



Town of Reading Meeting Minutes

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READING, MA.
2023 OCT 11 AM 9:33

Board - Committee - Commission - Council:

Board of Library Trustees

Date: 2023-09-11

Time: 7:00 PM

Building: Reading Public Library

Location: Community Room

Address: 64 Middlesex Avenue

Session: Open Session

Purpose: General Meeting

Version: Final

Attendees: **Members - Present:**

Patrick Egan, Chair; Monette Verrier, Vice-Chair; Andrew Grimes, Secretary;
Monique Pillow-Gnanaratnam (remote participation); Cappy Popp

Members - Not Present:

Cherrie Dubois

Others Present:

Amy Lannon, Director; Michelle Filleul, Assistant Director;
Meaghan Clemente, Administrative Assistant; Andrea Fiorillo, Head of
Research and Reader Services; Joseph McDonagh, Financial Committee
Liaison to Reading Public Library; Fidel Maltez, Town Manager;
Genady Pilyavsky, Library Landscape Committee Chair; Judy Holden,
Reading Lions Club Director; Maureen McIsaac, Reading Lions Club Director;

Minutes Respectfully Submitted By: Andrew Grimes, Secretary

Topics of Discussion:

I. Call to Order at 7:01 p.m.

The Board held a brief moment of silence in memory of the lives impacted by the September 11, 2001 tragedy.

II. Public Comment

No public comments were made in person or remotely.

III. Reading Lions Request

Ms. Lannon reviewed the Board's authority to approve solicitation, tabling, collection, and posting activities for fundraising purposes. The Reading Lions Club will run its third annual seasonal Scarecrow Contest Fundraiser in October to benefit its supported charities. Previously, the organization has set up a table at Harrows Restaurant in Reading and is requesting to expand their tabling to the Reading Public Library this year. A \$20 donation to the Reading Lions Club provides participants with a basic scarecrow frame kit, which they can decorate. Photos of decorated scarecrows are shared online, with a few selected as winners. The Lions support the Library's braille storywalks and access to visual assistive technology.

Ms. Verrier asked if the Lions had specific dates or times in mind or if they were looking to be flexible due to weather and their outdoor tabling setup. Ms. Holden and Ms. McIsaac said they would be grateful for any opportunity. However, it would be good to pop up during nice weather or during family storytime events to maximize interest and involvement.

Ms. Verrier questioned what would work better for Library staff. Ms. Lannon suggested planning a few tentative dates around children's programming, weather permitting, due to the crowded indoor space of the Library lobby. Ms. Lannon noted that Children's programs typically last about an hour and that the Library is also busy after school. Ms. Filleul suggested that Saturday mornings around 10:00 a.m. may work well, as a weekly Jumping Beans: Family Storytime Drop-in program is regularly well-attended.

Ms. Holden and Ms. McIsaac clarified that they typically sell scarecrow kits during the first three weeks of October. Ms. Lannon agreed that October 7 and 14 would work for Library staff.

*Motion: To allow the Reading Lions Club to set up a table on October 7, 2023, and October 14, 2023, or other acceptable dates during October, to sell scarecrow kits.
(Popp / Grimes)*

Vote: Approved 5-0

Ms. Holden and Ms. McIsaac thanked the Board and excused themselves at 7:10 p.m.

IV. Summer Reading Report and Fall Programming Update

Ms. Andrea Fiorillo introduced herself as the Head of Research and Reader Services and provided an overview of summer reading and programming statistics. The Library offered nine STEAM-focused programs for Grades 1 through 5, with math being the most popular. There were eleven talent show participants who showcased their skills in areas such as gymnastics, piano, drums, and more. One hundred sixteen people enthusiastically attended Vehicle Day despite rainy weather. An all-ages Mini Golf program saw 125 participants, including many families. Eighty-one teens attended programs, including several events collaborating with Creative Arts. Teens also wrote 78 book reviews for the "Find Your Voice!" summer reading program. A special Summer Sizzlers evening program for adults kicked off the summer and featured a mocktail fundraiser by the Friends of the Reading Public Library.

This Fall, children's storytimes will be held every day except Sunday. Thursday evenings will feature adaptive storytimes, and on Fridays, programming will alternate between singalongs with Peter Sheridan, multilanguage storytimes, and special guest storytimes with community leaders. Middle schoolers will receive an introduction to the Library through the annual Sixth Grade Tours.

Staff are incorporating feedback from the summer reading survey into future program offerings. Popular birding programs with Dave Williams will continue. A basic budgeting financial literacy program will help serve a younger adult audience. The Library will also offer programs for veterans and active military members, Mental Health First Aid training, English at Large Conversation Circles, and a Memory Café.

Ms. Verrier requested more detail on military programming. Ms. Fiorillo mentioned Endicott College student Autumn Hendrickson, who will present on Reading's Contribution to World War II and author Adam Lazarus is speaking on his new book *"The Wingmen: The Unlikely, Unusual, Unbreakable Friendship Between John Glenn and Ted Williams,"* which features stories from both World War II and the Korean War.

Ms. Fiorillo highlighted other new events, such as Teen Meetups featuring Magic the Gathering card games and the North Shore Alliance for GLBTQ+ Youth (NAGLY). "Spark Spot" will provide open art studio opportunities for children. The Library's bookbike will continue outreach at the Commuter Rail station on Tuesday mornings and afternoons, weather permitting. Despite buses replacing trains on the Haverhill line, we received many positive community interactions during each visit.

Partnerships with English at Large, the Stoneham Senior Center, Reading Pleasant Street Center, North Shore Alliance for GLBTQ+ Youth (NAGLY), Reading Coalition for Prevention and Support, Town of Reading, and Reading Veterans Services help make Library programming successful.

"What's the Big Idea" is a new initiative selected by a staff committee to guide programs, services, and collections for the year. This year's theme is "Library as Space and Place," highlighting the Library as a natural and neutral "third space" for community conversations. Upcoming initiatives include meetup groups, puzzle swaps, the health nook, conversation circles, storytimes, kids' maker space, eclipse viewing, and more. On Saturday, September 30, patrons are invited to join a statewide celebration of the freedom to read by reading outside on the Library lawn.

