

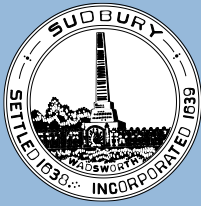
SUDBURY BOARD OF SELECTMEN
TUESDAY DECEMBER 19, 2017
7:30 PM, TOWN HALL - LOWER LEVEL

Item #	Time	Action	Item
	7:30 PM		CALL TO ORDER
			Opening remarks by Chairman
			Reports from Town Manager
			Reports from Selectmen
			Citizen's comments on items not on agenda
TIMED ITEMS			
1.		<i>VOTE</i>	Interview candidate for Conservation Commission, and vote whether to authorize the Town Manager appointment of Richard A. Morse, 47 Maple Ave., #1101, to the Conservation Commission for a term ending 5/31/20.
MISCELLANEOUS			
2.			Discussion regarding consultant's report on Fairbank Community Center.
3.			Announce that 2018 Annual Town Meeting will commence Monday, May 7, 2018 at 7:30 pm. The warrant period is now open. Articles for inclusion in the Annual Town Meeting Warrant are due to the Selectmen's office, 278 Old Sudbury Road, and are to be stamped in no later than 5:00 pm on Wednesday, January 31, 2018.
4.		<i>VOTE</i>	Review Fall Town Meeting 2017 and discuss possible vote to change Bylaw Article 1 Section 3 regarding date. (Continued from 12/5/17 meeting.)
5.		<i>VOTE</i>	Discussion and possible vote on Selectmen's Goals from 12/4 meeting.
6.			Selectman Carty to provide update on Strategic Financial Planning Committee for Capital Funding
7.			Citizen's Comments (cont)
8.			Discuss Upcoming Agenda Items
CONSENT CALENDAR			

These agenda items are those reasonably anticipated by the Chair which may be discussed at the meeting. Not all items listed may in fact be discussed and other items not listed may also be brought up for discussion to the extent permitted by law.

Item #	Time	Action	Item
9.		<i>VOTE</i>	Vote to reappoint Frederick Taylor, 38 Cider Mill Rd, to the Historic Districts Commission for a term ending January 1, 2023, as requested by Fred Taylor, Chair, in an email dated December 1, 2017.
10.		<i>VOTE</i>	Vote to approve the regular session minutes of 11/28/17 and 12/5/17.
11.		<i>VOTE</i>	Vote to approve award of contract by the Town Manager for cleaning services for the DPW/Highway buildings to Complete Industrial Cleaning, Inc. for the period January 1, 2018 through June 30, 2019.

These agenda items are those reasonably anticipated by the Chair which may be discussed at the meeting. Not all items listed may in fact be discussed and other items not listed may also be brought up for discussion to the extent permitted by law.



SUDBURY BOARD OF SELECTMEN

Tuesday, December 19, 2017

1

TIMED ITEM

1: Appointment to Conservation Commission

REQUESTOR SECTION

Date of request:

Requested by: Patty Golden

Formal Title: Interview candidate for Conservation Commission, and vote whether to authorize the Town Manager appointment of Richard A. Morse, 47 Maple Ave., #1101, to the Conservation Commission for a term ending 5/31/20.

Recommendations/Suggested Motion/Vote: Interview candidate for Conservation Commission, and vote whether to authorize the Town Manager appointment of Richard A. Morse, 47 Maple Ave., #1101, to the Conservation Commission for a term ending 5/31/20.

Background Information:
attached application and email from Debbie Dineen

Financial impact expected:n/a

Approximate agenda time requested:

Representative(s) expected to attend meeting:

Review:

Patty Golden	Pending
Melissa Murphy-Rodrigues	Pending
Barbara Saint Andre	Pending
Robert C. Haarde	Pending
Board of Selectmen	Pending

12/19/2017 7:30 PM

TOWN OF SUDBURY
APPLICATION FOR APPOINTMENT

BOARD OF SELECTMEN
 278 OLD SUDBURY ROAD
 SUDBURY, MA 01776

FAX: (978) 443-0756
 E-MAIL: selectmen@sudbury.ma.us

Board or Committee Name: Conservation Committee

Name: Richard A. Morse
 Address: 47 Maple Ave #1101 Email Address: ramorse01@gmail
 Home phone: 781-431-7875 Work or Cell phone: 617-680-3409

Years lived in Sudbury: 4+ years

Brief resume of background and pertinent experience:

- Advisory Committee founding member of the Wellesley Cancer Prevention Project.
- Sudbury Valley Trustees member & property steward.

Municipal experience (if applicable):
Reside at Maple Meadows adjacent to conservation land
~20 years as a Town Meeting Member in Wellesley, MA

Educational background:

B.S. Psychology @ University of Mass. P
MBA-Health care management, Boston University

Reason for your interest in serving:

Protection of the environment; conservation of the quality of town properties.

Times when you would be available (days, evenings, weekends):

Currently retired; available at most anytime

Do you or any member of your family have any business dealings with the Town? If yes, please explain:

NONE

RAM (Initial here that you have read, understand and agree to the following statement)

I agree that if appointed, I will work toward furtherance of the committee's mission statement; and further, I agree that I will conduct my committee activities in a manner which is compliant with all relevant State and Local laws and regulations, including but not limited to the Open Meeting Law, Public Records Law, Conflict of Interest Law, Email Policy and the Code of Conduct for Town Committees.

I hereby submit my application for consideration for appointment to the Board or Committee listed above.

Signature Richard A. Morse Date 11-17-2017

On Nov 30, 2017, at 10:35 AM, Dineen, Deborah <dineend@sudbury.ma.us> wrote:

Melissa,

Attached is an application received last night from Richard Morse for the CC vacancy. Mr. Morse was on one of our fall walks and expressed an interest. Dave Henkels and I met with him last night and he is very interested. Both Dave & I feel he would make a good Commissioner.

I look forward to your setting up an interview with him soon. The CC tie votes are becoming an issue with the 6 members.

Thank you.

Debbie Dineen

From: Richard Morse [<mailto:ramorse01@gmail.com>]
Sent: Thursday, November 30, 2017 10:04 AM
To: dave henkels <datlee6@msn.com>; Dineen, Deborah <dineend@sudbury.ma.us>
Subject: Re: Conservation Commission

Hello David and Deborah,

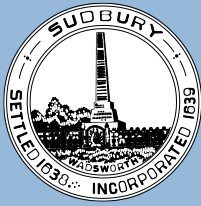
Thank you for meeting with me yesterday to discuss the opening on the Conservation Committee. I remain very interested in the position. As I mentioned, after 30 years in Wellesley, nearby Sudbury's reputation for land preservation and a strong respect for the environment stood out to my wife and me, and had a strong impact on our decision to move here four years ago.

I would like to join the Commission because of the opportunity to strengthen my knowledge about preservation and protection, to help enforce the Town's bylaws and to become a more active citizen.

I look forward to the next steps in this process. Please let me know if there is anything else you or others would like to know about my background.

Our conversation extended into many topics beyond the Commission. It was a pleasure to get to know you better. Looking forward to more of that.

Best regards,
Richard



SUDBURY BOARD OF SELECTMEN
Tuesday, December 19, 2017

2

MISCELLANEOUS (UNTIMED)

2: Fairbank discussion

REQUESTOR SECTION

Date of request:

Requested by: Patty Golden

Formal Title: Discussion regarding consultant's report on Fairbank Community Center.

Recommendations/Suggested Motion/Vote: Discussion regarding consultant's report on Fairbank Community Center.

Background Information:
attached report?

Financial impact expected:

Approximate agenda time requested:

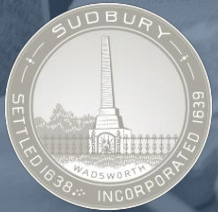
Representative(s) expected to attend meeting: Selectman Brown

Review:

Patty Golden	Pending
Melissa Murphy-Rodrigues	Pending
Barbara Saint Andre	Pending
Robert C. Haarde	Pending
Board of Selectmen	Pending

12/19/2017 7:30 PM

FAIRBANK COMMUNITY CENTER FEASIBILITY FINDINGS



Organizations and individuals involved in the discussions:

The Fairbanks Community Center Team

The Recreation Staff

The Recreation Task Force Including: John Beeler, Carolyn Markusen, Pat Brown, Jim Kelly, Chris, Jim Morotta, Debra, Kayla, Julie, Amy, Evan, Osah.

The Council on Aging Representatives

The Senior Leaders in Town.

The Building Inspector, Fire Chief and Board of Health

Bryan Semple

Father Erikson

Rosemary Harvell

Bob May

Bobby Beagan

Christin Hogan

Kevin Matthews

Cindy Simon

Sarah Troiano

participants

Local Participatory Trends				
Activity	Estimated Participants	% of Population		MPI
		Sudbury	USA	
Walking for exercise	5,130	38.3%	27.0%	142
Swimming	3,149	23.5%	15.6%	151
Jogging/running	2,702	20.2%	13.5%	150
Weight lifting	2,240	16.7%	10.1%	165
Yoga	1,850	13.8%	7.6%	181
Aerobics	1,719	12.8%	8.3%	155
Tennis	1,113	8.3%	3.8%	218
Basketball	959	7.2%	8.5%	85
Zumba	736	55.0%	43.0%	128
Pilates	596	4.4%	2.7%	166
Volleyball	423	3.2%	3.4%	95



analysis

Stakeholder Interviews Key Findings

Demographics and Trends

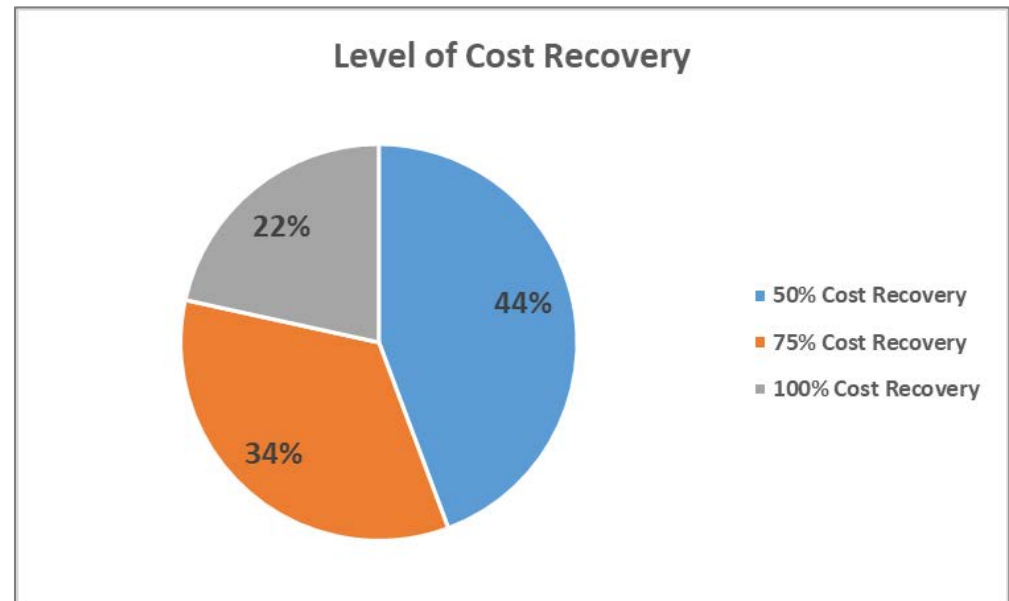
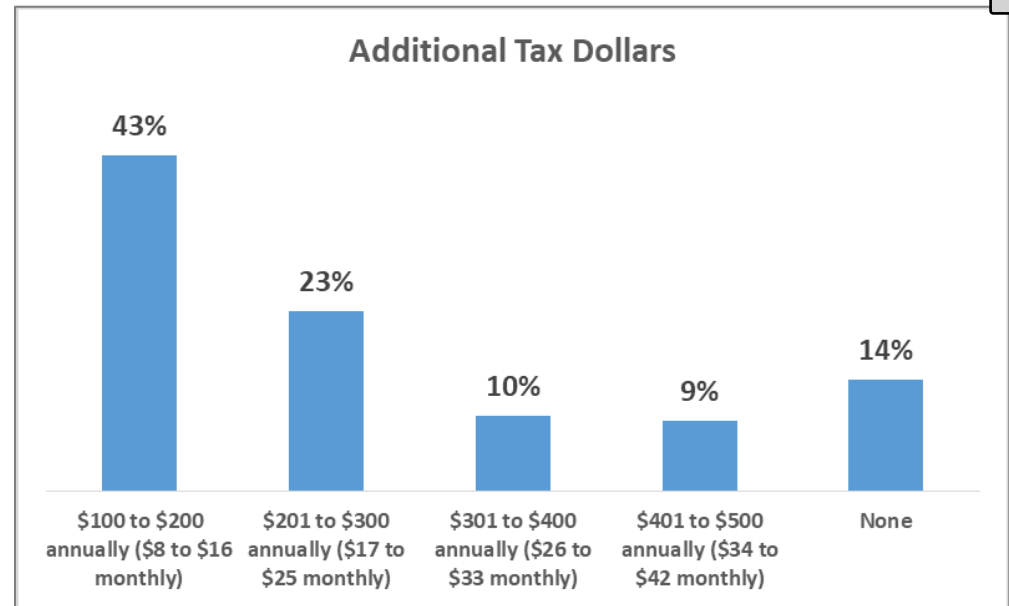
■ **Community-Wide Survey Findings**

