

# City of Fall River Massachusetts

Office of the City Clerk

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2016 NOV 18 A 10:16

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

ALISON M. BOUCHARD  
CITY CLERK

INÊS LEITE  
ASSISTANT CITY CLERK

**NOVEMBER 18, 2016**  
**MEETINGS SCHEDULED FOR NEXT WEEK**  
**CITY COUNCIL CHAMBER, ONE GOVERNMENT CENTER**

**TUESDAY, NOVEMBER 22, 2016**

**AGENDA**

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

**PRIORITY MATTERS**

1. \*Mayor and order requesting acceptance of tourniquets with holders from Mechanics Cooperative Bank
2. \*Mayor and order requesting acceptance of a 2005 Chrysler Pacifica from South Coast Towing
3. \*Mayor and order approving Intermunicipal Agreements for Wastewater Treatment and Drinking Water Services with the Town of Freetown

**PRIORITY COMMUNICATIONS**

4. Traffic Commission recommending amendments to the traffic ordinances

**COMMITTEE REPORTS**

Committee on Ordinances and Legislation recommending:

First Reading:

5. \*Proposed ordinance – Taxicab rates

All readings with Emergency Preamble:

6. \*Proposed ordinance – Traffic, handicapped parking

Committee on Public Safety recommending:

Grant leave to withdraw:

7. \*Resolution – install pedestrian crossing light on Milliken Boulevard near Dunkin Donuts

**ORDINANCES** – None

**RESOLUTIONS**

8. \*Committee on Public Safety convene to discuss traffic and safety concerns near new housing development at the end of Highcrest Road
9. \*Committee on Health and Human Services convene to discuss resources available to city residents to help control feral cat population
10. \*Committee on Human Services, Housing, Youth and Elder Affairs convene to discuss repairs and renovations to Pine Street Veterans' Center

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

One Government Center • Fall River, MA 02722

TEL 508-324-2220 • FAX 508-324-2211 • EMAIL [city\\_clerks@fallriverma.org](mailto:city_clerks@fallriverma.org)

**CITATIONS** – None

**ORDERS – HEARINGS** – None

**ORDERS – MISCELLANEOUS**

11. Police Chief's report on licenses
12. Auto Repair Shop license renewal – George Moreira d/b/a George's Auto Tech LLC at 581 Pleasant Street

**COMMUNICATIONS – INVITATIONS – PETITIONS**

13. \*Claims

**City Council Committee/Meeting Minutes:**

14. \*City Council Public Hearings – November 8, 2016
15. \*Committee on Finance – November 8, 2016
16. \*Committee on Real Estate – October 11, 2016
17. \*Committee on Ordinances and Legislation – November 9, 2016

**BULLETINS – NEWSLETTERS – NOTICES**

18. Notice of Casualty and Loss at 320 Third Street

  
City Clerk



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

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2016 NOV 15 P 1:09

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

**JASIEL F. CORREIA II**  
*Mayor*

November 15, 2016

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

Dear Members of the City Council:

It is respectfully requested that the City Council approve acceptance of a donation from Mechanics Cooperative Bank.

Mechanics Cooperative Bank has offered to purchase 230 tourniquets with holders to be issued to each Fall River police officer.

An officer recently used a tourniquet to save the life of a shooting victim. Tourniquets are not standard issue but in these days and times it has become a necessity.

These tourniquets will provide added options to address traumatic injuries received not only by the public but by the officers themselves.

Your expeditious approval is appreciated so that we may purchase and issue the tourniquets as soon as possible.

Best Regards,

Jasiel F. Correia II  
Mayor

# City of Fall River, *In City Council*

ORDERED, that under the provisions of M.G.L. Chapter 44, Section 53A, the Fall River Police Department be and the same is hereby authorized to accept a gift of 230 tourniquets with holders to be issued to each police officer from the Mechanics Cooperative Bank.



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

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2016 NOV 16 P 2:59

TY CLERK \_\_\_\_\_  
FALL RIVER, MA

**JASIEL F. CORREIA II**  
*Mayor*

November 16, 2016

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

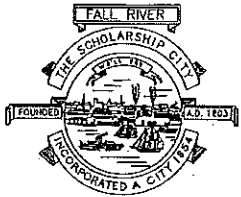
Dear Members of the City Council:

It is respectfully requested that the City Council approve acceptance of a donation of a 2005 Chrysler Pacifica to the Fall River Police Department.

Our thanks to Mr. Christopher Medeiros of South Coast Towing in New Bedford, Massachusetts for this generous contribution.

Best Regards,

Jasiel F. Correia II  
Mayor



City of Fall River, Massachusetts  
Police Department  
Office of the Chief of Police

Albert F. Dupere  
Deputy Chief of Police

2016 NOV 16 P 2:59

CITY CLERK  
FALL RIVER, MA

685 Pleasant St.  
Fall River, MA 02721  
Tel: 508-324-2787  
Fax: 508-324-2809  
TDD: 508-324-2790

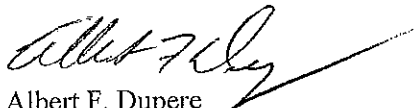
November 15, 2016

Honorable Jasiel Correia  
Mayor of Fall River  
One Government Center  
Fall River, Ma 02722

Dear Mayor Correia,

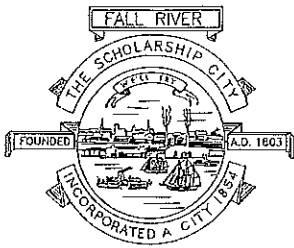
I am writing to request permission to accept a donation from Mr. Christopher Medeiros of South Coast Towing in New Bedford, MA. Mr. Medeiros has offered to donate a 2005 Chrysler Pacifica to the Fall River Police Department's Vice and Intelligence Unit for use by the K-9 Officer assigned to that unit. The vehicle has approximately 127,900 miles and is valued at \$2,200. Thank you for your consideration of this request.

