

City of Fall River Massachusetts

Office of the City Clerk

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2016 FEB 19 P 2:23

FEBRUARY 19, 2016

MEETINGS SCHEDULED FOR NEXT WEEK

CITY COUNCIL CHAMBER, ONE GOVERNMENT CENTER

ALISON M. BOUCHARD
CITY CLERK

INÊS LEITE
ASSISTANT CITY CLERK

TUESDAY, FEBRUARY 23, 2016

6:00 P.M. COMMITTEE ON FINANCE

1. *Resolution re: bids for renovations in Treasurer/Collector's offices (ref. 4-7-15)
2. *Resolution re: options for more affordable credit card service charges for bill payments (ref. 5-12-15)

AGENDA

7:00 P.M. REGULAR MEETING OF THE CITY COUNCIL OR IMMEDIATELY FOLLOWING THE COMMITTEE ON FINANCE MEETING IF THAT MEETING RUNS PAST 7:00 P.M.

PRIORITY MAT TERS

1. *Mayor & TIF agreements for:
 - a. Demoulas Super Markets, Inc.
 - b. Harbour Hill, LLC
2. *Mayor and order requesting approval to deficit spend the snow and ice account
3. Traffic Commission recommending amendments to the traffic ordinances

PRIORITY COMMUNICATIONS

4. *Open Meeting Law Complaint (City Council and School Committee)
5. *Open Meeting Law Complaint (City Council Committee on Ordinances and Legislation)

COMMITTEE REPORTS

Committee on Ordinances and Legislation recommending:

Referral to Planning Board:

6. *Proposed ordinance – Zoning/Apartment District [A-2]

First Reading:

7. *Proposed ordinance – Department of Community Maintenance

ORDINANCES – none

RESOLUTIONS

8. *Com. on Ords. & Legis. convene to discuss removal of snow/ice from sidewalks
9. *City Council and Administration consider elimination of household fee
10. *Com. on Health & Env. Affairs convene to discuss recycling options

CITATIONS – none

ORDERS – HEARINGS FOR TONIGHT

Underground conduit:

11. Innovation Way – 4/5" conduits to accommodate Amazon Warehouse

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

ORDERS – HEARINGS TO BE SCHEDULED – none

ORDERS – NO HEARING REQUIRED – none

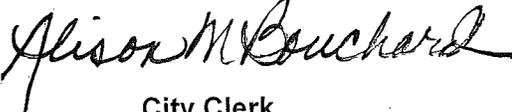
ORDERS – MISCELLANEOUS

12. Police Chief's report on licenses
13. Taxicab license #41, Faith Latessa d/b/a Town Transportation, LLC, 168 Stevens St.
14. Taxicab license #1 and #7, F.R. Taxi Service, Inc. d/b/a Vet's Safe-T-Cab Association, 67 Talbot Street
15. Auto Repair Shop license renewals
16. Transfer of Auto Repair Shop license #329 at 193 Oak Grove Avenue from John Glass d/b/a JG Auto, LLC to Gilbert Lourenco d/b/a Gil's Automotive
17. Transfer of Auto Repair Shop license #306 at 1741 Stafford Road from Jody Oliveira d/b/a Ground Earth Inc. to Paul B. Faria d/b/a A and R Auto
18. *Revoke Auto Repair Shop lic. #202 at 182 Stafford Road at request of property owner

COMMUNICATIONS – INVITATIONS – PETITIONS

19. *Claims
20. *Fall River Housing Authority re Community Job & Education Fair, Tuesday, Feb. 23, 2016 located at the Boys and Girls Club, 803 Bedford Street, 10:00 a.m. to 1:00 p.m.
21. *AG's office acknowledging receipt of OML complaint

BULLETINS – NEWSLETTERS – NOTICES – none


City Clerk

Finance Cmte 1

City of Fall River, In City Council

(Councilor Michael L. Miozza)

WHEREAS, residents and business owners can pay their real estate, motor vehicle excise, personal property tax, and water bills in person at the Collector's Office counter or online through Invoice Cloud, and

WHEREAS, a service fee of 2.95% of the amount owed is applied to all credit card payments and a flat fee of \$0.40 is applied to all electronic check/ACH payments, and

WHEREAS, users of this service have expressed that the credit card service fees are high because they vary depending on the outstanding amount, now therefore

BE IT RESOLVED, that representatives from the Administration, the Director of Financial Services/Treasurer and the City Collector be invited to a future meeting of the Committee on Finance to discuss the features of this service and the fees associated with it, and

BE IT FURTHER RESOLVED, that options be presented for a more affordable credit card service charge or that consideration be given to charging a flat fee regardless of the amount of the transaction.

In City Council, May 12, 2015
Adopted

A true copy. Attest:

Alison M. Bouchard
City Clerk

City of Fall River, In City Council

(Councilor Daniel M. Rego)

WHEREAS, additional information was made available regarding the bids received by the Purchasing Agent for the renovations to the Treasurer's and Collector's Offices after the City Council voted to appropriate funding for such renovations, now therefore

BE IT RESOLVED, that the Purchasing Agent be invited to a future meeting of the Committee on Finance to review the bids that were received for these renovations, and

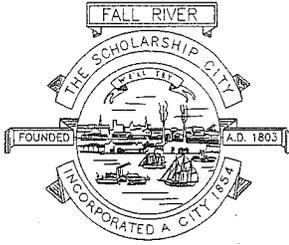
BE IT FURTHER RESOLVED, that a discussion take place with the Purchasing Agent regarding his ability to notify the City Council of future low bids, including any emergency bids received for any procurement.

In City Council, April 7, 2015
Adopted.

A true copy. Attest:

Alison M. Bouchard

City Clerk



City of Fall River
Massachusetts
Office of the Mayor

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JASIEL F. CORREIA II
Mayor

CITY CLERK _____
FALL RIVER, MA

February 18, 2016

Honorable Shawn Cadime
President
Fall River City Council
One Government Center
Fall River, MA 02722

Dear Council President Cadime:

Attached for your information, review and City Council action, please find two Local Incentive Economic Development Incentive Program applications and draft Tax Increment Financing ("TIF") Agreements for Demoulas Super Markets, Inc. ("DSM") and Harbour Hill, LLC ("Harbour Hill"). Please note that both companies are seeking real property tax benefit approval from the Fall River City Council and Commonwealth of Massachusetts Economic Assistance Coordinating Council through a Local Incentive Economic Development Incentive Program application. In addition, DSM and Harbour Hill are also seeking Abandoned Building Renovation Deductions from the Commonwealth of Massachusetts' Department of Revenue. With the approval of the City Council, the Resolutions, draft TIF Agreements and all other corresponding documents will be forwarded to the State of Massachusetts' Economic Assistance Coordinating Council for final approval.

DSM was formed in 1917 and operates 75 supermarkets in three states (MA, NH, ME) and 3 distribution centers, all in MA. It employs approximately 25,000 people. DSM plans to purchase 9.53 acres of the New Harbour Mall property to develop a new, state-of-the-art Market Basket supermarket, which will anchor the new shopping center. The Market Basket development will be comprised of approximately 85,000 square feet of floor area. The total project private investment is \$16,000,000. The Market Basket redevelopment will create 75 permanent full-time and 325 permanent part-time jobs as well as an estimated 200 construction jobs.

Harbour Hill owns the site of the former New Harbour Mall located at 374 William S. Canning Boulevard. Harbour Hill's proposed project will entail a complete redevelopment of the property. Existing buildings will be gutted or demolished in addition to resurfacing the parking lot and improved landscaping. For all intents and purposes, the shopping center will be brand new, redesigned to reflect the most current trends in retail lifestyle architecture. The project will include a new state-of-the-art 12 screen movie theater, a dramatic central plaza flanked by restaurants with outdoor seating, and 25+ new retailers. The total project private investment is \$25,000,000. In addition, the project will create 200 permanent full-time and 300 permanent part-time jobs as well as an estimated 200 construction jobs.

The TIF Board, established by City Council ordinance on November 29, 1994, met on Tuesday, February 16, 2016 and approved both projects. I respectfully request that the City Council also look favorably upon these applications and approve them as presented and subject to EACC approval.

Thank you for your time and attention to this matter. If you have any questions or need any additional information, please do not hesitate to contact me.

Best Regards,



Jasiel F. Correia, II
Mayor

Attachments

cc: City Council Members

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FALL RIVER, MA

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**RESOLUTION
APPROVING
ECONOMIC DEVELOPMENT INCENTIVE
LOCAL TAX INCENTIVE
CERTIFIED PROJECT
OF**

Demoulas Super Markets, Inc.

WHEREAS, Demoulas Super Markets, Inc. has submitted an Economic Development Incentive Program (EDIP) Local Tax Incentive Application to the City of Fall River and is seeking Certified Project Status under the Massachusetts Economic Development Incentive Program created by Chapter 23A of the Massachusetts General Laws; Chapter 166 of the Acts of 2009 and 402 CMR 2.00, and

WHEREAS, the City of Fall River has been designated a gateway municipality by the Commonwealth of Massachusetts and Demoulas Super Markets, Inc. plans to invest an estimated \$16,000,000 in the redevelopment of a portion of the New Harbour Mall property located at 374 William S. Canning Boulevard to develop a Market Basket supermarket. Said investment will result in the creation of approximately 75 permanent full-time jobs and approximately 325 permanent part-time jobs, and

WHEREAS, Demoulas Super Markets, Inc. is seeking a Local Tax Incentive as part of the Certified Project approval and meets the minimum requirements of 402 CMR 2.00 and the project described in the Economic Assistance Coordinating Council Local Tax Incentive Project Application and will have a reasonable chance of creating employment opportunities for residents of the Economic Target Area, and

WHEREAS, the proposed Local Tax Incentive Certified Project is located at 374 William S. Canning Boulevard, Fall River, Massachusetts, which is within the boundaries of the gateway municipality of Fall River as well as an established Economic Opportunity Area, and

WHEREAS, approval of the Demoulas Super Markets, Inc. Economic Assistance Coordinating Council Local Tax Incentive Project Application in accordance with the above referenced laws, rules and regulations of the Commonwealth of Massachusetts is hereby accepted by the City Council, now therefore

BE IT RESOLVED that the City Council of Fall River approves the Demoulas Super Markets, Inc. Economic Assistance Coordinating Council Local Tax Incentive Project Application and Certified Project status and forwards said application for final project certification to the Massachusetts Economic Assistance Coordinating Council for its approval and endorsement.

In City Council,

Approved,
Jasiel F. Correia, II, Mayor

A true copy. Attest:

City Clerk

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TAX INCREMENT FINANCING AGREEMENT*

CITY OF FALL RIVER, MASSACHUSETTS

and

DEMOULAS SUPER MARKETS, INC.

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This Agreement is made this ____ day of _____, 2016, by and between: **City of Fall River** (hereinafter called the "CITY"), a municipal corporation duly organized under the laws of the Commonwealth of Massachusetts, having a principal place of business at One Government Center, Fall River, Massachusetts, 02722, acting through its Tax Increment Financing (TIF) Board; and **Demoulas Super Markets, Inc.**, a corporation with a principal place of business at 875 East Street, Tewksbury, Massachusetts, 01876 (hereinafter called the "COMPANY"). This Agreement shall take effect immediately upon final approval by the Massachusetts Economic Assistance Coordinating Council on March 22, 2016.

WHEREAS, the COMPANY is the owner and operator of 75 supermarkets in three states (MA, NH, ME) and 3 distribution centers, all in MA; and

WHEREAS, the COMPANY shall develop a new, state-of-the-art Market Basket supermarket, (hereinafter called the "FACILITY"), which will anchor the new shopping center development within an Economic Opportunity Area, located at 374 William S. Canning Boulevard, Fall River, MA 02721 (the "CERTIFIED PROJECT") and obtain certain tax exemptions from the CITY for said FACILITY; and

WHEREAS, the COMPANY shall purchase the building and approximately 9.5 acres of land to be utilized for the above mentioned development from CEA Group, Inc.; and

WHEREAS, the assessed valuation, subject to further mutually agreeable modification by the City and Owner and/or the Massachusetts Appellate Tax Board, of the FACILITY for Fiscal Year 2017 will represent the base value of the proposed project; and

WHEREAS, the CITY shall grant said real estate tax exemptions above the Fiscal Year 2017 or modified base value of the property in return for a guarantee of capital investment at the FACILITY and the provision of additional full time and part time job opportunities for qualified residents of the city; and

WHEREAS, the COMPANY shall embark upon a strategy of significant capital investment in the development of the Market Basket supermarket and job creation at its FACILITY in Fall River;

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties do mutually agree as follows:

A. THE COMPANY'S OBLIGATIONS

1. The COMPANY shall redevelop an approximately 9.5 acre parcel that contains a 92,440 square foot building to create a state-of-the-art Market Basket supermarket. The Market Basket

TIF Agreement/Demoulas Super Markets, Inc.

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development will be comprised of approximately 85,000 square feet of floor area, with the possibility of additional retail and/or office space.

2. The COMPANY shall invest approximately sixteen (16) million dollars in the FACILITY which will create an estimated 200 temporary construction jobs during the development phase and create and maintain approximately seventy-five (75) new permanent full-time jobs and approximately three hundred and twenty five (325) new permanent part-time jobs within the first five (5) years operation and from the time of the CITY issuing the COMPANY a Certificate of Occupancy. The COMPANY agrees to operate its business at its FACILITY so long as this Agreement is in force. The COMPANY further agrees to continuously maintain the level(s) of jobs required under applicable laws and regulations from the date(s) such level(s) is/are first required to be maintained and/or achieved until the expiration or termination of this Agreement. If the COMPANY fails to open and /or start operations, or if for any reason the COMPANY ceases to operate, and/or be open for business during the fifteen (15) year exemption period, the COMPANY agrees to the revocation of this Agreement by the City.
3. COMPANY shall use commercially reasonable efforts to cooperate with the Fall River Career Center in seeking to fill open Company Positions within the Facility as they arise and to operate a job outreach program whereby residents of Fall River are made aware of available employment opportunities at the Facility and hire qualified Fall River residents on a priority basis consistent with any applicable laws and regulations.
4. COMPANY shall use commercially reasonable efforts to afford priority to qualified local contractors, vendors and suppliers, in connection with construction and operation of the FACILITY, subject to any applicable laws or regulations, and assuming equal qualification.
5. If the COMPANY plans to change its business plan as provided in the previous paragraphs, it may request to amend this agreement to amend its commitment. Said request for amendment shall be reviewed by the TIF Board and City Council. If the said amendment to the business plan results in a reduced commitment, the amended exemption shall be calculated in such a fashion that the total exemption provided under this Agreement for the project shall be reduced by a reasonable percentage, as determined by the COMPANY and CITY.
6. Pursuant to 760 CMR 22.05(8) (d) , this AGREEMENT shall be binding upon all parties to it and be binding upon the COMPANY and its successors and assigns and shall insure to the benefit of affiliates of the COMPANY so long as the project has not been decertified by the City and/or the Economic Assistance Coordinating Council. If the COMPANY decides to sell the FACILITY and/or the business or to otherwise transfer control of the FACILITY and/or business and the operations therein, the COMPANY shall make all good faith efforts to give the CITY at least six (6) months notice of said sale or transfer but no less than sixty (60) days shall be required. Said notice shall be given by certified mail, return receipt requested, to the Mayor of the City of Fall River, One Government Center, Fall River, Massachusetts, 02722.
7. The COMPANY shall provide the CITY with an Annual Report within thirty (30) days from December 31 of each year following Project Certification and for each Annual reporting period thereafter until the expiration or termination of this

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TIF Agreement/Demoulas Super Markets, Inc.

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Agreement. Said report shall contain, at a minimum, the following information: (1) the number of permanent (regular) full time and part time jobs created and the number of people hired form within the Economic Target Area annually and on a cumulative basis; (2) the amount of property and automobile excise taxes paid to the City; and (3) the utilization of local contractors, vendors and suppliers annually and on a cumulative basis. This reporting is separate and distinct from all State required reporting.

Said annual reports shall be given to the Mayor of the City of Fall River, President of the Fall River City Council, Fall River City Clerk, Fall River Assessor, and Jobs for Fall River, Inc. (d/b/a Fall River Office of Economic Development), One Government Center, Fall River, MA, 02722. Jobs for Fall River, Inc. shall be responsible for monitoring job creation activities and compliance with the terms and conditions set forth in this Agreement. The COMPANY also shall notify Jobs for Fall River, Inc. of its receipt of a Certificate of Occupancy for its FACILITY within ten (10) days of such receipt.

