



SUDBURY SELECT BOARD
TUESDAY JANUARY 23, 2024
7:00 PM, ZOOM

Item #	Time	Action	Item
	7:00 PM		CALL TO ORDER
			Opening remarks by Chair
			Reports from Town Manager
			Reports from Select Board
			Public comments
CONSENT CALENDAR			
1.		<i>VOTE</i>	Vote to approve award of contract by the Town Manager upon receipt of a favorable and acceptable bid for cleaning services at the Fairbank Community Center.
2.		<i>VOTE</i>	Vote whether to grant a Special Permit to the Sudbury Companies of Minute and Militia, to hold the annual Parade to Commemorate Patriot's Day on Friday April 19, 2024, from 5:30 A.M. through approximately 12:30 P.M., subject to Police Department safety requirements, Proof of Insurance Coverage and the assurance that any litter will be removed at the parade's conclusion.
3.		<i>VOTE</i>	Vote to accept a \$3,000 donation from a former Sudbury resident to the Contributions and Donations account toward perpetual care of Town Cemeteries.
4.		<i>VOTE</i>	Vote to approve award of contract by the Town Manager, pursuant to approval of Article 27 of the 2023 Annual Town Meeting, to Alpha Facilities Solution, LLC, for the provision of services relative to the municipal building space inventory study and management for facilities with the Town of Sudbury in the amount of \$238,018; and to act on anything relative thereto.
5.		<i>VOTE</i>	Vote to accept a federal grant in the amount of \$26,500 awarded by the Food and Drug Administration (FDA) to the Sudbury Health Department for the purpose of meeting the 9 voluntary FDA Retail Program Standards, as requested by Vivian Zeng, Health Director.
MISCELLANEOUS (UNTIMED)			
6.		<i>VOTE</i>	Discussion on Camp Sewataro financials with Scott Brody, Director.

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. Some items may be taken out of order or not be taken up at all. The Chair will strive to honor timed items as best as possible. The Chair reserves the right to accept public comment on any item and may establish time limits.

Item #	Time	Action	Item
7.		<i>VOTE</i>	Update on status and next steps on the proposed firearms business use zoning bylaw (continued from 1/9/24 meeting).
8.		<i>VOTE</i>	Discussion on potential 2024 Annual Town Meeting articles to be submitted by the Select Board, and also authorize the Town Manager to submit articles on behalf of the Select Board.
9.		<i>VOTE</i>	Discussion and vote whether to use \$17,000 of ARPA funds toward Town match of Community Transit grant.
10.			Discussion on Town Manager Evaluation Process
11.			Discussion on DEI Commission Status and Mission
12.			Discuss topics to be assigned for Winter 2024 - Select Board newsletter.
13.		<i>VOTE</i>	Discussion and vote on submission to 2023 Annual Town Report.
14.			Acknowledge and discuss Open Meeting Law complaint against Select Board member Charles Russo dated January 17, 2024, filed by resident Leonard Simon; and review and discuss responses to complaint.
15.		<i>VOTE</i>	Vote to review and possibly approve open session minutes of 12/19/23.

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. Some items may be taken out of order or not be taken up at all. The Chair will strive to honor timed items as best as possible. The Chair reserves the right to accept public comment on any item and may establish time limits.



SUDBURY SELECT BOARD
Tuesday, January 23, 2024

CONSENT CALENDAR ITEM

1: Approve Fairbank cleaning contract

REQUESTOR SECTION

Date of request:

Requestor: Sandra Duran, Combined Facilities Director

Formal Title: Vote to approve award of contract by the Town Manager upon receipt of a favorable and acceptable bid for cleaning services at the Fairbank Community Center.

Recommendations/Suggested Motion/Vote: Vote to approve award of contract by the Town Manager upon receipt of a favorable and acceptable bid for cleaning services at the Fairbank Community Center for the period commencing in December 2023 through June 30, 2025, with an optional year extension, as requested by Sandra Duran, Combined Facilities Director.

Background Information:

Bid documents for Fairbank Community Center cleaning services with the exception of the pool have been developed by the Combined Facilities Director for the opening and use of the new building commencing December 18, 2023 through June 30, 2025, with an option to extend for an additional year. *This was originally presented to the Select Board for approval at November 28th meeting but held for additional information.*

see attached documents

Financial impact expected: budgeted item

Approximate agenda time requested:

Representative(s) expected to attend meeting:

Review:

Select Board Office	Pending
Town Manager's Office	Pending
Town Counsel	Pending
Select Board	Pending
Select Board	Pending

01/23/2024 7:00 PM

TOWN OF SUDBURY
CUSTODIAL CLEANING SERVICES – FAIRBANK COMMUNITY CENTER
Addendum No. 01

To: All Plan Holders

Date: December 4, 2023

Project Name: CONTRACTED CLEANING AND LIGHT MAINTENANCE SERVICES
 40 Fairbank Road, Sudbury, MA 01776

This Addendum forms part of the Contract Documents and modifies the original **GENERAL CONDITIONS CONTRACTED CLEANING AND LIGHT MAINTENANCE SERVICES** dated November 20, 2023 as noted below.

Acknowledge receipt of this Addendum after paragraph C of the Bid Form. Failure to do so will subject the Bidder to disqualification.

This Addendum consists of two (2) pages. There are three (3) attachments.

The questions below were received by the Town of Sudbury's Facilities Department.

Question 1: Who is the current Vendor?

Answer 1: HUB Cleaning LLC, from Upton, MA

Question 2: What is the contract value of last contract price?

Answer 2: \$2,587 per month

Question 3: Can you please send over a copy of the sign in sheet of the companies that attended the walk through ?

Answer #3: See attached list labeled "WALKTHROUGH - Cleaning - Fairbank Center - on 11/28/23@ 1 pm"

December 4, 2023

Question #4: Who is the current company?

Answer 4: HUB Cleaning LLC, from Upton, MA

Question #5: What is the current price?

Answer #5: \$2,587 per month

Question #6: How many bathrooms and sinks are in the Fairbank Center Complex?

Answer #6: See attached Sudbury Community Center Floor and Furniture Plan dated 2/6/2023. All bathrooms, breakrooms and sinks are shown.

Attachments:

- Bid Form Contracted Cleaning Services Fairbank Center Complex Revised 12/4/2023
- Sudbury Community Center, Floor and Furniture Plan (2/6/23)
- WALKTHROUGH - Cleaning - Fairbank Center - on 11/28/23@ 1 pm

END OF ADDENDUM NO. 01

December 4, 2023

**BID FORM (Revised 12/4/2023)
CONTRACTED CLEANING SERVICES
FAIRBANK CENTER COMPLEX**

Date: _____

Bid Of: _____
Name of Bidder Address of Bidder

Telephone (____)_____ / Fax (____)_____

The undersigned proposes to furnish cleaning services at the Fairbank Center Complex, 40 Fairbank Road, Sudbury, Massachusetts, for the period December 18, 2023 through June 30, 2025, and the FY26 renewal period in accordance with the Contract Documents for the contract price stated below.

The undersigned, having examined carefully the information for bidders, general conditions, specifications and/or scope of work, including all related bulletins and/or addenda promulgated, together with any and all other documents and/or material bound herewith, (all of the foregoing collectively referred to in this proposal as the "Contract Documents"), and having become familiar by investigation with the various conditions which may affect the performance of the work, agrees to furnish all services and otherwise do all things necessary to complete the contract work, in a competent and workmanlike manner and in strict accordance with the Contract Documents, to the complete satisfaction and acceptance of the Town for the sums as follows:

<u>Base Bid:</u> (All areas delineated on plan)	Monthly Rate
Area A - Park and Recreation Gym, Program Rooms and Offices	\$ _____
Area A.1 – Park and Recreation Locker Rooms	\$ _____
Area A.2 – Park and Recreation Pool Viewing Area & Aquatics Office	\$ _____

December 4, 2023

Area B - Senior Center \$ _____

Area C - Sudbury Public Schools Administrative Offices \$ _____

Area D - Community Center Common Areas \$ _____

Area E - Park and Recreation Exterior Restrooms \$ _____

Total monthly rate contract cost \$ _____

a) Deduction for work to be performed on a weekend (S&S) during "Area A.1 and A.2" area closure period \$ _____ (Daily rate applicable)

b) Deduction for work to be performed on weekdays (M-F) during "Area A.1 and A.2" closure period \$ _____ (Daily rate applicable)

Monthly Service: \$ _____

Bi-Annual Service: \$ _____

Annual Service: \$ _____

Event Based Service

Hourly rate for additional requested services \$ _____ (per hour)

December 4, 2023

BID FORM (Revised 12/4/2023)
CONTRACTED CLEANING SERVICES
FAIRBANK CENTER COMPLEX

BID FORM CONTINUED:

Additional Fiscal Year 2026 (commencing July 1, 2025 through June 30, 2026), the optional contract renewal period.

Date: _____

Bid Of: _____

Name of Bidder

Address of Bidder

Telephone (____) _____ / Fax (____) _____

The undersigned proposes to furnish cleaning services at the Fairbank Center Complex, 40 Fairbank Road, Sudbury, Massachusetts, for the period July 1, 2025 through June 30, 2026), the optional contract renewal period. in accordance with the Contract Documents for the contract price stated below.

The undersigned, having examined carefully the information for bidders, general conditions, specifications and/or scope of work, including all related bulletins and/or addenda promulgated, together with any and all other documents and/or material bound herewith, (all of the foregoing collectively referred to in this proposal as the "Contract Documents"), and having become familiar by investigation with the various conditions which may affect the performance of the work, agrees to furnish all services and otherwise do all things necessary to complete the contract work, in a competent and workmanlike manner and in strict accordance with the Contract Documents, to the complete satisfaction and acceptance of the Town for the sums as follows:

<u>Base Bid:</u> (All areas delineated on plan)	Monthly Rate
Area A - Park and Recreation Gym, Program Rooms and Offices	\$ _____

December 4, 2023

BID FORM (Revised 12/4/2023) CONTINUED:

Area A.1 – Park and Recreation Locker Rooms \$ _____

Area A.2 – Park and Recreation Pool Viewing Area & Aquatics Office \$ _____

Area B - Senior Center \$ _____

Area C - Sudbury Public Schools Administrative Offices \$ _____

Area D - Community Center Common Areas \$ _____

Area E – Park and Recreation Exterior Restrooms \$ _____

Total monthly rate contract cost \$ _____

a) Deduction for work to be performed on a weekend (S&S) during “Area A.1 and A.2” area closure period \$ _____ (Daily rate applicable)

b) Deduction for work to be performed on weekdays (M-F) during “Area A.1 and A.2” closure period \$ _____ (Daily rate applicable)

Monthly Service: \$ _____

Bi-Annual Service: \$ _____

Annual Service: \$ _____

Event Based Service

Hourly rate for additional requested services \$ _____ (per hour)

December 4, 2023

ADDENDA ACKNOWLEDGEMENT: By submitting this Proposal, the Proposer represents that the Proposer has examined copies of all the Contract Documents and hereby acknowledges they have verified that the Proposer is in receipt of the Addenda listed below and that the proposed price reflects the inclusion of these Addenda. (Check the box next to each addendum received).

- Addendum No. 1 Addendum No. 3
- Addendum No. 2 Addendum No. 4

The Proposer further acknowledges that should it be determined at the time of the bid opening that the Proposer has failed to acknowledge receipt of ALL issued addenda; the Proposer's Bid submission shall be rejected. The Proposer understands that any verbal representation made or assumed to be made during any oral discussion held between Proposer's representatives and any Town personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

Signature of Individual, or Corporation
Name

By: _____
Corporate Officer & Title (if applicable)

FID. No. _____

AFFIX CORPORATE SEAL (if applicable)

The Contractor must list the names, addresses, telephone numbers and contacts of at least three (3) clients on the attached Bidder's Eligibility & Qualifications sheet.

Contractors must submit a company resume including history, organization, headquarters, field offices, size, work force, management structure, employee system, benefits, training programs and union information.

Attach: Tax Attestation, Certificate of Corporate Bidder, Certificate of Non-Collusion

December 4, 2023

SPECIFICATIONS/SCOPE OF SERVICES

- CONTRACTOR TO PROVIDE ALL LABOR, STANDARD EQUIPMENT, CLEANING COMPOUNDS AND ACCESSORIES NECESSARY TO PERFORM THE CLEANING SERVICES.
- 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 LISTED BELOW.

BASE BID SCHEDULE (unless otherwise agreed):

Fairbank Center Complex "A":

Senior Center, all areas – Monday-Friday 5:00 a.m. – 9:00 a.m.

Fairbank Center Complex "B":

School Administration wing – Monday-Friday 5:00 a.m. – 9:00 a.m.

OPTION SCHEDULE:

Fairbank Center Complex "C":

Atkinson Pool section - Monday-Friday 10:00 p.m. – 2:00 a.m.
(excluding pool area) Saturday & Sunday 7:00 p.m.-11:00 p.m.

The times noted above are not the hours required to perform services. They are for the general range of time that the building is available for cleaning.

FAIRBANK CENTER COMPLEX

Sections A, B, C (excluding swimming pool area): (See page 9 for specific cleaning times]

GENERAL SERVICES (performed daily):

1. TRASH AND RECYCLING - DAILY: Wastebaskets emptied. Soiled trash liners replaced. Trash and recycling gathered and removed to the dumpster.
2. DUSTING/POLISHING - DAILY: 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.
3. ALL BATHROOMS - DAILY: Cleaned and disinfected including sinks, urinals, and toilets. Mirrors cleaned and polished. Partitions cleaned and tops kept dust free daily. Doors, light switch areas cleaned as needed. Tiled floors washed using germicidal solution every day. Female sanitary receptacles emptied and waxed liners replaced. Dispensers checked daily and refilled as needed to ensure that there will be sufficient paper products for the following day. Cobwebs removed and baseboards cleaned.
4. HARD FLOOR SURFACES - DAILY: In order to keep areas clean and neat, all floors vacuumed and washed daily with neutral cleaner. (Stripping and waxing floors periodically will be at the hourly rate provided for additional services.)
5. GYM FLOOR AND STAGE - DAILY: Dry sweep daily and damp mop three times per week with a second mopping using Murphy's Oil Soap or other cleaning product acceptable to Park and Recreation. Damp mopping shall be on Monday, Wednesday, and Friday.
6. CARPET & RUNNERS: All wall-to-wall, carpet runners vacuumed daily. Edges kept clean using crevice tool attachment. Treat noticeable carpet stains with stain remover and notify Town of stain. Vacuum must have a beater brush for carpet.
7. PUBLIC LOUNGES AT POOL AREA AND SENIOR CENTER: Tables cleared and washed and brush debris from upholstered furniture. Vacuum rubber floor and wash daily. Rubber floor must be washed daily.
8. PUBLIC LOCKER ROOMS/BACK HALLWAY: Fixtures cleaned and disinfected including sinks, urinals, toilets. Mirrors cleaned and polished. 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. Sweep/vacuum sand from locker rooms before washing floors. All cleaning compounds must be approved by Town.
9. KITCHENS (large commercial kitchen as well as kitchenettes): Sinks cleaned and polished daily. Counter tops, refrigerator doors, tables cleaned. Chairs neatly arranged. Floors vacuumed and washed with approved detergent daily. Dispensers refilled as needed.
10. GLASS: Entrance(s) door glass, interior partition glass, and service desks' glass spot cleaned for dirt, smudges, fingerprints, etc. This includes glass on lobby side of pool.
11. BUILDING ENTRANCES & MAIN FOYER (exterior and interior): vacuum, mop, or sweep daily. Exterior landings must be swept and cleaned every day; this applies to the area outside the exterior doors, for a distance of six (6) feet.

12. DRINKING FOUNTAINS: cleaned daily with stainless steel polish.
13. WALLS: Clean wall surfaces in hallways and entrances when necessary; clean walls in locker rooms, shower rooms, bathrooms, kitchens – every day; clean toilet partitions every day.

PERIODIC SERVICES

Monthly Service:

1. Clean all glass on pool lobby windows, both the lobby side and pool side

Quarterly Service:

1. Burnish all VCT flooring, including Arts & Crafts Room in Senior Center, TV Room, Pool/Table Tennis Room, Disco/Video Game Room, and Kitchen; and hallways in areas A and B (evening).

Every 4 months:

1. Clean pool lobby rubber floor – machine scrub with stiff brushes and Ph neutral cleaner, and finish washing (evening). All furniture must be moved in order to properly clean floor.

Annual Service:

1. VCT: strip flooring and apply 2 coats of sealer and 2 coats of finish wax. All furniture must be moved in order to access entire floor surfaces.

The Periodic Services shall be included in the base month bid on the bid sheet. However, the # of Hours per day in the base bid excludes the time it takes to perform the Periodic Services.

**TOWN of SUDBURY
INFORMATION FOR BIDDERS**

**GENERAL CONDITIONS
CONTRACTED CLEANING AND LIGHT MAINTENANCE SERVICES**

NOTE: All documents are complementary and shall be considered by the bidder as a whole.

1.0 Contract Term

The contract shall be for an eighteen-month period commencing on December 18, 2023 through June 30, 2025, with an option to extend the contract period for an additional twelve-month period (FY 2026) ending June 30, 2026 upon notification from Town to contractor prior to June 30, 2025.

For **Areas A, A.1, B, C and D**, bids are solicited for an eighteen-month period commencing on December 18, 2023 through June 30, 2025.

For **Area A.2 and Area E**, due to construction in the pool viewing room, this area will not be included in the contract for the full duration of the term as it is scheduled to be under construction from December 22, 2023 – February 24, 2024. These areas will be included in the scope of work from approximately February 25, 2024 through the end of the contract term.

Natatorium shutdowns during which no services will be required in **Areas A.1 and A.2** are for an approximate 14-day period currently projected between August 15 and August 30, 2024, and for an approximate 60-day period currently projected for spring 2025.

2.0 Information and Pre-Bid Walkthrough

Any questions on the part of the applicant regarding the specifications contained herein must be resolved prior to submission of the quotation and contract. A walkthrough to confirm information and conditions is mandatory for contractors at 1:00 p.m., Tuesday, November 28, 2023.

3.0 Qualifications of Bidders

3.1 Bids may be submitted by companies, partnerships and corporations that are presently engaged in the field of professional cleaning services and that 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 at the Fairbank Community Center on a daily basis and to assign a regular supervisor to the site to serve as liaison. (See Table 1, Labor). Cleaners must be direct employees. Repeated turnover rate in the employee assigned to the Fairbank Community Center may result in termination of cleaning contract (more than two turnovers in one year.)

3.4 Contractors will provide necessary information required to perform Massachusetts Criminal Offender Record Information (CORI) on any and all personnel that will be assigned to the Fairbank Community Center.

4.0 **Instructions for Submitting Bids**

4.1 All bids must be submitted in a sealed envelope addressed as outlined in the Invitation to Bid, and must be received by the Facilities Department, 275 Old Lancaster Road, Sudbury, MA by 2:00 p.m., Friday, December 8, 2023.

4.2 Each bid shall be submitted on the FORM FOR BID FURNISHED BY THE Awarding Authority. All blank spaces shall be filled in and the form signed by the bidders.

The FORM FOR BID, together with the Tax Attestation; Certificate of Corporate Bidder (if corporation); Certificate of Non-Collusion; Bidder's Eligibility & Qualification Sheet, Criminal Offender record if applicable and Company Resume (see 3.2) shall be enclosed in an envelope sealed and clearly labeled with the words:

BID FOR: CLEANING SERVICES - FAIRBANK CENTER COMPLEX

If the bid is mailed, the Bidder shall enclose their sealed bid in an outer envelope and address it as follows:

**FROM: BIDDER'S NAME AND BUSINESS ADDRESS
PROJECT NAME**

**TO: FACILITIES DEPARTMENT
TOWN OF SUDBURY
275 OLD LANCASTER ROAD
SUDBURY, MA 01776**

All bidders are cautioned to allow ample time for transmittal of bids. Bids received after the specified times will not be accepted or recognized. Note that the times of receipt will determine the acceptability of mailed bids regardless of postmark.

The Awarding Authority will not be held responsible for premature opening of bid envelopes which are not properly filled out in accordance with the instructions set forth herein.

4.3 **Bid Modifications:** No modification of any bid will be considered by the Awarding Authority, unless same is in writing, sealed, and received by the Awarding Authority prior to the times respectively established herein for the receipt of General Bids.

4.4 **Withdrawal of Bids:** A bid may be withdrawn by written request or telephone request subsequently confirmed in writing, provided that such request is received prior to times respectively established herein for the receipt of General Bids. The Awarding Authority will not be responsible, however, for the timely receipt of any request for withdrawal in ample time for delivery before the bid opening hour.

4.5 The monthly rate for cleaning is to be the total cost inclusive of labor, supplies and equipment. The cost per hour shall be the cost the Contractor shall charge the Town for any additional requested services and shall not be used in determining the lowest bid.

4.6 The dollar figure for the cleaning & light maintenance of the building is to be the total cost per hour to be charged for cleaning & light maintenance of the Fairbank Community Center Monday through Sunday. The cost per hour shall include all costs inclusive of labor, supplies and equipment that the Contractor shall charge to the Fairbank Community Center.

4.7 Contractors are hereby notified that the hourly prices submitted for weekend, emergency and special cleaning rates shall not be used in determining the lowest bid.

4.8 Pursuant to 1.0, Bidders shall also submit a bid for the additional Fiscal Year 2026 (commencing July 1, 2025 through June 30, 2026), the optional contract renewal period. Said bid is to be utilized by the Town, in its discretion, for exercising its right to renew for an additional one year period. Failure to submit a bid for the optional renewal period shall result in disqualification of the bid.

5.0 **Acceptance of Bids and Award of Contract**

5.1 The Town reserves the right to accept or reject any or all bid prices or any part thereof and to waive informalities as it deems to be in the best interest of the Town of Sudbury.

5.2 Award, if any, shall be made to the lowest responsible and eligible Contractor, which shall mean the Contractor whose bid price (based upon the amount stated in the bid for the initial eighteen month period) is the lowest of those meeting the qualifications set forth herein for contracted cleaning services.

5.3 The successful bidder to whom the award is made shall execute the Cleaning Agreement for the 18-month period commencing December 18, 2023 through June 30, 2025. Bidder shall be notified of any renewal thereof and execute an extension acknowledgement under the same terms and conditions.

5.4 If the Contractor selected fails to execute the Agreement or provide evidence of insurance, an award may be made to the next lowest responsible and eligible bidder.

5.5 The Town reserves the right to use its own personnel and/or supplies and equipment to perform cleaning services when deemed necessary or expedient, and to award additional contracts for cleaning services as deemed necessary.

6.0 **Scope of Work**

6.1 The following is the address of the site to be cleaned:

Sudbury Fairbank Center Complex, 40 Fairbank Road 01776

6.2 Cleaning & light maintenance services, as outlined in Table 1 - SPECIFICATIONS/SCOPE OF SERVICES , are required Monday through Sunday when the Fairbank Community Center is scheduled to be open and also times when the Community Center is scheduled to be closed.. The Contractor shall comply with the latest industry standards.

6.3 All cleaning procedures shall be in strict accordance with manufacturers' directions and warnings, OSHA and EPA standards, and all Federal, State and Local laws. All cleaning products used must be EPA Safer Choice or DfE-Certified products. Safety product data sheets of all cleaning products intended for use on the site must be submitted to the Combined Facilities Director for approval prior to use

6.4 The Contractor's regularly scheduled employee assigned to the work site shall be required to work on regularly scheduled days or when the Fairbank Community Center has a delayed opening or is closed due to a snow storm, unless notified by the Combined Facility Director or designee. The Director or their designee will immediately notify the Contractor of emergency closing decisions requiring a scheduling change for the regularly scheduled employee.

6.5 Emergency and special cleaning services are considered separate from the day to day cleaning and shall be charged at hourly labor rates as specified in the Contractor's bid. The Combined Facility Director or their designee shall determine the work schedules and size of the labor force needed for any such separate work. Work crews shall be available on emergency call within a reasonable amount of the time. The Contractor must provide a toll-free, 24 hour emergency telephone number.

6.6 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.

6.7 Light Maintenance tasks include but are not limited to completing minor building maintenance work, which includes event setting up and breaking down tables and chairs for events and performing basic plumbing tasks such as unclogging drains.

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

6.9 The Contractor shall properly dispose of trash in the dumpster and single stream recycling stations provided.

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

6.11 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:
 Major Maintenance and repairs
 Clocks
 ** Landscaping
 ***Snow removal.

***with the exception of clearing leaves from the walkways and courtyard -see Table I*

****with the exception of snow removal and applying sand to the entrance area ramp, walkways and stairs -see Table I*

6.12 It is understood and agreed that only the highest standards of cleanliness and light maintenance 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 and assist with the maintenance of the building shall be construed as part of the specifications. The Contractor shall be required to redo, at their 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 Combined 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.

7.0 **Hours and Conditions of Work**

7.1 The hours of work set forth below relate to the cleaning scope of work set forth in paragraph 6.0." 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 Combined Facilities Director.

7.2 The cleaning shall be accomplished between the hours set forth in the schedule below:

All areas, (A, A.1, A.2, B, C, D and E) specified herein require the services of one (1) individual to perform cleaning services as specified between the hours of 6:30 a.m. – 3:00 p.m., Monday through Friday with one half hour lunch break and two fifteen (15) minute breaks.

In addition, Monday – Sunday, cleaning service will be required in all areas (A, A.1, A.2, B, C, D and E) between the hours of 10:00 p.m. and 5:00 a.m. The times between 10 p.m. and

5:00 a.m. are not the hours required to perform services. They are for the general range of time that the building is available for cleaning. At a minimum before the opening of each business day, all areas shall have trash removed, restrooms cleaned, floors vacuumed and moped, entrance interior and exterior swept/de-iced, door glass and door handles cleaned before the start of business for each operator.

Additional Hours may be required for events and are expected to be requested with a minimum of four hours.

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

8.0 Supervision and Personnel

8.1 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.

8.2 At the conclusion of each shift, the Contractor's employee must make an inspection of the premises; check in with the Combined Facility Director or their designated staff person for special instructions for the following day; and inform the Director or their designee of any discrepancies from routine work (with explanations), such as, property not serviceable or in operating condition, and supplies needed.

8.3 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 *the same full-time* employee to the Fairbank Community Center *work site on a daily basis*. Repeated turnover in the employees assigned to the Fairbank Community Center shall be considered in violation of this contract (more than two turnovers in one year). For after hours cleaning, the Contractor shall assign regularly scheduled employees.

8.4 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 Commonwealth of Massachusetts and all other regulatory bodies having jurisdiction.

8.5 All employees shall be neat in appearance and business like in demeanor.

Cleaning personnel must wear uniform indicating cleaning company name and individual's name affixed to the uniform.

8.6 Any employee assigned to the Fairbank Community Center must have the ability to communicate with the Town and Sudbury Public Schools staff.

8.7 The Contractor must maintain and make available to the Combined Facility Director, upon request, employee profiles including names, social security numbers, health and accident records, and criminal records. The Town of Sudbury reserves the right to demand a change of personnel at any time.

8.8 No smoking is allowed within the Fairbank Community Center or on the premises. ear pods, and/or other portable listening devices are not permitted.

8.9 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.

8.10 Contractor employees shall schedule and carry out duties in a manner which creates the least amount of disturbance for staff and Fairbank Community Center users.

9.0 **Equipment and Supplies**

All standard equipment, cleaning supplies and accessories necessary to perform the cleaning services shall be the responsibility of the Contractor. 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. All cleaning products used must be EPA Safer Choice or DfE-Certified products. Safety product data sheets of all cleaning products intended for use on the site must be submitted to the Director of Facilities for approval prior to use.

10.0 **Security and Safety**

10.1 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.

10.2 The Contractor's employee(s) shall be responsible for keys and any security password. The Contractor's employees shall enter and leave by assigned doorways. Under no conditions shall keys be duplicated by the Contractor or their employees. At the conclusion of the contract, keys shall be returned to the Combined Facilities Department.

10.3 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 .

The Contractor shall not open any doors for purposes other than cleaning, unless otherwise notified by the Combined 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.

10.4 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.

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

10.6 The Contractor or their 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 Combined Facilities Director if unable to remedy the situation.

11.0 **Payment for Services**

11.1 The cost of the base bid should be broken down for departmental monthly payments as follows:

“Area A” – Park and Recreation Gym, Program Rooms and Offices” – approximately 15,570 sf, located on the first floor and comprised of gym, program rooms, offices, conference rooms, all corridors, lavatories, small sink/breakroom areas.

“Area A.1 – Park and Recreation Department Locker Rooms” – approximately 2,405 sf located on the first floor and adjacent to the natatorium.

“Area A.2 – Park and Recreation Department Vestibule and Lobby, Pool Viewing Area and Aquatics Office” – approximately 1,032 sf located on the first floor adjacent to the natatorium.

“Area B - Senior Center” – approximately 7,453 sf, located on the first floor, cleaning services are required in all offices, program rooms, conference rooms, all corridors, lavatories, small sink/breakroom areas, reception area and main entry vestibule;

“Area C Sudbury Public Schools Administrative Offices” – approximately 7,800 sf located on the second floor, cleaning services are required in all offices, conference rooms, mailroom, all corridors, lavatories, small sink/breakroom areas; stairways, landings, first floor vestibules and elevator cab:

“Area D” - approximately 5,010 sf, defined as Community Center Common Areas located on the first floor and comprised of the fitness room, the arts and crafts room and the multipurpose room.

“Area E – Park and Recreation Exterior Restrooms” approximately 130 sf, defined as Exterior All Gender Restrooms.

Note Excluded areas: Mechanical, electrical and IT rooms, Shelter Storage, the Natatorium as well as the Kitchen inclusive of walk-in cooler/freezer, pantry, and dishwashing area located in the Senior Center are excluded from this scope of services

11.2 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 Combined Facilities Director.

11.3 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 Combined 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.

12.0 Insurance

12.1 The Contractor shall upon execution of the Agreement 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.

12.2 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.

12.3 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.

12.4 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.

12.5 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.

13.0 **Termination**

13.1 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 the 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.

13.2 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.

13.3 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.

14.0 **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 Combined Facilities Director. The contract shall be binding on the heirs, personal representatives, successors, and assignees of the Contractor.

15.0 **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.

16.0 **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.

TABLE 1 - SPECIFICATIONS/SCOPE OF SERVICES

- CONTRACTOR TO PROVIDE ALL LABOR, STANDARD EQUIPMENT, CLEANING COMPOUNDS AND ACCESSORIES NECESSARY TO PERFORM THE CLEANING SERVICES.
- ALL CLEANING PRODUCTS USED MUST BE EPA SAFER CHOICE OR DfE-CERTIFIED PRODUCTS. SAFETY PRODUCT DATA SHEETS OF ALL CLEANING PRODUCTS INTENDED FOR USE ON THE SITE MUST BE SUBMITTED TO THE DIRECTOR OF FACILITIES FOR APPROVAL PRIOR TO USE.
- THE TOWN TO SUPPLY PAPER PRODUCTS, SOAPS FOR DISPENSERS AND PLASTIC TRASH LINERS.

LABOR

CONTRACTOR TO PROVIDE: One Full Time person experienced in all aspects of Commercial cleaning and light commercial maintenance as outlined in the specifications listed herein. This same person(s) shall be assigned to the Fairbank Community Center on a daily basis as communication with the Combined Facility Director, Town/Public School Staff and the general public will be essential factor in the cleaning/maintenance contract award.

CONTRACTOR TO ASSIGN: Regular Supervisor to the Fairbank Community site to serve as liaison between Combined Facility Director and/or their designated staff and Contractor's place of business.

FAIRBANK CENTER COMPLEX

Sections A, A.1, A.2 , B, C, D and E (excluding Natatorium (pool deck) area):

GENERAL SERVICES (performed daily):

1. TRASH AND RECYCLING - DAILY: Wastebaskets emptied. Soiled trash liners replaced. Trash and recycling gathered and removed to the dumpster.
2. DUSTING/POLISHING - DAILY: 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.
3. ALL BATHROOMS - DAILY: Cleaned and disinfected including sinks, urinals, and toilets. Mirrors cleaned and polished. Partitions cleaned and tops kept dust free daily. Doors, light switch areas cleaned as needed. Tiled floors washed using germicidal solution every day. Female sanitary receptacles emptied and waxed liners replaced. Dispensers checked daily and refilled as needed to ensure that there will be sufficient paper products for the following day. Cobwebs removed and baseboards cleaned.
4. HARD FLOOR SURFACES - DAILY: In order to keep areas clean and neat, all floors vacuumed and washed daily with neutral cleaner. (Stripping and waxing floors periodically will be at the hourly rate provided for additional services.)
5. GYM FLOOR - DAILY: Dry sweep daily and damp mop three times per week with a second mopping using cleaning product acceptable to Park and Recreation. Damp mopping shall be on Monday, Wednesday, and Friday.
6. CARPET & RUNNERS: All wall-to-wall, carpet runners vacuumed daily. Edges kept clean using crevice tool attachment. Treat noticeable carpet stains with stain remover and notify Town of stain. Vacuum must have a beater brush for carpet.
7. PUBLIC VIEWING ROOM AT POOL AREA, OPEN LOBBY/LOUNGE AREAS AND CORRIDORS: Tables cleared, surfaces cleaned and sanitized, and daily brush debris from upholstered furniture. Vacuum floors and wash daily.
8. PUBLIC LOCKER ROOMS/CORRIDOR: Fixtures cleaned and disinfected including sinks, urinals, toilets. Mirrors cleaned and polished.

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. Sweep/vacuum locker rooms before washing floors. All cleaning compounds must be approved by Town.

9. **KITCHENETTE/BREAKROOMS:** Sinks cleaned and polished daily. Counter tops, refrigerator doors, tables cleaned. Chairs neatly arranged. Floors vacuumed and washed with approved detergent daily. Dispensers refilled as needed.
10. **GLASS:** Entrance(s) door glass, interior partition glass, and service desks' glass cleaned for dirt, smudges, fingerprints, etc. This includes glass on lobby side of pool.
11. **BUILDING ENTRANCES & VESTIBULES (exterior and interior):** vacuum, mop, or sweep daily. Exterior landings must be swept and cleaned every day; this applies to the area outside the exterior doors, for a distance of six (6) feet.
12. **DRINKING FOUNTAINS:** cleaned daily with stainless steel polish.
13. **WALLS:** Clean wall surfaces in hallways and entrances when necessary; clean walls in locker rooms, shower rooms, bathrooms, – every day; clean toilet partitions every day.

PERIODIC SERVICES

Monthly Service:

1. Clean all glass on pool lobby/lounge windows, both the lobby/lounge side and pool side, all office side lights , glass doors, glass within wood doors, (both sides of all), fitness room mirrors and entrance vestibules glass.

Bi-Annual Service:

1. Steam clean all tile in the pool locker rooms.

Annual Service

1. Steam clean all tile in all lavatories.

Event Based Service

1. Provide janitorial services for special events on an hourly basis, based on a four-hour minimum.

The Periodic Services shall be included in the base month bid on the bid sheet. However, the # of Hours per day in the base bid excludes the time it takes to perform the Periodic Services.

**BID FORM
CONTRACTED CLEANING SERVICES
FAIRBANK CENTER COMPLEX**

Date: _____

Bid Of: _____
Name of Bidder Address of Bidder

Telephone (____)_____ / Fax (____)_____

The undersigned proposes to furnish cleaning services at the Fairbank Center Complex, 40 Fairbank Road, Sudbury, Massachusetts, for the period December 18, 2023 through June 30, 2025, and the FY26 renewal period in accordance with the Contract Documents for the contract price stated below.

The undersigned, having examined carefully the information for bidders, general conditions, specifications and/or scope of work, including all related bulletins and/or addenda promulgated, together with any and all other documents and/or material bound herewith, (all of the foregoing collectively referred to in this proposal as the "Contract Documents"), and having become familiar by investigation with the various conditions which may affect the performance of the work, agrees to furnish all services and otherwise do all things necessary to complete the contract work, in a competent and workmanlike manner and in strict accordance with the Contract Documents, to the complete satisfaction and acceptance of the Town for the sums as follows:

<u>Base Bid:</u> (All areas delineated on plan)	Monthly Rate
Area A - Park and Recreation Gym, Program Rooms and Offices	\$_____
Area A.1 – Park and Recreation Locker Rooms	\$_____
Area A.2 – Park and Recreation Pool Viewing Area & Aquatics Office	\$_____
Area B - Senior Center	\$_____
Area C - Sudbury Public Schools Administrative Offices	\$_____
Area D - Community Center Common Areas	\$_____
Area E – Park and Recreation Exterior Restrooms	\$_____
Total monthly rate contract cost	\$_____

Attachment1.c: FY24 Fairbank Cleaning General Conditions Specs 11.20.2023 Final (6080 : Approve Fairbank cleaning contract)

BID FORM CONTINUED

a) Deduction for work to be performed on a weekend (S&S) during “Area A.1 and A.2” area closure period \$_____ (Daily rate applicable)

b) Deduction for work to be performed on weekdays (M-F) during “Area A.1 and A.2” closure period \$_____ (Daily rate applicable)

Monthly Service: \$_____

Bi-Annual Service: \$_____

Annual Service: \$_____

Event Based Service
Hourly rate for additional requested services \$_____ (per hour)

**BID FORM
CONTRACTED CLEANING SERVICES
FAIRBANK CENTER COMPLEX**

BID FORM CONTINUED

Additional Fiscal Year 2026 (commencing July 1, 2025 through June 30, 2026), the optional contract renewal period.

Date: _____

Bid Of: _____
Name of Bidder Address of Bidder

Telephone (____)_____ / Fax (____)_____

The undersigned proposes to furnish cleaning services at the Fairbank Center Complex, 40 Fairbank Road, Sudbury, Massachusetts, for the period July 1, 2025 through June 30, 2026), the optional contract renewal period. in accordance with the Contract Documents for the contract price stated below.

The undersigned, having examined carefully the information for bidders, general conditions, specifications and/or scope of work, including all related bulletins and/or addenda promulgated, together with any and all other documents and/or material bound herewith, (all of the foregoing collectively referred to in this proposal as the "Contract Documents"), and having become familiar by investigation with the various conditions which may affect the performance of the work, agrees to furnish all services and otherwise do all things necessary to complete the contract work, in a competent and workmanlike manner and in strict accordance with the Contract Documents, to the complete satisfaction and acceptance of the Town for the sums as follows:

<u>Base Bid:</u> (All areas delineated on plan)	Monthly Rate
Area A - Park and Recreation Gym, Program Rooms and Offices	\$ _____
Area A.1 – Park and Recreation Locker Rooms	\$ _____
Area A.2 – Park and Recreation Pool Viewing Area & Aquatics Office	\$ _____
Area B - Senior Center	\$ _____
Area C - Sudbury Public Schools Administrative Offices	\$ _____
Area D - Community Center Common Areas	\$ _____

Area E – Park and Recreation Exterior Restrooms \$ _____

Total monthly rate contract cost \$ _____

a) Deduction for work to be performed on a weekend (S&S) during “Area A.1 and A.2” area closure period \$ _____ (Daily rate applicable)

b) Deduction for work to be performed on weekdays (M-F) during “Area A.1 and A.2” closure period \$ _____ (Daily rate applicable)

Monthly Service: \$ _____

Bi-Annual Service: \$ _____

Annual Service: \$ _____

Event Based Service
Hourly rate for additional requested services \$ _____ (per hour)

Signature of Individual, or Corporation Name

By: _____
Corporate Officer & Title (if applicable)

FID. No. _____
AFFIX CORPORATE SEAL (if applicable)

The Contractor must list the names, addresses, telephone numbers and contacts of at least three (3) clients on the attached Bidder’s Eligibility & Qualifications sheet.

Contractors must submit a company resume including history, organization, headquarters, field offices, size, work force, management structure, employee system, benefits, training programs and union information.

Attach: Tax Attestation, Certificate of Corporate Bidder, Certificate of Non-Collusion

Attachment 1.c: FY24 Fairbank Cleaning General Conditions Specs 11.20.2023 Final (6080 : Approve Fairbank cleaning contract)

TAX ATTESTATION

Pursuant to General Laws Chapter 62C Section 49A, the undersigned certifies under the pains and penalties of perjury that _____ is in
(name of contractor)
compliance with the laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

Signature

Print Name

Title

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.

Signature of Individual, or Corporation Name

By: _____
Corporate Officer & Title (if applicable)

Attachment1.c: FY24 Fairbank Cleaning General Conditions Specs 11.20.2023 Final (6080 : Approve Fairbank cleaning contract)

CERTIFICATE AS TO CORPORATE BIDDER

I _____, certify
that I am the _____ of the Corporation named
as bidder in the within Bid Form; that _____
who signed said Bid Form on behalf of the Bidder was then _____
_____ of said Corporation; that I know their
signature and that their signature hereto is genuine and that said Bid Form was duly
signed, sealed, and executed for and in behalf of said Corporation by authority of its
governing body.

(Corporate Seal)

Title

This Certificate must be completed where Bidder is a Corporation, and should be so completed by its Clerk. In the event that the Clerk is the person signing the Proposal on behalf of the Corporation, this Certificate must be completed by another Officer of the Corporation.

Attachment1.c: FY24 Fairbank Cleaning General Conditions Specs 11.20.2023 Final (6080 : Approve Fairbank cleaning contract)

BIDDER’S ELIGIBILITY & QUALIFICATION SHEET

1. Name and address of bidder:

2. When was your company organized?

3. Where was your company incorporated?

4. How many years have you been engaged in the contracting business under the present firm name? _____ years ____

5. List contracts on hand, showing gross amount of each contract:

6. Have you ever failed to complete any of your contracts for cleaning services?

If so, where and why? _____

7. List three (3) similar jobs which you are currently performing and work performed for local municipalities should be listed. Include nature of work, awarding authority, year of contract, amount of contract and contact person (name and telephone number).

a) _____

b) _____

c) _____

Signed: _____

Bidder

Title:

Telephone Number

Attachment1.c: FY24 Fairbank Cleaning General Conditions Specs 11.20.2023 Final (6080 : Approve Fairbank cleaning contract)

ATTACH “COMPANY RESUME”.

CLEANING AGREEMENT – FAIRBANK CENTER COMPLEX

This Agreement is entered into this ____ day of _____, 2023, by and between the Town of Sudbury and the Sudbury Public Schools, collectively hereinafter “Town” and _____ with an address of _____, hereinafter “Contractor”.

WHEREAS the Town has advertised for bids for the cleaning of Fairbank Center Complex and _____, was the lowest eligible and responsible bidder on specifications published by the Town for the period advertised.

NOW THEREFORE the parties agree as follows:

1. This agreement is for the eighteen-month period commencing on December 18, 2023 through June 30, 2025, with an option to extend services for an additional year FY26, July 1, 2025 through June 30, 2026.in regard to any one or more of the areas referred to as “A”, “A.1”, A.2”, “B” ,“C” , “D” and “E” to be rendered for one or more additional months/weeks at the Town’s discretion and with prior notification at the monthly price set forth in the completed Bid Form for the specific area.
2. Incorporated by reference herein are the Invitation to Bid, Information for Bidders/ General Conditions and Specifications/Scope of Services, and all other Contract Documents together with the Bid dated _____.
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 for the base bid and service areas set forth as “A”, “A.1”, A.2”, “B”, “C” , “D” and “E”.
5. The Town shall pay the Contractor at the base bid monthly rates for the service areas designated as “A”, “A.1”, A.2”, “B”, “C” , “D” and “E”. Payments for services rendered applicable to Area A.1 and A.2 shall be reduced by the daily rates for applicable closure periods as appropriate.
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. _____ 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 _____, 2023.

CONTRACTOR

TOWN OF SUDBURY

President

Andrew Sheehan
Town Manager

SUDBURY PUBLIC SCHOOLS

Donald Sawyer
Director Business & Finance

Attachment1.c: FY24 Fairbank Cleaning General Conditions Specs 11.20.2023 Final (6080 : Approve Fairbank cleaning contract)

CERTIFICATE OF VOTE

I, _____, Clerk of _____, hereby certify that at a meeting of the Board of Directors of said Corporation duly held on _____, 20__, 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 _____ (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 _____ (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 _____ (Name of Officer) is the duly elected _____ (Title) of said Corporation.

