



Town of Reading Meeting Posting with Agenda

RECEIVED
TOWN CLERK
READING, MASS.

Board - Committee - Commission - Council:

Board of Selectmen

Date: 2014-06-10

Time: 7:00 PM

2014 JUN -5 P 1:54

Building: Reading Town Hall

Location: Selectmen Meeting Room

Address: 16 Lowell Street

Purpose: General Business

Meeting Called By: Paula Schena on behalf of Chairman John Arena

Notices and agendas are to be posted 48 hours in advance of the meetings excluding Saturdays, Sundays and Legal Holidays. Please keep in mind the Town Clerk's hours of operation and make necessary arrangements to be sure your posting is made in an adequate amount of time. A listing of topics that the chair reasonably anticipates will be discussed at the meeting must be on the agenda.

All Meeting Postings must be submitted in typed format; handwritten notices will not be accepted.

Topics of Discussion:

OFFICE HOUR – John Arena

6:30

- 1) **Reports and Comments**
 - a. Selectmen's Liaison Reports and Comments
 - b. Public Comment
 - c. Town Manager's/Assistant Town Manager's Report
- 2) **Open Session for topics not reasonably anticipated 48 hours in advance of the meeting**
- 3) **Proclamations/Certificates of Appreciation**
 - a. Certificate of Recognition – Josephine Milano
- 4) **Personnel & Appointments**
 - a. North Suburban Planning Council
- 5) **Discussion/Action Items**
 - a. Town Accountant Report 7:20
 - b. Approve Regional Health Agreement (1 year) 7:30
 - c. Library Building Committee 7:35
 - c. Joint Meeting with Reading Housing Authority 7:40
Re: Request for Expenditure from the Affordable Housing Trust Fund
 - d. Town Counsel Interviews
 1. Miyares & Harrington 8:00
 2. Deutsche Williams 8:45
 3. Kopelman & Paige 9:30
- 6) **Approval of Minutes**
 - a. May 10, 2014
 - b. May 27, 2014

This Agenda has been prepared in advance and represents a listing of topics that the chair reasonably anticipates will be discussed at the meeting. However the agenda does not necessarily include all matters which may be taken up at this meeting.



Town of Reading Meeting Posting with Agenda

- 7) **Licenses, Permits and Approvals**
 - a. One day liquor license for Meadow Brook Golf Club Members Only Clambake on June 28, 2014
 - b. One day liquor license for Meadow Brook Golf Club 3 Day Golf Tournament from July 11 – 13, 2014
- 8) **Executive Session**
 - a. Approval of Minutes
May 27, 2014
- 9) **Correspondence**
 - copy a. Email from John Moak, Pepperell Town Administrator re: Request to participate in a municipal coalition regarding Tennessee Pipeline
 - copy b. Email from Jeff Everson re: Paving of Pine Ridge Circle

	July 30, 2014 Financial Forum I	<i>tentative</i>	
	August 19, 2014		
Office Hour	Kevin Sexton		6:30
	September 2, 2014		
Office Hour	Dan Ensminger		6:30
	September 10, 2014 Financial Forum II	<i>tentative</i>	
	September 16, 2014 - Election		
	September 23, 2014		
	Close Warrant for Subsequent Town Meeting		7:30
	Private/Public Road discussion		8:00
	September 30, 2014	WORKSHOP	
	Town Accountant Report	Angstrom	7:30
	Discuss Remote Participation Policy	LeLacheur	7:45
	Enterprise Funds Workshop		8:00
		Water	LeLacheur
		Sewer	LeLacheur
		Storm Water	LeLacheur
	October 14, 2014		
Office Hour	Marsie West		6:30
	Tax Classification preview	Santaniello	7:30
	Vote TM Warrant Articles		8:00
	October 28, 2014		
HEARING	Tax Classification	Board of Assessors	7:30
	October 29, 2014 Financial Forum III		
	November 4, 2014 - Election		
	Subsequent Town Meeting November 10, 2014	Monday	
	Town Meeting November 13, 2014	Thursday	
	Town Meeting November 17, 2014	Monday	

	Town Meeting November 20, 2014	Thursday	
	November 25, 2014		
Office Hour	John Arena		6:30
	Approve licenses		
	Review FY16 Town Manager Goals		
	December 9, 2014		
Office Hour	John Halsey		6:30
	December 23, 2014		
Future Agendas			
	Strout Avenue Master Plan (after Town Forest planning work is done)	Feudo	
	Technology Update	Furilla	
Recurring Items			
	Close Town Meeting Warrants	by Sep 23/Nov	
		by Mar 3/April	
	Review BOS/TM Goals	Mar-July-Dec	Tri-ann
	Review Customer Service survey results	Feb & Aug	Semi-ann
	Review Regionalization efforts	June	Annual
	Appointments of BCCs	June	Annual
	Approve Classification & Compensation	June	Annual
	Appoint Town Counsel	June	Annual
	Tax Classification Hearing	October	Annual
	Approve licenses	December	Annual
Reports to BOS			
	Town Accountant Report		Qtrly
	RCTV members Report		Semi-ann
	CAB (RMLD) member Report		Semi-ann
	MAPC member Report		Semi-ann
	BOS Appointed Boards, Committees & Commissions	NEW	Annual
	Reading Housing Authority Report		Annual
	Reading Ice Arena Report		Annual



Office of the Town Manager
16 Lowell Street
Reading, MA 01867

781-942-9043

townmanager@ci.reading.ma.us

www.readingma.gov/town-manager

To: Board of Selectmen
From: Robert W. LeLacheur, Jr. CFA
Date: June 5, 2014
RE: June 10 Agenda

As part of my Town Manager's report I will ask the Board to approve the sale of a temporary Bond Anticipation note, in the amount of \$1 million for the West Street project. We borrowed that amount in case the timing of the state-run project requires us to have funds available over the fiscal year. Early next fall, when we have a better idea of the cost of the project, we expect to permanently borrow funds – Town Meeting has approved up to \$1.3 million.

Next week's BOS agenda begins with the Town Accountant's quarterly report to the Board. Sharon will summarize the Audit Committee's meeting last night, and review the Auditor's findings. She will also discuss what I believe to be an inadvertent violation of the P-card policy by a staff member. I would urge the Board to restore full privileges to the department where this incident happened.

Next we have a one-year Regional Health agreement for your approval. There are no significant changes to the arrangement where we share the Director with Wakefield and Melrose, and staff with Melrose. We also have our own staff, with the plan to transition over time to have all Melrose staff except for Town Hall clerical support. I met with Melrose Mayor Rob Dolan and Wakefield Town Administrator Steve Maio, and all three of us are strongly supportive of this arrangement moving forward.

I will then ask the Board to approve a revised Library Building Committee (LBC), as voted last Thursday by the Library Trustees. The changes are minor: first, to ensure Joe Huggins remains with the project a change from 'Facilities Director' to 'Assistant DPW Director'; and second, as the project transitions from planning to execution the reduction in Library-appointed membership by one and the addition of one member appointed by the Town Manager. I asked the current LBC what they needed from such a new member, and the strong consensus was that the building and trades were well represented but communication and project management/organization skills would be helpful. To fill that role I have selected Business Administrator Jane Kinsella. Jane worked for over twenty years for Lucent in the private sector, and has served for several years as the DPW Business Administrator before being re-organized into the Administrative Services department last fall. Jane's current role is multifaceted, ranging from labor negotiations expertise to technology & communications project management. Jane brings exactly the skills to this role that the LBC has asked for, and I believe she will be a strong asset to the group.

The Reading Housing Authority will be in for a brief joint meeting with the Board to approve using a small amount of funds from the Trust Fund, as was described by Executive Director Lyn White at the May 13th BOS meeting.

At approximately 8pm we will begin the interviewing process of three law firms that the Selection Committee (Marsie West, Dan Ensminger, Dr. John Doherty Jim Cormier and myself) deemed appropriate to refer to the Board. Each firm has been told they have about 40 minutes, and are scheduled at 8:00pm, 8:45pm and 9:30pm.

The RFP stated that the Board would make a final decision at your next meeting on June 24th. That will allow each of you some time to think about what you have heard and seen, and ask me any follow up questions to research as needed. I am in the process of collecting formal evaluations from the Selection Committee, and will give you a composite evaluation as required by our RFP to the Board when I have all the information.

In May at the Selectmen/Department Head Retreat we formed four working groups. I will set some time aside on a future agenda in July so we can discuss this as well as FY15 goals. As a reminder, these four groups are as follows:

- Community Partners (Dan Ensminger, Kevin Sexton & Bob LeLacheur)
- Services and Performance Measurement (Marsie West & Jean Delios)
- Communication (Sharon Angstrom & Jeff Zager)
- Strategic Planning (John Arena, John Halsey, Greg Burns, Jim Cormier & Ruth Urell)

Finally, at your June 24th meeting, in addition to appointing Town Counsel, we will have some neighbors in to discuss a stop sign request at Sunnyside & Fairview, as well as Town staff present to participate. That night the full Board will be asked to appoint BCC volunteers as determined by the VASC. We will also have a discussion about setting up a meeting for volunteers if the BOS wishes to pursue. Past Boards have inquired about combining ethics and open meeting law training with other topics as determined by the Selectmen to discuss with these BCCs. I would also like to discuss the Charter review process with the Board that night. The Charter Review Committee would like some input from the Selectmen and will extend an offer to meet jointly in the near future. Finally we will have an Executive Session for the Board to review and approve Town Labor contracts that are proposed for FY15 through FY17.

Schena, Paula

From: LeLacheur, Bob
Sent: Wednesday, June 04, 2014 5:26 PM
To: Schena, Paula
Subject: FW: Fall 2011 Town Meeting Vote on Oakland Road site
Attachments: 2011-11-14 Subsequent TM Warrant Report - Articles 14-17.docx

Email & attachment for BOS packet

Robert W. LeLacheur, Jr. CFA

Town Manager

Town of Reading

16 Lowell Street

Reading, MA 01867

townmanager@ci.reading.ma.us

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Please fill out our brief customer service survey at:

<http://readingma-survey.virtualtownhall.net/survey/sid/ff5d3a5f03e8eb60/>

Town Hall Hours:

Monday, Wednesday and Thursday: 7:30 a.m - 5:30 p.m.

Tuesday: 7:30 a.m. - 7:00 p.m.

Friday: CLOSED

From: Daniel Ensminger at home
Sent: Wednesday, June 04, 2014 4:28 PM
To: LeLacheur, Bob; John Arena at Home
Subject: Fall 2011 Town Meeting Vote on Oakland Road site

Bob and John -

Please forward the attached document and this email to the rest of the Board in the 6/10 packet for discussion under Selectmen's Reports.

The School Committee at their 6/2/14 meeting, voted to form an Early Childhood Education Space Needs Committee. One of the goals of this committee is to "Continue with geotechnical study and plan for a traffic study for Oakland Rd. site." The Oakland Rd. site they referenced is the ~4 acre vacant parcel to the east and south of Oakland Rd. where it curves.

In November 2011, Town Meeting voted to transfer custody and control of ALL of this land to the Board of Selectmen for the express purpose of the Board's conveying said land for economic development purposes. Attached is an excerpt from the Fall 2011 TM Warrant Report for the articles that Town Meeting approved to effectuate this transfer, along with the supporting discussion (with key language highlighted).

I am asking that the Board direct the Town Manager and BOS Chair to write a letter to the School Committee and Superintendent clarifying the status of this land, and the Selectmen's desire that the intentions of Town Meeting be respected by removing this parcel from the list of candidate areas for any school facility or parking area.

Dan Ensminger
781-910-2267 (C)
781-944-1054 (H)

Town of
Reading
Massachusetts



Report on the Warrant
Subsequent Town Meeting
November 14, 2011

ARTICLE 14 To see if the Town will vote to authorize the Board of Selectmen, pursuant to M.G.L. Chapter 40, §3, to convey all of the town's right title and interest in the parcel of land identified on the Assessors Map as Map 28, Lot 202 containing 13,930 square feet of land, upon such terms and conditions, and for such consideration as the Board of Selectmen deem to be in the best interest of the Town, or take any other action relative thereto.

Board of Selectmen

Background for Articles 14-17: At the 2011 Annual Town Meeting, an instructional motion was approved directing the Board of Selectmen to "explore the following revenue enhancement ideas recommended by Reading citizens at the Financial Forum held on September 15, 2010: Sale of Town land". Articles 14 through 18 address the instructional motion. The Board of Selectmen reviewed over a dozen Town owned properties to determine whether or not they should be sold. The Board focused on the following 3 parcels:

- + Audubon Road and Pearl Street - Articles 14 and 15
- + Oakland Road - Articles 16 and 17
- Lothrop Road - Article 18

The Board of Selectmen limited the focus to these three parcels because they are the only three that could be utilized as house lots or other stand-alone uses, and therefore they have the greatest potential value (sale price) of all of the lots. Many of the other properties considered could carry a higher cost to sell the lots than the likely proceeds from the sale.

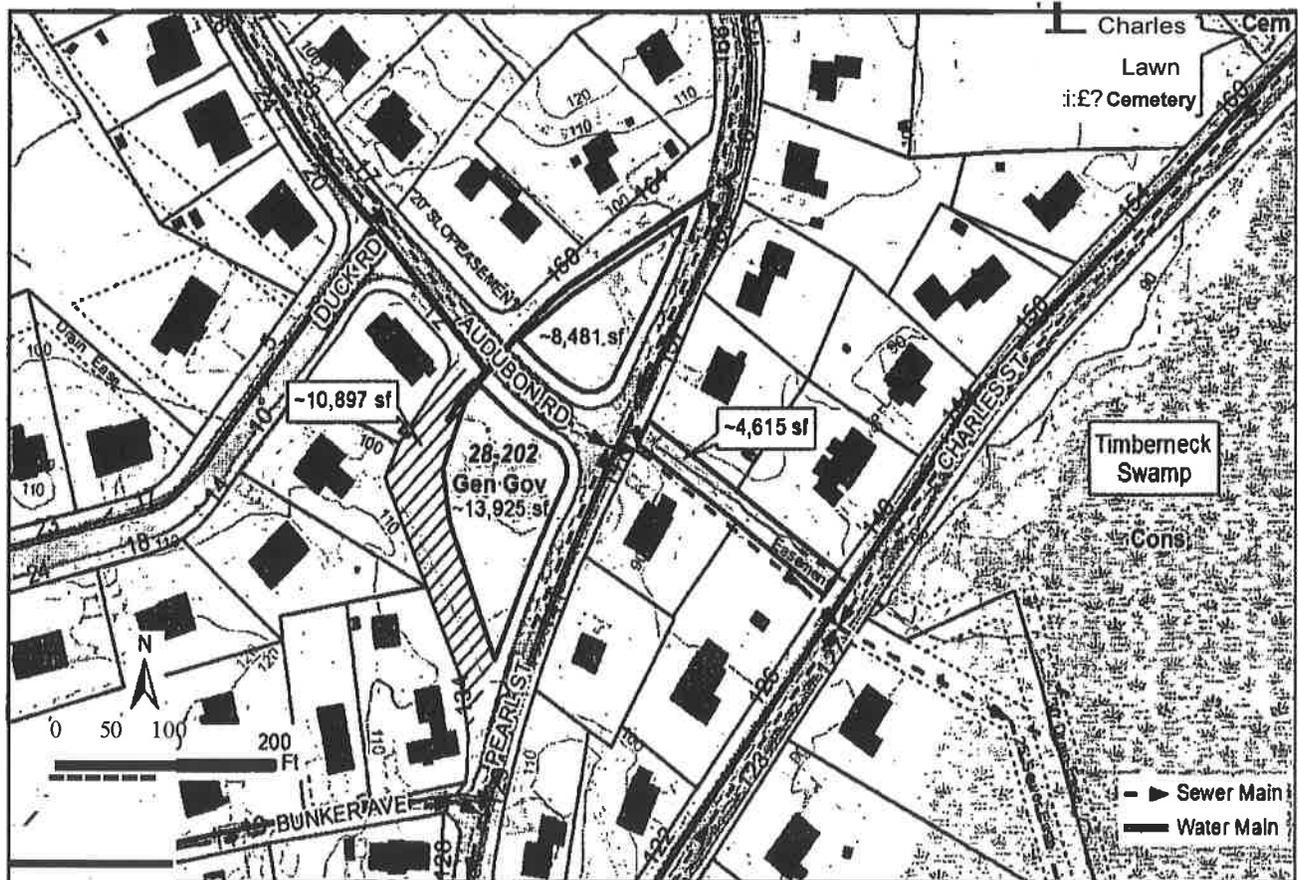
Conveyance of public property requires a public bid process in accordance with State statute. For some/all of these lots additional work will need to be done particularly where discontinuance of streets is concerned.

