



Town of Reading Meeting Posting with Agenda

RECEIVED
TOWN CLERK
READING, MASS.

2015 DEC 10 P 2:00

Board - Committee - Commission - Council:

Board of Selectmen

Date: 2015-12-15

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**
 - a. Climate Advisory Committee
 - b. Human Relations Advisory Committee
- 5) **Discussion/Action Items**
 - a. Wakefield/Reading Inter Municipal Agreement – Renew Shared Assessor 7:15
 - b. Watering for Adopt an Islands and Town Buildings 7:20
 - c. Disability Commission 7:30
 - d. Confirm Appointment of Police Chief 7:40
 - e. Approve Licenses (non-alcohol) and Special Permits for Early Opening and 24 Hour Operation 7:50
 - f. Birch Meadow Master Plan Joint Meeting with Recreation Committee 8:00
 - g. FY17 Budget
- 6) **Approval of Minutes**
 - a. October 28, 2015
 - b. November 17, 2015
- 7) **Licenses, Permits and Approvals**
- 8) **Executive Session**
- 9) **Correspondence**

DRAFT - BOARD OF SELECTMEN			
2016	AGENDAS		2016
<i>12/8/2015</i>		Responsibility	Start time
	January 12, 2016	Pleasant St Ctr	
Office Hour	Halsey		6:30
	Change of license (HOLD)		7:00
	Police Chief Badge Pinning		7:05
	FY17 Town Budget		7:30
	Budget Overview	LeLacheur	
	Administrative Services	Kraunelis	
	Public Services	Delios	
	Finance	Angstrom	
	Facilities	Huggins	
	Benefits, Miscellaneous	LeLacheur	
	Capital/Debt	LeLacheur	
	January 19, 2016	Pleasant St Ctr	
	FY17 Town Budget		7:00
	Public Safety - Fire/EMS	Burns	
	Public Safety - Police	Segalla	
	Public Safety - Dispatch	Segalla	
	Public Library	Urell/Trustees	
	Public Works	Zager	
	Enterprise Funds	LeLacheur	
	Budget Summary	LeLacheur	
	January 20, 2016 - Financial Forum	Pleasant St Ctr	7:30
	January 26, 2016		
	Animal Control Bylaw		7:30
HEARING	Close Warrant for April 25, 2016 Annual Town Meeting	LeLacheur	9:00
	February 9, 2016		
Office Hour			6:30
	Multi Board/Committee Chair & Vice Chair Summit	LeLacheur	
	February 23, 2016		

	Discuss forming Cable Advisory Committee - cable agreements expire 11/23/18 - 3yr formal process is allowed	Town Counsel	
	Local elections March 1, 2016	Tuesday	
	March 8, 2016		
Office Hour			6:30
	Board Reorganization	LeLacheur	
	March 22, 2016		
HEARING	(effective December 2015 billing)	LeLacheur	9:00
	Vote Annual Town Meeting Warrant Articles	LeLacheur	9:30
	April 5, 2016		
Office Hour			6:30
	April 19, 2016		
	Town Meeting April 25, 2016	Monday	
	Town Meeting April 28, 2016	Thursday	
	Town Meeting May 2, 2016	Monday	
	Town Meeting May 5, 2016	Thursday	
	May 3, 2016		
Office Hour			6:30
	May 17, 2016		
	June 7, 2016		
Office Hour			6:30
	June 21, 2016		
Future Agendas			
	Joint Meeting with RMLD Commissioners		
	Multi Board/Committee Summit		

	Reading 2020 Community Meeting		
	Downtown Parking		
	Strout Avenue Master Plan		
Recurring Items			
	Close Warrants	by Sep 23/Nov	
		by Jan 26/Mar	
	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

**Town of Reading
Election and Town Meeting
Calendar for 2016**

Event	Event Date	Last Day to Close Warrant	Last Day to Post Warrant	Voter Registration Closes - 8:00 PM	Nomination Papers Available No Later Than	Last Day to Obtain Nomination Papers	Nomination Papers Due - 5:00 PM	Withdraw Name - 5:00 PM
Presidential Primary	March 01	February 23	February 23	February 10				
Town Election	March 01	January 26	February 23	February 10	December 02	January 11	January 12	January 28
Annual Town Meeting	April 25 April 28 May 02 May 05	January 26	February 23					
State Primary	September 20	September 13	September 13	August 31				
State Election	November 08	November 01	November 01	October 19				
Subsequent Town Meeting	November 14 November 17 November 21 November 28	September 27	October 31					



Town of Reading
16 Lowell Street
Reading MA 01867

RECEIVED
TOWN CLERK
READING, MASS.

Town Clerk
781-942-9050

fax: 781-942-9070

2015 OCT 19 12:03
web site: www.readingma.gov

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

Name: EVERSON JEFFREY HAYDEN Date: 10/19/2015
(Last) (First) (Middle)

Address: 21 PINE RIDGE CIRCLE

Phone (Home): _____ Phone (Work): 781-944-3632

Phone (Cell): _____ Which number should be listed? HOME

Occupation: PHYSICIST, PH.D. Number of years in Reading: 37

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 checked="" type="checkbox"/> <u>1</u> 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:

AS A PHYSICIST, I HAVE A BROAD BACKGROUND IN RENEWABLE ENERGY TECHNOLOGIES, SENSORS, APPLIED ROBOTICS AND ENVIRONMENTAL ISSUES. I OPERATE A CONSULTING PRACTICE HELPING SMALL COMPANIES TO WRITE RESEARCH & DEVELOPMENT PROPOSALS. SEE WWW.JAEVERSONCONSULTING.COM. I HAVE A PHD IN PHYSICS FROM BOSTON COLLEGE, WITH THIS BACKGROUND, I ANTICIPATE MAKING A CONTRIBUTION TO THE CLIMATE ADVISORY COMMITTEE. MY INTEREST HAS BEEN DISCUSSED WITH ROW D'ADDIRIO.

ya



Town of Reading
16 Lowell Street
Reading MA 01867

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READING, MASS.

Town Clerk
781-942-9050

fax: 781-942-9070

website: www.readingma.gov

2015 OCT 29 P 4 29

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

Name: LYNCH SEEMA MARY Date: 10/28/15
(Last) (First) (Middle)

Address: 36 CHUTE STREET

Phone (Home): _____ Phone (Work): _____

Phone (Cell): _____ Which number should be listed? _____

Occupation: ATTORNEY Number of years in Reading: 3

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 checked="" 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 |
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| <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: Resume Attached

Diverse professional + personal background: Attorney/mediator/cultural trainer
+ multi-cultural background/experience

SEEMA MARY LYNCH

36 Chute Street
Reading, MA 01867

LEGAL EXPERIENCE

OF COUNSEL, Hamel, Marcin, Dunn, Reardon & Shea, P.C., Boston, MA (2012-Present)

