

City of Fall River
Office of the Corporation Counsel



WILLIAM A. FLANAGAN
Mayor

ELIZABETH SOUSA
Corporation Counsel

GARY P. HOWAYECK
Assistant Corporation Counsel

CHRISTY M. DIORIO
Assistant Corporation Counsel

November 1, 2013

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

RE: Purchase of 0 Hancock Street, Fall River, MA

Dear Council President:

I respectfully request that the City Council approve the acquisition of 0 Hancock Street, Lot D-11-153, for \$23,000.00. **Please see attached summary appraisal.** The property owner has agreed to the price subject to approval by 12/1/13.

This lot includes wetland and a drainage culvert. The Sewer Commission as approved this acquisition and desires to own this lot to assure continued drainage and avoid potential development and increase of flooding potential.

I request that this matter be placed on the agenda, for Council approval, at the next City Council meeting.

Very Truly Yours,

Elizabeth Sousa
Corporation Counsel

Encl/ES

cc: Terrance J. Sullivan, Administrator of Community Utilities, without enclosures

CITY CLERK
FALL RIVER, MA
2013 NOV - 4 AM 10:47

City of Fall River, *In City Council*

ORDERED, that the Mayor is hereby authorized to acquire a certain parcel of land located on 0 Hancock Street, Fall River, Massachusetts, Lot D-11-153 for \$23,000.00. The acquisition of said lot has been approved by the Sewer Commission and ownership of said lot will assure continued drainage so as to avoid the potential development and increase of flooding. Said Lot is bounded and described as follows:

Beginning at a point on the northerly side of Hancock Street 200 Feet westerly from the northwesterly corner of Preston and Hancock Streets and at the southeasterly corner of the parcel to be described; thence running northerly ninety four and 87/100 (94.87) feet for a corner; thence running southerly ninety five and 47/100 (95.47) feet to Hancock Street for a corner; thence running easterly along the northerly line of said Hancock Street one hundred (100) feet to point of beginning, containing 9,517 square feet of land, more or less.

File No. 14012

COMPLETE SUMMARY APPRAISAL

LOCATION:

0 Hancock Street
Map D-11 Lot 153
Fall River, MA 02724
County of Bristol

FOR:

Mr. Paul Ferland
Community Utilities
One Government Center
Fall River, MA 02720

AS OF:

May 20, 2013

BY:

Claude A. Giroux, SRA, MA CG#430
Claude A. Giroux, SRA, ASA, MRA
P.O. Box 487
Taunton, MA 02780
CAG File No. 14012

File No. 14012

Claude A. Giroux, SRA, ASA, MRA
 P. O. Box 487
 Taunton, MA 02780

May 20, 2013

Mr. Paul Ferland
 Community Utilities
 One Government Center
 Fall River, MA 02720

Dear Dighton Development:

LETTER OF TRANSMITTAL

Re: 0 Hancock Street
 Map D-11 Lot 153
 Fall River, MA 02720
 C.A.G. File No. 14012

In accordance with your request, we have conducted a study and appraisal of the above referenced property. The purpose of the appraisal is to provide an opinion of the market value of the land only, in fee simple, as is, as of, May 20, 2013.

This study included, in part, an inspection and analysis of the community, the neighborhood, surrounding land uses, the Town of Fall River Zoning By-Laws, roads and access, the size, shape, frontage and topography of the lot of land, research at the Fall River City Hall and the Bristol County Registry of Deeds in Fall River, MA, and an inspection and analysis of single-family house lot sales and listings within the City of Fall River from 2008 to present.

The Highest and Best Use of the subject property, 'as is', in our opinion, is single-family residential. The major considerations in this conclusion are: the R-8 zoning, the location, the surrounding land uses and the frontages, the size, shape and topography of the lot of land, and the available in street city utilities, water, gas and sewer and electricity, and cable on poles. Due to the presence of a significant amount of wetlands on the site conservation use is given equal weight.

Enclosed is a FW-68 Land Appraisal Report Form and supplementary analysis pages which details the property data and valuation methodology.

The marketing or exposure time can be anticipated at 6 months to 24 months at the current appraised value.

Based on our study investigation of the subject property and of single-family house lot sales and listings in the City of Fall River, it is our opinion that the subject land has a market value, as is, in fee simple, as of May 20, 2013, of:

\$23,000.

The value conclusion is an opinion only and is not warranted, as a fact.

This appraisal assumes the subject is free and clear of any toxic wastes or hazardous conditions, seen or unseen, which would require remediation and impact on market value.

This value is subject to the herein stated or contained and stated Assumptions and Limiting Conditions and any other assumptions or limiting conditions stated, contained or implied in this file.

This appraisal assignment is not based on a requested minimum valuation, a specific valuation, or the approval of a loan.

This appraisal is intended to conform with USPAP, the Uniform Standards of Professional Appraisal Practice, as promulgated by the Appraisal Standards Board of the Appraisal Foundation, the Appraisal Institute and the Commonwealth of Massachusetts. This is a complete appraisal file prepared under Standard 1, and it is a summary appraisal report on the appropriate land form with addenda written under Standard 2, (2-b).

Respectfully submitted,

Claude A. Giroux
 Claude A. Giroux SRA, ASA, MRA
 MA Cert. Gen. R.E. Appr. #430
 RI Cert. Gen. R.E. Appr. #A00654G

CAG:nmg
 Enclosures

File No. 14012

PURPOSE OF APPRAISAL - MARKET VALUE

The purpose of this appraisal is to estimate the market value of the real estate, subject to the herein stated assumptions and limiting conditions, as of May 20, 2013. In financial markets market value may be defined as follows:

(1) Market Value: Market value is the major focus of most real estate property appraisal assignments. Both economic and legal definition agreed upon by federal financial institutions in the United States of America is:

The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

- 1) buyer and seller are typically motivated.
- 2) both parties are well informed or well advised, and each acting in what they consider their own best interest.
- 3) a reasonable time is allowed for exposure in the open market.
- 4) payment is made in terms of cash in United States dollars or in terms of financial arrangements comparable thereto; and
- 5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

Substitution of another currency for United States dollars in the fourth condition is appropriate in other countries or in reports addressed to clients from other countries. Persons performing appraisal services that may be subject to litigation are cautioned to seek the exact legal definition of market value in the jurisdiction in which the services are to be performed.

- (1) USPAP - Appraisal Foundation

File No. 14012

DEFINITION OF MARKET VALUE (Cont.)

In the Commonwealth of Massachusetts market value or fair market value may be defined as follows:

(2) Fair Market Value has been said to mean, "the highest price which a hypothetical, willing buyer would pay to a hypothetical, willing seller in an assumed free and open market."

(1) Uniform Standards of Professional Appraisal Practice (USPAP)

(2) Commonwealth v. Massachusetts Tpke. Auth., quoting Epstein v. Boston Hous. Auth., 317 Mass 297, 199 (1994)

File No. 14012

CERTIFICATION OF APPRAISAL

We certify that to the best of our knowledge and belief:

- the statements of fact contained in this report are true and correct;
- the reported analyses, opinions and conclusions are limited only by the reported assumptions and limiting conditions, and are our personal, unbiased professional analyses, opinions and conclusions;
- we have no present or prospective interest in the property that is the subject of his report; and we have no personal interest or bias with respect to the parties involved;
- our compensation is not contingent upon the reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value estimate, the attainment of the stipulated result or the occurrence of a subsequent event;
- our analyses, opinions and conclusions are developed, and are intended to conform with the Uniform Standards of professional Appraisal Practice and are subject to the requirements of the Code of Ethics and Standards of Professional Appraisal Practice and Conduct of the Appraisal Institute;
- Claude A. Giroux has made a personal inspection of the property that is the subject of this report; No other work was done on this property in the last 3 years.
- No one provided significant professional assistance to the persons signing this report;
- The appraisal was not based on a specific valuation, a specific valuation, a requested minimum valuation or the approval of a loan;

As of the date of this report, I, Claude A. Giroux, SRA, have completed the requirements under the continuing education program of the Appraisal Institute and the Commonwealth of Massachusetts.

The property under appraisal, has a market value in fee simple, as of May 20, 2013 of:

\$23,000.


Claude A. Giroux SRA, ASA, MRA
MA Cert. Gen. R.E. Appr. #430
RI Cert. Gen. R.E. Appr. #A00654G

LAND APPRAISAL REPORT

File No. 14012

IDENTIFICATION

Borrower None Census Tract 6151 Map Reference Map D-11 Lot 153
 Property Address 0 Hancock Street
 City Fall River County Bristol State MA Zip Code 02724
 Legal Description Bristol County Registry of Deeds - Book 724 Page 178
 Sale Price \$ N/A Date of Sale N/A Loan Term N/A yrs. Property Rights Appraised Fee Leasehold De Minimis PUD
 Actual Real Estate Taxes \$ 2,088.26 (yr) Loan charges to be paid by seller \$ N/A Other sales concessions None
 Lender/Client Community Utilities Address One Government Center Fall River, MA 02722
 Occupant Vacant Land Appraiser Claude A. Giroux SRA Instructions to Appraiser Estimate Current Market Value-Land

NEIGHBORHOOD

Location	<input type="checkbox"/> Urban	<input checked="" type="checkbox"/> Suburban	<input type="checkbox"/> Rural	Employment Stability	<input type="checkbox"/> Good	<input checked="" type="checkbox"/> Avg.	<input type="checkbox"/> Fair	<input type="checkbox"/> Poor
Built Up	<input type="checkbox"/> Over 75%	<input checked="" type="checkbox"/> 25% to 75%	<input type="checkbox"/> Under 25%	Convenience to Employment	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Growth Rate	<input type="checkbox"/> Fully Dev.	<input type="checkbox"/> Rapid	<input type="checkbox"/> Steady	Convenience to Shopping	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Property Values	<input type="checkbox"/> Increasing	<input checked="" type="checkbox"/> Stable	<input type="checkbox"/> Declining	Convenience to Schools	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Demand/Supply	<input type="checkbox"/> Shortage	<input type="checkbox"/> In Balance	<input checked="" type="checkbox"/> Oversupply	Adequacy of Public Transportation	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Marketing Time	<input type="checkbox"/> Under 3 Mos.	<input checked="" type="checkbox"/> 4-6 Mos.	<input checked="" type="checkbox"/> Over 6 Mos.	Recreational Facilities	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Present Land Use	<input type="checkbox"/> 50% 1 Family	<input type="checkbox"/> 5% 2-4 Family	<input type="checkbox"/> % Apts.	Adequacy of Utilities	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/> % Industrial	<input type="checkbox"/> % Vacant	<input type="checkbox"/> 40% Woods/Wetland/Pond	Property Compatibility	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Change in Present Land Use	<input checked="" type="checkbox"/> Not Likely	<input type="checkbox"/> Likely (*)	<input type="checkbox"/> Taking Place (*)	Protection from Detrimental Conditions	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	(*) From _____ To _____			Police and Fire Protection	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Predominant Occupancy	<input checked="" type="checkbox"/> Owner	<input type="checkbox"/> Tenant	<input type="checkbox"/> % Vacant	General Appearance of Properties	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Single Family Price Range	\$ <u>125,000</u> to \$ <u>350,000</u>		Predominant Value \$ <u>200,000</u>	Appeal to Market	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Single Family Age	New yrs. to <u>100</u> yrs.		Predominant Age <u>50</u> yrs.					

