



## Town of Reading Meeting Posting with Agenda

2018-07-16 LAG

### Board - Committee - Commission - Council:

#### Select Board

Date: 2025-06-10

Time: 7:00 PM

Building: Reading Town Hall

Location: Select Board Meeting Room

Address: 16 Lowell Street

Agenda:

Purpose: General Business

Meeting Called By: Jacquelyn LaVerde on behalf of Chair Chris Haley

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:

	<b>Zoom Option:</b>	PAGE #
	Join Zoom Meeting <a href="https://us06web.zoom.us/j/89655243557">https://us06web.zoom.us/j/89655243557</a>  Meeting ID: 896 5524 3557  Dial by your location • +1 646 558 8656 US (New York) • +1 646 518 9805 US (New York)  Find your local number: <a href="https://us06web.zoom.us/u/keeMKuxyhW">https://us06web.zoom.us/u/keeMKuxyhW</a>	
<b>7:00</b>	Pledge of Allegiance	
	Overview of Meeting	
<b>7:05</b>	Public Comment (for any items not included on the agenda)	
<b>7:15</b>	Town Manager Report	
<b>7:20</b>	Community Spotlight	
<b>7:25</b>	Discuss and Vote on Juneteenth Resolution	
<b>7:30</b>	Discuss Arcadia Avenue Parking Issues	
<b>7:40</b>	Economic Development Update	

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

<b>7:50</b>	Public Hearing: Discuss and Vote on FY26 Water, Sewer, and Storm Water Rates	
<b>8:05</b>	Discuss and Vote to Approve Inter-Municipal Agreement for Regional Assessor through June 30, 2028	
<b>8:15</b>	Discuss and Vote on Select Board Policy Article 1, Section 1.4 Communication	
<b>8:30</b>	Discussion on Select Board Office Hours	
<b>8:35</b>	Recess	
<b>8:40</b>	Discussion and Vote to Extend or Execute a New Grant Agreement with Reading Community Television (RCTV) and/or Instruct Town Manager to Explore Options Outlined in Town Counsel's Memo (see motion)	
<b>9:10</b>	Select Board Liaison Reports	
<b>9:20</b>	Future Agendas	
<b>9:25</b>	Discuss and Vote to Approve Prior Meeting Minutes <ul style="list-style-type: none"><li>• May 27, 2025</li><li>• June 3, 2025</li></ul>	
<b>9:30</b>	Executive Session Purpose 2 & Purpose 3: Public Employee Committee Health Insurance Agreement (All Unions)	

Select Board DRAFT Motions – June 10, 2025

Public Hearing: Discuss and Vote on FY26 Water, Sewer, and Storm Water Rates:

- Read the hearing notice to open the hearing
- Move to close the hearing regarding the FY26 Water, Sewer, and Storm Water Rates
- Move to set the FY2026 water rate at the following rates:
  - \$\_\_\_ per 100 cubic feet with usage between 0 and 1,000 cubic feet
  - \$\_\_\_per 100 cubic feet with usage between 1,001 to 2,501 cubic feet
  - \$\_\_\_per 100 cubic feet with usage between 2,501 to 4,000 cubic feet
  - \$\_\_\_per 100 cubic feet with usage between 4,001 and above cubic feet
  - minimum quarterly bill of \$\_\_\_effective with the December, 2025 billing.
- Move to set the FY2026 sewer rate at the following rates:
  - \$\_\_\_per 100 cubic feet with usage between 0 and 1,000 cubic feet
  - \$\_\_\_per 100 cubic feet with usage between 1,001 to 2,501 cubic feet
  - \$\_\_\_per 100 cubic feet with usage between 2,501 to 4,000 cubic feet
  - \$\_\_\_per 100 cubic feet with usage between 4,001 and above cubic feet
  - minimum quarterly bill of \$\_\_\_effective with the December, 2025 billing.
- Move to set the FY2026 Storm Water Rate at \$\_\_\_ per unit (3210 square feet) per year to be billed quarterly effective with the December, 2025 billing.

Discuss and Vote to Approve InterMunicipal Agreement for Regional Assessor through June 30, 2028:

Move to approve the Inter-Municipal Agreement among the towns Reading, Wakefield, and Lynnfield for the Director of the Assessing Department through June 30, 2028 as presented.

Discuss and Vote on Select Board Policy Article 1, Section 1.4 Communication:

Move to approve the to Select Board Policy Article 1, Section 1.4 Communication as amended.

Discussion and Potential Vote on Grant Agreement with Reading Community Television (RCTV):

Move, pursuant to Section 6 of the Grant Agreement with Reading Community Television (RCTV) dated June 20, 2019, to extend the Grant Agreement for three months until September

30, 2025, on the same terms and conditions, and instruct the Town Manager to (1) notify RCTV in writing of this vote to extend the Grant Agreement, and (2) explore options for Public, Educational, and Governmental (PEG) Programming Access Services including:

1. Executing a new Grant Agreement with RCTV;
2. Executing a new Grant Agreement with a different non-profit PEG Access Provider;
3. Executing an Intermunicipal Agreement (IMA) with another municipality for the provision of PEG Access Services; or
4. Providing PEG Programming through a Town Department

Executive Session: Public Employee Committee Health Insurance Agreement:

Move that the board go into Executive Session, including staff members Town Manager Matt Kraunelis, Human Resources Director Sean Donahue, Assistant Town Manager Jayne Wellman, and Executive Assistant Jackie LaVerde, under Purpose 2 and Purpose 3, to discuss strategy with respect to collective bargaining and approve the Public Employees Committee/Health Insurance (all unions); and further the Chair declares that an open meeting could have a detrimental effect on the bargaining position of the body; and the board will NOT reconvene in open session.

**June 2025**

**Juneteenth in United States**

**Whereas**, News of the end of slavery did not reach the frontier areas of the United States, in particular the State of Texas and the other Southwestern States, until months after the conclusion of the Civil War, more than 2 ½ years after President Abraham Lincoln issued the Emancipation Proclamation on January 1, 1863; and

**Whereas**, On June 19, 1865, Union soldiers, led by Major General Gordon Granger, arrived in Galveston Texas, with news that the Civil War had ended and the enslaved were free; and

**Whereas**, Juneteenth became a holiday within southwestern states commonly known as “Juneteenth Independence Day.” The word “Juneteenth” resulted from words June-nineteen merged together in speech; and

**Whereas**, This day is an opportunity for people to celebrate freedom and equal rights in the United States, these celebrations range from religious events, rodeos, barbecues/cookouts, neighborhood block parties, etc.; and

**Whereas**, On Juneteenth, certain foods became popular and subsequently synonymous at celebrations such as strawberry soda-pop. At barbecues, special dishes were prepared such as collard greens, cornbread, and meats including lamb, pork and beef; meats were not so easily accessible; and

**Whereas**, The Juneteenth flag was created by Ben Haith, founder of National Juneteenth Celebration Foundation, in 1997 and later revised in 2000 to what we know now. The star represents Texas and the star burst represents all 50 states, the arc represents a new horizon, and finally the colors represent the American flag, a reminder that slaves were and are American; and

**Whereas**, Juneteenth is celebrated all over the world including but not limited to Ghana, Honduras, Japan, Taiwan, Trinidad and Tobago; and

**Whereas**, On July 24, 2020 the Governor of Massachusetts signed a bill recognizing Juneteenth as a state holiday;

**Now Therefore Be It Resolved**, that the Town of Reading and the Reading Select Board recognize June 19, 2025 as “Juneteenth” and continue to support the nationwide celebration of Juneteenth Independence Day throughout the United States of America.

**SELECT BOARD OF READING**

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Christopher Haley, Chair

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Melissa Murphy, Vice Chair

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Karen Rose-Gillis, Secretary

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Carlo Bacci, Member

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Karen Gately Herrick, Member

The background of the slide is a photograph of a parking lot. It shows several rows of parking spaces marked with white lines. Yellow bollards are placed at the ends of the rows. The perspective is from a low angle, looking down the length of the parking lot, with the lines and bollards receding into the distance.

# Austin Prep Parking Overflow Problem

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PRESENTED BY: DEPUTY CHIEF CHRISTINE AMENDOLA





Arcadia Ave  
Spring 2024

During Barrows  
Pick-up  
Afterschool





Arcadia Ave  
March 2025

Parking Restricted  
on one side



## Reasons why this has occurred:

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- Enrollment is higher, AP changed athletic division (more sought out school now)
- Kids can stay back and complete a 5<sup>th</sup> year in HS (sports reasons) usually as a freshman, meaning more sophomores can drive
- More kids are getting their own cars now in general



# Safety and Parking Concerns in the neighborhood:

- Parking Complaints for the past 18 months during the school year:
- 29 Complaints called into police dispatch. Additionally, many others through email to Police Officers, School Committee, Select Board Members, Town Manager, Principal of Barrows
- Most Common Parking Violations:
  - MV parked in crosswalk (8+ instances)
  - Blocking driveways (5+ instances)
  - Wrong-way parking (multiple)
  - Obstructing traffic/intersections (several)
- Moving Violations/ Safety Concerns:
  - Congestion due to cars parked/ especially during pick-up and drop-off Worry of Emergency Vehicle Access
  - Several extremely dangerous reports of drag racing, excessive speeds
  - Students making a sudden/ unsafe U-Turn after picking up or dropping off friends
- We have been issuing parking tickets as well as calling for a Tow Truck if violating certain rules.

## What the Police Department/ Town has done to mitigate safety issues:

- Met with Dr. Joseph Hickey ( Headmaster of Austin Prep) several times over the past 12 months
  - Ideas to have a parking shuttle, from open parking areas in town, was not utilized by AP. Parents did not want their kid's vehicles parked too far from them. Dr. Hickey did not anticipate parents' co-operation.
  - Several conversations to add parking spaces to existing design were not utilized by AP.
- Traffic Amendment changes:
  - No Parking on one side of Arcadia Ave.
  - No Parking within 20 feet of the intersection (Arcadi @ West)
- New Hi-Vis Cross Walk Signage on Arcadia
- 41 Selective Traffic Enforcements by Police Officers
- Routine Checks from Parking Enforcement Officer
- Deputy Chief wrote a letter to all students explaining the traffic rules and safety issues. Handed to each student driver, spoke to each student and sent to all parents through the school.

# Community Meeting

## Arcadia Ave and Neighbors on April 29, 2025



DEPUTY CHIEF AMENDOLA AND LT. CHRISTOPHER JONES HOSTED A COMMUNITY MEETING WITH CHIEF CLARK, TOWN MANAGER MATT KRAUNELIS, ASSISTANT TOWN MANAGER JAYNE WELLMAN.



GOAL WAS TO HEAR FROM THE RESIDENTS, WHAT THEY WOULD LIKE TO SEE HAPPEN IN THEIR NEIGHBORHOOD.



MOST STATED THEY UNDERSTOOD IT WAS A PUBLIC WAY AND THAT IT WAS MUCH BETTER AFTER THE PARKING RESTRICTION ON ONE SIDE. HOWEVER, DUE TO THE WAY THE KIDS ARE DRIVING IT HAS BECOME VERY UNSAFE FOR THEM AND THE CHILDREN GOING TO BARROWS.



NEIGHBORHOOD WANTS RESTRICTED PARKING AT CERTAIN TIME/ DAYS TO PREVENT AP STUDENTS FROM PARKING



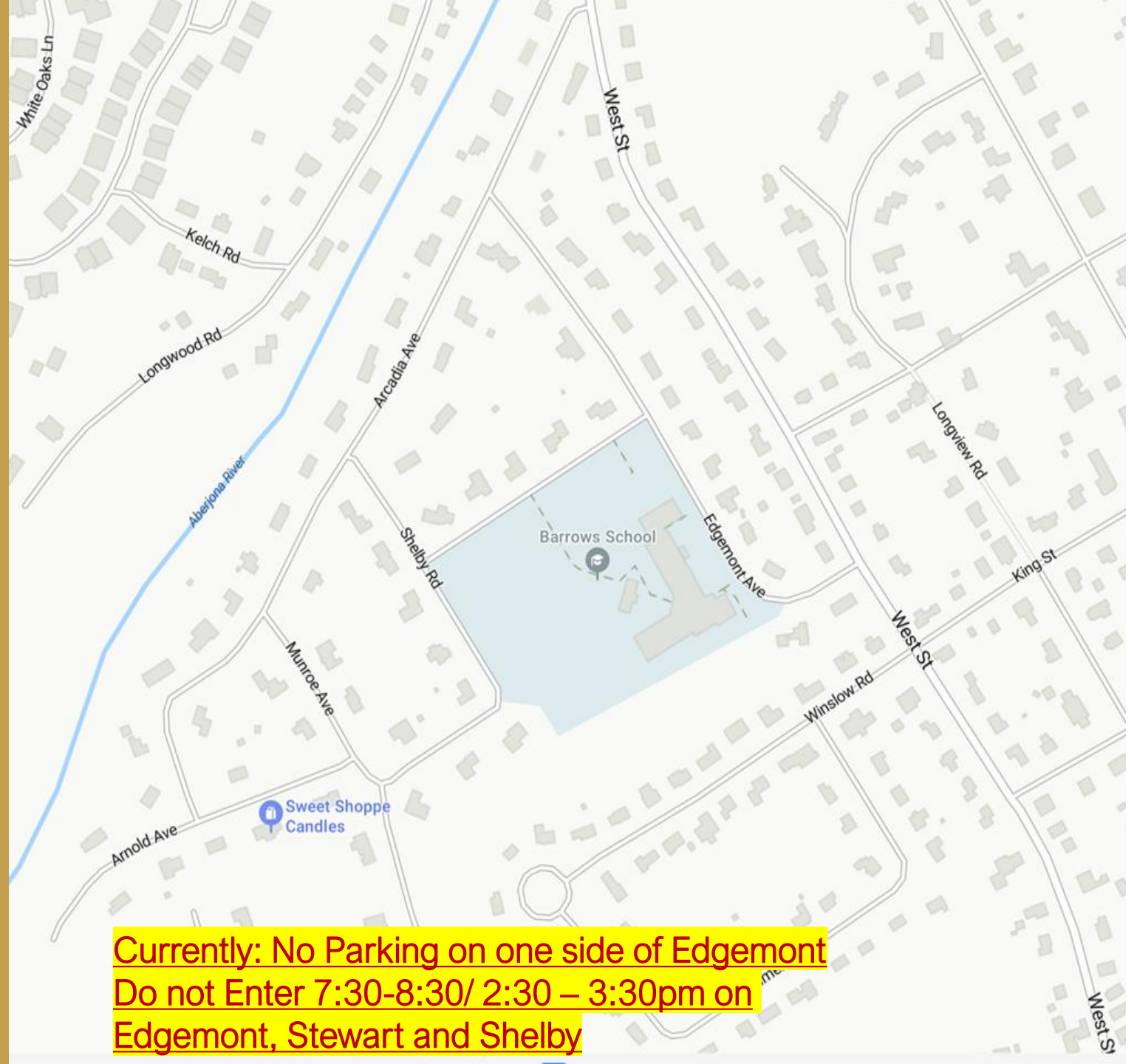
SEVERAL DIFFERENT OPINIONS AS FAR AS WHAT RESTRICTIONS COULD BE BUT ALL THAT ATTENDED WANT SOMETHING DONE TO ENSURE THE STUDENTS CAN NOT PARK THERE NEXT SCHOOL YEAR.



# Barrows School Traffic Flow

Drop-Off Flows down Arcadia to Edgemont, can exit by right on Stewart right on Shelby back to Arcadia or continue through Edgemont

Pick-up enters from Arcadia, most turn down Stewart, right on Shelby and back exit through Arcadia



**Currently: No Parking on one side of Edgemont  
Do not Enter 7:30-8:30/ 2:30 – 3:30pm on  
Edgemont, Stewart and Shelby**

# Parking Restriction Concerns

- With safety of the Barrow's School Pedestrians and Traffic all streets inside the Barrows Neighborhood will need some type of parking restriction. This includes Arcadia Ave, Shelby Road, Stewart Road, Arnold Ave, and Munroe Ave. This is because there is no other way to exit to West Street.
- We completely understand this will push the AP students to the surrounding streets.
  - Our plan for those streets would be to restrict parking to one side. They do not have the same safety issues as the Barrows School. However, it is still a large inconvenience to neighborhood.
- Barrows staff: There are approx. 50 staff members who need parking in the area.
- Signage, in order to enforce properly would need a good amount of signage.
- Resident Guest Parking

# Parking Restriction Options

## Barrows Neighborhood Permit Parking Only

- Only residents and staff of Barrows would be issued this Parking Pass. Free of charge
- Can make it match up with other signage in area: August 25- June 30<sup>th</sup>
- Would issue placards so residents can give to a guest to park as needed on street
- Pro's:
- This would be the best way to really ensure students understand there is no parking here.
- Less Signage. Would install larger signs at the Entrance to each Street affected
- Least amount of Parking Enforcement/ Police needed throughout year
- Con's:
- Have never done this besides downtown and have not ever recommended it before, however this is a unique situation that may only be temporary for one or two more years.

# Parking Restriction Options

Time Restriction Most of the day:

Can look at other options but if only morning kids will still park there.

- 6:30 am – 3:00pm (Mon-Fri/ School Year) No PARKING
- Pro's
- Enforcement is easier as there is absolutely no parking.
- Con's
- Residents can not park, no guest parking, contractors, etc.
- Barrows Staff will not be able to park there
- Takes a lot of signage



# Austin Prep Expanding Parking

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Austin Prep is in the design phase of expanding parking lot with 94 proposed new spaces.

If approved soon, it could be done as early as Spring 2026. If not could be 2027

Total driving students: 316 (approx. for 2025-2026)

Total employees: 158

Total existing parking spaces: 343

Total new parking spaces: 94

Total Parking Spaces: 437

\* This still does not meet the needs, but it will be a huge improvement. Without a greater amount of money this is all they can do at this time.



# Questions?

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Thank you



## Town of Reading Meeting Posting with Agenda

2018-07-16 LAG

### Board - Committee - Commission - Council:

#### Select Board

Date: 2025-06-10

Time: 7:00 PM

Building: Reading Town Hall

Location: Select Board Meeting Room

Address: 16 Lowell Street

Agenda:

Purpose: Public Hearing

Meeting Called By: Jacquelyn LaVerde on behalf of Chair Chris Haley

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### Topics of Discussion:

To the Inhabitants of the Town of Reading:

Please take notice that the Select Board of the Town of Reading will hold a public hearing on June 10, 2025 at 7:00 PM in the Town Hall Select Board Meeting Room, 16 Lowell Street, Reading, Massachusetts, and remotely via Zoom, to approve Water, Sewer, and Storm Water rates for FY26.

A copy of the proposed documents regarding these topics will be in the Select Board packet on the website at [www.readingma.gov](http://www.readingma.gov).

All interested parties are invited to attend the hearing, or may submit their comments in writing to [townmanager@readingma.gov](mailto:townmanager@readingma.gov).

By order of  
Matthew A. Kraunelis, Esq.  
Town Manager

# Town of Reading FY 2026 Water and Sewer Rate Study

The Abrahams Group LLC  
June 2025



# Recent History - Water

- The Town implemented a four-tier structure when setting rates for FY 2024.
- Rates were increased by 3.75% across all tiers for FY 2025.
- Consistently healthy retained earnings balance
  - Most recent certification was \$5.5 million (62.5% of fund expenses)
  - Certification the prior year was \$4.8 million (58.5% of fund expenses)
  - Town policy is to target 30.0%
- The Town consistently balances the budget using retained earnings to ensure rate stabilization. Regeneration consistently allows retained earnings balance to stay at a healthy level.
- The Town typically funds some capital improvements as part of the operating budget to avoid additional costs incurred from borrowings.

# Recent History – Water (Cont.)

- Total fund expenses have increased an average of 7.0% the past 5 years.
  - MWRA assessment has increased an average of 5.4% the past 5 years.
- Fund revenues have generally kept up with expenses.
- There were two deficit years the past 5 years.
  - \$110,000 in FY 2020
  - \$1.6 million in FY 2022
- Retained earnings used to balance the budget to help ensure rate stabilization:
  - FY 2023 - \$864,000
  - FY 2024 - \$1,000,000
  - FY 2025 - \$1,160,000
  - FY 2026 - \$1,700,000

# Projections - Water

- Debt service to remain consistent, as some new debt to be incurred when the MWRA buy-in debt service ends after FY 2028.
- Using inflationary factors for some expenses, total fund expenses projected to increase by 5.9% in FY 2026 and 4.6% in FY 2027, before leveling off to an average annual increase of 0.6% for several years that follow.
  - The MWRA assessment is projected to increase 3.9% on average annually, per the MWRA's budget data.
- All projections include a presumed regeneration amount of \$400,000 for revenues and \$200,000 for expenses, based on historical data.
- With no rate action, retained earnings can cover the large projected deficits through FY 2029, but not beyond that.
  - Rate action is necessary for revenues to keep up with expenses and for the fund's long-term sustainability.