B. THE CITY'S OBLIGATIONS

- 1. The CITY shall grant a Tax Increment Financing exemption to the COMPANY in accordance with Massachusetts General Laws, Chapter 23A, Section 3E, Chapter 40, Section 59, and Chapter 59, Section 5. Said exemption shall not include personal property and shall be granted solely on the new taxable real estate value of the building to be constructed and/or redeveloped, as described in FACILITY above. Said exemption shall be valid for a period of fifteen (15) fiscal years, beginning July 1, 2017 (FY18) and ending June 30, 2032 (FY32). Said exemption shall also apply to any supplemental real estate tax bills issued by the CITY within the aforesaid time period. The Exemption formula and schedule is as follows:

<i>Term</i>	<i>Exemption</i>	<i>Taxes Due</i>
Year 1	100%	0%
Year 2	100%	0%
Year 3	100%	0%
Year 4	100%	0%
Year 5	100%	0%
Year 6	100%	0%
Year 7	50%	50%
Year 8	50%	50%
Year 9	50%	50%
Year 10	50%	50%
Year 11	50%	50%
Year 12	25%	75%
Year 13	25%	75%
Year 14	25%	75%
Year 15	25%	75%

TIF Agreement/Demoulas Super Markets, Inc.

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2. The Exemption formula for the Certified Project will be calculated as prescribed by the Massachusetts General Laws Chapter 40, Section 59 and in 760 CMR 22.00. The Exemption Formula shall apply to the incremental difference in the assessed valuation of the FACILITY benefited by the Exemption between the base valuation in the base year, which shall be fiscal year 2016, and the increase in assessed valuation of the FACILITY for the next fifteen (15) years allocable to the CERTIFIED PROJECT.
3. If the CITY determines, after a hearing before, and determination from, the CITY'S Tax Increment Financing Board, that the COMPANY has failed to meet or maintain employment goals in accordance with applicable laws and regulations within five (5) years of the CITY issuing the COMPANY a Certificate of Occupancy and maintaining these employment requirements for the duration of the Agreement, the Tax Increment Financing exemption pertaining to real property and personal tax exemptions may be revoked, but only following written notice to the COMPANY and an opportunity to cure such default, during which time the CITY and COMPANY shall attempt to negotiate a mutually acceptable resolution (which resolution may involve an amendment of the TIF benefit as contemplated in Section A.5, above).

If the CITY determines, after a hearing before, and determination from, the CITY'S Tax Increment Financing Board, that the COMPANY has closed and failed to meet or maintain employment goals in accordance with applicable laws and regulations, the parties hereto hereby expressly agree to project decertification and that the actual loss to the CITY as a result of the failure of the COMPANY to comply with the provisions hereof are incapable of precise quantification due to the imprecise nature of secondary losses resulting from the COMPANY'S breach of this Agreement. Therefore, upon decertification of the project, the total amount of tax that would otherwise have been due and payable to the CITY but has otherwise been exempted pursuant to Section B, paragraph 1 hereof shall be paid as a Payment In Lieu of Tax and as the CITY'S sole remedy at law and equity for damages as a result of a breach occurring during Year 1 through Year 6 (as reflected in Section B.1. above) of this agreement. Said Payment In Lieu of Tax shall represent full reimbursement of any exempted real estate tax revenue loss during Year 1 through Year 6 and be due and payable to the Treasurer of the City of Fall River within sixty (60) days of the date this project is decertified.

C. OTHER CONSIDERATIONS

1. Pursuant to 760 C.M.R., 22.05(8) (d), see 402 C.M.R. 2.22, this Agreement shall be binding upon the Company and its successors and assigns so long as the Project's certification has not been revoked by EACC.
2. Except as otherwise specified herein, this Agreement is subject to Massachusetts General Laws Chapter 23A, Sections 3A through 3F inclusive; Chapter 40, Section 59; and Chapter 59, Section 5, Clause Fifty-First.
3. Should any part, term or provision of this Agreement be determined by any court of competent jurisdiction to be illegal or invalid, the validity of the remaining parts, terms, and provisions shall not be affected thereby and said illegal or invalid part, term or provision shall be deemed not to be a part of this Agreement.

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4. [Reserved]
5. Notices under this Agreement are sufficient if given by nationally recognized overnight courier service, certified mail (return receipt requested), facsimile with electronic confirmation, or personal delivery to the other party at the address below. If no address is listed for a party, notice to such party will be effective if given to the last known address. Notice is effective: (a) when delivered personally, (b) 3 business days after sending by certified mail, (c) on the business day after sending by a nationally recognized courier service, or (d) on the business day after sending by facsimile with electronic confirmation to the sender. Each party may update its contact information by notice to the other. Routine business and technical correspondence must be in English, and may be in electronic form. All legal notices given under this Agreement must be written, in non-electronic form, and in English, and will be effective when received.

The contact information for each party is as follows:

CITY

City of Fall River, Attention: Mayor
One Government Center
Fall River, MA 02722
Fax: 508-324-2626
Email: mayor@fallriverma.org

With a copy to
City of Fall River Fall River, Attention: Corporation Counsel
One Government Center
Fall River, MA 02722
Fax: 508-324-2655
Email: jmacy@fallriverma.org

COMPANY

Demoulas Super Markets, Inc.
Attention: John Jurczak
875 East Street
Tewksbury, MA 01876
Fax: (978) 640-8406
Email: jjurczak@demoulasmarketbasket.com

With a copy to:
Retail Management & Development, Inc.
Attn: Carmine D. Tomas, Esq.
881 East Street
Tewksbury, MA 01876
Fax: (978) 851-4962
Email: ctomas@rmd-inc.net

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TIF Agreement/Demoulas Super Markets, Inc.

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6. If and to the extent that any party is prevented from performing its obligations hereunder by an event of force majeure, such party shall, except as may otherwise be required by law, be excused from performing hereunder and shall not be liable in damages or otherwise, for so long as the force majeure event shall continue, and the parties instead shall negotiate in good faith with respect to appropriate modifications to the terms hereof. For purposes of this Agreement, the term force majeure shall mean any supervening cause beyond the reasonable control of the affected party, including without limitation requirement of statute or regulation; actions of any court, explosion, actions of the elements, war, terrorism, riots, mob violence, actions of regulatory authority, or public authority having jurisdiction; acts of God, fire, earthquake, floods, inability to procure or a general shortage of labor, equipment, facilities, materials or supplies in the open market, failure of transportation, strikes, lockouts, actions of labor unions, condemnation, laws or orders of governmental or military authorities, denial of, refusal to grant or appeals of any permit, approval or action of any public or quasi-public authority, official, agency or subdivision and any litigation relating thereto, or any other cause similar to the foregoing, not within the control of such party obligated to perform such obligation.
7. This Agreement constitutes the entire Agreement between the parties and supersedes all other oral or written communications. Except as otherwise specified herein, this Agreement may be amended or modified only by a written instrument signed by a duly authorized agent of each party.
8. This Agreement shall be governed by the laws of the Commonwealth of Massachusetts, without regard to conflicts of law. Any and all proceedings or actions relating to subject matter herein shall be brought and maintained in the courts of the Commonwealth, Bristol County, or of the federal district court sitting in the Commonwealth, which shall have exclusive jurisdiction thereof.
9. The parties represent that the persons executing this Agreement on their behalf are duly authorized to execute this Agreement.

[Signature Page Follows]

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TIF Agreement/Demoulas Super Markets, Inc.
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Executed as a sealed instrument.

*Tax Increment Financing Board,
City of Fall River*

Demoulas Super Markets, Inc.

Mayor Jasiel F. Correia, II, Chairman

Name

Title

Date

Date

*SUBJECT TO FURTHER MODIFICATION



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EXECUTIVE OFFICES
875 EAST STREET
TEWKSBURY, MASSACHUSETTS 01876-1495
978-851-8000

January 29, 2016

Mayor Jasiel F. Correia
Chairman, Tax Increment Financing Board
City of Fall River
One Government Center
Fall River, MA 02722

RECEIVED
2016 FEB 18 P 4:38
CITY OF FALL RIVER, MA

Re: Redevelopment of Former New Harbour Mall

Dear Mayor Correia:

Demoulas Super Markets, Inc. is interested in securing a Local Tax Increment Financing Agreement and potentially Investment Tax Credits with the City of Fall River and the Commonwealth of Massachusetts for the redevelopment of a portion of the New Harbor Mall property located at 374 William S. Canning Boulevard (the "Property").

As you are aware, CEA Group, Inc. is pursuing redevelopment of the Property. As part of this redevelopment, CEA proposes to subdivide the Property and convey approximately 9.53 acres of land to Demoulas Super Markets, Inc. for development of a Market Basket supermarket, which will anchor the new shopping center.

The total cost of the Market Basket portion of the redevelopment project will reflect an estimated \$16 million investment. Upon completion of the Market Basket redevelopment, it is anticipated that a total of 400 new full and part-time positions will be created.

The investment required to bring this dramatic redevelopment project to fruition is very substantial and simply cannot be accomplished without public support. In order to assure the financial viability of this project and to make it possible to improve this key underutilized parcel in the south end of Fall River, we need to access any and all local and state tax incentives available through the Economic Development Incentive Program to facilitate our proposed redevelopment plans, which will create substantial additional employment opportunities. To that end, within the next 30 days we will submit a Tax Increment Financing application to the City of Fall River for consideration.

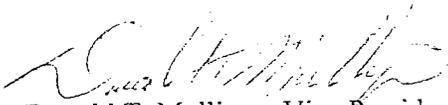
We are in the process of designing our project and hope to commence full construction in the early fall of 2016. We plan to appear before the Massachusetts

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Economic Assistance Coordinating Council in March 2016 and the Fall River Tax Increment Finance Board and City Council in February 2016. Toward this end we will be working with the Fall River Office of Economic Development and the Massachusetts Office of Business Development to facilitate and coordinate the filing of all appropriate information and applications.

Thank you for your time and consideration in this matter. If you have any questions, do not hesitate to contact us.

Sincerely,



Donald T. Mulligan, Vice President and Treasurer
Demoulas Super Markets, Inc.

cc: Kenneth Fiola Jr. Esq.
Fall River Office of Economic Development



COMMONWEALTH OF MASSACHUSETTS
 ECONOMIC ASSISTANCE COORDINATING COUNCIL
 MASSACHUSETTS OFFICE OF BUSINESS DEVELOPMENT

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CITY CLERK
 FALL RIVER, MA

Economic Development Incentive Program (EDIP)
 LOCAL INCENTIVE-ONLY APPLICATION

A complete application with all required attachments must be submitted in electronic form to your MOBD Regional Director by 5:00 P.M. on the application deadline date. A hardcopy with original signatures and attachments must be postmarked no later than 1 day after the submission deadline and mailed to: EDIP Manager, MOBD, 10 Park Plaza, Suite 3730, Boston, MA 02116. **Applications that are incomplete or submitted after the deadline will not be considered at the scheduled EACC meeting, without exception.**

For assistance with this application please work with your MOBD Regional Director, local municipal officials and refer to the EDIP Guidelines and 620 CMR 2.00.

PART I. COMPANY OVERVIEW				
1. COMPANY INFORMATION				
Company Name:	Demoulas Super Markets, Inc. (DSM)			
Project Location Address:	Street Address:	374 William S. Canning Boulevard		
	City:	Fall River	MA	Zip Code: 02721
FEIN # (Federal Employer Identification Number):	#042323411			
DUA # (Dept. of Unemployment Assistance Number):	#08692110			
2. COMPANY CONTACT				
Executive Officer/ Company Designee:	Full Name:	Donald T. Mulligan	Title:	Vice President/ Treasurer
	Contact (if different from above):	Full Name:	John Jurczak	Title: Supervisor
Contact Address:	Street Address:	875 East Street		
	City:	Tewksbury	State: MA	Zip Code: 01876
Telephone Number:	978-851-8000			
Email Address:	jjurczak@demoulasmarketbasket.com			

3. COMPANY DESCRIPTION & HISTORY

Please provide a brief description and history of the company.

Formed in 1917, DSM operates 75 supermarkets in three states (MA, NH + ME) and 3 distribution centers, all in MA. It employs approximately 25,000 people. From its inception in Lowell in 1917, Market Basket has centered much of its growth in what we now refer to as the Gateway Cities. Some of its earliest stores are located in Lowell, Lawrence, Haverhill, Methuen and Fitchburg. Each of them continues to operate today as an active part of the local community. The Company has a history of bringing good jobs to these communities, operating supermarkets that are an anchor for other retail and providing high quality groceries at the best prices. That history continues through today with Market Basket continuing to invest in, develop and operate stores in other Gateway communities, such as Chelsea, Leominster and Salem, and in the last ten years, New Bedford, Brockton and Revere.

PART II. ECONOMIC DEVELOPMENT PROJECT

1. NATURE & PURPOSE OF PROPOSED PROJECT

Please provide a description of the proposed expansion project. Additionally, please explain why the local incentives are necessary for this project to move forward.

DSM's project is a critical component of the redevelopment of New Harbor Mall - an essentially vacant and underutilized site. The site is located in a critical area within the City of Fall River, and the proposed redevelopment will transform an existing eyesore into a vibrant and attractive retail development. While CEA Group, Inc. will perform the majority of the New Harbor Mall redevelopment work (for which it has submitted its own EDIP application), CEA will subdivide the property and convey approximately 9.53 acres of land to DSM for development of a new, state-of-the-art Market Basket supermarket, which will anchor the new shopping center. The Market Basket development will be comprised of approximately 85,000 square feet of floor area, with the possibility of additional retail and/or office space. Major site improvements, including green space, landscaping, and other site features, together with a thoughtful and appropriate exterior design, will significantly enhance the visual appeal of the site. In addition, the Market Basket redevelopment will spur economic growth in the area, including the creation of an estimated 75 full-time and 325 part-time jobs, together with an estimated 200 construction jobs. Given the investment required to bring this dramatic Market Basket project to fruition, and the substantial costs inherent in dealing with the unique challenges posed by this project (including complex demolition work), the tax incentives available through the Economic Development Incentive Program are critical to ensuring the financial viability of this project for DSM, and will make it possible to improve this key underutilized parcel in the south end of Fall River.

2. PROJECT TIMELINE

(a) Please indicate the date a Letter of Intent was sent to the municipality and cc: MOBD Regional Director:	(b) Date the applicant expects to begin the project:	(c) Date the applicant expects to complete the project:	(d) Date the applicant expects to open the facility:
2/5/2016	8/31/2016	6/1/2017	6/1/2017

Additional Information (if necessary) on Project Timeline: Project start and completion/opening dates are approximate and subject to change based upon market conditions and construction timing.

3. PRIVATE INVESTMENT

Total Projected Private Investment: \$16,000,000

Additional Information (if necessary) on Investment: Investment amount is an estimate based upon current development program and scope.

