City of Fall River Massachusetts
Office of the City Clerk

ALISON M. BOUCHARD
CITY CLERK

INÊS LEITE
ASSISTANT CITY CLERK

SEPTEMBER 13, 2013

MEETINGS SCHEDULED FOR NEXT WEEK

MONDAY, SEPTEMBER 16, 2013

5:15 P.M. COMMITTEE ON ORDINANCES AND LEGISLATION

TUESDAY, SEPTEMBER 17, 2013

5:30 P.M. COMMITTEE ON FINANCE **PLEASE NOTE EARLIER TIME**

1. Presentation by the Children's Museum of Greater Fall River, Inc. re: current museum events
2. Presentation on Invoice Cloud re: E-Billing for tax and utility bills
3. Transfers and appropriations (see #2 below)
4. Community Preservation Act Fiscal Year 2014 appropriation order (see #3 below)

AGENDA

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

PRIORITY MATTERS

1. *Assistant Corporation Counsel and orders:
   a) Intermunicipal drinking water agreement between City of Fall River and Town of Westport
   b) Donation of 20.02 acres of submerged land from Quequechan Development, LLC for watershed management of the South Watuppa Pond

PRIORITY COMMUNICATIONS

2. *Transfers and appropriations (see # 3 Finance)
3. *Mayor and Community Preservation Act Fiscal Year 2014 appropriation order (see #4 Finance)
4. *Communication from Assistant Corporation Counsel re: changes to Hawker and Peddler ordinance

COMMITTEE REPORTS – None

ORDINANCES – None

RESOLUTIONS

5. *Comm. on Economic Development and Tourism discuss needs of the Carousel at Battleship Cove
6. *Comm. on Ordinances and Legislation discuss ordinance re: submission of Enterprise budgets by April 1st

CITATIONS – None

ORDERS – HEARINGS FOR TONIGHT

Underground conduits:

7. Davol Street (intersection of Central and Green Streets)
8. Davol Street (intersection of Central Street and Ponta Delgada Boulevard)
9. Intersection of Davol and Anawan Streets
10. Intersection of Davol and Central Streets
11. Intersection of Pocasset and Davol Streets

ORDERS – HEARINGS TO BE SCHEDULED – None

ORDERS – NO HEARING REQUIRED – None

ORDERS – MISCELLANEOUS

12. 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

13. *Claims

BULLETINS – NEWSLETTERS – NOTICES

14. *Route 79/Braga Bridge Improvements Project Meeting – Tuesday, Sept. 24, 2013 at 7:00 p.m., Heritage State Park Auditorium

Chris Leite
Assistant City Clerk

WEDNESDAY, SEPTEMBER 18, 2013

6:30 P.M. COMMITTEE ON REAL ESTATE
****PLEASE NOTE: MEETING TO BE HELD IN THE ATRIUM LOCATED ON THE FIRST FLOOR AT GOVERNMENT CENTER****

City of Fall River, *In City Council*

Finance 1

(Councilor Eric Poulin)
(Councilor Raymond A. Mitchell)
(Council President Linda M. Pereira)

WHEREAS, The Children's Museum of Greater Fall River, Inc. has a number of exciting developments, programs and news that it wishes to share with all members of the City Council, now therefore

BE IT RESOLVED, that representatives of the Children's Museum be invited to a future meeting of the City Council Committee on Finance to give a brief 10-15 minute presentation on the museum and the exciting things that are happening there.

In City Council, September 3, 2013
Adopted

A true copy. Attest:
Alison M. Bouchard

City Clerk

Finance 2

City of Fall River
Massachusetts
Office of the Mayor

WILLIAM A. FLANAGAN
Mayor

RECEIVED
2013 SEP -3 P 3:24
CITY CLERK
FALL RIVER, MA

September 3, 2013

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

Honorable Members of the Council:

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

1. Presentation on Invoice Cloud – E Billing for Tax and Utility Bills

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

Sincerely,

William A. Flanagan
Mayor

CITY OF FALL RIVER
IN CITY COUNCIL
SEP - 3 2013
Referred to the Committee on Finance

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

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

September 4, 2013

RECEIVED
2013 SEP -6 A 10: 21
CITY CLERK
FALL RIVER, MA

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

Re: Proposed Orders

Dear Madame Clerk:

Enclosed please find for consideration by the City Council the following proposed Orders:

1. Intermunicipal Drinking Water Agreement between the City of Fall River and the Town of Westport. Said agreement has been approved by the Town of Westport and the Watuppa Water Board; and
2. Donation of 20.02 acres of submerged land, more or less, from Quequechan Development, LLC for watershed management of the South Watuppa Pond. The Donation of Parcel 1 has been approved by the Watuppa Water Board.

Thank you for your anticipated attention to this matter.

Very truly yours,

Christy M. DiOrio

Christy M. DiOrio

Enclosures

cc: Terrance J. Sullivan (w/ Orders only)

One Government Center • Fall River, MA 02722 • TEL (508) 324-2650
Workers' Compensation (508) 324-2540 • FAX (508) 324-2655 • EMAIL lawoffice@fallriverma.org
Equal Justice Under Law

1a

City of Fall River, *In City Council*

ORDERED that pursuant to the provisions of M.G.L. c. 40, Section 38, the Agreement for Drinking Water Services Between the City of Fall River and the Town of Westport be, and the same is hereby approved and to be executed by the Honorable William A. Flanagan.

AGREEMENT FOR DRINKING WATER SERVICES
BETWEEN
THE CITY OF FALL RIVER, MASSACHUSETTS
AND
THE TOWN OF WESTPORT, MASSACHUSETTS

THIS AGREEMENT, made and entered into this 24TH day of JUNE 2013, by and between the City of Fall River, a Municipal Corporation within the Commonwealth of Massachusetts in the County of Bristol, acting through its Watuppa Water Board hereinafter called the "City", party of the first part, and the Town of Westport a Municipal Corporation, in the County of Bristol, State of Massachusetts, acting through its Board of Selectmen ("Town").

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

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

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

SECTION 1. DEFINITIONS

1.1.1 "Metering Station "shall mean a suitable facility for measuring, recording and totalizing the flow of water from the City to the Town's Water Distribution System.

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

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

1.1.4 "Town Flow" means the amount of average daily flow of water flowing into the Town from the City.

1.1.5 "Connection Fee" means the onetime cost assessed on any additional facility connected to the water system.

1.1.6 "Reservation Fee" means the cost assessed for reserved capacity above the Town's agreed to working capacity.

1.1.7 "GPD" means gallons per day.

1.1.8 "Potable" means safe to drink and in compliance with the requirements of the United

States Clean Water act and any other applicable federal or state statutes, codes, rules or regulations for safe drinking water.

