARREIRO, TRUSTEES	6221	176	128± S.F.	$50.00
TE-24	F-27	75	1033 PLYMOUTH	LUIS D AND MARIA A. SILVA	7478	97	79± S.F.	$50.00
TE-25	F-27	43	1029 PLYMOUTH	ANTHONY M. AND RAYMOND CANTON	7608	290	51 ± S.F.	$50.00
TE-26-A	F-27	42	1017 PLYMOUTH	LUCIA DIAS	6097	297	17± S.F.	
TE-26-B	F-27	42	1017 PLYMOUTH	LUCIA DIAS	33	297	64± S.F.	
26A & 26B							81± S.F.	$50.00
TE-27	F-27	41	1009 PLYMOUTH	DAVID B AND NANCY L. FIDDES	1952	89	72± S.F.	$50.00
TE-28	F-27	30	975 PLYMOUTH	CHARLES I. AND DOROTHY A. SZULEWSKI	3894	120	311± S.F.	$100.00
TE-29	F-27	29	965 PLYMOUTH	SHERRIE A. JAGOE	1898	268	117± S.F.	$50.00
TE-30-A	F-27	28	923 SECOND	MARY PEREIRA	1898	286	107± S.F.	
TE-30-B	F-27	28	923 SECOND	MARY PEREIRA	2312	286	27± S.F.	
30A & 30B							134± S.F.	$50.00
TE-31	G-8	47	903 & 907 SECOND	STEPHEN L. AND KATHLEEN S. HIGGINBOTTOM	1400	332	217± S.F.	$300.00
TE-32	I-13	21	887 PLYMOUTH	J & B PHOTO LAB, INC.	6742	2	411± S.F.	$580.00
TE-33-A	I-13	34	871 & 873 PLYMOUTH	ANTONE E. MENDOZA III	6742	220	35± S.F.	
TE-33-B	I-13	34	871 PLYMOUTH	ANTONE E. MENDOZA III	3257	220	29± S.F.	
33A & 33B							64± S.F.	$50.00
TE-34-A	I-13	24	861 & 867 PLYMOUTH	ANTONE ENOS MENDOZA III	3257	121	31± S.F.	
TE-34-B	I-13	24	861 & 867 PLYMOUTH	ANTONE ENOS MENDOZA III	7483	121	6± S.F.	
34A & 34B							37± S.F.	$50.00
TE-35	I-13	25	853 & 855 PLYMOUTH	JOSE M. PALHEIRO	7615	123	59± S.F.	$50.00
TE-36	I-13	26	843 PLYMOUTH	JOAO AND DAESTRELA FATIMA	3849	90	70± S.F.	$50.00
TE-37	I-13	20	837 PLYMOUTH	MARIO AND DALIA RAPOSO	2370	348	77± S.F.	$50.00
TE-38-A	I-13	10	825 PLYMOUTH	RAYMOND A. AND RITA V. SCHENCK	2370	149	79± S.F.	
TE-38-B	I-13	10	825 PLYMOUTH	RAYMOND A. AND RITA V. SCHENCK	N/A	149	66± S.F.	
38A & 38B							145± S.F.	$50.00
TE-39	I-13	9	811 & 813 PLYMOUTH	RAYMOND A. AND RITA V. SCHENCK		N/A	64± S.F.	$50.00
TE-40	I-13	8	807 PLYMOUTH	ROBERT SCHENCK	7025	223	301± S.F.	$100.00

