# Subsequent Town Meeting



Report on the Warrant

November 10, 2025

# **Subsequent Town Meeting**

# **Report on the Warrant**

# **November 10, 2025**

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# **COMMONWEALTH OF MASSACHUSETTS**

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

notified and warned meet at the place ar	larrant, I <u>Laura A Geme</u> , on <u>September 18</u> 2025 the inhabitants of the Town of Reading, qualified to vote on Town affairs, to ad at the time specified by posting attested copies of this Subsequent Town he following public places within the Town of Reading:
Precinct 1	J. Warren Killam School, 333 Charles Street
Precinct 2	Reading Police Station, 15 Union Street
Precinct 3	Reading Municipal Light Department, 230 Ash Street
Precinct 4	Joshua Eaton School, 365 Summer Avenue
Precinct 5	Reading Public Library, 64 Middlesex Avenue
Precinct 6	Barrows School, 16 Edgemont Avenue
Precinct 7	Birch Meadow School, 27 Arthur B Lord Drive
Precinct 8	Wood End School, 85 Sunset Rock Lane
	Town Hall, 16 Lowell Street
The date of posting the date set for Town	being not less than fourteen (14) days prior to Monday, November 10, 2025, n Meeting in this Warrant.
A true copy Attest:  Laura Gemme, Tow	Jeme on Clerk

# TOWN WARRANT



# COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

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

In the name of the Commonwealth of Massachusetts, you are hereby required to notify and warn the inhabitants of the Town of Reading, qualified to vote in the Local Elections and Town affairs, to meet at the Reading Memorial High School Performing Arts Center, 62 Oakland Road, in said Reading, on Monday, November 10, 2025 at seven-thirty o'clock in the evening, at which time and place the following articles are to be acted upon and determined exclusively by Town Meeting Members in accordance with the provisions of the Reading Home Rule Charter.

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

Select Board

**<u>Background</u>**: This article appears on the Warrant for all Town Meetings.

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

Select Board

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

**ARTICLE 3** To see if the Town will vote to amend the FY 2026-36 Capital Improvements Program as provided for in Section 7-7 of the Reading Home Rule Charter and as previously amended, or take any other action with respect thereto.

Select Board

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

The following changes are proposed to the FY2026 – FY2036 CIP (current year plus ten years):

# **General Fund**

# FY26: +\$698,000 net change

- \$ 200,000 RMHS Lighting Control Upgrade
- \$ 180,000 Parker MS Auditorium Lighting Upgrade (Increase by \$180k to 230K)
- \$ 150,000 Pumper Engine #2 (Increase by \$150k to \$1.3 million)
- \$ 240,000 Transition to Zoll ALS Defibrillator Monitor System (Increase by \$240k to \$310k)
- \$ 72,000 Road Paving (Decrease by \$72k to \$576k, Extra Ch. 90 Funds coming in.)

# FY27: -\$221,500 net change (Reduce Capital/Debt Spending from 5% to 4.75%)

- \$200,000 Facilities Master Plan (Moved from FY27 to FY28)
  - \$ 17,000 Fire Station # 1 Main Street Elevator Replacement (Increase \$17K to \$300k)
- \$ 55,000 Electrician's Van Ford E350 (2014) (Moved from FY27 to FY29)
  - \$ 65,000 Bobcat Skid S130 (2008) (Moved from FY29 to FY27)
  - \$ 80,000 Servers for Building Security System for Town and Schools
- \$ 5,000 Town Technology (Decrease by \$5k to \$125k)
- \$45,000 Ambulance Equipment (Move from FY27 to FY28)
- \$ 80,000 Fire Pickup Truck #1 (2012) (Moved from FY27 to FY28)
  - \$ 50,000 Fire Turnout Gear (Increase by \$50k to \$350k)
  - \$100,000 Parks Tractor JD4520 (2012) (Increase by \$20k to \$100k & moved fr. FY29 to FY27)
  - \$ 12,500 Cemetery SKAG Mower (2012) (Moved from FY28 to FY27)
- \$40,000 Sidewalk/Curb/Ped. Safety (Reduce by \$40k to \$120k)
- \$ 25,000 Skim Coating & Crack Seal Patch (Reduce by \$25k to \$100k)
- \$ 96,000 Road Paving (Reduce by \$96k to \$685k)

#### FY28: \$144,000 net change

- \$200,000 Facilities Master Plan (Moved from FY27 to FY28)
- \$ 73,000 Town Hall Elevator Replacement (Increase by \$73k to \$325k)
- \$ 75,000 Coolidge MS HVAC Steam Traps (Moved from FY28 to FY29)
- \$ 70,000 Carpet/Flooring (Moved from FY28 to FY29)
- -\$ 40,000 School Doors/Windows (Moved from FY28 to FY30)
- \$ 45,000 Ambulance Equipment (Moved from FY27 to FY28)
- \$ 80,000 Fire Pickup Truck #1 (2012) (Moved from FY27 to FY28)
- \$ 80,000 Police Unmarked Vehicles (Moved from FY27 to FY28)
- \$120,000 DPW Dump Truck C2 (2012) (Moved from FY29 to FY28)
- \$ 24,000 Cemetery SKAG Mower (2017) (Moved from FY28 to FY29)
- \$ 12,500 Cemetery SKAG Mower 48" (2016) (Moved from FY28 to FY29)
- \$ 12,500 Cemetery SKAG Mower 36" (2012) (Moved from FY28 to FY27)
- \$ 30,000 Parks SKAG TT Mower #5 (2017) (Moved from FY28 to FY29)
- \$175,000 Parks Toro 5910N Mower (2014) (Moved from FY28 to FY29)
- -\$ 40,000 Parks Smith Co 60 Turf Sweeper (2016) (Moved from FY28 to FY31)
- \$125,000 Sidewalk/Curb/Ped. Safety
- -\$ 25,000 Skim Coating & Crack Seal Patch

\$ 85,000 Road Paving (Increase by \$85k to \$685k)

# **Enterprise Funds – Water**

FY26: +\$0

FY27: +\$50,000

\$ 50,000 Water Truck #14(Increase by \$50k to \$350k)

FY28: +\$0

# **Enterprise Funds – Sewer**

FY26: +\$0

FY27: +\$10,000

\$ 10,000 Sewer Pickup Truck #8 (2016) (Increase by \$10k to \$110k)

FY28: +\$0

# **Enterprise Funds – Storm Water**

FY26: +\$0

FY27: +\$0

FY28: +\$0

**Finance Committee Report**: The Finance Committee recommends the proposed amendments to the FY 2026 – FY 2036 Capital Improvements Program by a vote of 8-0 at their meeting on October 15, 2025. Placing items in the Capital Improvement Program is a prerequisite first step but in itself does not authorize spending funds toward these items.

Bylaw Committee Report: No Report.

ARTICLE 4 To see if the Town will vote to amend the Town's Operating Budget for the Fiscal Year commencing July 1, 2025, as adopted under Article 11 of the Annual Town Meeting of April 28, 2025; and to see if the Town will vote to raise and appropriate, borrow or transfer from available funds, or otherwise provide a sum or sums of money to be added to the amounts appropriated under said Article, as amended, for the operation of the Town and its government, or take any other action with respect thereto.

Finance Committee

# **Background:**

Account Line	<u>Description</u>	<u>Decrease</u>	<u>Increase</u>
B99 – Benefits	Health Insurance +\$305,000		\$215,000
	Worker Comp -\$ 90,000		
C-99- Capital	See Article 3		\$698,000
D-99- Debt	Borrowings delayed until Jan 2026	\$698,000	
E99 –	NERMVS +\$240,000 operating budget went up		\$240,000
Regional	over 10.18% in FY26, and we have more		
Vocational	students going there, giving us a larger share of		
Education	the debt on the new building and the operating		
	budget than projected		
F99- FINCOM	Reimbursement for Public Safety Radio		50,000
Reserves	amplification work for the HS		
J92 – Public	Health - Rodent Control		50,000
Safety			
Expenses			
	Subtotals	\$698,000	\$1,253,000
	Net Operating Expenses		
	From Free Cash		\$355,000
	From Additional State Aid		\$200,000

<u>Finance Committee Report</u>: At their meeting on October 15, 2025, the Finance Committee voted 8-0 to recommend this Article to Town Meeting.

**Bylaw Committee Report**: No Report.

**ARTICLE 5** To see if the Town will vote to rescind, reallocate, and transfer \$198,681.73 or any other sum of money, from previously approved appropriations, for the purpose of paying any and all costs associated with certain projects, as itemized and described below:

Original Project	Original Town Meeting Approval	Amount to be Reallocated	New Purposes
Police Station Renovation	10/18/21	\$1,302.63	Killam School Building Project
Energy Improvements II	10/18/21	\$17,977.73	ReCAL Project
Parker Roof	4/26/21	\$42,447.62	ReCAL Project
Building Security Project	4/22/19	\$13,996.56	ReCAL Project
Turf II Improvements	4/22/19	\$882.00	Killam School Building Project
RMHS Turf/Track	4/26/21	\$13.29	Killam School Building Project
BM Field Lighting Design	4/27/15	\$28,349.21	ReCAL Project
Library Renovations	1/28/13	\$93,712.69	Killam School Building Project
	Total:	\$198,681.73	

or take any other action with respect thereto.

Select Board

**Background:** The chart above details the amount remaining from completed capital projects funded by debt. When a project is financed with debt, the remainder can only be transferred to another project with similar or greater borrowing terms. The two building projects qualify to receive the transfer from these projects. This article seeks to transfer \$95,910,61 to the Killam project and \$102,771.12 to the Reading Center for Active Living project. Transferring these balances will not increase the budgets of the projects but will reduce the borrowing needed for these projects.

<u>Finance Committee Report</u>: At their meeting on October 15, 2025, the Finance Committee voted 8-0 to recommend this Article to Town Meeting with a recommended amendment to reallocate all funds to the Killam School Building Project to minimize interest on longer-term borrowing.

**Bylaw Committee Report**: No Report.

**ARTICLE 6** To see if the Town will vote to raise and appropriately transfer from available funds, borrow or otherwise provide a sum or sums of money to pay bills remaining unpaid from prior fiscal years for goods and services actually rendered to the Town, or take any other action with respect thereto.

Select Board

**Background:** We currently have two prior-year invoices. One is from the City of Woburn for \$3,245; the bill covers residential sewer charges from January 2025 to June 2025 for 22 residents of Reading who are connected to the Woburn Sewer System. The bill was received on October 1<sup>st</sup> after our fiscal year had closed. If approved, the funding would come from the sewer certified surplus.

The second is a reimbursement request for \$246.03 from a Nextstep volunteer for improvements made to the Mattera Cabin deck in June. My office received the reimbursement request on October 1st. The funding to cover this reimbursement would come from free cash.

<u>Finance Committee Report</u>: At their meeting on October 15, 2025, the Finance Committee voted 8-0 to recommend this Article to Town Meeting.

Bylaw Committee Report: No Report.

ARTICLE 7 To see if the Town will vote to adopt G.L. c. 60 § 3F, which authorizes the Town to designate a place on municipal property tax bills or motor vehicle excise bills or mail with such bills a separate form whereby taxpayers may voluntarily check off, donate and pledge an amount of money which shall increase the amount already due to establish to fund a municipal veterans assistance fund, or to take any other action with respect thereto.

Select Board

<u>Background</u>: Massachusetts General Law Chapter 60 Section 3F allows municipalities to designate a space on property tax or motor vehicle excise tax bills, where taxpayers may voluntarily check off and pledge an additional amount to be deposited into a special Municipal

Veterans Assistance Fund. The Fund will be managed by the local Veterans' Agent, and the money invested by the Treasurer. Money in the fund shall be used to provide support for veterans and their dependents in need of immediate assistance with food, transportation, heat and oil expenses.

<u>Finance Committee Report</u>: At their meeting on October 15, 2025, the Finance Committee voted 8-0 to recommend this Article to Town Meeting.

**Bylaw Committee Report**: At their meeting on October 9, 2025, the Bylaw Committee voted 4-0 to recommend this Article to Town Meeting.

**ARTICLE 8** To see if the Town will vote to amend the Reading Home Rule Charter as follows, with text to be inserted shown as bold, italicized, and underline, and text to be deleted shown with a strikethrough, subject to approval by the voters at an election:

#### **Preamble**

We, the people of The Town of Reading, in order to re-establish our individual sovereignty with respect to the conduct of our local government and to take the fullest advantages inherent in the Home Rule Amendment to the Constitution of the Commonwealth of Massachusetts, do hereby adopt the following Home Rule Charter for the Town of Reading.

#### ARTICLE 1 EXISTENCE, AUTHORITY AND DEFINITIONS

#### 1.1 Incorporation

The inhabitants of the Town of Reading, within the territorial limits established by law, shall continue to be a body corporate and politic under the name "Town of Reading."

#### 1.2 Division of Powers

Authority for the management of all the fiscal, prudential and municipal affairs of the Town shall be vested in an executive branch headed by a Board of Selectmen Select Board and administered by a Town Manager. A representative Town Meeting shall exercise all legislative powers of the Town.

#### 1.3 Powers of the Town - Intent of the Voters

It is the intent and the purpose of the voters of the Town of Reading, through the adoption of the Charter, to secure for the Town all of the powers possible to secure under the Constitution and statutes of the Commonwealth of Massachusetts, as fully and as completely as though each such power were specifically and individually enumerated herein.

#### 1.4 Interpretation of Powers

The powers of the Town under the Charter shall be construed and interpreted liberally in favor of the Town, and the specific mention of any particular power is not intended to limit in any way the general powers of the Town as set forth in Section 1.3.

#### 1.5 <u>Intergovernmental Relations</u>

The Town, acting by and through its Board of Selectmen **Select Board**, may enter into agreements with any other unit of government to perform jointly or in cooperation, by contract or otherwise, any of its powers or functions

#### 1.6 Definitions

Unless another meaning is clearly apparent from the manner in which the term is used, the following terms used in the Charter shall have the following meanings:

**Board or Committee** – The term "board or committee" shall mean any board, committee, commission, authority, or council of the Town, however created, elected, appointed or otherwise constituted.

**Charter** – The term "Charter" shall mean the Town of Reading Home Rule Charter.

**Ex officio** - The term "ex officio" shall refer to <u>a</u> member<u>s</u> of any board or committee who serves by virtue of his <u>their</u> office or position. A person serving as an ex officio member on more than one board or committee shall not be required to take an additional oath of office to serve in such capacity.

**Library** – The term "Library" shall mean the Reading Public Library and any branch or branches thereof that may be established.

**Local News Medium** – The term "local news medium" shall mean a newspaper, <u>the</u> <u>official town website</u> or other means or channel of information communication to which the general public has access within the Town.

**Majority Vote** – As applied to the Town Meeting, Committees thereof and precinct meetings, the term "majority vote" shall mean the affirmative vote of a majority of those present and voting provided that a quorum of the body is present. As applied to all other boards or committees, the term shall mean the affirmative vote of a majority of the number of members specified in the Charter, Town Bylaw or other enabling vote or action creating such board or committee.

**Precinct** – The term "precinct" shall mean the areas into which the Town is divided for the purpose of electing Town Meeting Members.

**Town** - The term "Town" shall mean the Town of Reading.

**Town Agency** - The term "Town Agency" shall mean any board or committee, department or office of the Town, however created, elected, appointed or otherwise constituted.

**Town Meeting** - The term "Town Meeting" shall mean the representative Town Meeting of the Town, established by Article 2.

**Town Officer** - The term "Town Officer" shall mean an elected or appointed official of the Town who, in the performance of his the duties of their office, exercises some portion of the sovereign power of the Town, whether great or small; provided, however, that the term shall not include a Town Meeting Member; and provided further that a person may be a Town Officer whether or not he that person receives any compensation for his their services.

**Voters** - The term "Voters" shall mean the registered voters of the Town.

#### ARTICLE 2 REPRESENTATIVE TOWN MEETING

# 2.1 Composition

The legislative body of the Town shall be a representative Town Meeting consisting of one hundred ninety-two (192) members from eight (8) precincts who shall be elected by the voters in each precinct.

Each precinct shall be equally represented in Town Meetings by members elected so that the term of office of one-third of the members shall expire each year.

#### 2.2 Revision of Precincts

When required by law or every ten (10) years, the Board of Selectmen Select Board shall review and, if necessary, re-divide the territory of the Town into eight (8) plainly designated precincts. The precincts shall be divided into as nearly an equal number of inhabitants as possible. The territory of each precinct shall be contiguous and as compact as possible. The territory of each precinct shall be defined, where reasonably possible, by the centerline of known streets or other well-defined limits.

Within ten (10) days of completing its review, the Board of Selectmen <u>Select Board</u> shall file a report with the Town Clerk and the Board of Registrars of Voters, showing any revisions to the precincts that are being made pursuant to this section. If revisions are being made, the report shall include a map showing the boundaries of each precinct and a list of its inhabitants' names and addresses. The <u>Board of Selectmen</u> <u>Select</u> <u>Board</u> shall also post the map and list in the Town Hall and in at least one public place in each precinct.

Any such precinct revision shall be effective on the date it is filed with the Town Clerk. The Town Clerk shall forthwith notify the Secretary of State of the revision in writing.

#### 2.3 Town Meeting Membership

At the first Town wide election after any precincts are revised, the voters of each precinct shall elect twenty-four (24) Town Meeting Members to represent the precinct. Terms of office shall be determined by the number of votes received. The eight (8) candidates receiving the highest number of votes shall serve for three (3) years, the eight (8) receiving the next highest number of votes shall serve for two (2) years, and the eight (8) candidates receiving the next highest number of votes shall serve for one (1) year from the day of election. Upon the certification of such election, the term of office of all previously elected Town Meeting members shall cease.

At each Annual Election thereafter, the voters in each precinct shall elect eight (8) Town Meeting Members to represent the precinct for a term of three (3) years, and shall also elect Town Meeting Members to fill any vacant unexpired terms. After each election of Town Meeting Members, the Town Clerk shall notify each Town Meeting Member of his-their election in writing.

In the event of a tie vote, resulting in a failure to elect the full number of Town Meeting Members in any precinct, the vacancy created thereby shall be filled until the next Annual Town Election by a vote of the remaining Town Meeting Members of the precinct, provided, however, that the balance of any unexpired term shall be filled at the next Annual Town Election. In the event of such a vacancy, the Town Clerk shall give written notice of the tie vote and the vacancy created thereby, to the remaining Town Meeting Members of that precinct and shall publish such notice in the local news medium. Such notice shall provide at least seven (7) day's advance notification of the time and place for a precinct meeting for the purpose of filling the vacancy.

#### 2.4 Town Meeting Sessions

All representative Town Meeting sessions shall be limited to the Town Meeting Members elected pursuant to Section 2.3, together with the duly elected Moderator. The Town Clerk shall notify the Town Meeting Members of the time and place at which representative Town Meeting sessions are to be held, the notices to be sent at least seven (7) days (see Section 8.5) before the meeting. The Town Meeting Members shall be the judges of the election and qualification of their members. A majority of the Town Meeting Members shall constitute a quorum for doing business. However, a smaller number may organize temporarily and may adjourn from time to time, but no Town Meeting shall adjourn over the date of an election of Town Meeting Members. All Town Meeting sessions shall be public.

# 2.5 Nomination Procedures

Nomination of candidates for Town Meeting Member shall be made by nomination papers bearing no political designation and signed by not fewer than ten (10) voters from the candidate's precinct. Nomination papers shall be obtained in person and signed by the candidate in the presence of the Town Clerk or designee. Completed nomination papers shall be filed with the Town Clerk at least thirty-five days (35) days before the election.

#### 2.6 Vacancies

A Town Meeting Member may resign by filing a written notice with the Town Clerk. A Town Meeting Member who terminates residency in the Town shall cease to be a Town Meeting Member. A Town Meeting Member who moves his <u>their</u> residence from the precinct from which he <u>they were</u> was elected to another precinct shall serve only until the next Annual Town Election.

If any person elected as a Town Meeting Member fails to attend one-half or more of the total Town Meeting sessions within one year preceding the most recent Annual Town Election, his **their** seat may be declared vacant by a majority vote of the Town Meeting.

The Board of Selectmen Select Board shall place an Article on the Annual Town Meeting Warrant to remove any such Town Meeting Member from office. At least seven (7) days prior to the Annual Town Meeting, the Town Clerk shall notify any such Town Meeting Member that he they may be removed from office, provided, however, that such notice shall be deemed adequate if mailed postage prepaid to the Town Meeting Member's last known address.

Any vacancy in a Town Meeting position may be filled until the next Annual Town Election by a vote of the remaining Town Meeting Members of the precinct, provided, however, that the balance of any unexpired term shall be filled at the next Annual Town Election. In the event of a vacancy, the Town Clerk shall give written notice thereof to the remaining Town Meeting Members of the precinct and shall publish such notice in a local news medium. Such notice shall provide at least seven (7) day's advance notification of the time and place for a precinct meeting for the purpose of temporarily filling the vacancy.

#### 2.7 Precinct Meetings

The Town Meeting Members of each precinct shall meet at least annually and shall elect a Chair and a Clerk. A majority of the Town Meeting Members of the precinct serving at the time of the precinct meeting shall constitute a guorum thereof. A

majority vote cast at a precinct meeting shall be sufficient to fill vacancies, elect a Chair or Clerk, or conduct other business. The Chair or Clerk shall certify any vote taken at a precinct meeting to the Town Clerk.