Comments including those factors, favorable or unfavorable, affecting marketability (e.g. public parks, schools, view, noise): The neighborhood is a traditional wooded and residential area in the southeast section of the City of Fall River, aligned along Stafford Road just north of Tiverton. There are modern and traditional style single and two family homes and open space in the neighborhood. Local amenities include schools and churches. (See Addendum)

SITE

Dimensions Frontage Feet (See Plat Map) 100' = 9,517 Sq. Ft. or Acres Corner Lot
 Zoning classification R-8 8,000 s.f. MLS, 80 FF Present Improvements do do not conform to zoning regulations
 Highest and best use Present use Other (specify) _____
 Public _____ Other (Describe) _____
 Elec. Gas Water San. Sewer
 OFF SITE IMPROVEMENTS: Street Access Public Private; Surface Asphalt Paving; Maintenance Public Private; Storm Sewer Curb/Gutter; Sidewalk Street Lights
 Topo Level and wet Size 9,517 s.f. or .22 acres Shape Rectilinear View Street, Woods, Houses Drainage Average
 Is the property located in a HUD identified Special Flood Hazard Area? No Yes

Comments (favorable or unfavorable including any apparent adverse easements, encroachments, or other adverse conditions): The lot of land contains approximately .22 acres of land on the north side of Hancock Street. The site has 100 frontage feet on Hancock Street. The site is mostly level for its full depth and width. The site does conform to all the dimensional requirements of the City of Fall River Zoning By-Laws in the R 8 District. (See Addendum)

The undersigned has recited three recent sales of properties most similar and proximate to subject and has considered these in the market analysis. The description includes a dollar adjustment reflecting market reaction to those items of significant variation between the subject and comparable properties. If a significant item in the comparable property is superior to or more favorable than the subject property, a minus (-) adjustment is made thus reducing the indicated value of subject; if a significant item in the comparable is inferior to or less favorable than the subject property, a plus (+) adjustment is made thus increasing the indicated value of the subject.

ITEM	SUBJECT PROPERTY	COMPARABLE NO. 1	COMPARABLE NO. 2	COMPARABLE NO. 3
Address	0 Hancock Street Fall River	170 Hood St. Fall River, MA	N/S N. Underwood Fall River, MA	0 Warren St. Fall River, MA
Proximity to Subject		2.5 miles	2.5 miles	2.5 miles
Sales Price	\$ N/A	\$ 16,000	\$ 44,000	\$ 38,000
Price	\$	\$ 1 Site	\$ 1 Site	\$ 1 Site
Data Source	Inspection/Assessor's	Ext Insp/Assessor's/R.O.D	Ext Insp/Assessor's/R.O.D	Ext Insp/Assessor's/R.O.D
Date of Sale and Time Adjustment	DESCRIPTION	DESCRIPTION +(-)\$ Adjust.	DESCRIPTION +(-)\$ Adjust.	DESCRIPTION +(-)\$ Adjust.
Location	Suburban	Urban +5,000	Urban 0	Urban
Site/View	9,517 s.f. or .22acres	3,485 s.f.	5,000 s.f. +2,500	
Frontage	100'	52' +5,000	65' +2,500	40'
Topography	Level - Wet	Level	Sloping	Level
Utility	Conservation	Assemblage	House Lot -20,000	Parking -15,000
Utilities Public	All	Equal	Equal	Equal
Sales or Financing Concessions	Assumed Conventional	Conventional None	Conventional None	Conventional None
Net Adj. (Total)		<input checked="" type="checkbox"/> + <input type="checkbox"/> - \$ 10,000	<input type="checkbox"/> + <input checked="" type="checkbox"/> - \$ -15,000	<input type="checkbox"/> + <input checked="" type="checkbox"/> - \$ -15,000
Indicated Value of Subject		\$ 26,000	\$ 29,000	\$ 23,000

Comments on Market Data: The above sales are arm's length current sales in the City of Fall River which were found after a comprehensive search and study of all lot sales reported in MLSPIN in Fall River from 2008 to present which are in the value range in which the subject falls. (See Addendum)

Comments and Conditions of Appraisal: This appraisal is of the vacant land 'as is' and is subject to the herein stated Assumptions and Limiting Conditions and any other assumptions or limiting conditions stated, contained or implied in this file. This appraisal assumes the subject is free and clear of any toxic wastes or hazardous toxic conditions, seen or unseen, which would require remediation and impact on market value.

Final Reconciliation: The comparable lot sales are actual market indicators of the value range of land sites in Fall River which represent the value/price range in which the subject falls. There are no sales exactly similar to the subject because of the significant amount of wetlands on the subject site.

RECONCILIATION

I ESTIMATE THE MARKET VALUE, AS DEFINED, OF SUBJECT PROPERTY AS OF May 20 2013 to be \$ 23,000

Claude A. Giroux
 Claude A. Giroux SRA M.A. Cert. Gen. R.E. Appr#430 Did Did Not Physically Inspect Property
 Appraiser(s) Review Appraiser (if applicable)

Supplemental Addendum

File No. 14012

Borrower/Client	Dighton Development, LLC				
Property Address	0 Hancock Street				
City	Fall River	County	Bristol	State	MA Zip Code 02724
Lender	Sovereign Bank				

Neighborhood Comments (Cont.):

The area is aligned along Hancock Street which forms the town and state lines between Fall River, MA and Tiverton, RI. Hancock Street travels east-west between Stafford Road on the west to South Wattuppa Pond on the east. The area is south of Notre Dame Cemetery and east of Rt. 24. There are local commercial uses and conversions along Stafford Road. The area is sometimes referred to as Maplewood.

Site Comments (Cont.):

This district requires 80 frontage feet and 8,000 s.f. minimum lot size. In our opinion, the site does conform to dimensional requirements in the R-8 District. The site is rectangular in shape with 100 feet on Hancock Street and a depth of 94.87 feet. The site is level and at street grade. The approximate dimensions are 100' x 94.87' x 100' x 94.87'. There are hardwood trees on the site and scrub brush including bull brains and cat o' nine tails. A large portion of the site is wet. In our opinion, the large percentage of wetland would have a negative influence on the price/value of the subject property in the land market in Fall River.

There are no obvious apparent adverse conditions, easements or encroachments noted by walk-over inspection. There are a significant amount of wetlands including a brook which runs north-south near the east boundary and standing water including a small pond and an additional low and wet wooded area.

History/Subject/Comparables:

- Subject: No prior sale within 3 years of date of appraisal. See Book 724 Page 178.
- Comp 1: No prior sale within 3 years of date of appraisal.
- Comp 2: No prior sale within 3 years of date of appraisal.
- Comp 3: No prior sale within 3 years of date of appraisal.
- Comp 4: No prior sale within 3 years of date of appraisal.

PROPERTY TAX RECORD - City of Fall River

Location: Hancock Street
 Owner: McManus, Ann Marie
 Map & Lot: Map D-11 Lot 153
 Legal Description: Book 724, Page 1780 - 11/30/59
 Land Area: .22 acres
 Assessed Value FY'13:

Land	\$108,200.
Bldg	\$0
Total	\$108,200.

Estimated Taxes: \$2,088.26

Tax Rates: \$11.93/1000/Resi
 \$25.43/1000/Resi

Final Reconciliation:

Because of the wetlands on the subject lot we selected low priced site sales. There have only been 13 sales of house lots in Fall River recorded in MLS PIN in the last 12 months. The average sale price for typical high and dry buildable sites is \$60,000. However, none of these lots have a high percentage of wetlands as does the subject property.

14008

SUBJECT PHOTOGRAPHS



Front view of Map 11 Lot 153 Hancock Street



Rear view looking south

SUBJECT PHOTOGRAPHS



Stream on subject looking north



Pond on subject looking west

SUBJECT PHOTOGRAPHS



Additional wetlands on subject site



View to east on Hancock Street

14008

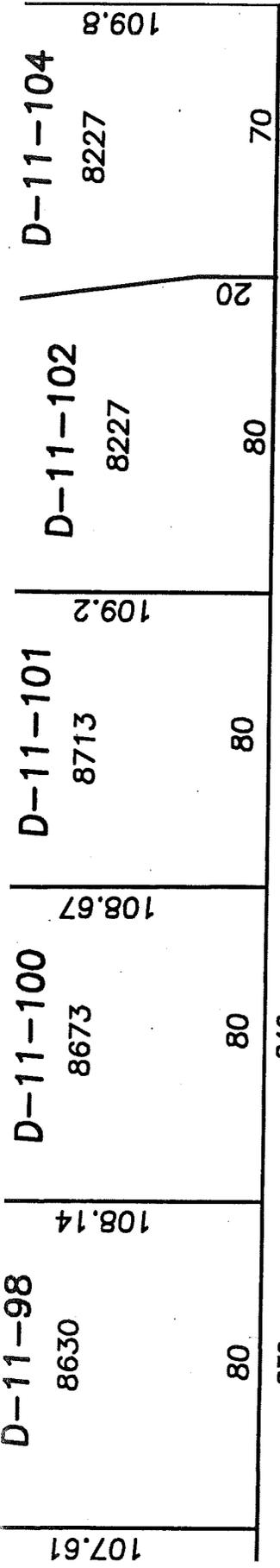
SUBJECT PHOTOGRAPHS



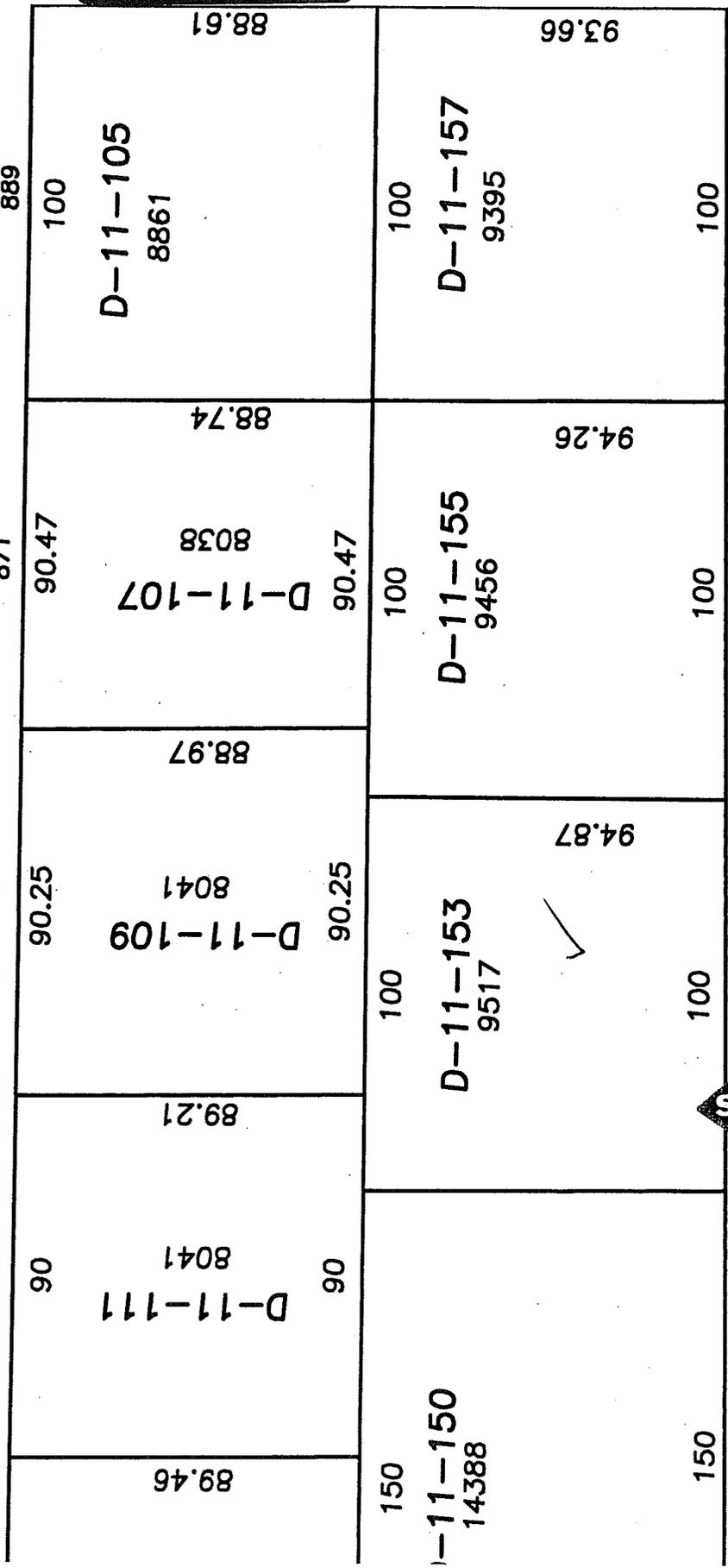
View to west on Hancock Street

Plat Map

Freston



40



Subject →

Hancock Street



↑ N

Location Map



EXTERIOR INFORMATION

Type:	
Sty.Ht:	
(Liv) Units:	Total:
Foundation:	
Frame:	
Prime Wall:	
Sec Wall:	
Roof Struct:	
Roof Cover:	
Color:	
View / Desir:	