Senior Survey Findings

planning

Forty-three percent (43%) of respondents would pay additional \$100 to \$200 tax dollars annual to support a new or renovated recreation center.

Forty-four percent (44%) of respondents selected 50% cost recovery to help with annual operating costs.

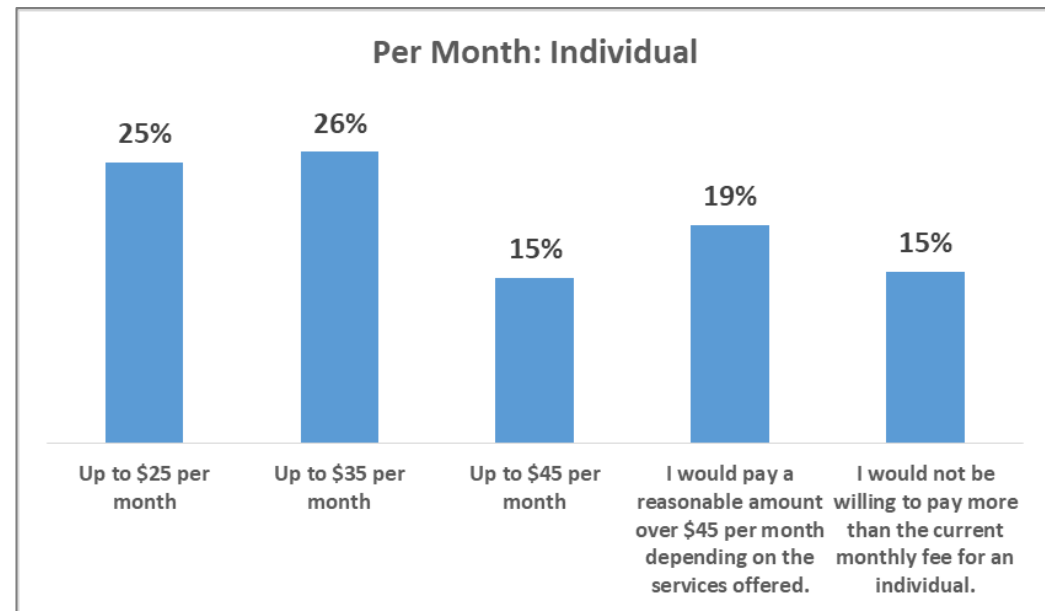
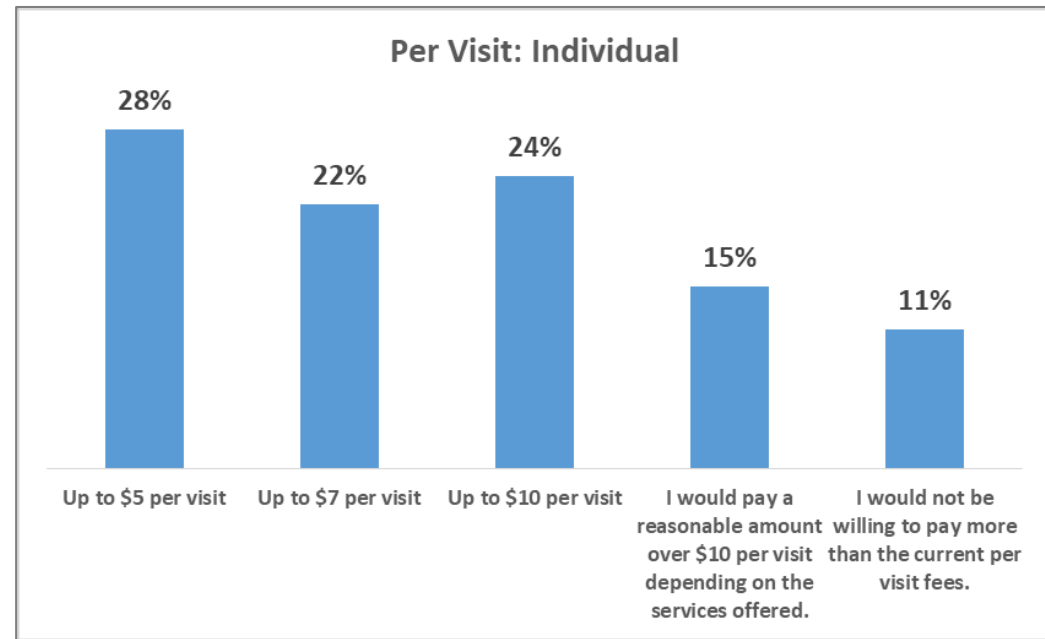


Cost Per Visit for an Individual:

- 28% - up to \$5 per visit
- 24% - up to \$10 per visit
- 22% - up to \$7 per visit

Cost Per Month for an Individual:

- 26% - up to \$35 per month
- 25% - up to \$25 per month
- 19% - would pay a reasonable amount over \$45 per month



per visit \$

Level of Agreement with the following statements.

Statements	Strongly Agree or Agree	Neutral	Strongly Disagree or Disagree	Don't Know
It is valuable to me to have a community recreation center.	88%	7%	4%	0%
The Town of Sudbury needs an updated community recreation center.	81%	12%	6%	1%
I believe a community recreation center boosts property values in our community.	79%	13%	7%	2%
A community recreation center should generate revenue from user fees (e.g., memberships, family fees, rentals) to help cover the cost of operations.	77%	16%	5%	2%
A community recreation center should include a social gathering component for seniors.	75%	19%	5%	1%
Our community needs more fitness, recreation, and social opportunities for youth, teens and families.	66%	19%	12%	3%
Our community needs more fitness, recreation, and social opportunities for seniors.	63%	21%	6%	10%

support for project

analysis

Stakeholder Interviews Key Findings

Demographics and Trends

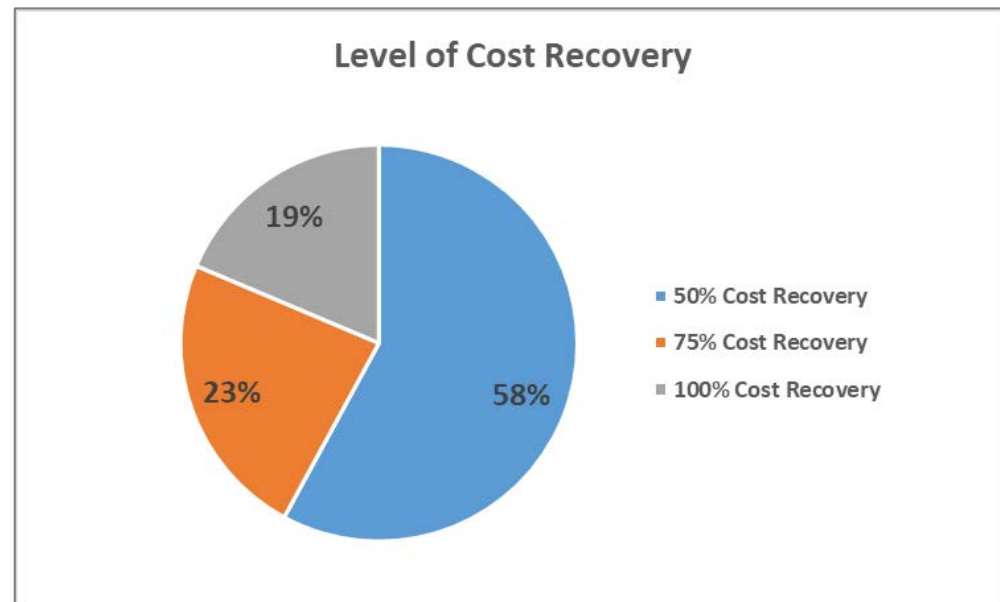
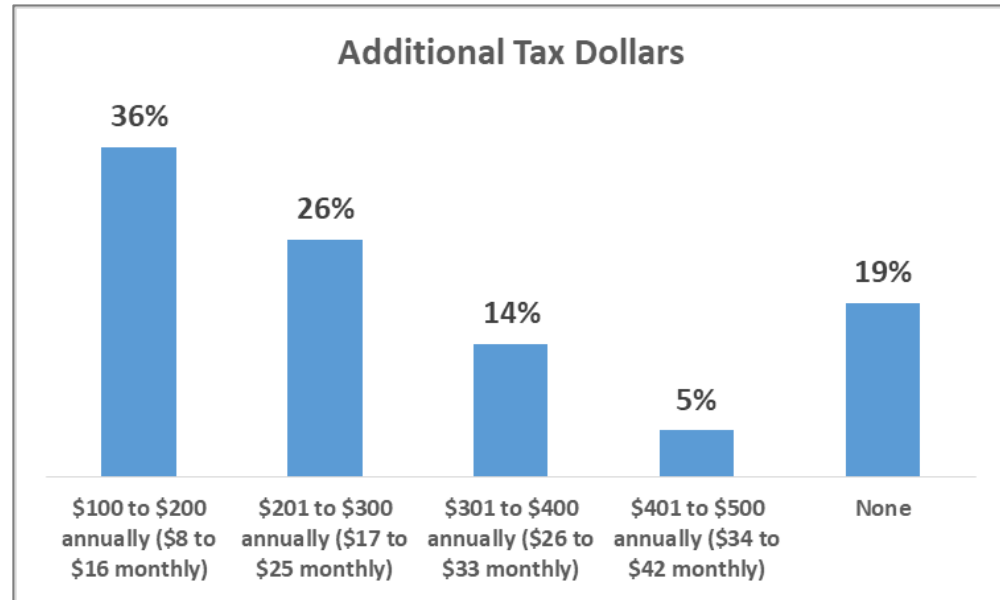
Community-Wide Survey Findings

■ **Senior Survey Findings**

planning

Thirty-six percent (36%) of respondents would pay additional \$100 to \$200 tax dollars annual to support a new or renovated recreation center.

Fifty-eight percent (58%) of respondents selected 50% cost recovery to help with annual operating costs.



facility funding

Level of Agreement with the following statements.