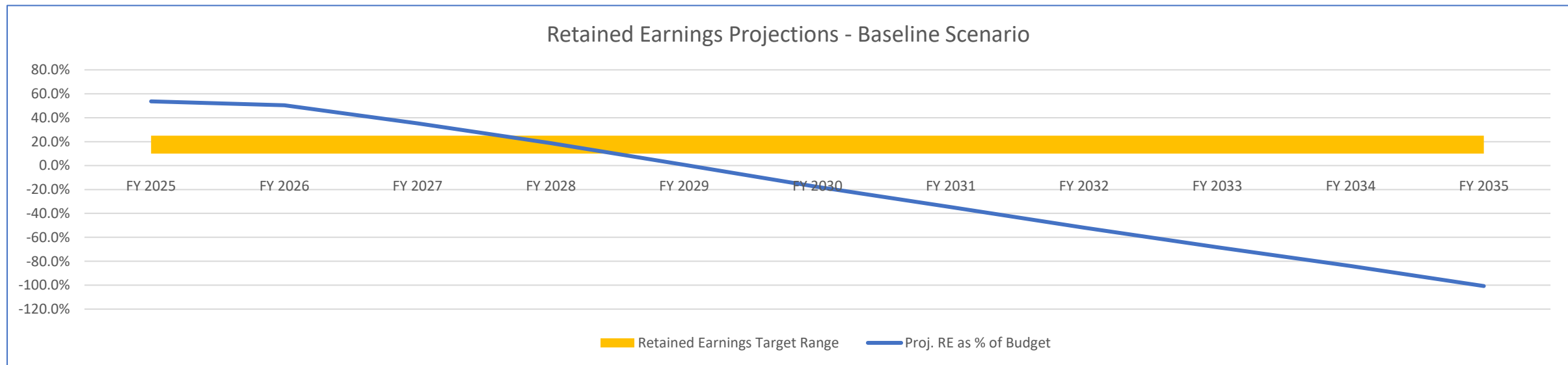
# Projections – Water Usage Estimates

- FY 2025 projections are based on actual billings for the first three quarters of FY 2025 and the fourth quarter billings from FY 2024.
  - Total usage of 704,233 hundred cubic feet
- Projections for FY 2026 and on are based on actual billings from FY 2022.
  - FY 2022 billings were used for the tiers analysis used for the FY 2024 implementation of tiers.
  - FY 2022 represents a more conservative year.
  - Total usage of 673,768 hundred cubic feet

# Baseline Scenario - Water

Baseline	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	FY 2034	FY 2035
	PROJECTED	PROJECTED	PROJECTED	PROJECTED	PROJECTED	PROJECTED	PROJECTED	PROJECTED	PROJECTED	PROJECTED	PROJECTED
Projected Surplus/(Deficit)	\$ 1,441,223	\$ 1,056,941	\$ (1,074,478)	\$ (1,257,175)	\$ (1,559,496)	\$ (1,776,625)	\$ (1,905,275)	\$ (1,803,296)	\$ (1,748,398)	\$ (1,679,005)	\$ (1,544,254)
Proj. Retained Earnings Bal.	\$ 4,676,780	\$ 4,659,243	\$ 3,402,068	\$ 1,842,572	\$ 65,947	\$ (1,839,328)	\$ (3,642,624)	\$ (5,391,022)	\$ (7,070,027)	\$ (8,614,281)	\$ (10,208,503)
Proj. RE as % of Budget	53.7%	50.4%	35.2%	18.7%	0.6%	-17.7%	-34.7%	-51.9%	-68.4%	-83.9%	-100.7%

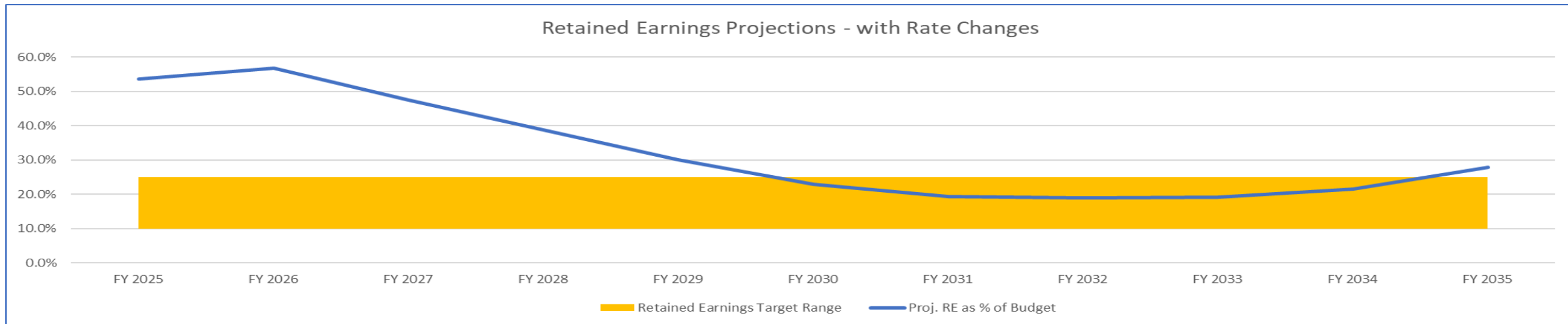
- Assumes no rate changes
- Proj. RE %: Green = above target, Yellow = within target, Red = below target
- Since already appropriated, retained earnings shown as a funding source for FY25 & FY26
- Retained earnings not included as funding source for FY27 on, but used to cover deficits



# Water Rate Option 1 – 2.5% in FY 2026

		FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	FY 2034	FY 2035
Rate Changes:		2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%
Rate Impact	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	FY 2034	FY 2035
	PROJECTED	PROJECTED	PROJECTED	PROJECTED	PROJECTED	PROJECTED	PROJECTED	PROJECTED	PROJECTED	PROJECTED	PROJECTED
Projected Surplus/(Deficit)	\$ 1,441,223	\$ 1,249,829	\$ (683,880)	\$ (663,924)	\$ (758,525)	\$ (762,742)	\$ (673,157)	\$ (347,486)	\$ (63,305)	\$ 241,104	\$ 616,746
Proj. Retained Earnings Bal.	\$ 4,676,780	\$ 5,242,729	\$ 4,578,805	\$ 3,820,280	\$ 3,057,538	\$ 2,384,381	\$ 2,036,895	\$ 1,973,590	\$ 1,973,590	\$ 2,214,694	\$ 2,831,440
Proj. RE as % of Budget	53.7%	56.8%	47.4%	38.8%	30.1%	23.0%	19.4%	19.0%	19.1%	21.6%	27.9%

- Includes additional revenue from rate changes shown
- Proj. RE %: Green = above target, Yellow = within target, Red = below target
- Since already appropriated, retained earnings shown as a funding source for FY25 & FY26
- Retained earnings not included as funding source for FY27 on, but used to cover deficits





# Water Rate Option 1 – 2.5% in FY 2026 (Cont.)

## User Impact

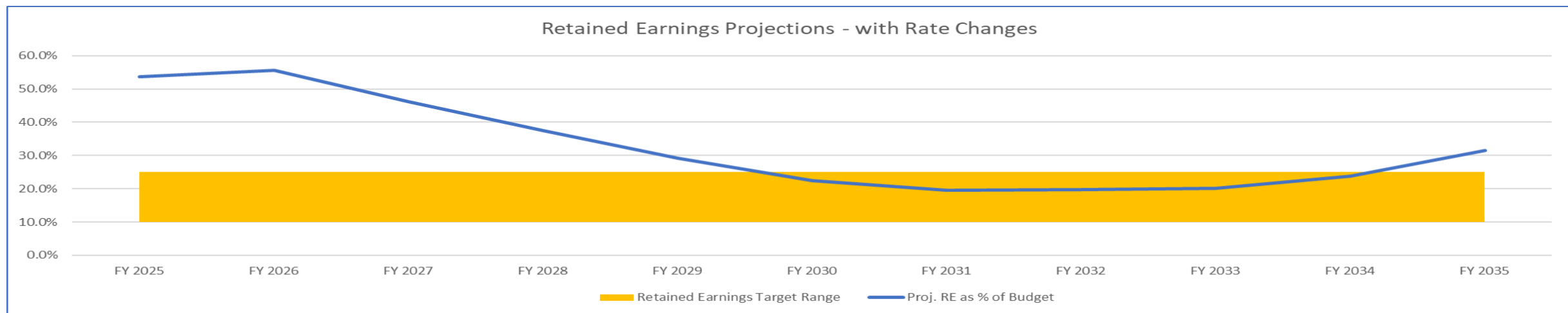
User Impact (per Bill) - Water Bills Only			New Bills									
User Type	Usage	Current Bill	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	FY 2034	FY 2035
Low-End User	500	\$ 55.75	\$ 57.14	\$ 58.57	\$ 60.04	\$ 61.54	\$ 63.08	\$ 64.65	\$ 66.27	\$ 67.93	\$ 69.62	\$ 71.36
Avg. Residential User (45 gpd)	1,500	\$ 172.20	\$ 176.51	\$ 180.92	\$ 185.44	\$ 190.08	\$ 194.83	\$ 199.70	\$ 204.69	\$ 209.81	\$ 215.05	\$ 220.43
Avg. Residential User (65 gpd)	2,200	\$ 257.18	\$ 263.61	\$ 270.20	\$ 276.95	\$ 283.88	\$ 290.98	\$ 298.25	\$ 305.71	\$ 313.35	\$ 321.18	\$ 329.21
Large Residential User	4,500	\$ 545.20	\$ 558.83	\$ 572.80	\$ 587.12	\$ 601.80	\$ 616.84	\$ 632.26	\$ 648.07	\$ 664.27	\$ 680.88	\$ 697.90
Large Commercial User	10,000	\$ 1,258.55	\$ 1,290.01	\$ 1,322.26	\$ 1,355.32	\$ 1,389.20	\$ 1,423.93	\$ 1,459.53	\$ 1,496.02	\$ 1,533.42	\$ 1,571.76	\$ 1,611.05
Very Large Commercial User	100,000	\$ 12,931.55	\$ 13,254.84	\$ 13,586.21	\$ 13,925.86	\$ 14,274.01	\$ 14,630.86	\$ 14,996.63	\$ 15,371.55	\$ 15,755.84	\$ 16,149.73	\$ 16,553.48

- Average Residential User: \$4.31 - \$6.43 increase per bill in FY 2026 (\$17.22 - \$25.72 annually)
- Large Residential User: \$13.63 increase per bill in FY 2026 (\$54.52 annually)

# Water Rate Option 2 – 1.75% in FY 2026

		FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	FY 2034	FY 2035
Rate Changes:		1.75%	2.75%	2.75%	2.75%	2.75%	2.75%	2.75%	2.75%	2.75%	2.75%
Rate Impact	FY 2025 PROJECTED	FY 2026 PROJECTED	FY 2027 PROJECTED	FY 2028 PROJECTED	FY 2029 PROJECTED	FY 2030 PROJECTED	FY 2031 PROJECTED	FY 2032 PROJECTED	FY 2033 PROJECTED	FY 2034 PROJECTED	FY 2035 PROJECTED
Projected Surplus/(Deficit)	\$ 1,441,223	\$ 1,191,962	\$ (723,567)	\$ (684,437)	\$ (758,830)	\$ (741,764)	\$ (629,778)	\$ (280,546)	\$ 28,405	\$ 358,837	\$ 761,806
Proj. Retained Earnings Bal.	\$ 4,676,780	\$ 5,145,175	\$ 4,460,738	\$ 3,701,908	\$ 2,960,144	\$ 2,330,366	\$ 2,049,820	\$ 2,049,820	\$ 2,078,225	\$ 2,437,062	\$ 3,198,868
Proj. RE as % of Budget	53.7%	55.7%	46.1%	37.6%	29.2%	22.5%	19.5%	19.7%	20.1%	23.7%	31.6%

- Includes additional revenue from rate changes shown
- Proj. RE %: Green = above target, Yellow = within target, Red = below target
- Since already appropriated, retained earnings shown as a funding source for FY25 & FY26
- Retained earnings not included as funding source for FY27 on, but used to cover deficits



# Water Rate Option 2 – 1.75% in FY 2026 (Cont.)

## User Impact

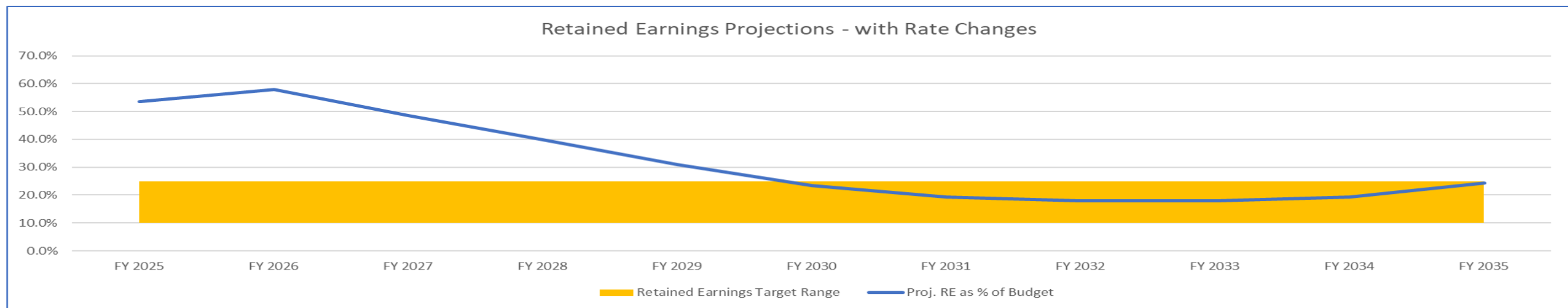
User Impact (per Bill) - Water Bills Only			New Bills									
User Type	Usage	Current Bill	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	FY 2034	FY 2035
Low-End User	500	\$ 55.75	\$ 56.73	\$ 58.29	\$ 59.89	\$ 61.54	\$ 63.23	\$ 64.97	\$ 66.75	\$ 68.59	\$ 70.47	\$ 72.41
Avg. Residential User (45 gpd)	1,500	\$ 172.20	\$ 175.21	\$ 180.03	\$ 184.98	\$ 190.07	\$ 195.30	\$ 200.67	\$ 206.19	\$ 211.86	\$ 217.68	\$ 223.67
Avg. Residential User (65 gpd)	2,200	\$ 257.18	\$ 261.68	\$ 268.88	\$ 276.27	\$ 283.87	\$ 291.67	\$ 299.70	\$ 307.94	\$ 316.41	\$ 325.11	\$ 334.05
Large Residential User	4,500	\$ 545.20	\$ 554.74	\$ 570.00	\$ 585.67	\$ 601.78	\$ 618.33	\$ 635.33	\$ 652.80	\$ 670.75	\$ 689.20	\$ 708.15
Large Commercial User	10,000	\$ 1,258.55	\$ 1,280.57	\$ 1,315.79	\$ 1,351.97	\$ 1,389.15	\$ 1,427.36	\$ 1,466.61	\$ 1,506.94	\$ 1,548.38	\$ 1,590.96	\$ 1,634.71
Very Large Commercial User	100,000	\$ 12,931.55	\$ 13,157.85	\$ 13,519.69	\$ 13,891.48	\$ 14,273.50	\$ 14,666.02	\$ 15,069.34	\$ 15,483.74	\$ 15,909.55	\$ 16,347.06	\$ 16,796.60

- Average Residential User: \$3.01 - \$4.50 increase per bill in FY 2026 (\$12.05 - \$18.00 annually)
- Large Residential User: \$9.54 increase per bill in FY 2026 (\$38.16 annually)

# Water Rate Option 3 – 3.25% in FY 2026

		FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	FY 2034	FY 2035
Rate Changes:		3.25%	2.25%	2.25%	2.25%	2.25%	2.25%	2.25%	2.25%	2.25%	2.25%
Rate Impact	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	FY 2034	FY 2035
	PROJECTED	PROJECTED	PROJECTED	PROJECTED	PROJECTED	PROJECTED	PROJECTED	PROJECTED	PROJECTED	PROJECTED	PROJECTED
Projected Surplus/(Deficit)	\$ 1,441,223	\$ 1,307,695	\$ (644,482)	\$ (643,905)	\$ (758,828)	\$ (784,343)	\$ (717,067)	\$ (414,754)	\$ (155,015)	\$ 123,829	\$ 472,744
Proj. Retained Earnings Bal.	\$ 4,676,780	\$ 5,339,993	\$ 4,696,088	\$ 3,937,260	\$ 3,152,917	\$ 2,435,850	\$ 2,021,096	\$ 1,866,081	\$ 1,866,081	\$ 1,989,910	\$ 2,462,654
Proj. RE as % of Budget	53.7%	57.8%	48.6%	40.0%	31.1%	23.5%	19.3%	18.0%	18.0%	19.4%	24.3%

- Includes additional revenue from rate changes shown
- Proj. RE %: Green = above target, Yellow = within target, Red = below target
- Since already appropriated, retained earnings shown as a funding source for FY25 & FY26
- Retained earnings not included as funding source for FY27 on, but used to cover deficits



# Water Rate Option 3 – 3.25% in FY 2026 (Cont.)

## User Impact

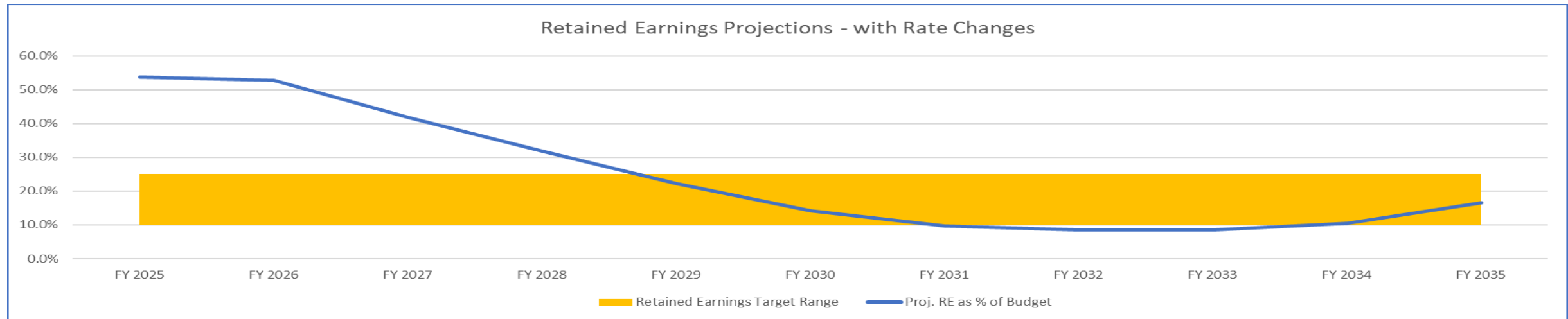
User Impact (per Bill) - Water Bills Only			New Bills									
User Type	Usage	Current Bill	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	FY 2034	FY 2035
Low-End User	500	\$ 55.75	\$ 57.56	\$ 58.86	\$ 60.18	\$ 61.54	\$ 62.92	\$ 64.34	\$ 65.78	\$ 67.26	\$ 68.78	\$ 70.32
Avg. Residential User (45 gpd)	1,500	\$ 172.20	\$ 177.80	\$ 181.80	\$ 185.89	\$ 190.07	\$ 194.35	\$ 198.72	\$ 203.19	\$ 207.76	\$ 212.44	\$ 217.22
Avg. Residential User (65 gpd)	2,200	\$ 257.18	\$ 265.54	\$ 271.51	\$ 277.62	\$ 283.87	\$ 290.26	\$ 296.79	\$ 303.46	\$ 310.29	\$ 317.27	\$ 324.41
Large Residential User	4,500	\$ 545.20	\$ 562.92	\$ 575.58	\$ 588.54	\$ 601.78	\$ 615.32	\$ 629.16	\$ 643.32	\$ 657.79	\$ 672.59	\$ 687.73
Large Commercial User	10,000	\$ 1,258.55	\$ 1,299.45	\$ 1,328.69	\$ 1,358.59	\$ 1,389.15	\$ 1,420.41	\$ 1,452.37	\$ 1,485.05	\$ 1,518.46	\$ 1,552.63	\$ 1,587.56
Very Large Commercial User	100,000	\$ 12,931.55	\$ 13,351.83	\$ 13,652.24	\$ 13,959.42	\$ 14,273.50	\$ 14,594.66	\$ 14,923.04	\$ 15,258.81	\$ 15,602.13	\$ 15,953.18	\$ 16,312.12

- Average Residential User: \$5.60 - \$8.36 increase per bill in FY 2026 (\$22.39 - \$33.43 annually)
- Large Residential User: \$17.72 increase per bill in FY 2026 (\$70.88 annually)

# Water Rate Option 4 – 0% in FY 2026

		FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	FY 2034	FY 2035
<b>Rate Changes:</b>		0.00%	2.75%	2.75%	2.75%	2.75%	2.75%	2.75%	2.75%	2.75%	2.75%
<b>Rate Impact</b>	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	FY 2034	FY 2035
	PROJECTED	PROJECTED	PROJECTED	PROJECTED	PROJECTED	PROJECTED	PROJECTED	PROJECTED	PROJECTED	PROJECTED	PROJECTED
Projected Surplus/(Deficit)	\$ 1,441,223	\$ 1,056,941	\$ (862,301)	\$ (826,987)	\$ (905,300)	\$ (892,262)	\$ (784,415)	\$ (439,435)	\$ (134,854)	\$ 191,088	\$ 589,445
Proj. Retained Earnings Bal.	\$ 4,676,780	\$ 4,871,420	\$ 4,044,433	\$ 3,139,133	\$ 2,246,871	\$ 1,462,456	\$ 1,023,021	\$ 888,167	\$ 888,167	\$ 1,079,255	\$ 1,668,700
Proj. RE as % of Budget	53.7%	52.7%	41.8%	31.9%	22.1%	14.1%	9.7%	8.5%	8.6%	10.5%	16.5%

