



Town of Reading Meeting Posting with Agenda

2018-07-16 LAG

Board - Committee - Commission - Council:

Select Board

Date: 2023-02-07

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/81904592476</p> <p>Meeting ID: 819 0459 2476 One tap mobile +16465189805,,81904592476# US (New York) +16465588656,,81904592476# 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: 819 0459 2476 Find your local number: https://us06web.zoom.us/u/kehiZjwTui</p>	PAGE #
7:00	Overview of Meeting	
7:05	Public Comment	
7:15	SB Liaison and Town Manager Reports	
7:20	Discuss and Vote to approve new Town Manager employment contract	
7:30	Election update from Town Clerk	

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



Town of Reading Meeting Posting with Agenda

7:45	Public Hearing – Traffic Improvements: Stop Signs and Vehicle Direction at Hopkins and Main Street	3
8:00	Presentation from Public Works on Trash and Recycling Barrels	10
8:30	Vote Easement Requests Previously approved by Town Meeting: Summit Village	24
8:40	Preview Warrant for April Town Meeting	32
9:00	Discussion on Town Manager 2023 Goals	
9:15	Discussion and Vote to Sign Lease Extension for the Reading Ice Arena Authority	41
9:30	Discuss Future Agendas	42
9:40	Approve Meeting Minutes	45
9:50	Discuss responses to request for proposals (RFP) for the purchase property for municipal use, including an executive session under Purpose 6 to consider the purchase, exchange, lease, or value of the real property of 25 Haven Street and/or 17 Harnden Street	48

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.

**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 February 7th, 2023 at 7:00 PM in the Select Board Meeting Room at Town Hall, 16 Lowell Street, Reading, MA or also available remotely on Zoom to act on proposed changes to the following Traffic and Parking Regulations:

- Amendment Number 2023-1; Repeal the installation and maintenance of official stop signs is authorized on Hopkins Street at the intersection with Main Street for both eastbound and westbound drivers.
- Amendment Number 2023-2; Repeal no vehicle traveling eastbound on Hopkins Street shall make a left turn onto Main Street.
- Amendment Number 2023-3; Repeal eastbound and westbound drivers on Hopkins Street shall make a right turn only onto Main Street.

A copy of the proposed documents regarding this topic will be in the Select Board packet on the website at www.readingma.gov

All interested parties are invited to attend the hearing in person or remotely via Zoom; or may submit their comments in writing or by email prior to 6:00 p.m. on February 7th, 2023 to townmanager@ci.reading.ma.us

By order of
Fidel Maltez
Town Manager

To the Chronicle: Please publish on Tuesday, January 24th and again on January 31st, 2023

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



**Town of Reading
Amendment to the
Traffic and Parking Regulations**



Amendment Number: 2023-1

Date Filed: February 7, 2023

Filed By: TSO Michael S. Scouten

On Behalf of: The Reading Police Department

Section 1:

Purpose of Amendment – Pursuant to Article 6.12: the installation and maintenance of official stop signs

Section 2:

Proposed Amendment – Pursuant to Article 6.12:

Repeal the installation and maintenance of official stop signs is authorized on Hopkins Street at the intersection with Main Street for both eastbound and westbound drivers.

Section 3:

Effective Date:

This act shall take effect upon its passage and the provisions above shall not expire.

Select Board:

Date Signed: _____



**Town of Reading
Amendment to the
Traffic and Parking Regulations**



Certification of Amendment:

The Town Clerk certifies that Amendment Number _____ above was _____ by the Select Board of the Town of Reading through an official vote occurring during a public hearing held on _____. The Amendment was _____ through a vote of _____ in favor and _____ opposed.

Town Clerk

Town Corporate Seal



**Town of Reading
Amendment to the
Traffic and Parking Regulations**



Amendment Number: 2023-2

Date Filed: February 7, 2023

Filed By: TSO Michael S. Scouten

On Behalf of: The Reading Police Department

Section 1:

Purpose of Amendment – Pursuant to Article 6.17: Left turns shall be prohibited at the locations as listed under Article 12.

Section 2:

Proposed Amendment – Pursuant to Article 6.17:

Repeal no vehicle traveling eastbound on Hopkins Street shall make a left turn onto Main Street.

Section 3:

Effective Date:

This act shall take effect upon its passage and the provisions above shall not expire.

Select Board:

Date Signed: _____



**Town of Reading
Amendment to the
Traffic and Parking Regulations**



Certification of Amendment:

The Town Clerk certifies that Amendment Number _____ above was _____ by the Select Board of the Town of Reading through an official vote occurring during a public hearing held on _____. The Amendment was _____ through a vote of _____ in favor and _____ opposed.

Town Clerk

Town Corporate Seal



**Town of Reading
Amendment to the
Traffic and Parking Regulations**



Amendment Number: 2023-3

Date Filed: February 7, 2023

Filed By: TSO Michael S. Scouten

On Behalf of: The Reading Police Department

Section 1:

Purpose of Amendment – Pursuant to Article 6.17.2: Right turn only at the locations as listed under Article 12.

Section 2:

Proposed Amendment – Pursuant to Article 6.17.2:

Repeal eastbound and westbound drivers on Hopkins Street shall make a right turn only onto Main Street.

Section 3:

Effective Date:

This act shall take effect upon its passage and the provisions above shall not expire.

Select Board:

Date Signed: _____



**Town of Reading
Amendment to the
Traffic and Parking Regulations**



Certification of Amendment:

The Town Clerk certifies that Amendment Number _____ above was _____ by the Select Board of the Town of Reading through an official vote occurring during a public hearing held on _____. The Amendment was _____ through a vote of _____ in favor and _____ opposed.

Town Clerk

Town Corporate Seal

SUPPLYING RUBBISH / RECYCLING CARTS FOR TOWN SERVICES



Planning Ahead – *The Train's Coming!*

- *Rubbish Disposal Contract (COVANTA)*
 - Contract expires June 30, 2025
 - New contract price expected to be significantly higher
- *Rubbish/Recycling Collection Contract (REPUBLIC SERVICES)*
 - Contract expires June 30, 2026
 - New contract price expected to be significantly higher
- *Purchasing carts now would lessen the financial impact on the Town when the new collection contract is bid in 2026 and would prepare for possible future automated rubbish/recycling collection.*
- *Carts would help mitigate rodents, rainfall issues, litter on windy days, and give better aesthetics for the Town.*

Current Rubbish and Recycling Services

- *COVANTA (RUBBISH DISPOSAL CONTRACT)*
 - 5-year contract: July 1, 2020 – June 30, 2025
 - FY23 tipping fee: \$95.48 per ton
 - FY24 tipping fee: \$98.35 per ton (3% increase)
 - Approximately 7,000 tons of rubbish per year
- *REPUBLIC SERVICES (R/R COLLECTION CONTRACT)*
 - On May 16, 2022, JRM was purchased by Republic Services
 - 10-year contract: July 1, 2016 - June 30, 2026
 - **No change to our current contract:**
 - FY23 Contract: \$1,146,975
 - FY24 Contract: \$1,181,384 (3% increase each year for duration of contract)

Current Rubbish and Recycling Services (cont.)

- *BLACK EARTH COMPOST (CURBSIDE FOOD SCRAP COLLECTION)*
 - Current subscribers in Reading: 423
 - Estimated annual tonnage for CY2022: 111 tons
 - 4.3 gallons / household / week (avg.)
 - Current Weekly Plans:
 - \$13.99 monthly (weekly pick-up)
 - \$74.99 every 6-months (weekly pick-up)
 - Current Every Other Week Plans:
 - \$10.99 monthly (bi-weekly pick-up)
 - \$55.99 every 6 months (bi-weekly pick-up)
 - New residential subscribers receive a 13-gal. compost bin and their first roll of 13-gal. bags from the Town at no cost to the resident.

Who Does the Town Provide Rubbish / Recycling Services To?

- 1, 2, and 3 family residential – 6,902 **(74%)**
- 1, 2, and 3 unit apartment / condominium – 457
- Schools – 8 **(18%)**
- Municipal buildings – 7 **(8%)**

What Are the Benefits of Using Carts?

- Rodent Issues
 - Rubbish and recycling will be contained in covered barrels
- Rainfall Issues
 - Ensures that barrels do not fill with rain water, preventing rubbish trucks from spilling foul-smelling rubbish infused water on the roads
- Better containment of contents
 - Any loose rubbish or recycling prevented from blowing around neighborhoods on windy days
- Uniform container identity
 - Containers with uniform appearance, improves the aesthetics of the Town on collection days, and better allows the rubbish and recycling hauler to differentiate and identify rubbish versus recycling contents (recycling cart has different color lid)
- Carts would be purchased by the Town and would be property of the Town

What Are Our Peer Communities Doing For Rubbish and Recycling Services?

- Comparable communities surveyed
- Size of carts
 - Rubbish (64 gallon)
 - Recycling (64 gallon if weekly, 96 gallon if bi-weekly)
- Quantity of carts per household
 - 1 rubbish cart (64 gallon)
 - Residents have option to lease 2nd cart annually
 - Residents can purchase overflow bags
 - 1 recycling cart (64/96 gallon)
- Bulk item disposal
 - 1 item per week (no charge) or unlimited (fee based via rubbish hauler)

Resident Options For Extra Rubbish

- ***Overflow bags (preferred option)***

- Overflow bags would minimize administrative involvement by the Town.
- Residents could purchase 30 gal. overflow bags to be placed with their rubbish cart.
- Could be purchased at local grocery and convenience stores.
 - Retail cost: \$2 to \$3 per bag (est.); Purchase price by Town: \$0.38 per bag (est.)
- WasteZero would monitor store inventory; Town would have no involvement with local stores.
- Bags are made of a heavy-duty plastic (1.5 mil) and come customized with the Town seal etc.

- ***Resident Sign-Up for Black Earth Compost Pickup (preferred option)***

- Residents could subscribe to Black Earth Compost curbside collection program to eliminate food scraps from their rubbish stream and reduce their weekly curbside rubbish volume.

- ***Additional Carts per Household (less desirable)***

- Creates logistical challenges for Town staff (storing and distribution) and payment management.
- Each household could obtain 1 additional rubbish cart (64 gal.) for an annual charge; an extra recycle cart (64 gal.) could be obtained for no additional charge.

Anticipated Questions

- ***How many carts would each household receive?***
 - Each household would receive (1) 64 gal. rubbish cart, and (1) 64 gal. recycle cart.
- ***How many carts will the Town need to purchase?***
 - The Town would have to purchase approximately 7,400 rubbish carts, and 7,800 recycle carts.
- ***How much will this cost, and how will it be funded?***
 - April (2023) Town Meeting would be asked to approve \$900k to purchase carts.
- ***Have grant opportunities been explored to fund this?***
 - Yes. 2 grant opportunities have been found for funding recycling carts (only).
 - MassDEP grant restricts the weekly household rubbish allowance to 35 gal. (Town is not eligible.)
 - Recycling Partnership grant - \$750k max.; grant funding for purchasing recycle carts, and implementing recycling education/outreach efforts. Recycling Partnership is a national non-profit organization. If awarded, funding may not be received for up to 6 months after applying.

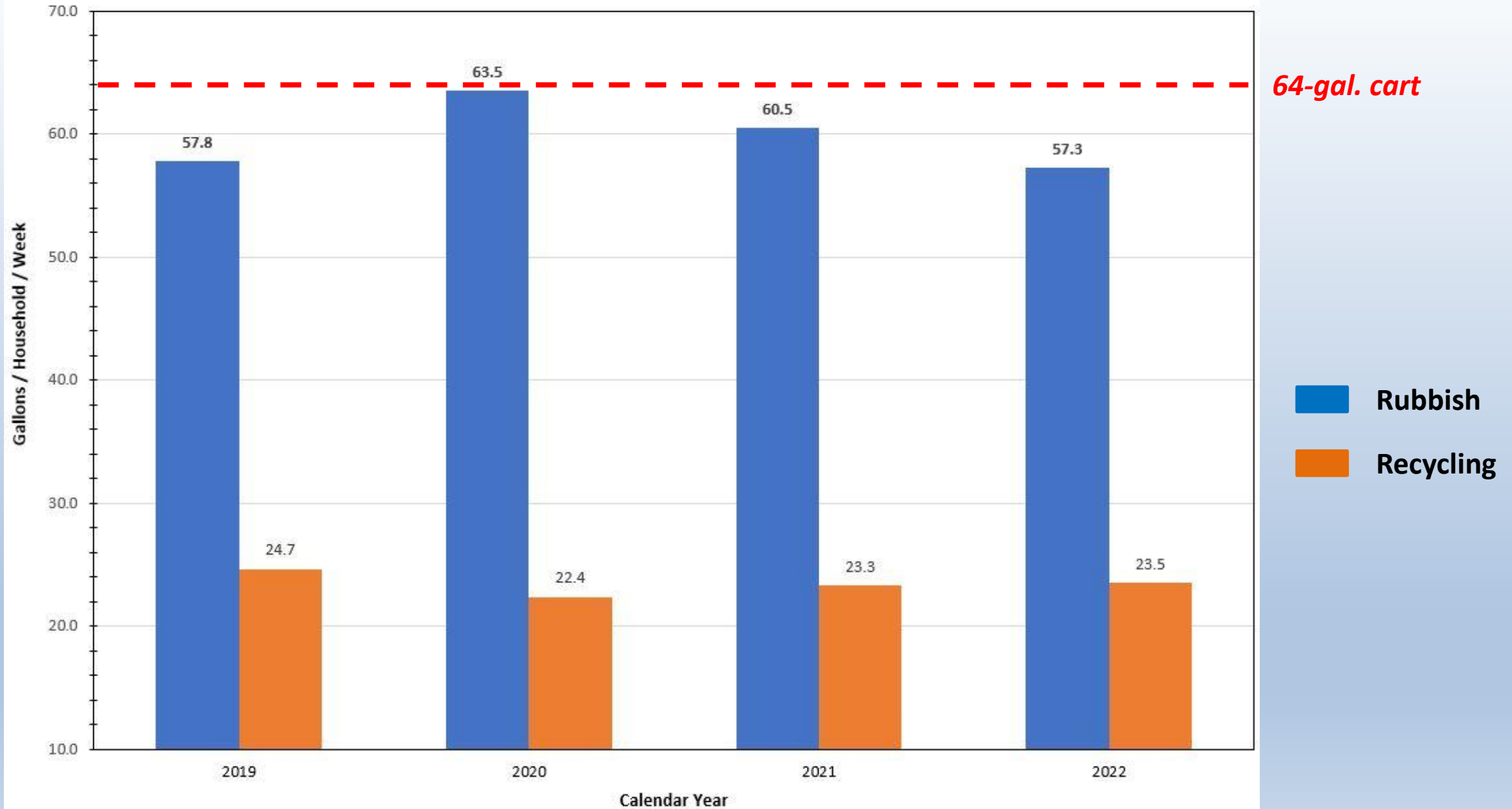
Anticipated Questions (cont.)

- ***What would be the benefit of switching to carts now?***
 - Having carts in place now would ensure a smooth transition if the Town decided to switch to automated collection when the current rubbish/recycle contract expires 6/2026, and would add flexibility in that the carts would not be tied to a change in collection contracts.
- ***If funding is approved, when could residents expect to see their carts?***
 - There is at least a 6 to 8 week lead time, allowing for possible delivery in Fall 2023.
- ***Is Republic Services on board if the Town switched to carts?***
 - Republic Services sees this as an improvement over our current process, no concerns.
- ***How will the cart program be rolled out?***
 - The vendor would perform the initial delivery of the rubbish and recycling carts to each household, and then the Department of Public Works would perform maintenance and deliverables as needed (10 – 12 year warranty on carts).

Anticipated Questions (cont.)

- ***Why would the Town only provide (1) 64 gal. rubbish cart to each household, when the current rubbish limit is 120 gal. per household?***
 - From surveying Reading's peer communities, providing (1) 64 gal. rubbish cart per household would align Reading with what our other peer communities are already doing.
 - Data shows that the average amount of rubbish generated by a single Reading household is less than 64-gallons per week.
- ***What options exist if a resident has more than 64 gal. of rubbish per week?***
 - Residents could purchase the 30 gal. overflow bags to be placed with their rubbish cart.
 - Residents could subscribe to the Black Earth Compost curbside collection program to eliminate food scraps from their rubbish stream and reduce their weekly curbside rubbish volume.
 - Each household could obtain 1 additional rubbish cart (64 gal.) for an annual charge; an extra recycle cart (64 gal.) could be obtained for no additional charge.

