



Town of Reading Meeting Posting with Agenda

Board - Committee - Commission - Council:

Select Board

Date: 2023-05-09

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/89208368711</p> <p>Meeting ID: 892 0836 8711 One tap mobile +16465588656,,89208368711# US (New York) +16465189805,,89208368711# US (New York)</p> <p>Dial by your location +1 646 558 8656 US (New York) +1 646 518 9805 US (New York)</p> <p>Meeting ID: 892 0836 8711 Find your local number: https://us06web.zoom.us/u/kczEc8mruj</p>	PAGE #
7:00	Overview of Meeting	
7:05	Public Comment	
7:10	Select Board Vote to Reorganize	
7:15	SB Liaison & Town Manager Reports	3
7:30	Discuss Local option to increase the Cost of Living Adjustment (“COLA”) for Fiscal Year 2023 to up to 5	4

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

	percent on the base amount specified pursuant to G.L. c. 32, § 103, for retirees.	
8:00	Vote on Letter of Support for MassWorks Grant	14
8:30	Vote to Accept Land Gift at 0 Sanborn Lane, following acceptance by Conservation Commission	40
8:45	Discuss and Vote on Select Board Assignments to VASC	
8:55	Vote on VASC Recommendations to volunteer appointments to CPDC	46
9:00	Discuss Select Board Liaison Assignments	48
9:15	Discuss FY24 Water & Sewer Rates	51
9:30	Discuss Issuing RFP for Feasibility Study for New Senior Center	64
9:45	Discuss Potential Changes to ReCalc Charge and Sunset Date	78
10:00	Discuss Clarification of SWEC Charge, as Requested by Committee	81
10:15	Discuss Scheduling Annual Meeting with the Reading Ice Arena Authority	83
10:30	Discuss Future Agendas	100
10:45	Approve Meeting Minutes	103

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.



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

781-942-9043

townmanager@ci.reading.ma.us
www.readingma.gov/town-manager

To: Select Board
From: Fidel A. Maltez
Date: May 4, 2023
RE: Town Manager Memo for May 9th, 2023 Meeting

I am excited to report that we have successfully completed our Annual Town Meeting! It was an exciting event with many important priorities discussed and voted on! Our FY2024 Town and School Budget was approved. In addition, Town Meeting funded the deficit to fully complete Phase I of the Birch Meadow Complex. We foresee work starting in June – I know this project will have a lasting impact on our community! With Town Meeting complete, we will focus primarily on adopting our water & sewer rates for FY2024. At this meeting, we will have a presentation, largely focused on questions asked at the last meeting. We have also made a slight shift to the Tiers to lower the impact on larger households in Town.

At this meeting, the Select Board will be asked to reorganize. As was done last year, I will ask for nominations for Chair, will open for discussion after the nominations and will then hold a vote for Chair. Once a Chair is successfully elected, the new Chair will accept nominations for Vice-Chair and will facilitate the rest of the meeting. The Select board will hear several items at this meeting, but we have intentionally limited the number of votes. We have heard feedback from Board members that they would like to separate discussion and votes on any potentially controversial items.

Our Town Accountant will present a local option to increase the Cost of Living Adjustment (COLA) for retirees for Fiscal Year 2023 up to 5%. This has been voted on by the Retirement Board, and it must now come to the Select Board. This local option was authorized through special legislation signed by Governor Baker to mitigate the impact of inflation on retirees.

Finally, the Select Board will be asked to vote to accept a land donation at 0 Sanborn Lane. The Reading ARPA Advisory Committee and the Select Board allocated funding to conservation to complete survey and legal work that allowed this donation. Kudos to our Conservation Administrator, Chuck Tirone, for facilitating this donation.

FAM

Retirement Board 5% Local COLA Option

SHARON ANGSTROM
MAY 9, 2023

Background



On November 16, 2022, the Governor signed Chapter 269 of the Acts of 2022 into Law.



This act provides local retirement systems with a local option to increase the Cost-of-Living Adjustment for FY23 to up to 5% of the base amount.



The approval of the increase can occur at any time during the fiscal year and will be retroactive back to July 1, 2022



The local approval option is different than traditional COLA increases and COLA base increases.



In a Town, the chief executive officer – the Select Board in nearly all cases must vote in favor to accept the increase rather than Town Meeting as is the case for COLA base .



Approval of this option will provide retirees with an additional 2% or an additional \$280 for FY23.

Additional Background

Retirees typically receive a COLA increase of up to 3% of the base amount.

Reading maintains a \$14,000 COLA base.

The COLA increase is typically up to \$420 annually.

Additional
Background

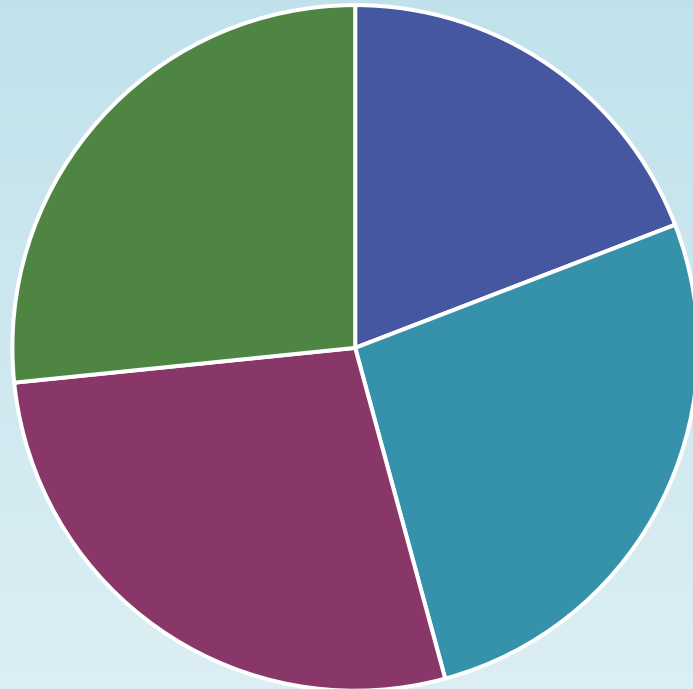
Retiree Pay Data

- 73.4% of retirees have pensions less than \$50,000 (298 out of 402)
- 26.6% have pensions greater than \$50,000 (107 of 402)
- The average Reading pension is \$36,670, which is a very modest amount.
- This option was adopted to assist retirees with increased costs caused by inflation.
- This option is for FY23 only, FY24 will return to a COLA of up to 3% of the \$14,000 COLA base amount.

Description	Number of Retirees	Result
Pensions under \$14,000	77	Increase of up to \$280 per retiree
Pensions \$14,000 to \$29,999	107	Increase of \$280 per retiree
Pensions \$30,000 to \$49,999	111	Increase of \$280 per retiree
Pensions greater than \$50,000	107	Increase of \$280 per retiree

Key Data to Consider Relative to Adoption of this one-time COLA Local Option

Reading Retiree Pensions



■ Under \$14k ■ \$14,000 to \$29,999 ■ \$30,000 to \$49,999 ■ Greater than \$50k

- Increases Pension Liability by \$842,400
- Fy25 Pension Assessment will increase by \$147,300
- Reading's Pension Liability is scheduled to be fully funded by 2031.



Questions?



March 15, 2023

Reading Contributory Retirement Board
16 Lowell Street
Reading, MA 01867

Dear Members of the Board:

As requested, we have prepared an analysis of the impact on the Reading Contributory Retirement System's liabilities and funding schedule as a result of a one-time increase in the COLA from 3% to 5% on July 1, 2022, up to the COLA base of \$14,000. We used the data and results of the January 1, 2023 valuation, which is in progress, to develop the change in the unfunded actuarial accrued liability and the resulting impact on the FY2025 and later appropriations. The results of our analysis are based on the assumptions selected by the Board for the January 1, 2021 valuation, including a 7.00% investment return rate assumption.

Cost-of-living adjustments (COLA) may be granted by the retirement board under M.G.L. c. 32, § 103 each year. If an increase is given, the COLA percentage is applied to a retiree's retirement allowance up to \$14,000. If the COLA on July 1, 2022 increased from 3% to 5%, a one-time increase that will become a permanent part of retirees' current retirement allowance, and as allowed in the recently enacted Chapter 269 of the Acts of 2022, the accrued liability and FY2025 appropriation are expected to increase as follows:

COLA	Accrued Liability	Normal Cost	Increase in FY2025 Appropriation
5% on July 1, 2022 up to \$700*	\$842,400	\$0	\$147,300

* replaces 3% on July 1, 2022 up to \$420

The increase in the FY2025 appropriation is without regard to any limits on the annual increases in appropriations. The additional FY2025 appropriation of \$147,300 will increase by 4% annually until the system is expected to be fully funded in 2031.

In closing, we are happy to answer any questions you may have regarding the material we have provided in this supplemental report.

Sincerely,

A handwritten signature in black ink that reads "Linda Bournival".

Linda L. Bournival, FSA, EA
Consulting Actuary

K M S A C T U A R I E S

52 Hunt Road • Kingston, New Hampshire 03848-3456 • phone: (603) 792-9494 • kmsactuaries.com

MEMORANDUM

TO: All Retirement Boards

FROM: John W. Parsons, Esq., Executive Director

RE: 5% Local COLA option

DATE: November 18, 2022

On November 16, 2022, the Governor signed Chapter 269 of the Acts of 2022 into law. This act provides the local retirement systems with a local option to increase the Cost of Living Adjustment (“COLA”) for Fiscal Year 2023 to up to 5 percent on the base amount specified pursuant to G.L. c. 32, § 103. The approval of the increase can occur at any time during the fiscal year and will take effect as of July 1, 2022.

The local approval mechanism is different than traditional COLA increases and COLA base increases. In order for a system to adopt a COLA increase pursuant to this act, **the retirement board must vote for the increased amount and then it must also receive local approval.**

For purposes of this act, local approval means:

- In a city, the mayor must recommend the increase to the city council and the council must vote in favor.
- In a city having a Plan D or Plan E charter, the city manager must recommend the increase to the city council and the council must vote in favor.
- In a town, the chief executive officer¹ - the select board in nearly all cases - must vote in favor to accept the increase rather than the town meeting as is the case for COLA base increases.
- In a district, or other political subdivision, the governing board, commission or committee must vote in favor to accept the COLA increase.

¹ As defined in G.L. c. 4, § 7, "chief executive officer", when used in connection with the operation of municipal governments shall include the mayor in a city and the select board in a town unless some other municipal office is designated to be the chief executive officer under the provisions of a local charter.



MEMORANDUM - Page Two

TO: All Retirement Boards
FROM: John W. Parsons, Esq., Executive Director
RE: 5% Local COLA option
DATE: November 18, 2022

- In a regional system, two-thirds of the cities and towns within the system must approve the increase. This is done in the same fashion as stated above for municipalities: in a city, by the city council upon recommendation by the mayor or, in a city with a Plan D or Plan E charter, the city manager; or, in a town, by approval of the chief executive officer (likely the select board) as defined by G.L. c. 4, § 7.
- In a county, the county commissioners, who normally do not have a role in COLAs nor COLA base increases, must vote to accept **and** two-thirds of the cities and towns within the system must approve the increase in the same manner as stated above for regional systems.

Though many local systems are comprised of multiple units such as housing authorities and districts, the two-thirds language only applies to regional and county systems as the approval specified in the statute only refers to cities and towns as voting political subdivisions.

Section 2 of the act provides that a COLA increase pursuant to this act is retroactive to July 1, 2022. Any COLA increase, in addition to any COLA previously adopted for FY 23, will become part of the fixed amount of a retirees' retirement allowance in the same manner as all COLAs granted pursuant to section 103.

PERAC has already received questions about estimating the cost of the enhanced COLA. PERAC Actuary John Boorack has provided the following formula for a conservative full-cost estimate, not a one-year estimate, to assist boards in their planning:

$$(0.2) \times (\text{COLA base}) \times (\# \text{ of retirees/beneficiaries})$$

If you have any questions about this memo, please contact PERAC's General Counsel, Judith Corrigan, at (617) 591-8904 or at judith.a.corrigan@mass.gov.

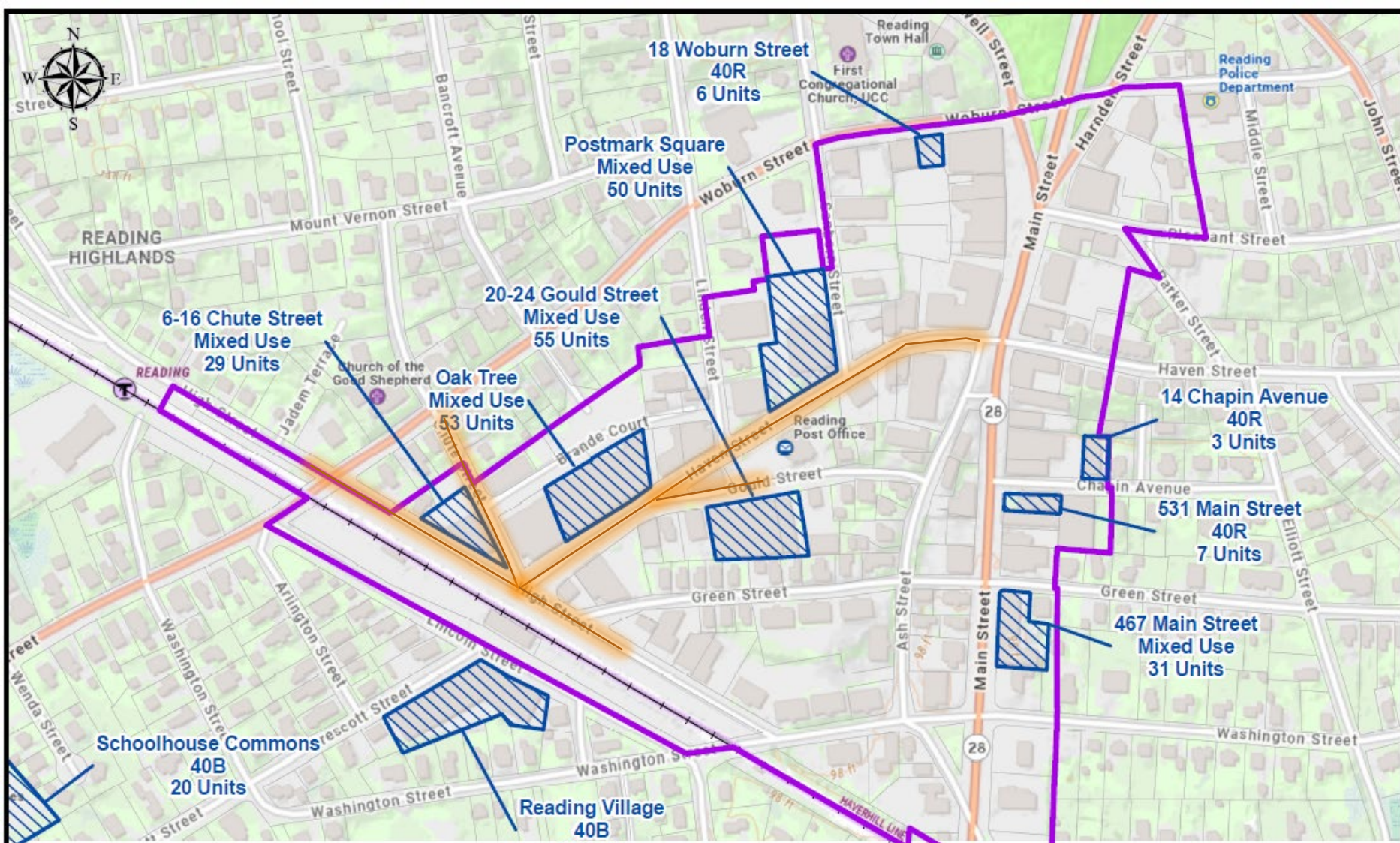
DOWNTOWN HAVEN STREET MASSWORKS INFRASTRUCTURE PROGRAM

Reconstruction for Safety, Walkability, and Beautification in Downtown Reading
Town of Reading, MA



April 5th, 2023

DOWNTOWN READING





Legend

-  40B and 40R Projects
-  40R Smart Growth District

WHY FUND HAVEN STREET AND READING'S DOWNTOWN IMPROVEMENTS?

- Reading has invested significant time and resources to zoning which promotes residential and commercial mixed-use developments under 40R
- Reading has invested nearly 5.5 Million in underground utility upgrades along Haven Street
- Reading continues to see new housing and mixed-use development in the downtown and smart growth districts
- Funding under MassWorks will:
 - Help Reading achieve economic development and growth goals through increased private development
 - Increase the walkability, safety, and aesthetic features of our downtown
 - Complement our ongoing projects to increase the capacity of our water, sewer, and drainage infrastructure
 - Signal to the development community that Haven Street and its adjacent roadways is an area of major investment and opportunity for the Town

RECENT DEVELOPMENTS IN READING'S DOWNTOWN

- Reading has seen a significant increase in developments under recently enacted 40R (Smart Growth Zoning District); completed developments include:
 - Postmark Square (5-Story Mixed use Building, 50 Units, 10 Affordable Units)
 - 20-24 Gould Street (4-Story Mixed Use Building, 55 Units, 14 Affordable Units)
 - 467 Main Street (4-Story Mixed-Use Building, 31 Units, 8 Affordable Units)
 - 14 Chapin Avenue (4-Story Residential Townhouse)
 - Schoolhouse Commons (3-Story Building, 20 Units, 4 Affordable Units)
 - The Metropolitan at Reading Station (Multifamily Project, 68 Units, 17 Affordable Units)

SPOTLIGHT DOWNTOWN DEVELOPMENTS



8 Sanborn Street- Post Office (2021-22)



600 Main Street- MF Charles



475 Main Street- Rise475 (2020)



30 Haven Street- Oak Tree (2012)



20-24 Gould Street- EMARC (2021-22)