- Represent medical professionals, hospitals and other health-care related businesses in areas of malpractice, licensing board investigations, employment, discrimination, retaliation, and wage and hour litigation
- Practice before federal and state courts, and administrative agencies, including Massachusetts Commission Against Discrimination (MCAD), Equal Employment Opportunity Commission (EEOC) and professional licensing boards
- Assess, strategize and routinely advise clients on potential liability, risk mitigation, quality assurance, and legal/regulatory compliance
- Work collaboratively with co-counsel, insurance adjusters, corporate risk managers, human resource staff and in-house counsel
- Assist institutional clients with internal investigations, reviewing and updating personnel policies and employee handbooks, and compliance with internal procedures
- Represent and counsel clients, including institutional employees at all levels, for direct and cross examinations at depositions, trials and administrative hearings
- Participate in all aspects of litigation management from initial intake to trial preparation, including settlement negotiations, alternative dispute resolution, and mock trials
- Provide training and presentations on employment-related legal matters

SENIOR ATTORNEY, Melick, Porter & Shea, LLC, Boston (2007-2009)

- Represented health care providers in areas of general civil litigation, professional negligence and licensing matters
- Managed litigation caseload by advising clients, interviewing witnesses, drafting legal documents, performing legal research, conducting and defending depositions, selecting expert witnesses, attending court hearings, and participating in alternative dispute resolution and mock trials

SENIOR ATTORNEY, Hunter & Bobit, PC, Boston, MA (1995-2002)

- Represented health care providers in insurance defense litigation, professional negligence, personal injury, and in matters before professional licensing boards and MCAD
- Managed all phases of litigation caseload from intake to trial preparation, including settlement negotiations and alternative dispute resolutions
- Researched law and drafted documents, including pleadings, memoranda, appellate briefs, and position statements
- Presented oral arguments before federal and state courts
- Participated in mock trial presentations to educate hospital employees on risk management
- Assisted hospital in development of policy and procedures to conform with Americans with Disabilities Act
- Trained and supervised junior associates

ASSOCIATE, Bloom & Buell, Boston, MA (1992-1995)

- Represented health care providers in professional negligence and general personal injury cases
- Participated in all phases of discovery, including appearing in court for medical malpractice tribunals, hearings and conferences, attending depositions and conciliations, consulting with medical experts, performing legal and factual research, drafting memoranda and appellate briefs, and trial preparation

ADDITIONAL EXPERIENCE

CO-FOUNDER, XPAT2XPAT, Boston, MA (2012-Present)

- Design and facilitate intercultural competency programs to assist individuals, families and industry professionals transitioning to and/or working with other cultures

ADJUNCT FACULTY, Boston, MA (2002-2014)

- **Boston University School of Law, Boston, MA (2012-2014)**
Taught legal research and writing course to international LL.M. students in American Law Program, including how to draft memoranda and legal agreements
- **Northeastern University School of Law, Boston, MA (2003-2004; 2006-2008)**
Taught legal research and writing course to first year law students, advanced legal research course to upper level law students, and American jurisprudence course to Ph.D. candidates in legal policy program
- **Suffolk University, Boston, MA (2003-2006)**
Taught civil litigation, administrative law, and legal research and writing courses to undergraduate students
- **New England School of Law, Boston, MA (2002-2004)**
Taught appellate advocacy to upper-level law students, including how to draft a bench memorandum, appellate brief, and present an oral argument

VISITING PROFESSOR, East China University of Political Science & Law, Shanghai, China (2011-2012)

- Taught post-graduate Chinese law students legal English and writing courses in the context of American jurisprudence during three year international assignment

INSTRUCTOR, Legal Union, Shanghai, China (2010-2011)

- Taught contract drafting skills to Chinese attorneys with high-intermediate English language skills

EDUCATION

***Juris Doctor*, Northeastern University School of Law, MA (1992)**

- Clerkship, Judge Isaac Borenstein

***Bachelor of Arts*, Boston University, MA (1989)**

- Political Science, *Cum Laude*; Dean's List

LICENSES & CERTIFICATIONS

Certified Mediator, Harvard Mediation Program, Cambridge, MA (2013)

Cultural Trainer, Interchange Institute, Boston, MA (2011)

Massachusetts, U.S. Bar Member #561706 (1992)

- Licensed to practice before Supreme Judicial Court and the U.S.D.C. for the District of Massachusetts

PUBLICATIONS, COMMUNITY ACTIVITIES, PRESENTATIONS

Lynch, S. & Grygorcewicz, M. "Proposed Overtime Rules Present an Ideal Opportunity to Review Employee Classifications and Manage Risk" (2015), Hamel, Marcin, Dunn, Reardon & Shea. Web. 17 Sept. 2015. || Volunteer Mediator, Community Member, Harvard Mediation Program, Cambridge, MA (2013-2014) || Mock Trial Judge, 9th Annual Justice Brandeis Invitational Tournament, Brandeis University, Waltham, MA (2014) || Presenter, Cross Cultural Issues in Mediation, Harvard Mediation Program, Cambridge, MA (2014) || Plenary Panel Member ("Cross Cultural Identity, Lost in Translation"), Families in Global Transition Conference, Washington, D.C. (2012)

INTER-MUNICIPAL AGREEMENT
BETWEEN THE TOWN OF READING AND THE TOWN OF WAKEFIELD
DIRECTOR OF THE ASSESSING DEPARTMENT

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 Town of Wakefield, a Massachusetts municipal corporation having a usual place of business at 1 Lafayette Street, Wakefield, Massachusetts 01880, acting by and through its Board of Selectmen ("Wakefield")

WITNESSETH THAT:

WHEREAS, Reading and Wakefield desire to share the services and costs associated with a Director of their respective Assessing Departments; and

WHEREAS, each of the parties has obtained authority to enter into this Agreement pursuant to G.L. c. 40, § 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. Director of Assessing. During the term of this Agreement, Reading and Wakefield shall assume their respective shares of the costs associated with a shared Director of Assessing (the "Director"). Notwithstanding any other provision of this Agreement to the contrary, Reading and Wakefield shall maintain separate Boards of Assessors which shall be vested with the authority for setting policy within their respective communities.
2. Term. The term of this Agreement shall commence on January 1, 2016, and shall expire on December 31, 2018, unless earlier terminated as set forth herein. The parties shall review their contractual relationship every 12 months, the terms of which are set forth herein, to ensure that this Agreement continues to satisfy the needs and objectives of each community.
3. Identity of Director. The parties shall share the services and costs of the incumbent Director of the Assessing Department of Wakefield, Victor Santaniello, or a successor hired through the standard personnel practice of Wakefield in consultation with Reading.
4. Compensation. Wakefield shall pay the salary and benefits of the Director. Reading shall contribute its share of the associated costs for this position by paying to Wakefield a variable sum, as required by the terms and conditions of this Agreement in Appendix I (and as amended from time to time), 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). Wakefield 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 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 or such personnel practices may require Wakefield to make a lump sum payment to the aforesaid position reflecting a retroactive salary increase during the term hereof, Wakefield shall promptly give written notice thereof to Reading and Reading shall, within sixty (60) days thereafter, pay Wakefield one-half (1/2) such amount to the extent that the retroactive pay period includes any part of the term hereof. For Fiscal Year 2017, the compensation paid by Reading to Wakefield shall be in accordance with Appendix I attached hereto.

