



Town of Reading Meeting Posting with Agenda

Board - Committee - Commission - Council:

Select Board

Date: 2022-09-13

Time: 7:00 PM

Building: Reading Town Hall

Location: Select Board Meeting Room

Address: 16 Lowell Street

Agenda:

Purpose: General Business

Meeting Called By: Caitlin Nocella on behalf of Chair Mark Dockser

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:

	<p><i>This Meeting will be held in-person in the Select Board Meeting Room at Town Hall and remotely on Zoom. It will also be streamed live on RCTV as usual.</i></p> <p>Join Zoom Meeting https://us06web.zoom.us/j/87089785034</p> <p>Meeting ID: 870 8978 5034 One tap mobile +16465189805,,87089785034# US (New York) +16465588656,,87089785034# US (New York)</p> <p>Dial by your location +1 646 518 9805 US (New York) +1 646 558 8656 US (New York)</p> <p>Meeting ID: 870 8978 5034 Find your local number: https://us06web.zoom.us/u/kcgJ2c44YY</p>	PAGE #
7:00	Overview of Meeting	
7:05	Public Comment	
7:10	State Legislation Visit	
8:00	SB Liaison & Town Manager Reports	
8:15	Public Hearing – Vote to Accept Proposed Changes to the Town Personnel Policy	9

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



Town of Reading Meeting Posting with Agenda

8:30	Discuss and Vote on RAAC recommendations for ARPA spending: <ol style="list-style-type: none">1. \$1,500,000 for Phase I of Birch Meadow2. \$91,600 for YMCA Adaptive Swimming overseen by the Rec Committee3. \$13,500 for the Historical Commission4. Additional \$22,500 for the Conservation Commission5. \$46,200 for the Reading Food Pantry	37
8:50	Preview Warrant for November Town Meeting	64
9:15	Discuss FY2024 Capital Plan and Process	86
9:20	Review Request for Information Responses and Discuss Next Steps for Cell Coverage	93
9:30	Discuss follow up from Summer Select Board Retreat and schedule a Fall Retreat	97
9:45	Discuss Town Masterplan	
9:50	Discuss Future Agenda Items and Office Hours	
10:00	Approve Meeting Minutes	103



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: Select Board
From: Fidel A. Maltez
Date: September 8, 2022
RE: Town Manager Memo for September 13th, 2022 Meeting

This will be an exciting meeting since we are honored to host our State Delegation: State Senator Jason Lewis, Minority Leader Representative Brad Jones, and State Representative Rich Haggerty. During my time in Reading, the State Delegation has been incredibly supportive. They attend our events, partner with Reading in many initiatives and most importantly, get much needed funding for our Town. I am very proud of the strong relationship we have with our State Delegation, and I am sure that this will continue.

The Select Board will be asked to vote the proposed changes to the Personnel Policies. This is a public hearing that has been advertised. We presented our proposed changes to the Select Board at our previous meeting on August 30, 2022. The Personnel Policies last received a major overhaul in 2009. Over the past 6 months, we have been actively working on this update. This review built upon extensive work performed by a staff working group and our HR Director. The Personnel Policies have been reviewed and endorsed by our Labor Counsel.

Most excitingly, the Select Board will be asked to vote on 5 spending requests from ARPA funds. These requests were voted by the Reading ARPA Advisory Committee (RAAC) on Tuesday September 6. RAAC has spent close to 6 months holding public meetings and going through a multiple of funding requests from our community. RAAC also issued a community survey that received over 1,000 responses. All the requests before the Select Board will have a significant benefit to our community.

At this meeting, we will preview our Warrant for November Town Meeting. We have 22 articles that will be presented; we are working through a couple of articles with Town Counsel. We are confident that will be able to complete the Warrant by September 20 when the Select Board must vote to close the Warrant.

Finally, I will share the results of the Request of Information from Cell Phone carriers to improve coverage in the Town. Verizon has requested that the Town entertain adding 3 more Cell Towers, in addition to the Auburn Water Tank.

FAM

Memo

To: Select Board
Fidel A. Maltez, Town Manager

CC: Jane Kinsella, Director of Public Works

From: Ryan Percival, P.E., Town Engineer

Date: September 7, 2022

Re: Auburn Street Water Tank Replacement

This memo serves as a brief update on the Auburn Street Water Tank construction progress. To date the contractor has completed all of the soil testing, removal and disposal. The temporary cell tower was successful erected and all communications were transferred over including the public safety equipment. Following the telecommunication and radio relocation the contractor completed the demolition of the exiting tank structure and foundation. During the demolition the Reading Fire Department performed a hot works detail to ensure proper fire protection and safety to the crew and residences.

In the upcoming months, the Town can expect the contractor to begin installing the new tank foundation as well as the pedestal walls. The sub-contractors installing the formwork and concrete will begin working on Saturdays. Saturday work will consist of form work, the use of generators or loud equipment is not anticipated, all concrete pours will be during normal working hours.

Due to a slight delay in sourcing materials and processing the required paperwork for the soil disposal, Statewide Aquastore has updated their schedule. The projected completion date is July 2023. Statewide Aquastore is anticipating a winter shutdown, however if the weather is mild the work shutdown will be minimal. Attached is the updated schedule.

Meanwhile, The Town has drafted the request for proposals (RFP) for the cell carriers to install their equipment on the new tank. We are awaiting the completed house drawings from Statewide to accompany the RFP. The RFP is anticipated to go out within the next month with hopes of adding additional cell carriers to the tank, improving the overall coverage in Town. Additionally, the Auburn Street Neighborhood can look forward to beginning discussions on the use of the open land adjacent to the water tank and the idea of a pocket park. This meeting will take place through CPDC and is tentatively scheduled for October 17, 2022.

**Legal Notice
(Seal)
Town of Reading**

To the Inhabitants of the Town of Reading:

Please take notice that the Select Board of the Town of Reading will hold a public hearing on September 13, 2022 at 7:00 p.m. in the Select Board Meeting Room, 16 Lowell Street, Reading, Massachusetts, and remotely via Zoom, to discuss and vote on the Town of Reading's Personnel Policies.

A copy of the proposed documents regarding this topic will be available in the Select Board packet 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 September 13, 2022 to townmanager@ci.reading.ma.us

By order of
Fidel Maltez
Town Manager

To the Chronicle: Please publish on Tuesday, September 6th, 2022

**Send the bill and tear sheet to: Town Managers Office
16 Lowell Street
Reading, MA 01867**

Town of Reading Massachusetts



PERSONNEL POLICIES

DRAFT September 13, 2022

**TOWN OF READING, MASSACHUSETTS
PERSONNEL POLICIES**

ARTICLE 1: AUTHORIZATION	1
ARTICLE 2: STATEMENT OF PERSONNEL PHILOSOPHY	1
ARTICLE 3: DEFINITIONS.....	2
SECTION 3.1. APPOINTING AUTHORITY:.....	2
SECTION 3.2. CHARTER:	2
SECTION 3.3. CONTINUOUS SERVICE:.....	2
SECTION 3.4. DEPARTMENT:	2
SECTION 3.5. DEPARTMENT HEAD:.....	2
SECTION 3.6. EMPLOYEE:	2
SECTION 3.7. HUMAN RESOURCES DIRECTOR:.....	2
SECTION 3.8. POSITION:.....	2
SECTION 3.9. TOWN:.....	2
ARTICLE 4: APPLICABILITY	2
ARTICLE 5: ADMINISTRATION	3
SECTION 5.1. HIRING:	3
SECTION 5.2. JOB DESCRIPTION:	4
SECTION 5.3. MANDATORY REVIEWS:.....	4
SECTION 5.4. MAINTENANCE OF AND ACCESS TO PERSONNEL FILE AND RECORDS:.....	4
ARTICLE 6: CLASSIFICATION AND COMPENSATION PLANS	5
SECTION 6.1. CLASSIFICATION PLAN:.....	5
SECTION 6.2. COMPENSATION PLAN:.....	5
ARTICLE 7: EMPLOYEE GUIDELINES	6
SECTION 7.1. NEPOTISM:	6
SECTION 7.2. WORKPLACE HARASSMENT AND DISCRIMINATION PROHIBITED:	7
SECTION 7.3. CONFLICT OF INTEREST:	11
SECTION 7.4. POLITICAL ACTIVITY:.....	11
SECTION 7.5. USE OF TOWN PROPERTY:.....	11
SECTION 7.6. DRUG FREE WORKPLACE:	11
ARTICLE 8: CHANGE OF EMPLOYMENT STATUS.....	12
SECTION 8.1. TRANSFER:.....	12
SECTION 8.2. PROMOTION:.....	12
SECTION 8.3. DEMOTION:	12
SECTION 8.4. LAY-OFF:.....	12
SECTION 8.5. RESIGNATION:	13
SECTION 8.6. RETIREMENT:.....	13
ARTICLE 9: TIME OFF BENEFITS AND WORKING CONDITIONS	13
SECTION 9.1. SERVICE CREDIT:	13
SECTION 9.2. SICK LEAVE, ACCIDENT REPORTING AND WORKER’S COMPENSATION:	14
SECTION 9.3. SICK LEAVE BUYBACK:	14
SECTION 9.4. SICK LEAVE BANK:	15
SECTION 9.5. BEREAVEMENT:.....	15

SECTION 9.6. MILITARY LEAVE:.....	15
SECTION 9.7. JURY SERVICE:.....	16
SECTION 9.8. FAMILY AND MEDICAL LEAVE ACT:.....	16
SECTION 9.9. MASSACHUSETTS PARENTAL LEAVE ACT:	18
SECTION 9.10. MASSCHUSETTS DOMESTIC VIOLENCE LEAVE ACT:.....	18
SECTION 9.11. UNPAID LEAVES OF ABSENCE - OTHER THAN FMLA LEAVE:.....	18
SECTION 9.12. SMALL NECESSITIES LEAVE ACT:	19
SECTION 9.13. HOLIDAYS:	19
SECTION 9.14. VACATIONS:	19
SECTION 9.15. FLOATING HOLIDAYS:	21
SECTION 9.16. GROUP HEALTH AND LIFE INSURANCE BENEFITS:	21
SECTION 9.17. EMPLOYEE ASSISTANCE PROGRAM:.....	21
SECTION 9.18. PROFESSIONAL DEVELOPMENT:.....	22
SECTION 9.19. OFFICE CLOSINGS:	22
SECTION 9.20. PERSONAL PROPERTY:	22
SECTION 9.21. TECHNOLOGY EQUIPMENT AND INTERNET USAGE:.....	22
SECTION 9.22. REMOTE WORK:	22
ARTICLE 10: DISCIPLINARY ACTION	23
ARTICLE 11: COMPLAINTS PROCEDURE	23
ARTICLE 12: CONFLICT WITH CIVIL SERVICE AND OTHER REGULATIONS	24
ARTICLE 13: EFFECT OF INVALIDITY	24
ARTICLE 14: EFFECTIVE DATE.....	24

TOWN OF READING, MASSACHUSETTS

PERSONNEL POLICIES

ARTICLE 1: AUTHORIZATION

The following policies are adopted by the Select Board pursuant to their authority under Section 3.2 of the Reading Home Rule Charter, and under Article 4 of the Bylaws of the Town of Reading.

ARTICLE 2: STATEMENT OF PERSONNEL PHILOSOPHY

The Town of Reading has as its goal the provision of excellent, cost effective and efficient services in a manner that is honest, ethical and fair to residents and employees.

The Town through the Select Board has adopted and may periodically amend a Mission Statement, Vision, and values that are expected to guide the behavior of Town employees. The Town Manager will inform new employees and remind ongoing employees of these important statements. Quality of service and excellence in customer service are the Town's standards, and acting through the Town Manager, the Town has the right and responsibility to plan, direct and control the Town's business, operations and workforce to achieve these goals. In exercising these rights and responsibilities, the Town has developed and adopted this Personnel Policy. **THIS PERSONNEL POLICY, AND OTHER RULES AND REGULATIONS THAT MAY BE ADOPTED FROM TIME TO TIME AND THAT ARE AVAILABLE FROM THE TOWN MANAGER, ARE GUIDELINES WHICH THE TOWN MAY OR MAY NOT FOLLOW AS IT DEEMS APPROPRIATE. THESE GUIDELINES ARE NOT INTENDED TO AND DO NOT CREATE A CONTRACT OF EMPLOYMENT BETWEEN THE TOWN AND TOWN EMPLOYEES. THESE POLICIES MAY BE UNILATERALLY MODIFIED BY THE TOWN THROUGH A PUBLIC HEARING WITH THE SELECT BOARD.**

The purpose of this statement is to develop a personnel philosophy for employees of the Town of Reading in order that the Town may strive to attain its goals.

- ◆ Town personnel will be hired on the basis of qualifications only.
- ◆ The Town will strive to pay salaries that are equitable in relation to the complexity and responsibility of the work performed, and to maintain comparable pay for comparable work within the Town workforce.
- ◆ The Town will strive to maintain a competitive position in the employment market and thereby attract and retain competent employees.
- ◆ The Town will strive to stimulate and reward high-level performance. The Town will provide an orderly program of salary policy and control.
- ◆ Employees will receive a copy of the current job description and Personnel Policies when they are hired. When such job descriptions and/or policies are developed, revised or adopted, each affected employee will receive written notification.
- ◆ Employees will be encouraged to develop professionally to the extent of their interest and capability and the needs of the Town. (See Section 9.18).
- ◆ Responsibility within a Department or Division will be delegated to the minimum level at which the task can be accomplished.
- ◆ Current employees will be made aware of job openings. In-house promotion and/or transfer will be considered where it would be of benefit to the employee and the Town and consistent with Equal Opportunity Policy.
- ◆ Over-staffing will be avoided. Temporary peaks in workload will be filled, where possible, with temporary help. Regular employees will be the minimum needed to meet normal work-loads. All staffing is subject to availability of funds.
- ◆ Employees are entitled to know what is expected of them in their job and to have their job performance periodically evaluated by their supervisors. A personnel performance plan based on a written job description will be developed with each employee.
- ◆ Where possible, or where desirable, employees will be shared between Departments and/or Divisions to provide the most effective use of staff.
- ◆ Employees will be encouraged to learn as much as possible about the functions of their Department or Division so that they may temporarily fill other positions as needed.
- ◆ Where possible, local residents will be hired for part-time and seasonal work with the Town.
- ◆ The Town and its employees will not discriminate in any way against employees or members of the public on account of membership or non-membership in a union, on account of political activity or any protected classes as classified by the Massachusetts General Laws, Chapter 151B, Section 4.

- ◆ The Town will develop, implement and maintain a positive equal opportunity policy to prevent discrimination, and the Town and all of its employees will carry out the policy.

ARTICLE 3: DEFINITIONS

Section 3.1. Appointing Authority: The position responsible under the Reading Home Rule Charter for the hiring and firing of employees.

Section 3.2. Charter: The Town of Reading's Home Rule Charter as adopted March 24, 1986 and any subsequent amendments.

Section 3.3. Continuous Service: Employment without interruption, excluding authorized vacation, military leave, paid leave or leave under the Family and Medical Leave Act.

Section 3.4. Department: Any department of the Town subject to this policy.

Section 3.5. Department Head: The officer having immediate supervision and control of a department or, in the absence of such officer, the Town Manager.

Section 3.6. Employee:

3.6.1. Regular Employee: An employee who has successfully completed the prescribed probationary period. A regular full-time employee provides full time services and is compensated at full pay and benefits for the assigned position. An individual employed for not less than thirty-seven and one-half (37 ½) hours per week for fifty-two (52) weeks per year, minus legal holidays, paid vacations and other authorized leaves of absence. The Town Manager may, based on special circumstances, designate a different number of hours per week as full time. A regular part-time employee provides less than full-time service, and is compensated in proportion to the amount of service provided.

3.6.2. Probationary Employee: An employee who has not completed the probationary period for a particular position.

3.6.3. Temporary Employee: An employee who possesses the minimum qualifications for a particular position and has been appointed to a position for a limited scope or duration. Seasonal workers and co-op students are considered temporary employees. Temporary employees are not entitled to benefits.

3.6.4. Exempt Employee: An employee's designated FLSA classification that is not entitled to receive overtime compensation. This employee may have significant responsibility for formulating and administering policies and programs of the Town and for directing the work of subordinates by lower level supervision; any employee having the authority to exercise independent judgment, or to effectively recommend any action to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward or discipline other employees, or to direct them to adjust their grievances, if the exercise of such authority is not merely routine or clerical in nature but requires the use of independent judgment and discretion.

3.6.5. Non-Exempt Employee: An employee's designated FLSA classification that is entitled to receive overtime compensation.

Section 3.7. Human Resources Director: The employee appointed by the Town Manager to administer the personnel functions of the Town, or in the absence of a Human Resources Director, the Town Manager.

Section 3.8. Position: An office or post of employment in the Town's service with duties and responsibilities calling for full-time or part-time employment in the performance and exercise thereof.

Section 3.9. Town: The Town of Reading.

ARTICLE 4: APPLICABILITY

This Policy shall apply to all Town Departments, except the School Department, Municipal Light Department, Retirement Board, and those positions governed wholly or in part, by statute, collective bargaining agreement, Bylaw, Charter, or regulation superior to this Policy.

These Policies apply to all positions, except those noted in the above paragraph; however, the authority of appointment shall be modified as follows:

- ◆ In the Library Department, the Board of Library Trustees shall be responsible for hiring and firing of personnel. [See Town of Reading Home Rule Charter, Article 5. Town Manager, Section 5.2, Powers and Duties (b).]
- ◆ In the Finance Department, the Board of Assessors may appoint an Appraiser and an Assistant Appraiser. [See Town of Reading Home Rule Charter, Article 4, Appointed Boards or Committees, Section 4.1, Board of Assessors.]
- ◆ In the Accounting Department, the Select Board shall appoint the Town Accountant. (See Town of Reading Home Rule Charter, Article 3, Section 3.2, Select Board.)

These Personnel Policies are not an employment contract. The terms and provisions of these Policies are not contractually-binding or are contract-like assurances or promises. The Town of Reading reserves the right to change or eliminate any policies, procedures, rules or benefits described in these Personnel Policies.

ARTICLE 5: ADMINISTRATION

This Article spells out the method of employing individuals to work for the Town, and deals with recruitment, screening, appointment, orientation and probation. These methods shall be adhered to, where applicable, unless there is a specific waiver from the Town Manager. It is the Town's intent that this recruitment, employment, promotion and transfer policy ensures that every reasonable effort is made to attract qualified persons and that selection criteria are job related. All positions that become available will be filled giving full weight to Equal Employment Opportunity goals established by the Town, and to the Americans with Disabilities Act (ADA).

These policies shall be administered by the Town Manager. Department Heads are responsible for the implementation of policies and procedures as established and as directed by the Town Manager.

Section 5.1. Hiring:

5.1.1. Verification: The Department that proposes to hire an employee must first verify with the Town Manager that:

- ◆ Funds for the position are provided in the approved budget;
- ◆ The position has been approved by the Town Manager and there is a need for the position;
- ◆ The position has been included in the Classification Plan.

5.1.2. In-House Promotion: When a vacancy exists, the overall personnel requirements of the Department and the Town will be reviewed with the Town Manager who has the final and binding decision on promotions. Where possible, in-house promotion and/or transfers will be considered in order to fill a position so long as such a decision is in conformance with the Equal Opportunity policy. Where two or more in-house candidates apply for a position, qualifications including seniority and length of service may be considered.

5.1.3. Posting and Advertising: The Human Resources Director in consultation with the Department Head shall prepare the posting and advertisement to solicit applicants. The Town will notify via email and post the availability of a vacant position on its website and in each Town building for a period of seven (7) calendar days. Nothing shall prohibit the Town from advertising the position to outside candidates at the same time that it is posted. Advertisements shall be organized by the Human Resources Director, or their designee, to attract qualified applicants adhering to Equal Employment Opportunity goals.

5.1.4. Application: All prospective candidates must submit their credentials and Town-approved application to the Human Resources Director for consideration. All submissions shall be kept on file for a period of one (1) year. To the extent possible Equal Employment Opportunity data will be kept on each applicant by the Human Resources Director.

5.1.5. Testing and Examination: Applicants may be required to submit to a test(s) and/or examination(s), and to submit other information which is reasonably related to the job for which the application is made.

5.1.6. Interview: The Town shall utilize a diverse hiring committee which will be comprised of, but not limited to, representative(s) from the hiring Department, a Human Resources designee, and any other key stakeholders to interview applicants for all vacancies. All members of the hiring committee shall submit their feedback based solely on each candidate's qualifications and relevant experience.

When possible, the hiring committee will present no less than three (3) candidates for consideration to the Town Manager. The final selection will be made by the Town Manager in consultation with the Department Head and the Human Resources Director. Recommendations for hire shall be made from a selection of the best qualified applicants. Preference will be given to Town residents when equal qualifications are possessed by the applicants. Nothing herein shall be construed to permit hiring in conflict with the Town's Equal Employment Opportunity and ADA Policies.

5.1.7. Pre-Employment Requirements: After all reference and background checks are completed by Human Resources, the appointment shall be made by the Town Manager who shall inform the successful candidate in writing of the appointment including the starting date, salary, benefits and union status. Appointments shall be contingent upon satisfactory results of a pre-employment physical examination, which may include but not limited to testing for drugs, alcohol screening, and a psychological examination, as required.

In addition, other tests and examinations that may be required, to the extent that they are related to the position being filled, include but are not limited to Criminal Offender Record Information (CORI), as authorized by the Department of Criminal Justice Information Services (DCJIS), Sex Offender Record Information (SORI), and any other background checks, as required.

5.1.8. Onboarding: On or before the starting date, each new employee will be given an orientation and will be introduced to other employees. The new employee shall complete the necessary forms needed. In addition, each

new employee will be given a copy of the current Personnel Policies, applicable union contract and other relevant information.

5.1.9. Probation: Unless otherwise determined by law, the appointment of each new employee shall be probationary for a period of one (1) year of employment for purposes of evaluation prior to being assigned regular position status. Probation may be extended for an additional time up to three (3) months if performance indicates such a need. Should an employee go on an approved leave (FMLA, Parental, etc.) during their probationary period, the probationary period shall be extended by the time of said leave.

Time off benefits as indicated in Article 9, may be used in the following format during one's probationary period:

- ◆ Sick: no restrictions
- ◆ Bereavement: no restrictions
- ◆ Holidays: no restrictions
- ◆ Floating Holiday: Up to one (1) day after three (3) months of employment. Full utilization after six (6) months of employment.
- ◆ Vacation: Up to one (1) week after three (3) months of employment. Full utilization after six (6) months of employment.

The above-mentioned time off benefit restrictions do not apply to promotion-based probationary periods.

The Town Manager may grant additional leave during the probationary period only for special circumstances where such an extension is warranted. Such an extension will not set a precedent in any other case, and denial of such a request is not subject to appeal.

5.1.10. Exit Interview: A confidential exit interview shall be offered to departing employees to be conducted during the final week of the employee's current position by the Human Resources Director or their designee. The purpose of an exit interview is to:

- ◆ Provide the departing employee with information and assistance and to further good employee relations;
- ◆ Provide the Town with insight into Town personnel and management practices;
- ◆ Inform the employee about benefits and retirement information.

Section 5.2. Job Description:

The Town Manager or Human Resources Director will be responsible for preparing and periodically reviewing with the Department Head an appropriate job description for each position using a standardized form. An employee will have a copy of the job description for their position. The Human Resources Director shall be responsible for maintaining the current job description.

Section 5.3. Mandatory Reviews:

All new, promoted, transferred or demoted employees must complete a probationary period in which they will be reviewed for performance purposes no later than one (1) year after assuming their assignments as such period may be extended pursuant to Section 5.1.9.

All new, promoted or transferred employees will be reviewed for compensation purposes concurrently with their performance review. If an employee is retained, based on the performance review, the employee will be granted a salary increase of no less than one (1) step. The salary increase shall be effective on the date of the completion of the probationary period. Employees who complete the probationary period between July and December shall have a second performance review prior to receiving an additional step on July 1st. Employees who complete the probationary period between January and June will not need a second performance review prior to receiving an additional step on July 1st.

Thereafter, performance reviews will be conducted annually by June 30th to evaluate and determine eligibility for future step increases, as allowed by the budget process. On July 1st, all non-probationary employees who have a satisfactory performance review will be entitled to a step increase, as the budget process allows.

Section 5.4. Maintenance of and Access to Personnel File and Records:

The Human Resources Director shall keep or cause to be kept, personnel files for each Town employee. The personnel file shall contain:

- ◆ Application for employment including references, resume, cover letter, pre-employment assessments and other applicable records obtained prior to employment;
- ◆ Letters of commendations and/or reprimand;
- ◆ Professional development;
- ◆ Copies of performance evaluations;
- ◆ A record of any and all personnel actions taken;
- ◆ Copies of employee awards;
- ◆ Other pertinent information.

The Human Resources Director shall also keep or cause to be kept a separate file of personnel records for each Town employee. This separate file may contain, but not be limited to any identifying documents with an employee's identity such as:

- ◆ Medical records;
- ◆ Investigations;
- ◆ I-9 forms;
- ◆ Payroll history;
- ◆ Insurance benefits;
- ◆ Other pertinent information not in the personnel file.

The employee's personnel file shall be maintained as up to date as reasonably practicable but in every case, material shall be filed within three (3) months. Each employee shall have access to their complete personnel file and records upon notice of five (5) business days to the Human Resources Director. The employee shall be notified in writing when any information (except for routine salary adjustments) is added to or removed from their personnel file.

With the exception of those with a legitimate business need to access the file, no employee shall have access to any other employee's personnel records except that a Department Head shall have access to the personnel files of any and all employees for whom the Department Head is responsible.

ARTICLE 6: CLASSIFICATION AND COMPENSATION PLANS

Section 6.1. Classification Plan:

The Classification Plan as established and modified from time to time by the Select Board according to Bylaw is hereby designated Schedule A-1, and made a part hereof classifying by grade and specific job title and assigning to pay grades certain exempt and non-exempt positions in the service of the Town, other than those which are specifically exempted according to Article 4 (Applicability). This plan shall constitute the Classification Plan of the Town within the meaning of Section 108A of Chapter 41 of the Massachusetts General Laws.

The job title and job description for each position established by the Classification Plan shall be the official title of the position and of the incumbent of the position, and shall be used to the exclusion of all others for all purposes relating to the position including, but not limited to, payrolls and official records.

Before any individual may be hired, transferred or promoted into any newly established position, the position must be included in the classification by job title and pay grade. If the job position is not already included in the Classification Plan, then the requesting department shall seek such classification approval through the Town Manager in advance of any request for funds.

The Town Manager may investigate and review the work of any position subject to the provisions of this policy and recommend reclassification of the position as required.

Reclassification is the result of a re-evaluation of a position to place it on the appropriate grade based on an internal and external study or to recognize a change in the duties and responsibilities of a position. Reclassification shall not be used as a device for promoting or demoting incumbents.

The Classification and Compensation Plans and job descriptions shall be reviewed on a periodic basis by the Town Manager, who shall recommend to the Select Board correction of disparities that may have developed. In proposing and implementing reclassifications, the Town Manager shall consult with Department Heads and Division Heads as appropriate.

No employee may be appointed to a position not included in the Classification Plan.

Section 6.2. Compensation Plan:

The Compensation Plan established and modified from time to time by the Select Board according to Bylaw is hereby designated Schedule B-1 and made a part hereof, establishing compensation rates for each pay grade.

This plan may provide for rate progression through the steps. The compensation range established for any pay grade shall be the range for all positions assigned by job title to that pay grade. The rates set forth in Schedule B-1 shall constitute the Compensation Plan of the Town within the meaning of Section 108A of Chapter 41 of the General Laws.

6.2.1. Total Compensation: The rates shown in Schedule B-1 shall constitute the total remuneration for any position including pay in any form unless a specific exception is noted by the Town Manager. The schedule does not include actual and authorized expenses necessarily incident to the employment. No employee shall receive compensation in any form from more than one department, subject to waiver by the Town Manager for specific circumstances.

6.2.2. Positions Funded by Grants: Individuals serving the Town, who are funded by State or Federal programs, shall be compensated at rates set forth in the Compensation Plan, unless the program mandates another rate of pay.

Employees, whose pay may be funded in part by State or Federal programs subject to approval by Town Meeting, may be supplemented in an amount recommended by the Town Manager which is necessary to properly relate them to the appropriate job title and pay grade in which they are to perform.

