Worcester Redevelopment Authority

Michael P. Angelini Chair Peter Dunn Chief Executive Officer



WORCESTER REDEVELOPMENT AUTHORITY Thursday, October 13, 2022 9:00 A.M. City Hall, Levi Lincoln Chamber Worcester, MA 01608

CALL IN INFORMATION:

+1-415-655-0001 US Toll Access Code: 2300 316 5044

Present:

Worcester Redevelopment Authority Board

Michael Angelini, Chair David Minasian, Vice Chair Sherri Pitcher Richard Burke

Staff

Peter Dunn, Chief Executive Officer Michael Traynor, City Solicitor Alexis Delgado, WRA Finance Manager Paul Morano, Office of Economic Development Greg Ormsby, Office of Economic Development Jane Bresnahan, Office of Economic Development

Pursuant to a notice given (attached), a meeting of the Worcester Redevelopment Authority was held at 9:00 A.M. on Thursday, October 13, 2022

1. Call to Order

Mr. Dunn called the meeting to order at 9:06 A.M.

2. Roll Call

Mr. Dunn called the roll – Ms. Pitcher, Mr. Minasian, Mr. Burke and Chair Angelini.

Chair Angelini advised all votes will be taken by roll call.

Chair Angelini welcomed attendees, and introduced Richard Buke as newly appointed WRA board member. Chair Angelini stated that he called Mr. Tilton this morning and left him a message that we would miss him and thanking him for his service and will find

a material way to recognize him. Wanted to let the board know that the Chair reached out to him.

3. Approval of Minutes: September 8, 2022

Mr. Minasian made a motion to approve the minutes.

Ms. Pitcher seconded the motion.

The minutes were approved 3-0 on a roll call.

Old Business

1. Authorize advertisement of Request for Proposals for the sale and development of 484-500 Main Street

Mr. Dunn provided a summary of the item. Some of the comments are in the minutes from the last meeting when we introduced the draft RFP. The attachment is the revised draft taking into account those comments from the Board as well as comments from various team members in the city administration. The highlights include changes in the Introduction area including additional projects completed in the Urban Renewal Plan area, Main Street Reimagined, MG2 and the Grid Project as Ms. Pitcher recommended at the last meeting. Ms. Pitcher also recommended including available public parking options in the area in addition to the surface parking that comes with the site. Under the Description of the Buyer, in the Minimum Criteria we added more detail about the Proposers' recent projects they have undertaken, whether or not those were successful and if they were not, why were they not successful. Trying to receive additional information about experiences of any of our proposers. We added additional detail clarifying and emphasizing the importance Responsible Employer Inclusionary and Participation Policy (REIPP), which appears in a few different areas within the document, the Minimum Criteria, Comparative Criteria as well as the Land Disposition Agreement. We added qualifying language in the Comparative Criteria about the proposed use – residential proposal, commercial proposal or mixed use, Mr. Dunn noted that the Chair asked for qualifying language in that criterion that we are encouraging mixed use and that will be taken into account and did not want to handcuff ourselves or pigeonhole proposals.

We also received feedback from our Sustainability and Resiliency Team in the Comparative Criteria relative to the construction of the proposed project and how it might advance some of the priorities in the Green Worcester Plan. We had some minor feedback from the Planning Division within our office on the design consideration criteria. Lastly, we added some additional commentary about the evaluation of these proposals being in the sole discretion and determination of the WRA. These are some of the highlights.

Chair Angelini, thank you for taking into account our comments and disregarding the ones that should have been disregarded. Chair Angelini asked for comments from the Board. Ms. Pitcher expressed thanks for incorporating the feedback from the last meeting and asked what the process is from here and moving forward. Mr. Dunn replied that highlighted in the draft in the very early pages are the release dates, which are a moving target. In the draft and in discussion at the last meeting and we are waiting on an ALTA (American Land Title Association) survey of the site from Feldman Land

Surveyors, so we did we receive a draft and are reviewing and finalizing that. We have a potential release date of October 26, 2022, which is open for discussion. Based on our expectations and what we would like to see from proposers, giving adequate time for them to prepare competitive proposals and penciled a potential deadline of proposals for Friday, January 20, 2023. We always do a scheduled tour as well and have penciled in a potential date for folks to register and sign up for a tour of the site. This is the process and once that deadline passes, we would then take all of the proposals and we have listed staff members that would likely be part of the initial review and share the results of that review as well as copies of all of the proposal to the Board members. We do have staff members that include Mr. Morano who I introduced, Mr. Ormsby, and a couple of others who will take a look and will have different perspectives with their review in the ranking of the various criteria. The summary of all the proposals and their consideration of the Board and their selection of a preferred developer.