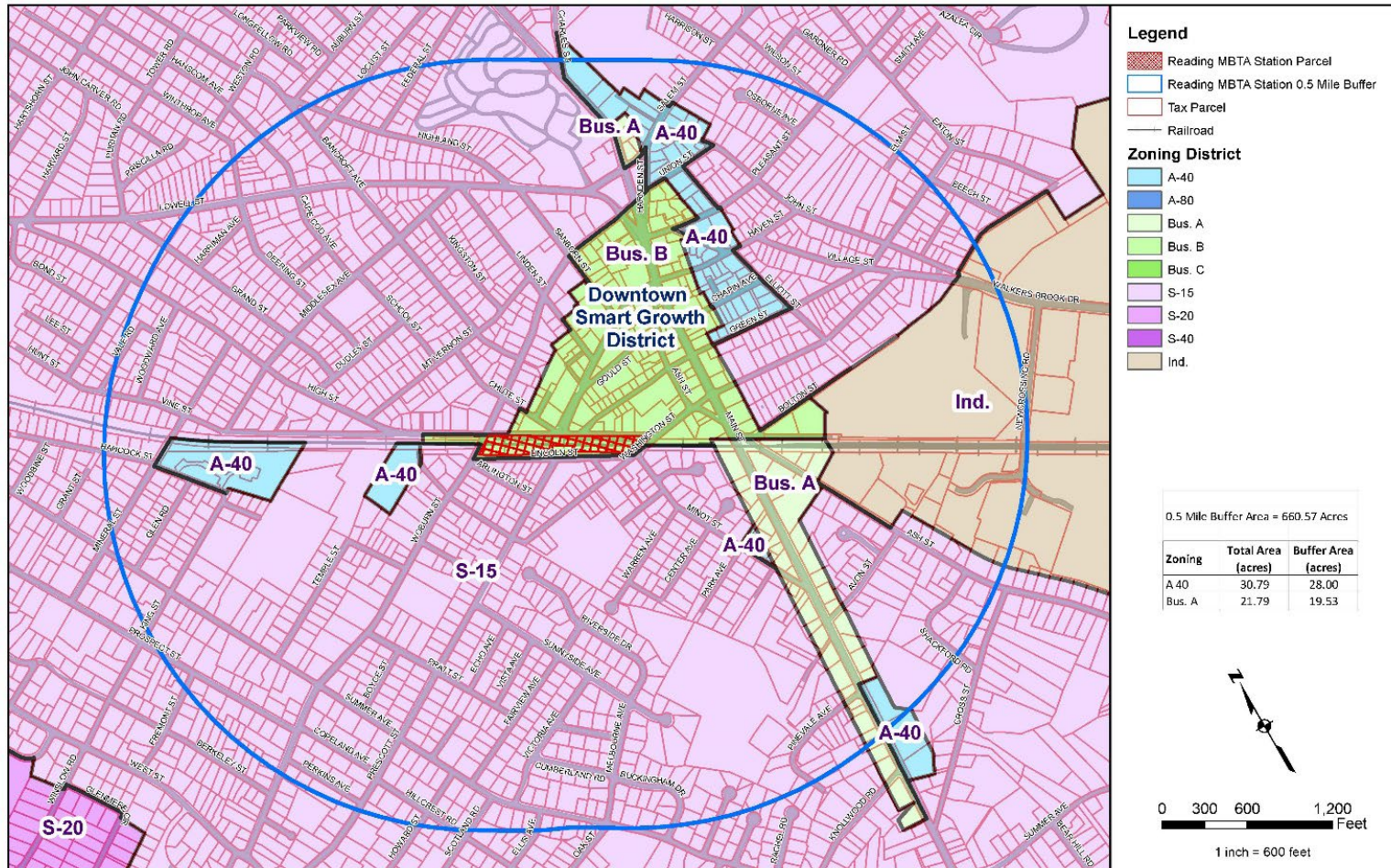
ONGOING DOWNTOWN DEVELOPMENTS

- Reading has several developments ongoing permitting, including:
 - 18 Woburn Street (3-Story Mixed Use Building, 6 Residential Units)
 - 531 Main Street (3-Story Mixed Use Building, 7 Residential Units)
- Coming Soon
 - 6-16 Chute Street (Approved February 2022, 4-Story Building, 2 Floors of Commercial Space, 29 Units, 8 Affordable Units)

HOUSING PRODUCTION PLAN & SUBSIDIZED HOUSING INVENTORY

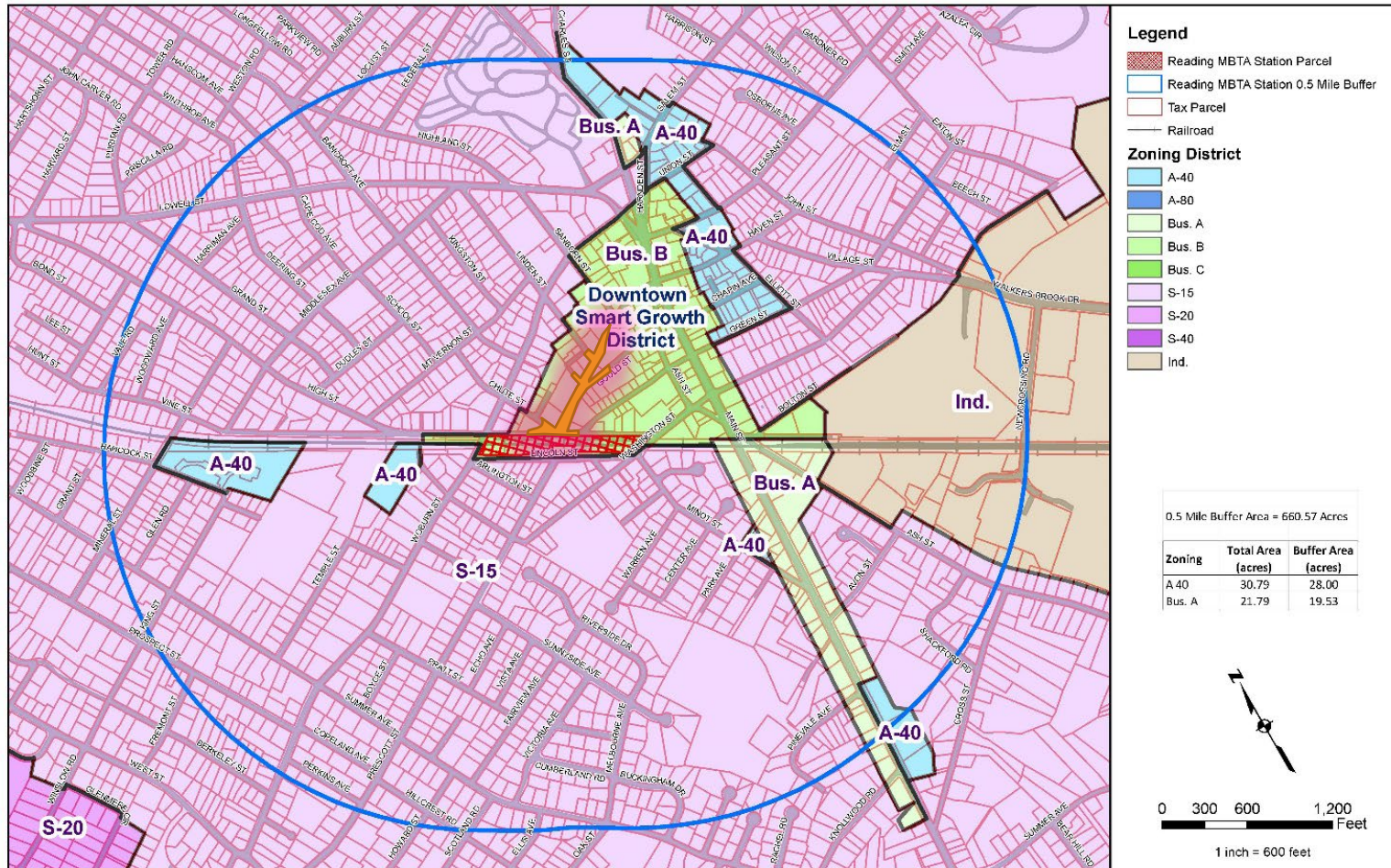
- The Town has been successful in meeting the 10% Subsidized Housing Inventory goal under our Housing Production Plan due to new development
- The HPP process provided an opportunity to re-engage residents on housing and refresh staff's demographic and housing affordability data
- The Housing Production Plan's goals and strategies focus on regulatory, funding, and partnership/leadership opportunities
 - Continuing to promote mixed use and housing development to meet affordability goals

COMPLIANCE WITH MBTA COMMUNITIES



- Existing Housing Stock: **9,952**
- Existing Developable Station Area: **343 Acres**
- Required Unit Capacity: **1,493 Units**
 - 40% of such required to be within 1/2 Mile of Depot = **598 units**
- Required Reasonable District Size: **43 Acres**
 - 40% of such of District(s) land to be within 1/2 mile of Depot = **17.2 acres**

COMPLIANCE WITH MBTA COMMUNITIES



- Existing Housing Stock: **9,952**
- Existing Developable Station Area: **343 Acres**
- Required Unit Capacity: **1,493 Units**
 - 40% of such required to be within 1/2 Mile of Depot = **598 units**
- Required Reasonable District Size: **43 Acres**
 - 40% of such of District(s) land to be within 1/2 mile of Depot = **17.2 acres**

REVENUE GENERATED VIA NEW DEVELOPMENTS

- 40R Incentive Payments Received Since Creation of DSGD:
 - Downtown Smart Growth District = **\$350,000**
- Density Bonus Payments Received Since Creation of DSGD:
 - Downtown Smart Growth District: **\$573,000**
 - Future Expected Density Bonus Applications: **\$123,000**
- New Growth Revenue:
 - 30 Haven Street, MF Charles Rehabilitation, Rise475, 136 Haven St, 24 Gould translated to **\$958,000 in New Growth Tax Revenue as of 2021**

CURRENT CONDITIONS



CURRENT CONDITIONS



CURRENT CONDITIONS



CURRENT CONDITIONS



CURRENT CONDITIONS





SANBORN STREET

LINDEN STREET

HAVEN STREET

GOULD STREET

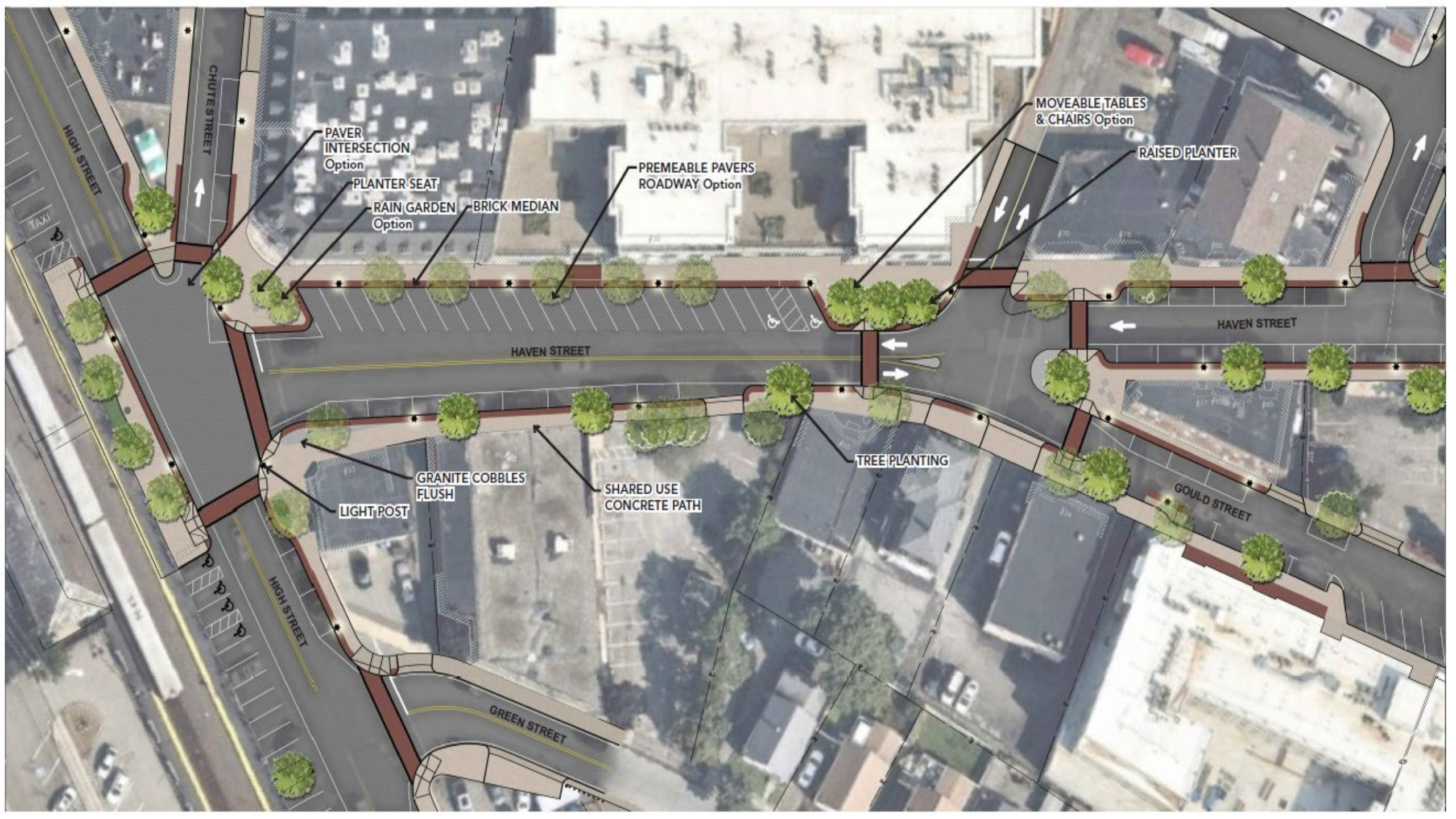
CHUTE STREET

GREEN STREET

WASHINGTON STREET

HIGH STREET





CHUTE STREET

HIGH STREET

TAXI

PAVER INTERSECTION Option

PLANTER SEAT

RAIN GARDEN Option

BRICK MEDIAN

PERMEABLE PAVERS ROADWAY Option

MOVEABLE TABLES & CHAIRS Option

RAISED PLANTER

HAVEN STREET

HAVEN STREET

GRANITE COBBLES FLUSH

LIGHT POST

SHARED USE CONCRETE PATH

TREE PLANTING

HIGH STREET

GREEN STREET

GOULD STREET





CONCLUSION

- Reading is active in investing into our downtown infrastructure and incentivizing private development
- Goal established to bring more people to Town to help economic development within the Town Center
- Moderate density surrounding our high dense 40R is desirable
- Healthy living corridors/connections is important to establish for residents and community

Q & A





THE GENERAL COURT OF MASSACHUSETTS
STATE HOUSE, BOSTON 02133-1053

April 12, 2023

Secretary Yvonne Hao
Executive Office of Housing and Economic Development
1 Ashburton Place, Unit 2101
Boston, MA 02108

Dear Secretary Hao:

We are writing as members of Reading's state legislative delegation to express our strong support for the Town's application for funding under the MassWorks Infrastructure Program through the Community One Stop for Growth application process.

The Town of Reading is seeking MassWorks funding for intersection, streetscape, and safety improvements along Haven Street and abutting critical collector streets, which comprise an expansive portion of Reading's vibrant downtown district. These planned improvements follow a multi-year program to rehabilitate sewer, water, and drainage utilities along the roadway, and substantially increase the capacity of these corridors and Reading's downtown to develop higher density housing and mixed uses.

Improvements under MassWorks financing will primarily fund pedestrian safety features and intersection improvements adjacent to a new private, mixed-use development, along with complementary features such as increased tree canopy and public realm amenities which will serve to cultivate a desirable and safe destination for abutting residents and visitors to Reading. These improvements, and the considerable financing the Town of Reading has already injected into downtown infrastructure, signals to potential housing and mixed-use developers that Reading is committed to densifying its downtown while increasing safety, accessibility, and walkability.

Moreover, Reading recognizes the necessity for dense and affordable housing adjacent to the Reading Commuter Rail Depot and within walkable neighborhoods. Reading's recently completed Housing Production Plan highlights the importance of producing additional housing while increasing the capacity of utility use through substantial infrastructure improvements.

The Town of Reading is partnering with several developers abutting Haven Street who are presently developing or redeveloping properties for residential and commercial mixed-uses within Reading's Downtown Smart Growth District zoning overlay. Additionally, the Town is partnering with a variety of stakeholders including its business community, Select Board, Chamber of Commerce, elected officials, and community organizations to develop a cohesive and community led design process under a separate funding source.

Due to the concerted efforts in design, community engagement, and visioning for this work, we strongly support this application and support funding allocated towards Reading's Downtown District to spur mixed-use and inclusive developments through meaningful infrastructure improvements. We urge you to look favorably on the Town's application.

Sincerely,

Handwritten signature of Bradley H. Jones, Jr.

Bradley H. Jones, Jr.
State Representative
20th Middlesex District

Handwritten signature of Richard M. Haggerty.

Richard M. Haggerty
State Representative
30th Middlesex District

Handwritten signature of Jason M. Lewis.

Jason M. Lewis
State Senator
5th Middlesex District



TOWN OF READING, MA
16 Lowell Street, Reading MA 01867
Select Board

Secretary Yvonne Hao
Executive Office of Housing & Economic Development
1 Ashburton Place, Unit 2101
Boston, MA 02108

Dear Secretary Hao,

The Town of Reading is applying for a MassWorks Infrastructure Program grant under the Executive Office of Housing and Economic Development's Community One Stop for Growth initiative. MassWorks funding will be designated for roadway and drainage improvements along Haven Street and abutting critical collector streets, which comprise a majority of our vibrant downtown district. These improvements follow a multi-year program, and millions of locally committed funds, to rehabilitate sewer and water utilities along the roadway, and substantially increases the capacity of these corridors and Reading's downtown to develop higher density housing and mixed uses.

Improvements under MassWorks funding will include pedestrian safety features, intersection improvements, increased tree canopies, and public realm amenities which will serve to cultivate a desirable and safe destination for abutting residents and visitors to Reading. Such improvements, and the considerable financing we have already allocated into downtown infrastructure, signals to potential housing and mixed-use developers that Reading is committed to densifying its downtown while increasing safety, accessibility, and walkability.

Moreover, Reading recognizes the necessity for dense and affordable housing adjacent to the Reading Commuter Rail Depot and within walkable neighborhoods. Our recently completed Housing Production Plan highlights the importance of producing additional housing while increasing the capacity of utility use through substantial infrastructure improvements.

The Town of Reading, and the governing bodies that have overseen the massive investments to our downtown, has shown time and again that we are looking to promote mixed-use and affordable housing developments, healthy and vital community assets, and safe and reliable transportation options for our entire community.

The Town of Reading Select Board supports this MassWorks application and looks forward to the potential improvements for Reading's dense and busy downtown district while increasing access to housing.