TEMPORARY EASEMENTS AND FEE SIMPLE TAKINGS FOR PLYMOUTH AVENUE RECONSTRUCTION PROJECT

TEMPORARY EASEMENTS: TE-1 THROUGH TE-116 **FEE SIMPLE TAKINGS: 1-C THROUGH 4-C**

LOCATION NUMBER	ASSESSOR'S MAP	ASSESSOR'S LOT	STREET ADDRESS	CURRENT OR FORMER TITLEHOLDER	DEED BOOK	DEED PAGE	EASEMENT AREA	EASEMENT VALUE
TE-41-A	I-13	7	789 PLYMOUTH	GERALD R. BANVILLE	3855	154	170± S.F.	
TE-41-B	I-13	7	789, 793, 795 PLYMOUTH	GERALD R. BANVILLE	3855	154	15± S.F.	
41A & 41B							185± S.F.	$260.00
TE-42	I-13	30	775 PLYMOUTH	GERARD R. AND YONG O. GOULD	4403	45	323± S.F.	$100.00
TE-43	I-13	6	763 PLYMOUTH	ROBERTO C. AND BETTIE A. RAPOSO	6205	69	19± S.F.	$50.00
TE-44	I-12	31	739 PLYMOUTH	U.S. BANK NATIONAL ASSOC.	7565	55	157± S.F.	$60.00
TE-45-A	I-12	70	591 FOURTH	JESSICA MARTIN AND ARNALDO PAQUETTE JR.	7574	261	65± S.F.	
TE-45-B	I-12	70	591 FOURTH	JESSICA MARTIN AND ARNALDO PAQUETTE JR.	7574	261	29± S.F.	
45A & 45B							94± S.F.	$50.00
TE-46	I-12	47	693 PLYMOUTH	ANGELO A. AND MARIA O. RESENDES	3714	95	62± S.F.	$50.00
TE-47	I-12	48	685 PLYMOUTH	BRISTOL III LIMITED PARTNERSHIP	1175	101	249± S.F.	$80.00
TE-48-A	I-12	81	639 PLYMOUTH	PAUL G. MELLO	2936	254	93± S.F.	
TE-48-B	I-12	81	639 PLYMOUTH	PAUL G. MELLO	2936	254	65± S.F.	
48A & 48B							158± S.F.	$60.00
TE-49-A	I-12	57	609 PLYMOUTH	LIBERAL AND NIVERIA BAPTISTA	3071	138	25± S.F.	
TE-49-B	I-12	57	609 & 625 PLYMOUTH	LIBERAL AND NIVERIA BAPTISTA	3071	138	272± S.F.	
49A & 49B							297± S.F.	$110.00
TE-50	I-16	32	583 PLYMOUTH	JOSEPH AND NATALIE ARAUJO	3799	322	108± S.F.	$50.00
TE-51	I-16	34	PLYMOUTH	MARILYN M. NASIFF TRUSTEE	5584	179	511± S.F.	$190.00
TE-52	I-16	4	551 PLYMOUTH	JOSEPH F. MAGRIBY JR est of STEPHEN MAGRIBY	2819	25	102± S.F.	$50.00
TE-53	I-16	3	527 PLYMOUTH	JOHN MELLO	6931	16	37± S.F.	$50.00
TE-54	I-16	37	517 PLYMOUTH	RICKY MILLER	6815	299	50± S.F.	$50.00
TE-55-A	I-16	1	427 PLYMOUTH	PATEL REALTY INC	3010	217	166± S.F.	
TE-55-B	I-16	1	427 PLYMOUTH	PATEL REALTY INC	3010	217	68± S.F.	
55A & 55B	Total						234±S.F.	$70.00
TE-56	N-22	1	369 PLYMOUTH	MARCO GROUP INC	2872	338	1312± S.F.	$1,840.00
TE-57-A	N-24	4	PLEASANT	DURFEE UNION MILLS S & S LTD INC.	25	489	126± S.F.	
TE-57-B	N-24	4	PLEASANT	DURFEE UNION MILLS S & S LTD INC.	25	489	129± S.F.	
57A & 57B							255±S.F.	$180.00
TE-58	N-24	5	425 PLEASANT	425 PLEASANT STREET, LLC	6123	184	96± S.F.	$70.00
TE-59-A	N-24	2	495 PLEASANT	PHILLEP PELLETIER AND PETER ROSSI	2969	204	540± S.F.	
TE-59-B	N-24	2	495 PLEASANT	PHILLEP PELLETIER AND PETER ROSSI	2969	204	438± S.F.	
59A & 59B							978± S.F.	$1,370.00
TE-60	M-12	1	534 PLEASANT	KINGS COVE OF MASS LLC, C/O CVS PHARMACY INC.	31	117	605± S.F.	$420.00
TE-61	E-2	41	1450 PLYMOUTH	WEBSTER BANK NA, ATTN CORP REAL ESTATE	N/A	N/A	1292± S.F.	$910.00
TE-62	E-2	1	1396 PLYMOUTH	RAUL M. AND FERNANDA M. OLIVEIRA	2451	274	231± S.F.	$80.00
TE-63	F-24	60	1368 PLYMOUTH	DOLPHINS INC	5255	289	23± S.F.	$50.00
TE-64	F-24	59	1358 PLYMOUTH	JAYNE P, BRONHARD	6117	313	79± S.F.	$50.00
TE-65	F-24	57	1340 PLYMOUTH	BLESSED VIRGIN MARY PARISH OF POLISH NAT CATHOLIC	3922	310	617± S.F.	$230.00
TE-66	F-24	84	1232 PLYMOUTH	ERICK SOUSA	671	168	87± S.F.	$50.00
TE-67	F-24	12	1200 & 1204 PLYMOUTH	MANNING-SYLVIA REALTY LLC	4596	76	680± S.F.	$480.00
TE-68	F-24	1	1190 PLYMOUTH	CHARLES A. AUCLAIR	6125	191	13± S.F.	$50.00
TE-69	F-24	123	1180 PLYMOUTH	ANA AND PAUL RAPOSO	6346	47	4± S.F.	$50.00
TE-70	F-25	28	1164 PLYMOUTH	RONALD A, PACHECO, TRUSTEE	7067	121	79± S.F.	$50.00
TE-71-A	F-25	27	1150 PLYMOUTH	RONALD L. AND MARY BERNARD	1274	341	9± S.F.	
TE-71-B	F-25	27	1150 PLYMOUTH	RONALD L. AND MARY BERNARD	1274	341	9± S.F.	
71A & 71B							18± S.F.	$50.00
TE-72	F-25	26	1142 & 1144 PLYMOUTH	WALTER L. AND BARBARA A. DREWNIAK JR.	3167	300	111± S.F.	$50.00
TE-73	F-25	16	1126 PLYMOUTH	RONALD A. AND CYNTHIA A. CLARK	1226	193	251± S.F.	$90.00
TE-74	F-25	13	1116 PLYMOUTH	JOHN J. AND THERESE J. CHICCA	1265	82	149± S.F.	$50.00
TE-75	F-25	30	1102 PLYMOUTH	ARMAND A. AND JOYCE M. SIMARD	7162	239	275± S.F.	$390.00
TE-76	F-25	12	27 STAFFORD	HOWARD B. FREEDMAN	2529	223	240± S.F.	$340.00
TE-77	F-25	10	10 STAFFORD	B S REALTY LIMITED PARTNERSHIP	1617	266	867± S.F.	$1,220.00
TE-78	F-25	1	1010 PLYMOUTH	CITY OF FALL RIVER CANDEIAS/NIAGRA FIRE STATION	N/A	N/A	588± S.F.	$410.00
TE-79	F-26	65	974 PLYMOUTH	GEORGE A. AND PATRCIA T. MONIZ	2753	179	64± S.F.	$50.00
TE-80	F-26	49	968 PLYMOUTH	ROBERT J. SZULEWSKI	7059	50	65± S.F.	$50.00

