



Town of Reading Meeting Posting with Agenda

Board - Committee - Commission - Council:

Select Board

Date: 2024-06-04

Time: 6:30 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 the Chair

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:

	Zoom Option:	PAGE #
	Join Zoom Meeting https://us06web.zoom.us/j/87098372324 Meeting ID: 870 9837 2324 Dial by your location • +1 646 518 9805 US (New York) • +1 646 558 8656 US (New York) Find your local number: https://us06web.zoom.us/u/keJk4ZenUI	
6:30	Open Session and/or Executive Session Purpose 1: Discuss and potentially respond to May 17, 2024 Open Meeting Law Complaint filed against the Reading Select Board by Daniel Dewar	3
7:00	Overview of Meeting	
7:05	Public Comment	
7:15	Select Board Liaison and Town Manager Reports	
7:30	Hearing: Discuss and Vote FY25 Water & Sewer Rates	5
8:15	Hearing: Discuss and Vote on Traffic Amendment 2024-3; Amend Article 12 Traffic Rules and Regulations - Public	28

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

	Ways Article 5.9.1 No Overnight Parking of Heavy Vehicles or Commercial vehicles.	
8:30	Parking Traffic Transportation Task Force (PTTTF) Update	
8:45	Discuss Reading Community Television (RCTV) compliance with its contract with the Town of Reading and its use of public, educational and governmental access funds; discussion of the relationship between RCTV and The Reading Post; discussion of potential RCTV annual review and budget audit	30
9:00	Vote to grant Gazebo Circle Easement	38
9:10	Vote on annual budget requests for boards and committees	43
9:25	Discuss sunsetting Reading Center for Active Living Committee (ReCalc)	
9:35	Discuss formation of Reading Center for Active Living Committee (ReCalc) Building Committee	
9:45	Discuss Future Agenda Items	48
10:00	Approve Meeting Minutes	50

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.



OPEN MEETING LAW COMPLAINT FORM

Office of the Attorney General
One Ashburton Place
Boston, MA 02108

Please note that all fields are required unless otherwise noted.

Your Contact Information:

First Name: Daniel Last Name: Dewar

Address: 519 Main Street

City: Reading State: MA Zip Code: 01867

Phone Number: +1 (978) 337-0520 Ext. _____

Email: danieldewar@me.com

Organization or Media Affiliation (if any): _____

Are you filing the complaint in your capacity as an individual, representative of an organization, or media?

(For statistical purposes only)

Individual Organization Media

Public Body that is the subject of this complaint:

City/Town County Regional/District State

Name of Public Body (including city/town, county or region, if applicable): Reading Select Board

Specific person(s), if any, you allege committed the violation: Karen Gately Herrick

Date of alleged violation: Apr 22, 2024

Description of alleged violation:

Describe the alleged violation that this complaint is about. If you believe the alleged violation was intentional, please say so and include the reasons supporting your belief.

Note: This text field has a maximum of 3000 characters.

- On 2/6/24 Jackie McCarthy publicly stated she committed an OML violation and resigned the next day.
- On 2/17/24 an OML violation filed by William Brown was addressed by the Select Board. William Brown requested the names of the board members that were part of the OML violation referenced above. Carlo Bacci and Mark Dockser both admitted to being in-part, involved. Karen Herrick indicated that she didn't reach out to any other board members. She did in fact, as an April 22nd LTE from Jackie McCarthy below revealed, spoke to Jackie's husband regarding the potential OML and Town Manager choice, which is serial communication.
- On 4/22/24 the above referenced LTE:
<https://thereadingpost.com/2024/04/22/lte-investigating-our-politics/>
 was submitted to the local website The Reading Post as well as the Daily Times Chronicle newspaper which included the following line, implicating Karen Herrick in the original OML violation and complaint: "(Regrettably, by speaking individually with Mark Dockser, and then with Carlo Bacci, the Open Meeting Law (OML) may have been violated). I shared this information with my husband, who on February 3 shared this information with my former colleague and friend Karen Herrick. My choice for Town Manager was not the same as Ms. Herrick's."
- Therefore, for the first time on 4/22, Karen Herrick was indeed implicated in serial communication regarding the OML violation and intentionally misled the board and the public.

What action do you want the public body to take in response to your complaint?

Note: This text field has a maximum of 500 characters.

- Karen Herrick misled the board and the public at the 2/17/24 Select Board meeting. She knew she communicated with Jackie's husband regarding fellow board members Town Manager choices on 2/3/24. She misled the board and public at subsequent meetings and via her own postings, that she had no part in Jackie's resignation or the OML even though she was directly informed of it.
- Karen Herrick, at a minimum, should step down from her leadership role as vice-chair or be removed.

Review, sign, and submit your complaint

I. Disclosure of Your Complaint.

Public Record. Under most circumstances, your complaint, and any documents submitted with your complaint, is considered a public record and will be available to any member of the public upon request.

Publication to Website. As part of the Open Data Initiative, the AGO will publish to its website certain information regarding your complaint, including your name and the name of the public body. The AGO will not publish your contact information.

II. Consulting With a Private Attorney.

The AGO cannot give you legal advice and is not able to be your private attorney, but represents the public interest. If you have any questions concerning your individual legal rights or responsibilities you should contact a private attorney.

III. Submit Your Complaint to the Public Body.

The complaint must be filed first with the public body. If you have any questions, please contact the Division of Open Government by calling (617) 963-2540 or by email to openmeeting@state.ma.us.

By signing below, I acknowledge that I have read and understood the provisions above and certify that the information I have provided is true and correct to the best of my knowledge.

Signed: *Daniel W. [Signature]*

Date: 05/17/2024

For Use By Public Body	For Use By AGO
Date Received by Public Body:	Date Received by AGO:

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

To the Inhabitants of the Town of Reading:

Please take notice that the Select Board of the Town of Reading will hold a series of public hearings on June 4, 2024 at 7:00 PM in the Select Board Meeting Room, 16 Lowell Street, Reading, Massachusetts, and remotely via Zoom, to:

- Approve Amendment 2024-3 to the Traffic and Parking Regulations; Amend Article 12 Traffic Rules and Regulations - Public Ways Article 5.9.1 No Overnight Parking of Heavy Vehicles or Commercial vehicles.
- Approve Water, Sewer, and Storm Water rates for FY25

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

All interested parties are invited to attend the hearing, or may submit their comments in writing to townmanager@ci.reading.ma.us

By order of
Matthew A. Kraunelis, Esq
Town Manager

To the Chronicle: Please publish on May 21 and again on May 28, 2024

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

Town of Reading

FY 2025 Water and Sewer Rate Study

The Abrahams Group

June 2024

Recent History - Water

- The Town implemented a four-tier rate structure for FY 2024.
 - Flat Rate for all usage prior
 - Multi-unit accounts are charged as one unit currently.
- Healthy retained earnings balance of \$4.7 million (58.5% of fund expenses)
- The Town typically balances the budget using retained earnings to ensure rate stabilization.
- The Town typically funds some capital improvements as part of the operating budget to avoid additional costs incurred from borrowings.

Recent Results – Water

Recent Rate Changes shown in the table below. A comparison of budgeted certified surplus (retained earnings) and actual certified surplus, as well as the difference between the two, also shown. Negative actual amounts mean surplus regeneration. A negative difference means less surplus was used than budgeted. * FY 2024 is projected

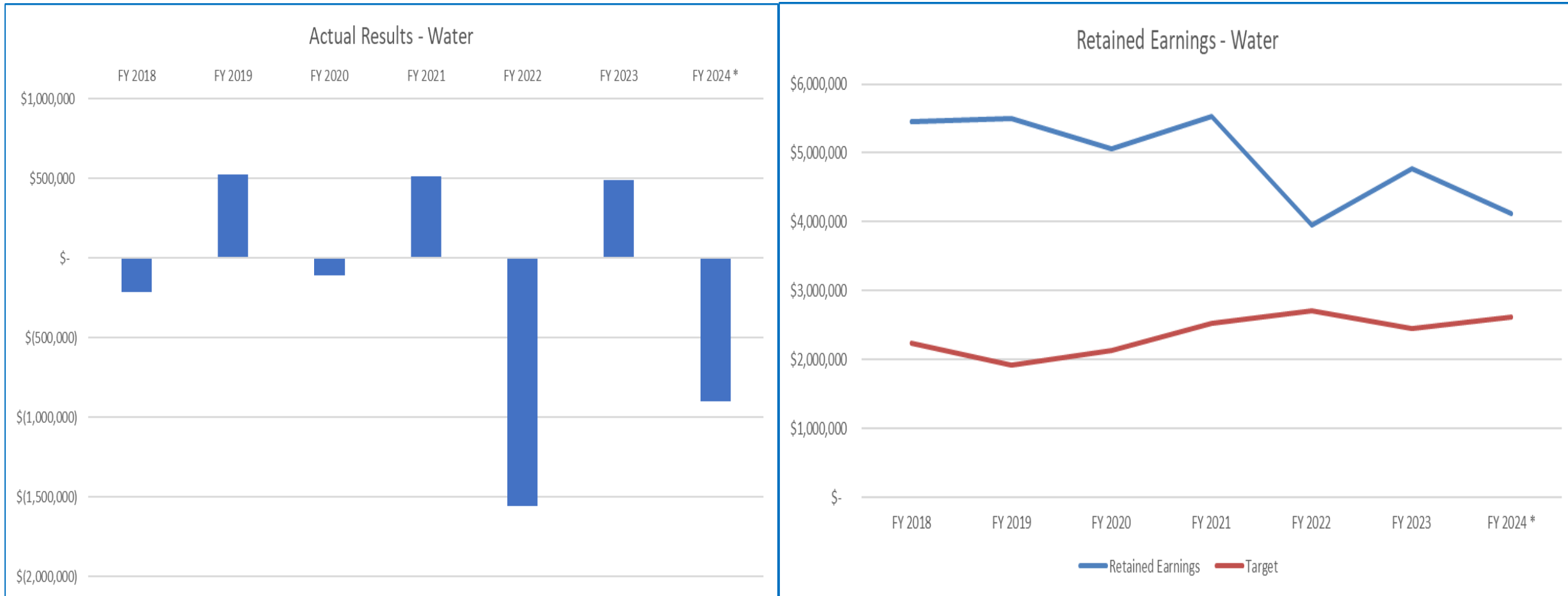
	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023
Rate Change	3.7%	0.0%	3.7%	3.2%	1.9%	4.7%
Certified Surplus Used (Budgeted)	\$600,000	\$695,075	\$1,162,000	\$800,000	\$2,354,000	\$864,000
Certified Surplus Used (Actual)	\$214,600	\$(524,852)	\$109,883	\$(511,182)	\$1,556,413	\$(488,001)
Certified Surplus Used (Difference)	\$(385,400)	\$(1,219,927)	\$(1,052,117)	\$(1,311,182)	\$(797,587)	\$(1,352,001)
	FY 2024 *					
Rate Change (Tier 1)	-5.8%					
Rate Change (Tier 2)	2.5%					
Rate Change (Tier 3)	5.2%					
Rate Change (Tier 4)	9.6%					
Certified Surplus Used (Budgeted)	\$850,000					
Certified Surplus Used (Actual)	\$901,466					
Certified Surplus Used (Difference)	\$51,466					

Recent Results – Water (Cont.)