Sincerely,

  
Albert F. Dupere  
Acting Chief of Police

# City of Fall River, *In City Council*

ORDERED, that under the provisions of M.G.L. Chapter 44, Section 53A, the Fall River Police Department be, and the same is hereby authorized to accept a gift of a 2005 Chrysler Pacifica from South Coast Towing located in New Bedford, Massachusetts.



City of Fall River  
Massachusetts  
Office of the Mayor

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RECEIVED

2016 NOV 17 P 2:12

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

JASIEL F. CORREIA II  
Mayor

November 17, 2016

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

Dear Councilors:

It is respectfully requested that the attachments as approved by the Water Board and the Sewer Commission be reviewed and approved.


The attachments include the following:

1. New Intermunicipal Agreement for Wastewater Treatment with the Town of Freetown.
2. New Intermunicipal Agreement for Drinking Water Services with the Town of Freetown.

The existing agreements have expired. The new agreements include the concepts discussed with the City Council in 2014 and as included in the Tiverton Agreements approved by the City Council in 2015.

Please contact me or Terrance Sullivan if you need further information.

Respectfully,

  
Jasiel F. Correia II  
Mayor

Attachments



# City of Fall River, *In City Council*

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ORDERED, that the Mayor, through the Watuppa Water Board and the Fall River Sewer Commission, be and the same is hereby authorized to enter into the attached amendments to the Intermunicipal Agreements for wastewater treatment and drinking water services between the City of Fall River and the Town of Freetown.

**ITEM #1**

**Intermunicipal Agreement Freetown  
For Wastewater Treatment**

**AGREEMENT FOR WASTEWATER TREATMENT  
BETWEEN  
CITY OF FALL RIVER, MASSACHUSETTS  
AND THE TOWN OF FREETOWN, MASSACHUSETTS**

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2016, by and between the City of Fall River, a Municipal Corporation within the Commonwealth of Massachusetts, in the County of Bristol, acting through its Sewer Commission, hereinafter called the "City", party of the first part, and the Town of Freetown, , a Municipal Corporation within the Commonwealth of Massachusetts, in the County of Bristol, acting through its Board of Water Commissioners and Board of Selectmen, hereinafter called the "Town", party of the second part, and

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

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

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

**SECTION 1. DEFINITIONS**

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

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

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

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

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

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

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

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

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

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

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

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

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

## **SECTION 2. RESPONSIBILITIES OF CITY**

### **Section 2.1**

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

### **Section 2.2**

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

## SECTION 3. RESPONSIBILITIES OF THE TOWN

### Section 3.1

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

### Section 3.2

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

### Section 3.3

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

### Section 3.4

As the City has implemented a federally approved Industrial Pretreatment Program and retains the responsibility to protect the Treatment Facility and receiving waters from industrial interference, the Town shall convey the right to the City to take appropriate legal action against any system user to enforce compliance with the Town's Sewer Use Ordinance. This includes, but is not limited to requiring industrial users to self monitor their discharge and report the results of Self Monitoring activities to the City as prescribed in the industrial user's Discharge Permit; install the proper pretreatment systems if necessary; to submit to inspections for the purpose of

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documenting compliance; to allow the City to issue industrial discharge permits; and to levy fines or terminate discharge rights for continued non-compliance. All significant industrial users shall obtain and maintain an industrial discharge permit with the city and any other applicable permits.

#### Section 3.5

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

#### Section 3.6

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

#### Section 3.7

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

### SECTION 4. TERM

The term of this Agreement shall continue for 20 years from the date of execution. At the end of the 20 year term; the Agreement shall continue from year to year thereafter until a new Agreement is executed. Provided, however, that either party may terminate the same on December 31 of any year by giving written notice on or before June 30 of such year. Given the infrastructure investment, the critical public health and environmental protection issues related to this agreement; it is the intent of both parties to work to keep this agreement and future amendments continuous for the protections noted herein.

### SECTION 5. IMPLEMENTATION

#### Section 5.1

The City agrees to provide wastewater treatment facilities with a portion of the capacity allocated to treat wastewater from the Town. The capacity allocated to the Town is 220,000 GPD of average daily flow in any month and a peak flow not to exceed 660,000 gallons in any day.

As delineated in section 6; connection fees shall only be assessed to new construction and expansion.

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Current flow estimates are as follows:

ISP	90,000 GPD
Churchill & Banks/Stop & Shop Freetown	100,000 GPD
Other Town Use	30,000 GPD

This capacity limit can be modified by mutual agreement and addenda to the agreement.

## SECTION 6. IMPACT FEE TO NEW USERS

### Section 6.1

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

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

## SECTION 7. PAYMENTS: OPERATION MAINTENANCE

### Section 7.1

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

- a.) Beginning in the first full fiscal year after the execution of this Agreement, the Town guarantees that 30,000,000 gallons per fiscal year (40,106 ccf/year) shall be purchased and paid for regardless of use at the current rate of \$8.18/ccf. The fiscal year shall be July 1 to June 30. This rate is 55% above the standard rate charged to Fall River customers ( $\$5.28/\text{ccf} \times 1.55 = \$8.18/\text{ccf}$ ). If user charges identified in Section 74 of Appendix A of the Fall River Revised Ordinances are increased or decreased, the Town rate shall be increased or decreased by the same proportionate percent.