Average Weekly Household Rubbish & Recycling Curbside Volumes



Anticipated Questions (cont.)

- ***What are the pros/cons of an overflow bag versus an extra cart?***
 - PRO: Bags are more economical when you might only have extra rubbish periodically.
 - PRO: Bags offer the least administrative alternative for the Town.
 - PRO: An extra cart gives the convenience of already having it on hand when it's needed.
 - CON: An extra cart would require additional storage for a household.
 - CON: Allowing an extra cart creates logistical challenges for Town staff, since the Town would be responsible for storing and distributing the extra carts, as well as managing resident payment options.
- ***How will residents dispose of bulk items?***
 - Residents would still be allowed to place 1 bulk item curbside per week with their rubbish. A bulk item is defined as a piece of furniture, toilet/tub, grill, lawnmower, countertop microwave, etc. (not over 60#)
- ***What can residents do with their old rubbish and recycle containers?***
 - The old red recycle bins make great storage containers.
 - Any plastic containers can be recycled at a rigid plastic collection event.
 - Any metal containers can be recycled through the curbside scrap metal collection held annually.

ANY ADDITIONAL QUESTIONS??



Town of Reading



**Annual Town Meeting
April 25, 2022**

**For the PAC Audience
use RPS GUEST**

WiFi password: none





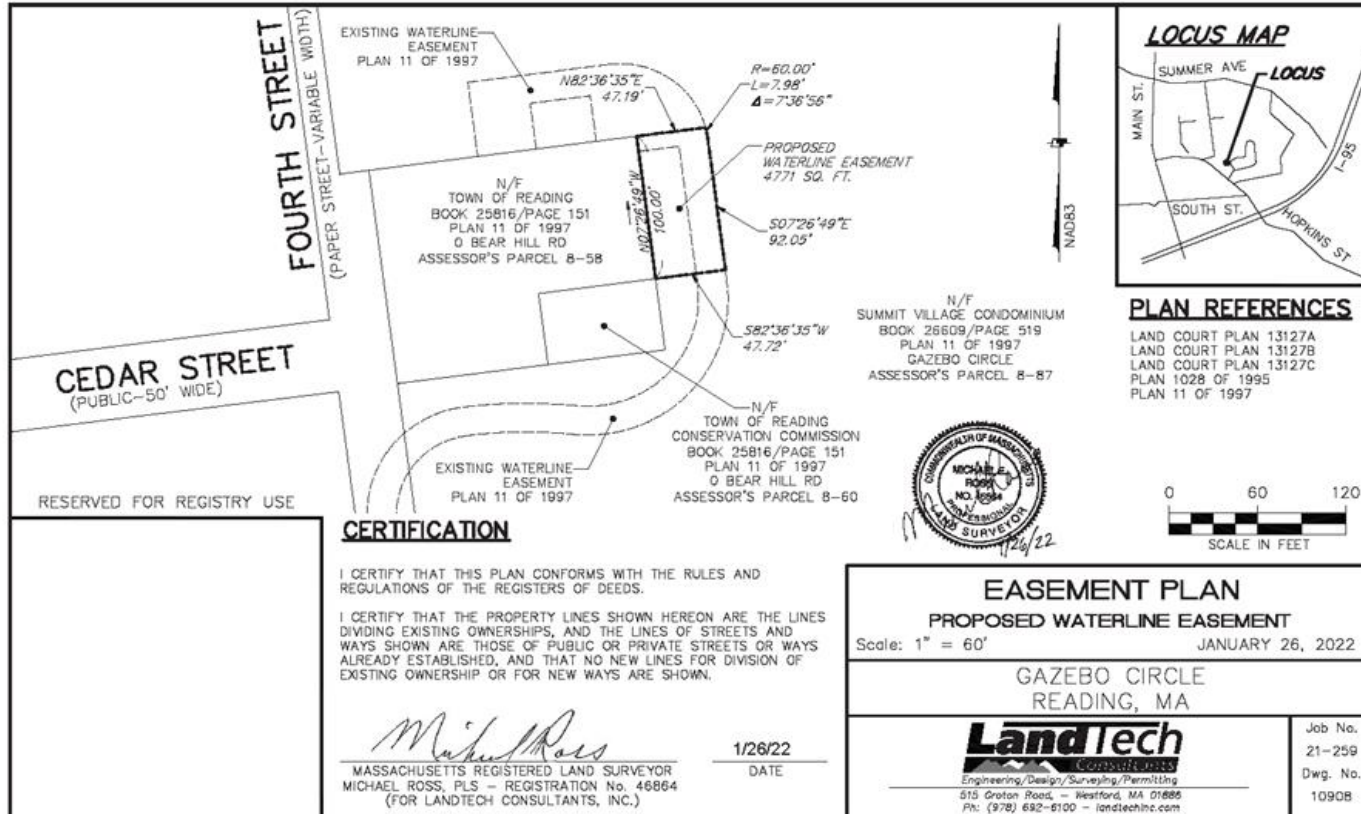
2022 Annual Town Meeting Article 13

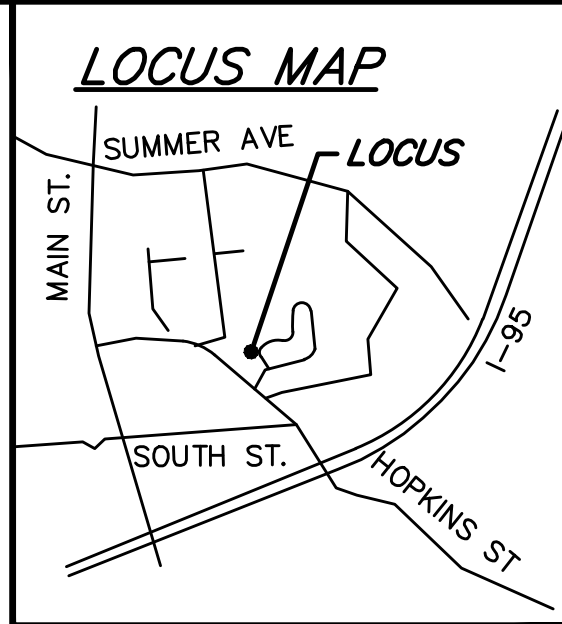
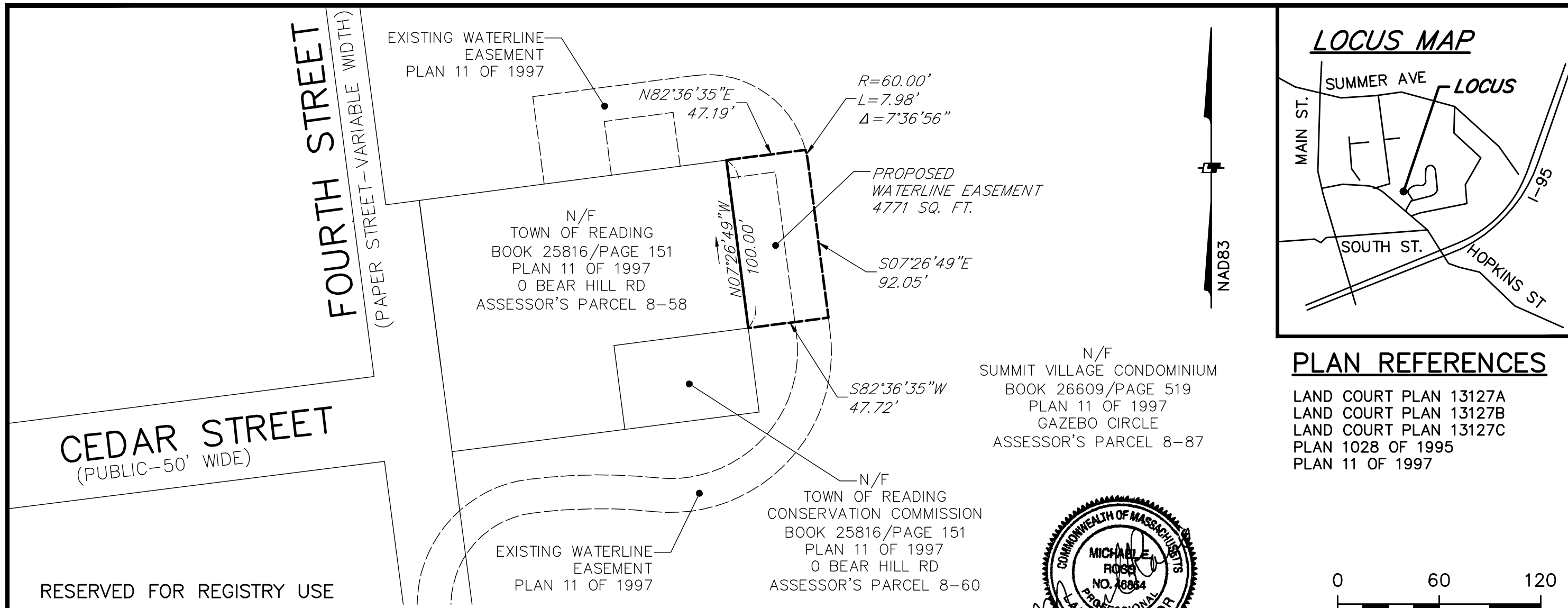
Authorize the Select Board to accept a water easement over a portion of Gazebo Circle adjacent to the existing Bear Hill water tank.

- The easement will allow the Town the rights to install and maintain a new water connection to the Town distribution system.
- The connection is hydraulically necessary as part of the previously approved water booster station.
- The Board of Trustees of the Summit Village will be gifting this easement to the Town.



2022 Annual Town Meeting Article 13 Continued

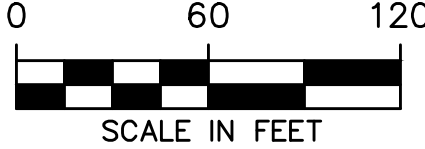
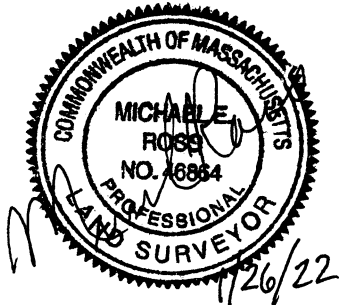




PLAN REFERENCES

N/F
SUMMIT VILLAGE CONDOMINIUM
BOOK 26609/PAGE 519
PLAN 11 OF 1997
GAZEBO CIRCLE
ASSESSOR'S PARCEL 8-87

LAND COURT PLAN 13127A
LAND COURT PLAN 13127B
LAND COURT PLAN 13127C
PLAN 1028 OF 1995
PLAN 11 OF 1997



RESERVED FOR REGISTRY USE

CERTIFICATION

I CERTIFY THAT THIS PLAN CONFORMS WITH THE RULES AND REGULATIONS OF THE REGISTERS OF DEEDS.

I CERTIFY THAT THE PROPERTY LINES SHOWN HEREON ARE THE LINES DIVIDING EXISTING OWNERSHIPS, AND THE LINES OF STREETS AND WAYS SHOWN ARE THOSE OF PUBLIC OR PRIVATE STREETS OR WAYS ALREADY ESTABLISHED, AND THAT NO NEW LINES FOR DIVISION OF EXISTING OWNERSHIP OR FOR NEW WAYS ARE SHOWN.

Michael Ross
 MASSACHUSETTS REGISTERED LAND SURVEYOR
 MICHAEL ROSS, PLS - REGISTRATION No. 46864
 (FOR LANDTECH CONSULTANTS, INC.)

1/26/22
 DATE

EASEMENT PLAN
PROPOSED WATERLINE EASEMENT
 Scale: 1" = 60' JANUARY 26, 2022

GAZEBO CIRCLE
 READING, MA

 Engineering/Design/Surveying/Permitting 515 Groton Road, - Westford, MA 01886 Ph: (978) 692-6100 - landtechinc.com	Job No.
	21-259
	Dwg. No.
	10908

ACCESS EASEMENT

This Grant of Access Easement is made by the Trustees of the SUMMIT VILLAGE CONDOMINIUM TRUST, the organization of unit owners of the Summit Village Condominium, u/d/t dated August 13, 1996, and recorded with the Middlesex South Registry of Deeds ("Registry") at Book 26609, Page 548 (the "Grantor"), to the TOWN OF READING with a principal place of business at 16 Lowell Street, Reading, MA 01867 (the "Grantee").

WHEREAS, the Grantor is the entity through which the unit owners manage and regulate the common areas and facilities of the Condominium (the "Common Areas") which condominium was created by Master Deed dated August 13, 1996 and recorded with the Registry at Book 26609, Page 519 (the "Burdened Premises") and which Common Areas are described in said Master Deed and includes the fee interest in the Burdened Premises as more particularly depicted as Parcel 1 and Parcel 2 on a plan of land entitled "Summit Village Condominium in Reading, MA." dated December 30, 1996, and recorded with the Registry on January 6, 1997, as Plan No. 11 of 1997 (the "1997 Plan");

WHEREAS, the Grantee is the owner of certain real property know and numbered as 0 Bear Hill Road, in Reading, Massachusetts, also identified as Assessor's Parcel 8-58, by virtue of a deed dated May 26, 1930, recorded with the Registry at Book 5472, Page 58 (the "Benefitted Premises"), which Benefitted Premises appear generally on the 1997 Plan as the site of a "Water Tank";

WHEREAS, the Benefitted Premises is benefitted by an existing waterline access easement, by virtue of the reservation of the same in the deed of the Town of Reading to Reading Bear Hill Limited Partnership dated November 7, 1995, and recorded with the Registry at Book 25816, Page 151, as shown on a plan of land entitled "Water Line Access Easement Sketch" recorded with the Registry at Book 25816, Page 157, and identified as "Water Line Easement" on the 1997 Plan (the "1995 Water Line Easement").

WHEREAS, the Grantor has agreed to grant an easement in favor of the Benefitted Premises, to be used in connection with the existing 1995 Water Line Easement, for the location of an underground waterline on that certain portion of the Burdened Premises identified as "Proposed Waterline Easement 4771 Sq. Ft." on a plan of land entitled "Easement Plan, Proposed Waterline Easement, Gazebo Circle, Reading, MA", dated January 26, 2022, and prepared by LandTech Consultants, said plan to be recorded herewith (the said proposed waterline easement is hereinafter referred to as the "Easement Area"); and

WHEREAS, the Grantee has agreed to certain limitations, conditions, and obligations relating to such waterline easement as set forth herein;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be bound hereby, the Grantor, acting by and through its governing Board of Trustees as attorney in fact on behalf of all the unit owners from time to time owning units in the Condominium, hereby grants to the Grantee the following

easements, and the Grantee hereby agrees to the following restrictions, conditions, and obligations, all subject to the terms contained herein:

1. The Grantor does hereby grant and convey to the Grantee, without covenants, upon and subject to the terms and conditions herein contained, for the benefit of the Benefitted Premises and running with and as appurtenant to the Benefitted Premises, the perpetual, non-exclusive right and easement in, on, over and across the Easement Area for the purpose of installing, and thereafter maintaining, repairing, and improving, an underground waterline connected to the water tank on the Benefitted Premises and the existing waterline located within the 1995 Water Line Easement.
2. Grantee shall be solely responsible for the costs maintaining, repairing and replacing the surface of the Easement Area when it is disturbed by the installation of the proposed underground waterline or due to the Grantee's activities in the Easement Area thereafter.
3. Grantor shall be solely responsible for the real estate taxes on the Easement Area.
4. Damage to the Easement Area shall be the responsibility of the party causing such damage. If, in connection with the exercise of said right and easement, either shall make any excavations in said Easement Area, the party so excavating will, as soon as possible, restore said Easement Area and the surface thereof to their prior condition at such party's cost.
5. If Grantee intends or is required to undertake any work affecting the Easement Area, Grantee shall give Grantor no less than 10 days' notice, except in case of emergency, which notice shall include a description of the work and, if any, the identity of the contractor(s) which will perform such work, copies of any plans or drawings prepared for such work, and copies of any permits or other governmental authorizations obtained for such work.
6. Grantee shall have no right to relocate any easement granted hereunder without the prior written consent of the Grantor.
7. The exercise by or for the Grantee of the easements granted hereunder, and all use of the Easement Area, shall comply with all applicable Federal, state and local laws, statutes, codes, ordinances, rules, regulations and the like.
8. The Grantee shall not overload or overburden the Easement Area, or any utilities therein or thereunder, or permit same to be overloaded or overburdened.
9. As used herein, the terms "Grantor" and "Grantee" shall include their respective heirs, legal representatives, successors, assigns, and successors in title, and the rights, agreements, and obligations contained herein shall be covenants running with the land and shall be binding upon and inure to the benefit of the parties hereto and those claiming title to or interest in the Burdened Premises and/or the Benefitted Premises.

