

City of Fall River Massachusetts
Office of the City Clerk

RECEIVED

2023 FEB 10 P 1:30

CITY CLERK
FALL RIVER, MA

ALISON M. BOUCHARD
CITY CLERK

INÊS LEITE
ASSISTANT CITY CLERK

MEETINGS SCHEDULED
CITY COUNCIL CHAMBER, ONE GOVERNMENT CENTER
TUESDAY, FEBRUARY 14, 2023
AGENDA

5:55 P.M. PUBLIC HEARINGS

Pole Location

1. Massachusetts Electric Company for new solely owned pole locations as follows:

Star Street and Eclipse Street

Five (5) new pole locations

The petitioner is proposing the installation of five (5) new solely owned poles, three (3) new anchors and two (2) push braces beginning approximately 20 feet south of the centerline of the intersection of Bates Street and Star Street and continuing approximately 350 feet easterly.

The purpose of this work is due to a solely owned National Grid pole that is located in the right of way adjacent to 0 Star Street and 15 Star Street. The owner of this property plans to build on the lot eliminating access to existing Pole 6. This petition is the result of National Grid's need to reroute overhead wires.

In accordance with Plan No. 30697758

Dated: January 30, 2023

Pole Location and Underground Conduit

2. Massachusetts Electric Company for a new solely owned pole location and underground conduit, as follows:

High Street

One (1) new pole location

Install one SO Pole on High Street. Beginning at a point approximately 70 feet North of the centerline of the intersection of High Street and Lincoln Avenue and continuing approximately 85 feet in a South direction. Install underground facilities on High Street and Lincoln Avenue.

National Grid to install new solely owned Pole 13 and anchor located on the 75 feet South of existing Pole 14 on High Street. The anchor to be installed 10 feet South of the proposed Pole 13. From the base of Pole 13, National Grid will dig under the roadway approximately 85 feet to existing Manhole 2 located in the intersection of High and Lincoln. 2-4 inch conduit will be installed in this trench for new secondary cable.

The purpose of the work is to convert the loads of homes on High St. and Lincoln Ave. that are currently fed from the existing underground to the new cables that will be installed from Pole 13 to Manhole 2.

In accordance with Plan No. 30709434

***Condition**

All roadways shall be restored curb to curb through the work area.

3. Massachusetts Electric Company for a new solely owned pole location and underground conduit, as follows:

Belmont Street

Install one solely owned pole on Belmont Street. Beginning at a point approximately 90 feet North of the centerline of the intersection of Belmont Street and Lincoln Avenue and continuing approximately 105 feet in a South direction. Install underground facilities on Belmont St. and Lincoln Ave.

National Grid to install one new solely owned pole and one anchor. The proposed Pole 2 to be located 35 feet South of existing Pole 3 Belmont Street. The anchor to be located 10 feet South of the proposed Pole 2. From the base of Pole 2, National Grid will dig under the roadway approximately 105 feet to existing electric Manhole 4 located in the intersection of Belmont and Lincoln. 2-4 inch conduit will be installed in this trench for the new secondary cable.

The purpose of the work is to convert the loads of homes on Belmont St. and Lincoln Ave. that are currently fed from the existing underground to the new secondary cables that will be installed from proposed Pole 2 to Manhole 4.

In accordance with Plan No. 30709434

***Condition**

All roadways shall be restored curb to curb through the work area.

6:00 P.M. CITY COUNCIL COMMITTEE ON FINANCE MEETING (OR IMMEDIATELY FOLLOWING THE PUBLIC HEARING IF IT RUNS PAST 6:00 P.M.)

1. Citizen Input

COMMITTEE ON FINANCE TO MEET JOINTLY WITH THE BOARD OF PARK COMMISSIONERS FOR THE PURPOSE OF DISCUSSING ITEM #2:

2. Resolution – Administration prepare presentation to address the needs of City Parks and leagues, including football and baseball fields (referred 1-24-23)
3. Transfers and appropriations (see items 11, 12 and 13 below)
4. Discuss order appropriating \$55,000 from CPA Undesignated Funds for CPA Open Space/Outdoor Recreation (see item 14 below)

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

PRIORITY MATTERS

1. *Mayor and request for extension to submit the Quarter 2 budget report to the City Council in February (objected to on 1-24-23)
2. *Fiscal Year 2023 Quarter 2 Budget Report
3. *Mayor requesting confirmation of the appointment of Michelle Hamilton as Veteran's Agent
4. *Mayor requesting confirmation of the appointment of Daniel R. Lane as Administrative Assistant to the Board of Assessors

5. *Mayor requesting confirmation of the following appointments to the Council on Aging
 - a. Joan Lord
 - b. Mary E. Hargraves
6. *Mayor requesting confirmation of the reappointments to the Commission on Disability
 - a. Daniel Robillard
 - b. Dennis Polselli
7. *Mayor requesting confirmation of the following reappointments to the Redevelopment Authority
 - a. Anne Elizabeth Keane
 - b. John R. Erickson
8. *Mayor requesting confirmation of the appointment of Michael D. Farias to the Planning Board
9. *Mayor and order accepting gift of a framed picture of President Abraham Lincoln with President Lincoln's signature for the Fall River Public Library from Edward Mantez
10. *Mayor and orders to accept and expend the following grants:
 - a. \$539,865 – MA EOPSS – Fund overtime costs for police officers in the Uniform Division
 - b. \$802,500 – MA EOPSS – Fund overtime costs for firefighters to maintain optimal staffing levels in fire suppression units to be assigned as needed
 - c. \$60,500 – MOD – Complete projects to improve accessibility in the Veterans Center
 - d. \$29,276 – MA EOPSS – To purchase community support equipment
 - e. \$9,458 – MA EOPSS – To teach fire and life safety to children in schools and seniors at home
11. *Mayor and order transferring the sum of \$1,300,000.00 to the Stabilization Fund from FY22 Surplus Revenue
12. *Mayor and order transferring the sum of \$366,069.80 to the OPEB Fund from FY22 Surplus Revenue
13. *Mayor and order transferring the sum of \$50,000 to the Health and Human Services Department Expenses from the Opioid Settlement Receipts Stabilization Fund
14. *Mayor and order appropriating \$55,000 from the CPA Undesignated Fund for CPA Open Space/Outdoor Recreation (Ball Park Lights @ Maplewood Park)
15. *Mayor requesting approvals as follows:
 - a. Resolution – TIF Agreement for BankFive – 79 North Main Street
 - b. Resolution – TIF Agreement for 37 Park Street, LLC – 37 Park Street
 - c. Resolution – TIE Agreement for Hyde Development, LLC – 439 Pine Street (former Lincoln School)
16. *Mayor and Five Year Financial Forecast
17. *Mayor and notification from Massachusetts Department of Revenue of available funds of FY 2023 free cash certification
18. *Mayor and Councilor Andrew J. Raposo - proposal for Bristol County ARPA funding in the amount of \$173,000 for Fall River Artist Culture Coalition Artist Recovery Program
19. *Mayor and order re: the City of Fall River Public Schools and Ameresco, Inc. for Energy Services Agreement

PRIORITY COMMUNICATIONS – None

COMMITTEE REPORTS

Committee on Ordinances and Legislation recommending:

All readings with Emergency Preamble:

20. *Proposed Ordinance – Traffic, Handicapped Parking (inserting)
- | | | |
|------------------|-----------------|------------------|
| Beattie Street | Campbell Street | East Main Street |
| East Main Street | Fountain Street | Lebanon Street |
| Mulberry Street | Pokross Street | Slade Street |
| Wamsutta Street | | |

First reading, as amended:

21. *Proposed Ordinance – Traffic, miscellaneous
Section 1

Loading Zone Only:

Nashua Street (South side) 56 feet west of Lawrence Street
for a distance of 35 feet westerly.

Section 2

Handicapped Parking removals:

Second Street	Third Street	Albion Street
Barnaby Street	Bowen Street	Dover Street
Eastern Avenue	Flint Street	Forest Street
French Street	Grove Street	Hall Street
Jencks Street	Locust Street	Norfolk Street
Plymouth Avenue	Pokross Street	Ridge Street
Shove Street	Sprague Street	Tecumseh Street
Tower Street	Washington Street	Webster Street
Wooley Street		

ORDINANCES – None

RESOLUTIONS – None

CITATIONS – None

ORDERS – HEARINGS

Pole Location:

22. Massachusetts Electric Company – five (5) new poles on Star Street and Eclipse Street

Pole Location and Underground Conduit:

23. Massachusetts Electric Company – one (1) new pole and 85 feet of underground conduit on High Street
24. Massachusetts Electric Company – one (1) new pole and 105 feet of underground conduit on Belmont Street

ORDERS – MISCELLANEOUS

25. **Auto Repair Shop License Renewals:**

Michael Carvalho d/b/a County St. Collision and Customizing,
located at 946 County Street

Robert Luongo d/b/a Bob's Auto Sales,
located at 643 Brayton Avenue

26. Police Chief's report on licenses:

Taxicab Drivers

Laura Ferreira

Livery Drivers

Ferhat Ozakcaoglu

COMMUNICATIONS – INVITATIONS – PETITIONS

27. *Claims
28. Thank you card from Colleen A. Taylor
29. *Letter from Austin Feng re: creation of zoning ordinance for "Short Term Rentals"
30. *Assistant Corporation Counsel Response to Open Meeting Law complaint filed by Patrick Higgins re: January 3, 2023 alleged violation by City Council
31. *Assistant Corporation Counsel Response to Open Meeting Law complaint filed by Patrick Higgins re: January 10, 2023 alleged violation by City Council
32. *2022 Year-End Report from the Commissioners of the Southeastern Regional Planning and Economic Development District (SRPEDD)
33. Drainlayer Licenses:
a. ATW Line Painting & Construction LLC
34. *Zoning Board of Appeals Minutes – December 15, 2022
- City Council Minutes
35. *Public Hearing – January 24, 2023
36. *Committee on Finance – January 24, 2023
37. *City Council – January 24, 2023
38. *City Council Special Meeting – January 31, 2023

BULLETINS – NEWSLETTERS – NOTICES


City Clerk

City of Fall River, In City Council

(Committee on Human Services, Housing, Youth and Elder Affairs)

WHEREAS, City parks are in need of repair, and

WHEREAS, many baseball and football leagues are independent and do fundraising on their own, now therefore

BE IT RESOLVED, that the Committee on Finance convene with the Administration to discuss the needs of City parks and the needs of leagues, and

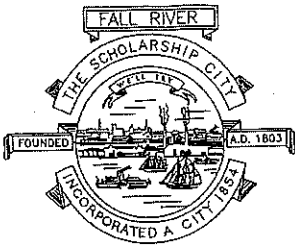
BE IT FURTHER RESOLVED, that the Administration and Park Board be invited to a future meeting of the Committee on Finance to discuss how to improve our City parks, baseball and football fields as well as bring forward, in conjunction with the baseball and football leagues, any immediate capital needs for our City parks, and

BE IT FURTHER RESOLVED, that bids be obtained and a cost provided to the Committee on Finance for a strategic Master Plan for all parks and that it be researched whether Open Space and Recreational grant funding is available for these improvements.

In City Council, January 24, 2023
Adopted.

A true copy. Attest:

Alicia M. Bouchard
City Clerk



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

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2023 JAN 19 P 2:09

CITY CLERK _____
FALL RIVER, MA

PAUL E. COOGAN
Mayor

January 18, 2023

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

Dear Honorable Council Members:

I respectfully request an extension to submit the Quarter 2 budget report to the Honorable City Council in February. The auditor's department is in the process of improving the formatting of the report and the information contained. The extension provides the time needed to provide a more meaningful report with added input from departments.

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

Best Regards,

Paul E. Coogan
Mayor

CITY OF FALL RIVER
IN CITY COUNCIL

JAN 24 2023

*Objected to and laid
on the table in accordance
with the Charter*

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



PAUL E. COOGAN
Mayor

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

Auditor Division

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2023 JAN 19 P 2:09

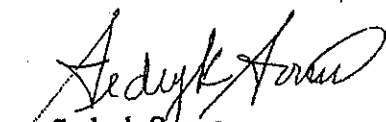
SEDRYK SOUSA
Assistant City Auditor
CITY CLERK
FALL RIVER, MA

Dear Honorable Mayor,

I respectfully request an extension of the Quarter 2 Budget Report to the Honorable City Council in February. The Auditor's Department is in the process of updating the formatting of the report and this extension will provide the time necessary to implement these changes.

If you have any questions, please feel free to contact me.

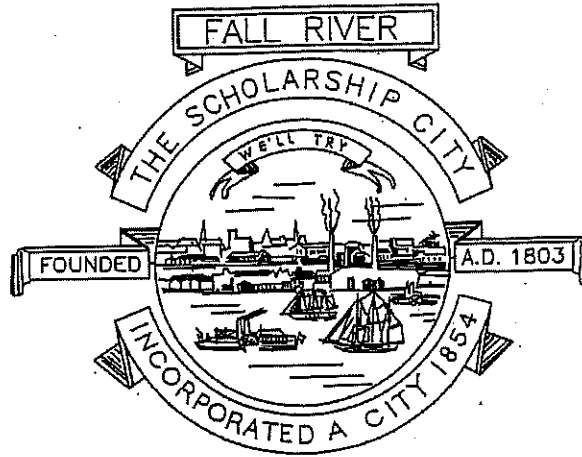
Thank you,


Sedryk Sousa
Assistant City Auditor

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2023 FEB -9 A 11:34

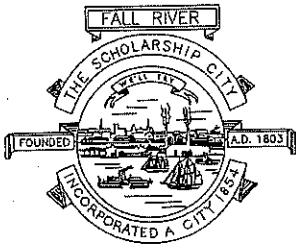
CITY CLERK _____
FALL RIVER, MA



FY 2023

QUARTER 2

BUDGET REPORT



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

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2023 FEB -6 A 11: 03

CITY CLERK _____
FALL RIVER, MA

PAUL E. COOGAN
Mayor

January 30, 2023

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

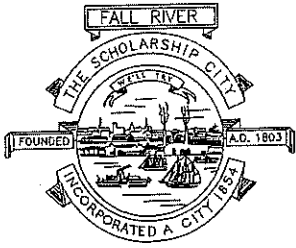
Honorable Members of the City Council:

I hereby request the confirmation by the City Council for the following appointment:

Name: Michelle Hamilton
Address: 296 Wood Street Middleboro, MA 02346
To: Veteran's Agent
Effective Date: February 21, 2023
Annual salary: \$69,000.00

Sincerely,

Paul E. Coogan
Mayor



City of Fall River
Massachusetts
Office of the Mayor

PAUL E. COOGAN
Mayor

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2023 FEB -6 A 11:03

CITY CLERK
FALL RIVER, MA

January 30, 2023

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

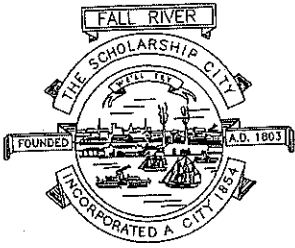
Honorable Members of the City Council:

I hereby request the confirmation by the City Council for the following appointment:

Name: Daniel R. Lane
Address: 179 Shaw Street New Bedford, MA 02745
To: Administrative Assistant to the Board of Assessors
Effective Date: February 15, 2023
Annual salary: \$100,000.00

Sincerely,

Paul E. Coogan
Mayor



City of Fall River
Massachusetts
Office of the Mayor

PAUL E. COOGAN

Mayor

February 7, 2023

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2023 FEB -7 P 1:44

CITY CLERK _____
FALL RIVER, MA.

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

Dear Council President and Members of the Honorable Council:

Please see the attached appointment letters for two new members to the Council on Aging Board. The two individuals being recommended for appointment are both very involved in our community and our senior centers and would be an asset to the Council on Aging as advocates for our seniors.

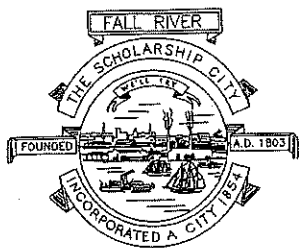
I ask for your every consideration with this request. Thank you.

Best Regards,

Paul E. Coogan
Mayor

PC/amos

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City of Fall River
Massachusetts
Office of the Mayor

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2023 FEB -7 P 1:44

CITY CLERK _____
FALL RIVER, MA

PAUL E. COOGAN
Mayor

February 7, 2023

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

Dear Council President and Members of the Honorable Council:

I hereby request the confirmation of the City Council for the following appointment:

Name: Joan Lord

Address: 80 Howland Street
Fall River, MA 02720

Position: Council on Aging

Effective: February 7, 2023

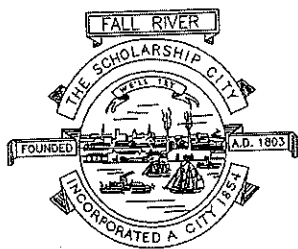
Expiration: February 7, 2025

Sincerely,

Paul E. Coogan
Mayor

PC/amos

56



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

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2023 FEB -7 P 1:44

PAUL E. COOGAN
Mayor

CITY CLERK _____
FALL RIVER, MA

February 7, 2023

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

Dear Council President and Members of the Honorable Council:

I hereby request the confirmation of the City Council for the following appointment:

Name: Mary E. Hargraves


Address: 676 Madison Street
Fall River, MA 02720

Position: Council on Aging

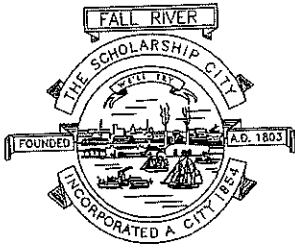
Effective: February 7, 2023

Expiration: February 7, 2024

Sincerely,


Paul E. Coogan
Mayor

PC/amos



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

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2023 FEB -7 P 1:44

CITY CLERK _____
FALL RIVER, MA

PAUL E. COOGAN
Mayor

February 6, 2023

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

Dear Council President and Members of the Honorable Council:

I hereby request the confirmation of the City Council for the following reappointment:

Name: Daniel Robillard

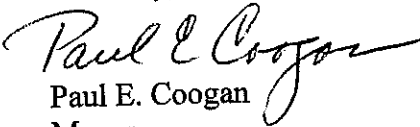
Address: 145 Old Second Street, Unit #103 East
Fall River, MA 02721

Position: Commission on Disability

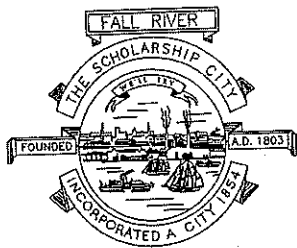
Effective: February 6, 2023

Expiration: February 6, 2026

Sincerely,


Paul E. Coogan
Mayor

PC/amos



City of Fall River
Massachusetts
Office of the Mayor

PAUL E. COOGAN
Mayor

February 6, 2023

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

Dear Council President and Members of the Honorable Council:

I hereby request the confirmation by the City Council for the following reappointment:

Name: Dennis Polselli

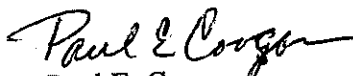
Address: 420 Quequechan Street, Apt # 223
Fall River, MA 02723

Position: Commission on Disability

Effective: February 6, 2023

Expiration: February 6, 2026

Sincerely,


Paul E. Coogan
Mayor

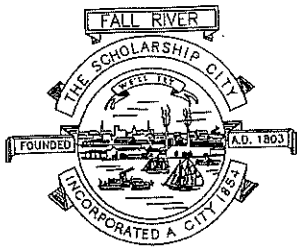
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2023 FEB -7 P 1:44

CITY CLERK _____
FALL RIVER, MA

7a



City of Fall River
Massachusetts
Office of the Mayor

PAUL E. COOGAN
Mayor

February 9, 2023

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

RECEIVED
2023 FEB -9 P 3:28
CITY CLERK
FALL RIVER, MA

Dear Council President and Members of the Honorable Council:

I hereby request the confirmation of the City Council for the following reappointment:

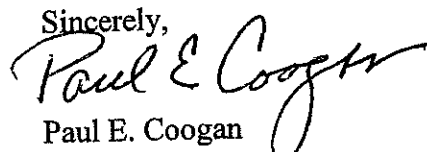
Name: Anne Elizabeth Keane

Address: 98 Colfax Street
Fall River, MA 02720

Position: Redevelopment Authority

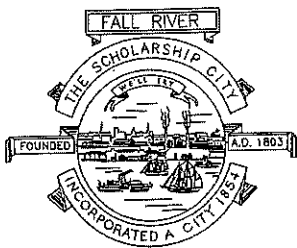
Effective: February 9, 2023

Expiration: February 9, 2028

Sincerely,

Paul E. Coogan
Mayor

PC/amos

7b



City of Fall River
Massachusetts
Office of the Mayor

PAUL E. COOGAN
Mayor

February 8, 2023

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

Dear Council President and Members of the Honorable Council:

I hereby request the confirmation of the City Council for the following reappointment:

Name: John R. Erickson

Address: 283 Prospect Street
Fall River, MA 02720

Position: Redevelopment Authority

Effective: January 24, 2023

Expiration: January 24, 2028

Sincerely,

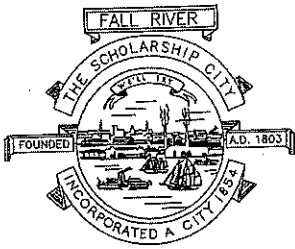
Paul E. Coogan
Mayor

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2023 FEB -7 P 1:44

CITY CLERK
FALL RIVER, MA



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

PAUL E. COOGAN
Mayor

January 20, 2023

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

Dear Council President and Members of the Honorable Council:

I hereby request the confirmation of the City Council for the following appointment:

Name: Michael D. Farias

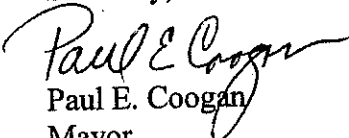
Address: 79 Highland Avenue, Suite #1
Fall River, MA 02720

Position: Planning Board

Effective: January 24, 2023

Expiration: January 24, 2028

Sincerely,

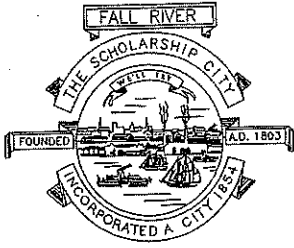

Paul E. Coogan
Mayor

PC/amos

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2023 FEB -7 P 1:44

CITY CLERK _____
FALL RIVER, MA



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

PAUL E. COOGAN
Mayor

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2023 FEB -7 P 1:44

CITY CLERK _____
FALL RIVER, MA

February 6, 2023

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

Dear Council President and Members of the Honorable Council:

Attached please find a request from the Fall River Public Library for consideration to accept a donation from Edward Mantez of a framed picture of Abraham Lincoln with the inclusion of Lincoln's signature. Thank you for your consideration with this request.

Sincerely,

Paul E. Coogan
Mayor

PC/amos

City of Fall River, In City Council

ORDERED, that under the provisions of M.G.L. Chapter 44, Section 53A 1/2, the Fall River Public Library be, and the same is hereby, authorized to accept a donation from Edward Mantez of a framed picture of President Abraham Lincoln with President Lincoln's signature.



City of Fall River
Massachusetts
Department of Community Services
PLANNING • HEALTH & HUMAN SERVICES • LIBRARY
INSPECTIONAL SERVICES

Fall River Public Library
fallriverlibrary.org

PAUL E. COOGAN
Mayor

LIANE VERVILLE
Library Administrator
lverville@sailsinc.org

January 31, 2023

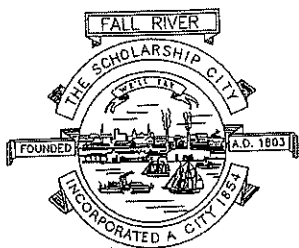
The Honorable Paul E. Coogan
Mayor
City of Fall River
Fall River, MA 02722

Dear Mayor Coogan:

In accordance with the provisions of MGL c. 44 §53A I hereby ask that the City Council accept a donation from Edward Mantez a framed picture of Abraham Lincoln, with the inclusion of Lincoln's signature. The picture would be hung in the Library's Reference Room.

Sincerely,

Liane Verville
Library Administrator



PAUL E. COOGAN
Mayor

City of Fall River
Massachusetts
Office of the Mayor

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2023 FEB -7 P 1:44

CITY CLERK
FALL RIVER, MA

February 6, 2023

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

Dear Council President and Members of the Honorable Council:

Attached please find a list of grants for your review and consideration. I would respectfully request your consideration for approval of this funding to allow the City to expend these funds in the area of Public Safety and ADA improvements.

Thank you for your attention to this request.

Sincerely,

Paul E. Coogan
Mayor

PC/amos

GRANTS FOR CITY COUNCIL APPROVAL, FEBRUARY 7, 2023

Grant Name	State/Federal/Other Funding Source	Duration	Amount of Award	Grant Director	Minimum Match/Local Share Amount Required & Source	Purpose
Massachusetts Municipal Public Safety Staffing Program (Police)	MA EOPSS	Upon execution-12/31/2023	\$539,865	Chief Gauvin	N/A	This grant will fund overtime costs for police officers to fill the optimal complement for first response and preventive and proactive operation in the Uniform Division.
Massachusetts Municipal Public Safety Staffing Program (Fire)	MA EOPSS	Upon execution-12/31/2023	\$802,500	Chief St. Martin	N/A	This grant will fund overtime costs for firefighters to maintain optimal staffing levels in fire suppression units to be assigned as needed.
Municipal ADA Improvement Grant	Massachusetts Office on Disability	12/15/2022-06/30/2023	\$60,500	Al Oliveira	N/A	Funds will be used to complete several projects that will improve accessibility in the Veterans Center, i.e., restrooms, doors, emergency exits, signage, & picnic tables.
Firefighter Safety Equipment Grant Program	MA EOPSS, Department of Fire Services	Upon execution-06/30/2023	\$29,276	Chief St. Martin	N/A	FRFD will purchase community support equipment; hoses, nozzles, valves; PPV fan; bunker coats, pants, & suspenders; rescue saw/chain saw.
Student Awareness of Fire Education (SAFE) & Senior SAFE	MA EOPSS, Department of Fire Services	Upon execution-06/30/2024	\$9,458	Chief St. Martin	N/A	To teach fire & life safety to children in schools & to seniors at home.

City of Fall River, *In City Council*

ORDER:

The City of Fall River Police Department was awarded a Municipal Public Safety Staffing Program Grant through MA EOPSS in the amount of \$539,865 with a duration from the date of contract execution through December 31, 2023. This grant will be used to fund overtime costs for police officers to fill the optimal complement for first response and preventive and proactive operation in the Uniform Division.

NOW, THEREFORE, BE IT VOTED BY THE CITY COUNCIL: That the Mayor be and is hereby authorized in the name of the City of Fall River to accept and expend a Grant through MA EOPSS in the amount of \$539,865 to fund overtime costs for police officers in the Uniform Division;

BE IT FURTHER VOTED: That the Mayor, on behalf of the City of Fall River, be and hereby is, authorized to execute any and all documents necessary in connection with said grant from the MA EOPSS, including the expenditure thereof.

City of Fall River, *In City Council*

ORDER:

The City of Fall River Fire Department was awarded a Municipal Public Safety Staffing Program Grant through MA EOPSS in the amount of \$802,500 with a duration from the date of contract execution through December 31, 2023. This grant will be used to fund overtime costs for firefighters to maintain optimal staffing levels in fire suppression units to be assigned as needed.

NOW, THEREFORE, BE IT VOTED BY THE CITY COUNCIL: That the Mayor be and is hereby authorized in the name of the City of Fall River to accept and expend a Grant through MA EOPSS in the amount of \$802,500 to fund overtime costs for firefighters in fire suppression units to be assigned as needed;

BE IT FURTHER VOTED: That the Mayor, on behalf of the City of Fall River, be and hereby is, authorized to execute any and all documents necessary in connection with said grant from the MA EOPSS, including the expenditure thereof.

City of Fall River, *In City Council*

ORDER:

The City of Fall River was awarded a grant through the Massachusetts Office on Disability (MOD) in the amount of \$60,500 with a duration from December 15, 2022, through June 30, 2023. This grant will be used to complete several projects that will improve accessibility in the Veterans Center, i.e., restrooms, doors, emergency exits, signage, and picnic tables.

NOW, THEREFORE, BE IT VOTED BY THE CITY COUNCIL: That the Mayor be and is hereby authorized in the name of the City of Fall River to accept and expend a Grant through MOD in the amount of \$60,500 to complete projects to improve accessibility in the Veterans Center;

BE IT FURTHER VOTED: That the Mayor, on behalf of the City of Fall River, be and hereby is, authorized to execute any and all documents necessary in connection with said grant from MOD, including the expenditure thereof.

City of Fall River, *In City Council*

ORDER:

The City of Fall River Fire Department was awarded a Firefighter Safety Equipment Grant Program grant through the MA EOPSS Department of Fire Services in the amount of \$29,276 with a duration from the date of contract execution through June 30, 2023. This grant will be used to purchase community support equipment; hoses, nozzles, valves; PPV fan; bunker coats, pants, and suspenders; and rescue saw/chain saw.

NOW, THEREFORE, BE IT VOTED BY THE CITY COUNCIL: That the Mayor be and is hereby authorized in the name of the City of Fall River to accept and expend a Grant through the Department of Fire Services in the amount \$29,276 to purchase community support equipment;

BE IT FURTHER VOTED: That the Mayor, on behalf of the City of Fall River, be and hereby is, authorized to execute any and all documents necessary in connection with said grant from the Department of Fire Services, including the expenditure thereof.

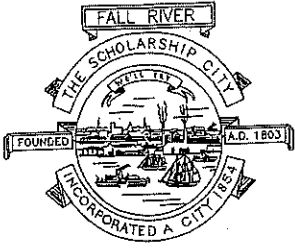
City of Fall River, In City Council

ORDER:

The City of Fall River Fire Department was awarded a Student Awareness of Fire Education (SAFE) and Senior SAFE grant through the MA EOPSS Department of Fire Services in the amount of \$9,458 with a duration from the date of contract execution through June 30, 2024. This grant will be used to teach fire and life safety to children in schools and to seniors at home.

NOW, THEREFORE, BE IT VOTED BY THE CITY COUNCIL: That the Mayor be and is hereby authorized in the name of the City of Fall River to accept and expend a Grant through the Department of Fire Services in the amount \$9,458 to teach fire and life safety in the community;

BE IT FURTHER VOTED: That the Mayor, on behalf of the City of Fall River, be and hereby is, authorized to execute any and all documents necessary in connection with said grant from the Department of Fire Services, including the expenditure thereof.



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

PAUL E. COOGAN
Mayor

RECEIVED

2023 FEB -7 P 1:44

CITY CLERK _____
FALL RIVER, MA

February 6, 2023

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

Dear Council President and Members of the Honorable Council:

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

1. \$1,300,000.00 That the sum of \$1,300,000.00 be, and the same is, hereby transferred to the STABILIZATION FUND from the FY22 SURPLUS REVENUE.

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

Best Regards,

Paul E. Coogan
Paul Coogan
Mayor

City of Fall River, In City Council

February 14, 2023

ORDERED:

**That the sum of \$1,300,000.00 be, and the same is, hereby transferred to
Stabilization Fund from FY22 Surplus Revenue:**


FY22 Surplus Revenue

\$1,300,000.00

FY23 Appropriation/Transfer Number Analysis

Line	Original/Revised Appropriation	Amount Transferred	Adjusted Balance
FY 22 SURPLUS REVENUE	\$ 4,960,698.00	\$ (1,300,000.00)	\$ 3,660,698.00
Stabilization Fund	\$ 7,013,151.39	\$ 1,300,000.00	\$ 8,313,151.39

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


City Auditor
February 1, 2023



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

RECEIVED

2023 FEB -7 P 1:44

CITY CLERK
FALL RIVER, MA

PAUL E. COOGAN
Mayor

February 6, 2023

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

Dear Council President and Members of the Honorable Council:

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

1. \$366,069.80 That the sum of \$366,069.80 be, and the same is, hereby transferred to the OPEB FUND from the FY22 SURPLUS REVENUE.

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

Best Regards,

Paul Coogan
Mayor

City of Fall River, In City Council

February 14, 2023

ORDERED:

That the sum of \$366,069.80 be, and the same is, hereby transferred to the OPEB Fund from FY22 Surplus Revenue:

FY22 Surplus Revenue

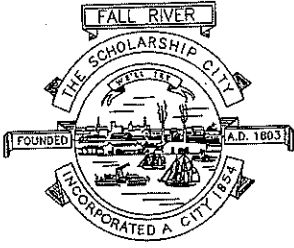
\$366,069.80

FY23 Appropriation/Transfer Number Analysis

Line	Original/Revised Appropriation	Amount Transferred	Adjusted Balance
FY 22 SURPLUS REVENUE	\$ 3,660,698.00	\$ (366,069.80)	3,294,628.20
OPEB FUND	\$ 1,389,256.37	\$ 366,069.80	1,755,326.17

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


City Auditor
February 1, 2023



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

PAUL E. COOGAN
Mayor

February 9, 2023

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

RECEIVED
2023 FEB - 9 P 3:28
CITY CLERK
FALL RIVER, MA

Dear Council President and Members of the Honorable Council:

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

1. \$50,000.00 That the sum of \$50,000.00 be, and the same is, hereby appropriated to the HEALTH AND HUMAN SERVICES DEPARTMENT EXPENSES, Transfer from OPIOID SETTLEMENT RECEIPTS STABILIZATION FUND.

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

Best Regards,

Paul E. Coogan
Paul E. Coogan
Mayor

City of Fall River, In City Council

February 14, 2023

ORDERED:

That the sum of \$50,000.00, and the same is, hereby transferred to the Health and Human Services Department Expenses from the Opioid Settlement Receipts Stabilization Fund.

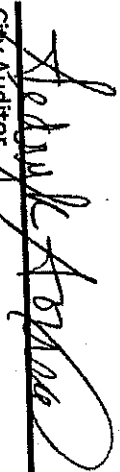
Opioid Settlement Receipts Stabilization Fund

\$50,000.00

FY23 Appropriation/Transfer Number Analysis

Line	Original/Revised Appropriation	Amount Transferred	Adjusted Balance
OPIOID STABILIZATION FUND	\$ 931,039.86	\$ (50,000.00)	\$ 881,039.86
Health and Human Services, Expense	\$ -	\$ 50,000.00	\$ 50,000.00

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


City Auditor
February 14, 2023



City of Fall River
Massachusetts
 Department of Health & Human Services

PAUL E. COOGAN
Mayor

TESS CURRAN, MPH
Director Health & Human Services

February 1, 2023

Mayor Coogan
 One Government Center
 Fall River, MA 02722

Dear Mayor Coogan,

The Fall River Health and Human Services Department and Substance Abuse Task Force (SATF) are seeking a consultant to support developing a strategic plan and associated implementation plan to support the planning and allocation of Massachusetts Opioid Settlement Funds to address substance abuse in Fall River. The strategic plan will highlight strengths and barriers in the existing SATF and recommend next steps for implementation. I am respectfully requesting that \$50,000 of the Opioid Settlement Funds be utilized for contracting with Pacific Institute for Research and Evaluation (PIRE).

After receiving an approved vendor list from the Massachusetts Department of Public Health Bureau of Substance Addiction Services a total of 4 organizations were contacted via e-mail for RFQ.

<u>VENDOR</u>	<u>RESPONSE</u>
Traci Green, PhD. Brandeis University	No Follow Up
Sean Varano, PhD. Roger Williams University	No Follow Up
J. Richard Woy JRW Associates	Responded Indicating no capacity at current time
Karen Friend, Ph.D., PIRE	See scope of work below

Scope of Work:

(PIRE) will assist the City of Fall River's Department of Health and Human Services and the SATF with work. As proposed, the work is designed in six tasks:

Task 1: A review of current substance addiction prevention efforts by the City, SATF, and other local organizations, partners, agencies, and providers through interviews with key stakeholders in prevention, harm reduction, recovery, and treatment

Task 2: The identification and collection of community-level data on substance addiction and prevention strategies

Task 3: Thorough development of short- and long-term goals that span at least ten years. These goals should include high-level and intermediate objectives to guide efforts.

Task 4: Budgetary recommendations for the effective use and allocation of settlement funds

Task 5: An analysis of the strengths, weaknesses, opportunities, and threats of current prevention efforts and of the proposed strategic plan in order to evaluate its chances for success, when considering other environmental factors

Task 6: Concrete action items that are informed by this review and recommendations for next steps

Within 6 months of contract start date, PIRE will deliver one document inclusive of a Strategic and Implementation Plan. This document will include:

- a. Write up of findings from key stakeholder interviews as described in Task 1
- b. Chart showing available data to inform future efforts as described in Task 2
- c. Suggested SMART objectives from key stakeholder interviews and analysis of available data as described in Task 3 along with some general guidelines for costing (Task 4)
- d. Outline of strengths, weakness, opportunities, and threats (i.e., SWOT analysis) as described in Task 5
- e. Suggested list of strategies for implementation considerations for future work (Task 6)

PIRE will also include at least one infographic showing SMART goals, and potential next steps. As part of our participatory approach, PIRE will submit early drafts for Key Stakeholder consideration, comment, and suggestions. These drafts will be scheduled at the funder's request as the project progresses.

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

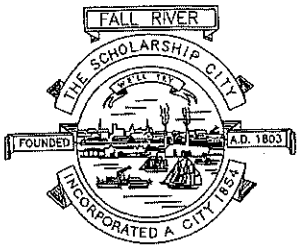
Sincerely,



Tess Curran, Director of Health and Human Services

One Government Center • Fall River, MA 02722

TEL (508) 324-2410 • FAX (508) 324-2403 • EMAIL tcurran@fallriverma.org



PAUL E. COOGAN
Mayor

City of Fall River
Massachusetts
Office of the Mayor

RECEIVED

2023 FEB -8 P 2:40

CITY CLERK
FALL RIVER, MA

February 8, 2023

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

Dear Councilor President and Members of the Honorable Council:

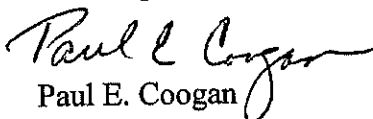
The Community Preservation Committee (CPC) has identified community projects for the fiscal year 2023 and had made recommendations for funding in accordance with the Community Preservation Act (CPA) MGL Chapter 44B Sections 4 to 7.

The total CPA funding request for FY 23 is \$55,000 as outlined in the proposed Appropriation Order.