1.1.9 "THM's" means trihalomethanes.

SECTION 2. RESPONSIBILITIES OF CITY

Section 2.1

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

Section 2.2

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

Section 2 .3

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

SECTION 3. RESPONSIBILITIES OF TOWN

Section 3.1

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

Section 3.2

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

against any system user to enforce compliance with the terms of this Agreement and user fees owed the City. The Town has the right to develop and/or enforce more stringent requirements, rules, regulations and/or by-laws.

Section 3.3

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

Section 3.4

The Town understands that it is a consecutive water system and is subject to compliance with MA DEP regulations as a separate water system.

SECTION 4. TERM

The term of this Agreement shall continue for 10 years from the date of execution. At the end of the 10 year term, the agreement shall continue from year to year thereafter. Provided, however, that either party may terminate the same on December 31 of any year by giving written notice on or before June 30 of such year.

SECTION 5. IMPLEMENTATION

Section 5.1

The City agrees to provide potable water with a portion of the capacity allocated to the Town. The capacity allocated is 100,000 GPD.

Current flow allocations are as follows:

White's Restaurant	25,000 GPD
Hampton Inn	10,000 GPD
Other Town Use	65,000 GPD

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

SECTION 6. PAYMENT - CAPITAL INVESTMENT

Section 6.1

All new connections (newly constructed residential, commercial or industrial buildings) to the water system shall pay a onetime fee to the City of $1.00 per gallon of the projected flow pursuant to the protocols set forth in Appendix A, the standard flow projections. Non standard

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

The pre-existing flow allotted in Section 5.1 for White's and Hampton Inn shall be exempt from this Section. Existing residential and commercial property shall be exempt from this section except for major expansion of existing commercial property. Municipal buildings shall be exempt from this section

SECTION 7. PAYMENTS: OPERATION MAINTENANCE

Section 7.1

7.1.1 The Town shall make quarterly payments towards the costs of operation and maintenance of the water treatment facilities on the following basis: The Town shall pay for the total flow received quarterly on a per gallon basis at a rate of **$3.83**/CCF. If user charges identified in Section 74-354 Appendix A of the Fall River Revised Ordinances are increased or decreased, the Town rate shall be increased or decreased by the proportionate percent. Billing frequency can be increased from quarterly to monthly upon agreement by the City and the Town.

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

7.1.3 The Town is responsible for assuring that all sources of water use in the Town are properly accounted for.

7.1.4 The City shall invoice the Town by calculating the total flow by the applicable rate. Invoices are due and payable within 30 days of receipt.

7.1.5 The Town shall also be charged the base meter fee as prescribed in Fall River Ordinance. (estimated at $1,000 per year)

7.1.6 The Town and the City shall implement a policy to credit costs for water used for operation and maintenance of the Westport Water Distribution System for hydrant flushing and other approved maintenance uses. Said policy must be approved by the Water Divisions of both the City and the Town and must be fully documented and incorporated into an addendum to this agreement.

SECTION 8. MEASUREMENT OF FLOW AND SAMPLING OF WATER

Section 8.1

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

Section 8.2

8.2.1 The Town shall be responsible for water sampling and testing within the Town as required by the Massachusetts DEP Drinking Water Program. The Town is responsible for all Massachusetts DEP requirements for the Town's water distribution system.

SECTION 9. RESERVATION CLAUSES

Section 9.1

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

SECTION 10.1. CAPITAL IMPROVEMENTS

In the event that the City must undertake major repairs, replacement, or additions to the joint water distribution and treatment facilities or is directed or ordered by an appropriate state or federal agency to provide a higher degree of treatment in the future, or to otherwise modify the process from that contemplated at the time of execution of this Agreement, the net capital cost of such replacement or additional facilities shall be apportioned between all the parties using the facility as follows:

1. The primary mechanism anticipated for such costs is to include such debt directly into the water user fee structure. As such, all customers of the system would be equally assessed by the user fee system.

2. If treatment facility improvements are planned to be financed via non user fee assessments, then the Town shall be responsible for its proportionate share based upon the approved flow, as agreed by both parties.

SECTION 11. RECORDS AND ACCESS

Section 11.1

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

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

Section 11.2

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

Section 11.3

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

Section 11.4

Within 120 days of execution of this agreement, the Town shall provide the City with an updated master plan of the existing water mains, valves and hydrants to the City. The Town shall update said plan and resubmit to the City when additions are made to the system and/or undocumented infrastructure is identified.

SECTION 12. SEPARATE AGREEMENTS

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

SECTION 13. NOTIFICATION OF CHANGE

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

SECTION 14. TERMINATION

Section 14.1

Either party may terminate this Agreement at any time for convenience by providing the other party with ninety (90) days written notice specifying therein the termination date which shall not be sooner than ninety (90) days from the issuance of said notice.

Section 14.2

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

Section 14.3

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

SECTION 15. QUALITY

The City assumes no responsibility, obligation or liability to the Town with regard to water quality, except that the water shall be the product as provided by the City to its City users, provided, however, that the water delivered to the Town is potable, as that term is defined above.

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

SECTION 16. EMERGENCY CONDITIONS

Section 16.1

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

Section 16.2

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

Section 16.3

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

SECTION 17. MISCELLANEOUS PROVISIONS

Section 17.1

If any term or condition of this Agreement or any application thereof shall to any extent be held invalid, illegal or unenforceable by the court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Agreement shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.

Section 17.2

This Agreement shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts and the parties hereto submit to the jurisdiction of any of its appropriate courts for the adjudication of disputes arising out of this Agreement.

Section 17.3

This Agreement, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This Agreement supersedes all prior agreements, negotiations and representations, either written or oral, and it shall not be modified or amended except by a written document executed by the parties hereto.

APPENDIX A

Calculation of Flows

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

SEWAGE FLOW ESTIMATES:

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

	Gallons per Day
Single and multiple dwelling units - per bedroom	
Motels, hotels, boarding houses	110
Tennis Club - per court	250
Bowling Alley - per alley	100
Country Club - dining room - per seat	10
Country Club - snack bar or lunch room - per seat	10
Country Club - locker and showers - per locker	20
Church - per seat	3
Church - vestry/kitchen - per person at capacity	5
Trailer, dump station - per site or per trailer	50
Mobile Home Park - per site	200
Office Building - per 1,000 sq. ft.	75
Dry Goods Stores - per 100 sq. ft.	5

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

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

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

CITY OF FALL RIVER
Approved as to form:

BY:_____
Corporation Counsel

BY:_____

_____
Watuppa Water Board

BY:_____
Mayor
City of Fall River

TOWN OF WESTPORT
Board of Selectmen

BY: Antone C. Vieira

_____

_____

_____

16

City of Fall River, *In City Council*

ORDERED, that a gift of real property known as Parcel 1, consisting of portions of Lot 2, Map F-2, Lot 1 & 2, Map F-3 and Lot 20, Map F-4 as shown on the assessor's Map, Fall River, said land being described in the attached legal description, be accepted for the vital watershed management of the South Watuppa Pond, and the same be conveyed by deed to the City of Fall River in a form acceptable to Corporation Counsel and duly executed by the Honorable William A. Flanagan.