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

6. Retirement, Workers' Compensation and Other Benefits. The Director will remain a member of the Wakefield Contributory Retirement System. Upon retirement, Reading will be assessed a share of the cost of pension plans reflecting any concurrent time the Director spent working for Reading hereunder pursuant to applicable Massachusetts General Laws. Reading shall reimburse Wakefield quarterly as described in section '4. Compensation' for its workers' compensation, health insurance, life insurance, and Medicare costs associated with the employment of the Director, such reimbursement to be in the same proportion as Reading's contribution to the Director's compensation for such year.

7. Duties. The Director shall perform his duties as required by the respective local laws and regulations of Wakefield and Reading. Attached as Appendix II is a document entitled "Reading Wakefield Assessor Task List July 2012" to provide guidance as to the expected duties as they pertain to Reading. Wakefield and Reading shall each provide the Director with office space and office equipment for work within their respective communities. The Director shall work primarily in the office space provided by Wakefield and shall maintain regular, public office hours in Reading, such office hours to be mutually agreed upon by the parties.

8. Car. The Director will be reimbursed for any mileage incurred in the performance of services hereunder directly by the community in which said services are performed. All mileage reimbursement shall be paid at the rate then governing in the community receiving said services.

9. Indemnification. Wakefield shall hold Reading harmless from any and all claims related to employment or employee benefits, collectively bargained or otherwise, made by the Director prior to the commencement of the term of this Agreement. Reading shall indemnify and hold harmless Wakefield and each and all of its officials, officers, employees, agents, servants and representatives from and against any claim arising from or in connection with the performance by the Director of his duties in or for Reading including, without limitation, any claim of liability, loss, damages, costs and expenses for personal injury or damage to real or personal property by reason of any negligent act or omission or intentional misconduct by the Director while in or performing services for Reading. Similarly, Wakefield shall indemnify and hold harmless Reading and each and all of its officials, officers, employees, agents, servants and representatives from and against any claim arising from or in connection with the performance by the Director of his duties in or for Wakefield, including without limitation, any claim of liability, loss, damages, costs and expenses for personal injury or damage to real or personal property by reason of any negligent act or omission or intentional misconduct by the Director while in or performing services for Wakefield. 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) Wakefield and Reading shall each have the right to select counsel to defend against such claims, such counsel to be reasonably acceptable to the other party and its insurer, if any, and to approve or reject any settlement with respect to which indemnification is sought; (b) each party shall cooperate with the other in all reasonable respects in connection with such defense; and (c) neither party shall be responsible to pay any judgment, award or settlement to the extent occasioned by the negligence or intentional misconduct of any employee, agent, official or representative of the other party other than the Director. By entering into this Agreement, neither of the parties has waived any governmental immunity or limitation of

damages which may be extended to it by operation of law including, but not limited to, G.L. c. 258, the Massachusetts Tort Claims Act.

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

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

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

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

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

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

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

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

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

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

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

b. To Wakefield. Any notice to Wakefield hereunder shall be delivered by hand or sent by

registered or certified mail, return receipt requested, postage prepaid, to:

Steve Maio
Town Administrator
Wakefield Town Hall
1 Lafayette Street
Wakefield, Massachusetts 01880

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

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

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

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

TOWN OF WAKEFIELD
By its Board of Selectmen

Certificate of available
appropriation

Town Accountant

Approval as to legal form

Town Counsel

TOWN OF READING
By its Board of Selectmen

Certificate of available
appropriation

Town Accountant

Approval as to legal form

Town Counsel

Reading Wakefield Assessor Task List – July 2012

Job Description: Responsibilities for Town of Reading

- **CAMA conversion to Patriot Properties AssessPro system**
 - **Review / correct property cards**
 - **Work with vendor and MA to utilize new system Nov. 2012**
- **Manage the outsourced Field Review process with Finnegan Appraisal and Consulting, LLC – work due September 2012**
- **The annual DOR certification 2012**
- **Manage the outsourced Full Review process with Patriot Properties – work due April 2013**
- **The triennial DOR revaluation 2013**
- **Attend Regular meetings with the Reading Board of Assessors – no more than twice/month, except more frequently during the abatement winter season**
- **Manage the Assessor's budget within the Finance department**
- **Manage the Assistant Appraiser and other clerical staff assigned to the Assessor's office by the Town Manager**
- **Other duties as assigned by the Reading Board of Assessors**

5a7



Town of Reading
16 Lowell Street
Reading, MA 01867-2685

FAX: (781) 942-9071
Email: mkraunelis@ci.reading.ma.us

Administrative Services Department
(781) 942-6611

MEMORANDUM

To: Robert W. LeLacheur, Jr.
Town Manager

From: Matthew A Kraunelis, Esq.
Director of Administrative Services

Date: November 17, 2015

Re: Creation of a Reading Disability Commission

I was recently asked to explore the possibility of the creation of a Disability Commission in the Town of Reading. Reading currently has a municipal ADA coordinator but no established Disability Commission. Having such a Commission is a local option and not mandatory. Currently 157 communities in Massachusetts have a Disability Commission. In order to establish a Disability Commission, the town must vote to accept the provisions of MGL Chapter 40 section 8J. This vote must be at an annual or special town meeting.

The duties of the Commission are outlined in the statute, which I have attached. The Commission must have at least six meetings per year, keep records of its meetings and actions, and file an annual report. Commissions must consist of five to nine members and are appointed by the selectmen or town manager. The majority of the members must be disabled, and one must be an immediate family member of a disabled person. One member of the Commission must be an elected or appointed official of the town. Members are initially appointed in staggered one, two, and three year terms.

The Commission may receive gifts of real and personal property in the name of the town, subject to the approval of the board of selectmen. The gifts are managed and controlled by the Commission.

If it is decided that Reading would like to establish a Disability Commission, a warrant article should be prepared for the annual town meeting accepting the provisions of MGL Chapter 40 section 8J. I can help with that effort if needed.

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**PART I** ADMINISTRATION OF THE GOVERNMENT**TITLE VII** CITIES, TOWNS AND DISTRICTS**CHAPTER 40** POWERS AND DUTIES OF CITIES AND TOWNS**Section 8J** Disability commission; powers and duties; members; terms

Section 8J. A city which accepts the provisions of this section by vote of its city council, subject to the provisions of its charter, or a town which accepts the provisions of this section at an annual or special town meeting, may establish a commission on disability, hereinafter called the commission, to cause the full integration and participation of people with disabilities in such city or town. Such commission shall (1) research local problems of people with disabilities; (2) advise and assist municipal officials and employees in ensuring compliance with state and federal laws and regulations that affect people with disabilities; (3) coordinate or carry out programs designed to meet the problems of people with disabilities in coordination with programs of the Massachusetts office on disability; (4) review and make recommendations about policies, procedures, services, activities and facilities of departments, boards and agencies of said city or town as they affect people with disabilities; (5) provide information, referrals, guidance and technical assistance to individuals, public agencies, businesses and organizations in all matters pertaining to disability; (6) coordinate activities of other local groups organized for similar purposes.

Said commission shall keep records of its meetings and actions and shall file an annual report which shall be printed in the city or town annual report and shall have at least ten meetings annually.