Statements	Strongly Agree or Agree	Neutral	Strongly Disagree or Disagree	Don't Know
It is valuable to me to have a Senior Center.	88%	7%	4%	1%
The Town of Sudbury needs an updated Senior Center and Community Recreation Center.	85%	8%	6%	1%
I believe a Senior Center and Community Recreation Center boosts property values in our community.	79%	9%	6%	5%
A Senior Center should include a social gathering component for seniors (coffee lounge, pool room, reading rooms).	77%	15%	6%	1%
Our community needs more fitness, recreation, educational, and social opportunities for seniors.	75%	14%	6%	5%
A Community Recreation Center should generate revenue from user fees (e.g., memberships, daily fees, rentals) to help cover the cost of operations.	65%	23%	9%	3%

support for project

BUILDING PROGRAM		
CORE PROGRAM COMPONENT / SPACE TYPE	COMMUNITY CENTER PROPOSED AREA (SF)	COMMENTS
ATHLETICS	17,600	
1A GYM	8,000	1 BB (HS) OR 2 BB (REC)
1B STORAGE AND SUPPORT	4,000	FACILITY WIDE; (BLEACHERS 200 SEATS +/-)
1C RUNNING/WALKING TRACK	5,600	RUN-WALK-JOG (WELLNESS)
WELLNESS	4,400	
2A EXERCISE	2,200	
2B GROUP X	2,200	
AQUATICS	14,800	
3A LAP POOL & DIVING WELL	9,300	
3B M/W/FAMILY LOCKER, CHANGING & SHOWER ROOMS	3,000	NATATORIUM, ATHLETICS & WELLNESS
3C VIEWING	1,500	SPECTATOR AND GENERAL
3D POOL SUPPORT	1,000	GUARD, 1ST AID, MANAGERS, POOL FILTRATION, POOL STORAGE
SENIOR & CULTURAL PROGRAMS	3,200	
4A ARTS / CRAFTS & CERAMICS	900	WET & DRY, W/ STORAGE AND KILN
4B GENERAL PROGRAM ROOM	700	(TECHNOLOGY/PHOTOGRAPHY/MEETING)
4C GENERAL PROGRAM ROOM	700	
4D SOCIAL LOUNGE	300	
4E CUSTOMER SERVICE	600	RECEPTION, RESOURCE CTR., OFFICES, WORKROOM
SENIOR & COMMUNITY PROGRAMS	1,600	
5A MULTI-PURPOSE ROOM	1,600	2 ROOMS - SUBDIVIDABLE
HOSPITALITY	4,200	
6A KITCHEN	1,200	SERVING / DEMONSTRATION
6B MULTI-USE ROOM	3,000	NEW CONSTRUCTION (2000 SF)
FACILITY ADMINISTRATION	1,600	
8A RECEPTION	400	
8B OFFICES	1,200	OPEN, PRIVATE, CONFERENCE, MEETING, WORKROOM
COMMON SPACE	10,032	
9A LOBBY	1,200	
9B LOUNGES	300	
9C M/W/FAMILY RESTROOMS & CHANGING ROOMS	800	IN SENIOR ZONE
9D CIRCULATION	8,532	
UTILITY SPACE	1,300	
10A MECHANICAL	1,000	
10C BUILDING STORAGE/ RECEIVING	300	
SUB-TOTAL	58,732	FOR EXISTING, THIS IS REMAINING CONSTRUCTION IN MOST CONSERVATIVE CASE
OPTIONAL PROGRAM COMPONENT / SPACE		
5B PARTY ROOM	600	OPTIONAL
5C INDOOR PLAY	800	OPTIONAL
3E THERAPY POOL	1,800	OPTIONAL - WARM WATER (PARTNER OPORTUNITY)
SUB-TOTAL	3,200	
TOTAL	61,932	

SITE PROGRAM		
SITE PROGRAM COMPONENT	SITE AREA (SF) (3.3 Acres)	COMMENTS
SUPPORT	104,000	
S1 PARKING	84,000	210 Parking Stalls- 3.5 Spaces/ 1,000 SF
S2 PLAZA(S)	3,000	
S3 WALKS AND TRAILS	7,000	
S4 BUFFERS (SOFT SCAPE)	10,000	
INFRASTRUCTURE	30,000	
S5 DETENTION	20,000	Allowance
S6 EASEMENTS(UTILITY/SERVICES)	10,000	Allowance
PASSIVE ZONES	8,900	
S7 MULTIPURPOSE ROOM TERRACE	1,000	
S8 COMMUNITY GARDEN	1,000	
S9 PLAYGROUND	1,200	
S10 ADULT EXERCISE STATION(S)	1,200	
S11 FLEXIBLE LAWN	4,500	Leisure and Program Lawn
ACTIVE ZONES	4,000	
S12 SPORT COURTS	4,000	Paved
TOTAL	146,900	3.3 Acres

site program

FAIRBANK COMMUNITY CENTER
40,900 SF

SITE = 303,500 SF (7 ACRES)