November 14, 2011 Subsequent Town Meeting
Report on the Warrant

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Article 14 would authorize the sale of the Town owned portion of map 28 lot 202 which is at the south-west corner of Pearl Street and Audubon Road. **Only that 13,925 square foot portion of that lot is proposed for sale (plus the portion of "old Pearl Street" proposed to be discontinued under Article 15).** The remainder of lot 202 at the north-west corner of the intersection would be retained since it is substandard in size for the creation of a lot conforming to zoning, and abandonment of the abutting portion of "old Pearl Street" would land-lock the abutting property.

The conveyance of this parcel plus the abandoned "old Pearl Street" under Article 15, would create a lot of approximately 25,280 square feet, more than enough to meet the minimum lot size under zoning for a single residential lot, but not enough land to create 2 conforming 15,000 sf lots. At least one abutting property owner has expressed interest in acquiring a portion of the discontinued "old Pearl Street" and adding it to their property. If these articles are approved the Board of Selectmen could consider this as part of the bidding the sale of the property.



Finance Committee Report: No report.

Bylaw Committee Report: No report.

ARTICLE 15 To see if the Town will vote to discontinue as a public way for all purposes a portion of Old Pearl Street, consisting of approximately 11,351 square feet of land along the westerly side of the 1944 Pearl Street alteration beginning at the private way known as Bunker Avenue and extending in the northerly direction for a distance of approximately 250 linear feet to the side line of Audubon Road as shown on a Plan entitled "Pearl Street Roadway Discontinued Plan" dated September 27, 2011, a copy of which is on file with the Town Clerk, subject to the reservation of any and all utility and drainage facility easements in said way; and

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to transfer the care, custody, control and management of said discontinued portion of Pearl Street from the Board of Selectmen for public way purposes, to the Board of Selectmen for the purpose of conveyance, and further, to authorize the Board of Selectmen pursuant to M.G.L. c.40, §3 to convey all of the Town's right title and interest in said discontinued way upon such terms and conditions, and for such consideration as the Board of Selectmen deem to be in the best interest of the Town,

or take any other action with respect thereto.

Board of Selectmen

Background: See the background and map for Article 14.

Finance Committee Report: No report.

Bylaw Committee Report: No report.

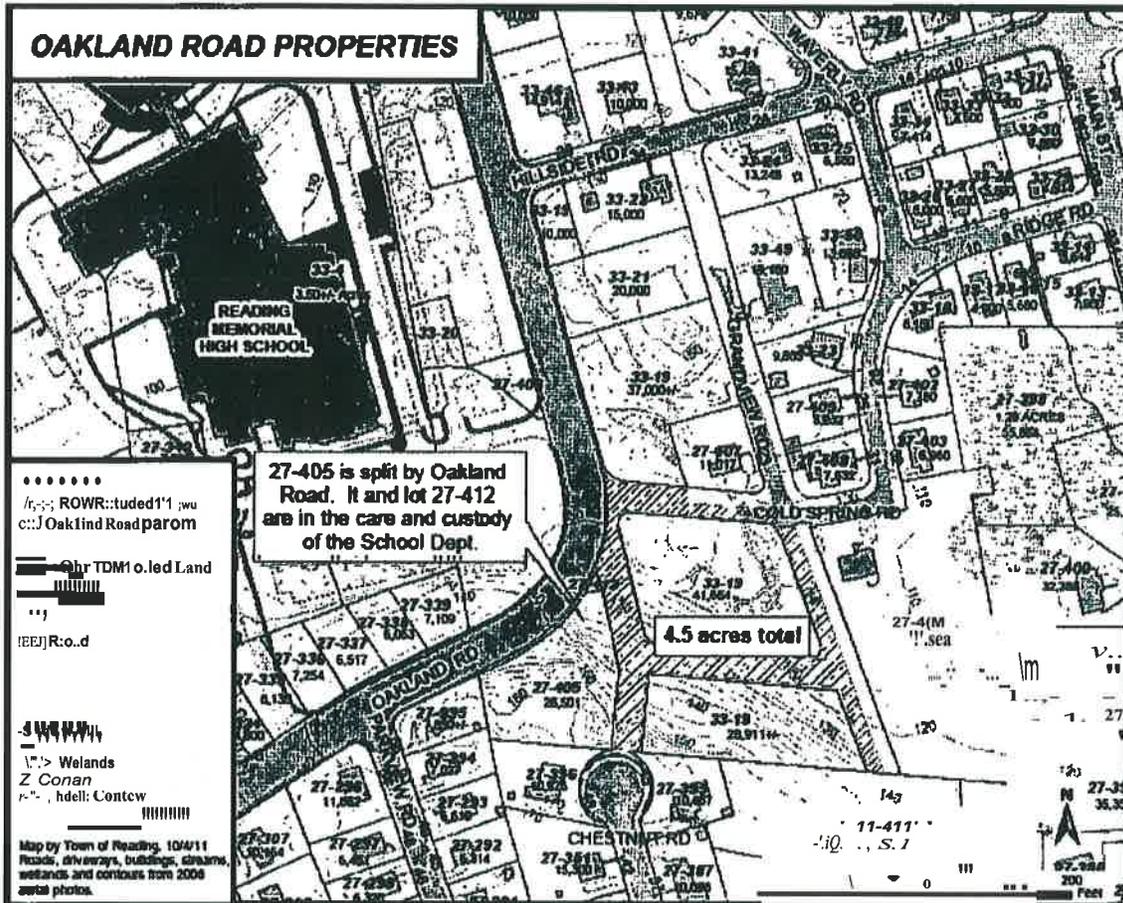
ARTICLE 16 To see if the Town will vote, pursuant to M.G.L. Chapter 40, Section 15A, to transfer the care, custody and control of approximately 31,061 square feet of land as shown on Board of Assessor's map 27 lot 405, and map 27 lot 412 from the School Department to the Board of Selectmen for the purpose of conveyance; and; and further, to authorize the Board of Selectmen pursuant to M.G.L. c.40, §3 to convey all of the Town's right title and interest in said property upon such terms and conditions, and for such consideration as the Board of Selectmen deem to be in the best interest of the Town,

or take any other action with respect thereto

School Committee

Background: See general background under Article 14.

The Oakland Road property across from RMHS is in small parcel of land (26,501 square feet) owned in the name of the School Department, but the majority of the abutting property is owned by the Town as Tax Title land and is under the care, custody and control of the Board of Selectmen. The property is divided by a number of "paper" streets which limit its use for any future use by the Town or for a buyer.



Article 16 transfers the care, custody, and control of the property from the School Department to the Board of Selectmen. The School Committee voted in September 2011 that the property is surplus to its needs and that it should be transferred.

Finance Committee Report: No report.

Bylaw Committee Report: No report.

ARTICLE 17 To see if the Town will vote to discontinue as public ways for all purposes, the following;

- a portion of Grandview Road, on the west side of the way southerly from the intersection of Cold Spring Road for approximately 358 feet;
- a portion of Cold Spring Road, on the south side of the way westerly for approximately 115 feet from the intersection of Grandview Road and the full width of the way an additional 112 feet westerly to Oakland Road;
- a portion of Oakland Road southerly from the intersection of Cold Spring Road for approximately 330 feet to Chestnut Road; and
- a portion of Tower Road westerly from Grandview Road for approximately 243 feet to Oakland Road,

all as shown as "the Discontinued Sections of Grandview Road, Cold Spring Road, Oakland Road and Tower Road" on a Plan entitled "Roadway Discontinuance Plan" dated September 27, 2011, a copy of which is on file with the Town Clerk, subject to the reservation of any and all

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utility and drainage facility easements in said ways; to transfer the care, custody, control and management of said discontinued portions of Grandview Road, Cold Spring Road, Oakland Road and Tower Road from the Board of Selectmen for public way purposes to the Board of Selectmen for the purpose of conveyance; and further, to authorize the Board of Selectmen to convey all of the Town's right title and interest in said discontinued ways together with all of the land shown on Board of Assessor's Map 33 Lot 19, Map 33 Lot 31, Map 27 lot 405, and Map 27 lot 412 upon such terms and conditions, and for such consideration as the Board of Selectmen deem to be in the best interest of the Town,

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or take any other action with respect thereto.

Board of Selectmen

Background: See general background under Article 14

If Town Meeting approves Article 16 (and even if Town Meeting does not approve it), Article 17 would do two things:

- It would authorize the Board of Selectmen to move forward to discontinue the various paper streets that lie within the Town owned land areas. Certification of the Town's ownership rights through Land Court in addition Town Meeting approval will be required, but this is an important action regardless of whether the property is to be retained by the Town or sold for other use. The process of discontinuing the paper streets will take a matter of months.
- The article would authorize the Board of Selectmen to bid the sale of the property including the area of the paper streets that would be discontinued, as well as the portions of the property that would be transferred from the School Department under Article 16.

On October 11, 2011 the Board of Selectmen hosted a meeting of all abutters within 300 feet to solicit their comments and questions with regard to the future of this property.

Finance Committee Report: No report.

Bylaw Committee Report: No report.



Certificate of Recognition



This Certificate is hereby awarded to

Josephine Milano

**From the Town of Reading, the Board of Selectmen, and the Council on Aging
in recognition and celebration of her 100th Birthday.**

Happy Birthday!

Given this month of June 16, 2014 by the Reading Board of Selectmen

APPOINTMENTS TO BECOME EFFECTIVE JULY 1, 2014

North Suburban Planning Council

Term: 3 years

1 Vacancies

Appointing Authority: Board of Selectmen, CPDC

<u>Present Member(s) and Term(s)</u>		<u>Orig. Date</u>	<u>Term Exp.</u>
Ben Tafoya	40 Oak Street	(07)	2016
Vacancy		()	2016

Candidates:

Alyssa Scaparotti

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READING, MASS.

2014 MAR -6 P 1:06

APPLICATION FOR APPOINTMENT TO BOARDS/COMMITTEES/COMMISSIONS

Name: Scaparotti Alyssa Emelia
(Last) (First) (Middle)

Date: March 5, 2014

Address: 10 Middlesex Ave, Reading

Tel. (Home) 617-529-9728

Tel. (Work) _____

(Is this number listed?) NO

Occupation: Attorney

of years in Reading: 4

Are you a registered voter in Reading? yes

e-mail address: _____

Place a number next to your preferred position(s) (up to four choices) with #1 being your first priority.
(Attach a resume if available.)

- Animal Control Appeals Committee
- Audit Committee
- Board of Appeals
- Board of Cemetery Trustees
- Board of Health
- Board of Registrars
- Bylaw Committee
- 2nd Celebration Committee
- Cities for Climate Protection
- Commissioner of Trust Funds
- Community Planning & Development Comm.
- Conservation Commission
- Constable
- Contributory Retirement Board
- 3rd Council on Aging
- Cultural Council
- Custodian of Soldiers' & Sailors' Graves
- Economic Development Committee

- Fall Street Faire Committee
- Finance Committee
- Historical Commission
- Housing Authority
- Human Relations Advisory Committee
- MBTA Advisory Committee
- Metropolitan Area Planning Council
- Mystic Valley Elder Services
- Recreation Committee
- RMLD Citizens Advisory Board
- Town Forest Committee
- Trails Committee
- 4th West Street Historic District Commission
- 1st Other North Suburban Planning Council

Please outline relevant experience for the position(s) sought:

Experienced attorney who practiced in an international law firm advising demanding clients. Ability to advocate, negotiate, and communicate effectively.

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ALYSSA SCAPAROTTI
10 Middlesex Avenue, Reading, MA 01867
(617) 529-9728

WORK EXPERIENCE

Proskauer Rose LLP Boston, MA
Private Investment Funds Training and Development Manager Oct 2012 – Sep 2013

- Monitored staffing of associates and paralegals in the Private Investment Funds Group (PIF).
- Coordinated and implemented firm-wide PIF training program.
- Liaised with partners and associates regarding morale and mentoring initiatives.
- Facilitated associate evaluations and other performance issues.

Proskauer Rose LLP Boston, MA
Associate Attorney (Private Investment Funds Group) Sept 2008 – Sept 2012
Summer Associate (Offer Extended) Summer 2007

- Advised investment managers and institutional investors regarding the formation, administration, and purchase of interests in venture capital, private equity, and buyout funds.
- Drafted and negotiated documents including partnership agreements, purchase and sale agreements, subscription agreements, side letters, nondisclosure agreements, and business formation documents.
- Managed multiple active projects and balanced priorities in a fast-paced business environment.
- Served on Hiring Committee and acted as an Associate Mentor.

COMMUNITY INVOLVEMENT

Massachusetts Department of Children and Families Reading, MA
Foster Parent Feb 2012 - Present

- Develop and maintain positive relationships with service providers in the community.
- Advocate on behalf of foster children to obtain educational, medical, and mental health services.
- Provide for all basic needs of emotionally and behaviorally challenged foster children living in my home.
- Implement in-home behavior management programs.

Greater Boston Legal Services Boston, MA
Pro Bono Attorney (through a partnership with Proskauer Rose LLP) Sept 2008 – Sept 2012

- Represented clients in all aspects of Self-Petitions for U.S. Permanent Residency under the VAWA.

Middlesex District Attorney's 209 A Domestic Violence Initiative Middlesex County, MA
Pro Bono Attorney (through a partnership with Proskauer Rose LLP) Oct 2008 – June 2009

- Represented domestic violence victims during restraining order "10-day hearings."

EDUCATION

Suffolk University Law School Boston, MA
Juris Doctorate, *magna cum laude*, (top 5% of graduating class) May 2008

- Publications: *Serious Emotional Disturbances: Children's Fight for Community-Based Services Through Medicaid* 41 Suffolk U. L. Rev. 193 (2007)
- Activities: Suffolk University Law Review, Family Advocacy Clinic, Suffolk Public Interest Law Group, Essex County District Attorney's Office Appeals Division, NUSL Domestic Violence Institute

Boston University Boston, MA
Bachelor of Arts, *cum laude*, major in Economics, minor in Political Science January Jan 2004

BAR ADMISSION

Massachusetts State Bar (2008)

Yas

Town of Reading

Office of Town Accountant



To: Board of Selectmen
From: Sharon Angstrom, Town Accountant
Subject: P-Card Issue
Date: June 4, 2014

On May 27, 2014 an issue was identified with a p-card purchase. The Library Director submitted to me a receipt for airfare that she had charged to the library's p-card. I emailed her and explained that travel expenses for town employees are prohibited under the p-card policy that was approved by the Board of Selectmen. The policy is included in this packet for your review along with the related emails and receipts. The policy also states that failure to adhere to the purchasing card policy must result in revocation of card use. I emailed Ruth and requested she return the p-card to me until further notice. Ruth has returned the card to me. The card is currently secured in the Treasurer's safe.

I usually go over the p-card policy when the p-card is issued. However, Ruth picked up the library's p-card on a day that I had left for the day for an appointment. The Treasurer issued the card and I emailed Ruth the p-card policy and user guide the next day. All cardholders are required to sign a form acknowledging responsibility for the p-card, which is located at the end of the user guide. Ruth returned the signed form to me through interoffice mail. I assumed she read and understood the policy.

Ruth had the p-card for several months before she used it. This was her first p-card purchase. I don't believe this was a deliberate disregard for the policy. She simply didn't recall that travel was prohibited from p-card use. I am asking the Board to decide if the library's p-card privilege should be restored?