## 2.8 Compensation

Town Meeting Members shall serve without compensation.

#### 2.9 **Presiding Officer**

A Moderator, chosen in accordance with the provisions of Section 3.6, shall preside at all sessions of the Town Meeting. The Moderator shall regulate the proceedings of all Town Meeting sessions, decide all questions of order and make public declaration of all votes. He *The Moderator* may also administer the oath of office to any Town Officer and to Town Meeting Members. In the absence of the Moderator, the Town Meeting shall elect a Moderator *pro tempore*.

# 2.10 Clerk of the Town Meeting

The Town Clerk shall serve as the Clerk of the Town Meeting. In the event of his **their** unavoidable absence, the Town Clerk may designate a substitute; otherwise, the Moderator shall appoint a Clerk *pro tempore*. The Clerk shall give notice of all Town Meetings to Town Meeting Members and to the public and keep the journal of Town Meeting proceedings.

#### 2.11 Participation by Non-Town Meeting Members

Subject to conditions that may be determined from time to time by Town Meeting Members, any person who is not a Town Meeting Member may be allowed to speak at any Town Meeting but shall not vote.

At the request of the Moderator or Town Meeting, any Town Officer or Department Head or his **their** designee shall be present at any session of Town Meeting for the purpose of responding to questions of Town Meeting Members.

#### 2.12 **Establishment of Standing Committees**

The Town Meeting may establish boards or committees to which may be referred Warrant Articles for study, review and report in advance of the sessions of the Town Meeting. All meetings of such boards or committees shall be conducted in accordance with the provisions of the Open Meeting Law, Massachusetts General Laws Chapter 30A, Sections 20 through 22, inclusive.

In establishing such boards or committees, the Town Meeting shall provide for the appointment of members either by an appointment committee established for that purpose or by an existing board or committee.

#### 2.12.1 Finance Committee

There shall be a Finance Committee consisting of nine (9) voters of the Town, appointed for three-year staggered terms so arranged that three (3) terms expire on June 30 each year. No Finance Committee Member shall serve for more than three (3) consecutive terms; provided, however, that an appointment to the Finance Committee to fill an unexpired term that has less than two (2) years remaining shall not be counted toward the three (3) consecutive terms.

No Finance Committee Member shall be an elected or appointed Town Officer or an employee of the Town. A Finance Committee Member may be an elected Town Meeting Member but shall serve on no other standing committee.

Finance Committee members shall be appointed by majority vote of an Appointment Committee chaired by the Moderator and consisting of the Moderator, the Chairman of the Board of Selectmen Select Board, and the Chairman of the Finance Committee; provided however where the chair of the Finance Committee is in their last year and is seeking reappointment, the Appointment Committee shall be comprised of the Chair of the Select Board, the Moderator and a designee of the Finance Committee who is not in their last year or seeking reappointment. The Appointment Committee shall fill any vacancy on the Finance Committee.

The Finance Committee shall have all the powers and duties granted to Finance Committees by the laws of the Commonwealth of Massachusetts, Town Bylaw, any Town Meeting vote and other applicable laws. In addition to these powers, the Finance Committee shall have the power to investigate the books, accounts, records and management of any office, board or committee in Town, and may use agents in carrying out such investigations. The Finance Committee shall submit a written report to the Town Meeting setting forth its findings, approvals or disapprovals on all Articles in the Warrant that involve the expenditure of funds. The Finance Committee shall take reasonable action to submit its report at least seven (7) days (see Section 8.5) before Town Meeting; provided, however, that such report shall not preclude further action or reconsideration by the Finance Committee.

#### 2.12.2 Bylaw Committee

There shall be a Bylaw Committee consisting of five (5) voters of the Town, appointed for three (3) year staggered terms expiring on June 30.

Bylaw Committee members shall be appointed by majority vote of an Appointment Committee chaired by the Moderator and consisting of the Moderator, the Chair of the Board of Selectmen Select Board, and the Chair of the Bylaw Committee; provided however where the chair of the Bylaw Committee is in their last year and is seeking reappointment, the Appointment Committee shall be comprised of the Chair of the Select Board, the Moderator and a designee of the Bylaw Committee who is not in their last year or seeking reappointment. The Appointment Committee shall fill any vacancy on the Bylaw Committee.

The Bylaw Committee may propose and shall consider Town Meeting Warrant articles offering changes in the Charter, General Bylaws, petitions for special acts, or local acceptance of State Statutes that are subject to Town Meeting acceptance; and may consider Zoning Bylaw changes and shall submit a written report to the Town Meeting setting forth its findings on all such Articles in the Warrant. The Bylaw Committee shall take reasonable action to submit its report to the Town Meeting at least seven (7) days (see Section 8.5) before Town Meeting; provided, however, that such report shall not preclude further action or reconsideration by the Bylaw Committee.

Within one (1) year of any adopted change to the Charter, the Bylaw Committee shall propose any revisions to the General Bylaws that it deems to be necessary as a result of such change.

The Bylaw Committee shall review the General Bylaws at least every ten (10) years and submit a written report to the Town Meeting setting forth any recommended changes.

#### 2.12.3 Rules Committee

There shall be a Rules Committee, chaired by the Moderator who shall be a non-voting member, and consisting of the Precinct Chairs. The Rules Committee may, from time to time, review all aspects of the operation of Town Meeting and submit a written report to the Town Meeting setting forth its findings, recommendations and proposals for rules governing the conduct of Town Meeting.

#### 2.13 Warrant Articles

Except for procedural matters, all subjects to be acted upon by the Town Meeting shall be placed on a Warrant therefor issued by the Board of Selectmen Select Board shall place on such Warrants all subjects submitted by:

- a Any two (2) or more members of the Board of Selectmen Select Board;
- **b** Any board or committee;
- **c** Any ten (10) or more voters for the Annual, Subsequent or Special Town Meeting as defined in Section 2.14; or
- **d** Any other person or entity as may be authorized by Town Bylaw or otherwise.

All subjects timely submitted to the Board of Selectmen <u>Select Board</u> pursuant to this section shall be placed on a Warrant for the next scheduled Annual, Subsequent or Special Town Meeting.

All Articles submitted pursuant to Section 2.13(a) shall include the names of all of the Board of Selectmen Select Board members sponsoring such article. Sponsorship of Articles submitted pursuant to Section 2.13(b) shall be designated as: "The Board of Selectmen Select Board as a courtesy to requested by (insert name of Board or Committee requesting the Article)."

Promptly upon receipt by the Board of Selectmen <u>Select Board</u> of any subject for a Town Meeting Warrant Article, a copy of the Article shall be made available for inspection in the Office of the Town Clerk.

#### 2.14 Meetings

The Town Meeting shall meet at least twice in each calendar year. The Annual Town Meeting shall be held during the first six (6) calendar months of the year at a time fixed by Town Bylaw, and shall be primarily concerned with the determination of matters that have a fiscal impact on the Town, including the adoption of an annual operating budget for all Town Agencies other than the Reading Municipal Light Department. A Subsequent Town Meeting shall be held during the last three (3) calendar months of the year at a time fixed by Town Bylaw. In addition to the two (2) meetings required by this section, the Board of Selectmen Select Board may call a Special Town Meeting into session at other times by the issuance of a Warrant therefore as it deems necessary or appropriate for the purpose of acting upon the legislative business of the Town in an orderly and expeditious manner. The Board of Selectmen Select Board shall call a Special Town Meeting upon the receipt of a petition with two hundred (200) or more signatures of voters, as certified by the Board of Registrars of Voters.

#### 2.15 Referendum Procedures

No final affirmative vote of a Town Meeting on any Warrant Article shall be effective until after the expiration of seven (7) days (see Section 8.5) following the dissolution of the Town Meeting except:

- **a** Votes appropriating money for the payment of notes or bonds of the Town and interest becoming due within the then current fiscal year;
- **b** Votes for the temporary borrowing of money in anticipation of revenue; or

**c** A vote declared by a preamble, and adopted by a two-thirds (2/3) vote of the Town Meeting to be an emergency measure necessary for the immediate preservation of the peace, health, safety or convenience of the Town.

If a referendum petition is not filed pursuant to Section 2.15.1 within the said seven (7) days (see Section 8.5), the remaining votes of the Town Meeting shall then become effective.

#### 2.15.1 Referendum Petition

If, within said seven (7) days (see Section 8.5), a referendum petition signed by not fewer than three percent (3%) of the voters, as certified by the Board of Registrars of Voters, containing their names and addresses, is filed with the Board of Selectmen **Board of Registrars of Voters** requesting that any of the remaining affirmative votes of the Town Meeting be submitted to the voters in the form of a ballot question, then the effectiveness of such Town Meeting vote shall be further suspended pending its determination as provided herein. Within three (3) days of receipt, the Board of Registrars shall certify whether the petition is signed by not fewer than three percent (3%) of the registered voters. Upon certification, the Board of Registrars shall immediately notify the Select Board. The Board of Selectmen Select Board shall, within ten (10) days after receipt of the Board of Registrars' certification that the petition contains the requisite number of signatures the filing of such referendum petition, call a Special Election, to be held within thirty five (305) days or such longer period as may be required by law after issuing the call, for the purpose of presenting such ballot question to the voters; provided, however, that, if a regular or Special Election is to be held not more than sixty (60) days following the date the referendum petition is filed, the Board of Selectmen Select Board may provide that such ballot question be presented to the voters at that Election. If the referendum petition lacks the requisite number of signatures, the Town Meeting vote shall become effective.

#### 2.15.2 Form of Referendum Petition / Ballot Question

Each ballot question submitted shall appear at the top of each referendum petition and shall be presented in the following form which shall be placed on the official ballot: "Shall the Town vote to approve the action of the representative Town Meeting whereby it was voted on (insert date of Town Meeting) to (insert complete language of the vote in the same form in which it was stated when presented by the Moderator to the Town Meeting, and as it appears in the records of the Clerk of the meeting)"?

The circulator(s) of the referendum petition may make multiple copies of the petition form, but such copies must be exact duplicates thereof, and the petition form may not be altered in any way. No extraneous markings, such as underlines, highlighting, erasures, marking out or insertion of words or other information, shall be allowed on any area of the petition form or any copy thereof. Any petition form or copy thereof containing such extraneous markings or alterations or that are not exact duplicates shall be invalid, and no signatures contained thereon shall be counted toward the required number. For the purpose of this prohibition, the term "extraneous markings" shall not include signatures, names or addresses.

Each petition form shall include language informing voters that additional markings will disqualify the signatures on the petition form; that, for their signature to be counted, they must be a registered voter of the Town of Reading; that their signature shall be written in the same form as they are registered; that they should not sign the

petition and any copy thereof more than once; and that, if they are prevented by physical disability from writing, they may authorize some person to write their name and address in their presence. The back of each petition form, where signature lines appear, shall include the following instruction: "ATTENTION VOTERS: Before signing, read signer information on the other side."

Upon request, the Town Clerk shall provide Town referendum petition /ballot question forms with the final article language voted at Town Meeting.

In addition to the certification of signatures on the petition form, the Board of Registrars of Voters shall examine the petition forms for extraneous markings, and determine whether they are exact copies.

#### **2.15.3** Election

Any ballot question submitted in accordance with the procedure set forth herein shall be determined by majority vote thereon, but no action of the Town Meeting shall be reversed unless at least twenty percent (20%) of the voters cast ballots on the ballot question.

#### ARTICLE 3 ELECTED OFFICERS AND BOARDS OR COMMITTEES

#### 3.1 General Provisions

The offices to be filled by the voters shall be the Board of Selectmen <u>Select Board</u>, School Committee, Board of Library Trustees, Municipal Light Board of Commissioners, Moderator and such members of regional authorities or districts as may be established by statute, intergovernmental agreement executed pursuant to Section 1.5 or otherwise.

Only a registered voter of the Town shall be eligible to hold any elective town office; provided, however, that no person holding any elective Town office shall simultaneously hold any other elective Town office except that of Town Meeting Member.

Elected Town Officers shall serve without compensation unless otherwise specifically voted by Town Meeting.

Elected Town Officers shall be subject to the call of the Board of Selectmen Select Board at all reasonable times for consultation, conference and discussion on any matter relating to their respective offices.

#### 3.2 Board of Selectmen Select Board

There shall be a Board of Selectmen <u>Select Board</u> consisting of five (5) members elected for three (3) year terms so arranged that as nearly an equal number of terms as possible shall expire each year.

The executive powers of the Town shall be vested in the Board of Selectmen <u>Select Board</u>. The Board of Selectmen <u>Select Board</u> 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 Board of Selectmen 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 Board of Selectmen <u>Select Board</u> 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 Board of Selectmen <u>Select Board</u> 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.

#### 3.3 School Committee

There shall be a School Committee consisting of six (6) members elected for three (3) year terms so arranged that two (2) terms shall expire each year.

The School Committee shall have all of the powers and duties granted to School Committees by the Constitution and General Laws of the Commonwealth of Massachusetts and such additional powers and duties as provided by the Charter, by Town Bylaw or by Town Meeting vote.

The School Committee shall make all reasonable rules and regulations, consistent with law, for the administration and management of the public schools of the Town. The School Committee shall appoint a Superintendent of Schools and shall define their duties and terms of employment.

#### 3.4 **Board of Library Trustees**

There shall be a Board of Library Trustees consisting of six (6) members elected for three (3) year terms so arranged that two (2) terms shall expire each year.

The Board of Library Trustees shall have all of the powers and duties granted to Boards of Library Trustees by the Massachusetts General Laws, and such additional powers and duties as may be authorized by the Charter, by Town Bylaw or by Town Meeting vote.

The Board of Library Trustees shall have control over the selection of Library materials, and shall have custody and management of the Library and of all property of the Town related thereto; provided, however, that the Town Manager or his their designee shall have responsibility for the maintenance of the Library building and grounds. The Board of Library Trustees shall appoint a Library Director and shall define his their duties and terms of employment, subject to the personnel policies and classification and compensation plans established by the Board of Selectmen Select Board.

The Board of Library Trustees shall administer all money or property that the Town may receive on behalf of the Library by gift or bequest in accordance with the provisions of such gift or bequest.

#### 3.5 Municipal Light Board of Commissioners

There shall be a Municipal Light Board of Commissioners consisting of five (5) members elected for three (3) year terms so arranged that as near an equal number of terms as possible shall expire each year.

The Municipal Light Board of Commissioners shall have all the powers and duties granted to cities and towns in respect to municipal lighting plants by Massachusetts General Laws Chapter 164, Section 34 *et seq.* and other general and special acts pertaining thereto,

together with such further powers and duties assigned to them by the Charter, by Town Bylaw, or by Town Meeting vote.

The Municipal Light Board of Commissioners shall hire the General Manager of the Municipal Light Department and set his **their** duties and terms of employment.

The Municipal Light Board of Commissioners shall appoint the Accounting Manager or Chief Accountant of the Municipal Light Department and appoint Counsel to the Municipal Light Department.

The Accounting Manager or Chief Accountant, as the case may be, and Counsel shall be subject to the supervision of the General Manager.

The Municipal Light Board of Commissioners shall approve warrants for payments of all bills and payroll of the Municipal Light Department and shall approve all contracts which are at or above the competitive sealed bid procedures level as stated in Massachusetts General Laws Chapter 30B, Section 5 and, further, all contracts shall be made in accordance with Massachusetts General Laws Chapter 30B. Contracts for purchasing of power shall not be subject to Massachusetts General Laws Chapter 30B but shall be approved by the Municipal Light Board of Commissioners.

The Municipal Light Board of Commissioners shall employ the Auditor appointed by the Town of Reading Audit Committee.

The Municipal Light Board of Commissioners shall annually set electric rates and approve an annual operating budget and Capital Improvements Program each fiscal year. Such approval will be done by a majority vote of the Municipal Light Board of Commissioners. After the Municipal Light Board of Commissioners has approved an annual operating budget and Capital Improvements Program, it will present them to the Town of Reading Finance Committee and Town of Reading Town Meeting. Upon request of any of the other towns served by the Municipal Light Department, the Municipal Light Board of Commissioners shall make a presentation to the Finance Committee and/or Town Meeting of any such town(s).

#### 3.6 <u>Moderator</u>

There shall be a Moderator elected for a one (1) year term.

The Moderator shall have all of the powers and duties granted to Moderators by the Constitution and General Laws of the Commonwealth of Massachusetts, and such additional powers and duties as provided by the Charter, by Town Bylaw or by Town Meeting vote. The Moderator shall not simultaneously serve as an elected Town Meeting Member or in any other elected Town office.

#### ARTICLE 4 APPOINTED BOARDS OR COMMITTEES

#### 4.1 Board of Assessors

There shall be a Board of Assessors consisting of three (3) members appointed by the Board of Selectmen **Select Board** for three (3) year terms so arranged that one (1) term shall expire each year.

The Board of Assessors shall have all the powers and duties granted to Boards of Assessors by the Massachusetts General Laws, and such additional powers and duties as may be provided by the Charter, by Town Bylaw or by Town Meeting vote.

The elected members of the Board of Assessors serving at the time that this section first becomes effective may continue to serve in office until their elected terms expire, unless reappointed for an additional term or terms pursuant to this section.

#### 4.2 Board of Cemetery Trustees

There shall be a Board of Cemetery Trustees consisting of six (6) members appointed by the Board of Selectmen <u>Select Board</u> for three (3) year terms so arranged that two (2) terms shall expire each year.

The Board of Cemetery Trustees shall have all the powers and duties granted to Boards of Cemetery Trustees by the Massachusetts General Laws, and such additional powers and duties as may be provided by the Charter, by Town Bylaw or by Town Meeting vote.

#### 4.3 **Board of Commissioners of Trust Funds**

There shall be a Board of Commissioners of Trust Funds consisting of five (5) members. Three (3) shall be appointed by the Board of Selectmen Select Board for three (3) year terms so arranged that one (1) term shall expire each year. In addition, the Board of Selectmen Select Board shall appoint one of its members to serve as a full voting member ex officio, and the Town Treasurer shall serve as a full voting member ex officio.

The Board of Commissioners of Trust Funds shall have such powers and duties as are granted to them by the Board of Selectmen Select Board.

#### 4.4 Board of Health

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

The Board of Health shall have all of the powers and duties granted to Boards of Health by the Massachusetts General Laws, and such additional powers and duties as may be provided by the Charter, by Town Bylaw or by Town Meeting vote.

#### 4.5 <u>Community Planning and Development Commission</u>

There shall be a Community Planning and Development Commission consisting of five (5) members appointed by the Board of Selectmen Select Board for three (3) year terms so arranged that as nearly an equal number of terms as possible shall expire each year.

The Community Planning and Development Commission shall have all of the powers and duties granted to Planning Boards, Boards of Survey and Industrial Development Commissions by the Massachusetts General Laws, and such additional powers and duties as may be provided by the Charter, by Town Bylaw or by Town Meeting vote. The Community Planning and Development Commission shall have the power to regulate the subdivision of land within the Town by the adoption of Rules and Regulations pertaining thereto.

The Community Planning and Development Commission shall make studies and prepare plans concerning the resources, developmental potential and needs of the Town; and shall report annually to the Town giving information regarding the physical condition of the Town, and any plans or proposals known to it affecting the resources, physical development and needs of the Town.

# 4.6 <u>Conservation Commission</u>

There shall be a Conservation Commission consisting of seven (7) members appointed by the Board of Selectmen Select Board for three (3) year terms so arranged that as near an equal number of terms as possible shall expire each year.

The Conservation Commission shall have all the powers and duties granted to Conservation Commissions by the Massachusetts General Laws, and such additional powers and duties as may be provided by the Charter, by Town Bylaw or by Town Meeting vote.

# 4.7 <u>Council on Aging</u>

There shall be a Council on Aging consisting of ten (10) members appointed by the Board of Selectmen Select Board for three (3) year terms so arranged that as near an equal number of terms as possible shall expire each year.

The Council on Aging shall have all the powers and duties given to Councils on Aging by the Massachusetts General Laws, and such additional powers and duties as may be provided by the Charter, by Town Bylaw or by Town Meeting vote.

#### 4.8 Historical Commission

There shall be a Historical Commission <u>consisting of five (5) members</u> appointed by the Board of Selectmen <u>Select Board</u>, which shall determine the number of members and their term of appointment, not to exceed three (3) years <u>for three (3) year terms so arranged that as near an equal number of terms as possible shall expire each year</u>.

The Historical Commission shall have all the powers and duties granted to Historical Commissions by the Massachusetts General Laws, and such additional powers and duties as may be provided by the Charter, by Town Bylaw or by Town Meeting vote.

# 4.9 **Housing Authority**

There shall be a Housing Authority consisting of five (5) members. Four (4) members shall be appointed by the Board of Selectmen Select Board, and the fifth (5th) member shall be a resident of the Town, appointed by the Commonwealth of Massachusetts or as otherwise provided by law and be a resident of the Town. Housing Authority Members shall serve for five (5) year terms so arranged that one (1) term shall expire each year.

The Housing Authority shall have all of the powers and duties granted to housing authorities by the Massachusetts General Laws, and such additional powers and duties as may be provided by the Charter, by Town Bylaw or by Town Meeting vote.

#### 4.10 Recreation Committee

There shall be a Recreation Committee consisting of nine (9) members, eight (8) appointed by the Board of Selectmen Select Board, and one (1) appointed by the School Committee for three (3) year terms so arranged that three (3) terms shall expire each year.