BATH FEATURES

Full Bath:	Rating:
A Bath:	Rating:
3/4 Bath:	Rating:
A.3QBth:	Rating:
1/2 Bath:	Rating:
A.HBth:	Rating:
Other Fix:	Rating:

OTHER FEATURES

Kits:	Rating:
A.Kits:	Rating:
Fpl:	Rating:
WSFlue:	Rating:

CONDO INFORMATION

Location:	
Total Units:	
Floor:	
% Own:	
Name:	

RESIDENTIAL GRID

1st Res Grid:	Desc:	# Units
Level:	FY LR DR ID K FR RR BR FB HB L O	
Other:		
Upper:		
Lvl 2:		
Lvl 1:		
Lower:		
Totals:	Rms: Baths: HB	

GENERAL INFORMATION

Grade:	
Year Blt:	
Eff Yr Blt:	
Alt LUC:	
Jurisdct:	
Const Mod:	
Lump Sum Adj:	

INTERIOR INFORMATION

Avg Ht/Ft:	
Prim Int Wall:	
Sec Int Wall:	
Partition:	
Prim Floors:	
Sec Floors:	
Bsmnt Flr:	
Bsmnt Gar:	
Insulation:	
Int vs Ext:	
Heat Fuel:	
Heat Type:	
# Heat Sys:	
% Heated:	
Solar HW:	
% Com Wal:	
Central Vac:	
% Sprinkled:	

DEPRECIATION

Phys Cond:AV - Average	0.0%
Functional:	%
Economic:	%
Special:	%
Override:	%
Total:	0%

CALC SUMMARY

Basic \$/SQ:	1.00000000
Size Adj:	8.00000000
Const Adj:	8.00000000
Adj \$/SQ:	
Other Features:	0
Grade Factor:	
Neighborhood Inf:	1.00000000
LUC Factor:	1.00
Adj Total:	0
Depreciated:	0
Depreciated Total:	0

COMPARABLE SALES

Rate:	88.5	Parcel ID:	H-07-0035	Typ:		Date:	10/2/2008	Sale Price:	107,000
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REMODELING

Exterior:	
Interior:	
Additions:	
Kitchen:	
Baths:	
Plumbing:	
Electric:	
Heating:	
General:	
Totals:	

RES BREAKDOWN

No Unit:	RMS:	BRS:	FL:
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REMODELING

Exterior:	
Interior:	
Additions:	
Kitchen:	
Baths:	
Plumbing:	
Electric:	
Heating:	
General:	
Totals:	

EXTERIOR INFORMATION

Type:	
Sty.Ht:	
(Liv) Units:	Total:
Foundation:	
Frame:	
Prime Wall:	
Sec Wall:	
Roof Struct:	
Roof Cover:	
Color:	
View / Desir:	

BATH FEATURES

Full Bath:	Rating:
A Bath:	Rating:
3/4 Bath:	Rating:
A.3QBth:	Rating:
1/2 Bath:	Rating:
A.HBth:	Rating:
Other Fix:	Rating:

OTHER FEATURES

Kits:	Rating:
A.Kits:	Rating:
Fpl:	Rating:
WSFlue:	Rating:

CONDO INFORMATION

Location:	
Total Units:	
Floor:	
% Own:	
Name:	

RESIDENTIAL GRID

1st Res Grid:	Desc:	# Units
Level:	FY LR DR ID K FR RR BR FB HB L O	
Other:		
Upper:		
Lvl 2:		
Lvl 1:		
Lower:		
Totals:	Rms: Baths: HB	

GENERAL INFORMATION

Grade:	
Year Blt:	
Eff Yr Blt:	
Alt LUC:	
Jurisdct:	
Const Mod:	
Lump Sum Adj:	

INTERIOR INFORMATION

Avg Ht/Ft:	
Prim Int Wall:	
Sec Int Wall:	
Partition:	
Prim Floors:	
Sec Floors:	
Bsmnt Flr:	
Bsmnt Gar:	
Insulation:	
Int vs Ext:	
Heat Fuel:	
Heat Type:	
# Heat Sys:	
% Heated:	
Solar HW:	
% Com Wal:	
Central Vac:	
% Sprinkled:	

DEPRECIATION

Phys Cond:AV - Average	0.0%
Functional:	%
Economic:	%
Special:	%
Override:	%
Total:	0%

CALC SUMMARY

Basic \$/SQ:	1.00000000
Size Adj:	8.00000000
Const Adj:	8.00000000
Adj \$/SQ:	
Other Features:	0
Grade Factor:	
Neighborhood Inf:	1.00000000
LUC Factor:	1.00
Adj Total:	0
Depreciated:	0
Depreciated Total:	0

COMPARABLE SALES

Rate:	88.5	Parcel ID:	H-07-0035	Typ:		Date:	10/2/2008	Sale Price:	107,000
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REMODELING

Exterior:	
Interior:	
Additions:	
Kitchen:	
Baths:	
Plumbing:	
Electric:	
Heating:	
General:	
Totals:	

RES BREAKDOWN

No Unit:	RMS:	BRS:	FL:
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REMODELING

Exterior:	
Interior:	
Additions:	
Kitchen:	
Baths:	
Plumbing:	
Electric:	
Heating:	
General:	
Totals:	

EXTERIOR INFORMATION

Type:	
Sty.Ht:	
(Liv) Units:	Total:
Foundation:	
Frame:	
Prime Wall:	
Sec Wall:	
Roof Struct:	
Roof Cover:	
Color:	
View / Desir:	

BATH FEATURES

Full Bath:	Rating:
A Bath:	Rating:
3/4 Bath:	Rating:
A.3QBth:	Rating:
1/2 Bath:	Rating:
A.HBth:	Rating:
Other Fix:	Rating:

OTHER FEATURES

Kits:	Rating:
A.Kits:	Rating:
Fpl:	Rating:
WSFlue:	Rating:

CONDO INFORMATION

Location:	
Total Units:	
Floor:	
% Own:	
Name:	

RESIDENTIAL GRID

1st Res Grid:	Desc:	# Units
Level:	FY LR DR ID K FR RR BR FB HB L O	
Other:		
Upper:		
Lvl 2:		
Lvl 1:		
Lower:		
Totals:	Rms: Baths: HB	

GENERAL INFORMATION

Grade:	
Year Blt:	
Eff Yr Blt:	
Alt LUC:	
Jurisdct:	
Const Mod:	
Lump Sum Adj:	

INTERIOR INFORMATION

Avg Ht/Ft:	
Prim Int Wall:	
Sec Int Wall:	
Partition:	
Prim Floors:	
Sec Floors:	
Bsmnt Flr:	
Bsmnt Gar:	
Insulation:	
Int vs Ext:	
Heat Fuel:	
Heat Type:	
# Heat Sys:	
% Heated:	
Solar HW:	
% Com Wal:	
Central Vac:	
% Sprinkled:	

DEPRECIATION

Phys Cond:AV - Average	0.0%
Functional:	%
Economic:	%
Special:	%
Override:	%
Total:	0%

CALC SUMMARY

Basic \$/SQ:	1.00000000
Size Adj:	8.00000000
Const Adj:	8.00000000
Adj \$/SQ:	
Other Features:	0
Grade Factor:	
Neighborhood Inf:	1.00000000
LUC Factor:	1.00
Adj Total:	0
Depreciated:	0
Depreciated Total:	0

COMPARABLE SALES

Rate:	88.5	Parcel ID:	H-07-0035	Typ:		Date:	10/2/2008	Sale Price:	107,000
-------	------	------------	-----------	------	--	-------	-----------	-------------	---------

REMODELING

Exterior:	
Interior:	
Additions:	
Kitchen:	
Baths:	
Plumbing:	
Electric:	
Heating:	
General:	
Totals:	

RES BREAKDOWN

No Unit:	RMS:	BRS:	FL:
----------	------	------	-----

REMODELING

Exterior:	
Interior:	
Additions:	
Kitchen:	
Baths:	
Plumbing:	
Electric:	
Heating:	
General:	
Totals:	

EXTERIOR INFORMATION

Type:	
Sty.Ht:	
(Liv) Units:	Total:
Foundation:	
Frame:	
Prime Wall:	
Sec Wall:	
Roof Struct:	
Roof Cover:	
Color:	
View / Desir:	

BATH FEATURES

Full Bath:	Rating:
A Bath:	Rating:
3/4 Bath:	Rating:
A.3QBth:	Rating:
1/2 Bath:	Rating:
A.HBth:	Rating:
Other Fix:	Rating:

OTHER FEATURES

Kits:	Rating:
A.Kits:	Rating:
Fpl:	Rating:
WSFlue:	Rating:

CONDO INFORMATION

Location:	
Total Units:	
Floor:	
% Own:	
Name:	

RESIDENTIAL GRID

1st Res Grid:	Desc:	# Units
Level:	FY LR DR ID K FR RR BR FB HB L O	
Other:		
Upper:		
Lvl 2:		
Lvl 1:		
Lower:		
Totals:	Rms: Baths: HB	

GENERAL INFORMATION

Grade:	
Year Blt:	
Eff Yr Blt:	
Alt LUC:	
Jurisdct:	
Const Mod:	
Lump Sum Adj:	

INTERIOR INFORMATION

Avg Ht/Ft:	
Prim Int Wall:	
Sec Int Wall:	
Partition:	
Prim Floors:	
Sec Floors:	
Bsmnt Flr:	
Bsmnt Gar:	
Insulation:	
Int vs Ext:	
Heat Fuel:	
Heat Type:	
# Heat Sys:	
% Heated:	
Solar HW:	
% Com Wal:	
Central Vac:	
% Sprinkled:	

DEPRECIATION

Phys Cond:AV - Average	0.0%
Functional:	%
Economic:	%
Special:	%
Override:	%
Total:	0%

CALC SUMMARY

Basic \$/SQ:	1.00000000
Size Adj:	8.00000000
Const Adj:	8.00000000
Adj \$/SQ:	
Other Features:	0
Grade Factor:	
Neighborhood Inf:	1.00000000
LUC Factor:	1.00
Adj Total:	0
Depreciated:	0
Depreciated Total:	0

COMPARABLE SALES

Rate:	88.5	Parcel ID:	H-07-0035	Typ:		Date:	10/2/2008	Sale Price:	107,000
-------	------	------------	-----------	------	--	-------	-----------	-------------	---------

REMODELING

Exterior:	
Interior:	
Additions:	
Kitchen:	
Baths:	
Plumbing:	
Electric:	
Heating:	
General:	
Totals:	

RES BREAKDOWN

No Unit:	RMS:	BRS:	FL:
----------	------	------	-----

REMODELING

Exterior:	
Interior:	
Additions:	
Kitchen:	
Baths:	
Plumbing:	
Electric:	
Heating:	
General:	
Totals:	

EXTERIOR INFORMATION

Type:	
Sty.Ht:	
(Liv) Units:	Total:
Foundation:	
Frame:	
Prime Wall:	
Sec Wall:	
Roof Struct:	
Roof Cover:	
Color:	
View / Desir:	

BATH FEATURES

Full Bath:	Rating:
A Bath:	Rating:
3/4 Bath:	Rating:
A.3QBth:	Rating:
1/2 Bath:	Rating:
A.HBth:	Rating:
Other Fix:	Rating:

OTHER FEATURES

Kits:	Rating:
A.Kits:	Rating:
Fpl:	Rating:
WSFlue:	Rating:

CONDO INFORMATION

Location:	
Total Units:	
Floor:	
% Own:	
Name:	

Sec. 86-124. Table of dimensional regulations.