5a1

Section 1.13 – Policy providing for the use of Purchasing Cards

Use of purchasing cards will expedite Town and School purchasing and payables for isolated one-time purchases along with payment for smaller dollar items. Purchasing cards may be issued to one or more employees at the discretion of the Town Manager or Superintendent of Schools as applicable, and with the names of all users to be filed with the Town Accountant.

Issuance of a purchasing card under the name of the Town of Reading or the Reading School Department is a privilege and every reasonable effort shall be made to ensure that cards are used responsibly and in a manner consistent with Town and School Department policies, guidelines and applicable laws and regulations of the Commonwealth of Massachusetts.

The Town Accountant will authorize the type of items that can be purchased on the card and the maximum single transaction limit. In any event, the purchasing card shall not be used for purchases of travel, lodging, food, or beverages, for employees or Officials. The procurement card may be used for travel, lodging, and food and beverage (but not alcohol) expenses from student activity accounts for student travel. The Procurement card may be used to register for conferences or seminars. If the use of purchasing cards is extended beyond the one year trial period, the Town Accountant will periodically establish and issue guidelines to purchasing card users. It is the responsibility of each purchasing card user to ensure that their respective card is stored in a secure place and that the account number is protected. A card number may be used in a secure internet transaction but shall never be written out and transmitted via email. Each purchasing card user is responsible to reconcile every transaction made within the month.

Purchasing cards may be issued to individual users at the discretion of the Town Manager or Superintendent of Schools as applicable. Each user will sign for receipt of the card. Cards are to be stored in a secure location. If a purchasing card is lost or stolen the purchasing card user will notify the Town Accountant who will notify the bank, local police department and the Town Manager or Superintendent of Schools as applicable. Replacement of a lost or stolen card will be at the determination of the Town Manager or Superintendent of Schools as applicable.

Failure to adhere to purchasing card policy and guidelines will result in revocation of card use, and the user may be subject to disciplinary action. An individual who is found to abuse the use of a purchasing card will be subject to disciplinary action up to and including termination from employment along with potentially criminal charges being filed against them. In addition the Town will seek restitution for any inappropriate charges made to a purchasing card.

The Town Accountant will establish procedures to be followed regarding the reconciliation processes. All relevant records are to be included with each statement and retained with applicable voucher records.

Adopted by the Reading School Committee on 7-23-12

Adopted by the Board of Selectmen 7-24-12

Revised by the Board of Selectmen 10-22-13

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Town of Reading Procurement Card User Guide

I. Cardholder Guide

CARD CONTROL

Cardholders Application and Agreement

- Purchasing cards are requested from the financial institution, Harris Bank, by the Program Administrator; Mary Delai or Nancy Heffernan, after it has been determined the employees needs a card for his/her official duties and a completed User Agreement has been signed by the employee and approved by a Program Administrator.
- Cards will be revoked for misuse or non-compliance with procedures. Fraudulent or other misuse is grounds for termination.

Canceling and Reassigning Cards

- To cancel the card, the card should be cut in half and forwarded to the Program Administrator. The Program Administrator will then forward the card to the financial institution.

Card Renewal and Replacement

- The bank may issue renewal, replacement or temporary replacement cards for any Card from time to time.

Lost or Stolen Card

- To obtain a replacement card for a lost or misplaced card contact the Program Administrator.

Revising G/L Account # Information

- Each card has a default G/L account # assigned which all purchases made with the card will be charged. The specific G/L account # information can only be changed by the Program Administrator or Programs Coordinators.

Purchasing Card Security

- Cards and card numbers must be safeguarded against use by unauthorized individuals.
- Each Card has a set dollar limit allowed charged per month.



Town of Reading Procurement Card User Guide

PURCHASING PROCESS CARDHOLDER RESPONSIBILITIES

General

- This card is not to be used for any personal expense items.
- All purchases that are charged to a p-card should not be subsequently invoiced to the Town. This step is important to avoid duplicate payment on purchases.

Receipt of Material and Services

- The cardholder is responsible for ensuring receipt of materials and services and will follow-up with the suppliers to resolve any delivery problems, discrepancies and damaged goods. Cardholder must notify the Program Coordinator of any issues immediately.
- If materials are ordered by phone, request a Fax or email receipt be sent to you with the vendor name, the item purchased, order date and the amount charged to the card. For order through the Internet, simply do a print-screen of the confirmation.

Record keeping

- To facilitate the reconciliation process, the cardholder is required to retain all credit card slips, cash register receipts, packing slips, etc. Cardholder should reference the MUNIS org and object to be charged on the receipts. At the end of each day, the receipts need to be forwarded to the Program Coordinator in the Central Office via inter-office mail.
- The Program Coordinator will monitor all activity on all cards issued for the Town of Reading.

Resolving Errors, Disputes, Returns and Credits

- The cardholder and Program Coordinator are jointly responsible to follow up with the supplier or financial institution on any erroneous charges, disputed items or returns.
- The cardholder and/or Program Coordinator will contact the supplier first to resolve any outstanding issues, (most exceptions can be resolved this way).
- If the cardholder is unable to reach an agreement with the supplier, the next step is to contact the bank (Harris) customer service center, (xxx-xxx-xxxx).

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Town of Reading Procurement Card User Guide

- The bank (Harris) may ask the cardholder to complete a dispute form and fax or mail the completed form to the bank. Please note on the form the date and name of the customer service representative that you spoke to.
- The bank (Harris) must be notified of any disputed item within 60 days of the statement date containing the disputed item.
- If the cardholder is still unable to reach an acceptable solution, call the Program Administrator.
- Disputed billing can result from a failure to receive goods or services charged, fraud or misuse, altered charges, defective merchandise, incorrect amounts shipped, duplicate charges, credits not processed, etc.



Town of Reading Procurement Card User Guide

II. Cardholder Agreement

Please Print Clearly

Cardholder: _____

Card Number: _____
(Leave Blank)

Dept. Name: _____

Work Phone #: _____

Credit Limit: _____

Security Questions:

Social Security # or Mass license #: _____

Mother's Maiden Name: _____

I, _____ have read and understand the
(Name of cardholder)

responsibilities of using the purchasing card issued in my name by the Town of Reading. I agree to reimburse the town for any disallowed charges.

I agree to use the Town of Reading purchasing card in manner consistent with my job responsibilities, Town policy, and the procedures detailed in this cardholder guide.

I understand that my failure to use the Town of Reading Procurement Card, as it is intended may result in my forfeiture of the card to the Town and other appropriate disciplinary action up to and including termination.

(Employee Signature)

(Date)

(Supervisor's Signature)

(Date)

(Town Manager/Assistant Superintendent)

(Date)

(Procurement Card program Administrator)

(Date)

Account # to be Charged

Credit Limit on card
(Business Office use Only)

506

Angstrom, Sharon

From: Angstrom, Sharon
Sent: Tuesday, May 27, 2014 11:04 AM
To: Urell, Ruth
Cc: LeLacheur, Bob
Subject: Purchasing Card Policy - final
Attachments: Town of Reading P-Card User Guide - Final.docx; Travel for Ruth to ALA Conference.pdf; Purchasing Card Policy - final.docx

Hi Ruth,

Thank you for the receipt for your p-card purchase. I just wanted to mention to you that the p-card policy attached states that the p-card cannot be used by town employees for travel. I highlighted the line that states this. Also, when the receipts for P-Card purchases are submitted to accounting they should have the org and object written on them so we know where to charge the expense. The policy is approved by the BOS so I need to find out how Bob wants to handle it.

Bob,

Is it ok to leave this on the p-card? Please advise on what you feel is the best way to handle this charge. I attached the receipt for your review. Only the airfare was charged to the p-card.

Angstrom, Sharon

From: Angstrom, Sharon
Sent: Thursday, May 29, 2014 10:40 AM
To: Urell, Ruth
Cc: LeLacheur, Bob
Subject: RE: Purchasing Card Policy - final
Attachments: Purchasing Card Policy - final.docx

Hi Ruth,

Based on the rules outlined in the purchasing card policy I need to take back the library's p-card until further notice. I will need to discuss the matter with the board to determine if they will allow the library to maintain its p-card privilege despite this error in its use. I think it is important that you notify the Library Trustees of this issue that way they are aware if they receive any questions or correspondence from the board regarding the p-card. Would you mind sharing with me how this error occurred so I can provide this information to the board for consideration?

I have decided to allow the charge to remain on the card since this is an expense that you would be able to submit for reimbursement. The expense is just prohibited within the p card policy. Having you refund the town and submit for reimbursement seems like overkill. Please provide the org and object to which you would like to charge this expense.

Would you like to drop the card off or would you prefer that I pick it up?

Sharon Angstrom, CPA, CGA

Town Accountant

Phone - 781-942-6604

FAX - 781-942-9037

Please note new Town Hall Hours Effective June 7, 2010

Monday Wednesday Thursday - 7:30 am to 5:30 pm

Tuesday - 7:30 am to 7 pm

Friday - CLOSED

Please let us know how we are doing - fill out our brief customer service survey at

<http://readingma-survey.virtualtownhall.net/survey/sid/ff5d3a5f03e8eb60/>

When writing or responding, please remember that the secretary of State's Office has determined that email is a public record.

This communication may contain privileged or other confidential information. If you are not the intended recipient, or believe that you have received this communication in error, please do not print, copy, retransmit, disseminate, or otherwise use the information. Also, please indicate to the sender that you have received this email in error, and delete the copy you received.

From: Angstrom, Sharon
Sent: Tuesday, May 27, 2014 11:04 AM
To: Urell, Ruth
Cc: LeLacheur, Bob
Subject: Purchasing Card Policy - final

Angstrom, Sharon

From: Urell, Ruth
Sent: Thursday, May 29, 2014 1:19 PM
To: Angstrom, Sharon
Cc: LeLacheur, Bob
Subject: Conference airfare on card

Hi Sharon

My mistake on the card, but it was the first - only - time I used it and didn't have that restriction in front of me. Attendance at the ALA conference is approved and we send someone every year and have always had those charges outstanding on personal credit cards so given that the amount was right, it appeared to be a straightforward thing, not foreseeing that there was an explicit restriction on its use for that. I can only apologize for the error and know now that it is restricted.

You may recall that we originally had intended to use the card for some tech purchases that were being offered at an on-sale price some months ago but we didn't have sufficient specs at the time to proceed with the purchase.

I'm sending the card over to you now.

Ruth

Ruth Urell, M.L.S.
Director
Reading Public Library
781-942-6725



You should receive your itinerary by email shortly, but you should print this out just in case.

Confirmation #HPISYG

Status: Confirmed
Book Date: Tuesday, May 20 2014



Scan this barcode to check in at any JetBlue check-in kiosk.

Your itinerary

Travelers

Travelers on this flight: Ruth Urell
Primary contact: Ruth Urell, 118 Prescott St Reading, MA 01867

Flights

Date	Departs/ Arrives	Route	Flight	Travelers	Seats
Thu Jun 26	08:18 p.m. 11:01 p.m.	Boston, MA (BOS) to Las Vegas, NV (LAS)	777	Ruth Urell	17A
Tue Jul 01	09:39 a.m. 05:46 p.m.	Las Vegas, NV (LAS) to Boston, MA (BOS)	178	Ruth Urell	18A

Total price

Fare: \$533.95 x 1 = \$533.95 USD
 Taxes & Fees: \$62.05 USD
Total: \$596.00 USD

5210

Payment

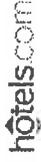
Form of payment	Amount paid
Mastercard X2499	\$596.00 USD
Total amount due:	\$0.00 USD



Need a car? We offer the JetBlue discount

- Save 5% Or More On All Rentals
- No Payments Till Car Pick Up
- No Change/cancel Fees

Call 1-800-654-3131 or log onto jetblue.com/cars. Use CDF# 1790143 to receive the JetBlue discount.



Need a hotel? Low price guarantee

- Price Match Guarantee
- Nearly 1,000,000 Unbiased Guest Reviews
- No Change/cancel Fees

Call 888-555-9989 to let us help you book your hotel or log onto jetblue.com/hotels.

GroundLink
 GroundLink, the next generation car service, is offering JetBlue passengers **10% off** their ride. Use GroundLink to get to or from any airport in the U.S. Enter **JETBLUE10** at checkout.
Your Driver Is Here.

5all

From: *ALA 2014 Annual Conference & Exhibition* <alaregistration@compusystems.com>
Subject: ALA 2014 Annual Conference & Exhibitions Confirmation
Date: Fri, March 21, 2014 4:49 pm
To: urell@noblenet.org

*ala annual@
compusystems.
com*

REGISTRATION CONFIRMATION

210418

PRINT THIS PAGE AND BRING IT WITH YOU TO EXPRESS REGISTRATION

March 21, 2014

Ruth Urell
Director
Reading Public Library
118 Prescott St
Reading, MA 01867

Registration Confirmation: 210418

Dear Ruth Urell,

Thank you for registering for the 2014 ALA Annual Conference, Las Vegas, NV. This confirmation will serve as your receipt. Please verify that the information listed is accurate.

PLEASE REVIEW HOUSING INFORMATION BELOW INCLUDING HOTEL TAX, RESORT FEES (if applicable) AND CANCELLATION POLICY

Please visit www.alamidwinter.org to book your hotel reservation or to add ticketed events to your registration. If you would like to submit your request by fax, please visit www.alaannual.org to obtain a form. Fax completed forms to 708-344-4444.

If you have any questions regarding the information contained in this confirmation, please contact Customer Service at 708-486-0706 or by email at alaregistration@compusystems.com.

ALA Annual Conference

5012

June 26- July 1, 2014.

Please take a moment to review your registration information below.

REGISTRATION INFORMATION

Registration Confirmation #: 210418
 Name: Ruth Urell
 Title: Director
 Company/Club: Reading Public Library
 Address: 118 Prescott St
 City: Reading
 State: MA
 Zip: 01867
 Country: 781 9426725
 Business Phone:
 Fax:
 E-Mail: urell@noblenet.org
 Show Name: ALA Annual Conference 2014
 Order Date: 21-mar-2014 15:28:44

REGISTRATION SUMMARY INFORMATION

QTY	DESCRIPTION	PRICE	TOTAL
1	ALA DIVISION MEMBER [Ruth Urell]	\$245.00	\$245.00
	Total Amount:		\$245.00
	Total Paid:		\$0.00
	Balance Due:		\$245.00

Please make your check payable to ALA

Please mail the check along with a copy of this invoice to the address listed below:

CompuSystems
 P. O. Box 6271
 Broadview, IL 60155-6271

OR check one of the following payment options and return via FAX to (708) 344-4444:

_____ VISA _____ MASTERCARD _____ AMERICAN EXPRESS

5a13

Credit Card # _____ Exp Date: _____

Signature: _____
(I authorize ALA to charge my credit card for the amount indicated below.)

BALANCE DUE UPON RECEIPT: \$245.00
PURCHASE ORDER: 14001442

CANCELLATION POLICY

REGISTRATION CHANGES/CANCELLATIONS

Written requests for refunds must be postmarked by May 2, 2014. Cancellation of registration will result in a handling fee of \$25 for each item cancelled. No phone cancellations. No refunds after May 2, 2014. No refunds given for "Exhibits Only", badges. Refunds will be processed after the Annual Conference!

- To cancel your registration please send your written request to:

ALA Registration
C/O Compusystems
PO Box 6271
Broadview, IL 60155-6271
Fax: 708-344-4444
Email: alaannual@compusystems.com

- Written requests for the cancellation of the Annual Conference must be postmarked by May 2, 2014. Cancellation of registration will result in a handling fee of \$25 for each item cancelled.
- Absolutely No refunds for cancellations postmarked after May 2, 2014. No Exceptions.
- No refunds given for Exhibits Only badges.
- Refunds will be processed after Annual Conference.
- Absolutely No refunds after the deadline.

HOTEL CHANGES/CANCELLATIONS

- Contact OnPeak at (800) 584 9047 or by email at ala@onpeak.co for cancels or changes.
- Hotels may be contacted directly starting January 18, 2014.
- A penalty of one night's room and tax will be charged to your credit card for cancellations within the hotel's cancellation policy, or failure to arrive on your scheduled arrival date.