The Recreation Committee shall have such powers and duties as are granted to them by the Board of Selectmen **Select Board**, and such additional powers and duties as may be provided by the Charter, by Town Bylaw or by Town Meeting vote.

The Recreation Committee shall be responsible for the evaluation of recreational program activities, formulation of overall plans for recreational program development, and for the scheduling of Town parks and recreational facilities when not in use by the School Department.

#### 4.11 Town Forest Committee

There shall be a Town Forest Committee consisting of five (5) members, appointed by the Board of Selectmen <u>Select Board</u>, which shall determine the number of members and their term of appointment, not to exceed three (3) years. <u>for three (3) year terms so arranged that as near an equal number of terms as possible shall expire each year</u>.

The Town Forest Committee shall have all the powers and duties given to Town Forest Committees by the Massachusetts General Laws, and such additional powers and duties as may be provided by the Charter, by Town Bylaw, by the Board of Selectmen Select Board or by Town Meeting vote.

# 4.12 **Zoning Board of Appeals**

There shall be a Zoning Board of Appeals consisting of five (5) members and two (2) associate members appointed by the Board of Selectmen Select Board for three (3) year terms so arranged that as near an equal number of terms as possible shall expire each year.

The Zoning Board of Appeals shall have all the powers and duties of Zoning Boards of Appeal under the Massachusetts General Laws, and such additional powers and duties as may be provided by the Charter, by Town Bylaw or by Town Meeting vote.

#### 4.13 Charter Review Committee

At least every ten (10) years, a special Committee consisting of nine (9) members shall be established for the purpose of reviewing the Charter and making a report, with recommendations, to the Town Meeting concerning any proposed amendments that said Committee may determine to be necessary or desirable. The Committee shall consist of the Moderator, one (1) member or designee of the Board of Selectmen Select Board, one (1) member or designee of the School Committee, one (1) member or designee of the Board of Library Trustees, one (1) member or designee, of the Municipal Light Board of Commissioners, one (1) member of the Bylaw Committee and three (3) Town Meeting members to be appointed by the Moderator.

# 4.14 Other Boards or Committees

Any of the elected boards or committees authorized by Article 3 may establish and appoint or dissolve boards or committees from time to time for a specific purpose. Members of such boards or committees shall reside in the Town of Reading at the time of their appointment and during their term of office.

The appointing authority of any such board or committee shall, in advance of the first meeting of said board or committee and annually thereafter, report the purpose, membership and contact information of said board or committee to the Town Clerk.

#### 4.15 <u>Associate Membership</u>

All appointed boards or committees authorized by Article 4 may have associate members if specified in the Charter, Town Bylaw or Massachusetts General Laws. Associate members shall be appointed in the same manner as other members of the board or

committee. All rules and regulations relating to associate membership on appointed boards or committees shall be set forth in the Bylaw or Charter provision defining the conduct of such bodies.

Associate members may not vote on any issue to be decided by the board or committee to which the individual is appointed as an associate member except as allowed by the Charter, Town Bylaw or the Massachusetts General Laws. Associates members of boards or committees serving as of the effective date of this Section 4.15 shall be allowed to serve until the end of their term or until June 30, 2015, whichever comes first.

#### ARTICLE 5 TOWN MANAGER

#### 5.1 Appointment, Qualifications and Term

The Board of Selectmen Select Board shall appoint a Town Manager, who shall be appointed solely on the basis of his their executive and administrative qualifications. He The Town Manager shall be a professionally qualified person of proven ability, especially fitted by education, training and previous experience. He The candidate shall had have at least five (5) years of full-time paid experience as a City or Town Manager or Assistant City or Town Manager or the equivalent level public or private sector experience.

The terms of the Town Manager's employment shall be the subject of a written contract, for a term not to exceed three (3) years, setting forth his **their** tenure, compensation, vacation, sick leave, benefits, and such other matters as are customarily included in an employment contract. The Town Manager's employment contract shall be in accordance with and subject to the provisions of the Charter and shall prevail over any conflicting provision of any personnel bylaw, rule, or regulation. The Town Manager's compensation shall not exceed the amount annually appropriated for that purpose.

The Town Manager shall devote full time to his the office and, except as expressly authorized by the Board of Selectmen Select Board, shall not engage in any other business or occupation. Except as expressly provided in the Charter, he the Town Manager shall not hold any other public elective or appointive office in the Town; provided, however, that, with the approval of the Board of Selectmen Select Board, the Town Manager may serve as the Town's representative to regional boards, commissions or similar entities, but shall not receive any additional salary from the Town for such services.

Upon the termination of the Town Manager's appointment, whether voluntary or otherwise, he <u>the Town Manager</u> may receive termination pay as determined by the Board of Selectmen <u>Select Board</u>, not to exceed twelve (12) months' salary in total. To be eligible for this benefit upon voluntary termination, the Town Manager shall provide the Board of Selectmen <u>Select Board</u> a minimum of sixty (60) days written notice of his <u>their</u> intent to leave. This benefit shall not be available if the Town Manager is terminated for cause.

#### **5.2** Powers and Duties

The Town Manager shall be the Chief Administrative Officer of the Town and shall be responsible to the Board of Selectmen Select Board for the proper administration of all Town affairs placed in his their charge by or under the Charter. The Town Manager's powers and duties shall include:

**a** To supervise and be responsible for the efficient administration of all functions under his **the Town Manager's** control, as may be authorized by the Charter, by Town

- Bylaw, by Town Meeting vote or by the Board of Selectmen Select Board, including all officers appointed by him the Town Manager and their respective departments.
- **b** To appoint and remove, subject to the civil service laws where applicable, the Police Chief, Fire Chief, Appraiser and all employees for whom no other method of appointment is provided in the Charter, except persons serving under the School Committee, Municipal Light Board of Commissioners or Board of Library Trustees, and appointments made by the representatives of the Commonwealth of Massachusetts. The Town Manager's appointment of the Police Chief and Fire Chief shall be subject to confirmation by the Board of Selectmen **Select Board**. The Town Manager's appointment of the Appraiser shall be subject to confirmation by the Board of Assessors.
- **c** To administer all personnel policies, practices and related matters for all municipal employees as established by any compensation plan, personnel policy guide or Town Bylaw, and all collective bargaining agreements entered into by the Board of Selectmen **Select Board** on behalf of the Town.
- **d** To fix the compensation of all Town officers and employees appointed by him <u>the</u> <u>Town Manager</u> within the limits established by applicable appropriations and any compensation plan adopted by Town Meeting.
- **e** To attend all regular and special meetings of the Board of Selectmen Select Board, unless excused at his the Town Manager's own request, and to have a voice, but no vote, in all discussions.
- **f** To attend all sessions of Town Meeting and to answer all questions directed <u>related</u> to him the office that are related to his office.
- To see that all of the provisions of the Massachusetts General Laws, of the Charter, of the Town Bylaws, of Town Meeting votes, and of votes of the Board of Selectmen Select Board that require enforcement by him the Town Manager or Town Officers and employees subject to his the Town Manager's direction and supervision are faithfully carried out.
- **h** To prepare and submit a proposed Annual Operating Budget and a Capital Improvements Program in accordance with Article 7.
- To ensure that a full and complete record of the financial and administrative activities of the Town is kept, and to render a full report to the Board of Selectmen Select Board at the end of each fiscal year and at such other times as may be required by the Board of Selectmen Select Board.
- j To keep the Board of Selectmen <u>Select Board</u> fully informed as to the financial condition and needs of the Town and to make such recommendations to the Board of Selectmen <u>Select Board</u> as he <u>the Town Manager</u> may deem necessary or appropriate.
- k To have full responsibility for the rental and use of all Town facilities, except those under the care, custody, management and control of the School Committee, the Board of Library Trustees, the Municipal Light Board of Commissioners, or other boards or committees specified by Town Bylaw or Town Meeting vote. He <u>The Town Manager</u> or his <u>their</u> designee shall be responsible for the maintenance and repair of all Town property under his <u>the Town Manager's</u> control.
- To inquire into the conduct of any Town Officer, employee or department under his **the Town Manager's** control.
- **m** To keep a full and complete inventory of all real and personal property of substantial value belonging to the Town.
- n To serve as Chief Procurement Officer pursuant to the provisions of Massachusetts General Laws Chapter 30B and to be responsible for purchasing all supplies, materials, equipment, goods and services, except those of the School Committee and the Municipal Light Board of Commissioners; to negotiate and approve the award of all contracts for all departments and activities of the Town except those of the School

Committee and Municipal Light Board of Commissioners; to examine the services performed for any Town Agency pursuant to any such contract; and to examine and inspect, or cause to be examined and inspected, the quality, quantity and conditions of materials, supplies, equipment or goods delivered to or received by any Town Agency.

- To approve any warrants for the payment of Town funds prepared by the Accountant in accordance with the provisions of the Massachusetts General Laws; provided, however, that the approval of any such warrant by the Town Manager shall be sufficient to authorize payment by the Town Treasurer, and provided further that the Board of Selectmen Select Board shall approve such warrants in the event of a vacancy in the office of Town Manager.
- **p** To serve as the Executive Officer of the Town for the purposes of Massachusetts General Laws Chapter 258.
- **q** To perform any other duties required of him <u>the Town Manager</u> by the Charter, by Town Bylaw, by Town Meeting vote or by the Board of Selectmen <u>Select Board</u>.

#### 5.3 Ombudsman Constituent Services Officer

The Town Manager shall appoint a Town employee other than himself or herself the Town Manager to act as an Ombudsman representative to all citizens in their day-to-day contacts and dealings with the Town, its officials and boards or committees. The function of the Ombudsman Officer shall be:

- **a** To direct the citizens to the proper Town Officer, board or committee to deal with the issue or concern of the citizen;
- **b** To set up appointments for citizens to meet with directors, department heads and boards or committees as appropriate;
- c To provide citizens with access to public information within the Town; and
- **d** To otherwise serve the public in connection with their dealings with the Town.

The office of the Town Ombudsman Constituent Services Office shall be clearly and conspicuously marked within the Town Hall.

#### 5.4 <u>Acting Town Manager</u>

#### **5.4.1** Temporary Absence

By letter filed with the Town Clerk and the Board of Selectmen <u>Select Board</u>, the Town Manager shall designate a qualified individual to serve as Acting Town Manager during any anticipated temporary absence, not to exceed thirty (30) days.

#### **5.4.2** Long-Term Absence

In the event of the absence, incapacity, or illness of the Town Manager in excess of thirty (30) days, the Board of Selectmen Select Board shall appoint a qualified individual to serve as Acting Town Manager until the Town Manager returns.

#### 5.4.3 Vacancy

When the office of Town Manager is vacant or the Town Manager is under suspension as provided in Section 5.5, the Board of Selectmen Select Board shall appoint a qualified individual to serve as Acting Town Manager under terms of employment to be determined by the Board of Selectmen Select Board. In the event of vacancy, the Board of Selectmen Select Board shall initiate recruitment for a new Town Manager without delay and shall appoint a new Town Manager within one hundred eighty (180) days.

#### **5.4.4** Powers

Except as authorized by a four-fifths (4/5) vote of the Board of Selectmen **Select Board**, the powers of an Acting Town Manager shall be limited to routine matters requiring immediate action and to making emergency temporary appointments to any Town office or employment within the scope of the Town Manager's responsibilities.

#### 5.5 Removal Procedures

The Board of Selectmen Select Board may remove the Town Manager from office as follows:

#### 5.5.1 Notice

By affirmative vote of a majority of its members, the Board of Selectmen Select Board may adopt a preliminary resolution of removal setting forth in reasonable detail the reason or reasons for the proposed removal. The preliminary resolution may suspend the Town Manager for a period not to exceed forty-five (45) days. A copy of the resolution shall be delivered to the Town Manager forthwith following its adoption.

#### 5.5.2 Public Hearing

Within five (5) days (see Section 8.5) after the delivery of the preliminary resolution of removal, the Town Manager may request a public hearing on the reasons cited for removal by filing a written request therefor with the Board of Selectmen Select Board. The hearing shall be convened by the Board of Selectmen Select Board not less than twenty (20) nor more than thirty (30) days after such request is submitted. Not less than five (5) days (see Section 8.5) prior to such hearing, written notice thereof shall be given to the Town Manager at his last known address. The time limitations set forth herein may be waived in writing by the Town Manager. Not less than forty-eight (48) hours prior to the time set for the commencement of the public hearing, the Town Manager may file a written statement with the Board of Selectmen Select Board responding to the reasons cited for the proposed removal. The Town Manager may be represented by counsel at the public hearing, and shall be entitled to present evidence, call witnesses and, personally or through counsel, question any witnesses appearing at the hearing.

#### 5.5.3 Removal

The Board of Selectmen **Select Board** may, by a vote of a majority of its members, adopt a final resolution of removal, which shall be effective upon its adoption; provided, however, that such resolution shall not be adopted until:

- **a** Ten (10) days after the date of delivery to the Town Manager of the preliminary resolution of removal; or
- b If the Town Manager has made a timely request for a public hearing, five (5) days (see Section 8.5) after completion of the public hearing or forty-five (45) days after the adoption of the preliminary resolution, whichever occurs later.

Failure to adopt a final resolution of removal within the time limitations provided in this section shall be deemed to nullify the preliminary resolution of removal. The action of the Board of Selectmen Select Board in suspending or removing the Town Manager shall be final, it being the intention of this provision to vest all authority and fix all responsibility for such suspension or removal in the Board of Selectmen Select Board. The Town Manager shall continue to receive his their salary until a final resolution of removal has become effective.

#### ARTICLE 6 ADMINISTRATIVE ORGANIZATION

#### 6.1 Organization of Town Agencies

The organization of the Town into operating Town Agencies shall be accomplished through the establishment of a Table of Organization that presents the organization of all Town Agencies. Such table shall be prepared by the Town Manager in consultation with the Board of Selectmen **Select Board** and may be revised from time to time.

For the convenience of the public, the Table of Organization shall be printed as an appendix to, but not as part of, the Bylaws of the Town. The Table of Organization shall also be published annually in the Town Report.

#### 6.2 Town Counsel

Appointment and Qualifications – The Board of Selectmen Select Board shall appoint a an individual or law firm as Town Counsel and fix his compensation within the amount annually appropriated for that purpose. The person appointed and employed by the Board of Selectmen Select Board as Town Counsel or the member of law firm representing the town in this capacity shall be a member in good standing of the bar of the Supreme Judicial Court of Massachusetts and free of disciplinary actions of all other courts before which he they have has been admitted to practice. Any Special Counsel employed by the Board of Selectmen Select Board shall be a member in good standing of the bar of all courts before which he they have has been admitted to practice.

**Powers and Duties** – The Town Counsel shall provide legal advice, representation and litigation services to the Town, Town Agencies and Town Officers, as the Board of Selectmen Select Board or Town Manager may request or authorize.

**Vacancy** – If the Town Counsel is unable to perform his <u>their</u> duties because of disability or absence or if the office is vacant because of resignation, dismissal or death, the <del>Board</del> of Selectmen <u>Select Board</u> may appoint a temporary Town Counsel to hold such office and exercise the powers and perform the duties until the Town Counsel can resume his <u>their</u> duties, or until another Town Counsel is duly appointed.

#### 6.3 Town Accountant

**Appointment, Qualification and Term of Office** – There shall be a Town Accountant, appointed by the Board of Selectmen <u>Select Board</u>. The Town Accountant shall be qualified in accordance with State law, and shall have appropriate prior full-time accounting experience as determined by the Board of Selectmen <u>Select Board</u>.

The Town Accountant shall be appointed in March of every year for a one (1) year term to run from the first day of the following July and shall serve until the qualification of his a successor.

**Powers and Duties** – The Town Accountant shall be subject to the supervision of the Town Manager. In addition to the powers and duties conferred and imposed upon Town Accountants by the Massachusetts General Laws, his **their** powers and duties shall include:

- **a** To prescribe the methods of installation and exercise supervision of all accounting records of Town Agencies and Town Officers; provided, however, that any change in the system of accounts shall be made only after consultation with the Town Manager and the Town Agencies affected.
- **b** To establish standard practices relating to all accounting matters and procedures and the coordination of systems throughout the Town, including clerical and office methods, records, reports and procedures as they relate to accounting matters; and to prepare and issue rules, regulations and instructions relating thereto that, when

- approved by the Town Manager, shall be binding upon all Town Agencies and employees.
- **c** To draw all warrants upon the Town Treasurer for the payment of bills, drafts and orders chargeable to the appropriations of the Town Meeting and other accounts.
- d Prior to submitting any warrant to the Town Manager, to examine and approve as not being fraudulent, unlawful or excessive, all bills, drafts and orders covered thereby. In connection with any such examinations, he may make inspection as to the quality, quantity and condition of any materials, supplies or equipment delivered to or received by any Town Agency or Town Officer. If, upon examination, it appears to the Town Accountant that any such bill, draft or order is fraudulent, unlawful, or excessive, he the Town Accountant shall immediately file a written report with the Town Manager, and Town Treasurer and Chairman of the Finance Committee a written report of his findings.
- **e** To be responsible for a continuous audit of all accounts and records of the Town wherever located.

**Vacancy** – If the Town Accountant is unable to perform his <u>their</u> duties because of disability or absence or if the office is vacant because of resignation, dismissal or death, the <u>Board of Selectmen Select Board</u> may appoint a temporary Town Accountant to hold such office and exercise the powers and perform the duties until the Town Accountant can resume his <u>their</u> duties, or until another Town Accountant is duly appointed, in the same manner as an original appointment, for the remainder of the unexpired term.

# 6.4 <u>Town Treasurer</u>

**Appointment and Qualifications** – There shall be a Town Treasurer, appointed by the Town Manager. The Town Treasurer shall be qualified in accordance with the Massachusetts General Laws.

The Board of Selectmen **Select Board**, upon the recommendation of the Town Manager, may combine the powers and duties of the Town Treasurer with those of the Town Collector, and the Town Manager may then appoint a Town Treasurer-Collector.

**Powers and Duties** – In addition to the powers and duties conferred and imposed upon Town Treasurers by the Massachusetts General Laws, the powers and duties of the Town Treasurer shall include:

- **a** To supervise and be responsible for the prompt deposit, safekeeping and management of all monies collected or received by the Town.
- **b** To be the custodian of all funds, moneys, securities or other things of value that are or have been given, bequeathed or deposited in trust with the Town for any purpose, including the preservation, care, improvement or embellishment of any of the Town's cemeteries or burial lots therein; to invest all sums held in trust as he **they** determine to be appropriate after consultation with the Board of Commissioners of Trust Funds; and to distribute the income therefrom on the order of said Board.

**Vacancy** – If the Town Treasurer is unable to perform his **their** duties because of disability or absence or if the office is vacant because of resignation, dismissal or death, the Town Manager may appoint a temporary Town Treasurer to hold such office and exercise the powers and perform the duties until the Town Treasurer can resume his **their** duties, or until another Town Treasurer is duly appointed.

#### 6.5 Town Collector

**Appointment and Qualifications** – There shall be a Town Collector, appointed by the Town Manager. The Town Collector shall be qualified in accordance with the Massachusetts General Laws.

The Board of Selectmen <u>Select Board</u>, upon the recommendation of the Town Manager, may combine the powers and duties of the Town Collector with those of the Town Treasurer, and the Town Manager may then appoint a Town Treasurer-Collector.

**Powers and Duties** – In addition to the powers and duties conferred and imposed upon Town Collectors by the Massachusetts General Laws, the powers and duties of the Town Collector shall include:

- **a** To be responsible for the collection and receipt of all sums and accounts due, owing or paid to the Town including taxes and fees, and shall act as the Town Collector of Taxes.
- **b** To report to the Town Manager at such times as <u>the Town Manager</u> he may direct or <del>as he may deem</del> appropriate, but at least semi-annually, as to all uncollected claims or accounts due or owing to the Town. Such reports shall include the Town Collector's recommendations as to whether suit should be instituted on behalf of the Town for the establishment or collection of any claim or account for the benefit of the Town.

**Vacancy** – If the Town Collector is unable to perform his <u>their</u> duties because of disability or absence or if the office is vacant because of resignation, dismissal or death, the Town Manager may appoint a temporary Town Collector to hold such office and exercise the powers and perform the duties until the Town Collector can resume his <u>their</u> duties, or until another Town Collector is duly appointed.

#### 6.6 Town Clerk

**Appointment and Qualifications** – There shall be a Town Clerk, appointed by the Town Manager. The Town Clerk shall be qualified in accordance with the Massachusetts General Laws.

**Powers and Duties** – The Town Clerk shall have all the powers and duties conferred and imposed upon Town Clerks by the Massachusetts General Laws or by Town Bylaw.

**Vacancy** – If the Town Clerk is unable to perform his <u>their</u> duties because of disability or absence or if the office is vacant because of resignation, dismissal or death, the Town Manager may appoint a temporary Town Clerk to hold such office and exercise the powers and perform the duties until the Town Clerk can resume his <u>their</u> duties, or until another Town Clerk is duly appointed.

#### ARTICLE 7 BUDGET AND CAPITAL IMPROVEMENTS PROGRAM

# 7.1 Fiscal Year

The fiscal year of the Town shall begin on July first (1st) and end on June thirtieth (30th), unless another provision is made by the Massachusetts General Laws.