- 3
- b.) For sewer discharge above 30,000,000 gallons per fiscal year, the Town shall pay at a rate that is 5% above the rate charged to Fall River customers. The current Fall River rate is \$5.28/ccf, therefore the rate charged to the Town would be \$5.54/ccf ( $\$5.28/\text{ccf} \times 1.05 = \$5.54/\text{ccf}$ ). If user charges identified in Section 74 Appendix A of the Fall River Revised Ordinances are increased or decreased, the Town rate shall be increased or decreased by the same proportionate percent.
  - c.) Said 30,000,000 gallons per fiscal year (40,106 ccf/year) shall be cumulative over the fiscal year and not mandated on a monthly basis.
  - d.) Billing frequency will be quarterly. Billing frequency can be increased to monthly upon agreement by the City and the Town.
  - e.) The Town's guarantee to purchase at least 30,000,000 gallons per fiscal year is based, in part, upon the sewer needs of a number of large commercial customers, as noted in Section 5 hereof. The parties recognize that the Town would not be able to purchase 30,000,000 gallons of sewer per fiscal year if one or more these commercial customers were to cease or substantially decrease their operations and sewer usage. In such event, the City and the Town shall meet to amend section 7.1.1, a. to reduce the minimum volume requirement by an amount commensurate with the reduction in sewer usage resulting from the cessation or substantial reduction in such commercial customer(s)'s operations. Substantial decrease shall mean 50% or more of the large commercial customer's historical average daily flow.

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

## **SECTION 8. MEASUREMENT OF FLOW AND SAMPLING OF WASTEWATER**

### **Section 8.1**

8.1.1 The volume of flow used in computing the Town's payments shall be based upon readings obtained by suitable flow measurements and recording devices (subject to approval by the City) operated and maintained by the Town. Alternative flow measurement or billing mechanisms can be discussed by the City and the Town however final approval of any method is controlled by the City.



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

## Section 8.2

The City and Town hereby agree that the determination of character and concentration of wastewater and the associated sampling technique shall be in accordance with the latest edition of "Standard Methods for the Examination of Water and Wastewater" published jointly by the Public Health Association (APHA), the American Water Works Association (AWWA) and the Water Environment Federation (WEF), or any other method mutually agreed upon by the City and Town.

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

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

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

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

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

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

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

## SECTION 9. RESERVED

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## **SECTION 10. CAPITAL IMPROVEMENTS**

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

## **SECTION 11. RECORDS AND ACCESS**

### **Section 11.1**

The City and 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 sewers, schematics of all connections to sewer, building permits for all facilities connected to sewer, and documents regarding proper operation and maintenance of the Town's sewers.

### **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 each other's wastewater systems.

## **SECTION 12. SEPARATE AGREEMENTS**

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

## **SECTION 14.            TERMINATION**

### **Section 14.1**

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

### **Section 14.2**

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

### **Section 14.3**

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

## **SECTION 15.            AMENDMENTS**

### **Section 15.1**

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

**SECTION 16. TOWN BOUNDARIES**

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

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

**SECTION 17. AGREEMENT REPLACEMENT**

This Agreement replaces the prior Agreement with the Town of Freetown; ISP Freetown Fine Chemicals; Churchill & Banks and S & S Freetown dated April 30, 2003. The Town of Freetown has taken all proper legal actions to remove ISP Freetown Fine Chemicals; Churchill & Banks and S & S Freetown as signatories to this agreement.

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**

**TOWN OF FREETOWN**

Approved as to form:

BY: \_\_\_\_\_  
Corporation Counsel

BY: \_\_\_\_\_

BY: \_\_\_\_\_  
\_\_\_\_\_

BY: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Fall River Sewer Commission

\_\_\_\_\_  
Freetown Board of Water Commissioners

BY: \_\_\_\_\_  
Mayor  
City of Fall River

## APPENDIX A

### Calculation of Flows

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

### **SEWAGE FLOW ESTIMATES:**

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

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

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

**ITEM #2**

**Intermunicipal Agreement Freetown  
For Drinking Water Services**

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

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2016, 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 Freetown, a Municipal Corporation within the Commonwealth of Massachusetts in the County of Bristol, acting through its Board of Water Commissioners and Board of Selectmen, hereinafter called the "Town", as party of the second part;

WHEREAS, the City owns and operates a treatment works in order to treat and supply, potable water to the 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 to an 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 as defined by the Federal Clean Water Act. This word is not used to encompass existing or new regulations related to contaminants that may increase with the age of the water, such as THM's.

1.1.9 "THM's" means trihalomethanes.

## **SECTION 2. RESPONSIBILITIES OF CITY**

### **Section 2.1**

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

### **Section 2.2**

The City shall treat, transport and deliver potable water to the 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 may be amended, and to ensure conformity with the requirements of any agency of the City, the Commonwealth of Massachusetts, or any other governmental agency which 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, such as metering of fire protection lines.

### 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 Parties agree to work cooperatively with one another related to any infrastructure (i.e. water mains or service connections) that may cross Town boundaries both in land agreements (i.e. easements) and access for maintenance.

## SECTION 4. TERM

The term of this Agreement shall continue for 20 years from the date of execution. At the end of the 20 year term, the agreement shall continue from year to year thereafter. Provided, however, that either party may terminate the same effective December 31 of any year by giving written notice on or before June 30 of such year. Given the infrastructure investment, the critical public health and environmental protection issues related to this agreement, it is the intent of both parties to work to keep this agreement and future amendments continuous for the protections noted herein.

## SECTION 5. IMPLEMENTATION

### Section 5.1

The City agrees to provide potable water with a portion of the capacity allocated to the Town. The capacity allocated based on pre-existing use and prior agreements is 220,000 GPD (80,300,000 gallons per year). As delineated in section 6; connection fees shall only be assessed to new construction and expansion.