Signed: _____
Clerk/Secretary

Place of Business

Date of Contact

AFFIX CORPORATE SEAL

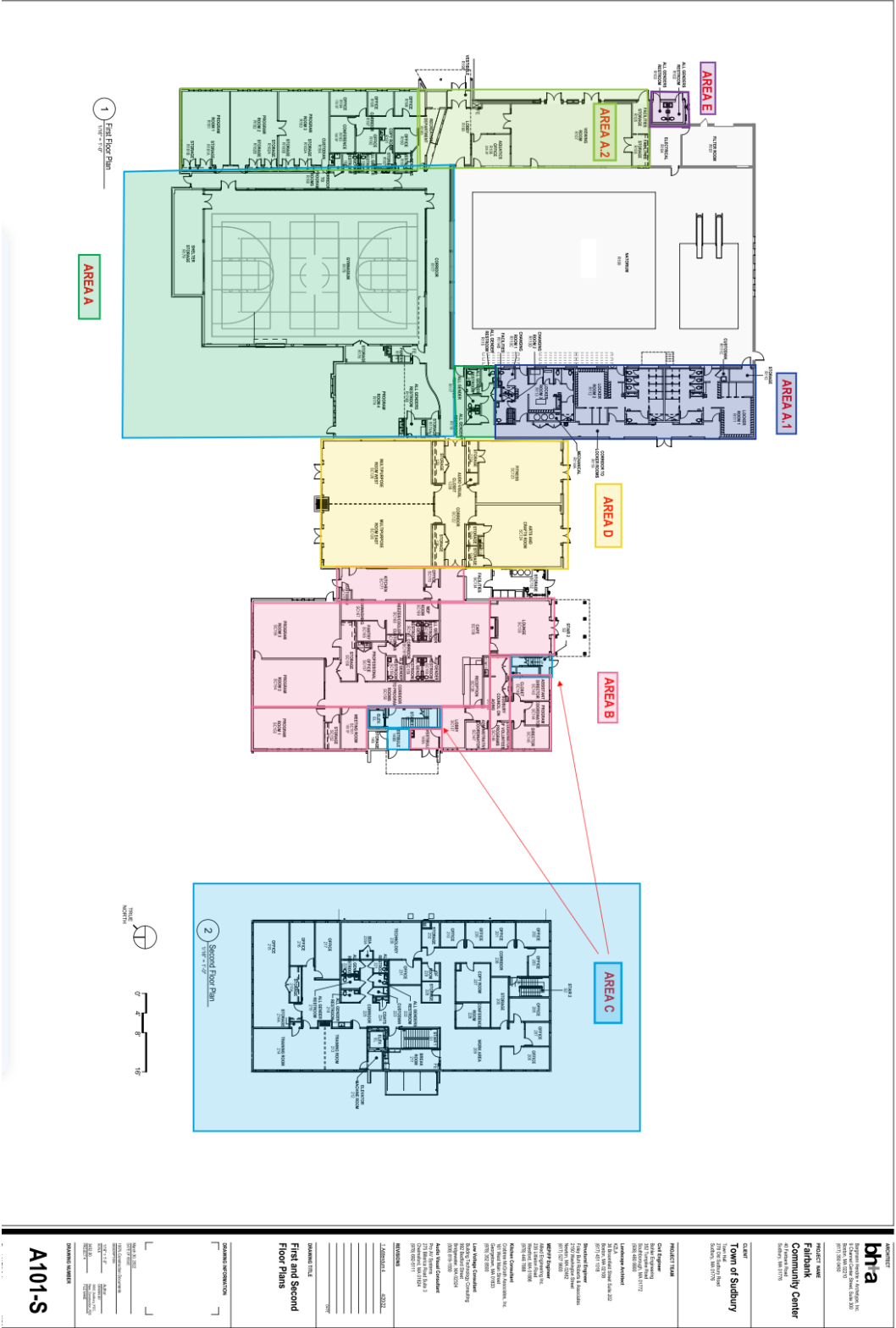
COUNTERSIGNATURE

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.

FAIRBANK CLEANING PLAN

Client: Revit/S&S, Suburb PSC, New Construction, P218_bak@pys.com
11/02/23 10:08 AM Author



Attachment 1.c: FY24 Fairbank Cleaning General Conditions Specs 11.20.2023 Final (6080 : Approve Fairbank cleaning contract)

**TOWN OF SUDBURY
INVITATION FOR BID
CONTRACTED CLEANING AND LIGHT MAINTENANCE SERVICES
Fairbank Community Center**

The Town of Sudbury is seeking bids from experienced cleaning services contractors to provide cleaning services for areas of the Fairbank Community Center, 40 Fairbank Rd., Sudbury, MA 01776 as set forth in the bid documents.

Bids are solicited for an eighteen-month period commencing on December 18, 2023 through June 30, 2025, with an option to extend the contract period for an additional twelve-month period (FY 2026) ending June 30, 2026 upon notification from Town to contractor prior to June 30, 2025.

The cleaning is to be performed Monday through Sunday during the available hours set forth in the contract documents not including holidays, with the exact hours to be determined by the Combined Facilities Director, Custodial supplies and equipment will be provided by the Contractor.

Specifications including scope and scheduling, information for bidders, bid forms and other contract documents are available for pickup from the Facilities Department, 275 Old Lancaster Rd., Sudbury, MA 01776, Mon-Fri, 9 a.m. – 3 p.m. For information or for an electronic bid package contact the Combined Facilities Department at 978-440-5466 or by e-mail to facilities@sudbury.ma.us. **A mandatory walkthrough of the building is scheduled for 1 p.m. on Tuesday, November 28, 2023.**

All bids must be mailed or hand delivered in a **sealed** envelope, addressed to **Facilities Department, 275 Old Lancaster Road, Sudbury, Massachusetts 01776**, and marked **“CONTRACTED CLEANING AND LIGHT MAINTENANCE SERVICES – Fairbank Community Center”**. **Sealed bids will be accepted at the Facilities Department until 2:00 p.m., Friday, December 8, 2023. No quotation received after the deadline will be considered.**

Award, if any, will be made to the lowest responsible and responsive bidder, based upon ability to perform, previous history, references and established ability to meet the needs of the Town, who offers the best service at the lowest price. It is expected that a contract will be executed by the successful bidder and the Town Manager as soon as possible thereafter with work commencing on December 18, 2023.

The Town reserves the right to reject any and all bids, wholly or in part, and to accept any bid or part thereof deemed to be in the best interest of the Town.

Sandra R. Duran
Combined Facilities Director

**BID FORM
CONTRACTED CLEANING SERVICES
FAIRBANK CENTER COMPLEX**

Bid Of: Hub cleaning company, LLC
Name of Bidder

165 East St. UPTON, MA 01568
Address of Bidder

Telephone (978) 994-5834 / Fax () _____

Date: 06/21/2022

The undersigned proposes to furnish cleaning services at the Fairbank Center Complex, 40 Fairbank Road, Sudbury, Massachusetts, for the period July 1, 2022 through August 31, 2023, and any extensions thereof in accordance with the Contract Documents for the contract price stated below.

The undersigned, having examined carefully the information for bidders, general conditions, specifications and/or scope of work, including all related bulletins and/or addenda promulgated, together with any and all other documents and/or material bound herewith, (all of the foregoing collectively referred to in this proposal as the "Contract Documents"), and having become familiar by investigation with the various conditions which may affect the performance of the work, agrees to furnish all services and otherwise do all things necessary to complete the contract work, in a competent and workmanlike manner and in strict accordance with the Contract Documents, to the complete satisfaction and acceptance of the Town for the sums as follows:

<u>Base Bid: (All areas delineated on plan)</u>	Monthly Rate
A) Fairbank Center Complex areas	\$ <u>862.34</u>
B) Sudbury Public Schools Administrative Offices	\$ <u>862.33</u>
C) Optional "Atkinson Pool section of the Fairbank Center Complex (excluding the pool & mechanical & electrical rooms)	\$ <u>862.33</u>
Total monthly rate contract cost	\$ <u>2,587</u>

Attachment 1.e: HUB Bid Form Fairbank (6080 : Approve Fairbank cleaning contract)

BID FORM CONTINUED

a) Deduction for work to be performed on a weekend (S&S) during Optional "C" area closure period \$ 39.80 (Daily rate applicable)

b) Deduction for work to be performed on weekdays (M-F) during Optional "C" area closure period \$ 39.80 (Daily rate applicable)

Hourly rate for additional requested services \$ 19.90

Signature of Individual, or Corporation Name

Hub cleaning company, LLC

By: Joe Monteiro President
Corporate Officer & Title (if applicable)

FID. No. 06-1774634
AFFIX CORPORATE SEAL (if applicable)

The Contractor must list the names, addresses, telephone numbers and contacts of at least three (3) clients on the attached Bidder's Eligibility & Qualifications sheet.

Contractors must submit a company resume including history, organization, headquarters, field offices, size, work force, management structure, employee system, benefits, training programs and union information.

Attach: Tax Attestation, Certificate of Corporate Bidder, Certificate of Non-Collusion

Attachment 1.e: HUB Bid Form Fairbank (6080 : Approve Fairbank cleaning contract)

CLEANING AGREEMENT – FAIRBANK CENTER COMPLEX

This Agreement is entered into this 1st day of July, 2022, and effective July 1, 2022, by and between the Town of Sudbury and the Sudbury Public Schools, collectively hereinafter "Town" and Hub Cleaning Company, LLC with the address of 165 East St., Upton, MA 01568, hereinafter "Contractor".


WHEREAS the Town has advertised for bids for the cleaning of Fairbank Center Complex and Hub Cleaning Company, LLC, was the lowest eligible and responsible bidder on specifications published by the Town for the period advertised.

NOW THEREFORE the parties agree as follows:

1. This agreement is for the fourteen (14) month period July 1, 2022 through August 31, 2023, with an option to extend services in regard to any one or more of the areas referred to as "A", "B" inclusive of the optional area "C" to be rendered for one or more additional months/weeks at the Town's discretion and with prior notification at the monthly price set forth in the completed Bid Form for the specific area.
2. Incorporated by reference herein are the Invitation to Bid, Information for Bidders/ General Conditions and Specifications/Scope of Services, and all other Contract Documents together with the Bid dated June 21, 2022.
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 for the base bid and service areas set forth as "A", "B" and inclusive of the optional area "C".
5. The Town shall pay the Contractor at the base bid monthly rates for the service areas designated as "A" and "B" together with services related to an accepted option "C". Payments for services rendered applicable to option "C" shall be reduced by the daily rates for applicable closure periods as appropriate.
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. Hub Cleaning Company, LLC 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 1st day of July, 2022.

CONTRACTOR
Hub Cleaning Company, LLC



Joe Monteiro, President

TOWN OF SUDBURY

**Maryanne
Bilodeau**

Maryanne Bilodeau
Interim Town Manager

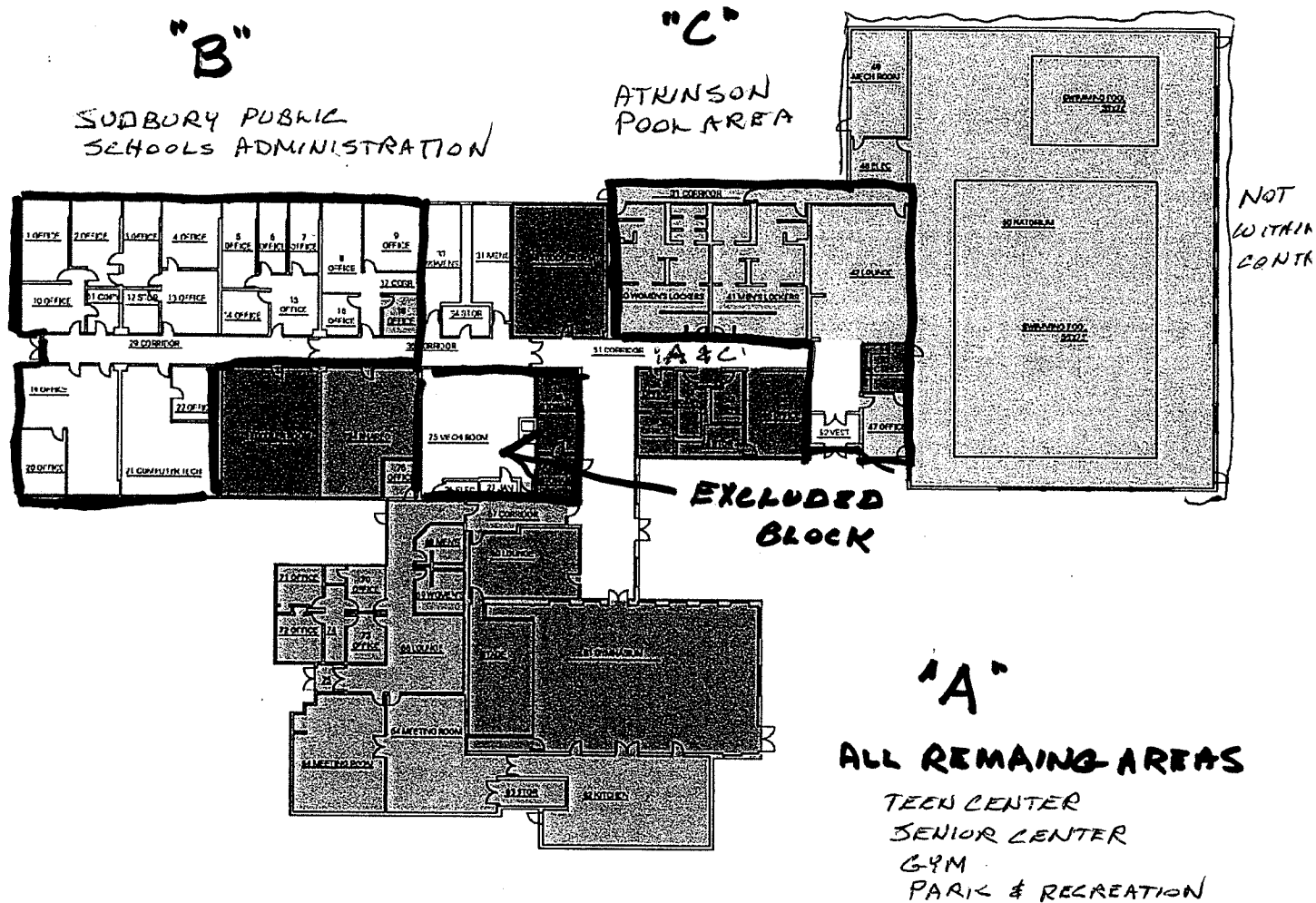
Digitally signed by Maryanne Bilodeau
DN: cn=Maryanne Bilodeau, o=Town of
Sudbury, ou=Interim Town Manager,
email=bilodeaum@sudbury.ma.us,
c=US
Date: 2022.07.13 13:07:24 -04'00'

SUDBURY PUBLIC SCHOOLS



Donald Sawyer
Director Business & Finance

Attachment 1.f: Hub contract current (6080 : Approve Fairbank cleaning contract)



Attachment 1.g: Plan (6080 : Approve Fairbank cleaning contract)

PROPRIETARY INFORMATION NOTICE:
UNLESS PAYMENT HAS BEEN MADE TO RED
THREAD SPACES, LLC FOR PLAN DEVELOPMENT,
THIS DRAWING, INCLUDING THE
SPECIFICATIONS, CONCEPTS AND DESIGNS
REPRESENTED HEREIN (A) IS AND SHALL REMAIN
THE PROPERTY OF RED THREAD (B) SHALL BE
USED ONLY IN RELATION TO THE SPECIFIC
PROJECT FOR WHICH IT HAS BEEN PREPARED,
(C) SHALL NOT BE COPIED, DISCLOSED TO THIRD
PARTIES, USED TO ENABLE OTHERS TO
PERFORM OR COMPLETE THIS PROJECT, OR
USED IN CONNECTION WITH ANY WORK OR
PROJECT OTHER THAN THE SPECIFIC PROJECT
FOR WHICH IT HAS BEEN DEVELOPED.

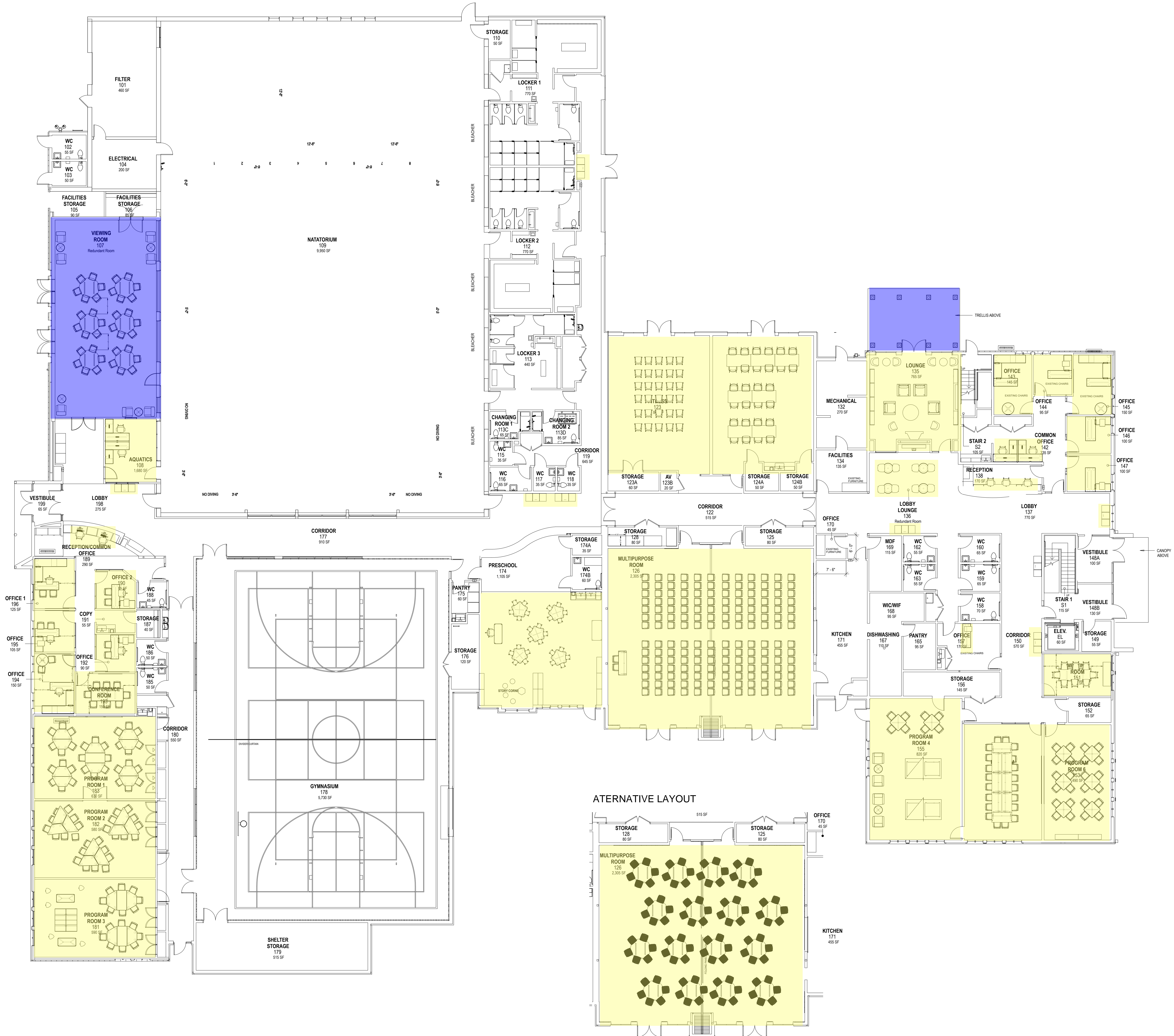
REV. REVISION DESCRIPTION DW. DATE

SALES TEAM
DAVID MENDZELA

DESIGN TEAM
JAMIE LIN

PROJECT MANAGER
[Sales person #3, Name] [Sales person #3,
Service dealer #3, Name]

CLIENT APPROVAL:
 APPROVED
 APPROVED AS NOTED
 REVISE & RESUBMIT
APPROVED BY & DATE:



Attachment #: Subury Community Center, Floor Plan 0.6.23(1) (0809 - Approve Fairbank Ceiling contract)

PROJECT NAME & ADDRESS
David Mendzela
40 FAIRBANK ROAD
SUBURY, MA
SHEET TITLE
FIRST FLOOR FURNITURE PLAN

FILE NAME: Subury Community Center.cxdw
DRAWING DATE: X
PROJ/ORDER #: [Order entry, Dealer PO]

PLAN
NOR
SCALE:
1/8" = 1'-0"
SHEET NAME
A-1

PROPRIETARY INFORMATION NOTICE:
UNLESS PAYMENT HAS BEEN MADE TO RED
THREAD SPACES, LLC FOR PLAN DEVELOPMENT,
THIS DRAWING, INCLUDING THE
SPECIFICATIONS, CONCEPTS AND DESIGNS
REPRESENTED HEREIN (A) IS AND SHALL REMAIN
THE PROPERTY OF RED THREAD (B) SHALL BE
USED ONLY IN RELATION TO THE SPECIFIC
PROJECT FOR WHICH IT HAS BEEN PREPARED,
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FOR WHICH IT HAS BEEN DEVELOPED.

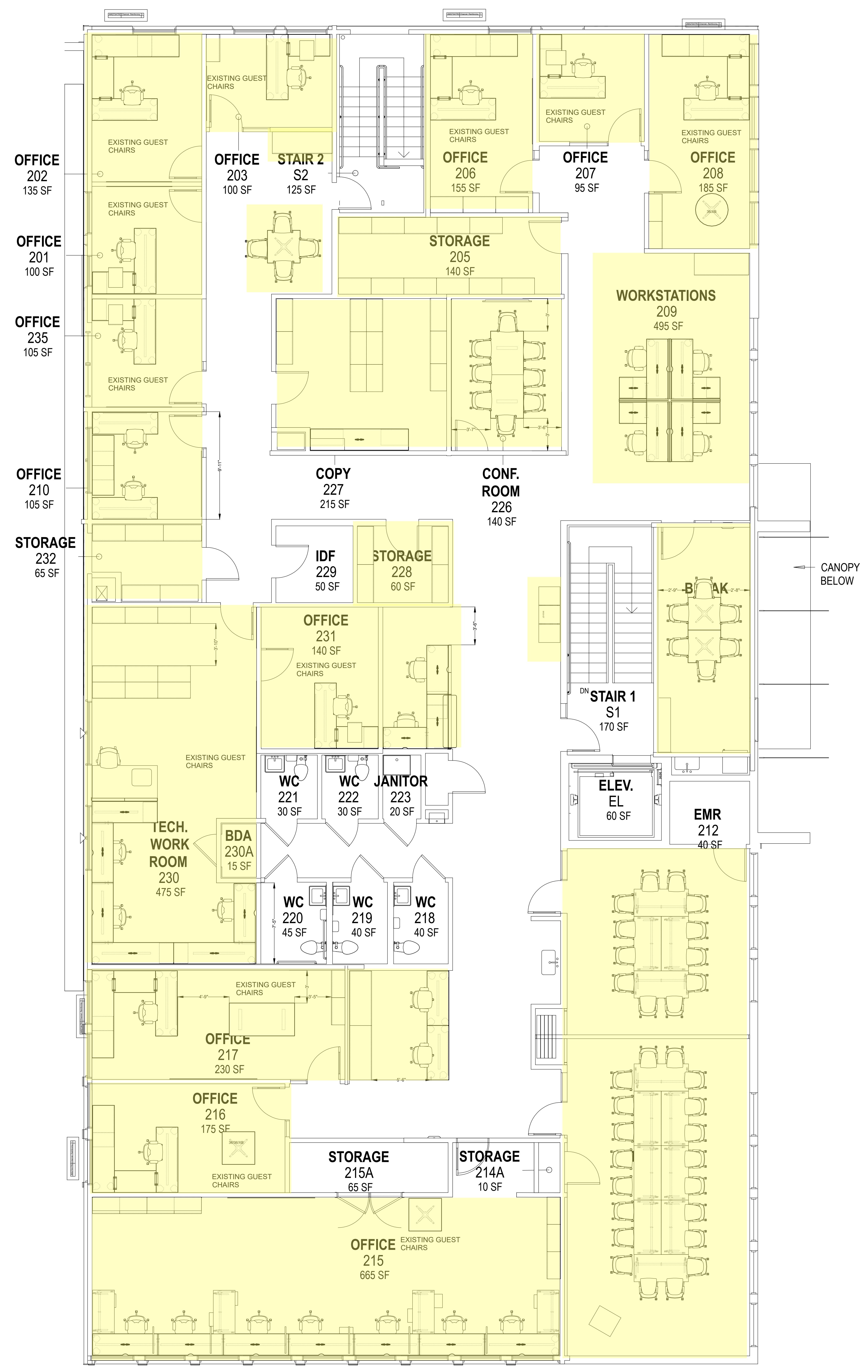
REV. REVISION DESCRIPTION DWNDATE

SALES TEAM
DAVID MENDEZELA

DESIGN TEAM
JAMIE LIN

PROJECT MANAGER
[Sales person #3, Name] [Sales person #3,
[Service dealer #3, Name] [Service dealer #3, Name]

CLIENT APPROVAL:
 APPROVED
 APPROVED AS NOTED
 REVISE & RESUBMIT
APPROVED BY & DATE:



Scale 1/4" = 1'

Attachment: Subury Community Center, Floor Plan 0.6.231 (0109) - Approve Fairbank (leasing contract)

PROJECT NAME & ADDRESS
David Mendzela
40 FAIRBANK ROAD
SUBURRY, MA
SHEET TITLE
SECOND FLOOR FURNITURE PLAN

FILE NAME: Subury Community Center.cxdw
DRAWING DATE: X
PROJ/ORDER #: [Order entry, Dealer PO]

PLAN
NOR
SCALE:
1/4" = 1'-0"
SHEET NAME
B-1

WALKTHROUGH - Cleaning - Fairbank Center - on 11/28/23 @ 1 pm

Firm - Business Name	Email	Phone
Over the Moon	OTMCservice@gmail.com	857-719-5849
Star Building Services	Jgarcia@sbsboston.com	617-997-1840
PARTNER facility solutions	Sales@partnerfacility.com	617-553-4862
Metrowest Cleaning Enterprise	JOEDEBARROS@Gmail.com	6172014716
DYNAMIC JANITORIAL CLN	MATT@DYNAMICJC.COM	774-287-7610
WATSON SCHEMISKE	MER JANITOR SERVICES@GMAIL	781-738-2893
Greenlife Janitorial/Corp	Greenlife1072@gmail.com	860-451-8285
HUB cleaning Janitorial	HUBJANITORIAL2015@gmail.com	978 994 - 5834
GDI INTEGRATED FACILITY SERVICES	MADINA.TAVARES@GDI.COM	508-395-2912
NATIONAL F. Services	guscelio@NFSINCOMP.COM	508 320 5155
Bcs facility inc	JReyes@BCSfacility.com	857-293-8951
Sole Source Restoration	mloqui@solesourcerestoration.com	786-306-4092
Inova Pro Clean	Inovaproclean@gmail.com	978-818-5821
M3m Contract Cleaning Inc	Jmiller@m3mcontractcleaning.com	781 436 5850
XKALE General Contracting LLC	xkalecontracting@gmail.com	857.225.8637

Attachment 1.i: Walkthrough_List_Cleaning Fairbank Center (6080 : Approve Fairbank cleaning contract)

WALKTHROUGH - Cleaning - Fairbank Center - on 11/28/23 @ 1 pm

Firm - Business Name	Email	Phone
Tolanda's Complete Care ^{cleaning}	Complete carecleaningreg23@gmail.com	508-488-0836
DAVID MOURA	dave@mourascleaning.com	978-562-1839
Uncle Sam's Contractors	skondratova@unclesamscontractors.com	860 455 6926
MOURA'S CLEANING SERVICE INC	TIAGO@MOURASCLEANINGSERVICE.COM	(978)490 3543
Hub cleaning company LLC	Hubjanitorialservices2015@gmail.com	978-994-5834

Attachment 1.i: Walkthrough_List_Cleaning Fairbank Center (6080 : Approve Fairbank cleaning contract)



SUDBURY SELECT BOARD
Tuesday, January 23, 2024

CONSENT CALENDAR ITEM
2: Patriot's Day Parade 2024

REQUESTOR SECTION

Date of request:

Requestor: John Neuhauser, Sudbury Companies of Militia and Minute

Formal Title: Vote whether to grant a Special Permit to the Sudbury Companies of Minute and Militia, to hold the annual Parade to Commemorate Patriot's Day on Friday April 19, 2024, from 5:30 A.M. through approximately 12:30 P.M., subject to Police Department safety requirements, Proof of Insurance Coverage and the assurance that any litter will be removed at the parade's conclusion.

Recommendations/Suggested Motion/Vote: Vote whether to grant a Special Permit to the Sudbury Companies of Minute and Militia, to hold the annual Parade to Commemorate Patriot's Day on Friday April 19, 2024, from 5:30 A.M. through approximately 12:30 P.M., subject to Police Department safety requirements, Proof of Insurance Coverage and the assurance that any litter will be removed at the parade's conclusion.

Background Information:

Attached

Financial impact expected:N/A

Approximate agenda time requested:

Representative(s) expected to attend meeting:

Review:

Select Board Office	Pending
Town Manager's Office	Pending
Town Counsel	Pending
Leila S. Frank	Pending
Select Board	Pending
Select Board	Pending

01/23/2024 7:00 PM

TOWN OF SUDBURY
NOV 9 2023 PM 1:06



Sudbury Companies of Militia and Minute, Inc.
P.O. Box 187
Sudbury, Massachusetts 01776

November 5, 2023

Town of Sudbury Select Board
Flynn Building
278 Old Sudbury Road
Sudbury, MA 01776

Re: Sudbury Companies of Militia & Minute march to the Old North Bridge on April 19, 2024

Dear Members of the Select Board:

On behalf of the Sudbury Companies of Militia and Minute, I am writing to request permission to conduct our annual march to commemorate Patriot's Day. As has been the tradition, we will march on April 19, 2024, from Sudbury Center to the Old North Bridge. We expect about 40-50 participants.

Our route will follow the same route as it has in prior years (pandemic years excluded) starting in Sudbury Center at 6:00 am and arriving at the Sudbury/Concord line on Dakin Rd. around 7:45 am. The detailed Route and Timetable is enclosed. I will send along an updated 2024 Insurance Certificate as soon as I receive it from our insurance agency.

We have contacted the Sudbury Police Department to request a patrol car to escort us from Sudbury Town Center to the Concord town line.

We sincerely appreciate your help. Should you have any comments or questions, please do not hesitate to contact me at our address above or via my personal contact information below.

Respectfully,

John Neuhauser
Sudbury Companies, Route Committee



Enclosed: Route and Timetable

Attachment2.a: Patriot's Day Parade 2024 Application_SB (6111 : Patriot's Day Parade 2024)

SUDBURY COMPANIES OF MILITIA & MINUTE

March to the Old North Bridge on April 19, 2024

Route and Timetable

East Sudbury / Wayland

- 04:30 AM Assembly of Troops at ye First Parish Church, Wayland
- 04:45 AM Depart First Parish Church
- 04:55 AM Grout-Heard House – Fire Salute
- 05:10 AM Continue March North on Old Sudbury Rd.
- 05:25 AM Wayland North Cemetery/First Town Center (1630) – Fire Salute
- 05:30 AM Depart by carriage and coach to Sudbury Center

Sudbury

- 05:30 AM Sudbury Town Hall: Assembly of Troops & Music
- 06:00 AM Combined forces begin March on Concord
- 06:05 AM Olde Town Cemetery – Fire Salute
- 06:10 AM Proceed along Concord Rd. to Pantry Rd.
- 07:00 AM North Cemetery – Fire Salute
- 07:05 AM Continue on Pantry Rd. towards Old Dakin Rd.

Concord

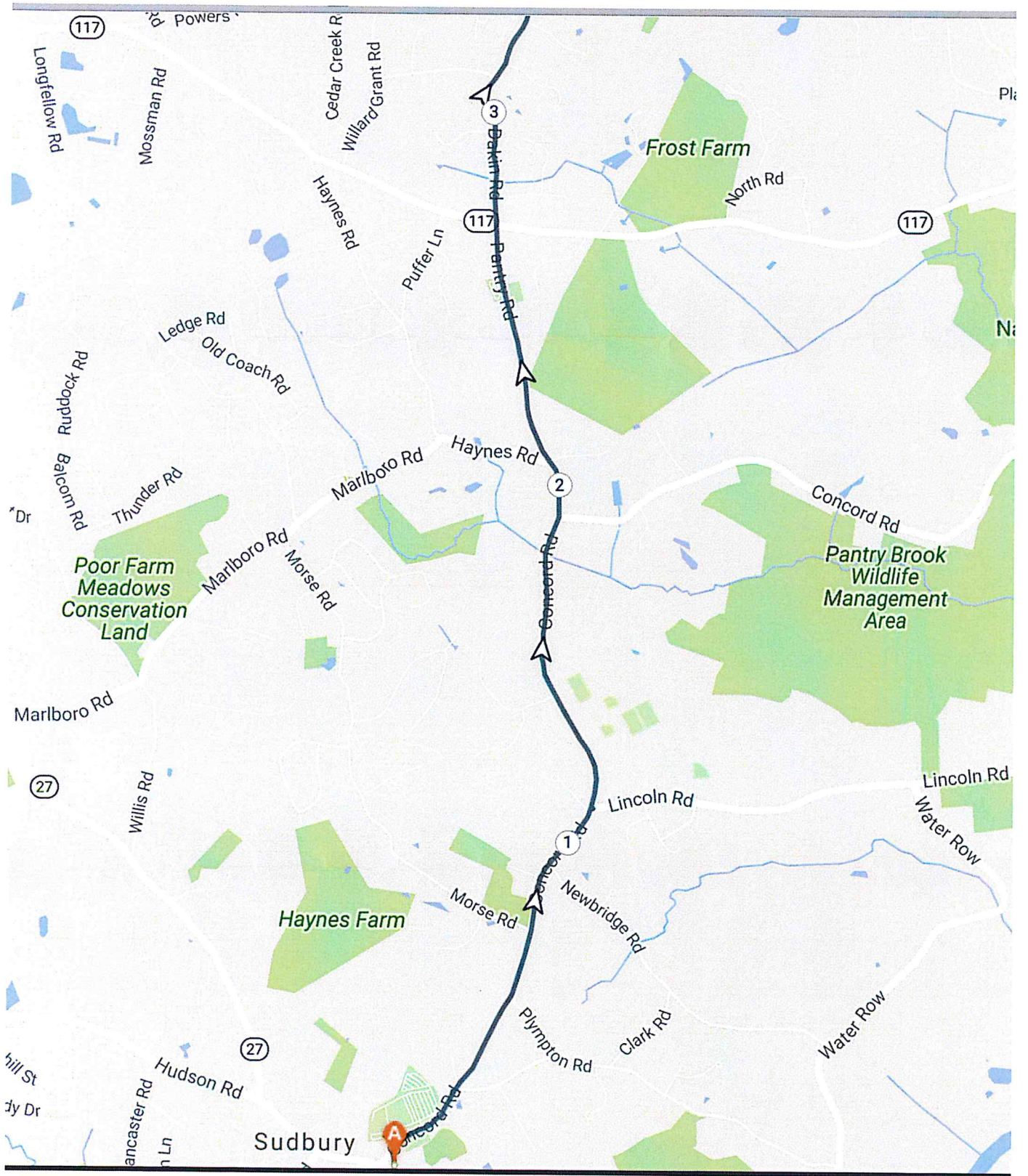
- 07:45 AM Concord Line – Becomes Old Picard Rd. – Fire LAST salute til ONB
- 08:15 AM Concord Middle School – refreshment stop
- 08:45 AM Proceed on Marlboro Rd., left onto Old Bridge Rd.
- 09:15 AM Left onto Main St., bare right onto Commonwealth Ave.
- 09:45 AM Cross Rt. 2 at Rotary (w/ MA SP escort), continue onto Barrett’s Mill Rd.
- 10:15 AM Proceed to Honorable Col. Barrett’s home – refreshment stop
- 10:45 AM Proceed on to Buttrick Mansion

Old North Bridge

- 11:30 AM Arrive at the North Bridge Visitor Center
- 11:45 AM Inspection of Muskets by the NHP Park Ranger
- 12:00 PM Ceremonies on North Bridge Honoring the Brave Souls of our Ancestors

Wayside Inn

- 12:30 PM Return to the Wayside Inn for Flag Ceremony & refreshment
- 1:00 PM Flag Changing Ceremony over the Front Door of the Wayside Inn
- 1:15 PM Lunch on the Terrace at the Wayside Inn



Attachment 2.a: Patriot's Day Parade 2024 Application_SB (6111 : Patriot's Day Parade 2024)

2024 Patriot's Day Parade

Friday, April 19, 2024

Department Feedback

Department	Staff	Date	Comments
Fire Department	Chief Whalen	1/19/24	No issues with us.
Highway Department	Dan Nason	1/18/24	The Public Works Department has no issues with this application assuming there are no resources (barricades, cones, personnel, etc.) needed by the Public Works Department.
Park & Recreation	Dennis Mannone	1/17/24	Good with P&R.
Police Department	Chief Nix	1/18/24	Police department is good with the event given continued positive etiquette. Group has been appropriate the past number of years.



SUDBURY SELECT BOARD
Tuesday, January 23, 2024

CONSENT CALENDAR ITEM

3: Accept donation for Cemetery perpetual care

REQUESTOR SECTION

Date of request:

Requested by: Patty Golden

Formal Title: Vote to accept a \$3,000 donation from a former Sudbury resident to the Contributions and Donations account toward perpetual care of Town Cemeteries.

Recommendations/Suggested Motion/Vote: Vote to accept a \$3,000 donation from a former Sudbury resident to the Contributions and Donations account toward perpetual care of Town Cemeteries.

Background Information:

Financial impact expected:

Approximate agenda time requested:

Representative(s) expected to attend meeting:

Review:

Select Board Office	Pending
Town Manager's Office	Pending
Town Counsel	Pending
Select Board	Pending
Select Board	Pending

01/23/2024 7:00 PM

Treasurer

Date: 1/3/2024

To the Officer making Payment:

Received of Dennis Keohane, the sum of **\$3,000.00**

for the week/period ending 1/3/2024, for collections

as per this schedule on this date, filed in my office.



Treasurer's Office

ORG	OBJECT	DESCRIPTION	TOTAL
Bond/Financing Related			
0100000 725148	483100	CONTRIBUTIONS & DONATIONS	3,000.00
		Cash: N/A (Wired to Bank)	
		Checks: N/A	
		Total: N/A	

TOTAL SCHEDULE: **\$3,000.00**

Attachment 3.a: Cemetery Donation acct (6112 : Accept donation for Cemetery perpetual care)



SUDBURY SELECT BOARD
Tuesday, January 23, 2024

CONSENT CALENDAR ITEM

4: Approve contract to Alpha Facilities Solution

REQUESTOR SECTION

Date of request:

Requestor: Sandra Duran, Combined Facilities Director

Formal Title: Vote to approve award of contract by the Town Manager, pursuant to approval of Article 27 of the 2023 Annual Town Meeting, to Alpha Facilities Solution, LLC, for the provision of services relative to the municipal building space inventory study and management for facilities with the Town of Sudbury in the amount of \$238,018; and to act on anything relative thereto.

Recommendations/Suggested Motion/Vote: Vote to approve award of contract by the Town Manager, pursuant to approval of Article 27 of the 2023 Annual Town Meeting, to Alpha Facilities Solution, LLC, for the provision of services relative to the municipal building space inventory study and management for facilities with the Town of Sudbury in the amount of \$238,018; and to act on anything relative thereto.

Background Information:
see attached

Financial impact expected:Funded under Art. 27 of 2023 ATM

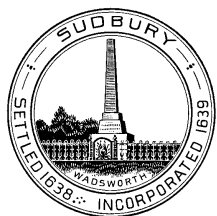
Approximate agenda time requested:

Representative(s) expected to attend meeting:

Review:

Select Board Office	Pending
Town Manager's Office	Pending
Town Counsel	Pending
Select Board	Pending
Select Board	Pending

01/23/2024 7:00 PM



Town of Sudbury

Facilities Department

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

Sandra R. Duran, Combined Facilities Director

January 16, 2023

To: Andrew Sheehan, Town Manager
From: Sandra R. Duran, Combined Facility Director
RE: Alpha Facilities Solution, LLC Contract

Dear Andy,

I write to you today to request a vote from the Select Board to enter into a contract in the amount of \$238,018 with Alpha Facilities Solution, LLC, to engage in a planned facility condition assessment and space use analysis.

ALPHA Facilities Solutions is a global provider of asset management services featuring: workforce development, capital planning, maintenance management, environmental planning, investment strategy, space planning services, and lifecycle management delivery.

This contract with Alpha Facilities Solution, LLC will provide a Space Utilization Study, Capital Planning Facility Condition Assessment, Equipment (Asset) Inventory, Equipment Barcode Tagging, Preventive Maintenance Schedules and Brightly Software Predictor Implementation.

Qualified facilities professionals will perform space inventory of all facilities. The inventory information will provide a database of floor plan information for use in space management of the facilities.

These professional services include meeting with key stakeholders to gather and evaluate capacity, occupancy use and program needs. The capacity calculations are based on stakeholder input, building code and pedagogical use of the space recognized in the SIMS (Space Inventory Management System), and FICM (Facility Inventory Code Manual). Based on the data and planning criteria collected regarding the size of spaces and information gathered from users and decision makers, the adequacy of space will be determined. If there are inadequacies or inefficiencies recommendations will be

Attachment4.a: Alpha justification letter to TM for SB approval 1.16.2023-signed (6114 : Approve contract to Alpha Facilities Solution)

provided. Recommendations will be provided regarding efficient and effective use of spaces and/or facilities based on current methods and future strategic plans

During the Facility Condition Assessment phase, visible systems will be evaluated by physically touring the site and by conducting interviews of facility personnel with historical knowledge of each of the assets. Data collected and information gathered will be related to system type, age, quantities and condition in order to construct accurate budget estimates.

After the condition assessments are complete, forecasts for the renewal of building systems through life-cycle analysis will be developed. These forecasts will assist in the creation of budgets for capital renewal. Additionally, they allow for the long-term projection of renewal cost.

Deliverables will include but are not limited to: Space Utilization Data, Floorplans, and Report , Facility Condition Assessment Report , Twenty-Year Capital Renewal Schedule, Population of Facility Condition Assessment data into Brightly software planning solution, an Excel File – Equipment Inventory and an Excel File of Preventive Maintenance Schedules both of which will be uploaded into the Brightly software.

The portfolio of facilities that will be evaluated within this contract equates to approximately 643,729 square feet and includes the follow list of buildings.

Facilities Summary		
Site Name (School or Building)	Address	Gross Square Footage
Curtis Middle School	22 Pratts Mill Road	155,000
Nixon Elementary School	472 Concord Road	56,000
Haynes Elementary School	169 Haynes Road	62,088
Loring Elementary School	80 Woodside Road	77,151
Peter Noyes Elementary School	280 Old Sudbury Road	83,450
Town Hall	322 Concord Road	12,789
Flynn Building Administration Offices	278 Old Sudbury Road	15,916
DPW Building Administration Offices	275 Old Lancaster Road	28,297
DPW Rear Building Garage and Offices	275 Old Lancaster Road	11,764
DPW Salt Sheds	275 Old Lancaster Road	12,320
Parks and Grounds Building	503 Concord Road	3,088
Goodnow Library	21 Concord Road	32,790
Fairbank Community Center	40 Fairbank Road	51,100
Fire Department Head Quarters	77 Hudson Road	9,628
Fire Department Station #2	540 Boston Post Road	3,484
Fire Department Station #3	268 North Road	3,484
Police Department	75 Hudson Road	17,050
Hosmer House	299 Old Sudbury Road	3,824
Loring Parsonage	288 Old Sudbury Road	3170
Haynes Meadow House	489 Peakman Road	1336
TOTAL GSF		643,729

This software will be procured through the Sourcewell Purchasing Cooperative who has already gone to bid for their members and have selected Brightly as the best products for the best price.

Here's Sudbury's purchasing information with Sourcewell: <https://www.sourcewell-mn.gov/node/1393556>

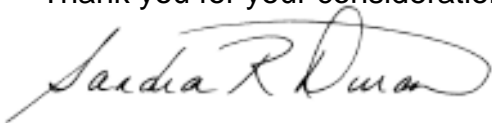
Here's Alpha Facilities Solution, LLC's awarded contract information with Sourcewell: <https://www.sourcewell-mn.gov/cooperative-purchasing/020421-alp>

In terms of the justification to engage in this contract with Alpha Facilities solution, one key deliverable of the Alpha Facilities contract is that it will coincide with the services that we have procured with Brightly Software and the facility condition assessment data that Alpha collects/provides will be imported into the software to give the Town a turnkey system. As noted previously, this includes:

- Asset/equipment name plate data for an updated asset registry
- Preventative Maintenance schedules so they can be automated and tracked
- Condition data, estimated replacement date & cost to help with short- and long-term capital replacement planning.

Please let me know if I can provide any additional information to support this request or answer any questions that you may have.

Thank you for your consideration,



Sandra R. Duran



4085 Cibolo Canyons, Suite 200, San Antonio, TX 78261
 Phone: 210-492-5742 | answers@alphafacilities.com
 www.alphafacilities.com

November 6, 2023

Sandra Duran
 Facilities Director
 Town of Sudbury, MA
 Department of Public Works Building
 275 Old Lancaster Road
 Sudbury, MA 01776
 durans@sudbury.ma.us
 978-443-2209 x 5465

Dear Ms. Duran:

Re: Space Utilization, Facility Condition Assessment, Asset Inventory, Barcode Tagging, Preventive Maintenance Schedules, Brightly Predictor Implementation
 Approximate Gross Square Footage: 643,729 GSF

Following up on our recent discussion, thank you for the opportunity to provide you with a proposed scope of work, deliverables, schedule and a formal proposal for your consideration and signature. This proposal is revised according to the following changes in the list of facilities:

1. Includes the additions of Haynes Meadow House at 1336 GSF
2. Includes the addition of the Fairbank Community Center at 51,100 GSF
3. Includes an increase of 10,650 GSF for the Police station based on the updated list of facilities provided
4. Includes a decrease of 688 GSF for Curtis Middle School based on the updated list of facilities provided

Scope of Work

I. ALPHA Facilities Solutions, Space Utilization Study Scope

A. Space Inventory

Qualified facilities professionals will perform space inventory of all facilities. The inventory information will provide a database of floor plan information for use in space management of the facilities and further analysis later in the project.

ALPHA will inventory space and report the following: total facility portfolio, subtotal by building, and subtotal by type of space.

The space inventory shall include the room number, the current space use, originally intended space use (if known), and square foot area for use in facility and system capacity analyses. A coding system for each space type will be included in the inventory allowing for extraction and analytics of data elements from CAD files into a spreadsheet format which will allow data filtering and analysis per space type or per facility.

