



Town of Reading Meeting Posting with Agenda

RECEIVED
TOWN CLERK
READING, MASS.

2015 JUN 18 P 1:52

Board - Committee - Commission - Council:

Board of Selectmen

Date: 2015-06-23

Time: 7:00 PM

Building: Reading Town Hall

Location: Selectmen Meeting Room

Address: 16 Lowell Street

Purpose: General Business

Meeting Called By: Paula Schena on behalf of Chairman Daniel Ensminger

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:

- 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**
- 4) **Personnel & Appointments**
- 5) **Discussion/Action Items**
 - a. Approve Sale of BANS 7:20
 - b. Approve Regional Health Agreement with Melrose (Senior Health Inspector) 7:25
 - c. Hearing – Approve FY16 Non-Union Classification and Compensation Plans 7:30
 - d. RCTV Members Report 7:40
 - e. Appointments of Board, Committee and Commissions 8:00
 - f. Hearing – Transfer of Liquor License from Athens Liquor Inc. to Raksha Inc. d/b/a Square Liquors, 13 High Street 8:30
 - g. Review Board/Committees due to Sunset 9:00
 - h. Town Manager Evaluation Process 9:30
- 6) **Approval of Minutes**
 - a. May 19, 2015
 - b. June 2, 2015
 - c. June 3, 2015



Town of Reading Meeting Posting with Agenda

- 7) **Licenses, Permits and Approvals**
 - a. Common Victualler's License issued to Huang Kitchen, 672 Main Street
- 8) **Executive Session**
 - a. Approval of Minutes
– June 2, 2015
- 9) **Correspondence**
 - copy a. Correspondence from Lyn Whyte, Executive Director of Reading Housing Authority re: Karen Flammia's resignation from the Housing Authority
 - copy b. Email from Jill Reddish at FiOS re: change in programming
 - copy c. Email from Jill Reddish at FiOS re: fee increases
 - copy d. Email from MMA re: Northhampton Regional Meeting Rescheduled
 - copy e. Email from Linda Snow Dockser re: North Shore Pride Lunch and Learn/HRC Municipal Equality Index

	October 20, 2015		
	November 3, 2015		
Office Hour			6:30
	Town Meeting November 9, 2015	Monday	
	Town Meeting November 12, 2015	Thursday	
	Town Meeting November 16, 2015	Monday	
	November 17, 2015		
	Liquor License Renewals		
	December 1, 2015		
Office Hour			6:30
	December 15, 2015		
	Approve Licenses - non-alcohol		
Future Agendas			
	Joint Meeting with RMLD Commissioners		
	Joint Meeting with School Committee		
	Multi Board/Committee Summit		
	Reading 2020 Community Meeting		
	Downtown Parking		
	Strout Avenue Master Plan		
Recurring Items			
	Close 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		as needed
	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 17, 2015
RE: June 23rd Agenda

First on the agenda is approving a sale of Bond Anticipation Notes. We sold \$2.365 million at a net interest cost of 0.46% for a one year maturity to Century Bank. That total consists of \$665,000 Water main projects, \$1,200,000 modular classrooms and \$500,000 RMHS retaining wall repairs. These three projects need funding prior to June 30th, which may not be done through internal borrowing. In contrast the Birch Meadow field lighting project does not require any expenses before June 30th, so we will internally finance that during fiscal 2016. In June 2016 we will issue permanent debt for all of these projects, plus remaining debt for the library projects and anything else approved by Town Meeting.

Next is a request to approve a Regional Health Agreement with Melrose. As was discussed during the FY16 budget process, next year we are sharing 20% of a Senior Health Inspector who will assist with Plan Reviews. A draft agreement is in your packet and will be presented to Melrose City Council for approval on Monday June 22nd. If there are any changes (none are expected) the Board will see those at your meeting.

Three members of the RCTV Board of Directors will be in to give a progress report. The School Committee appointed John Carpenter, and the Board of Selectmen appointed Kevin Walsh and Steve Goldy. I have attached a financial summary I prepared a year or more ago as a rough overview of their operations. Dr. John Doherty and I met with the RCTV Board in January 2014 and shared our concerns about service and other items. At that time the RCTV Board agreed to prepare a draft survey for the community and expected it to be ready in a month or so. Individual members have expressed to me that a draft was finally ready last winter and that it would be forthcoming from RCVT staff. I have only received a draft from Steve Goldy a couple of months ago and no communication from RCTV staff on this situation.

The VASC met earlier in the week to consider volunteer applications, and interviewed some very strong candidates. Some folks that could not or did not attend may cause the VASC recommendations to be incomplete, but we can certainly add this to your July meeting agenda as needed. I am especially pleased at the two applicants for the Board of Health, having worked closely with that group over the past year along with John Halsey.

We have a liquor license transfer request in front of the Board. Public Safety has reviewed the request and do not have any concerns. Note that the new applicant owns another liquor store in town that has recently been in front of the board for selling to minor violations, but since has had a clean record.

The Board will then take up the possible sunset issue with five committees: Climate Advisory Committee; Economic Development Committee; Fall Street Faire Committee; Human Relations Advisory

Committee; and Trails Committee. Each group was in at a prior Selectmen's meeting to make comments and suggestions, and some material was submitted in writing. I have not received additional comments since that time.

Finally Chairman Ensminger will lead a discussion on the Town Manager review process. Last year the Board thought to devise a broader evaluation tool in addition to the goals. I am happy to assist the Board in this effort, and try not to act like the fox in the hen house while doing so 😊.

The next meeting is July 21st when I expect a full discussion on FY15 and FY16 goals. Does the Board wish to meet on a Saturday before that date?

MUNICIPAL PURPOSE LOAN

Town of Reading, Massachusetts

\$2,365,000 General Obligation Bond Anticipation Notes

Sale Date: 6/17/2015
 Dated Date: 6/29/2015
 Delivery Date: 6/29/2015
 Due Date: 6/29/2016
 Bank Qualification: No



<u>Purpose</u>	<u>Vote Date(s)</u>	<u>Reference</u>	<u>Article Number</u>	<u>Amount Authorized</u>	<u>Previous Issues</u>	<u>Bonds, Grants, and/or Paydowns</u>	<u>Renewal This Issue</u>	<u>New This Issue</u>	<u>Total This Issue</u>	<u>Balance Unissued</u>	<u>Original Issue Date</u>	<u>Prorata Interest</u>	<u>Prorata Premium</u>
Water	4/22/2013	Ch. 44, s. 8	16	\$6,125,000	\$0	\$4,012,000	\$0	\$665,000	\$665,000	\$1,448,000	6/29/2015	\$4,987.50	\$1,928.84
Elementary School Modular Classrooms	2/23/2015 & 4/27/2015	Ch. 44, s. 7(9)	6 & 5	\$1,200,000	\$0	\$0	\$0	\$1,200,000	\$1,200,000	\$0	6/29/2015	\$9,000.00	\$3,480.25
Reading Memorial High School Retaining Wall Repairs	4/27/2015	Ch. 44, s. 7(7)	6	\$500,000	\$0	\$0	\$0	\$500,000	\$500,000	\$0	6/29/2015	\$3,750.00	\$1,450.11
Totals				\$7,825,000	\$0	\$4,012,000	\$0	\$2,365,000	\$2,365,000	\$1,448,000		\$17,737.50	\$6,859.00

501

Town of Reading, Massachusetts

\$2,365,000 General Obligation Bond Anticipation Notes



Sale Date: 6/17/2015
Dated Date: 6/29/2015
Delivery Date: 6/29/2015
Due Date: 6/29/2016
Days Per Year: 360
Day Count: 360
Bank Qualified: No
Rating: None

Bidder	Principal	Coupon Rate	Premium	Interest	Net Interest	NIC	Prorata Premium	Prorata Interest	Award	Reoffering Yield
Century Bank	\$2,365,000	0.75%	\$6,859.00	\$17,737.50	\$10,878.50	0.4600%	\$6,859.00	\$17,737.50	\$2,365,000	
Eastern Bank	\$2,365,000	1.25%	\$18,588.90	\$29,562.50	\$10,973.60	0.4640%				
Jefferies LLC	\$2,365,000	2.00%	\$35,737.00	\$47,300.00	\$11,563.00	0.4889%				
TD Securities	\$2,365,000	1.50%	\$22,349.25	\$35,475.00	\$13,125.75	0.5550%				
Award Totals							\$6,859.00	\$17,737.50	\$2,365,000	

Weighted Average Net Interest Cost: 0.4600%

5a2

Certificate of Award

I, the Treasurer of the Town of Reading, Massachusetts, hereby award the \$2,365,000 General Obligation Bond Anticipation Notes dated June 29, 2015 (the "Notes") to the bidder or bidders submitting the bid or bids attached hereto in accordance with the terms set forth in the attached bid or bids and in the Notice of Sale dated June 5, 2015, relating to the Notes, subject to the approval of this award by the Board of Selectmen.

Date: June 17, 2015

Treasurer

503

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 _____, 2015 ("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 certain expenses and costs associated with the incumbent Melrose Senior Health Inspector; 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 Senior Health Inspector Services. During the Term of this Agreement, Reading and Melrose shall share costs associated with limited services to be provided by the Melrose Senior Health Inspector. Specifically, the parties shall share the services and related expenses of the Melrose Senior Health Inspector in connection with restaurant plan reviews.

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 July 1, 2015 and shall expire on June 30, 2016, unless earlier terminated as set forth herein. On or before January, 2016, 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 Senior Health Inspector. The parties shall share costs associated with limited services to be provided by the incumbent Melrose Senior Health Inspector, Jennifer Keough, or a successor hired by the City of Melrose through the standard personnel practice of Melrose.

4. Compensation. Melrose shall pay the salary and benefits of the Senior Health Inspector. 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 position as it may be required to do in accordance with any collective bargaining agreements and standard personnel practices which impact upon the Senior Health Inspector, 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 the Senior Health Inspector 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 its share of such amount to the extent that the retroactive pay period includes any part of the term hereof.

For Fiscal Year 2016, the compensation paid by Reading to Melrose for the Senior Health Inspector shall be in accordance with Exhibit A attached hereto.

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

6. Retirement and Workers Compensation Benefits. The Senior Health Inspector shall remain a member of the Melrose Contributory Retirement System. Upon the incumbent's retirement, Reading will be assessed a share of the cost of pension plans reflecting any concurrent time the Senior Health Inspector 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 Senior Health Inspector, such reimbursement to be equal to the product of Reading's contribution to the Senior Health Inspector's salary during such year multiplied by the rate paid by Melrose for workers' compensation insurance for the Senior Health Inspector for such year. Reading shall also reimburse Melrose for its health insurance, life insurance, and Medicare, costs associated with the Senior Health Inspector, said reimbursement to be equal to the proportion of Reading's contribution to the Senior Health Inspector's salary.

7. Mileage Reimbursement. The Senior Health Inspector 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 under the policies and at the rate then governing in the community receiving said services.

8. Indemnification. Melrose shall hold Reading harmless from any and all claims related to employment or employee benefits, collectively bargained or otherwise, made by the Senior Health Inspector 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 Senior Health Inspector of her 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 Senior Health Inspector 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 Senior Health Inspector of her 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 Senior Health Inspector 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 Senior Health Inspector. By entering into this Agreement, neither of the parties has waived any governmental immunity or limitation of damages which may be extended to them by operation of law.

9. Termination. This Agreement may be terminated by either party for any reason or no reason on one hundred and eighty (180) 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.

10. 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.

11. 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.

12. 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.

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

14. 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.

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

16. 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

563

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.

17. 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.

18. 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 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

565

Appendix A

Compensation Summary for FY16

(to be inserted by the Cit of Melrose)

LEGAL NOTICE



TOWN OF READING

To the Inhabitants of the
Town of Reading:

Please take notice that the Board of Selectmen of the Town of Reading will hold a public hearing on June 23, 2015 at 7:30 p.m. in the Selectmen's Meeting Room, 16 Lowell Street, Reading, Massachusetts on approval of the FY16 Non Union Compensation and Classification Plans.

A copy of the proposed document regarding this topic is available in the Town Manager's office, 16 Lowell Street, Reading, MA, M-W-Thurs from 7:30 a.m. - 5:30 p.m., Tues from 7:30 a.m. - 7:00 p.m. and is attached to the hearing notice on the website at www.readingma.gov

All interested parties are invited to attend the hearing, or may submit their comments in writing or by email prior to 6:00 p.m. on June 23, 2015 to townmanager@ci.reading.ma.us

By order of
Robert W. LeLacheur
Town Manager

6.16.15

501

FY 2016 TOWN OF READING CLASSIFICATION PLAN effective July 1, 2015

Schedule A-1

A	Parking Enforcement Officer	Van Driver							
B	Clerk	Library Associate							
C	Administrative Secretary	Senior Library Associate							
D	Administrative Assistant	Animal Control Officer	Community Outreach Program Coordinator (RCASA)	RCASA Youth Coordinator	Senior Center Coordinator				
E	Assistant Collector	Assistant Town Clerk	Assistant Treasurer	Business Analyst	Case Manager	Computer Technician	Librarian	Office Manager/Public Services	RCASA Outreach Coordinator
	Recreation Program Coordinator	Regional Housing Services Coordinator	Senior Administrative Assistant	Social Worker	Zoning Enforcement Inspector				
F	Assistant Appraiser	Assistant Building Inspector	Health Inspector	Plumbing/Gas Inspector	Veteran's Service Officer	Wiring Inspector			
G	Conservation Administrator	Head Public Safety Dispatcher	Library Children's Services Division Head	Library Circulation Division Head	Library Information Services Division Head	Library Technical Services Division Head	Nurse Advocate	Public Health Nurse	Senior Computer Technician
	Water Supply Coordinator								
H	Elder/Human Services Administrator	Executive Assistant	GIS Administrator						
I	Assistant Library Director	*DPW Forestry, Park & Cemetery Supervisor	*DPW Highway/Equipment Supervisor	DPW Water-Distribution Supervisor	*DPW Water/Sewer Supervisor	RCASA Director	Health Agent	Town Clerk	
J	Appraiser	Building Inspector	Business Administrator	Community Development Director	Community Services Director	Human Resources Director	Treasurer-Collector/Assistant Finance Director		
K	Assistant DPW Director	Assistant Fire Chief	Deputy Police Chief	Technology Director	*Town Engineer				
L	Administrative Services Director	Library Director	Town Accountant/Finance Director						
M	Assistant Town Manager	DPW Director	Fire Chief	Police Chief					

502

DRAFT FY2016 TOWN OF READING COMPENSATION PLAN

Schedule B-1

REQUEST

(1.5% increase over FY15)

ANNUAL (based on a 37.5 hr workweek)

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12
A	\$ 31,259	\$ 31,884	\$ 32,521	\$ 33,172	\$ 33,835	\$ 34,512	\$ 35,202	\$ 35,906	\$ 36,624	\$ 37,357	\$ 38,104	\$ 38,866
B	\$ 34,384	\$ 35,072	\$ 35,773	\$ 36,489	\$ 37,219	\$ 37,963	\$ 38,722	\$ 39,497	\$ 40,287	\$ 41,092	\$ 41,914	\$ 42,753
C	\$ 37,823	\$ 38,579	\$ 39,351	\$ 40,138	\$ 40,941	\$ 41,759	\$ 42,595	\$ 43,446	\$ 44,315	\$ 45,202	\$ 46,106	\$ 47,028
D	\$ 41,605	\$ 42,437	\$ 43,286	\$ 44,152	\$ 45,035	\$ 45,935	\$ 46,854	\$ 47,791	\$ 48,747	\$ 49,722	\$ 50,716	\$ 51,731
E	\$ 45,766	\$ 46,681	\$ 47,614	\$ 48,567	\$ 49,538	\$ 50,529	\$ 51,539	\$ 52,570	\$ 53,622	\$ 54,694	\$ 55,788	\$ 56,904
F	\$ 50,342	\$ 51,349	\$ 52,376	\$ 53,423	\$ 54,492	\$ 55,582	\$ 56,693	\$ 57,827	\$ 58,984	\$ 60,164	\$ 61,367	\$ 62,594
G	\$ 55,376	\$ 56,484	\$ 57,614	\$ 58,766	\$ 59,941	\$ 61,140	\$ 62,363	\$ 63,610	\$ 64,882	\$ 66,180	\$ 67,503	\$ 68,854
H	\$ 60,914	\$ 62,132	\$ 63,375	\$ 64,642	\$ 65,935	\$ 67,254	\$ 68,599	\$ 69,971	\$ 71,370	\$ 72,798	\$ 74,254	\$ 75,739
I	\$ 67,005	\$ 68,345	\$ 69,712	\$ 71,107	\$ 72,529	\$ 73,979	\$ 75,459	\$ 76,968	\$ 78,507	\$ 80,078	\$ 81,679	\$ 83,313
J	\$ 73,706	\$ 75,180	\$ 76,684	\$ 78,217	\$ 79,782	\$ 81,377	\$ 83,005	\$ 84,665	\$ 86,358	\$ 88,085	\$ 89,847	\$ 91,644
K	\$ 81,076	\$ 82,698	\$ 84,352	\$ 86,039	\$ 87,760	\$ 89,515	\$ 91,305	\$ 93,131	\$ 94,994	\$ 96,894	\$ 98,832	\$ 100,808
L	\$ 89,184	\$ 90,968	\$ 92,787	\$ 94,643	\$ 96,536	\$ 98,467	\$ 100,436	\$ 102,445	\$ 104,493	\$ 106,583	\$ 108,715	\$ 110,889
M	\$ 98,103	\$ 100,065	\$ 102,066	\$ 104,107	\$ 106,189	\$ 108,313	\$ 110,479	\$ 112,689	\$ 114,943	\$ 117,242	\$ 119,586	\$ 121,978

HOURLY

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12
A	16.03	16.35	16.68	17.01	17.35	17.70	18.05	18.41	18.78	19.16	19.54	19.93
B	17.63	17.99	18.35	18.71	19.09	19.47	19.86	20.25	20.66	21.07	21.49	21.92
C	19.40	19.78	20.18	20.58	21.00	21.42	21.84	22.28	22.73	23.18	23.64	24.12
D	21.34	21.76	22.20	22.64	23.09	23.56	24.03	24.51	25.00	25.50	26.01	26.53
E	23.47	23.94	24.42	24.91	25.40	25.91	26.43	26.96	27.50	28.05	28.61	29.18
F	25.82	26.33	26.86	27.40	27.94	28.50	29.07	29.66	30.25	30.85	31.47	32.10
G	28.40	28.97	29.55	30.14	30.74	31.35	31.98	32.62	33.27	33.94	34.62	35.31
H	31.24	31.86	32.50	33.15	33.81	34.49	35.18	35.88	36.60	37.33	38.08	38.84
I	34.36	35.05	35.75	36.46	37.19	37.94	38.70	39.47	40.26	41.07	41.89	42.72
J	37.80	38.55	39.32	40.11	40.91	41.73	42.57	43.42	44.29	45.17	46.08	47.00
K	41.58	42.41	43.26	44.12	45.01	45.91	46.82	47.76	48.71	49.69	50.68	51.70
L	45.74	46.65	47.58	48.53	49.51	50.50	51.51	52.54	53.59	54.66	55.75	56.87
M	50.31	51.32	52.34	53.39	54.46	55.55	56.66	57.79	58.95	60.12	61.33	62.55

FY16 - based on hours = 1,968.0

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12
A	\$ 31,547	\$ 32,178	\$ 32,822	\$ 33,478	\$ 34,148	\$ 34,830	\$ 35,527	\$ 36,238	\$ 36,962	\$ 37,702	\$ 38,456	\$ 39,225
B	\$ 34,702	\$ 35,396	\$ 36,104	\$ 36,826	\$ 37,562	\$ 38,314	\$ 39,080	\$ 39,861	\$ 40,659	\$ 41,472	\$ 42,301	\$ 43,147
C	\$ 38,172	\$ 38,935	\$ 39,714	\$ 40,508	\$ 41,319	\$ 42,145	\$ 42,988	\$ 43,848	\$ 44,724	\$ 45,619	\$ 46,531	\$ 47,462
D	\$ 41,989	\$ 42,829	\$ 43,685	\$ 44,559	\$ 45,450	\$ 46,359	\$ 47,287	\$ 48,232	\$ 49,197	\$ 50,181	\$ 51,184	\$ 52,208
E	\$ 46,188	\$ 47,112	\$ 48,054	\$ 49,015	\$ 49,995	\$ 50,995	\$ 52,015	\$ 53,056	\$ 54,117	\$ 55,199	\$ 56,303	\$ 57,429
F	\$ 50,807	\$ 51,823	\$ 52,859	\$ 53,917	\$ 54,995	\$ 56,095	\$ 57,217	\$ 58,361	\$ 59,528	\$ 60,719	\$ 61,933	\$ 63,172
G	\$ 55,888	\$ 57,005	\$ 58,145	\$ 59,308	\$ 60,494	\$ 61,704	\$ 62,938	\$ 64,197	\$ 65,481	\$ 66,791	\$ 68,127	\$ 69,489
H	\$ 61,476	\$ 62,706	\$ 63,960	\$ 65,239	\$ 66,544	\$ 67,875	\$ 69,232	\$ 70,617	\$ 72,029	\$ 73,470	\$ 74,939	\$ 76,438
I	\$ 67,624	\$ 68,976	\$ 70,356	\$ 71,763	\$ 73,198	\$ 74,662	\$ 76,155	\$ 77,679	\$ 79,232	\$ 80,817	\$ 82,433	\$ 84,082
J	\$ 74,386	\$ 75,874	\$ 77,391	\$ 78,939	\$ 80,518	\$ 82,128	\$ 83,771	\$ 85,446	\$ 87,155	\$ 88,898	\$ 90,676	\$ 92,490
K	\$ 81,825	\$ 83,461	\$ 85,131	\$ 86,833	\$ 88,570	\$ 90,341	\$ 92,148	\$ 93,991	\$ 95,871	\$ 97,788	\$ 99,744	\$ 101,739
L	\$ 90,007	\$ 91,808	\$ 93,644	\$ 95,517	\$ 97,427	\$ 99,375	\$ 101,363	\$ 103,390	\$ 105,458	\$ 107,567	\$ 109,719	\$ 111,913
M	\$ 99,008	\$ 100,988	\$ 103,008	\$ 105,068	\$ 107,170	\$ 109,313	\$ 111,499	\$ 113,729	\$ 116,004	\$ 118,324	\$ 120,690	\$ 123,104

5C3

DRAFT FY2016 TOWN OF READING COMPENSATION PLAN

Schedule B-1

COMPARE (1.0% increase over FY15)

ANNUAL (based on a 37.5 hr workweek)

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12
A	\$ 31,103	\$ 31,725	\$ 32,359	\$ 33,006	\$ 33,666	\$ 34,340	\$ 35,026	\$ 35,727	\$ 36,442	\$ 37,170	\$ 37,914	\$ 38,672
B	\$ 34,213	\$ 34,897	\$ 35,595	\$ 36,307	\$ 37,033	\$ 37,774	\$ 38,529	\$ 39,300	\$ 40,086	\$ 40,887	\$ 41,705	\$ 42,539
C	\$ 37,634	\$ 38,387	\$ 39,154	\$ 39,938	\$ 40,736	\$ 41,551	\$ 42,382	\$ 43,230	\$ 44,094	\$ 44,976	\$ 45,876	\$ 46,793
D	\$ 41,397	\$ 42,225	\$ 43,070	\$ 43,931	\$ 44,810	\$ 45,706	\$ 46,620	\$ 47,553	\$ 48,504	\$ 49,474	\$ 50,463	\$ 51,472
E	\$ 45,537	\$ 46,448	\$ 47,377	\$ 48,324	\$ 49,291	\$ 50,277	\$ 51,282	\$ 52,308	\$ 53,354	\$ 54,421	\$ 55,510	\$ 56,620
F	\$ 50,091	\$ 51,093	\$ 52,115	\$ 53,157	\$ 54,220	\$ 55,304	\$ 56,410	\$ 57,539	\$ 58,689	\$ 59,863	\$ 61,061	\$ 62,282
G	\$ 55,100	\$ 56,202	\$ 57,326	\$ 58,473	\$ 59,642	\$ 60,835	\$ 62,052	\$ 63,293	\$ 64,558	\$ 65,850	\$ 67,167	\$ 68,510
H	\$ 60,610	\$ 61,822	\$ 63,059	\$ 64,320	\$ 65,606	\$ 66,918	\$ 68,257	\$ 69,622	\$ 71,014	\$ 72,435	\$ 73,883	\$ 75,361
I	\$ 66,671	\$ 68,004	\$ 69,364	\$ 70,752	\$ 72,167	\$ 73,610	\$ 75,082	\$ 76,584	\$ 78,116	\$ 79,678	\$ 81,272	\$ 82,897
J	\$ 73,338	\$ 74,805	\$ 76,301	\$ 77,827	\$ 79,383	\$ 80,971	\$ 82,591	\$ 84,242	\$ 85,927	\$ 87,646	\$ 89,399	\$ 91,187
K	\$ 80,672	\$ 82,285	\$ 83,931	\$ 85,610	\$ 87,322	\$ 89,068	\$ 90,850	\$ 92,667	\$ 94,520	\$ 96,410	\$ 98,339	\$ 100,305
L	\$ 88,739	\$ 90,514	\$ 92,324	\$ 94,171	\$ 96,054	\$ 97,975	\$ 99,935	\$ 101,933	\$ 103,972	\$ 106,051	\$ 108,172	\$ 110,336
M	\$ 97,613	\$ 99,565	\$ 101,557	\$ 103,588	\$ 105,659	\$ 107,773	\$ 109,928	\$ 112,127	\$ 114,369	\$ 116,657	\$ 118,990	\$ 121,369

HOURLY

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12
A	15.95	16.27	16.59	16.93	17.26	17.61	17.96	18.32	18.69	19.06	19.44	19.83
B	17.55	17.90	18.25	18.62	18.99	19.37	19.76	20.15	20.56	20.97	21.39	21.82
C	19.30	19.69	20.08	20.48	20.89	21.31	21.73	22.17	22.61	23.06	23.53	24.00
D	21.23	21.65	22.09	22.53	22.98	23.44	23.91	24.39	24.87	25.37	25.88	26.40
E	23.35	23.82	24.30	24.78	25.28	25.78	26.30	26.82	27.36	27.91	28.47	29.04
F	25.69	26.20	26.73	27.26	27.81	28.36	28.93	29.51	30.10	30.70	31.31	31.94
G	28.26	28.82	29.40	29.99	30.59	31.20	31.82	32.46	33.11	33.77	34.44	35.13
H	31.08	31.70	32.34	32.98	33.64	34.32	35.00	35.70	36.42	37.15	37.89	38.65
I	34.19	34.87	35.57	36.28	37.01	37.75	38.50	39.27	40.06	40.86	41.68	42.51
J	37.61	38.36	39.13	39.91	40.71	41.52	42.35	43.20	44.07	44.95	45.85	46.76
K	41.37	42.20	43.04	43.90	44.78	45.68	46.59	47.52	48.47	49.44	50.43	51.44
L	45.51	46.42	47.35	48.29	49.26	50.24	51.25	52.27	53.32	54.39	55.47	56.58
M	50.06	51.06	52.08	53.12	54.18	55.27	56.37	57.50	58.65	59.82	61.02	62.24