5/14

- Hotels may charge an early departure fee for early check-outs.

REGISTRATION ONLINE ACCESS

CLICK HERE to access your registration to make any changes.

For international visitors traveling from countries requiring a visa for entry into the United States, please access your registration online to request your letter of invitation.

FOR QUESTIONS OR CORRESPONDENCE

If any of the registration information printed above is incorrect, please contact Customer Service at 708-486-0706, toll free 866-513-0760 or by email at alaregistration@compusystems.com

Please Note: Wheeled carts/bags will not be permitted on the exhibit floor.

See you in Las Vegas!!!

Attachments:

untitled-[1]
Size: 4.7 k
Type: text/plain

5015

INTER-MUNICIPAL AGREEMENT
BETWEEN THE CITY OF MELROSE AND THE TOWN OF READING

SHARED PUBLIC HEALTH SERVICES

THIS AGREEMENT dated as of this _____ day of _____, 2014 ("Agreement") by and between the Town of Reading, a Massachusetts municipal corporation having a usual place of business at Town Hall, 16 Lowell Street, Reading MA 01867, acting by and through its Board of Selectmen ("Reading"), and the City of Melrose, a Massachusetts municipal corporation having a usual place of business at 562 Main Street, Melrose, Massachusetts 02176, acting by and through its Mayor, the honorable Robert J. Dolan, with the approval of its Board of Aldermen ("Melrose").

WITNESSETH THAT:

WHEREAS, Reading and Melrose desire to share the costs associated with Shared Public Health Services; and

WHEREAS, each of the parties has obtained authority to enter into this Agreement pursuant to G.L. c. 40, s 4A;

NOW, THEREFORE, in consideration of the premises set forth above and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree under seal as follows:

1. Shared Public Health Services (SPHS). During the Term of this Agreement, Reading and Melrose shall assume their respective shares of the costs associated with SPHS. Specifically, the parties shall share the services and related expenses of the Public Health Director ('Director'), and additional Health Staff upon which the parties may from time to time agree. This will include shared costs related to office space, office supplies, and office equipment (e.g., phones, copy machine, computers) used by the community in which the office is located. A budget for professional development will be arranged in Reading between the Director and the Assistant Town Manager for Community Services.

Notwithstanding any other provision of this Agreement to the contrary, Reading and Melrose shall maintain separate Boards of Health which shall be vested with the authority for setting health policy within their respective communities.

2. Term. The term of this Agreement shall commence on the date of execution hereof, and shall expire on June 30, 2015, unless earlier terminated as set forth herein. On or before May 1, 2015, the parties shall review their contractual relationship, the terms of which are set forth herein, to ensure that this Agreement continues to satisfy the needs and objectives of each community.

3. Identity of Director. The parties shall share the services and costs of the incumbent Director of the Health Department of Melrose, Ruth L. Clay, MPH, or a successor hired upon consultation with the Town Manager of the Town of Reading through the standard personnel practice of Melrose.

4. Compensation. Melrose shall pay the salary and benefits of the Director, and such other Health Staff positions upon which the parties may from time to time agree. Reading shall contribute its share of the associated costs for these positions by paying to Melrose a variable sum, as required by the terms and conditions of this Agreement, per fiscal quarter during the Term, each payment to be due and payable within

fifteen (15) days after the commencement of such fiscal quarter (i.e., after 7/1, 10/1, 1/1 and 4/1). Melrose shall adjust the compensation it pays said positions as it may be required to do in accordance with any collective bargaining agreements and standard personnel practices which impact upon the Health Staff, both managerial and labor, and shall give prompt written notice to Reading of any such adjustment. Reading shall adjust its quarterly payments accordingly. In the event that any collective bargaining agreement requires Melrose to make a lump sum payment to any of the aforesaid positions reflecting a retroactive salary increase during the Term, Melrose shall promptly give written notice thereof to Reading and Reading shall, within sixty (60) days thereafter, pay Melrose their share of such amount to the extent that the retroactive pay period includes any part of the term hereof.

For Fiscal Year 2015, the compensation paid by Reading to Melrose shall be in accordance with Exhibit A attached hereto.

5. Other Collective Bargaining Agreement Benefits. Melrose shall provide the Director and Health Staff with all benefits to which they are entitled under standard personnel practices. Both parties agree to allow the Director and Health Staff to enjoy such vacation, sick days, personal days and other leave as they may be entitled to receive under such agreement and under standard personnel practices of Melrose. Neither party shall make any demand on the Director and Health Staff or take any action with respect to the Director and Health Staff that is in violation of their rights under standard personnel practices of Melrose or under any applicable legislation.

6. Retirement and Workers Compensation Benefits. The Director will remain a member of the Melrose Contributory Retirement System. Upon retirement, Reading will be assessed a share of the cost of pension plans reflecting any concurrent time the Director spent working for Reading hereunder pursuant to applicable Massachusetts General Laws. At the end of each fiscal year, Reading shall reimburse Melrose for its workers' compensation costs associated with the employment of the Director, such reimbursement to be equal to the product of Reading's contribution to the Director's salaries during such year multiplied by the rate paid by Melrose for workers' compensation insurance for the Director for such year. Reading shall also reimburse Melrose for its health insurance, life insurance, and Medicare, costs associated with the Director, said reimbursement to be equal to the proportion of Reading's contribution to the Director's.

7. Duties. The Director shall perform her duties as required by the respective local laws and regulations of Melrose and Reading. Attached as Appendix B to this document is a "Community Services Department, Employee Task List - Date: May 15, 2014; Position: Public Health Administrator" to provide guidance as to the expectations of the duties as they pertain to Reading. Also attached as Appendix C is the Organizational Chart for the Melrose-Wakefield-Reading shared Health Services which in part details the administrative structure within which the Health Division falls in Reading. This organizational chart may be changed by Reading from time to time. Melrose and Reading shall provide the Director with office space and office equipment for work within their respective communities. The Director shall work primarily in the office space provided by Melrose and shall maintain regular, public office hours in Reading, such office hours to be mutually agreed upon by the parties.

8. Car. The Director and Health Staff associated with this Agreement will be reimbursed for any mileage used during the performance of services hereunder directly by the community in which said services are performed. All mileage reimbursement shall be paid at the rate then governing in the community receiving said services.

9. Indemnification. Melrose shall hold Reading harmless from any and all claims related to employment or employee benefits, collectively bargained or otherwise, made by the Director or Health Staff

prior to the commencement of the term of this Agreement. Reading shall indemnify and hold harmless Melrose and each and all of its officials, officers, employees, agents, servants and representatives from and against any claim arising from or in connection with the performance by the Director or Health Staff of their duties in or for Reading including, without limitation, any claim of liability, loss, damages, costs and expenses for personal injury or damage to real or personal property by reason of any negligent act or omission or intentional misconduct by the Director or Health Staff while in or performing services for Reading. Similarly, Melrose shall indemnify and hold harmless Reading and each and all of its officials, officers, employees, agents, servants and representatives from and against any claim arising from or in connection with the performance by the Director or Health Staff of their duties in or for Melrose, including without limitation, any claim of liability, loss, damages, costs and expenses for personal injury or damage to real or personal property by reason of any negligent act or omission or intentional misconduct by the Director or Health Staff while in or performing services for Melrose. Such indemnification shall include, without limitation, current payment of all costs of defense (including reasonable attorneys fees, expert witness fees, court costs and related expenses) as and when such costs become due and the amounts of any judgments, awards and/or settlements, provided that (a) Melrose and Reading shall each have the right to select counsel to defend against such claims, such counsel to be reasonably acceptable to the other party and its insurer, if any, and to approve or reject any settlement with respect to which indemnification is sought; (b) Each party shall cooperate with the other in all reasonable respects in connection with such defense; and (c) neither party shall be responsible to pay any judgment, award or settlement to the extent occasioned by the negligence or intentional misconduct of any employee, agent, official or representative of the other party other than the Director or Health Staff. By entering into this Agreement, neither of the parties have waived any governmental immunity or limitation of damages which may be extended to them by operation of law.

10. Termination. This Agreement may be terminated by either party for any reason or no reason on thirty (30) days written notice to the other. No such termination shall affect any obligation of indemnification that may have arisen hereunder prior to such termination. The parties shall equitably adjust any payments made or due relating to the unexpired portion of the Term following such termination.

11. Assignment. Neither party shall assign or transfer any of its rights or interests in or to this Agreement, or delegate any of its obligations hereunder, without the prior written consent of the other.

12. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, illegal or unenforceable, or if any such term is so held when applied to any particular circumstance, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, or affect the application of such provision to any other circumstances, and this Agreement shall be construed and enforced as if such invalid, illegal or unenforceable provision were not contained herein.

13. Waiver. The obligations and conditions set forth in this Agreement may be waived only by a writing signed by the party waiving such obligation or condition. Forbearance or indulgence by a party shall not be construed as a waiver, nor limit the remedies that would otherwise be available to that party under this Agreement or applicable law. No waiver of any breach or default shall constitute or be deemed evidence of a waiver of any subsequent breach or default.

14. Amendment. This Agreement may be amended only by a writing signed by both parties duly authorized thereunto.

15. Governing Law. This Agreement shall be governed by and construed in accordance with the substantive laws of the Commonwealth of Massachusetts, without regard to the conflicts of laws provisions thereof.

16. Headings. The paragraph headings herein are for convenience only, are no part of this Agreement and shall not affect the interpretation of this Agreement.

17. Notices. Any notice permitted or required hereunder to be given or served on either party by the other shall be in writing signed in the name of or on behalf of the party giving or serving the same. Notice shall be deemed to have been received at the time of actual receipt of any hand delivery or three (3) business days after the date of any properly addressed notice sent by mail as set forth below.

a. To Reading. Any notice to Reading hereunder shall be delivered by hand or sent by registered or certified mail, return receipt requested, postage prepaid, to:

Robert W. LeLacheur, Jr. CFA
Town Manager
Town Hall
16 Lowell Street
Reading MA 01867

or to such other address(es) as Reading may designate in writing to Melrose.

b. To Melrose. Any notice to Melrose hereunder shall be delivered by hand or sent by registered or certified mail, return receipt requested, postage prepaid, to:

The Honorable Mayor Robert J. Dolan
Melrose City Hall
562 Main Street
Melrose, Massachusetts 02176

or to such other address(es) as Melrose may designate in writing to Reading.

18. Complete Agreement. This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof, superseding all prior agreements and understandings. There are no other agreements or understandings between the parties concerning the subject matter hereof. Each party acknowledges that it has not relied on any representations by the other party or by anyone acting or purporting to act for the other party or for whose actions the other party is responsible, other than the express, written representations set forth herein.

19. Financial Safeguards. Melrose shall maintain separate, accurate and comprehensive records of all services performed for each of the parties hereto. Melrose shall maintain accurate and comprehensive records of all costs incurred by or on account of the Health Department, and all reimbursements and contributions received from Reading. Periodic financial statements must be issued to each party. On an annual basis, the parties' Financial Officers shall jointly audit the accounts of the Director of the Health Department for accounting consistency and reliability.

WITNESS OUR HANDS AND SEALS as of the first date written above.

TOWN OF READING
By its Board of Selectmen

CITY OF MELROSE
By its Mayor

Appendix B

Town of Reading Community Services Department Employee Task List

Date: May 15, 2014

Position: **Public Health Administrator**

Reports to: **Board Of Health / Community Services Director**

Board/Committee/Commission Related Work: **Board of Health**

Overview:

Summary of Duties:

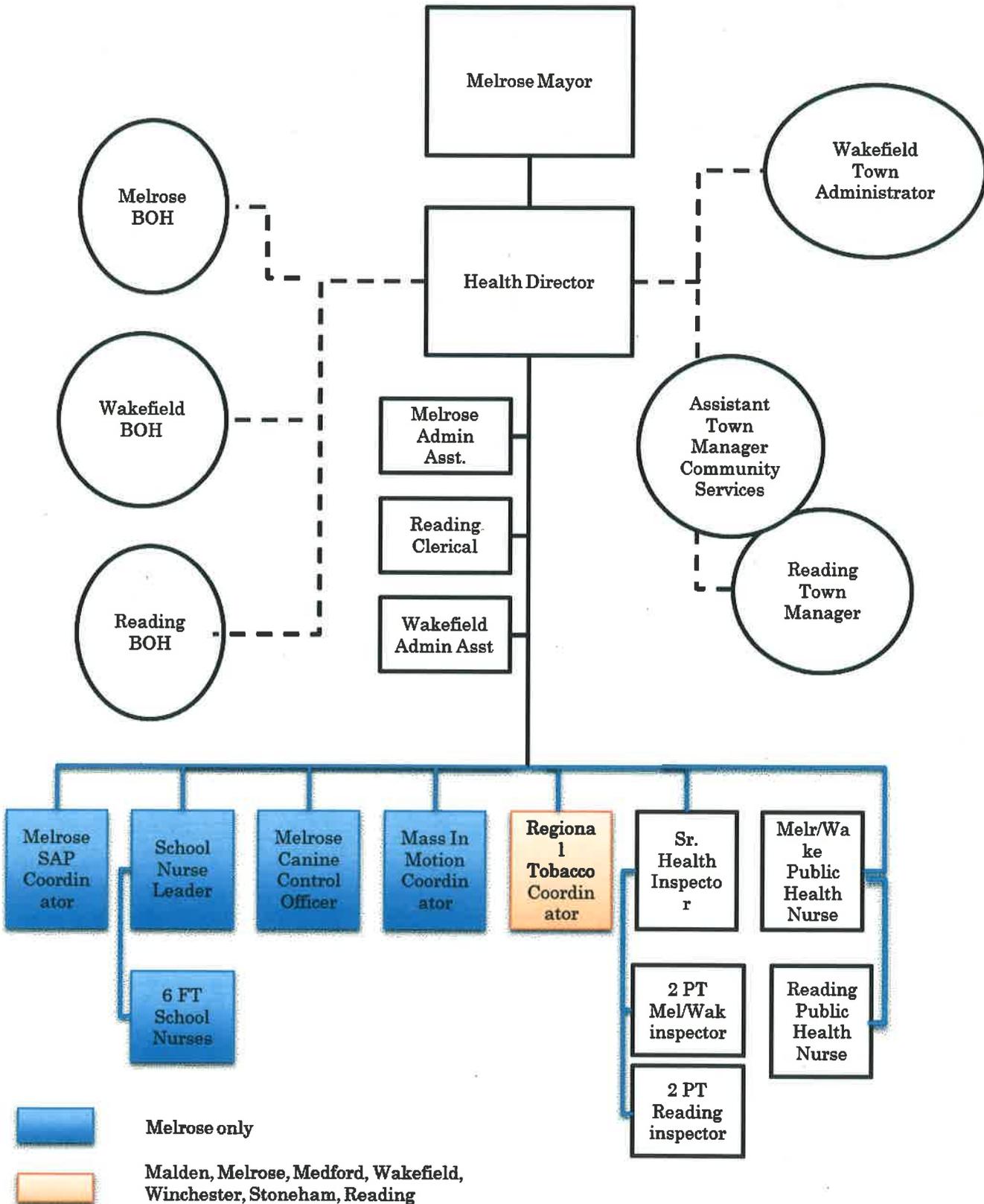
Manage the Public Health Function in the Town of Reading. Advise the Board of Health on technical aspects of Public Health; discharge function of Board of Health when they cannot assemble; serve as Incident Commander in Public Health Emergency response; enforce all required State Local and Federal Public Health rules and requirements.

