City of Fall River Massachusetts

Office of the City Clerk

ALISON M. BOUCHARD
CITY CLERK

INÊS LEITE
ASSISTANT CITY CLERK

MAY 24, 2013
MEETINGS SCHEDULED FOR NEXT WEEK
TUESDAY, MAY 28, 2013

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

1. Discussion with Mike Motta regarding ideas to improve the City's website (referred 5-14-13)
2. Discussion of TIF Agreements (see #3 below)
3. Discussion on Fall River Commerce Solar, LLC (SUNGEN) PILOT (see #1 below)

AGENDA

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

PRIORITY MATTERS

1. *Mayor and discussion on Fall River Commerce Solar, LLC (SUNGEN) PILOT

2. *Mayor and loan orders for:
   a. $1,400,000 for Emergency response costs related to February Blizzard
   b. $100,000 for Hurricane Sandy costs
   c. $500,000 for Chapter 90 reimbursements

3. *Mayor and TIF Agreements for:
   a. Sheltering Sky Real Estate, LLC
   b. Waterfront Investment, LLC

PRIORITY COMMUNICATIONS

4. Traffic Commission recommending amendments to the traffic ordinances
5. *Corporation Counsel and order authorizing the purchase of a certain parcel of land located off of Robb Way

COMMITTEE REPORTS

Committee on Real Estate recommending:

Adoption:

6. *Order – Rescind vote authorizing the sale of 1975 Pleasant Street to Renaissance Woodworking
7. *Order – Offer from Robert Kfoury for former Lincoln School, 439 Pine Street – $21,600
8. *Order – Offer from Robert Kfoury for former Coughlin School, 1975 Pleasant Street – $20,500
9. *Order – Offer from Family Homes Construction Co., Inc. for former Belisle School, 40 Clarkson Street – $251,500

Committee on Public Works and Transportation recommending:

Referral to Committee on Finance:

10. Communication regarding Community Choice Aggregation

Referral to Mayor:

11. Communication – Request to pave Clark Street
12. Communication – Request to pave Gillette Place

ORDINANCES

Second Reading & Enrollment, as amended:

13. *Parades and processions

RESOLUTIONS

14. *Request traffic commission consider annual parking passes and alternative payment systems

CITATIONS

15. Manuel Papoula – New England Basketball Hall of Fame
16. Victor Pereira – New England Basketball Hall of Fame
17. Christopher Herren – New England Basketball Hall of Fame
18. Michael Herren – New England Basketball Hall of Fame

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

ORDERS – HEARINGS FOR TONIGHT

Curb Removals:

19. Robert Barlow – 30 feet at 23 Dickinson Street
20. Robyn Berube-Goncalo – 26 feet at 272 June Street
21. Gil Simoes – 19 feet at 477 Ray Street
22. Edward Lambert – 19 feet at 96 Arizona Street
23. Michael Ahaesy – 27 feet at 108 Whittier Street
24. Robert Vezina – 19.5 feet at 88 Arizona Street

ORDERS – HEARINGS TO BE SCHEDULED

Jt. Pole location:

25. Weaver Street – One joint pole location

ORDERS – NO HEARING REQUIRED – None

ORDERS – MISCELLANEOUS

26. Police Chief's report on licenses
27. *City Council meeting schedule through December 2013
28. Transfer auto repair license no. 315 from Fernando Garcia d/b/a Fall River Ford, Inc. to Joseph Ruggiero, Sr., First Ford, Inc. located at 292 William S. Canning Blvd.

COMMUNICATIONS – INVITATIONS – PETITIONS

29. *Claims
30. Thank you from Alison M. Bouchard
31. Thank you from Colleen A. Taylor

BULLETINS – NEWSLETTERS – NOTICES – None

Inês Leite

Assistant City Clerk

1+2

City of Fall River
Massachusetts
Office of the Mayor

WILLIAM A. FLANAGAN
Mayor

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2013 MAY 23 P 4:48
CITY CLERK
FALL RIVER, MA

May 23, 2013

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

Honorable Members of the Council:

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

1. Discussion on Fall River Commerce Solar, LLC (SUNGEN) Payment in Lieu of Taxes (PILOT).
2. Bonding for Snow & Ice, Hurricane Sandy, and Chapter 90 reimbursements.

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

Sincerely,

W.A. Flanagan

William A. Flanagan
Mayor

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

AGREEMENT FOR PAYMENT IN LIEU OF PERSONAL PROPERTY TAXES

This Agreement for Payment in Lieu of Taxes for Personal Property (hereinafter "the Agreement") is made and entered into as of the day of June, 2013 by and between Fall River Solar, LLC, a limited liability company duly created and existing under the laws of the Commonwealth of Massachusetts with an address of
(hereinafter "Developer") , and the City of Fall River, a municipal corporation duly established and existing under the laws of the Commonwealth of Massachusetts with an address of One Government Center, Fall River, Massachusetts, 02722 (hereinafter the "City"). Developer and the City are collectively referred to in this Agreement as the "Parties" and are individually referred to as a "Party".

Whereas, Developer plans to build and operate an photovoltaic power plant (the "Project") with an expected nameplate capacity of approximately 6.0 megawatts on approximately a 12.52 acre parcel of land located at Commerce Drive, Fall River, Bristol County, Massachusetts and on a 35.69 acre parcel of land located at Innovation Way, Fall River, Bristol County, Massachusetts, as more particularly shown in Exhibit A (the "Property"); and

Whereas, it is the intention of the Parties that Developer make annual payments to the City for the term of this Agreement in lieu of personal property taxes on the Project, in accordance with G.L. c.59, §38H (Acts of 1997 Chapter 164, Section 71(b), as amended) and the Massachusetts Department of Revenue regulations adopted in connection therewith; and

Whereas, because both Developer and the City need an accurate projection of their respective expenses and revenues with respect to the personal property that is taxable under law, the Parties believe that it is in their mutual best interests to enter into this Agreement fixing the payments that will be made with respect to all taxable personal property incorporated within the Project for the term of the Agreement; and

Whereas, the Parties intend that, during the term of the Agreement, Developer will not be assessed for any statutory personal property taxes to which it might otherwise be subjected under Massachusetts law, and this Agreement will provide for the exclusive payments in lieu of such personal property taxes that Developer (or any successor owner of the Project) will be obligated to make to the City with respect to the Project during the term hereof, provided, however, that the Parties do not intend for this Agreement to affect any direct payments for services provided by the City to the Project, including but not limited to, water and sewer services, and similar payment obligations not in the nature of personal property taxes or substitutes for such taxes that Developer is otherwise obligated to pay the City; and

Whereas, the City is authorized to enter into this Agreement with Developer, provided the payments in lieu of personal property taxes over the life of the Agreement are expected at inception to approximate the personal property tax payments that would otherwise be determined under General Laws Chapter 59 based upon the full and fair cash valuation of the Project; and

Whereas, the Parties have reached this Agreement after good faith negotiations.

Now, Therefore, in exchange for the mutual commitments and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. PAYMENT IN LIEU OF PERSONAL PROPERTY TAXES.

Developer agrees to make payments to the City in lieu of personal property taxes beginning July 1, 2015 for a period of twenty (20) consecutive years, commencing with Fiscal Year 2016 (the first quarterly payment date being August 1, 2015)], and ending with fiscal tax year 2036 (the last quarterly payment date being May 1, 2036), in the amounts per year in Exhibit B. Each annual payment will be paid to the City in four (4) equal quarterly installments on or before August 1, November 1, February 1 and May 1 of each fiscal tax year during the term of this Agreement and the annual payment amount and payment date will be noted on a quarterly bill issued by the City to the Developer. Except to the extent that Paragraphs 2, 3 and 4 of the Agreement provide otherwise, Developer agrees that the payments in lieu of taxes under this Agreement will not be reduced on account of a depreciation factor, revaluation or reduction in the City's tax rate or assessment percentage beyond that anticipated by the Parties and already reflected in Exhibit B, and the City agrees that the payments in lieu of taxes will not be increased on account of an inflation factor, revaluation or increase in the City's tax rate or assessment percentage beyond that anticipated by the Parties and already reflected in Exhibit B.

2. IMPROVEMENTS OR ADDITIONS, RETIREMENTS.

To the extent that Developer, at its sole option, makes any capital improvements to the Project or adds additional personal property on or after the Project achieves its commercial operation date, but in no event later than September 30, 204 (the "Completion Date"), the remaining payments in lieu of taxes will be increased as described in Paragraph 3. To the extent that Developer, at its sole option, retires or removes any capital improvements from the Project or retires or removes any personal property from the Project on or after the Completion Date, the remaining payments in lieu of taxes will be decreased as described in Paragraph 3. Notwithstanding the foregoing, consistent with applicable Massachusetts Department of Revenue regulations, only the addition of equipment on or after the Completion Date that adds value to the Project (not including replacement of existing equipment, machinery and pollution control and other equipment that is exempted from local property taxes) will lead to an increase in the payments in lieu of taxes due under this Agreement. No additional payments in lieu of property taxes will be due or required for (i) replacement of personal property or equipment or machinery that is nonfunctional, obsolete or is replaced solely due to wear and tear or casualty or as part of scheduled or unscheduled maintenance or (ii) pollution control or other equipment that is exempted from taxation by the provisions of General Laws

Chapter 59, section 5 (44) or other applicable laws or regulations in effect from time to time or (iii) equipment installed as required by or in response to any statute, law, regulation, consent decree, order or case mandating additional control of any emission or pollution.

3. CALCULATION OF ADJUSTMENT.

Except as otherwise provided in Paragraph 2, to the extent that on or after the Completion Date, Developer makes capital improvements to the Project or adds new personal property or equipment to the Project that would increase the value of the Project under applicable Massachusetts Department of Revenue regulations, the remaining annual payments in lieu of taxes under this Agreement will be increased by the product of the mill rate per thousand dollars of valuation at the time of the capital improvement multiplied by the actual cost of the capital improvement or additional personal property and levellized over twenty years. To the extent that on or after the Completion Date, Developer retires or removes property from the Project, the remaining annual payments in lieu of taxes under this Agreement will be decreased by the product of the mill rate per thousand dollars of valuation at the time of the removal of property times the original cost of such retired property. Except as otherwise provided in Paragraph 2, in the event that new property or equipment added to the Project replaces existing property or equipment, the depreciated original cost (net book value) of the existing property or equipment will be deducted from the actual value of the new property or equipment for purposes of the payment in lieu of tax adjustment.

