



**MUNICIPAL COUNCIL AGENDA
ELIZABETH POLE SCHOOL - LIBRARY
215 HARRIS STREET, TAUNTON, MA 02780**

~
AUGUST 12, 2014 – 7:00 PM

**INVOCATION
ROLL CALL
RECORDS**

HEARING: NONE

COMMUNICATIONS FROM THE MAYOR

APPOINTMENTS

COMMUNICATIONS FROM CITY OFFICERS

- Pg. 1-2 Com. from Executive Director Mayor's Office of Economic and Community Development – TIF Agreement
- Pg. 3 Com. from Chairman, Taunton Planning Board – Notifying of a public hearing
- Pg. 4-6 Com. from Risk Manager – Requesting to pay a prior year invoice
- Pg. 7 Com. from City Engineer – Requesting acceptance of Traffic Signal Permit for Weir Street at Taunton Green (**Separate Map**)
- Pg. 8 Com. from Janet Murphy, 545 Richmond St., East Taunton – Requesting re-pavement of a roadway
- Pg. 9-38 Com. from Superintendent of Buildings – No response to RFP for Barnum School Purchase and Redevelopment

PETITIONS

Street Acceptance

Petition submitted by City Engineer requesting acceptance of Kilton Place as a Public Way to allow the DPW to locate a sewer line as a replacement for an inadequate system currently in place. Acceptance of this road will allow the City to use Chapter 90 funds for this project. (**Public Hearing Required**)

COMMITTEE REPORTS

RECEIVED
CITY CLERK'S OFFICE
2014 AUG - 8 A 10: 31
TAUNTON, MA
CITY CLERK

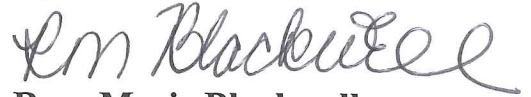
UNFINISHED BUSINESS

- Meet in Executive Session with the City Solicitor for an update concerning the Star Theater.

ORDERS, ORDINANCES AND RESOLUTIONS

NEW BUSINESS

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Rm Blackwell", written in a cursive style.

**Rose Marie Blackwell
City Clerk**



CITY OF TAUNTON
*Office of Economic
And Community Development*
45 School Street
Taunton, Massachusetts 02780
Phone (508) 821-1030
Fax (508) 821-1091

KEVIN J. SHEA
Executive Director

MICHAEL J. FERREIRA
Assistant Executive Director

August 4, 2014

A.J. Marshall
President
Taunton Municipal Council
City Hall
141 Oak Street
Taunton, Massachusetts 02780

Re: Tax Increment Financing Agreement – General Fire Extinguishers , Inc.

Dear Members of the Municipal Council:

Please find enclosed for your consideration a request from Mr. Eugene LeClair seeking an adjustment to the Tax Increment Financing agreement between the City of Taunton and General Fire Extinguishers, Inc.

Mr. LeClair is requesting an adjustment to the original base year of the TIF agreement until FY 2016. General Fire Extinguisher's tax exemption was to begin in FY 14.

If it is the members of the Municipal Council approve the request, I will contact the City Solicitor's office in order for the appropriate amendment be drafted and executed.

If you have any questions or require additional information please contact me.

Sincerely,

Kevin J. Shea
Executive Director

Cc: Mayor Thomas C. Hoye, Jr.
Jason D. Buffington, City Solicitor
Kathy Grein, Taunton Assessor's Office

Attachment



GENERAL FIRE EXTINGUISHERS, INC.

12 Arthur Street, Taunton, MA 02780

"A LITTLE CARE MAKES FIRE RARE"

Tel: 508-822-1961 * Fax: 508-822-0546 * Email gfe1961@comcast.net

July 24, 2014

Mr. A.J. Marshall
Council President
Taunton City Council
141 Oak St.
Taunton, MA 02780

Dear Mr. Marshall,

This letter is in regard to the Tax Increment Financing Agreement between the City of Taunton and General Fire Extinguishers, Inc. that was given approval by the City of Taunton on November 20, 2012 and extended through 2013. Unfortunately, the anticipated investment by General Fire Extinguishers, Inc. for construction on property at 314 Broadway will not be completed again before the end of this fiscal year due to a few circumstances that are beyond our control.

Therefore, we are requesting an adjustment one more time from the original date of the base year for the TIF agreement to be move ahead to 2015 to allow for enough time to complete the construction project and be compliant with the agreement. Without knowing the timelines of all contractors involved in the project, we cannot issue a completion date yet but we are targeting late-summer 2014 for the building project to be completed and doing business from there shortly thereafter.

We are very appreciative of the board's decision to approve the project under the TIF agreement and we apologize once again for the delay. Please don't hesitate to contact me if you have any questions. Thank you for your consideration.

Sincerely,

Eugene LeClair, President
General Fire Extinguishers, Inc.
12 Arthur St.
Taunton, MA 02780

David LeClair, Director of Operations

Cc: Mayor Tom Hoye
Mr. Kevin Shea
Ms. Kathy Grein



TAUNTON PLANNING BOARD

City Hall

15 Summer Street

Taunton, Massachusetts 02780

Denise J. Paiva, Secretary

Phone 508-821-1051

Fax 508-821-1665

August 5, 2014

Honorable Thomas Hoye, Mayor
Members of the Municipal Council
141 Oak St., Maxham School
Taunton, Ma. 02780

C/O Rose Marie Blackwell, City Clerk

RE: Site Plan Review -- 1094 Bay Street -- Home Plate Properties LLC

Dear Mayor Hoye and Members of the Municipal Council:

Please be advised the Taunton Planning Board received a Modification of an existing Site Plan Review for property at **1094 Bay Street** resulting in 18 additional parking spaces, submitted by Home Plate Properties, LLC.

The next scheduled meeting for this petition will be on Tuesday, August 19, 2014 at 10:00 AM in the Taunton Planning Board Office, 15 Summer St., Annex Bldg., at which time the application shall be reviewed by the DIRB and again on Thursday, August 28, 2014 at 5:30 PM at Chester R Martin Municipal Council Chambers, 141 Oak St., Taunton, Ma. at which this petition will be reviewed by the Planning Board.