Your approval of the associated Appropriation Order is respectfully requested.

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

Best Regards,


Paul E. Coogan
Mayor

City of Fall River, In City Council

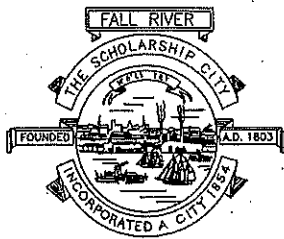
APPROPRIATION ORDER

ORDERED, that the following FY 23 supplemental appropriations be provided through the Community Preservation Act (CPA), reserves under the MGL Chapter 44B Sections 4 to 7 in the aggregate, amounting to \$55,000 to be appropriated as follows:

Voted: That \$55,000 be appropriated from the CPA Fund's Undesignated fund balance

For CPA Administrative Expenditures	\$0
For CPA Open Space/Outdoor Recreation	\$55,000
For CPA Historic Resources Preservation PROJECTS	\$0
For CPA Community Housing	<u>\$0</u>
TOTAL	<u>\$55,000</u>

Note: The CPA fund balance is reported at 1,693,617 on July 1, 2022 and is more than sufficient to cover this supplemental appropriations.



**City of Fall River
Massachusetts
Community Preservation Committee**

JOHN BRANDT
Chairman

KRISTEN CANTARA OLIVEIRA
Vice-Chairman

January 31, 2023

City of Fall River
Mayor Paul Coogan
One Government Center
Fall River, MA 02722

Dear Mayor Coogan:

The Community Preservation Committee voted for emergency funding for the Maplewood Park Lights project at their last meeting, Monday, January 30 2023

- Maplewood Park - \$55,000.00 for Ball Park Lights

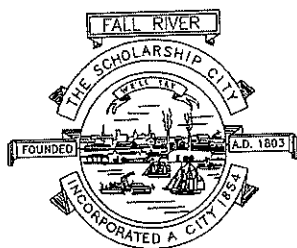
A letter needs to come from the Mayor approving this funding and for the Auditor to prepare an Appropriation Order for this project.

We need this as soon as possible to it can get on the City Council agenda for their next meeting, Tuesday, February 14, 2023

Respectfully,

John Brandt

John Brandt, Chair
Fall River Community Preservation Committee



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

PAUL E. COOGAN
Mayor

CITY CLERK
FALL RIVER, MA

2023 FEB -9 P 3:28

RECEIVED

February 8, 2023

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

Dear Council President and Members of the Honorable Council:

Attached for your information, review and City Council approval at the Fall River City Council meeting scheduled for February 14, 2023, please find the following:

- (i) a draft Local Tax Increment Financing (TIF) Only Agreement and draft Project Valuation for BankFive or its Nominee, 79 North Main Street; Fall River MA, 02721 and
- (ii) a draft Local Tax Increment Financing (TIF) Only Agreement and draft Project Valuation for 37 Park Street, LLC or its Nominee; and
- (iii) a draft Tax Increment Exemption and draft Project Valuation for Hyde Development LLC for market rate residential development at 439 Pine Street, (former Lincoln School) .

Also attached are copies of City Council Resolutions for approval of the TIF Agreements for the BankFive development the 37 Park Street, LLC development as well as the TIE Agreement for Hyde Development LLC for 439 Pine Street (former Lincoln School).

Below, please find project descriptions of the above referenced projects;

BankFive or its Nominee

BankFive is headquartered in Fall River and is the 662nd largest bank in the nation and the 33rd largest bank in the state of Massachusetts. The bank was chartered on April 10, 1855, as the Fall River Five Cents Savings Bank, one of the first Five Cent Savings Banks in America.. BankFive formally opened its doors on January 1, 1856, at the same site where their present Main Office is located at 79 North Main Street in Fall River.

The proposed \$12 million dollar investment for the 1500 +/- s/f expansion, modernization and

equipment purchase will allow BankFive to upgrade and expand its corporate headquarters on Main Street, improve customer service, customer visitation and customer and employee security and provide for an enhanced work area for all BankFive employees located at this location. As a result of this proposed expansion, we project to create an additional 5 full time employees full time opportunities within 7 years throughout our existing Fall River locations and use best faith efforts to retain 217 full time jobs at its various locations.

The draft Project Valuation will result in an overall tax exemption of \$69,579 and tax payment of \$86,329.50 over a seven year period.

37 Park Street LLC or Nominee

37 Park Street is currently a 59,000 +/- square foot, vacant former school and nunnery. First Bristol Corporation plans a total historic rehabilitation of the entire 59,000 square foot building and surrounding property. St Anne's Hospital will be the new tenant and move over existing administrative employees from the Hospital to fill the building.

In the fall of 2022, approval for the proposed use from the City of Fall River Zoning Board of Appeals was secured. The proposed \$18 million dollar investment for the rehabilitation of 37 Park Street will consist of a complete rehab of the building both inside and out, remediation of existing minor environmental issues, create an estimated 66 parking spaces, 75+/- construction jobs and the creation of eleven (11) new full time jobs by St. Anne's Hospital.

As we all know, the health care sector is Fall River's largest employment sector and the demand for health care employees and services continues to grow, In addition since the subject property was never on the city tax roles, this project will now be taxed as a private entity thereby generating new tax revenue for the City, this project will also allow Fall River to remain on the cutting edge for the delivery of health care services to its resident.

While the actual number of new full time jobs to be created at 37 Park Street stands at eleven (11), the repurposing and redevelopment of existing space at St Anne's Hospital will allow for the future development of clinical space at St Anne's Hospital and the creation of additional professional and non-professional job growth.

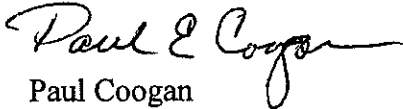
HYDE Development LLC or its Nominee

HYDE has been working diligently with the City of Fall River to repurpose the property create 24 market rate residential units and two commercial spaces. To date the project has received Zoning Board approval, Massachusetts Historic Tax Credit approval the TIE is critical and necessary to help offset an estimated \$6 Million+/- in expenses.

Over the past three years, the City of Fall River has demonstrated a strong commitment to increase residential growth, expand housing alternatives, stabilize housing development and promote economic development. Although the project is not contingent upon the securement of the Massachusetts Department of Housing and Community Development's (DHCD) tax credit program should funding become available, approval of the TIE is a criteria for securement of said tax credits.

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,



Paul Coogan
Mayor

Attachments

cc: City Council Members

City of Fall River, *In City Council*

RESOLUTION APPROVING TAX INCREMENT FINANCING AGREEMENT BY AND BETWEEN THE CITY OF FALL RIVER AND BANKFIVE

- Whereas,** on December 12, 2022, BankFive submitted an Intent to Apply for a Local TIF Only from the City of Fall River as part of the Massachusetts Economic Development Program Incentive Program (EDIP) and is seeking Certified Project Status and Local Incentive Only Project approval under the Massachusetts Economic Development Program 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 BankFive or its Nominee, plans to invest an estimated \$12,000,000 for a 1600 +/- s/f expansion and equipment purchase which will allow BankFive to upgrade and expand its corporate headquarters on Main Street to improve customer service, customer visitation, customer and employee security and provide for an enhanced work area for all BankFive employees located at this location; and
- Whereas,** Bank Five, or its Nominee, agrees to use best faith efforts to retain two hundred seventeen (217+/-) full time employees and create five (5) new fulltime jobs in Fall River within seven (7) years of the CITY issuing the COMPANY a Certificate of Occupancy; and
- Whereas,** Bank Five, or its Nominee, is seeking Local Only Tax Increment Financing and meets the minimum requirements of 402 CMR 2.00 and the project described in the EDIP Local Incentive Only Application and will have a reasonable chance of the project tenants creating employment opportunities for residents of the Economic Target Area; and
- Whereas,** the City of Fall River Tax Increment Finance Board approved the BankFive LLC, or its Nominee, agreement for Tax Increment Financing on February 6, 2023; and
- Whereas,** the proposed EDIP Local Incentive Only Application Project is located at 79 North Main Street, Fall River MA, is within the boundaries of the gateway municipality of Fall River; and

Whereas, approval of BankFive or its Nominee, EDIP Local Incentive only Project Application by the Massachusetts Economic Assistance Coordinating Council in accordance with the above referenced laws, rules and regulations of the Commonwealth is hereby accepted by the City Council,:

Now, Therefore, be it resolved that the Tax Increment Financing Board of the City of Fall River hereby approves BankFive, or its Nominee, EDIP Local Incentive Only Project application and Certified Project Status and forward said application and final project certification to the Massachusetts Economic Assistance Coordinating Council for its approval and endorsement.



December 12, 2022

Paul Coogan
Mayor
City of Fall River
1 Government Center
Fall River, MA

RE: Intent to Apply for Massachusetts Economic Development Program (EDIP) Local Tax Incentive

Dear Mayor Coogan:

Please accept this correspondence as BankFive's notification of a proposed expansion and modernization of its corporate headquarters located at 79 North Main Street, Fall River MA. This expansion increases the current square feet of the building from 41,208 to 42,843 square feet. This expansion and modernization of the corporate headquarters is the basis for our interest in securing a local Tax Increment Financing Agreement (TIF) with the City of Fall River.

BankFive is the only headquartered in Fall River. We have grown to be the 33rd largest bank in the state of Massachusetts. The bank was chartered on April 10, 1855, as the Fall River Five Cents Savings Bank, one of the first Five Cent Savings Banks in America. While other banks at that time required a minimum \$1 deposit to open an account, we only required a five cent deposit, which was more achievable to many of the factory workers who worked and lived in our area. Our bank formally opened its doors on January 1, 1856, at the same site where our present Main Office is located at 79 North Main Street in Fall River, Massachusetts.

In 2011, we announced the establishment of a charitable foundation with the Community Foundation of Southeastern Massachusetts. The foundation continued to receive bank funding until the \$1 million goal was realized in 2015. Since then, the BankFive Foundation Fund has provided financial support to the local community through grants that enrich schools and other organizations serving low- and moderate-income households.

BankFive has grown to 217 employees at 17 locations. Bank Five's savings rates are 19% higher than the national average, and it has a BBB health rating.

The proposed \$12 million dollar expansion, modernization and related equipment purchases will allow BankFive to upgrade and expand its corporate headquarters on Main Street, improve customer service, customer visitation, customer and employee security and provide for an enhanced work area for all BankFive employees located at this location.

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As a result of this proposed expansion, we project to create an additional 5 full time opportunities within 7 years throughout our existing Fall River locations.

As such, BankFive respectfully requests that you accept this correspondence as the formal Letter of Intent as required under the Economic Development Incentive Program so as to initiate the process to secure TIF and Investment Tax Credit funding from the City of Fall River.

Thank you for your time and attention in this matter. I look forward to working with you.

Sincerely yours,



Anne P. Tangen
President & CEO

cc: Kevin Kuros, Senior Director, Business Development, MOBD

TAX INCREMENT FINANCING AGREEMENT

CITY OF FALL RIVER, MASSACHUSETTS and BANKFIVE

DRAFT

This Agreement is made this ____ day of February, 2023, 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 BankFive, or its Nominee, corporation with a principal place of business at 79 North Main Street, Fall River, Massachusetts, 02720, (hereinafter called the "COMPANY"). This Agreement shall take effect immediately upon final approval by the Massachusetts Economic Assistance Coordinating Council on June 15, 2023.

WHEREAS, the COMPANY is headquartered in Fall River and is the 33rd largest bank in the state of Massachusetts. The bank was chartered on April 10, 1855, as the Fall River Five Cents Savings Bank, one of the first Five Cent Savings Banks in America; and

WHEREAS, the Company is proposing a 1600 +/- square foot expansion and equipment purchase which will allow the following: (i) BankFive to upgrade and expand its corporate headquarters on Main Street; (ii) improve customer service and customer visitation; and (iii) improve employee security and provide for an enhanced work area for all BankFive employees located at this location; and

WHEREAS, the COMPANY is committed to making a significant investment into a census tract with a poverty level of 47% which will allow the Company to retain 217 full time jobs throughout its system and create 5 new permanent full-time positions; and

WHEREAS, the COMPANY is seeking a real property tax exemption from the CITY for said expansion and the COMPANY shall embark upon a strategy of significant capital investment reflective of an estimated twelve million dollars (\$12,000,000) and job create and retain jobs at its locations in Fall River, the CITY shall grant said tax exemptions in return for a guarantee of capital investment at the North Main Street location and create 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 \$12,000,000 in the expansion to be constructed at 79 North Main Street, Fall River, MA. The COMPANY further agrees to use best faith

TIF Agreement/BankFive or Nominee

Page 2 of 4

DRAFT

efforts to retain two hundred seventeen (217+/-) full time employees and create five (5) new fulltime jobs in Fall River within seven (7) years of the CITY issuing the COMPANY a Certificate of Occupancy.

2. The COMPANY agrees to operate its business at its current location 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. In the event the COMPANY does not create the required number of jobs in the time frame outlined above, this agreement becomes revocable by a vote of the TIF Board.
3. The COMPANY shall cooperate with the MassHire, Bristol WorkForce Board 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 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 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.
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 and Fall River Assessor. The Fall River Assessor 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 the Fall

15a

DRAFT

TIF Agreement/BankFive or Nominee

Page 3 of 4

River Assessor 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 real property and personal property tax 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. Said exemption shall be valid for a period of five (5) fiscal years, beginning upon the CITY issuing the COMPANY a Certificate of Occupancy. 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 for new value created:

<i>Term</i>	<i>Exemption</i>	<i>Taxes Due</i>
1	100%	0%
2	75%	25%
3	50%	50%
4	25%	75%
5	10%	90%
6	5%	95%
7	5%	95%

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 seven (7) new permanent full-time jobs in Fall River and/or use best faith efforts to retain two hundred seventeen (217+/-) full time employees within five (5) years of the CITY issuing the COMPANY a Certificate of Occupancy, the Tax Increment Financing exemption pertaining to real 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 this Agreement. Therefore, upon decertification of the project, the total amount of tax that would otherwise have been due and payable to the CITY but has otherwise been exempted pursuant to Section B, paragraph 1 hereof shall be paid as a Payment In Lieu of Tax and as the CITY's sole remedy at law and equity for damages as a result of a breach of this agreement. Said Payment In Lieu of Tax shall be due and payable to the Treasurer of the City of Fall River within sixty (60) days of the date this project is decertified. All amounts due under the TIF Agreement will be collectable pursuant to the provisions of Massachusetts General Laws Chapter 60.

TIF Agreement/BankFive or Nominee

Page 4 of 4

DRAFT**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**BankFive*_____
Mayor Paul Coogan, Chairman_____
Name: Anne P. Tangen, President_____
Date_____
Date

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

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EDIP LOCAL TIF VALUATION FOR BANKFIVE

FY	Municipal Tax Rate Per Thousand	Incremental Assessed Value	Projected Annual RE Property Tax Bill for Incremental Assessed Value	TIF/STA Yearly Exemption %	Exempted Annual RE Property Taxes	Annual Taxes Due (%)	Annual Taxes Due
24	\$25.77	\$1,000,000.00	\$25,770.00	100%	\$25,770.00	0%	\$0.00
25	\$25.77	\$1,000,000.00	\$25,770.00	75%	\$19,327.50	25%	\$6,442.50
26	\$25.77	\$1,000,000.00	\$25,770.00	50%	\$12,885.00	50%	\$12,885.00
27	\$25.77	\$1,000,000.00	\$25,770.00	25%	\$6,442.50	50%	\$12,885.00
28	\$25.77	\$1,000,000.00	\$25,770.00	10%	\$2,577.00	60%	\$15,462.00
29	\$25.77	\$1,000,000.00	\$25,770.00	5%	\$1,288.50	70%	\$18,039.00
30	\$25.77	\$1,000,000.00	\$25,770.00	5%	\$1,288.50	80%	\$20,616.00
				TOTALS	\$69,579.00		\$86,329.50

Note: In Massachusetts, Proposition 2½ operates at the level of a municipality's total tax levy. Due to Proposition 2½, it is impossible to make reliable projections for individual parcels, whose taxes may increase much more or much less than the municipal

Total Yearly Value of Local Tax Incentives minus PILOT = _____

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City of Fall River, In City Council

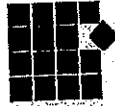
RESOLUTION
APPROVING
TAX INCREMENT FINANCING AGREEMENT
BY AND BETWEEN
THE CITY OF FALL RIVER
AND
37 PARK STREET, LLC

- Whereas,* on February 2, 2023, 37 Park Street, submitted an Intent to Apply for a Local TIF Only from the City of Fall River as part of the Massachusetts Economic Development Program Incentive Program (EDIP) and is seeking Certified Project Status and Local Incentive Only Project approval under the Massachusetts Economic Development Program 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 37 Park Street LLC, or its Nominee, plans to invest an estimated \$18,000,000 for a complete rehab of the building both inside and out, remediation of existing minor environmental issues, the creation of an estimated 66 parking spaces, 75+/- construction jobs and the creation of eleven (11) new full time jobs by St. Anne's Hospital; and
- Whereas,* the actual number of new full time jobs to be created at 37 Park Street stands at eleven (11), the repurposing and redevelopment of existing space at St Anne's Hospital will allow for the future development of clinical space at St Anne's Hospital and the creation of additional professional and non-professional job growth; and
- Whereas,* The 37 Park Street LLC, LLC, or its Nominee, is seeking Local Only Tax Increment Financing and meets the minimum requirements of 402 CMR 2.00 and the project described in the EDIP Local Incentive Only Application and will have a reasonable chance of the project tenants creating employment opportunities for residents of the Economic Target Area; and
- Whereas,* the City of Fall River Tax Increment Finance Board approved the 37 Park Street LLC, or its Nominee, agreement for Tax Increment Financing on February 6, 2023; and

Whereas, the proposed EDIP Local Incentive Only Application Project is located at 37 Park Street, 61 Park Street and a portion of 818 Middle Street, Fall River MA, is within the boundaries of the gateway municipality of Fall River; and

Whereas, approval of 37 Park Street, LLC or its Nominee, EDIP Local Incentive only Project Application by the Massachusetts Economic Assistance Coordinating Council in accordance with the above referenced laws, rules and regulations of the Commonwealth is hereby accepted by the City Council,;

Now, Therefore, be it resolved that the Tax Increment Financing Board of the City of Fall River hereby approves 37 Park Street, LLC, or its Nominee, EDIP Local Incentive Only Project application and Certified Project Status and forward said application and final project certification to the Massachusetts Economic Assistance Coordinating Council for its approval and endorsement.



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FIRST BRISTOL CORPORATION

February 2, 2023

Mr. Paul Coogan
Mayor
City of Fall River
1 Government Center
Fall River, MA 02722

**RE: Intent to Apply For Massachusetts Economic Development Program (EDIP)
Local Tax Incentive**

Dear Mayor Coogan:

Please accept this correspondence as First Bristol Corporation's (37 Park Street Partners LLC) notification of a complete rehabilitation of 37 Park Street and need to secure a local Tax Increment Financing Agreement (TIF) with the City of Fall River.

37 Park Street is currently a 59,000 +/- square foot, vacant former school and nunnery. The subject property has been vacant for over two years. First Bristol Corporation plans a total historic rehabilitation of the entire 59,000 square foot building and surrounding property. Saint Anne's Hospital will be the new tenant and move over existing administrative employees from the Hospital to fill the building.

In the Fall of 2022, First Bristol secured approval for the proposed use from the City of Fall River Zoning Board of Appeals. The proposed \$18 million dollar investment for the rehabilitation of 37 Park Street will consist of a complete rehab of the building both inside and out, remediation of existing minor environmental issues, creating an estimated 66 parking spaces and 75+/- construction jobs. This subject property was never on the tax roll and will now be fully taxed as private development and ownership.

As we all know, the health care sector is Fall River's largest employment sector and the demand for health care employees and services continues to grow. In addition to generating new tax revenue for the City, this project will also allow Fall River to remain on the cutting edge for the delivery of health care services to its residents.

While the actual number of new full-time jobs to be created at 37 Park Street stands at eleven (11), the repurposing and redevelopment of existing space at Saint Anne's Hospital will allow for the future development of clinical space at Saint Anne's Hospital and the creation of additional professional and non-professional job growth. Saint Anne's is in need of clinical space at the Hospital and by moving the administrative space to this location, it will free up space at the Hospital for required new clinical space, along with additional jobs to support patients and physicians in the Greater Fall River area. Saint Anne's is also "for profit" and pays significant property taxes in excess of one million dollars per year.

An Affiliate of J. Karam Mgt., Inc.
10 North Main Street, P.O. Box 2516, Fall River, MA 02722 • Tel. (508) 679-1180 • Fax (508) 677-4940

Mayor Paul Coogan
City of Fall River
February 2, 2023
Page 2.

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As such, First Bristol Corporation is therefore requesting that you accept this letter as the formal letter of intent required under the Economic Development Incentive Program to initiate the process to secure Local TIF funding.

Thank you for your time and attention in this matter. I look forward to working with you.

Sincerely yours,

A handwritten signature in black ink, appearing to read "James M. Karam", with a stylized flourish at the end.

James M. Karam
Co-CEO

First Bristol Corporation & 37 Park Street Partners LLC

TAX INCREMENT FINANCING AGREEMENT

CITY OF FALL RIVER, MASSACHUSETTS

and

37 PARK STREET PARTNERS LLC

This Agreement is made this ____ day of February, 2023, 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 **37 Park Street Partners LLC**, or its Nominee, with a principal place of business at 10 North Main Street, Fall River, Massachusetts, 02720, (hereinafter called the "COMPANY"). This Agreement shall take effect immediately upon final approval by the Massachusetts Economic Assistance Coordinating Council on June 15, 2023.

WHEREAS, the COMPANY is proposing a substantial 59,000 square foot historic rehabilitation of the vacant property located at 37 Park Street from its former uses as a school and as a nunnery into medical and administrative office space for St. Anne's Hospital and said facility will generate new real estate tax revenue for the City; and

WHEREAS, the COMPANY is projected to invest an estimated \$18,000,000 into the project, and the actual number of new full time jobs to be created at 37 Park Street stands at eleven (11) new permanent full-time positions over seven (7) years, the repurposing and redevelopment of existing space at St Anne's Hospital will allow for the future development of clinical space at St Anne's Hospital and the creation of additional professional and non-professional job growth St. Anne's Hospital; and

WHEREAS, the COMPANY is seeking real property tax exemptions from the CITY for said expansion and the COMPANY shall embark upon a strategy of significant capital investment and job creation at its Park Street location in Fall River, the CITY shall grant said tax exemptions in return for a guarantee of capital investment at 37 Park Street, 61 Park Street and a portion of 818 Middle Street 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

The COMPANY shall invest approximately \$18,000,000 in the expansion to be constructed at 37 Park Street, 61 Park Street and a portion of 818 Middle Street Fall River, MA. The COMPANY further agrees to work with St. Anne's Hospital to create and retain eleven (11) additional full time employees within five years (5) years of the CITY issuing the COMPANY a Certificate of Occupancy.

1. The COMPANY, in partnership with St. Anne's Hospital, further agrees to continuously maintain the level(s) of jobs required under this Agreement from the date(s) such level(s)

TIF Agreement/37 Park Street Partners LLC or Nominee
Page 2 of 4

is/are first required to be maintained and/or achieved until the expiration or termination of this Agreement. In the event the COMPANY does not create the required number of jobs in the time frame outlined above, this agreement becomes revocable by a vote of the TIF Board.

2. The COMPANY and St. Anne's Hospital shall cooperate with the MassHire, Bristol WorkForce Board and other local and state agencies, as appropriate, in seeking to fill vacancies at the COMPANY from the local community.
3. 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.
4. 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 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.
5. The COMPANY shall work with St Anne's Hospital to 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 and Fall River Assessor. The Fall River Assessor 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 the Fall

River Assessor's 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 real property and personal property tax 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

UNAVAIL

granted on the building to be constructed, as described in FACILITY above. Said exemption shall be valid for a period of seven (7) fiscal years, beginning upon the CITY issuing the COMPANY a Certificate of Occupancy. 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 for new value created:

<i>Term</i>	<i>Exemption</i>	<i>Taxes Due</i>
1	100%	0%
2	80%	20%
3	60%	40%
4	40%	60%
5	20%	80%
6	10%	90%
7	10%	90%

2. If the CITY determines, after a hearing before, and determination from, the CITY'S Tax Increment Financing Board, that the COMPANY tenant, St. Anne's Hospital, has failed to meet or maintain the stated employment goals within five (5) years of the CITY issuing the COMPANY a Certificate of Occupancy, the Tax Increment Financing exemption pertaining to real 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 this Agreement. Therefore, upon decertification of the project, the total amount of tax that would otherwise have been due and payable to the CITY but has otherwise been exempted pursuant to Section B, paragraph 1 hereof shall be paid as a Payment In Lieu of Tax and as the CITY's sole remedy at law and equity for damages as a result of a breach of this agreement. Said Payment In Lieu of Tax shall be due and payable to the Treasurer of the City of Fall River within sixty (60) days of the date this project is decertified. 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.

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TIF Agreement/ 37 Park Street Partners LLC or Nominee
Page 4 of 4

Executed as a sealed instrument.

*Tax Increment Financing Board,
City of Fall River*

37 Park Street Partners LLC

Mayor Paul Coogan, Chairman

Name: James M. Karam, Co-CEO

Date

Date

DRAFT

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

EDIP Local Valuation for 37 Park St LLC

FY	Municipal Tax Rate Per Thousand	Incremental Assessed Value	Projected Annual RE Property Tax Bill for Incremental Assessed Value	ITF/STA Yearly Exemption %	Exempted Annual RE Property Taxes	Annual Taxes Due (%)	Annual Taxes Due
24	\$25.77	\$3,000,000.00	\$77,310.00	100%	\$77,310.00	0%	\$0.00
25	\$25.77	\$3,000,000.00	\$77,310.00	80%	\$61,848.00	25%	\$19,327.50
26	\$25.77	\$3,000,000.00	\$77,310.00	60%	\$46,386.00	50%	\$38,655.00
27	\$25.77	\$3,000,000.00	\$77,310.00	40%	\$30,924.00	50%	\$38,655.00
28	\$25.77	\$3,000,000.00	\$77,310.00	20%	\$15,462.00	60%	\$46,386.00
29	\$25.77	\$3,000,000.00	\$77,310.00	10%	\$7,731.00	70%	\$54,117.00
30	\$25.77	\$3,000,000.00	\$77,310.00	10%	\$7,731.00	80%	\$61,848.00
				TOTALS	\$247,392.00		\$258,988.50

Note: In Massachusetts, Proposition 2½ operates at the level of a municipality's total tax levy. Due to Proposition 2½, it is impossible to make reliable projections for individual parcels, whose taxes may increase much more or much less than the municipi

Total Yearly Value of Local Tax Incentives minus PILOT = _____

**RESOLUTION
APPROVING
HOUSING DEVELOPMENT INCENTIVE
LOCAL TAX EXEMPTION AGREEMENT
BY AND BETWEEN
THE CITY OF FALL RIVER
AND
HYDE DEVELOPMENT LLC**

WHEREAS, Hyde Development LLC has submitted a Tax Increment Exemption Agreement to the City of Fall River and is seeking approval of said application in accordance with the terms of the Tax Increment Agreement and Certified Project Status under the Massachusetts Housing Development Incentive Program created by Chapter 40V of the Massachusetts General Laws and promulgated thereunder at 760 CMR-66.00 (HD TIE) and

WHEREAS, the City of Fall River has been designated a gateway municipality by the Commonwealth of Massachusetts and Hyde Development LLC plans to invest an estimated \$6,000,000 +/- to create 24 market rate residential units at 439 Pine Street, Fall River, Massachusetts, and

WHEREAS Hyde Development LLC Agreement meets the minimum requirements of 760 CMR 66.00 and the project described in the Housing Development Incentive Program Application, and

WHEREAS, the proposed project located at 439 Pine Street, Fall River, Massachusetts, is within the boundaries of the gateway municipality of Fall River, and

WHEREAS, approval of the Hyde Development LLC H Tax Increment Exemption Agreement in accordance with the above referenced laws, rules and regulations of the Commonwealth of Massachusetts is hereby accepted by the City Council, now therefore

WHEREAS, the city of Fall River unanimously approved the Hyde Development LLC application for Tax Increment Financing on February 6, 2023;

BE IT RESOLVED that the City Council of Fall River approves the terms and conditions of the Hyde Development LLC Tax Increment Exemption Agreement and forwards said application for final project certification to the Massachusetts Department of Housing and Community Development for its approval and endorsement.

January 29, 2023

Paul E. Coogan
Mayor
City of Fall River
One Government Center
Fall River, Massachusetts

RE: Letter of Intent to apply for Tax Increment Exemption (TIE) for 439 Pine Street, Fall River, MA

Dear Mr. Mayor:

As you are aware, Hyde Development LLC (HYDE) is in the process of purchasing the former Lincoln School property located at 439 Pine Street in the City of Fall River. HYDE has been working diligently with the City of Fall River to repurpose the property create 24 market rate residential units and two commercial spaces. To date the project has received Zoning Board approval, Massachusetts Historic Tax Credit approval the TIE is critical and necessary to help offset an estimated \$6 Million+ in expenses.

Over the past three years, the City of Fall River has demonstrated a strong commitment to increase residential growth, expand housing alternatives, stabilize housing development and promote economic development. Although the project is not contingent upon the securement of the Massachusetts Department of Housing and Community Development's (DHCD) Housing Development Improvement Program tax credit program should funding become available, approval of the TIE is a criteria for securement of said tax credits.

The HDIP is designed to assist developers in creating market rate residential units in gateways cities as a way to help the community build and diversify its housing stock, spur economic development and enhance neighborhood stability. In the past few years, the City of Fall River has seen an increase in the number of market rate units available in the City. These units have been in high demand and the need for additional market rate units remains high.

Moving forward, I respectfully request the following:

- Your written certification of the Lincoln School project as a Housing Development Incentive Program project; and
- To negotiate a HD Tax Increment Exemptions (TIEs) for the Lincoln School project.

The DHCD views the TIE terms as an indication of the project's importance to the City. The more advantageous the TIE terms, the more likely HYDE development will be awarded HDIP tax credits.

Specifically, in keeping with previously approved TIE's, HYDE requests a TIE which abates 80% of the projects added value during the first five years and 20% of the projects added value for an additional five years. The structure of this 10 year exemption will provide help real estate during the crucial first five years of the project and less assistance as the project matures.

Thank you for your time and attention in the is matter. If you have any questions, please do not hesitate to call my Project Consultant, Kenneth Fiola Jr. Executive Vice President, Bristol County Economic Development Consultants at 508-324-2620,

Sincerely,



Kenneth Mollicone
President

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HOUSING DEVELOPMENT INCENTIVE PROGRAM

TAX INCREMENT EXEMPTION (TIE) AGREEMENT

between
City of Fall River
and
Hyde Development LLC

This AGREEMENT is made this ____ day of ____, 2023 by and between the City of Fall River, ("Municipality") and Hyde Development LLC, a Massachusetts Limited Liability Corporation, with an address at 1500 Vine Street, Somerset, MA 02726.

Section 1 – Agreement

The Municipality and the Sponsor, for good and valuable consideration and in consideration of the covenants and agreements herein contained, hereby make this agreement regarding a tax increment exemption pursuant to the Housing Development (HD) Incentive Program, M.G.L. c. 40V and the regulations promulgated thereunder at 760 CMR 66.00 (HD TIE), with respect to the Property as herein defined.

Section 2 – Definitions

Each reference in this Agreement to the following terms shall be deemed to have the following meanings:

Act:	M.G.L. c. 40V as may be amended from time to time.
Completion:	Certificates of occupancy have been issued for the entire Project.
DHCD:	Department of Housing and Community Development.
Event of Default:	An "Event of Default" as defined in Section 5 below.
Final Certification:	Determination by DHCD, or the City of Fall River if HDIP funding is not secured, that the Sponsor has completed substantial rehabilitation of the Property, consistent with the Rehabilitation Plans, including the creation of MRRUs, as set forth in the Act and the Regulations.
Fiscal Year:	An annual period of July 1 through June 30.
HDIP AMI:	Housing Development Incentive Program Area Median Income as defined at 760 CMR 66.04(2)(f)(1) and set forth in Exhibit 3
HD Project:	A Certified Housing Development Project as defined in the Act and the Regulations.
HD Zone:	The Housing Development Zone adopted by <u>City of Fall River</u> on September 11,

2018 and approved by DHCD as evidenced by a Certificate of Approval dated November 20, 2018 and recorded with Bristol County Registry of Deeds.

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Lead Municipality: Fall River

MRRU: Market Rate Residential Unit(s) as defined at Section 3.B.1.

Property: Lincoln School shown in Exhibit 1, "Map of Property" and further described in Exhibit 2, "Legal Description of Property".

Regulations: 760 CMR 66.00.

Rehabilitation Plans: The material submitted for Conditional Certification pursuant to 760 CMR 66.05(3) (a) and approved by the City of Fall River. DHCD.

Sponsor: Hyde Development LLC a Massachusetts Limited Liability Corporation, with an address at 1500 Vine Street, Somerset, Massachusetts, its successors and assigns.

Section 3 – Sponsor's Covenants

A. Substantial Rehabilitation of the Property. Sponsor will undertake substantial rehabilitation of the Property in accordance with the work and schedule set forth in the Rehabilitation Plans.

B. Market Rate Residential Units.

1) There shall be a total of 24 MRRU residential rental units created as part of Project. The unit breakdown shall consist of two studio, nine one bedroom, thirteen two bedroom and one three bedroom units. The monthly rent for such units shall be priced consistently with prevailing rents or sale prices in the Municipality as determined based on criteria established by the department to be affordable to households at not less than 100% of HDIP AMI, as set forth in Exhibit 3, "Market Rate Residential Units – Pricing Plan".

2) Sponsor shall use good faith efforts to maintain the units as MRRUs for a minimum of 10 years.

C. Marketing. Sponsor shall cause the MRRU to be marketed in a manner that is consistent with the strategies, implementation plan and affirmative fair housing efforts set out in the Rehabilitation Plans.

D. HD Project Certification. Sponsor shall take all actions reasonably necessary to obtain Final Certification of the Property as an HD Project including but not limited to submitting applications to DHCD for Conditional Certification and Final Certification consistent with the requirements of the Act and the Regulations, however if HDIP Funding is not available or DHCD stops accepting HDIP applications the project shall be certified by the City of Fall Assessor's Office through the review of annual rent rolls certified by an independent accounting firm and provided by the Sponsor

Section 4 – Tax Increment Exemption

Municipality agrees to grant Sponsor an exemption to the real property taxes due on the Property pursuant to G.L. c.59 according to the following terms.

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A. Base Value. \$126,600.00.

B. MRRU Percentage. 100 per cent. The MRRU Percentage shall be confirmed as required in paragraph F, below.

C. Exemption Percentage. Commencing on the Effective Date which shall be Fiscal Year 1 See Exhibit 1.

D. The Increment. As defined at 760 CMR 66.06(1)(b)(1).

E. Calculation. For each Fiscal Year during the term of this Agreement, the HD TIE shall be determined by applying the Exemption Percentage to the property tax on the Increment.

F. Confirmation or Amendment of Calculation. Upon Completion, and prior to applying for Final Certification of the Project, the Sponsor and Municipality shall file a "Tax Increment Exemption – Confirmation of Calculation" in the form attached as Exhibit 4 ("TIE Confirmation"). To the extent that the dates or figures in the TIE Confirmation differ from those set forth in this Agreement, the contents of the TIE Confirmation shall control and shall be deemed to have amended this Agreement.

Section 5 – HDIP Tax Credit Default

A. Event of Default. An "Event of Default" shall arise under this Agreement upon the occurrence of any one or more of the following events:

1) Breach of Covenant Prior to Final Certification. Subject to the limitations set forth in the Regulations at section 66.05(4)(b), Sponsor defaults in the observance or performance of any material covenant, condition or agreement to be observed or performed by Sponsor pursuant to the terms of this Agreement, and the continuance of such default for thirty (30) days after written notice thereof from the Municipality; provided, however, that if the curing of such default cannot be accomplished with due diligence within said period of thirty (30) days, then Sponsor shall have such additional reasonable period of time, not to exceed thirty (30) days, to cure such default provided the Sponsor shall have commenced to cure such default within the initial thirty (30) day period, such cure shall have been diligently prosecuted by the Sponsor thereafter to completion.

2) Breach of Covenant Subsequent to Final Certification. Subject to the limitations set forth in the Regulations at section 66.05(5), and as determined by DHCD, Sponsor's conduct is materially at variance with the representations made in its Rehabilitation Plans; such variance is found to frustrate the public purposes that Final Certification was intended to advance, and the continuance of such default for thirty (30) days after written notice thereof from the Municipality; provided, however, that if the curing of such default cannot be accomplished with due diligence within said period of thirty (30) days, then Sponsor shall have such additional reasonable period of time, not to exceed thirty (30) days, to cure such default provided the Sponsor shall have commenced to cure such default within the initial thirty (30) day period, such cure shall have been diligently prosecuted by the Sponsor thereafter to completion.

3) Misrepresentation. Any representation made herein or in any report, certificate, financial statement or other instrument furnished in connection with this Agreement shall prove to be false in any material respect.

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B. Rights on Default.

- 1) Prior to Final Certification. Upon the occurrence of an Event of Default prior to Final Certification, then this Agreement shall become null and void.
- 2) Subsequent to Final Certification. Upon the occurrence of an Event of Default subsequent to Final Certification, then:
 - a. Revocation of Certification. Pursuant to the terms of the Act, the Municipality, may, at its sole discretion, request that DHCD revoke the Final Certification of the Project, such revocation to take effect on the first day of the fiscal year in which DHCD determines that a material variance commenced.
 - b. Termination of Agreement. Upon revocation of certification, this Agreement shall become null and void as of the effective date of such revocation.
 - c. Recoupment of Economic Benefit. Upon revocation of certification, the Municipality may bring a cause of action against Sponsor for the value of any economic benefit received by Sponsor prior to or subsequent to such revocation.
- 3) Other Remedies. The Municipality's rights upon the occurrence of an Event of Default are in addition to those granted to DHCD and the Massachusetts Commissioner of Revenue under the terms of the Act.