#### 7.2 <u>Submission of Proposed Budget</u>

At least four (4) months before the start of the fiscal year and following consultation with the Board of Selectmen Select Board on the Municipal Government portions of the budget, the Town Manager shall submit to the Finance Committee a proposed budget for the ensuing fiscal year with an accompanying budget message and supporting documents. He The Town Manager shall simultaneously provide for the publication in a local news medium of a general summary of the proposed budget, and a notice stating the times and

places where complete copies of  $\frac{1}{1}$  proposed budget shall be available for examination by the public.

# 7.3 <u>School Committee Budget</u>

The budget requested by the School Committee shall be submitted to the Town Manager at least five (5) months before the start of the fiscal year to enable him **the Town Manager** to prepare the total Town budget pursuant to Section 7.2.

## 7.3.1 Public Hearing

At least fourteen (14) days before the meeting at which the School Committee is to vote on its budget request, the School Committee shall cause to be published in a local news medium a general summary of such budget request. The summary shall indicate specifically any major variations from the current year's budget and the reasons for such variations and a notice stating the times and places where complete copies of the budget shall be available for examination by the public, as well as the date, time and place, not less than seven (7) days (see Section 8.5) following such publication, when a public hearing shall be held by the School Committee on the budget request.

# 7.4 **Budget Message**

The Budget Message submitted by the Town Manager shall explain the proposed budget for all Town agencies, both in fiscal terms and in terms of work programs. The Budget Message shall include a current Table of Organization and may include a proposed Table of Organization.

#### 7.5 The Proposed Budget

The proposed budget shall provide a complete financial plan for all Town funds and activities; shall be balanced to the funds available; and shall present the budget as requested by the School Committee for the ensuing year. Except as may otherwise be required by the Massachusetts General Laws or by the Charter, the proposed budget shall be in the form that the Town Manager deems desirable. In his the presentation of the budget, the Town Manager shall make use of modern concepts of fiscal presentation so as to furnish a high level of information and maximum financial control. The proposed budget shall show the actual and estimated income and expenditures for the previous, current and ensuing fiscal years and shall indicate in separate sections:

- **a** Proposed expenditures for current operations during the ensuing fiscal year, detailed by Town Agency, function and work programs, and the proposed methods of financing such expenditures.
- **b** Proposed capital expenditures during the ensuing fiscal year, detailed by Town Agency, and the proposed method of financing each such capital expenditure.
- **c** Estimated surplus revenue and free cash at the end of the current fiscal year, including estimated balances in any special accounts established for specific purposes.
- **d** All encumbered funds from prior fiscal years.

#### 7.6 Action on the Budget

#### 7.6.1 Public Hearing

The Finance Committee shall, forthwith upon receipt of the proposed budget, provide for publication in a local news medium of a notice stating the date, time and place, not less than five (5) nor more than fourteen (14) days following such publication, when a public hearing shall be held by the Finance Committee on the proposed budget.

# 7.6.2 Finance Committee Meetings

The Finance Committee shall consider in public meetings the detailed expenditures proposed by the Town Manager for each Town Agency and may confer with representatives of any such Town Agency in connection with such considerations. The Finance Committee may require the Town Manager or any other Town Agency to provide such additional information as it deems necessary or desirable in furtherance of its responsibilities.

#### 7.6.3 Presentation to the Town Meeting

The Finance Committee shall file a report of its recommendations with the Town Clerk in sufficient time to be distributed to all Town Meeting Members at least fourteen (14) days before action on the budget Warrant Article is to begin. The budget to be acted upon by the Town Meeting shall be the budget as proposed by the Finance Committee; provided, however, that such budget may be amended by Town Meeting.

**7.6.4** All Warrant Articles requiring an appropriation shall be considered and reported thereon by the Finance Committee.

# 7.7 Capital Improvements Program

The Town Manager shall submit a Capital Improvements Program to the Board of Selectmen Select Board and the Finance Committee at least thirty (30) days before the date fixed for submission of his the proposed budget. Such Capital Improvements Program shall contain:

- **a** A general summary of its contents;
- **b** A list of all capital improvements proposed to be undertaken during the ensuing five (5) years, with supporting information as to the need for each capital improvement; and
- **c** Cost estimates, methods of financing and recommended time schedules for each such capital improvement.

The Capital Improvements Program may further contain the estimated annual cost of operating and maintaining each such capital improvement. This information may be annually revised with regard to the capital improvements still pending or in the process of being acquired, improved or constructed.

#### ARTICLE 8 GENERAL PROVISIONS

#### 8.1 <u>Charter Changes</u>

This Charter may be replaced, revised or amended in accordance with the procedures made available by Article LXXXIX of the amendments to the Constitution of the Commonwealth of Massachusetts and Chapter 43B of the Massachusetts General Laws.

# 8.2 <u>Severability</u>

If any provision of the Charter 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 Charter shall be deemed to be amended to the minimum extent necessary, so as to secure the purposes thereof, as set forth in the Preamble.

#### 8.3 Specific Provisions Prevail

To the extent that any specific provision of the Charter may conflict with any provision expressed in general terms, the specific provision shall be deemed to prevail.

# 8.4 References to Massachusetts General Laws

All references to the Massachusetts General Laws contained in the Charter refer to the General Laws of the Commonwealth of Massachusetts and are intended to include any amendments or revisions to such chapters and sections or to the corresponding chapters and sections of any rearrangement of the Massachusetts General Laws enacted subsequent to the adoption of the Charter.

#### 8.5 Computation of Time

In computing time under the Charter, if seven (7) days or less is specified, only days that Town Hall is open to the general public shall be counted; if more than seven (7) days is specified, every calendar day shall be counted.

#### 8.6 Number and Gender

Words importing the singular number may extend and be applied to several persons or things, <u>and</u> words importing the plural number may include the singular <del>and words importing the masculine gender shall include the feminine gender.</del>

#### 8.7 Rules and Regulations

A copy of all Rules and Regulations adopted by any Town Agency shall be filed in the Office of the Town Clerk and made available for review by any person upon request provided, however, that such Rules and Regulations shall become effective ten (10) days following their adoption, whether or not they are so filed.

#### 8.8 Procedures of Boards or Committees

#### 8.8.1 Meetings

All boards or committees shall meet in compliance with Open Meeting Laws at such times and places as they may, by their own rules, prescribe. Additional meetings of any board or committee shall be held on the call of the respective chair or by a majority of the members thereof.

#### 8.8.2 Rules and Minutes

Each board or committee shall determine its own rules and order of business unless otherwise provided by the Charter or by Town Bylaw and shall provide for the keeping of minutes of its proceedings. Copies of these rules and minutes shall be publicly available in the Office of the Town Clerk **and on the Town website** and in the Library.

#### **8.8.3 Voting**

Except on procedural matters, all votes of all boards or committees shall be taken by a show of hands, or roll call vote, the results of which shall be recorded in the minutes. A majority vote shall be necessary to adopt any motion, order, appointment or approval to take any action not entirely procedural in nature.

#### 8.8.4 **Quorum**

A majority of the number of members of a board or committee specified in the Charter or other action creating such board or committee shall constitute a quorum thereof, but a smaller number may adjourn a board or committee meeting from time to time to another time.

#### 8.9 Elections

# 8.9.1 Annual Town Elections

The choice of elected Town Officers and Town Meeting Members, as well as referendum questions, shall be acted upon and determined on the date fixed by Town Bylaw by voters on official ballots without party or other designation.

#### 8.9.2 Procedures

All elections held pursuant to the Charter shall be conducted in accordance with the election laws of the Commonwealth of Massachusetts.

**8.9.3** Any town-wide election shall be held at the same time for each precinct at a place or places designated by the Board of Selectmen Select Board.

#### 8.10 Vacancies on Boards or Committees

Whenever a new board or committee is established, or a vacancy occurs on any existing board or committee, the appointing authority shall forthwith cause notice of the vacancy to be publicly available for not less than fifteen (15) days. Any person who desires to be considered for appointment to the position may, prior to the time the position is actually filled, file with the Town Clerk a statement setting forth his **their** interest in and qualifications for the position.

#### 8.11 Recall Procedures

#### 8.11.1 Application

Any holder of an elective office, other than a Town Meeting Member, with more than six (6) months remaining in the term for which he <u>they were</u> was elected, may be recalled therefrom by the voters in the manner provided in this section. No recall petition shall be filed against a Town Officer within three (3) months after he <u>they</u> takes office.

#### 8.11.2 Recall Petition

Two hundred and fifty (250) or more voters, including at least twenty-five (25) voters from each of the precincts into which the Town is divided, may file with the Town Clerk an affidavit containing the name of the Town Officer whose recall is sought and a sworn statement of the grounds upon which the affidavit is based. The Town Clerk shall, within twenty-four (24) hours of receipt, submit the affidavit to the Board of Registrars of Voters who shall forthwith certify thereon the number of signatures that are names of voters. A copy of the affidavit shall be entered in a record book to be kept in the office of the Town Clerk.

If the affidavit contains sufficient signatures, the Town Clerk shall deliver to the first ten voters listed upon the affidavit, blank petition forms, in such number as requested, demanding such recall, with his signature and official seal attached thereto. They shall be dated and addressed to the Board of Selectmen Select Board; shall contain the names of all persons to whom they are issued, the name of the person whose recall is sought and the grounds for recall as stated in the affidavit; and shall demand the election of a successor to the office held by such person. The recall petitions shall be returned and filed with the Town Clerk within twenty one (21) days following the date of the filing of the affidavit, signed by at least ten percent (10%) of the voters and containing their names and addresses; provided, however, that not more than twenty five percent (25%) of the total number signatures may be from voters registered in any one precinct.

#### 8.11.3 Recall Election

If the petition is certified by the Board of Registrars of Voters to be sufficient, it shall forthwith submit the petition with its certificate to the Board of Selectmen Select Board. Upon its receipt of the certificate, the Board of Selectmen Select Board shall forthwith give written notice of the petition and certificate to the Town Officer whose recall is sought, by mail, postage prepaid, to his their address as shown on the most recent voting list; and shall cause notice of the petition and certificate to be publicly available. If such Town Officer does not resign his said office within five (5) days after the date of such notice, the Board of Selectmen Select Board shall order an election to be held not less than 64 days or not more than 90 days from the date the Board of Selectmen Select Board orders the election; provided, however, that if any other town election is to occur not less than 70 days or not more than 90 days after the date of the certificate, the Board of Selectmen Select Board shall hold the recall election on the date of such other election.

If a vacancy occurs in said office after a recall election has been ordered, the election shall nevertheless proceed as provided in this section, and the ballots for candidates shall, notwithstanding a recall provision to the contrary, be counted to determine a successor in office.

#### 8.11.4 Nomination of Candidates

No Town Officer whose recall is sought may be a candidate to succeed himself **themselves** in the recall election. The nomination of candidates, the publication of the Warrant for the recall election, and the conduct of the election shall all be in accordance with the provisions of law relating to elections.

#### 8.11.5 Propositions on Ballot

Ballots used in a recall election shall state the following propositions in the order indicated:

For the recall of (name of Town Officer)
Against the recall of (name of Town Officer)

Adjacent to each proposition, there shall be a place to vote for either of the said propositions. After the proposition shall appear the word "candidates" and the names of candidates nominated pursuant to Massachusetts General Laws Chapter 54, Section 42.

If a majority of the votes cast upon the question of recall is in the affirmative, the candidate receiving the highest number of votes shall be declared elected and the incumbent shall be deemed removed upon the qualification of his **their** successor, who shall hold office during the unexpired term; provided, however, that, if the successor fails to qualify within five (5) days after receiving notification of his **their** election, the incumbent shall thereupon be deemed removed and the office shall be deemed vacant.

If a majority of votes cast upon the question of recall is in the negative, no candidate shall be declared elected, and the Town Officer whose recall was sought shall continue in office for the remainder of his **their** unexpired term, subject to recall as before.

#### 8.11.6 Repeat of Recall Petition

No recall petition shall be filed against a Town Officer subjected to a recall election and not recalled thereby, until at least six (6) months after the election at which his **their** recall was submitted to the voters.

## 8.12 Removal of an Appointed Board or Committee Member

## 8.12.1 Removal Process

The appointing authority <u>of any board or committee</u> may remove <u>(1)</u> an appointed member of <u>such</u> a board or committee with more than six (6) months remaining in the term for which he was they were appointed; or <u>(2)</u> an appointed member of <u>such board or committee</u> who is serving with no specified term length. For <u>purposes of Article 8.12</u>, the term appointing authority shall include the board <u>or commission</u>, Town Officer, or employee, including those employees serving without compensation and subject to Massachusetts General Laws Chapter <u>268A</u>, who exercises such appointment or removal power pursuant to law or otherwise obtained through delegation.

The process for such removal may be initiated in any of three methods:

- a The appointing authority may, by majority vote, cause a notice of removal to be filed with the Town Clerk. The notice shall be in writing and shall specify the grounds for such removal request;
- **b** A board or committee may, by majority vote, submit a written request that the appointing authority remove one of its members, specifying the grounds for such removal request in writing and causing a notice of removal to be filed with the Town Clerk;
- **c** One hundred (100) or more voters may file with the Town Clerk a petition requesting the removal of a member of a board or committee, specifying the grounds for such removal. Upon certification by the Board of Registrars of Voters of a sufficient number of valid signatures, the Town Clerk shall immediately notify the appointing authority thereof.

A copy of the notice, request, petition, or certification shall be delivered by the Town Clerk to the board or committee member forthwith. Delivery shall be by mail, postage prepaid, to their last known address.

#### 8.12.2 Public Hearing

A public hearing shall be convened by the appointing authority not less than twenty (20) nor more than thirty (30) days after a notice, request or valid petition *for* removal is filed with the Town Clerk. Not less than *five* (5) days (see Section 8.5) *ten* (10) days prior to such hearing, written notice thereof shall be given by the Town Clerk to the board or committee member whose removal is sought, by mail, postage prepaid, to his *their* last known address. Not less than forty-eight (48) hours prior to the time set for the commencement of the public hearing, the board or committee member shall be entitled to file a written statement with the appointing authority responding to the reasons cited for the proposed removal. The board or committee member may be represented by counsel at the public hearing, and shall be entitled to present evidence, call witnesses and, personally or through counsel, question any witnesses appearing at the hearing.

#### 8.12.3 Removal

The appointing authority may, by majority vote, adopt a final resolution of removal, which shall be effective upon adoption. Failure to adopt a final resolution of removal within thirty (30) days of the **close of the** public hearing shall be deemed to be a disapproval of such resolution. The action of the appointing authority in removing the

board or committee member shall be final, it being the intention of this provision to vest all authority and fix all responsibility for such removal in the appointing authority. The board or committee member shall continue to serve on the board or committee until a final resolution of removal has become effective.

## 8.13 Resignation of Town Officers

Any person holding an elective or appointive office may resign his **their** office by filing a notice of resignation with the Town Clerk, and such resignation shall be effective immediately upon such filing, unless a time certain is specified therein when it shall take effect.

#### 8.14 Town Seal

The Town Seal in existence at the time of adoption of the Charter shall continue to be the Town Seal and shall be kept in the custody of the Town Clerk. Papers or documents issued by any Town Officer or Town Agency may be attested by use of the Town Seal.

or take any other action with respect thereto.

Select Board

<u>Background</u>: The Reading Town Charter requires the creation of a Charter Review Committee at least once every ten years. Specifically, Article 4.13 of the Charter states that the Committee shall review the Charter and make a report, with recommendations, to the Town Meeting the Committee shall determine to be necessary or desirable. Article 8 and Article 9 of this Subsequent Town Meeting Warrant, together, present the slate of changes proposed by the Committee. Amendments approved under Article 8 will be presented, if approved by the Attorney General, to the public for its consideration at the ballot at the Annual Town Election in April of 2026. The amendments proposed under Article 9 fall outside the scope of amendments that the Town may adopt through the Home Rule Amendment Process. Thus, legislative action is necessary to effective those changes. If Article 9 is approved by Town Meeting, these amendments will be submitted to the legislature for approval as part of a Home Rule Petition.

Below is a brief explanation of the changes:

Reference	Simplify, clarify, modernize	Additional Explanation	Special Act	
Article 1: Ex	kistence, Autl	hority and Defin	nitions	
1.2	Yes	No		No
1.5	Yes	No		No
1.6	Yes	Yes	Expanded the definition of "local news medium" to include the Town Website. Redefined "majority vote" to mean a majority of those present and voting.	Yes
Article 2: Re	epresentative	Town Meeting		
2.2	Yes	No		No
2.3	Yes	No		No
2.6	Yes	Yes	Provides opportunity to be heard before removal from Town Meeting.	Yes
2.9	Yes	No		No

Reference	Simplify, clarify, modernize	Noteworthy Change	Additional Explanation	Special Act
2.10	Yes	No		No
2.11	Yes	No		No
2.12.1	Yes	Yes	Clarify process for appointment when Chair of the Finance Committee is in the last year of their term.	No
2.12.2	Yes	Yes	Clarify process for appointment when Chair of the Bylaw Committee is in the last year of their term.	No
2.13	Yes	No	·	No
2.14	Yes	No		No
2.15.1	Yes	Yes	Clarified the process for submitting a petition.	No
Article 3: E	lected Officer	s and Boards o	or Committee	
3.1	Yes	No		No
3.2	Yes	No		No
3.3	Yes	No		No
3.4	Yes	No		No
3.5	Yes	No		No
Article 4: A	ppointed Boa	rds or Commit	tees	
4.1	Yes	No		No
4.2	Yes	No		No
4.4	Yes	No		No
4.5	Yes	No		No
4.6	Yes	No		No
4.7	Yes	No		No
4.8	Yes	Yes	Establishes the membership of Historical Commission at 5 individuals.	No
4.9	Yes	No		No
4.10	Yes	No		No
4.11	Yes	Yes	Establishes the membership of Town Forest Committee at 5 individuals.	No
4.12	Yes	No		No
4.13	Yes	No		No
4.15	Yes	No		No
	own Manager			1
5.1	Yes	Yes	Amends qualification for appointment to the position.	Yes
5.2	Yes	No		No
5.3	Yes	Yes	Amends title of Ombudsman to Constituent Services Officer	No
5.4.1	Yes	No		No
5.4.2	Yes	Yes	Clarifies terms of employment may be set by Select Board	Yes
5.4.3	Yes	No		No
5.4.4	Yes	No		No
5.5	Yes	No		No

Reference	Simplify, clarify, modernize	Noteworthy Change	Additional Explanation	Special Act
5.5.1	Yes	No		No
5.5.2	Yes	No		No
5.5.3	Yes	No		No
Article 6: A	dministrative	Organization		
6.1	Yes	No		No
6.2	Yes	Yes	Amends qualifications for appointment to the position.	No
6.3	Yes	No		No
6.4	Yes	No		No
6.5	Yes	No		No
6.6	Yes	No		No
Article 7: B	udget and Ca	pital Improvem	nents Program	
7.2	Yes	No		No
7.3	Yes	No		No
7.5	Yes	No		No
7.6.2	Yes	No		No
7.6.3	Yes	No		No
7.7	Yes	No		No
Article 8: G	eneral Provis	ions		
8.6	Yes	No		No
8.8.2	Yes	Yes	Clarifies that copies of rules and minutes shall be available on the Town website.	No
8.8.4	Yes	No		No
8.9.3	Yes	No		No
8.10	Yes	No		No
8.11.1	Yes	No		No
8.11.2	Yes	Yes	Amends the number of registered voters that must submit a recall affidavit. Incorporates additional notice provisions relative to the recall process and expands the time for filing a recall petition. Amends numbers of signatures required to trigger a recall election.	Yes
8.11.3	Yes	No		No
8.11.4	Yes	No		No
8.11.5	Yes	No		No
8.11.6	Yes	No		No
8.12.1	Yes	Yes	Clarifies removal process for appointed officials.	No
8.12.2	Yes	Yes	Amends number of day's notice required for a removal hearing.	No
8.12.3	Yes	Yes	Clarifies removal process and hearing procedure.	No
8.13	Yes	No		No

Finance Committee Report: No Report.

**Bylaw Committee Report**: At their meeting on October 9, 2025, the Bylaw Committee voted 4-0 to recommend this Article to Town Meeting.

**ARTICLE 9** To see if the Town will vote to authorize the Select Board, on its behalf, to petition the General Court for passage of a special law substantially as provided below. The Legislature may make clerical or editorial changes in form only to the bill, unless the Select Board approves amendments to the bill before enactment by the Legislature. The Select Board is hereby authorized to approve amendments that shall be within the scope of the general public objectives of this petition.

#### AN ACT RELATIVE TO THE TOWN OF READING HOME RULE CHARTER

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

**Section 1:** Article 1 of the Town of Reading Home Rule Charter as amended through by November 1, 2025, a copy of which is on file in the office of the archivist of the Commonwealth pursuant to Chapter 43B of the General Laws, is hereby amended by striking the definition of "Majority Vote" in section 1.6 thereof in its entirety and inserting, in place thereof, the following definition:

**Majority Vote** – The term "majority vote" shall mean the affirmative vote of a majority of those present and voting provided that a quorum of the body is present.

**Section 2:** Article 2 of said Charter is hereby amended by striking section 2.6 thereof in its entirety and inserting, in place thereof, the following section:

# 2.6 <u>Vacancies</u>

A Town Meeting Member may resign by filing a written notice with the Town Clerk. A Town Meeting Member who terminates residency in the Town shall cease to be a Town Meeting Member. A Town Meeting Member who moves their residence from the precinct from which they were elected to another precinct shall serve only until the next Annual Town Election.