4. INVENTORY.

Within six (6) months after the Completion Date, the Parties will agree on a mutually acceptable inventory of personal property incorporated into the Project as of the Completion Date (the "Inventory"). The Inventory will itemize and indicate the current value of all personal property subject to taxation and adjustment pursuant to Paragraph 3 and all personal property exempted from taxation and adjustment pursuant to Paragraph 3. The general categories for the Inventory are listed in Exhibit C. The Parties agree that the categories include all costs for taxable items that will be incurred by Developer in completing the Project. The City, its officers, employees, consultants and attorneys will have the right to inspect the Project in connection with the preparation of the Inventory. Developer will update the Inventory annually on or before September 30 of each year, and an updated written Inventory will be provided to the City on or before October 15 of each year. The City, its officers, employees, consultants and attorneys will have the right to periodically inspect the Project on reasonable prior notice to Developer, subject to the City agreeing to comply with all Developer safety requirements, and to review documents in the possession of Developer that relate to the inventoried property for the purpose of verifying that Developer has accurately updated the Inventory.

5. PAYMENT COLLECTION.

The provisions of General Laws Chapter 60 and other applicable law will govern the collection of any payments in lieu of taxes provided for in this Agreement as though they were property taxes due and payable to the Town.

6. TAX STATUS, SEPARATE TAX LOT.

The Developer expressly understands that the City will continue to assess the real estate on which the project is constructed at its full and fair cash value and that the Developer shall be required to the real estate taxes due as a result of the this assessment as required by the applicable provisions of the Massachusetts General Laws. The City, during the term of this Agreement, not assess Developer for any personal property taxes with respect to the Project or the Property to which Developer might otherwise be subject under Massachusetts law, and the City agrees that this Agreement will exclusively govern the payments of all personal property taxes and payments in lieu of such taxes that Developer will be obligated to make to the City with respect to the Project and the Property, provided, however, that this Agreement is not intended to affect, and will not preclude, other assessments of general applicability by the City for excise taxes on vehicles due pursuant to General Laws Chapter 60A and for services provided by the City to the Project, including but not limited to, water and sewer services. The City agrees that no personal property taxes will be due from or assessed to Developer with regard to the Property or the associated personal property other than the payments in lieu of taxes described in this Agreement.

7. SUCCESSORS AND ASSIGNS.

This Agreement will be binding upon the successors and assigns of Developer, and the obligations created hereunder will run with the Property and the Project. In the event that Developer sells, transfers, leases or assigns the Property or all or substantially all of its interest in the Project, this Agreement will thereafter be binding on the purchaser, transferee or assignee. A Notice of this Agreement will be recorded in the applicable Registry of Deeds forthwith upon execution.

8. WATER AND SEWER RATES AND FEES.

The City agrees that it will not charge Developer water and sewer rates or connection fees greater than the prevailing rates and fees applicable to all other commercial users in the City. In the event that the City ever privatizes, leases, sells or otherwise transfers its water or sewer system or its waste water treatment plant to a private owner or operator, this provision will be binding on such successor owner or operator.

9. STATEMENT OF GOOD FAITH.

The Parties agree that the payment obligations established by this Agreement were negotiated in good faith in recognition of and with due consideration of the full and fair cash value of the Project, to the extent that such value is determinable as of the date of this Agreement in accordance with Massachusetts General Laws Chapter, Section 38H. Each Party was represented by counsel in the negotiation and preparation of this Agreement and has entered into this Agreement after full and due consideration and with the advice of its counsel and its independent consultants. The Parties further acknowledge that this Agreement is fair and mutually beneficial to them because it reduces the likelihood of future disputes over personal property taxes, establishes tax and economic stability at a time of continuing transition and economic uncertainty in the electric utility industry in Massachusetts and the region, and fixes and maintains mutually acceptable, reasonable and accurate payments in lieu of taxes for the Project that are appropriate and serve their respective interests. The City acknowledges that this Agreement is beneficial to it because it will result in mutually

acceptable, steady, predictable, accurate and reasonable payments in lieu of taxes to the City. Developer acknowledges that this Agreement is beneficial to it because it ensures that there will be mutually acceptable, steady, predictable, accurate and reasonable payments in lieu of taxes for the Project.

10. ADDITIONAL DOCUMENTATION AND ACTIONS.
Each Party will, from time to time hereafter, execute and deliver or cause to be executed and delivered, such additional instruments, certificates and documents, and take all such actions, as the other Party reasonably requests for the purpose of implementing or effectuating the provisions of this Agreement and, upon the exercise by a Party of any power, right, privilege or remedy pursuant to this Agreement that requires any consent, approval, registration, qualification or authorization of any third party, each Party will execute and deliver all applications, certifications, instruments and other documents and papers that the exercising Party may be so required to obtain.

11. NOTICES.
All notices, consents, requests, or other communications provided for or permitted to be given hereunder by a Party must be in writing and will be deemed to have been properly given or served upon the personal delivery thereof, via courier delivery service or otherwise. Such notices shall be addressed or delivered to the Parties at their respective addresses shown below.
To: Developer

To: City of Fall River

Any such addresses for the giving of notices may be changed by either Party by giving written notice as provided above to the other Party. Notice given by counsel to a Party shall be effective as notice from such Party.

12. APPLICABLE LAW.
This Agreement will be made and interpreted in accordance with the laws of the Commonwealth of Massachusetts. Developer and the City each consent to the jurisdiction of the Massachusetts courts or other applicable agencies of the Commonwealth of Massachusetts regarding any and all matters, including interpretation or enforcement of this Agreement or any of its provisions.

13. GOOD FAITH.
The City and Developer shall act in good faith to carry out and implement this Agreement.

14. FORCE MAJEURE.
The Developer and City both recognize that there is the possibility during the term of this Agreement that all or a portion of the Property or Project may be damaged or destroyed or otherwise rendered unusable due to events beyond the control of either Party. These events are referred to as "Force Majeure". As used herein, Force Majeure includes, without limitation, the following events:

a. Acts of God including floods, winds, storms, earthquake, fire or other natural calamity; or
b. Acts of War or other civil insurrection or terrorism; or
c. Taking by eminent domain by any governmental entity of all or a portion of the Property or the Project.

In the event an event of Force Majeure occurs during the term of this Agreement with respect to any portion of the Property or Project that renders the 90% of the Property or or 90% of Project unusable for the customary purpose of the production of electricity for a period of more than sixty (60) days, then Developer may, at its election, notify the City of the existence of this condition as well as of its decision whether or not to rebuild that portion of the Property or Project so damaged or destroyed or taken. If Developer elects not to rebuild, then it may notify the City of its termination of this Agreement and the Property and Project will thereafter be assessed and taxed as though this Agreement does not exist.

15. COVENANTS OF DEVELOPER.
During the term of the Agreement, Developer will not voluntarily do any of the following:

a. seek to invalidate this Agreement, or otherwise take a position adverse to the purpose or validity of this Agreement, except as expressly provided herein; or
b. convey by sale, lease or otherwise any interest in the premises to any entity or organization that qualifies as a charitable organization pursuant to Massachusetts General Laws, Chapter 59 Section 5 (Third); or
c. fail to pay the Town all amounts due hereunder when due in accordance with the terms of this Agreement.

16. COVENANTS OF THE CITY OF FALL RIVER.
So long as Developer is not in breach of this Agreement during its term, the City will not do any of the following:

a. seek to invalidate this Agreement or otherwise take a position adverse to the purpose or validity of this Agreement; or
b. seek to collect from Developer any personal property tax upon the Property or the improvements thereon (including the Project) in addition to the amounts herein; or
c. impose any lien or other encumbrance upon the Property or the improvements thereon (including the Project) for non payment of personal property taxes except as is expressly provided herein;

17. CERTIFICATION OF TAX COMPLIANCE .
Pursuant to General Laws Chapter 62C, Section 49A the undersigned Developer by its duly authorized representative certifies that it is in tax compliance with the tax laws of the Commonwealth of Massachusetts.

In Witness Whereof, the parties have executed their hands and seals on the day and year first written above, each of whom represents that it is fully and duly authorized to act on behalf of and bind its principals.

CITY OF FALL RIVER
BY ITS MAYOR

_____
WILLIAM A. FLANAGAN

_____
Witness

AS TO FORM AND MANNER OF EXECUTION

_____
ELIZABETH SOUSA
CORPORATION COUNSEL

FALL RIVER BOARD OF ASSESSORS

_____
CHAIRMAN

_____

_____

FALL RIVER SOLAR, LLC
BY ITS

_____

COMMONWEALTH OF MASSACHUSETTS

Bristol, ss

On this day of May, 2013, before me the undersigned notary public, personally appeared William A. Flanagan, whose identity was proved to me by a valid Massachusetts Driver's License to be the person whose name is signed on the preceding or attached documents and acknowledged to me that he signed it voluntarily as the Mayor of the City of Fall River.

Notary Public
My commission expires:

COMMONWEALTH OF MASSACHUSETTS

Bristol, ss

On this day of May, 2013, before me the undersigned notary public, personally appeared, whose identity was proved to me by a valid Massachusetts Driver's License to be the person whose name is signed on the preceding or attached documents and acknowledged to me that he signed it voluntarily as the Manager of Fall River Solar, LLC.

Notary Public

My commission expires:

EXHIBIT "A"
DESCRIPTION OF PROPERTY

Commerce Park – 12.52 Acres +-

Lot No. 9 on a plan of land entitled "Definitive Subdivision Plan of Land, Fall River Industrial Park, City of Fall River, Owner, in Fall River, Massachusetts, Assessor's Plot Z-3, Lot 30" recorded with the Bristol County (Fall River) District Registry of Deeds in Plan Book 117, Pages 81-85.

Innovation Way – 35.69 Acres +-

Proposed Parcel W-19-183B on a plan of land entitled "Plan of Land Prepared For: Mark Investments, Portion of Parcel W-19-183 Riggenbach Road/Executive Park Drive City of Fall River, Bristol County Commonwealth of Massachusetts" dated May 7, 2013 to be recorded at the Bristol County (Fall River) District Registry of Deeds *(this plan is presently pending with the Planning Board for signature at its next meeting).*

EXHIBIT "B"
AMOUNT OF PAYMENT IN LIEU OF PERSONAL PROPERTY TAX

Fiscal Year		Amount
2015	$	75,000.00
2016	$	50,000.00
2017	$	51,250.00
2018	$	52,531.25
2019	$	53,844.53
2020	$	55,190.64
2021	$	56,570.41
2022	$	57,984.67
2023	$	59,434.29
2024	$	60,920.14
2025	$	62,443.15
2026	$	64,004.23
2027	$	65,604.33
2028	$	67,244.44
2029	$	68,925.55
2030	$	70,648.69
2031	$	72,414.91
2032	$	74,225.28
2033	$	76,080.91
2034	$	77,982.94

EXHIBIT C
CATEGORIES OF INVENTORY

A. Personal Property Subject to Taxation.
B. Personal Property Exempted from Taxation.

2

City of Fall River
Massachusetts
Department of Financial Services
TREASURER • COLLECTOR • AUDITOR • ASSESSOR

WILLIAM A. FLANAGAN
Mayor

JOHN L. NUNES, CMMT, CMMC
Director of Financial Services/Treasurer

PAULIANNE MARTINS-TEIXEIRA
Assistant Treasurer

5/23/2013

Honorable Mayor of Fall River
City of Fall River
One Government Center
Fall River, MA 02722

Re: Bonding Authorizations

I respectfully request that the attached bonding authorizations be forwarded to the City Council for action:

1. One Million Four Hundred Thousand Dollars ($1,400,000) for emergency response costs Related to the February 8/9,2013 Blizzard
2. One Hundred Thousand Dollars ($100,000) related to the costs of Hurricane Sandy
3. Five Hundred Thousand Dollars ($500,000) related to Chapter 90 reimbursements

If you should have any questions, please do not hesitate to contact me.