- Includes additional revenue from rate changes shown
- Proj. RE %: Green = above target, Yellow = within target, Red = below target
- Since already appropriated, retained earnings shown as a funding source for FY25 & FY26
- Retained earnings not included as funding source for FY27 on, but used to cover deficits

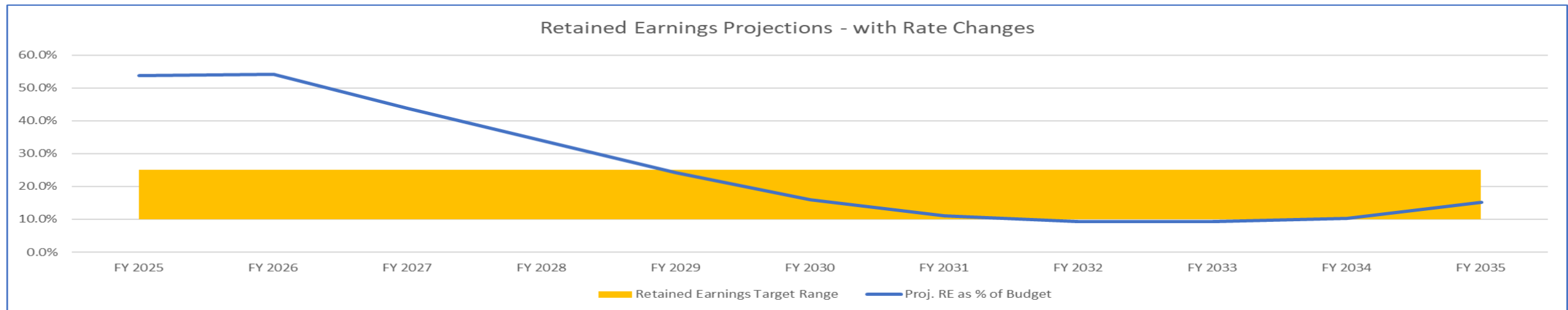




# Water Rate Option 5 – 1.0% in FY 2026

		FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	FY 2034	FY 2035
Rate Changes:		1.00%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%
Rate Impact	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	FY 2034	FY 2035
	PROJECTED	PROJECTED	PROJECTED	PROJECTED	PROJECTED	PROJECTED	PROJECTED	PROJECTED	PROJECTED	PROJECTED	PROJECTED
Projected Surplus/(Deficit)	\$ 1,441,223	\$ 1,134,096	\$ (802,506)	\$ (785,516)	\$ (883,157)	\$ (890,489)	\$ (804,098)	\$ (481,701)	\$ (200,875)	\$ 100,094	\$ 472,212
Proj. Retained Earnings Bal.	\$ 4,676,780	\$ 5,008,370	\$ 4,222,854	\$ 3,339,697	\$ 2,449,208	\$ 1,645,110	\$ 1,163,409	\$ 962,534	\$ 962,534	\$ 1,062,628	\$ 1,534,840
Proj. RE as % of Budget	53.7%	54.2%	43.7%	33.9%	24.1%	15.9%	11.1%	9.3%	9.3%	10.3%	15.1%

- Includes additional revenue from rate changes shown
- Proj. RE %: Green = above target, Yellow = within target, Red = below target
- Since already appropriated, retained earnings shown as a funding source for FY25 & FY26
- Retained earnings not included as funding source for FY27 on, but used to cover deficits



# Water Rate Option 5 – 1.0% in FY 2026 (Cont.)

## User Impact

User Impact (per Bill) - Water Bills Only			New Bills									
User Type	Usage	Current Bill	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	FY 2034	FY 2035
Low-End User	500	\$ 55.75	\$ 56.31	\$ 57.72	\$ 59.16	\$ 60.64	\$ 62.15	\$ 63.71	\$ 65.30	\$ 66.93	\$ 68.61	\$ 70.32
Avg. Residential User (45 gpd)	1,500	\$ 172.20	\$ 173.92	\$ 178.27	\$ 182.73	\$ 187.29	\$ 191.98	\$ 196.78	\$ 201.70	\$ 206.74	\$ 211.91	\$ 217.20
Avg. Residential User (65 gpd)	2,200	\$ 257.18	\$ 259.75	\$ 266.25	\$ 272.90	\$ 279.72	\$ 286.72	\$ 293.89	\$ 301.23	\$ 308.76	\$ 316.48	\$ 324.39
Large Residential User	4,500	\$ 545.20	\$ 550.65	\$ 564.42	\$ 578.53	\$ 592.99	\$ 607.82	\$ 623.01	\$ 638.59	\$ 654.55	\$ 670.92	\$ 687.69
Large Commercial User	10,000	\$ 1,258.55	\$ 1,271.14	\$ 1,302.91	\$ 1,335.49	\$ 1,368.87	\$ 1,403.10	\$ 1,438.17	\$ 1,474.13	\$ 1,510.98	\$ 1,548.76	\$ 1,587.47
Very Large Commercial User	100,000	\$ 12,931.55	\$ 13,060.87	\$ 13,387.39	\$ 13,722.07	\$ 14,065.12	\$ 14,416.75	\$ 14,777.17	\$ 15,146.60	\$ 15,525.26	\$ 15,913.40	\$ 16,311.23

- Average Residential User: \$1.72 - \$2.57 increase per bill in FY 2026 (\$6.89 - \$10.29 annually)
- Large Residential User: \$5.45 increase per bill in FY 2026 (\$21.81 annually)

# Recent History - Sewer

- The Town implemented a four-tier structure when setting rates for FY 2024.
- Rates were increased by 3.00% across all tiers for FY 2025.
- Consistently healthy retained earnings balance
  - Most recent certification was \$6.9 million (93.2% of fund expenses)
  - Certification the prior year was \$7.3 million (98.4% of fund expenses)
  - Town policy is to target 30.0%
- The Town consistently balances the budget using retained earnings to ensure rate stabilization. Regeneration consistently allows retained earnings balance to stay at a healthy level.
- The Town typically funds some capital improvements as part of the operating budget to avoid additional costs incurred from borrowings.

# Recent History – Sewer (Cont.)

- Total fund expenses have increased an average of 1.2% the past 5 years.
  - MWRA assessment has decreased an average of 0.5% the past 5 years.
- Fund revenues have generally kept up with expenses.
- There was one deficit year the past 5 years.
  - \$465,000 in FY 2022
- Retained earnings used to balance the budget to help ensure rate stabilization:
  - FY 2023 - \$404,000
  - FY 2024 - \$1,000,000
  - FY 2025 - \$1,300,000
  - FY 2026 - \$1,200,000

# Projections - Sewer

- Debt service anticipated to fall off over next 10 years
  - Over \$1 million in FY 2026 / \$750,000 in FY 2033 / \$130,000 in FY 2035
- Capital outlay anticipated to fluctuate over next 10 years
  - \$715,000 in FY 2026 / \$290,000 in FY 2027 / \$1.8 million in FY 2035
- Using inflationary factors for some expenses, total fund expenses projected to increase by 5.0% in FY 2027 and 10.0% in FY 2029, with an average of a 2.0% increase in the other years over the 10-year period analyzed.
  - The MWRA assessment is projected to increase by 3.3% on average annually, per the MWRA's budget data.
- All projections include a presumed regeneration amount of \$400,000 for revenues and \$200,000 for expenses, based on historical data.
- With no rate action, retained earnings can cover the large projected deficits through FY 2032, but not beyond that.
  - Rate action is necessary for revenues to keep up with expenses and for the fund's long-term sustainability.

# Projections – Sewer Usage Estimates

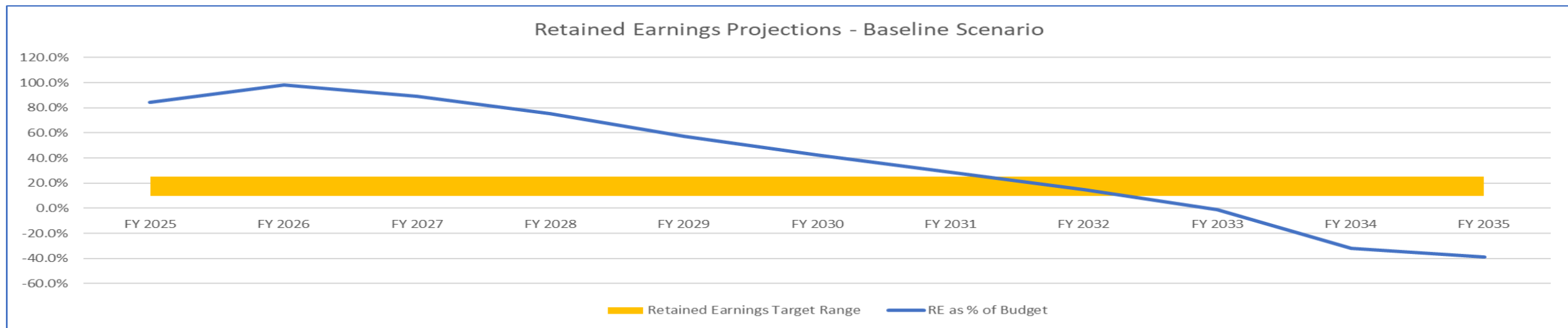
- FY 2025 projections are based on actual billings for the first three quarters of FY 2025 and the fourth quarter billings from FY 2024.
  - Total usage of 700,542 hundred cubic feet
- Projections for FY 2026 and on are based on actual billings from FY 2022.
  - FY 2022 billings were used for the tiers analysis used for the FY 2024 implementation of tiers.
  - FY 2022 represents a more conservative year.
  - Total usage of 670,484 hundred cubic feet



# Baseline Scenario - Sewer

Baseline	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	FY 2034	FY 2035
	PROJECTED	PROJECTED	PROJECTED	PROJECTED	PROJECTED	PROJECTED	PROJECTED	PROJECTED	PROJECTED	PROJECTED	PROJECTED
Surplus/(Deficit)	\$1,468,483	\$ 1,253,892	\$ (355,350)	\$ (357,507)	\$ (1,221,023)	\$ (1,038,210)	\$ (1,509,662)	\$ (1,145,960)	\$ (1,398,866)	\$ (1,486,079)	\$ (3,049,156)
Projected Retained Earnings	\$ 7,173,709	\$ 8,072,251	\$ 7,714,744	\$ 6,493,721	\$ 5,455,511	\$ 3,945,849	\$ 2,799,889	\$ 1,401,023	\$ (85,056)	\$ (3,134,212)	\$ (4,418,858)
RE as % of Budget	84.5%	98.0%	89.3%	75.1%	57.4%	42.3%	28.6%	14.9%	-0.9%	-32.1%	-39.0%

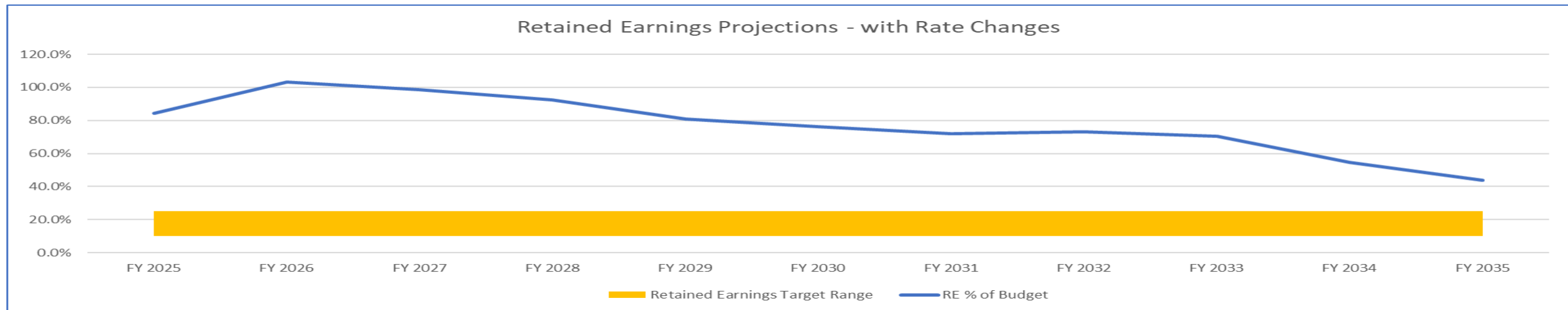
- Assumes no rate changes
- Proj. RE %: Green = above target, Yellow = within target, Red = below target
- Since already appropriated, retained earnings shown as a funding source for FY25 & FY26
- Retained earnings not included as funding source for FY27 on, but used to cover deficits



# Sewer Rate Option 1 – 2.0% in FY 2026

Rate Changes:		FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	FY 2034	FY 2035
		2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%
Rate Impact	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	FY 2034	FY 2035
	PROJECTED	PROJECTED	PROJECTED	PROJECTED	PROJECTED	PROJECTED	PROJECTED	PROJECTED	PROJECTED	PROJECTED	PROJECTED
Surplus/(Deficit)	\$ 1,468,483	\$ 1,399,210	\$ (61,807)	\$ 87,225	\$ (622,078)	\$ (281,968)	\$ (592,978)	\$ (65,623)	\$ (151,605)	\$ (68,554)	\$ (1,457,962)
Projected Retained Earnings	\$ 7,173,709	\$ 8,511,112	\$ 8,511,112	\$ 7,976,259	\$ 7,694,291	\$ 7,101,313	\$ 7,035,690	\$ 6,884,085	\$ 6,815,531	\$ 5,357,569	\$ 4,990,616
RE % of Budget	84.5%	103.4%	98.5%	92.3%	80.9%	76.1%	71.8%	73.0%	70.4%	54.8%	44.0%

- Includes additional revenue from rate changes shown
- Proj. RE %: Green = above target, Yellow = within target, Red = below target
- Since already appropriated, retained earnings shown as a funding source for FY25 & FY26
- Retained earnings not included as funding source for FY27 on, but used to cover deficits



# Sewer Rate Option 1 – 2.0% in FY 2026 (Cont.)

## User Impact

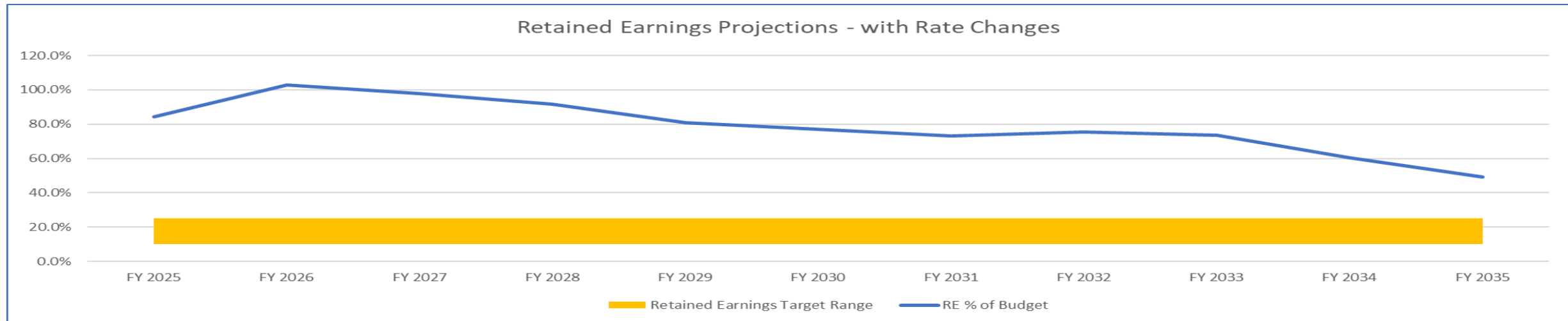
User Impact (per Bill) - Sewer Bills Only			New Bills									
User Type	Usage	Current Bill	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	FY 2034	FY 2035
Low-End User	500	\$ 52.55	\$ 53.60	\$ 54.67	\$ 55.77	\$ 56.88	\$ 58.02	\$ 59.18	\$ 60.36	\$ 61.57	\$ 62.80	\$ 64.06
Avg. Residential User (45 gpd)	1,500	\$ 162.50	\$ 165.75	\$ 169.07	\$ 172.45	\$ 175.90	\$ 179.41	\$ 183.00	\$ 186.66	\$ 190.39	\$ 194.20	\$ 198.09
Avg. Residential User (65 gpd)	2,200	\$ 242.86	\$ 247.72	\$ 252.67	\$ 257.72	\$ 262.88	\$ 268.14	\$ 273.50	\$ 278.97	\$ 284.55	\$ 290.24	\$ 296.04
Large Residential User	4,500	\$ 516.85	\$ 527.19	\$ 537.73	\$ 548.49	\$ 559.46	\$ 570.64	\$ 582.06	\$ 593.70	\$ 605.57	\$ 617.68	\$ 630.04
Large Commercial User	10,000	\$ 1,196.65	\$ 1,220.58	\$ 1,244.99	\$ 1,269.89	\$ 1,295.29	\$ 1,321.20	\$ 1,347.62	\$ 1,374.57	\$ 1,402.07	\$ 1,430.11	\$ 1,458.71
Very Large Commercial User	100,000	\$ 12,320.65	\$ 12,567.06	\$ 12,818.40	\$ 13,074.77	\$ 13,336.27	\$ 13,602.99	\$ 13,875.05	\$ 14,152.55	\$ 14,435.61	\$ 14,724.32	\$ 15,018.80

- Average Residential User: \$3.25 - \$4.86 increase per bill in FY 2026 (\$13.00 - \$19.43 annually)
- Large Residential User: \$10.34 increase per bill in FY 2026 (\$41.35 annually)

# Sewer Rate Option 2 – 1.5% in FY 2026

Rate Changes:		FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	FY 2034	FY 2035
		1.50%	2.25%	2.25%	2.25%	2.25%	2.25%	2.25%	2.25%	2.25%	2.25%
Rate Impact	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	FY 2034	FY 2035
	PROJECTED	PROJECTED	PROJECTED	PROJECTED	PROJECTED	PROJECTED	PROJECTED	PROJECTED	PROJECTED	PROJECTED	PROJECTED
Surplus/(Deficit)	\$ 1,468,483	\$ 1,362,880	\$ (80,426)	\$ 87,086	\$ (602,944)	\$ (242,741)	\$ (532,813)	\$ 16,352	\$ (46,920)	\$ 59,769	\$ (1,305,043)
Projected Retained Earnings	\$ 7,173,709	\$ 8,456,163	\$ 8,456,163	\$ 7,940,305	\$ 7,697,564	\$ 7,164,751	\$ 7,164,751	\$ 7,134,183	\$ 7,134,183	\$ 5,888,909	\$ 5,576,588
RE % of Budget	84.5%	102.7%	97.8%	91.8%	81.0%	76.8%	73.1%	75.6%	73.7%	60.3%	49.2%

- Includes additional revenue from rate changes shown
- Proj. RE %: Green = above target, Yellow = within target, Red = below target
- Since already appropriated, retained earnings shown as a funding source for FY25 & FY26
- Retained earnings not included as funding source for FY27 on, but used to cover deficits



# Sewer Rate Option 2 – 1.5% in FY 2026 (Cont.)

## User Impact

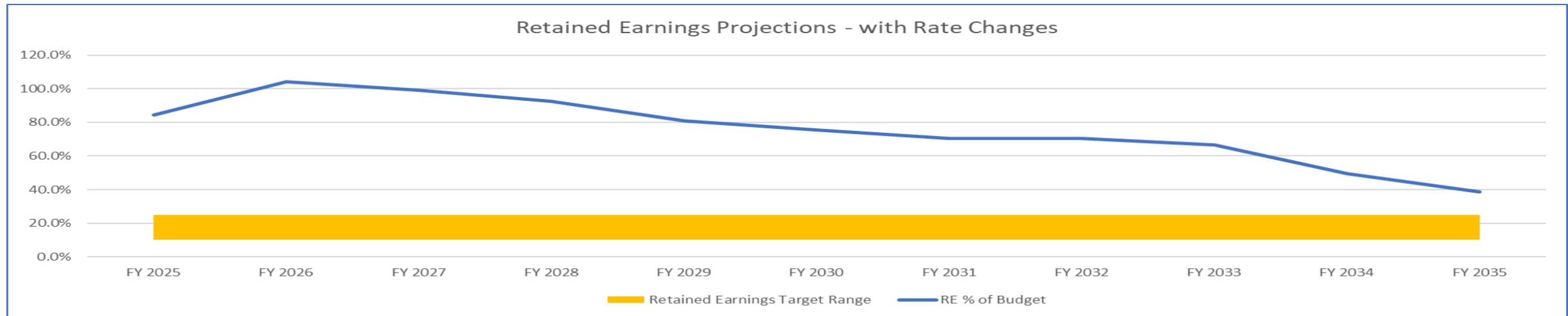
User Impact (per Bill) - Sewer Bills Only			New Bills									
User Type	Usage	Current Bill	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	FY 2034	FY 2035
Low-End User	500	\$ 52.55	\$ 53.34	\$ 54.54	\$ 55.77	\$ 57.02	\$ 58.30	\$ 59.61	\$ 60.96	\$ 62.33	\$ 63.73	\$ 65.16
Avg. Residential User (45 gpd)	1,500	\$ 162.50	\$ 164.94	\$ 168.65	\$ 172.44	\$ 176.32	\$ 180.29	\$ 184.35	\$ 188.49	\$ 192.74	\$ 197.07	\$ 201.51
Avg. Residential User (65 gpd)	2,200	\$ 242.86	\$ 246.50	\$ 252.05	\$ 257.72	\$ 263.52	\$ 269.45	\$ 275.51	\$ 281.71	\$ 288.05	\$ 294.53	\$ 301.16
Large Residential User	4,500	\$ 516.85	\$ 524.60	\$ 536.41	\$ 548.48	\$ 560.82	\$ 573.43	\$ 586.34	\$ 599.53	\$ 613.02	\$ 626.81	\$ 640.91
Large Commercial User	10,000	\$ 1,196.65	\$ 1,214.60	\$ 1,241.93	\$ 1,269.87	\$ 1,298.44	\$ 1,327.66	\$ 1,357.53	\$ 1,388.08	\$ 1,419.31	\$ 1,451.24	\$ 1,483.89
Very Large Commercial User	100,000	\$ 12,320.65	\$ 12,505.46	\$ 12,786.83	\$ 13,074.54	\$ 13,368.71	\$ 13,669.51	\$ 13,977.07	\$ 14,291.56	\$ 14,613.12	\$ 14,941.91	\$ 15,278.11