Current flow estimates are as follows:

ISP	90,000 GPD
Stop & Shop Freetown	100,000 GPD
Crystal Springs	10,000 GPD
Other Town Use	20,000 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 except for new construction and expansion as noted above shall be exempt from this Section. Existing residential and commercial property shall be exempt from this section except for major expansion of existing commercial property. The flow estimates assigned to ISP; Stop & Shop Freetown and Crystal Springs are exempt from this section. Municipal buildings shall be exempt from this section.

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

## SECTION 7. PAYMENTS: OPERATION MAINTENANCE

### Section 7.1

7.1.1 The Town shall make 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 on a per gallon basis at a rate as follows:

- a.) Beginning in the first full fiscal year after execution of this Agreement, the Town guarantees that 48,000,000 gallons per fiscal year (64,171 ccf/year) shall be purchased and paid for regardless of use at the current rate of \$4.45/CCF. The fiscal year shall be July 1 to June 30. This rate is 55% above the standard rate charged to Fall River customers (\$2.87/ccf times 1.55 = \$4.45/ccf). If user charges identified in Section 74-353 of Appendix A of the Fall River Revised Ordinances are increased or decreased, the Town rate shall be increased or decreased by the proportionate percent.
- b.) For water use above 48,000,000 gallons per fiscal year, the Town shall pay at a rate that is 5% above the standard rate charged to Fall River customers which currently would be a rate of \$3.01/ccf ( $\$2.87/\text{ccf} \times 1.05 = \$3.01/\text{ccf}$ ). If user charges identified in Section 74-353 Appendix A of the Fall River Revised Ordinances are increased or decreased, the Town rate shall be increased or decreased by the proportionate percent.
- c.) Said 48,000,000 gallons per fiscal year (64,171 ccf/year) shall be cumulative over the fiscal year and not mandated on a monthly basis.

- d.) Billing frequency will be quarterly. Billing frequency can be increased to monthly upon agreement by the City and the Town.
- e.) The Town's guarantee to purchase at least 48,000,000 gallons per fiscal year is based, in part, upon the water needs of a number of large commercial customers, as noted in Section 5 hereof. The parties recognize that the Town would not be able to purchase 48,000,000 gallons of water per fiscal year if one or more these commercial customers were to cease or substantially decrease their operations and water usage. In such event, the City and the Town shall meet to amend section 7.1.1, a. to reduce the minimum volume requirement by an amount commensurate with the reduction in water usage resulting from the cessation or substantial reduction in such commercial customer(s)'s operations. Substantial decrease shall mean 50% or more of the large commercial customer's historical average daily flow.

- 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(s). 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 for the master meters at the Town lines or any individual accounts that are billed directly by the City.
- 7.1.6 The Town and the City shall implement a policy to credit costs for water used for operation and maintenance of the Town's Water Distribution System for hydrant flushing and other approved maintenance uses. Said policy is attached as Appendix B. Said policy may be modified by approval of both the City and the Town. Use of said policy must be fully documented.

## SECTION 8. MEASUREMENT OF FLOW

### 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). The City shall be responsible for supplying and maintaining the two master meters to obtain accurate flow readings at the City line on South Main Street and Innovation Way.

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

## **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.**

This agreement replaces the prior agreement dated April 30, 2003.

## **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, service connection cards to the water system 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**

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

### **Section 11.4**

The 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**

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

### **Section 14.2**

There shall be no circumstances under which the City will be obligated to return to the 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. The City acknowledges that it is required to comply with applicable EPA and Massachusetts DEP regulations.

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

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

**SECTION 16. EMERGENCY CONDITIONS**

**Section 16.1**

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

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**

**TOWN OF FREETOWN**

Approved as to form:

BY: \_\_\_\_\_  
Corporation Counsel

BY: \_\_\_\_\_

BY: \_\_\_\_\_

BY: \_\_\_\_\_

\_\_\_\_\_  
Watuppa Water Board

\_\_\_\_\_  
Freetown Board of Water Commissioners

3

BY: \_\_\_\_\_  
Mayor  
City of Fall River



3


## APPENDIX A

### Calculation of Flows

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

#### WATER FLOW ESTIMATES:

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



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

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

3

APPENDIX B

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

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

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

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

For scheduled hydrant flushing maintenance:

- The Town shall notify the Fall River Water Division.
- The Town and/or its assigned contractor shall record the master meter readings at the start and finish of the hydrant flushing; date(s); the start/finish times and the number of hydrants flushed.
- The Town shall submit said data to Fall River. Said data sheet shall be signed by the operator conducting the flushing operation and a Town Official.
- Fall River shall calculate the water usage during the flushing operation and assign a credit value of 100% of said flushing. This credit is expected to cover the hydrant flushing only and not for normal use by the Town. Said credit shall be applied to the Town's accounts in the Fall River MUNIS billing system.
- Hydrant flushing and other approved maintenance flows for credit shall not exceed 220,000 gallons per day.
- Fall River and the Town reserve the right to question the data and calculations if said data is not consistent with historical use. Fall River and the Town shall meet to resolve any such questions if they arise. Section 14.1 of the agreement applies if the questions cannot be resolved.

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

## CITY OF FALL RIVER

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5

To the City Council

Councillors:

The Committee on Ordinances and Legislation, at a meeting held on November 9, 2016, voted unanimously to recommend that the accompanying proposed ordinance be passed through first reading.