FY16 - based on hours = 1,968.0

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12
A	\$ 31,390	\$ 32,017	\$ 32,658	\$ 33,311	\$ 33,977	\$ 34,657	\$ 35,350	\$ 36,057	\$ 36,778	\$ 37,513	\$ 38,264	\$ 39,029
B	\$ 34,529	\$ 35,219	\$ 35,924	\$ 36,642	\$ 37,375	\$ 38,122	\$ 38,885	\$ 39,662	\$ 40,456	\$ 41,265	\$ 42,090	\$ 42,932
C	\$ 37,981	\$ 38,741	\$ 39,516	\$ 40,306	\$ 41,112	\$ 41,935	\$ 42,773	\$ 43,629	\$ 44,501	\$ 45,391	\$ 46,299	\$ 47,225
D	\$ 41,780	\$ 42,615	\$ 43,467	\$ 44,337	\$ 45,224	\$ 46,128	\$ 47,051	\$ 47,992	\$ 48,951	\$ 49,930	\$ 50,929	\$ 51,948
E	\$ 45,958	\$ 46,877	\$ 47,814	\$ 48,770	\$ 49,746	\$ 50,741	\$ 51,756	\$ 52,791	\$ 53,847	\$ 54,923	\$ 56,022	\$ 57,142
F	\$ 50,553	\$ 51,564	\$ 52,596	\$ 53,648	\$ 54,720	\$ 55,815	\$ 56,931	\$ 58,070	\$ 59,231	\$ 60,416	\$ 61,624	\$ 62,857
G	\$ 55,609	\$ 56,721	\$ 57,855	\$ 59,012	\$ 60,193	\$ 61,396	\$ 62,624	\$ 63,877	\$ 65,154	\$ 66,457	\$ 67,787	\$ 69,142
H	\$ 61,169	\$ 62,393	\$ 63,641	\$ 64,914	\$ 66,212	\$ 67,536	\$ 68,887	\$ 70,264	\$ 71,670	\$ 73,103	\$ 74,565	\$ 76,057
I	\$ 67,286	\$ 68,632	\$ 70,005	\$ 71,405	\$ 72,833	\$ 74,290	\$ 75,775	\$ 77,291	\$ 78,837	\$ 80,413	\$ 82,022	\$ 83,662
J	\$ 74,015	\$ 75,495	\$ 77,005	\$ 78,545	\$ 80,116	\$ 81,719	\$ 83,353	\$ 85,020	\$ 86,720	\$ 88,455	\$ 90,224	\$ 92,028
K	\$ 81,417	\$ 83,045	\$ 84,706	\$ 86,400	\$ 88,128	\$ 89,890	\$ 91,688	\$ 93,522	\$ 95,392	\$ 97,300	\$ 99,246	\$ 101,231
L	\$ 89,558	\$ 91,349	\$ 93,176	\$ 95,036	\$ 96,941	\$ 98,879	\$ 100,857	\$ 102,874	\$ 104,932	\$ 107,030	\$ 109,171	\$ 111,354
M	\$ 98,514	\$ 100,484	\$ 102,494	\$ 104,544	\$ 106,635	\$ 108,767	\$ 110,943	\$ 113,162	\$ 115,425	\$ 117,733	\$ 120,088	\$ 122,490

504

RCTV - Financial Highlights

compiled by Bob LeLacheur from five years of annual statements delivered to the Town in late summer 2013
note year end is October 31st

	<u>2012</u>	<u>2011</u>	<u>2010</u>	<u>2009</u>	<u>2008</u>	<u>2007</u>	<u>2012 vs 2007</u>	
							\$	%
Assets	\$ 535,870	\$ 456,280	\$ 388,032	\$ 314,215	\$ 179,978	\$ 236,166	\$ 299,704	127%
Cash & A/R	\$ 174,171	\$ 113,996	\$ 61,555	\$ 182,009	\$ 64,776	\$ 133,498	\$ 40,673	30%
Property & Equipment	\$ 361,699	\$ 342,284	\$ 326,477	\$ 132,206	\$ 115,202	\$ 102,668	\$ 259,031	252%
Revenues	\$ 489,185	\$ 454,541	\$ 441,231	\$ 436,159	\$ 135,705	\$ 183,476	\$ 305,709	167%
Subscribers via Town	\$ 459,278	\$ 429,677	\$ 417,875	\$ 412,862	\$ 128,413	\$ 171,781	\$ 287,497	167%
Other	\$ 29,907	\$ 24,864	\$ 23,356	\$ 23,297	\$ 7,292	\$ 11,695	\$ 18,212	156%
Expenses	\$ 409,665	\$ 386,294	\$ 332,279	\$ 306,994	\$ 191,893	\$ 169,478	\$ 240,187	142%
Payroll	\$ 158,879	\$ 141,946	\$ 133,440	\$ 101,265	\$ 93,638	\$ 91,749	\$ 67,130	73%
Contract labor	\$ 32,110	\$ 31,575	\$ 23,315	\$ 29,858	\$ 27,241	\$ 23,845	\$ 8,265	35%
Occupancy	\$ 100,925	\$ 103,045	\$ 91,734	\$ 82,651	\$ 7,149	\$ -	\$ 100,925	
Depreciation	\$ 50,225	\$ 46,904	\$ 33,231	\$ 23,637	\$ 24,534	\$ 20,681	\$ 29,544	143%
Other	\$ 67,526	\$ 62,824	\$ 50,559	\$ 69,583	\$ 39,331	\$ 33,203	\$ 34,323	103%
abandon leasehold improvements			\$ (30,062)					
Excess Revs-Exps	\$ 79,520	\$ 68,247	\$ 78,890	\$ 129,165	\$ (56,188)	\$ 13,998	\$ 65,522	

September 2013: adding space?

June 2009: 15yr lease signed

3d

MOTIONS
June 15, 2015

<u>Position</u>	<u>Appointment</u>	<u>Term ending</u>
Audit Committee	Stephen Herrick	6-30-18
Board of Appeals	Robert Redfern David Traniello	6-30-18 6-30-18
Board of Cemetery Trustees	William Brown Mary Vincent	6-30-18 6-30-18
Board of Health	Elizabeth Shurland Nancy Docktor	6-30-18 6-30-16
Board of Registrars	Gloria Hulse	6-30-18
Celebration Committee	Kurt Habel	6-30-18
Climate Advisory Committee	Joan Boegel Ray Porter	6-30-18 6-30-18
Climate Adv. Com. (Associates)	Michele Benson Gina Snyder	6-30-16 6-30-16
Commissioners of Trust Funds	Neil Cohen	6-30-18
Conservation Commission	Brian Sullivan Michael Flynn	6-30-18 6-30-18
Constable	Thomas Freeman	6-30-18
Community Planning & Development Commission	Jeffrey Hansen	6-30-18
CPDC (Associate)	George Katsoufis	6-30-16

5e1

Council on Aging	Thomas Procopio	6-30-18
	Marilyn Shapleigh	6-30-18
	Margaret Havey	6-30-18
	Joyln Ek	6-30-18
Council on Aging (Associate)	Pooja Parsons	6-30-16
	Cara Leonard	6-30-16

Cultural Council	Maryann Kozlowski	6-30-18
	Julie Barber	6-30-18
	Jane Soloway	6-30-18
	Nora Bucko	6-30-16

Economic Development Comm. EDC (Associates)	John Russell	6-30-16
--	---------------------	----------------

Fall Street Faire Committee	Brian Snell	6-30-18
Fall Street Faire Committee (Associate)	Allison Ullman	6-30-16

Historic District Commission	Priscilla Poehler	6-30-18
	Virginia Adams	6-30-18

Historical Commission	Sharlene Reynolds Santo	6-30-18
	Jonathan Barnes	6-30-16
Historical Commission (Associate)	Virginia Adams	6-30-16

Housing Authority	Richard Robbins	6-30-20
--------------------------	------------------------	----------------

Human Relation Adv. Com		
--------------------------------	--	--

RCTV Board of Directors	Kevin Walsh	6-30-18
--------------------------------	--------------------	----------------

502

Recreation Committee	Daniel Foley	6-30-18
	Nancy Linn Swain	6-30-18
Recreation Committee (Associate)	Mary Ellen Stolecki	6-30-16

Town Forest Committee	Richard Wetzler	6-30-18
	Kurt Habel	6-30-18
Town Forest Committee (Associates)	Nancy Docktor	6-30-16
	Michael Bourque	6-30-16
	Daniel Ford	6-30-16

Trails Committee	Thomas Gardiner	6-30-18
	Jean Jacobs	6-30-18
Trails Committee (Associate)	John Parsons	6-30-16

5e3

2015 Board of Selectmen Appointments

BCC	Total # of Members	# positions vacant	names incumbents	Incumbents applying for reappointment	names new applicants	VASC Recommendation
Animal Control (ACAC)	3	1	Catherine Folan			
Audit Committee	7	1	Stephen Herrick	Stephen Herrick		
Board of Appeals	5	2	Robert Redfern David Traniello	Robert Redfern David Traniello		
Board of Appeals Assoc	2	1				
Board of Cemetery Trustees	6	2	William Brown Mary Vincent	William Brown Mary Vincent		
Board of Health	3	2	Barbara Meade		Nancy Docktor Elizabeth Shurland	
Board of Registrars	4	1	Gloria Hulse	Gloria Hulse		
Bylaw Committee			Appointment by Bylaw Committee Appointment Committee			
Celebration Committee	5	1	Kurt Habel	Kurt Habel		
Climate Adv. Com.	5	2	Joan Boegel Ray Porter			
Climate Adv. Com. Associates	2	2	Gina Snyder Michele Benson	Gina Snyder		
Comm. Trust Funds	5	1	Neil Cohen	Neil Cohen		
CPDC	5	1	Jeffrey Hansen	Jeffrey Hansen		
CPDC Associates	1	1	George Katsoufis	George Katsoufis		

6/17/2015 Strikethrough indicates person not seeking reappointment

BCC	Total # of Members	# positions vacant	names incumbents	Incumbents applying for reappointment	names new applicants	VASC Recommendation
Conservation Com.	7	4	Brian Sullivan Alison Stager	Brian Sullivan	Michael Flynn	
Constables	3	1	Thomas Freeman	Thomas Freeman		
Council on Aging	10	4	Thomas Procopio Marilyn Shapleigh Margaret Havey Erica-Lynne Deane	Thomas Procopio Marilyn Shapleigh Margaret Havey		
Council on Aging Assoc.	1	1	Jolyn Ek	Jolyn Ek - wants full membership	Pooja Parsons Cara Leonard	
Cultural Council	7	4	Maryann Kozlowski Nancy Snow Catherine Folan	Maryann Kozlowski	Nora Bucko Julie Barber Jane Soloway	
Custodian of Soldiers & Sailors Graves	1	0				
Economic Dev. Com.	5	1	George Rio			
Economic Dev. Com. Associates	3	1	John Russell	John Russell		
Fall Street Faire Com.	5	2	Brian Snell Alison Ullman	Brian Snell Alison Ullman as an Associate	Denise Eaton Lisa Egan	

BCC	Total # of Members	# positions vacant	names incumbents	Incumbents applying for reappointment	names new applicants	VASC Recommendation
Finance Committee			Appointment by FINCOM Appointment Committee			
Historic District Commission	5	2	Priscilla Poehler Virginia Adams	Priscilla Poehler Virginia Adams		
Historical Commission	5	2	Sharlene Reynolds Santo	Sharlene Reynolds Santo		
Historical Com. Assoc.	2	3	Virginia Adams Jonathan Barnes Nancy Kohl	Virginia Adams Jonathan Barnes wants full membership		
Housing Authority	5	1	Karen Flammia		Richard Robbins	
Human Relations Adv. Committee	7	3	Camille Anthony			
HRAC Associates	2	1	Sandra Popaja			
MAPC	2	0				
Permanent Building Committee			Appointment by Permanent Building Committee Appointment Committee			
RCTV Board of Directors	3	1	Kevin Walsh	Kevin Walsh		
Ice Arena Authority	1	0				
Recreation Committee	10	3	Daniel Foley Nancy Linn Swain	Daniel Foley Nancy Linn Swain		
Recreation Associates	2	2	Mary Ellen Stolecki	Mary Ellen Stolecki		

BCC	Total # of Members	# positions vacant	names incumbents	Incumbents applying for reappointment	names new applicants	VASC Recommendation
RMLD Citizen Advisory Board	1	0				
Town Forest Com.	5	2	Richard Wetzler Kurt Habel	Richard Wetzler Kurt Habel	Nancy Docktor Michael Bourque Daniel Ford	
Trails Committee	5	3	Thomas Gardiner Jean Jacobs	Thomas Gardiner Jean Jacobs	Edward Crowley Susan Churchill	
Trails Committee Assoc.	1	1	John Parsons	John Parsons		



Town of Reading
16 Lowell Street
Reading MA 01867

RECEIVED
TOWN CLERK
READING, MASS.

Office of the Town Clerk
781-942-9050

2015 MAY 28 781-942-9070
website: www.readingma.gov

**Application for Appointment to
Boards, Committees and Commissions**

Name: DOCKTOR NANCY A Date: 5/26/13
(Last) (First) (Middle)

Address: 371 Pearl

Phone (Home): 781 944 8429 Phone (Work):

Which number should be listed?

Occupation: Number of years in Reading: 27

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 number 1 being your first priority. (Please attach a resume if available)

- Animal Control Appeals Committee
- Audit Committee
- Board of Appeals
- Board of Cemetery Trustees
- Board of Health (asst)
- Board of Registrars
- Bylaw Committee
- Celebration Committee
- Climate Advisory Committee
- Commissioner of Trust Funds
- Community Planning and Development
- Conservation Commission
- Constable
- Contributory Retirement Board
- Council on Aging
- Cultural Council
- Custodian of Soldiers' and 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
- RCTV Board of Directors
- Recreation Committee
- RMLD Citizens Advisory Board
- Town Forest Committee
- Trails Committee
- West Street Historic District Commission
- Zoning Board of Appeals
- Other

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

Member MRC

508

NANCY DOCKTOR R.N., M.S., C.S.

Education BOSTON UNIVERSITY, GRADUATE SCHOOL OF NURSING
Master of Science in Nursing Boston, MA 1985

GEORGETOWN UNIVERSITY, SCHOOL OF NURSING
Bachelor of Science in Nursing Washington D.C. 1979

Experience PSYCHIATRIC CLINICAL NURSE SPECIALIST
Private Outpatient Practice Danvers, MA 1987 to present

Consultant to Fertility Center of New England Reading, MA
1994-2013

Beverly Hospital Outpatient Psychiatry Beverly, MA
1987-1992

West-Ros-Park Mental Health Center Roslindale, MA
1985-1987

STAFF NURSE

Brigham and Women's Hospital Bone Marrow Transplant Unit 1984-1995
Intensive Care Unit 1981-1984 Boston, MA

DuPont Circle Dialysis Center 1980-1981 Washington D.C.

George Washington University Hospital 1979-1980 Washington D.C.



Town of Reading
16 Lowell Street
Reading MA 01867

RECEIVED
TOWN CLERK
READING, MASS.

Town Clerk
781-942-9050

2015 JUN - 1 P 2:09 fax: 781-942-9070
www.readingma.gov

**Application for Appointment to
Boards, Committees and Commissions**

Name: Shurland Elizabeth Cummings Date: 6/1/15
(Last) (First) (Middle)

Address: 319 Summer Ave

Phone (Home): 617 584 3159 Phone (Work): _____

Which number should be listed? home

Occupation: veterinarian Number of years in Reading: 11

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 number 1 being your first priority. (Please attach a resume if available)

- | | |
|---|---|
| <input type="checkbox"/> Animal Control Appeals Committee | <input type="checkbox"/> Fall Street Faire Committee |
| <input type="checkbox"/> Audit Committee | <input type="checkbox"/> Finance Committee |
| <input type="checkbox"/> Board of Appeals | <input type="checkbox"/> Historical Commission |
| <input type="checkbox"/> Board of Cemetery Trustees | <input type="checkbox"/> Housing Authority |
| <input checked="" type="checkbox"/> Board of Health | <input type="checkbox"/> Human Relations Advisory Committee |
| <input type="checkbox"/> Board of Registrars | <input type="checkbox"/> MBTA Advisory Committee |
| <input type="checkbox"/> Bylaw Committee | <input type="checkbox"/> Metropolitan Area Planning Council |
| <input type="checkbox"/> Celebration Committee | <input type="checkbox"/> Mystic Valley Elder Services |
| <input type="checkbox"/> Climate Advisory Committee | <input type="checkbox"/> Permanent Building Committee |
| <input type="checkbox"/> Commissioner of Trust Funds | <input type="checkbox"/> RCTV Board of Directors |
| <input type="checkbox"/> Community Planning and Development | <input type="checkbox"/> Recreation Committee |
| <input type="checkbox"/> Conservation Commission | <input type="checkbox"/> RMLD Citizens Advisory Board |
| <input type="checkbox"/> Constable | <input type="checkbox"/> Town Forest Committee |
| <input type="checkbox"/> Contributory Retirement Board | <input type="checkbox"/> Trails Committee |
| <input type="checkbox"/> Council on Aging | <input type="checkbox"/> West Street Historic District Commission |
| <input type="checkbox"/> Cultural Council | <input type="checkbox"/> Zoning Board of Appeals |
| <input type="checkbox"/> Custodian of Soldiers' and Sailors' Graves | <input type="checkbox"/> Other _____ |
| <input type="checkbox"/> Economic Development Committee | |

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

veterinary training, previous board
experience (YMCA, church vestry, MSPCA
overseers).

5e10



Town of Reading
16 Lowell Street
Reading MA 01867

RECEIVED
TOWN CLERK
READING, MASS.

Office of the Town Clerk
781-942-9050

2015 MAY 12 AM 10:35
fax: 781-942-9070
website: www.readingma.gov

**Application for Appointment to
Boards, Committees and Commissions**

Name: FLYNN MICHAEL TIMOTHY Date: 5/12/15
(Last) (First) (Middle)

Address: 190 GREEN ST, READING MA 01867

Phone (Home): (413) 537-3013 (CELL) Phone (Work): SAME

Which number should be listed? CELL

Occupation: CIVIL ENGINEER (REGISTER P.E. IN MA) Number of years in Reading: ~~0.25~~ 0.75

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 number 1 being your first priority. (Please 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
- Celebration Committee
- Climate Advisory Committee
- Commissioner of Trust Funds
- Community Planning and Development
- Conservation Commission
- Constable
- Contributory Retirement Board
- Council on Aging
- Cultural Council
- Custodian of Soldiers' and 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
- RCTV Board of Directors
- Recreation Committee
- RMLD Citizens Advisory Board
- Town Forest Committee
- Trails Committee
- West Street Historic District Commission
- Zoning Board of Appeals
- Other _____

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

PLEASE SEE ATTACHED.

5/11

Flynn, Michael

From: Flynn, Michael
Sent: Thursday, April 23, 2015 9:44 AM
To: 'lgemme@ci.reading.ma.us'
Cc: 'ctirone@ci.reading.ma.us'
Subject: Conservation Commission Membership

I am a newer resident to Reading (Green Street) as of last August 2014. I noticed the posting in from last June looking for volunteers both as full membership and Associate vacancies for the Reading Conservation Commission. I noticed the request is still posted and am interested in learning if any of the posts are still open.

I have not held a position on a Town committee or commission in the past. However, my education and background may qualify me as a potential candidate to volunteer. I graduated from the University of Rhode Island in 2007 with a Bachelor's of Science in Civil and Environmental Engineering. I worked eight years for GEI Consultants, a consulting engineering firm; I worked 3 years in the Hartford, Connecticut area and 4 years in the Boston area (offices located in Woburn, MA).

I am a registered Professional Engineer in the Commonwealth of Massachusetts. I have a wide range of experience in the geotechnical, environmental and construction services fields including, slope stability analysis, seepage analysis, settlement analysis, wall analysis and design, excavation support design, construction oversight, remedial investigation and design, subsurface explorations, and laboratory testing programs. My primary background is in the geotechnical engineering field related to flood control structures (dams and levees) and excavation support systems. As an engineer, I have applied for local permits and participated in several public meetings, however it has been on the private (owner/applicant/developer) side.

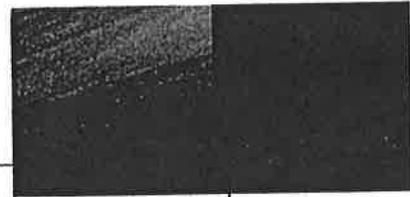
From my experience, I am familiar with the general responsibilities of the Conservation Commission and I am aware and willing to the time commitments required. My interest in the commission is drawn from my interest to get involved with the community and the alignment with my professional background. If positions are still available, I can provide additional resume and experience, if required.

I can be contacted best via email or my mobile number below. I appreciate your time and consideration.

Mike

Michael Flynn, P.E.
Project Engineer

Michael T. Flynn, P.E.
Project Engineer



Michael Flynn has a wide range of experience in the geotechnical, environmental and construction services fields including, slope stability analysis, seepage analysis, settlement analysis, wall analysis and design, excavation support design, construction oversight, remedial investigation and design, subsurface explorations, and laboratory testing programs. Mr. Flynn's primary responsibilities are in the geotechnical engineering field.

RELEVANT PROJECT EXPERIENCE (Others project and dates available upon request)

Dams and Levees

Briscoe-Desimone Levee Design, City of Kent, Kent, WA.
Project Engineer for the analysis of existing levee system and design of new floodwall. Currently completing Conditional Letter of Map Revision (CLOMR) and accreditation packages for the Briscoe-Desimone Levee on the Green River in Kent, Washington, for submittal to FEMA. The levee is approximately 3 miles long. Designed levee repairs, including several thousand feet of steel sheet pile floodwalls.

Hurricane & Shore Protection Evaluation Project, City of Stamford WPCA, Stamford, CT. Project Engineer for the evaluation of the 2 mile long hurricane and shore protection system in Stamford, Connecticut. The project consisted of providing documentation that the system meets the design criteria specified in accordance with 44 CRF Section 65.10 of the National Flood Insurance Program and a third party review of a development project built on a federally protected hurricane protection and flood control system off the Long Island Sound. The project involved working closely with the United States Army Corps of Engineers (USACE). Responsibilities included the review of historical and development design documents, developing a subsurface exploration program, implementing a laboratory testing program, embankment stability and seepage evaluations, settlement evaluations, floodwall and sheet pile evaluations, freeboard evaluation, evaluation of new construction to the hurricane barrier, and preparing documents for the accreditation of the system in accordance with Title 44, Section 65.10 of the FCR.

New London Hurricane Barrier FEMA Certification, City of New London Dept. of Public Works, New London, CT. Project Engineer for the evaluation of the hurricane and shore protection system in New London, Connecticut. The project consisted of providing documentation that the system meets the design criteria specified in accordance with 44 CRF Section 65.10 of the National Flood Insurance Program. Responsibilities included embankment stability and seepage evaluations, settlement evaluations, floodwall and sheet pile evaluations, freeboard evaluation, and preparing documents for the accreditation of the system in accordance with Title 44, Section 65.10 of the Federal Code of Regulations.

EDUCATION
B.S., Civil and Environmental
Engineering, University of Rhode Island

EXPERIENCE IN THE INDUSTRY
8 years

EXPERIENCE WITH GEI
8 year(s)

REGISTRATIONS AND LICENSES
Massachusetts PE, #51499

CERTIFICATIONS
40-hr HAZWOPER
CPR/First Aid

5213

Levee Certification & Flood Control System, Town of East Hartford, East Hartford, CT. Project engineer for evaluation of 4 miles of an urban flood control system comprised of levee embankment and concrete floodwall along the Connecticut River. Responsibilities included performing seepage and stability analysis using GeoStudio, observing subsurface explorations, and preparing documents for the Federal Emergency Management Agency to accredit the levee system in accordance with Title 44, Section 65.10 of the Federal Code of Regulations.

East Hartford Levee Toe Drain Improvement Analysis and Design, Town of East Hartford, East Hartford, CT. Project engineer for the evaluation and design of rehabilitation and removal of a toe drain system for the 4-mile-long urban flood control system. Responsibilities during the analysis phase included seepage and slope stability analysis of levee embankments and recommendations for rehabilitation and long-term maintainance of the toe drain system. Responsibilities during design phase included developing and implementing a design investigation including subsurface investigations and pipe inspections, preparing contract drawings, and coordination with regulatory agencies including the USACE.

Rock Anchor Design Spillway, USACE - Finance Center, Huntington, MA. Project engineer for the design of post-tensioned rock anchors for a 400-foot-long ogee section spillway weir. The spillway weir was constructed of 14 concrete monoliths, up to 80-feet-tall, founded on bedrock. The rock anchors were designed to increase stability of the concrete monoliths for sliding and overturning during the Probable Maximum Flood (PMF) event. Performed stability analysis on the concrete monoliths and calculated anchor loads. Performed design calculations for the rock anchors and prepared fabrication and installation drawings and specifications for construction.

Levee Periodic Inspections, USACE - New England District, CT and, MA. Project engineer for the periodic inspection for various flood control systems within Connecticut and Massachusetts. The project involved the inspection of levee systems under the jurisdiction of the New England District of the USACE. The goal of the project was to create a national database for the condition of levee systems across the United States. Responsibilities included obtaining the national Levee Information System (LIS) training through USACE, reviewing historic design drawings, and perform detailed inspection of the flood control system and its features.

West Springfield Flood Protection System, Town of West Springfield, West Springfield, MA. Field engineer as a sub-contractor for the evaluation of an urban flood control system comprised of levee embankment and concrete floodwall along the Connecticut River. Responsibilities included inspection of the geotechnical investigation consisting of soil borings on the flood control system.

Geostructural

Monco S-17 Tie Design, Agate Construction Company, Red Bank, NJ. Project Engineer for the design of sheet pile wall for approaches to a new bridge over the Navesink River in Monmouth County, New Jersey. Designed wall components including sheet piles, tierods, and deadman to meet the Contractor's construction sequence. Included in-situ field testing of soft riverine clays.

LAX Crenshaw Light-Rail Transit, URS, Dragados, Flatiron Joint Venture, Los Angeles, CA. Project Engineer for preliminary design of excavation support system for an underground segment of a Light Rail Transit system. The project included approximately 1-mile of cut-and-cover structures up to 80-feet-deep in urban area. Key SOE design elements included deep cutoffs and invert plugs to control contaminated groundwater flow, connections to tunneled segments, bracing configuration to allow TBM operations (mob, break-ins/outs, walkthroughs, mucking, and removal), and decking systems to support traffic for the duration of the work. The project also included strict movement criteria for existing structures incorporated into the SOE design. Supported the Design-Build Team during the bidding process for SOE and Structure Protection and Monitoring.

Regional Connector Pre-Bid, Dragados, Schiavone & Southland Joint Venture, Los Angeles, CA. Project Engineer for preliminary design of excavation support system for an underground segment of a rail system in downtown Los Angeles. The project included approximately 1.86-mile-long underground rail system including more than 4,000 feet of cut-and-cover structures up to 110-feet-deep in urban area. Key SOE design elements included, connections to tunneled segments, bracing configuration to allow TBM operations, decking systems

support traffic. The project also included strict movement criteria for existing structures incorporated into the SOE.