Chair Angelini asked how far do we advertise this property. Mr. Dunn replied we use our website as the home base for the repository for the information. We intend on using all of the channels available to us through the city of Worcester, which includes press releases, social media, etc. We have a list in-house of all of the brokers along with property owners both within the city but also regionally and beyond and that we would send it out. We have good relationships with the brokerage community where we would ask them to amplify that message further. We did look into listing it formally with a service. It is fairly costly and would want to weigh the costs and benefits of that. Obviously, the way that this has been structured we have not engaged with a broker representative to be our representative on this. As you know, we have done different land disposition activities before and want to amplify the advertisement of this but certainly saving the potential seller's commission is advantageous to us and would certainly extend the timeframe, as we would have to do another RFP to identify a potential broker to be onboard with us. In the interest of that cost, as well as expediency, we planned to not have an actual broker signed up with us.

Mr. Minasian said this is exciting and going back to the initial signing of the URP and thinking of the Denholm Building way back when and the challenges and I am excited that we are at this point and a crucial part of the downtown landscape. Appreciate the recent additions and will give us a full history of what the developer has done in the past and what could guide our expectations. Along with the flexible criteria especially in terms of use. We do not want to tell the market what we think is best and want the market to come to us with a great idea. One thing I would like to discuss as well that was discussed at the last meeting is the REIPP. The intent is really two-fold and the two pillars are the diversity and inclusion part we are trying to drive, the hiring on construction projects and a local workforce, and the other pillar would be to ensure that workforce is not subject to illegal business practices such as wage theft, tax fraud, payroll fraud, workers compensation fraud and misclassification of workers as independent contractors. I did think the intent of the REIPP is to ensure the workforce itself is not subject to that and/or has the goals of diversity in place and in order to make sure it is not just the developer focused on that. I am concerned that the language we have in there is focused on the developer and we have seen recent examples when we only put on the developer that does not translate down the contract stream. Typically the developer hires a general contractor and therefore hires subcontractors and most of the workforce with some exceptions is through the subcontractors. We want to drive this intent both on the diversity end and the preventative nature of some of those practices that hurts workers in our community. I would like to see strengthening the terms of those contracts between the developer, general contractor and subcontractors moving down the chain when the

project actually begins. Those that are doing the hiring should understand the obligation and our intent of what are trying to accomplish from the WRA. In terms of the minimum criteria, comparative and ultimately the LDA section, I think that could be strengthened. I think it is important as the developer enters this it is thoughtful and understands their obligations, our expectations and when you start that early it is not a surprise by the time subcontractor hits the job and they start hiring. The last thing we want to do is think of this in hindsight. I think it becomes more successful and we will reach our intent to match our goals of the REIPP if we do that.

Chair Angelini I do not have the specific language, but my operating assumption is that the developer's obligations under this continue and the developer must control his or her subsidiary or organizations like contractors to confirm their compliance to the REIPP. Is that what you think needs to be strengthened?

Mr. Minasian clarified the only way to do that is to ensure there is a contractual obligation between the developer, general contractor and subcontractors and we have not explicitly mentioned that or stated that. Right now it is just the obligation of the developer and does not get carried through, which is what is going to really drive hiring and drive practices on the site.

Chair Angelini requested Mr. Dunn respond. Mr. Dunn stated that in the comparative criteria, I had taken feedback from the last meeting and included language that was recommended by Mr. Minasian in taking strides on effective steps to ensure compliance with all elements of the REIPP including contractors and subcontractors at every tier. This was added to make sure developers knew it was going to be the owness on them to make sure those they are doing business with are also complying with this. The REIPP subsection of the LDDA also says the developer shall require and ensure the obligations of contractors and subcontractors set forth in the REIPP be included in each contract with contractors and subcontractors at every tier. We state that the developer take affirmative steps to monitor compliance with the policy and hold contractors and subcontractors accountable for the submission of weekly-certified payroll documentation to our representative and I think is important and helps with clarity.