Very Truly Yours,

John L. Nunes, CMMT/CMMC
Director of Financial Services / Treasurer

One Government Center • Fall River, MA 02722
TEL (508) 324-2260 • FAX (508) 324-2040 • EMAIL jnunes@fallriverma.org

2a

City of Fall River, *In City Council*

CITY OF FALL RIVER
LOAN ORDER
(2013 Blizzard Emergency Response Expenses)

ORDERED: That the City hereby appropriates the sum of One Million Four Hundred Thousand Dollars ($1,400,000) to pay emergency response costs associated with the blizzard occurring on February 8/9, 2013, including the payment of all costs incidental and related thereto, and that to meet said appropriation the City Treasurer, with the approval of the Mayor, is authorized to borrow said sum under M.G.L. Chapter 44, Section 8(9) or pursuant to any other enabling authority, and to issue bonds or notes of the City therefor. The amount authorized to be borrowed pursuant to this Order shall be reduced to the extent of any federal or state emergency management agency grants received by the City on account of these expenses.

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

2B

City of Fall River, *In City Council*

CITY OF FALL RIVER
LOAN ORDER
(Hurricane Sandy Emergency Response Expenses)

ORDERED: That the City hereby appropriates the sum of One Hundred Thousand Dollars ($100,000) to pay emergency response costs associated with Hurricane Sandy, including the payment of all costs incidental and related thereto, and that to meet said appropriation the City Treasurer, with the approval of the Mayor, is authorized to borrow said sum under M.G.L. Chapter 44, Section 8(9) or pursuant to any other enabling authority, and to issue bonds or notes of the City therefor. The amount authorized to be borrowed pursuant to this Order shall be reduced to the extent of any federal or state emergency management agency grants received by the City on account of these expenses.

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

City of Fall River, *In City Council*

2C

CITY OF FALL RIVER
LOAN ORDER
(Grant Anticipation Borrowing -- Chapter 90 Reimbursements)

ORDERED: That the City hereby appropriates the sum of Five Hundred Thousand Dollars ($500,000) to pay costs of highway improvements in anticipation of the receipt of Chapter 90 Reimbursements, so-called, to be received by the City from The Commonwealth of Massachusetts, including the payment of all costs incidental and related thereto, and that to meet said appropriation the City Treasurer, with the approval of the Mayor, is authorized to borrow said sum under M.G.L. Chapter 44, Section 6A, or pursuant to any other enabling authority, and to issue bonds or notes of the City therefor. The amount authorized to be borrowed pursuant to this Order shall be reduced to the extent of any federal or state emergency management agency grants received by the City on account of these expenses.

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

3

City of Fall River
Massachusetts
Office of the Mayor

WILLIAM A. FLANAGAN
Mayor

May 23, 2013

RECEIVED
2013 MAY 24 A 11: 31
CITY CLERK
FALL RIVER, MA

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

Dear Council President Pereira:

Attached for your information, review and City Council action, please find two Local Tax Incentive Economic Assistance Coordinating Council Applications and Draft TIF Agreements for Sheltering Sky Real Estate, LLC and Waterfront Investment, LLC. Please note that both companies are seeking real property tax and personal property benefit approval from the Fall River City Council and Commonwealth of Massachusetts Economic Assistance Coordinating Council. In addition, Sheltering Sky, LLC will be seeking Investment Tax Credits through the Economic Assistance Coordinating Council. Further, Waterfront Investment, LLC is also seeking an Abandoned Building Renovation Deduction as part of their Local Tax Incentive Economic Assistance Application. With the approval of the City Council, the Resolution, draft TIF Agreement and all other corresponding documents will be forwarded to the State of Massachusetts' Economic Assistance Coordinating Council for final approval.

Sheltering Sky Real Estate, LLC will create an 87,000 SF facility and corporate campus within the Fall River Industrial Park. The project is expected to break ground during July/August of 2013 with an estimated construction time of 18 months and approximate cost of $8 million.

The Waterfront Investment, LLC project plan is to convert an abandoned building on the City's waterfront into a new restaurant and banquet facility. The City of Fall River has made significant investment to waterfront development; however, this private property has been abandoned and deteriorating for a number of years. Waterfront Investment, LLC plans to convert this facility into a waterfront destination for dining and banquet purposes.

The TIF Board, established by City Council ordinance on November 29, 1994, met on May 23, 2013 when it approved these projects. I respectfully request that the City Council also look favorably upon these applications and approve them as presented and subject to EACC approval.

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

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.

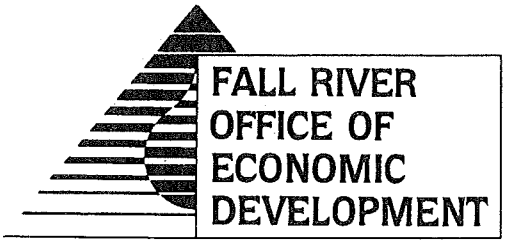
Sincerely,

William A. Flanagan
Mayor

Attachments

cc: City Council Members

3



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CITY CLERK
FALL RIVER, MA

May 23, 2013

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

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One Government Center, Fall River, Massachusetts 02722-7700
508.324.2620
508.675.1497
Fax: 508.677.2840

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.

Sincerely,

Kenneth Fiola, Jr.
Executive Vice President

Attachments

cc: City Council Members

3a.

City of Fall River, *In City Council*

RESOLUTION

APPROVING
ECONOMIC DEVELOPMENT INCENTIVE
LOCAL TAX INCENTIVE
CERTIFIED PROJECT
OF

SHELTERING SKY REAL ESTATE, LLC

WHEREAS, Sheltering Sky Real Estate, 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 Sheltering Sky Real Estate, LLC plans to invest an estimated $8,000,000 in an expansion of its current facility located at 925 Airport Road, Fall River, Massachusetts. Said investment will result in the creation of 45 new full-time jobs and the retention of 87 full-time jobs, and

WHEREAS, Sheltering Sky Real Estate, LLC is seeking a Local Tax Incentive as part of the Certified Project approval a EDIP-Investment Tax Credit 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 925/1027 Airport Road, Fall River, Massachusetts, which is within the boundaries of the gateway municipality of Fall River, and

WHEREAS, approval of the Sheltering Sky Real Estate, 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 Sheltering Sky Real Estate, LLC Economic Assistance Coordinating Council Local Tax Incentive Only 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.

3a

TAX INCREMENT FINANCING AGREEMENT

DRAFT

CITY OF FALL RIVER, MASSACHUSETTS

2013 MAY 14 A 11:31
CITY CLERK
FALL RIVER, MA

and

JOHN MATOUK & CO, MATOUK TEXTILE WORKS, INC AND MATOUK FACTORY STORE

and

SHELTERING SKY REAL ESTATE, LLC

This Agreement is made this ____ day of _____, 2013, 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 (hereinafter called the "CITY"); and **John Matouk & Co., Matouk Textile Works, Inc. and Matouk Factory Store**, corporations with a principal place of business at 925 Airport Road, Fall River, Massachusetts, 02720, acting through George Matouk Jr., President & CEO (hereinafter called the "COMPANY"); and Sheltering Sky Real Estate, LLC a Massachusetts corporation with a principal place of business at 925 Airport Road, Fall River, Massachusetts, 02720 (hereinafter called the "LANDLORD"). This Agreement shall take effect immediately upon final approval by the Massachusetts Economic Assistance Coordinating Council on _____, 2013.

WHEREAS, the COMPANY is a family-owned manufacturer and distributor of fine bed and bath linens; and

WHEREAS, the COMPANY intends to build a 40,000 square foot facility in Fall River at a site adjacent to their currently location on land owned by the LANDLORD and located within Fall River's Economic Opportunity Area (hereinafter called the "FACILITY"), and

WHEREAS, the COMPANY will be the sole lessee concerning a lease agreement entered into with the LANDLORD and all local property tax savings shall be provided to lessee through said lease; and

WHEREAS, the COMPANY is seeking real property tax and personal property tax exemptions from the CITY for said FACILITY and the COMPANY shall embark upon a strategy of significant capital investment in plant equipment and job creation at its FACILITY in Fall River, the CITY shall grant said tax exemptions in return for a guarantee of capital investment at the FACILITY and employment opportunities for local workers; and

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 invest approximately $8,000,000 in the FACILITY for expansion purposes at 1027 Airport Road, Fall River, Massachusetts. The COMPANY further agrees to retain eighty-seven (87) permanent full time existing jobs and create and retain forty-five (45) new permanent full-time jobs within five (5) years of the CITY issuing the COMPANY a Certificate of Occupancy.

2. 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.

3. The COMPANY shall cooperate with the Bristol County Training Consortium and other local and state agencies, as appropriate, in seeking to fill vacancies at the COMPANY from the local community.

4. 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.

5. If the LANDLORD decide(s) 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 and/or LANDLORD 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. This Agreement is non-transferable without the consent of the TIF Board and City Council. 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.

   Further, in the event that the LANDLORD discontinues or otherwise alters its relationship with the COMPANY, it is agreed that the LANDLORD and the COMPANY shall be jointly and severally liable for any obligations or liabilities incurred by, or due from, the LANDLORD and/or COMPANY under the terms and conditions set forth in this Agreement.

6. The COMPANY shall provide the CITY with a Quarterly Report, to be supplied by the City, within thirty (30) days from the end of the quarter immediately following Project 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) employment levels at the COMPANY at the beginning and end of the reporting period; (2) number of Fall River residents employed at the COMPANY at the beginning and end of the reporting period; (3) utilization of local contractors during the reporting period; (4)

supplies/materials purchased locally during the reporting period; and (5) the COMPANY's financial contribution to the city (i.e., property taxes, motor vehicle excise taxes, water and sewer fees) for the reporting period.

Said quarterly report shall be forwarded 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 be granted on the building to be constructed and/or redeveloped, as described in FACILITY above. Said exemption shall be valid for a period of ten (10) fiscal years, beginning July 1, 2014 (FY15) and ending June 30, 2024 (FY25). Said exemption shall also apply to any supplemental real estate tax bills issued by the CITY within the aforesaid time period.