Actual results compares fund revenues and expenses in graph to left; Graph up from \$0 is surplus, down is deficit

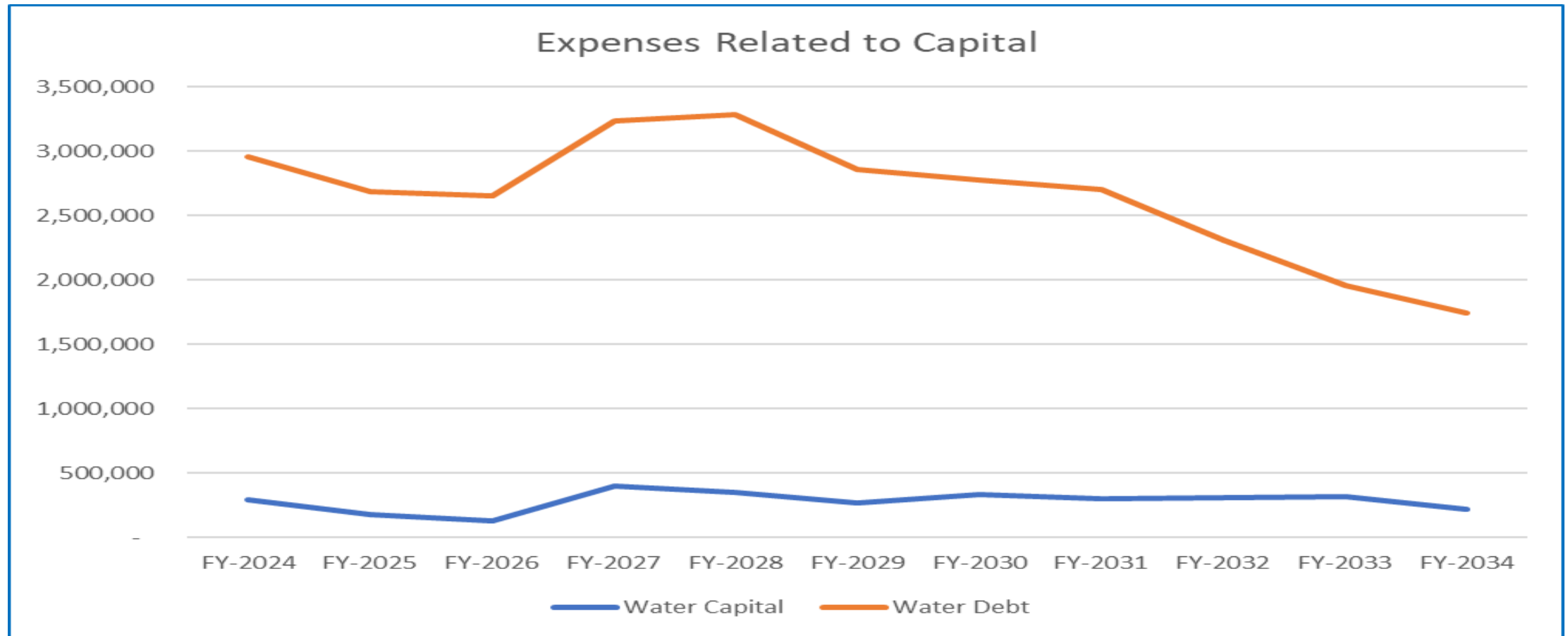
Recent retained earnings certification amounts compared to targeted 30% in graph to the right

* FY 2024 is projected



Capital Investment - Water

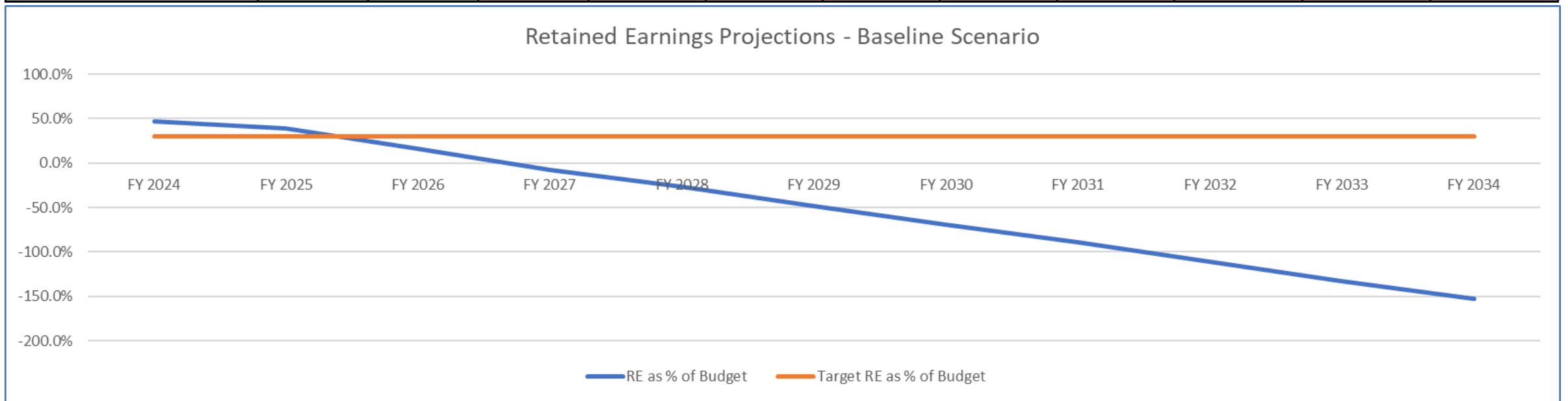
Actual and projected expenses related to capital
Orange line is debt and blue line is capital outlay



Baseline Scenario - Water

- Projected results for future years, assuming no revenue changes

Baseline	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	FY 2034
	PROJECTED	PROJECTED	PROJECTED	PROJECTED	PROJECTED	PROJECTED	PROJECTED	PROJECTED	PROJECTED	PROJECTED	PROJECTED
Surplus/Deficit	\$ (901,466)	\$ (630,445)	\$ (818,515)	\$ (1,897,384)	\$ (2,129,112)	\$ (1,852,674)	\$ (2,085,450)	\$ (2,230,182)	\$ (2,110,748)	\$ (2,040,892)	\$ (2,020,073)
Projected Retained Earnings	\$ 4,126,099	\$ 3,277,139	\$ 1,379,755	\$ (749,357)	\$ (2,602,031)	\$ (4,687,481)	\$ (6,917,663)	\$ (9,028,411)	\$ (11,069,303)	\$ (13,089,376)	\$ (15,109,449)
RE as % of Budget	47.2%	38.6%	15.9%	-7.7%	-26.1%	-48.3%	-69.6%	-89.6%	-111.1%	-132.3%	-153.1%



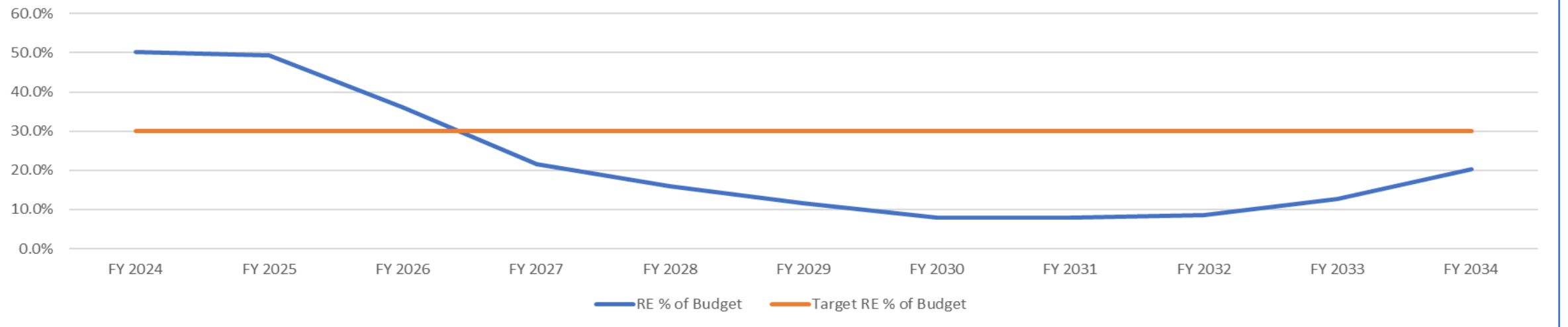
Water Rate Option 1 – 4.0% in FY 2025

- Projected results for future years, with additional revenue from rate changes

Rate Changes:	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	FY 2034
		4.00%	4.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%

Rate Impact	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	FY 2034
	PROJECTED	PROJECTED	PROJECTED	PROJECTED	PROJECTED	PROJECTED	PROJECTED	PROJECTED	PROJECTED	PROJECTED	PROJECTED
Surplus/Deficit	\$ (901,466)	\$ (332,979)	\$ (211,684)	\$ (1,049,249)	\$ (1,032,433)	\$ (499,996)	\$ (469,092)	\$ (342,233)	\$ 56,939	\$ 414,925	\$ 732,519
Projected Retained Earnings	\$4,393,120	\$4,181,436	\$3,132,187	\$ 2,099,754	\$ 1,599,758	\$1,130,666	\$ 788,433	\$ 788,433	\$ 845,372	\$1,260,297	\$1,992,816
RE % of Budget	50.3%	49.3%	36.1%	21.5%	16.0%	11.7%	7.9%	7.8%	8.5%	12.7%	20.2%

Retained Earnings Projections - with Rate Changes



Water Rate Option 1 – 4.0% in FY 2025 (Cont.)