Sincerely,

The Town of Reading Select Board
16 Lowell Street, 01867
Reading, MA



TOWN OF READING, MA
16 Lowell Street, Reading MA 01867
Select Board

SELECT BOARD OF READING

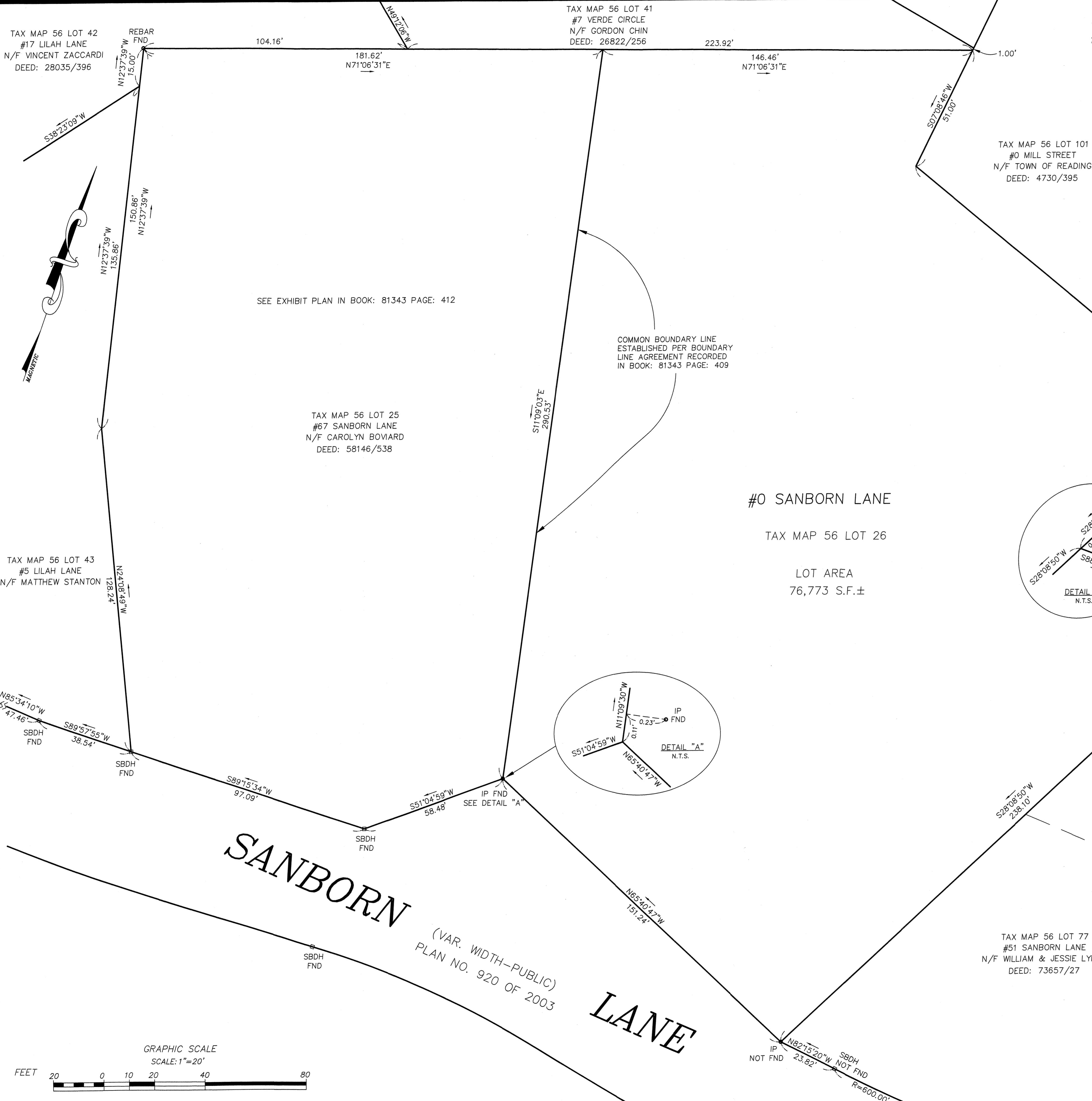
Mark L. Dockser, Chair

Karen Gately Herrick, Vice Chair

Christopher Haley, Secretary

Carlo Bacci

Jacqueline McCarthy



GENERAL NOTES:

1. THIS PLAN DOES NOT SHOW ANY UNRECORDED OR UNWRITTEN EASEMENTS WHICH MAY EXIST. A REASONABLE AND DILIGENT ATTEMPT HAS BEEN MADE TO OBSERVE ANY APPARENT, VISIBLE USES OF THE LAND; HOWEVER, THIS DOES NOT CONSTITUTE A GUARANTEE THAT NO SUCH EASEMENTS EXIST.

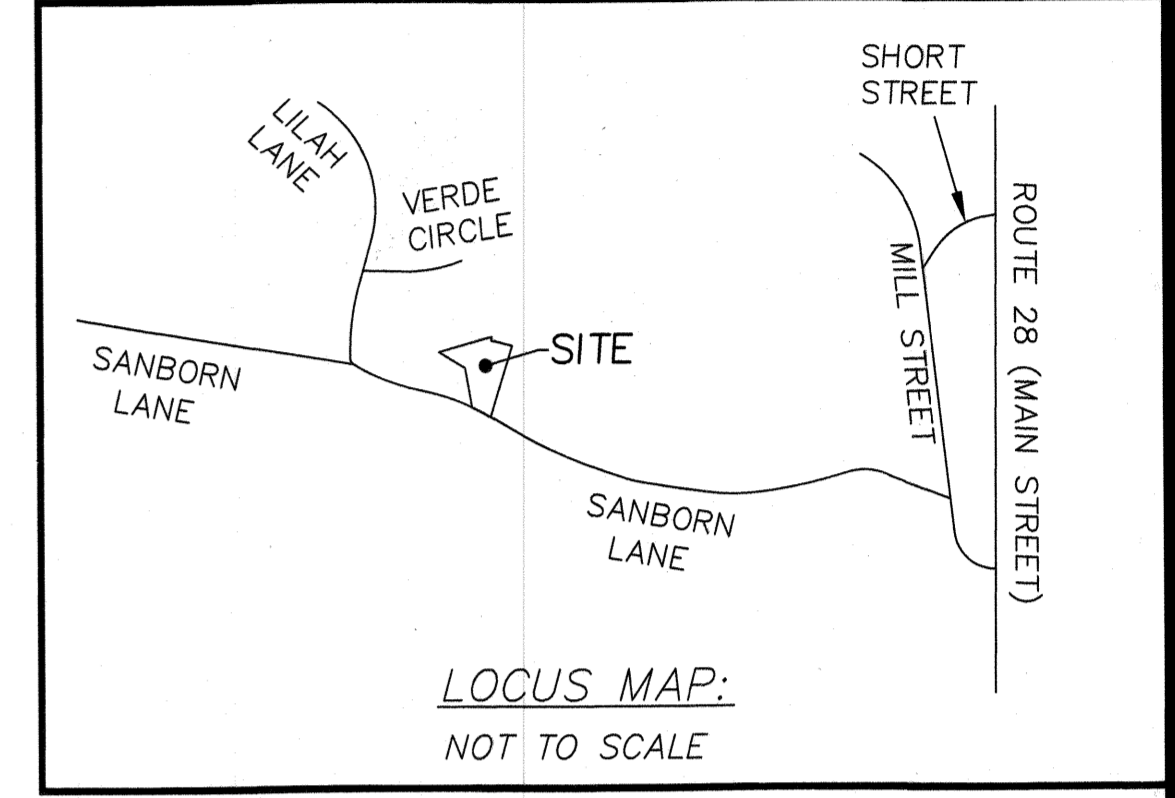
CHAPTER 380, ACTS OF 1966

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

PAUL FINOCCHIO, PLS
LICENSE # 36115

3/22/23
DATE

FOR REGISTRY OF DEEDS USE ONLY



LEGEND:

SBDH	STONE BOUND WITH DRILL HOLE
FND	FOUND
S.F.	SQUARE FEET
EX.	EXISTING

RECORD OWNER:

THE BUTCHER FAMILY R.T.
79 PURITAN LANE
SWAMPSCOTT, MA
DEED: 47467/381

REFERENCES:

- PLAN No. 1364 of 1985
- PLAN No. 1305 of 1947
- PLAN No. 622 OF 2015
- PLAN No. 920 OF 2003

ZONING INFORMATION:

ZONING DISTRICT: S-20
MIN. LOT AREA : 20,000 S.F.
MIN. LOT FRONTAGE : 120 FEET
MIN. BUILDING SETBACKS:
FRONT : 20 FEET
SIDE : 15 FEET
REAR : 20 FEET

0 SANBORN LANE

PLAN OF LAND
LOCATED IN
READING, MASSACHUSETTS
(MIDDLESEX COUNTY)

PREPARED FOR
TOWN OF READING
SCALE: 1"= 20' DATE: MARCH 22, 2023

PREPARED BY
SULLIVAN ENGINEERING GROUP, LLC
P.O. BOX 2004
WOBURN, MA 01888
(781) 854-8644

SHEET No. 1 OF 1

I DECLARE, TO THE BEST OF MY PROFESSIONAL KNOWLEDGE, INFORMATION, AND BELIEF, THAT THIS PLAN WAS PREPARED IN ACCORDANCE WITH THE RULES AND REGULATIONS OF THE REGISTERS OF DEEDS.

JOHN D. SULLIVAN III, P.E.
LICENSE # 41586

3-22-23
DATE

March 22, 2023

Carolyn Boviard
67 Sanborn Lane
Reading, MA 01867

**Re: 0 Sanborn Lane, Reading (Tax Map 56 Lot 26)
Plan of Land to be donated to the Town of Reading**

Carolyn;

I have prepared a Plan of Land entitled "0 Sanborn Lane located in Reading, MA" dated 03-22-2023, scale 1"=20' to fully show and describe the property abutting yours. The intent of this plan is to accompany a deed for the donation of the land from the owner to the Town of Reading. The Town of Reading engaged me to prepare this plan.

As part of this land transfer, the Town of Reading wants to make sure you have had a chance to review the plan and are in agreement with the lot lines shown. In preparing the plan, I researched record plans at the Registry of Deeds, including the recently recorded boundary line agreement plan (Exhibit Plan in Book: 81343 Page: 412)

If would kindly review the plan and if the lot line locations look correct to you could you please sign and date below (then mail back to me or drop to my house at 25 Clover Circle, Reading). If you have any questions you can e-mail or call me.

Sincerely,

Jack Sullivan, P.E.



3-22-23

Lot Lines on Plan of Land entitled "0 Sanborn Lane located in Reading, MA" dated 03-22-2023 as prepared by Sullivan Engineering Group, LLC appear correct as pertaining to our property (#67 Sanborn Lane, Reading)

Owner of #67 Sanborn Lane

Date

QUITCLAIM DEED

Locus: 0 Sanborn Lane, Reading, MA

I, William A. Quigley Jr., Trustee of Butcher Family Realty Trust from Steven and Irene Butcher u/d/t dated May 18, 2006, and recorded with the Middlesex South Registry of Deeds in Book 47467, page 372, with a mailing address of _____, for which a trustees’ certificate pursuant to M.G.L. c. 184, § 35 is recorded at the Middlesex South District Registry of Deeds at Book _____, Page _____ (“Grantor”), for consideration paid of less than one hundred dollars, grant to the Town of Reading, Massachusetts, acting by and through its Conservation Commission, with an address of 16 Lowell Street, Reading, Massachusetts 01867 (“Grantee”), with Quitclaim Covenants, all of my right, title and interest in a parcel of land described below to be held, managed, controlled and maintained by said Conservation Commission for conservation purposes under the provisions of Massachusetts General Laws Chapter 40, Section 8C, as amended, and subject to Massachusetts Constitutional Amendment Article 97:

A parcel of land located on the northerly side of Sanborn Lane shown as #0 Sanborn Lane on a plan recorded herewith as Plan # _____ of 2023 and titled “Plan of Land located in Reading, Massachusetts (Middlesex County)” prepared for the Town of Reading Scale 1”= 20’ and dated March 22, 2023 prepared by Sullivan Engineering Group, LLC and containing approximately 76,773 square feet.

Subject to restrictions, easements and betterments of record so far as the same may now be in force and applicable.

The property is vacant land and has not been a homestead.

For Grantor’s title see deed recorded at said Registry in Book 47467, Page 381.

Executed under seal this _____ day of _____, 2023.

William A. Quigley Jr,
Trustee of Butcher Family Realty Trust
from Steven and Irene Butcher

COMMONWEALTH OF MASSACHUSETTS

_____, ss.

On this ____ day of _____, 2023, before me, the undersigned Notary Public, personally appeared the above-named William A. Quigley Jr, Trustee of Butcher Family Realty Trust from Steven and Irene Butcher, proved to me by satisfactory evidence of identification, being (check whichever applies): driver's license or other state or federal governmental document bearing a photographic image, oath or affirmation of a credible witness known to me who knows the above signatory, or my own personal knowledge of the identity of the signatory, to be the person whose name is signed above, and acknowledged the foregoing to be signed by him/her voluntarily for its stated purpose.

Notary Public

My Commission Expires:

We, the undersigned, representing a majority of the members of the Town of Reading Conservation Commission, do hereby accept the deed of William A. Quigley Jr, Trustee of Butcher Family Realty Trust from Steven and Irene Butcher of the land included in this deed.

Witness our hands and seals this _____ day of _____, 2023.

MARTHA MOORE

BRIAN BOWE

ANDREW DRIBIN

CARL SACCONO

WILLIAM McCANTS

JOHN SULLIVAN

We, the undersigned, representing a majority of the members of the Select Board of the Town of Reading, in accordance with M.G.L. c.40, §8C, do hereby approve the acceptance by the Town of Reading Conservation Commission of a gift of land from William A. Quigley Jr, Trustee of Butcher Family Realty Trust from Steven and Irene Butcher included in this deed.

Witness our hands and seals this _____ day of _____, 2023.

MARK L. DOCKSER

KAREN GATELY HERRICK

CHRISTOPHER HALEY

CARLO BACCI

JACQUELINE McCARTHY

LaVerde, Jacquelyn

From: Anthony D'Arezzo
Sent: Tuesday, March 21, 2023 6:10 PM
To: LaVerde, Jacquelyn
Cc: Heather Clish
Subject: Change of Voluteer Position

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

Dear Ms. LaVerde,

It has come to my attention that there is a possible candidate for an Associate Member of the Community Planning and Development Commission (CPDC). As there is only one Associate Member allowed on the CPDC, for this candidate to be considered, I need to request a change in position.

I would like to formally request to be appointed a full member of the CPDC. I am unsure of the process, I do know the Select Board will need to vote on the change. I may need to be vetted by the VASC.

Please let me know what is needed for this change to be considered.

Thank you,

Tony D'Arezzo

Board/Committee	Members	Address	Full/ Assoc	Orig. Date	Term Ends	Appt Auth
Community Planning & Development Commission	John Weston	10 Winthrop Ave	F	2007	2025	SB
Community Planning & Development Commission	VACANT		F		2024	SB
Community Planning & Development Commission	Heather Clish	51 Deering Street	F	2020	2023	SB
Community Planning & Development Commission	Pamela Adrian	87 Ash Street	F	2018	2023	SB
Community Planning & Development Commission	Mark Wetzel	163 County Road	F	2023	2024	SB
Community Planning & Development Commission	Tony D'Arezzo	130 John Street	A	2017	2023	SB
	Incumbent - Term Expires June 30th					
	Current Associate seeking Full					

Select Board Liaison Assignments

effective May 2021

Projects	
PARC	Chris
Water Tower	Karen

Administrative Services	#	
Select Board VASC	2	Mark & Carlo
School Committee	2	Mark & Chris
Regional School District	1	Chris
RMLD Commissioners	2	Karen
RMLD CAB	1	Chris
Bylaw Committee	1	Carlo
Finance Committee	2	Karen & Chris
RCTV Board of Directors	1 or 2	Anne & Chris
Cultural Council	1	Anne
Climate Advisory	1	Karen
Reading Ice Arena Authority	1	Carlo
Walkable Reading	1	Chris
Celebration Committee	1	Chris
Animal Controls Appeal Comm.	1	Karen
Moderator & TM Rules Committee	1	Carlo
Board of Registrars	1	Carlo
Constables	1	Anne
Finance		
Audit Committee	1	Chris
Board of Assessors	1	Karen
Retirement Board	1	Anne
Commissioners of Trust Funds	1	Mark
Veterans Memorial Trust Fund Comm.	1	Mark

Public Services	#	
Community Services		
Council on Aging & MVES	1 or 2	Karen & Mark
Board of Health	1 or 2	Anne & Carlo
Recreation Committee	1 or 2	Carlo
Cust. of Soldiers&Sailors Graves	1	Carlo
Community Development		
Economic Development	1 or 2	Karen & Mark
MAPC	1	Karen
CPDC	1 or 2	Karen & Carlo
Zoning Board of Appeals	1 or 2	Anne
Historical	1 or 2	Carlo
Historic District Commissions	new	Chris
Conservation Commission	1 or 2	Karen
Reading Housing Authority	1	Anne
Public Safety		
Public Safety department	1 or 2	Anne & Mark
HRAC	1 or 2	Anne
The Coalition	1	Mark
Facilities		
Permanent Building Committee	1 or 2	Mark
Public Library		
Library Trustees	1 or 2	Anne & Carlo
Public Works		
Public Works department	1	Karen
Board of Cemetery Trustees	1	Chris
MWRA Advisory Board	1	Anne
Trails Committee	1	Anne
Town Forest Committee	1	Mark

Select Board Liaison Assignments

effective May 2022

Projects & Ad Hocs	
PARC	Chris
RAAC	Chris & Mark
ReCalc	Mark
Killam School	Karen

Administrative Services	#	
Select Board VASC	2	Chris & Jackie
School Committee	2	Karen & Chris
Regional School District	1	Chris
RMLD Commissioners	2	Karen & Jackie
RMLD CAB	1	Chris
Bylaw Committee	1	Carlo
Finance Committee	2	Mark & Jackie
RCTV Board of Directors	1 or 2	Jackie & Karen
Cultural Council	1	Jackie
Climate Advisory	1	Karen
Reading Ice Arena Authority	1	Carlo
Walkable Reading	1	Chris
Celebration Committee	1	Chris
Animal Controls Appeal Comm.	1	Carlo
Moderator & TM Rules Committee	1	Carlo
Board of Registrars	1	Carlo
Constables	1	Jackie
Finance		
Audit Committee	1	Chris
Board of Assessors	1	Karen
Retirement Board	1	Jackie
Commissioners of Trust Funds	1	Mark
Veterans Memorial Trust Fund Comm.	1	Mark

Public Services	#	
Community Services		
Council on Aging & MVES	1 or 2	Karen & Mark
Board of Health	1 or 2	Jackie & Carlo
Recreation Committee	1 or 2	Carlo
Cust. of Soldiers & Sailors Graves	1	Carlo
Community Development		
Economic Development	1 or 2	Karen & Carlo
MAPC	1	Karen
CPDC	1 or 2	Jackie & Carlo
Zoning Board of Appeals	1 or 2	Jackie
Historical	1 or 2	Carlo
Historic District Commissions	new	Chris
Conservation Commission	1 or 2	Karen
Reading Housing Authority	1	Jackie
Public Safety		
Public Safety department	1 or 2	Chris & Mark
The Coalition	1	Mark

Facilities		
Permanent Building Committee	1 or 2	Mark
Public Library		
Library Trustees	1 or 2	Karen & Carlo
Public Works		
Public Works department	1	Karen
Board of Cemetery Trustees	1	Chris
MWRA Advisory Board	1	Jackie
Trails Committee	1	Jackie
Town Forest Committee	1	Mark

Select Board Liaison Assignments

effective May 2023

Projects & Ad Hocs	#	
SWEC	1	Carlo
Killam School	1	Karen
ReCalc	1	Mark
Affordable Housing Trust	1	Jackie

Administrative Services	#	
Select Board VASC	2	Chris & Jackie
School Committee	2	Karen & Chris
Regional School District	1	Chris
RMLD Commissioners	2	Karen & Jackie
RMLD CAB	1	Chris
Bylaw Committee	1	Carlo
Finance Committee	2	Mark & Jackie
RCTV Board of Directors	1 or 2	Jackie & Karen
Cultural Council	1	Jackie
Climate Advisory	1	Karen
Reading Ice Arena Authority	1	Carlo
Walkable Reading	1	Chris
Celebration Committee	1	Chris
Animal Controls Appeal Comm.	1	Carlo
Moderator & TM Rules Committee	1	Carlo
Board of Registrars	1	Carlo
Constables	1	Jackie
Finance		
Audit Committee	1	Chris
Board of Assessors	1	Karen
Retirement Board	1	Jackie
Commissioners of Trust Funds	1	Mark
Veterans Memorial Trust Fund Comm.	1	Mark