TEMPORARY EASEMENTS AND FEE SIMPLE TAKINGS FOR PLYMOUTH AVENUE RECONSTRUCTION PROJECT

TEMPORARY EASEMENTS: TE-1 THROUGH TE-116 **FEE SIMPLE TAKINGS: 1-C THROUGH 4-C**

LOCATION NUMBER	ASSESSOR'S MAP	ASSESSOR'S LOT	STREET ADDRESS	CURRENT OR FORMER TITLEHOLDER	DEED BOOK	DEED PAGE	EASEMENT AREA	EASEMENT VALUE
TE-81	F-26	4601	920 PLYMOUTH (CONDO)	SUHAIR SHAMOON	5629	58	61± S.F.	$25.00
TE-81	F-26	4602	920 PLYMOUTH (CONDO)	EUDOXIA TSONGALIS-ARRUDA	6849	217	61± S.F.	$25.00
TE-82	F-26	25	900 PLYMOUTH	RICHARD R. AND DEBORAH A. PELLETIER	1259	90	21 4± S.F.	$80.00
TE-83	F-26	21	872 PLYMOUTH	WILFRED A. J. AND SOPHIE JEFFREY	N/A	N/A	51± S.F.	$50.00
TE-84	F-26	20	860 PLYMOUTH	JOHN AND DOROTHY BRILHANTE	N/A	N/A	91± S.F.	$50.00
TE-85	F-26	19	852 PLYMOUTH	MARIA M. AND DAVID D. SARMENTO	2538	33	87± S.F.	$50.00
TE-86	F-26	81	838 PLYMOUTH	LEON F. AND MICHAEL L. PULKOWSKI	1652	178	101± S.F.	$50.00
TE-87	F-26	17	836 PLYMOUTH	MICHAEL PULKOWSKI	2965	21	73± S.F.	$50.00
TE-88	F-26	16	826 PLYMOUTH	DAVID AND MARIA SARMENTO	1295	138	277± S.F.	$190.00
TE-89	I-14	55	786 PLYMOUTH	MODERN PRINTING CO INC. FALL RIVER	1459	334	117± S.F.	$160.00
TE-90-A	I-14	42	778 PLYMOUTH	DONALD AND MARIELLE PERRAULT	3579	236	111± S.F.	
TE-90-B	I-14	42	782 PLYMOUTH	DONALD AND MARIELLE PERRAULT	3579	236	2± S.F.	
90A & 90B							113± S.F.	$50.00
YE-91	I-14	41	764 PLYMOUTH	DEREK DURGIAN, PLYMOUTH PLACE CONDO ASSOC.	N/A	N/A	114± S.F.	$50.00
TE-92	I-14	40	758 PLYMOUTH	VALTERO M. AND ADELINA B. CABRAL	1434	225	90± S.F.	$50.00
TE-93-A	I-14	89	738 PLYMOUTH	ALZIRA M, CASTELO	4245	115	27± S.F.	
TE-93-B	I-14	89	738 PLYMOUTH	ALZIRA M, CASTELO	4245	115	166± S.F.	
93A & 93B							193± S.F.	$70.00
TE-94	I-14	38	724 PLYMOUTH	JOSE COELHO AND NATALIE DASILVA	6297	118	73± S.F.	$50.00
TE-95	I-14	95	692 PLYMOUTH	KEVIN A. PACHECO JR. AND AMANDA M. BELDEN	5828	71	128± S.F.	$50.00
TE-96	I-14	5	686 PLYMOUTH	LOUIS CARVALHO	6160	299	270± S.F.	$100.00
TE-97-A	I-14	4	676 PLYMOUTH	PLYMOUTH FALLS LLC C/O ASPEN GROUP	5130	26	30± S.F.	
TE-97-B	I-14	4	676 PLYMOUTH	PLYMOUTH FALLS LLC C/O ASPEN GROUP	5130	26	86± S.F.	
TE-97-C	I-14	4	676 PLYMOUTH	PLYMOUTH FALLS LLC C/O ASPEN GROUP	5130	26	20± S.F.	
97A, 97B & 97C							136± S.F.	$50.00