   The exemption schedule is as follows:

Term	*Exemption*	*Taxes Due*
Years 1-10	50%	50%

2. 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 retain eighty-seven (87) permanent full time existing jobs and create and retain forty-five (45) new permanent full-time jobs within five (5) years of the CITY issuing the COMPANY a Certificate of Occupancy, 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 paid as a

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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. All amounts due under the TIF Agreement will be collectable pursuant to the provisions of Massachusetts General Laws Chapter 60.

C. OTHER CONSIDERATIONS

1. If the COMPANY fails to meet or maintain employment goals or comply with the other terms of this Agreement, the CITY may request revocation of the TIF Agreement by the Economic Assistance Coordinating Council, in accordance with Commonwealth of Massachusetts Regulations 402 CMR, sections 2.01 - 2.22, as amended.

Executed as a sealed instrument.

Tax Increment Financing Board, City of Fall River

_____
Mayor William A Flanagan, Chairman

_____
Date

John Matouk & Co., Matouk Textile Works, Inc., Matouk Factory Store

_____
George Matouk, President & CEO

_____
Date

Sheltering Sky Real Estate, LLC

_____
George Matouk, President & CEO

_____
Date

3a

RECEIVED
2013 MAY 23 P 4:47
CITY CLERK
FALL RIVER, MA

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

Economic Development Incentive Program (EDIP)

PRELIMINARY APPLICATION

The following information is required by the Massachusetts Office of Business Development (MOBD) and the Economic Assistance Coordinating Council (EACC) to make a preliminary determination on the eligibility of a project under the Economic Development Incentive Program. This application must be returned in electronic form to your MOBD Regional Director and a hardcopy with original signature(s) mailed to: Eileen Rogan, EDIP Manager, MOBD, 10 Park Plaza, Suite 3730, Boston, MA 02116. Please refer to the EDIP Guidelines, www.mass.gov/dbd/edip and your MOBD Regional Director for assistance with this application.

PART I. COMPANY INFORMATION			
Company Name	Sheltering Sky Real Estate, LLC		
Executive Officer/Company Designee	George (First Name)	Matouk Jr. (Last Name)	
Contact (if different from above)	Peter (First Name)	Brust (Last Name)	Controller (Title)
Email:	pbrust@matouk.com		
Address	925 Airport Road		
	Fall River (City)	MA (State)	02720 (Zip)
Phone	508-997-3444	Fax	508-997-4479
Company Headquarters Location	925 Airport Road Fall River, MA 02720		
FEIN	43-2082694		
Type of Organization:	LLC (Corporation, General Partnership, Limited Partnership)		
Company's Taxable Year End	December 31		
Project Location	925/1027 Airport Road		
	Fall River (City)	MA (State)	02720 (Zip)
Is the site a 43D Preferred Development Site (PDS)?	Yes ☐ No ☒		
If yes, please name the site			

Please provide a brief description and history of the company, including NAICS code and whether or not company is a MA DOR registered manufacturer:

NAICS code: 531120
MA Department of Revenue Registered Manufacturer: Yes ☐ No ☒
Company Description / History: Sheltering Sky Real Estate, LLC was organized in the Commonwealth of Massachusetts on April 25, 2005. The entity's primary business is rental of production, warehouse and office space to commonly controlled entities, John Matouk & Co, Matouk Textile Works, Inc, and Matouk Factory Store. All references to "Matouk" are for the

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

four entities combined

PART II. ECONOMIC DEVELOPMENT PROJECT	
A. Please indicate the date a Letter of Intent was sent to the municipality and cc: MOBD Regional Director	Sent with this application
B. When applicable, please identify the Economic Opportunity Area (EOA) within the project municipality	
New EOA	
Existing EOA	Fall River

1. Provide a description of the proposed business expansion project including a breakdown of investment required and the associated costs with a breakdown of the types of expense (land, building, construction, equipment etc.). When does the applicant expect to: (a) to begin the project, (b) to complete construction, and (c) to officially open the facility?

The Matouk project will create an 87,000 SF facility and corporate campus within the Fall River Industrial Park. This will be accomplished by adding a new 40,000 SF manufacturing facility as well as improvements and renovations to the existing 47,000 SF facility and significant site improvements throughout the new corporate campus.

The project is expected to break ground during July/August of 2013, with an estimated construction time of 18 months. The project will contain several phases which will each be occupied as completion of that phase occurs.

Estimated project costs are approximately $8M. A more detailed breakout is contained in the attachment to this application.

Concurrent with the project, Matouk has entered into agreements with the City of Fall River to expand Robb Way in order to provide access to the new facility

2. Does the current public infrastructure meet the proposed certified project's needs?

Yes ☐ No ☒

3. Is the applicant new to Massachusetts?	No
a. If not, where are the existing Massachusetts facilities?	
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 explain.	No

4. What is the number of (a) full-time jobs to be created (b) full-time jobs to be

3a

retained and (c) full-time employees at other Massachusetts facilities? NOTE: These are the numbers that future job compliance will be measured against. (d) Describe how the applicant will create the permanent full-time jobs in Massachusetts within 24 months after receipt of the incentive(s) and how these jobs will be maintained for at least 5 years.

New Jobs	Jobs Retained at Site	Total Jobs in Massachusetts
45 over 10 years	87	87

(d) Matouk has a history of creating jobs through organic growth. Our current facilities have limited this growth due to lack of space. Full time jobs as of 3/31/08 (5 years ago) totalled 69. Matouk anticipates that the project will enable it to continue to grow organically.

5. What actions will you take to recruit employees from among residents of the municipality and/or Economic Target Area?

Matouk has made sure that the proposed addition will be easily accessable from public transportation through the project to expand Robb Way. In addition, Matouk will continue to work with the Fall River Career Center and Spherion staffing to hire employees.

6. Is the project likely to result in another substantial and exceptional economic benefit to the Commonwealth? If yes, please explain.

Yes, additional benefits of the project will include an expansion of Robb Way to provide adequate and expanded access to the industrial park, a corporate campus which will enable us to institute an employee wellness program, moving the water tower to improve access to the Matouk Campus, and an expanded retail store and general improvements to the Fall River Industrial Park, which will attract businesses and people to the Fall River area.

7. Will the project result in a spin off activity that will support Massachusetts based suppliers and contractors? If yes, please explain.

Yes, Matouk uses local contractors and suppliers when possible. Some of the common local subcontractors used are Penny Pockets, Bayside Machine and Dan-Mar Sewing (this is not an exclusive list)

8. Please answer the following questions related to the project location.

a. Will the applicant own or lease/rent the facility where the business expansion/relocation will occur?	Sheltering Sky will own the facility and lease it to related parties under common ownership, who perform the manufacturing and sales functions
b. If leasing/renting, identify the developer/landlord and state who will be the taxpayer of record for purposes of paying local real estate taxes?	N/A
c. If owning, will the applicant fully occupy the space?	The space will be fully occupied by entities under common

3a

	ownership with Sheltering Sky
d. If the applicant will not fully occupy the space, does it intends to lease/rent the remaining space?	N/A
9. Certification for Abandoned Buildings.	
a. Does the proposed project involve the renovation and reuse of an abandoned building?	Yes ☐ No ☒
b. If yes or unsure, how long has the building been vacant or unused? (If known, state date).	
c. During the period of time that the building has been vacant or unused, what percentage of the building was vacant and unused? If the percentage varied during this time period, provide information for each change in the percent of vacant space and the applicable time period.	
10. a. Please indicate the length of Certified Project requested.	10 years
b. Please state which incentives the applicant is seeking:	
State Investment Tax Credit	Yes ☒ No ☐
State Abandoned Building Renovation Deduction	
Local Real Estate Tax Incentive	Yes

11. Please indicate the company's outside of Massachusetts sales as a percentage of total sales and describe how the proposed project will alter the distribution impact.

During 2011 and 2012, approximately 93% of sales were made outside of the Commonwealth of Massachusetts. This ratio is not expected to change as a result of the project

12. Provide detailed information on any other sources of public or quasi-public funding that has been received or will be sought to contribute towards the financing of the proposed expansion.

The project costs will be partly funded through the issuance of an tax exempt industrial revenue bond secured through MA Devlopment

In addition, the extension of Robb Way is being undertaken by the City of Fall River through a MassWorks Grant from the Commonwealth of Massachsetts

13. Is the applicant seeking tax incentives from the Massachusetts Life Science Center? If yes, this may affect the potential EDIP benefits.

No

PART III. LABOR AFFIRMATION

Part A:

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

☒	As an applicant requesting Certified Project approval, X, 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, X, 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.

Part B: 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 ☒No 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 ☒No 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 ☒No Details:

Authorization and Certification

I/We George Matouk Jr, President and CEO (names and titles) of the applicant business applying for "Certified 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

3a

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. I/we understand that the information provided with this application will be relied upon by the Commonwealth in deciding whether to approve "Certified Project" status and that the Commonwealth reserves the right to take action against the applicant or any other beneficiary of the Certified 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.

Signed:

	President	4/23/13
Name	Title	Date
George Matouk Jr.		4/23/13
Name	Title	Date

Certification as to accuracy and Public Records Law acknowledgement:

The signatories herby certify that the answers in this application and the documents submitted in support thereof are accurate and complete representations of the applicant. They 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:

	President	4/23/13
Name	Title	Date
George Matouk Jr Pres.		4/23/13
Name	Title	Date

3B.

City of Fall River, *In City Council*

RESOLUTION

APPROVING
ECONOMIC DEVELOPMENT INCENTIVE
LOCAL TAX INCENTIVE
CERTIFIED PROJECT
OF

WATERFRONT INVESTMENT, LLC

WHEREAS, Waterfront Investement, 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 Waterfront Investment, LLC plans to invest an estimated $2,000,000 in the rehabilitation of an abandoned property located at 392 Davol Street, Fall River, Massachusetts. Said investment will result in the creation of 52 new full-time jobs, and

WHEREAS, Waterfront Investment, 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 Only 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 392 Davol Street, Fall River, Massachusetts, which is within the boundaries of the gateway municipality of Fall River, and

WHEREAS, approval of the Waterfront Investment, LLC Company Economic Assistance Coordinating Council Local Tax Incentive Only 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 Waterfront Investment, LLC Economic Assistance Coordinating Council Local Tax Incentive Only 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.