Public Services	#	
Community Services		
Council on Aging & MVES	1 or 2	Karen & Mark
Board of Health	1 or 2	Jackie & Carlo
Recreation Committee	1 or 2	Carlo
Cust. of Soldiers & Sailors Graves	1	Carlo
Community Development		
Economic Development	1 or 2	Karen & Carlo
MAPC	1	Karen
CPDC	1 or 2	Jackie & Carlo
Zoning Board of Appeals	1 or 2	Jackie
Historical	1 or 2	Carlo
Historic District Commissions	new	Chris
Conservation Commission	1 or 2	Karen
Reading Housing Authority	1	Jackie
Public Safety		
Public Safety department	1 or 2	Chris & Mark
The Coalition	1	Mark

Facilities	#	
Permanent Building Committee	1 or 2	Mark
Public Library		
Library Trustees	1 or 2	Karen & Carlo
(PAIR) Partners and Allies for Inclusive Reading	1	Mark
Public Works		
Public Works department	1	Karen
Board of Cemetery Trustees	1	Chris
MWRA Advisory Board	1	Jackie
Trails Committee	1	Jackie
Town Forest Committee	1	Mark

	Assignments
Chris	10
Jackie	14
Karen	12
Carlo	13
Mark	10



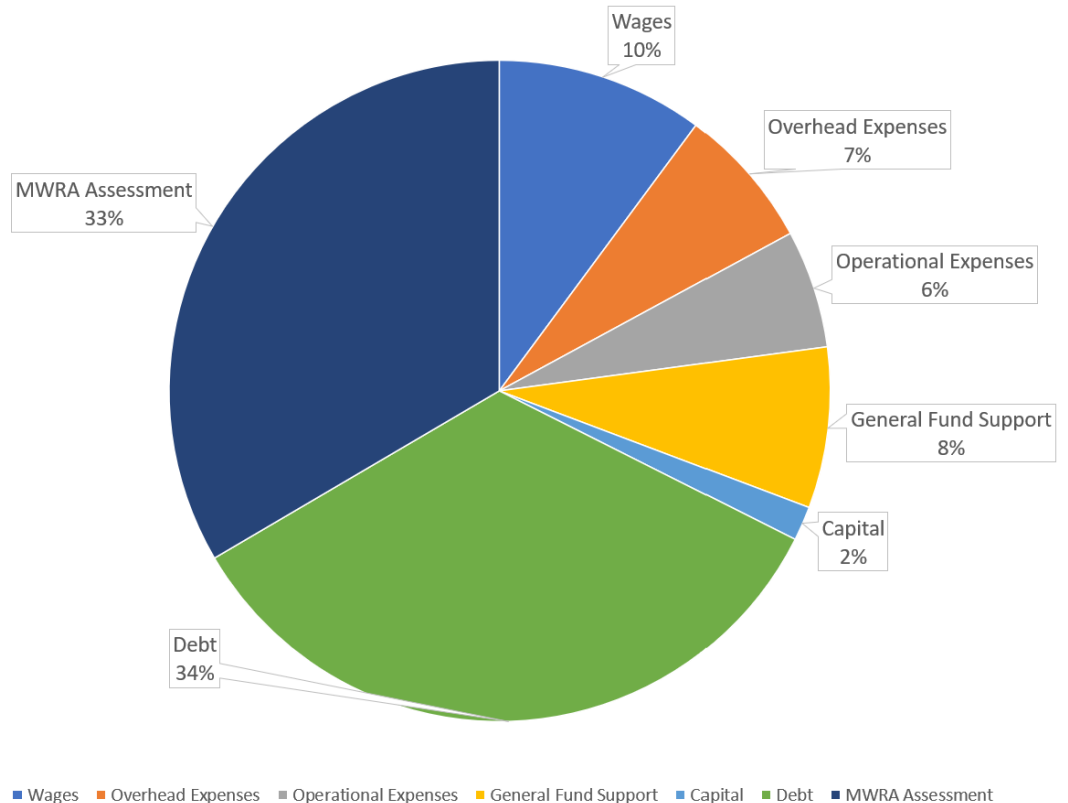
Town of Reading



**Select Board Water & Sewer Rate Preview
May 9, 2023**



**FY24 Water
Enterprise
Budget
\$8,655,507
(2% Reduction
vs. FY23)**

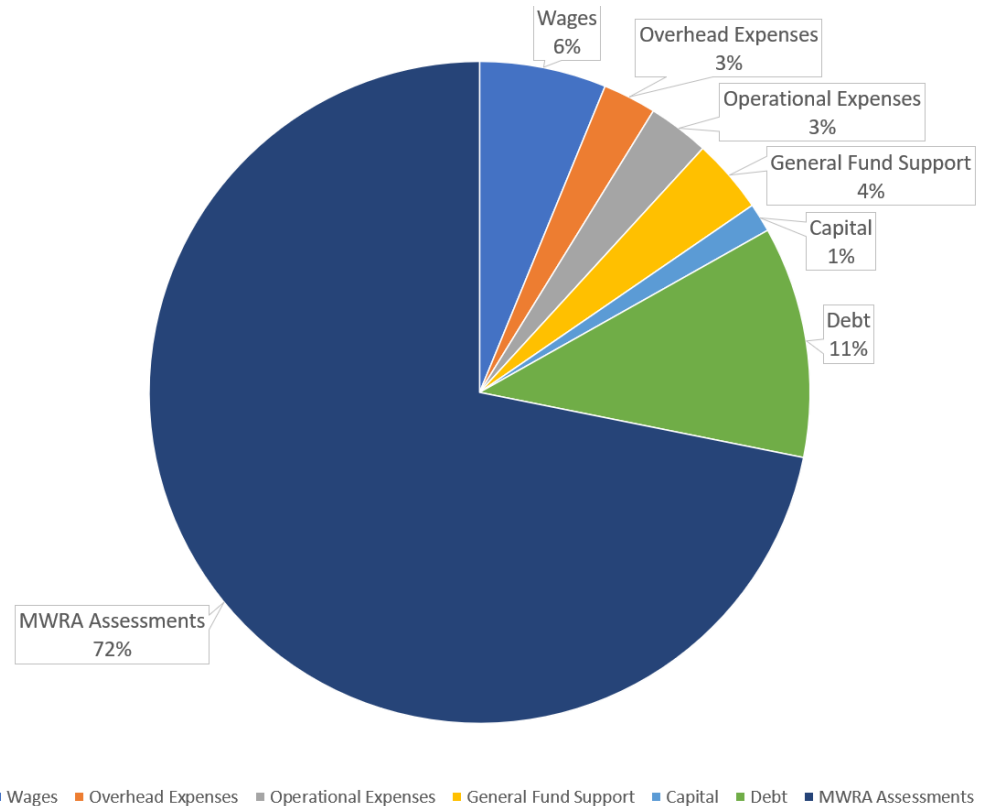


Voted by Town Meeting:

- **\$850,000 Offset from Reserves**
- **\$145,000 from ARPA to Support Capital**



**FY24 Sewer
Enterprise
Budget
\$7,791,992
(2.5% Increase
vs. FY23)**



Voted by Town Meeting:

- **\$550,000 Offset from Reserves**



FY24 Rates – Good News

- **Thanks to a more than usual dry-summer in 2022, revenue in the water & sewer enterprise funds is ahead of projections**
 - **This will result in additional regeneration of retained earnings, more than anticipated**
 - **Very hard to predict what next summer will be like, we do not want to assume a dry summer every year**
- **MWRA Preliminary Assessment is very positive for Reading**
 - **0.6% Increase in Water Assessment (\$2,825,027)**
 - **-0.8% Decrease in Sewer Assessment (\$5,337,985)**
 - **-0.3% Decrease combined**

Historic MWRA Water Assessments

Fiscal Year ---->	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024P
MWRA Assessment	\$ 1,726,878	\$ 1,772,389	\$ 1,811,212	\$ 1,854,203	\$ 1,931,410	\$ 2,032,766	\$ 2,109,549	\$ 2,211,234	\$ 2,296,922	\$ 2,370,637	\$ 2,399,752	\$ 2,831,288	\$ 2,807,828	\$ 2,825,027
Change from Prior Yr		2.6%	2.2%	2.4%	4.2%	5.2%	3.8%	4.8%	3.9%	3.2%	1.2%	18.0%	-0.8%	0.6%
												Average Last Five Years, incl. FY24P:		4.4%
												Average All 12 Years, incl. FY24P:		3.9%



FY24 Rates, Reading is pursuing Tiered Rates

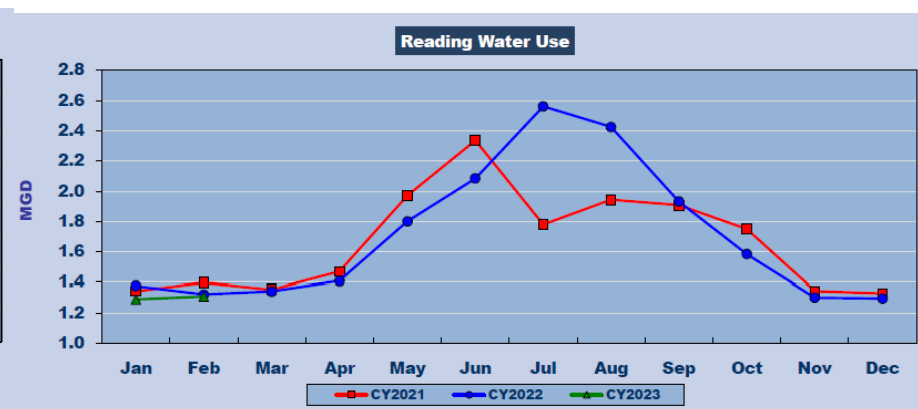
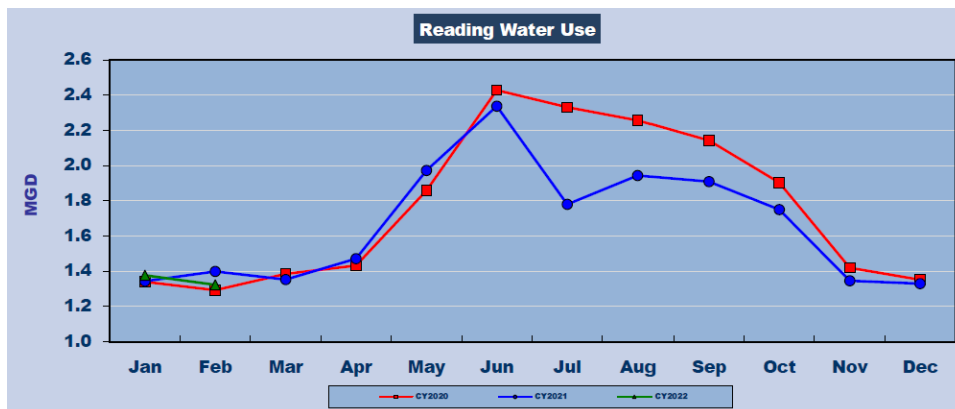
Overview:

- **Today we have a single rate system, based on water usage**
- **Proposal is to go to a tiered system that would encourage conservation. Higher usage would be billed at a higher rate**
- **Several questions asked at our last meeting**
- **Select Board recommended a public forum, tentatively scheduled for Wednesday May 31st at 6 PM**
- **Recommending that the Select Board Chair schedule the Public Hearing and Vote for June 6 to allow more time for outreach**



Question: Are we using the right time frame?

- For our analysis we are using, 4 quarters (1-year) worth of data: 7/27/2021, 10/26/2021, 1/25/2022, 4/26/2022.
- Below is a graphical trend of water usage for Reading, issued on February 2022 and on February 2023.
- Higher water usage the summer of 2020 (presumably because of COVID) and the summer of 2022 (presumably because of weather). It appears that the winter months stay consistent, year over year.
- Going back to 2019 is too dated, specially with development
- We still think the data used for analysis is the best





Question: Are we required to go to tiers?

- M. G. L. c. 165, § 2B was passed in 1993, but was to take effect on July 1, 1994. Subsequently, the law was amended to include additional language on July 10, 1994, with the amendment also retroactive to July 1, 1994.
- The original version of G. L. c. 165, § 2B was passed in 1993 and stated as follows: “All municipalities or water districts shall institute water charges and fees that incorporate a base rate for all users; provided, that said base rate shall be increased at an increasing block rate to fairly reflect the resource demand and consumption of high volume users of water.” St.1993, c. 110, § 195. Section 196 of that legislation further intended to add that Section 195 was to take effect on July 1, 1994, but contained a typo referring to Section 196, which was subsequently corrected on January 14, 1994.
- On July 10, 1994, the Legislature amended G. L. c. 165, § 2B to include additional language [shown here in italics]: “All municipalities or water districts *within the jurisdiction of the Massachusetts Water Resources Authority*, but not including communities serviced by the Connecticut Valley Aqueduct shall institute water charges and fees that incorporate a base rate for all users; provided, that said base rate shall be increased at an increasing block rate to fairly reflect the resource demand and consumption of high volume users of water.” The amendment was made effective retroactively as of July 1, 1994. St.1994, c. 60, § 140.



Question: Should we implement second meters?

- **Commonly known as “Irrigation Meters”, this would allow water used for irrigation or pools to be metered separately and not billed for sewer usage**
- **It will create a deficit in sewer revenue that is hard to predict**
- **Residents must install and pay all plumbing expenses, permits and purchase second meter to take advantage of this**
- **If Select Board would like to pursue this option, recommend limiting to 50 Residential Properties for at least 2 fiscal years, to analyze trends and impacts on revenue.**
- **Do not recommend allowing irrigation meters to commercial properties**



Question: How many people in a household would fall in each tier?

- A resident asked the size of home that would fall on each tier. The table below is the best approximation we can show:
 - 45 gallons/person/day is based on MWRA data for Reading
 - 65 gallons/person/day is based on EPA nationwide data
 - Does not account for irrigation, pools, or outside water usage, this accounts for domestic consumption

			# of persons in household per tier			
			45 gallons per day		65 gallons per day	
Tiers	Start	End	Start	End	Start	End
1	-	500	0	1	0	1
2	501	1,000	1	2	1	1
3	1,001	2,500	2	5	1	3
4	2,501	4,000	5	7	3	5
5	4,001	+	7	or More	5	or More



FY23 Rates

Water	Sewer
Rates	
\$ 11.41	\$ 10.86
Rate per 100 cubic feet of usage	

Proposed FY24 Tiered Rates

Water						Sewer					
Tiers	1	2	3	4	5	Tiers	1	2	3	4	5
Start	-	501	1,001	2,501	4,001	Start	-	501	1,001	2,501	4,001
End	500	1,000	2,500	4,000	+	End	500	1,000	2,500	4,000	+
Rate	\$ 10.10	\$ 10.80	\$ 11.70	\$ 12.50	\$ 13.00	Rate	\$ 9.60	\$ 10.30	\$ 11.15	\$ 11.90	\$ 12.35
% Difference	-11%	-5%	3%	10%	14%	% Difference	-12%	-5%	3%	10%	14%

- **Big change: modified tier 4: 2,501 to 4,000, to incorporate more “bigger families”**
- **Water: With this plan, billings are projected to go up \$203,639 (or 2.7%) if the new structure is in place for a full year and \$31,634 (0.4%) if the new structure is in place for $\frac{3}{4}$ of a year.**
- **Sewer: With this plan, billings are projected to go up \$49,450 (or 0.7%) if the new structure is in place for a full year and \$14,829 (0.2%) if the new structure is in place for $\frac{3}{4}$ of a year.**



Who Falls on Each Tier?

Residential				# Bills <=0:	759	
RE	1	2	3	4	5	Totals
# Bills	2,627	6,129	16,637	3,186	1,559	30,138
% Bills	8.7%	20.3%	55.2%	10.6%	5.2%	100.0%

Commercial				# Bills <=0:	71	
CO	1	2	3	4	5	Totals
# Bills	188	138	185	75	394	980
% Bills	19.2%	14.1%	18.9%	7.7%	40.2%	100.0%

Total				# Bills <=0:	876	
Total	1	2	3	4	5	Totals
# Bills	2,836	6,287	16,874	3,320	2,027	31,344
% Bills	9.0%	20.1%	53.8%	10.6%	6.5%	100.0%

- **84.3% of Residential accounts billed under Tier 1, 2, and 3, 10.6% in Tier 4**
- **52.1% of Commercial Accounts billed under Tier 1, 2, and 3, 7.7% in Tier 4**
- **Accounts are billed at the respective tier rate, like income taxes, it is progressive**



Projected Billing for Water

User Impact (per Bill) - Water Bills Only				
User Type	Usage	Current Bill	FY 2024 - TIERS	FY 2024 - NO TIERS
Low-End User	500	\$ 54.30	\$ 50.50	\$ 58.90
Avg. Residential User (45 gpd)	1,500	\$ 162.90	\$ 163.00	\$ 176.71
Avg. Residential User (65 gpd)	2,200	\$ 238.92	\$ 244.90	\$ 259.18
Large Residential User	4,500	\$ 488.70	\$ 532.50	\$ 530.14
Large Commercial User	10,000	\$ 1,086.00	\$ 1,247.50	\$ 1,178.08
Very Large Commercial User	100,000	\$10,860.00	\$ 12,947.50	\$ 11,780.83

Projected Billing for Sewer

User Impact (per Bill) - Sewer Bills Only				
User Type	Usage	Current Bill	FY 2024 - TIERS	FY 2024 - NO TIERS
Low-End User	500	\$ 54.30	\$ 48.00	\$ 55.93
Avg. Residential User (45 gpd)	1,500	\$ 162.90	\$ 155.25	\$ 167.79
Avg. Residential User (65 gpd)	2,200	\$ 238.92	\$ 233.30	\$ 246.09
Large Residential User	4,500	\$ 488.70	\$ 507.00	\$ 503.36
Large Commercial User	10,000	\$ 1,086.00	\$ 1,186.25	\$ 1,118.58
Very Large Commercial User	100,000	\$10,860.00	\$ 12,301.25	\$ 11,185.80



Recommendation for Water & Sewer Rates for FY24

Tiers	1	2	3	4	5
Water Rate	\$ 10.10	\$ 10.80	\$ 11.70	\$ 12.50	\$ 13.00
Sewer Rate	\$ 9.60	\$ 10.30	\$ 11.15	\$ 11.90	\$ 12.35
FY24 Combined Rate	\$ 19.70	\$ 21.10	\$ 22.85	\$ 24.40	\$ 25.35
FY23 Combined Rate	\$ 22.27	\$ 22.27	\$ 22.27	\$ 22.27	\$ 22.27
% Difference	-12%	-5%	3%	10%	14%

Avg. Residential User (45 gpd)	Usage	Current Bill	New Bill
Quarterly Water Bill	1500	\$ 171.15	\$ 163.00
Quarterly Sewer Bill	1500	\$ 162.90	\$ 155.25
Combined Bill	1500	\$ 334.05	\$ 318.25
Usage in cubic feet			



NEWTON CENTER FOR ACTIVE LIVING PROJECT

RUTHANNE FULLER
MAYOR

REQUEST FOR QUALIFICATIONS DESIGNER SERVICES (RFQ) #18-109 May 24, 2018

1. INTRODUCTION

The City of Newton, Massachusetts, (“Owner”), acting through the Designer Selection Committee (DSC), is seeking the services of a qualified designer (“Designer”) within the meaning of the Massachusetts Designer Selection Law M.G.L. Chapter 7C, Sections 44 through 58, to provide Designer Services for programming, feasibility, design, new construction or addition to/renovation of the City’s Senior Center, 345 Walnut Street, Newton, Massachusetts to establish a new Newton Center For Active Living (the “Project”).