Section 6 – Miscellaneous

- A. Effective Date. The effective date of the HD TIE shall be July 1st of the first Fiscal Year following DHCD's Final Certification of the HD Project pursuant to the requirements of the Act and the Regulations, which date is anticipated to be July 1, 2024. The Effective Date shall be confirmed as required in paragraph F, below.
- B. Term of Agreement. This Agreement shall expire upon the Municipality's acceptance of the annual report, as required below, for the final Fiscal Year for which the Municipality is granting the TIE.
- C. Reporting. Sponsor shall submit reports to the Municipality not later than thirty (30) days after June 30 of each Fiscal Year for the term of this Agreement. Each report shall contain the following information:
 - 1) Until Completion, the status of construction in relation to the schedule contained in the Rehabilitation Plan;
 - 2) Until Completion, the status of marketing in relation to the Rehabilitation Plans; and
 - 3) For each MRRU, the number of bedrooms in the unit, whether it was leased as of the end of the most recent fiscal year and the monthly rent charged.
- D. Assignment. The Sponsor shall not assign any interest in this Agreement, and shall not transfer any interest in the same, without the prior written consent of the Municipality, which approval shall not be unreasonably withheld. The foregoing notwithstanding, the rights and obligations of this Agreement

15c
DRAFT

shall inure to the benefit of any entity succeeding to the interests of the Sponsor by merger.

E. Notices. Any notice, request, instruction or other document to be given hereunder to either party by the other shall be in writing and delivered personally or sent by recognized overnight courier, receipt confirmed or sent by certified or registered mail, postage prepaid, as follows, and shall be conclusively deemed to have been received and be effective on the day on which personally delivered or, if sent by certified or registered mail, three (3) days after the day on which mailed or, if sent by overnight courier, on the day after delivered to such courier.

1) Municipality: Mayor
City of Fall River
One Government Center
Fall River, MA 02722

2) Sponsor: Hyde Development LLC
c/o Kenenth Mollicone
1500 Vine Street
Somerset, Massachusetts

3) Copy to DHCD: All such notices shall be copied to DHCD at:

HDIP Program Coordinator
Department of Housing & Community Development
100 Cambridge Street, Suite 300
Boston, MA 02124

4) Change of Address. Either party may change the address to which notices are to be sent to it by giving written notice of such change of address to the other party in the manner herein provided for giving notice.

F. Modifications. No modification or waiver of any provision of this Agreement, nor consent to any departure by the Sponsor therefrom shall in any event be effective unless the same shall be in writing, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given. No failure or delay on the part of Municipality in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall a single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

IN WITNESS WHEREOF, the Sponsor has caused this Agreement to be duly executed in its name and behalf and its seal affixed by its duly authorized representative, and the Municipality has caused this Agreement to be executed in its name and behalf and its seal duly affixed by its Mayor and President of the City Council of the day and year first above written.

[SIGNATURES ON NEXT PAGE]

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City of Fall River

Hyde Development LLC

By Mayor Paul E. Coogan

By: Kenneth Mollicone

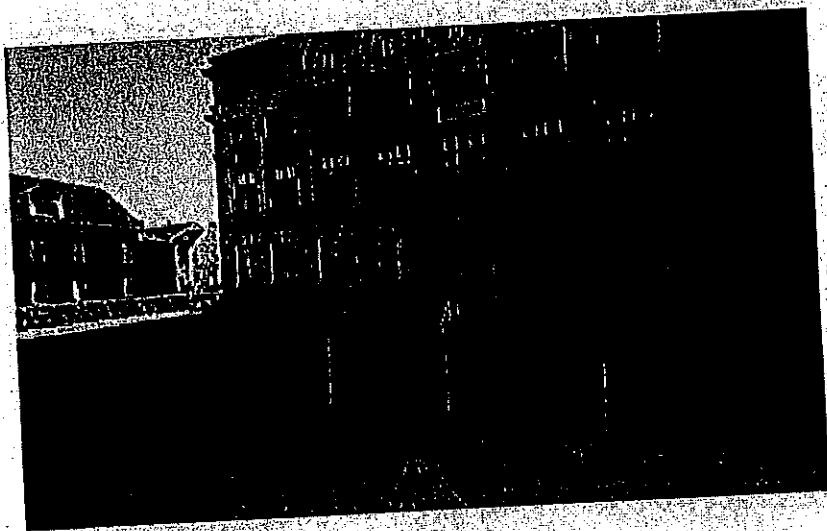
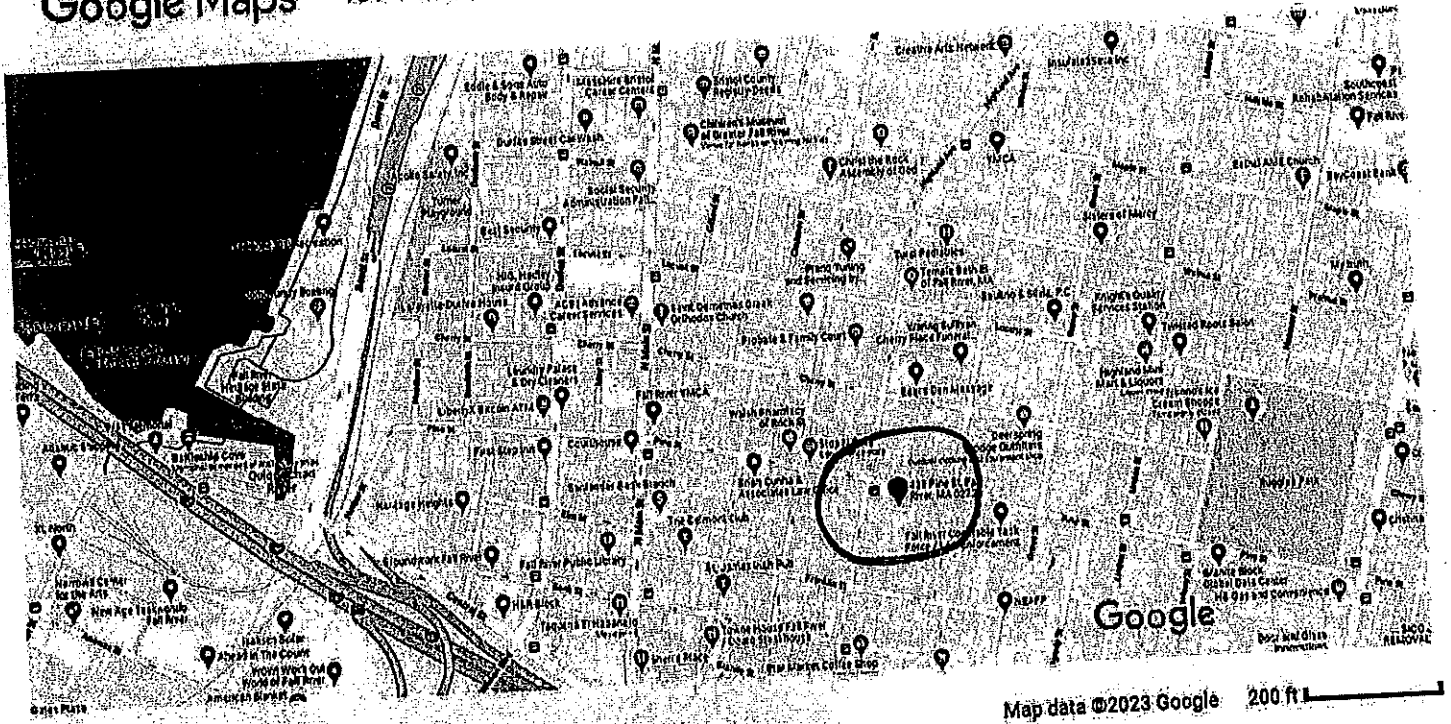
By: Joseph Camara, City Council President.

EXHIBIT 1

MAP OF PROPERTY

15c

Google Maps 439 Pine St



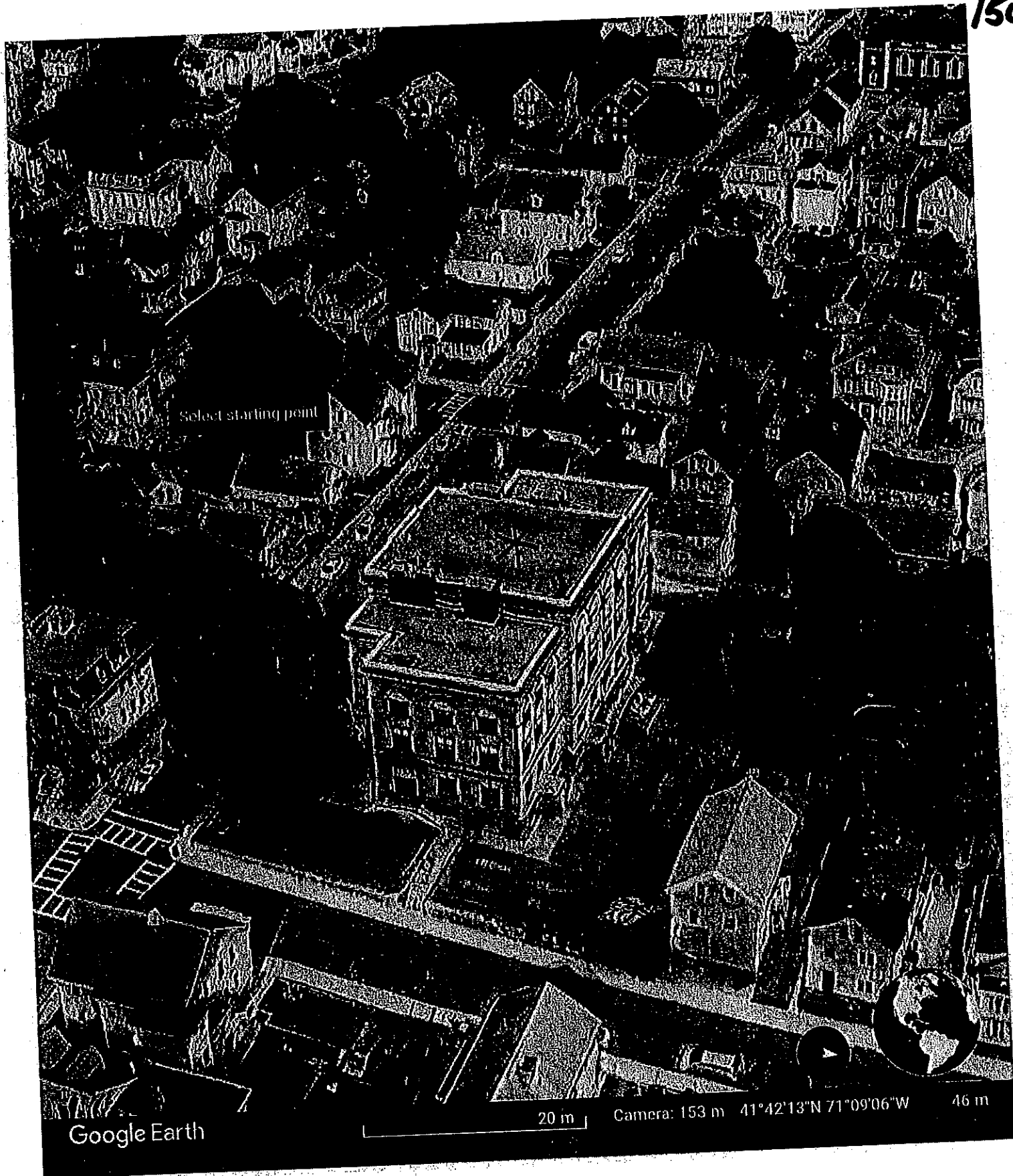
439 Pine St
Building

- Directions
- Save
- Nearby
- Send to phone
- Share

439 Pine St, Fall River, MA 02720

Photos

<https://www.google.com/maps/place/439+Pine+St,+Fall+River,+MA+02720/@41.7054499,-71.1538118,17z/data=!4m5!3m4!1s0x89e4f8e403c657f5:0...>



Select starting point

Google Earth

20 m

Camera: 153 m 41°42'13"N 71°09'06"W

46 m

Unofficial Property Record Card - Fall River, MA

General Property Data

Parcel ID N-05-0027
Prior Parcel ID -
Property Owner 439 PINE STREET LLC

Mailing Address 186 TREMONT ST

City FALL RIVER
Mailing State MA Zip 02720
Parcel Zoning A-3

Account Number

Property Location 439 PINE ST
Property Use APTS 8UP
Most Recent Sale Date 11/26/2019
Legal Reference 9949-86
Grantor HANOVER PROPERTIES LLC,
Sale Price 1
Land Area 0.000 acres

Current Property Assessment

Card 1 Value Building Value 1,140,200 Xtra Features Value 6,800 Land Value 381,600 Total Value 1,528,600

Building Description

Building Style APT >8
of Living Units 24
Year Built 1906
Building Grade AVERAGE
Building Condition Poor
Finished Area (SF) 25848
Number Rooms 0
of 3/4 Baths 0

Foundation Type CONCRETE
Frame Type STEEL FRAME
Roof Structure FLAT
Roof Cover TAR+GRAVEL
Siding BRICK
Interior Walls PLASTER
of Bedrooms 0
of 1/2 Baths 2

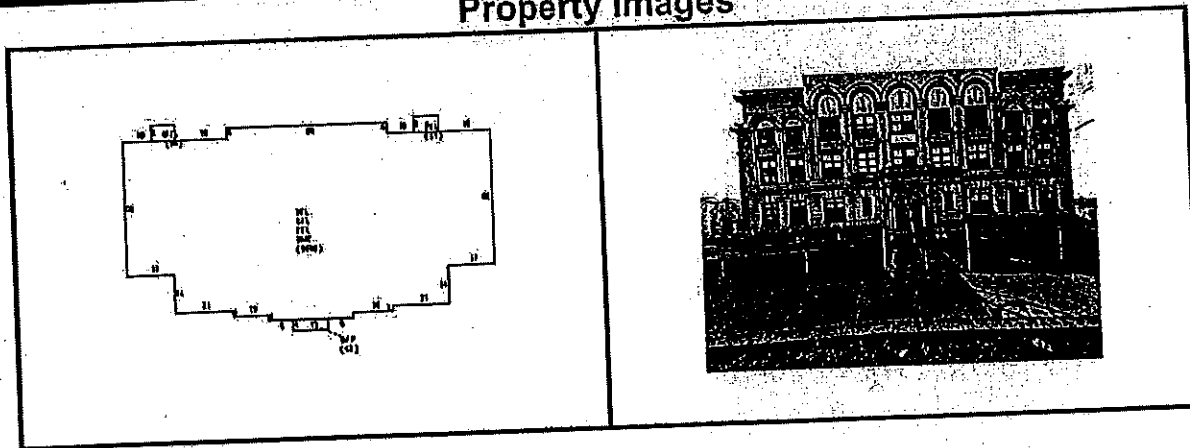
Flooring Type ASPHL TILE
Basement Floor CONCRETE
Heating Type STEAM/HOTWAT
Heating Fuel GAS
Air Conditioning 0%
of Bsmt Garages 0
of Full Baths 0
of Other Fixtures 8

Legal Description

Narrative Description of Property

This property contains 0.000 acres of land mainly classified as APTS 8UP with a(n) APT >8 style building, built about 1906, having BRICK exterior and TAR+GRAVEL roof cover, with 24 unit(s), 0 room(s), 0 bedroom(s), 0 bath(s), 2 half bath(s).

Property Images



Disclaimer: This information is believed to be correct but is subject to change and is not warranted.

EXHIBIT 2

DESCRIPTION OF PROPERTY

The City of Fall River is advantageously located on the northeastern seaboard in the Boston- New York corridor. It is well served by high-speed surface transportation, and it is a port city. The subject property is located just north of the civic, office, banking and government center along North Main Street, South Main Street, Pleasant Street and Bedford Street. Industrial, commercial and residential construction and growth in the past 10 years has occurred primarily in the outlying areas. Nearby downtown Fall River is the site of the major banking quarters in the city, the major office buildings, and the public utility offices which are accessible via Rock, Pine, and Franklin Streets.

The project site is a 3-story building built around 1906, having primarily brick and stone exterior and tar and gravel roof. It is situated on a parcel of land containing 29,832 s.f. of land at 439 Pine Street, in Fall River, MA. Hyde Development LLC is the developer of the project. Currently the property is a vacant school site that will be redeveloped into 24 market rate residential apartments. The project anticipated to cost approximately \$6M in development budget. Critical to the Project's financing and long-term success is Hyde's ability to secure State Historic Tax Credits and the 10% HDIP Investment Tax Credit. In addition, the developer is working with the City of Fall River to provide a Tax Increment Exception ("TIE") under the HDIP. These state and local incentives are necessary for completion of the project capital stack.

The City of Fall River's commitment to increasing residential growth, expanding housing alternatives, stabilizing neighborhoods and promoting economic development is underscored in the Massachusetts Department of Housing and Community Development's ("DHCD") approval of the City of Fall River's HD Zone, HD Plan application and the creation of the City's Housing Development HD Zone 3 Central. The HDIP is a critical tool to make market-rate residential redevelopment projects more economically feasible for property owners and developers in Gateway cities like Fall River. The need to increase residential growth, expand diversity of housing stock, promote economic development, promote neighborhood stabilization and rehabilitation of historic buildings are all highlighted as measurable objectives highlighted in the City's approved HDIP application. The former Lincoln School Building located at 439 Pine Street is located just beyond the City of Fall River's Housing Development HD Zone 3 Central boundary, the City of Fall River has amended HD Zone 3 to include the subject property. We further believe the proposed Project epitomizes the objectives of the City's application to participate in the HDIP.

EXHIBIT 3

MARKET RATE RESIDENTIAL UNITS - PRICING PLAN

Pricing Area:	two studio, nine one bedroom, thirteen two bedroom and one three bedroom units.
Proposed Initial Monthly Rent	\$1000.00 studio; \$1250.00 one bedroom, \$1500.00 two bedroom and \$1750.00 three bedroom

EXHIBIT 4

TAX INCREMENT EXEMPTION – CONFIRMATION OF CALCULATION

In connection with the Tax Increment Exemption Agreement dated _____, 20____ by and between the MUNICIPALITY, and _____, a STATE FORM OF ORGANIZATION with an address at _____, with respect to the property at _____ (the "Agreement"), the parties hereby confirm the following elements of the Agreement. Unless otherwise stated, capitalized terms have the meaning set forth in the Agreement.

1. The effective date of the Agreement is: _____
2. The MRRU is: _____
3. The assessed value of the of the residential portion of the Property upon Completion is: _____

To the extent that the dates or figures in this "Tax Increment Exemption – Confirmation of Calculation" differ from those set forth in the Agreement, the contents of this document shall control and shall be deemed to have amended the Agreement.

Fall River

Hyde Development LLC

By: Mayor

By:

By: City Council President

Dated: _____

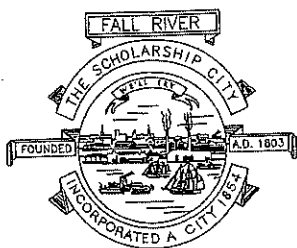
COMMONWEALTH OF MASSACHUSETTS
ECONOMIC ASSISTANCE COORDINATING COUNCIL
MASSACHUSETTS OFFICE OF BUSINESS DEVELOPMENT

Lincoln School TIE Valuation

FY	Municipal Tax Rate Per Thousand	Incremental Assessed Value	Projected Annual RE Property Tax Bill for Incremental Assessed Value	TIF/STA Yearly Exemption %	Exempted Annual RE Property Taxes	Annual Taxes Due (%)	Annual Taxes Due
24	\$12.27	\$3,016,400.00	\$37,011.23	80%	\$29,608.98	50%	\$18,505.61
25	\$12.27	\$3,016,400.00	\$37,011.23	80%	\$29,608.98	50%	\$18,505.61
26	\$12.27	\$3,016,400.00	\$37,011.23	80%	\$29,608.98	50%	\$18,505.61
27	\$12.27	\$3,016,400.00	\$37,011.23	80%	\$29,608.98	50%	\$18,505.61
28	\$12.27	\$3,016,400.00	\$37,011.23	80%	\$29,608.98	50%	\$18,505.61
29	\$12.27	\$3,016,400.00	\$37,011.23	20%	\$7,402.25	80%	\$29,608.98
30	\$12.27	\$3,016,400.00	\$37,011.23	20%	\$7,402.25	80%	\$29,608.98
31	\$12.27	\$3,016,400.00	\$37,011.23	20%	\$7,402.25	80%	\$29,608.98
32	\$12.27	\$3,016,400.00	\$37,011.23	20%	\$7,402.25	80%	\$29,608.98
33	\$12.27	\$3,016,400.00	\$37,011.23	20%	\$7,402.25	80%	\$29,608.98
				TOTALS	\$170,251.65		\$181,355.02

Note: In Massachusetts, Proposition 2½ operates at the level of a municipality's total tax levy. Due to Proposition 2½, it is impossible to make reliable projections for individual parcels, whose taxes may increase much more or much less than the municipal

Total Yearly Value of Local Tax Incentives minus PILOT = _____



City of Fall River
Massachusetts
Office of the Mayor

PAUL E. COOGAN
Mayor

February 9, 2023

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

RECEIVED
2023 FEB -9 P 3:28
CITY CLERK
FALL RIVER, MA

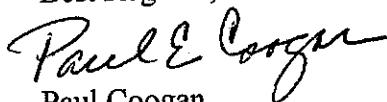
RE: 5-year Financial Forecast

Dear Honorable Council Members:

Pursuant to Article 6-9 of the City Charter, I am submitting a 5-year Financial Forecast of the City Revenues and Expenditures within the General Fund Operating Budget. The Forecast is based upon revenue sources which can be reasonable anticipated as well as the expenses for services that we currently provide within our City and School Departments.

As with any forecast, the numbers continue to be refined as projections are realized and projects move from planning to implementation. Overall, our 5-year Financial Forecast is sound and reflects the City's ability to address its challenges and opportunities with the resources necessary for controlled growth and spending.

Best Regards,


Paul Coogan
Mayor

RECEIVED

2023 FEB -9 P 3:16

CITY CLERK
FALL RIVER, MA

City of Fall River, Massachusetts
*Fiscal Year Ending June 30, 2023 Budget &
5 Years of Projections Fiscal Years 2024 – 2028*

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City of Fall River, Massachusetts
Fiscal Year FY23 Budget & 5 Years of Projections (Actual results may vary)

16

	FY23	FY24	FY25	FY26	FY27	FY28
EXPENDITURES:	Projections					
General Government	\$ 4,104,298	\$ 4,162,815	\$ 4,209,937	\$ 4,228,009	\$ 4,277,573	\$ 4,295,741
Administrative Services	\$ 5,259,542	\$ 5,360,416	\$ 5,508,172	\$ 5,662,452	\$ 5,755,822	\$ 5,882,764
Financial Services	\$ 1,859,539	\$ 1,853,403	\$ 1,884,583	\$ 1,916,317	\$ 1,948,618	\$ 1,981,354
Facility Maintenance	\$ 2,827,420	\$ 2,979,948	\$ 3,054,081	\$ 3,099,667	\$ 3,145,937	\$ 3,192,901
Community Maintenance	\$ 17,495,351	\$ 18,237,219	\$ 19,199,783	\$ 19,898,338	\$ 20,633,532	\$ 21,376,172
Community Service	\$ 3,594,364	\$ 3,666,971	\$ 3,730,897	\$ 3,796,032	\$ 3,862,400	\$ 3,930,025
Education	\$ 156,379,615	\$ 178,625,837	\$ 202,041,852	\$ 228,676,053	\$ 258,707,588	\$ 292,871,739
Public Safety	\$ 41,416,832	\$ 42,592,515	\$ 43,183,020	\$ 43,782,383	\$ 44,390,736	\$ 45,008,215
Debt	\$ 13,903,341	\$ 15,048,854	\$ 16,597,011	\$ 20,258,060	\$ 20,168,287	\$ 19,166,685
Retirement	\$ 36,072,580	\$ 38,824,584	\$ 41,736,428	\$ 44,866,660	\$ 48,231,659	\$ 51,849,034
Insurance & Other	\$ 40,026,890	\$ 41,040,262	\$ 43,387,862	\$ 44,449,334	\$ 45,537,150	\$ 46,651,968
Reserve	\$ 2,863,478	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL APPROPRIATIONS - GENERAL FUND	\$ 325,803,250	\$ 352,392,824	\$ 384,533,627	\$ 420,633,305	\$ 456,659,302	\$ 496,206,598
Water	\$ 14,289,039	\$ 14,406,197	\$ 14,627,197	\$ 14,852,115	\$ 15,081,030	\$ 15,314,020
Sewer	\$ 26,603,402	\$ 26,922,640	\$ 27,349,281	\$ 27,783,468	\$ 28,225,344	\$ 28,675,056
EMS	\$ 9,651,000	\$ 9,859,803	\$ 10,046,962	\$ 10,238,066	\$ 10,433,203	\$ 10,632,466
TOTAL APPROPRIATIONS - ENL. FUNDS	\$ 50,543,441	\$ 51,188,639	\$ 52,023,440	\$ 52,873,649	\$ 53,739,576	\$ 54,621,541
TOTAL APPROPRIATIONS - ALL FUNDS	\$ 376,346,690	\$ 403,581,463	\$ 436,557,066	\$ 473,506,952	\$ 510,398,878	\$ 550,828,139
PLUS: APPROPRIATED USES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL APPROPRIATED USES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL APPROPRIATIONS	\$ 376,346,690	\$ 403,581,463	\$ 436,557,066	\$ 473,506,952	\$ 510,398,878	\$ 550,828,139
BUDGET SURPLUS (DEFICIT)	\$ 0	\$ (0)	\$ (2,693,164)	\$ (5,995,336)	\$ (5,851,237)	\$ (5,549,530)
Diman Regional Debt Assessment	\$ -	\$ 618,617	\$ 2,295,000	\$ 6,455,388	\$ 6,455,388	\$ 6,455,388

City of Fall River, Massachusetts
Fiscal Year FY23 Budget & 5 Years of Projections (Actual results may vary)

19

RESOURCES:

State Aid (Cherry Sheet)

	FY23	FY24	FY25	FY26	FY27	FY28
Education:						
School Aid Chapter 70	\$ 168,421,258	\$ 188,631,809	\$ 211,267,626	\$ 236,619,741	\$ 265,014,110	\$ 296,815,803
Charter Tuition Reimbursement	\$ 8,083,544	\$ 5,571,633	\$ 6,240,229	\$ 6,989,056	\$ 7,827,743	\$ 8,767,072
Education Offset: Direct Expenditures						
School Choice Receiving Tuition	\$ 447,513	\$ 537,016	\$ 644,419	\$ 773,302	\$ 927,963	\$ 1,113,536
General Government:						
General Municipal Aid	\$ 27,604,931	\$ 28,985,178	\$ 30,434,436	\$ 31,956,158	\$ 33,533,966	\$ 35,231,664
Veterans Benefits	\$ 1,182,639	\$ 1,212,205	\$ 1,163,717	\$ 1,105,531	\$ 1,039,199	\$ 987,239
Abateements: Vets, Blind, Spouses	\$ 364,963	\$ 364,963	\$ 368,613	\$ 372,299	\$ 376,022	\$ 379,782
State Owned Land	\$ 500,521	\$ 505,526	\$ 505,526	\$ 505,526	\$ 505,526	\$ 505,526
Offsets: Direct Expenditures						
Public Libraries Chap. 78	\$ 284,232	\$ 291,338	\$ 298,621	\$ 306,087	\$ 313,739	\$ 321,582

Real Estate Taxes

Prior Year Base	\$ 126,734,873	\$ 135,038,955	\$ 140,309,280	\$ 145,721,778	\$ 151,276,573	\$ 156,978,702
+2.5% of Base	\$ 117,835,118	\$ 124,484,873	\$ 129,596,995	\$ 134,866,920	\$ 140,278,743	\$ 145,836,063
Debit Exclusion (New High School)	\$ 2,905,909	\$ 3,112,122	\$ 3,239,925	\$ 3,371,673	\$ 3,506,969	\$ 3,645,902
Estimated New Growth	\$ 2,250,000	\$ 5,441,960	\$ 5,442,360	\$ 5,443,035	\$ 5,440,510	\$ 5,436,135
	\$ 3,743,846	\$ 2,000,000	\$ 2,030,000	\$ 2,040,150	\$ 2,050,351	\$ 2,060,603

Local Receipts

Motor Vehicle Excise	\$ 21,670,478	\$ 22,074,333	\$ 22,469,984	\$ 22,875,710	\$ 23,303,038	\$ 23,675,304
Other Excise	\$ 8,573,188	\$ 8,744,652	\$ 9,006,991	\$ 9,277,201	\$ 9,555,517	\$ 9,842,183
Meals	\$ 1,400,000	\$ 1,300,000	\$ 1,313,000	\$ 1,326,130	\$ 1,339,391	\$ 1,352,785
Room	\$ 120,000	\$ 123,000	\$ 126,075	\$ 129,227	\$ 132,458	\$ 135,769
Other	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000
Cannabis	\$ 1,250,000	\$ 1,250,000	\$ 1,250,000	\$ 1,250,000	\$ 1,250,000	\$ 1,250,000
Penalties and Interest	\$ 1,135,000	\$ 1,135,000	\$ 1,135,000	\$ 1,135,000	\$ 1,135,000	\$ 1,135,000
Payments in Lieu of Taxes	\$ 450,000	\$ 450,000	\$ 450,000	\$ 450,000	\$ 450,000	\$ 450,000
Fees	\$ 2,230,247	\$ 2,252,549	\$ 2,252,549	\$ 2,275,075	\$ 2,297,826	\$ 2,297,826
Rentals	\$ 70,948	\$ 70,948	\$ 70,948	\$ 70,948	\$ 70,948	\$ 70,948
Library	\$ 4,000	\$ 4,000	\$ 4,000	\$ 4,000	\$ 4,000	\$ 4,000
Ceneteries	\$ 94,000	\$ 101,500	\$ 103,023	\$ 104,568	\$ 106,136	\$ 107,728
Departmental Revenue	\$ 611,949	\$ 965,639	\$ 985,972	\$ 1,005,692	\$ 1,025,805	\$ 1,030,934
Licenses and Permits	\$ 2,375,543	\$ 2,550,622	\$ 2,601,635	\$ 2,653,667	\$ 2,706,741	\$ 2,760,875
Solid Waste - Other	\$ 203,084	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000
Fines and Forfeitures	\$ 1,515,000	\$ 1,537,725	\$ 1,560,791	\$ 1,584,203	\$ 1,607,966	\$ 1,616,006
Investment Income	\$ 500,000	\$ 350,000	\$ 350,000	\$ 350,000	\$ 350,000	\$ 350,000
Medicare Reimbursement	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000
Recurring	\$ 120,000	\$ 150,000	\$ 150,000	\$ 150,000	\$ 150,000	\$ 150,000
Non-Recurring	\$ 7,519	\$ -	\$ -	\$ -	\$ -	\$ -

City of Fall River, Massachusetts
Fiscal Year FY23 Budget & 5 Years of Projections (Actual results may vary)

19

	FY23	FY24	FY25	FY26	FY27	FY28
Budget	Projections	Projections	Projections	Projections	Projections	Projections
Other Sources						
Surplus Revenue (Free Cash)	\$ 7,015,036	\$ 7,164,786	\$ 7,379,730	\$ 7,601,122	\$ 7,829,156	\$ 8,064,030
From Free Cash (Dinnan Interest)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other Available Funds:						
Indirects:	\$ 6,990,036	\$ 7,164,786	\$ 7,379,730	\$ 7,601,122	\$ 7,829,156	\$ 8,064,030
Sewer	\$ 1,670,000	\$ 1,711,750	\$ 1,763,103	\$ 1,815,996	\$ 1,870,475	\$ 1,926,590
Water	\$ 2,756,841	\$ 2,825,762	\$ 2,910,535	\$ 2,997,851	\$ 3,087,786	\$ 3,180,420
EMS	\$ 2,563,195	\$ 2,627,274	\$ 2,706,093	\$ 2,787,275	\$ 2,870,894	\$ 2,957,021
Transfers between funds	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other Sources of Funds (B2)	\$ 25,000	\$ -	\$ -	\$ -	\$ -	\$ -
American Rescue Plan Act(ARPA)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
American Rescue Plan Act(ARPA) -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rehire Provision	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Stabilization Fund	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL RESOURCES	\$ 362,309,988	\$ 390,377,741	\$ 421,082,181	\$ 454,826,311	\$ 491,967,034	\$ 532,840,262
LESS: NON-APPROPRIATED USES						
Other Amounts to be Raised	\$ 731,745	\$ 770,539	\$ 789,290	\$ 808,509	\$ 828,722	\$ 849,440
Appropriation Deficits (Snow, etc.)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Overlay/Revenue Deficits	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Cherry Sheet Offsets	\$ 731,745	\$ 750,039	\$ 768,790	\$ 788,009	\$ 807,710	\$ 827,902
Court Judgments/Tax Title	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Debt/Interest not on Sch B	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
SRPEDD	\$ -	\$ 20,500	\$ 20,500	\$ 20,500	\$ 21,013	\$ 21,538
State and County Assessments	\$ 34,752,156	\$ 36,214,380	\$ 37,452,430	\$ 38,379,834	\$ 39,330,248	\$ 40,333,754
County Tax	\$ 641,658	\$ 657,699	\$ 674,142	\$ 690,995	\$ 708,270	\$ 725,977
Retired Employees Health Insurance	\$ 4,482	\$ 4,594	\$ 4,709	\$ 4,827	\$ 4,947	\$ 5,071
Mosquito Control Projects	\$ 127,173	\$ 130,352	\$ 133,611	\$ 136,951	\$ 140,375	\$ 147,394
Air Pollution Districts	\$ 22,545	\$ 23,109	\$ 23,686	\$ 24,278	\$ 24,885	\$ 25,508
Parking Surcharge	\$ 418,100	\$ 428,553	\$ 439,266	\$ 450,248	\$ 461,504	\$ 473,042
Regional Transit Authorities (SRTA)	\$ 1,548,879	\$ 1,587,601	\$ 1,627,291	\$ 1,667,973	\$ 1,709,673	\$ 1,752,414
Special Ed. Chap. 71B	\$ 55,921	\$ 56,760	\$ 57,611	\$ 58,475	\$ 59,353	\$ 60,243
School Choice Sending Tuition	\$ 1,437,235	\$ 1,609,703	\$ 1,666,043	\$ 1,699,364	\$ 1,733,351	\$ 1,794,018
Charter School Sending Tuition	\$ 30,496,163	\$ 31,716,010	\$ 32,826,070	\$ 33,646,722	\$ 34,487,890	\$ 35,350,087
Reserve for Abatements	\$ 1,022,838	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000
RESOURCES AVAILABLE	\$ 325,803,249	\$ 352,392,822	\$ 381,840,461	\$ 414,637,968	\$ 450,808,064	\$ 490,657,068

City of Fall River, Massachusetts
Fiscal Year FY23 Budget & 5 Years of Projections (Actual results may vary)

19

EXPENDITURES

	FY23	FY24	FY25	FY26	FY27	FY28
Budget	Projections					
General Government						
Mayor's Office	\$ 4,104,298	\$ 4,162,815	\$ 4,209,937	\$ 4,228,009	\$ 4,277,573	\$ 4,295,741
City Council	\$ 319,820	\$ 329,688	\$ 334,911	\$ 340,220	\$ 345,615	\$ 351,098
City Clerk	\$ 454,149	\$ 459,714	\$ 468,374	\$ 477,209	\$ 486,222	\$ 495,416
Elections	\$ 396,871	\$ 406,947	\$ 412,793	\$ 418,723	\$ 424,740	\$ 430,844
Veterans	\$ 361,312	\$ 346,613	\$ 368,884	\$ 361,682	\$ 385,545	\$ 377,575
	\$ 2,572,146	\$ 2,619,853	\$ 2,624,975	\$ 2,630,174	\$ 2,635,451	\$ 2,640,808
Administrative Services						
City Administration	\$ 5,259,542	\$ 5,360,416	\$ 5,508,172	\$ 5,662,452	\$ 5,755,822	\$ 5,882,764
Human Resources	\$ 201,431	\$ 209,334	\$ 212,468	\$ 215,649	\$ 218,878	\$ 222,155
Information Systems	\$ 313,033	\$ 327,575	\$ 332,591	\$ 337,685	\$ 342,858	\$ 348,111
Law Department	\$ 3,004,105	\$ 3,012,299	\$ 3,143,508	\$ 3,280,988	\$ 3,357,300	\$ 3,435,435
Purchasing	\$ 1,679,581	\$ 1,685,882	\$ 1,692,278	\$ 1,698,770	\$ 1,705,359	\$ 1,743,534
	\$ 61,392	\$ 125,326	\$ 127,326	\$ 129,360	\$ 131,427	\$ 133,528
Financial Services						
Assessor	\$ 15,762,880	\$ 16,902,257	\$ 18,481,593	\$ 22,174,377	\$ 22,116,905	\$ 21,148,040
Auditor	\$ 436,064	\$ 401,290	\$ 407,913	\$ 414,652	\$ 421,512	\$ 428,494
Director of Financial Services	\$ 396,810	\$ 406,608	\$ 412,758	\$ 419,002	\$ 425,341	\$ 431,775
Collector	\$ 142,235	\$ 151,817	\$ 154,146	\$ 156,511	\$ 158,914	\$ 161,214
Treasurer	\$ 435,389	\$ 440,881	\$ 448,187	\$ 455,620	\$ 463,182	\$ 470,875
Debt Service	\$ 449,041	\$ 452,807	\$ 461,579	\$ 470,532	\$ 479,670	\$ 488,996
	\$ 13,903,341	\$ 15,048,854	\$ 16,597,011	\$ 20,258,060	\$ 20,168,287	\$ 19,166,685

City of Fall River, Massachusetts
Fiscal Year FY23 Budget & 5 Years of Projections (Actual results may vary)