Pilgrim Nuclear Power Station Pipe Inspection, Entergy Nuclear Generating Co, Plymouth, MA. Project Engineer for the design of excavation support system to perform inspection and repairs of emergency piping for the power plant. Design soldier pile and lagging wall for inspection.

Princeton Lewis Center for Arts Building Excavation Support Design, University of Princeton, Princeton, NJ. Project Engineer for excavation support design for the Lewis Center for the Arts building in Princeton, New Jersey. Project included a soldier pile and lagging wall braced with tiebacks and rock slope cut below the wall. Approximately 3,300 ft of hollow bar anchors were installed and stressed to support almost 10,000 sq. ft. of retaining wall at one of America's most prestigious schools. Designed excavation support system and provided engineering services during construction.

Development at 800 Huntington Avenue, The Beal Companies, Boston, MA. Project engineer for the renovation and expansion of an existing building to accommodate a new state of the art medical offices and outpatient clinic serving the Mission Hill neighborhood and greater Boston area. During design, responsibilities included design of a permanent soil nail wall, preparing design drawings and specification for construction, including excavation, excavation support, soil nailing, and foundation drainage. Additionally, during the construction phase, reviewed Contractor submittals and provided on-site construction observation and engineering support during excavation and installation of excavation support.

General Geotechnical

Rte 79 / I-95 Fall River Design-Build, Barletta Heavy Division, Inc., Fall River, MA. Project Engineer for design and construction of a new interchange at Route 79 and Interstate 195 in Fall River, Massachusetts. This design-build project included 7 new bridges and 22 new retaining walls. Performed engineering services to provide geotechnical recommendations for design of the new bridges and retaining walls.

State Highway Route 110 Reconstruction, Massachusetts Dept. of Transportation, Amesbury, MA. Field Engineer for the construction of a road widening in a section of Route 110 in Massachusetts. Responsibilities included field observation of a ground improvement system using Rammed Aggregate Piers along a roadway embankment.

Construction Services and Instrumentation, City of Ansonia, Ansonia, CT. Project engineer for the design of a settlement monitoring program for the expansion at the Ansonia Water Pollution Control Facility. Responsibilities included selecting locations for settlement monitoring points within the facility and installing crack monitors.

Construction Services, Mercy Community Health, West Hartford, CT. Provided oversight as a sub-consultant to BSC Group for site preparation on a development project. Work included a private utility mark out and inspection of a 1000-foot-long underground stormwater pipe.

Middletown-Norwalk 345kV Transmission Project, Northeast Utilities Service Co., Middletown Norwalk, CT. Performed construction oversight and inspection as a sub-contractor for Burns & McDonnell during the installation of two 345 kV Underground Transmission Lines. Duties included oversight/ inspection during the installation of Duct Banks, Splice Vaults and Cable Systems. Duties also included tracking contractor's time and material for payment purposes during cost plus activities.

Pedestrian Safety & Access Improvement, City of New London Dept. of Public Works, New London, CT. Monitored drilling of test borings located within an urban setting, observed soils recovered from the borings, and prepared logs. Selected soil samples for laboratory soil testing, coordinated testing with the soil laboratory, and help prepare Geotechnical Data Report.

Upper School Addition Chase Collegiate School, Chase Collegiate School, Waterbury, CT. Provided part-time observation of bearing surfaces for spread footings for Upper School Addition. Evaluated the suitability of subgrades prepared by the Contractor for new foundations and prepared field reports.



Manufactured Gas Plants (MGP)

MCP Phase I-IV, Imminent Hazard Evaluation at Former MGP Site, National Grid, Newburyport, MA. Project Engineer for the remediation of a former MGP in Newburyport, Massachusetts. The project included excavation of approximately 6,000 tons of impacted material, dewatering, water treatment and discharge, excavation support, soil capping, and installation of a geomembrane liner system. Due to the sensitivity of the surrounding community air and vibration monitoring were conducted throughout the project. Strict odor control and difficult water management issues required stringent contractor oversight. The project required intense coordination and communication with the remediation contractor, the Town, and with National Grid's project team and community relations personnel. Provided on-site construction observation and engineering support during remediation

Saratoga Springs Former MGP, National Grid, Saratoga Springs, NY. Field Team Leader and Design Engineer for a Remedial Investigation and Remedial Action at the former MGP site located within a residential/commercial area of Saratoga Springs. Implemented RI work plan, including soil boring and monitoring well installation, test pit excavation, soil and groundwater sampling, structural inspections. Installed and sampled soil vapor points at the site in accordance with the NYSDOH guidance. Provided oversight for a private utility mark out. Coordinated on-site contractors and health and safety activities under the supervision of NYSDEC. Evaluated site data and assisted in report preparation. In addition, was one of the Design Engineers for the Remedial Action Work Plan. Responsibilities included developing the site plans and specifications for the Remedial Action, providing engineering support and review during the construction, and writing the Engineer's Report. Also performed construction oversight for the restoration of the remedial action.

East 173rd Street Works Former Manufactured Gas Plant Site (Starlight Park), Con Edison Company of New York, Inc., Bronx, NY. Reviewed and evaluated geotechnical instrumentation data for inclinometers, piezometers and pavement monitoring points. Compared the measured data with action limits.

Sea Isle City RASR & RAW Remedial Design, FirstEnergy Corporation, Sea Isle City, NJ. Assisted with field tasks associated with a subsurface investigation at a former manufactured gas plant site. Classified soils for disposal purposes using sampling with a Geoprobe drilling rig.

93B Haverstraw Site Management Plan, Orange and Rockland Utilities, Inc., Haverstraw, NY. Project engineer for the remedial program at the 93B former MGP in Haverstraw, New York. Institutional and engineering controls were implemented manage MGP-related impacts at the Site. Prepared a Site Management Plan in accordance with 6NYCRR Part 375 New York State Department of Environmental Conservation DER-10.

Former MGP Site, National Grid, Glen Cove, NY. Project engineer for a remedial action at a former MGP site that was occupied by an active electric substation. This included writing specifications for the work, creating design drawings, and assisting client with contractor selection. Project will include the excavation of MGP-impacted materials from areas adjacent to the substation and beneath active 69kV overhead utilities to approximately 17 feet below grade and implementation of a natural attenuation groundwater monitoring program.

Jefferson Site Character Investigation, National Grid, Troy, NY. Evaluated site data and assisted in report preparation for the former MGP site.

Whitehall Former Non-owned MGP Site Remedial Investigation, National Grid, Whitehall, NY. Field Team Leader for a Remedial Investigation at the former MGP site located within a residential/commercial-industrial area of Whitehall. Implemented RI work plan, including soil boring and monitoring well installation, and soil and groundwater sampling. Installed and sampled soil vapor points at the site in accordance with the NYSDOH guidance. Coordinated on-site contractors and health and safety activities under the supervision of NYSDEC. Evaluated site data and assisted in report preparation.

LIPA Arverne Construction Oversight Former Edgemere Substation, National Grid, Arverne, NY.

Project engineer for the remedial program at the Arverne Substation (former Edgemere Substation) in Arverne, New York. Institutional and engineering controls were implemented at the Substation to manage MGP and petroleum-related impacts. Prepared a Site Management Plan for the active substation in accordance with 6NYCRR Part 375 New York State Department of Environmental Conservation DER-10.

Fulton MGP Remedial Investigation, National Grid, Brooklyn, NY. Field Technician for a Remedial Investigation at the former MGP site located within a commercial-industrial area of New York City. Installed and sampled soil vapor points at the site in accordance with the NYSDOH guidance.



GI 5217



Town of Reading
16 Lowell Street
Reading MA 01867

2015 MAY -4 PM 4: 32

Office of the Town Clerk
781-942-9050

fax: 781-942-9070
website: www.readingma.gov

**Application for Appointment to
Boards, Committees and Commissions**

Name: Leonard Cara S. Date: 5/4/2015
(Last) (First) (Middle)
Address: 126 Haverhill Street, Reading 01867
Phone (Home): 781-354-0008 Phone (Work): Same

Which number should be listed? _____

Occupation: RN Number of years in Reading: 15 yrs

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 number 1 being your first priority. (Please attach a resume if available)

- | | |
|---|---|
| <input type="checkbox"/> Animal Control Appeals Committee | <input type="checkbox"/> Economic Development Committee |
| <input type="checkbox"/> Audit Committee | <input type="checkbox"/> Fall Street Faire Committee |
| <input type="checkbox"/> Board of Appeals | <input type="checkbox"/> Finance Committee |
| <input type="checkbox"/> Board of Cemetery Trustees | <input type="checkbox"/> Historical Commission |
| <input type="checkbox"/> Board of Health | <input type="checkbox"/> Housing Authority |
| <input type="checkbox"/> Board of Registrars | <input type="checkbox"/> Human Relations Advisory Committee |
| <input type="checkbox"/> Bylaw Committee | <input type="checkbox"/> MBTA Advisory Committee |
| <input type="checkbox"/> Celebration Committee | <input type="checkbox"/> Metropolitan Area Planning Council |
| <input type="checkbox"/> Climate Advisory Committee | <input type="checkbox"/> Mystic Valley Elder Services |
| <input type="checkbox"/> Commissioner of Trust Funds | <input type="checkbox"/> RCTV Board of Directors |
| <input type="checkbox"/> Community Planning and Development | <input type="checkbox"/> Recreation Committee |
| <input type="checkbox"/> Conservation Commission | <input type="checkbox"/> RMLD Citizens Advisory Board |
| <input type="checkbox"/> Constable | <input type="checkbox"/> Town Forest Committee |
| <input type="checkbox"/> Contributory Retirement Board | <input type="checkbox"/> Trails Committee |
| <input checked="" type="checkbox"/> Council on Aging | <input type="checkbox"/> West Street Historic District Commission |
| <input type="checkbox"/> Cultural Council | <input type="checkbox"/> Zoning Board of Appeals |
| <input type="checkbox"/> Custodian of Soldiers' and Sailors' Graves | <input type="checkbox"/> Other _____ |

Please outline relevant experience for the position(s) sought:
I served on the Board at the U.U. Church of Wakefield
I volunteer as a coach for the past four years for Reading Youth softball
I am a registered nurse with a passion for the geriatric population.
I currently care for my mother at my home and have taken care of my grandmother before her passing. 5018



Town of Reading
16 Lowell Street
Reading MA 01867

RECEIVED
TOWN CLERK
READING, MASS.

Town Clerk
781-942-9050

2015 JUN 10
fax: 781-942-9070
website: www.townofreadingma.gov

**Application for Appointment to
Boards, Committees and Commissions**

Name: PARSONS POOJA Date: _____
(Last) (First) (Middle)

Address: 25 Sanders Rd.

Phone (Home): _____ Phone (Work): _____
617 359-4999 Which number should be listed? 11

Occupation: Substitute Teacher, Town of Reading Number of years in Reading: 5

Are you a registered voter in Reading? E-mail address: _____

Place a number next to your preferred position(s) (up to four choices) with number 1 being your first priority. (Please 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
- Celebration Committee
- Climate Advisory Committee
- Commissioner of Trust Funds
- Community Planning and Development
- Conservation Commission
- Constable
- Contributory Retirement Board
- Council on Aging
- Cultural Council
- Custodian of Soldiers' and 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
- Permanent Building Committee
- RCTV Board of Directors
- Recreation Committee
- RMLD Citizens Advisory Board
- Town Forest Committee
- Trails Committee
- West Street Historic District Commission
- Zoning Board of Appeals
- Other _____

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

With 3 aging parents I would like to
learn about the Council on Aging and
hope to become a contributing member
down the Road. Thank you for the
opportunity

5219



Town of Reading
16 Lowell Street
Reading MA 01867

RECEIVED
TOWN CLERK
READING, MASS.

Office of the Town Clerk
781-942-9050

fax: 781-942-9070
website: www.readingma.gov

**Application for Appointment to
Boards, Committees and Commissions**

Name: BUCKO NORA E Date: 20 May 2015
(Last) (First) (Middle)

Address: 86 Van Norden Rd Reading Mass

Phone (Home): _____ Phone (Work): HOME 781-942-9267

Which number should be listed? 781 942 9267

Occupation: NURSE Number of years in Reading: _____

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 number 1 being your first priority. (Please attach a resume if available)

- | | |
|---|---|
| <input type="checkbox"/> Animal Control Appeals Committee | <input type="checkbox"/> Economic Development Committee |
| <input type="checkbox"/> Audit Committee | <input type="checkbox"/> Fall Street Faire Committee |
| <input type="checkbox"/> Board of Appeals | <input type="checkbox"/> Finance Committee |
| <input type="checkbox"/> Board of Cemetery Trustees | <input type="checkbox"/> Historical Commission |
| <input type="checkbox"/> Board of Health | <input type="checkbox"/> Housing Authority |
| <input type="checkbox"/> Board of Registrars | <input type="checkbox"/> Human Relations Advisory Committee |
| <input type="checkbox"/> Bylaw Committee | <input type="checkbox"/> MBTA Advisory Committee |
| <input type="checkbox"/> Celebration Committee | <input type="checkbox"/> Metropolitan Area Planning Council |
| <input type="checkbox"/> Climate Advisory Committee | <input type="checkbox"/> Mystic Valley Elder Services |
| <input type="checkbox"/> Commissioner of Trust Funds | <input type="checkbox"/> RCTV Board of Directors |
| <input type="checkbox"/> Community Planning and Development | <input type="checkbox"/> Recreation Committee |
| <input type="checkbox"/> Conservation Commission | <input type="checkbox"/> RMLD Citizens Advisory Board |
| <input type="checkbox"/> Constable | <input type="checkbox"/> Town Forest Committee |
| <input type="checkbox"/> Contributory Retirement Board | <input type="checkbox"/> Trails Committee |
| <input type="checkbox"/> Council on Aging | <input type="checkbox"/> West Street Historic District Commission |
| <input checked="" type="checkbox"/> Cultural Council | <input type="checkbox"/> Zoning Board of Appeals |
| <input type="checkbox"/> Custodian of Soldiers' and Sailors' Graves | <input type="checkbox"/> Other _____ |

Reading Cultural Council

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

I have lived in Reading for 19 years and am very interested in the Arts. I am an Irish dancer and musician for the past 10 years. I am very interested in assisting Reading in providing an enriched cultural experience to its townspeople.



Town of Reading
16 Lowell Street
Reading MA 01867

2015 JUN 10 AM 11: 54

Office of the Town Clerk
781-942-9050

fax: 781-942-9070
website: www.readingma.gov

**Application for Appointment to
Boards, Committees and Commissions**

Name: Barber Julie H Date: 6-10-15
(Last) (First) (Middle)

Address: 37 Ashley Place Reading MA

Phone (Home): 617-605-2101 Phone (Work):

Which number should be listed? home

Occupation: Communications/Events Planner Number of years in Reading: 21

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 number 1 being your first priority. (Please attach a resume if available)

- | | |
|---|---|
| <input type="checkbox"/> Animal Control Appeals Committee | <input type="checkbox"/> Economic Development Committee |
| <input type="checkbox"/> Audit Committee | <input type="checkbox"/> Fall Street Faire Committee |
| <input type="checkbox"/> Board of Appeals | <input type="checkbox"/> Finance Committee |
| <input type="checkbox"/> Board of Cemetery Trustees | <input type="checkbox"/> Historical Commission |
| <input type="checkbox"/> Board of Health | <input type="checkbox"/> Housing Authority |
| <input type="checkbox"/> Board of Registrars | <input type="checkbox"/> Human Relations Advisory Committee |
| <input type="checkbox"/> Bylaw Committee | <input type="checkbox"/> MBTA Advisory Committee |
| <input type="checkbox"/> Celebration Committee | <input type="checkbox"/> Metropolitan Area Planning Council |
| <input type="checkbox"/> Climate Advisory Committee | <input type="checkbox"/> Mystic Valley Elder Services |
| <input type="checkbox"/> Commissioner of Trust Funds | <input type="checkbox"/> RCTV Board of Directors |
| <input type="checkbox"/> Community Planning and Development | <input type="checkbox"/> Recreation Committee |
| <input type="checkbox"/> Conservation Commission | <input type="checkbox"/> RMLD Citizens Advisory Board |
| <input type="checkbox"/> Constable | <input type="checkbox"/> Town Forest Committee |
| <input type="checkbox"/> Contributory Retirement Board | <input type="checkbox"/> Trails Committee |
| <input type="checkbox"/> Council on Aging | <input type="checkbox"/> West Street Historic District Commission |
| <input checked="" type="checkbox"/> Cultural Council | <input type="checkbox"/> Zoning Board of Appeals |
| <input type="checkbox"/> Custodian of Soldiers' and Sailors' Graves | <input type="checkbox"/> Other <u> </u> |

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

5e21

JULIE H. BARBER

37 Ashley Place
Reading, MA 01867

PROFESSIONAL EXPERIENCE

BANK OF AMERICA, Boston, Massachusetts

February 2006 – Present

Senior Vice President, Executive Corporate Communications and Event Manager

Responsible for the development and execution of internal and external wealth management employee and executive communications strategy. Lead coordination with media relations, marketing and industry platforms to communicate business priorities and thought leadership. Manage and execute internal events team responsible for executive offsite meetings, recognition and sales programs and acquisition announcements. Responsibilities include budgetary control and evaluation of investment, content development, and compliance approval and vendor management.

Selected Projects:

- 650+ person 4-day leadership team conference including “client experience” experiential event
- Management of annual recognition programs – from site selection to program execution
- Management of acquisition announcements and related media events and press conferences
- Coordination of incoming CEO announcement events including live employee and shareholder events, global enterprise communications and media coverage
- Executive communications and global visibility planning and support to President of Global Wealth & Investment Management
- Executive appearances at Barron’s Top 100, Fortune Women in Business and World Economic Forum conferences
- Market related crisis communications lead

MASSACHUSETTS GENERAL HOSPITAL, Boston, Massachusetts

May 2005 – February 2006

Senior Manager, Special Events and Projects

Responsible for the development of a strategic promotional and on-going visibility plan for the Massachusetts General Hospital Cancer Center. Developed concept for and executed high visibility events with focus on regional donor cultivation and stewardship. Tactical responsibilities included all aspects of pre-event planning, site and audience selection, program development, invitation creation, overseeing travel itineraries and on-site logistics, management of budget, staff, vendors and volunteers.

Selected Projects:

- Coordination of Four Seasons Run of Hope, which raised over \$40k with 300+ participants.
- Dedication of the Howard Ulfelder, MD Healing Garden in Yawkey Center for Outpatient Care. Attended by over 200 guests.
- Development of inaugural David Brudnoy Bostonian Award and related ceremony.
- Management of inaugural Mass General Hospital Golf Classic

PUTNAM INVESTMENTS, Boston, Massachusetts

October 1994 – October 2004

Vice President, Manager Corporate Meeting Services

April 2003 – October 2004

Reported to Director General Services and Facilities. Managed operations and executed corporate policies for events and meetings, reception services, catering and audio-visual services at four corporate locations.

- Managed an annual budget of over \$4 million and a team of 25.
- Developed and executed all corporate events and meetings for global clientele and executive briefings.
- Acted as liaison with business units to develop programs for visiting client groups, developing business agendas, securing speakers, arranging social events, transportation and menus, and coordinating audio-visual needs.

5022

JULIE H. BARBER
CONTINUED

- Managed Executive Dining Room and all related catering services.
- Responsible for client relationship management, planning, conceptual development and project planning for corporate services and events for investment professionals and clients.

Selected Projects:

- Produced first corporate all-employee meeting which was broadcast via satellite to 5,000+ employees at 4 locations.
- Coordinated web-casts featuring Putnam's senior economist to audiences nationwide.
- Oversaw construction and design of new employee cafeteria, which was completed on schedule and under budget. Produced accompanying marketing campaign.
- Project leader responsible for implementation of corporate reservations software. Liaison with vendor to customize package. Built database. Rolled out package to client base including web-request option.
- Member of project team responsible for design of eighty-five seat, state-of-the-art meeting facility. Incorporated advanced technology including a twelve-cube video wall and integrated video-conferencing.

Assistant Vice President, Meeting Coordinator

November 1998 – April 2003

- Managed 200+ special events annually, including functions involving Trustees, CEO and international partners from Marsh & McLennan, Putnam's parent company. Oversaw booking of over 10,000 conference rooms annually.
- Managed centralized reservations team specializing in "one-stop shopping", satellite auxiliary personnel and contract service labor.
- Scope of management included interviewing and hiring, creating development plans, and ongoing performance appraisals of staff.
- Monitored department workflow and operating practices to ensure compliance with company standards.
- Managed corporate video-conferencing, including domestic and international reservations, maintenance and troubleshooting.

Selected Projects:

- Coordinated employee holiday party in raw construction space for 2,500 guests.
- Managed post September 11 broadcast in conjunction with Marsh & McLennan, Putnam's parent company via satellite to 8,000+ employees from St. Patrick's Cathedral, New York, NY.
- Chaired divisional corporate intranet team, successfully launching first corporate intranet site and training team of 15 employees on post-implementation procedures.
- Produced scripted awards presentations and assemblies broadcast to three facilities, scripting and directing participants, coordinating rehearsals, technology and testing.
- Worked with marketing department to develop and publish client services guide and marketing materials.

Assistant Project Manager

April 1996 – November 1998

- Managed budget in excess of \$20 million.
- Successfully completed construction projects totaling 300,000 square feet of new corporate office space.
- Created move schedule for 1,800 employees, computers and systems.
- Coordinated construction schedules and worked with sub-contractors to ensure timely delivery of quality product and attended real estate negotiations.
- Worked with business units to specify workspace that met business and technical requirements.

Selected Projects:

- Supported construction of Putnam's Andover facility, participating in construction and design of 275,000 square foot office space and coordinating moves and opening of space.
- Supported construction of Putnam's 2 Liberty Square facility, participating in construction and design of 100,000 square foot office space and coordinating moves and opening of space.
- Established move schedules and coordinated related personnel to support moves of 1,800 employees and devices to new facilities.

5e23

JULIE H. BARBER
CONTINUED

Reservationist

October 1994 – April 1996

- Phone representative responsible for conference room reservations and related services.

EDUCATION:

Saint Anselm College, Manchester, NH
Bachelor of Arts, Business, May 1993
Completed Certificate Program: Spanish

Internship:

Walt Disney World Co. – Fall Program 1992

Certifications:

Currently testing for CMP designation

COMMUNITY SERVICE:

Bank of America Million Hour Volunteer Challenge

REFERENCES:

Furnished upon request.

5024



Town of Reading
16 Lowell Street
Reading MA 01867

RECEIVED
TOWN CLERK
READING, MASS. fax: 781-942-9070
website: www.readingma.gov

Office of the Town Clerk
781-942-9050

2015 MAY - 7 A 10:11

**Application for Appointment to
Boards, Committees and Commissions**

Name: SOLOWAY JANE H Date: 5/7/15
(Last) (First) (Middle)

Address: 214 GROVE ST, READING, MA 01867

Phone (Home): 781-942-1133 Phone (Work): —

which number should be listed? _____

Occupation: BOOKKEEPER Number of years in Reading: 30

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 number 1 being your first priority. (Please attach a resume if available)

- | | |
|---|---|
| <input type="checkbox"/> Animal Control Appeals Committee | <input type="checkbox"/> Economic Development Committee |
| <input type="checkbox"/> Audit Committee | <input type="checkbox"/> Fall Street Faire Committee |
| <input type="checkbox"/> Board of Appeals | <input type="checkbox"/> Finance Committee |
| <input type="checkbox"/> Board of Cemetery Trustees | <input type="checkbox"/> Historical Commission |
| <input type="checkbox"/> Board of Health | <input type="checkbox"/> Housing Authority |
| <input type="checkbox"/> Board of Registrars | <input type="checkbox"/> Human Relations Advisory Committee |
| <input type="checkbox"/> Bylaw Committee | <input type="checkbox"/> MBTA Advisory Committee |
| <input type="checkbox"/> Celebration Committee | <input type="checkbox"/> Metropolitan Area Planning Council |
| <input type="checkbox"/> Climate Advisory Committee | <input type="checkbox"/> Mystic Valley Elder Services |
| <input type="checkbox"/> Commissioner of Trust Funds | <input type="checkbox"/> RCTV Board of Directors |
| <input type="checkbox"/> Community Planning and Development | <input type="checkbox"/> Recreation Committee |
| <input type="checkbox"/> Conservation Commission | <input type="checkbox"/> RMLD Citizens Advisory Board |
| <input type="checkbox"/> Constable | <input type="checkbox"/> Town Forest Committee |
| <input type="checkbox"/> Contributory Retirement Board | <input type="checkbox"/> Trails Committee |
| <input type="checkbox"/> Council on Aging | <input type="checkbox"/> West Street Historic District Commission |
| <input checked="" type="checkbox"/> Cultural Council | <input type="checkbox"/> Zoning Board of Appeals |
| <input type="checkbox"/> Custodian of Soldiers' and Sailors' Graves | <input type="checkbox"/> Other _____ |

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

GENERAL INTEREST, BOOKKEEPING EXPERIENCE

525

RICHARD W. ROBBINS

42 Dudley St
Reading, MA 01867

OBJECTIVE

To be appointed to the Reading Housing Authority

EXPERIENCE

Reading Police Department

Reading, MA

- 2009-2015 *Lieutenant*
Executive Officer.
As second in command of the Department, the principal responsibilities included, but were not limited to, assisting the Chief of Police in the day-to-day operations and business of the Police Department, supervising police personnel in the performance of their official duties, maintaining discipline, providing and documenting training.
- Support Services Division Commander.
Supervised the following personnel: Safety Officer, Armorer/Fleet Maintenance Officer, Community Service Officer, Animal Control Officer and the Parking Enforcement Officer.
- 2007-2009 Criminal Division Commander.
Supervised 4 detectives, one of which was the Department's court prosecutor. Reviewed all arrest and criminal complaint reports to ensure all elements of the crime charged were met prior to going to court. Reviewed all other reports to determine if a detective follow up was required. Coordinated all major crime investigations working with State and Federal agencies as needed. Conducted Internal Affairs investigations of officers who had complaints made against them in the course of their job performance. Evidence maintenance and control. Registered local sex offenders. Police liaison with Reading Elder Services and Reading Housing Authority.
- 1997-2007 Night Shift Division Commander. Supervised 4 night sergeants, 11 patrolmen and 15 Public Safety Dispatchers. Revamped hiring process for Public Safety Dispatchers. Emergency medical services coordinator for police officers and dispatchers. Police liaison with the fire department. Maintained the cellblock area. Continued my involvement in crime prevention activities, Department representative for the Criminal Justice Information System (CJIS) and in-house computer training including cruiser laptops. Implemented the FBI's new NIBRS (National Incident Based Reporting System) that replaced the UCR (Uniform Crime Report) system.
- 1986-1997 *Sergeant*
Supervised night officers and dispatchers on the midnight to 8:00AM and the 4:00PM to midnight shifts. Whenever acting as the Officer in Charge, reviewed all submitted arrest and incident reports ensuring accuracy and that all legal and proper procedures were followed. Assumed responsibility for maintaining personnel training for the Criminal Justice Information System (CJIS). I continued crime prevention programs through community lectures, the Citizen Police Academy and organized an annual motor vehicle glass etching program to help deter car thefts. Served as police liaison with the Eaton and Birch Meadow elementary schools. Designed

527

and implemented the Town's TRIAD program for senior citizens. Started the Department's recycling program.