PARKING = 103 STALLS

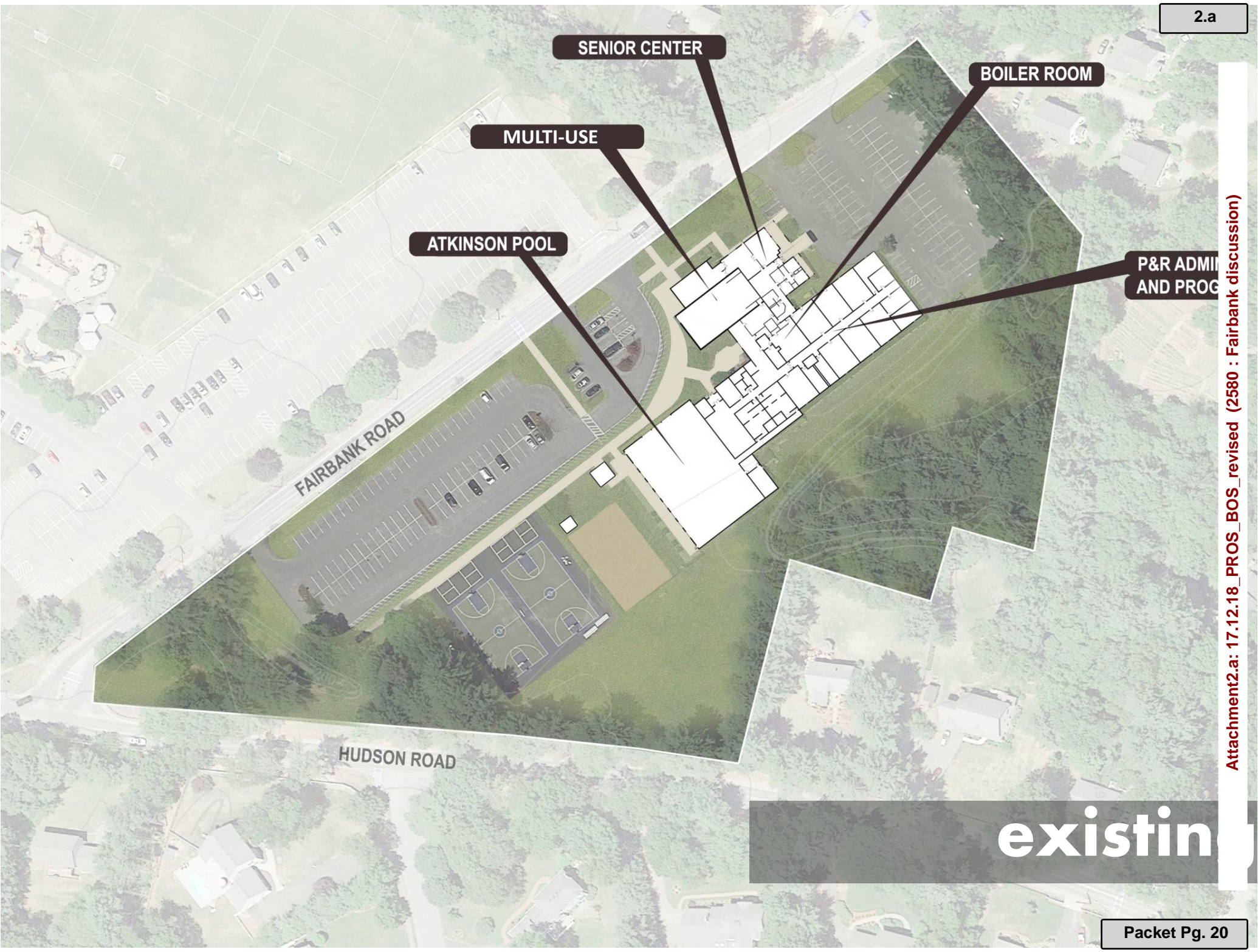
PARKING = 69 STALLS

SEPTIC FIELD

FAIRBANK ROAD

HUDSON ROAD

site



ATKINSON POOL

MULTI-USE

SENIOR CENTER

BOILER ROOM

P&R ADMIN
AND PROG

FAIRBANK ROAD

HUDSON ROAD

existing

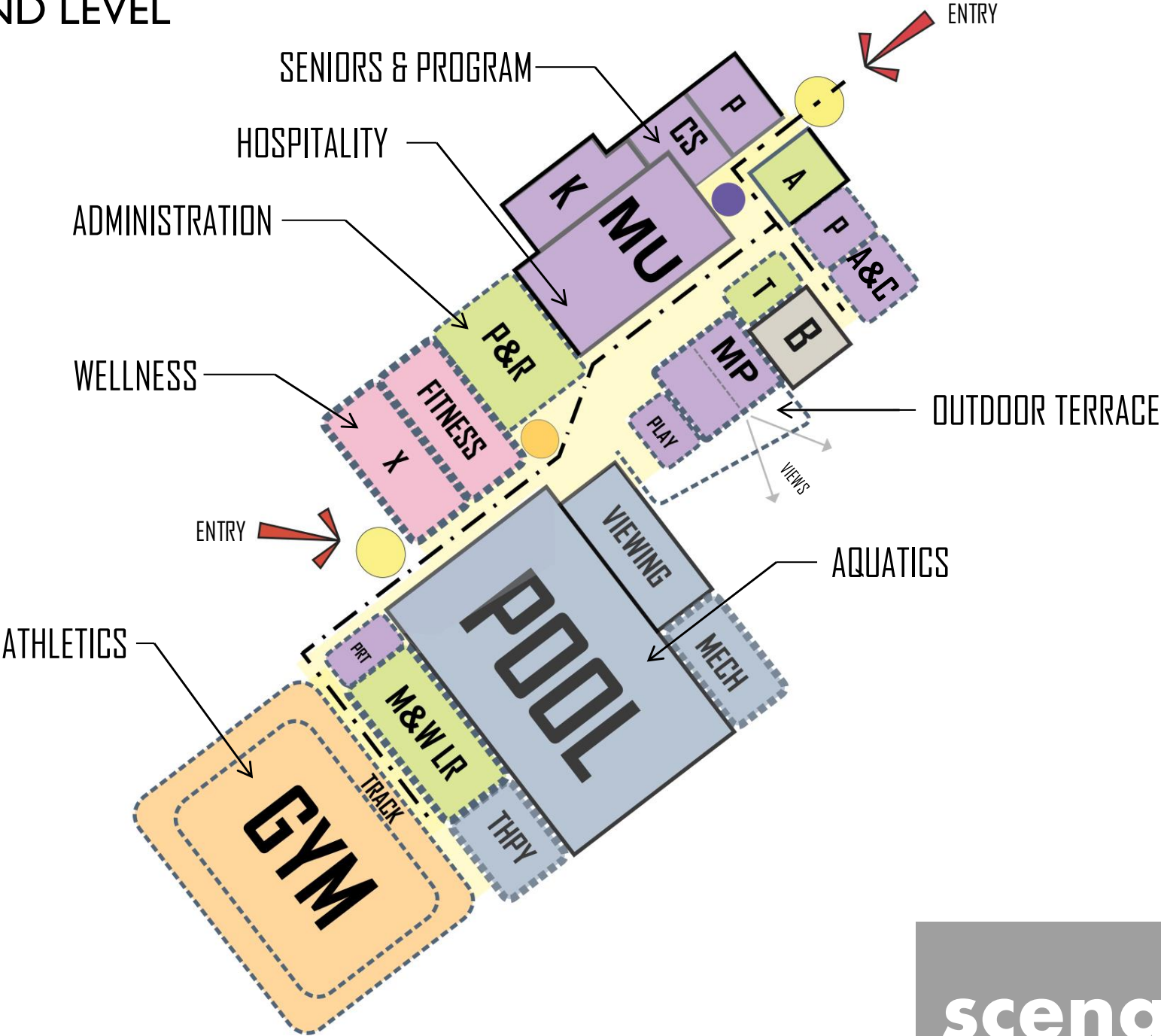
scenario



scenario



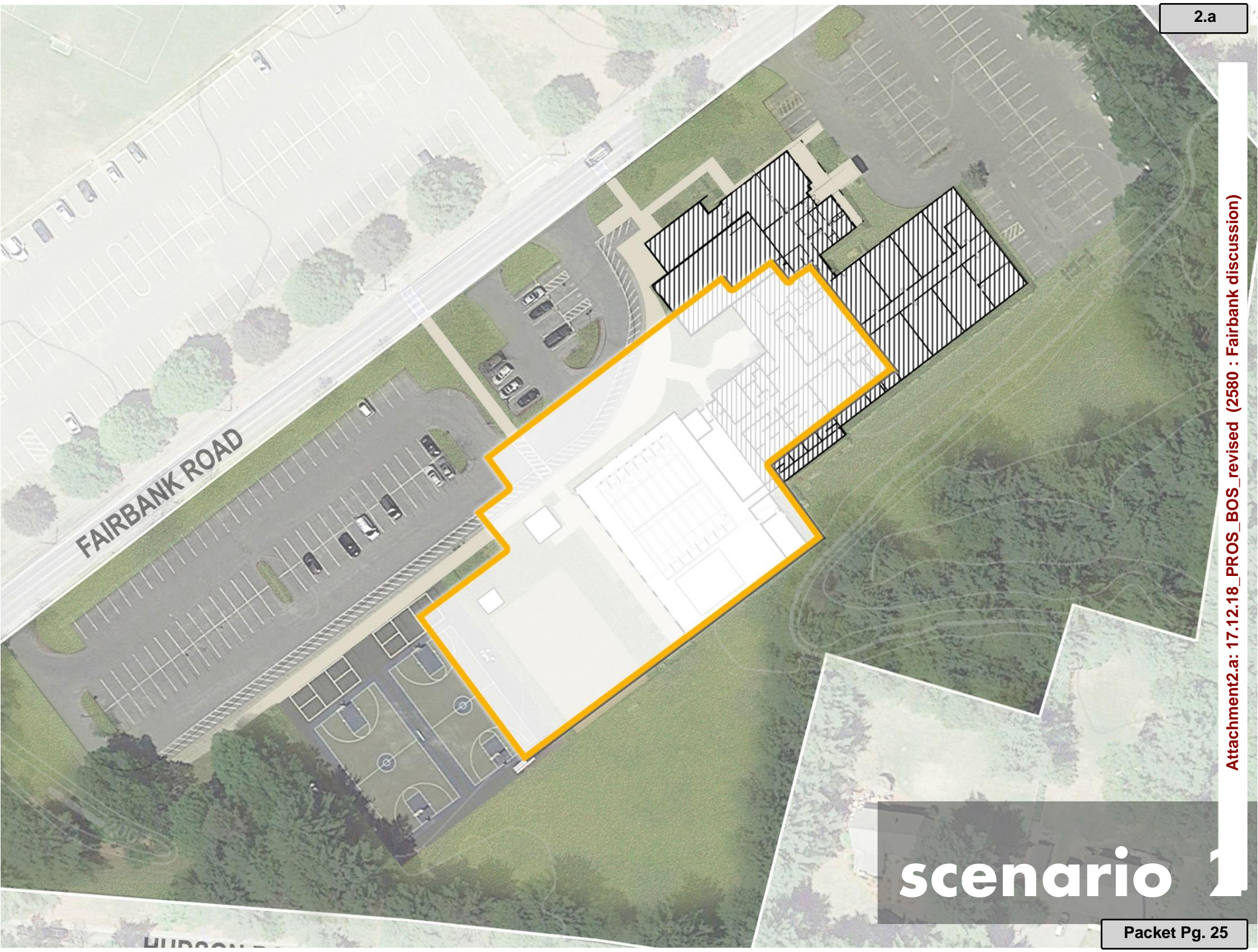
GROUND LEVEL



Attachment2.a: 17.12.18_PROS_BOS_revised (2580 : Fairbank discussion)



scenario 1



scenario 1

UPPER LEVEL

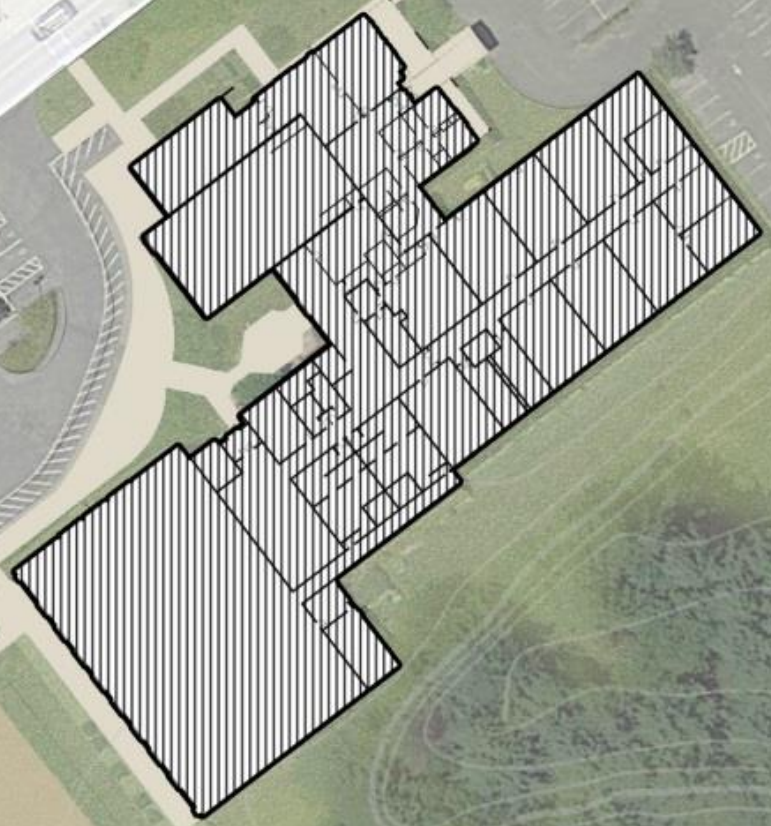
Diagram illustrating the layout of the Upper Level, showing the relationship between the Wellness, Pool, Gym, and Fitness areas.

- Wellness:** Indicated by an arrow pointing to a pink rectangular area labeled "X".
- Pool:** A large light blue area labeled "POOL".
- Gym:** A large yellow area labeled "GYM".
- Fitness:** A pink rectangular area labeled "FITNESS".
- Track:** A yellow rectangular area labeled "TRACK".
- Open:** A white rectangular area labeled "OPEN".
- Roof:** A light gray area labeled "ROOF".
- Admin:** A light gray area labeled "ADM".
- Entrance:** A light gray area labeled "E".

Attachment2.a: 17.12.18_PROS_BOS_revised (2580 : Fairbank discussion)