Mr. Egan noted that storytime registrations filled up quickly at the end of August. Ms. Fiorillo explained the popularity of storytimes. Four to five storytimes per week are registration only limited to one per family. All registered storytimes are full, including the waitlists. Drop-in storytime programs will be featured on Fridays and Saturdays in the larger Community Room space to accommodate a larger group and a more spontaneous approach. Ms. Lannon explained that registered storytimes will take place in a smaller group setting in the Children's Program Room. Research has shown that it is more developmentally beneficial for children to be in smaller groups with their caregivers. Although attendance numbers can be higher at popular drop-in events, the Library strives to prioritize literacy needs in a peaceful environment.

Ms. Fiorillo thanked the Board and excused herself at 7:24 p.m.

V. Discussion and Vote: Minor operational updates and corrections to the Meeting Room Policy and Fees

Ms. Lannon reviewed minor changes to the Meeting Room Policy and fees, including eliminating the library card requirement for room reservations, specifying that the Board will have discretion on fundraising decisions, and clarifying wording regarding initial fees and the timing of registrations. An additional correction regarding technical assistance being requested five rather than seven days in advance was noted.

*Motion: To accept the changes to the Meeting Room Policy and Fees as presented.
(Grimes / Verrier)
Vote: Approved 5-0*

VI. Update Community DEI Assessment

Ms. Lannon noted that there have been several meetings with Opportunity Consulting, as well as an implementation kickoff meeting with internal Town employees. The consultant developed a survey and has encouraged sharing it amongst local networks to encourage broad participation. They will conduct one-to-one interviews and small focus groups to collect additional data. Opportunity Consulting is also analyzing data from the Symonds Way Exploratory Committee (SWEC) survey, the Reading Center for Active Living Committee (RECALC) survey, housing plans, and other Library and Town information. Former Director of Equity and Social Justice Dr. Sudeshna Chatterjee is working to move the project forward a few hours a week. Ms. Pillow-Gnanaratnam is the Board's liaison and has scheduled an interview on September 27.

VII. Library Landscape Committee

a. Activitas Proposal for exploratory concept and design

Ms. Lannon noted the presence of Town Manager Fidel Maltez and Library Landscape Committee Chair Genady Pilyavsky, who have been invaluable through the process of negotiating a proposal for the exploratory concept and design of the exterior Library landscape. Ms. Lannon referred to the third version of the Activitas proposal dated September 11, 2023. Ms. Lannon explained that the Library Landscape Committee has met to review the proposal in a detailed manner and voted to recommend the proposal to the Board, pending a few clarifications and changes that have since been made.

Ms. Lannon clarified for Mr. Egan that the Town Manager signs all contracts with funds from municipal accounts, although the Board will still pay the Activitas bills. Mr. Maltez explained that Activitas is a landscape architecture firm that the Town has worked with on various projects for over a decade. Activitas has worked on athletic turf fields throughout Reading and is currently working on phase one of the Birch Meadow project, which involves a parking lot, walkway, restroom structure, and other creative components beyond athletic fields. Mr. Maltez noted that Activitas is currently in Town, frequently working on other projects and that the Library will be able to capitalize on economies of scale and maximize the value of these visits by beginning this project concurrently. The Town has been pleased with Activitas's work on other projects.

Mr. Egan expressed concerns over ongoing maintenance costs. Ms. Lannon noted that these costs are estimated and taken into consideration. Fundraising recommendations will be presented, as well as optional phases that can be implemented at different times when sufficient funds are available. Mr. Maltez clarified that Activitas will deliver two design options.

Ms. Verrier acknowledged the importance of marketing collateral provided by Activitas and questioned the investigation of grants. Ms. Lannon explained that Activitas is experienced in working through the cash flow of municipalities and schools and may be aware of library funding opportunities. Mr. Maltez explained that if approved, work on the

proposal will begin in October and take place over a roughly three-month period. Mr. Maltez has personally worked with Activitas, including the four professionals listed in the contract, on other projects in Town. Mr. Popp clarified that full rights will be granted with the design outputs of the proposal, which can be implemented with vendors other than Acitivitas if deemed appropriate.

Ms. Verrier questioned neighborhood representation on the Library Landscape Committee. Ms. Lannon clarified that Mr. Jake Soucy is a direct abutter of the Library and that Dr. Pilyavsky also lives in the neighborhood. Mr. Maltez explained that he is involved in the working group for this project along with Community Development Director Andrew MacNichol, Economic Development Director Ben Cares, and Director of Facilities Joe Huggins. Depending on the project's scope, the Department of Public Works and Town Engineer will also help with issues surrounding drainage, water and sewer, and other matters.

Ms. Verrier clarified that the Board is being asked to approve an expenditure of \$20,350 for these phases. Ms. Lannon explained that the supplemental spending report initially requested \$20,000 and that the proposal is slightly over. Approval would grant the Town Manager permission to move forward with Activitas. Community Services Director Genevieve Fiorente and other leaders in Town have recommended working with Activitas. Mr. Maltez explained that architectural work is exempt from procurement rules requiring multiple bids. Mr. Maltez noted that the Town's existing professional relationship with Activitas and concurrent work on other ongoing projects would help expedite the timeline of the Library project, which may be difficult to achieve with other vendors.

Ms. Lannon confirmed that the Library will use gift funds for the contract. Ms. Verrier questioned the 1.15 travel reimbursement rate. Mr. Maltez acknowledged the boilerplate language of the proposal. He explained that travel expenses will be combined with other projects in Town to reduce costs, which have been significantly reduced from the original proposal overall.

Motion: To authorize the Town Manager to contract with Activitas in accordance with the terms of the proposal as presented.

(Grimes / Verrier)

Vote: Approved 5-0

Dr. Pilyavsky and Mr. Maltez thanked the Board and excused themselves at 7:47 p.m.

VIII. Tween Spot Update

Ms. Lannon noted that the Library received one response to the initial quote for custom fabrication and installation of millwork and shelving for the bookshelf and tree designs in the new Tween Spot. Due to an error, they have issued a second quote solicitation. Pricing may need to be adjusted to reflect insurance and other rising costs. However, projects over \$50,000 fall under a different procurement classification. The Library is ready to move forward with the mural and other parts of the project.