Patrolman

1983-1986 In addition to providing patrol and enforcement duties, appointed the Department's Crime Prevention Officer. State certified as a rape investigator, motor vehicle accident investigator and infrared breath test operator. Provided CPR and first aid training to Department personnel prior to the Municipal Police Training Council's providing this training at its yearly In Service training

1981-1983 Bay State Ambulance & Hospital Rental, Inc. Malden, MA

Supervisory Coordinator

Coordinated five Division Supervisors in ten offices throughout Massachusetts for a company of 150 employees and forty-five ambulances. Ensured all employees and vehicles met State requirements under M.G.L. Chapter 111C. Initiated a revision of the service's policy and procedure handbook. Improved and standardized the purchasing system for supplies and materials. Researched bids for new service contracts.

1980-1981 Massachusetts Dept of Public Health-Ambulance Regulations Boston, MA

Public Health Facility Surveyor

Conducted licensing, spot inspections and follow up evaluations on municipal and private ambulance services on the South Shore and Cape Cod. Investigated complaints of inadequate or inappropriate ambulance care.

1978-1980 Bay State Ambulance & Hospital Rental, Inc. Malden, MA

Emergency Medical Technician

Provided emergency medical care and transportation as well as non-emergency transfers for routine medical appointments.

ACCOMPLISHMENTS

1997 Top candidate in Chief's Assessment Center following Chief Marchand's retirement

2007 Assigned the challenging task of ensuring the Department maintained the 155 State mandated standards that resulted in the Department's successful first Re-Certification

EDUCATION

1996 Anna Maria College Paxton, MA
Master of Arts: Criminal Justice

1974 St Joseph's College Philadelphia, PA
Bachelor of Science: Psychology



Reading Housing Authority

22 Frank D. Tanner Drive Reading, MA 01867-2399 (781) 944-6755

2015 JUN -8 AM 10: 21

June 5, 2015

Board of Selectmen
Town of Reading
16 Lowell Street
Reading, MA 01867

Re: Appointment of RHA Board Member

Dear Chairman Ensminger,

It is my pleasure to support Reading resident and former Reading Police Officer Richard Robbins who would like the opportunity to fill the upcoming vacancy on the Reading Housing Authority's Board of Commissioners. This position became open with the resignation of our long term member, Karen Flammia, whose term expires June 30, 2015.

Mr. Robbins is a long time resident dedicated to the best interests of Reading. Prior to his retirement from the Town of Reading and since the beginning of my own tenure at this agency, he was assigned as the liaison between the housing authority and the police department. That relationship afforded him the opportunity to not only know RHA staff along with operational policies but extend a helping hand with residents when asked. He has always addressed any concerns I may have had about any potential issues within the developments or requests for guidance with the upmost discretion.

I believe he would continue to exhibit a consistent and dedicated approach to addressing the overall needs associated with affordable housing and the administration of housing programs. The appointment of Mr. Robbins to our Board of Commissioners will provide an invaluable resource and will provide continued stability in this transition.

The Housing Authority thanks you for your consideration of this appointment. Please do not hesitate to contact me directly if you have any further questions.

Respectfully,

Lyn E. Whyte
Executive Director

cc: RHA Board Members
Richard Robbins

本通知很重要。請將之譯成中文。
DÂY LÀ MỘT BẢN THÔNG CÁO QUAN TRỌNG
XIN VUI LÒNG CHO DỊCH LẠI THÔNG CÁO NÀY
នេះគឺជាជំនាញសំខាន់ សូមបោះពុម្ពបកប្រែផង
This is an important notice. Please have it translated.
Ceci est important. Veuillez faire traduire.
Este es un aviso importante. Sirvase mandarlo traducir.
Este é um aviso importante. Queira mandá-lo traduzir.

5e29



Town of Reading
16 Lowell Street
Reading MA 01867

RECEIVED
TOWN CLERK
READING, MASS.

Town Clerk
781-942-9050

2015 JUN 10 P 4:01
fax: 781-942-9070
website: www.readingma.gov

**Application for Appointment to
Boards, Committees and Commissions**

Name: FORD DANIEL B Date: 6-10-15
(Last) (First) (Middle)

Address: 165 SALEM STREET

Phone (Home): 781-389-2612 Phone (Work): _____

Which number should be listed? 781-389-2612

Occupation: Project Manager HVAC Number of years in Reading: 33

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 number 1 being your first priority. (Please attach a resume if available)

- | | |
|---|---|
| <input type="checkbox"/> Animal Control Appeals Committee | <input type="checkbox"/> Fall Street Faire Committee |
| <input type="checkbox"/> Audit Committee | <input type="checkbox"/> Finance Committee |
| <input type="checkbox"/> Board of Appeals | <input type="checkbox"/> Historical Commission |
| <input type="checkbox"/> Board of Cemetery Trustees | <input type="checkbox"/> Housing Authority |
| <input type="checkbox"/> Board of Health | <input type="checkbox"/> Human Relations Advisory Committee |
| <input type="checkbox"/> Board of Registrars | <input type="checkbox"/> MBTA Advisory Committee |
| <input type="checkbox"/> Bylaw Committee | <input type="checkbox"/> Metropolitan Area Planning Council |
| <input type="checkbox"/> Celebration Committee | <input type="checkbox"/> Mystic Valley Elder Services |
| <input type="checkbox"/> Climate Advisory Committee | <input type="checkbox"/> Permanent Building Committee |
| <input type="checkbox"/> Commissioner of Trust Funds | <input type="checkbox"/> RCTV Board of Directors |
| <input type="checkbox"/> Community Planning and Development | <input type="checkbox"/> Recreation Committee |
| <input type="checkbox"/> Conservation Commission | <input type="checkbox"/> RMLD Citizens Advisory Board |
| <input type="checkbox"/> Constable | <input checked="" type="checkbox"/> Town Forest Committee |
| <input type="checkbox"/> Contributory Retirement Board | <input type="checkbox"/> Trails Committee |
| <input type="checkbox"/> Council on Aging | <input type="checkbox"/> West Street Historic District Commission |
| <input type="checkbox"/> Cultural Council | <input type="checkbox"/> Zoning Board of Appeals |
| <input type="checkbox"/> Custodian of Soldiers' and Sailors' Graves | <input type="checkbox"/> Other _____ |
| <input type="checkbox"/> Economic Development Committee | |

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

AVID OUTDOORS MAN
HAVE TREE KNOWLEDGE

5e30



Town of Reading
16 Lowell Street
Reading MA 01867

RECEIVED
TOWN CLERK
READING, MASS.

Town Clerk
781-942-9050

2015 MAY 19 P 6 FAX: 781-942-9070
website: www.readingma.gov

**Application for Appointment to
Boards, Committees and Commissions**

Name: Bourque Michael A Date: _____
(Last) (First) (Middle)

Address: 76 John St.

Phone (Home): _____ Phone (Work): 781-910-4735

Which number should be listed? work

Occupation: Service Manager car dealership Number of years in Reading: 28

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 number 1 being your first priority. (Please attach a resume if available)

- | | |
|---|---|
| <input type="checkbox"/> Animal Control Appeals Committee | <input type="checkbox"/> Fall Street Faire Committee |
| <input type="checkbox"/> Audit Committee | <input type="checkbox"/> Finance Committee |
| <input type="checkbox"/> Board of Appeals | <input type="checkbox"/> Historical Commission |
| <input type="checkbox"/> Board of Cemetery Trustees | <input type="checkbox"/> Housing Authority |
| <input type="checkbox"/> Board of Health | <input type="checkbox"/> Human Relations Advisory Committee |
| <input type="checkbox"/> Board of Registrars | <input type="checkbox"/> MBTA Advisory Committee |
| <input type="checkbox"/> Bylaw Committee | <input type="checkbox"/> Metropolitan Area Planning Council |
| <input type="checkbox"/> Celebration Committee | <input type="checkbox"/> Mystic Valley Elder Services |
| <input type="checkbox"/> Climate Advisory Committee | <input type="checkbox"/> Permanent Building Committee |
| <input type="checkbox"/> Commissioner of Trust Funds | <input type="checkbox"/> RCTV Board of Directors |
| <input type="checkbox"/> Community Planning and Development | <input type="checkbox"/> Recreation Committee |
| <input type="checkbox"/> Conservation Commission | <input type="checkbox"/> RMLD Citizens Advisory Board |
| <input type="checkbox"/> Constable | <input checked="" type="checkbox"/> Town Forest Committee |
| <input type="checkbox"/> Contributory Retirement Board | <input type="checkbox"/> Trails Committee |
| <input type="checkbox"/> Council on Aging | <input type="checkbox"/> West Street Historic District Commission |
| <input type="checkbox"/> Cultural Council | <input type="checkbox"/> Zoning Board of Appeals |
| <input type="checkbox"/> Custodian of Soldiers' and Sailors' Graves | <input type="checkbox"/> Other _____ |
| <input type="checkbox"/> Economic Development Committee | |

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

Have been using the town forest since I moved in town in 1988. I have been camping in the forest with Boy Scouts for the last 19 years as well as working on many projects for trail build and bridge construction in the forest over that time. Was heavily involved as a concerned citizen over the last few years to compose the new Town Forest Rules.

5e31

LEGAL NOTICE.



TOWN OF READING

To the Inhabitants of the
Town of Reading:

Please take notice that the Board of Selectmen of the Town of Reading will hold a public hearing on June 23, 2015 at 8:30 p.m. in the Selectmen's Meeting Room, 16 Lowell Street, Reading, Massachusetts on the transfer of an all alcohol package store liquor license from Athens Liquors Inc. d/b/a Square Liquors to Raksha Inc. at 13 High Street.

A copy of the proposed document regarding this topic is available in the Town Manager's office, 16 Lowell Street, Reading, MA, M-W-Thurs from 7:30 a.m. - 5:30 p.m., Tues from 7:30 a.m. - 7:00 p.m. and is attached to the hearing notice on the website

www.readingma.gov

All interested parties are invited to attend the hearing, or may submit their comments in writing or by email prior to 6:00 p.m. on June 23, 2015

townmanager@ci.reading.ma.us

By order of
Robert W. LeLachur
Town Manager

6.1.15

5F1



READING POLICE DEPARTMENT

15 Union Street • Reading, Massachusetts 01867

Emergency Only: 911 • All Other Calls: (781) 944-1212 • Fax: (781) 944-2893

Web: www.ci.reading.ma.us/police/

EXECUTIVE SUMMARY

Transfer of Retail Alcoholic Beverages License and Change in Manger– Raksha Inc. d/b/a Square Liquors

June 02, 2015

Chief James Cormier
Reading Police Department
15 Union Street
Reading, MA 01867

Chief Cormier
6/5/2015

Chief Cormier,

As directed by your Office and in accordance with Reading Police Department Policy and Procedures, I have placed together an executive summary of the application for a Transfer of Retail Alcoholic Beverage License and Change of Manager Application for the Liquor License #101600011.

The location of this license is 13 High Street (dba "Square Liquors"). The current licensee is Athens Liquors Inc., and the proposed transferee is Raksha Inc. This application will be going before the Board of Selectmen at their meeting on June 23, 2015.

President, Secretary, Treasurer, Stockholders and Manager:

- 1) President, Secretary, Treasurer, Stockholders: Raksha Patel
- 2) Manger: Raksha Patel

Ownership Interests:

- 1) Raksha Patel-100% stock ownership

Criminal History:

- Board of Probation checks and In-house history checks were run on the person listed above under Stockholder, President, Secretary, Treasurer and Manager.
 - Raksha Patel has not been convicted of violating any Massachusetts state laws.
 - We have no in-house involvement with the above named person.

5F2

Liquor License History:

- The above named person, who has a direct or indirect beneficial interest in this license, has never held a direct or indirect, beneficial or financial interest in a license to sell alcoholic beverages.

Respectfully Submitted,



Lt. Det. Richard Abate

Criminal Division Commander

5F3



The Commonwealth of Massachusetts
 Alcoholic Beverages Control Commission
 239 Causeway Street
 Boston, MA 02114
www.mass.gov/abcc

Print Form

RETAIL ALCOHOLIC BEVERAGES LICENSE APPLICATION
 MONETARY TRANSMITTAL FORM

APPLICATION SHOULD BE COMPLETED ON-LINE, PRINTED, SIGNED, AND SUBMITTED TO THE LOCAL LICENSING AUTHORITY.

ECRT CODE: RETA

CHECK PAYABLE TO ABCC OR COMMONWEALTH OF MA: \$200.00

(CHECK MUST DENOTE THE NAME OF THE LICENSEE CORPORATION, LLC, PARTNERSHIP, OR INDIVIDUAL)

CHECK NUMBER

IF USED EPAY, CONFIRMATION NUMBER

A.B.C.C. LICENSE NUMBER (IF AN EXISTING LICENSEE, CAN BE OBTAINED FROM THE CITY)

LICENSEE NAME

ADDRESS

CITY/TOWN

STATE

ZIP CODE

TRANSACTION TYPE (Please check all relevant transactions):

- | | | | |
|--|---|---|---|
| <input type="checkbox"/> Alteration of Licensed Premises | <input type="checkbox"/> Cordials/Liqueurs Permit | <input type="checkbox"/> New Officer/Director | <input checked="" type="checkbox"/> Transfer of License |
| <input type="checkbox"/> Change Corporate Name | <input type="checkbox"/> Issuance of Stock | <input type="checkbox"/> New Stockholder | <input type="checkbox"/> Transfer of Stock |
| <input type="checkbox"/> Change of License Type | <input type="checkbox"/> Management/Operating Agreement | <input type="checkbox"/> Pledge of Stock | <input type="checkbox"/> Wine & Malt to All Alcohol |
| <input type="checkbox"/> Change of Location | <input type="checkbox"/> More than (3) \$15 | <input type="checkbox"/> Pledge of License | <input type="checkbox"/> 6-Day to 7-Day License |
| <input checked="" type="checkbox"/> Change of Manager | <input type="checkbox"/> New License | <input type="checkbox"/> Seasonal to Annual | |
| <input type="checkbox"/> Other | <input type="text"/> | | |

THE LOCAL LICENSING AUTHORITY MUST MAIL THIS TRANSMITTAL FORM ALONG WITH THE CHECK, COMPLETED APPLICATION, AND SUPPORTING DOCUMENTS TO:

ALCOHOLIC BEVERAGES CONTROL COMMISSION
 P. O. BOX 3396
 BOSTON, MA 02241-3396

5FY
 RP



The Commonwealth of Massachusetts
Secretary of the Commonwealth
State House, Boston, Massachusetts 02133

William Francis Galvin
Secretary of the
Commonwealth

May 18, 2015

TO WHOM IT MAY CONCERN:

I hereby certify that according to the records of this office,

ATHENS LIQUORS INC.

is a domestic corporation organized on **April 21, 1992**, under the General Laws of the Commonwealth of Massachusetts.

I further certify that there are no proceedings presently pending under the Massachusetts General Laws Chapter 156D section 14.21 for said corporation's dissolution; that articles of dissolution have not been filed by said corporation; that, said corporation has filed all annual reports, and paid all fees with respect to such reports, and so far as appears of record said corporation has legal existence and is in good standing with this office.



In testimony of which,
I have hereunto affixed the
Great Seal of the Commonwealth
on the date first above written.

William Francis Galvin

Secretary of the Commonwealth

Processed By: sam

SF5



**Commonwealth of Massachusetts
Alcoholic Beverages Control Commission
239 Causeway Street, First Floor
Boston, MA 02114**

**PETITION FOR TRANSFER OF OWNERSHIP, TRANSFER OF STOCK, NEW OFFICER(S),
DIRECTOR(S), STOCKHOLDER(S) AND LLC MANAGER(S)**

101600011

ABCC License Number

Reading

City/Town

The licensee A. Athens Liquors INC and the proposed transferee B. Raksha Inc respectfully petition the Licensing Authorities to approve the following transfer of ownership. Any Corporation, LLC or Association, Partnership, Individual, Sole Proprietor Listed in box (A.) must submit a certificate of good standing from the Massachusetts Department of Revenue (DOR).

Is the PRESENT licensee a Corporation/LLC listed in box (A.), duly registered under the laws of the Commonwealth of Massachusetts?

Yes No If YES, please list the officers, directors and stockholders, their residences, and shares owned by each.

Name	Title	Address	Stock or % Owned
Chris Shomos	Pres. Secretary, Director	28 Abbot Rd, North Reading, MA 01864	50
James Burns	Treasurer, Director	13 Broadway, Somerville, MA 02145	50

Is the PROPOSED transferee a Corporation/LLC listed in box (B.), duly registered under the laws of the Commonwealth of Massachusetts?

Yes No

TO: (Place an * before the name of each DIRECTOR/LLC Manager.)

Name	Title	Address	Stock or % Owned
*Raksha Patel	Pres. Secretary, Treasurer	12 Benjamin Lane, Reading, MA 01867	100

The above named proposed transferee hereby joins in this petition for transfer of said license.

SIGNATURE OF LAST-APPROVED LICENSEE:
(If a Corporation/LLC, by its authorized representative)

Date Signed 5/6/15

SIGNATURE OF PROPOSED TRANSFEREE:

586

APPLICATION FOR RETAIL ALCOHOLIC BEVERAGE LICENSE

City/Town

Reading

1. LICENSEE INFORMATION:

A. Legal Name/Entity of Applicant:(Corporation, LLC or Individual) Raksha Inc.

B. Business Name (if different) : Square Liquors

C. Manager of Record: Raksha Patel

D. ABCC License Number (for existing licenses only) : 101600011

E. Address of Licensed Premises: 13 High Street

City/Town: Reading

State: MA

Zip: 01867

F. Business Phone: 781.942.9965

G. Cell Phone: 781-439-4296

H. Email:

I. Website:

J. Mailing address (if different from E.):

City/Town:

State:

Zip:

2. TRANSACTION:

- New License
- New Officer/Director
- Transfer of Stock
- Issuance of Stock
- Pledge of Stock
- Transfer of License
- New Stockholder
- Management/Operating Agreement
- Pledge of License

The following transactions must be processed as new licenses:

- Seasonal to Annual
- (6) Day to (7)-Day License
- Wine & Malt to All Alcohol

IMPORTANT ATTACHMENTS (1): The applicant must attach a vote of the entity authorizing all requested transactions, including the appointment of a Manager of Record or principal representative.

3. TYPE OF LICENSE:

- §12 Restaurant
- §12 Hotel
- §12 Club
- §12 Veterans Club
- §12 Continuing Care Retirement Community
- §12 General On-Premises
- §12 Tavern (No Sundays)
- §15 Package Store

4. LICENSE CATEGORY:

- All Alcoholic Beverages
- Wine & Malt Beverages Only
- Wine or Malt Only
- Wine & Malt Beverages with Cordials/Liqueurs Permit

5. LICENSE CLASS:

- Annual
- Seasonal

5F7

28

6. CONTACT PERSON CONCERNING THIS APPLICATION (ATTORNEY IF APPLICABLE)

NAME: Howard J Rock
ADDRESS: 465 Waverley Oaks Rd, Suite 302
CITY/TOWN: Waltham STATE: MA ZIP CODE: 02452
CONTACT PHONE NUMBER: 781-891-3500 FAX NUMBER: 781-891-6650
EMAIL: howard@hrocklaw.com

7. DESCRIPTION OF PREMISES:

Please provide a complete description of the premises to be licensed. Please note that this must be identical to the description on the Form 43.

1550 square feet area of of retain space located on the first floor.

Total Square Footage: 1550 Number of Entrances: 1 Number of Exits: 2
Occupancy Number: Seating Capacity:

IMPORTANT ATTACHMENTS (2): The applicant must attach a floor plan with dimensions and square footage for each floor & room.

8. OCCUPANCY OF PREMISES:

By what right does the applicant have possession and/or legal occupancy of the premises? Final Lease

IMPORTANT ATTACHMENTS (3): The applicant must submit a copy of the final lease or documents evidencing a legal right to occupy the premises.

Other:

Landlord is a(n): Trust Other:

Name: Donald Scribner, Trustee of Mass Redemption Trust Phone: 781.944.1144

Address: 15 High Street City/Town: Reading State: MA Zip: 01867

Initial Lease Term: Beginning Date TBD Ending Date

Renewal Term: Options/Extensions at: Years Each

Rent: Per Year Rent: Per Month

Do the terms of the lease or other arrangement require payments to the Landlord based on a percentage of the alcohol sales?

Yes No

IMPORTANT ATTACHMENTS(4):

- 1. If yes, the Landlord is deemed a person or entity with a financial or beneficial interest in this license. Each individual with an ownership interest with the Landlord must be disclosed in §10 and must submit a completed Personal Information Form attached to this application.
- 2. Entity formation documents for the Landlord entity must accompany the application to confirm the individuals disclosed.
- 3. If the principals of the applicant corporation or LLC have created a separate corporation or LLC to hold the real estate, the applicant must still provide a lease between the two entities.

5FB R.P

9. LICENSE STRUCTURE:

The Applicant is a(n):

Corporation

Other :

If the applicant is a Corporation or LLC, complete the following:

Date of Incorporation/Organization:

04/21/2015

State of Incorporation/Organization:

MA

Is the Corporation publicly traded?

Yes No

10. INTERESTS IN THIS LICENSE:

List all individuals involved in the entity (e.g. corporate stockholders, directors, officers and LLC members and managers) and any person or entity with a direct or indirect, beneficial or financial interest in this license (e.g. landlord with a percentage rent based on alcohol sales).

IMPORTANT ATTACHMENTS (5):

A. All individuals or entities listed below are required to complete a Personal Information Form.

B. All shareholders, LLC members or other individuals with any ownership in this license must complete a CORI Release Form.

Name	All Titles and Positions	Specific # of Stock or % Owned	Other Beneficial Interest
Raksha Patel	Pres. Treas. Sec. Director	100	

*If additional space is needed, please use last page.

11. EXISTING INTEREST IN OTHER LICENSES:

Does any individual listed in §10 have any direct or indirect, beneficial or financial interest in any other license to sell alcoholic beverages? Yes No If yes, list said interest below:

Name	License Type	Licensee Name & Address
	Please Select	

*If additional space is needed, please use last page.

SF9 R.P.

12. PREVIOUSLY HELD INTERESTS IN OTHER LICENSES:

Has any individual listed in §10 who has a direct or indirect beneficial interest in this license ever held a direct or indirect, beneficial or financial interest in a license to sell alcoholic beverages, which is not presently held? Yes No If yes, list said interest below:

Name	Licensee Name & Address	Date	Reason Terminated
	NONE		Please Select
			Please Select
			Please Select

13. DISCLOSURE OF LICENSE DISCIPLINARY ACTION:

Have any of the disclosed licenses to sell alcoholic beverages listed in §11 and/or §12 ever been suspended, revoked or cancelled? Yes No If yes, list said interest below:

Date	License	Reason of Suspension, Revocation or Cancellation
	N/A	

14. CITIZENSHIP AND RESIDENCY REQUIREMENTS FOR A (§15) PACKAGE STORE LICENSE ONLY :

A.) For Individual(s):

1. Are you a U.S. Citizen? Yes No
2. Are you a Massachusetts Residents? Yes No

B.) For Corporation(s) and LLC(s) :

1. Are all Directors/LLC Managers U.S. Citizens? Yes No
2. Are a majority of Directors/LLC Managers Massachusetts Residents? Yes No
3. Is the License Manager or Principal Representative a U.S. Citizen? Yes No

C.) Shareholder(s), Member(s), Director(s) and Officer(s):

- 1.. Are all Shareholders, Members, Directors, LLC Managers and Officers involved at least twenty-one (21) years old? Yes No

15. CITIZENSHIP AND RESIDENCY REQUIREMENTS FOR (§12) RESTAURANT, HOTEL, CLUB, GENERAL ON PREMISE, TAVERN, VETERANS CLUB LICENSE ONLY:

A.) For Individual(s):

1. Are you a U.S. Citizen? Yes No

B.) For Corporation(s) and LLC(s) :

1. Are a majority of Directors/LLC Managers **NOT** U.S. Citizen(s)? Yes No
2. Is the License Manager or Principal Representative a U.S. Citizen? Yes No

C.) Shareholder(s), Member(s), Director(s) and Officer(s):

- 1.. Are all Shareholders, Members, Directors, LLC Managers and Officers involved at least twenty-one (21) years old? Yes No

5/10/18

16. COSTS ASSOCIATED WITH LICENSE TRANSACTION:

A. Purchase Price for Real Property:	\$0.00
B. Purchase Price for Business Assets:	\$250,000.00
C. Costs of Renovations/Construction:	\$0.00
D. Initial Start-Up Costs:	\$5,000.00
E. Purchase Price for Inventory:	\$45,000.00
F. Other: (Specify)	\$0.00
G: TOTAL COST	\$300,000.00
H. TOTAL CASH	\$0.00
I. TOTAL AMOUNT FINANCED	\$300,000.00

IMPORTANT ATTACHMENTS (6): Submit any and all records, documents and affidavits including loan agreements that explain the source(s) of money for this transaction. Sources of cash must include a minimum of three (3) months of bank statements.

The amounts listed in subsections (H) and (I) must total the amount reflected in (G).

17. PROVIDE A DETAILED EXPLANATION OF THE FORM(S) AND SOURCE(S) OF FUNDING FOR THE COSTS IDENTIFIED ABOVE (INCLUDE LOANS, MORTGAGES, LINES OF CREDIT, NOTES, PERSONAL FUNDS, GIFTS):

Applicant has obtained a \$300,000.00 loan from the Reading Cooperative Bank. The loan is secured by the applicant's home. (see attached bank letter).
 Seller is granting a 1 year loan for the inventory (currently estimated to be \$45,000.00). See terms in the attached Buy and Sell Agreement.

*If additional space is needed, please use last page.

18. LIST EACH LENDER AND LOAN AMOUNT(S) FROM WHICH "TOTAL AMOUNT FINANCED" NOTED IN SUB-SECTIONS 16(I) WILL DERIVE:

Name	Dollar Amount	Type of Financing
Reading Cooperative Bank	\$300,000.00	Business Acquisition loan. See bank letter
Athens Liquors Inc	\$45,000.00	Inventory. See sales agreement

*If additional space is needed, please use last page.

B. Does any individual or entity listed in §19 as a source of financing have a direct or indirect, beneficial or financial interest in this license or any other license(s) granted under Chapter 138? Yes No

If yes, please describe:

5/11 2.8

19. PLEDGE: (i.e. COLLATERAL FOR A LOAN)

A.) Is the applicant seeking approval to pledge the license? Yes No

1. If yes, to whom:

2. Amount of Loan: 3. Interest Rate: 4. Length of Note:

5. Terms of Loan :

B.) If a corporation, is the applicant seeking approval to pledge any of the corporate stock? Yes No

1. If yes, to whom:

2. Number of Shares:

C.) Is the applicant pledging the inventory? Yes No

If yes, to whom:

IMPORTANT ATTACHMENTS (7): If you are applying for a pledge, submit the pledge agreement, the promissory note and a vote of the Corporation/LLC approving the pledge.

20. CONSTRUCTION OF PREMISES:

Are the premises being remodeled, redecorated or constructed in any way? If YES, please provide a description of the work being performed on the premises: Yes No

21. ANTICIPATED OPENING DATE:

**IF ALL OF THE INFORMATION AND
ATTACHMENTS ARE NOT COMPLETE
THE APPLICATION WILL BE
RETURNED**

SF12



The Commonwealth of Massachusetts
 Alcoholic Beverages Control Commission
 239 Causeway Street
 Boston, MA 02114
www.mass.gov/abcc

PERSONAL INFORMATION FORM

Each individual listed in Section 10 of this application must complete this form.