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4. MASSACHUSETTS EMPLOYMENT					
(a) Is the applicant new to Massachusetts?		Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>			
(i) If no, where are the existing Massachusetts facilities?		875 East Street, Tewksbury, MA and various other locations around the state			<input type="checkbox"/>
(b) Will the proposed economic development project require and/or trigger the closing or consolidation of any Massachusetts facilities or the elimination of any other jobs currently in Massachusetts? If yes, please give location of facility and explain.		Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, please explain:			
5. EMPLOYMENT & JOB CREATION					
(a) DSM EXISTING EMPLOYMENT AT PROJECT LOCATION					
Please indicate the number of Permanent Full-Time Jobs to be created in total and by year. If job creation timeline exceeds five years, please complete the "Extended Job Creation Schedule" and attach as an addendum.					
(i) Permanent Full-Time Employment at Project Location at Date of Application:	(ii) Permanent Full-Time Employees to be Transferred from other Massachusetts Site to Project Location:	(iii) Total Permanent Full-Time Existing Jobs to be Retained at Project Location (sum of questions 5 (a) i. & ii.):			
0	0	0			
Notes (if necessary) on Current Project Location Employment: This will be a new facility for DSM.					
(b) DSM JOB CREATION SCHEDULE AT PROJECT LOCATION					
Permanent Full-Time Jobs to be Created (net new to facility and Massachusetts):	Select Year 1	Select Year 2	Select Year 3	Select Year 4	Select Year 5
75	75	0 additional	0 additional	0 additional	0 additional
Notes (if necessary) on Job Creation: Full-time jobs may vary depending on store needs, performance, and customer demands. Development of the DSM project also will create approximately 200 full and part-time construction jobs, and an additional approximately 325 part-time positions.					
6. FACILITY					
(a) Will the applicant own or lease/rent the facility where the business expansion/relocation will occur?		Lease <input type="checkbox"/> Own <input checked="" type="checkbox"/>			
(i) If leasing/renting, identify the developer/landlord and state who will be the taxpayer of record for purpose of paying local real estate taxes?					<input checked="" type="checkbox"/>
(b) Is the site of the facility a 43D Preferred Development Site?		Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, name site:			<input type="checkbox"/>

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<p>(c) Does the applicant intend to utilize the Commonwealth's Abandoned Building Deduction? Please note: To be eligible for the deduction the building the applicant plans to inhabit must have been at least 75% vacant or unused for 24 months or more.</p>	<p>Yes <input checked="" type="checkbox"/> No <input type="checkbox"/></p> <p>If yes, name vacancy percentage and duration: 90 % Vacant for 30 months</p>	<p>N/A <input type="checkbox"/></p>
---	---	-------------------------------------

PART III. LOCAL INCENTIVE AGREEMENT INFORMATION					
Please work with the local municipality and your MOBD Regional Director in completing the below section.					
1. MUNICIPAL CONTACT					
Municipal Contact:	Full Name:	Kenneth Fiola, Jr.	Title:	Executive Vice President, Fall River Office of Economic Development	
Contact Address:	Street Address:	One Government Center			
	City:	Fall River	MA	Zip Code:	02722
Telephone Number:	508-324-2620				
Email Address:	kenfiolajr@aol.com				
2. LOCAL INCENTIVE AGREEMENT					
(a) Name of Economic Target Area (ETA) Project is Located in:	City of Fall River				
(b) Economic Opportunity Area (EOA):	Name of EOA: Harbor Mall Site Specific EOA				
	Is this a newly designated EOA? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>				
	(i) If yes, what is the duration of the designation?	20 Years			N/A <input type="checkbox"/>
	(ii) If no, how many years are remaining on the designation?	Years			N/A <input type="checkbox"/>
(c) Type of Local Incentive:	<input checked="" type="checkbox"/> Tax Increment Financing (TIF) Agreement <input type="checkbox"/> Special Tax Assessment (STA)				
i) Duration of Local Incentive:	15 Year Local Incentive				
ii) Exemption Schedule of Local Incentive:	100-100-100-100-100-100-50-50-50-50-50-25-25-25%				
iii) Start & Expiration Date of Local Incentive:	Start Date: <i>Select mm/dd/yyyy</i> Expiration Date: <i>Select mm/dd/yyyy</i>				
If Agreement commences upon certificate of occupancy please check box:	<input checked="" type="checkbox"/> Local Incentive Agreement commences upon certificate of occupancy and the dates represent best projections of the start & expiration of the local incentive based on the project timeline.				

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iv) Date Municipality Approved Local Tax Incentive or Date of Scheduled Vote:	<i>Select municipality</i>
(d) Attachment A: Economic Opportunity Area (EOA) Designation Application (for newly designated EOA's only) Please attached a signed copy of the EOA Designation Application.	Attached <input type="checkbox"/>
(e) Attachment B: Local Incentive Agreement Please attach a signed copy of the TIF or STA Agreement.	Attached <input type="checkbox"/>
(f) Attachment D: Municipal Vote by Authoritative Body Approving Incentive Please attach a copy of the vote approving the local incentive.	Attached <input type="checkbox"/>
(g) Attachment E: Municipal Vote by Authoritative Body Approving submission of application of the Economic Assistance Coordinating Council (EACC)	Attached <input type="checkbox"/>
(h) Exhibit 1: Local Incentive Valuation Please complete the attached exhibit detailing the estimated property tax exemption over the life of the agreement.	Complete <input type="checkbox"/>

PART IV. LABOR AFFIRMATION & DISCLOSURES

1. CERTIFICATION OF STATE & FEDERAL EMPLOYMENT LAWS

- As an applicant requesting Certified Project approval, DSM, affirms (check box) that this business will not unlawfully misclassify workers as self-employed or as independent contractors, and certifies compliance with applicable state and federal employment laws and regulations, including but not limited to minimum wages, unemployment insurance, workers' compensation, child labor, and the Massachusetts Health Care Reform Law, Chapter 58 of the Acts of 2006, as amended.
- As an applicant requesting Certified Project approval, DSM, affirms (check box) that this business will not knowingly employ developers, subcontractors, or other third parties that unlawfully misclassify workers as self-employed or as independent contractors, or that fail to comply with applicable state and federal employment laws and regulations, including but not limited to minimum wages, unemployment insurance, workers' compensation, child labor, and the Massachusetts Health Care Reform Law, Chapter 58 of the Acts of 2006, as amended.

2. COMPANY DISCLOSURE

Within the past five years, has the applicant or any of its officers, directors, employees, agents, or subcontractors of which the applicant has knowledge, been the subject of (if yes, please provide details):

(a) an indictment, judgment, conviction, or grant of immunity, including pending actions, for any business-related conduct constituting a crime under state or federal law;	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
	Details:

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<p>(b) a government suspension or debarment, rejection of any bid or disapproval of any proposed contract subcontract, including pending actions, for lack of responsibility, denial or revocation of prequalification or a voluntary exclusion agreement; or</p>	<p>Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p> <p>Details:</p>
<p>(c) any governmental determination of a violation of any public works law or regulation, or labor law or regulation or any OSHA violation deemed "serious or willful?"</p>	<p>Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p> <p>Details:</p>

V. AUTHORIZATION & CERTIFICATIONS	
I. CERTIFICATE OF GOOD STANDING	
<p>Provide proof of good tax standing in the Commonwealth of Massachusetts via a <u>Massachusetts Department of Revenue</u> Certificate of Good Standing for <u>each of the businesses</u> intending to take advantage of the state tax incentives.</p> <p><small>Application will not be processed by the Economic Assistance Coordinating Council until the Certificate of Good Standing has been received.</small></p> <p>To obtain a Certificate of Good Standing visit: https://web.dor.state.ma.us/webfile/CertificatePublicWebFormsWelcome.aspx</p>	<p>Attached <input checked="" type="checkbox"/></p> <p>Date of DOR Application for Certificate of Good Standing: 11/13/2015</p> <p>Notes: New one Applied for on 2-4-16</p>

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ECONOMIC ASSISTANCE COORDINATING COUNCIL
MASSACHUSETTS OFFICE OF BUSINESS DEVELOPMENT

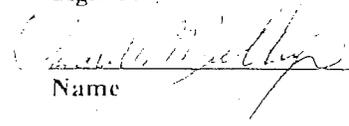
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2. APPLICATION AUTHORIZATION, CERTIFICATION & ACKNOWLEDGEMENT

I/We, Donald T. Mulligan, Vice President and Treasurer, (names and titles) of the applicant business applying for "Certified Local Incentive Only Project" status from the Commonwealth of Massachusetts. Economic Assistance Coordinating Council hereby certify that I/we have been authorized to file this application and to provide the information within and accompanying this application and that the information provided herein is true and complete and that it reflects the applicant's intentions for investment, job creation and sales to the best of my/our knowledge after having conducted reasonable inquiry. I/We understand that the information provided with this application will be relied upon by the Commonwealth in deciding whether to approve "Certified Local Incentive Only Project" status and that the Commonwealth reserves the right to take action against the applicant or any other beneficiary of the Certified Local Incentive Only Project if the Commonwealth discovers that the applicant intentionally provided misleading, inaccurate, or false information. I/We make this certification under the pains and penalties of perjury. I/we agree to submit a Calendar Year Annual Report to the Massachusetts Office of Business Development to give updates on the progress of the project.

The signatories also hereby acknowledge that, under the Public Records law of the Commonwealth of Massachusetts, this application and all documents submitted in support thereof are public records under the provisions of Massachusetts G. L., Ch. 4, sec. 7 (26).

Signed:



Vice President/Treasurer
Name Title

February 10, 2016
Date

Name

Title

Date

Select membership

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3. DEPARTMENT OF UNEMPLOYMENT ASSISTANCE CONSENT FOR DISCLOSURE OF WAGE REPORTING INFORMATION

Consent for the Disclosure of Wage Reporting Information for Federal Employment
Identification Number (FEIN): # 042323411

Division of Unemployment Assistance (DUA) Number: # 08692110

I/We, Donald T. Mulligan, Vice President and Treasurer, a duly authorized representative of DSM and of all the other businesses listed in this Local Incentive Only Application (hereinafter "Employer"), hereby releases and gives authority to the Massachusetts Department of Unemployment Assistance, pursuant to G.L. c. 151A, §46(1), to provide the Economic Assistance Coordinating Council, upon its request, with the Employer's information, including but not limited to, wage reporting information, that is (a) necessary to verify the amount and tax year in which the Employer claims any of the Tax Incentives awarded in the Economic Development Incentive Program or Employer's fulfillment of job creation and job retention commitments as indicated in the supplemental application and job chart, or (b) otherwise necessary to ensure the proper operation or enforcement of this Agreement or the Program.

This authorization is effective upon date of signature and will be valid until superseded by a subsequent application or revoked in writing.

Signed:

Donald T. Mulligan Vice President/Treasurer February 10, 2016
Name Title Date

Name Title Date

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MASSACHUSETTS DEPT. OF REVENUE
PO BOX 7021
BOSTON MA 02204



MARK E. NUNNELLY, COMMISSIONER
CHARLENE HANNAFORD, ACTING DEPUTY COMMISSIONER



DEMOULAS SUPERMARKETS INC
875 EAST ST
TEWKSBURY MA 01876-1495

CSCC

Notice 80619
T/P ID 042 323 411
Date 11/13/15
Bureau CERTIFICATE

OP

CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE

The Commissioner of Revenue certifies as of the above date, that the above named individual or entity is in compliance with its tax obligations payable under M.G.L. c. 62C, including corporation excise, sales and use taxes, sales tax on meals, sales and use tax on Boats/RV, withholding taxes, room occupancy excise and personal income taxes, with the following exceptions

This Certificate certifies that individual taxpayers are in compliance with income tax obligations and any sales and use taxes, sales tax on meals, withholding taxes, and/or room occupancy taxes related to a sole proprietorship. Persons deemed responsible for the payment of these taxes on behalf of a corporation, partnership or other business entity may not use our automated process to obtain a Certificate.

This Certificate does not certify that the entity's standing as to taxes such as unemployment insurance administered by agencies other than the Department of Revenue, or taxes under any other provisions of law. Taxpayers required to collect or remit the following taxes must submit a separate request to certify compliance: Alcoholic Beverage Excise, Cigarette Excise, International Fuels Tax Agreement, Smokeless Tobacco or Ferry Embarkation.

THIS IS NOT A WAIVER OF LIEN ISSUED UNDER GENERAL LAWS, CHAPTER 62C, SECTION 52.

Very truly yours,

Charlene Hannaford, Acting Deputy Commissioner

**RESOLUTION
APPROVING
ECONOMIC DEVELOPMENT INCENTIVE
LOCAL TAX INCENTIVE
CERTIFIED PROJECT
OF
Harbour Hill, LLC**

WHEREAS, Harbour Hill, LLC has submitted an Economic Development Incentive Program (EDIP) Local Tax Incentive Application to the City of Fall River and is seeking Certified Project Status under the Massachusetts Economic Development Incentive Program created by Chapter 23A of the Massachusetts General Laws; Chapter 166 of the Acts of 2009 and 402 CMR 2.00, and

WHEREAS, the City of Fall River has been designated a gateway municipality by the Commonwealth of Massachusetts and Harbour Hill, LLC plans to invest an estimated \$25,000,000 in the redevelopment of the New Harbour Mall property located at 374 William S. Canning Boulevard to include a new 12-screen movie theater, central plaza, and 25+ new retailers. Said investment will result in the creation of approximately 200 permanent full-time jobs and approximately 300 permanent part-time jobs, and

WHEREAS, Harbour Hill, LLC is seeking a Local Tax Incentive as part of the Certified Project approval and meets the minimum requirements of 402 CMR 2.00 and the project described in the Economic Assistance Coordinating Council Local Tax Incentive Project Application and will have a reasonable chance of creating employment opportunities for residents of the Economic Target Area, and

WHEREAS, the proposed Local Tax Incentive Certified Project is located at 374 William S. Canning Boulevard, Fall River, Massachusetts, which is within the boundaries of the gateway municipality of Fall River as well as an established Economic Opportunity Area, and

WHEREAS, approval of the Harbour Hill, LLC Economic Assistance Coordinating Council Local Tax Incentive Project Application in accordance with the above referenced laws, rules and regulations of the Commonwealth of Massachusetts is hereby accepted by the City Council, now therefore

BE IT RESOLVED that the City Council of Fall River approves the Harbour Hill, LLC Economic Assistance Coordinating Council Local Tax Incentive Project Application and Certified Project status and forwards said application for final project certification to the Massachusetts Economic Assistance Coordinating Council for its approval and endorsement.

In City Council,

Approved,
Jasiel F. Correia, II, Mayor

A true copy. Attest:

City Clerk

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TAX INCREMENT FINANCING AGREEMENT*

CITY OF FALL RIVER, MASSACHUSETTS

and

HARBOUR HILL, LLC

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This Agreement is made this ____ day of _____, 2016, by and between: **City of Fall River** (hereinafter called the "CITY"), a municipal corporation duly organized under the laws of the Commonwealth of Massachusetts, having a principal place of business at One Government Center, Fall River, Massachusetts, 02722, acting through its Tax Increment Financing (TIF) Board; and **Harbour Hill, LLC**, a corporation with a principal place of business at 1105 Massachusetts Ave #2F, Cambridge, Massachusetts, 02138 (hereinafter called the "COMPANY"). This Agreement shall take effect immediately upon final approval by the Massachusetts Economic Assistance Coordinating Council on March 22, 2016.

WHEREAS, the COMPANY owns the site of the New Harbour Mall and shall redevelop the property to create a new state-of-the-art 12-screen movie theater, a dramatic central plaza flanked by restaurants with outdoor seating, and 25+ new retailers (the "FACILITY") located at 374 William S. Canning Boulevard in Fall River, MA (the "CERTIFIED PROJECT") located within an Economic Opportunity Area; and

WHEREAS, the assessed valuation, subject to further mutually agreeable modification by the City and Owner and/or the Massachusetts Appellate Tax Board, of the FACILITY for Fiscal Year 2017 will represent the base value of the proposed project; and

WHEREAS, the CITY shall grant said real estate tax exemptions above the Fiscal Year 2017 or modified base value of the property in return for a guarantee of capital investment at the FACILITY and the provision of additional full time and part time job opportunities for qualified residents of the city; and

WHEREAS, the COMPANY shall embark upon a strategy of significant capital investment in the development of the movie theater and retail center as well as job creation at its FACILITY in Fall River;

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties do mutually agree as follows:

A. THE COMPANY'S OBLIGATIONS

1. The COMPANY shall redevelop the FACILITY, which will consist of gutting or demolishing the FACILITY to create a new state-of-the-art 12-screen movie theater, a dramatic central plaza flanked by restaurants with outdoor seating, and 25+ new retailers. In addition, all new building utilities will be installed, the parking lots will be resurfaced, landscaped and include new lighting, and underground utilities will be repaired at the FACILITY.