19

	FY23	FY24	FY25	FY26	FY27	FY28
Budget	Projections					Projections
Facility Maintenance						
Buildings & Armory	\$ 2,827,420	\$ 2,979,948	\$ 3,054,081	\$ 3,099,667	\$ 3,145,937	\$ 3,192,901
	\$ 2,827,420	\$ 2,979,948	\$ 3,054,081	\$ 3,099,667	\$ 3,145,937	\$ 3,192,901
Cemeteries						
Parks; Civic Celebrations	\$ 17,495,351	\$ 18,237,219	\$ 19,109,783	\$ 19,898,338	\$ 20,633,532	\$ 21,376,172
Trees	\$ 474,027	\$ 479,689	\$ 487,850	\$ 496,157	\$ 504,614	\$ 513,223
Engineering	\$ 1,307,579	\$ 1,318,804	\$ 1,344,178	\$ 1,370,073	\$ 1,396,500	\$ 1,423,470
Solid Waste	\$ 376,663	\$ 379,065	\$ 386,916	\$ 394,939	\$ 403,138	\$ 411,516
Streets & Highways	\$ 368,171	\$ 376,815	\$ 383,053	\$ 389,399	\$ 395,856	\$ 402,425
Snow Removal	\$ 9,994,609	\$ 10,556,241	\$ 11,381,963	\$ 11,940,798	\$ 12,527,421	\$ 13,143,219
Traffic and Parking	\$ 3,384,931	\$ 3,510,961	\$ 3,580,941	\$ 3,652,491	\$ 3,731,556	\$ 3,787,530
	\$ 526,243	\$ 526,243	\$ 526,243	\$ 526,243	\$ 526,243	\$ 526,243
	\$ 1,063,128	\$ 1,089,401	\$ 1,108,639	\$ 1,128,237	\$ 1,148,204	\$ 1,168,547
Community Services						
City Planning	\$ 3,594,364	\$ 3,666,971	\$ 3,730,897	\$ 3,796,032	\$ 3,862,400	\$ 3,930,025
Inspectional Services	\$ 289,490	\$ 293,671	\$ 298,184	\$ 302,767	\$ 307,421	\$ 312,148
Health & Human Services	\$ 1,135,845	\$ 1,163,863	\$ 1,182,051	\$ 1,200,541	\$ 1,219,339	\$ 1,238,450
Library	\$ 502,342	\$ 509,261	\$ 516,284	\$ 523,411	\$ 530,646	\$ 537,989
	\$ 1,666,687	\$ 1,700,176	\$ 1,734,379	\$ 1,769,313	\$ 1,804,994	\$ 1,841,439

City of Fall River, Massachusetts
Fiscal Year FY23 Budget & 5 Years of Projections (Actual results may vary)

19

	FY23	FY24	FY25	FY26	FY27	FY28
	Budget	Projections	Projections	Projections	Projections	Projections
Enterprise Funds						
Emergency Medical Services	\$ 50,543,441	\$ 51,188,639	\$ 52,023,440	\$ 52,873,649	\$ 53,739,576	\$ 54,621,541
Water	\$ 9,651,000	\$ 9,859,803	\$ 10,046,962	\$ 10,238,066	\$ 10,433,203	\$ 10,632,466
Sewer	\$ 14,289,039	\$ 14,406,197	\$ 14,627,197	\$ 14,852,115	\$ 15,081,030	\$ 15,314,020
	\$ 26,603,402	\$ 26,922,640	\$ 27,349,281	\$ 27,783,468	\$ 28,225,344	\$ 28,675,056
	\$ 156,379,615	\$ 178,625,837	\$ 202,041,852	\$ 228,676,053	\$ 258,707,588	\$ 292,871,739
School Department	\$ 141,857,792	\$ 162,852,745	\$ 185,652,130	\$ 211,643,428	\$ 241,273,508	\$ 275,051,799
School Transportation	\$ 10,070,000	\$ 11,050,000	\$ 11,396,500	\$ 11,753,395	\$ 11,998,463	\$ 12,248,432
Vocational Assessments	\$ 4,451,823	\$ 4,723,091	\$ 4,993,222	\$ 5,279,230	\$ 5,435,618	\$ 5,571,508
	\$ 41,416,832	\$ 42,592,515	\$ 43,183,020	\$ 43,782,383	\$ 44,390,736	\$ 45,008,215
Fire/FIREMA	\$ 17,193,541	\$ 17,595,948	\$ 17,843,428	\$ 18,094,621	\$ 18,349,581	\$ 18,608,366
Police	\$ 24,223,291	\$ 24,996,567	\$ 25,339,592	\$ 25,687,762	\$ 26,041,155	\$ 26,399,849
	\$ 40,026,890	\$ 41,040,262	\$ 43,387,862	\$ 44,449,334	\$ 45,537,150	\$ 46,651,968
Insurance	\$ 40,026,890	\$ 41,040,262	\$ 43,387,862	\$ 44,449,334	\$ 45,537,150	\$ 46,651,968
	\$ 36,072,580	\$ 38,824,584	\$ 41,736,428	\$ 44,866,660	\$ 48,231,659	\$ 51,849,034
Retirement	\$ 36,072,580	\$ 38,824,584	\$ 41,736,428	\$ 44,866,660	\$ 48,231,659	\$ 51,849,034
	\$ 2,863,478	\$ -	\$ -	\$ -	\$ -	\$ -
Reserve	\$ 2,863,478	\$ -	\$ -	\$ -	\$ -	\$ -
Total Expenditures:	\$ 374,914,952	\$ 403,581,464	\$ 436,557,067	\$ 473,506,953	\$ 510,398,879	\$ 550,828,140

The included is a five year projection (fiscal years ending 2024 – 2028) for the General Fund. The projections are based on the 2022/2023 budget that was approved by the City Council with the following assumptions included:

Resources:

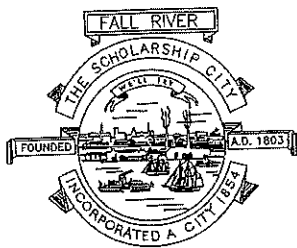
- Property taxes are projected to increase by 2 ½% over the 2023 base.
- New Growth is estimated conservatively based on FY2021 through FY2023
- The approved debt exclusion for the high school is included in tax revenues.
- Unrestricted General State Aid, net of assessments is expected to increase about 7.7% while state aid for Education is estimated to increase approximately 11.7%.
- All other revenue sources are projected at approximately similar growth rates as the prior three years.
- Diman Regional has provided their intended plan for a new school and an amortization schedule which is included as provided. Fall River's share of the assessment is 76%.
- ARPA funding will be used primarily to invest in long-term investments.
- Cannabis revenues is projected to level off with increased competition in dispensary's in surrounding communities and host fees are expected to not be at the original levels due to the law changes in early FY2023

Appropriations:

Included in the projections are inflationary increases and other increases based on known data. The projections do not include any budget cuts or reductions in staffing.

- In particular, the pension/retirement expense is based on the amortization schedule with no change in the funding date.
- The administration is committed to 100% of net school spending.
- The administration is actively engaged in research and methods to mitigate costs.
- The administration is working on a waste strategic plan.
- Health insurance is projected at a modest increase of 2.5%
- Debt levels at a high of approximately \$20 million in FY 2026 due to the full assessment for Diman Regional then with no other additions to debt in FY 2028 there is a reduction of approximately \$1 million.

The projections also do not include any estimates for new industry or any other unknowns that could increase revenues or decrease expenditure. Assumptions used in preparation at the time of this financial projection were utilized to present a condition or course of action that is not necessarily expected to occur, but is consistent, based on known information as of this date. The Administration will continue to work closely with department heads to monitor all revenues and expenditures.



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

PAUL E. COOGAN
Mayor

RECEIVED

2023 FEB -7 P 1:45

CITY CLERK _____
FALL RIVER, MA

February 6, 2023

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

Dear Councilor President and Members of the Honorable Council:

Attached for your information please find correspondence from the Massachusetts Department of Revenue, Director of Accounts, certifying that the amount of available funds or "free cash" for the City of Fall River as of July 1, 2022 is as follows:

General Fund		\$4,960,698.00
Enterprise Fund	SWR 6000	\$1,447,528.00
Enterprise Fund	WTR 6100	\$400,115.00
Enterprise Fund	EMS	\$856,936.00

This certification is in accordance with the provisions of G. L. Chapter 59, §23, as amended.
If additional information is needed please contact me. Thank you.

Sincerely,

Paul E. Coogan
Paul E. Coogan
Mayor

PC/amos



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

PAUL E. COOGAN
Mayor

Bridget Almon
Director of Financial Services

January 30, 2023

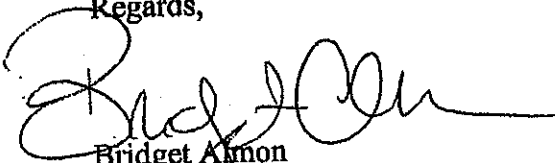
The Honorable Mayor Coogan
City of Fall River
One Government Center
Fall River, MA 02722

Dear Honorable Mayor:

I would like to share correspondence with you that the City received notification of certification of free cash which is in accordance with the provisions of G. L. Chapter 59, §23, as amended.

The role free cash plays in sustaining a strong balance sheet. Having policies and metrics recommended by the GFOA and the State of Massachusetts will help in improving our credit rating. The General Fund free cash for FY2023 is \$4,960,698.

Regards,



Bridget Almon
Director of Financial Services

Mayor

From: dlsgateway@dor.state.ma.us
Sent: Tuesday, January 24, 2023 1:35 PM
To:

Cc:
Subject: [EXTERNAL] Notification of free cash approval - Fall River
Attachments: FreeCashCertification.PDF

CAUTION: This email originated from a sender outside of the City of Fall River mail system. Do not click on links or open attachments unless you recognize the sender and know the content is safe. If you are unsure of the validity of the email, please contact IT.

Massachusetts Department of Revenue Division of Local Services

Geoffrey E. Snyder, Commissioner
Sean R. Cronin, Senior Deputy Commissioner of Local Services

1/24/2023

NOTIFICATION OF FREE CASH APPROVAL - City of Fall River

Based upon the un-audited balance sheet submitted, I hereby certify that the amount of available funds or "free cash" as of July 1, 2022 for the City of Fall River is:

General Fund	\$4,960,698.00
Enterprise Fund SWR 6000	\$1,447,528.00
Enterprise Fund WTR 6100	\$400,115.00
Enterprise Fund EMS	\$856,936.00

This certification is in accordance with the provisions of G. L. Chapter 59, §23, as amended.

Certification letters will be emailed to the mayor/manager, board of selectmen, prudential committee, finance director and treasurer immediately upon approval, provided an email address is reported in DLS' Local Officials Directory. Please forward to other officials as you deem appropriate.

Sincerely,



Deborah A. Wagner
Director of Accounts
Massachusetts Department of Revenue

MASSACHUSETTS DEPARTMENT OF REVENUE
DIVISION OF LOCAL SERVICES

Fall River
CITY

Free Cash Certification
Free Cash Calculation - Fiscal Year 2023

Begin:

Unreserved Undesignated Fund Balance 9,259,121.00

Subtract:

Personal Property Tax Receivable 352,466.00

Real Estate Tax Receivable 1,374,584.00

Other Receivables In Deferred Revenue

0.00

0.00

Total

OtherOther Receivables, Overdrawn Accounts, Deficits

21st Century 16,425.00

Watson Phase II 784,291.00

North Park Respotation 59,233.00

Westall Feasability 11,403.00

Cash Variance 369.00

OR Pers Property variance 1,528.00

OR Real Estate variance 17,259.00

OR Tax Foreclosures Variance 188.00

GF tax liens 101.00

Payroll advance 25,541.00

Volun Ins 7,953.00

GP Ins vol life 451.00

Employee paid parking 35.00

police CARA grant 15,219.00

DEA 1,579.00

Route 79 Davol St 421,845.00

National Grid Initiative 312,034.00

Fire Saffey equipment 34,930.00

Shannon XV 1,073.00

Jail diversion 565.00

FY13 Trade case manage 155.00

FY14 SRS Disability 69,215.00

FY21 WIOA Youth 28,162.00

FY21 WIOA Disloc 8,495.00

FY20 TRADE 581.00

MASSACHUSETTS DEPARTMENT OF REVENUE
DIVISION OF LOCAL SERVICES

Fall River

CITY

Free Cash Certification
Free Cash Calculation - Fiscal Year 2023

FY22 DCS DTA WPP	1,629.00
FY22 WTF WB	482.00
FY22 State one stop	625,702.00
FY22 WIOA Adult	10,000.00
FY22 CCYRYW youth works	16,525.00
FY22 DTA WPP Expansion	24,251.00
FY22 CC Youthworks Summer	1,553.00
Mothers Brook	4,907.00
B&G Dept equipment	44,350.00
MIS dept equipment	97,463.00
Parks & Cemetery Equip	37,150.00
Police Dept equip	150,000.00
EMS storage Bldg	2,893.00
CPA Historical Pres FY16	3,000.00
Fire Detail	9,410.00
RE=PPVs. Overlay +def revenue variance	3,123.00
FY19 Title 1 WIOA adult	312.00
FY15 Byrne JAG	25,884.00
Total	2,877,264.00
Free Cash Voted from Town Meeting Not Recorded	0.00

Add:

Circuit Breaker, Other Closed Accounts, Adjustments:

	0.00
	0.00
Total	305,891.00
Deferred Revenue (Credit Balance+, Debit Balance-)	4,960,698.00
Free Cash Calculation for 2022	

Reviewed By: Thomas Guilfoyle
Certified On: 1/24/2023

17

MASSACHUSETTS DEPARTMENT OF REVENUE
DIVISION OF LOCAL SERVICES

Fall River
CITY

Free Cash Certification
Retained Earnings Calculation - SWR 6000 - Fiscal Year 2023

Enterprise Fund Number A-2(1ST)
Type of Enterprise Fund Sewer
Name of Enterprise Fund/Statutory Reference SWR 6000

4,142,291.00

Part I Cash

Current Liabilities, Designations of Fund Balance:

Accounts Payable	0.00
Payroll Payable	16,068.00
Warrants Payable	38,654.00
Encumbrances	904,672.00
Expenditures	1,735,369.00
Continuing Appropriations	0.00

Other Liabilities

	0.00
Total	2,694,763.00
Cash less Current Liabilities	1,447,528.00
Part II Retained Earnings, Undesignated	1,785,300.00

Accounts Receivable (net):

User Fees	337,772.00
-----------	------------

Other Accounts Receivable

	0.00
Total	337,772.00
Undesignated Retained Earnings Less Accounts Receivable	1,447,528.00

Fixed Assets

Debits:

	0.00
Total	0.00

Credits:

	0.00
Total	0.00

17

MASSACHUSETTS DEPARTMENT OF REVENUE
DIVISION OF LOCAL SERVICES

Fall River

CITY

Free Cash Certification

Retained Earnings Calculation - SWR 6000 - Fiscal Year 2023

Fixed Assets Variance (Debits - Credits)

0.00

MASSACHUSETTS DEPARTMENT OF REVENUE
DIVISION OF LOCAL SERVICES

Fall River

CITY

Free Cash Certification
Retained Earnings Calculation - WTR 6100 - Fiscal Year 2023

Enterprise Fund Number A-2(2ND)
Type of Enterprise Fund Water
Name of Enterprise Fund/Statutory Reference WTR 6100

1,753,969.00

Part I Cash

Current Liabilities, Designations of Fund Balance:

Accounts Payable	0.00	
Payroll Payable	82,897.00	
Warrants Payable	466,830.00	
Encumbrances	296,571.00	
Expenditures	0.00	
Continuing Appropriations	0.00	
Other Liabilities		
Water mains Phase 12	44,630.00	
Water Mains Phase 13	39.00	
Water Mains Phase 17	71,087.00	
Water Mains Phase 20	391,800.00	
	1,353,854.00	
Total		400,115.00
Cash less Current Liabilities		907,672.00
Part II Retained Earnings, Undesignated		

Accounts Receivable (net):

User Fees	0.00	
Other Accounts Receivable		
Water mains Phase 12	44,630.00	
Water Mains Phase 13	39.00	
Water Mains Phase 17	71,087.00	
Water Mains Phase 20	391,800.00	
rounding adj	1.00	
Total	507,557.00	400,115.00
Undesignated Retained Earnings Less Accounts Receivable		

Fixed Assets

Debits:

MASSACHUSETTS DEPARTMENT OF REVENUE
DIVISION OF LOCAL SERVICES

Fall River
CITY

Free Cash Certification
Retained Earnings Calculation - WTR 6100 - Fiscal Year 2023

	0.00	
	0.00	
Total		
Credits:		
	0.00	
	0.00	
Total		0.00
Fixed Assets Variance (Debits - Credits)		

MASSACHUSETTS DEPARTMENT OF REVENUE
DIVISION OF LOCAL SERVICES

Fall River

CITY

Free Cash Certification
Retained Earnings Calculation - EMS - Fiscal Year 2023

Enterprise Fund Number: A-2(3RD)
Type of Enterprise Fund: AmbulanceEMS
Name of Enterprise Fund/Statutory Reference: EMS

1,483,368.00

Part I Cash

Current Liabilities, Designations of Fund Balance:

Accounts Payable	0.00
Payroll Payable	228,458.00
Warrants Payable	59,955.00
Encumbrances	338,019.00
Expenditures	0.00
Continuing Appropriations	0.00

Other Liabilities

	0.00
	626,432.00

Total 856,936.00

Cash less Current Liabilities 856,936.00

Part II Retained Earnings, Undesignated

Accounts Receivable (net):

User Fees	0.00
-----------	------

Other Accounts Receivable

	0.00
	0.00

Total 856,936.00

Undesignated Retained Earnings Less Accounts Receivable

Fixed Assets

Debits:

	0.00
	0.00

Total

Credits:

	0.00
	0.00

Total

17

MASSACHUSETTS DEPARTMENT OF REVENUE
DIVISION OF LOCAL SERVICES

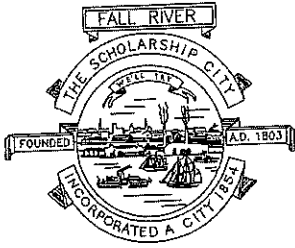
Fall River

CITY

Free Cash Certification

Retained Earnings Calculation - EMS - Fiscal Year 2023

Fixed Assets Variance (Debits - Credits)	0.00
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PAUL E. COOGAN
Mayor

City of Fall River
Massachusetts
Office of the Mayor

RECEIVED

2023 FEB -8 A 9 47

CITY CLERK
FALL RIVER, MA

February 8, 2023

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

Dear Councilor President and Members of the Honorable Council:

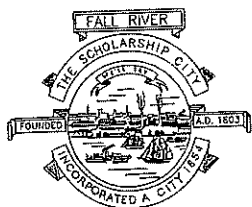
Attached for your consideration please find an ARPA proposal for funding through the Bristol County Treasury submitted by Councilor Andrew Raposo.

If additional information is needed please contact my office at your convenience.

Sincerely,

Paul E. Coogan
Mayor

PC/amos



PAUL E. COOGAN
Mayor

City of Fall River
American Rescue Plan Act

KARA HUMM
ARPA Director

February 8, 2023

The Honorable Paul Coogan
Mayor of the City of Fall River
One Government Center
Fall River, MA 02722

Dear Mr. Mayor:

Attached please find Councilor Andrew Raposo's proposal seeking ARPA funding from the Bristol County Treasury.

If you could please include this proposal on the agenda for the February 14th City Council Meeting it would be greatly appreciated.

Sincerely,

Kara Humm
ARPA Director

ARPA Fund Use: **FRACC ARTIST RECOVERY PROGRAM**
 Proposal by Councilor Andrew Raposo

Description of Proposal:

Requested ARPA Funds: \$173,000.00

Category: 2: Negative Economic Impacts:

Assistance to Households:

2.9: Unemployment Benefits or Underemployed Workers

Assistance to Small Businesses:

2.29: Loans or Grants to Mitigate Financial Hardship

2.30: Technical Assistance, Counseling, or Business Planning

Rationale for ARPA Funding:

The Fall River Arts and Culture Coalition (FRACC), in partnership with Assets for Artists, proposes a hands-on approach to implement the FRACC Artist Recovery Program. FRACC proposes a multi-faceted plan to advance Arts, Culture and Tourism in the City of Fall River. The program will provide working capital funds and assistance to artists that have struggled as a result of the COVID-19 pandemic.

The FRACC Artist Recovery Program is guided by professionals from the Massachusetts Museum of Contemporary Art Program Assets for Artists (A4A). They were founded on the belief that artists are key contributors to vibrant communities and thriving economies. Through their workshops and capacity-building grants, they support artists in advancing the business and financial goals of their practice to help them sustain their best creative work for a lifetime.

The Artist Recovery Program advances art and culture within the City by addressing three major cultural strategies: (1) incentivize creatives to live and create in the city with affordable live and/or workspace; (2) support community development and arts entrepreneurship; and (3) establish a leadership group of artists. Funding for this program will ensure we are equipping our creative workforce with the knowledge and skills to contribute to the city's economy for generations to come. The ultimate goal of this proposal is to increase the long-term financial resiliency and business success of the creative workforce while also helping to stabilize their capital needs during the crisis brought about by COVID-19.

The program is designed to address the needs of Fall River-based artists so that they may better leverage their work to benefit the City. COVID-19 has had dire effects on artist-entrepreneurs. Americans for the Arts found that 62% of artists were fully unemployed within the first month of the pandemic. The establishment of the Pandemic Unemployment Assistance helped many of these artists skirt by, yet even with this support, Mass Cultural Council still found that a year into the pandemic Massachusetts artists had lost nearly \$10,000 each, with the end not yet in sight.

In Fall River specifically, individual artists are reporting comparable losses with an average loss of 24 gigs/jobs and \$10,478 per person in the past two years due to the COVID-19 pandemic. Southeastern Massachusetts is the hardest hit region outside of Boston, making up 21% of the 67,986 gigs/jobs lost across the state. Two years into the pandemic, Fall River cultural organizations each lost an average of \$413,000 in earned and contributed revenue, and major job losses, which also affected individual artists and creative businesses. Across the county, "arts, entertainment, and recreation" jobs dropped from 2.5 million to 1.2 million between February and April 2020 (-53%). Johns Hopkins University reports that, as of December 2021, the percentage of job losses at nonprofit arts organizations remains more than 3x worse than the average of all nonprofits (-12.5% vs. -3.7%). As of January 2022, arts jobs have rebounded but are still down -12% nationally since pre-pandemic (U.S. Bureau of Labor Statistics). Fall River's workers have not experienced this same level of recovery, with FTE still down -70% since 2019.

Collectively, Fall River's creative workers annually generated \$44,326 in state and \$33,013 in local government revenue during 2019. As of February 2022, dollars received by local and state governments are down - 73% due to a -72% reduction in expenditures made by local creatives and/or their audiences. Together, a broad cross-section of Fall River's creative workers infused more than \$1M into the city through dollars spent. This annual support of community jobs, dollars paid to community residents, and dollars received by local and state governments are due to the expenditures made by the city's arts and culture organization and/or its audiences.

Since the onset of the pandemic, A4A has pivoted all of its small business technical assistance services online, rolling out a brand-new series of workshops focused on helping creative entrepreneurs navigate the new normal. A4A also ramped up its one-on-one technical assistance to aid creatives in the switch to online sales, as well as with marketing, business planning, taxes, and applying for federal and state funding. Even prior to the pandemic, throughout the past fourteen years of providing business technical assistance services to self-employed artist-entrepreneurs across New England, A4A have found that artists face many challenges in growing thriving and creative businesses. Those challenges – lack of access to artist-focused financial counseling, business training, creative networks, and working capital – are not adequately addressed by the traditional business support services that are available.

The Artist Recovery Program will employ statewide and local experts in their field to deliver proof-based programming, financial health, fundraising, marketing and branding, performance evaluation, and more to effectively and consistently drive their mission forward. FRACC will lead the public-facing program areas that will connect Fall River residents across communities and within neighborhoods through creative participatory experiences. The broad goals are to highlight Fall River's artists and elevate successful community events such as Food Truck Nights and Festivals.

Increased participation in the arts will build local support for creative entrepreneurs and artists, which, will ensure a continuing and rich variety of cultural opportunities for its residents as well as visitors to the City. These types of forced cohort capacity building enables artists to develop competencies and skills that can make them more effective and sustainable, thus increasing the potential for creative workers to enrich lives and solve Fall River's most difficult problems.

The proposed project will serve approximately 115 artists by application/registration by using a combination of the established local arts technical assistance providers and the Assets for Artists' toolkit that boosts newly designed pandemic responsive offerings to empower creative entrepreneurs to maximize their pandemic recovery and achieve higher levels of business success.

The ultimate goal of the program is to increase the long-term financial resiliency and business success of these artists while also helping to stabilize their capital needs during the crisis brought about by the pandemic. In the next few years as these goals are achieved, the City of Fall River will emerge as one of the state's most vibrant and creative cities.

The Program will include:

- (1) Capacity-Building Program, pairs, cohort-based financial and business learning and \$3,000 working capital grants for ten artists based in Fall River, with a particular focus on low-to-moderate-income artists and a high ratio of artists of color.
- (2) Business & Finance Workshop Series, supports 100 Fall River-based artists, through the delivery of additional small business technical assistance in the form of group four workshops taught by and specifically for local artists and creative entrepreneurs.
- (3) Artist Showcased at Events, provides ten artists based in Fall River with the resources to showcase their art to enhance already established City backed events.
- (4) Creative Ambassadors Program, utilizes five artists based in Fall River to champion the power of creative expression and engage residents and visitors through \$5,000 project grants.

Summary of Program Area 1: Capacity-Building Program

Fall River-based artists will apply to an open call administered by A4A and publicized by FRACC, A4A, and other community stakeholders. Artists will be selected for this cohort program based on their eligibility, demonstrated ability and readiness to benefit from the crisis-response planning, 1-on-1 technical assistance and mentoring, and coaching and related programming at this specific moment of their career. Once enrolled in the program, artists will have access to a variety of coaching and cohort workshop opportunities.

Each artist will receive a \$3,000 working capital grant, support in creating a strategic business plan that outlines the business/career goals for moving forward in a post-COVID economy, priority sign-up for a series of business or professional technical assistance workshops, and access to a community cohort of artist peers

Program Area 1 Eligibility: (1) Applicants must be over 18 years old. Are not currently enrolled as a full-time undergraduate or graduate student at a college or university. Are a full-year resident of Fall River, Massachusetts. This means you maintain your "legal residence" in Massachusetts, and you meet the definition of a "full-year resident". Both terms are defined in the Massachusetts tax code. Applicants must provide a physical address. (2) Applicants must be a "practicing artist," who is self/community-taught, institutionally trained, or a combination of both. (3) Applicants must be a "practicing artist" since before January 1, 2020 (must have been impacted by the pandemic) or be in a HUD-designated Qualified Census Tract.

"Practicing artist" shall be defined as: Individuals who identify as an artist, culture bearer, or culture maker, or cultural practitioner active in any artistic discipline or cultural tradition. For this program, the definition of "artist" includes, but is not limited to, artists and culture bearers working in community-based arts, crafts, dance, design, digital, film/video, folk/world/traditional arts, literature, music, performance, photography, theater, and visual arts.

Summary of Program Area 2: Business & Finance Workshop Series

This artist recovery and training program administered by A4A and FRACC will provide economic and professional support to assist artists to create a sustainable business plan in a post-COVID world by providing four technical-assistance workshops with topics including: online marketing, grant writing, business planning, personal finance, business finance, pitching to galleries or festivals, taxes, documenting one's work, etc. All topics, address current needs of artists recovering from the ongoing COVID-19 pandemic. To increase accessibility, all online workshops come with automatic closed captioning. Live captioning and/or translation services can be included at an artist's request.

Each artist will receive support in creating a strategic business plan that outlines the business/career goals for moving forward in a post-COVID economy, priority sign-up for a series of business or professional technical assistance workshops, recording of the live workshop, available for sixty-days after the session, and access to a community cohort of artist peers

Program Area 2 Eligibility: (1) Applicants must be over 18 years old. Applicants must be based in Fall River, MA: residing full-time and/or making work in Fall River, Massachusetts. You must provide a physical address in your application. (2) Applicants must be a "practicing artist," who is self/community-taught, institutionally trained, or a combination of both. (3) Applicants must be a "practicing artist" since before January 1, 2020 (must have been impacted by the pandemic) or be in a HUD-designated Qualified Census Tract.

Summary of Program Area 3: Artist Showcased at Events

Building upon Fall River's busy event calendar, these arts-based community engagements will showcase City's artists by supporting a wide-range of events at varied scales for neighborhoods, downtown, and visitor destinations.

Each artist will receive support in developing a showcase of their art/work for public events, funds to cover supplies and direct project costs, collateral print and digital promotional materials, and access to a community cohort of artist peers

Program Area 3 Eligibility: (1) Applicants must have been accepted and an active participant of Program Area 1.

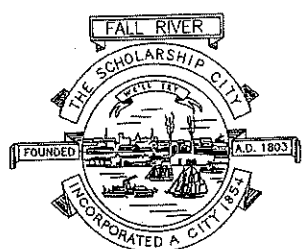
Summary of Program Area 4: Creative Ambassadors Program

The role of the Creative Ambassador is to champion the power of creative expression and engage members of the public. Five artists based in Fall River will seek to recognize, celebrate, and promote diverse creative experiences citywide. Ambassadors serve a one-year term, starting in 2024, during which they produce creative public-facing projects that invite active participation from residents/visitors.

The Creative Ambassador will make the arts integral to residents' everyday lives by focusing on place-based opportunities for creative expression and connection throughout Fall River, showcasing the rich texture of its cultural landscape.

Each artist will receive a \$4,000 project grant, support in creating, implementing, and promoting their arts-based engagement, and access to a community cohort of artist peers.

Program Area 4 Eligibility: (1) Applicants must be over 18 years old. Are not currently enrolled as a full-time undergraduate or graduate student at a college or university. Are a full-year resident of Fall River, Massachusetts. This means you maintain your "legal residence" in Massachusetts, and you meet the definition of a "full-year resident". Both terms are defined in the Massachusetts tax code. You must provide a physical address in your application. (2) Applicants must be a "practicing artist," who is self/community-taught, institutionally trained, or a combination of both. (3) Applicants must be a practicing artist with at least a five-year track record of exhibiting, performing, publishing, or otherwise sharing their artwork with the public. (4) Applicants must be a "practicing artist" since before January 1, 2020 (must have been impacted by the pandemic) or be in a HUD-designated Qualified Census Tract.



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

PAUL E. COOGAN
Mayor

February 9, 2023

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

RECEIVED
 2023 FEB - 9 P 3:28
 CITY CLERK
 FALL RIVER, MA

Dear Councilor President and Members of the Honorable Council:

Attached for your information please find correspondence from the Fall River School Department request the Council's consideration to approve an Energy Services Agreement between the City/School Department and AMERESCO, Inc.

I ask for your every consideration with this request.

Sincerely,

Paul E. Coogan
Mayor

PC/amos

City of Fall River, In City Council

ORDERED, that the City of Fall River hereby authorizes the attached Energy Services Agreement to be entered into between the City of Fall River Public Schools and Ameresco, Inc.



FALL RIVER PUBLIC SCHOOLS
Facilities & Operations

Maria Pontes
Superintendent of Schools

Kenneth C. Pacheco
Chief Operations Officer

February 9, 2023

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

RECEIVED
2023 FEB - 9 P 3:16
CITY CLERK
FALL RIVER, MA

Dear Honorable Council:

I am attaching herewith, for your information a request to approve an Energy Services Agreement between the City/School Department and AMERESCO, Inc. for building upgrades, energy savings and HVAC improvements within the specified facilities listed in the agreement. I have attached the agreement along with a packet describing the scope and sequence of this project. The approximate value of the prescribed work is \$15,000,000 which will be paid from the school departments ESSER Grant fund allotments.

Sincerely,

Kenneth C. Pacheco,
Chief Operations Officer

Comprehensive Energy
Fall River Public School

Your Trusted Sustainability Partner



[amesco.com](https://www.ameresco.com)

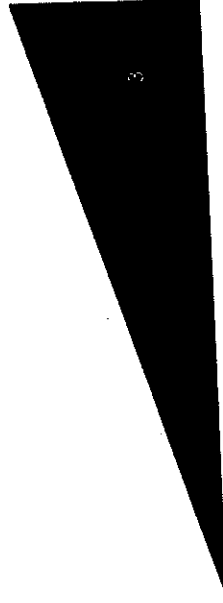
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Energy Management Services Procurement Strategy

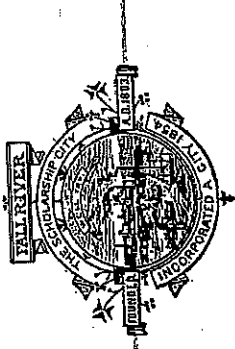
- Many municipalities are leveraging the performance contracting procurement model to do both self-funding and capital project work with multiple sourcing of funding, e.g. Brockton, MA
- Chapter 25a EMS procurement allows for customer contribution in the form of:
 - Capital budgets - Utility rebates - ESSER / ARPA grants - IRA / Infrastructure state and federal grants
- EMS contracting allows the same contractor to perform both design and construction
 - Does that conflict with M.G.L. c.149? **No.** One may undertake EMS contracting as specified in 225 CMR 10.00 or 225 CMR 19.00. EMS authorizes a limited exemption to G.L. c.149 and provides for the procurement of a "program of services," including design and construction work that is primarily intended to reduce energy and water consumption.
- Flexible procurement strategy to determine best value versus low bidder challenges. ESCO works with multiple subcontractors to balance availability and costs, use of local contractors when price is right
- Department of Energy Resources Oversight

Project Communication Milestones

- City issued RFQ
- Awarded to Ameresco
- Investment Grade Audit / Project Development
- Coordinate site review with Ken Pacheco's team (Manny, Jessica, Kevin G)
- Reviewed project with Maria Pontes Superintendent and Kevin Almedia CFO
- Alan Rumsey Corporation Counsel reviewing energy services agreement
- Presented to full School Committee
- Seeking approval from Finance Committee for \$15M ESSER funded project



Measures Evaluated at Schools



Henry Lord Middle

- Upgrading EMS
- Replacing unit ventilators
- Replacing rooftop HVAC units
- Replace windows and doors

William S Greene

- Upgrading EMS
- Replacing rooftop HVAC units

Frank M Silva Elementary & Spencer Borden Elementary

- Upgrading EMS
- Replacing rooftop HVAC units
- Replacing Chillers

Edmund P Talbot Middle

- Upgrading EMS
- Rooftop units
- Unit Ventilators
- Heat Pump Conversion

Measures Included in Schools



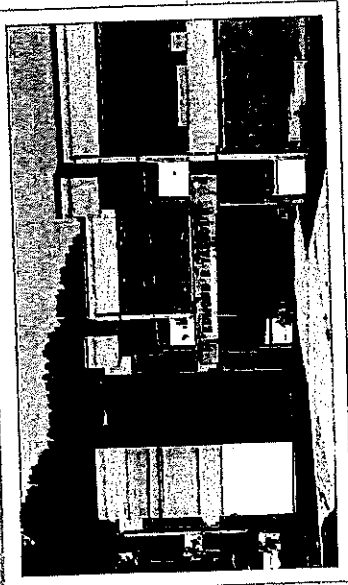
City of Fall River				
Energy Conservation Measures (ECMs)				
Facility	2	6	10	12
Henry Lord Middle School	X	X	X	
Frank M. Silvia Elementary School	X	X		
Spencer Borden Elementary School	X			
Edmund P. Talbot Middle School	X	X	X	X

EMS Upgrade / Replacement
AHU/Rooftop Unit Replacement
Unit Ventilator Replacement
Heat Pump Conversion



Edmond P. Talbot Middle School

Talbot MS – ESSER Qualified



One of the largest and oldest buildings that has not had many improvements

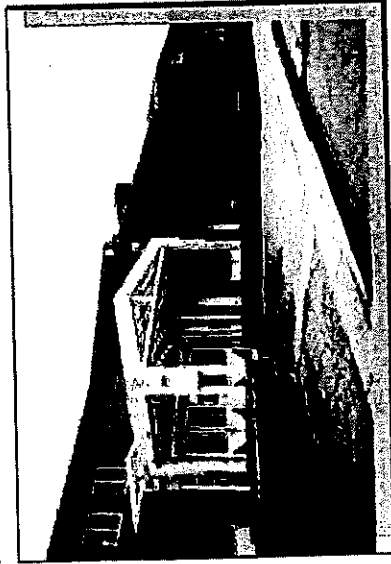
- Full heating conversion from electric heat to heat pumps will improve ventilation, provide cooling and a more efficient source of heating
- Replacement of (5) Air Handling Units (all will have cooling capabilities)
- Replacement of (59) Classroom Unit Ventilators with New equipped with Heat Pumps
- Replacement of (16) Office/Support Space heating units with new units equipped with Heat Pumps
- Installation of a new Energy Management System that will control all and existing HVAC

AMERESCO

Henry Lord Middle School

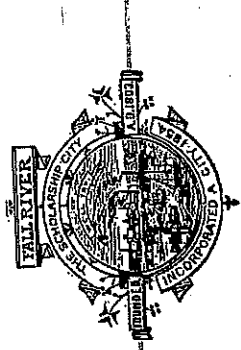
Henry Lord MS – ESSER Qualified

- Replacement of (62) Classroom Unit Ventilators
- Replacement of (10) Rooftop Units (includes the replacement of any exterior ductwork)
- Replacement of existing Energy Management System (includes the refurbishment of HVAC systems operating under pneumatic controls, ex. Fan Coil Units)



AMERESCO

Silvia & Borden Elementary Schools

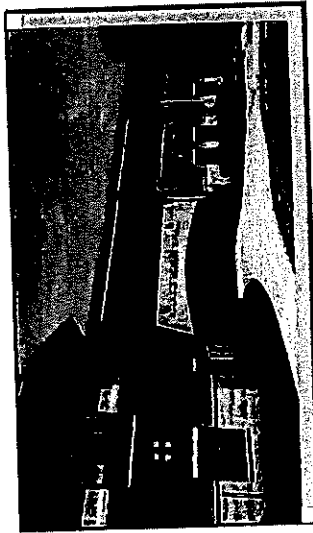


Silvia ES – ESSER Qualified



- Replacement of (12) Rooftop Units
- Replacement of existing Energy Management System

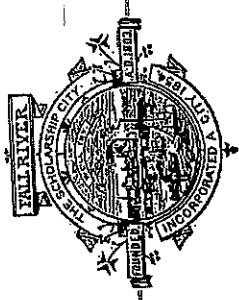
Borden ES – ESSER Qualified



- Replacement of existing Energy Management System

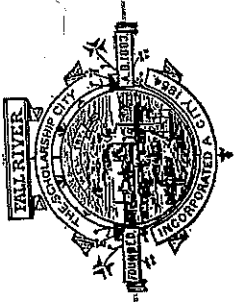
AMERESCO

Costs and Savings



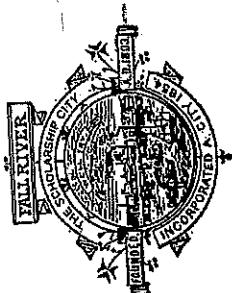
Ecm #	ECM Name	Annual kW	Total kWh	Natural Gas (CCF)	Total Project Savings	Total Project Costs	Incentives
2	EMS Upgrade / Replacement	-	169,519	27,751	\$ 61,040	\$ 3,720,213	\$ 100,710
6	AHU/Rooftop Unit Replacement	-	21,817	2,916	\$ 6,957	\$ 3,054,143	\$ -
10	Unit Ventilator Replacement	-	-	-	\$ -	\$ 1,710,020	\$ -
12	Heat Pump Conversion	252.6	376,641	-	\$ 55,764	\$ 6,514,405	\$ 172,500
		252.6	567,977	30,667	\$ 123,761	\$ 14,998,781	\$ 273,210

Energy Savings over 20 years \$3,254,013 can be re-allocated for other needs.