Chair Angelini asked if there is an explicit requirement that the developer certifies this continuing compliance. Mr. Dunn when they submit the forms to us all the certified payroll forms are signed and certified typically by a financial representative of whoever that contractor or subcontractor is and that flows through the developer. It gets aggregated by the developer or their construction manager and then sent to us. We find in terms of best practices is when the developer has a dedicated team member for this and that will come out in the comparative criteria and in their submission to us about their past experience with these kinds of policies and goals.

Mr. Minasian replied I agree with all of it and the additions are better for sure and make it an analogy that if you have documents out and you forget a scope of work like data in the scope of work and it is not in the contract you are not obligated as a contractor to add data lines. We are asking the developer to do that, but we are not being clear how we do that and how that gets passed down.

Ms. Pitcher added I think they can address that through the RFP how they are going to address that criterion and something that we will evaluate through their proposals and see how they are addressing that as part of the selection criteria. Mr. Minasian I would agree and hoping that to be a little clearer on that second pillar of misclassification and

workers compensation fraud was not as clear as the diversity side of it the way it was written.

Chair Angelini advised to take a look at that. The motion is before us that we are going to vote on and allows the Chief Executive Officer Peter Dunn to make editorial changes of form to the RFP and we will take another look at it. Mr. Dunn and add language to make it clear developer has the continuing obligation of certifying compliance for all those involved. I think we all want to accomplish this and Mr. Dunn has taken a good lead on this. Chair Angelini, Mr. Dunn, with your permission, you and I will follow-up on this and tighten up the language a little bit and address your concerns, Mr. Minasian is that okay with you. Mr. Minasian responded absolutely that is great and this is very exciting and happy to be a part of it and looking forward to this process.

Mr. Burke added on a different subject I also read the RFP and it looks great. On the question of the broker, is it typical when a municipality or an authority is selling a piece of property not to use a broker. Mr. Dunn replied it's a good question it is typical for us and tough to characterize all the different municipalities. One example this week, on Monday the Commonwealth of Massachusetts, Department of Transportation issued their RFP for the Registry of Motor Vehicles site, 611 Main Street. They did bring on Newmark Knight and Frank, so that's one example of a commonwealth agency using a broker. A lot of the Division of Capital Asset Management bids goes directly through DCAM and do not use a broker, which does a lot of the Commonwealth's leasing activities and often do not use a broker. They have a distribution list and we receive those solicitations from DCAM as well and local outreach community as well. We have been pretty successful in the past.

Mr. Burke continued, you mentioned a broker might bring forward a candidate developer. If broker brought a developer how would the broker be compensated or is that as a public service? Mr. Dunn advised we would not pay any commission, but it is certainly possible if a buyer were signing up a broker to be their representative, they might have an arrangement with the buyers paying them a commission, but we would not be paying it or split the commission. Chair Angelini added that would be the developer's responsibility. Mr. Burke I generally think of a broker as someone who will help to maximize the value of an asset and I understand you are saving the broker's commission and you have a lot of internal expertise and understand your rationale. Thank you for the explanation. Mr. Dunn stated the last piece is that in a private-to-private transaction there could be a lot of negotiation and kind of a creative negotiation, but our RFP is specific about what the terms are and even provided a copy of a Land Disposition Agreement and Development Agreement (LDDA), so there really is not going to be a lot of negotiation or value added from a broker. Mr. Burke appreciated the response.

Ms. Pitcher asked how long is the distribution list we have and is there an opportunity for us to look at the list, is it hundreds, thousands, fifty. Mr. Dunn advised it is not thousands probably close to a hundred. We will be working with our media partners to amplify this further and will look at different opportunities for advertisements and what not. We have done advertisements in the past in the New England Real Estate Journal for example. When we looked at the actual listing services, they tend to be a little more expensive and we've look at other strategies around placing an ad. Ms. Pitcher added even MassEcon would be a good place to reach out to for opportunities with a broad network of members that might be interested.

Voted that the Worcester Redevelopment Authority hereby approves the issuance of a Request for Proposals for the sale and development of 484-500 Main Street, Worcester upon the terms and conditions contained in the Request for Proposals presented to the Worcester Redevelopment Authority on October 13, 2022;

And Be It Further Voted that the Worcester Redevelopment Authority hereby authorizes Chief Executive Officer Peter Dunn to make clerical or editorial changes of form only to the Request for Proposals.

Ms. Pitcher seconded the motion.

The item was approved on a 4-0 roll call.