3B

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2013 MAY 24 P 2:33
CITY CLERK
FALL RIVER, MA

TAX INCREMENT FINANCING AGREEMENT

CITY OF FALL RIVER, MASSACHUSETTS

and

WATERFRONT INVESTMENT, LLC

and

RAPIDS MANAGEMENT, LLC

DRAFT

This Agreement is made this ____ day of _____, 2013, 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 (hereinafter called the "CITY"); and **Waterfront Investment, LLC**, corporations with a principal place of business at 392 Davol Street, Fall River, Massachusetts, 02720, acting through Peter Cabral, President (hereinafter called the "COMPANY"); and **Rapids Management, LLC**, a Massachusetts corporation with a principal place of business at 392 Davol Street, Fall River, Massachusetts, 02720 (hereinafter called the "LANDLORD"). This Agreement shall take effect immediately upon final approval by the Massachusetts Economic Assistance Coordinating Council on _____, 2013.

WHEREAS, the COMPANY intends to rehabilitate an abandoned building located at the City's waterfront on land recently purchased by the LANDLORD and located within Fall River's Economic Opportunity Area (hereinafter called the "FACILITY"), and

WHEREAS, the COMPANY will be the sole lessee concerning a lease agreement on the restaurant/banquet facility entered into with the LANDLORD and all local property tax savings shall be provided to lessee through said lease; and

WHEREAS, the COMPANY is seeking real property tax and personal property tax exemptions from the CITY for said FACILITY and the COMPANY shall embark upon a strategy of significant capital investment in redevelopment, equipment and job creation at its FACILITY in Fall River, the CITY shall grant said tax exemptions in return for a guarantee of capital investment at the FACILITY and employment opportunities for local workers; and

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

3B

A. THE COMPANY'S OBLIGATIONS

1. The COMPANY shall invest approximately $2,000,000 in the FACILITY for rehabilitation purposes at 392 Davol Street, Fall River, Massachusetts. The COMPANY further agrees to create and retain fifty-two (52) new permanent full-time jobs within two (2) years of the CITY issuing the COMPANY a Certificate of Occupancy.

2. 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.

3. The COMPANY shall cooperate with the Bristol County Training Consortium and other local and state agencies, as appropriate, in seeking to fill vacancies at the COMPANY from the local community.

4. 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.

5. If the LANDLORD decide(s) 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 and/or LANDLORD 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. This Agreement is non-transferable without the consent of the TIF Board and City Council. 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.

   Further, in the event that the LANDLORD discontinues or otherwise alters its relationship with the COMPANY, it is agreed that the LANDLORD and the COMPANY shall be jointly and severally liable for any obligations or liabilities incurred by, or due from, the LANDLORD and/or COMPANY under the terms and conditions set forth in this Agreement.

6. The COMPANY shall provide the CITY with a Quarterly Report, to be supplied by the City, within thirty (30) days from the end of the quarter immediately following Project 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) employment levels at the COMPANY at the beginning and end of the reporting period; (2) number of Fall River residents employed at the COMPANY at the beginning and end of the reporting period; (3) utilization of local contractors during the reporting period; (4)

supplies/materials purchased locally during the reporting period; and (5) the COMPANY's financial contribution to the city (i.e., property taxes, motor vehicle excise taxes, water and sewer fees) for the reporting period.

Said quarterly report shall be forwarded 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 be granted on the building to be constructed and/or redeveloped, as described in FACILITY above. Said exemption shall be valid for a period of seven (7) fiscal years, beginning July 1, 2014 (FY15) and ending June 30, 2021 (FY22). Said exemption shall also apply to any supplemental real estate tax bills issued by the CITY within the aforesaid time period.

   The exemption schedule is as follows:

Term	*Exemption*	*Taxes Due*
Year 1	100%	0%
Years 2-3	75%	25%
Year 4	50%	50%
Years 5-6	25%	75%
Year 7	10%	90%
Year 8	0%	100%

2. 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 and retain fifty-two (52) new permanent full-time jobs within two (2) years of the CITY issuing the COMPANY a Certificate of Occupancy, 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

3B

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 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. All amounts due under the TIF Agreement will be collectable pursuant to the provisions of Massachusetts General Laws Chapter 60.

C. OTHER CONSIDERATIONS

1. If the COMPANY fails to meet or maintain employment goals or comply with the other terms of this Agreement, the CITY may request revocation of the TIF Agreement by the Economic Assistance Coordinating Council, in accordance with Commonwealth of Massachusetts Regulations 402 CMR, sections 2.01 - 2.22, as amended.

Executed as a sealed instrument.

Tax Increment Financing Board, City of Fall River

_____
Mayor William A Flanagan, Chairman

_____
Date

Waterfront Investment, LLC

_____
Peter Cabral, President

_____
Date

Rapids Management, LLC

_____
Peter Cabral, President

_____
Date

2B

Economic Assistance Coordinating Council
LOCAL TAX INCENTIVE ONLY PROJECTS

RECEIVED
2013 MAY 23 P 4:47
CITY CLERK
FALL RIVER, MA

1. APPLICANT(S) INFORMATION			
Business Names of Applicant(s):	Waterfront Investments LLC		
Business Address of Applicants:	392 Davol Street, Fall River, MA 02720		
FEIN #:	46-1678685		
Executive Officer:	Peter Cabral		
Contact Person (If different):			
Email:	Peter@Emergencyresponsegroup.com		
Phone:	201-481-1011	Fax:	201-603-1177

2. NATURE AND HISTORY OF THE APPLICANT BUSINESS

Please provide a general description of the applicant's business, history and reason for the project (for example, the company outgrew its existing space).

The project plan is to convert an abandoned building on the City's waterfront into a new restaurant and banquet facility. The City of Fall River has made significant investment to waterfront development; however, this private property has been abandoned and deteriorating for a number of years. We plan to convert this facility into a waterfront destination for dining and banquet purposes.

3. PROJECT and LOCAL TAX INCENTIVE INFORMATION	
Project Name:	Waterfront Investments
Economic Opportunity Area and Project Address:	392 Davol Street, Fall River, MA 02720
Municipality:	Fall River, MA

Local Tax Incentive: Please identify whether Tax Increment Financing or Special Tax Assessment Agreement, the duration of the incentive and percentage exemption (for example, 5 Year TIF (50-40-30-20-10):

Years ☒TIF ☐STA Exemption Schedule:

Base Taxable Value of Property:	$1,149,900
Projected total value of local real estate tax exemption:	$164,786
Projected total value of local personal property tax exemption:	$200,000 - 100%
Start of TIF / STA:	July 1, 2014
If applicable, has the building been 75% vacant for 24 months or more?	☒Yes ☐No ☐N/A
Project Job Creation (Full Time, Permanent):	52
Project Job Retention (Full Time, Permanent):	0
Project Investment:	$2,000,000

3B

As a result of the project, will there be any consolidation, relocation or closing of Massachusetts' facilities? If yes, please explain.	☐ Yes ☒ No
Will the project facility be owned or leased by the applicant? If leased, please identify property owner and confirm that property tax savings will be provided to the EDIP applicant.	Owned ☐ Leased ☒ Property Owner: Rapids Management, LLC All local property tax savings provided to EDIP applicant business ☒

4. NATURE AND PURPOSE OF PROPOSED PROJECT

Please provide a summary description of the applicant's project including (a) detail and the proposed timeline of a purchase / lease and / or construction and occupation, (b) equipment purchases, (c) skills needed for new employees and hiring methods. Please explain why local incentives are necessary for the project to move forward.

Construction on the property is expected to begin June 2013 and conclude November 2013. Industrial kitchen equipment will be purchased. Our new employees will need strong hospitality skills. Local incentives are necessary to make this project move forward as initial investments to rehabilitate this property will be extensive.

5. MUNICIPAL INFORMATION

Municipal Contact:	Kenneth Fiola, Jr., Executive Vice President, Fall River Office of Economic Development		
Municipal Address:	One Government Center, Fall River, MA 02722		
Municipal Email:	kenfiolajr@aol.com		
Municipal Phone:	508-324-2620	Municipal Fax:	508-677-2840

6. LOCAL APPROVAL and CERTIFICATE OF GOOD STANDING

Date Municipality Approved Local Tax Incentive:	
Approving Authority:	
Attach Municipal Vote Approving Incentive:	☐
Attach TIF/STA Agreement	☐
Certificate of Good Standing – Provide proof of good tax standing in the Commonwealth of Massachusetts via a Massachusetts Department of Revenue Certificate of Good Standing for each of the businesses intending to take advantage of tax incentives. To obtain a Certificate of Good Standing go to https://wfb.dor.state.ma.us/webfile/Certificate/Public/WebForms/Welcome.aspx	Attached ☐

3B

PART II. LABOR AFFIRMATION

Part A:

☒ As an applicant requesting Certified Project approval, Peter Cabral, 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, Peter Cabral, 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.

Part B: 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 Details:	☒No
(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 Details:	☒No
(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 Details:	☒No

3B

I/We Peter Cabral, President, Waterfront Investments, LLC (names and titles) of the applicant business applying for approval of tax incentives from the Commonwealth of Massachusetts, Economic Assistance Coordinating Council hereby certify that I/we have been authorized to file th 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 and job creation. I/we understand that the information provided with this application will be relied upon by the Commonwealth in deciding whether to approve tax incentives and that the Commonwealth reserves the right to take action against the applicant or any other beneficiary of the tax incentives 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.

AND Certification as to accuracy and Public Records Law acknowledgement:

The signatories herby certify that the answers in this application and the documents submitted in support thereof are accurate and complete representations of the applicant. They 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).

Peter Cabral	President	5/10/2013
Name	Title	Date
Name	Title	Date

JOB CREATION AND WORKFORCE ANALYSIS PLAN

	CURRENT EMPLOYMENT LEVEL IN MA	TOTAL, Projected New Permanent Jobs		New Jobs: Year One (2013)	New Jobs: Year Two (2014)	New Jobs: Year Three (2015)	New Jobs: Year Four (2016)	New Jobs: Year Five (2017)
# of Permanent Full-Time Employees at Certified Project Facility in Mass.	0							
# of Permanent Full-Time Employees in Massachusetts at other sites.	0	0		0	0	0	0	0
# of Permanent Full-Time Employees to be hired at Certified Project Facility	0	0		0	0	0	0	0
# of Permanent Full-Time Employees at Certified Project Location who live in the ETA of the Certified Project	0	0		0	0	0	0	0
JOBS BY CLASSIFICATION	SALARY RANGE	TOTAL FULL-TIME		Year One	Year Two	Year Three	Year Four	Year Five
# of Management Positions	25,000-65,000	6		5	1	0	0	0
# of Professional Positions	30,000	1		1		0	0	0
# of Skilled Positions	25,000-60,000	10		8	2	0	0	0
# of Unskilled Positions	15,000-25,000	35		25	10	0	0	0

Insert Company Name

[Date]

5

City of Fall River

Office of the Corporation Counsel

WILLIAM A. FLANAGAN
Mayor

ELIZABETH SOUSA
Corporation Counsel

RECEIVED
2013 MAY 22
CITY CLERK
FALL RIVER, MA

GARY P. HOWAYECK
Assistant Corporation Counsel

CHRISTY M. DIORIO
Assistant Corporation Counsel

May 22, 2013

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

RE: ORDER AUTHORIZING THE PURCHASE OF A CERTAIN PARCEL OF LAND LOCATED OFF OF ROBB WAY

Dear Council President:

I respectfully request the support of the Council of the attached Order authorizing the City to acquire 9500 s/f of land to facilitate the public construction of the Robb Way extension. This construction will support the expansion of the Matouk facility. The City has secured the Mass Works Grant in the amount of $500,000 for road way work, sidewalk construction, and construction for underground conduits in order to provide for internet service.