1. LICENSEE INFORMATION:

A. Legal Name of Licensee B. Business Name (dba)

C. Address D. ABCC License Number (If existing licensee)

E. City/Town State Zip Code

F. Phone Number of Premise G. EIN of License

2. PERSONAL INFORMATION:

A. Individual Name B. Home Phone Number

C. Address

D. City/Town State Zip Code

E. Social Security Number

F. Date of Birth

G. Place of Employment

3. BACKGROUND INFORMATION:

Have you ever been convicted of a state, federal or military crime? Yes No

If yes, as part of the application process, the individual must attach an affidavit as to any and all convictions. The affidavit must include the city and state where the charges occurred as well as the disposition of the convictions.

4. FINANCIAL INTEREST:

Provide a detailed description of your direct or indirect, beneficial or financial interest in this license.

IMPORTANT ATTACHMENTS (8): For all cash contributions, attach last (3) months of bank statements for the source(s) of this cash.
 *If additional space is needed, please use the last page

I hereby swear under the pains and penalties of perjury that the information I have provided in this application is true and accurate:

Signature Date

Title (If Corporation/LLC Representative) 5F14



The Commonwealth of Massachusetts
 Alcoholic Beverages Control Commission
 239 Causeway Street
 Boston, MA 02114
www.mass.gov/abcc

MANAGER APPLICATION

All proposed managers are required to complete a Personal Information Form, and attach a copy of the corporate vote authorizing this action and appointing a manager.

1. LICENSEE INFORMATION:

Legal Name of Licensee: Business Name (dba):

Address:

City/Town: State: Zip Code:

ABCC License Number: (If existing licensee) Phone Number of Premise:

2. MANAGER INFORMATION:

A. Name: B. Cell Phone Number:

C. List the number of hours per week you will spend on the licensed premises:

3. CITIZENSHIP INFORMATION:

A. Are you a U.S. Citizen: Yes No B. Date of Naturalization: C. Court of Naturalization:

(Submit proof of citizenship and/or naturalization such as U.S. Passport, Voter's Certificate, Birth Certificate or Naturalization Papers)

4. BACKGROUND INFORMATION:

A. Do you now, or have you ever, held any direct or indirect, beneficial or financial interest in a license to sell alcoholic beverages? Yes No

If yes, please describe:

B. Have you ever been the Manager of Record of a license to sell alcoholic beverages that has been suspended, revoked or cancelled? Yes No

If yes, please describe:

C. Have you ever been the Manager of Record of a license that was issued by this Commission? Yes No

If yes, please describe:

D. Please list your employment for the past ten years (Dates, Position, Employer, Address and Telephone):

I hereby swear under the pains and penalties of perjury that the information I have provided in this application is true and accurate:

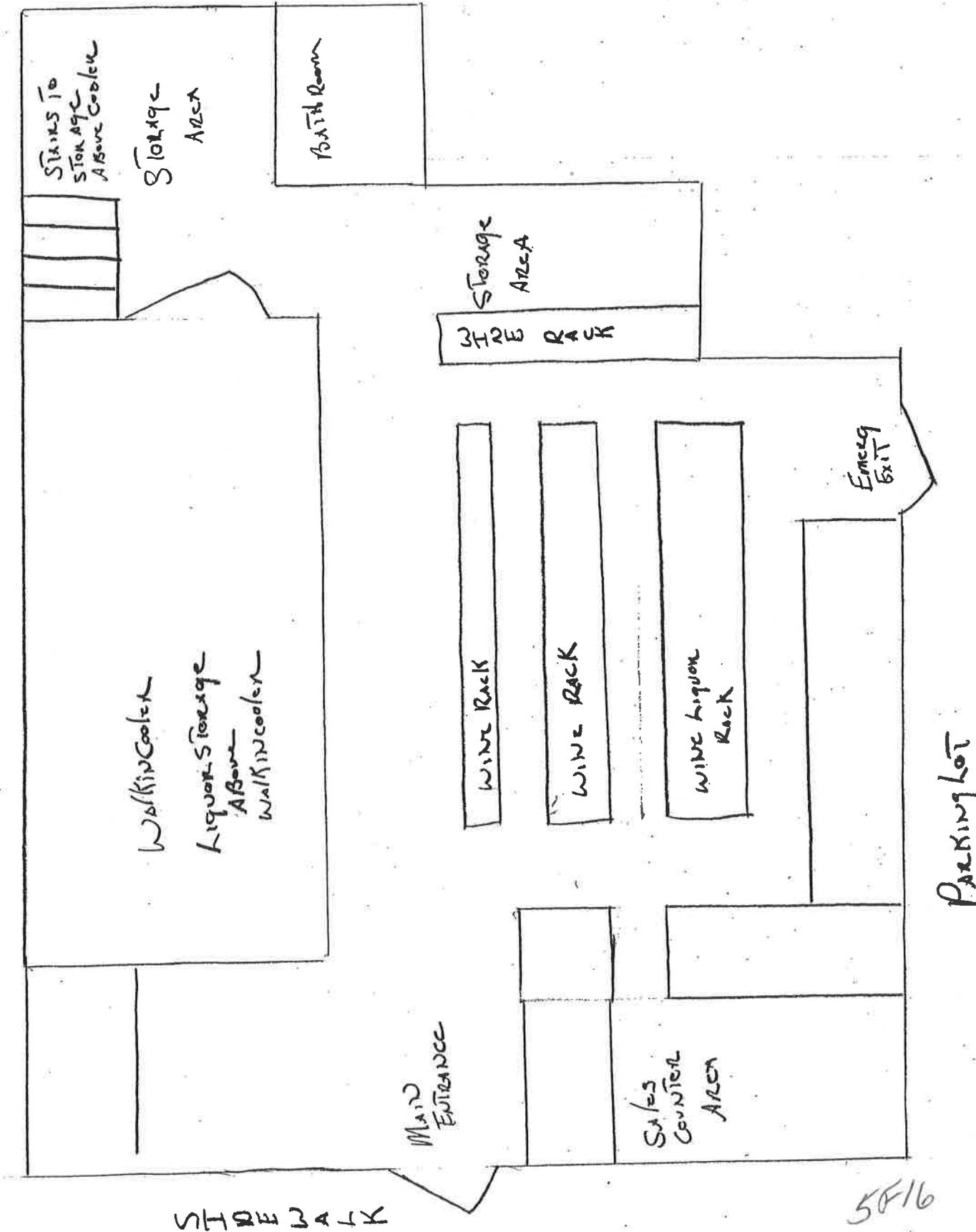
Signature Date

5/15

SQUARE LIQUORS

13 High Street
Reading, MA 01867

17819429965



5816

Square Liquors Serving Policy

Anyone appearing under the age of 40 will be asked for ID. If an ID can not be produced, there will be no sale.

Acceptable forms of ID

- 1. Valid Mass License**
- 2. Valid Mass Liquor ID**
- 3. Passport**
- 4. Active Military ID**

Anyone appearing under the influence will not be served.

If there are any questions, the manager will be notified, and have the final say.



The Commonwealth of Massachusetts
Secretary of the Commonwealth
State House, Boston, Massachusetts 02133

William Francis Galvin
Secretary of the
Commonwealth

Date: May 06, 2015

To Whom It May Concern :

I hereby certify that according to the records of this office,

RAKSHA INC

is a domestic corporation organized on **April 21, 2015** , under the General Laws of the Commonwealth of Massachusetts. I further certify that there are no proceedings presently pending under the Massachusetts General Laws Chapter 156D section 14.21 for said corporation's dissolution; that articles of dissolution have not been filed by said corporation; that, said corporation has filed all annual reports, and paid all fees with respect to such reports, and so far as appears of record said corporation has legal existence and is in good standing with this office.



In testimony of which,
I have hereunto affixed the
Great Seal of the Commonwealth
on the date first above written.

William Francis Galvin

Secretary of the Commonwealth

Certificate Number: 15053069560

Verify this Certificate at: <http://corp.sec.state.ma.us/CorpWeb/Certificates/Verify.aspx>

Processed by: tgr

5 F18

SPECIAL MEETING OF RAKSHA INC LLC

At a Special meeting of Raksha Inc held on Tuesday, May 5 2015 that it was duly voted:

1. that for the Purchase Price of \$250,000.00, Raksha Inc shall purchase the assets of Athens Liquors Inc d/b/a Square Liquors including the Package Store License;
2. to apply to the City of Reading for the transfer of the Package Store License to be exercised on the premises at 13 High Street, Reading, Massachusetts;
3. to authorize Raksha Patel to sign the application for the license in the name of Raksha Inc and to execute in it's behalf any necessary papers and to do all things required relative to the granting of the license;
4. to appoint Raksha Patel of Reading, Massachusetts as its manager or principal representative with as full authority and control of the Premises described in the license of Raksha Inc and of the conduct of all business therein relative to the alcoholic beverages as the license itself could in any way have and exercise if it were a natural person resident in Massachusetts and that a copy of this vote duly certified by the President/Treasurer of Raksha Inc and delivered to said manager or principal representative shall constitute the written authority required by Section 26, of GLM Chapter 138.



Raksha Patel, President/Treasurer

A True Copy

Attested Copy



Raksha Patel, Secretary



**The Commonwealth of Massachusetts
William Francis Galvin**

Minimum Fee: \$250.00

Secretary of the Commonwealth, Corporations Division
One Ashburton Place, 17th floor
Boston, MA 02108-1512
Telephone: (617) 727-9640

Articles of Organization

(General Laws, Chapter 156D, Section 2.02; 950 CMR 113.16)

Identification Number: *(number will be assigned)*

ARTICLE I

The exact name of the corporation is:

RAKSHA INC

ARTICLE II

Unless the articles of organization otherwise provide, all corporations formed pursuant to G.L. C156D have the purpose of engaging in any lawful business. Please specify if you want a more limited purpose:

ARTICLE III

State the total number of shares and par value, if any, of each class of stock that the corporation is authorized to issue. All corporations must authorize stock. If only one class or series is authorized, it is not necessary to specify any particular designation.

Class of Stock	Par Value Per Share Enter 0 if no Par	Total Authorized by Articles of Organization or Amendments		Total Issued and Outstanding Num of Shares
		Num of Shares	Total Par Value	
CNP	\$0.00000	10	\$0.00	1

G.L. C156D eliminates the concept of par value, however a corporation may specify par value in Article III. See G.L. C156D Section 6.21 and the comments thereto.

ARTICLE IV

If more than one class of stock is authorized, state a distinguishing designation for each class. Prior to the issuance of any shares of a class, if shares of another class are outstanding, the Business Entity must provide a description of the preferences, voting powers, qualifications, and special or relative rights or privileges of that class and of each other class of which shares are outstanding and of each series then established within any class.

ARTICLE V

The restrictions, if any, imposed by the Articles of Organization upon the transfer of shares of stock of any class are:

ARTICLE VI

Other lawful provisions, and if there are no provisions, this article may be left blank.

SF20

Note: The preceding six (6) articles are considered to be permanent and may be changed only by filing appropriate articles of amendment.

ARTICLE VII

The effective date of organization and time the articles were received for filing if the articles are not rejected within the time prescribed by law. If a *later* effective date is desired, specify such date, which may not be later than the *90th day* after the articles are received for filing.

Later Effective Date: Time:

ARTICLE VIII

The information contained in Article VIII is not a permanent part of the Articles of Organization.

a,b. The street address of the initial registered office of the corporation in the commonwealth and the name of the initial registered agent at the registered office:

Name: RAKSHA PATEL
 No. and Street:
 City or Town: READING State: MA Zip: 01867 Country: USA

c. The names and street addresses of the individuals who will serve as the initial directors, president, treasurer and secretary of the corporation (an address need not be specified if the business address of the officer or director is the same as the principal office location):

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
President	RAKSHA PATEL	12 BENJAMIN LANE READING, MA 01867 USA
Treasurer	RAKSHA PATEL	12 BENJAMIN LANE READING, MA 01867 USA
Secretary	RAKSHA PATEL	12 BENJAMIN LANE READING, MA 01867 USA
Director	RAKSHA PATEL	12 BENJAMIN LANE READING, MA 01867 USA

d. The fiscal year end (i.e., tax year) of the corporation:
 December

e. A brief description of the type of business in which the corporation intends to engage:

RETAIL SALE WINE AND LIQUOR STORE

f. The street address (*post office boxes are not acceptable*) of the principal office of the corporation:

No. and Street: 12 BENJAMIN LANE
 City or Town: READING State: MA Zip: 01867 Country: USA

g. Street address where the records of the corporation required to be kept in the Commonwealth are located (*post office boxes are not acceptable*):

No. and Street: 12 BENJAMIN LANE
 City or Town: READING State: MA Zip: 01867 Country: USA
 which is
 its principal office
 an office of its secretary/assistant secretary
 an office of its transfer agent
 its registered office

Filer's Contact Information

(Enter a contact name, mailing address, and email and/or phone number.)

Contact Name: RAKSHA PATEL

Business Name: RAKSHA INC

No. and Street: 12 BENJAMIN LANE

City or Town: READING

State: MA

Zip: 01867

Country: USA

Contact Phone: (781) 248-6186 ext:

Contact Email: kalpesh_patel@verizon.net

Please provide an email address to receive an expedited response from the Corporations Division.

If the filing is rejected for any reason, you will be contacted. If no email address is provided, correspondence from the Division will be sent by mail.

Signed this 21 Day of April, 2015 at 8:51:34 PM by the incorporator(s). (If an existing corporation is acting as incorporator, type in the exact name of the business entity, the state or other jurisdiction where it was incorporated, the name of the person signing on behalf of said business entity and the title he/she holds or other authority by which such action is taken.)

RAKSHA PATEL

Make Corrections

Accept

This certificate is hereby awarded to

Raksha Patel

for successfully completing the

Beverage Alcohol Training
program administered by the

Massachusetts Package Stores Association, Inc.

From: December 2, 2012 To: December 1, 2015



Raksha Patel
PRESIDENT

Jan A. Staples
BAT TRAINER

Massachusetts Package Stores Association, Inc.

Co-Sponsored By:

JIM BEAM BRANDS CO.

SF23

Raksha Patel

Reading MA 01867

Phone (Home): 781-944-0688

Phone (Mobile): 781-439-4296

Professional Summary:

Greet customers entering the store to ascertain each customers want or need. Answer questions regarding the store and products. Maintain knowledge of current sales and store promotions.

Skill Highlights:

- Cash management
- Store maintenance
- Inventory control
- Strong client relations
- Energetic work attitude

Education:

Accounting degree from P.D Lion College of Commerce in India

Work Experience:

1993 - 1995, Stockroom

1996 - Current, Manager

JK's Market, Reading MA

April 24, 2015

Board of Selectmen
Reading Town Hall
16 Lowell Street
Reading, MA 01867

Re: JK's Market
212 Main Street
Reading, MA 01867
Raksha Patel

To Whom It May Concern:

I have been requested to write a letter of recommendation for the aforementioned, Raksha Patel, Proprietor of JK's Market, 212 Main Street, Reading. Being a resident of Reading for the past 42 years I was more than happy to comply with her request.

I have known Raksha for many years and she is an outstanding resident and compassionate friend. She is a hardworking, honest, delightful lady always ready to help out the people of Reading with any donations of her time or money. She actively has donated money for the past 5 years to my Charity, The Fund for Autistic Children, Cancer Foundation and March of Dimes, and asks nothing in return. Raksha and her husband, Kalpesh reside in Reading with their two sons, and are an asset to the community.

I am more than happy to recommend her for your consideration.

Please feel free to contact me if any additional information is needed and I thank you for your time in reading this letter.

Sincerely,



Anita Marie Lalicata
252 South Street
Reading, MA 01867
781-838-2000 cell

5/25

Michael J. Jarjoura
4 Summit Drive, #315
Reading, MA 01867

April 22, 2015

Reading Board of Selectmen
Reading Town Hall
16 Lowell Street
Reading, MA 01867

Re: JK's Market, 212 Main Street, Reading, MA

To Whom It May Concern;

I am Michael Jarjoura, a resident of Reading MA for the last 11 years. Currently I am a retired Deputy Sheriff of Middlesex County.

I am writing on behalf of Rakshha Patel, the owner of JK's Market. I am a frequent customer and we have become friends during the last year.

Ms. Patel is a fine person and a very cheerful shop owner. She greets everyone who enters with a smile and her warm personality. Her business is an asset to the community. She is a very hard working and an honest business owner.

Thank you for your attention to my testimonial.

Sincerely yours,


Michael J. Jarjoura



2 Winthrop Avenue,



Reading, MA 01867

781-944-8972

April 14, 2015

Reading Board of Selectmen
Reading Town Hall
16 Lowell Street
Reading, Massachusetts 01867

Re: JK's Market, 212 Main Street,
Reading, Massachusetts 01867
Kalpesh & Rakshha Patel, Proprietors

To Who It May Concern:

My name is Joseph M. Quilty, I live at 2 Winthrop Avenue in Reading. I am a retired General Vice President of the Iron Workers International in Washington, DC. I have been a resident of Reading for the past 55 years. (Same Address).

I write you this day on behalf of Kalpesh & Rakshha Patel who currently own JK's Market, 212 Main Street, Reading, Massachusetts 01867. I have been going to JK's market for a long time. I go because Kalpesh & Rakshha Patel have become friends. They are honest, sincere and respectful. Everyone is greeted with a smile and a kind word. When you go into their store you are treated like you were family, I have nothing but praise for this hard working couple.

If I can be of any further service, please contact me.

Sincerely

Joseph M. Quilty

5F27



March 9, 2015

Raksha H. Patel

Reading MA 01867

Dear Raksha,

Reading Co-operative Bank (the "Lender") is very pleased to provide you with a preliminary outline of major terms and conditions for a Business Acquisition Loan. The proposed loan (the "Loan") will be secured by a second mortgage on the real property located and known as 12 Benjamin Lane, Reading, MA. This letter is for discussion purposes only and is not a commitment to lend.

Borrower(s): Raksha Patel, or a nominee acceptable to the Bank
The Operating Company to be acquired

Guarantor: Raksha Patel, if not direct Borrowers

Loan Amount: \$300,000

Loan Allocation: \$250,000 Business acquisition
\$ 50,000 Inventory and Supplies
\$300,000

Purpose: Acquire the business, its leasehold interest, and all business assets, including goodwill

Type: Business Acquisition Loan

Term: 7 years

Interest Rate: The interest rate will be fixed for the term of the loan at the Federal Home Loan Bank of Boston Seven (7) year amortizing advance rate plus 2.60%. The rate will be fixed upon the acceptance of a Bank Commitment.

Fee: \$950 Commitment fee, payable to the Bank and closing

Late Charge: Any payment not made within ten (10) days after its due date shall be subject to a late charge equal to five percent (5.00%) of the amount of such payment.



Default Rate: Upon any breach or default by Borrower of any term, condition, provision, warranty or representations made in the loan documents, the Bank at its option may make immediately due and payable all sums thereunder. The default rate is fifteen percent (15%).

Pre-Payment Penalty: A prepayment penalty of three percent (3%) shall be due and payable during year one and two if the loan is prepaid in whole, two percent (2%) during year three and four, and one percent (1%) during year five. ~~There is no prepayment penalty after the loan's sixth year anniversary.~~

Security: In order to secure the loan, the Borrower shall grant to the Bank the following:

- a. A second mortgage on the Borrower's fee simple interest in 12 Benjamin Lane, Reading, Massachusetts (the "Mortgaged Premises"). The Lender and its Counsel must approve the final legal description of the Mortgaged Premises.
- b. A first lien on all business assets of the Operating Company to be acquired.
- c. A collateral assignment of the lease entered into by the Operating Company, with a minimum lease term that meets or exceeds the maturity of the proposed loan.
- d. A collateral assignment of all licenses and permits held by the Operating Company, including any liquor licenses.

Special Conditions: Approval and closing of the loan is subject to receipt and acceptance by the Bank of the following:

- a. Receipt of an acceptable Appraisal Report on 12 Benjamin Lane
- b. Combined Loan-to-Value (CLTV), including any existing mortgages, cannot exceed seventy five percent (75%) of the "as-is" market value of the Mortgaged Premises;

Financial Covenants: Borrower will comply with the following conditions:

- a. Annual submission of Federal Income Tax Return from the Borrowers and Guarantor
- b. Annual submission of a Personal Financial Statement from the Guarantor
- c. Borrower will maintain a Debt Service Coverage Ratio of 1.25x, tested annually at the Borrowers fiscal year end.

General:

- a. The Bank may request an opinion from Borrower's legal counsel, in a form acceptable to Bank's counsel, regarding the zoning status of the Mortgaged Premises and the property to be leased by the Operating Company.
- b. The Bank may request an opinion of Borrower's legal counsel, in a form acceptable to Bank's counsel, regarding the Borrower's legal status, validity of Borrower's execution and delivery of the loan documents, existence of pending litigation or claims against Borrower or affecting the loan collateral of the project, ~~title to the Borrower's property and validity and binding effect of the~~ loan documents.
- c. All expenses, costs, fees (administrative fees, legal fees, appraisal fees, insurance fees, recording fees, and points) and any other out-of-pocket expenditure's incurred by the Bank in connection with processing this credit shall be the responsibility of the borrower, whether or not the loan closes.

Acceptance: If the above stated terms are acceptable to you, please so indicate by signing and returning to us this letter by February 13, 2015.

Raksha, thank you for giving Reading Co-operative Bank the opportunity to finance the acquisition of business in Reading. I look forward to working with you to bring this loan request to final commitment and closing. Please note, the actual terms and conditions upon which the Bank might extend credit is subject to satisfactory completion of our due diligence and approval by the Bank.

Please call me at 781-670-1579 with any questions you may have regarding the outlined terms and conditions. If the loan terms detailed herein are acceptable, please sign below and return this letter along with a check in the amount of \$500 to my attention. Said funds will be applied to third party costs/expenses associated with the proposed loan.

Sincerely,
Reading Co-operative Bank



Adam M. Winn
Vice President

PURCHASE AND SALE AGREEMENT

AGREEMENT made as of this 13th day of April, 2015, by and between Athens Liquors, Inc. d/b/a Square Liquors located at 11 High Street, Reading MA, a Massachusetts corporation (herein the "Corporation"), and Raksha Patel, of 12 Benjamin Lane, Reading, Middlesex County, Massachusetts, 01867 or her nominee (hereinafter the "Purchaser").

WHEREAS, the Corporation is engaged, and has for some time been engaged, in the ownership and operation of an all alcoholic beverage package store (the "Store"), located at 11 High Street, Reading, Massachusetts and is the owner of the license in connection with said business, and

WHEREAS, Seller desires to sell, transfer and convey, and to cause to be sold, transferred and conveyed, and the Purchaser desires to purchase and acquire, the goodwill, appliance, equipment, personal property and liquor license owned by the corporation pertaining to the operation of the business upon the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the mutual promises herein made, and the mutual benefits to be derived from this Agreement, the parties do represent, warrant and agree as follows:

SECTION I

CORPORATION'S ASSETS SOLD

The Corporation will sell to the Purchaser the following assets:

- (a) The alcoholic beverage Retail Package Goods Store license issued by the Town of Reading for the operation of the Store. (the "License");
- (b) Goodwill, equipment, appliances, personal property and intangibles listed in Exhibit "A" attached hereto and incorporated by reference
- (c) Inventory of alcohol, beer and wine is to be assessed separately. On the day of performance, Seller and Purchaser shall agree upon what inventory is of good quality and Purchaser agrees to pay the wholesale price to the Seller. Seller agrees to accept a non interest bearing note from the Purchaser for the agreed upon inventory amount, payable one (1) year from the date of sale. Purchaser shall make twelve equal payments commencing thirty (30) days after the date of sale..

SECTION II

PROPERTY OF THE CORPORATION NOT BEING SOLD

The Corporation will sell only those assets listed in Section I. Certain specific assets and liabilities will be retained by the Corporation and the Sellers as follows:

[Handwritten signatures and initials]
R.P.
SF31

(a) Accounts Receivable. All Accounts Receivable as of and prior to the date of closing, will be retained by the Corporation. At the closing the Seller will present a list of outstanding receivables which will represent all amounts due to the Corporation from customers at the time of sale, those receivables being the "Seller's Receivables". Purchaser will cooperate fully in all efforts to collect the Seller's Receivables. All of Seller's accounts receivable will be forwarded and or paid over to Seller as such payments are received by the Purchaser. If payments are received by the Purchaser from customers who are part of Seller's Receivables, the payments will be applied to the then oldest outstanding invoices from that customer. The Corporation and Seller will continue to be liable for expenses, including legal fees, for collection of Seller's Receivables and will pay those expenses out of the Corporate bank accounts retained by Corporation, or if insufficient, Seller's own funds. Notwithstanding the foregoing, Purchaser shall have no liability to Seller for receivables that are not collected and/or shall not be a guarantor of any such payments being made. (b) Retained Assets & Items Not Included. Other items which are to be retained by the Corporation and are not being sold hereunder are: cash, cash equivalents, bank accounts which belong to the Corporation, investments, accounts receivables, life insurance policies, loans receivable by the Corporation, and such other personal items, if any, as may be contained on an additional written list agreed upon by the parties. At no time will the Purchaser, or any party other than the Sellers, has signature power over or access to the bank accounts which belong to the Corporation. The Sellers shall remain responsible to pay the obligations of the corporation that arose prior to the date of closing.

SECTION III

PAYABLES AND EXPENSES ALLOCATED BETWEEN THE PARTIES

Accounts Payable and Expenses. Seller shall utilize the proceeds from the sale hereunder to pay all outstanding expenses accrued prior to the date of closing including accounts payable and trade accounts. Seller shall not be entitled to use the proceeds of the sale, however, to pay for its outstanding taxes and unemployment compensation/worker's compensation and Fair Share obligations and payments owed to the Department of Revenue and/or the Department of Unemployment Assistance of the Commonwealth of Massachusetts (the, DOR and DUA," collectively) or for any federal taxes owed. Rather any and all such DOR and DUA debt and obligations or any Federal taxes owed shall be paid-in-full by Seller prior to the Closing here, as a specific condition of the Closing.

SECTION IV

TRANSFER OF ASSETS AND CONSIDERATION

Subject to the terms and conditions hereof, and upon the representations and warranties herein made by each party to the other and in exchange for Sellers' transfer and sale of the assets and License described above in Section I, Purchaser will pay Two Hundred Fifty Thousand Dollars (\$250,000.00).

JTB

R.P

CS 5F32

The parties acknowledge that the Purchaser has paid a deposit in the amount of Five Thousand Dollars (\$5,000.00) which deposit shall be held **in a non-interest bearing escrow account by Howard J Rock, Esq. counsel for Purchaser** as escrow agent subject to the terms of this Agreement and shall be duly accounted for at the time for performance of this Agreement. In the event of any disagreement between the Parties, the escrow agent shall retain all deposits made under this Agreement pending written instructions mutually given by the SELLER and the BUYER or a court of competent jurisdiction.

SECTION V

FEES, COSTS AND EXPENSES

Each party shall be responsible for the payment of all fees, costs and expenses incurred by it in connection with the contemplated Closing and shall not be liable to any other party for the payment of such fees, costs and expenses. Both parties represent and warrant that no broker is due a commission and hereby agree to indemnify each other for other brokers claiming through them.