TE-98-A	I-14	3	650 PLYMOUTH	CITY OF FALL RIVER	N/A	N/A	76± S.F.	
TE-98-B	I-14	3	650 PLYMOUTH	CITY OF FALL RIVER	N/A	N/A	33± S.F.	
98A & 98B							109± S.F.	$50.00
TE-99-A	I-14	1	626 PLYMOUTH	PORTUGUESE LANGUAGE ASSEMBLY OF GOD CHURCH	3540	153	22± S.F.	
TE-99-B	I-14	1	626 PLYMOUTH	PORTUGUESE LANGUAGE ASSEMBLY OF GOD CHURCH	3540	153	67± S.F.	
99A & 99B							89± S.F.	$50.00
TE-100	I-17	2	576 PLYMOUTH	STEPHEN G. AND BONNIE C. RENEHAN	6237	343	34± S.F.	$50.00
TE-101	I-17	3	554 PLYMOUTH	JOSEPH A. PONTE, TRUSTEE F350 REALTY TRUST	7336	99	21± S.F.	$50.00
TE-102	I-17	4	544 PLYMOUTH	PAULO J. AND MARIA F. SOARES	2619	326	54± S.F.	$50.00
TE-103	I-17	5	538 PLYMOUTH	MARILYN M. NASIFF, TRUSTEE PLYMOUTH AVE. NOM. TR.	5584	180	276± S.F.	$190.00
TE-104	I-17	63	512 PLYMOUTH	EDNER AND DORA CHERICHEL	4583	307	60± S.F.	$50.00
TE-105-A	I-18	1	501 RODMAN	BRIAN W. HOTAREK ET AL	3189	265	279± S.F.	
TE-105-B	I-18	1	501 RODMAN	BRIAN W. HOTAREK ET AL	3189	265	609± S.F.	
105A & 105B							888± S.F.	$1,300.00
TE-106	I-19	10	372 PLYMOUTH	LEE H. COHEN C/O SHELL OIL COMPANY	N/A	N/A	1228± S.F.	$1,700.00
TE-107-A	I-19	15	456 RODMAN	ROBERT D. SULLIVAN, TRUSTEE C/O SULLIVAN TIRE CO.	2765	2	761± S.F.	
TE-107-B	I-19	15	456 RODMAN	ROBERT D. SULLIVAN, TRUSTEE C/O SULLIVAN TIRE CO.	2765	2	287± S.F.	
107A & 107B								$1,400.00
TE-108-A	I-19	14	300 PLYMOUTH	MCDONALDS CORP. (20—0281)	1516	256	206± S.F.	
TE-108-B	I-19	14	300 PLYMOUTH	MCDONALDS CORP. (20—0281)	1516	256	10± S.F.	
108A & 108B							216± S.F.	$300.00
TE-109	I-19	9	288 PLYMOUTH	ALMEIDA REALTY INC.	2098	165	219± S.F.	$310.00
TE-110	M-11	14	186 PLYMOUTH	REARDON REALTY MA INC.	3088	343	178± S.F.	$120.00
TE-111	M-11	19	150 PLYMOUTH	POWER TEST RLTY CO LTD PART C/O GETTY PETRO MKT.	1561	70	110± S.F.	$80.00
TE-112	M-11	15	130 PLYMOUTH	GERRIT SANFORD	3717	156	206± S.F.	$140.00
TE-113	M-11	13	124 PLYMOUTH	CLIFFORD A. AND PRUDENCE B. BRIGHTMAN	1544	68	218± S.F.	$150.00
TE-114	M-11	7	88 PLYMOUTH	RENAISSANCE DEVELOPMENT CORP.	3146	169	581± S.F.	$410.00
TE-115	M-11	2	34 PLYMOUTH	SAMUELS REALTY CO INC. C/O POLO CENTER	1221	307	355± S.F.	$250.00
TE-116	M-11	1	10 PLYMOUTH	BRIAN J. MCLAUGHLIN	6875	189	200± S.F.	$280.00
				TOTAL OF TEMPORARY EASEMENTS				**$22,930.00**