Said commission shall consist of not less than five nor more than nine members. In cities, the members shall be appointed by the mayor, subject to the provisions of the city charter except that in cities having a Plan D or Plan E form of government said appointments shall be by the city manager, subject to the provisions of the charter, and in towns they shall be appointed by the selectmen, except towns having a town manager form of government, in which towns appointments shall be made by the town manager, subject to the approval of the selectmen and except towns having a town council form of government, the town manager. A majority of said commission members shall consist of people with disabilities, one member shall be a member of the immediate family of a person with a disability and one member of said commission shall be either an elected or appointed official of that city or town. The terms of the first members of said commission shall be for one, two or three years, and so arranged that the term of one-third of the members expires each year, and their successor shall be appointed for terms of three years each. Any member of said commission may, after a public hearing, if so requested, be removed for cause by the appointing authority. A vacancy occurring otherwise than by expiration of a term shall be filled for the unexpired term in the same manner as an original appointment. The chairperson and other officers shall be chosen by a majority vote of said commission members.

Said commission may receive gifts of property, both real and personal, in the name of the city or

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town, subject to the approval of the city council in a city or the board of selectmen in a town, such gifts to be managed and controlled by said commission for the purposes of this section.

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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 License Renewals – 2015

November 16, 2015

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

*Chief Cormier
11/15/2015*

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 non-alcohol License Renewals for 2015.

I reviewed the Department's in house computer history (01/01/2015 to 11/09/2010) of the above Licensee Renewals for 2015 with the following results for your review.

LIVERY: 3 Licensees. No unusual call history.

CLASS I, II AND III: 11 Licensees. No unusual call history.

Based upon the above information, I see no reason why the above licenses should not be renewed.

Respectfully Submitted,

Lt. Detective Richard Abate
Criminal Division Commander

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Special Permits –12-2-2015

24 Hour Permit

Gas:

Reading Shell Station, 87 Walkers Brook Drive

Retail Sales before 6:00 a.m.

Food:

Dunkin Donuts and West Street Mobil, 4 West Street – 5:00 a.m.

Starbucks Coffee, 24 Walkers Brook Drive – 5:00 a.m.

Starbucks Coffee, 288 Main Street – 5:00 a.m.

J.K.'s Market, 212 Main Street – 5:45 a.m.

Cumberland Farms, 303 Salem Street – 5:00 a.m.

Fitness:

Snap Fitness, 30 Haven Street – 5:00 a.m.

Reading Athletic Club, 1 General Way – 5:00 a.m.

Planet Fitness, 275 Salem Street – 5:00 a.m.

Burbank YMCA, 36 Arthur B. Lord Drive – 5:00 a.m.

Fit By Catarina, 335 Main Street – 5:00 a.m.

Pure Fit Studio, 34 Gould Street – 5:00 a.m.

Tread LLC, 6 Linden Street – 5:00 a.m.

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LIST OF LICENSES

11/5/15

MOTOR VEHICLES LICENSEES

Class I

Gallery North, Inc. (Class I)
d/b/a Honda Gallery
88-98 Walkers Brook Drive

Class II

128 Tire, Inc. (Class II)
459 Main Street

Brown's Auto Repair (Class II)
35 Lincoln Street

Reading Auto Sales (Class II)
550 Main Street

Reading Foreign Motors, Inc. (Class II)
4 Minot Street

RMP Mass (Class II)
Reading Motors
1337 Main Street

Reading Square Texaco (Class II)
749 Main Street

Worldwide Vehicle and Equipment Sales, LLC (Class II Wholesale)
360 Main Street

Universal Machinery, LLC (Class II Wholesale)
2 Linden Street

Reading Petroleum
431 Main Street

Class III

North Reading Auto & Recon, Inc. (III)
d/b/a Gray's Towing
4 Minot Street

LIVERY LICENSEE

Dilsh An Perera
Sapphire Livery
1230 Main Street

523

Abdollah Hosseini
Abby Transportation
211 Main Street, Unit 2

Jean Paul Marcelin
Allez Vous Transportation
16 Arlington Street

COMMON VICTUALLER LICENSEES

Anthony's Roast Beef
216 Main Street

Avana Sushi III Seafood Restaurant
589 Main Street

Bagel World
323 Main Street

Bangkok Spice Thai Restaurant
76 Haven Street

Bertucci's Italian Restaurant
45 Walkers Brook Drive

Biltmore & Main Bar and Grill
530 Main Street

Burger King
357 Main Street

Café Capri
355 Main Street

Chili's Grill & Bar
70 Walkers Brook Drive

Christopher's Restaurant
580 Main Street

Colombo's Pizza and Café
2 Brande Court

D'Amici's Bakery
614 Main Street

Dandi-Lyons
1331 Main Street

Dunkin' Donuts
273 Salem Street

Dunkin' Donuts
454 Main Street

Epicurean Feast
55 Walkers Brook Drive

Fussilli's Cucina
107 Main Street

Fusion Café and Restaurant
607 Main Street

Fuddruckers
50 Walkers Brook Drive

Green Tomato
42 High Street

Huang Kitchen
672 Main Street

Jimbo's Famous Roast Beef & Seafood
454 Main Street

Last Corner Restaurant
49 High Street

Longhorn Steak House
39 Walkers Brook Drive

Mandarin Reading Restaurant
296 Salem Street

McDonald's
413 Main Street

Meadow Brook Golf Club
292 Grove Street

Meadow Brook – Snack Bar
292 Grove Street

Orange Leaf Frozen Yogurt
612 Main Street

Oye's
26 Walker Brook Drive

525

P & S Convenient Store
287 Lowell Street

Pizza Town
583 Main Street

Portland Pie
54 Haven Street

Reading House of Pizza
1321 Main Street

Reading Ice Arena Authority
51 Symonds Way

Reading Overseas Veteran's Inc.
575 Main Street

Reading Veteran's Association
37 Ash Street

Richardson's Ice Cream
50 Walkers Brook Drive

Ristorante Pavarotti
601 Main Street

Starbucks Coffee
288 Main Street

Starbucks Coffee
24 Walkers Brook Drive

Subway
190 Haven Street

Swiss Bakers
32 Lincoln Street

Town Pizza & Deli
648 Main Street

Venetian Moon
680 Main Street

Zinga Reading
50 Haven Street

ENTERTAINMENT LICENSEES

Biltmore & Main Bar and Grill

566

530 Main Street

I-Max Theater
50 Walkers Brook Drive

Bunratty Tavern
622 Main Street

Reading Veteran's Association
37 Ash Street

AUTOMATIC AMUSEMENT LICENSEES

Biltmore & Main Bar and Grill
530 Main Street

Reading Veterans Association
37 Ash Street

Fuddruckers
50 Walkers Brook Drive



Town of Reading Meeting Minutes

Board - Committee - Commission - Council:

Board of Selectmen

Date: 2015-10-28

Time: 7:30 PM

Building: Pleasant Street Senior Center

Location: Great Room

Address: 49 Pleasant Street

Purpose: Financial Forum

Session: Joint Meeting

Attendees: **Members - Present:**

Board of Selectmen Chair Daniel Ensminger, Selectmen Kevin Sexton and Barry Berman