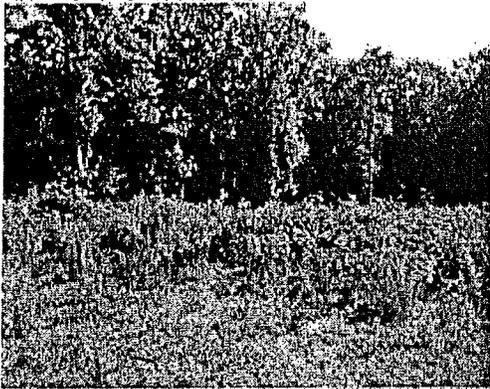
The following table is incorporated in and made part of this chapter. In the event of discrepancies between the narrative text in the sections of this chapter and the table, the text of the sections shall control.

RESIDENTIAL DIMENSIONAL REQUIREMENTS

<i>Zone</i>		<i>Minimum Lot Area (square feet)</i>	<i>Minimum Frontage and Width</i>	<i>Depth</i>	<i>Front Yard</i>	<i>Side Yard</i>	<i>Rear Yard</i>
SINGLE FAMILY	S	12,000	100	N/A	25	15	25
SINGLE FAMILY	R-8	8,000	80	80	20	15	20
SINGLE FAMILY	R-30	30,000	150	N/A	50	25	25
SINGLE FAMILY	R-80	80,000	300	N/A	75	50	75
TWO FAMILY	R-4	6,000/unit 2,000/second unit	75	75	15	10	20
GENERAL RESIDENCE Maximum 3 units	G	5,000/unit 1,500/additional unit	50	N/A	12	10	15
APARTMENTS 6 or less units/ 20 or greater units	A-2	10,000/unit 2,000/additional unit	100	100	30	20	30
MULTIPLE RESIDENCE Maximum 6 units	A-3	8,000/unit 2,000/additional unit	100	100	30	20	30
MULTIPLE RESIDENCE	M	5,000/unit 1,500/additional unit	50	N/A	12	10	15
BUSINESS Maximum 3 units	B	5,000/unit 1,500/additional unit	50	N/A	12	10	15
BUSINESS Maximum 3 units	B-B	5,000/unit 1,500/additional unit	50	N/A	12	10	15
LOCAL BUSINESS Maximum 3 units	B-L	5,000/unit 1,500/additional unit	50	N/A	12	10	15

The dimensional requirements for business uses and apartment complexes can be found in the zoning ordinances.

(Ord. No. 1997-2, § 21-8, 1-28-1997)



**MLS # 71492189 - Active
Land - Residential**

Lot 0 Hancock St. List Price: **\$29,000**
Fall River, MA 02720
Bristol County
 Grade School: Middle School:
 High School:
 Directions: **Stafford Rd North, rt at fork, Rt on Hancock. Lot on left side.**

Remarks

In 2005 conservation com. signed off "order of conditions" This was formerly deemed buildable for a 26 X 28 house. OOC has expired. property has town water available. Private sewerage. Sold "AS IS" Aggressively priced. Buyer responsible for own due diligence.

Property Information

Total Approx. Acres: 0.22 (9583 sq. ft.)	Cultivation Acres:	Home Own Assn:
No. of Approved Lots: 1	Pasture Acres:	Assn Req:
Approx. Street Frontage:	Timber Acres:	HOA Fee : \$

Features

Area Amenities: **Public Transportation, Shopping, Tennis Court, Park, Golf Course, Medical Facility, Highway Access, House of Worship, Private School, Public School**
 Beach: **No**
 Cable Available: **Yes**
 Electric: **At Street**
 Gas: **Nearby**
 Land Description: **Wetlands, Wooded**
 Road Type: **Public**
 Sewer Utilities: **Private**
 Water Utilities: **Public**
 Waterfront: **No**
 Water View: **No, --**
 Zone Usage: **Single Family**

Other Property Info

Adult Community: **No**
 DEQE/DEP#: **SE-24-472**
 Disclosure Declaration: **Yes**
 Disclosures: **Being sold "AS IS"**
 Perc Test: **No**
 Short Sale
 w/Lndr.App.Req: **No**
 Lender Owned: **No**

Tax Information

Pin #:
 Assessed: **\$114,000**
 Tax: **\$1252** Tax Year: **2012**
 Book: **724** Page: **178**
 Cert:
 Zoning Code: **R**
 Map: **D-11** Block: Lot:
153-54

Office/Agent Information

Listing Office: **Century 21 Signature Properties** (508) 999-4541
 Listing Agent: **Janice Hathaway** (508) 982-2701
 Team Member:
 Sale Office:
 Sale Agent:
 Listing Agreement Type: **Exclusive Right to Sell**
 Entry Only: **No**

Compensation
 Sub-Agency: **Not Offered**
 Buyer Agency: **2**
 Facilitator: **2**

Showing: Sub-Agent: **Sub-Agency Relationship Not Offered**

Showing: Buyer-Agent: **Go Direct, Sign**

Showing: Facilitator: **Go Direct, Sign**

Special Showing Instructions: **Go Direct**

Firm Remarks

Buyer must provide cashiers check or cash as an escrow deposit.

Market Information

Listing Date: **3/11/2013**

Days on Market: Property has been on the market for a total of **70** day(s)

Expiration Date:

Original Price: **\$29,000**

Off Market Date:

Sale Date:

Listing Market Time: MLS# has been on for **70** day(s)

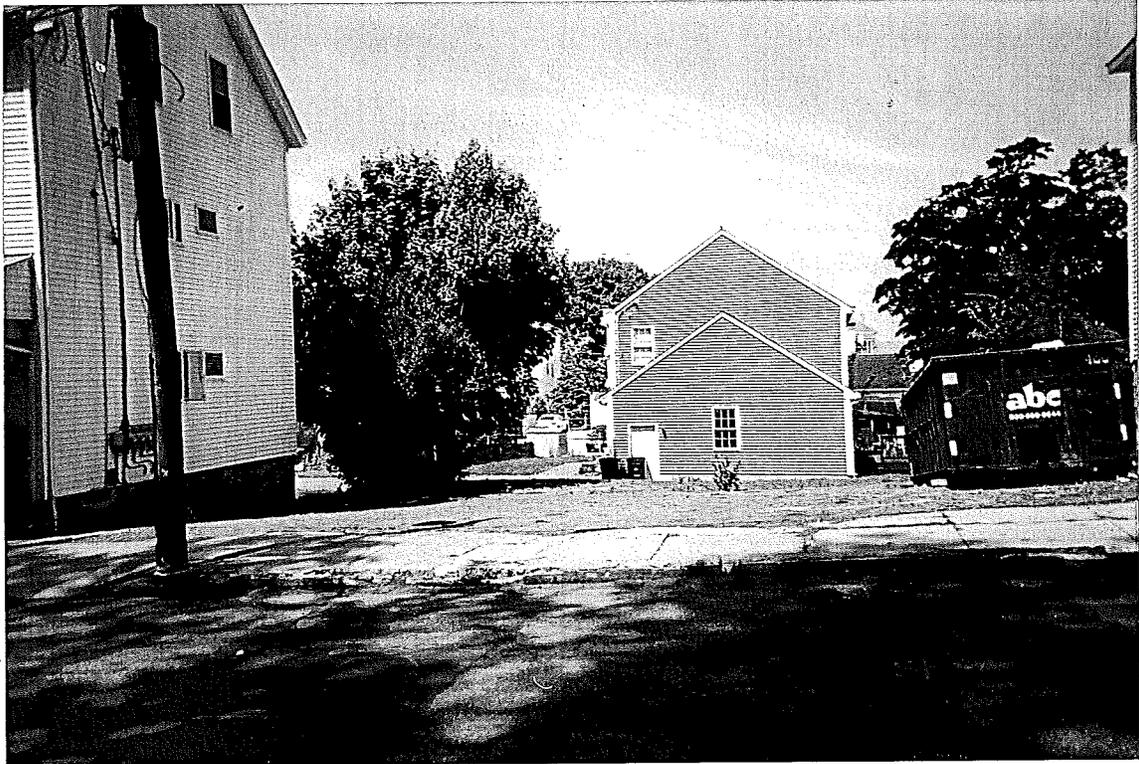
Office Market Time: Office has listed this property for **70** day(s)

Cash Paid for Upgrades:

Seller Concessions at Closing:

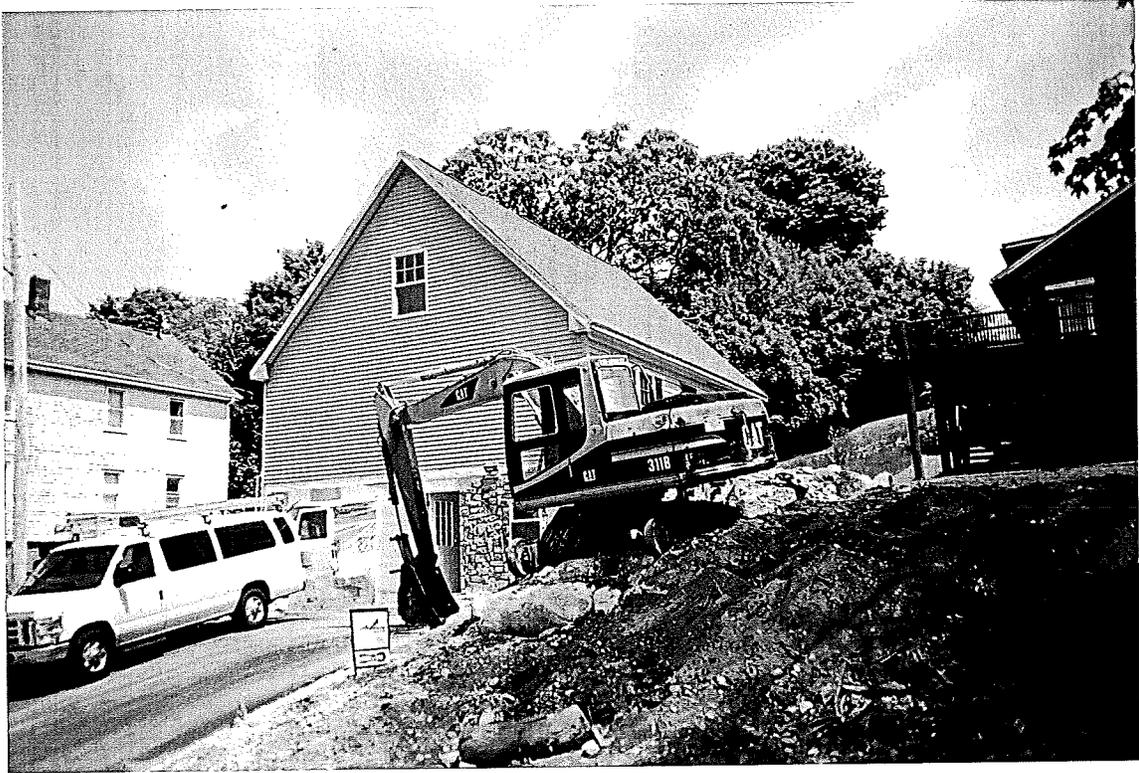
14012

COMPARABLE SALE 1



170 Hood Street, Fall River, MA

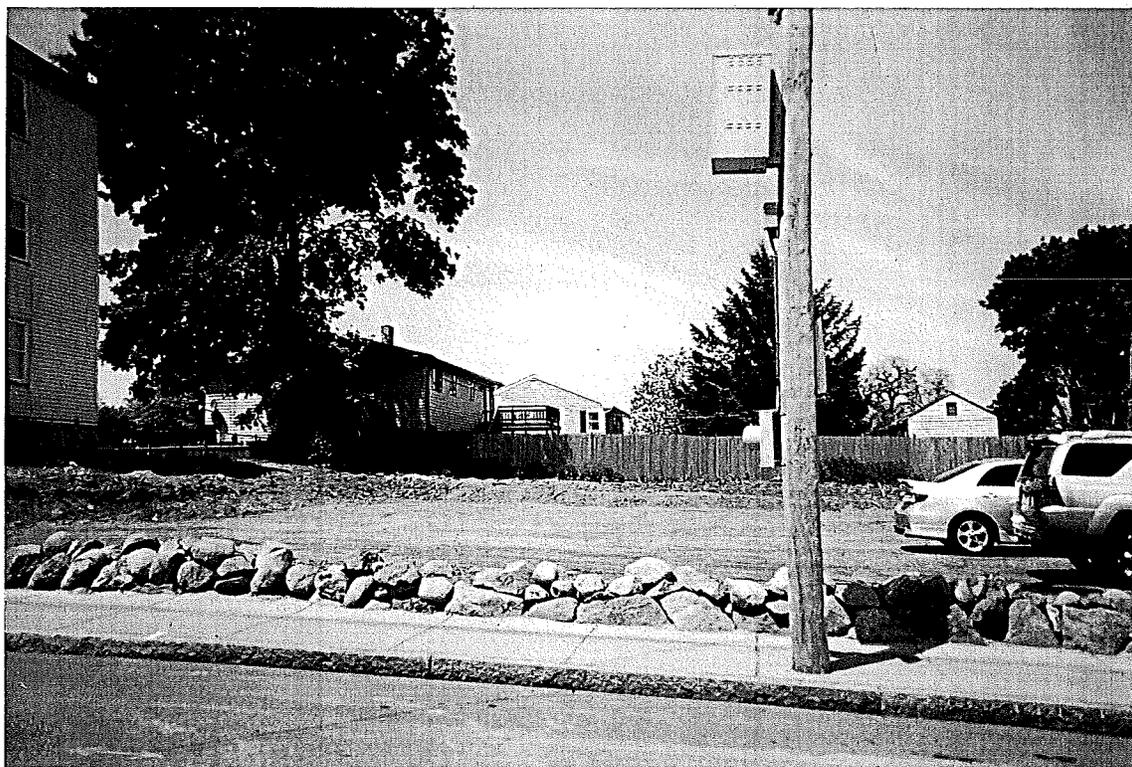
14012
COMPARABLE SALE 2



N/S N. Underwood Street, Fall River, MA

14012

COMPARABLE SALE 3



0 Warren St, Fall River, MA

NO.

475

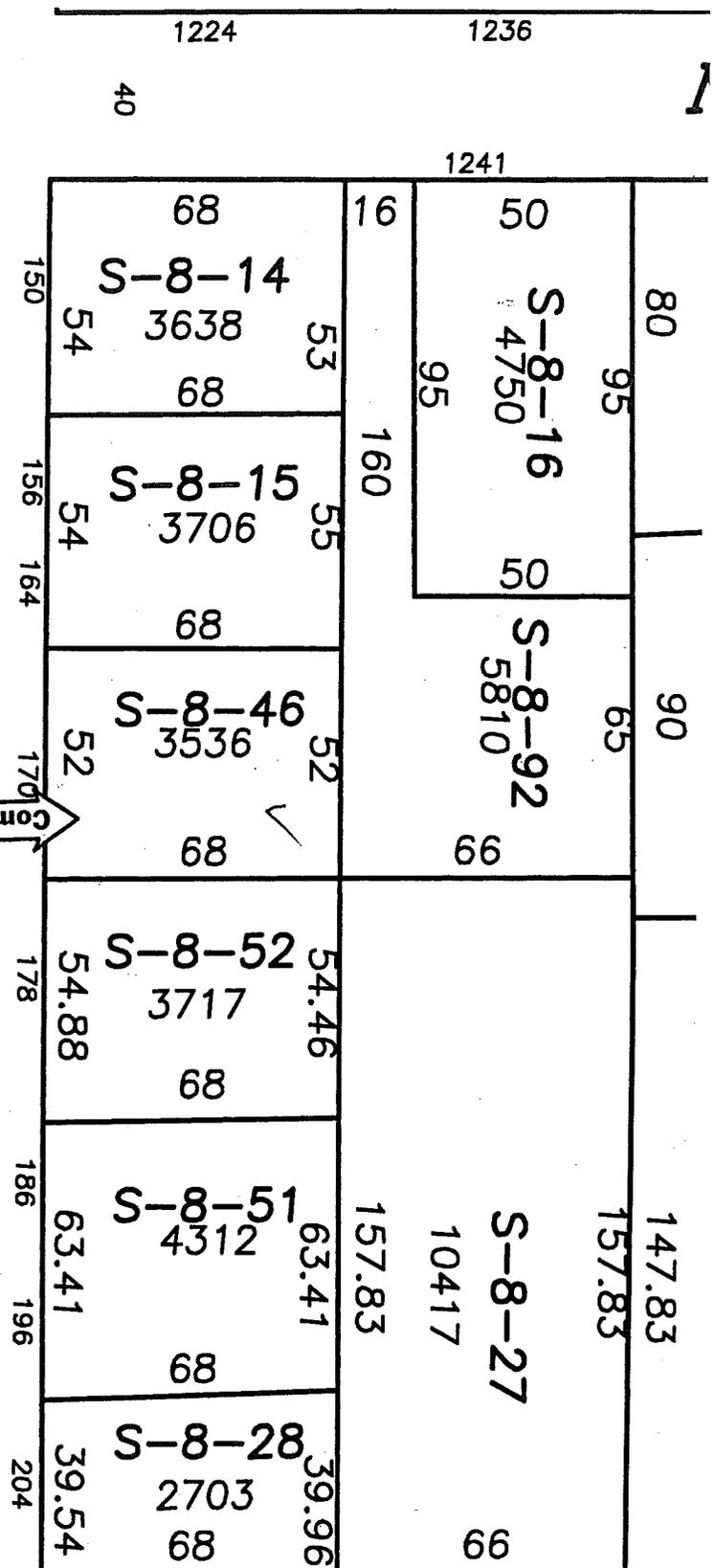
465

451

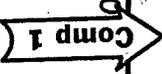
40

47

470



HOOD



170 Hood



11.0

107

157.99
157.84

S-8-39
10421

157.95

3-48
30
60
S-8-56
3300

134

S-8-42
8453

S-8-41
3399

108.19

278

75.4

58.06

58.6

57.95

66

NORTH U

Comp 2

S-7-36
5679

113.53

S-7-37
3759

81.72

163.12

S-7-61
7023

81.72

S-7-44
15148

134

113

312

S-7-43
6700

134

318

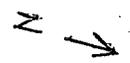
S-7-42
6030

134

328

HOOD

55
34



From 353 N Underwood

Comparable Sales

Comp 1

Comp 2

Comp 3

Subject

Fall River

North Tiverton

Tiverton



DEFINITION OF MARKET VALUE: The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what he considers his own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions* granted by anyone associated with the sale.

* Adjustments to the comparables must be made for special or creative financing or sales concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition or law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar for dollar cost of the financing or concession but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the appraiser's judgement.

STATEMENT OF LIMITING CONDITIONS AND APPRAISER'S CERTIFICATION

CONTINGENT AND LIMITING CONDITIONS: The appraiser's certification that appears in the appraisal report is subject to the following conditions:

1. The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it. The appraiser assumes that the title is good and marketable and, therefore, will not render any opinions about the title. The property is appraised on the basis of it being under responsible ownership.
2. The appraiser has provided a sketch in the appraisal report to show approximate dimensions of the improvements and the sketch is included only to assist the reader of the report in visualizing the property and understanding the appraiser's determination of its size.
3. The appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in the appraisal report whether the subject site is located in an Identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.
4. The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand.
5. The appraiser has estimated the value of the land in the cost approach at its highest and best use and the improvements at their contributory value. These separate valuations of the land and improvements must not be used in conjunction with any other appraisal and are invalid if they are so used.
6. The appraiser has noted in the appraisal report any adverse conditions (such as, needed repairs, depreciation, the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property or that he or she became aware of during the normal research involved in performing the appraisal. Unless otherwise stated in the appraisal report, the appraiser has no knowledge of any hidden or unapparent conditions of the property or adverse environmental conditions (including the presence of hazardous wastes, toxic substances, etc.) that would make the property more or less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied, regarding the condition of the property. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, the appraisal report must not be considered as an environmental assessment of the property.
7. The appraiser obtained the information, estimates, and opinions that were expressed in the appraisal report from sources that he or she considers to be reliable and believes them to be true and correct. The appraiser does not assume responsibility for the accuracy of such items that were furnished by other parties.
8. The appraiser will not disclose the contents of the appraisal report except as provided for in the Uniform Standards of Professional Appraisal Practice.
9. The appraiser has based his or her appraisal report and valuation conclusion for an appraisal that is subject to satisfactory completion, repairs, or alterations on the assumption that completion of the improvements will be performed in a workmanlike manner.
10. The appraiser must provide his or her prior written consent before the lender/client specified in the appraisal report can distribute the appraisal report (including conclusions about the property value, the appraiser's identity and professional designations, and references to any professional appraisal organizations or the firm with which the appraiser is associated) to anyone other than the borrower; the mortgagee or its successors and assigns; the mortgage insurer; consultants; professional appraisal organizations; any state or federally approved financial institution; or any department, agency, or instrumentality of the United States or any state or the District of Columbia; except that the lender/client may distribute the property description section of the report only to data collection or reporting service(s) without having to obtain the appraiser's prior written consent. The appraiser's written consent and approval must also be obtained before the appraisal can be conveyed by anyone to the public through advertising, public relations, news, sales, or other media.