Ms. Lannon noted that the Library can proceed with the mural and purchase temporary furniture while existing plans are reexamined and modified. Insurance coverage and

safety are top priorities but often come at a higher cost. Mr. Popp acknowledged the difficulty of taking a job at a low cost and questioned the possibility of splitting the job into phases. Ms. Lannon will review requirements with the Procurement Officer but is cautious about deliberately splitting bids. The preferred candidate is eager to begin work, but proper procedures must be in place.

IX. Financial Report

Ms. Lannon thanked the Board for approving recent invoices and procurement card charges. Ms. Lannon noted recent donations received, including several in memory of Neil Miksis for purchasing carpentry and woodworking books to celebrate his livelihood. Town Accountant Sharon Angstrom will formally close FY23 on Friday, September 15. Finance Committee Liaison Joseph McDonagh reported that the final numbers look good.

X. Director's Report

Ms. Lannon provided snapshots of comparative usage statistics. Ms. Verrier questioned a lack of August locker use data in August. Ms. Lannon noted that the exterior pickup lockers were not in service in August 2022. Library usage has remained steady. Mr. Egan complimented the Fall schedule. Ms. Filleul reflected on recent talent show performances, and Ms. Lannon noted the positive developmental impact of presentations and performances for children. The "1,000 Books Before Kindergarten" program is still going strong. Due to limited wall space, a "Hall of Fame" scrapbook has been created to help celebrate all reading achievements.

The Level 3 electric vehicle charger is undergoing a few tweaks by the Reading Municipal Light Department (RMLD). The Library will work with RMLD to add artwork or a custom wrap to the utility box. A broken compressor in the HVAC unit has caused temperatures varying from 74 to 79 degrees Fahrenheit, primarily in the Reference work room. Library staff are working remotely or in other building areas as necessary until it is repaired.

Senior Library Associate Dawn Colford recently celebrated her 30th work anniversary at the Library. Former Library Pages Nemaya Wickramasinghe and Althea Culaba are headed to the University of Connecticut and Boston University, respectively. The first round of interviews for a new Public Services Division Head is expected to begin this week. Sunday and substitute scheduling have been filled in through January. However, the Library may need to hire another para or professional substitute for the Children's Room as one of the regular substitutes has taken on a full-time position at another library.

Ms. Lannon reported on diverse professional development activities recently completed by Library staff. She noted that several staff members will attend the New England Library Association (NELA) conference in Springfield, Massachusetts, in October. Mr. Grimes questioned the "10 Million Names Project" professional development activity. Ms. Filleul explained that it is connected to genealogy research of African-American family histories. Local History Librarian Jocelyn Gould completed the webinar and is actively researching black, indigenous, and people of color (BIPOC) history in Reading.

Mr. Egan questioned the status of an ongoing issue regarding missing books in the Teen Room. Ms. Lannon and Ms. Filleul reported that the situation is under control, and the behavior has dropped off since school resumed. Ms. Lannon noted that staffing has been adjusted accordingly and that the priority is providing access to resources for those who wish to use them.

XI. Approval of August 14, 2023 Meeting Minutes

*Motion: To approve the minutes of the August 14, 2023, Trustee Meeting.
(Pillow-Gnanaratnam / Popp)
Vote: Approved 5-0*

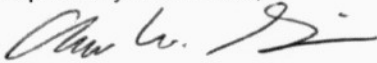
XII. Future Agenda Items

Mr. Egan mentioned that some residents expressed concern after the last meeting regarding allowing people outside of Reading to participate in Public Comment. However, public comment is for anybody and cannot be legally limited. The time and manner of public comment can be adjusted and prioritized at the discretion of the Chair. Due to the wide usage of the Library building and its resources, it is reasonable that others may make comments.

Ms. Lannon noted that Financial Forums will formally begin the FY25 budget process starting September 20. Ms. Lannon noted that Trustees are not required to attend and will make a report available.

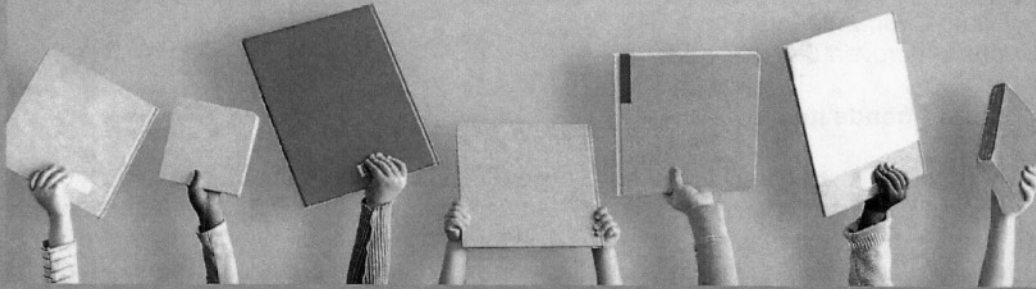
Adjournment 8:08 p.m.
*Motion: To Adjourn
(Grimes / Popp)
Vote: Approved 5-0*

Respectfully Submitted,



Andrew Grimes, Secretary

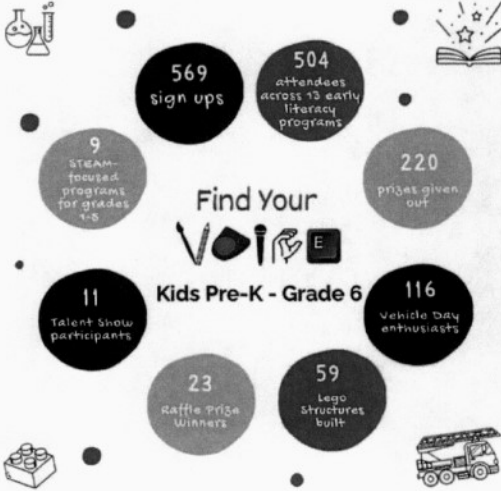
Public Services 2023 Fall Quarter Program



PUBLIC SERVICES

2023 FALL QUARTER PROGRAM

SUMMER STATISTICS



AT A GLANCE: SEPTEMBER THRU NOVEMBER 2023

CHILDRENS

93 PROGRAMS

STORYTIMES EVERY
WEEKDAY!