Respectfully yours,

Daniel P. Dermody, Chairman
Taunton Planning Board

DPD/djp



City of Taunton

LAW DEPARTMENT

141 Oak Street
Taunton, Massachusetts 02780
Phone (508) 821-1036 Facsimile (508) 821-1397



Thomas C. Hoye, Jr.
MAYOR

Jason D. Buffington
CITY SOLICITOR

Daniel F. de Abreu
ASST. CITY SOLICITOR

July 17, 2014

Thomas C. Hoye, Jr., Mayor
Members of the Municipal Council
City of Taunton
15 Summer Street
Taunton, MA 02780

Re: Prior Year Invoice from HUB International

Dear Mayor Hoye & Members of the Municipal Council:

On July 17, 2014, I requested permission to pay a prior year invoice from HUB International in the amount of \$4,248.00. I received a communication from the Council asking me to submit a written explanation in detail as to how HUB International may invoice us after coverage has been completed. Attached please find two pages from our policy which allows the insurance company to conduct a final audit and invoice the City for any additional premiums which may be due.

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

Yours truly,

Susan K. Barber
Risk Manager

/skb

Enc.

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ZURICH®

Premium And Reports Agreement – Composite Rated Policies

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

- Business Auto Coverage Form
- Garage Coverage Form
- Motor Carrier Coverage Form
- Truckers Coverage Form

SCHEDULE

Units of Exposure – Indicate your selection of one of the following with an :

X per "auto" per \$100 "cost of hire" per 10,000 "miles"

per "auto – power units only" per \$100 of "gross receipts" per 100 "miles"

per \$1,000 "payroll"

"other":

Estimated Unit(s) of Exposure	Composite Rate(s)	Estimated Premium(s)
Auto Liability 271	419.797	\$ 113,765
Auto Physical Damage (not autos covered by Municipal Risk Value Guard Coverage) 17	441.117	\$ 7,999
Flat Charges & Value Guard		\$ 16,755

Deposit Premium: \$138,519

Minimum Premium: \$

The Premium Audit Condition is replaced by the following:

Premium Audit

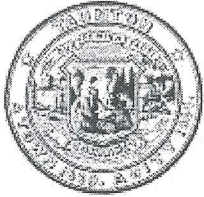
- We will compute all premiums for this coverage form according to our rules and the Composite Rate(s) shown in the Schedule of this endorsement or attached hereto. The estimated premium for this coverage form is based on the exposures you told us you would have when this policy began. We will compute the final premium due when we determine your actual exposures at the time of final audit.
- The Deposit Premium shown in the Schedule of this endorsement is due and payable on the first day of the policy period. In addition, the first Named Insured will pay, within 20 days following the date of mailing or delivery of a statement of interim audited premium, any additional earned premium that is developed during any interim audit conducted by us during the policy period.

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- c. Within 180 days after this coverage form expires we will conduct a final audit, which may not be waived. We will compute the earned premium for the policy period by multiplying the Composite Rate for the indicated Unit of Exposure shown in the Schedule of this endorsement against your actual exposures as determined by such final audit. If the resulting earned premium is greater than the sum of the Deposit Premium shown in the Schedule and any interim adjustment premiums, the first Named Insured will pay us the excess; if less, we will return the unearned premium to the first Named Insured. However, the earned premium will not be less than the Minimum Premium shown in the Schedule. If no Minimum Premium is shown in the Schedule, the Minimum Premium will be 80% of the Deposit Premium.
- d. If this policy is issued for more than one year, the premium for this coverage form will be computed annually based on our rates or premiums in effect at the beginning of each year of the policy.
- e. The first Named Insured must maintain records of the information we need for premium computation and send us copies at such times as we may request.
- f. Solely with respect to this endorsement, the Units of Exposure shown in the Schedule of this endorsement are defined as follows:
 - (1) "Auto" means the actual number of covered "autos" determined by adding the number of covered "autos" at the beginning of the policy period to the number of covered "autos" at the end of the policy period or termination date and dividing this sum by two.
 - (2) "Auto – power units only" means the actual number of covered "autos – power units only" determined by adding the number of covered "autos – power units only" at the beginning of the policy period to the number of covered "autos – power units only" at the end of the policy period or termination date and dividing this sum by two. This includes "autos" operated under their own power only.
 - (3) "Cost of hire" means the total cost of hiring the "autos". If "autos" are hired without operators, this includes the actual wages of the operators of such "autos".
 - (4) "Gross receipts" means the total amount earned by the "insured" for shipping or transporting property. This includes:
 - (a) The total amount received from the rental of equipment with or without drivers, to any person or organization not engaged in the business of transporting property for hire by "auto", and
 - (b) 15% of the total amount received from the rental of equipment, with or without drivers, to any person or organization engaged in the business of transporting property for hire by "auto"."Gross receipts" does not include:
 - (i) Amounts paid to air, sea or land carriers operating under their own permits;
 - (ii) Taxes collected as a separate item and paid directly to the government;
 - (iii) Cash on delivery collections for cost of merchandise including collection fees;
 - (iv) Warehouse storage charges; or
 - (v) Advertising revenue.This definition applies whether shipment originates with the "insured" or some other carrier.
 - (5) "Miles" means the total mileage driven during the policy period by all revenue producing "autos".
 - (6) "Payroll" means total remuneration for all "employees" of the "insured".
 - (7) "Other" means the description shown under the "Other" Unit of Exposure category shown in the Schedule of this endorsement.

All other terms and conditions of this policy remain unchanged.

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CITY of TAUNTON
DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION



90 Ingell Street
Taunton, Massachusetts 02780-3430
Phone: 508-821-1027, Fax: 508-821-1336
mslusarz@taunton-ma.gov

Mark B. Slusarz, P.E.
City Engineer

August 4, 2014

Mayor Thomas Hoye and the
Taunton Municipal Council
141 Oak Street
Taunton, MA 02780

Re: Traffic Signal Permit Acceptance
Weir Street at Taunton Green

Dear Mayor Hoye, Councilors;

On behalf of the Office of Economic and Community Development, I am asking the Municipal Council to approve the design plans as a Temporary Traffic Signal Permit. Accepting this plan will allow the Taunton Municipal Lighting Plant to energize and operate the pedestrian signals located at the right turn lane from Taunton Green onto Weir Street. This will also mark the beginning of the fine tuning and adjustment period, during which time minor changes to the timing and phasing may occur. At the end of this period (approximately two months), revised plans, reflecting these changes, will be submitted to the Council for the approval of a final Traffic Signal Permit.