User Impact

User Impact (per Bill) - Water Bills Only			New Bills									
User Type	Usage	Current Bill	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	FY 2034
Low-End User	500	\$ 53.75	\$ 55.90	\$ 58.14	\$ 59.88	\$ 61.68	\$ 63.53	\$ 65.43	\$ 67.40	\$ 69.42	\$ 71.50	\$ 73.64
Avg. Residential User (45 gpd)	1,500	\$ 166.00	\$ 172.64	\$ 179.55	\$ 184.93	\$ 190.48	\$ 196.19	\$ 202.08	\$ 208.14	\$ 214.39	\$ 220.82	\$ 227.44
Avg. Residential User (65 gpd)	2,200	\$ 247.90	\$ 257.82	\$ 268.13	\$ 276.17	\$ 284.46	\$ 292.99	\$ 301.78	\$ 310.83	\$ 320.16	\$ 329.76	\$ 339.66
Large Residential User	4,500	\$ 525.50	\$ 546.52	\$ 568.38	\$ 585.43	\$ 603.00	\$ 621.09	\$ 639.72	\$ 658.91	\$ 678.68	\$ 699.04	\$ 720.01
Large Commercial User	10,000	\$ 1,213.00	\$ 1,261.52	\$ 1,311.98	\$ 1,351.34	\$ 1,391.88	\$ 1,433.64	\$ 1,476.65	\$ 1,520.95	\$ 1,566.57	\$ 1,613.57	\$ 1,661.98
Very Large Commercial User	100,000	\$12,463.00	\$12,961.52	\$ 13,479.98	\$ 13,884.38	\$14,300.91	\$14,729.94	\$15,171.84	\$15,626.99	\$16,095.80	\$16,578.68	\$17,076.04

- Average Residential User: \$6.64 - \$9.92 increase per bill in FY 2025 (\$26.56 - \$39.66 annually)
- Large Residential User: \$21.02 increase per bill in FY 2025 (\$84.08 annually)

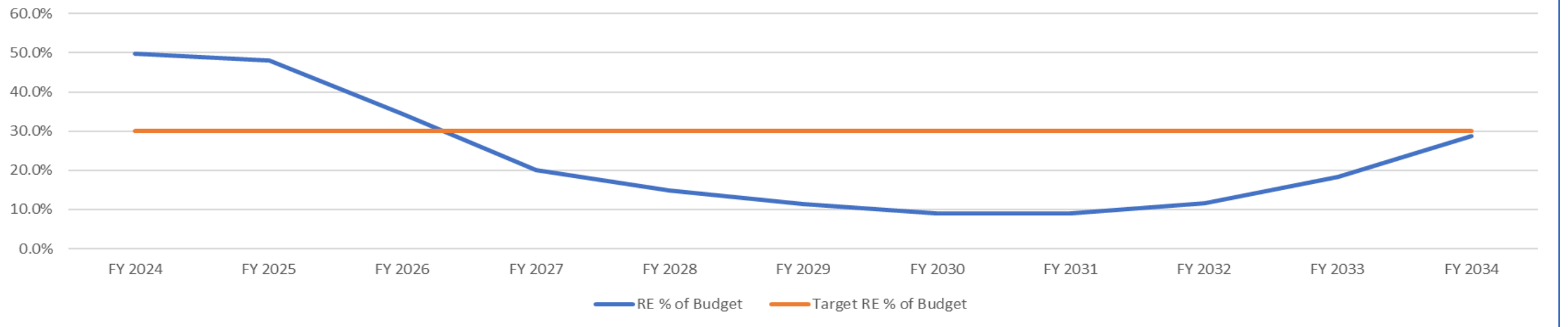
Water Rate Option 2 – 3.5% in FY 2025

- Projected results for future years, with additional revenue from rate changes

Rate Changes:	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	FY 2034
		3.50%	3.50%	3.50%	3.50%	3.50%	3.50%	3.50%	3.50%	3.50%

Rate Impact	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	FY 2034
	PROJECTED	PROJECTED	PROJECTED	PROJECTED	PROJECTED	PROJECTED	PROJECTED	PROJECTED	PROJECTED	PROJECTED	PROJECTED
Surplus/Deficit	\$ (901,466)	\$ (370,162)	\$ (288,840)	\$ (1,088,887)	\$ (1,032,035)	\$ (456,917)	\$ (380,558)	\$ (205,336)	\$ 245,251	\$ 657,849	\$ 1,033,407
Projected Retained Earnings	\$ 4,355,937	\$ 4,067,097	\$ 2,978,210	\$ 1,946,175	\$ 1,489,258	\$ 1,108,700	\$ 903,364	\$ 903,364	\$ 1,148,615	\$ 1,806,464	\$ 2,839,871
RE % of Budget	49.9%	48.0%	34.4%	20.0%	14.9%	11.4%	9.1%	9.0%	11.5%	18.3%	28.8%

Retained Earnings Projections - with Rate Changes



Water Rate Option 2 – 3.5% in FY 2025 (Cont.)

User Impact

User Impact (per Bill) - Water Bills Only			New Bills									
User Type	Usage	Current Bill	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	FY 2034
Low-End User	500	\$ 53.75	\$ 55.63	\$ 57.58	\$ 59.59	\$ 61.68	\$ 63.84	\$ 66.07	\$ 68.39	\$ 70.78	\$ 73.26	\$ 75.82
Avg. Residential User (45 gpd)	1,500	\$ 166.00	\$ 171.81	\$ 177.82	\$ 184.05	\$ 190.49	\$ 197.16	\$ 204.06	\$ 211.20	\$ 218.59	\$ 226.24	\$ 234.16
Avg. Residential User (65 gpd)	2,200	\$ 247.90	\$ 256.58	\$ 265.56	\$ 274.85	\$ 284.47	\$ 294.43	\$ 304.73	\$ 315.40	\$ 326.44	\$ 337.86	\$ 349.69
Large Residential User	4,500	\$ 525.50	\$ 543.89	\$ 562.93	\$ 582.63	\$ 603.02	\$ 624.13	\$ 645.97	\$ 668.58	\$ 691.98	\$ 716.20	\$ 741.27
Large Commercial User	10,000	\$ 1,213.00	\$ 1,255.46	\$ 1,299.40	\$ 1,344.87	\$ 1,391.95	\$ 1,440.66	\$ 1,491.09	\$ 1,543.27	\$ 1,597.29	\$ 1,653.19	\$ 1,711.06
Very Large Commercial User	100,000	\$12,463.00	\$12,899.21	\$ 13,350.68	\$ 13,817.95	\$14,301.58	\$14,802.13	\$15,320.21	\$15,856.42	\$16,411.39	\$16,985.79	\$17,580.29

- Average Residential User: \$5.81 - \$8.68 increase per bill in FY 2025 (\$23.24 - \$34.71 annually)
- Large Residential User: \$18.39 increase per bill in FY 2025 (\$73.57 annually)

Recent History - Sewer

- The Town implemented a four-tier rate structure for FY 2024.
 - Flat Rate for all usage prior
 - Multi-unit accounts are charged as one unit currently.
- Healthy retained earnings balance of \$7.3 million (99.1% of fund expenses)
- The Town typically balances the budget using retained earnings to ensure rate stabilization.
- The Town typically funds some capital improvements as part of the operating budget to avoid additional costs incurred from borrowings.

Recent Results – Sewer

Recent Rate Changes shown in the table below. A comparison of budgeted certified surplus (retained earnings) and actual certified surplus, as well as the difference between the two, also shown. Negative actual amounts mean surplus regeneration. A negative difference means less surplus was used than budgeted. * FY 2024 is projected

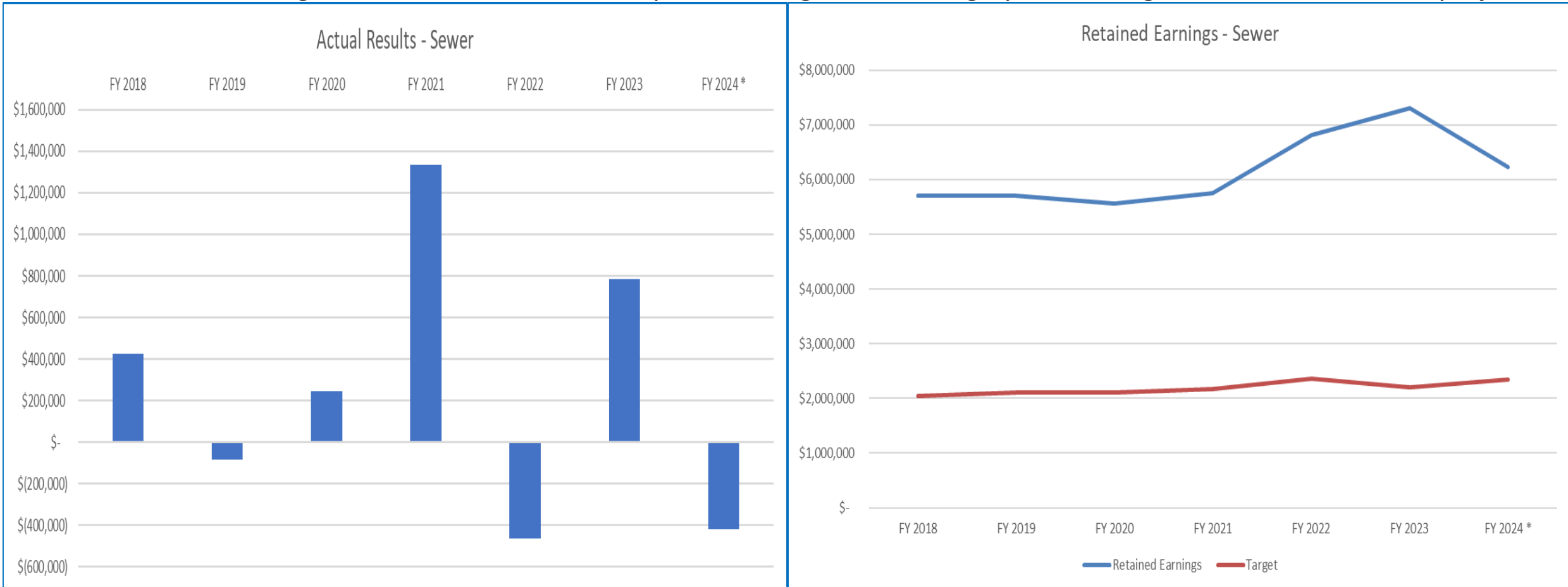
	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023
Rate Change	2.9%	0.0%	8.5%	-3.0%	1.9%	-0.4%
Certified Surplus Used (Budgeted)	\$585,000	\$950,000	\$978,810	\$525,000	\$1,219,000	\$404,000
Certified Surplus Used (Actual)	\$(424,995)	\$85,823	\$(246,135)	\$(1,334,837)	\$464,648	\$(784,320)
Certified Surplus Used (Difference)	\$(1,009,995)	\$(864,177)	\$(1,224,945)	\$(1,859,837)	\$(754,352)	\$(1,188,320)
	FY 2024 *					
Rate Change (Tier 1)	-6.1%					
Rate Change (Tier 2)	2.7%					
Rate Change (Tier 3)	5.9%					
Rate Change (Tier 4)	10.5%					
Certified Surplus Used (Budgeted)	\$850,000					
Certified Surplus Used (Actual)	\$418,646					
Certified Surplus Used (Difference)	\$(431,354)					

Recent Results – Sewer (Cont.)