CONTROL POINT ASSOCIATES, INC.
traditional methods | modern approaches

352 Turnpike Road
Suite 201
Southborough, MA 01772
Tel. 508.948.3000
Fax 508.948.3003

MARCH 26, 2013
CM11118

METES AND BOUNDS DESCRIPTION
PARCEL 1
CITY OF FALL RIVER
BRISTOL COUNTY
COMMONWEALTH OF MASSACHUSETTS

ALL THAT PROPERTY IN FALL RIVER, MASSACHUSETTS SHOWN AS PROPOSED PARCEL 1 ON A PLAN ENTITLED "PLAN OF LAND PREPARED FOR QUEQUECHAN DEVELOPMENT, LLC" DATED MARCH 9, 2012 AND RECORDED WITH THE BRISTOL COUNTY FALL RIVER DISTRICT IN PLAN BOOK 151, PLAN 58 AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A STONE BOUND WITH A DRILL HOLE FOUND ON THE DIVIDING LINE OF MAP F-2, LOT 1 (N/F LANDS OF DIRICO FRANK INDUSTRIAL COMM & ELECTRONICS) AND MAP F-2, LOT 2 (N/F LANDS OF QUEQUECHAN DEVELOPMENT, LLC) AS SHOWN ON THE AFOREMENTIONED PLAN, SAID POINT BEING SOUTH 44 DEGREES - 23 MINUTES - 41 SECONDS EAST, A DISTANCE OF 517.92 FEET FROM A STONE BOUND WITH A DRILL HOLE FOUND ON THE WESTERLY SIDELINE OF QUEQUECHAN STREET (PUBLIC, 40 FEET WIDE), AND FROM SAID POINT OF BEGINNING RUNNING, THENCE;

1. NORTH 75 DEGREES - 06 MINUTES - 19 SECONDS EAST, A DISTANCE OF 117.99 FEET ALONG THE DIVIDING LINE OF SAID MAP F-2, LOT 1 AND PROPOSED PARCEL 1, TO A POINT, THENCE;

2. SOUTH 75 DEGREES - 44 MINUTES - 21 SECONDS EAST, A DISTANCE OF 42.75 FEET ALONG THE DIVIDING LINE OF SAID MAP F-2, LOT 1 AND PROPOSED PARCEL 1, TO A POINT ON THE WESTERLY SIDELINE OF INTERSTATE ROUTE 195 (PUBLIC, VARIABLE WIDTH, 1962 LAYOUT NO. 5264), THENCE; PROCEEDING ALONG SAID WESTERLY LINE, THE FOLLOWING THREE (3) COURSES:

3. SOUTH 15 DEGREES - 29 MINUTES - 28 SECONDS EAST, A DISTANCE OF 569.16 FEET TO A POINT OF CURVATURE, THENCE;

4. ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 1369.15 FEET, A CENTRAL ANGLE OF 25 DEGREES - 34 MINUTES - 04 SECONDS, AND AN ARC LENGTH OF 610.97 FEET, ALSO BEARING A CHORD OF SOUTH 02 DEGREES - 42 MINUTES - 26 EAST, A CHORD DISTANCE OF 605.92 FEET TO A POINT OF TANGENCY, THENCE;

5. SOUTH 10 DEGREES - 04 MINUTES - 36 SECONDS WEST, A DISTANCE OF 632.47 FEET TO A POINT ON THE NORTHERLY LINE OF BRAYTON AVENUE EXTENSION (PUBLIC, 120 FEET WIDE, 1962 LAYOUT), THENCE;

6. ALONG SAID NORTHERLY LINE, NORTH 75 DEGREES - 50 MINUTES - 32 SECONDS WEST, A DISTANCE OF 593.29 FEET TO A POINT, THENCE;

7. NORTH 26 DEGREES - 42 MINUTES - 50 SECONDS EAST, A DISTANCE OF 526.81 FEET ALONG THE DIVIDING LINE OF PROPOSED PARCEL 1 AND PROPOSED PARCEL 2, TO A POINT, THENCE;

8. NORTH 27 DEGREES - 11 MINUTES - 38 SECONDS WEST, A DISTANCE OF 420.43 FEET ALONG THE DIVIDING LINE OF PROPOSED PARCEL 2 AND PROPOSED PARCEL 1, THE NEXT FIVE (5) COURSES BEING ALONG THE DIVIDING LINE OF EXISTING LOT 2 AND EXISTING LOT 1 AS SHOWN ON THE AFOREMENTIONED PLAN, TO A POINT; THENCE;

9. NORTH 27 DEGREES - 06 MINUTES - 16 SECONDS WEST, A DISTANCE OF 273.93 FEET TO A POINT; THENCE;

10. NORTH 09 DEGREES - 46 MINUTES - 45 SECONDS EAST, A DISTANCE OF 188.55 FEET TO A POINT, THENCE;

11. SOUTH 78 DEGREES - 02 MINUTES - 07 SECONDS EAST, A DISTANCE OF 234.42 FEET TO A POINT, THENCE;

12. NORTH 45 DEGREES - 32 MINUTES - 44 SECONDS EAST, A DISTANCE OF 246.28 FEET TO A POINT, THENCE;

13. NORTH 01 DEGREES - 55 MINUTES - 44 SECONDS WEST, A DISTANCE OF 213.58 FEET TO THE POINT AND PLACE OF BEGINNING.

CONTAINING 872,038 SQUARE FEET OR 20.02 ACRES, MORE OR LESS.

CONTROL POINT ASSOCIATES, INC.

