

## Town of Reading Meeting Posting with Agenda

### Board - Committee - Commission - Council:

#### Select Board

Date: 2025-10-07

Time: 7:00 PM

Building: Reading Town Hall

Location: Select Board Meeting Room

Address: 16 Lowell Street

Agenda:

Purpose: General Business

Meeting Called By: Madeleine Baptiste on behalf of Chair Chris Haley

Notices and agendas are to be posted 48 hours in advance of the meetings excluding Saturdays, Sundays and Legal Holidays. Please keep in mind the Town Clerk's hours of operation and make necessary arrangements to be sure your posting is made in an adequate amount of time. A listing of topics that the chair reasonably anticipates will be discussed at the meeting must be on the agenda.

**All Meeting Postings must be submitted in typed format; handwritten notices will not be accepted.**

### Topics of Discussion:

	<b>Zoom Option:</b>	<b>PAGE</b>
	Join Zoom Meeting <a href="https://us06web.zoom.us/j/84717208022">https://us06web.zoom.us/j/84717208022</a>  Meeting ID: 847 1720 8022  Dial by your location • +1 646 518 9805 US (New York) • +1 646 558 8656 US (New York)	#
<b>7:00</b>	Pledge of Allegiance	
	Overview of Meeting (Past and Present)	
<b>7:05</b>	Public Comment (For any items not included on the agenda)	
<b>7:15</b>	Town Manager Report	
<b>7:20</b>	Community Spotlight	
<b>7:25</b>	Proclamation for Italian Heritage Month	5
<b>7:30</b>	Discuss Establishment of a Commission on Disabilities in Reading	6
<b>7:45</b>	Discuss and Vote on Designation of Special Municipal Employee Status, Fire Department	19
<b>7:50</b>	Discuss and Vote on Fire Department Permit Fee Schedule Correction	20

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



## Town of Reading Meeting Posting with Agenda

<b>7:55</b>	Public Hearing: Discuss and Vote on New Annual All-Alcohol Restaurant Liquor License for Reading Forno, LLC, d/b/a Toscana Forno, located at 45 Walkers Brook Drive	23
<b>8:00</b>	Discuss and Vote on Trash & Recycling Contract	125
<b>8:15</b>	Discuss a Lease Amendment and a Memorandum of Understanding regarding Parking for the Reading Center for Active Living (ReCAL) and Pickleball Courts with the Reading Ice Arena Authority, and Authorize a Select Board Member to Engage in Negotiations on behalf of the Board	
<b>8:20</b>	Update from MBTA Regarding Proposed Turnback Track	288
<b>9:20</b>	Discuss and Vote on Appointment to Recreation Committee	299
<b>9:25</b>	Discuss and Vote on 32 Lincoln Street Proposed Roof Repairs	300
<b>9:30</b>	Discuss and Vote on Amendment to Select Board Communication Policy Section 1.4: Addition of Social Media and Cell Phone Sections	315
<b>9:50</b>	Select Board Liaison Reports	
<b>9:55</b>	Future Agendas	316
<b>10:00</b>	Approve Meeting Minutes <ul style="list-style-type: none"><li>September 9, 2025</li><li>September 16, 2025</li></ul>	318

Select Board

Draft Motions

October 7, 2025

**Italian Heritage Month Proclamation, October 2025**

[Read Italian Heritage Month Proclamation]

Move that October 2025 be recognized as Italian Heritage Month in the Town of Reading.

**Discuss and Vote on Designation of Special Municipal Employee Status, Fire Department**

Move that the Select Board approve the following employees' request for exemption pursuant to G.L. c. 268A, § 20(f): David Ferreira, and to authorize the Town Manager to sign the associated Section 20(f) disclosure form.

**Discuss and Vote on Fire Department Permit Fee Schedule Correction**

Move to approve the amendments to the Fire Department Permit Fee Schedule as presented.

**Public Hearing: New All-Alcohol Restaurant License for Toscana Forno**

- Read the hearing notice to open the hearing.
- Move to close the hearing regarding the new Annual All-Alcohol Restaurant Liquor License for Toscana Forno.
- Move to approve the Annual All-Alcohol Restaurant Liquor License for Reading Forno LLC, d/b/a Toscana Forno, located at 45 Walkers Brook Drive

**Discuss and Vote on Trash & Recycling Contract**

Move to approve the Trash and Recycling Contract with Waste Management for a term of five years as presented today, and to authorize the Town Manager to execute said contract.

**Discuss a Lease Amendment Memorandum of Understanding... with the Reading Ice Arena Authority**

Move to engage in lease amendment discussions with the Reading Ice Arena Authority and authorize Select Board Member [INSERT NAME HERE] to engage in such negotiations on behalf of the Board.

**Discuss and Vote on Appointment to Recreation Committee**

Move to appoint Giuseppe Fodera as a Member of the Recreation Committee. Term beginning immediately and ending on June 30<sup>th</sup>, 2028.

**Discuss and Vote on 32 Lincoln Street Proposed Roof Repairs**

Move to approve the renovations to 32 Lincoln Street as presented.

**Discuss and Vote on Amendment to Select Board Communication Policy: Social Media and Cell Phone**

Move to amend Section 1.4 of the Select Board policies by adopting a new Section 1.4.3, entitled Social Media, as presented today.

Move to amend Section 1.4 of the Select Board policies by adopting a new Section 1.4.4, entitled Cell Phone Use, as presented today.

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

- Move to approve the meeting minutes of September 9, 2025, as presented (or amended).
- Move to approve the meeting minutes of September 16, 2025, as presented (or amended).



## Italian Heritage Month October 2025

Whereas, Italian Americans have made significant contributions to the cultural, social, and economic fabric of the United States, and their influence continues to shape the national identity; and

Whereas, the month of October is a time to honor and celebrate the rich traditions, history, and achievements of Italian Americans, who have enhanced the diversity and strength of our nation through their art, science, industry, and civic engagement; and

Whereas, Italian Americans have contributed to the growth and development of our cities and towns, enriching our shared history with their distinctive customs, languages, food, music, and festivals; and

Whereas, we recognize the role of Italian Americans in fields such as education, politics, business, entertainment, science, and technology, whose accomplishments continue to inspire new generations to contribute to the greater good of society; and

Whereas, Italian Americans have preserved their cultural heritage through family values, community traditions, and the nurturing of future generations who continue to honor their heritage while embracing the diverse American identity; and

Whereas, the month of October serves as an opportunity for all to celebrate the history, contributions, and culture of Italian Americans, as well as the importance of cultural exchange and understanding;

Now, Therefore, we, the Select Board of the Town of Reading, do hereby proclaim the month of October 2025 as Italian Heritage Month in Reading, Massachusetts, and urge all residents to join in recognizing and celebrating the many contributions of Italian Americans to our community and our nation.

In Witness Whereof, we have hereunto set our hands and caused the Seal of Reading, Massachusetts to be affixed this Seventh of October, 2025.

### SELECT BOARD OF READING

<u>Christopher Haley, Chair</u>	<u>Melissa Murphy, Vice Chair</u>
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<u>Karen Rose-Gillis, Secretary</u>	<u>Carlo Bacci, Member</u>	<u>Karen Gately Herrick, Member</u>
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# Reading Select Board

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Commission on Disability Discussion

Albert Pless Jr

Director, Office of Equity and Social Justice

September 9, 2025

# Context for this Discussion

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Disability is at the core of a lot of work that has and still is happening in Reading:

- Aligns with the Needs Assessment conducted in 2023
- Core of the work of the Office of Equity and Social Justice
- Growing Senior Population (55+ fastest growing population in Reading)
- Priority of the Reading Public Schools
  - SEPAC

# What is a Commission on Disability What is an ADA Coordinator

Municipal Commissions on Disability (CODs) advise municipal governments on the disability community's needs in their city or town. They **inform municipal officials about accessibility concerns and best practices** for inclusion of people with disabilities in municipal programs, services, and facilities.

- \* *Specific priorities and actions depend on the needs of the local disability community. CODs are established by town meeting or city council vote.*

## What is the ADA?

- \* It is a federal civil rights law that prohibits discrimination against people with disabilities in everyday activities

## ADA Coordinator (Municipality employee)

- \* Ensures a municipality's compliance with the Americans with Disabilities Act (ADA) and
- \* Handles disability access issues, like: processing reasonable modification requests and resolving complaints about disability-related barriers to municipal programs
- \* Note: Since 1984, every city and town in Massachusetts has been required to have someone fulfill these duties. **The Town of Reading defaulted to the Town Clerk**

# How do they support the Municipality

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- Advise and assist local officials with compliance with federal and state disability laws
- Partnering with people with disabilities to make their voices heard in vital city or town affairs
- Assist the town with ensuring its ADA Self-Evaluation meets ADA Requirements
- Assist the town with the implementation and upkeep of their ADA Transition Plan
- Share accessibility concerns and reminders to developers
- Review projects that come before the local Planning Board, Town Meeting, Select Board, and other municipal groups
- Coordinate with MOD, advocates, and elected officials to keep informed about applicable disability laws and regulations

# Membership Requirements

## Membership

- \* CODs consist of **five to 13 volunteer members** chosen by the Select board, Town Manager, Mayor, or City Manager. The membership requirements are:
  - \* A majority of members **must be people with disabilities**
  - \* **One member** must be an **elected or appointed** municipal official
  - \* **One member** must be an **immediate family member** of a person with a disability.
  - \* Members are initially appointed in staggered one-, two-, and three-year terms.

## \* Requirements

- \* Have at least **ten** meetings per year
- \* Keep **records** of their meetings and actions
- \* File an **annual report**

# Financial Opportunities

- CODs are authorized to receive gifts of property, both real (i.e. land/buildings) and personal (i.e. things/money).
- [Municipal ADA Improvement Grant Program | Mass.gov](#) - Opens May and closes in June

- Provides reimbursement funding to Massachusetts cities and towns to improve accessibility for people with disabilities.

## Grant Eligibility

- A notice of non-discrimination
- A grievance procedure
- An ADA Coordinator

[General Law - Part I, Title VII, Chapter 40, Section 22G](#)

- This allows for accessible parking violation fines (\$100-\$300) to be returned to the Commission to be used solely for the benefit of people with disabilities.

# What do COD do, and Not do?

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## Do:

CODs advise municipalities on systemic disability-related issues within local government programs.

## Examples:

- Systemic disability-related barriers to accessing municipal programs and services
- Architectural barriers in municipal buildings, streets, and sidewalks
- Suggestions for policies to address disability-related issues in the municipality
- Not do:
  - Help with specific requests from private **businesses or individuals**



# How to start a COD

1. Select Board members propose the adoption of MGL Chapter 40, Section 8J.
2. SB votes to adopt MGL Chapter 40, Section 8J.
  - In Towns like Reading, if the vote is approved, then your COD is created
3. Develop goals and operating guidelines for your COD.
4. Get members.
  - The members are typically selected by the Select board or Town Manager.

# Peer Communities that have COD

- 
- [Natick- ADA Coordinator | Natick, MA - Official Website](#)
  - [Arlington- Disability Commission | Town of Arlington](#)
  - [Andover- Commission on Disability | Andover, MA](#)
  - [Winchester- Disability Access Commission | Winchester, MA - Official Website](#)
  - [Wakefield- Commission on Disabilities | Wakefield, MA](#)
  - [Lexington- Commission on Disability | Lexington, MA](#)
  - [North Reading- Commission on Disabilities | North Reading, MA](#)

**Note: All of the above peer communities also have an active ADA Coordinator**

# Resources

- 
- [The ADA and City Governments: Common Problems](#) | [ADA.gov](#)

<b>Part I</b>	ADMINISTRATION OF THE GOVERNMENT
<b>Title VII</b>	CITIES, TOWNS AND DISTRICTS
<b>Chapter 40</b>	POWERS AND DUTIES OF CITIES AND TOWNS
<b>Section 8J</b>	DISABILITY COMMISSION; POWERS AND DUTIES; MEMBERS; TERMS

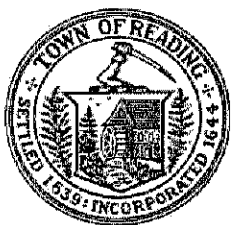
Section 8J. A city which accepts the provisions of this section by vote of its city council, subject to the provisions of its charter, or a town which accepts the provisions of this section at an annual or special town meeting, may establish a commission on disability, hereinafter called the commission, to cause the full integration and participation of people with disabilities in such city or town. Such commission shall (1) research local problems of people with disabilities; (2) advise and assist municipal officials and employees in ensuring compliance with state and federal laws and regulations that affect people with disabilities; (3) coordinate or carry out programs designed to meet the problems of people with disabilities in coordination with programs of the Massachusetts office on disability; (4) review and make recommendations about policies, procedures, services, activities and facilities of departments, boards and agencies of said city or town as they affect people with disabilities; (5) provide information, referrals, guidance and technical assistance to

individuals, public agencies, businesses and organizations in all matters pertaining to disability; (6) coordinate activities of other local groups organized for similar purposes.

Said commission shall keep records of its meetings and actions and shall file an annual report which shall be printed in the city or town annual report and shall have at least ten meetings annually.

Said commission shall consist of not less than 5 and not more than 13 members. In cities, the members shall be appointed by the mayor, subject to the provisions of the city charter except that in cities having a Plan D or Plan E form of government said appointments shall be by the city manager, subject to the provisions of the charter, and in towns they shall be appointed by the selectmen, except towns having a town manager form of government, in which towns appointments shall be made by the town manager, subject to the approval of the selectmen and except towns having a town council form of government, the town manager. A majority of said commission members shall consist of people with disabilities, one member shall be a member of the immediate family of a person with a disability and one member of said commission shall be either an elected or appointed official of that city or town. The terms of the first members of said commission shall be for one, two or three years, and so arranged that the term of one-third of the members expires each year, and their successor shall be appointed for terms of three years each. Any member of said commission may, after a public hearing, if so requested, be removed for cause by the appointing authority. A vacancy occurring otherwise than by expiration of a term shall be filled for the unexpired term in the same manner as an original appointment. The chairperson and other officers shall be chosen by a majority vote of said commission members.

Said commission may receive gifts of property, both real and personal, in the name of the city or town, subject to the approval of the city council in a city or the board of selectmen in a town, such gifts to be managed and controlled by said commission for the purposes of this section.



**Town of Reading**

16 Lowell Street  
Reading, MA  
01867-2683

(781)942-9001(Office)  
(781)942-9071(Fax)  
[www.readingma.gov](http://www.readingma.gov)

**DISCLOSURE BY MUNICIPAL EMPLOYEE OF PART-TIME OR CALL SERVICES  
TO THE FIRE DEPARTMENT AS REQUIRED BY G. L. c. 268A, § 20(f)**

**Name:** David Ferreira

**Municipal position:** Fire Alarm Lineworker

**Agency/Department:** Fire Department

**Agency Address:** 757 Main Street Reading, MA 01867

**Office Phone:** 781-944-3132

**Office Email:** dferreira@readingma.gov

**I will provide services on the following basis:**

Part-time ☒

Call ☒

**What work will you do for the department?** Maintain the municipal fire alarm system.

**What will you be paid for doing this work?** Step 6 / \$29.86 per Seasonal Classification Plan.

**Employee Signature**

**Date**

7-24-25

**Written Certification by the Fire Chief**

I hereby certify that no employee of this agency is available to do the work described above as part of their regular duties.

**Agency** Fire Department

**Position** Fire Chief

**Signature**

**Date**

7/24/25

**Select Board Approval**

**Signature:**

**Date**



HEADQUARTERS  
**READING FIRE DEPARTMENT**  
Reading, Massachusetts 01867

RICHARD NELSON, Chief  
757 Main Street  
Phone: 781-944-3132

TO: Matthew Kraunelis, Town Manager  
FROM: Richard Nelson, Fire Chief  
DATE: September 29, 2025  
RE: Fire Department Permit Fee Schedule

During the September 9, 2025 Selectboard meeting the Selectboard voted to approve a new Permit Fee Schedule for the Fire Department. While adjusting the Open Gov software to reflect the changes a few mistakes were found. I am requesting that an amended Fee Schedule be approved.

The following is a summary of the changes requested:

- “Sprinkler System Permit” change to “Kitchen Suppression System Permit”
  - This was an error in labeling.
- Add “Commercial Fire Alarm System”
  - Fee = \$25
  - This was an omission.
- Add “License to Store, Flammable and Combustible Liquids”
  - Fee = \$50
  - This was an omission.

Attached to the memo is Appendix A. This is the recommended schedule presented for approval by vote by the Selectboard.



## **Appendix A**

<b>Reading Fire Department Fee Schedule</b>	<b>2025</b>
<b>Smoke/Carbon Monoxide Permits</b>	
Residential Fire Alarm System Installation	\$50.00
Single Family	\$50.00
Two Units	\$100.00
Three to Six Units	\$150.00
Seven or More Units	\$500.00
Re-inspection Fee	\$50.00
<b>Permits</b>	
Blasting	\$50.00
Fireworks	\$50.00
Flammable and Combustible Storage	\$50.00
Gun Powder	\$25.00
Oil Burner Installations	\$50.00
Propane (Above and Below Ground)	\$50.00
General Fire Code	\$25.00
Sprinkler Permit	\$25.00
Tank Truck Parking Permit	\$50.00
Hot Work	\$50.00
Open Burning (Jan 1 - May 1 - 2 days of burning)	\$15.00
Energy Storage Systems	\$50.00
Alcohol Hand Cleaner Storage (>10 gal)	\$25.00
Commercial Fire Alarm System	\$25.00
Cannon or Mortar Firing	\$25.00
Kitchen Suppression System Permit	\$50.00
<b>Tank installation</b>	
Renew Underground Storage Tanks (per tank)	\$50.00
Install Aboveground Storage Tank	\$50.00
Install Underground Storage Tank	\$50.00
Tank Removal Above Ground	\$50.00
Tank Removal Below Ground	\$50.00

<b>Quarterly Inspections</b>	
Nursing Home	\$40.00
<b>Inspections</b>	
Certificate of Occupancy Inspection	\$25.00
Food Truck Inspection	\$25.00
<b>Municipal Fire Alarm</b>	
Permit to Connection to Municipal Fire Alarm System	\$50.00
Fire Alarm Disconnect and Reconnect	\$10.00
<b>Fire Alarm Malfunction</b>	
Excess Alarm Fee (After Six (6) Alarms per year)	\$50.00
<b>License</b>	
License to Store, Flammable and Combustible Liquids	\$50.00

## Legal Notice



## Town of Reading

To the Inhabitants of the Town of Reading:

Please take notice that the Select Board of the Town of Reading will hold a public hearing on Tuesday, October 7, 2025 at 7:00 PM in the Select Board Meeting Room at Town Hall, 16 Lowell Street, Reading, MA or also available remotely on Zoom to act on a new License Application for an Annual All-Alcohol Restaurant License located at 45 Walkers Brook Drive, Reading, MA from Reading Forno LLC, d/b/a Toscana Forno.

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

All interested parties are invited to attend the hearing in person or remotely via Zoom; or may submit their comments in writing or by email prior to 6:00 p.m. on October 7, 2025 to [townmanager@readingma.gov](mailto:townmanager@readingma.gov).

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



# READING POLICE DEPARTMENT

15 Union Street • Reading, Massachusetts 01867

Emergency Only: 911 • All Other Calls: (781) 944-1212 • Fax: (781) 944-2893

## EXECUTIVE SUMMARY

New Liquor License – Reading Forno LLC.  
d/b/a "Toscana Forno"

A handwritten signature, likely of Chief David J. Clark, written in ink.

September 24, 2025

Chief David J. Clark  
Reading Police Department  
15 Union Street  
Reading, MA 01867

Chief Clark,

As directed by your Office and in accordance with Reading Police Department Policy and Procedures, I have placed together an executive summary of the application for a New Liquor License for "Toscana Forno" which will be located at 45 Walkers Brook Drive.

### Ownership Interests:

Angelo Perrina  
Lucio Perrina, Jr.  
Valentino Perrina

### LLC Manager:

Lucio Perrina, Jr.

### Manager on Record:

Angelo Perrina

I find no reason why this license application should not go forward.

Respectfully Submitted,

A handwritten signature of Lt. Det. Richard Abate, written in ink.

Lt. Det. Richard Abate  
Criminal Division Commander

**LATHAM LAW OFFICES LLC**  
643 MAIN STREET  
READING, MA 01867

O. BRADLEY LATHAM\*  
CHRISTOPHER M. O. LATHAM  
JOSHUA E. LATHAM\*

TEL: (781) 942-4400  
FAX: (781) 989-3239

\* ADMITTED TO PRACTICE IN  
MASSACHUSETTS AND NEW HAMPSHIRE

September 16, 2025

Christopher Haley, Chair  
Town of Reading Select Board  
Reading Town Hall  
16 Lowell Street  
Reading, MA 01867

RE: LIQUOR LICENSE APPLICATION  
Applicant: Reading Forno LLC  
Premises: 45 Walkers Brook Drive, Reading, Massachusetts

Dear Mr. Haley:

Attached herewith please find Reading Forno LLC's application for a new on-premises, all alcohol liquor license for the premises known as 45 Walkers Brook Drive pursuant to G.L.c. 138, §12.

The application package includes the following materials:

1. New Retail Application Form (9 pages);
2. Applicant's Statement;
3. Entity Vote;
4. LLC Organizational Documents;
  - a. Certificate of Organization;
  - b. IRS Employer Identification Number assignment;
  - c. Operating Agreement;
5. CORI Request Forms;
  - a. Angelo Perrina;
  - b. Lucio Perrina;
  - c. Valentino Perrina;
6. Manager's proof of citizenship;
7. Supporting Financial Records;
8. Renovation and Start-up Budget;

9. Commercial Lease;
10. Proposed Floorplan of the Premises;
11. Applicant's Liquor Service Policies;
12. Payment receipt of \$200.00 filing fee to ABCC; and
13. \$100.00 check payable to the Town of Reading.

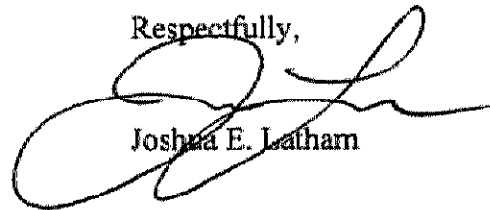
Please file same and schedule for the next available hearing date before the Select Board.

I understand the Town will handle (at Applicant's expense) publication and notice by registered mail to abutters and to all schools, churches and hospitals (if any) within 500' of the premises pursuant to G.L.c. 138, § 15A. Please let me know if we can be of assistance in this regard.

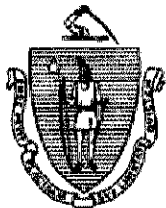
Prior to the public hearing the Applicant will also apply for a Common Victualers and Entertainment licenses pursuant to the Select Board's License Policies, Section 3.2.1.4.

If you have any questions please do not hesitate to contact me. Thank you for your attention to this matter.

Respectfully,



Joshua E. Latham



*The Commonwealth of Massachusetts*  
*Alcoholic Beverages Control Commission*  
*95 Fourth Street, Suite 3, Chelsea, MA 02150-2358*  
*www.mass.gov/abcc*

**RETAIL ALCOHOLIC BEVERAGES LICENSE APPLICATION  
MONETARY TRANSMITTAL FORM**

**APPLICATION FOR A NEW LICENSE**

APPLICATION SHOULD BE COMPLETED ON-LINE, PRINTED, SIGNED, AND SUBMITTED TO THE LOCAL  
LICENSING AUTHORITY.

ECRT CODE: RETA

Please make \$200.00 payment here: ABCC PAYMENT WEBSITE

PAYMENT MUST DENOTE THE NAME OF THE LICENSEE CORPORATION, LLC, PARTNERSHIP, OR INDIVIDUAL AND INCLUDE THE  
PAYMENT RECEIPT

ABCC LICENSE NUMBER (IF AN EXISTING LICENSEE, CAN BE OBTAINED FROM THE CITY)

ENTITY/ LICENSEE NAME

ADDRESS

CITY/TOWN

STATE

ZIP CODE

For the following transactions (Check all that apply):

- |  |   |   |   |
|--|---|---|---|
| <input checked="" type="checkbox"/> New License                        | <input type="checkbox"/> Change of Location   | <input type="checkbox"/> Change of Class (i.e. Annual / Seasonal)         | <input type="checkbox"/> Change Corporate Structure (i.e. Corp / LLC) |
| <input type="checkbox"/> Transfer of License                           | <input type="checkbox"/> Alteration of Licensed Premises  | <input type="checkbox"/> Change of License Type (i.e. club / restaurant)  | <input type="checkbox"/> Pledge of Collateral (i.e. License/Stock)    |
| <input type="checkbox"/> Change of Manager                             | <input type="checkbox"/> Change Corporate Name  | <input type="checkbox"/> Change of Category (i.e. All Alcohol/Wine, Malt) | <input type="checkbox"/> Management/Operating Agreement               |
| <input type="checkbox"/> Change of Officers/<br>Directors/LLC Managers | <input type="checkbox"/> Change of Ownership Interest<br>(LLC Members/ LLP Partners,<br>Trustees) | <input type="checkbox"/> Issuance/Transfer of Stock/New Stockholder       | <input type="checkbox"/> Change of Hours                              |
|  |   | <input type="checkbox"/> Other <input type="text"/>                       | <input type="checkbox"/> Change of DBA                                |

THE LOCAL LICENSING AUTHORITY MUST SUBMIT THIS  
APPLICATION ONCE APPROVED VIA THE ePLACE PORTAL:

**Alcoholic Beverages Control Commission**  
**95 Fourth Street, Suite 3**  
**Chelsea, MA 02150-2358**



*The Commonwealth of Massachusetts*  
*Alcoholic Beverages Control Commission*  
95 Fourth Street, Suite 3, Chelsea, MA 02150-2358  
[www.mass.gov/abcc](http://www.mass.gov/abcc)

**APPLICATION FOR A NEW LICENSE**

Municipality

Middlesex County

**1. LICENSE CLASSIFICATION INFORMATION**

ON/OFF-PREMISES

TYPE

CATEGORY

CLASS

On-Premises

\$12 Restaurant

All Alcoholic Beverages

Annual

Please provide a narrative overview of the transaction(s) being applied for. On-premises applicants should also provide a description of the intended theme or concept of the business operation. Attach additional pages, if necessary.

Applicant proposes to operate a restaurant and bar in the 6,770 square foot commercial space formerly occupied by Bertucci's Restaurant in the building at 45 Walkers Brook Drive. The Premises includes an indoor dining room and bar area, function room, take-out counter, restrooms and kitchen, with seasonal patio dining area. The restaurant will provide a professional but relaxed, family-friendly atmosphere with full-service food and bar menu featuring a range of classic and specialty Italian cuisine. The dining room and bar area will provide 201 indoor seats with an additional 50 seats in the outdoor dining area.

Is this license application pursuant to special legislation?

☐

Yes

☒

No

Chapter

Acts of

**2. BUSINESS ENTITY INFORMATION**

The entity that will be issued the license and have operational control of the premises.

Entity Name

Reading Forno LLC

FEIN:

DBA

Toscana Forno

Manager of Record

Angelo Perrina

Street Address

45 Walkers Brook Drive, Reading, MA 01867

Phone:

Email:

Alternative Phone:

Website:

**3. DESCRIPTION OF PREMISES**

Please provide a complete description of the premises to be licensed, including the number of floors, number of rooms on each floor, any outdoor areas to be included in the licensed area, and total square footage. You must also submit a floor plan.

The premises is a one-story, 6,770 square foot commercial space located in the commercial building at 45 Walkers Brook Drive. The Premises includes an indoor dining room with bar area, function room, take-out counter, restrooms and kitchen. The premises also includes a 945 square foot seasonal patio dining area. A floor plan is submitted herewith.

Total Square Footage:

6,770

Number of Entrances:

3

Seating Capacity:

247

Number of Floors

1

Number of Exits:

4

Occupancy Number:

243

**4. APPLICATION CONTACT**

The application contact is the person whom the licensing authorities should contact regarding this application.

Name:

Joshua E. Latham

Phone:

781-942-4400

Title:

Attorney

Email:

joshlatham@lathamesq.com



## APPLICATION FOR A NEW LICENSE

### 5. CORPORATE STRUCTURE

Entity Legal Structure	<input style="width: 90%;" type="text" value="LLC"/>	Date of Incorporation	<input style="width: 90%;" type="text" value="08/21/2025"/>
State of Incorporation	<input style="width: 90%;" type="text" value="Massachusetts"/>	Is the Corporation publicly traded? <input type="radio"/> Yes <input checked="" type="radio"/> No	

### 6. PROPOSED OFFICERS, STOCK OR OWNERSHIP INTEREST

List all individuals or entities that will have a direct or indirect, beneficial or financial interest in this license (E.g. Stockholders, Officers, Directors, LLC Managers, LLP Partners, Trustees etc.). Attach additional page(s) provided, if necessary, utilizing Addendum A.

- The individuals and titles listed in this section must be identical to those filed with the Massachusetts Secretary of State.
- The individuals identified in this section, as well as the proposed Manager of Record, must complete a CORI Release Form.
- Please note the following statutory requirements for Directors and LLC Managers:  
**On Premises (E.g. Restaurant/ Club/Hotel) Directors or LLC Managers** - At least 50% must be US citizens;  
**Off Premises(Liquor Store) Directors or LLC Managers** - All must be US citizens and a majority must be Massachusetts residents.
- If you are a Multi-Tiered Organization, please attach a flow chart identifying each corporate interest and the individual owners of each entity as well as the Articles of Organization for each corporate entity. Every individual must be identified in Addendum A.

Name of Principal	Residential Address	SSN	DOB
<input style="width: 90%;" type="text" value="Angelo Perrina"/>	<input style="width: 90%;" type="text" value="REDACTED"/>	<input style="width: 90%;" type="text" value="REDACTED"/>	<input style="width: 90%;" type="text" value="REDACTED"/>
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
<input style="width: 90%;" type="text" value="Manager-Member"/>	<input style="width: 90%;" type="text" value="33%"/>	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No
			MA Resident
			<input checked="" type="radio"/> Yes <input type="radio"/> No
Name of Principal	Residential Address	SSN	DOB
<input style="width: 90%;" type="text" value="Lucio Perrina Jr"/>	<input style="width: 90%;" type="text" value="REDACTED"/>	<input style="width: 90%;" type="text" value="REDACTED"/>	<input style="width: 90%;" type="text" value="REDACTED"/>
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
<input style="width: 90%;" type="text" value="Manager-Member"/>	<input style="width: 90%;" type="text" value="33%"/>	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No
			MA Resident
			<input checked="" type="radio"/> Yes <input type="radio"/> No
Name of Principal	Residential Address	SSN	DOB
<input style="width: 90%;" type="text" value="Valentino Perrina"/>	<input style="width: 90%;" type="text" value="REDACTED"/>	<input style="width: 90%;" type="text" value="REDACTED"/>	<input style="width: 90%;" type="text" value="REDACTED"/>
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
<input style="width: 90%;" type="text" value="Manager-Member"/>	<input style="width: 90%;" type="text" value="33%"/>	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No
			MA Resident
			<input checked="" type="radio"/> Yes <input type="radio"/> No
Name of Principal	Residential Address	SSN	DOB
<input style="width: 90%;" type="text"/>	<input style="width: 90%;" type="text"/>	<input style="width: 90%;" type="text"/>	<input style="width: 90%;" type="text"/>
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
<input style="width: 90%;" type="text"/>	<input style="width: 90%;" type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
			MA Resident
			<input type="radio"/> Yes <input type="radio"/> No
Name of Principal	Residential Address	SSN	DOB
<input style="width: 90%;" type="text"/>	<input style="width: 90%;" type="text"/>	<input style="width: 90%;" type="text"/>	<input style="width: 90%;" type="text"/>
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
<input style="width: 90%;" type="text"/>	<input style="width: 90%;" type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
			MA Resident
			<input type="radio"/> Yes <input type="radio"/> No

Additional pages attached? ☐ Yes ☒ No

#### CRIMINAL HISTORY

Has any individual listed in question 6, and applicable attachments, ever been convicted of a State, Federal or Military Crime? If yes, attach an affidavit providing the details of any and all convictions.

☐ Yes ☒ No

## APPLICATION FOR A NEW LICENSE

### 6A. INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

Does any individual or entity identified in question 6, and applicable attachments, have any direct or indirect, beneficial or financial interest in any other license to sell alcoholic beverages? Yes ☒ No ☐ If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Name	License Type	License Name	Municipality
Angelo Perrina	S12 Restaurant	Luvalan Management Corp.	Peabody
Angelo Perrina	S12 Restaurant	Toscana Forno, LLC	Peabody
Angelo Perrina	S12 Restaurant	Toscana Express, LLC	Beverly

### 6B. PREVIOUSLY HELD INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

Has any individual or entity identified in question 6, and applicable attachments, ever held a direct or indirect, beneficial or financial interest in a license to sell alcoholic beverages, which is not presently held? Yes ☐ No ☒ If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Name	License Type	License Name	Municipality

### 6C. DISCLOSURE OF LICENSE DISCIPLINARY ACTION

Have any of the disclosed licenses listed in question 6A or 6B ever been suspended, revoked or cancelled? Yes ☐ No ☒ If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Date of Action	Name of License	City	Reason for suspension, revocation or cancellation

## 7. OCCUPANCY OF PREMISES

Please complete all fields in this section. Please provide proof of legal occupancy of the premises.

- If the applicant entity owns the premises, a deed is required.
- If leasing or renting the premises, a signed copy of the lease is required.
- If the lease is contingent on the approval of this license, and a signed lease is not available, a copy of the unsigned lease and a letter of intent to lease, signed by the applicant and the landlord, is required.
- If the real estate and business are owned by the same individuals listed in question 6, either individually or through separate business entities, a signed copy of a lease between the two entities is required.

Please indicate by what means the applicant will occupy the premises

Lease

Landlord Name

Landlord Phone

Landlord Email

Landlord Address

Lease Beginning Date

Rent per Month

Lease Ending Date

Rent per Year

Will the Landlord receive revenue based on percentage of alcohol sales?

☒ Yes ☐ No

## APPLICATION FOR A NEW LICENSE

### 8. FINANCIAL DISCLOSURE

A. Purchase Price for Real Estate	
B. Purchase Price for Business Assets	
C. Other * (Please specify below)	901,000.00
D. Total Cost	901,000.00

\*Other Cost(s): (i.e. Costs associated with License Transaction including but not limited to: Property price, Business Assets, Renovations costs, Construction costs, Initial Start-up costs, Inventory costs, or specify other costs):"

### SOURCE OF CASH CONTRIBUTION

Please provide documentation of available funds. (E.g. Bank or other Financial institution Statements, Bank Letter, etc.)

Name of Contributor	Amount of Contribution
Fratelli LLC (see statements attached)	\$901,000.00
Total:	\$901,000.00

### SOURCE OF FINANCING

Please provide signed financing documentation.

Name of Lender	Amount	Type of Financing	Is the lender a licensee pursuant to M.G.L. Ch. 138.
			<input type="radio"/> Yes <input type="radio"/> No
			<input type="radio"/> Yes <input type="radio"/> No
			<input type="radio"/> Yes <input type="radio"/> No
			<input type="radio"/> Yes <input type="radio"/> No

### FINANCIAL INFORMATION

Provide a detailed explanation of the form(s) and source(s) of funding for the cost identified above.

The owners of Reading Forno LLC own Fratelli LLC, a holding company which holds cash and investments totaling \$3,679,216.16 and access to a Liquidity Line of Credit. Renovation/construction and start-up costs will be sourced from the owners' funds in Fratelli LLC. See statement submitted herewith.

### 9. PLEDGE INFORMATION

Please provide signed pledge documentation.

Are you seeking approval for a pledge? ☐ Yes ☒ No

Please indicate what you are seeking to pledge (check all that apply) ☐ License ☐ Stock ☐ Inventory

To whom is the pledge being made?

## 10. MANAGER APPLICATION

### A. MANAGER INFORMATION

The individual that has been appointed to manage and control the licensed business and premises.

Proposed Manager Name **Lucio Perrina, Jr.**

Date of Birth

SSN

Residential Address

Email

Phone

Please indicate how many hours per week you intend to be on the licensed premises

40

### B. CITIZENSHIP/BACKGROUND INFORMATION

Are you a U.S. Citizen/Qualified Alien under the Immigration and Nationality Act? ☒ Yes ☐ No

If yes, attach one of the following documents: US Passport, Voter's Certificate, Birth Certificate, Naturalization Papers, Permanent Resident Card "Green Card", or Employment Authorization Document.

Have you ever been convicted of a state, federal, or military crime? ☐ Yes ☒ No

If yes, fill out the table below and attach an affidavit providing the details of any and all convictions. Attach additional pages, if necessary, utilizing the format below.

Date	Municipality	Charge	Disposition

### C. EMPLOYMENT INFORMATION

Please provide your employment history. Attach additional pages, if necessary, utilizing the format below.

Start Date	End Date	Position	Employer	Supervisor Name
09/01/2010	09/01/2025	Owner/Manager	Toscana Ristorante	N/A

### D. PRIOR DISCIPLINARY ACTION

Have you held a beneficial or financial interest in, or been the manager of, a license to sell alcoholic beverages that was subject to disciplinary action? ☐ Yes ☒ No If yes, please fill out the table. Attach additional pages, if necessary,utilizing the format below.

Date of Action	Name of License	State	City	Reason for suspension, revocation or cancellation

I hereby swear under the pains and penalties of perjury that the information I have provided in this application is true and accurate:

Manager's Signature

Date

9/11/25

## 11. MANAGEMENT AGREEMENT

Are you requesting approval to utilize a management company through a management agreement?

☐ Yes ☒ No

If yes, please fill out section 11.

Please provide a narrative overview of the Management Agreement. Attach additional pages, if necessary.

**IMPORTANT NOTE:** A management agreement is where a licensee authorizes a third party to control the daily operations of the license premises, while retaining ultimate control over the license, through a written contract. *This does not pertain to a liquor license manager that is employed directly by the entity.*

### 11A. MANAGEMENT ENTITY

List all proposed individuals or entities that will have a direct or indirect, beneficial or financial interest in the management Entity (E.g. Stockholders, Officers, Directors, LLC Managers, LLP Partners, Trustees etc.).

Entity Name	Address	Phone		
<input type="text"/>	<input type="text"/>	<input type="text"/>		
Name of Principal	Residential Address	SSN	DOB	
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	
Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
<input type="text"/>	<input type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
Name of Principal	Residential Address	SSN	DOB	
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	
Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
<input type="text"/>	<input type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
Name of Principal	Residential Address	SSN	DOB	
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	
Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
<input type="text"/>	<input type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
Name of Principal	Residential Address	SSN	DOB	
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	
Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
<input type="text"/>	<input type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

### CRIMINAL HISTORY

Has any individual identified above ever been convicted of a State, Federal or Military Crime?

☐ Yes ☐ No

If yes, attach an affidavit providing the details of any and all convictions.

## 11B. EXISTING MANAGEMENT AGREEMENTS AND INTEREST IN AN ALCOHOLIC BEVERAGES

### LICENSE

Does any individual or entity identified in question 11A, and applicable attachments, have any direct or indirect, beneficial or financial interest in any other license to sell alcoholic beverages; and or have an active management agreement with any other licensees?

Yes ☐ No ☐ If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Name	License Type	License Name	Municipality

**11C. PREVIOUSLY HELD INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE**

Has any individual or entity identified in question 11A, and applicable attachments, ever held a direct or indirect, beneficial or financial interest in a license to sell alcoholic beverages, which is not presently held?

Yes ☐ No ☐ If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Name	License Type	License Name	Municipality

**11D. PREVIOUSLY HELD MANAGEMENT AGREEMENT**

Has any individual or entity identified in question 11A, and applicable attachments, ever held a management agreement with any other Massachusetts licensee?

Yes ☐ No ☐ If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Licensee Name	License Type	Municipality	Date(s) of Agreement

**11E. DISCLOSURE OF LICENSE DISCIPLINARY ACTION**

Has any of the disclosed licenses listed in questions in section 11B, 11C, 11D ever been suspended, revoked or cancelled?

Yes ☐ No ☐ If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Date of Action	Name of License	City	Reason for suspension, revocation or cancellation

**11F. TERMS OF AGREEMENT**

a. Does the agreement provide for termination by the licensee?

Yes ☐ No ☐

b. Will the licensee retain control of the business finances?

Yes ☐ No ☐

c. Does the management entity handle the payroll for the business?

Yes ☐ No ☐

d. Management Term Begin Date

e. Management Term End Date

f. How will the management company be compensated by the licensee? (check all that apply)

☐ \$ per month/year (indicate amount)

☐ % of alcohol sales (indicate percentage)

☐ % of overall sales (indicate percentage)

☐ other (please explain)

ABCC licensee Officer/LLC Manager

Management Agreement Entity Officer/LLC Manager

Signature:

Signature:

Title:

Title:

Date:

Date:

**Section 6A. INTEREST IN AN ALCHOLIC BEVERAGES LICENSE (Continued)**

<b>Name</b>	<b>License Type</b>	<b>License Name</b>	<b>Municipality</b>
Lucio Perrina, Jr.	S12 Restaurant	Luvalan Management Corp.	Peabody
Lucio Perrina, Jr.	S12 Restaurant	Toscana Forno, LLC	Peabody
Lucio Perrina, Jr.	S12 Restaurant	Toscana Express, LLC	Beverly
Valentino Perrina	S12 Restaurant	Luvalan Management Corp.	Peabody
Valentino Perrina	S12 Restaurant	Toscana Forno, LLC	Peabody
Valentino Perrina	S12 Restaurant	Toscana Express, LLC	Beverly

**APPLICANT'S STATEMENT**

I, Angelo Perrina the: ☐ sole proprietor; ☐ partner; ☐ corporate principal; ☒ LLC/LLP manager  
Authorized Signatory

of Reading Forno LLC  
Name of the Entity/Corporation

hereby submit this application (hereinafter the "Application"), to the local licensing authority (the "LLA") and the Alcoholic Beverages Control Commission (the "ABCC" and together with the LLA collectively the "Licensing Authorities") for approval.

I do hereby declare under the pains and penalties of perjury that I have personal knowledge of the information submitted in the Application, and as such affirm that all statements and representations therein are true to the best of my knowledge and belief. I further submit the following to be true and accurate:

- (1) I understand that each representation in this Application is material to the Licensing Authorities' decision on the Application and that the Licensing Authorities will rely on each and every answer in the Application and accompanying documents in reaching its decision;
- (2) I state that the location and description of the proposed licensed premises are in compliance with state and local laws and regulations;
- (3) I understand that while the Application is pending, I must notify the Licensing Authorities of any change in the information submitted therein. I understand that failure to give such notice to the Licensing Authorities may result in disapproval of the Application;
- (4) I understand that upon approval of the Application, I must notify the Licensing Authorities of any change in the ownership as approved by the Licensing Authorities. I understand that failure to give such notice to the Licensing Authorities may result in sanctions including revocation of any license for which this Application is submitted;
- (5) I understand that the licensee will be bound by the statements and representations made in the Application, including, but not limited to the identity of persons with an ownership or financial interest in the license;
- (6) I understand that all statements and representations made become conditions of the license;
- (7) I understand that any physical alterations to or changes to the size of the area used for the sale, delivery, storage, or consumption of alcoholic beverages, must be reported to the Licensing Authorities and may require the prior approval of the Licensing Authorities;
- (8) I understand that the licensee's failure to operate the licensed premises in accordance with the statements and representations made in the Application may result in sanctions, including the revocation of any license for which the Application was submitted; and
- (9) I understand that any false statement or misrepresentation will constitute cause for disapproval of the Application or sanctions including revocation of any license for which this Application is submitted.
- (10) I confirm that the applicant corporation and each individual listed in the ownership section of the application is in good standing with the Massachusetts Department of Revenue and has complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting of child support.

Signature: 

Date: 9/11/25

Title: Manager of Reading Forno LLC



**ENTITY VOTE**

The Board of Directors or LLC Managers of Reading Forno LLC  
Entity Name  
duly voted to apply to the Licensing Authority of Reading and the  
City/Town  
Commonwealth of Massachusetts Alcoholic Beverages Control Commission on September \_\_, 2025  
Date of Meeting

For the following transactions (Check all that apply):

- |  |   |   |   |
|--|---|---|---|
| <input checked="" type="checkbox"/> New License                        | <input type="checkbox"/> Change of Location   | <input type="checkbox"/> Change of Class (i.e. Annual / Seasonal)         | <input type="checkbox"/> Change Corporate Structure (i.e. Corp / LLC) |
| <input type="checkbox"/> Transfer of License                           | <input type="checkbox"/> Alteration of Licensed Premises  | <input type="checkbox"/> Change of License Type (i.e. club / restaurant)  | <input type="checkbox"/> Pledge of Collateral (i.e. license/stock)    |
| <input type="checkbox"/> Change of Manager                             | <input type="checkbox"/> Change Corporate Name  | <input type="checkbox"/> Change of Category (i.e. All Alcohol/Wine, Malt) | <input type="checkbox"/> Management/Operating Agreement               |
| <input type="checkbox"/> Change of Officers/<br>Directors/LLC Managers | <input type="checkbox"/> Change of Ownership Interest<br>(LLC Members/ LLP Partners,<br>Trustees) | <input type="checkbox"/> Issuance/Transfer of Stock/New Stockholder       | <input type="checkbox"/> Change of Hours                              |
|  |   | <input type="checkbox"/> Other <u>                                </u>    | <input type="checkbox"/> Change of DBA                                |

"VOTED: To authorize

Angelo Perrina

Name of Person

to sign the application submitted and to execute on the Entity's behalf, any necessary papers and do all things required to have the application granted."

"VOTED: To appoint

Lucio Perrina, Jr.

Name of Liquor License Manager

as its manager of record, and hereby grant him or her with full authority and control of the premises described in the license and authority and control of the conduct of all business therein as the licensee itself could in any way have and exercise if it were a natural person residing in the Commonwealth of Massachusetts."

A true copy attest,

  
Corporate Officer /LLC Manager Signature

Angelo Perrina

(Print Name)

For Corporations ONLY

A true copy attest,

\_\_\_\_\_  
Corporation Clerk's Signature

\_\_\_\_\_  
(Print Name)

**The Commonwealth of Massachusetts, William Francis Galvin**  
**Corporations Division**

One Ashburton Place - Floor 17, Boston MA 02108-1512 | Phone: 617-727-9640

**Certificate of Organization**

(General Laws, Chapter 156C, Section 12)

Filing Fee: \$500.00

Identification Number: [REDACTED] (number will be assigned)

1. The exact name of the limited liability company is:

READING FORNO LLC

2. The address in the Commonwealth where the records will be maintained:

Number and street: 23 UPTON ST

Address 2:

City or town: PEABODY State: MA Zip code: 01960

Country: UNITED STATES

3. The general character of business (if the limited liability company is organized to render professional service, this form must be filed by fax, mail or in person):

TO OWN AND OPERATE A RESTAURANT FOR THE SERVING OF FOOD AND BEVERAGES AND TO PROVIDE ALL SERVICES RELATED TO CATERING ND FURTHER TO DO ANY AND ALL OTHER THINGS OR ACTIVITIES THAT, IN THE OPINION OF THIS ORGANIZATION, IS DIRECTLY OR INDIRECTLY RELATED TO THE AFORESAID. GENERALLY, TO DO ANY AND ALL THINGS CONSISTENT WITH AND REASONABLY INCIDENTAL TO THE OPERATION OF A RESTAURANT BUSINESS. TO CONDUCT ANY AND ALL LAWFULLY PERMITTED BUSINESS, ALL IN ACCORDANCE WITH MASSACHUSETTS GENERAL LAWS

4. The latest date of dissolution, if specified: (mm/dd/yyyy)

5. The name and address of the Resident Agent:

Agent name: ANGELO PERRINA

Number and street: [REDACTED]

Address 2:

City or town: [REDACTED] State: [REDACTED] Zip code: [REDACTED]

I ANGELO PERRINA,

resident agent of the above limited liability company, consent to my appointment as the resident agent of the above limited liability company pursuant to G. L. Chapter 156C Section 12.

6. The name and business address of each manager, if any:

Title	Name	Address
MANAGER	ANGELO PERRINA	23 UPTON ST PEABODY, MA 01960 USA
MANAGER	VALENTINO PERRINA	23 UPTON ST PEABODY, MA 01960 USA
MANAGER	LUCIO PERRINA JR	23 UPTON ST PEABODY, MA 01960 USA

7. The name and business address of the person(s) in addition to the manager(s), authorized to execute documents to be filed with the Corporations Division, and at least one person shall be named if there are no managers.

Title	Name	Address
SOC SIGNATORY	VALENTINO PERRINA	23 UPTON ST PEABODY, MA 01960 USA
SOC SIGNATORY	ANGELO PERRINA	23 UPTON ST PEABODY, MA 01960 USA
SOC SIGNATORY	LUCIO PERRINA JR	23 UPTON ST PEABODY, MA 01960 USA

8. The name and business address of the person(s) authorized to execute, acknowledge, deliver and record any recordable instrument purporting to affect an interest in real property:

Title	Name	Address
REAL PROPERTY	ANGELO PERRINA	23 UPTON ST PEABODY, MA 01960 USA
REAL PROPERTY	VALENTINO PERRINA	23 UPTON ST PEABODY, MA 01960 USA
REAL PROPERTY	LUCIO PERRINA JR	23 UPTON ST PEABODY, MA 01960 USA

9. Additional matters:

10. This certificate is effective at the time and on the date approved by the Division, unless a later effective date not more than ninety (90) days from the date of filing is specified:

Later Effective Date (mm/dd/yyyy):                      Time (HH:MM)

SIGNED UNDER THE PENALTIES OF PERJURY, this 21 Day of August, 2025,

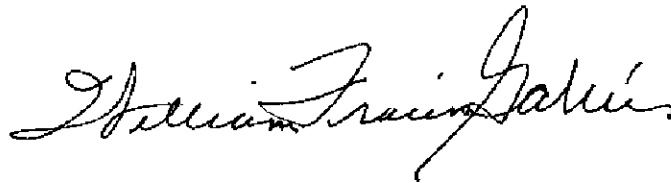
ANGELO PERRINA

, Signature of Authorized Signatory.

THE COMMONWEALTH OF MASSACHUSETTS

I hereby certify that, upon examination of this document, duly submitted to me, it appears that the provisions of the General Laws relative to corporations have been complied with, and I hereby approve said articles; and the filing fee having been paid, said articles are deemed to have been filed with me on:

August 21, 2025 02:39 PM

A handwritten signature in black ink, reading "William Francis Galvin". The signature is written in a cursive, flowing style with a large initial 'W' and 'G'.

WILLIAM FRANCIS GALVIN

*Secretary of the Commonwealth*



DEPARTMENT OF THE TREASURY  
INTERNAL REVENUE SERVICE  
CINCINNATI OH 45999-0023

Date of this notice: 08-21-2025

Employer Identification Number:  
[REDACTED]

Form: SS-4

Number of this notice: CP 575 A

Reading Forno LLC  
Toscana Forno Reading  
% Lucio Perrina JR MBR  
[REDACTED]

For assistance you may call us at:  
1-800-829-4933

IF YOU WRITE, ATTACH THE  
STUB AT THE END OF THIS NOTICE.

### WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN [REDACTED]. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

Taxpayers request an EIN for their business. Some taxpayers receive CP575 notices when another person has stolen their identity and are opening a business using their information. If you did not apply for this EIN, please contact us at the phone number or address listed on the top of this notice.

When filing tax documents, making payments, or replying to any related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear-off stub and return it to us.

Based on the information received from you or your representative, you must file the following forms by the dates shown.

Form 1065	03/15/2026
Form 940	01/31/2027
Form 941	04/30/2026

If you have questions about the forms or the due dates shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, *Accounting Periods and Methods*.

We assigned you a tax classification (corporation, partnership, etc.) based on information obtained from you or your representative. It is not a legal determination of your tax classification, and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2020-1, 2020-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, *Entity Classification Election*. See Form 8832 and its instructions for additional information.

**IMPORTANT INFORMATION FOR S CORPORATION ELECTION:** If you intend to elect to file your return as a small business corporation, an election to file a Form 1120-S, U.S. Income Tax Return for an S Corporation, must be made within certain timeframes and the corporation must meet certain tests. All of this information is included in the instructions for Form 2553, *Election by a Small Business Corporation*.

A limited liability company (LLC) may file Form 8832, *Entity Classification Election*, and elect to be classified as an association taxable as a corporation. If the LLC is eligible to be treated as a corporation that meets certain tests and it will be electing S corporation status, it

must timely file Form 2553, *Election by a Small Business Corporation*. The LLC will be treated as a corporation as of the effective date of the S corporation election and does not need to file Form 8832.

If you are required to deposit for employment taxes (Forms 941, 943, 940, 944, 945, CT-1, or 1042), excise taxes (Form 720), or income taxes (Form 1120), you will receive a Welcome Package shortly, which includes instructions for making your deposits electronically through the Electronic Federal Tax Payment System (EFTPS). A Personal Identification Number (PIN) for EFTPS will also be sent to you under separate cover. Please activate the PIN once you receive it, even if you have requested the services of a tax professional or representative. For more information about EFTPS, refer to Publication 966, *Electronic Choices to Pay All Your Federal Taxes*. If you need to make a deposit immediately, you will need to make arrangements with your Financial Institution to complete a wire transfer.

The IRS is committed to helping all taxpayers comply with their tax filing obligations. If you need help completing your returns or meeting your tax obligations, Authorized e-file Providers, such as Reporting Agents or other payroll service providers, are available to assist you. Visit [www.irs.gov/mefbusproviders](http://www.irs.gov/mefbusproviders) for a list of companies that offer IRS e-file for business products and services.

**IMPORTANT REMINDERS:**

- Keep a copy of this notice in your permanent records. This notice is issued only one time and the IRS will not be able to generate a duplicate copy for you. You may give a copy of this document to anyone asking for proof of your EIN.
- Use this EIN and your name exactly as they appear at the top of this notice on all your federal tax forms.
- Refer to this EIN on your tax-related correspondence and documents.
- Provide future officers of your organization with a copy of this notice.

Your name control associated with this EIN is READ. You will need to provide this information along with your EIN, if you file your returns electronically.

Safeguard your EIN by referring to Publication 4557, *Safeguarding Taxpayer Data: A Guide for Your Business*.

You can get any of the forms or publications mentioned in this letter by visiting our website at [www.irs.gov/forms-pubs](http://www.irs.gov/forms-pubs) or by calling 800-TAX-FORM (800-829-3676).

If you have questions about your EIN, you can contact us at the phone number or address listed at the top of this notice. If you write, please tear off the stub at the bottom of this notice and include it with your letter.

Thank you for your cooperation.

Keep this part for your records.

CP 575 A (Rev. 7-2007)

Return this part with any correspondence so we may identify your account. Please correct any errors in your name or address.

CP 575 A  
99999999999

Your Telephone Number Best Time to Call  
( ) -

DATE OF THIS NOTICE: 08-21-2025  
EMPLOYER IDENTIFICATION NUMBER:  
FORM: SS-4 NOBOD

INTERNAL REVENUE SERVICE  
CINCINNATI OH 45999-0023

Reading Forno LLC  
Toscana Forno Reading  
& Lucio Perrina JR MBR

**OPERATING AGREEMENT FOR  
READING FORNO LLC  
A LIMITED LIABILITY COMPANY**

AGREEMENT OF LIMITED LIABILITY dated as of the 21st day of August 2025, between **ANGELO PERRINA, LUCIO PERRINA JR., and VALENTINO PERRINA** (the “Managers”) and the persons identified as Members in Schedule A annexed hereto, made a part hereof and hereby incorporated herein by reference (each such person being individually referred to as a “Member” and collectively as the “Members”).

WHEREAS, **READING FORNO LLC** (the “Company” or the “LLC”) has been formed as a Member-Managed limited liability company pursuant to the Massachusetts Limited Liability Company Act (the “Act”), as from time to time amended, and any successor act thereto, with a Certificate of Organization filed on August 21, 2025, in the office of the Secretary of State of the Commonwealth of Massachusetts (“the Certificate”); and

WHEREAS, the Member-Managers wish to set out fully their respective rights, obligations, and duties with respect to the LLC and its assets;

NOW, THEREFORE, in consideration of the mutual covenants herein expressed, the parties hereto hereby agree as follows:

**ARTICLE I  
Company Formation**

**1.1 Organization.**

The Member-Managers shall file Annual Reports and such other documents as are appropriate to comply with the applicable requirements for the operation of a limited liability company in accordance with the applicable laws of Massachusetts. With the approval of the majority of the Members, the LLC may from time to time change its name, its resident agent for service of process, the location of its registered office and/or any other matter described in the Certificate; provided, however, that a change in the general character of the business of the LLC shall require the unanimous approval of all Members.

**1.2 Resident Agent and Principal Office.**

The location and name of the resident agent shall be as stated in the Certificate of Organization.

**1.3 Purpose and Powers.**

The general character of the business of the Company is to own and operate a restaurant for the serving of food and beverages and to provide all services related to catering and further to do any and all other things or activities that, in the opinion of this organization, is directly or indirectly related to the aforesaid. Generally, to do any and all things consistent with and reasonably incidental to the operation of a restaurant business. To conduct any and all lawfully permitted business, all in accordance with Massachusetts General Laws.



**1.4 Term.**

The Company shall continue for a perpetual period, except for:

- (a) Member(s) whose capital interest, as defined in Article 8, exceeds 50 percent, vote for dissolution; or
- (b) Any event which makes it unlawful for the business of the Company to be Carried on by the Members; or
- (c) Any other event causing dissolution of this Limited Liability Company under applicable state laws.

**1.5 Continuance of Company.**

Notwithstanding the provisions of Article 1.4, in the event of an occurrence described in Article 1.4(c), if there is at least one remaining Member, said remaining Member shall have the right to continue the business of the Company.

**1.6 The Members.**

The names and places of residence of each member are listed in the Schedule A. The Members listed together own 100% of this Company.

**1.7 Admission of Additional Members.**

Except as otherwise expressly provided in this Agreement, no additional Members may be admitted to the Company through issuance by the Company of a new interest in the Company without written consent of a majority of the Members, or unanimous consent in the case of two members each holding a fifty-percent (50%) interest.

**1.8 Fiscal Year.**

The fiscal year and accounting period of the company shall be January 1<sup>st</sup> to December 31<sup>st</sup>.

**ARTICLE II**

**Management**

**2.1 Designation of Managers.**

The management of the business is vested in all of the Members. **ANGELO PERRINA, LUCIO PERRINA JR., and VALENTINO PERRINA** are hereby designated as the Managers of the LLC. If any of the aforementioned Managers should be unable to serve as Manager, due to incapacity, resignation, or death, the remaining Manager(s) shall serve together, or alone, as the case may be.

**2.2 Members.**

The liability of the Members shall be limited as provided pursuant to applicable law. However, Members with a majority interest will be responsible for the control, management, direction, and operation of the Company's affairs and shall have powers to bind the Company. Any legally binding agreement must be signed by a majority of Members, or if no majority can be achieved, by all Members.

### 2.3 Powers of Member-Managers.

The Members serving as Managers are authorized on the Company's behalf to make all decisions in accordance with Article 2.2 as to (a) the sale, development, lease or other disposition of the Company's assets; (b) the purchase or other acquisition of other assets of all kinds; (c) the management of all or any part of the Company's assets; (d) the borrowing of money and the granting of security interests in the Company's assets; (e) the pre-payment, refinancing, or extension of any loan affecting the Company's assets; (f) the compromise or release of any of the Company's claims or debts; and, (g) the employment of persons, firms, or corporations for the operation and management of the company's business. In the exercise of their management powers, the managing Members are authorized to execute and deliver (a) all contracts, conveyances, assignments, leases, sub-leases, franchise agreements, licensing agreement, management contracts, and maintenance contracts covering or affecting the Company's assets; (b) all checks, drafts, and other orders for the payment of the Company's funds; (c) all promissory notes, loans, security agreements, and other similar documents; and, (d) all other instruments of any other kind relating to the Company's affairs, whether like or unlike the foregoing.

### 2.4 Business Affairs.

The management and control of the business and affairs of the Company shall be vested exclusively in the Members-Managers. The Members-Managers shall have the right and power to manage, operate, and control the Company and to do all things that they deem necessary or desirable for the Company or its business. All decisions, approvals, actions, consents, and matters to be made, granted, withheld, taken or acted upon by the Members-Managers shall be made by the Members-Managers at a meeting where the decisions is approved by the majority of members pursuant to a written consent signed by the said majority-interest holders. Except where some other notice is required by law, written or oral notice of each meeting of the Members, stating the place, date, and hour thereof and the purposes for which the meeting is called, shall be given by or under the direction of the Members-Managers, not less than 24-hours before the date fixed for the meeting, to each Member entitled to vote at such meeting, unless such notice is waived by the Member(s) not attending such meeting in writing prior to or after such meeting. If a majority-in-interest of Members-Managers wish to authorize and take action on a particular matter without a meeting, all other Members shall be given notice of such action not less than 24-hours prior to such action. If no clear majority can be achieved for purposes of decision making, then a unanimous vote shall be required.

### 2.5 Power to Bind the Company.

The act(s) of the Managers in carrying on the usual business or affairs of the Company (including the exercise of the authority provided in this Article) shall bind the Company. No person dealing with the Company shall have any obligation to inquire into the power or authority of any Manager who purports to be acting on behalf of the Company.

### 2.6 Withdrawal or Termination of Members.

No Manager may resign from, retire from, abandon, or otherwise terminate his status as a Manager except after thirty (30) days' prior written notice to any other Managers or Members.

### 2.7 Additional or Substitute Manager.

Additional or substitute Managers may be selected at any time upon the majority approval of the Members, with such rights, obligations, responsibilities, and economic interest as may be approved by the Members.

### 2.8 Disputes of Members.

A Member has the amount of votes in accordance with the Member's percentage interest in the Company. While our goal, as Members, is that there be unanimous agreement of Members for any action to take place, the Member or Members comprising the majority in interest shall prevail in the event of a disagreement. If a disagreement arises between or among Members where a majority vote cannot be achieved (for example, where two Members each hold a fifty percent (50%) interest or, under any other circumstances where a majority vote cannot be reached), resulting in a complete deadlock, the Members must unanimously select a third-party who will serve as a tie-breaker.

#### **2.9 Chief Executive Member.**

A Member designated Chief Executive Member, if any Member is so designated, shall have primary responsibility for managing the day-to-day operations of the Company and for effectuating the decisions of the majority.

#### **2.10 Nominee.**

Title to the Company's assets shall be held in the Company's name or in the name of any nominee that the Members/Managers may designate. The Members/Managers shall have power to enter into a nominee agreement with any such person, and such agreement may contain provisions indemnifying the nominee, except for his willful misconduct.

#### **2.11 Company Information.**

Each Member or his/her authorized representative shall have equal access to (and may inspect and copy) all books, records, and materials regarding the Company or its activities.

#### **2.12 Exculpation.**

Any act or omission of the Members, the effect of which may cause or result in loss or damage to the Company or the Members, if done in good faith to promote the best interests of the Company, shall not subject the Members to any liability.

#### **2.13 Indemnification.**

The Company shall indemnify any person who was or is a party defendant, or is threatened to be made a party defendant in a pending or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative (other than an action by or in the right of the Company) by reason of the fact that he/she is or was a Member of the Company, a Manager, an employee or an agent of the Company, or is or was serving at the request of the Company, for instant expenses (including attorney's fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred in connection with such action, suit or proceeding if the Members determine that that individual acted in good faith and in a manner he/she reasonably believed to be in or not opposed to the best interest of the Company, and, with respect to any criminal action proceeding, has no reasonable cause to believe his/her conduct was unlawful. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of "no lo Contendere" or its equivalent, shall not in itself create a presumption that the person did or did not act in good faith and in a manner that he/she reasonably believed to be in the best interest of the Company, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his/her conduct was lawful.

#### **2.14 Records.**

The Member-Managers shall cause the Company to keep at its principal place of business or at another mutually agreeable location, the following:

- (a) A current list in alphabetical order of the full name and last known street address of each Member;
- (b) A copy of the Certificate of Formation and the Company Operating Agreement and all amendments;
- (c) Copies of the Company's federal, state and local income tax returns and reports, if any, for the three most recent years;
- (d) Copies of any financial statements of the limited liability company for the three most recent years.

#### 2.15 Incapacity of a Member

Any decision concerning the incapacity of a Member/Manager shall be made unanimously by the other Members/Managers, if then legally competent, with the concurring opinion of two (2) physicians who have examined or treated the Member/Manager in question within the prior three (3) months. During any period in which a Member/Manager is determined to be incapacitated, he/she may be prohibited from involvement in decision making with regard to the Company, as detailed under this Article II, by a written instrument signed by the aforementioned decision makers and physicians, and personally delivered to the Member/Manager.

### ARTICLE III

#### Duties of Members and Managers; Liability of Managers

##### 3.1 Managers' Duty of Care.

The Managers shall perform his/her duties in such capacity in good faith, in a manner he/she reasonably believes to be in the best interest of the Company and with such care as an ordinarily prudent person in a like position would use under similar circumstances. In discharging his/her duties, the Managers shall be fully protected in relying in good faith upon the records required to be maintained under the Act and upon such information, opinions, reports and records presented by or prepared by or under the supervision of counsel, public accountants or other persons, as to matters such Managers reasonably believe are within each person's professional or expert competence and which professionals have been selected with reasonable care by or on behalf of the company. Such records shall include information, opinions, reports or statements as to the value and amount of the assets, liabilities, profits, or losses of the Company or any other facts pertinent to the existence and amount of assets from which distributions to the Members might properly be paid.

##### 3.2 Competitive or Interested Transactions.

The Members/Managers shall be entitled to enter into transactions that may be considered to be competitive with, or a business opportunity that may be beneficial to, the Company, it being expressly understood that the Members/Managers may enter into transactions that are similar to or competitive with the transactions into which the Company may enter. Neither a Manager nor a Member violates a duty or obligation to the Company merely because such Manager or such Member's conduct furthers his or its own interest. A Manager or a Member may lend money to and transact other business with the Company. The rights and obligations of a Manager or a Member who lends money to or transacts business with the Company are the same as those of a person who is not a Manager or a Member, subject to other applicable law. No transaction of the Company shall be voidable solely because a Manager or a Member has a direct or indirect interest in the transaction if the transaction is fair to the Company.

**3.3 Liability of Managers.**

A Manager shall have liability to the Company or to any Member for any loss suffered by the Company that arises out of any action or inaction of the Manager, if such Manager in good faith, determines that such course of conduct was in the best interest of the Company, and such course of conduct did not constitute gross negligence or willful misconduct of such Manager.

**ARTICLE IV**

**Capital Contributions**

**4.1 Initial Contributions.**

If any of the Members initially has made a Capital contribution to the LLC, as set forth in Schedule A, then the LLC shall keep ongoing records of the amount each has contributed.

**4.2 Additional Contributions.**

Except as provided in Article VI, no Member shall be obligated to make any additional contribution to the Company's capital.

**ARTICLE V**

**Profits, Losses and Distributions**

**5.1 Profits/Losses.**

For financial accounting and tax purposes the Company's net profits or net losses shall be determined on an annual basis and shall be allocated to the members in proportion to each Member's relative capital interest in the Company, and as amended from time to time in accordance with Treasury Regulation 1.704-1, or any applicable successor regulation, as from time to time amended.

**5.2 Distributions.**

The Members/Managers shall determine and distribute available funds annually or at more frequent intervals as they see fit. Available funds, as referred to herein, shall mean the net cash of the Company available after appropriate provision for expenses and liabilities, as determined by the Members/Managers. Distributions is liquidation of the Company or in liquidation of a Member's interest shall be made in accordance with the positive capital account balances pursuant to Treasury Regulation 1.704-1(b)(2)(ii)(b)(2), or any applicable successor regulation, as from time to time amended. To the extent a Member shall have a negative capital account balance, there shall be a qualified income offset, as set forth in Treasury Regulation 1.704-1(b)(2)(ii)(d), or any applicable successor regulation, as from time to time amended.

**ARTICLE VI**

**Additional Capital**

**6.1 Funding Capital Requirements.**

- (a) In the event that the LLC requires additional funds to carry out its purpose, to conduct its business, or to meet its obligations, the LLC may borrow funds from such lenders, including the Managers and Members, and on such terms and conditions as are approved by the Managers.
- (b) No Member or Manager shall have any obligation to give notice of an Existing or potential default of any obligation of the LLC to any of the Members or the Managers, nor shall any Member or Manager be obligated to make any Capital Contributions or loans to the LLC, or otherwise supply or make available any funds to the LLC, even if the failure to do so would result in a default of any of the LLC's obligations or the loss or termination of all or any part of the LLC's assets or business.

**6.2 Third-Party Liabilities**

The provisions contained herein are not intended to be for the benefit of any creditor or other person (other than a Member in his capacity as a Member) to whom any debts, liabilities or obligations are owed by (or who otherwise has any claim against) the LLC or any of the Members. Notwithstanding anything contained in this Agreement, including specifically, but without limitations, this Article 6.2, no such creditor or other person shall obtain any rights under this Agreement shall, by reason of this Agreement, make any claim in respect of any debt, liability or obligation (or otherwise) against the LLC or any Member.

**ARTICLE VII  
Compensation**

**7.1 Management Fee.**

Any Member rendering management services to the Company shall be entitle to compensation commensurate with the value of such services, if and only if all Members unanimously agree.

**7.2 Reimbursement.**

The Company shall reimburse any Member or Manager (if not one and the same) for all direct out-of-pocket expenses incurred in managing the Company, if unanimously agreed upon by all Members.

**ARTICLE VIII  
Bookkeeping**

**8.1 Books.**

The Members/Managers shall maintain complete and accurate books of account of the Company's affairs at the Company's principal place of business or at another location mutually agreeable to them. Such books shall be kept on such method of accounting as the Members/Managers shall select. The Company's accounting period shall be the calendar year.

## **8.2 Member's Accounts.**

The Members/Managers shall maintain separate capital and distribution accounts for each Member. Each Member's capital account shall be determined and maintained in the manner set for in Treasury Regulation 1.704-1(b)(2)(iv), or any applicable successor regulation, as from time to time amended, and shall consist of that Member's initial capital contribution, increased by:

- (a) Any additional capital contribution made by the Member;
- (b) Credit balances transferred from the Member's distribution account to his/her capital Capital account;

and decreased by:

- (a) Distributions to the Member in reduction of Company capital; and
- (b) The Member's share of Company losses if charged to his/her capital account.