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TIF Agreement/Harbour Hill, LLC

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2. The COMPANY shall invest approximately twenty-five (25) million dollars in the FACILITY, which will create an estimated 200 temporary construction jobs during the development phase and create and maintain, primarily through FACILITY tenants, approximately two hundred (200) new permanent full-time jobs and approximately three hundred (300) new permanent part-time jobs within seven (7) years of the CITY issuing the COMPANY a Certificate of Occupancy. The COMPANY agrees to operate its business at its FACILITY so long as this Agreement is in force. The COMPANY further agrees to continuously maintain the level(s) of jobs required under this Agreement from the date(s) such level(s) is/are first required to be maintained and/or achieved until the expiration or termination of this Agreement. If the COMPANY fails to open and /or start operations, or if for any reason the COMPANY ceases to operate, and/or be open for business during the fifteen (15) year exemption period, the COMPANY agrees to the revocation of this Agreement by the City.
3. The COMPANY shall use commercially reasonable efforts to cooperate with the Fall River Career Center, the Massachusetts Department of Employment and Training and other local and state agencies, as appropriate, in seeking to fill open Company Positions within the Facility as they arise and to operate a job outreach program whereby residents of Fall River are made aware of available employment opportunities at the Facility and hire qualified Fall River residents on a priority basis consistent with any applicable laws and regulations.
4. COMPANY shall use best faith efforts to afford priority to local contractors, vendors and suppliers, in connection with construction and operation of the FACILITY, subject to any applicable laws or regulations, and assuming equal qualification.
5. If the COMPANY plans to change its business plan as provided in the previous paragraphs, it may request to amend this agreement to amend its commitment. Said request for amendment shall be reviewed by the TIF Board and City Council. If the said amendment to the business plan results in a reduced commitment, the amended exemption shall be calculated in such a fashion that the total exemption provided under this Agreement for the project shall be reduced by the corresponding percentage.
6. Pursuant to 760 CMR 22.05(8) (d) , this AGREEMENT shall be binding upon all parties to it and be binding upon the COMPANY and its successors and assigns and shall insure to the benefit of affiliates of the COMPANY so long as the project has not been decertified by the City and/or the Economic Assistance Coordinating Council . If the COMPANY decides to sell the FACILITY and/or the business or to otherwise transfer control of the FACILITY and/or business and the operations therein, the COMPANY shall make all good faith efforts to give the CITY at least six (6) months notice of said sale or transfer but no less than sixty (60) days shall be required. Said notice shall be given by certified mail, return receipt requested, to the Mayor of the City of Fall River, One Government Center, Fall River, Massachusetts, 02722.
7. The COMPANY shall provide the CITY with a Semi-Annual Report, to be supplied by the City, within thirty (30) days from June 30 and December 31 of each year immediately following Project

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Certification and for each subsequent quarter thereafter until the expiration or termination of this Agreement. Said report shall contain, at a minimum, the following information: (1) the number of permanent (regular) full time and part time jobs created and the number of people hired form within the Economic Target Area semi-annually and on a cumulative basis; (2) the amount of property and automobile excise taxes paid to the City; and (3) the utilization of local contractors, vendors and suppliers semi-annually and on a cumulative basis. This reporting is separate and distinct from all State required reporting.

Said semi-annual reports shall be given to the Mayor of the City of Fall River, President of the Fall River City Council, Fall River City Clerk, Fall River Assessor, and Jobs for Fall River, Inc. (d/b/a Fall River Office of Economic Development), One Government Center, Fall River, MA, 02722. Jobs for Fall River, Inc. shall be responsible for monitoring job creation activities and compliance with the terms and conditions set forth in this Agreement. The COMPANY also shall notify Jobs for Fall River, Inc. of its receipt of a Certificate of Occupancy for its FACILITY within ten (10) days of such receipt. The COMPANY shall also notify Jobs for Fall River, Inc. when each tenant receives a Certificate of Occupancy at the FACILITY within ten (10) days of such receipt.

B. THE CITY'S OBLIGATIONS

1. The CITY shall grant a Tax Increment Financing exemption to the COMPANY in accordance with Massachusetts General Laws, Chapter 23A, Section 3E, Chapter 40, Section 59, and Chapter 59, Section 5. Said exemption shall not include personal property and shall be granted solely on the new taxable real estate value of the building to be constructed and/or redeveloped, as described in FACILITY above. Said exemption shall be valid for a period of fifteen (15) fiscal years, beginning July 1, 2017 (FY18) and ending June 30, 2032 (FY32). Said exemption shall also apply to any supplemental real estate tax bills issued by the CITY within the aforesaid time period. The Exemption formula and schedule is as follows:

<i>Term</i>	<i>Exemption</i>	<i>Taxes Due</i>
Year 1	100%	0%
Year 2	100%	0%
Year 3	100%	0%
Year 4	100%	0%
Year 5	100%	0%
Year 6	100%	0%
Year 7	75%	25%
Year 8	75%	25%
Year 9	75%	25%
Year 10	75%	25%
Year 11	75%	25%
Year 12	25%	75%
Year 13	25%	75%
Year 14	25%	75%
Year 15	25%	75%

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2. The Exemption formula for the Certified Project will be calculated as prescribed by the Massachusetts General Laws Chapter 40, Section 59 and in 760 CMR 22.00. The Exemption Formula shall apply to the incremental difference in the assessed valuation of the FACILITY benefited by the Exemption between the base valuation in the base year, which shall be fiscal year 2016, and the increase in assessed valuation of the FACILITY for the next fifteen (15) years allocable to the CERTIFIED PROJECT.
3. If the CITY determines, after a hearing before, and determination from, the CITY'S Tax Increment Financing Board, that the COMPANY has failed to meet or maintain employment goals, including its obligations to create approximately two hundred (200) new permanent full time jobs and approximately three-hundred (300) new permanent part time jobs within seven (7) years of the CITY issuing the COMPANY a Certificate of Occupancy and maintaining these employment requirements for the duration of the Agreement, the Tax Increment Financing exemption pertaining to real property and personal tax exemptions shall be revoked.

The parties hereto hereby expressly agree that the actual loss to the CITY as a result of the failure of the COMPANY to comply with the provisions hereof are incapable of precise quantification due to the imprecise nature of secondary losses resulting from the COMPANY'S breach of this Agreement. Therefore, upon decertification of the project, the total amount of tax that would otherwise have been due and payable to the CITY but has otherwise been exempted pursuant to Section B, paragraph 1 hereof shall be paid as a Payment In Lieu of Tax and as the CITY'S sole remedy at law and equity for damages as a result of a breach of this agreement. Said Payment In Lieu of Tax shall be due and payable to the Treasurer of the City of Fall River within sixty (60) days of the date this project is decertified.

C. OTHER CONSIDERATIONS

1. Pursuant to 760 C.M.R, 22.05(8) (d), see 402 C.M.R. 2.22, this Agreement shall be binding upon the Company and its successors and assigns, and upon the Owner and its successors and assigns, so long as the Project's certification has not been revoked by EACC.
2. Except as otherwise specified herein, this Agreement is subject to Massachusetts General Laws Chapter 23A, Sections 3A through 3F inclusive; Chapter 40, Section 59; and Chapter 59, Section 5, Clause Fifty-First.
3. Should any part, term or provision of this Agreement be determined by any court of competent jurisdiction to be illegal or invalid, the validity of the remaining parts, terms, and provisions shall not be affected thereby and said illegal or invalid part, term of provision shall be deemed not to be a part of this Agreement.
4. [Reserved]
5. Notices under this Agreement are sufficient if given by nationally recognized overnight courier

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service, certified mail (return receipt requested), facsimile with electronic confirmation, or personal delivery to the other party at the address below. If no address is listed for a party, notice to such party will be effective if given to the last known address. Notice is effective: (a) when delivered personally, (b) 3 business days after sending by certified mail, (c) on the business day after sending by a nationally recognized courier service, or (d) on the business day after sending by facsimile with electronic confirmation to the sender. Each party may update its contact information by notice to the other. Routine business and technical correspondence must be in English, and may be in electronic form. All legal notices given under this Agreement must be written, in non-electronic form, and in English, and will be effective when received.

The contact information for each party is as follows:

CITY

City of Fall River, Attention: Mayor
One Government Center
Fall River, MA 02722
Fax: 508-324-2626
Email: mayor@fallriverma.org

With a copy to:

City of Fall River, Attention: Corporation Counsel
One Government Center
Fall River, MA 02722
Fax: 508-324-2655
Email: jmacy@fallriverma.org

COMPANY

Harbour Hill, LLC
Attn: Steven A. Cohen
1105 Massachusetts Ave #2F
Cambridge, MA 02138
Fax: 617-864-7250
Email: Steven.cohen@ceagroupinc.com

With a copy to:

Sherin & Lodgen
Attn: Richard Kaitz, Esq
101 Federal Street
Boston, MA 02110

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6. If and to the extent that any party is prevented from performing its obligations hereunder by an event of force majeure, such party shall, except as may otherwise be required by law, be excused from performing hereunder and shall not be liable in damages or otherwise, for so long as the force majeure event shall continue, and the parties instead shall negotiate in good faith with respect to appropriate modifications to the terms hereof. For purposes of this Agreement, the term force majeure shall mean any supervening cause beyond the reasonable control of the affected party, including without limitation requirement of statute or regulation; actions of any court, explosion, actions of the elements, war, terrorism, riots, mob violence, actions of regulatory authority, or public authority having jurisdiction; acts of God, fire, earthquake, floods, inability to procure or a general shortage of labor, equipment, facilities, materials or supplies in the open market, failure of transportation, strikes, lockouts, actions of labor unions, condemnation, laws or orders of governmental or military authorities, denial of, refusal to grant or appeals of any permit, approval or action of any public or quasi-public authority, official, agency or subdivision and any litigation relating thereto, or any other cause similar to the foregoing, not within the control of such party obligated to perform such obligation.
7. This Agreement constitutes the entire Agreement between the parties and supersedes all other oral or written communications. Except as otherwise specified herein, this Agreement may be amended or modified only by a written instrument signed by a duly authorized agent of each party.
8. This Agreement shall be governed by the laws of the Commonwealth of Massachusetts, without regard to conflicts of law. Any and all proceedings or actions relating to subject matter herein shall be brought and maintained in the courts of the Commonwealth, Bristol County, or of the federal district court sitting in the Commonwealth, which shall have exclusive jurisdiction thereof.
9. The parties represent that the persons executing this Agreement on their behalf are duly authorized to execute this Agreement.

[Signature Page Follows]

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DRAFT

Executed as a sealed instrument.

*Tax Increment Financing Board,
City of Fall River*

Harbour Hill, LLC

Mayor Jasiel F. Correia, II, Chairman

Name

Title

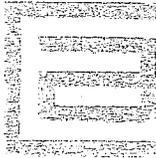
Date

Date

*SUBJECT TO ADDITIONAL MODIFICATIONS

1/b

CEA GROUP, INC



1105 MASSACHUSETTS AVENUE SUITE 2F CAMBRIDGE, MA 02139 617 576-6500 FAX 864-7250

RECEIVED
2016 FEB 18 P 4:38
CITY CLERK
FALL RIVER, MA

January 27, 2016

Mayor Jasiel F. Correia
Chairman, Tax Increment Financing Board
City of Fall River
One Government Center
Fall River, MA 02722

Re: Redevelopment of Former New Harbour Mall

Dear Mayor Correia:

CEA Group, Inc. is interested in securing a Local Tax Increment Financing Agreement, an Investment Tax Credits, and an Abandoned Building Tax Credit with the City of Fall River and the Commonwealth of Massachusetts for the redevelopment of the Harbor Mall property located at 374 William S. Canning Boulevard.

The parcel will be redeveloped to accommodate 20-30 new retail space for shops, services, and restaurants as well as a state of the art cinema. The total cost of the design and rehabilitation will reflect an estimated \$25 million investment, plus very significant additional investments by our retail tenants. Upon completion of the redevelopment, it is anticipated that a total of 500 new positions will be created.

As part of this redevelopment, we will subdivide our property and convey approximately 9.53 acres of land to Demoulas Super Markets, Inc., d.b.a. Market Basket, which will anchor the shopping center. In addition to the investment and employment which we plan, as described above, Market Basket will be making a significant additional investment to construct their store and will be creating a substantial number of additional positions.

The investment required to bring this dramatic redevelopment project to fruition is very substantial and simply cannot be accomplished without public support. In order to assure the financial viability of this project and to make it possible to improve this key underutilized parcel in the south end of Fall River, we need to access any and all local and state tax incentives available through the Economic Development Incentive Program to facilitate our proposed redevelopment plans, which will create substantial additional employment opportunities. To that end, within the next 30 days we will submit a Tax Increment Financing application to the City of Fall River for consideration.

CEA DEVELOPMENT CORP.
ARALIA ARCHITECTURE/PLANNING, INC.
ARALIA CONSTRUCTION, INC.
CEA MANAGEMENT CORP.

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We are in the process of completing final design and hope to commence full construction in the early fall of 2016. We plan to appear before the Massachusetts Economic Assistance Coordinating Council in March 2016 and the Fall River Tax Increment Finance Board and City Council in February 2016. Toward this end we will be working with the Fall River Office of Economic Development and the Massachusetts Office of Business Development to facilitate and coordinate the filing of all appropriate information and applications.

Thank you for your time and consideration in this matter. If you have any questions, do not hesitate to contact us.

Sincerely,

Steven A. Cohen

cc: Kenneth Fiola Jr. Esq.
Fall River Office of Economic Development



COMMONWEALTH OF MASSACHUSETTS
 ECONOMIC ASSISTANCE COORDINATING COUNCIL
 MASSACHUSETTS OFFICE OF BUSINESS DEVELOPMENT

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2016 FEB 18 P 4: 38

CITY CLERK
 FALL RIVER, MA

1/b

**Economic Development Incentive Program (EDIP)
 LOCAL INCENTIVE-ONLY APPLICATION**

A complete application with all required attachments must be submitted in electronic form to your MOBD Regional Director by 5:00 P.M. on the application deadline date. A hardcopy with original signatures and attachments must be postmarked no later than 1 day after the submission deadline and mailed to: EDIP Manager, MOBD, 10 Park Plaza, Suite 3730, Boston, MA 02116. **Applications that are incomplete or submitted after the deadline will not be considered at the scheduled EACC meeting, without exception.**

For assistance with this application please work with your MOBD Regional Director, local municipal officials and refer to the EDIP Guidelines and 402 CMR 2.00.

PART I. COMPANY OVERVIEW					
1. COMPANY INFORMATION					
Company Name:	Harbour Hill, LLC				
Project Location Address:	Street Address:	374 William S. Canning Boulevard			
	City:	Fall River	MA	Zip Code:	02721
FEIN # (Federal Employer Identification Number):	#13-4001124				
DUA # (Dept. of Unemployment Assistance Number):	# 82-11774-1				
2. COMPANY CONTACT					
Executive Officer/ Company Designee:	Full Name:	Steven A. Cohen	Title:	Manager	
Contact (if different from above)	Full Name:	Laura B. Cohen	Title:	Project Manager	
Contact Address:	Street Address:	1105 Massachusetts Ave. #2F			
	City:	Cambridge	State:	MA	Zip Code: 02138
Telephone Number:	617-576-6500 x21				
Email Address:	laura.cohen@ceagroupinc.com				

3. COMPANY DESCRIPTION & HISTORY

Please provide a brief description and history of the company.

Harbour Hill, LLC owns the site of the former New Harbour Mall located at 374 William S. Canning Boulevard in Fall River, MA. Built in 1971, this shopping center was a thriving regional mall for many years with 2 major anchor tenants (originally Brandlees and Grant City, later Walmart and Kmart), an 8-screen movie theater and numerous smaller stores in an enclosed mall. However, as shopping habits changed over the years and enclosed malls lost favor with the public, the shopping center gradually deteriorated. The movie theater, the only one in the City, closed down in 2007. Walmart announced in 2011 that it planned to close its store and relocate. That was the last nail in the coffin. By the time Walmart actually vacated, most of the mall stores had left as well. Today the mall is empty.

Only a major investment and a total redevelopment offers the possibility of revitalizing this failed shopping center. CEA Group, a real estate development firm with 35 years experience, was brought into the ownership in 2013 in order to reimagine and redevelop the property. After three years of work, CEA has formulated a plan for a dramatic redevelopment of the property, but success depends on the support of the City and State.

PART II. ECONOMIC DEVELOPMENT PROJECT

1. NATURE & PURPOSE OF PROPOSED PROJECT

Please provide a description of the proposed expansion project. Additionally, please explain why the local incentives are necessary for this project to move forward.

The project will entail a complete redevelopment of the property. Existing buildings will be gutted or demolished. All new modern facades will be created by our prominent architects. All new building utilities will be installed. The parking lot will be resurfaced, with new curbing and landscaped island. New pedestrian-friendly sidewalks and signage will be installed. New modern lighting will be installed in the parking lot and on the sidewalks. Underground utilities will be repaired, replaced and/or expanded. For all intents and purposes, the shopping center will be brand new, redesigned to reflect the most current trends in retail lifestyle architecture.

In order to provide for the key retailer to anchor the shopping center, the redevelopment plan includes the sale of 9.53 acres to DSM for the construction of a new 80-85,000 s.f. Market Basket supermarket. The project will also include a new state-of-the-art 12-screen movie theater, a dramatic central plaza flanked by restaurants with outdoor seating, and 25+ new retailers selected to serve the needs of Fall River residents.

This dramatic redevelopment will require an investment of approximately \$25,000,000 (in addition to approximately \$16,000,000 to be invested by DSM to construct the new Market Basket). Market rents in Fall River are not high enough to support this substantial development cost without assistance from the the City and State. For this reason, the local incentives are necessary for this project to move forward.