Chair Angelini thanked Mr. Dunn and others on this call, a really terrific piece of work and I think we will look back on this as a great piece of work and great development for the city. Thanks to all of you on this call. Ms. Pitcher very exciting. Chair Angelini will follow-up with Mr. Dunn on a couple of details.

New Business

2. Authorize Execution of Amendment 1 to the Professional Services Agreement with Foley Hoag LLP in the amount of \$75,500.00.

Chair Angelini started by stating a couple of comments, which will not surprise Mr. Dunn. The original estimate for legal services was a total of \$95,500.00 and now moving to \$171,000.00 and as I have said before I am hopeful in the future we can avoid some of these costs by using Worcester based lawyers as opposed to Boston based lawyers. I am not including my firm in saying that and Mr. Dunn let me ask you a question I know we are also excusing Foley Hoag from a certain phase of responsibility, and have you received an itemized bill for the services they performed.

Mr. Dunn replied we have an itemized bill through August 30, 2022. We typically get the bill on a monthly basis. I don't believe I have seen the September bill, we receive it around this time a couple of weeks after the close of the month for the previous month. Chair Angelini asked if the bill would show the lawyers' time and charges. Mr. Dunn replied that is correct.

Mr. Burke asked when you entered into the agreement, there was an hourly rate that Foley Hoag attorneys charge, did that rate go up during this period of time? Mr. Dunn advised it is not a rate increase. There was blended rate of \$525.00/hour and the reason for this increase is the volume of hours, not a rate increase, but the volume of hours. Mr. Minasian added that I did have a couple of folks reach out to me and I know Mr. Tilton raised this in a previous meeting. Just in terms of that hourly rate and on the selection process. Could the Board hear the rationale again on moving with Foley Hoag? I believe it was due to their experience and the WRA working together again. What is the rationale, I do not work in that field it seems like a high rate? Mr. Dunn replied there a couple of reasons. Foley Hoag is a specialist, particularly with the principal who is the lead on this Jeff Mullan who is an urban renewal specialist and that is helpful in talking in terms of the transactions and details being in compliance with the Urban Renewal Statute, which is a specialized area. We have also worked with them as our outside counsel for the Ballpark, so there is continuity and the understanding of the Urban Revitalization Plan. The knowledge and understanding of the Urban Revitalization Plan

continue over to this other activity within the same plan and that is helpful as well. In terms of the rate, the typical rate that they charge is usually higher, particularly for the principal as well as the senior real estate attorney and I think they were trying to be conscientious of that in developing rate. The other thing that does come into play to Chair Angelini's point as well, because of all of the different occupants in the Denholm Building; the Trustees for example were represented by Mirick O'Connell locally. We were also sensitive or had potential conflicts of interest that might arise with different organizations that are in the building that have local counsel. I believe that actually two of the organizations had Bowditch and Dewey as their local counsel, and another one has Fletcher Tilton, so we did not want to run into potential conflicts as well. I would say we have definitely been tremendously satisfied with the work product that we receive from Foley Hoag. In terms of this particular increase, they provided the initial scope and estimate to us and tried to project out their hours, based on a projected closing of the date in July. We ended up closing in August a whole other month if you view that and the period of services in a short timeframe. That is the primary reason for the increase. I would also say that as we got into the details, this was a complicated transaction with all the different condominium owners. That was known going in, but when we started to get into the details and made sure we had all of the necessary documents ensuring the transaction was successful and our interests were protected, it was involved. I had mentioned to Chair Angelini that our closing checklist for the transaction was over two hundred documents. Two hundred documents that are being reviewed for compliance and prepared, required more hours than originally anticipated.

The other point that Chair Angelini mentioned was in trying to manage costs and being strategic about this. As we are starting to get over the hump in terms of the volume of hours that they needed to do for the transaction itself, we have actually removed a scope from them. They had proposed to assist us with the Land Disposition Agreement and move forward with the RFP. We had contemplated maybe having them assist us with some of that, but we have that ability and capacity in-house. So, we tried to be smart about managing our costs overall and removed that task from the scope. Mr. Minasian added I appreciate that, but do want to echo that I agree in future endeavors having a local firm if that is all possible. It would make sense and fit in with the mission of the WRA. Chair Angelini I know Mr. Mullan, have great respect for him as a professional, and agree with Mr. Minasian if we find a way to use local person's service or providers we need to try to do that, so we will.