The Office of Community Development has expressed some concern for pedestrian safety while the pedestrian lights are not functioning, therefore your prompt action is requested.

Sincerely,
City of Taunton

Mark B. Slusarz, P.E.
City Engineer

Cc: Kevin Shea, MOCD; Fred Cornaglia, DPW Commissioner

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July 31, 2014

Mayor Thomas Hoye
City of Taunton
15 Oak Street
Taunton, MA 02780

Dear Mayor Hoye,

As a resident of Richmond Street in East Taunton, I would like you to consider the repaving of a portion of Middleboro Avenue from Precinct Street down to approximately Amaro's market. It has been terribly uneven and riddled with potholes for as long as I can remember. As a member of Holy Family Church, we use Raynham roads to get from our house to the church and back again as well as many other places in East Taunton.

Any attention to this matter would be greatly appreciated.

Sincerely

Janet Murphy
545 Richmond Street
E. Taunton, MA 02780

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CITY OF TAUNTON

MASSACHUSETTS

WAYNE E. WALKDEN
SUPERINTENDENT OF
BUILDINGS

DEPARTMENT OF PUBLIC BUILDINGS



TEMPORARY
GOVERNMENT OFFICES
141 OAK STREET
TAUNTON, MA 02780
(508) 821-1015
FAX (508) 821-1019

July 31, 2014

Mayor Thomas C. Hoye Jr.,
Committee on Public Property Chair, Deborah Carr and
Members of the Committee:
City Hall

Re: **BARNUM SCHOOL – NO RESPONSE TO RFP FOR PURCHASE AND REDEVELOPMENT**

Dear Mayor and Councilors:

Please be advised that a 'Request For Proposals' was issued by the City of Taunton Building Department for the purchase and redevelopment of the former Barnum School.

Bids were due Friday, August 1, 2014. No bids were submitted.

A copy of the RFP is included for your review. Further discussion is warranted to determine alternative ways to market the property.

As always, if I can be of further service to you, feel free to contact my office. Thank you.

Respectfully,

Wayne E. Walkden
Superintendent of Buildings

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**CITY OF TAUNTON
MASSACHUSETTS**

Thomas C. Hoye, Jr., Mayor

**Taunton Municipal Council
Andrew J. Marshall, President**



REQUEST FOR PROPOSALS

PURCHASE AND REDEVELOPMENT OF THE FORMER

**Barnum School
25 Barnum Street
Taunton, Massachusetts 02780**

**REQUEST FOR PROPOSALS ISSUED: Thursday, July 3,
2014**

PROPOSAL DEADLINE: Friday, August 1, 2014 – 11 am

ISSUED BY: CITY OF TAUNTON

WAYNE E. WALKDEN, SUPERINTENDENT OF BUILDINGS

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REQUEST FOR PROPOSALS FOR THE PURCHASE
AND REDEVELOPMENT
OF THE CLOSED
BARNUM SCHOOL
25 BARNUM STREET
TAUNTON, MASSACHUSETTS

For questions regarding this Request for Proposals, contact Wayne E. Walkden,
Superintendent of Buildings at the City of Taunton's Building Department
(508) 821-1015 or by email to: wwalkden@taunton-ma.gov

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REQUEST FOR PROPOSAL ADVERTISEMENT

CITY OF TAUNTON, MASSACHUSETTS

REQUEST FOR PROPOSALS

The City of Taunton, Massachusetts, acting through its Building Department is soliciting proposals from qualified developers for the disposition and redevelopment of a vacant building; the former Barnum School located at 25 Barnum Street, Taunton, Massachusetts (City of Taunton Assessors Map 78, Parcel 46). The property is recorded at the Bristol County North Registry of Deeds in Book 413, Pages 306-307. The property consists of a two story brick building on an 18,295 square foot parcel.

Sealed bids will be received by the Superintendent of Buildings, in the Office of the Building Department, at the Temporary Government Office Building, 141 Oak Street, Taunton, Massachusetts 02780, during business hours as noted below, until the date and time of the bid opening.

BID OPENING

Bids will be opened on **Friday, August 1 2014** at 11:00 am Prevailing Time.

Contract Documents, including the Information for Bidders, Form of Bid, Form of Contract, Specifications, and other Contract Documents, may be obtained and/or examined on or after Thursday, July 3, 2014 in the office of:

**City of Taunton
Building Department Office
141 Oak Street (Temporary Government Offices)
Taunton, Massachusetts 02780
(Monday, Wednesday, & Thursday 8am-4pm)
(Tuesday 8am-7pm)
(Friday 8am-12pm)**

The contract will be awarded within thirty (30) days after bid opening. The time for award may be extended at the discretion of the City.

Proposer must furnish a Non-Collusion Form and Statement of Taxes with their bid.

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Advertisement

Section 1

Introduction

- Property Description
- Evaluation Guidelines
- Submission Requirements
- Evaluation Criteria

Section 2

Attachments

- Attachment A Price Proposal Form
- Attachment B Certificate of Tax Compliance (Individual)
- Attachment C Certificate of Tax Compliance (Corporate)
- Attachment D Beneficial Interest Statement
- Attachment E Certificate of Non-Collusion
- Attachment F Site Access Agreement
- Attachment G Massachusetts General Law Chapter 44: Section 63A
- Attachment H Floor Plans & 2014 Real Estate Appraisal Report
- Addendum Notification of Revised City Ordinance re: public property sale

INTRODUCTION

The City of Taunton, Massachusetts seeks competitive proposals for the purchase of the former Barnum School at 25 Barnum Street, Taunton. This property is owned by the City of Taunton. All proposals must include an offering acquisition price for the property. In addition to price, consideration will be given to those proposals that contain a plan for the re-use of the property and on the basis of the viability of such plan.

Property Description

This property is shown on the City of Taunton Assessor's Map 78, Parcel 46. The property is zoned "urban residential" according to GIS.

Utilities: Public water, sewer, natural gas and electricity are available at the property.

Lot Area: 18,295 square feet

The former Barnum School consisted of 11,348 square feet and occupied approximately .42 acres of land. The building was constructed as a school in 1926.

Current Use: Vacant

Current Condition: Overall the existing two story brick building and full basement is structurally sound. The building has been vacant for less than one year.

Subdivision/Permits/Approvals

All costs and responsibilities for obtaining public approvals, releases, easements, covenants, or any other restrictions that may be present on the property will be the responsibility of the buyer. Any and all further engineering and environmental studies will also be the responsibility of the buyer.