Executed under seal this 9 day of January, 2022.

Summit Village Condominium Trust,

By its Trustees,

Linda Antinoro

Linda Antinoro Trustee

Lara Romanowski

Lara Romanowski Trustee

Neal Cannon

Neal Cannon Trustee

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, ss

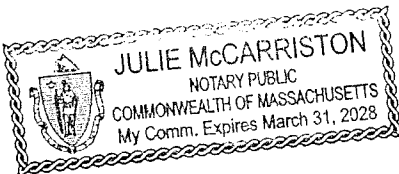
On this 9th day of January, 2023, before me, the undersigned notary public,

Linda Antinoro, Lara Romanowski, Neal Cannon

proved to me through satisfactory evidence of identification, which was oath of credible witness, to be the persons whose names are signed on the preceding document, and acknowledged to me that they signed it voluntarily for its stated purpose and as the free act and deed.

who knows about signatory

Julie McCarriston
Notary Public: Julie McCarriston
My Commission Expires: 3/31/2028



APPROVAL OF GRANT BY SELECT BOARD

We, the undersigned, being a majority of the Select Board of the Town of Reading, Middlesex County, Massachusetts, hereby certify that at a meeting duly held on _____ the Select Board voted to approve the foregoing Water Line Easement from Summit Village Condominium Trust to the Town of Reading and agree to be bound by its terms.

Dated:

Carlo Bacci, Member

Dated:

Mark Dockser, Member

Dated:

Christopher Haley, Member

Dated:

Karen Herrick, Member

Dated:

Jacqueline McCarthy, Member

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, ss

On this ___ day of _____, _____, before me, the undersigned notary public, personally appeared _____

_____ and proved to me through satisfactory evidence of identification, which was _____, to be the persons whose names are signed on the preceding document, and acknowledged to me that they signed it voluntarily for its stated purpose.

Notary Public:

My Commission Expires: _____

DRAFT		Annual Town Meeting - April 2023			DRAFT	
<i>April 4(elections); 24(M); 27(Th); May 1(M); 4(Th)</i>						
<i>as of -> 2/2/2023</i>						
Art. #	Article Description	Sponsor	Details	Staff Comments	Notes	
1	Local Election	Select Board			April 4th	
2	Written Reports	Select Board	State of the Town - Select Board Chair Financial Update - Finance Committee Chair			
3	Instructions	Select Board			defer to last night	
4	Amend the Capital Improvement Program FY23 - FY33	Select Board	Presentation - Town Manager			
5	Amend the FY23 Budget	FINCOM	Presentation - Town Manager			
6	Approve Payment of Prior Year's Bills	Select Board	Presentation - Town Accountant	<i>to be tabled</i>		
7	Appropriate Funds into OPEB Irrevocable Trust	Select Board	Presentation - Town Accountant			
8	Move 40R funds into the Smart Growth Stabilization Funds	Select Board	Presentation - Town Accountant	<i>to be tabled</i>		
9	Approve Revolving Funds	Select Board	Presentation - Town Accountant	<i>Support from Counsel</i>		
10	Approve Affordable Housing Trust Fund Allocation Plan	Select Board	Presentation - Fidel Maltez	<i>to be tabled</i>		
11	Adopt FY24 Budget	FINCOM	Presentation - Town Manager & Town Accountant		*2nd night*	
12	Debt Authorization for Trash Barrels	Select Board	Presentation - Jane Kinsella	2/3 vote	FINCOM	
13	Debt Authorization for Birch Meadow Phase I	Select Board	Presentation - Jenna Fiorente	2/3 vote	FINCOM	
14	Debt Authorization for MWRA I/I Program (Phase 14)	Select Board	Presentation - Ryan Percival	2/3 vote	FINCOM	
15	Rescind Debt Authorization from Turf 2 by \$402,000	Select Board	Presentation - Fidel Maltez		FINCOM	
16	Modify Section 4.2 to the Town's General Bylaws,	Select Board	Presentation - Fidel Maltez			
17	Modify Dog Licensing Late Fees According to Section 8.8.2.1.6 to the Town's General Bylaws	Select Board	Presentation - Town Clerk		BYLAW	

18	Purchase of Real Property	Select Board	Presentation - Mark Dockser	
	Green Communities			
	Renewable Energy			
19	Surcharge	Select Board	Presentation - Fidel Maltez	
	Remove Town Meeting			defer to
20	Members	Select Board	Presentation - Town Clerk Laura Gemme	last night

COMMONWEALTH OF MASSACHUSETTS

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

By virtue of this Warrant, I _____, on _____, 2023 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 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 April 4, 2023, 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 in the following place designated for the eight precincts in said Town, namely:

Precincts 1, 2, 3, 4, 5, 6, 7 and 8
Reading Memorial High School, Hawkes Field House, Oakland Road

TUESDAY, the FOURTH DAY OF APRIL, A.D., 2023
from 7:00 a.m. to 8:00 p.m. to act on the following Articles, viz:

ARTICLE 1 To elect by ballot the following Town Officers:

A Moderator for one year;
Two members of the Select Board for three years;
Two members of the Board of Library Trustees for three years;
One members of the Municipal Light Board for three years;
Two members of the School Committee for three years;

Each of Reading's eight (8) precincts will elect eight (8) Town Meeting members for a three-year term.

Precinct 5 One (1) Town Meeting member for a two-year term;
Precinct 6 One (1) Town Meeting member for a one-year term;
Precinct 6 One (1) Town Meeting member for a two-year term;

and to meet at the Reading Memorial High School, 62 Oakland Road, in said Reading on

MONDAY, the TWENTY-FOURTH DAY of APRIL A.D., 2023

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 2 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

ARTICLE 3 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

ARTICLE 4 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

ARTICLE 5 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 25, 2022 and amended under Article 5 of the Subsequent Town Meeting of November 14, 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

ARTICLE 6 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

ARTICLE 7 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 for the purpose of funding the irrevocable trust for "Other Post-Employment Benefits Liabilities" or take any other action with respect thereto.

Select Board

ARTICLE 8 To see if the Town will vote to transfer funds received from the Commonwealth of Massachusetts in payment for development within the Town's 40R Smart Growth Zoning Districts from Free Cash into the Smart Growth Stabilization Fund; or take any other action with respect thereto.

ARTICLE 9 To see if the Town will vote to (1) establish the limit on the total amount that may be expended from each revolving fund established by Article 9 of the Town of Reading General Bylaw pursuant to Section 53E½ of Chapter 44 of the *Massachusetts General Laws* for the fiscal year beginning July 1, 2023; and (2) amend Section 6.5.2 of the General Bylaw, establishing the Inspection Revolving Fund, as shown below, with the deletions being in bold and struck through:

6.5.2 Inspection Revolving Fund

Funds held in the Inspection Revolving Fund shall be used for legal costs, oversight and inspection, plan review, property appraisals and appeals, public services general management, pedestrian safety improvements, records archiving, and other costs related to building, plumbing, wiring, gas, and other permits required for large construction projects and shall be expended by the Town Manager. Receipts credited to this fund shall include building, plumbing, wiring, gas and other permit fees for ~~the Schoolhouse Commons, The Metropolitan at Reading Station, Postmark Square, 20-24 Gould Street, 467 Main Street, Oaktree, Addison-Wesley/Pearson,~~ Johnson Woods, Eaton Lakeview (23-25 Lakeview Avenue and 128 Eaton Street), 258 Main Street, ~~267 Main Street,~~ 531 Main Street, 18-20 Woburn Street, 6-16 Chute Street (Green Tomato), 25 Haven Street (Rite Aid) and 459 Main Street (128 Tire) developments.

Or take any other action with respect thereto.

Select Board

ARTICLE 10 To see if the Town will vote to approve an Affordable Housing Trust Fund Allocation Plan pursuant to Chapter 140 of the Acts of 2001 entitled "AN ACT AUTHORIZING THE TOWN OF READING TO ESTABLISH AN AFFORDABLE HOUSING TRUST FUND," or take any other action with respect thereto.

Select Board

ARTICLE 11 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 for the operation of the Town and its government for Fiscal Year 2024 - beginning July 1, 2023, or take any other action with respect thereto.

Finance Committee

ARTICLE 12 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 acquisition, management, and distribution of rubbish and recycling barrels for residences currently on the municipal rubbish program, including the payment of any and all other costs incidental and related to thereto, or take any other action with respect thereto.

Select Board

ARTICLE 13 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 infrastructure improvements to the Birch Meadow Complex, including but not limited to, the reconstruction of Imagination Station, construction of a passive recreation walkway, installation of a bathroom structure, and the installation of a concrete practice wall, including the payment of any and all other costs incidental and related to thereto, or take any other action with respect thereto.

Select Board

ARTICLE 14 To see if the Town will vote to raise and appropriate, borrow, transfer from available funds, or otherwise provide a sum of money to pay costs of the construction and reconstruction of the sewer distribution system, including the payment of all incidental or related costs and to authorize the Town to apply for, accept and expend any federal or state grants that may be available for this project, or take any other action with respect thereto.

Select Board

ARTICLE 15 To see if the Town will vote to amend existing borrowing authorizations on unissued debt, in order to reduce the amount of borrowing so authorized in accordance with Section 20 of Chapter 44 of the Massachusetts General Laws, as follows:

Town Meeting Vote	Project	Total Debt Authorization	Reduction Amount	New Debt Authorization
April 22, 2019 Annual Town Meeting, Art. 15	Reading Memorial High School's Turf Field II Project	\$2,225,000	\$402,000	\$1,823,000

or take any other action with respect thereto.

Select Board

ARTICLE 16 To see if the Town will amend the General Bylaws, Article 4, Personnel, by striking Section 4.2.2 in its entirety and replacing the section with the following language:

4.2.2 Requirement of Medical Examination

The requirement for a medical examination prior to an employee's entrance on duty shall be governed by the applicable personnel policy, employment contract, or state or federal law.

or take any other action with respect thereto.

Select Board

ARTICLE 17 To see if the Town will vote pursuant to Section 8.8.2.1.6 of the General Bylaws, to establish the late fee for dog owners and keepers that fail to renew a license issued under Section 8.8.2.1 of the General Bylaws, by March 31, or by the first business day thereafter, at \$10 (TEN DOLLARS); or to take any other action with respect thereto.

Select Board

ARTICLE 18 To see if the Town will vote to:

- (1) Authorize the Select Board to acquire by gift, purchase, or eminent domain, _____ Street, Reading, shown as Assessor's Map Parcel _____, for general 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, borrow, transfer from available funds or otherwise provide a sum or sums of money for the purposes of (i) acquiring said _____ Street, including all incidental or related costs, such funds to be administered by the Select Board, and (ii) renovating said _____ Street, including the costs of engineering and architectural services and all incidental or related costs; provided, however, that this appropriation and debt authorization shall be contingent upon passage of a Proposition 2½ Debt Exclusion ballot question pursuant to M.G.L. c. 59, §21C(k);

Or take any other action with respect thereto.

Select Board

ARTICLE 19 To see if the Town will vote to adopt a mandatory charge per kilowatt-hour upon Reading Municipal Light Plant's electricity consumers located within the Town of Reading pursuant to Section 20(c) of Chapter 25 of the General Laws, for the purposes of qualifying the Town as a green community under Section 10 of Chapter 25A of the General Laws; or take any other action related thereto.

Select Board

ARTICLE 20 To see if the Town will vote, pursuant to Section 2-6 of the Reading Home Rule Charter, to declare the seats of certain Town Meeting Members to be vacant and remove certain described persons from their position as Town Meeting Members for failure to take the oath of office within 30 days following the notice of election or for failure to attend one-half or more of the Town Meeting sessions during the previous year, or take any other action with respect thereto.

Select Board

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 April 5, 2023, 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 _____, 2023.

Mark L Dockser, Chair

Karen Gately Herrick, Vice Chair

Chris Haley, Secretary

Carlo Bacci

Jacqueline McCarthy

SELECT BOARD OF READING

, Constable

ACKNOWLEDGEMENT OF FIRST EXTENSION OF TERM

Reference is made to the December 20, 2011, Lease Agreement (the “Lease”) between the Town of Reading, Massachusetts (the “Town”), and the Reading Ice Arena Authority, Inc. (the “Tenant”) as to the land and buildings at 51 Symonds Way, Reading, Massachusetts, and known as the *Nelson S. Burbank Ice Arena* (the “Premises”).

The parties hereby acknowledge that the Tenant has exercised its rights and has extended the Lease term for an additional ten (10) years, for a term running from February 24, 2023, to February 23, 2033, which it has the right to do pursuant to paragraph 2 of the Lease. There is a second right to extend for an additional ten years, which is a right reserved by the Tenant.

This is simply an acknowledgement and does not change the terms of the Lease or the current or future rights of the parties.

Signed and sealed on December ____, 2022.

Reading Ice Arena Authority, Inc.

By _____

Being a majority of
The Reading Select Board

Mark L. Dockser, Chair

Karen Gately Herrick, Vice Chair

Christopher Haley, Secretary

Carlo Bacci

Jacqueline McCarthy

February 21, 2023		Tuesday	
	Overview of Meeting	Dockser	7:00
	Public Comment	Board	7:05
	SB Liaison & Town Manager Reports	Board	7:15
	Presentation by Reading Open Land Trust	ROPL	7:20
Hearing	Change of Manager - Anthony's Coal Fired Pizza	Maltez	7:30
	Discussion on parking violation fees and potential changes	Board	7:45
Hearing	Presentation and discussion on Town Manager Recommended Budget for FY2024	Board	8:00
	Update fom Reading Climate Advisory Committee	Board	8:20
	Discuss and Vote Potential Lining Options for Sturges Park	Board	8:45
	Vote to Close Warrant for April Town Meeting	Board	8:45
	Update on Meadow Brook/Lot 5 Property and Proposed Usage	Board	9:00
	Discussion on a Strategic Plan for Reading	Board	9:30
	Discuss Future Agendas	Board	9:45
	Approve Meeting Minutes	Board	10:00
March 7, 2023		Tuesday	
	Overview of Meeting	Dockser	7:00
	Public Comment	Board	7:05
	SB Liaison & Town Manager Reports	Board	7:15
	Town Counsel Discussion	Board	7:30
	Town Accountant Financial Update	Board	8:00
	Vote to Appoint Town Accountant to a term July 2023 to June 2024	Board	8:30
	Quarterly EV Charging Station Update from RMLD	Board	8:40
	Vote to Accept Donation of Land, 0 Sanborn Lane	Board	8:45
	Discuss Future Agendas	Board	9:00
	Approve Meeting Minutes	Board	9:30
March 21, 2023		Tuesday	
	Overview of Meeting	Dockser	7:00
	Public Comment	Board	7:05
	SB Liaison & Town Manager Reports	Board	7:15
	Presentation from Economic Development Director on Parking Kiosk Roll-Out	Board	8:30
	Discuss Future Agendas	Board	9:00
	Approve Meeting Minutes	Board	9:30

April 4, 2023	TOWN ELECTION		
April 18, 2023		Tuesday	
April 24, 2023	ANNUAL TOWN MEETING		
April 27, 2023	ANNUAL TOWN MEETING		
May 1, 2023	ANNUAL TOWN MEETING		
May 4, 2023	ANNUAL TOWN MEETING		
May 9, 2023		Tuesday	
May 23, 2023		Tuesday	
June 6, 2023		Tuesday	
June 20, 2023		Tuesday	
July 18, 2023		Tuesday	
August 1, 2023		Tuesday	
August 22, 2023		Tuesday	
September 12, 2023		Tuesday	
September 26, 2023		Tuesday	
October 10, 2023		Tuesday	
October 24, 2023		Tuesday	
November 7, 2023		Tuesday	
November 13, 2023	SUBSEQUENT TOWN MEETING		
November 16, 2023	SUBSEQUENT TOWN MEETING		
November 20, 2023	SUBSEQUENT TOWN MEETING		
November 21, 2023		Tuesday	
Novmeber 27, 2023	SUBSEQUENT TOWN MEETING		
December 5, 2023		Tuesday	
	Vote to approve annual licenses (delegated to TM Office)		
	Vote to approve Liquor Licenses		
December 6, 2023		Wednesday	
	Department Budget Presentations		