Costing Detail

	Major Mechanical/Electrical	Process	Other
Directs Costs	\$ 7,482,382	\$ 2,479,938	\$ 9,962,320
Engineering, Design and Spec	\$ 505,061	\$ 148,796	\$ 653,857
Project Management	\$ 336,707	\$ 99,198	\$ 435,905
On-site Construction Management	\$ 318,001	\$ 86,798	\$ 404,799
Commissioning	\$ 130,942	\$ 49,599	\$ 180,540
Training	\$ 93,530	\$ 37,199	\$ 130,729
M&V During Construction	\$ 119,718	\$ 39,679	\$ 159,397
Cost of Risk	\$ -	\$ -	\$ -
P&P Bonds *(2)	\$ 134,683	\$ 44,639	\$ 179,322
Construction Interest *(3)	\$ 56,118	\$ 18,600	\$ 74,717
Travel	\$ 93,530	\$ 30,999	\$ 124,529
Site Conditions	*(4)	*(4)	*(4)
Hazardous Waste	*(5)	*(5)	*(5)
Other - Warranty	\$ 56,118	\$ 18,600	\$ 74,717
Indirect Costs	\$ 1,844,407	\$ 574,106	\$ 2,418,513
Total Direct and Indirect Costs	\$ 9,326,789	\$ 3,054,044	\$ 12,380,833
Overhead	\$ 1,119,215	\$ 366,485	\$ 1,485,700
Profit	\$ 746,143	\$ 244,324	\$ 990,467
Total Project Cost	\$11,192,147	\$ 3,664,853	\$ 14,857,000
Investment Grade Audit			\$ 141,781
			\$ 14,998,781



Costing Detail

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Total Project Cost	\$ 11,192,147	\$ 3,664,863	\$ 14,857,000
Investment Grade Audit		\$ 141,781	\$ 14,998,781

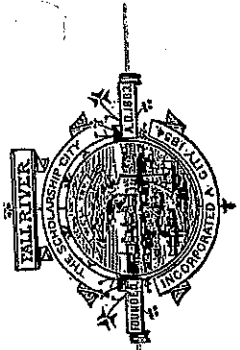
(1) The cost of the Investment Grade Audit will be carried at the agreed upon price, not a percentage of the construction costs.

(2) The cost of Permit & Performance Bonds for construction period and do not cover the energy savings.

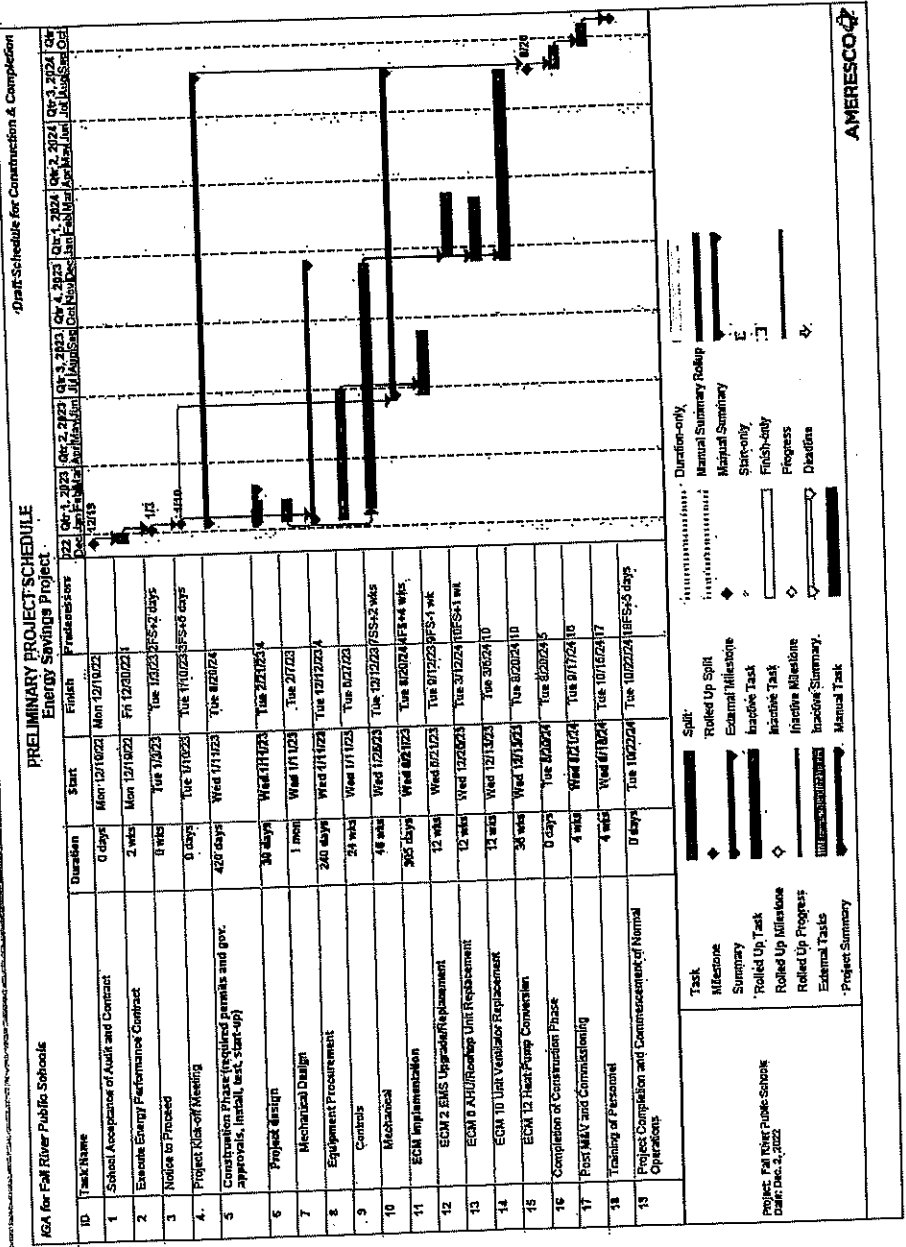
(3) Construction Interest is based on 10% retainer of progress payments, assuming retainer is held until individual measure completion.

(4) Ameresco does not charge a separate line item for site conditions.

(5) The cost of any hazardous waste disposal or abatement is typically carried as a direct construction cost, not a markup to direct construction cost.



Project Schedule



- ## Key Project Milestones
- Scope Design
 - Order Equipment
 - Procure subcontractors
 - Complete work
 - Meeting ESSER
 - Deadline

Thank You

ENERGY SERVICES AGREEMENT

by and between

CITY OF FALL RIVER

and

AMERESCO, INC.

Dated as of _____ 20____

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ENERGY SERVICES AGREEMENT

THIS ENERGY SERVICES AGREEMENT (this "**Agreement**") is entered into as of _____, 20____, by and between the City of Fall River, having its principal place of business located at One Government Center, Fall River, MA 02722 ("**Customer**") and Ameresco, Inc., having its principal place of business at 111 Speen Street, Suite 410, Framingham, Massachusetts 01701 ("**Ameresco**"). The Customer and Ameresco may be collectively referred to as the "**Parties**" and individually as a "**Party**."

WHEREAS, Customer wishes Ameresco to perform a project ("**Project**") consisting of certain energy conservation services and installations as set forth in Attachment B (as amended and/or otherwise modified from time to time as provided herein, the "**Scope of Services**") at Customer's facilities described in Attachment A (the "**Property**"), and Ameresco wishes to perform such services; and

WHEREAS, Customer owns the Property.

NOW, THEREFORE, in consideration of the covenants, representations, warranties, and mutual promises and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

SECTION 1 Scope of Services.

(a) Work:

- (i) **Preconstruction Services:** Ameresco has performed an Investment Grade Audit ("**IGA**") of the Property as set forth in Attachment B. To the extent required, Ameresco will also assist Customer in obtaining financing for the Project.
- (ii) **Construction Work:** Upon Ameresco's receipt of (i) the Notice To Proceed (as defined in Section 4) and (ii) evidence of immediately available funds sufficient for the payment of the Contract Cost (as defined in Attachment F), Ameresco shall procure and/or furnish all labor, materials and equipment and perform all work required for the completion of the Scope of Services including the installation of the energy conservation measures as set forth in Attachment B (the "**ECMs**"). Customer and Ameresco shall mutually plan the scheduling of the construction work. The construction work will be planned to minimize the interruption of the daily routine of Customer's staff and students except as permitted in writing by Customer. Nothing herein shall limit the ability of the Parties to mutually agree in writing to implement portions of the Scope of Work prior to evidence of funding for the full Contract Cost, but only to the extent Customer has evidence of immediately available funds for payment of said portion(s).

- (b) **Disposal:** Ameresco, at its cost, shall (i) be responsible for disposal of all non-hazardous equipment and materials which are rendered useless and removed as a result of the installation of the ECMs and (ii) cause all lamps which are classified as hazardous wastes by the rules and regulations of the U.S. Environmental Protection Agency (40 CFR Parts 260 through 279) and PCB-contaminated ballasts, if any, which have been rendered useless and removed as a result of the installation of the ECMs to be transported and disposed of. All other existing PCB-contaminated ballasts, lamps and any other hazardous materials, however, shall remain the sole responsibility of Customer and Ameresco shall assume no liability whatsoever in connection with their removal, transportation and disposal.

(c) **Asbestos and Lead Paint:**

- (i) **Asbestos:** The Scope of Services is predicated on the viability of the Project without Ameresco encountering or disturbing asbestos or being required to perform any asbestos abatement or taking any other action with respect to asbestos. Under no circumstances, shall Ameresco be required to handle asbestos. Customer hereby represents and warrants to Ameresco that, to the best of its knowledge and belief, there is no asbestos in any area wherein Ameresco will be performing its services hereunder. In the event that Ameresco: (A) encounters any friable or non-friable asbestos which is in the immediate vicinity of its work, (B) determines that its work will result in the disturbance of asbestos material, or (C) determines that the presence of asbestos material will impede its work, Ameresco will notify Customer of the same and Customer will, at its cost, cause the asbestos to be promptly and properly removed, enclosed, encapsulated or otherwise abated in accordance with all applicable laws, regulations and guidelines, or alternatively, Customer, at its cost, may provide written test reports showing that asbestos in such area has been properly removed, enclosed encapsulated or otherwise abated in accordance with all applicable laws. In the event that Ameresco cannot determine whether any particular material does or does not contain asbestos, Customer, upon Ameresco's written request, shall, at Customer's cost, promptly perform tests or cause tests to be performed in order to determine whether or not such material contains asbestos and/or whether there are unacceptable levels of airborne particulate material containing asbestos and provide such test reports to Ameresco. In the event Ameresco encounters asbestos which materially affects its progress of the Project, Ameresco, at its option, may demobilize and cease construction in the area affected by the presence of such asbestos until such time as Customer performs the actions required to be performed by Customer as provided herein. In the event that Customer does not promptly take action, as provided herein, or notifies Ameresco that it will not take such action, Ameresco may, at its option, either remove the affected area from the Scope of Services (and make commensurate adjustments to the rights and obligations of the Parties) or terminate this Agreement in its entirety in accordance with Section 12(a). Customer shall be responsible for all costs (including termination) incurred by Ameresco that relate to the presence of asbestos.
- (ii) **Lead Paint:** The Scope of Services is predicated upon the viability of the Project without Ameresco encountering or disturbing lead paint or being required to perform abatement or providing any notice or taking any other action with respect to lead paint. Under no circumstances, shall Ameresco be required to perform services which cause the disturbance of lead paint. Customer hereby represents and warrants to Ameresco that, to the best of its knowledge and belief, that there is no lead paint in any area wherein Ameresco will be performing its services hereunder. In the event that Ameresco encounters any paint in any area where it is to perform services hereunder, which services will involve disturbing paint and Ameresco reasonably believes that such paint may be lead paint or such services will involve disturbing paint which is in a building constructed prior to 1978, Customer, upon Ameresco's written request, will, at Customer's cost, promptly perform tests or cause tests to be performed in order to determine whether or not such paint contains lead and will provide such test reports to Ameresco. In the event that such test reports demonstrate the presence of lead paint or Ameresco reasonably believes that performing its services under this Agreement is likely to cause the disturbance of lead paint in such a manner as to require Ameresco to provide any notification or take any actions pursuant to any federal, state or local laws, rules, regulations or guidelines and Ameresco notifies Customer of the same, Customer will, in either case, at its cost, cause the lead paint to be promptly and properly removed, or otherwise abated in accordance with all applicable laws and regulations. In the event that lead paint materially affects the progress of the Project, Ameresco, at its option, may demobilize and cease construction in the area affected by the presence of lead paint until

such time as Customer performs the actions required to be performed by Customer as provided herein. In the event that Customer does not promptly take action as provided herein or notifies Ameresco that it will not take such action, Ameresco may, at its option, either remove the affected area from the Scope of Services (and make commensurate adjustments to the rights and obligations of the Parties) or terminate this Agreement in its entirety in accordance with Section 12(a). Customer shall be responsible for all costs (including termination) incurred by Ameresco that relate to the presence of lead paint.

- (d) **Maintenance and Monitoring:** To the extent provided for in Attachment H, Ameresco will service and maintain during the Term (as defined in Section 5) the equipment scheduled on Attachment H, at a cost to Customer as set forth in Section 4 and Attachment F. Except for the ECMs (or other equipment) which are to be maintained by Ameresco, Customer, at its expense, shall be responsible for servicing and maintaining the ECMs (and such other equipment). To the extent provided for in Attachment E, Ameresco will supply such ongoing services during the Term at a cost to Customer as set forth in Section 4 and Attachment F.
- (e) **Compliance with Law:** Ameresco shall, at its expense, comply with and obtain all applicable licenses and permits required by federal, state and local laws in connection with (i) the installation of the ECMs and (ii) the operation and/or maintenance of the ECMs (to the extent that Ameresco agrees to perform such operations and/or maintenance services). In the event that Ameresco cannot procure any such license or permit in light of a requirement that Customer is required to do so, Customer shall promptly procure the same. Ameresco shall pay the required prevailing wage rates for work in connection with the Project pursuant to the Commonwealth of Massachusetts Labor Law.]
- (f) **Taxes:** Customer hereby represents and warrants to Ameresco that Customer is a governmental entity and that it shall cooperate with Ameresco and provide Ameresco with all appropriate documentation so that Ameresco may establish that it does not have to pay taxes, fees and assessments or other charges of any character which may be imposed or incurred by any governmental or public authority as an incident to title to, ownership of, or operation of the ECMs. Notwithstanding the foregoing, Customer shall pay (or, if applicable, reimburse Ameresco for the payment of) all property, sales taxes, use taxes or other fees and assessments associated with the Scope of Services. Customer shall have no liability for taxes measured by the net income of Ameresco.
- (g) **Non-Discrimination:** Ameresco agrees not to knowingly or willfully discriminate against any employee, or applicant for employment, to be employed in the performance of this Agreement, with respect to hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of age, sex, sexual orientation, race, disability, color, religion, national origin, Vietnam era military service or ancestry in accordance with applicable federal, state or local laws.
- (h) **Standards of Service and Comfort:** Customer shall operate the ECMs in a manner that shall provide the standards of service and comfort provided for in Attachment J.
- (i) **Installation/Specifications:** Prior to the commencement of work hereunder, Ameresco may, at its option, provide (or Customer, at its option, may reasonably request to have Ameresco provide) a sample installation of, or written specification of, any ECM to be installed (each, a "**Sample**"). Customer shall furnish its written approval or disapproval of each Sample within ten (10) business days following Customer's receipt of Ameresco's written notice of installation and/or delivery of such Sample. Customer's approval of such Sample shall be in substantially the form of Attachment K. If Customer disapproves any such Sample, Ameresco shall have the right to provide a substitute specification or ECM (each, a "**Substitution**") which conforms to the applicable specifications or is equivalent to any applicable Sample previously approved by Customer. Upon Customer's written

approval of a Substitution, Ameresco may revise the Attachments to reflect each such Substitution. If Customer does not approve or disapprove of any Sample or Substitution within ten (10) business days following Customer's receipt of Ameresco's written notice thereof, then Customer shall be deemed to have given its approval of such Sample or Substitution, as applicable. If, however, Customer does not approve of any Substitution, the Parties hereby agree to negotiate a mutually acceptable solution. Customer shall not unreasonably withhold, condition or delay any approval provided for herein.

(j) Duties, Obligations and Responsibilities of Ameresco:

- (i) All labor furnished under this Agreement shall be competent to perform the tasks undertaken, all materials and equipment provided shall be new and of appropriate quality and the completed work shall comply in all material respects with the requirements of this Agreement.
- (ii) Ameresco shall maintain the Project site in a reasonably clean condition during the performance of the construction work set forth in Section 1(a).
- (iii) Ameresco shall regularly clean the Project site of all debris, trash and excess material or equipment.
- (iv) During the construction work set forth in Section 1(a), Ameresco shall permit Customer and/or any of its representatives to enter upon the Project site to review or inspect the construction work; provided, that in each case, the Customer and/or its representatives coordinate such review or inspection with Ameresco and agree to comply with all applicable federal, state and local safety laws, rules and regulations, including, without limitation, those promulgated by the U.S. Department of Labor Occupational Safety & Health Administration.
- (v) Ameresco will provide equipment manuals and other appropriate information regarding equipment installed hereunder to Customer at or about the time of Substantial Completion (as defined in Section 4).

SECTION 2

Ownership of and Security Interest in the ECMs.

Ownership and title to each ECM or portion thereof, as applicable, shall automatically pass to Customer upon Ameresco's receipt of both (i) the executed Substantial Completion Certificate delivered pursuant to Section 4 for such ECM or portion thereof, and (ii) the indefeasible payment in full of all of Customer's payment obligations to Ameresco pursuant to such Substantial Completion Certificate for such installed ECM or portion thereof. Prior to satisfaction of the conditions set forth in (i) and (ii) in the previous sentence with respect to an ECM or portion thereof, title to each ECM and other personal property installed or incorporated into the ECMs shall at all times during the Term remain in the name of Ameresco. If, notwithstanding the intent of the Parties, Customer is deemed to hold title to the ECMs, and as security for the payment in full of the Contract Cost, Customer hereby assigns, transfers and grants to Ameresco a security interest in all of the ECMs. Customer hereby authorizes Ameresco to file, from time to time, Uniform Commercial Code financing statements in such jurisdictions as may be necessary to perfect and maintain its security interest in the ECMs. If requested by Ameresco, Customer agrees to execute and deliver all further instruments and documents and take all further action that may be necessary in order to create, perfect and protect Ameresco's security interest in the ECMs and hereby irrevocably appoints Ameresco as Customer's attorney-in-fact with full power to sign such instruments and documents. Any provision in this Section to the contrary notwithstanding, ownership and title to an ECM shall automatically pass to Customer and Ameresco's security interest in such ECM shall be released and terminated, in each case without further action on either Party's part, upon Ameresco's receipt of both (i) the executed Substantial Completion Certificate (as defined in Section 4) for such ECM and (ii) the indefeasible payment in full of all of Customer's payment obligations to Ameresco for such ECM.

SECTION 3 Financial Services.

(a) Energy Performance Contract Municipal Lease and Option to Purchase Agreement:

- (i) Customer hereby represents and warrants to Ameresco that Customer has adequate funds for payment of the Contract Cost, and for any portions which Customer may need to borrow, Customer intends to enter into a separate financing through a bond issuance, lease purchase, or similar structure ("**Financing**") with a third party finance company or other third party entity ("**Financer**"). With respect to subsequent fiscal years in which any payments to Ameresco are required to be made, Customer hereby agrees that it will make reasonable and diligent efforts to obtain and maintain funds from which such payments may be made, including making provisions for such payments to the extent necessary in each annual or supplementary budget submitted for the purpose of obtaining funds, and using reasonable efforts to have such portion of the budget approved.
- (ii) Customer agrees and acknowledges that its obligation to make the payments to Ameresco set forth in this Agreement are in no way contingent on the effectiveness of the Financing.

SECTION 4 Compensation and Monthly Progress Payments.

- (a) For each month during the construction period of the Project following Customer's issuance to Ameresco of the notice to proceed substantially in the form of Attachment C (the "**Notice to Proceed**"), Customer shall make monthly progress payments to Ameresco based upon the percentage of the Project construction and equipment procurement completed at the end of each month. Ameresco shall be paid the same percentage of the Contract Cost as such percentage of completion. Following the end of each month, during the construction period of the Project, Ameresco will provide to Customer an invoice together with a list in sufficient detail to reasonably identify construction and equipment procurement during such month. Within thirty (30) days after receipt of such invoice, Customer shall pay or cause to be paid to Ameresco the amount due under such invoice.
- (b) Within thirty (30) days following each successive twelve (12) month period beginning with the first day of the month following the date of the Final Delivery and Acceptance Certificate, Customer shall pay Ameresco the separate amounts provided for in Attachment F, if any, as an annual fee for monitoring services.
- (c) Within thirty (30) days following each successive twelve (12) month period beginning with the first day of the month following the date of the Final Delivery and Acceptance Certificate, Customer shall pay Ameresco the separate amounts set forth in Attachment F, if any, for maintenance (as described in Attachment H) and/or operations services, if any, as agreed by the Parties and to be performed or provided by Ameresco.
- (d) All amounts not paid to Ameresco on or before the due dates specified in Sections 4(a), (b) and (c) shall accrue interest at the rate of eighteen percent (18%) per annum for the number of days following each such due date until such time as such amount due has been paid in full. If Ameresco is prohibited by law from charging interest at the above rate but is instead limited by law to charging a maximum rate which is a lower rate, Ameresco shall charge interest at said lower rate.
- (e) Upon Substantial Completion of the installation of an ECM (or portion thereof, as applicable), Ameresco will deliver to Customer a substantial completion certificate in the form of Attachment I (the "**Substantial Completion Certificate**"). Within five (5) business days after receipt of each Substantial Completion Certificate, Customer shall complete, execute and deliver to Ameresco each

such Substantial Completion Certificate. A delivery and acceptance certificate in the form of Attachment D (the "**Final Delivery and Acceptance Certificate**") shall be executed by Customer and delivered to Ameresco within five (5) business days after the Substantial Completion of the installation of all the ECMs under this Agreement. As used in this Agreement, the term "**Substantial Completion**" shall mean that the subject ECM has been installed by Ameresco, and, if such ECM is equipment, such equipment is then operating in a manner such that Customer is deriving beneficial use thereof. Customer shall not unreasonably withhold, condition or delay the execution and delivery of any Substantial Completion Certificate or the Final Delivery and Acceptance Certificate.

SECTION 5 Term.

The term of this Agreement (the "**Term**") shall begin on the date above first written and shall end on that date which is exactly twenty (20) years from the first day of the month following the date of Customer's execution of the Final Delivery and Acceptance Certificate, unless this Agreement is terminated prior to such date, as provided for in Section 12, 14 or 32. Anything in this Agreement to the contrary notwithstanding, Customer shall not be relieved of its obligation to pay Ameresco when due all amounts which accrued prior to such termination.

SECTION 6 Guarantee of Energy Savings.

- (a) Ameresco hereby represents and warrants to Customer that the amount of the Annual Energy Cost Savings (as defined in Attachment E) shall equal or exceed the "**Guaranteed Savings**" (as specified in Table 6(a) below), over the Term (the "**Guarantee of Energy Savings**").

Table 6(a)

Year	Guaranteed Savings
1	\$127,474
2	\$131,298
3	\$135,237
4	\$139,294
5	\$143,473
6	\$147,777
7	\$152,211
8	\$156,777
9	\$161,480
10	\$166,325
11	\$171,315
12	\$176,454
13	\$181,748
14	\$187,200
15	\$192,816
16	\$198,600
17	\$204,559
18	\$210,695
19	\$217,016
20	\$223,527

For purposes of the Guarantee of Energy Savings, the following assumptions and provisions shall apply:

- (i) Calculation of the Annual Energy Cost Savings, inclusive of energy savings and operational

and maintenance cost savings, shall be performed under, and governed by, the methods, formulas, and procedures described in Attachment E.

- (ii) As it relates to the Annual Energy Cost Savings and the Guarantee of Energy Savings, the term "year" shall mean the consecutive twelve (12) month period beginning with the first day of the month following the date of the Final Delivery and Acceptance Certificate (the "*Anniversary Date*"), and each similar twelve (12) month period thereafter.
 - (iii) The unit prices, including the escalation thereof, to be used to calculate the Annual Energy Cost Savings for the purposes of the Guarantee of Energy Savings are described in Attachment E.
 - (iv) The Guarantee of Energy Savings herein is subject to Customer performing its maintenance and other obligations under this Agreement. If Customer fails to perform, or fails to properly perform, its obligations under this Agreement or interferes with, or permits any person to take any action which, in the reasonable opinion of Ameresco, prevents the achievement of the Annual Energy Cost Savings under the Guarantee of Energy Savings, then Ameresco may equitably adjust the Annual Energy Cost Savings during the period wherein savings were affected to reflect the same. Ameresco's rights in this section shall not be in limitation of any other rights it possesses under this Agreement.
- (b) Ameresco will perform and submit to Customer a guarantee reconciliation ("*Guarantee Reconciliation*") upon the later of (i) one hundred twenty (120) days after each Anniversary Date and (ii) sixty (60) days after Customer delivers to Ameresco all utility billing and other data necessary for Ameresco's completion of the Guarantee Reconciliation. The Guarantee Reconciliation will include a calculation of the cumulative Annual Energy Cost Savings achieved in relation to the cumulative Guaranteed Savings for the period being reconciled.
- (c) Ameresco hereby guarantees that if the cumulative Annual Energy Cost Savings realized by Customer as of any Anniversary Date, as detailed in the Guarantee Reconciliation, is less than the cumulative Guaranteed Savings as of such Anniversary Date, then Ameresco will pay to Customer that amount by which the cumulative Guaranteed Savings exceeds the cumulative Annual Energy Cost Savings, such payment to be made within sixty (60) days after the date of the Guarantee Reconciliation. Any such payments made by Ameresco shall be included in the cumulative Annual Energy Cost Savings total for purposes of future Guarantee Reconciliation calculations.

SECTION 7 Access to Property.

During the Term, Customer shall provide Ameresco, its employees, agents and subcontractors access to the Property for the purpose of fulfilling Ameresco's obligations under this Agreement. Customer shall provide mutually satisfactory rent-free space for the installation and operation of the ECMs and shall protect such equipment in the same careful manner that Customer protects its own property.

SECTION 8 Changes in Work.

The quantity, quality, dimensions, type or other characteristics of the ECMs may be changed only by written consent of Customer and Ameresco (and, where required by the Lease, the Lessor), by the execution of a change order form in the form of Attachment G (a "*Change Order Form*"). In addition, the Scope of Services may be reduced or expanded including, without limitation, the addition or reduction of other energy efficiency measures and facilities not included within the ECMs scheduled on Attachment B by the execution and delivery of a Change Order Form.

SECTION 9 Warranties.

Ameresco warrants that the Work and all materials and equipment to be installed in the Project shall be free from defects in materials and workmanship arising from normal usage on an ECM by ECM basis for a period of one (1) year from the date of Substantial Completion of such ECM. Any manufacturers' warranties which exceed this one (1) year period shall be assigned to Customer to the extent allowed by the manufacturer. This section does not apply in any way to the Savings Guarantee. Except as provided above, AMERESCO MAKES NO WARRANTIES OR REPRESENTATIONS OF ANY KIND, WHETHER STATUTORY, WRITTEN, ORAL OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES AS TO THE VALUE, DESIGN, AND CONDITION OR FITNESS FOR USE OR PARTICULAR PURPOSE OR MERCHANTABILITY, REGARDING THE EQUIPMENT, ECMS OR ANY SERVICES PROVIDED HEREUNDER.

SECTION 10 Customer Role and Responsibilities.

- (a) **Operations:** Customer shall operate the equipment installed hereunder in accordance with the manufacturers' recommendations and any supplemental procedures supplied to Customer by Ameresco.
- (b) **Maintenance:** Customer shall, at its expense, repair, operate and maintain the Property in good working order during the Term. Except as may otherwise be provided for in Attachment H, following the date of Substantial Completion of an ECM, Customer shall, at its expense, repair and maintain (i) the equipment and all other components which comprise the ECM and (ii) all other equipment which is attached thereto and/or is integral to the proper functioning of the ECM.
- (c) **Malfunctions:** Customer shall notify Ameresco immediately in the event of any malfunction in the operation of the ECMs or the equipment installed hereunder.
- (d) **Protection of ECM:** Except in the case of emergency, Customer shall not remove, move, alter, turn off or otherwise significantly affect the operation of the equipment installed hereunder or the operation of the ECMs, or any individual part thereof, without the prior written approval of Ameresco, which approval shall not be unreasonably withheld. After receiving Ameresco's written approval, Customer shall proceed as instructed. Customer shall act reasonably to protect the ECMs from damage or injury, if, due to an emergency, it is not reasonable to notify Ameresco before acting. Customer agrees to protect and preserve the facility envelope and the operating condition of all ECMs, mechanical systems, and other energy consuming systems located on the Property.
- (e) **Measurement System:** Customer shall not alter, move, modify or otherwise change the measurement and verification system or any component thereof without the prior written consent of Ameresco unless such action is in accordance with operating procedures provided by Ameresco.
- (f) **Adjustment to Baseline:** If, in the reasonable opinion of Ameresco, Customer does not reasonably operate, maintain, repair or otherwise protect the ECMs and/or maintain the Property in good repair and good working condition, then Ameresco may equitably adjust the baseline, as referenced in Attachment E, for any increased energy usages at the Property.
- (g) **Changes to Property or Addition of Equipment:** Customer shall notify Ameresco in writing at least thirty (30) days prior to making any change(s) to the Property that could reasonably be expected to have an effect on the energy usage at the Property including, without limitation, changes in (i) the hours, days or time of year that the Property is occupied or operated, (ii) the number of staff, faculty and students at the Property, (iii) the activities conducted at the Property and (iv) the equipment, the facilities, or the size of the Property. Customer shall notify Ameresco regarding increases, over time, in numbers and usage of "plug in" devices such as computers and printers. In the event that Ameresco receives such notification or otherwise determines that such a change has occurred, it will

make the appropriate revisions to the Attachments or take such other action as may be provided for hereunder. Ameresco may also make retroactive adjustments where Customer has not provided timely notice and, in such instances, any payments made between the Parties shall be retroactively reconciled to reflect the changed baseline.

- (h) **Energy Usage Data:** If requested in writing by Ameresco, Customer shall provide to Ameresco, on a monthly basis during the Term (and in any event, within thirty (30) days of its receipt of the same), copies of all energy bills, energy usage data, and any and all other such documentation maintained by Customer, as requested by Ameresco, which is necessary for Ameresco to determine and satisfy all of its obligations under this Agreement.

- (i) **Insurance and Risk of Loss or Damage:** Without limiting any of its obligations or liabilities under this Agreement, Customer shall, at its expense, provide and maintain at all times during the Term, sufficient insurance against the loss or theft of or damage to the ECMs, the related equipment and all components installed hereunder, for the full replacement value thereof. Customer's insurance shall be primary for any and all property damage during the performance of the work hereunder.

Customer assumes all risk of loss of or damage to the ECMs from any cause whatsoever except to the extent that such loss or damage was caused by the negligence of Ameresco. Upon damage to any item of the equipment installed hereunder or the ECMs, Customer shall promptly notify Ameresco and immediately place the same in good repair with the proceeds of any insurance received applied to the cost of such repair. If Customer determines that any item of the ECMs are lost, stolen, confiscated, destroyed or damaged beyond repair, Customer shall replace the same with like equipment in good repair in a timely fashion.

If at any time after the date of the Final Delivery and Acceptance Certificate and after Customer's complete payment to Ameresco in accordance with Section 4(a), as such amount may be modified from time to time in accordance with this Agreement, any fire, flood, other casualty, or condemnation renders a majority of the Property incapable of being occupied and renders the ECMs or the equipment installed hereunder inoperable and, in the case of a casualty, the affected portion of such ECMs or equipment is not reconstructed or restored within one hundred twenty (120) days from the date of such casualty, Ameresco and/or Customer may terminate this Agreement by delivery of a written notice to the other Party. Upon such termination, Customer shall pay Ameresco any amounts, or pro-rata portions thereof, accrued under Sections 4(b), (c) and (d) and (e) and Attachment F.

- (j) **Telephone and Internet:** Customer shall be responsible for installing and maintaining telephone lines and all associated costs, including internet/Ethernet charges, for the energy management system's telephone and communication lines. Ameresco may use Customer's LAN for the purposes of any energy management system that may be included in the Scope of Services.
- (k) **Protection:** Customer shall at all times act reasonably to protect the ECMs from damage, theft or injury to the same extent and in the same manner in which it protects its other property.
- (l) **Alteration:** Customer shall not move, alter or change the ECMs in any way that causes a reduction in the level of efficiency or savings generated by any ECM or the equipment installed hereunder without obtaining Ameresco's prior written approval which shall not be unreasonably withheld.
- (m) **Storage:** Customer shall provide reasonable rent free space for Ameresco and/or its subcontractors, to mobilize and store their supplies, tools and equipment during installation of the ECMs or other activities by Ameresco within the Property pursuant to this Agreement for which such storage may be required. Such storage space shall be provided with locking capacity reasonably acceptable to Ameresco. Only Ameresco and/or its subcontractors and Customer's assigned personnel shall have access to the storage. Customer assumes no responsibility nor will Customer provide any additional

security for the storage provided.

- (n) **Fuel:** Customer shall procure and pay for all energy and fuel for the operation of the Property.
- (o) **Cooperation during Construction:** Customer shall reasonably cooperate in relocating occupants, staff, personnel, furniture and equipment and taking such other actions as may be necessary by Customer in order to prepare space for work by Ameresco to enable Ameresco to timely perform its obligations hereunder.

SECTION 11 Defaults by Customer and Ameresco.

- (a) Customer shall be in default under this Agreement upon the occurrence of any of the following:
 - (i) Customer fails to pay when due any amount to be paid under this Agreement and such failure continues for a period of five (5) business days after notice of overdue payment is delivered by Ameresco to Customer; or
 - (ii) any representation or warranty made by Customer in this Agreement or in any writing delivered by Customer pursuant hereto proves at any time to have been false, misleading or erroneous in any material respect as of the time when made; or
 - (iii) Customer fails to perform or meet any of its required duties or obligations under this Agreement and fails to cure such failure and the effects of such failure within thirty (30) days of receipt of written notice of default, unless such failures and effects cannot be completely cured within thirty (30) days after said written notice, in which case a default shall exist only if Customer does not commence and diligently pursue to cure such failure and effects as soon as possible; or
 - (iii) Customer goes into receivership, or makes an assignment for the benefit of creditors whether voluntary or involuntary, or a petition is filed by or against Customer under any bankruptcy, insolvency or similar law and such petition is not dismissed within sixty (60) days.
- (b) Ameresco shall be in default under this Agreement upon the occurrence of either of the following:
 - (i) Ameresco fails to perform or meet any of its required duties or obligations under this Agreement and fails to cure such failure or effects of such failure within thirty (30) days of receipt of written notice of default, unless such failure or effects of such failure cannot be completely cured within thirty (30) days after said written notice, in which case a default shall exist only if Ameresco does not commence and diligently pursue to cure such failure as soon as possible; or
 - (ii) Ameresco goes into receivership, or makes an assignment for the benefit of creditors whether voluntary or involuntary, or a petition is filed by or against Ameresco under any bankruptcy, insolvency or similar law and such petition is not dismissed within sixty (60) days.

SECTION 12 Remedies for Defaults.

- (a) In the event Customer defaults under this Agreement, Ameresco may:
- (i) bring actions for any remedies available at law or in equity or other appropriate proceedings for the recovery of direct damages, (including amounts past due), and/or bring an action in equity for specific performance; or
 - (ii) require Customer to pay (and Customer agrees that it shall pay) all out-of-pocket costs and expenses incurred by Ameresco as a result (directly or indirectly) of the event of default and/or Ameresco's actions under this Agreement, including, without limitation, any attorneys fees and expenses and all costs related to the repossession, safekeeping, storage, repair, reconditioning or disposition of any ECMs; or
 - (iii) without recourse to legal process, Ameresco may terminate this Agreement by delivery of written notice of termination.
- (b) In the event Ameresco defaults under this Agreement, Customer may terminate this Agreement and bring an action in law for direct damages.

SECTION 13 Dispute Resolution

Claims, disputes, or other matters in controversy ("**Claims**") arising out of or related to the Agreement or the Project shall be subject to mediation as a condition precedent to any and all remedies at law or in equity. If during the term of this Agreement a Claim arises concerning the Project or this Agreement, a representative from management of both Parties shall meet in person or by phone within ten (10) business days after either Party gives the other Party written notice of the Claim (the "Dispute Notice"). The Dispute Notice shall set forth in reasonable detail the aggrieved party's position and its proposal for resolution of the Claim. If the Claim is not resolved within 30 calendar days after the first meeting of the Parties, then the Parties shall endeavor to resolve the Claim by mediation. A request for mediation shall be made in writing and delivered to the other Party. The request may be made concurrently with the filing of any and all remedies at law or in equity but, in such event, mediation shall proceed in advance of any proceedings filed in a judicial forum, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period of time by agreement of the parties or court order.