Conditions of the Property

The property available for disposition is available "AS IS" and the City of Taunton will not make improvements or changes to the property as a condition of the sale. Conveyance to the successful Proposer shall be subject to all restrictions and conditions of record, insofar as they may be in force and applicable to said parcel, and to any contamination as defined in the Massachusetts General Laws, Chapter 21E.

Use

The Subject Property will be conveyed to the successful respondent of this RFP at closing. The disposition of this property is subject to the Uniform Procurement Act of the Massachusetts General Laws, Chapter 30B, Section 16. The provisions of which are incorporated in this Request for Proposals by reference.

The use of this property will be controlled by current zoning and any other governing regulations.

Funding

The City will not provide or arrange for any direct subsidy to a proposed project and is under no obligation to assist the buyer in obtaining financing. The buyer is responsible for obtaining financing for any future pre-development and development costs associated with the project.

Proposer's Responsibility for Due Diligence

The prospective buyer is responsible for his/her own review and analyses concerning physical conditions, environmental conditions, applicable zoning, required permits and approvals, and other development and legal considerations. The information provided about the property in this Request for Proposals is believed to be correct, however, the prospective buyer is responsible for determining same to his/her satisfaction.

Evaluation of Applications

The City of Taunton Building Department through its Superintendent and any individuals he may designate will review all Proposals submitted in response to this RFP.

After a composite rating has been assigned for each proposal, the Superintendent of Buildings will make his recommendation to the City Solicitor. The City Solicitor shall review, in conjunction with the Superintendent of Buildings and his designees, the proposals and determine the most advantageous proposal from a responsive and responsible proposer taking into consideration price and evaluation criteria.

Additional meetings with the top rated proposers may be held to further discuss specifics of the proposal in more detail. If other than the highest priced proposal is selected, the City Solicitor, with the Superintendent of Buildings, shall explain in writing why the added benefits of the proposal justify the lower price. The City may cancel this RFP, or reject in whole or in part any and all proposals, if the City determines that cancellation or rejection serves the best interest of the City.

The City of Taunton is the Awarding Authority and reserves the right to waive any minor informality. The Awarding Authority also reserves the right to reject any and all proposals, or to accept other than the highest priced proposal should it be deemed to be in the best interest of the City of Taunton, Massachusetts, to do so.

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Pre-Submission Meeting

There will be a pre-submission briefing on **Thursday, July 10, 2014** at 9 **am** at the site located at 25 Barnum Street in Taunton, Massachusetts. The meeting will be followed by a brief tour of the property. The pre-submission meeting is recommended, but not required.

SUBMISSION REQUIREMENTS

The Request for Proposal may be obtained and/or examined on or after July 3, 2014 during normal business hours at the location and times noted below:

City of Taunton
Building Department Office`
141 Oak Street (Temporary Government Offices)
Taunton, Massachusetts 02780
(Monday, Wednesday, & Thursday 8am-4pm)
(Tuesday 8am-7pm)
(Friday 8am-12pm)

All proposals will be received by the City of Taunton, in the Building Department Office on 141 Oak Street, Taunton, Massachusetts 02780 on Friday, August 1, 2014, at 11:00 am Prevailing Time.

Questions on the Request for Proposal

The City of Taunton will accept questions during normal business hours and times noted above. Questions must be submitted in writing (preferably by email) no later than Tuesday, July 29, 2014, at 11:00 am to:

City of Taunton
Building Department Office`
141 Oak Street (Temporary Government Offices)
Taunton, Massachusetts 02780
Attention: Wayne E. Walkden
Superintendent of Buildings
Email: wwalkden@taunton-ma.gov

All responses shall be provided by written addenda to all parties who are on record as having obtained copies of the RFP.

The City of Taunton assumes no responsibility and no liability for costs incurred related to the preparation of responses to this RFP. The City shall bear no responsibility or liability due to copies of revisions lost in mailing or not delivered to a prospective proposer due to unforeseen circumstances. Prospective proposers must acknowledge receipt of all addenda within their responses to this solicitation.

Written modifications to proposals may be submitted prior to the date and time specified for the receipt of proposals.

Upon review, if any items are missing and/or incomplete, the City of Taunton at its discretion, may notify the applicant to provide such items. Additionally, submission of proposals shall be deemed to be the permission by the applicant to make any inquiries concerning the applicant as considered necessary to fully review qualifications.

A proposal may be withdrawn by written request, providing that such a request is received prior to the time established herein for the opening of proposals. The City will not consider any requests for withdrawal not received before the proposal opening deadline. No proposer may withdraw his/her proposal for a period of thirty days, excluding Saturdays, Sundays, and legal holidays after the actual date of the opening thereof.

SUBMISSION DOCUMENTS

Proposals are to be in writing and presented on the attached application. Respondents are to address all questions asked and provide a sufficient level of detail to enable evaluation of the proposal.

In order to be considered for selection, proposers shall submit a complete response to the RFP, **One (1) Original and Three (3) copies** of each response must be submitted to the City of Taunton Building Department Office.

Each proposal must be submitted in one, clearly marked, sealed envelope:

“**FORMER BARNUM SCHOOL PURCHASE PROPOSAL**”, in accordance with the submission requirements set forth in the Bid Documents

To be eligible for consideration, proposers must submit a completed Proposal Package by complying with **all** of the following documentation, except as may otherwise be specifically noted:

- **City of Taunton Price Proposal Form:** Proposals must include a completed Price Proposal Form for the property offered for sale by the City, in response to this RFP. (Price Proposal Form is **Attachment A** of this RFP.) The Price Proposal Form must be submitted in a separate, clearly marked, sealed envelope, marked "**Price Proposal**" and identify the proposer's name, address, and telephone number.
- **Authorization to Submit Proposal:** If the proposal is being submitted by an individual, it must be signed by that individual. If the proposal is being submitted on behalf of an entity, the proposal must include written evidence of the proposer's authority to submit the proposal in the form of legally binding documentation.
- **Certificate of Tax Compliance:** The proposal shall include, as applicable, either the individual or corporate Certificate of Tax Compliance Form attached as **Attachment B** and **Attachment C** to this RFP demonstrating payment of all taxes.
- **Disclosure Statement of Beneficial Interest:** The Proposal Packet must include a complete Disclosure Statement of Beneficial Interest, as required by MGL, Chapter 7C, Section 38 attached as **Attachment D** to this RFP.
- **Certificate of Non-Collusion:** The Proposal Packet must include a completed Certificate of Non-Collusion, attached as **Attachment E** to the RFP.
- **Letter of Interest:** Indicate the name, address, telephone number and email address of the proposed buyer of the project. Provide the name of a contact person who is authorized to speak for the buyer.
- **Narrative Statement:** Provide a brief summary of the proposed use of the property and include:
- **Description of Proposal:** Provide a narrative description of the proposed reuse of the buildings/site and a description of any proposed improvements or modifications to the property involved.
- **Participants in the Proposed Project:** Each participant in the proposed project should be identified including his/her role in the project and an overview of his/her previous experience. Provide a description of any previous reuse projects and the Respondent's or Respondents' ability to carry out the reuse and any improvements proposed. This information should give the City an understanding of your ability to complete a successful project as proposed.
- **References** and contact information from persons familiar with the character of the buyer and the buyer's commitment to the community.
- **Development Schedule:** Indicate the proposed redevelopment / reuse schedule including the proposed purchase date or lease start date.
- **Development Pro-Forma and Sources and Uses of Funds Statement:** A development period and cash flow pro-forma of the proposal including, all total project costs, operating pro-forma for a minimum of ten years, A "Sources and Uses of Funds" statement that identifies all sources of financing.

Unexpected Closure

If, at the time of the scheduled bid opening, City Hall is closed due to uncontrolled events such as fire, snow, ice, wind, or building evacuation, the bid opening will be postponed until 3:00pm on the next normal business day. Proposals will be accepted until that date and time.

Corrections and Modifications

A proposer may correct, modify, or withdraw a proposal by written notice received by the City, prior to the time and date set for the opening. Proposal modifications must be submitted in a sealed envelope, clearly labeled "Modification No. ____." Each modification must be numbered in sequence, and must reference the original RFP

After the opening, a proposer may not change any provision of the proposal in a manner prejudicial to the interests of the City or fair competition. Minor informalities will be waived or the proposer will be allowed to correct them. If a mistake and the intended proposal as clearly evident on the face of the document, the mistake will be corrected to reflect the intended correct proposal, and the proposer will be notified in writing; the proposer may not withdraw the proposal. A proposer may withdraw a proposal if a mistake is clearly evident on the face of the document, but the intended correct proposal is not similarly evident. The City of Taunton assumes no responsibility and no liability for costs incurred relevant to the preparation of responses to this RFP. The City shall bear no responsibility or liability due to copies of revisions lost in mailing or not delivered to a prospective proposer due to unforeseen circumstances. Prospective proposers must acknowledge receipt of all addenda within their responses to this solicitation.

The City will undertake a review of the Respondent to ensure that all taxes and municipal Fees are current on any and all property that is owned by the Respondent in the City of Taunton. Incomplete applications will not be considered.

Withdrawals

A proposal may be withdrawn by written request, providing that such a request is received prior to time established herein for the opening of proposals. The City will not consider any requests for withdrawal received after the proposal opening deadline.

Right to cancel

The City may cancel this RFP, or reject in whole or in part any and all bids, if the City determines that cancellation or rejection serves the best interests of the City.

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Evaluation Criteria

The most advantageous proposal from a responsive and responsible proposer, taking into consideration price and all other evaluation criteria set forth in this RFP will be selected.

Only responsive proposals will be evaluated by the City Building Department. The Superintendent of Buildings and his designees rank the proposals according to the following categories: highly advantageous, advantageous, not advantageous and unacceptable in each category and will forward a final recommendation to the City Solicitor.

The City of Taunton is the Awarding Authority and reserves the right to waive any minor informality. The Awarding Authority also reserves the right to reject any or all proposals, or to accept any other than the highest priced proposal should it be deemed to be in the best interest of the City of Taunton, Massachusetts, to do so. The following items will be reviewed and ranked according to the above listed categories of highly advantageous, advantageous, not advantageous and unacceptable.

Overall Score and Ranking

After evaluating a proposal on the foregoing factors, the evaluators will provide an overall ranking for the proposal as compared to other proposals.

Award Process

A. Eligibility for Award

If the Superintendent of Buildings determines that he has received one or more proposals that are deemed feasible, and the City Solicitor accepts his recommendation, an award for the property will be made under the terms of this RFP. In this event, the selected respondent may be awarded the opportunity to enter into a Purchase and Sales Agreement with the City of Taunton. In order to be eligible for such an award, the proposal must be responsive to the RFP.

B. Notification

Official notice of an award will be sent by U.S. Mail to the address and Applicant listed on the Applicant Information section of this RFP. Respondents who are not selected will be similarly notified by U.S. Mail after a selected Respondent has been offered and accepted.

C. The highest ranking proposer will be sent a notice indicating its selection as buyer. Within thirty days of this notice, the selected buyer will present a draft Purchase and Sale Agreement, together with any other appropriate legal documents for effectuating the transaction, the City for review. It is anticipated that a final Purchase and Sale Agreement will be executed within ninety days following the initial notice.

E. Non-Discrimination:

The City of Taunton shall select a designated buyer without consideration of age, sex, race, creed, sexual orientation, color, handicap, or national origin.

Comparative Evaluation Criteria:

HA = Highly Advantageous, A = Advantageous U = Unacceptable

	Highly Advantageous	Advantageous	Not Advantageous	Unacceptable
PROPOSER				
1. Financial capacity for re-use/development	Development and operating budgets are realistic and identified financial sources clearly illustrate the proposer's capacity to complete all phases of the project.	Development and operating budgets are somewhat realistic and financial sources are not clearly identified to illustrate the proposer's capacity to complete all phases of the project.	Development and operating budgets are not based on market conditions and financial sources are not clearly identified to illustrate the proposer's capacity to complete all phases of the project.	Information provided is not sufficient to make a determination
2. Demonstrated commitment to community	Proposal includes at least two letters of reference from persons familiar with the character of the buyer and the buyer's commitment to community	Proposal includes at least one letter of reference from persons familiar with the character of the buyer and the buyer's commitment to community	No letters of reference	Poor references
3. Likelihood to complete the project on schedule in a timely manner	Proposal illustrates the proposer's ability to complete the project within 1 years of executing a purchase and sales agreement and incorporates a commitment to do the same	Proposal illustrates the proposer's ability to complete the project within 2 years of executing a purchase and sales agreement and incorporates a commitment to do the same	Proposal does not illustrate the proposer's ability to complete the project within 2 years of executing the purchase and sales agreement	No ability or commitment to complete project

ATTACHMENTS

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Attachment A

PRICE PROPOSAL FORM

The undersigned hereby submits the attached proposal for the sale of property to the City of Taunton in response to the Request for Proposals (RFP) for the acquisition of the designated property in the City of Taunton.