## **8.3 Reports.**

The Member/Managers shall close the books of account after the close of each calendar year, and shall prepare and send to each Member a statement of each Member's distributive share of income and expenses for income-tax reporting purposes.

# **ARTICLE IX**

## **Transfers**

### **9.1 Sale.**

If at any time a Member proposes to sell, assign or otherwise dispose of all or any part of its interest in the Company, that Member shall comply with the following procedures:

- (a) First make a written offer to sell such interest to other Member(s) at a price Determined in writing. At this point, an exiting Member may not make this intention publicly known. If such other Members decline or fail to elect such interest within sixty (60) days, the exiting Member may advertise its Membership interest for sale as he/she sees fit.
- (b) If a Member has a buyer of the Member's interest, the other current Member(s) have a right of first refusal to purchase the exiting Member's interest for an agreed-upon purchase price. If there is more than one current remaining Member, remaining Members may combine funds to purchase the exiting Member's interest. The exiting Member must show that the potential purchaser has fully certified funds, or the ability to get fully certified funds before the right-of-first-refusal period starts. Current Members have sixty (60) days to buy the exiting Member's interest if they so desire.
- (c) Pursuant to applicable law, current Members must **unanimously approve** the

sale of the exiting Member's interest to grant full Membership benefits and functionality to the new Members. The current remaining Members must unanimously approve the sale, or the purchaser will have no right to participate in the management of the business, affairs of the Company, or exercise Member voting rights. The purchaser shall only be entitled to receive the share of the profits or other compensation by way of income and the return of contributions to which that Member would otherwise be entitled. The exiting Member must disclose to a buyer if the current Members will not approve the sale.

## 9.2 Assignments

A Member, at any time and from time to time, may transfer or assign all or any portion of that Member's interest to a trust for the benefit of that Member, or to a family member, with "family" defined as lineal ancestors or descendants by birth or adoption, siblings, nieces/nephews, or cousins of the first or second degree, or to a trust or other fiduciary arrangement for the exclusive benefit of any of the foregoing individuals. The Transferee shall be entitled to receive, to the extent transferred, only the distributions to which the Transferor would be entitled, and the Transferee shall not be admitted as a Member without the unanimous consent of the other Member or Members, or a consenting majority of the other Members, if there are more than two (2) other Members.

## 9.3 Valuation of Exiting Member's Interest

If a Member wants to exit the LLC, and does not have an approved buyer or approved assignee, as defined in Article 9.2 above, for his/her Membership interest, the exiting Member will assign his/her interest to the other current Member(s) according to the following procedures:

- (a) A value must be placed upon this Membership interest before assigned.
- (b) If the exiting Member and current Member(s) do not agree on the value of this Membership interest, the exiting Member must pay for a certified appraiser to appraise the LLC company value, and the exiting Member's value will be assigned a value according to the exiting Member's interest percentage.
- (c) A majority of the current Member(s) must approve the certified appraiser used by the exiting Member. Current Member(s) have thirty (30) days to approve the exiting Member's choice of certified appraiser. If current Member(s) disapprove the certified appraiser, they must show evidence to support their disapproval of the certified appraiser as a vendor qualified to make the LLC business appraisal. Current Member(s) may not stall the process by disapproving all certified appraisers.
- (d) Upon completion of a certified appraisal, a value will be placed on exiting Member's interest according to the exiting Member's percentage of Membership interest.
- (e) If a majority of the current Member(s) disagree with the value placed on the exiting Member's interest, the current Members must pay for a certified appraiser to value the LLC and the exiting Member's interest according to the same terms.



- (f) Any independent appraisal by current Members must be completed within sixty (60) days following the delivery of the certified appraisal with which they disagree, or the right of the current Member(s) to dispute the value of the exiting Member's interest expires.
- (g) Upon completion of current Members' certified appraisal, the exiting Member must approve the value placed on the exiting Member's interest. The exiting Member has thirty (30) days to approve the value.
- (h) If the exiting Member does not approve the current Members' appraised value, the value of the LLC will be determined by adding both parties' appraised values, then dividing that value in half, then creating the value of the exiting Member's interest according to the exiting Member's percentage of Membership interest.

9.4 Distribution of Exiting Member's Interest.

Upon determination of an existing Member's interest value under article 9.3 above, absent a sale or assignment as per the terms of Articles 9.1 and 9.2, the determined value will be a debt of the LLC. The exiting Member will only be able to demand payment of this debt at dissolution of the LLC, however, or by the following methods and procedures:

- (a) LLC will make timely payments.
- (b) LLC will only be required to make payments towards the exiting Member's debt if the LLC is profitable and has passed income to current Members.
- (c) LLC must make a debt payment to the exiting Member if LLC passed income of 50% of the total determined value of the exiting Member's interest in one Taxable year.
- (d) Debt payment must be at least 10% of the value of the passed income to current LLC Members.
- (e) LLC must make payment to the exiting Member within sixty (60) days of the end of the taxable year for the LLC.
- (f) Payment schedule will continue until exiting Member's debt is paid by LLC.
- (g) If LLC dissolves, exiting Member will be a regular debtor, and payment will follow statutory requirements pertaining to LLC dissolution and payment of debt obligations.
- (h) The exiting Member's value of Membership interest assigned for payment to current Member(s) may NOT accrue interest.
- (i) The LLC is authorized to pay off the amount owed to the exiting Member at any time if the LLC so deems.

**ARTICLE X**  
**Dissolution and Termination**

**10.1 Dissolution.**

The Company shall be dissolved and its affairs wound up with the written consent of all the Members.

**10.2 Events Causing Dissolution.**

The LLC shall be dissolved and its affairs wound up upon:

- (a) The sale or other disposition of all or substantially all of the assets of the LLC, unless the disposition is a transfer of assets of the LLC in return for consideration other than cash and, by approval of the Member-Managers, a determination is made not to distribute any such non-cash items to the Members;
- (b) A transfer or other withdrawal of a Member who is also a Manager, as to all of such Member's interest as a Member, if there is no election to continue the LLC;
- (c) The unanimous election to dissolve the LLC made in writing by the Members, or, election of the Manager with the consent of the Members;
- (d) Any consolidation or merger of the LLC with or into any entity in which this LLC is not the resulting or surviving entity; or
- (e) Upon the occurrence of an event specified under the laws of the Commonwealth of Massachusetts as an event effecting dissolution, except that where, under the terms of this Agreement, the LLC is not to terminate, then the LLC shall immediately be reconstituted and reformed under all the applicable terms, conditions, and provisions of this Agreement. The LLC shall not be dissolved upon the death, insanity, retirement, resignation, expulsion, bankruptcy, dissolution or occurrence of any other event that terminates the Membership of a Member, except as provided in paragraph 10.2(b) above.

**ARTICLE XI**  
**Miscellaneous**

**11.1 Amendments.**

This Agreement may be amended or modified from time to time, in writing, by a majority of interest-holding Members.

**11.2 Entire Agreement.**

This Agreement represents the entire agreement of the Members as to the affairs of the Company and the conduct of its business.

**11.3 Applicability of the Massachusetts Limited Liability Company Act.**

Except as otherwise expressly provided in this Agreement, all provisions of the Act as now in effect and as amended from time to time shall apply to this Agreement as if fully incorporated herein.

11.4 Governing Law.

This Agreement shall be governed exclusively by the laws of the Commonwealth of Massachusetts.

11.5 Captions.

Captions in this Agreement are for convenience only and shall be deemed irrelevant in construing its provisions.


IN WITNESS WHEREOF, the undersigned have executed this Agreement under seal as of the date first above written.

**CERTIFICATION OF MEMBERS**


The undersigned hereby agree, acknowledge and certify to adopt this Operating Agreement.

Signed as of the 21st day of August 2025

Member: 33.33 Percent

DocuSigned by:  
*Angelo Perrina*  
Signature: FS47C655C4D41E  
ANGELO PERRINA  


Member: 33.33 Percent

DocuSigned by:  
*Lucio Perrina*  
Signature: D0E67C657DCD497  
LUCIO PERRINA JR.  


Member: 33.33 Percent

DocuSigned by:  
*Valentino Perrina*  
Signature: 3AA24C45E13743C  
VALENTINO PERRINA  




JEAN M. LORIZIO, ESQ.  
CHAIRMAN

Commonwealth of Massachusetts  
Alcoholic Beverages Control Commission  
95 Fourth Street, Suite 3  
Chelsea, MA 02150

**CORI REQUEST FORM**

The Alcoholic Beverages Control Commission ("ABCC") has been certified by the Criminal History Systems Board to access conviction and pending Criminal Offender Record Information ("CORI"). For the purpose of approving each shareholder, owner, licensee or applicant for an alcoholic beverages license, I understand that a criminal record check will be conducted on me, pursuant to the above. The information below is correct to the best of my knowledge.

**ABCC LICENSE INFORMATION**

ABCC NUMBER: <small>IF EXISTING LICENSEE</small>		LICENSEE NAME: Reading Forno LLC	CITY/TOWN: Reading
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**APPLICANT INFORMATION**

LAST NAME: Perrina	FIRST NAME: Valentino	MIDDLE NAME:
MAIDEN NAME OR ALIAS (IF APPLICABLE):	PLACE OF BIRTH: Boston, MA	
DATE OF BIRTH:	SSN:	ID THEFT INDEX PIN (IF APPLICABLE):
MOTHER'S MAIDEN NAME:	DRIVER'S LICENSE #:	STATE LIC. ISSUED:
GENDER: MALE	HEIGHT: 5 11	WEIGHT: 205 EYE COLOR: Brown
CURRENT ADDRESS:		
CITY/TOWN:	STATE:	ZIP:
FORMER ADDRESS:		
CITY/TOWN:	STATE:	ZIP:

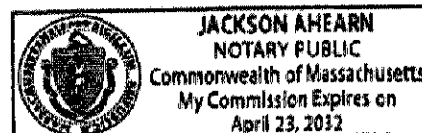
**PRINT AND SIGN**

PRINTED NAME: Valentino Perrina	APPLICANT/EMPLOYEE SIGNATURE:
---------------------------------	-------------------------------

**NOTARY INFORMATION**

On this 11<sup>TH</sup> OF SEPTEMBER 2023 before me, the undersigned notary public, personally appeared Valentino Perrina  
(name of document signer), proved to me through satisfactory evidence of identification, which were Driver's License  
to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose.

[Signature]  
NOTARY



**DIVISION USE ONLY**

REQUESTED BY:	
SIGNATURE OF CORI-AUTHORIZED EMPLOYEE	

The DCJ's Identity Theft Index PIN Number is to be completed by those applicants that have been issued an Identity Theft PIN Number by the DCJ. Certified agencies are required to provide all applicants the opportunity to include this information to ensure the accuracy of the CORI request process. All CORI request forms that include this field are required to be submitted to the DCJ via mail or by fax to (617) 660-6614.



JEAN M. LORIZIO, ESQ.  
CHAIRMAN

Commonwealth of Massachusetts  
Alcoholic Beverages Control Commission  
95 Fourth Street, Suite 3  
Chelsea, MA 02150

**CORI REQUEST FORM**

The Alcoholic Beverages Control Commission ("ABCC") has been certified by the Criminal History Systems Board to access conviction and pending Criminal Offender Record Information ("CORI"). For the purpose of approving each shareholder, owner, licensee or applicant for an alcoholic beverages license, I understand that a criminal record check will be conducted on me, pursuant to the above. The information below is correct to the best of my knowledge.

**ABCC LICENSE INFORMATION**

ABCC NUMBER: <small>(IF EXISTING LICENSEE)</small>		LICENSEE NAME:	Reading Forno LLC	CITY/TOWN:	Reading
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**APPLICANT INFORMATION**

LAST NAME:	Perrina	FIRST NAME:	Angelo	MIDDLE NAME:	
MAIDEN NAME OR ALIAS (IF APPLICABLE):		PLACE OF BIRTH:	Boston, MA		
DATE OF BIRTH:		SSN:		ID THEFT INDEX PIN (IF APPLICABLE):	
MOTHER'S MAIDEN NAME:		DRIVER'S LICENSE #:		STATE LIC. ISSUED:	
GENDER:	MALE	HEIGHT:	5	1	WEIGHT: 275 EYE COLOR: Blue
CURRENT ADDRESS:					
CITY/TOWN:		STATE:		ZIP:	
FORMER ADDRESS:					
CITY/TOWN:		STATE:		ZIP:	

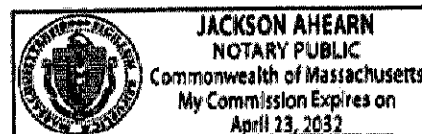
**PRINT AND SIGN**

PRINTED NAME:	Angelo Perrina	APPLICANT/EMPLOYEE SIGNATURE:	
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**NOTARY INFORMATION**

On this 11TH of SEPTEMBER 2023 before me, the undersigned notary public, personally appeared Angelo Perrina  
(name of document signer), proved to me through satisfactory evidence of identification, which were Driver's License  
to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose.

J. Ahearn  
NOTARY



**DIVISION USE ONLY**

REQUESTED BY:	
SIGNATURE OF CORI AUTHORIZED EMPLOYEE	

The DCI Identity Theft Index PIN Number is to be completed by those applicants that have been issued an Identity Theft PIN Number by the DCI. Certified agencies are required to provide all applicants the opportunity to include this information to ensure the accuracy of the CORI request process. ALL CORI request forms that include this field are required to be submitted to the DCI via mail or by fax to (617) 800-6524.



JEAN M. LORIZIO, ESQ.  
CHAIRMAN

Commonwealth of Massachusetts  
Alcoholic Beverages Control Commission  
95 Fourth Street, Suite 3  
Chelsea, MA 02150

**CORI REQUEST FORM**

The Alcoholic Beverages Control Commission ("ABCC") has been certified by the Criminal History Systems Board to access conviction and pending Criminal Offender Record Information ("CORI"). For the purpose of approving each shareholder, owner, licensee or applicant for an alcoholic beverages license, I understand that a criminal record check will be conducted on me, pursuant to the above. The information below is correct to the best of my knowledge.

**ABCC LICENSE INFORMATION**

ABCC NUMBER: <small>(IF EXISTING/LICENSED)</small>		LICENSEE NAME: Reading Forno LLC	CITY/TOWN: Reading
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**APPLICANT INFORMATION**

LAST NAME: Perrina	FIRST NAME: Lucio	MIDDLE NAME:
MAIDEN NAME OR ALIAS (IF APPLICABLE):	PLACE OF BIRTH: Boston, MA	
DATE OF BIRTH:	SSN:	ID THEFT INDEX PIN (IF APPLICABLE):
MOTHER'S MAIDEN NAME:	DRIVER'S LICENSE #:	STATE LIC. ISSUED:
GENDER: MALE	HEIGHT: 5 11	WEIGHT: 190 EYE COLOR: Brown
CURRENT ADDRESS:		
CITY/TOWN:	STATE:	ZIP:
FORMER ADDRESS:		
CITY/TOWN:	STATE:	ZIP:

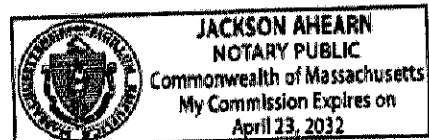
**PRINT AND SIGN**

PRINTED NAME: Lucio Perrina	APPLICANT/EMPLOYEE SIGNATURE:
-----------------------------	-------------------------------

**NOTARY INFORMATION**

On this 11<sup>th</sup> Day of September 2015, before me, the undersigned notary public, personally appeared Lucio Perrina  
(name of document signer), proved to me through satisfactory evidence of identification, which were Driver's License  
to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose.

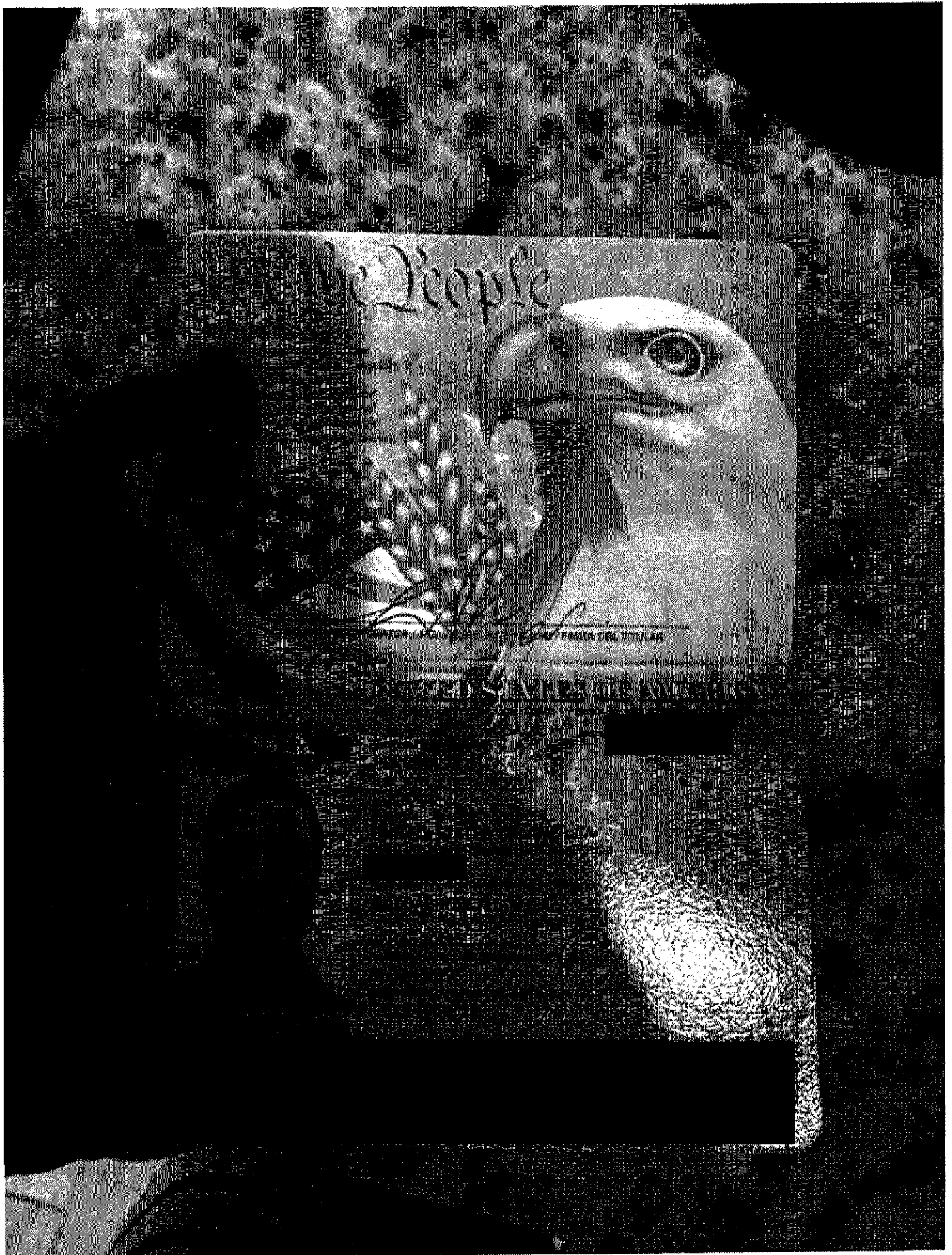
[Signature]  
NOTARY



**DIVISION USE ONLY**

REQUESTED BY:	
SIGNATURE OF CORI-AUTHORIZED EMPLOYEE	

The DCA Identity Theft Index Pin Number is to be completed by those applicants that have been issued an Identity Theft Pin Number by the DCA. Certified agencies are required to provide all applicants the opportunity to include this information to ensure the accuracy of the CORI request process. All CORI request forms that include this field are required to be submitted to the DCA via mail or by fax to (617) 540-6614.



# Morgan Stanley

STATEMENT PACKAGE FOR:  
MSL FBO FRATELLI LLC C/O V,  
A PERRINA & L PERRINA

Beginning Total Value (as of 7/1/25)	\$3,184,124.19
Ending Total Value (as of 7/31/25)	\$3,679,216.16
<i>Includes Accrued Interest</i>	
<i>Excludes Bank Loan Balances (See detail on Overview page)</i>	

**Your Financial Advisor Team**  
Greenwich Soundview Group

**Your Financial Advisor**  
Alexander Louis Pallos  
Senior Vice President  
Alexander.Pallos@morganstanley.com  
+1 203 625-4826

**Your Branch**  
ONE FAWCETT PLACE, 3RD FLOOR  
GREENWICH, CT 06830  
Telephone: 203-661-3330; Alt. Phone: 800-243-5977; Fax: 203-661-4280

#BWNUGWM

MSL FBO FRATELLI LLC C/O V,  
A PERRINA & L PERRINA

**Client Service Center** (24 Hours a Day; 7 Days a Week): 800-869-3326  
**Access Your Accounts Online:** [www.morganstanley.com/online](http://www.morganstanley.com/online)

INVESTMENTS AND INSURANCE PRODUCTS: NOT FDIC INSURED • NOT A BANK DEPOSIT •  
NOT INSURED BY ANY FEDERAL GOVERNMENT AGENCY • NOT BANK GUARANTEED •  
MAY LOSE VALUE • UNLESS SPECIFICALLY NOTED, ALL VALUES ARE DISPLAYED IN USD



## Standard Disclosures

The following Disclosures are applicable to the enclosed statement(s). Expanded Disclosures are attached to your most recent June and December statement (or your first Statement if you have not received a statement for those months). The Expanded Disclosures are also available online or by contacting us by using the contact information on the statement cover page.

### Questions?

Questions regarding your account may be directed to us by using the contact information on the statement cover page.

### Errors and Inquiries

Be sure to review your statement promptly, and immediately address any concerns regarding entries that you do not understand or believe were made in error by contacting us by using the contact information on your statement cover page. Oral communications regarding any inaccuracy or discrepancy in this statement should be re-confirmed in writing to further protect your rights, including rights under the Securities Investor Protection Act (SIPPA). Your statement will be deemed correct unless we receive a written inquiry of a suspected error. See your account documentation for special rules regarding your rights and responsibilities with respect to erroneous electronic fund transfers, including a description of the transfers covered. For concerns or complaints, contact us.

### Senior Investor Helpline

Senior Investor clients or those acting on their behalf have a convenient way to communicate with our Firm by calling us at (800) 280-4534 Monday-Friday 9am-7pm Eastern Time.

### Availability of Free Credit Balances and Financial Statements

Under the customer protection rules of the SEC (17 CFR §240.15c3-3), we may use funds comprising free credit balances carried for customer accounts here, provided that these funds are payable to customers on demand (i.e., are free of a lien or right of set-off in our favor or on behalf of some third party to whom you have given control). A financial statement of this organization is available for your personal inspection at its offices, or a copy will be mailed to you upon your written request.

### Listed Options

Information with respect to commissions and other charges related to the execution of options transactions has been included in confirmations of such transactions previously furnished to you and such information will be made available to you promptly at your request. Promptly advise us of any material change in your investment objectives or financial situation.

**Important Information If You are a Margin Customer:** not available for certain retirement accounts)

If you have margin privileges, you may borrow money from us in

exchange for pledging assets in your accounts as collateral for any outstanding margin loan. The amount you may borrow is based on the value of the eligible securities in your margin accounts. If a security has eligible shares, the number of shares pledged as collateral will be indicated below the position.

### Margin Interest Charges

We calculate interest charges on margin loans as follows: (1) multiply the applicable margin interest rate by the daily close of business net settled debit balance, and (2) divide by 360 (days). Margin interest accrues daily throughout the month and is added to your debit balance at month-end. The month-end interest charge is the sum of the daily accrued interest calculations for the month. We add the accrued interest to your debit balance and start a new calculation each time the applicable interest rate changes and at the close of every statement month. For interest rate information, log into your account online and select your account with a Margin agreement to view more information.

### Information Regarding Special Memorandum Account

If you have a Margin Account, this is a combined statement of your Margin Account and Special Memorandum Account maintained for you under Section 220.5 of Regulation T issued by the Board of Governors of the Federal Reserve System. The permanent record of the Special Memorandum Account as required by Regulation T is available for your inspection at your request.

### Important Information About Auction Rate Securities

For certain Auction Rate Securities there is no or limited liquidity. Therefore, the price(s) for these Auction Rate Securities are indicated by N/A (not available). There can be no assurance that a successful auction will occur or that a secondary market exists or will develop for a particular security.

### Structured Investments Risks and Considerations

Structured Investments (Structured Products) are complex products and may be subject to special risks. Investors should consider the concentration risk of owning the related security and their total exposure to any underlying asset. Structured Investments, which may appear in various statement product categories and are identified on the Position Description Details line as "Asset Class: Struct Inv," may not perform in a manner consistent with the statement product category where they appear and therefore may not satisfy portfolio asset allocation needs for that category. For information on the risks and conflicts of interest related to Structured Investments generally, log in to Morgan Stanley Online and go to

<https://msc.morganstanley.com/publiccontent/pdf/SLCOL.pdf>

### Security Measures

This statement features several embedded security elements to safeguard its authenticity. One is a unique blue security rectangle,

printed in heat-sensitive ink on the back of every page. When exposed to warmth, the color will disappear, and then reappear.

### SIPC Protection

We are a member of Securities Investor Protection Corporation (SIPC), which protects securities of its customers up to \$500,000 (including \$250,000 for claims for cash). An explanatory brochure is available upon request or at [www.sipc.org](http://www.sipc.org). Losses due to market fluctuation are not protected by SIPC and assets not held with us may not be covered by SIPC protection. To obtain information about SIPC, including an explanatory SIPC brochure, contact SIPC at 1-202-371-8300 or visit [www.sipc.org](http://www.sipc.org).

### Transaction Dates and Conditions

Upon written request, we will furnish the date and time of a transaction and the name of the other party to a transaction. We and/or our affiliates may accept benefits that constitute payment for order flow. Details regarding these benefits and the source and amount of any other remuneration received or to be received by us in connection with any transaction will be furnished upon written request.

### Equity Research Ratings Definitions and Global Investment Manager Analysis Status

Some equity securities may have research ratings from Morgan Stanley & Co. LLC or Morningstar, Inc. Research ratings are the research providers' opinions and not representations or guarantees of performance. For more information about each research provider's rating system, see the Research Ratings on your most recent June or December statement (or your first statement if you have not received a statement for those months), go online or refer to the research providers' research report. Research reports contain more complete information concerning the analyst's views and you should read the entire research report and not infer its contents from the rating alone. If your account contains an advisory component or is an advisory account, a GIMA status will apply. Credit Ratings from Moody's Investors Service and Standard & Poor's may be shown for certain securities. All credit ratings represent the opinions of the provider and are not representations or guarantees of performance. Please contact us if you need further information or assistance in interpreting these credit ratings.

Revised 2/4/2025

# Morgan Stanley

## Consolidated Summary

### OVERVIEW OF YOUR ACCOUNTS (includes accrued interest)

Although only whole dollar amounts are displayed below, both dollars and cents are used to calculate all totals. Manually summing the individual line items may not equal the actual total displayed. Refer to Account Statements for details. Excludes Bank Loan Balances (including Liquidity Access Lines, Tailored Lending Loans and Mortgage Balances).

Account Number	Beginning Value (7/1/25)	Funds Credited/(Debited)	Security/Currency Transfers Rev'd/(Div'd)	Change in Value	Ending Value (7/31/25)	Income/Dist This Period/TTD	YTD Realized Gain/(Loss) (Total ST/LT)	Unrealized Gain/(Loss) (Total ST/LT)	Page
<b>TOTAL FOR ALL ACCOUNTS</b>	<b>\$3,184,124</b>	<b>\$428,677</b>	<b>—</b>	<b>\$86,414</b>	<b>\$3,679,216</b>	<b>\$8,152</b>	<b>\$(31,851)</b>	<b>\$224,857</b>	
						<b>\$56,685</b>	<b>—</b>	<b>\$114,048</b>	
<b>Business Accounts</b>									
MSI FBO FRAITELLI LLC C/O V. A PERRINA & L PERRINA	2,491,199	321,560	—	50,292	2,863,051	7,643	—	90,851	7
						53,066	—	114,048	edel
MSI FBO FRAITELLI LLC C/O VALENTINO PERRINA, ANGELO PERRINA, Parametric Custom Care SGP500	692,925	107,117	—	16,121	816,164	508	(31,851) >	134,005 >	15
						3,618	—	—	edel
<b>Total Business Accounts</b>	<b>\$3,184,124</b>	<b>\$428,677</b>	<b>—</b>	<b>\$86,414</b>	<b>\$3,679,216</b>	<b>\$8,152</b>	<b>\$(31,851)</b>	<b>\$224,857</b>	
						<b>\$56,685</b>	<b>—</b>	<b>\$114,048</b>	

Liquidity Access Line Accounts (These accounts are not included in the Consolidated Summary balances.)

- See Account Summary and/or Account Detail -

FRAITELLI LLC C/O VALENTINO PERRINA, ANGELO PERRINA & LUCIO PERRINA	MSIPBNA Loan								93
									edel

This summary may include assets held in either brokerage and/or advisory accounts. Visit <https://www.morganstanley.com/wealth-relationships/pdfs/understandingyourrelationship.pdf> to understand the differences between brokerage and advisory accounts. Refer to Individual Account Gain/(Loss) Summary and Expanded Disclosures for additional information. Accounts with no balances, holdings or activity year-to-date are not displayed on this page. eDel: This account is enrolled in eDelivery. >: Wash sale rules apply to some portion of this total.

## Consolidated Summary

### CHANGE IN VALUE OF YOUR ACCOUNTS (includes accrued interest)

	This Period (7/1/25-7/31/25)	This Year (1/1/25-7/31/25)
<b>TOTAL BEGINNING VALUE</b>	<b>\$3,184,124.19</b>	<b>\$2,840,198.55</b>
Credits	583,000.00	1,737,912.78
Debits	(154,322.33)	(1,124,032.60)
Security Transfers	—	—
<b>Net Credits/Debits/Transfers</b>	<b>\$428,677.67</b>	<b>\$613,880.18</b>
<b>Change in Value</b>	<b>66,414.37</b>	<b>225,137.43</b>
<b>TOTAL ENDING VALUE</b>	<b>\$3,679,216.16</b>	<b>\$3,679,216.16</b>

Net Credits / Debits include investment advisory fees as applicable. See Activity section for details.

### ASSET ALLOCATION (includes accrued interest)

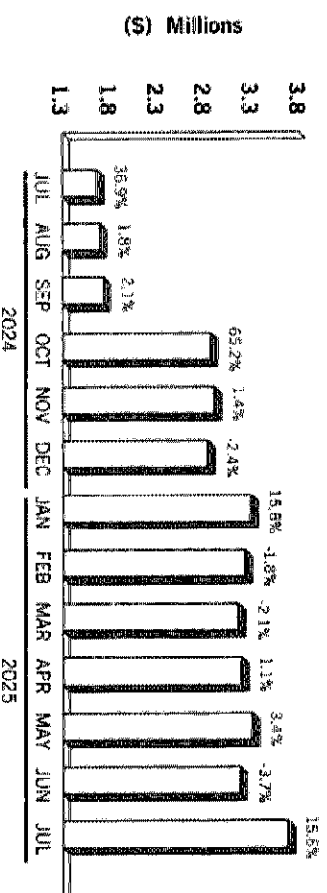
	Market Value	Percentage
Cash	\$2,242,089.21	60.94
Equities	1,084,490.73	29.48
Alternatives	352,636.22	9.58
<b>TOTAL VALUE</b>	<b>\$3,679,216.16</b>	<b>100.00%</b>

FDIC rules apply and Bank Deposits are eligible for FDIC insurance but are not covered by SIPC. Cash and securities (including MMFs) are eligible for SIPC coverage. See Expanded Disclosures. Values may include assets externally held, as a courtesy, and may not be covered by SIPC. Foreign Exchange (FX) is neither FDIC nor SIPC insured. For additional information, refer to the corresponding section of this statement.

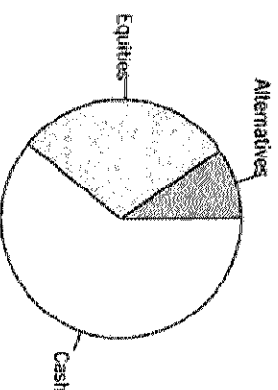
## Morgan Stanley

### MARKET VALUE OVER TIME

The below chart displays the most recent thirteen months of Market Value.



The percentages above represent the change in dollar value from the prior period. They do not represent account investment performance, as they do not consider the impact of contributions and withdrawals, nor other factors that may have affected performance calculations. No percentage will be displayed when the previous month reflected no value.



This asset allocation represents holdings on a trade date basis, and projected settled Cash/BDP and MMF balances. These classifications do not constitute a recommendation and may differ from the classification of instruments for regulatory or tax purposes.

## Consolidated Summary

### BALANCE SHEET (includes accrued interest)

	Last Period (as of 6/30/25)	This Period (as of 7/31/25)
Cash, BDP, MMFs	\$21,117.14	\$23,466.68
Stocks	824,757.64	949,531.07
ETFs & CEFs	446,850.30	487,595.88
Mutual Funds	1,891,399.11	2,227,154.53
Net Unsettled Purchases/Sales	—	(8,532.00)
<b>Total Assets</b>	<b>\$3,184,124.19</b>	<b>\$3,679,216.16</b>
<b>Total Liabilities (outstanding balance)</b>	<b>—</b>	<b>—</b>
<b>TOTAL VALUE</b>	<b>\$3,184,124.19</b>	<b>\$3,679,216.16</b>

Total liabilities excludes Bank Loan Balances (including Liquidity Access Lines, Tailored Lending Loans and Mortgage Balances).

### CASH FLOW

	This Period (7/1/25-7/31/25)	This Year (1/1/25-7/31/25)
<b>OPENING CASH, BDP, MMFs</b>	<b>\$21,117.14</b>	<b>\$9,812.46</b>
Purchases	(730,675.38)	(2,066,450.94)
Sales and Redemptions	287,663.15	1,401,007.47
Net Unsettled Purch/Sales	8,532.00	8,532.00
Income and Distributions	8,152.10	56,685.51
<b>Total Investment Related Activity</b>	<b>\$(426,328.13)</b>	<b>\$(600,225.96)</b>
Electronic Transfers-Credits	583,000.00	1,737,912.78
Electronic Transfers-Debits	(153,439.56)	(1,119,720.39)
Other Debits	(882.77)	(4,312.21)
<b>Total Cash Related Activity</b>	<b>\$428,677.67</b>	<b>\$613,880.18</b>
<b>Total Card/Check Activity</b>	<b>—</b>	<b>—</b>
<b>CLOSING CASH, BDP, MMFs</b>	<b>\$23,466.68</b>	<b>\$23,466.68</b>

CONSOLIDATED SUMMARY	PERSONAL ACCOUNTS	RETIREMENT ACCOUNTS	EDUCATION ACCOUNTS	TRUST ACCOUNTS	BUSINESS ACCOUNTS	LIQUIDITY ACCESS LINE ACCOUNTS
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Account Summary

Active Assets Account  
MSL FBO FRATELLI LLC CO V,  
A PERRINA & L PERRINA

CHANGE IN VALUE OF YOUR ACCOUNT (includes accrued interest)

	This Period (7/1/25-7/31/25)	This Year (1/1/25-7/31/25)
TOTAL BEGINNING VALUE	\$2,491,199.04	\$2,530,139.77
Credits	475,000.00	1,300,000.00
Debits	(153,439.56)	(1,119,720.39)
Security Transfers	—	—
Net Credits/Debits/Transfers	\$321,560.44	\$180,279.61
Change in Value	50,292.36	152,632.46
TOTAL ENDING VALUE	\$2,863,051.84	\$2,863,051.84

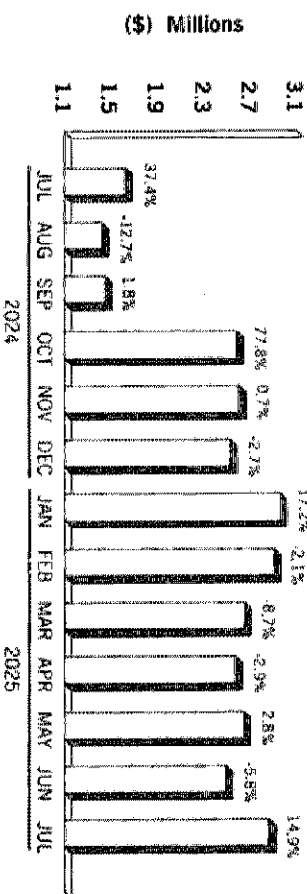
ASSET ALLOCATION (includes accrued interest)

	Market Value	Percentage
Cash	\$2,237,857.33	78.16
Equities	293,090.31	10.24
Alternatives	332,104.20	11.60
TOTAL VALUE	\$2,863,051.84	100.00%

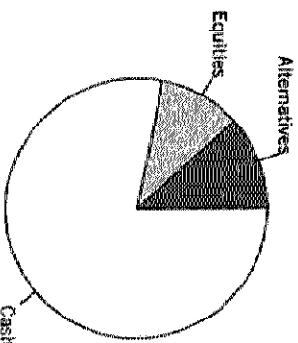
FDIC rules apply and Bank Deposits are eligible for FDIC insurance but are not covered by SIPC. Cash and securities (including MMFs) are eligible for SIPC coverage. See Expanded Disclosures. Values may include assets externally held, as a courtesy, and may not be covered by SIPC. Foreign Exchange (FX) is neither FDIC nor SIPC insured. For additional information, refer to the corresponding section of this statement.

MARKET VALUE OVER TIME

The below chart displays the most recent thirteen months of Market Value.



The percentages above represent the change in dollar value from the prior period. They do not represent account investment performance, as they do not consider the impact of contributions and withdrawals, nor other factors that may have affected performance calculations. No percentage will be displayed when the previous month reflected no value.



This asset allocation represents holdings on a trade date basis, and projected settled Cash/BDP and MMF balances. These classifications do not constitute a recommendation and may differ from the classification of instruments for regulatory or tax purposes.

## Account Summary

Active Assets Account

MSL FBO FRATELLI LLC C/O V.  
A. PERRINA & L. PERRINA

### BALANCE SHEET (includes accrued interest)

	Last Period (as of 6/30/25)	This Period (as of 7/31/25)
Cash, BDP, MMFs	\$17,254.42	\$10,702.80
Stocks	135,695.21	137,598.63
ETFs & CEFs	446,850.30	487,595.88
Mutual Funds	1,891,399.11	2,227,154.53
<b>Total Assets</b>	<b>\$2,491,199.04</b>	<b>\$2,863,051.84</b>
Total Liabilities (outstanding balance)	—	—
<b>TOTAL VALUE</b>	<b>\$2,491,199.04</b>	<b>\$2,863,051.84</b>

### INCOME AND DISTRIBUTION SUMMARY

	This Period (7/1/25-7/31/25)	This Year (1/1/25-7/31/25)
Qualified Dividends	—	\$104.60
Other Dividends	7,643.28	52,961.18
Interest	0.08	1.00
<b>Income And Distributions</b>	<b>\$7,643.36</b>	<b>\$53,066.78</b>
Tax-Exempt Income	—	—
<b>TOTAL INCOME AND DISTRIBUTIONS</b>	<b>\$7,643.36</b>	<b>\$53,066.78</b>

Taxable and tax exempt income classifications are based on the characteristics of the underlying securities and not the taxable status of the account.

### CASH FLOW

	This Period (7/1/25-7/31/25)	This Year (1/1/25-7/31/25)
<b>OPENING CASH, BDP, MMFs</b>	<b>\$17,254.42</b>	<b>\$7,875.55</b>
Purchases	(585,755.42)	(1,380,519.14)
Sales and Redemptions	250,000.00	1,150,000.00
Income and Distributions	7,643.36	53,066.78
<b>Total Investment Related Activity</b>	<b>\$1328,112.06</b>	<b>\$1177,452.36</b>
Electronic Transfers-Credits	475,000.00	1,300,000.00
Electronic Transfers-Debits	(153,439.56)	(1,119,720.39)
<b>Total Cash Related Activity</b>	<b>\$321,560.44</b>	<b>\$180,279.61</b>
Total Card/Check Activity	—	—
<b>CLOSING CASH, BDP, MMFs</b>	<b>\$10,702.80</b>	<b>\$10,702.80</b>

### GAIN/(LOSS) SUMMARY

	Realized This Period (7/1/25-7/31/25)	Realized This Year (1/1/25-7/31/25)	Unrealized Inception to Date (as of 7/31/25)
Short-Term Gain	—	—	\$93,860.77
Short-Term (Loss)	—	—	(3,008.79)
<b>Total Short-Term</b>	<b>—</b>	<b>—</b>	<b>\$90,851.98</b>
Long-Term Gain	—	—	114,048.75
<b>TOTAL GAIN/(LOSS)</b>	<b>—</b>	<b>—</b>	<b>\$204,900.73</b>

This Summary is for informational purposes only and should not be used for tax preparation. Refer to the Expanded Disclosures or go to [www.morganstanley.com/wealth/disclosures/disclosures.asp](http://www.morganstanley.com/wealth/disclosures/disclosures.asp).

Account Summary

Select UMA Active Assets Account

MSL FBO FRATELLI LLC C/O  
VALENTINO PERRINA, ANGELO PERRINA,

Morgan Stanley

CHANGE IN VALUE OF YOUR ACCOUNT (includes accrued interest)

	This Period (7/1/25-7/31/25)	This Year (1/1/25-7/31/25)
<b>TOTAL BEGINNING VALUE</b>	<b>\$692,925.15</b>	<b>\$310,058.78</b>
Credits	108,000.00	437,912.78
Debits	(882.77)	(4,312.21)
Security Transfers	—	—
<b>Net Credits/Debits/Transfers</b>	<b>\$107,117.23</b>	<b>\$433,600.57</b>
<b>Change in Value</b>	<b>16,121.94</b>	<b>72,504.97</b>
<b>TOTAL ENDING VALUE</b>	<b>\$816,164.32</b>	<b>\$816,164.32</b>

Net Credits / Debits include investment advisory fees as applicable. See Activity section for details.

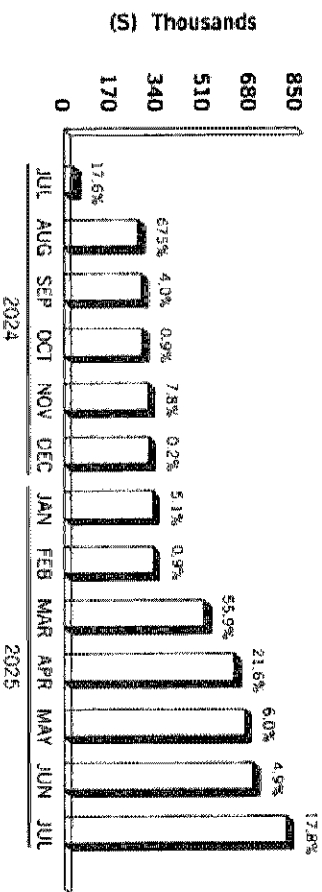
ASSET ALLOCATION (includes accrued interest)

	Market Value	Percentage
Cash	\$4,231.88	0.52
Equities	791,400.42	96.97
Alternatives	20,532.02	2.52
<b>TOTAL VALUE</b>	<b>\$816,164.32</b>	<b>100.00%</b>

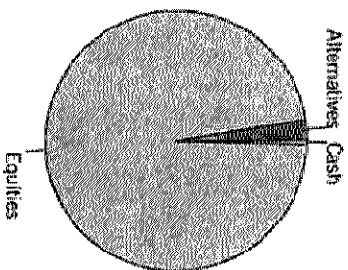
FDIC rules apply and Bank Deposits are eligible for FDIC insurance but are not covered by SIPC. Cash and securities (including MMFs) are eligible for SIPC coverage. See Expanded Disclosures. Values may include assets externally held, as a courtesy, and may not be covered by SIPC. Foreign Exchange (FX) is neither F DIC nor SIPC insured. For additional information, refer to the corresponding section of this statement.

MARKET VALUE OVER TIME

The below chart displays the most recent thirteen months of Market Value.



The percentages above represent the change in dollar value from the prior period. They do not represent account investment performance, as they do not consider the impact of contributions and withdrawals, nor other factors that may have affected performance calculations. No percentage will be displayed when the previous month reflected no value.



This asset allocation represents holdings on a trade date basis, and projected settled Cash/BDP and MMF balances. These classifications do not constitute a recommendation and may differ from the classification of instruments for regulatory or tax purposes.



# Morgan Stanley

## Account Summary

Select UMA Active Assets Account

MSL FBO FRATELLI LLC C/O  
VALENTINO PERRINA, ANGELO PERRINA,

### BALANCE SHEET (includes accrued interest)

	Last Period (as of 6/30/25)	This Period (as of 7/31/25)
Cash, BDP, MMFS	\$3,862.72	\$12,763.88
Stocks	689,062.43	811,932.44
Net Unsettled Purchases/Sales	—	(8,532.00)
<b>Total Assets</b>	<b>\$692,925.15</b>	<b>\$816,164.32</b>
<b>Total Liabilities (outstanding balance)</b>	<b>—</b>	<b>—</b>
<b>TOTAL VALUE</b>	<b>\$692,925.15</b>	<b>\$816,164.32</b>

### CASH FLOW

	This Period (7/1/25-7/31/25)	This Year (1/1/25-7/31/25)
<b>OPENING CASH, BDP, MMFS</b>	<b>\$3,862.72</b>	<b>\$1,936.91</b>
Purchases	(144,919.96)	(685,931.80)
Sales and Redemptions	37,663.15	251,007.47
Net Unsettled Purch/Sales	8,532.00	8,532.00
Income and Distributions	508.74	3,618.73
<b>Total Investment Related Activity</b>	<b>\$(98,216.07)</b>	<b>\$(422,773.60)</b>
Electronic Transfers-Credits	108,000.00	437,912.78
Other Debits	(882.77)	(4,312.21)
<b>Total Cash Related Activity</b>	<b>\$107,117.23</b>	<b>\$433,600.57</b>
<b>Total Card/Check Activity</b>	<b>—</b>	<b>—</b>
<b>CLOSING CASH, BDP, MMFS</b>	<b>\$12,763.88</b>	<b>\$12,763.88</b>

### INCOME AND DISTRIBUTION SUMMARY

	This Period (7/1/25-7/31/25)	This Year (1/1/25-7/31/25)
Qualified Dividends	\$442.61	\$3,363.24
Other Dividends	66.04	222.93
Interest	0.09	25.20
Return of Capital/Principal	—	7.36
<b>Income And Distributions</b>	<b>\$508.74</b>	<b>\$3,618.73</b>
<b>Tax-Exempt Income</b>	<b>—</b>	<b>—</b>
<b>TOTAL INCOME AND DISTRIBUTIONS</b>	<b>\$508.74</b>	<b>\$3,618.73</b>

Taxable and tax exempt income classifications are based on the characteristics of the underlying securities and not the taxable status of the account.

### ADDITIONAL ACCOUNT INFORMATION

Category	This Period (7/1/25-7/31/25)	This Year (1/1/25-7/31/25)
Foreign Tax Paid	\$0.61	\$1.68

### GAIN/(LOSS) SUMMARY

	Realized This Period (7/1/25-7/31/25)	Realized This Year (1/1/25-7/31/25)	Unrealized Inception to Date (as of 7/31/25)
Short-Term Gain	\$109.91	\$383.30	\$140,246.98
Short-Term (Loss)	(4,957.41)	(32,234.96)	(6,241.96)
<b>Total Short-Term</b>	<b>\$(4,847.50)</b>	<b>\$(31,851.66)</b>	<b>\$134,005.02</b>
Disallowed Loss	\$340.86	\$396.21	

This Summary is for informational purposes only and should not be used for tax preparation. Refer to the Expanded Disclosures or go to [www.morganstanley.com/wealth/disclosures/disclosures.asp](http://www.morganstanley.com/wealth/disclosures/disclosures.asp).

<b>Soft Cost</b>	
Soft Cost Budgeted costs	
Architecture	\$25,000
MEP Engineering	\$36,000
Designer	\$25,000
<b>Total soft costs</b>	<b>\$86,000</b>
<b>Construction Costs</b>	
Demo	\$15,000
General Conditions	\$45,000
Fire Alarm	\$20,000
Sprinkler Work	\$15,000
Electrical	\$40,000
Plumbing	\$40,000
HVAC	\$20,000
Framing	\$40,000
Windows	\$18,000
Exterior Paint & Signage	\$35,000
Tile Work & Countertops	\$45,000
Carpentry Finish Work	\$35,000
Light Fixtures	\$35,000
Flooring	\$35,000
Bathrooms	\$20,000
drop ceiling	\$25,000
Patio	\$30,000
Contingency	\$32,000
Furniture	\$100,000
<b>Total Construction Costs</b>	<b>\$645,000</b>
<b>Total Budgeted Costs</b>	<b>\$731,000</b>
<b>Total Investment</b>	<b>\$731,000</b>

<b>Start Up Budget</b>	
Liquor Inventory	30,000
Food Inventory	30,000
Starting Staff (4 weeks)	80,000
Plates & Small Wares	30,000
<b>Total Start Up Cost</b>	<b>170,000</b>

## **LEASE**

For good and valuable consideration, the receipt and sufficiency of which are acknowledged by Landlord and Tenant (as defined in Section 1 below), this Lease ("Lease") is entered into by the Landlord and Tenant (collectively, the "**Parties**" and individually a "**Party**") with respect to the Premises (as defined in Section 1 below), on the terms and conditions and subject to the covenants and agreements of the Parties hereinafter set forth.

### **1. SUMMARY OF BASIC TERMS.**

The following is a summary of certain basic terms and defined words of this Lease which is intended for the convenience and reference of the Parties. In addition, the following terms and defined words are incorporated into the Lease and may be referenced by the term or defined word or to this "Summary of Basic Terms". There are additional terms and defined words elsewhere in the Lease.

- (a) Date of this Lease: August 21, 2026, provided however, this Lease shall become effective only upon the occurrence of the Effective Date as defined in Section 2.
- (b) Landlord: CIL Walkers LLC, a Massachusetts limited liability company, its successors and assigns
- (c) Tenant: Reading Forno LLC, a Massachusetts limited liability company, its successors and assigns
- (d) Premises: Stipulated as 6,770 rentable square feet in the Building, as further shown on **Exhibit A** attached hereto. Tenant shall also have the exclusive right throughout the Term of this Lease to use, at no additional cost, the patio and the entire parking area shown on **Exhibit A-1** attached hereto.
- (e) Building: The existing building located at 45 Walkers Brook Drive, Reading, MA. 01867
- (f) Property: The real estate and all improvements thereon located at 39-45 Walkers Brook Drive, Reading, MA, as more particularly shown on **Exhibit A-1**. The Premises are adjacent to the building having an address of 39 Walkers Brook Drive, in which Longhorn Restaurant ("Longhorn") is currently located (the "**Adjacent Building**"). The Building and the Adjacent Building are separate buildings, each with their own building and mechanical systems, utilities, structure and roof, provided

however, they share a common party wall and share the parking lot, driveways and walkways on the Property.

- (g) Term Commencement Date: The Delivery Date, as defined in Section 2.
- (h) Rent Commencement Date: The date which is one hundred thirty-five (135) days after the Delivery Date, subject to adjustment as set forth in Section 6 hereof.
- (i) Termination Date: The last day of the calendar month that is ten (10) years after the Term Commencement Date.
- (j) Extension Options: Two (2) periods of five (5) years each, as provided in Section 4.
- (k) Base Rent: The Base Rent for the Initial Term and the Extended Terms (as defined in Section 4) are as follows:

A. The Base Rent commencing on the Rent Commencement Date for the Initial Term is as follows:

<u>Lease Year</u>	<u>Annual Base Rent</u>	<u>Monthly Payments</u>
1*	\$210,000.00	\$17,500.00
2	\$210,000.00	\$17,500.00
3	\$210,000.00	\$17,500.00
4	\$210,000.00	\$17,500.00
5	\$210,000.00	\$17,500.00
6	\$236,000.00	\$19,666.67
7	\$236,000.00	\$19,666.67
8	\$236,000.00	\$19,666.67
9	\$236,000.00	\$19,666.67
10	\$236,000.00	\$19,666.67

\*. There is no Rent due from the Effective Date through the day before the Rent Commencement Date.

B. If the Lease is extended for the First Extended Term, the Base Rent for the first Extended Term is as follows:

<u>Lease Year</u>	<u>Annual Base Rent</u>	<u>Monthly Payments</u>
11	\$265,500.00	\$22,125.00
12	\$265,500.00	\$22,125.00
13	\$265,500.00	\$22,125.00
14	\$265,500.00	\$22,125.00
15	\$265,500.00	\$22,125.00

C. If the Lease is extended for the Second Extended Term, the Base Rent for the second Extended Term is as follows:

<u>Lease Year</u>	<u>Annual Base Rent</u>	<u>Monthly Payments</u>
16	\$298,687.50	\$24,890.63
17	\$298,687.50	\$24,890.63
18	\$298,687.50	\$24,890.63
19	\$298,687.50	\$24,890.63
20	\$298,687.50	\$24,890.63

As used in this Lease, the term "Lease Year" shall mean each consecutive twelve (12) month period during the Term of this Lease, commencing on the Rent Commencement Date; provided, however, that if the Rent Commencement Date is other than the first (1<sup>st</sup>) day of a calendar month, then Lease Year 1 shall begin on the Rent Commencement Date and end on the last day of the twelfth (12<sup>th</sup>) full calendar month following the Rent Commencement Date. Lease Year 2 shall commence on the day after the end of Lease Year 1 and continue for a consecutive twelve-month period thereafter. Rent for any partial month shall be pro-rated on a per diem basis.

(l) Tenant's Percentage: Stipulated as being 55%.

(m) Tenant's Address for Notices: 23 Upton Street  
Peabody, MA 01960  
Attn: Angelo Perrina

and by the same method of delivery:

Sheryl C. Starr, Esquire  
Allen D. Hankins, Esquire  
Bernkopf Goodman LLP  
Two Seaport Lane, 9<sup>th</sup> Floor  
Boston, MA 02210

(n) Landlord's Address  
for Notices:

42 Monument St.  
Concord, MA 01742 Attn: Daniel Candee  
[REDACTED]

(o) Tenant's Use:

Operation of a full-service restaurant, including the preparation, sale, and service of food and beverages (including alcoholic beverages, subject to Applicable Laws) for on-premises consumption indoors and on an outdoor patio or similar outdoor seating area; takeout, carry-out, and delivery services; the operation of a bar area; the hosting of private events and parties; and any other activities incidental to or associated with the operation of a restaurant and bar, including sale of merchandise, all in compliance with Applicable Laws.

(p) Broker:

David Maida of Allied Restaurant Brokers.

**2. LEASED PREMISES; DELIVERY DATE.** Subject to the terms, covenants, agreements and conditions herein set forth, Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the Premises designated in Section 1(d) hereof. The leased Premises are subject to, and have the benefit of, certain rights reserved to Landlord and others in that certain Second Amended and Restated Cross Easement Agreement most recently modified as of November 12, 2008, by and between Brookview Investments LLC, HH30 Newcrossing Road LLC and Landlord's predecessor-in-interest, Reading Plaza, LLC, recorded with the Middlesex South District Registry of Deeds on November 14, 2008 in Book 51893, Page 538, with respect to certain access, parking and other easements as more particularly described therein as it may be amended from time to time (the "**Cross Easement Agreement**" incorporated by reference). Landlord shall not agree to any modification, amendment or other changes to the Cross Easement Agreement without Tenant's prior written consent, provided that Tenant will not unreasonably withhold, delay, or condition such consent so long as any such proposed modification, amendment or other change does not in any manner have a material adverse effect on Tenant's rights or obligations as set forth in this Lease, including, without limitation, Tenant's access, egress, parking, use, or operations.

In addition to any appurtenant rights specifically set forth in the Cross Easement Agreement, Tenant shall have, as appurtenant to the Premises, rights to use the common walkways and driveways necessary for access and egress to the Premises and the common parking areas situated on the Property, subject in all respects to the Cross Easement Agreement.

The Premises is currently leased to Bertucci's Restaurant Corp. (the "**Existing Tenant**") which, as of the date of this Lease, is under the jurisdiction of the U.S. Bankruptcy Court for the Middle District of Florida (Case 6:25-bk-02401) ("**Bankruptcy Court**"). The "**Delivery Date**" shall be the first business day following the date on which the Bankruptcy Court issues a final Order ("**Lease Rejection Order**") that the lease with the Existing Tenant ("**Existing Tenant**")

**Lease**") has been rejected and is deemed terminated (the "**Lease Rejection Date**"). Notwithstanding the foregoing, Landlord and Tenant agree that if during the applicable appeal period following the Lease Rejection Order, an appeal is filed which, if successful, would negate the Lease Rejection Order or would otherwise prevent or delay the effectiveness of the Lease, then the Lease Rejection Date shall be suspended during the pendency of such appeal. Notwithstanding the foregoing, if on the Lease Rejection Date the Existing Tenant has not fully vacated the Premises and released all rights or claims of possession, then Landlord shall use all commercially reasonable efforts to cause Existing Tenant to vacate the Premises and to recover possession of the Premises (such date herein called the "**Vacancy Date**") in which event the Delivery Date shall be deemed to be the Vacancy Date. If the Existing Tenant is not under the jurisdiction of the Bankruptcy Court, then the Delivery Date shall be the earlier of (a) the date on which the Existing Tenant Lease is terminated by an agreement signed by Landlord and Existing Tenant, or (b) the date on which the Existing Tenant Lease is terminated by final order of a court of competent jurisdiction. The "**Effective Date**" of this Lease shall be the Delivery Date.

On the Delivery Date, Landlord shall deliver all fixtures, furniture, equipment, and all other personal property (collectively, "**FF&E**") of the Existing Tenant, to which it is legally entitled, located on or about the Premises to Tenant. However, Landlord makes no representation as to the rights or claims of the Existing Tenant or any other parties (whether individuals, trusts, entities, governmental authorities, or otherwise), regarding that FF&E. Landlord does represent that in response to its inquiries, the Existing Tenant stated in a July 17 email that, "[W]e normally remove any trade fixtures and personal property of value for either reuse or sale," and in a July 18 email stated that there are "No liens". Landlord and Tenant acknowledge that certain items such as soda and ice machines may be owned by third parties. Landlord will make reasonable efforts to document items owned by third parties before the Delivery Date.

Notwithstanding anything above, if any claim arising from the rejection of the Existing Tenant Lease is made prior to the Lease Rejection Date set by the Bankruptcy Court, and that claim results in a material loss to Tenant, either in terms of removed fixtures or a delayed opening, then Landlord will indemnify Tenant for the value of that material loss.

Landlord shall provide Tenant with written notice of the occurrence of the Delivery Date, accompanied by such reasonable evidence as Tenant may reasonably request demonstrating that the Premises have been delivered in accordance with the requirements of the definition of Delivery Date. From and after the date of this Lease, and continuing through the Term Commencement Date, Landlord shall not, and shall not agree to, lease, license, or otherwise grant any right of possession or occupancy in the Premises or enter into any agreement or understanding (whether binding or non-binding, written or oral) to do so, with any party other than Tenant. Any such agreement or action in violation of the foregoing sentence shall be null and void and of no force or effect.

Likewise, Tenant agrees that from and after the Effective Date and continuing through the Term Commencement Date, Tenant shall not, and shall not agree to, lease, license, or otherwise secure any right of possession or occupancy in any other property with the intent of opening a restaurant similar to the one contemplated in this Lease that is located within ten (10) miles of the Premises or enter into any agreement or understanding (whether binding or non-binding, written



or oral) to do so, with any party other than Landlord. As a point of clarification, this paragraph shall be null and void upon the occurrence of the Term Commencement Date.

If, despite diligent efforts to achieve the termination of the Existing Tenant Lease or to recover the Premises from the Existing Tenant, the Delivery Date has not occurred by March 31, 2026, then Landlord and Tenant shall each have the right, by written notice to the other, to terminate this Lease, in which event the parties hereto shall have no further obligations to each other, except that Landlord shall promptly reimburse Tenant for one-half (½) of Tenant's out-of-pocket expenses incurred by Tenant in connection with this Lease, up to but not exceeding the sum of Twenty Thousand Dollars (\$20,000.00).

**3. PERMITTED USE.** The Premises shall be used only for the purposes of Tenant's Use as set forth in Section 1(o) hereof. Tenant shall at all times operate its business at the Premises in compliance with applicable local, state and federal regulations. Tenant agrees to use good faith efforts to operate the Premises continuously during its normal business hours (which shall not preclude closure for less than 32 days per year, plus any closures due to holidays, casualty, condemnation, alterations, and Force Majeure). In addition, the Premises shall not be used or occupied for (i) so-called "adult" or pornographic entertainment or services, or (ii) so long as the Adjacent Building is being operated as a steakhouse restaurant, for the primary purpose of a steakhouse-themed restaurant, including but not limited to, the following: Outback Steakhouse, Golden Corral, Texas Roadhouse, Logan's Roadhouse, Morton's The Steakhouse, Sizzler, Smith & Wollensky's.

**4. TERM.** The "Term" of this Lease means the period commencing on the "Term Commencement Date" and ending on the "Termination Date" as set forth in Section 1, unless sooner terminated or extended as herein provided. On the condition that, both at the time of exercise of the option to extend and as of the commencement of the Extended Term in question, there exists no Event of Default, then Tenant shall have the right to extend the Term hereof from the original Termination Date for two (2) consecutive periods of five (5) years each (each, an "Extended Term" and collectively, the "Extended Terms"). Such extension shall be on all of the terms and conditions of this Lease, and the Base Rent shall be equal to the amount set forth in Section 1 applicable such Extended Term. In order to exercise an option to extend the Term, Tenant shall give notice ("Tenant's Extension Notice") thereof to Landlord, not later than nine (9) months prior to the expiration of the then-current Term of this Lease. Upon the timely giving of Tenant's Extension Notice, the term of this Lease shall be automatically extended for the applicable Extended Term without the execution of any additional documents, and all references to the Lease Term or the Term of this Lease shall mean the Lease Term, as so extended, unless the context clearly otherwise requires. If Tenant shall not timely give Tenant's Extension Notice, then Tenant's extension option shall be void and of no further force and effect.

**5. CONDITION OF PREMISES.** Tenant accepts possession of the Premises "AS IS," as of the Delivery Date, and Landlord makes no warranty in connection with the Existing Tenant's FF&E or the fitness of the Premises for Tenant's purposes, except as otherwise expressly set forth in this Lease. Landlord represents that as of the Delivery Date, the heat, ventilation, and air conditioning systems servicing the Premises ("HVAC") will be in good working order and the roof of the Building will be free of leaks.

## 6. RENT.

(a) Tenant shall pay the “**Base Rent**” as set forth in Section 1(k), plus other sums due hereunder (“**Additional Rent**,” consisting of Operating Expenses (as set forth in Section 7) and Real Estate Taxes (as set forth in Section 30). Base Rent and Additional Rent are sometimes herein collectively called “**Rent**”. Monthly Payments of Base Rent together with monthly estimated payments of Operating Expenses and Real Estate Taxes shall be due and payable on the first (1st) day of each month during the Term, commencing on the Rent Commencement Date. In the event the Rent Commencement Date is other than the first (1st) day of a calendar month, then the Rent for such fractional months shall be appropriately prorated. Each Monthly Payment of Base Rent not received by the fifteenth (15th) of the month shall be subject to a one-time administrative charge of five percent (5%) of the amount due to cover Landlord’s additional costs of processing such late payments.

(b) In addition to the payment of Base Rent and Additional Rent, as set forth herein, Tenant shall pay to Landlord, as “**Percentage Rent**”, an amount equal to three percent (3%) of that portion of Tenant’s Gross Sales (as such term is defined on Exhibit C attached to this Lease) for each Lease Year that exceeds Five Million Dollars (\$5,000,000.00). Such percentage rent, if and to the extent due, shall be paid to Landlord within sixty (60) days following the end of each Lease Year, and each such payment shall be accompanied by a written statement, certified by an authorized officer of Tenant, detailing the calculation of percentage rent due hereunder for the applicable period. In no event shall Tenant be obligated to pay percentage rent with respect to the first Five Million Dollars (\$5,000,000.00) of Gross Sales in any Lease Year.

(c) It is understood that prior to the Rent Commencement Date, Tenant will use good faith efforts to seek the issuance of an all-alcoholic liquor license (“**Liquor License**”) from applicable state and local governmental agencies and authorities (the “**Authorities**”). It is further understood that issuance of the Liquor License by the Authorities may be hindered or delayed by the action or inaction of Existing Tenant or the Bankruptcy Court (“**Existing Tenant Delays**”). Notwithstanding anything set forth in this Lease to the contrary, in the event the Liquor License has not been issued on or before one hundred thirty-five (135) days after the Delivery Date on account of Existing Tenant Delays, then the Rent Commencement Date shall be extended on a day for day basis for the period of any Existing Tenant Delays.

## 7. OPERATING EXPENSES.

(a) “**Operating Expenses**” of the Premises shall include all Property costs, expenses and obligations of operating, maintaining, repairing, improving, and replacing the improvements located at the Property by Landlord, including utilities and Building systems to the point of entry to the Building, landscaping, snowplowing, the parking areas and drives upon the Property to ensure access to the Building and parking areas on the Property to permit Tenant to operate in the ordinary course of its business for Tenant’s Use, a management fee of Four Thousand Dollars (\$4,000.00) per year which shall escalate by twelve and one-half percent (12.5%) every five years, and casualty and liability insurance pursuant to Section 14 hereof, all unless otherwise provided in this Lease. Operating Expenses charged to Existing Tenant for

calendar years 2023 – 2024 are set forth on Exhibit D attached hereto. If, during the term of this Lease, Landlord shall replace any capital items or make any capital expenditures in connection with repair or replacement of any items for which Landlord is responsible under the terms of this Lease (collectively called “**Capital Expenditures**”) and such Capital Expenditures are not occasioned by any act or negligence of Tenant, its employees, customers, suppliers, contractors, and the like, the total amount of such Capital Expenditures shall not be included in Operating Expenses for the calendar year in which they are made, but there shall nevertheless be included in Operating Expenses for each calendar year in which and after such Capital Expenditure is made, the annual “Charge-off” of such Capital Expenditure. “**Annual Charge-off**” shall mean an amount determined by (i) dividing the original cost of the Capital Expenditure by the number of years of useful life thereof. The useful life shall be reasonably determined by Landlord in accordance with generally accepted accounting principles and practices in effect at the time of acquisition of the capital item, provided that the useful life of the HVAC equipment will be set at 20 years, parking lot repaving or reconstruction at twenty-five (25) years, and roof replacement at forty (40) years. Except in an emergency, Landlord shall give Tenant at least ten (10) business days’ notice prior to incurring Capital Expenditures. Notwithstanding anything set forth herein to the contrary, if and to the extent that the roof of the Building requires repair or maintenance, which would otherwise be an Operating Expense, Landlord and Tenant will each pay one-half (½) of Tenant’s Percentage of such roof repair or maintenance expense. Additionally, if there are more than three roof leaks in any twelve month period, Tenant will obtain an evaluation report from a reputable roofing contractor, and if the contractor’s report recommends that all or part of the roof needs replacement, Landlord will perform the replacement, and Tenant will pay the straight line amortized cost as a Charge-off for such Capital Expenditure pursuant to this Section 7.

(b) Notwithstanding anything to the contrary set forth in this Section 7 or the other provisions of this Lease, “Operating Expenses” shall not include any of the following (collectively, “**Excluded OpEx**”): (i) costs for which Tenant or third parties reimburse or are required to reimburse Landlord or pay third parties in full; (ii) interest, principal, depreciation, and other lender costs and closing costs on any mortgage or mortgages, ground lease payments, or other debt instrument encumbering the Premises or Property; (iii) costs incurred by Landlord to correct construction defects or repair damage to the Premises or loss resulting from any casualty; (iv) depreciation and amortization; (v) wages, salaries, fees, and fringe benefits paid to personnel or officers, managers, members, or partners of Landlord; (vi) legal or accounting fees and any management, administrative or operational fee; (vii) the cost of any items for which Landlord is reimbursed by insurance or otherwise compensated by parties other than Tenant; (viii) any operating expense representing an amount paid to a related Landlord corporation, entity, or person which is in excess of the amount which would be paid in the absence of such relationship; (ix) the cost of overtime or other expense to Landlord in curing its defaults or performing work expressly provided in the Lease to be borne at Landlord’s expense; (x) costs for which Landlord is responsible under this Section 7 or Section 8(b) hereof; (xi) the costs associated with the testing, remediation, removal, abatement, encapsulation or treatment of any hazardous substances or materials, other than with respect to a Tenant Hazardous Materials Event as expressly provided for in Section 21 hereof; (xi) any costs for which Landlord is reimbursed so that Landlord is not paid for the same item twice; (xii) Capital Expenditures or maintenance or repair expenses relating to the Adjacent Building or the premises leased to Longhorn; and

(xiii) any costs to correct any failure of the Property to comply with Applicable Laws (other than with respect to Tenant's obligations under Section 8(a) below). Landlord agrees to permit open bidding for landscaping or snow plowing or both upon Tenant's request.

(c) Notwithstanding anything set forth herein to the contrary, no Charge-off or Capital Expenditures will be charged to Tenant during the first three Lease Years. Landlord may make Capital Expenditures during Lease Years 1-3, but no annual Charge-off for such Capital Expenditures will be included in Additional Rent until Lease Year 4, which will then be charged to Tenant in accordance with Section 7(a) above. Additionally, and notwithstanding anything set forth herein to the contrary, the total Additional Rent (i.e., Operating Expenses and Taxes) for any Lease Year shall never increase by more than 10% over the previous Lease Year, and the Capital Expenditure component of Additional Rent shall be capped at One Hundred Ten Thousand Dollars (\$110,000.00) cumulative during the initial 10-year term, Sixty-Five Thousand Dollars (\$65,000.00) cumulative over the first Extended Term, and Seventy-Five Thousand Dollars (\$75,000.00) cumulative over the second Extended Term. As a result, Tenant shall never pay more than Two Hundred Fifty Thousand Dollars (\$250,000.00) on account of Capital Expenditures during the Lease Term (including all Extended Terms).