Examples of space categories include:

- General Purpose Classroom/Instructional
- Physical Education
- Auditorium
- Media Center

- Dining and Food Service
- Administrative Spaces
- Teacher/Staff Services
- Custodial Services

Screenshots of a typical dataset deliverable are shown here:

	A	B	C	D	E	F	G
1	Handle	Buildin	Floor	Room #	Display	CRNT_USE	ROOMNA
2	'2D5CD	1032	1	1	COMPUTER LAB	COMPUTER SCIENCE LAB	COMPUTER LAB
3	'2D5B7	1032	1	1A	LAN	LOCAL AREA NETWORK (LAN) - HUB	STORAGE
4	'2D5A1	1032	1	2	GPC	SCIENCE - PREP/STORAGE	HOST NATION
5	'2D5E3	1032	1	3	GPC	GYMNASIUM - LOCKER ROOM	BREAKROOM
6	'2D58B	1032	1	4	GPC	GENERAL PURPOSE CLASSROOM	GPC
7	'2D625	1032	1	5	GPC	GENERAL PURPOSE CLASSROOM	GPC
8	'2D533	1032	1	6	GPC	GENERAL PURPOSE CLASSROOM	GPC
9	'2D651	1032	1	7	GPC	GENERAL PURPOSE CLASSROOM	GPC
10	'2D51D	1032	1	8	HOST NATION	HOST NATION - CLASSROOM	GPC
11	'2D693	1032	1	9	GPC	GENERAL PURPOSE CLASSROOM	GPC
12	'2D4C5	1032	1	10	GPC	GENERAL PURPOSE CLASSROOM	GPC
13	'2D6A9	1032	1	11	EI/LI (MM)	GENERAL PURPOSE CLASSROOM	GIFTED
14	'2D4A6	1032	1	12	MUSIC	GENERAL PURPOSE CLASSROOM	MUSIC
15	'2D8A3	1032	1	30	GYM	GYMNASIUM - GYM	GYM
16	'2D88D	1032	1	30A	OFFICE	GYMNASIUM - COACH OFFICE	OFFICE
17	'2D84B	1032	1	30B	STORAGE	GYMNASIUM - STORAGE	STORAGE
18	'2D877	1032	1	30C	STAGE	MULTIPURPOSE ROOM - STAGE	STAGE
19	'2D785	1032	1	A1	RECEPTION	ADMIN - RECEPTION/WAITING AREA	RECEPTION
20	'2D76F	1032	1	A2	OFFICE	ADMIN - OFFICE	ASST. PRIN.
21	'2D72D	1032	1	A3	HALL	CIRCULATION - INTERNAL	HALL
22	'2D759	1032	1	A4	OFFICE	ADMIN - OFFICE	STORAGE
23	'2D743	1032	1	A5	PRINCIPAL	ADMIN - OFFICE	PRINCIPAL
24	'2D6EB	1032	1	A6	CENTRAL WORKROOM	ADMIN - PRINCIPAL OFFICE	COUNSELOR
25	'2D701	1032	1	A7	COUNSELOR	GUIDANCE COUNSELING CENTER - COUNSELOR OFFICE	NURSE
26	'3D56B	1032	1	A7A	OFFICE	ADMIN - OFFICE	NURSE
27	'2D79B	1032	1	A8	FLES	HEALTH SERVICES - NURSE OFFICE	JANITOR
28	'2D7B1	1032	1	A9	OFFICE	HEALTH SERVICES - REST AREA	OFFICE
29	'2D7C7	1032	1	C101	LOBBY	CIRCULATION - LOBBY	LOBBY
30	'2D835	1032	1	C102	CORRIDOR	CIRCULATION - CORRIDOR	CORRIDOR

	G	H	I	J	K
	ROOMNA	INTEN_USE	GSF	Space Id	Building Id
	COMPUTER LAB	COMPUTER SCIENCE LAB	737	eecaa54c-f97a-4805-a0b9-f8cc5ddc8ab9	e830e772-4b47-4f5d-9f83-427af9613901
	STORAGE	STORAGE - GENERAL	114	294a0f31-54c0-49e5-805d-33b1c93a12eb	e830e772-4b47-4f5d-9f83-427af9613901
	HOST NATION	HOST NATION - CLASSROOM	858	e6108b25-1d3c-4faa-9a80-2d97766f058b	e830e772-4b47-4f5d-9f83-427af9613901
	BREAKROOM	ADMIN - BREAKROOM/KITCHEN	858	664a48f2-a2f7-4f6f-8e12-b1d37d8e5a4b	e830e772-4b47-4f5d-9f83-427af9613901
	GPC	GENERAL PURPOSE CLASSROOM	858	2db25a21-33e6-4e02-820e-4790fac7b38	e830e772-4b47-4f5d-9f83-427af9613901
	GPC	GENERAL PURPOSE CLASSROOM	866	bd17621c-e4c6-4710-83a9-25a2c2b2deb9	e830e772-4b47-4f5d-9f83-427af9613901
	GPC	GENERAL PURPOSE CLASSROOM	858	5020a155-9294-4059-88eb-75a33059e68e	e830e772-4b47-4f5d-9f83-427af9613901
	GPC	GENERAL PURPOSE CLASSROOM	859	b4d2514b-de11-48ea-be28-6f52adda590	e830e772-4b47-4f5d-9f83-427af9613901
	GPC	GENERAL PURPOSE CLASSROOM	858	0c0bfff0-89c7-430c-8748-fa9817bc09d	e830e772-4b47-4f5d-9f83-427af9613901
	GPC	GENERAL PURPOSE CLASSROOM	865	c17a1020-d922-47e8-84c3-7f0bef1f1547	e830e772-4b47-4f5d-9f83-427af9613901
	GPC	GENERAL PURPOSE CLASSROOM	858	4d9185df-93ea-4467-b373-085cd5611823	e830e772-4b47-4f5d-9f83-427af9613901
	GIFTED	GIFTED EDUCATION	858	06a3274c-49bd-4fc5-bb9d-05247e05647b	e830e772-4b47-4f5d-9f83-427af9613901
	MUSIC	MUSIC SUITE - CLASSROOM	858	82a126eb-0d1e-4ee1-8799-61aef74505f0	e830e772-4b47-4f5d-9f83-427af9613901
	GYM	GYMNASIUM - GYM	5298	c128c8c7-8efb-449d-85bc-2b85b11627b8	e830e772-4b47-4f5d-9f83-427af9613901
	OFFICE	GYMNASIUM - COACH OFFICE	159	dff6f810-002d-42a1-9d99-82c1ea1aca19	e830e772-4b47-4f5d-9f83-427af9613901
	STORAGE	GYMNASIUM - STORAGE	161	ddc11ce7-2c55-4779-8ed7-70176b7bef80	e830e772-4b47-4f5d-9f83-427af9613901
	STAGE	MULTIPURPOSE ROOM - STAGE	630	2d6dd2c0-7fe1-4253-92ce-5b046e7d1541	e830e772-4b47-4f5d-9f83-427af9613901
	RECEPTION	ADMIN - RECEPTION/WAITING AREA	578	d8e9a1c5-f1a6-4dja-beaa-765b9525b578	e830e772-4b47-4f5d-9f83-427af9613901
	ASST. PRIN.	ADMIN - ASSISTANT PRINCIPAL OFFICE	285	c61d2377-6c28-4589-ac6a-d82daac29ba0	e830e772-4b47-4f5d-9f83-427af9613901
	HALL	ADMIN - SUITE HALL	143	63c6aca4-e00c-4bba-b22f-f77b8a31396	e830e772-4b47-4f5d-9f83-427af9613901
	STORAGE	ADMIN - STORAGE	96	e8659d73-0e65-43e6-ac93-37fa58ae4107	e830e772-4b47-4f5d-9f83-427af9613901
	PRINCIPAL	ADMIN - PRINCIPAL OFFICE	154	40c4f85b-345a-44a8-82ed-c539f66263d0	e830e772-4b47-4f5d-9f83-427af9613901
	COUNSELOR	GUIDANCE COUNSELING CENTER - COUNSELOR OFFICE	566	e880d99b-12ba-46f9-b28d-4ba3504718b9	e830e772-4b47-4f5d-9f83-427af9613901
	NURSE	HEALTH SERVICES - NURSE OFFICE	192	01a17df5-3a6f-4091-9042-b71c5b7264cc	e830e772-4b47-4f5d-9f83-427af9613901
	NURSE	HEALTH SERVICES - NURSE OFFICE	88	94f79a1a-6eea-41b8-b2f8-749370ac20f8	e830e772-4b47-4f5d-9f83-427af9613901
	JANITOR	JANITOR - CLOSET	112	77a2901e-4a5d-4df5-ae4b-679758a5bf1e	e830e772-4b47-4f5d-9f83-427af9613901
	OFFICE	ADMIN - OFFICE	240	7ee0302f-3267-4c09-a2e5-9844f2ed6719	e830e772-4b47-4f5d-9f83-427af9613901
	LOBBY	CIRCULATION - LOBBY	1349	c114c771-323a-4e3b-8da1-782c6e71cb84	e830e772-4b47-4f5d-9f83-427af9613901
	CORRIDOR	CIRCULATION - CORRIDOR	149	ff745e1c-2775-4517-bb12-d3509e135516	e830e772-4b47-4f5d-9f83-427af9613901
	CORRIDOR	CIRCULATION - CORRIDOR	2183	17411500-148d-458d-959b-65791c957daa	e830e772-4b47-4f5d-9f83-427af9613901
	ELEVATOR	CIRCULATION - ELEVATOR	26	84f54516-7323-4706-b49d-fb1380409541	e830e772-4b47-4f5d-9f83-427af9613901

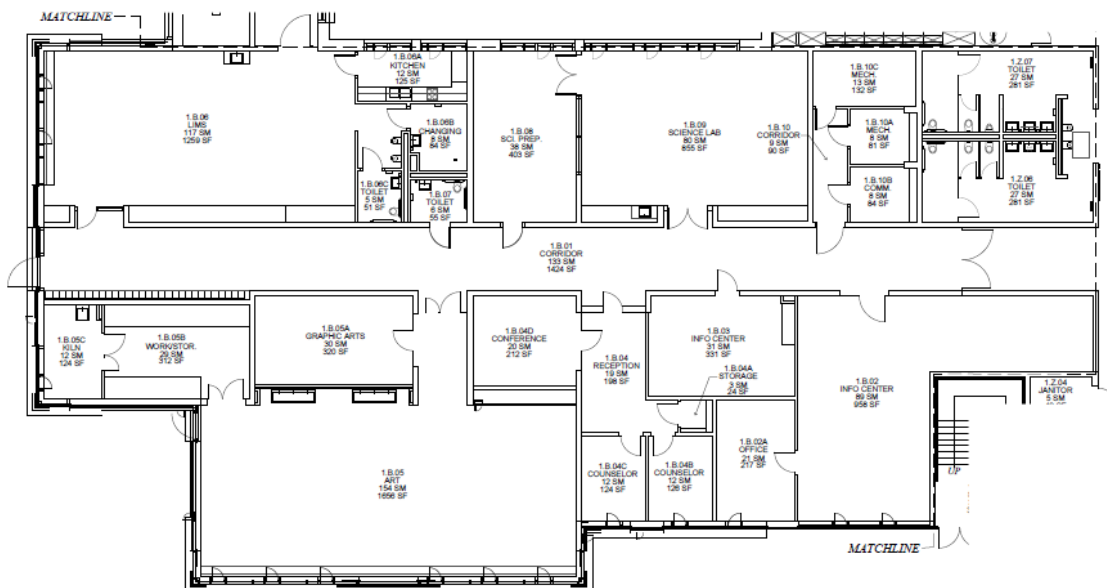
Attachment 4.b: Alpha Town of Sudbury MA Proposal 110623 Final (6114 : Approve contract to Alpha Facilities Solution)

B. CAD Space Documentation

ALPHA will transfer all space survey documentation into AutoCAD.

- a. In the event CAD (.dwg) files do not exist for facilities, ALPHA we will collaborate with a designated representative to identify which facilities require field/on-site surveys or if desktop updates can be generated from existing PDF files or scanned images.
- b. Scanned drawing files or PDF's will be imported into CAD software, scale and appropriately trace the facility. Accuracy will be based on the quality of the original hard copy drawings or current digital files. Based on the representative input or mark-ups, physical configuration changes can be incorporated into the updated drawing file.
- c. New facilities or buildings with no available drawings will require an on-site survey to generate accurate CAD files.
- d. ALPHA will perform a survey of the building to capture the following information to generate drawings:
 - Measure each room to accurately draw each space.
 - Perimeter of the building will be measured in detail to produce a representative overall layout of each floor.
 - Walls, doors, windows, and columns will be produced to accurately represent the physical space within the facility.
 - Room attribute room data will be predetermined prior to the survey based on input from the client. Items that may be included are: Room Number, Room Type, Area (SF/SM), Room Use, number of stations, pedagogies, etc.
 - Additional features that may be captured based on client requirements are: water fountains, restroom fixtures (toilet, sink, urinal, etc.), janitorial sinks, etc.
- e. ALPHA will use AutoCAD software during the drawing phase ultimately producing .dwg files. ALPHA will specifically utilize AutoCAD Architecture design tools to generate all components and associated layers.
- f. ALPHA will coordinate with the client on all required AutoCAD Layer expectations and level of accuracy.

An example of a typical floorplan deliverable is shown here:



C. CAPACITY AND OCCUPANCY EVALUATION

Capacity, occupancy and program needs will be gathered and evaluated. Capacity calculations are based on client input, building code and pedagogical use of the space recognized in the SIMS (Space Inventory Management System), and FICM (Facility Inventory Code Manual)

- Review demographics and occupancy to confirm space needs
- Review rules, standards, measures for allocable capacities for space types
- Space workshops and programming meetings
- Establish planning metrics and criteria aligned to support program operational and strategic aspirations
- Review program requirements to confirm understanding of current and future program needs

D. SPATIAL ADEQUACY ANALYSIS

Based on the data and planning criteria collected regarding the size of spaces and information gathered from users and decision makers, the adequacy of space will be determined. If there are inadequacies or inefficiencies recommendations will be provided. Recommendations will be provided regarding efficient and effective use of spaces and/or facilities based on current methods and future strategic plans.

- Consider/compare existing programs, space, and occupancy
- Data analysis
- Evaluations of alternatives
- Provide recommendations

II. *Capital Planning Facility Condition Assessment*

As part of this work effort, we will perform a lifecycle cost analysis of the existing building systems to include current capital investment, current operating costs, and future capital replacement costs. The analysis will also include risk analysis of existing building systems.

Facilities will be assessed by our assessment teams comprised of qualified architects, engineers and/or construction professionals. Our teams will include a professional to assess architectural and mechanical, electrical and plumbing components of your facilities.

Our teams will evaluate the condition and estimate the remaining service life for the purposes of renewal forecasting for the building systems shown below.

1. **Exterior systems:** Roof systems, Wall systems, Window systems, and Exterior door systems.
2. **Interior systems:** Wall systems, Interior door systems, Floor systems and Ceiling systems.
3. **Heating, ventilation and air conditioning.**
4. **Electrical and electrical distribution systems:** Branch wiring systems, Lighting systems and Service distribution system
5. **Plumbing systems:** Plumbing fixture system, Sanitary sewer system and Domestic water distribution system.
6. **Fire protection systems:** Emergency lighting system, fire sprinkler and suppression system, fire alarm detection system and standpipe system
7. **Elevator systems.**

8. Site and Infrastructure: Vehicular and Pedestrian Pavements.

Visible systems will be evaluated by physically touring the site and by conducting interviews of facility personnel with historical knowledge of each of the assets. Data collected and information gathered will be related to system type, age, quantities and condition in order to construct accurate budget estimates.

Outlined below is a summary of the site and infrastructure assessment services to be included with this work effort:

We will perform a visual Pavement Condition Assessment of pavement surface to document the current condition of the pavement.

- Roadways – Curbs, gutters, pavement markings, and pavement surfaces.
- Parking Lots – Curbs, gutters, pavement markings, and pavement surfaces.
- Pedestrian Paving (Sidewalks and other Small Paved Areas) - Curbs, gutters, pavement markings, and pavement surfaces.

Assumptions - Client will provide

- Installation date(s) of each system in each area
- Naming convention for roadways, parking lots, plazas and other paved areas
- Maintenance history, previous paving studies, and renovation documentation

In the event that this documentation is not available our team will

- Assume the paving systems installation date to be the same as the construction date of adjacent structures
- Will calculate approximate Gross Square Footages from satellite imagery or maps

Deliverables - Findings for the Pavement Condition Assessment will be included in the overall FCA report. Budget estimates for individual paving needs will be developed and input into capital planning software. The assessment report will include a summary of the findings of each different pavement item assessed (e.g. roadways, parking lots, pedestrian paving) and location maps of the deficiencies observed during the assessment.

Assumptions

Client will provide mechanical room keys (when escorts are not available), floor plans, ladders and copies of maintenance logs as requested to support the project.

Definition of Data and Data Collection Standards

We will assist in defining facility condition data standards and collection standards. We will also use these standards to assess and report conditions for the property elements noted above.

Digital Photographs

Photos will be used for building identification and documentation of system conditions to support the assessment process and report deliverables. Within the capital planning software, photographs of facilities and expired building system will be available.

Corrective Action Recommendations and Costing

Using ALPHA's Asset Performance Planning Software (APPS), budgets will be provided for deficient conditions

identified during the facility condition assessment. Parametric cost estimates are based on nationally recognized estimating data such as RSMeans.

Deficiency Prioritization

We understand the reduction of the current backlog of maintenance items to be a multi-year task, and we must be able to assign a priority to each deficiency. Before data collection begins, we will work with you to establish prioritization standards.

Data Analysis and Reports

Facility Condition Index (FCI)

We will develop an, FCI to quantify the deficiencies in each building. Our data is used to report the relative condition of buildings using a ratio of needed repairs (NR) over current replacement value (CRV) for the facility condition index (FCI). This ratio will allow you to sort your facilities into a list of “worst first.” This list will become a powerful document when planning and prioritizing remediation.

$$FCI = \left\{ \frac{\text{Needed Repairs}}{(CRV)} \right\} \times 100$$

We will provide an FCI for current timeframe and an extended FCI for current plus five years for all facilities/sites in which the FCA is conducted.

Facility Renewal Forecasting

Long-range funding for facilities is accomplished by identifying the rate of renewal required to maintain components of each facility as it depreciates and becomes unusable. As part of the facility renewal forecasting activities, we will:

1. Analyze and model the rates of depreciation of each facility and report on the annual reinvestment rate to replace components as they exceed useful service life, and
2. Determine approximate replacement cost of each building component where cumulating of components will equal the replacement value of the building.

After the condition assessments are complete, we will develop forecasts for the renewal of building systems through life-cycle analysis. These forecasts will assist in the creation of budgets for capital renewal. Additionally, they allow for the long-term projection of renewal cost. Future work will be estimated by taking the cost of a particular system renewal and forecasting the date of renewal by determining the expected life.

Examples of capital renewal forecast data are shown on the following pages.

Capital Renewal Schedule (Tabular). This chart is an example of a tabular view of all of the current deficiencies together with a view of when the High School should budget for reinvestment in building systems as they approach their end of design life. The data is organized by building system following the UNIFORMAT structure.

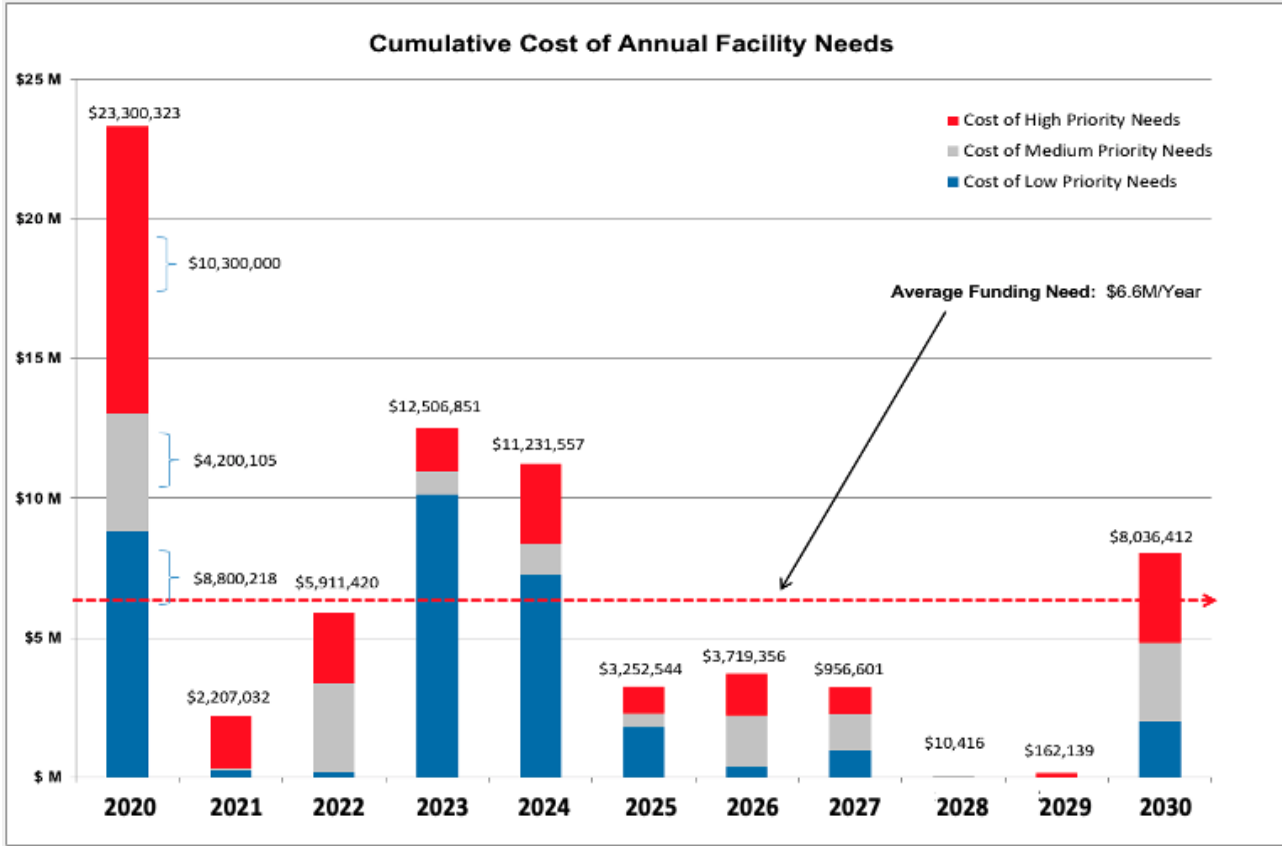
Table 1. Sample Current and Forecasted Needs Summarized by System (Current + 5 years)

System	2020	2021	2022	2023	2024	2025
Needs by Year	\$21,282,581	\$807,548	\$242,118	\$5,741,521	\$331,765	\$4,960,827
Exterior Enclosure	\$2,312,018	\$0	\$94,499	\$92,827	\$17,274	\$70,633
Exterior Walls (Finishes)	\$468,513	\$0	\$0	\$0	\$0	\$43,928
Exterior Windows	\$1,254,078	\$0	\$81,959	\$1,710	\$0	\$0
Exterior Doors	\$457,757	\$0	\$0	\$91,117	\$17,274	\$1,626
Maintenance Roll-up Door	\$131,670	\$0	\$12,540	\$0	\$0	\$25,080
Roofing	\$571,445	\$37,643	\$0	\$110,381	\$0	\$10,383
Roof Coverings	\$571,445	\$37,643	\$0	\$110,381	\$0	\$10,383
Interior Construction	\$2,243,113	\$12,312	\$125,025	\$417,030	\$0	\$3,593
Interior Doors	\$1,713,068	\$0	\$117,674	\$294,799	\$0	\$0
Specialties	\$406,925	\$0	\$7,351	\$116,075	\$0	\$3,593
Toilet Partitions	\$123,120	\$12,312	\$0	\$6,156	\$0	\$0
Interiors	\$5,868,384	\$0	\$15,976	\$286,460	\$312,535	\$658,943
Ceiling Finishes	\$1,511,025	\$0	\$15,976	\$25,456	\$129,866	\$49,273
Floor Finishes	\$2,886,155	\$0	\$0	\$250,373	\$182,670	\$481,870
Wall Finishes	\$1,471,204	\$0	\$0	\$10,631	\$0	\$127,800
Plumbing	\$1,992,669	\$0	\$0	\$1,383,005	\$0	\$2,476,316
Domestic Water Distribution	\$123,038	\$0	\$0	\$365,305	\$0	\$297,300
Plumbing Fixtures	\$1,012,584	\$0	\$0	\$547,876	\$0	\$1,200,799
Sanitary Waste	\$857,047	\$0	\$0	\$469,824	\$0	\$978,217
HVAC	\$2,825,851	\$630,571	\$0	\$1,942,423	\$0	\$714,470
Controls and Instrumentation	\$11,375	\$275,345	\$0	\$157,174	\$0	\$45,836
Distribution System	\$2,151,767	\$355,226	\$0	\$1,783,340	\$0	\$602,476
Heat Generation	\$419,149	\$0	\$0	\$0	\$0	\$66,157
Terminal & Package Units	\$243,560	\$0	\$0	\$1,909	\$0	\$0
Fire Protection	\$1,805,532	\$80,023	\$0	\$423,374	\$0	\$46,164
Fire Alarms	\$1,011,043	\$80,023	\$0	\$423,374	\$0	\$0
Sprinklers & Standpipe	\$794,489	\$0	\$0	\$0	\$0	\$46,164
Electrical	\$2,958,355	\$0	\$0	\$1,086,020	\$1,955	\$443,947
Branch Wiring	\$1,087,732	\$0	\$0	\$555,234	\$1,955	\$144,183
Lighting	\$1,252,939	\$0	\$0	\$518,938	\$0	\$299,765
Service Distribution	\$560,115	\$0	\$0	\$558	\$0	\$0
Other Electrical Services	\$57,568	\$0	\$0	\$11,290	\$0	\$0
Equipment & Furnishing	\$135,864	\$0	\$6,619	\$0	\$0	\$536,377
Institutional Equipment	\$135,864	\$0	\$6,619	\$0	\$0	\$536,377
Site Infrastructure	\$569,350	\$47,000	\$0	\$0	\$0	\$0
Pedestrian Pavements	\$27,500	\$0	\$0	\$0	\$0	\$0
Pedestrian Pavements	\$27,500	\$0	\$0	\$0	\$0	\$0
Site Development	\$21,800	\$2,000	\$0	\$0	\$0	\$0
Site Development	\$21,800	\$2,000	\$0	\$0	\$0	\$0
Vehicular Pavements	\$515,050	\$0	\$0	\$0	\$0	\$0

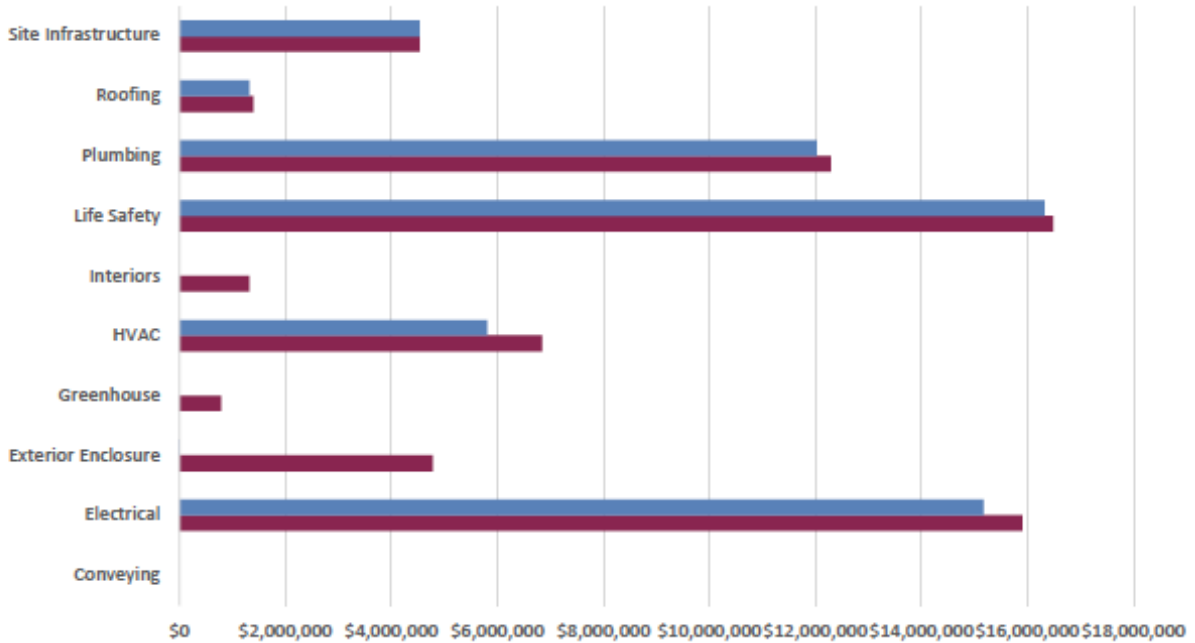
Attachment 4.b: Alpha Town of Sudbury MA Proposal 110623 Final (6114 : Approve contract to Alpha Facilities Solution)

Capital Renewal Schedule (Bar Chart). This chart is an example of how to communicate final needs to all levels of the organization. At the time the assessment is complete, the total value of the deferred backlog is shown in the first bar. By assigning priorities, you can begin their planning efforts by prioritizing high, medium and low priority projects. This view of your overall capital renewal forecast also allows you to begin developing a project plan for the next 5, 10, 15, 20 years. It also allows you to proactively group projects in a fashion to develop a more balanced level of investment and avoiding large, unanticipated spikes in capital requirements.

Attachment 4.b: Alpha Town of Sudbury MA Proposal 110623 Final (6114 : Approve contract to Alpha Facilities Solution)



Needs by system



	Conveying	Electrical	Exterior Enclosure	Greenhouse	HVAC	Interiors	Life Safety	Plumbing	Roofing	Site Infrastructure
2019	\$0	\$15,170,828	\$4,098	\$0	\$5,810,750	\$0	\$16,325,259	\$12,025,011	\$1,322,577	\$4,524,740
2024	\$0	\$15,898,299	\$4,772,737	\$783,953	\$6,845,730	\$1,321,129	\$16,487,795	\$12,285,285	\$1,390,101	\$4,524,740

We will work with you to establish performance goals for your portfolio of buildings. For example, you may choose performance goals based upon industry benchmarks for age, physical condition, and functional adequacy. These performance goals will be supported by an investment strategy based on priorities and criteria established to meet your goals.

Capital Planning, Project Planning and Packaging

For your project, we will use your preferred capital planning software. As part of our facility condition assessment process, we will use capital planning software to collect and manage the data associated with your facility condition assessment program.

In the event you do not have a preferred technology solution, we will use ALPHA's Asset Performance Planning Software (APPS) capital planning software. As part of our facility condition assessment process, we will use APPS to collect and manage the data associated with your facility condition assessment program. At the conclusion of the project, we are happy to deliver the database to you for your ongoing use. Or for a modest fee ALPHA would be happy to host and maintain your database.

In the event an alternative capital planning technology solution is preferred, we will work with you and your technology provider to assure the proposed level of effort is appropriate.

The capital planning software will serve as a single repository for all asset-related data. Using this software, we will:

1. Determine the long-term system renewal costs and timing
2. Analyze the facility condition index (FCI) for assets

Outlined below is an example of how to view facility condition index data to determine relative status of condition of your facilities.

Facility Condition Index (FCI)*	General Description*
0 - 10	Facility new or well maintained (very good condition)
11 - 20	Facility is satisfactorily maintained (good condition)
21 - 30	Facility is under maintained (fair condition)
31 - 60	Facility should be considered for significant renovation or possible replacement (poor condition - facility is still safe but more cost effective to replace than to maintain)

*FCI ranges and associated condition descriptions can be adjusted according to preference for the best representation of the portfolio.

Sample Summary of Findings

Building Name	Age (Years)	Area (SF)	Total Needs 2020	Current Replacement Value	2020 FCI %	Total Needs 2025	2025 FCI %
Academic	3 - 114	324,126	\$4,972,769	\$50,966,869	10	\$7,407,260	15
Administration	2 - 104	128,809	\$3,834,435	\$22,549,945	17	\$7,110,229	32
Library	3 - 44	131,719	\$1,193,650	\$20,298,583	6	\$2,454,187	12
Warehouse	8 - 47	162,054	\$3,497,197	\$18,075,848	19	\$6,127,918	34
Totals:		746,708	\$13,498,051	\$111,891,244		\$23,099,594	

III. **Asset Inventory**

An asset survey will be conducted for the purpose of noting remaining useful life of major building equipment. We will provide an inventory of fixed, visible and accessible building equipment to include the following: or as otherwise defined:

Heating, Ventilation and Air Conditioning (HVAC)

- Air-Handling Units
- Boilers
- Building Automation System
- Chillers
- Chilled and Hot Water Circulation Pumps (1HP or Greater)
- Cooling Towers
- Cooling Tower Pumps (1 HP or Greater)
- Deaerators
- Energy Recovery Units
- Exhaust Fans (Rooftop Only)
- Packaged Units
- Unit Heaters
- Furnaces
- Heat Pumps
- Make Up Air Units
- Split Systems (Ductless Systems Captured as Single Item)
- VAV Boxes, Fan Coil Units, and Unit Ventilators are collected at the individual level from client supplied drawings only.

Electrical

- Main Distribution Panel (Single Main Panel Only)
- Switchgear
- Motor Control Centers
- Emergency Generators (Mobile Units not Included)
- Automatic Transfer Switch
- Electric Door Systems (Exterior Doors Only)
- Transformers (Primary Service to Building – Client Owned Only)
- Emergency Lights and Lighted Exit Signs (System Level Only).

Equipment

- Trash Compactors (Permanently Installed – Client Owned)
- Laundry (Commercial Washers and Dryers)

Commercial Kitchen

- Broilers, Grills, Fryers
- Ovens, Stoves, Proofers and Warmers
- Refrigerators, Coolers and Freezers (Both Walk-In and Reach-In)
- Dishwashers
- Garbage Disposals
- Grease Traps (No Barcode Tag Applied)
- Large Appliances – Meat Slicers, Mixers, Microwaves, Commercial Toasters, Sheeters, etc.
- Exhaust Hoods

Plumbing

- Main Backflow Preventer (Includes Domestic and Fire)
- Domestic Water Booster Pumps (1 HP or Greater)
- Sump Pumps
- Domestic Hot Water Heaters (80 Gallons or Greater)
- Hot Water Storage Tanks

Life Safety/Security

- Fire Alarm Panel (Main Panel Only)
- Sprinkler System (System Level)
- Fire Alarm System (Barcode Applied to Main Panel)
- Fire Suppression System (Kitchen and IT Based Systems)
- Fire Pump (Main and Jockey Pumps Greater than 1 HP)
- Fire Extinguishers and Automated External Defibrillators (System Level Only)
- Eyewash / Safety Showers (Permanently Installed)

Conveying

- Elevators
- Escalators
- Dumb Waiters

Exterior Enclosure

- Overhead Garage Door (Commercial Type Doors Only)
- Garage Door Openers (Commercial Type Openers Only)

We will collect information noted on the equipment identification label when readily accessible, legible, and safe, such as:

1. Manufacturer, Model, and Serial
2. Capacities, Horsepower, and Voltage
3. Location by Building, Space, and Floor
4. Date Placed in Service

Items collected at the System Level will be collected as a single item so that work can be tracked against it.

IV. *Asset Barcode Tagging*

In conjunction with the equipment inventory, a highly durable barcode tag will be firmly affixed to the equipment included in the equipment inventory.

V. *Preventive Maintenance Schedules*

Preventive maintenance schedules will be developed and delivered in an Excel spreadsheet format for your use in the CMMS of record.

Services include providing basic set-up and steps are described below:

1. **Format equipment listings:** We will format the equipment information by classification and type.
2. **Design process:** A teleconference will take place to review the required actions needed for finalization of the planned maintenance actions and selected scheduling sequence. Our technical team will review the planned maintenance schedules with your team and give step by step instructions on how to customize the schedules to fit your organizational needs and capabilities, including the selection of desired frequencies, start dates, schedules and technician designations. Along with the required work activities associated with the varying frequencies, our team will provide the time estimates required to complete these work activities.
3. **Optional Template load:** Upon concurrence of PM schedules, the Excel file will be provided for import into the designated CMMS.

VI. *Brightly Predictor Implementation*

The purpose of the Predictor Enterprise Implementation and Training Services, as scoped herein, is to deliver the model development, training, and support required to realize the value that a Predictor Enterprise subscription has to offer for building asset lifecycle models in support of the Client's infrastructure investment planning processes. ALPHA will conduct workshops with Client staff members (workshop participants) focused on developing a first-generation lifecycle model* using the Client's data. Through the workshop experience, follow-up meetings, and post-implementation support, Client staff will be provided the opportunity to learn the essentials of building asset lifecycle models with Predictor Enterprise. With this background and understanding, Client staff will be able to assume ownership of the first-generation lifecycle models and continue to build out "what-if" scenarios after training is complete with support from ALPHA. In summary, the scope of the proposed Predictor Enterprise Implementation and Training Services includes:

- Three (3) workshop training sessions led by ALPHA, focused on building the lifecycle model(s) for the asset class(es) identified in the FCA SOW and using OSU's data.
- One month of ongoing support to provide assistance in report interpretation, model refinements and any required troubleshooting.
- Guidance on best practices for structuring data for future effective lifecycle modeling

VII. *Deliverables*

A summary of the deliverables is outlined below:

1. **Space Utilization Data, Floorplans, and Report** – The space utilization study will result in DWG floorplans for all facilities with information on all spaces shown in the drawings and additional information embedded in the drawings extractable into data tables; a report will be produced recommending efficient and effective use of spaces and/or facilities based on current methods/uses and future strategic plans.

2. **Facility Condition Assessment Report** – The assessment findings will be entered into the preferred capital planning software application. A written report explaining the conditions of your facilities will be generated to summarize findings at the town level and department level. The building reports will be designed and formatted in the same manner. Initial reports and spreadsheets submitted to the owner will be considered a draft and subject to review/approval.
2. **Twenty-Year Capital Renewal Schedule** – A summary of deferred maintenance items will be generated from the capital planning software providing the priority and cost associated with each need. Also included is a twenty-year capital renewal schedule detailing forecasted needs for each location and overall portfolio.
3. **Population of Facility Condition Assessment data into client designated capital planning solution.**
4. **Excel File – Equipment Inventory** – Equipment inventory data will be delivered in an Excel file and prepared in a format to be uploaded into the designated CMMS.
5. **Excel File – Preventive Maintenance Schedules** – The PM schedules will be delivered in an Excel file and prepared in a format to be uploaded into the designated CMMS.

Schedule: The anticipated period of performance for this work effort is approximately eight months. We are happy to work with you to build a schedule that works within your preferred timeframe.

Facilities Summary

It is our understanding your portfolio of facilities equates to approximately 643,729 square feet.

Facilities Summary		
Site Name (School or Building)	Address	Gross Square Footage
Curtis Middle School	22 Pratts Mill Road	155,000
Nixon Elementary School	472 Concord Road	56,000
Haynes Elementary School	169 Haynes Road	62,088
Loring Elementary School	80 Woodside Road	77,151
Peter Noyes Elementary School	280 Old Sudbury Road	83,450
Town Hall	322 Concord Road	12,789
Flynn Building Administration Offices	278 Old Sudbury Road	15,916
DPW Building Administration Offices	275 Old Lancaster Road	28,297
DPW Rear Building Garage and Offices	275 Old Lancaster Road	11,764
DPW Salt Sheds	275 Old Lancaster Road	12,320
Parks and Grounds Building	503 Concord Road	3,088
Goodnow Library	21 Concord Road	32,790
Fairbank Community Center	40 Fairbank Road	51,100
Fire Department Head Quarters	77 Hudson Road	9,628
Fire Department Station #2	540 Boston Post Road	3,484
Fire Department Station #3	268 North Road	3,484
Police Department	75 Hudson Road	17,050
Hosmer House	299 Old Sudbury Road	3,824
Loring Parsonage	288 Old Sudbury Road	3170
Haynes Meadow House	489 Peakman Road	1336
TOTAL GSF		643,729

Planning Level Fee Estimate: Prior to finalizing the proposal, we will want to confirm your facility list and technology solution preferences.

Name of Project	Town of Sudbury MA	ALPHA FACILITIES SOLUTIONS, LLC																													
Location	Sudbury, MA																														
Date Estimated	11/03/2023																														
ALPHA Sourcewell Contract	0204-ALP																														
Client Sourcewell Member Number	33104																														
Client Sourcewell Member Profile	https://www.sourcewell-mn.gov/node/418781																														
Asset Management Services (Estimated GSF)	643,729																														
Estimated number of buildings	20																														
Estimated start date	TBD																														
Estimated completion date	TBD																														
Scope of Services:																															
Work effort includes Asset Management Services (Estimated GSF) as described within proposal for facilities totaling approximately 643,729 square feet. Proposed fees include project set up, mobilization, assessment data collection, and deliverables. We understand data will be uploaded into client's CMMS and capital planning software system.																															
Note: Prices based on Sourcewell Contract # 0204-ALP. Monthly invoices submitted based on a percent complete until project is complete. Town of Sudbury MA Sourcewell ID# 33104																															
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 35%;">Description</th> <th style="width: 20%;">Measure (Gross Square Footage)</th> <th style="width: 15%;">Approximate Unit Cost</th> <th style="width: 30%;">Estimated Fee</th> </tr> </thead> <tbody> <tr> <td>Facility Utilization Study</td> <td>Lump Sum</td> <td>ea</td> <td>\$153,045.77</td> </tr> <tr> <td>Facility Condition Assessment and Asset Inventory</td> <td>643,729</td> <td>\$0.081</td> <td>\$52,142.05</td> </tr> <tr> <td>Barcode Tagging Services</td> <td>643,729</td> <td>\$0.014</td> <td>\$9,012.21</td> </tr> <tr> <td>Preventive Maintenance Schedule Creation</td> <td>643,729</td> <td>\$0.012</td> <td>\$7,724.75</td> </tr> <tr> <td>Predictor Software Implementation</td> <td>643,729</td> <td>\$0.025</td> <td>\$16,093.23</td> </tr> <tr> <td colspan="3" style="text-align: right;">Total Estimated Fee</td> <td>\$238,018.00</td> </tr> </tbody> </table>				Description	Measure (Gross Square Footage)	Approximate Unit Cost	Estimated Fee	Facility Utilization Study	Lump Sum	ea	\$153,045.77	Facility Condition Assessment and Asset Inventory	643,729	\$0.081	\$52,142.05	Barcode Tagging Services	643,729	\$0.014	\$9,012.21	Preventive Maintenance Schedule Creation	643,729	\$0.012	\$7,724.75	Predictor Software Implementation	643,729	\$0.025	\$16,093.23	Total Estimated Fee			\$238,018.00
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Total Estimated Fee			\$238,018.00																												

Invoice and Payment – ALPHA will submit monthly invoices based upon percent work complete. We will include with each invoice a monthly status report summarizing activities that support percent of work complete. Invoiced amounts should be paid within 30 days of receiving invoice.

Again, thank you for the opportunity to support you on this important project. Please contact Kimberley Jones at 210-464-4630 or me if you have any questions or comments.

Sincerely,

ALPHA FACILITIES SOLUTIONS, LLC

Date: _____

Signature

Approved: _____

Keith Jones
Chief Practice Officer

Name: _____
Title: _____
Town of Sudbury, MA

Attachment 4.b: Alpha Town of Sudbury MA Proposal 110623 Final (6114 : Approve contract to Alpha Facilities Solution)



SUDBURY SELECT BOARD

Tuesday, January 23, 2024

CONSENT CALENDAR ITEM

5: Accept FDA grant for Health Dept

REQUESTOR SECTION

Date of request:

Requestor: Vivian Zeng, Health Director

Formal Title: Vote to accept a federal grant in the amount of \$26,500 awarded by the Food and Drug Administration (FDA) to the Sudbury Health Department for the purpose of meeting the 9 voluntary FDA Retail Program Standards, as requested by Vivian Zeng, Health Director.

Recommendations/Suggested Motion/Vote: Vote to accept a federal grant in the amount of \$26,500 awarded by the Food and Drug Administration (FDA) to the Sudbury Health Department for the purpose of meeting the 9 voluntary FDA Retail Program Standards, as requested by Vivian Zeng, Health Director.

Background Information:

The Retail Program Standards are intended to reinforce proper sanitation (good retail practices) and environmental prerequisite programs while encouraging health departments and industry to focus on the factors that cause and contribute to foodborne illness, with the ultimate goal of improving food safety.

Financial impact expected:

Approximate agenda time requested:

Representative(s) expected to attend meeting:

Review:

- Select Board Office Pending
- Town Manager's Office Pending
- Town Counsel Pending
- Select Board Pending
- Select Board Pending

01/23/2024 7:00 PM



NEHA-FDA Retail Flexible Funding Model Grant Program Official Notice of Award for One-Year Grants

January 1, 2024

Grant Number: G-BDEV1-202309-04412

Application Type: 2024 Track 1 Development Base

Project Title: Sudbury SAVA and CSIP Development Program 2024

Project Summary: 1. By 12/31/24, Sudbury Health Department will complete an SA9 and CSIP. 2. By 12/31/24, Sudbury Health Department will complete a SA9 and subsequent CSIP using help and guidance of a mentor. 3. By 12/31/24, a final SA9 and CSIP will be completed based on lessons learned from attendance at workshops. Health Dept. staff will have the capacity to use the RPS worksheets and forms to complete a verification audit of a jurisdiction's self-assessment against the criteria contained in the standards.

One-Year Award Amount: \$26,500.00

Project Period: 1/31/2024 to 12/31/2024

Unique Federal Award Identification Number (FAIN): U2FFD007358

CFDA Number: 93.103

Vivian Zeng
Town of Sudbury
275 Old Lancaster Road
Sudbury, MA 01776

Dear Vivian:

Your application has been approved for Sudbury SAVA and CSIP Development Program 2024 as part of the National Environmental Health Association (NEHA)-U.S. Food and Drug Administration (FDA) Retail Flexible Funding Model (RFFM) Grant Program, with funding provided by the FDA. Approval is based on review of the project plan and budget details in your submitted application.

As part of your application, your agency has made an assurance that it will comply with all applicable federal statutes and regulations in effect during the grant period, including applicable parts of 45 CFR Part 75. Acceptance of this award and/or any funds provided by the NEHA-FDA Retail Flexible Funding Model Grant Program acknowledges agreement with all the terms and conditions in this award letter.

The amount of \$26,500.00 represents the full amount of funds to which you are entitled. Grant awards are made with the understanding that NEHA-FDA Retail Flexible Funding Model Grant Program staff may require clarification of information within your application, as necessary, during the application, project, or reporting periods. These inquiries may be necessary to allow us to appropriately carry out our administrative responsibilities.