- Average Residential User: \$2.44 - \$3.64 increase per bill in FY 2026 (\$9.75 - \$14.57 annually)
- Large Residential User: \$7.75 increase per bill in FY 2026 (\$31.01 annually)

# Sewer Rate Option 3 – 2.5% in FY 2026

Rate Changes:		FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	FY 2034	FY 2035
		2.50%	1.75%	1.75%	1.75%	1.75%	1.75%	1.75%	1.75%	1.75%	1.75%
Rate Impact	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	FY 2034	FY 2035
	PROJECTED	PROJECTED	PROJECTED	PROJECTED	PROJECTED	PROJECTED	PROJECTED	PROJECTED	PROJECTED	PROJECTED	PROJECTED
Surplus/(Deficit)	\$ 1,468,483	\$ 1,435,540	\$ (43,370)	\$ 87,086	\$ (641,496)	\$ (321,388)	\$ (653,143)	\$ (147,298)	\$ (255,574)	\$ (195,626)	\$ (1,608,966)
Projected Retained Earnings	\$ 7,173,709	\$ 8,565,879	\$ 8,565,879	\$ 8,011,469	\$ 7,690,081	\$ 7,036,938	\$ 6,889,640	\$ 6,634,066	\$ 6,438,440	\$ 4,829,474	\$ 4,399,823
RE % of Budget	84.5%	104.0%	99.1%	92.7%	80.9%	75.5%	70.3%	70.3%	66.5%	49.4%	38.8%

- Includes additional revenue from rate changes shown
- Proj. RE %: Green = above target, Yellow = within target, Red = below target
- Since already appropriated, retained earnings shown as a funding source for FY25 & FY26
- Retained earnings not included as funding source for FY27 on, but used to cover deficits





# Sewer Rate Option 3 – 2.5% in FY 2026 (Cont.)

## User Impact

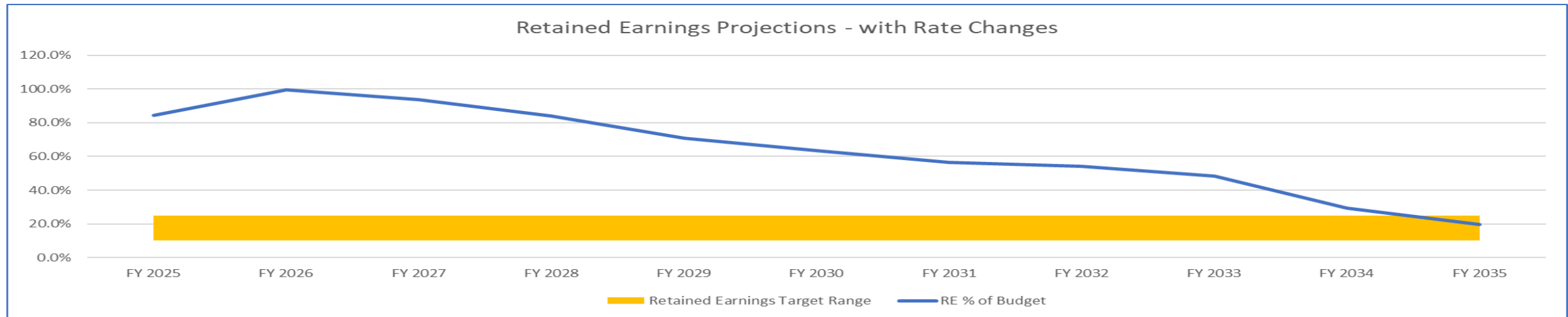
User Impact (per Bill) - Sewer Bills Only			New Bills									
User Type	Usage	Current Bill	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	FY 2034	FY 2035
Low-End User	500	\$ 52.55	\$ 53.86	\$ 54.81	\$ 55.77	\$ 56.74	\$ 57.73	\$ 58.74	\$ 59.77	\$ 60.82	\$ 61.88	\$ 62.97
Avg. Residential User (45 gpd)	1,500	\$ 162.50	\$ 166.56	\$ 169.48	\$ 172.44	\$ 175.46	\$ 178.53	\$ 181.66	\$ 184.83	\$ 188.07	\$ 191.36	\$ 194.71
Avg. Residential User (65 gpd)	2,200	\$ 242.86	\$ 248.93	\$ 253.29	\$ 257.72	\$ 262.23	\$ 266.82	\$ 271.49	\$ 276.24	\$ 281.07	\$ 285.99	\$ 291.00
Large Residential User	4,500	\$ 516.85	\$ 529.77	\$ 539.04	\$ 548.48	\$ 558.07	\$ 567.84	\$ 577.78	\$ 587.89	\$ 598.18	\$ 608.64	\$ 619.30
Large Commercial User	10,000	\$ 1,196.65	\$ 1,226.57	\$ 1,248.03	\$ 1,269.87	\$ 1,292.09	\$ 1,314.71	\$ 1,337.71	\$ 1,361.12	\$ 1,384.94	\$ 1,409.18	\$ 1,433.84
Very Large Commercial User	100,000	\$ 12,320.65	\$ 12,628.67	\$ 12,849.67	\$ 13,074.54	\$ 13,303.34	\$ 13,536.15	\$ 13,773.03	\$ 14,014.06	\$ 14,259.31	\$ 14,508.84	\$ 14,762.75

- Average Residential User: \$4.06 - \$6.07 increase per bill in FY 2026 (\$16.25 - \$24.29 annually)
- Large Residential User: \$12.92 increase per bill in FY 2026 (\$51.68 annually)

# Sewer Rate Option 4 – 0% in FY 2026

Rate Changes:		FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	FY 2034	FY 2035
		0.00%	1.75%	1.75%	1.75%	1.75%	1.75%	1.75%	1.75%	1.75%	1.75%
Rate Impact	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	FY 2034	FY 2035
	PROJECTED	PROJECTED	PROJECTED	PROJECTED	PROJECTED	PROJECTED	PROJECTED	PROJECTED	PROJECTED	PROJECTED	PROJECTED
Surplus/(Deficit)	\$ 1,468,483	\$ 1,253,892	\$ (228,197)	\$ (100,975)	\$ (832,848)	\$ (516,088)	\$ (851,251)	\$ (348,873)	\$ (460,676)	\$ (404,317)	\$ (1,821,310)
Projected Retained Earnings	\$ 7,173,709	\$ 8,199,404	\$ 8,098,429	\$ 7,265,581	\$ 6,749,493	\$ 5,898,242	\$ 5,549,369	\$ 5,088,693	\$ 4,684,376	\$ 2,863,066	\$ 2,244,784
RE % of Budget	84.5%	99.6%	93.7%	84.0%	71.0%	63.2%	56.6%	53.9%	48.4%	29.3%	19.8%

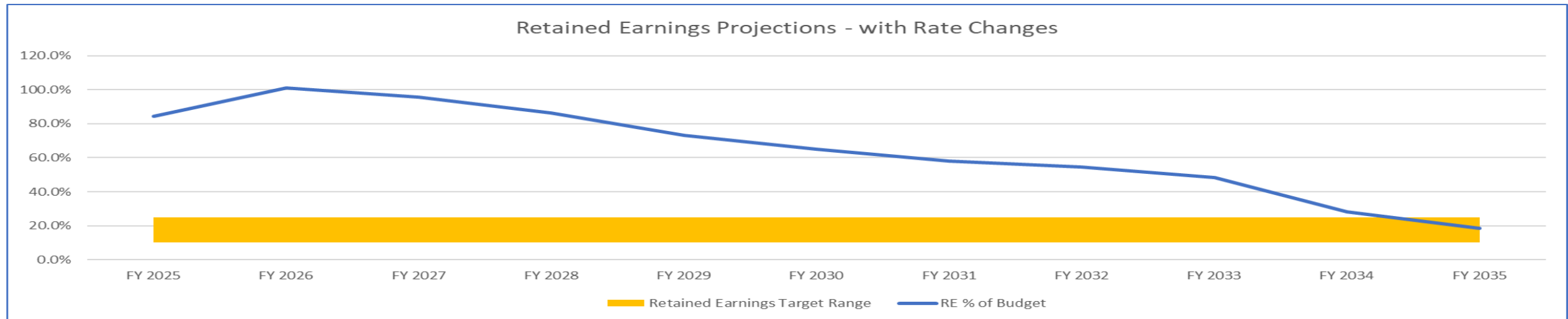
- Includes additional revenue from rate changes shown
- Proj. RE %: Green = above target, Yellow = within target, Red = below target
- Since already appropriated, retained earnings shown as a funding source for FY25 & FY26
- Retained earnings not included as funding source for FY27 on, but used to cover deficits



# Sewer Rate Option 5 – 1.0% in FY 2026

Rate Changes:		FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	FY 2034	FY 2035
		1.00%	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%
Rate Impact	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	FY 2034	FY 2035
	PROJECTED	PROJECTED	PROJECTED	PROJECTED	PROJECTED	PROJECTED	PROJECTED	PROJECTED	PROJECTED	PROJECTED	PROJECTED
Surplus/(Deficit)	\$ 1,468,483	\$ 1,326,551	\$ (172,612)	\$ (63,040)	\$ (813,150)	\$ (515,230)	\$ (869,849)	\$ (387,561)	\$ (520,103)	\$ (485,145)	\$ (1,924,220)
Projected Retained Earnings	\$ 7,173,709	\$ 8,327,648	\$ 8,264,608	\$ 7,451,458	\$ 6,936,228	\$ 6,066,379	\$ 5,678,818	\$ 5,158,715	\$ 4,673,570	\$ 2,749,350	\$ 2,110,360
RE % of Budget	84.5%	101.1%	95.6%	86.2%	72.9%	65.1%	58.0%	54.7%	48.2%	28.1%	18.6%

- Includes additional revenue from rate changes shown
- Proj. RE %: Green = above target, Yellow = within target, Red = below target
- Since already appropriated, retained earnings shown as a funding source for FY25 & FY26
- Retained earnings not included as funding source for FY27 on, but used to cover deficits



# Sewer Rate Option 5 – 1.0% in FY 2026 (Cont.)

## User Impact

User Impact (per Bill) - Sewer Bills Only			New Bills									
User Type	Usage	Current Bill	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	FY 2034	FY 2035
Low-End User	500	\$ 52.55	\$ 53.08	\$ 53.87	\$ 54.68	\$ 55.50	\$ 56.33	\$ 57.18	\$ 58.04	\$ 58.91	\$ 59.79	\$ 60.69
Avg. Residential User (45 gpd)	1,500	\$ 162.50	\$ 164.13	\$ 166.59	\$ 169.09	\$ 171.62	\$ 174.20	\$ 176.81	\$ 179.46	\$ 182.15	\$ 184.89	\$ 187.66
Avg. Residential User (65 gpd)	2,200	\$ 242.86	\$ 245.29	\$ 248.97	\$ 252.70	\$ 256.49	\$ 260.34	\$ 264.25	\$ 268.21	\$ 272.23	\$ 276.32	\$ 280.46
Large Residential User	4,500	\$ 516.85	\$ 522.02	\$ 529.85	\$ 537.80	\$ 545.86	\$ 554.05	\$ 562.36	\$ 570.80	\$ 579.36	\$ 588.05	\$ 596.87
Large Commercial User	10,000	\$ 1,196.65	\$ 1,208.62	\$ 1,226.75	\$ 1,245.15	\$ 1,263.82	\$ 1,282.78	\$ 1,302.02	\$ 1,321.55	\$ 1,341.38	\$ 1,361.50	\$ 1,381.92
Very Large Commercial User	100,000	\$ 12,320.65	\$ 12,443.86	\$ 12,630.51	\$ 12,819.97	\$ 13,012.27	\$ 13,207.46	\$ 13,405.57	\$ 13,606.65	\$ 13,810.75	\$ 14,017.91	\$ 14,228.18

- Average Residential User: \$1.63 - \$2.43 increase per bill in FY 2026 (\$6.50 - \$9.71 annually)
- Large Residential User: \$5.17 increase per bill in FY 2026 (\$20.67 annually)

# Thank You!

## Questions/Comments?

INTER-MUNICIPAL AGREEMENT  
AMONG THE TOWNS OF READING, WAKEFIELD AND LYNNFIELD  
FOR THE  
DIRECTOR OF THE ASSESSING DEPARTMENT

THIS AGREEMENT dated as of this \_\_\_\_ day of \_\_\_\_\_, 2025 (this “Agreement”) by and between the Town of Reading, a Massachusetts municipal corporation having a usual place of business at Town Hall, 16 Lowell Street, Reading MA 01867, acting by and through its Select Board (“Reading”), the Town of Wakefield, a Massachusetts municipal corporation having a usual place of business at 1 Lafayette Street, Wakefield, MA 01880, acting by and through its Town Council (“Wakefield”), and the Town of Lynnfield, a Massachusetts municipal corporation having a usual place of business at 55 Summer Street, Lynnfield, MA 01940 (“Lynnfield”),

WITNESSETH THAT:

WHEREAS, Lynnfield, Reading and Wakefield currently are parties to a certain intermunicipal agreement whereby they share the services and costs associated with a Director of their respective Assessing Departments (the “Existing Agreement”); and

WHEREAS, each of the parties has obtained authority to enter into this Agreement pursuant to G.L. c. 40, § 4A;

NOW, THEREFORE, in consideration of the premises set forth above and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree under seal as follows:

1. Termination of Existing Agreement. Lynnfield, Reading, and Wakefield agree to terminate the Existing Agreement effective June 30, 2025 in order that it be replaced by this Agreement.

2. Director of Assessing. During the term of this Agreement, Reading, Wakefield and Lynnfield shall assume their respective shares of the costs associated with a shared Director of Assessing (the “Director”). Notwithstanding any other provision of this Agreement to the contrary, Reading, Wakefield and Lynnfield shall maintain separate Boards of Assessors which shall be vested with the authority for setting policy within their respective communities.

3. Term. The term of this Agreement shall commence on July 1, 2025, and shall expire on June 30, 2028, unless earlier terminated as set forth herein. The parties shall review their contractual relationship every 12 months, the terms of which are set forth herein, to ensure that this Agreement continues to satisfy the needs and objectives of each community.

4. Identity of Director. The parties shall share the services and costs of the incumbent Director of the Assessing Department of Wakefield, Victor Santaniello, or a successor

hired through the standard personnel practice of Wakefield in consultation with Reading and Lynnfield.

5. Compensation. Wakefield shall pay the salary and benefits of the Director and shall, not less frequently than annually, give written notice to Reading and Lynnfield of the costs thereof. Reading and Lynnfield shall each contribute their respective shares of the associated costs for this position by paying to Wakefield their respective shares of such amounts per fiscal quarter during the term, each payment to be due and payable within fifteen (15) days after the commencement of such fiscal quarter (i.e., after 7/1, 10/1, 1/1 and 4/1).

a. Parties' Respective Shares. Reading's share of the Director's salary cost shall be 36%, and Lynnfield's shall be 33%. Reading's share of the cost of all benefits paid to, for or on account of the Director (including without limitation health insurance, retirement, workers' compensation and unemployment contributions) shall be 40% and Lynnfield's shall be 20%.

c. Collective Bargaining Agreement Adjustments. Wakefield shall adjust the compensation it pays the Director as it may be required to do in accordance with any collective bargaining agreements and standard personnel practices and shall give prompt written notice to Reading and Lynnfield of any such adjustment. Reading and Lynnfield shall adjust their respective quarterly payments accordingly. In the event that any collective bargaining agreement or such personnel practices may require Wakefield to make a lump sum payment to the aforesaid position reflecting a retroactive salary increase during the term hereof, Wakefield shall promptly give written notice thereof to Reading and Lynnfield, and Reading and Lynnfield shall, within sixty (60) days thereafter, pay Wakefield their respective shares of such amount (as set forth in Section 5.a, above) to the extent that the retroactive pay period includes any part of the term hereof.

6. Other Collective Bargaining Agreement Benefits. Wakefield shall provide the Director with all benefits to which he is entitled under any collective bargaining agreement and standard personnel practices. All parties agree to allow the Director to enjoy such vacation, sick days, personal days and other leave as he may be entitled to receive under such agreement and under standard personnel practices of Wakefield. No party shall make any demand on the Director or take any action with respect to the Director that is in violation of his rights under such collective bargaining agreement, standard personnel practices of Wakefield or any applicable legislation.

7. Retirement, Workers' Compensation and Other Benefits. The Director will remain a member of the Wakefield Contributory Retirement System. Upon retirement, Reading and Lynnfield will be assessed their proportionate share of the cost of pension plans reflecting any concurrent time the Director spent working for Reading or Lynnfield hereunder pursuant to applicable Massachusetts General Laws.

8. Duties. The Director shall perform his duties as required by the respective local laws and regulations of Wakefield, Reading and Lynnfield. Attached as Appendix I is

Wakefield's job description for the position. Wakefield, Reading and Lynnfield shall each provide the Director with office space and office equipment for work within their respective communities. The Director shall work primarily in the office space provided by Wakefield and shall maintain regular, public office hours in Reading and Lynnfield, such office hours to be mutually agreed upon by the parties.

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

10. Indemnification. Wakefield shall hold Reading and Lynnfield harmless from any and all claims related to employment or employee benefits, collectively bargained or otherwise, made by the Director prior to the commencement of the term of this Agreement (except to the extent that such claims may arise against Reading under the Existing Agreement). Reading shall indemnify and hold harmless Wakefield and Lynnfield, and each and all of their respective officials, officers, employees, agents, servants and representatives from and against any claim arising from or in connection with the performance by the Director of his duties in or for Reading including, without limitation, any claim of liability, loss, damages, costs and expenses for personal injury or damage to real or personal property by reason of any negligent act or omission or intentional misconduct by the Director while in or performing services for Reading. Wakefield shall indemnify and hold harmless Reading and Lynnfield, and each and all of their respective officials, officers, employees, agents, servants and representatives from and against any claim arising from or in connection with the performance by the Director of his duties in or for Wakefield, including without limitation, any claim of liability, loss, damages, costs and expenses for personal injury or damage to real or personal property by reason of any negligent act or omission or intentional misconduct by the Director while in or performing services for Wakefield. Lynnfield shall indemnify and hold harmless Reading and Wakefield, and each and all of their respective officials, officers, employees, agents, servants and representatives from and against any claim arising from or in connection with the performance by the Director of his duties in or for Lynnfield, including without limitation, any claim of liability, loss, damages, costs and expenses for personal injury or damage to real or personal property by reason of any negligent act or omission or intentional misconduct by the Director while in or performing services for Lynnfield. Such indemnification shall include, without limitation, current payment of all costs of defense (including reasonable attorneys' fees, expert witness fees, court costs and related expenses) as and when such costs become due and the amounts of any judgments, awards and/or settlements, provided that (a) each indemnifying community shall each have the right to select counsel to defend against such claims, such counsel to be reasonably acceptable to the indemnified party and its insurer, if any, and to approve or reject any settlement with respect to which indemnification is sought; (b) the parties shall cooperate with each other in all reasonable respects in connection with such defense; and (c) no party shall be responsible to pay any judgment, award or settlement to the extent occasioned by the negligence or intentional misconduct of any employee, agent, official or representative of the other party other than the Director. By entering into this Agreement, the parties have not waived any governmental immunity or limitation of damages which may be extended to any of them by operation of law including, but not limited to, G.L. c. 258, the Massachusetts Tort Claims Act.



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

12. Assignment. No party shall assign or transfer any of its rights or interests in or to this Agreement, or delegate any of its obligations hereunder, without the prior written consent of the other parties.