TEENS

7 PROGRAMS

6-GRADE TOURS

ADULTS

62 PROGRAMS

9 GENEALOGY 1:1

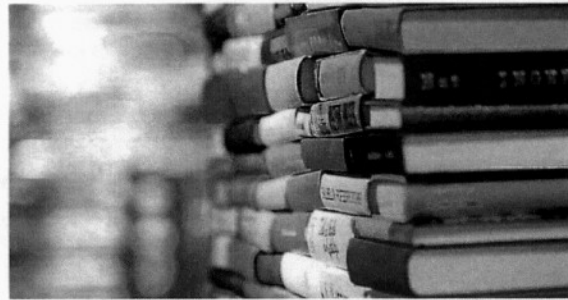
WHAT'S HAPPENING

Education

- Birds Back from The Brink: Massachusetts Success Stories with Dave Williams
- Reading's Contribution to WWII
- The Basics of Budgeting with Certified Financial Planners of Boston

Connection

- Dribble Drabble
- Read-In on the Library Lawn
- Special Guest Storytime featuring town employees
- The In BeTween Book Club
- Magic: The Gathering Teen Meetup
- Grandparents as Parents: An information session



Enjoyment

- Singalongs with Peter Sheridan
- Pride Storytime
- *The Wingmen*: The Unlikely, Unusual, Unbreakable Friendship Between John Glenn and Ted Williams
- Metalsmithing for Teens

Wellness

- Health Plan Options for People with Medicare
- Health Nook: Introduction series to resources
- Mental Health First Aid for: Adults, Older Adults, and Caregivers of Teens
- Nature Journaling for Gr. 3-5

NEW YEAR: NEW STUFF

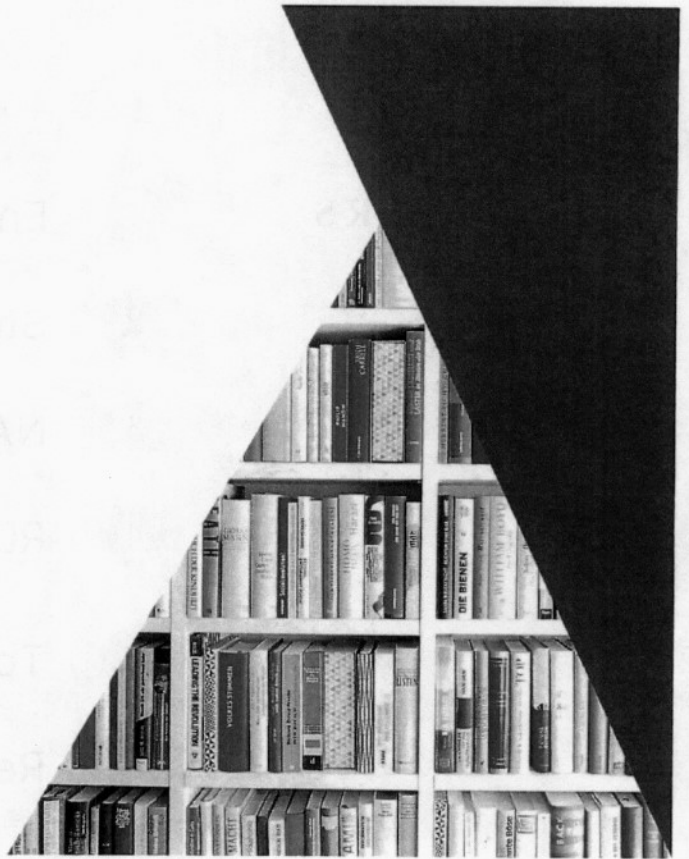
- 1 Mental Health First Aid
- 2 Memory Cafe
- 3 Teen Meetup: Magic, the Gathering
- 4 Teen Meetup: NAGLY
- 5 English Conversation Circles
- 6 Spark Spot: Open Art Studio for Kids
- 7 RPL On Wheels -- @ MBTA Commuter Rail

PARTNERS

- 1 English At Large
- 2 Stoneham Senior Center & PSC
- 3 NAGLY
- 4 RDG Coalition for Prevention & Support
- 5 Town of Reading (CR storytimes)
- 6 Reading Veterans Services

WHAT'S THE BIG IDEA?

RPL: Your Place is Here



New Library Initiative

September thru May

new theme selected each year
by small library committee

programs, services, collections
& general space

What's the Big Idea?



RPL: YOUR PLACE IS HERE

—
2023

FY24

Library as space & place

celebrate libraries natural
identity as a "third space"

community conversations

read-in celebration, meetup
groups, puzzle swaps, health
nook, conversation circles,
storytimes, kids' makerspace,
eclipse viewing and so much
more!

#WHATSTHEBIGIDEA

THE TOWN OF READING PRESENTS

READING VOICES MATTER!

**Join the Reading Community survey
to help make the town of Reading a
more equitable and inclusive space
for everyone!**

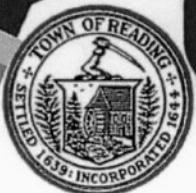


SCAN ME

**WE WANT TO
HEAR FROM YOU!**

**THANK YOU FOR
MAKING A
DIFFERENCE!**

You can also complete the survey [here](#)



**OPPORTUNITY
CONSULTING**

FEE PROPOSAL

11 September 2023

Mr. Fidel Maltez
Town Manager
Town of Reading
16 Lowell Street
Reading, MA 08167

**Re: Fee Proposal for Landscape Architectural Design Services
Town of Reading, MA**

BACKGROUND AND INTRODUCTION:

Activitas Inc. (*the Consultant*) is pleased to provide the Town of Reading (*the Client*) with this proposal for professional landscape architectural design services for the Reading Public Library.