Actual results compares fund revenues and expenses in graph to left; Graph up from \$0 is surplus, down is deficit

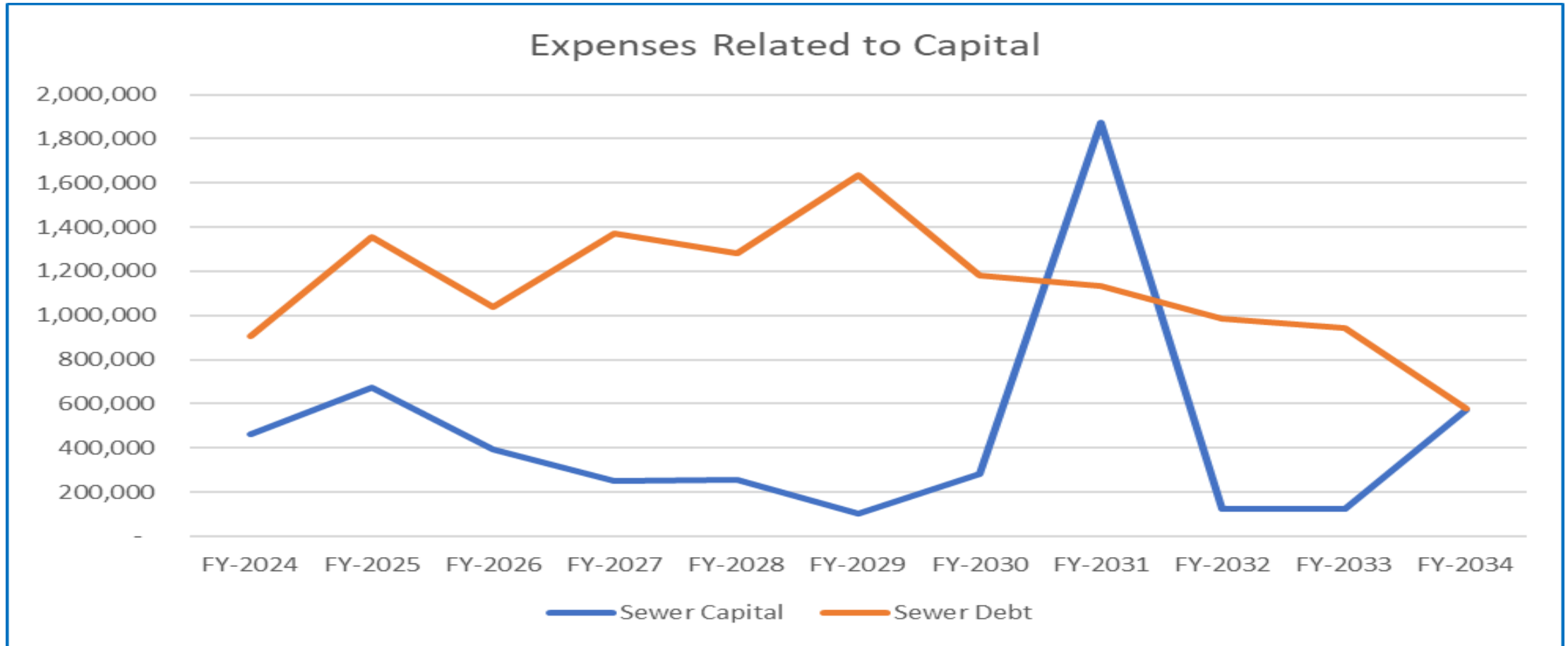
Recent retained earnings certification amounts compared to targeted 30% in graph to the right

* FY 2024 is projected



Capital Investment - Sewer

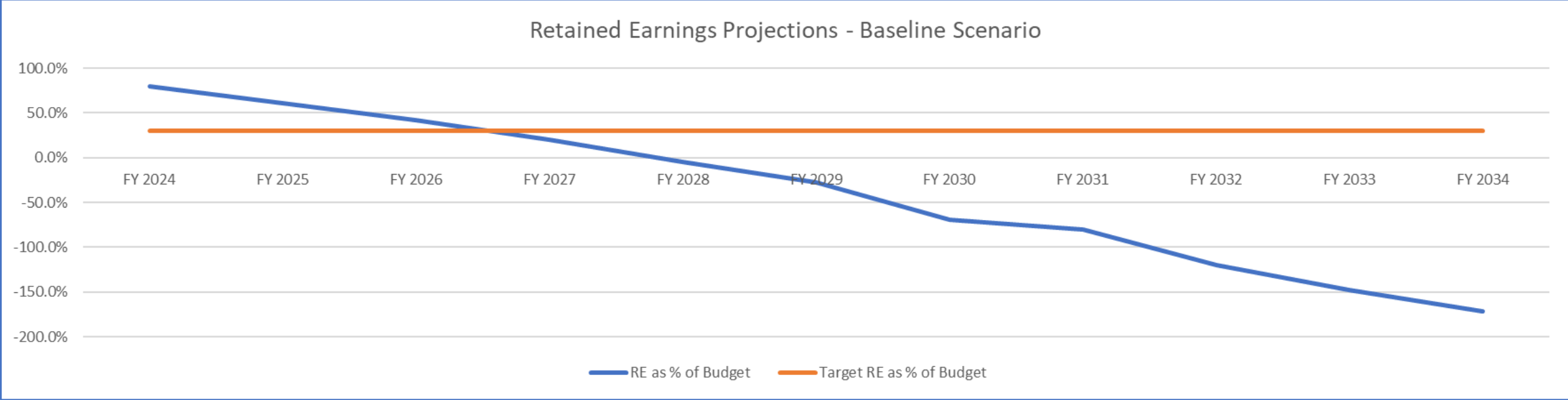
Actual and projected expenses related to capital
Orange line is debt and blue line is capital outlay



Baseline Scenario - Sewer

- Projected results for future years, assuming no revenue changes

Baseline	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	FY 2034
	PROJECTED	PROJECTED	PROJECTED	PROJECTED	PROJECTED	PROJECTED	PROJECTED	PROJECTED	PROJECTED	PROJECTED	PROJECTED
Surplus/Deficit	\$ (418,646)	\$ (1,172,402)	\$ (1,180,883)	\$ (1,609,455)	\$ (1,770,883)	\$ (2,230,089)	\$ (2,218,408)	\$ (4,033,454)	\$ (2,419,830)	\$ (2,670,324)	\$ (3,055,657)
Projected Retained Earnings	\$6,231,914	\$ 5,178,629	\$ 3,569,174	\$ 1,798,291	\$ (431,798)	\$ (2,650,206)	\$ (6,683,660)	\$ (9,103,490)	\$ (11,773,814)	\$ (14,829,471)	\$ (17,885,128)
RE as % of Budget	80.0%	60.5%	41.7%	20.0%	-4.7%	-27.6%	-69.6%	-79.7%	-120.1%	-147.5%	-171.3%



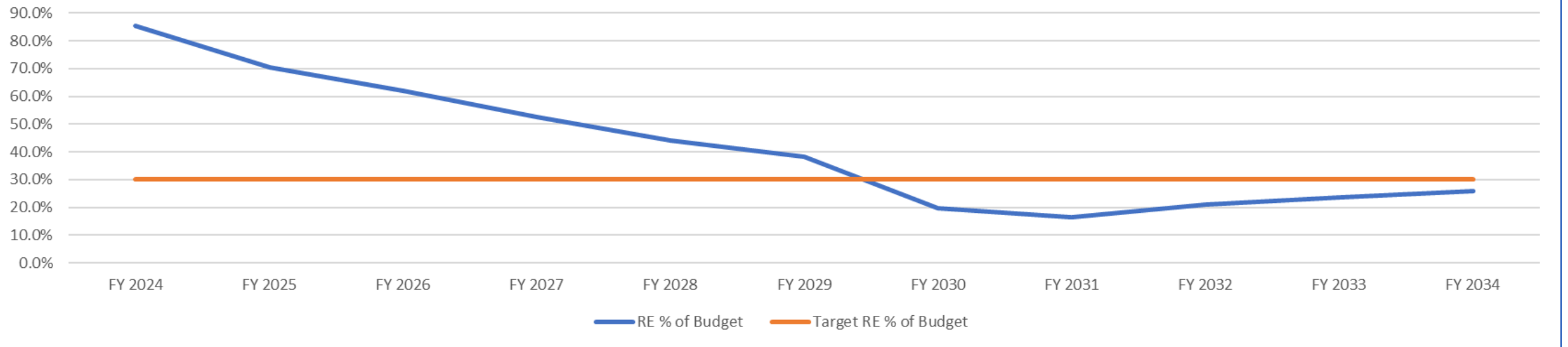
Sewer Rate Option 1 – 4.0% in FY 2025

- Projected results for future years, with additional revenue from rate changes

Rate Changes:	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	FY 2034
		4.00%	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%

Rate Impact	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	FY 2034
	PROJECTED	PROJECTED	PROJECTED	PROJECTED	PROJECTED	PROJECTED	PROJECTED	PROJECTED	PROJECTED	PROJECTED	PROJECTED
Surplus/Deficit	\$ (418,646)	\$ (890,231)	\$ (605,254)	\$ (728,629)	\$ (572,653)	\$ (701,759)	\$ (346,773)	\$ (1,804,783)	\$ 180,159	\$ 315,836	\$ 332,120
Projected Retained Earnings	\$ 6,641,683	\$ 6,036,429	\$ 5,307,800	\$ 4,735,147	\$ 4,033,388	\$ 3,686,615	\$ 1,881,832	\$ 1,881,832	\$ 2,061,991	\$ 2,377,827	\$ 2,709,947
RE % of Budget	85.2%	70.6%	62.0%	52.7%	44.1%	38.3%	19.6%	16.5%	21.0%	23.7%	26.0%

Retained Earnings Projections - with Rate Changes



Sewer Rate Option 1 – 4.0% in FY 2025 (Cont.)