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

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

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

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

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

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

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

Matthew Kraunelis, Town Manager  
Town Hall

16 Lowell Street  
Reading MA 01867

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

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

Stephen P. Maio, Town Administrator  
Wakefield Town Hall  
1 Lafayette Street  
Wakefield, Massachusetts 01880

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

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

Robert J. Dolan, Town Administrator  
Lynnfield Town Hall  
55 Summer Street  
Lynnfield, Massachusetts 01940

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

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

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

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

TOWN OF WAKEFIELD  
By its Town Council

Certificate of available

appropriation

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Town Accountant

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Certificate of available  
appropriation

TOWN OF READING  
By its Select Board

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Town Accountant

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Certificate of available  
appropriation

TOWN OF LYNNFIELD  
By its Select Board

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Town Accountant

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c:\Lynnfield\IMA-Assessor

## **APPENDIX I**

### **ASSESSORS DEPARTMENT DIRECTOR OF ASSESSING**

#### **DEFINITION**

Position is responsible for the management, planning, direction, administration and evaluation of all aspects of the operation of the Assessing Department, and the appraisal and assessment of taxable property in accordance with state statutes and local bylaws and regulations. Employee is required to perform all similar or related duties.

#### **ESSENTIAL FUNCTIONS**

The essential functions or duties listed below are intended only as illustrations of the various type of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position.

- Assists the Board of Assessors in the appraisal of residential, commercial, industrial, and personal property for the municipality.
- Conducts inspections of and revalues property, as necessary, in order to maintain a uniform, full market value on all property.
- Maintains the fair and market value for all classified property in the town, evaluates all property every three- (3) years, and conducts annual interim updates.
- Ensures that property records remain up-to-date and accurate.
- Schedules, coordinates and administers Board of Assessor meetings.
- Reviews commitments for excise taxes; deletes erroneous bills; researches, calculates and records excise tax abatements; prepares monthly abatement listing for Tax Collector and Town Accountant.
- Prepares and submits the annual tax rate recapitulation sheet; provides valuation and new growth information to Finance Committee for budget development; prepares documentation for annual tax classification hearing before the Board of Selectmen.
- Prepares and submits required state reports on personal property and farm animal valuation; processes forms relating to tax-exempt non-profit property owners.
- Reviews applications for abatements, exemptions and classification under Chapters 61, 61A and 61B; researches abatement applications and prepares for review by Board of Assessors, maintains records of action of the Board of Assessors; prepares worksheet detailing assessments and value discount; and processes abatements.
- Prepares for and participates in Appellate Tax Board cases.
- Negotiates settlements with tax representatives and attorneys for presentation to the Board of Assessors.
- Receives deeds which have been filed at the Registry of Deeds; ensures data is entered into computerized files, completes monthly sales reports and transfer sheets; processes and records data on comparable properties.

- Assigns parcel number to new lots created by Planning Board action.
- Inspects new structures and improvements to real property, calculates their value, and recommends the assessment rate to the Board of Assessors.
- Supervises the issuance of personal property value questionnaires and recommends the values to be placed on personal property.
- Provide information to property owners and the public relevant to the department's assessment policies and procedures. Meets with taxpayers, specializing in cases of unique or special nature. Responds to questions, complaints and requests for information in a timely manner. Provides public disclosure informing taxpayers of market trends, sales analysis and new valuations.
- Conducts field work, measuring and documenting assessment data.
- Trains, directs, evaluates, and disciplines staff in the Assessing Department in accordance with state and federal laws and Town policies and procedures.

## **SUPERVISION RECEIVED**

Under administrative direction, the incumbent works from policies, goals, and objectives; establishes short-range plans and objectives, departmental performance standards and assumes direct accountability for department results; consults with the supervisor only where clarification, interpretation, or exception to policy may be required or as requested by the supervisor. The incumbent exercises control in the development of departmental policies, goals, objectives and budgets and is expected to resolve all conflicts which arise and coordinate with others as necessary.

## **SUPERVISION EXERCISED**

Incumbent manager is accountable for the direction and success of programs accomplished through others. Responsible for analyzing program objectives, determining the various departmental work operations needed to achieve them, estimating the financial and staff resources required, allocating the available funds and staff, reporting periodically on the achievement and status of the program objective; and recommending new goals. The incumbent typically formulates or recommends program goals and develops plans for achieving short and long-range objectives; determines organizational structure, operating guidelines and work operations; formulates, prepares and defends budget and manpower requests and accounts for effective use of funds and staff provided; coordinates program efforts within the unit and with other departments; delegates authority to subordinate supervisors and holds them responsible for the performance of their unit's work; reviews work in terms of accomplishment of program objectives and progress reports, approves standards establishing quality and quantity of work; and assists or oversees the personnel function, including or effectively recommending hiring, training, and disciplining of employees.

## **ACCOUNTABILITY**

Duties include department level responsibility for technical processes, service delivery, and contribution to plans and objectives and fiscal responsibility for the department, including buildings, equipment and staffing utilization. Consequences of errors, missed deadlines or poor judgment could severely jeopardize department operations or have extensive financial and legal repercussions.

## **JUDGMENT**

Guidelines, which may be in the form of administrative or organizational policies, general principles, legislation or directives that pertain to a specific department or functional area, only provide limited guidance for performing the work. Extensive judgment and ingenuity are required to develop new or adapt existing methods and approaches for accomplishing objectives or to deal with new or unusual requirements within the limits of the guidelines or policies. The incumbent is recognized as the department or functional area's authority in interpreting the guidelines, in determining how they should be applied, and in developing operating policies.

## **COMPLEXITY**

The work consists of employing many different concepts, theories, principles, techniques and practices relating to an administrative field. Assignments typically concern such matters as studying trends in the field for application to the work; assessing services and recommending improvements.

## **NATURE AND PURPOSE OF CONTACTS**

Relationships are constantly with co-workers, the public, groups and/or individuals such as peers from other organizations, and representatives of professional organizations. The employee serves as a spokesperson or recognized authority of the organization in matters of substance or considerable importance, including departmental practices, procedures, regulations or guidelines. May be required to discuss controversial matters where tact is required to avoid friction and obtain cooperation.

## **CONFIDENTIALITY**

Incumbent has regular access at the departmental level to a variety of confidential information.

## **EDUCATION AND EXPERIENCE**

Bachelor's degree in finance or business with additional advanced training related to assessing procedures, and five to up to seven years of experience in real and personal property appraisal preferably in a municipal assessor's office, or any equivalent combination of education and experience.

Special Requirements: Completion of Department of Revenue Courses 100 and 101 required. Massachusetts Accredited Assessor (MAA) designation desirable.

## **KNOWLEDGE, ABILITY, AND SKILLS**

Knowledge: Knowledge of Massachusetts General Laws, Chapter 59 including all subsections; knowledge of Massachusetts Assessment practices; detailed understanding of Massachusetts property, personal and real estate abatement process and personal tax exemptions. Extensive knowledge of accounting and auditing practices relative to property appraisal principles and practices; Familiarity with all methodologies and formulas used to determine the assessment value of the various classes of property. Considerable knowledge of building, zoning and construction codes.

Abilities: Ability to accurately appraise real and personal property. Ability to maintain detailed and accurate records in accordance with Massachusetts General Laws. Ability to use various statistical methods; and work with a computer on a daily basis. Ability to establish and maintain effective working relationships with town officials and the public. Ability to meet and deal with the public in a tactful and effective manner. Ability to handle problems and emergencies effectively. Ability to communicate in oral and written forms in a clear, concise, and effective manner. Ability to work independently and as a part of a team and to promote those traits in others. Ability to manage multiple tasks in a detailed, accurate and timely manner.

Skills: Excellent organizational and personnel management skills. Excellent data processing skill in the use of personal computers and office software including word processing, data base and spreadsheet applications. Skill in retaining and overseeing assessing/appraisal consulting services. Skill in utilizing computers and software programs related to the functions of the position. Excellent statistical and analysis skills.

## **WORK ENVIRONMENT**

The work environment involves everyday discomforts typical of offices, with occasional exposure to outside elements. Noise or physical surroundings may be distracting, but conditions are generally not unpleasant. Incumbent may be required to work beyond normal business hours in response to emergency situations or to attend evening meetings.

## **PHYSICAL, MOTOR, AND VISUAL SKILLS**

### **Physical Skills**

Minimal physical demands are required to perform most of the work. The work principally involves sitting, with intermittent periods of stooping, walking, and standing. May be required to lift objects such as files, boxes of papers, office supplies, and office equipment weighing up to 30 pounds.

### **Motor Skills**

Duties are largely mental rather than physical, but the job may occasionally require minimal motor skills for activities such as moving objects, using office equipment, including but not limited to telephones, personal computers, handheld technology, and other office equipment.

### **Visual Skills**

Visual demands require routinely reading documents for general understanding and analytical purposes, includes reading construction plans.



## **ARTICLE 1 - GENERAL OPERATING PROCEDURES**

### **Section 1.1 – Organization of the Board**

#### **1.1.1 – Annual Reorganization**

The Select Board shall schedule a meeting after the Town election and prior to the opening of the annual Town Meeting. During this meeting, the Board shall reorganize (elect officers).

Although the Select Board retains the right to reorganize at their discretion, this policy establishes the guidelines of:

1. Annual rotation of the Chair.
2. Not having a Select Board member serve as Chair in the final year of that member's term.

#### **1.1.2 - Chair**

The Select Board Chair shall:

1. Be responsible for calling regular, emergency and Executive Session meetings of the Select Board, as needed.
2. Preside over Select Board meetings, approve the Agenda in consultation with the Town Manager, and recognize all speakers including other Board members.
3. Nominate Board members to represent the Select Board at appropriate functions, events and meetings.
4. Nominate Board members to Board Subcommittees. Final appointment is by a majority of the Board members.
5. In fulfillment of the requirement of Sec. 2.2.5 of the General Bylaws, serve as a member of the appointment committees for the following entities:
  - Finance Committee (per Sec. 2.12.1 of the Home Rule Charter),
  - Bylaw Committee (per Sec. 2.12.2 of the Home Rule Charter),
  - Permanent Building Committee (per Sec. 3.2.6 of the General Bylaws).

#### **1.1.3 – Vice Chair**

The Select Board Vice Chair shall:

1. Be responsible for stepping in to assume the duties of the Chair as may be necessary.

#### **1.1.4 - Secretary**

The Select Board Secretary shall:

1. Be responsible for stepping in to assume the duties of the Vice Chair or Chair as may be necessary.
2. Conduct the final review and signature of Board Minutes.
3. Certify, as required by law, votes of the Select Board.
4. Sign documents upon direction of a majority of the Board members, including legal settlements on behalf of the Select Board. Alternatively, any other Board member or the Town Manager may be authorized to perform this function.

5. Until a revised Communication Policy is enacted, the Secretary will respond to all correspondence received within 48 hours, acknowledging receipt. The correspondence will be done in the role of Secretary and not as an individual member.

#### **1.1.5 - Liaisons**

The purpose of establishing Select Board Liaisons to the various Town Departments/Divisions and to Boards and Committees is to maintain good communication and effective working relationships. Liaisons are responsible for providing reports to the full Select Board at a regular meeting on an as needed basis.

Liaisons shall:

1. Act in a role to support the Town Departments/Divisions in their operating functions as well as longer-term Select Board Goals.
2. Attend as many meetings of the Boards and Committees as possible.
3. Inform Town Department Heads of their interaction with Boards and Committees for which they have responsibility as described in the Table of Organization as approved by Town Meeting. All correspondence from a liaison to a Department Head will copy the Town Manager.
4. Facilitate communication between the Select Board and the Boards and Committees. Under no circumstances will a member acting in a liaison role direct or manage staff.

#### **1.1.6 - Subcommittees**

The purpose of establishing Select Board Subcommittees is to have a mechanism for the Board to review and consider specific issues.

Subcommittees shall:

1. Be composed of two members of the Select Board.
2. Follow all Open Meeting Law as if conducting a full Board meeting.
3. Recommend, but not approve, a course of action to the full Board.

#### **1.1.7 – New Members**

In order to assist new Board members to be effective in their first years, the Board shall establish an on-boarding process which may include but not be limited to meetings with individual Board members the Town Manager and Town Department Heads. The Board shall also create a Select Board Guide to be distributed to new members.

*Section revised March 2019*

### **Section 1.2 – Board Meetings**

#### **1.2.1 – Meeting Schedule**

The Select Board shall meet at least once each month and publish a meeting Schedule at least six months in advance.

#### **1.2.2 – Office Hours**

The Select Board shall offer Office Hours to the general public at least once each month and publish the times and dates in their meeting schedule. Individual Select Board members will

rotate turns with Office Hours, and make a report to the full Board during Liaison reports as needed.

### **1.2.3 – Meeting Agendas**

The purpose of the agenda is to allow the general public an opportunity to participate in a topic matching their interests.

The Agenda shall:

1. Be approved by the Chair in consultation with the Town Manager.
2. Contain any discussion item requested by two or more Board members as soon as practical
3. Be published in advance as far as is possible.
4. Contain public communication received since the last Board meeting.

Some Board meetings may consider only a single agenda item. However typical Board meetings will have the following agenda items:

1. Proclamations / Certificates of Appreciation
2. Reports and Comments (including Select Board Liaison Reports and Comments, Town Manager's Report, and Public Comment)
3. Open session for topics not reasonably anticipated 48 hours in advance of the meeting
4. Approval of Previous Meeting Minutes
5. Personnel and Appointments
6. Discussion / Action Items
7. Licenses, Permits, and Approvals
8. Preview of the Next Meeting's Agenda
9. Executive Session

The regularly scheduled meetings of the Select Board shall be limited by having discussion limited to agenda items taken up or tabled prior to 11:00 p.m. All remaining items will be deferred to a subsequent meeting. In order to facilitate the above policy efficiently, the Chair shall:

1. Limit the time of speakers from the floor especially during public hearings.
2. Call for votes on major issues or policy changes prior to 11:00 p.m., or defer final votes to subsequent meetings.
3. Request staff to prepare motions for Board action in advance.

### **1.2.4 – Deferred Agenda Items**

It shall be the policy of the Select Board to conduct the business on its agenda at the meeting for which it is listed, unless a particular member of the Board is essential to the topic of discussion by virtue of special background or expertise, and is not able to be present at the meeting for which that item is listed.

### **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.

*Section Revised April 2023*

#### **1.2.6 – Executive Sessions**

The Board shall always begin a meeting in Open Session, and may enter Executive Session only for the purposes allowed under Open Meeting Laws. Whenever possible, Executive Sessions will be scheduled at the end of an open session, and for the convenience of the public the Board will announce their intention to adjourn without returning to open session.

In accordance with the provisions of the Open Meeting Law, the Town Manager, acting as clerk to the Select Board, will review approved confidential minutes of the Select Board's Executive Sessions on a regular basis. It is the intent of the Select Board to withhold minutes only for as long as the publication of the record would defeat the original purpose of a lawfully convened Executive Session. The Town Manager will review all approved minutes still in confidential status, and will release for publication those segments that need not be confidential any longer. This action will be part of a report on the "Routine Matters" of the Select Board's meeting agenda.

#### **1.2.7 – Conduct of Select Board Meetings**

In the conduct of all Select Board Meetings, the following rules shall be observed:

**Rule 1** A quorum for doing Select Board business shall be a majority of the total number of Select Board members, as defined in the Reading Home Rule Charter.

**Rule 2** Pursuant to Sec. 1.6 of the Reading Home Rule Charter, except as otherwise determined by bylaw or statute, a majority of the total number of Select Board members shall constitute the majority vote for approving motions.

**Rule 3** All articles on the Select Board agenda shall be taken up in the order of their arrangement in the agenda unless otherwise decided by a majority vote of the members.

**Rule 4** Every Select Board member shall respectfully address the Chair, shall not speak until recognized by the Chair, shall speak to the question under debate and shall avoid making disparaging comments about individuals.

**Rule 5** No speaker at a Select Board Meeting shall be interrupted, except by a Member making a point of order, or by the Chair.

**Rule 6** A procedural ruling of the Chair may be overturned by a majority vote of the Board.

**Rule 7** Select Board members who have a financial interest in any matter that comes before the Select Board for consideration is required by *M.G.L. c.268A, §19* to recuse themselves from participating in the Select Board deliberations. Members of the public who have a financial interest in any matter that comes before the Select Board for consideration and any person whose employer has such an interest are encouraged to disclose such interest or interests before speaking on such matter.

**Rule 8** All Select Board votes shall be taken by a show of hands, or roll call vote, the results of which shall be recorded in the minutes.

**Rule 9** No motion shall be acted on until it is seconded. Amendments deemed irrelevant by the Chair to the subject of the original motion shall not be accepted. A “friendly amendment” may be agreed to without a vote and included as part of a pending motion, if it is acceptable to both the mover and seconder of the motion.

**Rule 10** When a question is under debate, no motion shall be in order except:

- to adjourn,
  - to lay on the table (for the duration of the meeting)
  - to make a privileged motion (point of order or, point of information)
  - to take a motion from the table
  - to postpone for a time certain
  - to commit for further study
  - to amend
  - to postpone indefinitely
  - to move the question (requires 2/3 vote)
  - to fix a time for terminating debate and putting calling the question,
- and the aforesaid several motions shall have precedence in the order in which they stand arranged in this rule.

**Rule 11** Motions to adjourn (except when balloting for offices and when votes are being taken) shall always be first in order. Motions to be decided without debate include motions to adjourn, to move the question, to lay on the table and to take from the table.

#### **1.2.8 - Public Hearings**

Public hearings shall be conducted using the following guidelines:

1. Select Board Secretary reads the legal notice for the hearing;
2. Select Board Chair introduces the main speaker, and may then delegate authority to chair the hearing to another Select Board member;
3. Main speaker gives presentation on the hearing's subject matter;
4. Chair or designee first asks for questions on the presentation from Select Board members;
5. Chair or designee then asks for questions from the public. Reasonable time limits per speaker may be imposed, per Sec. 1.2.5. The Chair or designee may take a show of hands to see how many wish to speak before establishing such time limits;
6. Motion to close the hearing (or continue it to a date and time certain) is made and voted by the Select Board;
7. If the hearing is closed (not continued), a motion is made by a Select Board member to approve the document or action that is the subject of the hearing;
8. Motion is seconded. Amendments may then be offered by other SB members. The chair or designee can ask that each amendment be discussed and voted on before others are offered; and

9. Once all amendments are dealt with, a final vote is taken on the main motion as amended.

#### **1.2.9 - Liaison Assignments**

Nominate Board members for annual Liaison assignments in April, following the Annual Town Election (per Sec. 1.1.5) or at other times, where necessary. The final decision on Liaison assignments is by a majority of the Board members.

*Section revised March 2019*

### **Section 1.3 – Responsibilities of the Board**

#### **1.3.1 – Reading Home Rule Charter Article 3.2**

The executive powers of the Town shall be vested in the Select Board. The Select Board shall have all of the powers and duties granted to Boards of Selectmen by the Constitution and General Laws of the Commonwealth of Massachusetts, and such additional powers and duties as may be provided by the Charter, by Town Bylaw, or by Town Meeting vote.

The Select Board shall cause the laws and orders for the government of the Town to be enforced and shall cause a record of all its official acts to be kept.

The Select Board shall appoint a Town Manager, a Town Counsel, a Town Accountant, not more than five (5) Constables, and any other appointed board or committee member for whom no other method of selection is provided by the Charter or by Town Bylaw.

The Select Board or its designee shall be the Licensing Board of the Town and shall have the power to issue licenses, to make all necessary rules and regulations regarding the issuance of such licenses, to attach such conditions and restrictions thereto as it deems to be in the public interest, and to enforce the laws relating to all businesses for which it issues licenses.

#### **1.3.2 – Town Manager Authorization**

The role of the Town Manager is established by Article 5 of the Reading Home Rule Charter.

The Town Manager has the ultimate authority and responsibility for the operation and the management of the Town, under the direction of the Select Board. Except for actions contrary to decisions or written policies made by the Select Board, the Town Manager is authorized to take whatever actions are required to operate and manage the Town. The Town Manager is the designated representative for the Select Board regarding collective bargaining negotiations. The Town Manager may utilize other Town personnel as needed to carry out these responsibilities.

#### **1.3.3, Process for Evaluating the Town Manager**

The Select Board is responsible for approving overall goals, objectives and policy setting for the Town to be discharged by the Town Manager within the constraints of the Reading Home Rule Charter, and other applicable local Bylaws and Federal and State statutes and regulations. The Board is also charged with conducting an annual review and evaluation of the Town Manager's performance.

#### **1.3.3.1 Town Manager Contract**

In accordance with Article 5.1 of the Reading Home Rule Charter, the Select Board has entered into a three-year contract with the Town Manager (see <https://www.readingma.gov/administrative-services/human-resources/pages/contracts-1>).

There are a series of requirements stipulated in the contract for the annual evaluation:

- (Sec. V A.) The Board shall review and evaluate the Town Manager no later than September 30 of each year..... Said review and evaluation shall be based on the goals and objectives developed jointly by the Board and the Town Manager. Further, the Town Manager shall be provided a summary written statement of the evaluation findings of the Board and shall have an adequate opportunity to discuss individual comments with each Board member in advance of a formal Performance Review.
- (Sec. V B.) Annually the Board and the Town Manager shall define the Town Manager goals and objectives which they determine necessary for the proper operation of the Town and the attainment of the Board's policy objectives, and shall further establish a general priority among those various goals and objectives, said goals and objectives to be reduced to writing. They shall generally be attainable within the time limits specified and within the annual operating and capital budgets and appropriations provided by the Town and the events that have occurred during the year.
- Per a recent court case, the method of collection of material used in the Town Manager's annual evaluation has been changed to comply with OML. Composite evaluations must now be compiled by Staff, not by individual Select Board Members.