(d) Tenant will pay Tenant's Percentage of Operating Expenses during the Term, as Additional Rent, by estimated monthly payments calculated at one-twelfth (1/12) of total Operating Expense for the previous calendar year. Within ninety (90) days after the end of each calendar year, Landlord will provide Tenant with a detailed, itemized statement of actual Operating Expenses for such year, along with the calculation of Tenant's Percentage share and within thirty (30) days thereafter, Landlord and Tenant shall reconcile the estimated monthly payments and the actual Operating Expenses, and Tenant shall receive a refund or an invoice, as the case may be, for the amount by which the actual Operating Expenses varied from Tenant's estimated payments. Tenant will have the right, upon reasonable advance notice, to examine and audit Landlord's books and records pertaining to Operating Expenses, using Tenant's own or a third-party (non-contingency fee) auditor.

(e) If Tenant, in its good faith judgment, believes that any Operating Expenses or Capital Expenditures are in excess of such expenses as Tenant could obtain, then Tenant may provide to Landlord suggested alternative vendors or contractors, and Landlord will, in good faith, consider using such alternative suggested vendors or contractors for such goods or services.

## **8. REPAIR, REPLACEMENT, AND MAINTENANCE.**

(a) Tenant Repair, Replacement, and Maintenance Obligations. Without requiring Landlord's prior consent, Tenant is responsible for maintaining, repairing, and replacing, as Tenant deems necessary from time to time, the interior of the Premises, including any Tenant-Made Alterations and permitted Restricted Alterations (each as defined in Section 10 below) pursuant to Applicable Laws, and subject to the provisions relating to Force Majeure (as defined in Section 33), casualty, eminent domain, and the other provisions of this Lease. Tenant shall repair any Premises damage caused by its agents, employees or visitors. Tenant shall coordinate contracts related to its obligations under this Section 8(a) and pay for the costs of same directly to the applicable contract party. Nothing in this paragraph shall prevent Landlord from making

immediate repairs to the Premises, in an emergency, to prevent damage to the structure of the building.

(b) Landlord Repair, Replacement, and Maintenance Obligations. Except for Tenant's repair, replacement, and maintenance obligations set forth in Section 8(a) above, Landlord shall repair, maintain, and replace the Property pursuant to Applicable Laws, including the following: (i) access to the Property and the Building; (ii) replacement of the (AA) HVAC units serving the Building, (BB) component parts of the HVAC units and distribution systems serving the Building; (CC) all or a portion of the roof of the Building; and (iii) all Building systems, lines, utilities, and appurtenances thereto to the point of entry to the Building; driving, parking, and walkway areas of the Property (including all concrete, asphalt, and striping), all of which shall be included as Operating Expenses and treated as either annual Operating Expenses or Capital Expenditures to the extent set forth in Section 7 above. In particular, if Landlord, in its reasonable business judgment determines that it is more cost effective to replace an HVAC unit (or any major component thereof) than to repair it, or if Tenant, in its reasonable business judgment, determines that the HVAC unit (or such major component thereof) has reached the end of its useful life, then Landlord shall do such replacement and pay the entire cost of the new HVAC unit (or such major component) but shall charge Tenant the amortized cost thereof as a Charge-off of the Capital Expenditure, as provided in Section 7 above. Landlord shall, at Landlord's sole cost and expense (and not charged to Tenant as Additional Rent), repair any damage to the Property, including the Building, caused by Landlord or the other Landlord Parties (as defined in Section 14(a)), as well as maintenance, repair, and replacement of the exterior and structural components of the Building. If, Landlord fails to perform its obligations under this paragraph and such failure continues for more than two business days after Tenant has given notice then, notwithstanding anything set forth in this Section 8(b), at Tenant's option, by notice to Landlord, Tenant shall have the right to itself perform any and all of Landlord's repair and maintenance obligations, and Tenant shall be entitled to offset the reasonable cost thereof against Tenant's financial obligations under this Lease.

## 9. ASSIGNMENT AND SUBLETTING.

(a) Except as expressly permitted pursuant to this Section 9, Tenant shall not, without the prior written consent of Landlord, which consent shall not be unreasonably withheld, assign, encumber or hypothecate this Lease or any interest herein or sublet the Premises or any part thereof, or permit the use of the Premises by any party other than Tenant.

(b) Notwithstanding anything in this Lease to the contrary, Tenant shall have the right, without Landlord's consent, to transfer or assign this Lease (by transfer of ownership interests, asset sale, merger or otherwise) to any of the following (herein called a "**Permitted Transferee**") (i) the parent entity of Tenant, (ii) any wholly owned subsidiary entity of Tenant or Tenant's parent entity, (iii) any entity succeeding to all or substantially all of the assets of Tenant, inclusive of where such succession results from a consolidation or merger, (iv) any entity to which all or substantially all of the assets or ownership interests of Tenant have been sold or otherwise transferred, and (v) a trust, limited partnership, limited liability company, or other entity established for estate planning purposes primarily for the benefit of the transferring party and/or such party's family members; provided, that in each of the foregoing instances such transferee entity shall assume in writing all of Tenant's obligations hereunder accruing after the effective date

of such assignment (and Tenant has satisfied all obligations accruing theretofore). To the extent Tenant is a surviving entity in any merger or consolidation, Tenant shall not be released from, and shall perform, all obligations imposed upon it hereunder and shall remain obligated and liable hereunder. Additionally, Tenant shall have the right, without Landlord's prior consent, but with notice to Landlord, to sublet or license for use a portion of the Premises, not exceeding forty percent (40%) of the rentable square feet of the Building and/or all or any portion of the land or parking areas of the Premises. Such licensee or sublessee shall be deemed to be a Permitted Transferee.

(c) If at any time or from time to time during the Term, Tenant desires to sublet all or any part of the Premises or to assign this Lease to other than a Permitted Transferee, Tenant shall give notice to Landlord setting forth the name and address of the proposed subtenant or assignee, a description of the subtenant or assignee's business, current and, to the extent available, prior annual financial statements for the proposed subtenant or assignee for the preceding two (2) years prior to the proposed sublease or assignment, certified to be true and correct by the chief financial officer of the proposed sublessee or assignee or a certified public accountant, prepared in accordance with generally accepted accounting principles, together with a copy of the proposed sublease or assignment or a term sheet outlining the material business terms of such sublease or assignment; and any other information reasonably requested by Landlord concerning the proposed sublease or assignment.

(d) Consent to one assignment or subletting shall not be deemed consent to any subsequent assignments or subletting requiring Landlord's consent hereunder. In the event of default of any of the terms hereof, Landlord may proceed directly against Tenant without the necessity of exhausting remedies against such assignee or successor.

(e) In the event Tenant shall assign this Lease or sublet the Premises to other than a Permitted Transferee or request the consent of Landlord to any assignment or subletting, then Tenant shall reimburse Landlord for Landlord's reasonable attorneys' fees (not to exceed One Thousand Five Hundred (\$1,500.00) Dollars) incurred in connection therewith. Tenant hereby acknowledges and agrees that the acceptance of such fees by Landlord shall not constitute consent to the proposed sublease or assignment.

**10. TENANT-MADE ALTERATIONS.** Tenant may, at any time and from time to time, without Landlord's prior consent, make any and all renovations, installations, alterations, additions, removals, replacements, improvements, or other modifications of any kind to the Premises and exterior of the Building, including the FF&E and the Building façade (collectively, "**Tenant-Made Alterations**"), which do not materially change the exterior footprint or roof elevation of the Building. Tenant shall be solely responsible for the cost of any such Tenant-Made Alterations and shall be permitted, without Landlord's consent, to select its own architects, engineers, designers, and contractors. Landlord's prior written consent shall be required prior to any Tenant-Made Alterations that will materially change the exterior footprint or height of the Building (collectively "**Restricted Alterations**"). If Landlord fails to respond to Tenant within seven (7) days after notice of Tenant's request for such Restricted Alterations, such request shall be deemed approved by Landlord. Tenant shall comply with all Applicable Laws in connection with any Tenant-Made Alterations and permitted Restricted Alterations.

11. **LIENS.** Tenant shall keep the Premises free from liens caused by Tenant, including, without limitation, construction liens. If Tenant does not, within sixty (60) days following notice to Tenant of the filing of a lien caused by Tenant, cause the lien to be released or bonded over, Landlord may cause it to be released by such means as it shall deem proper, including, without limitation, payment of the claim and charge Tenant all reasonable out-of-pocket costs and expenses incurred by Landlord in doing so. Such sums advanced shall be considered Additional Rent.

12. **ENTRY AND INSPECTION.** Landlord or Landlord's agents may enter the Premises at reasonable times coordinated in advance with Tenant to avoid interference with the operation of Tenant's business in the ordinary course, subject to the terms of this Lease. In the case of an emergency, notice is not reasonably able to be given in advance, notice shall be given promptly to Tenant after Landlord's entry in such emergency.

13. **INDEMNIFICATION.**

(a) Tenant hereby agrees to indemnify, defend and hold Landlord and the other Landlord Parties (collectively, "**Landlord Indemnified Parties**") harmless from and against any and all claims, liabilities, damages, losses, costs and expenses (collectively, "**Claims**") which may be incurred by or asserted against the Landlord Indemnified Parties arising out of (i) property damage, personal injury or death of any person occurring on the Premises to the extent caused by Tenant and/or the other Tenant Parties; or (ii) any violations of Applicable Laws by the Tenant and/or the other Tenant Parties. The foregoing indemnity obligation of Tenant shall include reasonable attorneys' fees and other reasonable costs and expenses actually incurred by Landlord. Notwithstanding anything to the contrary contained in this Section, Tenant shall not be responsible for matters that are Landlord's obligations under this Lease, including in Section 13(b), and Tenant's obligations shall be subject to the subrogation provisions contained in Section 14(c).

(b) Landlord hereby agrees to indemnify, defend and hold Tenant and the other Tenant Parties (collectively, "**Tenant Indemnified Parties**") harmless from and against any and all claims, liabilities, damages, losses, costs and expenses (collectively, "**Claims**") which may be incurred by or asserted against the Landlord Indemnified Parties arising out of (i) property damage, personal injury or death of any person occurring on the Premises to the extent caused by Landlord and/or the other Tenant Parties; or (ii) any violations of Applicable Laws by the Tenant and/or the other Tenant Parties. The foregoing indemnity obligation of Tenant shall include reasonable attorneys' fees and other reasonable costs and expenses actually incurred by Landlord. Notwithstanding anything to the contrary contained in this Section, Tenant shall not be responsible for matters that are Landlord's obligations under this Lease, including in Section 13(a), and Landlord's obligations shall be subject to the subrogation provisions contained in Section 14(c).

(c) In no event shall Landlord or Tenant ever be liable to the other under this Lease, including under this Section 13 or Section 19 or otherwise, for incidental, consequential, punitive, indirect, or special damages, including, without limitation, loss of profits, and each of Landlord and Tenant shall and hereby does release the other of and from any and all liability for such damages.

(d) The provisions of this Section 13 shall survive the expiration or termination of this Lease.

#### 14. **INSURANCE.**

(a) Landlord's Insurance. During the Lease Term, Landlord shall maintain (i) commercial general liability insurance ("**Landlord's Liability Insurance**") with a minimum limit of Two Million and No/100ths Dollars (\$2,000,000.00) per occurrence and a total minimum combined general liability and umbrella limit of Five Million and No/100ths Dollars (\$5,000,000.00) for property damage, personal injuries or death of persons occurring in or about the Property (such liability coverage may be achieved by a combination of primary and excess policies), due to the action or inaction of Landlord, Landlord's officers, directors, members, managers, employees, contractors, licensees, invitees and other acting by, though, or under Landlord ("**Landlord Parties**") and (ii) Special Causes of Loss form property insurance or its equivalent ("**Property Insurance**") with coverage for fire, earthquake, flood, and ordinance or law (including coverage for loss to any undamaged portion of the Building, demolition costs, and increased cost of construction) on a replacement cost basis for the full insurable value of the Building and the improvements on the Property. Landlord's Liability Insurance shall not be included as part of the Operating Expenses charged to Tenant hereunder. Landlord shall provide a certificate of insurance to Tenant prior to the Term Commencement Date and at least thirty (30) days before the expiration date of each such policy. Landlord's commercial general liability policy shall (i) name Tenant (and Tenant's lender, if applicable) as an additional insured, (ii) insure on an "occurrence" and not a "claims-made" basis, and (iii) contain contractual liability coverage.

(b) Tenant's Insurance. Tenant, at its expense, shall maintain during the Lease Term (i) \$1,000,000 combined single limit for bodily injury and property damage, each occurrence, and \$2,000,000 general aggregate limit, together with an overall umbrella liability limit of \$2,000,000 (such liability coverage may be achieved by a combination of primary and excess policies), due to an action or inaction of Tenant and/or Tenant's officers, directors, members, managers, employees, contractors, licensees, invitees and other acting by, though, or under Tenant ("**Tenant Parties**"), and (ii) workers' compensation insurance with no less than the minimum limits required by law. Tenant's insurance shall (i) name Landlord and Landlord's mortgagee (if any) as additional insureds on the liability coverages, such liability coverages to be on a primary, non-contributory basis, (ii) insure on an "occurrence" and not a "claims-made" basis, (iii) provide that Landlord shall receive thirty (30) days' prior written notice prior to any termination of said insurance, and (iv) contain contractual liability coverage. Tenant will deliver to Landlord the foregoing insurance certificates upon written request by Landlord but no more than one time per calendar year, and in any event prior to the Term Commencement Date and at least thirty (30) days before the expiration date of each such policy.

(c) Waiver of Subrogation. Landlord and Tenant hereby release each other, to the extent of their respective insurance coverages (or would have been covered had the insurance required by this Lease been carried), from any and all liability for any loss or damage to property insured against (or required by this Lease to be insured against), even if such damage shall be brought about by the fault or negligence of the party benefited by the release or its agents. Landlord and Tenant each agree that their respective insurance policies will include such a waiver of subrogation



clause.

(d) Insurance Standards. Tenant's and Landlord's insurers shall have a rating of "A-VIII" or better (or the equivalent) in the current edition of Best's Insurance Reports and be approved to do business in the state in which the Premises is located, and the policies required above shall provide for commercially reasonable deductibles and coverages.

**15. UTILITIES.** Tenant agrees that it shall be responsible for the timely payment of all utilities, including water, gas, electricity, fire alarm/riser monitoring charges and other services delivered to the Premises. Landlord shall not be liable for any interruption or diminution of utility services unless caused by any action or inaction of Landlord or those acting by, through, or under Landlord.

**16. CASUALTY AND RESTORATION.**

(a) If, at any time during the Lease Term the Premises are damaged by fire, wind, storm, or other casualty, Tenant promptly shall notify Landlord that such damage has occurred, and the extent of such damage. Landlord shall promptly, and with all commercially reasonable diligence, restore the Premises to substantially the same condition as existed immediately prior to such casualty, subject to delays arising from Force Majeure events (as hereinafter defined), all of which repair and restoration shall be performed at Landlord's sole cost and expense, and in accordance with all Applicable Laws and this Lease shall remain in full force and effect.

(b) Notwithstanding anything set forth herein to the contrary, Tenant may terminate this Lease if (i) Substantial Damage (as hereinafter defined) occurs or (ii) Tenant reasonably estimates that it will take longer than six (6) months to repair such damage, or (iii) less than six (6) months remain on the term of this Lease at the time of such casualty, or (iv) Applicable Laws do not permit the restoration of the Premises to substantially the same condition that existed as of the Term Commencement Date. "**Substantial Damage**" shall mean damage to or destruction of the Premises that affects twenty-five percent (25%) or more of the floor area of the Building, or any portion of the Premises that materially and adversely impacts Tenant's business operations.

(c) If the Premises shall be partially destroyed by fire or other casualty so as to render the Premises partially or wholly unusable or inadequate for Tenant's purposes, the Rent shall be abated on the basis of rentable square footage occupied thereafter, until such time as the Premises are made fully fit for use by Tenant.

**17. CONDEMNATION.** If Landlord delivers notice to Tenant that any part of the Premises or appurtenance easement areas, if any, will be taken for any public or quasi-public use under governmental law, ordinance, or regulation, or by right of eminent domain, or by private purchase in lieu thereof (a "Taking" or "Taken"), that would prevent or materially interfere with Tenant's use of or access to the Premises as determined by Tenant in its reasonable discretion (unless Landlord can provide alternative access and/or ability to use the Premises which is acceptable to Tenant in its sole discretion), then upon written notice by Tenant to Landlord within thirty (30) days from Landlord's notice of such Taking, this Lease shall terminate, and Rent shall be apportioned as of the date of such Termination. If part of the Premises shall be Taken, and this

Lease is not terminated as provided above, this Lease and the Lease Term shall continue in full force and effect, and Landlord, at Landlord's sole cost and expense, shall promptly and diligently proceed to restore the remaining portions of the Premises, including any and all improvements made theretofore, to an architectural whole in substantially the same condition that the same were in prior to such Taking. An equitable proportion of the Base Rent reserved hereunder and any other charges payable by Tenant hereunder, according to the nature and extent of the injury to the Premises and to Tenant's business, shall be suspended or abated until the completion of such restoration, and thereafter the Base Rent payable hereunder during the unexpired Lease Term shall be reduced in proportion to (i) as to the outside area portion of the Premises otherwise regularly utilized by Tenant in its operations, the percentage loss of functional area within the outside area and (ii) as to the Building, the proportion of the square feet of space in the Building which is taken as compared to the total square feet in the Building prior to the Taking. Should Landlord fail to promptly commence and diligently proceed to so restore the remaining portions of the Premises, Tenant may, at its option, terminate this Lease or exercise any of the rights granted Tenant for failure by Landlord to repair or restore.

Landlord agrees that it shall negotiate in good faith with the condemning authority for a commercially reasonable award, and further, shall not finally agree to the amount of an award without the prior written consent of Tenant, not to be unreasonably withheld, conditioned, or delayed. In the event of the Taking of the Premises at any time during the Lease Term, the right of Landlord and Tenant to share in the net proceeds of any award for the Premises shall be as follows:

- (i) To Landlord, the proportionate amount of the award representing the fair market value of the Land and the Building at the time of the Taking;
- (ii) To Tenant, the proportionate amount of the award equal to its moving and relocation expenses, the value of Tenant's trade fixtures, any Tenant-Made Alterations, and any other compensation as provided under applicable federal and state laws for the loss of Tenant's leasehold estate;
- (iii) Lastly, to the extent any net proceeds are remaining, the balance of the award to Landlord; and
- (iv) Notwithstanding the foregoing to the contrary, if the values of the respective interests of Tenant and Landlord shall be determined by a court or the awarding authority, the values so determined shall be conclusive upon Landlord and Tenant and any award shall be distributed in accordance with such determination.

To the extent permitted by law if the condemning authority will allow separate equal claims, Tenant shall have the right, but not the obligation, to pursue a claim against the condemning authority (the "**Tenant's Claim**") that shall be independent of and wholly separate from any action, suit or proceeding relating to any award to Landlord, for reimbursement of relocation expenses or of Tenant's Tenant-Made Alteration, fixtures, equipment and personal property, provided Tenant's Claim shall in no event include any claim for any interest in real property. To the extent any such Tenant's Claim reimburses Tenant for moving and relocation expenses, the

value of Tenant's trade fixtures, any Tenant-Made Alterations, and any other compensation as provided under applicable federal and state laws for the loss of Tenant's leasehold estate, such amounts shall not reduce Landlord's award.

**18. SURRENDER OF PREMISES.** Upon termination of this Lease, Tenant will deliver to Landlord possession of the Premises in substantially the same condition as existing just prior to the expiration of the Term. Any and all Tenant-Made Alterations made to the Premises during this Lease shall belong to the Landlord, except for trade fixtures of the Tenant, which may be removed if and to the extent same can be removed without significant damage to the Premises. Any personal property remaining in the Premises shall be deemed to be abandoned and shall belong to Landlord.

**19. DEFAULT**

(a) In the event that (i) Tenant shall fail to pay any Monthly Payment of Base Rent or Additional Rent, or any payment of Percentage Rent, within ten (10) days after written notice from Landlord of such failure to pay when due; or (ii) Tenant shall have previously defaulted more than twice in any twelve (12) month period in the payment when due of any Base Rent, Percentage Rent, or Additional Rent and such default continues for five days after notice thereof from Landlord, or (iii) Tenant shall fail to cure (or to commence to cure) a default in the performance of any of the other of the Tenant's covenant's, agreements or obligations within thirty (30) days after Tenant's receipt of notice of such default from Landlord; or (iv) the Tenant, having commenced to cure a default within such thirty (30) day period under circumstances such that the default could not reasonably have been cured within said thirty (30) day period, shall fail to complete the curing of the default without unreasonable delay; or (v) the leasehold hereby created shall be taken on execution, or by other process of law, or if any general assignment shall be made of Tenant's property for the benefit of creditors, or if a receiver, guardian, conservator, trustee in bankruptcy or similar officer shall be appointed by a court of competent jurisdiction to take charge of all or any part of Tenant's property; or (vi) Tenant commits any act of bankruptcy, insolvency or other debtor relief law and the same shall not be dismissed within ninety (90) days from the date upon which it is filed, then, and in any of said cases (each of the foregoing being herein called an "**Event of Default**"), Landlord may, after five (5) days' advance notice of termination to the Tenant, pursuant to legal process, enter into and upon the Premises or any part thereof in the name of the whole and repossess the same as of its former estate, and expel Tenant and those claiming through or under it and remove Tenant's effects if Tenant fails to do the same thirty (30) days following such termination notice, without being deemed guilty of any manner of trespass, and upon such mailing as aforesaid, this Lease shall terminate. No termination or repossession provided for in this Section 19 shall relieve Tenant or any guarantor of the liabilities and obligations of Tenant under this Lease accruing prior to such termination or repossession, all of which shall survive any such termination or repossession.

(b) Tenant shall reimburse Landlord for all reasonable attorney fees incurred by Landlord as a result of such Event of Default by Tenant. Following an Event of Default and the termination of this Lease, Tenant shall indemnify Landlord for the loss of Rent by a payment at the end of each month which would have been included in the term representing the difference between the Rent which would have been paid in accordance with this Lease and the Rent, if any, actually derived from the Premises by Landlord for such month (the amount of Rent deemed

derived shall be the actual amount less any portion thereof attributable to all Landlord's expenses which have not been reimbursed by Tenant hereunder). Such Landlord expenses include reasonable attorneys' fees and expenses, brokerage fees, and the cost of repairs, replacements, alterations, decorations and/or improvements in relation to preparing the Premises for rental or in connection with a rental, in Landlord's commercially reasonable judgment. Landlord agrees to use commercially reasonable efforts to mitigate Tenant's damages. Alternatively, upon demand at the option of Landlord at any time thereafter, Tenant shall pay as liquidated damages the present value computed at a capitalization rate based upon the Prime Rate (as published by the Wall Street Journal), of the amount by which the payments of Base Rent, Percentage Rent and Additional Rent reasonably estimated to be payable for the balance of the term would exceed the payments reasonably estimated by Landlord to be the fair rental value of the Premises on the terms and conditions of this Lease over such period, determined as of such date, which payment shall satisfy all outstanding Rent due under this Lease.

(c) Upon an Event of Default, Landlord may, at its option, without waiving any claim for damages for breach of this Lease, at any time thereafter, cure such default on Tenant's account, in which event any amount paid or any liability incurred by Landlord, including reasonable attorney's fees, in so doing shall be deemed paid or incurred for the account of Tenant, and Tenant agrees to reimburse Landlord therefor, as Additional Rent, or save Landlord harmless therefrom within ten (10) days following written notice of such amount due.

(d) Landlord shall not be in default unless Landlord fails to perform obligations required of Landlord within a reasonable period of time, but in no event later than thirty (30) days after written notice by Tenant to Landlord provided, however, that if the nature of Landlord's obligation is such that more than thirty (30) days are required for performance, then Landlord shall not be in default if Landlord commences performance within such 30-day period and thereafter diligently prosecutes the same to completion. In the event Landlord defaults in any of its obligations hereunder and Landlord fails to cure same within the cure period set forth above, or in the event Landlord's default incurs a risk of imminent danger of personal injury or property damage, then Tenant shall have the right to itself take such action or may be reasonably required to cure such default and Tenant shall have the right to deduct the cost of such cure from Monthly Payments of Rent next due until Tenant has been reimbursed for the cost of such cure. In the event the total deduction from Monthly Payments through the Termination Date is not sufficient to so reimburse Tenant, then Landlord shall promptly pay any such excess amount to Tenant within ten (10) days after the Termination Date.

**20. QUIET ENJOYMENT.** Landlord warrants that it has the authority to enter into this Lease and that Tenant, while paying Rent and performing its other covenants and agreements shall peaceably and quietly have, hold, and enjoy the Premises without hindrance from Landlord or those claiming by, through or under Landlord.

**21. COMPLIANCE WITH LAWS.** Tenant shall comply with all federal, state and municipal laws, statutes, ordinances and governmental rules, regulations, and requirements now in force or which may hereafter be in force and applicable to Tenant's business operations ("**Applicable Laws**"). Notwithstanding the foregoing or anything else contained in this Lease to the contrary, Tenant shall have no obligation to take any action or incur any costs, disbursements, expenses, or

other liabilities whatsoever in connection with or in any way relating to environmental matters existing as of the Term Commencement Date, whether known or unknown. Tenant's sole responsibility with respect to environmental matters shall be for those matters caused by Tenant at the Premises from and after the Term Commencement Date (a "**Tenant Hazardous Materials Event**"), and with respect to a Tenant Hazardous Materials Event, Tenant shall not be obligated to take any action or incur any costs, disbursements, expenses, or other liabilities whatsoever, except to the extent required to bring the Premises into compliance with Applicable Laws pertaining to such Tenant Hazardous Materials Event.

**22. WAIVER OF JURY TRIAL.** Landlord and Tenant hereby waive trial by jury in any proceeding brought against each other. Any legal proceeding shall be governed by the laws of the State in which the Premises is located and tried in the court system.

**23. ATTORNEYS' FEES.** If there is an Event of Default by Tenant or a default in the performance of any of the provisions of Landlord after applicable notice, cure and grace periods, or any conflict arising from this Lease, and Landlord or Tenant commences litigation, Landlord and Tenant agree that after a final judgment is entered with all appeals waived or exhausted, the non-prevailing party shall pay the prevailing party's reasonable attorneys' fees, expenses and court costs in connection with such litigation.

**24. WAIVER.** No failure of Landlord or Tenant to enforce any terms of this Lease shall be deemed to be a waiver unless in writing signed by Landlord or Tenant, as applicable.

**25. NOTICES.** All notices shall be in writing and be given by nationally recognized overnight carrier service or daytime courier service with records of delivery, with a simultaneous copy delivered via email to the email address(es) noted in Section 1, addressed to the Landlord or Tenant, as the case may be, at the addresses set forth in Section 1 hereof or to such other place as may be designated from time to time by written notice to the other party. Notices shall be deemed given on the date delivered by overnight carrier or daytime courier (or attempted to be delivered by such carrier or courier as reflected by such party's records).

**26. HOLDING OVER.** Landlord may charge one hundred twenty-five percent (125%) of the Base Rent for the first sixty (60) days and two hundred percent (200%) thereafter, due hereunder payable on a monthly basis during the time of such holding over, but all other terms of this Lease shall remain applicable to such holding over.

**27. ESTOPPEL CERTIFICATE.** Within fifteen (15) days of written notice, Landlord or Tenant shall deliver to the requesting party (or any prospective purchaser or mortgagee) a statement certifying (a) that this Lease is unmodified except as specified; (b) the date to which the Rent has been paid, (c) acknowledging that there are not, to such party's knowledge, any uncured defaults on the part of the requesting party, or specifying the defaults if any are claimed, and (d) other information as reasonably requested.

**28. SUBORDINATION.** As to any existing or future mortgage, it is agreed that the rights and interests of Tenant under the Lease shall be subject only to the lien of such mortgage, conditioned upon entering into a mutually agreeable agreement among the existing or future

mortgage holder, Tenant and Landlord, which agreement provides, *inter alia*, that (I) Tenant's rights of possession and all other rights and interest of Tenant under this Lease shall not be disturbed, abrogated, modified or affected so long as no Event of Default exists under this Lease and remains uncured, with the only exceptions being as may be mutually agreed upon in the agreement, and (II) the agreement shall supersede and replace any similar agreement of such existing mortgage holder or its predecessor. Landlord agrees to deliver such agreement from its existing lender in compliance with this Section within thirty (30) days of execution of this Lease and from any future lender prior to recording any mortgage or other loan document.

**29. LIMITED LIABILITY.** No personal liability of any kind shall attach to Landlord or Tenant or either of their respective partners, members, shareholders, directors, or officers.

**30. TAXES.**

(a) Real Estate Taxes. During the Lease Term, Tenant shall pay to Landlord Tenant's Percentage of Town of Reading Real Estate Taxes as Additional Rent, which shall be paid by estimated monthly payments calculated based on one-twelfth (1/12) of the total amount of such Real Estate Taxes payable for the last tax fiscal year ("**Real Estate Taxes**"). Landlord shall take the maximum benefit of any law allowing real estate taxes or assessments to be paid in installments. If taxes upon rentals or any other basis shall be substituted, in whole or in part, for the present ad valorem system of real estate taxes, then term, Real Estate Taxes as used herein shall be deemed modified to the extent to which there is such a substitution for the present ad valorem real estate taxes. Notwithstanding anything to the contrary set forth in this Section 29 or the other provisions of this Lease, the term "Real Estate Taxes" shall not include any of the following: (i) income, intangible, franchise, capital stock, estate or inheritance taxes or taxes substituted for or in lieu of the foregoing exclusions; (ii) any transfer or stamp taxes applicable to the sale of the Land or the Premises by Landlord, or (iii) any late charges or interest payable due to a late payment of Real Estate Taxes unless the late payment is due to Tenant's failure to pay Landlord within the time frame provided above. Landlord shall submit a copy of the tax bill to Tenant at Tenant's Address for Notice set forth in Section 1 hereof. The reconciliation of monthly estimated payments and actual Real Estate Taxes shall be made by Landlord and Tenant following the reconciliation procedure described for Operating Expenses in Section 7 above.

(b) Real Estate Taxes levied against the Premises (aa) and applicable to the calendar year in which the Term Commencement Date occurs, and (bb) applicable to a Lease Year shall each be prorated on an equitable basis, on the basis of time, between Landlord and Tenant following Tenant's or Landlord's payment of the Real Estate Taxes for such year, as applicable. If Real Estate Taxes are payable hereunder on an accrual basis, Tenant's obligations hereunder shall survive the expiration of the Lease Term and Tenant acknowledges and agrees that Tenant shall pay its pro rata share of such Real Estate Taxes that accrue for the final Lease Year in accordance with the provisions hereof following the expiration of the Lease Term upon its receipt of the written request for payment from Landlord together with the required back up.

(c) Contest of Real Estate Taxes. Notwithstanding the foregoing, however, prior to payment, Landlord shall furnish Tenant with copies of all tax bills or assessment notices on the Premises promptly upon receipt thereof and in sufficient time to allow Tenant to determine

whether or not to contest any increase in Real Estate Taxes. If Tenant desires to contest such Real Estate Taxes, Tenant shall have the right to do so at its expense and Landlord shall fully cooperate, at Tenant's cost, with Tenant in any such proceeding if: (a) such proceedings operate to suspend the collection thereof from Landlord, Tenant and the Premises; (b) Tenant shall have furnished such security, if any, as may be required in the proceedings; and (c) Tenant shall give Landlord reasonable notice of, and information pertaining to, such contest and regular progress reports with respect thereto. Tenant agrees that each such contest shall be promptly and diligently prosecuted to a final conclusion.

Landlord shall also have the right to contest Real Estate Taxes if Tenant does not so elect, provided that Landlord shall undertake such protest at its own cost, which costs shall only be reimbursable to Landlord as Operating Expenses if a savings results from such contest (and the reimbursable amount shall not exceed the amount of such savings). In the event that Tenant or Landlord elects to contest the Real Estate Taxes, and is successful in its contest, then Tenant shall have the benefit of the revised amount of Real Estate Taxes and shall be refunded any amounts of Real Estate Taxes paid in excess of the amount of Real Estate Taxes as finally determined, net of any costs of protest not otherwise reimbursed.

(d) Other Taxes Payable by Tenant. Tenant shall pay, before delinquency, all taxes levied or assessed during the Lease Term, upon, measured by or attributable to Tenant's equipment, furniture, fixtures and other personal property located in the Premises. Tenant shall reimburse Landlord upon demand for any and all such taxes paid or payable by Landlord. In no event shall Tenant be obligated to pay or reimburse Landlord for income, intangible, franchise, capital stock, estate or inheritance taxes or taxes substituted for or in lieu of the foregoing exclusions. If Tenant desires to contest such taxes, Tenant shall promptly notify Landlord and Tenant shall have the right to do so at its expense and Landlord shall fully cooperate, at Tenant's cost, with Tenant in any such proceeding. If, during Tenant's contest of such taxes, contested taxes are required to be paid into court or directly to the taxing authority so as to avoid a tax lien on Landlord's title to the Premises, Tenant shall pay such contested tax amount either directly to the taxing authority or the court as required.

### 31. MISCELLANEOUS.

(a) The headings herein are for convenience and in no way describe the scope or intent of any Section. Any indemnification for the benefit of Landlord or Tenant shall include the respective lenders, trustees, directors, beneficiaries, shareholders, agents, affiliates, members, managers, partners, and employees. The terms person, Tenant and Landlord or any pronoun used in place thereof shall include the masculine or feminine, the singular or plural number, individuals, firms, and corporations according to the context hereof. The use of the words "including" or "include" or words of similar import in this Lease means "including, without limitation". The term "Affiliate" means (i) any wholly owned subsidiary of an entity or other party or parent entity, (ii) any entity succeeding to all or substantially all of the assets of Tenant, inclusive of where such succession results from a consolidation or merger, (iv) any entity to which all or substantially all of the assets or ownership interests of an entity have been sold or otherwise transferred, and (v) a trust, limited partnership, limited liability company, or other entity established for estate planning purposes primarily for the benefit of the transferring party and/or such party's family members.

(b) If any one of the provisions herein is judged unenforceable, all other provisions shall remain in full force and effect. Time is of the essence for this Lease and all of its provisions.

(c) This Lease has been freely negotiated between the parties and in any controversy over the interpretation of anything contained herein, there shall be no presumption or conclusion drawn against either party by virtue of that party having drafted that section of the Lease. This Lease contains the entire agreement of the parties, supersedes any previous understanding or agreement of the parties, oral or written, and may not be modified except in writing.

(d) This Lease shall be governed by and construed pursuant to the laws of the Commonwealth of Massachusetts. The parties consent to the exclusive jurisdiction of the courts located within the County of Suffolk in the Commonwealth of Massachusetts in connection with any dispute arising under this Lease.

(e) This Lease may be executed in any number of counterparts, or separately signed and assembled as one counterpart, and may be signed and/or transmitted by facsimile, electronic mail of a .pdf document, or electronic signature technology (e.g., via DocuSign or similar electronic signature technology), and each of which shall be deemed to be an original, and all of which together shall be deemed to be one and the same instrument. The parties further consent and agree that (i) to the extent a party signs this Lease using electronic signature technology, by clicking "SIGN" (or similar election), such party is signing this Lease electronically, and (ii) the electronic signature(s) appearing on this Lease shall be treated, for purposes of validity, enforceability and admissibility, the same as handwritten signatures. Each of Landlord and Tenant intends to be bound by electronically generated signatures and/or by signature(s) on the facsimile or electronically imaged document, is aware that the other party will rely on such signature(s) and hereby waives any defenses to the enforcement of the terms of this Lease based on the form of signature(s).

(f) Each party warrants that it has not dealt with any broker or other party that is due any commission or fee in connection with this Lease, except for the Broker noted in Section 1 (Summary of Basic Terms), and each party indemnifies and holds the other harmless from all liability and expense as a result of any alleged breach of such warranty. The Broker shall be paid its commission by Landlord pursuant to a separate agreement between Landlord and Broker.

(g) The covenants and agreements of Landlord and Tenant shall be binding upon and inure to the benefit of each of them and their respective heirs, administrators, successors, and assigns.

(h) Tenant and Landlord represent and warrant to each other that it is not listed, nor is it owned or controlled by, or acting for or on behalf of any person or entity, on the list of Specially Designated Nationals and Blocked Persons maintained by the Office of Foreign Assets Control of the United States Department of the Treasury, or any other list of persons or entities with whom Landlord is restricted from doing business ("OFAC List").



**32. SIGNAGE.** Tenant shall have the right, but at Tenant's sole cost and expense, to install, maintain, repair, and replace the following: (a) without Landlord's consent, any signage in the same size and location as Existing Tenant on or about the Building and any signage on monument(s), including the monument adjacent to Walkers Brook Drive, all subject to compliance with Applicable Laws; and (b) any other signage on or about the Building, with Landlord's prior written consent, which shall not be unreasonably withheld, delayed, or conditioned.

**33. FORCE MAJEURE AND DELAYS.** In the event that either party hereto shall be delayed in the performance of its obligations by reason of failure or interruption of its obligations caused by acts of God, war, civil commotion, labor difficulties, pandemics, epidemics, governmental authorities' directives, orders or other requirements including closures, shortages of labor, materials or equipment, emergencies, government regulations, breakage, accident, strikes, inability by exercise of reasonable diligence to obtain supplies or services or for any cause or causes beyond its reasonable control (collectively sometimes herein called "Force Majeure"), then such obligation shall be excused for the period of the delay.

**34. INTERRUPTION.** Notwithstanding Section 33 above or anything else to the contrary contained in this Lease and except for (i) damage caused by a fire or other casualty or damage caused as a result of any taking under the power of eminent domain, which are addressed by other provisions of the Lease, or (ii) if (a) electric, water, sewer or any other Building utility, service or system, or parking or legally compliant access to the Premises are interrupted or suspended for any reason and (b) Tenant's use for the operation of its business in the ordinary course is impaired (an "Interruption/Suspension") and the same is not corrected within the Interruption Cure Period, as hereinafter defined, then Rent shall equitably abate until such Interruption/Suspension is corrected. The "Interruption Cure Period" shall be defined as ten (10) consecutive days after Tenant's written notice to Landlord of the condition causing the Interruption/Suspension. In the event such condition causing the Interruption/Suspension is not corrected within sixty (60) days after the date on which Tenant notifies Landlord of such condition as aforesaid, Tenant may terminate the Lease by giving written notice thereof to Landlord at any time prior to the correction of the condition causing the Interruption/Suspension; provided, however, that such notice of termination shall not be effective prior to the date specified in such notice, which date shall not be earlier than thirty (30) days after Tenant's termination notice to Landlord and if such condition causing such Interruption/Suspension is corrected by such termination effective date, then that termination notice shall be void and without further force or effect, and this Lease shall continue as though Tenant had not given such termination notice.

**35. PARKING.** Tenant, its employees, agents, customers and invitees, throughout the Term of this Lease, as it may be extended, shall have the use of all the parking spaces on the Property, shown in Exhibit A-1, ("Property Parking Spaces"), in common with Longhorn, or any future tenant or tenants occupying the Adjacent Building, and subject to the Cross-Easement Agreement as described in Section 2 hereof. With Tenant's knowledge and consent, Landlord has allowed IONNA, LLC, to rent ten parking spaces to be used for three electric vehicle (EV) charging stations serving two vehicles each, its associated electrical equipment and landscaping (about two spaces) and required handicap access (about two spaces), under a contract last amended on July 7, 2025 (the "IONNA Contract"). The spaces permitted to be used by IONNA (the "IONNA Spaces") are shown in Exhibit B-1 and in more detail in Exhibit B-2. Non-charging cars will not be

prohibited from parking in the IONNA Spaces and the IONNA Spaces will contain clear notice identical or similar to IONNA's standard signage, "EV Charging Preferred, Everyone Welcome." In consideration of Tenant's having agreed to the IONNA Spaces, Landlord will pay to Tenant the development fee of \$50,000, which is payable by IONNA to Landlord pursuant to the IONNA Contract, which development fee shall be due and payable within thirty (30) days after the date Tenant opens for business to the public. Alternatively, the development fee shall be paid to Tenant directly by IONNA.

Landlord further agrees that, except for the above, no portion of any parking areas on the Property, including the existing landscaping and curbing within and bordering the parking areas, driving aisles, and parking spaces, all as existing on the Effective Date, shall be modified, reduced, reconfigured, or repurposed during the Term, without Tenant's consent.

Notwithstanding the above, Tenant acknowledges that about twenty employees who work at 55 Walkers Brook Drive ("55 WBD"), a five-story office building shown as Lot 1 on the Cross-Easement Agreement, have been parking in the south end of the Property parking lot between the hours of approximately 8:00 am – 6:00 pm based on informal (but non-binding) discussions with Landlord. To Landlord's knowledge, this has not caused any inconvenience to either the Existing Tenant or to Longhorn. However, if requested by Tenant, Landlord shall enforce its right to prohibit such parking by persons who are not employees or invitees of Tenant or Longhorn (or any tenant or occupant of the Adjacent Building) with appropriate signs.

As an alternative, subject to Tenant's approval, which approval may be granted or withheld in Tenant's sole discretion, Landlord agrees that it will use good faith efforts to secure for Tenant a right to park in the eleven spaces in front of 55 WBD that are nearest to the entrance to Tenant's Building from 6:00 pm – midnight and on weekends in return for Tenant and Landlord allowing approximately the same number of employees of 55 WBD being allowed to continue parking at the south end of the Property parking lot from 8:00 am – 6:00 pm. The exact form of any such agreement with 55 WBD, if successful, shall be decided by the Landlord and the owner of Lot 1, with the advice and subject to consent of Tenant.

**36. DISPUTE RESOLUTION.** If a dispute concerning any provision of this Lease arises, the parties agree to make reasonable efforts to resolve it amicably between themselves. If such a dispute shall continue for more than seven days after written notification, then the parties agree to use good faith efforts during thirty (30) days thereafter to engage in at least one session of mediation before bringing legal action (but failure to reach agreement or settlement during such mediation shall not be a bar to legal action). If legal action is taken by either party, then the prevailing party shall be entitled to legal fees from the non-prevailing party.

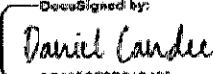
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*SIGNATURE PAGE FOLLOWS*

IN WITNESS WHEREOF, the parties have executed this Lease as of the Date of this Lease.


**Landlord:**

CIL Walkers LLC,  
a Massachusetts limited liability company

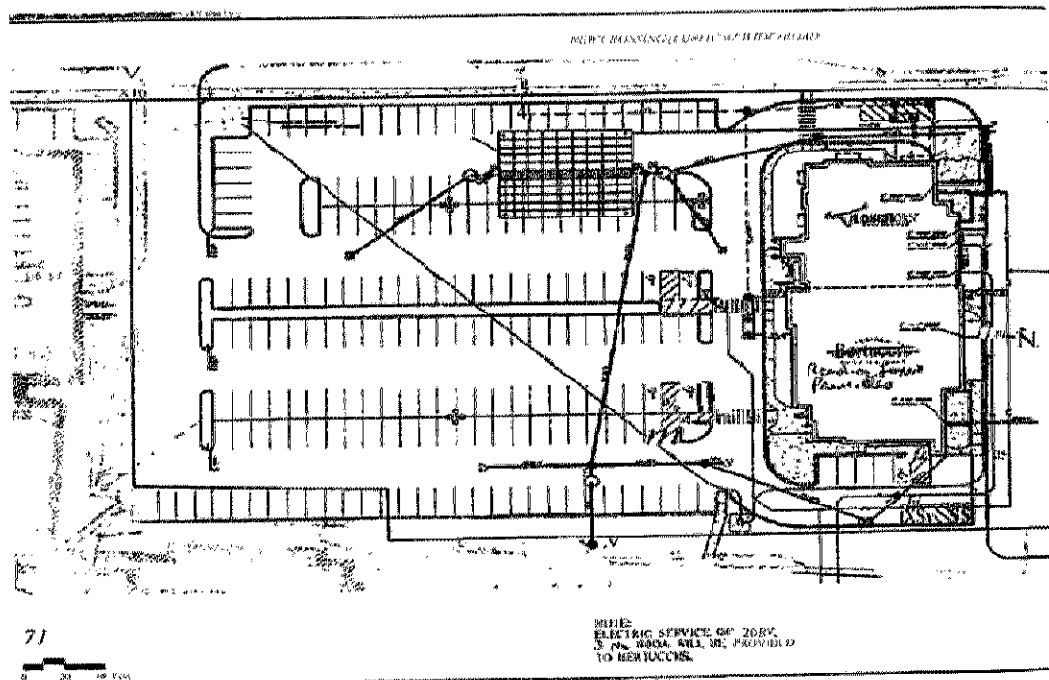
By:   
Daniel Candee,  
its Manager  
Duly Authorized

**Tenant:**

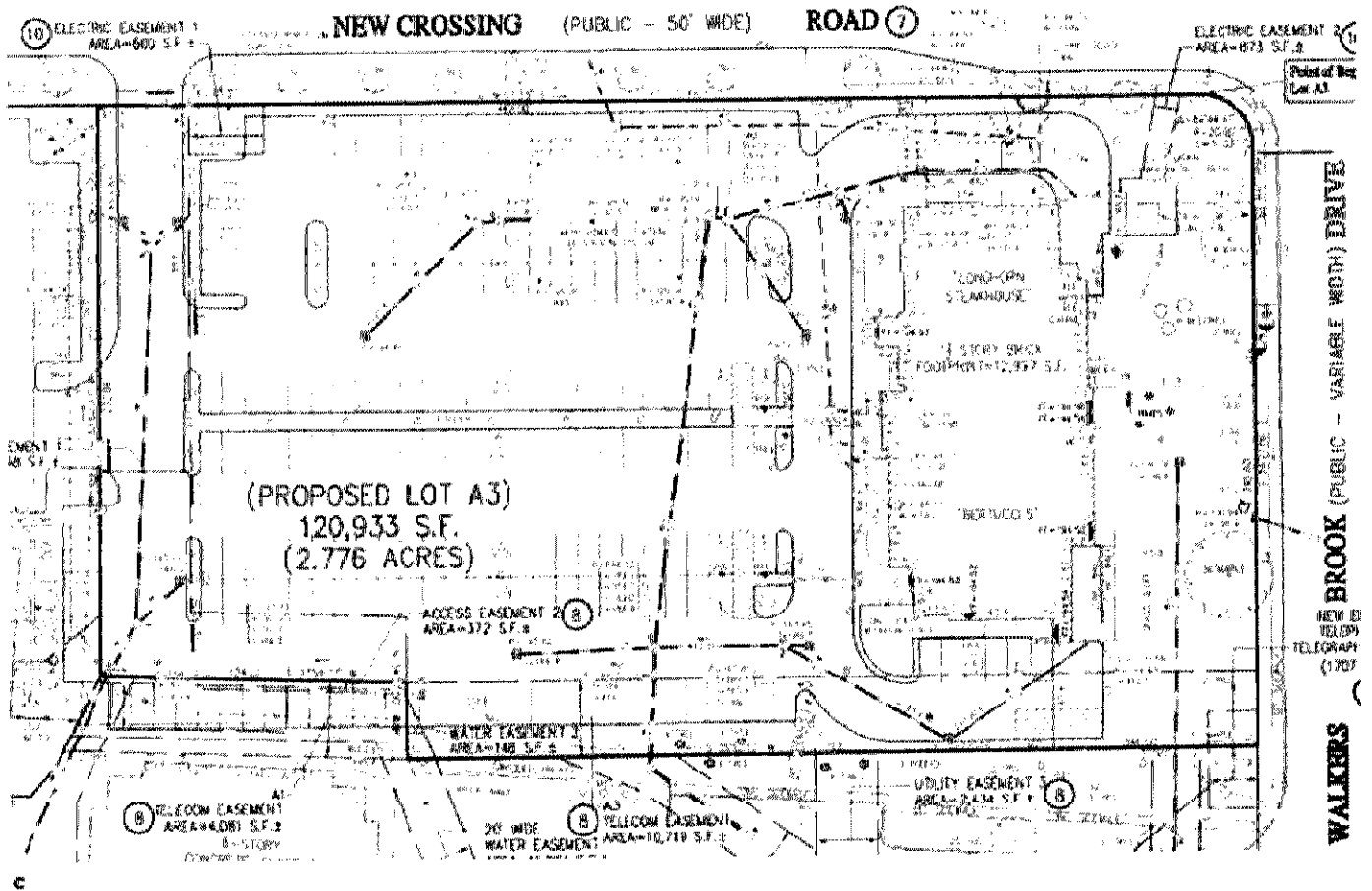
Reading Forno LLC,  
a Massachusetts limited liability company

By:   
Angelo Perrina,  
its Manager  
Duly Authorized

**EXHIBIT A**  
**PLAN OF PREMISES**

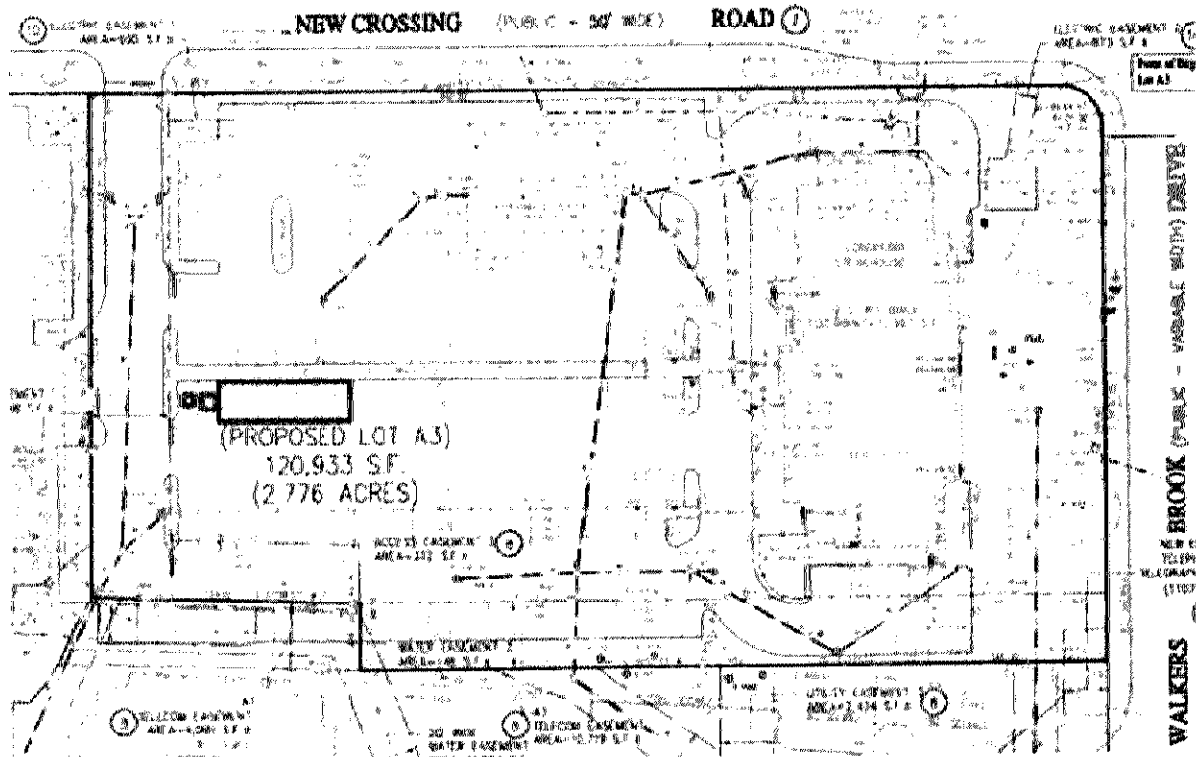


# **EXHIBIT A-1** **PROPERTY PLAN**



**EXHIBIT B-1**

**LOCATION OF EV CHARGING STATIONS AND EQUIPMENT**





**EXHIBIT C**

**DEFINITION OF GROSS SALES**

**"Gross Sales"** means, exclusive of the Gross Sales Exclusions defined below, the amount paid by Tenant's customers (a) at the Premises, or (b) for pick-up at the Premises, or (c) for delivery directly from the Premises, in each case, for Tenant's food and beverages and Tenant's merchandise.

There shall not be included, or if included in the calculation of Goss Sales, there shall be deducted, as the case may be, the following (collectively, **"Gross Sales Exclusions"**): (i) the total amount of refunds or credits after sales to customers; (ii) the amount of any city, state or federal taxes or meals, use or luxury taxes or sales taxes or retailer's excise taxes or similar tax which are separately added by Tenant to the sales price or added or absorbed in the sales price; (iii) exchanges among Tenant and its Affiliates; (iv) returns to shippers, manufacturers, or suppliers; (v) sales of fixtures, furniture and equipment and other property, including personal property; (vi) charges paid by Tenant to credit card companies or third parties, including without limitation, PayPal, Applewallet, Venmo, or other third party providers through electronic transmission; (vii) tips or gratuities paid to employees of Tenant either in cash or by electronic transmission or otherwise; (viii) the amount of consideration paid to employees or third parties in relation to employee retention programs, whether for team building or otherwise; (ix) meals provided to employees at no cost or meals provided to others for promotional purposes; (x) debts on account; (xi) amounts collected from Tenant by a third party, including, without limitation, an insurance company or contractor; and (xii) unredeemed gift certificates until the earlier of redemption or expiration.



## EXHIBIT D

### 2023-2024 OPERATING EXPENSES

Walkers NNN 2024

	2023	2024	Bert 55%
Common Electric	2,506	2,853	
Water	1,728	1,729	
Landscape	13,210	16,778	
Repairs & Mainten.	1,300	582	
Insurance	5,012	5,208	
Snow	24,592	27,100	
Management*	24,266	24,266	
Amortz 1 (3of15)**	1,159	1,159	
Amortz 2 (3of20)	258	258	
Amortz 3 (3of10)	441	441	
Total CAM	76,495	80,374	44,205
Real estate tax FY2025		84,002	46,201

\*\* Amortization

Item #	Item	Year	Cost	Life	Per yr
1	Install LED parking lot lights	2019	17,398	15	1,159
2	Remove dead trees & branches	2019	5,170	20	258
3	Install planter bed in front lawn	2019	4,415	10	441

Title	Sent on behalf of Sheryl C. Starr, Esq. - Toscana Forno...
File name	Toscana_Forno_Lea...e__Reading_MA.pdf
Document ID	83d205a192d0d09a6dcd40b24d17d7d1e86509c0
Audit trail date format	MM / DD / YYYY
Status	* Signed

### Document History



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Sent for signature to Angelo Perrina  
[REDACTED] from docusign@bg-llp.com  
IP: 50.230.3.42



**08 / 22 / 2025**  
15:23:20 UTC-4

Viewed by Angelo Perrina [REDACTED]  
IP: 174.192.1.11



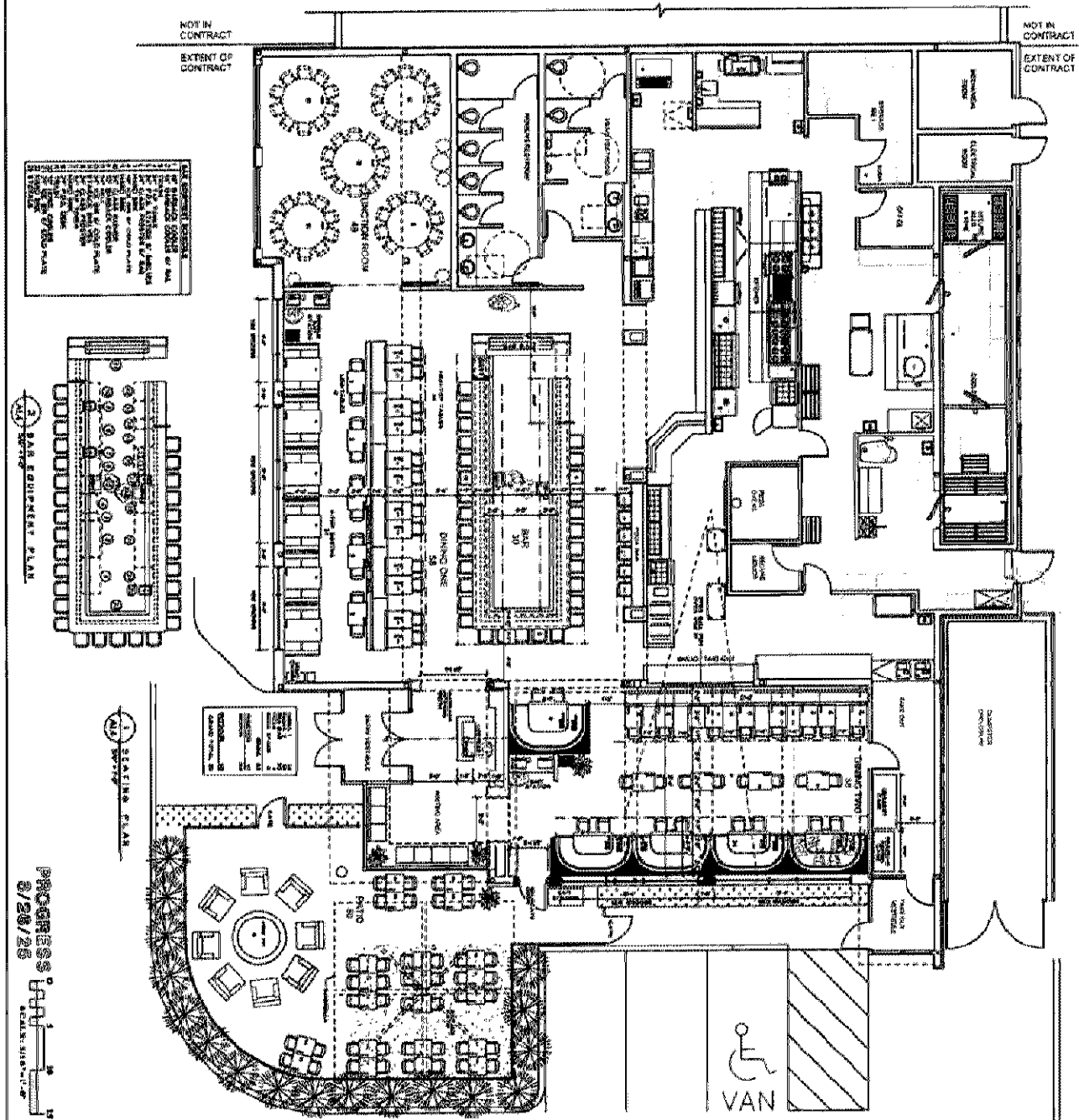
**08 / 22 / 2025**  
15:23:36 UTC-4

Signed by Angelo Perrina [REDACTED]  
IP: 174.192.1.11



**08 / 22 / 2025**  
15:23:36 UTC-4

The document has been completed.



PROGRESS PLAN  
8/28/28  
SCALE: 1/8" = 1'-0"

<p>SEATING &amp; BAR EQUIPMENT PLAN</p> <p>A1.4</p>	<p>HARRISON MULHERN ARCHITECTS</p> <p>551 Main Street, Suite 200 Worcester, MA 01609 t. 781-729-9700 f. 781-729-9075 email: hma@harrisonmulhern.com</p>	<p>TOSCANA</p> <p>TOSCANA FORNO READING</p> <p>IMPROVEMENTS</p> <p>40 Walnut Street Drive Reading, MA 01867 JLV Interiors, Peabody, MA</p>	<p>103</p>
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## **TOSCANA FORNO**

### **Liquor Service Policies**

*Toscana Forno* is dedicated to the responsible service of alcoholic beverages. The sale and handling of alcoholic beverages carry with it serious responsibilities under state and local laws. All employees are required to strictly abide by these laws and this Alcohol Service and Beverage Policy to ensure that *Toscana Forno* maximizes its efforts to protect patrons and the public from alcohol abuse. The Policy and Service Guidelines are subject to change. These policies are adopted to satisfy any obligation to have a written policy. This policy lists certain minimum standards. However, there is no substitute for caution and prudence on the part of the employees serving the public. Each employee must adhere to all applicable laws, regulations and policies imposed by the Town, State or Federal Government. Adherence to this policy by all personnel is compulsory. Any disregard of this policy is grounds for immediate dismissal and other sanctions and liabilities.

If the employee has any questions or problems as to the application, interpretation or enforcement of this policy, the employee shall immediately consult with the manager on duty.

#### **A. General Policy**

*Toscana Forno* 's policy is to deny the sale of any alcoholic beverage to any person (1) below the legal drinking age of twenty-one (21) years of age, or (2) who appears intoxicated or materially impaired due to alcohol consumption. Employees shall comply with the Service Guidelines set forth in Section B below and the training requirements set forth in Section C below. In circumstances where age identification does not comply with the requirements set forth below in Section B-4, service must be denied. In any circumstance where there is any question or perception of intoxication, service must be denied. If there are questions, a server must consult with the manager. As used in this policy, "server" includes a waiter, waitress and bartender.

#### **B. General Service Guidelines**

1. **Service Times:** Please refer to Town Issued License for beginning of service; service will stop thirty minutes prior to stop time indicated on Town Issued liquor license or applicable policies.
2. **Serving Portions:** An alcoholic beverage serving shall not exceed the following single portion sizes, unless approved by management:
  - *Beer:* 24 ounces
  - *Mixed Cocktail:* 1.75 ounces of 100 proof liquor
  - *Wine:* 8 ounces
3. **General Rules:** The server shall enforce the following rules:
  - A. No server shall serve so-called *shooters* or *shots*.

- B. No patron shall be allowed to drink excessively.
  - C. No patron of legal age shall have more than one drink for his or her use at the table at a time.
  - D. One patron may not order or hold drinks for another patron to circumvent this rule.
  - E. A patron may not order a drink at last call if that patron already has an alcoholic beverage in their possession.
  - F. All patrons must be present at the time of ordering an alcoholic beverage.
  - G. No patron shall take a drink into or out of the licensed premises.
  - H. No patron shall allow a minor to drink any of the adult's drink.
  - I. No server shall serve a drink to the patron of another server.
  - J. If a person is under the influence of alcohol when entering the restaurant, that person will not be served alcohol.
4. Identification Requirements
- A. *Acceptable Documents:* All identification must be official documents issued and sealed by a government entity and contain a clear photo, description and date of birth. *Toscana Forno* will only recognize valid State identification, passports, and military identification cards.
  - B. *Verification Documents:* A Massachusetts Driver's License Book will be kept at the bar.
  - C. *Verification Guidelines:* Some guidelines to verify the authenticity of a driver's license include:
    - The card expiration date – do not accept the license if it has expired
    - Glue lines or uneven surfaces by the picture or birth date – often indicate tampering.
    - Consistency of numbers – the typeset for the birth date and expiration date should match lettering used on the rest of the license.
    - The state logo – a partially missing state logo is a sign of a fake card.
    - Pin hole on the surface – bleach may have been inserted to "white out" certain aspects of a date.

- The card's reverse side lettering is blurred – counterfeiters often photocopy the reverse side of a license.
- Someone else's card – make sure the phot, height and weight match the person requesting service.

If there is any doubt or concern with regard to verification, the server should require a second piece of identification, question the cardholder about basic information or request assistance from the manager or supervisor on duty. If despite further inquiry there remains any reasonable doubt as to the identity verification, service shall be refused.

- D. **Target Age for Carding** – *Toscana Forno* servers are required to request proof of age with valid identification documents for all patrons reasonably appearing to be under the age of thirty (30) years.

5. **Signs of Impairment:** Pursuant to Section C herein, all employees serving alcoholic beverages shall be trained to recognize the signs of alcohol impairment. Impairment is defined as a lessening or the absence of a particular physical or mental function. Four behavioral cues that help monitor changes in behavior of persons consuming alcohol are:

- **Lowered Inhibitions** – persons with lowered inhibitions can become talkative, talk loudly, become overfriendly, relaxed or argumentative.
- **Faulty Judgment** – persons showing faulty judgment may use foul language, behave inappropriately, or annoy others.
- **Slowed Reactions** – persons with slowed reactions may slur their speech, have glassy or unfocused eyes, forget things, or lose their train of thought.
- **Poor coordination** – stumbling, swaying, falling, spilling drinks, dropping items, and problems sitting up can indicate a loss of coordination.

Because persons who drink regularly can have a higher tolerance to alcohol, these cues may be less obvious, requiring heightened awareness.

6. **Complimentary Beverages:** As a general rule, only the Manager may provide complimentary beverages to patrons. Employees must have the express personal approval from the Manager prior to serving any complimentary beverages. All limits in these policies apply to patrons receiving complimentary beverages.
7. **Employees:** Each employee shall be provided a copy of this Alcoholic Beverage Service Policy Handbook as part of his/her required training material and must read it and is required to read and sign an Alcohol Policy Acknowledgment Form prior to serving any alcoholic beverages. The manager or supervisor is required to collect and submit all Alcohol Acknowledgment Forms. If an employee violates this

alcoholic beverage policy, the individual may be terminated and at *Toscana Forno's* sole discretion may be subjected to liability and other sanctions.

8. Minimum Serving Age of Employees: Any individual in a position to serve alcoholic beverages must be at least eighteen years of age. No employee under the age of 18 shall serve, clear or otherwise handle alcoholic beverages.
9. Refusal of Service: A server shall refuse to serve any patron who is approaching a condition of "Under the Influence". Under no circumstances may an alcoholic beverage be served to a patron below the age of 21 years or who appears to be intoxicated, regardless of the patron's apparent age. Before refusing the sale of any alcoholic beverage, a supervisor/manager should be notified; and if necessary, security contacted. To the extent possible, if a manager has been notified that alcohol has been refused, a manager (or an acting manager) should complete an Alcoholic Incident Report at the end of an event.

### **C. Alcohol Server Training**

#### **1. Training Program Standard**

All service employees must complete an alcoholic beverage service training program approved by the state. ServeSafe Alcohol and TIPS (Training for Intervention Procedures) are two examples of such programs.

Servers of alcoholic beverages are required to successfully complete a server training course approved by the National Restaurant Association or other agency that the Town of Reading, Massachusetts, requires. Certification is required within three months of becoming employed in a position where they are serving alcohol to customers. There must be a certified employee on the premises at all times.

All persons required to successfully complete an alcohol management or server training course must be successfully retrained prior to the end of the certification period. The manager shall certify annually to the Licensing Authority at the time of the renewal of the license that the licensee, manager, and all employees meet this requirement. Certificates shall be kept on file and available for inspection upon request.

2. Other Required Trained Personnel On-Site: All Managers must have certified training. In addition, all of the Managers should periodically obtain copies of the applicable liquor laws, regulations and policies from the Town of Reading Select Board and State Alcoholic Beverage Control Commission.

#### **3. Training Frequency**

New Employees – All new employees serving alcoholic beverages will be allowed thirty (30) days to complete a certified training program and sign an Alcohol Training Acknowledgment Form.

Existing Employees – All existing employees serving alcoholic beverages are required to become recertified in the company's new training program prior to the expiration period of their last company provided session.

**D. General Matters**

1. **Deliveries:** Deliveries of alcohol to the restaurant shall be accepted only during general business hours and shall be made in a manner so as not to disrupt neighbors or interfere with traffic or parking, and in any event shall comply with the Town of Reading Liquor Policies, as amended.
2. **Governmental Inspections:** The restaurant is subject to inspection by the police, the liquor licensing authority, and other duly authorized agents of the licensing authority. Any hindrance or delay of such inspection caused by an employee shall be cause for action against the employee. If a representative of the police or licensing authority is seen at the premises, the employee shall inform the manager.
3. **No Alcohol Consumption by Staff:** No manager or other employee shall consume any alcoholic beverages while on duty. No employee shall consume any alcoholic beverages on the premises after the official closing hour.
4. **Keeping Good Order:** Toscana Forno shall not tolerate any disorder, disturbance or illegality of any kind in the restaurant or parking lot. Every employee shall advise the manager immediately if they observe or learn of any disorder, disturbance, illegality, or indecent or immoral conduct of any kind taking place or likely to take place in or on the restaurant or parking lot.
5. **Prohibition Against Bringing Alcoholic Beverages on the Premises:** Employees shall see that no alcoholic beverages are brought in the restaurant by patrons or otherwise, except for commercial deliveries to the restaurant for the operation of the business as controlled by the laws, rules and regulations of the Commonwealth of Massachusetts.
6. **Duty to Report an Attempt to Purchase by a Minor:** Every server and bartender shall report immediately to the manager any attempts (a) by a person any time to purchase alcohol while being underage, or attempts to use an altered or forged identification for the purpose of purchasing alcohol or (b) suspected attempts by an adult to purchase alcohol for a minor. The manager shall advise the police.
7. **Hours of Service of Alcohol:** As indicated on the Town of Reading, Massachusetts Common Victuallers License.
8. **Orderly Closing:** Licensee shall ensure that patrons leave the premises in an orderly manner. There shall be no sale of alcoholic beverages or food after the times stated on the Town of Reading, Massachusetts, liquor license. Sale shall be defined as delivery of alcoholic beverages or food to the customer. All tables and service locations shall be cleared of alcoholic beverages within thirty minutes of closing.



9. Requirements for Service of Food and Drink: In licensed premises, all food and drink service shall conform to the following: Food shall be served on china, pottery or other solid dinnerware and shall use metal silverware. No plastic or paper dinnerware or silverware is permitted. Alcohol must be served in glass or pottery containers only. No paper, plastic or other containers will be used for service. Pitchers or carafes of beer or wine with a capacity of 750 ml or less will be permitted.
10. List of Alternative Transportation: Toscana Forno will maintain a list of the telephone numbers of local taxicab companies and/or rideshare services. Employees assist patrons by making calls to arrange a taxicab or arranging a rideshare on a customer's behalf or provide phone numbers to customers upon request.
11. Prohibition of taking Alcoholic Beverages from the Premises – Exceptions: There shall be no alcoholic beverages taken from the premises, except for deliveries for the operation of the business as controlled by the laws, rules and regulations of the Commonwealth of Massachusetts, and with the exception of partially consumed bottles of wine which are purchased with a meal and resealed in accordance with 204 CMR 2.18 of the Regulations of the Alcoholic Beveragers Control Commission.

9/1/2025

**ALCOHOL POLICY ACKNOWLEDGMENT FORM**

I have received and read a copy of Toscana Forno's printed handbook entitled "Liquor Service Policy" and understand the provisions herein. Where necessary I have sought explanation from management. I hereby agree to adhere to this policy.