User Impact

User Impact (per Bill) - Sewer Bills Only			New Bills									
User Type	Usage	Current Bill	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	FY 2034
Low-End User	500	\$ 51.00	\$ 53.04	\$ 55.16	\$ 57.37	\$ 59.66	\$ 62.05	\$ 64.53	\$ 67.11	\$ 69.80	\$ 72.59	\$ 75.49
Avg. Residential User (45 gpd)	1,500	\$ 157.75	\$ 164.06	\$ 170.62	\$ 177.45	\$ 184.55	\$ 191.93	\$ 199.60	\$ 207.59	\$ 215.89	\$ 224.53	\$ 233.51
Avg. Residential User (65 gpd)	2,200	\$ 235.80	\$ 245.23	\$ 255.04	\$ 265.24	\$ 275.85	\$ 286.89	\$ 298.36	\$ 310.30	\$ 322.71	\$ 335.62	\$ 349.04
Large Residential User	4,500	\$ 501.75	\$ 521.82	\$ 542.69	\$ 564.40	\$ 586.98	\$ 610.46	\$ 634.87	\$ 660.27	\$ 686.68	\$ 714.15	\$ 742.71
Large Commercial User	10,000	\$ 1,161.75	\$ 1,208.22	\$ 1,256.55	\$ 1,306.81	\$ 1,359.08	\$ 1,413.45	\$ 1,469.98	\$ 1,528.78	\$ 1,589.94	\$ 1,653.53	\$ 1,719.67
Very Large Commercial User	100,000	\$ 11,961.75	\$12,440.22	\$12,937.83	\$13,455.34	\$13,993.56	\$14,553.30	\$ 15,135.43	\$15,740.85	\$16,370.48	\$17,025.30	\$17,706.31

- Average Residential User: \$6.31 - \$9.43 increase per bill in FY 2025 (\$25.24 - \$37.72 annually)
- Large Residential User: \$20.07 increase per bill in FY 2025 (\$80.28 annually)

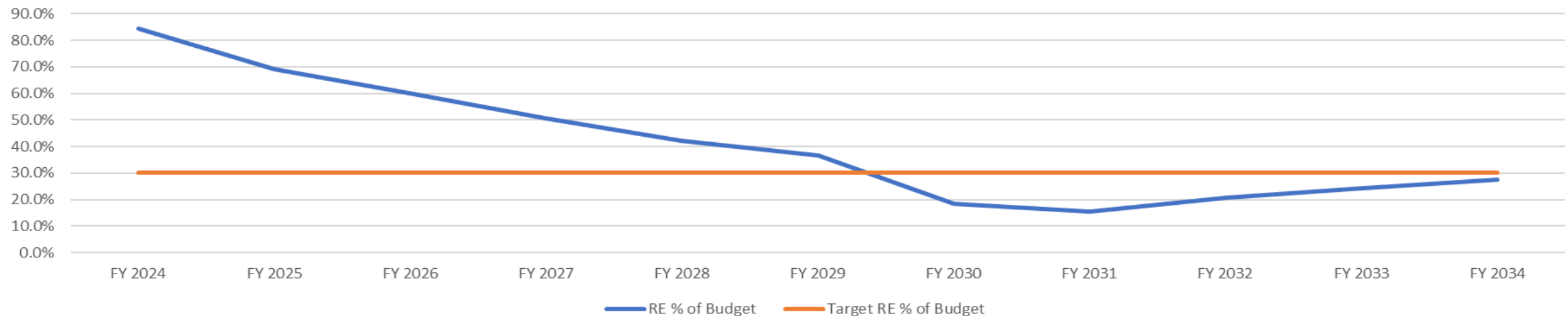
Sewer Rate Option 2 – 3.0% in FY 2025

- Projected results for future years, with additional revenue from rate changes

Rate Changes:	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	FY 2034
		3.00%	4.25%	4.25%	4.25%	4.25%	4.25%	4.25%	4.25%	4.25%

Rate Impact	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	FY 2034
	PROJECTED	PROJECTED	PROJECTED	PROJECTED	PROJECTED	PROJECTED	PROJECTED	PROJECTED	PROJECTED	PROJECTED	PROJECTED
Surplus/Deficit	\$ (418,646)	\$ (960,774)	\$ (660,454)	\$ (767,100)	\$ (592,921)	\$ (702,258)	\$ (325,836)	\$ (1,760,641)	\$ 249,384	\$ 412,139	\$ 457,617
Projected Retained Earnings	\$ 6,571,140	\$ 5,910,686	\$ 5,143,586	\$ 4,550,665	\$ 3,848,407	\$ 3,522,571	\$ 1,761,930	\$ 1,761,930	\$ 2,011,314	\$ 2,423,453	\$ 2,881,070
RE % of Budget	84.3%	69.1%	60.1%	50.6%	42.0%	36.6%	18.3%	15.4%	20.5%	24.1%	27.6%

Retained Earnings Projections - with Rate Changes



Sewer Rate Option 2 – 3.0% in FY 2025 (Cont.)

User Impact

User Impact (per Bill) - Sewer Bills Only			New Bills									
User Type	Usage	Current Bill	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	FY 2034
Low-End User	500	\$ 51.00	\$ 52.53	\$ 54.89	\$ 57.36	\$ 59.95	\$ 62.64	\$ 65.46	\$ 68.41	\$ 71.49	\$ 74.70	\$ 78.06
Avg. Residential User (45 gpd)	1,500	\$ 157.75	\$ 162.48	\$ 169.79	\$ 177.43	\$ 185.42	\$ 193.76	\$ 202.48	\$ 211.59	\$ 221.12	\$ 231.07	\$ 241.46
Avg. Residential User (65 gpd)	2,200	\$ 235.80	\$ 242.87	\$ 253.80	\$ 265.22	\$ 277.16	\$ 289.63	\$ 302.67	\$ 316.29	\$ 330.52	\$ 345.39	\$ 360.93
Large Residential User	4,500	\$ 501.75	\$ 516.80	\$ 540.06	\$ 564.36	\$ 589.76	\$ 616.30	\$ 644.03	\$ 673.01	\$ 703.30	\$ 734.95	\$ 768.02
Large Commercial User	10,000	\$ 1,161.75	\$ 1,196.60	\$ 1,250.45	\$ 1,306.72	\$ 1,365.52	\$ 1,426.97	\$ 1,491.18	\$ 1,558.29	\$ 1,628.41	\$ 1,701.69	\$ 1,778.27
Very Large Commercial User	100,000	\$ 11,961.75	\$12,320.60	\$12,875.03	\$13,454.41	\$14,059.85	\$14,692.55	\$ 15,353.71	\$16,044.63	\$16,766.64	\$17,521.14	\$18,309.59

- Average Residential User: \$4.73 - \$7.07 increase per bill in FY 2025 (\$18.92 - \$28.28 annually)
- Large Residential User: \$15.05 increase per bill in FY 2025 (\$60.20 annually)

Multi-Unit Analysis

- An analysis of 54 multi-unit accounts was conducted, based on FY 2024 rates.
 - Total consumption = 5,498,100 cubic feet
- Current breakdown of usage by tier:
 - Tier 1 – 214,000 cubic feet (3.9%)
 - Tier 2 – 319,000 cubic feet (5.8%)
 - Tier 3 – 313,600 cubic feet (5.7%)
 - Tier 4 – 4,651,500 cubic feet (84.6%)
- Breakdown of usage by tier, if billed as individual units:
 - Tier 1 – 4,817,100 cubic feet (87.6%)
 - Tier 2 – 624,400 cubic feet (11.4%)
 - Tier 3 – 56,600 cubic feet (1.0%)
 - Tier 4 – 0 cubic feet (0.0%)

Multi-Unit Analysis (Cont.)

- Rates per tier:
 - Tier 1 - \$10.75
 - Tier 2 - \$11.70
 - Tier 3 - \$12.00
 - Tier 4 - \$12.50
- Despite large usage differences in usage by tier, since rates in the four tiers are not drastically different (only \$1.75 between Tiers 1 and 4), the financial impact of billing by individual unit is not large:
 - Water – Savings of \$81,712 total for all 54 accounts annually
 - Sewer – Savings of \$84,167 total for all 54 accounts annually
- One Example (The Postmark):
 - Water – Savings of \$2,038 annually
 - Sewer – Savings of \$2,095 annually

Thank You!

Questions/Comments?



Town of Reading Amendment to the Traffic and Parking Regulations



Amendment Number: 2024-3

Date Filed: June 2024

Filed By: TSO Michael S. Scouten

On Behalf of: The Reading Police Department

Section 1:

Purpose of Amendment – Amend of Article 12 Traffic Rules and Regulations - Public Ways
Article 5.9.1 No Overnight Parking of Heavy Vehicles or Commercial vehicles.

Section 2:

Purpose of Amendment – Article 12.1 to Enact: Pursuant to Article 5.9.1: Overnight Parking shall be prohibited within the Town of Reading for Heavy or Commercial vehicles weighing over 10,000lbs (class 3 or above) on any public way or public parking lot between the hours of 10:00pm - 6:00am. Exceptions to this regulation for commercial vehicles and equipment are only for temporary parking for any vehicle performing emergency services, repairs, improvement to infrastructure or residential work with the approval of the Reading Police Department.

Section 3:

Effective Date:

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

Select Board:

Date Signed: _____



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



Certification of Amendment:

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

Town Clerk

Town Corporate Seal

SELECT BOARD OF THE TOWN OF READING

GRANT AGREEMENT

This Grant Agreement is made as of this 20th day of June, 2019 (“Effective Date”) by and between Town of Reading, a municipal corporation organized and existing under the laws of the Commonwealth of Massachusetts, having a principal place of business at 16 Lowell Street, Reading MA, acting by and through its Select Board (hereinafter the “Town”), and Reading Community Television, Inc. a Massachusetts non-profit corporation organized pursuant to Chapter 180 of the General Laws and recognized as exempt from federal income tax pursuant to Section 501(c)(3) of the Internal Revenue Code, having its principal place of business at 557 Main Street, Reading, Massachusetts (hereinafter the “RCTV”).

WHEREAS, the Town has executed Cable Licensing Agreements with Verizon New England, Inc. and Comcast Cable Communications Management, LLC (collectively, the “Cable Licensees”), which agreement are available at Town Hall;

WHEREAS, the Cable Licensing Agreements include payments from the Cable Licensees to the Town that are intended to be used to support the Town’s Community Access Corporation and its Public, Educational and Government (“PEG”) Access Corporation (collectively, the “PEG Funds”);

WHEREAS, the PEG Funds include (1) PEG Access Support Payments in the amount equal to five percent of the Cable Licensee’s gross annual revenues and subject to such terms and conditions contained in the Cable Licenses; and (2) PEG Access Capital Funding; and

WHEREAS, the Town seeks to designate RCTV as the Town’s Community Access Corporation, and its PEG Access Corporation, and to award the PEG Funds received under the Town’s Cable Licensing Agreements to RCTV on the terms and conditions in the Cable Licensing Agreements and this Grant Agreement;

NOW, THEREFORE, the Parties agree as follows:

1. Designation of Community Access Corporation. RCTV is hereby designated as the Town of Reading’s Community Access Corporation. By virtue of this Grant Agreement, RCTV is the designated PEG Access Corporation for the Town of Reading.
2. PEG Funds: PEG Funds are those payments from the Cable Licensees to the Town that are intended to be used to support the Town’s Community Access Corporation and its PEG Access Corporation. At the time of this Grant Agreement, the PEG Funds are contained in Section 5.4 of the Town’s Cable Licensing Agreement with Verizon New England Inc., and Section 6.3 and Section 6.4 of the Town’s Cable Licensing Agreement with Comcast Cable Communications Management, LLC. All Parties understand that, at

the sole discretion of the Town, the Town may amend the terms of the Cable Licensing Agreements or execute a new agreement with a cable licensee.

3. Award.

- a. PEG Funds awarded pursuant to this Grant Agreement are contingent on (1) the Town's receipt of the PEG Funds from the Town's Cable Licensees pursuant to the Cable Licensing Agreements in operation at the time of the disbursement of funds; and (2) Town Meeting approval. If the PEG Funds are not received from the Cable Licensees, the Town shall notify RCTV in writing. In the event that the PEG Funds are reduced or not paid to the Town in full, the Town shall provide the amount of PEG Funds received from the Cable Licensees to RCTV, subject to Town Meeting approval.
- b. The Town agrees to award RCTV the PEG Funds on the conditions set out in the Grant Award attached as Exhibit "A". It is understood that RCTV may solicit funds from other sources for the work described in Exhibit "A", but this Grant Agreement is not conditioned upon any amount being raised by RCTV from any other source.