*Cullen A. Taylor*  
Clerk of Committees

# City of Fall River, *In City Council*

5

(Committee on Ordinances and Legislation)

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

That Chapter 78 of the Revised Ordinances of the City of Fall River, Massachusetts, 1999, which chapter relates to Vehicles for Hire, be amended as follows:

By striking out in Section 78-33, subsection (b), which subsection relates to taxicab rates, in its entirety and inserting in place thereof, the following:

(b) The rate of fare shall be uniform for all licensed taxicabs and shall be as follows:

- (1) On the drop..... \$3.00
- (2) Plus, each additional one tenth mile or fraction thereof..... \$ .30

The charge for a taxicab hired on an hourly basis shall be \$30.00 per hour in lieu of any other rate listed in this section.

## CITY OF FALL RIVER

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To the City Council

Councillors:

The Committee on Ordinances and Legislation, at a meeting held on November 9, 2016, voted unanimously to recommend the accompanying proposed ordinance, accompanied by an emergency preamble, be passed through first reading, second reading, passed to be enrolled and passed to be ordained.

  
Clerk of Committees

**EMERGENCY PREAMBLE**

**WHEREAS, the immediate passage of the accompanying proposed ordinance is deemed necessary inasmuch as it vitally affects the health and safety of the public, now therefore**

**BE IT RESOLVED, that said ordinance is hereby deemed an emergency measure in accordance with the provisions of Chapter 43, Section 20 of the Massachusetts General Laws.**

# City of Fall River, *In City Council*

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

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

By inserting in Section 70-387, which section relates to handicapped parking, in proper alphabetical order the following:

Broad Street, south side, starting at a point 114 feet west of Shove Street, for a distance of 20 feet westerly

Diman Street, west side, starting at a point 112 feet south of Division Street, for a distance of 20 feet southerly

Goss Street, west side, starting at a point 101 feet north of County Street, for a distance of 20 feet northerly

Hambly Street, east side, starting at a point 140 feet south of Globe Street, for a distance of 20 feet southerly

High Street, west side, starting at a point 61 feet north of Franklin Street, for a distance of 20 feet northerly

Mulberry Street, west side, starting at a point 74 feet north of William Street, for a distance of 20 feet northerly

Oliver Street, south side, starting at a point 84 feet east of Broadway for a distance of 20 feet easterly

Oxford Street, west side, starting at a point 273 feet north of Cambridge Street, for a distance of 20 feet northerly

Seabury Street, west side, starting at a point 51 feet north of Pine Street, for a distance of 20 feet northerly

Slade Street, south side, starting at a point 27 feet west of Vale Street, for a distance of 20 feet westerly

Snell Street, south side, starting at a point 55 feet east of York Street, for a distance of 20 feet easterly



## CITY OF FALL RIVER

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7

To the City Council

Councillors:

The Committee on Public Safety, at a meeting held on November 16, 2016, voted unanimously to recommend that the accompanying resolution be granted leave to withdraw.

  
Clerk of Committees

(Councilor Michael L. Miozza)

WHEREAS, Milliken Boulevard is a highly traveled street, and

WHEREAS, there are many businesses and residents in this area, and

WHEREAS, the traffic in the area of Dunkin Donuts, The Fall River Municipal Credit Union and the exit ramp from Interstate 195 makes crossing Milliken Boulevard treacherous, now therefore

BE IT RESOLVED, that the Traffic Division as well as the Department of Community Maintenance, Mass Highway and concerned citizens be invited to a future meeting of the City Council Committee on Public Safety to discuss the possibility of installing a pedestrian crossing light at this location.

In City Council, May 14, 2013  
Adopted

A true copy. Attest:

*Alison M. Bouchard*

City Clerk

*City of Fall River, In City Council*

8

(Councilor Raymond A. Mitchell)

WHEREAS, a new housing development is under construction at the end of Highcrest Road, and

WHEREAS, this development will consist of approximately sixty-two new homes, and

WHEREAS, these homes will generate a significant amount of traffic, now therefore

BE IT RESOLVED, that the Committee on Public Safety convene to discuss the ability of Highcrest Road to accommodate the additional amount of traffic that will be generated.

# City of Fall River, *In City Council*

9

(Councilor Pam Laliberte-Lebeau)

WHEREAS, feral cats are abundant in the City of Fall River, and

WHEREAS, there are several different organizations who work on trapping, spaying, neutering and administering medical care to feral cats, now therefore

BE IT RESOLVED, that the Committee on Health and Human Services convene with representatives from the Fall River Coalition for Animal Awareness and Fall River Animal Control to discuss the resources available to city residents to help control the feral cat population.

# City of Fall River, *In City Council*

10

(Councilor Pam Laliberte-Lebeau)

WHEREAS, the Fall River Veterans' Center located at 755 Pine Street is in dire need of repairs, and

WHEREAS, the roof leaks are increasing in severity and there are multiple broken windows that allow rain and snow into the building, including offices used to assist disabled veterans, now therefore

BE IT RESOLVED, that the Committee on Human Services, Housing, Youth and Elder Affairs convene with the Director of Buildings and Grounds, Director of Veterans' Services and representatives from the Fall River Veterans' Center to discuss plans for repairs and renovations, and

BE IT FURTHER RESOLVED, that these repairs be made a priority as our veterans have given so much for our country.