I understand that failure to comply with this Liquor Service Policy may result in the immediate termination of my employment and /or other sanctions.

Employee Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

## Josh Latham

**From:** customerservice@nCourt.com  
**Sent:** Monday, September 15, 2025 5:02 PM  
**To:** Josh Latham  
**Subject:** Receipt from nCourt

### YOUR RECEIPT >>

Please include the payment receipt with your application. Thank you.

<b>Paid To</b>
Name: Massachusetts Alcoholic Beverages Control Commission - Retail
Address 1: 95 Fourth Street, Suite 3
City: Chelsea
State: Massachusetts
Zip: 02150

<b>Payment On Behalf Of</b>		
First Name: Angelo	Last Name: Perrina	
Address 1: 23 Upton Street		
City: Peabody	State/Territory: MA	Zip: 01960
Phone: (978) 804-4764		

Description	Applicant, License or Registration Number	Amount
FILING FEES-RETAIL	Reading Fomo LLC	\$200.00

**Receipt Date:** 9/15/2025 5:01:39 PM ET  
**Invoice Number:** 0f821cfc-3020-43cd-a270-a22b3202392b

**Convenience Fee:** \$5.18  
**Total Amount Paid:** \$205.18

<b>Billing Information</b>	<b>Credit / Debit Card Information</b>
Organization Name: Latham Law Offices LLC	Card Type: American Express
Address 1: 643 Main Street	Card Number: [REDACTED]
City: Reading	
State/Territory: MA	
Zip: 01867	
Phone Number: (781) 942-4400	
Email: joshlatham@lathamesq.com	

### IMPORTANT INFORMATION >>

Please verify the information shown above. Your payment has been submitted to the location listed above.

## **AFFIDAVIT OF SERVICE**

I, **JOSHUA E. LATHAM**, attorney for the applicant, Reading Forno LLC  
("Applicant"), hereby certify that in accordance with G.L.c. 138, § 15A:

1. On September 23, 2025 the attached *Legal Notice* of public hearing on Applicant's application for a new All Alcohol Restaurant License for the premises at 45 Walkers Brook Drive, Reading, Massachusetts ("Premises"), was published in the Daily Times Chronicle, an attested copy of which is attached as Exhibit A;
2. On September 23, 2025 I caused a true, accurate and complete copy of said Legal Notice to be served by registered mail, postage prepaid, to all persons appearing upon the Assessors' List as abutters, attached as Exhibit B;
3. There are no schools, churches or hospitals within a 500' radius of the Premises as contemplated by G.L.c. 138, §15A; and
4. An attested copy of the Legal Notice mailed to abutters, together with registered mail receipts, are attached as Exhibit C.

Signed under the pains and penalties of perjury this 2nd day of October, 2025.

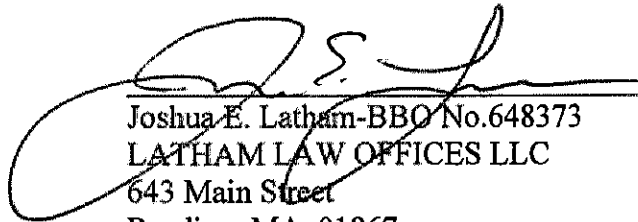
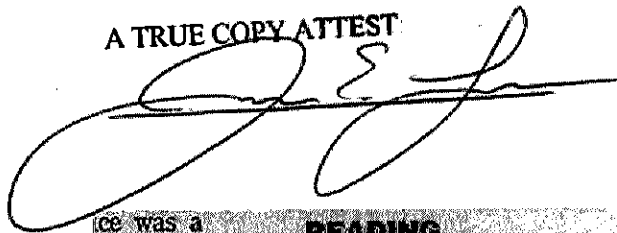
  
Joshua E. Latham-BBO No.648373  
LATHAM LAW OFFICES LLC  
643 Main Street  
Reading, MA 01867  
(781) 942-4400  
[JoshLatham@lathamesq.com](mailto:JoshLatham@lathamesq.com)

EXHIBIT A  
Published Legal Notice

A TRUE COPY ATTEST



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## READING LEGAL NOTICE

### LEGAL NOTICE



### TOWN OF READING PUBLIC HEARING

#### TO THE INHABITANTS OF THE TOWN OF READING:

Please take notice that the Select Board of the Town of Reading will hold a public hearing on Tuesday, October 7, 2025 at 7:00 PM in the Select Board Meeting Room at Town Hall, 18 Lowell Street, Reading, MA or also available remotely on Zoom to act on a new License Application for an Annual All-Alcohol Restaurant License located at 45 Walker's Brook Drive, Reading, MA from Reading Palms LLC db/a Toscana Forno.

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

All interested parties are invited to attend the hearing in person or remotely via Zoom, or may submit their comments in writing or by email prior to 6:00 p.m. on September 18, 2025 to [townmanager@readingma.gov](mailto:townmanager@readingma.gov).

By order of

Matthew A. Krangelis, Esq.  
Town Manager

8-23-25

ere.com

EXHIBIT B  
Abutters List

25 WBD LLC  
AHOLD FINANCIAL SERVICES  
PO BOX 6500  
CARLISLE. PA 17013

25 WBD LLC  
AHOLD FINANCIAL SERVICES  
PO BOX 6500  
CARLISLE. PA 17013

55 WALKERS BROOK DR OWNER LLC  
C/O AVISON YOUNG  
2001 K ST N.W. SUITE 200  
WASHINGTON . DC 20006

55 WB ACQUISITIONS LLC  
RUBENSTEIN PARTNERS 71 THIRD AVENUE  
BURLINGTON. MA 01803

CIL WALKERS LLC  
42 MONUMENT STREET  
CONCORD. MA 01742

DANIS GEORGE E TR  
DANIS READING REALTY TRUST  
PO BOX 672  
READING. MA 01867

HD DEVELOPMENT OF MARYLAND INC  
HOME DEPOT USA INC  
2455 PACES FERRY RD PO BOX 105842  
ATLANTA. GA 30339

JORDAN'S FURNITURE INC  
ATTN A/P DEPARTMENT  
450 REVOLUTIONARY DRIVE  
E. TAUNTON. MA 02718

SNH 30 NEWCROSSING INC  
REIT Management & Research  
255 Washington St #235 Dan C  
Newton. MA 02458

TWO WALKERS BROOK CROSSING LLC  
C/O THE WILDER COMPANIES  
800 BOYLSTON STREET SUITE 1300  
BOSTON. MA 02199





*Patriot Properties*

# Reading

## Abutters List

09/16/2025

2:57:05PM

**Filter Used:** DataProperty.AccountNumber in (3016,3012,3015,2089,3305,3306,3013,3014,3129,3010)

## Subject Parcel ID: 45 Walkers Brook Drive Report

## Subject Property Location:

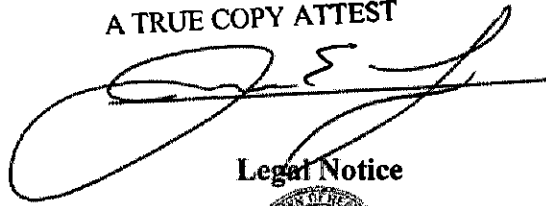
ParcelID	Location	Owner	Co-Owner	Mailing Address	City	State	Zip
012.0-0000-0132.0	NEWCROSSING RD	55 WB ACQUISITIONS LLC		RUBENSTEIN PARTNERS 71	BURLINGTON	MA	01803
017.0-0000-0012.0	1 GENERAL WAY	DANIS GEORGE E TR	DANIS READING REALTY TR	PO BOX 672	READING	MA	01867
017.0-0000-0014.0	25 WALKERS BROOK DR	25 WBD LLC	AHOLD FINANCIAL SERVICE	PO BOX 6500	CARLISLE	PA	17013
017.0-0000-0015.0	55 WALKERS BROOK DR	55 WALKERS BROOK DR OWNER I	C/O AVISON YOUNG	2001 K ST N.W. SUITE 200	WASHINGTON	DC	20006
017.0-0000-0016.0	39 WALKERS BROOK DR	CIL WALKERS LLC		42 MONUMENT STREET	CONCORD	MA	01742
017.0-0000-0017.0	30 NEWCROSSING RD	SNH 30 NEWCROSSING INC	REIT Management & Research	255 Washington St #235 Dan	Newton	MA	02458
017.0-0000-0018.0	WALKERS BROOK DR	25 WBD LLC	AHOLD FINANCIAL SERVICE	PO BOX 6500	CARLISLE	PA	17013
017.0-0000-0132.0	20 WALKERS BROOK DR	TWO WALKERS BROOK CROSSING	C/O THE WILDER COMPANY	800 BOYLSTON STREET SUIT	BOSTON	MA	02199
018.0-0701-0003.0	60 WALKERS BROOK DR	HD DEVELOPMENT OF MARYLANE	HOME DEPOT USA INC	2455 PACES FERRY RD PO E	ATLANTA	GA	30339
018.0-0702-0003.0	50 WALKERS BROOK DR	JORDAN'S FURNITURE INC	ATTN A/P DEPARTMENT	450 REVOLUTIONARY DRIVE E.	TAUNTON	MA	02718

Parcel Count: 10

End of Report

EXHIBIT C  
Attested Copy of Mailed Notice

A TRUE COPY ATTEST



Legal Notice



**Town of Reading**

To the Inhabitants of the Town of Reading:

Please take notice that the Select Board of the Town of Reading will hold a public hearing on Tuesday, October 7, 2025 at 7:00 PM in the Select Board Meeting Room at Town Hall, 16 Lowell Street, Reading, MA or also available remotely on Zoom to act on a new License Application for an Annual All-Alcohol Restaurant License located at 45 Walkers Brook Drive, Reading, MA from Reading Forno LLC, d/b/a Toscana Forno.

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

All interested parties are invited to attend the hearing in person or remotely via Zoom; or may submit their comments in writing or by email prior to 6:00 p.m. on October 7, 2025 to [townmanager@readingma.gov](mailto:townmanager@readingma.gov).

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

**LEGAL NOTICE**



**TOWN OF READING  
PUBLIC HEARING**

**TO THE INHABITANTS OF THE  
TOWN OF READING:**

Please take notice that the Select Board of the Town of Reading will hold a public hearing on **Tuesday, October 7, 2025 at 7:00 PM** in the Select Board Meeting Room at Town Hall, 16 Lowell Street, Reading, MA or also available remotely on Zoom to act on a new License Application for an Annual All-Alcohol Restaurant License located at 45 Walkers Brook Drive, Reading, MA from Reading Forno LLC, d/b/a Toscana Forno.

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

All interested parties are invited to attend the hearing in person or remotely via Zoom; or may submit their comments in writing or by email prior to 6:00 p.m. on September 16, 2025 to [townmanager@ci.reading.ma.us](mailto:townmanager@ci.reading.ma.us)

By order of  
Matthew A. Kraunelis, Esq  
Town Manager

250981

9/23/25

**A TRUE COPY ATTEST**

Registered No.

RE814385078U

Date Stamp

0867  
13

To Be Completed By Post Office	Postage \$	\$0.78	Extra Services & Fees (continued)
	Extra Services & Fees	\$20.40	<input type="checkbox"/> Signature Confirmation
	<input type="checkbox"/> Registered Mail	\$0.00	<input type="checkbox"/> Signature Confirmation Restricted Delivery
	<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00	
	<input type="checkbox"/> Return Receipt (electronic)	\$0.00	
	<input type="checkbox"/> Restricted Delivery	\$0.00	Total Postage & Fees
			\$21.18
Customer Must Declare Full Value		Received by	
\$1.00		09/23/2025	
Domestic Insurance up to \$50,000 is included based upon the declared value. International Indemnity is limited. (See Reverse).			

OFFICIAL USE

To Be Completed By Customer (Please Print) All Entries Must Be in Ballpoint or Typed	FROM	Latham Law Offices 643 Main Street Reading, MA 01867
	TO	25 WBD LLC A holder of Financial Services PO Box 6500 Carlisle, PA 17013

PS Form 3806, Registered Mail Receipt

April 2015, PSN 7530-02-000-9051

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RE814385075U

Date Stamp

0867  
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To Be Completed By Post Office	Postage \$	\$0.78	Extra Services & Fees (continued)
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	<input type="checkbox"/> Registered Mail	\$0.00	<input type="checkbox"/> Signature Confirmation Restricted Delivery
	<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00	
	<input type="checkbox"/> Return Receipt (electronic)	\$0.00	
	<input type="checkbox"/> Restricted Delivery	\$0.00	Total Postage & Fees
			\$21.18
Customer Must Declare Full Value		Received by	
\$1.00		09/23/2025	
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To Be Completed By Customer (Please Print) All Entries Must Be in Ballpoint or Typed	FROM	Latham Law Offices 643 Main Street Reading, MA 01867
	TO	25 WBD LLC A holder of Financial Services PO Box 6500 Carlisle, PA 17013

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	<input type="checkbox"/> Registered Mail	\$0.00	<input type="checkbox"/> Signature Confirmation Restricted Delivery
	<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00	
	<input type="checkbox"/> Return Receipt (electronic)	\$0.00	
	<input type="checkbox"/> Restricted Delivery	\$0.00	Total Postage & Fees
			\$21.18
Customer Must Declare Full Value		Received by	
\$1.00		09/23/2025	
Domestic Insurance up to \$50,000 is included based upon the declared value. International Indemnity is limited. (See Reverse).			

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	TO	25 WBD LLC A holder of Financial Services PO Box 6500 Carlisle, PA 17013

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Date Stamp

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To Be Completed By Post Office	Postage \$	\$0.78	Extra Services & Fees (continued)
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	<input type="checkbox"/> Registered Mail	\$0.00	<input type="checkbox"/> Signature Confirmation Restricted Delivery
	<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00	
	<input type="checkbox"/> Return Receipt (electronic)	\$0.00	
	<input type="checkbox"/> Restricted Delivery	\$0.00	Total Postage & Fees
			\$21.18
Customer Must Declare Full Value		Received by	
\$1.00		09/23/2025	
Domestic Insurance up to \$50,000 is included based upon the declared value. International Indemnity is limited. (See Reverse).			

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To Be Completed By Customer (Please Print) All Entries Must Be in Ballpoint or Typed	FROM	Latham Law Offices 643 Main Street Reading, MA 01867
	TO	25 WBD LLC A holder of Financial Services PO Box 6500 Carlisle, PA 17013

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Date Stamp

To Be Completed By Post Office	Postage \$ <u>\$0.78</u>	Extra Services & Fees (continued)
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	<input type="checkbox"/> Registered Mail <u>\$0.40</u>	<input type="checkbox"/> Signature Confirmation Restricted Delivery
	<input type="checkbox"/> Return Receipt (hardcopy) \$ <u>\$0.00</u>	
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	<input type="checkbox"/> Restricted Delivery \$ <u>\$0.00</u>	
Total Postage & Fees \$ <u>\$11.12</u>		
Customer Must Declare Full Value \$ <u>\$100.00</u>		Received by <u>[Signature]</u> 09/23/2025
Domestic Insurance up to \$50,000 is included based upon the declared value. International indemnity is limited. (See Reverse).		

OFFICIAL USE

To Be Completed By Customer (Please Print) All Entries Must Be In Ballpoint or Typed	FROM	Lathberrington Offices 643 Main Street Reading, MA 01867
	TO	Davis George E Tr Dan Bedford & Realty Trust PO Box 672 Reading, MA 01867

PS Form 3806, Registered Mail Receipt

April 2015, PSN 7530-02-000-9051

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For domestic delivery information, visit our website at [www.usps.com](http://www.usps.com)®Registered No. RE814385047U<sup>E</sup>

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To Be Completed By Post Office	Postage \$ <u>\$0.78</u>	Extra Services & Fees (continued)
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Domestic Insurance up to \$50,000 is included based upon the declared value. International indemnity is limited. (See Reverse).		

OFFICIAL USE

To Be Completed By Customer (Please Print) All Entries Must Be In Ballpoint or Typed	FROM	Lathberrington Offices 643 Main Street Reading, MA 01867
	TO	OLL Walkers LLC 42 Orchard Street Concord, MA 01742

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April 2015, PSN 7530-02-000-9051

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Date Stamp

To Be Completed By Post Office	Postage \$ <u>\$0.78</u>	Extra Services & Fees (continued)
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Domestic Insurance up to \$50,000 is included based upon the declared value. International indemnity is limited. (See Reverse).		

OFFICIAL USE

To Be Completed By Customer (Please Print) All Entries Must Be In Ballpoint or Typed	FROM	Lathberrington Offices 643 Main Street Reading, MA 01867
	TO	SNH 30 Newcrossing Inc REIT Management & Research 255 Washington St #235 Dan C Newton, MA 02458

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Date Stamp

To Be Completed By Post Office	Postage \$ <u>\$0.78</u>	Extra Services & Fees (continued)
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	<input type="checkbox"/> Restricted Delivery \$ <u>\$0.00</u>	
Total Postage & Fees \$ <u>\$11.12</u>		
Customer Must Declare Full Value \$ <u>\$1.00</u>		Received by <u>[Signature]</u> 09/23/2025
Domestic Insurance up to \$50,000 is included based upon the declared value. International indemnity is limited. (See Reverse).		

OFFICIAL USE

To Be Completed By Customer (Please Print) All Entries Must Be In Ballpoint or Typed	FROM	Lathberrington Offices 643 Main Street Reading, MA 01867
	TO	Two Walkers Brook Crossing LLC C/O The Wilder Companies 800 Boylston Street Suite 1300 Boston, MA 02199

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April 2015, PSN 7530-02-000-9051

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Registered No. RE814385002U

Date Stamp

To Be Completed By Post Office	Postage \$	\$0.78	Extra Services & Fees (continued)
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	<input type="checkbox"/> Return Receipt (electronic)	\$0.00	
	<input type="checkbox"/> Restricted Delivery	\$0.00	Total Postage & Fees \$0.78
Customer Must Declare Full Value		\$1.00	Received by: <i>[Signature]</i>

Domestic Insurance up to \$50,000 is included based upon the declared value. International indemnity is limited. (See Reverse).

## OFFICIAL USE

To Be Completed By Customer (Please Print) All Entries Must Be In Ballpoint or Typed	FROM	LATHAM & LAMONCE 643 Main Street Reading, MA 01867
	TO	HP Development of Maryland Inc Home Depot SA Inc 2465 Paces Ferry RD PO Box 105842 Atlanta, GA 30339

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April 2015, PSN 7530-02-000-9051

Copy 1 - Customer

(See Information on Reverse)

For domestic delivery information, visit our website at [www.usps.com](http://www.usps.com) \*

Registered No.

RE81438499611C

Date Stamp

To Be Completed By Post Office	Postage \$	\$0.78	Extra Services & Fees (continued)
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	<input type="checkbox"/> Return Receipt (electronic)	\$0.00	
	<input type="checkbox"/> Restricted Delivery	\$0.00	Total Postage & Fees \$0.78
Customer Must Declare Full Value		\$1.00	Received by: <i>[Signature]</i>

Domestic Insurance up to \$50,000 is included based upon the declared value. International indemnity is limited. (See Reverse).

To Be Completed By Customer (Please Print) All Entries Must Be In Ballpoint or Typed	FROM	LATHAM & LAMONCE 643 Main Street Reading, MA 01867
	TO	Jordan's Furniture Inc Atlanta Roundtop 450 Revolutionary Drive E. Tauton, MA 02718

PS Form 3806, Registered Mail Receipt

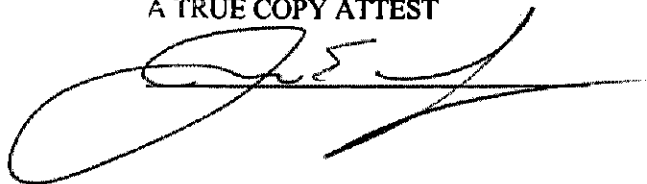
April 2015, PSN 7530-02-000-9051

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# NEW TRASH AND RECYCLING COLLECTION CONTRACT

OCTOBER 7, 2025

## Background

- Trash/Recycling Collection Contract (Republic Services)
  - Current contract expires July 4, 2026 (10-year contract)
  - \$1,253,000 (current annual contract price)
- Summer 2024 – Town staff began meeting weekly
  - Public Works, Procurement, Finance & Town Management
- Town staff attended monthly meetings with MassDEP staff and other municipal officials
  - Discussion topics: Challenges, contracts, procurement, best outcomes
- MassDEP staff helped the Town develop an RFP for automated collection services representative of current industry standards

## Timeline

- April 2025 – Reading’s RFP is reviewed by MassDEP staff & Reading Town Counsel
- May 27, 2025 – RFP is complete & made available to vendors
- July 15, 2025 – Final addendum issued by Town clarifying questions asked by vendors
- July 31, 2025 – Proposals due back from vendors (5 received)
- Town staff completed independent comprehensive reviews and ranked each vendor’s technical proposal
- Price proposals were then opened and discussed by Town staff

# Technical Proposals - Evaluation Criteria

- |   |                             |
|---|-----------------------------|
| 1. Operational Approach & Service Quality | 5. Safety Record            |
| 2. Customer Service & Responsiveness      | 6. Financial Responsibility |
| 3. Experience                             | 7. Equipment & Schedule     |
| 4. Qualifications (references)            |                             |

## Ratings:

- |                                  |                               |
|----------------------------------|-------------------------------|
| • (4 points) Highly Advantageous | • (2 points) Not Advantageous |
| • (3 points) Advantageous        | • (1 point) Unacceptable      |

**Total Possible Score per Vendor: 28 points**

## **(5) Proposals Received**

1. Waste Management (26.6 points) - \$1,976,850 (+5%)
2. Republic Services (21.2 points) - \$1,991,893 (+5%)
3. Casella Waste Systems (24.4 points) - \$2,578,243 (+5%)
4. E.L. Harvey and Sons (17.4 points) - \$2,297,290 (+5%)
5. EZ Waste Disposal (16.6 points) - \$4,004,721 (+2.5%)

## WM – Year 1 (FY27) Pricing Options

- Option 1: **\$ 1,976,850** (5% annual increase FY28 – FY31)
  - Weekly automated trash collection (including dumpsters)
  - **Bi-Weekly automated recycling collection**
  - Curbside leaf collections (spring and fall); Christmas tree collection (Jan.)
  - Bi-annual recycling events (including paper shredding) at the DPW garage
  - Separate paper shredding event for Town buildings & schools
  - Residents arrange payment/pickup with WM for all burnable bulky items, metal items, white goods, CRT TV's and monitors, sinks, bathtubs, and toilets (no quantity limit)



## WM – Year 1 (FY27) Pricing Options

- Option 2: **\$ 2,350,764** (5% annual increase FY28 – FY31)
  - Weekly automated trash collection (including dumpsters)
  - **Weekly automated recycling collection**
  - Curbside leaf collections (spring and fall); Christmas tree collection (Jan.)
  - Bi-annual recycling events (including paper shredding) at the DPW garage
  - Separate paper shredding event for Town buildings & schools
  - Residents arrange payment/pickup with WM for all burnable bulky items, metal items, white goods, CRT TV's and monitors, sinks, bathtubs, and toilets (no quantity limit)

# Trash/Recycling Contract Budget Analysis

	FY 26	Bi-Weekly Recycling FY 27	% Increase	Weekly Recycling FY 27	% Increase
Trash/Recycling Collection	\$ 1,458,016.00	\$ 2,099,668.00	44.01%	\$ 2,473,582.00	69.65%
Buffer for Recycling Fluctuation	\$ -	\$ 25,000.00	100.00%	\$ 25,000.00	100.00%
Trash Disposal	\$ 654,217.00	\$ 596,612.25	-8.81%	\$ 596,612.25	-8.81%
Misc. Recycling	\$ 87,808.00	\$ 35,000.00	-60.14%	\$ 35,000.00	-60.14%
	\$ 2,200,041.00	\$ 2,756,280.25	25.28%	\$ 3,130,194.25	42.28%

## Note:

- \$2,099,668 trash/recycling amount is what would actually be paid to WM in FY 27.
- \$1,976,850 annual cost shown in prior slide is the theoretical amount after savings on trash disposal costs with Re-World.



# Key Advantages to WM

- **Detailed transition plan to ensure smooth implementation**
  - WM to provide timeline for equipment, container deliveries, and any other contract phases
- **Customer Service**
  - Telephone (customer service representatives): Monday to Friday 7:30am to 5:00pm
  - Website (custom local website for Reading – schedule all items for payment/pickup; report missed pickups; request repairs to carts
    - Live chat feature: Monday to Friday (7:00am to 6:50pm) and Saturday (8:00am to 11:50am)
- **Provide public education & outreach materials for residents & staff**
  - WM to develop and mail public outreach program guides to residents
- **Bi-weekly recycling collection**
  - Would significantly reduce annual contract cost to the Town

## Key Advantages to WM

- **(3) new automated trash/recycling collection trucks to be ordered for Reading**
- **Trucks are dispatched locally out of Woburn, MA**
  - Only 4 miles from Reading center
- **Trash disposal costs / recycling processing fees included in price of dumpster**
  - Separate commercial route trucks used to minimize how often a residential route truck would fill up
  - Allows residential routes to be completed sooner and more efficiently
- **Truck mounted cameras combined with GPS to provide photographic record of service at each property**
  - Provides proof that the trash/recycling was at the curb when the truck came by
  - Helps identify and reduce contamination issues
  - Allows for more educational outreach to properties where contamination issues exist

## New Contract Features / Requirements

- Recycling processing fees (fluctuates based on market conditions)
- Fuel surcharge costs (based on market conditions)
- Additional liquidated damages (19 in total)
- Bi-weekly recycling collection
- Pricing options for all bulk item disposal, metal items, white goods, CRT TV's and monitors, sinks, bathtubs, and toilets. No quantity limit anymore.
- Trash / recycling would only be collected from Town issued carts
- WM would perform all cart repairs and cart deliveries/swaps
  - (Town to provide all carts and spare parts to WM staff)

# **(WM) Independent Disposal Costs for Residents (FY27)**

## **\* (5% increase annually) – Unlimited Quantity**

- **Burnable Bulky Items**                      **\$ 30.00 / each \***

- Table, upholstered chair, sofa, desk, bureau
- Up to (4) kitchen chairs
- Carpet, rugs, pads (up to 4 rolls) cut into lengths no wider than 4 feet

- **Metal Items**                                      **\$ 35.00 / each \***

- Exercise equipment, filing cabinets, bed frames
- Gas / charcoal grills (no propane tank), lawn mowers / snow blowers (fluids drained)

- **Sinks, Bathtubs, & Toilets**                      **\$ 35.00 / each \***

# **(WM) Independent Disposal Costs for Residents (FY27)**

**\* (5% increase annually) – Unlimited Quantity**

- White Goods**

**\$ 45.00 / each \***

- Dishwashers (doors removed), refrigerators / freezers (doors removed)
- Stoves / Ranges / Wall Ovens (doors removed)
- Air conditioners, over the range microwaves, laundry washers / dryers

- CRT TV's and Monitors**

**\$ 60.00 / each \***

- Bagster® (3 cy – max 3,300#)**

**\$ 300.00 for the first bag**

**\$ 285.00 / each additional bag**

# Bulk Waste Cost Comparison

	Units	WM	REPUBLIC	CASELLA	E.L. HARVEY	EZ DISPOSAL
Burnable Bulky Item	EA	\$ 30.00	\$ 75.00	\$40.00 - \$65.00	\$ 50.00	\$ 35.00
Small Metal Item	EA	\$ 35.00	\$ 80.00	\$ 40.00	\$ 50.00	\$ 35.00
Large Metal Item	EA	\$ 35.00	\$ 80.00	\$ 40.00	\$ 50.00	\$ 60.00
White Goods	EA	\$ 45.00	\$ 80.00	\$45.00 - \$65.00	\$ 50.00	\$ 75.00
CRT TV's and monitors	EA	\$ 60.00	\$ 80.00	\$35.00 + \$0.35 / #	\$ 100.00	\$35.00 - \$60.00
Sinks, Bathtubs, and Toilets	EA	\$ 35.00	\$ 80.00	\$ 45.00	\$ 100.00	NO BID
ANNUAL COST INCREASE		5%	WILL VARY BASED ON MARKET CONDITIONS	MAY BE ADJUSTED BY VENDOR AT ANY TIME	5 6%	3%



# Revised Proposal Received by Republic Services

Pricing Option	Annual Cost (FY27)	% Increase	5-Year Contract Total
(R) Bi-Weekly Recycling; no bulk; no metal	\$1,872,913	5%	\$ 10,349,027
(R) Bi-Weekly Recycling; 1 bulk item; 1 metal item	\$2,001,031	5%	\$ 11,056,959
(WM) Bi-Weekly Recycling; no bulk; no metal	\$1,976,850	5%	\$ 10,923,344
(R) = Republic Services; (WM) = Waste Management			

# Highlights – Republic Revised Proposal

- 2 Front Load trucks (trash); 2 Side Load trucks (recycling)
- Burnable bulky item – Cost reduced to \$75/ea (all others - \$80/ea)
  - Annual increase of all bulk will vary by market rates / transportation costs
- Recycling Dumpsters - Processing included in unit cost
- GPS enabled trucks
- Will create localized website for Reading
  - Online account (“Track My Truck”, Service alerts, report missed pickups etc.)



# Summary

- Financially, bi-weekly recycling is what is recommended for the Town.
- Options for payment/pickup of all burnable bulk items & metal based on vendor
  - Resident arranges all payment / pickup with vendor
  - Resident allowed up to 1 burnable bulk item (w/ trash) and 1 metal item (w/ recycling) at no extra cost to resident
- All sinks/bathtubs/toilets, white goods, & CRT TVs/monitors
  - Payment / pickup scheduled by the resident with vendor
- Any subsidation of bulk by the Town would add to the annual contract amount
- While a significant cost increase, it is the reality of the times
  - Reading has an extremely favorable contract currently

## Next Steps

- **Award contract**

- Decision needs to be made now to give WM or Republic ample lead time to procure new vehicles and arrive by July
- If the new trucks are not ready by July, rental trucks will be used (\$30K / mo. cost to Town)

- Town staff to work with the new vendor over the next several months to ensure the transition to the new contract is as seamless as possible

- Develop educational materials for residents, including on Town website and social media
- DPW to hold a series of informational sessions to educate residents on what to expect under the new contract

## **What Is Requested of the Select Board?**

- Vote to direct Town Manager to award the next trash / recycling collection contract to either Waste Management or Republic Services (including what pricing options), to commence on July 5, 2026

**ANY QUESTIONS??**



Sustainability in Action

October 3, 2025

**VIA EMAIL DELIVERY**

Town of Reading  
Matthew Kraunelis  
Jayne Wellman  
Christopher Cole  
16 Lowell Street  
Reading, MA 01867

**RE: REVISED PROPOSAL – 25-25  
Trash & Recycling Collection Services**

Dear Sirs/Madams,

Republic Services is pleased to submit for the Town of Reading's consideration a revised proposal to continue providing Trash and Recycling Collection Services for the Town of Reading. We greatly value our partnership with the Town and remain committed to supporting program goals while building a strong, long-term partnership.

On July 29, 2025 we submitted an initial proposal for the Town's review, which included a cover letter and bid price sheet. This revised proposal, along with the attached updated bid price sheet dated October 3, 2025, supersedes and replaces such materials provided in our July submission.

We are confident that Republic Services offers the best value, backed by our nationwide leadership and decades of experience partnering with municipalities. We look forward to continuing our work with the Town of Reading by delivering reliable, cost-effective, and sustainable solutions to meet your evolving recycling, solid waste, disposal, and processing needs.

**In summary, the attached bid price sheet outlines a budget-friendly proposal as we recognize the financial challenges the Town is currently navigating as it works to balance its municipal and school budgets. Our revised total price for every-other-week recycling collection is \$125,000 lower annually than our initial proposal. This significant reduction will directly cut costs for the Town and its taxpayers.**

Other key advantages of the Town of Reading and Republic continuing our partnership we would like to highlight from our proposal submission include:

Continuing our partnership means that at the start of the next contract in July 2026, Republic Services will have served the Town for four years since our acquisition. By avoiding a transition to a new hauler, the Town bypasses the six or more months of inevitable frustrations- including increased resident complaints, missed pick-ups, and route delays- that occur as any new company learns the specifics of the Town's routes and service requirements.

Republic Services currently uses GPS functionality to provide both our management teams and the Town with more visibility. Residents can create an online account for 24/7 access to:

- Use Track My Truck, track their truck on their service day, and view upcoming collection days
- Receive real-time service alerts by signing up for updates on service changes, disruptions or scheduling
- Manage their preferences to choose how they receive personalized communications on services via either phone call, text, or email
- Directly report online to Republic, a missed pick up, request a cart repair, or report another concern

This provides residents quick issue reporting and another option to calling our Customer Resource Center, for customer service with us directly.

We understand the Town's sustainability goal to improve waste diversion and create convenience for its residents through the addition of a sole-purposed container for cardboard. We can integrate this with our current service now and place a container within Town which is slotted for flattened cardboard.

We also currently have the ability to create a localized website or a "micro-site" as we call them, providing Reading residents a one-stop resource for updates, collection information and educational tools. An example of a microsite may be found here: [www.republicservices.com/municipality/santa-ana-ca](http://www.republicservices.com/municipality/santa-ana-ca).

Through our Recycling Simplified program, Republic offers residential, municipal, business, and media resources. We also offer lessons and activities for both educators and at-home learning for grades Pre-K through Grade 12. This includes quick and easy ways to make a difference in the community, simple guidelines, activities, virtual field trips, and holiday sustainability tips. To view these resources, you may visit: <https://recyclingsimplified.com>.

Furthermore, we are proud to be recognized for bringing the following benefits to your community:

- We service New England from eight collections operations - locally including Haverhill and Tyngsborough, six transfer stations - including Devens Transfer Station and Peabody Transfer Station, and two recycling centers – in Brockton and Peabody
- We can offer competitive collections, transportation, and processing services from our extensive network of local facilities and industry relationships
- Republic has numerous additional service offerings that can support the Town's efforts to protect the environment, meet sustainability goals, and waste diversion goals including public education and outreach, organics collection and processing, emergency response/cleanups, disaster response, household hazardous waste collections, electric route vehicles, plastic circularity, and medical waste, electronics and light bulbs and batteries collections
- Our operations are run locally by our seasoned industry veterans who are backed by the strength and experience of Republic's national team with \$14 billion in revenue and 42,000 employees
- We have been recognized in the top 10% of all companies globally for our commitments and investments in sustainability

- Republic Services was designated as one of the World's Most Ethical Companies by the Ethisphere Institute

Operational Approach, Plan of Services, and Equipment: please see sections in proposal package, "Operations", "One Fleet", "Safety", and "Sustainability". Specific service plans include but are not limited to:

- Weekly MSW with bulk: serviced in accordance with schedule and routes in bid with two (2) front load curbside trucks less than one (1) year old and will be brought to the town's contracted end site
- Weekly MSW no bulk: serviced in accordance with schedule and routes in bid with two (2) automatic side load trucks less than one (1) year old and will be brought to the town's contracted end site
- Bi-weekly recycling: serviced in accordance with schedule and routes in bid with two (2) automatic side load trucks less than one (1) year old and will be brought to our Peabody Recycling Center located at 109 Newbury Street, Peabody, MA
- Yard waste collection: serviced in accordance with schedule and routes in bid with a rear-load truck and be brought to the Town's compost yard as referenced in the bid
- Rigid Plastics and C&D: 30-yard containers will be serviced upon request and will be brought to either our Devens Transfer Station located at 45 Independence Drive, Devens, MA or our Peabody Transfer Station located at 300 Forest Street, Peabody, MA
- Metal collection if not included in the Town's contract: residents may call our Customer Resource Center to arrange payment and collection
- Burnable bulky items, white goods, CRT, TV's and monitors, sinks, bathtubs, and toilets: residents may call our Customer Resource Center to arrange payment and collection
- Cart Replacement and Repair: Republic will service replacement and repair requests as need one (1) day per week

Customer Service and Responsiveness: please see sections in proposal package, "Communication with the Community" and "Customer Service". Republic's operation team currently uses with the Town of Reading, a live spreadsheet to communicate any recovery needs. Republic Operations completed a brief training course on the Town's SeeClickFix and will continue to work with the Town on implementing this as part of customer service.

Experience and Qualifications: please see sections in proposal package, "Your Team" and "References". We have serviced many Massachusetts communities for over 65 years due to the quality of service and our service partnerships. We are the municipal contract services provider for over 55 municipalities in New England and 2,400 communities nationwide.

Safety: please see section in proposal package, "One Fleet" and "Safety". We are the safest company in the waste and recycling industry; our drivers are 38% safer than the industry average.

Financial Responsibility, Bank Reference, and Audited Financial Statements: please see section in proposal package, "Financial Overview".

Bid Bond and Performance Bond: see attached Bid Bond and evidence of ability to acquire Performance Bond.

Insurance Verification: see attached evidence of Certificate of Insurance.

Non-Collusion Form: see attached Non-Collusion Certificate.

Addendums: Republic acknowledges receiving Addendum 1 dated June 25, 2025 and Addendum 2 dated July 15, 2025.


Our proposal is conditional upon the following:

- Recycling Processing Costs: acceptance of our alternative Average Commodity Revenue and Pricing Formula included in the bid package, to process the Town's recyclables. Our proposal includes an 80% market share of the commodity value going to the Town. See section in price proposal "Exhibit E, Appendix B, Average Commodity Revenue & Pricing Formulas";
- Fuel Adjustment: A quarterly Fuel Adjustment (increase/decrease) made monthly based on the previous quarter's Environmental Industry Association (EIA) New England Average Diesel Rate per gallon as compared to the June 30, 2024 Fuel Peg Base of \$3.98 multiplied by the estimated monthly gallons of 2,583. See section in price proposal "Exhibit N";
- Prevailing Wage Rate: Republic Services reserves the right during the contract term to pass through any change in the Prevailing Wage Rates above the rates provided in the Prevailing Wage sheet provided by the Town in the bid;
- Contract Award: Reading awarding one contract for both solid waste and recycling curbside collection, and processing;
- Proposal Expiration: This proposal is valid through December 2, 2025, whereas the Town must notify Republic of an award in writing. Pricing is subject to change thereafter the aforementioned date;
- The Town of Reading and Republic Services entering into a mutually acceptable agreement.

Thank you for the opportunity to submit this proposal to service the Town for your consideration. We look forward to meeting with you and your team to discuss our proposals and to continue to build a service partnership with the Town.

Please feel free to contact me at (978) 727-4872 or [sgray@republicservices.com](mailto:sgray@republicservices.com) should you have any questions.

Sincerely,



Samantha J. Gray, Manager, Municipal Sales

Enclosures

cc: Josh Mitchell, General Manager  
Dan Higgins, Area Manager, Municipal Sales



**Attachment C Price Proposal Sheet**

## Part 6 - Price Proposal Sheet

Primary Collection Services			Cost in Fiscal Year				
Item #		Units	FY27	FY28	FY29	FY30	FY31
1a	Annual <b>Weekly</b> Curbside Trash Collection Services, <b>including curbside bulk collection (up to 1 burnable bulk item per week)</b> , all supplemental trash collection services, and hauling to the trash disposal facility, as specified within <b>including 7 weeks of yard waste collection</b>	LS	\$ 1,199,813	FY27 + 5%	FY28 + 5%	FY29 + 5%	FY30 + 5%
1b	Annual <b>Weekly</b> Curbside Trash Collection Services, <b>with no bulk collection (residents pay vendor directly for collection/disposal - no quantity limit)</b> , all supplemental trash collection services, and hauling to the trash disposal facility, as specified within <b>including 7 weeks of yard waste collection</b>	LS	\$ 1,076,277	FY27 + 5%	FY28 + 5%	FY29 + 5%	FY30 + 5%
1c	Annual <b>Weekly</b> Curbside Recycling Collection Services, <b>including curbside metal collection (up to 1 metal item per week)</b> , all supplemental recycling collection services, and hauling to the MRF, as specified within **	LS	XXX	XXX	XXX	XXX	XXX
1d	Annual <b>Weekly</b> Curbside Recycling Collection Services, <b>with no metal collection (residents pay vendor for collection/disposal - no quantity limit)</b> , all supplemental services, and hauling to the MRF, as specified within **. This pricing option also removes the special curbside metal collection week referenced within.	LS	XXX	XXX	XXX	XXX	XXX
1e	Annual <b>Bi-Weekly</b> Curbside Recycling Collection Services, <b>including curbside metal collection (up to 1 metal item per week)</b> , all supplemental recycling collection services, and hauling to the MRF, as specified within **	LS	\$ 608,050	FY27 + 5%	FY28 + 5%	FY29 + 5%	FY30 + 5%
1f	Annual <b>Bi-Weekly</b> Curbside Recycling Collection Services, <b>with no metal collection (residents pay vendor for collection/disposal - no quantity limit)</b> , all supplemental services, and hauling to the MRF, as specified within **. This pricing option also removes the special curbside metal collection week referenced within.	LS	\$ 603,468	FY27 + 5%	FY28 + 5%	FY29 + 5%	FY30 + 5%
** The vendor shall establish a baseline pricing structure for Average Commodity Revenue and Processing Fees effective to the award date of the contract in order to establish a flat rate (not to exceed) pricing structure for each successive year of the contract. If the Average Commodity Revenue is ever greater than the Processing Fee, the Town shall receive a value share credit on the monthly invoice equal to 80% of the difference between the Average Commodity Revenue and the Processing Fee.							

Our rate proposals for item #'s 1a through 1f include the cost of service for the town and school buildings as referenced in the bid document. Modifications to container size or frequency shall result in a prorated increase or decrease to the above rates.

## Part 6 - Price Proposal Sheet (continued)

Recycling Services		Cost in Fiscal Year					
Item #		Units	FY27	FY28	FY29	FY30	FY31
2a	Single Stream Processing Fee **	per ton	\$ 125	FY27 + 5%	FY28 + 5%	FY29 + 5%	FY30 + 5%
2b	Excess Contamination Fee	per ton	\$ 110	FY27 + 5%	FY28 + 5%	FY29 + 5%	FY30 + 5%
2c	Initial Residue Fee	per ton	\$ 103	FY27 + 5%	FY28 + 5%	FY29 + 5%	FY30 + 5%
2d	Source Separated Cardboard **	per ton	\$ 50	FY27 + 5%	FY28 + 5%	FY29 + 5%	FY30 + 5%
2e	Rigid Plastics ** See note 1 below.	per ton	\$ 163	FY27 + 5%	FY28 + 5%	FY29 + 5%	FY30 + 5%
2f	Construction & Demolition ** See note 1 below.	per ton	\$ 205	FY27 + 5%	FY28 + 5%	FY29 + 5%	FY30 + 5%
** The vendor shall establish a baseline pricing structure for Average Commodity Revenue and Processing Fees effective to the award date of the contract in order to establish a flat rate (not to exceed) pricing structure for each successive year of the contract. If the Average Commodity Revenue is ever greater than the Processing Fee, the Town shall receive a value share credit on the monthly invoice equal to 80% of the difference between the Average Commodity Revenue and the Processing Fee.							
Pickup and Hauling Per Item Pricing		Cost in Fiscal Year					
Item #		Units	FY27	FY28	FY29	FY30	FY31
3a	Burnable Bulky Item (no quantity limit) - charge to resident, if not included in the Town's annual contract price, which includes curbside collection and hauling services	EA	\$ 75	See note 2 below.	See note 2 below.	See note 2 below.	See note 2 below.
3b	Small Metal Item (no quantity limit) - charge to resident, if not included in the Town's annual contract price, which includes curbside collection, hauling and disposal services	EA	\$ 80	See note 2 below.	See note 2 below.	See note 2 below.	See note 2 below.
3c	Large Metal Item (no quantity limit) - charge to resident, if not included in the Town's annual contract price, which includes curbside collection, hauling and disposal services	EA	\$ 80	See note 2 below.	See note 2 below.	See note 2 below.	See note 2 below.
3d	White Goods (resident arranges payment/pickup with vendor)	EA	\$ 80	See note 2 below.	See note 2 below.	See note 2 below.	See note 2 below.
3e	CRT TV's and monitors (resident arranges payment/pickup with vendor)	EA	\$ 80	See note 2 below.	See note 2 below.	See note 2 below.	See note 2 below.
3f	Sinks, Bathtubs, and Toilets (resident arranges payment/pickup with vendor)	EA	\$ 80	See note 2 below.	See note 2 below.	See note 2 below.	See note 2 below.

**Note 1: ACR adjustment does not apply. Costs will be reviewed for potential price adjustment each 7/1 based on market rates and transportation costs.**

**Note 2: Rates for items #'s 3a-3f are subject to annual rate adjustment effective each July 1 based on market rates and transportation costs.**

## Part 6 - Price Proposal Sheet (continued)

Auxiliary Pickup Rates			Cost In Fiscal Year						
Roll Off Services - MSW, Single Stream Recycling, Compactors, OCC, Rigid Plastics, and C&D									
Item #		Units	FY27	FY28	FY29	FY30	FY31		
4a	30cy MSW Dumpster	per haul	\$ 341	FY27 + 5%	FY28 + 5%	FY29 + 5%	FY30 + 5%		
4b	30cy Single-Stream Recycle Dumpster	per haul	\$ 275	FY27 + 5%	FY28 + 5%	FY29 + 5%	FY30 + 5%		
4c	35 cy MSW Compactor	per haul	\$ 341	FY27 + 5%	FY28 + 5%	FY29 + 5%	FY30 + 5%		
4d	30cy OCC Dumpster	per haul	\$ 289	FY27 + 5%	FY28 + 5%	FY29 + 5%	FY30 + 5%		
4e	30cy Rigid Plastic Dumpster	per haul	\$ 369	FY27 + 5%	FY28 + 5%	FY29 + 5%	FY30 + 5%		
4f	30cy C&D Dumpster	per haul	\$ 289	FY27 + 5%	FY28 + 5%	FY29 + 5%	FY30 + 5%		
Solid Waste Dumpsters / Town Barrels									
Item #		Units	FY27	FY28	FY29	FY30	FY31		
5a	2cy MSW Dumpster	per pickup	See note 2 below	See note 2 below	See note 2 below	See note 2 below	See note 2 below		See note 2 below.
5b	4cy MSW Dumpster	per pickup	See note 2 below	See note 2 below	See note 2 below	See note 2 below	See note 2 below		See note 2 below.
5c	6cy MSW Dumpster	per pickup	See note 2 below	See note 2 below	See note 2 below	See note 2 below	See note 2 below		See note 2 below
5d	8cy MSW Dumpster	per pickup	See note 2 below	See note 2 below	See note 2 below	See note 2 below	See note 2 below		See note 2 below.
5e	10cy MSW Dumpster	per pickup	See note 2 below	See note 2 below	See note 2 below	See note 2 below	See note 2 below		See note 2 below.
5f	Additional Town trash barrel location, including pickup and hauling	per EA	\$ 10	FY27 + 5%	FY28 + 5%	FY29 + 5%	FY30 + 5%		
Auxiliary Pickup Rates									
Recycling Dumpsters									
Item #		Units	FY27	FY28	FY29	FY30	FY31		
6a	2cy Single-Stream Recycle Dumpster	per pickup	See note 2 below	See note 2 below	See note 2 below	See note 2 below	See note 2 below		See note 2 below.
6b	4cy Single-Stream Recycle Dumpster	per pickup	See note 2 below	See note 2 below	See note 2 below	See note 2 below	See note 2 below		See note 2 below.
6c	6cy Single-Stream Recycle Dumpster	per pickup	See note 2 below	See note 2 below	See note 2 below	See note 2 below	See note 2 below		See note 2 below.
6d	8cy Single-Stream Recycle Dumpster	per pickup	See note 2 below	See note 2 below	See note 2 below	See note 2 below	See note 2 below		See note 2 below.
6e	10cy Single-Stream Recycle Dumpster	per pickup	See note 2 below	See note 2 below	See note 2 below	See note 2 below	See note 2 below		See note 2 below.

**Note 1:** Item #s 4a through 4f, are for haul costs only. The disposal and/or processing for the material will be charged per ton to the Town.

**Note 2:** Item #s 5a through 6e, with the exception of 5f, rates are included in item #s 1a through 1f.

## Part 6 - Price Proposal Sheet (continued)

Additional Services		Cost in Fiscal Year				
Item #	Units	FY27	FY28	FY29	FY30	FY31
7a	Contamination Audit Upon Request	\$ 5,000	FY27 + 5%	FY28 + 5%	FY29 + 5%	FY30 + 5%
7b	Third Party Composition Audit	\$ 5,000	FY27 + 5%	FY28 + 5%	FY29 + 5%	FY30 + 5%
7c	Additional Week of Curbside Leaf or Christmas Tree Collection	\$ 14,790	FY27 + 5%	FY28 + 5%	FY29 + 5%	FY30 + 5%
7d	Additional Week of Curbside Scrap Metal Collection	\$ 6,109	FY27 + 5%	FY28 + 5%	FY29 + 5%	FY30 + 5%
7e	Additional Day (up to 8 hrs.) of Paper Shredding Truck	\$ 4,074	FY27 + 5%	FY28 + 5%	FY29 + 5%	FY30 + 5%
7f	Per diem truck rate - MSW special curbside collection	\$ 211	FY27 + 5%	FY28 + 5%	FY29 + 5%	FY30 + 5%
7g	Per diem truck rate - Single-Stream Recycling special curbside collection	\$ 276	FY27 + 5%	FY28 + 5%	FY29 + 5%	FY30 + 5%

**DRAFT SAMPLE AGREEMENT**  
**Contract Number 25-25**

This Agreement, made this \_\_\_\_ day of \_\_\_\_, 2025, by and between the Town of Reading, Massachusetts hereinafter called the “Town”, acting herein through its Select Board, \_\_\_\_\_, a corporation organized and existing under the laws of the Commonwealth of Massachusetts with an address of \_\_\_\_\_, hereinafter called the “Contractor”

The Town and the Contractor agree as follows:

**ARTICLE 1. SCOPE OF SERVICES.** The Contractor shall furnish all labor, materials, machinery, equipment, tools, supervision, insurance, and other accessories and services necessary to perform all work required in strict accordance with the Contract Documents for the following Services: Residential automated curbside trash and recycling collection; hauling single stream recyclables processing; collection of bulky items; collection of large recyclable items (whitegoods); dumpster services; residential leaf collection, trash compactor services, and Christmas tree collection; paper shredding; rigid plastic collection events; and hauling scrap metal special curbside collection and hauling; all as described in the Request for Proposals for Trash and Recycling Collection Services Contract No. 25-25 issued by the Town of Reading on \_\_\_\_\_, 2025 (the “RFP”). The Town may make changes in the Services when the Town considers it to be necessary or desirable, as further provided in \_\_\_\_\_. It is the responsibility of the Contractor that all Services and other work performed by the Contractor hereunder be performed so as to comply with all applicable federal, state and municipal laws, regulations, codes, ordinances and orders, and any permit conditions as to which the Contractor has knowledge, as the same may be in effect as of the time of the performance of such work.

**ARTICLE 2. CONTRACT PRICE.** The Town shall pay the Contractor, in current funds, the Contract Price of \_\_\_\_\_. Invoicing and payments shall be made in accordance with Paragraph 1.23 of the RFP. The obligations of the Town hereunder shall be subject to appropriation on a fiscal year basis. In the absence of appropriation, this agreement shall be terminated immediately without liability of the Town for damages, lost profits, penalties, or other charges arising from early termination.

The Contractor shall keep records pertaining to Services performed (including complete and detailed time records) and reimbursable expenses incurred, employing sound bookkeeping practices and in accordance with generally accepted accounting principles. All records pertaining to Services performed on a timecard or unit price basis and reimbursable expenses shall be available to the Town or its authorized representatives for review and audit during normal business hours.

**ARTICLE 3. TERM.** The Term of the contract shall be for a period of five (5) years, commencing on July 5, 2026 and expiring on July 5, 2031, unless terminated earlier pursuant to this Agreement.

**ARTICLE 4. STANDARD OF CARE.** All Services of the Contractor shall be performed by qualified personnel. The Town shall have the right to require the Contractor to remove any personnel from the team providing Services to the Town for reasonable cause. The Contractor shall perform its Services in accordance with the highest professional standards of skill, care, and diligence.

**ARTICLE 5. CONTRACT DOCUMENTS.** The following documents form the Contract, are incorporated by reference herein, and are referred to as the “Contract Documents.”

- a. This Agreement.
- b. The Request for Proposals for Trash and Recycling Collection Services Contract No. 25-25 issued by the Town of Reading on \_\_\_\_\_, 2025 as modified by Addenda Nos. \_\_\_\_\_, dated \_\_\_\_\_.
- c. The Contractor’s Proposal submitted in response to the RFP, to the extent it does conflict with the RFP and this Agreement.
- d. Certificate(s) of Insurance and surety bond(s) submitted by the Contractor in connection with this Agreement.
- e. Duly authorized and executed contract amendments issued by the Town after execution of this Agreement.

**ARTICLE 6. LIQUIDATED DAMAGES.** The Contractor agrees to pay as liquidated damages the sum as provided in the Liquidated Damages, paragraph 1.22 of the RFP.

**ARTICLE 7. INDEMNIFICATION.** To the maximum extent permitted by law, the Contractor agrees to indemnify, defend with counsel acceptable to the Town and save harmless the Town from all suits, actions, claims, demands, damages, losses, expenses and costs, including attorneys’ fees, of every kind and description which the Town may incur or suffer resulting from, in connection with, or arising out of any act, error or omission of, or breach of contractual duties to the Town by, the Contractor, its agents, servants, employees or Subcontractors. The extent of the foregoing indemnification and hold harmless provisions shall not be limited by any provision of insurance required by this Agreement and shall survive the termination of this Agreement.

**ARTICLE 8. TERMINATION OF AGREEMENT.** The Town may terminate this Agreement as follows:

- a. Without cause, on thirty days’ prior written notice; or
- b. Immediately, by written notice to the Contractor, if the Contractor violates any of the provisions of this Agreement, or fails to perform or observe any of the terms, covenants or conditions of this Agreement, or abandons in whole or in part its Services, or becomes unable to perform its Services, hereunder. For purposes of this Article 8, it is acknowledged that the Contractor’s Services under this Agreement are personal services and may not be assumed by or assigned by a trustee in bankruptcy.

## **ARTICLE 9. CERTIFICATIONS.**

- a. The Contractor agrees not to discriminate against or exclude any person from participation herein on grounds of race, religion, color, sex, age or national origin; and that it shall take affirmative actions to insure that applicants are employed, and that employees are treated during their employment, without regard to race, religion, color, sex, age, handicapped status, or national origin.
- b. The Contractor agrees not to participate in or cooperate with an international boycott, as defined in Section 999 (b)(3) and (4) of the Internal Revenue Code of 1954, as amended, or engage in conduct declared to be unlawful by Section 2 of Chapter 151E of the Commonwealth of Massachusetts General Laws.
- c. Pursuant to M.G.L. c. 62(c), §49 (a), the individual signing this Agreement on behalf of the Contractor hereby certifies, under the penalties of perjury, that to the best of his or her knowledge and belief the Contractor has complied with any and all applicable state and federal tax laws.

## **ARTICLE 10. MISCELLANEOUS.**

- a. Successors and Assigns. Subject to the provisions of Subparagraph (b) below, the Town and the Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party.
- b. Assignment by Contractor. The Contractor shall not assign, sublet or transfer any of its obligations, responsibilities, rights or interests (including, without limitation, its right to receive any moneys due hereunder) under this Agreement without the written consent of the Town. Any assignment, subletting, or transfer by the Contractor in violation of this Paragraph 12(b) shall be void and without force or effect.
- c. Entire Agreement. This Agreement represents the entire and integrated agreement between the Town and the Contractor with respect to the subject matter hereof and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Town and the Contractor.
- d. Disputes. All claims, disputes and other matters in question between the Town and the Contractor arising out of or relating to this Agreement or the breach thereof shall be submitted for resolution to a court of competent jurisdiction in Middlesex County, Massachusetts, unless otherwise agreed by the parties. No such action shall be brought, however, until the completion of all Services under this Agreement or the earlier termination thereof as provided in Paragraph 8 above, the parties agreeing to negotiate in good faith any claims, disputes or other matters in question during the term of this Agreement before resorting to litigation.
- e. The Town is exempt from payment of certain Sales and Use taxes applicable in the Commonwealth of Massachusetts. At the Contractor's request, Tax Exemption Certificates will be furnished by the Town to the Contractor with respect to such tax-exempt articles as may be required under this Agreement. The Contractor shall not



- pay, and the Town shall not reimburse or pay the Contractor or any other party either directly or indirectly for any tax for which an exemption is provided under law.
- f. **Limited Liability.** No officer, director, member, employee, or other principal, agent or representative (whether disclosed or undisclosed) of the Town, nor any participant with the Town, shall be personally liable to the Contractor hereunder, for the Town's payment obligations or otherwise, the Contractor hereby agreeing to look solely to the assets of the Town for the satisfaction of any liability of the Town hereunder. In no event shall the Town ever be liable to the Contractor for indirect, incidental or consequential damages.
  - g. The Contractor acknowledges that the Town is a municipality for the purposes of Chapter 268A of the Massachusetts General Laws (the Massachusetts conflict of interest statute), and the Contractor agrees, as circumstances require, to take actions and to forbear from taking actions so as to be in compliance at all times with obligations of the Contractor based on said statute.
  - h. **Governing Law.** This Agreement shall be governed by the law of the Commonwealth of Massachusetts.
  - i. **No Waiver.** The Town's review, approval, acceptance or payment for Services under this Agreement shall not operate as a waiver of any rights under this Agreement and the Contractor shall be and remain liable to the Town for all damages incurred by the Town as the result of the vendor's failure to perform in conformance with the terms and conditions of this Agreement. The rights and remedies of the Town provided for under this Agreement are in addition to any other rights or remedies provided by law. The Town may assert a right to recover damages by any appropriate means, including but not limited to set-off, suit, withholding, recoupment, or counterclaim either during or after performance of this Agreement.
  - j. **Interpretation.** If any provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be deemed affected thereby. Paragraph headings are included herein for reference purposes only and in no way define, limit or describe the scope or intent of any of the provisions of this Agreement.

IN WITNESS WHEREOF, the parties to these presents have executed this contract in two (2) counterparts, each of which shall be deemed an original, on the year and day first above mentioned.

AGREED:

Town of Reading

By: \_\_\_\_\_

Contractor:

(Name of Company)

By: \_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(City and State)

In accordance with M.G.L. c. 44, Section 31C, this is to certify that an appropriation in the amount of the first year of this Contract is available therefor and that the Board of Selectmen have been authorized to execute the Contract and approve all requisitions and change orders.

By: \_\_\_\_\_  
(Town Treasurer)

**TOWN OF READING  
MASSACHUSETTS**

**Contract For:**

**Trash and Recycling Collection Services**

**Contract Number 25-25**

**Proposal Response Deadline:**

July 31, 2025  
16 Lowell St.  
Reading MA 01867

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READING TOWN HALL  
16 LOWELL STREET  
READING, MA. 01867

### **Request for Proposal**

#### **Trash and Recycling Collection Services Contract No. 25-25**

The Town of Reading (Town) invites proposals for Trash and Recycling Collection Services.

Proposals with separate, sealed price proposals will be received, by mail or in person, until 1 p.m. on **Thursday, July 31, 2025**, at the TOWN CLERK'S OFFICE, Reading Town Hall, 16 Lowell Street, Reading, MA 01867.

The proposal must clearly state on the exterior that it is for **RFP 25-25 Trash and Recycling Collection Services**. Proposals received after the above time and date will be rejected. Emailed and/or faxed proposals will not be accepted. Proposals shall be submitted on the forms furnished and in a sealed envelope clearly marked on the outside with proposer's name, address, and telephone number.

The Proposal, Specifications, Quality factors, and pricing forms for the contract may be found online at <https://www.readingma.gov/Bids.aspx> after **9:00AM on Tuesday, May 27, 2025**. There will be no charge for contract documents.

An optional pre-bid conference meeting will occur at **10:00AM on June 5, 2025**, at the Reading Town Hall Conference Room.

Nothing in this RFP shall require that the Town of Reading take the lowest price proposal. Instead,

Per Massachusetts General Laws, Chapter 30B, §1(b)(30), a contract for the collection, transportation, receipt, processing, or disposal of solid waste, recyclable or compostable materials, is exempt from the public bid laws of the Commonwealth of Massachusetts. The Town of Reading reserves the right to reject any and all proposals, or to award or not to award the contract for any reason the Town Manager determines to be in the Town's and/or the public's best interest. Nothing in this RFP shall require that the Town take the lowest price proposal. Instead, the Town reserves the right to base its decision on the entirety of the information provided, the evaluation of criteria requested, and its sole judgment as to the best service to be provided. Because this service is exempt from bidding laws, the Town is free to negotiate price and terms with whatever proposer(s) it chooses, in whatever manner it believes is best suited to the Town's needs.

It is the responsibility of prospective proposers and or proposers to check the Town of Reading's website for new information any addenda or modifications to any solicitation.



**Town of Reading, Massachusetts**  
**Request for Proposals**  
**Trash and Recycling Collection Services**

**Part 1 Instructions to Proposers**

**1.1 Overview and Background Information**

The Town of Reading, Massachusetts (herein “the Town”) seeks proposals from qualified vendors (“Proposers” or “Contractors”) for residential automated curbside trash and recycling collection, and hauling single stream recyclables processing; options for collection of bulky items; collection of large recyclable items (whitegoods); dumpster services; residential yard waste collection, trash compactor services, and Christmas tree collection; paper shredding; rigid plastic collection events and hauling scrap metal special curbside collection and hauling;

In this Request for Proposals (“RFP”) the Town is seeking to solicit proposals that fulfill each of the Town’s needs for the sustainable materials management services mentioned above. The Town will select a single Proposer for a given service set forth in Section 1.2 of this RFP and will enter into a 5-year contract with the selected vendor(s) pursuant to this RFP.

The top priority for the Town is excellent service. The RFP and Proposals shall act as an umbrella for service terms, conditions, and pricing. Curbside collection services for trash and recycling are described in Part 2: Specifications. Pricing for all services shall be delineated in Attachment C: Price Proposal Sheet and included within the same proposal. Operational efficiency, creative innovation, and cost-effective services are highly encouraged within proposals.

The awarding authority for this contract is the Town of Reading Town Manager. Basic background information about the Town (road miles, area, tonnage history, etc.) is included in Exhibit B.

The Town has a disposal contract with Reworld Haverhill Associates, LLC, that expires on June 30, 2031. Trash collected curbside in Reading is hauled directly to Reworld in Haverhill, MA, by individual curbside collection trucks.

**1.2 Summary of Proposal Services**

The Town seeks proposals for the following services:

1. Hauling of trash of an average of 7,000 tons of trash per year from the Town.
2. 5-day collection of automated curbsides residential trash.
3. 5-day collection of automated curbsides residential recyclables.
4. Recyclables processing at a materials recovery facility.
5. Curbside yard waste collection and hauling to a disposal location within the Town of Reading.
6. Christmas tree collection and hauling to a disposal location withing the Town of Reading.
7. Dumpster collection services for selected Town properties and a few residential condominium developments
8. Compactor services
9. Curbside collection of residential bulky items, whitegoods/large recyclable items
10. Scrap metal collection, hauling and disposal

11. Paper Shredding
12. Rigid Plastic Collection Events
13. The Town will consider proposals that include some or all the desired services listed herein.

### **1.3 General**

- a) Length of Contract: The Town requests proposals from vendors to commence service on July 6, 2026. The Town seeks proposals for a five (5) year contract that will expire on June 30, 2031.
- b) The RFP document, which will be incorporated into the contract by reference, consists of the following (including all modifications thereof, incorporated in any of the documents before execution of the contract):
  - a. Part 1 – Request for Proposals and Instructions to Proposers
  - b. Part 2 – Specifications
  - c. Part 3 – Proposed Standard Contract (non-negotiable)
  - d. Part 4 – Certificates of Non-Collusion and Tax Compliance
  - e. Part 5 – Exhibits (A through R)
    - i. Exhibit A – Holiday Schedule
    - ii. Exhibit B – Municipality Description Service Recipient Details
    - iii. Exhibit C – Trash Cart Collection Schedule (Residential & Special Condominium Locations) - All Curbside
    - iv. Exhibit D – Recycling Cart Collection Schedule (Residential & Special Condominium Locations) - All Curbside
    - v. Exhibit E – Recycling Cart Collection (Schools/Town Buildings, Multi-unit Condo Exceptions)
    - vi. Exhibit F – Trash Cart/Barrel Collection Schedule (Town Buildings & Properties)
    - vii. Exhibit G – Dumpster Schedule (Trash)
    - viii. Exhibit H – Dumpster Schedule (Recycling)
    - ix. Exhibit I – Acceptable Bulky and Whitegoods Items
    - x. Exhibit J – Single Stream Recycling Specifications, Terms and Conditions
    - xi. Exhibit K – Recycling Composition Audit for the Town of Reading
    - xii. Exhibit L – Example of Annual Residential Education Guide
    - xiii. Exhibit M – Prevailing Wage Rates
    - xiv. Exhibit N – Price Fluctuation and Fuel Charge
    - xv. Exhibit O – IRS Form W-9
    - xvi. Exhibit P – Trash & Recycling Route Maps
    - xvii. Exhibit Q – Dead-End Streets within the Town of Reading
    - xviii. Exhibit R – One-Way Streets within the Town of Reading
- c) Contract award is subject to the availability and appropriation of funds. The Town shall cancel the contract entered into if funds are not appropriated or otherwise made available to support

the continuation of performance hereunder at any time during the Term and any extension thereof.

#### **1.4 Exemption from Commonwealth of Massachusetts, General Laws Chapter 30B**

This contract is exempt from public bidding requirements under M.G.L. Ch. 30B s. 1(30). As such, the Town reserves the right to negotiate this contract with proposers.

#### **1.5 Timeline for Submission of Proposals**

Any Proposer that desires to submit a proposal for the tasks specified in this RFP shall thoroughly review and be familiar with the RFP and Instructions to Proposers, Specifications, Exhibits and Contract (all included in this RFP) before submitting its Proposal. While the Town has made every effort to ensure that this information presented in this RFP is accurate, Proposers are on notice that they rely on this information at their own risk, and they are urged to verify any and all information which they believe is material to their Proposal.

Proposers shall submit four (4) original, signed paper copies of the complete proposal. In addition, all parts of the proposal shall be provided electronically in a USB Flash Drive.

#### **1.6 Timeline for Solicitation and Deliverables**

Release Date of RFP	9:00 AM, Tuesday, May 27, 2025
Optional Pre-Proposal Meeting (see 1.21)	10:00 AM, Thursday, June 5, 2025
Deadline for Round 1 Questions	10:00 AM, Wednesday, June 18, 2025
Round 1 Question Responses Sent By	5:00 PM, Wednesday, June 25, 2025
Deadline for Round 2 Questions	10:00 AM, Tuesday, July 8, 2025
Round 2 Question Responses Sent By	5:00 PM, Tuesday, July 15, 2025
Proposal Due Date	1:00 PM, Thursday, July 31, 2025
Anticipated Award Date	September, 2025
Contract Start Date	Sunday July 5, 2026

- a) Deadline: Sealed proposals are due by 1:00 PM on July 31, 2025, at the Town Clerk Offices. The Procurement Officer, in their discretion, may refuse to consider a Proposal that is not in his possession or in the possession of authorized representatives by the above deadline. Proposals shall include a Technical Proposal and the Proposer's Price Proposal. Submissions shall be labeled "**PROPOSAL – 25-25 Trash & Recycling Collection Services**", addressed and delivered to the following location:

**Town of Reading,  
Town Clerk's Office  
Procurement  
16 Lowell Street  
Reading, MA 01867**

- b) A Proposal must be signed as follows: (1) if the Proposer is an individual, by him/her personally; (2) if the Proposer is a partnership, by name of the partnership, followed by the

signature of each partner; (3) if the Proposer is a limited liability company, by each manager of the company; or (4) if the Proposer is a corporation, by an authorized officer, whose signature shall be attested by the Secretary of the Corporation and the Corporation Seal affixed.

- c) A Proposer may withdraw its Proposal up to one (1) hour prior to the time set for the opening of the Proposals, provided the request for withdrawal is presented in writing, signed by the Proposer in the manner required for submitting of a Proposal.
- d) Each Proposal must be sealed and must contain Technical and Price proposals. The technical proposal shall contain the following:
  - ☐ Cover letter including a description of proposed services
  - ☐ Bid Bond
  - ☐ Evidence of Ability to Obtain Performance Bond
  - ☐ Bank References
  - ☐ Financial Statements
  - ☐ Description of Existing Business and Proposer Experience
  - ☐ Organization Chart
  - ☐ Name and Resume of Contract Manager to be assigned to Municipalities
  - ☐ List of References from other municipalities
  - ☐ List of Vehicles and Equipment to be used to perform the contract
  - ☐ Non-Collusion and Tax Compliance Certification
  - ☐ Evidence of Insurance
  - ☐ IRS Form W-9

The price proposal shall contain one or more completed Price Proposal Sheets.

### **1.7 Opening and Consideration of Proposals**

- a) Each Proposal shall be opened by the Procurement Officer and reviewed by an evaluation committee.
- b) Consideration and acceptance of all proposals shall be based on the ability of the Proposer to meet the specifications set forth in the terms, conditions and specifications of the RFP and contract documents and shall be evaluated based on the criteria set forth below.
- c) The Town reserves the right to reject any and all proposals, or parts thereof, or items therein, and to waive any defect or irregularity as to form. The Town is under no obligation to accept the lowest price proposal and further, the Town is not required to award the Contract at all. Instead, the Town reserves the right to base its decision on the entirety of the information provided and its sole judgement as to the best service(s) provided.
- d) No proposal shall be withdrawn within ninety (90) days after the opening thereof. The Town shall have the time as indicated in which to investigate and evaluate the proposals. The Town

will then enter into negotiations with the highest ranked Proposer based on the evaluation criteria below. If these negotiations fail, then the Town will negotiate with the second highest ranked Proposer and so forth, downward, as necessary. No Proposer shall have the right to withdraw, change or alter their Proposal within the said time.

- e) Timely delivery of a bid at the location designated shall be the full responsibility of the Proposer. In the event that the Purchasing Office is closed on the date or at the time that proposals are due, the date and time for receipt of proposals shall be on the next business day following that Town Hall and the Purchasing Office are open.