Members - Not Present:

John Halsey and John Arena

Others Present:

Town Manager Bob LeLacheur, Assistant Town Manager Jean Delios, Police Chief James Cormier, Fire Chief Greg Burns, Town Accountant Sharon Angstrom, Public Services Director John Feudo, DPW Director Jeff Zager, Assistant DPW Director Jane Kinsella, Superintendent of Schools John Doherty, Town Ombudsman Matt Kraunelis, Board of Selectmen Chair Dan Ensminger, Selectmen Kevin Sexton and Barry Berman, Ruth Urell, Vicki Yablonsky, David Traniello, School Committee Members Jeanne Borawski, Gary Nihan, Elaine Webb and Linda Snow Dockser, Eric Burkhart, and Nancy Docktor, Fincom Chair Mark Dockser, Anne Landry, Paula Perry, Paul McNeice, Marc Moll, Vanessa Alvarado and Administrative Assistant Caitlin Saunders

Minutes Respectfully Submitted By:

Topics of Discussion:

Finance Committee Chairman Mark Dockser called the meeting to order. The School Committee was also called to order.

Town Accountant Sharon Angstrom gave a review of FY15. She noted we were under budget by \$1.6M on the expense side. The Killiam Fields project did not happen which turned back a lot. She noted regeneration has started growing over the past couple years. Ms. Angstrom provided a graph showing free cash for the last 20 years and predicting it for FY16-18 assuming a \$2M a year usage. She then showed free cash at the beginning and end of each year with the regenerations from FY03 predicted to FY18.

A question was asked which services make the 'charges for services' number so high. Ms. Angstrom noted most of that number is building department fees.

The Board of Selectmen called to order at 7:40 PM.

Mr. LeLacheur explained the reformatting changes in the presented Budget summary. There is an extra \$412,000 in property taxes and \$100,000 in transfers for facilities. The Permanent Building Committee is asking to fund a design study in \$200,000 for the cemetery building.

Assuming 8% for health insurance increases and 2.5 for state aid, it will take \$2 Million in free cash in FY17 to balance the budget. We will not know the health insurance number until February and there is a good chance it will be higher than 8%.

The FY18-FY20 graph shows we will have to cut about one million every year to balance the budget. The operating budgets cannot continue at 3.5% realistically. There is about \$2 Million in unmet needs and \$1 Million annual structural deficit. The background for an override is present especially with health insurance increasing the way it has been. The Board of Selectmen had an executive session to talk about a possible large real estate development that could bring in a lot of revenue but probably not for 5-10 years.

In Article 3, the FY16 General Fund there is a \$2 Million subtraction of debt project from the cemetery garage.

Mr. Berman asked how we explain to the community that even though we are growing free cash we still need an override to continue to provide current services. Mr. LeLacheur noted we can only keep solving these problems for a few more years before we won't have any left. We do not want to drain our free cash completely before we ask for more.

Mr. LeLacheur provided a graph with similar communities to Reading and their tax rates compares to ours. The services required of Reading are the same as communities like Lexington, Winchester and Andover however those communities' taxes are significantly higher than Readings. Reading is the lowest on the list in commercial space. Mr. LeLacheur said he excluded communities like Burlington who have 30% commercial space that pays 75% of their property tax. Reading has less than 10% commercial space. We have to think about who cannot afford higher taxes, like the elderly, who are a large population in Reading.

Ms. Perry asked how the town can keep existing businesses and market to get new businesses into town. Mr. LeLacheur noted other towns have staff specifically for that, who go out and look for businesses. However, Reading simply does not have the staff to do that.

Mr. Ensminger noted it is time for the Board of Selectmen to seriously start thinking about the future and ask for an override. Realistically it would be for FY18 at this point.

Mr. Dockser commented that the boards need to explain to Town Meeting what that means for services.

Mr. Berman suggested we really take this year to gather feedback from the community on their priorities and educate them on what the override would be for and how much.

Mr. Dockser noted we also need to take into effect the changing demographics.

Mr. LeLacheur said he would like to protect employee morale and not show Town Meeting 2 budgets showing employee cuts, we should use generalizations.

Dr. Doherty noted 3.5% would be scary for the Schools with cuts.

Mr. Berman suggested showing 2 budgets but show 1 of where we are now and 1 of where we want to be.

Ms. Barowski commented it is hard to protect employee morale too when someone leaves and we can't fill the position.

Mr. LeLacheur said Reading's budget is very detailed compared to other towns. We have a lot of line items and separate out a lot of things to show specific areas.

Ms. Snow Dockser suggested we show what free cash would look like if we used what we needed to sustain budgets.

Mr. LeLacheur noted we could have 2 good years if we ran down free cash but then after that we would be in trouble. Once people are properly informed they will understand and sort out their priorities. It would be a good idea to ask for an override now and see what the community says and then adjust when we know.

Ms. Alvarado asked if there are any concerns moving forward with such a large kindergarten size this year.

Dr. Doherty answered that is hard to predict because we don't know what the next size class will be.

Mr. Dockser asked what 1% would be in dollar amount for health insurance increase and Mr. LeLacheur answered \$150,000.

Ms. Perry noted she liked FINCOMs approach last year with the health insurance increase and said free cash is meant to take the shortfall that's why we have it.

Dr. Doherty wanted to point out that the schools have reached their foundation for Chapter 70 aide and not expect that to increase too much.

FINCOM agreed \$2 Million was a good number for Mr. LeLacheur and the Board of Selectmen to work with for free cash and use 8% for health insurance.

Mr. Dockser said his personal opinion is we should be careful how high we raise OPEB.

Mr. LeLacheur noted if we were fully funding OPEB we would need another \$1.5 Million per year in the general fund.

Ms. Angstrom commented some communities aren't funding OPEB at all.

Article 3 amended is an additional \$200,000 for a design study for the cemetery building and delete the \$2 Million right now for the project.

Mr. Sexton made a motion to approve Article 3 as amended, second by Mr. Berman and approved with a 3-0-0 vote.

Mr. McNeice asked what to \$200,000 design study would get us.

Mr. LeLacheur answered they are touring all the cemeteries and gathering data with land options and will come back with a full study and almost give us a package ready to put out to bid.

Mr. McNeice asked if this would look at a combo with DPW and Mr. LeLacheur said that is to be determined.

Mr. Ensminger said he thinks the committee is very open minded and will look at all options. He also noted one person on the committee has built three other towns' DPW/cemetery buildings.

Ms. Perry asked if there was money in capital for this project.

Mr. LeLacheur noted there is \$3 Million currently in capital in FY18 for DPW and cemetery buildings.

Mr. McNeice made a motion to accept Article 3 as amended, second by Mr. Moll and approved with a 6-0-0 vote.

Mr. Sexton made a motion to accept Article 4 as proposed, second by Mr. Berman and approved with a 3-0-0 vote.

Ms. Perry made a motion to accept Article 4 as proposed, second by Ms. Alvarado and approved with a 6-0-0 vote.

Mr. Sexton made a motion to accept Article 5, second by Mr. Berman and approved with a 3-0-0 vote.