6.2.3. Cooperative, Training or Seasonal Employees: Cooperative or placement training college students and seasonal/temporary employees serving the Town shall be compensated at rates established by the Town Manager.

6.2.4. Starting Pay Rates: Individuals shall be paid no less than the minimum pay rate of the applicable grade. Consideration of a starting salary above the minimum must be based on skill and/or experience.

6.2.5. Out of Classification Pay: An employee who is assigned in writing by the Town Manager, or their designee, to perform all of the job duties, and not merely individual tasks of a higher position, and replaces an absent employee for more than fifteen (15) calendar days, shall be paid at the lowest step in the grade of the absent employee that will ensure a minimum increase of five percent (5%) over their base pay.

6.2.6. Overtime Compensation: Overtime at the rate of time and a half shall be paid to non-exempt employees for the number of hours worked in excess of forty (40) or thirty-seven and one-half (37.5) hours whichever is the regular work week of the employee. Part-time employees shall receive additional hours at straight time until they exceed thirty-seven and one-half hours (37.5) worked in the regular work week.

6.2.7. Compensatory Time for Non-Exempt Employees: By mutual agreement between a Department Head and an employee, compensatory time in lieu of overtime compensation may be substituted on a time and a half basis for the number of hours worked in excess of forty (40) or thirty-seven and one-half (37.5) hours whichever is the regular work week of the employee. The mutual agreement must occur before the work is performed. Compensatory time off may be accumulated to a maximum number of hours as an employee's regular work week and must be scheduled by mutual consent of the employee and the Department Head.

6.2.8. Compensatory Time for Exempt Employees: The Town recognizes that exempt employees are often required to work in excess of forty (40) hours or thirty-seven and one-half (37.5) hours. Exempt employees recognize that the nature of exempt work is such that additional hours may be necessary to accomplish the requirements and responsibilities of the job.

By mutual agreement between a Department Head and an exempt employee, compensatory time is available at a rate of hour for hour. A maximum of one (1) week of compensatory time per calendar year may be utilized. Compensatory time will be taken with the Department Head's approval at the convenience of the Department, and no compensatory time will be carried over into a new calendar year. In the case of Department Heads, mutual agreement will be with the Town Manager. There shall be no payment of unused compensatory time at the end of the year.

ARTICLE 7: EMPLOYEE GUIDELINES

The Town of Reading expects its employees at all times to act in the best interests of the Town and its residents. This includes an expectation that all employees will meet the highest standards of ethics and honesty, that there will be no political activity on the part of the employee that could relate to the employee's position with the Town, and at all times the employee will act in a manner that will reflect well upon the employee and the Town.

Section 7.1. Nepotism:

When in the normal selection process, relatives of Town employees or officials are considered for appointment or promotion, the Town Manager will be notified by the Department Head. No person shall be hired or promoted based upon their family relationship to another Town employee. No employee shall be in a position that provides supervision over their relative.

This policy is not for the purpose of depriving any person of an equal chance for employment with the Town, but is solely intended to eliminate the perception of or potential for preferential treatment of the relatives of government personnel.

The Town may modify schedules, shifts, squads or work units to eliminate any potential for conflict under this policy.

Relatives, for the purpose of this policy, shall include all members of the immediate family including spouse, parents, step-parents, siblings, step-siblings, direct line aunts and uncles and nieces and nephews, first cousins, children, step-children, grandparents, grandchildren and in-laws. Cousins, aunts, uncles, nephews and nieces by marriage are not regarded as members of the immediate family for purposes of this policy.

7.1.1. Procedures and Employee Relationships: During working time and in working areas, employees are expected to conduct themselves in an appropriate workplace manner that does not interfere with others or with overall productivity.

During non-working time, such as lunches, breaks, and before and after work periods, employees engaging in personal exchanges in non-work areas should observe an appropriate workplace manner to avoid offending other workers or putting others in an uncomfortable position.

Employees are strictly prohibited from engaging in physical contact that would in any way be deemed

inappropriate by a reasonable person while anywhere on Town property, whether during working hours or not.

Employees who allow personal relationships with co-workers to adversely affect the work environment will be subject to the appropriate provisions of The Town of Reading's disciplinary policy, including counseling for minor problems. Failure to change behavior and maintain expected work responsibilities is viewed as a serious disciplinary matter.

Employee off-duty conduct is generally regarded as private, as long as such conduct does not create problems within the workplace. An exception to this principle, however, is romantic or sexual relationships between supervisors and subordinates.

Any supervisor, manager, executive or other Town official in a sensitive or influential position with the Town of Reading must disclose the existence of a romantic or sexual relationship with another co-worker. Disclosure may be made to the immediate supervisor or the Human Resources Director. This disclosure will enable the Town to determine whether any conflict of interest exists because of the relative positions of the individuals involved.

With regard to the above paragraph, when a conflict-of-interest problem or potential risk is identified, the Town of Reading will work with the parties involved to consider options for resolving the problem. The initial solution may be to make sure the parties no longer work together on matters where one is able to influence the other or take action for the other. Matters such as hiring, firing, promotions, performance management, compensation decisions and financial transactions are examples of situations that may require reallocation of duties to avoid any actual or perceived reward or disadvantage. In some cases, other measures may be necessary, such as transfer to other positions or departments.

If one or both parties refuse to accept a reasonable solution or to offer of alternative position, if available, such refusal will be deemed a voluntary resignation.

Failure to cooperate with the Town of Reading to resolve a conflict or problem caused by a romantic or sexual relationship between co-workers or among managers, supervisors or others in positions of authority over another employee in a mutually agreeable fashion may be deemed insubordination and cause for immediate termination. The disciplinary policy of the Town of Reading will be followed to ensure fairness and consistency before any such extreme measures are undertaken.

The provisions of this policy apply regardless of the sexual orientation of the parties involved.

Where doubts exist as to the specific meaning of the terms used above, employees should make judgments on the basis of the overall spirit and intent of this policy.

Any concerns about the administration of this policy should be addressed to the Human Resources Director.

The Town of Reading reserves the right to apply this policy to situations where there is a conflict or the potential for conflict because of the relationship between employees, even if there is no direct-reporting relationship or authority involved. The Town reserves the right to remove an employee from a position that may result in a conflict of this policy.

Section 7.2. Workplace Harassment and Discrimination Prohibited:

7.2.1. Introduction - Equal Employment Opportunity Statement: The Town of Reading provides equal employment opportunities (EEO) to all employees and applicants for employment without regard to race, color, religion, gender, sexual orientation, gender identity, national origin, age, disability, genetic information, marital status, amnesty or status as a covered veteran or any other characteristic protected by federal, state and local laws. The Town of Reading complies with applicable state federal and local laws governing nondiscrimination in employment. This policy applies to all terms and conditions of employment, including hiring, placement, promotion, termination, layoff, recall, transfer, leaves of absence, compensation and training.

The Town of Reading expressly prohibits any form of unlawful employee harassment based on race, color, religion, gender, sexual orientation, national origin, age, genetic information, disability or veteran status or any other characteristic protected by state, federal or local law. Improper interference with the ability of the Town of Reading employees to perform their expected job duties is absolutely not tolerated.

7.2.2. Americans with Disabilities Act (ADA) and the ADA Amendments Act (ADAAA): The Americans with Disabilities Act (ADA) and the Americans with Disabilities Amendments Act (ADAAA), are federal laws that prohibit employers with 15 or more employees from discriminating against applicants and individuals with disabilities and require that, when needed, employers provide reasonable accommodations to applicants and employees who are qualified for a job, with or without reasonable accommodations, so that they may perform the essential job duties of the position.

It is the policy of the Town of Reading to comply with all federal and state laws concerning the employment of persons with disabilities and to act in accordance with regulations and guidance issued by the Equal Employment Opportunity Commission (EEOC) and the Massachusetts Commission Against Discrimination (MCAD). Furthermore, it is our policy not to discriminate against qualified individuals with disabilities with regard to application procedures, hiring, advancement, discharge, compensation, training or other terms, conditions and privileges of employment.

The Town of Reading will reasonably accommodate qualified individuals with a disability so that they can

perform the essential functions of a job unless doing so causes a direct threat to these individuals or others in the workplace and the threat cannot be eliminated by reasonable accommodation and/or if the accommodation creates an undue hardship to the Town of Reading. Contact the Human Resources Director with any questions or requests for accommodation.

7.2.3 Massachusetts Pregnant Workers Fairness Act: The Town of Reading complies with all aspects of the Massachusetts Pregnant Workers Fairness Act. Employees and applicants will not be discriminated against with respect to pregnancy or pregnancy-related conditions, which includes post-pregnancy conditions such as the need to express breast milk for a nursing child. The Town will not refuse to hire a pregnant applicant or an applicant with a pregnancy-related condition because of the pregnancy or pregnancy-related condition (provided the applicant can perform the essential functions of the job with or without reasonable accommodation), nor will the Town deny any employment opportunity or take adverse action against an employee because of the employee's pregnancy, pregnancy-related condition, or request for reasonable accommodation.

The Town of Reading will reasonably accommodate qualified individuals with pregnancy-related conditions so that they can perform the essential functions of a job unless doing so creates a direct threat to these individuals or others in the workplace and the threat cannot be eliminated by reasonable accommodation and/or if the accommodation creates an undue hardship to the Town of Reading. The Town of Reading may require documentation of the need for accommodation; however, no documentation will be required for: (i) more frequent restroom, food or water breaks; (ii) seating; (iii) limits on lifting no more than 20 lbs.; and (iv) private, non-bathroom space for expressing breast milk. Contact the Human Resources Director with any questions or requests for accommodation.

7.2.4. The Town of Reading's Anti-Harassment Policy and Complaint Procedure: The Town of Reading is committed to a work environment in which all individuals are treated with respect and dignity. Each individual has the right to work in a professional atmosphere that promotes equal employment opportunities and prohibits unlawful discriminatory practices, including harassment. Therefore, the Town of Reading expects that all relationships among persons in the office will be business-like and free of bias, prejudice and harassment.

It is the policy of the Town of Reading to ensure equal employment opportunity without discrimination or harassment on the basis of race, color, religion, gender, sexual orientation, gender identity, national origin, age, disability, genetic information, marital status, amnesty or status as a covered veteran or any other characteristic protected by state, federal or local law. The Town of Reading prohibits any such discrimination or harassment.

The Town of Reading encourages employees and requires managers/supervisors in the reporting of all perceived incidents of discrimination or harassment. It is the policy of the Town of Reading to promptly and thoroughly investigate such reports. The Town of Reading prohibits retaliation against any individual who reports discrimination or harassment or who participates in an investigation of such reports.

7.2.5. Definition of Sexual Harassment, Workplace Harassment and Discrimination, Definitions of

Harassment: Sexual harassment constitutes discrimination and is illegal under federal, state and local laws. For the purposes of this policy, sexual harassment is defined, as in the Equal Employment Opportunity Commission Guidelines, as unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature when, for example:

- a) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment;
- b) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or
- c) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating hostile or offensive working environment.

Sexual harassment may include a range of subtle and not-so-subtle behaviors and may involve individuals of the same or different gender. Depending on the circumstances, these behaviors may include unwanted sexual advances or requests for sexual favors; sexual jokes and innuendo; verbal abuse of a sexual nature; commentary about an individual's body, sexual prowess or sexual deficiencies; leering, whistling or touching; insulting or obscene comments or gestures; display in the workplace of sexually suggestive objects or pictures; and other physical, verbal or visual conduct of a sexual nature.

Harassment on the basis of any other protected characteristic is also strictly prohibited. Under this policy, harassment is verbal, written or physical conduct that denigrates or shows hostility or aversion toward an individual because of their race, color, religion, gender, sexual orientation, national origin, age, disability, marital status, citizenship, genetic information or any other characteristic protected by law or that of their relatives, friends or associates, and that a) has the purpose or effect of creating an intimidating, hostile or offensive work environment; b) has the purpose or effect of unreasonably interfering with an individual's work performance; or c) otherwise adversely affects an individual's employment opportunities.

7.2.6. Workplace Harassment /Bullying: The Town of Reading defines bullying as "repeated inappropriate behavior, either direct or indirect, whether verbal, physical or otherwise, conducted by one or more persons against

another or others, at the place of work and/or in the course of employment.” Such behavior violates the Town policies, which clearly state that all employees will be treated with dignity and respect.

The purpose of this policy is to communicate to all employees, including supervisors, managers and executives, that the Town of Reading will not tolerate bullying behavior. Employees found in violation of this policy will be disciplined up to and including termination.

Bullying may be intentional or unintentional. However, it must be noted that where an allegation of bullying is made, the intention of the alleged bully is irrelevant and will not be given consideration when meting out discipline. As in sexual harassment, it is the effect of the behavior upon the individual that is important. The Town of Reading considers the following types of behavior examples of bullying:

- ◆ **Verbal bullying:** Slandering, ridiculing or maligning a person or their family; persistent name calling that is hurtful, insulting or humiliating; using a person as the butt of jokes; abusive and offensive remarks.
- ◆ **Physical bullying:** Pushing, shoving, kicking, poking, tripping, assault or threat of physical assault; damage to a person’s work area or property.
- ◆ **Gesture bullying:** Nonverbal threatening gestures or glances that convey threatening messages.
- ◆ **Exclusion:** Socially or physically excluding or disregarding a person in work-related activities.

7.2.7. Workplace Violence: The Town of Reading will not tolerate physical violence, or threats of violence, directly, indirectly, or implied, whether in person, in writing, electronically, or by telephone, to the person or property of the Town, another employee or a person on Town property or in the course of Town business. Workplace violence may include violent or threatening physical contact, including pushing, shoving, kicking, poking, tripping, assault, or threat of physical assault. It may also include stalking, violation of a restraining order, damage to the property of the Town or its employees, or threatening acts or abusive language that creates a hostile work environment. Employees found to be engaging in such behavior shall be disciplined, up to and including termination.

7.2.8. Individuals and Conduct Covered: These policies apply to all applicants and employees, whether related to conduct engaged in by fellow employees or someone not directly connected to the Town of Reading (e.g., an outside vendor, consultant, resident, or customer).

Conduct prohibited by these policies is unacceptable in the workplace and in any work-related setting outside the workplace, such as during business trips, business meetings and business-related social events.

7.2.9. Complaint Process: Individuals who believe they have been the victims of conduct prohibited by this policy statement or who believe they have witnessed such conduct should discuss their concerns with their immediate supervisor, Human Resources or any member of management.

When possible, the Town of Reading encourages individuals who believe they are being subjected to such conduct to promptly advise the offender that his or her behavior is unwelcome and request that it be discontinued. Often this action alone will resolve the problem. The Town of Reading recognizes, however, that an individual may prefer to pursue the matter through complaint procedures.

The Town of Reading encourages the prompt reporting of complaints or concerns so that rapid and constructive action can be taken before relationships become irreparably strained. Therefore, although no fixed reporting period has been established, early reporting and intervention have proven to be the most effective method of resolving actual or perceived incidents of harassment.

Any reported allegations of harassment, discrimination or retaliation will be investigated promptly. The investigation may include individual interviews with the parties involved and, where necessary, with individuals who may have observed the alleged conduct or may have other relevant knowledge.

Confidentiality will be maintained throughout the investigatory process to the extent consistent with adequate investigation and appropriate corrective action.

Retaliation against an individual for reporting harassment or discrimination or for participating in an investigation of a claim of harassment or discrimination is a serious violation of this policy and, like harassment or discrimination itself, will be subject to disciplinary action. Acts of retaliation should be reported immediately and will be promptly investigated and addressed.

Misconduct constituting harassment, discrimination or retaliation will be dealt with appropriately.

If a party to a complaint does not agree with its resolution, that party may appeal in writing to the Town Manager or the Human Resources Director.

Making knowingly false and/or malicious complaints of harassment, discrimination or retaliation may be the subject of appropriate disciplinary action up to and including discharge of employment.

Please note that while this policy sets forth the Town’s goals of promoting a work environment that is free of all forms of workplace harassment and discrimination, this policy is not designed or intended to limit the Town’s authority to discipline or take remedial action for workplace conduct which the Town deems unacceptable, regardless of whether that conduct satisfies the definition of workplace harassment or constitutes discrimination.

7.2.10. Complaints of Discrimination or Workplace Harassment: Any employee who believes that they have been the victim of discrimination or workplace harassment has the right to file a complaint either in writing or orally.

Complaints should be reported to one of the following people:

- ◆ Their supervisor or the next level of superior in the Department, or
- ◆ Human Resources Director, (781) 942-9033, Town Hall, 16 Lowell Street, Reading, MA 01867
- ◆ Town Manager, (781) 942-9043, Town Hall, 16 Lowell Street, Reading, MA 01867

It is suggested, but not required, that an employee fill out a Complaint Form, which is available in the Human Resources Office. The Human Resources Director or the Town Manager is also available to discuss any concerns you may have and to provide information to you about the Town's policy on discrimination and workplace harassment and the complaint process.

7.2.11. Investigation: All complaints, verbal or written should be promptly reported to the Human Resources Director and investigated in a fair and expeditious manner. An investigator designated by the Human Resources Director or Town Manager shall meet promptly with the subject of the reported discrimination or workplace harassment and begin the investigation. Any employee involved in an incident of discrimination or harassment can expect that: (1) the complaint will be taken seriously and will be appropriately investigated; (2) the investigation will begin promptly and proceed in a timely manner; (3) steps will be taken to stop any discriminating or harassing behavior; and (4) due process rights will be respected.

The investigation will be conducted in such a way as to maintain confidentiality to the extent practicable under the circumstances. Complaints will be addressed in a confidential manner to protect the privacy of all individuals involved. Information provided under this policy will be disclosed with others on a need-to-know basis only.

However, in order for the Town to take appropriate action, it may be necessary for the Town to disclose the complaining individual's name to the accused employee, and for the complaining individual to provide testimony before the accused employee in the presence of the appropriate authorities. The complaining individual and the accused employee may, if applicable, request union/association representation to assist them through the complaint process, in accordance with any process in any union contract that addresses the issue of an investigative procedure. After conducting an appropriate investigation, the investigator will determine whether the workplace harassment and discrimination policy has been violated and, if so, determine the severity of the behavior.

7.2.12. Disciplinary Action: If it is determined that inappropriate conduct has occurred, the Town will act promptly to eliminate the offending conduct and where appropriate, disciplinary action will be imposed. The investigator will recommend to the employee's supervisor, Department Head, Human Resources Director or Town Manager the appropriate action to resolve the situation including, but not limited to, the following:

- ◆ Verbal warning or reprimand;
- ◆ Verbal or written apology to the alleged victim;
- ◆ Written warning or reprimand entered into the employee's file;
- ◆ Conference with the alleged victim;
- ◆ Attending required counseling;
- ◆ Receiving a letter from the alleged victim; or
- ◆ Suspension, demotion or dismissal subject to collective bargaining agreements and applicable Federal, State and local law and bylaws.

These actions are not to be considered as progressive actions but rather may be taken in any order or combination to effectively deal with the situation. Any action except for a verbal warning or reprimand, a verbal or written apology to the complaining individual, or a written warning or reprimand entered into the employee's file, shall be handled by the Human Resources Director and the Town Manager. A written warning or reprimand, the requirement to have a conference with the complaining individual, the requirement to attend counseling sessions, the receipt of a letter from the complaining individual, or suspension or termination will all be documented in the accused employee's personnel file.

7.2.13. State and Federal Remedies: In addition, any person who believes that they have been subjected to workplace harassment or discrimination may file a formal complaint with either or both of the following governmental agencies:

Massachusetts Commission Against Discrimination ("MCAD")
1 Ashburton Place, Room 601
Boston, MA 02108
(617) 994-6000

Equal Employment Opportunity Commission ("EEOC")
J.F.K. Federal Building
15 New Sudbury Street, Room 475
Boston, MA 02203-0506
(1-800) 669-4000

Each of these agencies has a short time period for filing a complaint. (Equal Employment Opportunity Commission, 300 days; Massachusetts Commission Against Discrimination, 300 days. For claims of harassment against the Town Manager, see Article 5 of the Reading Home Rule Charter.

Section 7.3. Conflict of Interest:

All employees shall comply with the State Conflict of Interest Law (M.G.L. Ch. 268A) in all respects. In addition thereto:

1. Outside Employment - No employee shall accept outside employment if such outside employment directly interferes with an employee's performance. No employee shall receive or request compensation from, or act as an agent or attorney for anyone other than the municipality in relation to any matter in which the Town is a party or has a direct and substantial interest.

2. Solicitations and Acceptance of Gifts, Gratuities, Fees, Loans, etc. - No Town employee, acting in their professional capacity on behalf of the Town, shall solicit or accept any personal gift, gratuity, loan, fee or other thing of value. Employees may accept fees for work done on their own time provided the individual or group engaging the employee has no contractual relationship with the Town. No employee shall solicit any gift or gratuity from another employee.

3. No employee shall use or attempt to use their official position to secure unwarranted privileges or exemptions for themselves or others.

4. No employee shall, by their conduct, give reasonable basis for the impression that any person can improperly influence or unduly enjoy their favor in the performance of official duties, or that they are unduly affected by the kinship, rank, position or influence of any party or person.

Employees should be aware of the Policy on Defense of Actions Brought Against Public Employees, available from the Town Manager, which the Select Board adopted and was effective as of July 1, 1996.

Section 7.4. Political Activity:

It shall be the policy of the Town to appoint, promote, demote and remove all employees without regard to political considerations.

The political opinions or affiliations of any resident shall in no way affect the amount or quality of service a resident receives from the Town.

Town employees shall not engage in any political activities including, but not limited to, campaigning for themselves or individual candidates, or campaigning for support of or opposition to ballot questions, during working hours, nor in uniform nor on Town property (except in locations designated by the Town Manager), nor using Town resources including office space, equipment, vehicles, uniforms, etc. Employees shall not directly or indirectly use or seek to use the authority or influence of their positions to control or modify the political action of another person.

Any employee may, on their own time, and without the use of any Town resources, advocate for or against any ballot question. Town resources include office space, equipment, vehicles, uniforms, etc. Town employees may not participate in fund raising for any ballot question, may not solicit or receive any political funds from anyone, may not give, solicit, or receive political funds in any public building, and may not serve on any steering committee or as treasurer of any group that has as its purpose fund raising for any ballot question or candidate.

Nothing in this section shall be construed to prevent Town employees from becoming or continuing to be members of any political party, club or organization; attending political meetings during non-working hours, and not in uniform; expressing their views on political matters during non-working hours; circulating petitions on public questions or voting with complete freedom in any election.

Section 7.5. Use of Town Property:

The use of Town property and supplies for personal use is not permitted. Personal telephone calls shall be limited in number and duration and in the event that a personal call is necessary, the Town will be reimbursed for its cost (if any). As assigned by the Town Manager, overnight Town vehicles may be issued to specific on-call employees. Said usage may only be permitted to and from the workplace and not for personal use. Employees will be responsible for any tax obligations that stem from this fringe benefit.

Section 7.6. Drug Free Workplace:

The Town of Reading workplace shall be drug-free. The unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited on Town-owned property. Employees who violate this condition of employment will be subject to appropriate personnel action up to and including termination.

Every employee will be made aware of the dangers of substance abuse in the workplace, and will be notified of the intent to maintain a substance-free workplace. Every employee will be notified of the availability of drug counseling rehabilitation and any other employee assistance activities that may exist. The penalty for drug abuse or substance abuse, such as conviction for a violation occurring in the workplace, may be required participation in a program approved for drug abuse rehabilitation by the Federal, State, or local health agency.

As a further condition of employment, employees will abide by the terms of this statement, and notify the Town Manager of any criminal substance abuse conviction no later than five (5) days after such conviction.

ARTICLE 8: CHANGE OF EMPLOYMENT STATUS

Section 8.1. Transfer:

A transfer takes place when an employee is assigned to a different job title with the same level of responsibility and at the same pay grade. A transfer may be either voluntary or involuntary. Employees who desire to voluntarily transfer within the Town may do so upon approval of the Town Manager if a position vacancy exists, and if the supervisor of the vacant position finds the employee qualified.

A request for voluntary transfer to a different department shall be submitted in writing to the Town Manager, who shall review the request with the Department Heads, and make a finding regarding the employee's suitability for the position. A request for voluntary transfer within a department shall be submitted in writing to the Department Head, who shall review the request, and make a recommendation to the Town Manager.

Employees whose services in a given position are no longer required, or whose performance fails to meet Town standards, may be transferred involuntarily to a different position. Involuntary transfers shall be ordered in writing by the Town Manager after consultation with the Department Heads affected.

A probationary period shall be mandatory following transfers. Employment status, benefits and anniversary date will not be affected by transfers. School and Library employees may be considered as transfers regarding this section.

Section 8.2. Promotion:

Promotion is the advancement of any employee to a position with a higher level of pay. Promotions may be awarded through the filling of a vacancy in a higher grade. When an employee is promoted to a higher pay grade, they will be placed in the appropriate grade for the new job at a step which will ensure no less than a five percent (5%) increase in pay.

Promotions will be made by the Town Manager in consultation with the Department Head and Human Resources Director

Employment status, benefits and anniversary date will not be affected by promotions. If an employee whose current position does not include time off benefits is promoted to a position that does include time off benefits, they may use time off benefits in accordance with section 5.1.9.

Section 8.3. Demotion:

Demotion is the assignment of an employee from one position to a position with less pay. Demotions may be ordered by the Town Manager:

- ◆ as a disciplinary action.;
- ◆ due to an unsatisfactory performance evaluation followed by continued unsatisfactory performance during the probationary period.
- ◆ a reclassification downward of an employee's position.
- ◆ the reorganization of Town services.

The Town Manager may, following consultation with a Department Head, assign the demoted employee to a position with a lower level of pay. A probationary period shall be mandatory following a demotion. Employment status, benefits and anniversary date will not be affected by demotions.

Section 8.4. Lay-Off:

Lay-off is the involuntary separation of an employee from the Town's service because of lack of work, lack of funds or the discontinuance of a position.

Lay-offs may be ordered for the above reasons, and may be for a definite or indefinite period of time. Lay-offs shall not be used as a disciplinary measure.

Lay-offs shall be determined by the Town Manager in the following circumstances:

- ◆ Upon discontinuance or reduction of a Town program or service;
- ◆ As a means of reducing salary and wage costs in order to meet budget restrictions;
- ◆ Upon reorganization of a Department or operating unit of the Town.

Lay-offs within positions performing the same functions shall be conducted in the following order:

1. Seasonal Employees
2. Temporary Employees
3. Part-time Employees
4. Full-time Employees

Employees separated by lay-off shall be given first consideration for new vacancies which may develop in the Town service within two (2) years.

Before ordering a lay-off, the Town Manager shall consult with the affected Department Heads and Human Resources Director. A determination shall be made on the number of positions to remain after the reduction in force

occurs. Where possible, transfers, demotions and reassignment shall be offered prior to lay-offs, beginning at the highest level where reductions need to be made and then proceeding downward in the table of organization. Employees in the same level shall then be evaluated in terms of performance and length of service to determine retention status.

The Town will attempt, unless circumstances make it impractical, to give no less than thirty (30) days written notice to any employee whose job is being eliminated or reduced in hours.

Section 8.5. Resignation:

Resignation is a voluntary action of any employee to terminate employment with the Town. A resignation shall be submitted in writing to the Town Manager and Human Resources Director with a copy to the Department Head at least two (2) weeks prior to the effective date of termination. All written resignations shall be deemed binding.

If at least two (2) weeks' notice is not given, the employee shall be considered to have resigned not in good standing and shall forfeit any benefits accrued except as prohibited by law. Oral resignation will be deemed binding but shall not constitute resignation in good standing.

Section 8.6. Retirement:

All employees covered under the Retirement System shall be governed by the requirements and provisions of the System relating to retirement age and benefits.

An employee contemplating retirement should notify the Human Resources Director in writing at the earliest date that such a decision is being considered, in order to be aware of what benefits may be available through early notice (6 months) of retirement. (See Sections 9.3 and 9.14.11 of these policies.)

The employee should notify the Town Manager as soon as possible but not less than two (2) months before retirement. The employee should also apply to the Retirement System if pension benefits are available.

ARTICLE 9: TIME OFF BENEFITS AND WORKING CONDITIONS

The following benefits apply to all regular employees of the Town whose regular work week is twenty (20) hours or more, unless noted differently in each section. Time off benefits shall be made available to part-time regular employees who work more than twenty (20) hours per week on a pro-rata basis. For example, if an employee works twenty eight (28) hours per week and the full time work schedule for the position is thirty seven and one half (37.5) hours per week, the employee will be entitled to 28/37.5 of the applicable benefits. A "day" of vacation would therefore be equal to 5.6 hours. No time off benefits are available to part-time employees who work less than twenty (20) hours per week.