This project will insure an investment in our community as the Matouk expansion is anticipated to secure 87 existing jobs and create an additional 45 new jobs. In addition to the proposed Order I have attached a proposed Quitclaim deed and a subdivision plan for your review. I respectfully request for the Council's favorable consideration.

Sincerely,

Elizabeth Sousa
Corporation Counsel

cc: Kenneth Fiola
Director of the Office of Economic Development

City of Fall River, *In City Council*

ORDERED, that the Mayor is hereby authorized to acquire from Sheltering Sky Real Estate, LLC a certain parcel of land being shown as "Lot C" on plan entitled "Form A subdivision plan 925 Airport Road being a division of Lot A Assessors Map Z Parcel 3 lot 15 Fall River Massachusetts." Said Lot C is bounded and described as follows:

Beginning at a point at the northwest corner of that certain parcel of land shown as Lot 103 as shown on Land Court Plan 32887-25 recorded with Certificate of Title No. 2269, recorded at Book 12, Page 333 at the Fall River Registry District of the Land Court, said point being the southwesterly corner of the herein described parcel; thence running S76°44'00"E fifty feet (50') bounding southerly on said Lot 103 to a point: thence running S76°44'00"E fifty feet (50') bounding southerly on land now or formerly of Monti Real Estate, LLC to a point: thence running N13°19'23"E seventy feet (70') bounding easterly on other land of Sheltering Sky Real Estate LLC to a point; thence running N76°44'00"W one hundred fifty feet (150') bounding northerly on other land of said Sheltering Sky Real Estate LLC to a point; thence running S13°19'28"W fifty feet (50') bounding westerly on other land of said Sheltering Sky Real Estate LLC to a point; thence running S76°44'00"E fifty feet (50') bounding southerly on land now or formerly of Northern Star, LLC to a point; thence running S13°19'28"W twenty feet (20') to the point and place of beginning. Said parcel has an area of approximately 9,500 square feet of land (0.218 acres +/-) and is shown as Lot C on said plan.

QUITCLAIM DEED

SHELTERING SKY REAL ESTATE LLC, a Massachusetts limited liability company, having a mailing address of 925 Airport Road, Fall River, Bristol County, Massachusetts 02720 (the "Grantor"), for consideration of less than One Hundred Dollars ($100.00) grants to the **CITY OF FALL RIVER,** a body politic and corporate, having an address of One Government Center, Fall River, Massachusetts 02722 (the "Grantee") with QUITCLAIM COVENANTS that certain parcel of land located off Robb Way, Fall River, Bristol County, Massachusetts, bounded and described as follows:

That certain parcel of land being shown as "Lot C" on a plan entitled "FORM A SUBDIVISION PLAN 925 AIRPORT RD BEING A DIVISION OF LOT "A" ASSESSORS MAP Z PARCEL 3 LOT 15 FALL RIVER MASSACHUSETTS" PROPERTY OWNER: SHELTERING SKY REAL ESTATE LLC, 925 AIRPORT RD FALL RIVER MASSACHSETTS, prepared by MBL Land Development & Permitting Corp. Dated April 8, 2013 and recorded with Bristol County Fall River District Registry of Deeds in Plan Book 153 at Page 30.

Said Lot C is bounded and described as follows:

Beginning at a point at the northwest corner of that certain parcel of land shown as Lot 103 as shown on Land Court Plan 32887- 25 recorded with Certificate of Title No. 2269, recorded at Book 12, Page 333 at the Fall River Registry District of the Land Court, said point being the southwesterly corner of the herein described parcel; thence running S76°44'00"E fifty feet (50') bounding southerly on said Lot 103 to a point; thence running S76°44'00"E fifty feet (50') bounding southerly on land now or formerly of Monti Real Estate, LLC to a point; thence running N13°19'28"E seventy feet (70') bounding easterly on other land of Sheltering Sky Real Estate LLC to a point; thence running N76°44'00"W one hundred fifty feet (150') bounding northerly on other land of said Sheltering Sky Real Estate LLC to a point; thence running S13°19'28"W fifty feet (50') bounding westerly on other land of said Sheltering Sky Real Estate LLC to a point; thence running S76°44'00"E fifty feet (50') bounding southerly on land now or formerly of Northern Star, LLC to a point; thence running S13°19'28"W twenty feet (20') to the point and place of beginning.

Said parcel has an area of approximately 9,500 square feet of land (0.218 acres +/-) and is shown as Lot C on said Plan.

Being a portion of the premises conveyed to this Grantor by deed from Northern Star, LLC dated October 7, 2011 and recorded with the Bristol County Fall River Registry of Deeds in Book 7767 at Page 159.

Subject to Declaration of Industrial Park Covenants recorded in Book 8071 at Page 307.

Grantor hereby reserves a non-exclusive right, together in common with others, to pass and repass, on foot and with vehicles, and to use the property herein conveyed for all other purposes for which streets and ways are commonly used within the City of Fall River, including but not limited to the right to lay and maintain utilities.

The undersigned certifies that the grantor limited liability company has not elected to be treated as a corporation for tax purposes and that this is not a conveyance of all or a substantial part of the assets of said Grantor in the Commonwealth of Massachusetts.

IN WITNESS WHEREOF, the said SHELTERING SKY REAL ESTATE LLC, by its Managers hereunto duly authorized, hereunto affixed its corporate seal this ___ day of May, 2013

SHELTERING SKY REAL ESTATE LLC

By:_____
George Matouk, Jr., Manager

By:_____
Mindy Matouk, Manager

COMMONWEALTH OF MASSACHUSETTS
COUNTY OF BRISTOL, ss.

On this day of May 2013, before me, the undersigned Notary Public, personally appeared George Matouk, Jr. and Mindy Matouk, as Managers of SHELTERING SKY REAL ESTATE LLC , a Massachusetts limited liability company, proved to me through satisfactory evidence of identification, which were current drivers' licenses, to be the persons whose names are signed on the preceding or attached document, and acknowledged to me that they signed it in their stated capacities, voluntarily for its stated purpose, in such capacities.

_____
Notary Public
My commission expires:

5

Legal Description (Lot C)

That certain parcel of land being shown as "Lot C" on a plan entitled "FORM A SUBDIVISION PLAN 925 AIRPORT RD BEING A DIVISION OF LOT "A" ASSESSORS MAP Z PARCEL 3 LOT 15 FALL RIVER MASSACHUSETTS" PROPERTY OWNER: SHELTERING SKY REAL ESTATE LLC, 925 AIRPORT RD FALL RIVER MASSACHSETTS, prepared by MBL Land Development & Permitting Corp. Dated April 8, 2013 and recorded with Bristol County Fall River District Registry of Deeds in Plan Book 153 at Page 30.

Said Lot C is bounded and described as follows:

Beginning at a point at the northwest corner of that certain parcel of land shown as Lot 103 as shown on Land Court Plan 32887- 25 recorded with Certificate of Title No. 2269, recorded at Book 12, Page 333 at the Fall River Registry District of the Land Court, said point being the southwesterly corner of the herein described parcel; thence running S76°44'00"E fifty feet (50') bounding southerly on said Lot 103 to a point; thence running S76°44'00"E fifty feet (50') bounding southerly on land now or formerly of Monti Real Estate, LLC to a point; thence running N13°19'28"E seventy feet (70') bounding easterly on other land of Sheltering Sky Real Estate LLC to a point; thence running N76°44'00"W one hundred fifty feet (150') bounding northerly on other land of said Sheltering Sky Real Estate LLC to a point; thence running S13°19'28"W fifty feet (50') bounding westerly on other land of said Sheltering Sky Real Estate LLC to a point; thence running S76°44'00"E fifty feet (50') bounding southerly on land now or formerly of Northern Star, LLC to a point; thence running S13°19'28"W twenty feet (20') to the point and place of beginning.

Said parcel has an area of approximately 9,500 square feet of land (0.218 acres +/-) and is shown as Lot C on said Plan.

6

FOR REGISTRY USE ONLY

I CERTIFY THAT THIS PLAN HAS BEEN PREPARED IN CONFORMITY WITH THE RULES AND REGULATIONS OF THE REGISTERS OF DEEDS OF THE COMMONWEALTH OF MASSACHUSETTS.