If any person elected as a Town Meeting Member fails to attend one-half or more of the total Town Meeting sessions within one year preceding the most recent Annual Town Election, their seat may be declared vacant by a majority vote of the Town Meeting, after providing the member an opportunity to be heard.

The Select Board shall place an Article on the Annual Town Meeting Warrant to remove any such Town Meeting Member from office. At least seven (7) days prior to the Annual Town Meeting, the Town Clerk shall notify any such Town Meeting Member that they may be removed from office, provided, however, that such notice shall be deemed adequate if mailed postage prepaid to the Town Meeting Member's last known address.

Any vacancy in a Town Meeting position may be filled until the next Annual Town Election by a vote of the remaining Town Meeting Members of the precinct, provided, however, that the balance of any unexpired term shall be filled at the next Annual Town Election. In the event of a vacancy, the Town Clerk shall give written notice thereof to the remaining Town Meeting Members of the precinct and shall publish such notice in a local news medium. Such notice shall provide at least seven (7) day's advance notification of the time and place for a precinct meeting for the purpose of temporarily filling the vacancy.

**Section 3:** Article 5 of said Charter is hereby amended by striking section 5.1 thereof in its entirety and inserting, in place thereof, the following section:

# 5.1 Appointment, Qualifications and Term

The Select Board shall appoint a Town Manager, who shall be appointed solely on the basis of their executive and administrative qualifications. The Town Manager shall be a professionally qualified person of proven ability, especially fitted by education, training and previous experience. The candidate shall have at least three (3) years of full-time paid experience as a City or Town Manager or Assistant City or Town Manager or five (5) years of equivalent level public or private sector experience.

The terms of the Town Manager's employment shall be the subject of a written contract, for a term not to exceed three (3) years, setting forth their tenure, compensation, vacation, sick leave, benefits, and such other matters as are customarily included in an employment contract. The Town Manager's employment contract shall be in accordance with and subject to the provisions of the Charter and shall prevail over any conflicting provision of any personnel bylaw, rule, or regulation. The Town Manager's compensation shall not exceed the amount annually appropriated for that purpose.

The Town Manager shall devote full time to the office and, except as expressly authorized by the Select Board, shall not engage in any other business or occupation. Except as expressly provided in the Charter, the Town Manager shall not hold any other public elective or appointive office in the Town; provided, however, that, with the approval of the Select Board, the Town Manager may serve as the Town's representative to regional boards, commissions or similar entities, but shall not receive any additional salary from the Town for such services.

**Section 4:** Article 5 of said Charter is hereby further amended by striking section 5.4.2 thereof in its entirety and inserting, in place thereof, the following section:

# 5.4.2 Long-Term Absence

In the event of the absence, incapacity, or illness of the Town Manager in excess of thirty (30) days, the Select Board shall without delay appoint a qualified individual to serve as Acting Town Manager until the Town Manager returns., under terms of employment to be determined by the Select Board and in accordance with Section 5.4.4.

**Section 5:** Article 8 of said Charter is hereby amended by striking section 8.11.2 thereof in its entirety and inserting, in place thereof, the following section:

#### 8.11.2 Recall Petition

Two percent (2%) of registered voters, including at least twenty-five (25) voters from each of the precincts into which the Town is divided, shall file with the Town Clerk an affidavit containing the name of the Town Officer whose recall is sought and a sworn statement of the grounds upon which the affidavit is based. The affidavit shall contain a factual statement which alleges and includes relevant evidence of an explicit legal or ethical breach of the officeholder's sworn responsibilities. The Town Clerk shall, within twenty-four (24) hours of receipt, submit the affidavit to the Board of Registrars of Voters who shall forthwith certify thereon the number of signatures that are names of voters. A copy of the affidavit shall be entered in a record book to be kept in the office of the Town Clerk.

If the affidavit contains sufficient signatures, the Town Clerk shall deliver to the first ten voters listed upon the affidavit, blank petition forms, in such number as requested, demanding such recall, with the Town Clerk's signature and official seal attached thereto. The Town Clerk shall cause to be delivered a copy of the affidavit by certified mail to the elected official's address of record whose recall is being sought within five business days of the blank petition forms being delivered. They shall be dated and addressed to the Select Board; shall contain the names of all persons to whom they are issued, the name of the person whose recall is sought and the grounds for recall as stated in the affidavit; and shall demand the election of a successor to the office held by such person. The recall petitions shall be returned and filed with the Town Clerk within thirty (30) days following the date of the filing of the affidavit, signed by at least twenty percent (20%) of the voters and containing their names and addresses; provided, however, that not more than twenty percent (20%) of the total number signatures may be from voters registered in any one precinct.

**Section 6:** The Reading town clerk may make non-substantive changes to the numbering of the sections of the town of Reading home rule charter.

**Section 7:** This Act shall take effect upon approval by the voters, at a local election, of the further amendments to the Town of Reading Home Rule Charter adopted pursuant to Article 8 of the November 10, 2025 special town meeting.

or take any other action with respect thereto.

Select Board

Background: For background, please see Article 8.

Finance Committee Report: No Report.

**Bylaw Committee Report**: At their meeting on October 9, 2025, the Bylaw Committee voted 4-0 to recommend this Article to Town Meeting.

**ARTICLE 10** To see if the Town will vote to raise and appropriate, transfer from available funds, borrow or otherwise provide \$50,000 or any other sum or sums of money for removal of invasive plant species from the Town Forest; or take any other action with respect thereto.

**Town Forest Committee** 

**Background:** The Town Forest, at nearly 300 acres in size, is a major multi-use recreational open space asset for the Town of Reading. This warrant article requests funding to continue the removal of invasive plants, which are destructive to the environment and cause ecological harm. Over the past several years, the Town has invested in the Forest by removing dying red pine trees, and those areas are at risk for being overtaken by invasive species if not properly managed. As we shift towards a sustainment plan, this request is 1/3rd of last year's approved request, and will focus on previously untreated areas to protect the previous investment. Sustained management results in overall lower long-term costs, because it is much easier to remove small plants before they become established as large bushes or trees. Funding is needed due to the amount of invasive plants that need professional management, including application of herbicides by licensed applicators.

<u>Finance Committee Report</u>: At their meeting on October 15, 2025, the Finance Committee voted 8-0 to recommend this Article to Town Meeting.

**Bylaw Committee Report**: No Report.

**ARTICLE 11** To see if the Town will vote to adopt a bylaw regulating the clearing of public sidewalks by (1) inserting a new Article 8.15 into the Town's General Bylaw, as follows:

## Article 8.15 Clearing of Public Sidewalks

# 8.15.1 Removal Requirement

The owner or manager of any property abutting a sidewalk of a public way in the Downtown Smart Growth Overlay District, as shown on the Town's Zoning Map, shall cause the portion of said sidewalk abutting their property to be maintained in a non-slippery condition, suitable for pedestrian travel, by clearing any slush, loose, granular, or packed snow, and ice for the portion of the paved sidewalk abutting their property.

Removal of slush, snow, and ice shall be conducted in a manner that clears the full paved path or a minimum of forty two (42) inches wide, whichever is less, unless otherwise specified herein. Slush, snow and ice shall be removed by plowing, shoveling, scraping or other methods in such a manner as to not damage the sidewalk, and shall be performed within the first (4) four hours between sunrise and sunset after such slush, snow and ice has come upon such sidewalk. In the event of an unusually heavy snowfall, the time limit may be extended at the discretion of the Director of Public Works or their designee.

# 8.15.2 Handicapped Ramps

Handicapped access ramps located within a sidewalk of a public way shall be cleared to the full extent of the width and length of the main slope, curb ramps, landings and side slopes.

## 8.15.3 Maintenance

When necessary, the owner or manager shall maintain said portion of cleared sidewalk in a non-slippery condition by application of agents designed for such purposes, provided said agent is approved by the Director of Public Works. The Director of Public Works shall annually cause a list of such approved agents to be published on the Town's website and posted in Town Hall from November to April. Individuals shall not apply any agent to the sidewalk which does not appear on the approved list without written permission from the Director of Public Works or their designee.

# 8.15.4 Enforcement and Administration

- 8.15.4.1 In addition to any other means of enforcement, the provisions of this bylaw and the regulations adopted pursuant thereto may be enforced by non-criminal disposition in accordance with the provisions of Section 1.8 of this bylaw, and MGL Chapter 40 Section 21D. Every calendar day upon which such violation exists shall be considered a separate offense; provided, however, that the offense count shall restart each fiscal year.
- **8.15.4.2** This bylaw shall take effect on November 1, 2026, or immediate after it is posted by the Town Clerk in accordance with G.L. c.40, §32, whichever is later.

And (2) by amending Article 1.8 of the General Bylaws by inserting a new line in the table, as follows:

Bylaw Section	Bylaw Title	Enforcing Person	Penalty- First Offense	Penalty- Second Offense	Penalty- Additional Offences
8.15	Clearing of Public Sidewalks	Director of Public Works; and Police Department	\$100	\$200	\$200

or take any other action with respect thereto.

**Bylaw Committee** 

<u>Background</u>: At Subsequent Town Meeting in 2022, a Citizen Petition Article was submitted to create a new bylaw requiring downtown business owners to clear their sidewalks of snow and ice following a winter storm. The Bylaw Committee agreed to investigate the issue. Massachusetts General Law (M.G.L.) allows towns to create local ordinances regarding snow and ice removal. The Bylaw Committee researched how other municipalities handle their snow removal and decided to craft a bylaw for Reading's Downtown Smart Growth District to present to Town Meeting for its consideration.

Finance Committee Report: No Report.

**Bylaw Committee Report**: At their meeting on October 9, 2025, the Bylaw Committee voted 4-0 to recommend this Article to Town Meeting.

and you are directed to serve this Warrant by posting an attested copy thereof in at least one (1) public place in each precinct of the Town not less than fourteen (14) days prior to November 10, 2025, or providing in a manner such as electronic submission, holding for pickup or mailing, an attested copy of said Warrant to each Town Meeting Member.

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

Given under our hands this 16 th day of September, 2025.

Christopher Haley, Chair

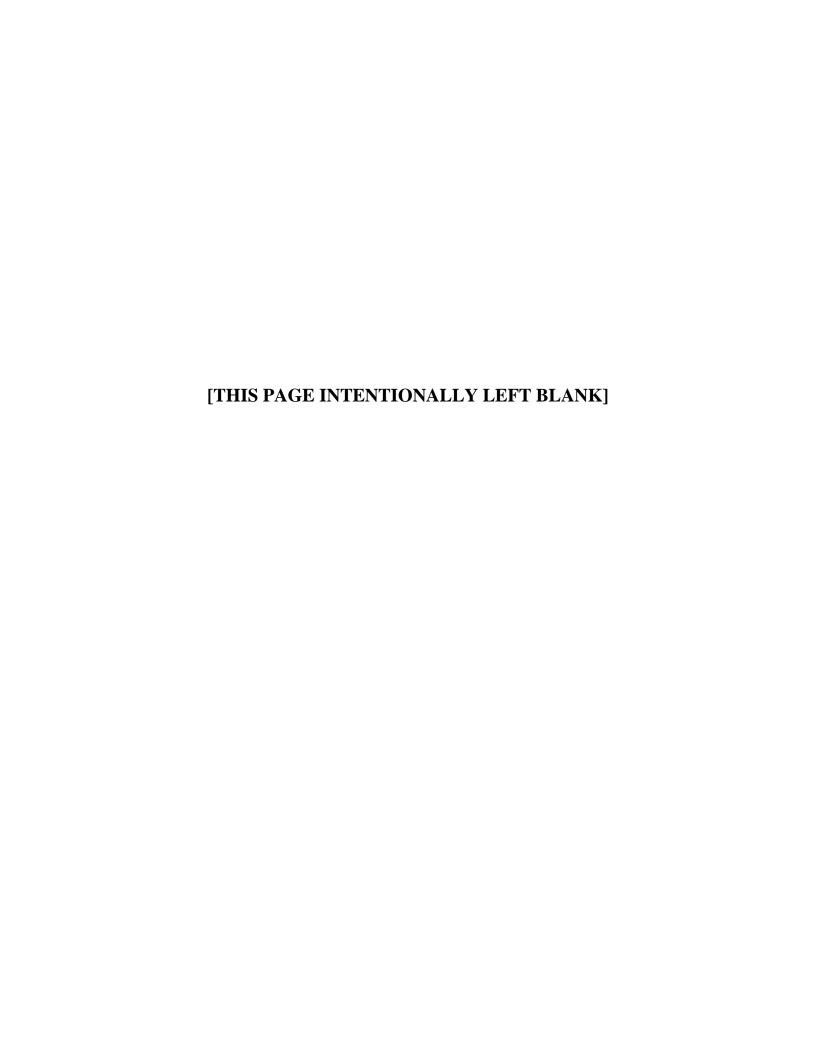
Melissa Murphy, Vice Chair

Karen Rose-Gillis, Secretary

Carlo Bacci, Member

Karen Gately Herrick, Member

SELECT BOARD OF READING



10/16/2025 9:57	FY-2026	FY-2027	FY-2028	FY-2029	FY-2030	FY-2031	FY-2032	FY-2033	FY-2034	FY-2035	FY-2036	FY25-36	
acilities - General/CORE	480,000	470,000	1,025,000	335,000	245,000	195,000	202,500	750,000	265,000	-	-	4,017,500	
acilities - School Buildings	120,000	40,000	-	145,000	40,000	80,000	875,000	100,000	1,100,000	-	-	2,500,000	
acilities - Town Buildings	-	144,000	-	-	30,000	-	-	-	-	-	-	174,000	
ublic Schools - General	160,000	260,000	260,000	735,000	260,000	300,000	260,000	310,000	260,000	225,000	225,000	3,435,000	
dministrative Services	100,000	205,000	150,000	158,500	150,000	166,000	175,000	175,000	200,000	200,000	200,000	2,494,500	
inance	-	-	-	-	-	-	-	600,000	-	-	-	600,000	
ublic Library	-	=	-	-	-	-	=	-	-	-	-		
ublic Services	150,000	-	-	-	-	570,000	250,000	335,000	325,000	-	-	1,875,000	
ublic Safety - Fire/EMS	1,610,000	485,000	705,000	-	200,000	485,000	350,000	766,000	-	-	1,700,000	6,301,000	
ublic Safety - Police/Dispatch	-	25,000	-	80,000	222,000	-	-	680,000	65,000	144,000	-	1,306,000	
ublic Works - Equipment	300,000	142,500	515,000	1,495,500	960,000	988,000	1,140,000	700,000	60,000	55,000	300,000	7,064,000	
ublic Works - Parks & Cemetery	300,000	300,000	300,000	300,000	300,000	300,000	300,000	300,000	300,000	300,000	300,000	3,847,000	
ublic Works - Roads	876,000	955,000	935,000	1,175,000	1,075,000	1,260,000	1,218,000	1,300,000	1,300,000	1,300,000	1,300,000	14,489,000	
OTAL CAPITAL REQUESTS	4,096,000	3,026,500	3,890,000	4,424,000	3,482,000	4,344,000	4,770,500	6,016,000	3,875,000	2,224,000	4,025,000	48,103,000	
let Revenues (000s)	128,993	138,976	148,161	153,530	158,799	163,563	168,470	173,524	178,730	184,092	189,614		
ess excluded debt	-	(4,725)	(8,846)	(8,846)	(8,848)	(8,848)	(8,848)	(8,848)	(8,848)	(8,848)	(8,848)		
Baseline for FINCOM Policy	128,993	134,251	139,315	144,684	149,951	154,715	159,622	164,676	169,882	175,244	180,766		
INCOM policy: 5% debt + capital	6,449,650	6,712,550	6,965,750	7,234,200	7,497,550	7,735,749	7,981,093	8,233,798	8,494,084	8,762,178	9,038,316	91,031,367	
- Net Included Debt	2,353,475	3,316,500	3,055,625	2,789,050	3,943,750	3,303,250	3,182,100	1,979,050	1,828,100	1,770,900	1,713,700	32,053,538	
INCOM Target Capital Funding	4,096,175	3,396,050	3,910,125	4,445,150	3,553,800	4,432,499	4,798,993	6,254,748	6,665,984	6,991,278	7,324,616	58,977,829	
riginal Funding Voted or Proposed	4,096,000	3,026,500	3,890,000	4,424,000	3,482,000	4,344,000	4,770,500	6,134,630	6,528,991	6,991,278	7,324,616	58,120,927	
dditional temp funding	-											647,588	
mergency cuts												•	
dditional Funding Sept TM												-	
dditional Funding Nov TM												31,000	
dditional Funding April TM												143,000	
OTAL CAPITAL REQUESTS	4,096,000	3,026,500	3,890,000	4,424,000	3,482,000	4,344,000	4,770,500	6,016,000	3,875,000	2,224,000	4,025,000	48,103,000	
apital & Debt Policy	5.00%	4.72%	4.99%	4.99%	4.95%	4.94%	4.98%	4.93%	4.92%	5.00%	5.00%		
nnual Surplus (Deficit)		-	-	-	-	-	-	118,630	2,653,991	4,767,278	3,299,616		
umulative Surplus (Deficit)	-	-	-	-	-	-	-	118,630	2,772,621	7,539,899	10,839,515		

10/16/2025 9:57	FY-2026	FY-2027	FY-2028	FY-2029	FY-2030	FY-2031	FY-2032	FY-2033	FY-2034	FY-2035	FY-2036	FY25-36	
Killam Building project TBD Excluded Debt													
- Killam Field improvements, drainage, repaving (\$350k HOLD for Killam project)													
Senior/Community Center TBA Excluded Debt if >\$5mil (Options are being explored)													
DPW Bldg improvements (scope changed)													
Community projects (no formal capital requests yet)													
Leg	Legend: xDebt has been approved by the voters as excluded from the Prop 2-1/2 levy; debtni has been authorized by Town Meeting but not yet issued; debtna has not yet been authorized by Town Meeting												

10/16/2025 9:57	FY-2026	FY-2027	FY-2028	FY-2029	FY-2030	FY-2031	FY-2032	FY-2033	FY-2034	FY-2035	FY-2036	FY25-36	
Facilities - CORE	480,000	470,000	1,025,000	335,000	245,000	195,000	202,500	750,000	265,000	•		4,017,500	
Energy (Performance Contract) \$4.95mil debt												-	
Energy Improvements II OPM/Design													
Energy Improvements II \$5.0mil/15yr	Debt	Debt	Debt	Debt	Debt	Debt	Debt	Debt					
Energy (Green Repairs) \$1.05mil debt													
Bldg Security - \$4.0mil debt	Debt	Debt	Debt	Debt	Debt							_	
Bldg Sec window film (schools)												-	
Facilities Master Plan			200,000									200.000	Move out 1 yr
Permanent Bld Committee	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000			500,000	•
RMHS Building project ~\$55mil debt			,	,			11,111	11,111					
RMHS Bldg proj - \$6 mil Litig. some debt	Debt	Debt										-	
RMHS Retaining Wall - \$0.5mil debt												_	
RMHS Lighting Control Upgrade	200,000												Add new item
RMHS Turf 2 - \$2.225 mil debt	Debt	Debt	Debt	Debt	Debt							_	
RMHS Stadium OPM/Design	2001	2001	2001	2001	2001							_	
RMHS Glycol Reclamation & Installation	1											-	
RMHS Building Management System (Green Communities Grant \$150k?)												_	
RMHS Stadium Turf/Track \$3 mil/10yr	Debt	Debt	Debt	Debt	Debt	Debt	Debt					_	
RMHS Ropes Course							97,500					97.500	Move out 1 yr
RMHS/RISE playground design							,					-	
RMHS/RISE playground improvements												_	
RMHS Fldhouse floor/bleachers \$3.2 mil TBD debt (\$200K design; \$3.0 mil project )	Debt	Debt	Debt	Debt	Debt	Debt	Debt	Debt	Debt	Debt	Debt	_	
Parker MS roof project OPM/design	- 5.00							- 541					
Parker MS Roofing project \$2.7mil/10yr	Debt	Debt	Debt	Debt	Debt	Debt	Debt						
Parker MS Auditorium Lighting Upgrade	230,000											230,000	Increase by \$180k
Coolidge MS roof project design			450,000									450,000	<b>†</b>
Coolidge MS Roofing project \$3.7mil/10yr			·	Debtna	Debtna	Debtna	Debtna	Debtna				-	
Modular Classrooms \$1.2m debt												-	
Killam Building project TBD xDebt		xDebt	xDebt	xDebt	xDebt	xDebt	xDebt	xDebt				-	
Barrows/Wd End Bldg projects \$0.8mil debt												-	
Barrows/Wd End Bldg projects debt												-	
Birch Meadow ES roof project design				230,000								230,000	
Birch Meadow Roofing project \$1.9 mil/10yr					Debtna	Debtna	Debtna	Debtna				-	
Library Building project \$18.4 mil debt												-	
Police Sta. project \$1.5mil/10yr	Debt	Debt	Debt	Debt	Debt	Debt	Debt					-	
Fire Station #1 Main Street Elevator Replacement		300,000										300,000	Increase by \$17k
Town Hall Roofing project design \$55k design and \$550k					design	55,000		550,000					Move out 1 yr
Town Hall Restroom Improvements													
Town Hall Elevator Replacement			325,000									325,000	Increase by \$73k
Police Station . Roof \$15k design and \$150k					design	15,000		150,000					Move out 1 yr
Community Center TBA xDebt if >\$5mil												-	
Community Center Heating System \$700k												-	
DPW Garage Roof Project \$102k design and \$1.3 million												-	
DPW Bldg project TBD												-	