All time off benefits will be in hours and determined on a calendar year basis. Any employee that works the four (4) day "Town Hall work week" shall have all paid time off benefits (sick, vacation, floating holiday, holiday, bereavement, etc.) calculated as if they worked a five (5) day work week.

The Town will maintain a complete and accurate record of attendance for each employee, setting forth the amount of time off benefits available for the calendar year, the dates of time off benefits used and the amount of time off benefits remaining for the calendar year. Such record shall be available for inspection by the individual employee upon reasonable request. The employee shall have the responsibility of reviewing the time off benefit record for accuracy.

The Town Manager may, from time to time, develop alternative benefit packages for Department and Division Heads.

Section 9.1. Service Credit:

Service credit is used primarily to determine eligibility for vacation time earned. Service to the Town shall be determined as the service accrued by a regular (part-time or full-time) employee, commencing from the date of employment, or benefit date if it is different from date of employment, which is uninterrupted except by vacation, military service, or other authorized leave of absence pursuant to Section 9.8 Family and Medical Leave Act, and Section 9.11 Leaves of Absence other than FMLA Leave.

Termination for any reason shall constitute a break in service. If a former employee of the Town (including Schools and/or Library) returns to the service of the Town and completes at least five (5) years of continuous service following such return, the amount of continuous service immediately preceding the interruption of work for the Town shall be added to the five (5) years of current service to compute a new service credit date. Service credit is not granted for any period of time that the employee was a temporary employee or a part time non-benefited employee. The probationary period will count for service credit. The Town Manager may choose to waive up to six (6) months of absence from service with the Town, therefore maintaining continuous service as if the employee never departed.

If the employee was eligible for and took sick leave buyback when they left the service of the Town, then the employee must repay to the Town the amount of money paid in sick leave buyback as a condition of being granted past accrued sick leave. The returning employee will be credited with the number of hours of sick leave that the buyback represented based on the rate of pay at the time of termination.

Section 9.2. Sick Leave, Accident Reporting and Worker's Compensation:

9.2.1. Sick Leave: All regular full-time and regular part-time employees who work twenty (20) hours or more per week shall be eligible for payment from accrued sick leave for time absent due to illness, injury, or medical appointments that cannot be arranged outside of regular working hours. This time may be used for the employee's own medical needs or to attend to a spouse, parent, child, or member of the same household. In the event an employee needs to call out sick from work, they must notify their Division supervisor and/or Department Head prior to their shift or as soon as reasonably possible. Unused sick leave shall be accumulated from year to year without limitation.

Up to five (5) days of accrued sick leave, not covered under Section 9.8 Family and Medical Leave Act, may be used by an employee to attend to a spouse, parent or child, or someone who lives in the same household as the employee, and who is ill. There will be no carry-over of this benefit from one calendar year to another calendar year. The Town Manager may extend the sick leave used in this manner beyond what is permitted. This extension of the leave will be granted only for extraordinary circumstances where such an extension is warranted. Such an extension will not set a precedent in any other case and denial of such a request is not subject to appeal.

When absence by reason of sickness or injury is for a period of three (3) consecutive days or more, the Department Head may require the employee to submit a letter from a regularly licensed practicing physician giving the prognosis of the sickness or injury before the employee shall be entitled to sick leave with pay. The Town, at its expense, reserves the right to have a physician examine the employee for return to work post illness, personal injury, and/or personal medical procedure.

An employee who is using paid time off (vacation, floating holiday, compensatory) and who is hospitalized for an injury or illness, at their option and provided that they have sick leave available, may have their time off benefit changed to paid sick leave for the period of the actual hospitalization.

9.2.2. Safety: It is the responsibility of each employee to conduct all tasks in a safe and efficient manner complying with all local, state and federal safety and health regulations and program standards, and with any special safety concerns for use in a particular area or with a client.

Although most safety regulations are consistent throughout each department and program, each employee has the responsibility to identify and familiarize themselves with the emergency plan for their working area. Each facility shall have posted an emergency plan detailing procedures in handling emergencies such as fire, weather-related events and medical crises.

9.2.3. Accident Reporting: It is the responsibility of the employee to report and to complete an Accident and Incident Report for workplace injuries such as slips, falls, contusions or any other health/safety incidents that occurs by an employee or that the employee witnesses. This report must be completed and submitted to Human Resources by the close of business on the date of occurrence. Failure to report a safety infraction or an injury in a timely manner may result in employee disciplinary action, and could delay or void disability claims.

Furthermore, management requires that every person in the organization assumes the responsibility of individual and organizational safety. Failure to follow company safety and health guidelines or engaging in conduct that places the employee, client or Town property at risk can lead to employee disciplinary action and/or termination.

The Health and Safety Committee shall have the responsibility to develop and the authority to implement the safety and health program including worksite accident investigations, in the interest of a safer work environment with the approval of the Town Manager.

9.2.4. Worker's Compensation: When absence is compensable under Worker's Compensation Law, an employee may, upon signing written authorization, be paid the difference between Worker's Compensation benefits and their regular base salary until part or all of their accumulated sick, vacation, floating holiday and compensatory leave has been used. Time off benefits used in this manner shall be charged up to a rate of 0.4 days for each day the employee is on Worker's Compensation leave. At no point shall an employee receive a combined total compensation exceeding their current salary with the Town effective of the date they were injured. The Town, at its expense, reserves the right to have a physician examine the employee for return to work post injury.

Section 9.3. Sick Leave Buyback:

All employees hired after August 31, 2009 are ineligible for the sick leave buyback. Eligible employees hired prior to September 1, 2009 who terminate employment (except termination by the Town or resignation not in good standing) and who work twenty (20) hours or more per week, after seven (7) years of benefited employment, shall be paid for unused sick leave not exceeding one hundred (100) days at fifty percent (50%) of their daily rate of pay at the time of their termination. Sick leave buyback shall be paid to the estate of any employee who is eligible for it at the time of their death.

Positions classified as supervisory and/or exempt on the job description on file are ineligible for the sick leave buyback unless the employee had been promoted to a supervisory and/or exempt position as classified by the job description on file and was eligible for sick leave buyback before being promoted. In this event, the employee will be compensated upon retirement or resignation for unused sick leave not to exceed one hundred (100) days at fifty percent (50%) of their daily rate of pay that was in effect prior to the promotion. Should a promoted employee have

less than one hundred (100) days of unused sick time at the time of promotion, they will not be able to add days to that total.

Section 9.4. Sick Leave Bank:

A "Sick Leave Bank" shall be established and maintained for the purpose of protecting regular full time and regular part time benefited employees against loss of income due to long term illness or disability.

The Sick Leave Bank will be administered by a committee consisting of one (1) member to be elected from each of the constituent bargaining units that elects to participate. In addition, the Town Manager may appoint an additional number of members not to exceed one (1) less than the aggregate number of members representing the Unions. All members of the Sick Leave Bank Committee shall be participants in the Sick Leave Bank.

Employees eligible to withdraw sick leave days from the Sick Leave Bank must make application to the Sick Leave Bank Committee. The Committee may review the employee's records of attendance kept by the Town. The Sick Leave Bank Committee's decision shall be by majority vote and shall be final and not subject to the grievance and arbitration procedure.

Sick leave days may be deposited in the Sick Leave Bank in the following manner: Any employee eligible to participate in the Sick Leave Bank shall contribute four (4) days of their accumulated sick leave on July 1st of the year that the employee initially joins the Sick Leave Bank. Employees will contribute two (2) days annually on July 1st for the following four years, and then one (1) day annually on July 1st thereafter, unless they give written notification to the Sick Leave Bank Committee by June 30th that they wish to withdraw their membership in the Sick Leave Bank.

The Sick Leave Bank Committee may, with the approval of the Town Manager, vote to change the number of days contributed per year. If the number of hours in the Sick Leave Bank falls below 10,000, or if the membership in the Sick Leave Bank fluctuates significantly, then the policy of contributing two (2) days yearly for all members may be reinstated.

Unlimited sick leave days may be credited to the Sick Leave Bank by all employees, provided that, after the initial first year's contribution, no employee shall contribute more than two (2) days per year unless approved pursuant to Paragraph 4 above.

In order to be eligible to apply to the Sick Leave Bank for withdrawal of sick leave days, the employee must have used up all of their own accumulated sick leave, and be a participant in the Sick Leave Bank.

In order to be eligible to make application to the Sick Leave Bank, an employee must have suffered an illness or disability resulting in thirty (30) consecutive days of work missed; or resulting in five (5) days without pay, whichever comes first. That is, an employee with fewer than thirty (30) days of accumulated sick leave will not become eligible to withdraw sick leave from the Sick Leave Bank until they have gone five (5) consecutive work days without pay due to the same illness or injury; any employee with accumulated sick leave in excess of thirty (30) days shall be eligible to receive days from the Sick Leave Bank on the day following the exhaustion of their own accumulated sick leave. Paid vacation and/or floating holiday time may be allowed to be substituted for the five (5) days without pay. Notwithstanding the language in this paragraph, if an employee has missed thirty (30) days of work non-consecutively due to the same illness, then this paragraph may be waived by the Sick Leave Bank Committee.

The Sick Leave Bank Committee may require the employee to substitute paid accrued vacation and/or floating holiday leave for leave available from the Sick Leave Bank.

Any employee who is eligible for Worker's Compensation during the period of disability shall not be eligible for the use of the Sick Leave Bank.

Should the Sick Leave Bank be eliminated, all days accumulated shall be equally divided among the participants.

Applications to join or withdrawal time from the Sick Leave Bank may be obtained from any member of the Sick Leave Bank Committee or the Human Resources Director.

Section 9.5. Bereavement:

This benefit is available to all regular full-time and regular part-time employees who work twenty (20) hours or more per week. Bereavement time will be granted per instance. Questions should be directed to one's Department Head.

Leave with pay, up to one (1) week of one's regular work scheduled hours, will be granted for death in the immediate family. Immediate family is defined as a spouse, parent, step-parent, grandparent, grandchild, sibling, children, step-children, parent-in-law, or children-in-law.

Leave with pay, up to one (1) day, will be granted to any employee to attend the funeral or other memorial service of other members of their family defined as aunt, uncle, cousin (first), sibling-in-law, niece or nephew, or any other member of their household.

Section 9.6. Military Leave:

The Town will comply with the applicable provisions of the federal Uniform Services Employment and Reemployment Rights Act (USERRA), and any other applicable state or federal law, with respect to employment, reemployment and protection of employee benefits during military service. The Town shall not discriminate against

any employee or prospective employee because of past, present or future application for, or membership in a uniformed armed service.

Employees who are regular employees and who serve in the Armed Forces of the Commonwealth, or as members of an organized unit of a ready reserve component of the Armed Forces of the United States, under orders, will be allowed the difference between base pay they receive for such service and their regular rate of compensation from the Town, in performance of the member's annual active duty for training requirements (e.g., the 2 or 3 week annual encampment).

The Town, at its option, reserves the right to require the reservist to present written orders or suitable military documentation to support the military absence. Active (drilling) reservists should to present their annual (or semiannual) unit training calendar to their supervisor within thirty (30) days of its publication. The employee will confirm their request for such military absence in accordance with existing Town policy for all other absences. In that all military absences cannot be forecasted so as to enable the reservist to comply with the Town's policy of advance notice, a reasonability standard will be applied. The reservist is required to give such reasonable notice, assuming they have been sufficiently informed by their military unit.

Section 9.7. Jury Service:

Jury service for employees shall be paid by the Town in accordance with the policy adopted by the Commonwealth of Massachusetts or the employee's state of residence. If the jury fees, exclusive of travel allowances, received by said employee for such jury duty shall be less than the regular pay received by them from the Town, the difference between said fees, and regular pay shall be paid to such employee by the Town. However, as a condition to receiving such payment, the employee agrees that if discharged for a reasonable portion of regular work hours, the employee will report to their supervisor for such work as may be assigned. An employee performing such jury duty and who desires the benefits of this section may be required to present weekly to the Department Head a certificate by the Court or a duly authorized representative as to the time spent by the employee in such jury duty during such week.

Section 9.8. Family and Medical Leave Act:

The provisions of the Family and Medical Leave Act of 1993 (FMLA) entitle an eligible employee to a total of twelve (12) workweeks of unpaid leave during a twelve (12) month period for one or more of the following reasons:

1. The birth and care of the newborn child of the employee;
2. The placement with the employee of a child for adoption or foster care;
3. To care for an immediate family member (spouse, child or parent) with a serious health condition;
4. To take medical leave when the employee is unable to work because of a serious health condition;
5. A qualifying exigency (need) arising out of the fact that the employee's spouse, child, or parent is a covered military member of the National Guard and Reserves on active duty (or has been notified of an impending call or order to active duty) in support of a contingency operation;
6. Military caregiver leave (i.e. covered service member leave) to care for a service member with a serious injury or illness incurred in the line of duty on active duty. Eligible employees who are the spouse, child, parent, next of kin (closest blood relative), are entitled to a special leave entitlement of up to twenty-six (26) weeks to care for a covered service member during a single twelve (12) month period.

Leave qualifying as FMLA may either be requested by the employee or will be designated as FMLA leave by the Town when it appears that the reason for the leave fits the Family and Medical Leave Act.

9.8.1. Definitions: The following definitions apply to this Article:

1. Eligible Employee: An employee who has worked for the Town at least twelve months (consecutive or non-consecutive, provided that the break in service does not exceed seven years unless due to National Guard or Reserve military service obligations), and has actually worked 1,250 hours (including paid time off) during the previous twelve (12) month period.

2. Twelve (12) Month Leave Period - The twelve (12) month period used for determining an employee's twelve (12) week FMLA leave entitlement will be a "rolling" twelve (12) month period measured backward from the date the employee begins the use of FMLA leave. The employee should submit a written request prior to the start of the FMLA leave.

3. Covered Service Member: A current member of the armed forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness.

4. Qualifying Exigency: Must be one of the following: a) short-notice deployment, b) military events and activities, c) child care and school activities, d) financial and legal arrangements, e) counseling, f) rest and recuperation, g) post-deployment activities, h) additional activities that arise out of active duty, provided that the employer and the employee agree, including agreement on timing and duration of the leave.

5. Serious Health Conditions: An illness, injury, impairment or physical or mental condition that involves: a) incapacity or treatment as an in-patient in a hospital, hospice, or residential medical care facility, or b) incapacity caused by a health condition requiring absence from work, school, or other regular daily activities for more than three calendar

days and requiring two visits to a health care provider, with the first visit within seven days of the onset and a second visit within thirty (30) days of the capacity, or c) incapacity or continuing treatment by a health care provider for a chronic or long-term health condition requiring periodic health care visits for treatment (at least twice a year), or d) incapacity due to pregnancy or prenatal care, or e) incapacity that is permanent or long-term due to a condition for which treatment may not be effective, or f) absences to receive multiple treatments for a condition that likely would result in an incapacity of more than three consecutive days if left untreated.

9.8.2. Health Insurance Continuation: The Town will maintain health plan coverage for any employee who takes FMLA at the same level and conditions that would have applied if the employee had not taken leave. The employee must continue to pay their share of this coverage, either through payroll deduction or over the counter in the Collector's Office. If the employee fails to return to work following the expiration of the period of FMLA leave, the employee will be obligated to pay to the Town the entire Town contribution to the employee's medical insurance plan for the entire period of FMLA leave, except in certain limited circumstances required by law.

9.8.3. Time Off Benefits: The employee shall continue to accrue time off benefits such as vacation time, sick leave, holidays, and floating holidays while out on FMLA.

9.8.4. Guarantee of Job: The employee will be able to return to their prior position or a position with equivalent benefits, pay and other terms and conditions of employment. An exception to this guarantee is that the highest paid ten percent (10%) employees of the Town may be notified that their leave, or the continuation of their leave, would cause grievous economic injury to the Town and cannot be granted. If one of these employees elects not to return to work after such a notice, the Town may then deny later reinstatement.

9.8.5. Limits: The following limits will apply to the leave granted under this Article:

1. Leave for the birth or placement of a child expires at the end of the twelve (12) month period beginning on the date of such birth or placement;

2. Leave for the birth or placement of a child or placement of a child for adoption or foster care may not be taken intermittently;

3. Leave for the birth or placement of a child or to care for a sick parent may be limited to a total of twelve (12) weeks when both a husband and wife work for the Town and are eligible for leave;

4. A child for whom family medical leave may be taken is one under 18 years of age or one who is incapable of self-care because of mental or physical disability;

5. A child includes an adopted, foster or stepchild, a legal ward or a child of a person standing in loco parentis;

6. A parent includes biological or adoptive parents of an employee, or a person who stands or stood in loco parentis to an employee;

7. Spouse means a husband or wife under the Laws of the Commonwealth of Massachusetts;

8. The Town shall require the employee to substitute paid accrued vacation, floating holiday or sick leave for leave available under the Act;

9. Under this policy, an employee can substitute paid sick leave for their own leave because of a serious health condition or for that of a spouse, child, or parent;

10. Employees who give birth may use up to eight (8) weeks of sick time, unless medical documentation precludes return to work.

11. Employees whose spouse gives birth may utilize up to two (2) weeks of sick time not counted against family sick leave.

11. When medically necessary, leave for a serious health condition may be taken intermittently. The Town may require an employee to provide certification for intermittent leave for planned medical treatment indicating the timing and duration of treatment. The Town may also require the employee to transfer to a position with equivalent pay and benefits which may better accommodate recurring periods of leave;

12. The Town may require thirty (30) days' notice of planned medical treatment, or such notice as is practicable;

13. The Town may require proof from a health care provider of a serious health condition of a family member or employee, to include:

(a) The date on which condition commenced;

(b) The probable duration of the condition;

(c) The appropriate medical facts about the condition within the knowledge of the health care provider;

(d) Either a statement that the employee is needed to care for a family member or that the employee is unable to perform the functions of their position;

(e) In the case of intermittent or reduced leave for planned medical treatment, the dates on which treatment is scheduled and its expected duration;

14. The Town may require the employee to obtain the opinion of a second health care provider of its choosing; a third opinion may also be sought which is to be approved by both parties and which is binding. The Town will pay for these opinions;

15. The Town may require recertification of the serious health condition during a leave, and may require an employee to report on their status and intention to return to work;

16. The Town may require a fitness for duty note from a health care provider before a return to work from a serious health condition. As a follow-up, the Town may also send the employee for a fitness for duty appointment with the Town physician, as needed. Said follow-up appointment will be paid for by the Town.

Section 9.9. Massachusetts Parental Leave Act: The Town will comply with the Massachusetts Parental Leave Act. Any time taken shall be applied similar to the Family Medical Leave Act including continuous time off benefits accruing and mandatory use of time off benefits during said leave.

Section 9.10. Massachusetts Domestic Violence Leave Act: Employees are eligible for up to fifteen (15) days of unpaid leave from work in any twelve (12)-month period if you or a family member are a victim of abusive behavior and you are using the leave from work to:

- seek or obtain medical attention, counseling, victim services or legal assistance;
- secure housing;
- obtain a protective order from a court;
- appear in court or before a grand jury;
- meet with a district attorney or other law enforcement official;
- attend child custody proceedings directly related to the abusive behavior; or
- address other issues directly related to the abusive behavior.

The perpetrator of the abusive behavior against a family member is not eligible for Domestic Violence Leave. Employees are required to notify the Town of Reading in advance of the employee's need to take domestic violence leave, unless there is a threat of imminent danger to the employee or the employee's family member. If there is such a threat, you must provide notice within three (3) workdays following the absence.

In addition to notice of the need for leave, the employee must provide documentation of the reason for the leave, including any of the following: a protective order; a document printed on the official letterhead of a court or other agency or other official letterhead from which the employee sought assistance related to abusive behavior; a police report or statement to police; official adjudication documents showing the perpetrator's involvement in the criminal justice system; documentation of medical treatment; a sworn statement from a professional advocate; or the employee's own sworn statement, executed under penalty of perjury.

All information related to Domestic Violence leave will be kept confidential by the Town and will not be disclosed, except in limited circumstances in accordance with applicable law.

For purposes of this policy, "family member" means persons:

- who are married to one another;
- in a substantive dating or engagement relationship and who reside together;
- having a child in common regardless of whether they have ever married or resided together;
- in a parent, step-parent, child, step-child, sibling, grandparent or grandchild relationship; or
- in a guardianship relationship.

Employees are required to use all annual, vacation, personal, or sick leave already available prior to requesting or taking leave under this policy. To the extent an employee is eligible for leave under the federal Family and Medical Leave Act ("FMLA") and the Massachusetts Domestic Violence Leave Act, such leaves will run concurrently.

Section 9.11. Unpaid Leaves of Absence - Other than FMLA Leave:

The Town Manager may grant leaves of absence, other than leave under the Family Medical Leave Act leave, for good cause without pay to all employees. In reviewing requests for leave, consideration shall be given to:

1. The nature of the reason;
2. The employee's work record;
3. Impact on operation of the Town.

The leave may be immediately canceled if the employee unilaterally does not comply with the terms of the leave agreed upon.

All requests for leave must be in writing, and a recommendation by the Department Head in writing is required.

The rate of pay for an employee returning from a leave of absence shall be the applicable pay for the same position which the employee held immediately prior to the leave, if the employee is returning to the same position.

Benefits will not accrue during a leave of absence in excess of thirty (30) days. Specifically, no paid holidays, vacation, floating holidays, sick leave or seniority will accrue.

The Town will not make any payment toward an employee's health or life insurance plans for the period of the leave in excess of thirty (30) days. Employees have the option, however, of maintaining their coverage after the thirty (30) day period by paying the full premium or COBRA rate, as applicable. The Collector's Office must be notified by the employee if coverage is desired so that the premium cost can be paid directly by the employee for the period of the leave.

Section 9.12. Small Necessities Leave Act:

The Small Necessities Leave Act provides up to twenty-four (24) hours of unpaid leave during any twelve (12)-month period to an eligible employee for the purpose of:

1. participating in school activities directly related to the educational advancement of the employee’s child, such as parent-teacher conferences or interviewing for a new school;
2. accompanying the employee’s child to routine medical or dental appointments, such as check-ups or vaccinations; and
3. accompanying an elderly relative of the employee to routine medical or dental appointments and appointments for other professional services related to the elder’s care, such as interviewing at nursing or group homes.

This leave is in addition to any leave the employee may be entitled to under the Family and Medical Leave Act (FMLA).

9.12.1. Eligibility: The following shall be conditions for eligibility under this Section:

- ◆ Those who have been employed for at least twelve (12) months;
- ◆ Those who have provided at least 1,250 hours of service, including paid time off, in the twelve (12) month period prior to the leave request.

9.12.2. Timing of Twelve (12) Month Leave Period: The twelve (12) month period used for determining an employee's 24 hours of leave entitlement will be a "rolling" twelve (12) month period measured backward from the date the employee begins the use of the leave.

9.12.3. Limits: The following limits will apply to the leave granted under this section:

1. An employee is required to provide their employer with at least seven (7) days’ notice when the need for leave is foreseeable. If the need for leave is not foreseeable, the employee is required to provide the employer with such notice as is practicable under the circumstances.
2. The Town shall require the employee to substitute paid accrued vacation, floating holiday or sick leave for any of the leave available under this Act. However, an employer is not required to provide paid sick leave in any situation in which the employer would not normally provide such leave.
3. An employee may take leave under this Act on an intermittent or reduced leave basis.

Section 9.13. Holidays:

9.13.1. All regular full time and regular part time employees who work twenty (20) or more hours per week shall be entitled to the following twelve (12) holidays, in accordance with Commonwealth’s schedule, with pay when they fall within their regular workweek:

New Year’s Day	Memorial Day	Columbus Day
Martin Luther King Jr. Day	Juneteenth Independence Day	Veterans Day
Washington’s Birthday	Independence Day	Thanksgiving Day
Patriots' Day	Labor Day	Christmas Day

9.13.2. At the beginning of each calendar year Human Resources will notify employees on which day a holiday will be celebrated and/or observed if it is scheduled to fall on a weekend day.

9.13.3. In the event a non-exempt employee is required to work on a Town-recognized holiday, they shall be compensated for the number of hours worked at double time. In the event an exempt employee is required to work on a Town-recognized holiday, they will be given an alternative day off within twenty-eight (28) calendar days at the convenience of the Department.

9.13.4. In order to qualify for paid holidays, an employee shall have been employed on the last regularly scheduled work day prior to, and the next regularly scheduled day following such holiday.

9.13.5. As Town Hall is closed on Fridays, employees who work their normal scheduled hours during the Monday-Thursday workweek shall forfeit holidays that are celebrated/observed on Fridays and Saturdays.

9.13.6. Employees who work five (5) day workweeks shall receive Fridays off if the Commonwealth celebrates/observes a particular holiday on a Saturday.

Section 9.14. Vacations:

Paid vacations are available to all regular full time and regular part time employees who work twenty (20) or more hours per week. Vacation time shall be earned on a monthly basis but advanced annually. The following applies to all non-exempt and exempt employees as defined in Sections 3.6.5 and 3.6.4. See the chart below.

9.14.1. Vacation shall accrue at the rate of 5/6 days per month for the remaining portion of the calendar year in which the employee is hired. Thereafter, vacation will be advanced to an employee on January 1 for the entire calendar year with the expectation that the employee will continue to work for the Town and accrue the vacation, which was advanced on January 1, over the course of that entire calendar year.

9.14.2. Two (2) weeks' vacation with pay will be advanced to all regular employees beginning January 1 after their employment.

9.14.3. Three (3) weeks' vacation with pay will be advanced to all regular employees beginning on the date of completion of their fifth year of continuous service. On January 1 of the year in which the completion of the fifth year of continuous service is to be met, the vacation advanced will be the two (2) weeks earned plus the prorated amount of the third week earned that year.

9.14.4. Four (4) weeks' vacation with pay will be advanced to all regular employees beginning on the date of completion of their tenth year of continuous service. On January 1 of the year in which the completion of the tenth year continuous service is to be met, the vacation advanced will be three (3) weeks earned plus the prorated amount of the fourth week earned that year.

9.14.5. A fifth week of vacation with pay will be phased in for all regular employees who have completed their twentieth year of continuous service. On January 1 of the year in which the completion of the 20th, 21st, 22nd, 23rd or 24th year of continuous service are to be met, one (1) additional day each year of vacation in addition to the four (4) weeks previously earned will be advanced so that upon the completion of the 24th year of service, a total of five (5) weeks of paid vacation will be earned.

VACATION SCHEDULE FOR ALL ELIGIBLE EMPLOYEES		
	NUMBER OF VACATION DAYS	
Completed years of employment	COLUMN A Non-Exempt Employees	COLUMN B Exempt Employees
0 – 4	10	15
5 – 9	15	20
10	20	21
11	20	22
12	20	23
13	20	24
14	20	25 (maximum)
15 – 19	20	
20	21	
21	22	
22	23	
23	24	
24	25 (maximum)	

9.14.6. The Town Manager may set a different vacation schedule based upon relevant years of service with another municipality, the Commonwealth of Massachusetts, or in the private sector.

9.14.7. Vacations must be taken within the calendar year. An employee advanced up to three (3) weeks' vacation may elect to carry over one week of vacation into the next calendar year. An employee advanced four (4) weeks or more vacation may carry over up to two (2) weeks of vacation into the next calendar year. Any vacation carried over must be taken by June 30th of the next calendar year. Any unused time will be forfeited. Time carried over must have prior approval of the Department Head. Any additional carryover must be approved by the Town Manager.

9.14.8. Vacations are scheduled under the direction of the Department Head at the convenience of the Department.

9.14.9. If a holiday falls within the vacation period, the employee shall not be charged vacation pay, but rather holiday pay, as applicable.

9.14.10. Whenever the employment of a person is terminated during the year by dismissal through no fault or delinquency on their part, or by resignation in good standing, retirement or death, they or their estate shall be paid at the regular rate of compensation payable at the termination of employment, an amount in lieu of earned but unused vacation.

9.14.11. An employee whose employment is voluntarily or involuntarily terminated with the Town shall forfeit Any vacation balance advanced on January 1 but not yet accrued by the employee that calendar year (determined on the monthly accrual basis referred to in 9.14.1) as of the termination date. Any such employee who has taken vacation in excess of that which the employee has accrued that calendar year as of the termination date (pursuant to 9.14.1) must compensate the Town for the excess vacation taken either directly or by withholding from paychecks. Employees

who are retiring and give at least six (6) months notice will be entitled to the full year's paid vacation without pro-ration. This option is available only once. If, after giving six (6) months notice, an employee decides not to retire, the employee may not take advantage of this option again.