List of Tasks (in prioritized order):

1. Manage Health Division and Public Health function within the Town of Reading including enforcement of 14 State regulations (at a minimum) and 4 General Laws
2. Advise Board of Health on all matters pertaining to Public Health in Reading, including regulatory actions, Public Health response actions, prevalence of illnesses
3. Respond to requests/ questions from Board of Health on Public Health issues
4. Advise the Town Manager and Community Services Director on current issues related to Public Health and Public Health plans to alleviate Public Health threats to community
5. Prepare, implement and execute Public Health Emergency response plans as mandated by State and Federal requirements and apprise Board of Health of same.
6. Conduct annual Technical Assessment Review (TAR) of Public Health Emergency Plan as mandated by State Department of Public Health and CDC
7. Prepare Reports to the Board of Health on a Monthly basis reporting Health Division activities. Prepare Board of Health Annual reports. Prepare advisory reports to Town Manager, Community Services Director on Public Health issues.
8. Review plans of regulated facilities for compliance with State and Board of Health regulations: including but not limited to- Food Establishments, Swimming pools, developments and Subdivision
9. Review applications for new facilities regulated by the Board of Health and advise the applicants on deficiencies and strategies to correct deficiencies
10. Educate the Citizens of Reading on issues relevant to public Health, risks and efforts that can be taken to alleviate /reduce those risk factors.
11. Advise Health Division Staff on technical issues related to their function
12. Meet with Establishment owners to discuss violations and strategies for compliance with Public Health laws
13. Respond to Complaints from Residents
14. Respond to emergency response calls from Town Departments, Coalition partners, State Department of Public Health

15. Investigate Food Borne illness outbreaks and manage the Public Health Disease surveillance function in Reading
16. Inspect Housing in response to complaints from tenants/ Landlords in Compliance with Chapter II of the State Sanitary Code
17. Develop and manage Vector Control programs in conjunction with Eastern Middlesex Mosquito Control Program
18. Conduct inspections , plan reviews and other duties required under MA Title V – Onsite waste water disposal regulations including - Witness Septic Tank abandonments, review system upgrades, soil evaluation , percolation testing and system testing
19. Train/mentor Health Division staff in execution of their core duties / functions
20. Consider and issue Emergency permits as for Beaver removal
21. Represent Town of Reading on Regional Coalition, Tobacco Control, Medical reserve Corps, Mosquito Control Boards and other groups as required by job function
22. Represent Health Division of Design Review Team
23. Function as Incident Commander in Public Health Emergencies one of the Joint Incident Commanders in Reading Emergency response structure\
24. Review Temporary Food Permit applications and advise applicants on Safe Food handling practices
25. Develop Community wellness programs and prepare and disseminate routine advisories on Public Health related issues
26. Prepare content for Health Division Webpage
27. Coordinate Town Rabies clinic with Veterinarian
28. Conduct emergency preparedness drills for compliance with CDC requirements and prepare reports on drills for submission to State Department of Public Health
29. Provide Technical Advice to Town Departments on Public Health related topics
30. Review Demolition applications to ensure that they comply with Public Health requirements
31. Attend Town Meeting and prepare responses to Public Health concerns on direction of Town Manager
32. Prepare and issue Public Health compliance orders
33. Institute Regulatory/legal proceeding s for non compliance with Health laws
34. Coordinate community wellness programs with internal and external partners
35. Investigate Nuisance, noise and odor complaints and seek resolution
36. Keeper of Public Health Records and respond to Requests for Public Documents
37. Coordinate with GRVMRC to provide Lost Child/ First Aid Station at Reading Public Events (Town day and Fall Faire)
38. Prepare presentations to Board of Selectmen and other town Departments
39. Record and Prepare Board of Health minutes and agendas
40. Review and comment on Civic function permit applications, liquor permit applications and other non-Board of Health permits as requested
41. Other duties as assigned by Board of Health, Assistant Town Manager - Community Services or Town Manager

Appendix C Melrose-Wakefield-Reading Health Organizational Chart May 2014



MEMORANDUM

To: Reading Board of Selectmen

From: David P. Hutchinson, Chair of Reading Library Board of Trustees

Date: June 2, 2014

Re: Recommendation to amend and restate the charter of the Library Building Committee

The Library Building Committee (LBC) and the Library Board of Trustees (BOT) held a public joint meeting on May 29, 2014. Also in attendance, among others, were the Town Manager, the Assistant DPW Director, two selectmen (Arena and West), Chiefs of Police and Fire, the Town Engineer, and David Greenfield (of the Finance Committee). The primary purpose of the meeting, as indicated in the previously posted agenda, was to discuss possible improvements in the coordination and management of the building project and discuss proposals relating to the composition of the Library Building Committee.

In my capacity as Chairman of the LBC and BOT, I cited examples of misperceptions and miscommunication over the last six months that have hindered the smooth execution of the project. I also reminded the group of the limitations of the LBC by its charter to serve only in an advisory role, and that the primary responsibility for the execution of the project lies with the Town Manager and his designee. In my view these have not been properly balanced to date.

Accordingly, I articulated certain operational procedures by which we will proceed (touching on interactions with the Owners Project Manager, sponsorship of presentations, etc., and day to day responsibility for project management and communication). The group discussed at length and I believe all present agreed on a clarified process going forward.

I informed the group that Ms. Urell, Library Director, has asked to step down from the LBC, now that most of the programming and design decisions have been accomplished. She indicated that her seat on the committee could be filled to optimize the next phase of the project, which is principally execution and management of construction. As Library Director, she will continue to be an active participant in the working groups and provide any help or guidance on programmatic issues. It is also essential that her leadership be focused on managing library services as the library prepares for its move to temporary space and endeavors to provide services for the community during construction.

I then made a proposal for adding a seat to the LBC and suggestions on how to fill the two vacancies (Ms. Urell's seat and the proposed additional one). However, after a robust discussion by the group, it was determined that using the one vacancy for an appointment by the Town Manager would be sufficient. The primary goal of this appointment will be to ensure tight alignment between the LBC and the Town Manager and Assistant DPW Director (who has primary responsibility for execution of the project) and to enhance the LBC with project experience. The Town Manager

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requested that the charter also be amended to replace references to "Facilities Director" with "Assistant DPW Director" – Mr. Huggins will continue with responsibility in this new role. There were no objections to this request and it is included.

After further discussion, the Library Board of Trustees unanimously adopted the amendments to the charter of the LBC shown in the attached revised and restated document. I therefore ask the Board of Selectmen, as co-sponsors of the LBC, to review and adopt the changes and direct the Town Manager to render such appointment.

Thank you.

Library Building Committee

There is hereby established a Library Building Committee.

Background & Mission

The Reading Library Board of Trustees has applied for and been awarded (in October 2012) an approximately \$5.1 million construction grant by the Massachusetts Library Board of Commissioners. This grant award was as a result of an application and extensive planning effort by the Reading Public Library through its Board of Trustees and staff, with its OPM and Architect. The project is to conduct a full renovation/reconstruction of the existing building, plus an addition of approximately 8,000 square feet. The project is intended to develop a building with a useful life of at least 50 years, and a functional life of at least 20 years before any significant programmatic modifications are required.

The Library Building Committee shall provide advice to the Assistant DPW Director, who shall be responsible for the management of the building project, and to the Town Manager who pursuant to the Reading Home Rule Charter is responsible for the awarding of contracts and carrying out of improvements to all public buildings except for the buildings of the School Department and the Reading Municipal Light Department.

The Library Building Committee shall report periodically to the Library Board of Trustees, Town Meeting, the Board of Selectmen and other bodies as requested on the progress of the Library project.

The Library Building Committee shall:

- (1) To the extent that it does not delay the process, give advice to the Town Manager on the Architect and Owners Project Manager (OPM) selection for the project.
- (2) Review the detailed options for renovation/reconstruction of existing space and addition of additional space to the existing library building at 64 Middlesex Ave. including a discussion of expected timelines and costs;
- (3) Develop a recommended proposal for the final design. The Library Building Committee will base its recommendation on the detailed program needs developed as part of the application process for State aid, and approved by the Massachusetts Board of Library Commissioners.
- (4) Monitor the bid process and make a recommendation as to the award of construction bids.
- (5) Provide input into the arrangements for temporary space for the library during the construction project.
- (6) Monitor the construction process, working with the Assistant DPW Director to determine how the project is tracking with respect to the construction contract, timelines, and cost.
- (7) Without delaying decisions, review and make a recommendation to the Assistant DPW Director on periodic payments including change orders.

Committee Membership

The Library Building Committee shall consist of eight (8) members appointed as noted below.

- ◆ 2 members of the Library Board of Trustees appointed by the Board of Trustees
- ◆ One member of the Library staff, which may be the Library Director, and who shall be appointed by the Library Director

- ◆ One member appointed by the Town Manager which may be a Town employee or a resident of the community
- ◆ One member of the Finance Committee appointed by the Finance Committee
- ◆ 3 residents of the community, at least 2 of whom have experience and expertise in construction projects as an architect, structural or civil engineer, contractor, or construction manager, appointed by a committee consisting of the Chairman of the Board of Selectmen, Chairman of the Board of Library Trustees, and the Moderator

The terms of the members of the Library Building Committee shall be for three years, or until the completion of construction and the issuance of the Certificate of Occupancy of the building project, or until the filing of a final report with Town Meeting, whichever comes first.

Adopted 5-29-14 by the Library Board of Trustees

Proposed for adoption 6-10-14 by the Board of Selectmen

Library Building Committee

There is hereby established a Library Building Committee.

Background & Mission

The Reading Library Board of Trustees has applied for and been awarded (in October 2012) an approximately \$5.1 million construction grant by the Massachusetts Library Board of Commissioners. This grant award was as a result of an application and extensive planning effort by the Reading Public Library through its Board of Trustees and staff, with its OPM and Architect. The project is to conduct a full renovation/reconstruction of the existing building, plus an addition of approximately 8,000 square feet. The project is intended to develop a building with a useful life of at least 50 years, and a functional life of at least 20 years before any significant programmatic modifications are required.

The Library Building Committee shall provide advice to the [Facilities Assistant DPW](#) Director, who shall be responsible for the management of the building project, and to the Town Manager who pursuant to the Reading Home Rule Charter is responsible for the awarding of contracts and carrying out of improvements to all public buildings except for the buildings of the School Department and the Reading Municipal Light Department.

The Library Building Committee shall report periodically to the Library Board of Trustees, Town Meeting, the Board of Selectmen and other bodies as requested on the progress of the Library project.

The Library Building Committee shall:

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- (3) Develop a recommended proposal for the final design. The Library Building Committee will base its recommendation on the detailed program needs developed as part of the application process for State aid, and approved by the Massachusetts Board of Library Commissioners.
- (4) Monitor the bid process and make a recommendation as to the award of construction bids.
- (5) Provide input into the arrangements for temporary space for the library during the construction project.
- (6) Monitor the construction process, working with the [Facilities Assistant DPW](#) Director to determine how the project is tracking with respect to the construction contract, timelines, and cost.
- (7) Without delaying decisions, review and make a recommendation to the [Facilities Assistant DPW](#) Director on periodic payments including change orders.

Committee Membership

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- ◆ 2 members of the Library Board of Trustees appointed by the Board of Trustees
- ◆ ~~2 members~~ One member of the Library staff, which may ~~include~~ be the Library Director, and who shall be appointed by the Library Director

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- ◆ One member appointed by the Town Manager which may be a Town employee or a resident of the community
- ◆ One member of the Finance Committee appointed by the Finance Committee
- ◆ 3 residents of the community, at least 2 of whom have experience and expertise in construction projects as an architect, structural or civil engineer, contractor, or construction manager, appointed by a committee consisting of the Chairman of the Board of Selectmen, Chairman of the Board of Library Trustees, and the Moderator

The terms of the members of the Library Building Committee shall be for three years, or until the completion of construction and the issuance of the Certificate of Occupancy of the building project, or until the filing of a final report with Town Meeting, whichever comes first.

Adopted 2-26-13 5-29-14 by the Library Board of Trustees

Proposed for adoption 6-10-14 by the Board of Selectmen and Library Board of Trustees

TOWN OF READING



MASSACHUSETTS

BOARD OF SELECTMEN

TOWN HALL • 16 LOWELL STREET • READING, MA 01867-2683

, CHAIR
, VICE CHAIR
, SECRETARY

FACSIMILE: (781) 942-9071
TELEPHONE: (781) 942-9043
WWW.READINGMA.GOV

ROBERT W. LELACHEUR, JR. CFA, TOWN MANAGER

TOWN OF READING REQUEST FOR PROPOSALS FOR TOWN COUNSEL SERVICES

I. Objective

The Town of Reading, Massachusetts, acting through its Board of Selectmen, seeks to appoint a highly qualified attorney or law firm as Town Counsel effective no later than July 1, 2014. The successful appointee should meet or exceed the qualifications stated herein and, in general, should be readily accessible to authorized public officials, exceptionally experienced in municipal law (as further described below), scrupulous in adhering to required standards of professional conduct and ethics, and committed to rendering sound legal advice with suitable objectivity and professional detachment.

II. Background

The Town of Reading is located 12 miles north of Boston and has a population of approximately 25,000 residents. The Town is predominantly residential with some vibrant commercial areas. The Town has a budget of approximately \$80 million for Fiscal Year 2014 and is rated AA+ by Standard and Poor's.

The Reading Home Rule Charter specifies Town government functions under a Board of Selectmen and a Town Manager; has a 192-member representative Town Meeting; has two other elected boards - the Board of Assessors and the Library Board of Trustees - and many Selectman-appointed boards. The Town's decision-making process is highly collaborative and consensus driven, and often includes the School Department and town-owned Reading Municipal Light Department. The Town is led by exceptionally qualified department heads and very dedicated staff, and also enjoys a strong grass-roots volunteer effort. Through these volunteers, the Town benefits from a wide range of knowledge and experience in many professional and technical fields. Volunteers are encouraged to learn more about the Town of Reading through its municipal website (www.Readingma.gov) and local publications.

The Town of Reading has been served by its current Town Counsel, Gary S. Brackett, of the law firm of Brackett and Lucas LLC in Worcester. Mr. Brackett has recently resigned as Town Counsel. Mr. Brackett is highly regarded for both his legal advice and wise counsel that he has rendered to board members and staff alike over the course of his tenure. The Town Manager has established informal procedures and protocol so that a limited number of staff and volunteers contact Town Counsel directly.

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The current model for legal services has worked well in the Town. Mr. Brackett's services have been augmented by Town's Labor Counsel (Morgan, Brown, & Joy LLP). Note that the Light department hires independent Counsel and the School department hires independent Labor Counsel, but shares Town Counsel services. Recently the School department has hired Special Counsel to handle a specific litigation matter in-progress that was previously handled by Brackett and Lucas. The Town would like to replicate the model of a "generalist" as Town Counsel with existing specialists to round out the legal advice rendered to the Town.

III. Town Counsel Services

The Town seeks expertise in the following matters:

- General Municipal Law;
- Municipal Finance;
- Town Bylaws and Regulations;
- Open Meeting, public record, executive session, and conflicts of interest law;
- Zoning and land use issues (please note that the Town is engaged in a significant overhaul of Zoning Bylaws, scheduled for November 2014 Town Meeting action);
- Real estate issues: acquisitions, sales, eminent domain, easements, leases, tax takings;
- Town Meeting: drafting and review of Warrant Articles and Motions, advice on issues before and at Town Meeting;
- Drafting and monitoring special legislation;
- Bidding, public construction, and municipal procurement issues;
- Affordable Housing;
- Subdivision control law;
- Community Preservation Act;
- Wetlands regulations;
- Oil and Hazardous Waste Contamination and other environmental issues;
- Elections law and procedures;
- Liquor Licensing; and
- Representation of the Town in all courts, including appellate level, and administrative agencies.

The Town expects Town Counsel attendance at the following:

- All sessions of Annual (late April to early May), Subsequent (mid-November) and Special Town Meetings. Town Meetings are usually held on Monday and Thursday evenings;
- Board of Selectmen meetings and other meetings on request.

IV. Minimum Qualifications

A. Bar Admissions

The appointee and all those who serve as back-up to the appointee (see below) must be a member in good standing of the Massachusetts Bar and of the Federal Bar for the District of Massachusetts. Town Counsel must have Professional Liability Insurance in the amount of at least \$2,000,000 and will need to produce a certificate of insurance upon appointment.