2. PROJECT TIMELINE

(a) Please indicate the date a Letter of Intent was sent to the municipality and cc: MOBD Regional Director:	(b) Date the applicant expects to begin the project:	(c) Date the applicant expects to complete the project:	(d) Date the applicant expects to open the facility:
1/27/2016	8/31/2016	6/1/2017	6/1/2017

Additional Information (if necessary) on Project Timeline: Project start and completion/opening dates are approximate and subject to change based upon market conditions and construction timing.

1/b

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ECONOMIC ASSISTANCE COORDINATING COUNCIL
MASSACHUSETTS OFFICE OF BUSINESS DEVELOPMENT

3. PRIVATE INVESTMENT					
Total Projected Private Investment:		\$25,000,000			
Additional Information (if necessary) on Investment: Investment amount is an estimate based upon current development program and scope.					
4. MASSACHUSETTS EMPLOYMENT					
(a) Is the applicant new to Massachusetts?		Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>			
(i) If no, where are the existing Massachusetts facilities?					N/A <input type="checkbox"/>
(b) Will the proposed economic development project require and/or trigger the closing or consolidation of any Massachusetts facilities or the elimination of any other jobs currently in Massachusetts? If yes, please give location of facility and explain.		Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, please explain:			
5. EMPLOYMENT & JOB CREATION					
(a) COMPANY NAME EXISTING EMPLOYMENT AT PROJECT LOCATION					
Please indicate the number of Permanent Full-Time Jobs to be created in total and by year. If job creation timeline exceeds five years, please complete the "Extended Job Creation Schedule" and attach as an addendum.					
(i) Permanent Full-Time Employment at Project Location at Date of Application:		(ii) Permanent Full-Time Employees to be Transferred from other Massachusetts Site to Project Location:		(iii) Total Permanent Full-Time Existing Jobs to be Retained at Project Location (sum of questions 5 (a) i. & ii.):	
3		0		3	
Notes (if necessary) on Current Project Location Employment:					
(b) COMPANY NAME JOB CREATION SCHEDULE AT PROJECT LOCATION					
Permanent Full-Time Jobs to be Created (net new to facility and Massachusetts):	Select Year 1	Select Year 2	Select Year 3	Select Year 4	Select Year 5
	200	0	0	0	0
Notes (if necessary) on Job Creation: Full time jobs vary with each tenant's operation. It is estimated that 200 full time and an additional 300 part time jobs will be created, totaling a minimum of 500 new jobs. An additional 200 construction jobs will be created.					
6. FACILITY					
(a) Will the applicant own or lease/rent the facility where the business expansion/relocation will occur?		Lease <input type="checkbox"/> Own <input checked="" type="checkbox"/>			
(i) If leasing/renting, identify the developer/landlord and state who will be the taxpayer of record for purpose of paying local real estate taxes?					N/A <input type="checkbox"/>

1/b

COMMONWEALTH OF MASSACHUSETTS
ECONOMIC ASSISTANCE COORDINATING COUNCIL
MASSACHUSETTS OFFICE OF BUSINESS DEVELOPMENT

(b) Is the site of the facility a 43D Preferred Development Site?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, name site:	N/A <input type="checkbox"/>
(c) Does the applicant intend to utilize the Commonwealth's Abandoned Building Deduction? Please note: To be eligible for the deduction the building the applicant plans to inhabit must have been at least 75% vacant or unused for 24 months or more.	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> If yes, name vacancy percentage and duration: 90 % Vacant for 30 months	N/A <input type="checkbox"/>

PART III. LOCAL INCENTIVE AGREEMENT INFORMATION					
Please work with the local municipality and your MOBD Regional Director in completing the below section.					
1. MUNICIPAL CONTACT					
Municipal Contact:	Full Name:	Kenneth Fiola, Jr.	Title:	Executive Vice President, Fall River Office of Economic Development	
Contact Address:	Street Address:	One Government Center			
	City:	Fall River	MA	Zip Code:	02722
Telephone Number:	508-324-2620				
Email Address:	kenfiolajr@aol.com				
2. LOCAL INCENTIVE AGREEMENT					
(a) Name of Economic Target Area (ETA) Project is Located in:	City of Fall River				
(b) Economic Opportunity Area (EOA):	Name of EOA: Harbor Mall Site Specific EOA				
	Is this a newly designated EOA? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>				
	(i) If yes, what is the duration of the designation?	20 Years			N/A <input type="checkbox"/>
	(ii) If no, how many years are remaining on the designation?	Years			N/A <input type="checkbox"/>
(c) Type of Local Incentive:	<input checked="" type="checkbox"/> Tax Increment Financing (TIF) Agreement <input type="checkbox"/> Special Tax Assessment (STA)				
i) Duration of Local Incentive:	15 Year Local Incentive				
ii) Exemption Schedule of Local Incentive:	100-100-100-100-100-100-75-75-75-75-75-25-25-25-25%				

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COMMONWEALTH OF MASSACHUSETTS
ECONOMIC ASSISTANCE COORDINATING COUNCIL
MASSACHUSETTS OFFICE OF BUSINESS DEVELOPMENT

<p>iii) Start & Expiration Date of Local Incentive:</p> <p>If Agreement commences upon certificate of occupancy please check box:</p>	<p>Start Date: <i>Select mm/dd/yyyy</i></p> <p>Expiration Date: <i>Select mm/dd/yyyy</i></p> <p><input checked="" type="checkbox"/> Local Incentive Agreement commences upon certificate of occupancy and the dates represent best projections of the start & expiration of the local incentive based on the project timeline.</p>
<p>iv) Date Municipality Approved Local Tax Incentive or Date of Scheduled Vote:</p>	<p><i>Select mm/dd/yyyy</i></p>
<p>(d) Attachment A: Economic Opportunity Area (EOA) Designation Application (for newly designated EOA's only) Please attached a signed copy of the EOA Designation Application.</p>	<p>Attached <input type="checkbox"/></p> <p>N/A <input type="checkbox"/></p>
<p>(e) Attachment B: Local Incentive Agreement Please attach a signed copy of the TIF or STA Agreement.</p>	<p>Attached <input type="checkbox"/></p>
<p>(f) Attachment D: Municipal Vote by Authoritative Body Approving Incentive Please attach a copy of the vote approving the local incentive.</p>	<p>Attached <input type="checkbox"/></p>
<p>(g) Attachment E: Municipal Vote by Authoritative Body Approving submission of application of the Economic Assistance Coordinating Council (EACC)</p>	<p>Attached <input type="checkbox"/></p>
<p>(h) Exhibit 1: Local Incentive Valuation Please complete the attached exhibit detailing the estimated property tax exemption over the life of the agreement.</p>	<p>Complete <input type="checkbox"/></p>

PART IV. LABOR AFFIRMATION & DISCLOSURES

1. CERTIFICATION OF STATE & FEDERAL EMPLOYMENT LAWS

- As an applicant requesting Certified Project approval, _____, affirms (**check box**) that this business will not unlawfully misclassify workers as self-employed or as independent contractors, and certifies compliance with applicable state and federal employment laws and regulations, including but not limited to minimum wages, unemployment insurance, workers' compensation, child labor, and the Massachusetts Health Care Reform Law, Chapter 58 of the Acts of 2006, as amended.
- As an applicant requesting Certified Project approval, _____, affirms (**check box**) that this business will not knowingly employ developers, subcontractors, or other third parties that unlawfully misclassify workers as self-employed or as independent contractors, or that fail to comply with applicable state and federal employment laws and regulations, including but not limited to minimum wages, unemployment insurance, workers' compensation, child labor, and the Massachusetts Health Care Reform Law, Chapter 58 of the Acts of 2006, as amended.

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COMMONWEALTH OF MASSACHUSETTS
ECONOMIC ASSISTANCE COORDINATING COUNCIL
MASSACHUSETTS OFFICE OF BUSINESS DEVELOPMENT

2. COMPANY DISCLOSURE	
Within the past five years, has the applicant or any of its officers, directors, employees, agents, or subcontractors of which the applicant has knowledge, been the subject of (if yes, please provide details):	
(a) an indictment, judgment, conviction, or grant of immunity, including pending actions, for any business-related conduct constituting a crime under state or federal law;	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Details:
(b) a government suspension or debarment, rejection of any bid or disapproval of any proposed contract subcontract, including pending actions, for lack of responsibility, denial or revocation of prequalification or a voluntary exclusion agreement; or	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Details:
(c) any governmental determination of a violation of any public works law or regulation, or labor law or regulation or any OSHA violation deemed "serious or willful?"	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Details:

V. AUTHORIZATION & CERTIFICATIONS	
1. CERTIFICATE OF GOOD STANDING	
<p>Provide proof of good tax standing in the Commonwealth of Massachusetts via a <u>Massachusetts Department of Revenue</u> Certificate of Good Standing for each of the businesses intending to take advantage of the state tax incentives.</p> <p>*Applications will not be reviewed by the Economic Assistance Coordinating Council until a Certificate of Good Standing has been received.</p> <p>To obtain a Certificate of Good Standing visit: https://wfb.dor.state.ma.us/webfile/Certificate/Public/WebForms/Welcome.aspx</p>	<p>Attached <input checked="" type="checkbox"/></p> <p>Date of DOR Application for Certificate of Good Standing: 2/9/2016</p> <p>Notes:</p>

COMMONWEALTH OF MASSACHUSETTS
ECONOMIC ASSISTANCE COORDINATING COUNCIL
MASSACHUSETTS OFFICE OF BUSINESS DEVELOPMENT

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2. APPLICATION AUTHORIZATION, CERTIFICATION & ACKNOWLEDGEMENT

I/We, Steven A. Cohen, Manager (names and titles) of the applicant business applying for "Certified Local Incentive Only Project" status from the Commonwealth of Massachusetts, Economic Assistance Coordinating Council hereby certify that I/we have been authorized to file this application and to provide the information within and accompanying this application and that the information provided herein is true and complete and that it reflects the applicant's intentions for investment, job creation and sales to the best of my/our knowledge after having conducted reasonable inquiry. I/We understand that the information provided with this application will be relied upon by the Commonwealth in deciding whether to approve "Certified Local Incentive Only Project" status and that the Commonwealth reserves the right to take action against the applicant or any other beneficiary of the Certified Local Incentive Only Project is the Commonwealth discovers that the applicant intentionally provided misleading, inaccurate, or false information I/We make this certification under the pains and penalties of perjury. I/we agree to submit a Calendar Year Annual Report to the Massachusetts Office of Business Development to give updates on the progress of the project.

The signatories also hereby acknowledge that, under the Public Records law of the Commonwealth of Massachusetts, this application and all documents submitted in support thereof are public records under the provisions of Massachusetts G. L., Ch. 4, sec. 7 (26).

Signed: 
Steven A. Cohen Manager February 10, 2016
Name Title Date

Name Title Date
Select mm/dd/yyyy

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3. DEPARTMENT OF UNEMPLOYMENT ASSISTANCE CONSENT FOR DISCLOSURE OF WAGE REPORTING INFORMATION

Consent for the Disclosure of Wage Reporting Information for Federal Employment Identification Number (FEIN): #

Division of Unemployment Assistance (DUA) Number: #

I/We, _____, a duly authorized representative of _____ and of all the other businesses listed in this Local Incentive Only Application (hereinafter "Employer"), hereby releases and gives authority to the Massachusetts Department of Unemployment Assistance, pursuant to G.L. c. 151A, §46(1), to provide the Economic Assistance Coordinating Council, upon its request, with the Employer's information, including but not limited to, wage reporting information, that is (a) necessary to verify the amount and tax year in which the Employer claims any of the Tax Incentives awarded in the Economic Development Incentive Program or Employer's fulfillment of job creation and job retention commitments as indicated in the supplemental application and job chart, or (b) otherwise necessary to ensure the proper operation or enforcement of this Agreement or the Program. This authorization is effective upon date of signature and will be valid until superseded by a subsequent application or revoked in writing.

Signed:

Name Title Date
Select mm/dd/yyyy

Name Title Date
Select mm/dd/yyyy



MASSACHUSETTS DEPARTMENT OF REVENUE
PO BOX 7044
BOSTON, MA 02204
CONTACT CENTER
(617) 887-6367

Letter ID: L1373882368
Notice Date: February 9, 2016
Case ID: 0-000-075-126

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CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



STEVEN A. COHEN
HARBOUR HILL, LLC
OFC 2F
1105 MASSACHUSETTS AVE., SUITE 2F
CAMBRIDGE MA 02138-5207

Why did you receive this notice?

The Commissioner of Revenue certifies that, as of the date of this certificate, HARBOUR HILL, LLC is in compliance with its tax obligations under Chapter 62C of the Massachusetts General Laws.

This certificate doesn't certify that the taxpayer is compliant in taxes such as unemployment insurance administered by agencies other than the Department of Revenue, or taxes under any other provisions of law.

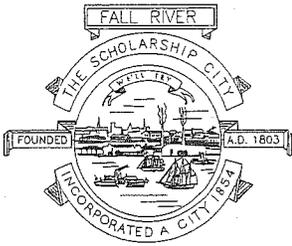
This is not a waiver of lien issued under Chapter 62C, section 52 of the Massachusetts General Laws.

Where can you find additional information?

Visit our website at mass.gov/dor for one-stop access to taxpayer information. You can learn more about state tax laws and DOR policies and procedures, including your Taxpayer Bill of Rights and the appeals process.

You can file your returns, make payments and manage your account at mass.gov/masstaxconnect. You may also contact us by phone at (617) 887-6367 or toll-free in Massachusetts at (800) 392-6089, Monday through Friday, 9:00 a.m. to 5:00 p.m.

Charlene Hannaford
Acting Deputy Commissioner



City of Fall River
Massachusetts
Office of the Mayor

2

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2016 FEB 12 P 1:17

CITY CLERK
FALL RIVER, MA

JASIEL F. CORREIA II
Mayor

February 12, 2016

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 31D of the Massachusetts General Laws, I recommend the following appropriations to your Honorable Body. At this time the Snow and Ice appropriation of \$526,243 has been fully expended.

These appropriations are necessitated due to the regular periodic review of the operating budget. The following appropriations will assist the City in meeting its Fiscal Year 2016 obligations:

1. ORDERED, that in accordance with the provisions of MGL Chapter 44 Section 31D, the Administration is hereby authorized to deficit spend the Snow and Ice Account

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

Best Regards,

Jasiel F. Correia II
Mayor

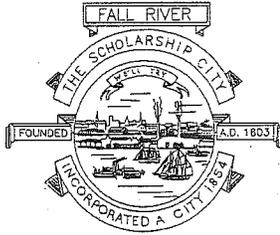
City of Fall River, In City Council

2

February 23, 2016

**ORDERED, that in accordance with the provisions of MGL Chapter 44
Section 31D, the Administration is hereby authorized to deficit spend the
Snow and Ice Account**

2



City of Fall River Massachusetts

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

JASIEL F. CORREIA II
Mayor

KENNETH C. PACHECO
Director

February 8, 2016

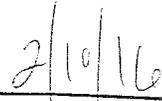
Honorable Jasiel F. Correia II
Mayor of the City of Fall River
One Government Center
Fall River, MA 02722

RECEIVED
2016 FEB 12 P 1:17
CITY CLERK
FALL RIVER, MA

APPROVED:



Mayor



Date

Dear Mayor Correia:

Re: Snow and Ice Deficit

I respectfully request your approval to deficit spend the snow and ice account as required by Massachusetts General Law Chapter 44 Section 31D.

At this time the appropriation amount of \$526,243.00 has been fully expended.

Sincerely,


Kenneth C. Pacheco, Director

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OPEN MEETING LAW COMPLAINT FORM

Office of the Attorney General
One Ashburton Place
Boston, MA 02108

RECEIVED

2016 FEB 18 A 10:46

Please note that all fields are required unless otherwise noted.

CITY CLERK
FALL RIVER, MA

Your Contact Information:

First Name: CJ Last Name: Ferry

Address: 300 Buffinton Street

City: Fall River State: MA Zip Code: 02721

Phone Number: +1 (508) 646-9026 Ext. _____

Email: cj.ferry@scstonline.com

Organization or Media Affiliation (if any): Spindle City Straight Talk / Southcoast Media

Are you filing the complaint in your capacity as an individual, representative of an organization, or media?