APPRAISER'S CERTIFICATION: The Appraiser certifies and agrees that:

1. I have researched the subject market area and have selected a minimum of three recent sales of properties most similar and proximate to the subject property for consideration in the sales comparison analysis and have made a dollar adjustment when appropriate to reflect the market reaction to those items of significant variation. If a significant item in a comparable property is superior to, or more favorable than, the subject property, I have made a negative adjustment to reduce the adjusted sales price of the comparable and, if a significant item in a comparable property is inferior to, or less favorable than the subject property, I have made a positive adjustment to increase the adjusted sales price of the comparable.
2. I have taken into consideration the factors that have an impact on value in my development of the estimate of market value in the appraisal report. I have not knowingly withheld any significant information from the appraisal report and I believe, to the best of my knowledge, that all statements and information in the appraisal report are true and correct.
3. I stated in the appraisal report only my own personal, unbiased, and professional analysis, opinions, and conclusions, which are subject only to the contingent and limiting conditions specified in this form.
4. I have no present or prospective interest in the property that is the subject to this report, and I have no present or prospective personal interest or bias with respect to the participants in the transaction. I did not base, either partially or completely, my analysis and/or the estimate of market value in the appraisal report on the race, color, religion, sex, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property or of the present owners or occupants of the properties in the vicinity of the subject property.
5. I have no present or contemplated future interest in the subject property, and neither my current or future employment nor my compensation for performing this appraisal is contingent on the appraised value of the property.
6. I was not required to report a predetermined value or direction in value that favors the cause of the client or any related party, the amount of the value estimate, the attainment of a specific result, or the occurrence of a subsequent event in order to receive my compensation and/or employment for performing the appraisal. I did not base the appraisal report on a requested minimum valuation, a specific valuation, or the need to approve a specific mortgage loan.
7. I performed this appraisal in conformity with the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place as of the effective date of this appraisal, with the exception of the departure provision of those Standards, which does not apply. I acknowledge that an estimate of a reasonable time for exposure in the open market is a condition in the definition of market value and the estimate I developed is consistent with the marketing time noted in the neighborhood section of this report, unless I have otherwise stated in the reconciliation section.
8. I have personally inspected the interior and exterior areas of the subject property and the exterior of all properties listed as comparables in the appraisal report. I further certify that I have noted any apparent or known adverse conditions in the subject improvements, on the subject site, or on any site within the immediate vicinity of the subject property of which I am aware and have made adjustments for these adverse conditions in my analysis of the property value to the extent that I had market evidence to support them. I have also commented about the effect of the adverse conditions on the marketability of the subject property.
9. I personally prepared all conclusions and opinions about the real estate that were set forth in the appraisal report. If I relied on significant professional assistance from any individual or individuals in the performance of the appraisal or the preparation of the appraisal report, I have named such individual(s) and disclosed the specific tasks performed by them in the reconciliation section of this appraisal report. I certify that any individual so named is qualified to perform the tasks. I have not authorized anyone to make a change to any item in the report; therefore, if an unauthorized change is made to the appraisal report, I will take no responsibility for it.
10. Land only appraisal form.

SUPERVISORY APPRAISER'S CERTIFICATION: If a supervisory appraiser signed the appraisal report, he or she certifies and agrees that: I directly supervise the appraiser who prepared the appraisal report, have reviewed the appraisal report, agree with the statements and conclusions of the appraiser, agree to be bound by the appraiser's certifications numbered 4 through 7 above, and am taking full responsibility for the appraisal and the appraisal report.

ADDRESS OF PROPERTY APPRAISED: 0 Hancock Street, Fall River, MA 02724 Map D 11 Lot 153

APPRAISER:

SUPERVISORY APPRAISER (only if required):

Signature: *Claude A. Giroux*
 Name: Claude A. Giroux, SRA
 Date Signed: May 20, 2013
 State Certification #: 430
 or State License #: _____
 State: MA
 Expiration Date of Certification or License: 1/1/14

Signature: _____
 Name: M.A. Cert. Gen. R.E. Appr#430
 Date Signed: _____
 State Certification #: _____
 or State License #: _____
 State: _____
 Expiration Date of Certification or License: _____

Did Did Not Inspect Property

STATEMENT OF ASSUMPTIONS AND LIMITING CONDITIONS

This report is subject to the following assumptions and limiting conditions:

Claude A. Giroux and/or appraiser(s) who prepared this report and associate appraisers, if any, are not guarantors of value, utility, condition, or feasibility.

The fee for this assignment and the client's obligation to pay for our services and in no way contingent upon the findings or conclusions as to value, best use, or feasibility.

The obligation of the client to pay for our professional services on delivery of the opinion, estimate, or recommendation, is in no way contingent upon acquisitions, dispositions, sale, financing, closing, use zoning, court decision, abatement, or verdict, or any other action or event related to the property.

It is an express condition of this report that the appraiser is not required to give testimony or appear in court because of having made this appraisal, with reference to the property in question, unless arrangements have been previously made therefore.

The values reported herein are an opinion only and not warranted as, or a representative of, fact.

Any distribution of the value in the report applies only under the program of utilization as outlined herein. The separate valuations of sections of the property must not be used in conjunction with any other appraisal and are invalid if so used.

Any sketch in this report is included to assist the reader in visualizing the property. We have made no survey of the property and assume no responsibility in connection with such matters.

The legal description furnished us is assumed to be correct.

We assume no responsibility for matters legal in character nor do we render any opinion as to the title, which is assumed to be good.

All existing liens and encumbrances have been disregarded and the property is appraised as though free and clear under responsible ownership and competent management.

The appraiser is not an attorney at law. The applicant is advised to consult with his/her attorney on general rules of law as they apply to the property in question.

STATEMENT OF ASSUMPTIONS AND LIMITING CONDITIONS (Cont.)

This report is for the exclusive use of the applicant. Possession of this report, or a copy of this report, or a copy thereof, does not carry with it the right of publication, nor may it be used for any purpose by any but the applicant without the previous written consent of the appraiser or the applicant and then only with proper qualifications. Unauthorized transmittal of this report or its conclusion to a third party invalidates this report.

Neither all, nor any part of the contents of this report shall be conveyed to the public through advertising, public relations, news, sales or other media, particularly as to valuation conclusions, identity of appraiser or firm with which he is connected or any references to the American Society of Appraisers, A.S.A., designation or the Society of Real Estate Appraisers, S.R.A, designation or any other designation or license without the written consent and approval of the author.

Disclosure of the content of the appraisal report is governed by the By-Laws and Regulations of the professional appraisal organization with which the appraiser is affiliated.

We believe to be reliable and assume the correctness and reasonableness of the information which was furnished to us by others, such as estimates of experts, engineers, architects, accountants, or statements by government officials, owners, agents and others, but we assume no responsibility for their accuracy. These data are reported without liability to the appraiser.

Information, estimates, physical measurements, dimensions area and opinions furnished to the appraiser, and contained in the report, were obtained from sources considered reliable and believed to be true and correct. However, no responsibility for accuracy of such items furnished the appraiser can be assumed by the appraiser.

The appraiser assumes that there are no hidden or unapparent conditions of the property, subsoil, minerals, aquifers, or structures, which would render it more or less valuable. The appraiser assumes no responsibility for such conditions, or for engineering which might be required to discover such factors.

STATEMENT OF ASSUMPTIONS AND LIMITING CONDITIONS (Cont.)

The appraiser assumes there are no concealed conditions of the subsoil or the improvements which would have a tendency to render the property more or less valuable than similar properties. The appraiser is specifically excused from core drilling on the property. Any such investigation shall be undertaken by the applicant.

No percolation testing or engineering was conducted.

All major improvements under appraisal appear to be structurally sound unless otherwise noted in this report. However, not being a qualified engineer, we accept no responsibility for structural or mechanical failures which would not be reasonably obvious in the scope of an appraiser's normal inspection.

The applicant specifically waives any claim arising out of financial loss due to structure defects in the property and admits that the appraiser's opinion is based on reasonably sound structural conditions.

The appraiser takes no responsibility for the detection of any violation related to conservation, pollution, environmental protection, zoning, subdivision regulations, building codes, or any other regulatory status, ordinances, by-laws, regulations or other legal constrains.

The appraiser accepts no responsibility for the existence or discovery of liens whether presently existing or hereafter arising on account of any indebtedness or liability to the state in which it is located or if in Massachusetts, to the Commonwealth of Massachusetts arising pursuant to the provisions of MGL Ch. 21E (to clarify and Improve the Commonwealth's Capability For Responding to Releases of Oil and Hazardous Material and to Recover Response Costs from Persons Responsible For Releases).

In this appraisal assignment, the existence of potentially hazardous material on site used in the construction or maintenance of any building on the property, such as the presence of urea formaldehyde foam insulation, asbestos in any form, and/or existence of toxic waste, or Radon gas, which may or may not be present on the property, has not been considered. The appraiser is not qualified to detect such substances. We urge the client to retain an expert in the field if desired.

STATEMENT OF ASSUMPTIONS AND LIMITING CONDITIONS (Cont.)

This study and investigation did not include a critical inspection, testing, hydrostatic testing or any other physical or structural evaluation of storage tanks, above or underground. No responsibility for condition, utility, fractures, or other failures of vessels, tanks, above or underground or of any pumps, pipes, valves or other attachments is assumed. The client is urged to retain a qualified engineer to conduct such evaluations.

Underground Tanks

The presence or condition of underground tanks is excluded as a consideration in this study. The client is advised that the law may require owners of underground tanks which may contain petroleum or hazardous substances to report their existence to state authorities for registration .

This includes owners of tanks currently in operation for such substances and owners of tanks taken out of operation after January 1, 1974, but still in the ground. In the Commonwealth of Massachusetts owners who bring tanks into use after May 8, 1986, must notify the Department of Public Safety within 30 days.

The purpose of the notification program is to assist the EPA and the state in locating and evaluating underground storage tanks.

In Massachusetts, reports should be addressed to: UST Registry, Dept. of Public Safety, 1010 Commonwealth Avenue, Boston, MA 02215, (617)566-4500.

In the event this valuation involves new construction, rehabilitation, conversion, or any other manner of change, improvement, or addition, the value, if reported on an as completed basis, is subject to the total and full completion of the project described, in a first class manner, and in full and substantial compliance with the plans, descriptions, and/or specifications furnished to us, and such completion is assumed to be within a reasonable time of the date of the report . Intervention of catastrophe, strikes, government actions, or the effects of any other force majeure, will require a revision of this report.

In the event this report deals with feasibility, competent management of the project is assumed.

No representation is made as to compliance with plans or specifications. The appraiser assumes no liability for deviation from construction specifications.

STATEMENT OF ASSUMPTIONS AND LIMITING CONDITIONS (Cont.)

Americans with Disability Act of 1990

The appraiser accepts no responsibility for the detection of violations of, or inconsistencies with, the American Disabilities Act or any similar state statute. The client is advised to seek the advise of a qualified architect to determine conformity or non-conformity and to estimate the cost of compliance.

Hazardous Waste

The appraiser is not an expert in the field of hazardous material. This appraisal is prepared to estimate market value and does not constitute an environmental hazard expert inspection of the property and the only way for the client to be certain as to the conditions of the property with respect to the "environmental hazards" is to have this property inspected by an expert in that field. This appraisal should not be relied upon as to whether or not environmental hazards actually exist on the property.



COMMONWEALTH OF MASSACHUSETTS
Fall River Contributory Retirement Board

30 Third Street • Suite 301 • Fall River, MA 02720

Tel. (508) 646-9120 • Fax (508) 646-9123

www.fallriverretirement.com

4

RECEIVED

2013 OCT 25 A 11: 35

CITY CLERK
FALL RIVER, MA

October 25, 2013

Alison M. Bouchard, City Clerk
City of Fall River
One Government Center
Fall River, MA 02722

Dear Ms. Bouchard:

Massachusetts General Laws Chapter 32, section 22(5), as amended by CH306 of the Acts of 1996, requires that the Retirement Board file its annual budget with the governmental unit for which it serves.