December 12, 2023		Tuesday	
	Department Budget Presentations		
	Future Meetings - Agenda Items		
	VASC Policy Changes and Recommendations	VASC	
	Discuss Early Sunday Hours at Recreational Fields & Parks	Rec Comm	
	Discuss/Vote to adopt Birch Meadow Master Plan (discuss with Town Counsel in advance)	Rec Comm	
	Public Safety Quarterly updates	Board	
	Air BnB update	CPDC	
	Update on 186 Summer Ave / Review of Select Board role (consult with Town Counsel)	Town Counsel	
	Discuss Police Department Policies with respect to Police Reform Legislation & Department Accreditation	Board	
	Discuss and Approve Flag Policy	Board	
	Discuss Tree Lawn Pesticide Policy	BOH	
	Recurring Agenda Items		
	Close Warrant: Annual Town Meeting	March	3/1/2022
	Close Warrant: Subsequent Town	September	9/27/2022
	Appoint Town Accountant	March	Annual
HEARING	Approve Classification &	May	Annual
	Appointments of Boards & Committees	May/June	Annual
HEARING	Approve Tax Classification	October	Annual
HEARING	Approve Licenses	December	Annual
	Liaison: RCTV members Report		Annual
	Liaison: CAB (RMLD) member Report		Annual
	Liaison: MAPC member Report		Annual
	Liaison: Reading Housing Authority		Annual
	Liaison: Reading Ice Arena Report		Annual
	Town Accountant Report		Qtrly
	Economic Development Director		Semi-ann
	Parking/Traffic/Transportation Task		
	Town Board & Committee visits		
	Town Department visits		
	Review Select Board Goals		
	Review Town Manager Goals		

Select Board Draft Minutes

January 24th, 2023

Liaison Reports

McCarthy thanked DPW staff for all their hard work during the recent snow storms. She also thanked Jean Delios for all her hard work as she is retiring next week. She also noted a very inspirational MLK Day event. The Board of Health started discussion about a vendor to complete a community needs assessment. They are also updating tobacco regulations to comply with new state laws. She attended the MMA Annual Conference last week. RMLD announced a 9% rate increase. There are upcoming covid and flu vaccines as well as a Narcan training.

Herrick noted our fuel stabilization fund is at \$6.9M. Conservation commission is reviewing the design of lot 5 tomorrow. The Climate Advisory Committee needs members. She also attended the MMA conference.

Haley reminded everyone of the public forum to discuss the senior center on January 31st.

Bacci echoed McCarthy's comments about a great MLK Day celebration. He noted SWEC met last week and got a presentation by Weston and Sampson in which they informed the committee there is about 2 acres of usable land to build on. Winterfest will be held again on March 9th this year. The pickleball community is putting together a nonprofit to raise money. They will hold an event at the fieldhouse on the 11th and they will be advertising more soon.

Dockser echoed previous comments about MLK Day. The Office of Social Justice and Equity holds open meetings with a committee called PAIR; great opportunity to get involved to help Reading become more inclusive. The Pleasant Street Center held a lunch and learn and talked about the survey that was held in regards to the senior center. Dockser will be holding office hours on February 8th and

Town Manager Report

Fidel noted they have signed off on all documents in regards to the feasibility study for the MSBA program. School Committee is voting on their budget on the 26th and FINCOM will see the town budget in February. He noted Town Meeting is at 17 articles at the moment. He noted DPW will be coming to the board soon about trash barrels.

MWRA Debt Authorization

Town Treasurer Diane Morabito noted this borrowing was approved at Town Meeting and is needed to complete Phase I of the downtown water main project. It is a 10-year, interest free loan. Bond Counsel has reviewed the articles and provided their approval, the board must now vote and approve the water bond and the closing certificate.

Haley moved: I, the Clerk of the Select Board of the Town Of Reading, Massachusetts, certify, that at a meeting of the board held January 24, 2023, of which meeting all members of the board were duly notified and at which a quorum was present, the following votes were unanimously passed, all of which appear upon the official record of the board in my custody...

Bacci moved to suspend the reading of the motion; with a second from McCarthy the vote passed with a 5-0 vote.

Herrick moved to authorize Haley to sign on behalf of the board. McCarthy seconded the motion and the vote passed 5-0.

Housing Production Plan

Maltez noted the final version of the housing production plan was in the packet. This version includes all comments and suggestions made by the board at the last meeting.

Haley moved to approve the Town of Reading Housing Production Plan as presented. The motion was seconded by Herrick and approved with a 5-0 vote.

Town Manager Annual Review

All board members and town staff provided a review of the past year for the Town Manager. Their comments and ratings are in the Select Board packet on the town website for viewing. Each board member took a minute to summarize their review for the Town Manager with the consensus of the board being very positive about Maltez's first year here.

Executive Session

Haley moved to enter executive session under Purpose 2 to conduct strategy session in preparation for contract negotiations with Town Manager Fidel Maltez and conduct contract negotiations with Town Manager Fidel Maltez, to invite Town Counsel Ivria Fried and Executive Assistant Caitlin Nocella to attend the session, and to return to open session for purposes of continuing on with the meeting after the conclusion of the executive session. The motion was seconded by Herrick and approved with a unanimous roll call vote.

Town Manager Fidel Maltez left the meeting.

The board returned to open session at 8:45PM.

Discuss Responses to RFP

Fidel showed the board the presentation that was given at the lunch and learn which outlines some options for different spaces for a new senior center. The board discussed the different options and some of the responses they have heard from the seniors. The cheapest option by far is buying and renovating the Walgreens building.

At 9:05 PM Haley moved to enter under Purpose 6 to consider the purchase, exchange, lease, or value of 25 Haven Street and 17 Harnden Street, as the Chair declares that an open meeting could have a detrimental effect on the bargaining position of the body, to invite Town Counsel Ivria Fried, and Jennie Merrill, Town Manager Fidel Maltez and Executive Assistant Caitlin Nocella to attend the executive session, and to return to open session for purposes of continuing on with the meeting after the conclusion of the executive session, including potential continuation of the open session agenda topic on the RFP responses. The motion was seconded by Herrick and approved with a unanimous roll call vote.

The board returned to open session again at 10:00 PM.

Future Agendas

The board discussed future agenda items.

Minutes

The board edited past meeting minutes.

Haley moved to approve the meeting minutes from December 13th, 2022 as amended. The motion was seconded by Herrick and approved with a 5-0 vote.

Haley moved to approve the meeting minutes from January 10th, 2023 as written. The motion was seconded by McCarthy and approved with a 5-0 vote.

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

REAL PROPERTY (NON-PRICE) PROPOSAL

A. Letter of Transmittal – Town of Reading RFP #23-19

RFP Respondent: JALA HOSPITALITY LLC

Viral Patel is the person signing the proposal on behalf of the RFP Respondent.

I, Viral Patel, expressly give my permission for Azad Legacy Partners (Robert Parsekian, Ketan H. Patel, Charles P. Minasian, and Timothy K. Macrae) to negotiate and communicate with the Town and its representatives regarding this RFP and all matters relating to 17 Harnden Street.

This Proposal is effective for ninety (90) calendar days from the opening of Proposals (on Monday, January 23, 2022, which date is April 23, 2022).

Sincerely,

Viral Patel



- I. Price Proposal (**attached - pg. 8 of document**)
- II. Real Property (NON-PRICE) Proposal
 - a. Letter of Transmittal (**attached - pg. 1**)
 - b. Proposal (**attached - pg. 3**)

REAL PROPERTY (NON-PRICE) PROPOSAL

1. Description of the property

- a) **A full legal description of the property, with a complete address, and the ownership interest of the RFP Respondent in the property**

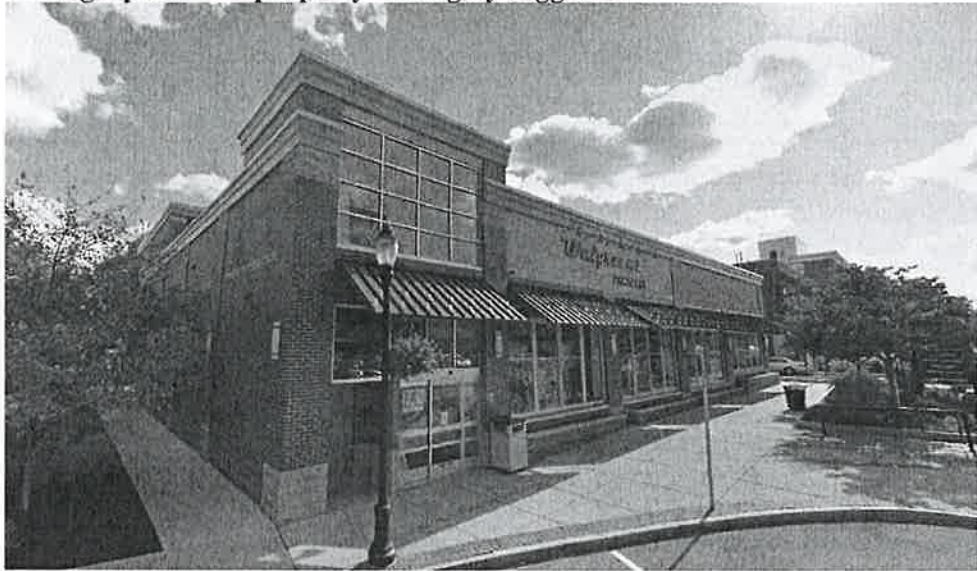
The land with the buildings thereon, situated in Reading, Middlesex County, Massachusetts and being shown as Parcel 1 on a plan entitled "ANR Plan Prepared for McGriff Reading, LLC, Harnden & Pleasant St., Reading, Massachusetts" prepared by Fuss & O'Neil Inc., dated June 12, 2006 and recorded with Middlesex South District Registry of Deeds as Plan 926 of 2006.

Together with the benefit of the easements as set forth in the deed from McGriff Reading, LLC dated July 21, 2006 and recorded with said Registry in Book 47854, Page 122A summary of the property (with descriptions of location, building systems, parking, access to highways, etc.)

- b) **Summary of the property**

The property is conveniently located in the middle of Town on the northeast corner of Pleasant and Main Street, across the street from the Town Hall and Town Common. The building, originally constructed for Walgreens in 2006, contains 9,786 SF of mostly open space on the first floor, as well as 4,796 SF of space on the second-floor mezzanine level.

- c) **Photographs of the property are highly suggested**



- d) **The RFP Respondent shall also include reasonable times when the property will be available for the Town to view**

Please contact Tim Macrae at tim@azadlegacy.com (please cc bob@azadlegacy.com) or by calling (513) 833-6088 to schedule a showing.

2. Certificates

- a) A fully executed Certificate of Non-Collusion - EXHIBIT 2 (M.G.L. c.30B, §10) (Attached)
- b) A fully executed Certificate of Tax Compliance - EXHIBIT 3 (M.G.L. c.62C, §49A) (Attached)
- c) A fully executed Certificate of Corporate Authority - EXHIBIT 4, *if applicable* (Not Applicable)
- d) A fully executed Certificate of Non-Debarment - EXHIBIT 5 (Attached)
- e) A fully executed Disclosure Statement for Transaction with a Public Agency Concerning Real Property - EXHIBIT 6 (M.G.L. c.7C, §38) (Attached)
- f) ~~A fully executed certification of compliance with:~~
 - ~~Conflict of Interest (M.G.L. c.268A)~~
 - ~~Unlawful Discrimination (M.G.L. c.151B)~~
 - ~~Pending Litigation (M.G.L. c.184, §15)~~*Disregarded per Addendum #1 - 9/8/2022*

3. Minimum Evaluation Criteria

A statement of compliance with the Minimum Evaluation Criteria Responses

The property complies with the Minimum Evaluation Criteria.

4. Comparative Evaluation Criteria

Completed Evaluation Criteria Responses

(Attached)

5. Completed Client List and Reference Form

Disregarded per Addendum #1 - 9/8/2022

~~6. Certificate of insurability from an insurance company that is licensed to do business in the Commonwealth of Massachusetts indicating that all the provisions of the specifications can be met~~

Disregarded per Addendum #1 - 9/8/2022

7. Primary Contact Information

The name, address, telephone number and email address of the individual submitting the Proposal who will serve as the organization's primary contact with the Town of Reading

Robert Parsekian
(617) 615-9691
bob@azadlegacy.com
C/O Azad Legacy Partners
131 Hartwell Avenue
Lexington, MA 02421

On behalf of:

Viral Patel
(718) 909-7761
vince@jalamgt.com

Jala Hospitality LLC
PO Box 137
Saddle River, NJ 07458

8. A statement of any legal proceedings

Pending or concluded within the past six (6) years relating to the leasing or purchasing of the proposed property

None.

Minimum Evaluation Criteria

1. Location of Property

17 Harnden Street, Reading, MA 01867

The land with the buildings thereon, situated in Reading, Middlesex County, Massachusetts and being shown as Parcel 1 on a plan entitled "ANR Plan Prepared for McGriff Reading, LLC, Harnden & Pleasant St., Reading, Massachusetts" prepared by Fuss & O'Neil Inc., dated June 12, 2006 and recorded with Middlesex South District Registry of Deeds as Plan 926 of 2006.

Together with the benefit of the easements as set forth in the deed from McGriff Reading, LLC dated July 21, 2006 and recorded with said Registry in Book 47854, Page 122

2. Required Materials

Proposals must include all due diligence materials prior to the Town's determination of suitability of the proposed properties and acceptance of due diligence materials shall be at the Town's sole discretion. Such materials shall include but not be limited to septic or wastewater capacity, asbestos surveys, lead based paint disclosures, mechanical, electrical, and plumbing reports.

Additional Due Diligence materials shall be provided upon signing of a Purchase and Sale Agreement.

3. Purchase of Land

a. *Property Suitable for Desired Building*

Advantageous (building size) **Passable** (property size)– The building is approximately 14,582 net rentable square feet (9,786 SF first floor, 4,796 SF mezzanine). The parcel is 15,103 SF or 0.35 acres. While the parcel itself doesn't contain much outdoor space, the building is across the street the Town Common.

Land Parcels:

M: 22 L:70 – 17 Harnden Street

M: 22 L:72 – 0 Harnden Street

M:22 l:70 – 26 Pleasant Street

b. *Parking*

Highly Advantageous – The property contains 6 parking spaces as well as an easement with the adjacent lot with a total of 32 parking spaces.

c. *Property Location*

Highly Advantageous – the property is across the street from the Town Common/Town Hall and is located within the Business B (Bus B) zoning district. It is also located within the Downtown Smart Growth District (DSGD) overlay.

4. Purchase of a Building with Appurtenant Parking

a. *Minimum Criteria*

The building can be retrofitted to meet all building code requirements.

b. *Building Criteria*

Passable – the building contains more than 10,000 square feet with possible expansion.

c. *Parking*

Highly Advantageous- as described in subsection b of section 3 above.

d. *Property Location*

Highly Advantageous – as described in subsection c of section 3 above.

e. *Outdoor Space*

Passable – as described in subsection a of section 3 above – the property doesn't contain much usable outdoor space of its own but is very close to the Town Common which is across the street.

f. *Entrance*

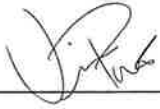
Highly Advantageous – the entry is visible from the street and the building contains a canopy.

g. *Net Zero Energy (NZE) Design*

Unknown as to the NZE design specifications of the building.

EXHIBIT 2 - CERTIFICATE OF NON-COLLUSION

The undersigned certifies under penalties of perjury that the bid or proposal submitted relative to this project is in all respects bona fide, fair and made without collusion or fraud with any other person, joint venture, partnership, corporation or other business or legal entity.



Signature

Viral Patel

Name (Person signing Proposal)

JALA HOSPITALITY LLC

(Company)

1/3/23

(Date)

EXHIBIT 3 - CERTIFICATION AS TO PAYMENT OF TAXES

Pursuant to G.L. c.62C, § 49A, I, Jala Hospitality LLC, hereby certify under the pains and penalties of perjury that Viral Patel (RFP Respondent) has complied with all laws of the Commonwealth of Massachusetts relating to the payment of taxes and has filed all state tax returns and paid all State taxes required under law.