(For statistical purposes only)

Individual Organization Media

Public Body that is the subject of this complaint:

City/Town County Regional/District State

Name of Public Body (including city/town, county or region, if applicable): Fall River City Council - Fall River School Committee

Specific person(s), if any, you allege committed the violation: _____

Date of alleged violation: Feb 9, 2016

Description of alleged violation:

Describe the alleged violation that this complaint is about. If you believe the alleged violation was intentional, please say so and include the reasons supporting your belief.

Note: This text field has a maximum of 3000 characters.

On February 9, 2016, the Fall River City Council held a schedule posted meeting the agenda listed Communication from the Superintendent of Schools, yet the School Superintendent Meg Mayo-Brown and the School Department Financial Team, and four School Committee members, Joseph Martins, Melissa Karam-Panchley, Gabriel Andrade and Paul Coogan, which makes a quorum for the City School Committee.

Whereas, a quorum of the Fall River School Committee was present at this meeting and no posting in regards to this meeting to be held with the Fall River City Council, by either body appears to be a violation of the open meeting law (MGL 30A).

The agenda for the City Council clearly stated a communication from the School Superintendent and did not reflect an invitation for a joint session of both bodies. nor did the Fall River School Committee announce or post that a joint session was scheduled nor was an agenda available.

In the letter addressed to then Mayor Sutter from Meg Mayo-Brown several issues were discussed and from the content of that letter (attached), it is apparent that the School Superintendent and the City Council could have adequately foreseen the necessity to list this as a joint meeting and include with specificity the items to be discussed and the person or person who will be discussing these issues.

What action do you want the public body to take in response to your complaint?

Note: This text field has a maximum of 500 characters.

Due to the increasing number of open meeting law complaints, mandatory attendance of ALL elected and appointed individuals within the scope of the City of Fall River should be immediately held and pecuniary assessment levied as punitive damages for the alleged willful violation of the open meeting law.

Review, sign, and submit your complaint

I. Disclosure of Your Complaint.

Public Record. Under most circumstances, your complaint, and any documents submitted with your complaint, will be considered a public record and available to any member of the public upon request. In response to such a request, the AGO generally will not disclose your contact information.

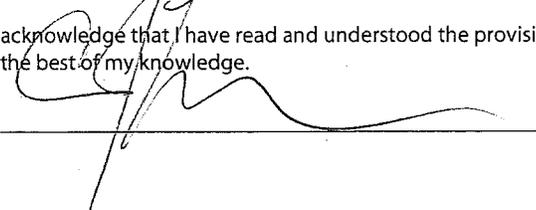
II. Consulting With a Private Attorney.

The AGO cannot give you legal advice and is not able to be your private attorney, but represents the public interest. If you have any questions concerning your individual legal rights or responsibilities you should contact a private attorney.

III. Submit Your Complaint to the Public Body.

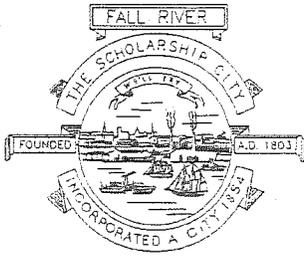
The complaint must be filed first with the public body. If you have any questions, please contact the Division of Open Government by calling (617) 963-2540 or by email to openmeeting@state.ma.us.

By signing below, I acknowledge that I have read and understood the provisions above and certify that the information I have provided is true and correct to the best of my knowledge.

Signed: _____


Date: February 15, 2016

For Use By Public Body For Use By AGO
Date Received by Public Body: Date Received by AGO:



City of Fall River Massachusetts
Office of the City Clerk

4
IVED

2016 FEB -5 A 9:01

FEBRUARY 5, 2016
MEETINGS SCHEDULED FOR NEXT WEEK
CITY COUNCIL CHAMBER, ONE GOVERNMENT CENTER

FALL RIVER, MA

ALISON M. BOUCHARD
CITY CLERK

INÊS LEITE
ASSISTANT CITY CLERK

TUESDAY, FEBRUARY 9, 2016

6:00 P.M. COMMITTEE ON FINANCE

1. *Comm. from Superintendent of Schools re: Request to amend Fiscal Year 2015 End of Year Report (postponed 1-26-16)
2. *Discussion of loan order for a Municipal Tractor – \$209,375 (referred 1-26-16)
3. *Resolution – possibility of utilizing City-owned assets for the use of advertising (adopted 1-12-16)

AGENDA

7:00 P.M. REGULAR MEETING OF THE CITY COUNCIL OR IMMEDIATELY FOLLOWING THE COMMITTEE ON FINANCE MEETING IF THAT MEETING RUNS PAST 7:00 P.M.

PRIORITY MATTERS

1. *Mayor and order requesting acceptance of two wall mount electric vehicle chargers from Nissan North America, Inc.
2. *Mayor and proposed amendments to Chapter 82: Waterways

PRIORITY COMMUNICATIONS - none

COMMITTEE REPORTS

Committee on Public Safety recommending:

Grant leave to withdraw:

3. Resolution – review traffic patterns at the intersection of Hamlet Street and Plymouth Avenue

ORDINANCES

Second Reading:

4. *Proposed ordinance – Traffic, Miscellaneous
5. *Proposed ordinance – Committee on Budget Preparation, Revenue and Audits
6. *Proposed ordinance – Amend Committee on Real Estate members
7. *Proposed ordinance – Establish Financial Audit Advisory Committee

RESOLUTIONS

8. *Com. on Ordinances and Legislation invite Dir. of Community Maintenance to future meeting to discuss possibility of establishment of city wide street sweeping program
9. *Administration partner with Sheriff's Office to improve cleanliness of city
10. *City engage services of CVS to offer free drug awareness program to high school students

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

CITATIONS – none
ORDERS – HEARINGS FOR TONIGHT – none
ORDERS – HEARINGS TO BE SCHEDULED – none
ORDERS – NO HEARING REQUIRED – none

ORDERS – MISCELLANEOUS
11. Police Chief's report on licenses

COMMUNICATIONS – INVITATIONS – PETITIONS
12. *Claims
13. Planning Board Minutes – November 5, 2015
14. Structure over a public way – Banner on Bedford Street at South Main Street for People, Incorporated – Smiles 5K Road Race

BULLETINS – NEWSLETTERS – NOTICES - none

Alison M. Bouchard
City Clerk

FALL RIVER PUBLIC SCHOOLS

Finance #1

RECEIVED

December 28, 2015

DEC 29 P 2:35

Mayor C. Samuel Sutter, Chairperson
Fall River School Committee
1 Government Center
Fall River, MA 02722

FALL RIVER, MA

RE: Request to Amend Fiscal Year 2015 End of Year Report

Dear Honorable Mayor Sutter,

I write in response to the letter I received as copy on December 23, 2015, sent by City Administrator, Cathy Ann Viveiros, requesting an amendment to the End of Year Report filed with the Department of Elementary and Secondary Education (DESE) on November 6, 2015.

In her letter the City Administrator highlighted four areas. I've addressed each below

- *For FY 2015, utilize the previously negotiated MOU for indirect cost allocations.* The FRPS Finance Team agrees with this statement as it reflects the negotiated MOU.
- *For FY 2016, utilize the "per pupil administrative cost allowance" for indirect cost allocations as agreed to by all parties in May 2015.* The FRPS Finance Team agrees with this methodology and since our October 1 student enrollment is now certified by DESE, the actual student enrollment is 10,123, not the 10,374 used by the City's Finance Team. The difference between the projected and actual student enrollment is 251 students. This reduces the per-pupil amount from \$1,130,351 to \$1,103,002, resulting in a net change of \$27,349 using the per-pupil cost of \$108.96.
- *For FY 2016, in accordance with 603 CMR 10.04, utilize direct premium costs for property insurance.* The FRPS Finance Team will not be submitting a request for an amendment for this area for FY16, however the item is open for discussion for Fiscal Year 2017.
- *For FY 2016, in accordance with 603 CMR 10.04 and in acknowledgment of the letter from Jay Sullivan, DESE, utilize direct costs for workers' compensation expenses and settlement claims and excludes legal staff costs.* The FRPS Finance Team will not be submitting a request for an amendment for this area for FY 2016, however the item is open for discussion for Fiscal Year 2017.

The City Administrator references a letter dated November 19, 2015 written by John Sullivan, Executive Director of School Finance, DESE, clarifying eligible expenses. In his letter to Mr. Kevin Almeida, Chief Financial Officer for FRPS, Mr. Sullivan also states the following:

Your letter states that your understanding of how changes occur to these negotiated agreements is that any change must be agreed to prior to the new fiscal year. Your understanding of how changes occur to these agreements is correct. Changes to a municipal agreement should be negotiated prior to or at the beginning of the fiscal year that the changes will impact. This allows both parties the opportunity to plan the balance of the new year with the changes in mind.

As the City Administrator is requesting changes to the negotiated agreement (MOU) well into Fiscal Year 2016, the FRPS Finance Team is not able to accommodate her request for amendments for Fiscal Year 2016. However, advance planning for Fiscal Year 2017 will allow for negotiating potential changes to the MOU. Further, as we consider changes for Fiscal Year 2017 the FRPS Finance Team would also offer the following for discussion:

- Pension costs to the School Department need review. The current methodology used in the End of Year Report is on the basis of Total Salaries for School Department Employees as a Percentage of the Total of all Salaries for the City's Fall River Retirement System. With the report prepared by PERAC (Massachusetts Public Employee Retirement Administration Commission), we have the Present Value of Pension Benefits or the Actuarial Accrued Liability Figure by Department. Using this actual basis prepared by PERAC, our current expenditure figure would be lowered by \$896,000 to \$1,031,000, depending on the method used.
- After review of the FRPS Health Care account, it is noted that Stop Loss Credits/Reimbursements are fully taken by the City. These credits/reimbursements are done as a reduction to the amounts being charged to the City by Blue Cross/Blue Shield. Credits/Reimbursements related to the School Department should be applied to FRPS.

Additionally, the tuition figure moved to Circuit Breaker was not included in the End of Year report. A total \$73,946 was moved through a journal entry from the Operating Budget to the Circuit Breaker Revolving Fund. This created a surplus within the Operating Budget, thus returning funds to the City for Free Cash and this amount will be amended on the End of Year Report.

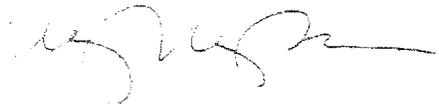
In closing, two outstanding areas need to be addressed. First, the City Administrator asserts additional sums for transportation should not be included in the End of Year Report. This matter is comprehensive and historical in nature and a letter from Chief Operating Officer Tom Coogan will be sent under separate cover to address the issue. Second, the City Administrator suggests

there is no need for a MOU. I would caution her recommendation given 603 CMR 10.04, Section 2.

Where the Department's guidelines permit districts to select among two or more permissible methods for allocating the municipal expenditures set forth in 603 CMR 10.04 (1) (g) through (m), one method shall be chosen by the school district and used consistently from year to year. The allocation method used to report expenditures by municipal departments other than the school department may be changed only with the approval of the Commissioner.

As I indicated in my letter to you, dated November 25, 2015, the City's shortfall in meeting required Net School Spending remains at \$1.3 million for Fiscal Year 2016.

Sincerely,



Meg Mayo-Brown
Superintendent of Schools

CC: Fall River School Committee, City Administrator, City Treasurer, City Council Members, John Sullivan

**CITY OF FALL RIVER
IN CITY COUNCIL**

JAN 12 2016

*Referred to the
Committee on Finance*

*1-26-16
Postponed to 2-9-2016*



OPEN MEETING LAW COMPLAINT FORM

Office of the Attorney General
One Ashburton Place
Boston, MA 02108

RECEIVED

Please note that all fields are required unless otherwise noted. FEB 18 A 10:46

Your Contact Information:

CITY CLERK
FALL RIVER, MA

First Name: CJ Last Name: Ferry

Address: 300 Buffinton Street

City: Fall River State: MA Zip Code: 02721

Phone Number: +1 (508) 646-9026 Ext. _____

Email: cj.ferry@scstonline.com

Organization or Media Affiliation (if any): Spindle City Straight Talk / Southcoast Media

Are you filing the complaint in your capacity as an individual, representative of an organization, or media?

(For statistical purposes only)

Individual Organization Media

Public Body that is the subject of this complaint:

City/Town County Regional/District State

Name of Public Body (including city/town, county or region, if applicable): Fall River City Council - Ordinance Sub-Committee

Specific person(s), if any, you allege committed the violation: City Council President Shawn Cadime, Cliff Ponte, Joseph Camara, Pam Laliberte-Lebeau, Stephen Long, Linda Pereira

Date of alleged violation: Feb 16, 2016

Description of alleged violation:

Describe the alleged violation that this complaint is about. If you believe the alleged violation was intentional, please say so and include the reasons supporting your belief.

Note: This text field has a maximum of 3000 characters.

The City Council Sub-Committee on Ordinance and Legislation has five City Councilors as its members and meet regularly as a sub-committee containing five City Councilors. Five City Councilors form a quorum of the full City Council and by having a quorum of the full Council on a sub-committee in essence is a undeclared full City Council Meeting.

Further, any actions taken by this sub-committee that may be passed on to a regular meeting of the City Council that has been approved by the full sub-committee in fact means that the full City Council has already passed this measure and is a deliberation of the issue, ordinance or action by the City Council.

Whereas, the sub-committees are assigned as a matter of practice and ordinance, the City Council President Shawn Cadime is the primary alleged violator of the open meeting law (MGL 30A) and any and all governing Massachusetts General Laws.

What action do you want the public body to take in response to your complaint?

Note: This text field has a maximum of 500 characters.

Pecuniary assessments need to be assessed on the members listed in this complaint. A required in person attendance at the next available Open Meeting Law training. All actions taken by this committee should be immediately vacated.

Review, sign, and submit your complaint

I. Disclosure of Your Complaint.

Public Record. Under most circumstances, your complaint, and any documents submitted with your complaint, will be considered a public record and available to any member of the public upon request. In response to such a request, the AGO generally will not disclose your contact information.

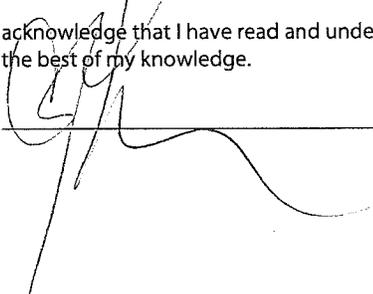
II. Consulting With a Private Attorney.

The AGO cannot give you legal advice and is not able to be your private attorney, but represents the public interest. If you have any questions concerning your individual legal rights or responsibilities you should contact a private attorney.

III. Submit Your Complaint to the Public Body.

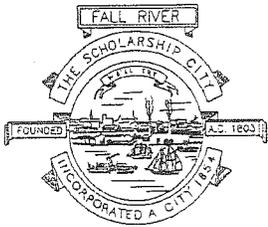
The complaint must be filed first with the public body. If you have any questions, please contact the Division of Open Government by calling (617) 963-2540 or by email to openmeeting@state.ma.us.

By signing below, I acknowledge that I have read and understood the provisions above and certify that the information I have provided is true and correct to the best of my knowledge.

Signed: 

Date: February 16, 2016

For Use By Public Body For Use By AGO
Date Received by Public Body: Date Received by AGO:



CITY OF FALL RIVER, MASSACHUSETTS RECEIVED

CITY COUNCIL

FEB 10 P 12:09

COLLEEN A. TAYLOR
CLERK OF COMMITTEES

FALL RIVER, MA
INÉS LEITE
ASSISTANT CLERK OF COMMITTEES

February 10, 2016

Dear Councilor:

A meeting of the City Council Committee on Ordinances and Legislation has been scheduled for Tuesday, February 16, 2016 at 5:30 pm in the Council Chamber, Government Center, to discuss the following items:

1. Proposed Ordinance – Department of Community Maintenance (ref. 1/26/16)
2. Resolution – Discuss ambiguity in current zoning ordinance regarding [A-2] Apartment District (adopted 12/22/16)

It is respectfully requested that you attend this meeting.

Very truly yours,

Colleen A. Taylor
Clerk of Committees

- Committee Members:
- C. Ponte, Chr.
 - J. Camara
 - P. Laliberte-Lebeau
 - S. Long
 - L. Pereira

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

CITY OF FALL RIVER

To the City Council

Councillors:

The Committee on Ordinances and Legislation, at a meeting held on February 16, 2016, voted unanimously to recommend that the accompanying proposed ordinance be referred to the Planning Board for action, with Councilor Joseph D. Camara absent and not voting.


Clerk of Committees

City of Fall River, *In City Council*

6

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

That Chapter 86 of the Revised Ordinances of the City of Fall River, Mass., 1999, which chapter relates to Zoning, be amended as follows:

Section 1.