Enclosed you will find a copy of the Fall River Retirement Board's 2014 budget for your records. You will also find enclosed ten additional copies for distribution to the members of the Fall River City Council.

Thank you for your attention to this matter.

Very truly yours,

Christine A. Tetreault
Executive Director

FALL RIVER RETIREMENT BOARD CALENDAR YEAR 2014 BUDGET

2014

Salaries/Benefits	\$	308,175.56
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Legal Fees	\$	100,000.00
------------	----	------------

Administrative Expenses	\$	120,734.00
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Service Contracts	\$	34,900.00
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Furniture & Equipment	\$	8,250.00
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Investment Management Fees	\$	1,340,000.00
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TOTAL	\$	1,912,059.56
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City of Fall River, *In City Council*

9

(Councilor Raymond A. Mitchell)

WHEREAS, the base meter fee is charged per meter servicing the property, and

WHEREAS, some property owners may have an additional meter for the purpose of using lawn sprinklers or filling of swimming pools, now therefore

BE IT RESOLVED, that the Water Department consider charging only one base meter fee per residence.

(Councilor Raymond A. Mitchell)
(Councilor Eric Poulin)

WHEREAS, the development of the former Quaker Fabrics site on Brayton Avenue for a new Super Walmart and Sam's Club was a positive investment in our city, now therefore

BE IT RESOLVED, that the Traffic Department review the traffic patterns and road conditions around this site to see if additional signage, traffic lights or road repairs are necessary to accommodate increased traffic volume that has occurred due to the success of this economic development project.

City of Fall River, In City Council

//

(Councilor Eric Poulin)

(Councilor Michael L. Miozza)

WHEREAS, the Department of Community Maintenance implemented a pilot yard waste collection program in parts of the city by distributing brown rolling carts, and

WHEREAS, it would be prudent to receive an update on this pilot program, now therefore

BE IT RESOLVED, that the Director of Community Maintenance be invited to a future meeting of the Committee on Finance to provide an update on the status of this program before the end of calendar year 2013.



Council
25

Jacqueline Kierstead, Claim Manager

10/4/201

City of Fall River
Office City Clerk
Fall River, MA 02720

Claim Number: 033299102
Company Name: Arbella Mutual Insurance Company
Date of Loss: 12/10/2012
Location: 6th St. & Pleasant St.
Our Insured: MIGUEL ALBERGARIA
Pedestrian: Sherri Saunders

RECEIVED
2013 OCT 15 A 11:06
CITY CLERK
FALL RIVER, MA
13-6C

Dear Sirs:

To date we have received no response to our letters of 1/8/13, 1/31/13, 5/13/13 and 7/3/13. Once again, our position is that the City of Fall River is also liable for the pedestrian's damages due to a poorly designed intersection for pedestrian crossing.

As a demand for settlement from Ms. Saunder's attorney was received, negotiations ensued and settlement was reached. A copy of the Release of All Claims in the amount of \$6,000.00 signed by Ms. Saunders (including a release of the City) is attached. We thus request reimbursement in the amount of \$6,000.00.

We again request the courtesy of a response and your position in this matter.

Very truly yours,

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

ENC: Release

1c+ orig. LAW
1c DPW
1c Council
1c City Clerk

JUL-30-2013 TUE 11:25 AM H & B LAW OFFICES
07-24-'13 14:59 FROM-

FAX NO. 5086792305

P. 02

T-374 P0002

F-563

RECEIVED

Claim Number: 033299102

2013 OCT 15 A 11:06

Release of All Claims

FOR AND IN CONSIDERATION OF the payment to me/us of the sum of Sixty-two Thousand and 00/100 Dollars (\$62,000.00), and other good and valuable consideration, I/we, being of lawful age, have released and discharged, and by these presents do for myself/ourselves, my/our heirs, executors, administrators and assigns, release, acquit and forever discharge Arbella Mutual Insurance Company, Miguel Albergaria, City of Fall River and any and all other persons, firms and corporations of and from any and all actions, causes of action, claims or demands for damages, costs, loss of use, loss of service, expenses, compensation, consequential damage or any other thing whatsoever on account of, or in any way growing out of, any and all known and unknown personal injuries and death and property damage resulting or to result from an occurrence or accident that happened on or about 12/10/2012, at or near Pleasant St / Sixth Street FALL RIVER MASSACHUSETTS.

I/we hereby acknowledge and assume all risk, chance, or hazard that the said injuries or damage may be or become permanent, progressive, greater, or more extensive than is now known, anticipated, or expected. No promise or inducement which is not herein expressed has been made to me/us, and in executing this release I/we do not rely upon any statement or representation made by any person, firm or corporation, hereby released, or any agent, physician, doctor or any other person representing them or any of them, concerning the nature, extent or duration of said damages or losses or the legal liability therefor.

I/we understand that this settlement is the compromise of a doubtful and disputed claim, and that the payment is not to be construed as an admission of liability on the part of the persons, firms and corporations hereby released by whom liability is expressly denied. I/we further agree that this release shall not be pleaded by me/us as a bar to any claim or suit.

This release contains the ENTIRE AGREEMENT between the parties hereto, and the terms of this release are contractual and not a mere recital.

I/we further state that I/we have carefully read the foregoing release and know the contents thereof, and I/we sign the same as my/our own free act.

WITNESS Heric hand and seal this 24th day of July, 2013

CAUTION! READ BEFORE SIGNING

WITNESSES

RELEASEE

Ernesto Arzavala

x Marcionilde Beaudry
(SEAL) Marcionilde Beaudry

ADDRESS 301 N. Main St.

x 019-42-9721
(SEAL) Social Security #

Fall River, MA 02720

ADDRESS 321 North Main St

Frederick Beaudry
(SEAL) Frederick Beaudry

Fall River, MA 02720

RECEIVED

RELEASE AND SETTLEMENT OF CLAIM

Claim No. 033299102

2013 OCT 15 A 11: 06

For the sole consideration of **SIX THOUSAND** and 00/100
 (\$ **6,000**) DOLLARS the undersigned hereby releases and forever discharges **Miguel A.**
Albergaria and Arbella Mutual Insurance Company - and all other persons, firms and
 corporations from all claims and demands, rights and causes of action of any kind the
 undersigned now has or hereafter may have on account of or in any way growing out of property
 damage existing or which may exist which are known or unknown to me at the present time
 resulting or to result from an occurrence which happened on or about **12/10/12** and do
 hereby covenant to indemnify and save harmless the said party or parties from and against all
 claims and demands whatsoever on account of or in any way growing out of said occurrence or
 its results both to person and property. This release expresses a full and complete settlement of a
 liability claimed and denied, regardless of the adequacy of the above consideration, and the
 acceptance of this release shall not operate as an admission of liability on the part of anyone nor as
 an estoppel, waiver or bar with respect to any claim the party or parties released may have against
 the undersigned. This release excludes any claims relative to property damage arising out of the
12/10/12 automobile accident.

CITY CLERK
FALL RIVER, MA

YOU ARE MAKING A FINAL SETTLEMENT. THIS IS A RELEASE. READ BEFORE SIGNING.

Sherris Saunders

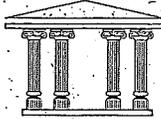
Sherris Saunders

9/20/13

Date

Sandy Amara
Witness

321 N. Main St. FR MA
Address



City
Council

ROBERT J. MARCHAND

ATTORNEY AT LAW

October 9, 2013

RECEIVED

2013 OCT 11 A 10:53

CITY CLERK 13-128
FALL RIVER, MA

Alison M. Bouchard, City Clerk
One Government Center, Room 227
Fall River, MA 02722

Re: Richard Shadburn

Dear Madam Clerk:

With regard to my client, Richard Shadburn, I am enclosing a Claim Form pursuant to M.G.L. Chapter 84 concerning his accident. By copy of this letter I will be notifying the legal department of this matter.

Thank you very much for your courtesies. I remain,

Very truly yours,

Robert J. Marchand Esq.
Robert J. Marchand, Esquire

RJM:sno

Enclosed

CC: Richard Shadburn
Christie D'Orio, Esq.

Orig + 1 copy - LAW
1 copy - City Clerk
1 copy - City Council
1 copy - DPW

RECEIVED

CLAIM FORM
City of Fall River, Massachusetts

2013 OCT 11 A 10:53

Name: Richard Shadburn

Address: 287 Sunset Hill

Fall River, MA 02724

Phone #: (508) 672-0899

CITY CLERK
FALL RIVER, MA

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

Date of Incident: 9/18/2013

Time of Incident: 9:30am

Location of Incident: 619 Charles' St.

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

On or about September 18, 2013, at 9:30a.m., while walking
east bound on Charles Street in front of 619 Charles Street
I tripped and fell over a piece of metal pipe that was
sticking out of the sidewalk. As a result of the fall, I broke
my hand. I still am under the care of a doctor and I am
still wearing a cast.

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



The Hanover Insurance Company
Citizens Insurance Company of America

Property Unit
PO Box 15147
Worcester MA 01615-0147
Telephone: 800-628-0250 Ext: 9077
Fax Number: 508-926-5660

September 27, 2013

BOARD OF ELECTIONS
1 GOVERNMENT CENTER
RM 636
FALL RIVER MA 02722

Re: Our Insured: Eugene Kosinski
Policy Number: HPN 3280158
Claim Number: 15-00178428 001
Date of Loss: 09/19/2013
Property Address: 592 JEFFERSON ST FALL RIVER MA

RECEIVED
2013 OCT 10 A 9:55
CITY CLERK
FALL RIVER, MA
13-129

To whom it may concern :

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

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

Sincerely,

Michael Swanson

Michael Swanson
Associate Adjuster
Citizens Insurance Company of America
mswanson@hanover.com

10-15-13

Original + 2 Law

Building Inspector

City Clerk
City Council ✓

RECEIVED

CLAIM FORM
City of Fall River, Massachusetts

2013 OCT 16 A 11:17

Name: Luis + Natalie Simoes CITY CLERK 13-130
FALL RIVER, MA

Address: 1144-1150 North main St.
Fall River MA 02720

Phone #: 508 674 4707

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

Date of Incident: _____

Time of Incident: _____

Location of Incident: 1144-1150 North main St Fall River MA 02720

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

As a result of the construction at
Morton Middle School my home has
extensive damage to the foundation.
Cracks have formed and I now
have water entering my basement.
I have filed a claim with J+J Construction.
They sent out engineers and I have
left numerous messages. They are
not returning my phone calls. I also
stopped in to the construction trailer
that was at the construction site
and they are denying the damage.
The insulation has fallen, the vinyl siding
fell off the house, cracks in driveway and
walls in the house.

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

orig + ic - law
1c DPW
1c Council
1c Clerk

CLAIM FORM RECEIVED
City of Fall River, Massachusetts

2013 OCT 18 P 3:44

Name: Jorge Lopes

Address: 89 Rockland st. 2nd fl.
FALL RIVER MA 027

CITY CLERK 13-131
FALL RIVER, MA

Phone #: 774-301-6948

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

Date of Incident: 10-2-13

Time of Incident: 18:22

Location of Incident: Stafford rd / Tucker st.

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

I was driving down Stafford Rd, in front of Tucker st, when the water cover bounced up and struck underneath my vehicle. I could not avoid it because of incoming traffic. Almost instantly my car was not driveable and fluid leaked everywhere. I then had my vehicle towed home. See Attached

I am disabled and really in need of my vehicle.