#### **1.3.3.2 Process for Setting Town Manager Goals**

The following guidelines and timetable are hereby established for setting annual and multi-year goals for the Town Manager:

- Prior to the end of the calendar year, the Town Manager shall submit in writing to the Select Board for discussion and mutual approval a list of goals that reflect the Town's needs and priorities; provided, however, where a new Town Manager is appointed, the Town Manager shall submit said goals within sixty (60) days of appointment and such goals shall be effective from the date of Select Board approval through February 14.
- Between 5 and 10 of these goals shall be prioritized by the Town Manager.
- If multi-year goals are desired by both parties, they shall be split into multiple sub-goals for each fiscal year, in a manner that allows progress on each year's sub-goal to be measured.
- These draft goals should be accompanied by a set of metrics suggested by the Town Manager by which the Select Board can measure progress toward the accomplishment of each goal.
- The goals shall generally be attainable within the time limits specified and within the

annual operating and capital budgets and appropriations provided by the Town and the events that have occurred during the year.

- The Select Board shall discuss, modify, and approve the Town Manager's goals by February 14, to be effective February 14 through February 13, annually.
- If a situation arises where the Town Manager or Select Board decide that the approved goals for the current year need to be modified or re-prioritized,
  - The Select Board Chair will first meet with the Town Manager to discuss therevisions
  - The Town Manager will revise the goals and re-present them to the Select Boardfor their approval within thirty (30) calendar days of the initial meeting with the Select Board Chair.

*Section revised February 1, 2022*

#### **1.3.3.3 Process for Reviewing and Evaluating the Town Manager**

The following guidelines and timetable are hereby established for the annual review and evaluation of the Town Manager's performance:

##### **Development and Periodic Review of the Annual Evaluation Form**

- The Board shall annually review and evaluate the Town Manager no later than February 14 of each year. This review and evaluation shall include a "360 degree assessment" with solicited subjective feedback from the Superintendent of Schools, the Library Director, and at least five direct reports to be designated by the Select Board, at least three of whom are Department Heads. The Select Board members shall also submit evaluation forms. These forms shall be submitted to a staff member, designated by the Select Board, or the Chair, and compiled into a composite evaluation. The composite evaluation shall be a public record. The Town Manager shall have an opportunity to discuss the evaluation and the results of the assessment with the Select Board.
- The Town Manager ~~to~~ shall submit a self-evaluation on a form provided by the Select Board as part of the evaluation process.
- The Board may assign the process review to a subcommittee who will hold public meetings on the subject.
- The Town Manager review form shall contain the following elements, with a mixed response style of numerical ratings and comments:
  - Evaluation of progress toward meeting goals
  - Setting and measuring of core competencies
  - Measuring achievement of daily responsibilities
  - Highlighting areas of "necessary professional growth"



#### Communication During the Year

- The Town Manager shall review progress made toward achieving the goals with the SelectBoard at least once every three months
- Consistent with the Town Manager's contract, each member shall discuss any concerns that they might have with the Town Manager in a timely manner. This feedback should take the form of a meeting with the Town Manager and a representative of HR.

#### First Year Review

- The Board may adopt a more robust review process, including but not limited to more frequent evaluations, to be followed in the first twelve (12) months of a Town Manager who is new to the position in the Town of Reading. Such process shall be included in the new Town Manager's contract.

#### End of Year Review

- Each Board member shall complete and submit the approved evaluation form to designated staff member no later than January 15.
- Individual Board members should keep their feedback professional and respectful.
- Newly elected Board members should endeavor to complete as much of the evaluation form as they feel competent to do. Their comments should address the Town Manager's performance only for the period of time they have been Select Board members.
- The designated staff member will collate the individual submissions into a composite document that will be used in the evaluation.
- The Town Manager's self-review is also due not later than January 15.
- During public meetings held to discuss the composite evaluation, the Board should focus on common themes present in the composite evaluation.
- If a majority of Board members agree that remedial action is required by the Town Manager in any area, the Board and the Town Manager will develop a separate plan of action and may incorporate any required actions into the Town Manager's goals that are being set for the current Fiscal Year, in accordance with the timetable specified in Sec. 1.3.3.2.

*Section revised February 1, 2022*

#### 1.3.3.4 – Personnel File

- A copy of the annual or multiyear goals, the individual evaluation and composite evaluation forms, and the self-evaluation shall be maintained in the Town Manager's personnel file.
- Any progress reports or modifications to annual or multiyear goals shall be maintained in the Town Manager's personnel file.

• *Section revised February 1, 2022*

#### **1.3.4 – Town Manager Contract**

The Select Board may approve a written contract with the Town Manager in accordance with Article 5.1 of the Reading Home Rule Charter. This contract shall be available as a public document.

#### **1.3.5– Town Collective Bargaining Agreements**

The Select Board is responsible for approving written agreements signed by the Town Manager and all Town labor unions, including a Health Insurance agreement signed by the Town Manager and all Town, School and Light department unions plus a Retiree representative.

#### **1.3.6– Legal Issues**

The Select Board is responsible for initiating or settling litigation, in certain cases subject to Town Meeting approval.

#### **1.3.7– Operations**

The Select Board shall:

1. Operate in accordance with the spirit, as well as the letter of all laws affecting its business and its employees.
2. Act with the highest level of integrity, business ethics and objectivity in any transaction where a Select Board member or employee represents the Select Board. No Select Board member or employee is allowed to misuse the authority or influence of their position.
3. Operate in a businesslike and efficient manner in all aspects of operating and managing the Select Board.
4. Be supportive of a good working relationship between management and employees.
5. Advocate for the use of technology, training, personnel and flexible work and administrative processes to maintain an efficient municipal government serving the best interests of residents;
6. Operate in the best interests of the Town in all matters.
7. Adhere to the Code of Conduct presented in Article 2, Subsection 2.2.

#### **1.3.8– State of the Town Address**

The Select Board shall prepare and deliver the annual State of the Town address, at the Annual Town Meeting following the Election.

*Section revised March 2019*

### **Section 1.4 – Communication**

#### **1.4.1 - Select Board Communication**

It is important to the public and to the Select Board itself to make it clear when individual members are speaking for the Board as a whole, or when they are speaking for themselves as

individuals. In order to ensure this clarity of communication, the following shall be the policy of the Select Board:

1. Members of the Select Board shall be given stationery with the Town seal in printed and electronic format for their use. This stationery shall name only that member of the Board on the masthead. Board members may only use this stationery for correspondence relative to Town matters. Any such correspondence shall state that the views expressed are those of that member of the Select Board only.

2. The Select Board stationery, naming all five members of the Board on the masthead, shall be used only for correspondence from the full Select Board. This stationery shall be used to communicate positions of the full Select Board based on consensus of the full Board or based upon actually voted positions of the Board.

3. The Select Board may take votes on recommendations on Warrant Articles appearing before Town Meeting, and the Chair of the Select Board or the designee thereof shall be responsible for communicating those recommendations to Town Meeting based on votes of the Board.

4. When Board members rise to speak at Town Meeting, they shall identify whether they are speaking for the full Board or as individuals.

5. In today's society, much of the correspondence to the Select Board is electronic, and often is copied to all members of the Board. The Select Board acknowledges that correspondence in electronic form that is made and/or received by it and its individual members are public records, unless specifically exempted from the definition of public record. Additionally, the Select Board acknowledges that the manner in which it deals with electronic correspondence may raise concerns relative to the Open Meeting Law. The Board also feels it is important to ensure that a proper response is given to an email request.

Correspondence shall be handled in the following manner::

a. Electronic correspondence sent to the whole Select Board shall be included in the meeting packet for the Board's next meeting if the communication specifically pertains to an approved agenda item for that meeting, as determined by the Chair, after Consultation with the Town Manager. Notwithstanding the above, all correspondence from or pertaining to a minor child or involving privileged legal material shall be excluded from the meeting packet. A correspondence shall also be excluded from the meeting packet on the advice of Town Counsel. All meeting packets shall be posted online and made publicly available

b.

~~a-c.~~ The Select Board's Secretary shall respond to electronic communication sent to the entire Board and acknowledge receipt of the correspondence.

i. If the correspondence may require actions by Town staff, the Town Manager shall be copied and so noted to the sender.

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ii. If the correspondence requests action from the Board on a particular matter within the Board's jurisdiction, the sender shall be advised that the Requests for action shall appear in the next available published meeting schedule under 'Future Agendas' as appropriate.

iii. All non-electronic correspondence shall be converted to an electronic format and forwarded to the full Select Board in a timely manner. All correspondence circulated pursuant to this provision shall be subject to the terms of subsection a, above.

~~b-d~~. Select Board members may respond directly to any email correspondence received, provided they do not violate the Open Meeting Law in doing so. They are encouraged to copy the Town Manager on issues that may involve Town staff.

~~e-c~~. The Town Manager is encouraged to reply directly to the sender on issues that have been noted under section 1.4.1.5.b.i above and to update the entire Select Board on a timely basis either through email or at the next Select Board meeting. The Town Manager shall maintain a record of outstanding resident requests and inquiries that have come to the Select Board's attention that may require actions by Town staff. Such a record shall be included in each meeting packet and shall contain the name, request, and status of response, which shall be provided to the Board as part of the Town Manager's report at each meeting. Multiple requests on the same topic may be consolidated into one record.

If an inquiry relates to interaction with a member of Town staff, the Town Manager shall provide all relevant updates to the Board as permitted by law or pursuant to the advice of Town Counsel. The Town Manager, the Ombudsman and the Human Resources Director shall make themselves available to the public as may be helpful for further follow up on the inquiry; provided, however, that the Town Manager, the Ombudsman and the Human Resources Director shall provide an acknowledgement but shall not provide substantive responses to such inquiries when doing so would violate a contract or other law and need not so respond when such response would be contrary to the advice of Town Counsel.

~~d-f~~. Members of the Select Board may communicate electronically as a quorum on the scheduling, cancellation, and time of meetings.

~~e-g~~. Documents may be distributed via email from the Select Board to all members of the Town's boards, commissions and committees to permit advance review of materials to be discussed at upcoming meetings, provided such distribution does not violate the Open Meeting Law.

~~f-h~~. Relative to information potentially of interest to members of the Select Board, the Town Manager shall err on the side of providing that information to all members of the Board on a timely basis either through email or at the next Select Board meeting.

Correspondence relative to setting meeting agendas may be limited to the Town Manager and Chair.

~~g.i.~~ The Town Manager shall respond individually to members of the Select Board who email the Town Manager as individual members, unless the individual Board member requests that the Town Manager provide the information to all members of the Board and such communication does not violate the Open Meeting Law.

- a. If individual Board members request the Town Manager or Town staff take a particular action and it is unclear whether that request is representative of the will of the Board as a whole, the Town Manager may request the Board provide additional instruction or take a formal vote to indicate their preference or instruction for staff action.

*Section revised March 9, 2004  
revised June 5, 2007  
revised February 16, 2021  
revised August 10, 2021*

#### **1.4.2 – Access to Public Records**

The Select Board is committed to the philosophy that the citizens should have access to public records that are not exempt by law. To this end, the Town Clerk is hereby designated as custodian of public records for the Town of Reading (not including the School or Light Department).

The custodian of public records will carry out the duties and responsibilities of a record custodian as required by Massachusetts General Laws, Chapter 66, Section 10, and may establish and charge such reasonable fees and establish other regulations in accordance with rules and regulations established by the Supervisor of Public Records, Regulation 950 CMR 32.06, or other applicable laws and regulations.

*Section revised December 13, 1994  
Revised February 16, 2021*

### **Section 1.5 – Volunteer Board and Committee Appointments**

The Select Board is responsible for appointing volunteers to Boards and Committees in accordance with Article 4 of the Reading Home Rule Charter, as well as those Boards and Committees created by local Bylaw or Select Board Policy.

The Select Board recognizes the following two issues related to the consideration of and appointment to the various Boards and Committees:

1. The amount of time taken in the past for this process by the Select Board and volunteers has been extraordinary and not necessarily productive; and
2. The depth of interviews given time constraints does not allow the full Select Board to do a thorough job of interviewing.

The Select Board therefore hereby implements the following process in order to address these two issues:

**1.5.1 - Volunteer Appointment Subcommittee (VASC)**

The Select Board shall appoint members to a two-member VASC at the time that Select Board liaison assignments are established.

1. VASC members shall be appointed for staggered two-year terms so arranged that one term shall expire each year.
2. No member of the Select Board shall serve on the VASC for more than two consecutive terms. Notwithstanding this limitation, the Chair and the Select Board shall consider appointing a new member who wishes to serve, over an incumbent reapplying for a second term on the VASC.
3. Vacancies on the VASC shall be filled promptly by a vote of the Select Board.
4. The meetings of the VASC shall be posted and open to the public.
5. If both positions become vacated, the Select Board shall appoint one member for two years and one member for a one year term.

**1.5.2 - Process for Annually Appointing Volunteers to Boards and Committees**

In order to ensure an orderly, transparent and fair process for annually appointing incumbents and new candidates to Boards and Committees, the following guidelines are established:

1. Beginning on May 1 of each year, the Town Manager's office shall issue invitations to all incumbent members of Boards and Committees, asking them to indicate their desire for reappointment. Responses shall be due not later than May 15. At the same time, the Town Manager's office shall cause to have advertised the complete list of full and associate positions, whether currently filled or not, that will be open beginning July 1.
2. Following the expiration of the required number of days for advertising open positions (per Sec. 8.10 of the Reading Home Rule Charter), the VASC Chair and the Town Manager's office shall schedule a minimum of six meeting dates between May 16 and June 15 for the VASC to hold interviews for these positions, covering as many days of the week (Monday-Thursday) as is practicable.
3. In recognition of the value of maintaining personal relationships between the Select Board and its appointees, it shall be the policy of the VASC to invite all incumbents seeking reappointment to attend one of these interview sessions.
4. In recognition of the Select Board's desire to involve Board and Committee Chairs in the appointment process, the Town Manager's office shall notify all Committee Chairs of the six VASC meeting dates.
5. The Town Manager's office shall issue an email to Board and Committee Chairs not later than 5:00 pm the day of each scheduled VASC meeting, with the complete interview packet for that day's VASC meeting and requesting the attendance of the affected Committee chairs (or designees).

6. The VASC shall interview any new candidate who is not already an Associate member of that Board or Committee, prior to voting a recommendation on that candidate to the full Select Board.
7. Following the last VASC meeting, the VASC shall transmit to the entire Select Board and to all candidates and Committee Chairs, a slate of recommended candidates for each Board and Committee along with a list of all candidates who had applied for each Board and Committee. A copy of the application form and/or resume for any new candidate shall also be provided to the entire Select Board.
8. The VASC shall present this recommended slate of candidates to the Select Board as a single item on the agenda. Any member of the Select Board may ask for a particular recommendation to be voted on separately. Any person who has been interviewed or recommended by the VASC for a particular position may ask for their particular recommendation to be voted on separately. Any request to remove a name should include a reason. The remaining Board and Committee appointments of the recommended slate shall then be considered and voted on as a single item.
9. Any Board and Committee appointments removed from the consent item will then be scheduled for interview during a later Select Board meeting, and the appointment process to that Board and Committee will be by the full Select Board.

#### **1.5.3 - Process for Filling Vacancies on Boards and Committees during the Year**

1. Within five days of learning about a vacancy on a Board or Committee, the Town Manager's office shall cause to have advertised the complete list of full or associate positions that have become vacant.
2. The Town Manager's office shall also invite all Associate Members of the affected Board or Commission to apply for any available Full memberships.
3. Following the receipt of all applications and the expiration of the required number of days for advertising (per Sec. 8.10 of the Reading Home Rule Charter), the VASC and Town Manager's office shall schedule one or more dates for VASC interviews, taking into consideration the schedules of all applicants. VASC shall meet quarterly, if needed.
4. The requirements of Sections 1.5.2.4 through 9 shall be applicable to filling vacancies on Boards and Committees during the year.

*Section revised November 2024*

### **Section 1.6 – Financial Matters**

#### **1.6.1 – Acceptance of Gifts and Donations**

It is the policy of the Select Board to encourage donations and gifts, with the clear understanding that there is no offer on the part of the Town to reciprocate in any manner with regard to provisions of services, enforcement of laws or regulations, or any other consideration by the Town.

The Town Manager is hereby authorized to accept any such gifts or donations on the part of the Town, to see to their disposition in accordance with donor's wishes and applicable law, and to

notify the Select Board of any such gifts or donations. The Town Manager shall determine if the gift and donation is consistent with Town plans, needs and resources.

If gifts and donations involve equipment, programs or the construction of capital projects, it is important for the Town and the donor to have an agreement in advance of any fundraising efforts. A written agreement will describe the nature, location, design and details of any such equipment, programs and projects.

If a commitment of Town funds is required to match or supplement fund raising efforts, the fundraising efforts may be approved if the proposed project is included in the Town's Capital Improvement Program (CIP), with an understanding that Town funds will not be available until those capital funds are available through the budget.

In circumstances where donations are made to replace, maintain or repair portions of Town sites and facilities, including replacement of elements of parks, recreation areas, buildings, and similar equipment, the Department Head within whose jurisdiction the site or facility falls may accept such donations where:

- The value of the donation is \$5,000 or less
- The item being replaced, maintained, or repaired is consistent with any master plan for the property in question.

Additionally, the Town must be assured that any donations that are solicited or received on behalf of improving Town facilities or operating Town programs are either solicited by properly established non-profit corporations, through for profit corporations, or by individuals making donations directly to the Town. This is important for purposes of ensuring that donor's expectations are completely met with regard to possible tax deductibility of donations, and that a fundraising group is indeed making all donations properly and directly to the Town for the purpose intended.

#### **1.6.2 – Use of Town Staff and Resources for Gifts and Donations**

In order to achieve other department missions and provide essential services, the Select Board recognizes the need for staff to develop fiscal and other resources to supplement municipal funding.

The policy of the Select Board regarding fundraising activities by staff is the following:

1. Such activities will not decrease staff effectiveness nor will they constitute an inordinate amount of work time.
2. In accordance with the Conflict of Interest Law (Massachusetts General Laws, Chapter 268A), Town employees will not realize personal financial benefit from fundraising activities.
3. Employees involved in fundraising are expected to use good judgment at all times, and to be sensitive to issues such as the business climate and the ability to give.
4. In accordance with the Town's established policy on Acceptance of Gifts, it is understood that there is no offer on the part of the Town or its employees, Departments, or Agencies to reciprocate in any manner with regard to provision of



- services, enforcement of laws or regulations or any other considerations by the Town.
5. To ensure consistency in communication about fundraising efforts, Boards and Committees and Department Heads shall inform the Town Manager of new fundraising efforts or campaigns prior to such activities.
  6. Notice of regular or ongoing fundraising activities should be given to the Town Manager through the regular channels of communication.
  7. The Town Manager may establish guidelines which specifically describe different types of fundraising and appropriate actions.

#### **1.6.3 – Authorization for the Town Manager to Sign Grant Applications and Acceptances**

The Town of Reading from time to time makes application for grants from various State, Federal and private sources.

Since the Town Manager is authorized to execute contracts for the Town, the Select Board authorizes the Town Manager to sign grant applications and acceptances for such grants as have been authorized by the Select Board or the appropriate public body.

It shall be the responsibility of every Department to report to the Town Manager that all operating requirements and resources are in place to properly implement the grant, including personnel policies, labor contract provisions, availability of resources, equipment, and all other things that will be needed. This action should take place prior to application for the grant if possible, but in all cases shall take place prior to the acceptance of any grant, unless the Select Board waives this requirement.

#### **1.6.4 – Use of Public Funds for Gifts**

Public funds shall not be expended by any employee, official, Board or Committee of the Town, except the Select Board, for the purchase of food, flowers or other gifts for personnel of any Town Department who are retiring or resigning from employment. Use of public areas for the purpose of Department testimonials may be approved by the Town Manager.

The Select Board members representing the Town may, as they deem fit, expend public funds for the purpose of presenting personnel or members of Boards and Committees, testimony of service in the form of printed, framed documentaries or other forms of appreciation, as the Select Board members shall decide from time to time.

The Select Board members representing the Town may, as they deem fit, accept and use funds donated for the specific purpose of expressing sympathy for injury or death with appropriate acknowledgment.

#### **1.6.5 – Use of Public Funds for Professional Development**

The Select Board recognizes that in many instances it is desirable for staff and/or elected officials to have spouses and/or families attend conventions or seminars with them. The intent of this policy is not to prohibit or discourage such attendance but to provide that, to the extent such attendance creates an expense over and above the expense of the employee or official attending such seminar or conference, that the employee or official will personally bear that additional expense. It is not

the intent, where no additional expense is generated, to have the employee bear a pro-rated share of the expense for rooms, transportation or other costs.

#### **1.6.6 – Financial Oversight**

The Town is committed to complying with and requires its employees (which includes officers, board and committee members and other persons acting on its behalf) to comply with all applicable Town policies, State and Federal Laws and regulations and internal accounting controls. The Town of Reading will investigate any report of fraudulent acts or related misuse of Town resources or property. Any individual found to have engaged in fraudulent acts or related misconduct, as defined in this policy, is subject to disciplinary action by the Town, which may include dismissal or expulsion, as well as prosecution by appropriate law enforcement authorities.