COMMONWEALTH OF MASSACHUSETTS
A. JOHN LLOYD
#38385
PROFESSIONAL LAND SURVEYOR

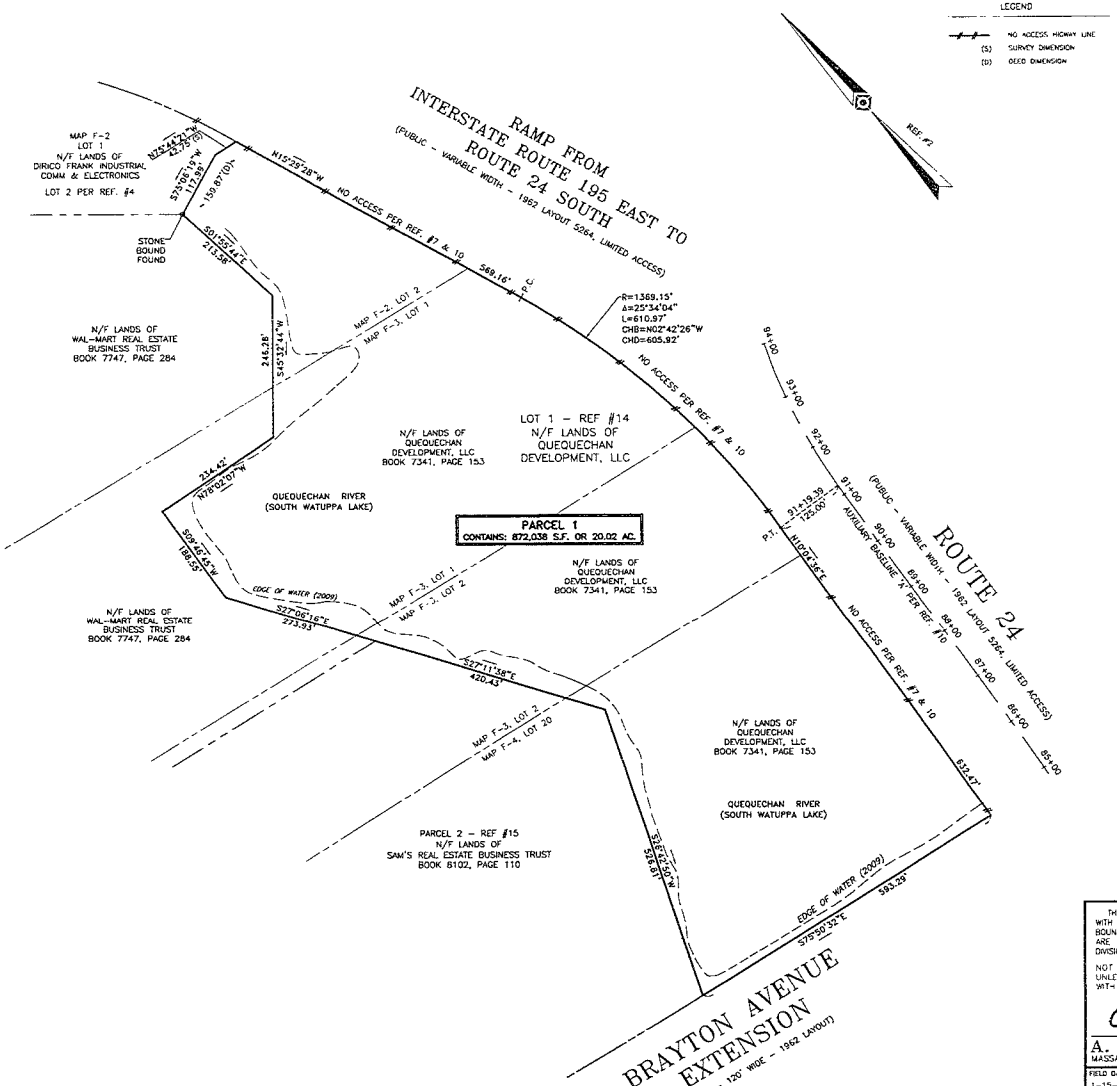
4/1/13

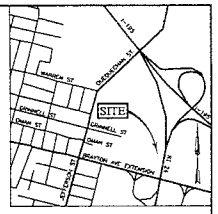
A. JOHN LLOYD — DATE
COMMONWEALTH OF MASSACHUSETTS
PROFESSIONAL LAND SURVEYOR #38385

BB/la R:\2011\CM11118-Walmart-FallRiver-MA-AJL\M&B\M&B - Parcel 1 - 3-26-13.doc

Prepared By:_____
Reviewed By:_____

FOR REGISTRY USE ONLY





LOCUS MAP
SCALE 1"=1100'

NOTES:

1. LOCUS KNOWN AS PARCEL 1, CONSISTING OF PORTIONS OF LOT 2, MAP F-2, LOT 1 & 2, MAP F-3 AND LOT 20, MAP F-4, AS SHOWN ON THE ASSESSOR'S MAP OF THE CITY OF FALL RIVER, BRISTOL COUNTY, MASSACHUSETTS
2. PARCEL 1 AREA = 872,038 S.F. OR 20.02 AC
3. IMPROVEMENTS AND UNDERGROUND UTILITIES HAVE NOT BEEN SHOWN.
4. THIS PLAN IS BASED ON INFORMATION PROVIDED BY A SURVEY PREPARED IN THE FIELD BY CONTROL POINT ASSOCIATES, INC. AND OTHER REFERENCE MATERIAL AS LISTED HEREON

REFERENCES.