Specific Conditions of Your Award

In addition to the general Terms and Conditions of your award as listed below, the following are additional conditions specific to your award:

Your application is funded in full, including the Base, Mentee, and Training components of your project.

Additional Notes:

Your Budget Justification includes \$300 for additional FDA food safety workshops. This is non-allowable training for the Track 1 Training Outcome according to Grant Guidance. Only allowable costs up to \$7,500, for attendance at an in-person SA VA Workshop, will be reimbursed for the Training Outcome.

5.a

Budget

To review specific details of the approved budget in your grant award, please log into the NEHA-FDA RFFM Grant Portal where you can view and print your grant (including your budget justifications) and your budget worksheets.

Total Award Amount: \$26,500.00

Budget changes are allowable but must be justified and approved in advance and in writing by the NEHA-FDA RFFM Grant Program Support Team. None of the funds in this award shall be used to pay the salary of an individual at a rate in excess of the current Executive Level II of the Federal Executive Pay Scale for any specific funding year.

Terms and Conditions

Your award is based on the project application referenced in this Notice of Award, submitted to and approved by NEHA. Payment is contingent on continued Federal Funding from the United States Food and Drug Administration, and is subject to the following terms and conditions:

The grantee must complete the full scope of work and all tasks outlined in the approved grant application by the Project End Date, unless NEHA grants a written exception. The recipient agrees to comply with the current FDA general terms and conditions (HHS Grant Policy Statement).

Restrictions on the expenditure of funds in federal appropriations acts apply to this award, to the extent those restrictions are applicable to subawards made under federal grants. Please refer to 2 CFR 200.400 for guidance on relevant cost principles.

For the complete Terms and Conditions of this award, including links to all relevant federal guidance, please see the **Reporting and Payments** link on the NEHA-FDA RFFM webpage (<https://www.neha.org/retail-grants>).

Reporting

Reports with due dates will be accessible by logging into the Grant Portal, found on the NEHA-FDA RFFM webpage. Reminders will be sent to the email address of your organization's Point of Contact regarding upcoming and past due reports.

Interim Progress Reports will be required each year for awards made through this program to assure that each funded project remains on track for timely completion. For one-year awards, an Interim Progress Report will be due halfway through the project period.

When all project objectives have been completed, a Final Project Report must be submitted through the online grant portal no later than 45 days after your Project End Date. As part of the final report, the grantee must provide a full accounting of all expenditures made with funds from this grant award accompanied by the required documentation.

For complete information on required reporting, please see the **Reporting and Payments** link on the NEHA-FDA RFFM webpage.

Reimbursement Requests

For one-year awards made through this grant program, payment is normally made on a reimbursement basis at the end of the project, following submission of all required reporting.

Advance payment is available for one-year awards when required by a jurisdiction. To request advance payment, please email an explanation to the **NEHA-FDA RFFM Grant Program Support Team** at retailgrants@neha.org. For additional details, please see the **Reporting and Payments** link on the NEHA-FDA RFFM webpage.

Unless otherwise requested, your first report will be the Interim Progress Report due halfway through the project period.

Packet Pg. 77

Recipient FDA Notice

As a reminder, recipients of funding through this program are required to assure that project activities achieve greater conformance with the FDA Voluntary National Retail Food Regulatory Program Standards (Retail Program Standards). For additional information regarding the Retail Program Standards, please visit the FDA’s official webpage at: <https://www.fda.gov/food/retail-food-protection/voluntary-national-retail-food-regulatory-program-standards>.

Allowable and Non-allowable Costs

For information on allowable and non-allowable costs, please refer to the **NEHA-FDA RFFM Grant Guidance** link on the NEHA-FDA RFFM webpage.

Base Grant Requirement

Once awards under the NEHA-FDA RFFM Grant Program have been made, all grantees must have an active Base Grant in place (either a Development Base Grant or a Maintenance and Advancement Base Grant) to remain eligible for open Optional Add-On Grants. During the performance period of open awards, if a Base Grant is cancelled for any reason (at the request of the Grantee or due to non-performance), all open Additional Add-On Grants may also be in jeopardy of cancellation.

For grantees that have been awarded both a Track 2 Development Base Grant (a one-year award) and a Capacity Building Grant (a three-year award), it is the awarded jurisdiction’s responsibility to apply for Development Base Grants in years two and three of this grant program, to assure that their Capacity Building Grant remains eligible for continuation.

Travel Costs

Travel costs should adhere to the general guidelines found in the **NEHA-FDA RFFM Grant Guidance**. Contact the NEHA-FDA RFFM Grant Program Support Team with specific travel-related questions not covered in the guidance.

Financial Conflict of Interest

This award is subject to the Financial Conflict of Interest (FCOI) regulation at 42 CFR Part 50 Subpart F.

Contact us for Support

If you have questions about this award, please contact the NEHA-FDA RFFM Grant Program Support Team. Additionally, the FDA Retail Food Safety Specialist assigned to your geographic area is an integral part of your jurisdiction’s successful completion of Retail Program Standards activities and is available to assist with your funded project.

NEHA-FDA RFFM Grant Program Support Team

retailgrants@neha.org
1-833-575-2404

FDA Retail Food Safety Specialist Contact Information

<https://www.fda.gov/food/voluntary-national-retail-food-regulatory-program-standards/directory-fda-retail-food-specialists>

We appreciate your ongoing commitment to achieving greater conformance with the Voluntary National Retail Food Regulatory Program Standards.

Sincerely,



David T. Dyjack, DrPH, CIH
NEHA Executive Director

Attachment5.a: Sudbury FDA Grant Award CY24 (6113 : Accept FDA grant for Health Dept)



SUDBURY SELECT BOARD
Tuesday, January 23, 2024

MISCELLANEOUS (UNTIMED)

6: Sewataro financials discussion

REQUESTOR SECTION

Date of request:

Requestor: Chair Dretler

Formal Title: Discussion on Camp Sewataro financials with Scott Brody, Director.

Recommendations/Suggested Motion/Vote:

Background Information:

Financial impact expected:

Approximate agenda time requested:

Representative(s) expected to attend meeting:

Review:

Select Board Office	Pending
Town Manager's Office	Pending
Town Counsel	Pending
Select Board	Pending
Select Board	Pending

01/23/2024 7:00 PM

CAMP SEWATARO, LLC
FINANCIAL STATEMENTS
AS OF SEPTEMBER 30, 2023
TOGETHER WITH
INDEPENDENT ACCOUNTANTS' REVIEW REPORT

Attachment6.a: Camp Sewataro Financial Statements 9-30-23 (6062 : Sewataro financials discussion)

CAMP SEWATARO, LLC

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SEPTEMBER 30, 2023

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SUPPLEMENTARY INFORMATION:

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Attachment6.a: Camp Sewataro Financial Statements 9-30-23 (6062 : Sewataro financials discussion)



INDEPENDENT ACCOUNTANTS' REVIEW REPORT

To Management
Camp Sewataro, LLC
Sudbury, Massachusetts

We have reviewed the accompanying financial statements of Camp Sewataro, LLC (a sole member limited liability company), which comprise the statement of assets and liabilities—contractual basis as of September 30, 2023, and the related statements of revenues and expenses—contractual basis, and cash flows—contractual basis for the twelve months then ended, and the related notes to the financial statements. A review includes primarily applying analytical procedures to management's financial data and making inquiries of company management. A review is substantially less in scope than an audit, the objective of which is the expression of an opinion regarding the financial statements as a whole. Accordingly, we do not express such an opinion.

Managements' Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with the financial reporting provisions of Article 3 paragraph 3.2 of the contract between the Town of Sudbury, Massachusetts (a municipal corporation) and Camp Sewataro, LLC dated September 10, 2019 and subsequent amendments (the contract). Management is also responsible for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement whether due to fraud or error.

Accountants' Responsibility

Our responsibility is to conduct the review engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. Those standards require us to perform procedures to obtain limited assurance as a basis for reporting whether we are aware of any material modifications that should be made to the financial statements for them to be in accordance with the financial reporting provisions of Article 3 paragraph 3.2 of the contract. We believe that the results of our procedures provide a reasonable basis for our conclusion.

Accountant's Conclusion

Based on our review, we are not aware of any material modifications that should be made to the accompanying financial statements for them to be in accordance with the financial reporting provisions of Article 3 paragraph 3.2 and its subsequent amendments of the contract.

Basis of Accounting

We draw attention to Note A of the financial statements, which describes the basis of accounting. The financial statements are prepared in accordance with the financial reporting provisions of Article 3 paragraph 3.2 of the contract and subsequent amendments, which is a basis of accounting other than accounting principles generally accepted in the United States of America, to comply with the financial reporting provisions of the contract referred to above. Our conclusion is not modified with respect to this matter.

Restriction on Use

Our report is intended solely for the information and use of the managements of Camp Sewataro, LLC and the Article 3 paragraph 3.2 of the contract with the Town of Sudbury, Massachusetts through its Board of Selectmen and is not intended to be, and should not be, used by anyone other than these specified parties.

Korbey Lague, PLLP

November 13, 2023

978.649.2155 OFFICE | 978.649.2160 FAX
1 PONDVIEW PLACE • TYNGSBORO, MA 01879

Attachment 6.a: Camp Sewataro Financial Statements 9-30-23 (6062 : Sewataro financials discussion)

CAMP SEWATARO, LLC

STATEMENT OF ASSETS AND LIABILITIES - CONTRACTUAL BASIS
AS OF SEPTEMBER 30, 2023

ASSETS

	2023
Current Assets	
Cash	\$ 1,018,604
Total Current Assets	1,018,604
Property & Equipment	
Office Furniture	7,697
Equipment	115,237
Vehicles	54,328
Total Property & Equipment	177,262
Less: Accumulated Depreciation	(99,290)
Net Property & Equipment	77,972
Other Assets	
Intangible Assets	7,136
Accumulated Amortization	(475)
Total Other Assets	6,661
Total Assets	\$ 1,103,237

See accompanying notes and independent accountants' review report.

CAMP SEWATARO, LLC

STATEMENT OF ASSETS AND LIABILITIES - CONTRACTUAL BASIS
AS OF SEPTEMBER 30, 2023

LIABILITIES AND MEMBER EQUITY

	<u>2023</u>
Current Liabilities	
Accounts Payable	-
Accrued Expenses	<u>16,016</u>
Total Current Liabilities	<u>16,016</u>
Long Term Liabilities	
Total Long Term Liabilities	<u>0</u>
Total Liabilities	<u>16,016</u>
Members' Capital	
Members' Capital and Retained Equity	2,429,458
Member Draws	(1,652,860)
Net Income	<u>310,623</u>
Total Members Capital and Retained Equity (Deficit)	<u>1,087,221</u>
Total Liabilities and Members' Equity	<u><u>\$ 1,103,237</u></u>

Attachment6.a: Camp Sewataro Financial Statements 9-30-23 (6062 : Sewataro financials discussion)

See accompanying notes and independent accountants' review report.

CAMP SEWATARO, LLC

**STATEMENT OF REVENUE AND EXPENSES - CONTRACTUAL BASIS
FOR THE TWELVE MONTH PERIOD BEGINNING OCTOBER 1, 2022
THROUGH SEPTEMBER 30, 2023**

	<u>2023</u>
Revenue	
Tuition Revenue	\$ 3,988,053
Refunds	<u>(2,874)</u>
Net Tuition Revenue	3,985,179
Selling, General and Administrative Expenses	<u>3,684,798</u>
Income (Loss) from Operations	<u>300,381</u>
Other Income (Expense)	
Misc. Income	10,238
Interest Income	<u>4</u>
Total Other Income (Expense)	10,242
Net Income (Loss) Before Taxes	310,623
Net Income (Loss)	<u><u>\$ 310,623</u></u>

Attachment6.a: Camp Sewataro Financial Statements 9-30-23 (6062 : Sewataro financials discussion)

See accompanying notes and independent accountants' review report.

CAMP SEWATARO, LLC

STATEMENT OF CASH FLOWS
FOR THE TWELVE MONTH PERIOD BEGINNING OCTOBER 1, 2022
THROUGH SEPTEMBER 30, 2023

	2023
Cash Flows from Operating Activities	
Net Income (Loss)	\$ 310,623
<i>Adjustments to Reconcile Net Income to</i>	
<i>Net Cash Provided by (Used in) Operating Activities:</i>	
Depreciation	23,137
(Increase) Decrease in:	
Prepaid Expenses	-
Increase (Decrease) in:	
Accounts Payable	(7,318)
Accrued Expenses	12,964
Net Cash Provided by (Used in) Operating Activities	339,406
Cash Flows from Investing Activities	
Purchases of Property and Equipment	(15,098)
Net Cash Provided by (Used in) Investing Activities	(15,098)
Cash Flows from Financing Activities	
Owners Draws	(534,120)
Net Cash Provided by (Used in) Financing Activities	(534,120)
Net Increase (Decrease) in Cash	(209,812)
Cash, at Beginning of Year	1,228,416
Cash, at End of Year	\$ 1,018,604

Attachment6.a: Camp Sewataro Financial Statements 9-30-23 (6062 : Sewataro financials discussion)

Note A - Summary of Significant Accounting Policies

This summary of significant accounting policies of Camp Sewataro, LLC (the Company) is presented to assist in understanding the Company's financial statements. The financial statements and notes are representations of the Company's management who are responsible for their integrity and objectivity. These accounting policies conform to generally accepted accounting principles and have been consistently applied in the preparation of the financial statements.

Business Activity

The Company is a Massachusetts, seasonal day camp for children in preschool through 8th grade. The camp provides diverse, structured outdoor-focused programming to foster social, and emotional learning, develop authentic friendships and exposure to nature.

Cash and Cash Equivalents

On September 30, 2023, cash consists of deposits in bank checking accounts; there are no cash equivalents.

Basis of Accounting

The Company has prepared the accompanying financial statements to present the assets, liabilities, revenues, expenses, and cash flows of Camp Sewataro, LLC pursuant to the provisions of Article 3 paragraph 3.2 of the contract dated September 10, 2019, as subsequently amended between Camp Sewataro, LLC and the Town of Sudbury Massachusetts. The contract specifies that Camp Sewataro, LLC prepare financial statements in which all assets are presented in accordance with accounting principles generally accepted in the United States of America and defines certain limitations expenditures to be used in the determination of net revenue to be used in the calculation of the management fee, and revenue share payments due to the Town of Sudbury.

Inventories

The company has no inventory.

Property and Equipment

Property and equipment are carried at cost. Depreciation of property and equipment is computed using straight-line and accelerated methods for financial reporting purposes at rates based on the following estimated useful lives:

	<u>Years</u>
Motor Vehicles	5
Machinery and Equipment	3 - 10
Furniture and Fixtures	3 - 10
Engineering Equipment	3 - 10
Buildings and Improvements	20 – 39

Note A - Summary of Significant Accounting Policies (Continued)

Property and Equipment (Continued)

For federal income tax purposes, depreciation is computed using the accelerated cost recovery system and the modified accelerated cost recovery system. Expenditures for major renewals and betterments that extend the useful lives of property and equipment are capitalized. Expenditures for maintenance and repairs are charged to expense as incurred.

Use of Estimates

The presentation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts and disclosures of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Advertising

The Company follows the policy of charging the costs of advertising to expense as incurred.

Limited Liability Company / Income Taxes

The financial statements include only those assets, liabilities, and results of operations which relate to the business of the Company. The financial statements do not include any assets, liabilities, revenue, or expenses attributable to the members' individual activities. The Company files its income tax returns on the accrual basis as a Schedule C for federal and state income tax purposes. As such, the Company will not pay any federal income taxes, as any income or loss will be included in the federal tax returns of the individual member. Accordingly, no provision is made for federal income taxes in the financial statements.

Fair Values of Financial Instruments

The Company is required to disclose estimated fair values for its financial instruments. The carrying amounts of financial instruments including cash, and accounts payable and deferred revenue approximated fair value as of September 30, 2023.

Compensated Absences

The company does not accrue for compensated absences due to the seasonal nature of its employment and operations.

Attachment 6.a: Camp Sewataro Financial Statements 9-30-23 (6062 : Sewataro financials discussion)

CAMP SEWATARO, LLC
 NOTES TO FINANCIAL STATEMENTS
 For the 12 Month Period October 1, 2022, through September 30, 2023
 (See Accountants' Review Report)

Note A - Summary of Significant Accounting Policies (Continued)

Concentration of Credit Risk

The Company maintains cash balances at local financial institutions. The balances at times may exceed federally insured limits. Accounts that are held at local financial institutions are insured by the Federal Deposit Insurance Corporations (FDIC) up to \$250,000. As of September 30, 2023, Cash exceeded the FDIC insured limit by \$768,604

Revenue Recognition

The Company adopted Accounting Standards Update (ASU) No 2014-09, Revenue from Contracts with Customers (Topic 606) as of September 30, 2021. The ASU provides a single principles-based revenue recognition model with a five-step analysis of transactions to determine when and how revenue is recognized. The adoption of the ASU did not have an impact on the Company's results of operations.

Accounts Receivable

The Company's registration policy requires that all tuition be paid in full prior to the camper's attendance at the camp.

Subsequent Events

The Company's management has evaluated the subsequent events through November 13, 2023, the date on which the financial statements were available to be issued, and found no significant events requiring disclosure.

Note B- Intangible Assets

As of September 30, 2023, intangible assets comprised of legal fees associated with securing a trademark.

Note C – Accounts Payable

Accounts payable consist of trade accounts payable due under normal payment terms.

Note D – Accrued Expenses

The Company has the following accrued expenses on September 30, 2023:

Credit Card	<u>\$ 16,016</u>
Total Accrued Expenses	<u>\$ 16,016</u>

Note E – Long Term Contracts

On September 10, 2019, the Company entered into a long-term contract with the Town of Sudbury, a Massachusetts municipal corporation for a day camp operator and management of real property. Under the terms of this agreement, Camp Sewataro, LLC will manage the property located at 1 Liberty Ledge, Sudbury Massachusetts. The property consists of approximately 44.3 acres, various structures used for day-camp purpose's, together with tennis courts, basketball courts, swimming pool, a swimming pond, playing fields, horse riding stables and various other facilities used for day-camp purposes.

Control of the property will remain under the custody and control of the Town, acting by and through the Board of Selectmen. The term of the agreement is for three years beginning on September 10, 2019. The initial term may be extended for up to two (2) additional terms of five (5) years each by mutual written agreement of the Parties provided the Manger has substantially complied with all material terms and conditions of the agreement. Pursuant to the original agreement the contract was extended for an additional term of five (5) years (the extension term) commencing on September 10, 2022, and expiring on September 9, 2027.

Under the terms of the agreement, a management fee will be paid to the Town of Sudbury comprised on an annual fee and a variable revenue share payment as follows:

Annual Fee

An annual fee pursuant to the third amendment to the original contract dated September 10, 2019 has increased to \$200,000 per each year of the extension term, paid in equal installments of \$100,000 each due on or before May 1st and December 1st of each year of the renewal term. Beginning with the first payment due on May 1, 2024, the annual fee will be increased by 3% per year.

Revenue Share

The revenue share payment is due on December 15th of each year and is calculated for the contract year ending September 30, 2023 follows:

- 25.00% of the first \$1,000,000 of Net Revenue
- 33.33% of the Net Revenue above \$1,000,000

Attachment6.a: Camp Sewataro Financial Statements 9-30-23 (6062 : Sewataro financials discussion)

Note E – Long Term Contracts (continued)

Revenue Share (continued)

On April 12, 2022, The Town of Sudbury and Camp Sewataro, LLC entered the third amendment to the original contract dated September 10, 2019. The significant modifications to the agreement follow:

- Extending the contract period commencing on September 10, 2022, and terminating on September 9, 2027, an additional 5-year term.
- The annual fee increased to \$200,000 per year to be paid in two equal installments of \$100,000 each, due on May1, 2023 and December 1, 2023, and on the same due dates for the subsequent extension period years.
- The annual fee will increase annually by 3% for each year after the first extension contract year ends September 30, 2023.
- The Revenue Share formula has changed to the following schedule commencing for the 2023 Camp Season as follows:
 - 25% of the first \$1,000,000 of Manager’s Net Revenue; plus
 - 33% of all Managers Net Revenue in excess of \$1,000,000

Other operational amendments were made to increase the number of campers allowed, expansion of the public access areas, expanded camp season, public events, water quality enhancements, public swimming, and limitations on the deductible amount of fees paid to professional consultants to advise on camp operations.

Net revenue for purposes of calculating the revenue share calculation is defined as all revenues and receipts received during the fiscal year minus reasonable, usual, and customary operating expenses associated with day camp operations, programmatic activities on the property or other events on the property. There are specific restrictive provisions on compensation to the sole member and other expenditures. As of September 30, 2023, the restrictive covenants of the contract have been met.

The revenue share calculation

Net Income (Loss) From Operations	\$ 310,623
Adjustments	
Revenue Share Fiscal Year End 9/30/2023	225,112
Less:	
2023 Manager Compensation Limitation	<u>(163,909)</u>
Net Income Available to Revenue Sharing	<u>\$ 371,826</u>
Revenue Share Factor	
25% of First \$1,000,000	\$ 92,956
33.33% of Net Revenue above \$1,000,000	0
Total Revenue Share Payment	<u>\$ 92,956</u>

Note F – Retirement Plan

The Company, by a Joinder Agreement with K & E Camp Corporation has elected to provide 401(k) safe harbor plan benefits that allow employees to defer up to elective deferral limits established each year by the Internal Revenue Service. The Company's matching contribution shall be allocated to eligible participants, except for the manager. The matching formula is as follows:

Rate One:

100% of the Participant's matched employee contributions that are not more than 3% of the Participant's compensation plus

Rate Two:

50% of the amount of the Participant's matched employee contributions that exceed 3% of the Participant's contributions but that do not exceed 5% of the participant's compensation.

As of September 30, 2023, the company's profit-sharing contributions related to the plan was \$17,627.

Attachment6.a: Camp Sewataro Financial Statements 9-30-23 (6062 : Sewataro financials discussion)

SUPPLEMENTARY INFORMATION

CAMP SEWATARO, LLC

**SCHEDULE OF SELLING, GENERAL AND ADMINISTRATIVE EXPENSES
FOR THE TWELVE MONTH PERIOD BEGINNING OCTOBER 1, 2022
THROUGH SEPTEMBER 30, 2023**

	<u>2023</u>
Selling, General and Administrative Expenses	
Advertising	\$ 55,985
Auto Expense	8,409
Bank Charges	25
Camp Activities	136,521
Contract Services	80,376
Credit Card Processing	116,948
Depreciation & Amortization	23,138
Dues & Subscriptions	71,319
Employee Benefits	37,001
Insurance Expense	140,047
Rent & Revenue Share Paid to the Town of Sudbury	385,112
Office Expense	35,665
Payroll Processing	7,371
Pension Expense	17,627
Ponds and Pools	16,743
Professional Fees	69,924
Repairs & Maintenance	219,139
Salaries & Wages - Staff	1,691,068
Taxes - Other	160
Taxes - Payroll	189,262
Town Events	25,895
Transportation	285,757
Utilities	71,306
Total Selling, General and Administrative Expenses	<u>\$ 3,684,798</u>

Attachment6.a: Camp Sewataro Financial Statements 9-30-23 (6062 : Sewataro financials discussion)



SUDBURY SELECT BOARD
Tuesday, January 23, 2024

MISCELLANEOUS (UNTIMED)

7: Firearms bylaw discussion

REQUESTOR SECTION

Date of request:

Requested by: Leila S. Frank

Formal Title: Update on status and next steps on the proposed firearms business use zoning bylaw (continued from 1/9/24 meeting).

Recommendations/Suggested Motion/Vote:

Background Information:

Financial impact expected:

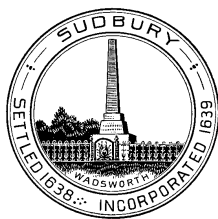
Approximate agenda time requested:

Representative(s) expected to attend meeting:

Review:

Select Board Office	Pending
Town Manager's Office	Pending
Town Counsel	Pending
Select Board	Pending
Select Board	Pending

01/23/2024 7:00 PM



Town of Sudbury

Planning & Community Development Department

Adam R. Burney, MPA, Director

Flynn Building
278 Old Sudbury Road
Sudbury, MA 01776
978-639-3387
Fax : 978-639-3314

www.sudbury.ma.us/pcd
BurneyA@sudbury.ma.us

MEMORANDUM

Date: 28 December 2023

To: Andrew Sheehan, Town Manager

From: Adam R. Burney, MPA, Director

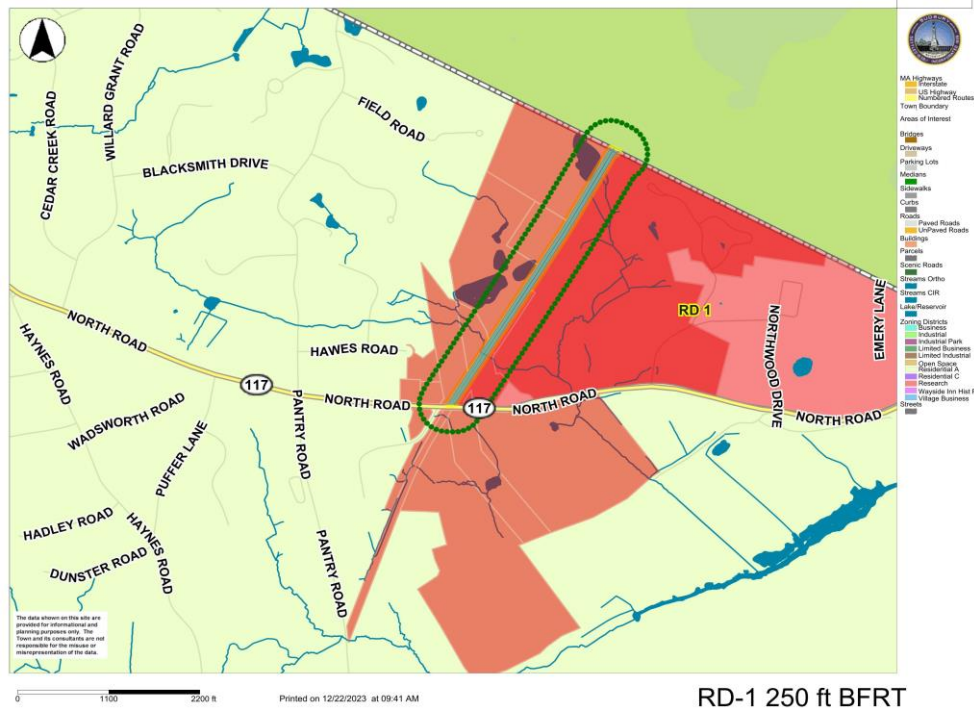
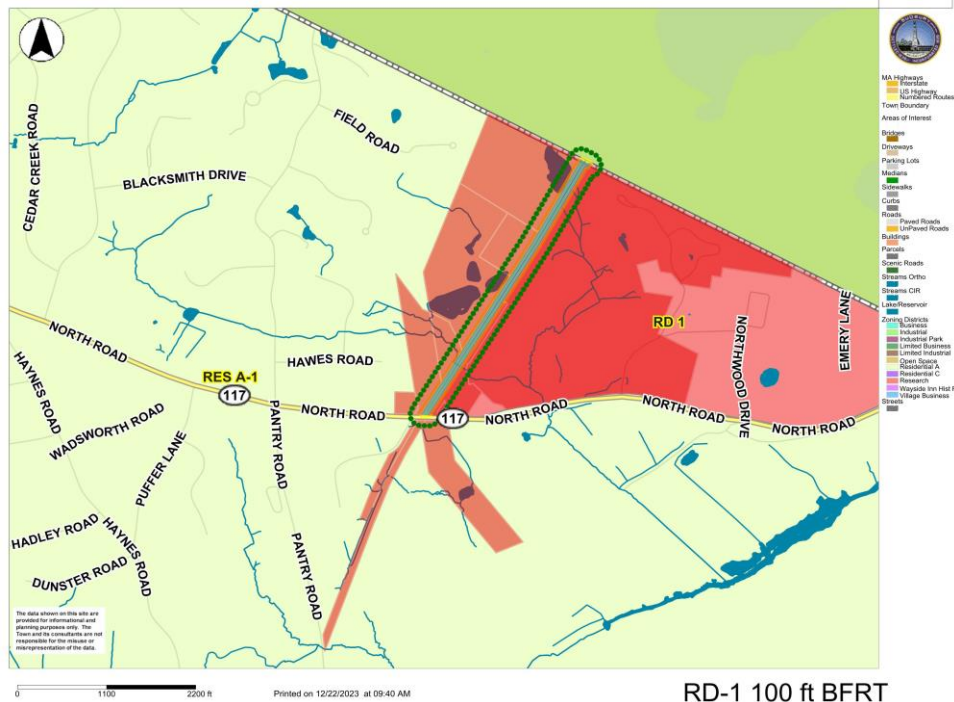
RE: Draft Firearms Business Use Bylaw Setback Modification

Per the discussion of the Select Board on 19 December 2023 I have reanalyzed the potential locations for the issuance of a Special Permit for a Firearms Business Use. Using the restrictions outlined in Section 2261 of the proposed Bylaw with modified setbacks of 100 and 250 feet from the listed uses.

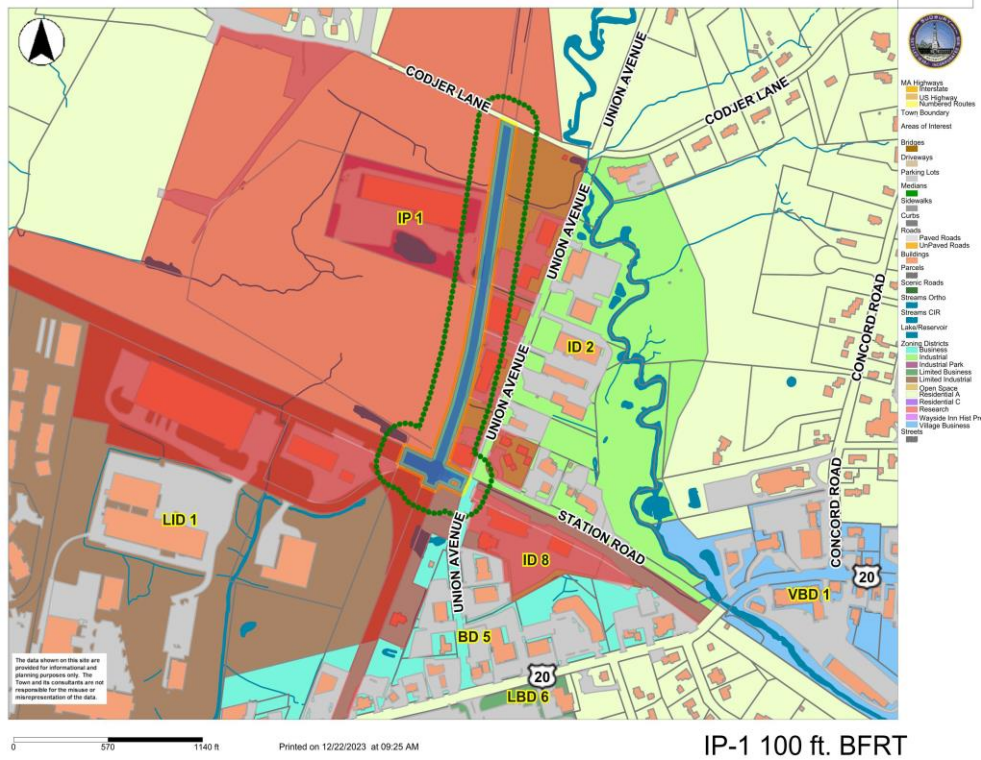
Below is a graphic and written depiction of the constraints on the following Zoning Districts RD-1, IP-1, LID-1, and LID-5 with respect to the restricted uses as outlined in the draft Firearms Business Uses Bylaw. The information below includes both 100 and 250 foot setbacks from the categories of use identified in Section 2261 of the draft Bylaw. Within these Districts I was able to identify 1 parcel (25 Union Ave. K08-0060) where one could potentially apply to the Zoning Board of Appeals to locate a Firearms Business if the setback were reduced to 100-feet from the restricted uses. The limiting factor continues to be the inclusion of the rail trails as public parks. This inclusion is not expressly written in the draft Bylaw and is my view of a conservative approach to the interpretation of this draft Bylaw and the application of such to the areas in question.

Below is a brief description of the impacts of constraints on the availability of parcels in each district. Following the written description is a series of maps that depict the 100 and 250 setbacks in a dotted GREEN line, any parcel that is touched by this setback is shown in RED.

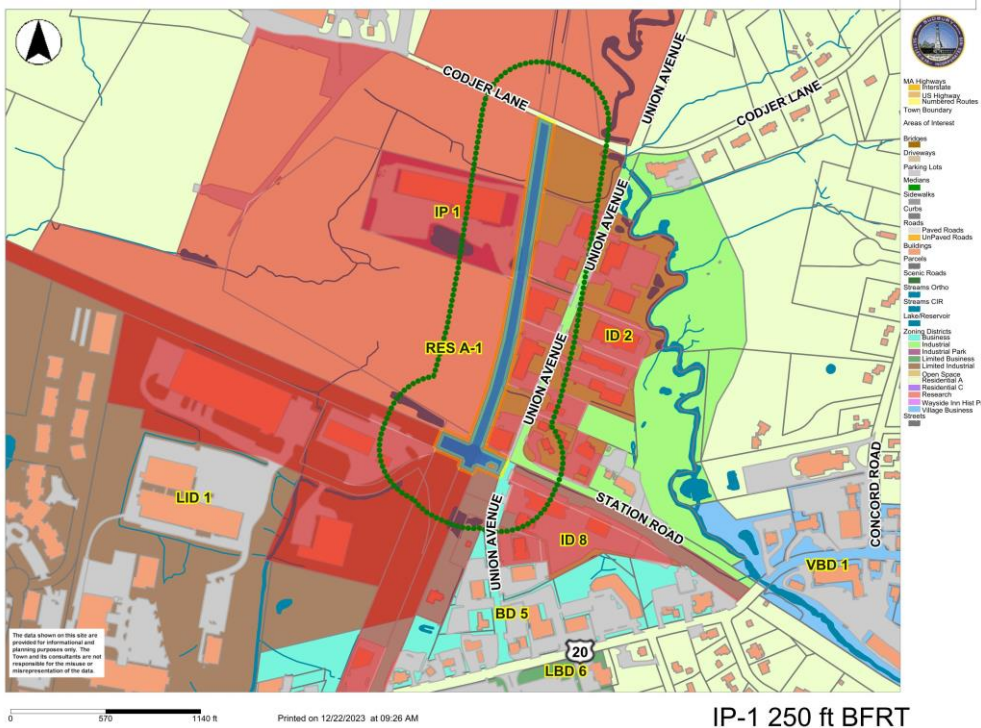
RD-1: Every parcel in the RD-1 District is occupied by a residential use, abuts a residential use and/or is within 100 or 250 feet of a public park (the Bruce Freeman Rail Trail). The setback depth from restricted uses in this district is less impactful than the fact that the majority of parcels contain residential uses.



IP-1: The single parcel in IP-1 abuts a public park (the Bruce Freeman Rail Trail), if the rail trails are to be interpreted as a public park this district will always be excluded regardless of the setback depth.



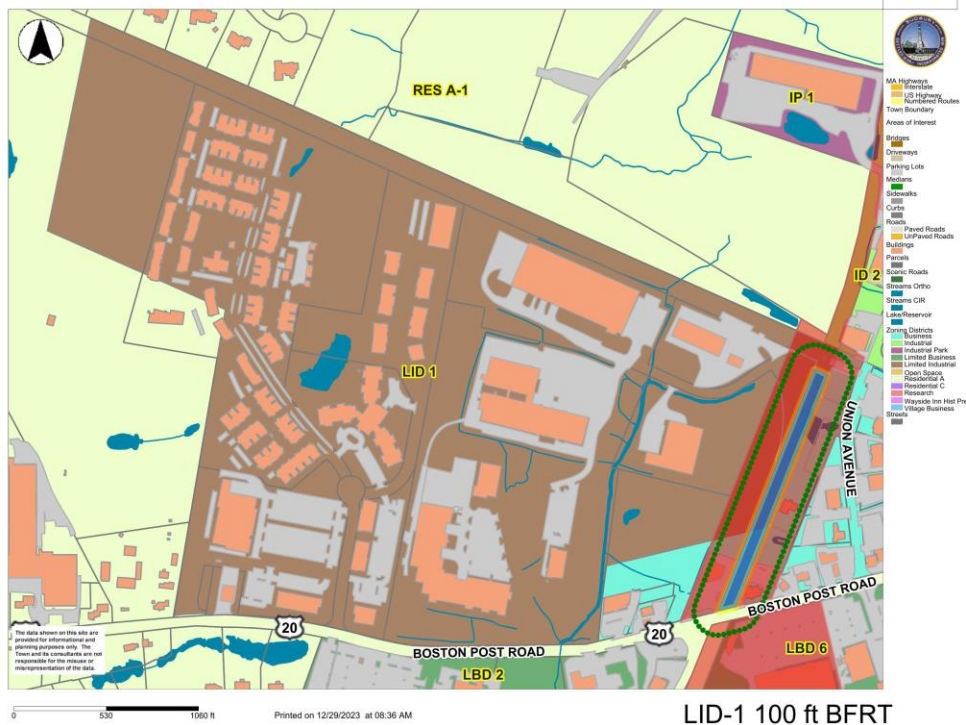
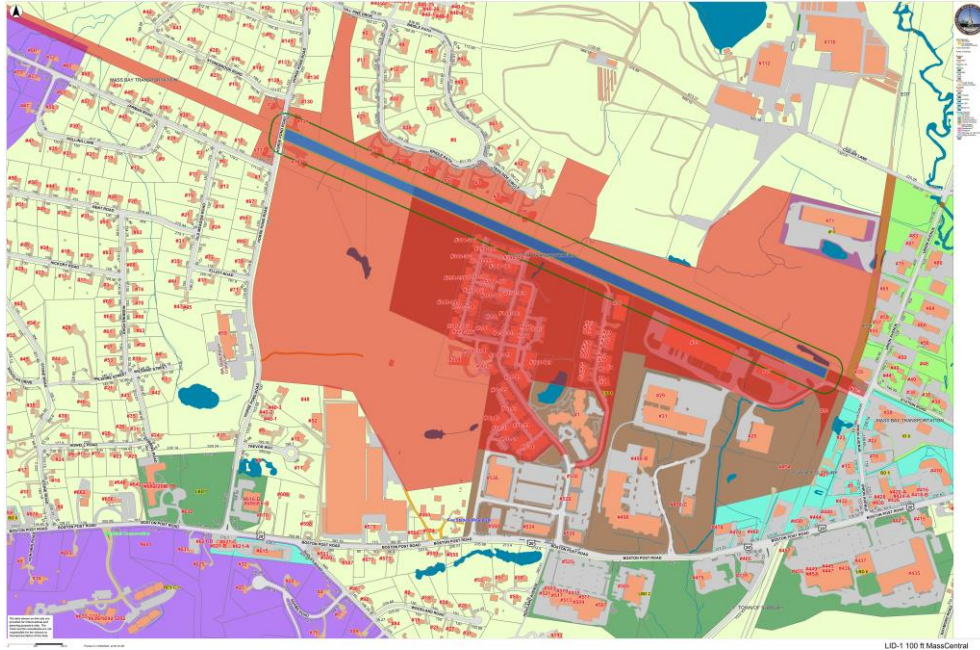
IP-1 100 ft. BFRT



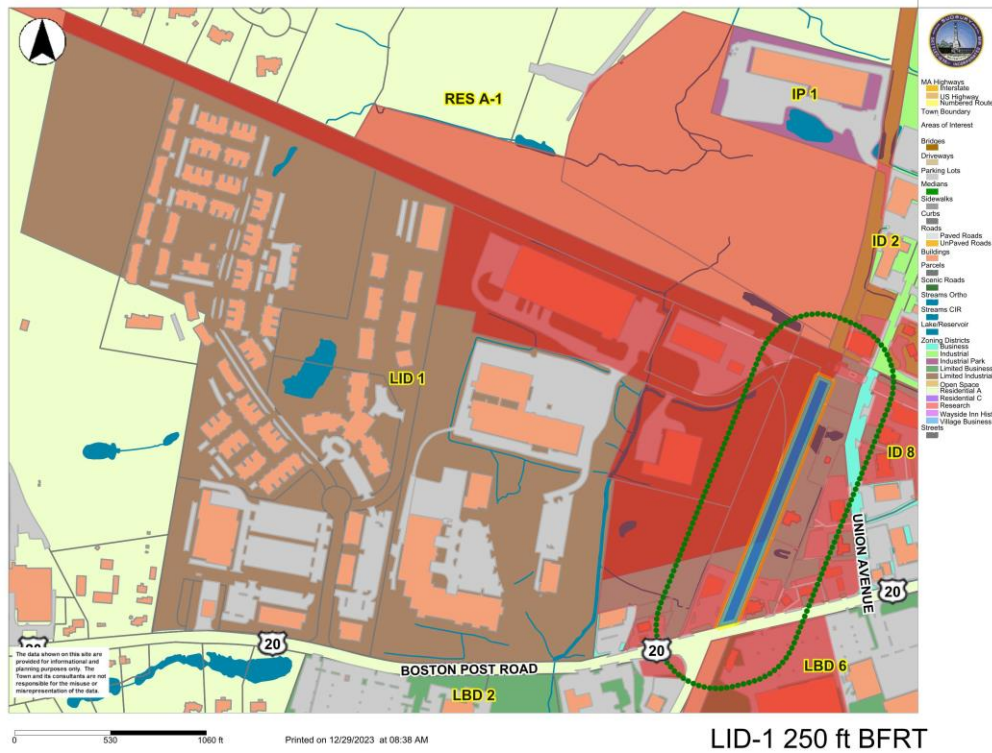
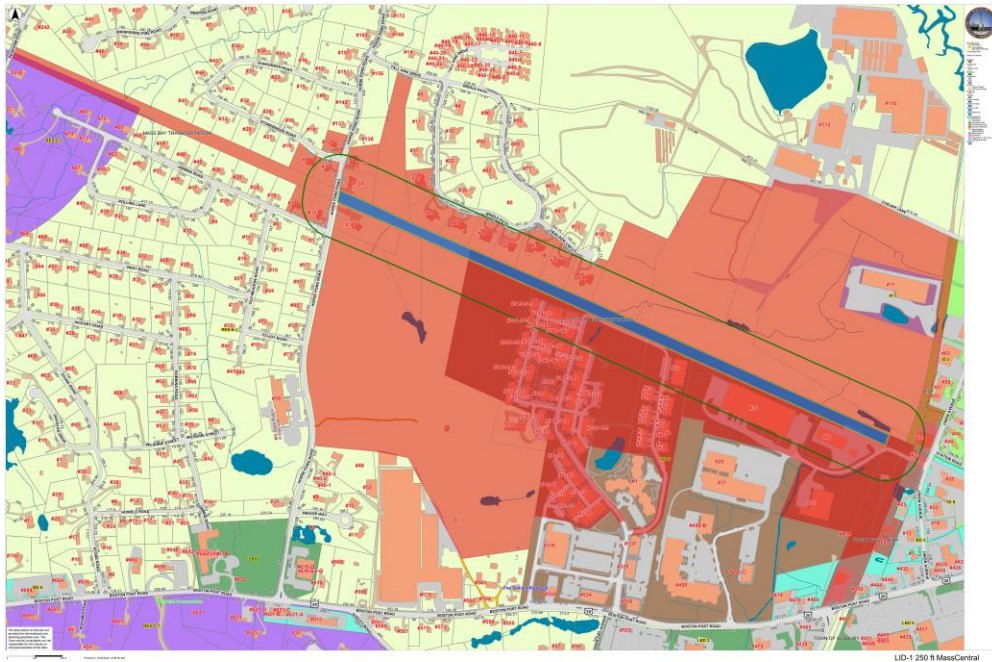
IP-1 250 ft BFRT

Attachment 7.a: Modified_Setback_Analysis_FAU_Bylaw_232812 (6104 : Firearms bylaw discussion)

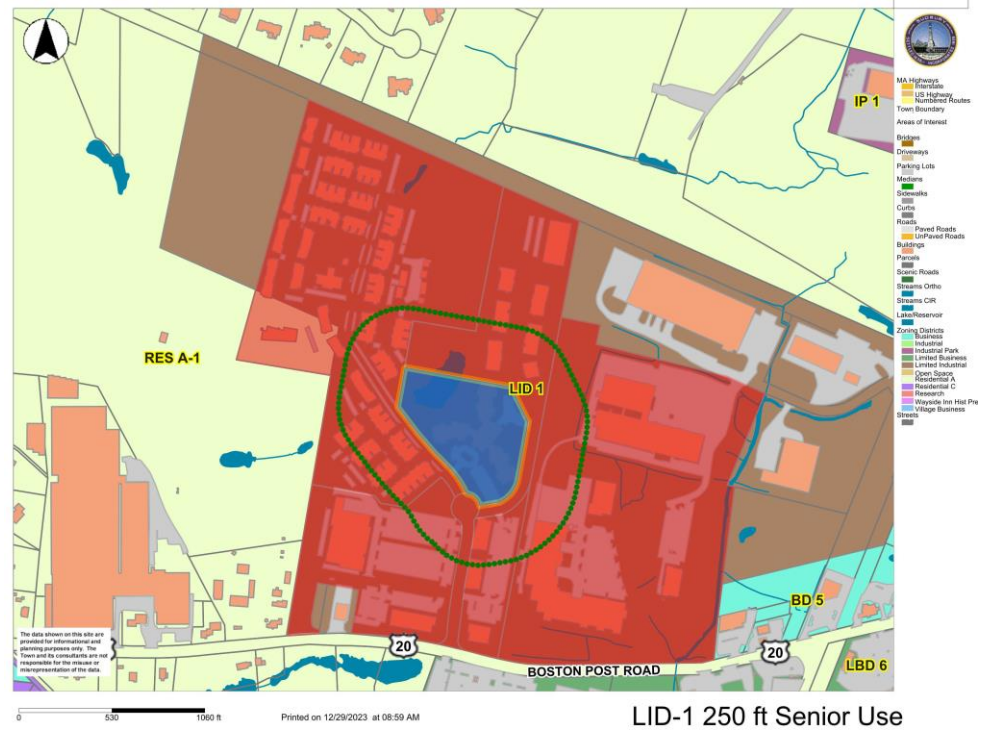
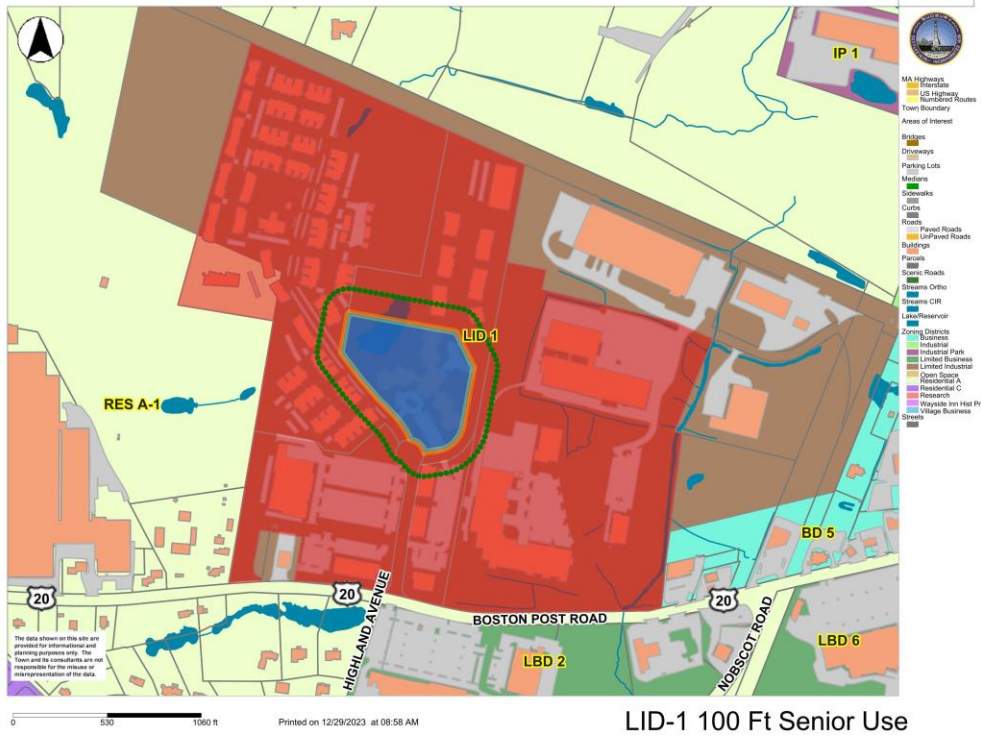
LID-1: The parcels contained in the LID-1 District, with the exception of K080-0060, are all with both the 100- and 250-foot setbacks from a public park (Bruce Freeman Rail Train and MassCentral Rail Trail), an establishment catering to seniors (the Bridges) and/or are located abutting a parcel containing a residential use. The limiting factor again appears to be the inclusion of the rail trails as public parks.