##### **1.6.6.1 - Definition of Fraud**

Fraud and related misconduct prohibited by this policy generally involves a willful or deliberate act or failure to act with the intention of obtaining an unauthorized benefit. The following are examples of activities that may be considered fraud:

- Making or altering documents or computer files with the intent to deceive;
- Purposely inaccurate financial reporting;
- Improper handling or reporting of money transactions;
- Misappropriation or misuse of Town assets and resources for personal gain or for the advantage of another;
- Unauthorized use of Town assets and resources for personal gain or for the advantage of another;
- Altering or incorrectly reporting information for personal gain or for the advantage of another or the Town;
- Authorizing or receiving remuneration for time not worked;
- Authorizing or receiving compensation for goods not received or services not performed

Fraud includes a false representation of a matter of fact, whether by words or by conduct, by false or misleading statements, or by concealment of that which should have been disclosed, which deceives and is intended to deceive.

##### **1.6.6.2 - Responsibilities**

The Town has a responsibility to investigate and report to appropriate governmental authorities, as required, any violations of compliance with Town policy, State and Federal Laws and regulations, internal accounting controls and questionable accounting matters.

Town of Reading management is responsible for establishing and maintaining policies and controls that provide security and accountability for the resources entrusted to them. Internal controls are intended to aid in preventing and detecting instances of fraud and related misconduct. Management is also expected to recognize risks and exposures inherent in their area of responsibility and be aware of indications of fraud or related misconduct. Responses to such allegations or indicators should be consistent.

Every employee has the responsibility to assist the Town in complying with policies and legal and regulatory requirements, and in reporting known violations. It is the policy of the Town to encourage the support and cooperation of all employees in meeting the Town's commitment and responsibility to such compliance.

#### **1.6.6.3 - Reporting Suspicion of Fraud**

Employees should report suspected instances of fraud or irregularity to their immediate supervisor or their next appropriate management level. However, in certain circumstances, it may be appropriate for employees to report suspected instances of fraud or irregularity directly to the Town Accountant (If the alleged fraud has been committed by the Employee's supervisor.) It is the responsibility of a supervisor or relevant manager to ensure that the suspicion of fraud and/or irregularity that is reported to them is reported as soon as practical to the Town Accountant. The written or verbal report should be sufficiently detailed and inclusive to ensure a clear understanding of the issues raised. In the event that the Town Accountant is the subject of, or otherwise identified as involved in the acts underlying such report, the person making the report may notify and forward such report to the Town Manager or Assistant Town Manager who will then lead the investigation, and the Town Manager or Assistant Town Manager shall immediately report such allegation to the Chair of the Select Board.

Town employees are not to initiate investigations on their own. However, anyone may report suspected violations or concerns by letter to the Town Accountant and should indicate that he or she is an employee of the Town. The report should be sufficiently detailed and inclusive to ensure a clear understanding of the issues raised. Mark the envelope "Confidential and Private". It is the policy of the Town that anyone who reports a violation may make such report confidentially and offsite.

There shall be no retaliation by the Town's employees against any employee who makes a report pursuant to this policy even if after investigation the Town Accountant determines that there has not been a violation of any applicable Town policy, State or Federal laws and regulations or internal accounting controls. However, employees who make reports or provide evidence which they know to be false or, without a reasonable belief in the truth and accuracy of such information, may be subject to disciplinary action.

#### **1.6.6.4 - Investigation**

Following receipt of a report, the Town Accountant shall commence an investigation, as he/she, in his reasonable judgment, deems appropriate. The Town Accountant shall be authorized to retain such other individuals, including outside legal and accounting experts, as he or she deems appropriate to assist in such investigation.

Appropriate Town management, together with the Town Accountant, will constitute the Investigation Team and will determine the necessary action depending upon the nature of the allegations or suspicions. The individual being investigated shall be notified immediately of said investigation and shall have the right to an attorney and/or union representative, as applicable, during all stages of the investigation. All efforts shall be made to ensure due process in the investigative process. Law Enforcement agencies may

be notified and included on the Investigation Team. In those instances where the investigation indicates the probability of criminal activity, the inquiry will be turned over to the appropriate law enforcement agency.

In an investigation, objectives include verifying the facts, maintaining objectivity and confidentiality, determining responsibility and recommending corrective action. Details of the initial response and/or investigation will remain confidential.

If in the opinion of the Investigating Team fraud is probable, employees suspected of such irregularities and/or fraud shall be suspended pending investigation. Appropriate Human Resource personnel will provide guidance to the Investigating Team related to action (disciplinary or otherwise) required as a result of any response to or investigation of fraud or irregularity.

Any individual suspected of irregular and/or fraudulent activities should not be confronted prior to commencement of the investigation process. Records related to the activity may need to be seized before the suspected individual becomes aware of any investigation. All employees suspected of irregularities and/or fraud are to be treated fairly and consistently and in compliance with the collective bargaining agreements and personnel policies. Employees suspected of irregular and/or fraudulent activities have legal rights that must be respected.

In the event any such investigation reveals information that is either material or, in the reasonable judgment of the Investigation Team, merits immediate attention by the Audit Committee, and in every case where the dollar impact of fraudulent activities exceeds \$2500, they shall contact the Chair of the Audit Committee to discuss the matter, and shall inform the Chair of the Select Board. The Investigation Team shall make the final determination of whether a violation of the Town policy, State and Federal laws and regulations or internal accounting controls applicable to the Town has occurred.

#### **1.6.6.5 - Reporting Results**

The Town Accountant will prepare a report of the results of any review of fraudulent or irregular activities. The report will contain the disciplinary taken, if any. As applicable, it will also contain details of the systems weaknesses that did not prevent or detect the fraudulent or irregular activities and provide recommendations for improving systems controls to prevent or detect similar events.

It is recognized that management investigating the incident may share information with senior management, the town's audit committee, town counsel, and/or law enforcement agencies as deemed necessary. The Town Accountant will include a statistical summary of the fraud reports in the annual report.

#### **1.6.7 - Purchasing Card Policy**

Use of purchasing cards will expedite Town and School purchasing and payables for isolated one-time purchases along with payment for smaller dollar items. Purchasing cards may be issued to one or more employees at the discretion of the Town Manager or Superintendent of Schools as applicable, and with the names of all users to be filed with the Town Accountant.

Issuance of a purchasing card under the name of the Town of Reading or the Reading School Department is a privilege and every reasonable effort shall be made to ensure that cards are used responsibly and in a manner consistent with Town and School Department policies, guidelines and applicable laws and regulations of the Commonwealth of Massachusetts.

The Town Accountant will authorize the type of items that can be purchased on the card and the maximum single transaction limit. In any event, the purchasing card shall not be used for purchases of travel, lodging, food, or beverages, for employees or Officials. The procurement card may be used for travel, lodging, and food and beverage (but not alcohol) expenses from student activity accounts for student travel. The Procurement card may be used to register for conferences or seminars. If the use of purchasing cards is extended beyond the one year trial period, the Town Accountant will periodically establish and issue guidelines to purchasing card users. It is the responsibility of each purchasing card user to ensure that their respective card is stored in a secure place and that the account number is protected. A card number may be used in a secure internet transaction but shall never be written out and transmitted via email. Each purchasing card user is responsible to reconcile every transaction made within the month.

Purchasing cards may be issued to individual users at the discretion of the Town Manager or Superintendent of Schools as applicable. Each user will sign for receipt of the card. Cards are to be stored in a secure location. If a purchasing card is lost or stolen the purchasing card user will notify the Town Accountant who will notify the bank, local police department and the Town Manager or Superintendent of Schools as applicable. Replacement of a lost or stolen card will be at the determination of the Town Manager or Superintendent of Schools as applicable.

Failure to adhere to purchasing card policy and guidelines will result in revocation of card use, and the user may be subject to disciplinary action. An individual who is found to abuse the use of a purchasing card will be subject to disciplinary action up to and including termination from employment along with potentially criminal charges being filed against them. In addition the Town will seek restitution for any inappropriate charges made to a purchasing card.

The Town Accountant will establish procedures to be followed regarding the reconciliation processes. All relevant records are to be included with each statement and retained with applicable voucher records.

#### **1.6.8 - Surplus Property**

The following policy outlines the process to be followed in the disposition of tangible surplus items after the originating department has offered the item(s) for repurposing to other departments within the Town. This policy applies to all items having resale or salvage value regardless of dollar amount. Any property that is determined to be surplus to the Town must be disposed of according to the guidelines of this policy.

In order to follow the appropriate steps you must first make a determination of its value. The declared value determines the procedure that must be followed.

Surplus items owned by the Town shall be sold, traded or otherwise disposed of upon the written recommendation of the respective Department Head to the Town Manager. The written recommendation shall include a specific description (as much information as possible) of the item to be disposed of including relevant make, model number, serial number, vehicle identification number, etc. The written recommendation must include a justification/reason for the request. Please complete the **Surplus Property Form** and submit it to the Town Manager.

The Town Manager shall review the written recommendation and make an initial determination of its merits.

If the surplus goods or equipment have no resale or salvage value, the department shall dispose of such property at the least cost to the town.

If the item has a resale or salvage value, the next step is to have the item approved for disposition by the Select Board. After the Surplus Property Form has been approved by the Town Manager follow the steps outlined below:

Please submit the “Surplus Property Form” to the Procurement Office. Sufficient information and photographs should be provided to allow for inspection of the surplus item. The form gives the Procurement Office the necessary information to offer the item(s) for auction and disposal. The Procurement Office will require the list and photographs of the items to sell a minimum of 30 calendar days prior to the items needing to be removed from your site. This timeframe allows for advertising requirements and the buyer time to make payment and pick the item up.

The originating Department must ensure that all confidential and personal data has been removed prior to the sale, trade or disposal of the item.

#### **Value Less Than \$10,000**

If the surplus property is determined to have resale or salvage value less than \$10,000 the property may be disposed of pursuant to one of the procedures set forth below in subsection A, B or C.

- A. Solicit quotes from at least 3 companies that deal in such property, maintaining a written record of the names and addresses of the companies from which a quote was solicited; or
- B. Advertise the surplus property for sale on the town website and or on any internet site that offers such property for sale at least 14 calendar days prior to the sale. Any such advertisement shall state the sale date and the terms of the sale, or
- C. Offer the item no longer useful to the Town to a charitable organization after receiving approval of the Town Manager and the Select Board. To be eligible, the charitable organization must be tax-exempt under section 501(c)(3).

#### **Value Greater Than \$10,000**

If the surplus property is determined to have resale or salvage value greater than \$10,000 it must be disposed of in conformance with procedures of Massachusetts General Laws Chapter 30B.

This policy shall not apply to the Municipal Light Board or the disposition of old books, magazines, periodicals, recordings and printed materials in the custody of the Board of Library Trustees. Such disposition may be made at the discretion of the Board of Library Trustees.

*Section revised March 2019*

### **Section 1.7 – Non-discrimination**

The Town does not discriminate against any person on the basis of 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.

### **Section 1.8 - Use of the Town Seal**

The Town Seal was adopted by the Town in 1890, and constitutes a symbol to the general public of the Town of Reading. In order to control and regulate the use of the Town Seal so that it is used only to represent official uses by the Town, this policy is adopted as follows:

1. The Seal of the Town shall be used on all letterhead, forms, legal notices and other official papers of the Town of Reading, in a form and format to be approved by the Town Manager.
2. The Town Seal is to be placed on municipally-owned or operated vehicles as may be determined by the Town Manager.

Any other use of the Seal of the Town of Reading will require prior approval by the Select Board.

### **Section 1.9 – Severability**

If any provision of this Article shall be found invalid for any reason in a court of competent jurisdiction, such invalidity shall be construed as narrowly as possible, and the balance of the Article shall be deemed to be affected to the minimum extent necessary, so as to secure the purposes thereof.

## 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.

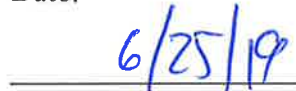
19. Indemnification. RCTV agrees to save, defend, indemnify and hold harmless the Town of Reading against any and all suits, claims, or liabilities of every name, nature or description arising out of or in consequence of the acts of its agents, servants or employees, in the performance of the obligations 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:



READING COMMUNITY TELEVISION, INC.  
By its Executive Director,



Date:




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 Recipients 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.

June 5, 2025

Matthew Kraunelis  
16 Lowell Street  
Reading, MA 01867

**Re: Town of Reading PEG Access Services**

Dear Matt,

As you are aware, the Grant Agreement between the Town and Reading Community Television (RCTV) for the provision of Public, Educational, and Governmental programming and services (collectively, PEG Access Services or PEG Programming) to the Town expires on June 30, 2025. 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.”

You have asked for a brief overview of the legal considerations relative to the following options for providing PEG Access Services:

1. Extend the Grant Agreement with RCTV;
2. Execute a new Grant Agreement with RCTV;
3. Execute a new Grant Agreement with a different non-profit PEG Access provider;
4. Execute an Intermunicipal Agreement (IMA) with another municipality for the provision of PEG Access Services; or
5. Provide PEG Programming through a Town Department.

Please be aware that changing PEG Access providers will likely require discussions with the Town’s cable licensees, Comcast and Verizon, to ensure compliance with the Town’s cable license agreements.<sup>1</sup> The Board may therefore wish to extend the contract with RCTV while it determines the best path forward.<sup>2</sup>

Finally, while this letter will address each of these options in turn, it is important to note that there may be other opportunities for providing PEG Access Services. The above list should not be considered the universe of all potential options.

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<sup>1</sup> The Board should be aware that the Town’s cable license with Verizon expires in July 2026, and the Town’s agreement with Comcast expires in November 2028.

<sup>2</sup> For example, if the Town elects to move the PEG Access studio from 557 Main Street, the Town’s agreement with Comcast states that Comcast “shall not be required to complete connection of said [new] one-way, hard-wired video link earlier than eighteen (18) months from the date of the above referenced written notice to the Licensee.” (Section 6.1(f)). Similarly, 270 days’ notice may be required to change the PEG Access provider under the terms of the Verizon cable license agreement (Section 5.1.2). A review of the technical obligations of the cable licenses is recommended to ensure that a change in PEG Access providers does not compromise the Town’s compliance with these agreements or otherwise conflicts.



## **1. Extend the Grant Agreement with RCTV**

The current Grant Agreement with RCTV affords the Town the ability to unilaterally extend the term for a period of up to six months under the same terms and conditions. To extend the Grant Agreement, the Select Board must take a formal vote at an open meeting and send written notice to RCTV of its decision.

The current Grant Agreement with RCTV states that the PEG Funds shall be disbursed on the terms and conditions set forth in the Town's cable licensing agreements. The Comcast and Verizon cable license agreements with the Town require quarterly payments based on the revenues from the previous calendar quarter. Thus, if a six-month extension is provided, RCTV would be owed two quarters' worth of PEG Funds.

## **2. Execute a new Grant Agreement with RCTV**

The Board may execute a new Grant Agreement with RCTV. Critically, execution of a new Grant Agreement with RCTV does not require the Town to comply with the public bidding obligations of Chapter 30B, the Uniform Procurement Act, provided that the agreement does not result in the Town acquiring any capital infrastructure or equipment.

Briefly, Chapter 30B establishes procedures for the acquisition of supplies or services by local governmental bodies. The definition of "services" excludes "grant agreements," defined as "an agreement between a governmental body and an individual or nonprofit entity the purpose of which is to carry out a public purpose of support or stimulation instead of procuring supplies or services for the benefit or use of the governmental body."<sup>3</sup> Specifically, to fall within the scope of a "grant agreement," the agreement must provide "direct support or stimulation to the public" rather than "performing services for the [governmental body]."<sup>4</sup> The Office of the Inspector General (OIG) has stated:

[The grant agreement exemption is] applicable to a narrow set of circumstances wherein the governmental body is procuring goods and services not for the traditional purposes and benefit of the governmental body itself, but for some aspect of public stimulation. For example, a community that decides to hire a computer instructor to provide job development skills training to unemployed residents in the community is arguably not purchasing a service for itself, but is entering into a contract to facilitate support for the community as a whole. Of course, even when a service is possibly within an exemption to Chapter 30B, our Office encourages the use of a competitive process.<sup>5</sup>

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<sup>3</sup> G.L. c. 30B, § 2.

<sup>4</sup> OIG Procurement Bulletin v. 16, no. 1, Mar. 2010; see also, OIG Procurement Bulletin v. 12, no. 4, Dec. 2006 (A contract between a city and a childcare provider for the provision of childcare services to eligible residents is not subject to 30B because the services provided are to residents, not city employees.)

<sup>5</sup> OIG Procurement Bulletin v. 19, no. 3, Sept. 2013.

In comparison, the purchase of supplies or equipment to be owned by the Town would not fall under the definition of “grant agreement” for the purposes of Chapter 30B.<sup>6</sup>

RCTV is a nonprofit, and RCTV’s services required by the Grant Agreement—of providing PEG Programming—carry out a public purpose to support the community. Therefore, the services provided by RCTV are exempt from Chapter 30B’s requirements if administered through a grant agreement. While compliance with Chapter 30B is not required, the Board can always elect to engage in a public procurement process. The law does not preclude it from taking such additional steps.

Finally, as noted above, compliance with Chapter 30B is required to the extent that the Town will acquire any capital infrastructure or equipment through the agreement with RCTV. My understanding is that this is unlikely to occur, but I would like to flag it here.

### **3. Execute a new Grant Agreement with a Different Non-profit PEG Access Provider**

The Town could elect to find a different PEG Access provider. Compliance with Chapter 30B is not required, provided the new organization is a non-profit digital media organization whose objective is to support the education and informing of Reading citizens with regards to Town civic, educational, cultural and community matters.

The Fiscal Year 2026 budget includes an appropriation of \$520,000 from the PEG Cable Access Enterprise Fund. The Budget Book states:

Over the last 20+ years, the Town has outsourced PEG services to RCTV. The appropriation of this fund will allow the Town to use the PEG access fees collected from its cable providers to provide the necessary PEG services.

This language does not bind the Town to RCTV. The Town is only obligated to use the funds for allowable expenses and could grant the funds to a different PEG Access provider without the need for another Town Meeting vote.

As noted above, the Town’s current cable licenses with Verizon and Comcast include various notification provisions regarding the designation of a new PEG Access provider or PEG Access studio. The agreements with the cable licensees also dictate the manner of transmission. The Town should discuss the technical requirements with any proposed PEG Access provider to ensure the technical requirements can be satisfied.

### **4. Execute an Intermunicipal Agreement with Another Municipality for the Provision of PEG Programming**

The Town may execute an IMA with another community to provide PEG Access Services pursuant to G.L. 40, § 4A. Execution of this IMA does not require compliance with Chapter 30B.

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<sup>6</sup> OIG Procurement Bulletin v. 22 no. 3, July 2016 (“If the grant funds are used to secure services from a nonprofit or an individual and are for public support or stimulation, then the after-school services are not subject to Chapter 30B (although the supplies for the program still fall under Chapter 30B).”)

I am aware that Concord and Carlisle have executed an IMA for PEG Access services in the past. As noted above, the Town will need to work with the cable licensees to ensure the transition is carried out appropriately. From a funding perspective, the PEG Cable Access Enterprise Funds appropriated at the last Town Meeting may be used for allowable expenses pursuant to an IMA without a new Town Meeting vote.

**5. Provide PEG Services Through a Town Department.**

The Town could provide PEG Programming. The Town should be aware that the acquisition of equipment will require compliance with Chapter 30B, and may necessitate some level of public bidding. The Town would need to consider whether to establish a new Department or empower an existing Department to provide such services. The use of PEG Cable Access Enterprise Funds would also need to be reviewed to ensure that the funds appropriated at Town Meeting are used for allowable purposes.

In sum, the Select Board has a variety of options for it to consider relative to PEG Programming. There are, however, legal, financial, and practical considerations that need to be considered with each proposed path. I am happy to answer further questions and assist with next steps as the Board defines its goals for the continued provision of PEG Access services to the residents of Reading.

Sincerely,

A handwritten signature in black ink, appearing to read "Ivria Glass Fried", with a stylized, cursive script.

Ivria Glass Fried



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

**781-942-9043**  
**[townmanager@ci.reading.ma.us](mailto:townmanager@ci.reading.ma.us)**  
**[www.readingma.gov/town-manager](http://www.readingma.gov/town-manager)**

**To:** Philip Rushworth  
Reading Community Television, Inc.  
557 Main Street  
Reading, MA 01867

**From:** Bob LeLacheur

**Date:** November 9, 2021

**RE:** Audio-Visual Devices on Town Property – Meeting Requested

**CC:** Town Counsel Ivria Glass Fried; Dr. Tom Milaschewski; Amy Lannon; Kevin Furilla

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Dear Phil,

As you are aware, RCTV currently maintains audio-visual devices and equipment on Town property in order to facilitate the transmission, recording, and broadcasting of certain Town meetings or events, as outlined in the Town's contract with RCTV. It has come to light that RCTV has been using this equipment to transmit, record, or broadcast other meetings and events without the Town's prior approval. The Town is disturbed about these actions given the sensitive nature of various meetings and events occurring in rooms connected to RCTV's equipment. The Town views the use of RCTV's equipment to transmit, record, or broadcast Town meetings and events without its permission to, at minimum, be in violation of RCTV's agreement with the Town.