TEMPORARY EASEMENTS AND FEE SIMPLE TAKINGS FOR PLYMOUTH AVENUE RECONSTRUCTION PROJECT

TEMPORARY EASEMENTS: TE-1 THROUGH TE-116 **FEE SIMPLE TAKINGS: 1-C THROUGH 4-C**

LOCATION NUMBER	ASSESSOR'S MAP	ASSESSOR'S LOT	STREET ADDRESS	CURRENT OR FORMER TITLEHOLDER	DEED BOOK	DEED PAGE	EASEMENT AREA	EASEMENT VALUE
1-C	E-2	41	1450 PLYMOUTH	WEBSTER BANK NA	N/A	N/A	919± S.F.	$7,400.00
2-C	I-18	1	501 RODMAN	BRIAN W. HOTAREK ET AL	3189	265	139± S.F.	$2,200.00
3-C	I-19	10	372 PLYMOUTH	LEE H. COHEN C/O/ SHELL OIL COMPANY	N/A	N/A	526± S.F.	$8,300.00
4-C	I-20	15	456 RODMAN	ROBERT D. SULLIVAN TRUSTESS C/O SULLIVAN TIRE CO. (INCLUDES SEVERANCE DAMAGES)	2765	2	766± S.F.	$17,600.00
				TOTAL OF FEE TAKINGS				**$35,500.00**
				TOTAL OF TEMPORARY EASEMENTS AND FEE SIMPLE TAKINGS				**$58,430.00**

2

City of Fall River
Massachusetts
Office of the Mayor

RECEIVED

2012 MAR 21 A 10: 30

CITY CLERK
FALL RIVER, MA

WILLIAM A. FLANAGAN
Mayor

March 19, 2012

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 a Preservation Restriction Agreement in perpetuity (sample attached) for two buildings at the Fall River Waterworks, which are the subjects of a grant application to the Massachusetts Historical Commission. The attached letter of intent will be included with the application to be submitted on March 30, 2012.

The Preservation Restriction Agreement does not have to be executed until the project is underway, but the ability to comply with this requirement must be established before funding recommendations and allocations are made by the Massachusetts Historical Commission. The grant application will be filed with the Commission for a development grant associated with preservation of the 1873 pumping station and tower at the Water Division property on Bedford Street.

The Massachusetts Historical Commission requires that a certified copy of the City Council vote be included with the application to be submitted on March 30, 2012.

Respectfully Submitted,

William A. Flanagan
Mayor

One Government Center • Fall River, MA 02722
TEL (508) 324-2600 • FAX (508) 324-2626 • EMAIL mayor@fallriverma.org

City of Fall River, *In City Council*

ORDERED, that the Mayor be and hereby is authorized pursuant to M.G.L. c. 184 § 31 through 33 to execute and deliver a preservation restriction agreement for two buildings at the Fall River Waterworks for the purpose of obtaining a grant from the Massachusetts Historical Commission.

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.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 2012.

TITLE OF ORGANIZATION

By: _____
Name:
Title:

COMMONWEALTH OF MASSACHUSETTS

_____,ss.

On this ____ day of _____, 2012, 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 _____, 2012, 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
Office of the Mayor

WILLIAM A. FLANAGAN
Mayor

March 13, 2012

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 Fall River Waterworks Pumping Station and Standpipe Tower 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

One Government Center • Fall River, MA 02722
TEL (508) 324-2600 • FAX (508) 324-2626 • EMAIL mayor@fallriverma.org

An Act relative to the appointment and status of the Fire Chief and Board of Fire Commissioners

CITY OF FALL RIVER

6

To the City Council

Councillors:

The Committee on Ordinances and Legislation at a meeting held on March 19, 2012, voted 4 yeas to recommend that the accompanying order be adopted, as amended with Councilor Casey absent and not voting.

Colleen A. Taylor
Clerk of Committees

IS—CC—019

City of Fall River, *In City Council*

An Act Relative to the Appointment and Status of the Fire Chief and the Board of Fire Commissioners in the City of Fall River.

BE IT ORDERED, that the City of Fall River, acting by and through its City Council and Mayor, does hereby petition the General Court of the Commonwealth of Massachusetts under the provisions of Section 8 of Article 89 of the amendments to the Constitution of Massachusetts, for a Special Act, as follows:

Be it enacted by the Senate and House of Representatives in General Court assembled, and by the authority of the same, as follows:

Section 1. Notwithstanding the provisions of any general or special law to the contrary, the position of Fire Chief for the City of Fall River shall be governed by the provisions of Massachusetts General Laws Chapter 31.