1/3/23

Date



Signature of Authorized
Representative of RFP Respondent

27-2199459

Federal ID Number of Contractor

Authorized Person

Title

EXHIBIT 4 – CERTIFICATE OF VOTE
(to be filed if Contractor is a Corporation)

I, _____, hereby certify that I am the duly qualified
(Secretary of the Corporation)

and acting Secretary of _____ and I further certify that a meeting of the
(Name of Corporation)

Directors of said Company, duly called and held on _____, at which
(Date of Meeting)

all Directors were present and voting, the following vote was unanimously passed:

VOTED: To authorize and empower

Anyone acting singly, to execute Forms of General Bid, Contracts or Bonds on behalf of the Corporation.

I further certify that the above vote is still in effect and has not been changed or modified in any respect.

By: _____
(Secretary of Corporation)

A True Copy:

Attest: _____
(Notary Public)

My Commission Expires: _____
(Date)

EXHIBIT 5 – CERTIFICATE OF NON-DEBARMENT

BIDDER, NOTE: Should your response to this solicitation amount to or exceed \$25,000 the certification below must be executed and returned with your response. No award amounting to \$25,000 or more can be made as a result of this solicitation unless the certification is executed and returned to the Buyer (FAR 52.209-6). Seller hereby certifies that it and its principals are not debarred, suspended or proposed for debarment by the Federal Government. Seller agrees to notify Town of Reading in the event it becomes debarred, suspended or otherwise ineligible for any federal program during the performance of any effort under a Town of Reading purchase order or subcontract.

JALA HOSPITALITY LLC
COMPANY NAME

47 Hearthstone Court, Upper Saddle River, NJ 07458
CITY, STATE, ZIP

*Note, mailing address for communication purposes:
Jala Hospitality LLC
PO Box 137
Saddle River, NJ 07458



AUTHORIZED SIGNATURE

Viral Patel
TYPED/PRINTED NAME

Authorized Person
TITLE

1/3/23
DATE

EXHIBIT 6 – REAL ESTATE DISCLOSURE STATEMENT

DISCLOSURE STATEMENT FOR TRANSACTION WITH A PUBLIC AGENCY CONCERNING REAL PROPERTY M.G.L. c. 7C, s. 38 (formerly M.G.L. c. 7, s. 40J)

Disclosure Statement for Transaction with a Public Agency Concerning Real Property
Required disclosures of beneficial interests in real property transactions required by M.G.L. c. 7C, § 38, should be made using the DCAMM form available at the following website address:
www.mass.gov/anf/docs/dcam/dlforms/forms/real-estate-transaction-disclosure-instructions-and-form.pdf

INSTRUCTION SHEET

NOTE: The Division of Capital Asset Management and Maintenance (DCAMM) shall have no responsibility for insuring that the Disclosure Statement has been properly completed as required by law. Acceptance by DCAMM of a Disclosure Statement for filing does not constitute DCAMM’s approval of this Disclosure Statement or the information contained therein. Please carefully read M.G.L. c. 7C, s. 38 which is reprinted in Section 8 of this Disclosure Statement.

Section (1): Identify the real property, including its street address, and city or town. If there is no street address then identify the property in some other manner such as the nearest cross street and its tax assessors’ parcel number.

Section (2): Identify the type of transaction to which this Disclosure Statement pertains --such as a sale, purchase, lease, etc.

Section (3): Insert the exact legal name of the Public Agency participating in this Transaction with the Disclosing Party. The Public Agency may be a Department of the Commonwealth of Massachusetts, or some other public entity. Please do not abbreviate.

Section (4): Insert the exact legal name of the Disclosing Party. Indicate whether the Disclosing Party is an individual, tenants in common, tenants by the entirety, corporation, general partnership, limited partnership, LLC, or other entity. If the Disclosing Party is the trustees of a trust then identify the trustees by name, indicate that they are trustees, and add the name of the trust.

Section (5): Indicate the role of the Disclosing Party in the transaction by checking one of the blanks. If the Disclosing Party’s role in the transaction is not covered by one of the listed roles then describe the role in words.

Section (6): List the names and addresses of every legal entity and every natural person that has or will have a direct or indirect beneficial interest in the real property. The only exceptions are those stated in the first paragraph of the statute that is reprinted in Section 8 of this Disclosure Statement. If the Disclosing Party is another public entity such as a city or town, insert “inhabitants of the (name of public entity).” If the Disclosing Party is a non-profit with no individual persons having any beneficial interest then indicate the purpose or type of the non-profit entity. If additional space is needed, please attach a separate sheet and incorporate it by reference into Section 6.

Section (7): Check “NONE” in the box if none of the persons mentioned in Section 6 is employed by DCAMM or an official elected to public office in the Commonwealth of Massachusetts. Otherwise list any parties disclosed in Section 6 that are employees of DCAMM or an official elected to public office.

Section (8): The individual signing this statement on behalf of the Disclosing Party acknowledges that he/she has

read the included provisions of Chapter 7C, Section 38 (formerly Chapter 7, Section 40J) of the General Laws of Massachusetts.

Section (9): Make sure that this Disclosure Statement is signed by all required parties. If the Disclosing Party is a corporation, please make sure that this Disclosure Statement is signed by a duly authorized officer of the corporation as required by the statute reprinted in Section 8 of this Disclosure Statement.

DCAMM's acceptance of a statement for filing does not signify any opinion by DCAMM that the statement complies with applicable law.

This completed and signed Disclosure Statement should be mailed or otherwise

delivered to: Deputy Commissioner for Real Estate
Division of Capital Asset Management and
Maintenance One Ashburton Place, 15th Floor,
Boston, MA 02108

The undersigned party to a real property transaction with a public agency hereby discloses and certifies, under pains and penalties of perjury, the following information as required by law:

(1) REAL PROPERTY:

17 Harnden Street, Reading, MA 01867

(2) TYPE OF TRANSACTION, AGREEMENT, or DOCUMENT:

Purchase and Sale Agreement

(3) PUBLIC AGENCY PARTICIPATING in TRANSACTION:

Town of Reading

(4) DISCLOSING PARTY'S NAME AND TYPE OF ENTITY:

Jala Hospitality LLC, a New Jersey limited liability company

(5) ROLE OF DISCLOSING PARTY (Check appropriate role):

Lessor/Landlord

Lessee/Tenant

Seller/Grantor

Buyer/Grantee

Other (Please describe): _____

(6) The names and addresses of all persons and individuals who have or will have a direct or indirect beneficial interest in the real property excluding only 1) a stockholder of a corporation the stock of which is listed for sale to the general public with the securities and exchange commission, if such stockholder holds less than ten per cent of the outstanding stock entitled to vote at the annual meeting of such corporation or 2) an owner of a time share that has an interest in a leasehold condominium meeting all of the

specified in M.G.L. c. 7C, s. 38, are hereby disclosed as follows (attach additional pages if necessary):

NAME

RESIDENCE

Viral Patel

PO Box 137, Saddle River, NJ 07458

- (7) None of the above- named persons is an employee of the Division of Capital Asset Management and Maintenance or an official elected to public office in the Commonwealth of Massachusetts, except as listed below (Check "NONE" if NONE):

NONE

NAME:

POSITION:

- (8) The individual signing this statement on behalf of the above-named party acknowledges that he/she has read the following provisions of Chapter 7C, Section 38 (formerly Chapter 7, Section 40J) of the General Laws of Massachusetts:

No agreement to rent or to sell real property to or to rent or purchase real property from a public agency, and no renewal or extension of such agreement, shall be valid and no payment shall be made to the lessor or seller of such property unless a statement, signed, under the penalties of perjury, has been filed by the lessor, lessee, seller or purchaser, and in the case of a corporation by a duly authorized officer thereof giving the true names and addresses of all persons who have or will have a direct or indirect beneficial interest in said property with the commissioner of capital asset management and maintenance. The provisions of this section shall not apply to any stockholder of a corporation the stock of which is listed for sale to the general public with the securities and exchange commission, if such stockholder holds less than ten per cent of the outstanding stock entitled to vote at the annual meeting of such corporation. In the case of an agreement to rent property from a public agency where the lessee's interest is held by the organization of unit owners of a leasehold condominium created under chapter one hundred and eighty-three A, and time-shares are created in the leasehold condominium under chapter one hundred and eighty-three B, the provisions of this section shall not apply to an owner of a time-share in the leasehold condominium who (i) acquires the time-share on or after a bona fide arms length transfer of such time-share made after the rental agreement with the public agency is executed and (ii) who holds less than three percent of the votes entitled to vote at the annual meeting of such organization of unit owners. A disclosure statement shall also be made in writing, under penalty of perjury, during the term of a rental agreement in case of any change of interest in such property, as provided for above, within thirty days of such change.

Any official elected to public office in the commonwealth, or any employee of the division of capital asset management and maintenance disclosing beneficial interest in real property pursuant to this section, shall identify his position as part of the disclosure statement. The commissioner shall notify the state ethics commission of such names, and shall make copies of any and all disclosure statements received available to the state ethics commission upon request.

The commissioner shall keep a copy of each disclosure statement received available for public inspection during regular business hours.

(9) This Disclosure Statement is hereby signed under penalties of perjury.

Jala Hospitality LLC

PRINT NAME OF DISCLOSING PARTY (from Section 4, above)



1/3/23

AUTHORIZED SIGNATURE of DISCLOSING PARTY DATE (MM / DD / YYYY)

Viral Patel, Authorized Person

PRINT NAME & TITLE of AUTHORIZED SIGNER

25 HAVEN STREET LLC

611 Salem Street
Wakefield, Massachusetts 01880
(781) 572-3033

January 23, 2023

Clerk's Office, 1st Floor
Town of Reading
Attn: Allison Jenkins, 23-19 Proposal
16 Lowell Street
Reading, MA 01867

RE: Proposal in response to Town of Reading RFP #23-19-RFP
25 Haven Street, Reading, Massachusetts (Assessor's Map 16, Lot 309)

Dear Sir or Madam:

I am the manager of 25 Haven Street LLC, which owns the property at 25 Haven Street in Reading (the "Property"). I submit this Proposal in response to the Town of Reading's RFP #23-19-RFP.

The enclosed Proposal shall be binding for ninety (90) calendar days after the Town's opening of proposals.

You are also authorized to speak with my attorney, Joshua E. Latham, Esq. of Latham Law Offices LLC, with regards to any aspect of this Proposal.

Respectfully,

25 Haven Street LLC



Walderi Lima, Manager

TOWN OF READING RFP 23-19 NON-PRICE PROPOSAL

1. Description of the Property

Location of Property

The property being offered for sale is located at 25 Haven Street in Reading, Massachusetts (the “Property”). It is identified on Town of Reading Assessor’s Tax Map 16 as Lot 309. The Proponent owns 100% of fee title to the Property.

Legal Description

The land situated on Haven Street, in Reading, Middlesex County, Massachusetts bounded and described as follows:

Southerly by Green Street, one hundred thirty-two and 05/100 feet;

Southwesterly by Lot B as shown on plan hereinafter mentioned, ninety-two and 99/100 feet;

Northwesterly by the Southwesterly line of Haven Street, one hundred eighty-six and 78/100 feet;

Easterly by land now or formerly of John D. Canty et al., and by land now or formerly of Leonard Fowle et al., Trustees, one hundred sixty-five and 16/100 feet.

Said parcel is shown as Lot A on said plan.

All of said boundaries are determined by the Court to be located as shown on a subdivision plan, as approved by the Court, filed in the Land Registration Office, a copy of which is filed in the Registry of Deeds for the South Registry District of Middlesex County in Registration Book 335, Page 121 with Certificate 50082, Plan No. 6084B.

For Proponent’s title see the deed dated April 30, 2020 and filed with the Middlesex South Land Registration Office as Document No. 1841175 with Certificate of Title No. 273095. Copy enclosed.

Summary of the Property

The Property sits at the westerly end of Haven Street and lies between Haven Street to its north and Green Street to its south. The Property has curb cuts on to both streets. The lot has an area of 18,935 square feet, with 172.77 feet of frontage on Haven Street and 132.05 feet on Green Street. The Property abuts commercial properties to its east at 1 Haven Street and west at 51 Haven Street, and a single-family home (within the Business B District) at 12 Green Street. Across Haven Street are the offices at 2 Haven Street and the mixed-use, 40R property at 26 Haven Street. Across Green Street are two auto repair facilities at 17 High Street and 21 High Street. The Site is within 200’ of the Reading Depot MBTA Commuter Rail and Bus Station.

TOWN OF READING RFP 23-19 NON-PRICE PROPOSAL

The Property is improved with an existing one-story, approximately 7,950 square foot commercial building (the “Building”) together with a paved parking lot containing 18 parking spaces and landscaped areas. The Building was originally a Reading Municipal Light Department building, converted in the mid-1990s for use as a pharmacy retail store. The Building is listed on the Town of Reading Historical Inventory. The Property is vacant.

Enclosed is a survey plan of the existing conditions entitled “*Preliminary Subdivision Plan Existing Conditions Reading, Mass.*” prepared by Hayes Engineering, Inc. dated April 29, 2022.

Viewing Access

The Proponent is available to schedule viewings on 72 hours’ prior notice, or at such other mutually agreeable dates and times dependent on the nature of the proposed access, number of visitors proposed, and other specific circumstances of the request.

Enclosures:

1. Proponent’s Deed
2. Land Court Plan No. 6084B
3. Plan entitled “*Preliminary Subdivision Plan Existing Conditions Reading, Mass.*” prepared by Hayes Engineering, Inc. dated April 29, 2022
4. Photographs and Site History

ENCLOSURE 1

Proponent's Deed

2



Bk: 1557 Pg: 74 Cert#: 273095
Doc: DEED 05/01/2020 02:43 PM

QUITCLAIM DEED

name #
1838335

BRE-25 Haven, LLC, a Massachusetts Limited Liability Company with a principal address of 51 Main Street, Stoneham, Middlesex County, Massachusetts, for consideration paid, and in full consideration of Two Million Two Hundred Twenty-Five Thousand no/100 (\$2,225,000.00) Dollars

Grants to 25 Haven Street LLC, a Massachusetts Limited Liability Company with a principal address of 25 Haven Street, Reading, Middlesex County, Massachusetts

with QUITCLAIM COVENANTS

The land situated on Haven Street, in Reading, Middlesex County, Massachusetts bounded and described as follows:

Southerly by Green Street, one hundred thirty-two and 05/100 feet;

Southwesterly by Lot B as shown on plan hereinafter mentioned, ninety-two and 99/100 feet;

Northwesterly by the Southwesterly line of Haven Street, one hundred eighty-six and 78/100 feet;

Easterly by land now or formerly of John D. Canty et al, and by land now or formerly of Leonard Fowle et al, Trustees, one hundred sixty-five and 16/100 feet.

Said parcel is shown as Lot A on said plan.

All of said boundaries are determined by the Court to be located as shown on a subdivision plan, as approved by the Court, filed in the Land Registration Office, a copy of which is filed in the Registry of Deeds for the South Registry District of Middlesex County in Registration Book 335, Page 121 with Certificate 50082, Plan No. 6084B.

So much of the above described land as is included in a strip of land eleven inches wide lying Southeasterly of and adjacent to the Southeasterly line of Haven Street, the Southeasterly line of said strip being extended Southwesterly to intersect with the curved line of the junction of High and Haven Streets and extended Northeasterly to intersect

Address of Locus: 25 Haven Street, Reading, Massachusetts

Cicatelli & Cicatelli
266 Main Street
Stoneham, MA 02180

271258
1548-15

MASSACHUSETTS EXCISE TAX
Southern Middlesex District ROD # 001
Date: 05/01/2020 02:43 PM
Ctrl# 317514 31545 Doc# 01841175
Fee: \$10,146.00 Cons: \$2,225,000.00

with the Southeasterly line of Haven Street is subject to the right of the public to use the same as a part of Haven Street.

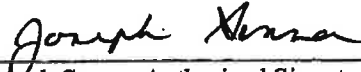
The above described Lot is conveyed together with benefit of and subject to all other rights, easements, restrictions and other matters of record.

The sale of the within described property is being made within the usual course of business of the Limited Liability Company and does not represent a sale of all or substantially all of the assets of said Limited Liability Company in the Commonwealth of Massachusetts.