SECTION VI

REPRESENTATIONS AND WARRANTIES OF SELLER

The Seller and Corporation represent, warrant and agree, as of the date of this Agreement, and as of the date fixed for the closing of this sale, as follows:

(a) Corporate

(i) The Corporation is duly organized Massachusetts corporations and is in good standing under the laws of the Commonwealth of Massachusetts, with no State or Federal tax liens outstanding against any of their property.

(ii) The Corporation has the power to own its property and to carry on its business, as and where such business is so conducted.

(iii) The Corporation has the power to sell, assign, transfer, convey and deliver the assets being sold under this Agreement.

(iv) The Corporation holds a valid all alcoholic retail package goods store license, which has not been suspended or revoked. Seller has paid all license fees to the Licensing Board in connection with its License for the year 2015.

(v) The Corporation has paid all social security, withholding, sales and unemployment insurance taxes to the city, state and federal government to date.

(vi) The Corporation has entered into no other contract or agreement to sell or mortgage, except those currently on record at the Middlesex Registry of Deeds, its business, or any portion thereof.

(vii) The Corporation has entered into no contracts relating to their business, except in the ordinary course of business and as otherwise specifically set forth herein.

(viii) The financial statements/tax returns provided to Purchaser are true and correct historic financial data representing actual results of operations for periods reported.

JHR
P.L.
5F33

- (ix) There is no provision in the Articles, Trust Agreements or the By-Laws of the Corporation or in any indenture, contract or agreement to which they are a party, which prohibits the execution, delivery or performance of this Agreement.
- (xi) There are no outstanding violations or proceedings pending against the Corporation nor has the Corporation received any notices or service thereof other than those disclosed herein or in the document incorporated by reference
- (xii) The Corporation is in good standing at the Licensing Authority for the Town of Reading and the Alcoholic Beverages Control Commission **and is not on any delinquency list**, and there are no outstanding violations or proceedings pending against it with respect to said License.
-

(b) Title to Personal Property

- i) Except as herein disclosed, the Corporation now has, and on the closing date will have good and marketable title to all personal property included in Seller's assets, free and clear of all liens, pledges, security interest, charges or encumbrances of any nature whatsoever, including but not limited to unemployment compensation, tax and alcoholic beverages wholesaler liabilities
- (ii) The Corporation hereby represents and covenants as follows:
- (iii) That no notice or communication has been received by Seller from any public authority that there exists with respect to the premises, any condition which violates any municipal, state or federal law, rule or regulation which has not heretofore been rectified.

(iv) The Purchaser shall have the right to purchase the premises notwithstanding that one or more of the conditions or Seller's warranties, representations and covenants herein shall not have been fulfilled or satisfied.

(v) Authorization of Agreement. The execution, delivery and performance of this Agreement by the Seller has been duly, validly and unanimously authorized and approved by it and this Agreement is a binding and enforceable agreement of the Seller.

(iv) Disclosures. No representation or warranty by Seller in this Agreement, nor any statement, financial statements, tax return, certificate or exhibit furnished or to be furnished by or on behalf of them, pursuant to this Agreement, nor any document or certificate delivered to Purchaser, pursuant to this Agreement, or in connection with actions contemplated hereby, contains or shall contain any untrue statement of a material fact or omits or shall omit to state a material fact necessary to make the statements contained therein not misleading.

SECTION VII

REPRESENTATIONS AND WARRANTIES BY PURCHASER

Purchaser represents, warrants and agrees that this Agreement is a valid and binding obligation of Purchaser, enforceable in accordance with its terms.

JAB

Ref
5F34

SECTION VIII

AGREEMENT CONTINGENT UPON OBTAINING NECESSARY APPROVAL TO TRANSFER ALL ALCOHOLIC RETAIL PACKAGE STORE LICENSE

The sale contemplated under this Agreement shall require the approval of the Town of Reading ("Licensing Authority") and by the Alcoholic Beverages Control Commission ("ABCC"). As soon as practicable after execution and delivery of this Agreement, the Buyer shall file applications with the appropriate licensing authorities for approval of the transfer of Corporation's License from the Corporation to Purchaser. The Corporation agrees to sign all papers, documents, applications and forms that may be necessary or required in order to effectuate a transfer from the Corporation to Purchaser of the Corporation's all alcoholic packagegoods store license upon the execution of the sale. Seller shall provide a Certificate of Good Standing from the DOR as necessary for the ABCC's final review and approval., The Corporation further agrees to fully cooperate in all respects, including attendance at any hearings, if required, for the purpose of processing and prosecuting any such application to final decision. If the sale contemplated by this Agreement is disapproved and an All Alcoholic Package Store License denied to Purchaser, or, if the approval of the sale and transfer of the All Alcoholic Package Store License by the ABCC is challenged and/or appealed in or within sixty (60) days of approval, then Purchaser, upon notice of the success of said appeal, shall have the right to rescind this transaction and any payments made under this Agreement shall be forthwith refunded and all other obligations of the parties hereto shall cease and this Agreement shall be void and without recourse to any of the parties hereto. Purchaser shall use due diligence in obtaining said license. Provided Purchaser has used due diligence in obtaining said license, if the transfer contemplated hereunder is not approved within 120 days from the date hereof, then upon such 120th day, then, at the option of either party, this agreement shall be deemed to be terminated, and upon such termination, the deposit shall be returned to the Purchaser and neither party shall owe any right or any obligation to the other; nor shall either party make any claim for damages arising from the failure to close the transaction herein contemplated.

SECTION IX

CONDITIONS PRECEDENT TO PURCHASER'S OBLIGATION

Each and every obligation of Purchaser to be performed on the date fixed for the closing of this sale, or thereafter, as the case may be, shall be subject to the satisfaction, prior thereto, of the following conditions. Failure of any one of the conditions precedent herein shall, at the Purchaser's option, render Purchaser's obligations hereunder null

and void, with all deposits promptly refunded:

(a) Representations and Warranties True at Date of Closing of Sale. The representations and warranties made by the Corporation in this Agreement or given on its behalf hereunder shall be true in all material respects on and as of the date of the closing of this sale, with the same effect as though such representations and warranties had

ATB

Red
SF35

been made or given on and as of the date of the closing of this sale.

(b) Compliance. The Corporation shall have performed and complied with all of the obligations in all material respects under this Agreement which are to be performed or complied with by it prior to the date fixed for the closing of this sale.

(c) Documents. There shall have been delivered to Purchaser all of the documents and instruments required to be delivered to Purchaser on the date of the closing of the sale, pursuant to Section XIV of this Agreement.

(d) Non-Default. The Seller shall be current and not be in default in payment of suppliers or liquor distributors.

(e) Audit. Seller shall authorize and allow an audit of the Seller's sales transaction. Purchaser or her agent shall have the right for a period of One (1) week to be present in the store to observe sales and confirm the monetary amount of the sale transactions. If the sales are not consistent with the Seller's representations, the Purchaser shall have the right to declare this Agreement null and void and her deposit shall be immediately refunded by the escrow agent. If no written notice under this provision is received by Seller by May 5, 2015 this contingency shall be waived.

SECTION X

CONDITIONS PRECEDENT TO SELLERS' OBLIGATIONS

Each and every obligation of Seller to be performed on the date of the closing of the sale shall be subject to the satisfaction prior thereto of the following conditions:

(a) Representations and Warranties True at Transfer Date. Purchaser's representations and warranties contained in this Agreement shall be true at and as of the date of the closing of this sale, as though such representations and warranties were made at and as of the date of the closing of this sale.

(b) Compliance with Agreement. Purchaser shall have performed and complied with his obligations under this Agreement which are to be performed or complied with prior to or on the date of the closing of this sale.

(c) Payment. There shall have been paid to Seller the sums set forth in this Agreement.

(d) There shall have been delivered to Seller all of the documents and instruments required to be delivered to Seller on the date of the closing of this sale, pursuant to this Agreement.

SECTION XI

TRANSFER DATE AND CLOSING

(a) If this sale is approved by the Licensing Authority for the Town of Reading and by the Alcoholic Beverages Control Commission, and if an appropriate All Alcoholic Package Goods Store License is issued to Purchaser, the closing, with respect to the transactions contemplated hereunder, shall take place thereafter, within ten (10) business day after the Alcoholic Beverages Control Commission approves Buyers application,, at the offices of Howard J. Rock, Esq., 465 Waverley Oaks Road, Suite 302, Waltham, MA Such date is hereinbefore and hereinafter referred to as the date fixed for the closing of this sale.

(b) At the closing, Seller shall deliver to Purchaser the following:

JFB

✓ P.L. SF36

(i) A duly executed bill of sale with respect to the assets to be transferred by the Corporation under this Agreement, signed by an appropriate officer of the Corporation;

(ii) A corporate Certificate of Legal Existence and Certificate of Good Standing issued by the Secretary of State of the Commonwealth of Massachusetts for the Corporation; and

(iii) A Clerk's Certificate of Vote of the Stockholders and the Board of Directors of the Corporation authorizing Seller to enter into this Agreement and to perform Seller's obligations hereunder for the Corporation.

(iv) A Certificate of Good Standing from the Massachusetts Department of Revenue for the Corporation certifying that no taxes are due to the Commonwealth of Massachusetts.

(v) Correspondence from the M&S Research Bureau certifying that the Seller is not listed as delinquent with any alcoholic beverage wholesaler, along with copies of all of its paid-in-full invoice with all of its said wholesalers.

(c) At the closing, Purchaser shall deliver to Seller in addition to the consideration noted above, the following:

(i) A duplicate original bill of sale signed by Purchaser;

(ii) A settlement sheet and such other documents as are normally required from purchaser at Closing.

SECTION XII

ASSUMPTION AND RELEASE OF LIABILITY

Except as otherwise specifically agreed in writing by the parties, Purchaser does not hereby assume, or agree to assume, and shall not acquire or take over, any accounts payable, liabilities or obligations of any kind or nature of the Corporation, direct, contingent or otherwise, arising prior to the date of closing, except as otherwise herein assumed.

Seller shall indemnify and hold Purchaser harmless against all such accounts payable and other liabilities, including the future payments for telephone directory advertising.

SECTION XIII

FIXTURES, MACHINERY AND EQUIPMENT

There are fixtures, machinery, equipment, appliances tools and intangibles to be purchased and sold as part of this transaction as identified in Exhibit "A" attached hereto.

SECTION XIV

LITIGATION

Except as disclosed herein, there are no unsatisfied judgments of record against the Corporation and there are no actions, suits, proceedings or investigations pending or, to the knowledge of them, threatened against or affecting them, in law or in equity, which involve the likelihood of any judgment or liability not fully

JAB
RF
SF37

covered by insurance, or which may result in any material adverse change in the business, operations, properties or assets or in the condition, financial or otherwise, of them. Further, Seller warrants that as of the date hereof, there is no pending bankruptcy by any of the Seller entities, no mortgage foreclosures, or other proceeding that might in any material way impact adversely on the Seller's ability to perform under the terms of this Agreement.

**SECTION XVI
INDEMNIFICATION**

(a) Seller shall indemnify and defend Purchaser and hold Purchaser harmless at all times after the date of this Agreement, against and in respect to any and all liabilities and obligations of, or claims against, Purchaser or his nominee, with respect to the Seller's assets and business operations prior to the date of closing, other than as expressly assumed by Purchaser under this Agreement.

(b) Should any claim be made by a person not a party to this Agreement with respect to any matter to which indemnity in Paragraph (a) relates, Purchaser shall give Seller reasonably prompt written notice of any such claim, setting forth in reasonable detail the basis and amount of the claim, and Seller shall thereupon assume all responsibility for the conduct of the defense of any such claim, at its sole expense, on its behalf with counsel of its own choosing. In such defense or settlement of any claims, Purchaser shall cooperate with and assist Seller to the maximum extent reasonably possible. Any payment resulting from such defense or settlement, together with the total expense thereof, shall be binding on the parties to this Agreement, for the purposes of this Section. Failure to give notice shall not constitute a defense, in whole or in part, to any claim by Purchaser, except and only to the extent that such failure by Purchaser shall result in prejudice to the Seller.

**SECTION XVI
ADJUSTMENTS**

Adjustments shall be made at the time of closing for license fees, if any, and the net amount thereof shall be added to or deducted from, as the case may be, the Purchase Price payable by the Purchaser at the time of closing of the sale.

**SECTION XVII
SELLER'S DEFAULT; DAMAGES**

If the Seller and Corporation shall fail to fulfill their agreements herein, by failing to transfer its assets to Purchaser or otherwise, Purchaser shall have the right to seek any legal or equitable relief available, including specific performance of this Agreement, or damages, or any combination of legal and equitable remedies available. Seller and Corporation acknowledge and agree that the assets to be sold to Purchaser hereunder constitute unique chattels for which money damages may not be compensatory in the event of a breach.

JFB

RP

SF38

SECTION XVIII
BINDING EFFECT

This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

SECTION XIX
ENTIRE AGREEMENT

This Agreement, together with any Exhibits hereto, sets forth the entire agreement and understanding between the parties as to the subject matter hereof, and merges and supersedes all prior discussions, agreements and understandings of every and any nature between them, and no party shall be bound by any condition, definition, warranty or representation, other than expressly set forth or provided for in this Agreement, or as may be, on or subsequent to the date hereof, set forth in writing and signed by the party to be bound thereby. This Agreement cannot be modified, changed or revised, in whole or in part, except by an instrument in writing executed by all of the parties hereto.

SECTION XX
GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.

SECTION XXI
COUNTERPARTS

This Agreement may be executed simultaneously in two or more counterparts, each one of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

SECTION XXII
SEVERABILITY

In the event any provision of this Agreement conflicts with the law under which this Agreement is to be construed, or if any such provision be held invalid by a Court with jurisdiction of the parties to this Agreement, such provision shall be deleted from the Agreement and the Agreement shall be construed to give effect to the remaining provisions hereof.

SECTION XXIII
AUTHORIZATION TO EXECUTE AGREEMENT

The parties hereto warrant and represent that each respectively is fully authorized to execute this Agreement and that, to the extent any approval or authorization is necessary for the proper execution of this Agreement, it has been obtained.

JTB
CP R.P.
5F39

SECTION XXIV

NOTICES

All notices, requests, demands and other communications hereunder shall be in writing, and shall be deemed to have been duly given if delivered by hand or mailed, certified or registered mail, with first-class postage prepaid.

If to Seller:

Christopher E. Coleman, Esq.
248 Main Street, Reading, MA 01867

TEL: 781-944-8800

FAX: 781-944-3117

EMAIL: Ccoleman@colemanlawpc.com

If to Purchaser:

Howard J. Rock, Esq.
465 Waverley Oaks Road, Suite 302, Waltham, MA

TEL: 781-891-3500

FAX: 781-891-6650

EMAIL: howard@hrocklaw.com

SECTION XXV

COOPERATION

Seller shall, on the date of the closing of this sale, or on such other date as Purchaser may request, without cost or expense to Purchaser, execute and deliver or cause to be executed and delivered to Purchaser such further instruments of transfer and conveyance and will take such other action as Purchaser may reasonably request to more effectively consummate the transactions contemplated by this Agreement and confirm and assure Purchaser title thereto.

SECTION XXVI

AGREEMENT HEADINGS

All headings of the Sections of this Agreement have been inserted for the convenience of reference only, are not to be considered a part of this Agreement and shall, in no way, affect the interpretation of any of the provisions of this Agreement.

JTB

WR

SF40

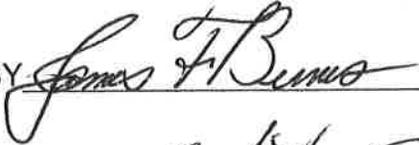
IN WITNESS WHEREOF, the parties hereto have executed this Agreement
under seal as of the date and year first above written.

SELLER:

By



BY

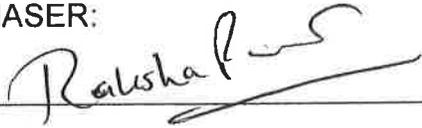


Witness



PURCHASER:

By:



Witness




5F41

ADDENDUM
PURCHASE AND SALE OF SQUARE LIQUORS

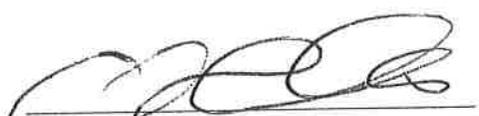
SELLER: Athens Liquors, Inc.

BUYER: Raksha Patel

1. ~~Inventory:~~ Notwithstanding anything contained in the Purchase and Sale Agreement, it is agreed that the stock of the store business shall not be included in the sale price. At Buyer's option, BUYER may pay to SELLER an additional sum for the inventory, said sum to be determined as follows:
 - (a) All items at the time of such inventory shall be valued in the amount equal to the Seller's cost thereof.
 - (b) The inventory counted must be clean, current and in salable condition.
 - (c) The value of such Inventory shall be financed by the SELLER and secured by a Promissory Note (in the form same as the attached Exhibit "B") signed by the BUYER, payable in one (1) year from the date of sale. Purchaser shall make twelve equal payments commencing on the thirty (30) days after the date of Closing Said Promissory Note shall be secured by the filing of a UCC Financing Statement covering all of the assets of the business of the purchasing liquor store.
2. ~~Adjustments:~~ All prepaid rents, including security deposit (if assigned), license fees, sewer and water charges or fuel charges if any there be, shall be apportioned as of the date of the performance of this Agreement.
3. ~~Condition of Assets:~~ It is agreed that the premises and all assets will be delivered in "AS IS" and "WHERE IS" condition. Acceptance of the Bill of Sale from the SELLER by the BUYER shall be deemed satisfaction of this clause.
4. BUYER agrees to promptly and diligently apply for the transfer of the all alcoholic beverages package store license or the like reasonable required for the operation of the store business. BUYER shall submit a completed application with the Town of Reading within twenty-one (21) calendar days after the execution of this Agreement.

JPB

IN WITNESS WHEREOF, the parties hereunto set their respective hands and seals the day and year first above written:


SELLER


BUYER




COMMERCIAL LEASE

Indenture of Lease made as of the __ day of _____, 2015, by and between Donald Scribner, Trustee of Eastern Mass Redemption Trust, of Reading, Massachusetts (hereinafter referred to as "Lessor") and Raksha Patel, President of Raksha Inc., FIN 47 - 3787293 (hereinafter referred to as "Lessee")

WITNESSETH

That Lessor, for and in consideration of the rents paid and of the covenants and agreements hereinafter mentioned to be performed by Lessee, does hereby lease and demise to Lessee, and Lessee does hereby lease from Lessor, commercial land and improvements as hereinafter described and situated in Reading, Middlesex County, Massachusetts upon the following terms and conditions:

1. PREMISES

Lessor hereby demises and leases unto Lessee and Lessee hereby hires from Lessor, subject to the conditions hereinbelow set forth, the front area in the building know as and numbered 13 High Street, Reading, Massachusetts consisting of a first floor retail store with approximately 1550 square feet +/- (hereinafter referred to as "The Premises"). Said premises are indicated as "rental space" on Exhibit "A" hereof.

2. TERMS

TO HAVE AND TO HOLD, the premises for an original term of fifteen (15) years commencing after transfer and delivery of Lessee's package store license.

3. RENT

- (a) Lessee agrees to pay to Lessor \$30,000.00 per annum as base rent for the premises in monthly installments of \$2500.00 on or before the 1st of each month in advance. Until further notice from Lessor all Rent, additional Rent, and other payments due hereunder to Lessor shall be by check and mailed to said Lessor at P.O. Box 891, Reading, MA 01867.
- (b) In the event any installment of Rent, or any other sums which may become owing by Lessee to Lessor under any provisions of this Lease is not received within five (5) days after the due date thereof (without in anyway implying Lessor's consent to such late payment), Lessee, to the extent permitted by law, agrees to pay, in addition to said installment of Base Rent or such sums owed, a late payment charge equal to five percent (5%) of the installment of Rent or such other sums owed, it being understood that said late charge shall constitute liquidated damages and shall be for the purpose of reimbursing Lessor for any additional costs and expense which Lessor presently expects to incur in connection with the handling and processing of late installment payments of the Rent and such other sums which become owing by Lessee to Lessor hereunder.

4. Additional Rents

- (a) Lessee further agrees that during the original term of this Lease and any Extension Period, Lessee shall pay to Lessor as additional rent fifty (50) percent of all tax increases and assessments whatsoever (except betterment assessments, so called) which may be payable for or in respect of the Premises taxes assessed for Fiscal Tax Year 2016. Said additional Rent to be computed annually and to commence on the First (1st) month of Year.

- (b) Lessee further agrees that during the original term of this Lease and any Extension Period, Lessee shall pay to Lessor as additional rent five (5) percent increase of the prevailing Rent commencing on the original three (3) year anniversary and all subsequent three (3) year anniversaries (ie: 2018, 2021, 2024, etc.)
- (c) All Additional Rents and monetary increase, when it occurs, shall be added to the previous Base Rent and become the new Prevailing Base Rent.

5. OPTION

- (a) Lessee shall have the option to terminate this lease upon the furnishing of six (6) months written notice accompanied by prepayment of six months rent and an early termination penalty of three (3) months rent (equal to prevailing rent on the date of said notice).
- (b) Lessee shall have the option to extend the term of this Lease for one (1) additional (15) year term commencing upon the day after the expiration date of the original term (such period being hereinafter called the "Extension Period") provided that Lessee shall not be in terminable default under any of the terms of this Lease beyond applicable grace periods, at the time of the exercise of any option, and that Lessee continues to occupy the Premises. If Lessee elects to exercise said option, he shall do so by giving written notice of such election to Lessor at any time prior to six (6) months of the termination of the term of this Lease. The Rent of such Extension Period shall be upon the same terms and conditions set forth in Paragraph 3 & 4 (as adjusted to reflect any previous monetary increases) of this Lease.

6. LESSEE'S FIXTURES/ALTERATIONS

- (a) Lessee may install in the premises such fixtures (trade or otherwise) and equipment as Lessee deems desirable and all of said items shall remain Lessee's property and Lessee may remove and/or replace said fixtures and equipment in the premises at any time and from time to time during the term or any Extension Period hereof. Lessee shall make all repairs or replacement at Lessee's expense in connection with the removal of any fixture or equipment installed as provided in this paragraph.
- (b) Lessee shall make no structural alterations to the Leased Premises without Lessor's prior consent in writing, which consent shall not be unreasonably withheld or delayed. All such allowed alterations shall be at Lessee's expense and shall be at least equal in kind and quality to the present construction. Lessee shall not permit any Mechanic's Lien to remain upon the Lessee Premises for labor and/or material furnished to Lessee or claimed to have been furnished to Lessee and Lessee shall cause any such Lien to be released forthwith without cost to Lessor.
- (c) Any and all such alterations to the leased Premises shall be in full compliance with any and all applicable code or other regulations (municipal, state or federal).

7. REPAIRS AND MAINTENANCE

Lessor shall not have any obligation to make repairs or alterations to the Premises or any part thereof, except as otherwise expressly provided in this Article. Throughout the original term and Extension Period of this Lease, Lessee covenants and agrees to maintain the Premises and all additions and improvements made upon them in such repair, order and condition as the same are in at commencement of said term or may be put in by Lessor or

5F47

Lessee during the continuance thereof, reasonable wear and tear, damage by fire or any other casualty, taking by eminent domain, and items which Lessor is expressly obligated to repair only excepted. Without limiting the generality of the foregoing, Lessee shall be responsible for all costs for providing regular maintenance and repairs to all heating, air conditioning, hot water heater and other equipment serving the Premise and replacing broken glass, if any, with glass of the same kind and quality.

8. DAMAGE OR DESTRUCTION

If the Premise shall be damaged or destroyed by fire or other cause, the same shall be repaired or replaced or restored to the condition the same were in immediately preceding such fire or other cause by, and at the expense of, Lessor, but only to extent that Lessor has received insurance proceeds sufficient thereof, and the base rent, additional rent and other charges shall, until such repairs have been made, be abated as to the part of the Premises which is unusable by Lessee on a just and equitable basis. Such repairs shall be made promptly subject to reasonable delay which may arise by reason of adjustments of insurance on the part of Lessor and for delay on account of labor troubles or any other cause beyond Lessor's control. Lessor shall not be liable for any inconvenience or annoyance to Lessee or injury to the business of Lessee resulting from delays in repairing such damage, except that Lessor agrees to use its best efforts to procure such insurance proceeds and to repair such damage expeditiously, and except that Lessor shall not unreasonably interfere with Lessee's business in making such repairs. If the Premises are totally damaged or are rendered wholly unleaseable by fire or other cause so that they cannot reasonably be expected to be substantially restored or rebuilt within a four (4) month period, either Lessor or Lessee may within thirty (30) days of the occurrence of such damage, terminate this Lease upon fourteen (14) days prior notice in writing to the other. Notwithstanding anything to the

contrary in this lease contained, if Lessor shall not have in fact completed substantial repair of such damage within six (6) months from the occurrence of such fire or other casualty, Lessee may terminate this Lease by written notice to Lessor and thereafter this Lease shall be of no further force or effect. Upon the termination of this Lease under the conditions herein provided for, Lessee's liability for rent accruing thereafter shall cease as of the day following the casualty. Lessor shall not be obligated to expend funds to repair or replace the Premises in an amount in excess of the insurance proceeds received as a result of such damage or destruction.

9. EMINENT DOMAIN

- (a) In the event of any taking for any public or quasi-public use by exercise of the right of eminent domain or by deed in lieu thereof between Lessor and those having the authority to exercise such right (hereinafter called "Taking") of the whole of the Premises then this Lease and the term hereof shall cease and expire as of the date of such Taking and the base rent and any additional rent and all other charges paid for a period after such Taking shall be refunded to Lessee upon demand.
- (b) In the event of Taking of a substantial part of the Premise or in the event of a Taking so as to prevent or substantially prevent adequate access to Premises, then Lessee may elect to terminate this Lease by giving notice of termination to Lessor on or before the date which is ninety (90) days after receipt by Lessee of notice that the Taking or denial or diminishing of access or termination of the Lessee's lease shall have occurred. Upon the date specified in such notice of termination this Lease and the term hereof shall cease and expire, and the base rent and any additional rent and charges paid for a period after such date of termination shall be refunded to Lessee upon demand.

10. LESSEE'S COVENANTS

- (a) In addition to all other covenant and agreements of Lessee contained herein, Lessee hereby covenants with Lessor during the said term and for such further time as he shall hold the Premises will pay all charges for heat and electricity, or any other utilities and services (hereafter referred to as "Utilities") used by the Lessee.
- (b) Lessee will maintain minimum heat to the Premises of fifty (50) degrees Fahrenheit at all times and save Lessor harmless of all damages and loss resulting from Lessee's inability to maintain the fifty (50) degrees Fahrenheit.
- (c) Lessee will save Lessor harmless from all loss and damages occasioned by the use of water in or escape from the Premises.
- (d) Lessee shall be solely responsible for all personal property taxes of every nature imposed upon all fixtures, equipment and other personal property of every nature on the Premises belonging to Lessee.
- (e) Lessee will be require to purchase and maintain a valid general liability policy to cover all Premises in their charge or use and to indemnify Lessor with total coverage in an amount equal in one (1) million dollars (\$US).