Based upon the Library Landscape Committee's (LLC) presentation provided by the Client, Activitas's understands the project program to include the following:

- Stakeholder and community engagement including assistance with public surveys
- Development of conceptual design options
- Prepare a high-level opinion of probable construction costs
- Work with the client to generate plan for a fundraising campaign

PROJECT EXPERTISE:

- **Mark Novak**, RLA will serve as Design Principal of the project.
- **Megan Buczynski**, PE will serve as Principal Civil Engineer of the project.
- **Stephen Crisafulli**, RLA will serve as Project Manager of the project.
- **Meghan Donahoe** will serve as Landscape Designer of the project.

SCOPE OF BASIC SERVICES:

The Design Team will provide professional design services as outlined below for the development of this Project. Services are anticipated to include:

- Existing Conditions Analysis
- Preparation of Conceptual Design Options
- Assistance to the Client in Public Outreach
- Preparation of Opinion of Probable Project Costs
- Assistance to the Client in Developing a Fundraising Campaign

PART I: BASIC SERVICES:

A. TASK 1: EXISTING CONDITIONS ANALYSIS

Item 1.1 Kick-off Meeting

Activitas will coordinate a kick-off meeting with the Working Group (to be established by the Town) to review and discuss the goals for the project, proposed scope of work, associated work plan, lines of communication with the Town, schedule, and final deliverables. It is anticipated that the Working Group will have information available in relation to mapping/survey information of the existing facility, current use information and desired programming.

Item 1.2: Base Mapping

Activitas will review available information from the Town archives, Town GIS, and MA GIS for the library. Activitas will compile this information to develop an existing conditions base map of the property and add aerial mapping available from Google Earth to supplement the base maps graphically (drone imagery may also be utilized). This base map will be the basis of design for the study and be used to graphically show the existing conditions and recommended improvements at the library.

Item 1.3: Physical Review and Analysis

Following compilation of the base map, Activitas will use the base map and visit the site to review:

- Facility layout and size
- Orientation
- Site zoning to understand setbacks, height restrictions, and potential permitting implications for future improvements
- Site and adjacent resource areas and buffer zones (if applicable)
- Current site amenities (will consider existing parking and site access as part of this review)
- Proximity of neighboring properties to understand any implications for future renovations

Item 1.4: Programming Review

In conjunction with the existing conditions review, Activitas will review the available information that the Town provides based on their programming records. Following review

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of this information, Activitas may solicit further information such as, but not limited to, the following:

- Existing programming
- Additional desired programming
- Maintenance practices
- Known drainage problems
- Other issues that the Town is aware of or have received complaints about from users
- Other pertinent information that may arise during discussions

Activitas will then make a comparison of this information to the existing and desired programming information to guide the public survey(s).

Item 1.5: Community Outreach

Activitas will work with the Client to develop the public survey(s) to solicit feedback from the community. The survey(s) will be designed to identify vision, values, key issues and provide insight into facility and program needs, operational uses, and opportunities. Activitas will then compile the survey results to guide the conceptual design phase. It is assumed Activitas will prepare the public survey via Survey Monkey and the Town will distribute/publicize the survey.

B. TASK 2: CONCEPTUAL DESIGN OPTIONS

Item 2.1: Conceptual Option Development

Activitas will prepare two (2) design options which will investigate conceptual layouts and materials that will include:

- Landscaping
- Irrigation
- Accessibility and Safety
- Seating
- Outdoor Classroom/Learning Space
- Site Amenities
- Site Lighting

Activitas will provide a summary of the benefits and challenges for each of the options. This information will help guide the Working Group to a preferred Option based on priorities.

Item 2.2: Working Group Meeting #2: Review of Conceptual Plan Options

Activitas will prepare for and present the Conceptual Plan Options to the Working Group. Activitas will prepare necessary visuals for this meeting and lead the Working Group

through a discussion about important considerations to help focus in on a preferred option, which will likely be a blend of components from the options. Activitas will prepare and distribute Meeting Notes to the Working Group.

In an effort to minimize the cost of the project, working group meetings may be held virtually.

C. TASK 3: PREFERRED CONCEPT PLAN

Item 3.1: Preferred Option

Based on the results of Tasks 1, along with feedback from Working Group, Activitas will develop a Preferred Conceptual Plan Layout for the project.

Item 3.2: Opinion of Probable Project Costs

Activitas will prepare an Opinion of Probable Project Costs for the Preferred Option. Components of the Opinion of Costs will likely include:

Construction Costs

- Demolition and Site Preparation
- Erosion and Sediment Control
- Earthwork, Drainage and Site Utilities
- Materials and Installation – Pavement/Masonry
- Materials and Installation – Site and Landscape Improvements
- Materials and Installation – Site Furnishings
- Materials and Installation – Electrical/Site Lighting

Contractor Costs

- General Construction Conditions
- Bonds and Insurance
- Contractor's Overhead and Profit

Design and Other Soft Costs

- Survey Fees
- Design and Permitting Fees
- Suggested Construction Contingencies
- Materials Testing Budget

Maintenance

- Annual and Long-Term Maintenance Budget

As Activitas develops the Opinion of Costs, we will also consider potential phasing and/or construction alternates for the project and lay these out in the Opinion of Cost as needed.

Item 3.3: Working Group Meeting #3: Preferred Option Review

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Activitas will prepare for and present the Preferred Conceptual Plan to the Working Group. Activitas will prepare and distribute Meeting Notes to the Working Group.

In an effort to minimize the cost of the project, working group meetings may be held virtually.

Item 3.4: Finalize Preferred Option

Based on information and feedback received at the meeting, Activitas will update the Preferred Option, Cost Opinion and any Phasing/Alternates desired for the project. Activitas will distribute the updates to the Working Group for final review.

A final 2D rendered plan will be provided electronically to the Working Group with the updated Opinion of Cost. All materials will be provided electronically to the Working Group for their use.

Presentations to the Select Board and our other Town Boards are not included. If desired, these presentations can be provided as an additional service.

Item 3.5: Fundraising Assistance

In conjunction with the final conceptual design graphics noted above, Activitas will assist the Client in developing workshopping ideas for alternative funding sources to alleviate costs to implement the proposed improvements, assumed to take place in one meeting with the Library Landscape Committee Strategies and/or materials may include, but not limited to, the following:

- Phasing and Implementation Plan
- Graphics to Generate Energy and Advocacy

D. REIMBURSABLE EXPENSES (ESTIMATED):

In an effort to minimize the cost of the project, Reimbursable Expenses are not billed as a lump sum portion of the Basic Services, but include only actual expenditures such as, but not limited to, tolls, mileage at the current IRS rate, reprographic services, postage, overnight delivery and travel and shall be invoiced at 1.15 times their actual cost. Expenses will be billed monthly as they accrue against the estimated total.