For grantor's title, see deed of Walgreen Eastern Co. Inc. dated August 8, 2019, duly recorded in the Middlesex South District Registry of Deeds, Division of Land Court with Certificate of Title No. 271258 as Document No. 01820661.

Executed as a sealed instrument this 30th day of April, 2020.

BRE-25 Haven, LLC



 Joseph Senna, Authorized Signatory


COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, SS

APRIL 30, 2020

On this 30th day of April, 2020, before me, the undersigned notary public, personally appeared Joseph Senna, Authorized Signatory, as aforesaid, proved to me through satisfactory evidence of identification, which was a driver's license, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.





 Steven L. Cicatelli
 Notary Public
 My Commission Expires: 7/8/2022

DOCUMENT 01841175

Southern Middlesex Land Court
REGISTRY DISTRICT
RECEIVED FOR REGISTRATION

On: May 01, 2020 at 02:43P

Document Fee: 155.00
Receipt Total: \$10,406.00

NEW: CERT 273095 BK 01557 Pg 74
OLD: CERT 271258 BK 1548 Pg 15

ENCLOSURE 2

Land Court Plan No. 6084B

Subdivision of Land shown on plan 6084 A

6084 B

Filed with Cert. of Title No. 7944 South Registry District of Middlesex County.

LAND IN READING

NOVEMBER 1941

H. Kingman Abbott, C.E.

Middlesex South Registry District
APR 10 1942
RECEIVED FOR REGISTRATION
9 O'CLOCK
Jd. 1.00.

STREET

John D. Canty et al.

Leonard Fowle et al.
Trustees

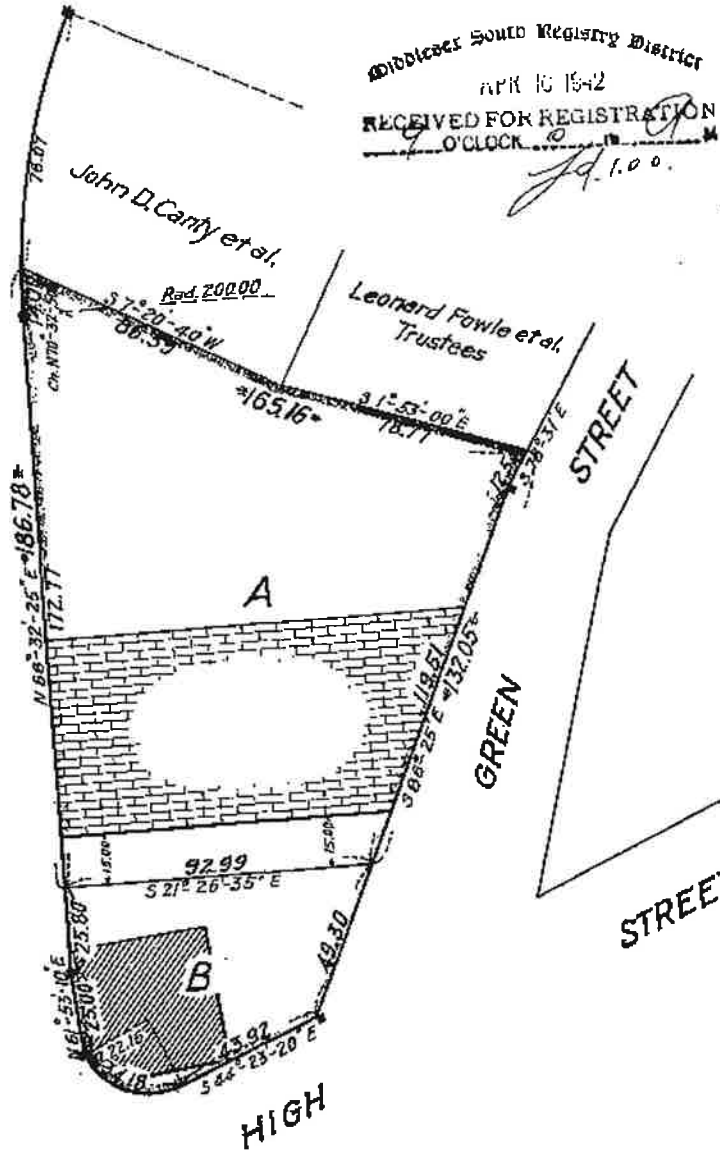
HAVEN

STREET

GREEN

STREET

HIGH



Town of Reading, Owner. Cert. 44966

Separate certificates of title may be issued
for lots A and B as shown hereon
By the Court

Nov. 25, 1941

Recorder.

Charles Southworth
Recorder.

Copy of part of plan
120' to
LAND REGISTRATION OFFICE
NOV. 25, 1941
Scale of this plan 40 feet to an inch
C.B. Humphrey, Engineer for Court.

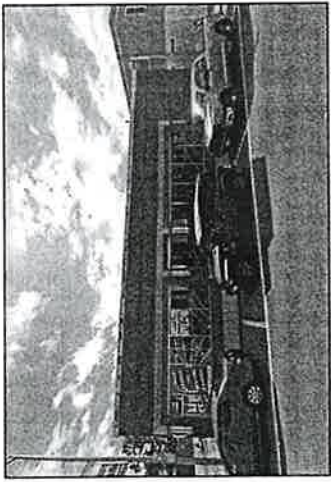
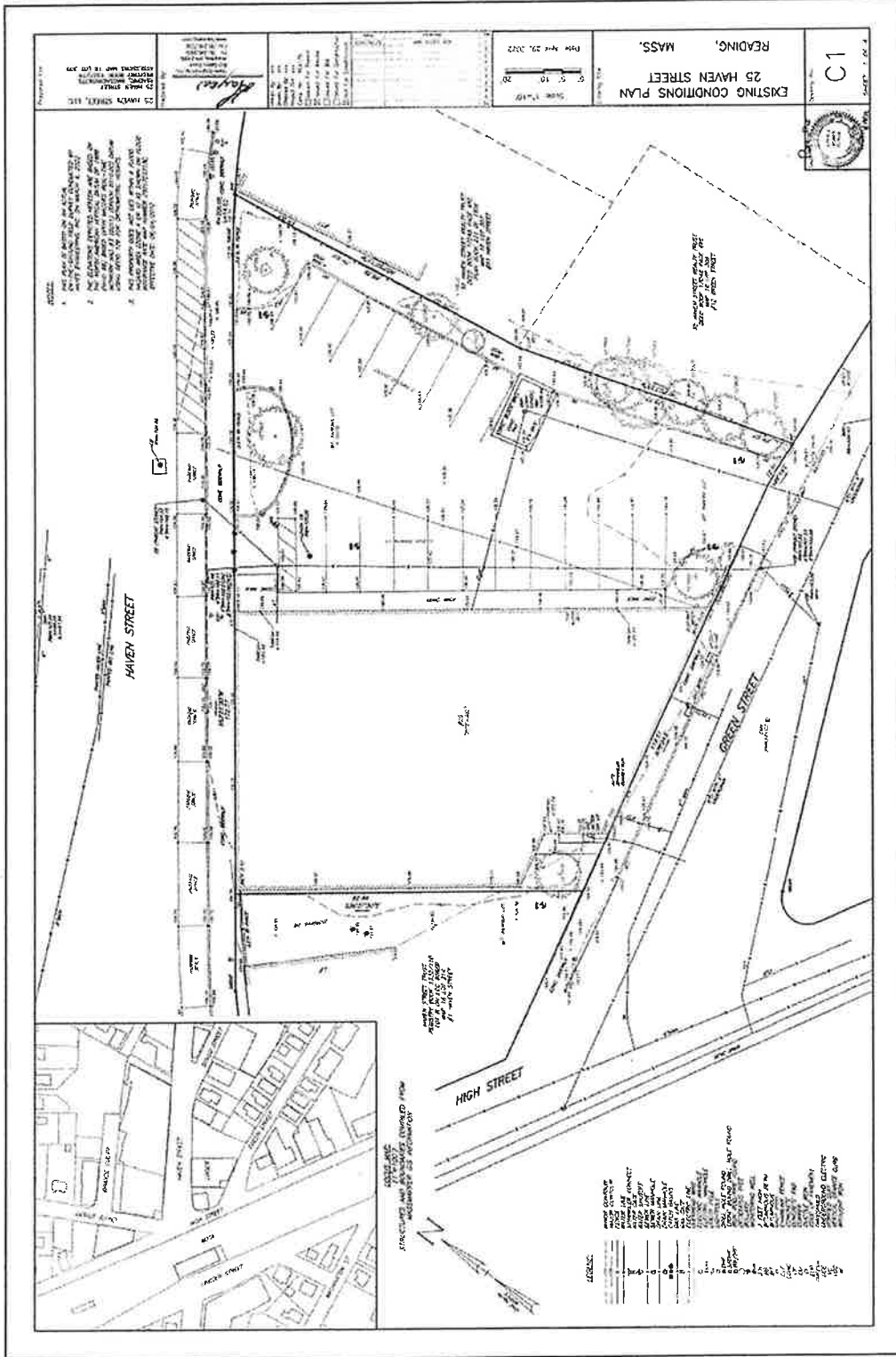
ENCLOSURE 3

Existing Conditions Plan

ENCLOSURE 4

Photographs and Site History

25 HAVEN STREET: Existing Conditions



Zoning Table – Existing

District: BUS-B; DSDG

Lot Area: 18,935 SF

Frontage: 172.77' Haven St
 132.05' Green St

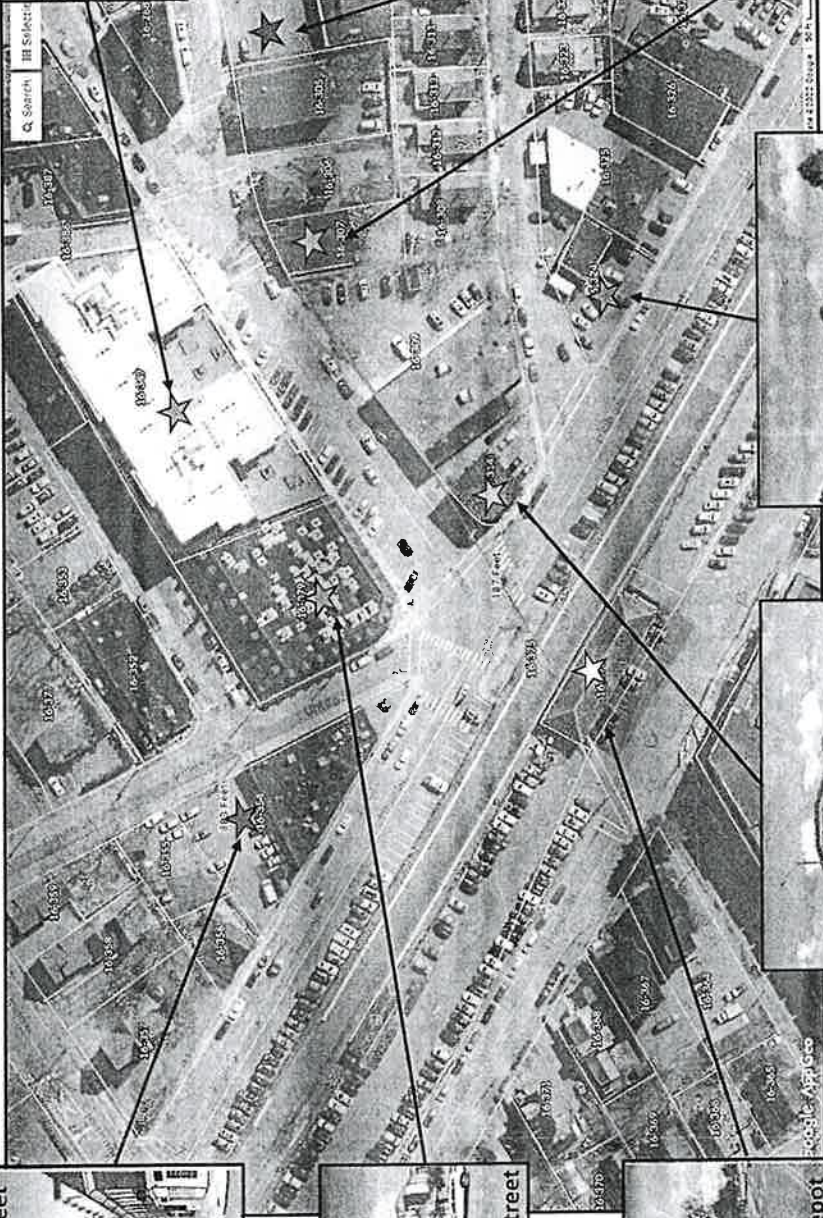
Parking: 18 Spaces

Front Yd: 0'

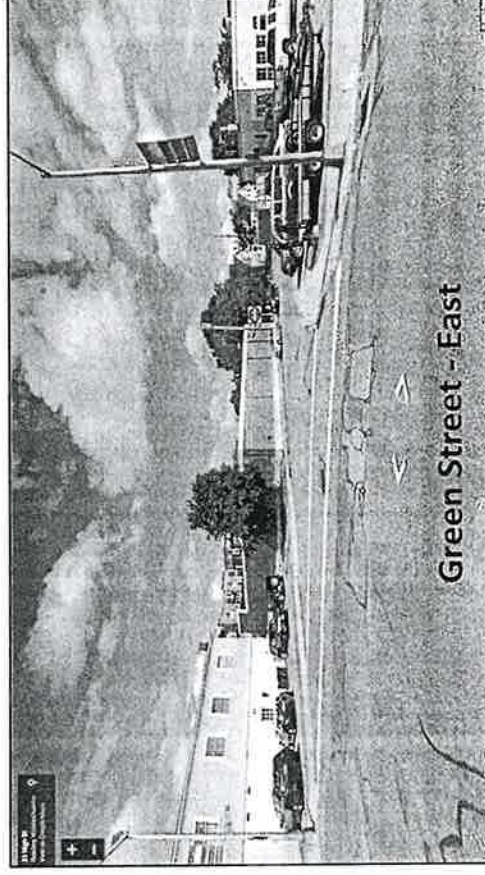
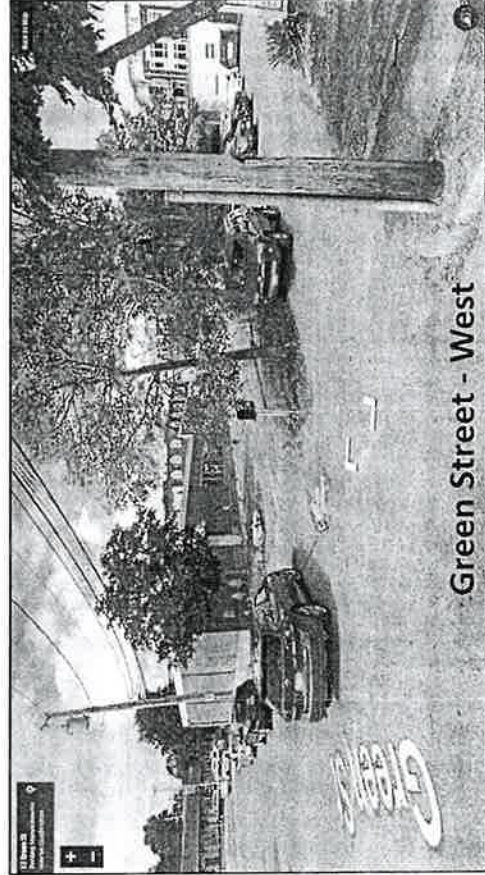
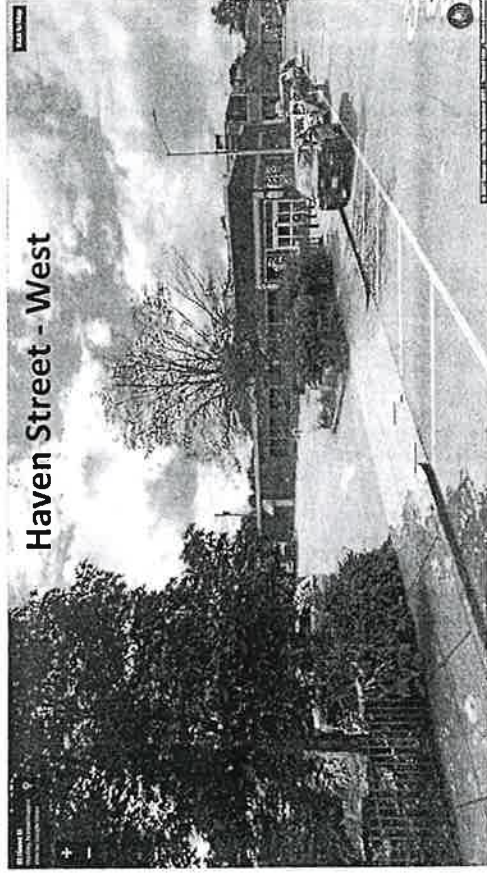
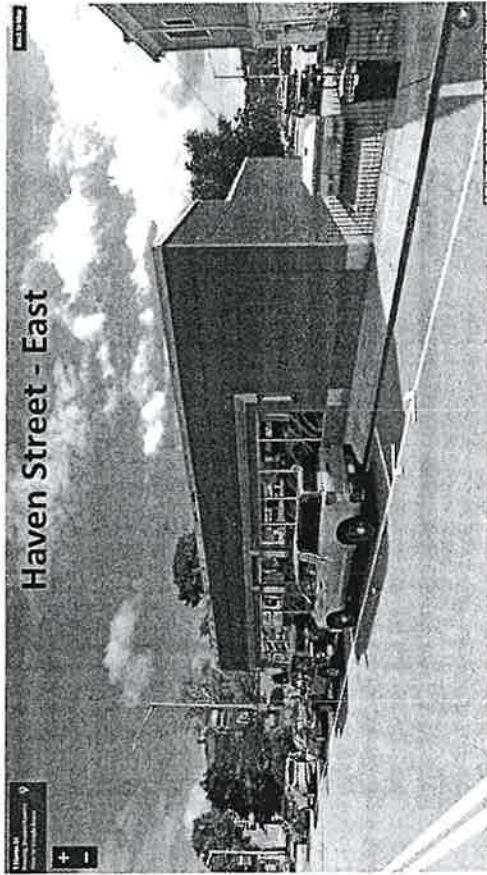
Side Yd: <1'

