

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

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2018 DEC -4 A 10:36

**ALISON M. BOUCHARD**  
CITY CLERK

**AMENDED AGENDA**

ORIGINAL POSTING: NOVEMBER 30, 2018 AT 2:27 P.M.

CITY CLERK **INÉS LEITE**  
FALL RIVER, MA  
ASSISTANT CITY CLERK

**MEETINGS SCHEDULED**  
**CITY COUNCIL CHAMBER, ONE GOVERNMENT CENTER**  
**TUESDAY, DECEMBER 4, 2018**  
**AGENDA**

**4:00 P.M. COMMITTEE ON REAL ESTATE MEETING**

**6:00 P.M. COMMITTEE ON FINANCE (OR IMMEDIATELY FOLLOWING COMMITTEE ON REAL ESTATE MEETING SHOULD IT RUN PAST 6:00 P.M.)**

1. Citizen Input
2. \*Resolution – Discuss winter snow plowing (tabled 3-27-18)
3. \*Resolution – Corporation Counsel discuss claims and process for payments (adopted 4-10-18)
4. \*Resolution – Corporation Counsel discuss status of Open Meeting Law complaints (adopted 2-21-17)

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

**PRIORITY MATTERS**

1. \*Mayor requesting confirmation of the appointment of John Perry as Director of Community Maintenance
2. \*Mayor and loan order – \$750,000 Community Preservation Act Bio Reserve Project
3. \*Mayor requesting confirmation of the appointment of Christine P. Blair-Cyr to the Urban Tree Commission

**PRIORITY COMMUNICATIONS**

4. Traffic Commission recommending amendments to the traffic ordinances

**COMMITTEE REPORTS** – None

**ORDINANCES** – None

**RESOLUTIONS**

5. \*Administration declare reprieve of the PAYT program for one week from December 26, 2018 to January 2, 2019

**CITATIONS** – None

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

One Government Center • Fall River, MA 02722  
TEL 508-324-2220 • FAX 508-324-2211 • EMAIL [city\\_clerks@fallriverma.org](mailto:city_clerks@fallriverma.org)

**ORDERS – HEARINGS** - None

**ORDERS – MISCELLANEOUS**

6. Police Chief's report on licenses:  
2018 Taxicab Driver:  
Diamond Jackson-Mesidor

2019 Taxicab Driver:  
Diamond Jackson-Mesidor

**COMMUNICATIONS – INVITATIONS – PETITIONS**

7. \*Claims  
8. \*Communication from city resident regarding recycling at condominiums

**BULLETINS – NEWSLETTERS – NOTICES** – None

  
City Clerk

**ITEMS FILED AFTER THE AGENDA WAS PREPARED:**  
**CITY COUNCIL MEETING DATE: DECEMBER 4, 2018**

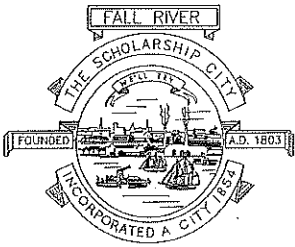
**OTHER POTENTIAL MATTERS (to be acted upon if recommendation is received)**

Committee on Real Estate recommendation(s):

- Order re: gift of 80-84 North Main Street  
Communication from Mayor requesting parking facilities controlled by the Fall River  
Redevelopment Authority be transferred back to the City

**PRIORITY MATTERS**

- \*Mayor requesting re-approval of TIF for Millstone Medical Outsourcing LLC



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

RECEIVED

2018 DEC -4 A 9:30

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

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

December 5, 2018

Cliff Ponte, President  
City of Fall River  
One Government Center  
Fall River, MA 02722

President Ponte:

RE: Millstone Medical Outsourcing LLC

Subsequent to your City Council meeting on November 25, 2018, the Administration was advised by Millstone's consultant that changes regarding addresses in the TIF Agreement needed to be changed. While these changes are clerical in nature and have no impact on the terms of the TIF, they were not part of the Agreement approved by the City Council. In order to correct the Council's record, the amended TIF is before you for approval.