13

RECEIVED

City of Fall River  
Notice of Claim

2016 NOV -4 A 10: 36

TY CLERK #116-120  
FALL RIVER, MA

1. Claimant's name: Geraldine Powers
2. Claimant's complete address: 28 Algerine St., Berkley, Ma 02779
3. Telephone number: Home: 5085581312 Work: 5086732910
4. Nature of claim: (e.g., auto accident, slip and fall on public way or property damage):  
Tire sliced due to pot hole and raised manhole cover
5. Date and time of accident: 10/24/2016 @ 7:30 A.M. Amount of damages claimed: \$ 222.06
6. Exact location of the incident: (include as much detail as possible):  
North Main St., Across from Animal Control
7. Circumstances of the incident: (attach additional pages if necessary):  
I could not avoid hitting the pothole with a manhole cover that was raised due to the Construction taking place on North Main St.  
When I hit the pothole it sliced my tire causing a flat on my commute to work, I did in fact have to purchase a new tire. I am seeking  
reimbursement for the damages the City Street caused to my tire.. I have enclosed the bill for the tire..  
Thank you
8. Have you submitted a claim to any insurance company for damages arising from this incident? If so, name and address of insurance company: ☐ Yes ☒ No

x

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

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

Date: 10/26/2016

Claimant's signature: Geraldine Powers

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

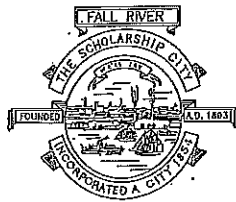
**Return this from to : City Clerk, 2<sup>nd</sup> Fl., One Government Center, Fall River, MA 02722**

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

For official use only:

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

Date: 11/4/16



13

RECEIVED

City of Fall River  
Notice of Claim

2016 NOV -4 P 2:19

CITY CLERK #16-121  
FALL RIVER, MA

1. Claimant's name: Alexis Mae Tertinek
2. Claimant's complete address: 195 Admiral Kalbfus rd apt 10C
3. Telephone number: Home: 401-835-4929 Work: \_\_\_\_\_
4. Nature of claim: (e.g., auto accident, slip and fall on public way or property damage):  
auto accident / property damage
5. Date and time of accident: 10/08/2016 Amount of damages claimed: \$ \_\_\_\_\_
6. Exact location of the incident: (include as much detail as possible):  
The corner of Rodman street and Fourth St
7. Circumstances of the incident: (attach additional pages if necessary):  
The on ramp to tiverton was closed and my gps had me keep going around back to that onramp, so I took a side street hoping it would lead me to a main road. As I was looking at my gps.
8. Have you submitted a claim to any insurance company for damages arising from this incident? If so, name and address of insurance company: ☒ Yes ☐ No  
National General (but I do not have collision so it was not covered)

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

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

Date: 10/24/2016

Claimant's signature: [Signature]

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

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

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

For official use only:

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

Date: 11/4/16



RECEIVED

2016 NOV 15 P 1:38

City of Fall River  
Notice of ClaimCITY CLERK 16-122  
FALL RIVER, MA

1. Claimant's name: Valerie Dash / John Pereira
2. Claimant's complete address: 84 Doyle St.
3. Telephone number: Home: 508-673-0960 Work: \_\_\_\_\_
4. Nature of claim: (e.g., auto accident, slip and fall on public way or property damage):  
Auto Accident
5. Date and time of accident: 9.8.16 12:27pm Amount of damages claimed: \$ getting estimate
6. Exact location of the incident: (include as much detail as possible):  
President Ave.
7. Circumstances of the incident: (attach additional pages if necessary):  
See attached
8. Have you submitted a claim to any insurance company for damages arising from this incident? If so, name and address of insurance company: ☒ Yes ☐ No  
Plymouth Rock

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

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

Date: 11/15/16Claimant's signature: [Signature]

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

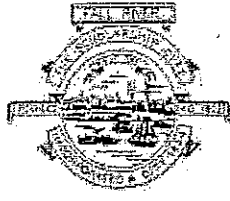
**Return this from to : City Clerk, 2<sup>nd</sup> Fl., One Government Center, Fall River, MA 02722**

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

For official use only:

Copies forwarded to: ☒ City Clerk ☒ Law ☒ City Council ☐ City Administrator ☒ PoliceDate: 11/15/16





RECEIVED

2016 NOV 15 P 2:26

City of Fall River  
Notice of Claim

CITY CLERK #16-123  
FALL RIVER, MA

1. Claimant's name: Paula Scott
2. Claimant's complete address: 104 William St. 3rd Fl Fall River, Ma. 02721
3. Telephone number: cell 760-224-5769 Home: 774-488-3684 Work: 774-488-3684
4. Nature of claim: (e.g., auto accident, slip and fall on public way or property damage):  
Trip + Fall on public way
5. Date and time of accident: 10/24 5:15 pm Amount of damages claimed: \$1729.75
6. Exact location of the incident: (include as much detail as possible): Ferry St. Fall River.  
1/4 of the way up street from corner of William St / Bay St. on right side of street
7. Circumstances of the incident: (attach additional pages if necessary): By the fire hydrant  
on Oct 24 2016 at 5:15 pm I took my neighbors puppy for  
a walk on Ferry St. in Fall River. I walked about 5 minutes  
and because of all the traffic, I was walking on the right  
side of the sidewalk to keep the puppy away from the street,
8. Have you submitted a claim to any insurance company for damages arising from this incident? If so, name and address of insurance company: continued on next page  
☐ Yes ☒ No

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

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

Date: Nov 15 2016

Claimant's signature: Paula Scott

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

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

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

For official use only:	
Copies forwarded to: <input checked="" type="checkbox"/> City Clerk <input checked="" type="checkbox"/> Law <input checked="" type="checkbox"/> City Council <input type="checkbox"/> City Administrator <input checked="" type="checkbox"/> DPW	Date: <u>11/15/16</u>