The City is requesting the qualifications of a Designer to provide professional services during one and perhaps subsequent multiple Project phases.

- First, in Phase 1 the Designer will prepare a Facilities Program Study to identify the interests and needs of the various stakeholders in order that the Owner may select a Design Program(s). Phase 1 services shall be referred to herein as the Basic Services.
- Second, subject to the approval of the Project and further subject to continued funding authorized by the City, the contract between the City and the Designer may be amended to include continued Designer services for a Feasibility Study to arrive at a Preferred Option based on the program, needs and interests identified and selected in Phase 1.
- Third, subject to the approval of the Project and further subject to continued funding authorized by the City, the contract between the City and the Designer may be amended again to include continued Designer services for Schematic Design Phase plans, specifications and cost estimates for Site Plan Approval of the Preferred Option.
- Finally, subject to the approval of the Project and further subject to continued funding authorized by the City, the contract between the City and the Designer may be amended again to include continued Designer services through the Project’s Design Development, Construction Documents, Bid and Award, Construction Administration and Final Closeout phases.

A potential Project may include a renovation and addition of the existing Senior Center building or construction of a new building which may be on an alternate site.. The Fee for services related to the completion of the Basic Services will be negotiated but will not exceed \$30,000. “Extra Services” fees will not be allowed for Phase 1. Subsequent phases will be negotiated once approved.

2. GENERAL INFORMATION

The Owner believes in a design approach where all Project stakeholders are involved in the design process from start to finish on a collaborative basis as indicated in the City of Newton – Public Buildings Department Building Design and Construction Sustainability Guidelines **Attachment G**. The process recognizes that non-inclusive and compartmentalized design decisions made unilaterally may have adverse impacts on achieving sustainable design goals. An integrated design approach is required for the Project.

The Owner's Project Manager (OPM) will coordinate the collaborative design team process for options analysis, criteria development and strategic plan approval.

3. BACKGROUND

City's History, Profile and Organizational Structure:

Newton was settled in 1639 and incorporated as a City in 1873. The City is located approximately seven miles from downtown Boston, has a population of approximately 85,146 and occupies a land area of 18.33 square miles. The City is principally suburban-residential in character and consists of 13 distinct villages – Auburndale, Chestnut Hill, Newton Centre, Newton Corner, Newton Highlands, Newton Lower Falls, Newton Upper Falls, Newtonville, Nonantum, Oak Hill, Thompsonville, Waban, and West Newton.

The City is governed under a home-rule charter, which vests executive authority and responsibility in an elected Mayor, who serves a four-year term. Legislative authority is vested in a 24-member City Council, of which eight members are elected from the City's eight wards and sixteen are elected at large. Members of the City Council are elected every two years.

Approximately 19,000 residents, nearly 22% of the City's population are age 60 or above. The Newton Council on Aging through the Newton Senior Center serves approximately 5,000 individuals in the in this age category per year and Senior Services are approximately 30,000 units of services annually which include social / recreation programs, support groups, health education, physical activities, cultural programs, Medicare counseling, help with benefit applications and related social services, and elder law assistance. Newton's over-60 population is projected to reach 30% of the general population by the year 2030.

Department of Senior Services

The Department of Senior Services is defined in Chapter 14, Article I of the Newton City Ordinances and as such is responsible for aiding in the implementation of the Council on Aging's policies and programs and coordinates the Council's functions. The Director of Senior Services is appointed by the Mayor and confirmed by the City Council **Attachment A**. In carrying out its responsibilities the Department of Senior Services operates the Newton Senior Center.

Council on Aging

The Council on Aging (COA) is established under Chapter 14, Article II of the Newton City Ordinances. The COA consists of nine members appointed by the Mayor and approved by the City Council. The duties of the COA are to carry out studies, and to initiate and implement programs designed to meet the needs of the aging population which are in coordination and consistent with Chapter 19A of the Massachusetts General Laws and applicable legislation. The COA advises and consults with the Director of Senior Services relative to the Department's programs and services for senior citizens **Attachment A**.

Advisory Board

In accordance with Section 14-16 of the Newton City Ordinances, the Mayor shall appoint an Advisory Board to the COA consisting of not more than twenty members whose duty is to advise the Council and offer recommendations with respect to the needs of the aging.

The Newton Senior Center

The Senior Center located at 345 Walnut Street was built in 1938 as the Newtonville Branch Library, or the John R. Prescott Library, named after its largest contributor. The Classical Revival building was designed by the Boston architecture firm of Robb & Little. It was designed to be larger than the other branch libraries constructed during the same time period due to its close proximity to the Newton High School. The Newton Senior Center is a contributing structure within the Newtonville Historic District, a National Register Historic District. It is listed in the National Register of Historic Places, and is significant under National Register Criteria A and C.

In 1981 the Senior Drop-In Center moved into the library. In 1983 an arson fire caused over \$100,000 in damage. The building was renovated in 1993 by the Boston firm of Schwartz/Silver Architects and it re-opened as the new Senior Center. The renovations made some alterations to the building to accommodate the new programmatic needs. The two large reading rooms on the main floor became an activities room and a dining wing. On the lower level, the community room was subdivided to create an art studio and a games room; the children's room was subdivided to create a health maintenance suite and library. Traces of the original configuration of these spaces are visible in the plaster detailing of the ceilings.

The current Senior Center is a 2 ½ story, 2 floor building with a mezzanine level. The building square footage is 11,298 and is situated on a 25,909 square foot lot. The main heating system was recently converted to natural gas but the heating distribution system is original from 1938, with a few modifications made in 1993 when the former library building was converted to the current Senior Center. The Boiler is from 1980 and the roof top unit (RTU) is from 2016. All HVAC distribution systems and equipment have reached their useful life, with the exception of the 2016 RTU. Electrical and plumbing systems are from 1938 with modifications made in 1993 and have reached their useful life. The Montgomery elevator is from 1993 and does not meet current elevator code for size and parts are becoming increasingly difficult to obtain and should be updated. Exterior painted surfaces were last painted over 8 years ago and currently are in need of repair and re-painting. Exterior Windows are original to 1938 and have reached their useful life and should be replaced. The roof is made of both slate and EPDM and along with the copper and bronze/aluminum gutters and downspouts are in need of repair/replacement.

Parks and Recreation Department

The Department of Parks and Recreation is established under Chapter 21, Article I of the Newton City Ordinances. The Parks and Recreation Commissioner is charged with the maintenance, care and management of playgrounds and all recreational lands, except to the extent conferred upon the Parks and Recreation Commission. The parks and recreation department is responsible for planning, scheduling, organizing and supervising programs for designated city groups and citizens. Under the direction of the parks and recreation commissioner the department supervises and patrols activities at swimming ponds and pools, skating areas, playgrounds and all other recreational areas. The parks and recreation department also conducts all senior citizens recreation programs **Attachment A**.

Parks and Recreation Commission

Article III establishes the Parks and Recreation Commission. Among its duties it advises the mayor and city council on matters pertaining to sports, recreation, parks, open space and preservation of scenic beauty. The commission renders decisions concerning parks and recreation programs and the use of lands under its jurisdiction **Attachment A**.

Newton Recreational Facilities

The Parks and Recreation Department oversees more than 55 different programs including active and passive recreation, camps, social programs, dance, organized leagues, trips, wellness programs. The department manages some 18 different buildings and facilities. Among these are the Lower Falls Community Center, the Upper Falls Community Center, Gath Pool and Field House, Crystal Lake and Bath House, Hawthorn Field House and Nahantan Park and Field House.

4. PROJECT GOALS AND OBJECTIVES

In the process of evaluating facilities programs for senior citizens, the City also seeks to evaluate alternative facility programming which may provide services and programs that go beyond the traditional thinking when addressing the needs of the senior community in order to develop a new Center for Active Living which can serve a broader community base. Programming options may include needs identified by the Parks and Recreation Department as well.

Overall Project Objectives include:

- Ensuring that the Senior Center and the Parks and Recreation Department's mission and goals are fully understood, updated as necessary, and incorporated into the process, while establishing potential goals for a Center for Active Living;
- Engaging with all stakeholders, in coordination with the OPM, from project outset to ensure a collaborative approach is maintained throughout the design process, including involvement from multiple Owner entities;
- Assisting in communicating Project details with the public;
- Reviewing and assessing the existing programs, documentation and conditions;
- Identifying opportunities for new programs and services for senior citizens and opportunities to provide a broader range of programs and services to a wider population.
- Providing a Facilities Program Study which will allow the Owner to determine which program option(s) is /are appropriate for the City. Coordinating with the City in identifying other approvals required by any governing agency and coordinating submittal materials for such approvals;
- Investigating the most appropriate design options and phasing plans; including temporary operational space, if required;
- Identifying any community, traffic, or neighbor concerns that may impact study options;
- Developing accurate and complete cost estimates, including Life Cycle Costs as requested, at the Feasibility Phase and during all subsequent stages of Design. Reconcile all estimates with the estimates provided by the OPM;
- Collaborating with the OPM to develop a detailed comprehensive Project Schedule that incorporates the City's approval process, to achieve specified start and completion milestones; Completing a Schematic Design for the preferred option, including a cost estimate;
- Supporting a design that is of high quality, efficient, cost effective, and conforms to Newton Energy Initiative program and the Massachusetts High Performance Building Guidelines and LEED for Municipal Buildings at a minimum, and complies with all applicable regulatory requirements including the Massachusetts Stretch Code which has been adopted by the City. In addition design teams are directed to the City of Newton - Building Design and Construction Sustainability Guidelines **Attachment G** for additional requirements;
- Developing and evaluating creative energy efficiency solutions over and above the stretch code and innovative alternative sustainable design solutions, including but not limited to active/passive solar, geothermal, etc., and identifying alternate funding sources, first costs and paybacks;
- Provisioning of EQuest or similar energy modeling services;
- Collaborating with the OPM to help the Owner determine the appropriateness of a CM-at-Risk or Chapter 149 construction delivery method for the Project;
- Coordinating with the City as required for submittals, documentation and LEED On-Line for certification of the Project;
- Coordinating the structural peer review in accordance with the requirements of the Massachusetts State Building Code;
- Assisting the OPM in coordinating materials testing in accordance with the requirements of the Massachusetts State Building Code; and other materials and systems tests as may be identified or required by the City.

- Assisting the City, in collaboration with the OPM, in procuring the services of a Hazardous Materials Consultant, Traffic Engineer, Geotechnical Engineering, Commissioning Agent, Surveyor and any other consultant or consulting services as may be required for this Project.

To accomplish this, the selected Designer will be working in partnership with various City departments, committees, and sub-committees, as well as the OPM. The local committees will include at a minimum:

- City Council, Advisory Building Committee, Working Group, Senior Services, COA, Parks and Recreation Department, and the Mayor.
- Design Review Committee (DRC) – A standing committee appointed by the City Council and Mayor, established to coordinate the design review process for any public City facility.
- Planning and Development Department, Development Review Team (DRT) - Prior to construction at any municipal building, the Director of Planning reviews projects for consistency and compatibility with the *Newton Comprehensive Plan* and other applicable planning and analytical studies.
- Public Facilities Committee of the City Council – For required local reviews.
- Programs and Services Committees of the City Council – For required local reviews.
- Finance Committee of the City Council – For required local reviews.
- Public Buildings Department (PBD) – The Public Buildings Commissioner is responsible for the construction, alteration, repair and maintenance of all public buildings. PBD will provide direction to the OPM and/or Designer. The Public Buildings Commissioner also serves as the Secretary of the DSC and DRC and will be supported by the OPM for those tasks.
- Public Meetings at other City Committees – As may be required for local reviews.
- Other committees including the Committee on Disabilities, Conservation Commission, Fire Department, Department of Public Works, etc. – As may be required for local reviews.

The Designer will assist the Owner in identifying other approvals required by the Commonwealth of Massachusetts and coordinate submittal materials with the OPM for such approvals. Such approvals may include:

- Massachusetts Environmental Policy Act (MEPA)
- Massachusetts Architectural Access Board (MAAB)
- Massachusetts Historical Commission (MHC)

Needs and building conditions assessments and other background documents shall be available for informational purposes and include:

- City of Newton Capital Improvements Program
<http://www.newtonma.gov/gov/executive/cip/>
- City of Newton City Historic Building Survey by BCA, dated September 2011
<http://www.newtonma.gov/gov/building/>
- City of Newton Senior Services: newsletter, descriptions of programs, and other data.
www.newtonseniors.org

5. PROJECT PHASING DESCRIPTION

Phase I: Facilities Program Study

3-4 months

The City will embark on a Facilities Program Study to evaluate facility programming options to address senior citizens' needs as well as alternatives which may provide services and programs that go beyond traditional thinking for the development of an Active Center for Living. Programming options may include needs identified by the Parks and Recreation Department as well. Phase I tasks should include but are not limited to:

- Discussions with current user groups, all stakeholders, Senior Services department staff, Council on Aging, Parks & Recreation Dept. the Newton Center for Active Living Advisory Building Committee (NCAL ABC), the Working Group, Design Review Committee, City Council and the general public;
- Information gathering of interests of the greater community using a variety of tools not limited to review of the existing senior center and programs, developing community and user surveys, facilitated public meetings and/or focus group interviews.
- The process should consider the space and programming needs of the COA and P&R, as well as the needs and desires of City residents.
- The Facilities Program Study will include optional programs for each group and options to accommodate both groups combined. The study will identify program space needs, approximate building sizes and square foot costs, and corresponding site area and access requirements to support each program option. The study will also identify what program options are viable for an addition / renovation project of the existing senior center.

If the City decides to proceed with the Project beyond the Facilities Program Study Phase, the Contract between the City and the Designer will be amended accordingly. The total estimated duration of such Contract is estimated as follows.

Phase II: Feasibility Study

4-6 months

Phase III: Schematic Design Phase/Site Plan Approval

6-8 months

Phase IV: Design Development/Construction Documents/Bidding Phases:

14-16 months

Phase V: Construction Administration and Close-Out Phases:

20-24 months

The anticipated initial Contract period will be from July 16, 2018 or the date of contract execution, whichever is later, through the completion of the Facilities Program Study Phase. The City reserves the right to terminate the services provided by the selected firm/individual at the end of this phase and re-solicit Designer services or to continue with the selected Designer beyond this phase in accordance with the Contract for Designer Services at **Attachment B** below.

6. SCOPE OF SERVICES

The Designer will be required to execute the City of Newton's standard Contract for Designer Services (Contract), a copy of which is attached hereto as **Attachment B** which is incorporated herein by reference. The required scope of services is set forth in the Contract. If the Owner decides to proceed with the Project beyond the Facilities Programming Phase the Contract will be amended accordingly. Should the contract be amended to include the Schematic Design Phase, and when the project delivery method is decided (Design/Bid/Build or CM-at-Risk), the Contract will be amended to include such delivery methods. Copies of Designer Services Contract Amendments for Design/Bid/Build and CM-at-Risk are also attached hereto in **Attachment B** and incorporated herein by reference. Unless specifically excluded and agreed to by the Owner, the Designer's Basic Services consist of the tasks described in the Contract for Designer Services and as amended by this RFQ including all investigative work (to the extent provided for in the Contract), feasibility study, schematic design,

and, at the Owner's option, design work, preparation of construction documents, bidding period administration, construction administration, and other related work reasonably inferred in the opinion of the Owner as being necessary to meet the project's stated scope and goals.

During the feasibility, schematic design and design development phases of the project, the Owner will require interactive working group sessions to explore site strategy options, design concepts, evaluation criteria, programming requirements, sustainability goals and potential solutions.

The anticipated scope of the Feasibility Study includes but is not limited to: Investigating the existing building and site and potential alternate sites providing conceptual plans and elevations that meet the program and space requirements of the Owner for an addition / renovation project, new construction on the existing site, and evaluation of potential alternate sites with new construction. The Feasibility Study will be based on the Facility Program(s) selected by the Owner as a result of the Phase I study.

The use of Building Information Modeling (BIM)¹ is seen as advantageous to delivering project goals. The Designer shall advise the Owner on their use of BIM and, at no additional cost, shall prepare all Instruments of Services in a form suitable for use in a BIM model for design, construction, commissioning, and building operations and maintenance. The Designer shall provide the Owner with options on how to apply BIM on the Project and shall make recommendations on alternative methods of BIM implementation. The Designer shall indicate their ability to utilize a BIM model if created by another party such as the General Contractor (GC) or Construction Manager at Risk (CM) for use in, but not limited to, mechanical coordination and construction administration.

This RFQ will be appended to and become part of the Contract for Designer Services. Any Designer selected as a result of this RFQ will be required to execute the Contract for Designer Services and any applicable amendments that are attached hereto.

The Designer will review the proposed project as specified in the RFQ. The Designer will meet as required with the City, Building Committee, OPM and other officials (elected or volunteer) to develop a thorough understanding of the project and the needs of the City of Newton.

Designer Services include, but are not limited to, verification of existing record information including building dimensions, details and general existing conditions, cost estimating, all architecture as well as traffic, civil, site development, sanitary, mechanical, electrical, plumbing, fire protection, structural, site planning and landscape architecture, basic environmental permitting, graphics, lighting design, acoustics, data and communication; any specialty consultants; code consultants, accessibility, energy evaluations including the coordination of energy rebates, detailed cost estimates, LEED or sustainable design consultants; Furniture, Fixtures & Equipment (FF&E) including programming, specifications, procurement and coordination of installation; assessments of geotechnical and geo-environmental information; preparation of construction documents; developing and issuing of early bid packages, if needed; bidding and administering the construction contract documents and other design and consulting services incidental and required to fulfill the project goals. Please refer to Article 8 of the Contract and any amendment for a complete summary of Basic Services.

³ Building Information Modeling is a digital representation of physical and functional characteristics of a facility. A BIM is a shared knowledge resource for information about a facility forming a reliable basis for decisions during its life-cycle; defined as existing from earliest conception to demolition

Extra and reimbursable expenses are defined in Article 10 of the Contract in **Attachment B**. *Any extra or reimbursable expenses will not be allowed in Phase 1 any subsequent Phase extra or reimbursable expenses must be approved in writing in advance,*

7. MINIMUM QUALIFICATIONS & REQUIREMENTS

Each Designer submitting a Statement of Qualifications (SOQ) must certify in its cover letter that it is a qualified Designer within the meaning of the Massachusetts Designer Selection Law, M.G.L. Chapter 7C, Sections 44 through 58, employing a Massachusetts registered architect responsible for and being in control of the services to be provided pursuant to the Contract. Any Designer that fails to include such certification in its response, demonstrating that these criteria have been met, will be rejected without further consideration.

8 EVALUATION & SELECTION CRITERIA

In evaluating proposals, the Owner and DSC will consider the members of the proposed design team. Identify those member(s) of the proposed design team who will be responsible for the following categories of work: (Firm's name, individual's name and professional registration or license number, as applicable, must be listed in the application for each category of work).