B. Experience

The appointee must represent or have represented as town counsel (or functional equivalent) a minimum of three Massachusetts municipalities for no less than five years each, or represented other Massachusetts municipalities in specific areas of municipal law, or possess equivalent experience. References for all municipalities currently represented or represented in the past ten years by the appointee must be furnished.

C. Accessibility and Accountability

The appointee must commit to be available for frequent contact either through in person meetings, via telephone or electronic means, and be able to respond to all communications from authorized officials either himself/herself or through a qualified back up within 24 hours of the call during normal business hours. The appointee must be accessible to town staff and board members. An internal controls process directs staff and board members on procedures to be followed when Town Counsel's services are needed. The appointee must also commit, as a general rule, to responding to requests for written opinions within one week unless the circumstances of the opinion warrant a shorter or longer time frame for a response. The appointee must commit to preparing a brief written summary each month of all open issues at no cost to the Town and to preparing a report for the Town's Annual Report.

D. Back-up

The appointee must have within his or her firm or through an established "of counsel" relationship at least one other qualified attorney available to render advice and otherwise represent the interests of the Town of Reading when the appointee is unavailable. In this context, "qualified attorney" shall mean another lawyer who substantially meets the minimum qualifications set forth herein for the appointee or who is supervised by another attorney in the firm that meets these qualifications.

E. Billing

The appointee must commit to providing a summary of legal services rendered and invoices for services ordered, rendered and accepted on a monthly basis. Each statement, if based on an hourly rate for services, must disclose, at a minimum, the date of the service, the identity of the lawyer or staff person performing the service, the subject matter reference for the service, a description of the service performed, the time it took to perform that function, and the hourly rate for the individual performing the function. Expense items must also be itemized.

V. Fees and Expenses

The Town is committed to containing legal costs and wishes to understand the basis on which the responding attorneys propose fees and expenses. The Board of Selectmen will consider alternatives to the traditional hourly rate fee arrangement with counsel and/or the current fixed fee arrangement for certain services, such as attendance at Board of Selectmen and Town Meetings. Responding attorneys are required to clearly outline the various types of financial arrangements being proposed. For example, if a fixed fee arrangement is being proposed, define exactly what is meant by this term. If a minimum annual contract, define what would be included in such an arrangement. Responding attorneys should feel free to be creative in this regard so long as the proposal is understandable and reasonable.

Whether or not an alternative fee arrangement is proposed by the responding attorney, the attached fees and expenses response sheet must be filled out completely.

VI. Selection

In seeking Town Counsel, the Town of Reading is not bound by M.G.L. c.30B or by any other constraints apart from the sound judgment of its members. This process is being used to communicate the desired qualifications of Town Counsel and to solicit information in an orderly fashion for rough comparative purposes.

A five member Search Committee composed of two Selectmen, Town staff and others will recommend two or three finalists for consideration by the full five-member Board of Selectmen. Personal interviews will be part of the process for selecting the finalists. The finalists will interview with the Board of Selectmen during an open meeting. Ultimately, the Board of Selectmen will select the candidate deemed to be in the best interests of the Town, in its sole discretion. Consequently, the Board of Selectmen and Town of Reading reserve the right to waive any irregularities in the RFP process and to accept or reject any or all proposals. The appointment of Town Counsel

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is generally made by the Board of Selectmen for each fiscal year. The Board intends to work with the new appointee on a transitional plan.

Below are the projected dates for this process. The Town reserves the right to modify this schedule as it determines convenient:

April 21, 2014	RFP issued
May 8, 2014	Proposals due by 3:00 pm
May 12-23, 2014	Search Committee screening/interviews
June 10, 2014	Board of Selectmen finalist interviews
June 24, 2014	Board of Selectmen's decision
July 1, 2014	Effective date of appointment

VII. Application

Qualified attorneys or law firms interested in responding to this RFP should fill out the attached forms completely and attach copies of all documents requested therein. Kindly return the same in a sealed envelope labeled "Town Counsel RFP" to Robert W. LeLacheur, Jr. CFA, Town Manager and a member of the Search Committee, who also will be available to respond to questions at:

Robert W. LeLacheur, Jr. CFA
Town of Reading
16 Lowell Street
Reading, MA 01867
781-942-9043
townmanager@ci.reading.ma.us

Please provide eight (8) hard copies of the RFP response and all associated documentation on 8 ½ by 11 paper, along with one digital copy in Adobe pdf format at the address above.

All responses to this RFP must be received at the above address no later than 3:00 pm on Tuesday, May 8, 2014.

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ATTACHMENT A

RESPONSE TO REQUEST FOR PROPOSALS FOR TOWN OF READING
TOWN COUNSEL

Name:	
BBO#:	
Name of Firm:	
Street Address:	
City, State, Zip:	
Telephone:	
Fax Number:	
Email:	
Website:	

Please respond to each of the following, using separate pages as necessary:

1. Please identify by name (and BBO #, address and phone number if different than above) the proposed Town Counsel, and, if applicable, lead counsel as well as members of a team, and each proposed back-up counsel.
2. Please attach resumes or *curriculum vitae* for each attorney identified above.
3. Do each of the attorneys identified above meet the minimum bar admission requirements of the RFP? If other than "yes", please explain.
4. With respect to each attorney identified, please list each and every Massachusetts municipality represented by the attorney within the past ten years, the years of such representation, and the name, address and phone number of at least one contact person in each municipality with knowledge of the attorney's representation.
5. Please describe each identified attorney's experience in municipal law.
6. Please describe how you propose to satisfy the Accessibility and Accountability requirements of the RFP, specifically with regard to Reading's somewhat decentralized form of government, including volunteer Boards.
7. Please describe how you propose to satisfy the back-up requirements of the RFP.
8. If services are to be provided by a team of lawyers, describe how the team approach would work. For example, will specific attorneys be assigned to specific cases or subject matters? Will the specific attorney remain the contact throughout the case or matter?

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9. How would you conduct or oversee litigation, including administrative proceedings, in which the Town and its boards are involved in their official capacity, to the extent such legal services are not provided by the Town's insurance carriers or outside counsel?
10. Are you available to review and approve as to form and content all contracts to which the Town is a party?
11. Do you provide regular updates on regulations, legislation and court decisions affecting municipalities and, if so, would this be a separate expense?
12. Do you provide training in legal obligations and compliance for elected, appointed and compensated town employees on issues such as conflict of interest, ethics, open meeting law and harassment, and, if so, would this be a separate expense?
13. Please describe your suggestions for the transition from current Town Counsel.
14. Please describe any complaints with the Board of Bar Overseers or suits against each identified attorney and how the complaints or suits have been resolved.
15. Please identify any past or current clients that may give rise to a conflict of interest as a result of representing the Town of Reading.
16. For each Town you and, if applicable, members of your firm have represented, please list those cases where municipal litigation has been undertaken (do not list special ed or appellate tax board cases).

By my signature, I certify that the information contained in this Response to Request for Proposals are complete and accurate, to the best of my knowledge and belief.

Signed: _____ Date: _____

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ATTACHMENT B

**RESPONSE TO REQUEST FOR PROPOSALS FOR TOWN OF READING
TOWN COUNSEL - FINANCIAL INFORMATION**

Fees and Expenses Response Sheet

(To be attached to and made a part of the overall Response to Request for Proposals)

1. Please list the name and hourly rate for proposed Town Counsel and for each attorney intended or likely to serve as back-up.
2. If you propose to bill for services provided by paralegals, clerical staff, or other non-attorney personnel, please list by title and by hourly rate each position for whom you may bill.
3. Please provide a complete listing of all charges for expenses you intend to impose as incurred (i.e., any and all copy charges, telephone charges, fax charges, mileage charges and the like, but excluding any fees for stenographers, court fees, service fees and the like).
4. In what hourly increments do you intend to bill?
5. Do you bill out attorney time out of the office on a portal-to-portal basis or some other basis? Please describe.
6. Please describe any proposed alternative fee arrangement.

ATTACHMENT C

MUNICIPAL LAW EXPERIENCE CHECKLIST
(To be completed for each team member)

Rate your experience in the following areas of municipal law using the scale below

1. No experience
2. Limited experience
3. Moderate experience
4. Advanced experience
5. Extensive experience

_____	General Municipal Law
_____	Municipal Finance
_____	Town bylaws and regulations
_____	Open Meeting, public record, executive session, and conflicts of interest
_____	law
_____	Zoning G. L. c. 40A and land use
_____	Real estate issues: acquisitions, sales, eminent domain, easements, leases, tax taking
_____	Town Meeting: drafting and review of warrant articles and motions, advice on issues before and at Town Meeting
_____	Drafting and monitoring special legislation
_____	Public Bidding, Construction Law and Municipal Procurement Law
_____	Chapter 40B Affordable Housing
_____	Subdivision Control Law
_____	Community Preservation Act G. L. c. 44B
_____	Wetlands Regulation (State and Local)
_____	Oil & Hazardous Waste Contamination G. L. c. 21E
_____	Elections Law
_____	Liquor Licensing
_____	Municipal Labor Law
_____	Chapter 32B

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ATTACHMENT D

**STATEMENT OF LITIGATION EXPERIENCE
(To be completed for each team member)**

Rate your experience practicing with the following Courts, Boards and Commissions based on the scale listed below.

1. No experience
2. Limited experience
3. Moderate experience
4. Advanced experience
5. Extensive experience

- _____ Trials before State Courts (District, Superior, Land Courts)
- _____ Trials before Federal District Courts
- _____ Appeals before Massachusetts Appeals Court
- _____ Appeals before Massachusetts Supreme Judicial Court
- _____ Administrative Proceedings before Massachusetts Civil Service Commission
- _____ Arbitration Proceedings
- _____ Mediation Proceedings
- _____ Administrative Proceedings before Massachusetts Appellate Tax Board
- _____ Administrative Proceedings before Massachusetts Department of Environmental Protection
- _____ Administrative Proceedings before Massachusetts Commission Against Discrimination
- _____ Administrative Proceedings before the ABCC
- _____ Administrative Proceedings before the Housing Appeals Committee
- _____ Administrative Proceedings before Division of Administrative Law Appeals

ATTACHMENT E

TOWN OF READING BACKGROUND INFORMATION TOWN COUNSEL

Overview

Town Website: <http://www.readingma.gov/>

Annual Report: <http://www.readingma.gov/board-of-selectmen/pages/annual-report>

Volunteer Boards, Committees & Commissions: <http://www.readingma.gov/sites/readingma/files/file/file/bccs.pdf>

Legal

Home Rule Charter: http://www.readingma.gov/sites/readingma/files/file/file/2013-09-16_reading_home_rule_charter.pdf

General Bylaws: http://www.readingma.gov/sites/readingma/files/file/file/2013-12_general_bylaw_0.pdf

Zoning Bylaws: http://www.readingma.gov/sites/readingma/files/file/file/2013-12_zoning_bylaw.pdf

Current Recodification efforts

- Charter: http://www.readingma.gov/sites/readingma/files/file/file/2014-03-17_charter_review.pdf
- Zoning: <http://www.vhb.com/readingzoning/>

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Town of Reading Meeting Minutes

Board - Committee - Commission - Council:

Board of Selectmen

Date: 2014-05-10

Time: 8:00 AM

Building:

Location:

Address:

Purpose: General Business

Attendees: **Members - Present:**

Chairman John Arena, Vice Chairman Marsie West, Secretary Daniel Ensminger, Selectmen John Halsey and Kevin Sexton

Members - Not Present:

Others Present:

Town Manager Bob LeLacheur, Assistant Town Manager Jean Delios, Town Accountant Sharon Angstrom, Fire Chief Greg Burns, Police Chief James Cormier, Library Director Ruth Urell, Public Works Director Jeff Zager,

Minutes Respectfully Submitted By: Secretary

Topics of Discussion:

Board of Selectmen and Department Head's Retreat May 10, 2014, Conference Room, 8:00 a.m. — 1:00 p.m. Jordan's Furniture

1. **Overview — (8:00 — 8:45)** - The Town Manager made some introductory remarks and an overview of our goals for the day. He noted that the objective of the retreat is to develop an action plan. The last planning session was in 2006 and had 3 takeaways - Technology, Facilities, and Communication (steno note: large format flip chart sheets were on display). A brief background of everyone was provided as we went around the room and explained our backgrounds and experience levels from about 8:15 and ended around 8:45
2. **Challenges Facing Town Government (8:45 — 9:45)**
 - a. **Revenues vs. Organization —** The Town's revenue stream is roughly 2-4% yet spending is above that. There is a need to build an organization that lives within. How can the organization survive ups and downs in the economy, need an organization that is diverse. There is a need for a Strategic Plan and an understanding of how the organization connects. How do we integrate all parts of the organization? Especially in light of competing demands. JH we don't help them understand how that integrates into the enterprise. Bottom up organization, everyone is trying to do a good thing in there silo. Let people out of their silos to prosper
 - b. **Why Issue is Important -** The Town is a Service Business - hard to measure outcomes. Sometimes not much overlap. What are the priorities given financial constraints? Currently the Town is a lean organization built on piecemeal changes.

- c. Impacts /Organization of Issues - What is needed and how do you get there? Community priorities are the inputs to the Strategic Plan. Volunteers are a resource to help employees. Departments work well together. Boards are clear about their mandate. It can feel like a four sided rowboat, all pulling in different directions. BCC's in silos. Bridge was Town Manager - need other tools. Volunteers are a doubled edged sword; people will fill a void if you need it. Organization has been run on the backs of employees, good value for the Town but not for the younger generation. We have to understand what the workforce looks like. We are not able to hire our top choices - can you afford your top choice pick something in the middle - Relate this to peer communities pay and class.

Schools are slightly below the median rate of pay. In Town Government we are substantially below the median rate of pay. HR is a real big topic.

How we measure, the cost per pupil isn't a good one. Can do something to attract good employees but how do you retain them?

Communication and Perception issue - what services would you cut and if you can't would you be willing to pay more... residents in a silo. How to change the perception a little bit...

How do we engage residents - World Cafe was good, drew tons of people. Two way communication to community. Schools - Early childhood center was a silver lining - Town Meeting "awakening" - where are we going with this.

What is the best way to involve diverse crowd. Building projects frustration of weighing in and not being listened to...

What are our goals? What is the capacity for big projects vs. ongoing operations? How to leverage volunteers? How to prepare for override? RMLD - unique asset as well as the risk we own for financial pending challenge - fixed costs and then a period of low rates with natural gas and supply issues and contracts. Getting ready to change the rate structure. That hits the same customers that we have.

FACILITIES - where are we going with this especially in light of our structural problem and priorities, lack of agreement, putting it under schools which is 2/3 of the budget.

Fix the \$\$ - Creative vs. do the basic job. Look before you leap - study the issue then propose a solution. Common metric of studying things - look at the output - money spent vs. achievement - value proposition and price performance. Need to market the good things we are doing...

Measure output... communicate to community.. marketing. Inventory of Services and working with community partners. Social Media - as a way to communicate...

Break

3. Community Partners — Defined as any Non -Town Employee (10 — 11:30)

B /C /C's - consolidation of Town B /C /C's and Service Org's, Fraternal Orgs, Sanborn, Longwood, YMCA, Young Women's League, SPORTS ORGS, Cultural and Arts Groups, Religious Orgs, Library Friends and Foundation, Friends and Supporters, Friends of Reading Rec, grants State /Fed, MAPC, Prof. Groups, Social Media links to those groups. You have to manage the content - get people to like and share your page...

Strategic Plan

1. Community Priorities
2. How to get input from Community - Focus Groups, Community Survey that is professionally crafted, Work with Higher Ed,
3. How do we measure our output/cost of providing?
4. Marketing and Social Media
5. Abbreviated world cafe - with service groups - Summit of all the organizations - community organization summit -

Things that we do poorly:

1. Website - hire someone to restructure... have a process in place
2. Keep track of complaints or requests
3. Numerous inquiries to TM - Resident interactions - the ability to go in and see how many times they ask for something, assign someone to triage...
4. Not always need to be the Town Manager
5. Marketing to res or comm (realtors)
6. Communicate and Develop Relationships with Businesses
7. Capacity of Town Government vs. other organizations
8. Budget for capital projects, no staff to oversee or manage them

What data do we gather, how do we measure - activity based, not result based ? Monthly Reports? What is worth reporting on or tracking?