Mr. Minasian offered the following vote:

Voted that the Worcester Redevelopment Authority hereby authorizes its chair or vice-chair to execute Amendment No. 1 to Retainer Agreement dated June 20, 2022, with Foley Hoag, LLP in the amount of Seventy-Five Thousand, Five Hundred Dollars and No Cent (\$75,500.00).

Ms. Pitcher second the motion.

The item was approved on a 4-0 roll call.

3. Authorize Amendment 1 to the Cleaning Services Agreement with Paixado, Inc. d/b/a KleenRite Services in the amount of \$58,561.00

Mr. Dunn we will recommend holding this item to the next month's meeting. Our Chief of Public Facilities, Julie Lynch, could not be with us today and she has been in closest contact with the cleaning services provider at Union Station and hoping to drive down the

cost of this amendment and working on those details and could not be with us today and it is the best if we hold this to the November meeting.

4. Authorize conveyance of the real property located at 45 Green Street (Assessor's Parcel 05-003-00012) to the City of Worcester

Mr. Dunn advised this is also known as Pickett Plaza – Rockland Trust Plaza, 45 Green Street, which was formerly a municipal parking lot and has been transformed into the pedestrian gateway to the outfield entrance of Polar Park. It has been very successful and we have received great feedback from the community. We have started to use it for events and placemaking and will continue that in more robust ways next year. This item is showing the conclusion of that construction, the WRA has carried out its role in terms of the redevelopment of that site. Now that it is complete, we are looking to convey that property back to the city of Worcester. I will note that there was a reciprocal item on the City Council agenda last night to accept the deed and was voted in favor. Chair Angelini informed the Board that if you have not been to Pickett Plaza you should. Ms. Pitcher stated that it is great, attended the Holy Cross game on Saturday, and spoke about this. Before, residents and visitors had a psychological barrier walking from downtown under the Green Street Bridge to Polar Park. Now when you do that walk, which is a delightful walk, it's fast - six minutes, and having the entrance right there psychologically I am at the Ballpark. When you walk, the whole experience is awesome and think it enhances that connection to the downtown, which is so important because I am sick of hearing people talk about parking. It enhances that connection and the city did a great job and love that project as well as the lighting under the Green Street Bridge. It's one of the things that I was very vocal about for a long period of time. Mr. Dunn added one thing I will remind the Board that's being handled by the city, but just a preview of the last element of the plaza; right now there is an artist doing the sculpture for the Tobias Boland statue. There is a footing already there near the canal replica that has been placed to receive the statue when it is done. Hopefully next year we will see that statue installed and bring the plaza to the next level in terms of showcasing our history.

Mr. Minasian offered the following motion:

Voted that the Worcester Redevelopment Authority hereby authorizes its chair or vice-chair to execute a deed conveying, for nominal consideration, all its right, title and interest in the real property located at 45 Green Street, (Assessors Parcel 05-003-000012) to the City of Worcester.

Ms. Pitcher seconded the motion.

The item was approved on a 4-0 roll call.

5. Authorize Execution of Change Orders 15-20 relative to the Owner-CM Agreement with Gilbane-Hunt with a total value of (\$859,693.95) (credit)

Mr. Dunn explained Item 5 has a few different elements and is the meat of your packet. Overall, very exciting. We have discussed some of the previous change orders in previous packets and many of them have been zero dollar value or a credit as we go through the contract with Gilbane-Hunt to reconcile the various line items and closeout the project. This is the culmination of that. It is change orders 15-20 and the way that they organize it rather than rolling into one change order, this is how the whole project has been organized and how they handled the process of closing out and reconciling these

line items. We have a number of change orders collectively. Change orders 15-19 are all zero dollar values and closing out some of the items in the contract. The culmination change order 20 is the final closeout as well as the credit which is definitely pleasing for us because the total value of all these change orders collectively is a credit to the WRA nearly \$860,000.00. Exciting to finally to get to this stage. As you know the contract with Gilbane-Hunt was both Polar Park and the Garage Project and the lion share of this is related to the garage of course because that was completed this year with a handful of line items relative to Polar Park, but the lion share is related to the garage. Exciting with the stage of the project to get here and move forward. Chair Angelini great.