Council  
13

RECEIVED

City of Fall River  
Notice of Claim

2016 NOV 16 P 4:33

CITY CLERK 16-124  
FALL RIVER, MA

1. Claimant's name: MARC FAUCI
2. Claimant's complete address: 463 NANAQUAket Road Tiverton RI 02878
3. Telephone number: Home: 401 816-5990 Work: 617 957-4617
4. Nature of claim: (e.g., auto accident, slip and fall on public way or property damage):  
Tire Blowout on Tucker St. Pothole
5. Date and time of accident: 11.12.16 Amount of damages claimed: \$ 277.00
6. Exact location of the incident: (include as much detail as possible):  
Tucker St. FALL RIVER
7. Circumstances of the incident: (attach additional pages if necessary):  
Poorly marked construction hole  
blocking 1 LANE on Tucker St.  
WAS not able to drive around hole  
due to oncoming traffic
8. Have you submitted a claim to any insurance company for damages arising from this incident? If so, name and address of insurance company: ☐ Yes ☒ No

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

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

Date: 11.16.16

Claimant's signature: Marc Fauci

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

**Return this from to : City Clerk, 2<sup>nd</sup> Fl., One Government Center, Fall River, MA 02722**

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

For official use only:

Copies forwarded to: ☒ City Clerk ☒ Law ☒ City Council ☐ City Administrator ☐ DCM Date: NOV 16 2016

**CITY COUNCIL PUBLIC HEARINGS**

MEETING: Tuesday, November 8, 2016 at 5:45 p.m.  
Council Chamber, One Government Center

PRESENT: President Shawn E. Cadime, presiding;  
Councilors Richard Cabeceiras, Joseph D. Camara,  
Steven A. Camara, Pam Laliberte-Lebeau, Stephen R. Long,  
Raymond A. Mitchell, Linda M. Pereira and Cliff Ponte

ABSENT: None

IN ATTENDANCE: None

The President called the meeting to order at 5:45 p.m. and announced that the meeting may be recorded with audio or video and transmitted through any medium and that the purpose of the hearing was to hear all persons interested and wishing to be heard on the following:

Curb Removal:

Nelson Antunes, 985 Ray Street, requests the removal of 17.5 feet of curbing with an existing 11.7 foot driveway for a total of 29.2 feet at 985 Ray Street to allow for additional vehicles to have on-site parking.

*On a motion made by Councilor Raymond A. Mitchell and seconded by Councilor Cliff Ponte, it was unanimously voted that the hearing be opened. The President then directed the proponents to be heard and there were no proponents. The President then directed the opponents to be heard and there were no opponents. On a motion made by Councilor Raymond A. Mitchell and seconded by Councilor Cliff Ponte, it was unanimously voted to close the hearing.*

*On a further motion made by Councilor Raymond A. Mitchell and seconded by Councilor Cliff Ponte, it was unanimously voted to adjourn at 5:47 p.m.*

List of documents and other exhibits used during the meeting:

Agenda packet (attached)  
CD and DVD of meeting

A true copy. Attest:

*Alison M. Bauchard*

City Clerk

## COMMITTEE ON FINANCE

MEETING: Tuesday, November 8, 2016 at 6:00 p.m.  
Council Chamber, One Government Center

PRESENT: President Shawn E. Cadime, presiding;  
Councilors Richard Cabeceiras, Joseph D. Camara,  
Steven A. Camara, Pam Laliberte-Lebeau, Stephen R. Long, Raymond A.  
Mitchell, Linda M. Pereira and Cliff Ponte

ABSENT: None

IN ATTENDANCE: Cathy Ann Viveiros, City Administrator  
Mary L. Sahady, Director of Financial Services  
Robert Smith, Harbormaster

The chair called the meeting to order at 6:00 p.m. and announced that the meeting may be recorded with audio or video and transmitted through any medium.

In accordance with a resolution adopted, as amended May 8, 2012, allowing persons to address the Council for a period of three minutes prior to the beginning or at the conclusion of business in the Committee on Finance, the following persons spoke on the subjects listed:

Before Discussion of Financial Matters:

Anthony Russo, 67 Talbot Street – Fall River Taxi, additional medallions  
Daniel Robillard, 145 Old Second Street – Taxi licenses

Agenda:

1. Transfers and appropriations
  - a. \$1,229,753 to the EMS Stabilization Fund from the EMS Enterprise Fund Fiscal Year 2016 Surplus Revenue (Free Cash)
  - b. \$94,000 to the EMS Capital Outlay Account from the EMS Stabilization Fund
  - c. \$175,000 to the Reserve Account from Municipal Receipts
  - d. \$20,175.25 to the Veteran's Services Salary Account from the Veteran's Services Medical and Surgical Account

*Council President Shawn E. Cadime asked if there were any questions regarding items numbered 1, a through d. There were no questions.*

2. Mayor and order establishing revolving fund for maintenance of moorings

*Councilor Linda M. Pereira stated that Fall River has water rights around Watuppa Pond, even the sections that are in Westport and Dartmouth. She would like to see the matter researched to find out if the City of Fall River can collect fees for moorings and docks that are located in other towns. A motion was made by Councilor Raymond A. Mitchell and seconded by Councilor Linda M. Pereira to recommend the matter be referred to the Committee on Ordinances and Legislation.*

- 15
3. Resolution – Administration consider reinstating position of switchboard operator full time

*On a motion made by Councilor Raymond A. Mitchell and seconded by Councilor Linda M. Pereira, it was unanimously voted to recommend the resolution be granted leave to withdraw.*

Citizens' Input Time – After Discussion of Financial Matters:

None

*On a motion made by Councilor Richard Cabeceiras and seconded by Councilor Cliff Ponte, it was unanimously voted to adjourn at 6:12 p.m.*

List of documents and other exhibits used during the meeting:

Agenda packet (attached)

CD and DVD of meeting

  
Clerk of Committees

# COMMITTEE ON REAL ESTATE

MEETING: Wednesday, October 11, 2016 at 5:15 p.m. in the Council Chamber, Government Center

PRESENT: Councilor Richard Cabeceiras, presiding  
Councilors Stephen R. Long and Linda M. Pereira

ABSENT: None

IN ATTENDANCE: Leonardo Diogo, President, St. John's Holy Ghost Assoc., Inc.  
306 Jefferson Street  
Joseph I. Macy, Corporation Counsel  
Steven A. Camara, City Councilor

The chair called the meeting to order at 5:18 p.m. and announced that the meeting may be recorded with audio and video and transmitted through any medium.