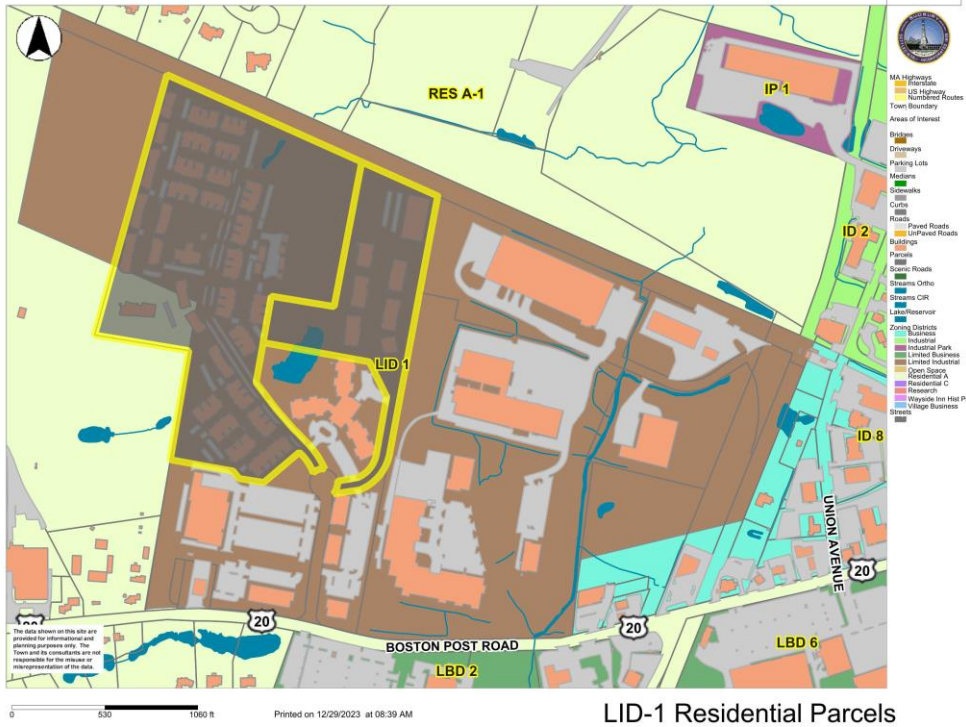
Attachment 7.a: Modified Setback Analysis FAU_Bylaw_232812 (6104 : Firearms bylaw discussion)



Attachment 7.a: Modified_Setback_Analysis_FAU_Bylaw_232812 (6104 : Firearms bylaw discussion)

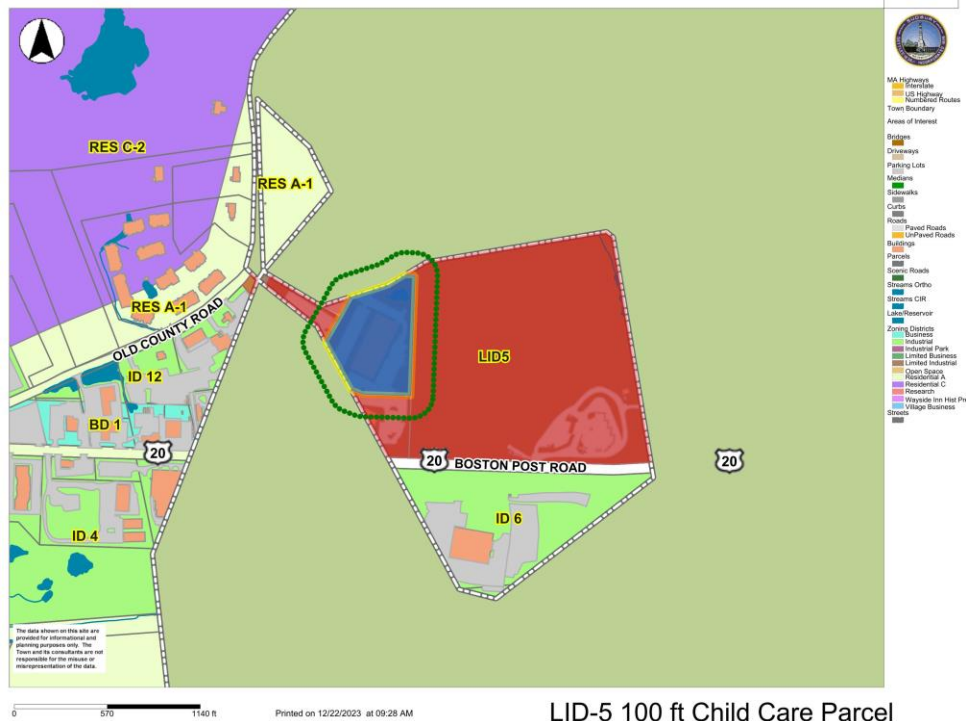


Attachment 7.a: Modified_Setback_Analysis_FAU_Bylaw_232812 (6104 : Firearms bylaw discussion)



LID-1 Residential Parcels

LID-2: Every parcel in LID-2 is occupied or is within 100 feet of a childcare facility (Longfellow Children’s Center).

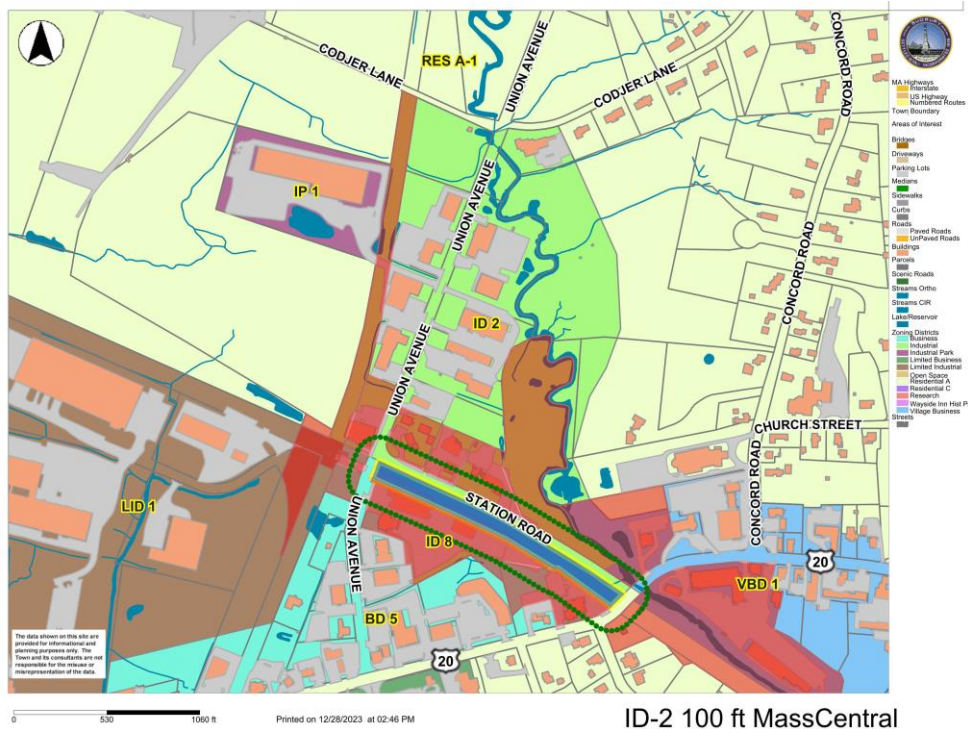


LID-5 100 ft Child Care Parcel

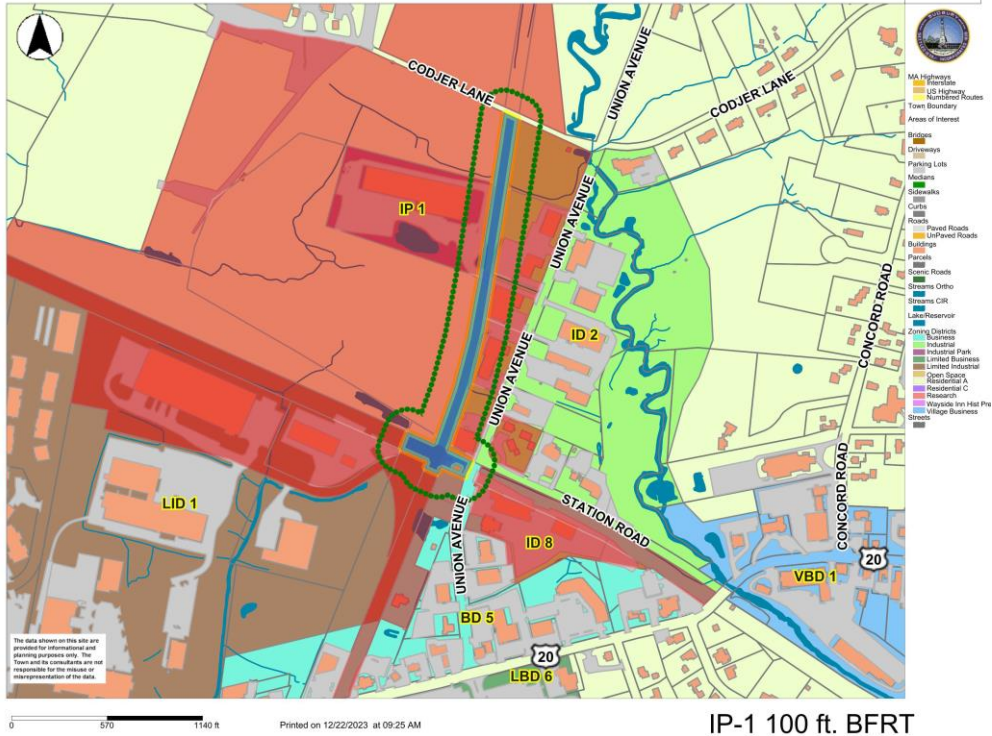
Attachment 7.a: Modified_Setback_Analysis_FAU_Bylaw_232812 (6104 : Firearms bylaw discussion)

Previously I had reviewed the ID-2, ID-4, ID-6, ID-8, ID-11, and ID-12 districts as additional options to be considered for inclusion. Reviewing these Districts originally provided 2 potential parcels where one may be able to locate a Firearms Business Use. Below is an outline of what the parcels in the reviewed Districts would with the 100- and 250-foot setback adjustments as discussed at the 19 December 2023 meetings.

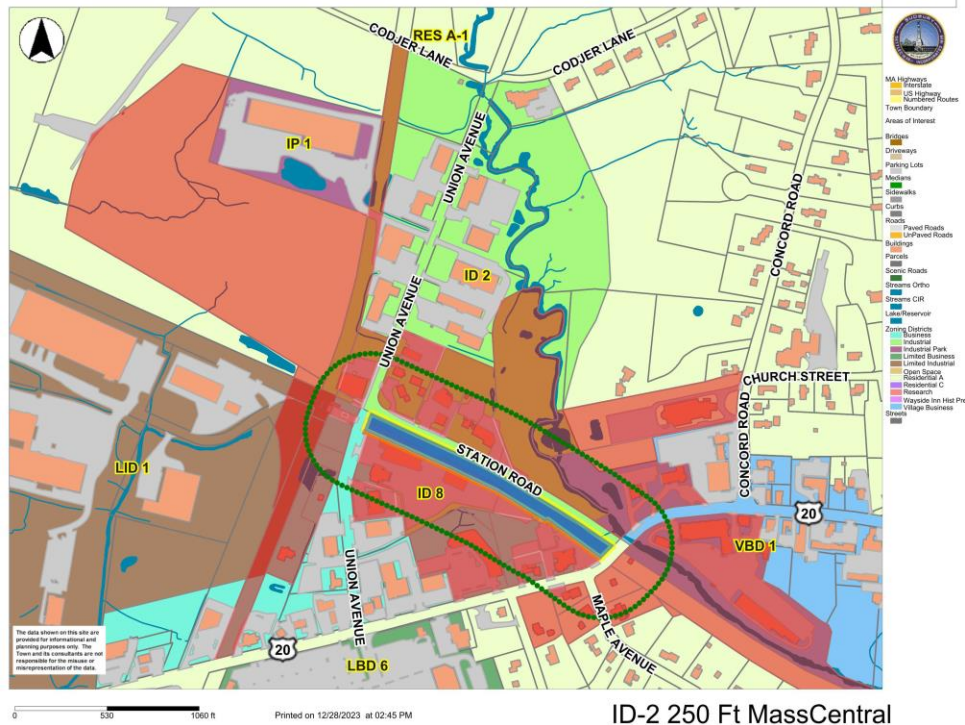
ID-2: In the ID-2 the reduction of the setback to 100 feet from restricted uses opens the potential for several parcels to be eligible for application to receive a Special Permit. Increasing the setback to 250 eliminates all of the parcels that are made available under the 100-foot setback.



Attachment 7.a: Modified_Setback_Analysis_FAU_Bylaw_232812 (6104 : Firearms bylaw discussion)

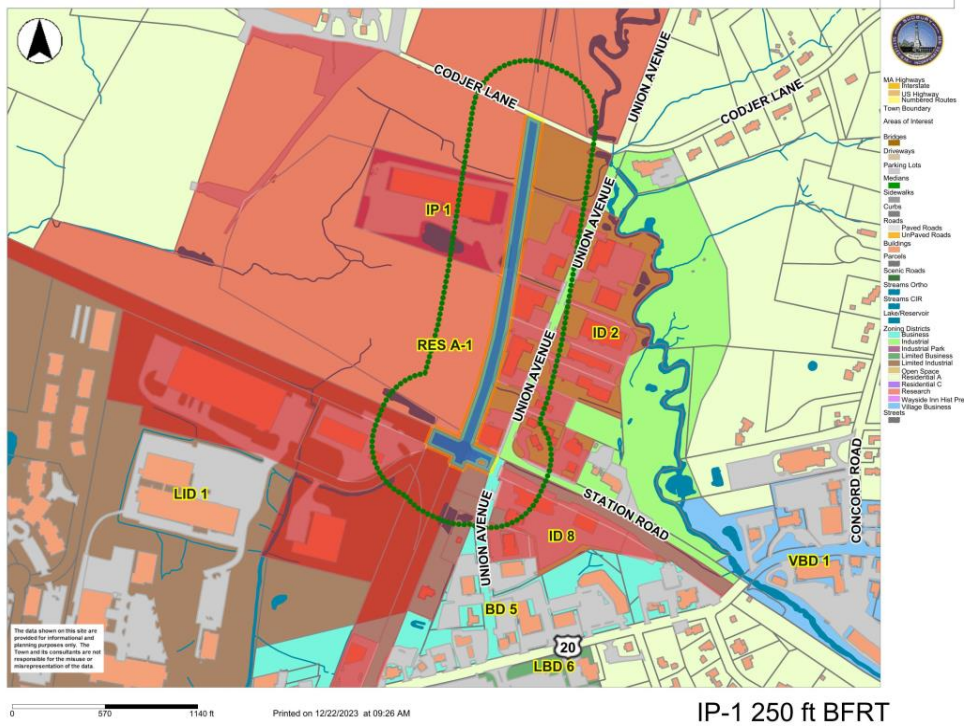


IP-1 100 ft. BFRT



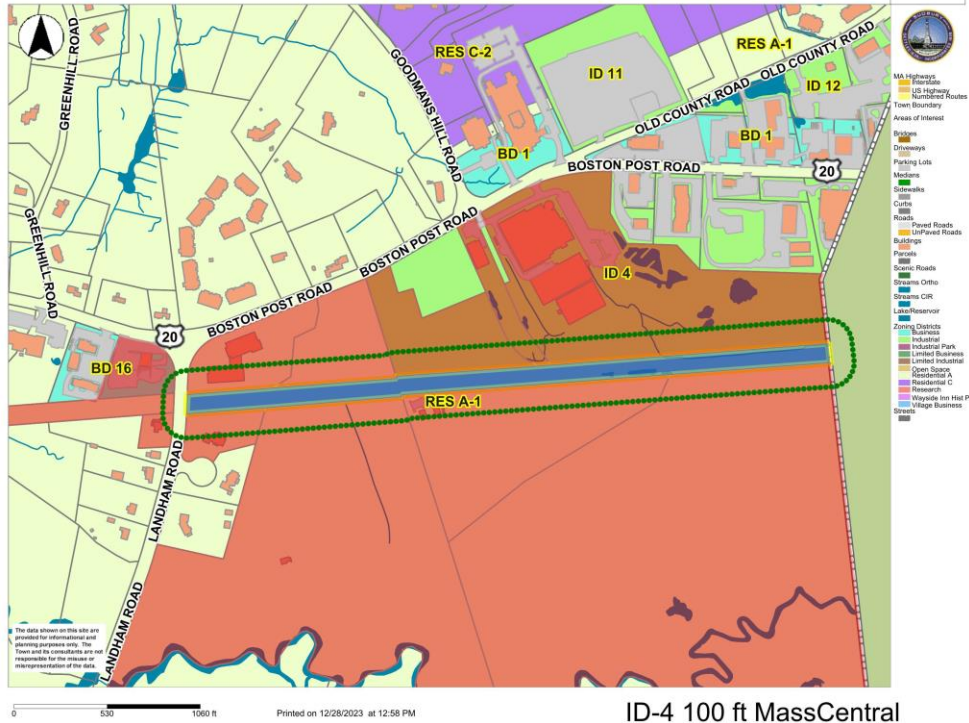
ID-2 250 Ft MassCentral

Attachment 7.a: Modified_Setback_Analysis_FAU_Bylaw_232812 (6104 : Firearms bylaw discussion)

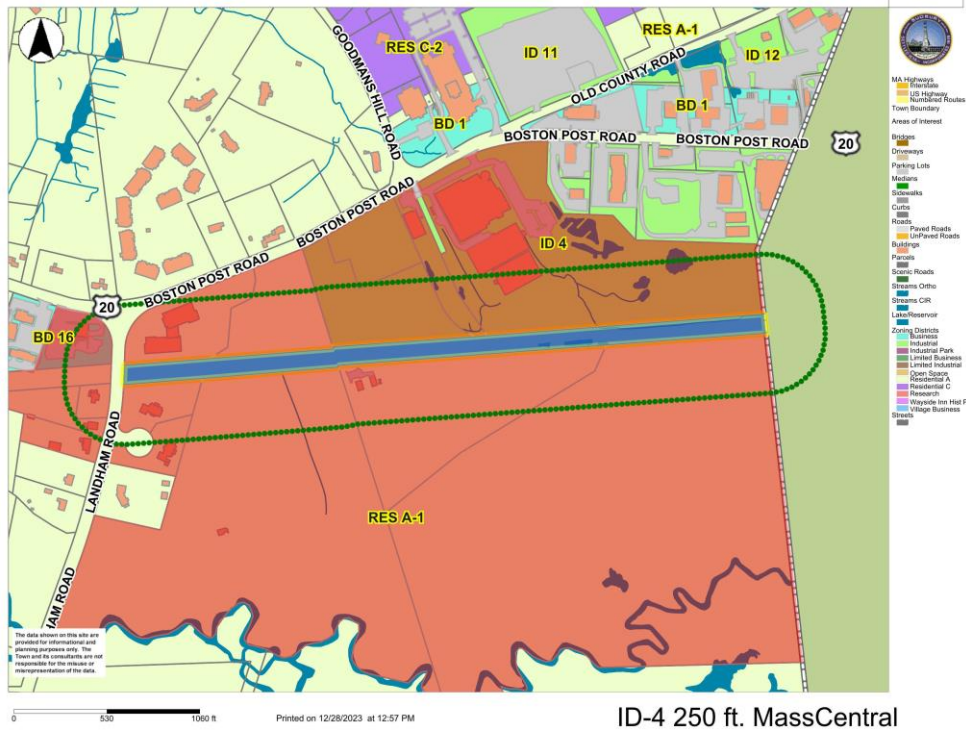
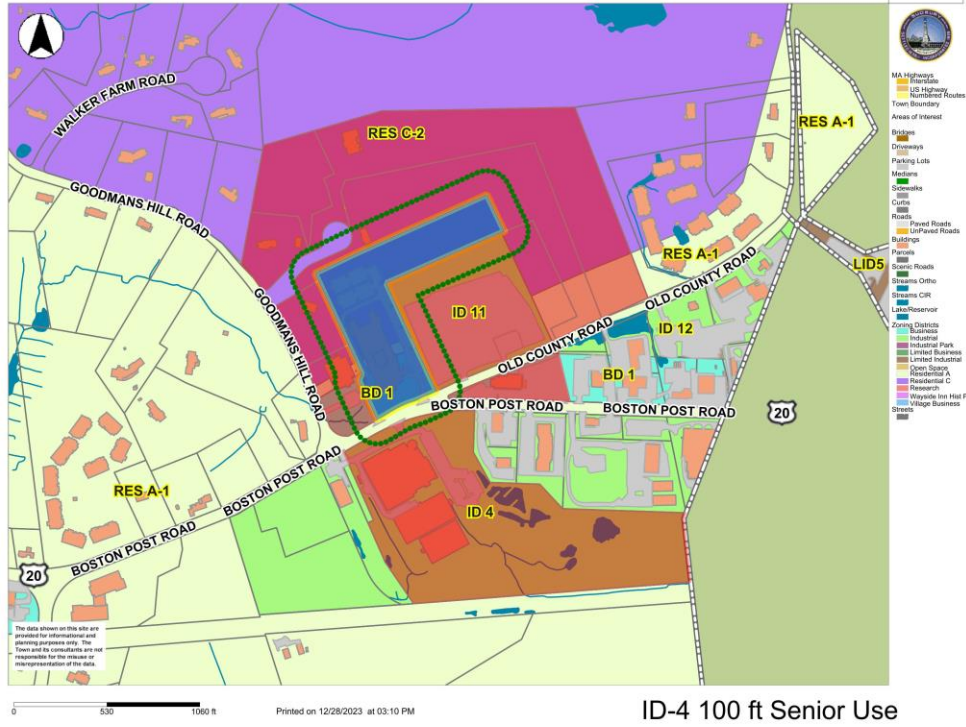


Attachment 7.a: Modified_Setback_Analysis_FAU_Bylaw_232812 (6104 : Firearms bylaw discussion)

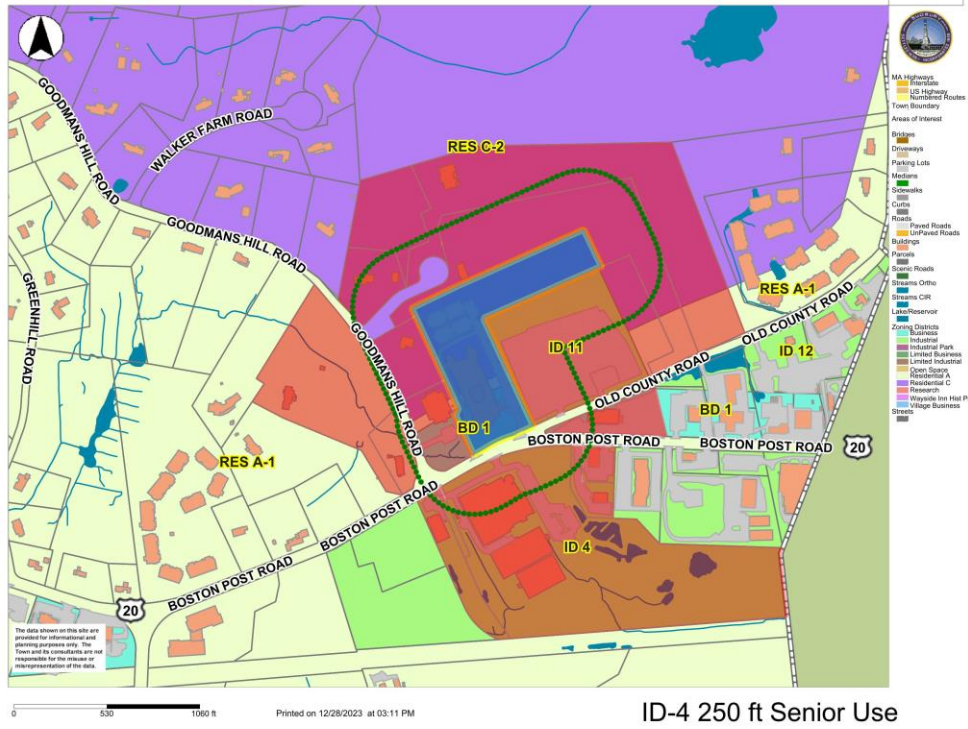
ID-4: In the original review of this district 2 parcels (K11-0016 & 0099) were identified as the only 2 that would qualify as potential locations for a Firearms Business. The restricted uses in ID-4 are a public park (the Mass Central Rail Trail) and an establishment catering to seniors (Bear Mountain at Sudbury 136 Boston Post Road). When the 100 foot setback is applied a number of parcels along Boston Post Road become available for consideration under the proposed Special Permit criteria. When the setback is increased to 250 feet there are fewer parcels that are not impacted, although there are approximately 5 parcels that remain outside of the restrictions.



Attachment 7.a: Modified_Setback_Analysis_FAU_Bylaw_232812 (6104 : Firearms bylaw discussion)



Attachment 7.a: Modified_Setback_Analysis_FAU_Bylaw_232812 (6104 : Firearms bylaw discussion)



ID-4 250 ft Senior Use

Attachment 7.a: Modified_Setback_Analysis_FAU_Bylaw_232812 (6104 : Firearms bylaw discussion)

- ID-6: The parcel contained in ID-6 is adjacent to a public park (the Mass Central Rail Trail). Unless the rail trails were excluded as a public park this district would be excluded.
- ID-8: Every parcel in the ID-8 is adjacent to a public park (the Mass Central Rail Trail). Unless the rail trails were excluded as a public park this district would be excluded.
- ID-11: The parcel that comprises the ID-11 is adjacent to a facility that caters to seniors (Bear Mountain at Sudbury 136 Boston Post Road).
- ID-12: The majority of parcels in the ID-12 about a residential use. There is a parcel (K11-0401) that has no restrictions, however, it is owned by the Town of Sudbury, contains extensive wetlands and is ~ 0.25 acres, a combination of factors that make it likely that it is unbuildable.

During the discussion at the 19 December 2023 a few additional items were brought up for consideration as I continued my analysis. The first was the potential for residential zoning that may be created in the Town of Wayland adjacent to the ID-4 District. I did receive input from Robert Hummel, Wayland Town Planner that the area south of Boston Post Road around number 533 is no longer in consideration for residential zoning as part of the MBTA Communities Zoning requirement.

The second item discussed was the possibility of designating specific subdistricts (i.e. LID-1 only) as the permitted location for Firearms Business Uses. I don't believe that this would be possible if the Bylaw is put forth as a modification to the Use Table. The districts are listed under their omnibus title in the Zoning Bylaws and the sub-district designations appear on the map for, what I would infer is, geographical reference. This is based on the fact that there are no differences in the uses that are allowed in the sub-districts nor are there specific alterations to the dimensional requirements.

As mentioned at the meeting on 19 December 2023 an overlay district would allow for maximum flexibility in dictating the potential location of Firearms Business Uses. This would alter the structure of the draft Bylaw as written and may delay moving the process further.

The reduction of the setback from restricted uses, the expansion/alteration of the zoning districts included as permissible locations, and/or the specific exclusion of the rail trails from consideration as public parks in some combination will address the potential concerns relative to the limited number of potential locations and consideration that the draft Bylaw may be a de facto ban.

Please let me know if you would like additional information or have any specific concerns.

ARTICLE ____ FIREARM BUSINESS USES

~~1/4/24~~ 1/10/24,

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To see if the Town will vote to amend the Sudbury Zoning Bylaw as set forth below; or act on anything relative thereto:

2200. PRINCIPAL USE REGULATIONS

A. Insert in Section 2230, Table of Principal Use Regulations, Part C. Commercial, after "28. Marijuana Establishment" a new use category entitled "29. Firearm Business", as shown in the table below.

PRINCIPAL USE	A-RES	C-RES	WI	BD	LBD	VBD	ID	LID	IP	RD
C. COMMERCIAL										
29. Firearm Business Use	N	N	N	N	N	N	N <u>SB</u>	N	N	N

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Commented [SA1]: The Special Permit Granting Authority has yet to be settled. ZBA, PB, SB

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B. 2250. Firearm Business Use.

2251. Purpose: To establish criteria for the establishment of Firearm Business Uses in the Town of Sudbury to address public safety concerns arising from the operations of such businesses and the potential disruption of peace and quiet enjoyment of the community. This section provides for separation between Firearm Business Uses and certain uses enumerated herein to maximize protection of public health, safety, and welfare in conjunction with the protections from G.L. c. 140, ss. 122-131Y and other State laws and regulations. To the extent this section or any related section can be read to potentially conflict with G.L. c. 140 or other State laws or regulations, the section shall be interpreted to minimize any conflict with State laws or regulations while maximizing the furtherance of the public safety and other public purposes underlying this section.

2252. Compatibility with State and Federal Laws and Regulations: Firearm Business Uses shall obtain and maintain all necessary Federal, State, and other required local approvals and licenses prior to beginning operations, including but not limited to a valid current State license issued pursuant to G.L. c. 140, ss. 122, as applicable. Required State and Federal licenses must be obtained before applying for a Special Permit.

2253. Applicability: This section shall apply to all Firearm Business Uses including related buildings.

2254. The hours of operation for a Firearm Business Use shall not adversely impact nearby uses. The hours of operation shall follow all state statutory and regulatory requirements, and shall be limited to ~~9:00AM-8:00PM~~ |

Commented [SA2]: Acton limits hours to 8A-8P; 9A-7P

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2255. Prior to the application for a Special Permit a Firearm Business Use shall submit a security plan to the Sudbury Police Department for review and approval. Review and approval of the security plan may include an inspection of the proposed site by the Police Department. The

Attachment 7.b: Firearms Bylaw AJS 2024-01-10 (6104 : Firearms bylaw discussion)

plan must include, but not be limited to, the following:

- a. Proposed provisions for security.
- b. A trained employee shall check identification and compliance with age restrictions prior to customers entering the establishment.
- c. The physical layout of the interior, including a demonstration that the size of the business is not so excessive so as to create issues with site security and video monitoring.

d. After-hours storage of all Firearms:

- 1) All heating, ventilation, air conditioning, and service openings shall be secured with steel bars or metal grating;
- 2) At all times when the Firearm Business Use is not open for business, every firearm shall be stored in one of the following ways:
 - a. In a locked fireproof safe or vault in the licensee's business premises; or
 - b. Secured with a hardened steel rod or cable of at least one-fourth inch in diameter through the trigger guard of the firearm. The steel rod or cable shall be secured with a hardened steel lock that has a shackle. The lock and shackle shall be protected or shielded from the use of a bolt cutter and the rod or cable shall be anchored in a manner that prevents the removal of the firearm from the premises. No more than five firearms may be affixed to any one rod or cable.

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e. Any time a Firearm Business Use is open for business, every firearm shall be unloaded, inaccessible to the public, and secured using one of the following three methods, except in the presence of and under the direct supervision of an employee of the Firearm Business Use:

- 1) Secured within a locked case so that a customer seeking access to the firearm must ask an employee of the Firearm Business Use for assistance;
- 2) Secured behind a counter where only employees are allowed. During the absence of the employee from the counter, the counter shall be secured with a locked, impenetrable barrier that extends from the floor or counter to the ceiling; or
- 3) 3) Secured with a hardened steel rod or cable of at least one-fourth inch in diameter through the trigger guard of the firearm. The steel rod or cable shall be secured with a hardened steel lock that has a shackle. The lock and shackle shall be protected or shielded from the use of a bolt cutter and the rod or cable shall be anchored in a manner that prevents the removal of the firearm from the premises. No more than five firearms may be affixed to any one rod or cable.

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f. Any time a Firearm Business Use is open for business, all ammunition shall be stored so that it is inaccessible to the public and secured using one of the methods mentioned in subsection e.1 or e.2 above, except in the immediate presence of and under the direct supervision of an employee of the Firearm Business Use.

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g. The number of employees.

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e

2256. Prior to the application for a Special Permit a Firearm Business Use shall submit an operations and management plan to the Sudbury Police Department for review and approval.

2257. All Firearm Business Uses shall conduct criminal background checks of all employees in

Attachment 7.b: Firearms Bylaw AJS 2024-01-10 (6104 : Firearms bylaw discussion)

accordance with State law.

2258.

- a. ~~Where firearm sales activity at the Firearm Business Use premises generates 51% or more of revenues, no Firearm Business Use or any of its agents, employees, or other persons acting under the Firearm Business Use's authority shall allow the following persons to enter into or remain on the premises unless accompanied by his/her parent or legal guardian:~~
 - 1) ~~Any person under 21 years of age, if permittee sells, keeps, or displays only firearms capable of being concealed on the person, provided that this provision shall not prevent a supervisory agent or employee who has the authority to control activities on the business premises from keeping a single firearm capable of being concealed on the person on the business premises for purposes of lawful self-defense; or~~
 - 2) ~~Any person under 18 years of age if the premises sells, keeps, or displays firearms other than firearms capable of being concealed on the person.~~
- b. ~~Where firearm sales activity at the Firearm Business Use generates 51% or more of revenues, the Firearm Business Use and any of its agents, employees, or other persons acting under the Firearm Business Use's authority shall be responsible for requiring clear evidence of age and identity of persons to prevent entry of persons not permitted to enter the premises pursuant to subsection a. by reason of age. Clear evidence of age and identity includes, but is not limited to a motor vehicle operator's license, a state identification card, an armed forces identification card, or an employment identification card which contains the bearer's signature, photograph, and age, or any similar documentation which provides reasonable assurance of the identity and age of the individual.~~
- c. ~~Where firearms sales activity at the Firearm Business Use generates 51% or more of revenues, no Firearm Business Use or any of its agents, employees, or other persons acting under the Firearm Business Use's authority, shall allow any person to enter or remain on the premises who the Firearm Business Use or any of its agents, employees, or other persons acting under the Firearm Business Use's authority knows or has reason to know is prohibited from possessing or purchasing firearms pursuant to federal, state or local laws.~~

Deleted: No person under the age of 18 shall have access to or within a Firearm Business Use, with the sole exception that minors age 14 and older may access the premises with the minor's parent or legal guardian.

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2259. ~~Firearm Business Use~~ shall videotape the point of sale of all firearms transactions and maintain videos for three (3) years to deter illegal purchases and monitor employees.

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2260. Firearm Business Uses shall not sub-lease space from a tenant of any building or structure and is prohibited from sub-leasing the Firearm Business Use space to another Firearm Business.

2261. Location Requirements. All distances in this section shall be measured in a straight line from the property line of the lot containing the Firearm Business Use to the nearest property line of any of the following designated uses:

- a. A Firearm Business Use shall not directly abut any property containing a residential use.
- b. A Firearm Business Use shall not be located within ~~250~~ feet of a public or private K-12 school, child care facility (including family daycare homes, daycare centers,

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Attachment 7.b: Firearms Bylaw AJS 2024-01-10 (6104 : Firearms bylaw discussion)

preschools, and/or nursery schools), public park ~~or~~ playground, establishment catering to minors or seniors, religious organization, ~~establishment that sells or serves malt, wine, or spirits for consumption on- or off- premises,~~ or existing Firearm Business Use.

Deleted: and

- c. A Firearm Business Use shall not be located within a building containing a dwelling unit.

2262. Special Permit for Firearm Business Use: In addition to the requirements of Section 6200, an application for Special Permit for Firearm Business Use shall include, at a minimum, the following information:

- a. Description of Activities: A narrative providing information about the type and scale of all activities that will take place on the premises.
- b. Lighting Analysis: A lighting plan showing the location of proposed lights on the building and the lot, and a photometric plan showing lighting levels.
- c. Context Map: A map depicting all properties and land uses within a 1,000-foot radius of the lot on which the Firearm Business is proposed to be located.
- d. Comprehensive Signage Plan in conformance with the Sign Bylaw.
- e. Report from the Police Chief or Designee: Confirming that the applicant has submitted the plans and information described in 2255 above and that those plans have been approved.
- f. The Firearm Business Use shall procure and at all times while in operation maintain insurance issued by an insurance company licensed to do business in the Commonwealth, insuring the Firearm Business Use against liability for damage to property and for injury to, or death of, any person as a result of the theft, sale, lease or transfer, or offering for sale, lease or transfer of a firearm or ammunition, or any other operation of the Firearm Business Use. The limits of liability shall not be less than \$1,000,000 for each incident of damage to property or incident of injury to death to a person. Notice of termination of any applicable insurance must be given to the Special Permit Granting Authority at least 30 days prior to the effective date of the cancellation.
- g. A Special Permit for a Firearm Business Use shall be valid for one year. The owner of a Firearm Business Use shall annually apply to the Special Permit Granting Authority for renewal of the Special Permit, which renewal shall not exceed one (1) year.

2263. Special Permit Criteria: In granting a Special Permit for a Firearm Business Use, in addition to the general criteria for granting a Special Permit, the Zoning Board of Appeals shall find that the following criteria are met:

- a. The lot is designed such that it provides convenient, safe, and secure access and egress for clients and employees arriving to and leaving from the lot.

- b. The establishment will have adequate and safe storage, security, and lighting.
- c. Loading, refuse, and service areas are designed to be secure and shielded from abutting uses.
- d. The establishment is designed to minimize any adverse impacts on abutters or pedestrians.
- e. The location and characteristics of the proposed use will not be detrimental to the public health, safety, and welfare of the neighborhood, which may extend into an adjacent municipality, or the Town.
- f. All signage has been reviewed and approved by the Building Commissioner or Design Review Board, as applicable, as to letter size, color, and design per section 3200 to ensure mitigation of impact to the surrounding neighborhood, consistent with applicable Federal and State law.
- g. The establishment has satisfied all of the conditions and requirements in this section.

No more than two Firearm Business Uses are allowed within the Town of Sudbury at any given time. A Special Permit for Firearm Business Use is not transferable upon a sale, transfer, or assignment of the Firearms Business Use. A special permit for a Firearm Business Use shall be terminated for violation M.G.L. c. 140, ss. 122B, 130, 131N, or similar laws in other states. Upon expiration or cancellation of the policy of insurance as required herein, and if no additional insurance is obtained, the special permit shall be terminated.

2264. Severability: If any portion of this section is ruled invalid such ruling shall not affect the validity of the remainder of the section.

C.

DEFINITIONS

Insert in Article 7000, Definitions, the following new definition:

Ammunition: Cartridges or cartridge cases, primers (igniters), bullets, tear gas cartridges, or propellant powder designed for use in any Firearm.

Firearm: Any device designed or modified to be used as a weapon capable of firing a projectile using an explosive charge as a propellant, including but not limited to guns, pistols, shotguns, rifles.

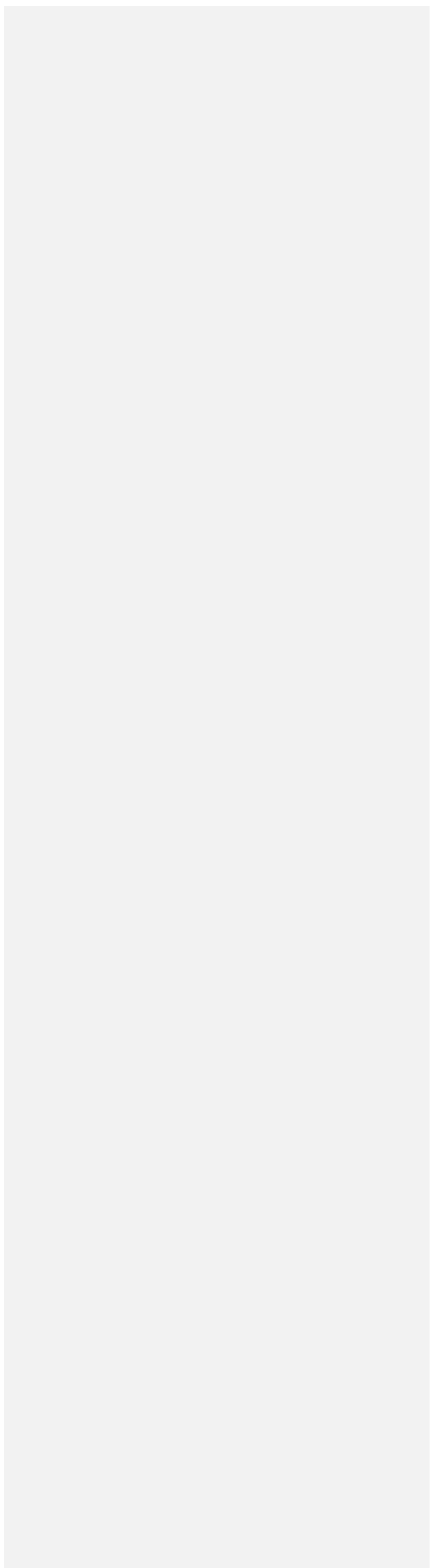
Firearm Accessory: Any device designed, modified, or adapted to be inserted into or affixed onto any Firearm to enable, alter, or improve the functioning or capabilities of the Firearm or to enable the wearing or carrying about one's person of a Firearm.

Firearm Business Use:

- A. Firearm Dealer:** A retail or wholesale operation involving the purchase or sale of Firearms, Ammunition, and/or Firearm Accessories.
- B. Gunsmith:** Any retail operation involving the repairing, altering, cleaning, polishing, engraving, blueing, or performing of any mechanical operations on any Firearm.

Deleted: <#>Firing Range: A commercial facility designed for Firearm(s) training and/or shooting pr

DRAFT



Attachment 7.b: Firearms Bylaw AJS 2024-01-10 (6104 : Firearms bylaw discussion)

Sudbury Niche Store Hours	Hours*	Notes
Selections Boutique	11am-6pm	
Aubuchon Hardware	8am-7pm	
Duck Soup	9:30am-6pm	
Learning Express	10am-5pm	
Date & Time	11am-6pm	Open until 7pm on Thurs
Sullivan Tire	7:30am-6pm	
Big Picture Framing	9:30am-6pm	
Pet Supplies Plus Sudbury	9am-7pm	
The Organic Mattress	10am-5pm	
Bearly Read Books	10am-6pm	Open Sat and Wed
Frank's Spoke 'n Wheel	10am-5pm	Open 10am-7pm Wed
Carpet Carousel	9am-5pm	

*Hours presented are the hours for most days in operation; They represent the maximum longest days unless otherwise noted. There is some other variability on different days, particularly with reduced hours on weekends.

Researched by Select Board Member Roberts



SUDBURY SELECT BOARD
Tuesday, January 23, 2024

MISCELLANEOUS (UNTIMED)

8: Discussion on potential 2024 ATM articles

REQUESTOR SECTION

Date of request:

Requested by: Leila S. Frank

Formal Title: Discussion on potential 2024 Annual Town Meeting articles to be submitted by the Select Board, and also authorize the Town Manager to submit articles on behalf of the Select Board.

Recommendations/Suggested Motion/Vote:

Background Information:

Financial impact expected:

Approximate agenda time requested:

Representative(s) expected to attend meeting:

Review:

Select Board Office	Pending
Town Manager's Office	Pending
Town Counsel	Pending
Select Board	Pending
Select Board	Pending

01/23/2024 7:00 PM



SUDBURY SELECT BOARD
Tuesday, January 23, 2024

MISCELLANEOUS (UNTIMED)

9: ARPA funds toward Community transit grant

REQUESTOR SECTION

Date of request:

Requestor: Dan Carty

Formal Title: Discussion and vote whether to use \$17,000 of ARPA funds toward Town match of Community Transit grant.