Mr. McNeice made a motion to accept Article 5 as amended, second by Mr. Moll and approved with a 6-0-0 vote.

Mr. Berman made a motion to adjourn at 8:55 PM, second by Mr. Sexton and approved with a 3-0-0 vote.

Mr. McNeice made a motion to accept the minutes from October 14th, 2015 as amended, second by Mr. Moll and approved with a 5-0-1 vote with Ms. Perry abstaining.

Mr. Moll made a motion to accept the minutes from September 16th, 2015 as amended, second by Ms. Alvarado and approved with a 6-0-0 vote.

Ms. Landry made a motion to adjourn at 9:05 PM, second by Mr. McNeice and approved with a 6-0-0 vote.

Respectfully Submitted,

Secretary

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Town of Reading Meeting Minutes

Board - Committee - Commission - Council:

Board of Selectmen

Date: 2015-11-17

Time: 7:00 PM

Building: Reading Town Hall

Location: Selectmen Meeting Room

Address: 16 Lowell Street

Purpose: General Business

Session: Open Session

Attendees: **Members - Present:**

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

Members - Not Present:

Others Present:

Town Manager Bob LeLacheur, Police Chief James Cormier, Deputy Police Chief Mark Segalla, Executive Assistant Paula Schena, Bill Brown, Eilish Havey, Art and Jan Triglione, Erin-Calvo Bacci, Julie Thurlow, Leslie Leahy, Michael Giacalone, Gina Snyder, Richard Coco, Al Sylvia

Minutes Respectfully Submitted By: Secretary Kevin Sexton

Topics of Discussion:

Reports and Comments

Selectmen's Liaison Reports and Comments – John Halsey noted that the Recreation Committee has finalized the fee structure that has been shared with the users. They will inform Town Meeting of the evolving Birch Meadow Committee and they have invited user groups in tonight and are sharing the outcomes of the survey. Abutters will be invited in to review the plan. Also, neighbors had concerns regarding parking and traffic and this needs to be put on a Selectmen's agenda. They are requesting no parking on Bancroft except by residents with plaques and enforcement will be important. They have redirected traffic to parking lots in GPS. They have also asked for improved signage directing to appropriate parking places. The Town Manager noted this will be addressed at the joint meeting with the Recreation Committee on December 15th and John Halsey noted they want to report the Selectmen approved this at their December 8th meeting.

Barry Berman asked who decides on the Recreation fees and John Halsey noted the Recreation Committee. Barry Berman congratulated John Halsey and Kevin Sexton on the Fire Safety issue that went before Town Meeting.

Kevin Sexton noted that he attended the RMHS Mary Poppins and it was absolutely phenomenal.

Daniel Ensminger noted that he attended the Veterans Day services and gave the main address. He noted that children read poems and there was a very good turnout.

Public Comment – Tony Torra, Juniper Circle, thanked the Board for taking the time on the Firearms issue. He is against the decision but respects it. He asked Kevin Sexton if the comment that he made at Town Meeting about "now no one can shoot off a gun in Home

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Depot Parking lot" was factual. Kevin Sexton indicated it was not, it was a personal remark. Tony Torra noted that remark was incorrect. He noted that he and other hunters took offense at that remark because they are not irresponsible people who would be shooting guns off in the Home Depot parking lot. Kevin Sexton apologized and noted it was a theoretical statement that they wanted a better Bylaw, it was not meant to reflect on the hunters in Town.

Town Manager's Report – The Town Manager noted that Governor Baker came to Reading on Veteran's Day to unveil a new Veterans loan program for the three condos on the corner of Woburn and High.

The Garden Club is coming in on December 15th to discuss water for Adopt an Island. There is information in tonight's packet from Matt Kraunelis regarding establishing a Disability Commission. Also, a builder and his attorney came in to talk about rental units at St. Agnes. In addition, the Board will discuss the Animal Control Bylaw at their meeting on January 26th.

Discussion/Action Items

Liquor License Renewals – The Town Manager noted this is the annual liquor license renewals. There are no concerns from the Police.

A motion by Sexton seconded by Berman that the Board of Selectmen approve the All Alcoholic Club Liquor Licenses for:

- ◆ **Reading Overseas Veterans, Inc. d/b/a Reading Overseas Veterans, 575 Main Street – pending issuance of certificate of inspection by Building Inspector once renovations are done**
- ◆ **Meadow Brook Golf Corp. of Reading, MA d/b/a Meadow Brook Golf Club, 292 Grove Street**
- ◆ **Home Building Corp. d/b/a Knights of Columbus, 11 Sanborn Street**
- ◆ **Reading Veterans' Association, Inc. d/b/a American Legion Post 62, 37 Ash Street**

for a term expiring December 31, 2016 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, was approved by a vote of 5-0-0.

A motion by Sexton seconded by Berman that the Board of Selectmen approve the All Alcoholic Package Store Liquor Licenses for:

- ◆ **Busa's Reading Liquors, Inc. d/b/a Busa's Reading Liquors, 345 Main Street**
- ◆ **Raksha, Inc. d/b/a Square Liquors, 11 High Street**
- ◆ **Jay and Ricky, Inc. d/b/a Ricky's Liquor, 214 Main Street**
- ◆ **Brooks Brew and Fine Wines, LLC d/b/a The Wine Shop & More, 676 Main Street**
- ◆ **Kajal and Kevin LLC d/b/a Liquor Junction, 128 Market Place Shopping Center, One General Way**
- ◆ **Pamplemousse Inc. d/b/a Pamplemousse, 26 Haven Street**

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for a term expiring December 31, 2016 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, was approved by a vote of 5-0-0.

A motion by Sexton seconded by Berman that the Board of Selectmen approve the All Alcoholic Restaurant Liquor Licenses for:

- ◆ Anthony’s Coal Fired Pizza of Reading LLC d/b/a Anthony’s Coal Fired Pizza, 48 Walkers Brook Drive – pending issuance of inspection certificate from the Building Inspector once construction is complete
- ◆ Mandarin Reading, Inc. d/b/a Mandarin Reading Restaurant, 296 Salem Street
- ◆ Mecom, Inc. d/b/a Café Capri, 355 Main Street
- ◆ CAC Foods, Inc. d/b/a Venetian Moon Restaurant, 680 Main Street
- ◆ Pepper Dining Inc. d/b/a Chili’s Grill & Bar, 70 Walkers Brook Drive
- ◆ The Boland Group III, LLC d/b/a Fuddruckers, 50 Walkers Brook Drive
- ◆ Bertucci’s Restaurant Corp. d/b/a Bertucci’s Italian Restaurant, 45 Walkers Brook Drive
- ◆ RARE Hospitality International, Inc. d/b/a Longhorn Steak House, 39 Walkers Brook Drive
- ◆ Ristorante Pavarotti, Inc. d/b/a Ristorante Pavarotti, 601 Main Street
- ◆ Unagi Servers Inc. d/b/a Biltmore & Main Bar and Grill, 530 Main Street
- ◆ KOK, Inc. d/b/a Oye’s, 26 Walkers Brook Drive
- ◆ Bistro Concepts, Inc. d/b/a Fuscilli’s Cucina, 107 Main Street
- ◆ Reading Pie LLC d/b/a Portland Pie Company, 54 Haven Street
- ◆ RKR Corporation d/b/a Bunratty Tavern, 622 Main Street

for a term expiring December 31, 2016 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, was approved by a vote of 5-0-0.