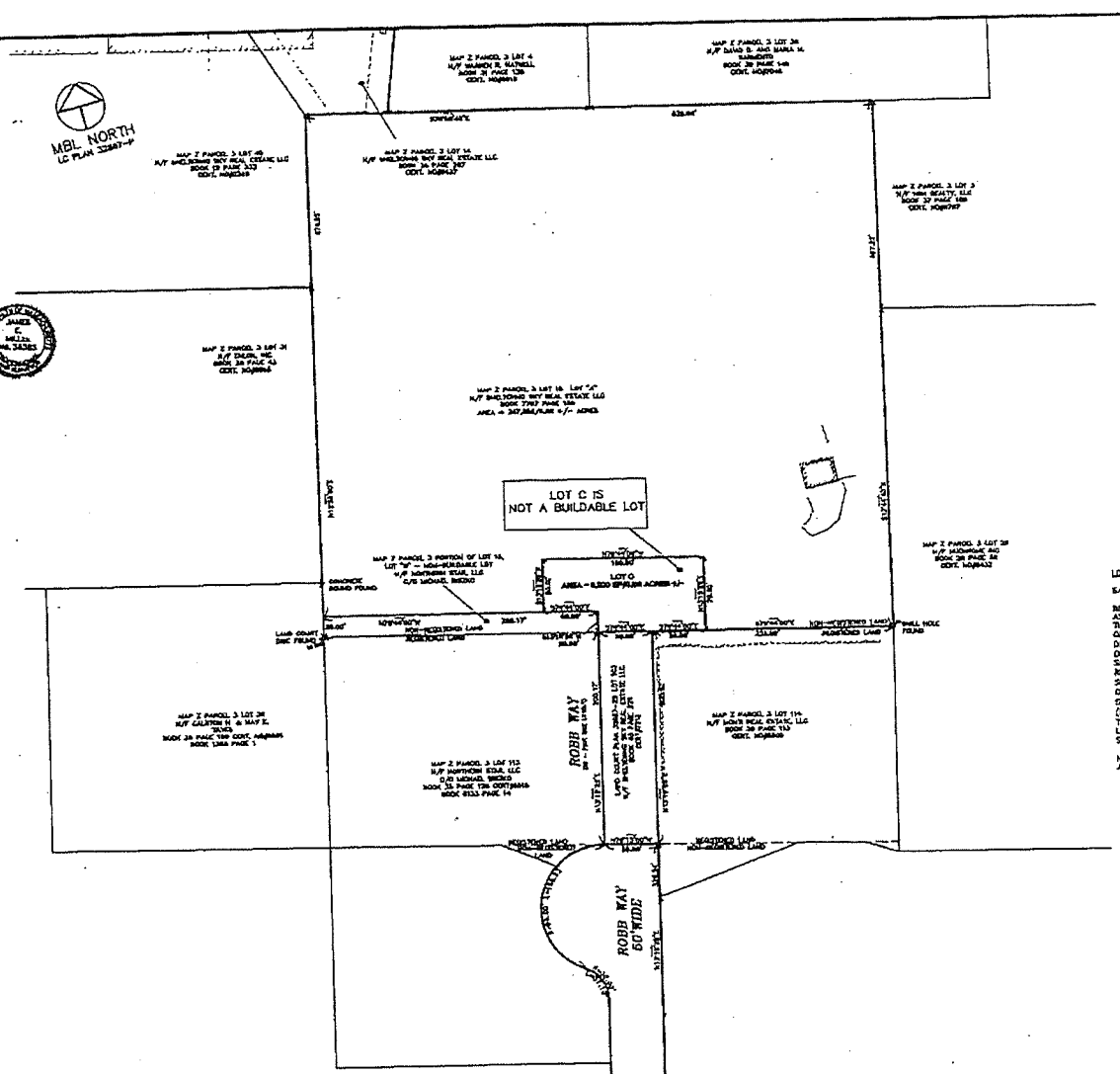
15 April 2013 — DATE — PREPARER

JAMES E. MILLS, MA 34086

CITY OF FALL RIVER
PLANNING BOARD
APPROVAL UNDER THE SUBDIVISION CONTROL LAW NOT REQUIRED

DATE APPROVED: 4/23/13

ENDORSEMENT BY THE PLANNING BOARD DOES NOT INDICATE CONFORMANCE TO ZONING REGULATIONS



PLAN REFERENCES

1. FALL RIVER AIRPORT INDUSTRIAL PARK
AIRPORT ROAD PLAN & PROFILE
ENGINEERING DIVISION-DEPARTMENT OF PUBLIC WORKS
SHEET 5 OF 8

2. PLAN OF LAND IN FALL RIVER
PREPARED BY: ESSEX SURVEY SERVICE
DATED: DECEMBER 23, 1963 REVISED: NOVEMBER 14, 1968
SCALE: 1"=500'
LAND COURT PLAN #32887A

3. SUBDIVISION PLAN OF LAND IN FALL RIVER
PREPARED BY: ESSEX SURVEY SERVICE
DATED: MAY 11, 1970 SCALE: 1"=50'
LAND COURT PLAN #32887-

4. SUBDIVISION PLAN OF LAND IN FALL RIVER
PREPARED BY: ESSEX SURVEY SERVICE INC.
DATED: NOVEMBER 21, 1972 SCALE: 1"=200'
LAND COURT PLAN #32887P

5. SUBDIVISION PLAN OF LAND IN FALL RIVER
PREPARED BY: DHR ENGINEERING CORPORATION, SURVEYORS
DATED: MARCH 6, 1986 SCALE: 1"=50'
LAND COURT PLAN #32887-15

6. SUBDIVISION PLAN OF LAND IN FALL RIVER
PREPARED BY: PRIME ENGINEERING INC.
DATED: AUGUST 27, 2007 SCALE: 1"=80'
LAND COURT PLAN #32887-26

7. APPROVAL NOT REQUIRED
PLAN OF LAND IN FALL RIVER
BEING A DIVISION OF ASSESSORS' LOT 2-3-15
PREPARED BY: PRIME ENGINEERING INC.
DATED: AUGUST 15, 2011 SCALE: 1"=40'
PLAN BOOK 131 PAGE 10

8. FALL RIVER SEWER NETWORK PLAN
PREPARED BY: FALL RIVER PLANNING DEPT.

9. DEPARTMENT OF PUBLIC WORKS
WATER PLAN, AIRPORT ROAD

10. NEW ENGLAND GAS COMPANY
AIRPORT ROAD, FALL RIVER
DATED: JULY 29, 2012

11. SUBDIVISION PLAN OF LAND IN FALL RIVER
PREPARED BY: TIDDITTS ENGINEERING CORP. SURVEYORS
DATED: JANUARY 19, 2004 SCALE: 1"=100'
LAND COURT PLAN #32887-25

LOT C - LEGAL DESCRIPTION

SAID LOT C IS BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT AT THE NORTHWEST CORNER OF THAT CERTAIN PARCEL OF LAND SHOWN AS LOT 153 AS SHOWN ON LAND COURT PLAN 32887- 25 RECORDED WITH CERTIFICATE OF TITLE NO. 2206, RECORDED AT BOOK 12, PAGE 303 AT THE FALL RIVER REGISTRY DISTRICT OF THE LAND COURT, SAID POINT BEING THE SOUTHWESTERLY CORNER OF THE HEREIN DESCRIBED PARCEL; THENCE RUNNING S28°44'06"E FIFTY FEET (50') BOUNDING SOUTHERLY ON SAID LOT 153 TO A POINT; THENCE REMAINING S28°44'06"E FIFTY FEET (50') BOUNDING SOUTHERLY ON LAND NOW OR FORMERLY OF MONTH REAL ESTATE, LLC TO A POINT; THENCE RUNNING N13°19'22"E SEVENTY FEET (70') BOUNDING EASTERLY ON OTHER LAND OF SHELTERING SKY REAL ESTATE, LLC TO A POINT; THENCE RUNNING N76°44'00"W ONE HUNDRED FIFTY FEET (150') BOUNDING NORTHERLY ON OTHER LAND OF SAID SHELTERING SKY REAL ESTATE LLC TO A POINT; THENCE RUNNING S13°19'22"W FIFTY FEET (50') BOUNDING WESTERLY ON OTHER LAND OF SAID SHELTERING SKY REAL ESTATE LLC TO A POINT; THENCE RUNNING S76°44'06"E FIFTY FEET (50') BOUNDING SOUTHERLY ON LAND NOW OR FORMERLY OF NORTHERN STAR, LLC TO A POINT; THENCE RUNNING S13°19'22"W TWENTY FEET (20') TO THE POINT AND PLACE OF BEGINNING.

NOTE: MAP 7 PARCEL 3 LOT 16 IS BEING SUBDIVIDED TO CREATE LOTS A AND C AS SHOWN ON THIS PLAN.

No	DATE	DESCRIPTION	BY
		REVISIONS	

PROJ. MANAGER	JMD
CHIEF DESIGNER	JMD
REVIEWED BY:	DATE

SEAL

JAMES E. MILLS, MA 34086

PROPERTY OWNER
SHELTERING SKY REAL ESTATE LLC
925 AIRPORT RD
FALL RIVER MASSACHUSETTS

SCALE: HORZ. 1"=50' VERT.
DATUM: HORZ. VERT.
GRAPHIC SCALE

MBL
LAND DEVELOPMENT & PERMITTING, CORP.
480 TURNPIKE STREET
SOUTH EASTON, MA 02375
P 508.297.2744 F 508.297.2746
EMAIL: MBLLDP@COMCAST.NET
WEB: WWW.MBLDP.COM

FORM A SUBDIVISION PLAN
925 AIRPORT RD
BEING A DIVISION OF LOT "A"
ASSESSORS MAP 7 PARCEL 3 LOT 15
FALL RIVER MASSACHUSETTS

MBLI No. 2012-047
DATE: APRIL 4, 2013

C-1

Order – rescind vote authorizing the sale of 1975 Pleasant Street to Renaissance Woodworking

6

CITY OF FALL RIVER

To the City Council

Councillors:

The Committee on Real Estate, at a meeting held on May 22, 2013, voted unanimously to recommend that the accompanying order be adopted.

Carmen A. Taylor
Clerk of Committees

IS—CC—019

6

City of Fall River, *In City Council*

ORDERED, that the vote taken by the City Council on September 20, 2011 to adopt an order authorizing the Mayor to execute and deliver a deed to Renaissance Woodworking for the purchase of the former Coughlin School, 1975 Pleasant Street (Assessors Map J-11-0002), for the sum of $1.90, be and the same is hereby rescinded.

b

City of Fall River

Office of the Corporation Counsel

WILLIAM A. FLANAGAN
Mayor

ELIZABETH SOUSA
Corporation Counsel

RECEIVED
2013 FEB 22 A 9:55
CITY CLERK
FALL RIVER, MA

GARY P. HOWAYECK
Assistant Corporation Counsel

CHRISTY M. DIORIO
Assistant Corporation Counsel

February 20, 2013

Real Estate Committee
Chairman Bradford Kilby
1 Government Center
Fall river, MA 02721

RE: 1975 Pleasant Street

Dear Chairman Kilby:

Please be advised that Hebert O. Harlow via a letter dated June 6, 2012 informed the Committee that he was unable to proceed with acquiring 1975 Pleasant Street. **Please see attached June 6, 2012 letter from Hebert O. Harlow**. I would suggest that the Order of the City Council, approved by the Mayor, authorizing the sale of 1975 Pleasant Street to Renaissance Woodworking be rescinded.

Thank you for your attention to this matter. If you have any questions please do not hesitate to contact me.

Sincerely,

Elizabeth Sousa

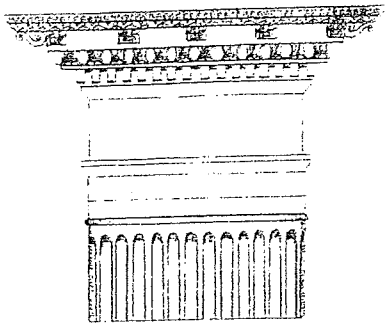
Elizabeth Sousa

Encl.

cc: City Clerk

b

Renaissance Woodworking



Excellence in Craft - Elegance in Wood

June 6, 2012

CITY OF FALL RIVER, MA.
LAW DEPT.
12 JUN -7 PM 3:58

Bradford Kilby, Esq.
Chairperson, Real Estate Committee
Fall River City Council
One Government Center
Fall River, MA 02722

Re: Coughlin School / Renaissance Woodworking, Inc.
RFP 12-03

Dear Councilor Kilby:

I regret to inform you and your colleagues on the City Council that I shall be unable to proceed with the planned acquisition of the Coughlin School.