### **1.8 Evaluation Criteria**

In addition to considering price and completeness of the technical proposals, the Town shall, in considering each Proposal and prior to any determination or award, investigate and evaluate the proposals and the Proposers using the following criteria:

- a) Plan of Services: The preferred plan of service will demonstrate that the Proposer will: provide a very high level of customer service to the Town and their residents; be consistently reliable and responsive to the needs of the Town; ensure that its workers are highly competent, polite, knowledgeable and conversant on waste bans and the Town's trash limits and recycling requirements; comply with the provisions of the Contract and the reasonable direction of the Town; be proactive and creative in confronting problems and resolving conflicts; and work with the Town to educate and promote waste reduction to residents.
- b) Experience: The preferred proposal will demonstrate extensive prior experience in contracts for similar service(s).
- c) Qualifications: The preferred proposal will provide at least three municipal references that report favorably upon and highly recommend the Proposer.
- d) Safety Record: The preferred proposal will include documentation of safety standards and training.
- e) Financial Responsibility: The preferred proposal will include financial statements that reveal financial strength, consistent profits, minimum debt and a record of responsible debt and asset management.
- f) Equipment and Schedule: The preferred proposal will demonstrate that the Proposer possesses or is able to possess by the commencement date sufficient equipment that is in excellent operating condition to service the needs of the Town that the Proposer will be fully able to comply with the scheduling requirements in the RFP.

### **1.8.1 Comparative Evaluation Criteria**

#### **1. Operational Approach and Service Quality**

a. Highly Advantageous: The proposer demonstrates a comprehensive, proactive approach to waste and recycling services. The plan includes highly competent, courteous staff knowledgeable about Town-specific waste bans and recycling rules. The proposer emphasizes flexibility, collaboration, and creative conflict resolution, with a clear commitment to promoting waste reduction education in partnership with the Town.

b. Advantageous: The proposer outlines a satisfactory operational plan with trained staff and some town-specific knowledge. Some commitment to conflict resolution and resident education is evident, though not deeply detailed or fully integrated.

c. Not Advantageous: The proposer provides a basic operational approach with limited detail on staff competence, problem-solving, or educational efforts. Plan appears generic and not specifically tailored to the Town's needs.

#### **2. Customer Service and Responsiveness**

a. Highly Advantageous: The proposer demonstrates an exceptional commitment to customer service by offering dedicated staff and multiple communication channels, including familiarity with SeeClickFix, or similar platforms to allow real-time issue reporting and tracking. The proposer showcases a structured system for timely responses, feedback loops with residents, and performance tracking.

b. Advantageous: The proposer outlines a solid customer service plan with traditional communication channels (e.g., phone, email), and mentions SeeClickFix or similar platforms, though integration is limited or under development. Responsiveness is described but lacks robust metrics or systems.

c. Not Advantageous: The proposer provides a minimal or vague customer service plan, does not have familiarity with SeeClickFix or similar technology, and lacks clear strategies for issue tracking or response time management.

#### **3. Experience**

a. Highly Advantageous: The proposer demonstrates extensive experience (5+ years) in providing similar municipal waste and recycling services, with documented success and scalability across towns of comparable size.

b. Advantageous: The proposer demonstrates moderate experience (3–5 years) in providing similar services, with general success in past municipal contracts.

c. Not Advantageous: The proposer demonstrates limited experience (less than 3 years) in providing similar services, or primarily in non-municipal settings.

#### **4. Qualifications**

- a. Highly Advantageous: The proposer provides at least three municipal references that highly recommend their services, citing reliability, responsiveness, and quality.
- b. Advantageous: The proposer provides three references with generally favorable reviews, though not all strongly recommend the proposer.
- c. Not Advantageous: The proposer provides fewer than three references, or the references are mixed or lack strong recommendations.

#### **5. Safety Record**

- a. Highly Advantageous: The proposer includes thorough documentation of a formal safety program, regular training, and an excellent safety record with minimal violations or incidents.
- b. Advantageous: The proposer includes basic safety documentation and training protocols, with an average safety record.
- c. Not Advantageous: The proposer includes minimal or no documentation of safety standards or has a questionable safety history.

#### **6. Financial Responsibility**

- a. Highly Advantageous: The proposer submits comprehensive financial statements showing consistent profitability, minimal debt, strong asset management, and clear financial stability.
- b. Advantageous: The proposer submits financial documents indicating general financial health, with some debt or occasional profit variability.
- c. Not Advantageous: The proposer submits incomplete financial documentation or reveals weak financial performance, high debt, or financial instability.

#### **7. Equipment and Schedule**

- a. Highly Advantageous: The proposer demonstrates possession (or secured acquisition) of less than one year old modern, and well-maintained equipment, and provides a clear, realistic plan to meet or exceed scheduling requirements.
- b. Advantageous: The proposer demonstrates access to mostly adequate equipment and a feasible plan for meeting scheduling needs.
- c. Not Advantageous: The proposer lacks sufficient equipment or provides an unclear or unrealistic plan to meet the Town's scheduling requirements.

### **1.9 Award of One or More Contracts**

The Town will select a single Proposer for a given collection service, as set forth in Section 1.2 of this RFP. However, nothing contained herein shall be construed to require the Town to select a single Proposer for multiple collection services and the Town reserves the right to award collection services to different Contractors on an unbundled basis. As demonstrated on the Price Proposal Sheet, proposers must submit separate pricing for each collection service included within their proposal. If the pricing varies based on whether the services awarded are bundled or unbundled, the Proposer must specify the different pricing for each bundled or unbundled collection service on separate Price Proposal Sheets.

### **1.10 Bid Bond**

A Bid Bond, Treasurer's check or Certified check in the amount of five percent (5%) of the total proposed price for one year for each service the Contractor proposes to undertake for each town service shall be submitted with this proposal. The Bid Bond shall be submitted with the Price Proposal Sheet. The Town reserves the right to exercise their options under the Bid Bond if a Proposer does not negotiate in good faith a contract substantially as written in the RFP or for any other valid reason including, but not limited to, withdrawal of the Proposer's bid.

### **1.11 Performance Bond**

The successful Proposer shall submit at the time of the execution of the Contract an annual Performance Bond equal to one hundred percent (100%) of the total contract value for the fiscal year for the faithful performance of the Contract. Proposers must submit evidence of their ability to acquire such bonding with their Proposal. The bond shall be renewed on an annual basis ninety (90) days prior to the start of each ensuing fiscal year.

### **1.12 Bank Reference and Audited Financial Statements**

Each Proposer must provide at least two Financial Credit References from banks or other financial institutions with which the Proposer transacts and deals with on a regular basis. Each Proposer must also submit as part of the Proposal the previous two (2) years audited financial statement. The Municipalities will, to the extent permitted by applicable law, maintain the confidentiality of all materials labeled as "Confidential" by the Proposer. (See 1.17 below)

### **1.13 Insurance Verification**

Each Proposer must provide, as part of the Proposal, evidence of its ability to obtain insurance in the amount stated in Part 3 of this RFP. The selected proposer(s) shall be required to provide a Certificate of Insurance naming the Town as an insured.

### **1.14 Non-Collusion Form**

Each Proposer must submit with the Proposal a signed Non-Collusion Certification as if same were required under M.G.L. Chapter 30B, Uniform Procurement Law.



### **1.15 Prevailing Wage**

In accordance with M.G.L Chapter 149, 27F, the wage rates for workers under this contract are to be paid at the rates established by the Commissioner of the Massachusetts Department of Labor and Workforce Development. Please see Exhibit M for further information.

### **1.16 Proposer/Contractor Qualifications and Equipment**

The experience of the Proposer with curbside material collection, handling and transportation must be fully detailed and described. It is desirable that the Proposer has had at least three (3) such curbside collection contracts in the past five (5) years, at least one (1) of which is of relatively similar size and services to a contract with one of the Municipalities as specified herein. The Proposer must identify the full extent of involvement in the referenced contract. The Proposer must provide an organizational chart showing the proposed managerial organization associated with providing collection services to each Town. This chart shall identify, by name and title, a Contract Manager to be assigned to each or both Municipalities. A resume of the Contract Manager(s) must be included in the Proposal. The identified Contract Manager is a material consideration of the Municipalities in evaluating proposals. Each Proposer shall provide references as a part of its proposal including:

- References from other Massachusetts municipalities for whom similar trash/recycling collection services are now or have recently been performed under contract; and
- Other references relevant to the Proposer's character and integrity, record of good business practices, management ability, and experience.
- Each reference shall include the name, address, email address, and telephone number of an individual whom the Town may contact to discuss the Proposer's managerial ability, financial standing, and/or business experience. Each Proposer shall fully describe the nature of its existing business and shall indicate the number and types of vehicles and equipment it intends to utilize in the performance of this Contract as well as where this equipment will be housed and maintained. If the Proposer intends to purchase new equipment to provide the services requested through this RFP, it must provide a manufacturer delivery guarantee with the Proposal.

### **1.17 Background Investigation**

The Town may investigate the background of each Proposer to determine its ability to perform the work. The Proposer shall furnish any information requested for this purpose.

### **1.18 Confidentiality**

The Town shall, as permitted by law, maintain the confidentiality of information provided by the Proposer if specifically requested to do so in writing, but the Municipalities shall bear no liability arising from the disclosure of such information. Proposers are advised to consult the public records, disclosure, and bidding, and open meeting laws of the Commonwealth.

### **1.19 Questions by Offerors**

All questions by prospective Proposers concerning interpretation of the RFP, Forms, Specification, Proposed Contract, Insurance or Bid, must be received in writing by email ([purchasing@readingma.gov](mailto:purchasing@readingma.gov)).

Round 1 Questions are due by 10:00AM, June 18, 2025, and Round 2 Questions are due by 10:00AM, July 8, 2028, in accordance with the schedule set forth in 1.6. All responses and interpretations to questions shall be issued by the Municipalities in the form of written addenda emailed to each prospective Proposer by 5:00PM on June 25, 2025, for Round 1 Questions and by 5:00PM on July 15, 2025, for Round 2 Questions.

### **1.20 Optional Pre-Proposal Meeting**

In addition to receiving questions in writing, an optional pre-proposal information meeting will be held on June 5, 2025, at 10 AM at the Reading Town Hall Conference Room, 16 Lowell St. A virtual option will not be made available. Questions and comments on the RFP are welcome from prospective Proposers.

### **1.21 Payments for Damages**

The Town shall be entitled to assess liquidated damages against the Contractor for its failure to perform the following specified obligations for the Work. Contractor acknowledges and agrees that the liquidated damages provided herein are not penalties but represent a fair measure of damages which will be sustained by the Town in the event Contractor fails to perform any of the following specified obligations.

The Town shall have the right to withhold the amount of liquidated damages assessed by it from any payment owed to Contractor as a credit or set off of such amount, provided the Town notifies the Contractor of the specific assessment in advance of deduction.

Town's failure to assess liquidated damages shall not constitute a waiver of its rights to hold Contractor in default nor does the Town waive its right to claim and collect damages for the Contractor's default on any of its obligations for Trash and Recycling Collection Services by reason of the Town's failure to provide a liquidated damage hereunder for such default.

<b>Town of Reading - Liquidated Damages</b>			
A	Use of collection vehicle that is operated in conjunction with this Contract for the collection and/or haul of trash/recyclables other than provided for under the provisions of the Contract.	Each Instance	\$5,000
B	Failure to comply with an order of the Town within 10 business days to increase the number of vehicles when necessary for the fulfillment of the Contract.	Per day per truck not placed in service	\$2,500
C	Collection of trash, recyclables, or any other material covered by this contract before 6:30 AM	Each Instance	\$1,000
D	Commingling trash collected from the Town with trash from any other source.	Each Instance	\$1,000
E	Continued violation of traffic laws, ordinances or regulations during collection and transportation after written notice from the Town.	Each Instance	\$500
F	Failure to comply with state and local waste bans, with other applicable laws regarding collection and disposal of materials and with the provisions in this Contract regarding restrictions on what may and may not be collected with the trash.	Each Instance	\$500
G	Failure to replace or repair leaky or otherwise faulty dumpsters or trash compactors within seven (7) days of being notified in writing of the leaky or otherwise faulty equipment by the Town.	Per Day	\$200
H	Failure to submit monthly weight slips to the Town in a timely matter as required by these specifications.	Each Instance	\$100
I	Failure to close and latch dumpster enclosure gates or lock bar.	Each Instance	\$100
J	Failure or neglect to collect materials, covered under this Contract, which were properly placed at curbside before the daily collection time, or from schools, municipal facilities or select condominium properties as required herein within twenty-four hours of that collection time, for reasons including but not limited to truck failure or operator error.	Each Instance	\$100
K	Failure to comply with other reasonable requests from the Town with respect to the performance of this contract.	Each Instance	\$100

L	Failure to properly use stickers, tags or other notices for residents when rejecting unacceptable materials or improperly prepared carts, or failure to communicate a rejection following the agreed upon rejection procedure.	Each Instance	\$100
M	Failure to provide and maintain collection vehicles, conveyances, dumpsters and trash compactors that are in good, clean and functional condition as provided for in the specifications, or failure to clean such vehicles, conveyances, dumpsters and trash compactors as required in the specifications.	Per Instance	\$100
N	Failure or neglect by the Contractor to complete missed pickup requests, for all materials covered under this contract, within 1 day (Sundays and holidays excluded) of receiving notification by the Town.	Each Instance	\$100
O	Failure or neglect to furnish a daily schedule or a revised schedule of collection and disposal.	Each Instance	\$100
P	Failure to return emptied trash carts, recycling carts, dumpsters, or trash compactors to the location from which they were found at the time of collection. This shall also include any throwing of or causing damage to carts, dumpsters, and trash compactors. Furthermore, this shall also include the leaving of carts in the streets, driveways, sidewalks or other locations such that they obstruct vehicle or pedestrian traffic or otherwise pose a hazard.	Each Instance	\$100
Q	Failure to repair or replace residential property including but not limited to mailboxes and fences, which were damaged by the Contractor.	Each Instance	\$100
R	Failure to clean up litter, debris, swill, fluids, or loose materials spilled onto the street or curb during collection.	Each Instance	\$100
S	Collection of Christmas trees containing plastic bags or decorations, or seasonal greenery containing metal wire (or any other material which is not biodegradable).	Each Instance	\$100

### **1.22 Financial (invoicing, credits, payment, etc.)**

- a) The Bid shall be provided in itemized terms for each service at full cost for year one to provide services in the Town. The Bid must include the cost to collect from service recipients added during the contract period.
- b) All subsequent years' costs may be increased or decreased due to factors identified in RFP Exhibit N.
- c) Requirements for Invoicing. The Contractor shall invoice the Town for all services, including collection and disposal services and emergency services, at the end of each month of service. The Contractor shall submit to the Town an invoice not more than ten (10) working days after completion of the last collection of the previous month for payment of service performed under this contract. The invoice from the Contractor must include:
  - a. A breakdown of deliveries to the recycling processing facility.
  - b. A copy of the appropriate page of the publication(s) (e.g. [www.secondarymaterialspricing.com](http://www.secondarymaterialspricing.com)) that shows the commodity prices used to calculate the fee for processing the Town's recyclable materials.
  - c. Original certified weight receipts shall be submitted with the corresponding invoice.
  - d. Separate itemized charges for services provided to the Town and services provided to all other service recipients. Itemized charges include all collection costs and transportation costs.
- d) Payment of Invoices. The Town shall pay approved invoices on a net thirty (30) day basis after approval by the Town. In the event that the Town notifies the Contractor in writing of any discrepancies or deficiencies in a monthly invoice, the Town shall pay the Contractor any undisputed amounts on a net thirty (30) day basis after said notice by the Town.
- e) The Town shall pay disputed amounts on a net thirty (30) day basis after resolution of dispute with the Contractor. If any amount listed on the invoice(s) remains in dispute after discussion of the invoice pursuant to this section, payment is subject to adjustments as set forth below.
- f) Adjustments to Payments. In the event that the Contractor fails to provide services as provided under this Contract and after receipt of written notice from the Town, the Contractor shall reimburse the Town for all costs incurred by the Town to provide such services.
- g) In the event the Contractor fails to maintain or submit adequate and accurate records pursuant to this Contract or by law, or fails to maintain records for services performed under this contract separate from records for other services, and the Town incurs any cost for the creation, recreation, correction or maintenance of such records, the Contractor shall reimburse the Town for any and all such costs incurred by the Town.

- h) If the Town makes any payments or incurs any cost for which the Town is entitled to reimbursement from the Contractor pursuant to this contract, the Town shall have the option to deduct such reimbursement from any payment due to the Contractor from the Town. The Town shall submit to the Contractor written documentation in support of such deduction upon request of the Contractor. In the event the Town does not deduct such reimbursement from the payment due to the Contractor, but submit an invoice to the Contractor for reimbursement, the Contractor shall reimburse the Town in not more than fifteen (15) days of receipt of said invoice.
- i) Annual Adjustment to Compensation during Contract Years 2 – 5. Adjustments to compensation at the end of every year during the course of the contract must be calculated based on the factors identified in Exhibits M and N. The same annual adjustment factor shall be applied to liquidated damages.

### **1.23 Quality Requirements, Standards and Procedures**

#### **General**

Compliance. The Contractor shall provide all services in compliance with the terms, requirements, specifications, and procedures of this Contract. The procedures for the occurrence of planned or unplanned deviations and corrective action are included in this section or with more specificity in other sections as appropriate.

#### **Deviation**

- a) Planned Deviation. Should the Contractor anticipate the necessity for a temporary deviation from any term, requirement, specification, standard or procedure of this Contract, the Contractor shall request written authorization from the Town permitting the planned deviation prior to the implementation of the requested deviation.
- b) Unplanned Deviation. Except in the case of a force majeure event, any unplanned deviation, variance, or failure to comply with any term, requirement, specification, standard or procedure set forth in this Contract shall be prohibited and shall result in any corrective action as determined by the Town.
- c) Corrective Action. The Contractor shall thoroughly investigate the circumstances, events, actions, and other observations leading up to and occurring at the time of a planned or unplanned deviation in order to identify the cause. When the cause has been confirmed, corrective action shall be developed and immediately implemented to prevent further repetition. Copies of all documents including reports of, or interrelated with incident, corrective action and quality improvement plan shall be submitted, upon request, to the Town.

Except in the case of a force majeure event, if the Contractor shall fail to comply with any requirement, specification, standard or procedure of this contract the Contractor shall be subject to any corrective action or other action by the Town as provided by this contract or by law.

#### **1.24 The Town Representative**

The Town Representative for this contract is the Director of the Department of Public Works or their designee. The Town Representative will act in connection with completion of the work in accordance with the Contract Documents.

#### **1.25 Contract Price**

The Town will pay Contractor for performance of the work in accordance with the Contract Documents in current funds at the price agreed upon in the Contractor's submitted Price Proposal Sheet.

#### **1.26 Applications for Payment**

Contractor shall submit Applications for Payment in accordance with Section 1.27 below. Applications for Payment will be processed by the Town Representative as provided in the Conditions of the Contract.

#### **1.27 Payments**

**1.27.1** In consideration for performance of the work in accordance with the requirements of this Contract, the Town shall pay the Contractor the prices set forth in the Contractor's Bid, a copy of which is attached hereto and incorporated by reference.

**1.27.2** Payment shall be made to the Contractor for work completed in accordance with this Contract. All requests for payment shall be submitted to the Town in an invoice and shall specify work completed and the prevailing wage rate for each employee who performed work on this project.

**1.27.3** If the Town objects to all or part of any invoice, the Town shall notify the Contractor in writing as described in Section 1.23.

**1.27.4** No payment by the Town to the Contractor shall be deemed to be a waiver of any right of the Town under this Contract or ratification by the Town of any breach hereof by the Contractor.

**1.27.5** The Town's right to stop work: If the work is defective, or Contractor fails to supply sufficient skilled workers or suitable equipment, including back-up equipment as described in Part 2, Specifications, to perform the Work in such a way that the completed work will conform to the Contract Documents, the Town may order Contractor to stop the work, or any portion thereof, until the cause for such order has been eliminated; however, this right of the Town to stop the work shall not give rise to any duty on the part of the Town to exercise this right for the benefit of Contractor, any subcontractor, any supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

**1.27.6** If the Town orders the Contractor to stop the work or the Contractor has informed the Town that it is aware that it will not be able to complete the work at a future date, the Town reserves the right to perform the work, calculate the cost of doing the work, and subtract that cost from any amount owed.

## **Part 2 Specifications**



The specifications as used in this Part 2 Specifications, the term “Town” shall mean the Town in which the services and collection are being provided. These Specifications shall be incorporated in and made part of the Contract(s) awarded pursuant to this RFP.

**Definitions.** The following words and terms shall, for all purposes of the RFP and the Contract(s) awarded pursuant to the RFP, have the following meanings, unless the context clearly indicates a different meaning or intent:

**"Acceptable Waste"** means all household and non-hazardous municipal waste of the type currently generated or present within the corporate boundaries of the Town and now currently collected and disposed of on behalf of the Town. Acceptable Waste may include non-recyclable plastics, non-recyclable paper products, diapers, food and other constituents that normally appear in residential trash, but does not include explosives and ordnance materials, pathological waste, radioactive waste, hazardous waste, oil, mercury, cesspool or other human or animal waste, human and/or animal remains, motor vehicles and parts, large machinery or any type or kind of Hazardous Material as defined herein, or materials deemed "Waste Ban" items by the Massachusetts Department of Environmental Protection. Commonly referred to as “trash.”

**"Affiliate"** with respect to any person, corporation, firm or entity, any person, corporation, firm, or entity, which directly or indirectly, controls or is controlled by or is under common control of such person, corporation, firm or entity.

**"Approved Equipment"** means containers approved by the Town for holding Trash, Recycling, or Leaves.

**"Bulky Waste"** means non-recyclable items too large to fit into Approved Equipment, capable of being accepted at the designated disposal facility, that do not exceed six feet in any one dimension or one hundred fifty (150) pounds in weight, with the exception of sofas, which will be collected so long as they do not exceed 8 feet. Carpeting must be rolled and tied into bundles not exceeding four (4) feet. Said items shall include, but not be limited to, household furniture but shall exclude municipal solid waste, large household appliances (white goods), devices containing Freon or similar refrigerant chemicals, cathode ray tube televisions / monitors, flat panel televisions / monitors, and other waste ban items. Also refer to Exhibit I.

**"Collection Route"** the schedule of streets and locations from which curbside collection is performed during a particular day of the work week. Each collection route shall permit the collection, transport and disposal of approximately 1/5 of the total households in the Town.

**"Container"** means receptacles and carts that hold trash, recycling or yard waste.

**"Contract"** or **"Agreement"** means the Contract between the Contractor and the Town.

**"Commencement Date"** means 12:01AM local time on July 5, 2026.

**"Director"** means the Director of Public Works for the Town, or their designee, in which the services and collection are being provided. The Public Works Director or their designee shall act as the Town’s representative in all matters relating to the services to be performed by the Contractor under the provisions of this Contract.

**"Commonwealth"** the Commonwealth of Massachusetts.

**“Curbside Collections”** means services that are performed for an entire route area each week including curbside collection services for trash, recyclables, scrap metal, Christmas Trees, and leaves.

**“Daily” or “Operating Day”** any day of the week other than, a Saturday (except when a holiday falls on a working day earlier in that same week), a Sunday, a legal holiday, or as directed by the Director of Public Works.

**“Disposal”** disposing of trash in a legal manner at a permitted facility.

**“Disposal Facility”** means the permitted facility contracted by the Town to accept trash for disposal.

**“Effective Date”** means July 5, 2026.

**“Hazardous Materials”** means material addressed by regulations adopted by the United States Environmental Protection Agency, pursuant to the Resource Conservation Recovery Act of 1976, as amended.

**“Legal Holiday”** a list of Holidays can be found in Exhibit A. If a legal holiday is observed in Town, Monday through Friday, collection will be delayed by one day and will be made up by a Saturday collection.

**“Mixed Rigid Plastics”** a category of recyclable plastic, which includes hard or rigid plastic items that are not bottles, films, or other flexible plastic.”

**“Month”** means a calendar month.

**“Overflow Trash Bag”** means Town-provided and sold bag used for excess trash.

**“Recyclable Materials” or “Recyclables”** recyclable residential and municipal waste generated or present within the corporate boundaries of the Town consisting of paper, cardboard, glass and plastic bottles, metal cans, or any other material that may be deemed recyclable by the Department of Environmental Protection, or successor agency and the Contractor.

**“Service Recipient”** means a residential household, municipal location, or select condominium locations that receives collection services from the Town.

**“Service Year”** a twelve-month (12) period, beginning the first Sunday of the month of July of one calendar year and extending through the first Saturday of the month of July of the next calendar year (or a lesser time pro rata in the event of termination prior to the conclusion of the full service year), during which collection and haul services are provided to the Town by the Contractor pursuant to this Contract.

**“Single Stream Recycling”** means a system in which all paper fibers and comingled containers are collected and mixed together in a collection truck. In single stream, both the collection and processing systems must be designed to handle this fully comingled mixture of recyclables. Acceptable materials for Single Stream Recycling more fully described in Exhibit J, includes, but is not limited to all of the following: paper; corrugated cardboard; newspapers (including all inserts); magazines; catalogs; telephone books; brown paper bags; white and colored office type paper; computer paper; junk mail (paper materials only); paperboard; soft and hard cover books; stationery; envelopes; booklets; pamphlets; greeting cards; manuals with glued bindings; file

folders; spiral notebooks; glass containers (clear and colored); metal containers (tin cans), including empty paint cans, aluminum cans, aluminum food containers and foil; plastic bottles, tubs, jars and jugs; any other recyclable materials, which may be mandated by any state or federal agency, provided they are capable of being accepted without modification to the existing single stream processing facility or which the parties may agree upon.

**“Unacceptable Waste”** includes the following:

- Materials banned from disposal as defined in 310 CMR 19.
  - Trash in excess of the Town-established limit and/or Trash not contained in Approved Equipment or Overflow Trash Bag. Construction and Demolition Debris: Construction, demolition and building materials or debris including excavated earth, stone, asphalt, drywall/sheetrock, lumber, brick, concrete, and cement and gravel.
- Industrial Waste including waste from manufacturing processes, manufacturing operations, food processing plants, and slaughterhouses.
- Leaf and Yard Waste, including tree stumps, sod and landscaping debris;
- Trees, tree limbs, stumps, or branches.
- Automobile parts: Batteries, engines, doors, autobody pieces, etc.
- Solid or liquid agricultural wastes.
- TVs and Computer Monitors
- Hazardous Materials: Any and all substances, products, by-products, waste or other materials of any nature or kind whatsoever which is or becomes listed, regulated, or addressed as hazardous, toxic, or a contaminant under any Federal or Massachusetts environmental law, and any materials, substances, by-products, water or other materials of any nature or kind whatsoever whose presence in and of itself or in combination with other materials, substances, products, by-products, or waste may give rise to liability under any such environmental law, and any substance, product, by-product, waste or any other material which may be hazardous or harmful to the air, water, soil, environment or affect industrial hygiene, occupational, health, safety or general welfare conditions. This includes, without limitation:
  - gasoline and waste oil,
  - oil-based paints, turpentine, paint thinners and shellac,
  - oven and drain cleaners and heavy-duty cleansers
  - Pesticides
  - lead-acid and rechargeable or mercury-containing batteries
  - Explosives
  - propane tanks and gas cylinders
  - PCBs and radioactive waste
  - fluorescent bulbs
  - any mercury-containing items
  - Other listed by EPA or MassDEP as banned from disposal, except as specified for special collection.

**"Waste Bans"** are prohibitions according to 310 CMR 19.017 on the disposal and transfer of certain toxic and/or recyclable items: glass, metal and plastic containers; paper, including cardboard; leaf and yard waste; asphalt pavement, brick, concrete, metal, wood (except as

disposed at combustion facilities); certain batteries; white goods; cathode ray tubes (TV and computer monitors); tires (except as disposed at combustion facilities); mattresses; and textiles.

**"Yard Waste"** for curbside collection purposes shall only include leaves and grass clippings.

## **1 Collection Requirements for Curbside & Dumpster Collections**

### **1.1. Frequency of Collection.**

**1.1.1** All Collections shall be performed during specified hours on Monday through Friday.

**1.1.2** Collections may occur on a Saturday with the prior written permission of the Town or when an Observed Holiday, listed on Exhibit A, or a when a weather-related condition interferes with the normal collection schedule. The decision to change a collection day due to occurrences of adverse weather is subject to the prior written consent of the Director or their designee. The Town reserves the right to postpone collections due to anticipated weather conditions.

**1.1.3** For those weeks in which an Observed Holiday, as defined in Exhibit A, occurs on a regularly scheduled collection day, Collections will occur on the next calendar day (i.e., collection will fall on a Tuesday when an Observed Holiday occurs on a Monday, the service that should have occurred on Tuesday shall occur on Wednesday, and so on).

**1.1.4** If the Contractor knowingly fails to complete any collection operations for the week as of Friday at 5:00 PM, or the Town notifies the Contractor of any missed collections for the week by 5:00 PM on Friday, the Contractor shall continue collection efforts beginning at 6:30 AM on the following day (Saturday) until all collection for the week is complete (not to surpass 5:00 PM on Saturday and excluding all Sundays or observed holidays).

**1.2 Hours of Collection.** The Contractor shall not begin Curbside Collections or dumpster collection before 6:30 AM. Such collection will not occur after 5:00 PM, except for occasions when collection after 5:00 PM is unavoidable due to adverse weather conditions, unusually heavy volumes, delays at the disposal or processing facilities, or as result of mechanical problems with the Contractor's equipment. The Contractor's route manager shall notify the Director or their designee when circumstances require collection to go beyond 5:00 PM.

**1.3 Late Collections.** If the Contractor collects Curbside Collections after 5:00 PM without the prior consent of the Director on more than one occasion in a thirty (30) day period, the Director may require, by written notice, that the Contractor increase the number of vehicles used pursuant to the provisions of Section 3.1 of these Specifications. The Contractor agrees to provide information related to the timing of specific completed collections, including but not limited to GPS data, to the Town within three (3) business days of the Town's request for such information.

**1.3.1.** If a street on a collection route is blocked for any reason, the Contractor shall approach the street from another direction or shall return at a later time that day, or at the latest, the morning of the next service day before starting that day's regular route. The

Contractor's route manager shall inform the Town Representative immediately once they determine if collection is impossible on the regular collection day due to blocked access. In such instances, the Director will make all reasonable effort to assist in obtaining access.

**1.3.2** The Town will make efforts to coordinate collection in advance if streets are blocked for planned construction projects. For example, trucks may be asked to stage at 6:30 AM on a street that is scheduled to be paved to provide collection service before paving begins for the day.

**1.4 Special Collections** - The Contractor shall be required to make a return trip or special collection to any residence or dumpster through failure of the Contractor. In addition, the Contractor may be required, at the Town's discretion, to make a maximum of fifteen (15) special collections or return trips per week at no additional cost to the Town in which special collection is not the fault of the contractor. Additional costs for minor special collections beyond fifteen per week shall be negotiated annually at the start of each contract year.

**1.5 Handling of Containers** – The Contractor shall handle dumpsters and Containers of Trash, Recyclables, or Leaves with care so that they will not be damaged. If containers are blocked by parked cars, drivers are required to get out of the trucks and manually move containers to the nearest available area to service each, such as a driveway or sidewalk ramp. After Trash, Recycling, or Leaf containers are emptied, they shall be returned “right-side up” to the approximate place where found. Containers shall be placed in a manner so as not to block driveways, streets, or sidewalks. When, in the sole judgement of the Town, employees of the Contractor damage, destroy or dispose of a Service Recipient's curbside collection container, the Contractor shall compensate the Town accordingly as specified within (Section 1.22 Payments for Damages). The Town shall provide written notice of such instances of damage, destruction, or disposal of curbside containers on a monthly basis, which shall include any restitution as described above.

**1.6 Clean up on Route** – The Contractor must pick up all spilled, blown, littered, and broken material resulting from its collection and hauling services. All trucks used to provide such services must be equipped with a broom and shovel. If at any time during Curbside Collections materials are spilled onto a street, sidewalk, or private property, the Contractor shall clean up and place in the collection vehicle all materials before proceeding to the next collection stop. If further arrangements are necessary for the immediate clean-up of spilled materials, Contractor shall immediately notify the route supervisor for assistance. If further arrangements are still necessary to resolve the situation, Contractor will communicate to the Town the unclean, unworkable, and/or unsafe condition.

**1.7 Route Supervisor** – The Contractor shall have available a route supervisor that will inspect and follow up each Collection Route daily to assure that collections are made in accordance with agreed upon provisions. The route supervisor shall also be used to respond to complaints and make immediate collection of Trash and Recyclables from complainants or where not otherwise

properly collected. If needed, the route supervisor may also be used to identify special circumstances as requested by the Town.

**1.7.1 Chase Vehicle** – If the Contractor has three (3) repeated occurrences that trigger liquidated damages (section 1.21) within 90 days, said contractor shall provide a chase vehicle and staff member to be dedicated to the Town of Reading full time to ensure the contract terms are fully satisfied. This vehicle and staff member shall remain in Reading for a period of 30 days free of any further occurrences that trigger liquidated damages.

## **1.8 Deviation from Collection Schedule**

**1.8.1** The Contractor shall not deviate from the approved collection schedule absent extenuating circumstances, as described in Section 1.1 above.

**1.8.2** The Contractor shall receive prior written authorization from the Town before any change or cancellation to the collection schedule or services.

**1.8.3** In the event that collection services are interrupted as provided in Section 1.1 and subsections, collection of the interrupted routes shall be resumed as soon as possible, and the Town shall be notified immediately of the change.

**1.8.4** In the event that collection services were delayed due to factors outside of the control of the service recipient, other than a delay due to a holiday, the Contractor shall accept all overflow trash from Service Recipients when collection resumes.

**1.8.5** Should the Contractor fail to provide or complete any collection without compliance with the provisions of Section 1.1, the Contractor shall be subject to action by the Town as provided in this Contract or by law.

**1.8.6** If, on occasion, a route cannot be completed due to Contractor's equipment failure and a vehicle from another route covers the incomplete route, a notification to the Town must be provided, no later than 4PM on the day the incomplete route occurs.

## **1.9 Prevention and Clean-up of Uncontrolled Release of Materials**

**1.9.1** The Contractor shall operate its Curbside Collections vehicles in such a manner that the vehicles will contain all materials within the vehicle and prevent an uncontrolled (and/or unintentional) release of any materials collected. The Contractor shall equip, operate and maintain all vehicles and equipment in a manner to prevent any uncontrolled or unintentional release of any contents, including but not limited to blowing or spillage, e.g., tight fitting covers, gaskets, doors for the prevention of leakage or any other unintentional release.

**1.9.2** If any released material causes, or has the potential to cause, an unsafe condition, including traffic disruption (e.g., broken glass or gas fumes from any oils), Contractor shall immediately call the local police, fire department or other emergency service as well as notify the Town Representative.

**1.9.3** If the release of any material requires reporting to any governmental body pursuant to any federal, state or local law, the Contractor shall do so immediately and notify the Town Representative of the release in writing and furnish the Town with a copy of such report.

**1.9.4** The operator of the vehicle or equipment shall remain at the site until instructed to leave by the authority in charge or the governing body.

## **1.10 Video Surveillance**

**1.10.1** The Contractor shall utilize video surveillance on all of its collection vehicles. Said surveillance devices shall be sufficient to record at a minimum all collection operations, with all recordings being available to the Town upon request.

## **2 Collection Routes**

**2.1 Collection Plan** - Collection routes are included in Exhibit P. The Contractor shall develop a collection plan detailing the truck deployment within each route for each service it provides to the Town. The collection plan shall include, at a minimum, the following information for the collection route:

- ☐ A standard map of start and end points for each truck within each route utilizing sharable GIS mapping, that such driver error can be avoided if staff changes were to occur.
- ☐ A plan to avoid particularly congested areas, such as school zones at peak times.

**2.2 Collection Plan Deadline** – The Contractor shall submit to the Town the completed collection plan not less than ninety (90) days prior to the start of collection services for the Town’s approval. The Contractor’s collection plan shall be approved by the Town at least fourteen (14) days prior to implementation.

**2.3 Collection Plan Changes** – The Contractor, from time to time, may propose changes to the routes for the Town’s prior approval, which approval shall not be unreasonably withheld.

## **3 Collection Vehicles for All Services**

**3.1 Vehicle Quantity and Quality.** All vehicles used for the provision of collection services shall be of sufficient size and capacity to operate efficiently. The Contractor shall maintain all collection vehicles in a safe and clean condition. All parts and systems of the vehicles and equipment shall operate properly and be maintained in a condition satisfactory for public safety.

Each vehicle and piece of equipment shall be compatible for safe and efficient unloading at the receiving facility. The Contractor warrants that by the Commencement Date of this Agreement, it shall own new equipment and have the exclusive right to use a sufficient number of existing collection vehicles and all necessary equipment, including reserve equipment in case of breakdowns of vehicles or equipment, so that there shall be no unnecessary delay in any collection services in accordance with the provisions of this Agreement.

New vehicles put into service pursuant to this Agreement shall be state of the art vehicles capable of automated and/ or manual collection. All vehicles and/or employees of the Contractor

in the performance of this Agreement shall have access to communications equipment, which operates on frequencies that shall not interfere with existing area frequencies or mobile communications. Each vehicle shall carry communications equipment.

Communications equipment shall be assigned to a specific vehicle. The Town shall have the power at any time to order the Contractor to increase the number of vehicles, at no additional cost to the Town, if in the judgment of the Director of Public Works such an increase is necessary for the fulfillment of the Agreement.

If upon receipt of such order, the Contractor fails to comply with such order within ten (10) days, or fails to respond with adequate reason acceptable by the Director as to why the increase is not warranted, such failure shall constitute a breach of the Agreement, and the Contractor shall forfeit in the form of liquidated damages the sum of \$2,500.00 for each day the Contractor fails to comply with such order, said penalty to be imposed for each additional truck ordered by the Town, but not placed in service by the Contractor.

**3.2 Vehicle Emissions.** All vehicles with diesel engines must be retrofitted with the latest available technology to minimize exhaust emissions. Fuel efficiency of actual collection vehicles used within the Town shall be made available to the Town upon request.

**3.3 Spare Vehicles.** The Contractor shall provide sufficient spare collection vehicles and equipment to ensure uninterrupted service throughout the term of the Contract. Spare equipment used in the collection and transport of Curbside Collections shall be functionally equivalent and compatible with primary equipment.

**3.4 Vehicle Condition.** Bodies for the trucks to be used for Curbside Collections shall be enclosed, watertight, readily cleanable, and sanitary, and capable of being unloaded by dumping or automatic push-out means. All equipment used by the Contractor shall be a standard product of a reputable manufacturer, so that continuing service and delivery of spare parts may be assured. The component parts of the equipment need not be a product of the same manufacturer. The body shall be so mounted that when fully loaded, the axle loading shall fall within the maximum load limit per axle as prescribed by state law and municipal code.

**3.4.1** The Contractor shall make adequate provision for maintenance and prompt repair of their equipment. All equipment used for the collection and transportation of Curbside Collections shall be thoroughly cleaned, both inside and outside, at least once each week, and sprayed with such deodorizing materials as may be deemed necessary by the Town. All equipment used by the Contractor shall be subject to inspection by the Town for sanitation, safety and appearance and use of such equipment shall be subject to approval or rejection by the Town at any time. The Contractor will replace any rejected equipment as soon as reasonably possible. Back-up equipment will be used if front-line vehicles are unavailable.

**3.4.2** If the vehicles used are for more than one purpose, the Contractor must provide and use an attachable sign that clearly indicates the type of material being collected. Prior to the commencement of service, Contractor shall provide the Town with a list with assigned truck numbers, indicating which service each truck will provide in each route.



After service has commenced, daily truck assignments will be sent to the Town Representative.

**3.4.3** Proposers shall provide specifications regarding the number and type of collection vehicles (including Year, Make, and Model), as well as where this equipment will be housed and maintained, along with corresponding personnel, in their Proposal.

#### **4 Service for Dumpsters, And Carts**

**4.1.** Service for Dumpsters, Carts at schools, municipal buildings, and select locations that are currently served through the Municipal program, including all identified public trash barrels, will remain bundled with the rest of the residential contract. Exhibits C through H, lists all municipal facilities, schools, and properties that require service and the desired size and type of container and frequency of service.

**4.2. Containers.** The Contractor shall provide the specified quantity and size of dumpsters, roll-off containers, and compactors, for Trash & Recyclables collected at schools, municipal facilities, and all other sites listed within Exhibits C through H, or any additional locations specified by the Town, by the Commencement Date. The Contractor shall be responsible for closing dumpster lids and, where dumpsters are enclosed, for opening and securely closing dumpster enclosures after collection. The Contractor shall coordinate delivery of all new containers with the Town to ensure a smooth transition and removal of all existing dumpsters and compactors with the Town's current vendor.

**4.3. Dumpster Condition & Repair.** Dumpsters shall have intact lids. Dumpsters shall be thoroughly cleaned, inside and out, and deodorized as needed when instructed by the Town. Dumpsters shall be cleaned and/or deodorized within seven (7) days upon request by the Town at no additional cost. All Dumpsters and Compactors shall be subject to inspection for sanitation, safety and appearance and subject to approval or rejection by the Town, at any time. Dumpsters and Compactors which are rusted, broken, leaking, missing lids or have broken/inoperable lids shall be repaired or replaced within seven (7) days of notification by the Town at no additional cost. Under no circumstances shall any condominium property, school or municipal facility be left without a collection container (dumpster or compactor) for any period of time.

**4.4. Pricing.** Proposals are sought for pricing for collection of various sizes of dumpsters, and roll-off containers beyond those provided in the base contract as indicated in Exhibits C through H. Pricing for trash dumpster service shall include container rental and hauling. Disposal of trash collected is a separate bid item. Pricing for recycling dumpster service shall include container rental and hauling. Processing of recyclables collected is a separate bid item. Pricing is requested standard (non-compacting) dumpsters for trash and recycling. This pricing may be used for adding and subtracting dumpsters from the list currently included in Exhibits C through H, over the course of this contract.

**4.5 Cart Replacement and Repair.** New trash and recycling carts have previously been provided to all residents to adequately service the municipal collection program through automated collection for trash and recyclables. Cart services and maintenance for equipment provided by the town is included in the contract, and no additional compensation shall be paid.

Cart services include repairs, deliveries, swaps, and removals. Cart services must be performed weekly if required. Cart service routes will be prepared weekly to align with residential trash days. Cart ownership will remain with the town. The Town will supply parts for the carts. Customer service for incoming cart service requests will be handled by the Contractor through See-Click-Fix. A communication method will be established through the vendor to a town representative so they are able to pick up the needed parts or carts for repair. The Town does have a serial number of all carts, the vendor will track any serial numbers associated with cart service work and report to the Town. Cart repair service requests shall be completed within five (5) business days from receipt of request. All other cart services must be completed within seven (7) business days from receipt of request.

## **5 Trash Disposal**

**5.1.** The Town is under contract with ReWorld Haverhill, LLC for all trash disposal services. The contract with ReWorld will expire June 30, 2031. All trash collected under this Contract shall be delivered to Reworld Haverhill, LLC (100 Recovery Way, Haverhill, MA 01835) for the duration of this Contract.

### **5.1.1 Alternate Trash Disposal Site Location**

If the trash disposal location should change, the Town shall notify the Contractor of said change immediately. If new location is within a 25-mile radius of the Town of Reading, by a straight line, the price of this contract will not be affected.

At all times the contractor's transport operation shall be conducted in compliance with applicable laws, rules and regulations of the Federal and State government, and Town By-laws.

In the event that the contractor is required to deliver trash to alternate sites beyond the 25-mile radius specified in this contract, they agree to do so at a rate not to exceed the Town's current trash disposal rate with ReWorld Haverhill, LLC.

## **6 Curbside Trash Collection**

**6.1** Proposals are sought for weekly collection and transportation of solid waste that is not otherwise considered to be recyclable, yard waste, hazardous waste, universal waste, construction or demolition debris, whitegoods, or unacceptable waste (i.e., "Trash") to the Town's designated disposal facility from all Service Recipients listed in Exhibits C through H. Under this contract, all curbside collection shall be automated cart collection.

**6.1.1. Curbside Trash Collection Using Town Issued Carts:** The Town has provided each household receiving Town trash collection (not served by a dumpster) with a single (64) gallon trash cart (green) acceptable for automated collection. For those requesting a smaller cart a (48) gallon trash cart was provided to them instead. For those requesting an additional trash cart, (1) additional (64) gallon trash cart was provided.

**6.1.1a** The Town has approximately 8,300 trash stops that receive weekly collection service. Carts set out for collection may not exceed fifty (50) pounds. Any trash outside the cart will not be collected unless specified in Section 7.6. The Town reserves the right to modify the provided cart size, in whole or in part, during the duration of the Contract.

**6.1.1b** The Contractor shall only collect Trash that is inside the automated cart(s) such that the lid is closed and/or in an Overflow Trash Bag(s) on top of or next to the collection cart.

**6.2** Trash collected from curbside Acceptable Equipment in Town must not be combined with trash from other sources under any circumstances.

**6.3** The Contractor shall collect trash only in amounts that comply with the curbside setout limitations set by the Town. The maximum trash allowance per household shall be (2) 64-gallon trash carts.

**6.4** The Contractor shall be responsible for assuring that collected Trash delivered to the disposal facility meets the facility's standards. Therefore, the Contractor is responsible for following the rejection procedure outlined in Section 7.8 when any container contains unacceptable materials, improperly mixed materials or materials not properly prepared for collection are identified.

**6.5** No additional compensation shall be provided to the Contractor for any increased tonnage experienced during the life of the contract because of new housing starts or for any other reason.

## **6.6 Dumpster Collection**

**6.6.1** See Exhibits G and H for a list of dumpster locations included within this Contract, to be serviced as indicated.

## **6.7 Overflow Trash Bags**

The Town reserves the right to make available to Service Recipients authorized Overflow Trash Bags for trash generated that does not fit into the Approved Equipment or within the stated trash limit. Cost for collection of Overflow Trash Bags shall be included in the annual price for Curbside trash collection. No additional compensation shall be provided for curbside collection of overflow trash bags. Each household shall be limited to (1) 33-gallon overflow bag per week must be placed on top of the existing trash cart in order to be collected. Overflow bags shall not be collected if the household is already utilizing a 2<sup>nd</sup> 64-gallon trash cart.

## **6.8 Maximum Allowable Weekly Trash Disposal Limits per Household**

The maximum allowable quantity of trash that will be permitted to be collected per household is either (2) 64-gallon Town issued trash carts or (1) 64-gallon Town issued trash cart with (1) 33-gallon Town of Reading overflow trash bag placed on top of the trash cart. Under no circumstances shall trash be collected (excluding bulk waste) which exceeds these contractual household trash disposal limitations.

## **6.9 Set Out Procedures**

Contractor shall collect Trash that has been placed at the curbside for collection. If Approved Equipment is blocked by parked cars, drivers are required to get out of the trucks and manually bring containers to the nearest available area to service, such as a driveway or sidewalk ramp. Curbside refers to the portion of the right-of-way adjacent to paved or traveled roadways. Containers set out for collection by Service Recipients shall be placed in such a manner as to allow unhindered collection service without blocking the sidewalk or vehicles in the right-of-way.

**6.9.1** The Contractor shall be responsible for any penalties associated with the collection or disposal of any Unacceptable Waste.

**6.9.2** Items that are unacceptable for Trash collection are subject to change, and the Town shall notify the Contractor of any changes as soon as practicable.

**6.9.3** Any penalties and fines imposed by the materials recovery facility for failure to meet specifications and any facility rejections shall be the sole responsibility of the Contractor. Any and all tipping fees or other disposal costs for rejected materials shall be the sole responsibility of the Contractor.

## **6.10 Rejection Procedure**

Contractor shall reject any unacceptable materials placed out for collection or containers improperly set out for collection pursuant to the process set forth in this paragraph.

**6.10.1** Containers, Approved Equipment, or materials rejected by the Contractor shall be tagged by the Contractor with a "Rejected" sticker applied in an obvious location, with the reason for rejection clearly stated on the sticker.

**6.10.2** Contractor's notifications of rejected material will be sent to the Town Representative by 5:00 PM on the day of collection, including the address of the collection and reason for the rejection. When possible, a photo shall be included.

**6.10.3** The Contractor shall provide the rejection stickers and be approved by the Town prior to use. Contractor must maintain an adequate inventory of rejection tags/stickers for improperly set out materials.

**6.10.4** Failure of the Contractor to place the "Rejected" sticker on unacceptable materials or improperly set out containers left at the curb will be treated as a missed collection and, at the determination of the Director, or designee, the Contractor shall be required to return to that location to collect the material or place such a sticker on the unacceptable material or improperly set out cart.

## **6.11 Disposal Prohibition**

The Contractor shall only deliver Acceptable Waste collected under the Contract to a processing facility, broker, or end user approved for such purpose by the MassDEP and the Town, and Contractor shall certify that collected materials were delivered to such approved site.

## **6.12 Ownership of Material**

The Contractor shall own the Acceptable Waste once loaded into Contractor's vehicles. Contractor will not take title to Unacceptable Waste. If there is an unacceptable material as defined above that was identified prior to the collection, the Contractor shall follow the rejection procedure as outlined in Section 6.9.

## **7 Curbside Recycling Collection Using Town Issued Carts**

**7.1.** The proposal shall include pricing for weekly and bi-weekly curbside collection from all Service Recipients of single stream recycling that includes mixed paper (including: newspaper and inserts; magazines, paper-bound books and catalogs; office and school paper; junk mail; chipboard/boxboard and corrugated cardboard containers) and comingled containers (including: glass, food, and beverage containers in any color; aluminum pie plates, containers, and clean foil; and all plastic bottles, jars, jugs and tubs; steel, aluminum tin and bi-metal food and beverage containers (collectively, "Recyclables," also refer to Exhibits D& E) and transportation to the Contractor's designated Material Recovery Facility.

**7.1.1** Automated Curbside Recycling Collection Service: The Town provided each household receiving Town recycling collection with a single (96) gallon recycling cart (blue), acceptable for automated collection. For those requesting a smaller cart, either a (64) gallon or a (48) gallon cart were provided to them instead. For those requesting an additional recycling cart, (1) additional (96) gallon recycling cart was provided.

**7.1.1a** There are approximately 8,300 recycling stops that receive weekly service in the Town. The Town reserves the right to modify the provided cart size, in whole or in part, during the duration of the Contract.

**7.2** Recyclables collected from curbside Approved Equipment in the Town must not be combined with recyclables from other sources under any circumstances.

**7.2.1** The Contractor shall collect recyclables only in amounts that comply with the curbside setout limitations set by the Town. The maximum recycling allowance per household shall be (2) 96-gallon recycling carts.

**7.2.2** The Contractor shall be responsible for assuring that collected Recyclables delivered to the materials recovery facility meets the processing facility's standards. Therefore, the Contractor is responsible for following the rejection procedure outlined in Section 7.4 when any recycling container which contains unacceptable materials, improperly mixed materials or materials not properly prepared for collection are identified.

### **7.2.3 Maximum Allowable Weekly Recycling Limits per Household**

The maximum allowable quantity of recycling that will be permitted to be collected per household is (2) 96-gallon Town-issued recycling carts. Under no circumstances shall recycling be collected which exceeds these contractual household recycling disposal limitations.

## **7.3 Set Out Procedures**

The Contractor shall collect Recyclables from Approved Equipment that are placed at the curbside for collection. If equipment is blocked by parked cars, drivers are required to get out of

the trucks and manually move equipment to the nearest available area to service, such as a driveway or sidewalk ramp. Curbside refers to the portion of the right-of-way adjacent to paved or traveled roadways. Equipment set out for collection by Service Recipients shall be placed in such a manner as to allow unhindered collection service without blocking the sidewalk or vehicles in the right-of-way.

**7.3.1** The Contractor shall be responsible for any penalties associated with the collection or disposal of any Unacceptable Waste.

**7.3.2** Items that are unacceptable for Recyclables collection are subject to change, and the Town shall notify the Contractor of any changes as soon as practicable.

**7.3.3** Any penalties and fines imposed by the materials recovery facility for failure to meet specifications and any facility rejections shall be the sole responsibility of the Contractor. Any and all tipping fees or other disposal costs for rejected materials shall be the sole responsibility of the Contractor.

#### **7.4 Rejection Procedure**

The Contractor shall reject any unacceptable materials placed out for collection or Approved Equipment improperly set out for collection pursuant to the process set forth in this paragraph.

**7.4.1** Containers or materials rejected by the Contractor shall be tagged by the Contractor with a “Rejected” sticker applied in an obvious location, with the reason for rejection clearly stated on the sticker.

**7.4.2** Contractor’s notifications of rejected material will be sent to the Town Representative by 5:00 PM on the day of collection, including the address of the collection and reason for the rejection. When possible, a photo shall be included.

**7.4.3** The Contractor shall provide the rejection stickers. Contractor must maintain an adequate inventory of rejection tags/stickers for improperly set out materials.

**7.4.4** Failure of the Contractor to place the “Rejected” sticker on unacceptable materials or improperly set out containers left at the curb will be treated as a missed collection and, at the determination of the Director, or designee, the Contractor shall be required to return to that location to collect the material or place such a sticker on the unacceptable material or improperly set out container.

#### **7.5 Disposal Prohibition**

The Contractor shall only deliver Recyclables collected under the Contract to a processing facility, broker, or end user approved for such purpose by the MassDEP and the Town, and Contractor shall certify that collected materials were delivered to such approved site.

#### **7.6 Ownership of Material**

The Contractor shall assume ownership of collected Recyclables loaded into Contractor’s vehicles. Contractor will not take title to Unacceptable Waste. If there is an unacceptable

material as defined above that was identified prior to the collection, the Contractor shall follow the rejection procedure as outlined in Section 7.4.

## **8 Recyclables Processing**

**8.1** The Contractor shall determine and include pricing for the most cost-effective location for processing of collected Recyclables. The location shall be a materials recovery facility where materials are sorted and prepared for delivery to markets for recycling or reuse (“MRF”). All Recyclable materials are to be recycled when technically feasible. If the Town determines that there are materials not being recycled by the Contractor, the Town may require the Contractor deliver the materials to a different MRF at no additional cost.

**8.2** It is the intent of the Town to reach an agreement with the Contractor on a formula for a fair fee for Recyclable Materials delivered for processing at a facility chosen by the Contractor (“Processing Fee”). Contractor must include an itemized list of services covered by the Processing Fee in the proposal. Exhibit J contains a detailed proposed agreement regarding single stream recycling specification, terms, and conditions. Any proposed changes to Exhibit J will be included as an attachment in the proposal with the itemized list of services covered by the Processing Fee.

**8.3** Acceptable materials within the single stream recycling shall follow the MassDEP Recycle Smart program guidelines. General recycling specifications are included in Exhibit J, Appendix A.

**8.4** The Contractor shall perform annual (at a minimum) or semi-annual (preferred) composition audits on the materials brought to the MRF that were collected from the Town. These audits will establish the Municipal Commodity Composition of the recyclables collected within the Town. Annual or semi-annual frequency will be mutually agreed upon by the Town and the Contractor and established in the Contract.

**8.5** Each month the Contractor will provide to the Town an Average Commodity Revenue calculation worksheet sent as a Microsoft Excel file. To determine the Average Commodity Revenue value, the Contractor will multiply the Municipal Commodity Composition by the market value for each recyclable commodity, as listed on an acceptable pricing index, such as Secondary Materials Pricing Index found at [www.recyclingmarkets.net](http://www.recyclingmarkets.net). The Average Commodity Revenue will be deducted from the Processing Fee resulting in the Net Processing Fee to the Town. Revenue sharing will provide an eighty (80%) percent rebate to the Town when the Net Processing Fee is above zero dollars. Details of this formula are found in Exhibit J.

**8.6** The Contractor shall perform a minimum of one (1) Contamination Audit in order to identify the overall percentage of “Non-Recyclables” or “Contamination” present within the first sixty (60) days of each contract year on single-stream material generated by the Town and agrees to provide the Town sixty (60) days’ notice in advance of any other contamination audit. The Town may also request additional contamination audits for the fee specified on the Price Proposal Sheet. When the percentage of non-recyclables exceeds ten (10%) percent, by weight, this excess

Contamination rate will be effective the month immediately following the most recent Contamination Audit and the Town shall be subject to an Excess Contamination Charge set forth in Exhibit J, Appendix B. The Town shall be permitted to observe any and all Contamination Audit process and to this end, the Contractor shall provide a schedule of when each audit sample will be collected from the tipping floor and sorted in the audit area. Any changes to this schedule will be communicated to the Town in advance of the change and allow at least one (1) business days' notice. Contamination Audit results shall be compiled in a report and presented to the Town within ten (10) business days. The report will include pictures, total sample weight, weight of recyclables, weight of overall contaminants, the collection day, truck number and route number from which each sample originated.

**8.7** Any penalties and fines imposed by a recycling processing facility for failure to meet specifications and any facility rejections of trucks shall be the sole responsibility of the Curbside Recyclables Collection Contractor. Any and all tipping fees or other disposal costs for rejected recyclable materials processed by the MRF shall be the sole responsibility of the Recyclables Processing Contractor.

## **9 Curbside Yard Waste Collection (Including Christmas Tree Collection)**

**9.1.** All costs for seasonal curbside collection of leaves and lawn clippings, including transportation to the Town's Compost Center located on Strout Avenue in Reading, MA, shall be included in other pricing proposals under this contract for trash and recycling collection services. No additional compensation shall be provided for requirements within this section.

**9.1.1.** Collection would consist of an unlimited allowance of leaf and lawn clippings which can be placed curbside during the approved collection weeks. There also shall be no limit on the amount of Christmas trees that can be placed curbside during the approved collection weeks.

**9.2 Collection Weeks.** There shall be (2) weeks of Leaf and Lawn Clipping collection each Spring, and (4) weeks of Leaf and Lawn Clipping collection each Fall. (1) week of Christmas tree collection shall be provided in January each year. All collection weeks shall be mutually agreed upon by both the Town and the Contractor.

**9.3 Number of Trucks.** The Contractor shall furnish enough collection trucks to account for seasonal variability in leaf/grass clippings and Christmas tree collection so that daily routes are completed.

**9.4 Set-Out Procedure.** Leaf and Grass Clippings shall be placed at the curb for collection in paper yard waste bags or a privately owned container less than 50 gallons (clearly marked "Yard Waste). All yard waste bags or containers must weigh less than 50 pounds.

**9.5 Acceptable Yard Waste Materials.** Acceptable Yard Waste Material for collection includes the following:

- Grass Clippings
- Leaves
- Christmas trees that are not contained in a plastic bag and do not contain any decorations.



- Other materials approved in writing by the Contractor, prior to the start of the contract.

**9.6 Unacceptable Materials for Yard Waste Collection.** The following materials are considered unacceptable materials for Yard Waste collection:

- Plastic bags
- Dirt
- Sand
- Rocks
- Asphalt
- Brick
- Concrete
- Metal and any metal wire associated with seasonal greenery

**9.7 Ownership of Materials.** This service for this section is solely for the transportation of yard waste from the curb to the Town's Compost Center located on Strout Avenue in Reading, MA.

**9.8 Rejection Procedure.** The Contractor shall reject any unacceptable materials placed out for collection or containers or bags improperly set out for collection pursuant to the process set forth in this paragraph.

**9.8.1** Containers, bags, or materials rejected by the Contractor shall be tagged by the Contractor with a "Rejected" sticker applied in an obvious location, with the reason for rejection clearly stated on the sticker.

**9.8.2** Contractor's notifications of rejected material will be sent to the Town Representative by 5:00 PM on the day of collection, including the address of the collection and reason for the rejection. When possible, a photo shall be included.

**9.8.3** The Contractor shall provide the rejection stickers.

**9.8.4** Failure of the Contractor to place the "Rejected" sticker on unacceptable materials or improperly set out containers or bags left at the curb will be treated as a missed collection and, at the determination of the Director, or designee, the Contractor shall be required to return to that location to collect the material or place such a sticker on the unacceptable material or improperly set out containers or bags.

## **10 Burnable Bulky Item Collection**

**10.1 Pricing.** The Town is seeking proposals for burnable bulky item collection to be included in the cost of Annual Curbside Trash Collection Services, and also for bulk item collection that is excluded from the Annual Trash Curbside Collection Services where payment and collection is coordinated directly with the resident. When burnable bulky item collection is excluded from the Annual Trash Curbside Collection Services, proposals are sought for a per item price for curbside collection of bulky items and hauling to the disposal site established by the Town and or Contractor. The Town will determine which pricing method will be chosen.

**10.2 Scheduling.** If separate from the Annual Curbside Collection Services pricing, customer service for incoming bulky item collection requests will be handled by the Contractor.

**10.2.1.** If included in pricing for the Annual Curbside Trash Collection Services, the Contractor shall collect bulky items on the Service Recipient's trash collection day. If separate from the Annual Curbside Collection Services pricing, the Contractor shall collect bulky items on either the Service Recipients trash collection day or on one specified day each week (i.e. every Thursday). The desired schedule shall be included in the Proposal.**10.2.2.** The Contractor shall administer the daily list of bulky item collections including preparing each day's work orders by 7:00 AM and closing bulky item requests by 9:00 AM the following business day.

### **10.3 Set-Out Procedure**

**10.3.1** The collection point for Bulky Items shall be the curb, except in instances of properties receiving dumpster service, where the collection point will be in the area where dumpsters are stored. The collection point shall provide safe and efficient accessibility for Contractor's collection crew and vehicle.

**10.3.2** The Contractor may reject any large items not set out in accordance with this procedure.

**10.4 Collection Limits.** If bulky item collection is included in the cost for Annual Curbside Trash Collection Services, each household shall be limited to (1) bulk item per week. If bulky item collection is not included in the Annual Curbside Trash Collection Services pricing and payment is responsibility of the homeowner, then there is no collection limit placed on Service Recipients because a per item fee is collected.

**10.5 Acceptable Bulky Items.** See Exhibit I for a comprehensive list of acceptable burnable bulky items.

**10.5.1. Unacceptable Bulky Items.** See Exhibit I for a comprehensive list of unacceptable bulky items.

**10.6 Ownership of Materials.** *The Contractor* shall own burnable bulky Items once loaded into Contractor's vehicles, however the Town shall be responsible for paying the disposal tip fee if included within pricing for Annual Curbside Trash Collection Services. If excluded from the Annual Curbside Trash Collection Services pricing, disposal fee shall be as defined by pricing submitted by the Contractor in this RFP.

**10.7 Disposal.** The Contractor shall only deliver Bulky Items collected under the Contract to a regulated solid waste disposal facility approved for such purpose by the MassDEP and the Town, and Contractor shall certify that collected materials were delivered to such approved site.

**10.8 Rejection Procedure.** The Contractor shall reject any unacceptable or improperly set out materials placed for collection pursuant to the process set forth in this paragraph.

**10.8.1.** Materials rejected by the Contractor shall be tagged by the Contractor with a “Rejected” sticker applied in an obvious location, with the reason for rejection clearly stated on the sticker.

**10.8.2.** Contractor’s notifications of rejected material will be sent to the Town Representative by 5:00 PM on the day of collection, including the address of the collection and reason for the rejection. When possible, a photo shall be included

**10.8.3.** The Contractor shall provide the rejection stickers. The Contractor must maintain an adequate inventory of rejection tags/stickers for improperly set out materials.

**10.8.4.** Failure of the Contractor to place the “Rejected” sticker on unacceptable or improperly set out materials will be treated as a missed collection and, at the determination of the Director, or designee, the Contractor shall be required to return to that location to collect the material or place such a sticker on the unacceptable or improperly set out materials.

## **11 Large Recyclable Item (Whitegoods) Toilets/Sinks, and CRT TV / monitors Collection**

**11.1 Pricing.** Proposals are sought for a per item price for curbside collection of large recyclable items, also known as Whitegoods, Toilets/Sinks and CRT TV / monitors including safe disposal by the Contractor.

**11.2 Scheduling.** Customer service for incoming whitegoods item collection requests, toilets/sinks, and CRT TV / monitors will be handled by the Contractor. The Contractor shall collect Whitegoods, Toilets/Sinks, and CRT TV / monitors items on either the Service Recipient’s trash collection day or on one specified day each week (i.e., every Thursday). The desired schedule shall be included in the proposal.

**11.2.1.** The Contractor shall administer the daily list of Whitegoods item, Toilets/Sinks and CRT TV / monitor collections including preparing each day’s work orders by 7:00 AM and closing whitegoods item requests by 9:00 AM the following business day.

**11.3 Set-Out Procedure** The collection point for Whitegoods Items, Toilets / Sinks and CRT TV / monitors shall be the curb, except in instances of properties receiving dumpster service, where the collection point will be in the area where dumpsters are stored. The collection point shall provide safe and efficient accessibility for Contractor’s collection crew and vehicle.

**11.4 Acceptable Whitegoods.** See Exhibit I for a comprehensive list of acceptable large recyclable items by Town.

## **11.5 Unacceptable Whitegoods Items.**

**11.5.1.** See Exhibit I for a comprehensive list of unacceptable whitegoods items.

**11.6 Ownership of Materials.** This service is for this section the transportation of large recyclable items from the collection point through to safe disposal/recycling through the Contractor.

**11.7 Rejection Procedure.** The Contractor shall reject any unacceptable or improperly set out materials placed for collection pursuant to the process set forth in this paragraph.

**11.7.1** Materials rejected by the Contractor shall be tagged by the Contractor with a “Rejected” sticker applied in an obvious location, with the reason for rejection clearly stated on the sticker.

**11.7.2.** Contractor’s notifications of rejected material will be sent to the Town Representative by 5:00 PM on the day of collection, including the address of the collection and reason for the rejection. When possible, a photo shall be included.

**11.7.3.** The Contractor shall provide the rejection stickers. The Contractor must maintain an adequate inventory of rejection tags/stickers for improperly set out materials. **11.7.4.** Failure of the Contractor to place the “Rejected” sticker on unacceptable or improperly set out materials will be treated as a missed collection and, at the determination of the Director, or designee, the Contractor shall be required to return to that location to collect the material or place such a sticker on the unacceptable or improperly set out materials.

**11.7.5** Missed Collection obligation: If, at the determination of the Director, or designee, a missed collection has occurred, the hauler will return the following day to collect the missed material.

## **12 Curbside Metal Collection**

**12.1** All costs for seasonal curbside metal collection, including hauling and disposal, shall be included in other pricing proposals under this contract for trash and recycling collection services. No additional compensation shall be provided for requirements within this section.

**12.2** Collection would consist of an unlimited allowance of metal items which can be placed curbside during the approved collection week. Collection for this event shall occur (1) week per year in the Spring on dates mutually agreeable to both the Town and the Contractor; Contractor shall perform (5) days of curbside metal collection corresponding with collection schedules for each trash/recycling route.

**12.3. Set-Out Procedure** The collection point for metal items shall be the curb, except in instances of properties receiving dumpster service, where the collection point will be in the area where dumpsters are stored. The collection point shall provide safe and efficient accessibility for Contractor’s collection crew and vehicle.

**12.4. Acceptable Metal.** Examples of typical metal items to be accepted under this section can be found in Exhibit I, under the bulk item collection guidelines for metal items.

**12.5. Ownership of Materials.** This service in this section is for the transportation of curbside metal items from the collection point through to safe disposal/recycling through the Contractor.

**12.6 Rejection Procedure.** The Contractor shall reject any unacceptable or improperly set out materials placed for collection pursuant to the process set forth in this paragraph.

**12.6.1.** Materials rejected by the Contractor shall be tagged by the Contractor with a “Rejected” sticker applied in an obvious location, with the reason for rejection clearly stated on the sticker.

**12.6.2.** Contractor’s notifications of rejected material will be sent to the Town Representative by 5:00 PM on the day of collection, including the address of the collection and reason for the rejection. When possible, a photo shall be included.

**12.6.3.** The Contractor shall provide the rejection stickers. The Contractor must maintain an adequate inventory of rejection tags/stickers for improperly set out materials.

**12.6.4.** Failure of the Contractor to place the “Rejected” sticker on unacceptable or improperly set out materials will be treated as a missed collection and, at the determination of the Director, or designee, the Contractor shall be required to return to that location to collect the material or place such a sticker on the unacceptable or improperly set out materials.

**12.6.5** Missed Collection obligation: If, at the determination of the Director, or designee, a missed collection has occurred, the hauler will return the following day to collect the missed material.

### **13 Additional Recycling Pick-ups/Events Required**

**13.1. Rigid Plastics** - (2) times per year: Spring and Fall on dates determined by the Town; Contractor shall supply (2) 30cy containers to be dropped off/picked up for recycling events at the Town’s Public Works facility, 75 Newcrossing Road.

**13.2. Paper Shredding** - (3) times per year: Spring (recycling event held on a Saturday at the Public Works facility, 75 Newcrossing Road), Summer (Contractor shall provide on-site paper shredding services at all schools and Town Buildings – Town to provide schedule), and Fall (recycling event held on a Saturday at the Public Works facility, 75 Newcrossing Road). Contractor shall provide a paper shredding truck and labor for all (3) events as described for up to (8) hours per event.

**13.3 Household Hazardous Waste Event** - (1) time per year in the Spring on a date to be determined by the Town; Contractor to supply (1) 30 cy container (with liner) to be dropped off/picked up at the Town’s Public Works facility, 75 Newcrossing Road. Management and

oversight of the hazardous waste day event will be provided by another vendor under contract with the Town.

**13.4 Costs** for all additional recycling pick-ups/events outlined within this section shall be included in pricing proposals for trash and recycling collection services provided under this Contract. No additional compensation shall be provided for services provided within this section.

#### **14 Other Collections**

**14.1.** Proposals are also sought for pricing for roll-off rental, including hauling of trash; bulky rigid plastics, construction and demolition debris, and cardboard, as seen in the Pricing Proposal.

**14.2.** In the event of a disaster, such as flooding, fire, hurricane, or other disaster, natural or otherwise, causing an unusually high level of trash or debris, Contractor will participate with the Town in planning strategies for response. Invoicing for these tasks must be separate for FEMA or any other Federal or State government agency reimbursements and specially list dates of service rendered.