Recommendations/Suggested Motion/Vote: Discussion and vote whether to use \$17,000 of ARPA funds toward Town match of Community Transit grant.

Background Information:
attached docs provided by Dan Carty

Financial impact expected:

Approximate agenda time requested:

Representative(s) expected to attend meeting:

Review:

Select Board Office	Pending
Town Manager's Office	Pending
Town Counsel	Pending
Select Board	Pending
Select Board	Pending

01/23/2024 7:00 PM

FFYs 2024-28 Transportation Improvement Program (TIP) Amendment Four

Project	Proposed Change	Explanation	Section/Funding Source	Overall Changes in Funding in TIP		
				Current Budget	New Budget	Difference
FFY 2024 Regional Target						
609054: Littleton—Reconstruction of Foster Street	Cost Increase	The budget for this project has been revised to reflect the latest total federal participating construction cost as it reached the Plans, Specifications, and Estimates stage of development in December 2023.	Formula: CMAQ, STBG, TAP	\$5,164,375	\$6,351,061	+\$1,186,686
FFY 2024 Statewide Highway						
612034: Woburn—Interstate Pavement Preservation and Related Work on I-95	Cost Increase	The cost estimate for this project has been revised following a 75% design submission in November 2023.	Formula: NHPP	\$7,849,699	\$11,481,657	+\$3,631,958
605313: Natick—Bridge Replacement N-03-020, Route 27 (North Main Street) over Route 9 (Worcester Street) and Interchange Improvements	Cost Increase, Source Change	The cost estimate for this project has been revised following a 25% design resubmission. The project no longer uses federal CRRSAA funding and is entirely funded by HIP-BR.	Formula: HIP-BR	\$75,677,350	\$86,481,347	+\$10,803,997
610722: Acton—Boxborough—Littleton—Pavement Preservation on Route 2	Move Project	This project has reached 100% design and is being accelerated out of the FFY 2025 Statewide Highway Program into the FFY 2024 Statewide Highway Program. The budget has been reduced to omit the inflation factor of 4% per year that was applied to the project in FFY 2025.	Formula: NHPP	\$0	\$7,564,711	+\$7,564,711
FFY 2024 Transit Program						
CATA01160: Cape Ann Transportation Authority—CATA Dialysis and Medical Van	New Project	This project received \$58,854 in Section 5310 Community Transit Grant operating funding to support transportation for dialysis patients from Cape Ann to Beverly and support connections to the MBTA's RIDE service for ADA paratransit customers. The remaining \$58,854 in funding is the match from the CATA.	Formula: Section 5310, CATA State Contract Assistance	\$0	\$117,708	+\$117,708
MWRTA011674: MWRTA Transitions and Outreach Program (TOP)	New Project	This project received \$100,000 in Section 5310 Community Transit Grant operating funding for MWRTA's Transitions and Outreach Program (TOP), which empowers populations to safely and effectively include a combination of MWRTA services in their travel itinerary. The remaining \$25,000 in funding is the match from the MWRTA.	Formula: Section 5310, MWRTA State Contract Assistance	\$0	\$125,000	+\$125,000
MWRTA011675: MWRTA Weekend CatchConnect Framingham and Natick Support	New Project	This project received \$250,000 in Section 5310 Community Transit Grant operating funding to extend hours of MWRTA's CatchConnect on-demand microtransit operations to provide weekend service in Framingham and Natick. The remaining \$51,842 in funding is match from the MWRTA.	Formula: Section 5310, MWRTA State Contract Assistance	\$0	\$301,842	+\$301,842
MWRTA011676: Sudbury—GoSudbury CatchConnect Shuttle	New Project	Sudbury, in partnership with MWRTA, will work to expand MWRTA's CatchConnect service into Sudbury to improve mobility for older adults and residents with disabilities.	Formula: Section 5310	\$0	\$74,865	+\$74,865
MWRTA011685: Mass211, Inc.—MassDOT Access Program	New Project	This project allocates \$49,500 from the Education and Transportation Fund, supported by the Fair Share Amendment, to taxi rides for seniors and persons with disabilities to access health and human services in Framingham, Ashland, and Natick. MWRTA dial-a-ride customers will be referred to MWRTA. Riders who would be eligible will get a ride but will be referred to apply for ADA services in the future. Riders not eligible for dial-a-ride will be given rides.	Formula: Education and Transportation Fund (Fair Share)	\$0	\$49,500	+\$49,500
MBTA011758: Newton—Newton Senior Transportation Operating Support FY24	New Project	This line item will provide \$190,000 to support on-demand rides for seniors and people with disabilities through Newton's Newton-in-Motion or "NewMo" microtransit service.	Formula: Section 5310	\$0	\$190,000	+\$190,000
MBTA011759: Greater Lynn Senior Services—Move Safe/Mobility Links	New Project	This line item will provide \$115,960 in Community Transit Grant Award funding in addition to \$28,990 in other non-federal funds to support travel training and driver cessation support for older adults and persons with disabilities on the North Shore.	Formula: Section 5310, Other Non-Federal	\$0	\$144,950	+\$144,950
MBTA011760: Irish Pastoral Centre—Improving Access for Low-Income Seniors and Others in Greater Boston	New Project	This project allocates \$71,570 from the Education and Transportation Fund, supported by the Fair Share Amendment, to improve the internal capacity of the Irish Pastoral Centre to reduce transportation-related barriers through a mobility management program. This program includes travel navigation training, volunteer driver programs, support to access voucher programs, and transportation resource sharing.	Formula: Education and Transportation Fund (Fair Share)	\$0	\$71,570	+\$71,570

Attachment9.a: 0118_MPO_FFYS_2024-28_TIP_Amendment_4_for_Release (6121 : ARPA funds toward

FFYs 2024-28 Transportation Improvement Program (TIP) Amendment Four

MBTA011761: MBTA—Virtual tool development for travel training and information	New Project	This project received \$200,000 in Community Transit Grant award funding with \$50,000 in MBTA matching funds for the development of digital teaching, training, and information tools for the Mobility Center's Travel Training Program.	Formula: Section 5310, MBTA Capital	\$0	\$250,000	+\$250,000
MBTA011762: Mystic Valley Elder Services—Mobility Management Program	New Project	This project received \$96,834 in Community Transit Grant award funding with \$24,209 in other non-federal funding to provide information, education, and referrals about transportation resources north of Boston.	Formula: Section 5310, Other Non-Federal	\$0	\$121,043	+\$121,043
MBTA011764: Needham Transportation Program	New Project	This project will support on-demand transportation to appointments in and around Needham.	Formula: Section 5310	\$0	\$48,600	+\$48,600
MBTA011764: SCM Community Transportation - Senior and Disabled Person's Transportation	New Project	This project will support salaries for drivers who give rides to older adults in the communities of Somerville, Cambridge, and Medford.	Formula: Section 5310	\$0	\$36,000	+\$36,000
MBTA011766: Somerville—Cambridge Elder Services	New Project	This project will provide advice and information, schedule and authorize taxi rides, and complete and submit MassHealth documentation for older adults in the Somerville and Cambridge areas to improve access to affordable, safe, and comfortable transportation for independent living. This project received \$75,600 in Community Transit Grant funding, \$1,500 in other federal funding, and \$17,400 from other non-federal funding sources.	Formula: Section 5310, Other Federal, Other Non-Federal	\$0	\$94,500	+\$94,500
MBTA011767: Brookline—Senior Transportation Service	New Project	This funding will allow the Brookline Senior Center to expand its current transportation programs and offer improved, streamlined service.	Formula: Section 5310	\$0	\$100,000	+\$100,000
MBTA011768: Dedham—Council on Aging Ride Services	New Project	This funding will allow Dedham's Council on Aging to support and expand its transportation operations.	Formula: Section 5310	\$0	\$25,134	+\$25,134
MBTA011769: Hull—Navigating with Ease, Convenience and Confidence	New Project	This project will provide technical and travel training to improve the ease of use and access to transportation options for older adults who are not driving, transitioning to not driving, unfamiliar with technology, or modifying driving habits.	Formula: Education and Transportation Fund (Fair Share)	\$0	\$4,720	+\$4,720
MBTA011770: Lexington—Lexpress Bus Operating Support	New Project	This line item will provide continued funding to support Lexington's Lexpress bus service.	Formula: Education and Transportation Fund (Fair Share)	\$0	\$200,000	+\$200,000
MBTA011771: Marblehead—Access to Medical Care in Surrounding Towns	New Project	This funding will support Marblehead's Council on Aging to continue its transportation operations.	Formula: Section 5310	\$0	\$45,000	+\$45,000
MBTA011772: Acton—Mobility Management	New Project	This line item uses \$32,000 in Community Transit Grant funds with \$8,000 in local funds to update and improve an existing multi-town transportation coordination system by hiring a transportation consultant to create a transportation strategic plan, manage the request for proposals process, and guide the town through implementation.	Formula: Section 5310, Local Funding	\$0	\$40,000	+\$40,000
MBTA011773: Acton—CrossTown Connect Dispatch	New Project	This line item uses \$100,000 in Community Transit Grant funds with \$100,000 in local matching funds to maintain the shared dispatching services for three towns in Acton's Crosstown Connect network and increase services to pre-COVID operating levels.	Formula: Section 5310, Local Funding	\$0	\$200,000	+\$200,000
MBTA011774: North Reading—Public Transit Pilot	New Project	This project will enable North Reading to expand driver service hours and allow for two vans to be on the road at a time as needed to meet demand for out-of-town trips, especially for wheelchair users. Additional funding will support mileage stipends for volunteer drivers and vendor fares for TNCs or taxis when a staff or volunteer driver is not available.	Formula: Section 5310	\$0	\$20,000	+\$20,000

Attachment 9.a: 0118_MPO_FFYS_2024-28_TIP_Amendment_4_for_Release (6121 : ARPA funds toward

FFYs 2024-28 Transportation Improvement Program (TIP) Amendment Four

MBTA011775: North Reading Transportation Hotline	New Project	This project will fund a call center and transportation coordinator to help residents identify transportation options, provide technical training for residents to schedule their rides, and facilitate ride assignment between volunteer drivers and other substitutes when gaps in service exist. This project uses \$68,000 in Community Transit Grant funding with \$17,000 in local matching funds.	Formula: Section 5310, Local Funding	\$0	\$85,000	+\$85,000
RTD0011114: MWRTA—Vehicle Replacements (six CNG)	Shift Funds, Cost Change	This line item supports the replacement of six diesel vehicles in the MWRTA fleet that have reached the end of their useful lives with vehicles that use compressed natural gas. The budget for this project has been adjusted to utilize FTA Section 5307 funding instead of other federal funding sources, with the amount of RTA Capital funding allocated remaining the same.	Formula: Section 5307, RTA Capital	\$1,930,000	\$1,108,944	-\$821,056
RTD0011130: MWRTA—Blandin Hub Projects	Shift Funds	This line item indicates intent from the MWRTA to pursue discretionary funding from the FTA under its Section 5339 Bus and Bus Facilities program to improve the Blandin Hub facility.	Formula: Section 5339 Bus and Bus Facilities, Transportation Development Credits	\$30,000,000	\$0	-\$30,000,000
MBTA011763: MBTA—Quincy Bus Facility Modernization	New Project	This line item allocates \$20,551,211 in FHWA Carbon Reduction formula funds to FTA Section 5307 to support the MBTA's Quincy Bus Facility Modernization project. This amount is matched by \$5,137,803 from the MBTA.	Formula: Carbon Reduction	\$0	\$25,689,014	+\$25,689,014
FFY 2025 Statewide Highway						
607977: Hopkinton—Westborough—Reconstruction of I-90/I-495 Interchange	Cost Decrease, Source Change	The Advance Construction schedule for this project has been adjusted to account for funding obligations made to the project through CRRSAA.	Formula: NHPP, NFP, HIP-BR, NFA	\$83,800,711	\$83,719,910	-\$80,801
FFY 2025 Transit Program						
RTD0011130: MWRTA—Blandin Hub Projects	Shift Funds	This line item indicates intent from the MWRTA to pursue discretionary funding from the FTA under its Section 5339 Bus and Bus Facilities program to improve the Blandin Hub facility.	Discretionary: Section 5339 Bus and Bus Facilities, Transportation Development Credits	\$0	\$30,000,000	+\$30,000,000
FFY 2026 Statewide Highway						
607977: Hopkinton—Westborough—Reconstruction of I-90/I-495 Interchange	Cost Decrease, Source Change	The Advance Construction schedule for this project has been adjusted to account for funding obligations made to the project through CRRSAA.	Formula: NHPP, NFP, NFA	\$74,768,307	\$66,631,580	-\$8,136,727
FFY 2027 Statewide Highway						
607977: Hopkinton—Westborough—Reconstruction of I-90/I-495 Interchange	Cost Decrease, Source Change	The Advance Construction schedule for this project has been adjusted to account for funding obligations made to the project through CRRSAA.	Formula: NHPP, NFP	\$43,571,535	\$18,763,280	-\$24,808,255
FFY 2028 Statewide Highway						
607977: Hopkinton—Westborough—Reconstruction of I-90/I-495 Interchange	Cost Decrease, Source Change	The Advance Construction schedule for this project has been adjusted to account for funding obligations made to the project through CRRSAA.	Formula: NHPP	\$777,064	\$0	-\$777,064

ADA = Americans with Disabilities Act. CATA = Cape Ann Transportation Authority. CMAQ = Congestion Mitigation and Air Quality. CNG = Compressed Natural Gas. CRRSAA = Coronavirus Response and Relief Supplemental Appropriations Act of 2021. CTG = Community Transit Grants. FFY = Federal Fiscal Year. FHWA = Federal Highway Administration. FTA = Federal Transit Administration. HIP-BR = Highway Investment Program, Bridge. MassDOT = Massachusetts Department of Transportation. MBTA = Massachusetts Bay Transportation Authority. MWRTA = MetroWest Regional Transit Authority. NFA = Non-Federal Aid. NFP = National Highway Freight Program. NHPP = National Highway Performance Program. RTA = Regional Transit Authority. RTD = MassDOT Rail and Transit Division. STBG = Surface Transportation Block Grants. TAP = Transportation Alternatives Program. TIP = Transportation Improvement Program. TNC = Transportation Network Company.

Attachment 9.a: 0118_MPO_FFYS_2024-28_TIP_Amendment_4_for_Release (6121 : ARPA funds toward

FY24 Community Transit Grant Program – Operating & Mobility Management Budgets – Word Version

For each operating project you are applying for, fill out an operating budget. For each mobility management project you are applying for, fill out a mobility management budget.

Operating Budget

Instructions

You do not need to fill in all categories, just the ones relevant to your proposed project. Provide a brief explanation of any costs in the "narrative" column. If you wish to include in-kind and indirect costs, please reach out to Rachel.L.Fichtenbaum@dot.state.ma.us as those costs must be approved by MassDOT before submitting your application. List your local match sources in the "revenue - source of local match" section. If you are only applying for ARPA and CRSSA funds, you may skip the "revenue - source of local match" section."

Expenses

Expense	Cash	In-kind	Narrative (add any detail or explanation)
Drivers/Dispatch Salaries			
Drivers/Dispatch Fringe Benefits			
Vehicle Insurance			
Vehicle Fuel			
Vehicle materials and supplies (eg. oil, tires)			
Vehicle maintenance and repair services			
Operations License Fees and Taxes			
Contracted or Purchased Transportation Services: MWRTA Catch Connect, one vehicle and driver	\$114,230		Estimation of Catch Connect cost: <ul style="list-style-type: none"> • \$70 X hours of service X 1.15 = daily cost • daily cost X # of days of service offered = program cost. The cost for the Sudbury Catch Connect shuttle would be: <ul style="list-style-type: none"> • \$70 X (6 hours of Catch Connect/day) X 1.15 = \$483 daily cost • \$483 (daily cost) X 237 days of service (i.e., 5 days per week for 11 months) offered = \$\$114,230 Sudbury approximate program cost
Transportation Program Direct Administrative Costs (can include office supplies, telephone services, office rental)	\$19,000* + \$17,000**	\$19,000*	*See Sudbury Attestation Letter (grant application) for details on these amounts **Sudbury will also contribute \$17,000 from Town transportation allotment for Catch Connect services.
Indirect cost rate through approved ICAP or 10% de minimus rate			You are allowed to take 10% to cover your overhead costs if you choose to (or whatever your approved ICAP rate is)

Fares

Revenue - fares	Cash	Narrative (add any detail or explanation)
Anticipated fare revenue	\$2,500	See grant application p 8: Assuming 5 passengers/day paying \$2 per ride (\$10/day) times 5 days/week (\$50/week) times 50 weeks/year = \$2,500

Total Cost

Totals	Cash	Directions
Total Project Cost		Add the cash and in-kind expenses (\$114,240 + \$38,000) but subtract the anticipated fare revenue (\$2,500) = \$149,730
Grant request (50% of total cost)	\$74,865	Calculate 50% the Total Project Cost

Local Match

Revenue - source of local match	Cash	In-kind	Status (already in budget, committed but not received, or requested but not committed)
Local match from MWRTA	\$21,000		MWRTA will utilize Local Assessment from the Town of Sudbury equal to \$21,000. See letter of attestation below.
Local match from Sudbury	\$19,000 + \$17,000	\$19,000	Add the cash and in-kind local match amounts = \$55,000
50% of total cost	\$74,865		Calculate 50% of the Total Project Cost. The total local match should be greater than or equal to this amount. Local match from Sudbury = \$55,000 Local match from MWRTA = \$21,000 Total: \$76,000



METROWEST REGIONAL TRANSIT AUTHORITY
Public Transportation System
15 Blandin Ave Framingham, MA 01702
Ph. (508) 935 2222 • Fax (508) 935 2225 • www.mwrta.com

23 June 2023

Rachel Fichtenbaum
Grant Management Specialist
MassDOT Rail and Transit Division
10 Park Plaza, Suite 4160
Boston, MA 02116

RE: FY24 Community Transit Grant Program
GoSudbury, Town of Sudbury, and MWRTA

Dear Ms. Fichtenbaum:

The MWRTA will utilize Local Assessment from Sudbury for the matched portion of the Community Transit Grant application in the amount of \$21,000.

Please reach out should you have any questions.

Sincerely,

Jim Nee
MWRTA Administrator

Framingham • Ashland • Holliston • Natick • Wayland • Hopkinton • Weston • Sherborn •
Sudbury • Marlborough • Southborough • Wellesley • Dover • Hudson • Milford • Hopedale

Mobility Management Budget

Instructions

You do not need to fill in all categories, just the ones relevant to your proposed project. Provide a brief explanation of any costs in the "narrative" column. If you wish to include in-kind and indirect costs, please reach out to Rachel.L.Fichtenbaum@dot.state.ma.us as those costs must be approved by MassDOT before submitting your application. List your local match sources in the "revenue" section.

Expenses

Expense	Cash	In-kind	Narrative (add any detail or explanation)
Mobility Management Staff Salaries			
Mobility Management Staff Fringe Benefits			
Travel			Explain who will be reimbursed for mileage for what trips. For the mileage rate, please use the lowest of the federal rate, state rate, or your own organization's rate.
Outreach & Promotional Materials			
Website Design			
Advertising and Marketing			
Purchased contract services			
Transportation project direct administrative costs (can include office supplies, telephone services, office rental)			
Indirect cost rate through approved ICAP or 10% de minimus rate			You are allowed to take 10% to cover your overhead costs if you choose to (or whatever your approved ICAP rate is)

Total Cost

Total	Cash	Directions
Total Project Cost		Add the cash and in-kind expenses
Grant request (80% of total cost)		Calculate 80% of the Total Project Cost

Local Match

Revenue - source of local match	Cash	In-kind	Status (already in budget, committed but not received, or requested but not committed)
Total Local match			Add the cash and in-kind local match amounts
20% of total cost			Calculate 20% of the Total Project Cost. The total local match should be greater than or equal to this amount.

FY24 Community Transit Grant Program – Spring Application Cycle

Operating – FY24 Continuing & New Projects

Question	Type Your Response
Name of your organization	Town of Sudbury, MA

Instructions

Thank you for your interest in the Community Transit Grant Program! FY24 applications are due June 23, 2023. Please answer the questions asked and be concise. At any point, if you have questions or would like assistance, please contact Rachel at Rachel.L.Fichtenbaum@dot.state.ma.us or (857) 368-8584. If a question is confusing, reach out and we will clarify.

Overview Questions

Question	Type Your Response
Name of your proposed project or service	<i>GoSudbury Catch Catch Connect Shuttle</i>
Cities and towns served by your proposed project	Sudbury, MA
Using the minority and low-income tool, select the cities and towns you just listed. What is the percentage of minority households in these cities and towns?	TOOL MINORITY 10.65% (2010)
Using the minority and low-income tool, select the cities and towns you just listed. What is the percentage of low-income households in these cities and towns?	TOOL LOW INCOME HOUSEHOLDS 9.34% (2010)

1-2 sentence summary of your proposed project	<i>GoSudbury Catch Connect shuttle</i> —same day, accessible, affordable transportation for older adults and residents with a disability. The shuttle service is specifically designed to help reduce social isolation, by providing non-driving residents with a means to be fully engaged in their community.
---	---

Length of Funding Request

If this project is funded by a current MassDOT contract that ends June 30, 2024, you may apply for 12 months of funding for the period July 1, 2024-June 30, 2025. Otherwise, you may apply for 18 months of funding, for the period January 1, 2024-June 30, 2025.

Question	Type Your Response
Will you be applying for funding from July 2024-June 2025 (12 months) or from January 2024-June 2025 (18 months)?	July 2024-June 2025

Available Funding Streams

Please indicate which types of funding you would like to apply for. You may apply for both types or select just one.

Question	Type Your Response
Are you interested in being considered for regular 5310 funding, which requires a 50% local match?	Yes
Are you interested in being considered for CRSSA or ARPA funding, which does not require any local match?	Yes
If you are interested in the CRSSA and ARPA funding, please explain why these funds would be useful to your project or organization.	CRSSA and ARPA funds would allow the collaborating entities to forego the local match and possibly expand the proposed project to weekend services.

Procurement & Disadvantaged Business Enterprise (DBE)

Will you be purchasing goods or services with any of the funding from this grant?

Question	Mark an X if this statement applies to your project	Next Steps
Yes, I will be doing a procurement		Fill out the supplemental procurement questionnaire in the organizational forms packet
Yes, I have a pre-existing contract in place		Fill out the supplemental procurement questionnaire in the organizational forms packet
No, I will not be purchasing any goods or services	X (MWRTA and Sudbury are public entities—no procurement required by MA law)	None

If you are not sure, please contact Rachel at Rachel.L.Fichtenbaum@dot.state.ma.us or (857) 368-8584.

Project Need and Benefit Questions

- a. Please describe the need. Answer all four parts:
- d. What is the need in your own words?

The need: To address gaps still experienced by older adults and residents with a disability in Sudbury. The gaps: No same day transportation to shopping, jobs, restaurants, library, town events, etc.; no same day transportation to local healthcare and related services for same day appointments. The goal: To help reduce social isolation and give residents the freedom and dignity to be fully engaged in their community.

- b. How does that need show up in your region's Coordinated Human Service Transportation (CHST) Plan? Find your plan at www.mass.gov/info-details/community-transportation-coordination#local-tools:-coordinated-human-service-transportation-plans-.

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The Boston Region MPO Human Services Transportation Plan identified the greatest unmet need as *transportation improvements* (“forty-two percent of the comments relate to transportation service improvements, the most common topic”). Two improvements relevant to the project include, in the order published:

- “Non-medical transportation, such as to shopping, jobs, and social events,
- Service within municipalities that lack public transit for seniors or people with disabilities.”

Corresponding “potential strategies and actions” that the project will address, are (in the order published in the Human Services Transportation Plan):

- “Provide dedicated transit service that brings seniors and/or people with disabilities to and from non-medical destinations such as job centers and shopping,
- Provide transit service for medical trips that can be requested the same day as the medical appointment...”

- c. What page of your region’s Coordinated Human Service Transportation Plan references the need for your proposed project or service? Please list the region, year the plan was updated, and page number.

The above are taken from: p 4-7, *Boston Region MPO Human Services Transportation Plan*, Chapter 4, updated 2019; improvements are cited in Table p 4-1, p 4-11.

- d. Describe any additional evidence for this need besides the CHST Plan. How do you know it is a need? (other studies, requests from riders, surveys, etc.)

Part of the MAGIC region, Sudbury is described as a “transit desert.” For more than two decades, transportation has been noted as a crucial need for residents in this town. There is no public transportation, and no ready access to commuter rail and The Ride. Although the overall population grew by only 5% between 2010 and 2017, the number of residents 60 years and older grew by 33%. By 2030, seniors could account for nearly one-third of town residents.

In 2017, the Senior Center and Council on Aging distributed brief surveys to a convenience sample of residents at The Coolidge (55+ yrs, Section 8), Musketahquid (55+ yrs,

affordable), Frost Farm (55+ years), and Longfellow Glen (50 age- and income-restricted units, 70 income-restricted; Section 8) that revealed the serious implications of absent public transportation. Results demonstrated the importance of the latter to social inclusion (and, by extension, to reducing isolation), and transportation was viewed as imperative to living independently and with dignity. An earlier article in the GLOBE on transportation and aging stated: "...with 70% of Americans over 50 living in suburban or rural areas with little or no public transportation, 'a person's home is not just his castle but his prison,' said Joseph Coughlin, director of MIT's AgeLab."ⁱ Echoing these words, one resident commented: "It's a great town, but it can feel like a prison without transportation."

In the 2019 Sudbury Livable Needs Assessment, the transportation domain was noted as the most challenging issue facing the Town. Data from the Assessment revealed important issues affected by lack of transportation. Among survey respondents who lived alone--nearly 20% of those 65 years and older--or who were new to Sudbury, or who reported having felt excluded because of ethnic differences, about one out of five indicated that they do not know anyone living within 30 minutes on whom they can rely. (According to July 2022 data from the US Census, the minority population in Sudbury is now 17%.)

MAPC's 2022 report on the urgent taxi, livery, and hackney grant program stated: "The Town of Sudbury is a rural community with no access to public transportation within its borders. ...None of the trips shown [in the report for residents of Sudbury] would be possible to take on existing transit routes."

Today, the town offers Council on Aging (CoA) vans, grant-funded taxi for medical rides only, and town-funded Uber services. Target residents are seniors, persons with a disability, veterans, and the financially vulnerable. CoA and taxi services require 48-hour reservation. Although same day, Uber service is not accessible; moreover, it is economically constrained to 10 one-way rides/month and carries copays averaging 30% of ride cost (up to \$15/one-way ride, depending on distance).

With the help of the Community Transit Grant, we hope to address the stated gaps identified both in our own research and in the MPO Human Services Transportation Plan: reducing social isolation, and supporting older adults and those living with a disability to be actively engaged in their community. *No more prison-like conditions.*

2. Please describe your proposed service.
 - a. How does your service meet the need? How does it expand mobility for older adults and people with disabilities?

Catch Connect, a microtransit pilot of the MetroWest Regional Transit Authority (MWRTA), will offer weekday shuttle service to residents in the age-restricted and accessible developments along Route 20 as well as to residents in similar developments within a selected zone. The MWRTA smartphone app shows the driver where passengers are to be picked up and displays for the rider what the wait time is likely to be and where the vehicle is currently located (similar to the TNC app; **see Exhibit 1, How To Use the Catch App**).

The staging area for the shuttle route will be the Coolidge development (two buildings), close to the Wayland town line. Pickup and drop-off locations will include but not be limited to additional residences, along with grocery and other shopping options, restaurants, hair salon, library, post office, dental and medical offices. The Wayside Country Store provides riders with connection to MWRTA fixed route service 7C, and the shuttle continues to Target, in Marlborough.

Such service provides opportunities for residents at risk of social isolation to meet others in the community spontaneously; to socialize; to attend programs and events without planned, advance registration for transportation; to handle exigencies like an unexpected dental appointment the same day; and to engage with their community freely and with dignity.

The design of the proposed Catch Connect service is based on a former CoA van shuttle that operated on Tuesdays and Thursdays from April 2018 – March 2020. The route included stops at local housing developments as well as shopping and other sites noted above. The route was extended to Target after receiving feedback from riders (initially, the route ended at the Wayside Country Store near Hager Street on the Marlborough/Sudbury line).

Rider feedback was very positive; residents appreciated the freedom to decide that day to travel to social destinations (restaurants, library) as well as to accommodate same day necessities (prescriptions, medical care, etc.). Since then, there have been continued requests to Senior Center staff to bring back the shuttle, from residents of the local housing developments.

b. Days and Hours of Project Operation

Hours of service will be weekdays from noon to 6 PM. Days and hours of service are based on the MPO's Central Transportation Planning Staff (CTPS) analyses of the current GoSudbury Uber program (see **Exhibit 2, Average Number of Uber Trips by Day and Hour**). They are also similar to the earlier CoA shuttle service that ran from about 8:30 AM to 3:30 PM on Tuesdays and Thursdays.

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c. Who will operate the transportation service? (applicant, subcontractor, other)

As agreed with the Town of Sudbury, the MetroWest Regional Transit Authority will provide Catch Connect service in Sudbury. The RTA currently offers comparable services in Wellesley, Hudson, Natick, and Framingham. The RTA is also the in-house developer of the app, which includes “functionality for trip booking, vehicle tracking, automated dispatch, routing, and on-going system monitoring” (MassDOT Report “Flexible Transit Services,” Report 21-020). The Sudbury Transportation Committee will oversee the service in collaboration with the RTA. Refer below to Sections 7, 8, and 9 for additional details.

d. Will you charge a fare or donation and if so, how much is it?

Based on other RTA experience with microtransit services, Sudbury and the MWRTA will offer Catch Connect services free for the first month, to attract users and showcase the new option. After that period, the cost per ride will be \$2. That is \$1 less than the in-town cost of subsidized Uber rides (\$3) and \$1 more than the 48-hour reservation CoA van and Dial-a-Ride for in-town trips. Always, the GoSudbury programs make accommodation for any rider who is financially unable to pay the fees.

e. Estimated Project One-Way Passenger Trips per Day

The Sudbury Transportation Committee operates according to quality improvement processes and the scientific bases of project estimation. When the Uber program began, the Committee decided to set as few limits as possible, in order to learn what trips targeted residents took, when, and where. By 2022, the Town had data on more than 3,000 Uber rides that were then provided to the CTPS for examination.

Results from the CTPS analyses of these rides showed that average trip length is 7.7 miles (59% of total trips travel to a destination within Sudbury) and that 44% of riders are over the age of 60, 27% have financial need, and 37% have a disability. Riders can qualify for more than one category, and most of our riders are older adults, with a disability, and with financial hardship. The period with the most trips is weekdays between 12pm and 5pm, when there is an average of 0.68 trip per hour compared to an average 0.39 trip per hour across all hours of the weekday. Based on analyses of trips outside Sudbury, CTPS noted frequent travel to destinations in Framingham, Marlborough, and Wayland. (The Catch Connect service as planned, now, can

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connect to MWRTA fixed route service 7C Marlborough at the Wayside Inn and from there to fixed route service 7 Framingham/Natick.)

CTPS staff (Blake Acton) also created a simple linear regression model to estimate the number of passengers per hour on a theoretical microtransit service in Sudbury. The assumption is that variables determining rideshare or TNC (Uber and Lyft) usage are similar to those determining microtransit usage. So, if a town has more rideshare usage you would expect to find higher microtransit ridership. The steps in the regression are:

1) Find passengers per hour for Catch Connect in Hudson, Natick, Framingham, and Wellesley using the data provided by MWRTA. This results in 0.27 for Hudson, 5.19 in Framingham, 1.66 in Natick, 4.94 in Wellesley.

2) Find annual rideshare data for these towns using the MA 2022 [Rideshare Data Report](#) and divide this value by 10,000 to find the relationship between numbers of a similar magnitude. This results in 2.6 for Hudson, 37.9 in Framingham, 17.2 in Natick, 20.6 in Wellesley. In Sudbury (24,460) the value is 2.5. (The GoSudbury Uber program accounted for 2,499 rides or 10% of rideshare in 2022.)

3) Calculate a ratio that describes the relationship between microtransit and rideshare ridership using a simple linear regression. The results show that for each additional 10,000 rideshare rides per year in a town there is an increase in 0.15 additional passengers per hour for microtransit service. By multiplying this ratio (or coefficient) by the number of annual rideshare rides in Sudbury, CTPS estimated 0.38 microtransit passengers per hour in Sudbury.

In addition to the above, we calculated ridership for the prior CoA shuttle. One year's worth of rider data, assuming the shuttle operated for 16 hours/week (8 hours Tuesday and Thursday) for 50 weeks (this may be an overstatement), indicated 1.7 riders/hour. That puts the shuttle on a par with the Catch Connect service in Natick (1.66 riders/hour) and above Catch Connect service in Hudson (0.27 riders/hour).

Thus, we believe estimated ridership is likely to be between a low of 0.38 passengers/hour (TNC correlation) and a high of 1.7 passengers/hour (actual experience with CoA shuttle). Per day, this is between 2 one-way passenger trips/day (based on the TNC correlation) and 10 passengers/day (based on CoA shuttle usage), with the Uber assessment basis between the two estimates (i.e., about 4 one-way passengers/day).

3. Number of Riders Served

- a. For continuing applications: How many rides did you provide in the past year, and how many do you anticipate providing in the coming year?

- b. For new project applications: How many individuals do you anticipate serving, and how did you determine that number?

Determination of unique individuals likely to be served by Catch Connect is, again, based on actual experience with Uber and CoA shuttle. For context, more than 170 residents are qualified for and have completed an application for the subsidized Uber ride program and about 100 unique residents use the program overall (between 20 and 30 per month). The CoA shuttle served 71 unique residents. We estimate Catch Connect individuals served/year would be between 70 and 100 of the qualified residents. Other riders, based on seats available, would be welcomed.

4. Will all grant funds be used for services that meet the specific needs of seniors and individuals with disabilities? (Yes or no)

YES.

5. Who will be eligible to ride this service, and where can they go?
- a. Are there geographic restrictions on who can ride? (For example, do you only serve town residents, or can visitors or residents of other towns ride your service?)

In conjunction with Sudbury, the MWRTA will determine a service area to encompass developments described above. The service is focused on seniors and residents with a disability, but available seats can be used by other residents, visitors, and residents of other towns.

- b. Are there age or disability-related restrictions on who can ride?

Qualified riders for Catch Connect as for the other GoSudbury programs are seniors, residents with a disability limiting driving, the financially vulnerable, and veterans. To be determined is the youngest age that can use the service without an accompanying adult (e.g., school-age youth).

- c. What trip purposes are allowed? (For example, do you only offer medical rides, prioritize medical rides but allow other rides as space allows, or allow rides to any destination?)

All purposes for trips are allowed. The service is designed to provide numerous opportunities to reduce social isolation by including destinations described in Section 2, above. It is also designed to support residents' freely engaging with their community, and with dignity. Same day medical appointments will be included but not prioritized. The app should allow riders to determine the wait time versus an appointment (if relevant), so that they can arrive in time. For priority same day appointments, subsidized Uber service is available.

- d. If a rider calls for a ride, how many towns can they get to using your service?

Based on the shuttle parameters, the focus of service is within Sudbury. However, riders going to the stop at the Wayside Country Store or Target can connect to MWRTA fixed route 7C to Marlborough. The MWRTA route map (see **Exhibit 3: MWRTA Route Map**) shows all the towns served by the MWRTA, including commuter rail and the MBTA at Woodland.

- d. Please describe any other eligibility criteria or restrictions.

No other eligibility criteria/restrictions than have been described. We want to emphasize that we have a target population to serve but hope that the visibility and reliability of Catch Connect service will be attractive to all others in the area.

Service Design Questions

6. Explain why you chose the service design you are proposing. What other approaches did you consider? Why did you choose this one?

In addition to Council on Aging van and (limited) Dial-a-Ride services, the Town has now operated subsidized taxi and Uber programs successfully for several years. Not only have we learned much from the latter but also have learned from two former Sudbury pilots. The first was a bus service in the mid-1970s aimed at school-age youth (and their parents). U.S. DOT compiled an analysis of the service and described why it did not succeed. Simply stated, the service "was aimed at a transit-dependent group in a low density, affluent suburb with no

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clearly defined major activity centers. The lack of sufficient funding resulted in the implementation of an over-extended fixed route system, a poor level of service, and a short life...”

The second was another fixed route service offered by the MWRTA pre-pandemic (2019) as express commuter transit only, running on Route 20 from Target in Marlborough to the Riverside MBTA station in Newton. For the brief duration of that pilot, use was low. With the pandemic, service ended and was not renewed.

We have also followed the strategies of (for example), GATRA, Newton and Via, Lexington, Concord, and other municipalities exploring transportation improvements. Beyond Massachusetts is the example of Marin County, offering a wide array of app-connected services including walking and biking (and ferries). Finally, we have benefited from the technical assistance of the MPO Central Transportation Planning Staff in reviewing our current services and advising us on our 5-year strategic transportation plan.

From the latter assistance we concluded that it was important to collaborate closely with our RTA to transition from primarily private to greater public transit; to embark on that transition with proof-of-concept pilots that would allow us to take intelligent risks and learn what would be effective; and to base those pilots on robust data from relevant initiatives (e.g., taxi, Uber, CoA van, and other examples).

After examining a number of Catch Connect options, such as service to designated stops outside Sudbury, we realized an effective collaboration with the RTA would best be a shuttle whose attraction was already proved: the GoSudbury Catch Connect shuttle, now with “clearly defined major activity centers” and with dense residential developments (and shelter for riders) as well. The Catch Connect van is an attractively designed vehicle with clear signage; the app is similar to what our target riders already use for Uber; and the goal of the service is appropriately focused and practicable (reduce social isolation/support engagement with community). The proposed service meets our proof-of-concept criteria and will provide additional information for the next initiatives.

Finally, in terms of environmental impact, with typically one passenger and use of conventional sedans, the TNCs cannot readily reduce congestion and emissions. The MWRTA received a grant for support of an electrified fleet. “The primary goal of this project is to provide the infrastructure to transition our demand response fleet to electric vehicles. This is accomplished by generating and storing renewable energy on-site, thereby continuing our mission of a cleaner energy transition, but doing so in a responsible way that bolsters the local electrical grid, rather than being a strain on it” (Jim Nee, Administrator). The proposed initiative, thus, has sizable future benefits—accessibility, as well as economic and environmental advantages—for the Town and all residents.

7. How will you implement your service? Include a timeline with key milestones.

Assuming we are notified in June and funds are awarded in July 2024, we expect to implement and manage Catch Connect service following the same *Plan/Do/Study/Act* quality improvement process by which we manage taxi and Uber programs. Below, although only 6 months are described, the process will continue through June 2025. Note that “municipality” indicates operational management by the Transportation Committee:

• **June 2024:**

- Agreement between municipality and RTA on details for desired services (geographic zone, etc.); key milestone (*timing dependent on legal and other reviews*)
- Begin online marketing of services by municipality and RTA
- Begin training in use of app (online, in person at Senior Center, web-based, etc.)
- Begin direct outreach by municipality
 - Senior center publication of services
 - Housing development publication of services
 - Online and social media announcements
 - Focus groups as desired

July:

- Inaugurate Catch Connect service by MWRTA; key milestone
- Continue marketing/communication
- Biweekly service statistics reports to RTA, Transportation Committee; key milestones
- Make changes as needed
- First rider feedback survey administered
- First driver feedback survey administered
- First stakeholder feedback survey administered

• **August:**

- Continue marketing, training (app)
- Biweekly service statistics reports to RTA, Transportation Committee
- Report first survey feedback (three surveys); key milestone
- Make changes as needed by RTA, municipality, other; key milestone

September:

- Continue marketing, training

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- Biweekly service statistics reports to RTA, Transportation Committee; key milestones
- Make changes as needed; key milestones

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May 2025:

- Continue marketing; notice of concluding initiative and possible options for next phase; key milestones
- Biweekly service statistics reports to RTA, Transportation Committee; key milestones
- Report November survey feedback; key milestone
- Make changes as needed; key milestone
- Start planning next proof-of-concept phase (fixed routes, on-demand extensions, funding, etc.)

June 2025:

- Biweekly service statistics reports to RTA, Transportation Committee; key milestones
- Final feedback surveys (riders, drivers, stakeholders); key milestone
- Prepare final report for MassDOT (delivery July 2025); key milestone
- Create White Paper for wider circulation (completion August 2025); key milestone
- Identify funding for next phase(s); key milestone

8. Describe how you will track your progress and evaluate your program's effectiveness.

The timeline describes the process of continuous quality improvement that Sudbury's Transportation Committee has followed for the past several years. The Committee meets bi-monthly to review data, to discuss feedback received, to seek feedback as needed, to engage with stakeholders, and so on. Guests at these meetings include riders, particularly riders with a disability, and other stakeholders (e.g., representatives from schools). We do not hesitate to discuss and evaluate changes that the data/feedback suggest and to run "beta tests" of changes with selected riders before any final modification is selected, communicated, and then implemented. The Senior Center staff work closely with residents and their concerns, so the Committee is often considering adjustments before the data display problematic outcomes.

In addition to usual and customary transportation data (number of rides, riders, wait times, fares, etc.), the Committee prepares and administers surveys on qualitative aspects such as rider opinions by means of forced choice as well as open ended questions. The results are

shared with both the Committee and with riders. An example of feedback from an Uber survey is provided (see **Exhibit 4: Uber Ride Survey**).

9. Describe how you will put your metrics into action.
 - a. For continuing projects: Please describe any changes you are proposing to your service design, implementation, and/or metrics, or any changes you have implemented as a result of metrics collected or lessons learned. How is your program adapting, evolving, and improving?
 - b. For new projects: How will you use your metrics to make decisions about service improvements or expansion?

Please refer to Section 7 and the timeline. Given the goals of the project, the rider surveys will contain questions that provide additional indications of addressing social isolation (such as how many times a rider was able to meet friends) and community engagement (such as how many times a rider was able to attend a library presentation). Open-ended questions in the surveys, and the presence of riders at Committee meetings, will help to capture performance-to-goals: what is working, what can be improved, what is lacking, and so on. In our operation of the GoSudbury Uber program, we have made adjustments in the geofence, copays, and ride limits; we have also been able to communicate average wait times and provide recommendations for best times of travel. The Catch Connect program will benefit from that experience.

10. Please describe how you will conduct outreach to and provide rides to:
 - a. A potential rider who uses a wheelchair

Unlike Uber, the Catch Connect vehicle is accessible. In the outreach programs at housing developments (refer to Section 7, above) as well as in all communications about the new program, this accessibility will be noted. (We will use relevant vehicle specifications provided by MWRTA [lift location, weight limit, etc.]

- b. A potential rider who is blind

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A frequent attendee of our Transportation Committee meetings is a resident who is both sight- and hearing-impaired. In addition, a member of the Council on Disability is a voting member of the committee and provides advice on assistive elements for communication to (for example), riders with visual limitations. Smartphone “voice” options can read the app information and directions, and the Senior Center offers specific training for sight/hearing-limited individuals who will use the service (as is provided for Uber users). And, a low-vision support group meets at the Senior Center on the first Thursday of the month for continuing help.

c. A potential rider who speaks a language other than English

Sudbury has Chinese-American, Russian-speaking, and Spanish-speaking residents, including individuals currently utilizing the Senior Center, who will be beneficiaries of the proposed initiative. The pilot will be advertised widely and communications translated into Mandarin and other languages as required. Special flyers, including those in translation, will be brought to housing developments that serve a diverse population of seniors as well as those who are financially vulnerable. Other information in English and translations will be shared with the Goodnow Library and the Park and Recreation Department. Each of the latter has wide reach with thousands of residents on their email lists. Also, the Senior Center hosts an “English learner” class every Tuesday at which additional support will be available.

11. Describe any advisory or decision-making role that riders will play in your program, if any. Describe any participation potential riders have had in planning this program and/or developing this application.

Wide involvement of a broad range of residents, riders, and stakeholders is a hallmark of the Transportation Committee process. The Town Social Worker, our State Representative (see attached **letter of support from Carmine Gentile**), and representatives from the schools interact frequently with the Transportation Committee. Riders regularly provide comments, inquire about proposed initiatives, and help the Committee communicate effectively. With their enthusiastic input, we have been able to create and operate effective programs, and the Catch Connect pilot will be no different. The transportation programs are based on rider input to Transportation Committee meetings and to Senior Center staff, and frequent communication between Town stakeholders and the Transportation Committee. Involvement of riders and local organizations will continue to be a hallmark of all Sudbury livable transportation initiatives

Coordination Questions

12. What other services are addressing similar needs in your region? Describe how you have researched whether there is already a program serving this need. How is your program different from other programs? For applicants who are not transit authorities, have you talked to your transit authority about your project?

Sudbury has knowledge of transportation programs in the MAGIC region (as a member and active participant in the organization). In addition, with support of a Community Compact Cabinet grant (“Making the Connections” [MTC]), the town worked for over a year with Acton, Bolton, Concord, Maynard, and Stow regarding similar services for older adults and those with a disability limiting driving. The proposed Catch Connect program is different from programs in those towns, nor is there a program serving this need in other than the MWRTA communities noted above in Section 2c.

13. Are you partnering with other organizations on this specific program? Describe the partnership. What will your organization do, and what will the other organization do?

Sudbury is partnering with the MetroWest Regional Transit Authority, which will provide a driver and Catch Connect vehicle for the proposed shuttle. The Sudbury Transportation Committee, with input from the RTA, will manage the overall program operation. The timeline, key milestone, and metrics discussions above (Sections 7, 8, 9) provide additional details.

14. What steps are you taking to make sure your program can endure over time? For example, describe any other funding sources you are leveraging or exploring, and your work to build community support for your program.