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

orig + 1c - LAW
1c - DPW
1c - Council
1c - clerk

RECEIVED

CLAIM FORM
City of Fall River, Massachusetts

2013 OCT 21 A 10:38

CITY CLERK 13-132
FALL RIVER, MA

Name: Carol A. Siembab

Address: 9 Lawtons Lane
Westport, MA 02790

Phone #: 508-636-4483

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

Date of Incident: Tuesday, September 24, 2013

Time of Incident: Approximately 10:30 a.m.

Location of Incident: A.S. Letourneau School
323 Anthony St., Fall River, MA 02721

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

On Tuesday, Sept. 24 I was in the kindergarten classroom on the first floor.

I needed to make a copy and left the room to go to the copy room also on
on the first floor. Just outside the classroom, there was a puddle of water.

There were no signs warning me there was water on the floor. I fell on my
left knee, fell on my back and hit my head on the floor. I looked up and
saw water dripping from the ceiling from the tiles. A special need teacher
asked if I was OK and I said no. The nurse came and an ambulance was called.

My knee was packed with ice and I was taken by ambulance to St. Anne's
Emergency Room. I arrived at 11:00 a.m. X-Rays were taken and showed

my patella (knee cap) was fractured in two pieces and there were some
smaller pieces also visible. I was fitted with a Tripanel Knee Immobilizer

to keep my knee straight and the Doctor on call gave me an appointment to
see a doctor at Coastal Orthopaedics in Fall River (508-646-9525)

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

*original to copy law
1 DPW - (Schall)
1 City Council*

RECEIVED

Carol A. Siembab
9 Lawtons Lane
Westport, MA 02790

2013 OCT 21 A 10:38

508-636-4483

CITY CLERK _____
FALL RIVER, MA

CLAIM FORM Page 2.

On Thursday, September 26, 2013 my appointment was with Dr. Jeffrey Gassman. I saw his physicians assistant, Nick Rego and he viewed my X-Rays from St. Anne's Emergency Room. Dr. Gassman was in surgery and would join us shortly. Dr. Gassman arrived and surgery was scheduled for Friday, September 27 at 12:30 p.m. at Charlton Memorial Hospital. I was at Charlton on Friday, September 27, Saturday, September 28, Sunday, September 29, and Monday, September 30 leaving for home in the afternoon on Monday, September 30 around 2:30 p.m./I have a walker to help me get around the house and I use crutches to go down the two stairs of my home. I went to see Dr. Gassman on Wednesday, October 9, 2013 and he gave me instructions to exercise my leg after viewing new X-rays taken that day. I have a physical therapist from visiting nurses coming to my home twice each week to help me move my leg. My next appointment with Dr. Gassman is Wednesday, November 6, 2013.

While I was waiting for the ambulance I was told the janitor was unclogging the toilet on the second floor that was clogged on purpose and that this was not the first time this had happened at this school. The water leaked down stairs in the hallway outside of the classroom.

Please call me if you have any further questions or you need further information.

Thank you..

Carol Siembab

CC

RECEIVED

CLAIM FORM
City of Fall River, Massachusetts

2013 OCT 21 P 4:06

Name: Margaret Raposo CITY CLERK 13-133
FALL RIVER, MA

Address: 1692 Rodman St.
Fall River, MA

Phone #: Home: 508-617-9531 Cell: 774-201-9112

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

Date of Incident: 10/9/13

Time of Incident: 2:00 - 2:10 pm

Location of Incident: 1692 Rodman St.

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

Wednesday, October 9th around 2:00 pm, property location: 1692 Rodman Street.

I was sitting on the couch and heard a big bang and saw through the picture window a big trash truck going by. Went outside and the Verizon wire was split in half, part on my property and the other half on the pole across the street.

I called National grid as the concern was the power lines that were hanging by a bolt on my property and the pole. They informed me that they could not come onto the property as it was my responsibility to get a licensed electrician to take care of the matter and that their responsibility was the wires on the pole.

I called the Public works to report the incident and they stated that they did not have any trucks in the vicinity and it could be Allied Waste on Airport Road. I then called Allied Waste which now is Republic Services and they said it was not them could it be ABC Disposal. I then called ABC Disposal and I left a message with their Safety Officer.

I then realized that I have surveillance cameras on my home and activated my DVR to see if it recorded the event. As I activated the DVR I realized that the time on my cameras was off by 2 hours which was when I lost power and forgot to adjust the time. The recording clearly shows that it was the City of Fall River Trash Truck that came and caused the damage to my property.

As a result of the damage caused by the City Trash Truck, I had to pay a licensed electrician \$500.00.

I am looking for the damage amount of \$500.00.

Thank you.

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

*any & 2 copies Law
1. DOW
1. City Council
1. City Clerk*

CC

1

RECEIVED

CLAIM FORM
City of Fall River, Massachusetts

2013 OCT 25 P 1:14

Name: ANA GONZALEZ
Address: 489 ELSBREE ST #12
FALL RIVER, MA 02720
Phone #: 508 679-8734

CITY CLERK 13-134
FALL RIVER, MA

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

Date of Incident: Around March

Time of Incident:

Location of Incident: DAVOL ST & PRESIDENT AVE

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

~~around nine~~ around nine and I when
I was approaching the light on
DAVOL ST

Around nine in the evening I
was driving on Davol St approaching
the president ave light when I
hit a very large pot hole.

My rim was bent and I also had to
replace the tire. Along with all
the other repairs I had. This is
the second time in Fall River that
this has happened and now I feel
that I should be reimbursed for my repairs.

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

orig & 2 copies of form
1 to PM
1 City Clerk
1 City Council

2

RECEIVED

CLAIM FORM
City of Fall River, Massachusetts

2013 OCT 25 P 1:14

Name: _____

CITY CLERK _____
FALL RIVER, MA

Address: _____

Phone #: _____

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

Date of Incident: _____

Time of Incident: _____

Location of Incident: _____

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

The receipts attached are from different dates because I have had 2 surgeries and have not had the money to repair my vehicle. I hope that you will take into consideration of my surgeries and the set back. otherwise I would have fixed the vehicle right away. I still have a bent rim but cannot repair it at this time. I'm still not working and I hope I can have reimbursement so I can finish the repairs. The rim will cost me

Sincerely
Ana M. Goyel
508 679-8734

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

CC

RECEIVED

CLAIM FORM

City of Fall River, Massachusetts

2013 OCT 31 A 9:59

Name: Norberto Jorge CITY CLERK 13-135

Address: 186 Bark St
Swansea, MA 02777 FALL RIVER, MA

Phone #: (508) 678-0568

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

Date of Incident: 10/8/13

Time of Incident: _____

Location of Incident: _____

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

On 10/8/13 @ approx. 8:30 a City of Fall
River garbage removal truck took a
corner @ St Mary's + Essex St. I believe
the truck driver mis-gauged his distance
and clipped the front end of my vehicle.
Since then my vehicle has been repaired
@ Choice Collision and paid for in full.
However, I had to pay for a rental vehicle from
Enterprise car rental totaling \$428.69.
I'd like the City of Fall River to
reimburse me this cost of \$428.69

Thank you.

Attached, please find the police
report and the car rental bill.

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

arg. + 2 copies Law
IDPW
ICS

Thanks, again.

CC

**LAW OFFICE OF
WILFRED C. DRISCOLL, JR.**
209 BEDFORD STREET, SUITE 209
FALL RIVER, MA 02720

RECEIVED
2013 OCT 31 A 11:47
CITY CLERK 13-136
FALL RIVER, MA

October 31, 2013

City Clerk
City of Fall River
One Government Center
Fall River, MA 02722

RE: My Client: Laurie A. Souza
Date of Birth: November 18, 1971
Date of Loss: October 7, 2013
Place of Loss: 102 South Main Street, Fall River 02724

**NOTICE OF DEFECT
PURSUANT TO M.G.L. CHAPTER 84 SECTION 18**

Dear Sir or Madam:

This office represents Laurie A. Souza, of 166 Hall Street, Apartment 1, Fall River, Massachusetts 02724 with regard to the above referenced personal injury.

On October 7, 2013, at approximately 2:45 p.m., my client was visiting with a friend, Michael Michaud of 102 South Main Street, Fall River, MA. Upon leaving his dwelling, Ms. Souza was making her way down the sidewalk to wait for her boyfriend to drive her home. Ms. Souza stepped into a pothole and twisted her ankle. She waited in pain until her boyfriend, Eric Roussel arrived to drive her home. Ms. Souza hobbled to the car and at home she iced her ankle and went to bed. She decided to visit the emergency department of Saint Anne's Hospital the following morning upon waking up because the pain was significantly worse.

At Saint Anne's Hospital she was brought to the Diagnostic Lab and initial examination where it was revealed that her foot sustained a fracture wound. She was scheduled to visit with Dr. Glenn Dubler's office in two days' time for further examination. On October 10, 2013, Dr. Dubler's Physician's Assistant, Brian Desmaris met with Ms. Souza to examine her foot and ankle where she was revealed to have a sprained ankle, along with a fracture in the bone of her foot.

Ms. Souza was told by Mr. Desmaris that because she is taking Symbacort and Spiriva as prescribed that her foot would take double the amount of time to heal than usual. Mr. Desmaris prescribed my client twenty 5mg oxycodone tablets to assist with pain management.

*orig + 2 copies Lau
18 pw
1 CC
1 cty dnd*

OFFICE PHONE (508) 672-8718 • CELL PHONE (508) 259-8400
FAX (508) 672-4322
EMAIL: WCDRISCOLL@GMAIL.COM
WEB PAGE: WWW.WCDRISCOLLAW.COM

Mr. Michaud, who witnessed the fall, stated that he has written letters to the City of Fall River on numerous occasions and that people trip all of the time in it.

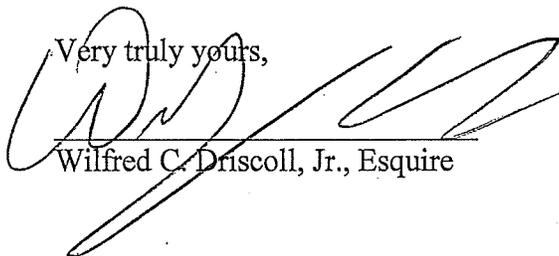
As a proximate result of the fall, my client sustained severe personal injury including, but not limited to: ankle sprain, foot fracture; has incurred medical and other expenses; has been unable to work; and has endured great physical and emotional pain and suffering.

This notice is being given pursuant to G.L. c. 84 s. 18.

As a consequence of negligence in maintaining the sidewalks to be safe and obstacle free, I am making a formal demand for five thousand (\$5,000.00) dollars. Please respond to this demand at your earliest convenience.

Thank you for your attention to this matter and I look forward to hearing from you.

Very truly yours,

A handwritten signature in black ink, appearing to read 'W. Driscoll, Jr.', written over a horizontal line.

Wilfred C. Driscoll, Jr., Esquire

WCDjr/kbd

cc: Laurie A. Souza

CC

RECEIVED

CLAIM FORM
City of Fall River, Massachusetts

2013 NOV -6 P 1:42

CITY CLERK 13-137
FALL RIVER, MA

Name: DAVID FONSECA

Address: 35 NIGHTINGALE ST.

Phone #: 508 6794135

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

Date of Incident: OCT 31, 2013

Time of Incident: _____

Location of Incident: 35 NIGHTINGALE ST

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

TRASH TRUCK HIT MY PARKED TRUCK ON
DRIVERS SIDE. CITY TRUCK WAS+DID PICK-
UP TRASH WHEN ACCIDENT OCCURED, THEN
DROVE AWAY. NEIGHBOR WITNESSED ACCIDENT.

arg & 2 copies Law
IDPW
1 city clerk
LCC

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