Proposer's Name: _____

Owner's Name (if different from proposer): _____

Owner Entity and State of Incorporation: _____

Proposer's Address: _____

Proposer's Telephone: _____

Proposer's E-Mail: _____

Proposer's Fax Number: _____

Parcel Location: Street Address or Location of Property: _____

Proposed Purchase Price: _____

Signature of Proposer

Date

Name (Print): _____

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Attachment B

COMMONWEALTH OF MASSACHUSETTS INDIVIDUAL CERTIFICATE OF TAX COMPLIANCE

CERTIFICATE OF COMPLIANCE WITH TAX LAWS

Pursuant to Massachusetts General Laws, chapter 62C §49A, I certify under the penalties of perjury that _____ has complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting of child support.

Signed under the penalties of perjury:

Date Signature

Social Security Number Typed or Printed Name

COMMONWEALTH OF MASSACHUSETTS

On this _____ day of _____, 20__, before me, the undersigned notary public, _____ personally appeared _____, proved to me through satisfactory evidence of identification, which consisted of _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

NAME:
Notary Public
My commission expires: _____

Attachment C

COMMONWEALTH OF MASSACHUSETTS CORPORATE CERTIFICATE OF TAX COMPLIANCE

Pursuant to the requirements of G.L. c. 62C, s. 49A, the undersigned does hereby state the following:

I, _____, as the _____ of _____, whose principal place of business is located at _____ do hereby certify that the above named firm has complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting of child support.

Signed under the penalties of perjury:

Federal Identification Number Name of Corporation/

Unincorporated Association

Date Signature of President

Date Signature of Treasurer

COMMONWEALTH OF MASSACHUSETTS

On this _____ day of _____, 20__, before me, the undersigned notary public, personally appeared _____,

proved to me through satisfactory evidence of identification, which consisted of _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it as _____ for _____, a corporation, voluntarily for its stated purpose.

NAME:
Notary Public My commission
expires: _____

Attachment D

DISCLOSURE STATEMENT FOR TRANSACTION WITH A PUBLIC AGENCY CONCERNING REAL PROPERTY M.G.L. c. 7C, s. 38 (formerly M.G.L. c. 7, s. 40J)

INSTRUCTION SHEET

NOTE: The Division of Capital Asset Management and Maintenance (DCAMM) shall have no responsibility for insuring that the Disclosure Statement has been properly completed as required by law. Acceptance by DCAMM of a Disclosure Statement for filing does not constitute DCAMM's approval of this Disclosure Statement or the information contained therein. Please carefully read M.G.L. c. 7C, s. 38 which is reprinted in Section 8 of this Disclosure Statement.

Section (1): Identify the real property, including its street address, and city or town. If there is no street address then identify the property in some other manner such as the nearest cross street and its tax assessors' parcel number.

Section (2): Identify the type of transaction to which this Disclosure Statement pertains - -such as a sale, purchase, lease, etc.

Section (3): Insert the exact legal name of the Public Agency participating in this Transaction with the Disclosing Party. The Public Agency may be a Department of the Commonwealth of Massachusetts, or some other public entity. Please do not abbreviate.

Section (4): Insert the exact legal name of the Disclosing Party. Indicate whether the Disclosing Party is an individual, tenants in common, tenants by the entirety, corporation, general partnership, limited partnership, LLC, or other entity. If the Disclosing Party is the trustees of a trust then identify the trustees by name, indicate that they are trustees, and add the name of the trust.

Section (5): Indicate the role of the Disclosing Party in the transaction by checking one of the blanks. If the Disclosing Party's role in the transaction is not covered by one of the listed roles then describe the role in words.

Section (6): List the names and addresses of **every** legal entity and **every** natural person that has or will have a **direct or indirect** beneficial interest in the real property. The only exceptions are those stated in the first paragraph of the statute that is reprinted in Section 8 of this Disclosure Statement. If the Disclosing Party is another public entity such as a city or town, insert "inhabitants of the (name of public entity)." If the Disclosing Party is a non-profit with no individual persons having any beneficial interest then indicate the purpose or type of the non-profit entity. If additional space is needed, please attach a separate sheet and incorporate it by reference into Section 6.

Section (7): Write "none" in the blank if none of the persons mentioned in Section 6 is employed by DCAMM. Otherwise list any parties disclosed in Section 6 that are employees of DCAMM.

Section (8): The individual signing this statement on behalf of the Disclosing Party acknowledges that he/she has read the included provisions of Chapter 7C, Section 38 (formerly Chapter 7, Section 40J) of the General Laws of Massachusetts.

Section (9): Make sure that this Disclosure Statement is signed by the correct person. If the Disclosing Party is a corporation, please make sure that this Disclosure Statement is signed by a duly authorized officer of the corporation as required by the statute reprinted in Section 8 of this Disclosure Statement.

This completed and signed Disclosure Statement should be mailed or otherwise delivered to:

Deputy Commissioner for Real Estate
Division of Capital Asset Management and Maintenance
One Ashburton Place, 15th Floor, Boston, MA 02108

DISCLOSURE STATEMENT FOR
TRANSACTION WITH A PUBLIC AGENCY CONCERNING REAL PROPERTY
M.G.L. c. 7C, s. 38 (formerly M.G.L. c. 7, s. 40J)

The undersigned party to a real property transaction with a public agency hereby discloses and certifies, under pains and penalties of perjury, the following information as required by law:

- (1) REAL PROPERTY:
- (2) TYPE OF TRANSACTION, AGREEMENT, or DOCUMENT:
- (3) PUBLIC AGENCY PARTICIPATING in TRANSACTION:
- (4) DISCLOSING PARTY'S NAME AND TYPE OF ENTITY (IF NOT AN INDIVIDUAL):

- (5) ROLE OF DISCLOSING PARTY (Check appropriate role):