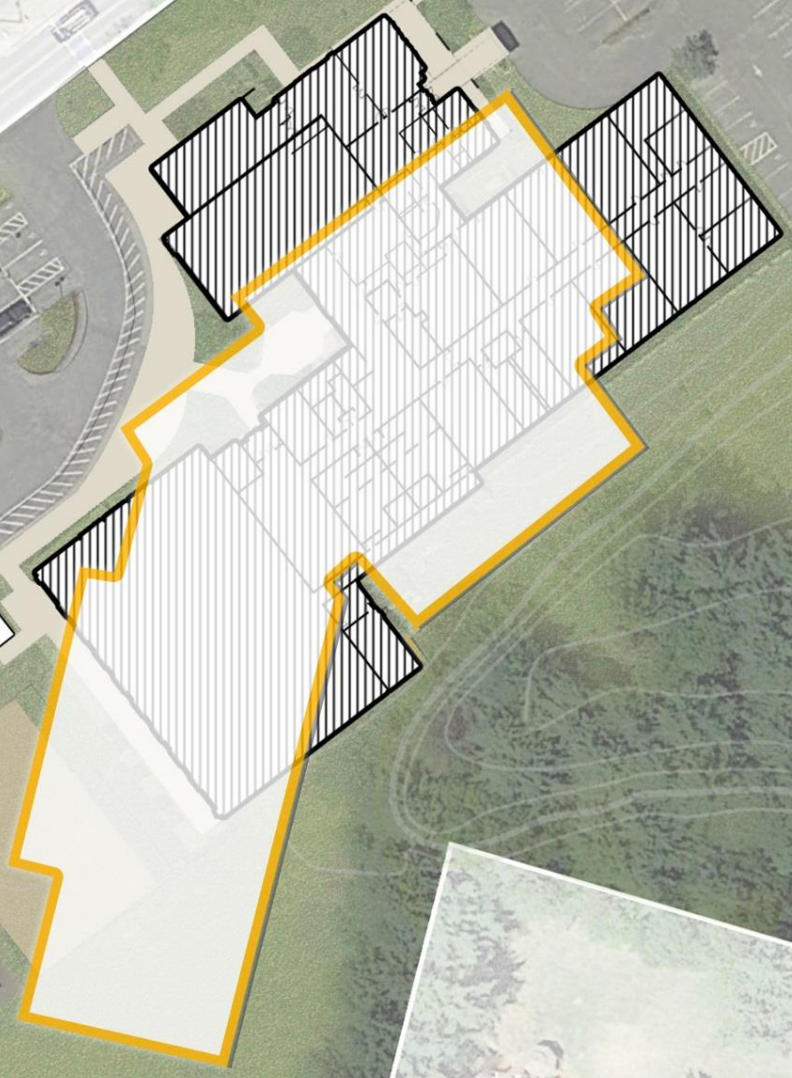
scenario 1

FAIRBANK ROAD



scenario 1

FAIRBANK ROAD

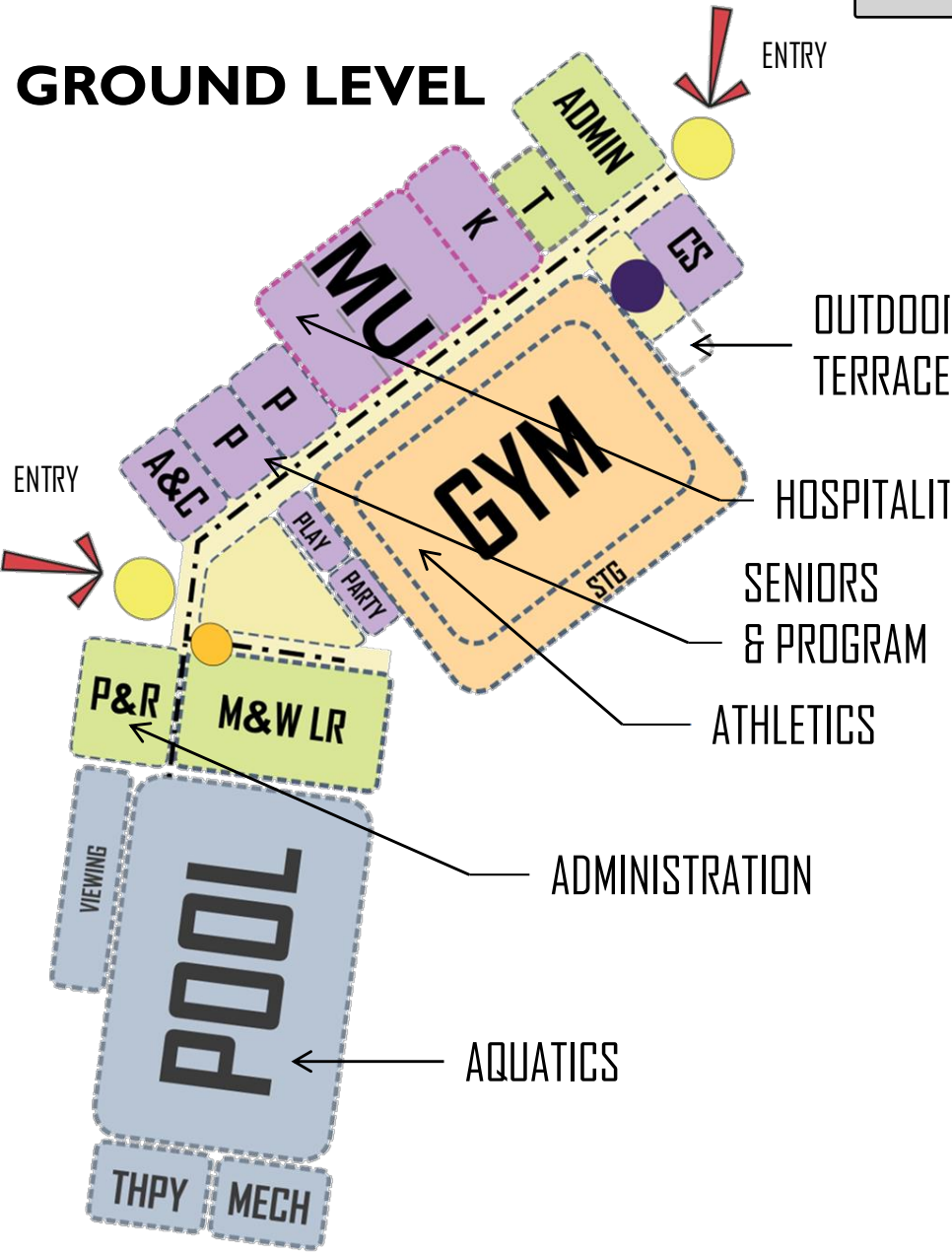


scenario 1

UPPER LEVEL



GROUND LEVEL



Attachment2.a: 17.12.18_PROS_BOS_revised (2580 : Fairbank discussion)

Facility Type	Comments	Project Cost
Scenario 1	Remodel Existing Senior Center, Cafetorium, Atkinson Pool & Boiler Room	* _{1,2} \$24,453,881 - \$26,651,135
Scenario 2	Remodel Atkinson Pool & Boiler Room	* _{1,2} \$27,857,753 - \$30,055,007
Scenario 3	New Facility	* _{1,2} \$33,631,788 - \$35,829,042

NOTES 1 and 2:

- 1) Total Project Cost which includes Project Hard and Soft Costs
- 2) Based on June 2017 Construction Cost. Allow 4% Escalation per Year thereafter.

capital cost

BUILDING PROGRAM BUDGET			
CORE PROGRAM COMPONENT / SPACE	NEW COMMUNITY CENTER PROPOSED AREA (NSF)	COST PER SF	COST
ATHLETICS	17,600	\$ 260.00	\$ 4,576,000.00
WELLNESS	4,400	\$ 300.00	\$ 1,320,000.00
AQUATICS	14,800	\$ 270.00	\$ 3,996,000.00
SENIOR & CULTURAL PROGRAMS	3,200	\$ 320.00	\$ 1,024,000.00
SENIOR& COMMUNITY PROGRAMS	1,600	\$ 320.00	\$ 512,000.00
HOSPITALITY	4,200	\$ 320.00	\$ 1,344,000.00
FACILITY ADMINISTRATION	1,600	\$ 310.00	\$ 496,000.00
COMMON SPACE	10,032	\$ 320.00	\$ 3,210,240.00
UTILITY SPACE	1,300	\$ 210.00	\$ 273,000.00
SUB-TOTAL	58,732	\$ 285.21	\$ 16,751,240.00
OPTIONAL PROGRAM COMPONENT / SPACE			
PARTY ROOM	600	\$ 320.00	\$ 192,000.00
INDOOR PLAY	800	\$ 350.00	\$ 280,000.00
THERAPY POOL	1,800	\$ 520.00	\$ 936,000.00
SUB-TOTAL	3,200	\$ 440.00	\$ 1,408,000.00
TOTAL	61,932	\$ 293.21	\$ 18,159,240.00

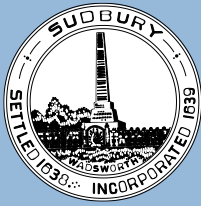
capital cost - 1

PROJECT COST (SCENARIO 2)	
CORE	
HARD COST	
SITE	\$ 1,100,000
BUILDING	\$ 16,751,240
CONTINGENCY	\$ 2,677,686
GENERAL CONTRACTOR	\$ 3,079,339
SUB-TOTAL	\$ 23,608,265
SOFT COST	
PROFESSIONAL SERVICE FEES	\$ 3,541,239.74
FF&E	\$ 708,247.95
SUB-TOTAL	\$ 4,249,488
TOTAL	\$ 27,857,753

capital cost - 1

PROJECT COST (SCENARIO 2)	
CORE WITH OPTIONAL	
HARD COST	
SITE	\$ 1,100,000
BUILDING	\$ 18,159,240
CONTINGENCY	\$ 2,888,886
GENERAL CONTRACTOR	\$ 3,322,219
SUB-TOTAL	\$ 25,470,345
SOFT COST	
PROFESSIONAL SERVICE FEES	\$ 3,820,551.74
FF&E	\$ 764,110.35
SUB-TOTAL	\$ 4,584,662
TOTAL	\$ 30,055,007

capital cost - 1



SUDBURY BOARD OF SELECTMEN

Tuesday, December 19, 2017

MISCELLANEOUS (UNTIMED)**3: Announce 2018 ATM**REQUESTOR SECTION

Date of request:

Requested by: Patty Golden

Formal Title: Announce that 2018 Annual Town Meeting will commence Monday, May 7, 2018 at 7:30 pm. The warrant period is now open. Articles for inclusion in the Annual Town Meeting Warrant are due to the Selectmen's office, 278 Old Sudbury Road, and are to be stamped in no later than 5:00 pm on Wednesday, January 31, 2018.

Recommendations/Suggested Motion/Vote: Announce that 2018 Annual Town Meeting will commence Monday, May 7, 2018 at 7:30 pm. The warrant period is now open. Articles for inclusion in the Annual Town Meeting Warrant are due to the Selectmen's office, 278 Old Sudbury Road, and are to be stamped in no later than 5:00 pm on Wednesday, January 31, 2018.

Background Information:

Financial impact expected:

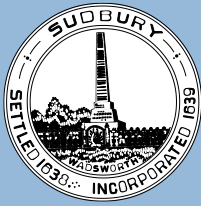
Approximate agenda time requested:

Representative(s) expected to attend meeting:

Review:

Patty Golden	Pending
Melissa Murphy-Rodrigues	Pending
Barbara Saint Andre	Pending
Robert C. Haarde	Pending
Board of Selectmen	Pending

12/19/2017 7:30 PM



SUDBURY BOARD OF SELECTMEN
Tuesday, December 19, 2017

4

MISCELLANEOUS (UNTIMED)

4: Continue fall town meeting discussion

REQUESTOR SECTION

Date of request:

Requestor: Selectman Brown

Formal Title: Review Fall Town Meeting 2017 and discuss possible vote to change Bylaw Article 1 Section 3 regarding date. (Continued from 12/5/17 meeting.)

Recommendations/Suggested Motion/Vote: Review Fall Town Meeting 2017 and discuss possible vote to change Bylaw Article 1 Section 3 regarding date. (Continued from 12/5/17 meeting.)

Background Information:
attached bylaw

Financial impact expected:n/a

Approximate agenda time requested:

Representative(s) expected to attend meeting:

Review:

Patty Golden	Pending
Melissa Murphy-Rodrigues	Pending
Barbara Saint Andre	Pending
Robert C. Haarde	Pending
Board of Selectmen	Pending

12/19/2017 7:30 PM

ARTICLE I

TOWN MEETINGS

SECTION 1. The Annual Town Elections shall be held on the last Monday in March at such place and time as the Selectmen may determine. Those elected at the Annual Town Election, with the exception of the Moderator, shall take office at the close of the Annual Town Meeting. The Moderator shall take office on the day after election, or as soon thereafter qualified for a term of three years.

SECTION 2. The Annual Business Meeting shall begin on the first Monday in May at such place as the Selectmen shall determine. The Selectmen, after a Public Hearing, may delay the start of the Annual Town Meeting for up to 7 days provided that they act no later than the last day in February preceding. All sessions of the meeting shall begin at 7:30 P.M. and, unless otherwise voted by two-thirds of those present and voting, shall be adjourned to 7:30 P.M. of the next Monday, Tuesday, or Wednesday, whichever comes first (legal holidays excluded), upon completion of the article under discussion at 10:30 P.M.; except that any such meeting shall be adjourned before that time if a quorum shall be declared to have been lost, or at 8:30 P.M. if a quorum has not been assembled by then.

SECTION 3. A Town Meeting shall be held on the third Monday in October at such place as the Selectmen shall determine. The Selectmen, after a public hearing, may schedule the start of the October Town Meeting up to and including 7 days earlier or 7 days later than the third Monday in October provided that they act no later than the last day in September preceding. All sessions of the meeting shall begin at 7:30 P.M., and, unless otherwise voted by two-thirds of those present and voting, shall be adjourned to 7:30 P.M. of the next Monday, Tuesday or Wednesday, whichever comes first (legal holidays excluded), upon completion of the article under discussion at 10:30 P.M.; except that any such meeting shall be adjourned before that time if a quorum shall be declared to have been lost, or at 8:30 P.M. if a quorum has not been assembled by then.

SECTION 4. The Selectmen shall cause a Warrant Report to be printed and distributed to the citizens of the Town at least seven days prior to commencement of the Annual Town Meeting and fourteen days prior to commencement of a Special Town Meeting. The Warrant Report will contain a copy of the articles as set forth in the official warrant, a summary of the intent and scope of each article prepared by the submitter, the report and recommendations of the Finance Committee, reports by other Town officials, boards or committees having an interest in a specific article, and supporting data such as maps and charts. The individual or group submitting information shall meet requirements for timing, format and brevity established by the Selectmen.

SECTION 5. Notice of every Town Meeting shall be given by posting a printed attested copy of the warrant therefor at the Town Hall at least seven days before the Annual Town Meeting and at least fourteen days before any Special Town Meeting.

To amend the Town of Sudbury Bylaws by removing Article 1 Section 3 and inserting in its place the following

Section 3. A Town Meeting shall be held during the months of **September**, October or November at such date, time and place as the Selectmen shall determine, unless the following applies.