#### **15 Public Education and Outreach**

**15.1.** Any contractor submitting a proposal for trash and recycling collection services shall provide dates to the Director, or their designee, agreeable to both the Town and the vendor, of all special collection events covered under this contract by April 15 of each year. Said dates shall correlate with the start of the new contract year (July) through the end of the fiscal year (June). The purpose for this is for the Town to establish a calendar for the July to June window which will be mailed to residents identifying all collection events for the upcoming fiscal year.

#### **16 Communication Between Service Recipient and Contractor**

**16..** The Contractor shall be the point of contact for Service Recipients in relation to missed collections and scheduling bulky item and white good collections

**16.1.1** All questions, and complaints regarding any materials management services shall be received by the Contractor. Questions or complaints that require a response from the Town shall be communicated to the Town from the Contractor.

**16.2.** Should the Bidding Entity not currently have the capacity to perform this Customer Service function; they will make note of that in their Bid and propose an alternative scenario for the consideration of the Town.

#### **17 Vehicle Safety**

**17.1.** The Contractor shall be responsible for obtaining and maintaining all Federal, State and Local permits and approvals. Each collection vehicle shall be equipped with all safety equipment required by law.

**17.2.** The Contractor shall ensure that caution is used at all times in the operation of all vehicles and shall specifically instruct all drivers and other personnel of the following restrictions and requirements:

- a. Collection vehicles shall not obstruct or block passage of other motor vehicles, except during collection of a curbside container.
- b. Collection vehicles shall not be operated in reverse unless absolutely necessary, e.g. in the case of a dead-end street with no turn-around. A list of dead-end streets can be found in Exhibit Q.
- c. Backing of vehicles is prohibited if school-age children are in the area.
- d. All signage posted on school grounds must be obeyed including bus lanes, traffic patterns, drop-off and pickup times, and anti-idling zones.

**17.3** Collection vehicles and any other of the Contractor's vehicles in the Town shall not be permitted to idle in violation of any state or other application laws pertaining to vehicle idling, and the Contractor shall annually educate all its employees as to the provisions of the state's anti-idling law, M.G.L. Chapter 90, sections 16A and 16B.

**17.4** Collection vehicles shall be inspected daily by the Contractor to ensure that all safety equipment, including back-up alarms and warning lights are operating properly.

## **18 Local Staffing and Employee Standards**

**18.1.** The Contractor shall provide a full-time route manager. The full-time route manager shall communicate all orders and directions to individual collection drivers on behalf of the Town. The route manager shall dedicate at least fifty (50%) percent of each designated collection day to on-site supervising of collections within the Town to ensure compliance of these specifications. The route manager shall be on-call and reachable within two (2) hours, twenty-four (24) hours per day, seven (7) days per week. The Contractor agrees that whenever the Town notifies the Contractor in writing that the route manager is incompetent, unresponsive to complaints concerning the level of performance of collection and pickup services or is unable to communicate with members of the public in a tactful and satisfactory manner, the Contractor shall investigate such complaint. If the Contractor is unable to correct the problem to the satisfaction of the Town, the Contractor shall no longer assign such individual to serve as the route manager, and the Contractor shall provide a new route manager.

**18.2.** The Contractor shall designate a Contract Manager. The Contract Manager shall have significant operational experience, decision-making and supervisory capacity in the Contractor's company, who will be available and responsive to address any concerns the Town has with the Contractor's performance under this Agreement. The Contract Manager shall be responsible for the Contractor's satisfactory execution of the provisions of the Contract and general problem resolution.

**18.3.** The Contractor shall, not less than thirty (30) days prior to the commencement date of this contract, obtain all federal, state, and local permits, licenses and certificates as are required by law to carry out its obligations under the Contract. During the term of this Contract, including any extension thereto, the Contractor shall carry out its obligations in compliance with all applicable provisions of federal, state, and local laws and regulations, and any applicable judicial and administrative interpretations thereof.

**18.4.** The Contractor is prohibited from subcontracting any of the services it is obligated to provide under the Contract without the prior written approval of the Town. If the Contractor subcontracts with any other entity to carry out its obligations under this Contract, it shall ensure that such entity carries out such obligations in compliance with all applicable provisions of federal, state, and local laws and regulations, and any applicable judicial and administrative interpretations thereof. Any approved subcontracting shall not relieve the Contractor of its obligations and liabilities under the Contract.

**18.5.** The Contractor, at its sole cost and expense, shall maintain current and valid permits, licenses, certificates and approvals necessary for all drivers/operators on its collection vehicles in accordance with State and Federal laws and regulations. Upon request by Town, the Contractor shall provide proof of and all permits, licenses and any other documents requested by the Town.

**18.6.** The Contractor shall be solely responsible and certify to the Town that all operators of motor vehicles on public ways, who are engaged in any activity associated with these services, are properly and lawfully licensed and shall meet all requirements pursuant to M.G.L. Chapter 90, all relevant laws and regulations, and any requirements of the Commonwealth of Massachusetts and/or the United States Department of Transportation.

**18.7.** Employees of the Contractor will be in regular contact with residents and businesses during collection activities. As such, they are required to act in a courteous and respectful manner at all times and shall be fully prepared to answer questions or respond to complaints made by residents concerning Trash, Recyclables, and all other disposal services. All employees and subcontractors shall conduct themselves appropriately towards all members of the general public. Rude and/or offensive conduct, including foul and abusive language, shall not be tolerated. The Contractor must provide all its employees with adequate training, instructions, and materials to ensure all employees understand and can communicate to residents the acceptable and unacceptable materials for all provided disposal services. The Contractor shall ensure that all its employees working in the Town are familiar with and at all times comply with state and local waste ban regulations.

**18.8.** Whenever the Town shall notify the Contractor in writing that any employee of the Contractor or subcontractor is incompetent, disorderly, or otherwise unsatisfactory, the Contractor shall take immediate steps as are necessary to ensure that such conduct is not repeated. The Town may require that an employee of the Contractor or a subcontractor be removed from employment in the Town under the Contract upon a determination by the Town that the employee acted in a manner contrary to the staff requirements of the Contract.

**18.9.** The Contractor stipulates that it will pay employees subject to the Massachusetts Prevailing Wage Law at least the prevailing prescribed rate of wage as determined by the Commonwealth of Massachusetts Department of Labor Standards (DLS) as stated in Exhibit M throughout the term of the Contract. Each Contractor and subcontractor shall furnish to DLS any such statements as required by law. The Contractor shall provide documentation of its compliance with the Prevailing Wage Law to the Town monthly by providing payroll reports.



**18.10.** The Contractor must provide each of its employees performing services pursuant to the Contract with an appropriate uniform that identifies the employee as an employee of the Contractor. The uniform must be worn at all times when the Contractor's employee is on duty performing services for the Town. The Town reserves the right to approve the uniform furnished by the Contractor. Contractor must also provide its employees, and all employees must wear, appropriate safety gear, including, but not limited to, wearing a safety reflective vest bearing the name of the Contractor.

## **19 Daily Contacts, Directions, Compliance with Laws, Rules, Regulations And Orders**

**19.1.** The Contractor shall comply with any reasonable directions that may be given by the Town regarding changes in routing, order of collections, type and care of vehicles and equipment and such matters as the Town may deem advisable to improve the overall collection service.

**19.2.** The Contractor shall comply with all applicable laws, bylaws, rules, regulations, and orders issued or that may be issued by the Town or the Commonwealth of Massachusetts, including any entity having authority over Trash and/or recycling collection.

## **20 Record Keeping and Reporting**

### **20.1. Communication Between the Town and The Contractor**

**20.1.1.** For the purposes of communication between the Contractor and the Town, the Contractor shall provide not less than:

- a. one (1) local telephone land line for use by Service Recipients to schedule collections and report missed collections.
- b. One (1) mobile or office number that will directly connect the Director, or designee, with the Customer Service supervisor, removing any delay in communications during Contractor's office hours.
- c. two (2) mobile telephones for use by the Contract Manager and the route manager
- d. two (2) email addresses for use by the Contract Manager and the route manager

**20.1.2.** The Contractor and the Town shall meet as necessary at the request of either party at a time and place mutually agreed upon.

**20.2. Audits.** The Town, at its sole discretion, may conduct audits of the operations, operating procedures and records of the Contractor and its sub-contractors as relevant to the terms and procedures of the Contract.

## **20.3. Reports**

### **20.3.1. Daily/Weekly Reports**

- a. The Contractor shall be responsible for notifying the Town of any missed or outstanding routes that could not be collected for any reason before the end of the given day.
- b. The Contractor shall record each address where a rejection tag was left in a daily log, detailing the reason for rejection, which will be submitted to the Town by 9:00 AM on the following business day.
- c. The Contractor shall record the outcome of all bulky item and whitegoods collections, in a daily log, which will be submitted to the Town by 9:00 AM the following business day. For attempted pickups that were not at the curb (not-outs), the daily log shall identify the address and document the time of the attempted pickup.
- d. Reports will be provided in electronic format or through an electronic portal provided by the Town.
- e. All resident missed pickups will be logged via See-Click-Fix. The Town will provide the Contractor access to the See-Click-Fix system to maintain situational awareness.

### **20.3.2. Monthly Reports**

- a. The Contractor shall electronically provide the Town all copies of weight slips for Trash, Recyclables and Organics and documentation of item counts for Bulky Items and Whitegoods collected under this Contract by the 10<sup>th</sup> of the following month. For Yard Waste collection, the Contractor will provide the number of loads dumped. Original or approved copies shall also be mailed to the Town.
- b. The Contractor shall electronically provide the Town with payroll reports demonstrating that all staff are being paid in accordance with prevailing wage laws.

**20.3.3. Other Records.** Contractor shall provide Town with any other information or documents as reasonably requested from the Town or as required by law.

## **21 Inspections**

**21.1.** The Town shall have the right at any time to inspect the equipment and premises of the Contractor, including the right to enter upon any property owned or occupied by the Contractor, whether situated within or beyond the limits of the Town. When requested, the Contractor shall immediately furnish to the Town full and complete written reports of its operations under the Contract in such detail and with such information as the Town may request.

### **Part 3 Standard Contract Forms**

**Attachment A Terms and Conditions**

**Contract Number 25-25**

## **SAMPLE CONTRACT FOR SERVICES**

**TOWN:** Town of Reading

**VENDOR:** \_\_\_\_\_

**PROJECT:** Rubbish & Recycling Hauling Contract Number 25-25

**DATE:** \_\_ / \_\_ / 2025

The Town hereby accepts the Vendor's proposal to perform services ("Services") in connection with the Project in accordance with and subject to: (i) the Terms and Conditions attached hereto as **Attachment A**; and (ii) Summary Scope of Service attached hereto as **Attachment B**; (iii) Price Proposal Form attached hereto as **Attachment C**; **Collectively**, these documents constitute this Agreement.

### **COMMENCEMENT OF WORK (check applicable box):**

- ☐ This Agreement constitutes a notice to proceed with services.
- ☐ Services shall not be performed under this Agreement until the Town so advises the Vendor in writing.

### **INSURANCE:**

### **MINIMUM INSURANCE LIMITS**

**The Town is to be named as an additional insured and** is to be given notice prior to any changes or lapses of insurance coverage.

#### General Liability:

- At least \$1,000,000 Bodily Injury and Property Damage Liability, Combined Single Limit with a \$3,000,000 Annual Aggregate Limit
- Automobile Liability: At least \$1,000,000 Bodily Injury and Property Damage per accident.
- Workers' Compensation Insurance: Per M.G.L. c. 152 as amended.
- Property Coverage: for materials and supplies being transported by the contractor, as the Town's Property Contract provides coverage for personal property within 1000 feet of the premises.
- Umbrella Liability: of at least \$2,000,000/ occurrence, \$2,000,000/aggregate.

### **List of Attachments (check applicable boxes):**

Attachment	A	B	C
Attached	[X]	[X]	[X]
Not Attached	[ ]	[ ]	[ ]

## Terms and Conditions Agreement

### Contract Number 25-25

This Agreement, made this \_\_\_\_ day of \_\_\_\_, 2025, by and between the Town of Reading, Massachusetts hereinafter called the “Town”, acting herein through its Select Board, \_\_\_\_\_, a corporation organized and existing under the laws of the Commonwealth of Massachusetts with an address of \_\_\_\_\_, hereinafter called the “Contractor”

The Town and the Contractor agree as follows:

**ARTICLE 1. SCOPE OF SERVICES.** The Contractor shall furnish all labor, materials, machinery, equipment, tools, supervision, insurance, and other accessories and services necessary to perform all work required in strict accordance with the Contract Documents for the following Services: Residential automated curbside trash and recycling collection; hauling single stream recyclables processing; collection of bulky items; collection of large recyclable items (whitegoods); dumpster services; residential leaf collection, trash compactor services, and Christmas tree collection; paper shredding; rigid plastic collection events; and hauling scrap metal special curbside collection and hauling; all as described in the Request for Proposals for Trash and Recycling Collection Services Contract No. 25-25 issued by the Town of Reading on \_\_\_\_\_, 2025 (the “RFP”). The Town may make changes in the Services when the Town considers it to be necessary or desirable, as further provided in \_\_\_\_\_. It is the responsibility of the Contractor that all Services and other work performed by the Contractor hereunder be performed so as to comply with all applicable federal, state and municipal laws, regulations, codes, ordinances and orders, and any permit conditions as to which the Contractor has knowledge, as the same may be in effect as of the time of the performance of such work.

**ARTICLE 2. CONTRACT PRICE.** The Town shall pay the Contractor, in current funds, the Contract Price of \_\_\_\_\_. Invoicing and payments shall be made in accordance with Paragraph 1.23 of the RFP. The obligations of the Town hereunder shall be subject to appropriation on a fiscal year basis. In the absence of appropriation, this agreement shall be terminated immediately without liability of the Town for damages, lost profits, penalties, or other charges arising from early termination.

The Contractor shall keep records pertaining to Services performed (including complete and detailed time records) and reimbursable expenses incurred, employing sound bookkeeping practices and in accordance with generally accepted accounting principles. All records pertaining to Services performed on a timecard or unit price basis and reimbursable expenses shall be available to the Town or its authorized representatives for review and audit during normal business hours.

**ARTICLE 3. TERM.** The Term of the contract shall be for a period of five (5) years, commencing on July 5, 2026 and expiring on July 5, 2031, unless terminated earlier pursuant to this Agreement.

**ARTICLE 4. STANDARD OF CARE.** All Services of the Contractor shall be performed by qualified personnel. The Town shall have the right to require the Contractor to remove any personnel from the team providing Services to the Town for reasonable cause. The Contractor shall perform its Services in accordance with the highest professional standards of skill, care, and diligence.

**ARTICLE 5. CONTRACT DOCUMENTS.** The following documents form the Contract, are incorporated by reference herein, and are referred to as the “Contract Documents:”

- a. This Agreement.
- b. The Request for Proposals for Trash and Recycling Collection Services Contract No. 25-25 issued by the Town of Reading on \_\_\_\_\_, 2025 as modified by Addenda Nos. \_\_\_\_\_, dated \_\_\_\_\_.
- c. The Contractor’s Proposal submitted in response to the RFP, to the extent it does conflict with the RFP and this Agreement.
- d. Certificate(s) of Insurance and surety bond(s) submitted by the Contractor in connection with this Agreement.
- e. Duly authorized and executed contract amendments issued by the Town after execution of this Agreement.

**ARTICLE 6. LIQUIDATED DAMAGES.** The Contractor agrees to pay as liquidated damages the sum as provided in the Liquidated Damages, paragraph 1.22 of the RFP.

**ARTICLE 7. INDEMNIFICATION.** To the maximum extent permitted by law, the Contractor agrees to indemnify, defend with counsel acceptable to the Town and save harmless the Town from all suits, actions, claims, demands, damages, losses, expenses and costs, including attorneys’ fees, of every kind and description which the Town may incur or suffer resulting from, in connection with, or arising out of any act, error or omission of, or breach of contractual duties to the Town by, the Contractor, its agents, servants, employees or Subcontractors. The extent of the foregoing indemnification and hold harmless provisions shall not be limited by any provision of insurance required by this Agreement and shall survive the termination of this Agreement.

**ARTICLE 8. TERMINATION OF AGREEMENT.** The Town may terminate this Agreement as follows:

- a. Without cause, on thirty days’ prior written notice; or
- b. Immediately, by written notice to the Contractor, if the Contractor violates any of the provisions of this Agreement or fails to perform or observe any of the terms, covenants or conditions of this Agreement, or abandons in whole or in part its Services, or

becomes unable to perform its Services, hereunder. For purposes of this Article 8, it is acknowledged that the Contractor's Services under this Agreement are personal services and may not be assumed by or assigned by a trustee in bankruptcy.

#### **ARTICLE 9. CERTIFICATIONS.**

- a. The Contractor agrees not to discriminate against or exclude any person from participation herein on grounds of race, religion, color, sex, age or national origin; and that it shall take affirmative actions to insure that applicants are employed, and that employees are treated during their employment, without regard to race, religion, color, sex, age, handicapped status, or national origin.
- b. The Contractor agrees not to participate in or cooperate with an international boycott, as defined in Section 999 (b)(3) and (4) of the Internal Revenue Code of 1954, as amended, or engage in conduct declared to be unlawful by Section 2 of Chapter 151E of the Commonwealth of Massachusetts General Laws.
- c. Pursuant to M.G.L. c. 62(c), §49 (a), the individual signing this Agreement on behalf of the Contractor hereby certifies, under the penalties of perjury, that to the best of his or her knowledge and belief the Contractor has complied with any and all applicable state and federal tax laws.

#### **ARTICLE 10. MISCELLANEOUS.**

- a. Successors and Assigns. Subject to the provisions of Subparagraph (b) below, the Town and the Contractor each bind itself, its partners, successors, assigns, and legal representatives to the other party.
- b. Assignment by Contractor. The Contractor shall not assign, sublet or transfer any of its obligations, responsibilities, rights or interests (including, without limitation, its right to receive any moneys due hereunder) under this Agreement without the written consent of the Town. Any assignment, subletting, or transfer by the Contractor in violation of this Paragraph 12(b) shall be void and without force or effect.
- c. Entire Agreement. This Agreement represents the entire and integrated agreement between the Town and the Contractor with respect to the subject matter hereof and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Town and the Contractor.
- d. Disputes. All claims, disputes and other matters in question between the Town and the Contractor arising out of or relating to this Agreement or the breach thereof shall be submitted for resolution to a court of competent jurisdiction in Middlesex County, Massachusetts, unless otherwise agreed by the parties. No such action shall be brought, however, until the completion of all Services under this Agreement or the earlier termination thereof as provided in Paragraph 8 above, the parties agreeing to



- negotiate in good faith any claims, disputes or other matters in question during the term of this Agreement before resorting to litigation.
- e. The Town is exempt from payment of certain Sales and Use taxes applicable in the Commonwealth of Massachusetts. At the Contractor's request, Tax Exemption Certificates will be furnished by the Town to the Contractor with respect to such tax-exempt articles as may be required under this Agreement. The Contractor shall not pay, and the Town shall not reimburse or pay the Contractor or any other party either directly or indirectly for any tax for which an exemption is provided under law.
  - f. Limited Liability. No officer, director, member, employee, or other principal, agent or representative (whether disclosed or undisclosed) of the Town, nor any participant with the Town, shall be personally liable to the Contractor hereunder, for the Town's payment obligations or otherwise, the Contractor hereby agreeing to look solely to the assets of the Town for the satisfaction of any liability of the Town hereunder. In no event shall the Town ever be liable to the Contractor for indirect, incidental or consequential damages.
  - g. The Contractor acknowledges that the Town is a municipality for the purposes of Chapter 268A of the Massachusetts General Laws (the Massachusetts conflict of interest statute), and the Contractor agrees, as circumstances require, to take actions and to forbear from taking actions so as to be in compliance at all times with obligations of the Contractor based on said statute.
  - h. Governing Law. This Agreement shall be governed by the law of the Commonwealth of Massachusetts.
  - i. No Waiver. The Town's review, approval, acceptance or payment for Services under this Agreement shall not operate as a waiver of any rights under this Agreement and the Contractor shall be and remain liable to the Town for all damages incurred by the Town as the result of the vendor's failure to perform in conformance with the terms and conditions of this Agreement. The rights and remedies of the Town provided for under this Agreement are in addition to any other rights or remedies provided by law. The Town may assert a right to recover damages by any appropriate means, including but not limited to set-off, suit, withholding, recoupment, or counterclaim either during or after performance of this Agreement.
  - j. Interpretation. If any provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be deemed affected thereby. Paragraph headings are included herein for reference purposes only and in no way define, limit or describe the scope or intent of any of the provisions of this Agreement.

IN WITNESS WHEREOF, the parties to these presents have executed this contract in two (2) counterparts, each of which shall be deemed an original, on the year and day first above mentioned.

AGREED:

Town of Reading

By: \_\_\_\_\_

Contractor:

(Name of Company)

By: \_\_\_\_\_

(Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(City and State)

In accordance with M.G.L. c. 44, Section 31C, this is to certify that an appropriation in the amount of the first year of this Contract is available therefor and that the Board of Selectmen have been authorized to execute the Contract and approve all requisitions and change orders.

By: \_\_\_\_\_  
(Town Treasurer)

### **Attachment B Summary Scope of Work**

The Town seeks proposals for the following services:

- Disposal of an average of 7,000 tons of trash per year from the Town.
- 5-day collection of automated curbsides residential trash.
- 5-day collection of automated curbsides residential recyclables.
- Recyclables processing at a materials recovery facility.
- Curbside yard waste collection and hauling to a disposal location within the Town of Reading.
- Christmas tree collection and hauling to a disposal location within the Town of Reading.
- Dumpster collection services for selected Town properties and a few residential condominium developments
- Compactor services
- Curbside collection of residential bulky items, whitegoods/large recyclable items
- Scrap metal collection, hauling and disposal
- Paper Shredding
- Rigid Plastic Collection Events
- The Town will consider proposals that include some or all the desired services listed herein.

### **Attachment C Price Proposal Sheet**

Part 6 - Price Proposal Sheet

Primary Collection Services		Cost in Fiscal Year				
Item #	Units	FY27	FY28	FY29	FY30	FY31
1a	LS					
1b	LS					
1c	LS					
1d	LS					
1e	LS					
1f	LS					
<p>** The vendor shall establish a baseline pricing structure for Average Commodity Revenue and Processing Fees effective to the award date of the contract in order to establish a flat rate (not to exceed) pricing structure for each successive year of the contract. If the Average Commodity Revenue is ever greater than the Processing Fee, the Town shall receive a value share credit on the monthly invoice equal to 80% of the difference between the Average Commodity Revenue and the Processing Fee.</p>						

Part 6 - Price Proposal Sheet (continued)

Recycling Services		Cost in Fiscal Year				
Item #	Units	FY27	FY28	FY29	FY30	FY31
2a	Single Stream Processing Fee ** per ton					
2b	Excess Contamination Fee per ton					
2c	Initial Residue Fee per ton					
2d	Source Separated Cardboard ** per ton					
2e	Rigid Plastics ** per ton					
2f	Construction & Demolition ** per ton					
<p>** The vendor shall establish a baseline pricing structure for Average Commodity Revenue and Processing Fees effective to the award date of the contract in order to establish a flat rate (not to exceed) pricing structure for each successive year of the contract. If the Average Commodity Revenue is ever greater than the Processing Fee, the Town shall receive a value share credit on the monthly invoice equal to 80% of the difference between the Average Commodity Revenue and the Processing Fee.</p>						
Pickup and Hauling Per Item Pricing		Cost in Fiscal Year				
Item #	Units	FY27	FY28	FY29	FY30	FY31
3a	Burnable Bulky Item (no quantity limit) - charge to resident, if not included in the Town's annual contract price, which includes curbside collection and hauling services EA					
3b	Small Metal Item (no quantity limit) - charge to resident, if not included in the Town's annual contract price, which includes curbside collection, hauling and disposal services EA					
3c	Large Metal Item (no quantity limit) - charge to resident, if not included in the Town's annual contract price, which includes curbside collection, hauling and disposal services EA					
3d	White Goods (resident arranges payment/pickup with vendor) EA					
3e	CRT TV's and monitors (resident arranges payment/pickup with vendor) EA					
3f	Sinks, Bathtubs, and Toilets (resident arranges payment/pickup with vendor) EA					

Part 6 - Price Proposal Sheet (continued)

Auxiliary Pickup Rates			Cost in Fiscal Year					
Roll Off Services - MSW, Single Stream Recycling, Compactors, OCC, Rigid Plastics, and C&D								
Item #		Units	FY27	FY28	FY29	FY30	FY31	
4a	30cy MSW Dumpster	per haul						
4b	30cy Single-Stream Recycle Dumpster	per haul						
4c	35 cy MSW Compactor	per haul						
4d	30cy OCC Dumpster	per haul						
4e	30cy Rigid Plastic Dumpster	per haul						
4f	30cy C&D Dumpster	per haul						
Solid Waste Dumpsters / Town Barrels								
Item #		Units	FY27	FY28	FY29	FY30	FY31	
5a	2cy MSW Dumpster	per pickup						
5b	4cy MSW Dumpster	per pickup						
5c	6cy MSW Dumpster	per pickup						
5d	8cy MSW Dumpster	per pickup						
5e	10cy MSW Dumpster	per pickup						
5f	Additional Town trash barrel location, including pickup and hauling	per EA						
Auxiliary Pickup Rates			Cost in Fiscal Year					
Recycling Dumpsters								
Item #		Units	FY27	FY28	FY29	FY30	FY31	
6a	2cy Single-Stream Recycle Dumpster	per pickup						
6b	4cy Single-Stream Recycle Dumpster	per pickup						
6c	6cy Single-Stream Recycle Dumpster	per pickup						
6d	8cy Single-Stream Recycle Dumpster	per pickup						
6e	10cy Single-Stream Recycle Dumpster	per pickup						

Part 6 - Price Proposal Sheet (continued)

Additional Services		Cost in Fiscal Year				
Item #	Units	FY27	FY28	FY29	FY30	FY31
7a	Contamination Audit Upon Request	EA				
7b	Third Party Composition Audit	EA				
7c	Additional Week of Curbside Leaf or Christmas Tree Collection	EA				
7d	Additional Week of Curbside Scrap Metal Collection	EA				
7e	Additional Day (up to 8 hrs.) of Paper Shredding Truck	EA				
7f	Per diem truck rate - MSW special curbside collection	EA				
7g	Per diem truck rate - Single-Stream Recycling special curbside collection	EA				



**Part 4 Certificate of Non-Collusion & Certificate of Tax Payment**

## **CERTIFICATE OF NON-COLLUSION**

TOWN OF READING, Contract No. 25-21

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The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

---

(Name of person signing bid or proposal)

---

(Name of business)

## **CERTIFICATE OF TAX PAYMENT**

TOWN OF READING, Contract No. 25-21

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Pursuant to M.G.L. c. 62C, §49A, I certify under the penalties of perjury that, to the best of my knowledge and belief, I am in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

---

(Name of person signing bid or proposal)

---

(Name of business)

---

Social Security Number or Federal  
Identification Number

## **Part 5 Exhibits (A through R)**

Exhibit A – Holiday Schedule

Exhibit B – Municipality Description Service Recipient Details

Exhibit C – Trash Cart Collection Schedule (Residential & Special Condominium Locations) - All Curbside

Exhibit D – Recycling Cart Collection Schedule (Residential & Special Condominium Locations) - All Curbside

Exhibit E – Recycling Cart Collection (Schools/Town Buildings//Multi-unit Condo Exceptions)

Exhibit F – Trash Cart/Barrel Collection Schedule (Town Buildings & Properties)

Exhibit G – Dumpster Schedule (Trash)

Exhibit H – Dumpster Schedule (Recycling)

Exhibit I – Acceptable Bulky and Whitegoods Items

Exhibit J – Single Stream Recycling Specifications, Terms and Conditions

Exhibit K – Recycling Composition Audit for the Town of Reading

Exhibit L – Example of Annual Residential Education Guide

Exhibit M – Prevailing Wage Rates

Exhibit N – Price Fluctuations and Fuel Surcharge

Exhibit O – IRS Form W-9

Exhibit P – Trash & Recycling Route Maps

Exhibit Q – Dead-End Streets within the Town of Reading

Exhibit R – One-Way Streets within the Town of Reading

**Exhibit A – Holiday Schedule**

## Exhibit A - Holiday Schedule

Holiday	Month
Independence Day	July
Labor Day	September
Columbus Day	October
Veterans Day	November
Thanksgiving Day	November
Christmas Day	December
New Year's Day	January
Martin Luther King Jr. Day	January
President's Day	February
Patriot's Day	April
Memorial Day	May
Juneteenth	June

If a holiday occurs during the week, the contractor shall not be allowed to pick up on the holiday. All collections scheduled under this contract shall be made for the holiday, on the day following the scheduled pick-up for that week and any following days shall be similarly adjusted. For example, if a holiday falls on a Friday, the fifth day of collection will be Saturday. As a further example, if a holiday falls on a Monday, Monday's collection will be made on Tuesday; Tuesday on Wednesday; Wednesday on Thursday; Thursday on Friday; Friday on Saturday.

**\*\*If a holiday should fall on a Saturday or Sunday, the schedule set by the Commonwealth of Massachusetts shall determine when the holiday is celebrated.**

**Exhibit B – Municipality Description Service Recipient Details**

**Exhibit B - Municipality Description Service Recipient Details**

<b>Population</b>	<b>25600</b>
<b>Road Miles</b>	<b>100</b>
<b>Square Miles (area)</b>	<b>9.9</b>

<b>Collection Types</b>	<b>Quantity of Locations*</b>
Curbside Trash and Recycling (Residential)	7500
Curbside Trash and Recycling (Special Condo Locations)	291
Trash Dumpsters (Special Condo Locations)	11
Trash Dumpsters (Town & School Buildings)	19
Trash Barrels (Special Town Locations)	34
Recycling Dumpsters (Town & School Buildings)	7
Recycling Carts (Town & School Buildings)	15
Recycling Carts (Special Condo Locations)	7

\* Current quantity of locations is approximate, and could change based on new residential development and dumpster / trash / recycling collection locations as identified by the Town.

	<b>Annual Waste &amp; Recycling Data</b>		
	<b>FY25</b>	<b>FY24</b>	<b>FY25</b>
Trash Tonnage (tons)	6867	6716	7262
Recycling Tonnage (tons)	2440	2474	2803
White Goods (each)	191	269	282

	<b>Total Number of Carts</b>
48-Gal Recycling	<b>400</b>
48-Gal Trash	<b>433</b>
64-Gal Recycling	<b>182</b>
64-Gal Trash	<b>7540</b>
96 Gal Recycling	<b>7741</b>



**Exhibit C – Trash Cart Collection Schedule (Residential & Special Condominium  
Locations) - All Curbside**

**EXHIBIT C - TRASH CART COLLECTION SCHEDULE (RESIDENTIAL & SPECIAL CONDOMINIUM LOCATIONS); ALL CURBSIDE**

Material	Type	Size	Qty (See note 2)	Facility Name	Address	Location	Frequency
Trash	Cart	See note 1	7,500 households	Residential	Townwide - various locations	Curbside	1x per week
Trash	Cart	See note 1	72 units	Johnson Woods	Johnson Woods Drive	Curbside	1x per week
Trash	Cart	See note 1	7 units	Johnson Woods	Courtyard Place	Curbside	1x per week
Trash	Cart	See note 1	4 units	Johnson Woods	Taylor Drive	Curbside	1x per week
Trash	Cart	See note 1	2 units	Johnson Woods	Talbot Lane	Curbside	1x per week
Trash	Cart	See note 1	15 units	Johnson Woods	White Oaks Lane	Curbside	1x per week
Trash	Cart	See note 1	3 units	Johnson Woods	Deer Path Lane	Curbside	1x per week
Trash	Cart	See note 1	30 units	Johnson Woods	Green Meadow Drive	Curbside	1x per week
Trash	Cart	See note 1	36 units	Maplewood Village	231 - 261 Salem Street	Curbside	1x per week
Trash	Cart	See note 1	90 units	Greenhouse Acres	1 - 30 Carnation Circle	Curbside	1x per week
Trash	Cart	See note 1	4 units	John Damon House	30 - 32 John Street	Curbside	1x per week
Trash	Cart	See note 1	12 units	Leaning Elm Drive	1 - 12 Leaning Elm Drive	Curbside	1x per week
Trash	Cart	See note 1	5 units	Melody Mills	178 Lowell Street	Curbside	1x per week
Trash	Cart	See note 1	11 units	Greystone Way	7 - 48 Greystone Way	Curbside	1x per week
<b>Notes:</b> <ol style="list-style-type: none"> <li>Standard issue for each household is (1) 64 gallon trash cart. If requested, some households were issued (1) 48 gallon trash cart instead. Some households were also issued a 2nd 64 gallon trash cart, including the use of up to (1) 33 gallon overflow bag per week.</li> <li>Total household and condo unit quantities are approximate, and may be adjusted +/- as new households/condos are added/removed within the Town. The Town will provide a listing of every property currently receiving trash collection to the vendor upon award of the contract.</li> </ol>							

**Exhibit D – Recycling Cart Collection Schedule (Residential & Special Condominium Locations) - All Curbside**

**EXHIBIT D- RECYCLING CART COLLECTION SCHEDULE (RESIDENTIAL & SPECIAL CONDOMINIUM LOCATIONS) - ALL CURBSIDE**

Material	Type	Size	Qty (See note 2)	Facility Name	Address	Location	Frequency
Recycling	Cart	See note 1	7,500 households	Residential	Townwide - various locations	Curbside	1x per week
Recycling	Cart	See note 1	72 units	Johnson Woods	Johnson Woods Drive	Curbside	1x per week
Recycling	Cart	See note 1	7 units	Johnson Woods	Courtyard Place	Curbside	1x per week
Recycling	Cart	See note 1	4 units	Johnson Woods	Taylor Drive	Curbside	1x per week
Recycling	Cart	See note 1	2 units	Johnson Woods	Talbot Lane	Curbside	1x per week
Recycling	Cart	See note 1	15 units	Johnson Woods	White Oaks Lane	Curbside	1x per week
Recycling	Cart	See note 1	3 units	Johnson Woods	Deer Path Lane	Curbside	1x per week
Recycling	Cart	See note 1	30 units	Johnson Woods	Green Meadow Drive	Curbside	1x per week
Recycling	Cart	See note 1	36 units	Maplewood Village	231 - 261 Salem Street	Curbside	1x per week
Recycling	Cart	See note 1	90 units	Greenhouse Acres	1 - 30 Carnation Circle	Curbside	1x per week
Recycling	Cart	See note 1	4 units	John Damon House	30 - 32 John Street	Curbside	1x per week
Recycling	Cart	See note 1	12 units	Leaning Elm Drive	1 - 12 Leaning Elm Drive	Curbside	1x per week
Recycling	Cart	See note 1	5 units	Melody Mills	178 Lowell Street	Curbside	1x per week
Recycling	Cart	See note 1	11 units	Greystone Way	7 - 48 Greystone Way	Curbside	1x per week

- Notes:**
1. Standard issue for each household is (1) 96 gallon recycling cart. If requested, some households were issued (1) 48 gallon or (1) 64 gallon recycling cart instead. Some households were also issued a 2nd 96 gallon recycling cart per week.
  2. Total household and condo unit quantities are approximate, and may be adjusted +/- as new households/condos are added/removed within the Town. The Town will provide a listing of every property currently receiving trash collection to the vendor upon award of the contract.

**Exhibit E – Recycling Cart Collection (Schools/Town Buildings//Multi-unit Condo  
Exceptions)**

**EXHIBIT E - RECYCLING CART COLLECTION SCHEDULE (SCHOOLS, TOWN BUILDINGS, & MULTI-UNIT CONDOMINIUM EXCEPTIONS)**

Material	Type	Size	Qty	Facility Name	Address	Location	Frequency
Recycling	Cart	96 gal	5	Joshua Eaton Elementary School	365 Summer Avenue	Loading dock	1x / week (Tuesday)
Recycling	Cart	96 gal	5	Reading Public Library	64 Middlesex Avenue	In parking lot	1x / week (Tuesday)
Recycling	Cart	96 gal	7	Town Hall	16 Lowell Street	In parking lot	1x / week (Tuesday)
Recycling	Cart	96 gal	11	Barrows Elementary School	16 Edgemont Avenue	Front of building	1x / week (Tuesday)
Recycling	Cart	96 gal	10	Parker Middle School	45 Temple Street	Loading dock	1x / week (Tuesday)
Recycling	Cart	96 gal	6	Briarwood Estates	5 Washington Street	Rear/side of building	1x / week (Tuesday)
Recycling	Cart	96 gal	10	Coolidge Middle School	89 Birch Meadow Drive	Side of building	1x / week (Friday) - NOTE: Must always be serviced on Friday (no shift for holiday)
Recycling	Cart	96 gal	6	Public Works Facility	75 Newcrossing Road	(2) carts inside; (4) carts outside	2x / week (Tuesday, Thursday)
Recycling	Cart	96 gal	6	Kilam Elementary School	333 Charles Street	Side of building	1x / week (Wednesday)
Recycling	Cart	96 gal	2	Pleasant Street Center	49 Pleasant Street	Pleasant Street side of the building	1x / week (Wednesday)
Recycling	Cart	96 gal	4	Police Department	15 Union Street	In parking lot on side of building	1x / week (Wednesday)
Recycling	Cart	96 gal	4	Avon House	295 Main Street	In parking lot behind building	1x / week (Wednesday)
Recycling	Cart	96 gal	6	Belmont Arms	237 Main Street	In parking lot	1x / week (Wednesday)
Recycling	Cart	96 gal	40	Summit Towers	#1-3 Summit Drive	At dumpster (3) enclosures	1x / week (Wednesday)
Recycling	Cart	96 gal	14	Summit Terrace	#4 Summit Drive	Back driveway leading to the lower level of bldg.	1x / week (Wednesday)
Recycling	Cart	96 gal	14	Summit Village	Gazebo Circle	At trash compactor	1x / week (Wednesday)
Recycling	Cart	96 gal	5	One Charles Condos	1 Charles Street	In parking lot	1x / week (Wednesday)
Recycling	Cart	96 gal	6	Wood End Elementary School	85 Sunset Rock Lane	Front of building	1x / week (Thursday)
Recycling	Cart	96 gal	2	Woburn Street Fire Station	267 Woburn Street	Curb side	1x / week (Thursday)
Recycling	Cart	96 gal	3	Reading Public Schools Central Office	62 Oakland Road	Rear of building	1x / week (Friday) - NOTE: Must always be serviced on Friday (no shift for holiday)
Recycling	Cart	96 gal	17	Reading Memorial High School	62 Oakland Road	Underneath the overhead pedestrian walkway	1x / week (Friday) - NOTE: Must always be serviced on Friday (no shift for holiday)
Recycling	Cart	96 gal	7	Birch Meadow Elementary School	27 Arthur B. Lord Drive	Rear of building	1x / week (Friday) - NOTE: Must always be serviced on Friday (no shift for holiday)

**Exhibit F – Trash Cart/Barrel Collection Schedule (Town Buildings & Properties)**

**EXHIBIT F - TRASH CART/BARREL COLLECTION SCHEDULE - TOWN BUILDINGS & PROPERTIES**

Material	Type	Size	Qty	Facility Name	Address	Location	Frequency
Trash	Cart	64 gal.	5	Woburn Street Fire Station	267 Woburn Street	Curbside	1x / week on regular collection day (Tuesday)
Trash	Metal Barrel	55 gal.	1		Washington Street at Ash Street	Curbside	5x / week in Season; Monday & Friday Off Season
Trash	Decorative Barrel	40 gal.	1		504 Main Street	Curbside	5x / week in Season; Monday & Friday Off Season
Trash	Decorative Barrel	40 gal.	1		519 Main Street	Curbside	5x / week in Season; Monday & Friday Off Season
Trash	Decorative Barrel	40 gal.	1		530 Main Street	Curbside	5x / week in Season; Monday & Friday Off Season
Trash	Decorative Barrel	40 gal.	1		575 Main Street	Curbside	5x / week in Season; Monday & Friday Off Season
Trash	Decorative Barrel	40 gal.	1		Main Street @ Haven Street (SW corner)	Curbside	5x / week in Season; Monday & Friday Off Season
Trash	Decorative Barrel	40 gal.	1		636 Main Street	Curbside	5x / week in Season; Monday & Friday Off Season
Trash	Decorative Barrel	40 gal.	1		642 Main Street	Curbside	5x / week in Season; Monday & Friday Off Season
Trash	Decorative Barrel	40 gal.	1		650 Main Street	Curbside	5x / week in Season; Monday & Friday Off Season
Trash	Decorative Barrel	40 gal.	1		Main Street @ Hamden Street	Curbside	5x / week in Season; Monday & Friday Off Season
Trash	Decorative Barrel	40 gal.	1		Opposite 672 Main Street (across parking lot)	Curbside	5x / week in Season; Monday & Friday Off Season
Trash	Decorative Barrel	40 gal.	1		Woburn Street @ Lowell Street	Curbside	5x / week in Season; Monday & Friday Off Season
Trash	Decorative Barrel	40 gal.	1		169 Haven Street	Curbside	5x / week in Season; Monday & Friday Off Season
Trash	Decorative Barrel	40 gal.	1		70 Haven Street	Curbside	5x / week in Season; Monday & Friday Off Season
Trash	Decorative Barrel	40 gal.	1		54 Haven Street	Curbside	5x / week in Season; Monday & Friday Off Season
Trash	Decorative Barrel	40 gal.	1		36 Haven Street	Curbside	5x / week in Season; Monday & Friday Off Season
Trash	Decorative Barrel	40 gal.	1		Haven Street @ Chute Street	Curbside	5x / week in Season; Monday & Friday Off Season
Trash	Metal Barrel	55 gal.	1	Washington Park	Sweetser Avenue	By park entrance	5x / week in Season; Monday & Friday Off Season
Trash	Metal Barrel	55 gal.	1	Washington Park	Washington Street	By park entrance	5x / week in Season; Monday & Friday Off Season
Trash	Metal Barrel	55 gal.	1	Sturges Park	Pine Ridge Road	By playground	5x / week in Season; Monday & Friday Off Season
Trash	Metal Barrel	55 gal.	1	Sturges Park	Pine Ridge Road	By sports court	5x / week in Season; Monday & Friday Off Season
Trash	Metal Barrel	55 gal.	1	Birch Meadow Complex	Birch Meadow Drive	Opp. Arthur B. Lord Dr. by water fountain	5x / week in Season; Monday & Friday Off Season
Trash	Metal Barrel	55 gal.	1	Birch Meadow Complex	Birch Meadow Drive	Adjacent to Castine Field (by sidewalk)	5x / week in Season; Monday & Friday Off Season
Trash	Metal Barrel	55 gal.	1	Birch Meadow Complex	Birch Meadow Drive	Opp. driveway to Birch Meadow school	5x / week in Season; Monday & Friday Off Season
Trash	Metal Barrel	55 gal.	1	Birch Meadow Complex	Bancroft Avenue	At dead-end by path entrance	5x / week in Season; Monday & Friday Off Season
Trash	Metal Barrel	55 gal.	3	Birch Meadow Complex	Opposite #230 - #246 Bancroft Avenue	At gates to tennis courts	5x / week in Season; Monday & Friday Off Season
Trash	Metal Barrel	55 gal.	1	Birch Meadow Complex	Bancroft Avenue	By tot lot (opp. Hartshorn St.)	5x / week in Season; Monday & Friday Off Season
Trash	Metal Barrel	55 gal.	1	Memorial Park	Opposite #49 Harrison Ave.	By control cabinet	5x / week in Season; Monday & Friday Off Season
Trash	Metal Barrel	55 gal.	1	Hunt Park	Pleasant Street opp. Wilson Street	By tot lot	5x / week in Season; Monday & Friday Off Season
Trash	Metal Barrel	55 gal.	1	Hunt Park	Opposite #206 Pleasant Street	By 1st base dugout	5x / week in Season; Monday & Friday Off Season
Trash	Metal Barrel	55 gal.	1	Hunt Park	Eaton Street opp. #211 Pleasant Street	By 3rd base dugout	5x / week in Season; Monday & Friday Off Season
Trash	Metal Barrel	55 gal.	1	Symonds Field	End of Symonds Way	By storage shed	5x / week in Season; Monday & Friday Off Season
Trash	Metal Barrel	55 gal.	1	Bare Meadow parking lot	Opposite #722 Pearl St.	In parking lot	5x / week in Season; Monday & Friday Off Season



**Exhibit G & H– Dumpster Schedule (Trash & Recycling)**

**EXHIBIT G - TRASH DUMPSTER COLLECTION SCHEDULE - SCHOOLS, TOWN BUILDINGS, & CONDOMINIUMS**

Material	Type	Size	Qty	Facility Name	Address	Location of Dumpster	Frequency
Trash	Dumpster	6 cy	1	Town of Reading Facilities Office	62 Oakland Road	By Facilities Office at rear of Field House	5x / week
Trash	Dumpster	10 cy	2	Reading Memorial High School	62 Oakland Road	Loading dock	5x / week
Trash	Dumpster	10 cy	1	Coolidge Middle School	89 Birch Meadow Drive	Side of building	5x / week
Trash	Dumpster	10 cy	1	Birch Meadow Elementary School	27 Arthur B. Lord Drive	Rear of building	5x / week
Trash	Dumpster	10 cy	1	Barrows Elementary School	18 Edgemont Avenue	Front of building	5x / week
Trash	Dumpster	10 cy	1	Parker Middle School	45 Temple Street	Loading dock	5x / week
Trash	Dumpster	10 cy	1	Joshua Eaton Elementary School	365 Summer Avenue	Side of building	5x / week
Trash	Dumpster	8 cy	1	Killam Elementary School	333 Charles Street	Side of building	5x / week
Trash	Dumpster	10 cy	1	Wood End Elementary School	85 Sunset Rock Lane	In driveway	5x / week
Trash	Dumpster	10 cy	4	Public Works Facility	75 Newcrossing Road	In parking lot	5x / week
Trash	Dumpster	8 cy	1	Brianwood Estates	5 Washington Street	Rear/side of building	1x / week (Tuesday)
Trash	Dumpster	2 cy	1	Main Street Fire Station	757 Main Street	Rear driveway via Salem Street	2x / week (Monday, Wednesday)
Trash	Dumpster	10 cy	1	Town Hall	16 Lowell Street	In parking lot (dumpster temporarily removed)	1x / week (Friday)
Trash	Dumpster	10 cy	3	Summit Towers	605 Summer Avenue	In parking lot	1x / week (Wednesday)
Trash	Dumpster	2 cy	3	Summit Terrace	605 Summer Avenue	In parking lot	1x / week (Wednesday)
Trash	Dumpster	2 cy	1	Police Station	15 Union Street	In parking lot at rear of building	1x / week (Wednesday)
Trash	Dumpster	10 cy	1	Avon House	293-295 Main Street	In parking lot	1x / week (Wednesday)
Trash	Dumpster	10 cy	1	Belmont Arms	237-243 Main Street	In parking lot	1x / week (Wednesday)
Trash	Compactor	35 cy	1	Summit Village	Gazebo Circle	Serviced by Roll-Off	1x every 2 weeks (Wednesday)
Trash	Dumpster	8 cy	1	One Charles Condos	1 Charles Street	In parking lot	1x / week (Wednesday)
Trash	Dumpster	6 cy	1	Pleasant Street Center	49 Pleasant Street	In parking lot	1x / week (Friday)
Trash	Dumpster	2 cy	1	Reading Public Library	64 Middlesex Avenue	In parking lot opposite main entrance	1x / week (Friday)

**EXHIBIT H - RECYCLING DUMPSTER COLLECTION SCHEDULE - SCHOOLS & TOWN BUILDINGS**

Material	Type	Size	Qty	Facility Name	Address	Location of Dumpster / Carts	Frequency
Cardboard	Dumpster	10 cy	1	Reading Memorial High School	62 Oakland Road	Loading dock	2x / week (Monday, Thursday)
Cardboard	Dumpster	10 cy	1	Reading Community Recycling	650 Main Street	Rear of the parking lot behind 650 Main Street	2x / week (Monday, Thursday)
Cardboard	Dumpster	8 cy	1	Coolidge Middle School	89 Birch Meadow Drive	Side of building	2x / week (Tuesday, Thursday)
Cardboard	Dumpster	8 cy	1	Birch Meadow Elementary School	27 Arthur B. Lord Drive	Rear of building	2x / week (Tuesday, Thursday)
Cardboard	Dumpster	10 cy	1	Public Works Facility	75 Newcrossing Road	In parking lot	2x / week (Tuesday, Thursday)
Recycling	Dumpster	10 cy	1	Public Works Facility	75 Newcrossing Road	In parking lot	2x / week (Tuesday, Thursday)
Cardboard	Dumpster	8 cy	1	Killam Elementary School	333 Charles Street	Side of building	2x / week (Wednesday, Friday) - NOTE: Must always be serviced on Friday (no shift for holiday)

## **Exhibit I – Acceptable Bulky and Whitegoods Items**

## Exhibit I - Acceptable Bulky and White Goods

### Acceptable Bulky Items

Burnable Bulky Items (not to exceed 6-feet in length or 150 pounds in weight, excluding sofas\*)

All bulky wood "items" must be disassembled to the extent possible.

Furniture, including an upholstered chair, sofa/sectional up to 8-feet long\*, cabinet, shelving unit, dining table & matching chair set, auto seats, pair of skis, milled wood (prepared in a limited and prescribed amount), bed frame, desk, hutch, 4'x4' pallet or fence part, interior or exterior door, bundled wood scraps (not to exceed 6-foot lengths or 150 pounds)

*Bulky Plastics:* Outdoor furniture, trash/recycling equipment, laundry/storage box/basket, child play structures (dissembled), shelving unit

*Glass/Combo:* Interior or exterior door with windows, window, mirror, glass tabletop, futons mattresses (note all other style mattresses require special handling/recycling)

*Carpet, rugs, pads:* cut into 4' strips, rolled & taped/tied securely, 6 rolls equals one bulky item

*Latex paint:* fully dried, lids open, up to 6 gallons in a cardboard box is considered one bulky item

### Metal Items

Bulky metal items must be collected for recycling, here divided into "small" and "large" categories for pricing purposes:

*Small metal bulky item:* 2-drawer filing cabinet, twin bed frame, charcoal grill, push/electric mower (all fluids drained), piece of pipe under 4', chair, patio umbrella post, bicycle, downspout, metal fence piece 4'x4' max. dimensions.

*Large metal bulky item:* 4-drawer filing cabinet, bed frame larger than twin size, gas grill (no propane tank), gas mowers/snow blowers (fluids removed), basketball hoop, large desk, outdoor bench/sofa/swing, swing set/child play structure, exercise equipment (stationary bike, elliptical, weight bench, treadmill, etc.), generators (all fluids drained).

Whitegoods/Appliances - for recycling and proper disposal

Includes all items banned by state law, including dishwashers (doors must be removed), laundry washers & dryers, refrigerators & freezers of all types (doors must be removed), water heaters, oil-filled heaters (fluids must be drained), dehumidifiers, microwaves (over the stove), stoves/ranges, wall ovens, and air conditioners.

TVs, Monitors, and CRTs

Sinks, Bathtubs (not to exceed 150 lbs), and Toilets

### Unacceptable Bulky Items

- Mattresses and box springs - must be recycled
- Construction and demolition materials banned by state law from MSW, including brick, asphalt, cement, wallboard, soil, rock, and root balls
- Chemicals
- Tires

- Car Batteries
- Pianos
- Hot tubs
- Boats
- Loose wood greater than 6-foot lengths and heavier than 150 pounds in weight)
- Propane Tanks
- Tree limbs / trunks
- Other items that cannot be lifted by 2 people

**Exhibit J – Single Stream Recycling Specifications, Terms and Conditions**

## EXHIBIT J

### PROPOSED SINGLE STREAM RECYCLING SPECIFICATIONS, TERMS AND CONDITIONS

#### 1. DEFINITIONS

**“Average Commodity Revenue” or “ACR”** is the total weighted value per Ton of each Recyclable and Non-Recyclable commodity (including negatively-valued Recyclables and transfer and disposal costs of Non-Recyclables) for the Single Stream Materials delivered by or on behalf of Municipality to the Designated Facility.

**“Municipal Commodity Composition”** the profile of Single Stream Materials received and processed at Designated Facility. Composition is Municipality specific.

**“Composition Audit”** means the basis by which the profile of Single Stream Materials collected from the Municipality is measured as described in Appendix C.

**“Contamination”** see Residue.

**“Contamination Audit”** means the basis by which Municipality’s Single Stream material are measured to determine the percentage of “Non-Recyclables” present as described in Appendix D.

**“Municipality’s Value Share”** means the Municipality’s percentage of the Average Commodity Revenue as set forth in Appendix B.

**“Designated Facility” or “Designated Facilities”** means Contractor’s Material Recovery Facility located in \_\_\_\_\_ or any replacement therefore which receives Municipality’s Single Stream Materials.

**“Excluded Materials”** means radioactive, volatile, corrosive, flammable, explosive, biomedical, infectious, bio-hazardous or toxic substance or material, or regulated medical or hazardous waste as defined by, characterized or listed under applicable federal, state, or local laws or regulations, materials containing information (in hard copy or electronic format, or otherwise) which information is protected or regulated under any local, state or federal privacy or data security laws, including, but not limited to the Health Insurance Portability and Accountability Act of 1996, as amended, or other regulations or ordinances, and/or any other waste not approved in writing by Contractor.

**“Net Value”** means the amount paid to Municipality by Contractor, or paid to Contractor by Municipality, after subtracting any charges owed by Municipality from the Municipality’s value share.

**“Non-Recyclables”** means any materials in the Single Stream Materials that are not Recyclables as set forth in Appendix A.

**“Processing Fee”** means the compensation per Ton for costs incurred by Contractor to prepare Recyclables for end markets, i.e., those actions necessary to render Recyclables acceptable to end markets and/or designated buyers.

**“Receiving Hours”** means the regularly scheduled hours of operation for the Designated Facility

**“Recyclables”** means acceptable materials contained within the Single Stream Materials as set forth and further defined in Appendix A.

**“Residue”** means the Non-Recyclables and other materials removed from the Single Stream Materials during processing due to their size, type, condition or processing system constraints, and which are disposed of after such processing. Residue is specific to Municipality as determined by Contamination Audits.

**“Single Stream Materials”** means all material collected from recycling containers during curbside collection service within the Municipality.

**“Specifications”** means the description of the Single Stream Materials as set forth in Appendix A.

**“Ton”** means 2,000 pounds.

**“Uncontrollable Circumstances”** means any act of terrorism, act of God, landslides, lightning, forest fires, storms, floods, typhoons, hurricanes, severe weather, freezing, earthquakes, volcanic eruptions,

other natural disasters or the imminent threat of such natural disasters, pandemics, quarantines, civil disturbances, acts of the public enemy, wars, blockades, public riots, labor unrest (e.g., strikes, lockouts, or other labor disturbances), acts of domestic or foreign governments or governmental restraint or other causes, whether of the kind enumerated or otherwise, and whether foreseeable or unforeseeable, that are not reasonably within the control of a party.

## **2. QUANTITY AND QUALITY**

a. During the term of the Agreement, Contractor shall take and Municipality agrees to provide one hundred percent (100%) of the Single Stream Materials collected by or on behalf of Municipality. Contractor and Municipality agree to accept materials defined as recyclable by the Massachusetts Department of Environmental Protection Recycle Smart MA program. The general list of acceptable materials is included in Appendix A.

b. Municipality represents and warrants that it shall provide and deliver the Single Stream Materials in accordance with the Specifications set forth in Appendix A, Municipality further acknowledges that Non-Recyclables and Excluded Materials may not exceed 10% of the material collected as Single-Stream Material. Title to Recyclables and generated by Municipality to Contractor is transferred to Contractor upon Contractor's receipt or collection unless otherwise provided in this Agreement or Applicable Law. Title to and liability for Excluded Materials shall remain with Municipality at all times.

c. The Contractor shall perform a minimum of one (1) Contamination Audit in order to identify the overall percentage of "Non-Recyclables" or "Contamination" present within the first sixty (60) days of each contract year on single-stream material generated by the Municipality, and agrees to provide the Municipality 60-days' notice in advance of any other contamination audit. The Municipality may also request additional contamination audits for the fee specified in Part 6. Where the percentage of Non-Recyclables exceeds ten (10) percent, the excess Contamination percentages derived from the most recent Contamination Audit will be effective after each Contamination Audit the month immediately following the most recent Contamination Audit and Municipality shall be subject to an Excess Contamination Charge described in Appendix B. The Municipality shall be permitted to observe the audit process and to this end, the Contractor shall provide a schedule of when each audit sample will be collected from the tipping floor and sorted in the audit area. Any changes to this schedule will be communicated to the Municipality in advance of the change and allow at least one (1) business days' notice. Contamination Audit results shall be compiled in a report and presented to the Municipality within ten (10) business days. The report will include pictures, total sample weight, weight of recyclables, weight of overall contaminants, the collection day, truck number and route number from which each sample originated.

## **3. PRICING/PAYMENTS**

Payments and charges to Municipality shall be calculated as set forth on Appendix B. Contractor shall pay Municipality (or Municipality shall pay Contractor) the Net Value of the Single Stream Materials. Where the Net Value is positive, Contractor shall pay Municipality on or about the last day of the month following delivery for those Single Stream Materials purchased during the preceding month. Where the Net Value is negative, Municipality shall pay Contractor within 30 days of date of invoice.

## **4. DELIVERIES**

Contractor shall deliver Single Stream Materials at Municipality's expense to the Designated Facility during Receiving Hours. All Single Stream Materials must be delivered in self-dumping trucks and will be weighed in and out by Contractor at the Designated Facility.



## **5. MATERIALS**

a. If Excluded Materials are delivered to the Facility by or on behalf of Municipality, Contractor, in its sole discretion, may reject the entire load, or separately contain, set aside, segregate, isolate and manage such Excluded Materials as required by Applicable Law. Municipality will be notified promptly of the location, general character and amount of such Excluded Materials. If requested by Contractor, Municipality must remove, or cause to be removed, such Excluded Materials from the Designated Facility and shall transport and dispose of, or shall cause such Excluded Materials to be transported and disposed, in accordance with Applicable Law. If Municipality fails to timely remove such Excluded Materials after request by Contractor, Contractor may, after notice to Municipality, transport and dispose of such Excluded Materials and charge the costs thereof to Municipality.

b. Contractor shall recycle the Recyclables for reuse and, provided that there is a commercially reasonable available market for such material, shall not dispose of any Recyclables, except such Residue left after appropriate processing of the Single Stream Materials. Contractor makes no representations as to the recyclability of the Recyclables and may dispose of such Recyclables when no reasonable commercial market exists. In the event that, that no reasonable commercial market exists, thus requiring the disposal of Recyclables, Contractor agrees to provide notice within three (3) days to Municipality. In the event that the said material is defined as a waste ban item by the Massachusetts DEP, then Contractor shall also provide the disposal waiver issued by the Massachusetts DEP to Municipality. Municipality acknowledges and accepts that in rare circumstances batches of recyclable material accepted and/or processed by Contractor may be contaminated, ruined, or otherwise considered unfit for market due to operational and/or environmental factors and must be disposed. In these rare cases, Contractor is not obligated to provide Municipality notice of disposal.

## **6. PUBLIC EDUCATION AND OUTREACH**

The parties acknowledge that maintenance of the quality of the Single Stream Materials is a requirement of this Agreement, subject to the provisions herein. Municipality shall use reasonable efforts to inform its residents of the quality requirements hereunder and enforce its standards for the acceptance of Single Stream Materials. Contractor shall provide reasonable assistance to Municipality in such efforts.

## EXHIBIT E

### Appendix A: SPECIFICATIONS

**RECYCLABLES shall be dry, loose, not bagged, and include the following:**

<div style="background-color: #cccccc; text-align: center; padding: 2px;"><b>Paper</b></div> <p>Copier, office, loose leaf, construction &amp; kraft paper          Envelopes (with or without plastic windows)          Flyers, magazines &amp; newspapers          Soft cover &amp; phone books          Plates (clean)</p>	<div style="background-color: #cccccc; text-align: center; padding: 2px;"><b>Other Fiber Products</b></div> <p>Corrugated cardboard          Boxboard, coffee cup trays &amp; egg cartons          Pizza boxes (grease accepted / emptied of food)          Paper towel &amp; toilet paper rolls</p>
<div style="background-color: #cccccc; text-align: center; padding: 2px;"><b>Plastic*</b></div> <p>Cups (clear), tubs, jugs, jars and lids          Bottles (beverage, food, detergent, vitamin &amp; other)          Containers (deli, fruit &amp; clam shell)          Egg cartons</p>	<div style="background-color: #cccccc; text-align: center; padding: 2px;"><b>Metal</b></div> <p>Aluminum beverage cans, baking trays, pie plates &amp; foil          Steel / tin food cans, empty paint cans</p>
	<div style="background-color: #cccccc; text-align: center; padding: 2px;"><b>Glass</b></div> <p>Bottles (beverage, wine &amp; other)          Jars</p>

\*As of the time of this Contract only plastic containers listed in this table numbered 1,2 & 5 are considered recyclable. However, since any plastic jug, tub, bottle, jar, or container including unnumbered plastic containers or plastic containers labeled with numbers other than 1,2 & 5 are acceptable according to the MassDEP Recycle Smart MA program, these plastics will not be considered residue.

Recyclables may be edited upon mutual consent of the Parties and in adherence of the MassDEP Recycle Smart MA Guidelines.

### **RECYCABLES do not include the following:**

<p>Bagged Material (even if it is otherwise recyclable)          Black plastic (e.g. take out trays)          Bulky plastics (chairs, toys, buckets, storage containers)          Clothing, bedding &amp; other textiles          Compostable food containers, cups &amp; utensils          Cup (colored plastic)          Dishes, ceramics &amp; porcelain          Expanded polystyrene foam          Flexible packaging and multi-laminated materials          Flower pots &amp; garden plastics          Food &amp; beverage cartons / aseptic containers          Food waste          Food wrappers          Glass cookware, microwave trays, &amp; pyrex          Hot and cold paper beverage cups          Light bulbs          Metal pots, pans, hangers, toasters &amp; other scrap metal          Napkins, paper towels, tissues &amp; soiled paper plates          Plastic bags, plastic films, or plastic wraps</p>	<p>Plastic Prescription Medication Bottle          Plastic utensils          Shredded Paper          Single brew coffee cups          String &amp; twine          Unnumbered plastics          Window glass, auto glass &amp; mirror glass</p>
	<p>Any recyclable materials, or pieces of recyclable materials, smaller than 2" in size in any dimension</p>
	<p>Wet paper fiber and/or paper fiber that contains or has been contaminated with food debris</p>
	<p>Excluded Materials including but not limited to Materials: (a) that contain chemical or other properties deleterious, or capable of causing material damage, to any part of Contractor's property, its personnel or the public; and/or (b) that may materially impair the strength or the durability of the Contractor's structures or equipment.</p>

**DELIVERY SPECIFICATIONS:**

Single Stream Materials delivered by or on behalf of the Municipality may not contain more than 10% Non-Recyclables or any Excluded Materials. In the event that a single load of Single Stream Materials does not meet Specifications, the load may be rejected. Any rejected loads must be documented with photos demonstrating the cause for rejection. The Municipality may be charged additional processing, return or disposal costs, including Excess Contamination Charges as set forth on Appendix B. The Municipality will be notified in writing of any additional costs caused by a rejected load and provided with the photo documentation demonstrating the cause for rejection.

**EXHIBIT E, Appendix B**  
**AVERAGE COMMODITY REVENUE & PRICING FORMULAS**

**1. VALUE SHARE**

Where the Average Commodity Revenue is greater than the Processing Fee, Municipality's value share is 80% of the difference between the Average Commodity Revenue and the Processing Fee. When the Average Commodity Revenue is less than the Processing Fee, Municipality shall pay Contractor the difference between the Processing Fee and the Average Commodity Revenue.

By way of example:

*Example 1*

Average Commodity Revenue = \$5.37

Processing Fee = \$95.00

750 tons delivered in the month

Municipality Value/Charges =

Value: Average Commodity Revenue – Processing Fee = (\$5.37 - \$95.00) per ton = -\$89.63 indicating a charge per ton × 750 tons = **\$67,222.50 paid by the Municipality to the Contractor**

*Example 2*

Average Commodity Revenue = \$125.00

Processing Fee = \$95.00

750 tons delivered in the month

Municipality Value/Charges =

Value: Average Commodity Revenue – Processing Fee = (\$125.00 - \$95.00) per ton = \$30.00 indicating a positive value per ton × 750 tons = \$22,500 in value

- Municipality receives 80% of revenue when ACR is higher than the Processing Fee, therefore  $\$22,500 \times 80\% =$  **\$18,000 paid by the Contractor to the Municipality**

**2. CHARGES**

- (a) The initial Processing Fee is \_\_\_\_\_ per delivered ton.
- (b) The initial Residue Fee is \_\_\_\_\_ per delivered ton.
- (c) The initial Excess Contamination Fee is \_\_\_\_\_ per ton.
- (d) The Processing Fee, Residue Fee, and Excess Contamination Fee shall be increased by \_\_\_\_% on July 1, 2026 and each July 1 thereafter.

**3. AVERAGE COMMODITY REVENUE**

To calculate the Average Commodity Revenue per ton of the Single Stream,

- (a) The percentage of each Recyclable and Residue component set forth below contained in the Single Stream Materials as established by Composition Audits every six months in August and February, is multiplied by current value of each commodity set forth below; and
- (b) Each commodity value per ton is added together to obtain the Average Commodity Revenue per ton. Average Commodity Revenue is calculated monthly. Municipality will receive a formula sheet in an Excel spreadsheet demonstrating the monthly ACR, collected tons, Processing Fee, and total cost/revenue.

- “PPW” means the higher of the prices issued by *RISI PPI Pulp & Paper Week* for the New England Region, Domestic Price, 1st issue of the month retroactive to the first of the month.
- “SMP” means the higher of the price published at [www.SecondaryMaterialsPricing.com](http://www.SecondaryMaterialsPricing.com), for the New York Region, first dated price each month, retroactive to the first of the month.
- If PPW or SMP (or both) is no longer reflective of prevailing market conditions or if an alternative publication more accurately reflects such market conditions, then Contractor may propose to use any such alternative publication(s) or alternate method to determine the value of each commodity set forth below. Municipality’s consent, which shall not be unreasonably withheld, conditioned, or delayed, to the use of such alternate publication or method is required.
- Notwithstanding anything to the contrary contained herein, if Contractor determines prior to the 10th of the month, that the anticipated Actual Value for any commodity will be more than 10% lower than the index published for such commodity that month, due to market conditions, Contractor may substitute the anticipated Actual Value as established on or about the 10th of the month for the index value that month.
- “Actual Value” means the average price paid to or charged the Designated Facility during the month of delivery of the Single Stream Materials, minus any freight, customs charges, duties, or other charges paid to third parties for such sales. Documentation of Actual Value will be provided to Municipality each month in an Excel spreadsheet.
- The initial Municipal Commodity Composition of the Municipality’s Recyclables shall be presumed to be as set forth in the table below based on the 2022 Average Percentage of Outbound Tons Marketed per Commodity, found in the NERC Northeast Recycling Market Report 2023 Q2 & Q3. The Composition Audits in August and February shall determine the Municipal Commodity Composition for the following six months until the expiration of the contract.

Material Component	Commodity Value	Composition %
Cardboard and other brown papers	PPW OCC #11	33.34%
All other paper	PPW MIX #54	29.88%
Aluminum / beverage cans	SMP for Aluminum Cans (Sorted, Baled, c/lb., picked up minus \$0.08 per pound	1.10%
Steel/Tin	SMP for Steel Cans (Sorted, Densified \$/Ton dropped off at RC)	2.20%
Plastic #1	SMP for PET (baled, c/lb. picked up)	3.98%
Plastic #2 Natural	SMP for Natural HDPE (baled, c/lb. picked up)	0.86%
Plastic #2 Colored	SMP for Colored HDPE (baled, c/lb. picked up)	1.11%
Mixed Plastics	Actual Value	1.04%
Glass	Actual Value	16.49%
Residue	Residue Fee	10.00%
Total:		100%

#### 4. EXCESSIVE CONTAMINATION

Contamination Audit. Where a Contamination Audit determines that Municipality's percentage of non-recyclables exceeds ten (10%), the total tons used to calculate Average Commodity Revenue shall be reduced by the amount of excess contamination. Excess contamination shall be charged at \$\_\_\_\_\_ per ton.

##### Example 3

Average Commodity Revenue = \$5.37

Processing Fee = \$89.00

Excess Contamination = 5%

Excess Contamination Fee = \$100.00

750 tons delivered in the month

Municipality Value/Charges =

Value: Average Commodity Revenue – Processing Fee = (\$5.37 - \$89.00) per ton = \$83.63 charge per ton  
× 712.5 tons = \$59,586.38

Excess Contamination Fee: \$100.00 per ton × 37.5 tons = \$3,750.00

Total Charge: \$59,586.38 + \$3,750.00 = \$63,336.38 for the month

**Average Commodity Revenue Table Example and Explanation**  
(to be modified to include an actual example from Contractor)

A		B			C	D	E
Commodity		Index <sup>1</sup>			Current Composition %	Market Value/Ton	Value
DOC / Cardboard		PP1 DOC 501			14.20%	\$ 50.00	\$ 7.12
Waste Paper (No Other Paper)		PP1 WPG 502 95.4			47.87%	\$	\$
Aluminum Beverage Cans		SNP for Aluminum Cans (sorted, baled, 600/1b, plastic) minus 0.25¢ per pound			11.42%	\$ 700.00	\$ 8.42
Steel Tin Cans		SNP for Steel Cans (sorted, baled, 600/1b, plastic) minus 0.25¢ per pound			2.31%	\$ 35.00	\$ 0.81
PET (Plastic #1)		SNP for PET (sorted, baled, 600/1b, plastic)			2.73%	\$ 310.00	\$ 8.63
High Density Polyethylene (Plastic #2)		SNP for High Density Polyethylene (sorted, baled, 600/1b, plastic)			0.45%	\$ 450.00	\$ 2.03
Low Density Polyethylene (Plastic #3)		SNP for Low Density Polyethylene (sorted, baled, 600/1b, plastic)			0.34%	\$ 200.00	\$ 0.68
Tires and Lids (Plastic #5)		SNP for Tires and Lids (sorted, baled, 600/1b, plastic)			0.00%	\$ 240.00	\$ 0.00
Glass		Actual Value			20.31%	\$ 100.00	\$ 20.31
Residue		Residue Fee			10.00%	\$ 175.00	\$ 17.50
		Total/Blended Value			100.00%		\$ 5.37
		MRF Processing Fee				\$ 89.00	
		70% Waste Charge Fee				\$ 100.00	

- Commodity: Specifies the categories into which single stream recycling is sorted
- Index: Displays the method used to determine the value of the commodity. This could be a published index or the actual price at which the material is sold
- Current Composition %: Displays the percentage of which a given commodity comprises the total amount of single stream at the Designated Facility.
- Market Value/Ton: Displays the dollar value for the commodity, in the current period (this is updated monthly)
- Values: Displays the value associated for that commodity, found in a single ton of Single Stream Recycling (calculated by multiplying the Current Composition % by the Market Value/ Ton)

- F. MRF Processing Fee: The cost for Contractor to process a single Ton of Single Stream Recycling
- G. Total/ Average Commodity Revenue: the dollar value of the recyclables contained in a single ton of Single Stream Recycling (this is the sum of all of the above Values)
- H. Net Rebate / (Charge): equals the Total/ Average Commodity Revenue minus the Processing fee. This is the rebate or (charge) Municipality will pay per ton in a given month. Please note that charges will appear as negatives.
- I. Share Above Fees: this indicates the percentage of the rebate Contractor will share with Municipality in the event that there is a net rebate. In this example, if there is a net rebate, it would be multiplied by 0.80 to determine the amount per ton rebated to Municipality.