The Parties shall share the fees of the mediation equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

If the parties do not resolve the Claim through informal dispute resolution or mediation, either Party is free to pursue any other available remedy in law or at equity.

SECTION 14 Termination.

At any time after the date of the Final Delivery and Acceptance Certificate, Customer may terminate this Agreement upon thirty (30) days prior written notice to Ameresco, provided that Customer has paid to Ameresco all amounts due as set forth in Section 4 (including, without limitation, pro-rata portions thereof accrued under Sections 4(b), (c) and (d) and on Attachment F (other than amounts due for future performance by Ameresco).

Termination of this Agreement for any reason shall terminate Ameresco's obligations with respect to the

Guarantee of Energy Savings, including any obligation to make payments pursuant to the Guarantee.

SECTION 15 Insurance.

Ameresco shall provide and maintain, at its expense, the following minimum insurance coverage where reasonable market availability for such insurance exists:

- (a) Workers' Compensation and Employer's Liability Insurance at the level required by law.
- (b) Commercial General Liability Insurance, including contractual liability: Bodily Injury per person, \$1 million; Bodily Injury per occurrence, \$1 million; Property Damage per occurrence, \$1 million; Personal Injury per occurrence, \$1 million.
- (c) Commercial Automobile Liability Insurance, including owned, non-owned and hired automotive equipment: Bodily Injury per person, \$1 million; Bodily Injury per occurrence, \$1 million; Property Damage per occurrence, \$1 million.
- (d) Commercial Umbrella Liability Insurance with a limit not less than \$5 million
- (e) Ameresco shall, after receipt of the Notice to Proceed and prior to the commencement of construction, deliver to Customer payment and performance bonds in a sum equal to the Contract Cost (the "*Payment and Performance Bonds*") with sureties licensed by the Commonwealth of Massachusetts and reasonably satisfactory to Customer. Such Payment and Performance Bonds shall be in form and substance reasonably satisfactory to Customer and shall be conditioned upon the faithful performance by Ameresco, for the implementation of the ECMs. The Payments and Performance Bonds shall only apply to the installation portion of this Agreement and do not apply in any way to energy savings guarantees, payments or maintenance provisions, except that the performance bond shall guarantee that the installation will be free of defective materials and workmanship for a period of twelve (12) months following completion and acceptance of the work.
- (f) Customer shall provide and maintain insurance as described in Section 10(i).
- (g) Ameresco shall deliver to Customer a certificate of insurance naming Customer as an additional insured party, evidencing the coverages provided under subsections (b) and (c) above, and providing Customer with at least thirty (30) days notice of cancellation.

SECTION 16 Indemnification.

- (a) Anything in this Agreement to the contrary notwithstanding, neither Party nor its respective officers, directors, agents, employees, parent, subsidiaries or affiliates or their officers, directors, agents or employees shall be liable to any other Party, or its parent, subsidiaries, affiliates, officers, directors, agents, employees, successors or assigns, or their respective insureds, for any incidental, indirect, punitive or consequential damages, connected with or resulting from performance or non-performance of this Agreement (irrespective of whether such claim of liability is based upon breach of warranty, strict liability, tort, contract, operation of law or otherwise) or anything done in connection therewith including, without limitation, claims in the nature of lost revenues, income or profits (other than payments expressly required and properly due under this Agreement), or increased expense of, reduction in or loss of power generation production or equipment used therefor.
- (b) Ameresco's total aggregate liability for any and all injuries, damages, claims, losses, expenses or claim expenses (including attorney's fees) arising out of this Agreement from all causes or any causes, regardless of the legal theory under which liability is imposed, shall in all cases be limited to the sum of the payments received by Ameresco under Section 4. Such causes shall include, but not

be limited to, Ameresco's negligence, errors, omissions, strict liability, breach of contract, warranty, breach of warranty or any indemnified claims.

- (c) Ameresco agrees to indemnify and hold Customer harmless from and against any and all third party claims for damages but only to the extent such damages arise by reason of bodily injury, death or damage to property caused by Ameresco's negligence or willful misconduct. In no event, however, shall Ameresco be obligated to indemnify Customer to the extent that any such injury or damage is caused by the negligence of Customer or any entity for which Customer is legally responsible.
- (d) Customer agrees to indemnify and hold harmless Ameresco, its officers, agents and employees, from and against any and all third party claims for damages but only to the extent such damages arise by reason of bodily injury, death or damage to property caused by Customer's negligence or willful misconduct. In no event, however, shall Customer be obligated to indemnify Ameresco to the extent that such injury or damage is caused by the negligence of Ameresco or any entity for which Ameresco is legally responsible.

SECTION 17 Agreement Interpretation and Performance.

The interpretation and performance of this Agreement, and the interpretation and enforcement of the rights of the Parties hereunder, shall be construed in accordance with and governed by the laws of the Commonwealth of Massachusetts. In the event of any ambiguity or conflict in meaning, the terms of this Agreement shall not be construed against the drafting Party based upon that Party's having drafted this Agreement.

SECTION 18 Privileged and Proprietary Information.

Ameresco's systems, means, cost, and methodologies of evaluating, implementing, accomplishing and determining energy savings and the terms of this Agreement for the Project shall be considered privileged and proprietary information. Customer shall use the same level of effort to protect and safeguard such information as it employs to safeguard its own confidential information. Customer shall not disclose such proprietary information without the express written consent of an officer of Ameresco unless required to do so by statute or regulation. When any request for disclosure of such information is made under any applicable freedom of information law (the "**FOIL**"), Customer shall provide prompt verbal and written notice to Ameresco such that Ameresco will have the opportunity to timely object under the FOIL should it desire to object to such disclosure of that information in whole or in part. In the event that Customer is required to make a filing with any agency or other governmental body, which includes such information, Customer shall notify Ameresco and cooperate with Ameresco in order to seek confidential treatment of such information included within any such filing or, if all such information cannot be protected from disclosure, to request that Customer be permitted to redact portions of such information, as Ameresco may designate, from that portion of said filing which is to be made available to the public.

SECTION 19 Severability.

Any term or provision of this Agreement that is declared invalid by any court of competent jurisdiction, shall not affect the validity or enforceability of the remaining terms and provisions of this Agreement.

SECTION 20 Assignments and Subcontracting.

- (a) Ameresco may use subcontractors and/or subconsultants in meeting its obligations hereunder and as set forth in Attachment F.
- (b) Customer shall not assign, transfer, or otherwise dispose of, in whole or in part, this Agreement, the ECMs, or any interest therein, or sublet or lend the ECMs or permit the ECMs to be used by anyone other than Customer and Customer's employees without the prior express written consent of

Ameresco (or, if applicable, the Lessor) such consent not to be unreasonably withheld, conditioned or delayed. If Customer transfers ownership of or its interest in the Property without the prior written consent of Ameresco, this Agreement shall terminate automatically.

- (c) Ameresco shall not assign this Agreement, in whole or in part, to any other party without first obtaining the written consent of Customer, which consent shall not be unreasonably withheld, conditioned or delayed. The foregoing notwithstanding, Ameresco may assign, without the prior written consent of Customer, its (i) rights and obligations under this Agreement, in whole or in part, to any affiliated or associated company of Ameresco and (ii) rights for payments under this Agreement to any financial institution, lender or investor in connection with a leasing or financing arrangement for the ECMs. Ameresco will notify Customer ten (10) business days prior to any such assignment and Customer agrees to acknowledge receipt of such notice in writing within three (3) business days after such notice.

SECTION 21 Waiver.

The failure of either Party to require compliance with any provision of this Agreement shall not affect that Party's right to later enforce the same. It is agreed that the waiver by either Party of performance of any term of this Agreement or of any breach thereof will not be held or deemed to be a waiver by that Party of any subsequent failure to perform the same or any other term or condition of this Agreement or any breach thereof.

SECTION 22 Force Majeure.

- (a) If either Party shall be unable to carry out any part of its obligations under this Agreement (except Customer's obligation to make payments when due) due to causes beyond its control ("**Force Majeure**"), including but not limited to an act of God, strikes, lockouts or other industrial disturbances, acts of public enemies, acts of terrorism, epidemic, pandemic, orders or restraints of any kind of the government of the United States or any state or any of their departments agencies or officials or any other civil governmental, military or judicial authority, war, blockage, insurrection, riot, sudden action of the elements, fire, explosion, flood, earthquake, storms, drought, landslide, or explosion or nuclear emergency, this Agreement shall remain in effect but the affected Party's obligations shall be suspended for a period equal to the disabling circumstances, provided that:
- (i) the non-performing Party gives the other Party prompt written notice describing the particulars of the Force Majeure, including but not limited to the nature of the occurrence and its expected duration, and continues to furnish timely regular reports with respect thereto during the period of Force Majeure;
 - (ii) the suspension of performance is of no greater scope and of no longer duration than is required by the Force Majeure;
 - (iii) no obligations of either Party that arose before the Force Majeure causing the suspension of performance are excused as a result of the Force Majeure;
 - (iv) the non-performing Party uses reasonable efforts to remedy its inability to perform; and
 - (v) the Term, at Ameresco's option, shall be extended for a period equal to the number of days that the Force Majeure prevented the non-performing Party from performing.
- (b) Any decision by Customer to close or change the use of the facilities or ECMs at the Property shall not constitute a Force Majeure excusing Customer's performance under this Agreement.

SECTION 23

Contract Documents.

- (a) Upon execution of this Agreement by both Parties, this Agreement and its Attachments (including the IGA attached as a part of Attachment B) shall constitute the entire Agreement between the Parties relating to the subject matter hereof, and shall supersede all proposals, previous agreements, discussions, correspondences, and all other communications, whether oral or written, between the Parties relating to the subject matter of this Agreement.
- (b) Section headings used herein are for the convenience of reference only and are not to be construed as a part of this Agreement.
- (c) This Agreement may not be modified or amended except in writing signed by the Parties.
- (d) The Scope of Services may be expanded by mutual consent of the Parties to include subsequent phases of work at the Property or at other Customer facilities. In such case, the Parties shall enter into a written agreement, which may be in the form of an amendment to this Agreement, to set forth the rights and obligations of the Parties, such written agreement to be in form and substance acceptable to both Parties.

SECTION 24

Notices.

All notices, requests, demands, claims and other communications hereunder shall be in writing. Any notice, request, demand, claim or other communication hereunder (other than regularly scheduled payments) shall be deemed properly given or made upon receipt if delivered in person or sent by electronic facsimile with regular mail follow-up, or two business days after being deposited in the mail if sent by registered or certified mail, return receipt requested, postage prepaid, or the next business day if sent by overnight delivery service, in each case, addressed as follows:

CITY OF FALL RIVER

Fall River Public Schools
417 Rock Street
Fall River, Massachusetts 02720
Attention: Kenneth C. Pacheco
Chief Operating Officer
Facsimile: 508-675-8462

With a certified copy to:

Alan J. Rumsey
Corporation Counsel
City of Fall River
One Government Center
Fall River, Massachusetts, 02720

AMERESCO, INC.

111 Speen Street, Suite 410

Framingham, Massachusetts 01701
Attention: Peter N. Christakis
Senior Vice President

With a copy to: General Counsel at the
same address

Either Party may change such address from time to time by written notice to the other Party.

SECTION 25

Records.

To assist Ameresco in its performance of this Agreement, Customer shall (to the extent it has not already done so) furnish (or cause its energy suppliers and transporters to furnish) to Ameresco, upon its request, accurate and complete data (kept by Customer or Customer's energy suppliers and transporters in the regular course of their respective businesses) concerning energy usage for the existing facilities at the Property. Such records

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shall include, without limitation, the following data for the most current thirty-six (36) month period: (i) utility records; (ii) occupancy information; (iii) descriptions of any changes in building structure or heating, cooling or other systems or energy requirements; (iv) descriptions of all energy consuming or saving equipment used on Property; and (v) descriptions of all energy management procedures presently utilized. If requested by Ameresco, Customer shall also provide any prior energy analyses of the Property to the extent reasonably available.

SECTION 26 Representations and Warranties.

Each Party warrants and represents to the other that:

- (a) it has all requisite power, authority, licenses, permits and franchises, corporate or otherwise, to execute and deliver this Agreement and perform its obligations hereunder;
- (b) its execution, delivery and performance of this Agreement have been duly authorized by, and are in accordance with, as to Ameresco, its organic instruments and, as to Customer, by all requisite municipal, city council or other action and are not in breach of any applicable law, code or regulation;
- (c) this Agreement has been duly executed and delivered by the signatories so authorized, and constitutes its valid and binding obligation;
- (d) its execution, delivery and performance of this Agreement shall not result in a breach or violation of, or constitute a default under, any agreement, lease or instrument to which it is a party or by which it or its properties may be bound or affected;
- (e) it has not received any notice of, nor to the best of its knowledge there is no, pending or threatened violation of any applicable laws, ordinances, regulations, rules, decrees, awards, permits or orders which would materially adversely affect its ability to perform its obligations hereunder; and
- (f) the persons executing this Agreement are duly authorized to do so.
- (g) Customer represents and warrants to Ameresco that Customer has obtained all necessary governmental, legal, administrative and any other approval necessary for it to enter into this Agreement.

SECTION 27 Independent Contractor.

Nothing in this Agreement shall be construed as reserving to Customer any right to exercise any control over or to direct in any respect the conduct or management of business or operations of Ameresco. The entire control or direction of such business and operations shall be in and shall remain in Ameresco, subject only to Ameresco's performance of its obligations under this Agreement. Neither Ameresco nor any person performing any duties or engaged in any work on the Property on behalf of Ameresco shall be deemed an employee or agent of Customer. Nothing in this Section shall be deemed to be a waiver of Customer of the right to use its property. Customer and Ameresco are independent of one another and shall have no other relationship relating to or arising out of this Agreement. Neither Party shall have or hold itself out as having the right or authority to bind or create liability for the other by its intentional or negligent act or omission, or to make any contract or otherwise assume any obligation or responsibility in the name of or on behalf of the other Party.

SECTION 28 Additional Representations and Warranties of Customer.

Customer hereby warrants and represents to Ameresco that:

- (a) Customer intends to continue to use the Property in a manner reasonably similar to its present use;
- (b) Customer does not intend to make any changes to the electrical and thermal consumption characteristics of the Property from those which existed during the base period except as may have been disclosed in writing by Customer to Ameresco prior to the date of this Agreement;
- (c) Customer has provided Ameresco with all records heretofore requested by Ameresco (and, in that regard, Ameresco acknowledges that it has received base period data from Customer which appear to be complete as of the date of this Agreement) and that the information set forth therein is, and all information in other records to be subsequently provided pursuant to this Agreement shall be, true and accurate in all material respects except as may be disclosed by Customer in writing;
- (d) Customer has not entered into any contracts or agreements for the Property with persons or entities other than Ameresco regarding the provision of the services referenced herein.
- (e) Since the date of the IGA, there has been no change, event, circumstance or development that has or could reasonably be expected to have a material adverse effect on (i) the operation or condition of the Property, (ii) the energy usage at the Property, or (iii) the ability of Customer to perform its obligations hereunder.

SECTION 29 Absence of Fraud or Collusion.

Ameresco hereby certifies, by its execution of this Agreement, that no official or employee of Customer has any pecuniary interest in this Agreement or in the expected profits to arise hereunder, and that this Agreement is made in good faith without fraud or collusion with any other person involved in the bidding process.

SECTION 30 Negligent/Wrongful Acts.

It is understood and agreed that neither Party to this Agreement shall be liable for any negligent or wrongful acts, either of commission or omission, chargeable to the other, unless such liability is imposed by law, and that this Agreement shall not be construed as seeking to either enlarge or diminish any obligation or duty owed by one Party against the other or against third parties.

SECTION 31 Further Documents and Events.

The Parties shall execute and deliver all instruments and documents and perform all further acts that may be reasonably necessary to effectuate the provisions of this Agreement. Ameresco agrees to execute and deliver all documents reasonably required to release any lien held by Ameresco or its assignees upon the termination of this Agreement and payment of all amounts required to be paid by Customer to Ameresco pursuant to this Agreement. Customer agrees to execute and deliver all documents which may be required by an entity which provides funds for any financing contemplated herein and to cooperate with Ameresco in obtaining such funds. Customer agrees to execute and deliver all instruments and documents which may be required to obtain all licenses, permits and governmental approvals required by Ameresco for installation and operation of the ECMs. Customer agrees that Ameresco shall have the right to all environmental, energy, tax, financial, and electrical-related attributes, rights, credits, benefits and characteristics associated with or arising out of the transactions contemplated by this Agreement or associated with the ECMs or with the energy, capacity or other electrical savings created under this Agreement, howsoever created or recognized in the United States, any political subdivision thereof or any foreign jurisdiction (other than dollar savings realized by Customer from reductions in Customer's energy use or other operating costs). Customer shall provide Ameresco all reasonable assistance in perfecting its rights to such attributes, rights, credits, benefits and characteristics. Ameresco's obligations hereunder are subject to obtaining all such required licenses, permits and governmental approvals.

SECTION 32 [Intentionally Omitted.]

SECTION 33 **Third Party Beneficiaries.**

Except as may be specifically provided for in this Agreement, the Parties hereto do not intend to create any rights for, or grant any remedies to, any third party beneficiary of this Agreement.

SECTION 34 **Notifications of Governmental Action - Occupational Safety and Health.**

The Parties agree to notify each other as promptly as is reasonably possible upon becoming aware of an inspection under, or any alleged violation of, the Occupational Safety and Health Act or any other provision of federal, state or local law rule or regulation relating in any way to the undertakings of either Party under this Agreement.

SECTION 35 **References.**

Unless otherwise stated all references to a particular "*Attachment*" or to "*Attachments*" are to the referenced Attachment or Attachments which are attached to this Agreement and all such referenced Attachments are incorporated by reference within this Agreement. All references herein to a Section or subsection shall refer to a Section or a subsection, as the case may be, of this Agreement unless this Agreement specifically provides otherwise.

* * * * *

IN WITNESS WHEREOF, the duly authorized officers or representatives of the Parties have set their hand on the date first written above with the intent to be legally bound.

MAYOR

Authorized Signature

Name

Title

AMERESCO, INC.

Authorized Signature

Name

Title

CORPORATION COUNSEL

Authorized Signature

Name

Title

SUPERINTENDENT OF SCHOOLS

Authorized Signature

Name

Title

CITY AUDITOR

Authorized Signature

Name

Title

CHIEF FINANCIAL OFFICER, FRPS

Authorized Signature

Name

Title

[Signature page to Energy Services Agreement]

ATTACHMENT A**PROPERTY DESCRIPTION**

The following buildings, facilities, and areas, which are owned and operated by Customer, (the "Property") are included in the Scope of Services detailed in Attachment B:

Facility	Address
Henry Lord Middle School	151 Amity Street
Frank M. Silvia Elementary School	1899 Meridian Street
Spencer Borden Elementary School	1400 President Avenue
Edmund P. Talbot Middle School	124 Melrose Street

ATTACHMENT B

SCOPE OF SERVICES

DESCRIPTION OF THE ENERGY CONSERVATION MEASURES ("ECMs") AND EQUIPMENT

This Attachment B provides a description of existing equipment and the ECMs and related equipment to be installed by Ameresco at the facilities scheduled on Attachment A. Installation of the ECMs and the included equipment is subject to change if Ameresco discovers unforeseen conditions at the Property that render its preliminary analysis of the Property inaccurate, or significantly affect Ameresco's anticipated economic benefit or the Guarantee of Energy Savings.

This Attachment B includes by reference the IGA dated as of December 5, 2022 for the Property and submitted under separate cover.

The following table summarizes the ECMs recommended and described in the IGA that are incorporated into the Scope of Services:

City of Fall River Energy Conservation Measures (ECMs)		EMS Upgrade / Replacement	AHU/Rooftop Unit Replacement	Unit Ventilator Replacement	Heat Pump Conversion
Facility		2	6	10	12
Henry Lord Middle School		X	X	X	
Frank M. Silvia Elementary School		X	X		
Spencer Borden Elementary School		X			
Edmund P. Talbot Middle School					X

ATTACHMENT C
NOTICE TO PROCEED
 [PLACE ON CUSTOMER LETTERHEAD]

Mr. Peter N. Christakis
 Senior Vice President
 Ameresco, Inc.
 111 Speen Street, Suite 410
 Framingham, MA 01701

SUBJECT: NOTICE TO PROCEED

Dear Mr. Christakis:

In accordance with Section 1(a) of the Energy Services Agreement (the "*ESA*") dated as of _____, 2020, by and between the City of Fall River ("*Customer*") and Ameresco, Inc. ("*Ameresco*"), Customer hereby submits to Ameresco this Notice to Proceed in relation to the Scope of Services as defined in the *ESA*.

Sincerely,

CITY OF FALL RIVER

By: _____
 Duly Authorized Signatory
 Name: _____
 Title: _____
 Date: _____

ATTACHMENT D
FINAL DELIVERY AND ACCEPTANCE CERTIFICATE
[PLACE ON CUSTOMER LETTERHEAD]

Mr. Peter N. Christakis, Senior Vice President
Ameresco, Inc.
111 Speen Street, Suite 410
Framingham, Massachusetts 01701

Re: Energy Services Agreement (the "ESA"; capitalized terms used and not defined herein shall have the meanings given to such terms in the ESA) dated as of _____, 2020 by and between the City of Fall River ("Customer") and Ameresco, Inc. ("Ameresco")

Dear Mr. Christakis:

Customer hereby acknowledges its receipt and acceptance of all ECMs described in Attachment B of the ESA as installed and in good working condition.

Sincerely,

CITY OF FALL RIVER

By: _____
Duly Authorized Signatory

Name: _____

Title: _____

Date accepted: _____

ATTACHMENT E**DETERMINATION OF ENERGY COST SAVINGS**

Annual Energy Cost Savings shall be defined as the summation of the savings resulting from the ECM calculations, plus the operational and maintenance savings. Such savings calculations are as per Section 7 of the IGA dated December 5, 2022, which is incorporated in Attachment B.

ATTACHMENT F

CONTRACT COST AND ANNUAL SERVICES

(a) **Contract Cost:** Customer shall pay to Ameresco, an amount not to exceed Fourteen Million Nine Hundred Ninety Eight Thousand Seven Hundred Eighty One Dollars and No Cents (\$14,998,781) (as adjusted and/or modified from time to time as described below) (the "**Contract Cost**") in accordance with the terms described in Section 4 of this Agreement and the Open Book Pricing method described below. The Contract Cost shall be comprised of the sum of the Direct Pricing plus the Indirect Pricing (as such terms are defined below) plus the Investment Grade Audit fee (Preconstruction Services described in Section 1(a)(i) of this Agreement). The Contract Cost shall be revised from time to time based upon the agreed upon Direct Pricing.

Open Book Pricing

Direct Pricing means:

Prior to the implementation of the work, Ameresco shall solicit pricing from no more than three subcontractors / equipment providers for each ECM and to the extent possible, shall use the most competitive and qualified subcontractor / equipment provider to implement the work relating to such ECM (the "**Direct Pricing**"). The number of subcontractors solicited per ECM (in accordance with the preceding sentence) and the determination of subcontractor qualification shall be in Ameresco's discretion and subject to Customer's approval, such approval not to be unreasonably withheld, conditioned, or delayed. Ameresco and Customer may mutually agree upon any portion of the Direct Pricing without solicitation of competitive pricing from subcontractors.

"Indirect Pricing" means all:

- **Design Oversight:** Ameresco design and Ameresco oversight of ECMs as well as Ameresco staff overseeing subcontracted design professionals.
- **Construction Management:** Ameresco staff providing management of the project and subcontractors throughout the construction term.
- **Equipment Commissioning:** Ameresco staff performing and overseeing commissioning activities required to ensure system is functional and meets the design intent.
- **Travel, Administration, and Development:** Ameresco travel to and from the project site, Ameresco staff working on the administration of the project including subcontractor agreements and general contract compliance, and cost incurred in the initial development of the proposal to Customer.
- **Overhead and Profit:** Ameresco's recovery of corporate overhead and recognition of profit

Indirect Pricing shall be calculated based upon the Direct Pricing. Indirect Pricing shall equal the product of (i) the Direct Pricing and (ii) a multiplier as per the Markup table below.

Project Item/Scope Item Type	Contract Price	Indirect Costs/Overhead	On-site Labor	Materials	Building Services & Trade Support	Air Pollution Control Equipment	Food Service	Travel	Off-site Construction	Utilities	Risk Retention	Construction Management Fee	Value Added Tax/Other Taxes
Indirect Costs													
Investment Grade Energy Audit	*(1)	*(1)	*(1)	*(1)	*(1)	*(1)	*(1)	*(1)	*(1)	*(1)	*(1)	*(1)	*(1)
Engineering, Design and Spec	3.00%	6.75%	6.00%	6.00%	3.50%	5.00%	2.00%	2.00%	3.00%	3.00%	3.00%	7.00%	3.00%
Project Management	3.50%	4.50%	3.50%	4.00%	3.50%	3.50%	3.00%	3.50%	3.50%	3.50%	3.50%	4.00%	3.50%
On-site Construction Management	2.00%	4.25%	3.50%	3.50%	3.75%	2.75%	3.50%	3.50%	2.00%	2.00%	2.50%	3.50%	2.00%
Commissioning	1.50%	1.75%	1.75%	2.00%	1.50%	1.50%	1.50%	1.50%	1.50%	1.00%	1.00%	1.50%	1.00%
Training	0.75%	1.25%	0.75%	1.50%	1.00%	1.00%	1.00%	1.00%	1.00%	1.00%	1.00%	1.00%	1.00%
M&V During Construction	1.60%	1.60%	1.60%	1.60%	1.60%	1.60%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Cost of Risk	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	1.80%	1.80%	1.80%	1.80%	1.80%	1.80%	1.80%
P&P Bonds *(2)	1.80%	1.80%	1.80%	1.80%	1.80%	1.80%	0.75%	0.75%	0.75%	0.75%	0.75%	0.75%	0.75%
Construction Interest *(3)	0.75%	0.75%	0.75%	0.75%	0.75%	0.75%	1.25%	1.25%	1.25%	1.25%	1.25%	1.25%	1.25%
Travel	1.25%	1.25%	1.25%	1.25%	1.25%	1.25%	1.25%	1.25%	1.25%	1.25%	1.25%	1.25%	1.25%
Site Conditions	*(4)	*(4)	*(4)	*(4)	*(4)	*(4)	*(4)	*(4)	*(4)	*(4)	*(4)	*(4)	*(4)
Hazardous Waste	*(5)	*(5)	*(5)	*(5)	*(5)	*(5)	*(5)	*(5)	*(5)	*(5)	*(5)	*(5)	*(5)
Other - Warranty	0.75%	0.75%	0.75%	0.75%	0.75%	0.75%	0.75%	0.75%	0.75%	0.75%	0.75%	0.75%	0.75%
TOTAL	16.90%	24.65%	21.65%	23.15%	19.40%	18.90%	17.15%	17.15%	17.15%	17.15%	17.65%	24.15%	17.15%
Overhead	12.00%	12.00%	12.00%	12.00%	12.00%	12.00%	12.00%	12.00%	12.00%	12.00%	12.00%	12.00%	12.00%
Profit	8.00%	8.00%	8.00%	8.00%	8.00%	6.90%	8.00%	8.00%	8.00%	8.00%	8.00%	8.00%	8.00%
Markup	1.4028	1.4958	1.4598	1.4778	1.4328	1.4388	1.4058	1.4058	1.4058	1.4058	1.4118	1.4998	1.4058

Any cost not specifically included in the Indirect Pricing shall be included in the Direct Pricing, inclusive of all materials, labor, and other services or fees required to successfully implement the Scope of Services.

In the event the Contract Cost is anticipated to exceed the "not to exceed" amount stated above, the Parties hereby agree to modify the Scope of Services in order to remain within the stated maximum. In the event an entire ECM is removed as a result of such modification, Customer agrees to compensate Ameresco for all Indirect Pricing incurred for such ECM.

Any Change Orders to the Scope of Services shall follow the same approach described herein.

(b) **Operations and/or Maintenance:** [Not applicable.]

(c) **Monitoring:** The cost of Monitoring Services in this Agreement are as follows:

Year	Monitoring
1	\$6,374
2	\$6,565
3	\$6,762
4	\$6,965
5	\$7,174
6	\$7,389
7	\$7,611
8	\$7,839
9	\$8,074
10	\$8,316

11	\$8,566
12	\$8,823
13	\$9,087
14	\$9,360
15	\$9,641
16	\$9,930
17	\$10,228
18	\$10,535
19	\$10,851
20	\$11,176

(d) **Other Annual Services:** [Not applicable.]

(e) **Extended Warranty:** [Not applicable.]

ATTACHMENT G

CHANGE ORDER FORM

(Request & Agreement for change in Plans and/or Specifications and/or Contract)

Change Request No.: _____

Customer: _____

Department: _____

Project No.: _____ Contract No.: _____ Site: _____

Title: _____

I. REQUEST

Date: _____

(a) Requested by: _____

(b) Description of change: _____

II. AMERESCO'S AGREEMENT

For all costs involved in this change including extensions of time herein requested Ameresco proposes to perform the work described in accordance with the provisions of the subject Agreement and certifies that the attached cost data is accurate, complete and current, and mathematically correct.

Payment shall be made on the basis of:

☐ (a) Predetermined lump sum total of: (add) (deduct)

\$ _____

☐ (b) Lump sum "not-to-exceed": (add) (deduct)
 (Max. price based on contract or negotiated unit prices)

\$ _____

☐ (c) Time & Material Basis "not-to-exceed": (add) (deduct)
 (Computed in accordance with provisions of the Contract)

\$ _____

Place an "X" beside selected proposal method and strike out either (add) or (deduct) whichever does not apply. If necessary, attach detailed estimates and breakdown for above in accordance with change order instruction. A claim for work performed under protest shall be submitted per (c) above.

An extension of contract time of _____ calendar days to _____ is requested.

Ameresco: _____ by: _____ Date: _____
 (name and title) (signature)

CUSTOMER APPROVAL:

Date: _____

Customer _____

By: _____

Title: _____

Contract Award

\$ _____

Previous Additions

\$ _____

Previous Deductions

\$ _____

Net Total

\$ _____

This Change

\$ _____

Total

\$ _____

ATTACHMENT H
MAINTENANCE SERVICES

Except as otherwise provided in Section 10(b) of this Agreement, Ameresco will provide the following maintenance services on the equipment listed below (installed under this Project) during the Term and at the cost to Customer as set forth in Section 4 and Attachment F of this Agreement. Detailed terms and conditions relating to this maintenance service are included in this Attachment.

NO MAINTENANCE SERVICES ARE INCLUDED

ATTACHMENT I

CERTIFICATE OF SUBSTANTIAL COMPLETION

PROJECT NAME & ADDRESS:

PROJECT NO.:
CONTRACT DATE:
DESCRIPTION:

The installation of [list each ECM being accepted with this certificate] under the Agreement has/have been reviewed and found to be substantially complete. The date of Substantial Completion of the forgoing ECM(s) is hereby established as:

SUBSTANTIAL COMPLETION DATE:_____

The date of Substantial Completion of an ECM is the date certified by Customer when such ECM is sufficiently complete in accordance with the Agreement so that Customer derives beneficial use thereof.

The Substantial Completion date set forth above is the date of commencement of applicable warranties for such ECM(s), as required by the Agreement. A list of items to be completed or corrected is identified below as punchlist items. The failure to include any items on such punchlist does not alter the responsibility of Ameresco to complete all work in accordance with the Agreement.

CONTRACTOR: Ameresco, Inc., 111 Speen Street, Suite 410, Framingham, Massachusetts 01701

AUTHORIZED SIGNATURE: _____ **DATE:** _____
NAME: _____
 (type or print)

CUSTOMER: City of Fall River , One Government Center, Fall River, MA 02722

AUTHORIZED SIGNATURE: _____ **DATE:** _____
NAME: _____
 (type or print)

PUNCHLIST ITEMS

Attach additional page(s) as necessary. Number of pages attached _____

ATTACHMENT J
STANDARDS OF SERVICE & COMFORT

In general, the space temperature will be maintained as follows:

Heating Season - (Sept. - May)

Space	Maximum average temperature
Occupied	68 deg F
Unoccupied	50 deg F
Storage area requiring heat	40 deg F, except where existing use does not permit
Areas not requiring heat	Minimum temperature required to prevent damage to the facility.

Cooling Season (May - Sept.)

Space	Minimum average temperature
Occupied	76 deg F
Unoccupied	N/A
Storage area requiring cooling	N/A
Areas not requiring cooling	N/A

ATTACHMENT K
TEST INSTALLATION ACCEPTANCE LETTER

[PLACE ON CUSTOMER LETTERHEAD]

Date _____

Mr. Peter N. Christakis
Senior Vice President
Ameresco, Inc.
111 Speen Street
Suite 410
Framingham, MA 01701

Re: Energy Services Agreement (the "*ESA*"; capitalized terms used and not defined herein shall have the meanings given to such terms in the *ESA*) dated as of _____, 2020 by and between the City of Fall River ("*Customer*") and Ameresco, Inc. ("*Ameresco*")

Dear Mr. Christakis:

Customer has reviewed samples of certain ECMs (as set forth on the list attached hereto) to be installed pursuant to the *ESA*. Customer hereby approves such ECMs and, if applicable, their respective lighting levels, for installation in Customer's Property located at [_____]. Ameresco and its lenders may rely upon Customer's approval herein for the purpose of procuring such ECMs to be used in the performance of the *ESA*.

Sincerely,

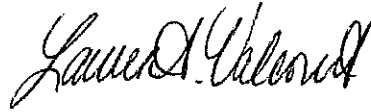
By: _____
Duly Authorized Signatory
Name: _____
Title: _____
Date: _____

CITY OF FALL RIVER

To the City Council

Councillors:

The Committee on Ordinances and Legislation, at a meeting held on January 31, 2023, voted unanimously to recommend the accompanying proposed ordinance, accompanied by an emergency preamble, be passed through first reading, second reading, passed to be enrolled and passed to be ordained, with Councilor Pamela S. Laliberte absent and not voting.



Clerk of Committees

City of Fall River, In City Council

EMERGENCY PREAMBLE

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

BE IT RESOLVED, that said ordinance is hereby deemed an emergency measure in accordance with the provisions of Section 2-9(b) of the City Charter.

City of Fall River, *In City Council*

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

That Chapter 70 of the Code of the City of Fall River, Massachusetts, 2018, which chapter relates to traffic be amended as follows:

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

Name of Street	Side	Location
Beattie Street	North	Starting at a point 44 feet west of Oak Grove Avenue for a distance of 20 feet westerly
Campbell Street	South	Starting at a point 250 feet south of Pleasant Street for a distance of 20 feet southerly
East Main Street	East	Starting at a point 173 feet north of Dwelly Street for a distance of 20 feet northerly
Fountain Street	West	Starting at a point 85 feet south of William Street For a distance of 20 feet southerly
Lebanon Street	North	Starting at a point 67 feet west of Quequechan Street for a distance of 20 feet westerly
Mulberry Street	East	Starting at a point 175 feet north of Division Street for a distance of 20 feet northerly
Pokross Street	North	Starting at a point 441 feet east of Bay Street
Slade Street	North	Starting at a point 162 feet west of Fenner Street for a distance of 20 feet westerly
Wamsutta Street	South	Starting at a point 354 feet east of Quequechan Street For a distance of 20 feet easterly

CITY OF FALL RIVER

To the City Council

Councillors:

The Committee on Ordinances and Legislation, at a meeting held on January 31, 2023, voted unanimously to recommend that the accompanying proposed ordinance be passed through first reading, as amended, with Councilor Pamela S. Laliberte absent and not voting.


Clerk of Committees

City of Fall River, In City Council

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

That Chapter 70 of the Code of the City of Fall River, Massachusetts, 2018, which chapter relates to traffic be amended as follows:

Section 1.

By inserting in Section 70-385, which section relates to loading zone only, the following:

Name of Street	Side	Location
Nashua Street	South	Starting at a point 56 feet west of Lawrence Street, for a distance of 35 feet westerly

Section 2.

By striking out in Section 70-387, which section relates to handicapped parking the following:

Name of Street	Side	Location
Second Street	West	Starting at a point 351 feet north of Middle Street for a distance of 20 feet northerly
Third Street	West	Starting at a point 76 feet south of Branch Street, for a distance of 20 feet southerly
Albion Street	West	Starting at a point 415 feet south of Bedford Street, for a distance of 20 feet southerly
Barnaby Street	West	Starting at a point 245 feet south of Lincoln Avenue, for a distance of 20 feet southerly
Bowen Street	West	Starting at a point 188 feet south of Charles Street, for a distance of 20 feet southerly
Dover Street	North	Starting at a point 84 feet west of Lonsdale Street for a distance of 20 feet westerly
Eastern Avenue	West	Starting at a point 357 feet north of County Street for a distance of 20 feet northerly
Flint Street	West	Starting at a point 208 feet north of Pleasant Street for a distance of 20 feet northerly
Forest Street	West	Starting at a point 171 feet north of Park Street for a distance of 20 feet northerly
French Street	South	Starting at a point 102 feet east of Rock Street for a distance of 20 feet easterly
Grove Street	East	Starting at a point 61 feet south of Woodbine Place for a distance of 20 feet southerly
Hall Street	North	Starting at a point 282 feet east of Church Street for a distance of 20 feet easterly
Jencks Street	West	Starting at a point 20 feet north of Alden Street for a distance of 20 feet northerly
Locust Street	South	Starting at a point 60 feet west of Seabury Street for a distance of 20 feet southerly
Norfolk Street	North	Starting at a point 21 feet east of Fulton Street for a distance of 20 feet easterly
Plymouth Avenue	West	Starting at a point 56 feet south of Lyon Street for a distance of 20 feet southerly
Pokross Street	North	Starting at a point 652 feet west of Bowen Street for a distance of 20 feet westerly
Ridge Street	West	Starting at a point 124 feet south of Cottage Street for a distance of 20 feet southerly
Shove Street	West	Starting at a point 20 feet north of Broad Street for a distance of 25 feet northerly
Sprague Street	South	Starting at a point 212 feet east of South Beach Street for a distance of 20 feet easterly

Tecumseh Street	North	Starting at a point 176 feet west of Blackstone Street for a distance of 20 feet westerly
Tower Street	North	Starting at a point 212 feet east of Bates Street for a distance of 20 feet easterly
Washington Street	West	Starting at a point 161 feet north of Union Street for a distance of 20 feet northerly
Webster Street	West	Starting at a point 94 feet north of Alden Street for a distance of 20 feet northerly
Wooley Street	East	Starting at point 194 feet south of Hamlet Street for a distance of 20 feet southerly

J C The Law Offices of
M III JOHN C. MANOOG III

Hyannis Office
450 South Street
Hyannis, MA 02601
Phone: (508) 775-0088
Fax: (508) 775-0176

Please direct all correspondence to the Hyannis office

Plymouth Office
4 Court Street, Suite 212
Plymouth, MA 02360
Phone: (508) 747-9888

RECEIVED

2023 JAN 30 P 3:09

CITY CLERK 22-78A
FALL RIVER, MA

January 20, 2023

City of Fall River
Attn: City Clerk
One Government Center Room 227,
Fall River, MA 02722

RE: Presentment of Claim Pursuant to G.L. c. 258, § 4 and M.G.L. c. 84, §18.
Our Client: Anita Sanchies
Date of Loss: February 28, 2022, Approximately 2:05 p.m.
Location of Accident: Frank M. Silvia Elementary School

Dear Sir or Madam,

As you may be aware, this office represents Anita Sanchies relative to her claims for personal injuries sustained on or about February 28, 2022, while on the property of your client, otherwise known as Frank M. Silvia Elementary School, located in Fall River, Massachusetts. Please take this letter as my client, Anita Sanchies', formal demand for settlement and presentment of claim pursuant to M.G.L. c. 258 §4 and c. 84, §18.