Think of it through the eyes of your customer - what is the top priority

Sharon tracks revenue on a monthly basis - how are collections going (e.g., ambulance reports) maybe looking at wrong person for the measure.

What's worth communicating - talk about the "wins" give people and understanding about what they are getting a bang for the buck

TM and GM at RMLD are working together to be more proactive and less reactive...

Work on marketing now and then later deal with the need for a strategic plan

Action Plan - pressing needs

1. Zoning bylaw
2. Charter
3. Land Use - extra requirements like Local Bylaw Conservation
4. Town and Schools Facilities Building Program - Asset Management
5. Post Office Building - buy it just for the parking...
6. Library Construction Project - still working it out
7. Use of Facilities - Standing Building Committee (by Bylaw Committee) piece missing from building committee is money, make sure we have a strong financial eye on what is going on, keep things on track, Joe has a guy who can watch over an actual construction project. More

neutral hands, wide range of expertise, need a financial professional expertise on projects - not having that is a risk.

8. Capacity /Infrastructure - We have a shortfall of recreation space, book in advance, scramble for resources including fields. Only 2 things to do - turf them or light them. Ice Arena is a big resource, drives revenue... recreational center that could house all our needs - being developed without any tax dollars the revenue streams are creating revenue sources back to the Town. Melrose, Pine Banks facility, was the funding source. Morelli field and Concord NH has a booming business going on and Bedford is driving hundreds of thousands if not millions of dollars being generated - all the parts connect

Birch Meadow is revisiting the plan, what are we seeing, how are we seeing people using things...

What do we need to do -

Market is hot - we are well above the 2005 bubble burst...

The development of specialized facilities and lease payments, profit sharing, etc. in the Town Forest... High Wire Act... Privately run popular in Washington State and in Oregon. Person that runs it is from Reading.

Aging Population is a big factor - Housing is as well - How much can we do, we have a limited pool of resources do you think about partnering with community groups, some services we already provide like a the library which is a Large print collection and the demands of that age group. Programs at the Library include a lot of Senior Citizens so they repeat a program at 10 in the morning. A magnifier for reading a letter etc. How far do we go until we say Uncle.

Fire Department is finding people - a resource of last resort

Break

Financial is a set aside...

Marketing is the overarching component of all of the topics

It was agreed that working groups would be formed as follows to undertake follow up work:

1. Community Partners — Kevin Sexton, Dan Ensminger, and Bob LeLacheur
2. List of Services and Performance Measurements — Marsie West and Jean Delios
3. Communication — Sharon Angstrom and Jeff Zager
4. Strategic Planning — John Arena, John Halsey, Jim Cormier, Greg Burns, and Ruth Urell

October 21st is the target date to meet again - Tuesday PM - off site - Financial Forum is October 29th

Meeting Adjourned at 12:30.

Respectfully submitted,

Secretary

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Town of Reading Meeting Minutes

Board - Committee - Commission - Council:

Board of Selectmen

Date: 2014-05-27

Time: 7:00 PM

Building: Reading Town Hall

Location: Selectmen Meeting Room

Address: 16 Lowell Street

Purpose: General Business

Attendees: **Members - Present:**

Chairman John Arena, Vice Chairman Marsie West (remotely), Secretary Daniel Ensminger, Selectmen John Halsey and Kevin Sexton

Members - Not Present:

Others Present:

Town Manager Bob LeLacheur, Police Chief James Cormier, Deputy Police Chief Mark Segalla, Office Manager Paula Schena, Health Director Ruth Clay, Nancy Dockser, Gina Snyder, Bo Garrison, Bill Brown, Terrence Selle, Tom Gardner, David Sinclair

Minutes Respectfully Submitted By: Secretary Daniel Ensminger

Topics of Discussion:

Reports and Comments

Selectmen's Liaison Reports and Comments - Kevin Sexton noted that he attended the Economic Development Committee last Wednesday. They are willing to run with the results of the EDSAT. He attended the Orange Leaf grand opening and asked about the status of the Fall Street Faire Committee. Town Manager noted that there will be no change to the Fall Street Faire Committee this year.

Daniel Ensminger noted that the Volunteer Appointment Subcommittee will be meeting on June 3rd and he reviewed the list of Committees that need volunteers. He presented the certificate of recognition to Roland Vazquez on May 8th; interviewed Town Counsel candidates on May 20th and spoke at Wood End on Memorial Day.

John Halsey noted that he attended the Northern Bank grand opening. He complimented Veteran's Agent Frank Driscoll on the Memorial Day event and noted that the essay at Forest Glen was exceptional.

John Arena also complimented Frank Driscoll on the Memorial Day event and he attended the School Committee meeting regarding all-day kindergarten.

Public Comment - Bill Brown thanked the Selectmen for speaking on Memorial Day. He also noted that, next year, they will be in need of volunteers at the cemeteries to prepare for Memorial Day.

Resident Susan Bowe noted that the number of trucks going into the Compost Center are down. She notified the police that the gate is not locked and they are policing. She asked about the status of the big pile of cement and asphalt at the Compost Center and the Town Manager noted that the Town is looking at issuing an RFP to remove it.

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A resident from 84 Willow Street noted that the Town needs permission from the Board of Health or DEP to store solid waste. Gina Snyder noted that the DEP has regulations regarding solid waste.

Town Manager's Report – The Town Manager gave the following report:

- Thank you to Veteran's Service Officer Frank Driscoll and all the participants for a very moving Memorial Day ceremony. Peter Murphy, RMHS Class of 1964, spoke about his fellow classmates that gave their lives during the Vietnam War. Frank, who dislikes speaking in public, set that aside and gave a very memorable speech about how Vietnam Vets were treated upon returning to a country that was decidedly divided on the war. Each speaker received loud and long ovations, and both were well deserved.
- While the summer has barely begun, tonight we will request that the Selectmen vote to set the date of Sunday September 7th and the time of noon through 4pm for the Fall Street Faire. Note that the Patriots play that day, which will give area sports fans something else to look forward to during the baseball season ☺
- Recently a resident named Jason Scales made an appointment to see me on an unspecified topic. I was a bit surprised to learn that Jason is an elementary school student preparing to move up to Coolidge Middle School next year. We had a nice chat – his mother waited in the hallway – about Jason's idea to raise funds for the Leukemia and Lymphoma Society. He proposes to hold a ½ marathon bike ride in town to be followed by a 3-mile run for adults and a 1-mile run for kids. Jason had already made a list of area businesses that would make good sponsors, and we discussed the logistics about traffic and safety, at which point he handed me three maps where he had already marked off the courses he had in mind! Recreation will work with him this summer. I will point out that his preparation towards becoming the next Town Manager is about forty years ahead of where I was, so I suggest the Board keep him in mind.
- Please see in your packet the notification about the public review comment period for both the Boston Region Metropolitan Organization's Transportation Improvement Program and Unified Planning Work Program. Reading is one of only three locations that will host these meetings, here on June 12th at the Pleasant Street Center at 5:30pm.
- The best resource to check for West Street and other project updates is on the Town's website at <http://www.readingma.gov/engineering-division/pages/construction-projects>.
- The first agenda item is a special moment for the Police department as Mark Segalla has a badge pinning which will celebrate his recent promotion to Deputy Chief. Mark has been with the department for nearly 18 years. The assessment center conducted by a panel of Police Chiefs said that our three candidates for this position were all as talented as they have seen in searches for Police Chiefs. Congratulations to Chief Cormier and the entire department for receiving that accolade. Note that our other two candidates, Rich Abate and Dave Clark, will be the department's newest Lieutenants due to some pending retirements, and the Board will see them this summer.
- The second item is a Hearing for the Board to approve the Classification and Compensation for all non-union Town staff. The Classification system is unchanged from the last time the Board approved the plan, and the Compensation Plan has a 1.5% COLA for FY15 as was discussed during the budget process and sufficient funding was approved by Town Meeting.

- Once upon a time HR Administrator Carol Roberts stopped by Town Hall to do some part-time work and the Town very quickly realized that she needed to stay. Over twenty years later she is retiring as our HR Administrator, and she will be missed by the entire organization. I'd like to take this opportunity to thank Carol for her wisdom and ability to listen to all my questions and comments over the years! We have begun the pay and class review process approved by November '13 Town Meeting – once we realized the April '14 Town Meeting deadline was not achievable we decided to slow down and wait for our next HR Administrator with a goal of November '14 Town Meeting. Next week Judith Perkins will begin as our next HR Administrator – we look forward to trapping her here for a couple of decades as well.
- Ruth Clay, our regionalized Director of Health shared with Melrose and Wakefield, will give a brief presentation about ticks and Lyme disease prevention efforts at the request of one of the Selectmen. As an unintended early adopter while living in Connecticut in the early 80s, I can attest that Lyme disease is a good thing to avoid at all costs.
- DPW Director Jeff Zager will follow this discussion with one about the Town Forest. The TF Committee has been working on revising the Reading Town Forest Rules and Regulations that were sent in your weekend packet.
- Assistant Superintendent and soon-to-be Wilmington Superintendent Mary DeLai will be in to explain the School Nutrition Director as a position that we share with Wakefield. She will ask you to approve a three-year agreement to continue this arrangement. I will then give a brief overview on the status of our other Regionalization arrangements; some that are pending; or some that have been discarded.
- Please see your packet for a memo from Assistant Town Manager Jean Delios regarding two requests for outdoor dining from two of our newest businesses D'Amici's Bakery and Orange Leaf. We have walked the area a couple of times with the Police Chief and Town Engineer, as well as with Chairman John Arena, and we have a plan that should work well for this season that we would ask you to approve, subject to review of the specifics by Town staff. For example we would insist that tables and benches roughly match those that are already part of the downtown streetscape. I also have some ideas on making some streetscape changes in the downtown area that should provide more seating and/or dining options at a low cost that I will bring to the Board this summer.
- We have had one informal request from an attorney in town on behalf of an unnamed client that has some interest in knowing what the Board's interest is in allowing Bring-Your-Own-Beer/Wine (BYOB) in Reading. This topic has extensive background in Reading – the quick answer is that there are beer & wine licenses available which gives the Town some ability to regulate the public consumption of alcohol. A BYOB policy gives the Town no ability to do so. If the Board has interest in considering BYOB, then we will advertise a Public Hearing for a summer BOS meeting. The request made had no real time-table.
- There is an application from Liquor Junction to receive an extension for their license, and I would request that the Board approve this request. I met with a representative of the landlord last week, and while construction has slowed during the winter it is on track for this business to be open in the next month or so.
- We will conclude the meeting with a brief discussion about Friends and Family day scheduled for June 14th. Typically the Selectmen staff a booth from 11am until 3pm.

Personnel and Appointments

Officer Badge Pinning – Police Chief James Cormier noted this is a historic badge pinning for the first Deputy Chief Mark Segalla. As assessment center was conducted and there were three candidates. Deputy Chief Mark Segalla is an 18 year veteran of the Town and was promoted. The Board and the Police Officers present congratulated Deputy Chief Segalla.

Discussion/Action Items

Hearing – Approve FY15 Classification and Compensation Plans – The Secretary read the hearing notice. The Town Manager indicated he is asking the Board to reaffirm the plan that was approved in November.

A motion by Ensminger seconded by Halsey to close the hearing on the FY15 Classification and Compensation Plans was approved on a roll call vote with all five members voting in the affirmative.

A motion by Ensminger seconded by Halsey to approve the FY15 Classification and Compensation Plans as presented was approved on a roll call vote with all five members voting in the affirmative.

Lyme Disease Mitigation Strategy – Health Director Ruth Clay gave an overview of ticks and Lyme Disease. She noted that 3000 cases were reported in 2010 and 5000 cases were reported in 2012. She noted it wearing repellent with DET and using tick tubes help to ward off ticks.

Will Finch noted that he uses tick tubes and asked if they are okay to use in the house. Ruth Urell indicated they are as long as there are no pets in the house.

Gina Snyder noted that there is going to be a report on deer feeding stations and the Town might want to consider these in the future.

Dave Mancuso noted that $\frac{3}{4}$ of Lyme disease is contracted on private property. He noted that RCTV will be playing a special on this.

Town Forest Committee – Public Works Director Jeff Zager noted that the committee has been meeting diligently over the past few months.

Rick Wetzler, Chairman of the Town Forest Committee noted that public meetings were held, they did surveys and had presentations. He noted the guidelines minimize future conflicts and will protect the Town jewel.

John Arena asked if the Boy Scouts and dog walkers have approved and it was noted they attended the meetings and had no objections. John Arena indicated they might want to allow for removal of plants that we don't want. He also suggested defining "work" in #2 and the committee may want to rephrase #7 and #17 because one says it is closed to vehicles and the other says to follow designated roads.

Marsie West suggested adding wording regarding harvesting of trees in #4 to make it clear.

The Board thanked the committee for all of its hard work.

Review Regionalization – School Nutrition Director – Assistant Superintendent of Schools Mary Delai noted that we participated this past year. It was a pilot program with Wakefield and was an incredible success. They saw the same excellent performance and she recommends extending the agreement for three years.

A motion by Ensminger seconded by Sexton to approve the Inter-Municipal Agreement (attached to these minutes) between Reading Public Schools and Wakefield Public Schools as described until June 30, 2017 was approved on a roll call vote with all five members voting in the affirmative.

Assessors – The Town Manager noted that the agreement with Wakefield for Assessing is good until December and working out very well.

Community Services – The Town Manager noted that Health Director Ruth Urell will be coming in for a one year extension. Other communities are looking at joining our regional housing. Regionalizing Dispatch offers very little for Reading. There is a lot of inter-local sharing of mutual aid with DPW, Police and Fire. Reading treats its elders very good but we need to be more organized in how we provide social services.

John Arena asked if all of the agreements are three years and the Town Manager indicated some but not all and mentioned that if they are more than three years then they need Town Meeting approval.

The Town Manager noted that Melrose and Wilmington are possibilities for Veterans services.

Approve Outdoor Dining for D'Amici's Bakery, 614 Main Street – John Arena noted he did a site visit with the Town Manager, Assistant Town Manager, Town Engineer and Police Chief.

The Town Manager noted the proposal is fine and the approval will be good for one year.

A motion by Ensminger seconded by Sexton that the Board of Selectmen approve the issuance of a license for the use of the public sidewalk in front of D'Amici's Bakery at 614 Main Street for outdoor dining, pursuant to Section 3.10 –Licenses for Utilizing Public Sidewalks for Outdoor Dining of the Selectmen's policies and in accordance with the application filed May 6, 2014. The license is valid through October 31, 2014, and is subject to the following conditions:

1. **The exact plans showing the location of the tables will be reviewed and approved by the Assistant Town Manager. Umbrellas are not included in this request.**
2. **Table, chairs and rubbish barrels will not be permitted to be located on the brick paved areas.**
3. **The licensee shall provide, maintain, and empty as needed, outdoor trash receptacles during the times that the licensed premises are open for business. All trash receptacles shall be covered and trash removed nightly. The location of rubbish (and recycling if appropriate) bins and an operations plan shall be approved by the Public Health Administrator, and the locations of bins shall be shown on the plan.**
4. **The licensee shall be responsible for keeping the portion of the sidewalk subject to an Outdoor Dining License clean and free of dirt, dust, and other debris from In addition, the Outdoor Dining Licensee shall be responsible for preventing and/or cleaning up litter from the licensed establishment in areas abutting the licensed premises.**
5. **Outdoor dining areas shall be considered as part of the restaurant and shall comply with Board of Health Regulations. In addition to any other requirements, smoking is prohibited in seasonal outdoor dining areas per Board of Health regulations.**
6. **Furniture and trash receptacles shall be supplied by the applicant and shall be maintained in a safe and sanitary manner by the applicant. All furniture and trash receptacles must be removed at the end of each season.**
7. **In no event shall the placement of outdoor dining furniture, or perimeter barriers create a pedestrian or wheelchair passage along the public sidewalk of less than four feet in width.**
8. **Outdoor food preparation shall not be allowed.**

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9. The Outdoor Dining License shall be considered annually and every license shall expire on December 31 of each year, subject to renewal. No facilities or furniture shall be placed on the sidewalk as part of the license except for the period between April 15 and October 31 of each year.
10. Within the period from April 15 to October 31, upon notification from the Department of Public Works or from Public Safety personnel that weather conditions or work to be performed on the property of the Town requires removal of the outdoor dining furniture, the applicant shall immediately remove all of its property associated with the Outdoor Dining License from the public property.
11. The owner and operator of the restaurant shall sign a License Agreement and shall provide a required Certificate of Insurance before issuance of the License and before commencement of any activities under the License.
12. The Licensee has provided evidence of insurance as required by the Town Manager and by State Statute. Such insurance shall cover the use of all equipment related to the premises related to the Outdoor Dining License. The Comprehensive General Liability Policy shall insure against all claims and demands for bodily injury and property damage with respect to the sidewalk dining facilities and services, and the Town shall be named as an “additional insured” in all policies of such insurance.
13. The Licensee (and their heirs, successors and assigns in interest) hereby hold harmless, defend and indemnify the Town of Reading and its employees and agents from any responsibility, liability and claims arising out of or related to the operations under the Outdoor Dining License.
14. The Licensee shall comply with all applicable laws (including the sign portions of the Zoning by-laws), rules, regulations, and conditions of other licenses and permits.