4. Expenditure of PEG Funds. PEG Funds shall be expended by RCTV to pay for direct costs of the project(s) described in Exhibit "A", such as program and administrative staff salaries, travel expenses, materials and consultants required to execute the grant. PEG Funds may be expended on any indirect costs or overhead, such as rent, utilities, and indirect costs of administrative and personnel salaries provided that expenditures for such costs are reasonable and in accordance with state law. Documentation of such expenditures shall be provided to the Town upon request.

5. No Pledge. This Grant Agreement shall not be interpreted to create any pledge or commitment by the Town to make any other or future grants or contributions to the RCTV or any other person or entity.

6. Grant Period. The Grant Agreement shall be in effect between the Effective Date and June 30, 2025 (the "Grant Period"). The Grant Agreement may be extended at the sole option of the Town for a period of up to six months under the same terms and conditions or such terms mutually agreed upon.

7. Disbursement of PEG Funds. The PEG Funds shall be disbursed on the terms and conditions set forth in the Town's Cable Licensing Agreements in operation at the time of the disbursement of funds.

8. Return of PEG Funds. Upon conclusion of the Grant Period or earlier termination pursuant to Section 15 of this Grant Agreement, any funds granted to RCTV under this

Grant Agreement and not yet expended shall be returned forthwith to the Town without further expenditure thereof. RCTV shall provide the Town with an accounting of all PEG Funds upon request and in accordance with Section 11.

9. Annual Review and Budget Audit. The Select Board shall schedule an Annual Review with the RCTV Board of Directors during the months of September through November. At least fifteen (15) business days prior to the Annual Review, RCTV shall provide the Town with the financial statements for the last fiscal year. The Town Accountant shall review RCTV's financial statements and prepare a report, which shall be part of the Select Board's Annual Review. A written set of minutes summarizing the Annual Review shall be available as a public document. The Select Board may request additional meetings with the RCTV Board of Directors as needed, and upon reasonable notice the RCTV Board shall meet with the Select Board.
10. RCTV Board of Directors. RCTV will, in accordance with its duly adopted bylaws, establish the membership and qualifications of its Board of Directors. Said bylaws shall not permit a Board of Directors in excess of 13 members. At no time shall a majority of Board members be non-residents of the Town of Reading. The Town shall have full Board membership for three of the seats, two appointed by the Select Board and one by the School Committee. All Town members shall be full voting members and have all the same rights as other Board members. Only the appointing authority shall have removal authority over its members.
11. Duty to Televisе Meetings. RCTV shall cover live the following public meetings ("Core Meetings"): Town Meeting; Select Board; School Committee; Reading Municipal Light Board; and Finance Committee. RCTV shall cover live where technically feasible, the following public meetings ("Non-Core Meetings"): Board of Health; Community Planning and Development Commission; Conservation Commission; and the Zoning Board of Appeals. When live coverage is not possible for Non-Core Meetings, the meetings shall be taped. The Select Board may amend this list of Non-Core Meetings during the life of this agreement.
12. Records. RCTV agrees to maintain such records with respect to utilization of the PEG Funds and income derived therefrom as are kept in the normal course of business and such additional records as may be required by the Town. Said records shall be available for inspection by the Town during RCTV's normal business hours and shall be retained for at least five (5) years after the conclusion of the Grant Period. The Town shall be entitled to request copies of any record so kept provided said record does not contain proprietary information of RCTV.
13. Public Charity Status. RCTV warrants that it is currently exempt from federal income tax pursuant to Internal Revenue Code Section 501(c)(3) and is not a private foundation under Section 509(a) of the Code. The Town shall inform RCTV immediately of any

change in, or proposed or actual revocation of its tax status described herein. The Town may in its sole discretion deem any change in or revocation of the RCTV's tax status to constitute a default under this Grant Agreement.

14. Insurance. RCTV shall purchase and maintain insurance of the type and limits listed in Exhibit "B". This insurance shall be provided at RCTV's expense and shall be in force and effect for the full Grant Period. All policies shall be issued by companies lawfully authorized to write that type of insurance under the laws of Commonwealth of Massachusetts with a financial strength rating of "A-" or better as assigned by A.M. Best Company, or an equivalent rating assigned by a similar rating agency acceptable to the Town, or otherwise acceptable to Town.

RCTV shall submit an original of each certificate of insurance acceptable to the Town and a copy of each insurance policy simultaneously with the execution of this Grant Agreement. Certificates shall show each type of insurance, insurance company, policy number, amount of insurance, deductibles/self-insured retentions, and policy effective and expiration dates. RCTV shall submit updated certificates prior to the expiration of any of the policies referenced in the certificates so that Town shall, at all times, possess certificates indicating current coverage.

RCTV is responsible for the payment of any and all deductibles under all required insurance. The Town shall not be responsible for the payment of deductibles, self-insured retentions or any portion thereof.

15. Termination.

- a. If the Town determines that RCTV's services or facilities are unsatisfactory or unsuitable for meeting the Town's purposes under this Grant Agreement, or if the Town determines that RCTV has failed to fulfill any of its obligations under the terms of this Grant Agreement, the Town shall so notify RCTV in writing, setting forth the nature and details of the deficiency or default.
- b. Upon RCTV's receipt of said notice, RCTV shall immediately cease to incur any additional expenses in connection with this Grant Agreement.
- c. The Select Board, acting for the Town, shall hold a public hearing within fourteen (14) calendar days of the mailing of the notice referenced in Section 15.a. RCTV shall have the opportunity to present evidence and argument at said termination hearing prior to the Select Board voting whether to terminate the Grant Agreement.
- d. At the close of the public hearing the Select Board shall issue a written decision setting forth its findings that form the basis of its decision. The Select Board may:

- i. vote to reinstate the Grant Agreement without any further condition;
- ii. vote to reinstate the Grant Agreement with additional conditions; or
- iii. vote to terminate the Grant Agreement effective 10 calendar days from the date of the notice provided pursuant to Section 15.e.

e. The Town shall notify RCTV in writing of its decision relative to reinstatement, modification or termination of the Grant Agreement.

16. Notice. Any and all notices, or other communications required or permitted under this Grant Agreement, shall be in writing and delivered in hand or mailed by certified mail, return receipt requested or by other reputable delivery service to the parties hereto at the following addresses:

If to RCTV: Kathi Crook
 Reading Community Television
 557 Main Street
 Reading, MA 01867

If to the Town: Town of Reading
 Town Manager
 16 Lowell Street
 Reading, MA 01867

17. Compliance with Laws. RCTV shall comply with all Federal, State and local laws, rules, regulations and orders applicable to the projects undertaken pursuant to this Grant Agreement.

18. No Liability of Town. By making this award, the Town does not accept any liability whatsoever for any acts, omissions or errors associated with RCTV's performance of the Grant Agreement. Nothing in this Grant Agreement shall be construed to render the Town or any of its members, or their successors in office, personally liable for any obligation under this Grant Agreement.

19. Indemnification. RCTV agrees to save, defend, indemnify and hold harmless the Town of Reading against any and all suits, claims, or liabilities of every name, nature or description arising out of or in consequence of the acts of its agents, servants or employees, in the performance of the obligations under this Agreement or by reason of its failure to fully comply with the terms of this Agreement, such indemnity to run to the Town's officers, agents and employees. RCTV is at all times an independent contractor and not an agent or employee of the Town. No act of commission or omission by either party shall make the other a principal, agent, joint venture, partner or employee of the other.

20. No Assignment. This Grant Agreement may not be assigned by RCTV without prior written agreement by the Town.
21. Severability. If any term or condition of this Grant Agreement or any application thereof shall to any extent be held invalid, illegal or unenforceable by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Grant Agreement shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.
22. Governing Law. This Grant Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.
23. Entire Agreement. This Grant Agreement and the attached Exhibits constitute the entire agreement between the parties, supersede any prior written or oral promises, statements, or representations, and may be amended only in writing executed by both the Town and RCTV. Signatory below acknowledges and avers that he/she has the authority to execute this Grant Agreement on behalf of RCTV.

TOWN OF READING
TOWN MANAGER



Date:

6/25/19

READING COMMUNITY TELEVISION, INC.
By its Executive Director,



Date:

6/25/19

EXHIBIT A
GRANT AWARD

RECIPIENT: Reading Community Television, Inc.

GRANTOR: The Town of Reading, Massachusetts

GRANT PERIOD: June 20, 2019 to June 30, 2025

CONDITIONS OF GRANT AWARD:

1. The Recipient shall submit on a quarterly basis to the Grantor a statement of services setting forth the nature and extent of the services provided pursuant to this Grant Award, said statement to be in a form acceptable to the Grantor. The Recipient shall include in the report details of efforts to inform the community about the availability of the services available pursuant to this Grant Award.
2. The Recipient shall maintain a competent professional staff, headed by paid administrative and coordinating positions.
3. The Recipient shall not move from its current address without first notifying the Grantor.
4. The Recipient's services and the operation of its facilities shall be available to clients without discrimination as to race, religion, ethnicity, color, gender, sexual orientation, gender identity, national origin, ancestry, age, marital status, veteran status, or disability, or any other protected status defined by law, and shall be non-sectarian in nature.
5. Services rendered pursuant to this Grant Award shall be deemed for the public good and conducted in a manner beneficial to participating clients.
6. The Recipient's financial records, as well as nonconfidential phases of its operation relative to the Town of Reading, shall be open for inspection by the Grantor; such inspections to be made at times mutually agreeable to the Grantor and the Recipient.
7. The Recipient shall provide the services described above until the conclusion of the Grant Period and shall be entitled to receive any additional funds from the Grantor for such services.

EXHIBIT B
INSURANCE LIMITS

RECIPIENT: Reading Community Television Inc.

GRANTOR: The Town of Reading, Massachusetts

GRANT PERIOD: June 20, 2019 to June 30, 2025

The Recipient shall purchase and maintain insurance of the following types and limits with respect to work performed under the foregoing Grant Agreement:

- (i) Workers' Compensation Insurance in accordance with M.G.L. Chapter 152.
- (ii) Commercial General Liability Insurance, with a minimum limit of \$1,000,000 Bodily Injury and Property Damage Liability, Combined Single Limit with a \$3,000,000 Annual Aggregate Limit. The Town of Reading shall be listed as an additional insured.
- (iii) Automobile Liability Insurance with a limit of not less than \$1,000,000 Bodily Injury and Property Damage per accident. The Town of Reading shall be listed as an additional insured.