Summary of Facts:

On or about February 28, 2022, Anita Sanchies was on the property of your insured, otherwise known as Frank M. Silvia Elementary School, located in Fall River, Massachusetts. Ms. Sanchies was walking on the walkway near the playground on her way to pick up her grandchildren when she suddenly slipped on an unnatural accumulation of ice and fell to the ground. As a result, Ms. Sanchies suffered injuries to her right wrist, head, and back.

As a result of your insured's negligence including your insured's failure to exercise a proper degree of care, failure to ensure safe surroundings, failure to inspect and/or properly maintain the area which patrons regularly use, failure to ensure that the property was not dangerous, and failure to warn of the hazardous condition, Ms. Sanchies sustained personal injuries.

1 original + 1 copy = Law
1 copy to School
1 copy to City Council
1 copy to City Clerk } 1/30/23



- ◆◆◆ RONALD J. RESMINI
- ◆◆◆ R. JASON RESMINI, MBA
- ◆◆◆ ADAM J. RESMINI
- ◆◆◆ ANDREW O. RESMINI
- ◆ CHARLES N. GARABEDIAN

— LAW OFFICES OF —
RONALD J. RESMINI

— L T D —
 THE FIRM THAT WROTE THE BOOK ON PERSONAL INJURY

401-444-4444
 508-999-9999
 FAX: (401) 228-6577
 RESMINI@RESMINILAW.COM

January 27, 2023

Certified Mail/Return Receipt

City of Fall River
 Attn: City Clerk's Office
 1 Government Center
 Fall River, MA 02722

In re: **Litigation Hold Notice – Request to Preserve Evidence**
 Our Client : NORINE LOCKHARD
 Date of Incident : 12/13/2022

Notice

To Whom It May Concern:

Please be advised this office represents the above-named individual for personal injuries she sustained as a result of a slip and fall on ice on the sidewalk located on the side of the South End Liquor Store; namely, on Birch Street near the intersection of South Main Street (see 2 photographs attached).

Ms. Norine Lockhard sustained injuries necessitating surgical intervention for her fractured right hip as a result of the fall on snow and ice that occurred on the sidewalk abutting the South End Liquor Store on Birch Street intersecting with South Main Street.

Kindly forward this letter of representation over to your insurance carrier forthwith.

Very truly yours,


 RONALD J. RESMINI, ESQ.

RJR:gm
 Enclosures – 2 photographs

Certified Mail #: 7019 1640 0001 0414 234

RECEIVED
 2023 JAN 30 A 11:59
 CITY CLERK #23-3
 FALL RIVER, MA

City Clerk ✓
 Law ✓
 City Council ✓
 DCM ✓

1/30/23

365 EDDY STREET, 2ND FLOOR, PROVIDENCE, RHODE ISLAND 02903

41 MINK STREET, SEEKONK, MASSACHUSETTS 02771

- RHODE ISLAND * MASSACHUSETTS ♦ CONNECTICUT + FLORIDA △ WASHINGTON, D.C. ■ NEW YORK
- ◆ BOARD EXAMINER NATIONAL BOARD OF TRIAL ADVOCACY (1991) ◆ MASSACHUSETTS SENIOR ATTORNEY OF THE YEAR 2010
- ◆ RHODE ISLAND HALL OF FAME 2020

RECEIVED

2023 FEB -8 A 8:10

Dear Fall River City Council,

CITY CLERK
FALL RIVER, MA

My name is Austin Feng, and I am the owner of 503 Highland Ave in Fall River. I am writing to make a request that we create a zoning ordinance for "Short Term Rental" to be added as a Residential Use, with a Special Permit option under the Single Family S District. Currently we only have Boardinghouse and Bed-and-Breakfast, neither of which has an "SP" option, as shown below:

KEY:
Y = Permitted Use
SP = Special Permit from ZBA Required
Blank Box = Not a Permitted Use, Variance from ZBA Required

In the event of discrepancies between the narrative text for each district and the table, the text of the sections shall control.

in the event of a change in the

District Type Districts	Single Family				Multifamily				C
	S	R-3	R-30	R-80	G	M	R-4	A-1	
Residential Uses									
a. Single-family dwelling (1)	Y	Y	Y	Y	Y	Y	Y	Y	
b. Two-family dwelling (1)					Y	Y	Y	Y	
c. Three-family dwelling (1)					Y	Y		Y	
d. Multifamily dwelling (4 to 6 units) (1)						Y		Y	
e. Multifamily dwelling (7 to 20 units)								Y	
f. Multifamily dwelling (20 or more units)								Y	
g. Boardinghouse, dormitory or lodging house								Y	
h. Bed-and-breakfast inn								Y	
i. Senior congregate housing, including but not limited to, assisted-living facilities								Y	
Residential Accessory Uses									
a. Garage for the storage of automobiles owned by the residents of the premises only. Not more than three vehicles	Y	Y	Y	Y	Y	Y	Y	Y	
b. Sheds	Y	Y	Y	Y	Y	Y	Y	Y	
c. Home occupation	Y	Y	Y	Y	Y	Y	Y	Y	
Institutional, Recreational and Educational Uses									
a. Church or religious purpose and/or any exempt use (MGL c. 40A, § 3)	Y	Y	Y	Y	Y	Y	Y	Y	
b. Public, private, religious, or other nonprofit schools or educational uses or buildings, including college/higher education institutions	Y	Y	Y	Y	Y	Y	Y	Y	

For the past year or so, I have been renting my house out on Airbnb. On Jan 19, my petition for a zoning variance was rejected by the ZBA based on the fact that we only grant variances due to land, soil, or topography hardship. If we could have the "SP" option for short term rentals, I would like to submit another petition.

Short Term Rental (STR) is relatively new to all of us. Airbnb is a leader in providing a platform for short term rentals to be arranged. Today in lots of Massachusetts towns, STR special permits are available for property owners to apply for, just to name a few: Newton, Belmont, Winthrop, Lexington, and all the Cape Cod towns. For Fall River, I feel that we are losing out because in surrounding towns, especially those in Rhode Island, such as Tiverton and Newport, STR's are widely accepted.

May I list some of the benefits for allowing short term rentals?

- Tourism Income for the city and local business
 - Museums
 - Restaurants
 - Grocery stores, etc.
- Tax Income for the city and state
 - Guests pay about 11% of Occupancy tax, split by the city and state
 - If a guest spends \$3,000 in a stay, then the state and city each receives roughly \$165 tax income.
 - Some of the towns actually charge an additional 2-3% on top of the occupancy tax, as a "community impact fee". For example, I know Provincetown does this
- Employment opportunities for local workers
 - My cleaners are based in Fall River
 - My locksmith is based in Fall River (Carl's)
 - My landscaper, plumbers / handyman are all in the surrounding towns
- Provide income to maintain and preserve my home - a historical property

On top of the above direct benefits, I believe the short term rental that I operated was never a competition to any local hotels/motels business. I only rent the entire place out to one party at a time. Usually it's for a family reunion purpose. A great positive impact of short term rentals is that it actually bring people from all over the country to Fall River, and let them get to know about us. These could be our future investors.

Most important of all, I believe my property has brought lots of happiness to the people that stayed there over the past year. People from all over the country, and even Europe came here, and made memories that would last a life time, right here in our city! Please allow me to share some of the reviews they left on my Airbnb:

May 2022

The coolest house I have ever stayed at. The perfect place for a bridal party to stay and take pictures! The beds were very comfy and the rooms were so spacious!



██████████, MD
Joined in 2017

January 2022

Wonderful stay! 5 stars and a MUST-see. Gorgeous entrance accompanied with unique architecture makes you feel you traveled back in time. Spacious and private with 3 floors of rooms to make all your guests comfortable. The bathroom is amazing and made us never want to leave the master suite to see our guests. The color-stained windows show history and a sense of pride that was never experienced in any other places we rented. [read less](#)



██████████ North Providence, RI
Joined in 2018

September 2022

Great house with a beautiful yard. Perfect for families. Also took our wedding photos there and we couldn't have asked for a more idyllic location near our Middletown, RI reception. Florence responded quickly to any questions. [read less](#)



██████████ North Attleborough, MA
Joined in 2018

November 2021

This is an amazing historic property. Photos don't do it justice. Our family spent Thanksgiving at this stunning home and made memories to last a lifetime. you could sight see in Newport or Boston from this location, but why would you when you could just enjoy the company of family and friends with the backdrop of the beautifully decorated and extremely comfortable home with historic architecture & landscaped grounds. Our host was exceptional! He was always in communication with us. Book this house now if you can for an unforgettable experience! [read less](#)



██████████ Connecticut, United States
Joined in 2018

September 2022

The Highlands Mansion is spectacular. You and your guests are a privileged group to experience a step back in time, the lifestyle of F. Scott Fitzgerald novels. I believe this house was renovated some years ago at an extremely spare-no-expense level it is remarkably refreshing in a short term rental market to have silk wallpaper, quartz mosaic tiles, highest caliber bathroom amenities that surpass high quality hotels and resorts. We thoroughly enjoyed the gorgeous and spacious grounds to stroll, a tremendous kitchen to prepare feasts and the most gorgeous living room and dining rooms imaginable. And did I mention the best shower and bath spa like experience? Phenomenal. If this location suites your event and budget, you will not be disappointed. Enjoy and treat it with love and respect. It is a treasure. [read less](#)



██████████ Palm Beach, FL
Joined in 2018

To sum up, I think we should align our city with our peers in addressing the STR usage. I look forward to hearing from you.

Sincerely,

Austin Feng

503 Highland Ave

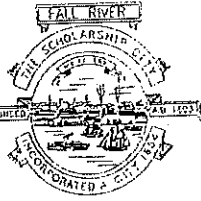
Fall River, MA 02720

City of Fall River
Office of the Corporation Counsel

ALAN J. RUMSEY
Corporation Counsel

RECEIVED

2023 FEB -6 P 3: 52



GARY P. HOWAYECK
Assistant Corporation Counsel

MATTHEW F. BURKE, JR.
Assistant Corporation Counsel

CITY CLERK
FALL RIVER, MA PAUL E. COOGAN
Mayor
February 6, 2023

Patrick Higgins
P.O. Box 290
Northport, AL 35476

Via email: patrick@openmeetinglawenforcer.com

RE: Open Meeting Law Complaint against Fall River City Council: January 3, 2023

Dear Mr. Higgins:

This response is provided pursuant to G.L. c. 30A, § 24 and 940 CMR 29.00 et seq., in response to your Open Meeting Law Complaints against the Fall River City Council for alleged violations on January 3, 2023.

Specifically, you allege that the Fall River City Council Open the meeting:

whereby the clerk called and conducted a meeting of the City Council on January 3, 2023 will not being an elected or sworn City Councilor with no legal authority to do so; and

Members of the City Council deliberated outside of the public meeting as to their choice for president and vice president of the City Council.

It is this office's opinion that no violation occurred.

The President and Vice President of the Fall River City Council are elected for a one year term, per Section 2-2 of the Code and Section 2-2(a) of the City Charter. Ms. Bouchard (the City Clerk) called a meeting on January 3, 2023 because those terms ended on December 31, 2022 (see attached Council orders). In mid-September, Councilor Joseph Camara was elected to serve the remainder of Council President Pam Laliberte's term, but nonetheless, that term also expired on December 31, 2022.

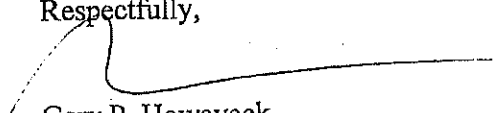
On January 1st, **there was no President or Vice President.** As City Clerk, and per city ordinance and city charter, it is the duty of the clerk to call the meeting to order for purposes of conducting an election. The language in both the ordinance and City Charter state that an election is to be held "as soon as practicable". As we were closed on Monday, January 2, 2023,

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

it was determined that Tuesday, January 3, 2023 was the soonest possible date to conduct a meeting to elect Council leadership. This will occur on an annual basis, as the term of President and Vice President will always expire on December 31st.

As for the alleged second violation, concerning deliberation outside of a public meeting, this is pure speculation and conjecture which no response is required. To that extent of response is required, the Fall River City Council denies any deliberation outside of the public meeting and calls upon the complainant, to prove the same.

Respectfully,



Gary P. Howayeck
Assistant Corporation Counsel

Enclosures

Cc: MA Office Attorney General-Division of Open Government
via email: openmeeting@state.ma.us
Fall River Licensing Board

Received by email on Friday, January 20, 2023 @ 5:09 PM

RECEIVED



OPEN MEETING LAW COMPLAINT FORM

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

2023 JAN 23 A 11:15

CITY CLERK
FALL RIVER, MA

Please note that all fields are required unless otherwise noted.

Your Contact Information:

First Name: Patrick Last Name: Higgins

Address: P O Box 290

City: Northport State: AL Zip Code: 35476

Phone Number: 8662838301 Ext. _____

Email: patrick@openmeetinglawenforcer.com

Organization or Media Affiliation (if any): Patrick Higgins and Associates

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

(For statistical purposes only)

☐ Individual ☒ Organization ☐ Media

Public Body that is the subject of this complaint:

☒ City/Town ☐ County ☐ Regional/District ☐ State

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

Specific person(s), if any, you allege committed the violation: Joseph D Camara, President

Date of alleged violation: 01/03/2023

CITY OF FALL RIVER

IN CITY COUNCIL

January 24, 2023
Referred to
Corporation Council

Description of alleged violation:

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

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

The Fall River City Council violated the open meeting law as follows:

1. The City Clerk called and conducted a meeting of the City Council on Jan 3, 2023, while not being an elected or sworn City Councilor with no legal authority to do so.
2. Members of the City Council deliberated outside of the public meeting as to their choice for President and Vice President of the City Council, all deliberations took place outside of a publicly posted meeting as evident by the votes of the City Council. Video of this meeting can be viewed at <https://www.youtube.com/watch?v=FGqS6b2c4Go&t=1170s>

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

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

All members MUST attend an open meeting law training webinar without delay, scheduled can be viewed at <https://www.mass.gov/service-details/open-meeting-law-trainings>

Stop violating the open meeting law forthwith. Learn and comply with all aspects of the open meeting law.

Review, sign, and submit your complaint**I. Disclosure of Your Complaint.**

Public Record. Under most circumstances, your complaint, and any documents submitted with your complaint, is considered a public record and will be available to any member of the public upon request.

Publication to Website. As part of the Open Data Initiative, the AGO will publish to its website certain information regarding your complaint, including your name and the name of the public body. The AGO will not publish your contact information.

II. Consulting With a Private Attorney.

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

III. Submit Your Complaint to the Public Body.

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

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

Signed: 

Date: 01/20/2023

For Use By Public Body

Date Received by Public Body:

For Use By AGO

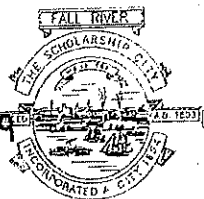
Date Received by AGO:

City of Fall River
Office of the Corporation Counsel

ALAN J. RUMSEY
Corporation Counsel

RECEIVED

2023 FEB -6 P 3:34



CITY CLERK
FALL RIVER, MA **PAUL E. COOGAN**
Mayor
February 6, 2023

GARY P. HOWAYECK
Assistant Corporation Counsel

MATTHEW F. BURKE, JR.
Assistant Corporation Counsel

Patrick Higgins
P.O. Box 290
Northport, AL 35476

Via email: patrick@openmeetinglawenforcer.com

RE: Open Meeting Law Complaint against Fall River City Council: January 3, 2023

Dear Mr. Higgins:

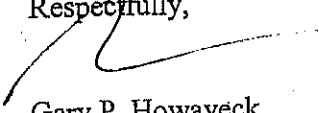
This response is provided pursuant to G.L. c. 30A, § 24 and 940 CMR 29.00 et seq., in response to your Open Meeting Law Complaints against the Fall River City Council for alleged violations on January 3, 2023.

Specifically, you allege that the Fall River City Council violated the open meeting law by voting to refer the open meeting law complaint regarding the January 3, 2023 meeting to corporation counsel without first reviewing the complaint.

The Open Meeting Law does not require that the agenda identify with particularity, the specifics of the complaint at issue, or to anticipate precisely what the Board's discussion would be under the topic. See OML 2013-28. At the meeting, the complaint was acknowledged, and the Board voted to refer the complaint to corporation counsel. It was part of the agenda package and the Council need not read the OML complaint aloud.

It is this office's opinion that the complaint was properly listed on the agenda, and the City Council's acknowledgment of the complaint and referral to corporation counsel was sufficient for purposes of the open meeting law. It is this office's opinion that no violation occurred.

Respectfully,


Gary P. Howayeck
Assistant Corporation Counsel

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

Enclosures

Cc: MA Office Attorney General-Division of Open Government
via email: openmeeting@state.ma.us
Fall River Licensing Board



OPEN MEETING LAW COMPLAINT FORM

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

RECEIVED

2023 JAN 25 P 2:09

CITY CLERK
FALL RIVER, MA

Please note that all fields are required unless otherwise noted.

Your Contact Information:

First Name: Patrick Last Name: Higgins

Address: P O Box 290

City: Northport State: AL Zip Code: 35476

Phone Number: 8662838301 Ext.

Email: patrick@openmeetinglawenforcer.com

Organization or Media Affiliation (if any): Patrick Higgins and Associates

Are you filing the complaint in your capacity as an individual, representative of an organization, or media?
(For statistical purposes only)

☐ Individual ☒ Organization ☐ Media

Public Body that is the subject of this complaint:

☒ City/Town ☐ County ☐ Regional/District ☐ State

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

Specific person(s), if any, you allege committed the violation: Joseph D Camara, President

Date of alleged violation: 01/24/2023

CITY OF FALL RIVER
IN CITY COUNCIL

JAN 31 2023

*Referred to
Corporation Council*

Description of alleged violation:

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

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

The Fall River City Council violated the open meeting law by voting to refer the open meeting law complaint regarding their Jan 3, 2023 meeting to corporation counsel without first reviewing the complaint. The public body does not have legal authority to refer the complaint to legal counsel until they have first met to review the complaint, as it is explained in the instructions that are attached to every open meeting law complaint issued by my office. "The public body may delegate this responsibility to an individual member of the public body, its counsel, or a staff member, but only after the public body has met to review the complaint."

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

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

All members of the Fall River City Council must attend an open meeting law training webinar, schedule can be found at: <https://www.mass.gov/service-details/open-meeting-law-trainings>

Learn and comply with the open meeting law.

Review, sign, and submit your complaint

I. Disclosure of Your Complaint.

Public Record. Under most circumstances, your complaint, and any documents submitted with your complaint, is considered a public record and will be available to any member of the public upon request.

Publication to Website. As part of the Open Data Initiative, the AGO will publish to its website certain information regarding your complaint, including your name and the name of the public body. The AGO will not publish your contact information.

II. Consulting With a Private Attorney.

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

III. Submit Your Complaint to the Public Body.

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

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

Signed: 

Date: 01/25/2023



SRPEDD
Southeastern Regional Planning
& Economic Development District

32

Acushnet
Attleboro
Berkley
Carver
Dartmouth
Dighton
Fairhaven
Fall River
Freetown
Lakeville
Mansfield
Marion
Mattapoisett
Middleborough
New Bedford
N. Attleborough
Norton
Plainville
Raynham
Rehoboth
Rochester
Seekonk
Somerset
Swansea
Taunton
Wareham
Westport

2022 YEAR-END REPORT TO THE CITY OF FALL RIVER FROM THE COMMISSIONERS OF THE SOUTHEASTERN REGIONAL PLANNING & ECONOMIC DEVELOPMENT DISTRICT (SRPEDD)

The City of Fall River is a member of the Southeastern Regional Planning and Economic Development District. Originally founded in 1956, SRPEDD (pronounced "sir-ped") is one of 13 regional planning agencies (RPAs) across the state and one of approximately 550 across the country.

SRPEDD serves 4 cities and 23 towns in southeastern Massachusetts. Through our work, we address common issues facing the region, including economic development, growth and land use, safe and efficient transportation, environmental stewardship, municipal partnerships, community development and affordable housing, and general planning. A Commission of local mayors, selectmen, planning board members, and at-large members govern SRPEDD. Federal and state grants, local assessments, and local contracts fund our activities. In 2022, the City of Fall River paid \$17,487.06 to SRPEDD, based upon an assessment of 20.17 cents per capita. SRPEDD's annual budget in 2022 was \$2,720,262.

SRPEDD also serves as the region's staff for the Southeastern Massachusetts Metropolitan Planning Organization (SMMPO) and the regional Economic Development District (EDD) with the U.S. Economic Development Administration (EDA). In both roles, SRPEDD works with numerous partners to program tens of millions of dollars to directly invest in our region's infrastructure and community development.

Please visit SRPEDD's recently updated agency website at www.srpedd.org to review our work, read our 2022 Annual Report, and tour new projects, including: our Drone Program and Virtual Building Tours; our work to support communities as they comply with the new Section 3A of Chapter 40A; our watershed and resilience planning work program; our Complete Streets and Multi-Use Path transportation projects; our work with the Southeastern Region Homeland Security Advisory Council (SRAC); our work with school districts and public safety officials to create Active Shooter/Hostile Event (ASHE) Response Tools; and various municipal projects, such as Redevelopment Studies and Community Master Plans. Our website also includes departmental web pages, a calendar of events, and recent news.

Please do not hesitate to contact us with any questions, concerns, or project ideas.

Local citizens/officials representing Fall River in SRPEDD activities:

John Ferreira, Daniel Aguiar, and Ricky T. Tith (At-Large Commissioner) on the SRPEDD Commission.

Daniel Aguiar on the Joint Transportation Planning Group (JTPG).

RECEIVED
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CITY CLERK
FALL RIVER, MA

In 2022, SRPEDD provided technical assistance to Fall River in the following areas; please note that funding sources and project web pages are provided, where available:

Project Name	Funding Source(s)	More Information
Bike Plan (Regional Plan) Assistance	MassDOT	
Mother's Brook Sewer Upgrades (D&E, Permitting) Project Administration	EDA	
Traffic counts on several roadways (details available by request)	MassDOT	
Turning Movement counts on Brayton Ave at the Route 24 NB and SB Ramps	MassDOT	

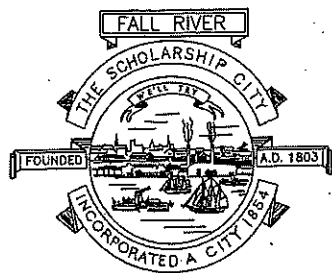
Highlights from SRPEDD's general 2022 Work Program include the following:

Project Name	Funding Source(s)	More Information
Agriculture Retention Workshops	DLTA	-
Arts and Culture Community Development Initiative	DLTA	https://srpedd.org/justice-equity-and-community-development/arts-and-culture/
Assawompset Ponds Flood Management Program	DER	https://srpedd.org/comprehensive-planning/environment/watershed-planning/assawompset-ponds-complex-and-nemasket-river-watershed-planning/
Assawompset Ponds Groundwater Hydrologic & Hydraulic Study	DER	
Brownfield Community Wide Assessment Grant	EPA	https://srpedd.org/environment/brownfields-redevelopment/

Project Name	Funding Source(s)	More Information
Bus Stop Capital Investment Plan	MassDOT	https://srpedd.org/transportation/public-transit/
Bus Stop Inventory Update	MassDOT	-
CARES Act/COVID-19 U.S. EDA Technical Assistance	SRPEDD, U.S. EDA	
Cranberry Bog Program Technical Assistance	DER	
FEMA Flood Map Bylaw Update	SRPEDD	
FFY20 Homeland Security Program and Project Management	MAPC	https://srpedd.org/homeland-security/
FFY21 Homeland Security Program and Project Management	MAPC	https://srpedd.org/homeland-security/
Freight Action Plan	MassDOT	https://srpedd.org/freight-action-plan/
Green Communities – Annual Reports and Competitive and Designation Grant Applications	EOEEA	https://srpedd.org/environment/climate-resilience-planning/green-communities/
Justice, Equity, and Community Development (JECD) Initiative	DLTA	https://srpedd.org/justice-equity-and-community-development/
Mass. Assoc. of Regional Planning Commissions (MARPA)	RPAs	

Project Name	Funding Source(s)	More Information
MBTA Multi-Family Zoning Support	DLTA, DHCD	-
Old Rochester Regional High School Active Shooter Response Job-Aid Tool	DLTA	https://srpedd.org/homeland-security/ashe-response/
Pavement Management - Federal Aid Road Network	MassDOT	https://srpedd.org/transportation/transportation-infrastructure/#pavement-management
PDA/PPA Update for MBTA Communities	MBTA, DLTA	-
Regional Housing Services Office Feasibility Study	DLTA, MassHousing	https://srpedd.org/comprehensive-planning/housing/regional-housing-services-office/
RTP Continuous Public Outreach	MassDOT	https://srpedd.org/transportation/regional-transportation-planning/regional-transportation-plan-rtp/
Rural Policy Advisory Council	DLTA, sister RPAs	https://www.mass.gov/service-details/rural-policy-advisory-commission-rpac
South Coast Administrators Committee	SRPEDD	
SRPEDD Regional Resilience Plan (SRRP)	DLTA , CCC, EDA, MassDOT	
Taunton River Stewardship Council Upper Nemasket Implementation	TRSC	

Project Name	Funding Source(s)	More Information
Taunton River Trail	MassDOT	
Taunton Watershed Pilot Project	SNEP, Mass-Audubon	https://srpedd.org/comprehensive-planning/environment/watershed-planning/#ongoing-watershed-projects
Technical Assistance Planning and GIS	GATRA	https://srpedd.org/transportation/public-transit/
Traffic Counting and Turning Movement Counts	MassDOT	https://srpedd.org/transportation/transportation-infrastructure/traffic-counting/
Trails Mapping (Off Road)	MassDOT	https://srpedd.org/transportation/bicycle-and-pedestrian-networks/regional-trails-mapping-project/



PAUL E. COOGAN
Mayor

City of Fall River Massachusetts

Planning Division

RECEIVED

2023 JAN 20 P 2:29

CITY CLERK _____
FALL RIVER, MA
DANIEL N. AGUIAR
City Engineer/Acting Planner

TO: Alison Bouchard
City Clerk

FROM: Nina Krueger
Head Administrative Clerk, Planning Dept.

RE: **Fall River Zoning Board of Appeals Meeting**
December 15, 2022

The Fall River Zoning Board of Appeals held a Public Hearing on Thursday, December 15, 2022, at 6:00 PM in the First Floor Hearing Room at One Government Center, Fall River, MA, for the purpose of considering the petitions set forth in the attached minutes of said Public Hearing.

Members present: David Assad, Chair; Joseph Pereira, Vice Chair; John Frank III, Clerk; Jim Calkins; Dan Dupere; Alternate Ricky Sahady; Alternate John Sylvia

Members absent: None

Also present: Daniel Aguiar, Director of Engineering & Planning; Recording Clerk, Nina Krueger; Craig Salvador of FRGTV.

Notice of the meeting was advertised in the Fall River Herald News on Wednesday, November 30, 2022, and Wednesday, December 7, 2022. The hearing was also posted in the Government Center, on the City of Fall River website, and notice was sent to the petitioners and abutters of the specified properties, as well as the members of the City of Fall River's Planning Board.

6:00pm Chair read the Open Meeting Law notice, and opening statement.

One Government Center • Fall River, MA 02722
TEL (508) 324-2561 • FAX (508) 324-2564 • planning@fallriverma.org

ABBOTT & FARNHAM LLC c/o Atty. Thomas P. Killoran
100 Weaver St., Map T-03 Lot 15

In the matter of Abbott & Farnham LLC, the applicant seeks a Variance/Special Permit to demolish the existing structure and construct a 160 ft. tall 346 unit multifamily dwelling in a CMD (Commercial Mill) District waiving front, side & rear yard setbacks, and building height along with parking requirements:

FAVOR

Atty. Thomas P. Killoran was present to address the Board on behalf of the applicant. Atty. Killoran explained that this petition had been submitted the previous summer and tabled at the request of the applicant until this meeting. Atty. Killoran explained that in 2019, this property location was granted relief to build a 192 unit apartment complex, although the variance had lapsed. He explained that the footprint is very similar to what was approved back in 2019. He explained that the new petition looks to create 346 units in a new apartment complex. Atty. Killoran explained that the applicant is willing to decrease the unit count to 296 (210 two-bed units, 45 one-bed units, & 45 studio apartments). He explained that relief is needed for setbacks, building height, and parking requirements. Mr. Killoran explained that unfortunately, a traffic study was not conducted due to the closure of Weaver St.; however, if the Board put that as a condition, it could be done along the site plan review process. He explained that the use of the proposed building fits into the neighborhood and would not be detrimental, as nearby is the Border City Mills Apartments. Atty. Killoran explained that he believes this project will further the revitalization of the city. He explained that along with the decrease in unit count, there will also be a decrease in building height, as they will go from 12 stories to 11 stories tall.

Mr. Assad explained that in order to get a variance, there must be a shape, soil condition, or topography hardship within the property. This property is fully conforming, the only thing making it nonconforming is the creation of this new building. Mr. Assad explained that economic and personal hardships are not considerable when granting a variance. Mr. Aguiar explained that new plans were requested from the applicant and were not received. He also explained that a traffic study could have been done using previous data, but was not.

OPPOSITION

STARR, c/o Atty. Mark L. Levin, submitted a letter of opposition for this petition, which was read aloud by Atty. Levin at the meeting.

Joseph Carvalho, 400 Columbia St. – Mr. Carvalho was present in opposition to the petition. He explained that he does not believe the building is remotely similar to what was approved in the 2019 decision. He explained that he is opposed to the height, parking situation, and that it would be a detriment to the neighborhood. He also stated that he believes the project would be harmful to the environment, as the proposed building is too close to the Taunton River and would allow gas, oil, etc. to leak into the river.

Alexander Silva, representing the Board of Directors from the Preservation Society of Fall River was present in opposition to the petition. Mr. Silva read aloud a letter submitted by the Board of Directors for the Preservation Society.

DECISION

The Board found that the petitioner had not produced sufficient evidence to meet each of the prerequisites for the granting of the variance. More particularly the Board found that the petitioner did not produce sufficient evidence of substantial hardship relating to the soil conditions, shape or topography of the land or structures and especially affecting the land or structures for which the variance was requested nor was there sufficient evidence that the relief requested could be granted without substantial detriment to the public good, and without substantially derogating from the intent of and purpose of the City's Zoning Ordinance.

In a motion made by Mr. Pereira and seconded by Mr. Dupere, the Board unanimously voted 5-0 to Deny the Variance and Special Permit requests. Mr. Assad, Mr. Calkins, Mr. Dupere, Mr. Frank, and Mr. Pereira voted in favor of the motion and the requests were DENIED.

DOCUMENTS:

- Appeal Application
- Letter of Denial
- Letter of Appeal
- Certified Abutters' List
- Tax Certification
- Zoning Board of Appeals Site Plan
- Previous 2019 Zoning Decision
- Letter of Support with Conditions from the North End Neighborhood Association
- Letter of Opposition from the Preservation Society of Fall River
- Letter Documenting Vote Counts from the Preservation Society of Fall River
- Letter of Opposition from the Fall River Historical Commission
- Letter of Opposition from STARR c/o Atty. Mark L. Levin

SCOTTIE & JENNIFER M. VIVEIROS c/o Atty. Mark L. Levin
15 Anderson St., Map D-06 Lot 16

In the matter of Scottie & Jennifer M. Viveiros, the applicant seeks a Variance to subdivide the property into two (2) lots, leaving one (1) parcel with the existing single-family home, waiving lot coverage and area. The other parcel is proposed to be used to construct a single-family home with required parking, waiving lot area and frontage. The property is located in an S (Single-family) Zoning District:

FAVOR

Atty. Mark L. Levin was present to address the Board on behalf of the applicant. Atty. Levin explained that the parcel of land is unique to the area, as it is bound on three (3) sides by three (3) separate streets. Atty. Levin explained that his client currently lives at the property and would like to subdivide the parcel into two (2) lots. He explained that this will not disturb neighbors as

they received a letter of support signed by five (5) abutters. Atty. Levin explained that there is a water problem in the area, which will cause them to take conscientious measures when building. He explained that these measures would be taken care of through the site plan review process. Atty. Levin explained that the applicant's lot is the largest, rectangular lot in the neighborhood, which makes it unique to the area. He also explained that by creating the proposed single family dwelling on the new lot, the applicant would have to fix the water issues in the area, thus doing more good for the neighborhood than harm.

Mr. Assad explained that the lot as it currently stands, is conforming and the applicant would like to take this conforming lot and subdivide to create two (2) nonconforming lots. Mr. Assad explained that he does not see a shape, topography or soil condition hardship, rather a personal hardship within this project. Atty. Levin affirmed this and explained that the project will have a positive impact on the neighborhood with regards to the water issues being faced. Mr. Sylvia asked Mr. Aguiar if by adding a new property could fix the flooding problem or would it make it worse. Mr. Aguiar explained that without seeing a design or plan for the project he could not make a determination. Atty. Levin explained that all of those concerns would be addressed during the site plan review process, if approved. Mr. Pereira explained that his concern is the creation of two (2) nonconforming lots when currently, the parcel conforms to all zoning regulations.

Richard Barlow, 50 Anderson St. – Mr. Barlow was present in support of the petition. Mr. Barlow explained that he has confidence that there will not be excess flooding on his property from this new construction. He explained that all of the neighbors within the area support this project. Mr. Barlow continued by explaining that there have been other projects nearby, specifically on Robin St. and Nightingale St. where lots have been created that do not meet the area requirements and that this is a similar project. Mr. Assad explained that this Board is looking at the subdivision of this project.

OPPOSITION

There was no one present in opposition to this matter.

DECISION

The Board found that the petitioner had not produced sufficient evidence to meet each of the prerequisites for the granting of the variance. More particularly the Board found that the petitioner did not produce sufficient evidence of substantial hardship relating to the soil conditions, shape or topography of the land or structures and especially affecting the land or structures for which the variance was requested nor was there sufficient evidence that the relief requested could be granted without substantial detriment to the public good, and without substantially derogating from the intent of and purpose of the City's Zoning Ordinance.

In a motion made by Mr. Frank and seconded by Mr. Pereira, the Board unanimously voted 5-0 to Deny the Variance request. Mr. Assad, Mr. Calkins, Mr. Dupere, Mr. Frank, and Mr. Pereira voted in favor of the motion and the request was DENIED.

DOCUMENTS:

Appeal Application
Letter of Denial
Letter of Appeal
Certified Abutters' List
Tax Certification
Zoning Board of Appeals Site Plan
Letter of Support Signed By Five (5) Abutters

SCRUB REALTY LLC

122 Rhode Island Ave., Map E-05 Lot 1

In the matter of Scrub Realty LLC, the applicant seeks a Variance to add a 28 ft. x 36 ft. extension to the existing building, waiving lot coverage and rear setback in an R-4 (Two-family) Zoning District:

FAVOR

Rich Riccio of Field Engineering, was present to address the Board on behalf of the applicant. Mr. Riccio explained that Scrub Realty was looking to create an addition to enclose the entrance to the automatic car wash, as currently, a portion of the automatic car wash is being exposed to the elements. He explained that there will also be an extension of the overhang on the roof at the exit, which will not change the building's footprint. Mr. Riccio explained that the hardship being faced includes the size and shape of the lot, along with the existing structure on the lot. Mr. Frank asked if there would be any changes within the traffic flow. Mr. Riccio explained that there will be no traffic changes, only the addition of the enclosure for the entrance of the car wash.

OPPOSITION

There was no one present in opposition to this matter.

DECISION

The Board found that owing to the circumstances relating to the existing parcel, especially affecting the locus but not affecting the [R-4] District in which it is located, a literal enforcement of the zoning ordinance would involve substantial hardship to the petitioner and that if relief were not granted, the petitioner would be denied reasonable use of the property. The Board found that the relief requested may be granted, as it would not be detrimental to the neighborhood nor would it derogate from the intent and purpose of the zoning ordinance.

In a motion made by Mr. Calkins and seconded by Mr. Frank, the Board unanimously voted 5-0 to Grant the Variance request. Mr. Assad, Mr. Calkins, Mr. Dupere, Mr. Frank, and Mr. Pereira voted in favor of the motion and the request was GRANTED.