- a. *Architecture*
- b. *Environmental Permitting*
- c. *Geotechnical Engineering*
- d. *Geo-Environmental*
- e. *Site Survey*
- f. *Archeological Survey*
- g. *Hazardous Materials*
- h. *Civil Engineering*
- i. *Structural Engineering*
- j. *Landscape Architecture*
- k. *Fire Protection Engineering*
- l. *Plumbing Engineering*
- m. *HVAC Engineering*
- n. *Electrical Engineering*
- o. *Lighting Consultant*
- p. *Energy Modeling*
- q. *Data/Communications Consultant*
- r. *Specifications Consultant*
- s. *Sustainable/Green Design/Renewable Energy Consultant*
- t. *Cost Estimating*
- u. *Accessibility Consultant*
- v. *Traffic Consultant*
- w. *Interior Design, Furniture, Fixtures and Equipment Consultant*
- x. *Code Consultant*
- y. *Security Consultant*
- z. *Acoustical Consultant*

Applicants must address each category of work listed above in their application whether it is to be performed by in-house staff or by sub-consultant(s).

Failure to address each category may result in the elimination of the applicant from consideration on this project.

Applicants should not list any consultants other than those for the categories of work listed above.

The Owner and DSC will consider the following additional criteria in evaluating proposals:

- a. Prior Senior Center / Community Center or closely related experience best illustrating current qualifications for the project. Firms / teams demonstrating significant experience with Facilities Programming for these particular project types as documented on **Attachment C** are deemed to be highly desirable.
- b. Past performance of the firm, if any with regard to public or private projects across the Commonwealth, with respect to:
 - i. Quality of project design.
 - ii. Quality, clarity, completeness and accuracy of plans and contract documents.
 - iii. Ability to meet established program requirements within allotted budget and to design to budget.
 - iv. Ability to meet schedules including submission of design and contract documents, processing of shop drawings, contractor requisitions and change orders.
 - v. Coordination and management of consultants.
 - vi. Working relationship with contractors, subcontractors, local awarding authority, staff and local officials.
- c. Current workload and ability to undertake the contract based on the number and scope of projects for which the firm is currently under contract.
- d. The identity and qualifications of the consultants who will work on the project.
- e. Demonstrated ability to lead a collaborative team approach to the project.
- f. Demonstrated ability to provide documents for CM-at-Risk, M.G.L. c. 149A, delivery method for the project, including ability to provide early bid packages for fast-track project.
- g. The financial stability of the firm.
- h. The qualifications of the personnel to be assigned to the project.
- i. Geographical proximity of the firm to the project site or willingness of the firm to make site visits and attend local meetings as required by the client.
- j. Prior experience using BIM on projects of similar type and scope.
- k. Additional criteria that the DSC considers relevant to the project.

9. SELECTION PROCESS & SELECTION SCHEDULE

Selection will be made by the City of Newton Designer Selection Committee in accordance with Newton's Designer Selection Ordinance (Section 5-35 through 5-37) and Procedures, attached hereto as **Attachments E & F**.

Process:

- a. The Owner acting through the DSC will perform a review of all responses as follows:
 - i. The City has appointed the DSC, in accordance with Chapter 5, Article IV of the Owner's Ordinance, for the selection of the Designer.
 - ii. The DSC will be responsible for reviewing each Respondent's proposal to determine if they have met the minimum criteria established in the RFQ. Respondents who do not meet the minimum criteria will not be further considered.
 - iii. The DSC will review the Respondents' applications and check the necessary references.
- b. The DSC members will score each proposal that has met the minimum criteria based on the weighted evaluation criteria identified in Section 4 of the RFQ.
- c. Based on the initial scores the DSC will rank the Respondents and short-list a minimum of three (3) Respondents.
- d. The DSC will schedule interviews with the short-listed Respondents. Each short-listed Respondent will be given an opportunity to make a brief presentation on their experience and capabilities to successfully provide the required project management services. DSC members will have an opportunity to discuss the responses and ask questions.

- e. Following the interviews, the DSC members will develop final rankings based, in part on, the weighted Evaluation Criteria in the RFQ and on additional information obtained during the interviews.
- f. In accordance with the City’s Designer Selection Procedures, the DSC will transmit a list of ranked finalists to the Mayor. The submitted list shall be accompanied by a written explanation.
- g. As more fully described in **Attachment E**, City of Newton Designer Selection Committee Designer Selection Procedures, the Owner, through the OPM, will commence fee negotiations with the first-ranked Respondent.
- h. If the Owner is unable to negotiate a contract with the first-ranked selection, the Owner will then commence negotiations with its second-ranked selection and so on, until a contract is successfully negotiated and approved by the Owner. If fee negotiations fail the Mayor may request three (3) additional recommendations from which he may select, or the City may re-advertise the RFQ.
- i. The Owner may re-advertise the RFQ if fewer than three responses are received.

Schedule:

The following is a tentative schedule of the selection process, subject to change at the Owner’s discretion.

May 20, 2018	Advertise in the <i>Boston Globe</i> .
May 23, 2018	Advertise in the <i>Central Register</i> of the Commonwealth of Massachusetts
May 24, 2018	RFQ available on City’s website: www.newtonma.gov/bids
May 31, 2018	Project briefing and facility tour 11:00 AM 345 Walnut Street, Newton
June 1, 2018	Last day for questions 12 noon
June 4, 2018	Responses to Questions issued by Purchasing Department
June 7, 2018	SOQs due to Purchasing Department 11:00 AM
June 20, 2018	Respondents short-listed
June 21, 2018	Notify Respondents for interviews
June 27, 2018	Interview short-listed Respondents
July 9, 2018	Start negotiations with selected Respondent
July 16, 2018	Execute contract

This RFQ may be obtained after 10:00 a.m. on **May 24, 2018** from:

Purchasing Department
 Newton City Hall
 1000 Commonwealth Avenue
 Room 201
 Newton, Massachusetts 02459
 Email: purchasing@newtonma.gov
 Phone # 617 796 1220

or at

www.newtonma.gov/bids

Proposers requiring clarification or interpretation of the RFQ shall make a written request to the Purchasing Department as indicated above, by noon on **Friday, June 1, 2018**. Proposers contacting ANY CITY EMPLOYEE or any other person regarding this RFQ outside of the Purchasing Department, once the RFQ has been released, may be disqualified from the procurement process.

The City will make best efforts to give written Responses to the Questions no later than **June 4, 2018** to all individuals or firms requesting a copy of this RFQ by an email Addendum.

A Project briefing will be held at:

The Senior Center, 345 Walnut Street, Newtonville, MA 02460 **May 31, 2018** at 11:00 a.m.
Attendance at the briefing is not mandatory.

Sealed responses to the RFQ from qualified persons or firms must be clearly labeled “RFQ #18-109 Designer Services for Newton Center for Active Living” and delivered to the Purchasing Department at its address above no later than **11:00 AM on Thursday, June 7, 2018**. The sealed responses must include eleven (11) hard copies and a CD copy of the response. SOQs may be delivered in person, by courier or by mail. *SOQs submitted by fax or electronic mail will not be considered.*

SOQs will not be accepted nor may submitted SOQs be corrected, modified or withdrawn after the deadline. There will be no public opening of the SOQs, though on the deadline date a list of all persons who submitted an SOQ will be published. Proposers are responsible for downloading the specifications from the City’s web site, and are requested to email the Purchasing Department (purchasing@newtonma.gov) their company name, address, email address, phone & facsimile number and what bid # (i.e. #18-109) they have downloaded.

The City of Newton, operating through the DSC, reserves the right to reject any and all SOQs, to waive any defects, informalities, and minor irregularities; and to award contracts or cancel this RFQ if it is in the City’s best interest to do so. The City of Newton is an AA/EEO employer, and encourages MBE and WBE firms to apply.

10. SOQ REQUIREMENTS

Persons or firms submitting an SOQ must meet the following requirements:

- a. Submit eleven (11) hard copies, and one (1) digital copy** in PDF format on separate compact disc. Responses should be printed double-side and bound in such a manner that the pages lie and remain flat when opened. The specific organization and orientation of the proposal is at the applicant’s discretion, but it is recommended that the proposal be laid out in such a manner that the reader doesn’t need to be constantly rotating the proposal. Proposals should not be provided with acetate covers.

The Owner will only accept hard original copies of SOQs. *Responses submitted by fax or electronic mail will not be considered.*

The Owner assumes no responsibility or liability for late delivery or receipt of Responses. All Responses received after the stated submittal date and time will be judged to be unacceptable and will be returned unopened to the sender.

- b. Applications must be accompanied by a concise cover letter that is a maximum of two pages in length.** A copy of the cover letter should be attached to each copy of the application. The cover letter must include the certifications as noted in Section 7 of this RFQ.
- c. Applicants may supplement this proposal with graphic materials and photographs that best demonstrate design capabilities of the team proposed for this project subject to the page limitations as set forth in the Standard Designer Application Form.**

11. REQUIREMENTS FOR SOQ CONTENT

All copies of SOQs shall be:

- Presented in an organized and clear manner;
- Must include the required forms in **Attachment C**;

- Must include all required certifications;
- Must include the following information:

A. Cover letter shall be a maximum of two pages in length and include:

1. An acknowledgement of any addendum issued to the RFQ.
2. An acknowledgement that the Respondent has read the RFQ. Respondent shall note any exceptions to the RFQ in its cover letter.
3. An acknowledgement that the Respondent has read the Standard Contract and Standard Amendments. Respondent shall note any exceptions to the Standard Contract and/or Standard Amendments in its cover letter.
4. A specific statement regarding compliance with the minimum requirements identified in Item 7 of this Request for Services to include identification of registration, number of years of experience and where obtained (as supported by the resume section of Attachment C).
5. A description of the Respondent’s organization and its history.
6. The signature of an individual authorized to negotiate and execute the Contract for Designer Services, in the form that is attached to the RFQ, on behalf of the Respondent.
7. The name, title, address, e-mail and telephone number of the contact person who can respond to requests for additional information.

B. Selection Criteria: The response shall address the Respondent’s ability to meet the “Selection Criteria” Section.

C. Certifications: Respondents will be required to submit certifications required in M.G.L. c. 7C, §51(d)(1)-(iv).

12. PAYMENT SCHEDULE & FEE EXPLANATION

The Owner in conjunction with OPM will negotiate the fee for services dependent upon an evaluation of the level of effort required, job complexity, specialized knowledge required, estimated construction cost, comparison with past project fees, and other considerations. As construction cost is but one of several factors, a final construction figure in excess of the initial construction estimate will not, in and of itself, constitute a justification for an increased in fee.

13. OTHER PROVISIONS

A. Public Record Law

All responses and information submitted in response to this RFQ are subject to the Massachusetts Public Records Law, M.G.L. c. 66, § 10 and c. 4, § 7(26). Any statements in submitted responses that are inconsistent with the provisions of these statutes shall be disregarded.

B. Waiver/Cure of Minor Informalities, Errors and Omissions

The Owner reserves the right to waive or permit cure of minor informalities, errors or omissions prior to the selection of a Respondent, and to conduct discussions with any qualified Respondents and to take any other measures with respect to this RFQ in any manner necessary to serve the best interest of the Owner and its beneficiaries.

D. Communications with the Owner

The City's Purchasing Department:

Purchasing Department Newton City Hall
1000 Commonwealth Avenue
Newton, Massachusetts 02459
Phone # 617.796.1220
Email: purchasing@newtonma.gov
Fax # 617.796.1227

Respondents that intend to submit a SOQ are prohibited from contacting any of the City's staff other than the City Purchasing Department. An exception to this rule applies to Respondents that currently do business with the City, but any contact made with persons other than the Purchasing Department must be limited to that business, and must not relate to this RFQ. In addition, such respondents shall not discuss this RFQ with any of the City's consultants, legal counsel or other advisors. ***FAILURE TO OBSERVE THIS RULE MAY BE GROUNDS FOR DISQUALIFICATION.***

E. Costs

The Owner is not liable for any costs incurred by any Respondent in preparing its SOQ or for any other costs incurred prior to entering into and only in accordance with a Contract between the Respondent and the Owner.

F. Withdrawn/Irrevocability of Responses

Applicants may withdraw an SOQ as long as the written request to withdraw is received by the City of Newton Purchasing Department prior to the time and date of the SOQ opening.

G. Rejection of Responses, Modification of RFQ

The Owner reserves the right to reject any and all responses if the Owner determines, within its own discretion, that it is in the Owner's best interests to do so. This RFQ does not commit the Owner to select any Respondent, award any contract, pay any costs in preparing a response, or procure a contract for any services. The Owner also reserves the right to cancel or modify this RFQ in part or in its entirety, or to change the RFQ guidelines. A Respondent may not alter the RFQ or its components.

H. Subcontracting and Joint Ventures

Respondent's intention to subcontract or partner or joint venture with other firm(s), individual or entity must be clearly described in the response.

H. Validity of Response

Submitted responses must be valid in all respects for a minimum period of ninety (90) days after the submission deadline.

CITY OF NEWTON



Nicholas Read
Chief Procurement Officer
May 24, 2018

ATTACHMENTS:

RFQ Attachment A:

City of Newton Ordinances
Chapter 14 - Senior Services
Chapter 21 Parks and Recreation, Public Grounds and Trees

RFQ Attachment B:

Base Contract for Designer Services;
Base Designer Contract Amendment for Design/Bid/Build;
Base Designer Contract Amendment for CM-at-Risk

RFQ Attachment C:

Standard Designer Application Form for Municipalities and Public Agencies not within DSB Jurisdiction
(Updated July 2011) (<http://www.mass.gov/anf/docs/dcam/dlforms/dsb/designer-municp-app-11-7-11.doc>)

RFQ Attachment D:

Required Certifications

- Satisfaction of State Tax Requirements
- Certificate of Authority
- Certificate of Non-Collusion
- Certificate of Tax Compliance
- Proof of Registration by the Commonwealth of Massachusetts an architect or professional engineer (if applicable)
- Demonstrated ability to secure general liability insurance, worker's compensation, and automobile insurance for all proposed staff that will be involved in the project
- List all claims, including insurance claims and claims in litigation or adjudicatory process or settled, brought by or against the firm/individual in the past three (3) years. Including for each the reason for the claim, name (s) of claimant(s) and outcomes.

RFQ Attachment D.1:

Certificate of Good Standing and/or Tax Compliance

RFQ Attachment D.2:

Certificate of Authority – Business Corporations

RFQ Attachment D.3:

Certificate of Non-Collusion

RFQ Attachment D.4:

Certificate of Tax Compliance

RFQ Attachment E:

City of Newton Designer Selection Committee,
Designer Selection Procedures

RFQ Attachment F:

City of Newton Ordinances
Design Review Committee Ordinance

RFQ Attachment G

City of Newton – Public Buildings Department
Building Design and Construction Sustainability Guidelines

Select Board ad hoc Committee: Reading Center for Active Living Committee (RECALC)

There is hereby established a volunteer ad hoc committee reporting to the Select Board known as the Reading Center for Active Living Committee (ReCalc). The charge of ReCalc is to explore the current and future needs of the Community, and initiate planning for a potential new Senior/Community Center in town that will focus on residents aged 60+ and possibly other members of the Community.

At the Annual Town Meeting, \$40,000 was appropriated in FY'22 capital funds for the purpose of Senior/Community Center planning. A consultant will be hired with these funds to provide technical assistance and expertise in Community Resource Planning and Community Engagement. The Town Manager may also require Town Staff to work with ReCalc.

-ReCalc will collect data and information from communities that have successfully navigated the Senior/Community Center planning process.

-ReCalc will articulate a vision of a Community Center and conduct extensive Community Engagement to determine if residents desire a 60+ Center for Active Living or a multigenerational center.

- Through regular meetings and community outreach, ReCalc will gather, analyze, and organize information for future planning decisions related to the proposed center.

Specific goals: Progress report to the Select Board before Annual Town Meeting 2022.

The Committee shall be made up of 7 voting members, all of whom must be Reading residents, all appointed by the Select Board and comprised of the following:

Mark Dockser to represent the Select Board

1 member of the Council on Aging (COA), designated by the COA

1 member of the Recreation Committee, designated by the Recreation Committee Chair

4 at-large members from the community, preferably with background in architecture, design, planning, project management and community engagement, and/or who represent a variety of key stakeholder groups such as seniors who participate in our Council on Aging programs, eldercare professionals, families with age 60+ members who use our recreation programs, and those aged 60+ who don't currently use the COA programs to be recommended by VASC.

ReCalc shall provide regular updates to the Select Board during the process. ReCalc shall sunset on or before November 30, 2022. If needed, this date can be extended by vote of the Select Board.

Open Meeting Law: ReCalc is a committee under the Select Board and is therefore subject to the requirements of the Open Meeting Law (e.g., advance notice of meetings, agendas, minutes, production of documents when requested, etc.). Further, any formal subcommittees of ReCalc, charged with carrying out specific tasks are also subject to the Open Meeting.

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4 at-large members from the community, preferably with background in architecture, design, planning, project management and community engagement, and/or who represent a variety of key stakeholder groups such as seniors who participate in our Council on Aging programs, eldercare professionals, families with age 60+ members who use our recreation programs, and those aged 60+ who don't currently use the COA programs to be recommended by VASC.

ReCalc shall provide regular updates to the Select Board during the process. ReCalc shall sunset on or before November 30, 2022. If needed, this date can be extended by vote of the Select Board.

Open Meeting Law: ReCalc is a committee under the Select Board and is therefore subject to the requirements of the Open Meeting Law (e.g., advance notice of meetings, agendas, minutes, production of documents when requested, etc.). Further, any formal subcommittees of ReCalc, charged with carrying out specific tasks are also subject to the Open Meeting.

Symonds Way Exploratory Committee (SWEC) Charge

Authority The Symonds Way Exploratory Committee (SWEC) is an ad hoc committee appointed by the Reading Select Board.

Membership The SWEC will have seven (7) members composed as follows:

- 1 Select Board Member (ex-officio, appointed by the Select Board)
- 1 Recreation Committee Members (ex-officio, appointed by the Recreation committee)
- 1 Community Planning & Development Commission (CPDC) Member (ex-officio, appointed by the CPDC committee)
- 1 Conservation Committee Member (ex-officio, appointed by the Conservation committee)
- 1 Permanent Building Committee Member (ex-officio, appointed by the Permanent Building Committee)
- 1 School Committee Member (ex-officio, appointed by the School committee)
- 1 Council on Aging Member, or Senior Advocate (ex-officio, appointed by the Council on Aging)

In order to help the Committee carry out its purpose, the Select Board invites the following staff will lend their professional guidance and advice to the Committee.

- Town Manager
- Superintendent of Schools
- Town Accountant
- Assistant Town Manager
- Community Development Director
- Administrative Services Director
- Procurement Officer
- Community Services Director

Meetings will be recorded and administrative support will be provided by Town Hall staff (scheduling and posting meetings, taking minutes, etc.)

Purpose The purpose of this committee is to serve as an advisory committee to the Reading Select Board for the purpose of recommending the best options for uses of the land for our community, understanding the needs of the community, located on Symonds Way.

SWEC shall gather input from its members and the Reading residents as to what the property should look like and its functionality. SWEC will hold regular meetings and community outreach, SWEC will gather, analyze, and organize information for future planning decisions related to the best uses for this property.