A motion by Sexton seconded by Berman that the Board of Selectmen approve the Wine and Malt Liquor License for:

- Palatat Pattenesuan d/b/a Bangkok Spice Thai Restaurant, 76 Haven Street

for a term expiring December 31, 2016 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, was approved by a vote of 5-0-0.

Approve Amendments to the Johnson Woods Regulatory Agreement – The Town Manager noted that Johnson Woods asked last June if they could swap an affordable unit. This amendment will still satisfy the affordable housing agreement.

LB3

A motion by Sexton seconded by Berman that the Board approve the Local Initiative Program Amendment to Johnson Woods Regulatory Agreement and Declaration of Restrictive Covenants for Ownership Project dated August 24, 2015 and authorize the Chair to sign on its behalf was approved by a vote of 5-0-0.

Authorize Town Manager to Sign Settlement Agreements for Sutton Brook Area (Article 12)
– The Town Manager noted that Town Meeting approved the settlement of the litigation so the Selectmen need to authorize him to sign the settlement agreements.

A motion by Sexton seconded by Arena that the Board authorize the Town Manager to sign on its behalf all documents needed to complete the Sutton Brook Disposal Area Superfund Site settlement was approved by a vote of 5-0-0.

Police Department Master Planning – Police Chief James Cormier and Deputy Police Chief Mark Segalla were present.

Chief Cormier noted that he wants to make the Board aware of what is on the horizon before a new Chief comes onboard. The Department is fully staffed. They recently tested for new hires and we had 150 candidates. He noted that was an impressive number because there has been an overall decrease in interest in Police exams due to the economy being good. He anticipates four to five new hires over the next year due to retirements. There will be promotions coming up after July 1 and he has hired a vendor and they will give a 180 day notice to officers to prepare. Labor relations are going well and the transition to a new Chief should go smoothly.

Barry Berman asked if the Chief anticipates any new officers and Chief Cormier noted that there will be a request in the FY17 budget for an additional School Resource Officer. John Halsey asked if that Officer would be for the middle school and Chief Cormier noted that the focus has been on the High School and he would like to focus on the middle school. He feels it is important for students and parents to feel comfortable with the School Resource Officer.

Chief Cormier noted that the department will do re-accreditation in August 2016. The contracts are up to date and expire June 2017. Dispatch will need significant capital improvements to keep up with technology. The Dispatch furniture needs to be updated. He was holding off for regionalization but he doesn't see that happening. Rehab of the Dispatch Center could cost approximately \$200,000 - \$500,000.

John Halsey asked if we receive a Dispatch grant and Chief Cormier noted we use that to offset salaries.

John Arena asked if there is any thought to lead the discussion in regionalization and the Town Manager noted that Reading has the least to benefit from that so he doesn't see any way to try.

Chief Cormier noted that tablet devices for Officers are another potential expense for a powerful tool. Body worn cameras are another potential expense. The only problem with cameras is the information request can be time consuming to view. It could be overwhelming. He would suggest developing a policy now so when the time comes we will be all set. Developing the policy will involve labor negotiations.

Barry Berman indicated he was under the impression that putting cameras on Officers can have a negative effect on the Officer. Chief Cormier noted that studies show significant benefits to having cameras. He noted that they video all booking processes and he has

never received a complaint about the booking process. He thinks body cameras will be mandated. Chief Cormier noted that it is all in acceptance and leaders. It can be successful. He also noted that the Officers do not have Tasers and they need an intermediary option. He noted that Tasers cost approximately \$2,000 per Officer and some of the Tasers come with cameras. John Arena asked about the annual cost of ammunition and maintenance for the Tasers and Chief Cormier noted approximately \$25 each.

Chief Cormier noted that the Fire Department uses Narcan but the Police do not. Narcan can be costly to replace at \$50 for each Narcan. He also noted that he and Deputy Chief Segalla attended an anti-terror meeting this morning. An armory in Massachusetts was broken into and weapons were stolen. He noted that the Town might want to purchase detecting devices.

John Arena thanked Chief Cormier for this leadership over the years. John Halsey thanked Chief Cormier and his team and noted that he has done a great job in our town – we had 150 applicants at our door waiting to work for us.

Chief Cormier thanked the Board of Selectmen and management for all of their support.

Continued Hearing on Tax Classification for FY2016 – The Town Manager noted that this is a continued hearing and asked if there were any new speakers.

Mike Palmer, owner of Fusilli's Cucina 107 Main Street noted that he purchased the building in 2009 and the taxes were \$9,800. The taxes were \$15,500 in 2010 and now they are \$25,000. He did file for an abatement and got the amount reduced to \$22,000. He noted that he owned property in Woburn and Melrose and his Reading location is 4000 feet shy of his Woburn location yet he pays \$7000 more in taxes in Reading. He asked why there was such a difference and John Halsey noted it was the assessment. Mr. Palmer noted that if the commercial tax is raised it will hurt him. Assessor Victor Santaniello noted that each town is on a different schedule and each Town has different values. Reading is more expensive.

Erin Calvo-Bacci, owner of 494 Main Street, indicated she is speaking as an advocate for the retailers. She noted that people shop on smart phones, they go to New Hampshire and they shop in Lynnfield. She noted that a tax increase will be rolled to people leasing. She noted that the Town needs large businesses like biotech.

Richard Coco noted that he served on the Finance Committee in the early 90's and a subcommittee looked at the split tax rate and recommended it. He feels the taxes in Reading are going the wrong way.

Lisa Delio, owner of a salon in Reading and President of the Chamber of Commerce noted that commercial property is only 8% of the Town. It would not be fair to split the rate because they don't share the benefits as residents i.e. no trash pickup, no school use, plus they pay a personal property tax. They ask the Board to vote against a split rate.

Julie Thurlow, President of Reading Co-Operative Bank noted that most businesses are tenants and this will impact their families.

Daniel Ensminger noted that the Board received an email from Linda Zarrow and read the email into the record and is included in tonight's Selectmen packet and available on the website.

Jack Leone, a CPA in Reading, noted that the Board is hearing the negatives of what will happen and the Selectmen should give three reasons why they should welcome a split rate.

Lisa Egan, Director of the Chamber of Commerce, noted that she works close with the businesses. Last winter hit everyone hard. Business owners volunteer time after hours and give donations to many organizations in town. They give and want people to shop local. She noted that a tax split is revenue neutral.

Robin Crane, from Fitness Within, noted that she spends more in this community than she does in her own community. The co-owner wants to live Reading. They are growing and hiring two trainers. They don't make money on donations and will have to be more picky on who they donate to.

Daniel Ensminger asked about the small commercial exemption. Victor Santaniello noted that a small commercial exemption is for businesses with 10 or less employees and value under \$1 million. The Division of Employment Training supplied him with a list of 53 companies in Reading that might qualify. John Halsey asked if the value was prorated for each business and Victor Santaniello noted it is not. The value is for the entire building.