**Reading Municipal Light Department
230 Ash Street
Reading, MA 01867**

GRANT OF EASEMENT
Gazebo Circle, Reading, MA 01867

TOWN OF READING, a Massachusetts municipality duly established by law and acting through the Town of Reading Select Board and having a principal place of business at 16 Lowell Street, Reading, MA 01867 (“Grantor”), for consideration paid of One Dollar (\$1.00), the receipt and sufficiency of which is hereby acknowledged, hereby grants to the **TOWN OF READING MUNICIPAL LIGHT DEPARTMENT** (“Grantee”), a Massachusetts municipal light plant duly established by law and having a principal place of business at 230 Ash Street, Reading, Massachusetts,

With Quitclaim Covenants,

The perpetual and non-exclusive right and easement to install, construct, reconstruct, repair, replace, add to, inspect maintain, and operate for the transmission of high and low voltage electric current and for the transmission of intelligence, overhead lines to consist of, but not limited to, poles, with wires and cables strung upon and from the same and all necessary anchors, guys, risers, equipment, and appurtenances and an underground electric distribution system consisting of lines of buried wires and cables and lines of wires and cables installed in underground conduits, together with all equipment and appurtenances thereto for the transmission of intelligence and for the furnishing of electric service, and without limiting the generality of the foregoing, but specifically including the following equipment, namely: manholes, manhole openings, bollards, handholes, junction boxes, transformers, transformer vaults, padmounts, padmount transformers and all housings, connectors, switches, conduits, all communication devices and modes, cables, wires and all Grantee-owned items (hereinafter referred to as “GRANTEE’S ELECTRIC SYSTEM”) all located within the Easement Area of the Property located in Middlesex County, Massachusetts, as set forth below. Grantee shall have the right to connect said GRANTEE’S ELECTRIC SYSTEM to poles, conduits, cables and wires located, or that may now or hereinafter be placed or located, upon and under public ways or streets and other land adjacent, contiguous or near the premises.

Said GRANTEE’S ELECTRIC SYSTEM is or to be located in, through, under, over, across and upon parcels of land with improvements thereon located at Reading, Massachusetts and described in a master deed recorded with the **Registry of Deeds Middlesex South in Book 66438 Page 203.**

And further, said GRANTEE’S ELECTRIC SYSTEM (locations of the electrical equipment and other facilities on the hereinbefore referred to premises of the Grantor) is approximately shown as the dashed line on a sketch entitled “**Exhibit A: GAZEBO CIRCLE PUMP STATION**”, a reduced copy of said sketch is attached hereto as “Exhibit A”, copies of which are in the possession of the Grantor and Grantee herein, but the final definitive locations of said GRANTEE’S ELECTRIC SYSTEM shall become established by and upon the installation and erection thereof by the Grantee (“Easement Area”). Said Easement Area shall be 15’ long and 7.5’ on either side of installed utilities measured from the centerline of GRANTEE’S ELECTRIC SYSTEM for a total of 15 feet in width.

Easement – Gazebo Circle – 160 Hopkins Street, Reading, MA 01867

Also with the further perpetual and non-exclusive right and easement from time to time without further payment therefore to pass and repass by foot, vehicle, and equipment over, across and upon said land of the Grantor as is reasonable and necessary in order to inspect, renew, replace, repair, remove, add to, maintain, operate, patrol and otherwise change said GRANTEE'S ELECTRIC SYSTEM and each and every part thereof and to perform such work, including but not limited to making such other excavation or excavations as may be reasonably necessary in the reasonable opinion and judgment of the Grantee, its successors and assigns, and to clear and keep cleared the portions and areas of the premises wherein GRANTEE'S ELECTRIC SYSTEM is located, as shown on the sketch herein referred to, of such trees, shrubs, bushes, above ground and below ground structures, objects and surfaces, as may, in the reasonable opinion and judgment of the Grantee, interfere with the efficient, reliable, and safe operation and maintenance of GRANTEE'S ELECTRIC SYSTEM and other related electrical equipment or Grantee's access thereto.

If such location of the Easement Area as approximately shown on the sketch attached hereto is unsuitable for the purposes of the Grantee, then said locations may be changed to areas mutually agreeable to both the Grantor and the Grantee herein; and further, said newly agreed to locations shall be indicated and shown on said sketch attached hereto to by proper amendment or amendments thereto, approved and executed by Grantor and Grantee. The Grantor, for itself, its successors and assigns, covenant and agrees with the Grantee, for itself, its successors and assigns, that this Grant of Easement and the location of GRANTEE'S ELECTRIC SYSTEM may not be changed or modified without the written consent of the Grantor, its successors and assigns, which consent may be withheld by the Grantor in its sole discretion. Any relocation of such GRANTEE'S ELECTRIC SYSTEM shall be performed at the sole cost and expense of the requesting party. The Grantor acknowledges that failure to approve reasonable future consents/requests of Grantee may result in a general increase in the cost of electric service due to the Grantee's cost in pursuing alternative and could also result in Grantee's use of its eminent domain authority to acquire rights of way as authorized by law.

It is agreed that GRANTEE'S ELECTRIC SYSTEM and all other utilities and improvements constructed or installed on said premises by Grantee shall remain the property of Grantee, and Grantee shall pay all applicable taxes assessed thereon, if any. Grantor agrees not to interfere unreasonably with the rights granted to Grantee hereunder or to cause or permit any buildings, structures, utilities or other obstructions to be constructed or placed within, under or over the Easement Area that Grantee reasonably determines impairs the exercise of Grantee's rights hereunder, the safe or reliable operation of Grantee's facilities, the provision of electric service, or access thereto, which shall be removed promptly by Grantor at its sole expense upon the request of Grantee.

If the Grantor or Grantee, at any time in the future, determine and mutually agree that the rights and easement herein granted are no longer needed and required by Grantor or others serviced by this GRANTEE'S ELECTRIC SYSTEM, then the Grantor, its successors and assigns, shall request and, subject to Grantee's functional review and management authorization, be granted a release from the Grantee, its successors and assigns, of this Grant of Easement. Following the release or termination of this Grant of Easement, Grantee shall have no further obligation to provide electric service to the Grantor's land or to Grantor, its tenants, or their respective successors and assigns, or any other party in possession of the Grantor's land or any portion thereof.

Grantee agrees to promptly restore the surface of the land to substantially the same condition as said surface was in immediately prior to any excavation or excavations thereof; provided that Grantee shall not be required to pave or repave the easement area or restore any improvements made thereto.

All rights and privileges herein granted, including all benefits and burdens, shall run with the land and shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, executors, administrators, successors, assigns and legal representatives.

EXECUTED as a sealed instrument this _____ day of June 2024.

NAMES OF READING SELECT BOARD

Signed: _____
Name: Melissa Murphy

Signed: _____
Name: Mark L. Dockser

Signed: _____
Name: Karen Gately Herrick

Signed: _____
Name: Carlo Bacci

Signed: _____
Name: Christopher Haley

THE COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

On this ____ day of June 2024, before me, the undersigned notary public,
personally appeared: Melissa Murphy, Mark L. Dockser, Karen Gately Herrick, Carlo Bacci, and Christopher Haley,
who proved to me through satisfactory evidence of identification, which were

_____,
to be the persons whose names are signed on the preceding or attached document, and acknowledged to me that they
signed it voluntarily for its stated purpose on behalf of the Town of Reading located at 16 Lowell Street, Reading,
MA 01867

Notary Public: _____

My Commission Expires:

Seal

B/C/C	FY25 Request	FY24 Awarded
Climate Advisory Committee	\$ 1,000	\$1,500
Conservation Commission	\$ 11,200	\$5,000
Historical Commission	\$ 1,500	\$1,500
Reading Community Garden		\$500
Town Forest	\$ 20,000	\$6,500
Trails Committee	\$ 5,000	\$5,000
TOTAL	\$38,700	\$20,000

FY25 B/C/C Budget Requests

Reading Trails Committee

The Trails Committee remains committed to maintaining over 708 acres of conservation land and 15 miles of trails in Reading. That said, our trails are aging and need some attention to remain safe for everyone to use. We are also experiencing an increase in extreme weather including high winds that knock down trees over our trails. For example, after a recent storm, we had 19 trees to remove. This year we plan to continue updating our boardwalks and bridges, some of which have been standing for over 20 years. They do not meet our current standard for design and are in desperate need of repairs and in many cases replacement.

We would like to use the **\$5,000** to cover the stock and materials for our projects.

Climate Advisory Committee

For the 2025 fiscal year, the Climate Advisory Committee requests **\$1,000** to support the following activities.

- \$400 for posters and similar outreach materials including Friends and Family Day.
- \$600 to support Community Planning and similar town efforts on things like the Net Zero Plan, MAPC Zoning, Killam School Sustainability working group and Walkers Brook Planning.

A survey of the heating and cooling energy uses was not conducted in 2024. It may be desirable to perform this survey again in future years. An additional request for funding will be made if this survey is needed.

Historical Commission

The Historical Commission respectfully requests the **\$1,500** that we have received in the past.

Town Forest Committee

The Town Forest Committee requests **\$20,000** for FY25 to cover the following expenses:

- Update the Forest Management Plan (FMP). The FMP describes the current condition of the Town Forest and recommends actions to enhance forest health and biological diversity. Having an FMP makes the Town eligible for forestry grants from the Mass. Department of Conservation and Recreation (DCR). Reading has received a total of \$20,000 in DCR grants over the last three years for dead tree removal. FMPs must be updated every 10 years. The TF plan was prepared in 2010, so it needs to be updated to remain eligible for DCR grants. Updating the FMP is also necessary to reflect the

changes that have occurred in the Town Forest as a result of the dying red pine trees and the three phases of dead pine tree removal.

- Hire a Certified Forester to support the removal of dead trees from the Town Forest. Dead pine trees have been removed from about 15 acres of the TF under three phases conducted in 2020 and 2022. A fourth phase is scheduled to be done in FY25 to continue to mitigate the safety hazards of falling trees and forest fires. A Certified Forester is needed to assist the Town before, during and after the logging operation, and to ensure that the logger complies with the DCR and Conservation Commission approved Forest Cutting Plan.
- Control invasive plants. Invasive plants have become firmly established in the Reading Town Forest. Budget is needed to implement control measures to prevent invasive plants from displacing the native plants in the TF. Reading recently received a grant of \$7,500 from DCR for invasive plant control. The Town used TFC FY24 budget to meet DCR's requirement for a 25% match to qualify for the grant.
- Plant native plants. Areas cleared of dead pine trees have created ideal conditions for new plants to grow. It is important that native trees, shrubs and pollinators be planted so that the invasive plants do not colonize the newly opened areas. Budget is needed to purchase native plants.

The TFC was funded at \$6,500 for FY24. This request for \$20,000 reflects the great need for corrective action in the Town Forest. Please contact me if you have any questions about this request. Thank you.