10/16/2025 9:57	FY-2026	FY-2027	FY-2028	FY-2029	FY-2030	FY-2031	FY-2032	FY-2033	FY-2034	FY-2035	FY-2036	FY25-36	
Electrician Van Ford E350 Econoline (2014)		-	<u> </u>	55,000								55,000	Move out 2 yrs
Carpenter's Pickup Ford F-350 (2013)		55,000										55,000	
Carpenter's Cut-away Van (2017)					60,000							60,000	
Plumber's Cut-away Van (2017)					60,000							60,000	
Pickup Truck Chevy 2500HD (2016)					75,000							75,000	
Pickup Truck Chevy 2500HD (2017)					'	75,000						75,000	Move out 1 yr
2019 Ford Transit Van 10							55,000					55,000	Move out 1 yr
2021 Bobcat L28 Mini Loader (15 years)								-	100,000			100,000	
Bobcat Skid S130 (2008) 15		65,000	'									65,000	Move up 2 yr
Bobcat Utility UV56 (2024)									115,000			115,000	
Buildings - Schools (Total)	120,000	40,000		145,000	40,000	80,000	875,000	100,000	1,100,000	-	-	2,500,000	
Arc Flash Hazard Study	105,000											105,000	
HVAC - Elementary schools					Barrows ->	80,000	775,000					855,000	
design(yr1)/project(yr2)							Wood End ->	100,000	1,100,000			1,200,000	
Coolidge MS HVAC - Steam Traps		Coolidge ->		75,000								75,000	Move out 1 yr
Carpet/Flooring				70,000			60,000					130,000	Move out 1 yr
Doors & Windows		40,000	,	,	40,000		40,000					120,000	Move out 1 yr
Birch Meadow Food Service Line - paid by School Lunch Revolving fund												-	
Barrows Food Service Line - paid by School Lunch Revolving fund												-	
Wood End Water Heater	15,000											15,000	
Parker Carpet/Flooring												-	
Buildings - Town (Total)	-	144,000	-	-	30,000	-	-	-	-	-	-	189,000	
Arc Flash Hazard Study		144,000										144,000	
Carpet/Flooring				,	30,000							30,000	Move out 1 yr
Doors & Windows												-	

10/16/2025 9:57	FY-2026	FY-2027	FY-2028	FY-2029	FY-2030	FY-2031	FY-2032	FY-2033	FY-2034	FY-2035	FY-2036	FY25-36	
Schools - General	160,000	260,000	260,000	735,000	260,000	300,000	260,000	310,000	260,000	225,000	225,000	3,435,000	
Food Service Van E-250 (2014)												-	
Driver's Education Vehicle (2014)												45,000	
Card readers for all the schools												-	
Vehicle Barriers for all schools				475,000								475,000	
Bob Utility UV34 (2021)								50,000				50,000	
Courier Vehicle (2019)						40,000						40,000	
District-wide Telephone systems	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000			100,000	
Design for Technology wiring projects												-	
District-wide Technology Wiring projects												-	
District-wide Technology projects	150,000	250,000	250,000	250,000	250,000	250,000	250,000	250,000	250,000	225,000	225,000	2,725,000	
Technology	100,000	205,000	150,000	158,500	150,000	166,000	175,000	175,000	200,000	200,000	200,000	2,494,500	
Water Tank Town telco equip replace/relocate												-	
Remote access multi factor authentication												-	
Internal segmentation firewall												-	
Servers for building security system for towns and schools		80,000										80,000	Add new item
CAD System (Computer Aided Dispatch)												455,000	
Firewall Upgrade													
GIS flyover - planimetrics												-	
Technology projects	100,000	125,000	150,000	158,500	150,000	166,000	175,000	175,000	200,000	200,000	200,000	1,899,500	Increase FY26 by \$16k, Decrease FY27 by \$5k
Finance	-	-	-	-	-	-	-	600,000	-	-	-	600,000	
Financial System								600,000				600,000	
Library	-	-	-	-	-	-	-	-	-	-	-	-	
Equipment	-	-	-	-	-	-	-	-	-	-	-	-	
Public Services	150,000	-	-	-	-	570,000	250,000	335,000	325,000	-	-	1,875,000	
Maillett Sommes Morgan \$1.0mil/10yrs	Debt				-								
Downtown Improvements II \$4.0mil/ 20yrs	Debtna			-									
Downtown Improvements II \$3.75 mil Bond Bill												-	
Downtown Energy Efficient projects												-	
PARC: Kiosks(4) handheld devices(2)												-	
Land Use planning (CC & Symonds)												-	
Sr/Community Center planning												-	
Parks & Fields space study												-	
Rehab Playgrounds Program												-	
	Sturges											-	

10/16/2025 9:57	FY-2026	FY-2027	FY-2028	FY-2029	FY-2030	FY-2031	FY-2032	FY-2033	FY-2034	FY-2035	FY-2036	FY25-36	
Birch Meadow Master Plan												-	
Birch Meadow Master Plan Design													
Phase 1 \$2.3 mill (\$1.5mil ARPA grant & \$800k debt)												-	
Support & general Circulation \$750k-\$1.2mil												-	
Imagination Station Parking \$450-550k												-	
Phase 2 \$2.14mil/10yr debt (\$245k design)	Debt	Debt	Debt	Debt	Debt	Debt	Debt	Debt	Debt	Debt		245,000	
Lacrosse Wall \$100-150k												-	
Tennis Courts, Playground, Parking \$800k-\$1.0mil												-	
Basketball Courts \$500-650k												-	
Phase 3 \$1.6mil/10yr debt												-	
Morton Field improvements \$600-950k												-	
Castine Field \$75-100k												-	
Higgins Farm Conserv Area \$100-150k												-	
Birch Meadow Drive Improvements \$250-400k												-	
Phase 4 \$6.0mil/10yr debt												-	
Softball/Multi purpose new turf field \$3.2-3.6mil												-	
Coolidge Field turf \$2.2-2.4 mil.												-	
Artificial Turf @Parker MS (replace) design to 2027 debt 2028 \$1.5 mill 10 yrs	150,000	Debtna	150,000										
Pickleball Courts \$1.50 million (200k donations)(100k FY26 Capital)(\$200k Ice Arena Fund)		Debt											
Barrows Tennis court repairs						125,000						125,000	Move out 2 yrs
Barrows Basketball court repairs						100,000						100,000	Move out 2 yrs
Barrows Replace backstop & repair infield						125,000						125,000	Move out 2 yrs
Killam Field improve, drainage, repaving (\$350k) held for Killam project decision												-	
Wood End Field Repairs									325,000			325,000	Move out 1 yr
(*) below indicates \$950k in state bond bill details TBA (\$805k identified below)												-	
*Wash Pk:Replace backstop & shift field							150,000					150,000	Move out 1 yr
*Wash Pk:Walking Paths							100,000					100,000	Move out 1 yr
*Mem Pk: Replace Band Stand						50,000						50,000	
*Mem Pk:Court resurface						20,000						20,000	
*Symonds:Replace backstop						150,000						150,000	Move up 2 yrs
*Hunt Pk:Replace backstop								125,000				125,000	
Sturges Pk:Tennis court repairs								75,000				75,000	
Sturges Pk:Basketball court repairs								85,000				85,000	
Sturges Pk:Backstop repairs								50,000				50,000	
Public Safety - Fire/EMS	1,610,000	485,000	705,000	-	200,000	485,000	350,000	766,000	-		1,700,000	6,301,000	
Ladder Trk #1 (2008: \$800k, next FY22) (15 years)												-	
Ladder Truck & Equipment												-	
Pumper Eng #1 (2010-\$525k; next FY30)					Debtna							-	Increase by \$100k
Pumper Eng #2 (2007-\$410k; next FY25)	1,300,000											1,300,000	Increase by \$150k

10/16/2025 9:57	FY-2026	FY-2027	FY-2028	FY-2029	FY-2030	FY-2031	FY-2032	FY-2033	FY-2034	FY-2035	FY-2036	FY25-36	
Pumper Eng #3 (2016 \$630k; next FY36)											1,700,000	1,700,000	Add replacement
Pumper Eng #4 (2020 \$800k; next FY40)													
Ambulance #1 (2017- 10 yrs)			500,000									500,000	
Ambulance #2 (2010 - 10yrs) & equip								575,000				575,000	
Ambulance equipment		,	45,000					45,000				90,000	Move out 1 yr to match with ambulance purchase
Passenger Car#1 (2023 - 10yrs)								75,000				75,000	
Passenger Car#2 (2022 - 10yrs)					75,000			1				75,000	Move up 3 yrs
Passenger Car#3 (2023 - 10yrs)								71,000				71,000	
Passenger Car#4 (2018 - 10yrs)					85,000							85,000	Add replacement
Pickup Truck #1 (2019 - 10yrs)						85,000						85,000	
Pickup Truck #2 (2012 - 10yrs)		,	80,000									80,000	Move out 1 yr
Alarm Truck (2023 - 20yrs)			·									_	
ALS Defibrillator Monitor (2019 - 7yrs) transition Zoll Monitor System	310,000				-							310,000	Remove \$70k fr FY30
BLS AEDs (2020-8yrs)	·	25,000			- -								FY27 capital will replace all; FY30 funding no longer needed
Rescue Tool		60,000										60,000	
Breathing Apparatus (2017-12yrs)		,				400,000						400,000	
Breathing Air Compressor						· · · · · · · · · · · · · · · · · · ·						-	
Breathing Air Bottles		30,000										30,000	
CPR Compression Device		,	20,000									20,000	
Thermal Imaging (2018 - 10yrs)			60,000									60,000	
Fire Hose			,		40,000							40,000	
Multigas meters		20,000			,							20,000	
Turnout Gear (2022 - 5yrs)		350,000					350,000						Increase \$50k
Public Safety - Police/Dispatch	_	25,000	-	80,000	222,000	-	-	680,000	65,000	144,000	-	1,306,000	
Police Unmarked Vehicles		,		80,000				80,000	•	,			Move out 1 yr
Police Parking Enforcement Vehicle (2024)									65,000			105,000	
Police equipment (tasers) (7 years) ( 2021)					192,000		ı						Move up 2 yrs
Firearms Replacement (12 years) (2023)										144,000			Move out 3 yrs
Radios (Police & Fire 2022 - 12yrs)								600,000				600,000	
Dispatch Center Equipment Upgrade (2019)													
AEDs		25,000			30,000							55,000	
Public Works - Equipment	300,000	142,500	515,000	1,495,500	960,000	988,000	1,140,000	700,000	60,000	55,000	300,000	7,064,000	
Large Trucks Lif	275,000	-	515,000	-	900,000	440,000	1,070,000	240,000				3,440,000	
C-03 Dump Truck C3 (2016) 10						140,000						140,000	
C-04 Dump Truck C2 (2012) 10			120,000									120,000	
H-05 Small Dump Truck #7 (2012)			120,000									120,000	
H-06 Aerial Pickup Truck #14 (2017) 10						100,000						100,000	
H-07 Truck #10 (2018)								240,000				240,000	
H-08 Truck #9 - Sander (2017) 15							275,000					275,000	
H-09 Truck #8 - 10 wheeler (2016)							245,000					245,000	
H-10 Truck #22 -Sander (2015) 15							275,000					275,000	

10/16/2025 9:57	FY-2026	FY-2027	FY-2028	FY-2029	FY-2030	FY-2031	FY-2032	FY-2033	FY-2034	FY-2035	FY-2036	FY25-36	
H-11 Truck #4 - Sander (2014) 1	5						275,000					275,000	
H-12 Truck #16 - Sander (2011) 1	5				300,000							300,000	Move up 1 yrs and increase 25k
H-14 Truck #3 - Sander (2010) 1	5				300,000							300,000	Move up 1 yrs and increase 25k
H-15 Truck #5 (2008)	5				300,000							300,000	
H-16 Truck # 7 (2024) 1	5								250,000			250,000	
H-17 Truck # 11 (2024) 1	5								250,000			250,000	
H-18 Truck #19 - Sander (2007) 1	5		275,000									275,000	
H-19 Truck #18 - Sander (2006) 1	275,000											275,000	Move out 1 year
P-03 Dump truck #24 Parks (2017) 1	5					100,000						100,000	
P-04 Dump truck #12 Parks (2015) 1	5					100,000						100,000	
Pick-ups/Cars/Vans	-	-	-	744,000	-	-	-	235,000	60,000		-	1,194,000	
C-02 Pickup Ford Utility #C1 (2014)	)			100,000								100,000	
C-06 Cem. #4 Ford SUV (2024) 1	)								60,000			105,000	
CAR 2 Ford Escape (2016)	)			54,000								54,000	
CAR 1 Car #3 Hyundia Sante FE HYBRID (2023) 1	)							60,000				60,000	
E-01 Chevy Traverse (2019)	)			65,000								65,000	
F-02 Pickup Chevy #9 Parks (2023)	)											-	
H-01 Pickup #16 (2015)	)			100,000								100,000	
H-02 Pickup #18 (2024)	)											110,000	
H-03 Pickup #4 (2020)	)			120,000	"							120,000	Move up 2 yrs
H-04 Pickup Ford Utility #11 (2014)	)			120,000								120,000	Add 10k
M-02 Pickup #1 (2020) 1	)					'	"	175,000				175,000	move out 2 yrs
E-03 Ford Escape (2017) 1	)			65,000								65,000	
P-02 Pickup Ford #2 Parks (2015) 1	)			120,000								120,000	
C-01 Pickup (2024)	)											-	
Backhoes/Loaders/Heavy Equipment	-	100,000	-	300,000	60,000	-	-	-	-	-	-	460,000	
C-07 Backhoe Loader (2020)	)											-	
H-20 Loader JD 624 (2020) 1	)											-	
H-21 Loader JD 624 (2017)	)			300,000								300,000	Add Replacement
Loader to replace Sicard 1	)											-	
H-22 Backhoe JD 710L HWY (2020)	)											-	
H-23 Bobcat Loader (2015)													
P-05 Ventrac tractor (2020)	)				60,000							60,000	Move up 1 yr
P-06 Tractor JD4520 (Parks) (2012)	5	100,000										100,000	Move up 2 yrs
Specialty Equipment - Heavy Duty	-	-	-	180,000	-	113,000	50,000	-	-	-	300,000	896,000	
F-04 Bucket Truck #21 Forestry (2024)	5										300,000	300,000	
F-05 Log LoaderTruck #23 (2008)	5											-	
F-06 Chipper Truck #23A (2024)	5												
H-24 Forklift (2016) 1	5											-	

10/16/2025 9:57	FY-2026	FY-2027	FY-2028	FY-2029	FY-2030	FY-2031	FY-2032	FY-2033	FY-2034	FY-2035	FY-2036	FY25-36	
H-25 Crawler Dozer (2003) 15												-	
H-26 Snow Primoth SW4S (2016) 15						113,000						113,000	
H-27 Snow Trackless (2015) 15				180,000								180,000	
H-28 Snow Holder #1 c992 (2015) 15												-	
H-29 Snow Holder #2 c480 (2013) 15												-	
H-31 Leeboy Pavement Sprd (2014)												-	
H-32 Hamm Roller, Large (2014)												-	
H-33 Hamm Roller, Small (2016)							50,000					50,000	Move out 1 yr
H-34 Leeboy Roller, Small (1998)												-	
H-41 Screener (2018) 15												-	
I-50 Vehicle Lift Replacement 15													
Blower unit for Loader 15												220,000	
W-23 Sicard HD Snowblower (1999)												-	
Specialty Equipment - Light Duty	25,000	-	•	10,000	-	425,000	20,000	225,000	-	55,000	-	760,000	
C-14 SmithCo 48" Sweeper (2025)										55,000		55,000	Replaced due to fire 25 add replacement added 10 yrs out
C-15 SKAG Leaf Vac (Cem) (2015)						25,000						25,000	
C-16 Carmate Trailer (2019)							20,000					20,000	Move in 1 yr
C-17 Big Tex Trailer (2013)				10,000								10,000	
E-00 Engineering Plotter (15 yrs)	25,000											25,000	
F-06 Woodman Chipper (2004) kept as backup when 2018 purchased						225,000						225,000	Add Replacement
F-06 Vemeer Chipper (2018)								225,000				225,000	
F-08 Stump Grinder new (2021) (replace 20 yrs)												-	
F-09 Trailer Dump Trailer (2015)						50,000						50,000	
F-10 Truck Mount Sprayer 500gal (2015)						20,000						20,000	
H-35 Tack Machine for Paving (2004)												-	
H-36 Curb-builder for Paving (2010)												-	
H-37 HotBox for Paving (2020)												-	
H-38 Cement Mixer Tow Behind (2005)												-	
H-39 Mobile Compressor (1) (2019)												-	
H-40 Mobile Compressor (2) (2020)												-	
H-42 Trailer (2012)												-	
H-43 Trailer, Roller (1998)												-	
H-44 Eager beaver Trailer #2 (1996)												-	
P-11 Smithco SuperStar (2016)						30,000						30,000	
P-12 Smithco 60 Turf Sweeper (2016)						40,000						40,000	Move out 3 yrs
P-14 Leaf Vac SKAG (2016)						25,000						25,000	
P-15 Trailer (2016)						10,000						10,000	Move out 2 yrs

10/16/2025 9:57	FY-2026	FY-2027	FY-2028	FY-2029	FY-2030	FY-2031	FY-2032	FY-2033	FY-2034	FY-2035	FY-2036	FY25-36	
P-16 Trailer (2013)		-											
F-11 Trailer (stump grinder) (2022)												_	
P-18 Trailer Enclosed (2007)												_	
R-01 Rubbish Barrells for automated pickup													
Lawnmowers	-	42,500	_	261,500	_	10,000	_			-	_	314,000	
C-08 Mwr SKAG TT #2 (2017)	•	42,300	-	24,000	•	10,000	-	-	-	-	-	1	Move out 1 yr
C-09 Mwr (Cem.) SKAG 48" (2016)				12,500									Move out 1 yr
				12,500								12,300	iviove out 1 yi
C-10 Mower SKAG 61" (2024)						10,000						40.000	Maria and Orma
C-11 Mwr (Cem.) Scag 52" Stander (2021)		40.500		İ		10,000							Move out 2 yrs
C-12 Mwr SKAG 36" (2012)		12,500											Move up 1 yr
C-13 Mwr SKAG TT 61" #3 (2011)		30,000										30,000	
P-07 Mwr SKAG TT #5 (2017)				30,000									Move out 1 yr
P-08 Mwr SKAG				20,000								20,000	
P-09 Mwr (Pks) TORO 5910N (2014)				175,000								175,000	Move out 1 yr
P-10 Mower - TORO Gang (2024)												-	
DPW: Parks & Cemetery	300,000	300,000	300,000	300,000	300,000	300,000	300,000	300,000	300,000	300,000	300,000	3,847,000	
Gen'l Fence Replacement	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	600,000	
Fencing around play area adjacent to Wood End School												32,000	
DPW Yard Improvements												-	
Strout Avenue Improvements												-	
School Site Improvements												-	
Birch Meadow (parking lots, sidewalks, walkways)												215,000	
Field, Playground and Court Improvements	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	1,200,000	
Pickleball Courts \$1.0k (10 years)		Debt											
Rock Wall repairs - Memorial Park												-	
Rock Wall Repair Program	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	1,200,000	
Rock Wall repairs - Laurel Hill												-	
Rock Wall repairs - Joshua Eaton												-	
Grove Street Parking Lot Improvements												-	
Gen'l Parking Lot Improvements	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	600,000	
DPW: Roads												-	
Track Road Bridge #1												-	
Track Road Bridge #2												-	
Salem Street Crosswalk Improvements	100,000											100,000	
Salem and Main Traffic Signal Improvements												50,000	
Forest Street Crosswalk Improvements - Design Work		50,000										50,000	
Sidewalk/Curb/Ped. Safety	100,000	120,000	125,000	200,000	200,000	200,000	200,000	300,000	300,000	300,000	300,000	-	FY27 Reduce by \$25k & Fy28 Reduce by \$15k
Skim Coating & Crack Seal Patch	100,000	100,000	125,000	175,000	175,000	200,000	200,000	200,000	200,000	200,000	200,000		Reduce by \$25k
West Street - Local shr (\$1.3mil)	,		,,,,,	-,	-,	,	,	,	,	,	-,	-	
Lowell Street \$500k + \$600k												600,000	
General Fund - various roads	576,000	685,000	685,000	800,000	700,000	860,000	818,000	800,000	800,000	800,000	800,000	9,169,000	
TOTAL GENL FUND VOTED - ROADS	876,000	955,000	935,000	1,175,000	1,075,000	1,260,000	1,218,000	1,300,000	1,300,000	1,300,000	1,300,000	14,489,000	
Grants - various roads	1,142,253	600,000	600,000	600,000	600,000	600,000	600,000	600,000	600,000	600,000	600,000	7,742,253	
TOTAL ROAD CAPITAL	2,018,253	1,555,000	1,535,000	1,775,000	1,675,000	1,860,000	1,818,000	1,900,000	1,900,000	1,900,000	1,900,000	22,231,253	