The Committee shall consider the following:

1. Best uses to serve as many residents as possible
2. Using public funds and grants where possible towards development
3. Private/public partnerships to develop the property

The first task of SWEC will be to define the best use for the property. SWEC will provide feedback on potential physical layouts on the property developed by SV Design Architects and funded by Town Meeting on April 2022. If a private/public partnership is deemed appropriate, the SWEC will work with Reading Town Hall staff to develop and review a Request for Proposals (RFP) for private developers to invest in the property. Once proposals are received, and with the help of Reading Town Hall Staff, SWEC will help review and evaluate the submittals to the RFP. The Committee will offer recommendations for potential funding options, if pursuing public development.

Deliverable The Committee shall begin its work in December 2022 and shall submit multiple options for development recommendations using an evaluation scheme to be determined by the committee to the Select Board no later than August 31, 2023 unless another date is agreed to by the Select Board. If approved by the Select Board, the Committee shall present its development recommendations to Subsequent Town Meeting in November 2023.

Sunset The Committee shall sunset on June 30, 2024 but may be extended by a Select Board vote.

Public Body The meetings and deliberations of the Committee shall be subject to the Open Meeting Law.

**LEASE AGREEMENT -
OPERATION AND MANAGEMENT OF
THE NELSON S. BURBANK ICE ARENA**

This Lease Agreement made by and between the TOWN OF READING, a municipal corporation, with offices at 16 Lowell Street, Reading, Middlesex County, MA (the "Town") acting by and through its Board of Selectmen, without personal liability for any of the members thereof, (hereinafter the "Town"), and READING ICE ARENA AUTHORITY, INC., a corporation duly organized under M.G.L. Chapter 180, with a principal place of business at 51 Symonds Way, Reading, Massachusetts, (hereinafter the "Tenant"). The words "Town" and "Tenant" shall include the parties hereto and their successors and assigns, where the context so admits.

RECITALS

Whereas, pursuant to M.G.L. c.30B, the Town issued a Request for Proposals entitled "Operation and Management of the Nelson S. Burbank Ice Arena, 51 Symonds Way, Reading, MA; and

Whereas, the Tenant submitted a Proposal for the lease of the Nelson S. Burbank Ice Arena dated October 19, 2011; and

Whereas, the Reading Board of Selectmen, being duly authorized by Article 13 of the April 25, 2011 Annual Town Meeting, voted to award the lease to the Tenant subject to the terms and conditions set forth herein;

NOW THEREFORE, in consideration of the full and complete performance of all terms, covenants, and conditions herein contained to be performed by the Town and the Tenant, the parties hereto hereby agree as follows:

1. PREMISES: The Town agrees to lease to the Tenant, and the Tenant agrees to lease from the Town, a certain parcel of land of approximately 4.45 acres with the ice skating rink building located thereon known as the *Nelson S. Burbank Ice Arena* and other structures thereon (hereinafter collectively called the Premises) situated at 51 Symonds Way, Reading, Middlesex County, Massachusetts, and being shown on the sketch attached hereto and marked Exhibit A, together with the appurtenant right to use Symonds Way, in common with others legally entitled thereto, for all purposes for which public ways may be used in the Town of Reading, Massachusetts, including but not limited to pedestrian, vehicular access as well as utility, water, sewer, electric

and communication connections. The Premises are being leased in their "as is" condition. The Tenant is solely responsible for obtaining any and all permits, approvals, waivers, releases or any other requirements for the future use and occupancy of the Premises.

2. TERM AND EXTENSION: The term of this lease shall be for ten (10) years commencing on February 24, 2013, which is the expiration date of the current lease as to the Premises. The Tenant may extend the term of this lease for two (2) successive terms of ten (10) years each, provided the Tenant is not then in default of the terms of this lease, in accordance with the following procedure: The Tenant shall give notice to the Town of the Tenant's intention to so extend no less than ninety (90) days prior to the expiration of the then current ten-year lease term. Nevertheless, to avoid inadvertently missing an extension option notice deadline, if the Tenant has not exercised the option to extend by such deadline, the Town shall so advise the Tenant of such fact in writing, and the Tenant shall have 14 days after the receipt of such reminder from the Town to exercise such right to extend.

3. RENT: The rent to be paid by the Tenant to the Town shall be calculated and based on the following: First: The gross income received by the Tenant from its rink operations shall be used first to pay operating costs and expenses for the rink on the Premises. Second: The remaining income shall be used to establish and replenish a cash contingency reserve to be held by the Tenant. The cash contingency reserve shall be established for the purpose of covering significant repairs, capital costs and replacement and contingency costs and non-insured losses or liabilities. The contingency reserve shall not exceed \$300,000 at any given moment without permission from the Board of Selectmen. Nevertheless, the \$300,000 cap shall increase to reflect increases in the consumer price index using the Boston Area CPI-U, from the date of this lease. Third: Income then remaining shall be paid to the Town, as rent. Amounts due to the Town shall be paid annually on or before March 15.

Gross income includes income from rink operations, such as ice rentals, the sale of merchandise, food, beverages, services, gift certificates or merchandise certificates, and all other receipts from activities conducted at the Premises, including all deposits not refundable to purchasers, receipts of sales through any vending machines or other coin or token operated device and rental paid by any subtenant or

otherwise at, in, on about or from the Premises. Gross income shall not, however, include any sums collected and remitted for any retail sales tax or retail excise tax imposed by any duly constituted governmental authority and separately stated, or local option meals tax, nor shall they include any exchange of goods or merchandise, nor the amount of any cash or credit refund made upon any sale where the merchandise sold, or some part thereof, is thereafter returned by the purchaser and accepted by Tenant, nor shall they include any donations or gifts made to the Tenant. Calculation of gross income shall be on a cash basis, not on an accrual basis.

Operating expenses include but are not limited to labor and management costs, insurance premiums and deductibles, utilities, maintenance, repairs, replacements, taxes, interest payments, promotion and advertising, refunds and credits, security, rentals, supplies, service contracts, settlement payments, landscaping, plowing, custodial services, professional and consulting services and fees, banking services and communication services.

The Tenant shall provide the Town with an annual income and expense statement as to the Tenant's operation for the year, which statement shall be provided within 120 days after the end of each of Tenant's fiscal years. The Town has the right to audit the books and financial records of Tenant annually, at the Town's expense. The Tenant shall keep its financial records in accordance with generally accepted accounting practices, consistently applied.

4. UTILITIES: The Tenant shall pay, as they become due, all bills for electricity, water and sewerage and any other utilities that are furnished to the Premises.

5. USES: The Premises shall be used only for an ice skating rink arena for ice skating and related activities and for accessory uses, including a snack bar and skate shop incidental to the primary use of ice skating and for such additional uses as may be allowed by the Board of Selectmen.

6. INSURANCE: The Tenant shall, at its own expense and as part of operating expenses, maintain public liability and property damage insurance covering the Premises, insuring the Tenant and the Town against any and all loss or claims arising out of the Tenant's use of the Premises and all operations of the Tenant, wherever located,

including the skating rink, parking area and access ways, and all other facilities or areas used by the Tenant under the lease agreement, or from any act or omission of the Tenant, its agents, servants, employees, or permittees. Tenant shall obtain and maintain during the lease term the following insurance:

6.1 Fire Insurance: Tenant shall obtain and maintain fire and other casualty insurance on the Premises in responsible insurance companies qualified to do business in the Commonwealth of Massachusetts and in good standing therein. Such insurance shall be for at least eighty (80%) percent of the replacement cost (less depreciation) of the arena building on the Premises.

6.2 Liability Insurance: Tenant shall obtain and maintain with respect to the Premises and any activity or uses thereof, comprehensive public liability insurance in the amount of not less than One Million Dollars (\$1,000,000) per occurrence with a general aggregate limit of not less than \$2,000,000. Combined single limit for each occurrence and in the aggregate in companies insuring the Town as an additional insured as well as the Tenant against injury to persons or damage to property as provided. The Tenant shall deposit with certificates of such liability insurance with the Town prior to commencement of the lease term. Such insurance or certificate shall provide that such policy shall not be cancelled without at least ten (10) days prior written notice to the Town.

6.3 Umbrella Liability: The Tenant shall obtain and maintain an Umbrella Liability policy of insurance with limits of \$2,000,000 Occurrence/\$2,000,000 Aggregate, and the Umbrella Liability policy shall name the Town of Reading as an additional insured.

6.4 Worker's Compensation Insurance: The Tenant shall obtain and maintain such worker's compensation insurance on its employees as is required by law.

6.5 Proceeds: Insurance proceeds paid as a result of a casualty or damage to the Premises shall be used for rebuilding or replacing such improvements on the Premises unless the Town and Tenant agree to the contrary.

7. MAINTENANCE AND REPAIR: The Tenant will be responsible for all regular and routine maintenance of the Premises, the parking areas, on-site accessways, drainage systems and on-site utilities and will keep the building and all appurtenances in good repair, damage by fire and other casualty only excepted. The Tenant will be responsible for custodial maintenance of the Premises. Symonds Way is a public way which the Town shall continue to maintain and to snow plow.

8. IMPROVEMENTS: The Tenant may make improvements and alterations to the Premises, provided all required permits and approvals are obtained to do so and all such work shall be done in accordance with applicable codes and are done in a good and workmanlike manner. All improvements and alterations shall meet the construction and design standards of the State Building Code, all other applicable laws and the Americans with Disabilities Act.

All improvements made to the Premises shall become part of the property and title thereto shall pass to the Town. This provision shall not apply to the personal property of the Tenant that are not permanently affixed to the Premises. Improvements requiring a building permit shall have the prior approval of the Town through the Town Manager.

9. UTILITIES: The Tenant will be responsible for the payment of all utility costs,

10. QUIET ENJOYMENT: The Tenant shall have the right of quiet enjoyment of the Premises during the lease term and extensions.

11. NO DISCRIMINATION: The Tenant shall not unlawfully discriminate against any person on the basis of sex, sexual orientation, age, race, national origin, or religion.

12. STORAGE: The Tenant shall provide storage for Reading Youth Hockey, Reading Youth Baseball and Reading Senior Baseball, consistent with past practices and to the extent there are available storage areas.

13. PREFERENTIAL ACCESS: The Tenant shall provide preferential access to the arena to the Reading High School Boys and Girls Varsity

Hockey Teams at reasonable times, and at a reasonable price as it has done in the past. The tenant shall provide dedicated locker room space for the Reading High School Boys and Girls Hockey Teams.

14. COMMUNITY OUTREACH: The Tenant shall be responsible for all advertising and public outreach activities associated with the Premises.

15. ASSIGNMENT: The Tenant shall not assign, transfer, sublet, convey or otherwise dispose of the whole or any part of the Premises (other than the right to sublet or consign a skating shop and snack bar) to any other person, firm, partnership, company or corporation without the previous consent in writing of the Town. Said consent is to be entirely at Town's sole discretion. Notwithstanding such consent, Tenant shall remain liable at all times to Town for the full performance of the covenants and conditions of this Lease. Should the Tenant attempt any of the above without written consent of the Town, the Town reserves the right to declare the Tenant in default and terminate the lease for cause.

16. TOWN'S ACCESS: The Town or duly authorized agents of the Town may, at reasonable times and upon written request (which may be done via fax or email), enter to inspect, test and view the Premises and may do so without any hindrance or molestation by the Tenant.

17. INDEMNIFICATION AND LIABILITY: The Tenant shall save the Town harmless from all loss and damage occasioned by Tenant's use and occupancy of the Premises, from the use, escape, release or discharge of water or by the bursting of pipes, as well as from any claim or damage resulting from release or disposal of hazardous or noxious materials hereafter by Tenant or from neglect in not removing snow and ice from the arena, parking areas and the sidewalks on the Premises, or by any nuisance made or suffered on the Premises by the Tenant or its invitees, agents, servants or employees, unless such loss is caused either by (a) the neglect or wrongful conduct of the Town or its agents, servants or employees or (b) any person using the Premises for access to the remaining land of the Town. Tenant further indemnifies, exonerates and agrees to hold Town harmless from and against any loss, damage, liability or expense, including reasonable attorneys' fees, to which the Town may be subjected or incur by virtue of the default of the Tenant under this lease. Town indemnifies, exonerates and agrees to hold Tenant harmless from and against any loss, damage, liability or

expense, including reasonable attorneys' fees, to which the Tenant may be subjected or incur by virtue of the default of the Town under this lease.

18. DEFAULT AND BANKRUPTCY: In the event the Tenant shall default in the payment of any installment of rent or other sum or payment herein specified and such default shall continue for thirty (30) days after written notice thereof; or the Tenant shall default in the observance or performance of any of Tenant's covenants, agreements or obligations hereunder and such default shall not be corrected within sixty (60) days after written notice thereof from the Town to the Tenant; or The Tenant shall be declared bankrupt or insolvent according to law, or, if any assignment shall be made of Tenant's property for the benefit of creditors, then the Town shall have the right thereafter, while such default continues, to declare the terms of this lease ended, and to proceed with a summary process action, without prejudice to any other lawful remedies which might be otherwise used for arrearages of rent or other defaults. The Tenant shall indemnify the Town against all loss of rent and other payments which the Town may incur by reason of such termination during the residue of the term. If the Tenant shall default, after reasonable notice thereof, in the observance or performance of any conditions or covenants on Tenant's part to be observed or performed under or by virtue of any of the provisions in any article of this lease, the Town, without being under any obligation to do so and without thereby waiving such default, may cure such default for the account and at the expense of the Tenant. If the Town makes any expenditures or incurs any obligations for payment of money in connection therewith, including but not limited to, reasonable attorney's fees in instituting, prosecuting or defending any action or proceeding, such sums paid or obligations insured, with interest at the prime rate as published in the Wall Street Journal plus three points as additional rent.

19. NOTICE: Any notice from one party to the other shall be either mailed via U.S. certified mail, return receipt requested, or delivered to an officer at the following places:

If to Town: Town Manager, Town of Reading, Town Hall, 16 Lowell Street, Reading, Massachusetts, 01867 with a copy to the Reading Town Counsel at its office at the time the notice is given.

If to Tenant: William J. Jennings, President, Reading Ice Arena Authority, Inc., 64 Haverhill Street, Reading, Massachusetts 01867, with copies to the Rink Manager, 51 Symonds Way, Reading, MA

01867 and to Latham Law Office LLC, 643 Main Street, Reading, Massachusetts 01867.

The place to which notice shall be given may be changed by either party upon written notice to the other party and shall be effective when the change of address is so mailed via certified mail, return receipt requested.

20. SURRENDER: At the expiration or the termination of this lease, the Tenant shall leave all improvements made upon the Premises in accordance with Paragraph 8 hereof, including but not limited to buildings, cooling equipment and ice maintenance equipment, (not including ice resurfacers) all of which become the property of Town. The Tenant shall deliver to the Town the Premises and all keys, locks thereto, and other fixtures connected therewith and all alterations and additions made to or upon the Premises, in good condition, damage by fire or other casualty only accepted. In the event of the Tenant's failure to remove any of Tenant's property which should be removed from the Premises, Town is hereby authorized, without liability to Tenant for loss or damage.

21. SIGNAGE: Tenant may maintain and replace the existing sign on the building and may place directional signs and signs on the southbound and northbound sides of Haverhill Street which signs shall be of the same size as the traffic signs to admonish traffic that it is approaching the accessway to the Premises. The location and size of new non-directional signs must be in accordance with the Reading Zoning Bylaw.

22. NOTICE OF LEASE: At the time of the signing of this lease, the Town and Tenant shall sign a notice of lease in recordable form sufficient to satisfy the lease notice requirements of M.G.L. Chapter 183, §4, which notice shall be recorded at the Middlesex South District Registry of Deeds by the Tenant. Recording information shall be provided to the Town.

23. ENVIRONMENTAL MATTERS: The Tenant shall not discharge or release oil, hazardous substances on the Premises. The Tenant shall indemnify and hold the Town harmless from and against all loss, cost, expense and liability for personal injury or property damage, including reasonable costs, including, without limitation, reasonable attorneys' fees, arising from or relating to any oil, hazardous waste, or hazardous substances collected, transported, stored, disposed of, treated, used,

generated or released on or from the Premises by Tenant or its assignees, subtenants, business invitees or licensees. Town shall indemnify and hold Tenant harmless from and against all loss, cost, expense and liability for personal injury or property damage, including, without limitation, reasonable attorneys' fees, arising from or related to any oil, hazardous substances or underground storage tanks at the Premises, only to the extent existing prior to commencement of the term of the prior lease between the Town and Tenant. The provisions of this section shall survive termination or expiration of this lease.

24. NO WAIVER: No consent, forbearance, delay or waiver, expressed or implied, by either party to or of any breach of any covenant, condition or duty of the other party shall be construed as a consent or waiver to or of any other breach of the same or any other covenant, condition or duty.

25. HOLDING OVER: In the event that Tenant remains in possession of the Premises after the expiration or termination of this lease or any extension thereof and without execution of a new lease, Tenant shall be deemed to be occupying the Premises without authority as a tenant at sufferance and no new tenancy shall be created and Tenant shall be liable to Town for all loss damage and expense which Town may incur.

26. GOVERNING LAWS: This lease shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts.

27. CAPTIONS: It is agreed that the captions and titles in this lease are for convenience only and are not part of this lease and do not in any way limit or amplify the terms and provisions of this lease.

28. PARTIES BOUND AND BENEFITTED: All rights and liabilities herein given to, or imposed upon either of the parties hereto, shall extend to the successors and assigns of such party. The persons signing this lease on behalf of the Town do so in their capacity as Selectmen of the Town of Reading, Massachusetts, and are not bound individually and their personal estates are not bound or liable hereunder. The persons signing on behalf of the Tenant do so in their corporate capacity and neither they, nor the Board of Directors of Tenant or any other officers or agents of Tenant are bound individually and their personal estates are not bound or liable hereunder.

29. OPERATIONS: The following provisions shall be adhered to by the Tenant and at the Tenant's expense as to the operation of the skating arena on the Premises:

29.1 Hours: The skating arena shall not be opened for use between the hours of 12:01 a.m. and 6:00 a.m. without the consent of the Board of Selectmen.

29.2 Indoor Air Quality: Tenant shall maintain in the arena building an operating device to monitor the inside air quality. The Reading Board of Health may inspect the device and the air quality from time to time.

29.3 Security: The Tenant shall provide adequate security for major events in the Premises to assure good order in the Premises.

29.4 Clean-Up: The interior as well as the exterior of the building shall be kept in a clean and attractive condition.

29.5 Trash: Tenant shall be responsible for proper trash removal and disposal. The Tenant is encouraged to implement a materials recycling program.

29.6 Alcohol: No alcoholic beverages shall be stored, served or consumed at the Premises without the permission of and proper licensing by the Town.

29.7 General Operation: The arena shall be run in a professional manner. No activities shall be allowed to take place on the Premises which would be contrary to law.

29.8 Parking: Tenant is responsible to see that there is adequate parking on the Premises.

29.9 General Skating: The Tenant is aware of interest in public skating and Town's support for public skating. The Tenant will consider that desire for public skating in its scheduling of various uses of the arena.

30. DISCLOSURE STATEMENT: To the extent required by law, Tenant shall file a proper disclosure statement with the Deputy Commissioner of

Capital Planning and Operation of the Commonwealth of Massachusetts in accordance with M.G.L. Chapter 7, §40J.