Town of Reading
16 Lowell Street
Reading, MA 01867-2683

CONSERVATION COMMISSION
Phone (781) 942-6616
Fax (781) 942-9071
ctirone@ci.reading.ma.us

May 30, 2024

Dear Select Board Members:

I'm writing to request approval for an operating budget for the Conservation Commission, as Conservation has no stand-alone operating budget at this time. According to the MA General Law (Ch.40 Section 8C), the Conservation Commission was established, "for the promotion and development of the natural resources and the protection of watershed resources of (the) town." In addition to enforcing the MA Wetlands Protection Act, and the Town wetlands bylaws and regulations, we are also responsible for open space protection and land management of approximately 66 properties with a total of 990 acres. There are also 18 Conservation restrictions totaling 62 acres in Reading. Unfortunately, nearly all of our resources, time, and energy is spent on meeting the regulatory demands of permits, permit-related requests, and permit closeouts. That leaves little residual time or resources for habitat and land management. Over the past couple of years our conservation administrator Chuck Tirone has leveraged his time with volunteer groups to do work on Reading conservation land. In 2024 we have partnered with Keller Williams and Next Step Ministries, but funding for the materials to enable the volunteers to do the actual work is needed. These needs are listed below. The volunteer groups will bring their own tools and provide their sweat equity, but the Conservation Commission must pay for the supplies.

To that end, we respectfully request the following budget for the next fiscal year beginning July 1, 2024. A total of \$11,200 in the following increments:

Cost \$4,300 Goal and Benefit

The Bare Meadow Baseline habitat study was completed by Mass Audubon in the spring of 2024. The purpose of the study was to get professional opinions and recommendations to allow the Conservation Commission to enhance the habitat values for flora and fauna within the Bare Meadow complex. The benefit of these efforts will be to provide a more pleasurable recreational experience for the residents of Reading. The Conservation Commission would like to implement select key strategies to improve the habitat quality for the only Woodcock nesting habitat in Reading by removing 15 trees that have grown into the historic boundaries of the meadow and to plant this area with a Meadow seed mix. The secondary benefit opportunities of this work for our community are education for both the general public and school populations.

\$2,700 Invasive plant removal

These funds would be used for the treatment and/or removal of invasive plant species at several small public areas on conservation land. Stopping a problem early before it has an opportunity to spread and become a more dominant, more expensive, and widespread vegetation management problem. Damage caused by invasive plants includes a lack of biodiversity (monoculture), less habitat area for secondary wildlife that needs native plants. These benefited species include bugs, birds, bees, etc.). A thriving native plant community can keep Reading open space more resilient to disease and weather extremes, reducing to cost of management practices in the future.

\$4,200 Maintenance and Improvement of Conservation Area

Our existing land needs to be maintained. At this time, most of the resources for these efforts come from scout fundraisers or volunteers donating their considerable time and resources. The Town DPW has requested that we pay overtime for some of the work we need. For example, Mattera Cabin grounds are not mowed or maintained. With the pavilion community garden and Reading resident use of the cabin for birthday parties and functions it's important to keep these places maintained and safe. As so often the case, good maintenance now limits repair and replacement costs in the future. Land thrives with good stewardship, and the benefits of healthy open space areas provide the Town with increased property values and community features desired by home buyers.

I am also requesting that the funds be held by Conservation, and any residual funds be rolled over into the next budget year so that we can plan for some longer-term projects as needed.

Sincerely,

Chuck Tirone
Conservation Administrator

June 18, 2024		Tuesday	
	Overview of Meeting		
	Public Comment		
	Select Board Liaison and Town Manager Reports		
	Path Dedication to Jamie Maughn		
HEARING	Early Opening Request - Bagel World		
HEARING?	Traffic Amendment - Stop sign (PLACE HOLDER)	Jones	
	Vote to declare Surplus Items: Fire Department Ladder Truck	Burns	
	Discuss Building Permit Fee Schedule	MacNichol	
	ReCalc Update		
	Discuss & Vote on Bill Russell Committee (BRACE)		
	Charter Review Committee Update		
	Vote on VASC recommendations for Annual board/committee Appointments	Board	
Executive Session	Litigation (PLACEHOLDER)	Counsel	
July 16, 2024		Tuesday	
	Review Code of Ethics and SB Policies		
	Discuss Trash Contract Proposal from Republic and Trash barrel update		
	Discuss Moving Town Election to May		
July 22, 2024		Monday	
	Killam School Building Committee Joint Meeting		
August 20, 2024		Tuesday	
September 10, 2024	STATE PRIMARY		
September 17, 2024		Tuesday	
October 8, 2024		Tuesday	
October 29, 2024		Tuesday	
Hearing	Tax Classification		
November 5, 2024	STATE ELECTION		
November 12, 2024	SUBSEQUENT TOWN MEETING		
November 14, 2024	SUBSEQUENT TOWN MEETING		
November 18, 2024	SUBSEQUENT TOWN MEETING		
November 19, 2024		Tuesday	
November 21, 2024	SUBSEQUENT TOWN MEETING		
December 3, 2024		Tuesday	

	Vote to approve Annual Liquor Licenses		
December 4, 2024		Wednesday	
	Department Budget Presentations		
December 10, 2024		Tuesday	
	Department Budget Presentations		
	Recurring Agenda Items		
	Close Warrant: Annual Town Meeting	March	
	Close Warrant: Subsequent Town Meeting	September	
	Appoint Town Accountant	March	Annual
HEARING	Approve Classification & Compensation	May	Annual
	Appointments of Boards & Committees	May/June	Annual
HEARING	Approve Tax Classification	October	Annual
	Approve Licenses	December	Annual
	Arbor Day Proclamation	April	Annual
	Liaison: RCTV members Report		Annual
	Liaison: CAB (RMLD) member Report		Annual
	Liaison: MAPC member Report		Annual
	Liaison: Reading Housing Authority Report		Annual
	Liaison: Reading Ice Arena Report		Annual
	Town Accountant Report		Qtrly
	Economic Development Director		Semi-ann
	Parking/Traffic/Transportation Task Force (PTTTF)		
	Town Board & Committee visits		
	Town Department visits		
	Review Select Board Goals		
	Review Town Manager Goals		February/March

Select Board Draft Minutes

May 21, 2024 @ 6pm

CB + KH via Zoom

Carlo Bacci called the meeting to order at 6pm. He welcomed Melissa Murphy to the board.

Public Comment

Nancy Docktor feels the board should discuss and adopt a code of ethics now that there is a full board.

Carloyn Johnson feels Haleys prior comments towards Dockser are unacceptable and he needs to apologize to Dockser.

Linda Snow Dockser noted she is looking forward to the CATO meeting with the Board on June 18th.

Liaison Reports

Haley noted the School Committee met and they noted the METCO program got level funded. They got an excellence award for the food service program. He thanked Melissa for running and the election staff for all their work. Lastly, he noted he stands by everything he has said while on the Select Board.

Herrick noted the Killam School Building Committee is meeting frequently. The sustainability working group kicked off today and they got a presentation from HVAC specialist on all the options for heating and cooling. There was another community meeting at the Senior Center yesterday. The Killam School project now has a website to keep up to date with all the progress. She congratulated all PD and FD who was promoted and pinned at the recent badge pinning ceremony.

Dockser noted he attended the badge pinning ceremony. ReCalc has been meeting about next steps. They plan to present to the Select Board at the June 18th meeting. He has spoken with the PBC about taking the project. ReCalc is set to sunset at the end of June so the board should consider extending them or not. He would like the board to put a code of ethics on a future agenda.

Melissa Murphy thanked all her supporters and campaign team. She thanked Tara for also running and looks forward to working with her.

Bacci noted he is looking forward to our Memorial Day celebration. He plugged the upcoming renewal season for boards and committees and noted there are many openings if anyone is interested.

Town Manager Report

Kraunelis thanked and congratulated all who participated in the badge pinning ceremony. He also attended the Reading Garden Club's annual plant sale and the Police Department's open

house. Both events were well attended. The Boston 25 News Zip Trip visit to Reading will be on June 21st at Camp Curtis.

Eagle Scout Awards

The board recognized three young men from Town who recently achieved their Eagle Scouts award.

Nicholas Belous received his award for his service project of designing and building 'Little Libraries' all around the city of Lynn.

Jeffrey Lonks received his award for his service project of designing and building a bridge in the town forest.

Charles Mace received his award for his service project of designing and building a bridge at Bear Meadow Conservation area.

Scout Master Ian Nelson attended the meeting with the Eagle Scouts and accepted Charles Mace's Certificate of Recognition on his behalf as he could not make the meeting.

Congratulations to all three on achieving the highest award in the Scouts!

Community Preservation Act (CPA) Study Committee Interviews and Appointment

The Select Board created the CPA Study Committee recently that includes one resident member. They interviewed three applicants: Elinor Actipis, Sanford Matathia, and Robert Weiden. The board went through and discussed who they were leaning towards.

Haley moved to appoint Sanford Matathia to the CPA Study Committee. The motion was seconded by Dockser and approved with a 3-2 vote with Bacci and Murphy opposing.

EMS Week Proclamation

Chief Burns was present along with many of the Emergency Medical Staff he has to accept the EMS Week Proclamation from the board.

Haley read the proclamation.

Pride Month Resolution

Haley read the Pride Month Resolution that will be given out at the Pride Parade on June 1st.

Killam Building School Update

Jenni Katajamaki, Senior Project Manager from Lavallee Brensinger Architects gave the board a presentation on the Killam School project. The presentation can be found in the Select Board packet on the Town website.

Classification and Compensation Hearing

Haley read the hearing notice opening the public hearing to discuss and vote on the FY25 Non-union Classification and Compensation Plans.

Haley moved to close the hearing regarding the Non-Union Classification and Compensation Schedules. The motion was seconded by Herrick, and was approved with a 5-0 vote.

Haley moved to approve the FY 25 Non-union Classification and Compensation Schedules as presented. The motion was seconded by Dockser and approved with a 5-0 vote.

Appoint Retirement Board Member

The board has three applicants for the Retirement Board. Lt. Richard Abate from the Police Department, Retired Firefighter Michael Holmes and Library Director Amy Lannon.

The board went through and took a pulse of the board on who they were thinking.

Haley moved to appoint Richard Abate to the Retirement Board with a term beginning immediately and expiring March 31, 2027. The motion was seconded by Herrick and approved with a 4-1 vote with Herrick opposing.

Liaison Assignments

The board discussed and divided up the liaison assignments. The new list can be found on the town website on the Select Board page.

The board also discussed VASC, the volunteer appointment subcommittee. This subcommittee is comprised of two select board members who do the interviews for the annual board and committee renewals each year. The VASC then brings their recommendations to the full board for appointment.

Haley moved to appoint Herrick and Murphy to the VASC. The motion was seconded by Dockser and approved with a 5-0 vote.

Friends and Family Day

The board discussed what they want their contribution to be to Friends and Family Day. The members could not commit to staffing a booth so they opted to send a donation to sponsor the event.

Future Agendas

The board discussed future agenda items.

Minutes

The board edited previous meeting minutes.

Haley moved to approve the meeting minutes from May 7, 2024 as amended. The motion was seconded by Herrick and approved with a 5-0 vote.