In 2021, the Sudbury Transportation Committee presented an update of transportation services to the Select Board. This included a summary of GoSudbury! initiatives to date, provided background on transportation in the town and MAGIC region, and concluded with questions about sustaining services beyond current ad hoc funding opportunities. In response, the Select Board requested that the committee provide a Business Plan for sustainability. By spring 2022, a recommended scenario—a multiyear strategic plan—was presented to the Board, with a set of overarching assumptions for sustainable transportation as follows:

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- The primary goal is *mobility as a service*—this means primary emphasis on *coverage* (including social goals, such as equity and environmental stewardship) rather than *patronage* (only numerical size of ridership). Affordable, reliable, accessible options will be a hallmark. To ensure equity, subareas with special needs (e.g., food deserts, employment and shift constraints, etc.) will receive priority.ⁱⁱ
- Partnering with Regional Transit Authorities and supplementing with microtransit, as well as regionalizing Council on Aging vehicles, should be part of service design.
- Strong and continuous marketing is required, as is continuous quality improvement processes.
- Although the scenario makes use of smartphone app(s), some concierge service must be part of the system, for residents unable to use smartphone/app.
- Services must address environmental concerns, including increase in electric vehicles and *reduction of single-occupancy vehicles (SOV)*.ⁱⁱⁱ Of course, providing multi-passenger service is contingent on the pandemic situation.

The strategy was based on four fundamental criteria:

- **Scale.** Given the comparatively small size and low density of our towns, provision of transportation services that are affordable implies scale economies achieved by (a) collaboration of multiple towns, (b) regionalization of some common services (e.g., CoA vans), and (c) software appropriate to the desired system (reliable, efficient, attractive). Fortunately, examples of these are readily available.
- **Multiple service providers.** Meeting the needs of populations described above will entail state (e.g., MBTA), regional transit authorities, transportation management, and microtransit providers. From an environmental perspective, partnerships with bike- and car-share companies (as well as incentives for pooled trips and electric vehicles^{iv}) should also be considered.
- **Smart applications for riders and providers.** The more complex a system, the greater the efficiencies gained by decentralized software allowing real-time coordination among providers and riders. Again, examples are readily available.
- **Sustainability.** Even with scale economies, rider fees will fund only a small portion of the cost of the desired system. Funds from collaborating towns, transit authorities, and grants, along with intelligent negotiation of rates with microtransit providers, and rider co-pays/fares must sustain the system. Examples are readily available.

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In March 2023, the Transportation Committee linked the strategic plan for transportation to the Town Master Plan. As the highlighted information in the table below shows, one of the first proposals to address issues related to the “Route 20 corridor” Master Plan Item is the Catch Connect shuttle described in this application:

Item	Master Plan	Select Board Proposed Initiative (Scenario 3)
Rt 20 Corridor	A.7 Continue to identify transportation improvement opportunities (policies, amenities, or new infrastructure) that connect Route 20 to other areas of Sudbury by means other than a car, such the proposed rail trails, walkway improvements, or shuttle services for commuters, seniors, and youth (See Transportation and Connectivity Policy B).	SHUTTLE AND OTHER SERVICES (near, medium, long term): <ul style="list-style-type: none"> • In-town, through town, regional short fixed routes • Destination fixed routes • Multi-passenger microtransit spoke-to-hubs
	B.1 Provide incentives for private commercial property owners on the Route 20 Corridor to incorporate site elements conducive to transit ridership. These could include interior circulation routes for shuttles and some dedicated parking spaces for shuttle riders.	INTEGRATION OF EMPLOYERS AND OTHER PARTNERS IN TRANSPORTATION IMPLEMENTATION (medium, long term): <ul style="list-style-type: none"> • Workforce development routes include day (child, adult) care, education, training, etc.
	B.4 Revisit the Route 20 commuter shuttle and other regional transit programs to determine if it is meeting commuter needs.	TECHNICAL ASSISTANCE REQUEST TO MPO (near, medium term): <ul style="list-style-type: none"> • Regional fixed routes (rt 20?) • Regional microtransit spoke-to-hubs (rt 20?)

Finally, the Transportation Committee and the MWRTA hope to apply for a Community Connections grant in December 2023, with the expectation that one or more towns in the area will join with Sudbury in extending the shuttle through other communities and in offering new services.

15. What types of transportation coordination and collaboration does your agency engage in? Check all that apply:

Type of Coordination	Mark an X if this applies to your agency or project
We share a vehicle with another organization	
We share drivers with another organization	
We have an agreement in place to share transportation resources with another organization if a need arises	
We open up our driver training to other organizations	
We attend transportation collaboration meetings when they occur in our region	X (MAPC, MAGIC, 495 Partnership)
We convene transportation collaboration meetings in our region	X Making the Connections (Community Compact grant with Acton, Bolton, Concord, Maynard, Stow; Sudbury lead)
Describe any other type of coordination	X MassDevelopment taxi grant with Acton and Stow (Sudbury lead)

16. How will you share what you learn from this project with other agencies in your region and across Massachusetts?

Sudbury’s participation in the MAGIC region meetings has included presentations on the Town’s transportation initiatives, particularly as relevant to the region’s membership in the AARP livable communities network. Similarly, we participate in the 495 Partnership with a focus on transportation (and, employer involvement in funding that) as well as engage CrossTown Connect—the dispatch operation of the TMA.

In November 2022, MAPC published its concluding report on *Learning from the Taxi, Liv-ery, and Hackney Grant Program*, featuring lessons from Medford, Somerville, and Sudbury. And, in December 2022, a final report on the Community Compact Cabinet grant (*Making the Connections*) was published and submitted to the State. Because we had received technical assistance from MAPC several years earlier (focused on microtransit), we are in discussions with

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Travis Pollack about convening organizations involved in microtransit for informal meetings about lessons learned.

As the material in Section 7 states, it is our intention not only to submit a final report to MassDOT on the proposed pilot but also to complete a White Paper on lessons learned from the Community Transit experience. Both documents are likely to inform formal presentations (see prior paragraph) as well as informal conversations with our peers in the MAGIC region and elsewhere.

Attachments

All applicants (except applicants who are only applying for CRSSA and ARPA funding) must attach:

- A. Local match letter attesting to the amount of local match available and the source that will be used to fund it. **See below.**



Andrew J. Sheehan
Town Manager

TOWN OF SUDBURY
Office of the Town Manager
www.sudbury.ma.us

278 Old Sudbury Road
Sudbury, MA 01776-1843
Tel: 978-639-3381
Fax: 978-443-0756
Email: townmanager@sudbury.ma.us

June 16, 2023

Rachel Fichtenbaum
Grant Management Specialist
MassDOT Rail and Transit Division
10 Park Plaza, Suite 4160
Boston, MA 02116

RE: FY24 Community Transit Grant Program
GoSudbury, Town of Sudbury

Dear Ms. Fichtenbaum:

The Town of Sudbury respectfully requests your approval to claim \$38,000 as our local cash match for the Massachusetts Fiscal Year 2024 Community Transit Grant program. The amount represents one-third the sum of (1) paid time for staff and (2) in-kind monetary value of time spent by volunteers managing three transportation programs, of which Catch Connect represents one program as described in the application.

The GoSudbury programs (see <https://sudbury.ma.us/transportation/2022/07/21/low-cost-transportation-options-for-sudbury/>) were launched in 2021 with the intention of filling transportation gaps for our most vulnerable residents: those aged 60+, with a disability that limits driving, a financial hardship, and/or our members of the military. Utilizing local taxi companies and Uber, to date over 900 taxi rides and over 4,000 Uber rides have been provided. In addition, we have also amassed a significant amount of data that tell us who needs the service, when, and where they need to go. In working with resources from the Metropolitan Planning Org (MPO)'s Central Transportation Planning Staff (CTPS) we have put that data to use to determine where true public transportation in Sudbury would make the most sense. The next logical step in our progress is to partner with our local regional transit authority, the Metro West Regional Transit Authority (MWRTA). With this grant we hope to pilot MWRTA's Catch Connect micro-transit service (<https://www.mwrta.com/catch>) in Sudbury.

The GoSudbury transportation programs have, since their inception, been managed by volunteers augmented by Town staff in the Senior Center and Planning & Community Development departments. As part of program oversight in 2022, our Select Board tasked our Transportation Committee with building out various use cases that would include transitioning transportation-related work from the Committee to dedicated staff. To accomplish this the Committee first prepared a description of responsibilities and

tasks involved in current operations (see attached Exhibits 1 and 2). A review of this shows the significant coordinated effort to keep our programs running. In working with our Assistant Town Manager/Human Resources Director Maryanne Bilodeau, paid time for the two staff positions was estimated as follows.

Town employees doing *transportation program operations work* on a paid time basis:

- Director of Planning and Community Development
- Director of the Senior Center

One part time resource (half time) salary: \$38,000 (1,000 hours at \$38/hour)
One part time resource (half time) benefits: \$20,000
TOTAL: \$58,000/year

Volunteers doing unpaid *transportation program operations work* include the following core members who are representative of key stakeholders:

Representation

- Select Board
- Council on Aging
- Livable Sudbury
- Commission on Disability

Core Members

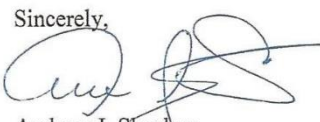
- Dan Carty, Chair
- Bob Lieberman
- Alice Sapienza
- Kay Bell

Tasks and responsibilities for each include attending Transportation Committee meetings, preparing for the same, task follow up, liaising back to their primary groups, and other various related tasks. A conservative estimate of their time would put them each at 5 hours per week spent on transportation related tasks. Taken collectively, this equates to (4 members * 5 hours/week * 52 weeks/year) = 1,040 hours per year. Thus, if work accomplished by volunteers were to be replaced by paid staff it is reasonable to assume it would be equal to what is shown for paid staff above (\$58,000). This brings our total cash and in-kind to \$116,000 to manage the taxi and Uber operations.

Although we expect the Catch Connect service to add some riders and overhead, it is envisioned that riders will transition from our Uber and taxi programs. We therefore propose a conservative estimate of \$38,000 for managing the Catch Connect program (shuttle), or about one-third the total (\$116,000) cost of managing three programs.

In closing, your consideration of this request as our FY 2024 CTG match is very much appreciated. Funding will help to bring a vital service to our most needy residents.

Thank you in advance for your consideration.

Sincerely,

 Andrew J. Sheehan
 Town Manager

Town of Sudbury CTG Application 6.22.2023

Required attachments if applicable:

- A) Nonprofits and for-profits: Most recent financial audit: **2022 report separate attachment**

<https://sudbury.ma.us/finance/sudbury-fy2021-acfr/>

- B. If applicable: Approval Letter and Current Rate for Indirect Cost Allocation Plan (ICAP)

All applicants may attach (recommended but not required):

- C. Optional: letters of support from local agencies that you are partnering with or that will find your project useful for their consumers (see below **letter of support from State Representative Carmine Gentile**):



The Commonwealth of Massachusetts
House of Representatives
State House, Boston 02133-1054

CARMINE L. GENTILE
STATE REPRESENTATIVE
13TH MIDDLESEX DISTRICT
SUDBURY • CONCORD • WAYLAND
MARLBOROUGH • LINCOLN

STATE HOUSE, ROOM 167
TEL. (617) 722-2810
Carmine.Gentile@MAhouse.gov

Vice Chair
Joint Committee on Higher Education

Committees:
Environment and Natural Resources
State Administration
and Regulatory Oversight
Elder Affairs

June 21, 2023

Rachel Fichtenbaum
Grant Management Specialist
MassDOT Rail and Transit Division
10 Park Plaza, Suite 4160

RE: FY24 Community Transit Grant Program, GoSudbury, Town of Sudbury

Dear Ms. Fichtenbaum,

I am writing to express my strong support for the Town of Sudbury and the MetroWest Regional Transit Authority (MWRTA) application for the FY24 Community Transit Grant. Sudbury, like many communities, faces a transportation problem for many of its citizens, most of all seniors, people with disabilities, veterans, and other populations that may not be able to drive. The proposed grant would provide accessible microtransit services for the above -mentioned groups, to help reduce social isolation and give residents the freedom and dignity to be fully engaged in their community.

Since joining the AARP Livable Network in 2018, Sudbury has identified transportation as a major challenge in our Livable Sudbury needs assessment. The Sudbury Transportation Committee formed in 2018 has sought grants and mitigation funds to support transportation pilots for seniors (50+), people with disabilities, veterans, and financially vulnerable groups.

As a member of the Massachusetts Legislature’s Joint Committee on Elder Affairs, the Sudbury, the Sudbury Council on Aging, Chair of the Sudbury Affordable Housing Trust, and the State Representative for Sudbury, I am aware of the significant transportation challenges faced by many of our residents. Sudbury has a strong commitment to successfully address these issues.

This grant would enable more people to make doctor’s appointments, get groceries, or simply make it to recreational activities that are otherwise inaccessible for people without a car.

Please feel free to contact me if you have any questions or need further information on this project.

Sincerely,

Carmine L. Gentile

Attachment9.c: FY24 CTGP PROJECT form - operating final Sudbury (6121 : ARPA funds toward Community transit grant)

Town of Sudbury CTG Application 6.22.2023

- D. Optional: any additional documentation that provides additional detail or clarification around your proposed projects (e.g., formal service plan, timetable, route map, and/or service map if applicable) **See Exhibits referenced in text, below.**

New applicants must also attach:

- E. Organization Chart **see pg. 22 – 25 here:**

: <https://cdn.sudbury.ma.us/wp-content/uploads/sites/292/2023/02/FY24-Sudbury-Town-Manager-Preliminary-Budget-Book-1-31-2023.pdf?version=8cee347fe6e4e6bd10181ab32519d481>

- F. Accounting Policies and Procedures Manual **see pg. 18- 21 here:**

<https://cdn.sudbury.ma.us/wp-content/uploads/sites/292/2023/02/FY24-Sudbury-Town-Manager-Preliminary-Budget-Book-1-31-2023.pdf?version=8cee347fe6e4e6bd10181ab32519d481>

- G. Certification Documents:

- a. For Non-Profit Organizations: private non-profit organization status documents – either a certified copy of the Articles of Incorporation or IRS 501(c)(3) federal income tax exemption letter.
- b. For Governmental Authorities (which can include City, County, Town and Tribal Governments including other related public bodies and Tribal community agencies) providing transportation service to seniors and/or persons with disabilities because no private non-profit organizations are readily available in the service area: Governmental Authority Certification Documents (i.e. contact letters, support letters, outreach materials, coordination plan meeting minutes, etc.) to verify that your organization is the only entity in the service area willing to provide the specific service requested and that there are no non-profit organizations readily available in the area to provide the needed service. **See below.**

Town of Sudbury CTG Application 6.22.2023



Andrew J. Sheehan
Town Manager

TOWN OF SUDBURY

Office of the Town Manager
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278 Old Sudbury Road
Sudbury, MA 01776-1843
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Email: townmanager@sudbury.ma.us

June 21, 2023

Rachel Fichtenbaum
Grant Management Specialist
MassDOT Rail and Transit Division
10 Park Plaza, Suite 4160
Boston, MA 02116

RE: FY24 Community Transit Grant Program
Certification

Dear Ms. Fichtenbaum:

This letter is to certify that the MetroWest Regional Transit Authority is the only entity in the service area willing and able to provide door to door service requests for seniors. There are no non-profit organizations readily available in the area to provide the needed service.

Sincerely,

Andrew J. Sheehan
Town Manager

Attachment9.c: FY24 CTGP PROJECT form - operating final Sudbury (6121 : ARPA funds toward Community transit grant)

EXHIBITS REFERENCED IN TEXT

Exhibit 1: How To Use the MWRTA Catch App



METROWEST REGIONAL TRANSIT AUTHORITY
Public Transportation System

15 Blandin Ave Framingham, MA 01702
Ph. (508) 283-5083 • Fax (508) 935 2225 • www.mwrta.com

4-11

How to use the MWRTA Catch App

Apple / iPhone Users:

Visit the App Store® on your device and search, “MWRTA Catch” and download the Catch App onto your device. You may need your Apple ID & password, which MWRTA cannot provide for you.

Android Users:

Visit the Google Play store on your device and search, “MWRTA Catch” and download the Catch app onto your device. You may need your Google ID & password, which MWRTA cannot provide for you.

Once the app is downloaded, open it and click “Create An Account” on the bottom right of the screen and sign up by providing an email and password.

Once logged in, visit the “Contact” tab on the bottom right, and create a Catch Connect account by providing your name, home address, and phone number.

Once this account is created, visit the “Connect” tab and you can begin booking your trip!

To book a trip:

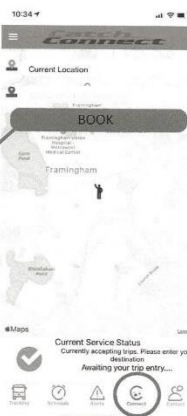
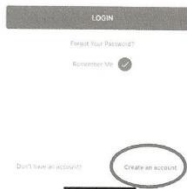
Visit the “Connect” tab on the app. Tap where it says “Current Location” and enter the address of your location. Underneath, tap where it says “Where would you like to go?” and enter the destination of your trip – you may also enter key names such as “Roche Brothers” or “Wellesley Square MBTA” or others, and click on the location that pops up.

Confirm that both addresses shown are correct, and then click the BOOK button.

The app will then assign you to a driver, and show you an approximate time of when the driver will arrive to you. The app will also show you a map of where your driver is, so you can track the location of the vehicle as it makes its way to you. Please wait outside in a safe and visible location for your driver.

Thank you for using Catch Connect!

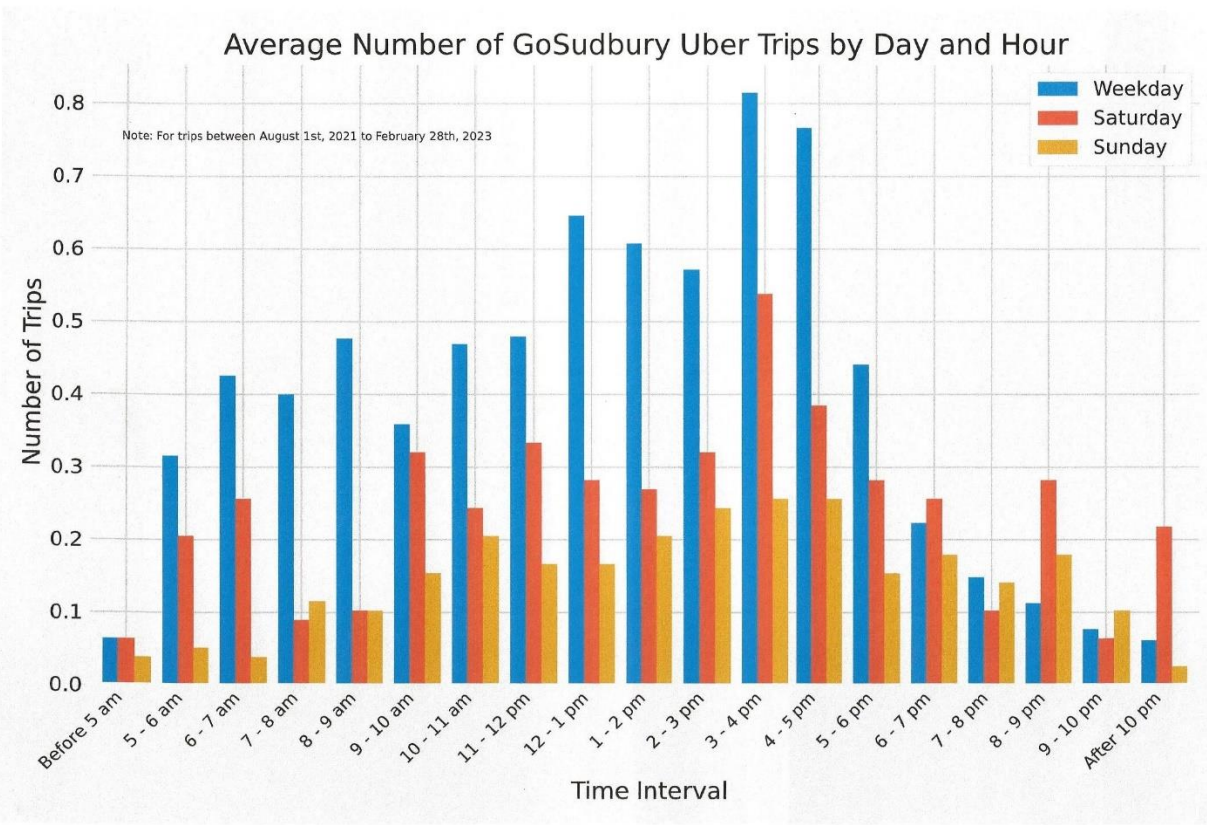
If you need further assistance, please call (508) 283-5083 or email info@mwrta.com.



Framingham ♦ Ashland ♦ Holliston ♦ Natick ♦ Wayland ♦ Hopkinton ♦ Weston ♦ Sherborn ♦ Sudbury ♦
Marlborough ♦ Southborough ♦ Wellesley ♦ Dover ♦ Hudson ♦ Milford ♦ Hopedale

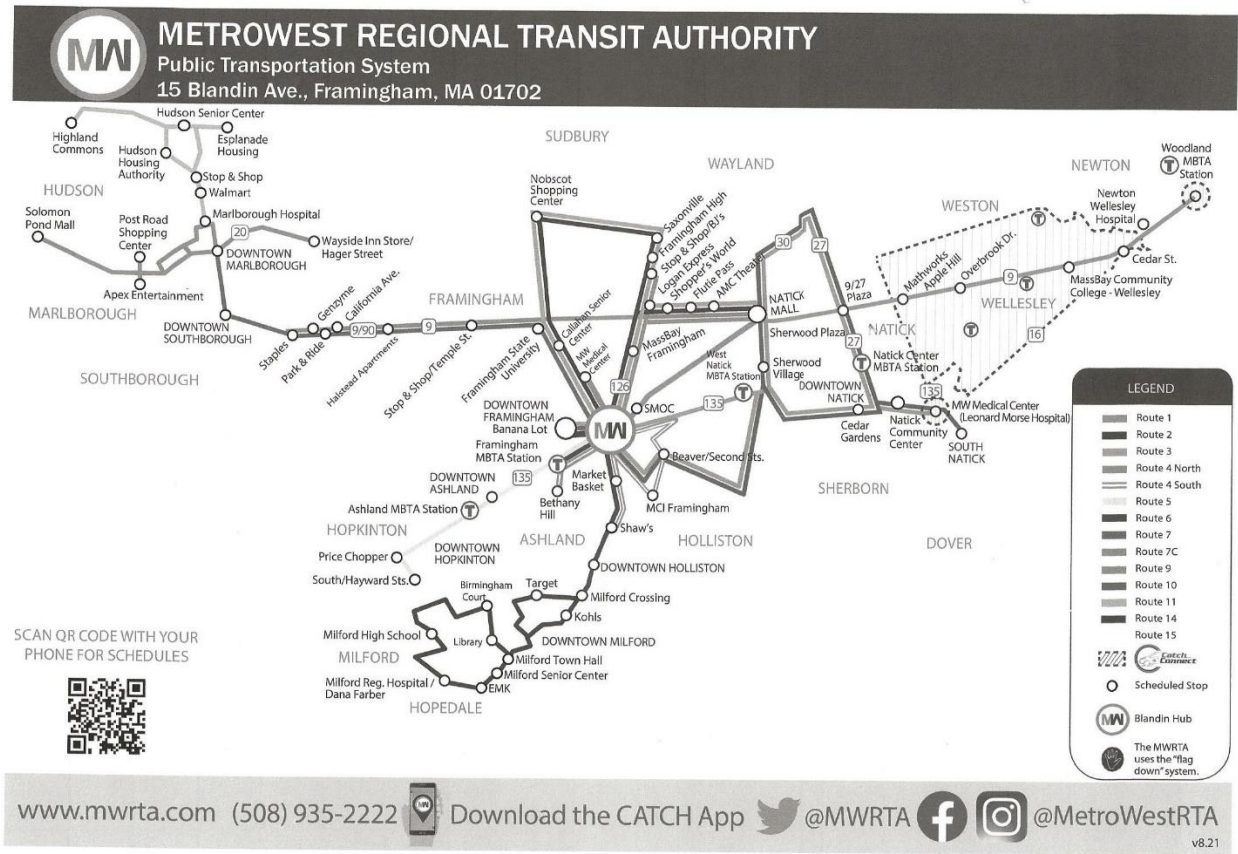
Attachment9.c: FY24 CTGP PROJECT form - operating final Sudbury (6121 : ARPA funds toward Community transit grant)

Exhibit 2: Average Number of Uber Trips by Day and Hour (CTPS Analyses)



Attachment9.c: FY24 CTGP PROJECT form - operating final Sudbury (6121 : ARPA funds toward Community transit grant)

Exhibit 3: MWRTA Route Map



Attachment9.c: FY24 CTGP PROJECT form - operating final Sudbury (6121 : ARPA funds toward Community transit grant)

Exhibit 4. Uber Rider Survey



Survey response rate = 48%. Respondents are very/extremely satisfied with (1) ease of scheduling (88%), driver (91%), compliance with safety regulations (94%), punctuality (90%).

“This program is FANTASTIC!! I have broken my right foot very badly and am not able to drive.”

“We need this type service to stay in Sudbury after 50 years. We put very little financial burden on town via schools, etc. We’ve paid taxes for years. We’re a good investment to keep in town!!”

“This program has been exactly what I need to be able to go places and get things done.”

Town of Sudbury CTG Application 6.22.2023

ⁱ *“Dad, give me your car keys,”* Beth Teitell, The Boston Globe, June 22, 2015.

ⁱⁱ Based on input from Metropolitan Area Planning Council (MAPC), 2.11.22.

ⁱⁱⁱ Boston Region Metropolitan Planning Organization noted: “There is a ... direct relationship between policies that manage parking supply and policies that manage vehicle trip generation [i.e., parking availability increases SOV use].” Other incentives may be necessary to increase use of pooled ride services.

^{iv} MAPC, 2.11.22.



Maura Healey, Governor
Kimberley Driscoll, Lieutenant Governor
Monica Tibbitts-Nutt, Acting Secretary & CEO
Meredith Slesinger, MassDOT Rail & Transit Administrator



November 6, 2023

Alice Sapienza & Dan Carty
Town of Sudbury
278 Old Sudbury Road
Sudbury, MA 01776

Dear Alice Sapienza and Dan Carty:

On behalf of Governor Healey and Lieutenant Governor Driscoll, I am pleased to notify you that the Town of Sudbury has been competitively selected to receive a State Fiscal Year 2024 Community Transit Grant Program award for the following project:

GoSudbury Catch Connect Shuttle in the amount of \$74,865

Through this funding, we are pleased to support your efforts to expand mobility for older adults and individuals with disabilities in Massachusetts.

In the coming weeks, you will receive further instructions from the MassDOT Transit Division detailing next steps, including any necessary budgetary revisions. In the meantime, please feel free to contact Rachel Fichtenbaum, Manager of Grant Programs and Mobility Management, at Rachel.L.Fichtenbaum@dot.state.ma.us with any questions.

Thank you for your continued commitment to improving mobility in the Commonwealth.

Sincerely,

Meredith Slesinger

Meredith Slesinger
MassDOT Rail and Transit Administrator

Attachment9.d: Town of Sudbury (6121 : ARPA funds toward Community transit grant)

1. FUNDED—COMMUNITY TRANSIT GRANT WITH MWRTA

From Town Master Plan (see <https://sudbury.ma.us/planning/wp-content/uploads/sites/328/2021/10/Action-Plan.pdf?version=bb570f61cd5a9e6ca4ffa9cbe705a6e9>):

Item	Master Plan	Select Board Proposed Initiative (Scenario 3)
<p>Rt 20 Corridor</p> <p>Tran'n & Connectivity</p> <p>Public Health and Social Wellbeing</p>	<p>A.7 Continue to identify transportation improvement opportunities (policies, amenities, or new infrastructure) that connect Route 20 to other areas of Sudbury by means other than a car, such the proposed rail trails, walkway improvements, or shuttle services for commuters, seniors, and youth (See Transportation and Connectivity Policy B).</p> <p>E.6 Coordinate with MetroWest Regional Transit Authority (MWRTA) to expand accessible service along major roadways in Sudbury wherever possible.</p> <p>D.2 Include access to public health resources in the “Making the Connections” pilot study (see Transportation and Connectivity).</p>	<p><i>SHUTTLE AND OTHER SERVICES (near, medium, long term):</i></p> <ul style="list-style-type: none"> • In-town, through town, regional short fixed routes • Destination fixed routes • Multi-passenger microtransit spoke-to-hubs <p>Community Transit Grant for MWRTA CatchConnect route 20 microtransit service w/in Sudbury</p>

Purpose of grant:

The Community Transit Grant Program (CTGP) awards funds to help meet the transportation and mobility needs of seniors and people with disabilities. The annual competitive program distributes Federal Transit Administration (FTA) Section 5310: Enhanced Mobility of Seniors & Individuals with Disabilities funds and State Mobility Assistance Program (MAP) funds.

<https://www.mass.gov/community-transit-grant-program>

*On behalf of Governor Healey and Lieutenant Governor Driscoll, I am pleased to notify you that the Town of Sudbury has been competitively selected to receive a State Fiscal Year 2024 Community Transit Grant Program award for the following project:
GoSudbury Catch Connect Shuttle in the amount of \$74,865.*

Funding:

Attachment9.e: Transportation_20231219SB_Meeting (6121 : ARPA funds toward Community transit grant)

Purpose of grant: (SUDBURY IS LEAD – JIM NEE/MWRTA IDEA WAS TO GO FOR THIS FEDERAL GRANT FIRST THEN GO FOR THE ARGER COMMUNITY CONNECTIONS 3 YEAR GRANT – ANOTHER FEDERAL GRANT)

Through the state budgeting process, MassDOT has available \$15 million in discretionary operating and capital funding to award to transit providers as Transit Innovation Grants. Awards will be made on a competitive basis with funding provided contractually. At least 25 percent of the funding (\$3,750,000) will be reserved for rural areas. Successful applicants will be required to report quarterly on their progress for the duration of the grant, as well as provide a one-page summary report of accomplishments at the end of the grant. <https://www.mass.gov/how-to/regional-transit-innovation-grant>

Requested Funding:

MWRTA Boston Hospital Shuttle: \$117,000 (based on \$75 per hour at 10 hours per day, 3 days per week, for 52 weeks)

Emergency Ride in/from Boston: \$20,000 (estimated ride, program administration, and mobile phone costs)

TOTAL: \$137,000

From the application:

MWRTA’s Boston Hospital shuttle for Sudbury and Wayland is designed to meet the need for accessible and affordable transportation to healthcare services for Transportation Equity riders. **It is modeled on a similar program operating in Framingham, Natick, and Wellesley.** The *Emergency Ride in/from Boston*, its complement, is designed to meet the need for a physical safety net and reassurance for transit-dependent residents, in circumstances in which they are likely to be anxious about their health and mobility. No person will be left struggling to avoid a stressful and lengthy wait between shuttles.

The *Emergency Ride in/from Boston* option is restricted to eligible Sudbury or Wayland riders who have arrived at their destination via the MWRTA Boston Hospital shuttle and subsequently face a potentially lengthy wait for continued shuttle service under the following circumstances: (1) medically-necessary travel beyond walking distance from the destination healthcare facility to another healthcare facility; (2) a missed “next” shuttle; or (3) a missed last shuttle. In case (2), TNC-taxi transportation will be provided to the next west bound shuttle, if a further stop is available; otherwise, as in case (3), TNC-taxi transportation will be provided to the rider’s home in Sudbury or Wayland.

Benefit to the state:

The fact that a Boston Hospital shuttle has been serving Framingham, Natick, and Wellesley and is proposed for Sudbury and Wayland implies a need for transportation to healthcare services from, especially, transportation-underserved communities. That need was also demonstrated by the state’s Boston Region MPO Human Services Transportation Plan (2019) and the MAPC’s final report on the taxi, livery, and hackney grant program (2022).

One very successful transportation service in Massachusetts is that serving Logan Airport, which includes buses from surrounding communities as well as within-airport terminal shuttles. We envision a similar innovation for healthcare, beginning with the Longwood Medical area and subsequently incorporating other important healthcare “hubs.”

Our transit innovation provides a model: the MWRTA provides buses to the area, and the towns’ **Emergency Ride** provides service analogous to the airport terminal shuttle—that is, service for patients already in the Longwood area and needing transportation between facilities. If this model were expanded, with other RTAs operating buses to the area and vendor(s) providing within-area transport like the terminal shuttles, the difficult problems of vehicle parking, traffic, and associated environmental impacts could be markedly ameliorated.

We contend that the innovation proposed in this application is an important pilot for a truly innovative approach to meeting the goal of congestion mitigation and air quality, while addressing a vital and unmet need of residents. It is, in fact, more than a benefit to the state—it has national applicability.



SUDBURY SELECT BOARD
Tuesday, January 23, 2024

MISCELLANEOUS (UNTIMED)

10: Discussion on Town Mgr Evaluation Process

REQUESTOR SECTION

Date of request:

Requestor: Chair Dretler

Formal Title: Discussion on Town Manager Evaluation Process

Recommendations/Suggested Motion/Vote:

Background Information:

Financial impact expected:

Approximate agenda time requested:

Representative(s) expected to attend meeting:

Review:

Select Board Office	Pending
Town Manager's Office	Pending
Town Counsel	Pending
Select Board	Pending
Select Board	Pending

01/23/2024 7:00 PM

TOWN OF SUDBURY TOWN MANAGER EVALUATION PROCESS

PREFACE

The Sudbury Board of Selectmen is committed to an evaluation process that is positive, constructive, and measurable in assessing performance. The BOS seeks to provide sound and regular feedback to the Town Manager. The purpose of the evaluation is to assist the Town Manager in reviewing her effectiveness in carrying out the duties of the position and in meeting the goals which the BOS and the Town Manager have mutually established. The evaluation should be a positive, constructive process, implemented with mutual respect for all involved, working toward the common goal of improving the Town of Sudbury.

PROCESS

The evaluation shall consist of:

SECTION 1: Annual Town Manager goals agreed upon by the Town Manager and the BOS.

SECTION 2: A self-evaluation completed by the Town Manager, addressing major areas of responsibility and progress in meeting the Town Manager's goals.

SECTION 3: Individual evaluations based on a checklist of the Town Manager's major areas of responsibilities including the Town Manager's progress in meeting the annual goals. All Selectmen will complete the checklist to evaluate each area.

PROCEDURE AND SCHEDULE

By September (?) each year, the BOS will establish or update goals for the Town of Sudbury that may be annual for the fiscal year or multi-year objectives. Within the context of these goals, the BOS and Town Manager together will outline specific annual goals for the Town Manager. The Town Manager's goals for the next calendar year will be established by the end of **October**.

The individual Selectmen are encouraged to discuss progress toward goals and concerns about performance issues directly with the Town Manager throughout the year.

The Town Manager will submit a self-evaluation to the BOS by **February 1** each year. Each Selectman will complete the Section 3 checklist including comments and submit it to the Selectmen's office by **March 1**. The complete performance evaluation will consist of the Town Manager's annual goals, the Town Manager's self-evaluation, the individual Selectmen's Section 3 evaluations, and a composite scoring averaging the Selectmen's ratings. The composite scoring for each area will be an average of the Selectmen's ratings, with each Selectman's score weighed equally. The Selectmen will then discuss the evaluation with the Town Manager in a public meeting.

2024 Town Manager Annual Review Timeline

Complete	Steps	Town Manager Annual Review	Date
	Step 1	Select Board reviews overall Town Manager review process and timeline, including 360 evaluation questions	1/23/24
	Step 2	360 evaluations sent to Town Manager direct reports. Town Manager 1 yr anniversary is 2/14/2024.	2/13/24
Feb 19-23 SCHOOL VACATION WEEK			
	Step 3	360 evaluations due from direct reports	3/1/24
	Step 4	360 evaluation responses reviewed by Select Board and Town Manager	3/12/24
	Step 5	Town Manager to send self-evaluation to Select Board	3/20/24
	Step 6	Town Manager to review self-evaluation and goals with Select Board	3/26/24
	Step 7	Select Board to turn in individual Town Manager evaluations	3/27/24
	Step 8	Select Board quantitative data (and qualitative?) combined in one report	3/28/24
	Step 9	Select Board provides evaluation to Town Manager	4/2/24

Attachment 10.b: 2. 2024 Town Manager Annual Review Timeline (6079 : Discussion on Town Mgr

**EMPLOYMENT AGREEMENT BETWEEN
THE TOWN OF SUDBURY and
ANDREW J. SHEEHAN, THE TOWN MANAGER**

This Agreement, made and entered into this Tuesday, 6th of December 2022, pursuant to Ch. 41, §108N of the Massachusetts General Laws, and the provisions of the “Sudbury Town Manager Act,” by and between the Town of Sudbury, Commonwealth of Massachusetts, a municipal corporation, acting by its Select Board, hereafter referred to as the “Board” and Andrew J. Sheehan, hereinafter referred to as the “Town Manager.”

In consideration of the promises herein contained, the parties mutually agree as follows:

WHEREAS, the Town desires to employ the services of said Andrew J. Sheehan as Town Manager of the Town of Sudbury, pursuant to the Acts and Resolves of 1994, Chapter 131, hereinafter referred to as the “Sudbury Town Manager Act”; and

WHEREAS, the Board, under Chapter 41, §108N of the Massachusetts General Laws may contract with the Town Manager for such services; and

WHEREAS, it is the desire of the Board to provide certain benefits, establish the conditions of employment, and set the salary of said Town Manager; and

WHEREAS, it is the desire of the Board to appoint the Town Manager and to provide inducement for him to remain in such employment; and

WHEREAS, the parties intend that this Employment Agreement shall be for an initial term of 3 years, but subject to renewal for successive term(s).

NOW, THEREFORE, in consideration of the covenants contained herein, the parties agree as follows:

SECTION I: FUNCTIONS & DUTIES

The Town agrees to employ said Andrew J. Sheehan as Town Manager. The Town Manager shall perform the functions and duties of the chief administrative officer of the Town of Sudbury in accordance with the “Sudbury Town Manager Act” and such other duties and functions as the Board shall, from time to time, legally assign to him.

SECTION II: TERM

- A. This Agreement shall have a term of three years, beginning February 13, 2023 and expiring February 12, 2026 unless earlier terminated under the provisions of this Agreement and the “Sudbury Town Manager Act.”
- B. The Board may terminate the services of the Town Manager, in accordance with the provisions set forth in Section III.

SECTION III: TERMINATION & SEVERANCE PAY

- A. The Board may terminate the Town Manager for just cause during the term of this agreement.
- B. In the event the Town Manager is terminated by the Select Board, or is requested to resign by the Board, prior to the expiration of the term of this Agreement, and the Town Manager is otherwise willing to perform the duties of Town Manager, the Town shall give four weeks' notice of such decision and pay the Town Manager six (6) months of salary as a termination payment. In addition, the Town will pay the Town Manager for any unused, accrued vacation time. Provided, however, that in the event the Town Manager is terminated for criminal or gross misconduct, the Town shall have no obligation to pay the termination payments designated in this paragraph.
- C. In the event the Town Manager voluntarily terminates his position with the Town before the expiration of the term of this Agreement, the Town Manager shall give the Town not less than ninety (90) days' written notice in advance, unless the parties agree otherwise. A copy of the resignation shall be filed with the Town Clerk. In the event of a voluntary resignation, the termination payment enumerated in paragraph B above shall not apply.
- D. This section shall survive any termination of this Agreement.

SECTION IV: RE-APPOINTMENT

The Board and the Town Manager shall notify each other in writing of their intent to renew the contract no later than August 1, 2025. The Board and the Town Manager, provided each has notified the other in writing of their desire to commence negotiations for a successor contract, will endeavor to reach agreement on a successor agreement prior to October 1, 2025.

SECTION V: COMPENSATION

- A. **Base Salary:** The Town Manager shall be paid an annual base salary of \$215,000, effective February 1, 2023 in accordance with Section 6 of the "Sudbury Town Manager Act." The salary for the Town Manager shall be payable in bi-weekly installments at the same time as other Town department managers. Per Section VII. Goals and Objectives, the Select Board shall annually review the Town Manager's performance and consider changes to compensation.
- B. **Reduction in Salary:** The Town Manager's salary shall not be reduced below the amount set forth in Section A, unless there is a general reduction of management salaries of the Town.
- C. **Exempt Employee:** For the purposes of the Fair Labor Standards Act, the Town Manager shall be an "exempt employee."

SECTION VI: BENEFITS

- A. **Health, Life and Dental Insurance:** The Town Manager shall be eligible for all health, life, and dental insurance benefits available to other Town employees. The premium cost for said insurance benefits shall be paid by the Town on the same basis as for other Town employees. In the event the Town Manager is terminated by the Town under conditions pursuant to Section III of this Agreement, the Town shall pay its normal share of premium costs for said insurance benefits for six months from the date of termination. In the event of the Town Manager's retirement, the Town shall pay health, life, and dental insurance premium costs on the same basis as other Town retirees. Terms of this subsection shall become effective on the day this contract is executed.
- B. **Insurance Opt-Out:** Each year that the Town Manager does not receive health insurance from the Town, the Town Manager shall receive a \$3,000 opt out payment, paid in bi-weekly installments.
- C. **Deferred Compensation:** The Town Manager shall be paid \$12,500 per year in deferred compensation, paid in equal installments on the six month and one-year anniversary of the Town

Manager's start date, to a 401A or 457 plan selected by the Town Manager amongst the providers available from the Town.

- D. **Vacation:** Effective July 1, 2023, the Town Manager shall be entitled to twenty-five (25) days of vacation each fiscal year, to be prorated in any year in which the Town Manager works less than twelve months. Unused earned vacation may be carried over subject to a maximum accrual carry-over of twenty (20) days.
- E. **Sick Leave, Personal Leave and Bereavement Leave:** Effective start date the Town Manager shall be entitled annually to: 1) personal days consistent with town policies 2) sick leave and bereavement leave in accordance with the Town of Sudbury Employee Handbook, all to be prorated in any fiscal year in which the Town Manager works less than twelve months. Upon the first day of employment under this Agreement, the Town Manager shall also be credited with his first year's worth of twelve (12) days sick leave in his sick leave account.
- F. **General Benefits:** In addition, the Town Manager shall be entitled to such other benefits generally provided to Town non-union department heads, subject to this Agreement.
- G. **Holidays:** The Town Manager shall be entitled the same Holidays as other Town non-union employees, which is currently thirteen (13).

SECTION VII: GOALS & OBJECTIVES

- A. The Board shall annually review and evaluate the Town Manager's accomplishment of the goals and objectives discussed below. This review and evaluation shall be in accordance with specific criteria developed jointly from time to time by the Board and the Town Manager.
- B. In the first year of this agreement, the Town Manager and Select Board agree to meet within ninety (90) days to review the onboarding process and discuss priorities.
- C. The first annual review will occur after one year of employment. This review and evaluation shall include a "360 degree assessment" with solicited subjective feedback from one of the Town's School Superintendents and at least four direct reports of the Town Manager chosen randomly in a process conducted by the Town Manager and Select Board. Any costs associated with implementing the "360 degree" assessment shall be borne by the Town. Further, the Town Manager will provide a written assessment of his goals and performance as part of the Board's consideration. The Chair of the Board or their designee shall provide the Town Manager with a written statement of the findings of the Board and provide an adequate opportunity for the Town Manager to discuss his evaluation, and the results of the "360 degree" assessment with the Board. The "360 degree assessment" will occur with each annual review thereafter.
- D. Annually, the Board and the Town Manager shall define such goals and performance objectives, which they determine necessary for the proper operation of the Town and the attainment of the Board's policy objectives, and shall further establish a relative priority among the various goals and objectives, and said goals and objectives shall be reduced to writing. The goals and performance objectives shall generally be attainable within the time limits specified, within the annual operating and capital budgets and appropriations provided by the Town and within existing circumstances and external conditions affecting the Town. The goals and performance objectives may or may not coincide with the broader goals set by the Select Board for themselves and the Town.

SECTION VIII: EXPENSES

- A. **Automobile Expenses:** The Town Manager shall be provided with an annual vehicle allowance of \$7,000 paid in bi-weekly installments. This allowance shall provide for all necessary travel mileage, tolls, and related costs. Reimbursement for work-related parking costs shall be paid upon submittal of receipts by the Manager.

- B. **Professional Development:** The Town shall pay the Town Manager's registration fee(s) and related expenses for the International City/County Management Association (ICMA)'s Annual Conference, ICMA Regional Conference, Massachusetts Municipal Association (MMA) Annual Conference, and the Massachusetts Municipal Managers Association (MMMA) Annual Spring and Fall conferences. The Town shall pay the Town Manager's registration fee(s) and expenses to and from short courses, institutes, and seminars that are necessary for the Town Manager's professional development and for the good of the Town.

The Town agrees to budget and pay for the professional dues and subscriptions for the Town Manager necessary for membership in the International City/County Management Association (ICMA), the Massachusetts Municipal Managers' Association (MMMA), Massachusetts Municipal Human Resources Association (MMHR), and any other professional organizations deemed necessary and desirable for his continued professional participation, growth, and advancement for the good of the Town.

- C. **Other Expenses:** The Town Manager shall be reimbursed for any reasonable expenses incurred in the performance of his duties, or as an official representative of the Town, including attendance by him at civic events.

SECTION IX: OTHER

The Town Manager and the Board agree that succession planning for the office of the Town Manager is an important consideration. It is further agreed that, should a vacancy occur in the office of Town Manager, the Select Board may wish to consider the incumbent Assistant Town Manager for appointment as Interim and/or Permanent Town Manager. In recognition of this, the parties agree that the Town Manager will confer with the Select Board as part of the process through which the Town Manager appoints a future Assistant Town Manager.

OUTSIDE ACTIVITIES

The Town Manager may accept speaking, writing, lecturing, teaching, or other paid engagements of a professional nature as he/she sees fit, provided they do not interfere with the performance and discharge of their duties and responsibilities as Town Manager. Any such engagements, activities, or work must be approved in advance by the Board, whose approval will not be unreasonably delayed or denied, and shall not be in violation of the Massachusetts Conflict of Interest Law, M.G.L. c. 268A.