While my enthusiasm for the project remains high, I have become aware recently of medical constraints which will realistically, make it impossible for me to bring this vision to fruition.

I do appreciate the courtesy, kindness and cooperation that has been extended to me by the Council, Mayor Flanagan and Corporation Counsel Torres.

It is my hope this beautiful building can be saved for posterity and put to a use that will benefit our citizens. I sincerely regret that I shall be unable to lead that process.

Thank you.

Sincerely,
Renaissance Woodworking, Inc.

By: Herbert O. Harlow
Herbert O. Harlow, President

CC: Hon. W. Flanagan
S. Torres, Esq.

80 Lafayette Street, Fall River, MA 02723 • 508-642-2912

City of Fall River, *In City Council*

ORDERED, that the City of Fall River does hereby sell the following parcel of land to the following buyer for the following consideration:

Property	Sale Price	Buyer
1975 Pleasant Street (Assessors Map J-11-0002)	$1.90	Renaissance Woodworking

BE IT FURTHER ORDERED, that the Mayor is hereby authorized to execute and deliver a deed to said buyer in the form attached hereto and that said deed shall be recorded at the Bristol County Fall River District Registry of Deeds.

In City Council, September 20, 2011
Adopted, 9 yeas

Approved, September 26, 2011
William A. Flanagan, Mayor

A true copy. Attest:

Alison M. Buckard

City Clerk

7

CITY OF FALL RIVER

To the City Council

Councillors:

The Committee on Real Estate, at a meeting held on May 22, 2013, voted unanimously to recommend that the accompanying order be adopted.

Colleen A. Taylor
Clerk of Committees

7

City of Fall River, *In City Council*

ORDERED, that the City Council of the City of Fall River hereby accepts the recommendation of the Real Estate Committee and orders that the former Lincoln School, 439 Pine Street (Assessors Map N-05-0027), be conveyed to Robert Kfoury for the sum of $21,600 as set forth in Robert Kfoury's Response to said RFP, subject to the terms and conditions as set forth in said RFP, and further subject to the negotiation and execution of a Purchase & Sales Agreement in a form determined and acceptable by the Corporation Counsel and the execution of a Quitclaim Deed in a form also acceptable to the Corporation Counsel.

8

CITY OF FALL RIVER

To the City Council

Councillors:

The Committee on Real Estate, at a meeting held on May 22, 2013, voted unanimously to recommend that the accompanying order be adopted.

Colleen A. Taylor
Clerk of Committees

City of Fall River, *In City Council*

ORDERED, that the City Council of the City of Fall River hereby accepts the recommendation of the Real Estate Committee and orders that the former Coughlin School, 1975 Pleasant Street (Assessors Map J-11-0002), be conveyed to Robert Kfoury for the sum of $20,500 as set forth in Robert Kfoury's Response to said RFP, subject to the terms and conditions as set forth in said RFP, and further subject to the negotiation and execution of a Purchase & Sales Agreement in a form determined and acceptable by the Corporation Counsel and the execution of a Quitclaim Deed in a form also acceptable to the Corporation Counsel.

9

CITY OF FALL RIVER

To the City Council

Councillors:

The Committee on Real Estate, at a meeting held on May 22, 2013, voted 4 yeas to recommend that the accompanying order be adopted, with Councilor Poulin voting present.

Colleen A. Taylor
Clerk of Committees

City of Fall River, *In City Council*

ORDERED, that the City Council of the City of Fall River hereby accepts the recommendation of the Real Estate Committee and orders that the former Belisle School, 40 Clarkson Street (Assessors Map A-08-0002), be conveyed to Family Homes Construction Co., Inc. for the sum of $251,500 as set forth in Family Homes Construction Co., Inc.'s Response to said RFP, subject to the terms and conditions as set forth in said RFP, and further subject to the negotiation and execution of a Purchase & Sales Agreement in a form determined and acceptable by the Corporation Counsel and the execution of a Quitclaim Deed in a form also acceptable to the Corporation Counsel.

City of Fall River, *In City Council*

BE IT ORDAINED, by the City Council of the City of Fall River, that the Revised Ordinances of the City of Fall River, Massachusetts, 1999, be amended as follows:

Section 1.
By striking out Section 66-63, which subsection relates to Parades or Processions, in its entirety, and insert in place thereof, the following:

A. No person in charge of, and no person participating in, any parade, procession or lawful assembly shall permit it to occupy or march on any street to the exclusion or interruption of other persons in their individual right and use thereof, except the police and fire departments, the organized militia, the organized naval forces, the independent chartered military organizations, the military and naval forces of the United States, associations wholly composed of soldiers, sailors or marines honorably discharged from the service of the United States, veterans of the national guard or naval militia, or the organizations of the Order of the Sons of Veterans, unless written permit therefore is given by the Mayor with the approval of the Chief of Police. Application to conduct such parade, procession or lawful assembly shall be made in writing, in the form of a permit application, to the Mayor by the person in charge or control thereof, or responsible therefor. Such application shall set forth the route along which such parade, procession or lawful assembly is to proceed, the date, start time, end time and the name of the person, society or organization in control thereof, or responsible therefor, and the purpose of such parade, procession or lawful assembly.

B. Upon such application being made, the Chief of Police shall review such application. If he or she finds that the time, route and size of the such parade, procession or lawful assembly will not disrupt to an unreasonable extent the movement of other traffic, that the parade, procession or lawful assembly is not of a size or nature that requires the diversion of so great a number of police officers of the City so that the City is unable to properly police the line of movement and the area contiguous thereto and that allowing the parade, procession or lawful assembly would not deny reasonable police protection to the City or such parade, procession or lawful assembly will not interfere with another parade, procession or lawful assembly for which a permit has been issued, the Mayor with the approval of the Chief of Police shall issue such permit to the person, society or organization making application therefor, without a fee or charge.

CITY OF FALL RIVER
IN CITY COUNCIL
MAY 14 2013
Passed Through first reading, as amended

Ad: 5/18 attached
Abutters: —
Bldg. Insp./Engineering: —
Fire Chief: —
Police Chief: —
Collector: —
Corp. Counsel: req. 5/20

City of Fall River, *In City Council*

(Councilor Raymond A. Mitchell)

WHEREAS, there are many businesses in the City of Fall River that make frequent quick stops to drop off supplies, food, etc., and

WHEREAS, many of the delivery people do not always have coins available to pay for parking meters, and

WHEREAS, these vehicles are ticketed repeatedly, now therefore

BE IT RESOLVED, that the Traffic Commission consider yearly parking passes that may be purchased annually for an amount to be determined to make the City of Fall River more accessible to businesses without parking lots, and

BE IT FURTHER RESOLVED, that alternative payment systems that would accept debit and credit cards also be considered to allow alternative ways to pay for parking meters.

City of Fall River, *In City Council*

ORDERED, that regular meetings of the City Council during 2013 shall be held as follows, and

BE IT FURTHER ORDERED that at said meetings the Committee on Finance shall begin at 6:00 PM, and the Regular Meeting of the City Council shall begin at 7:00 PM.

July 9

August 6

September 3
September 17

October 1
October 15

November 12
November 26

December 17

All meetings shall be held in the Council Chamber, Government Center.

CC

29

RECEIVED

2013 MAY 13 P 3:24

CITY CLERK
FALL RIVER, MA

CLAIM FORM
City of Fall River, Massachusetts

#13-87

Name: Merrill Valley

Address: 43 John St, 2S
Fall River MA 02721

Phone #: (774) 319-3407

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

Date of Incident: 5/13/13
Time of Incident: 10:30 -11:00 a.m.
Location of Incident: Front/on street of 43 John St.

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

Around 10:35 AM my husband, Steve, went to the car to get something for me. About 15 minutes later my husband noticed the back window of the car shattered and a shattered beer bottle was behind the car. He looked down our one-way street and saw the DPW truck driving away. There were no other car behind the truck. Our neighbor across the street heard the loud crashing sound + only saw the DPW truck on our street. Around 2pm today, I went to the DPW Incinerator on Redman St., a man who claimed to be in charge named, Jason, admitted that if the barrels get stuck, the barrels get shaken. "They (the crew)," said Jason, "has seen newspaper →

reverse

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

* Please file this Claim Form with: City Clerk, One Government Center, 2nd Floor, Fall River, MA 02722

CC

29

RECEIVED
2013 MAY 13 P 3:58
CITY CLERK
FALL RIVER, MA

CLAIM FORM
City of Fall River, Massachusetts

13-88

Name: Penelope Medeiros

Address: 33 Rowley St
Swansea MA 02777

Phone #: 5088371399

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

Date of Incident: 5/9/13
Time of Incident: 6:00 AM
Location of Incident: Davol & President Ave

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

Driving on Davol St South towards President Ave. Wrecked rim, tire, hub cap when hit a pot hole in left lane

ary x 2 Corp Law
1 DPW
1 CC
1 atty chief

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

* Please file this Claim Form with: City Clerk, One Government Center, 2nd Floor, Fall River, MA 02722

CC

29

RECEIVED

CLAIM FORM
City of Fall River, Massachusetts

2013 MAY 17 P 1:05

CITY CLERK 13-89
FALL RIVER, MA

Name: Natalie Sousa

Address: 30 Bay St

Phone #: 5086761796

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

Date of Incident: 5-9-2013
Time of Incident: 8:45 PM
Location of Incident: 425 Globe St.

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

On the day and time listed above I was driving East on Globe St when I hit a large pothole, in a poorly lit area in front of 425 Globe St. It was right afterwards that I could feel my van pulling to one side and also making a loud clicking sound, as I continued to drive on. Now I'm thinking that my front end was knocked out of alignment (which I just had done about two weeks earlier at Dave's Tire). On 5-11, two days later, as soon as I had the available time, I then again had to take my vehicle back to Dave's Tire for

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

ary v 2 Copes Law
1 D PW
1 CC
1 City Clerk

CC

29

CLAIM FORM
City of Fall River, Massachusetts

RECEIVED
2013 MAY 22 P 1:57
CITY CLERK
FALL RIVER, MA

13-90

Name: JUDITH A. McKANE

Address: 111 BORDEN ST #622
FALL RIVER, MA 02721

Phone #: 508-675-2156

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

Date of Incident: MAY 12, 2013
Time of Incident: 3:00 PM
Location of Incident: HARTWELL STREET

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

I was traveling on Hartwell St. towards Radman St. I heard a loud bang & upon exiting my vehicle I noticed I drove over a huge hole in the road but was unable to see it as it was filled with water and hard to notice. My passenger tire in the rear was flat & the rim bent slightly. My Front passenger tire had a huge bubble and Rim bent. I put the spare on the back and went to Sears Auto on the following day To have Repairs done on tires & Rims. The Total Cost on theses Repairs was $174.00

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

Judith McKane

orig & 2 Copies Law
1 DPW
1 CC
1 City Clerk