1. THE TAX ASSESSOR'S MAP OF THE CITY OF FALL RIVER, BRISTOL COUNTY, MASSACHUSETTS, MAP #F-2 & F-3.
2. MAP ENTITLED, "ALTA/ACSM LAND TITLE SURVEY PLAN OF LAND IN FALL RIVER, MASS., RECORD OWNER: QUAKER FABRIC CORPORATION, LOCUS ADDRESS: 941 GRINNELL STREET," PREPARED BY SCHOFIELD BROTHERS, INC., DATED 12-14-89, REVISED 10-15-90, SHEETS 1-4 OF 4
3. MAP ENTITLED, "PLAN OF LAND IN FALL RIVER," PREPARED BY FRANCIS S. BORDEN, DATED 9-29-1943, LAND COURT PLAN #18884A, FILED WITH CERT. OF TITLE NO. 751 THE BRISTOL COUNTY REGISTRY OF DEEDS ON 4-29, 1944
4. MAP ENTITLED, "SUBDIVISION PLAN IN FALL RIVER," PREPARED BY E.J. MCCARTHY, DATED 10-10-1961, LAND COURT PLAN #18884B, SHEET 1 & 2 OF 2, FILED WITH CERT. OF TITLE NO. 751 THE BRISTOL COUNTY REGISTRY OF DEEDS ON 1-18-1962.
5. MAP ENTITLED, "SUBDIVISION PLAN IN FALL RIVER," PREPARED BY LEO W. GRENIER, DATED 8-29-1962, LAND COURT PLAN #18884C, FILED WITH CERT. OF TITLE NO. 751 THE BRISTOL COUNTY REGISTRY OF DEEDS ON 3-4-1963
6. MAP ENTITLED, "SUBDIVISION PLAN IN FALL RIVER," PREPARED BY E.J. MCCARTHY, DATED 12-18-1962 & 12-19-1962, LAND COURT PLAN #18884E, FILED WITH CERT. OF TITLE NO. 751 THE BRISTOL COUNTY REGISTRY OF DEEDS ON 7-8-1965.
7. MAP ENTITLED, "SUBDIVISION PLAN IN FALL RIVER," PREPARED BY SECKONK ENGINEERING, INC., DATED 3-16-1987, LAND COURT PLAN #18884F, FILED WITH CERT. OF TITLE NO. 751 THE BRISTOL COUNTY REGISTRY OF DEEDS ON 7-8-1965.
8. MAP ENTITLED "PLAN OF LAND IN FALL RIVER," PREPARED BY H. J. HARVEY, DATED JULY 21, 1943, AND FILED IN THE FALL RIVER DISTRICT REGISTRY OF DEEDS ON FEBRUARY 10, 1944, AS FILED MAP NO. 16831A.
9. MAP ENTITLED "PLAN OF LAND DRAWN FOR PROVIDENCE PILE FABRIC CORP., LOCATED IN FALL RIVER, MASS," PREPARED BY LEO W. GRENIER, DATED: NOVEMBER 9, 1973, AND FILED IN THE FALL RIVER DISTRICT REGISTRY OF DEEDS ON NOVEMBER 16, 1973, IN BK 58, PAGE 61
10. MAP ENTITLED "THE COMMONWEALTH OF MASSACHUSETTS PLAN OF ROAD IN THE CITY OF FALL RIVER, BRISTOL COUNTY, LAID OUT AS STATE HIGHWAY BY THE DEPARTMENT OF PUBLIC WORKS.", INTERSTATE ROUTE 195, LAYOUT NO. 5264
11. MAP ENTITLED "THE COMMONWEALTH OF MASSACHUSETTS PLAN OF ROAD IN THE CITY OF FALL RIVER, BRISTOL COUNTY, LAID OUT AS STATE HIGHWAY BY THE DEPARTMENT OF PUBLIC WORKS.", LAYOUT NO. 5467.
12. MAP ENTITLED "THE COMMONWEALTH OF MASSACHUSETTS PLAN OF ROAD IN THE CITY OF FALL RIVER, BRISTOL COUNTY, LAID OUT AS HIGHWAY BY THE DEPARTMENT OF PUBLIC WORKS," DATED: FEBRUARY 27, 1962, LAYOUT NO. 5205, SHEET 1, 2 & 3 OF 3.
13. MAP ENTITLED "PLAN OF LAND IN FALL RIVER," PREPARED BY TRI ENGINEERING, INC., DATED: NOVEMBER 19, 1973, AND FILED IN THE FALL RIVER DISTRICT REGISTRY OF DEEDS ON APRIL 3, 1975, AS FILED MAP NO. 38384A
14. MAP ENTITLED "PLAN OF LAND PREPARED FOR: QUEQUECHAN DEVELOPMENT, LLC 638 QUEQUECHAN STREET, 941 GRINNELL STREET & 80 JEFFERSON STREET, LOT 2, MAP F-2, LOTS 1 & 2, MAP F-3 AND LOT 20, MAP F-4, CITY OF FALL RIVER, BRISTOL COUNTY, COMMONWEALTH OF MASSACHUSETTS," PREPARED BY CONTROL POINT ASSOCIATES INC., DATED MARCH 14, 2011, FILED IN THE FALL RIVER DISTRICT REGISTRY OF DEEDS IN PLAN BOOK 150, PAGE 54
15. MAP ENTITLED "PLAN OF LAND PREPARED FOR: QUEQUECHAN DEVELOPMENT, LLC, 638 QUEQUECHAN STREET, 941 GRINNELL STREET & 80 JEFFERSON STREET, LOT 2, MAP F-2, LOTS 1 & 2, MAP F-3, AND LOT 20, MAP F-4, CITY OF FALL RIVER, BRISTOL COUNTY, COMMONWEALTH OF MASSACHUSETTS," PREPARED BY CONTROL POINT ASSOCIATES INC., DATED MARCH 30, 2012, FILED IN THE FALL RIVER DISTRICT REGISTRY OF DEEDS IN PLAN BOOK 151, PAGE 38.

THIS IS TO CERTIFY THAT THIS PLAN HAS BEEN PREPARED IN CONFORMITY WITH THE RULES AND REGULATIONS OF THE REGISTERS OF DEEDS. NO NEW BOUNDARY LINES ARE BEING CREATED AND THOSE SHOWN ARE EXISTING AND ARE NOT BEING CHANGED OR ALTERED AND THAT NO NEW LINES FOR DIVISION OF EXISTING OWNERSHIP OR FOR NEW WAYS ARE SHOWN

NOT A VALID ORIGINAL DOCUMENT UNLESS EMBOSSED OR STAMPED WITH A BLACK INK SEAL

4/1/13
DATE

A. JOHN LLOYD
MASSACHUSETTS PROFESSIONAL LAND SURVEYOR #38385

FIELD DATE 1-15-09	PLAN OF LAND PREPARED FOR: QUEQUECHAN DEVELOPMENT, LLC			
FIELD BOOK NO 08-11	BRAYTON AVENUE EXTENSION			
FIELD BOOK PG. 74	PORTION OF LOT 2, MAP F-2; LOTS 1 & 2, MAP F-3; AND LOT 20, MAP F-4 CITY OF FALL RIVER, BRISTOL COUNTY COMMONWEALTH OF MASSACHUSETTS			
FIELD CREW J.C./J.C.	CONTROL POINT ASSOCIATES, INC. 202 TUNPIKE ROAD, UNIT 201 SOUTHBOROUGH, MA 01772 508.945.1000 - 508.945.1005 FAX			WARREN, NJ 908.668.0004 CHALFONT, PA 215.712.9900
DRAWN: S.P.P.				
REVIEWED: R.C.B.	APPROVED: A.J.L.	DATE: 3-26-13	SCALE: 1"=100'	FILE NO. CM11118P1	DWG. NO. 1 OF 1

2

City of Fall River
Massachusetts
Office of the Mayor

WILLIAM A. FLANAGAN
Mayor

RECEIVED
2013 SEP 12 P 4:06
CITY CLERK
FALL RIVER, MA

September 10, 2012

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

Dear Honorable Council Members:

In accordance with the provisions of Chapter 44, Section 32 of the Massachusetts General Laws, I recommend the following appropriations to your Honorable Body.