**EXHIBIT E, Appendix C**  
**Composition Audit Protocol**

1. Composition Audits may be performed by Contractor staff and witnessed by Municipality Representative. If Contractor prefers a third party to perform the Composition Audits, this will be stated in the Proposal and in the Contract and pricing shall be included in Part 6. The third party shall be agreed upon by both parties and coordinated by the Contractor.
2. Each Composition Audit consists of eleven (11) discrete samples taken from eleven (11) different loads (confidence interval of 88%). Multiple samples may be taken during the same day so long as each sample originates from a different truck (i.e. a different route). This practice allows for representative sampling from across as much of the Municipality as possible. Samples will be taken and aggregated over no more than five (5) days.
3. Each sample will weigh approximately 100lbs and will be collected at random from materials dumped by the collection vehicle on the tipping floor at the MRF.
4. Once the sample is segregated, it will be transported to the audit area, where the sample will be manually separated into ten (10) commodity categories: Cardboard and other brown papers, all other paper, aluminum cans, steel/tin, plastic #1, plastic #2 natural, plastic #2 colored, mixed plastics, glass, and residue. Each category will then be weighed to determine the percentage of each commodity in the sample.
5. Witnesses may request clarification on anything that is deemed non-recyclable.
6. Once 11 samples have been audited, the results will be aggregated into overall Average Commodity Value Composition %. This value will be used in the Average Commodity Revenue calculation. These values will remain in effect until it is updated at the time of the next Composition Audit.
7. Within ten (10) business days Contractor shall provide a report to the Municipality. This report shall include scanned copies of the audit sheets completed by the auditor during the sorting of each sample. The report shall also include a summary sheet including date the material was collected and audited as well as the truck and route number from which the sample was taken. Photo examples of non-recyclable items will also be provided.
8. Either party may request updates to this protocol. Updates will be made if both parties agree to any modifications.

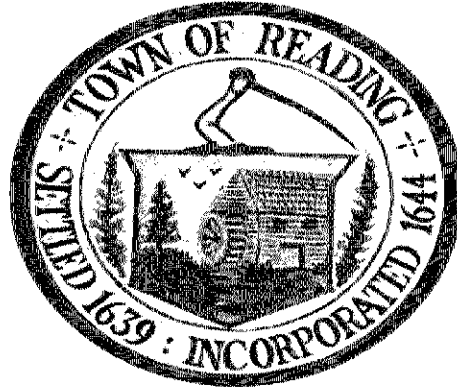


## **EXHIBIT E, Appendix D**

### **Contamination Audit Protocol**

1. Each Contamination Audit consists of eleven (11) discrete samples taken from eleven (11) different loads (confidence interval of 88%). Multiple samples may be taken during the same day so long as each sample originates from a different truck (i.e. a different route). This practice allows for a representative sampling from across as much of the Municipality as possible.
2. Each sample will weigh approximately 200lbs and will be collected at random from materials dumped by the collection vehicle on the tipping floor at the MRF.
3. Once the sample is segregated, it will be transported to the audit area, where the sample will be manually separated into two categories: recyclable and non-recyclable. Each category will then be weighed to determine the percentage of non-recyclable material in the sample.
4. Witnesses may request clarification on anything that is deemed non-recyclable.
5. Once 11 samples have been audited, the results will be aggregated into overall rate. This overall rate shall become the residue rate used in the Average Commodity Revenue calculation. This rate will remain in effect until it is updated at the time of the next Contamination Audit.
6. Within ten (10) business days Contractor shall provide a report to the Municipality. This report shall include scanned copies of the audit sheets (see sample sheet below) completed by the auditor during the sorting of each sample. The report shall also include a summary sheet including date the material was collected and audited as well as the truck and route number from which the sample was taken. Photo examples of non-recyclable items will also be provided.
7. Municipality may request any updates to this protocol upon notification of a Contamination Audit from Contractor.

**Exhibit K – Recycling Composition Audit for the Town of Reading**



**Town of Reading 5-day Recycling Audit  
Peabody, MA  
March 31-April 4, 2025**

## Background

A recycling audit was conducted for the Town of Reading, MA ("Town") for their two daily recycling trucks over the course of 5 days. The recycling audit was conducted at the Republic Services Material Recovery Facility (MRF) by representatives from US Waste Audits and witnessed by a town official. The recycling audit was performed to determine the specific types of materials that make up the recycling stream from every route by the recycling driver.

The recycling sources for this audit were collected by the regular recycling drivers as per the municipal contract between the Town and Republic Services ("Republic"). The collection period adequately represents the typical recycling stream from the entire town and provides a reasonable collection amount from which to assess the Town diversion efforts.

Diversion efforts for the town currently supports:

- Recycling of paper, metals, plastics, and glass
- Recycling of corrugated cardboard

### Audit Procedure

The auditors followed the following steps:

1. Arrive on site at 6am at the Peabody MRF
2. Confirm with Republic that both trucks (2022 & 2038) are from the Reading recycling routes
3. Watch the material as it is tipped onto the MRF floor
4. Await a 150-300 pound sample of material from the front load driver
5. Sort the incoming recycling
6. Compile sorted recycling
7. Weigh recycling by accepted commodity
8. Take pictures and notes as the audit goes on.
9. Clean up the site and wait for the second truck to dump out
10. Repeat steps 3-9 for the second truck.

## Audit Summary Table

Day	Truck	Contamination Level	Key Contaminants	Notable Recyclables	General Comments
Day 1	2022	Moderate	Broken coffee maker, plastic bags, broken glass	Cardboard, aluminum cans	Heavy cardboard load, some glass
	2038	High	Trash bags, green plastic bags, foam mattress, Styrofoam, textiles, doorknob	Paper, cardboard	Excessive contamination, improper bagging
Day 2	2022	Low	Plastic bags, ace bandage (Tanglers)	Clean paper, cardboard, plastic, glass	Clean, dry, excellent sorting
	2038	Very Low	11 lbs of contamination total	Clean loose recyclables	Town performance improving
Day 3	2022	Low	Brown paper bags with mixed recycling, small amount of plastic bags	Bottles, cans, cardboard	Loose material preferred
	2038	Moderate	Fencing posts, small unrecyclables	Glass bottles, cans, some paper	Notable glass volume
Day 4	2022	Moderate	Shredded paper, foam padding, small Tanglers	Cardboard, paper	Shredded paper problematic
	2038	High	Electronics, tanglers, six-pack rings, faucet/showerhead	Cardboard, some metals	E-waste & tanglers prominent
Day 5	2022	Moderate	Paper bags with mixed recycling, plastic film, shredded paper	Cardboard	Mechanical sort issues with bagged recycling
	2038	Very Low	Minor plastic film	Dry, loose recyclable mix	Strong performance

Commodity	Truck 2022					Truck 2038					Percent	
	Day 1	Day 2	Day 3	Day 4	Day 5	Day 1	Day 2	Day 3	Day 4	Day 5	Total (lbs)	Breakdown
<b>Plastics</b>	16	15	26	38	38	20	33	25	41	29		
PLASTIC #1 - (PET)	13	13	16	31	29	17	20	17	31	23	210	8%
PLASTIC #2 natural - (HDPE)	1		5	3	5	1	6	4	5	4	34	1%
PLASTIC #2 colored - (HDPE)	2	2	5	4	4	2	3	4	5	2	33	1%
PLASTIC #3 - (PVC OR V)											0	0%
PLASTIC #4 - (LDPE)											0	0%
PLASTIC #5 - POLYPROPYLENE (PP)											0	0%
PLASTIC #6 - POLYSTYRENE (PS)											0	0%
PLASTIC #7 - MIXED (OTHER)							4				4	0%
HDPE Rigid											0	0%
Mixed Bulky Rigid Plastic											0	0%
Film Grade A											0	0%
Film Grade B											0	0%
Film Grade C											0	0%
PP Post Consumer											0	0%
Polystyrene DPS											0	0%
Compostable plastic PLA and PHA											0	0%
Plastic Foam											0	0%
											0	0%
<b>Metals</b>	15	12	14	13	13	12	9	19	12	8		
<b>Glass</b>	15	31	20	20	11	17	29	54	13	11		
<b>Paper</b>	27	50	53	50	97	38	54	82	60	54		
											0	0%
<b>Cardboard</b>	131	112	141	150	135	76	95	37	78	93	1048	41%
											0	0%
<b>Residual Waste</b>	31	15	37	37	23	55	11	86	28	16	339	13%
											0	0%
<b>Total</b>	235	235	291	308	317	218	231	303	232	211	2581	

## RecyclingMarkets.net Category Summary

Based on the audited material and observations, each load was manually sorted into the following categories per RecyclingMarkets.net standards:

### **Plastics**

Category	Findings
<b>PET Bottles (No Thermoforms)</b>	Present consistently across both trucks (e.g., water bottles, soda bottles).
<b>PET Bottles w/ Thermoforms</b>	Some observed in mixed recycling, especially Amazon-style clear plastic packaging.
<b>HDPE Natural Bottles</b>	Common in household containers like milk jugs, especially in Truck 2022.
<b>HDPE Colored Bottles</b>	Found in detergent and cleaner containers, especially Truck 2038.
<b>HDPE Injection Bulky Rigid Plastics</b>	Identified in mixed bulky loads (e.g., buckets, showerhead).
<b>Mixed Bulky Rigid</b>	Fencing posts, coffee maker, foam mattress casing, etc. appeared primarily in Truck 2038.
<b>PP All Rigid Plastics (Post-Consumer)</b>	Seen in tubs, caps, packaging from everyday food containers.
<b>1–7 Bottles &amp; All Rigid Plastic</b>	Evident throughout all trucks, but sorting effectiveness varied.
<b>3–7 Bottles &amp; Other Rigid Plastic</b>	Some materials found that fall into less commonly recycled plastic categories.
<b>PE Clear Film (Grade A)</b>	Small amount observed (e.g., stretch wrap).
<b>PE Film (Grade B &amp; C)</b>	Mostly Grade C — Amazon bags, shopping bags with contamination.

### **Paper & Fiber**

Category	Findings
<b>Sorted Residential Papers (PS 56)</b>	Common across all trucks—mixed paper, magazines, junk mail.
<b>Old Corrugated Containers (OCC – PS 11)</b>	High quantities, especially in Truck 2022. Clean and dry.
<b>Sorted Office Paper (SOP – PS 37)</b>	Minor amounts present, especially in cleaner loads.
<b>Aseptic &amp; Gable-Top Cartons (PS 52)</b>	Sporadically found—juice and milk cartons.
<b>Shredded Paper</b>	Not acceptable – frequent in Truck 2022 loads on Days 4 and 5.

### **Metal**

Category	Findings
<b>Aluminum</b>	Beverage cans consistently present and clean.
<b>Steel</b>	Found in food cans and some non-acceptable forms like doorknobs.
<b>Other Metal</b>	Faucet and showerhead discovered in Truck 2038 – should be diverted.

### **Glass**

Category	Findings
<b>Flint (Clear)</b>	Frequently seen in wine and beverage bottles.
<b>Amber &amp; Green</b>	Also present, especially in Truck 2038.

### **Non-Recyclable Waste (Residue)**

- **E-waste** (coffee maker, electronics)
- **Tanglers** (plastic bags, ace bandages, six-pack rings)
- **Textiles** (towels, rugs)
- **Plastic Foam** (Styrofoam, foam mattress)
- **Shredded paper**
- **Trash-filled plastic bags**

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## Key Observations and Trends

From the onset of the audit on Day 1, two contrasting load characteristics became clear. Truck 2022 primarily consisted of clean cardboard, aluminum cans, and broken glass — all materials that are readily recyclable. However, a broken coffee maker was discovered in the load, marking a small but notable instance of electronic waste (E-waste), which is not accepted in single-stream curbside recycling. Truck 2038, on the other hand, presented a greater challenge. In addition to a lower cardboard yield, the load contained plastic trash bags filled with landfill waste, Styrofoam, textiles like towels and rugs, and even a foam mattress hidden in a black bag. These are significant contaminants. The presence of a metal doorknob further highlighted the need for clear public guidance on appropriate recycling content.

As the week progressed, there was a clear and encouraging shift toward lower contamination rates and better separation of materials. Day 2 was a standout, with Truck 2038 recording only 11 pounds of contamination, a major improvement from the first day. The load was loose, dry, and composed of highly recoverable materials — an indication that public behavior is improving. Truck 2022 also fared well, with only minor contamination from plastic bags and an ace bandage, categorized as Tangles due to their ability to clog machinery at the MRF. Aside from those, the materials were clean, dry, and highly recyclable.

On Day 3, both trucks returned relatively well-sorted loads. Truck 2022 featured a large amount of OCC (old corrugated cardboard) and beverage containers but was hindered by the common practice of placing recyclables inside brown paper bags. While the bags themselves are recyclable, this bundling inhibits the efficiency of automated sorting systems, especially when plastic or metal items are included inside. Truck 2038's load included many glass bottles, especially wine bottles, along with some unexpected items like plastic fencing posts. Small miscellaneous items were noted that may fall through the screens and inadvertently enter the residue stream.

Day 4 brought back the issue of shredded paper, especially in Truck 2022. Although made of paper, shredded material is too small to be recovered at a single-stream MRF and is often lost as residue. The truck also contained minor amounts of foam packaging and plastic bags. Truck 2038's load, while largely recyclable, featured a showerhead, electronics, and again, several examples of tangles (such as six-pack rings). Bagged recycling made another appearance, hindering the sort process and introducing unwanted cross-contamination between commodities.

The audit concluded on Day 5 with mixed results. Truck 2022 showed repeating issues from earlier in the week — namely, shredded paper, plastic film (like Amazon's soft mailers), and bundled materials inside paper grocery bags. These issues cause mechanical sorters to miss valuable commodities, requiring additional labor and reducing material quality. Truck 2038, however, closed the week on a strong note, presenting a very clean and dry load with only minor plastic film as a contaminant.

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### Most Common Contaminants Identified

- **Plastic Film** (bags, wrappers, and mailers – Grades B/C)
- **Tangles** (ace bandages, cords, six-pack rings)
- **Textiles and Fabric** (towels, rugs)
- **E-waste and Metals** (coffee maker, doorknob, showerhead)
- **Shredded Paper** (too small to capture in MRF screeners)
- **Foam Products** (Styrofoam blocks and mattress)

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### Most Common Recyclables by Category

- **OCC (Cardboard)** – High volumes in both trucks, especially 2022
- **Sorted Residential Papers** – Consistently present and clean
- **Plastic #1 (PET) and #2 (HDPE)** – From beverage and detergent containers
- **Metal Cans (Aluminum & Steel)** – Clean and well-represented
- **Glass Bottles** – Particularly high in Truck 2038

## Conclusion

US Waste Audits is proud to have partnered with the Town of Reading to conduct this in-depth recycling composition audit. The Town's decision to invest in such a detailed assessment demonstrates a commendable commitment to data-driven environmental stewardship and long-term sustainability. In a time where recycling programs across the country are facing growing pressure from contamination, commodity market volatility, and shifting regulatory landscapes, this type of proactive analysis is exactly what is needed to remain effective and resilient.

Over the course of five days, the audit captured a true cross-section of the community's recycling behavior. It revealed a clear trend: most residents are doing the right thing. Clean, dry, properly sorted recyclables made up the bulk of each truckload. Cardboard was especially prevalent, reflecting increased home delivery and e-commerce habits. There was also consistent recovery of paper, glass, and common household containers like PET and HDPE bottles.

However, no recycling program is without its challenges. The audit uncovered several recurring contamination issues that reduce efficiency and jeopardize the value of the material stream. Chief among them were plastic film, tangles, improperly bagged recyclables, and small electronics. These materials not only lower the overall quality of recovered recyclables, but also increase downtime and operating costs at the MRF, often leading to recyclable items being unnecessarily discarded. These problems are correctable — and that's the most encouraging takeaway from this audit.

By targeting education around a few key areas, the Town of Reading can dramatically reduce these contaminants. Outreach focused on why bagging recyclables is harmful, how to identify and remove film plastics, and what to do with items like electronics, shredded paper, and textiles will go a long way in improving material quality and MRF performance. Additionally, offering residents updated recycling guides, visual infographics, and simple "do/don't" lists at the curb could reinforce positive behavior and clarify common misconceptions.

This audit also serves a larger purpose. The data collected here will support the Town in its next hauling and disposal contract negotiations, helping to establish clear performance expectations and materials handling protocols based on actual composition and contamination rates. It provides a reliable, evidence-based foundation for planning future solid waste initiatives, public education campaigns, and budgeting for diversion targets.

In short, the Town of Reading is on the right path. By continuing to assess its program performance with transparency, collaborate with industry experts, and engage the public through education, Reading can serve as a model community for modern, responsible recycling. US Waste Audits looks forward to supporting the Town in its next steps and applauds its leadership in advancing sustainable materials management.

### Special Thanks

US Waste Audits would like to extend our sincere gratitude to the entire team at Republic Services for their support and cooperation throughout the course of this audit. The success of this project would not have been possible without the professionalism, flexibility, and hospitality of the Republic Services staff at the Peabody MRF. From the drivers who patiently navigated modified tipping procedures, to the machine operators who carefully managed floor space and material movement, and especially to the on-site supervisor, who coordinated with our audit team daily — we are truly thankful for the courtesy and respect shown at every stage.

Despite the audit requiring space, time, and additional coordination, the Republic Services team consistently made efforts to ensure our process ran smoothly without disrupting their daily operations. Their commitment to collaboration and operational excellence not only enabled us to gather accurate and meaningful data, but also reinforced the strength of public-private partnerships in advancing effective recycling solutions.

We are proud to have worked alongside Republic Services and are grateful for their continued dedication to quality service and sustainability.



**Exhibit L – Example of Annual Residential Education Guide**

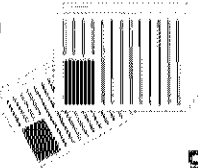
## Special Events

### **Rigid Plastics**

- The Town will schedule 2 Rigid Plastics Events annually – dates TBD.
- Bring your rigid plastics (toys, plastic chairs, containers, etc).
- There is no charge for residents.

### **Paper Shredding**

- The Town will schedule 2 Paper Shredding Events annually – dates TBD.
- Open to residents only.
- One box limit.
- Shredding takes place in front of residents.
- There is no charge for shredding.

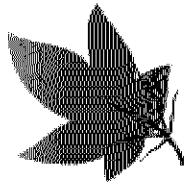


### **Scrap Metal Pickup**

- The Town of Reading will schedule 1 scrap metal pickup annually - date TBD
- The contractor will pick up scrap metal curbside from residents. *No appliances please.*
- No charge.

### **Leaf Collection**

- The Town will schedule (5) weeks of curbside leaf collection per year
- The contractor will pick up leaves in large paper bags
- 2 weeks in the spring and 3 weeks in the fall.
- Collection dates to be announced.
- There is no charge for curbside leaf collection.



## **Permanent Collection Center**

DPW Facility, 75 Newcrossing Road  
Monday thru Friday from 7:30 am to 2:30 pm

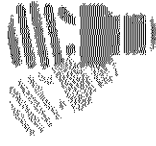
**Styrofoam** - The Town has partnered with Gold Circuit E-cycling to offer a Styrofoam drop-off collection at the DPW Facility. Only drop off clean, white #6 PS preformed block and sheets, **No food containers of any kind, and no colored Styrofoam.**

**Electronics** - Electronics should no longer be placed curbside with your trash. We are partnering with Gold Circuit E-cycling to offer an electronics drop-off collection at the DPW Facility.

**Please note**, TV's, CRT's air conditioners, dehumidifiers, built-in microwaves, and other major appliances will not be accepted. As always, please call Republic Services (1-800-442-9006) to dispose of these items for a fee. **Flat screen TV's can be recycled at the DPW Garage.**

### **Fluorescent Bulbs/Mercury Items**

The Town partners with Covanta Energy to safely dispose of our fluorescent tubes, energy efficient compact fluorescent bulbs and mercury items.



**Mattresses** are not allowed with regular trash or recycling, and are no longer considered a bulk item. Mattresses can be disposed of through ToughStuff Recycling for a fee.

<https://order.toughstuffrecycling.com>

For more information, missed pickups, or questions please contact the Department of Public Works at 1-781-942-9077 or visit our website: [www.readingma.gov](http://www.readingma.gov)



**Town of Reading**



A Guide to

## **Rubbish and Recycling**

Dear Reading Residents,

The following guidelines are provided to assist you with the Rubbish and Recycling collection program. Included in this guide are special collection events and information on our permanent drop off center.

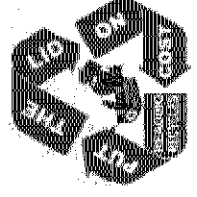
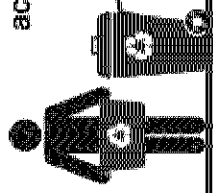
Our goal is to increase recycling and reduce costs by decreasing the tonnage of rubbish that is incinerated. We ask all residents to participate in working towards this goal.

We hope you find this guide helpful. Please feel free to contact us if you have any questions or suggestions regarding Rubbish disposal and Recycling in the Town of Reading.

### **RUBBISH DISPOSAL LIMITS**

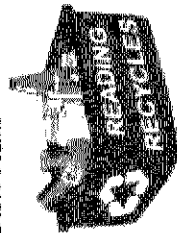
- No more than 4 bags/small barrels or 3 large barrels (a maximum total of 120 gallons) of rubbish per household per week.

- Contractor will not pick up any trash from residents who are not actively recycling



## Single Stream Recycling

- Weekly mandatory unlimited recycling
- No need to sort.
- ***If there is no recycling and/or bin curbside when the trash truck arrives, trash will not be collected.***
- Use the red recycling bins distributed by the Town of Reading.
- **AND/OR**
- Use your own containers clearly marked with a recycling sticker.
- Recycling bins and stickers are available at **no cost** at the DPW Garage or the DPW Office at Town Hall.



## What to Recycle

### Acceptable Paper & Cardboard:

Newspapers/inserts  
Magazines  
Catalogs  
Junk Mail  
Envelopes  
Paper Bags  
Phone Books  
Office Paper  
File Folders  
Books (paperback only)  
Pizza boxes (clean)  
Boxboard

Cereal, cake and gift boxes

Notebooks (no metal rings/clips)

Cardboard Boxes\*

**Important:** Please breakdown, flatten and fold boxes, cartons & other cardboard into no larger than 4' x 4'

### Unacceptable Paper:

- No napkins, tissues, toilet paper, or soiled paper wrappers, milk and juice cartons, frozen food boxes or any other wax coated containers

## Accepted Commingled Materials:

### Plastic

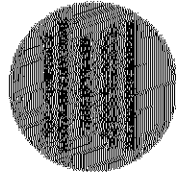
- Butter/margarine tubs
- Dessert/yogurt cups
- Plastic condiment containers
- Laundry bottles
- Plastic take-out containers (non-black only)
- Beverage bottles



Plastic Containers accepted (Excluding #6 Styrofoam)

### Unacceptable Plastics:

- No plastic bags, plastic wrap, newspaper sleeves, or plastic film - return to Supermarkets
- No Styrofoam - bring to drop-off location at the DPW Garage



### Glass

- Glass bottles, jars, food containers and beverage containers

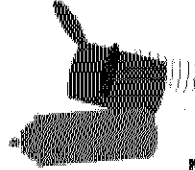


### Unacceptable Glass:

- No window glass or mirrors,
- No light-bulbs,
- No ceramics.

### Metal Cans and Foil

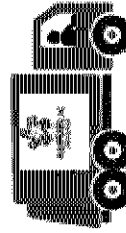
- Clean aluminum cans and foil
- Tin and steel cans
- Lids from jars



### Food Waste Composting

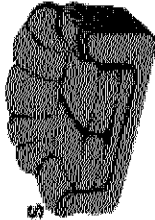
[https://www.readingma.gov/233/Food-Waste-](https://www.readingma.gov/233/Food-Waste-Composting)

Composting



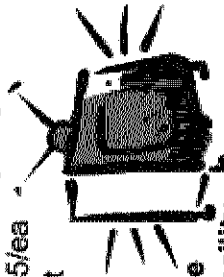
## Bulk Items

- One Bulk Item per week may be placed curbside with your regular recycling & rubbish.
- There is no charge and no stickers are required.
- Bulk items include: sofa, chairs, recliners, table, desk, bookcase, lawn mower (fluids drained), gas grill (tank removed) and carpeting (cut into 3' lengths and roll), etc. Unusually large or awkward items can be picked up for a fee by calling Republic Services directly at **1-800-442-9006**



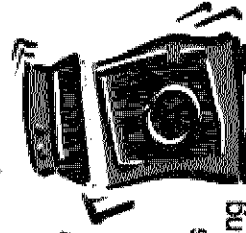
## TV/CRT Disposal

- TV's/CRT's (computer monitors) are not allowed with regular trash or recycling. TV/CRT pickup fee is \$35/ea. Call Republic Services at **1-800-442-9006** to schedule pickup.
- Flat screen TV's can be recycled at the DPW Facility



## Appliances

- Household appliances are not allowed with regular trash or recycling.
- They include but are not limited to: refrigerators, stoves, washers, dryers, heaters, dishwashers, air-conditioners, de-humidifiers, hot water heaters, over the stove microwaves, etc.
- Appliances are picked up by calling Republic Services **1-800-442-9006** and arranging payment and scheduling the pickup.
- Appliance pickup fee is \$35 each.



# TOWN OF READING 2026 / 2027 EVENT CALENDAR

Observed Holiday (Collection delayed by a day)

Curbside Leaf Collection Week

Curbside Christmas Tree Collection Week

Compost Center (Strout Ave) - OPEN

Recycling Event at DPW Garage (Fall/Spring)

Household Hazardous Waste - Hosted by Reading

Household Hazardous Waste - Hosted by Wakefield

Curbside Scrap Metal Collection Week

S	M	T	W	T	F	S
					1	2
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

S	M	T	W	T	F	S
	1	2	3	4	5	
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

S	M	T	W	T	F	S
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28						

S	M	T	W	T	F	S
					1	
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

S	M	T	W	T	F	S
	1	2	3	4	5	
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

S	M	T	W	T	F	S
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

S	M	T	W	T	F	S
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

## **Exhibit M – Prevailing Wage Rates**



MAURA HEALEY  
Governor

KIM DRISCOLL  
Lt. Governor

THE COMMONWEALTH OF MASSACHUSETTS  
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT  
DEPARTMENT OF LABOR STANDARDS

**Prevailing Wage Rates**

As determined by the Director under the provisions of the  
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

LAUREN JONES  
Secretary

MICHAEL FLANAGAN  
Director

**Awarding Authority:** Town of Reading  
**Contract Number:** 25-25 **City/Town:** READING  
**Description of Work:** The Town of Reading (Town) invites proposals for Trash and Recycling Collection Services (Must include Curbside Pickup).  
**Job Location:** 16 Lowell St

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**Information about Prevailing Wage Schedules for Awarding Authorities and Contractors**

- The wage rates will remain in effect for the duration of the project, except in the case of multi-year public construction projects. For construction projects lasting longer than one year, awarding authorities must request an updated wage schedule no later than two weeks before the anniversary of the date the contract was executed by the awarding authority and the general contractor. For multi-year CM AT RISK projects, the awarding authority must request an annual update no later than two weeks before the anniversary date, determined as the earlier of: (a) the execution date of the GMP Amendment, or (b) the execution date of the first amendment to permit procurement of construction services. The updated wage schedule must be provided to all contractors, including general and sub-contractors, working on the construction project.
- This annual update requirement is generally not applicable to 27F "rental of equipment" contracts. For such contracts, the prevailing wage rates issued by DLS shall remain in effect for the duration of the contract term. However, if the prevailing wage rate sheet issued does not contain wage rates for each year covered by the contract term, the Awarding Authority must request updated rate sheets from DLS and provide them to the contractor to ensure the correct rates are being paid throughout the duration of the contract. Additionally, if an Awarding Authority exercises an option to renew or extend the contract term, they must request updated rate sheets from DLS and provide them to the contractor.
- This wage schedule applies only to the specific project referenced at the top of this page and uniquely identified by the "Wage Request Number" on all pages of this schedule.
- An Awarding Authority must request an updated wage schedule if it has not opened bids or selected a contractor within 90 days of the date of issuance of the wage schedule. For CM AT RISK projects (bid pursuant to G.L. c.149A), the earlier of: (a) the execution date of the GMP Amendment, or (b) the bid for the first construction scope of work must be within 90-days of the wage schedule issuance date.
- The wage schedule shall be incorporated in any advertisement or call for bids for the project as required by M.G.L. c. 149, § 27. The wage schedule shall be made a part of the contract awarded for the project. The wage schedule must be posted in a conspicuous place at the work site for the life of the project in accordance with M.G.L. c. 149 § 27. The wages listed on the wage schedule must be paid to employees performing construction work on the project whether they are employed by the prime contractor, a filed sub-bidder, or a sub-contractor.
- Apprentices working on the project are required to be registered with the Massachusetts Division of Apprentice Standards (DAS). Apprentices must keep their apprentice identification card on their persons during all work hours on the project. An apprentice registered with DAS may be paid the lower apprentice wage rate at the applicable step as provided on the prevailing wage schedule. **Any apprentice not registered with DAS regardless of whether they are registered with another federal, state, local, or private agency must be paid the journeyworker's rate.**
- Every contractor or subcontractor working on the construction project must submit weekly payroll reports and a Statement of Compliance directly to the awarding authority by mail or email and keep them on file for three years. Each weekly payroll report must contain: the employee's name, address, occupational classification, hours worked, and wages paid. Do not submit weekly payroll reports to DLS. For a sample payroll reporting form go to <http://www.mass.gov/dols/pw>.
- Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at (617) 626-6953.
- Contractors must obtain the wage schedules from awarding authorities. Failure of a contractor or subcontractor to pay the prevailing wage rates listed on the wage schedule to all employees who perform construction work on the project is a violation of the law and subjects the contractor or subcontractor to civil and criminal penalties.
- Employees not receiving the prevailing wage rate set forth on the wage schedule may file a complaint with the Fair Labor Division of the office of the Attorney General at (617) 727-3465.

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
<b>Trash/Recycle</b>						
Driver	07/01/2024	\$26.90	\$10.50	\$0.00	\$0.00	\$37.40
{READING}	07/01/2025	\$27.71	\$10.50	\$0.00	\$0.00	\$38.21
	07/01/2026	\$28.54	\$10.50	\$0.00	\$0.00	\$39.04
	07/01/2027	\$29.40	\$10.50	\$0.00	\$0.00	\$39.90
	07/01/2028	\$30.28	\$10.50	\$0.00	\$0.00	\$40.78
	07/01/2029	\$31.19	\$10.50	\$0.00	\$0.00	\$41.69
Laborer	07/01/2024	\$22.67	\$10.50	\$0.00	\$0.00	\$33.17
{READING}	07/01/2025	\$23.80	\$10.50	\$0.00	\$0.00	\$34.30
	07/01/2026	\$24.51	\$10.50	\$0.00	\$0.00	\$35.01
	07/01/2027	\$25.25	\$10.50	\$0.00	\$0.00	\$35.75
	07/01/2028	\$26.00	\$10.50	\$0.00	\$0.00	\$36.50
	07/01/2029	\$26.78	\$10.50	\$0.00	\$0.00	\$37.28

**Additional Apprentice Information:**

All apprentices must be registered with the Division of Apprenticeship Training (DAS) in accordance with M.G.L. c. 23, §§ 11E-11L. Minimum wage rates for apprentices employed on public works projects are listed above as a percentage of the hourly prevailing wage rate established by the Commissioner under the provisions of M.G.L. c. 149, §§ 26-27D. Apprentice ratios are established by DAS pursuant to M.G.L. c. 23, §§ 11E-11L. Ratios are expressed as the allowable number of apprentices to journeymen or fraction thereof, unless otherwise specified. The ratios listed herein have been taken from relevant private collective bargaining agreements (CBAs) and are provided for illustrative purposes only. They have not been independently verified as being accurate or continuing to be accurate. Parties having questions regarding what ratio to use should contact DAS.

**Exhibit N – Price Fluctuations and Fuel Surcharge**



## **EXHIBIT N**

### **PRICE FLUCTUATIONS AND FUEL SURCHARGE**

The annual base price cost varies from Year 1 to Year 2 and all consequent years. This increase is accommodating various factors, such as Consumer Price Index and Prevailing Wage Rates. In addition, Fuel Adjustments are to be included in the monthly invoices based on the calculation described below:

#### **Fuel Adjustment Formula**

Beginning on July 1, 2026, the Contractor or the Municipality will be entitled to quarterly fuel adjustments. The quarterly adjustment to the base price contract price is based on the difference between the average three-month price of diesel fuel as measured by The Weekly New England No 2 Diesel Retail Rates by All Sellers as published by the Energy Information Administration (the "EIA Index") and the Baseline Fuel Price in this Exhibit.

**For the term of this contract, the Baseline Fuel Price is \_\_\_\_\_ per gallon (including taxes) for diesel fuel.**

**Increases or decreases, as determined above, will be applied to the predetermined volume of fuel used (baseline gallons), which will be \_\_\_\_\_ gallons per month for the term of this contract.**

Adjustments will be made quarterly on the first day of each quarter, and any adjustments will be reflected in the monthly invoice to the Municipality in equal monthly installments over the ensuing 3- month period. These adjustments are based on the previous 3-month average cost of diesel fuel as determined by the EIA Index referenced above.

All Monthly Fuel Adjustments to contract price, increase or (decreases), will be made to the monthly base cost of collection services then in effect which is established July 1, October 1, January 1 and April 1 of each fiscal year.

Tariffs are enforcement of existing law. This RFP seeks proposals of a lump sum basis that accounts for all requirements, including existing laws, to furnish the defined scope of services. No additional costs for tariffs under existing laws will be allowed in the contract

**Exhibit O – IRS Form W-9**

## Request for Taxpayer Identification Number and Certification

Give Form to the  
requester. Do not  
send to the IRS.

Print or type See Specific Instructions on page 2.	<b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	<b>2</b> Business name/disregarded entity name, if different from above	
	<b>3</b> Check appropriate box for federal tax classification; check only <b>one</b> of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <b>Note.</b> For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	<b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	<b>5</b> Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	<b>6</b> City, state, and ZIP code	
<b>7</b> List account number(s) here (optional)		

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

<b>Social security number</b>									
				-				-	
<b>or</b>									
<b>Employer identification number</b>									
					-				

### Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
------------------	-------------------------------	--------

### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/fw9](http://www.irs.gov/fw9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.*

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

## **Exhibit P – Trash & Recycling Route Maps**

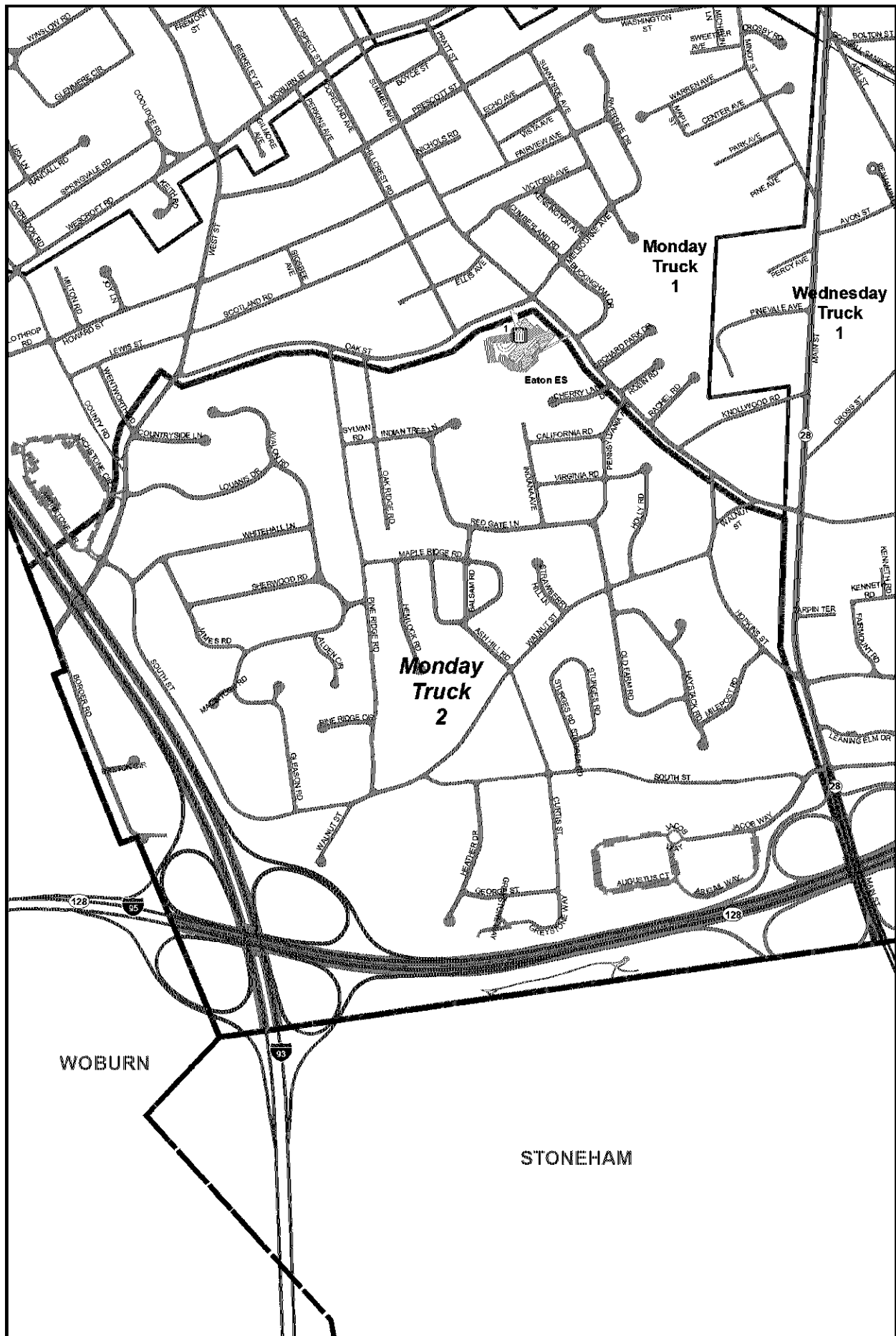


## TRASH/RECYCLING PICKUP ROUTES

### Monday Truck 1

Locus Map





**Legend**

	Rubbish		Driveway
	Recycling		Parking Lot
	Structure		

Map by Town of Reading  
 Trash routes current as of May 2025

# **TRASH/RECYCLING PICKUP ROUTES** *Monday Truck 2*

**Locus Map**

N



**Legend**


Map by Town of Reading  
 Trash routes current as of May 2025

# TRASH/RECYCLING PICKUP ROUTES

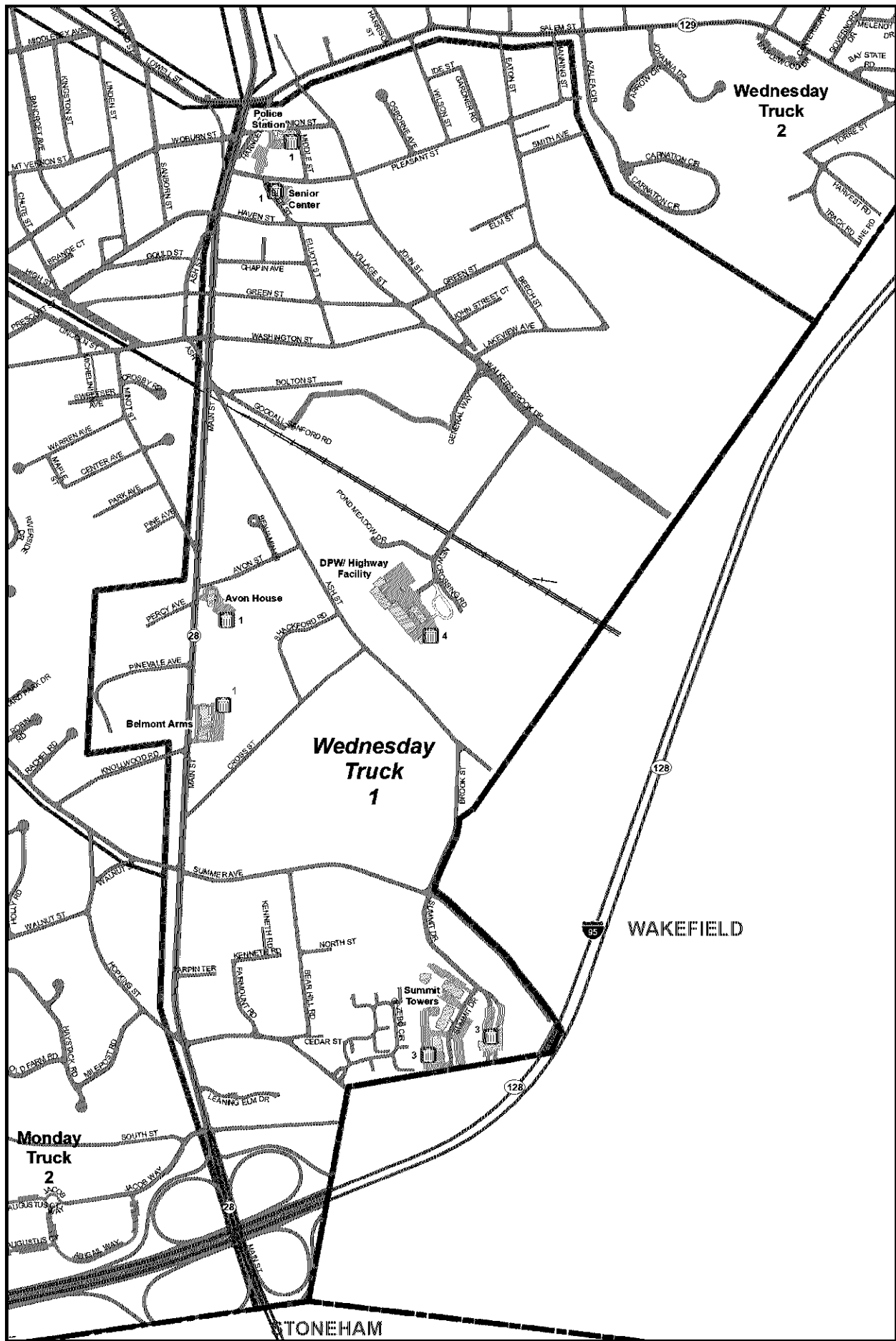
## Tuesday Truck 1

**Locus Map**

N







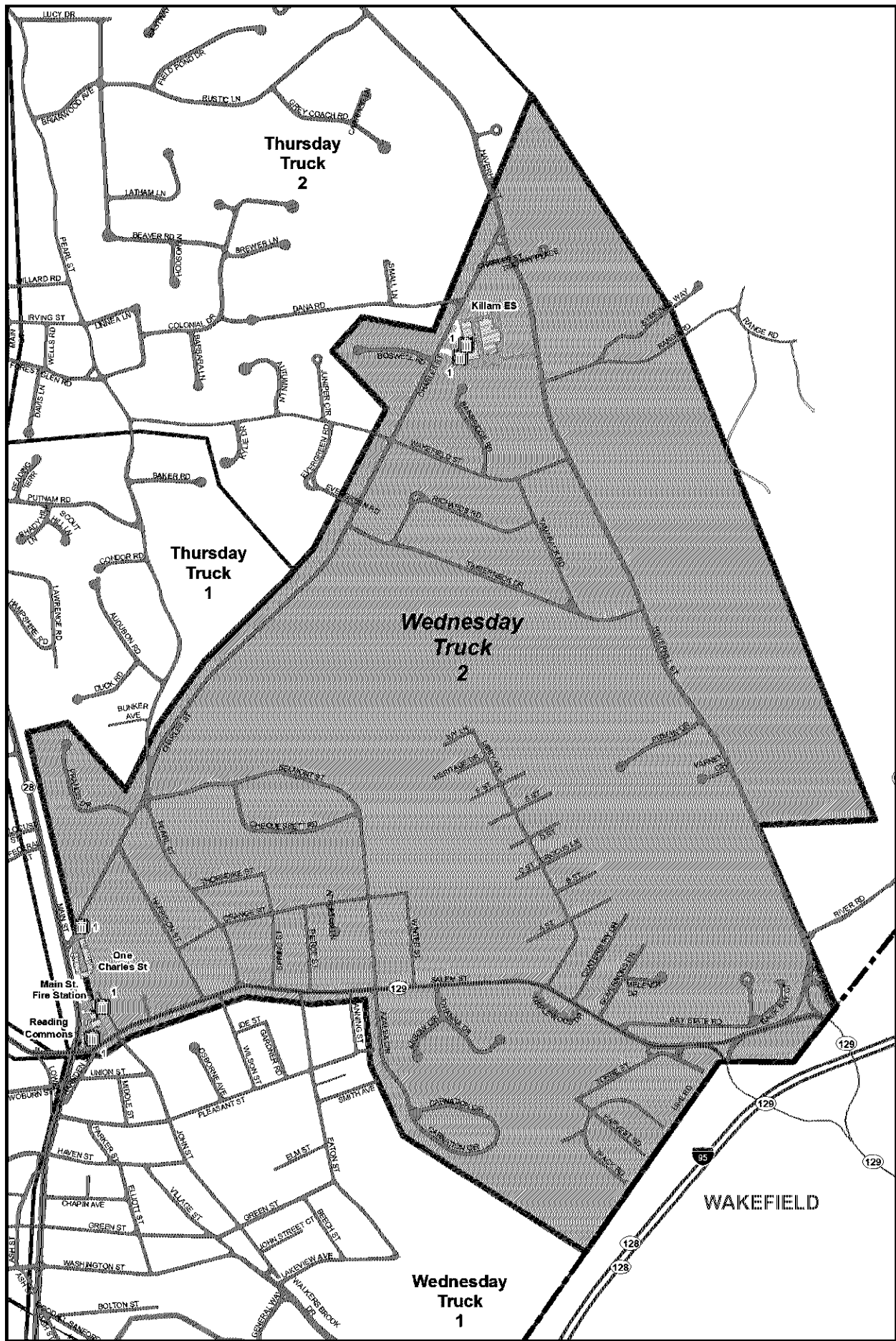
**Legend**


Map by Town of Reading  
 Trash routes current as of May 2025

# TRASH/RECYCLING PICKUP ROUTES

## Wednesday Truck 1

**Locus Map**



**Legend**

Rubbish	Driveway
Recycling	Parking Lot
	Structure

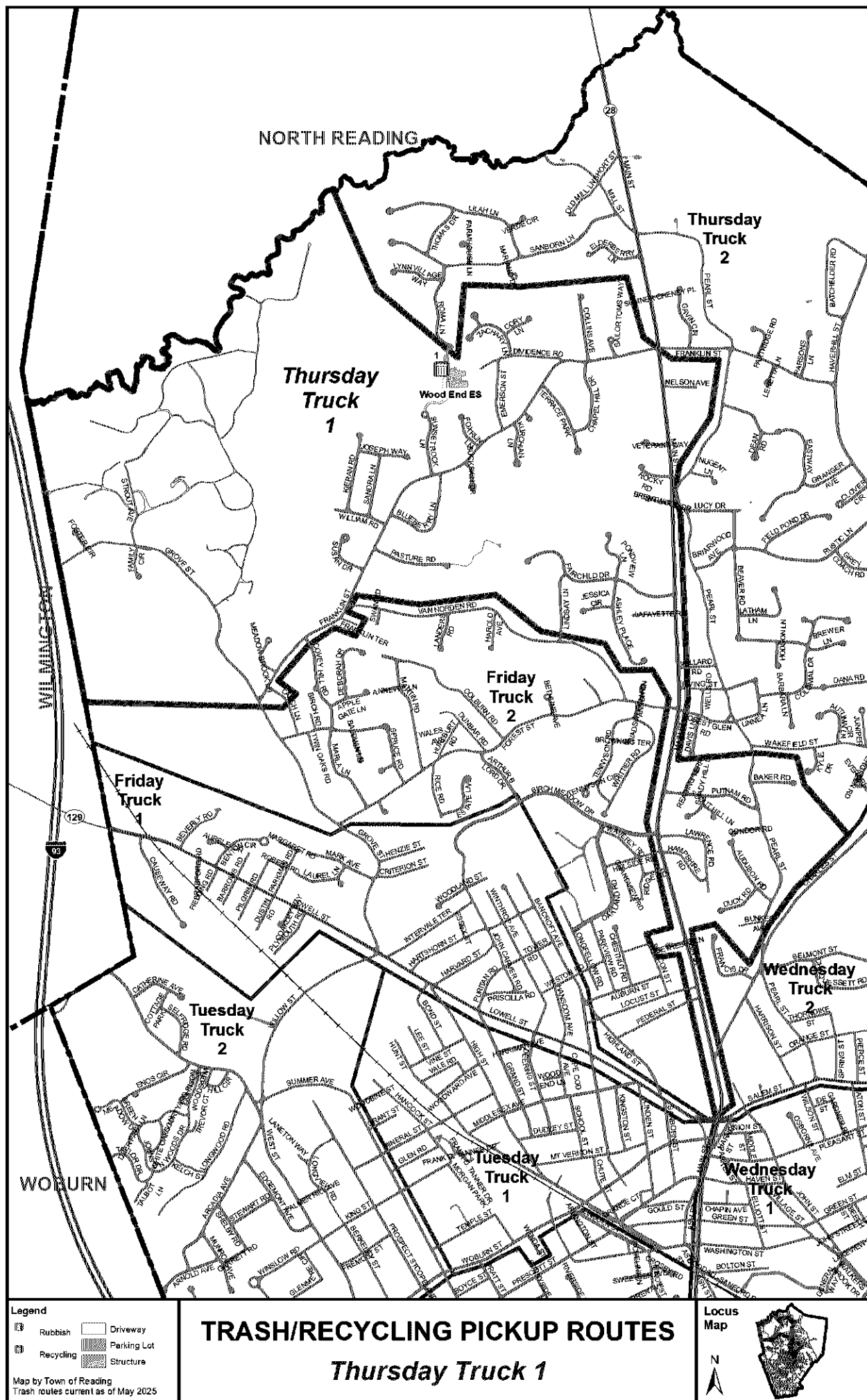
Map by Town of Reading  
 Trash routes current as of May 2025

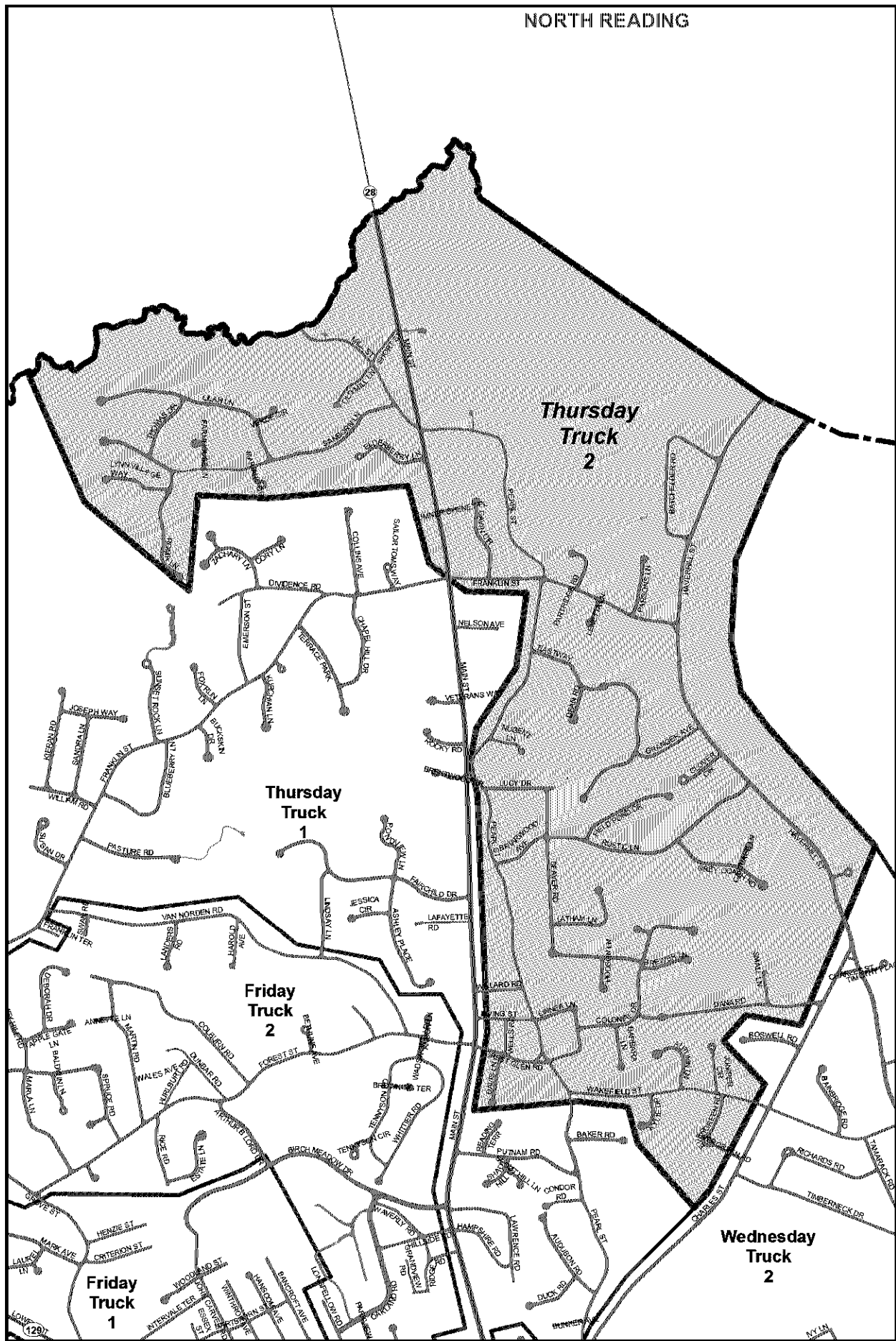
# TRASH/RECYCLING PICKUP ROUTES

## Wednesday Truck 2

**Locus Map**

N





**Legend**

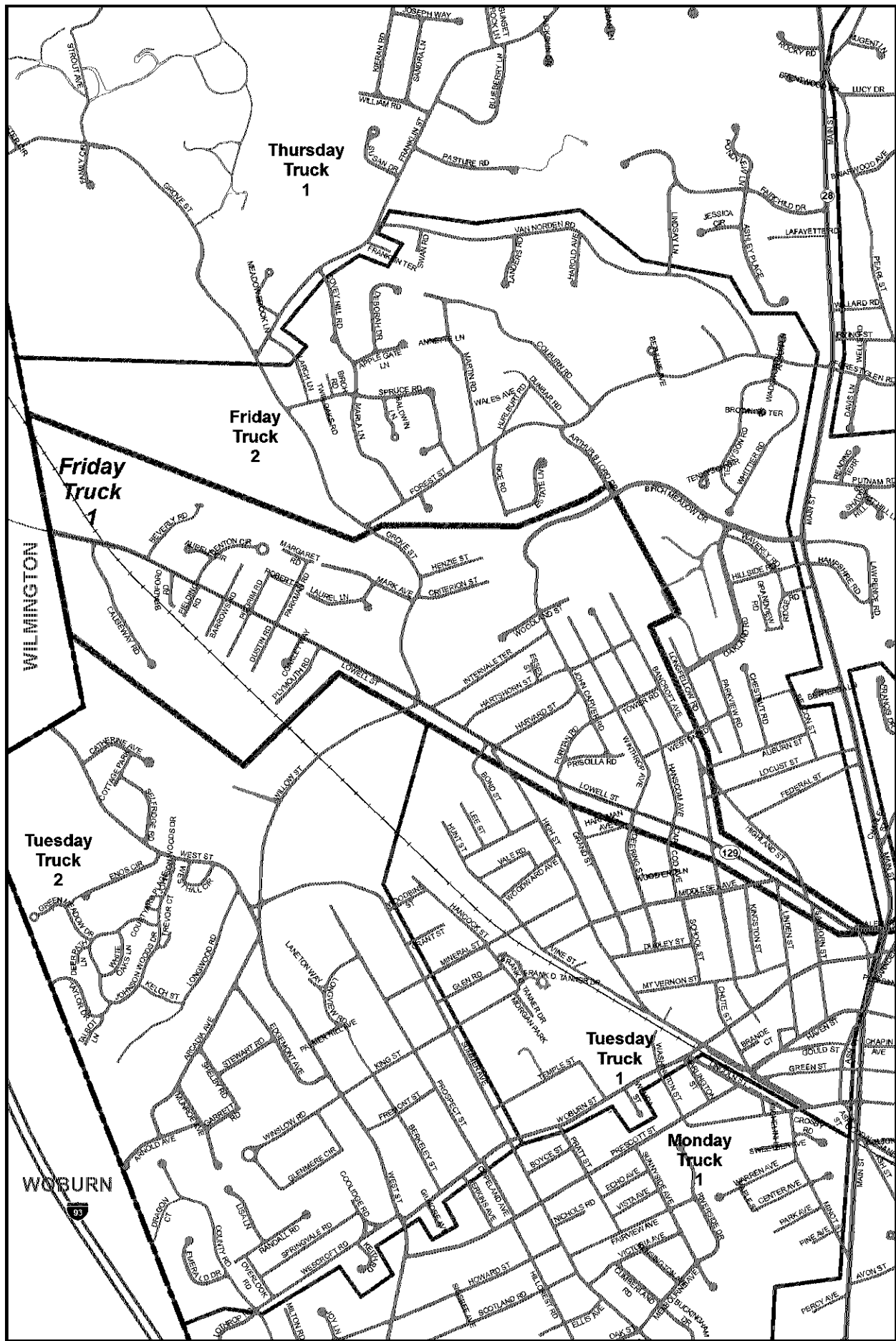

Map by Town of Reading  
Trash routes current as of May 2025

**TRASH/RECYCLING PICKUP ROUTES**

*Thursday Truck 2*

**Locus Map**

N



**Legend**


Map by Town of Reading  
 Trash routes current as of May 2025

# TRASH/RECYCLING PICKUP ROUTES

## Friday Truck 1

**Locus Map**

N



**Legend**

	Rubbish		Driveway
	Recycling		Parking Lot
			Structure

Map by Town of Reading  
 Trash routes current as of May 2025

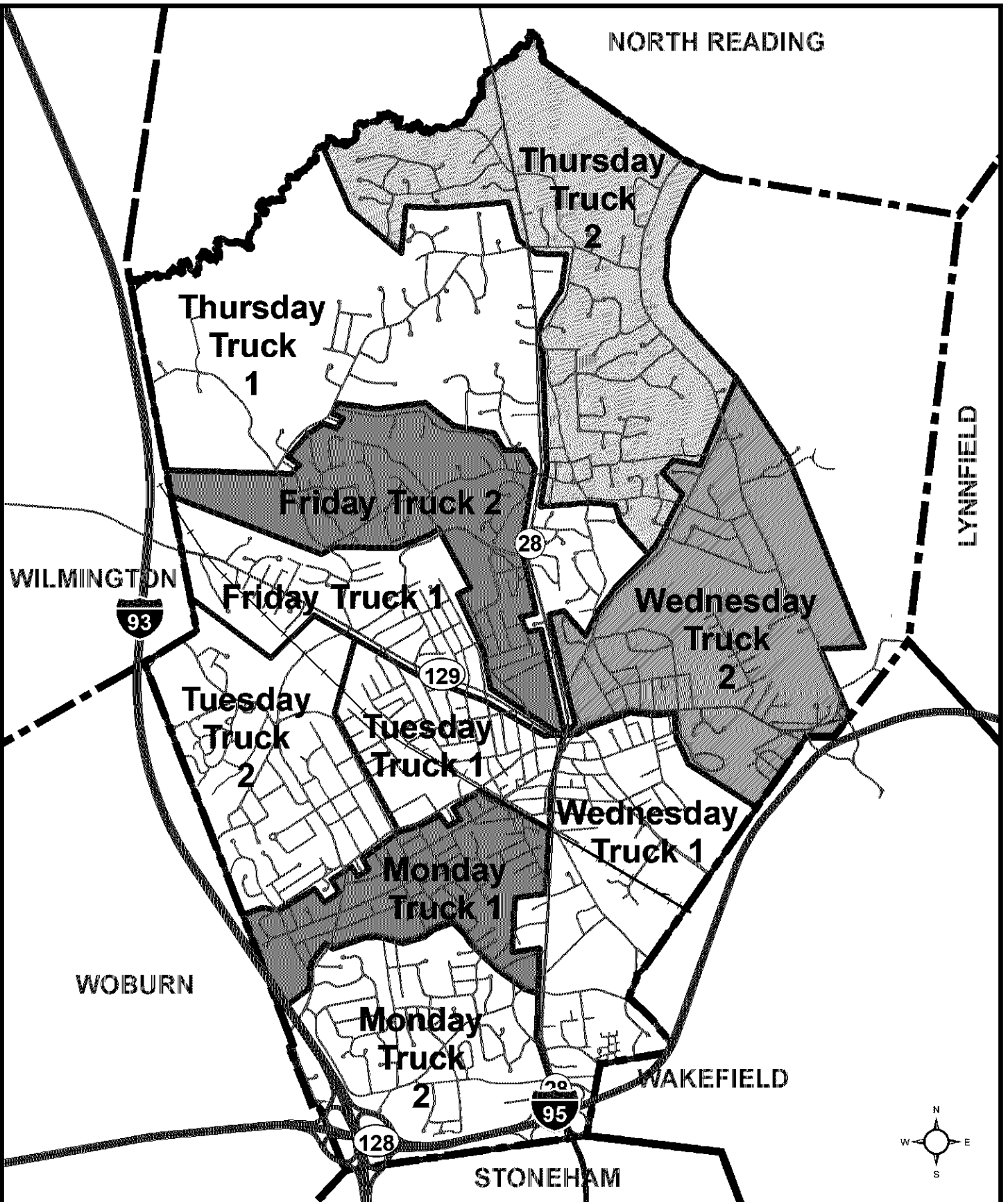
# TRASH/RECYCLING PICKUP ROUTES

## Friday Truck 2

**Locus Map**

N





# TRASH/RECYCLING PICKUP ROUTES

## READING MA

Town of Reading  
Routes current May 2025

**Exhibit Q – Dead-End Streets within the Town of Reading**



### Exhibit Q - Dead-end Streets, 2025

Street Name	From	To
A St	Dead End	Dead End
Annette Lane	Martin Rd	Dead End
Arbor Way	Vine St	Dead End
B St	Libby St	Dead End
Back Bay Court	Bay State Rd	Dead End
Bancroft Ave	Hartshorn St	Dead End
Barrows Rd	Lowell St	Dead End (N)
Barrows Rd	Lowell St	Dead End (S)
Beverly Rd	Lowell St	Dead End
Birch Rd	Spruce Rd	Dead End
Bolton St	Ash St	Dead End
Bradford Rd	Lowell St	Dead End
Bunker Ave	Pearl St	Dead End
C St	Dead End	Dead End
Canterbury Drive	Salem St	Dead End
Colburn Rd	Martin Rd	Dead End
Coolidge Rd	Wescroft Rd	Dead End
Criterion St	Grove St	Dead End
Curtis St	George St	Dead End
D St	Libby Ave	Dead End (E)
D St	Libby Ave	Dead End (W)
Dividence Rd	Emerson St	Dead End
Dustin Rd	Lowell St	Dead End
E St	Dead End	Dead End
Ellis Ave	Hillcrest Rd	Dead End
Elm St	Eaton St	Dead End
F St	Dead End	Dead End
Fielding Rd	Lowell St	Dead End
Franklin Terrace	Franklin St	Dead End
Governors Drive	Melendy Drive	Dead End
Grand View Rd	Cold Spring Rd	Dead End
Grant St	Summer Ave	Dead End
H St	Libby Ave	Dead End
Henzie St	Grove St	Dead End
Heritage Drive	Libby Ave	Dead End
Hunt St	Vine St	Dead End
Indiana Ave	Red Gate Lane	Dead End
Jadem Terrace	High St	Dead End
John St Court	John St	Dead End
Kelch St	Longwood Rd	Dead End
Kenneth Rd	Fairmount Rd	Dead End
Lafayette Rd	Main St	Dead End
Laneton Way	Longview Rd	Dead End

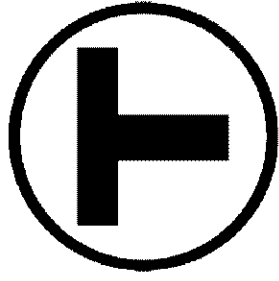
Street Name	From	To
Larch Ln	Spruce Rd	Dead End
Larch Ln	Franklin St	Dead End
Laurel Ln	Mark Ave	Dead End
Leaning Elm Drive	Main St	Dead End
Lee St	Vine St	Dead End
Linda Av	Dunbar Rd	Dead End
Longfellow Rd	Oakland Rd	Dead End (N)
Longfellow Rd	Weston Rd	Dead End (S)
Longwood Rd	West St	Dead End
Lucy Dr	Pearl St	Dead End
Margaret Rd	Parkman Rd	Dead End
Mark Av	Grove St	Dead End
Michellini Ln	Washington St	Dead End
Milton Rd	Howard St	Dead End
Morgan Park	King St	Dead End
Nelson Ave	Main St	Dead End
Nichols Rd	Summer Av	Dead End
Norman Rd	Track Rd	Dead End
North St	Bear Hill Rd	Dead End
Oak Ridge Rd	Oak St	Dead End
Old Mill Lane	Mill Lane	Dead End
Ordway Terrace	Chapin Ave	Dead End
Park Ave	Minot St	Dead End
Percy Ave	Main St	Dead End
Pilgrim Rd	Lowell St	Dead End
Pine Ave	Minot St	Dead End
Pinevale Ave	Main St	Dead End
Plymouth Rd	Lowell St	Dead End
Priscilla Rd	Puritan Rd	Dead End
Prospect St	Longview Rd	Dead End
Robert Rd	Pilgrim Rd	Dead End
Small Lane	Dana Rd	Dead End
Smith Ave	Eaton St	Dead End
Star St	Pinevale Rd	Dead End
Swan Rd	Van Norden Rd	Dead End
Sweetser Ave	Minot St	Dead End
Tarpin Terrace	Main St	Dead End
Twin Oaks Rd	Spruce Rd	Dead End
William Rd	Franklin St	Dead End
Winthrop Ave	Hartshorn St	Dead End
Wood End Lane	Cape Cod Ave	Dead End
Woodland St	John Carver Rd	Dead End (E)

**\*\* This exhibit is a listing of current dead-end streets within Reading and has been provided to facilitate collection logistics for the contractor. The Town believes this list to be complete but does not guarantee that every dead-end street has been identified. It shall be the responsibility of the contractor to identify all dead-end streets and how all collections get completed on them.**

**Exhibit R – One-Way Streets within the Town of Reading**

### Exhibit R - One-Way Streets, 2025

Street Name	From	To
Bancroft Avenue	Lowell St.	Middlesex Ave.
Chute Street	Haven St.	Woburn St.
Chute Street	Mount Vernon St.	Woburn St.
Gould Street	Haven St.	Ash St.
Green Street	Main St.	Washington St.
Harnden Street	Main St.	Union St.
Haven Street	Main St.	Parker St.
Haven Street	Main St.	Gould St.
Linden Street	Haven St.	Lowell St.
Sanborn Street	Lowell St.	Haven St.