Section 2. Notwithstanding the provisions of any general or special law to the contrary, the Fire Chief in the City of Fall River shall be the head of the Fire Department and shall be responsible for the management and operation of said department and shall be the "Appointing Authority" for all employees of the fire department in accordance with Section 1 of General Laws Chapter 31, with all the rights, duties and privileges appurtenant thereto and as contained in subsequent sections of Chapter 31 and any other general or special law applicable to chiefs of departments.

Section 3. The Fire Chief shall be appointed by the Board of Fire Commissioners and confirmed by the City Council and shall be employed by contract for a period not exceeding three years. The terms and conditions of said contract shall be determined by the Mayor and approved by the City Council.

Section 4. The Board of Fire Commissioners shall consist of three persons to be appointed by the Mayor and confirmed by the City Council.

Section 5. This Act shall take effect upon enactment.

City of Fall River, *In City Council*

7

(Councilor Raymond A. Mitchell)

WHEREAS, there are many vacant buildings in the City of Fall River, and

WHEREAS, many of these buildings are being taken over by the City as tax title properties and are in need of maintenance or demolition as soon as possible due to rodent infestation, overgrown weeds and litter on the property, and

WHEREAS, these abandoned buildings are also a threat to public safety due to fire hazards, now therefore

BE IT RESOLVED, that the Committee on Public Safety meet with the Administrator of Assessing, representative from the Administration and Corporation Counsel to discuss ways to correct or demolish these properties swiftly, and

BE IT FURTHER RESOLVED, that once buildings are demolished the City work towards getting these vacant lots back on the tax rolls as soon as possible.

City of Fall River, *In City Council*

8

(Attorney Bradford L. Kilby)
(Councilor Raymond A. Mitchell)
(President Linda M. Pereira)
(Councilor Joseph D. Camara)
(Councilor Michael L. Miozza)
(Councilor Eric Poulin)
(Councilor Pat Casey)
(Councilor David J. Dennis, Esq.)

WHEREAS, questions have arisen with regard to the City's responsibility to environmentally remediate the vacant school properties, and

WHEREAS, the City Council has received conflicting opinions as to this issue, and

WHEREAS, the City may be required to incur the cost of remediation prior to the sale of any city owned property, now therefore

BE IT RESOLVED, that a representative from the Department of Environmental Protection or in the alternative a 21E expert, Corporation Counsel and the Director of Community Maintenance be invited to a future meeting of the City Council Committee on Real Estate to render an opinion as to the City's obligations and potential liability.

CC

15

CLAIM FORM
City of Fall River, Massachusetts

Name: Wilnick Thenor #12-20

Address: 1034 Robeson St - Fall River, MA 02720

Phone #: 508-287-5534

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

Date of Incident: 2/24/2012
Time of Incident:
Location of Incident: Side Walk Near 1034 Robeson St

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

RECEIVED
2012 MAR 16 A 9:02
CITY CLERK
FALL RIVER, MA

any x2 Copies Law
1 DPW
1 CC
1 Clerk

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

CC

CITY OF FALL RIVER, MA
LAW DEPT.
12 MAR -1 PM 10:23

CLAIM FORM
City of Fall River, Massachusetts

#12-21

Name: JOÃO P. DIAS

Address: 150 OMAN ST
FALL RIVER MA 02721

Phone #: 508 6789343 - 5086721292 (Carlos Dias)

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

Date of Incident: 2-27-12
Time of Incident: 4PM
Location of Incident: 150 OMAN ST FR MA 02721

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

STREET SEWER WAS BLOCKED AND FULL AND IT BACKED UP INTO MY BASEMENT WITH ABOUT 1 INCH OF SEWAGE WATER ALL OVER A SEMI FINISHED BASEMENT. NO CARPETS BUT LINOLEUM FLOORS. WALLS ARE FINISHED. THE WATER CAME THROUG THE BATHROOM DAMAGING IT ALSO.

Atty + 2 Copies Law
Sewer
1 City Clerk
1 City Council

RECEIVED
2012 MAR 16 A 11:45
CITY CLERK
FALL RIVER, MA

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

GEICO
geico.com

- Government Employees Insurance Company
- GEICO General Insurance Company
- GEICO Indemnity Company
- GEICO Casualty Company

CITY OF FALL RIVER, MA
LAW DEPT.
12 MAR 14 AM 9:53 #12-22

Send Correspondence to: 300 Crosspoint Parkway, Getzville NY 14068

Please remit payment to: Attn: Cashiers, PO Box 96008, Washington DC 20090-6008

PAYMENT RECOVERY NOTICE

If you have received our demand please e-mail me at sadams@geico.com to verify.