1.	$563,000	That the sum of $563,000 be, and the same is, hereby appropriated from the **TAX LEVY,** to be credited to **RESERVE FUND**.
2.	$200,000	That the sum of $200,000 be, and the same is, hereby appropriated from the **TAX LEVY**, to be credited to **INSURANCE.**
3.	$30,000	That the sum of $30,000 be, and the same is, hereby appropriated from the **TAX LEVY**, to be credited to **COMMUNITY MAINTENANCE, CAPITAL OUTLAYS.**

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

Sincerely,

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
Massachusetts
Office of the Mayor

WILLIAM A. FLANAGAN
Mayor

SHAWN E. CADIME
City Administrator

RECEIVED
2013 SEP 12 P 4: 15
CITY CLERK
FALL RIVER, MA

MEMO

TO: William A. Flanagan, Mayor

FROM: Shawn E. Cadime, City Administrator

RE: Financial Appropriations

DATE: September 10, 2013

After the City's Budget was approved on June 18, 2013, the City received its finalized Cherry Sheet numbers, which provided an additional $592,979 in local aid. Also as the City begins to finalize our New Growth numbers, we have realized an additional $200,021 compared to our FY'14 budgeted New Growth number.

I am requesting that the following appropriations be made in order for the City to capture and use the additional revenue received.

- $563,000 is appropriated to the Reserve Fund in order to cover any internal transfers that may be required throughout the fiscal year.

- $200,000 is appropriated to the Insurance/Employee Benefits account to cover the City's commitment to the AFSCME bargaining unit. As you recall the City committed that if any additional revenue was received that it would reinstate funding to adjust the AFCSME Clerks pay Steps.

- $30,000 is appropriated to Community Maintenance, Capital Outlay. This money will be used to finish the maintenance and upkeep of the City's Tree Farm, which is located on Bay St. The City was a recipient of the Cities of Services Grant, which allowed the city to purchase 250 street trees at various ages. The City's goal is to plant 50 trees a year on City streets.

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

FY 14 Appropriation/Transfer Analysis

Line	Original/Revised Appropriation	Amount Transferred	New Appropriation
Reserve Fund	$ 100,000	$ 563,000	$ 663,000
Insurance	$ 41,459,844	$ 200,000	$ 41,659,844
Community Maintenance, Capital Outlays (From Tax Levy)	$ -	$ 30,000	$ 30,000

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

Krishan Gupta, City Auditor
9/10/2013

RECEIVED
2013 SEP 12 P 4: 15
CITY CLERK
FALL RIVER, MA

City of Fall River, *In City Council*

 # 1

ORDERED:

That the sum of $563,000 be, and the same is, hereby appropriated for the RESERVE from the tax levy.

City of Fall River, *In City Council*

2

ORDERED:

That the sum of $200,000 be, and the same is, hereby appropriated for the INSURANCE from the tax levy.

City of Fall River, *In City Council*

3

ORDERED:

That the sum of $30,000 be, and the same is, hereby appropriated for the COMMUNITY MAINTENANCE, CAPITAL OUTLAYS from the tax levy.

3

City of Fall River
Massachusetts
Office of the Mayor

WILLIAM A. FLANAGAN
Mayor

RECEIVED

2013 SEP 12 P 4: 39

CITY CLERK
FALL RIVER, MA

September 12, 2013

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

Honorable Members of the Council:

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

1. CPA Budget

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

Sincerely,

W. A. Flanagan

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*

APPROPRIATION ORDER

ORDERED: That the following FY 14 appropriations be provided through the Community Preservation act (CPA) revenues under MGL Chapter 44B Sections 3 to 7 in the aggregate, amounting to $315,000 be appropriated as follows

Voted: That the following sums be appropriated from the CPA Fund Annual Revenue

for CPA Administrative Expenditures	$	45,000
for CPA Open Space RESERVE		90,000
for CPA Historic Resources RESERVE		90,000
for CPA Community Housing RESERVE		90,000
TOTAL:	$	315,000

and that $315,000 be raised as follows:

CPA Revenues		315,000
	$	315,000

Note: This is the first year of CPA implementation. Total anticipated CPA revenue is $900,000. The balance of $585,000 would remain in the CPA fund as unappropriated fund balance.

4

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

August 29, 2013

RECEIVED
2013 AUG 30 A 10: 36
CITY CLERK
FALL RIVER, MA

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

Re: Changes to the Hawker and Peddler Ordinance

Dear Madame Clerk:

It appears that there is currently no mechanism by which mobile food trucks are to be inspected by the Fall River Fire Department. Where there is open burning or cooking, the proper installation of a fire suppression system or appropriate fire extinguishers for propane use, gasoline use, and open flames are necessary. Additionally, the storage of fuel for open burning or cooking should be inspected to ensure fire safety.

Specifically, it appears appropriate for the Council to authorize the Fire Department's promulgation of rules and regulations for the inspection of mobile food trucks to prevent a public safety hazard.

Therefore, in conjunction with Chief William A. Silvia, request is hereby made for the Ordinance Committee to discuss amending the Hawkers and Peddlers Ordinance to ensure fire safety for open burning or cooking and the storage of fuel on mobile food trucks.

Very truly yours,

Christy DiOrio

Christy M. DiOrio

cc: Chief William A. Silvia

City of Fall River, *In City Council*

5

(Councilor Raymond A. Mitchell)

WHEREAS, the Carousel at Battleship Cove was built by the Philadelphia Toboggan Company in 1920, and

WHEREAS, Carousel #54 was restored to its original splendor after serving children for over seventy years at Lincoln Park, and

WHEREAS, a majestic pavilion was built to house and protect it, along with allowing children to enjoy one of the few remaining wood carousels in the area, and

WHEREAS, the carousel is now closed until further notice due to building maintenance concerns and mechanical problems, now therefore

BE IT RESOLVED, that the City Council Committee on Economic Development and Tourism convene with interested parties to discuss the needs of the carousel and ways to make the necessary repairs.

City of Fall River, *In City Council*

6

(Councilor Michael L. Miozza)
(Councilor Eric Poulin)

WHEREAS, the city's Enterprise Funds submit their budgets to the Administration on March 1st, and

WHEREAS, it would be helpful for the City Council to review the revenue and expenditure estimates before receiving the city budget in June, now therefore

BE IT RESOLVED, that the Committee on Ordinances and Legislation meet to discuss creating an ordinance whereby the City Administrator must provide the City Council all Enterprise budgets by April 1st annually.

CC

13

More Than Just Insurance.