Section 9.15. Floating Holidays:

A "floating holiday" is a day that is taken at the employee's discretion with the prior approval of the Department Head. Each employee will be given two (2) floating holidays per calendar year which must be used within that calendar year. Unused floating holiday time cannot be carried over into the next calendar year.

Section 9.16. Group Health and Life Insurance Benefits:

The Town complies with State Law regarding group health and life insurance. The Town will provide and may amend a package of group health and life insurance benefits to its regular full time and regular part time employees who work twenty (20) or more hours per week. Employees have a right to choose from among available medical benefits or may decline such benefits.

The benefit plan, if any, in effect for each employee at the time of retirement shall be in accordance with the Public Employee Committee's written agreements. The Town recognizes the validity of a coalition bargained agreement dealing with the subject of group health and life insurance, and the Town and its employees recognize that, unless there is a change in State statutes to the contrary, they are bound by this agreement as it may be modified through the coalition bargaining process from time to time.

Section 9.17. Employee Assistance Program:

The Town of Reading may offer its regular employees and/or their immediate families an Employee Assistance Program hereafter known as "EAP". The goals of this program are:

1. To retain valued employees;
2. To restore productivity through early identification of personal problems; and
3. To motivate employees to seek help with life management problems.

The EAP consists of an outside counseling group retained by the Town to provide professional counseling and referral services. Their trained personnel can quickly assess an employee's problem, provide short-term counseling and/or referral and follow-up services until the problem is resolved.

Talking to an EAP counselor is free. Costs occur to the employee only if professional help is recommended by the counselor. Most professional services will be covered, either partially or totally, by the employee's existing health insurance.

Information on the EAP will be posted prominently, will be available in all Town buildings, and will be available from the Human Resources Director.

An employee's private life is not the concern of the Town. However, when an employee's personal life problems and stress begin to affect their job performance or attendance, the matter becomes a justifiable concern of the Town.

When an employee's job performance is impaired, normal supervisory assistance will serve as the motivation by which employee's job performance will return to an acceptable level in most cases. In those cases where normal remedial or supervisory assistance does not correct performance problems, outside or personal problems may be the cause.

The Town encourages all employees experiencing physical illness, mental or emotional distress, financial hardships, marital or family difficulties, substance abuse or addiction, legal problems or any other concerns, to seek appropriate help. In most cases, identifying the problem and receiving appropriate assistance will lead to its successful resolution. The Town supports and encourages employees in their efforts to resolve personal or family problems.

The Town believes an employee's job performance may be affected by the problems of family members. For this reason, the Town extends the same offer of assistance to the immediate family of all regular employees.

All contacts with the Employee Assistance Program are completely confidential. Records are kept at the EAP offices, and may not be released without the employee's written consent.

The Town's concern with life management problems is strictly limited to an employee's job performance. Employees are assured that their job security, future reputation or promotional opportunities will not be jeopardized by participation in the EAP.

Participation in the EAP is, however, voluntary. In cases where a supervisor has suggested the services of the EAP, the employee may elect not to take advantage of it. Where disciplinary action has been initiated, such procedures will continue. Disciplinary action may continue whether or not an employee participates in the EAP. If an employee does take advantage of the EAP, it still remains the employee's responsibility to meet job requirements. The EAP is meant to be a positive adjunct for employees, not a way to excuse substandard performance.

Section 9.18. Professional Development:

It is the policy of the Town of Reading to encourage professional development on the part of regular full time and regular part time employees when the professional development will enable them to better perform their current jobs, and when it will prepare them for advancement and promotion within the Town.

Professional development may include conferences, seminars, non-accredited courses, accredited college courses, college courses while enrolled in a degree program and enrichment programs offered by the Town or an outside organization.

In order to encourage professional development, the Town, with Department Head approval, and as the budget process allows, may pay for costs reasonably related to the programs included in the definition of continuing education. These costs may include tuition, fees, registration and books and publications. Parking, mileage or other transportation, meals and lodging, if the program is away from the immediate area, will be evaluated on a case-by-case basis, and may be paid when the professional development is directly related to the existing job of the employee and is not part of a degree program.

Attendance at professional development programs is dependent upon the following:

1. The employee must have completed the probationary period;
2. The professional development program must be related to the employee's current job or a job that can reasonably be expected to be available with the Town in the near future;
3. Adequate appropriation in the Municipal Budget dedicated to professional development;
4. The Division or Department Head must feel that attendance at the program will not adversely affect the functioning of the Division or Department in the employee's absence;
5. Application to attend the program must be made in writing and approved by the Division and Department Head and the Town Manager in advance of the beginning of the program;
6. The employee must complete the program with a grade of "C" or better with satisfactory completion of the course if the course is ungraded.

A professional development program that is directly related to a current job held by an employee may be taken during working hours.

Section 9.19. Office Closings:

In extreme cases, the Town Manager may order the closing, late opening or early closing of non-essential buildings such as the Town Hall or the Library. Every effort will be made to contact employees such as telephone calls, text messages, email and/or the Town's web-based presence. Department Heads should follow-up with their staff to ensure this communication is received. In such instances, employees scheduled to work will not be charged for the time off. Those scheduled to not work due to vacation or some other paid time off will still be charged in accordance with their pre-arranged paid time off usage.

In cases where an employee feels personally at risk due to extreme weather conditions, or other extreme emergency, and an office closing or delay has not been ordered, the employee may make up the time or take paid time off (excluding sick time) for work hours missed.

It is the responsibility of the Department Head to ensure that there is adequate office coverage at all times when Town buildings are open for business.

Section 9.20. Personal Property:

The Town shall reimburse employees for the reasonable replacement cost of personal property (glasses, artificial teeth, watches, etc.) which is required by the job and damaged by accident in the course of employment. Employees should use all reasonable precautions to prevent loss or damage by accident to personal property.

Section 9.21. Technology Equipment and Internet Usage:

The Technology Division shall administer policies that remain up to date regarding, but not limited to, best practices, equipment usage and security protocols. These shall pertain to all employees that utilize Town-issues equipment such as desktop computers, laptops, cell phones, office phones, printers, facsimile machines, copiers, tablets or any other equipment under the jurisdiction of the Technology Division. All equipment shall only be used for Town-related business and not personal or other use.

The Town's Internet access shall only be used for business purposes. Employees should not use the access for non-related business purposes.

Section 9.22. Remote Work:

As a public employer, the Town is expected to provide in-person customer service to its constituents. However, temporary telecommuting arrangements may be approved for circumstances such as inclement weather or special projects. These arrangements are approved on an as-needed basis only, with no expectation of ongoing continuance, and shall not exceed more than one (1) working day per week. These temporary arrangements are to be pre-approved by the Department Head.

In extraordinary circumstances, as determined by the Town in its sole discretion, an employee may be permitted to work remotely on a regular or ad hoc basis. Requests of this nature shall be made to the Department

Head, who, if accepting the request, shall gain approval from the Town Manager and Human Resources Director prior to permitting remote work. The employee shall be notified in writing of the decision on their request along with any conditions of continuance. Employees that work remotely are expected to perform their regular essential duties during their normal work hours. Should an employee need to step away from their work, they must notify their immediate supervisor to make them aware of their absence. Time not worked during said absence shall be made-up or substituted with paid time off (excluding sick time, as applicable). Employees shall be held accountable for their time spent on remote work as though they were in the office.

ARTICLE 10: DISCIPLINARY ACTION

Disciplinary action is the action taken as a result of unsatisfactory performance, absenteeism, or misconduct by an employee.

Actions which may result in immediate suspension without pay, demotion or dismissal could include but are not limited to:

1. Absence from duty for one (1) work day or more without notice and/or without approval of the employee's supervisor. This shall be considered a resignation not in good standing;
2. Insubordination or serious breach of professional conduct;
3. Intoxication or use of alcohol, drugs or controlled hazardous substances while on duty;
4. A pattern of chronic or excessive absenteeism not related to a legitimate illness;
4. Disorderly conduct while on duty;
5. Breaking of any Town, State or Federal law while at work;
6. Conviction of a criminal act or offense;
7. Negligence, willful damage or private use of public property or of public supplies;
8. Use or attempt to use one's authority or official influence to control or modify the political actions of any Town employee, or engaging in any form of political activity during working hours.

This list is for illustrative purposes only.

Action for the offenses listed below will generally be taken in the following order: oral reprimand, written reprimand, suspension with or without pay, demotion and dismissal. The Town reserves the right to advance to any stage in the order of discipline, including dismissal, for any offense depending on the seriousness of the offense, or where it believes the public health, safety, or welfare warrants other action or where the Town Manager believes other action is appropriate.

1. Neglect of duty;
2. Failure to report to work after authorized leave has expired, or after such leave has been disapproved or revoked;
3. Incompetence or inefficiency;
4. Willful violation of any statutes, rules, regulations, Departmental regulations, or policies relating to Town employees.

Oral reprimands may be administered by the Department Head or by the Town Manager. An employee who is issued an oral reprimand will be specifically informed of the oral reprimand, and the Department Head may keep a written notation of the oral reprimand although that notation will not be kept in a personnel file.

A written reprimand may be issued by the Department Head with a copy to the Town Manager, or by the Town Manager directly with a copy to the Department Head, and a copy will be included in the personnel file.

All other forms of discipline will be administered by the Town Manager upon consultation with the Department Head. A record of all disciplinary action (except for oral reprimands) will be included in the employee's personnel file.

Any employee being disciplined shall have a right to be informed of the charges and penalties assessed, and shall have a right to discuss these with the Department Head or Town Manager, whoever is administering the discipline. Appeal from a disciplinary action may be made in accordance with Article 11.

ARTICLE 11: COMPLAINTS PROCEDURE

All differences, disputes and complaints that may arise between Town employees and their respective Departments shall be considered at reasonable times during working hours and handled in the following steps:

Step 1: Within five (5) business days following the incident which gave rise to the complaint, the aggrieved employee may take their complaint to the immediate supervisor for resolution. If the matter is not resolved to the satisfaction of the employee within two (2) business days, the employee may proceed to Step 2.

Step 2: Within five (5) business days following the completion of Step 1, the employee may meet with their immediate supervisor, Human Resources and their Department Head to resolve the complaint. If the complaint is not resolved to the satisfaction of the employee within five (5) business days, the employee may proceed to Step 3.

Step 3: Within five (5) business days following the completion of Step 2, the employee may notify the Town Manager, in writing, of their complaint. The decision of the Town Manager shall be final and binding upon all parties concerned.

All differences, disputes and complaints that may arise between Library employees and their supervisors shall be handled in the manner stated above.

ARTICLE 12: CONFLICT WITH CIVIL SERVICE AND OTHER REGULATIONS

Nothing in this Policy shall be construed to conflict with Chapter 31 of the Massachusetts General Laws.

To the extent that these policies conflict with applicable Civil Service or other requirements, and the Civil Service or other requirements are binding on the Town, the Civil Service or other requirements shall apply only to the extent that there is a conflict.

Generally, to the extent there is any conflict between the terms of these personnel policies and the Charter or the By-Laws, the terms of the Charter or the By-Laws shall control. If there is any conflict between the terms of these personnel policies and any written or collective bargaining agreement, the terms of the written contract or collective bargaining agreement shall control only to the extent that there is a conflict.

ARTICLE 13: EFFECT OF INVALIDITY

The invalidity of any section or provision of this policy shall not invalidate any other section or provision thereof.

ARTICLE 14: EFFECTIVE DATE

This policy is effective as of the date it is approved by the Select Board. This policy will not be construed to deprive any person employed at the effective date of this policy of any promotional right in normal career development, nor change the existing status of any employee. However, the Town may modify schedules, shifts, squads, or work units to eliminate any potential for conflict under this policy.

Original Adoption: December 1988
Revised: December 18, 1990
September 13, 1994
August 26, 1997
December 14, 1999
May 21, 2002
April 15, 2003
October 6, 2009
January 18, 2022

The following schedules are available from the Human Resources Director.

- Schedule A-1, Classification Plan
- Schedule B-1, Compensation Plan
- Schedule A-2, Classification Plan - Seasonal Employee
- Schedule B-2, Compensation Plan - Seasonal Employee

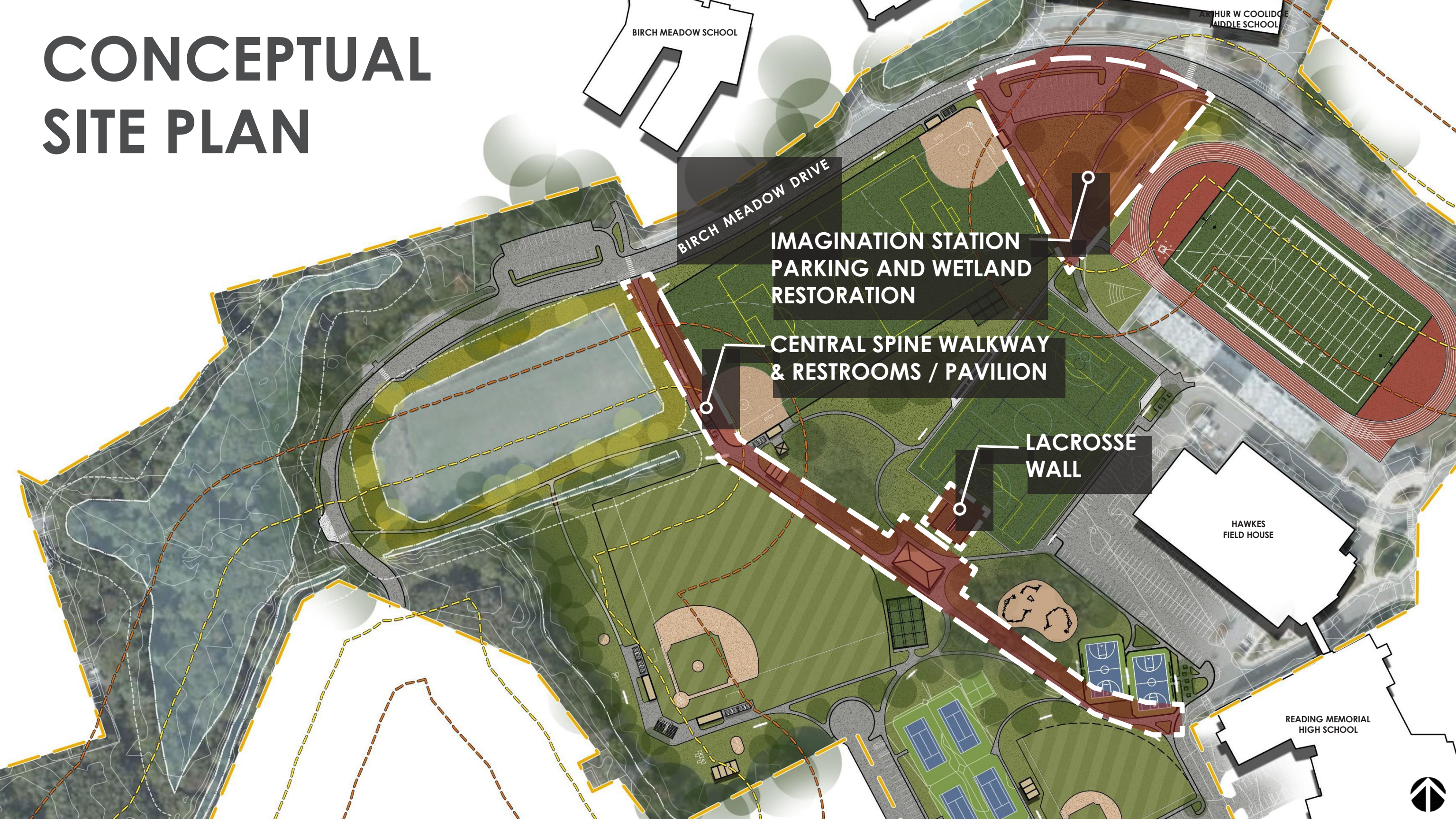
An aerial photograph of Birch Meadow Park in Reading, Massachusetts. The image shows a large complex of buildings, including a prominent red-roofed structure, surrounded by green fields, trees, and residential areas. The entire image is overlaid with a semi-transparent reddish-orange filter.

TOWN OF READING

Birch Meadow Park - Phase I | RAAC Committee Meeting

June 15, 2022

CONCEPTUAL SITE PLAN



BIRCH MEADOW SCHOOL

ARTHUR W COOLIDGE MIDDLE SCHOOL

BIRCH MEADOW DRIVE

IMAGINATION STATION
PARKING AND WETLAND
RESTORATION

CENTRAL SPINE WALKWAY
& RESTROOMS / PAVILION

LACROSSE
WALL

HAWKES
FIELD HOUSE

READING MEMORIAL
HIGH SCHOOL



RECREATION BENEFITS ALL DEMOGRAPHICS

- Research shows that since Covid half of adults from across the United States now participate in outdoor recreation on at least a monthly basis, and approximately 20% may be new to outdoor recreation during the pandemic.
- Participation in outdoor recreation carries both psychological and physiological benefits.
- Outdoor recreation helps to release stress and restore people's senses of well-being. Research has linked stress to a wide range of health issues, including heart disease, depression, obesity, irritability, headaches, anxiety, and relationship troubles.

APPROXIMATE COST ESTIMATES

CENTRAL SPINE WALKWAY & RESTROOMS/PAVILION	<i>\$800K</i>
LACROSSE WALL	<i>\$150K</i>
IMAGINATION STATION PARKING LOT	<i>\$550k</i>
TOTAL ESTIMATED COST	<i>\$1.5m</i>

CENTRAL SPINE WALKWAY & RESTROOMS/PAVILION

\$800K



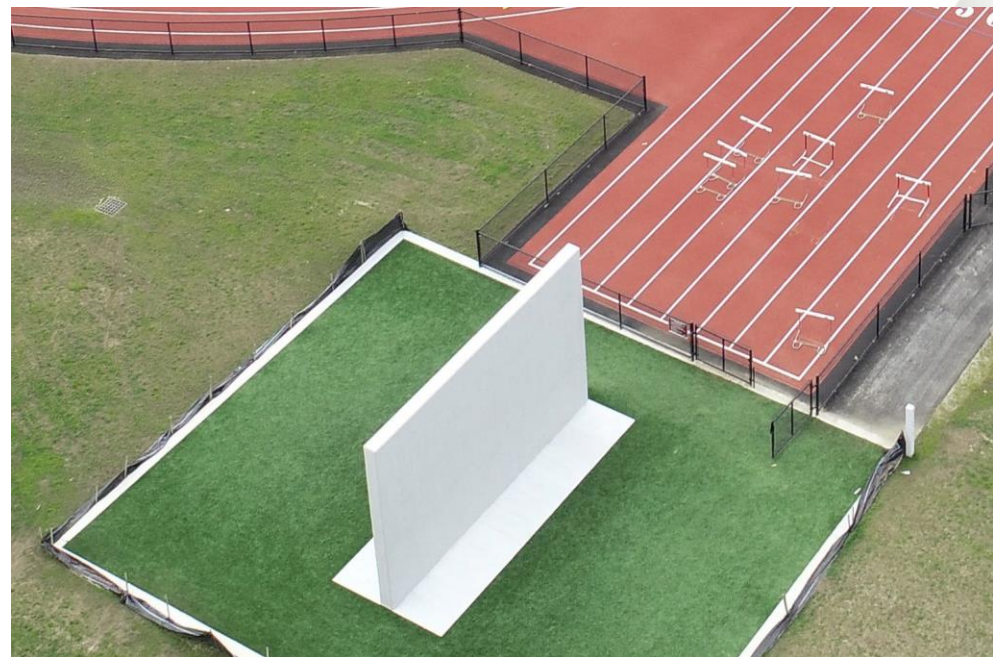
- Indoor Restrooms
- Indoor Storage
- Outside Picnic Area/Gathering space/Can be used for outdoor Lunch area for RMHS
- Will be a safe walking area with low level pedestrian lighting. Many walk or bike to and from sporting events, school, etc. through the BM complex
- Most current OSRP study shows same feedback from community for more areas for walking and biking
- Approx. quarter of a mile and ADA compliant.

READING MEMORIAL HIGH SCHOOL

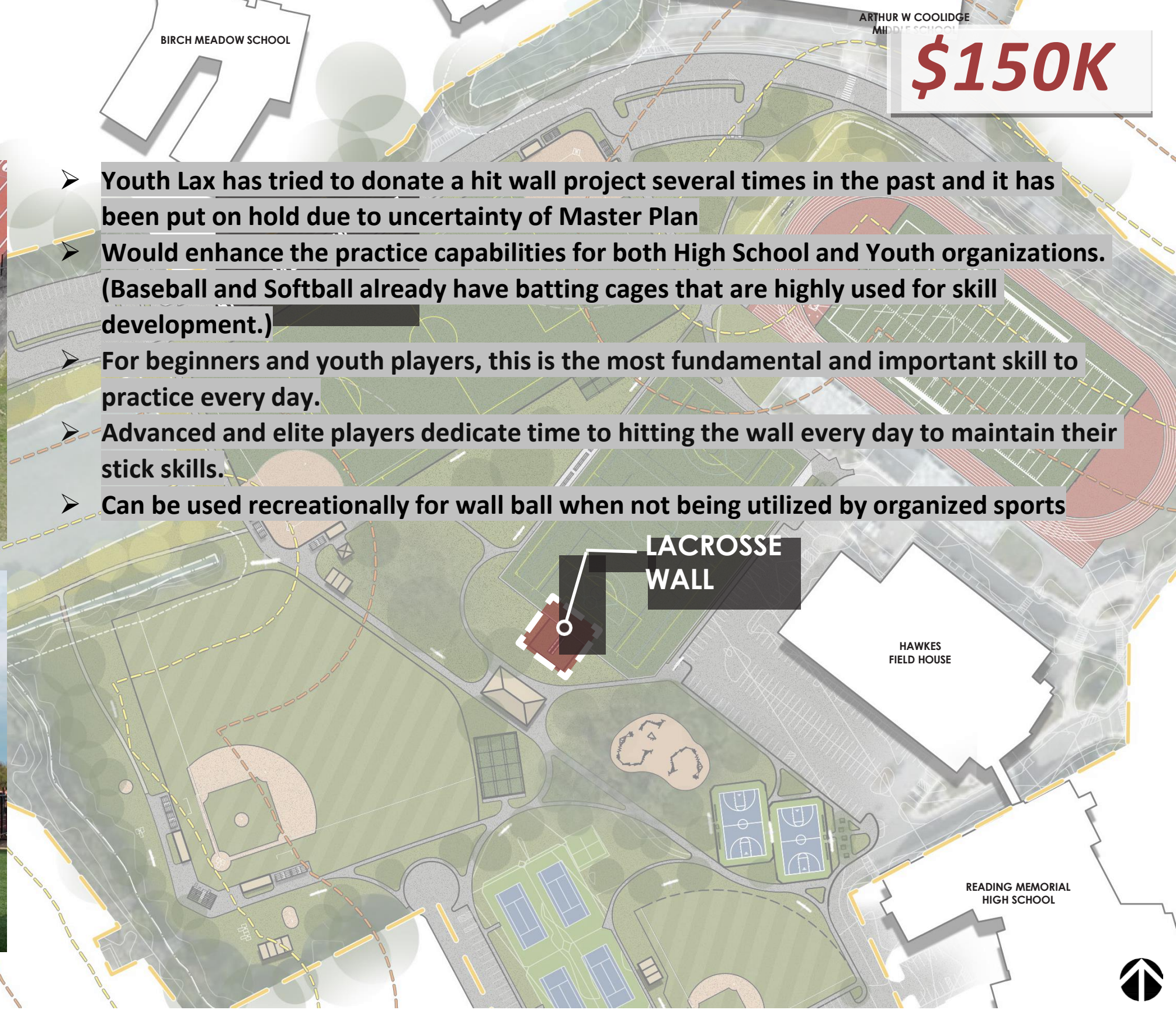


LACROSSE WALL

\$150K



- Youth Lax has tried to donate a hit wall project several times in the past and it has been put on hold due to uncertainty of Master Plan
- Would enhance the practice capabilities for both High School and Youth organizations. (Baseball and Softball already have batting cages that are highly used for skill development.)
- For beginners and youth players, this is the most fundamental and important skill to practice every day.
- Advanced and elite players dedicate time to hitting the wall every day to maintain their stick skills.
- Can be used recreationally for wall ball when not being utilized by organized sports



IMAGINATION STATION PARKING LOT

BIRCH MEADOW SCHOOL

ARTHUR W COOLIDGE
MIDDLE SCHOOL

\$550k

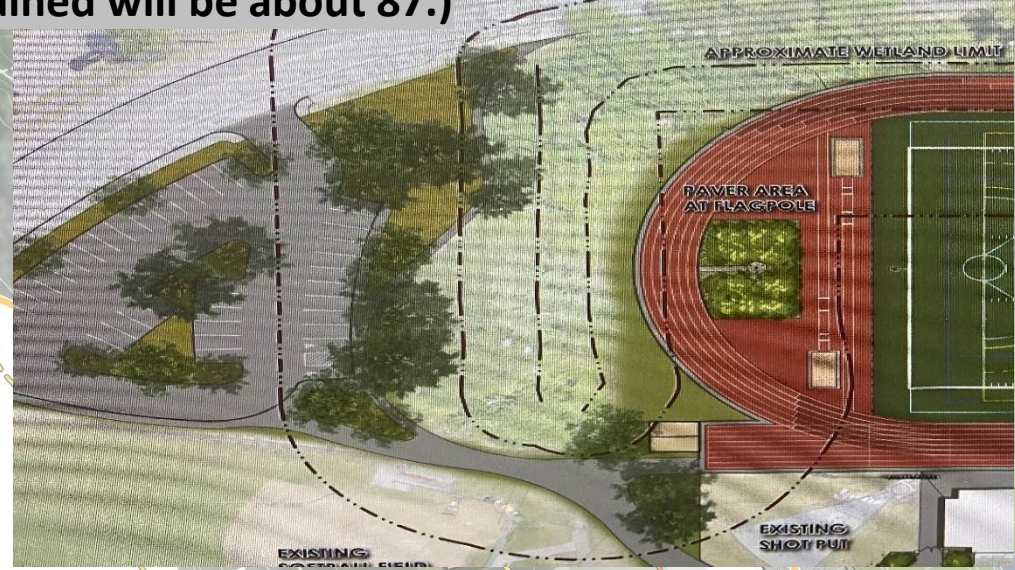
BIRCH MEADOW DRIVE

IMAGINATION STATION
PARKING AND WETLAND
RESTORATION

- Considered a critical infrastructure item
- Safety Lighting
- Delineated lined parking spots
- Designated entrance and exit
- ADA Compliant
- Environmental improvements

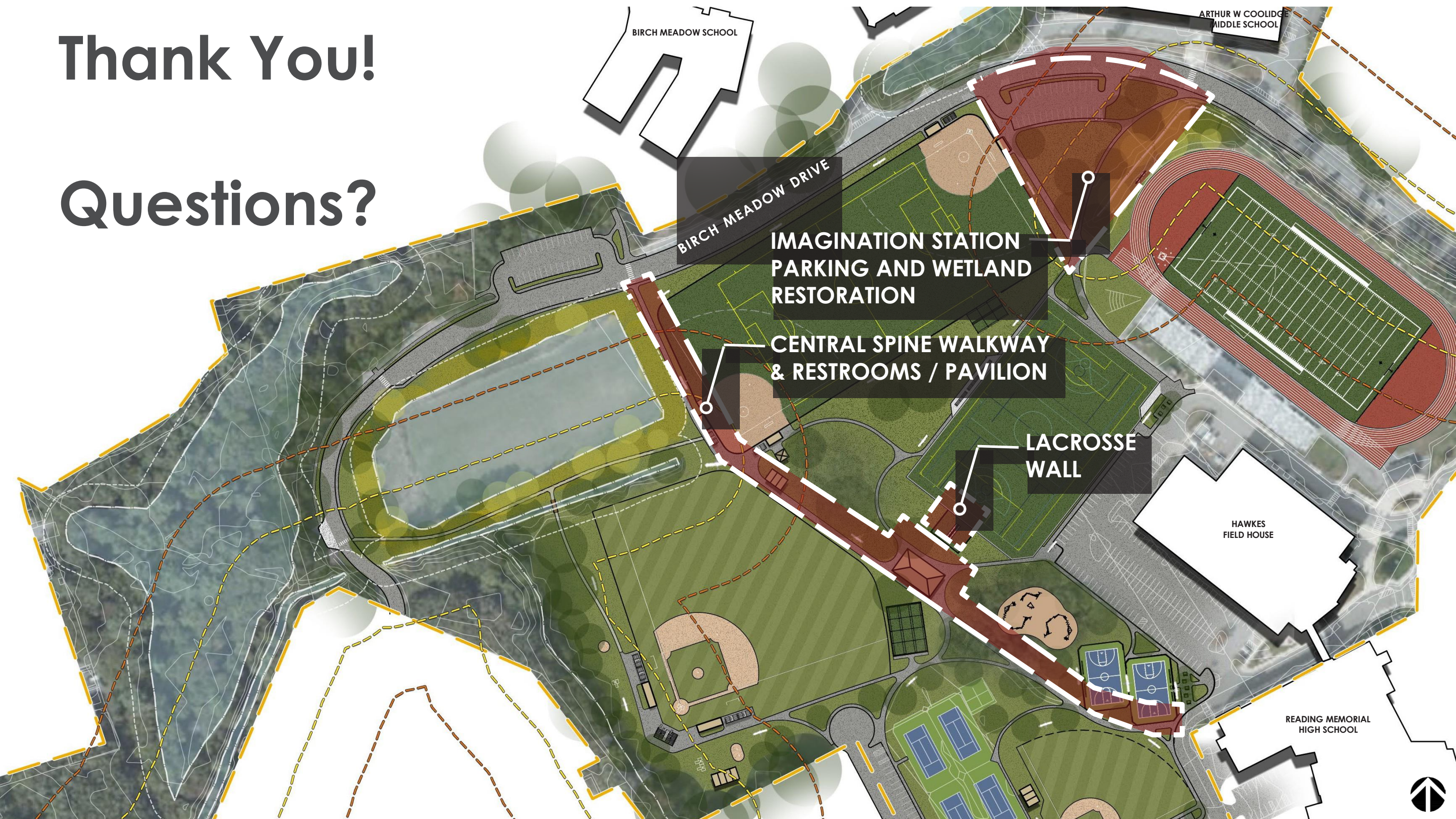
- storm water management/drainage from lot as well as birch meadow field
- conservation preservation
- electrical charging stations

- There will be a total of about 38 parking spaces. (Upon the completion of the whole Master Plan, the total amount of spots gained will be about 87.)
- Creates potential bus drop off areas for games



Thank You!