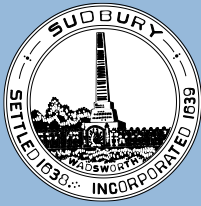
Each July, the Board of Selectmen shall discuss in public session whether a fall Town Meeting should occur. In the event, that the Board of Selectmen determines that a fall Town Meeting is not necessary, the Board of Selectmen shall hold a public hearing to determine whether a public need exists for the Fall Town Meeting. The public hearing shall be posted in accordance with the open meeting law. The Board of Selectmen shall also solicit input from the Town via email or mail for a period of one week before the public hearing.

Another option

Section 3. A Town Meeting shall be held during the months of **September**, October or November at such date, time and place as the Selectmen shall determine.

Current language

SECTION 3. A Town Meeting shall be held on the third Monday in October at such place as the Selectmen shall determine. The Selectmen, after a public hearing, may schedule the start of the October Town Meeting up to and including 7 days earlier or 7 days later than the third Monday in October provided that they act no later than the last day in September preceding. All sessions of the meeting shall begin at 7:30 P.M., and, unless otherwise voted by two-thirds of those present and voting, shall be adjourned to 7:30 P.M. of the next Monday, Tuesday or Wednesday, whichever comes first (legal holidays excluded), upon completion of the article under discussion at 10:30 P.M.; except that any such meeting shall be adjourned before that time if a quorum shall be declared to have been lost, or at 8:30 P.M. if a quorum has not been assembled by then.



SUDBURY BOARD OF SELECTMEN
Tuesday, December 19, 2017

5

MISCELLANEOUS (UNTIMED)

5: Selectmen's Goals

REQUESTOR SECTION

Date of request:

Requested by: Patty Golden

Formal Title: Discussion and possible vote on Selectmen's Goals from 12/4 meeting.

Recommendations/Suggested Motion/Vote: Discussion and possible vote on Selectmen's Goals from 12/4 meeting.

Background Information:
attached

Financial impact expected:none

Approximate agenda time requested:

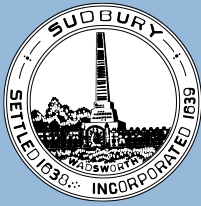
Representative(s) expected to attend meeting:

Review:

Patty Golden	Pending
Melissa Murphy-Rodrigues	Pending
Barbara Saint Andre	Pending
Robert C. Haarde	Pending
Board of Selectmen	Pending

12/19/2017 7:30 PM

Goal	Priority Level	Board Liason	Staff Liason	2018 deliverable
Capital Planning	High	Carty and Simon	Rodrigues and Keohane	Working toward a clearer process, larger capital budget and clarification, evaluation of committees, and better communication of capital plan, Bylaw Change
Lincoln-Sudbury High School Regional Agreement	High	Carty and Iuliano	Rodrigues	Working on a long term plan while incorporating Lincoln in the discussions to advance future exploration in an appropriate way
Fairbank Task Force	High	Brown	Rodrigues, Kelly, Galloway, McNamara	Finalize plan and fund design at May Town Meeting. Bring collaboration and build understanding between the stakeholders
SPS facility needs assessment/ administrative space for SPS	High	Carty and Iuliano	SPS, Rodrigues, Kelly	
Sewer (Route 20)	High	Haarde	Rodrigues, Donaghue, Nason	Explore revising design plan, potentially revisit conversations with Marlborough, funding sources, analysis of RE Taxes, etc.
Melone	High	Haarde	Rodrigues, Donaghue, Nason, Murphy	Work on process for decision on use?
Bruce Freeman Rail Trail/ CSX Rail Trail		Simon	Suedmeyer	
Communication		Vice-Chair	Rodrigues	
Eversource		Iuliano, Haarde, Simon	Rodrigues	ongoing litigation; keep tabs
Fire Station			Miles	
OPEB Liability			Keohane, Bilodeau	in process
Special Municipal employees		Brown	Jones	in process
Town Hall Reconstruction			Kelly	
Walkways			Nason, Keohane	
Senior Tax Exemption		Iuliano	Gerry	
Landham Road		Carty,	Nason, Suedmeyer	
Open Space Goal/Policy and Land Purchases			Planning	
Playgrounds			SPS School Committee	
Marijuana zoning/policy		Simon	Rodrigues, Nix, Donaghue	
Implementation of MS4		Brown	Rodrigues, Nason	
Update Selectmen Policies		Brown	Rodrigues	ongoing
Inclusionary Zoning			Planning Board, Donoghue	
Recreation Master Plan			Park and Recreation Commission, McNamara	
Sudbury Station		Iuliano	Rodrigues	in litigation
Vocational Education		Simon	Rodrigues	Membership in new district
Sudbury Senior Needs Assessment			Council on Aging, Galloway	
Town Master Plan			Planning Board, Donoghue	
ADA Transition Plan and Evaluation			Kelly, Bilodeau, Herweck	
Committee Evaluation and Recruitment			Rodrigues, Bilodeau	
Fall Town Meeting			Rodrigues	



SUDBURY BOARD OF SELECTMEN

Tuesday, December 19, 2017

MISCELLANEOUS (UNTIMED)**6: Update on SFPCCF**REQUESTOR SECTION

Date of request:

Requestor: Selectman Dan Carty

Formal Title: Selectman Carty to provide update on Strategic Financial Planning Committee for Capital Funding

Recommendations/Suggested Motion/Vote: Selectman Carty to provide update on the Strategic Financial Planning Committee for Capital Funding

Background Information:

On behalf of the SFPCCF, Dan Carty will give an update of what the next few weeks looks like. The committee came up with a 'short term' recommendation for the CIAC but plans on getting a longer term recommendation together in January.

Financial impact expected:

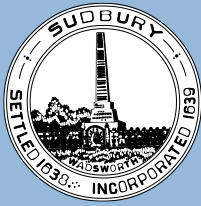
Approximate agenda time requested:

Representative(s) expected to attend meeting:

Review:

Patty Golden	Pending
Melissa Murphy-Rodrigues	Pending
Barbara Saint Andre	Pending
Robert C. Haarde	Pending
Board of Selectmen	Pending

12/19/2017 7:30 PM



SUDBURY BOARD OF SELECTMEN
Tuesday, December 19, 2017

MISCELLANEOUS (UNTIMED)

7: Citizen's Comments (cont)

REQUESTOR SECTION

Date of request:

Requested by: Patty Golden

Formal Title: Citizen's Comments (cont)

Recommendations/Suggested Motion/Vote:

Background Information:

Financial impact expected:

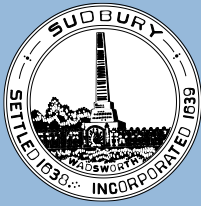
Approximate agenda time requested:

Representative(s) expected to attend meeting:

Review:

Patty Golden	Pending
Melissa Murphy-Rodrigues	Pending
Barbara Saint Andre	Pending
Robert C. Haarde	Pending
Board of Selectmen	Pending

12/19/2017 7:30 PM



SUDBURY BOARD OF SELECTMEN

Tuesday, December 19, 2017

8

MISCELLANEOUS (UNTIMED)

8: Discuss Upcoming Agenda Items

REQUESTOR SECTION

Date of request:

Requested by: Patty Golden

Formal Title: Discuss Upcoming Agenda Items

Recommendations/Suggested Motion/Vote:

Background Information:

Financial impact expected:

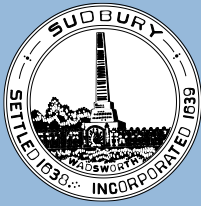
Approximate agenda time requested:

Representative(s) expected to attend meeting:

Review:

Patty Golden	Pending
Melissa Murphy-Rodrigues	Pending
Barbara Saint Andre	Pending
Robert C. Haarde	Pending
Board of Selectmen	Pending

12/19/2017 7:30 PM

**SUDBURY BOARD OF SELECTMEN**

Tuesday, December 19, 2017

CONSENT CALENDAR ITEM**9: Reappointment of HDC member: Fred Taylor****REQUESTOR SECTION**

Date of request:

Requestor: Fred Taylor Chair, Historic Districts Commission

Formal Title: Vote to reappoint Frederick Taylor, 38 Cider Mill Rd, to the Historic Districts Commission for a term ending January 1, 2023, as requested by Fred Taylor, Chair, in an email dated December 1, 2017.

Recommendations/Suggested Motion/Vote: Vote to reappoint Frederick Taylor, 38 Cider Mill Rd, to the Historic Districts Commission for a term ending January 1, 2023, as requested by Fred Taylor, Chair, in an email dated December 1, 2017.

Background Information:

All appointments to the HDC are for a 5-year term effective January 1. This term expires January 1, 2018.

Financial impact expected:

Approximate agenda time requested:

Representative(s) expected to attend meeting:

Review:

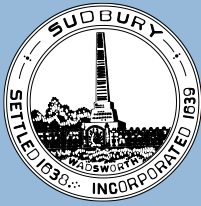
Patty Golden	Pending
Melissa Murphy-Rodrigues	Pending
Barbara Saint Andre	Pending
Robert C. Haarde	Pending
Board of Selectmen	Pending

12/19/2017 7:30 PM

From: Fred Taylor
Sent: Friday, December 01, 2017 8:46 AM
To: Selectmen's Office
Subject: Re: HDC Term Expiration

Hi Leila, yes, I would like to serve another term. Thanks. Fred

Attachment9.a: HDC_Taylor_Reappointment (2578 : Reappointment of HDC member: Fred Taylor)



SUDBURY BOARD OF SELECTMEN

Tuesday, December 19, 2017

CONSENT CALENDAR ITEM**10: Minutes approval**REQUESTOR SECTION

Date of request:

Requested by: Patty Golden

Formal Title: Vote to approve the regular session minutes of 11/28/17 and 12/5/17.

Recommendations/Suggested Motion/Vote: Vote to approve the regular session minutes of 11/28/17 and 12/5/17.

Background Information:
attached draft

Financial impact expected:

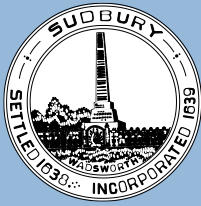
Approximate agenda time requested:

Representative(s) expected to attend meeting:

Review:

Patty Golden	Pending
Melissa Murphy-Rodrigues	Pending
Barbara Saint Andre	Pending
Robert C. Haarde	Pending
Board of Selectmen	Pending

12/19/2017 7:30 PM



SUDBURY BOARD OF SELECTMEN

Tuesday, December 19, 2017

CONSENT CALENDAR ITEM**11: Approve Cleaning contract**REQUESTOR SECTION

Date of request:

Requestor: Facilities director Jim Kelly

Formal Title: Vote to approve award of contract by the Town Manager for cleaning services for the DPW/Highway buildings to Complete Industrial Cleaning, Inc. for the period January 1, 2018 through June 30, 2019.

Recommendations/Suggested Motion/Vote: Vote to approve award of contract by the Town Manager for cleaning services for the DPW/Highway buildings to Complete Industrial Cleaning, Inc. for the period January 1, 2018 through June 30, 2019.