Lessor/Landlord Lessee/Tenant
 Seller/Grantor Buyer/Grantee
 Other (Please describe): _____

- (6) The names and addresses of all persons and individuals who have or will have a direct or indirect beneficial interest in the real property excluding only 1) a stockholder of a corporation the stock of which is listed for sale to the general public with the securities and exchange commission, if such stockholder holds less than ten per cent of the outstanding stock entitled to vote at the annual meeting of such corporation or 2) an owner of a time share that has an interest in a leasehold condominium meeting all of the conditions specified in M.G.L. c. 7C, s. 38, are hereby disclosed as follows (attach additional pages if necessary):

<u>NAME</u>	<u>RESIDENCE</u>
-------------	------------------

- (7) None of the above- named persons is an employee of the Division of Capital Asset Management and Maintenance or an official elected to public office in the Commonwealth of Massachusetts, except as listed below (insert "none" if none):

- (8) The individual signing this statement on behalf of the above-named party acknowledges that he/she has read the following provisions of Chapter 7C, Section 38 (formerly Chapter 7, Section 40J) of the General Laws of Massachusetts:

No agreement to rent or to sell real property to or to rent or purchase real property from a public agency, and no renewal or extension of such agreement, shall be valid and no payment shall be made to the lessor or seller of such property unless a statement, signed, under the penalties of perjury, has been filed by the lessor, lessee, seller or purchaser, and in the case of a corporation by a duly authorized officer thereof giving the true names and addresses of all persons who have or will have a direct or indirect beneficial interest in said property with the commissioner of capital asset management and maintenance. The provisions of this section shall not apply to any stockholder of a corporation the stock of which is listed for sale to the general public with the Securities and Exchange Commission, if such stockholder holds less than ten per cent of the outstanding stock entitled to vote at the annual meeting of such corporation. In the case of an agreement to rent property from a public agency where the lessee's interest is held by the organization of unit owners of a leasehold condominium created under chapter one hundred and eighty-three A, and time-shares are created in the leasehold condominium under chapter one hundred and eighty-three B, the provisions of this section shall not apply to an owner of a time-share in the leasehold condominium who (i) acquires the time-share on or after a bona fide arm's length transfer of such time-share made after the rental agreement with the public agency is executed and (ii) who holds less than three percent of the votes entitled to vote at the annual meeting of such organization of unit owners. A disclosure statement shall also be made in writing, under penalty of perjury, during the term of a rental agreement in case of any change of interest in such property, as provided for above, within thirty days of such change.

Any official elected to public office in the commonwealth, or any employee of the division of capital asset management and maintenance disclosing beneficial interest in real property pursuant to this section, shall identify his position as part of the disclosure statement. The commissioner shall notify the state ethics commission of such names, and shall make copies of any and all disclosure statements received available to the state ethics commission upon request.

The commissioner shall keep a copy of each disclosure statement received available for public inspection during regular business hours.

- (9) This Disclosure Statement is hereby signed under penalties of perjury.

PRINT NAME OF DISCLOSING PARTY (from Section 4, above)

AUTHORIZED SIGNATURE of DISCLOSING PARTY DATE (MM / DD / YYYY)

PRINT NAME & TITLE of AUTHORIZED SIGNER

Attachment E

CERTIFICATE OF NON-COLLUSION

City of Taunton
141 Oak Street
Taunton, MA 02780

The undersigned certified under penalties of perjury that this bid has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club or other organization, entity or group of individuals.

Signature of individual submitting bid

Name of business/organization

Attachment F

SITE ACCESS AGREEMENT

(to be executed by proposer after proposal has been accepted by City)

This Site Access Agreement (the "Agreement") is entered into this ____ day of _____ 20____, by and between _____ (the "Proposer"), having an address at _____ and the City of Taunton, Massachusetts (the "City").

WHEREAS, the City is the current owner of Lots _____ on Taunton Assessor's Map _____ (the "Property");

WHEREAS, the Proposer seeks access to the Property to perform certain due diligence activities;

WHEREAS, due diligence activities may involve the installation of borings, monitoring wells, test pits, and collection of soil and/or groundwater samples.

NOW, THEREFORE, in order to enable the Proposer to perform due diligence, City agrees to provide Proposer access to the Property, subject to the following conditions and understandings:

1. The right of access shall include the right to enter the land with personnel, equipment, tools and other items necessary to perform the tasks described in Part 7.
2. The right of access shall be limited to the following day(s) **(Proposer shall propose day(s), subject to approval by City).**
3. Proposer shall be responsible for contacting Dig Safe in advance of any subsurface drilling or excavation.
4. All activities performed by the Proposer, its employees, agents and/or contractors pursuant to this Agreement shall be performed in accordance with all applicable environmental, health and safety statutes and regulations currently in effect, and in such a way as to minimize interference with the normal operations on the Property.
5. The activities shall consist of **(Proposer inserts description here, subject to approval by City)**
6. The Proposer shall promptly repair any physical damage to the Property, including any structures affected by the work, and return the Property to substantially the same condition it was prior to site access.
7. The Proposer shall provide the City with a complete copy of any reports prepared for the Property, including any analytical data for soil, groundwater, surface water or building materials samples. The Proposer shall promptly notify the City of any condition identified during the performance of due diligence that requires notification to the Massachusetts Department of Environmental Protection in accordance with the Massachusetts Contingency Plan.

8. The Proposer, its subcontractors, agents or contractors shall provide the City with proof of compliance with the Commonwealth of Massachusetts Worker's Compensation Law. The Proposer, or the party or parties performing due diligence on behalf of the Proposer shall provide the City with proof of Environmental Insurance, in the amount of one million dollars (\$1,000,000) combined single limit. The Proposer, its subcontractors, agents or contractors shall provide the City with proof of General Liability Insurance for bodily injury and property damage in the amount of one million dollars (\$1,000,000) combined single limit and shall provide the City with a certificate of insurance naming the City of Taunton as an "additional insured" on their general liability policy.

9. To the fullest extent permitted by law, the Proposer will defend, indemnify and hold harmless the City for injury to persons or property incurred during and resulting from the Proposer's presence on the Property.

10. The City recognizes that the proposed work may involve minor damage to the Property. The Proposer and its Contractor agree to make reasonable efforts to minimize damage to the Property.

11. Any disputes arising pursuant to this Agreement shall be resolved, if feasible, by good faith consultation between the Parties and their authorized agents.