City of Fall River

Our File #: 0425826580101017
Our Insured: Shanna M Lubold

Date: 03/09/2012
Your Insured/Driver: Fall River PD/John Robinson
Your File #: pending
Your Vehicle: 02 Buick Tag #: MA 73GY54
Date of Loss/Location of Loss: 12/11/2011

WHEN RESPONDING- PLEASE REFER TO OUR CLAIM NUMBER.

Our investigation shows your insured to be at fault for this accident.

✓ Payment for repairs has been made. Documentation is attached. Please honor our claim.

CO's Interest:	$5486.56
Salvage Rec'd:	($ -2334.00)
Insured's Deductible:	$1000.00
Rental:	$ n/a
Total:	$4152.56

Please include our claim number when remitting payment.

✓ Please make your check payable to:

GEICO
Attention: Cashiers
P.O. Box 96008
Washington, DC 20090-6008

✓ **Please pay our insured directly for out of pocket rental of $n/a**

RECEIVED
2012 MAR 16 A 11:45
CITY CLERK
FALL RIVER, MA

Thank you for your prompt attention.

Payment Recovery Examiner: Shaun Adams
Phone Number: 716-276-4633
Fax Number: 1-877-861-4095
Email: sadams@geico.com

orig + 2 copies Law
1 DPW
1 CC
1 City Clerk

CC

Commerce
INSURANCE
A MAPFRE COMPANY

January 30, 2012

#12-23

City of Fall River
Law Department
1 Government Center
Fall River, MA 02722

CITY OF FALL RIVER, MA
LAW DEPT.
12 JAN 31 AM 10:45

RE:
Insured: Fabio F Vieira
File #: YKJ830/WCNA56
Date of Loss: 1/13/2012
Responsible Party: City of Fall River
Reimbursement Due: $770.30
Property Damage: $770.30
PIP Medical/Wage: N/A

Dear Sir or Madam:

Please accept this letter of presentment as required by M.G.L. c. 258 §4. Our investigation reveals that the City of Fall River is responsible for damages sustained by our insured. We have settled the loss with our insured and would appreciate your immediate payment of the amount listed above. Please make your check payable to The Commerce Insurance Company in the amount of $270.30 and be sure to note our file number to ensure proper credit.

Enclosed are our supporting papers for your review.

If you have any questions, please call me at 1-800-221-1605, ext. 15710.

Thank you.

Sincerely,
THE COMMERCE INSURANCE COMPANY

RECEIVED
2012 MAR 16 A 11:45
CITY CLERK
FALL RIVER, MA

Natascha Nickson
Claim Representative

NN/mmj

Enclosure

CC

CLAIM FORM

RECEIVED

2012 MAR 19 A 10:48

CITY CLERK #12-24
FALL RIVER, MA

CITY OF FALL RIVER, MASSACHUSETTS

NAME: Marc Cunha

ADDRESS: (Permanent) 669 North Underwood Street, Fall River, Massachusetts 02720

(Temporary) 43 B Rolling Green Drive, Fall River, Massachusetts 02720

TELEPHONE: (508) 674-0896 (Temporary)
(508) 642-3593 (Cell)

ATTORNEY: All contact must be through my attorney:

Charles Vacca, Esq. c/o
The Law Offices of Lawrence N. Altman
1408 ½ Atwood Avenue
Johnston, RI 02919
(401) 308-7671
(401) 941-7080 (Fax)

TYPE OF CLAIM: For Notice Purposes Only, Not Election: M.G.L. Ch. 84, 258, and "Other".

DATE OF INCIDENT: February 28, 2012

TIME OF INCIDENT: Morning, approximately 10:00 AM/11:00 AM.

LOCATION OF INCIDENT: Corner of Jefferson Street/Brayton Avenue, More particularly, 281 Jefferson Street

DETAILED DESCRIPTION OF CLAIM: (For purposes of Notice only, and not any potential admission)

On the above date and time, I was walking along the sidewalk on Jefferson Street, past entrance steps to 281 Jefferson Street. As I began to walk around the corner of Jefferson to proceed onto Brayton Avenue, I ran into, stumbled upon and fell onto what I now have learned is a newly constructed, raised, cement pad installed on the

atty + 2 copies Law
1 DPW
1 C Council
1 c. Clerk

CC

RECEIVED

CLAIM FORM
City of Fall River, Massachusetts

2012 MAR 20 A 9:02
CITY CLERK
FALL RIVER, MA

Name: BRIAN K. PELLAND

#12-25

Address: 308 SEABURY STREET
FALL RIVER, MA 02720

Phone #: (508) 642-0803

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

Date of Incident: 8 MARCH 2012
Time of Incident: 10:45 PM
Location of Incident: RUGGLES PARK @ 308 SEABURY ST.