Questions?



BIRCH MEADOW SCHOOL

ARTHUR W COOLIDGE MIDDLE SCHOOL

BIRCH MEADOW DRIVE

IMAGINATION STATION
PARKING AND WETLAND
RESTORATION

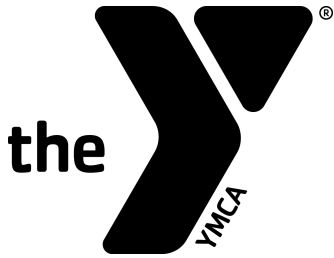
CENTRAL SPINE WALKWAY
& RESTROOMS / PAVILION

LACROSSE
WALL

HAWKES
FIELD HOUSE

READING MEMORIAL
HIGH SCHOOL





July 9, 2022

Via Electronic Mail
(fmaltez@ci.reading.ma.us)

Fidel Maltez, Town Manager
Town Hall
16 Lowell Street
Reading, MA 01867

Via Electronic Mail
(mariannemdowning.fincom@gmail.com)

Marianne McLaughlin-Downing, Chair
Reading ARPA Advisory Committee
Town Hall
16 Lowell Street
Reading, MA 01867

Re: YMCA Request for ARPA Funding

Dear Town Manager Maltez and Chairwoman McLaughlin-Downing:

I am writing on behalf of the Burbank YMCA (the “YMCA”) to respectfully request a grant of ARPA funding in the amount of \$96,100, which amount will allow the YMCA to increase access to its facilities, its services, and the community to children and adults with disabilities and those who are braving mental health challenges.¹ The YMCA is a non-profit organization with a mission of serving the underserved and improving the lives of the individuals in its community, regardless of their financial abilities. That is exactly what the YMCA hopes to do with this ARPA funding, should this request be granted.

Individuals with disabilities and those facing mental health challenges face more barriers than many of us can even begin to understand. The COVID-19 pandemic has not only exacerbated those barriers, but created many more. For example, many of the programs on which individuals with disabilities have relied in the past shut down during the pandemic and have either not re-opened or re-opened on a much smaller scale, isolating these individuals and

¹ As detailed herein, this total amount of funding requested would allow the YMCA to subsidize a number of programs at the ideal frequency. However, many of the programs contemplated herein are scalable and the YMCA would be able to adjust the offerings to the community should the Committee be inclined to grant funding in an amount less than the total amount requested.



creating significant burdens on their loved ones. In fact, since March of 2020, all adaptive programming was closed for nearly two (2) full years. As another example, more people than ever are seeking mental health services, but it is often cost prohibitive and challenging to find a provider with availability. Indeed, a recent survey by Melrose Wakefield Hospital found that mental health is a primary concern for 68% of community survey respondents, and 34% and 23% of community survey respondents self-reported that they have been diagnosed with anxiety and depression, respectively.

If granted ARPA funding, the YMCA intends to develop and implement four major programs over the next three years to address these and other issues that this population faces:

1. Adaptive swim lessons for children and young adults with disabilities, in order to ensure that individuals with disabilities are not deprived of the opportunity to learn to swim, which is a critical safety skill for all, but perhaps especially individuals with disabilities who may be prone to wander and have delayed cognitive problem solving skills. The funding requested could allow the YMCA to host **144 participants** in adaptive swim lessons over the course of twelve sessions weekly for three years..
2. Adaptive water exercise programs for adults with disabilities, in order to keep individuals with disabilities active, as well as provide them a social opportunity to develop interpersonal skills. The funding requested could allow the YMCA to host **20 participants**, 2 times per week for water exercise classes for three years.
3. A weekly or biweekly social group for children and young adults with disabilities, to give them a forum to develop interpersonal and other life skills, as well as provide their caregivers with well-deserved respite. The funding requested could allow the YMCA to fund two social groups for teens/ tweens and young adults sessions monthly for up to **20 participants** per month over three years.
4. Mental health services (e.g., subsidizing online therapy services or offering art therapy or music therapy sessions), in order to give all members of the community facing mental health challenges with easier access to the tools necessary to address their challenges. The funding requested could allow the YMCA to subsidize mental health services for as many as **100 individuals** annually.

The YMCA would use ARPA funding to offset the costs of operationalizing these programs, which would allow it to offer these programs to the community at a free or greatly



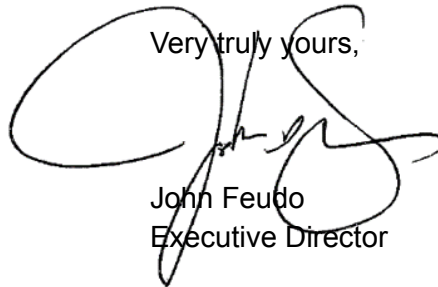
reduced cost. We estimate the total cost of each program would be roughly as follows, which captures the staffing, equipment, and other needs of each program (such as the need to partner with other organizations² with the requisite expertise to make each program as effective and accessible as possible):

Adaptive Swim.....	\$27,500
Adaptive Water Exercise.....	\$18,600
Social Group.....	\$30,000
Mental Health Services.....	\$20,000
Total.....	\$96,100

The YMCA would be honored to take on the role in the community of providing services to and improving the lives of this population. As a non-profit organization, the YMCA relies on philanthropy and grant funding to do this type of work, and we are excited by the prospect of using ARPA funding for the purposes described herein.

We look forward to presenting this proposal to you in more detail at your upcoming meeting and we welcome any questions that you or your colleagues may have. Thank you for the opportunity to present this proposal and for your careful consideration. Should you have any questions, please do not hesitate to reach out.

Very truly yours,



John Feudo
Executive Director

² Some organizations with which the YMCA is exploring partnerships include, but are not limited to, Communitas, Inc., Reading Public Schools' Office of Student Services, The Artful Life Counseling Center and Studio LLC, BetterHelp.com, and Swim Angelfish.



YMCA Request ARPA Funding

July 13, 2022

• Who Are We

- YMCA Staff and Board Members
- Reading Parents
- Local Partners

• The “Why”

• Who we plan to Impact!



The “Why”:

To address the negative economic impacts caused by the public health emergency as prescribed by the ARPA FUNDS

Most special needs programs were canceled during the pandemic leading to:

- Increased isolation
- No opportunities to maintain the limited connections to the community
- Increased mental health challenges (i.e. anxiety, depression)
- Loss of recreational and social skills
- There is limited programming in Reading available for individuals with disabilities, and;
- Even for those who are seeking services, there are extremely long waitlists and limited provider availability.



The “Why”:

To address the negative economic impacts caused by the public health emergency as prescribed by the ARPA FUNDS

	2019	2022
Mental health identified as one of survey respondents' top 3 concerns	62%	68%
Community stakeholders stated mental health was a top priority	75%	85%
Community members diagnosed with anxiety or depression	52%	57%
Mental disorder-related hospitalizations in Reading	117	570.2
Mental disorder-related ED visits	275	1207.4



The IMPACT:

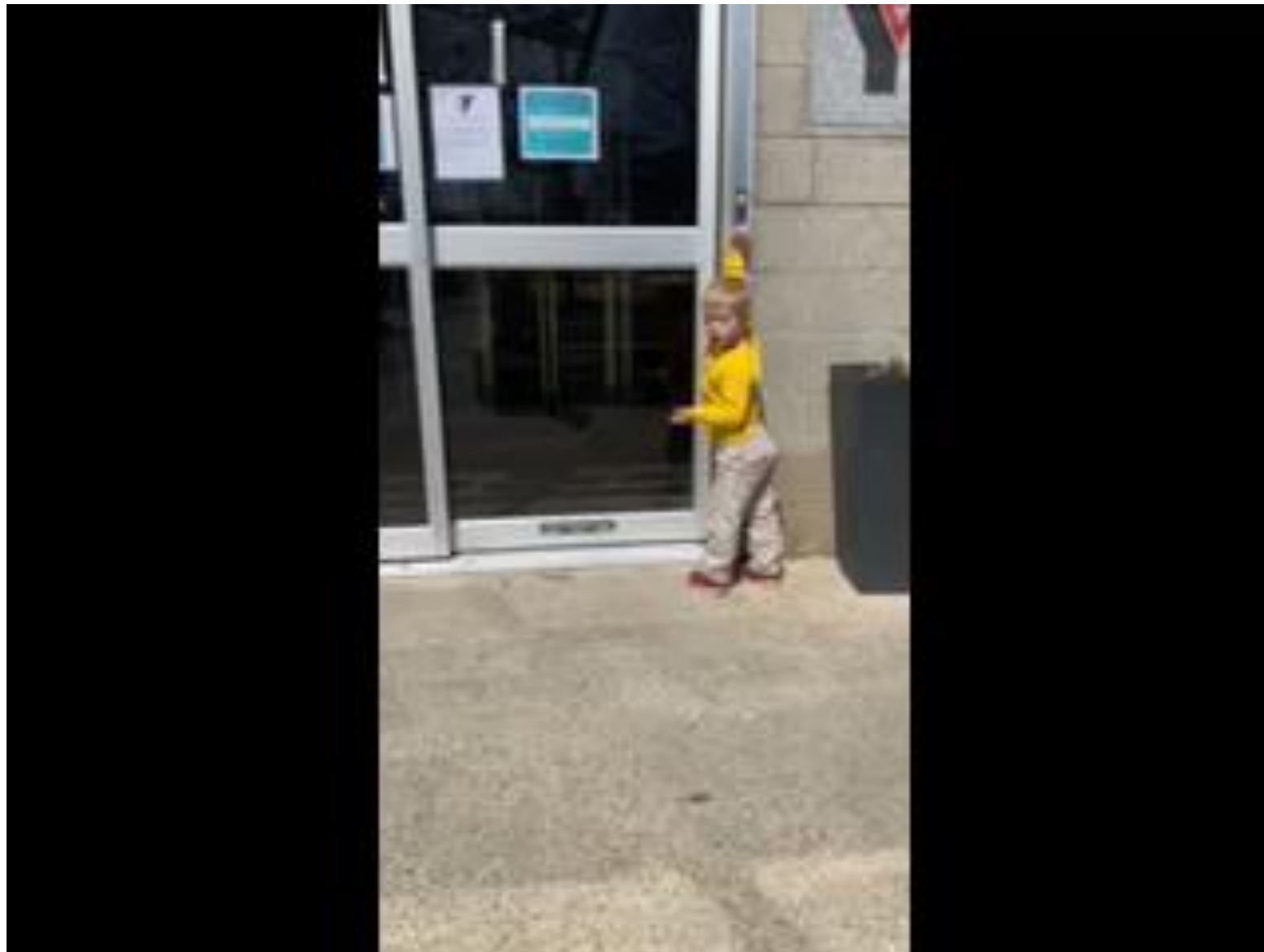
- **The YMCA is seeking \$96,100 to offer adaptive programming for children and adults with disabilities.**
- **Here is just a few examples of what are planning to offer:**
 - **Adaptive swim lessons for children and young adults with disabilities**
 - **Adaptive water exercise programs for adults with disabilities.**
 - **Weekly or biweekly social group for children and young adults with disabilities**
 - **Providing subsidized mental health services in the form of music therapy, art therapy, or a peer based advisor program supervised by a clinical partnerships to support individuals and families in crisis.**



**3844 PARTICIPANTS =
\$25 per participant over 3 Years**



JACK SAYS... LET ME IN





THANK YOU!



Reading Historical Commission Projects

1) Digitization and reproduction of historic photographs and maps

Digitize 20 original photographs and maps of Reading History, many of which are currently on display in the Conference room and Select Board room in Town Hall. These items have been on display for many years in poor quality framing, which has led to deterioration from overexposure to light. The RHC would like to remove the items, have them digitized, and create high quality reproductions to be framed and displayed in Town Hall. The original items will be stored in the Town Archive and the digital images would be made available online, perhaps through the Public Library.

\$7,500

2) Temporary Archivist

Hire a temporary archivist to sort, catalog, and store documents, books, and photographs in the Town Archive collection for 250 hours at \$20/hr.

\$5,000

3) Collection Management Software

The current database we use is out of date and not usable online. Upgrade our current collection management database to more quickly access the Town Archive collections.

\$1,000

ARPA Funding Requests

Town of Reading Conservation Commission

May 2022

Introduction

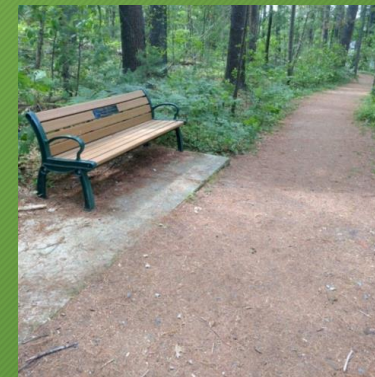
- Recreational use of Conservation land increased during the pandemic, Conservation Lands Aid in:
 - Making Reading more desirable and livable by providing local opportunities to enjoy nature, which has proven mental health benefits
 - Encouraging Reading residents to increase enjoyable exercise, with the attendant health benefits
 - Provide improvements in stormwater management, protecting Reading property
 - Protect and Enhance the Diversity of local wildlife-on Conservation Lands - a goal of the Reading Open Space initiatives

Total Cost of the ARPA request \$31,500

Bare Meadow Stewardship and Maintenance Plan

- Improve opportunities for recreation on 112 Acres of Land
- 2.3 Miles of Trails managed by the Reading Trails Committee
- Aid in the smart allocation of future funding and effort
- Improve Habitat for Birds and Other Wildlife
- An offering of the Mass Audubon Ecological Extension Service includes:
 - invasive plant management plan
 - meadow maintenance plan
 - public use and trail assessment
 - recommended habitat assessments

Cost: \$10,000



Survey for Land Donations on Sanborn Lane & Grove Street

- Required before accepting land donation
- Sanborn Lane: 1.9 Acres contiguous to Reading Town Forest Map 56 Lot 26
- Grove Street: 9.5 Acres Contiguous to Conservation Land and adds protection to the Aquifer protection district Map 37 Lot 2

Cost: \$4,500 per survey



Mattera Cabin Bike Rack

- Free up parking spaces for other uses:
 - Community Garden Gardeners
 - Encourage Bike Riding
 - Reduces Traffic
 - Encourages Exercise

Cost: \$2,500



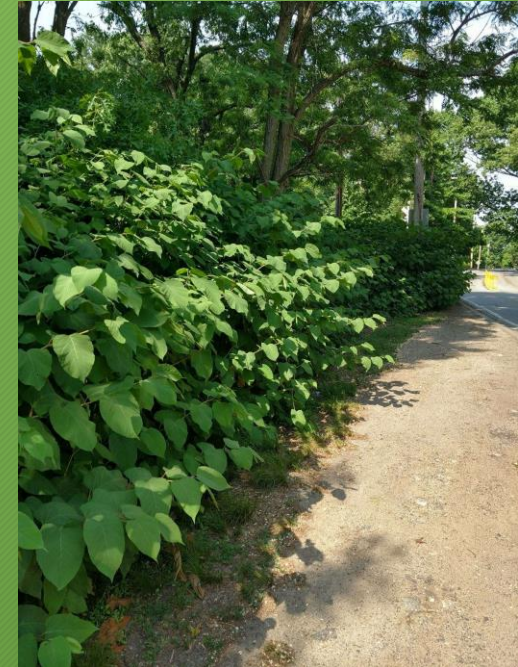
Managing Invasive Species

- Fund effort to manage invasive species on Conservation Lands
 - Known areas such as Bare Meadow and Pinevale
 - Inspect and inventory other Conservation Lands
 - Kurchian Woods, Timberneck Swamp, Longwood, etc
 - Work with consultants on:
 - Sequencing
 - Methodology for removal
 - Approach to monitor post-removal to determine necessity and timing of repeat effort

Cost \$10,000



Phragmites



Japanese Knotweed

LaVerde, Jacquelyn

Subject: FW: [POSSIBLY SPAM] Reading Food Pantry Request for ARPA funds amendment for 8/3 meeting

Importance: Low

From: Simone Payment <simone.payment@gmail.com>

Sent: Monday, August 1, 2022 4:57 PM

To: Reading - Selectboard <selectboard@ci.reading.ma.us>; Maltez, Fidel <fmaltez@ci.reading.ma.us>; mariannemdowning.fincom@gmail.com

Cc: Vanessa Alvarado <v.alvarado1@gmail.com>; Hal Torman <halstorman@gmail.com>; S Tesoro <tesoro922@yahoo.com>; Joseph Young <pastorjoseph@fbcreading.org>; Jamie Michaels <Pastor@oldsouthumc.org>

Subject: [POSSIBLY SPAM] Reading Food Pantry Request for ARPA funds amendment for 8/3 meeting

Importance: Low

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Dear Reading ARPA Advisory Committee,

Thank you for considering our request for ARPA funds last month. The Reading Food Pantry Board of Directors would respectfully like to amend our previous request. We appreciated the committee's feedback and efforts to ensure all ARPA funds are allocated in accordance with the guidelines.

Accordingly, please find our revised request below.

- Refrigerators: two (2) at \$6k each = \$12,000
- Gift cards and inflation costs: \$1,600 per month for 3 years = \$57,600
- Space consultant to scout for and secure a new location in Reading = \$15,000*

Total: \$84,600

*Does not include funds to retrofit the space, estimated to be >\$100k.

With gratitude and appreciation,
The Reading Food Pantry

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss. Officer's Return, Town of Reading:

By virtue of this Warrant, I _____, on _____, 2022 notified and warned the inhabitants of the Town of Reading, qualified to vote on Town affairs, to meet at the place and at the time specified by posting attested copies of this Subsequent Town Meeting Warrant in the following public places within the Town of Reading:

- Precinct 1 J. Warren Killam School, 333 Charles Street
 - Precinct 2 Reading Police Station, 15 Union Street
 - Precinct 3 Reading Municipal Light Department, 230 Ash Street
 - Precinct 4 Joshua Eaton School, 365 Summer Avenue
 - Precinct 5 Reading Public Library, 64 Middlesex Avenue
 - Precinct 6 Barrows School, 16 Edgemont Avenue
 - Precinct 7 Birch Meadow School, 27 Arthur B Lord Drive
 - Precinct 8 Wood End School, 85 Sunset Rock Lane
- Town Hall, 16 Lowell Street

The date of posting being not less than fourteen (14) days prior to Monday, November 14, 2022, the date set for Town Meeting in this Warrant.

Constable

A true copy Attest:

Laura Gemme, Town Clerk

TOWN WARRANT



COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

To any of the Constables of the Town of Reading, Greetings:

In the name of the Commonwealth of Massachusetts, you are hereby required to notify and warn the inhabitants of the Town of Reading, qualified to vote in the Local Elections and Town affairs, to meet at the Reading Memorial High School Performing Arts Center, 62 Oakland Road, in said Reading, on Monday, November 14, 2022 at seven-thirty o'clock in the evening, at which time and place the following articles are to be acted upon and determined exclusively by Town Meeting Members in accordance with the provisions of the Reading Home Rule Charter.

ARTICLE 1 To hear and act on the reports of the Select Board, School Committee, Library Trustees, Municipal Light Board, Finance Committee, Bylaw Committee, Town Manager, Town Accountant and any other Town Official, Board or Committee.

Select Board

Background: This article appears on the Warrant for all Town Meetings. At this Subsequent Town Meeting, the following reports are anticipated:

- Killam School Building Committee (Permanent Building Committee Chair)
- ad hoc Reading ARPA Advisory Committee (RAAC)
- ad hoc Reading Center for Active Living Committee (ReCalc)

ARTICLE 2 To choose all other necessary Town Officers and Boards or Committees and determine what instructions shall be given to Town Officers and Boards or Committees, and to see what sum the Town will vote to appropriate by borrowing or transfer from available funds, or otherwise, for the purpose of funding Town Officers and Boards or Committees to carry out the instructions given to them, or take any other action with respect thereto.

Select Board

Background: This Article appears on the Warrant of all Town Meetings. There are no known Instructional Motions at this time. The Town Moderator requires that all proposed Instructional Motions be submitted to the Town Clerk prior to Town Meeting so that Town Meeting Members may be "warned" as to the subject of an Instructional Motion in advance of the motion being made. Instructional Motions are normally held until the end of all other business at Town Meeting.

ARTICLE 3 To see if the Town will vote to amend the FY 2023-33 Capital Improvements Program as provided for in Section 7-7 of the Reading Home Rule Charter and as previously amended, or take any other action with respect thereto.

Select Board

Background: This Article is included in every Town Meeting Warrant. The Reading General Bylaw (section 6.1.3) states "... *No funds may be appropriated for any capital item unless such item is included in the Capital Improvements Program, and is scheduled for funding in the Fiscal Year in which the appropriation is to be made.*" Bond ratings agencies also want to ensure that changes to a long-term Capital Improvements Program (CIP) are adequately described.

The following changes are proposed to the FY2023 – FY2033 CIP (current year plus ten years):

General Fund

FY23: +\$640,000 net changes

- +\$ 80,000 Firearms replacement
- +\$ 60,000 Sturges park tennis & basketball courts
- +\$500,000 Parker MS roofing project (debt authorization)

FY24: +\$392,000 net changes

- +\$200,000 RMHS glycol reclamation & installation
- \$120,000 RMHS/Rise playground improvements (moved to FY26)
- \$ 45,000 Carpenter's Ford F350 Pickup (2013) (moved to FY26)
- \$ 55,000 Schools carpeting/flooring (moved to FY25)
- \$ 20,000 Schools doors & windows (moved to FY25)
- \$ 30,000 Schools doors & windows (moved to FY25)
- +\$ 65,000 Card readers for all schools
- +\$ 15,000 Fire passenger car # 1 (increased from \$50k to \$65k)
- +\$ 12,000 Fire passenger car # 2 (increased from \$53k to \$65k)
- \$ 40,000 Police unmarked vehicle (moved to FY 26)
- +\$ 40,000 DPW truck#7 (2008) (increased from \$200k to \$240k)
- +\$ 40,000 DPW truck#11(2008) (increased from \$200k to \$240k)
- +\$ 40,000 Parks Chevy pickup #9 (2011) (increased from \$60k to \$100k)
- +\$ 25,000 Parks/Cemetery Supervisor pickup (increased from \$55k to \$80k)
- +\$ 55,000 Loader to replace Sicard (increased from \$225k to \$280k)
- +\$ 60,000 Blower unit for loader (increased from \$165k to \$225k)
- +\$175,000 Field, playground, court improvements (increased from \$25k to \$200k)
- \$ 25,000 General parking lot improvements (reduced from \$50k to \$25k)

FY25+

Various other changes made

Enterprise Funds – Water

FY23: None

FY24: \$5,000 net change

- +\$ 5,000 Engineering vehicle (increased from \$30k to \$35k)

FY25+

Various changes made

Enterprise Funds – Sewer

FY23: None

FY24: None

FY25+

Various changes made

Enterprise Funds – Storm Water

FY23: None

FY24: None

FY25+

Various changes made

Finance Committee Report: The Finance Committee recommends the proposed amendments to the FY 2023 – FY 2033 Capital Improvements Program by a vote of ____ at their meeting on _____. Placing items in the Capital Improvement Program is a prerequisite first step but in itself does not authorize spending funds toward these items.

Bylaw Committee Report: No Report.

ARTICLE 4 To see if the Town will vote to amend the Town's Operating Budget for the Fiscal Year commencing July 1, 2022, as adopted under Article 18 of the Annual Town Meeting of April 7, 2022; and to see if the Town will vote to raise and appropriate, borrow or transfer from available funds, or otherwise provide a sum or sums of money to be added to the amounts appropriated under said Article, as amended, for the operation of the Town and its government, or take any other action with respect thereto.

Finance Committee

Background:

General Fund – Wages and Expenses

<u>Account Line</u>	<u>Description</u>	<u>Decrease</u>	<u>Increase</u>
B99 - Benefits	Retirement Assessment -\$145,000 Worker's Compensation -\$20,000 Health insurance -\$82,000	\$247,000	
C99 - Capital	As described in Article 3		\$140,000
E99 – Regional Vocational Education	Northeast Metro Regional Voke		\$30,000
F99 – FINCOM Reserves	Veteran's Agent to full-time		\$30,000

G92 – Administrative Services expenses	Property & Casualty Insurance +\$70,000		\$70,000
H91 - Public Services Wages	Vacation buyback \$25,000		\$25,000
I91 – Finance Wages	Vacation buyback +\$8,000 Treasurer transition (overlap) +\$9,000		\$17,000
M92 – Town Buildings - Fac)	Vacation/sick buyback +\$13,000		\$13,000
	Subtotals	\$247,000	\$345,000
	Net Operating Expenses		\$0
	From Free Cash		\$98,000

Enterprise Funds

<u>Account Line</u>	<u>Description</u>	<u>Decrease</u>	<u>Increase</u>
W99 Water EF			
S99 Sewer EF			
	Subtotals		\$0
	Net Operating Expenses		\$0
	From Water EF Reserves		\$0
	From Sewer EF Reserves		\$0

Finance Committee Report: At their meeting on _____, the Finance Committee voted 6-0 to recommend this Article to Town Meeting.

Bylaw Committee Report: No Report.

ARTICLE 5 To see if the Town will vote to raise and appropriate, transfer from available funds, borrow or otherwise provide a sum or sums of money to pay bills remaining unpaid from prior fiscal years for goods and services actually rendered to the Town, or take any other action with respect thereto.

Select Board

Background: There are no prior years' bills, this Article is expected to be tabled.

Finance Committee Report: No Report.

Bylaw Committee Report: No Report.