DOCUMENTS:

Appeal Application
Letter of Denial

Letter of Appeal
Certified Abutters' List
Tax Certification
Zoning Board of Appeals Site Plan

DCH REALTY TRUST c/o Atty. Thomas P. Killoran
118 High St., Map N-08 Lot 78

In the matter of DCH Realty Trust, the applicant seeks a Variance to construct a two (2) unit townhouse dwelling, waiving front, side, and rear yard setbacks; lot coverage requirements; and frontage/dimensional requirements in an A-2 (Apartment) Zoning District and an AOD (Arts Overlay) District:

FAVOR

Atty. Thomas P. Killoran was present to address the Board on behalf of the applicant. Atty. Killoran explained that the property is currently being used as a parking lot and that the applicant would like to construct a two (2) unit townhouse dwelling on the lot. Atty. Killoran explained that the Arts Overlay District permits the development of townhouse dwellings with no minimum lot size. He went on to explain the setbacks and dimensions of the proposed dwelling as shown on the site plan. He explained that the parking requirements are met for this project.

Mr. Assad explained that the property used to house a four (4) to eight (8) unit apartment building before it burned down. Atty. Killoran explained that the owner wanted to create a new dwelling that would not overburden the property and that would meet parking requirements. Mr. Aguiar explained that by granting this project, the property will change from a nonconforming use as a parking lot to a conforming use as a multi-unit building.

OPPOSITION

There was no one present in opposition to this matter.

DECISION

The Board found that owing to the circumstances relating to the existing parcel, especially affecting the locus but not affecting the [A-2 and AOD] Districts in which it is located, a literal enforcement of the zoning ordinance would involve substantial hardship to the petitioner and that if relief were not granted, the petitioner would be denied reasonable use of the property. The Board found that the relief requested may be granted, as it would not be detrimental to the neighborhood nor would it derogate from the intent and purpose of the zoning ordinance.

In a motion made by Mr. Calkins and seconded by Mr. Pereira, the Board unanimously voted 5-0 to Grant the Variance request. Mr. Assad, Mr. Calkins, Mr. Dupere, Mr. Frank, and Mr. Pereira voted in favor of the motion and the request was GRANTED.

DOCUMENTS:

Appeal Application
Letter of Denial

Letter of Appeal
Certified Abutters' List
Tax Certification
Zoning Board of Appeals Site Plan

STRAIGHT SHOOTERS c/o Atty. Peter A. Saulino
30 Front St., Map K-03 Lot 1

In the matter of Straight Shooters, the applicant seeks a Special Permit to operate an establishment in the CMD (Commercial Mill) Zoning District that serves alcohol, but does not prepare nor serve food. The applicant also seeks relief for off-street parking requirements:

FAVOR

Atty. Peter A. Saulino was present to address the Board on behalf of the applicant. Atty. Saulino explained that for 31 years, Straight Shooters was being operated out of a mill building on Plymouth Ave. Once the mill was sold, all businesses were told to relocate, which is why Straight Shooters changed their location to 30 Front St. He explained that a portion of the mill building will house Straight Shooters. Atty. Saulino explained that in the Commercial Mill District, restaurants that serve alcohol are allowed; however, bars and saloons are only allowed via a Special Permit. Atty. Saulino also requested that Straight Shooters be issued a Special Permit to waive parking requirements. He explained that while it is a shared parking lot, the majority of the traffic during the day is due to the clinical work that takes place in other offices of the mill; however, this will not affect Straight Shooters, as most of their business is after work hours end. Atty. Saulino also explained that Britland Park has a public parking lot nearby which can be used for overflow parking.

Mr. Assad asked what the hours of operation will be at Straight Shooters once they reopen. Joe Arruda, manager of Straight Shooters stated that the hours will be: Sunday through Thursday 10AM-12AM, Friday 10AM-2AM, and Saturday 10AM-1AM. Mr. Pereira asked what the parking situation was like at the prior location. Mr. Arruda explained that the parking was very similar at the old location, as it was a shared lot within a mill building. Mr. Calkins asked if granting the right to serve liquor in the building would span to the whole building. Atty. Saulino explained that this zoning decision will only affect the portion of the building used by Straight Shooters.

OPPOSITION

There was no one present in opposition to this matter.

DECISION

In consideration of the bifurcated hearing before the Board, a motion was made by Mr. Calkins and seconded by Mr. Frank that the proposed use change will not be substantially more detrimental to the neighborhood than the existing use, the Board unanimously voted 5-0 in favor of the motion.

In a second motion made by made by Mr. Calkins and seconded by Mr. Frank that the reduction in parking spaces is not inconsistent with public health and safety, the Board unanimously voted 5-0 in favor of the motion.

The Board found that owing to the circumstances relating to the existing parcel, especially affecting the locus but not affecting the [CMD] District in which it is located, the proposed use and the proposed reduction in parking spaces will not be substantially more detrimental to the neighborhood than what currently exists. The Board found that the relief requested may be granted, as it would not be detrimental to the neighborhood nor would it derogate from the intent and purpose of the zoning ordinance.

DOCUMENTS:

Appeal Application

Letter of Denial

Letter of Appeal

Certified Abutters' List

Tax Certification

Zoning Board of Appeals Site Plan

FALL RIVER FIVE CENTS SAVINGS BANK c/o Atty. John J. Coughlin
79 North Main St., Map N-07 Lot 11

In the matter of Fall River Five Cents Savings Bank, the applicant seeks a Special Permit to construct a screened patio and addition, waiving setbacks and expanding a pre-existing nonconforming structure in a CBD (Central Business) Zoning District:

FAVOR

Andrea Willett of Catalyst Architects and Interior was present to address the Board on behalf of the applicant. Ms. Willett explained that BankFive is doing a renovation to their corporate office, where they would like to relocate the branch to a different part of the building and create a new, proposed public entrance and a proposed screened and elevated patio. Ms. Willett explained that relief is needed for setbacks and to expand the pre-existing, nonconforming nature of the structure.

OPPOSITION

There was no one present in opposition to this matter.

DECISION

In consideration of the bifurcated hearing before the Board, a motion was made by Mr. Calkins and seconded by Mr. Dupere that the proposed modification/expansion of a nonconforming structure will not be substantially more detrimental to the neighborhood than the existing nonconforming structure, the Board unanimously voted 5-0 in favor of the motion.

In a motion made by Mr. Calkins and seconded by Mr. Dupere, the Board unanimously voted 5-0 to Grant the Special Permit request. Mr. Assad, Mr. Calkins, Mr. Dupere, Mr. Frank, and Mr. Pereira voted in favor of the motion and the request was GRANTED.

The Board found that owing to the circumstances relating to the existing parcel, especially affecting the locus but not affecting the [CBD] District in which it is located, the proposed modification/expansion will not be substantially more detrimental to the neighborhood than the existing nonconforming structure. The Board found that the relief requested may be granted, as it would not be detrimental to the neighborhood nor would it derogate from the intent and purpose of the zoning ordinance.

DOCUMENTS:

Appeal Application
Letter of Denial
Letter of Appeal
Certified Abutters' List
Tax Certification
Zoning Board of Appeals Site Plan

DISCUSSION

PROPOSED UPDATED FEE SCHEDULE:

Mr. Aguiar explained to the Board that the purpose of this proposed updated fee schedule is to meet the standard rates of other nearby cities. Mr. Aguiar explained that the Zoning Board fees for Fall River are significantly lower than other cities, as our rates have not increased since 2014. Mr. Aguiar suggested that this be discussed at the January meeting, as the Board will be changing members.

In a motion made by Mr. Calkins and seconded by Mr. Pereira, the Board voted 5-0 to table the matter to the January 19, 2023 meeting. Mr. Assad, Mr. Calkins, Mr. Dupere, Mr. Frank, and Mr. Pereira voted in favor of the motion.

DOCUMENTS:

Proposed Updated Fee Schedule
Current Fee Schedule
Previous Fee Schedule from 2014

CITIZENS' INPUT

No one was present for Citizens' Input.

APPROVAL OF MINUTES

In a motion made by Mr. Calkins and seconded by Mr. Frank, the Board voted 5-0 to waive the reading of the minutes and to approve the minutes from the November 17, 2022 meeting. Mr. Assad, Mr. Calkins, Mr. Dupere, Mr. Frank, and Mr. Pereira voted in favor of the motion.

ADJOURNMENT

In a motion made by Mr. Dupere and seconded by Mr. Pereira, the Board unanimously voted 5-0 to adjourn the meeting at 7:40pm. Mr. Assad, Mr. Calkins, Mr. Dupere, Mr. Frank, and Mr. Pereira voted in favor of the motion and the meeting was adjourned.

Anyone having a question concerning any of the petitions or materials referenced herein may contact the Planning Dept. at [508] 324-2561, planning@fallriverma.org or by writing to the Planning Dept., One Government Center, Fall River, MA 02722.

Recording Clerk

In Zoning Board of Appeals, January 19, 2023

Approved

CITY COUNCIL PUBLIC HEARING

MEETING: Tuesday, January 24, 2023 at 5:55 p.m.
Council Chamber, One Government Center

PRESENT: President Joseph D. Camara, presiding;
Councilors Michelle M. Dionne, Bradford L. Kilby,
Pamela S. Laliberte, Leo O. Pelletier, Linda M. Pereira,
Andrew J. Raposo and Laura-Jean Washington

ABSENT: Councilor Shawn E. Cadime

IN ATTENDANCE: Aaron Roy, Engineer, National Grid,
1250 Brayton Point Road, Somerset, MA
Andre Peters, 143 Guild Street
Keith Woods, 157 Guild Street

The President called the meeting to order at 5:58 p.m. and announced that the meeting may be recorded with audio or video and transmitted through any medium and that the purpose of the hearing was to hear all persons interested and wishing to be heard on the following:

Pole Location

On a motion made by Councilor Andrew J. Raposo and seconded by Councilor Leo O. Pelletier, it was unanimously voted to open the hearing, with Councilor Shawn E. Cadime absent and not voting.

Massachusetts Electric Company for one new pole location as follows:

Guild Street

One (1) new pole

The petitioner is proposing the installation of a 35' pole and anchor in front of 143 Guild Street, approximately 185' south of the centerline of the intersection with Mount Hope Avenue. This pole (Pole 4) will be utilized to guy/brace an existing pole (Pole 3) and be a stub pole to brace the dead end wires on Pole 3.

In accordance with Plan No. 30508646

Dated: January 4, 2023

Aaron Roy, National Grid Engineer, stated that the petition is to allow National Grid to update the electrical source for 143 Guild Street. He also stated that the secondary purpose of this pole would be to help guide the primary wire away from the property's driveway. Andre Peters, 143 Guild Street, stated he did not want this pole placed on his property and that the location would also affect his neighbor's driveway. Keith Woods, 157 Guild Street, stated he was not notified of this pole location hearing and had serious concerns about the installation being so close to a water line. Councilor Michelle M. Dionne asked if the City Engineer had approved this plan. The City Clerk stated that it had been approved by the City Engineer. Councilor Pamela S. Laliberte

asked that both property owners be notified if this item is referred to committee for further discussion.

On a motion made by Councilor Andrew J. Raposo and seconded by Councilor Linda M. Pereira, it was unanimously voted to adjourn the public hearing at 6:05 p.m., with Councilor Shawn E. Cadime absent and not voting.

List of documents and other exhibits used during the meeting:

Agenda (attached)

DVD of meeting

A true copy. Attest:

A handwritten signature in cursive script that reads "Alison M. Bouchard".

City Clerk

COMMITTEE ON FINANCE

- MEETING: Tuesday, January 24, 2023 at 6:00 p.m.
Council Chamber, One Government Center
- PRESENT: President Joseph D. Camara, presiding;
Councilors Michelle M. Dionne, Bradford L. Kilby, Pamela S. Laliberte,
Leo O. Pelletier, Linda M. Pereira, Andrew J. Raposo,
and Laura-Jean Washington
- ABSENT: Councilor Shawn E. Cadime
- IN ATTENDANCE: Bridget Almon, Director of Financial Services
Seth Thomas Aitken, City Administrator
Richard Gonsalves, Chairman of the Board of Assessors

The chair called the meeting to order at 6:06 p.m. and announced that the meeting may be recorded with audio or video and transmitted through any medium.

In accordance with a resolution adopted, as amended May 8, 2012, persons are allowed to address the Council for a period of three minutes prior to the beginning or at the conclusion of business in the Committee on Finance.

1. Citizens' Input Time – Before Discussion of Financial Matters: None
2. Transfers and appropriations
Bridget Almon, Director of Financial Services, explained that the Commonwealth of Massachusetts had provided the City with funds from the Opioid Settlement and a stabilization fund was necessary to store acquired reserve until it has been organized appropriately.
3. Resolution - Discuss real estate taxes and exemptions with the Chair of the Board of Assessors and the City Administrator
Councilor Linda M. Pereira asked Richard Gonsalves, Chairman of the Board of Assessors, to give an overview of real estate tax exemptions that are available within the City. Mr. Gonsalves gave a brief overview of different clause exemptions that residents can apply for and also explained how the reimbursement to the City from the state varies depending on the type of exemption. He gave an example of Clause 41C, which is an exemption of \$500 from the City for qualified senior citizens, but there is no reimbursement provided by the Commonwealth of Massachusetts. The Chairman of the Board of Assessors also emphasized that increasing

these exemptions or changing the requirements to be eligible could be a financial risk for the City as no studies have been performed to analyze how it would affect the budget. He also stated that Massachusetts does not reimburse the City until the following fiscal year, which adds liability as well.

Councilor Linda M. Pereira inquired about the state's Tax Work-Off Program for seniors. Mr. Gonsalves stated that the City used to participate in that program but over time the interest in that program waned and it was discontinued. President Joseph D. Camara asked how long the Clause 41C rate has been kept at \$500. Mr. Gonsalves explained it has been at that rate for all of the time he has served the City. Councilor Andrew J. Raposo asked if the limit for Clause 41C is set by the Commonwealth and Mr. Gonsalves explained that it was but that the City Council could change that limit. Councilor Raposo also asked for data regarding how many exemption applications are not approved each year and Mr. Gonsalves stated that he didn't have that information available immediately but that he'd be happy to obtain it and share it with the City Council. He did state that about 448 were approved out of all of the applications, which he estimated to be a 90% approval rate.

Councilor Pamela S. Laliberte asked if any real estate tax exemption information is sent to property owners with their tax bill. Mr. Gonsalves stated that it does not but the information is available in the Assessor's Office. Seth Thomas Aitken, City Administrator, stated that the information is also available on the City website and they will work to distribute information at the senior centers as well.

President Joseph D. Camara relinquished the podium to Vice President Linda M. Pereira at 6:26 p.m. and stated that the lack of increase in the Clause 41C exemption amount does not correlate with the current increases in the cost of living. He stated that he would like the Administration to discuss options for increasing the exemption amount. President Camara returned to the podium at 6:29 p.m.

Councilor Bradford L. Kilby stated he agreed with President Camara and that the City has an obligation to help older residents. Councilor Raposo asked for information regarding what other communities offer for this exemption. Mr. Gonsalves stated he would obtain that information and share it with the City Council. Councilor Laura-Jean Washington asked if it would be possible to increase asset limits to help more property owners qualify for the exemptions. Bridget Almon, Director of Financial Services, stated that there is not a database regarding assets and it would be challenging to determine who would then become eligible if that limit was changed. Councilor Washington expressed concern that the income limits are based on older, traditional employment trends from the past. The City Administrator explained that without a study of assets, increasing the limit puts the City's financial liability at risk. Mr. Gonsalves gave examples of liability portions of the budget that are utilized for unexpected errors in what the City owes and stated that the liability portion makes up about \$500,000, or half, of the budget for exemptions. Councilor Washington stated that she agrees with Councilor Raposo that a list of denied applications will be important in determining how to remedy the problem. Councilor Linda M. Pereira expressed concern regarding the limits that are applied to Clause 17D due to age limits and the exemption limit. Ms. Almon explained that the City wouldn't get reimbursed for the increased portion of this exemption as the Commonwealth of Massachusetts will only reimburse up to \$175 for Clause 17D and the City already is in a deficit for reimbursements. She also stated that there were about 104 exemptions that were approved for 17D in the past year. The Director of Financial Services also stated that while many residents may be considered low income residents, their assets may balance out that income.

Councilor Pereira asked that the Administration work on creating a list of exemptions that can assist senior property owners and present that list to the Committee on Finance for the Fiscal Year 2024 Budget. Councilor Michelle M. Dionne asked if the City has been close to the total of \$500,000 set aside in the budget for errors. The Director of Financial Services and the Chairman of the Board of Assessors confirmed that they almost reach that limit every year. Councilor Dionne also asked for information regarding the Tax Work-Off Program for seniors and if that would be a beneficial program to restart. Mr. Aitken stated that because the income in that program is taxable and the City needs to pay for unemployment insurance, it isn't very beneficial as the resident needs to pay taxes on that income and the City needs to increase their insurance premium.

Councilor Dionne asked for clarification on eligibility for exemptions. Ms. Almon and Mr. Gonsalves gave an in-depth explanation of the personal financial information they must obtain, such as Social Security payments, bank statements, pensions, etc. Ms. Almon emphasized that increasing the asset limit would create a high risk for funding exemptions. Mr. Aitken stated that the Administration isn't against these increases, but it would be challenging to budget properly. Ms. Almon also offered to come back to the Committee with more information regarding income versus assets. Mr. Gonsalves recommended that if increases were going to be pursued, the first increase should be on income limits as those are easier to study. He stated that after those are raised, the asset limits could be increased a few years later, allowing time to analyze the estimated liability. Councilor Laliberte asked the City Clerk to send a letter to the members of the Fall River legislative delegation regarding increasing reimbursement amounts for these types of exemption clauses, a copy of which is attached hereto and made a part of these minutes. On a motion made by Councilor Andrew J. Raposo and seconded by Councilor Bradford L. Kilby, it was unanimously voted to table the matter, with Councilor Shawn E. Cadime absent and not voting.

On a further motion made by Councilor Andrew J. Raposo and seconded by Councilor Linda M. Pereira, it was unanimously voted to adjourn at 6:59 p.m., with Councilor Shawn E. Cadime absent and not voting.

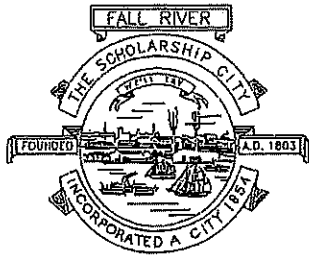
List of documents and other exhibits used during the meeting:

Agenda packet (attached)

DVD of meeting



Clerk of Committees



City of Fall River Massachusetts
Office of the City Clerk

ALISON M. BOUCHARD
CITY CLERK

INÊS LEITE
ASSISTANT CITY CLERK

January 27, 2023

The Honorable Michael J. Rodrigues
State House, Room 212
Boston, MA 02133

The Honorable Alan Silvia
State House, Room 167
Boston, MA 02133

The Honorable Paul A. Schmid II
State House, Room 466
Boston, MA 02133

The Honorable Carole Fiola
State House, Room 236
Boston, MA 02133

Dear Fall River Legislative Delegation:

During the Fall River City Council Committee on Finance meeting held on Tuesday, January 24, 2023, the Committee members requested that a letter be sent to request that those representing Fall River within the State Legislature work towards increasing the Commonwealth's real estate tax exemption reimbursement amounts to municipalities, specifically exemptions related to senior citizens, such as Clause 17D.

The Committee on Finance discussed the increased cost of living throughout Fall River and that the exemption reimbursement limit provided by the Commonwealth of Massachusetts limited the City's ability to increase this exemption amount for senior residents, many of whom have financial hardships. The Committee members would like to work with the City Administration and your offices to increase these exemptions as well as change the reimbursement limit on Clause 17D to full reimbursement to municipalities.

The members of the Committee on Finance are asking for support within the Legislature to assist not only Fall River, but many cities and towns throughout the Commonwealth, by working to increase the reimbursement limit for certain exemptions providing real estate tax relief for senior citizen property owners.

Should you have any questions regarding this matter, please reach out to my office at 508-324-2220.

Sincerely,

Alison M. Bouchard
City Clerk

/lv

cc: Paul E. Coogan, Mayor
Linda M. Pereria, City Council Vice President
Seth Thomas Aitken, City Administrator
Richard Gonsalves, Chairman of the Board of Assessors

REGULAR MEETING OF THE CITY COUNCIL

MEETING: Tuesday, January 24, 2023 at 7:00 p.m.
Council Chamber, One Government Center

PRESENT: President Joseph D. Camara, presiding;
Councilors Michelle M. Dionne, Bradford L. Kilby,
Pamela S. Laliberte, Leo O. Pelletier, Linda M. Pereira,
Andrew J. Raposo, and Laura-Jean Washington

ABSENT: Councilor Shawn E. Cadime

IN ATTENDANCE: Seth Thomas Aitken, City Administrator

President Joseph D. Camara called the meeting to order at 7:09 p.m. with a moment of silence followed by a salute to the flag and announced that the meeting may be recorded with audio or video and transmitted through any medium.

PRIORITY MATTERS

1. Mayor requesting confirmation of the following reappointments to the Council on Aging
 - a. Carolyn Burton
 - b. Barbara Jean
 - c. Susana Ribeiro
 - d. Lorraine Sherry

On a motion made by Councilor Bradford L. Kilby and seconded by Councilor Linda M. Pereira, it was unanimously voted to confirm the reappointments, with Councilor Shawn E. Cadime absent and not voting.

2. Mayor and notification of Fall River Housing Authority appointment of Commissioner Jo Ann Bentley as the designee to the Community Preservation Committee.

On a motion made by Councilor Andrew J. Raposo and seconded by Councilor Pamela S. Laliberte, it was unanimously voted to accept the notification and place it on file, with Councilor Shawn E. Cadime absent and not voting.

On a further motion made by Councilor Michelle M. Dionne and seconded by Councilor Linda M. Pereira, it was unanimously voted to take items 3 through 7 together.

3. Mayor requesting confirmation of the reappointment of John Frank, III, to the Board of Appeals
4. Mayor requesting confirmation of the reappointment of Richard J. Souza to the Sewer Commission
5. Mayor requesting confirmation of the reappointment of Elizabeth Andre to the Planning Board
6. Mayor requesting confirmation of the reappointment of Eric Kelly to the Board of Appeals (Alternate)
7. Mayor requesting confirmation of the following appointments to the Council on Aging
 - a. Joan Mello
 - b. Joyce Landry

On a motion made by Councilor Michelle M. Dionne and seconded by Councilor Laura-Jean Washington, it was unanimously voted to confirm the appointments and reappointments, with Councilor Shawn E. Cadime absent and not voting.

8. Mayor and Orders:
 - a. To create a stabilization fund to be called "Opioid Settlement Receipts Stabilization Fund"

On a motion made by Councilor Bradford L. Kilby and seconded by Councilor Linda M. Pereira, it was unanimously voted 8 yeas to adopt the order, with Councilor Shawn E. Cadime absent and not voting.

Approved, January 25, 2023

Paul E. Coogan, Mayor

- b. Transferring the sum of \$931,039.86 from the General Fund to the Opioid Settlement Receipts Stabilization Fund

On a motion made by Councilor Andrew J. Raposo and seconded by Councilor Linda M. Pereira, it was unanimously voted to adopt the order, with Councilor Shawn E. Cadime absent and not voting.

- c. Accept the fourth paragraph of MGL Ch. 40, Section 5B, which provides for the dedication to a stabilization fund to be effective for the fiscal year beginning on July 1, 2023

On a motion made by Councilor Andrew J. Raposo and seconded by Councilor Leo O. Pelletier, it was unanimously voted to adopt the order, with Councilor Shawn E. Cadime absent and not voting.

Approved, January 25, 2023

Paul E. Coogan, Mayor

9. Mayor and Department of Community Utilities - Water Division's proposal for Bristol County ARPA funding in the amount of \$2,000,000 for Waterfront Storm Water Corridor Project for Route 79

On a motion made by Councilor Linda M. Pereira and seconded by Councilor Laura-Jean Washington, it was unanimously voted that the communication be accepted and placed on file and that the proposal be approved, with Councilor Shawn E. Cadime absent and not voting.

10. Mayor and Department of Community Utilities - Water Division's proposal for Bristol County ARPA funding in the amount of \$3,000,000 for the partial removal of 450 lead service lines from curb stop to water meter for residential customers

On a motion made by Councilor Andrew J. Raposo and seconded by Councilor Laura-Jean Washington, it was unanimously voted that the communication be accepted and placed on file and that the proposal be approved, with Councilor Shawn E. Cadime absent and not voting.

11. Mayor and request for extension to submit the Quarter 2 budget report to the City Council in February

Councilor Michelle M. Dionne expressed concern as the report was currently due and that a request for an extension should have been placed on the agenda of the previous meeting. On a motion made by Councilor Pamela S. Laliberte and seconded by Councilor Linda M. Pereira, it was unanimously voted to waive the rules to allow the City Administrator to answer questions, with Councilor Shawn E. Cadime absent and not voting.

Seth Thomas Aitken, City Administrator, stated that the budget report was currently being worked on and revised to a more efficient format. Councilor Pamela S. Laliberte expressed concern that there was no meeting date listed on the request and that she would like this item to be included on the next meeting's agenda. Councilor Laura-Jean Washington asked for clarification regarding the delay and Mr. Aitken stated there was a time limitation that hadn't been anticipated and he was happy to look into it. Councilor Linda M. Pereira stated that she understands these reports take time to produce and that perhaps having these reports done twice per year instead of four times would be more reasonable. Councilor Laliberte stated that this is a requirement of the Charter. Councilor Pereira stated that the City Council had the ability to change the Charter. The City Administrator stated that while he agreed that the creation of these reports was challenging, it is a priority to have the report ready for the City Council as soon as possible.

President Joseph D. Camara relinquished the podium to Vice President Linda M. Pereira at 7:27 p.m. and stated that he was disappointed this report wasn't ready and he supports these reports being on time due to their importance. President Camara returned to the podium at 7:30 p.m. A motion was made to reject the request by Councilor Michelle M. Dionne and seconded by Councilor Pamela S. Laliberte, but failed to carry, with Councilor Shawn E. Cadime absent and not voting. A further motion was made by Councilor Bradford L. Kilby and seconded by Councilor Laura-Jean Washington to adopt the request. President Camara asked for a roll call and Councilor Michelle M. Dionne objected to the motion. As a result, the matter was laid on the table in accordance with the Charter.

PRIORITY COMMUNICATIONS – None

COMMITTEE REPORTS

Committee on Human Services, Housing, Youth and Elder Affairs recommending:

Grant Leave to Withdraw

12. Resolution – Discussion on access to housing and homelessness with local community organizations

On a motion made by Councilor Linda M. Pereira and seconded by Councilor Leo O. Pelletier, it was unanimously voted to grant the resolution leave to withdraw, with Councilor Shawn E. Cadime absent and not voting.

Referral to Committee on Finance

13. Resolution – Administration prepare presentation to address the needs of City Parks and leagues, including football and baseball fields

Councilor Andrew J. Raposo stated that he would like a joint meeting with the Board of Park Commissioners for this item to be scheduled as soon as possible. President Joseph D. Camara stated he will reach out to the Board for their availability.

On a motion made by Councilor Linda M. Pereira and seconded by Councilor Pamela S. Laliberte, it was unanimously voted to refer the resolution to the Committee on Finance, with Councilor Shawn E. Cadime absent and not voting.

Committee on Regulations recommending:

Adoption

14. Transfer of auto repair license no. 263 located at 830 Globe Street from Jose Beirao d/b/a Beirao's Auto Repair Co., Inc. to Mario P. Loureiro d/b/a Marios Auto Repair & Sales, Inc.

On a motion made by Councilor Andrew J. Raposo and seconded by Councilor Laura-Jean Washington, it was unanimously voted to adopt the order, with Councilor Shawn E. Cadime absent and not voting.

Approved, January 25, 2023

Paul E. Coogan, Mayor

ORDINANCES – None

RESOLUTIONS

15. The City Council and Administration requesting that Representatives and Senators in both the state and federal government begin aiding in the process to add Veterans Memorial Bicentennial Park to the National Historic Parks Registry.

Councilor Linda M. Pereira stated that she has been speaking to the Administration regarding this project and will work on having letters mailed to both Federal and State Delegations.

On a motion made by Councilor Linda M. Pereira and seconded by Councilor Andrew J. Raposo, it was unanimously voted to adopt the resolution, with Councilor Shawn E. Cadime absent and not voting.

16. The Administration, a representative from the Assessor's office and a representative from the Department of Veteran's Services provide financial information re the City's participation with Massachusetts Tax Work-Off Program

Councilor Linda M. Pereira stated this program may offer important tax relief to the senior citizens of the City and that she would like an assessment of those potential benefits to be presented to the City Council.

On a motion made by Councilor Linda M. Pereira and seconded by Councilor Laura-Jean Washington, it was unanimously voted to adopt the resolution, with Councilor Shawn E. Cadime absent and not voting.

CITATIONS – None

ORDERS – HEARINGS**Pole Location**

17. Massachusetts Electric Company – one (1) new pole in front of 143 Guild Street
On a motion made by Councilor Linda M. Pereira and seconded by Councilor Andrew J. Raposo, it was unanimously voted to refer the order to the Committee on Public Works and Transportation, with Councilor Shawn E. Cadime absent and not voting.

ORDERS – MISCELLANEOUS**18. Auto Body Shop License Renewals:**

Joseph Silva d/b/a Supreme Auto, located at 421 Third Street

On a motion made by Councilor Andrew J. Raposo and seconded by Councilor Linda M. Pereira, it was unanimously voted to adopt the order, with Councilor Shawn E. Cadime absent and not voting.

Approved, January 25, 2023

Paul E. Coogan, Mayor

19. Auto Repair Shop License Renewals:

David J. Motta d/b/a Action Cycles, located at 326 Pleasant Street

On a motion made by Councilor Andrew J. Raposo and seconded by Councilor Laura-Jean Washington, it was unanimously voted to adopt the order, with Councilor Shawn E. Cadime absent and not voting.

Approved, January 25, 2023

Paul E. Coogan, Mayor

20. Revocation of License for an Auto Repair Shop at request of owner:

Luis Pereira d/b/a LP Auto Repair, 1201 Slade Street, License No. 311

On a motion made by Councilor Bradford L. Kilby and seconded by Councilor Linda M. Pereira, it was unanimously voted to adopt the order, with Councilor Shawn E. Cadime absent and not voting.

Approved, January 25, 2023

Paul E. Coogan, Mayor

21. Police Chief's report on licenses:**2023 Taxicab Drivers**

Akeem Barlow

Roger W. Correia

Maurice Lievesley

Jeff C. Middleton

Antonio Sparshott

2023 Livery Drivers

Ferhat Ozakcaoglu

2023 Livery Vehicles

Ferhat Ozakcoaglu –Mercedes GLE350

On a motion made by Councilor Andrew J. Raposo and seconded by Councilor Laura-Jean Washington, it was unanimously voted to adopt the order, with Councilor Shawn E. Cadime absent and not voting.

22. City Council meeting schedule from February through December 2023
 Councilor Andrew J. Raposo asked why the dates had been changed from the second and fourth Tuesday to the third and fifth Tuesday in the month of May. President Camara stated that there was an adjustment made due to a Council member being away that month.

On a motion made by Councilor Bradford L. Kilby and seconded by Councilor Linda M. Pereira, it was voted to adopt the order, with Councilor Andrew J. Raposo voting in the negative and Councilor Shawn E. Cadime absent and not voting.

COMMUNICATIONS – INVITATIONS – PETITIONS

23. Claims

On a motion made by Councilor Linda M. Pereira and seconded by Councilor Andrew J. Raposo, it was unanimously voted to refer the claim to Corporation Counsel, with Councilor Shawn E. Cadime absent and not voting.

24. Letter from Kevin Aguiar re School Committee Members Compensation

Councilor Bradford L. Kilby stated he would like to refer the communication to the Committee on Ordinances and Legislation. Councilor Laura-Jean Washington expressed concern as this letter is requesting that the compensation be doubled while the City is still working to increase the salary of first responders. Councilor Linda M. Pereira stated that the City Council had voted to no longer receive a cost-of-living increase and that she was unsure if this also applied to the School Committee. Councilor Pereira stated that a Committee should be formed to discuss this matter. Councilor Pamela S. Laliberte stated she would support this communication being referred to the Committee on Ordinances and Legislation. President Joseph D. Camara stated that the School Committee needs to discuss this matter themselves before the City Council makes any decisions on changing the ordinance. Councilor Michelle M. Dionne emphasized the importance of having the School Committee meet on this topic and supply the City Council with information following their discussion.

On a motion made by Councilor Linda M. Pereira and seconded by Councilor Pamela S. Laliberte, it was voted 4 yeas, 4 nays to accept the letter and place it on file, and the motion failed to carry, with Councilors Bradford L. Kilby, Pamela S. Laliberte, Andrew J. Raposo and Laura-Jean Washington voting in the negative, and with Councilor Shawn E. Cadime absent and not voting. On a further motion made by Councilor Pamela S. Laliberte and seconded by Councilor Bradford L. Kilby, it was voted 7 yeas, 1 nay, with President Joseph D. Camara voting in the negative and Councilor Shawn E. Cadime absent and not voting, to refer the letter to the Committee on Ordinances and Legislation with the stipulation that the Committee would not act on this matter until they received correspondence regarding the School Committee's input and to send a letter to the School Committee informing them of this action, a copy of which is attached hereto and made a part of these minutes.

25. Planning Board Minutes – December 14, 2022

On a motion made by Councilor Andrew J. Raposo and seconded by Councilor Linda M. Pereira, it was unanimously voted to accept the minutes and place them on file, with Councilor Shawn E. Cadime absent and not voting.

On a further motion made by Councilor Andrew J. Raposo and seconded by Councilor Linda M. Pereira, it was unanimously voted to take items 26-31 together.

City Council Minutes

- 26. Public Hearing – December 27, 2022
- 27. Committee on Finance – December 27, 2022
- 28. City Council – December 27, 2022
- 29. City Council Special Meeting – January 3, 2023
- 30. Committee on Finance – January 10, 2023
- 31. City Council – January 10, 2023

On a motion made by Councilor Andrew J. Raposo and seconded by Councilor Laura-Jean Washington, it was unanimously voted to approve items 26-31, with Councilor Shawn E. Cadime absent and not voting.

BULLETINS – NEWSLETTERS – NOTICES – None

ITEMS FILED AFTER THE AGENDA DEADLINE
CITY COUNCIL MEETING DATE: JANUARY 24, 2023

COMMUNICATIONS – INVITATIONS – PETITIONS

- 24a. Open Meeting Law complaint filed by Patrick Higgins re: January 3, 2023 alleged violation by City Council

On a motion made by Councilor Linda M. Pereira and seconded by Councilor Andrew J. Raposo, it was unanimously voted to refer the complaint to Corporation Counsel, with Councilor Shawn E. Cadime absent and not voting.

On a motion made by Councilor Andrew J. Raposo and seconded by President Joseph D. Camara, it was unanimously voted to adjourn at 7:56 p.m., with Councilor Shawn E. Cadime absent and not voting.

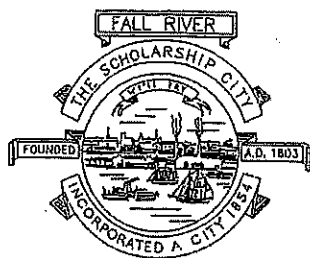
List of documents and other exhibits used during the meeting:

Agenda packet (attached).
 DVD of meeting

A true copy. Attest:

Alison M. Bouchard

City Clerk



City of Fall River Massachusetts
Office of the City Clerk

ALISON M. BOUCHARD
CITY CLERK

INÊS LEITE
ASSISTANT CITY CLERK

January 27, 2023

Fall River School Committee
417 Rock Street
Fall River, MA 02720

Dear Members of the School Committee

At a Regular Meeting of the Fall River City Council held on January 24, 2023, a discussion was held regarding a letter received from School Committee Member Kevin Aguiar addressing the need for an increase in School Committee member compensation. On a motion made and seconded, this letter was referred to the City Council Committee on Ordinances and Legislation for future review with the request that a letter be sent to your honorable body for your input on the matter, 7 yeas, 1 nay, with Council President Joseph D. Camara voting in the negative and Councilor Shawn E. Cadime absent and not voting. The Committee on Ordinances and Legislation will not act upon this matter until the School Committee's input is received.

Should you have any questions regarding this matter, please reach out to my office at 508-324-2220.

Sincerely,

Alison M. Bouchard
City Clerk

/lv

SPECIAL MEETING OF THE CITY COUNCIL

MEETING: Tuesday, January 31, 2023 at 5:15 p.m.
Council Chamber, One Government Center

PRESENT: Vice President Linda M. Pereira, presiding;
Councilors Shawn E. Cadime, Michelle M. Dionne,
Leo O. Pelletier, Andrew J. Raposo and Laura-Jean Washington

ABSENT: Council President Joseph D. Camara and Councilors Bradford L. Kilby
and Pamela S. Laliberte

IN ATTENDANCE: None

Vice President Linda M. Pereira called the meeting to order at 5:19 p.m. with a moment of silence followed by a salute to the flag and announced that the meeting may be recorded with audio or video and transmitted through any medium.

1. Citizen Input

Charles Chace, 3723 North Main Street – Hyphenation

On a motion made by Councilor Shawn E. Cadime and seconded by Councilor Michelle M. Dionne, it was unanimously voted to waive the rules to allow Charles Chace to speak past the three minute time limit, with Council President Joseph D. Camara and Councilors Bradford L. Kilby and Pamela S. Laliberte absent and not voting.

2. Open Meeting Law complaint filed by Patrick Higgins re: January 24, 2023
alleged violation by City Council

Councilor Michelle M. Dionne asked that the complaint be read aloud and the City Clerk did so. On a motion made by Councilor Shawn E. Cadime and seconded by Councilor Laura-Jean Washington, it was unanimously voted to refer the complaint to Corporation Counsel, with Council President Joseph D. Camara and Councilors Bradford L. Kilby and Pamela S. Laliberte absent and not voting.

On a further motion made by Councilor Andrew J. Raposo and seconded by Councilor Michelle M. Dionne, it was unanimously voted to adjourn at 5:27 p.m., with Council President Joseph D. Camara and Councilors Bradford L. Kilby and Pamela S. Laliberte absent and not voting.

List of documents and other exhibits used during the meeting:

Agenda (attached)
DVD of meeting

A true copy. Attest:

Alison M. Bouchard

City Clerk