Plymouth Rock assurance℠

September 05, 2013

RECEIVED

2013 SEP -5 A 11:24

CITY CLERK FALL RIVER, MA

13- 119

Office of the City Clerk
1 Government Center Room 227
Fall River, MA 02722
Attn: Alison M. Bouchard, City Clerk

Your Insured: Fall River Public Works Dept
Address: 1 Government Center Fall River, MA 02722
Operator: Joseph Batista
Your Claim Number: **see attached**

Date of Loss: 08/12/2013
Loss Location: FALL RIVER, MA
Accident Description: **see attached – Fall River vehicle hit parked PRAC vehicle**
Our Insured: MARIA REGO
Our Claim Number: 159300960393

To Whom It May Concern:

After conducting a thorough investigation of this loss, all facts indicate that liability rests with your insured. We request reimbursement under the subrogation clause assigning us the rights of recovery for a loss to the extent that payment is made.

PHYSICAL DAMAGES	$
LOSS OF USE	$
TOTAL LOSS:	YES – final figures pending
ACTUAL CASH VALUE	$4268.29
TOW/STORAGE	$
SALVAGE	$
TOTAL PHYSICAL DAMAGES	$
BAILMENT	

We trust that this matter will be handled immediately and look forward to receiving payment within fourteen days. Please note claim number with your payment.

Thank you,

any & 2 Copies Law
1 DPW
1 CC
1 atty clerk

Jennifer Sava
Claim Service Representative
Phone: 617-951-1613
Fax: 617-526-7982

Plymouth Rock Assurance is a member of the Paperless Subrogation program

Commonwealth of Massachusetts
Motor Vehicle Crash Police Report

Date of Crash	Time of Crash	City/Town	Number Vehicles	Number Injured	Speed Limit	State Police / Local Police / MBTA Police / Other
08/12/2013	1304 24HR	Fall River	2	0	Lat. / Lon.	☐ ☒ ☐

AT INTERSECTION: | **LOCATION** | **NOT AT INTERSECTION:**

#1593009600393

1 1 Route# Direction Name of Roadway/Street

At

Route# Direction Name of Intersecting Roadway/Street

Also at Intersection with

2 1 Route# Direction Name of Intersecting Roadway/Street

Route# Direction 576 Address # MOUNT HOPE AVE Name of Roadway/Street 2 9

Feet N S E W of Mile Marker or Exit Number 2 10

Feet N S E W of Route# Intersecting Roadway/Street

Feet N S E W of Landmark 7 11

3 Please Select One of the Following: ☒ Vehicle 1 1 #Occupants ☐ Hit/Run ☐ Moped

13-1654-AC

License # S62214976 St MA DOB/Age [redacted] Reg # M83137 Reg Type DC Reg State MA

Sex M Lic. Class Lic. Restrictions CDL Endorsement Veh Year 2011 Veh Make Mack Veh Config. 97

4 1 Operator BATISTA, JOSEPH C (Last First Middle) Owner FALL RIVER PUBLIC WORKS DEPT. (Last First Middle) 1 12

Address 114 WILLIAM ST Address 1 GOVERNMENT CTR

City FALL RIVER State MA Zip 02723 City FALL RIVER State MA Zip 02722

Insurance Company CITY OF FALL RIVER (SELF) Vehicle Action Prior to Crash 10

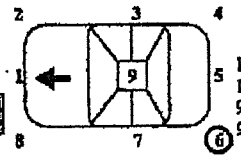
5 1 Vehicle Travel Direction: N ☒ E W Responding to Emergency? 2 Event Sequence

Citation # (If Issued) Most Harmful Event

Viol. 1: Ch/Sec/Sub / Viol. 2: Ch/Sec/Sub / Driver Contributing Code

6 1 Viol. 3: Ch/Sec/Sub / Viol. 4: Ch/Sec/Sub / Underride/Override 99 Towed 2

Damaged Area Code: (Circle Up to Three)



0 None
10 Undercarriage
11 Totaled
97 Other
99 Unknown

Please fill out for operator and all occupants involved 2 13

Name (Last First Middle)	Address	DOB/Age	Sex	26 Seat Pos.	27 Safety System	28 Airbag Status	29 Airbag Switch	30 Eject Code	31 Trap Code	32 Injury Status	33 Transp. Code	Medical Facility
Operator	See Above	---------	---	---	99	5	4	0	0	5	1	

7 1 Please Select One of the Following: ☒ Vehicle 2 0 #Occupants ☐ Non-Motorist A Type Action Location Condition ☐ Hit/Run ☐ Moped

License # St DOB/Age Reg # 51XH82 Reg Type PC Reg State MA

Sex Lic. Class Lic. Restrictions CDL Endorsement Veh Year 2001 Veh Make OLDSMOBILE Veh Config. 1

8 1 Operator Driverless M.V. (Last First Middle) Owner REGO, MARIA (Last First Middle)

Address Address 576 MOUNT HOPE AVE

City State Zip City FALL RIVER State MA Zip

Insurance Company PREMIER INS Vehicle Action Prior to Crash 11

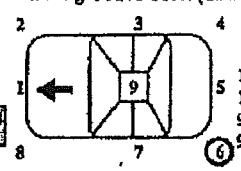
Vehicle Travel Direction: N ☒ E W Responding to Emergency? 2 Event Sequence

Citation # (If Issued) Most Harmful Event

Viol. 1: Ch/Sec/Sub / Viol. 2: Ch/Sec/Sub / Driver Contributing Code

Viol. 3: Ch/Sec/Sub / Viol. 4: Ch/Sec/Sub / Underride/Override 99 Towed 2

Damaged Area Code: (Circle Up to Three)



0 None
10 Undercarriage
11 Totaled
97 Other
99 Unknown

Please fill out for operator/non-motorist and all occupants involved

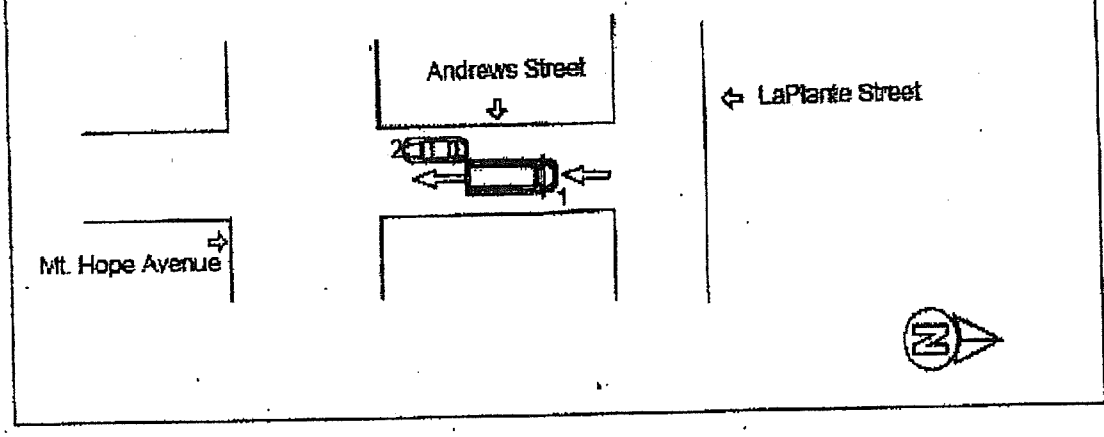
Name (Last First Middle)	Address	DOB/Age	Sex	26 Seat Pos.	27 Safety System	28 Airbag Status	29 Airbag Switch	30 Eject Code	31 Trap Code	32 Injury Status	33 Transp. Code	Medical Facility
Operator/Non-Motorist	See Above	---------	---	---								