ARTICLE 6 To see if the Town will vote to:

(1) Authorize the Select Board, on behalf of the Town, to petition the General Court for passage of a special law to dissolve its existing affordable housing trust created by Chapter

140 of the Acts of 2001 and transfer all funds to the trust fund established pursuant to G.L. c.44, §55C at this Subsequent Town Meeting as set forth below; provided, however, that the General Court may make clerical or editorial changes of form only to the bill, unless the Select Board approves amendments to the bill before enactment by the General Court; and provided further that the Select Board is hereby authorized to approve amendments which shall be within the scope of the general public objectives of this petition;

An act authorizing the Town of Reading to dissolve its
Affordable Housing Trust Fund

Be it enacted by the Senate and House of Representatives in General Court assembled, and by the authority of the same as follows:

Whereas, Chapter 140 of the Acts of 2001 authorized the Town of Reading to establish an Affordable Housing Trust Fund;

Whereas, in 2005, the legislature enacted Section 55C of Chapter 44 of the Massachusetts General Laws (the "Municipal Affordable Housing Trust Fund Law"), which empowers municipalities to establish a local affordable housing trust, managed by a Board of Trustees;

Whereas, the Municipal Affordable Housing Trust Fund Law presents significant and important opportunities for the creation and maintenance of affordable housing stock;

Whereas, Reading Town Meeting voted to accept the Municipal Affordable Housing Trust Fund Law and adopt a bylaw establishing Board of Trustees at its meeting on November 14, 2022;

And whereas, the Town of Reading hereby seeks to dissolve its existing affordable housing trust created by Chapter 140 of the Acts of 2001 and transfer all funds to the trust fund established pursuant to the Municipal Affordable Housing Trust Fund Law.

SECTION 1. Chapter 140 of the Acts of 2001, An Act Authorizing the Town of Reading to Establish an Affordable Housing Trust Fund, is hereby repealed.

SECTION 2. All properties and funds held by the Reading Affordable Housing Trust previously established under Chapter 140 of the Acts of 2001 is hereby transferred to the Reading Affordable Housing Trust established pursuant to G.L. c. 44, s. 55C and shall only be managed, disposed of, or expended in accordance with said Section 55C.

SECTION 3. This act shall take effect upon the posting or publication, by the Town Clerk in accordance with G.L. c. 40, s. 32, an amendment to the Reading General Bylaws to establish an affordable housing trust for the Town of Reading under the authority of G.L. c. 44, s. 55C.

(2) accept G.L. c.44, §55C, to establish a trust to be known as the Reading Affordable Housing Trust Fund, whose purpose shall be to provide for the creation and preservation of housing that is affordable in the Town of Reading for the benefit of low and moderate income households;

(3) Insert a new Section 3.3.7, Affordable Housing Trust Fund, in the General Bylaws, as follows;

3.3.7 Affordable Housing Trust Fund

- 3.3.7.1 Purpose. Pursuant to the authority of Chapter 44, Section 55C of the Massachusetts General Laws, there is hereby created a local municipal affordable housing trust fund to be known as the Reading Affordable Housing Trust Fund, hereinafter the “Trust”, whose purpose shall be to provide for the creation and preservation of housing that is affordable in the Town of Reading for the benefit of low and moderate income households.
- 3.3.7.2 Membership. There shall be a Board of Trustees of the Reading Affordable Housing Trust Fund, hereinafter the “Board of Trustees”, consisting of five voting members. The voting members shall be appointed by the Select Board and shall include a member of the Select Board, a member of the Reading Housing Authority, and three other members, each of whom, to the extent possible, shall have a background or interest in affordable housing, finance, law, including land use and zoning law, real estate, or real estate development.
- 3.3.7.3 Term. The Select Board shall appoint the Trustees for a term of two years, except that three of the initial trustee appointments shall be for a term of one year, provided said Trustees may be re-appointed at the discretion of the Select Board. Vacancies shall be filled by the Select Board for the remainder of the unexpired term. Any member of the Board of Trustees may be removed by the Select Board for cause after the opportunity of a hearing.
- 3.3.7.4 Declaration of Trust. The Board of Trustees is hereby authorized to execute a Declaration of Trust and Certificate of Trust for the Reading Affordable Housing Trust to be recorded with the Middlesex Registry of Deeds and filed with the Middlesex Registry District of the Land Court.
- 3.3.7.5 General Duties. The Board of Trustees shall have the following powers, all of which shall be carried on in furtherance of the purposes set forth in G.L. c.44, §55C, except that the Trustees shall obtain prior approval of the Select Board to borrow money, mortgage or pledge trust assets, or purchase, accept, sell, lease, exchange, transfer, abandon, or convey any interest in real or personal property:
- a. To accept and receive real property, personal property or money, by gift, grant, contribution, devise or transfer from any person, firm, corporation or other public or private entity, including but not limited to money, grants of funds or other property tendered to the Trust in connection with any by-law or any general or special law or any other source;
 - b. To purchase and retain real or personal property, including without restriction investments that yield a high rate of income or no income;
 - c. To sell, lease, exchange, transfer, or convey any personal, mixed, or real property at public auction or by private contract for such consideration and on such terms as to credit or otherwise, and to make such contracts

and enter into such undertaking relative to Trust property as the Board of Trustees deems advisable notwithstanding the length of any such lease or contract;

- d. To execute, acknowledge, and deliver deeds, assignments, transfers, pledges, leases, covenants, contracts, promissory notes, releases, grant agreements, and other instruments sealed or unsealed, necessary, proper, or incident to any transaction in which the Board of Trustees engages for the accomplishment of the purposes of the Trust;
- e. To employ advisors and agents, such as accountants, appraisers, and lawyers as the Board of Trustees deems necessary;
- f. To pay reasonable compensation and expenses to all advisors and agents and to apportion such compensation between income and principal as the Board of Trustees deems advisable;
- g. To apportion receipts and charges between incomes and principal as the Board of Trustees deems advisable, to amortize premiums and establish sinking funds for such purpose, and to create reserves for depreciation depletion or otherwise;
- h. To participate in any reorganization, recapitalization, merger, or similar transactions; and to give proxies or powers of attorney with or without power of substitution to vote any securities or certificates of interest; and to consent to any contract, lease, mortgage, purchase or sale of property, by or between any corporation and any other corporation or person;
- i. To deposit any security with any protective reorganization committee, and to delegate to such committee such powers and authority with relation thereto as the Board of Trustees may deem proper and to pay, out of Trust property, such portion of expenses and compensation of such committee as the Board of Trustees may deem necessary and appropriate;
- j. To carry property for accounting purposes other than acquisition date values;
- k. To borrow money on such terms and conditions and from such sources as the Board of Trustees deems advisable, to mortgage and pledge Trust assets as collateral; any debt incurred by the Board of Trustees shall not constitute a pledge of the full faith and credit of the Town of Reading and all documents related to any debt shall contain a statement that the holder of any such debt shall have no recourse against the Town of Reading with an acknowledgement of said statement by the holder;
- l. To make distributions or divisions of principal in kind;
- m. To comprise, attribute, defend, enforce, release, settle, or otherwise adjust claims in favor or against the Trust, including claims for taxes, and to accept any property, either in total or partial satisfaction of any indebtedness or other obligation, and subject to the provisions of G.L. c. 44, §55C, to continue to hold the same for such period of time as the Board of Trustees may deem appropriate;
- n. To manage or improve real property; and to abandon any property which the Board of Trustees determines not to be worth retaining; To hold all or

part of the Trust property uninvested for such purposes and for such time as the Board of Trustees may deem appropriate; and

- o. To make recommendations on proposals to Town Meeting, subject to approval by the Select Board, when such proposals create or support affordable housing for low- and moderate-income households.
- p. To extend the time for payment of any obligation to the Trust.

3.3.7.6 Custodian of funds. The Town of Reading Treasurer shall be the custodian of the funds of the Trust. Any income or proceeds received from the investment of funds shall be credited to and become part of the fund. The Board of Trustees shall provide for an annual audit of the books and records of the Trust. Such audit shall be performed by an independent auditor in accordance with accepted accounting practices and may be part of the Town's annual financial audit. Upon receipt of the audit by the Board of Trustees, a copy shall be provided forthwith to the Select Board.

And

(4) Amend Section 3.3.1.5 of the Town's General Bylaws by adding the bold and italicized language, as follows:

3.3.1.5

Term of Office

The term of office of each member of boards, committees and commissions shall commence on July 1 in the year of appointment, and shall expire on June 30 in the third following calendar year, except the terms of the members of the Reading Housing Authority ***and the Reading Affordable Housing Trust Fund*** are for five (5) ***and two (2)*** years, ***respectively.***

(5) authorize the Reading Affordable Housing Trust Fund Board of Trustees to file a declaration and certification of trust with the registry, which it may amend on its own initiative.

or take any other action with respect thereto.

Select Board

Background: During our Annual Town Meeting in April 2022, Town Meeting passed an instructional motion requesting that the "Select Board, Town Manager, and relevant town staff investigate the creation of a permanent committee to oversee the Affordable Housing Trust and identify opportunities to expand the trust and utilize said funds." With consultation from Town Counsel, the Select Board pursued the idea of creating an "Affordable Housing Trust Fund" committee in accordance with Massachusetts General Law Chapter 44 Section 55C. This new committee will have 5 members appointed by the Select Board to serve for 2-year terms. The committee must have at least one member from the Select Board and one member from the Board of the Reading Housing Authority. It is critical that the Housing Authority be aligned with the work of this committee. We feel that this new structure sufficiently addresses the instructional motion passed by Town Meeting.

Finance Committee Report: At their meeting on _____, the Finance Committee voted ____ to recommend this Article to Town Meeting.

Bylaw Committee Report: At their meeting on _____, the Bylaw Committee voted ____ to recommend this Article to Town Meeting.

ARTICLE 7 To see if the Town will vote to appropriate, borrow or transfer from available funds, an amount of money to be expended under the direction of the Killam School Building Committee for a feasibility study to consider the repair, addition and renovation, or replacement of the J. Warren Killam Elementary School, located at 333 Charles Street, Assessor's Map Parcel 41-19, for which feasibility study the Town may be eligible for a grant from the Massachusetts School Building Authority, and further, that the Town acknowledge that the MSBA's grant program is a non-entitlement, discretionary program based on need, as determined by the MSBA, and any costs the Town incurs in connection with the feasibility study in excess of any grant approved by and received from the MSBA shall be the sole responsibility of the Town; or take any other action with respect thereto.

Select Board

Background: The Killam Elementary School opened in 1969 and has not undergone any significant renovations since opening. While the facility has been well-maintained, it is now 53 years old and has a number of deficiencies. The building is not fully ADA-compliant, including bathrooms and entry points to some classrooms and common areas. The water fountains have been unusable for years due to lead levels, requiring the district to provide drinking water through expensive and wasteful water bottles. Many of the windows and doors are original to the school, so they are not energy efficient and create challenges with maintaining comfort levels. There is a fire alarm system, but no fire suppression system. Sightlines to the main doors are poor, presenting a security concern. Due to the age of the foundation, there have been some issues with water infiltration.

Programmatically, the building's configuration also presents many challenges. Some classrooms and common spaces are only accessible through other classrooms. The library / media center is an open space located at the "crossroads" of the building, which makes it difficult to maintain a quiet environment or use the space for special education or other services that may call for a degree of privacy. The needs of students and our understanding of how to provide appropriate interventions have changed over the many decades since Killam was built, and the building doesn't adequately support the space requirements for these needs. Tier 2 supports (such as small reading groups) are taking place in open settings, including hallways. Spaces originally intended for storage have been converted to offices and even learning spaces in some cases. The accessibility challenges of many of the building's spaces significantly limit the staff's ability to creatively use the building's footprint.

It could be possible to address some of these deficiencies through smaller renovation projects, but given the scope of the needs, it is likely that any significant renovations would reach a threshold of 20% of the building's assessed value. This would trigger a number of compliance requirements that are currently grandfathered in (including ADA compliance). As a result, while renovations are a possible outcome of the MSBA process, a new building may be the more likely outcome.

In March, Reading was fortunate to be invited by the Massachusetts School Building Authority (MSBA) to the Eligibility Period, opening the door to significant MSBA financial support for a renovation or rebuild of Killam. While the precise figures are to be determined, this program may provide reimbursement to the town for nearly half of the cost of any project. RPS and town staff have been working diligently over the last several months to meet the numerous requirements to graduate from the Eligibility Period into Modules 2-5, which will allow us to form a project team, conduct a feasibility study, develop a schematic design, and pursue town and MSBA approval to enter into an agreement around project scoping and funding.

This warrant article is among the final requirements for advancing beyond the Eligibility Period – specifically the “community authorization” requirement. It a) provides an affirmative vote from Town Meeting as an indication to the MSBA that the town is likely to support a project that emerges from the design phase, and b) provides the funding required to proceed through Modules 2-5, including hiring an Owner’s Project Manager (OPM), a designer, and paying for a number of analyses and studies related to the site that may be required.

Finance Committee Report: At their meeting on _____, the Finance Committee voted ____ to recommend this Article to Town Meeting.

Bylaw Committee Report: No Report.

ARTICLE 8 To see if the Town will authorize the Select Board to execute one or more leases of space on the water tank and surrounding ground space, located on Town-owned property located at 0 Auburn Street, and shown as Assessor’s Map Parcel 27-362, for the purpose constructing, installing, maintaining and operating wireless telecommunication facilities thereon for a term not to exceed twenty years on such terms and conditions as the Select Board deem appropriate, and further, to authorize the Select Board to relocate the Town’s emergency communications equipment from the temporary tower located on said Town-owned property to the water tank; or take any other action with respect thereto.

Select Board

Background: Town Meeting authorized the replacement of the Auburn Water Tank. Replacement of the water tank is underway, with the project being on schedule and on budget. The tank is designed to host 4 cellular carriers. In accordance with Massachusetts procurement law, the Town will issue a Request for Proposal (RFP) to lease space for carriers that would like to install their equipment on our water tank. The RFP makes for a competitive process that will result in the Town obtaining the best financial benefit possible. While we cannot mandate any carrier to respond to the RFP, we have been meeting with all carriers to ensure they are aware of when it will be published. We are requesting the ability to execute long term leases with these carriers, up to twenty years. This will further incentive the carriers to respond and will provide long term benefits to our Town and our residents.

Finance Committee Report: No Report.

Bylaw Committee Report: No Report.

ARTICLE 9 To see if the Town will vote to authorize the Select Board, on behalf of the Town, to petition the General Court for passage of a special law, as set forth below; provided, however, that the General Court may make clerical or editorial changes of form only to the bill, unless the Select Board approves amendments to the bill before enactment by the General Court; and provided further that the Select Board is hereby authorized to approve amendments which shall be within the scope of the general public objectives of this petition; or take any other action with respect thereto.

AN ACT AUTHORIZING THE TOWN OF READING TO ESTABLISH A MEANS TESTED
SENIOR CITIZEN PROPERTY TAX EXEMPTION.

Be it enacted by the Senate and House of Representatives in General Court assembled, and by the authority of the same as follows:

SECTION 1. There shall be an exemption from the property tax for each qualifying parcel of real property classified as class 1 residential in the town of Reading in an amount to be set annually by the select board as provided in section 3. The exemption shall be applied only to the domicile of the taxpayer; provided, however, that for the purposes of this act, "parcel" shall mean a unit of real property as defined by the board of assessors under the deed for the property and shall include a condominium unit. The exemption provided for in this act shall be in addition to any and all other exemptions allowed by the General Laws.

SECTION 2. The board of assessors in the town of Reading may deny an application if they find the applicant has excessive assets that place the applicant outside of the intended recipients of the exemption under this act. Real property shall qualify for the exemption under section 1 if:

- (i) the qualifying real property is owned and occupied by a person whose prior year's income would make the person eligible for the circuit breaker income tax credit under subsection (k) of section 6 of chapter 62 of the General Laws;
- (ii) the qualifying real property is owned by a single applicant not less than 65 years old at the close of the previous year or jointly by persons either of whom is not less than 65 years old at the close of the previous year and the other joint applicant is not less than 60 years old;
- (iii) the qualifying real property is owned and occupied by the applicant or joint applicants as their domicile;
- (iv) the applicant or at least 1 of the joint applicants has been domiciled and owned a home in the town for not less than 10 consecutive years before filing an application for the exemption;
- (v) the maximum assessed value of the qualifying real property is no greater than the prior year's maximum assessed value for qualification for the circuit breaker income tax credit under subsection (k) of section 6 of chapter 62 of the General Laws as adjusted annually by the department of revenue; and
- (vi) the board of assessors has approved the application.

SECTION 3. The select board of the town of Reading, shall annually set the exemption amount under section 1 at 150 per cent of the amount of the circuit breaker income tax credit under subsection (k) of section 6 of chapter 62 of the General Laws for which the applicant qualified in

the previous year. The total amount exempted by this act shall be allocated proportionally within the tax levy on all residential taxpayers.

SECTION 4. A person who seeks to qualify for the exemption under section 1 shall, before the deadline established by the board of assessors of the town of Reading, file an application, on a form to be adopted by the board, with supporting documentation relative to the applicant's income and assets as described in the application. The application shall be filed each year for which the applicant seeks the exemption.

SECTION 5. No exemption shall be granted under this act until the department of revenue certifies a residential tax rate for the applicable tax year where the total exemption amount is raised by a burden shift within the residential tax levy.

SECTION 6. This act shall expire 3 years after implementation of the exemption under this act.

Select Board

Background:

Finance Committee Report: At their meeting on _____ the Finance Committee voted _____ to recommend this Article to Town Meeting.

Bylaw Committee Report: At their meeting on _____, the Bylaw Committee voted _____ to recommend this Article to Town Meeting.

ARTICLE 10 To see if the Town will vote to accept the provisions of Clause 56 of Section 5 of Chapter 59 of the Massachusetts General Laws, which authorizes the Board of Assessors to grant, real and personal property tax abatements up to 100 per cent of the total tax assessed to members of the Massachusetts National Guard and to reservists on active duty in foreign countries for the fiscal year they performed such service subject to eligibility criteria to be established by the Board.

Select Board

Background:

Finance Committee Report: No Report.

Bylaw Committee Report: At their meeting on _____, the Bylaw Committee voted _____ to recommend this Article to Town Meeting.

ARTICLE 11 To see if the Town will vote to authorize the Select Board, on behalf of the Town, to petition the General Court for passage of a special law, as set forth below; provided, however, that the General Court may make clerical or editorial changes of form only to the bill, unless the Select Board approves amendments to the bill before enactment by the General Court; and provided further that the Select Board is hereby authorized to approve amendments which shall be within the scope of the general public objectives of this petition; or take any other action with respect thereto.

AN ACT RELATIVE TO THE BOARD OF HEALTH IN THE TOWN OF READING

Be it enacted by the Senate and House of Representatives in General Court assembled, and by the authority of the same as follows:

Section 1. Article 4.4 of the town of Reading home rule charter is hereby amended by striking out the first paragraph and inserting, in place thereof, the following:

There shall be a Board of Health consisting of five (5) members appointed by the Board of Selectmen for three (3) year terms so arranged that at least one (1) term shall expire each year.

Section 2. Within 30 days of passage of this act, the Board of Selectmen shall appoint two individuals to the Board of Health in accordance with Article 4.4 of the Charter and Section 1 of this act, provided, however, that one (1) member shall have an initial term of two (2) years. After that initial two (2) year term, all terms shall be for three (3) years.

Section 3. This act shall take effect immediately upon its passage.

Background:

Finance Committee Report: No report.

Bylaw Committee Report: At their meeting on _____, the Bylaw Committee voted ___ to recommend this Article to Town Meeting.

ARTICLE 12 To see if the Town will vote to amend Section 8.8.3.2 of the Town's General Bylaws by:

(1) inserting a new Section 8.8.3.2.3, as follows:

Cemetery Grounds

Except with the permission of the Board of Cemetery Trustees, no dog may be on the grounds of Charles Lawn, Forest Glen, Laurel Hill, or Wood End cemeteries.

and

(2) Renumbering the remaining sections accordingly;

or take any other action with respect thereto.

Select Board

Background:

Finance Committee Report: No Report.

Bylaw Committee Report: At their meeting on _____, the Bylaw Committee voted ___ to recommend this Article to Town Meeting.

ARTICLE 13 To see if the Town will vote to authorize the Select Board, on behalf of the Town, to petition the General Court for passage of a special law, as set forth below; provided, however, that the General Court may make clerical or editorial changes of form only to the bill, unless the Select Board approves amendments to the bill before enactment by the General Court; and provided further that the Select Board is hereby authorized to approve amendments which shall be within the scope of the general public objectives of this petition; or take any other action with respect thereto.

AN ACT AUTHORIZING THE CONTINUED EMPLOYMENT OF ANTHONY DEL SIGNORE,
THE ASSISTANT FIRE CHIEF OF THE TOWN OF READING

Be it enacted by the Senate and House of Representatives in General Court assembled, and by the authority of the same as follows:

SECTION 1. (a) Notwithstanding chapter 32 of the General Laws or any other general or special law to the contrary, Anthony Del Signore, Assistant Chief of the Fire Department of the town of Reading, may continue in service beyond the age of 65; provided, however, that Anthony Del Signore is mentally and physically capable of performing the duties of his office. The town may, at its own expense, require that Anthony Del Signore be examined by an impartial physician designated by the town to determine such capability. In no case, shall Anthony Del Signore remain in service as the Assistant Chief of the Fire Department past the date of February 29, 2024. This act shall not entitle Anthony Del Signore to remain in service to the town of Reading if otherwise removed or suspended from office in accordance with applicable laws, rules and regulations.

(b) No further deductions shall be made from Anthony Del Signore's regular compensation under chapter 32 of the General Laws for any service performed subsequent to reaching the age of 65. Upon his retirement, he shall receive a superannuation retirement allowance equal to that which he would have been entitled had he retired upon reaching age 65, if any.

SECTION 2. This act shall take effect upon its passage.

Select Board

Background:

Finance Committee Report: No Report.

Bylaw Committee Report: At their meeting on _____, the Bylaw Committee voted ___ to recommend this Article to Town Meeting.

ARTICLE 14 To see if the Town will vote to appropriate a sum of money to pay costs of the construction and reconstruction of the water distribution system, including the payment of all incidental or related costs; to determine whether this amount shall be raised by borrowing or otherwise; to authorize the Town to apply for, accept and expend any federal or state grants that may be available for this project, or to take any other action with respect thereto.

Select Board

Background:

Finance Committee Report: At their meeting on _____ the Finance Committee voted _____ to recommend this Article to Town Meeting.

Bylaw Committee Report: No Report.

ARTICLE 15 To see if the Town will vote to raise and appropriate, borrow, transfer from available funds or otherwise provide a sum or sums of money to pay the costs of constructing and improving the Maillet, Sommes, and Morgan stormwater systems, which will restore wetlands on Town-owned conservation land, provide significant new stormwater storage capacity, protect habitat for native species, and create walking trails, including the payment of any and all other costs incidental and related to thereto, or take any other action with respect thereto.

Select Board

Background:

Finance Committee Report: At their meeting on _____ the Finance Committee voted _____ to recommend this Article to Town Meeting.

Bylaw Committee Report: No Report.

ARTICLE 16 To see if the Town will vote to raise and appropriate, borrow, transfer from available funds or otherwise provide a sum or sums of money to pay the costs of Haven Street Roadway Design including the payment of any and all other costs incidental and related to thereto, or take any other action with respect thereto.

Select Board

Background:

Finance Committee Report: At their meeting on _____ the Finance Committee voted _____ to recommend this Article to Town Meeting.

Bylaw Committee Report: No Report.

ARTICLE 17 To see if the Town will vote to raise and appropriate, borrow, transfer from available funds or otherwise provide a sum or sums of money to pay the costs of reconstructing and making extraordinary repairs, or replacing the Parker Middle School Roof, including the payment of any and all other costs incidental and related to thereto, or take any other action with respect thereto.

Select Board

Background:

Finance Committee Report: At their meeting on _____ the Finance Committee voted _____ to recommend this Article to Town Meeting.

Bylaw Committee Report: No Report.

ARTICLE 18 To see if the Town will vote to:

- (1) Amend, pursuant to G.L. c.40, §5B, the purpose of the Smart Growth Stabilization Fund, so that the fund may hold all payments received from the Commonwealth of Massachusetts under Chapter 40R of the General Laws, including incentive and density bonus payments, said funds to be expended in accordance with said Chapter;

And

- (2) Transfer \$414,000 or any other sum from Free Cash into the Smart Growth Stabilization Fund, which funds the Town received from the Commonwealth of Massachusetts in payment for development within the Town's 40R Smart Growth Zoning Districts;

or take any other action with respect thereto.

Select Board

Background:

Finance Committee report: At their meeting on _____ the Finance Committee voted _____ to recommend this Article to Town Meeting.

Bylaw Committee Report: No Report.

ARTICLE 19 To see if the Town will vote to:

- (1) Authorize the Select Board to acquire by gift, purchase, or eminent domain, _____ for municipal purposes, including senior and community center purposes, on such terms and conditions as the Select Board deems appropriate, and to authorize the Town Manager to take any and all actions and to enter into and execute any and all agreements and other documents as may be necessary or appropriate to accomplish the foregoing acquisition;

And

(2) Raise and appropriate a sum of money for the purposes of (i) acquiring _____ including all incidental or related costs, such funds to be administered by the Select Board, and (ii) renovating _____, including the costs of engineering and architectural services and all incidental or related costs, such funds to be administered by the Permanent Building Committee; and for the purpose of meeting such appropriation to authorize the Town Treasurer, with the approval of the Select Board, to borrow said sum in accordance with M.G.L. c. 44, §§7(1) and (7), or any other enabling authority and to issue bonds or notes of the Town therefor, and further that any premium received by the Town from the sale of any bonds or notes authorized by this vote, less the costs of issuance of the bonds or notes paid from the premium, and any accrued interest may be applied to pay project costs in accordance with M.G.L. c. 44, §20 and the amount authorized to be borrowed to pay those costs shall be reduced by the same amount applied; provided, however, that this appropriation and debt authorization shall be contingent upon passage of a Proposition 2½ Debt Exclusion question pursuant to M.G.L. c. 59, §21C(k);

Or take any other action with respect thereto.

Select Board

Background:

Finance Committee report: At their meeting on _____ the Finance Committee voted _____ to recommend this Article to Town Meeting.

Bylaw Committee Report: No Report.

ARTICLE 20 To see if the Town will vote to:

(1) Add a new Section 8.14 to the Town's General Bylaws, as follows:

8.14 Regulation of polystyrene & disposable food service containers

8.14.1 Purpose.

The purpose of this bylaw is to eliminate the distribution of polystyrene containers and utensils by all food establishments in the Town.

- The use and disposal of polystyrene has significant effects on our Town and our environment.
- The Town has a duty to protect the health of its citizens and the natural environment.
- There are limited recycling options for polystyrene containers and other polystyrene products.
- Appropriate alternative products are readily available from vendors and are already in common use.

8.14.2 Definitions

The following words shall, unless the context clearly requires otherwise, have the following meanings:

8.14.2.1 “Polystyrene” shall mean and includes:

- Blown polystyrene and expanded and extruded foams (sometimes called “Styrofoam,” a Dow Chemical Co. trademarked form of insulation) also referred to as expanded polystyrene (EPS), which is herein referenced in this bylaw as “Foam Polystyrene.” Foam Polystyrene is generally used to make opaque cups, bowls, plates, trays, clamshell containers, meat trays, and egg cartons; and
- Clear or solid polystyrene which is also known as “oriented,” which is herein referenced in this bylaw as “Rigid Polystyrene.” Rigid Polystyrene is generally used to make clear clamshell containers, and clear or colored cups, plates, straws, lids, and utensils.
- Polystyrene may be labeled with the recycling number “6” or “PS 6”.

8.14.2.2 “Food Establishments” shall mean any operations that store, prepare, package, serve, vend or otherwise provide food for human consumption, including, but not limited to, restaurants, mobile food vendors, caterers, residential kitchen operators, schools, farmers markets, public venues, and any establishment requiring a permit to operate in accordance with the State Food Code.

8.14.2.3 “Public Venues” shall mean operations including, but not limited to, meeting halls, churches, Town offices, the Senior Center, Recreation Department facilities, libraries, and public schools operating in Town.

8.14.2.4 “Disposable Food Service Containers” shall mean single-use disposable products used for serving, consuming or transporting food or beverages, including, but not limited to take-out foods or leftovers from partially consumed meals prepared by a restaurant or other food establishment. This includes, but is not limited to, plates, cups, bowls, trays, hinged or lidded containers, straws, cup lids, and cutlery. It shall also include single-use disposable packaging for uncooked foods prepared on the premises, as well as disposable catering trays.

8.14.2.5 “Director” shall mean the Health Director or the Health Director’s designee.

8.14.3 Regulation

8.14.3.1 Food establishments within the Town shall be prohibited from using or distributing disposable food service containers made from foam polystyrene or rigid polystyrene, or polystyrene cutlery or other polystyrene single-use disposable products.

8.14.3.2 The following are exempt and not subject to the provisions of this bylaw:

- Prepackaged meat and produce trays, egg cartons, and other food or beverage products bought from or packaged by any supplier located out of the Town.