Mike Palmer asked how valuation is guided because if the rate is changed he will be in a lot of trouble. Victor Santaniello noted that towns might have different valuation cycles.

Eilish Havey, owner of Bunratty Tavern, noted that every item on the menu has an assigned cost to cover the costs. It will cost money to cover the tax increase and meals taxes will decrease.

Daniel Ensminger noted that residential exemption needs more discussion in the future.

John Halsey noted that the residential exemption has an exclusion of up to 20%. If we do an override in the future we need to protect certain groups including small businesses and senior citizens. It is still revenue neutral and he feels we are not at the right crossroad time yet. He noted that we will have to reduce services if we don't have enough revenue to cover costs and everyone will have to chip in. Small businesses need to forecast ahead. The seniors need to be protected. The analysis is not complete on whether people want more services or more taxes.

John Arena noted that he is not sure how spreading the tax expense works yet but he did note the exemption needs to be explained so it is crystal clear. He noted this won't happen this year.

Barry Berman agreed that we are not ready yet. He noted there is an ability to shift to different classes and he feels we need to revisit this. He would like to link a residential exemption to an override. Victor Santaniello noted that he is looking at revamping exemptions and perhaps look at a Home Rule Petition.

Barry Berman noted that he is in favor of splitting the tax rate in the future. In 2007 the Town didn't look like it does now. Today we have more businesses and a vibrant downtown. Reading has made many "Top 10 Lists" to live in. Stoneham, Wakefield, Melrose all have commercial tax rates. Maybe 1.2 tax rate would still be well under the other towns. The homeowners are subsidizing the businesses. There is never a good time to ask people to pay more.

A motion by Sexton seconded by Arena to close the hearing establishing the FY2016 tax rate was approved by a vote of 5-0-0.

A motion by Sexton seconded by Arena to not grant an open space discount for Fiscal Year 2016 was approved by a vote of 5-0-0.

A motion by Sexton seconded by Arena to not adopt a residential exemption for Fiscal Year 2016 was approved by a vote of 5-0-0.

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Sexton moved and Arena seconded to adopt a residential factor of 1 for Fiscal Year 2016. A motion by Berman seconded by Ensminger to amend the main motion to a residential factor of 1.15 failed by a vote of 1-4-0 with Ensminger, Halsey, Sexton and Arena opposed. A motion by Ensminger seconded by Berman to amend the main motion to a residential factor of 1.1 failed by a vote of 2-3-0 with Halsey, Sexton and Arena opposed. The main motion was approved by a vote of 3-2-0 with Ensminger and Berman opposed.

John Halsey noted that people in the Town like the way it is and we need to explain to them about a split rate. He feels this is not the right time. A residential factor of 1.1% equals a savings of \$65 per homeowner. The cost moves to 8% of the commercial and the \$65 savings will end up being a \$500 expense for those who shop local. Mr. Halsey noted that homes in Reading are worth more than ever. Commercial property is worth three times the residential property. The more commercial property the more the businesses make. He recommends not splitting at this time.

Kevin Sexton noted that he wants to see a split rate tied to large commercial tenants coming to town. He also wants to hear from homeowners what they want and we haven't asked if they want this yet.

Daniel Ensminger asked John Halsey to explain how things will change if we wait one year. Mr. Halsey noted that this should be discussed in a financial forum and we should let citizens know. It is an unavoidable cost of doing business and everyone needs to pay without beating up one group over another. We can protect some smaller businesses. He noted that for some residents the tax bill is their biggest bill. He also noted that his vote can change in one year.

Barry Berman noted that if we go with a combined factor then it should be tied to a commercial exemption.

John Arena noted that who should pay more is the question. Businesses don't pay taxes they collect them. The person who pays the residential tax is their customer. It should be a single point approach and they should tell the truth. Pass it along to the resident, don't try to hide it.

John Halsey noted that if we do a commercial exemption then we need to do a residential exemption too.

A motion by Sexton seconded by Halsey to not grant a commercial exemption for Fiscal Year 2016 was approved by a vote of 5-0-0.

Daniel Ensminger recommended starting the discussion to study all four areas in early 2016 with a possible look at a Proposition 2 ½ override.

Barry Berman noted that we are all in this together and they are not pitting one against another.

Climate Advisory Committee – Climate Advisory Committee Chairman Ron D'Addario and members Gina Snyder and David Zeek were present.

Ron D'Addario noted that there is one cardboard recycling container in the CVS parking lot and it is being emptied two times a week. Pope Francis is concerned about the environment and asks that we be good stewards. Gina Snyder writes about 52 articles a year on Green Sense. He thanked Laurie Ann Sylvia for coordinating Earth Day at the RMLD. Gina Snyder noted that Stop and Shop is a member of the Recycling Green.

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Gina Snyder noted that the Light Department is developing an RFP for bids for solar panels. They are looking at Wilmington High School. They are also trying to pull together a program for assistance to low income seniors to have energy audits done. Someone from the Climate Advisory Committee will be there if the senior requests it. Daniel Ensminger asked about funding and Gina Snyder noted they are speaking with Reading Co-Op and a local church for private funding.

David Zeek noted that he wants to talk about natural gas leaks. He noted that there are 114 unrepaired gas leaks in Reading and the oldest is from 1991. The gas company grades the leaks 1, 2 and 3. Grade 3 leaks don't have to be fixed and the lost gas is added into the rate. The utility companies have to report the leaks they know about. There are 50 million gallons lost year in Massachusetts. Approximately 5% of EMS calls are gas leak related.

John Arena asked if there was any thought for them to replace the lines when the streets are redone and David Zeek noted that the DPW coordinates road replacements with the gas company.

David Zeek noted that this is a highly regulated monopoly. Some companies report negative loss. Methane is very bad for the environment. There are two Bills before the legislature to address this. One is to stop billing the consumer for lost gas and the second is to make them fix any grade leak when the road is opened up.

Daniel Ensminger noted that the first one makes sense and the second one is more punitive. David Zeek noted that 14 communities have passed resolutions in support of this.

Ron D'Addario noted that if the Town supports it will help all three legislators.

John Halsey noted this came to us at the end of the summer and he was against the idea of a resolution because it was not just a Reading issue. Now he has changed his outlook and thinks we should pass a resolution because it would be beneficial to Reading.

Gina Snyder noted that DPW planted two elm trees at the train station and they died due to gas leaks.

Barry Berman noted that it makes sense to support our delegation and pay it forward.

The Town Manager noted that Brad Jones doesn't necessarily support both Bills and we should check with him first.

John Halsey noted that he is looking to support because of the 114 leaks not to support legislators.

John Arena asked if there is any way a customer can ask them to fix the leak and David Zeek noted the customer has no leverage. National Grid is a British company. There were 40,000 gas leaks in Massachusetts last year and 20,000 were fixed.

Approval of Minutes

A motion by Sexton seconded by Berman to approve the minutes of November 3, 2015 was approved by a vote of 4-0-1 with Arena abstaining.

A motion by Berman seconded by Arena to adjourn the meeting at 10:56 p.m. was approved by a vote of 5-0-0.

Respectfully submitted,

Secretary

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