Expenses for the Consultant are not anticipated to exceed \$750, without authorization from the client. In the event that expenses exceed this amount, the total will be increased by the Client as required. The Consultant will not proceed with expenses beyond the anticipated total without the prior written approval of the Client.

PART II. COMPENSATION FOR SERVICES

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A. Basic Services shall be compensated as shown below:

Task 1: Existing Conditions Analysis		
Item 1.1	Kick-off Meeting	\$ 800.00
Item 1.2	Base Mapping	\$ 1,200.00
Item 1.3	Physical Review and Analysis	\$ 1,400.00
Item 1.4	Programming Review	\$ 1,800.00
Item 1.5	Community Outreach	\$ 3,000.00
Task 2: Conceptual Design Options		
Item 2.1	Conceptual Option Development	\$ 3,800.00
Item 2.2	Project Meeting	\$ 300.00
Task 3: Preferred Concept Plan		
Item 3.1	Preferred Option	\$ 2,800.00
Item 3.2	Opinion of Probable Project Costs	\$ 1,200.00
Item 3.3	Project Meeting	\$ 300.00
Item 3.4	Finalize Preferred Option	\$ 1,800.00
Item 3.5	Fundraising Assistance	\$ 1,200.00
Subtotal:		\$ 19,600
Reimbursable Expenses (Estimated)		\$ 750
TOTAL:		\$ 20,350

PART III. ADDITIONAL SERVICES

- A. If services are authorized by the Client which exceed those listed under Basic Services and are not customarily furnished in accordance with accepted practice, they shall be compensated at the rates listed in the Compensation for Services Section. Such additional services shall include, but not be limited to: 1) major revisions in documents and/or drawings due to causes beyond the control of the Consultant, including all changes to the design and drawings resulting from meetings with Contractor, Client, municipal, state or federal agencies and review boards, or revisions requested by the Contractor or Client after approval of the Consultant's plans by the Client, and submission to the municipality, state and/or federal authority; 2) attendance at meetings or hearings beyond those listed in the Basic Services; 3) traffic, mechanical, electrical or structural engineering; 4) surveys; 5) design of retaining walls in excess of 4'-0"; 6) programming or design of on or off-site structures; 7) pile cap or spread footing sports light pole footing design; 8) applications, printing and fees for local, state and federal permits other than those specifically listed in this Proposal; 9) hazardous site or building material evaluation or abatement design; 10) cost estimating or quantity takeoffs; 11) Design or application for LEED or SITES Certification; 12) Response to peer review comments; 13) Owner's Project Manager or Clerk of the Works services; 14) as-built drawings (to be procured by the General Contractor and Subs.)

Mr. Fidel Maltez
Town of Reading

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- B. Rates for Additional Services will be furnished on an hourly basis at the following hourly rates:

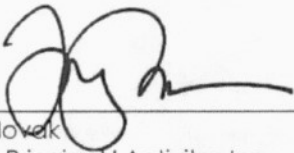
MANAGING PRINCIPAL	300.00
DESIGN PRINCIPAL	250.00
PRINCIPAL CIVIL ENGINEER	250.00
PRINCIPAL LANDSCAPE ARCHITECT	250.00
ASSOCIATE PRINCIPAL	195.00
SENIOR ASSOCIATE	175.00
ASSOCIATE	170.00
PROJECT MANAGER	125.00
CIVIL ENGINEER	125.00
CIVIL DESIGNER / EIT	115.00
PROJ. LANDSCAPE ARCHITECT	115.00
LANDSCAPE ARCHITECT	100.00
CIVIL DESIGNER	100.00
STAFF LANDSCAPE ARCHITECT.....	100.00
CLERICAL STAFF	70.00

Rates and roles may be adjusted from time to time. Written notification will be provided to the Client prior to changes in billing structure.

- C. Rates for Additional Services by Sub-Consultants, when authorized by the Client, will be furnished at 1.15 times the cost of services rendered. See attached for Consultants' rates.

CLIENT AUTHORIZATION

The Client agrees with Parts I, II, III and IV which includes the Basic Services, Compensation for Services, Optional Services and Additional Services, and Part V, Terms and Conditions of Agreement (attached hereto and acknowledged as being received). Together they constitute the entire agreement between the Consultant and the Client.



Mark Novak
Design Principal | Activitas Inc.

Name

Date: 11 September 2023 _____

Title
Town of Reading

Date: _____

PART IV:

ACTIVITAS INC. TERMS AND CONDITIONS OF AGREEMENT (Page 1 of 4)

The engagement of Activitas Inc. (the Consultant) by the Client is under the following terms and conditions and is an integral part of the collective Agreement between the Client and the Consultant.