8.14.4 Administration and Enforcement

8.14.4.1 The Director shall have the authority to administer and enforce this bylaw. In addition to any other means of enforcement, the provision of this bylaw and any regulations adopted pursuant thereto may be enforced by non-criminal disposition in accordance with the provisions of Section 1.8 of the Town’s General Bylaw and MGL Chapter 40 Section 21D.

8.14.4.2 Food Establishments shall have fifteen (15) calendar days, after the date that a notice of violation is issued, to pay the penalty or request a hearing in writing to the Director. No more than one (1) penalty shall be imposed upon a Food Establishment within a fifteen (15) calendar-day period.

8.14.4.3 In the event that compliance with this bylaw is not feasible for a Food Establishment because of either unavailability of suitable alternative containers or economic hardship, the Director may grant a waiver of not more than six (6) months upon application of the owner or owner’s representative. The Director may provide one (1) additional six-month waiver upon showing of continued infeasibility or hardship, as set forth above.

8.14.4.4 The Director may promulgate rules and regulations to implement this bylaw.

And

(2) Amend the Table set forth in Section 1.8 (Non-Criminal Civil Disposition of Certain Violations of the Bylaw and any Rule or Regulation of a Town Officer, Board or Department) of the General Bylaws, by adding, after line 8.13, a new line as follows:

Section	Bylaw Title	Enforcing Person	Penalty – First Offense	Penalty – Second Offense	Penalty – Additional Offenses
8.14	Regulation of Polystyrene & Disposable Food Service Containers	Public Health Director	Warning	\$50	\$200

Or take any other action with respect thereto.

Background:

Finance Committee report: No Report.

Bylaw Committee Report: At their meeting on _____ the Bylaw Committee voted _____ to recommend this Article to Town Meeting.

ARTICLE 21 To see if the Town will create a Laura S. Parson’s Trust to be administered by the Commissioners of Trust Funds, under the direction of the Council on Aging, and in

accordance with the wishes of the donor, as outlined in the Gift Agreement dated 1st day of June 2022; or take any other action in relation thereto.

Select Board

Background: The article request that the Town establishes The Laura S. Parsons Fund to be administered by the Commissioners of Trust Funds in the amount of \$10,000. The principal balance of this gift will be preserved in perpetuity, and only the interest portion will be expended. The donor has requested that the Council on Aging determine the expenditure categories. The funds will not be spent on salaries or capital improvements.

Finance Committee report: No Report.

Bylaw Committee Report: No Report.

ARTICLE 22 To see if the Town will vote to require that owners of all commercial buildings, residences having 3 or more units and Parking lots in the Downtown Walking District shovel public sidewalks down to the hard pavement and prevent or remove icy conditions in the entire width of the sidewalk by 9:00 AM after any snowstorm.

Citizen Petition

Background: Much has been done in recent decades by our merchants and Town to make our downtown an attractive alternative to mall shopping. Now, with state mandated 70R and 40B zoning rules and a change to a mixed residential status, it is time to upgrade safety for users of our downtown walking district in the winter. The DPW sidewalk plow is limited by trees, benches, signposts and trash receptacles. Nonlocal building owners seem to be unaware of the safety hazards of inadequately cleared icy sidewalks. Shoppers and residents with strollers, wheelchair users and dog walkers alike are forced into busy downtown traffic. Sidewalk shoveling has never been mandated in Reading.

Finance Committee report: No Report.

Bylaw Committee Report: No Report.

and you are directed to serve this Warrant by posting an attested copy thereof in at least one (1) public place in each precinct of the Town not less than fourteen (14) days prior to November 14, 2022, or providing in a manner such as electronic submission, holding for pickup or mailing, an attested copy of said Warrant to each Town Meeting Member.

Hereof fail not and make due return of this Warrant with your doings thereon to the Town Clerk at or before the time appointed for said meeting.

Given under our hands this ___th day of _____, 2022.

Mark L Dockser, Chair

Karen Gately Herrick, Vice Chair

Chris Haley, Secretary

Carlo Bacci

Jacqueline McCarthy

SELECT BOARD OF READING

, Constable

Capital Improvement Plan (CIP)

8/25/2022 15:22	FY-2021	FY-2022	FY-2023	FY-2024	FY-2025	FY-2026	FY-2027	FY-2028	FY-2029	FY-2030	FY-2031	FY-2032	FY-2033	FY23-33
Facilities - General/CORE	350,000	690,000	62,000	250,000	50,000	345,000	120,000	640,000	742,000	50,000	105,000	50,000	50,000	2,464,000
Facilities - School Buildings	50,000	-	15,000	163,000	91,000	100,000	40,000	-	87,000	872,000	920,001	-	-	2,288,001
Facilities - Town Buildings	15,000	-	15,000	76,000	-	-	-	-	18,000	-	-	-	-	109,000
Public Schools - General	215,000	365,000	110,000	140,000	110,000	187,000	135,000	675,000	135,000	135,000	160,000	160,000	160,000	2,107,000
Administrative Services	200,000	195,000	100,000	100,000	100,000	125,000	125,000	125,000	125,000	125,000	150,000	150,000	150,000	1,375,000
Finance	-	-	-	-	100,000	-	-	-	-	-	600,000	-	-	700,000
Public Library	-	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	110,000
Public Services	90,000	375,000	25,000	-	-	195,000	750,000	-	325,000	-	210,000	-	-	1,505,000
Public Safety - Fire/EMS	322,000	1,300,000	435,000	130,000	950,000	175,000	225,000	605,000	377,000	1,100,000	125,000	-	900,000	5,022,000
Public Safety - Police/Dispatch	-	110,000	100,000	-	-	50,000	25,000	-	175,000	-	50,000	500,000	30,000	930,000
Public Works - Equipment	437,500	505,000	584,000	1,260,000	-	960,000	735,000	461,000	544,000	-	656,000	610,000	312,000	6,422,000
Public Works - Parks & Cemetery	25,000	100,000	200,000	275,000	300,000	515,000	300,000	300,000	300,000	300,000	300,000	300,000	300,000	3,390,000
Public Works - Roads	600,000	850,000	1,125,000	625,000	1,225,000	650,000	725,000	800,000	875,000	900,000	950,000	950,000	950,000	9,775,000
TOTAL CAPITAL REQUESTS	2,304,500	4,500,000	2,781,000	3,029,000	2,936,000	3,312,000	3,190,000	3,616,000	3,713,000	3,492,000	4,236,001	2,730,000	2,862,000	35,897,001
Net Revenues (000s)		107,232	111,593	115,126	117,680	121,210	124,847	128,592	132,450	136,423	140,516	144,732	149,074	
less excluded debt		(2,792)	(2,733)	(2,686)	(1,280)	-	-	-	-	-	-	-	-	
Baseline for FINCOM Policy		104,440	108,860	112,440	116,400	121,210	124,847	128,592	132,450	136,423	140,516	144,732	149,074	
FINCOM policy: 5% debt + capital	5,002,983	5,222,000	5,443,000	5,622,000	5,820,000	6,060,520	6,242,336	6,429,606	6,622,494	6,821,169	7,025,804	7,236,578	7,453,675	70,777,180
- Net Included Debt	2,136,676	1,963,844	3,245,784	3,095,194	3,315,338	2,750,775	3,048,850	2,810,975	2,713,750	3,308,750	2,708,750	2,288,300	1,635,950	30,922,416
FINCOM Target Capital Funding	2,866,307	3,258,156	2,197,216	2,526,806	2,504,663	3,309,745	3,193,486	3,618,631	3,908,744	3,512,419	4,317,054	4,948,278	5,817,725	39,854,765
Original Funding Voted or Proposed	2,937,000	3,195,000	2,200,000	2,504,000	2,487,713	3,312,000	3,190,000	3,616,000	3,908,744	3,512,419	4,317,054	4,948,278	5,817,725	39,813,933
Additional temp funding		375,000	481,000	525,000	448,287									1,454,287
Emergency cuts	(880,000)													-
Additional Funding Sept TM		385,000												-
Additional Funding Nov TM	247,500	400,000	100,000											100,000
Additional Funding April TM		145,000												-
TOTAL CAPITAL REQUESTS	2,304,500	4,500,000	2,781,000	3,029,000	2,936,000	3,312,000	3,190,000	3,616,000	3,713,000	3,492,000	4,236,001	2,730,000	2,862,000	35,897,001
Capital & Debt Policy	4.44%	6.05%	5.54%	5.45%	5.37%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%
Annual Surplus (Deficit)		-	-	-	-	-	-	-	195,744	20,419	81,053	2,218,278	2,955,725	
Cumulative Surplus (Deficit)		-	-	-	-	-	-	-	195,744	216,163	297,216	2,515,494	5,471,219	
Capital Projects Identified but there is no proposed funding yet in the Capital Plan (shading/bold/crossout indicates a change from last Town Meeting)														
1. RMHS Ropes course	325,000	this is add-alternate part of the Turf 1 project, so it may be funded there												
2. RMHS Fldhouse floor/bleachers	1,700,000	this has been reported as a safety issue to the schools - added FY27 may be needed sooner												
3. Wood End field repairs	325,000	was removed until elementary school space was planned, it is now returned to the CIP in FY29												
4. Artificial Turf@Parker MS	2,000,000	estimate increased from old \$800k figure												
5. BM Master Plan up to \$10mil. in total														
-A. Support & General Circulation \$750k-\$1.2mil		B. Pickleball Cts. Playground, Parking \$800k-\$1.0mil				C. Softball/Multi purpose new turf field \$3.2-3.6mil								
-A. Imagination Station Parking \$450-550k		B. Basketball Courts \$500-650k				C. Coolidge Field turf \$2.2-2.4 mil. (incr from \$1.4mil)								
-A. Lacrosse Wall \$100-150k		B. Morton Field improvements \$600-950k												
\$2.0mil now proposed as debt funding in FY25 for Phase A		B. Castine Field \$75-100k												
		B. Higgins Farm Conserv Area \$100-150k												
		B. Birch Meadow Drive Improvements \$250-400k												
6. Killam Building project TBD Excluded Debt														
- Killam Field improvements, drainage, repaving (\$350k HOLD for Killam project)														
7. Community Center TBA Excluded Debt if >\$5mil														
8. DPW Bldg improvements (scope changed)														
9. Community projects (no formal capital requests yet)														
Legend: xDebt has been approved by the voters as excluded from the Prop 2-1/2 levy; debtni has been authorized by Town Meeting but not yet issued; debtna has not yet been authorized by Town Meeting														

Capital Improvement Plan (CIP)

8/25/2022 15:22	FY-2021	FY-2022	FY-2023	FY-2024	FY-2025	FY-2026	FY-2027	FY-2028	FY-2029	FY-2030	FY-2031	FY-2032	FY-2033	FY23-33	
Facilities - CORE	350,000	690,000	62,000	250,000	50,000	345,000	120,000	640,000	742,000	50,000	105,000	50,000	50,000	2,464,000	
Energy (Performance Contract) \$4.95mil debt	Debt	Debt	Debt	Debt	Debt									-	
Energy Improvements II OPM/Design	300,000													-	
Energy Improvements II \$5.0mil/15yr			Debt	Debt	Debt	Debt	Debt	Debt	Debt	Debt	Debt	Debt	Debt	-	
Energy (Green Repairs) \$1.05mil debt	Debt	Debt												-	
Bldg Security - \$4.0mil debt	Debt	Debt	Debt	Debt	Debt	Debt	Debt	Debt	Debt	Debt	Debt			-	
Bldg Sec. - window film (schools)		140,000												-	
Permanent Bld Committee	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	550,000	
RMHS Building project ~\$55mil debt	xDebt	xDebt	xDebt	xDebt										-	
RMHS Bldg proj - \$6 mil Litig. some debt	Debt	Debt	Debt	Debt	Debt	Debt	Debt							-	
RMHS Retaining Wall - \$0.5mil debt	Debt													-	
RMHS Turf 2 - \$2.225 mil debt	Debt	Debt	Debt	Debt	Debt	Debt	Debt	Debt	Debt	Debt				-	
RMHS Stadium OPM/Design		250,000												-	
RMHS Glycol Reclamation & Installation				200,000										200,000	
RMHS Stadium Turf/Track \$3 mil/10yr			Debt	Debt	Debt	Debt	Debt	Debt	Debt	Debt	Debt	Debt	Debt	-	
RMHS/RISE playground design			12,000											-	new
RMHS/RISE playground improvements					140,000									-	new
RMHS Fldhouse floor/bleachers \$1.7 mil TBD debt (\$175K design; \$1.3mil project)														-	
Parker MS roof project OPM/design		250,000												-	
Parker MS Roofing project \$2.7mil/10yr			Debt	Debt	Debt	Debt	Debt	Debt	Debt	Debt	Debt	Debt	Debt	-	
Parker MS Roofing project \$500/10yr				Debt	Debt	Debt	Debt	Debt	Debt	Debt	Debt	Debt	Debt	-	
Coolidge MS roof project design									447,000					447,000	move out 5yrs+\$120k
Coolidge Alarm Panel							70,000							70,000	move out 5yrs+\$120k
Coolidge MS Roofing project \$3.7mil/10yr										Debtna	Debtna	Debtna	Debtna	-	move out 5yrs+\$800k
Modular Classrooms \$1.2m debt	Debt	Debt	Debt	Debt										-	
Killam Building project TBD xDebt														-	
Barrows/Wd End Bldg projects \$0.8mil debt	xDebt	xDebt	xDebt	xDebt										-	
Barrows/Wd End Bldg projects debt	Debt	Debt	Debt	Debt										-	
Birch Meadow ES roof project design									190,000					190,000	move out 5yrs+\$40k
Birch Meadow Roofing project \$1.9 mil/10yr										Debtna	Debtna	Debtna	Debtna	-	move out 5yrs+\$400k
Library Building project \$18.4 mil debt	xDebt	xDebt	xDebt	xDebt	xDebt									-	
Police Sta. project \$1.5mil/10yr			Debt	Debt	Debt	Debt	Debt	Debt	Debt	Debt	Debt	Debt	Debt	-	
Town Hall Roofing project \$450k								450,000						450,000	move out 1yr
Main St. Fire Sta Roofing project \$225k	w/ surplus													-	
Community Center TBA xDebt if >\$5mil														-	
DPW Bldg project TBD														-	
Electrician Van Ford E350 Econoline (2014)						55,000								55,000	
Carpenter's Pickup Ford F-350 (2013)						55,000								55,000	
Carpenter's Cut-away Van (2017)								55,000						55,000	
Plumber's Cut-away Van (2017)										55,000				55,000	
Pickup Truck Chevy 2500HD (2016)								55,000						55,000	
Van E350 Econoline (2006)								55,000						55,000	
Bob Cat skid steer	w/ surplus													-	
Bobcat Skid - snowplow (2008)					45,000									45,000	
Bobcat Utility - snowplow (2013)								30,000						30,000	

Capital Improvement Plan (CIP)

8/25/2022 15:22	FY-2021	FY-2022	FY-2023	FY-2024	FY-2025	FY-2026	FY-2027	FY-2028	FY-2029	FY-2030	FY-2031	FY-2032	FY-2033	FY23-33	
Birch Meadow Master Plan														-	
Birch Meadow Master Plan Design		150,000												-	
Phase 1 \$2.0mil/10yr debt					Debtna	Debtna	Debtna	Debtna	Debtna	Debtna	Debtna	Debtna	Debtna	-	new
Support & general Circulation \$750k-\$1.2mil														-	
Imagination Station Parking \$450-550k														-	
Lacrosse Wall \$100-150k														-	
Phase 2 \$3.25mil/10yr debt														-	
Pickleball Cts, Playground, Parking \$800k-\$1.0mil														-	
Basketball Courts \$500-650k														-	
Morton Field improvements \$600-950k														-	
Castine Field \$75-100k														-	
Higgins Farm Conserv Area \$100-150k														-	
Birch Meadow Drive Improvements \$250-400k														-	
Phase 3 \$6.0mil/10yr debt														-	
Softball/Multi purpose new turf field \$3.2-3.6mil														-	
Coolidge Field turf \$2.2-2.4 mil.														-	
Artificial Turf@Parker MS (replace) moved \$800k to TBD														-	
Barrows Tennis court repairs							125,000							125,000	
Barrows Basketball court repairs							100,000							100,000	
Barrows Replace backstop & repair infield							125,000							125,000	
Killam Field improve, drainage, repaving (\$350k) held for Killam project decision														-	
Wood End Field Repairs									325,000					325,000	
(*) below indicates \$950k in state bond bill details TBA (\$805k identified below)															
*Wash Pk:Replace backstop & shift field							150,000							150,000	
*Wash Pk:Walking Paths							100,000							100,000	
*Mem Pk: Replace Band Stand						50,000								50,000	move up 1yr
*Mem Pk:Court resurface						20,000								20,000	move up 1yr
*Symonds:Replace backstop							150,000							150,000	move up 1yr
*Hunt Pk:Replace backstop						125,000								125,000	move up 1yr
Sturges Pk:Tennis court repairs											75,000			75,000	
Sturges Pk:Basketball court repairs											85,000			85,000	
Sturges Pk:Backstop repairs											50,000			50,000	
Public Safety - Fire/EMS	322,000	1,300,000	435,000	130,000	950,000	175,000	225,000	605,000	377,000	1,100,000	125,000	-	900,000	5,022,000	
Ladder Trk #1 (2008: \$800k, next FY22) (15 years)		1,300,000												-	
Ladder Truck & Equipment		Grant Funded TBD													
Pumper Eng #1 (2010-\$525k; next FY30)										1,100,000				1,100,000	new
Pumper Eng #2 (2007-\$410k; next FY25)					950,000									950,000	
Pumper Eng #3 (2016 \$630k; next FY36)														-	
Pumper Eng #4 (2020 \$800k; next FY40)														-	
Ambulance #1 (2017- 10 yrs)								425,000						425,000	
Ambulance #2 (2010 - 10yrs) & equip			400,000										500,000	900,000	combined +\$5k
Ambulance equipment								40,000					45,000	85,000	
Passenger Car#1 (2005 - 10yrs)				65,000										65,000	
Passenger Car#2 (2009 - 10yrs)				65,000										65,000	
Passenger Car#3 (2018 - 10yrs)									77,000					77,000	
Pickup Truck #1 (2019 - 12yrs)											85,000			85,000	
Pickup Truck #2 (2012 - 12yrs)						80,000								80,000	
Alarm Truck (1994 - 20yrs)														-	
ALS Defibrillator (2019 - 7yrs)	90,000					40,000							50,000	90,000	

Capital Improvement Plan (CIP)

8/25/2022 15:22	FY-2021	FY-2022	FY-2023	FY-2024	FY-2025	FY-2026	FY-2027	FY-2028	FY-2029	FY-2030	FY-2031	FY-2032	FY-2033	FY23-33	
BLS AEDs (2020-8yrs)						25,000							30,000	55,000	
Rescue Tool											40,000			40,000	
Breathing Apparatus (2017-12yrs)								20,000	300,000					320,000	
Breathing Air Compressor	62,000													-	
Breathing Air Bottles						30,000								30,000	
CPR Compression Device								20,000						20,000	
Thermal Imaging (2018 - 10yrs)								60,000						60,000	
Fire Hose			35,000					40,000						75,000	
Turnout Gear (2014 - 5yrs)	170,000						225,000						275,000	500,000	
Public Safety - Police/Dispatch	-	110,000	100,000	-	-	50,000	25,000	-	175,000	-	50,000	500,000	30,000	930,000	
Police Unmarked Vehicle						50,000					50,000			100,000	
Police equipment (tasers) (7 years)		110,000							175,000					175,000	new
Firearms Replacement (12 years)			100,000											100,000	
Vehicle Video Integration														-	
Radios (Police & Fire 2010 - 12yrs)												500,000		500,000	
AEDs							25,000						30,000	55,000	
Public Works - Equipment	437,500	505,000	584,000	1,260,000	-	960,000	735,000	461,000	544,000	-	656,000	610,000	312,000	6,122,000	
Large Trucks	-	-	-	480,000	-	665,000	215,000	290,000	465,000	-	300,000	320,000	312,000	3,047,000	
C-03 Dump Truck C3 (2016)												75,000		75,000	
C-04 Dump Truck C2 (2012)								70,000						70,000	
H-05 Small Dump Truck #7 (2012)						65,000								65,000	
H-06 Aerial Pickup Truck #14 (2017)														-	
H-07 Truck #10 (2018)									230,000					230,000	
H-08 Truck #9 - Sander (2017)													250,000	250,000	
H-09 Truck #8 - 10 wheeler (2016)												245,000		245,000	
H-10 Truck #22 - Sander (2015)											240,000			240,000	
H-11 Truck #4 - Sander (2014)									235,000					235,000	
H-12 Truck #16 - Sander (2011)								220,000						220,000	
H-14 Truck #3 - Sander (2010)							215,000							215,000	
H-15 Truck #5 (2008)						200,000								200,000	
H-16 Truck # 7 (2008)				240,000										240,000	
H-17 Truck # 11 (2008)				240,000										240,000	move up 2yrs
H-18 Truck #19 - Sander (2007)						200,000								200,000	
H-19 Truck #18 - Sander (2006)						200,000								200,000	move out 2yrs
P-03 Dump truck #24 Parks (2017)													62,000	62,000	
P-04 Dump truck #12 Parks (2015)											60,000			60,000	
Pick-ups/Cars/Vans	-	-	-	235,000	-	167,000	110,000	121,000	-	-	130,000	-	-	763,000	
C-02 Pickup Ford Utility #C1 (2014)												60,000		60,000	move out 1yr
C-06 Cem. #4 Ford Sedan (2006)							40,000							40,000	move up 4yrs
CAR 1 Ford Escape (2016)								60,000						60,000	
CAR 2 Car #3 Ford Escape HYBRID (2008)				55,000										55,000	battery-
E-01 Chevy Traverse (2019)														-	
F-02 Pickup Chevy #9 Parks (2011)				100,000										100,000	
H-01 Pickup #16 (2015)								62,000						62,000	
H-02 Pickup #18 (2006)						60,000								60,000	
H-03 Pickup #4 (2020)											70,000			70,000	
H-04 Pickup Ford Utility #11 (2014)						67,000								67,000	
M-02 Pickup #1 (2020)														-	
PFC-01 Ford Escape (2017)								59,000						59,000	
P-02 Pickup Ford #2 Parks (2015)							50,000							50,000	

Capital Improvement Plan (CIP)

8/25/2022 15:22	FY-2021	FY-2022	FY-2023	FY-2024	FY-2025	FY-2026	FY-2027	FY-2028	FY-2029	FY-2030	FY-2031	FY-2032	FY-2033	FY23-33	
Pickup for P/F/C Supervisor				80,000										80,000	
Backhoes/Loaders/Heavy Equipment	275,000	-	-	280,000	-	80,000	-	-	-	-	-	-	-	360,000	
C-07 Backhoe Loader (2020)														-	
H-20 Loader JD 624 (2020)														-	
H-21 Loader JD 624 (2017)														-	
Loader to replace Sicard				280,000										280,000	new
H-22 Backhoe JD 710L HWY (2020)	190,000													-	
H-23 Bobcat Loader (2015)														-	
P-05 Ventrac tractor (2020)	85,000													-	
P-06 Tractor JD4520 (Parks) (2012)						80,000								80,000	new
Specialty Equipment - Heavy Duty	-	460,000	395,000	225,000	-	-	180,000	50,000	-	-	111,000	-	-	961,000	
F-04 Bucket Truck #21 Forestry (2009)		275,000												-	
F-05 Chipper/Loader/Truck #23 (2008)			210,000											210,000	
H-24 Forklift (2016)														-	
H-25 Crawler Dozer (2003)														-	
H-26 Snow Primoth SW4S (2016)											111,000			111,000	move out 7yrs
H-27 Snow Trackless (2015)							180,000							180,000	move out 1yr
H-28 Snow Holder #1 c992 (2015)			185,000											185,000	move up 2yrs +\$5k
H-29 Snow Holder #2 c480 (2013)		185,000												-	
H-31 Leeboy Pavement Sprd (2014)														-	
H-32 Hamm Roller, Large (2014)														-	
H-33 Hamm Roller, Small (2016)								50,000						50,000	
H-34 Leeboy Roller, Small (1998)														-	
H-41 Screener (2018)														-	
Blower unit for Loader				225,000										225,000	new
W-23 Sicard HD Snowblower (1999)														-	500k new
Specialty Equipment - Light Duty	162,500	35,000	39,000	16,000	-	-	80,000	-	10,000	-	115,000	280,000	-	540,000	
C-14 SmithCo 48" Sweeper (2012)							30,000							30,000	
C-15 SKAG Leaf Vac (Cem) (2015)											25,000			25,000	
C-16 Carmate Trailer (2019)											20,000			20,000	
C-17 Big Tex Trailer (2013)									10,000					10,000	
F-06 Vemeer Chipper (2018)												225,000		225,000	new
F-08 Stump Grinder new (2021) (replace 20 yrs)	80,000													-	
F-09 Trailer Dump Trailer (2015)											50,000			50,000	
F-10 Truck Mount Sprayer 500gal (2015)											20,000			20,000	
H-35 Tack Machine for Paving (2004)														-	
H-36 Curb-builder for Paving (2010)														-	
H-37 HotBox for Paving (2020)	57,500													-	
H-38 Cement Mixer Tow Behind (2005)														-	
H-39 Mobile Compressor (1) (2019)	25,000													-	
H-40 Mobile Compressor (2) (2020)														-	
H-42 Trailer (2012)														-	
H-43 Trailer, Roller (1998)														-	
H-44 Eager beaver Trailer #2 (1996)		35,000												-	
P-11 Smithco SuperStar (2016)												30,000		30,000	
P-12 Smithco 60 Turf Sweeper (2016)							40,000							40,000	
P-13 Sweeper/Blower/Mower (1985)			15,000											15,000	
P-14 Leaf Vac SKAG (2016)												25,000		25,000	
P-15 Trailer (2016)							10,000							10,000	
P-16 Trailer (2013)				16,000										16,000	

Capital Improvement Plan (CIP)

8/25/2022 15:22	FY-2021	FY-2022	FY-2023	FY-2024	FY-2025	FY-2026	FY-2027	FY-2028	FY-2029	FY-2030	FY-2031	FY-2032	FY-2033	FY23-33	
P-17 Trailer (stump grinder)			24,000											24,000	
P-18 Trailer Enclosed (2007)														-	
Lawnmowers	-	10,000	150,000	24,000	-	48,000	150,000	-	69,000	-	-	10,000	-	451,000	
C-08 Mwr SKAG TT #2 (2017)									24,000					24,000	
C-09 Mwr (Cem.) SKAG 48" (2016)									12,500					12,500	
C-10 Mower SKAG 61" (2008)				24,000										24,000	
C-11 Mwr (Cem.) Scag 52" Stander (2021)												10,000		10,000	
C-12 Mwr SKAG 36" (2012)									12,500					12,500	
C-13 Mwr SKAG TT 61" #3 (2011)		10,000				24,000								24,000	
P-07 Mwr SKAG TT #5 (2017)						24,000								24,000	
P-08 Mwr SKAG									20,000					20,000	
P-09 Mwr (Pks) TORO 5910N (2014)							150,000							150,000	
P-10 Mower - TORO Gang (2007)			150,000											150,000	
DPW: Parks & Cemetery	25,000	100,000	200,000	275,000	300,000	515,000	300,000	300,000	300,000	300,000	300,000	300,000	300,000	3,390,000	
Gen'l Fence Replacement	25,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	550,000	
DPW Yard Improvements														-	
Strout Avenue Improvements														-	
School Site Improvements						215,000								215,000	
(parking lots, sidewalks, walkways)						B Meadow								-	
Field, Playground and Court Improvements				100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	1,000,000	
Rock Wall repairs - Memorial Park			100,000											100,000	
Rock Wall Repair Program				100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	1,000,000	
Rock Wall repairs - Laurel Hill														-	
Rock Wall repairs - Joshua Eaton														-	
Gen'l Parking Lot Improvements		50,000	50,000	25,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	525,000	
DPW: Roads														-	
Track Road Bridge #1														-	
Track Road Bridge #2				grant funded TBD											
Sidewalk/Curb/Ped. Safety	100,000	200,000	100,000	100,000	100,000	100,000	125,000	150,000	175,000	175,000	200,000	200,000	200,000	1,625,000	
Skim Coating & Crack Seal Patch	100,000	100,000	100,000	100,000	100,000	100,000	125,000	150,000	175,000	175,000	200,000	200,000	200,000	1,625,000	
West Street - Local shr (\$1.3mil)	Debt	Debt	Debt	Debt	Debt									-	
Lowell Street \$500k			500,000		600,000									1,100,000	
General Fund - various roads	400,000	550,000	425,000	425,000	425,000	450,000	475,000	500,000	525,000	550,000	550,000	550,000	550,000	5,425,000	
TOTAL GENL FUND VOTED - ROADS	600,000	850,000	1,125,000	625,000	1,225,000	650,000	725,000	800,000	875,000	900,000	950,000	950,000	950,000	9,775,000	
Grants - various roads	600,000	600,000	600,000	600,000	600,000	600,000	600,000	600,000	600,000	600,000	600,000	600,000	600,000	6,600,000	
TOTAL ROAD CAPITAL	1,200,000	1,450,000	1,725,000	1,225,000	1,825,000	1,250,000	1,325,000	1,400,000	1,475,000	1,500,000	1,550,000	1,550,000	1,550,000	16,375,000	
Biggest Changes in Capital since November 2021 Town Meeting								Concerns							
Coolidge & Birch Meadow roof projects (debt) moved out 5 years from FY24/25 to FY29/30								RMHS Fieldhouse bleachers/floor \$1.7mil funded FY27 - safety issue							
Coolidge MS roof increased to \$3.7mil from \$2.8mil															
Birch Meadow ES roof increased to \$1.9mil from \$1.5mil								Killam ES - any costs not Excluded debt should be identified very soon							
Birch Meadow Field project phase I (\$2mil) added as debt in FY25 (design work underway)								Debt projects planned for FY24 need public discussion							
RISE playground surface added FY23/24 (\$132k)								1. \$1 mil 'community sustainability'							
HVAC work (\$1.7mil) for Barrows & Wood End added back to plan								2. downtown improvements/Haven Street (\$7 mil identified; \$5mil in state bond bill)							
Barrows \$710k in FY28/FY29															
Wood End \$1.012mil in FY29/FY30															
Strout Avenue Improvements (\$100k in FY23) removed from plan															



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

Procurement Office
Website: www.readingma.gov

Office: (781) 942-6696
Fax: (781) 942-9071

TO: Fidel Maltez

CC: Matt Kraunelis
Jane Kinsella
Ryan Percival

DATE: September 7, 2022

FROM: Allison Jenkins

We received the following responses to our Request for Information (RFI) for alternate cell sites.