Rear Yd: <1'

25 HAVEN STREET: Site Context

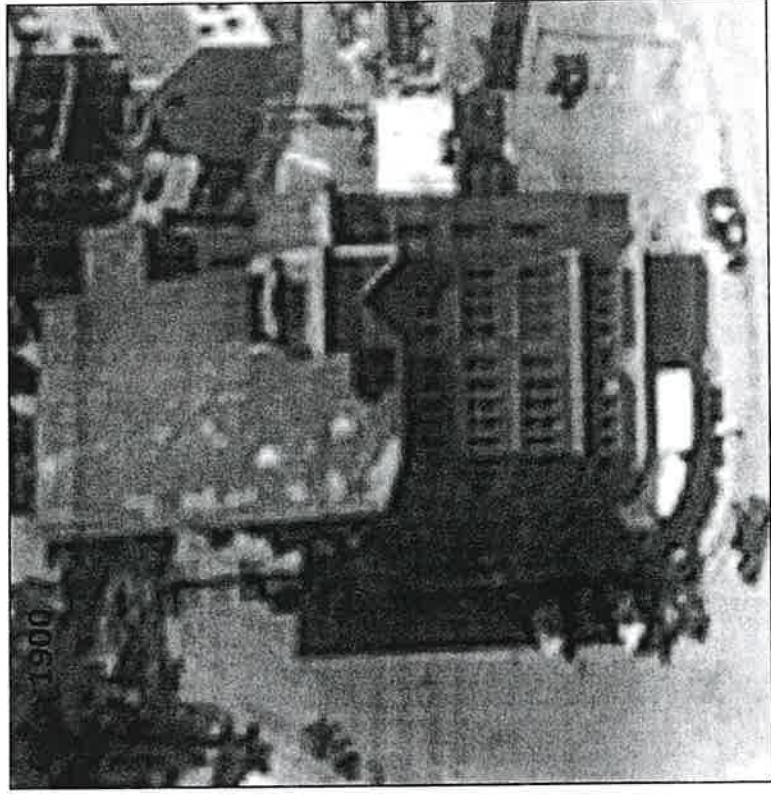
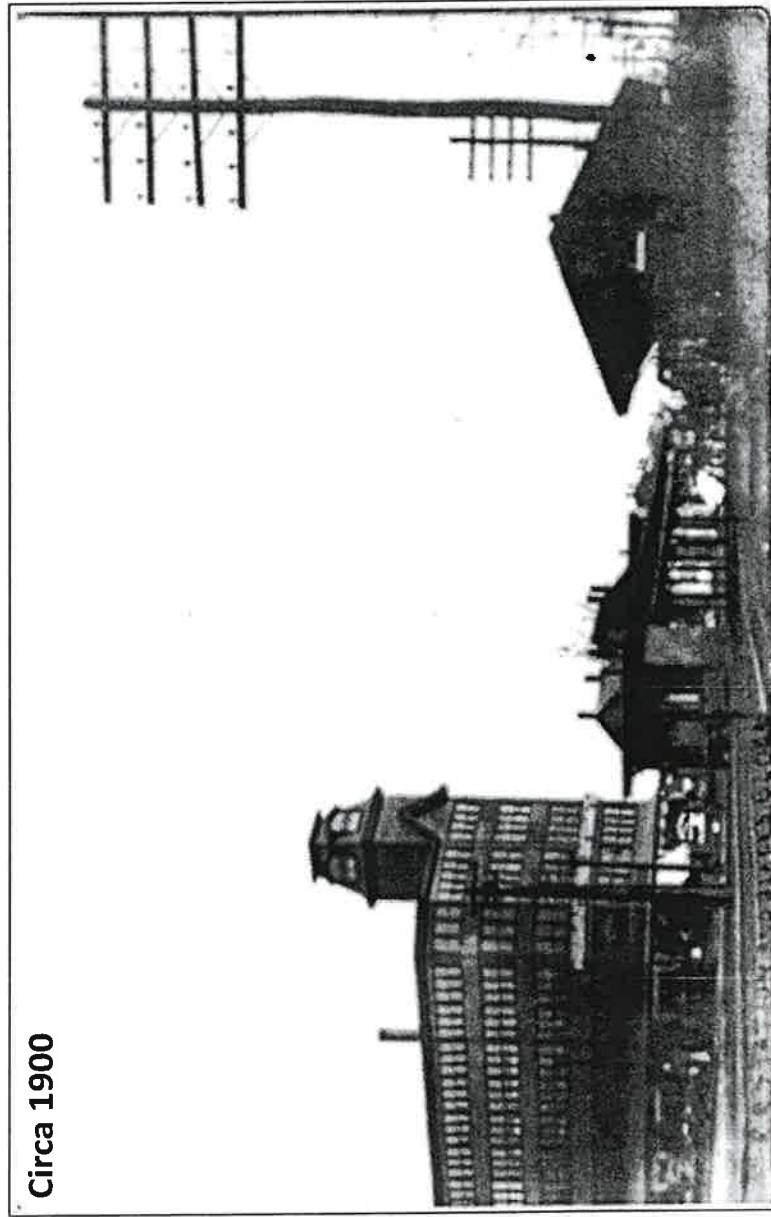


25 HAVEN STREET: Perspectives



25 HAVEN STREET: Site History

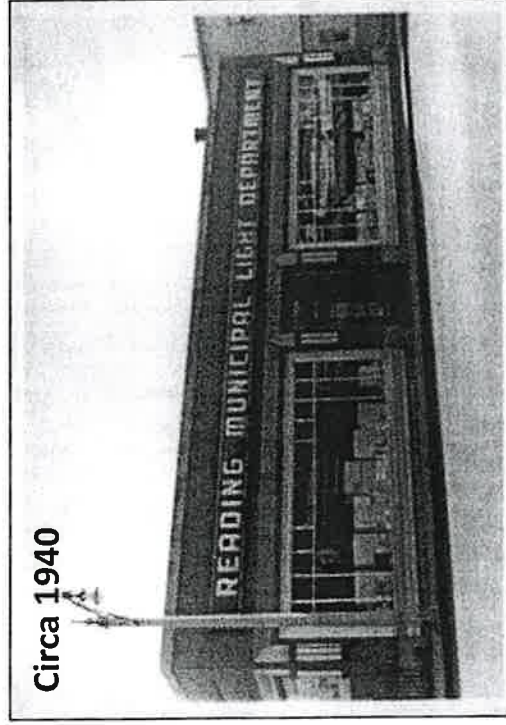
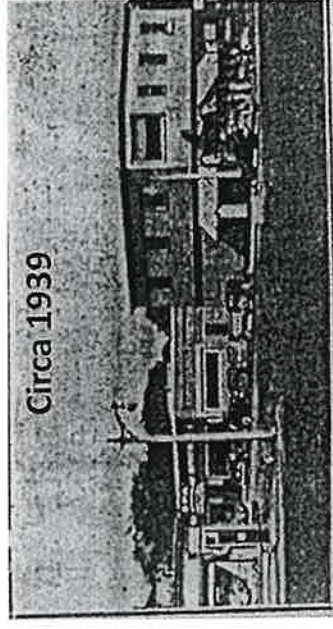
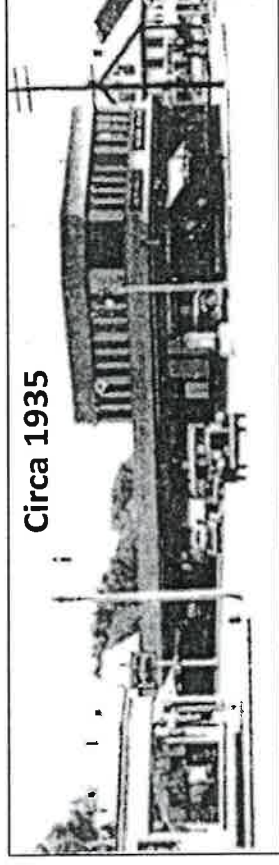
“BLACK’S BLOCK”: Built by Thomas B. Black in 1887, the five story building housed storefronts on the main floor and apartments on the levels above. The building was destroyed by fire in 1890 and rebuilt (as shown).



25 HAVEN STREET: Site History

The building was incrementally taken down over many years in stages.

By 1935 the building consisted of 2 stories at the corner of High and Haven Street, and one story for the remainder.



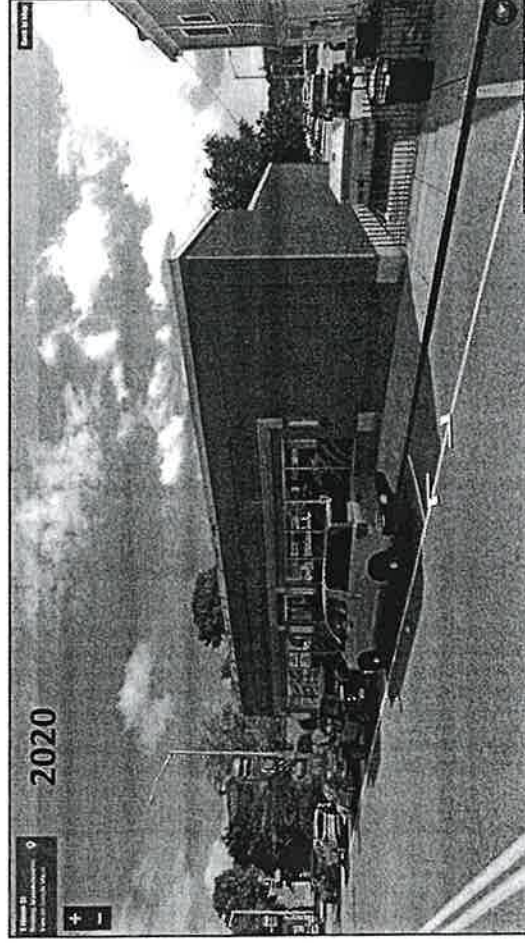
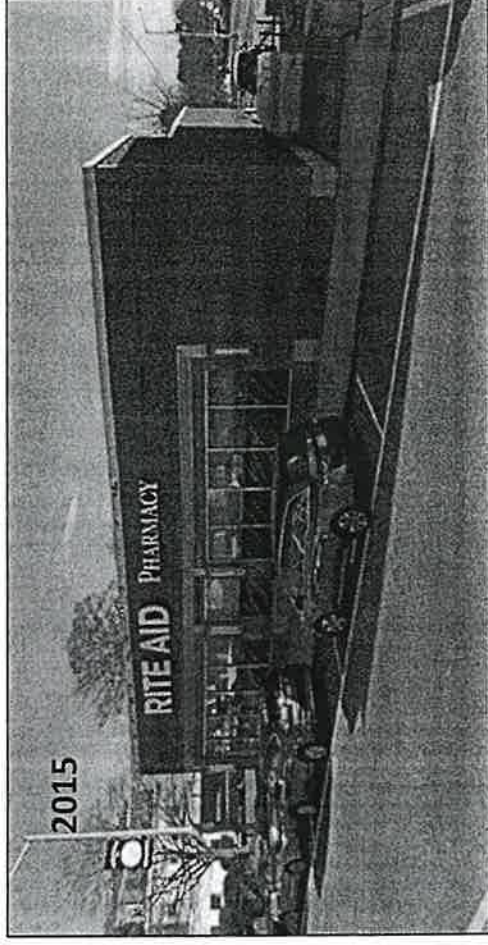
In 1939 the building was razed and reconstructed as the offices and showrooms of the Reading Municipal Light Department.

The building is listed on the Reading Historical Inventory.

25 HAVEN STREET: Site History

By the 1990s RMLD had relocated and the property was sold.

In the 1990's the building was renovated to accommodate the incoming commercial drugstore, Ainsworth's. The pharmacy later changed to Rite Aid.



In 2015, Walgreens purchased the 25 Haven Street location. Rite Aid closed on January 17, 2018, and the space has since been vacant.

Applicant purchased the property in May 2020.

TOWN OF READING RFP 23-19 NON-PRICE PROPOSAL

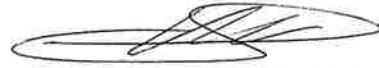
2. Certificates

- A. Certificate of Non-Collusion
- B. Certificate of Tax Compliance
- C. Certificate of Corporate Authority
- D. Certificate of Non-Debarment
- E. Disclosure Statement for Transaction with a Public Agency Concerning Real Property
- F. Certificate of Compliance
 - i. Conflict of Interest (G.L.c. 268A)
 - ii. Unlawful Discrimination (G.L.c. 151B)
 - iii. Pending Litigation (G.L.c. 184, §15)

TOWN OF READING RFP 23-19 NON-PRICE PROPOSAL

A. Certificate of Non-Collusion

The undersigned certifies under pains and penalties of perjury that the bid or proposal submitted relative to this project is in all respects bona fide, fair and made without collusion or fraud with any other person, joint venture, partnership, corporation or other business or legal entity.



Walderi Candido Lima, Manager
25 Haven Street LLC

January 23, 2023
(Date)

TOWN OF READING RFP 23-19 NON-PRICE PROPOSAL

B. Certification of Payment of Taxes

Pursuant to G.L.c. 62C, §49A, I, **Walderi Candido Lima**, hereby certify under the pains and penalties of perjury that **25 HAVEN STREET LLC** (RFP Respondent) has complied with all tax laws of the Commonwealth of Massachusetts relating to the payment of taxes and has filed all state tax returns and paid all State taxes required under law.

January 23, 2023
Date



Walderi Candido Lima, Manager
25 Haven Street LLC

85-0705153
Federal ID Number

TOWN OF READING RFP 23-19 NON-PRICE PROPOSAL

C. Certificate of Resolution

I, **Walderi Candido Lima**, being a Manager of **25 HAVEN STREET LLC** (the "LLC"), a Massachusetts limited liability company, do hereby certify the Members of the LLC have unanimously resolved as follows:

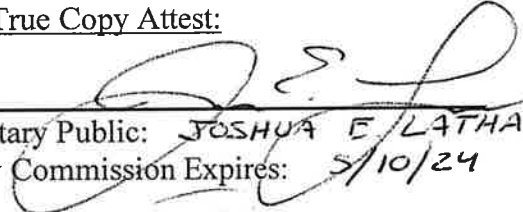
RESOLVED, that **Walderi Candido Lima**, as he is a Manager of the LLC, is duly authorized and empowered, acting singly, to execute all documents and take all actions as he shall determine necessary or appropriate to submit a Proposal for the LLC's sale of the property at 25 Haven Street in Reading, Massachusetts to the Town of Reading, in response to Town of Reading RFP #23-19 and perform in accordance therewith.