By striking out in Section 86-35 Table of Dimensional Regulations "45 or", under the heading "Max. Building Height (feet)" corresponding to the "APARTMENT" zone.

Section 2.

By striking out sub-section (3) in Section 86-148, which section relates to Apartment District, in its entirety and inserting in place thereof the following: "In this Apartment District the minimum lot area shall be ten thousand (10,000) square feet for the first dwelling unit and two thousand (2,000) square feet for each additional dwelling unit".

CITY OF FALL RIVER

To the City Council

Councillors:

The Committee on Ordinances and Legislation, at a meeting held on February 16, 2016 voted 3 yeas, 1 present to recommend that the accompanying proposed ordinance be passed through first reading, with Councilor Pereira voting present and Councilor Joseph D. Camara absent and not voting.


Clerk of Committees

City of Fall River, In City Council

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

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

Section 1

By inserting in section 2-205, which section pertains to generally, the following:

(11) Department of Buildings and Grounds

Section 2

By striking in section 2-208, sub-section (b), which section pertains to Department of community maintenance, "the municipal buildings division".

Section 3

By inserting a new section 2-216, as follows:

Department of Buildings and Grounds

- (a) *Established.* There shall be a Department of Buildings and Grounds which shall be under the supervision of the City Administrator.
- (b) *Divisions.* Within the department of buildings and grounds shall be municipal buildings, custodians, plumber, electrician, cleaning contractor(s) and Community Preservation Act/capital projects.

Section 4

By striking out Subdivision V. Division of Municipal Buildings in its entirety.

Section 5

That Chapter 50 of the Revised Ordinances of the City of Fall River, Massachusetts, 1999, which chapter relates to Personnel, be amended as follows:

By striking out in Section 50-301, which section relates to salary schedules generally, in proper alphabetical order, the following:

Buildings and grounds manager:

7-1-2013	\$2,394.64
6-30-2014	\$2,418.59

and, by inserting in place thereof, the following:

Director of Buildings and Grounds..... per contract

This ordinance shall take effect upon passage to be ordained.

CITY OF FALL RIVER
 IN CITY COUNCIL
 JAN 26 2016
*Referred to the Committee
 on Ordinances and Legislation*

City of Fall River, *In City Council*

(Councilor Pam Laliberte-Lebeau)

WHEREAS, it is the duty of all property owners (residential, commercial and city owned property) to clear all snow and ice from sidewalks after a storm, and

WHEREAS, Chapter 66, Section 32 of the Revised Ordinances of the City of Fall River, states that this must be performed within five hours between sunrise and sunset after the conclusion of the storm, now therefore

BE IT RESOLVED, that the Committee on Ordinances and Legislation convene to review this ordinance and discuss enforcement.

City of Fall River, In City Council

9

(Councilor Steven A. Camara)
(Councilor Cliff Ponte)

BE IT RESOLVED, that the City Council and City Administration take the necessary steps to eliminate the \$120.00 per household annual fee for collection/disposal of household trash.

City of Fall River, In City Council

10

(Councilor Steven A. Camara)
(Councilor Raymond A. Mitchell)

WHEREAS, the Administration has eliminated the position of Recycling Coordinator, and

WHEREAS, recycling and reusing disposed items as well as reducing the amount of recyclables, reusables, as well as solid waste, must be among the highest priorities of governments, businesses and individuals, and

WHEREAS, reducing the amount of solid waste entering the so-called "waste stream" is of paramount importance as we, locally, address the international issue of global warming and the related issue of excessive solid waste disposal, now therefore

BE IT RESOLVED, that the City Council Subcommittee on Health and Environmental Affairs convene and invite administration representatives and area experts on sustainability to discuss the current state-of-affairs concerning recycling as well as the reuse and reduction of solid waste and disposable products, and

BE IT FURTHER RESOLVED, that a firm commitment be made to recycle and reuse disposables generated by municipal governments, residents and businesses and that the status of reducing the amount of solid waste entering the waste stream be reviewed and evaluated.

City of Fall River, In City Council

ORDERED, that the following license for the operation of an auto repair shop be revoked at the request of the property owner Maria Bernardo, Bernardo Properties, LLC, for the following license:

License No. 202 Granted: December 12, 1995

Manuel and Nancy Ferreira, M&N Ferreira, Inc., d/b/a Bernardo's Auto Repair and Sales, for a license to operate an auto repair shop at 182 Stafford Road, on Lot F-22-20, 21, Assessors Plan.



PEREIRA LAW, P.C.

1822 North Main Street, Suite 203, Fall River Massachusetts 02720

508 675-1188

FAX 508 675-1189

STEVEN R. PEREIRA
ALLYSON A. PEREIRA

Certified Mail # 7014-0150-0000-8620-2073

January 27, 2016

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

Re: Auto Repair License #202
Manuel & Nancy Ferreira – M & N Ferreira, Inc.
182 Stafford Road, Fall River, MA
REQUEST FOR REVOCATION OF LICENSE

CITY CLERK
FALL RIVER, MA
2016 FEB -9 P 12:05
RECEIVED

Dear Madam:

My name is Maria Bernardo, Principal and Manager of Bernardo Properties, LLC, owner of the premises at 182 Stafford Road, Fall River, MA. Said property was previously rented to the above-named Manuel & Nancy Ferreira – M & N Ferreira, Inc., for purposes of allowing them to operate both an auto repair and an auto sales business.

The businesses no longer operate at said premises and have not operated there since during or about February of 2015. In fact, Mr. Ferreira is now deceased, and attempts to reach Mrs. Ferreira have been unsuccessful. The Used Car Dealer's License they held, being license # 109, expired on January 1, 2016.

Bernardo Properties, LLC is attempting to sell the property at 182 Stafford Road. The existing auto repair license which lists the property at 182 Stafford Road as its location has, in essence, created an encumbrance on the property and is infringing on our ability to freely conduct an arm's length sale of the property. In that the business noted on said Auto Repair License is not operating, and certainly not operating at 182 Stafford Road, I believe the License is invalid and should be revoked.

In that such auto repair licenses are valid for a period of two (2) years, and no other action is currently being taken by any party associated with the License to address the matter, request is hereby made that the issue of the validity of said License #202 be called before the City Council with a request that the same be ordered transferred or revoked.

I thank you for your time and consideration in this regard.

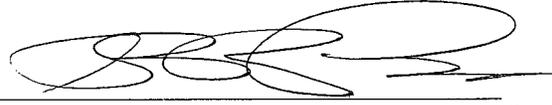
Very truly yours,
Maria Bernardo
Maria Bernardo

SRP/db

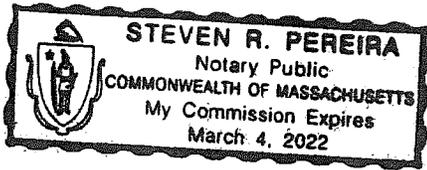
COMMONWEALTH OF MASSACHUSETTS
Bristol, SS.

At Fall River

On this 27th day of January, 2016, before me, the undersigned Notary Public, personally appeared Maria Bernardo, Manager of Bernardo Properties, LLC, proved to me through satisfactory evidence of identification, which was a Massachusetts drivers license, to be the person who signed the preceding document in my presence, and who swore or affirmed to me that the contents of the letter are truthful and accurate to the best of her knowledge and belief.



Steven R. Pereira Notary Public
My Commission Expires: 3/4/2022



33



Subrogation Department

1310 Martin Luther King Drive | P.O. Box 3068 | Bloomington, IL 61702-3068
Phone 888-767-2361 | Fax 309-820-2626

19

February 3, 2016

CITY OF FALL RIVER
CITY CLERK
1 GOVERNMENT CTR FL 2
FALL RIVER, MA 027227700

RE: Afni File #: 1275126
LIBERTY MUTUAL INSURANCE Claim #: 028328933
Insured: JAMESON GUIMOND
Date of Loss: 11/5/2013
Total Damages: \$113.48
Your Claim #: 15-2974
Your Insured: FALL RIVER DEPT OF PUBLIC WORKS

Dear CITY CLERK:

Please be advised we represent LIBERTY MUTUAL INSURANCE in their subrogation claim against your insured for the incident that occurred on November 5, 2013.

Our subrogation demand and supporting documents were provided to you on 4/20/2015.

I would appreciate it if you could please contact me with the status of this claim at 888-767-2361 or you may fax me as well at 309-820-2626.

Sincerely,

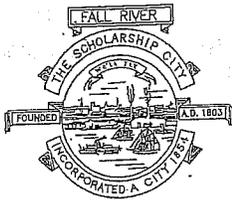
Damon Coachman

DAMON COACHMAN
EARLCOACHMAN@AFNI.COM
Subrogation Specialist

RECEIVED
2016 FEB -9 P 12:05
CITY CLERK 15-166B
FALL RIVER, MA

✓ City Clerk
✓ LAW
✓ City Council

FEB -9 2016



CITY OF FALL RIVER, MA
LAW DEPT.

16 FEB -9 AM 10:17

RECEIVED

2016 FEB -9 A 10:55 City of Fall River
Notice of Claim

1. Claimant's name: Genoveva Andrade / Jorge Andrade
2. Claimant's complete address: 45 Carrie Hood Lane Somerset
3. Telephone number: Home: 508-527-1107 Work: 508 496 5119
4. Nature of claim: (e.g., auto accident, slip and fall on public way or property damage):
Hit pothole on Davol Street
5. Date and time of accident: 9/23/15 Noon Amount of damages claimed: \$ 313.58
6. Exact location of the incident: (include as much detail as possible):
traveling north on Davol, hit a pothole
7. Circumstances of the incident: (attach additional pages if necessary):
I had to purchase a new tire for my car due to the damage caused by the poor road conditions on Davol 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: 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: 1/26/16

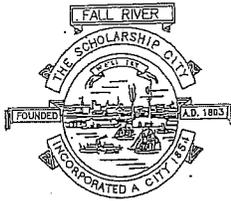
Claimant's signature: Genoveva Andrade

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, 2nd 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:						Date: <u>2/9/16</u>
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/C.M.	



RECEIVED

City of Fall River
Notice of Claim

2016 FEB -9 A 11:19

1. Claimant's name: Richard J Furtado CITY CLERK 16-10
FALL RIVER, MA
2. Claimant's complete address: 187 Rock Street
3. Telephone number: Home: 774-510-0282 Work: _____
4. Nature of claim: (e.g., auto accident, slip and fall on public way or property damage):
Hit pot hole
5. Date and time of accident: 2/8/16 9pm Amount of damages claimed: \$ 109.07
6. Exact location of the incident: (include as much detail as possible):
UP Troy street past the old police station
7. Circumstances of the incident: (attach additional pages if necessary):
Traveling home, I failed to avoid a large pothole that has been on Troy street for almost a month, due to the snow and inclement weather. This incident was actually the second time I had hit it, and because of this the tire on my car had blown.
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: 2/9/16

Claimant's signature: [Signature]

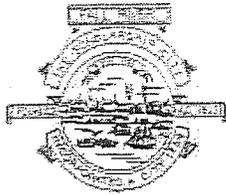
WHEN TO FILE: If your claim is based on a defect in a public way, you must file within 30 days of the incident. If your claim is based on the negligence or wrongful act or omission of the City or its employees, you must file within two years of the incident. PLEASE KEEP A COPY OF THIS FORM FOR YOUR RECORDS.

Return this from to: City Clerk, 2nd 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 Comm. Mail Date: 2/9/16



RECEIVED

City of Fall River
Notice of Claim

2016 FEB 12 A 9:13

- 1. Claimant's name: KENNETH P. LEGER CITY CLERK 16-11
- 2. Claimant's complete address: 399 OAK GROVE AVE FALL RIVER, MA UNIT A FALL RIVER MA
- 3. Telephone number: Home: 508-674-3777 Work: 774-930-9538
- 4. Nature of claim: (e.g., auto accident, slip and fall on public way or property damage):
PROPERTY DAMAGE TO AUTO MOBILE
- 5. Date and time of accident: 2/9/16 @ 11:00 AM Amount of damages claimed: \$ 740.00
- 6. Exact location of the incident: (include as much detail as possible):
NORTH BOUND TRAVEL LANE ON MERIDIAN ST (OLD MERIDIAN ST)
- 7. Circumstances of the incident: (attach additional pages if necessary):
PLEASE SEE ATTACHED DOCUMENTS

- 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: 2/11/16

Claimant's signature: Kenneth P. Leger

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, 2nd 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 type="checkbox"/> Law <input checked="" type="checkbox"/> City Council <input type="checkbox"/> City Administrator <input checked="" type="checkbox"/> DPW	Date: <u>2/12/16</u>

19

City of Fall River
Notice of Claim

RECEIVED

2016 FEB 12 A 9:14

CITY CLERK 16-11
FALL RIVER, MA

Kenneth P. Leger
399 Oak Grove Ave. Unit A
Fall River, Ma. 02723
508-674-3777 Cell 774-930-9538
Date of Incident 2/9/16 @ 11:00 am

While traveling northbound on Meridian Street I encountered a white pickup truck with a plow traveling southbound in the northbound lane (my lane) actively plowing.

The truck was lettered, I believe with, "Fall River Wastewater Treatment Facility" on the door. What the operator appeared to be trying to do was clean the roadway against the curb, sending the snow up onto the sidewalk area.

What he did not realize was he was leaving a large amount of ice and snow in the middle of the travel lane, coming off the opposite side of the plow. The driver appeared to be watching the curb and failed to notice what was being deposited in the center of the roadway.

I was unable to avoid a large ice boulder that impacted the front of my car causing significant damage.

Please see the attached photos that illustrate the condition of the travel lane and damage to the vehicle.



Office M. Pereira
508 676 8571 19
RECEIVED

City of Fall River
Notice of Claim

2016 FEB 12 A 9:55

CITY CLERK 16-12
FALL RIVER, MA

1. Claimant's name: ANTERO COSTA
2. Claimant's complete address: 184 DULUTH ST Fall River MA, 02721
3. Telephone number: Home: 774 526 9652 Work: no
4. Nature of claim: (e.g., auto accident, slip and fall on public way or property damage):

5. Date and time of accident: 2/4/2016, 9⁰⁰ adak A.M Amount of damages claimed: \$ _____
6. Exact location of the incident: (include as much detail as possible):
451 Quarry St Next to US Bedding FACTORY OUTLET
7. Circumstances of the incident: (attach additional pages if necessary):

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.

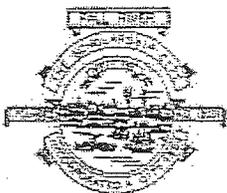
Date: 2/4/2016 Claimant's signature: Antero Costa

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, 2nd 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 checked="" type="checkbox"/> City Administrator <input checked="" type="checkbox"/> Comm. Mgmt
Date:	<u>2/12/16</u> <u>2/4/2016</u>



RECEIVED

2016 FEB 12 P 1:08

City of Fall River

Notice of Claim

CITY CLERK 16-13
FALL RIVER, MA

1. Claimant's name: Carlos S. Amargal
2. Claimant's complete address: 2 Grove St. Fall River, MA 02720
3. Telephone number: Home: _____ Work: 508-380-2713
4. Nature of claim: (e.g., auto accident, slip and fall on public way or property damage):
property damage to my vehicle. Blowout (Tire)
5. Date and time of accident: 1/30/2016 Amount of damages claimed: \$ 195.81
6. Exact location of the incident: (include as much detail as possible):

7. Circumstances of the incident: (attach additional pages if necessary):
Pothole @ intersection of Old Colony St. and Durfee St caused blowout of rear pass. tire. Photos 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
There is no reimbursement for tire hazard.