The motion was approved on a roll call vote with all five members voting in the affirmative.

Approve Outdoor Dining for Orange Leaf, 610 Main Street - John Arena noted he did a site visit with the Town Manager, Assistant Town Manager, Town Engineer and Police Chief.

The Town Manager noted the proposal is fine and the approval will be good for one year.

Kevin Sexton noted that the bench deviates from the downtown design and the Town Manager indicated they will choose something that is similar to what is downtown now.

A motion by Ensminger seconded by Halsey that the Board of Selectmen approve the issuance of a license for the use of the public sidewalk in front of Orange Leaf, at 610 Main Street for outdoor dining, pursuant to Section 3.10 –Licenses for Utilizing Public Sidewalks for Outdoor Dining of the Selectmen’s policies and in accordance with the application filed May 6, 2014. The license is valid through October 31, 2014, and is subject to the following conditions:

1. The exact plans showing the location of the bench will be reviewed and approved by the Assistant Town Manager.
2. Table, chairs and rubbish barrels will not be permitted to be located on the brick paved areas.
3. The licensee shall provide, maintain, and empty as needed, outdoor trash receptacles during the times that the licensed premises are open for business. All trash receptacles shall be covered and trash removed nightly. The location of rubbish (and recycling if appropriate) bins and an operations plan shall be approved by the Public Health Administrator, and the locations of bins shall be shown on the plan.

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4. The licensee shall be responsible for keeping the portion of the sidewalk subject to an Outdoor Dining License clean and free of dirt, dust, and other debris from In addition, the Outdoor Dining Licensee shall be responsible for preventing and/or cleaning up litter from the licensed establishment in areas abutting the licensed premises.
5. Outdoor dining areas shall be considered as part of the restaurant and shall comply with Board of Health Regulations. In addition to any other requirements, smoking is prohibited in seasonal outdoor dining areas per Board of Health regulations.
6. Furniture and trash receptacles shall be supplied by the applicant and shall be maintained in a safe and sanitary manner by the applicant. All furniture and trash receptacles must be removed at the end of each season.
7. In no event shall the placement of outdoor dining furniture, or perimeter barriers create a pedestrian or wheelchair passage along the public sidewalk of less than four feet in width.
8. Outdoor food preparation shall not be allowed.
9. The Outdoor Dining License shall be considered annually and every license shall expire on December 31 of each year, subject to renewal. No facilities or furniture shall be placed on the sidewalk as part of the license except for the period between April 15 and October 31 of each year.
10. Within the period from April 15 to October 31, upon notification from the Department of Public Works or from Public Safety personnel that weather conditions or work to be performed on the property of the Town requires removal of the outdoor dining furniture, the applicant shall immediately remove all of its property associated with the Outdoor Dining License from the public property.
11. The owner and operator of the restaurant shall sign a License Agreement and shall provide a required Certificate of Insurance before issuance of the License and before commencement of any activities under the License.
12. The Licensee has provided evidence of insurance as required by the Town Manager and by State Statute. Such insurance shall cover the use of all equipment related to the premises related to the Outdoor Dining License. The Comprehensive General Liability Policy shall insure against all claims and demands for bodily injury and property damage with respect to the sidewalk dining facilities and services, and the Town shall be named as an “additional insured” in all policies of such insurance.
13. The Licensee (and their heirs, successors and assigns in interest) hereby hold harmless, defend and indemnify the Town of Reading and its employees and agents from any responsibility, liability and claims arising out of or related to the operations under the Outdoor Dining License.
14. The Licensee shall comply with all applicable laws (including the sign portions of the Zoning by-laws), rules, regulations, and conditions of other licenses and permits.

The motion was approved on a roll call vote with all five members voting in the affirmative.

Discuss Selectmen’s Policy on Bring Your Own Booze (BYOB) – The Town Manager noted that an attorney in Town asked the Board of Selectmen’s position on this. Years ago the Selectmen were against this because it can’t be enforced, there is no oversight and no TIPS training.

Daniel Ensminger noted that he personally would not approve of BYOB.

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John Halsey indicated he received a call from an attorney indicating a craft business (not a restaurant) was interested in this. It's a different idea for a business and it strikes him as something to listen to.

John Arena indicated there could be unexpected consequences from this.

The Town Manager noted that in Reading, food goes with alcohol. The business that the attorney is speaking about is open to the public not a private event. The Board created a license for Paint and Sip to allow with food. One day liquor licenses can also be granted for events.

Liquor Junction Request for Extension of Deadline to Fully Perform – The Town Manager noted that construction was delayed but moving along now. John Arena noted they are looking for a one month extension.

A motion by Ensminger seconded by Sexton that the Board of Selectmen extend the time to fully perform to June 27, 2014 for Kajal and Kevin LLC d/b/a Liquor Junction at One General Way was approved on a roll call vote with all five members voting in the affirmative.

Discuss Friends and Family Day 6-14, 11 am to 3 pm – The Town Manager noted that the Selectmen can think about what they want.

Daniel Ensminger indicated he is available later in the afternoon.

Approval of Minutes

A motion by Ensminger seconded by Sexton to approve the minutes of April 15, 2014 was approved on a roll call vote with all five members voting in the affirmative.

A motion by Ensminger seconded by Sexton to approve the minutes of May 13, 2014 as amended was approved on a roll call vote with Ensminger, Halsey, Sexton and West voting in the affirmative and Arena abstaining.

A motion by Ensminger seconded by Halsey that the Board of Selectmen go into Executive Session to consider the purchase, exchange, lease or value of real property, and that the chair declares that an open meeting may have a detrimental effect on the negotiating position of the body and not to reconvene in Open Session was approved on a roll call vote with all five members voting in the affirmative.

Respectfully submitted,

Secretary

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THE COMMONWEALTH OF MASSACHUSETTS

Number: 2014-6

Fee: \$50.00

TOWN OF READING

This is to certify that DARIO MORELLI, 292 GROVE STREET, READING

IS HEREBY GRANTED
A SPECIAL ONE-DAY LICENSE

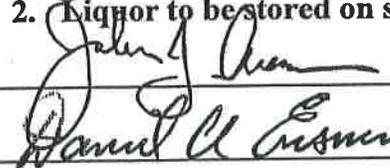
FOR THE SALE OF BEER AND WINE
TO BE SERVED ON THE PREMISES
FOR THE MEADOW BROOK GOLF CLUB
MEMBERS ONLY CLAMBAKE
TO BE HELD ON JUNE 28, 2014
ON THE POOL DECK AND ADJACENT LAWN AREA
AT 292 GROVE STREET
BETWEEN THE HOURS OF 11:00 A.M. TO 6:00 P.M.

Under Chapter 138, Section 14, of the Liquor Control Act.

Holders of one day licenses shall provide a bartender and/or servers who are trained and authorized to make decisions regarding continued service of alcoholic beverages to attendees. There shall be no self service of any alcoholic beverage at any event approved as a one day license.

This permission is granted in conformity with the Statutes and Ordinances relating thereto and expires at 6:01 p.m. on June 28, 2014 unless suspended or revoked subject to the following conditions:

1. Liquor to be purchased from authorized distributor.
2. Liquor to be stored on site only before and after event.



Daniel A. Esmerigo




Daniel J. Grant
R. Babney

Date Issued: June 5, 2014

7a



THE COMMONWEALTH OF MASSACHUSETTS

Number: 2014-5

Fee: \$50.00

TOWN OF READING

This is to certify that DARIO MORELLI, 292 GROVE STREET, READING

IS HEREBY GRANTED
A SPECIAL ONE-DAY LICENSE

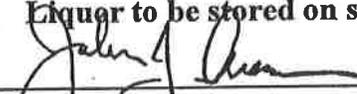
FOR THE SALE OF ALL ALCOHOL
TO BE SERVED ON THE PREMISES
FOR THE ANNUAL MEADOWBROOK
3 DAY GOLF TOURNAMENT
TO BE HELD FROM JULY 11 - 13, 2014
ON THE MEADOWBROOK GOLF COURSE
AT 292 GROVE STREET
BETWEEN THE HOURS OF 8:00 A.M. TO 4:00 P.M.

Under Chapter 138, Section 14, of the Liquor Control Act.

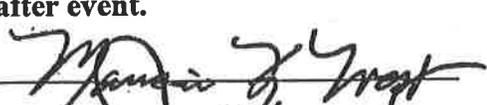
Holders of one day licenses shall provide a bartender and/or servers who are trained and authorized to make decisions regarding continued service of alcoholic beverages to attendees. There shall be no self service of any alcoholic beverage at any event approved as a one day license.

This permission is granted in conformity with the Statutes and Ordinances relating thereto and expires at 4:01 p.m. on July 13, 2014 unless suspended or revoked subject to the following conditions:

1. Liquor to be purchased from authorized distributor.
2. Liquor to be stored on site only before and after event.









Date Issued: June 5, 2014

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4/c BOS

Schena, Paula

From: LeLacheur, Bob
Sent: Wednesday, June 04, 2014 2:05 PM
To: Schena, Paula
Subject: FW: Request to participate in a municipal coalition regarding Tennessee Pipeline
Attachments: 20140604132348856.pdf

The implementation of this pipeline project has changed so that it is now proposed through North Reading and much closer to Reading.

Please include this email & attachment in the BOS packet.

Robert W. LeLacheur, Jr. CFA

Town Manager

Town of Reading

16 Lowell Street

Reading, MA 01867

townmanager@ci.reading.ma.us

(P) 781-942-9043

(F) 781-942-9037

www.readingma.gov

Please fill out our brief customer service survey at:

<http://readingma-survey.virtualtownhall.net/survey/sid/ff5d3a5f03e8eb60/>

Town Hall Hours:

Monday, Wednesday and Thursday: 7:30 a.m - 5:30 p.m.

Tuesday: 7:30 a.m. - 7:00 p.m.

Friday: CLOSED

From: John Moak [<mailto:jmoak@town.pepperell.ma.us>]

Sent: Wednesday, June 04, 2014 1:46 PM

To: 'Andy Sheehan'; 'Danice Palumbo'; 'Dennis Piendak'; 'Dunstable Selectboard'; 'Greg Balukonis'; 'Helen Chambers, Exec. Assistant'; 'Jeffrey Hull, Town Manager'; 'Mark Haddad'; 'Michael P. Gilleberto'; 'Robert Hanson'; 'Town Manager

Subject: Request to participate in a municipal coalition regarding Tennessee Pipeline

Enclosed is a request from the Town of Pepperell Board of Selectmen to participate in a municipal coalition to foster the position of our communities interest in the Tennessee Gas Pipeline proposal.

John Moak

Pepperell Town Administrator

gal



TOWN OF PEPPERELL

BOARD OF SELECTMEN

June 3, 2014

To: Fellow Municipal Administrators

From: John Moak, Town Administrator

RE: Tennessee Gas Pipeline Coalition of Municipalities

I have been designated by the Town of Pepperell Board of Selectmen to correspond to you and your Board of Selectmen or Council regarding the formation of a Middlesex County Coalition of Municipalities in opposition to the Tennessee Gas Pipeline as it has been presented to the communities and the private property owners. As is the case with the Town of Pepperell, you may have experienced similar expressions of opposition to this project from your community.

The Pepperell Board of Selectmen ("Board") have been investigating means in which to support the citizen opposition to the proposed northeast extension of the Tennessee Gas Pipeline. The Board is strongly committed to supporting actions that will secure the property values of our residents and prevent the compromising of conservation land and natural resources which appears to be inevitable in this current proposal.

The Board feels that the best way for communities to effectively oppose the proposed gas pipeline is to unite as a coalition to support the public interest in this matter.

The Board proposes to form a Middlesex Coalition of Municipalities to address this issue, and asks that you confer with your elected bodies to ascertain if your community would be interested in the formation of such a coalition. We believe that strength comes from a united group and would be pleased to work with our constituents on this issue impacting our municipalities. The formation or participation in such a coalition is not intended to replace specific efforts by individual communities, but rather, is intended to serve as a forum for the efficient and expeditious exchange of information and ideas, and to ensure that all the communities are receiving and acting on a consistent set of facts and actions.

The formation of such a coalition would have to take place in a relatively expedited period of time. It would be best to have this coalition formed by July 1, 2014.

1 Main Street, Pepperell, MA 01463
(978) 433-0333 FAX: (978) 433-0335

gar

Our thought would be to form the coalition of Middlesex County Municipalities affected by the proposed gas pipeline. The coalition would be made up of one person from the elected municipal governing body and the top management person in the community. Each municipality would have one vote on formal actions, but other staff members are welcome to attend the meetings as support. We would need to meet at least once a month and the meetings should be scheduled during work hours if possible. The coalition would meet as soon as July 1, 2014 with those municipalities who have agreed to participate and a mission statement and organizational structure would be established. This coalition would also communicate with other groups of municipalities who have formed for a similar purpose; there may be a formal schedule of meetings to accomplish this.

Please contact this office by June 27, 2014 if your community would be interested in furthering this coalition. The first meeting of this Coalition would be July 1, 2014 (we know this is close to July 4th holiday, the holiday will push an organizational meeting out at least another week if we do not meet on July 1st). We propose a 10AM start time with a 2 hour limit for this first meeting, location to be announced once we have received commitments.

The Pepperell Board of Selectmen thank you for your consideration of this matter, and are open to suggestions of additional or alternative means to unite to work toward a successful resolve to this issue.

jmoak@town.pepperell.ma.us

selectmen@town.pepperell.ma.us

978-433-0333

Board of Selectmen

Town Hall

One Main Street

Pepperell, MA 01463

Towns contacted:

Ashby

Lowell

Dracut

North Reading

Dunstable

Pepperell

Groton

Reading

Tewksbury

Townsend

Tyngsborough

Wilmington

903

4/10/15

Schena, Paula

From: LeLacheur, Bob
Sent: Wednesday, June 04, 2014 4:25 PM
To: Schena, Paula
Subject: FW: From: Jeff Everson - Street Repair

For BOS packet

From: Jeffrey Everson [<mailto:jeff@jheversonconsulting.com>]
Sent: Wednesday, June 04, 2014 4:16 PM
To: Town Manager
Subject: From: Jeff Everson - Street Repair

Hi Bob,

Thank you very much for the timely repavement of my street. In fact, that work has just finished. It was also a fun time for the neighbor kids, who were impressed with the hefty equipment. Attached are a few photos that show the repavement process.

Also included is a photo of a 2,000 year old Roman aqueduct that I took while in southern France several days ago. You might want to use this bit of ancient infrastructure as a benchmark for future town projects that stand the test of time.

Best,

Jeff Everson
21 Pine Ridge Circle
Reading, MA 01867

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