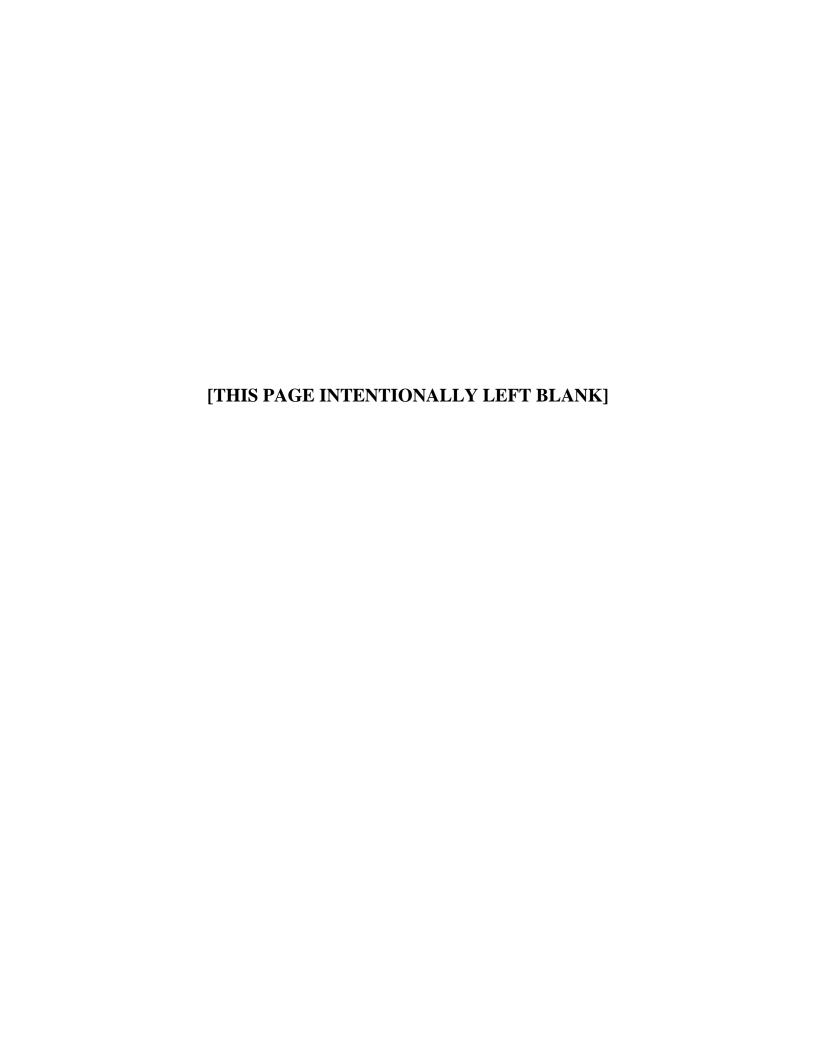
10/16/2025 9:57	FY-2026	FY-2027	FY-2028	FY-2029	FY-2030	FY-2031	FY-2032	FY-2033	FY-2034	FY-2035	FY-2036	FY25-36	
Biggest Changes in Capital since April Town Mee	ting		Concerns										
			Killam ES - any costs no	t Excluded debt sho	ould be identified ve	ry soon							
			Sr. Center -										

Town of Reading Debt Service Schedule 10/16/25 10:02	Projected FY - 2026	•	Projected FY - 2028	Projected FY - 2029	Projected FY - 2030	•	Projected FY - 2032	Projected FY - 2033	Projected FY - 2034	.,	Projected FY - 2036	Projected FY - 2037	Projected FY - 2038	Projected FY - 2039	Projected FY - 2040	Projected FY - 2041	Projected FY - 2042	Projected FY - 2043	Projected FY - 2044	Projected FY - 2045	Projected FY - 2046
General Fund:	2,353,475	8,041,500	11,357,613	11,118,000	12,303,600	11,697,750	11,604,588	10,427,863	10,316,375	10,286,163	10,268,675	9,479,113	9,211,563	9,243,438	0	0	0	0	0	0	0
	1,790,000	4,874,000	6,764,000	6,784,000	8,024,000	7,714,000	7,909,000	7,009,000	7,139,000	7,354,000	7,589,000	7,060,000	7,020,000	7,285,000	0	0	0	0	0	0	
Within Levy Limit	1,790,000	2,549,000	2,409,000	2,254,000	3,309,000	2,804,000	2,804,000	1,704,000	1,614,000	1,614,000	1,614,000	850,000	560,000	560,000							
Excluded Debt	0	2,325,000	4,355,000	4,530,000	4,715,000	4,910,000	5,105,000	5,305,000	5,525,000	5,740,000	5,975,000	6,210,000	6,460,000	6,725,000							
Interest	563,475	3,167,500	4,593,613	4,334,000	4,279,600	3,983,750	3,695,588	3,418,863	3,177,375	2,932,163	2,679,675	2,419,113	2,191,563	1,958,438							
Within Levy Limit	563,475	767,500	646,625	535,050	634,750	499,250	378,100	275,050	214,100	156,900	99,700	42,500	26,400	13,200							
Excluded Debt	0	2,400,000	3,946,988	3,798,950	3,644,850	3,484,500	3,317,488	3,143,813	2,963,275	2,775,263	2,579,975	2,376,613	2,165,163	1,945,238							
Within Levy Limit	2,353,475	3,316,500	3,055,625	2,789,050	3,943,750	3,303,250	3,182,100	1,979,050	1,828,100	1,770,900	1,713,700	892,500	586,400	573,200	0	0	0	0	0	0	0
Issued	2,258,475	2,170,500	1,947,825	1,719,450	2,205,350	1,641,250	1,596,500	969,850	870,300	864,500	858,700	852,900	560,000	560,000							
Approved not issued (ANI)	95,000	921,000	890,300	859,600	828,900	798,200	767,500	736,800	706,100	675,400	644,700	0	0	0							
Not yet approved (NYA)	0	225,000	217,500	210,000	909,500	863,800	818,100	272,400	251,700	231,000	210,300	39,600	26,400	13,200							
Excluded Debt	0	4,725,000	8,845,988	8,845,750	8,848,450	8,853,700	8,851,088	8,845,613	8,852,075	8,844,663	8,848,575	8,843,013	8,842,963	8,847,838	0	0	0	0	0	0	0
Issued	0	4,725,000	8,845,988	8,845,750	8,848,450	8,853,700	8,851,088	8,845,613	8,852,075	8,844,663	8,848,575	8,843,013	8,842,963	8,847,838							
Approved not issued (ANI)																					
Not yet approved (NYA)																					
Debt Summary																					
Inside Tax Levy	2,353,475	3,305,800	3,044,925	2,778,350	3,358,050	2,742,550	2,646,400	1,968,350	1,817,400	1,370,500	1,496,500	1,050,000	586,400	573,200							
Energy/Safety Improvements	831,875	803,125	774,375	740,750	712,250	340,750	327,700	317,550	310,300	304,500	298,700	292,900	0	0							
School Buildings	1,064,525	1,378,600	1,187,925	1,142,775	1,784,725	1,574,675	1,525,100	1,012,400	984,200	956,000	927,800	599,600	586,400	573,200							
Town Buildings	164,375	158,125	151,875	145,625	139,375	133,125	127,500	0	0	0	0	0	0	0							
Vehicles																					
Community Improvements	292,700	965,950	930,750	749,200	721,700	694,000	666,100	638,400	522,900	110,000	270,000	157,500	0	0							
Excluded From Tax Levy	0	4,725,000	8,845,988	8,845,750	8,848,450	8,853,700	8,851,088	8,845,613	8,852,075	8,844,663	8,848,575	8,843,013	8,842,963	8,847,838							
Energy/Safety Improvements	0	0	0	0	0	0	0	0	0	0	0	0	0	0							
School Buildings		4,725,000	8,845,988	8,845,750	8,848,450	8,853,700	8,851,088	8,845,613	8,852,075	8,844,663	8,848,575	8,843,013	8,842,963	8,847,838							
Town Buildings	0	0	0	0	0	0	0	0	0	0	0	0	0	0							
Community Improvements	0	0	0	0	0	0	0	0	0	0	0	0	0	0							

Town of Reading Debt Service Schedule 10/16/25 10:02		Projected FY - 2027		Projected FY - 2029	•	•	Projected FY - 2032	Projected FY - 2033	Projected FY - 2034	Projected FY - 2035	Projected FY - 2036	Projected FY - 2037	Projected FY - 2038	Projected FY - 2039	Projected FY - 2040	Projected FY - 2041	Projected FY - 2042	Projected FY - 2043	Projected FY - 2044	Projected FY - 2045	Projecte FY - 204
Principal + Interest																					
Within Levy Limit	2,353,475	3,316,500	3,055,625	2,789,050	3,943,750	3,303,250	3,182,100	1,979,050	1,828,100	1,770,900	1,713,700	892,500	586,400	573,200							
Issued		2,170,500	1,947,825	1,719,450	2,205,350	1,641,250	1,596,500	969,850	870,300	864,500	858,700	852,900	560,000	560,000							
Approved not issued (ANI	95,000	921,000	890,300	859,600	828,900	798,200	767,500	736,800	706,100	675,400	644,700	032,300	000,000	0							
Not yet approved (NYA)	95,000	225,000	217,500	210,000	909,500	863,800	818,100	272,400	251,700	231,000	210,300	39,600	26,400	13,200							
Bldng Security \$4mil/10y	413,000	399,000	385,000	371,000	357,000	000,000	070,700	212,400	201,700	201,000	210,000	00,000	20,400	10,200							
Bldg Energy Improv I \$5m/15yr	+10,000	000,000	000,000	07 1,000	001,000																
Bldg Energy Improv II \$5m/15yr	418,875	404,125	389,375	369,750	355,250	340,750	327,700	317,550	310,300	304,500	298,700	292,900									
Killam Green Repai		101,120	000,010	000,700	000,200	010,100	021,100	011,000	010,000	001,000	200,100	202,000									
Birch Mdw Green Repair																					
RMHS Turf II \$2.225mil/10yı	188,600	182,200	175,800	169,400	158,100																
RMHS Turf I \$3.0mil/10yı	1	321,375	303,750	291,250	278,750	266,250	255,000														
RMHS Fieldhouse \$3 mil/10yrs		450,000	435,000	420,000	405,000	390,000	375,000	360,000	345,000	330,000	315,000										
RMHS/TLT \$1.5mil/10yi	145,800	140,400																			
RMHS Ret. Wall \$500k/5yl																					
Parker MS Roof \$2.7mil/10y	301,000	284,625	273,375	262,125	250,875	239,625	229,500														
Coolidge MS Roof \$2.9mil/10yr					457,000	448,300	439,600	430,900	422,200	413,500	404,800	396,100	387,400	378,700						I	move out 5y
Birch Mdw ES roof \$1.5mil/10yr					235,000	230,500	226,000	221,500	217,000	212,500	208,000	203,500	199,000	194,500						ı	move out 5y
ES Mod. class \$1.2 mil/8y																					
Barrows/Wd End®	)																				
Wood End®	)																				
Barrows®	)																				
Police Sta Improve \$1.5mil/10y	164,375	158,125	151,875	145,625	139,375	133,125	127,500														
Pumper Engine #1 \$1.5mil/3y					575,000	550,000	525,000														
West St. \$1.3 mi																					
Comm. Sustainability \$1.0mil/10yr	129,400	124,700	120,000	110,300	106,000	101,500	96,800	92,300	0	0	0	0	0	0							
Pickleball Courts \$1.0million /10yr	0	150,000	145,000	140,000	135,000	130,000	125,000	120,000	115,000	110,000	105,000	0	0	0							
Turf @ Parker MS \$1.5 mill/10 years		225,000	217,500	210,000	202,500	195,000	187,500	180,000	172,500		165,000	157,500									
Haven St. Streetscape \$750k/5y	163,300	155,950	148,650	0	0	0	0	0	0	0	0	0	0	0							
Bch Mdow Phase II \$2.14mil/10yr	0	310,300	299,600	288,900	278,200	267,500	256,800	246,100	235,400	_	_	_	_	_	_	_	_	_	_		
Excluded Debt	0	4,725,000	8,845,988	8.845.750	8,848,450	8,853,700	8.851.088	8,845,613	8,852,075	8.844.663	8,848,575	8,843,013	8,842,963	8,847,838							
Issued	0	4,725,000			8,848,450	8,853,700		8,845,613			8,848,575			8,847,838							
Approved not issued (ANI		.,0,000	-,,	-,,	-,0, .00	-,,-	-, ,,000	-,5,0 .0	-,,	-,,	-,0,0.0	-,,• .•	-,- :=,000	-,,,,,,,							
Not yet approved (NYA)																					
· · · · · · · · · · · · · · · · · · ·																					-
Killam		3,310,000	6,207,550	6,211,200	6,209,913	6,213,688	6,212,113	6,210,188	6,212,713	6,209,263	6,209,850	6,209,050	6,206,663	6,212,488	6,210,900	6,206,900	6,210,288	6,210,438	6,212,150	6,210,013	6,208,81
Reading Center for Active Living		1,415,000	2,638,438	2,634,550	2,638,538	2,640,013	2,638,975	2,635,425	2,639,363	2,635,400	2,638,725	2,633,963	2,636,300	2,635,350	2,641,113	2,633,200	1,222,000				
Library Project \$10+mi																					
Library Project \$2.115mi																					

Fown of Reading Debt Service Schedule	16/25 10:02	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 FY - 2036	Projected FY - 2037	Projected FY - 2038	Projected FY - 2039	Projected FY - 2040	Projected FY - 2041	Projected FY - 2042	Projected FY - 2043	Projected FY - 2044	Projected FY - 2045	Projected FY - 2046
Principal	0,20 10.02																					
Within Levy Limit		1,790,000	2,549,000	2,409,000	2,254,000	3,309,000	2,804,000	2,804,000	1,704,000	1,614,000	1,614,000	1,614,000	850,000	560,000	560,000							
	Issued	1,790,000	1,785,000	1,645,000	1,490,000	2,045,000	1,540,000	1,540,000	940,000	850,000	850,000	850,000	850,000	560,000	560,000							
Approved not is		0	614,000	614,000	614,000	614,000	614,000	614,000	614,000	614,000	614,000	614,000	000,000	000,000	000,000							
Not yet appro	7	0	150,000	150,000	150,000	650,000	650,000	650,000	150,000	150,000	150,000	150,000										
Bldng Security		350,000	350,000	350,000	350,000	350,000	000,000	000,000	100,000	100,000	100,000	700,000										
Bldg Energy Improv I		000,000	000,000	000,000	000,000	000,000																
Bldg Energy Improv II S	-	295,000	295,000	295,000	290,000	290,000	290,000	290,000	290,000	290,000	290,000	290,000	290,000									4,377,300
	reen Repair	200,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000									1,011,000
Birch Mdw Gr																						
RMHS Turf II \$2.2		160,000	160,000	160,000	160,000	155,000																
RMHS Turf I \$	,	255,000	255,000	250,000	250,000	250,000	250,000	250,000														2,521,300
RMHS Fieldhouse \$3	_	200,000	300,000	300,000	300,000	300,000	300,000	300,000	300,000	300,000	300,000	300,000										3,000,000
RMHS/TLT \$		135,000	135,000	000,000	000,000	000,000	000,000	000,000	000,000	000,000	000,000	000,000										0,000,000
RMHS Ret. Wal	- 1	100,000	100,000																			
Parker MS Roof \$	,	230,000	225,000	225,000	225,000	225,000	225,000	225,000														2,270,000
Coolidge MS Roof \$3	- 1	200,000	220,000	220,000	220,000	370,000	370,000	370,000	370,000	370,000	370,000	370,000	370,000	370,000	370,000							3,700,000
Birch Mdw ES roof \$	-					190,000	190,000	190,000	190,000	190,000	190,000	190,000	190,000	190,000	190,000							1,900,000
ES Mod. class \$	-					130,000	130,000	190,000	130,000	130,000	130,000	190,000	130,000	130,000	130,000							1,300,000
	/s/Wd End®																					
	Wood End®																					
V	Barrows®																					
Police Sta Improve \$		125,000	125,000	125,000	125,000	125,000	125,000	125,000														1,261,400
Pumper Engine #1		120,000	120,000	120,000	120,000	500,000	500,000	500,000														1,201,400
· · · · · · · · · · · · · · · · · · ·	St. \$1.3 mil					000,000	000,000	000,000														
Comm. Sustainability \$		95,000	95,000	95,000	90,000	90,000	90,000	90,000	90,000													
Pickleball Courts \$1.0mi	-	00,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	_	_	_	266,665						1,266,665
Turf @ Parker MS \$1.50			150,000	150,000	150,000	150,000	150,000	150,000	150,000	150,000	150,000	150,000				200,000						1,500,000
Haven St. Streetscape		145,000	145,000	145,000	100,000	100,000	100,000	100,000	700,000	700,000	100,000	700,000										730,000
Bch Mdow Phase II \$2.	-	110,000	214,000	214,000	214,000	214,000	214,000	214,000	214,000	214,000	214,000	214,000										2,140,000
201111111111111111111111111111111111111			2,000	211,000	2.1,000	27.1,000	2.1,000	211,000	21.,000	211,000	2,555	211,000										_,,
Excluded Debt		0	2,325,000	4,355,000	4,530,000	4,715,000	4,910,000	5,105,000	5,305,000	5,525,000	5,740,000	5,975,000	6,210,000	6,460,000	6,725,000	7,000,000	7,270,000	6,155,000	5,185,000	5,400,000	5,620,000	5,850,000
	Issued	0	2,325,000	4,355,000	4,530,000	4,715,000	4,910,000	5,105,000	5,305,000	5,525,000	5,740,000	5,975,000	6,210,000	6,460,000	6,725,000	7,000,000	7,270,000	6,155,000	5,185,000	5,400,000	5,620,000	5,850,000
Approved not is															, ,				, ,			
Not yet appro																						
7 11	, ,																					
Killam 1st tranche S	\$45 million		1,510,000	1,570,000	1,635,000	1,700,000	1,770,000	1,840,000	1,915,000	1,990,000	2,070,000	2,150,000	2,235,000	2,325,000	2,420,000	2,515,000	2,615,000	2,720,000	2,830,000	2,945,000	3,060,000	3,185,00
Killam 2nd tranche \$38	·		•	1,260,000	1,315,000	1,370,000	1,430,000	1,490,000	1,550,000	1,620,000	1,685,000	1,760,000	1,835,000	1,910,000	1,995,000	2,080,000	2,165,000	2,260,000	2,355,000	2,455,000	2,560,000	2,665,000
ReCAL 1st tranche			815,000	845,000	875,000	910,000	945,000	980,000	1,015,000	1,055,000	1,090,000	1,135,000	1,175,000	1,220,000	1,265,000	1,315,000	1,360,000					
ReCAL 2nd tranche \$	-		-,	680,000	705,000	735,000	765,000	795,000	825,000	860,000	895,000	930,000	965,000	1,005,000	1,045,000	1,090,000	1,130,000	1,175,000				
Library Proje				,	,	,	,	,	,	,			1	, ,	,,	, ,	,,	, -,				
Library Projec																						
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Town of Reading Debt Service Schedule 10/16/25 10:02	Projected FY - 2026	Projected FY - 2027	.,	.,		Projected FY - 2031	Projected FY - 2032	Projected FY - 2033	Projected FY - 2034	Projected FY - 2035	Projected FY - 2036	Projected FY - 2037	Projected FY - 2038	Projected FY - 2039	Projected FY - 2040	Projected FY - 2041	Projected FY - 2042	Projected FY - 2043	Projected FY - 2044	Projected FY - 2045	Projected FY - 2046
Interest																					
Within Levy Limit	563,475	767,500	646,625	535,050	634,750	499,250	378,100	275,050	214,100	156,900	99,700	42,500	26,400	13,200							
Issued	468,475	385,500	302,825	229,450	160,350	101,250	56,500	29,850	20,300	14,500	8,700	2,900	20,400	13,200							
Approved not issued (ANI)	95,000	307,000	276,300	245,600	214,900	184,200	153,500	122,800	92,100	61,400	30,700	2,900	0	U							
Not yet approved (NYA)	95,000	75,000	67,500	60,000	259,500	213,800	168,100	122,400	101,700	81,000	60,300	39,600	26.400	13,200	(42 220)	0	0	0	0	0	1,288,500
Bldng Security \$4mil/10yr	63,000	49,000	35,000	21,000	7,000	213,000	100,100	122,400	101,700	01,000	00,300	39,000	26,400	13,200	(13,338)	U	U	U	U	0	448,400
Bidg Energy Improv I \$5m/15yr	03,000	49,000	33,000	21,000	7,000																54,656
Bldg Energy Improv II \$5m/15yr	123,875	109,125	94,375	79,750	65,250	50,750	37,700	27,550	20,300	14,500	8,700	2,900									1,131,367
Killam Green Repair	123,073	109,125	94,373	19,130	05,250	50,750	37,700	21,550	20,300	14,500	0,700	2,900									1,131,307
Birch Mdw Green Repair																					
RMHS Turf II \$2.225mil/10yr	28,600	22,200	15,800	9,400	3,100																
RMHS Turf I \$3.0mil/10yr	79,125	66,375	53,750	41,250	28,750	16,250	5,000														630,025
RMHS Fieldhouse \$3 mil/10yrs	95,000	150,000	135,000	120,000	105,000	90,000	75,000	60,000	45,000	30,000	15,000										000,020
RMHS/TLT \$1.5mil/10yr	10,800	5,400	700,000	120,000	100,000	30,000	70,000	00,000	40,000	30,000	70,000										
RMHS Ret. Wall \$500k/5yr	10,000	0,400																			
Parker MS Roof \$2.7mil/10yr	71,000	59,625	48,375	37,125	25,875	14,625	4,500														566,302
Coolidge MS Roof \$2.9mil/10yr	11,000	00,020	10,010	01,120	87,000	78,300	69,600	60,900	52,200	43,500	34,800	26,100	17,400	8,700							478,500
Birch Mdw ES roof \$1.5mil/10yr					45,000	40,500	36,000	31,500	27,000	22,500	18,000	13,500	9,000	4,500							247,500
ES Mod. class \$1.2 mil/8yr					70,000	10,000	00,000	01,000	21,000	22,000	10,000	70,000	0,000	1,000							12,000
Barrows/Wd End®																					72,000
Wood End®																					
Barrows®																					
Police Sta Improve \$1.5mil/10yr	39,375	33,125	26,875	20,625	14,375	8,125	2,500														314,539
Pumper Engine #1 \$1.5mil/3yr			,		75,000	50,000	25,000														150,000
West St. \$1.3 mil					, 0,000																,
Comm. Sustainability \$925k/10yr	34,400	29,700	25,000	20,300	16,000	11,500	6,800	2,300													
Haven St. Streetscape \$730k/5yr	18,300	10,950	3,650	,,,,,,	-,	,	-,	,													88,150
Pickleball Courts \$1.0 million /10yr	.,	50,000	45,000	40,000	35,000	30,000	25,000	20,000	15,000	10,000	5,000				(13,338)						261,662
Turf @ Parker MS \$1.50 mill/10 years		75,000	67,500	60,000	52,500	45,000	37,500	30,000	22,500	15,000	7,500				( , ,						
Bch Mdow Phase II \$2.14mil/10yr		107,000	96,300	85,600	74,900	64,200	53,500	42,800	32,100	21,400	10,700										
Excluded Debt	0	2,400,000	3,946,988	3,798,950	3,644,850	3,484,500	3,317,488	3,143,813	2,963,275	2,775,263	2,579,975	2,376,613	2,165,163	1,945,238	1,716,213	1,477,900	1,230,288	1,025,438	812,150	590,013	358,813
Issued	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Approved not issued (ANI)	_	2,400,000	3,946,988	3,798,950	3,644,850	3,484,500	3,317,488	3,143,813	2,963,275	2,775,263	2,579,975	2,376,613	2,165,163	1,945,238	1,716,213	1,477,900	1,230,288	1,025,438	812,150	590,013	358,813
Not yet approved (NYA)																					
Killam 1st tranche \$45 million		1,800,000	1,739,600	1,676,800	1,611,400	1,543,400	1,472,600	1,399,000	1,322,400	1,242,800	1,160,000	1,074,000	984,600	891,600	794,800	694,200	589,600	480,800	367,600	249,800	127,400
Killam 2nd tranche \$38.54 million			1,637,950	1,584,400	1,528,513	1,470,288	1,409,513	1,346,188	1,280,313	1,211,463	1,139,850	1,065,050	987,063	905,888	821,100	732,700	640,688	544,638	444,550	340,213	231,413
ReCAL 1st tranche \$16 millioon		600,000	569,438	537,750	504,938	470,813	435,375	398,625	360,563	321,000	280,125	237,563	193,500	147,750	100,313	51,000					
ReCAL 2nd tranche \$13.6 million	•		544,000	516,800	488,600	459,200	428,600	396,800	363,800	329,400	293,600	256,400	217,800	177,600	135,800	92,200	47,000				
Library Project \$10+mil																					
Library Project \$2.115mil																					