11. LESSEE'S DEFAULT

If any sum or sums due as rent or additional rent as herein provided and set forth or any part thereof shall be unpaid for a period of fourteen (14) days after written notice of such default has been given by Lessor to Lessee shall violate or be in default in its observances or performance of any of its covenants herein contained, except default in payment of rent or additional rent, and shall have failed to take and prosecute appropriate steps to remedy

such breach or default within twenty (20) days after written notice of such breach has been given by Lessor to Lessee, or if the estate hereby created shall be taken on execution or other process of law and shall not be redeemed for twenty (20) days after Lessor shall have given Lessee written notice of such taking , or if Lessee be declared bankrupt or insolvent according to law, or if any assignment shall be made of its property for the benefit of creditors, then, and in each of the said cases (after the expiration of the aforesaid fourteen (14) day or twenty (20) day period if applicable), Lessor lawfully may (notwithstanding any waiver of any former breach of covenant or waiver of the benefit hereof or consent in a former instance) immediately or at any time thereafter while such default or other stipulation aforesaid continues and without further demand or notice enter into and upon the Premises or any part thereof in the name of the whole and repossess the same as of its former estate and expel Lessee and those claiming through or under it and remove its effects without being deemed guilty of any manner to trespass and without prejudice to any remedies which might otherwise be used for arrears of rent or breach of covenant, and upon entry as aforesaid this Lease shall terminate and Lessee covenants that in case of such termination under the provisions of statute by reason of the default of Lessee, Lessee will forthwith pay Lessor as damages a sum equal to the amount by which the base rent, additional rent, and other payments called for hereunder of the remainder of the original term or any extension thereof, and, in addition thereto, will during the remainder of the original term and of any extensions thereof pay to Lessor on the last day of each calendar month the difference, if any, between rental which would have been due for such month had there been no such termination and the amount being received by Lessor as rent from occupants of the Premises, if any, and the applicable pro-rated amount of the damages previously paid to Lessor, Lessor hereby agreeing to use reasonable efforts to minimize damages.

12. USE AND OCCUPANCY

The Premises shall be used and occupied for the purposes of conducting a licensed package store for the retail sale of liquors and associated items or any other legal business.

13. NOTICES

Every notice, approval, consent or other communication authorized or required by this Lease shall not be effective unless in writing and sent by United States registered or certified mail, return receipt requested, directed, if to Lessee to the address listed herein or such other address as either party may designate by notice from time to time.

(To Lessor): P.O. Box 891, Reading, MA 01867

(To Lessee): 13 High Street, Reading, MA 01867

14. WAIVER

One or more waivers of any covenant or condition by Lessor or Lessee shall not be construed as a waiver of a subsequent breach of the same or any other covenant or condition, and the consent or approval by Lessor requiring the other party's consent or approval to or of any similar subsequent act. The failure of either party to seek redress for violation of or to insist upon strict performance of, any term, covenant or condition in this Lease shall not prevent a similar subsequent act from constituting a default under this Lease.

15. INVALIDITY OF CERTAIN PROVISIONS

If any provision of this Lease shall be invalid or unenforceable, the remainder of the provisions of this Lease shall not be affected thereby and each and every provision of this Lease shall be enforceable to the fullest extent permitted by law.

16. LESSOR'S INTEREST

- a) Lessor reserves the right to assign or transfer any and all of its rights, title and interest under this Lease, including but not limited to the benefit of all covenants of the Lessee hereunder. Notwithstanding anything contained in this Lease to the contrary, it is specifically understood and agreed that the obligations imposed upon Lessor hereunder shall be binding upon Lessor and Lessee's successors in interest only with respect to breaches occurring during Lessor's successors' respective ownership of Lessor's interest hereunder, and Lessor and its said successors in interest shall not be liable for acts and occurrences arising from and after the transfer of their interest as Lessor hereunder.

- b) If all or any part of Lessor's interest in this Lease shall be held by a trust at any time or times, no trustee, shareholder or beneficiary of said trust shall be personally liable for any of the covenants or agreements, express or implied, hereunder; the Lessor's covenant and agreements shall be binding upon the trustees of said trust as trustee, as aforesaid, and not individually and shall be binding upon the trust estate. Nothing contained in the forgoing shall limit or restrict Lessee's rights to obtain injunctive relief against Lessor.

17. INDEMNIFICATION

To the fullest extent of the law Lessee and Lessor agree to indemnify and defend each other against, and to save each other harmless from, any and all claims of whatever nature for injury or damage to persons or property in or about the Premises caused by their respective negligence or intentional conduct or by the negligence or intentional conduct of their respective employees, agents or contractors.

18. LESSOR'S WARRANTY/VIOLATIONS

Lessor warrants and represents that they have neither been cited for nor have any knowledge of zoning, building, code or other violations in connection with the leased premises.

19. ACCEPTANCE OF CONDITION

Lessee's possession of the Leased Premises shall constitute Lessee's acknowledgement that the Premises are in acceptable condition. Should any standard or regulation hereafter be imposed on Lessor or Lessee by any body, state or federal, charged with the establishment, regulation and enforcement of occupational, health or safety standards for employers and employees applicable to the demised Premises, then Lessee agrees at his sole cost and expense, to comply promptly with such standards or regulations.

20. ATTORNEY'S FEES

In case it should be necessary or proper for Lessor to bring any action under this Lease or the Leased Premises or to consult or place said Lease, or any amount payable by Lessee hereunder, with an attorney concerning or for the enforcement of any of Lessor's rights hereunder, then Lessee agrees in each and any such case to pay to Lessor all reasonable attorney's fee and costs.

WITNESS the execution hereof under seal the day and year first written above.

LESSOR:

LESSEE:

5F55



Town of Reading Meeting Minutes

Board - Committee - Commission - Council:

Board of Selectmen

Date: 2015-05-19

Time: 7:00 PM

Building: Reading Town Hall

Location: Selectmen Meeting Room

Address: 16 Lowell Street

Purpose: General Business

Attendees: **Members - Present:**

Chairman Dan Ensminger, Vice Chair John Halsey, Secretary Kevin Sexton, John Arena, and Barry Berman

Members - Not Present:

Others Present:

Town Manager Bob LeLacheur, Assistant Town Manager Jean Delios, Community Development Director Jessie Wilson, Administrative Assistant Caitlin Saunders, Angela Binda, Stephen Crook, David Ventola, Ron Daddario, David Williams, Mike Menzie, Jack Bacon, Alex May, Caitlin Mahoney, Lori Gordon, Andrew Sack, Sandra Brown, Jake Kinsella, Thomas Walsh, Tim Fitzgerald, Jared Whitney, Yujie Qiu, Lisa Goldsmith, Kristin Murray, Michael Scola, Everett and Virginia Blodgett, Tom Gardiner, Tom Speron, Tom Keegan, Laurie Ann Sylvia, Karl Weld, Jack Russell

Minutes Respectfully Submitted By: Secretary Kevin Sexton

Topics of Discussion:

Selectmen's Liaison Reports and Comments

Mr. Halsey noted he attended the Board of Health meeting and they may consider realigning with River Valley which we used to be a part of. They are also thinking of having an associate member because it is hard to get a quorum with 3 people. He also attended the new ad hoc Firearms Safety Committee where they organized with Kevin Sexton as the Chairman, Bryn Burkhart as Vice Chair and John Halsey as Secretary. The committee went through and set an agenda with goals to accomplish. Mr. Halsey said Recreation is very busy and they are in the final review of the Birch Meadow project. The Recreation Committee has approved several amplified sound permits and their Summer Camps are drawing in over 500 kids. He commented how amazing it is to see how popular the Recreation Department is. Mr. Halsey made a special recognition to Boy Scout Troop 702 who is celebrating 100 years. He noted the Troop will have a general reception after the Memorial Day Parade for everyone at the Old South Church.

Mr. Berman attended the Library Building Committee meeting and noted the project is on time. The project has enough money to add the innovation lab which the staff really wanted. Two hundred thousand dollars was recently added to the budget to help with unforeseen construction issues. Mr. Berman noted he is impressed with the members on the committee and quality of work that is being done. He also wanted to mention that it is the 30th anniversary of Understanding Disabilities and they are working diligently to keep expanding the curriculum in every school.

Mr. Sexton attended the site visit for the proposed 40B at Prescott Street and also the Economic Development Committee but said both items are on the agenda later and will talk about them then.

Town Manager's Report

Mr. LeLacheur attended the Emergency Management Meeting this morning in Wakefield. He noted Reading is in good shape being led by Fire Chief Greg Burns. He thanked the Garden Club for an outstanding sale this weekend and said he received many compliments about the event. Mr. LeLacheur said the Library project is going well and there will be an update for the public tomorrow night but wanted to mention he has not received any complaints (so far) about the project.

Certificate of Recognition

The Board of Selectmen presented a Certificate of Recognition to Duncan Dietz for achieving Eagle Scout. Duncan did an extensive project partnering with many food pantries to create and provide hygiene kits for homeless people. His fundraising was so successful he was able to give monetary donations to shelters. Duncan graduated from St. John's Prep and will be on a pre-law track in college. Mr. Berman noted how impressed he was at Duncan's never ending list of accomplishments. Mr. Halsey welcomed Duncan to the brotherhood and said his achievements will take him far in life.

Mr. Sexton move that the Board of Selectmen award a Certificate of Recognition to Duncan Dietz in recognition of his achieving the Eagle Scout Award, second by Mr. Arena and approved with a 5-0-0 vote.

RMHS Robotics Team Update

The Robotics Team thanked everyone for their support this year. They noted the team grows with more kids every year. They were able to get a new shop space which enabled them to receive a CNC machine that was graciously donated by Northeastern. This year they hosted an event and it was a major success with a large turnout. The team qualified for worlds this year. They also won the Entrepreneurship Award at both Districts. The team is really focusing on engaging elementary and middle school aged kids to get them interested in joining the team in high school. The team also has a vision of one day trying to create a district wide science expo for kids to show off any kind of cool science projects they have done. Mr. Sexton commented on how amazing it is that they won the Entrepreneurship Award at both districts and they should be very proud of that. Mr. Arena noted that everything this team does is a tremendous aspect to their education and the experiences they are getting are unbelievable. Mr. Ensminger stated the team work between this team is incredible and the real life experiences are one of a kind. Mr. LeLacheur said this team is ahead of the game and their group skills will by far be the most valuable in college life and the real world.

RMLD Citizen Advisory Board Member Report

David Mancuso was present to talk to the Board. He explained 84% of their budget is literally to keep the lights on. They are selling less and less with the inventions of more ecofriendly options. The board is currently trying to come up with ideas to generate more revenue. RMLD has one of the lowest rates but likely to see some increases with energy. They are looking into utilizing fiber that is already underground. Mr. Ensminger asked if there was any way to expand to other towns. Mr. Mancuso said they would face some real difficulties but it's not impossible. He said they are looking into a generator to help save at peak times of electrical use. Mr. Berman asked if we could offer a better rate to someone who chooses to use at off-peak hours. Tom Ollila, Engineer for RMLD, stated they do have a program like that and said on-peak hours are 12 – 7 PM. Mr. Mancuso also said RMLD recently did an organizational study.

602

Solar Opportunities

Tom Ollila, RMLD Engineer, was present to talk about a possibility of a Community Shared Solar (CSS) Program. The program would be a partnership between a Private Developer, Municipal Utility, the Town, and end-user participates. The private developer would catch sustainable federal and state tax incentives that the municipal entities cannot. The vendor would be selected by the Town and RMLD for financing and ownership. RMLD would oversee all the specs and operations. The Town would receive lease payments for the property site. The best property site at the moment would most likely be at the High School. Mr. Ensminger noted roofs get replaced every 10-15 years but solar panels are good for about 20-40, who would take care of that if the roof needed to be replaced but the solar panels were still good. Before solar panels are placed on a roof, the roof is checked to see approximately how long it is good for and then if the roof may need to be replaced before the panels we would work with a contractor. Mr. Berman asked if we do the solar panels are we able to sell to more people, because if not, we still have the same problem of lots of electricity with no one to sell to. Mr. Ollila said this would be more helpful with cutting costs. Mr. Arena asked what would happen if we did put the panels up and then it fails, how much money would we lose. It was noted that the developer would take the financial hit if that happened. Mr. Ollila said there are many advantages to doing solar panels including payment to the town for the site, potential reduced electric expenses, RMLD customers could get clean, green renewable energy, there is no hassle to doing panels on our own property, RMLD would have no need for upfront capital expenses, and reduced wholesale power supply, capacity, and transmission costs. He noted there are 3 potential sites in Reading however RMHS looks like the best one. The next steps would be to make a financial plan, negotiate a lease, define metering policy and rates, and then find/approve a vendor. Mr. Halsey said there are a lot of benefits to all parties but it just doesn't seem like we are financially ready at the moment but it would be very wise to keep this path an option later on down the road.

Climate Advisory Committee Report

Dave Williams explained they are currently in the middle of a paper/cardboard recycling program and trying to get a dumpster behind CVS. The 2015 Earth Day Fair will focus on renewables. The Climate Advisory Committee is involved with a lot of outreach in the schools and community. They are looking to continue working with RMLD, planning division and the schools. The committee also recently adopted an island.

Walk Reading Weekend

Virginia Blodgett explained they have four organized walks set up for the weekend of May 30th. Two walks on each day and this is to promote healthy lifestyle and if you cannot attend one of the walks to make sure you get outside for some kind of activity.

Mr. Sexton move to proclaim Walk Reading Weekend on Saturday May 30th and Sunday May 31st, second by Mr. Arena and approved with a 5-0-0 vote.

Continued Hearing – Liquor License Transfer – Grumpy Doyles

The Police Department has reviewed the report and has no objection to moving forward. Mr. Halsey thanked them for clearing up that issue and noted the Board is excited for them to continue in Reading.

Mr. Sexton made a motion to close the hearing, second by Mr. Berman and approved with a 5-0-0 vote.

Mr. Sexton moved to approve a transfer of a Restaurant All Alcohol Liquor License to Unagi Servers, Inc. doing-business-as Biltmore & Main Bar and Grill at 530 Main Street, for a term expiring December 31, 2015 subject to the following conditions: All Bylaws, Rules and Regulations of the Town of Reading and of the Commonwealth of Massachusetts shall be followed, and subject to a satisfactory

603

inspection of the establishment by the Town Manager or his designee, second by Mr. Arena and approved with a 5-0-0 vote.

Continued Hearing – New Liquor License – Anthony’s Coal Fired Pizza

The proposed location is the old Macaroni Grille at 48 Walkers Brook Drive. The attorney said they are hoping to open 4th quarter this year. Police rendered clearance on the affidavit which means they hope to start construction in a month or so with a five week turnaround. Mr. Arena welcomed the Southern franchise to Reading and noted the Town has a low tolerance with noncompliance regarding alcohol serving. The proposed manager said they have never had any problems in their other locations and will comply with all of the laws in Reading as well.

Mr. Sexton made a motion to close the hearing, second by Mr. Halsey and approved with a 5-0-0 vote.

Mr. Sexton moved to approve a new Restaurant All Alcohol Liquor License to Anthony’s Coal Fired Pizza of Reading LLC doing-business-as Anthony’s Coal Fired Pizza at 48 Walkers Brook Drive, for a term expiring December 31, 2015 subject to the following conditions: All Bylaws, Rules and Regulations of the Town of Reading and of the Commonwealth of Massachusetts shall be followed, and subject to a satisfactory inspection of the establishment by the Town Manager or his designee, second by Mr. Arena and approved with a 5-0-0 vote.

Lincoln Street 40B Project

Before this discussion got started Mr. Sexton noted he is old friends with the project developer and wanted to disclose that neither his company nor himself would benefit from this project.

This proposed project would be where the Simply Wood and Doucette Buildings are currently. It would be five story buildings with the first story being parking and four floors of units above. The entrance would be on Prescott Street and be one way exiting onto Lincoln Street. They are proposing 77 units with one parking spot per unit. Seventy percent of the units would be one bedroom and there would be eight 3-bedrooms. Mr. Arena noted parking in that area is already terrible and with only 1 parking spot per unit, where would the spillover be? The Police Chief is not okay with the parking situation of this project and the Fire Chief is not okay with the clearance of the building as he cannot access the back of the building. The density of this project is 5 times what is allowed.

Tom Speros of 22 Prescott asked what “40B” means. Ms. Delios answered that, with the approval from Mass Housing, a developer can come in and propose a development with affordable housing and bypass all of our local zoning laws because Reading currently does not have enough affordable housing that the State requires.

Mr. Berman commented that these new buildings will be 63 feet tall which is 20% higher than the current buildings.

Mr. Speros of 22 Prescott asked if the units will have balconies and the developer noted there is no plan for balconies at this time.

Linda Snow Dockser of Beaver Road asked if there were any plans for a community room inside. The answer is no, not at the moment.

Mr. Berman asked how they plan on marketing these nice expensive units that are built around/behind a body shop. The project manager stated they will be targeting people looking to live close to the train.

624

Jeanne Thomas of 21 Arlington Street noted she is concerned about the lighting and the fumes because there is no buffer at all. She also said parking in this area is already really bad and this is only going to make it worse. The developer noted there will be a ventilation system in the garage because most of it will be enclosed.

Caroline Gauthier of 76 Washington Street said she moved to Reading and to this street because it was nice and quiet and now her view will be of the parking garage exit and all she is going to hear are cars leaving because the garage is basically on top of her property. The developer said if she would like they will plant trees on her property as a sort of buffer.

Mr. Arena asked about the trash situation since trucks will not be able to get through the garage. They said there will not be any dumpsters; there will be trash chutes in the buildings that will be emptied into barrels and wheeled out of the garage to the trucks.

Tom Keegan of 90 Washington Street asked if they acquire the auto body property does that mean more units will go in. The developer explained they can't say what would happen but the plans would need to be redone and there is a probability that more units would go in.

Mr. Berman asked if they acquire the auto body property would they consider making the building a mix-use building with some retail in there. The developer noted maybe, however they have not given it any thought because they do not have that piece of property so they are not planning for it at the moment.

Nick Aiello of 92 Washington Street said he completely loses all his privacy with the height of this building which is right on his property line.

Ron D'Addario of 97 Summer Ave asked the developer if they ever acquire the auto body property maybe they could think about eliminating one floor and have a little set back.

Paul Stoddard of 96 Washington Street noted that he moved to Washington Street for the quiet neighborhood and now this development will ruin that quietness while putting up this huge building right on top of my property. He stated traffic in this area is already miserable because of the train and this will make it so much worse. One of the consultants for the project noted they do not have a lot of answers because they are in the beginning stages of a very long process but said the neighbors' comments and concerns will be considered.

Jeanne Thomas of 21 Arlington Street said the street is a cut through street with parking limitations already, where do you expect guests of these 77 units to park. It was noted that the rules and regulations do not require the project to provide guest parking.

Damon Lusk of 52 Washington Street wanted to reiterate most people's concerns and say there is absolutely no way the parking situation will ever work.

Everett Blodgett of 99 Prescott noted that this street has a lot of walking traffic and this will make walking conditions worse. The project manager said they are still very early into the process and haven't had a lot of these conversations that raise the concerns being brought up.

BCC's to Sunset

Fall Street Faire – Chair Brian Snell said they are in their 6th year. They would entertain the idea of handing over the committee to the Chamber of Commerce but they would need transition time. Member Sheila noted it would help if they could have voting associate members. Member Steve Goldy said it would take time to show new people the process it takes to put on this faire. Mr. Halsey and Mr. Arena noted how big of a success this faire is and that maybe it is worth thinking about privatizing the committee.

605

Jack Russell explained he started the faire a long time ago and it is important to keep as a Town function to help feed the DIET trust. Mr. Berman stated if profits from the faire come back to the town he would like to see it stay that way.

Mr. LeLacheur asked if the committee had any prospects or any plan for what they are going to do down the road when they don't want to be the ones running it anymore. Mr. Snell noted they have new people getting involved recently especially with the chamber.

Mr. Halsey asked how long the committee wants to stay for. The committee responded they would like to do three more fairs.

Climate Advisory Committee – Ron D'Addario noted the committee would like to be renewed. He said they like working closely with RMLD and want to continue to do so but do not want to be with them. The group is asking for three years and would like to remain under the Selectmen.

Economic Development Committee – Chairman Karl Weld said the committee is right in the middle of their master plan for the Town. The work they are doing is vital to economic growth in the Town. The committee would like to continue and expand with more members of expertise. Member Jack Russell explained the EDC should continue but be restructured, associate members should be encouraged and noted the committee lacks the talent to do the things they need/can/want to do. He said the building façade program has been very successful but what they really need is a budget.

Karl suggested maybe expand the group and form 2 subgroups, one that focuses on projects that are already complete and supporting them and one focusing on going out and starting new projects. Mr. Berman said he agrees it's important for us to control economic development so we get what we want.

Mr. Halsey asked if Mr. Russell is suggesting the committee continue but with all new people with better experience. Mr. Russell answered in a way yes, but more expand the group with more people with experience they need.

Mr. Berman also noted he thinks the Board of Selectmen should have their own discussion about economic development soon.

Human Relations Advisory Committee – Camille Anthony, Linda Snow Dockser and Kyung Yu were present. Linda Snow Dockser stated to the board that the committee would like to continue. She said they are working hard to bring community groups together. They use resources in the Town to keep up with things going on around the world to help keep Reading awesome. The committee educates and reports hate crimes, provides forums for dialogue in hard conversations and organizes educational and cultural celebrations of diversity. Mr. LeLacheur confirmed the relationship between the Town Manager, the Police Chief and the Committee will always continue. The committee noted they are asking for at least two more years.

Trails Committee – Jean Jacobs, Will Finch, and Tom Gardiner were present. The Trails Committee cosponsored the Walk Reading weekend. They are advisors to Girl and Boy Scouts. They are currently in the middle of rebuilding Higgins Bridge which a lot of kids use. The committee noted they bring in a lot of grants. They would like to remain a committee because they work closely with Town staff. Mr. Arena asked if the Trails Committee and the Town Forest committee have ever considered merging. He said it may help you out more and would have more members. The committee agreed it may be useful to have more members however the two committees really do different things. The committee is looking for another three years.

606

Mr. Sexton second by Mr. Berman moved that the board of Selectmen vote that the maximum useful life of the departmental equipment listed below to be financed with the proceeds of the 1.2 million borrowing authorized by a vote of the Town passed April 27, 2015 (Article 5) is hereby determined pursuant to G.L. c. 44 C 7(9) to be as follows: Purpose: Modular classrooms; Borrowing Amount: \$1,200,000; Maximum Useful Life 20 years, approved with a vote of 5-0-0.

Approval of Minutes

Mr. Sexton moved that the Board of Selectmen approve the minutes of May 5, 2015, second by Mr. Berman and approved with a vote of 4-0-1 with Mr. Arena abstaining.

Mr. Sexton moved that the Board of Selectmen adjourn the meeting at 11:30 PM, second by Mr. Halsey and approved with a 5-0-0 vote.

Respectfully submitted,

Secretary

6a7



Town of Reading Meeting Minutes

Board - Committee - Commission - Council:

Board of Selectmen

Date: 2015-06-02

Time: 7:00 PM

Building: Reading Town Hall

Location: Selectmen Meeting Room

Address: 16 Lowell Street

Purpose: General Business

Attendees: **Members - Present:**

Chairman Daniel Ensminger, Secretary Kevin Sexton, John Arena, Barry Berman

Members - Not Present:

Vice Chairman John Halsey

Others Present:

Town Manager Bob LeLacheur, Assistant Town Manager Jean Delios, Community Services Director John Feudo, Town Accountant Sharon Angstrom, School Committee member Jeanne Borawski, Martha Sybert, Stephen Crook, David Swyter, Justin Lizotte, Richard Hand, Jonathan Weber, Dan Creamer, Tom Fratto, Molly Baker, Brian Healy, Executive Assistant Paula Schena

Minutes Respectfully Submitted By: Secretary Kevin Sexton

Topics of Discussion:

Reports and Comments

Selectmen's Liaison Reports and Comments - John Arena thanked his colleagues for covering the Memorial Day ceremonies and he also thanked the veterans for their services.

Barry Berman noted that he gave an address at the Forest Glen Cemetery. He attended the school assessment meetings at the various schools and people are satisfied with the schools.

Kevin Sexton noted that he marched in the Memorial Day parade with his daughter and gave a speech at the Charles Lawn Cemetery. He gave kudos to Veteran's Agent Kevin Bohmiller, Bill Brown, Frank Driscoll and the Boy and Girl Scouts for all of their hard work in putting this event together. He and John Halsey met with the Firearms Safety Committee and Town Counsel attended the meeting. Town Counsel is not crazy about the language and they will meet again next Monday at the Police Station. John Arena asked if he had a sense of the overall schedule end date for this committee and Kevin Sexton noted that they will meet every two weeks until they have something to report. They hope to present to the Board of Selectmen in late August.

Daniel Ensminger noted that he spoke at Laurel Hill and Wood End Cemetery on Memorial Day. It was a great event and it is Boy Scout Troop 702 100th Anniversary this year. He attended the May 26th walk with Secretary Ash from Economic Development Executive Office of Housing. They walked the downtown area and Secretary Ash praised the Town for being proactive. It was a very successful visit.

Town Manager's Report – The Town Manager thanks Kevin Bohmiller and everyone else for a job well done on Memorial Day. He also noted that June 13th is Friends and Family Day and he will bring info on 40B sites, Bunratty Tavern and other projects. Daniel Ensminger suggested also bringing the MAPC sites.

Discussion/Action Items

Appoint Town Counsel – The Town Manager noted that he recommends reappointing Miyares and Harrington. John Arena noted that selection of Town Counsel is like finding the right match.

Barry Berman noted that Ray Miyares brings everything down to everyone's level. He asked at what point does it become fiscally prudent to have an in-house counsel? The Town Manager noted that historically Reading has been tight with money and the question is what are the common things that we are dealing with. He categorizes and we are all over the place. He would like to have an in-house Counsel but he would want to wait. The nice part about having a firm is the breadth of knowledge within that firm.

A motion by Sexton seconded by Arena to appoint the firm of Miyares and Harrington as Town Counsel was approved by a vote of 4-0-0.

Town Accountant Report – Town Accountant Sharon Angstrom noted that the Town is in good shape. The "other excise tax" is low but that is the meals tax and we receive that quarterly and have not received it yet. The RMLD payment in lieu of taxes comes in at the end of June. The "miscellaneous revenues" include \$160,000 for insurance dividends and \$25,000 for health insurance reimbursements.

Daniel Ensminger asked where the RMLD payments show up and Sharon Angstrom noted under "other funding sources" - \$2.3 million distribution.

Sharon Angstrom noted that money was taken out of Administrative Services salaries account for snow and ice.

The Town Manager noted that we are having problems with bids recently not coming in on budget. Kevin Sexton asked if that was because of the amount of work going on and the Town Manager it could be that, plus there is also a limited number of contractors.

Sharon Angstrom noted that Town Meeting approved a line for Fire Fighter disability but she hasn't added that in yet. In addition, the schools capital seems high. Martha Sybert has indicated to her that she will have signed contracts before the summer.

Sharon Angstrom noted that there was an inquiry from Linda Phillips regarding the school revolving funds and whether it is legal for the schools to run an entrepreneur business as a public entity. The State has responded that revenues and expenses should match. The revenues should be just enough to cover the cost of the program.