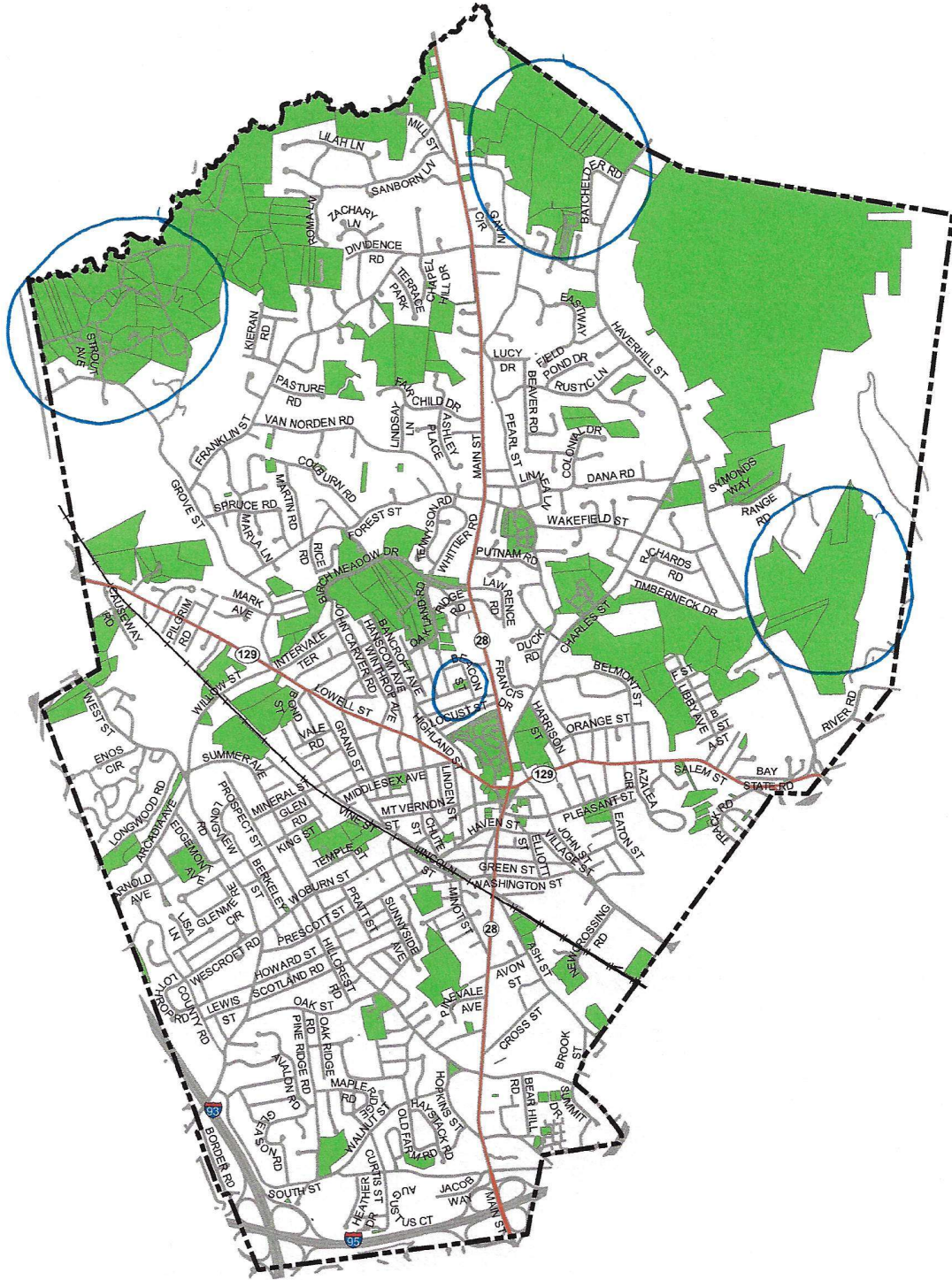
Company Name	T-Mobile	AT&T	Verizon	US Wireless	Blue Sky Towers
Interest in Water Tank	Yes	Yes	Yes	Yes	No
Interest in other sites	No	No	Yes	Yes	Yes
Interest in the add'l sites			Batchelder Road area off of Rte 28. Compost Lot Symonds Way area	Laurel Hill Cemetery RMHS	Compost Lot Symonds Way area Austin Prep

Please let me know if you want additional information from the proposals.

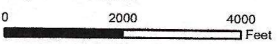
Verizon Wireless

4 areas of interest

READING TOWN OWNED LAND



Map by: Town of Reading
Map date: 7/13/22



Legend

- Town Boundary
- Town Owned Land

Allison, Fidel:

Below please find the response by Cellco Partnership d/b/a Verizon Wireless ("Verizon") to Town of Reading, Massachusetts (the "Town") Request for Information regarding possible cell tower locations (the "RFI").

This response is submitted on behalf of Verizon, to provide information to the Town on possible cell tower locations and impact to cell coverage in the area, so that the Town can properly assess and determine the correct course of action for possible additional sites. Verizon respectfully submits that it has expertise and interest as follows:

1. Verizon has interest in providing additional coverage to any or all of four different locations within the Town, identified below and depicted on the map entitled "Reading MA RFI 4 areas of interest for Verizon Wireless" attached and made a part of this response. Verizon would be interested in responding to any Request for Proposals ("RFP") issued by the Town covering any or all of these four areas, assuming terms and conditions consistent with municipal wireless installations under similar circumstances. Verizon will respond with competitive bids, and if awarded, has ample expertise to build sites so as to provide improved wireless coverage to the greater Reading area.

Areas of interest to Verizon include any or all of the following:

- a. The Auburn Street water tank.
 - b. Town owned land in the Batchelder Road area, in the northern section of Town off of Route 28.
 - c. The Strout Ave "Compost Lot" area of town.
 - d. The Symonds Way area of town near the ice rink.
2. A Verizon Wireless current propagation map entitled "Reading MA – Existing 700 and 2100 MHz LTE Coverage" is attached to and made a part of Verizon's response to this RFI.
 3. Verizon will provide Radio Frequency propagation maps for proposed locations and heights required once the actual parcels and coordinates have been identified. Each location will be unique due to topography, coordination between existing and proposed sites, and other factors to be identified in any RFP response.
 4. These four macro sites are needed in the Town of Reading at this time, and once built, small cells may be deployed to assist specific locations in Town where coverage may still be difficult to reach because of terrain. Small cells in no way replace a macro site.
 5. Verizon operates under licenses issued by the FCC, in strict compliance with all Federal, State, and local laws pertaining to Radio Frequency emissions and exposure. Individual and site-specific reports on Radio Frequency Emissions will be presented once coordinates and tower heights are known.

Verizon has an extensive history of successful RFP awards by towns and cities all over the Commonwealth, and of working with municipalities in the Commonwealth and throughout New England to provide enhanced, high-quality telecommunications service in a manner that works well for both the

municipality and the company. We would welcome the opportunity to work with the Town in this regard, and to will provide any further information requested.

Please let David or myself know if you have any further questions, or need any further information from us.

Thanks.

Robert F. Foxworth

Robinson & Cole LLP
One Boston Place, 25th floor
Boston, MA 02108
Direct 617.557.5958 | Fax 617.557.5999
rfoxworth@rc.com

Robinson+Cole
Embracing Change for Over 175 Years

Boston | Hartford | New York | Providence | Miami | Stamford
Los Angeles | Wilmington | Philadelphia | Albany | www.rc.com

Reading Select Board Goal Setting Draft June 2022 Session

Executive Summary

June 25, 2022 the Reading Select Board gathered at the Reading Public Library with the Town Manager, Fidel Maltez, and Jayne Wellman, Business Administrator, for a retreat to work on goal setting and board dynamics. At the time the board included **Mark Dockser, Karen Herrick, Chris Haley, Carlo Bacci, and Jacqueline McCarthy**. Prior to the meeting each member identified up to five goals for the board to pursue and emailed them to Jayne.

At the retreat members took their goals, now transcribed onto Post-It Notes, and placed them in one of eight categories developed by Ms. Wellman based on the identified goals: **Organization & Training; Communications & Outreach; Infrastructure, Land, & Planning; Climate & Risk; Strategy; Finances & Revenue; and Policy & Bylaws.**

Each category was broken down into a grid of Long- and Short-term goals with the responsibility of Staff or Selectboard. Each member chose where to place each of their goals. Later in the session members then reviewed the placement of all the goals and were encouraged to use additional notes to comment on the topic (placement, disagreement, responsibility), and also to initial goals with which they agreed. Within this document, goals are listed as Select Board, Staff, or Shared Goals (the majority), and whether they are short-term or long-term.

Finally, each member received three stickers to identify their SINGLE biggest priority, their top short-term goal, and their top long-term goal. **At the end of the day three #1 priorities were identified along with three short-term goals and three long-term goals.**

Only 1 item out of nearly 27 goals saw any disagreement, showing that while there are many areas the Select Board wants to work on, there is broad agreement and collaboration among the board members. In fact, several of the goals have similar language, particularly with regard capital projects, creating an inclusive, welcoming community, and improving communication.

SUMMARY OF GOAL PRIORITIES

#1 Priorities:

1. To ensure that Reading is set on a path for success toward achieving community goals, such as: Revitalized Birch Meadow, New Elementary School, Senior/Community Center
2. To make sure we can move capital projects forward in a timely and cost-effective manner.
3. Balance efforts at affordable housing, development, and preservation.

Short Term Goals:

1. Improve communication among Boards, Commissions, and Committees and the Select Board.
2. To ensure reading takes advantage of all state and federal grants in order to support community goals.
3. Find opportunities for consensus and compromise.

Long Term Goals:

1. Ensure Reading is recognized as an inclusive, diverse, and welcoming community.
2. Fostering a welcoming and inclusive environment for the town.
3. To ensure that the BOH and Reading coalition have what they need to serve all residents and businesses. (MD included a note: "I would add DESJ.")

1. ORGANIZATION AND TRAINING

Select Board & Staff Goals:

Shared Goal

- Ensure Reading is recognized as an inclusive, diverse, and welcoming community. (Identified by two people as long-term goals).

2. COMMUNICATIONS & OUTREACH

Select Board Goals:

Short Term:

- Reflect community priorities in my votes and decisions

Shared Goals:

- Improve communication among Boards, Commissions, and Committees and the Select Board. (Identified as a short-term goal)
- Transparency
- Communication
- Confidence in Public Safety
- Open processes

3. CLIMATE AND RISK

Shared goals:

- Reading as a leader- rather than a follower – in climate sustainability and affordable housing.
 - This goal is the only one that had any disagreement and it is qualified: “As long as it is a cost-effective solution.”

4. FINANCES AND REVENUE

Staff Goals:

Short Term:

- To ensure reading takes advantage of all state and federal grants in order to support community goals. (Identified as a short-term goal).

Shared Goals:

- To ensure fiscally responsible budgeting and debt and capital processes to support a community of 26K
- Small business development
- Leverage non-tax funding sources to explore and expand sustainability projects around town (CPA, earmarks, grants, etc).

5. INFRASTRUCTURE, LAND, & PLANNING

Select Board Goals:

Short Term

- To have the Symonds Way land be developed for the highest and best use for Reading residents.

Staff Goals:

- To ensure that Reading is set on a path for success toward achieving community goals, such as: Revitalized Birch Meadow, New Elementary School, Senior/Community Center (Identified by 3 as a TOP Goal and by 2 as Short-Term goals)
- To make sure we can move capital projects forward in a timely and cost-effective manner.

Shared Goals:

Short Term:

- Build multi-generational center for town residents.

Long Term

- Enhance green necklace around town using town forest, conservation lands, and biking/walking networks.
- Address affordable housing needs for seniors and others of more modest needs.
- Balance efforts at affordable housing, development, and preservation.

6. STRATEGY

Select Board Goals:

Short Term

- Find opportunities for consensus and compromise. (both short-term and long-term priorities)

Short and Long Term:

- Ensuring our seniors are not further priced out of town.
- To take care of our seniors and veterans with adequate services
- To make sure Fidel Maltez and town staff have all resources needed to advance what the town needs.

Staff Goals:

Long Term:

- To deliver a wide variety of high-quality services to residents and businesses and seek efficient management of their tax dollars.

Shared Goals:

Long Term:

- Fostering a welcoming and inclusive environment for the town. (long-term priority).

- Help ensure Reading maximizes its opportunities for state and federal resources (money, expertise, etc).

7. POLICY AND BYLAWS

Shared Goals:

Short and long term:

- To ensure that the BOH and Reading coalition have what they need to serve all residents and businesses. (MD included a note: "I would add DESJ.") (Identified as a long-term goal).



Town of Reading Meeting Minutes

Board - Committee - Commission - Council:

Select Board

Date: 2022-06-25

Time: 8:30 AM

Building: Reading Public Library

Location: Community Room

Address: 64 Middlesex Avenue

Session: Open Session

Purpose: Select Board Retreat

Version: Draft

Attendees: **Members - Present:**

Carlo Bacci, Karen Herrick, Mark Dockser, Chris Haley, Jackie McCarthy

Members - Not Present:

Others Present:

Town Manager Fidel Maltez, Business Administrator Jayne Wellman

Minutes Respectfully Submitted By:

Topics of Discussion:

Jayne Wellman introduced the agenda for the Select Board retreat. Jayne Wellman led an ice breaker with the Board where each member shared two fun facts about themselves ahead of the retreat and members had to guess who the fun fact belonged to. Mr. Dockser shared his priorities of the retreat, including team building, modeling behavior to the community, and working together to get things done. The board discussed goals and communication strategies for the upcoming fiscal year. The board then completed an exercise of goal setting led by Jayne Wellman. The exercise included dividing Board members' goals into categories, followed by board members highlighting their support for each goal identified. Town Manager Fidel Maltez then gave a brief update on his goals, originally presented on the Select Board Meeting of April 19, 2022. Select Board members then discussed the idea of Boards, Committees and Commissions coming before the board once a year for an update. Select Board members agreed to add it to an upcoming Select Board meeting agenda for a formal discussion. Select Board members discussed the policy of bringing any big items to the board first for a discussion and deferring a vote for a second meeting. Select Board members had a discussion around transparency and the need to review communications and executive meeting minutes on a regular basis. Select Board members discussed the idea of having another Select Board retreat in the late summer or early fall. Town Manager Fidel Maltez volunteered to send a follow-up email to pick a date and a location for this follow up retreat.

Select Board member Chris Haley introduced a motion to adjourn. The motion was second by Select Board member Jackie McCarthy. The motion passed unanimously. The Select Board adjourned at 11:35 AM.

Select Board Draft Minutes August 9th, 2022

Public Comment

Karen Janowski noted there is a library event being held that she feels is offensive and not very inclusive. She believes the board should be looking over events carefully before allowing our public buildings to hold such events.

Liaison Reports

McCarthy went to a new member training by MMA. FINCOM recently reorganized and the Board of Health put up information about monkey pox on their website. She also noted there are free Zumba classes being put on by the YMCA, Thursday nights on the town common at 6pm.

Herrick noted RMLD is holding an electric car show on Sunday in Wilmington next to the farmer's market. RMLD has added new rebates for electric items to move away from fossil fuels. Conservation and Trails Committee are finishing painting Matera Cabin. She attended a Climate Advisory Committee meeting and noted they will be coming to the board soon regarding polystyrene bylaw. Council on Aging was excited to hear we received a response to the RFP for a senior center.

Haley attended the RMLD CAB meeting who are reactivating all their social media accounts. He will be at the electric car show. He thanked RCTV for their theatre camp this summer his daughter attended and loved. Dunk the Readings is coming back to the Fall Street Faire this year with proceeds going to the Rotary and to Ruff N' Rowdy, a local business that is going through a rough time.

Bacci attended CPDC and noted Public Kitchen is doing work and head their sign approved last night; they will hopefully open in September. Julie Mercier and staff along with CPDC are going to creating brewery/distillery and winery zoning bylaws.

Dockser noted the Mailet Sommes project. RECALC is meeting tomorrow. A number of groups have come before RAAC and the committee may need more time for deliberations.

Town Managers Report

Maltez noted that capital costs are thru the roof. The next beer garden on the common will be August 20th.

Veterans Agent Introduction

William Valliere was recently hired as our new Veteran's Agent in town. He introduced himself and gave the board his background. The board welcomed him and wished him well here.

Reading Coalition Staff Report

Coalition Director Erica McNamara, Outreach Coordinator Krystal Mellonakos-Garay and Public Safety Clinician Taunya Jarzyniecki gave the board a presentation on the coalition, their staff and their work. The presentation can be found on the town website in the Select Board meeting packet.

VOTES Legislation

Town Clerk Laura Gemme was present to explain to the board that recently passed legislation changed the VOTES Act giving power to the Select Board to delegate how many and which Police Officers work the elections. Chief Clark and herself are asking the board to delegate back the power to the Town Clerk and Police Chief. The town has never had any issues with officers at the polls and their current process works very well.

The board discussed their thoughts while Herrick asked if there was a reason why this legislation passed giving the board the power to do this. She is hesitant to delegate this back if there is a reason for it being given to them in the first place. The board discussed delegating it on a yearly basis instead of permanently. Gemme suggested delegating every election cycle instead.

Herrick moved to designate the Town Clerk while working with the Police Chief to determine and approve a sufficient number of police officers at the polling location at every election in 2022 and 2023 therein to preserve order and to protect the election officers from any interference with their duties and to aid in enforcing the laws relating to elections, as required by Section 72 of the Chapter 92 of the Acts of 2022, and to designate the Police Chief the authority to assign police officers following all bargaining agreements and to have the Select Board review and approve this authority every January of even years to follow the election cycle. The motion was seconded by Bacci and approved with a 5-0 vote.

State Primary Warrant

Haley Move to close the warrant for the State Primary to be held on September 6th, 2022. The motion was seconded by McCarthy and approved with a 5-0 vote.

Public Hearing - Parking Regulations

Haley read the hearing notice.

Lt. Jones was there to explain the three safety amendments to the parking rules and regulations.

Haley moved to close the hearing regarding traffic and parking regulations. The motion was seconded by Bacci and approved with a 5-0 vote.

It was noted that PTTTF has already seen and approved these. The board discussed more enforcement at the EV charging stations.

Haley moved to approve Safety Amendment 2022- 17, 2022-18 and 2022-19 as presented. The motion was seconded by Herrick and approved with a 5-0 vote.

Bill Russell Proclamation

Haley read the proclamation. McCarthy noted she would like to add a clause at the end of the drafted proclamation.

Sherilla Lestrade agreed with McCarthy's insert and thanked her for that. Linda Snow Dockser suggested we celebrate his birthday or something more joyous than the day of his death.

Haley moved to approve the Bill Russell proclamation as amended. The motion was seconded by McCarthy and approved with a 5-0 vote.

There will be a press release going out along with the signed proclamation.

MWRA Borrowing

Town Treasurer Endri Kume explained this is a \$10Million borrow with no interest in lead mitigation measures.

Haley moved that... Docker moved to suspend the reading of the motion. It was seconded by Herrick and approved with a 5-0 vote.

Conservation Budget Request

Conservation Administrator Chuck Tirone is asking for \$5,000 budget for the Conservation Commission.

Haley moved to approve \$5,000 in the FY23 budget for the Conservation Commission as requested. The motion was seconded by Herrick and approved with a 5-0 vote.

269 Main Street Easement

Attorney Josh Latham and Conservation Administrator Chuck Tirone were present for this agenda item. The board is being asked to approve an easement on 269 Main Street. The documents are all in order.

Haley moved to approve the foregoing Access Easement from 269 Main Street, LLC to the Town of Reading acting by and through its Conservation Commission pursuant to Massachusetts General Laws, Chapter 40, Section 8C and agree to be bound by its terms. The motion was seconded by Herrick and approved with a 5-0 vote.

Lilah Lane Easement

The board is being asked to approve a drainage easement at 104 Lilah Lane at the request of the homeowner. Town Engineering department is in agreement and the paperwork is in order.

Haley Move to approve the drainage easement at 104 Lilah Lane as presented. The motion was seconded by McCarthy and approved with a 5-0 vote.

Water Line Easement

The board is being asked to approve a water line easement at 369 Main Street. The paperwork is in order.

Haley Move to approve the foregoing Water Line Easement from Boston Oil Change, LLC to the Town Of Reading and agree to be bound by its terms as presented. The motion was seconded by McCarthy and approved with a 5-0 vote.

Affordable Housing Trust Fund

Town Counsel Ivria Fried was present to show the board a draft of the special legislation act to dissolve its current affordable housing trust fund. McCarthy worked with Counsel to look at the membership provision after the last meeting's discussion about how many members. After looking at what other surrounding towns have done, they are suggesting 5 members. They also suggest including language about who should serve. They do not believe associate members with voting powers are possible.

Bacci noted this was presented last night to CPDC and a member on CPDC brought up a concern about the audit of the money. He had concerns about the wording specifically of this part. Counsel noted she would have to look into the history of this but noted it appears it is a statutory obligation.

Haley moved to approve the Affordable Housing Trust Fund Special Act and Bylaw as amended and direct the Town Manager to include this in the upcoming Subsequent Town Meeting. Bacci seconded the motion and it was approved with a 5-0 vote.

Discuss RFP for Senior Center Space

In the packet is the one response they did receive about leased space for the senior center. The board discussed the thought of leaving this RFP open but also issuing another RFP to give them more options other than leasing and to allow other property owners in town to respond as well.

Haley move to direct the Town Manager to issue an RFP for Lease-to-Buy Option and/or Buy Option for Space for a Senior Center. The motion was seconded by Herrick and approved with a 5-0 vote.

Future Agendas

The board discussed future agenda items.

Minutes

The board edited minutes from their previous meeting.

Haley moved to approve the meeting minutes of July 19th, 2022 as amended. The motion was seconded by Herrick and approved with a 5-0 vote.

Herrick moved to adjourn the meeting at 10:21 PM. The motion was seconded by Bacci and approved with a 5-0 vote.

Documents Used:

2022-08-09 Select Board Packet

Select Board Draft Minutes

August 30th, 2022

MD absent; CB via Zoom

Acting Chair Karen Herrick called the meeting to order at 7:00 PM.

Comfort dogs Cooper and Rusty were present to meet the board and be introduced. Cooper and Rusty are the town's newest comfort dogs whose handlers are School Resource Officers Lewis and Thatcher.

Liaison Reports

Haley attended the School Committee meeting where they indicated they have had a lot of new hires this year. The Fall Street Fair is September 11th and the dunk tank will be back with many of the Select Board members and other boards participating.

Bacci attended a meeting with RMLD about future plans for their buildings.

McCarthy noted school starts tomorrow and wished everyone a good school year. Early voting is happening right now and she thanked the staff for all their work. There are upcoming meetings surrounding the Oakland Road property and financial forums.

Herrick noted Killam School will be open to look at on September 8th for anyone who would like to see why we are building a new school.

Town Manager Report

Maltez noted the Town has been awarded the MVP Grant for \$2.1 Million. There will be a press release going out about it soon. A draft of the town meeting warrant was in the packet but he noted there will be 2 more articles coming.

Police Department Staff Report

Chief Clark and Deputy Chief Amendola gave the board a report on the Police department and their current staffing. The presentation can be found in the Select Board packet on the town website.

Sally Hoyt Proclamation

A long time resident and former Select Board member Sally Hoyt turned 100 recently and the board wanted to recognize her with a proclamation.

Haley also read an email the board received from a previous Town Manager.

Personnel Policies

Human Resources Director Sean Donahue and Labor Counsel Jim Pender were present to walk the board through the proposed changes to the personnel policy. A copy of the new policy can be found in the Select Board packet on the town website.

Treasurer

Town Manager Maltez noted that the town would like to offer the Treasurer position to Diane Morabito. The board needs to approve the hiring of her at step 11 which is what the previous Treasurer was making upon his departure. The board agreed in order to get experienced candidates we need to pay well and had no issue offering her the position at step 11.

Haley moved to approve the Town Manager's recommendation for Treasurer candidate Diane Morabito to be hired at Grade J step 11. The motion was seconded by McCarthy and approved with a 4-0 roll call vote.

Housing Production Plan

Maltez noted that the Department of Housing and Community Development requires that we produce a Housing Production Plan and we update it every 5 years. The current plan from 2018 is in the Select Board packet. In April Town Meeting we requested funding to update this plan and Community Development Director Julie Mercier is leading the charge with a consultant on board as well. They are requesting that the Select Board have a volunteer to be the liaison to this project. McCarthy volunteered and rest of the board agreed.

Capital Plan

The board deferred this conversation until a full board could be present for discussion.

Polystyrene Bylaw

David Zeek from the Climate Advisory Committee gave the board a presentation on a polystyrene bylaw he would like passed. He would like the Select Board to put this on the warrant for Town Meeting. The presentation can be found in the Select Board packet on the town website. This would mostly impact restaurants/ businesses with to-go containers.

Haley and Bacci feel this is a big ask for our businesses and now is not the right time. They also feel there needs to be much more outreach to the local community about this.

Town Manager Evaluation

Town Manager Fidel noted he put his goals in the packet for the board to review again. He feels these goals will be long-term and something he will always be working on.

The board thanked Fidel for his work thus far and look forward to continuing to work with him.

Board Retreat Discussion

Tabled until a full board could be present.

VASC

McCarthy and Haley held two VASC meetings recently to interview a few candidates for various volunteer boards.

Haley moved to appoint:

- **Sally Hilgendorff to an associate position on the Board of Cemetery Trustees with a term expiring June 30, 2024**

- **William Hughes to an associate position on the Town Forest Committee with a term expiring June 30, 2024**
- **Annemieke Rice to an associate position on the Cultural Council with a term expiring June 30, 2024**
- **Walter Talbot to a full position on the Climate Advisory Committee with a term expiring June 30, 2023**

The motion was seconded by MCarthy and approved with a unanimous roll call vote.

Town Masterplan

Tabled until Dockser could be present.

State Legislation Update

Maltez noted our State Delegates will be coming to the next board meeting on September 13th.

Future Agendas

The board discussed future agenda items.

Haley moved to adjourn at 9:54 PM. The motion was seconded by Herrick and approved with a 4-0 roll call vote.