= Direction [1] = Vehicle 1 [2] = Vehicle 2 = Pedestrian

ie: [1] [2]

Crash Diagram:

#1593009600393



If Crash Did Not Occur on a Public Way:

- ☐ Off-Street Parking Lot
- ☐ Garage
- ☐ Mall/Shopping Center
- ☐ Other Private Way

North

Crash Narrative:

The operator of vehicle 1, Joseph Batista explained that he was backing the DPW trash truck on Andrews Street to move for other vehicles in traffic. While doing so, he backed into the rear of vehicle 2, which was parked along the curb and unoccupied. He stated the collision was at a very low speed and he was not injured. The left rear quarter of Veh. 2 was damaged and the mud guard brace was damaged on Veh. 1.

Witnesses:

Name (Last,First,Middle)	Address	Phone #	Statement

Property Damage:

Owner (Last,First,Middle)	Address	Phone #	34-Type	Description of Damaged Property

Truck and Bus Information:

Registration # _____ (From Vehicle Section)

Carrier Name _____ Carrier Issuing Authority Code [35]

Address _____ City _____ St _____ Zip _____

US DOT #: _____ State Number _____ Issuing State _____ ICC #: _____ Interstate [36]

Cargo Body Type Code [37] Gross Vehicle Weight [38]

Trailer Reg #: _____ Reg Type _____ Reg State _____ Reg Year _____ Trailer Length [39]

Hazmat Information:

Placard [40] Material 1 digit # [41] Material Name _____ Material 4 digit # _____ Release code [42]

CC

RECEIVED

2013 SEP -5 A 11: 16

CITY CLERK
FALL RIVER, MA

CLAIM FORM
City of Fall River, Massachusetts

Name: Margaret McKenna 13-120

Address: 1350 North Main St.
Fall River, MA 02720

Phone #: 508-930-8634

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

Date of Incident: Winter Snowstorm/Blizzard/Feb 8&9, 2013
Time of Incident: Unknown worked 29 hours (MEMA Region II/Public Safety)
Location of Incident: 1350 North Main St., Fall River, MA

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

During winter snowstorm/blizzard on February 8&9, 2013 a large tree from North Burial Grand Crashed into my property destroying my fence and ~~front~~ vinyl siding. Please see attached pictures and estimates.

① Siding - William B. Hardy $230.00

② Fence Quality $675.00

③ Inline Fence $795.00

④ A.B.S. Fence Inc. $2408.00

*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
1 City clerk

CC

MAPFRE | Commerce INSURANCE

RECEIVED

2013 SEP -9 P 3:10

CITY CLERK 13-421
FALL RIVER, MA

August 22, 2013

City of Fall River
One Government Center Room 227
Fall River Ma 02722

RE:	Insured:	Louis A Faria	Responsible Party:	City of Fall River
	File #:	CXRV42/	Reimbursement Due:	$1,146.93
	Date of Loss:	4/29/2013	Property Damage:	$1,146.93
	Time:	11:00am	PIP Medical/Wage:	$0
	Location:	55 Forest Street, Fall River		
	Type of Loss:	Auto		

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 Worcester is responsible for damages sustained by our insured.

Attached are our supports for this loss. If you require additional documentation to investigate this claim pursuant to your statutory obligation, please contact us. If you are inclined to discuss settlement of this claim or deny this claim within the six (6) month statutory period, please forward the appropriate communication to my attention.

DCM truck struck our insured's parked vehicle.

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 $1,146.93 and be sure to note our file number to ensure proper credit.

If you have any questions, please call me at 1-800-221-1605, ext. 15639, or email me at the address below.

Thank you.

orig + 2 copies Law
1 DPW
1 CS
1 city clerk

Sincerely,

COMMERCE INSURANCE COMPANY

Kimberly Hachey
Claim Representative

Email: KHachey@MAPFREUSA.com
FAX (508) 671-3639

Enclosure(s)

CERTIFIED MAIL/RETURN RECEIPT REQUESTED AND REGULAR MAIL

14

Please join us for a public meeting on the

Route 79/Braga Bridge Improvements Project

ROUTE 79 Braga Bridge

Tuesday, September 24, 2013
7:00 pm to 9:00 pm

Heritage State Park Auditorium
200 Davol Street, Fall River

The purpose of the Route 79/Braga Bridge Improvements Project is to enhance safety and access along the Route 79 corridor and the interchange with I-195 and bring the roadway and bridges up to current standards. The project will remove the elevated section of Route 79 and build a new surface roadway to connect with Davol Street and the waterfront; rebuild the nine "spaghetti ramps" connecting Route 79 and I-195; construct two new roadways to connect with the waterfront; repair, clean and paint the Braga Bridge; and enhance pedestrian and bicycle accommodations.

Please join The Massachusetts Department of Transportation (MassDOT) at a public meeting on **September 24** to learn about the final design and construction phase of the project, which will begin this fall, and share your feedback. The project team will introduce the project and discuss the phases, schedule and traffic management plans. The presentation will conclude with a question and answer session.

Please visit the project website at www.mass.gov/massdot/route79project to sign up for email alerts and learn more about this important project. For more information, please contact Stephanie Boundy, MassDOT Public Outreach Coordinator, at (857) 368-8904 or stephanie.boundy@state.ma.us.

This meeting is accessible to people with disabilities and those with limited English proficiency. Accessibility accommodations and language services will be provided free of charge, upon request, as available. Such services include documents in alternate formats, translated documents, assistive listening devices, and interpreters (including American Sign Language). For more information or to request reasonable accommodation and/or language services please contact MassDOT's Director of Civil Rights by phone at (857) 368-8580, TTD/TTY at (857) 368-0603, fax (857) 368-0602 or by email to MASSDOT.CivilRights@dot.state.ma.us.

massDOT Massachusetts Department of Transportation Highway Division

ACCELERATED BRIDGE PROGRAM