We further certify that the above Resolution remains in full force and effect and has not been changed or modified in any respect.

January 23, 2023
Date


Walderi Candido Lima, Manager
25 Haven Street LLC

A True Copy Attest:


Notary Public: JOSHUA E. LATHAM
My Commission Expires: 5/10/24



TOWN OF READING RFP 23-19 NON-PRICE PROPOSAL

D. Certificate of Non-Debarment

Seller (**25 Haven Street LLC**) hereby certifies that it and its principals are not debarred, suspended or proposed for debarment by the Federal Government. Seller agrees to notify the Town of Reading in the event it becomes debarred, suspended or otherwise ineligible for any federal program during the performance of any effort under a Town of Reading purchase order or contract.

25 HAVEN STREET LLC
611 Salem Street, Wakefield, Massachusetts 01880



Walderi Candido Lima, Manager

January 23, 2023

Date

TOWN OF READING RFP 23-19 NON-PRICE PROPOSAL

E. Real Estate Disclosure Statement

DISCLOSURE STATEMENT FOR TRANSACTION WITH A PUBLIC AGENCY CONCERNING REAL PROPERTY M.G.L. c. 7C, s. 38 (formerly M.G.L. c. 7, s. 40J)

INSTRUCTION SHEET

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Section (2): Identify the type of transaction to which this Disclosure Statement pertains --such as a sale, purchase, lease, etc.

Section (3): Insert the exact legal name of the Public Agency participating in this Transaction with the Disclosing Party. The Public Agency may be a Department of the Commonwealth of Massachusetts, or some other public entity. Please do not abbreviate.

Section (4): Insert the exact legal name of the Disclosing Party. Indicate whether the Disclosing Party is an individual, tenants in common, tenants by the entirety, corporation, general partnership, limited partnership, LLC, or other entity. If the Disclosing Party is the trustees of a trust then identify the trustees by name, indicate that they are trustees, and add the name of the trust.

Section (5): Indicate the role of the Disclosing Party in the transaction by checking one of the blanks. If the Disclosing Party's role in the transaction is not covered by one of the listed roles then describe the role in words.

Section (6): List the names and addresses of **every** legal entity and **every** natural person that has or will have a **direct or indirect** beneficial interest in the real property. The only exceptions are those stated in the first paragraph of the statute that is reprinted in Section 8 of this Disclosure Statement. If the Disclosing Party is another public entity such as a city or town, insert "inhabitants of the (name of public entity)." If the Disclosing Party is a non-profit with no individual persons having any beneficial interest then indicate the purpose or type of the non-profit entity. If additional space is needed, please attach a separate sheet and incorporate it by reference into Section 6.

Section (7): Write "none" in the blank if none of the persons mentioned in Section 6 is employed by DCAMM. Otherwise list any parties disclosed in Section 6 that are employees of DCAMM.

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Section (8): The individual signing this statement on behalf of the Disclosing Party acknowledges that he/she has read the included provisions of Chapter 7C, Section 38 (formerly Chapter 7, Section 40J) of the General Laws of Massachusetts.

Section (9): Make sure that this Disclosure Statement is signed by the correct person. If the Disclosing Party is a corporation, please make sure that this Disclosure Statement is signed by a duly authorized officer of the corporation as required by the statute reprinted in Section 8 of this Disclosure Statement.

This completed and signed Disclosure Statement should be mailed or otherwise delivered to:

Deputy Commissioner for Real Estate
Division of Capital Asset Management and Maintenance
One Ashburton Place, 15th Floor, Boston, MA 02108

The undersigned party to a real property transaction with a public agency hereby discloses and certifies, under pains and penalties of perjury, the following information as required by law:

- (1) REAL PROPERTY:
25 Haven Street, Reading, Middlesex County, Massachusetts
- (2) TYPE OF TRANSACTION, AGREEMENT, or DOCUMENT:
Sale
- (3) PUBLIC AGENCY PARTICIPATING in TRANSACTION:
Town of Reading
- (4) DISCLOSING PARTY'S NAME AND TYPE OF ENTITY (IF NOT AN INDIVIDUAL):
25 Haven Street LLC, a Massachusetts limited liability company
- (5) ROLE OF DISCLOSING PARTY (Check appropriate role):

<input type="checkbox"/> Lessor/Landlord	<input type="checkbox"/> Lessee/Tenant
<input checked="" type="checkbox"/> Seller/Grantor	<input type="checkbox"/> Buyer/Grantee
<input type="checkbox"/> Other (Please describe): _____	

- (6) The names and addresses of all persons and individuals who have or will have a direct or indirect beneficial interest in the real property excluding only 1) a stockholder of a

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corporation the stock of which is listed for sale to the general public with the securities and exchange commission, if such stockholder holds less than ten per cent of the outstanding stock entitled to vote at the annual meeting of such corporation or 2) an owner of a time share that has an interest in a leasehold condominium meeting all of the conditions specified in M.G.L. c. 7C, s. 38, are hereby disclosed as follows (attach additional pages if necessary):

NAME

RESIDENCE

Walderi Candido Lima
Claire Millett Lima

18 Loring Road, Saugus, MA 01906
18 Loring Road, Saugus, MA 01906

- (7) None of the above- named persons is an employee of the Division of Capital Asset Management and Maintenance or an official elected to public office in the Commonwealth of Massachusetts, except as listed below (insert "none" if none):

NONE

- (8) The individual signing this statement on behalf of the above-named party acknowledges that he/she has read the following provisions of Chapter 7C, Section 38 (formerly Chapter 7, Section 40J) of the General Laws of Massachusetts:

No agreement to rent or to sell real property to or to rent or purchase real property from a public agency, and no renewal or extension of such agreement, shall be valid and no payment shall be made to the lessor or seller of such property unless a statement, signed, under the penalties of perjury, has been filed by the lessor, lessee, seller or purchaser, and in the case of a corporation by a duly authorized officer thereof giving the true names and addresses of all persons who have or will have a direct or indirect beneficial interest in said property with the commissioner of capital asset management and maintenance. The provisions of this section shall not apply to any stockholder of a corporation the stock of which is listed for sale to the general public with the securities and exchange commission, if such stockholder holds less than ten per cent of the outstanding stock entitled to vote at the annual meeting of such corporation. In the case of an agreement to rent property from a public agency where the lessee's interest is held by the organization of unit owners of a leasehold condominium created under chapter one hundred and eighty-three A, and time-shares are created in the leasehold condominium under chapter one hundred and eighty-three B, the provisions of this section shall not apply to an owner of a time-share in the leasehold condominium who (i) acquires the time-share on or after a bona fide arms length transfer of such time-share made after the rental agreement with the public agency is executed and (ii) who holds less than three percent of the votes entitled to vote at the annual meeting of such organization of unit owners. A

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disclosure statement shall also be made in writing, under penalty of perjury, during the term of a rental agreement in case of any change of interest in such property, as provided for above, within thirty days of such change.

Any official elected to public office in the commonwealth, or any employee of the division of capital asset management and maintenance disclosing beneficial interest in real property pursuant to this section, shall identify his position as part of the disclosure statement. The commissioner shall notify the state ethics commission of such names, and shall make copies of any and all disclosure statements received available to the state ethics commission upon request.

The commissioner shall keep a copy of each disclosure statement received available for public inspection during regular business hours.

- (9) This Disclosure Statement is hereby signed under penalties of perjury.

25 HAVEN STREET LLC



Walderi Candido Lima, Manager

01/23/2023
DATE (MM/DD/YYYY)


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F. Certification of Compliance

I, **Walderi Candido Lima**, as Manager of **25 Haven Street LLC**, do hereby certify as follows:

1. I acknowledge that we have received and reviewed the provisions of the Massachusetts Conflict of Interest Law, G.L.c. 268A and certify compliance with the provisions thereof.
2. I acknowledge that we have received and reviewed the provisions of the Massachusetts Fair Employment Practices Act, G.L.c. 151B, and certify compliance with the provisions thereof.
3. I acknowledge that we have received and reviewed the provisions of G.L.c. 184, §15, and certify that the Property is not the subject of any proceeding affecting title to said Property, nor is the Proponent or the Property involved in any pending litigation.

Signed under the pains and penalties of perjury this 23rd day of January, 2023.


Walderi Candido Lima, Manager

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3. Minimum Evaluation Criteria

Proponent states that the Property complies with the Minimum Evaluation Criteria for either the Purchase of Land or Purchase of a Building with Appurtenant Parking.

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4. Comparative Evaluation Criteria

A. *Purchase of Land*

a. Property Suitable for Desired Building

Proponent believes the Property is suitable for redevelopment to include a building meeting the RFP requirements for usable space, with access to required utilities for operating a municipal office and community activities, and outdoor space for outdoor activities.

b. Parking

The Property presently provides 18 on-site parking spaces and is large enough that if redeveloped could accommodate at least 20 parking spaces. Depending upon design, closure of one curb cut could also provide an opportunity for additional on-street parking.

c. Property Location

The Property is located in a commercial zone (Business B) with access to major roads (Haven Street, and High Street via Green Street).

B. *Purchase of a Building with Appurtenant Parking*

a. Minimum Criteria

The Building is capable of being retrofitted to meet building code, or redeveloped for a new building meeting the RFP requirements.

b. Building Criteria

The single-story Building has approximately 7,950 square feet of space, with potential expansion opportunities. The Property has access to all required utility services.

c. Parking

The Property is improved with a parking lot containing 18 parking spaces, including one handicap access space. Re-design of the parking lot, including potential closure of one of the two curb cuts, could result in additional on-site parking and street parking.

d. Property Location

The Property is located in the Downtown Smart Growth District and Business B District with direct access to both Haven Street and Green Street.

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e. Outdoor Space

The Building covers approximately 42% of the Property, with the remainder constituting outdoor space. Based on existing conditions, the outdoor space constitutes less than .25 acres.

f. Entrance

Entry to the existing Building is visible from Haven Street.

g. Net Zero Energy (NZE) Design

The existing Building was constructed circa 1938 and is currently vacant. It is unknown whether the Building meets Massachusetts Energy Code.

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5. **Client List and Reference Form**

Not Applicable

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6. **Certificate of Insurability**



INSURANCE BINDER

DATE (MM/DD/YYYY)
1/23/2023**THIS BINDER IS A TEMPORARY INSURANCE CONTRACT, SUBJECT TO THE CONDITIONS SHOWN ON PAGE 2 OF THIS FORM.**

AGENCY Foy Insurance Group - Nashua 350 Main St Nashua NH 03060		COMPANY United States Liability Ins Co (USLI)	BINDER # B2312341740
PHONE (A/C, No, Ext): (603)883-1587	FAX (A/C, No): (603)883-0997	DATE EFFECTIVE 1/23/2023	TIME 12:01
CODE:	SUB CODE:	DATE EXPIRATION 1/23/2024	TIME 12:01 AM
AGENCY CUSTOMER ID: 00134049		<input type="checkbox"/> THIS BINDER IS ISSUED TO EXTEND COVERAGE IN THE ABOVE NAMED COMPANY	
INSURED AND MAILING ADDRESS 25 Haven Street, LLC 611 Salem Street Wakefield MA 01880		PER EXPIRING POLICY #: TBD	
		DESCRIPTION OF OPERATIONS / VEHICLES / PROPERTY (Including Location) Loc# 00001 25 Haven Street Reading, MA 01867	

COVERAGES**LIMITS**

TYPE OF INSURANCE	COVERAGE / FORMS	DEDUCTIBLE	COINS %	AMOUNT
PROPERTY CAUSES OF LOSS <input type="checkbox"/> BASIC <input type="checkbox"/> BROAD <input type="checkbox"/> SPEC <input checked="" type="checkbox"/> Special (Including theft)	Building, Special (Including theft) - Detail	1,000		3,000,000
GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES \$ 50,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
VEHICLE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$ MEDICAL PAYMENTS \$ PERSONAL INJURY PROT \$ UNINSURED MOTORIST \$
VEHICLE PHYSICAL DAMAGE DED <input type="checkbox"/> COLLISION: _____ <input type="checkbox"/> OTHER THAN COL: _____	<input type="checkbox"/> ALL VEHICLES <input type="checkbox"/> SCHEDULED VEHICLES			ACTUAL CASH VALUE STATED AMOUNT \$
GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EACH ACCIDENT \$ AGGREGATE \$
EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$ SELF-INSURED RETENTION \$
WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY				PER STATUTE E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
SPECIAL CONDITIONS / OTHER COVERAGES				FEES \$ TAXES \$ ESTIMATED TOTAL PREMIUM \$

NAME & ADDRESS

	<input type="checkbox"/> MORTGAGEE	<input type="checkbox"/> ADDITIONAL INSURED
	<input type="checkbox"/> LOSS PAYEE	
	LOAN #:	
	AUTHORIZED REPRESENTATIVE Stacie Bowen/NSTAC	

CONDITIONS

This Company binds the kind(s) of insurance stipulated on page 1 of this form. The Insurance is subject to the terms, conditions and limitations of the policy(ies) in current use by the Company.

This binder may be cancelled by the Insured by surrender of this binder or by written notice to the Company stating when cancellation will be effective. This binder may be cancelled by the Company by notice to the Insured in accordance with the policy conditions. This binder is cancelled when replaced by a policy. If this binder is not replaced by a policy, the Company is entitled to charge a premium for the binder according to the Rules and Rates in use by the Company.

Applicable in Arizona

Binders are effective for no more than ninety (90) days.

Applicable in California

When this form is used to provide insurance in the amount of one million dollars (\$1,000,000) or more, the title of the form is changed from "Insurance Binder" to "Cover Note".

Applicable in Colorado

With respect to binders issued to renters of residential premises, home owners, condo unit owners and mobile home owners, the insurer has thirty (30) business days, commencing from the effective date of coverage, to evaluate the issuance of the insurance policy.

Applicable in Delaware

The mortgagee or Obligee of any mortgage or other instrument given for the purpose of creating a lien on real property shall accept as evidence of insurance a written binder issued by an authorized insurer or its agent if the binder includes or is accompanied by: the name and address of the borrower; the name and address of the lender as loss payee; a description of the insured real property; a provision that the binder may not be canceled within the term of the binder unless the lender and the insured borrower receive written notice of the cancellation at least ten (10) days prior to the cancellation; except in the case of a renewal of a policy subsequent to the closing of the loan, a paid receipt of the full amount of the applicable premium, and the amount of insurance coverage.

Chapter 21 Title 25 Paragraph 2119

Applicable in Florida

Except for Auto Insurance coverage, no notice of cancellation or nonrenewal of a binder is required unless the duration of the binder exceeds 60 days. For auto insurance, the insurer must give 5 days prior notice, unless the binder is replaced by a policy or another binder in the same company.

Applicable in Maryland

The insurer has 45 business days, commencing from the effective date of coverage to confirm eligibility for coverage under the insurance policy.

Applicable in Michigan

The policy may be cancelled at any time at the request of the insured.

Applicable in Nevada

Any person who refuses to accept a binder which provides coverage of less than \$1,000,000.00 when proof is required: (A) Shall be fined not more than \$500.00, and (B) is liable to the party presenting the binder as proof of insurance for actual damages sustained therefrom.

Applicable in Oklahoma

All policies shall expire at 12:01 a.m. standard time on the expiration date stated in the policy.

Applicable in Oregon

Binders are effective for no more than ninety (90) days. A binder extension or renewal beyond such 90 days would require the written approval by the Director of the Department of Consumer and Business Services.

Applicable in the Virgin Islands

This binder is effective for only ninety (90) days. Within thirty (30) days of receipt of this binder, you should request an insurance policy or certificate (if applicable) from your agent and/or insurance company.

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7. Primary Contact Information

Proponent:

Walderi Candido Lima, Manager
25 Haven Street LLC
611 Salem Street
Wakefield, MA 01880
Tel: (781) 572-3033
Email: lima@elitemetalframing.com

Attorney for Proponent:

Joshua E. Latham, Esq.
Latham Law Offices LLC
643 Main Street
Reading, MA 01867
Tel: (781) 942-4400
Email: joshlatham@lathamesq.com

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8. Statement of Legal Proceedings

Proponent certifies it is not aware of any pending or concluded legal proceedings relating to the leasing or sale of the Property within the last six (6) years.