Mr. Minasian offered the following motion:

Voted that the Worcester Redevelopment Authority hereby authorizes its chair or vice-chair to execute Change Orders numbered 15 through 20, inclusive, to the Owner Construction Manager Agreement between the Worcester Redevelopment Authority and Gilbane/Hunt, a joint venture relative to the Canal District Ballpark Project and Garage Project resulting in a credit to the Authority in the amount of Eight Hundred Fifty-Nine Thousand, Six Hundred Ninety-Three Dollars and No Cents.

Ms. Pitcher seconded the motion.

The item was approved on 4-0 roll call.

6. Authorize Execution of Amendment 9 to the Owner's Project Management Agreement with Skanska USA Building, Inc. in the amount of \$86,190.00

Mr. Dunn explained this is again closing out our relationship with Skanska. Their past Amendment 8 was really through the spring, which is when all of this was expected to be closed out. The punch list, in particular on the garage, took longer than expected and was just completed recently. They have been onboard with us longer than expected and the dollar value is related to the volume of hours related to the term of the contract being longer than expected based on the latest amendment. While that has an added cost to us obviously, the credit previously is helpful in terms of having plenty of resources to accommodate this. I think the value that Skanska has provided is evident obviously with the work they have done throughout the closeout process with Gilbane-Hunt in ensuring that credit comes back to us and you can imagine there are various requests for potential change items that are then often contested by our OPM, Skanska who has done a good job in representing our interests and making sure we did not spend more than we needed to to carry out the Ballpark and the garage.

Mr. Minasian offered the following motion:

Voted that the Worcester Redevelopment Authority hereby authorizes its chair or vice-chair to execute Amendment No. 9 to the contract for Project Management Services with Skanska USA Building, Inc. in the amount of Eighty-Six Thousand, One Hundred Ninety Dollars and no cents (\$86,190.00) relative to the Canal District Ballpark Project.

Ms. Pitcher seconded the motion.

The item was approved on 4-0 roll call.

7. Authorize Execution of Amendment 5 to the Design Services Agreement with Walker Consultants / Walker Engineers, Inc. in the amount of \$27,100.00

Mr. Dunn explained Walker was the designer for the garage and there is detail on their proposal. We have been negotiating with them for some time as you can see on the initial date of the attachment and the revision date of this month. Again, also speaks to the work Skanska has been doing on our behalf. There were a number of items we felt were not our responsibility and negotiated a number of the costs down as the initial proposal was about \$64,000.00. Based on that and those conversations and negotiations over the last few months, we have proposed \$27,100.00 to close them out for added services that were necessary to complete the garage, which we believe is fair based on discussions the last few months.

Mr. Minasian offered the following motion:

Voted the Worcester Redevelopment Authority hereby authorizes its chair or vice-chair to execute Amendment No. 5 to the Design Services Agreement with Walker Consultants/Walker Engineers, Inc. in the amount of Twenty-Seven Thousand, One Hundred Dollars and No Cents (\$27,100.00).

Ms. Pitcher seconded the motion.

The item was approved on 4-0 roll call.

8. Financial Update Report

- a. Report on Prior Month's Executed Contracts and Payments
- b. Report on Downtown Urban Revitalization Plan Expenditures

Mr. Dunn advised from September 7, 2022 through October 7, 2022 total expenditures were \$255,732.76 for operations at Union Station. No large requisition this month from Gilbane-Hunt or any other vendors for our initiatives.

9. Status Reports

- a. Union Station
- b. Downtown Urban Revitalization Plan.

Mr. Dunn advised we have been spending a lot of time on Denholm moving along to the next step. We have been pretty successful in terms of some of the relocation activities as well and wanted to point that some of the non-profits have successfully relocated to 18 Chestnut Street. Others are moving in shortly. Some of the attorneys have found new locations as well and moving along. We have not had any formal requests for extensions. We sent out after acquiring the property the four-month timeframe of vacating the property and we have not had any formal requests for extension yet and looking good so far. We are spending time and energy getting the Requests for Proposals out. There was an update from the MBTA and their project at Union Station which has reached a stage where it is no longer impacting service. You may have seen the article; they are now restoring full service. Good to see that they have reached that stage and the rail service is not impacted by the project any longer.

10. Adjournment

There being no further business, Mr. Dunn called the roll to adjourn the meeting at 9:56 A.M. Chair Angelini great and productive meeting Mr. Dunn. Thank your team very much. Mr. Burke was welcomed.

Respectfully submitted,

Peter Dunn Chief Executive Officer