Your approval of the amended Millstone Medical Outsourcing LLC TIF Agreement is respectfully requested.

Best Regards,

Jasiel F. Correia II  
Mayor

**CITY OF FALL RIVER**  
**IN CITY COUNCIL**  
**DEC 04 2018**

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**TAX INCREMENT FINANCING AGREEMENT**

**City of Fall River, Massachusetts  
and  
Millstone Medical Outsourcing LLC**

This Agreement is made this 1<sup>st</sup> day of December, 2018 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 Millstone Medical Outsourcing LLC, a corporation with a principle place of business at 580 Commerce Drive, Fall River, Massachusetts, 02720, acting through Karl Neuberger, CEO (hereinafter called the "COMPANY"). This Agreement shall take effect immediately upon final approval by the Massachusetts Economic Assistance Coordinating Council on December 13, 2018.

WHEREAS, the COMPANY intends to construct a 60,000 s/f Medical Healthcare Device Inspection facility on land owned by the COMPANY (hereinafter called the "FACILITY"), 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 significant capital investment in plant equipment and job creation at its FACILITY in Fall River; and

WHEREAS, 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 build a (+/-) 60,000 square foot building at AP Z-5, Lot 5, 633 Commerce Drive, Fall River, Massachusetts, 02720
2. The COMPANY shall invest approximately \$10,000,000 in a FACILITY at AP Z-5, Lot 5, 633 Commerce Drive, Fall River, Massachusetts 02720. The COMPANY further agrees to retain two hundred seventy-one (271) permanent full-time jobs at its current location and create 100 full-time jobs within the first five (5) years at this new FACILITY.

3. 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.
4. The COMPANY shall cooperate with Job Training Partnership Act programs and the Division of Employment and Training of the Commonwealth of Massachusetts, the Bristol County Training Consortium and other agencies, as appropriate, in seeking to fill vacancies at the COMPANY from the local community. The COMPANY shall commit to a policy of hiring qualified Fall River residents for any employment opportunities that become available at the FACILITY.
5. The COMPANY shall make good faith efforts to use local contractors for construction of the new FACILITY. The COMPANY shall also make all good faith efforts to use local contractors for any future repairs or renovations to the FACILITY. Further, the CITY expresses its preference that the COMPANY use local contractors who have registered apprenticeships programs with the Commonwealth of Massachusetts to encourage the training of a skilled workforce.
6. 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.
7. If the COMPANY 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 shall make 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 COMPANY discontinues or otherwise alters, it is agreed that the COMPANY shall be jointly and severally liable for any obligations or liabilities incurred by, or due from, the COMPANY under the terms and conditions set forth in this Agreement.

8. 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 the 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 Fall River Redevelopment Authority (RDA), One Government Center Fall River, Massachusetts 02722. RDA shall be responsible monitoring job creation activities and compliance with the terms and conditions set forth in this Agreement. The COMPANY also shall notify RDA 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, as described in FACILITY above and personal property located within FACILITY. Said exemption shall be valid for a period of twelve (12) years, beginning July 1, 2020 (FY2021) and ending June 30, 2032 (FY2032). Said exemption shall not apply to any supplemental real estate tax bills issued by the CITY with the aforesaid time period.

The exemption schedule is as shown on attached Valuation Spreadsheet.

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 two hundred seventy-one (271) jobs and create one hundred (100) permanent full 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 property 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 the Agreement. Therefore, upon decertification of the project, the total amount of tax that would otherwise have been due and payable to the CITY but has otherwise been exempted pursuant to Section B, paragraph 1 hereof shall be paid as a Payment in Lieu of Tax and as the CITY's sole remedy at law and equity for damages as a result of a breach of this agreement. Said Payment in Lieu of Tax shall be due and payable to the Treasurer of the City of Fall River within sixty (60) days of the date this project is decertified. 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, section 2.01-2.22, as amended.