1. The fee estimate for the proposed Scope of Services is valid for 60 days from the date of Proposal.
2. Payment to the Consultant is the sole responsibility of signatory of this Agreement and is not subject to third party agreements.
3. All schedules set forth in the attached Scope of Services commence upon receipt of a signed Agreement and, if requested, a retainer. All retainer amounts will be applied to the last invoice. **A RETAINER OF \$0.00 IS REQUIRED BEFORE SERVICES CAN COMMENCE UNDER THE AGREEMENT.**
4. Requests for Additional Services and any associated fee adjustment must be authorized in writing before Additional Services can begin.
5. Invoices will be rendered monthly and become due upon receipt.
6. Invoice payments must be kept current for services to continue. If the Client fails to pay any invoice due to the Consultant within 30 days of the date of invoice, the Consultant may, without waiving any other claim or right against the Client, suspend services under this Agreement until the Consultant has been paid in full all amounts due the Consultant and/or any of its Consultants and Subcontractors. The balance on overdue invoices shall be subject to an interest charge of 1.5% per month or 18% per annum accruing from the due date of the invoice. Application of the percentage rate listed above as a consequence of late payment by the Client does not constitute any willingness on the Consultant's part to finance the Client's operation, and no such willingness should be inferred.
7. If the Client objects to any portion of an invoice, the Client shall so notify the Consultant in writing within fifteen (15) calendar days of receipt of the invoice. The Client shall identify in writing the specific cause of the disagreement and the amount in dispute and shall pay that portion of the invoice not in dispute in accordance with the other payment terms of this Agreement. Any dispute over invoiced amounts due which cannot be resolved within ten (10) calendar days after presentation of invoice by direct negotiation between the parties shall be resolved within thirty (30) calendar days in accordance with the Dispute Resolution provision of this Agreement. Interest as stated above shall be paid by the Client on all disputed invoice amounts that are subsequently resolved in the Consultant's favor and shall be calculated on the unpaid balance from the due date of the invoice.
8. The Consultant agrees to carry the following insurance during the term of this Agreement:
 - Workmen's Compensation and Employer's Liability Insurance in compliance with statutory limits.
 - Comprehensive General Liability Insurance including Products Completed, Contractual, Property, and Personal Injury coverage with combined single limits of \$500,000 per occurrence and in the aggregate.
 - Professional Liability Insurance with a limit of \$1,000,000 per claim and \$2,000,000 in the aggregate.
 - Automobile Liability Insurance including non-owned and hired automobiles with the following limits:

Bodily Injury	\$500,000 each person
	\$500,000 each occurrence
Property Damage	\$100,000 each occurrence
9. The Consultant shall not be responsible for failure to perform or for delays in the performance of services which arise out of causes beyond the control and/or without the fault or negligence of the Consultant.
10. The Consultant's services will be performed on behalf of and solely for the benefit and exclusive use of the Client and Client's agents and designees for the limited purposes set forth in the Agreement. Client acknowledges that The Consultant's services require decisions which are not based upon science, but rather upon judgmental considerations.
11. To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of the Consultant and the Consultant's officers, directors, employees and subconsultants, and any of them, to the

Client and anyone claiming by or through the Client, for any and all claims, losses, costs or damages, including attorneys' fees and costs and expert-witness fees and costs of any nature whatsoever or claims expenses resulting from or in any way related to the Project or the Agreement from any cause or causes shall not exceed the total compensation received by the Consultant under this Agreement, or the total amount of \$50,000, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

12. The Client further agrees, to the fullest extent permitted by law, to limit the liability of the Consultant and the Consultant's officers, directors, partners, employees and subconsultants to all construction contractors and subcontractors on the Project for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert witness fees and costs, so that the total aggregate liability of the Consultant and the Consultant's subconsultants to all those named shall not exceed \$50,000, or the Consultant's total fee for services rendered on this Project, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising unless otherwise prohibited by law.
13. In addition, and notwithstanding any other provisions of this Agreement, the Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant, its officers, directors, employees and subconsultants (collectively, Consultant) against all damages, liabilities or costs including reasonable attorneys' fees and defense costs, arising out of or in any way connected with this Project or the performance by any of the parties above named of the services under this Agreement, excepting only those damages, liabilities or costs attributable to the negligent acts or negligent failure to act by the Consultant.
14. Per the Construction Observation section of Part I of this agreement the Consultant shall visit the site at intervals appropriate to the stage of construction, or as otherwise agreed to in writing by the Client and the Consultant, in order to observe the progress and quality of the Work completed by the Contractor. Such visits and observation are not intended to be an exhaustive check or a detailed inspection of the Contractor's work but rather are to allow the Consultant, as an experienced professional, to become generally familiar with the Work in progress and to determine, in general, if the Work is proceeding in accordance with the Contract Documents. Based on this general observation, the Consultant shall keep the Client informed about the progress of the Work and shall endeavor to guard the Client against deficiencies in the Work. If the Client desires more extensive project observation or fulltime project representation, the Client shall request that such services be provided by the Consultant as Additional Services in accordance with the terms of this Agreement. The Consultant shall not supervise, direct or have control over the Contractor's work nor have any responsibility for the construction means, methods, techniques, sequences or procedures selected by the Contractor nor for the Contractor's safety precautions or programs in connection with the Work. These rights and responsibilities are solely those of the Contractor in accordance with the Contract Documents. The Consultant shall not be responsible for any acts or omissions of the Contractor, subcontractor, any entity performing any portions of the Work, or any agents or employees of any of them. The Consultant does not guarantee the performance of the Contractor and shall not be responsible for the Contractor's failure to perform its Work in accordance with the Contract Documents or any applicable laws, codes, rules or regulations.
15. The Consultant shall not be required to sign any documents, no matter by whom requested, that would result in the Consultant's having to certify, guarantee or warrant the existence of conditions whose existence the Consultant cannot ascertain. The Client also agrees not to make resolution of any dispute with the Consultant or payment of any amount due to the Consultant in any way contingent upon the Consultant's signing any such certification.
16. All documents including Drawings and Specifications prepared by the Consultant pursuant to the Agreement are instruments of service with respect to the Project. They are not intended or represented to be suitable for reuse by the Client or others on extensions of the Project or on any other Project. Any reuse by the Client or a third person or entity authorized by the Client without written verification or adaptation by the Consultant for the specific purpose intended will be at the Client's sole risk and without liability or legal exposure to the Consultant; and the Client, shall release, indemnify and hold harmless the Consultant from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting there from. Any such verification or adaptation will entitle the Consultant to additional compensation at rates to be agreed upon by the Consultant and the third person or entity seeking to reuse said documents.
17. In entering into this Agreement, Client has relied only upon the representations set forth in this Agreement. No verbal warranties, representations or statements shall be considered a part of this Agreement or a basis upon which the Client relied in entering into this Agreement. No statements, representations, warranties or understandings, unless contained herein, exist between Client and The Consultant.
18. The Consultant agrees to comply with all Federal Equal Opportunity laws, orders and regulations. Without limiting the generality of the foregoing, the Consultant will not discriminate against any employee or applicant for employment by the Consultant because of race, creed, color, age, sex, marital status, national origin or disability. In addition, the Consultant will not discriminate against any employee or applicant for employment by the Consultant because of sexual orientation. The Consultant will take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, age, sex, marital status, special disabled veteran or Vietnam era veteran status, national origin, disability or sexual orientation. Such action shall include, but not be limited to, the following: (i) employment, upgrading, demotion or transfer; (ii) recruitment or recruitment advertisement; (iii) layoff transfer; (iv) rates of pay or other forms of compensation; and (v) selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
19. The Client agrees to include Activitas Inc. as Consultant for the Project, in all construction signage identifying the project, and will make his best effort to include Activitas in appropriate press releases and promotional information.