## Agenda:

1. Consideration of the disposition of the former Coughlin School, 1975 Pleasant Street and proposal received from St. John's Holy Ghost Association, Inc. (referred September 13, 2016)

*Members of the committee expressed concern that the bid proposal was lacking documentation. Although missing from the bid package, the Purchasing Agent forwarded bank related information, as it was received independently and not included in the original submission. Leonardo Diogo, President of St. John's Holy Ghost Association, Inc., presented reference materials including, but not limited to, a current bank statement and prior year's tax returns, memoranda of understanding from prospective contractors and photographs depicting the current condition of the school building.*

*When asked by the Chair, Corporation Counsel agreed that a deficiency existed within the original bid proposal. Chairman Cabeceiras felt that the process should begin over, but Councilor Linda Pereira reminded the committee that the deficiency mentioned at the previous meeting had now been addressed. Both Councilor Pereira and Councilor Steven Camara spoke in support of the proposal. Councilor Pereira also reminded members of the committee that a settlement had been received by the city for fire damage that occurred at that property. Those funds are now receipts for the city and the city will no longer responsible for repairs if the property is sold. The Association clearly stated that it is both willing and prepared to perform roof repairs as soon as possible.*

*Councilor Linda Pereira made a motion to refer the proposal to the full Council for approval, but received no second.*

*After additional comments, a further motion was made by Councilor Linda Pereira and seconded by Councilor Stephen Long to refer to the proposal to the full council for approval, with Chairman Richard Cabeceiras voting in the negative.*

On a motion made and seconded, it was unanimously voted to adjourn at 5:40 p.m.

List of documents and other exhibits used during the meeting:

Agenda packet (attached)

CD and DVD of meeting

Documents submitted by Leonardo Diogo, Pres, St. John's Holy Ghost

*Alison M. Bouchard*  
City Clerk

## COMMITTEE ON ORDINANCES AND LEGISLATION

MEETING                      Wednesday, November 9, 2016 at 5:45 p.m.  
                                     Council Chamber, One Government Center

PRESENT                     Councilor Cliff Ponte, presiding  
                                     Councilors Joseph D. Camara, Pam Laliberte-Lebeau,  
                                     Stephen R. Long and Linda M. Pereira

ABSENT                      None

IN ATTENDANCE            Joseph I. Macy, Corporation Counsel  
                                     Cathy Ann Viveiros, City Administrator  
                                     Attorney John R. Mitchell, 105 Bank Street  
                                     Faith Latessa, Town Transportation, 168 Stevens Street

The chairman called the meeting to order at 7:22 p.m. and announced that the meeting may be recorded with audio or video and transmitted through any medium.

### Agenda:

#### 1. Proposed Ordinance – Traffic, Handicapped Parking

*On a motion made by Councilor Linda M. Pereira and seconded by Councilor Pam Laliberte-Lebeau, it was unanimously voted to recommend the proposed ordinance be accompanied by an emergency preamble. On a further motion made by Councilor Stephen R. Long and seconded by Councilor Pam Laliberte-Lebeau it was unanimously voted to recommend the proposed ordinance, accompanied by an emergency preamble be passed through first reading, second reading, passed to be enrolled and passed to be ordained.*

#### 2. Communication – Atty. John R. Mitchell regarding taxicab rates

*Attorney John R. Mitchell stated that in June when the taxicab rates were reviewed to be increased, the rate for each one tenth of a mile was overlooked and they would now like to see this rate increased from \$.25 to \$.30 for each one tenth of a mile. On a motion made by Councilor Joseph D. Camara and seconded by Councilor Linda M. Pereira, it was unanimously voted to recommend the proposed ordinance to increase the additional one tenth mile from \$.25 to \$.30 be passed through first reading.*

#### 3. Communication and draft report on City ordinances

*Corporation Counsel stated that he had copies of the draft report available in his office and only one resident came in for a copy. Corporation Counsel would like to see the City adopt M.G.L.; Chapter 40U which would establish a municipal hearings officer. This is included in the draft report on city ordinances packet.*



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Councilor Stephen R. Long stated that he wished to thank the University of Massachusetts Law School for all the hard work that was put into this draft by the interns. He also stated that his main concern is enforcement and agrees that establishing a municipal hearings officer is a good idea.

Councilor Pam Laliberte-Lebeau stated that unless the Administration is willing to increase manpower to enforce these proposed ordinances, this proposal is a waste.

The City Administrator stated that new enforcement officers have just been hired to enforce the pay as you throw program. She also thanked the City Clerk's Office for all their work in entering the citations into the system. Councilor Linda M. Pereira stated that if there is non-compliance with the PAYT Program, then the trash carts should be removed.

On a motion made by Councilor Joseph D. Camara and seconded by Councilor Pam Laliberte-Lebeau, it was unanimously voted to recommend the proposed ordinance be tabled.

On a motion made by Councilor Pam Laliberte-Lebeau and seconded by Councilor Stephen R. Long, it was unanimously voted to adjourn at 8:40 p.m.

List of documents and other exhibits used during the meeting:

Agenda packet (attached)

CD and DVD of meeting

*Carleen A. Taylor*  
Clerk of Committees