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: 2/12/16

Claimant's signature: Carlos Amargal

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, 2nd 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 type="checkbox"/> City Clerk <input checked="" type="checkbox"/> Law <input type="checkbox"/> City Council <input type="checkbox"/> City Administrator <input checked="" type="checkbox"/> DPW	Date: <u>2/12/16</u>



Council 19

RECEIVED

City of Fall River
Notice of Claim

2016 FEB 17 P 3:15

CITY CLERK 16-14
FALL RIVER, MA

1. Claimant's name: RAYMOND A MCGOUGH
2. Claimant's complete address: 21 VINCENT ST, FALL RIVER
3. Telephone number: Home: 508-273-7372 Work: N/A
4. Nature of claim: (e.g., auto accident, slip and fall on public way or property damage):
PLOW DAMAGE MY STONE WALL
5. Date and time of accident: 2/15/16 Amount of damages claimed: \$ UNKNOWN
6. Exact location of the incident: (include as much detail as possible):
PICTURES (8)
7. Circumstances of the incident: (attach additional pages if necessary):
PLOW DRIVER WAS IN THE AREA TASKED WHERE SAFETY ISLAND WAS AS HE WAS NEW AND NOT FAMILIAR WITH THE LAYOUT OF THE LAND
THE HEAVY RAIN ON TUE FEB 16 REVEALED THE WALL DAMAGE
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). NO WITNESSES

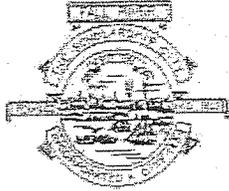
I swear that the facts stated above are true to the best of my knowledge.
Date: 2/17/16 Claimant's signature: Raymond A. McGough

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, 2nd 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:						Date
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 type="checkbox"/> DPW	<u>FEB 17 2016</u>



City of Fall River
Notice of Claim

RECEIVED

2016 FEB 18 P 2:32

19

1. Claimant's name: Courtney Sardinha & Jason Sardinha
2. Claimant's complete address: 103 Plain St 02723
3. Telephone number: Home: N/A Work: 774-526-1054
4. Nature of claim: (e.g., auto accident, slip and fall on public way or property damage):
Pot hole auto damage
5. Date and time of accident: 2/12/16 Amount of damages claimed: \$ 316.75
6. Exact location of the incident: (include as much detail as possible):
Jefferson St Southbound just past Superior Drywall
7. Circumstances of the incident: (attach additional pages if necessary):
Driving Southbound on our way to drop off son at school & was unable to avoid since there was a car on both sides. One parked and the other driving Northbound
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: 2/18/16

Claimant's signature: [Signature]

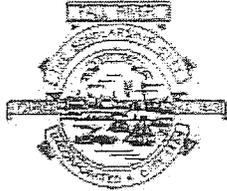
WHEN TO FILE: If your claim is based on a defect in a public way, you must file within 30 days of the incident. If your claim is based on the negligence or wrongful act or omission of the City or its employees, you must file within two years of the incident. PLEASE KEEP A COPY OF THIS FORM FOR YOUR RECORDS.

Return this from to : City Clerk, 2nd 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:	FEB 18 2016
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: _____

19



RECEIVED

City of Fall River
Notice of Claim

2016 FEB 18 P 4: 17

CITY CLERK 16-16
FALL RIVER, MA

1. Claimant's name: Lisa Barbosa
2. Claimant's complete address: 1420 Budman St. Fall River MA, 02721
3. Telephone number: Home: 774-627-4076 Work: _____
4. Nature of claim: (e.g., auto accident, slip and fall on public way or property damage):
Auto
5. Date and time of accident: 2-17-16 3pm Amount of damages claimed: \$ _____
6. Exact location of the incident: (include as much detail as possible):
Jefferson St. Fall River Ma
7. Circumstances of the incident (attach additional pages if necessary):
hit pot hole bubble front tire passenger side, clunking noise coming from that tire area and steering seems to be hard.
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: 2-18-16

Claimant's signature: Lisa Barbosa

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, 2nd 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:		Date: FEB 18 2016	
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	

FALL RIVER HOUSING AUTHORITY

85 MORGAN STREET
P.O. BOX 989
FALL RIVER, MASSACHUSETTS 02722

20

DAVID B. SULLIVAN
EXECUTIVE DIRECTOR

TELEPHONE (508) 675-3500

FAX (508) 677-1346

DANIEL P. McDONALD
DEPUTY EXECUTIVE DIRECTOR
OF OPERATIONS AND TECHNOLOGY

SECTION-8 FAX (508) 675-3435

February 1, 2016

Fall River City Council
Fall River Government Center
Fall River, MA 02722

RECEIVED
2016 FEB -9 P 12:30
CITY CLERK
FALL RIVER, MA

Dear City Councilors:

The Fall River Housing Authority, in collaboration with the Fall River Joint Tenants Council, Inc., is sponsoring a "Community Job & Education Fair" on Tuesday, February 23, 2016.

The Job Fair will take place at the Boys and Girls Club, 803 Bedford Street, between the hours of 10:00 a.m. and 1:00 p.m.

The Fall River Housing Authority and Fall River Joint Tenants Council, Inc., cordially invite you to attend this most worthwhile event.

We look forward to seeing you there!!!!

Thank you.

Very truly yours,



David B. Sullivan, Executive Director

DBS:mjg

CC: Joseph DaSilva, Family & Youth Service Coordinator

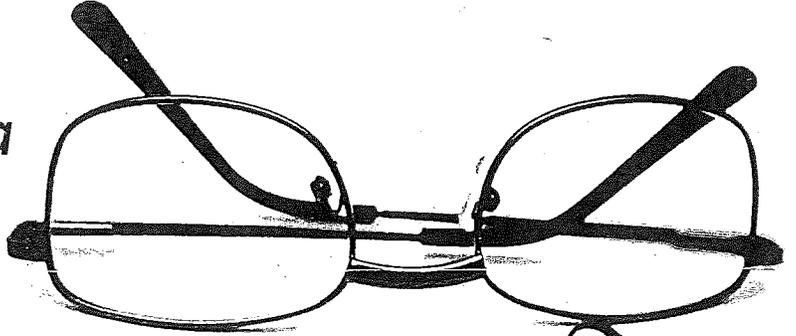
A

The Community Job and Education Fair on
February 23rd is almost here!

20

Are you prepared?

FRHA is
providing a
free
workshop
to help you
get that
job!



Resume

Employment Objective

... of work you want to do, such as:
... using my strong background in

"THE FIRST IMPRESSIONS WORKSHOP" WILL BE

HELD ON FEBRUARY 19th 2016 AT THE

FALL RIVER CAREER CENTER

LOCATED AT

446 NORTH MAIN STREET IN FALL RIVER

FROM 10:00AM TO 11:00AM.

Sign up today!

Family and Youth Services Coordinator

Joseph DaSilva (508) 675-3527

Fall River Housing Authority & Fall River Joint Tenant Council

Fall River Housing Authority &

Fall River Joint Tenant Council cordially invites you to a

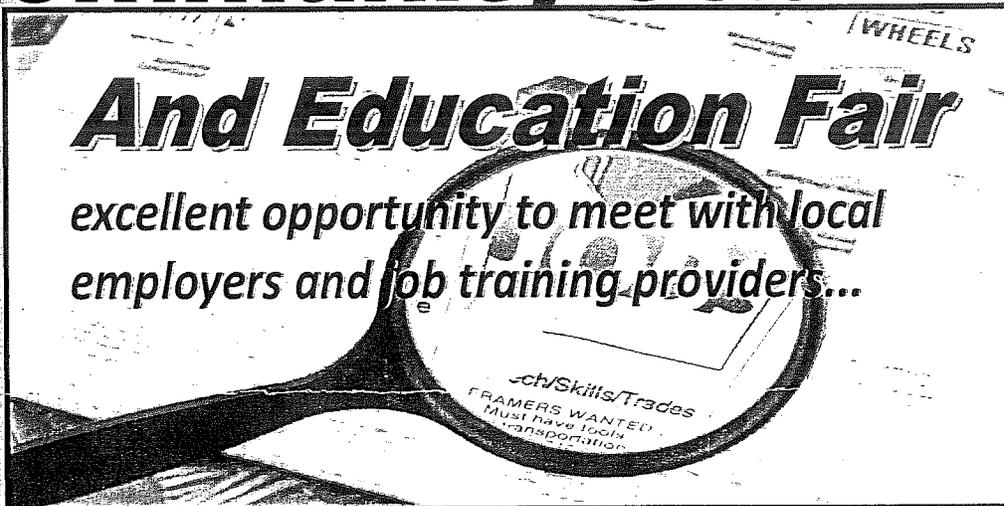
Community Job

20

C

And Education Fair

excellent opportunity to meet with local employers and job training providers...



TUESDAY FEBRUARY 23RD 2016

10:00 AM—1:00 PM

Veterans and graduates only

From 10:00 to 11:00

General Public from 11:00 to 1:00

803 Bedford ST, Fall River

Boys and Girls Club

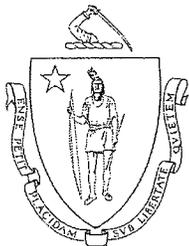
For more information, please contact:

Joseph DaSilva Family &
Youth Service Coordinator

(508) 675-3527

joey@fallriverha.org or eg31712@aol.com

Fall River Housing Authority and Fall River Joint Tenant Council



THE COMMONWEALTH OF MASSACHUSETTS
 OFFICE OF THE ATTORNEY GENERAL
 ONE ASHBURTON PLACE
 BOSTON, MASSACHUSETTS 02108

21

MAURA HEALEY
 ATTORNEY GENERAL

(617) 727-2200
 (617) 727-4765 TTY
 www.mass.gov/ago

February 12, 2016

CJ Ferry
 Spindle City Straight Talk
 300 Buffinton Street
 Fall River, MA 02721

RECEIVED
 2016 FEB 16 A 11:08
 CITY CLERK
 FALL RIVER, MA

RE: Open Meeting Law Complaint

Dear Mr. Ferry:

Thank you for contacting the Attorney General's Office. On January 20, 2016, we received your Open Meeting Law complaint, which was originally received by the Fall River City Council on or about January 12, 2016. We will review your complaint and will contact you in the event that we require additional information. We will notify you of our determination following our Office's review.

Your complaint may be resolved through either a formal order or informal action. Formal orders contain a detailed discussion of the alleged violation, applicable legal requirements, and may order any of the remedies provided in G.L. c. 30A, § 23(c). If a complaint is appropriate for informal action, we will attempt to resolve the matter by speaking to the parties, followed by a brief letter noting whether or not there was a violation and what remedial action was taken.

For additional information on the Open Meeting Law and the complaint process, please visit our website at www.mass.gov/ago/openmeeting. Please do not hesitate to contact the Division of Open Government with any further questions.

Sincerely,

Bongani T. Jeranyama
 Paralegal
 Division of Open Government

cc: Joseph I. Macy, Esq., Fall River Corporation Counsel
 ✓ Fall River City Council

Rec'd at City Council Mtg
1-12-2016

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OPEN MEETING LAW COMPLAINT FORM

Office of the Attorney General
One Ashburton Place
Boston, MA 02108

Please note that all fields are required unless otherwise noted.

Your Contact Information:

First Name: CJ Last Name: Ferry

Address: 300 Buffinton Street

City: Fall River State: MA Zip Code: 02721

Phone Number: +1 (508) 646-9026 Ext. _____

Email: cj.ferry@scstonline.com

Organization or Media Affiliation (if any): Spindle City Straight Talk

Are you filing the complaint in your capacity as an individual, representative of an organization, or media?

(For statistical purposes only)

Individual Organization Media

Public Body that is the subject of this complaint:

City/Town County Regional/District State

Name of Public Body (including city/
town, county or region, if applicable): City Council

Specific person(s), if any, you allege
committed the violation: Shawn E. Cadime, President, Linda Pereira, Vice-President, Raymond A. Mitchell, Stephen R. Long, Richard Cabeceiras, Pam Laliberte-Lebeau, Cliff Ponte, Steven A. Camara +

Date of alleged violation: Jan 12, 2016

21

Description of alleged violation:

Describe the alleged violation that this complaint is about. If you believe the alleged violation was intentional, please say so and include the reasons supporting your belief.

Note: This text field has a maximum of 3000 characters.

On a resolution proposed by the City Council President on January 12, 2016 listed in the agenda posted by the City on January 8, 2016. The resolution was presented to create a committee for the City Council "Budget Preparation, Revenue and Audit Committee". (see Attached - Marked 8)

Where this was the first City Council meeting of the year and term for these officials, no public meeting was held where it could be proposed or deliberated. The proposed resolution has obviously been deliberated on by the listed councilors either in person or via communication through the City Council Secretary or other means. For a listing of eight of the nine public officials indicate a deliberation to present this resolution. Such deliberation by the City Council is in direct violation of the Open Meeting Law whether in person or via secondary means.

The City Council has willfully and deliberately violated MGL 30A and was previously spoken to about MGL 30A and were fore warned (Pam Laliberte-Lebeau & Cliff Ponte) that violations of any provision of Massachusetts General Law will be immediately discussed and presented to the necessary individuals.

The current City Council and the City Administration regularly refer to the fact that hey meet with less than a quorum (three ata a time)

What action do you want the public body to take in response to your complaint?

Note: This text field has a maximum of 500 characters.

I would like a formal training by the Attorney General in regards to issues regarding MGL 30A and that all members of the City Council be required to attend and participate as many members of the City Council are freshman (new) and such training would potentially prevent such actions from occurring again. Whereas the City Council President, Vice-President and two City Councilors are very much aware of MGL 30A and potential punitive action (pecuniary or otherwise) should be taken as well.

Review, sign, and submit your complaint

I. Disclosure of Your Complaint.

Public Record. Under most circumstances, your complaint, and any documents submitted with your complaint, will be considered a public record and available to any member of the public upon request. In response to such a request, the AGO generally will not disclose your contact information.

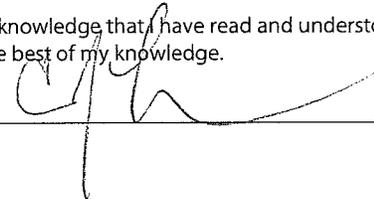
II. Consulting With a Private Attorney.

The AGO cannot give you legal advice and is not able to be your private attorney, but represents the public interest. If you have any questions concerning your individual legal rights or responsibilities you should contact a private attorney.

III. Submit Your Complaint to the Public Body.

The complaint must be filed first with the public body. If you have any questions, please contact the Division of Open Government by calling (617) 963-2540 or by email to openmeeting@state.ma.us.

By signing below, I acknowledge that I have read and understood the provisions above and certify that the information I have provided is true and correct to the best of my knowledge.

Signed: 

Date: January 12, 2015

For Use By Public Body	For Use By AGO
Date Received by Public Body:	Date Received by AGO:

21
8

City of Fall River, In City Council

(President Shawn E. Cadime)
(Councilor Linda M. Pereira)
(Councilor Raymond A. Mitchell)
(Councilor Stephen R. Long)
(Councilor Richard Cabeceiras)
(Councilor Pam Laliberte-Lebeau)
(Councilor Cliff Ponte)
(Councilor Steven A. Camara)

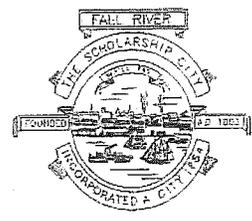
WHEREAS, the City of Fall River is working diligently to improve its financial future,
and

WHEREAS, in order to improve the City Council's understanding of the entire budget preparation process, city revenues, and city audits a new standing committee should be created, now therefore

BE IT RESOLVED, that the Committee on Ordinances and Legislation convene to discuss adding another City Council standing committee, titled Budget Preparation, Revenue & Audit Committee.

City of Fall River
Office of the Corporation Counsel

JASIEL F. CORREIA II
Mayor



JOSEPH I. MACY
Corporation Counsel

GARY P. HOWAYECK
Assistant Corporation Counsel

January 15, 2016

Mr. CJ Ferry
300 Buffington Street
Fall River, MA 02721

RE: OPEN MEETING LAW COMPLAINT OF JANUARY 12, 2016 FROM CJ FERRY

Dear Mr. Ferry,

Please let this serve as response to the Open Meeting Law Complaint you filed on or about January 12, 2016. In this complaint, you allege that there was a deliberation regarding a prospective committee. Corporation Counsel is of the position that no deliberation took place on January 12, 2016 regarding a new committee to be known as "Budget Preparation, Revenue and Audit Committee."

Under G.L. c. 30A, §18 a deliberation does not include distribution of reports or documents that may be discussed at a meeting. Further, we do not consider signatures on the resolution an expression of an "opinion" under the law. As the resolution was circulated for assent or no assent, and purely for notice to and knowledge of the city councilors, a deliberation did not take place under the Open Meeting Law. To be clear, a resolution differs from an ordinance in that a resolution is merely the sense of the council and serves as a notice.

As no deliberation took place and notice of the proposed resolution was properly posted on January 8, 2016, we believe that the City Council was in full compliance with the Open Meeting Law and this explanation serves to address the allegations made in your complaint. Should you have any questions, please feel free to contact the Office of Corporation Counsel at 508-324-2650.

Respectfully Submitted,

Joseph I. Macy
Corporation Counsel

cc: Office of the Attorney General