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Town of Reading

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20. The Consultant and their subconsultants shall be paid Additional Services for work related to disputes and questions arising out of the General Contractor and/or Subcontractors' disputes arising out of the Bidding and Construction process.
21. In an effort to resolve any conflicts that arise during the design and construction of the Project or following the completion of the Project, the Client and the Consultant agree that all disputes between them arising out of or relating to this Agreement or the Project shall be submitted to non-binding mediation unless the parties mutually agree otherwise. Disputes not settled by mediation shall be settled by a court of competent jurisdiction.
22. In the event of any litigation arising from or related to this Agreement or the services provided under this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all reasonable costs incurred, including staff time, court costs, attorneys' fees and all other related expenses in such litigation. In the event of a non-adjudicative settlement of litigation between the parties or a resolution of a dispute by arbitration, the term "prevailing party" shall be determined by that process.
23. Neither party to this Agreement shall transfer, sublet or assign any rights under or interest in this Agreement (including but not limited to monies that are due or monies that may be due) without the prior written consent of the other party. Subcontracting to subconsultants normally contemplated by the Consultant shall not be considered an assignment for purposes of this Agreement.
24. In the event of termination of this Agreement by either party, the Client shall within fifteen (15) calendar days of termination pay the Consultant for all services rendered not in dispute and all reimbursable costs not in dispute incurred by the Consultant up to the date of termination, in accordance with the payment provisions of this Agreement.

The Client may terminate this Agreement for the Client's convenience and without cause upon giving the Consultant not less than seven (7) calendar days' written notice.

Either party may terminate this Agreement for cause upon giving the other party not less than seven (7) calendar days' written notice for any of the following reasons:

- Substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party;
- Assignment of this Agreement or transfer of the Project by either party to any other entity without the prior written consent of the other party;
- Suspension of the Project or the Consultant's services by the Client for more than ninety (90) calendar days, consecutive or in the aggregate;
- Material changes in the conditions under which this Agreement was entered into, the Scope of Services or the nature of the Project, and the failure of the parties to reach agreement on the compensation and schedule adjustments necessitated by such changes.

In the event of any termination that is not the fault of the Consultant, the Client shall pay the Consultant, in addition to payment for services rendered and reimbursable costs incurred, for all expenses reasonably incurred by the Consultant in connection with the orderly termination of this Agreement, including but not limited to demobilization, reassignment of personnel, associated overhead costs and all other expenses directly resulting from the termination.

25. The Americans with Disabilities Act (ADA) and the Massachusetts Architectural Access Board (MAAB) regulations provide that it is a violation of these regulations to design and construct a facility that does not meet the accessibility and usability requirements of the ADA and MAAB unless it can demonstrate that it is structurally impractical to meet the requirements. The Client understands that the requirements of ADA and MAAB will be subject to various and possibly contradictory interpretations. The Consultant therefore will use its reasonable professional efforts and judgment to interpret applicable ADA and MAAB requirements and other state, local and federal regulations as they apply to the project. The Consultant however can not and does not warrant or guarantee that the Client's project will comply with all interpretations of ADA and MAAB requirements and/or requirements of other federal, state, and local laws, rules, codes, ordinances and regulations as they apply to this project.
26. The Client understands and agrees that products or materials that are permissible under current codes and ordinances may, at some future date, be banned or limited in use in the construction industry because of presently unknown hazardous and/or defective characteristics. The Client agrees that if any such product or material specified for this Project by the Consultant shall, at any future date be suspected or discovered to be defective or a health or safety hazard, then the Client shall waive all claims as a result thereof against the Consultant. The Client further agrees that if the Client directs the Consultant to specify any product or material after the Consultant has informed the Client that such product or material may not be suitable or may embody characteristics that are suspected of causing or may cause the product or material to be considered a hazardous substance in the future, the Client waives all claims as a result thereof against the Consultant and the Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant from any damages, liabilities or costs including reasonable attorneys' fees and defense costs, arising in any way from the specification or use of any products or materials which, at any future date, become know or suspected health and safety hazards.
27. Both parties acknowledge that the Consultant's scope of services does not include any services related to the presence of any hazardous or toxic materials. In the event the Consultant or any other party encounters any hazardous or toxic materials, or should it become known to the Consultant that such materials may be present on or about the jobsite or any adjacent areas that may affect the performance of the Consultant's services, the Consultant may, at its option and without liability for consequential or any other damages, suspend performance of its services under this Agreement until the Client retains appropriate consultants or contractors to identify and abate or remove the hazardous or toxic materials and warrants that the jobsite is in full compliance

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with all applicable laws and regulations. As used in this Agreement, the term hazardous materials shall mean any substances, including but not limited to asbestos, toxic or hazardous waste, PCBs, combustible gases and materials, petroleum or radioactive materials (as each of these is defined in applicable federal statutes) or any other substances under any conditions and in such quantities as would pose a substantial danger to persons or property exposed to such substances at or near the Project site.

28. Neither the professional activities of the Consultant, nor the presence of the Consultant or its employees and subconsultants at a construction/project site, shall relieve the General Contractor of its obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending and coordinating the Work in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. The Consultant and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures. The Client agrees that the General Contractor shall be solely responsible for jobsite safety, and warrants that this intent shall be carried out in the Client's contract with the General Contractor. The Client also agrees that the Client, the Consultant and the Consultant's subconsultants shall be indemnified by the General Contractor and shall be made additional insureds under the General Contractor's policies of general liability insurance.
29. This agreement shall be governed and construed in accordance with the laws of the Commonwealth of Massachusetts.