31. WELL: The Tenant may drill and use a well on the Premises for all or some of Tenant's water needs provided that the well and use of that well conforms to all local, state and federal laws and regulations. The water from such well shall not be introduced into the Town of Reading sewer system, except with the permission of the Town. Plumbing involving well water shall not be connected to the Town of Reading water supply system.

32. ENCUMBRANCES: Tenant shall not permit any mortgages, Uniform Commercial Code/financing statements, mechanics' liens or other liens to be placed upon Town's interest in the Premises without the consent of the Board of Selectmen. In the event any involuntary liens are placed on the Tenant's interest in the Premises or improvements, Tenant shall cause such lien to be released of record forthwith and without cost to Town.

33. SEVERABILITY: If any provision of this Lease or portion of such provision or the application thereof to any person or circumstances is held invalid, the remainder of this lease (or the remainder of such provision) and the application thereof to other persons or circumstances shall not be affected thereby.

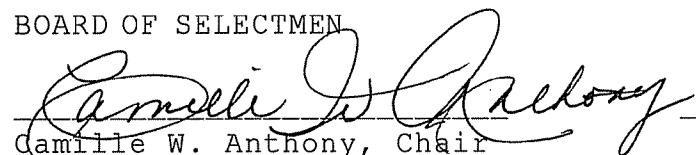
34. COMMUNICATION: A designated representative of the Tenant and the Town shall meet no less frequently than annually to discuss arena operations as may be requested by the Town.

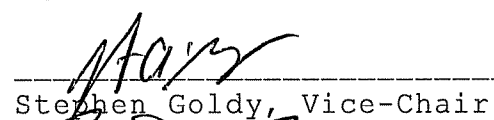
35. FORCE MAJEURE: A party shall not be in default under this Lease if that party's non-performance results from or arises out of strikes, lockouts, labor shortages, weather, material shortages, emergency action, civil commotion, fire, litigation, casualty, or any cause beyond the reasonable control of that party.

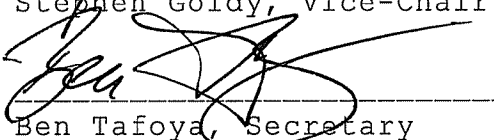
36. GOOD FAITH: Each party shall exercise good faith and fair dealings in this lease relationship. Wherever Town's approval, consent and/or agreement is required, such approval, consent or agreement shall not be unreasonably withheld, conditioned or delayed.

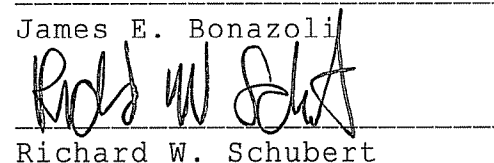
In Witness Whereof, the parties hereto have caused this Lease Agreement to be signed and sealed by their duly appointed and authorized agents on December 20, 2011.

TOWN OF READING, MASSACHUSETTS
BOARD OF SELECTMEN


Camille W. Anthony, Chair


Stephen Goldy, Vice-Chair


Ben Tafoya, Secretary

James E. Bonazoli

Richard W. Schubert

READING ICE ARENA AUTHORITY, INC.

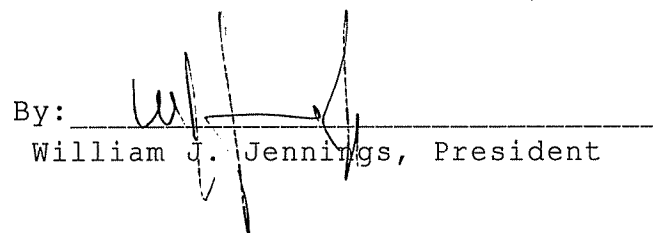
By: 
William J. Jennings, President

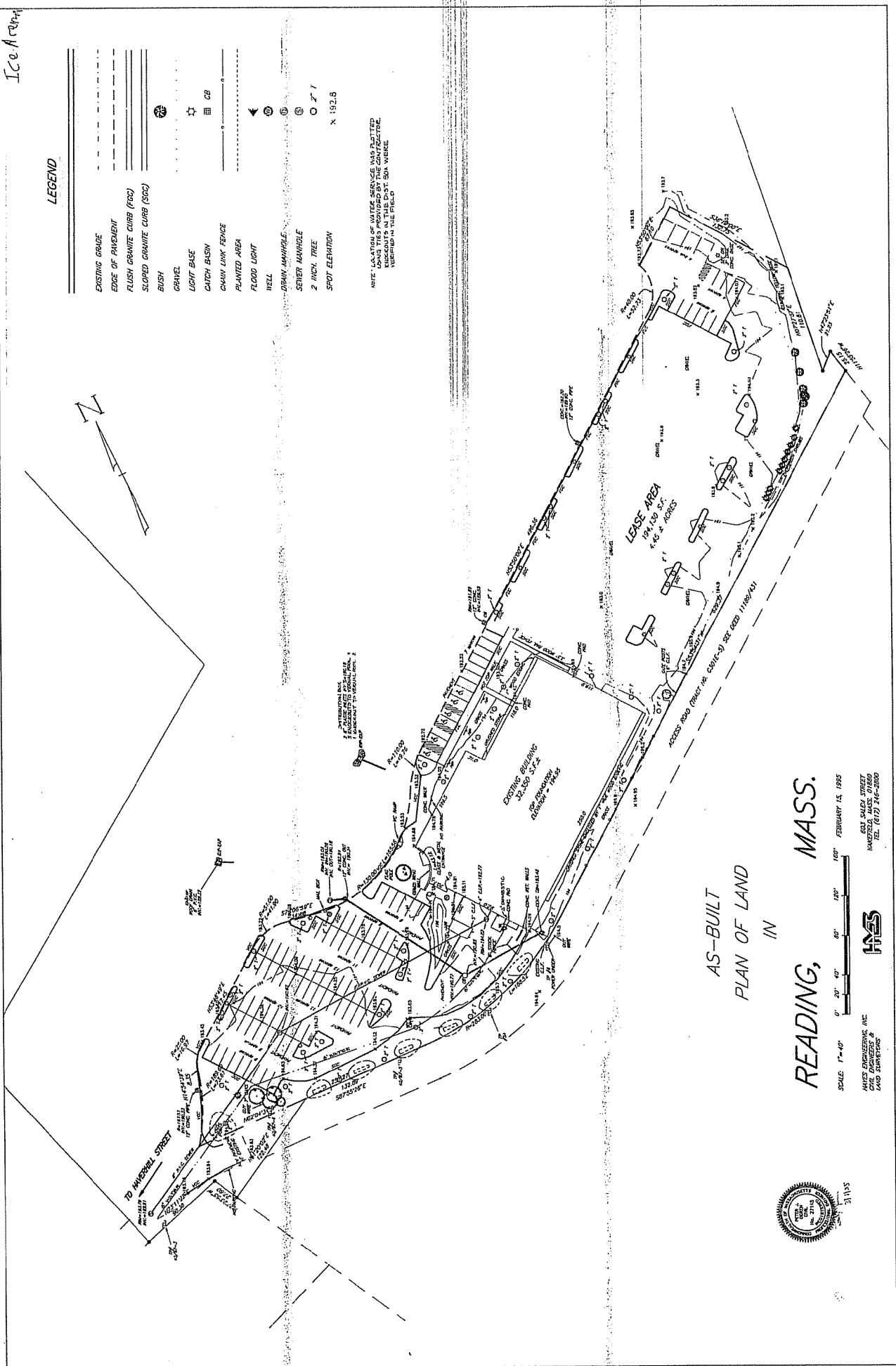
EXHIBIT A
Plan Showing Leased Area

AS-BUILT 170-258
Ice Area

LEGEND

- EXISTING GRADE
- EDGE OF PAVEMENT
- FLUSH GRANITE CURB (FGC)
- SLOPED GRANITE CURB (SGC)
- BUSH
- GRAVEL
- LIGHT BASE
- CATCH BASIN
- CHAIN LINK FENCE
- PLANTED AREA
- FLOOD LIGHT
- WELL
- DRAIN MANHOLE
- SEWER MANHOLE
- 2 INCH TREE
- SPOT ELEVATION

NOTE: LOCATION OF WATER SERVICE WAS PLOTTED
ON THIS PROVIDED BY THE CONTRACTOR.
NOT SHOWN



AS-BUILT
PLAN OF LAND
IN
READING, MASS.

SCALE: 1"=40'
0' 20' 40' 80' 120' 160' FEBRUARY 15, 1995

600 SALES STREET
WAKEFIELD, MASS. 01881
TEL: (617) 244-2500



NOTICE OF LEASE

In accordance with the provisions of M.G.L. Chapter 183, §4, as amended, notice is hereby given of the following described lease:

Lessor: TOWN OF READING, MA

Lessee: READING ICE ARENA AUTHORITY, INC.

Date of Execution of Lease: December 20, 2011

Description of Leased Premises: The Nelson S. Burbank Ice Arena ("Burbank Arena") is located at 51 Symonds Way and is owned by the Town of Reading. The Burbank Arena was constructed on Town owned land and gifted to the Town by Nelson S. Burbank. The Burbank Arena is a one story structure consisting of 33,600 s.f., more or less, and located on approximately 4.45 acres of land. The Town's title reference is to a deed recorded with the Middlesex South Registry of Deeds in Book 11189, Page 431.

Term of Lease: Ten (10) years commencing on March 8, 2013. The current lease for the Burbank Arena will expire on March 8, 2013.

Rights of Extension: Two additional Ten (10) year terms.

Option to Purchase: None.

If the lease is terminated, Lessor is authorized to record a Notice of Termination of Lease with the Middlesex South Registry of Deeds, and the Notice of Termination of Lease shall be conclusive evidence of the termination of the Lease.

Witness the execution hereof under seal this _____ day of December 2011, by the Town of Reading, Massachusetts, acting by and through its Board of Selectmen, duly authorized by Article 13 of the April 25, 2011 Annual Town Meeting.

LESSOR:

TOWN OF READING
By its BOARD OF SELECTMEN

Camille W. Anthony
Camille W. Anthony, Chair

Stephen Goldy
Stephen Goldy

James E. Bonazoli

Ben Tafoya
Ben Tafoya

Richard W. Schubert
Richard W. Schubert

COMMONWEALTH OF MASSACHUSETTS

County of Middlesex

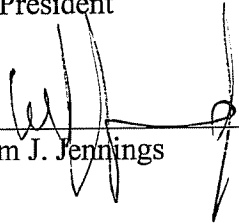
On this 20th day of December, 2011 before me, the undersigned notary public, personally appeared CAMILLE ANTHONY, STEPHEN GOLDY, BEN TAFOYA, RICHARD SCHUBERT, _____, proved to me through satisfactory evidence of identification, which was a photographic identification with signature issued by a federal or state governmental agency, to be the persons whose names are signed on the preceding or attached document or being personally known to me, acknowledged to me that they signed it voluntarily for its stated purpose in their capacity as a member of the Reading Board of Selectmen.

Paula J. Achenas
Notary Public

My commission expires
November 1, 2013

Witness the execution hereof under seal this _____ day of December 2011, by the Reading Ice Arena Authority, Inc., by William J. Jennings, its President, duly authorized by vote of its Board of Directors.

LESSOR:
READING ICE ARENA AUTHORITY, INC.
By its President



William J. Jennings

COMMONWEALTH OF MASSACHUSETTS

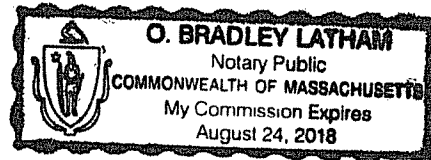
County of Middlesex

On this 6th day of December, 2011 before me, the undersigned notary public, personally appeared William J. Jennings, as President of Reading Ice Arena Authority, Inc., proved to me through satisfactory evidence of identification, which was a photographic identification with signature issued by a federal or state governmental agency, to be the person whose name is signed on the preceding or attached document, acknowledged to me that he signed it voluntarily for its stated purpose, on behalf of Reading Ice Arena Authority, Inc.



Notary Public

My commission expires



May 23, 2023		Tuesday	
	Overview of Meeting	Dockser	7:00
	Public Comment	Board	7:05
	SB Liaison & Town Manager Reports	Board	7:15
HEARING	Discuss/Vote on FY24 Non-Union Classification & Compensation Schedules	Maltez	7:30
HEARING	Vote on FY2023 Water & Sewer Rates	Maltez	8:00
	Committee Report from CPDC	CPDC	8:30
	Vote on Local option to increase the Cost of Living Adjustment (“COLA”) for Fiscal Year 2023 to up to 5 percent on the base amount specified pursuant to G.L. c. 32, § 103, for retirees.	Board	9:00
	Vote on Select Board Liaison Assignments	Board	9:15
	Vote on Potential Changes to ReCalc Charge and Sunset Date	Board	9:20
	Vote on Clarification of SWEC Charge, as Requested by Committee	Board	9:30
	Vote on Issuing RFP for Feasibility Study for New Senior Center	Board	9:40
	Committee Report from CPDC	CPDC	9:50
	National Public Works Week	Board	9:55
	Arbor Day Proclamation	Board	10:00
	Pride Month Resolution	Board	10:05
	Juneteenth Resolution	Board	10:10
	Discuss Future Agendas	Board	10:20
	Approve Meeting Minutes	Board	10:30
June 6, 2023		Tuesday	
	Overview of Meeting	Dockser	7:00
	Public Comment	Board	7:05
	SB Liaison & Town Manager Reports	Board	7:15
	Update from Economic Development Director on Kiosk Roll-Out	Board	7:30
	Discussion on Improving Communication with Small Businesses	Board	7:45
	Vote to Accept Easement from Meadow Brook Golf Course to Conservation Commission, Lot 5	Board	8:00
	Discussion on a Dog Park in Reading	Board	8:30
	Discussion on Emails for Boards and Committees	Board	8:45
	Discuss Exploration of Town Counsel	Board	9:00
	Ice Arena Authority Report	Board	9:15
	Discuss Future Agendas	Board	9:30
	Approve Meeting Minutes	Board	9:45
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	
November 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	
	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	
	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 & Compensation	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		February/March

Select Board Draft Minutes

April 18th, 2023

Public Comment

Bill Brown noted Memorial Day celebrations are coming up and if anyone notices a veteran grave without a flag or marker to please let him know.

Select Board Reorganization

Dockser noted his thoughts on delaying this one more meeting until the recount is over. Bacci, Haley and McCarthy agreed with Dockser while Herrick felt the board should continue and reorganize tonight.

Bacci moved to delay the board reorganization until their next meeting, May 9th, after the recount is certified. The motion was seconded by McCarthy and approved with a 4-1 vote with Herrick abstaining.

Liaison Reports

Haley noted at the School Committee meeting it was announced that Susan Bottan is leaving the Superintendents Office.

McCarthy noted the State extended allowing remote and hybrid meetings for local government until 2025. The Board of Health has some women's health events coming up. They are also continuing with the community self needs assessment. Meadow Brook is looking for a tobacco license so they could sell cigars at their pro-shop.

Bacci noted at the Recreation Committee they announced Jim Sullivan has been hired for the Program Coordinator position. SWEC met and he noted he was personally attacked by Angela Binda for the first bit of the meeting accusing him of many things. The Board of Health is working on updating tobacco regulations. The board of registrars met and discussed the re-count and certified the petitions. The re-count will be this Saturday and they appointed David Zeek as a temporary Registrar to do the re-count.

Herrick attended the Recreation Committee meeting and got an update from Angela Binda on her concerns about process and OML violations at SWEC. She noted the Council on Aging meeting was zoom bombed last week. She will be attending RMHS on April 26th to come in and meet staff at the school.

Dockser noted the Council on Aging has been working hard on a video to highlight the conditions of the Pleasant Street Center and what they truly need. They would like to show the video at Town Meeting if the vote passes at their meeting. He noted he had a busy office hour at the PSC last week. He attended the Commissioner of Trust Funds and Beth Klepis has decided to not continue after her term is up in June.

Angela Binda requested two minutes to do public comment now. She wanted to respond to Bacci's comments earlier. She noted she did not personally attack him; she pointed out things in the SWEC meetings that have been lacking in process.

Town Manager Report

Maltez noted the warrant books for Town Meeting are now available. He mentioned that Lowell Street closures are due to repaving. They are prepping the road now to be paved in the next couple weeks. He asked residents to please follow all road closure signs. The rubbish and recycling carts survey has gotten great results.

Appoint Temporary Board of Registrars Member

Laura Gemme noted that a current Board of Registrars member is out of the country and unable to attend and participate in the recount on Saturday. Earlier this evening the Board of Registrars appointed David Zeek to temporarily fill the position until the recount is certified. The Select Board now must appoint him as well.

Haley moved to appoint David Zeek temporarily to the Board of Registrars until the recount is certified. The motion was seconded by Herrick and approved with a 5-0 vote.

Parking Fee Discussion and Vote

Lt. Jones was back before the board to go over any further questions regarding the proposed parking fees they discussed at a prior meeting. The changes would be for Group A,B and C violations.

Haley moved to adopt the recommendations from Reading Police department on parking violation fees as presented, including the recommendation to allow that a separate violation ticket may be issued after two hours of the violation if the original violation is still occurring. The motion was seconded by Herrick and approved with a 5-0 vote.

Select Board Policy

In light of recent the recent Supreme Judicial Court ruling on Barron v. Kolenda; Town Counsel and recommending the board revise section 1.2.5 of the Select Board policy. She specifically recommends the last part of the last sentence stating “avoid making disparaging comments about individuals”.

Haley noted the policy uses the word “shall” and not “must” which seems like the board doesn’t need to address this.

The board discussed the wording and ultimately decided to reword the last sentence and remove the last part as suggested by Counsel. They also agreed to come back and clean up the wording better at a later meeting.

Haley moved to remove item (3) from the Select Board Policy 1.2.5 – Public Comment. The motion was seconded by McCarthy and approved with a 5-0 vote.

The new complete wording will be as follows:

1.2.5 Public Comment

Each person appearing before the Select Board who wishes to speak will, upon recognition by the Chair, identify him/herself by name and address of residence. Failure to identify him/herself may result in the Chair withdrawing permission for that individual to speak to the Select Board. When recognized by the Chair, the speaker will (1) address only the Chair and (2) speak for only the time allocated by the Chair.

Executive Session

Haley moved to enter under Purpose 6 to consider the purchase, exchange, lease, or value of 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 Manager Fidel Maltez and Executive Assistant Caitlin Nocella to attend the executive session, and to reconvene in open session afterwards. The motion was seconded by McCarthy and approved with a unanimous roll call vote.

Harden Street

Dockser noted that in consultation with Town Counsel and Bond Counsel, the structure of a purchase and sale agreement proposed by the current owner is not something that as a municipality we are able to execute. They have explored multiple avenues to make it happen but have been unsuccessful. They will go back to discussing further options for a senior center.

Future Agendas

The board discussed future agenda items.

Minutes

The board edited the last set of meeting minutes.

Haley moved to approve the meeting minutes of March 21, 2023 as amended. The motion was seconded by Herrick and approved with a 5-0 vote.

Haley moved to adjourn at 9:06PM. The motion was seconded by Herrick and approved with a 5-0 vote.