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

FAX: (781) 942-9070 TOWN CLERK Website: www.readingma.gov (781) 942-9050

# **Town Meeting Handout Guidelines**

To ensure that all Town Meeting members have access to the same information, distributed in the same manner, please follow the below listed guidelines for handout materials:

Materials that are prepared by a Town Board / Committee / Town Department must include the following:

- Article name and number
- o Name of Town Board / Committee / Commission or Town Department
- o Date the document was created
- Contact Information
- Approval of Town Clerk's Office

Materials that are prepared by petitioners or other voters must include the following:

- o Article name and number
- o Contact information of person who created handout
- o Date the document was created
- o Approval of Town Clerk's Office

#### All handouts:

- Must contain facts only unless specifically stating "This is the opinion of
- Should be on white paper only
- Should be double-sided copies if more than one page
- May be distributed only by giving adequate copies for all Town Meeting members (192) to the Town Clerk or designee by 6:30 PM on the night in which the subject article will be discussed
- All handouts not approved will be removed and recycled
- All handouts not distributed must be picked up at the end of each night or they will be recycled at the end of each night.

## All PowerPoint Presentations:

- Must consult with the Town Clerk before the meeting
- Provide a copy before the meeting
- All presentations will be given using the Town of Reading laptop computer

February of 2010

#### **CONDUCT OF TOWN MEETING**

Reading's Town Meeting is conducted in accordance with the rules set down in Article 2 of the Charter and the General Bylaws. Although <u>Town Meeting Time Fourth Edition</u> is the basic source, a Town Meeting Member need only be familiar with what is contained in the Charter. These notes are intended to outline the major points all Town Meeting Members should know, and which by knowing will make Town Meeting more understandable.

#### Organization

- Town Meeting consists of 192 elected members, of which 97 constitute a quorum.
- There are two required sessions: The Annual Meeting in Spring which is primarily for fiscal matters and acceptance of the annual budget, and the Subsequent Meeting in November. Special Town Meetings may be called at any time that the need arises.
- There are three main committees which review certain Articles and advise Town Meeting of their recommendations:

<u>Finance Committee</u> for all expenditures of funds, <u>Bylaw Committee</u> for all bylaw changes, and the <u>Community Planning and Development Commission</u> for all zoning changes.

Their reports are given prior to discussing the motion.

#### **General Rules of Procedure**

- The Meeting is conducted through the Warrant Articles which are presented (moved) as motions.
  Only one motion may be on the floor at a time; however, the motion may be amended. Often two
  or more Articles which address the same subject may be discussed together; however, only one is
  formally on the floor, and each when moved is acted upon individually. Note that the vote on one
  may influence the others.
- Members who wish to speak shall rise, state their name and precinct in order to be recognized.
- A Member may speak for ten (10) minutes but permission must be asked to exceed this limit.
- Seven (7) Members can question a vote and call for a standing count, and twenty (20) can ask for a roll call vote; however, a roll call vote is seldom used because of the time it takes.

## **Principal Motion Encountered at Town Meeting**

The following motions are the principal ones used in most cases by Town Meeting to conduct its business. Experience shows that the Members should be familiar with these.

- Adjourn: Ends the sessions, can be moved at any time.
- **Recess:** Stops business for a short time, generally to resolve a procedural question or to obtain information.
- Lay on the Table: Stops debate with the intention generally of bringing the subject up again later. May also be used to defer action on an Article for which procedurally a negative vote is undesirable. Note that tabled motions die with adjournment.
- **Move the Previous Question:** Upon acceptance by a two-thirds (2/3) vote, stops all debate and brings the subject to a vote. This is generally the main motion, or the most recent amendment, unless qualified by the mover. The reason for this as provided in Robert's Rules of Order is to allow for other amendments should they wish to be presented.
- Amend: Offers changes to the main motion. Must be in accordance with the motion and may not substantially alter the intent of the motion. In accordance with Robert's Rules of Order, only one primary and one secondary motion will be allowed on the floor at one time, unless specifically accepted by the Moderator.

- Indefinitely Postpone: Disposes of the Article without a yes or no vote.
- Take from the Table: Brings back a motion which was previously laid on the table.
- Main Motion: The means by which a subject is brought before the Meeting.

#### The Following Motions May Be Used By A Member For The Purpose Noted:

- Question of Privilege: Sometimes used to offer a resolution. Should not be used to "steal" the floor.
- Point of Order: To raise a question concerning the conduct of the Meeting.
- Point of Information: To ask for information relevant to the business at hand.

### Multiple Motions Subsequent (Multiple) Motions

If the subsequent motion to be offered, as distinct from an amendment made during debate, includes material which has previously been put to a vote and defeated, it will be viewed by the Moderator as reconsideration and will not be accepted. If the subsequent motion contains distinctly new material which is within the scope of the Warrant Article, then it will be accepted. An example of this latter situation is successive line items of an omnibus budget moved as a block.

#### **Subject To the Following Considerations**

- The maker of any proposed multiple motion shall make their intent known, and the content of the motion to be offered shall be conveyed to the Moderator prior to the initial calling of the Warrant Article.
- Once an affirmative vote has been taken on the motion then on the floor no further subsequent alternative motions will be accepted. (Obviously does not apply to the budget, for example.)
- Also There can only be one motion on the floor at any one time. You have the ability to offer amendments to the motion that is on the floor. You also have the ability to move for reconsideration.

# Town Of Reading Bylaw - Article 2 Town Meeting

#### 2.1 General

#### 2.1.1 Date of Annual Town Election

The Annual Town Meeting shall be held on the third Tuesday preceding the fourth Monday in April of each year for the election of Town Officers and for such other matters as required by law to be determined by ballot. Notwithstanding the foregoing, the Select Board may schedule the commencement of the Annual Town Meeting for the same date designated as the date to hold any Federal or State election.

#### 2.1.2 Hours of Election

The polls for the Annual Town Meeting shall be opened at 7:00 AM and shall remain open until 8:00 PM.

## 2.1.3 Annual Town Meeting Business Sessions

All business of the Annual Town Meeting, except the election of such Town officers and the determination of such matters are required by law to be elected or determined by ballot, shall be considered at an adjournment of such meeting to be held at 7:30 PM on the fourth Monday in April, except if this day shall fall on a legal holiday, in which case the meeting shall be held on the following day or at a further adjournment thereof.

## 2.1.4 Subsequent Town Meeting

A Special Town Meeting called the Subsequent Town Meeting shall be held on the second Monday in November, except if this day shall fall on a legal holiday, in which case the meeting shall be held on the following day. The Subsequent Town Meeting shall consider and act on all business as may properly come before it except the adoption of the annual operating budget.

#### 2.1.5 Adjourned Town Meeting Sessions

Adjourned sessions of every Annual Town Meeting after the first such adjourned session provided for in Section 2.1.3 of this Article and all sessions of every Subsequent Town Meeting, shall be held on the following Thursday at 7:30 PM and then on the following Monday at 7:30 PM, and on consecutive Mondays and Thursdays unless a resolution to adjourn to another time is adopted by a majority vote of Town Meeting Members present and voting.

#### 2.1.6 Posting of the Warrant

The Select Board shall give notice of the Annual, Subsequent or any Special Town Meeting at least fourteen (14) days prior to the time of holding said meeting by causing an attested copy of the warrant calling the same to be posted in one (1) or more public places in each precinct of the Town, and either causing such attested copy to be published in a Local News Medium or providing in a manner such as electronic submission, holding for pickup, or mailing, an attested copy of said warrant to each Town Meeting Member.

#### 2.1.7 Closing of the Warrant

All Articles for the Annual Town Meeting shall be submitted to the Select Board not later than 8:00 PM on the fifth (5th) Tuesday preceding the date of election of Town officers, unless this day is a holiday in which case the following day shall be substituted. All articles for the Subsequent Town Meeting shall be submitted to the Select Board not later than 8:00 PM on the seventh (7th) Tuesday preceding the Subsequent Town Meeting in which action is to be taken, unless this day is a holiday in which case the following day shall be substituted.

#### 2.1.8 Delivery of the Warrant

The Select Board, after drawing a Warrant for a Town Meeting, shall immediately deliver a copy of such Warrant to each member of the Finance Committee, the Community Planning and Development Commission, the Bylaw Committee and the Moderator.

## 2.2 Conduct of Town Meeting

## 2.2.1 In the conduct of all Town Meetings, the following rules shall be observed

- **Rule 1** A majority of Town Meeting Members shall constitute a quorum for doing business.
- Rule 2 All articles on the warrant shall be taken up in the order of their arrangement in the warrant unless otherwise decided by a majority vote of the members present and voting.
- **Rule 3** Prior to debate on each article in a warrant involving the expenditure of money, the Finance Committee shall advise Town Meeting as to its recommendations and the reasons therefore.
- **Rule 4** Prior to a debate on each article in a warrant involving changes in this bylaw or the Charter, petitions for a special act, or local acceptance by Town Meeting of a State statute, the Bylaw Committee shall advise Town Meeting as to its recommendations and reasons therefor.
- **Rule 5** Every person shall: stand when speaking as able; respectfully address the Moderator; refrain from speaking until recognized by the Moderator; state that person's name and precinct; speak only to the question under debate and shall avoid all personalities.
- **Rule 6** No person shall be privileged to speak or make a motion until after being recognized by the Moderator.
- **Rule 7** No Town Meeting Member or other person shall speak on any question more than ten (10) minutes without first obtaining the permission of the meeting.
- **Rule 8**Non-Town Meeting Members may speak at a Town Meeting having first identified themselves to the Moderator. Proponents of an article may speak on such article only after first identifying themselves to the Moderator and obtaining permission of Town

Meeting to speak. No non-Town Meeting Member shall speak on any question more than five (5) minutes without first obtaining the permission of the Meeting. Non-Town Meeting Members shall be given the privilege of speaking at Town Meeting only after all Town Meeting Members who desire to speak upon the question under consideration have first been given an opportunity to do so.

- **Rule 9** Members of official bodies and Town officials who are not Town Meeting Members shall have the same right to speak, but not to vote, as Town Meeting Members on all matters relating to their official bodies.
- **Rule 10** No speaker at a Town Meeting shall be interrupted except by a Member making a point of order or privileged motion or by the Moderator.
- **Rule 11** Any person having a monetary or equitable interest in any matter under discussion at a Town Meeting, and any person employed by another having such an interest, shall disclose any such interest before speaking thereon.
- **Rule 12** The Moderator shall decide all questions of order subject to appeal to the meeting, the question on which appeal shall be taken before any other.
- Rule 13 When a question is put, the vote on all matters shall be taken by a show of hands, and the Moderator shall declare the vote as it visually appears. If the Moderator is unable to decide the vote by the show of hands, or if the decision about the vote is immediately questioned by seven (7) or more Members, or if the Moderator determines that a counted vote is required such as for a debt issue or Home Rule Petition, the Moderator shall determine the question by ordering a standing vote, and shall appoint tellers to make and return the count. On request of not less than twenty (20) members, a vote shall be taken by roll call.
- **Rule 14** All original main motions having to do with the expenditure of funds shall be presented in writing, and all other motions shall be in writing if so directed by the Moderator.
- **Rule 15** No motion shall be received and put until it is seconded. No motion made and seconded shall be withdrawn if any Member objects. No amendment not relevant to the subject of the original motion shall be entertained.
- Rule 16 When a question is under debate, no motion shall be in order except:
  - to adjourn,
  - to lay on the table or pass over,
  - to postpone for a certain time,
  - to commit,
  - to amend,
  - to postpone indefinitely, or
  - to fix a time for terminating debate and putting the question, and the aforesaid several motions shall have precedence in the order in which they stand arranged in this rule.
- **Rule 17** Motions to adjourn (except when balloting for offices and when votes are being taken) shall always be first in order. Motions to adjourn, to move the question, to lay on the table and to take from the table shall be decided without debate.
- Rule 18 The previous question shall be put in the following form or in some other form having the same meaning: "Shall the main question now be put" and until this question is decided all debate on the main question shall be suspended. If the previous question is adopted, the sense of the meeting shall immediately be taken upon any pending amendments in the order inverse to that in which they were moved, except that the largest sum or the longest time shall be put first and finally upon the main question.
- **Rule 19** The duties of the Moderator and the conduct and method of proceeding at all Town Meetings, not prescribed by law or by rules set forth in this article, shall be determined

by rules of practice set forth in "Town Meeting Time, Third Edition" except that to lay on the table shall require a majority vote.

## 2.2.2 Attendance by Officials

It shall be the duty of every official body, by a member thereof, to be in attendance at all Town Meetings for the information thereof while any subject matter is under consideration affecting such official body.

## 2.2.3 Appointment of Committees

All committees authorized by Town Meeting shall be appointed by the Moderator unless otherwise ordered by a vote of the Members present and voting. All committees shall report as directed by Town Meeting. If no report is made within a year after the appointment, the committee shall be discharged unless, in the meantime, Town Meeting grants an extension of time. When the final report of a committee is placed in the hands of the Moderator, it shall be deemed to be received, and a vote to accept the same shall discharge the committee but shall not be equivalent to a vote to adopt it.

#### 2.2.4 Motion to Reconsider

#### 2.2.4.1 Notice to Reconsider

A motion to reconsider any vote must be made before the final adjournment of the meeting at which the vote was passed but such motion to reconsider shall not be made at an adjourned meeting unless notice of the movant's intention to make such a motion is given, either at the session of the meeting at which the vote was passed or by written notice to the Town Clerk within twenty-four (24) hours after the adjournment of such session. When such motion is made at the session of the meeting at which the vote was passed, said motion shall be accepted by the Moderator but consideration thereof shall be postponed to become the first item to be considered at the next session, unless all remaining articles have been disposed of, in which case reconsideration shall be considered before final adjournment. There can be no reconsideration of a vote once reconsidered or after a vote not to reconsider. Reconsideration may be ordered by a vote of two-thirds (2/3) of the members present. Arguments for or against reconsideration may include discussion of the motion being reconsidered providing such discussion consists only of relevant facts or arguments not previously presented by any speaker.

#### 2.2.4.2 Federal or State Law Affecting Reconsideration

The foregoing provisions relating to motions to reconsider shall not apply to any such motion made by the Select Board and authorized by the Moderator as necessary for the reconsideration of actions previously taken by Town Meeting by reason of State or Federal action or inaction or other circumstances not within the control of the Town or Town Meeting. In the event such a motion to reconsider is made and authorized, said motion may be made at any time before the final adjournment of the meeting at which the vote was passed, said motion may be made even if the vote was already reconsidered or was the subject of a vote not to reconsider, and reconsideration may be ordered by a vote of two-thirds (2/3) of the Members present.

## 2.2.4.3 Posting and Advertising

Notice of every vote to be reconsidered at an adjourned Town Meeting shall be posted by the Town Clerk in one (1) or more public places in each precinct of the Town as soon as possible after adjournment, and the Town Clerk shall, if practicable, at least one day before the time of the next following session of said adjourned meeting, publish such notice in Local News Medium published in the Town. Said notice shall include the vote to be reconsidered and the place and time of the next following session of said adjourned meeting. The foregoing notice provisions shall not apply when a motion to reconsider any Town Meeting action is made publicly at Town Meeting before the adjournment of any session of any adjourned Town Meeting.

## 2.2.5 State of the Town

The Selectmen shall, at each Annual Town Meeting, give to the Members information on the "State of the Town."

#### 2.2.6 Annual Precinct Meeting

Town Meeting Members and Town Meeting Members-elect from each precinct shall hold an annual precinct meeting after the annual Town election but before the convening of the business sessions of the Annual Town Meeting. The purpose of the meeting shall be the election of a Chair and a Clerk and to conduct whatever business may be appropriate. Chairs shall serve no more than six (6) consecutive years in that position. Additional precinct meetings may be called by the Chair or by a petition of six (6) Town Meeting Members of the precinct.

## 2.2.7 Removal of Town Meeting Members

#### 2.2.7.1 Notice of Attendance

The Town Clerk shall mail, within thirty (30) days after the adjournment sine die of the Annual Town Meeting, to every Town Meeting Member who has attended less than one-half of Town Meeting sessions since the most recent Annual Town Election, a record of that Member's attendance and a copy of Section 2.6 of the Charter.

#### 2.2.7.2 Precinct Recommendation

At a Precinct meeting held prior to consideration by Town Meeting of any warrant article submitted pursuant to Section 2.6 of the Charter, Town Meeting Members from each precinct shall adopt a recommendation to Town Meeting on whether each member from the precinct listed in such article should be removed from Town Meeting. The Chair of each precinct or his designee shall make such recommendations along with supporting evidence and rationale to Town Meeting.

#### 2.2.7.3 Grouped by Precinct

The names of the Members subject to removal in accordance with Section 2-6 of the Charter shall be grouped by precinct in the warrant article required by said section.

#### 2.2.8 Meetings During Town Meeting

No appointed or elected board, committee, commission or other entity of Town government shall schedule or conduct any hearing, meeting or other function during any hours in which an Annual, Subsequent or Special Town Meeting is in session or is scheduled to be in session. Any such board, committee or commission which schedules or holds a meeting or hearing on the same calendar day, but at a time prior to a session of Town Meeting, shall adjourn or recess not less than five (5) minutes prior to the scheduled session of Town Meeting.

Any board, committee or commission may, at the opening of any session of Town Meeting, present to that Town Meeting an instructional motion requesting an exemption from this bylaw and asking that Town Meeting permit it to meet at a date and hour at which a future session of Town Meeting is scheduled, and may present reasons for Town Meeting to give such permission. Notwithstanding the foregoing, any board, committee or commission which meets the requirements of MGL Chapter 39 Section 23B concerning emergency meetings may, upon meeting such requirements, conduct such a meeting or hearing at a time scheduled for a Town Meeting.

## 2.2.9 Rules Committee

The members of the Rules Committee, established under Section 2.12 of the Charter, shall meet no less than once every two (2) years. Additional Rules Committee meetings may be called by the Chair.

In the absence of a Chair, the Moderator shall convene a meeting of the Rules Committee within sixty (60) days after a vacancy for the purpose of electing a new Chair.