12. Except as otherwise provided herein, the City hereby reserves and does not in any manner waive any rights or causes of action against the Proposer or any other party.

13. This document constitutes the entire agreement between the Parties relating to access to the Property in connection with the activities described herein, and shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts. Any court actions shall be filed exclusively in Bristol County, Commonwealth of Massachusetts.

14. All notices or other submissions required or appropriate under this Agreement shall be sent by first class mail, facsimile, nationally recognized overnight delivery service or certified mail, return receipt requested. Such notices or submissions shall be sent, unless written notice has been given of a change by either Party, to the following persons:

If to City:

If to Proposer:

**Wayne E. Walkden
Superintendent of Buildings
141 Oak Street
Taunton, MA 02780**

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as a sealed instrument as of the dates set forth below their respective signatures.

City of Taunton

Proposer

Thomas C. Hoye Jr., Mayor

By

Date: _____

Date: _____

Wayne E. Walkden, Superintendent of Public Buildings

Date: _____

Approved as to Form and Character:

Jason D. Buffington, City Solicitor

ATTACHMENT G

Massachusetts General Law

Chapter 44: Section 63A. Sales of public land; payment of taxes

Section 63A. Whenever in any fiscal year a town, which term, as used in this section, shall include a city, shall sell any real estate, the board or officer executing the deed therefor in the name and behalf of the town shall, as a condition precedent to the power to deliver such deed, receive from the grantee as a payment in lieu of taxes allocable to the days ensuing in said fiscal year after the date of such deed, a sum which shall be equal to such portion of a pro forma tax computed as hereinafter provided as would be allocable to the days aforesaid if such pro forma tax were apportioned pro rata according to the number of days in such fiscal year; provided, however, that whenever the said real estate shall be sold between January second and June thirtieth of the fiscal year, the town shall also receive an additional amount equal to the entire pro forma tax computed as hereinafter provided and allocable as a payment in lieu of taxes for the next succeeding fiscal year. Such pro forma tax shall be computed by applying the town's tax rate for the fiscal year of the sale, or, if such rate is not known, the town's tax rate for the fiscal year next preceding that of the sale, to the sale price after crediting any exemption to which, if the deed had been executed and delivered on January first of such next preceding fiscal year, the grantee would have been entitled under section five of chapter fifty-nine. A recitation in the deed that there has been full compliance with the provisions of this section shall be conclusive evidence of such fact. Sums received under this section shall not be subject to section sixty-three of this chapter or to section forty-three of chapter sixty, but shall be credited as general funds of the town.

ATTACHMENT H

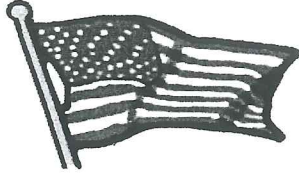
Existing floor plans and a January, 2014 Real Estate Appraisal report will be available for review at the City of Taunton Building Department or scanned onto CD. The files may be emailed to proposers free of charge prior to proposal submission.

ADDENDUM – CITY OF TAUNTON – REQUEST FOR PROPOSALS for the PURCHASE AND REDEVELOPMENT OF THE FORMER Barnum School

Please refer to Section – SUBMISSION DOCUMENTS (pages 9-10) which is amended to include the following:

The Revised Ordinances for the City of Taunton, Massachusetts, Adopted, 03.09.2010, Effective, 03.15.2010, Chapter 2, Section 2-14 states the following:

- a) No land or interest therein belonging to the City of Taunton shall be conveyed, leased, encumbered or assigned except for full fair-market value.
- b) Before conveying any interest in city-owned or controlled land, the city shall invite proposals by advertising at least once a week or two (2) successive weeks in a newspaper having major circulation within the city. Said proposals shall be submitted in the form of sealed bids and shall be accompanied by an appraisal by a qualified appraiser who shall certify as part of his or her appraisal that he or she has no interest in the property, no current intention of purchasing it, and that his or her fee has been paid in full and is not contingent upon the success of the bid.
- c) Each such bid shall be accompanied by a certified bank check in an amount not less than ten (10) percent of the bid, which check shall be payable to the City of Taunton.
- d) The invitation to bid shall state that the city reserves the right to reject all bids and set forth such other conditions of sale, including time for performance.
- e) The requirements of this section may be waived by a two thirds votes of the municipal council for conveyances for civic, public, or charitable purposes. (Ord. of 8.16.88)



AUGUST 12, 2014

HONORABLE THOMAS C. HOYE, JR., MAYOR
COUNCIL PRESIDENT ANDREW J. MARSHALL
AND MEMBERS OF THE MUNICIPAL COUNCIL

RECEIVED
CITY CLERK'S OFFICE
2014 AUG - 8 1 A 9 44
TAUNTON, MA
CITY CLERK

PLEASE NOTE: **THE FOLLOWING COMMITTEE MEETINGS HAVE BEEN SCHEDULED FOR TUESDAY, AUGUST 12, 2014 AT 5:30 P.M. AT THE ELIZABETH POLE SCHOOL, 215 HARRIS STREET., TAUNTON, MA. 02780**

5:30 P.M.

THE COMMITTEE ON FINANCE & SALARIES

1. MEET TO REVIEW THE WEEKLY VOUCHERS & PAYROLLS FOR CITY DEPARTMENTS
2. MEET TO REVIEW REQUESTS FOR FUNDING
3. MEET TO REVIEW MATTERS IN FILE

PLEASE NOTE: **A "MEETING" OF THE ENTIRE MUNICIPAL COUNCIL, AS SAID TERM IS DEFINED IN MASS. GEN. L. C. 30A, §18 MAY OCCUR CONCURRENTLY WITH THIS COMMITTEE MEETING**

THE COMMITTEE ON PUBLIC PROPERTY

1. MEET WITH WAYNE WALKDEN, BUILDING SUPERINTENDENT TO DISCUSS CENTRAL FIRE STATION AND REQUEST FOR FUNDING.
2. MEET TO REVIEW MATTERS IN FILE

PLEASE NOTE: **A "MEETING" OF THE ENTIRE MUNICIPAL COUNCIL, AS SAID TERM IS DEFINED IN MASS. GEN. L. C. 30A, §18 MAY OCCUR CONCURRENTLY WITH THIS COMMITTEE MEETING**

RESPECTFULLY,

COLLEEN M. ELLIS
CLERK OF COUNCIL COMMITTEES