Background Information:

Bids for contracted cleaning of the DPW & Highway buildings were solicited. The lowest bid for the 18 month cleaning contract exceeded the threshold of \$25,000/yr (\$2,560/mo) for award of contracts by the Town Manager and requires a vote of the Board of Selectmen. (attached contract documents and scope of work)

Financial impact expected: budgeted item

Approximate agenda time requested:

Representative(s) expected to attend meeting:

Review:

Patty Golden	Pending
Melissa Murphy-Rodrigues	Pending
Barbara Saint Andre	Pending
Robert C. Haarde	Pending
Board of Selectmen	Pending

12/19/2017 7:30 PM



Town of Sudbury

Facilities Department

275 Old Lancaster Road
Sudbury, MA 01776
978-440-5466; Fax 978-440-5404
facilities@sudbury.ma.us

James F. Kelly, Facilities Director

TO: Melissa Murphy-Rodrigues, Town Manager
FROM: James Kelly, Facilities Director
RE: Quotes for DPW/Highway Cleaning Contract
DATE: December 5, 2017

Attached is the evaluation sheet for the three quotes we received for contracted cleaning services at the DPW and Highway Buildings for the period January 1, 2018 through June 30, 2019. We would like to accept the low bid received from Complete Industrial Cleaning for \$2,560/month.

Contract documents with scope of work are also attached.

Attachment 11.a: Consent contracted cleaning for DPW bldg (2579 : Approve Cleaning contract)

Record and Evaluation of Quotations				
Department: <i>Facilities</i>		Requisition No.:		
		P.O. No.:		
Purchase Description and Contract Terms: <i>Contracted Cleaning Services at DPW & Highway Bldgs.</i>				
Quantities (check one): Estimated <input type="checkbox"/> Actual <input type="checkbox"/> <i>Per MGL C.30B</i>				
Quality Requirements: <i>See attached Scope of work</i>				
Vendors Contacted	Quantity	Unit Price	Total Price	Met Quality Requirements
Company 1: <i>AM/PM</i>		<i>3,123.00/</i>		Yes <input type="checkbox"/>
Contact <i>Alan Krivelow</i>		<i>month</i>		
Address <i>295 Weston St, Waltham</i>				
Email				No <input type="checkbox"/>
Telephone <i>800-696-2676</i>				
Solicited by: <i>Jim Kelly</i> Date: <i>11/16/17</i>				
Notes				
Company 2: <i>CleanCo</i>		<i>2,645.00/</i>		Yes <input type="checkbox"/>
Contact <i>Jack Hausworth</i>		<i>month</i>		
Address <i>318 Bear Hill Rd, Waltham</i>				
Email				No <input type="checkbox"/>
Telephone				
Solicited by: <i>Jim Kelly</i> Date: <i>11/17</i>				
Notes				
Company 3: <i>Complete Industrial Cleaning</i>		<i>2,560.00/</i>		Yes <input type="checkbox"/>
Contact <i>Paul Roughsedge</i>		<i>month</i>		
Address <i>80 New Salem St, Waburn</i>				
Email				No <input type="checkbox"/>
Telephone				
Solicited by: <i>Jim Kelly</i> Date:				
Notes				
Recommendation:				
Name:		Signature:		
Department:		Date:		

Attachment 11.a: Consent contracted cleaning for DPW bldg (2579 : Approve Cleaning contract)

TOWN of SUDBURY
GENERAL CONDITIONS
CONTRACTED CLEANING SERVICES

The Town of Sudbury intends to award a contract for contracted cleaning services for the Department of Public Works Building and the Highway Building.

1.0 Contract Term

The contract shall be for an 18 (eighteen) month term commencing January 1, 2018 through June 30, 2019.

2.0 Information and Walkthrough

Floor plans are not available. If you would like to walk through the buildings, contact Jim Kelly, 978-440-5466 to schedule an appointment.

3.0 Qualifications

3.1 Companies, partnerships and corporations must be presently engaged in the field of professional cleaning services and have five (5) years experience in providing professional cleaning services and a demonstrated ability to perform the contracted cleaning services required by these specifications. **Cleaners employed must be direct employees, not sub-contracted.** Demonstrated ability shall be established by current references of professional cleaning jobs similar in size and scope of the work to be performed pursuant to this contract. Bidders Eligibility and Qualification sheet and company resume shall be enclosed in the bid submittal.

3.2 Contractors are required to submit a "Company Resume" which will contain information relative to the organization of the bidder's cleaning service business, including date of incorporation, organization, headquarters, field offices, size, work force, management structure, benefits, training programs and union information.

3.3 Contractors must have the ability to assign the same full-time person to work sites on a daily basis and to assign a regular supervisor to the sites to serve as liaison.

4.0 Scope of Work

4.1 The following is the address of the two buildings to be cleaned:

DPW Offices & Highway Building – 275 Old Lancaster Road

4.2 The scope and frequency of cleaning services applicable to the building areas are shown under Scope of Services. The Contractor shall comply with the latest industry standards. All cleaning procedures shall be in strict accordance with manufacturers' directions and warnings, OSHA and EPA standards, and all Federal, State and Local laws.

4.3 Cleaning services as outlined in the Scope of Services are required when portion of the building are in use. Cleaning of these portions should be undertaken at the completion of the use or as otherwise agreed with the Facilities Director.

4.4 The Contractor's regularly scheduled employee shall be required to work on regularly scheduled days or when the building areas are closed due to a snow storm, unless notified by the Facilities Director. The Facilities Director will immediately notify the Contractor of emergency closing decisions requiring a scheduling change for the regularly scheduled employee.

4.5 Cleaning services apply to offices, public areas, service desks and counter areas, hallways, staff lounges, staff work areas, lobbies and entrance ways (exterior and interior), and restrooms. The Contractor shall be responsible for the proper cleaning of these areas of the buildings.

4.6 Any and all adjustments to regularly scheduled work must be approved in advance in writing and signed by the Facilities Director.

4.7 The Contractor shall properly dispose of trash and paper recycling in the dumpster or paper recycling stations provided.

4.8 The Contractor shall be responsible for all permits, fees, and licenses necessary for the proper execution of the required work.

4.9 The Town of Sudbury's responsibilities listed below are not considered part of the contract, and, as such, the Contractor is not responsible for these duties:

Monitoring:

- Receipt and delivery of goods
- Maintenance and repairs
- Utilities
- Smoke and fire alarms
- Fire extinguishers
- Clocks
- Pest Control

Landscaping

Snow removal and sanding.

4.9 It is understood and agreed that only the highest standards of cleanliness are acceptable and are to be maintained; that the specifications are not construed as absolutely complete; but all items not included and considered necessary to properly clean the building shall be construed as part of the specifications. **The Contractor shall be required to redo, at his/her own expense, any work not done according to the schedule; any work in relation to which there shall be doubt or discrepancy; any work done in accordance with verbal instructions not confirmed in writing; or any work done in violation of the law or public authority. In the event that work has been done improperly, the Facilities Director shall have the right to demand immediate corrective action on the part of the Contractor, or have the condition corrected by whatever means necessary and deduct the costs from the monthly invoice.**

5.0 Hours and Conditions of Work

5.1 The cleaning schedule is shown on page 7 (Scope of Services). The Town reserves the right to change the hours for any reason. The Contractor shall be flexible, within reason, so as to alter schedules per the request of the Facilities Director.

5.2 The cleaning shall be accomplished between the hours set forth in the schedule under Labor on page 7.

5.3 Offices are closed on all holidays and during certain emergencies. Scheduling and payment for these days should be discussed with the Facilities Director.

6.0 Supervision and Personnel

6.1 The Contractor acknowledges and agrees that it is responsible as an independent contractor for all services provided under this contract and for all the acts of its employees from and against all claims, damages, losses and expenses, including attorney's fees arising out of, or resulting from, the performance of the services to be performed under this contract, to the extent that any such claim, damage, loss, or expense: (1) is attributable to the destruction of tangible property, including the loss of use resulting there from, and (2) is caused in whole or in part by any negligent or willful act or omission of the Contractor, any of the Contractor's employees or agents, or anyone for whose acts the Contractor may be liable, except to the extent any such claim, damage or loss of expense is caused in part by a party indemnifiable hereunder.

6.2 At the conclusion of each shift, the Contractor's employee must make a detailed inspection of the premises and inform the Facilities Director, or his designee, of any discrepancies from routine work (with explanations), such as, property not serviceable or in operating condition, and supplies needed.

6.3 The Contractor shall have available a sufficient number of personnel, properly trained in contracted cleaning, for absences and emergencies. **Cleaners employed must be direct employees, not sub-contracted.** The Contractor shall assign regularly scheduled employees to town buildings. Repeated turnover in the employees assigned shall be considered in violation of this contract. Contractor will comply with all federal and state laws for verifying eligibility of employees for work.

6.4 The Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religious creed, national origin, sex, age or ancestry in connection with the performance of the services under this Agreement. The Contractor further agrees that it will comply with all laws, local by-laws, and rules and regulations of the Massachusetts Department of Labor and all other regulatory bodies having jurisdiction.

6.5 All employees shall be neat in appearance and business like in demeanor and wear company uniforms or attire such as a shirt with the company name. Town will provide ID tag that must be worn during working hours.

6.6 The town reserves the right to demand a change of personnel at any time.

6.7 No smoking is allowed within town buildings. Walkmans and other portable listening devices are not permitted.

6.8 Contractor employees shall not disturb papers on desks, open drawers or cabinets, use telephones (without permission), radios, television sets or computer equipment or tamper with personal or public property.

6.9 Contractor employees shall schedule and carry out duties in a manner which creates the least amount of disturbance for employees.

7.0 Equipment and Supplies

Equipment must be approved for use in town facilities to insure it is adequate for commercial use. The vacuums, mops, buckets, brooms and accessories to clean must be kept on site and are available for town inspection when requested. Items include vacuums, mops, brooms and dusters. Contractor's property brought onto the premises shall be properly inscribed.

Storage space is provided in the building for supplies and equipment. Equipment and supplies must be stored properly and kept in order. Paper products, soaps for dispensers and plastic trash liners shall be the responsibility of the Town.

8.0 **Security and Safety**

8.1 The Contractor shall be responsible for all costs incurred in the event that the Contractor fails to follow the required security procedures as specified herein and as may be further specified in writing prior to the execution of the contract, including losses incurred as a result of theft and vandalism, changing locks and keys, etc.

8.2 The Contractor's employee(s) shall be responsible for security password and keys. The Contractor's employees shall enter and leave by assigned doorways. Under no conditions shall keys be duplicated by the Contractor or his employees.

8.3 Town employees are responsible for officially opening and closing the building areas to the public - unlocking and locking all exterior doors at the beginning and end of each day. The Contractor shall keep all exterior doors locked when the buildings are unoccupied. He shall not open any doors for purposes other than cleaning, unless otherwise notified by the Facilities Director. Any property damaged by the Contractor in carrying out the provisions of this contract shall be restored to its original condition by and at the expense of the Contractor.

8.4 The Contractor's employee(s) are not to permit anyone to enter the building before or after normal open hours unless specifically authorized by Town officials.

8.5 The Contractor's employees shall be trained in first safety procedures and first aid. Flammables must be stored in safety cabinets as directed by the Facilities Director.

8.6 The Contractor or his employee(s) shall inspect the areas of the building for which he is responsible for cleaning to ensure that they are free of hazards and, if not, report same to the Facilities Director if unable to remedy the situation.

9.0 **Payment for Services**

9.1 The cost of the base bid should be broken down for monthly costs.

9.2 The Town shall pay the Contractor within 30 days of receipt of an invoice for services rendered in the preceding month. The Contractor shall be required to document the days on which work was performed by the submission of daily check sheets. The check sheets shall be in a form acceptable to the Facilities Director.

9.3 The Town reserves the right to adjust the invoice to offset the cost to have the work done by other means. In the event that the Facilities Director, determines that required work has not been performed or has not performed according to these specifications, the Contractor shall be notified of the deficiency and given an opportunity to correct the same at no additional cost to the Town. If the work is not performed within 24 hours of said request to correct the deficiency, or such other amount of time as the parties agree to in writing, then the Town shall have the right to perform the work using its own personnel or other means and deduct the cost of same at the contractor's hourly rate as stated in the bid.