John Arena asked what happens to the money and Sharon Angstrom noted that the school department is paying direct and indirect costs. The school person believed that an excess should remain in the revolving funds and there is no way she can move the money. They differ on opinions, it is her understanding that they cannot grow the funds over two years. John Arena noted that it is fine to accrue a positive balance as long as the expenses equal it.

Barry Berman asked if they are allowed to charge back the wages costs part of salaries and Sharon Angstrom indicated yes and we do that also.

6B2

John Arena asked if a reconciliation sheet can be done every year and Sharon Angstrom indicated it can and she will be working with Martha Sybert on this. John Arena asked how we unwind this account and Sharon Angstrom indicated they could refund money to those who contributed to the fund. The money has to be used for what the fund was created for. The management letters says the school department has 6 – 24 months of excess in that revolving fund.

Daniel Ensminger asked if there are any revolving funds on the Town side with a lot of excess and Sharon Angstrom indicated only one in building and that money was used for snow and ice.

The Town Manager noted that Town Meeting will have to vote any changes on how the money is spent.

Daniel Ensminger noted that Kathleen Colleary's letter indicates the fees must be calculated.

John Arena asked the Town Accountant to come back in the first quarter of the new fiscal year with the result of solving these problems. Ms. Angstrom noted that they could lower fees or refund fees if there is too much excess. She also indicated she doesn't like when the auditors are finding things but they did mention that we were easy to work with and we do have an AAA bond rating.

Martha Sybert noted that she reported to the State on May 18th that she will have the report in approximately six months.

Barry Berman asked if the expectation is to be a zero at years end and Sharon Angstrom indicated no, there should be zero growth, not a zero balance.

Sharon Angstrom noted that the auditors will start their field work for FY15 on June 22nd.

The Town Manager noted that the Department of Revenue has indicated that the tax rate setting could be difficult this year due to early retirements but they will bring in people to help out.

Hearing – Second Driveway Request – 137 – 139 Salem Street – The Secretary read the hearing notice. The Town Manager noted we received comments from DPW, the Town Engineer and Police and they have no problem with the request.

Developer Al Couliard noted that he will be raising the existing building and increasing the frontage separation from 29 feet to 81 feet.

Barry Berman noted that he is creating two instances of driveways emptying onto a busy street at the same time. Is there anything in the code regarding distance between separate properties? The Town Manager noted there is not and noted that one of the driveways is shared. Mr. Couliard noted that the other driveway is big enough so they can turn around and pull out forward.

Molly Baker, 143 Salem Street, noted she shares the driveway and they are going to a non-shared which she likes. She asked what will happen to the shared piece. Mr. Couliard noted it will go to grass. After two to four months he will cut and loom that piece. Ms. Baker asked if there will be any trees planted there and Mr. Couliard noted they will talk about this.

Mr. Baker asked about the grading of the property and Daniel Ensminger noted this is not the forum for that discussion.

A motion by Sexton seconded by Arena that the Board of Selectmen close the hearing on the second driveway request for 137 – 139 Salem Street was approved by a vote of 4-0-0.

A motion by Sexton seconded by Arena that the Board of Selectmen approve the proposed driveway separation for 137 – 139 Salem Street as indicated on the plan by Christiansen & Sergi, Inc. dated April 16, 2015 subject to the following conditions:

- 1. That the applicant submit a grading plan to Engineering for review and approval as a substantial grade differential exists to each of the abutting properties;**
- 2. The existing shared driveway does not have an outstanding legal document prohibiting this action;**

was approved by a vote of 4-0-0.

Birch Meadow Field Lighting – Recreation Administrator John Feudo, Recreation Committee Chairman Richard Hand and Tom Fratto from the Little League were present.

John Feudo noted that they are interested in hearing from the neighbors. This is the first of three neighborhood meetings. They have filed with Conservation for borings and the plan/design should be complete sometime in July/August. They hope the procurement will be in August.

John Arena asked what the borings are for and John Feudo indicated that is for the construction of the lights. We will be going from 17 lights on a pole to 27 lights on a pole.

John Feudo noted the intent is to light the Little League field, turf 2, the softball fields, the lighted softball field and Morton Field.

John Arena asked if there is any thought about getting nets on Birch Meadow Drive and John Feudo noted they could put them on the fence.

Daniel Ensminger asked what type of lights we will be using and John Feudo noted Musco lights. We will use directional lights that are a green system and don't waste light.

Barry Berman asked about the height difference and John Feudo noted the current poles are 30 feet. The poles on the fields will be 50 feet and on the turf will be 50 – 60 feet. Barry Berman jokingly asked if we will put tires around them and John Feudo noted we will put padding around them.

John Arena asked if there is any engineering for future development. John Feudo noted that some of the lights will be tied into the tennis box and the others will tie into the existing boxes.

John Feudo noted that parking is an issue with or without lights on the fields. He recommends restricting parking on the resident side of Bancroft Street to resident only; have tennis parking only at the courts and baseball parking at the fieldhouse.

John Feudo noted that the light schedule will vary by field and they will keep the neighbors in mind. There will be a little bit of light spillage. Moving the vehicles to the fieldhouse should cut back on the noise and the Little League will park at RISE.

Kevin Sexton noted that beyond RISE is a court not being used and he asked if that could be used for parking. John Feudo noted that is possible to look at but it is close to houses on Longfellow.

6B4

John Arena asked about the problem of turning around on Bancroft Avenue and John Feudo noted that is why he suggests making it one way directed to the parking.

John Feudo noted that we changed the address on all of the websites to 62 Oakland Road. The Recreation Committee is committed to accommodate the neighbors. He is adding way finding signs also.

Kevin Sexton asked what is done for resident guest parking and the Town Manager noted that there are resident guest passes.

The Town Manager noted that the schools have activities all year round. He suggests giving people a chance to change their behavior before making the street a one way.

Dave Swyter, 98 Hartshorn Street, noted he had a hard time linking to the 2009 Master Plan. He suggests doing some Master Plan refiguring. John Feudo noted that when the first Master Plan was finished the Selectmen asked the Recreation Committee to relook at it. The first step is to light the fields. Imagination Station needs have changed. The Recreation Committee is doing a survey which was released yesterday.

Daniel Ensminger asked what the timetable is for updating the plan. John Feudo noted it will take 30 days to get the results of the survey. He feels they will be looking at a 20% to 30% tweak.

Dave Swyter asked if the Board of Selectmen is creating an ad hoc committee to update the Master Plan and John Feudo noted they are not, they gave that task to the Recreation Committee.

Mr. Swyter noted that part of the Master Plan is not to add more parking. Barry Berman noted that most of the parking already exists and he doesn't see a divergent from the original plan.

Dave Swyter noted that the Master Plan calls for no tree removal, no fences if possible, no advertising, etc. and he feels the Selectmen need to assign an ad hoc committee to investigate this. He noted that the lights at the tennis court are 40 feet high and we are adding 70 foot lights. He feels the neighbors will get glare from the vertical lighting. He noted that Musco can model the light glare on the houses. He noted that hours of operation need to be considered. The tennis court is lit and nobody is on it. John Feudo noted that it is difficult to determine when people will play and there is a schedule for the tennis court. The fields will only be lit when being used.

Barry Berman asked if we can have an authorized user to turn the lights on and off and John Feudo indicated yes.

Jonathan Weber, 84 Hartshorn Street, asked if we are taking the basketball court near RISE for parking and John Feudo indicated we are not. Mr. Weber noted that traffic must be looked at. He feels signage will make a difference and he is concerned about the lighting. He is concerned with tennis only parking because it will be hard to enforce and he doesn't like giving one group something more than everyone else. He thinks lights are workable if they are only on for events. He also noted that everyone is waiting for something to be done with Imagination Station.

Julie Scott from Hanscom Avenue noted that Morton Field keeps getting closer to her home. She has dents in her siding. She asked if night games will be allowed and if the lights will be on until 10:00 p.m. She noted that games start at 8:00 a.m. John Feudo noted that the Recreation Committee will determine if it will be lit at night. They will get input from neighbors. He also noted that fields are not used until 9:00 a.m. Ms. Scott asked if the

LB5

benches will be steel and John Feudo noted they will be covered with plastic. Ms. Scott asked if there was a possibility of getting some netting and John Feudo indicated yes, if she wants it.

Justin Lizotte, 246 Bancroft Street, noted that he is in favor of netting. He suggests putting signage in the batting cages with hours of use. He noted it is a private individual using the field early in the morning.

John Arena suggested putting up some greenery and John Feudo noted that he would have to check with Conservation about that.

Dave Swyter noted that horizontal is birds eye and vertical are headlights glare and Musco can model that. He asked the cost of the lighting and the Town Manager indicated \$1 million. Mr. Swyter asked who is paying and John Feudo noted that the users will pay for the use.

The Town Manager noted that Recreation charges fees and if they are below costs we can increase the fee to cover the costs for debt service for all of this.

Dave Swyter asked about field maintenance and the Town Manager noted that maintenance is in the budget and users pay. Recreation also has playground funds to cover the fences if needed. John Feudo noted that they have an organization raising money to do field clean up. Dave Swyter asked if the basketball court was off the plan and John Feudo indicated it is not off the plan, it's just not a priority.

A resident noted that the chain link fence has a hole in the side at the basketball court.

A resident requested a speed bump on Bancroft.

A resident from 77 Hanscom asked if the better hours are to satisfy existing customers or to bring in more groups. John Feudo noted it is for Town use. The resident asked if the Town rents out to out of towners and John Feudo noted we do, but try to discourage that.

John Feudo noted that the Recreation Committee will hold a second hearing once they get the results of the borings.

The Town Manager noted that the existing Master Plan is the default – we are just tweaking and making suggestions.

Barry Berman noted that we also need the results of the survey before the second hearing.

Dave Swyter requested that the foot candles and hours of operation be available at the second hearing.

A motion by Sexton seconded by Arena to go into Executive Session to discuss strategy with respect to collective bargaining, and that the Chairman declares that an open meeting may have a detrimental effect on the bargaining position of the body and not to come back into Open Session was approved on a roll call vote with all five members voting in the affirmative.

Respectfully submitted,

Secretary

6B6



Town of Reading Meeting Minutes

Board - Committee - Commission - Council:

Board of Selectmen

Date: 2015-06-03

Time: 6:00 PM

Building: Pleasant Street Senior Center

Location: Great Room

Address: 49 Pleasant Street

Purpose: Attend Public Forum

Attendees: **Members - Present:**

Chairman Daniel Ensminger, Vice Chairman John Halsey and Barry Berman

Members - Not Present:

John Arena and Secretary Kevin Sexton

Others Present:

Town Manager Bob LeLacheur

Minutes Respectfully Submitted By: Secretary

Topics of Discussion:

Discussion/Action Items

Economic Development Public Forum – The Selectmen attended a Public Forum presented by the Metropolitan Area Planning Council regarding the Planning for Reading's Economic Development Future. This was an informational session and no action was taken by the Board of Selectmen.

The meeting adjourned at 8:30 p.m.

Respectfully submitted,

Secretary



The Commonwealth of Massachusetts

License #: GL-15-5

Fee:50.00

TOWN OF READING

This is to certify that:

**Huang Kitchen
672 Main Street
Reading, MA 01867**

Seating **20 SEATS** customers

IS HEREBY GRANTED A

COMMON VICTUALLER'S LICENSE

in said Reading, Massachusetts and at that place only and expires December 31, 2015, unless sooner suspended or revoked for violation of the laws of the Commonwealth respecting the licensing of common victuallers. This license is issued in conformity with the authority granted to the licensing authorities by General Laws, Chapter 140, and amendments thereto.

Pursuant to Section 3.6 of the Board of Selection's Policies, patrons are not permitted to bring alcoholic beverage on the premises for their own consumption and licensees are not permitted to keep alcoholic beverages on the premises except for a small quantity that is used in preparation of certain specialty cooked foods. All signs shall conform with the sign regulations of Town of Reading.

In Testimony Whereof, the undersigned have hereunto affixed their official signatures.

Date Issued: 06/11/2015

42005



Reading Housing Authority

22 Frank D. Tanner Drive Reading, MA 01867-2399 (781) 944-6755

2015 JUN -4 AM 10: 36

June 1, 2015

Board of Selectmen
Town of Reading
16 Lowell Street
Reading, MA 01867

Dear Chairman Ensminger,

The Reading Housing Authority deeply regrets accepting the resignation of Ms. Karen L. Flammia as Board Member for this agency effective June 30, 2015. She has honored the Reading Housing Authority by giving us many years of her expertise and service and will be surely missed.

She has served with great distinction during numerous consecutive terms as a tenant representative. Her knowledge of the community and this agency's programs only enhanced her ability to serve along side her fellow board members. She has always been supportive of me during my tenure here that began in early 2001 and has continually supported the Reading Housing Authority's vision to not only preserve our existing programs but expand low-income housing in the Town of Reading. Karen has been an invaluable resource in the promotion of creative and innovative housing ideas and supportive housing programs, especially those involving our seniors.

The Reading Housing Authority is grateful to her for her many hours of dedicated service to the Authority's mission. On behalf of the Board and the staff of the Reading Housing Authority, we extend her our best wishes.

Respectfully,

Lyn E. Whyte, PHM
Executive Director

cc: RHA Board Members

本通知很重要。請將其譯為中文。
ĐÂY LÀ MỘT BẢN THÔNG CÁO QUAN TRỌNG
XIN VUI LÒNG CHO DỊCH LẠI THÔNG CÁO ẤY
នេះគឺជាជំនាញសំខាន់ សូមប្រែជាភាសាខ្មែរ

This is an important notice. Please have it translated.
 Ceci est important. Veuillez faire traduire.
 Este es un aviso importante. Sirvase mandarlo traducir.
 Este é um aviso importante. Queira mandá-lo traduzir.

qa

4/C BOS

Schena, Paula

From: LeLacheur, Bob
Sent: Tuesday, June 02, 2015 10:15 AM
To: Schena, Paula
Subject: FW: FiOS TV Notice
Attachments: Customer Notice - Playboy.pdf

For 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: Reddish, Jill M [<mailto:jill.m.reddish@verizon.com>]
Sent: Tuesday, June 02, 2015 9:22 AM
To: Reddish, Jill M
Subject: FiOS TV Notice

Dear Municipal Official,

This is to notify you of certain upcoming changes to FiOS® TV programming.

On or after August 1, 2015, Playboy TV® will be moved from channel 440 (SD) to channel 950 and will become available in High Definition (HD). Additionally, channel 441, Playboy TV® En Espanol, will no longer be found in the channel lineup but will be available for subscribers through the On Demand Menu.

Verizon will notify affected subscribers via email or direct mail beginning on or around June 15, 2015. A sample customer notice is attached.

Access to the FiOS® TV channel lineup is available 24/7 online at verizon.com/fiostvchannels.

We realize that our customers have other alternatives for entertainment and our goal is to offer the best choice and value in the industry. Verizon appreciates the opportunity to conduct business in your community. Should you or your staff have any questions, please contact me.

Sincerely,

Jill M. Reddish

Jill Reddish
FiOS TV- Sr. Staff Consultant
Franchise Management - NE
617 342 0558



FiOS® TV Channel Changes

Dear Valued Verizon Customer

We strive to provide you with the best entertainment experience possible and that's why we are notifying you of an upcoming change in the FiOS® TV channel lineup for Playboy TV®.

On or after August 1, 2015, Playboy TV® will be moved from channel 440 SD to channel 950 and will now be available in High Definition (HD). Additionally, channel 441, Playboy TV® En Espanol, will no longer be found in the channel lineup but will be available for subscribers through the On Demand Menu under Free & Premium/Premium Channels/Playboy.

Thank you for choosing Verizon, we appreciate your business.

Sincerely,
Your Verizon Team

LCBOS

Schena, Paula

From: LeLacheur, Bob
Sent: Monday, June 15, 2015 10:58 AM
To: Schena, Paula
Subject: FW: FiOS TV Notice
Attachments: Customer Notice - RSN.pdf

BOS packet

From: Reddish, Jill M [jill.m.reddish@verizon.com]
Sent: Monday, June 15, 2015 10:55 AM
To: Reddish, Jill M
Subject: FiOS TV Notice

Dear Municipal Official,

This is to notify you of upcoming changes to FiOS® TV.

On or after September 1, 2015 -

- The Regional Sports Network Fee will increase from \$2.42, \$3.48 or \$3.99 to \$4.99 per month for certain customers. This fee helps to cover the high costs Verizon pays to Regional Sports Networks to deliver professional and collegiate sports programming in each local team's territory.
- The rate for Sports Pass will increase from \$9.99 to \$11.99 per month.
- The rate for a Digital Adapter will increase from \$5.99 to \$7.99 per month.

Verizon will notify affected subscribers of the above by means of bill message beginning on or around July 1, 2015. A sample customer notice is attached.

Additionally, on or after September 18, 2015, Rocks TV will move from channel 172 to channel 155. Verizon will notify affected subscribers by means of bill message beginning on or around July 15, 2015. A sample customer notice is attached.

Access to the FiOS® TV channel lineup is available 24/7 online at verizon.com/fiostvchannels.

We realize that our customers have other alternatives for entertainment and our goal is to offer the best choice and value in the industry. Verizon appreciates the opportunity to conduct business in your community. Should you or your staff have any questions, please contact me.

Sincerely,



Jill Reddish
FiOS TV- Sr. Staff Consultant
Franchise Management - NE
617 342 0558

qcl



FiOS® TV Changes

At Verizon, we strive to bring you the best entertainment experience. In an effort to manage our rising programming costs, on or after 30 days from the date of your bill, we are increasing the Regional Sports Network Fee to \$4.99 per month. This monthly fee helps to cover the high costs Verizon pays to Regional Sports Networks to deliver professional and collegiate sports programming in each local team's territory. Verizon offers alternative packages that do not include Regional Sports Networks and are not subject to this fee.

To continue to bring you the best programming TV has to offer, at times we need to raise our rates. On or after 30 days from the date of this bill, the monthly rate for Sports Pass will increase by \$2.

To continue providing you with quality service and product innovation, on or after 30 days from the date of your bill, the monthly rate for your FiOS Digital Adapter TV equipment will increase \$2 per adapter. This rate increase will not apply to digital adapters that are subject to a current equipment promotional offer. If you would like to review your current services and equipment options, please visit myverizon.com

On or after September 18, 2015, Rocks TV will move from channel 172 to channel 155.

902

L/C BOS

Schena, Paula

From: LeLacheur, Bob
Sent: Tuesday, June 16, 2015 12:29 PM
To: Schena, Paula
Subject: FW: Northampton Regional Meeting Rescheduled

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: Massachusetts Municipal Association [<mailto:alerts@mma.org>]
Sent: Tuesday, June 16, 2015 12:25 PM
To: Reading - Selectmen
Subject: Northampton Regional Meeting Rescheduled

Having trouble viewing this email? [Click here](#) for web version.



Massachusetts Municipal Association

The Voice of Cities and Towns

mma.org

June 16, 2015

Dear Selectman,

Due to unforeseen circumstances, the June 18 Massachusetts Selectmen's Association Regional Meeting in Northampton has been rescheduled for **Thursday, June 25 at Union Station, 125A Pleasant Street Northampton, Massachusetts 01060** at 5:45 p.m. The Senate President has been confirmed for this date. We apologize for any inconvenience this may present.

If you already registered, please send me an email that you will be able to attend the June 25th meeting. If you would like to register for the meeting, please click [HERE](#) to register.

Thank you very much and again we apologize for this inconvenience. We hope to see you on June 25th!

Additional information:

9d1

<http://www.unionstationbanquets.com/location.html>

<http://www.mma.org/events-mainmenu-47/mma-calendar/eventdetail/808/-/selectmen-s-association-regional-meeting>

Thank you very much and I hope to see you next week!

Megan J. Devine

Member Services Coordinator
Massachusetts Municipal Association
One Winthrop Square
Boston, MA 02110

617-426-7272 x104
mdevine@mma.org

Follow us on Twitter: [@massmunicipal](https://twitter.com/massmunicipal)



Massachusetts Municipal Association
One Winthrop Square, Boston, MA 02110
(617) 426-7272
All contents copyright 2014, Massachusetts Municipal Association

Click here to [Unsubscribe](#) from all MMA emails.

Powered By  **informz**

LC BOS

Schena, Paula

From: LeLacheur, Bob
Sent: Tuesday, June 16, 2015 9:26 AM
To: Schena, Paula
Subject: FW: North Shore Pride Lunch and Learn/ HRC Municipal Equality Index
Attachments: WebPage.pdf; WebPage.pdf

BOS packet

From: Linda [ldockser@verizon.net]
Sent: Tuesday, June 16, 2015 8:36 AM
To: Reading - Selectmen
Cc: Lori Hodin; Anthony, Camille; Doherty, John
Subject: North Shore Pride Lunch and Learn/ HRC Municipal Equality Index

Dear Selectmen,

Yesterday I went to the North Shore Pride "Lunch and Learn" part of a weeklong series of events to educate communities about being welcoming and supportive to their LBGT citizens. It was a powerful and inspiring panel. Many thanks to Selectman Barry Berman who forwarded to me the invitation for this event. The organization is 4 years old and I think would be a great resource. You can learn more about it at <http://northshorepride.org>. The speakers included a State Representative Paul Tucker, the Mayor of Salem Kimberly Driscoll, an alum of Gordon College Paul Miller, and the executive director of of the Massachusetts Transgender Political Coalition Mason Dunn. I was surrounded by a diverse audience of articulate and passionate citizens very worried about LBGT suicide, community education, and connecting people to make a positive difference in everyone's lives.

There were many ideas that were sparked by the informed panelists. One of them was being aware of the need to diversify our staff, not just with different genders, races, etc. but also with LBGT. Students need inspiring, caring, supportive, and successful role models, they also need to see that their schools and town are open to everyone succeeding, not just those of the majority profile.

Yesterday at the North Shore Pride Lunch and Learn, the other thing mentioned aside from diversity in leadership/staff positions which has been mentioned before in terms of diversifying our teaching and administrative staff, is an "HRC (Human Rights Campaign) Municipal Equality Index." This index can be used as a tool to see how welcoming and supportive to LBGT our community is.
[\[http://www.hrc.org/campaigns/municipal-equality-index\]](http://www.hrc.org/campaigns/municipal-equality-index)

I have to say how proud I was to be from Reading yesterday, knowing that the LBGT Community was not shut down when they brought a challenge to our public school's attention. When the realization that gender assigned robes was not appropriate or comfortable, RMHS students and administration worked together to find a solution owned by everyone. There were no fingers pointed, but rather a collaborative effort which communicated respect and acceptance. It does not surprise me that the school facilities are already grappling with the Public Accommodations Law and corresponding bathroom (and locker-room?) needs, even before forced to do so by a law. It was also powerful to know that a portrait of Harvey Milk is being hung in the heart of our school!

Mason Dunn, Executive Director of the Massachusetts Transgender Political Coalition, was one of the panelists. His website [\[www.masstpc.org\]](http://www.masstpc.org) has information about the proposed change in Public

Accommodations Law that is currently being considered by our legislators. I have attached some informational sheets to this email as well.

Thank you again Barry for the heads up about this learning opportunity.

Have a great day!

Linda

Linda Snow Dockser, Ph.D.
HRAC & School Committee Member
110 Beaver Road
Reading, MA 01867
ldockser@verizon.net

<http://www.masstpc.org/pubs/legis/FactSheet-20150423.pdf>

Transgender People & Public Accommodations

Background

This legislation would add “gender identity” to existing Massachusetts civil rights law for public accommodations, which currently prohibit discrimination on the basis of age, race, creed, color, national origin, sexual orientation, sex, religion and marital status. The Massachusetts public accommodation law defines a place of public accommodation as, “any place, whether licensed or unlicensed, which is open to and accepts or solicits the patronage of the general public.”

Seventeen states, Washington D.C., and approximately 225 cities and towns have passed non-discrimination laws protecting gender identity in public spaces. Twelve municipalities in Massachusetts have enacted local ordinances that protect gender identity in public spaces.

17 STATES!

- California
- Colorado
- Connecticut
- Delaware
- Hawaii
- Illinois
- Iowa
- Maine
- Maryland
- Minnesota
- Nevada
- New Jersey
- New Mexico
- Oregon
- Rhode Island
- Vermont
- Washington

12 Mass. Cities & Towns!

- Boston
- Cambridge
- Worcester
- Amherst
- Northampton
- Salem
- Swampscott
- Brookline
- Somerville
- Newton
- Medford
- Melrose

What Are Public Accommodations?

A public accommodation is any place that is open to the public and provides goods or services. This includes museums, public transportation, coffee shops, hotels, and restaurants. Many employers based out of or operating in Massachusetts are places of public accommodation, including the MBTA, Starbucks, and hospitals. These businesses cannot discriminate in employment on the basis of gender identity, yet they could legally turn away a transgender customer.



What is Gender Identity?

As defined in the 2011 law, *An Act Relative to Gender Identity*:

“‘Gender identity’ shall mean a person’s gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person’s physiology or assigned sex at birth. Gender-related identity may be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, as part of a person’s core identity; provided however, gender-related identity shall not be asserted for any improper purpose.”

Bill Information

Senate Bill #735:

An Act Relative to Transgender Anti-Discrimination

House Bill #1577:

An Act Relative to Gender Identity & Non-Discrimination

For more information, contact:

Mason Dunn, 617-778-0519 (x6), masondunn@masstpc.org



Talking About Public Accommodations

Background In 2011, we passed a historic bill that protects transgender people in the areas of credit/lending, housing, public education, and employment. "Gender identity" was also added to the hate crimes statute. However, protections in public spaces were excluded from the bill! A transgender person cannot be denied employment at a local restaurant because of his/her/their gender identity, but could be denied service as a customer!

Why Do We Need This Law?

- 

To End Confusion ✓ Businesses will not have to deal with the inconsistency between protections in employment, but not in public spaces
Example: A transgender person working at a doctor's office will not have to worry about being denied care as a patient because of their identity

- 

To Ensure We Are All Treated Equally ✓ Keeping the law as is sends the message to the general public that it is okay to deny services to transgender people
Example: A gay couple checking into a hotel cannot be denied service, but a transgender person can be asked to leave based on their gender identity and/or expression

- 

To Improve Our Shared Quality of Life ✓ Transgender people will have the peace of mind in knowing that they have legal protections in public spaces and are supported by the same laws that protect so many others
Example: Transgender people will not have to censor themselves or avoid public places for fear of being kicked out or harassed by business owners or employees

peace of mind

How We Know the Law Will Work

- ✓ Since 2012, Massachusetts' schools have been required to provide transgender students with access to restrooms and locker rooms that match their gender identity. There have been no reported incidents of indecent behavior by transgender students since this policy has been implemented.

 Planet Fitness, a national gym franchise with more than 900 locations across the country, has successfully implemented trans-friendly locker room policies for its facilities with no substantiated reports of misbehavior on the part of transgender clients.

And if the Law Stays the Same?

- ✓ A 2014 study states that transgender people who reported being discriminated against in public are **84 percent more likely** to experience adverse physical effects (headaches, muscle tension and upset stomach) and **99 percent more likely** to experience emotional effects (frustration, anger, sadness)
- ✓ The same study reports that discrimination in public spaces increases the likelihood of a transgender person forgoing medical care and seeking treatment for health problems