The Town recognizes that it benefits both RCTV and the Town for RCTV to maintain its equipment on Town property. However, the Town has serious concerns about the ability of RCTV to access and utilize this equipment without its knowledge. RCTV must put safeguards in place to prevent the use of its equipment outside Town approved times. Additionally, RCTV should install clear visual signs to alert Town staff and the public that RCTV's equipment is in active use. Lastly, recordings of any unapproved Town meeting or event held or maintained by RCTV should be immediately turned over to the Town and all copies destroyed.

The Town's Agreement with RCTV confers no right on RCTV to maintain equipment on Town property when not in use. The Town has previously allowed such equipment to remain in place, for RCTV's and the Town's convenience but it has become clear that continuation of that practice will require RCTV's adherence to prescribed procedures and guidelines. To that end, the Town would like to schedule a meeting to discuss its reservations, as well as the execution of an agreement governing RCTV's use of Town owned spaces. It is imperative for Town staff and the

public to understand when and to what extent RCTV may be transmitting, broadcasting, or recording from Town property.

The Town values RCTV as a partner in helping to increase public transparency and government access and appreciates RCTV's commitment to these goals during the pandemic. Please contact me to schedule a time to discuss.

Sincerely,

A handwritten signature in black ink, appearing to read 'Bob', with a long, sweeping horizontal stroke extending to the right.

Bob LeLacheur

## **RCTV Meeting - January 18th, 2021**

- George announces his resignation following tonight's meeting
- Kathi asks about Treasurer's Report for last 6 months: revenue from Comcast and Verizon down, but capital money gained in the last quarter. Payroll expenses appear significantly higher than normal, but Phil and Bruce working on updated budget – bottom line is favorable because of capital income.
- Selectmen School Committee Report: appears Reading has 15k in Federal relief funds for distribution to infrastructure, water, broadband, storage water, etc. A committee is being formed to examine allocation.
- Phil's report: meeting w/ new Town Manager on Thursday – will tour RCTV and discuss programming in the future.
- Phil met w/ former Town Manager and other officials who expressed concern over unsecured equipment – wants procedures put in place for mics, recordings, lighting, training for end-of-meetings, etc. Submitted letter from Town implied there was audio captured during filming without their knowledge. Threat of public exposure, but no action taken as of yet. Proposed master power switch to power down and kill the audio).
- Offered to remove cameras from the library as a robust solution for AA and voting.
- George spoke w/ Peabody Access TV about their move to a new space (they own their building). Feedback: smaller space, but more efficient. Process of moving takes a lot of effort and is much longer than anticipated. Spoke about maintaining non-profit status to secure additional funds and not rely on cable funding.
- Decision coming (October 2024) for RCTV to either renew lease or move – paying close to \$10,000 per month. Build-out is built into the lease. RCTV has 5,000 SF, but no green space for kids to stretch their legs during breaks. Consultant advised us to get out of lease. Board Committee must deliberate on the possibility of relocating to an address w/ open space. Want to avoid overpaying for insufficient space. Take into account utilization of space given current times.
- Owl Camera will allow for hybrid meetings – plan to start in March or April after COVID numbers fall.
- Motion to approve minutes from November's meeting – motion passed.

- Farewell to George
- Motion to adjourn for the evening – motion passed.

## **RCTV Equipment in Town Spaces - January 2022**

### **Select Board Room & Town Conference Room**

RCTV equipment in the room - Three robotic cameras in the select board room and a ceiling title microphone. There are two robotic cameras in the conference room. There is no permanent audio installed in the conference room. Wireless microphones are used in both spaces and put out before the start of a recording.

#### **Recommendation**

- Install master power switch installed control space for video, audio, and fiberoptic equipment
- (Optional) Install a wall-mounted monitor (one for each room) that has a direct feed from the recording device to monitor the live feed.
- Install on-air light connected to master power switch (will turn on when equipment is powered up)

### **Reading Public Library Community Room**

RCTV equipment in the room - Four robotic cameras installed in the community room. There is no permanent audio equipment installed in the room. Wireless microphones are added before recording in the space. The control space has power supplies for the robotic cameras and camera controller. RCTV installs portable video recording equipment (video switcher) before using the space.

#### **Recommendation**

- Master power switch installed control space for video, audio, and fiberoptic equipment.
- On-air light connected to master power switch (will turn on when equipment is powered up)
- (Optional) Install a wall-mounted monitor (one for each room) that has a direct feed from the recording device to monitor the live feed.

Or

- Remove Four robotic cameras from the community room and equipment from the control space.
- Install video and data wall plate connectors
- RCTV would install temporary video and audio equipment in the space before a recorded event. We would need access to the room two hours before recording.

### **RMHS Library**

There is no equipment permanently installed in the library meeting space. RCTV does have video and transmission equipment in the high school classroom space. RCTV installs portable video cameras and wireless microphones before recording in the space.

#### **Recommendation**

- Install master power switch installed control space for video, audio, and fiberoptic equipment
- (Optional) Install a wall-mounted monitor (one for each room) that has a direct feed from the recording device to monitor the live feed.
- Install on-air light connected to master power switch (will turn on when equipment is powered up)

On-air light and mounted monitors locations will be negotiated before installation. RCTV will pay for equipment and installation.



<b>June 24, 2025</b>			
	Pledge of Allegiance		7:00
	Overview of Meeting		
	Public Comment (for any items not included on the agenda)		7:05
	Town Manager Report		7:15
	Community Spotlight		
	Discuss and Vote to Approve Gift of Land off Waverley Road	<b>Chuck Tirone</b>	
	Eastern Gateway Priority Planning Update		
	Archive Room Dedication Request from the Historical Commission		
	Discuss Town Manager Goals		
	Discuss and Vote on Appointments of Boards & Committees		
	Discuss Potential Override/Budget Review (Recurring Discussion)		<b>10 mins</b>
	Select Board Liaison Reports		
	Future Agendas		
	Approve Meeting Minutes		
<b>July 15, 2025</b>			
	Pledge of Allegiance		7:00
	Overview of Meeting		
	Public Comment (for any items not included on the agenda)		7:05
	Town Manager Report		7:15
	Community Spotlight		
<b>Public Hearing</b>	PTTTF Arcadia Avenue Parking Amendments		
	Annual Update from Reading Ice Arena Authority		
	Discuss and Vote on Board & Committee FY26 Budget Requests		
	Select Board Liaison Reports		
	Future Agendas		
	Approve Meeting Minutes		
<b>August 5, 2025</b>			
	Pledge of Allegiance		7:00
	Overview of Meeting		
	Public Comment (for any items not included on the agenda)		7:05
	Town Manager Report		7:15
	Community Spotlight		
	Select Board Liaison Reports		
	Future Agendas		
	Approve Meeting Minutes		

<b>August 26, 2025</b>			
	Pledge of Allegiance		7:00
	Overview of Meeting		
	Public Comment (for any items not included on the agenda)		7:05
	Town Manager Report		7:15
	Community Spotlight		
	Select Board Liaison Reports		
	Future Agendas		
	Approve Meeting Minutes		
<b>September 9, 2025</b>			
	Pledge of Allegiance		7:00
	Overview of Meeting		
	Public Comment (for any items not included on the agenda)		7:05
	Town Manager Report		7:15
	Community Spotlight		
	Select Board Liaison Reports		
	Future Agendas		
	Approve Meeting Minutes		
<b>September 23, 2025</b>			
	Pledge of Allegiance		7:00
	Overview of Meeting		
	Public Comment (for any items not included on the agenda)		7:05
	Town Manager Report		7:15
	Community Spotlight		
	Close Warrant: Subsequent Town Meeting		
	Select Board Liaison Reports		
	Future Agendas		
	Approve Meeting Minutes		
<b>October 7, 2025</b>			
	Pledge of Allegiance		7:00
	Overview of Meeting		
	Public Comment (for any items not included on the agenda)		7:05
	Town Manager Report		7:15
	Community Spotlight		
	Select Board Liaison Reports		
	Future Agendas		
	Approve Meeting Minutes		
<b>October 21, 2025</b>			
	Pledge of Allegiance		7:00
	Overview of Meeting		

	Public Comment (for any items not included on the agenda)		7:05
	Town Manager Report		7:15
	Community Spotlight		
	Select Board Liaison Reports		
	Future Agendas		
	Approve Meeting Minutes		
<b>November 4, 2025</b>			
	Pledge of Allegiance		7:00
	Overview of Meeting		
	Public Comment (for any items not included on the agenda)		7:05
	Town Manager Report		7:15
	Community Spotlight		
	Select Board Liaison Reports		
	Future Agendas		
	Approve Meeting Minutes		
<b>November 10, 2025</b>	<b>Town Meeting</b>		
<b>November 13, 2025</b>	<b>Town Meeting</b>		
<b>November 17, 2025</b>	<b>Town Meeting</b>		
<b>November 20, 2025</b>	<b>Town Meeting</b>		
<b>December 2, 2025</b>			
	Pledge of Allegiance		7:00
	Overview of Meeting		
	Public Comment (for any items not included on the agenda)		7:05
	Town Manager Report		7:15
	Community Spotlight		
	Approve Annual Licenses		
	Select Board Liaison Reports		
	Future Agendas		
	Approve Meeting Minutes		
<b>December 3, 2025</b>			
	Pledge of Allegiance		7:00
	Overview of Meeting		
	Public Comment (for any items not included on the agenda)		7:05
	Town Manager Report		7:15
	Community Spotlight		
	Budget Presentations		
	Select Board Liaison Reports		
	Future Agendas		
	Approve Meeting Minutes		
<b>December 9, 2025</b>			
	Pledge of Allegiance		7:00

	Overview of Meeting		
	Public Comment (for any items not included on the agenda)		7:05
	Town Manager Report		7:15
	Community Spotlight		
	Budget Presentations		
	Select Board Liaison Reports		
	Future Agendas		
	Approve Meeting Minutes		

Select Board Meeting – May 27, 2025, 7:00 pm

Open Session

Town Hall Select Board Meeting Room

Members Present: Chris Haley, Melissa Murphy, Karen Rose-Gillis, Carlo Bacci (7:35pm), Karen Gately Herrick

Others Present: Town Manager Matt Kraunelis, Assistant Town Manager Jayne Wellman, CFO Sharon Angstrom (remote), Treasurer/Assistant CFO Diane Morabito (remote), DPW Director Chris Cole, Assistant DPW Director Mike Kessman, Technology Director Kevin Furilla (remote), Town Clerk Laura Gemme (remote), Matthew Abrahams (remote), Angela Binda, Bob Holmes, Kathi Crook, Geoffrey Coram, Nancy Docktor, Taylor Gregory, Linda Snow Dockser, Richard Keogh, Kathi Crook, Stephen Crook, Everett Blodgett, Virginia Blodgett, Ace Foulds, Alan Foulds, Kendra Cooper, Bruce Cooper, Bob Beckman, Rita Robertson, Matt Sullivan, Laura Stella (remote), A. Stith (remote), Margaret Donnelly Moran (remote), Christopher R. Cook (remote), Johnathan Barnes (remote), Balram (remote), Sarah B (remote).

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This meeting was held in-person in the Town Hall Select Board Meeting Room and remotely via Zoom.

Chair Chris Haley called the meeting to order at 7:00 pm.

#### **Procedural Update from the Chair**

Chris Haley shared updates to how he and Co-Chair Melissa Murphy will run meetings including beginning meetings with the Pledge of Allegiance, including motions in the packet, allowing comments from the public on all agenda items, discussing and voting on agenda items at the same meeting, adding email communications to the packet, adding Community Spotlight, limiting presentations to ten minutes or less, and running of the meetings will alternate between Mr. Haley and Ms. Murphy.

#### **Public Comment (for any items not included on the agenda)**

Angela Binda of 10 Orchard Park Drive shared details of the Pride Parade event scheduled for June 7<sup>th</sup>.

Nancy Docktor of 371 Pearl Street thanked those who attended the tree planting on the 26th, and the Tree Warden and DPW crew for planting 300 trees. She also noted that she renewed her RCTV membership and advocated for Chair involvement in VASC interviews.

Bob Holmes stated that this will be his last meeting covering the Select Board for the Daily Times Chronicle.

Linda Snow Dockser of Beaver Road thanked Mr. Holmes for his articles over the years, and expressed her appreciation for RCTV and their services.

Taylor Gregory of Pleasant Street spoke in support of RCTV and their services.

### **Town Manager Report**

Town Manager Matt Kraunelis highlighted the Memorial Day ceremony this past weekend, and the upcoming Police Department Open House. He thanked artist Rob Surette for the new portrait of Harriet Tubman, which has been added to the Hero Art Series in the Select Board Room. The Green Communities process is almost complete. He apologized for the inconveniences at the recent rigid plastic collection event, which saw an overwhelming response, and space ran out. He noted additional pickup and collection events scheduled.

Assistant Town Manager Jayne Wellman shared that the Town received its designation that it is compliant with the MBTA Communities law. The Request for Proposals (RFP) for the next trash and recycling contract has been issued, and the contract is expected to be awarded in August or September. Following the passage of the debt exclusion votes, the Permanent Building Committee and Killam School Building Committee are continuing with their meetings.

### **Community Spotlight**

Town Manager Matt Kraunelis highlighted that this week is both National EMS Week and National Public Works Week. He shared letters written to each department thanking them for their incredible work all year-round.

Mr. Kraunelis also welcomed new business, Presence and Company at 557 Main Street, which will be holding their ribbon cutting and open house on June 16<sup>th</sup>.

### **Discuss and Vote to Authorize Short-Term Debt Related to the High School Field House Improvements**

Assistant CFO Diane Morabito and CFO Sharon Angstrom presented the request for short-term borrowing for \$3 million for improvements to the High School Field House floor and bleachers. This is a short-term bond anticipation note (BAN), so the project can begin in June, with permanent borrowing to pay back the BAN coinciding with the borrowing in January for the Killam and Reading Center for Active Living (ReCAL) projects.

**Karen Gately Herrick moved to dispense with the reading of the motion. The motion was seconded by Melissa Murphy and approved by a vote of 5-0.**

**Karen Rose-Gillis moved to approve the authorizing of short-term debt related to the High School Field House improvements. The motion was seconded by Melissa Murphy and approved by a vote of 5-0.**

### **Preview FY26 Water and Sewer Rates**

Matthew Abrahams from the Abrahams Group presented an update on the water and sewer enterprise funds and discussed potential rate changes for FY2026. The Select Board reviewed the water and sewer rate studies, which included 10-year projections, with options for rate increases ranging from 0% to 3.25% annually. The Board discussed how retained earnings could cover deficits through FY29 but not beyond, prompting the need for rate action to ensure long-term sustainability. The Board requested an additional scenario showing a 1% rate increase for the public hearing at the next meeting.

### **Public Hearing: Discuss and Vote on FY26 Non-Union Classification & Compensation Plan**

Chair Chris Haley opened the Public Hearing and Karen Rose-Gillis read the Hearing Notice.

Town Manager Matt Kraunelis noted the changes to the classification plan including the addition of the Volunteer Coordinator and the reclassification of the GIS Administrator to the GIS and Database Administrator.

**Karen Rose-Gillis moved to close the Public Hearing regarding the FY26 Non-union Classification and Compensation Schedule. The motion was seconded by Karen Gately Herrick and approved by a vote of 5-0.**

**Karen Rose-Gillis moved to approve the FY26 Non-union Classification and Compensation Schedules as presented. The motion was seconded by Melissa Murphy and approved by a vote of 5-0.**

### **Arbor Day Proclamation, April 25th, to Maintain Tree City USA Designation**

Town Manager Matt Kraunelis noted that although Arbor Day has passed, in order to maintain the Tree City USA designation, a proclamation from the Select Board is required.

Karen Rose-Gillis read the Arbor Day Proclamation.

**Karen Rose-Gillis moved to proclaim April 25, 2025 as Arbor Day in the Town of Reading. The motion was seconded by Karen Gately Herrick and approved by a vote of 5-0.**

### **Discuss Liaison Assignments**

The Select Board reviewed the list of liaison assignments to volunteer Boards and Committees and made several updates to the list. They clarified that while attending all committee meetings in person is ideal, Board members should focus on making meetings when time permits, and Chairs can reach out directly to the Board if needed.

### **Discuss Charge for Master Plan Committee**

The Select Board discussed the creation of a Master Plan Committee. The Chair of the Community Planning and Development Commission (CPDC) suggested not all five CPDC members may want to serve due to the workload. The Board is waiting for CPDC's June meeting to get more input before finalizing the committee composition and charge. They are also exploring funding options, including potentially combining aspects with the facilities master plan to save money. The Board agreed to revisit this topic after CPDC's meeting to determine next steps.

### **Discuss RCTV Contract Renewal**

Town Manager Matt Kraunelis explained that the contract with Reading Community Television (RCTV) expires at the end of June. The Town can either renew the contract, or put out a Request for Proposals (RFP) for a new provider of local cable access services. Several Board members expressed concern about RCTV's performance and leadership, and disappointment with RCTV's lack of innovation, limited outreach, and failure to cover important events, like the recent election. The Board decided not to renew RCTV's contract



immediately but will continue discussions and explore options for providing community television services.

Several members from the public, including Kathi Crook, Geoffrey Coram, Ace Foulds, Bob Beckman, Everett Blodgett, Rita Robertson, Matt Sullivan, Bruce Cooper, Linda Snow-Dockser, Kendra Cooper, and Stephen Crook, spoke in favor and support of RCTV.

### **Discuss Pleasant Street Center Appraisal**

The Select Board reviewed the recent property appraisal of the Pleasant Street Center for \$965,000, and expressed concerns about the valuation, which was lower than anticipated. They briefly discussed options such as selling, leasing, or repurposing the property. They agreed to get a second opinion on the appraisal.

### **Discuss and Vote on Select Board Policy Article 1, Section 1.4 Communication**

Due to an error with the version of the Policy included in the packet, the Board agreed to address this item at their next meeting.

### **Discuss Select Board Retreat**

Staff will research possible dates and send a Doodle Poll to schedule a Select Board retreat to come up with shared goals.

### **Select Board Liaison Reports**

Karen Rose-Gillis shared that she attended the Korean Ambassador Peace Medal Ceremony, planted trees in the Town Forest, attended Town Meeting, and attended the Memorial Day ceremony at all four cemeteries.

Karen Gately Herrick praised the Veterans Services Officer for planning the Memorial Day ceremony, noted the upcoming event honoring the anniversary of Lafayette's visit to Reading, spoke with the Climate Advisory Committee about coming up with a tree bylaw, and attended the unveiling of a 15-megawatt power battery center in North Reading.

Melissa Murphy stated that she attended the CPDC meeting where they discussed elements of phase II of the Birch Meadow project, and attended the Police and Fire promotion ceremony. She also expressed her excitement that both the Killam School and

ReCAL projects both at Town Meeting and on the ballot, and noted the importance of keeping a close eye on the budget of both projects.

Chris Haley stated that he attended the Maillet Sommes & Morgan clean-up event and the Memorial Day celebration. He also noted that the Police Department is assisting with the planning of the event to honor the anniversary of General Lafayette's visit to Reading.

### **Future Agendas**

Future agendas will include a discussion on Airbnb status, discussion on the bylaw for fences for sports, a discussion on the Town budget, a proclamation for Pride Month, and a continuation on the discussion on RCTV.

### **Discuss and Vote to Approve Prior Meeting Minutes**

**Karen Rose-Gillis moved to approve the April 14, 2025 and April 28, 2025 meeting minutes as presented. The motion was seconded by Karen Gately Herrick and approved by a vote of 5-0.**

**Carlo Bacci moved to adjourn at 11:00 pm. The motion was seconded by Melissa Murphy and approved by a vote of 5-0.**

Select Board Meeting – June 3, 2025, 7:30 pm

Open Session

Virtual – Zoom

Members Present: Chris Haley, Melissa Murphy, Karen Rose-Gillis, Carlo Bacci, Karen Gately Herrick

Others Present: Town Manager Matt Kraunelis, Executive Assistant Jacquelyn LaVerde

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This meeting was held remotely via Zoom.

Chair Chris Haley called the meeting to order at 7:30 pm.

Roll call Attendance: Melissa Murphy, Karen Rose-Gillis, Karen Gately Herrick, Carlo Bacci, Chris Haley.

**Discuss and Vote on Pride Month Resolution**

Karen Rose-Gillis read the Reading Select Board Resolution for Pride Month.

**Karen Rose-Gillis moved that June 2025 be recognized as Pride Month in the Town of Reading. The motion was seconded by Karen Gately Herrick and approved by a unanimous roll call vote of 5-0.**

**Roll call vote: Carlo Bacci – Yes, Melissa Murphy – Yes, Karen Rose-Gillis – Yes, Karen Gately Herrick – Yes, Chris Haley – Yes.**

**Karen Rose-Gillis moved to adjourn at 7:35 pm. The motion was seconded by Karen Gately Herrick and approved by a unanimous roll call vote of 5-0.**

**Roll call vote: Carlo Bacci – Yes, Melissa Murphy – Yes, Karen Rose-Gillis – Yes, Karen Gately Herrick – Yes, Chris Haley – Yes.**