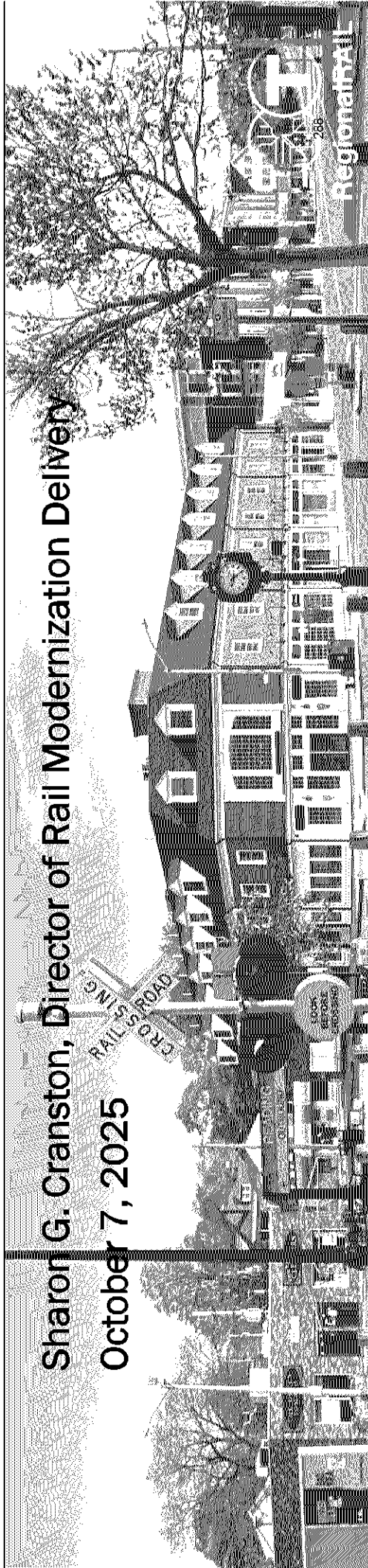


# Massachusetts Bay Transportation Authority

## Rail Modernization: Reading Turnback Track Project

Sharon G. Cranston, Director of Rail Modernization Delivery

October 7, 2025



## Public Outreach Summary

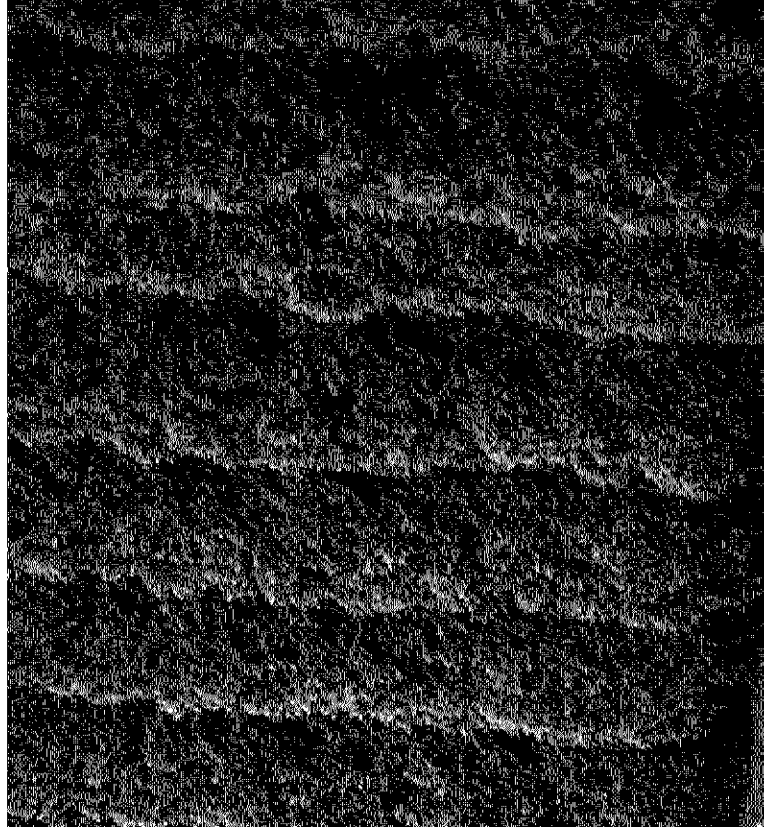
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- MBTA paused project after Public Meeting in February to:
  - Review alternative project locations
  - Investigate noise, grade crossing, and emissions concerns
- Met with Reading Police and Fire Chiefs to review grade crossing data, followed by similar meetings with Wakefield, and Melrose
- Last month met with elected officials, abutters group, and held a follow up public meeting to present additional information on those areas of concern

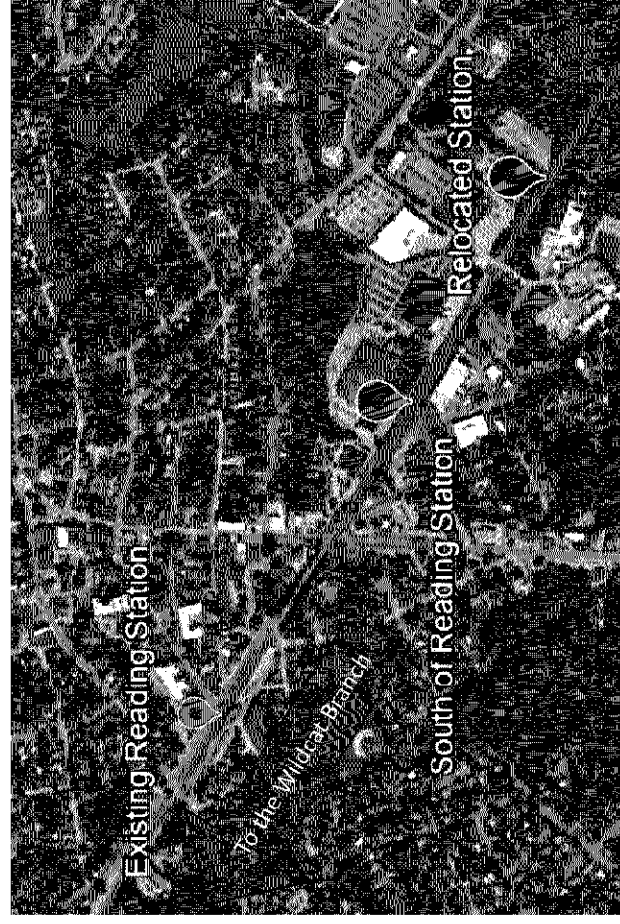
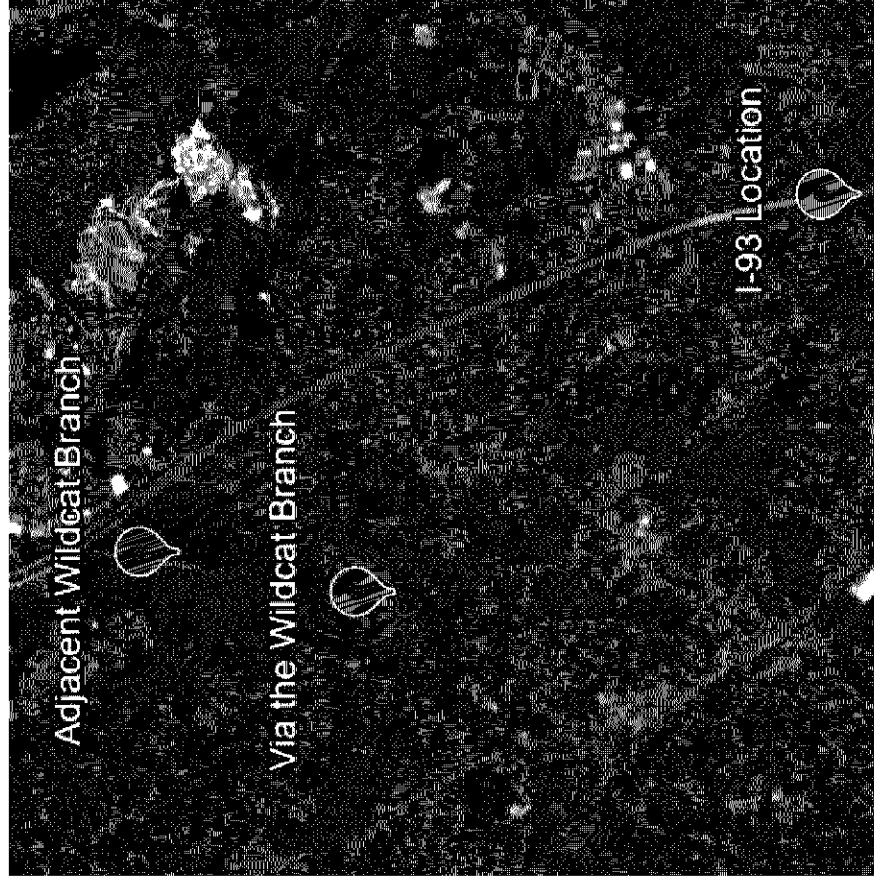


## New Scope Elements

- Track-pan installed (length of locomotive)
  - Locomotive will always stop at the same location and would not be closer to homes
- Plantings
  - Native species *Arborvitae* and/or other species approved by the Conservation Commission to provide screening of the stationary train
  - Noted as an ideal “privacy planting”



# Alternative Locations Considered



Alternatives did not work as they variously:

- Did not support 30-minute Reading service frequency
- Required full station rebuild
- Required property acquisition to relocate power lines



RegionalRAIL



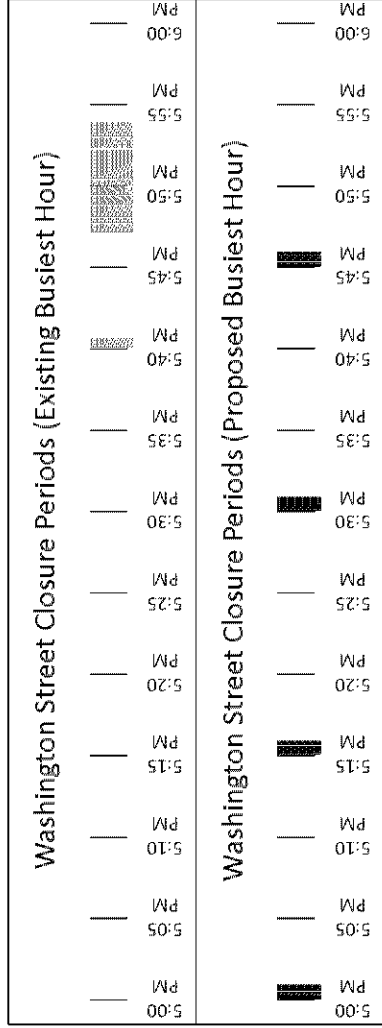
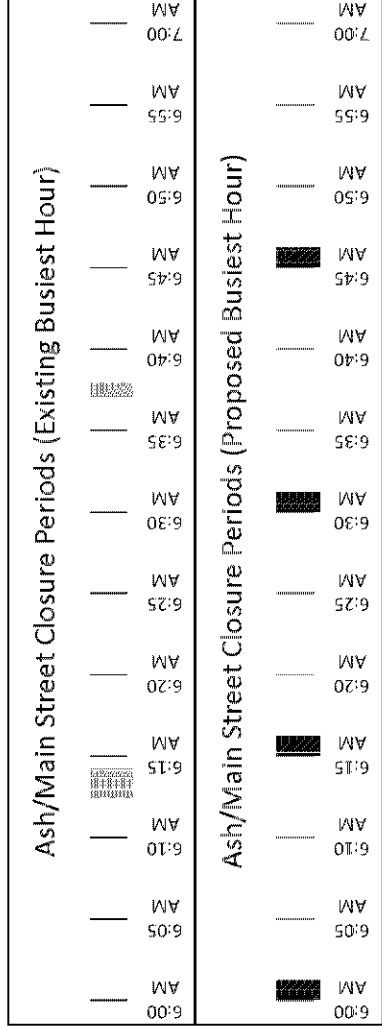
# Noise Study

- Recorded from April 23 to 24 for a total of 27 hours
  - MBTA provided test train 12:37 to 12:58 on April 23 to record stationary train noise
- Does not exceed FTA or MassDEP noise criteria limits

Site No.	Address	Test Condition	Leq dBA With and Without Train 12:40 to 13:00	Audibility (+5 dBA) Leq dBA Difference 12:40 to 13:00
N-1	20 Hunt Street	With Test Train Without Test Train	51 46	5
N-2	88 Hancock Street	With Test Train Without Test Train	51 45	6
N-3	13 Willow Street	With Test Train Without Test Train	51 50	1



# Gate Closure Comparison



## Existing

## Proposed

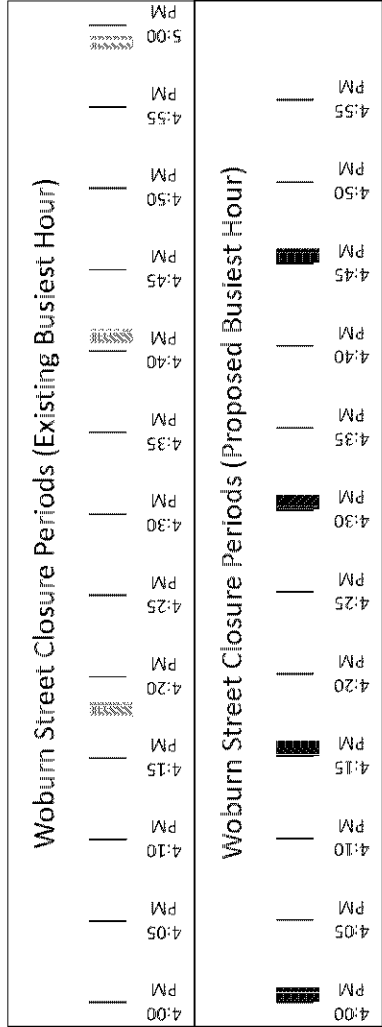
Average Activation Time	78.1s	74.4s
Number of Activations	42	62
Average Activations per Hour	3	4

## Existing

## Proposed

Average Activation Time	71.7s	53.0s
Number of Activations	42	62
Average Activations per Hour	3	4

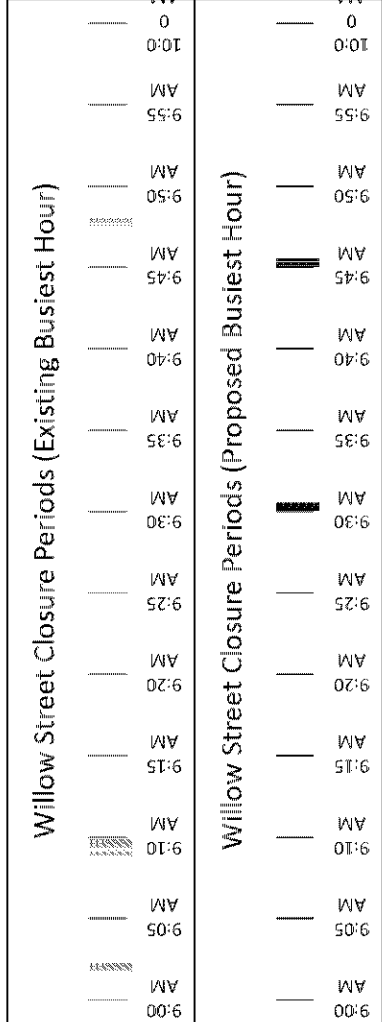
# Gate Closure Comparison, cntd



Existing

Proposed

Average Activation Time	56.9s	52.9s
Number of Activations	24	62
Average Activations per Hour	1.5	4



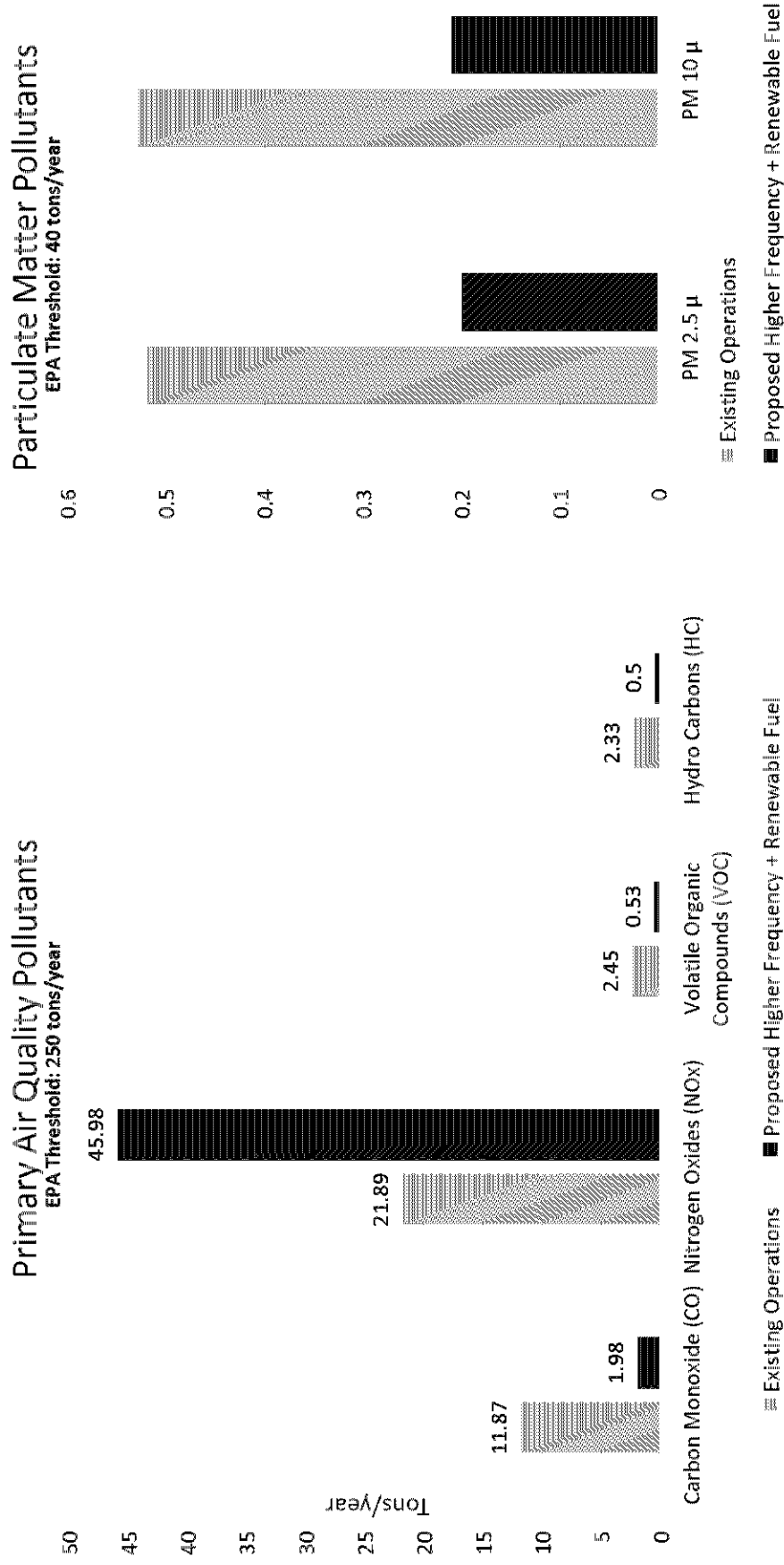
Existing

Proposed

Average Activation Time	37.4s	34.3s
Number of Activations	24	34
Average Activations per Hour	1.5	2



# Emissions from Commuter Rail Operations



RegionalRAIL

## Other Environmental Information/Questions

- Massachusetts Environmental Policy Act (MEPA) 301 CMR 11.00 and Massachusetts Department of Environmental Protection (MassDEP) Air Quality Regulations 310 CMR 7.0
  - Per 301 CMR 11.03 Review Thresholds, the project does not exceed any MEPA thresholds to require a MEPA review
  - Locomotives are categorized as mobile sources by the EPA and regulated differently that stationary sources like powerplants even when idling
- Notice of Intent (NOI) has been filed with Reading Conservation Commission
- Other environmental permitting
  - A due diligence review of other environmental permits and reviews was conducted, and no other permits are deemed necessary for this project based on the current scope of work, other than an Order of Conditions from the Conservation Commission

## Next Steps

- Conservation Commission meeting is tomorrow night





Town of Reading  
16 Lowell Street  
Reading MA 01867  
RECEIVED  
TOWN CLERK  
READING, MA.

Town Clerk  
781-942-9050

2025 SEP 25 PM 12:40

fax: 781-942-9070  
website: www.readingma.gov

**Application for Appointment to  
Boards, Committees and Commissions**

Name: FODERA GIUSEPPE CIRO Date: 9/25/25  
(Last) (First) (Middle)  
Address: 29 Richards Rd READING, MA  
Phone (Home): 617 877 7130 Phone (Work): 617 877 7130  
Phone (Cell): 617 877 7130 Which number should be listed? ALL  
Occupation: Construction Management Number of years in Reading: 33  
E-mail address: GIUSEPPE@GCFODERA.COM

Place a number next to your preferred position(s) (up to four choices) with number 1 being your first priority. (Please attach a resume if available)

- |  |   |
|--|---|
| <input type="checkbox"/> Animal Control Appeals Committee              | <input type="checkbox"/> Audit Committee                        |
| <input type="checkbox"/> Board of Assessors                            | <input type="checkbox"/> Board of Cemetery Trustees             |
| <input type="checkbox"/> Board of Health                               | <input type="checkbox"/> Board of Registrars                    |
| <input type="checkbox"/> Bylaw Committee                               | <input type="checkbox"/> Celebration Trust Committee            |
| <input type="checkbox"/> Climate Advisory Committee                    | <input type="checkbox"/> Commissioners of Trust Funds           |
| <input type="checkbox"/> Community Planning and Development Commission | <input type="checkbox"/> Conservation Commission                |
| <input type="checkbox"/> Constables                                    | <input type="checkbox"/> Council on Aging                       |
| <input type="checkbox"/> Cultural Council                              | <input type="checkbox"/> Custodian of Soldier and Sailor Graves |
| <input type="checkbox"/> Finance Committee                             | <input type="checkbox"/> Historic District Commission           |
| <input type="checkbox"/> Historical Commission                         | <input type="checkbox"/> Housing Authority                      |
| <input type="checkbox"/> Human Relations Advisory Committee            | <input type="checkbox"/> Permanent Building Committee           |
| <input type="checkbox"/> RCTV Board of Directors                       | <input checked="" type="checkbox"/> Recreation Committee        |
| <input type="checkbox"/> Retirement Board                              | <input type="checkbox"/> RMLD Citizen Advisory Board            |
| <input type="checkbox"/> Town Forest Committee                         | <input type="checkbox"/> Trails Committee                       |
| <input type="checkbox"/> Veterans Memorial Trust Fund Committee        | <input type="checkbox"/> Zoning Board of Appeals                |
| <input type="checkbox"/> Other _____                                   |   |

Please outline relevant experience for the position(s) sought:

ASSOCIATE MEMBER



## **Town of Reading**

16 Lowell Street, Reading, MA 01867

**Reading Historical Commission**

Ph: 781-942-6654 or Fax: 781-942-9071

RHC@ci.reading.ma.us

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September 27, 2025

Select Board

Town of Reading

16 Lowell Street

Reading, MA 01867

### **Re: Replacement of Reading Train Depot Roof - 32 Lincoln Street**

Dear Select Board Members:

On behalf of the Reading Historical Commission (RHC), I am writing to provide our recommendation for the replacement of the slate roof on the Reading Train Depot at 32 Lincoln Street. The structure is referred to in the National Historic Register as "Boston & Maine RR Depot" and is recorded in Reading's "Historical and Architectural Inventory."

The current depot was constructed in 1890, and is the most visible reminder of the importance played in Reading's development by the railroad. Thankfully, it has been well maintained, stands proudly at the head of Haven Street, and remains one of Reading's most conspicuous historic structures. In addition to the depot's articulated panels and long windows, chamfered knee braces support a deep overhanging roof. It is this original slate roof that the owner seeks to replace.

A deed restriction recorded in perpetuity states that "the present slate roof shall be kept in good repair and retained for as long as possible." The Select Board is the signatory to this deed restriction and is the decision authority regarding the proposed roof replacement.

After many years attempting to preserve the slate roof, the current owner, James D'Amico, has stated that continued repair is no longer feasible. Mr. D'Amico presented several replacement options to the RHC:

1. Natural slate
2. Composite slate (EcoStar Niagara Slate)
3. Asphalt shingle

The RHC's objective is to preserve historic and architecturally significant structures as close as possible to the original condition, and during repairs or replacement, apply original materials "in-kind." Accordingly, we recommend that the owner replace the roof with real natural slate in line with the building's original 1890s design and construction.



However, in this case, and understanding the high cost and complicated installation of real slate, we would alternatively support the use of composite slate in order to most closely preserve the historic appearance, while mitigating cost. Preferably, the owner would use the EcoStar Niagara Slate that he presented to the RHC earlier this month. Composite slate in either a charcoal black or gray/black blend appears to most closely match what was probably the original color. The current "slight" is obfuscated by deteriorated or missing slate or repairs with off-color pieces. Fascia boards and perimeter coverings should complement/match the roof color or gutters.

The RHC discourages the use of asphalt shingles, as they do not reflect the appearance of the original slate roof.

Finally, the RHC acknowledges that Mr. D'Amico has worked closely with the Commission and has met with us several times. We also appreciate the high cost of this project. Therefore, the RHC has authorized the use of up to \$5,000 from the RHC's Preservation Trust Fund to help Mr. D'Amico offset some of the costs of the slate or composite slate. Please note that we will only release these funds if natural slate or composite slate is ultimately used to replace the original roof.

Thank you again for supporting the preservation of this historic building, and please do not hesitate to reach out to me or the RHC with any additional questions or concerns.

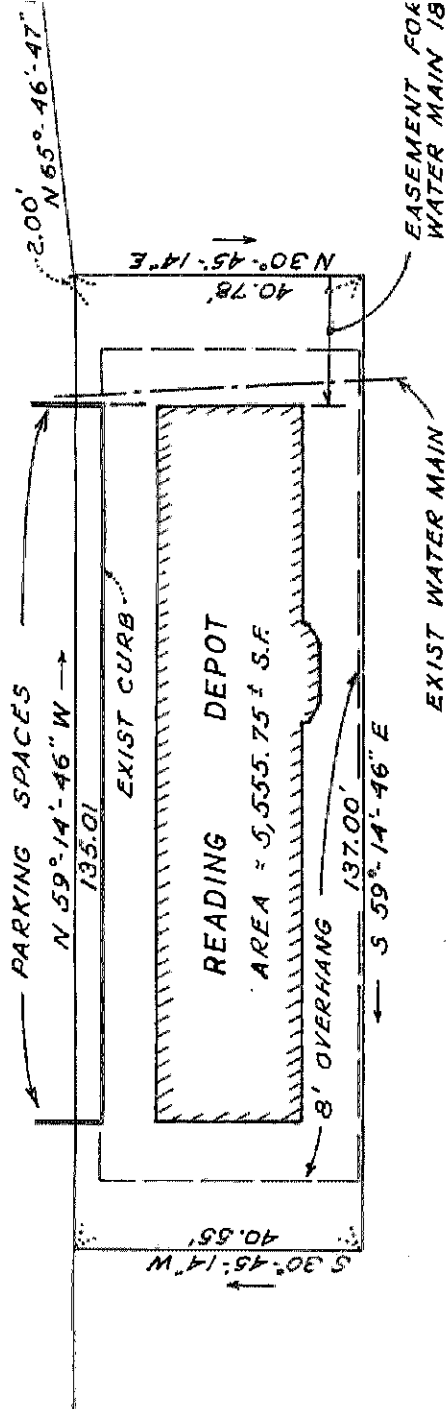
Sincerely,



Pino D'Orazio  
Chair, Reading Historical Commission

CC: Reading Historical Commission

# LINCOLN STREET



Approval of this Plan under the  
Subdivision Control Law by the  
Board of Survey of the Town of  
Reading is not required.

Date: April 21, 1985

Superintendent

File 13 By R

Middlesex Registry of Deeds

Southern District

Cambridge Massachusetts

Plan No 521 of 1985

Rec'd 5/7/85

at 8:37 AM Doc No ALONE

Rec'd Bk 16147 Pg END

30.60  
RE  
607  
TR  
08/13/85 02:44

8K189568060  
DEED

V. 105

The Town of Reading, Massachusetts, also known as the Inhabitants of the Town of Reading, of 16 Lowell Street, Reading, Middlesex County, Massachusetts, a municipal corporation established under the laws of the Commonwealth of Massachusetts ("Grantor"), for consideration paid and in full consideration of One Hundred Twenty-Five Thousand (\$125,000.00) Dollars the receipt of which is hereby acknowledged, does hereby grant to James M. Joly, David E. Hurley and Richard J. Simeone, as Trustees of Stationhouse Realty Trust, under Declaration of Trust dated February 25, 1985, recorded in Middlesex South District Registry of Deeds herewith of *348 MAIN STREET, Reading, MA. 01867* ("Grantee"), with Quitclaim Covenants the land with the buildings and improvements thereon situated on the northerly side of Lincoln Street, Reading, Middlesex County, Massachusetts bounded and described as follows:

Beginning at a point, said point being on the Northeasterly sideline of Lincoln Street;

Thence NORTH 59° 14' 46" WEST, One hundred thirty-five and 01/100 (135.01) feet along the Northeasterly sideline of Lincoln Street, to a point;

Thence NORTH 65° 46' 47" WEST, a distance of Two (2.00) feet along the Northeasterly sideline of Lincoln Street, to a point;

Thence NORTH 30° 45' 14" EAST, a distance of Forty and 78/100 (40.78) feet to a point;

Thence SOUTH 59° 14' 46" EAST, a distance of One hundred thirty-seven (137.00) feet to a point;

Thence SOUTH 30° 45' 14" WEST, a distance of Forty and 55/100 (40.55) feet, to a point, said point being the point of beginning.

Said parcel of land containing Five thousand five hundred fifty-five and 75/100 (5,555.75) square feet, more or less.

Being the land shown on the plan recorded in said Deeds as Plan 521 of 1985 and entitled: "Plan Of Land In Reading, Mass. Scale 1 IN 20 FT April 21, 1985. Said land is also shown as Lot B on Plan 520 of 1985. Said land being a portion of the premises described in the November 8, 1960 deed from the Boston and Maine Railroad to the Town of Reading recorded at the Middlesex South District Registry of Deeds in Book 9713, Page 551 (the "1960 Boston and Maine Deed") (the "Premises").

There is specifically excluded from this conveyance any and all tracks, sidetracks, trackage materials, signals, pipes, poles, wires, cables, underground facilities and other appurtenances presently located on the Premises and which are necessary for the operation of the Boston and Maine Railroad or the Massachusetts Bay Transportation Authority as a railroad, as the same were reserved unto the Boston and Maine Railroad in the 1960 Boston and Maine Deed.

This conveyance is made subject to and with the benefit of the following easements, restrictions, covenants and reservations of rights:

(1) The rights reserved unto the Boston and Maine Railroad, its successors, assigns and patrons in the 1960 Boston and Maine Deed.

(2) By the acceptance of this deed and as part consideration therefor, the Grantees hereby covenant and agree on their behalf and on behalf of their successors and assigns that they will maintain in the location of the present depot building on the Premises for the use by the Boston and Maine Railroad, its successors, assigns and patrons, the following passenger stations,

facilities and services: a heated and lighted waiting room for use of passengers such as may reasonably be necessary, such office and toilet facilities as may be reasonably necessary for a Station Agent, and removal of all accumulations of ice and snow at all reasonable time from accumulation upon such platform areas and such access ways as may be necessary to reach the aforementioned waiting rooms or facilities; all to be without cost to the Boston and Maine Railroad, its successors and assigns. Provided, however, that the Grantees shall have the right to erect a waiting room facility and such other facilities on other proximate land of Grantor provided that all governmental assents to the relocation of such waiting room facility have been obtained from or by the Boston and Maine Railroad or its successors and assigns; and provided that the exterior design and size of said waiting room facility shall be subject to the prior written approval of the Board of Selectmen of the Town of Reading; and provided further that the actual location of any such new waiting room facility shall be as mutually agreed upon between the Grantor and Grantee, their successors and assigns; that such facility shall be erected solely at the cost of the Grantee; and that upon completion of said construction, the ownership and control of said new waiting room facility shall be conveyed to the Grantor and thereupon Grantor shall be responsible for the maintenance and continuation of that waiting room facility in accordance with the obligations contained in the 1960 Boston and Maine Deed.

(3) All other covenants set forth in the 1960 Boston and Maine Deed to the extent they refer to the Premises and to the extent they have not been otherwise released or waived by the Boston and Maine Railroad, its successors and assigns.

(4) The following historical and preservation restrictions imposed pursuant to the authority of General Laws Ch. 184, §§ 31 and 32 which restrictions shall be unlimited as to time and are imposed for the preservation of the depot building currently located upon the Premises conveyed hereby which building is historically significant. The Grantees by their acceptance of this deed and as part consideration therefor covenant and agree on their behalf and on behalf of their successors and assigns that: As to the exterior of the depot building on the Premises conveyed hereby: (a) the present roofline and eave overhang shall be preserved, allowing only for the installation of necessary roof venting; (b) the exterior wall pilasters and knee braces shall be retained; (c) the wooden clapboard siding shall be retained with all repairs being made in kind; (d) the present slate roof shall be kept in good repair and retained as long as possible; (e) the historic wooden eaves trim shall be reintroduced, if at all possible; (f) the present historic doors shall be repaired and retained and all other exterior doors shall be replaced with stylistically compatible doors and locks, however, the location of the exterior door and window on the southeasterly end of the building may be reversed; (g) present window sashes shall be repaired and retained; if windows must be replaced, the

arrangements of muntins and colored panes shall be replicated if possible, however, unobtrusive storm windows will be permitted; and (h) all changes in the exterior color scheme must be approved by the enforcing agency of these restrictions and only exterior signage that is compatible with the building's character shall be used.

As to the interior of said depot building: (a) no less than two hundred and forty (240) square feet of contiguous ceiling area of the original materials shall be preserved in the public area, however, lighting and ventilation fixtures may be installed in such area; (b) all reasonable efforts shall be made to maintain and utilize existing window and door trim; (c) the flooring shall be refinished and preserved to the extent possible; (d) the bay window area shall be maintained with original materials; (e) the original interior wall covering on the northwesterly wall of the depot building shall be maintained; and (f) a portion of the existing ticket booth shall be retained and utilized in the public areas of the building, however, it may be modified and relocated. The Board of Selectmen of the Town of Reading shall administer the provisions of these preservation restrictions and the Board of Selectmen or their designee may enter the building on the Premises at least once a year to inspect the Premises to determine compliance with these restrictions. A breach of these preservation restrictions shall not give rise to a reverter of title, however the Grantor may seek equitable relief and/or monetary damages to restore the Premises in the event of the breach

of any of these restrictions, and if the Town of Reading prevails the violator of the preservation restrictions shall pay court costs and all legal fees.

(5) The Grantor reserves unto itself the perpetual right and easement to construct, install, inspect, repair, renew, replace, operate and maintain sewers, drains and watermains with manholes, pipes, conduits and other appurtenances thereto and to do all acts incidental thereto in, through and under the eighteen (18') foot easement for water main shown on the April 21, 1985 plan recorded at said Deeds as Plan 521 of 1985.

All easements, restrictions, covenants and reservations of rights in this deed are covenants running with the land and are imposed for the benefit of the land and for the benefit of other land in and for the Inhabitants of the Town of Reading, Massachusetts.

There is appurtenant to the within conveyance the right in Grantee, its successors, assigns and invitees to use in common with others lawfully entitled thereto, for parking purposes, the currently existing public off-street parking facilities located on certain portions of the land described in the 1960 Boston and Maine Deed, excluding the area of the Premises conveyed to Grantee, so long as such remains a public off-street parking facility. Said parking facility is located on Lot A shown on Plan 520 of 1985 recorded at said Deeds.

There has been full and strict compliance with the provisions of General Laws Ch. 44, §63A. This conveyance is authorized by the vote of the Reading Adjourned Subsequent Town Meeting on



December 1, 1983 by vote under Article Twenty-six of the Warrant therefor.

IN WITNESS WHEREOF, the said Town of Reading, has caused its corporate seal to be hereto affixed and these presents to be signed, acknowledged and delivered and the covenants, restrictions, reservations of rights and easements set forth therein to be imposed thereby in its name and on its behalf by the undersigned being all the members of the Board of Selectmen of the Town of Reading, thereto duly authorized, without personal liability for any of the members thereof, in any event, this 29th day of July, 1985.

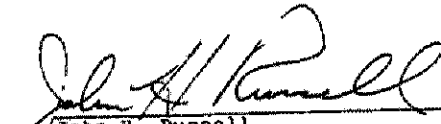
TOWN OF READING, MASSACHUSETTS

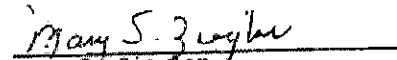
By: its Board of Selectmen

  
Paul C. Dustin, Chairman

  
Paul E. Landers

  
Eugene R. Nigro

  
John H. Russell

  
Mary S. Ziegler

Preservation restrictions approved under General Laws Ch. 184

§32.

MASSACHUSETTS HISTORICAL COMMISSION

By: Valerie Talmage

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss

August 12  
July, 1985

Then personally appeared the above-named Valerie Talmage,  
Executive Director of the Massachusetts Historical Commission  
and acknowledged the foregoing instrument to be said Commission's  
free act and deed, before me

Elsa M. Fitzgerald  
Notary Public  
My Commission Expires:  
November 3, 1989



## B-25-439

### Building Permit

Status: Active

Submitted On: 6/25/2025

### Primary Location

32 LINCOLN STREET  
Reading, MA 01867

### Owner

DAMICO JAMES V JR TRUSTEE;  
RAILROAD REALTY TRUST  
BROADWAY 473 CHELSEA, MA 02150

### Applicant

 Peter Conti  
 +1 617-389-3839  
 peter@everettaluminum.com  
 10 Everett Ave  
Everett, MA 02149

## Additional Applicant Info

Applicant Type\*

DBA\*

Contractor

Everett Aluminum

## Permit Info

Permit For\*

Re-roofing

A complete permit application will either be issued or denied within 30 days of the application date in accordance with building code requirements.

Shingles used must be rated to withstand 110 mph or greater winds. Please note # of roofing/siding squares in the Description of Work.

Project Cost (please enter a whole number, no comma or decimals)\*

28000

Work Description - Please provide a detailed description of the work being done.\*

strip and reroof - 45 squares

DEED RESTRICTION - RHC Approval required/Select Board approval

Installing HVAC unit

☐

Installing ductless mini-split/heat pump

☐

Is the work structural or non-structural?\*

Non-structural

Occupancy Type\*

Commercial

Building Type\*

Commercial

Water Type

Public

Sewage Disposal System

On Site Disposal

Owner Name\*

Jim DAmico

Owner Email\*

jdamicosr@c21.com

Development Title

Name of Business operating at location:

Temporary Dumpster/Temporary Toilet

Temporary Dumpster On-site?\*

—

Temporary Toilet On-site?\*

—

Estimated Construction Costs

Item\*

Building

Estimated Costs\*

28000

Contractors

Name

PETER R CONTI

Address

5 O'Neil Way

City

Saugus

State

MA

**Zip**

01906

**Email**

**Phone No**

**License Type**

Construction Supervisor

**License No**

CS-057117

**License Status**

Active

**License Expiration**

12/19/2025

**Bond Amount**

—

**Bond**

**Bond Policy No**

**Bond Expiration**

—

**Insurance Expiration**

—

**Fax No**

**Mobile Phone No**

**Mailing State**

**Mailing Address**

**Mailing City**

**Mailing Zip**

## Acknowledgement Statements

By clicking on this check box, I hereby certify that I accept the submitted document and will note that the completion of the field above will act as my signature. I also hereby certify that I am the owner of the property which is the subject of this application or the authorized agent of the property owner and have been authorized to make this application. I understand that when a permit is issued it is a permit to proceed and grants no right to violate the State Building Code or any other code, ordinance, or statute regardless of what might be shown or omitted on the submitted plans and specifications. All information contained within is true and accurate to the best of my knowledge and belief. All permits approved are subject to inspections performed by a representative of this office. Requests for inspections must be made at least 24 hours in advance.

\*



I understand that I must schedule an inspection and must be present at the property for the inspection.\*



## **Section 1.4 – Communication**

### **1.4.3 – Social Media**

The Select Board recognizes the importance of social media in facilitating timely and accessible communication with residents and the public. In alignment with the Board's values of transparency, openness, and public participation, Board members who use personal social media accounts to discuss matters related to their official role hereby signify their intent not to silence dissent, criticism or opposing viewpoints related to Board matters. This includes decisions to block individuals or restrict access to posts related to Board business. To the extent a Board member believes that blocking a commentor or deleting a comment is necessary, the Board member is strongly encouraged to contact Town Counsel to ensure compliance with all applicable laws prior to taking any action.

### **1.4.4 – Cell Phone Use**

The Select Board shall maintain a professional and focused environment during meetings by limiting the use of cellular phones. Board members are expected to refrain from using cell phones for personal calls, texting, messaging, or engaging with non-meeting-related content, except in cases of emergencies or urgent matters requiring immediate attention. If a member must use their phone for such purposes, they should briefly excuse themselves from the meeting to minimize disruptions. All phones should be set to silent or vibrate mode to avoid interruptions, ensuring that the Board's attention remains on the agenda and public business at hand.

<b>October 21, 2025</b>			
	Pledge of Allegiance		7:00
	Overview of Meeting		
	Public Comment (for any items not included on the agenda)		7:05
	Town Manager Report		7:15
	Community Spotlight		
	Fiscal Year 26 Tax Classification Preview	<b>Santaniello</b>	
	Review and Vote on Finance Committee's Request to Receive a Free-Review of Town Financial Policies from Division of Local Services Financial Management Resource Bureau (FMRB)	<b>Finance Committee (Per their memo)</b>	
	Discuss Future of Pleasant Street Center		
	Discuss Valet Parking Issue		
	Select Board Liaison Reports		
	Future Agendas		
	Approve Meeting Minutes		
	Possible Executive Session: Facilities Union		
<b>November 4, 2025</b>			
	Pledge of Allegiance		7:00
	Overview of Meeting		
	Public Comment (for any items not included on the agenda)		7:05
	Town Manager Report		7:15
	Community Spotlight		
	Select Board Reorganization		
<b>Public Hearing</b>	Public Hearing: Discuss and Vote Fiscal Year 2026 Tax Classification	<b>Santaniello</b>	
	Review 2026 Meeting Schedule		
	Select Board Liaison Reports		
	Future Agendas		
	Approve Meeting Minutes		
<b>November 10, 2025</b>	<b>Town Meeting</b>		
<b>November 13, 2025</b>	<b>Town Meeting</b>		
<b>November 17, 2025</b>	<b>Town Meeting</b>		
<b>November 20, 2025</b>	<b>Town Meeting</b>		
<b>December 2, 2025</b>			
	Pledge of Allegiance		7:00
	Overview of Meeting		
	Public Comment (for any items not included on the agenda)		7:05
	Town Manager Report		7:15



	Community Spotlight		
	Approve Annual Licenses		
	Discuss Town Manager Evaluation		
	Select Board Liaison Reports		
	Future Agendas		
	Approve Meeting Minutes		
<b>December 3, 2025</b>	<b>Budget Presentations</b>		
	Department Budget Presentations Night One		7:00
			7:05
			7:15
<b>December 9, 2025</b>	<b>Budget Presentations</b>		
	Department Budget Presentations Night Two		7:00
			7:05
			7:15
<b>December 16, 2025</b>	<b>Possible Regular Business Meeting (If needed)</b>		

## Select Board

September 9, 2025

Town Hall – Select Board Meeting Room

Members Present: Chris Haley, Melissa Murphy, Karen Rose-Gillis, Carlo Bacci, Karen Gately Herrick (8:30 pm)

Others Present: Town Manager Matt Kraunelis, Assistant Town Manager Jayne Wellman, Fire Chief Rick Nelson, CFO Sharon Angstrom (remote), Town Clerk Laura Gemme, Taylor Gregory, Town Counsel Ivria Fried (remote), Simone Payment, Sean Tesoro, Chris Soria, Judy Coltman, Angela Binda, Jeff Lamson, Bob Beckman (remote), Laura Stella (remote), Kate Harrington (remote), Meg Alfoni (remote),

Charter Review Committee Members: Raymond Porter, Jeff Struble, Jonathan Barnes, Alan Foulds, Jesse Arnold (remote)

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

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

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

Angela Binda of Orchard Park Drive noted that at the last meeting, the Select Board designee of the Reading Ice Arena Authority misspoke when he called the payment to the town a donation and clarified that it is a rent payment in lieu of taxes.

### **Town Manager Report**

Town Manager Matt Kraunelis began by thanking the organizers, sponsors, and volunteers for another successful Fall Street Faire this past weekend. The MBTA is meeting with abutters to the proposed turnback track, with a public meeting for the public at large to attend on September 15<sup>th</sup>. In preparation for the upcoming Subsequent Town Meeting, the Bylaw Committee will be hosting two public forums on the proposed Snow Shoveling Bylaw: a virtual forum on September 16<sup>th</sup>, and a hybrid forum on September 24<sup>th</sup>. The Finance Committee has planned their Financial Forum for October 8<sup>th</sup>.

Mr. Kraunelis recapped a meeting that he and Chair Haley had with Austin Prep Headmaster, Dr. Hickey, earlier today. He noted that construction is underway, and the school is making efforts to address neighbors' concerns. He also noted that the recent parking restrictions implemented on Arcadia Avenue seem to be working.

Mr. Kraunelis also shared that Bertucci's on Walkers Brook Drive closed at the end of August and surrendered its liquor license. A new restaurant is in the works for that location.

Mr. Kraunelis concluded by remembering the victims of September 11, 2001, especially the first responders, as the anniversary approaches later this week.

### **Community Spotlight**

Town Manager Matt Kraunelis congratulated Fusilli's Cucina on celebrating its ten year anniversary. He also congratulated staff member Avantika Mehta, Human Resources Benefits Specialist, on her five year anniversary with the Town.

### **Update from Reading Food Pantry**

Reading Food Pantry (RFP) Executive Director, Simone Payment, and Board President, Sean Tesoro, presented the history of the organization and the services it provides. In 2024, the RFP served over 4,000 residents, and distributed more than 15,000 bags of food. Due to economic changes in the last few years, use of the pantry has increased substantially. The RFP has outgrown their current space, and faces several challenges including, space constraints, limited food storage capacity, lack of accessibility, and storage on different levels that create logistical and safety issues. The RFP respectfully requested partial use of the Pleasant Street Center (PSC) for future expansion of the RFP headquarters, when the Reading Center for Active Living is complete. Board members expressed interest in continuing the conversation of a rent agreement for the PSC in the future.

### **Discuss and Vote on 413 Main Street Early Opening**

Chair Chris Haley opened the Public Hearing and Karen Rose-Gillis read the Hearing Notice. The Select Board discussed McDonald's request for an early opening at 5 AM. The Board agreed that it would be acceptable to open the inside of the store only at 5:00 am, while the opening of the drive-thru should remain at 6:00 AM, consistent with the recommendations of the Police Department and Planning Division.

**Karen Rose-Gillis moved to close the Public Hearing regarding the early opening request for 413 Main Street. The motion was seconded by Carlo Bacci and approved by a vote of 4-0.**

**Karen Rose Gillis moved to approve a license to operate a retail business between the hours of midnight and 6:00 a.m. pursuant to Section 7.7 of the Reading General Bylaws and further pursuant to Section 3.8 of the Select Board Policies to McDonald's, 413 Main Street. This license is for approval to open for business not earlier than 5:00 a.m. indoors only, and 6:00 a.m. for the drive thru. In granting this license the board finds:**

- 1. In accordance with Section 7.7.4.1 of the General Bylaws that the operation of the establishment will not cause unreasonable disruption or disturbance to, or otherwise adversely affect, the customary character of any adjacent or nearby residential neighborhood; and**
- 2. In accordance with Section 7.7.4.2 of the General Bylaws that the operation of the establishment is reasonably necessary to serve the public health, safety and welfare, serves a public need and provides a public convenience which outweighs any increase in the impacts on the adjacent or nearby residential.**

**The motion was seconded by Melissa Murphy and approved by a vote of 4-0.**

#### **Discuss and Vote to Approve Meeting Minutes: August 26, 2025**

**Karen Rose-Gillis moved to approve the meeting minutes of August 26, 2025, as presented. The motion was seconded by Carlo Bacci and approved by a vote of 4-0.**

#### **Discuss Potential Override/Budget Review - Vote on Fire Department Permit Fees**

Fire Chief Rick Nelson reviewed his presentation from the last meeting with proposed increases to the Fire Department fee schedule. The Board briefly discussed and agreed with the changes.

**Karen Rose-Gillis moved that the Board adopt the updated Fire Department Permit Fee Schedule as presented. The motion was seconded by Melissa Murphy and approved by a vote of 4-0.**

### **Select Board Liaison Reports**

Karen Rose-Gillis shared her community engagements including attending the Eastern Gateway meeting where forum results were reviewed, attending the Permanent Building Committee meeting, meeting Town Meeting Member Ron Powell at his office hours, attending the Fall Street Faire, attending the Council on Aging meeting, and attending the Town Forest Committee meeting.

Melissa Murphy shared that the RCTV working negotiation group has a draft contract that is being reviewed by Town Counsel and RCTV Counsel. The School Committee did not approve the Mulberry Forest Montessori School. The Field House Project has been completed. The Conservation Commission discussed the shutdown of the Mattera Cabin and what is needed to get squared away with the Building Inspector. The Killam School and ReCAL projects both went before the Community Planning and Development Commission (CPDC) at recent meetings. Killam was approved, while CPDC is asking for clarification on parking for ReCAL.

Carlo Bacci noted that the CPA Study Committee hosted a tent at the Fall Street Faire to get community feedback on recommended percentages. The CPDC approved the Century 21 Boardwalk project on Main Street, and continued the hearing on the proposed Primrose School, as a lot of neighbors came out to voice concerns with parking and safety. He also shared that the City of Salem is abandoning their parking kiosk program in favor of a parking app only, as the city was unhappy with their vendor.

Chris Haley shared details from his visit to Austin Prep with the Town Manager and School Headmaster, Dr. Hickey, to look over the school and their parking project. The dedicated parking for the school at the Depot is no longer needed. The Killam School building project will save \$500,000 by opting for a smaller generator, as the ReCAL will function as the emergency shelter. He met with CPDC Chair Heather Clish regarding the Master Plan Committee and noted that the CPDC hopes to have some follow up in October. He shared that the Angeloni family on Libby Avenue was displaced by a house fire, and a resident has established a GoFundMe to help the family.

### **Public Information Session 1: Review Charter Changes in Preparation for Town Meeting**

As Charter Review Committee Chair, Chris Haley called the Charter Review Committee to order.

Roll call: Jeff Struble, Jonathan Barnes, Ray Porter, Alan Foulds, Jesse Arnold (remote), and Chris Haley.

Town Counsel Ivria Fried reviewed the “Translation Guide” she prepared that outlines the revisions to the Charter, which ones could be adopted through a ballot vote, and which ones necessitate a Special Act.

The Charter Review Committee (CRC) members reviewed the proposed changes to the various sections of the Town Charter, particularly regarding reappointment of Finance Committee and Bylaw Committee members when the Chair is seeking reappointment, voter registration thresholds for referendum petitions, and removal processes for board and committee members.

Karen Gately Herrick arrived at 8:30 pm.

Town Counsel Ivria Fried noted that in Section 5.5.2 the term “last known legal address” is inconsistent with “last known address” in other sections and recommended striking the word “legal” in this instance, as it can be unclear what “legal address” means. As the Charter Review Committee agenda did not include “Vote”, the CRC will include it on their agenda for next week’s meeting.

Karen Gately Herrick expressed concern with the inclusion of termination pay for the Town Manager. Mr. Haley stated that the CRC did discuss the section but did not recall the details. Town Clerk Laura Gemme was tasked with reviewing the minutes from the previous meetings, and the matter would be discussed at the next meeting.

The review of the Charter will continue at next week’s Select Board meeting, with the Charter Review Committee being posted to attend and vote on any other recommended changes discussed.

### **Preview Subsequent Town Meeting Warrant**

Town Manager Matt Kraunelis previewed the Subsequent Town Meeting Warrant, which the Board will vote to close at their next meeting.

Article 1 – Reports: The only anticipated report right now is from the Ad Hoc Community Preservation Act Study Committee.

Article 2 – Instructional Motions.

Article 3 – Changes to the Capital Improvement Program.

Article 4 – Changes to the Fiscal Year 2026 Budget.

Article 5 – Transfer Funds for Capital Projects: There is approximately \$200,000 from previous capital projects that will be reallocated to the upcoming Killam School and Reading Center for Active Living (ReCAL) projects.

Article 6 – Prior Years' Bills: There are no prior years' bills at this time. If no bills come in before Town Meeting, this article will be tabled.

Article 7 – Adopt MGL for Municipal Veterans Assistance Fund: This request comes from the Veterans Agent, which will allow people to add an optional amount to tax bills to be directed to a dedicated Veterans Assistance Fund.

Article 8 – Charter Amendments Part 1: Amendments to be adopted by voters.

Article 9 – Charter Amendments Part 2: Amendments to be adopted by Special Act.

Article 10 – Funding request from the Town Forest Committee.

Article 11 – Snow Shoveling Bylaw. This article proposes a snow shoveling bylaw in the Downtown Smart Growth Overlay District, which may be an issue of conflict for some members who have a business or home in the area. Town Counsel Ivria Fried asked those members to contact her so that she could issue a written determination on whether they could engage in discussions and vote on the matter.

### **Future Agendas**

The board reviewed the agenda for the next meeting, including a lease amendment for the Burbank Ice Arena and appointing a designee to engage in those negotiations, RCTV license extension, discussion on disability commission, authorization for opioid settlements, and liquor license hearings. Other future agenda items include the vote on FY26 tax rates, and a reorganization at the November 4<sup>th</sup> meeting.

**Carlo Bacci moved to adjourn at 10:01 pm. The motion was seconded by Melissa Murphy and approved by a vote of 5-0.**

## Select Board

September 16th, 2025, 7:00 pm

Town Hall Select Board Meeting Room

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

Members Not Present: Melissa Murphy

Others Present: Town Manager Matt Kraunelis, Assistant Town Manager Jayne Wellman, Town Clerk Laura Gemme, DPW Director Christopher Cole, Lieutenant Christopher Jones, Christine DeRosa, Phil Rushworth, Kathi Crook, Nancy Docktor, Angela Binda, Joseph White, Tony D'Arezzo, Rita Robertson, Ron Powell, CFO Sharon Angstrom (Remote), Computer Technician Tim Johnson (Remote), Assistant DPW Director Michael Kessman (Remote), Town Counsel Ivria Fried (Remote), RCTV Studios (Remote), Zemin Wu (Remote), Linda Snow Dockser (Remote), Meg Alfini (Remote), Sarah Brukilacchio (Remote), Sarah McLaughlin (Remote), Mark Sousa (Remote), Guest (Remote), Jonathan Barnes (Remote), Russell Chin (Remote), Jeff Struble (Remote), LSD iPhone (Remote), Jesse Arnold (Remote), Eileen Manning (Remote), Karen Janowski (Remote)

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

Chair Chris Haley called the meeting to order at 7:00 pm and provided an overview of the evening's agenda.

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

Angela Binda of Orchard Park Drive shared her thoughts that the Reading Center for Active Living (ReCAL) has sufficient parking and the Pickleball project lacks a parking plan. She noted her support in choosing Karen Rose-Gillis or Karen Gately Herrick as the Select Board liaison to engage in negotiations for the Lease Amendments involving ReCAL and Pickleball on behalf of the Board.

Joseph White of Prescott Street offered his support for RCTV and encouraged the Board to renew the contract.

Nancy Docktor of Pearl Street suggested that the Select Board's liaison for the Lease Amendments involving ReCAL and Pickleball should take on the same duties as the Board's RCTV liaison to maintain consistency.

### **Town Manager Report**

Town Manager Matt Kraunelis highlighted the Reading Coalition's "A Time to Gather" event scheduled for September 17<sup>th</sup> outside of Town Hall. He stated that the event is to honor those lost to substance misuse and there will be music, a candlelight vigil, and a poetry contest. He noted that the MBTA held two public meetings involving both direct abutters and the public to discuss the turnback track proposal. He also noted that he has reached out to MBTA officials to confirm if they



still plan to come before the Board prior to filing their notice of intent. Mr. Kraunelis noted that the Bylaw Committee will be hosting two public forums on the proposed Snow Shoveling Bylaw, the virtual forum took place at the same time at this meeting and the hybrid forum is scheduled to be on September 24<sup>th</sup>. The Finance Committee has planned a Financial Forum for October 8<sup>th</sup>.

Mr. Kraunelis attended the swearing in ceremony for new Police Officer Zachary Castiglione, a graduate of Reading Memorial High School. He welcomed Officer Castiglione to Reading. He concluded by noting that it was Town Clerk Laura Gemme's birthday and wished her a happy birthday.

### **Community Spotlight**

Town Manager Matt Kraunelis thanked Reading volunteer Randolph Kazazian, better known as "Biff the Lamp Man", for his hard work through donated lamp repair services to the Senior Community in Reading.

### **Discuss Potential Override/Budget Review – Valet Parking Fees**

The Board discussed a valet parking program for restaurants. Chris Haley explained that Jason Carron, Owner of Post 1917, expressed interest in providing this service at his restaurant. Lieutenant Christopher Jones of the Reading Police Department attended the meeting and noted that, as outlined in their memo, the Police Department is opposed to implementing valet parking. The Police Department and Board members shared concerns regarding enforcement, and what this would entail by opening it up to all businesses in Reading. Board members expressed that they do not think this is a high priority issue and discussed the possibility of exploring a weekend-night only valet parking agreement.

During public comment on this matter, Tony D'Arezzo of John Street stated that by looking at the site plan for Post 1917, he saw 25 parking spaces as part of the development and suggested use of those for the valet parking. Lieutenant Jones responded to Mr. D'Arezzo and informed the Board that the site has 70 parking spaces, but they are dedicated to residents living at the Post and the restaurant does not have onsite parking.

Nancy Docktor of Pearl Street expressed her concerns about the Select Board potentially acting on this matter when the Police Department is opposed and cautioned against the idea.

The discussion concluded with the Board asking Mr. Kraunelis to provide Mr. Carron with feedback from this discussion and concerns from the Police Department to see how he wishes to proceed.

### **Update and Discussion on Trash & Recycling Contract**

Assistant Town Manager Jayne Wellman and DPW Director Chris Cole presented the Board with the Town's recommendation of choosing Waste Management for the upcoming trash and recycling contract. She explained that this recommendation came from a lengthy, detail-oriented procurement process and Waste Management was their choice for quality and turned out to be the lowest price of all five bidders. She also thanked Assistant DPW Director Mike Kessman, Director of

Operations Katie Gabriello and her Executive Assistant Joshua Delaune for their hard work in this process. Notable changes in this new contract are a 25% cost increase to the Town annually, recycling collection being bi-weekly, and bulk collection with a fee to the residents. The Board raised concerns with the bulk collection's associated fee of \$35 and needing more opportunities for rigid plastic recycling events. Karen Gately Herrick suggested the use of a sticker system for bulk collection as used in other communities and quarterly rigid plastic recycling events. Ms. Wellman and Mr. Cole noted the Boards' concerns and invited feedback. The discussion concluded with a more detailed presentation and a vote by the Board to take place at the next meeting.

#### **Discussion and Vote on Three-Month Extension of RCTV License Agreement**

Town Manager Matt Kraunelis provided an update on negotiations with RCTV stating that progress is being made but the negotiation team needs more time to finalize the agreement. He asked that the Board approve an extension for at least one month. Mr. Bacci expressed concern at the sudden inclusion of a clause for one day email response from the Executive Director of RCTV. The Board inquired as to the status of the Reading Post. RCTV Executive Director Phil Rushworth assured the Board that the relationship with the Reading Post was dissolved, and PEG funds are no longer supporting the Post. Chris Haley stated that cybersecurity is paramount to him. Chris Haley asked Mr. Rushworth to clarify if he forgot to turn off the live recording during the RMHS football game on Friday September 12th and Phil confirmed it was a mistake. The Board members debated whether the agenda and draft motion could differ from one another with the agenda stating extension of a three-month contract and the motion being anywhere from one to three months. Town Counsel Ivria Fried stated that she feels comfortable with the motion being anywhere from one to three months because it is still in the range of time provided to the public on the posted agenda.

Members of the RCTV Board of Directors including Kathi Crook and Ron Powell advocated for a three-month extension.

Nancy Docktor of Pearl Street and Sarah Brukilacchio of Maple Ridge Road also expressed their support for RCTV.

Angela Binda of Orchard Park Drive commented that she disagrees with Board members Chris Haley and Carlo Bacci on their interpretations and handling of posing questions.

**Karen Rose-Gillis moved pursuant to Section 6 of the Grant Agreement with Reading Community Television (RCTV) dated June 20, 2019, to extend the Grant Agreement for an additional two months until November 30th, 2025, on the same terms and conditions. This motion was seconded by Chris Haley, but he rescinded his second. The motion did not pass.**

**Karen Rose Gillis moved pursuant to Section 6 of the Grant Agreement with Reading Community Television (RCTV) dated June 20, 2019, to extend the Grant Agreement for an additional three months until December 31, 2025, on the same terms and conditions. The motion was seconded by Karen Gately Herrick and approved by a vote of 3-1, with Carlo Bacci opposed.**

**Discuss and Vote on New Annual All-Alcohol Restaurant Liquor License for Champions Indoor Golf V Inc. d/b/a Champions Indoor Golf**

Representatives from Champions Indoor Golf including Attorney Matthew Porter, Andrew Gildea, and Aaron Croce attended to discuss their application for a new alcohol liquor license. They noted that due to Reading's licensing requirements, they will have a fully functioning kitchen for a simple menu. Attorney Porter noted that upon approval, they plan to open in December.

Karen Rose-Gillis read the Public Hearing Notice.

The Board emphasized the importance of ensuring they will not be serving minors.

**Karen Rose-Gillis moved to close the hearing regarding the new Annual All-Alcohol Restaurant Liquor License for Champions Indoor Golf. The motion was seconded by Karen Gately Herrick and approved by a vote of 4-0.**

**Karen Rose Gillis moved to approve the Annual All Alcohol Restaurant Liquor License for Champions Indoor Golf V Inc. d/b/a Champions Indoor Golf, located at 1 General Way. The motion was seconded by Karen Gately Herick and approved by a vote of 4-0.**

The Board took a brief recess and resumed at 9:00 pm

**Discuss and Vote on Transfer of Annual All-Alcohol Restaurant Liquor License for Yutao Inc. d/b/a Oye's Restaurant & Bar**

Karen Rose-Gillis read the Public Hearing Notice.

The Board heard from the applicants for the transfer of license, represented by Attorney Russell Chin and Zemin Wu. Attorney Chin discussed the transfer of the all-alcohol license and highlighted Mr. Wu's 11 years of experience in the restaurant business. He also informed the Board of their application for an entertainment license to have three televisions in the restaurant. Chris Haley emphasized the Select Board's commitment to ensuring they will not serve minors.

**Karen Rose-Gillis moved to close the hearing regarding the Transfer of the Annual All-Alcohol Liquor License for Yutao Inc. d/b/a Oye's Restaurant & Bar. The motion was seconded by Karen Gately Herrick and approved by a vote of 4-0.**

**Karen Rose-Gillis moved to approve the Annual All Alcohol Restaurant Liquor License for Yutao Inc. d/b/a Oye's Restaurant & Bar, located at 26 Walkers Brook Drive. The motion was seconded by Karen Gately Herrick and approved by a vote of 4-0.**

**Public Information Session 2: Review Charter Changes in Preparation for Town Meeting**

As Chair of the Charter Review Committee (CRC), Chris Haley began discussion on Charter Review changes. Members of the Charter Review Committee Jesse Arnold, Jeff Struble, and Jonathan Barnes attended via Zoom, but there was not a quorum of CRC.

Town Counsel Ivria Fried stated that the Select Board can vote that night to make the changes discussed at the previous meeting in Section 5.5.2 to strike the word “legal” from “last legal known address” and Section 5.1 provisions around Town Manager termination pay. Mr. Haley stated that Town Clerk Laura Gemme, in reviewing meeting minutes, provided clarification that the CRC agreed to strike the termination pay clause in Section 5.1.

The CRC will need to meet to vote and make a recommendation on the suggestion of the Select Board’s vote tonight before November Town Meeting. Chris Haley and the present CRC members stated they were comfortable with this voting process. Mr. Haley briefly reviewed the “Translation Guide” provided by Town Counsel Ivria Fried. This was discussed in great depth at the last Select Board meeting.

**Karen Gately Herrick moved to amend Section 5.1 and Section 5.5.2 of the Charter as discussed. The motion was seconded by Karen Rose-Gillis and approved by a vote of 4-0.**

The discussion concluded with the Charter Review Committee planning to set a date to hold their next meeting before November Town Meeting.

#### **Potential Invocation of the Rule of Necessity**

Town Counsel Ivria Fried provided information regarding the Rule of Necessity. She explained that three of the present Select Board members had financial interest in the proposed Snow Shoveling Bylaw article on the Town Meeting warrant due to property located within the affected district. She further noted that under Section 19 of the State Ethics Law, these three members cannot participate in any matters involving that article, so a quorum cannot be reached. The Select Board has a legal duty to act and is the only body who can close the Town Meeting Warrant, so without a quorum due to conflicts, the non-conflicted Board member is permitted to invoke the Rule of Necessity.

Karen Gately Herrick, as the only non-conflicted Board member, invoked the Rule of Necessity. Once invoked, the three conflicted Board members briefly described their conflicts. Chris Haley stated he owns a business on Haven Street, Carlo Bacci stated that he lives on Main Street, and Karen Rose-Gillis stated she lives on Linden Street.

Karen Gately Herrick asserted the Rule of Necessity. Mr. Haley, Ms. Rose-Gillis, and Mr. Bacci left the Select Board table to allow for public comment to occur for the Snow Shoveling Bylaw article. Chair of the Bylaw Committee Jesse Arnold spoke briefly on the background of the proposed article and encouraged the Public to attend the Bylaw Committee’s Public Forum on September 24<sup>th</sup>.

Chris Haley, speaking for himself as a resident, asked how the proposed area of the article was determined and does not include other Town areas.

Mr. Haley, Ms. Rose-Gillis, and Mr. Bacci returned to the Select Board table to conduct general business.

### **Vote to Close Warrant: Subsequent Town Meeting**

**Karen Rose-Gillis moved to close the Subsequent Town Meeting Warrant consisting of 11 Articles to take place on November 10, 2025. The motion was seconded by Karen Gately Herrick and approved by a vote of 4-0.**

### **Discussion and Vote to authorize the Town to participate in the settlement of National Opioid Litigations**

Town Manager Matt Kraunelis provided a memo and participation forms regarding the National Opioid Settlement. Mr. Kraunelis asked for the Board to authorize the Town to participate in the two national opioid settlements. He further noted that The Town would stand to receive an estimated \$82,000 over the next 15 years from the Purdue and the Sacklers Settlement and an additional \$16,000 over the next 10 years from the secondary opioid manufacturers.

**Karen Rose-Gillis moved to authorize the Town Manager to execute all release and participation forms necessary for the Town to participate in the settlement of national opioid litigations with (1) Purdue and the Sacklers and (2) the secondary opioid manufacturers Alvogen, Amneal, Apotex, Hikma, Indivior, Mylan, Sun, and Zydus. The motion was seconded by Chris Haley and approved by a vote of 4-0.**

### **Discuss a Lease Amendment and a Memorandum of Understanding regarding Parking for the Reading Center for Active Living (ReCAL) with the Reading Ice Arena Authority and Authorize a Select Board Member to Engage in Negotiations on behalf of the Board**

Town Manager Matt Kraunelis and Assistant Town Manager Jayne Wellman discussed that to get a waiver from the Community Planning and Development Commission (CPDC) for five parking spots for ReCAL, the CPDC is seeking a shared parking agreement between the Town and the Burbank Ice Arena Authority. Mr. Kraunelis and Ms. Wellman expressed awareness that the Select Board would like to have a liaison involved in negotiations of the lease amendment and shared parking agreement. Carlo Bacci and Karen Rose-Gillis stated that they would like to be the liaison. Karen Gately Herrick emphasized her thought that this liaison needs to not only focus on the parking agreement in these negotiations, but also on the rent payments and a capital plan.

Chris Haley asked Mr. Kraunelis to check with Town Counsel Ivria Fried on if the Select Board did not come to a consensus at this meeting on voting for a liaison, if he could engage in negotiations with Town staff. Karen Gately Herrick expressed concern about this, but Mr. Haley reassured the Board that no vote would take place without full Board approval.

Karen Janowski of Azalea Circle highlighted Michael and Judy Coltman for being instrumental in getting this project to fruition and encouraged the Board to honor Michael, who has since passed, in moving this forward. She also expressed her support for Carlo Bacci to be chosen for liaison.

**Karen Gately Herrick moved to appoint Karen Rose-Gillis as the designee for engaging in negotiations. The motion was seconded by Carlo Bacci and did not pass by a vote of 2-2.**

**Chris Haley moved to appoint Carlo Bacci to serve in the lease amendment discussion for Burbank Ice Arena. The motion was seconded by Karen Gately Herrick and did not pass by a vote of 2-2.**

#### **Brief Update on Status of Montessori Mulberry School**

Chris Haley explained that this agenda item was brought to the attention of Town Manager Matt Kraunelis after he discovered that the proposed Mulberry Forest Montessori School had information on their website advertising a location at Mattera Cabin when this information was not confirmed and with no agreement in place with the Town. He also noted that as of 5:30 pm this evening, the information had been removed from the Mulberry School website, so the issue was resolved.

Karen Gately Herrick expressed concern about using this approach to address issues with small businesses, leading to a debate regarding how to appropriately address this concern.

Town Manager Matt Kraunelis noted that when he saw the representative from the Mulberry School Mary Jirmanus at Town Hall, he asked if she was going to update their website and Ms. Jirmanus said she intended to. Mr. Kraunelis also noted that from their conversation he was informed that the Mulberry School has a lease at a new location in Reading with the Girl Scout Camp Rice Moody.

#### **Future Agendas**

The Board reviewed the agenda for the next meeting, including a proclamation for Italian Heritage Month, a discussion on establishing a Commission on Disabilities, and a social media policy discussion and vote. Other future agenda items include a vote on FY26 tax rates and a reorganization at the November 4<sup>th</sup> meeting.

#### **Discuss and Vote to Approve Meeting Minutes: September 9, 2025**

Karen Gately Herrick requested that the minutes of September 9<sup>th</sup>, 2025, include that Mr. Haley asked that she be called to the Select Board meeting from the MBTA Abutters meeting that was happening simultaneously. Members did not reach a consensus on an amendment.

**Karen Rose-Gillis moved to delay approving the meeting minutes of September 9<sup>th</sup>, 2025, until the next meeting. The motion was seconded by Karen Gately Herrick and did not pass by a vote of 2-2.**

**Karen Rose-Gillis moved to approve the meeting minutes of September 9<sup>th</sup>, 2025, once amended. The motion was seconded by Carlo Bacci and did not pass by a vote of 2-2.**

Review and approval of the September 9<sup>th</sup>, 2025 meeting minutes therefore were deferred to the next meeting.

**Carlo Bacci moved to adjourn at 10:49 pm. The motion was seconded by Karen Gately Herrick and approved by a vote of 4-0.**