10.0 **Insurance**

10.1 The Contractor shall, within fifteen (15) days of notification of the award of the contract, provide the town with a Certificate of Insurance, with the amounts and arrangement of coverage as specified in this section, which insurance shall be maintained at all times during the

term of the contract. Failure to provide or maintain such insurance shall be grounds for termination.

10.2 The Certificate of Insurance shall provide Public Commercial General Liability coverage for bodily injury and property damage, with a minimum of \$100,000 per occurrence and \$300,000 aggregate, or separate bodily injury and property damage coverage each with the limits specified above. The arrangement of coverage shall specify each of the following: Premises/Operations; Contractual; and Products/Completed Operations. The Certificate shall state the location of the Fairbank Center Complex, and shall name the Town of Sudbury as an additional insured.

10.3 The Certificate of Insurance shall provide Automobile Liability Insurance with bodily injury coverage in the amount of \$100,000 per person, \$300,000 per occurrence; and property damage coverage in the amount of \$250,000 per occurrence. The arrangement of coverage shall specify all owned, leased or hired vehicles of the Contractor.

10.4 The Certificate of Insurance shall provide Worker's Compensation coverage in the amounts required by Massachusetts' Law, and Coverage B in the amount of at least \$500,000.

10.5 The Contractor agrees to guarantee and indemnify the Town of Sudbury against all damages or loss the town may incur or sustain by or through the misconduct or negligence of any agent, servant or employee of the Contractor during the performance of services required by this contract. The Contractor further agrees to maintain adequate insurance to ensure compliance with the above provision.

11.0 **Termination**

11.1 In the case of failure by the Contractor to meet the standards of cleaning specified or to abide by the terms and conditions herein as evidenced by three (3) warnings in writing during any 12 month contracted period, the Town shall have the right to declare the contract terminated by giving thirty (30) days written notice, and to pursue any remedies provided by the contract or at law or in equity.

11.2 In the event that the Contractor undergoes dissolution, termination, of existence, insolvency, appointment of a receiver of any property of, assignment for the benefit of creditors by, or commencement of a proceeding under any bankruptcy or insolvency laws by or against the Contractor or any guarantor of the Contractor, the Town shall have the right to declare the contract terminated and to pursue any remedies provided by the contract or at law or in equity.

11.3 Failure of the Town to pursue its remedies at the time of the commission of a breach of contract by the Contractor will not act as a waiver of the town's right to pursue said remedies at a later time.

11.4 The exercise of each option to renew shall be contingent upon the appropriation of sufficient funds for the fiscal year then in effect. The Town shall terminate the contract in the event that sufficient funds are not appropriated to fund the contract for any such period.

12.0 **Assignment**

The Contractor's duties and obligations under the contract shall not be assigned or subcontracted to another party without the written consent of the Facilities Director. The contract shall be binding on the heirs, personal representatives, successors, and assignees of the Contractor.

13.0 Governing Law

The Contractor shall comply with all ordinances of the Town of Sudbury, General Laws and Regulations of the Commonwealth of Massachusetts, Federal Laws and Regulations and Interstate Commerce Commission Rules and Regulations, and all regulations authorized by law, applicable to the provisions of such contract. Any disputes that arise under the contract shall be determined in accordance with Massachusetts law.

14.0 Severability

The provisions of this contract are severable. If any provision herein is found unenforceable, the remaining provisions shall remain in full force and effect.

SPECIFICATIONS/SCOPE OF SERVICES

- CONTRACTOR TO PROVIDE ALL LABOR, CLEANING COMPOUNDS (MSDS required to be posted on site) AND MAINTENANCE EQUIPMENT.
- THE TOWN TO SUPPLY PAPER PRODUCTS, SOAPS FOR DISPENSERS AND PLASTIC TRASH LINERS.

LABOR

CONTRACTOR TO PROVIDE EMPLOYEES EXPERIENCED IN ALL ASPECTS OF COMMERCIAL CLEANING AS OUTLINED IN THE SPECIFICATIONS BELOW.

CONTRACTOR TO ASSIGN REGULAR SUPERVISOR TO THE SITES TO SERVICE AS LIAISON

DPW & Highway Offices – Mon-Fri (completed before 7 a.m. or started after 4 p.m.)

DEPARTMENT OF PUBLIC WORKS BUILDING

Schedule

Frequency – Monday through Friday (5) evenings per week, before 7 a.m. after 4 p.m.

- All offices
- Lower level bathroom
- Stairs and landing from office floor to garage
- Floors and carpets throughout main building
- Mens/Womens Room
- Conference Room
- Kitchen
- Copy Room
- Exterior walk at front of building from door to parking lot swept daily.
- Three vestibule areas

HIGHWAY OFFICES

Schedule

Frequency – Monday through Friday (5) evenings per week, before 7 a.m. after 4 p.m.

- Front entrance, reception desk, floors and carpets
- Offices on first floor
- Mens/Womens room first floor
- Workers Lounge and break rooms first floor
- 2nd Floor in its entirety
- Kitchen, locker rooms, bathrooms, shower and bunk room
- Office
- Employee break room on mezzanine, above rear garage

SCHEDULE OF SERVICES DAILY

1. **TRASH REMOVAL:** Wastebaskets emptied. Soiled trash liners replaced. Trash gathered and removed to the dumpster.
2. **RECYCLING BASKETS:** Recycling baskets emptied and removed to single stream recycling dumpster.
3. **DUSTING/POLISHING:** Office and work areas – desks, file cabinets, shelving units, tables, counter tops, computer terminals – lightly dusted. Public seating areas lightly dusted. Window sills, ledges, baseboards, moldings and other woodwork lightly dusted. Window blinds dusted as needed. Cobwebs removed.
4. **BATHROOMS:** Cleaned and disinfected including sinks, urinals, and toilets. Mirrors cleaned and polished. Partitions cleaned; tops kept dust free. Doors, light switch areas spot cleaned. Tiled floors washed using germicidal solution. Female sanitary receptacles emptied and waxed liners replaced. Dispensers refilled as needed. Cobwebs removed.
5. **SHOWERS AND LOCKER ROOMS:** Fixtures cleaned and disinfected. Ceramic tile flooring swept/vacuumed and washed with germicidal solution. Showers washed down with germicidal solution-scoured as necessary. Floor drain traps cleared of hair and other debris. Clean shower stools to remove any soap or mildew buildup. During the winter months, sweep/vacuum sand from locker rooms before washing floors.
6. **STAIRWAYS/LANDINGS/HALLWAYS -** Vacuumed and washed. Railings kept dust free. Cobwebs removed.
7. **HARD FLOOR SURFACES:** Vinyl composition tile, sheet linoleum, dry mopped with treated mop head and washed twice weekly
8. **CARPETING:** All carpets vacuumed. Edges kept clean using crevice tool attachment.
9. **KITCHENETTES:** Sinks cleaned and polished. Counter tops, refrigerator doors, tables cleaned and kitchen cabinets wiped down. Chairs neatly arranged. Floors vacuumed and washed and polished as needed. Dispensers refilled as needed.
10. **GLASS:** Entrance(s) door glass, interior partition glass, and service desks' glass spot cleaned for dirt, smudges, fingerprints, etc.
11. **DRINKING FOUNTAINS;** cleaned, polished and disinfected
12. **BUILDING ENTRANCES (exterior and interior):** vacuum vestibule, sweep exterior sidewalk at front entrance daily.
13. **WALLS:** Clean wall surfaces in stairways and entrances and hallways when necessary.

TAX COMPLIANCE CERTIFICATE

Pursuant to General Laws Chapter 62C Section 49A, the undersigned certifies under the pains and penalties of perjury that COMPLETE INDUSTRIAL CLEANING INC. is in compliance with
(name of contractor)

the laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

Paul Rousselle
Signature

PAUL ROUSSELE
Print Name

President
Title

Attachment 11.a: Consent contracted cleaning for DPW bldg (2579 : Approve Cleaning contract)

CERTIFICATE OF NON-COLLUSION

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.

Complete Industrial Cleaning Inc.
Signature of Individual, or Corporation Name

By: PAUL ROUGHSESSER President
Corporate Officer & Title (if applicable)

(Signature)

Attachment 11.a: Consent contracted cleaning for DPW bldg (2579 : Approve Cleaning contract)

CLEANING AGREEMENT – DPW & Highway Buildings

This Agreement is entered into this day of _____, by and between the Town of Sudbury, hereinafter "Town" and COMPLETE INDUSTRIAL CLEANING INC., with an address 80 NEW SALEM STREET, hereinafter "Contractor".
WAKEFIELD, MA 01880

WHEREAS the Town has solicited quotations based on the Scope of Work for cleaning the DPW and Highway Buildings. _____ was the lowest quotation received on _____.

NOW THEREFORE the parties agree as follows:

1. This agreement is for the eighteen (18) month period January 1, 2018 through June 30, 2019.
2. Incorporated by reference herein are the General Conditions and Specifications/Scope of Services, and all other Contract Documents.
3. The Contractor has provided evidence of insurance as required prior to commencing work under this contract and shall maintain such insurance throughout the contract period.
4. The Contractor shall provide all labor, supplies, and equipment in accordance with the Specifications/Scope of Services and shall adhere to the schedule contained therein.
5. The Town shall pay the Contractor the rate of \$2560 (_____ dollars) per month.
6. The Contractor acknowledges that he understands all of the terms and conditions stated in the Contract Documents and has inspected the various work sites.
7. The Contractor will indemnify and hold the Town harmless for all injuries, damages, actions or causes of action caused by, its agents, servants, employees or subcontractors.

WITNESS our hands and seals this _____ day of _____, 2017.

CONTRACTOR


Paul J. Pessio

TOWN OF SUDBURY

Mellissa Murphy-Rodrigues
Town Manager

Approved as to availability of funds

Town Accountant

Attachment 11.a: Consent contracted cleaning for DPW bldg (2579 : Approve Cleaning contract)

CERTIFICATE OF VOTE

I, ANNA ROUGHSEAGE, Clerk of COMPLETE TRANSITIONAL CLEANING INC., hereby certify that at a meeting of the Board of Directors of said Corporation duly held on 3/27, 2007, at which a quorum was present and voting throughout, the following vote was duly passed and is now in full force and effect:

"VOTED: That PAUL ROUGHSEAGE (name of Officer authorized to sign for Corporation) be and he/she is authorized, directed and empowered for, in the name and on behalf of this Corporation, to sign, seal with the corporate seal, execute, acknowledge and deliver all contracts, bonds and other obligations of the Corporation; the execution of any such contract, bond or obligations by said PAUL ROUGHSEAGE (name of Officer) to be valid and binding upon this Corporation for all purposes, and that a certificate of the Clerk of the Corporation for all purposes, and that a certificate of the Clerk of the Corporation setting forth this vote shall be delivered to the Town of Sudbury; and that this vote shall remain in full force and effect unless and until the same has been altered, amended or revoked by a subsequent vote of such Directors and a certificate of such later vote attested by the Clerk of this Corporation is delivered to the Town of Sudbury."

I further certify that PAUL ROUGHSEAGE (Name of Officer) is the duly elected PRESIDENT (Title) of said Corporation.

Signed: Anna Roughseage
Clerk/Secretary

COMPLETE TRANSITIONAL CLEANING INC.
Place of Business

Date of Contact

AFFIX CORPORATE SEAL

COUNTERSIGNATURE

Name and Title of Officer

In the event that the Clerk or Secretary is the same person as the Officer authorized to sign the Contract or other instrument for the Corporation, this certificate must be countersigned by another Officer of the Corporation.