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

A tree that was standing in Ruggles Park came crashing into my house during the heavy winds on Thursday evening, breaking windows damaging the aluminum siding, breaking the bushes, tearing the wiring from the house and countless other details to numerous to list. After some phone calls to the Mayor's office last summer around June 2011, we had complained about the tree's in Ruggles Park causing damage to (6) six vehicles on Seabury Street including my own which was parked in my driveway and I had to pay to have the hood repaired and re-painted at a cost of $1,000.00.

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

orig + 2 Copies Law
1 DPW
1 CC

CC

CITY OF FALL RIVER, MA
LAW DEPT.
12 MAR 19 AM 11:38

#12-26

CLAIM FORM
City of Fall River, Massachusetts

Name: Charles Auclair

Address: 690 So. Main St.
Fall River, MA 02721

Phone #: 508-673-4366

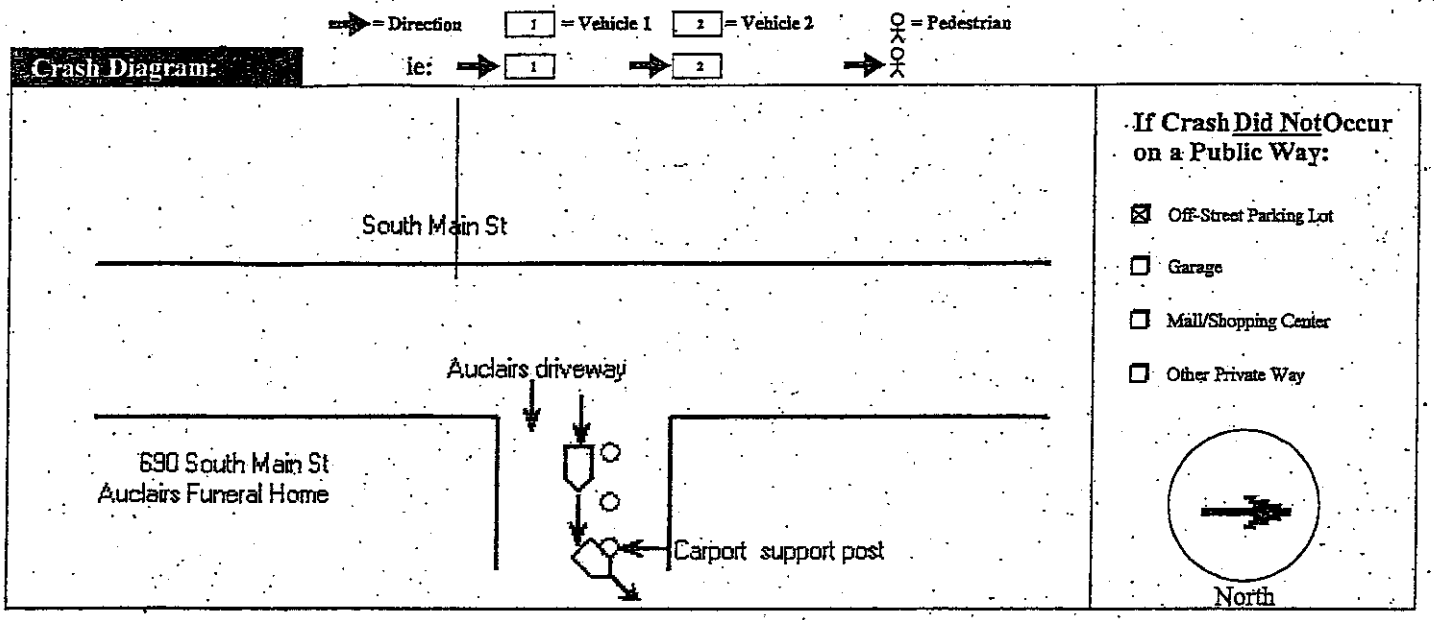
Type of Claim: ____ M.G.L. Chapter 84 ____ M.G.L. Chapter 258 ____ Other

Date of Incident: 2-9-2012
Time of Incident: 2:29 AM
Location of Incident: 690 So. Main St., Fall river, MA

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

CITY CLERK
FALL RIVER, MA
2012 MAR 21 P 2:16
RECEIVED

Crash Diagram:



Crash Narrative:

On 2-9-2012 I Sgt Richard Costa responded to 690 South Main St (Auclairs Funeral Home) in regards to a motor vehicle accident. Upon arrival it was determined that FRPD sector12 (op by Michael Silvia) had entered the parking lot of the funeral home at a low speed and upon turning his cruiser left ,struck a support beam for a carport attatched to the business. As a result the beam was broken at its base.
Mr Charles Auclair (owner of the property) was notified and responded.

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1 Police chief
1 CC