HOURS OF WORK

The Town Manager shall normally work at least forty (40) hour work weeks, which normally includes at least thirty-five (35) hours during normal office hours and five (5) hours in attending meetings and other duties outside office hours. The Town Manager recognizes that his job duties may require him to work beyond forty (40) hours per week in order to fulfill his obligations as a professional employee.

It is recognized that the Town Manager must devote a great deal of time outside of normal office hours to the business of the Town and to that end the Town Manager will be allowed to make reasonable adjustments to his schedule as he shall deem appropriate during said normal office hours.

The Town Manager will devote full time and attention to the business of the Town and will not engage in any other business, except with the approval of the Board.

SECTION X: BONDING & INDEMNIFICATION

To the extent permitted and as limited by law, the Town shall indemnify and save harmless the Town Manager from any claim, loss, liability, or damage including punitive damages, reasonable legal fees and costs in an amount not more than \$1,000,000 for any errors or omissions of the Town Manager within the scope of his employment with the following exceptions:

- a) The Town Manager shall not be so indemnified for an intentional violation of civil rights. For the purposes of this Agreement, an intentional violation of civil rights shall mean bad faith conduct made with the intention to deprive an individual of their civil rights under as State or Federal civil rights statute. Any conduct the Town Manager performed with the knowledge and acquiescence of the Select Board shall not be deemed an intentional violation of civil rights under this agreement.
- b) The Town Manager shall not be so indemnified for criminal acts.
- c) The Town Manager shall not be indemnified for disputes regarding the interpretation of this agreement.
- d) This section shall survive any termination of this Agreement.

SECTION XI: SEVERABILITY

If any provision or any portion thereof of this Agreement is found to be unconstitutional, invalid, or unenforceable, it shall not affect the remainder of said Agreement but said remainder shall be binding and remain in full force and effect.

SECTION XII

This Agreement shall be executed in two counterparts, each of which shall be deemed to be an original, and both of which, taken together, shall be deemed one and the same instrument.

SECTION XIII: GOVERNING LAW

This Agreement shall be governed by and constructed and enforced in accordance with the laws of the Commonwealth of Massachusetts, without regard to conflict of law principles.

SECTION XIV: NOTICES

Any and all notices required or permitted to be given under this Agreement will be sufficient if furnished in writing, sent by certified mail to his last known residence, in the case of the Town Manager, or the Chair of the Select Board in the case of the Town.

IN WITNESS THEREOF, the parties have hereunto signed and sealed this Agreement and a duplicate thereof the 6th day of December in the year 2022, such Agreement to be effective as of February 13, 2023, until February 12, 2026.

Andrew J. Sheehan
Town Manager

Dated: 12/8, 2022

Approved as to form only:

Town Counsel

Dated: December 9, 2022

TOWN OF SUDBURY
by its Select Board

Dated: 12-7, 2022

Attachment10.c: 3. Sheehan contract 2022-12-06.signed.final (6079 : Discussion on Town Mgr Evaluation Process)

TOWN OF SUDBURY
Select Board 2024 Priority Goals and Deliverables
Approved September 26, 2023

Rank	Goal	Primary Category	Liaison/Staff assigned to goal
1	Develop a long-term comprehensive plan to fund and manage the operating and capital budgets	Financial Management and Economic Resilience	Andy Sheehan, Town Manager
2	Address staffing needs and succession planning	Financial Management and Economic Resilience	Andy Sheehan, Town Manager
3	Investigation of Vocational Education Access options	Effective Governance and Communications	Lisa Kouchakdjian, Vice Chair
4	MBTA Communities Zoning	Transportation, Mobility and Housing	Charlie Russo, Select Board Member
5	Economic Development	Financial Management and Economic Resilience	Jennifer Roberts, Select Board Member
6	Advance design and construction of Phase 3A-CSX/Rt 20 of the Bruce Freeman Rail Trail	Open Space, Recreation and Historic Assets	Janie Dretler, Chair

Select Board Member Goal Deliverables

Goal 3: Investigation of Vocational Education Access options

Deliverables: The Select Board shall develop a short and long-term plan to address the needs of students in the Town of Sudbury. The short-term goal shall seek to understand options currently available to students who desire vocational education. The long-term goal will achieve membership in a vocational education school. The Select Board will determine action steps and collaborate with the Town of Sudbury, Lincoln-Sudbury Regional High School and Sudbury Public Schools administrations as necessary.

Action Steps:

- The Select Board shall designate a member of the Board (or establish a Subcommittee) to address the short and long-term goals.
- The Select Board designee (or Subcommittee) will communicate with vocational education schools and provide any information or documents in furtherance of the short and long-term goals.
- The Select Board designee (or Subcommittee) shall regularly report to the full Select Board regarding its progress and make recommendations regarding revisions to the goals as necessary.

Goal 4: MBTA Communities Zoning

Deliverables: Advance MBTA Communities Act compliance efforts to ensure that draft zoning amendment article(s) are prepared for Town Meeting, preferably for ATM 2024, in advance of the deadline for compliance of 12/31/2024.

- Work collaboratively with Planning Board and other relevant boards, commissions, and groups.
- Continue to implement the Action Plan and timeline that was approved by SB on Nov. 29, 2022 and submitted to DHCD shortly after and then approved.
- Determine who will develop the potential zoning – internal or external (MAPC, consultant, etc.) – and how that will be funded. Consider available technical assistance from the state.
- Hold public hearings to communicate out the requirements, alternatives for implementation, and potential effects of the law to residents.
- Create subpage on Town website to collect information (eventually).
- Ensure that draft zoning amendment article(s) are prepared for the 2024 Annual Town Meeting.
- Submit request for determination of compliance to DHCD before deadline of 12/31/2024.

In addition, please see below and please include in our packet the Action Plan timeline the Select Board approved on Nov. 29, 2022:

Task	Start Date	End Date
Public Outreach	Feb. 1, 2023	Jan. 31, 2024
Developing Zoning	Feb. 1, 2023	Nov. 30, 2023
Apply Compliance Model	May 15, 2023	Nov. 30, 2023
Planning Board Hearings Adopt	Dec. 1, 2023	Jan. 31, 2024
Compliant Zoning Submit	May 1, 2024	Oct. 31, 2024
Compliance to DHCD	Nov. 1, 2024	Dec. 31, 2024

Goal 5: Economic Development

Deliverables:

- Select Board review of existing information on Sudbury Economic Development in Master Plan (see resources below).
- Conduct internal Select Board/Town Manager discussion on Economic Development in Sudbury: What are we looking to achieve with this goal?
- Meet with Planning Board/Planning Department to align on goal and next steps (either Select Board Goal Liaison meets with Planning Board Chair or hold joint meeting).
- Pursue hiring of an Economic Development Consultant (funded through ARPA funds) to guide creation of economic development plan and strategies.

Approach may include:

- Analyze current economic landscape in Sudbury and in comparable communities.
- Gather public input (community, Chamber of Commerce, other committees).
- Establish Economic Development vision/goals.
- Identify challenges and opportunities for success.
- Develop strategies to achieve goals.
- Development implementation plan/timeline.
- Consider creation of Economic Development Committee to work with Economic Development consultant on plan or for ongoing work when plan is completed.

- Ensure Town resources are in place to support goals and implementation (staff, volunteers).

Resources:

1) Sudbury Master Plan

Baseline report (Economic Development pg. 47): https://sudbury.ma.us/masterplan/wp-content/uploads/sites/392/2021/06/210428_SudburyMasterPlan_BaselineReport_FINAL_LowRes.pdf?version=ed02f66ac109dc7fca01f53b8fca1fd4

Master Plan (Economic Development pg. 29): https://sudbury.ma.us/masterplan/wp-content/uploads/sites/392/2021/06/210428_SudburyMasterPlan_ADOPTED_LowRes.pdf?version=204e008acca5790d662b0cf93219533b

Action Matrix (Economic Development pg. 3): <https://sudbury.ma.us/planning/wp-content/uploads/sites/328/2021/10/Action-Plan.pdf?version=bb570f61cd5a9e6ca4ffa9cbe705a6e9>

2) January 2020 • Volume 5 • Number 6 MMA Policy Committee on Municipal and Regional Administration Best Practice Recommendation: Economic Development Factors Within Municipal Control: https://www.mma.org/wp-content/uploads/2019/12/MMA_Best_Practices_vol5no6_2020.pdf

2) CONTROL YOUR DESTINY: TOP TIPS FOR ECONOMIC DEVELOPMENT MMA Annual Meeting 2020: https://www.mma.org/wp-content/uploads/2020/02/AM20_TipsForEconDevelopment_AndersonStrategic.pdf

Goal 6: Advance design and construction of Phase 3A-CSX/Rt 20 of the Bruce Freeman Rail Trail

Deliverables: (within two years of July 19, 2023)

1. Receive MassDOT approval of the project's Scope/Workhours
2. Secure a signed contract with design consultant for the entire design process; and
3. Identify design funding (provide proof of Town vote/Chapter 90 approval/etc., indicating full funding has been secured).

LINKS:

[Select Board Mission Statement and Values](#)

[Select Board Goal Setting meeting, September 14, 2023](#)

Town of Sudbury - Town Manager 360 Assessment (Annual Evaluation 2022)**Is this manager effective at solving problems and driving solutions?**

Comment/Example

Does this manager treat others respectfully?

Comment/Example

Do the actions of this manager provide opportunities for growth and development in others?

Comment/Example

How do you view this manager's growth and development over time?**Is the manager able to resolve conflict in an appropriate manner?**

Comment/Example

Do you receive constructive and helpful feedback from this manager?

Comment/Example

When making important decisions, does this manager consider the opinions of others?

Comment/Example

Do you feel that this manager sets clear direction for the town as a whole that aligns with the town's strategy?

Comment/Example

Do feel this manager set clear direction for your department?

Comment/Example

Does this manager always control emotions and behavior, even when faced with high-conflict or stressful situations?

Comment/Example

Does this manager demonstrate an understanding of your role and responsibilities?

Comment/Example

What would you like the manager to stop doing?**What would you like the manager to start doing?****What would you like the manager to continue doing?**

TOWN OF SUDBURY TOWN MANAGER EVALUATION FORM

Instructions

A space has been provided for each statement within the performance areas. Check the number which most accurately reflects the level of performance for the factor. If you did not have an opportunity to observe or make a determination on a particular factor, please indicate so in the N/A space. Select Board members are encouraged to provide comments and suggestions, especially concerning significant areas of strength or weakness.

Rating Scale (1-5)

(1) Below Expectations/Unsatisfactory:

The Town Manager's work performance is inadequate and inferior to the standards of performance required for the position.

(2) Meets Some Expectations/Improvement Needed:

The Town Manager's work performance does not consistently meet the standards of the position.

(3) Meets Expectations/Satisfactory/Proficient:

The Town Manager's work performance consistently meets the standards of the position.

(4) Exceeds Expectations/Highly Effective:

The Town Manager's work performance is frequently or consistently above the level of a satisfactory employee.

(5) Excellent/Highly Commendable:

The Town Manager's work performance is consistently excellent when compared to the standards of the job.

1. Vision and Community Leadership	1	2	3	4	5	N/A
a. Demonstrates an understanding of the importance of mission and vision. Takes a leadership role in developing and communicating a vision for the Town.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Works with the Select Board to develop goals to protect and improve the quality of life of the Town of Sudbury and its core values.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. Ensures that the Board’s goals are translated into strategies and action steps leading toward implementation on a timely basis.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d. Creates and facilitates an environment where Town government is open to input and participation, an exchange of ideas, creativity, and responsible experimentation.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comments:						

2. Communications/Public Relationships	1	2	3	4	5	N/A
a. Projects a positive image in the community.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Communicates the Town’s vision, goals, and accomplishments effectively. Expresses ideas in a logical, forthright manner in written and oral presentations. Communicates effectively with a variety of audiences (e.g., staff, community, media).	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. Develops a positive relationship with the press and uses various media, including social media, effectively.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d. Demonstrates an open and transparent approach to sharing information with the community. Is reasonably available to the public and responsive to citizen complaints and requests.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
e. Encourages community involvement in Town government and supports the efforts of volunteer citizens.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Attachment 10.f: 6. Town Manager Review Form 03.25.22 (6079 : Discussion on Town Mgr Evaluation Process)

f. Maintains contacts with other town administrative leaders throughout the state, through professional organizations and other means, and with state and federal government officials.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comments:						

3. Select Board Support/Relations	1	2	3	4	5	N/A
a. Offers professional advice, including appropriate recommendations and alternatives, based on thorough study and analysis.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Implements the Select Board’s policies and directives.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. Maintains a professional working relationship with the Select Board, promoting a climate of mutual respect and trust.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d. Keeps Board members informed of issues and activities in Town government and in the community.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
e. Works with the Chair to establish an agenda that addresses issues in a timely manner. Provides support materials and sufficient lead time to allow for informed decision-making and policy formation.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
f. Helps the Board use Town Counsel to effectively achieve Town goals.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comments:						

4. Personnel Management	1	2	3	4	5	N/A
a. Establishes procedures and practices for hiring, supervision, promotion, and termination that support the Town and are implemented in a consistent and fair manner.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Effectively leads collective bargaining. Informs and advises the Select Board as appropriate in matters of collective bargaining and grievance proceedings.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. Recognizes, develops, and utilizes the abilities of staff. Encourages participation and shared decision-making with appropriate staff. Develops	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

strong, open, and honest relationships with staff. Effectively delegates tasks and assignments.						
d. Develops a meaningful staff evaluation process and opportunities for professional development that contribute to professional growth.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
e. Ensures that staff members work effectively with relevant town boards and citizen volunteers, appropriately seeking their input, and are open to public input and participation.						
Comments:						

5. Financial Management	1	2	3	4	5	N/A
a. Employs a comprehensive and transparent process of business planning and budgeting. Employs sound fiscal management procedures, techniques, and methods. Develops and maintains a long-term financial plan.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Employs budget forecasting, accounting, and control systems to protect the Town's financial health. Effectively monitors and controls expenditures.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. Prepares the annual budget in a timely manner with input from department heads and the Finance Director, in accordance with adopted goals and town-wide needs.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d. Presents budget information to the Select Board, Finance Committee, the community, and Town Meeting in a manner which promotes full understanding.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
e. Pursues alternative funding sources to supplement programs and accomplish established goals. Creatively manages available resources to increase efficiency, productivity, and effectiveness.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comments:						

6. General Management and Planning	1	2	3	4	5	N/A
a. Provides leadership, motivation, and support within the organization. Creates and facilitates an environment for long-range and strategic planning.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Monitors and plans for maintenance, repairs, and improvement of Town facilities, including plans for long-range capital needs.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. Supervises and maintains in good order financial, personnel, and other records and documents.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d. Administers the Town in accordance with state and federal laws, rules, and regulations, with Town By-laws, and with Select Board policies and procedures.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comments:						

7. Progress on Town Manager Goals	1	2	3	4	5	N/A
a. Manages priorities effectively.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Explains to the Board how unanticipated issues and challenges affect achievement of goals.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. Creatively develops resources to support goal implementation.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d. Plans for strategic use of limited resources.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
e. Sets ambitious but realistic targets.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comments:						

8. Personal Qualities and Characteristics	1	2	3	4	5	N/A
a. Maintains high standards of ethics, honesty, integrity, and sound professional judgement.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Represents the Town in a professional manner at all times.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. Displays the ability to be flexible, to manage conflict, to handle crisis, and to adjust to varying situations.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d. Displays creativity and innovation.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
e. Maintains a high level of ongoing professional development.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comments:						

9. Overall Rating	1	2	3	4	5	N/A
Overall, the Town Manager performs at the following level.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comments:						

Attachment 10.f: 6. Town Manager Review Form 03.25.22 (6079 : Discussion on Town Mgr Evaluation Process)



SUDBURY SELECT BOARD
Tuesday, January 23, 2024

MISCELLANEOUS (UNTIMED)

11: DEI discussion

REQUESTOR SECTION

Date of request:

Requestor: Jen Roberts

Formal Title: Discussion on DEI Commission Status and Mission

Recommendations/Suggested Motion/Vote: Discussion on DEI Commission Status and Mission

Background Information:
attached mission statement and email from member Dianne Baxter

Financial impact expected:

Approximate agenda time requested:

Representative(s) expected to attend meeting:

Review:

Select Board Office	Pending
Town Manager's Office	Pending
Town Counsel	Pending
Select Board	Pending
Select Board	Pending

01/23/2024 7:00 PM

From: Dianne Baxter <sudburysinger@yahoo.com>
Sent: Monday, January 8, 2024 11:46 AM
To: Roberts, Jennifer
Subject: DEI thoughts

Hi Jen -- so sorry for the delay. Please reach out if you have thoughts/questions.

Thoughts re: DEI Commission

Most members of the DEI Commission are keenly interested in participating in an organization that has an impact and can effectively respond when issues arise. Here are some thoughts from current and past DEI Commission members:

- The Commission is in a difficult position when local/national/international events occur that have DEI implications. Typically, messages are sent to Commission members in a variety of ways (email, text, etc.) immediately following these events, looking for a Commission response. Because of the Mission and Open Meeting laws, it is very difficult to respond in a timely manner, causing frustration to the citizen that reached out and to Commission members. This occurs VERY frequently and is an ongoing cause of stress and frustration.
- Planning events (speakers, training, etc.) is not difficult when it is not attached to an event (see bullet 1). Trying to pull together an event that is timely and is a response to an event is very difficult.
- Commission churn is a persistent problem and has been since the inception of the Commission. Key information is lost whenever a transition occurs: Commission history information, status on work/projects, etc., but the most important and costly information is around Open Meeting laws, as well as operational information around how the Commission does business. This is a critical problem with broad implications.
- Commission membership. Many are drawn to this work for all the right reasons: they have deep empathy, are keenly interested in righting wrongs, have personal experiences around exclusion (Including victims of misogyny, racism, antisemitism, Islamophobia, LGBTQ+ bigotry, to name but a few). However, far too few have direct experience with DEI and how to help build/improve an environment that is welcome to all, manages aggressions appropriately, serves as ally's for one another and other DEI-related practices. The Commission could benefit from membership with residents that have DEI experience in some form or fashion.

Outreach to long-term DEI Commission members would add more context to the above, and they can also shed a light into past history and experiences. The issue around churn (bullet 3) will most likely continue and these problems will perpetuate unless a revamp occurs.

TOWN OF SUDBURY

SUDBURY DIVERSITY, EQUITY, AND INCLUSION COMMISSION

Original version approved by the Select Board: 11/17/20; Amended 04/06/21, 02/02/22

Latest version approved 09/27/22 (creation as ongoing Commission)

Mission:

The Select Board created the Sudbury Diversity, Equity, and Inclusion (DEI) Commission to support diversity and foster equity, inclusion, and belonging for every member of the Sudbury community, respecting all aspects of individuals' identities. The Commission will also critically consider intersections among these groups to facilitate learning, understanding, and unity.

The Commission shall consist of up to thirteen voting members and up to six non-voting Advisory members. The Commission shall make recommendations to the Sudbury Select Board on policies and programs to measure, promote, and increase diversity, equity, and inclusion of Sudbury's historically disenfranchised populations. The Commission will offer programming and promote awareness of various DEI subjects to help identify and eliminate conscious or unconscious bias and prejudice, reject discrimination, and build a more inclusive community where everyone feels a sense of belonging.

Goals:

The Commission will meet at least monthly and share a quarterly update with the Select Board which will then oversee the implementation of any recommended actions.

The Commission will focus on the following goals:

- a. Provide DEI training for members of the DEI Commission and other boards, committees, and commissions, as requested by such groups.
- b. Gather first-hand experiences related to DEI from individuals who live, work, visit, or attend school in Sudbury.
- c. Solicit feedback and provide input to the Town manager related to Town departments as well as to commissions, boards, and committees, as requested by such groups.
- d. Collaborate with groups focused on DEI-related matters.
- e. Facilitate DEI discussions and education forums for town residents.
- f. Identify ways to promote awareness, engagement, and community building around diverse experiences to create a more inclusive community.
- g. Partner with the Select Board and Town to identify DEI-related challenges and brainstorm solutions.

Membership:

The Sudbury, Diversity, Equity, and Inclusion Commission shall be appointed by the Select Board according to the following list and will be reflective of the diversity of the Sudbury community. All appointments are staggered over three (3) years. Members may be reappointed when their terms are complete.

The membership will be established through an open application process for all residents of the town and students or parents of students who attend school in Sudbury. The Select Board's Office will notify all residents and students of membership openings, including faith communities, local civic organizations,

Town boards, commissions, and committees, local media (print, digital, and social media) and any other outlet that can help reach the broadest range of residents and students.

At the first meeting following May 31st each year, the voting members of the Commission shall elect leadership (a Chair and Vice-Chair or Co-Chairs and a Clerk) from among its voting members. The Chair or Co-Chairs will schedule/run meetings and be the designated communications link(s) with the Select Board and Town Manager. Voting members may serve as communication liaisons to other Town committees, commissions, and boards.

Membership (voting members) will include:

- Sudbury residents, including students or parents of students attending Sudbury schools. Students or parents of students attending Sudbury schools may be residents of other municipalities (up to 13 members)
- Persons of color and individuals with diverse life experiences and non-traditional backgrounds are encouraged to apply.

Areas of expertise/experience for voting members may include but not be limited to:

- Business representatives
- Education
- Parent or caregiver
- Student
- Human Resources
- Immigration law
- Medical and Healthcare
- DEI practitioner
- Real estate/Affordable Housing
- Social Work

Advisory (non-voting members):

- Sudbury Police Chief or delegate from Sudbury Police Department.....(1)
- Town of Sudbury Town Manager or delegate.....(1)
- Sudbury Public School and/or Lincoln Sudbury Regional High School employee.....(1)
- One member nominated by the Sudbury Clergy Association.....(1)
- Commission on Disability Member.....(1)
- Select Board liaison.....(1)

The Commission consists of a group of voting members and a smaller group of Advisory members. Voting members must be available and willing to attend most scheduled meetings. They may draw upon the expertise of Advisory members, who will be requested to attend meetings and /or discuss topics for which their expertise is needed. Voting members may elect a Clerk who will ensure that full minutes and a list of members in attendance are kept of each meeting and promptly submitted to the Commission for approval, filing with the Town Clerk, posting to the Town’s website, and disseminating to the Advisory membership.

Attachment 11.b: DEI Commission Mission Statement Amended and Approved 09.28.22 (6108 : DEI discussion)

Meetings will be open to the public, recorded, and will include community wide surveys and discussion groups.

Compliance with State and Local Laws and Town Policies:

The members of the Sudbury Diversity, Equity, and Inclusion Commission are responsible for conducting their activities in a manner which follows all relevant state and local laws and regulations, including but not limited to the Open Meeting Law, Public Records Law, and Conflict of Interest Law, as well as all Town policies which affect Commission membership. In particular, all appointments are subject to the following:

The Code of Conduct for Select Board Appointed Committees

The Town's Email Communication for Committee Members Policy

Anyone appointed to serve on a Town committee by the Select Board agrees that they will use the email communication in strict compliance with the Town of Sudbury's email policy and further understands that any use of email communication outside of this policy can be considered grounds for removal from the Commission by the Select Board.

Use of the Town Website

The Commission will keep minutes of all meetings and post minutes and other Commission materials on the Town's website. The Commission will post notice of meetings on the Town's website as well as at the Town Clerk's Office.



SUDBURY SELECT BOARD

Tuesday, January 23, 2024

MISCELLANEOUS (UNTIMED)

12: Winter 2024 Select Board Newsletter Topic Discussion

REQUESTOR SECTION

Date of request:

Requested by: Leila S. Frank

Formal Title: Discuss topics to be assigned for Winter 2024 - Select Board newsletter.

Recommendations/Suggested Motion/Vote:

Background Information:

List of previous topics attached

Financial impact expected:N/A

Approximate agenda time requested: 10 minutes

Representative(s) expected to attend meeting:

Review:

Select Board Office Pending

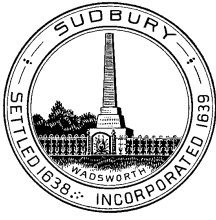
Town Manager's Office Pending

Town Counsel Pending

Select Board Pending

Select Board Pending

01/23/2024 7:00 PM



Town of Sudbury

Office of Select Board

Flynn Building
278 Old Sudbury Rd
Sudbury, MA 01776-1843
978-639-3381
Fax: 978-443-0756

sbadmin@sudbury.ma.us

Date: January 10, 2024
To: Select Board
From: Leila Frank
Re: **Winter 2024 Select Board Newsletter Topics**

To help facilitate discussion of topics for the upcoming Select Board Newsletter, below is a list of topics from previous editions.

FALL 2023

Sudbury Police Dept
New Planning Director Adam Burney
PD Body Cameras

SUMMER 2023

Fairbank Community Center
Housing Production Plan
PFAS in the Water
Future Costs for Town Services
Climate Change & Sustainability

SPRING 2023

Sudbury's New Health Director Vivian Zeng
Citizen Police Academy
Commission on Disability - 30 Year Anniversary
New Sustainability Coordinator Dani Marini-King

WINTER 2023

Introducing Town Manager Andy Sheehan
Americans with Disabilities Act
Legislative Priorities 2023-2024
Annual Town Meeting
Transportation Committee

WINTER 2024 NEWSLETTER DEADLINES

SB Meeting to Discuss Topic Assignments- Tuesday, January 23
Submission Deadline- Monday, February 5
SB Meeting Approval- Tuesday, February 27



SUDBURY SELECT BOARD

Tuesday, January 23, 2024

MISCELLANEOUS (UNTIMED)

13: Discussion and vote on Town Report submission

REQUESTOR SECTION

Date of request:

Requested by: Patty Golden

Formal Title: Discussion and vote on submission to 2023 Annual Town Report.

Recommendations/Suggested Motion/Vote: Discussion and vote on submission to 2023 Annual Town Report.

Background Information:
attached draft

Financial impact expected:

Approximate agenda time requested:

Representative(s) expected to attend meeting:

Review:

Select Board Office Pending

Town Manager's Office Pending

Town Counsel Pending

Select Board Pending

Select Board Pending

01/23/2024 7:00 PM

The past year saw many changes and continued progress. In February, the Town welcomed a new Town Manager. Andrew (Andy) Sheehan started on February 13, 2023. He came to Sudbury with almost thirty years in local government in Massachusetts, including 12 years as a Town Administrator. He served 7 years in Middleton after holding the same position for five years in Townsend.

The makeup of the Select Board remained unchanged. Charlie Russo was reelected to the Board, defeating Radha Gargeya. After the Annual Town Meeting the Board elected Janie Dretler as chair and Lisa Kouchakdjian as vice chair.

Two Town Meetings were held in 2023. The Annual Town Meeting was held on May 1. The Annual Town Meeting saw the first use of electronic voting using handheld clickers. Purchase of the clickers was approved at the 2022 Annual Town Meeting, which also adopted a bylaw amendment allowing for the use of electronic voting. The new system was readily accepted by Town Meeting attendees who seemed to appreciate the speed at which votes were tallied and results announced. Town Meeting adjourned after two nights. Fifty-five articles were on the warrant.

On October 23, a Special Town Meeting was held. All fourteen articles were acted upon in one night. The Board thanks the many people involved in making a successful Town Meeting.

Two important building projects continued toward completion in 2023. The Fairbank Community Center houses the Council on Aging, Park & Recreation Department, and central office of Sudbury Public Schools. The doors opened just before the close of 2023. Demolition of the old Fairbank Community Center will occur in 2024 along with construction of additional parking and landscaping. December also saw the opening of the expanded Fire Station 2 on Boston Post Road. This project added living, housing, and office space to Station 2. The Board thanks the users of these buildings as well as the Permanent Building Committee and Facilities Department for their oversight of design and construction management.

Two other projects of note continued in 2023. The Bruce Freeman Rail Trail continued its southward progress. Construction is proceeding from the Concord town line to the Diamond, the intersection with the former MBTA rail line off Union Avenue, just north of Route 20. The trail is expected to open in the second half of 2024. The next phase, from the Diamond to the Framingham line, is in preliminary design and has been approved for State and Federal funding.

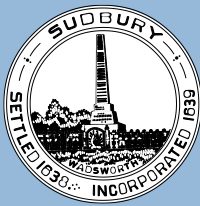
The other notable project was Eversource's construction of underground transmission lines in the former MBTA railroad right of way. The project runs from the Eversource substation near the Wayland town line to the Hudson substation. The MBTA right of way is the path of the Mass. Central Rail Trail (MCRT), running from Boston to Northampton. Eversource will complete its work later in 2024, leaving a finished gravel base. After that, the Massachusetts Department of Conservation & Recreation will assume control of the right of way. It will construct a segment of the Mass. Central Rail Trail on the base that Eversource left. When completed, Sudbury will be at the heart of the State's expansive recreational trails network. The Board looks forward to the recreational benefits and economic development opportunities these trails will bring to Town.

The Select Board convened a Policies & Procedures Subcommittee to review and update the Board's policies. That Committee is made up of Lisa Kouchakdjian and Jen Roberts, with Town Manager Andy Sheehan as a non-voting contributor.

The Annual Town Forum was held on October 12, 2023 in the lower level of Town Hall. The topic was Residents Shaping Sudbury's Future. About 40 people attended in person with more joining the hybrid meeting via Zoom.

The Board thanks the many board and committee members and volunteers that contribute their time and knowledge. Thank you also to SudburyTV for documenting so many public meetings and events and providing robust access. Thank you to all the committed and talented Town staff for delivery exceptional service to resident on a daily basis. Finally, thank you to the residents, businesses, and non-profits who

contribute so much to making Sudbury such a wonderful community. We look forward to the many accomplishments we will embrace in the year ahead.



SUDBURY SELECT BOARD
Tuesday, January 23, 2024

MISCELLANEOUS (UNTIMED)

14: Discuss OML complaint submitted 1/17/24

REQUESTOR SECTION

Date of request:

Requestor: Chair Dretler

Formal Title: Acknowledge and discuss Open Meeting Law complaint against Select Board member Charles Russo dated January 17, 2024, filed by resident Leonard Simon; and review and discuss responses to complaint.

Recommendations/Suggested Motion/Vote: Acknowledge and discuss Open Meeting Law complaint against Select Board member Charles Russo dated January 17, 2024, filed by resident Leonard Simon; and review and discuss responses to complaint.

Background Information:
attached OML complaint

Financial impact expected:

Approximate agenda time requested:

Representative(s) expected to attend meeting:

Review:

Select Board Office	Pending
Town Manager's Office	Pending
Town Counsel	Pending
Select Board	Pending
Select Board	Pending

01/23/2024 7:00 PM



OPEN MEETING LAW COMPLAINT FORM

Office of the Attorney General
One Ashburton Place
Boston, MA 02108

Please note that all fields are required unless otherwise noted.

Your Contact Information:

First Name: Leonard Last Name: Simon

Address: 40 Meadowbrook Circle

City: Sudbury State: MA Zip Code: 01776

Phone Number: 978-443-4206 Ext. _____

Email: lensimon@comcast.net

Organization or Media Affiliation (if any): _____

Are you filing the complaint in your capacity as an individual, representative of an organization, or media?

(For statistical purposes only)

Individual Organization Media

Public Body that is the subject of this complaint:

City/Town County Regional/District State

Name of Public Body (including city/town, county or region, if applicable): Sudbury Select Board

Specific person(s), if any, you allege committed the violation: Charlie Russo

Date of alleged violation: January 9, 2024

Attachment 14.a: OPEN MEETING LAW COMPLAINT AGAINST CHARLIE RUSSO2 (6119 : Discuss OML complaint submitted 1/17/24)

Description of alleged violation:

Describe the alleged violation that this complaint is about. If you believe the alleged violation was intentional, please say so and include the reasons supporting your belief.

Note: This text field has a maximum of 3000 characters.

Please see attached document:
OPEN MEETING LAW VIOLATION COMPLAINT AGAINST SUDBURY SELECT BOARD MEMBER CHARLIE RUSSO. and 10 page attachment to the complaint.

What action do you want the public body to take in response to your complaint?

Note: This text field has a maximum of 500 characters.

I ask that the facts and circumstances described in this complaint, and the complaint itself, be placed on an agenda and discussed at an upcoming Select Board meeting. I ask that Mr. Russo 1) acknowledge his error; 2) state that he agrees to review and refresh himself with the provisions of the Open Meeting Law; 3) that his error had a prejudicial effect on the residents of Sudbury; and 4) that he agrees not to engage in conduct which could be a violation of the Open Meeting Law.

Review, sign, and submit your complaint

I. Disclosure of Your Complaint.

Public Record. Under most circumstances, your complaint, and any documents submitted with your complaint, is considered a public record and will be available to any member of the public upon request.

Publication to Website. As part of the Open Data Initiative, the AGO will publish to its website certain information regarding your complaint, including your name and the name of the public body. The AGO will not publish your contact information.

II. Consulting With a Private Attorney.

The AGO cannot give you legal advice and is not able to be your private attorney, but represents the public interest. If you have any questions concerning your individual legal rights or responsibilities you should contact a private attorney.

III. Submit Your Complaint to the Public Body.

The complaint must be filed first with the public body. If you have any questions, please contact the Division of Open Government by calling (617) 963-2540 or by email to openmeeting@state.ma.us.

By signing below, I acknowledge that I have read and understood the provisions above and certify that the information I have provided is true and correct to the best of my knowledge.

Signed: Edward Russo

Date: January 17, 2024

For Use By Public Body
Date Received by Public Body:

For Use By AGO
Date Received by AGO:

OPEN MEETING LAW VIOLATION COMPLAINT AGAINST SUDBURY SELECT BOARD MEMBER CHARLIE RUSSO

The issue of gun shops has been on the Select Board agenda multiple times in 2023, and in January 2024. There has been a request by Mr. Russo to have it on the agenda again in January.

Since at least April 14, 2023, there have been numerous electronic communications between Select Board members Charlie Russo and Jennifer Roberts on the issue of gun shops in Sudbury. See attached text messages.

During the January 9, 2024, Select Board meeting Select Board Chair Janie Dretler spoke about a phone call she received from Mr Russo about the gun shops bylaw which was an ongoing issue before the Select Board and had been on its agenda since 2023, at least.

<https://cloud.castus.tv/vod/sudbury/video/65a022f7d751620008b459dd?page=HOME>

See January 9, 2024, Select Board meeting at time stamp 2:00:05, Ms. Dretler stated:

“Charlie, you made a phone call to me, insulted me, and talked to me, and tried to instruct me as to how I should feel about this.”

January 9, 2024, is the earliest date that I, as the complainant, could reasonably have known of the violation.

There are five members of the Sudbury Select Board. Three members constitute a quorum.

By having electronic communications with Ms. Roberts about the gun shop issue and talking about the gun shop issue on the phone with Chair Dretler, Mr. Russo intentionally violated the Open Meeting Law. It was intentional because Mr. Russo was not required to engage in the communications described above, and he did so in an attempt to persuade another member of the Select Board to see things his way. There were communications with a quorum of Select Board members outside of a public meeting on a subject that was before the Select Board which was a deliberation

It does not matter that Mr. Russo's communications with Ms. Roberts and Chair Dretler occurred serially rather than at one time. He intentionally acted in contravention of the Open Meeting Law.

It does not matter whether or not Ms. Dretler responded to Mr. Russo's insults or comments.

I call upon the Select Board to include this Open Meeting Law violation complaint against Mr. Russo as an item to be taken up at an upcoming Select Board Meeting.

REFERENCES

Referenes below are from the Open Meeting Law Guide and Educational Materials, Office of Attorney General Maura Healey, Commonwealth of Massachusetts. January 2018:

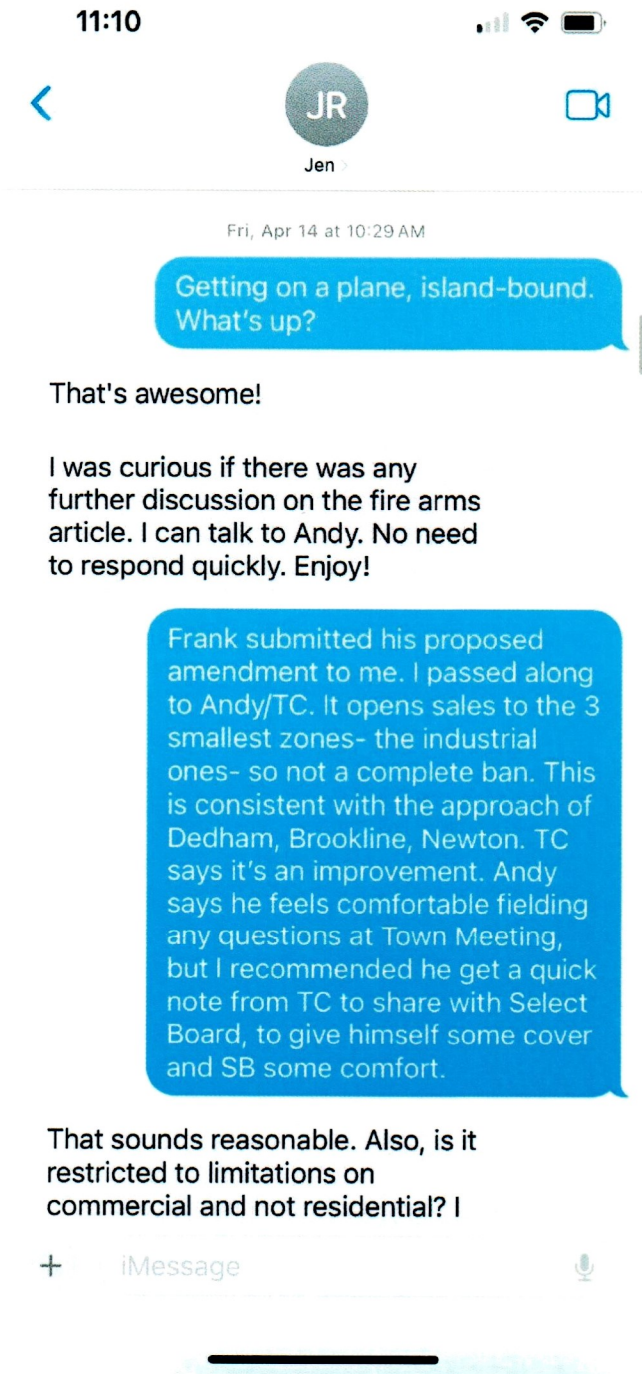
The Open Meeting Law defines deliberation as "an oral or written communication through any medium, including electronic mail, between or among a quorum of a public body on any public business within its jurisdiction."

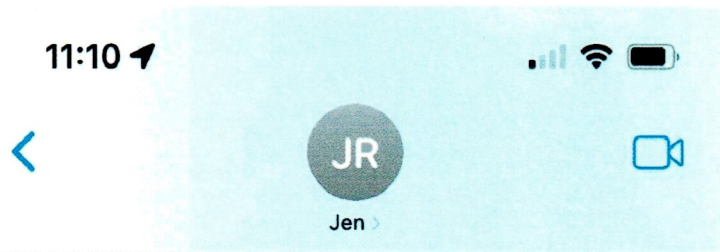
Courts have held that the Open Meeting Law applies when members of a public body communicate in a serial manner in order to evade the application of the law.

Note that the expression of an opinion on matters within the body's jurisdiction to a quorum of a public body is a deliberation, even if no other public body member responds. For example, if a member of a public body sends an email to a quorum of a public body expressing her opinion on a matter that could come before that body, this communication violates the law even if none of the recipients responds.

Leonard Simon

Jen Roberts text exchanges (Charlie in Blue):





That sounds reasonable. Also, is it restricted to limitations on commercial and not residential? I assume SB will need to take a position on it before TM. Thanks for updating!

In the zoning table of 10 zones, it's the right-most three zones. All flavors of industrial where it's allowed, if I remember correctly. Expecting we'll vote at one of the meetings just prior to TM. Maybe or maybe not on 4-24.

LID, IP, and RD districts. Firearm sales allowed subject to ZBA approval.

Thank you!

1:55

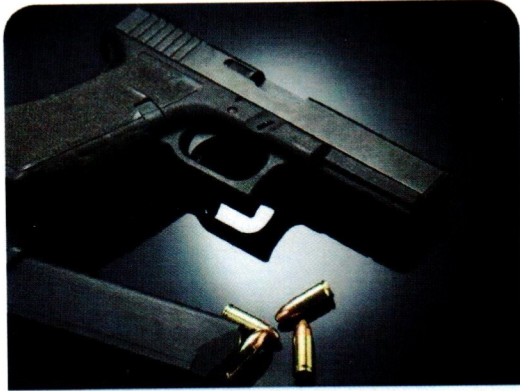


Jen >



Fri, Apr 28 at 8:52 AM

Assume you saw this?



MA Town Considering Gun Ban Through Zoning Change

patch.com

Interesting. Hadn't seen this.

Word is out there

Yep. It's a citizen's petition. We just gotta manage through best we can.

Yes

1:56



Jen >

Sun, Apr 30 at 4:37 PM

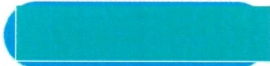
Frank Riepe just let me know he plans to move forward with his original full ban of firearms zoning.



Out of our hands I guess. Will he be at our meeting Monday or Tuesday?

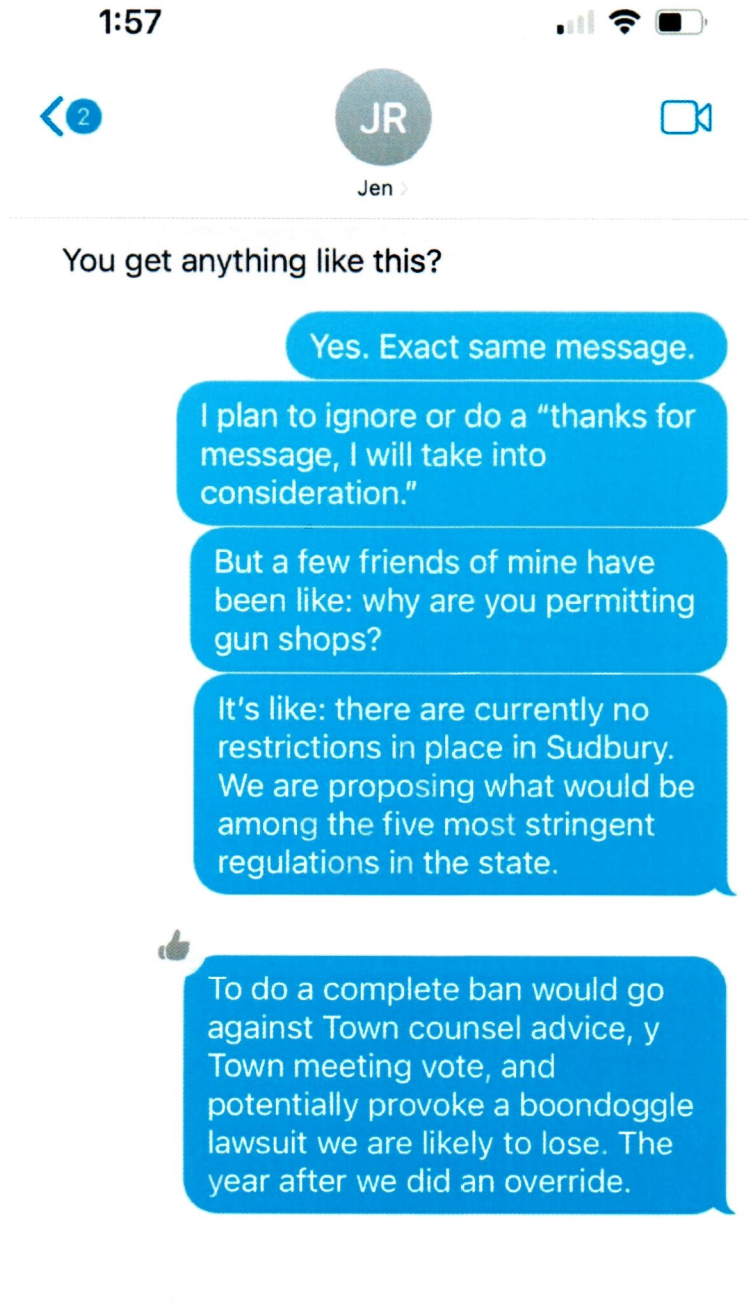
Mon, May 1 at 9:36 AM

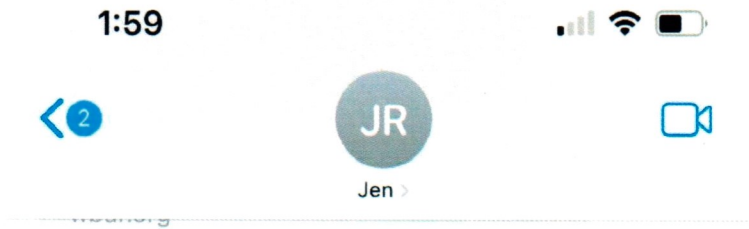
Please send Frank's number when you get a chance



Frank Riepe

Thank you





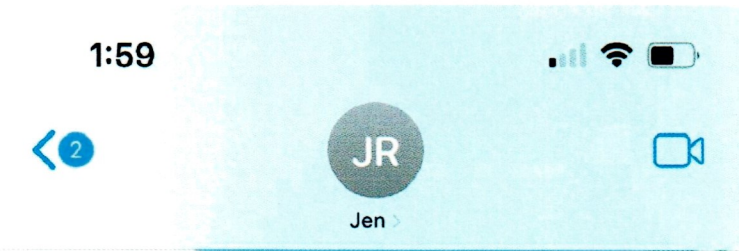
Worth a listen

Good stuff. The Gifford letter especially interesting, as well as the comment from the BoD member from MA coalition to prevent gun violence in the globe article.

I think, given this is a Town Manager sponsored bylaw, and Town Meeting vote, we just proceed as this is a settled issue. Let there be noise; the noise will fade away. Focus on doing the right thing.

Pretty good explainer:

<https://harvardlawreview.org/forum/vol-127/does-the-second-amendment-protect-firearms-commerce/>
#:~:text=The%20right%20to%20commerce%20in,Supreme%20Court%20described%20in%20Heller

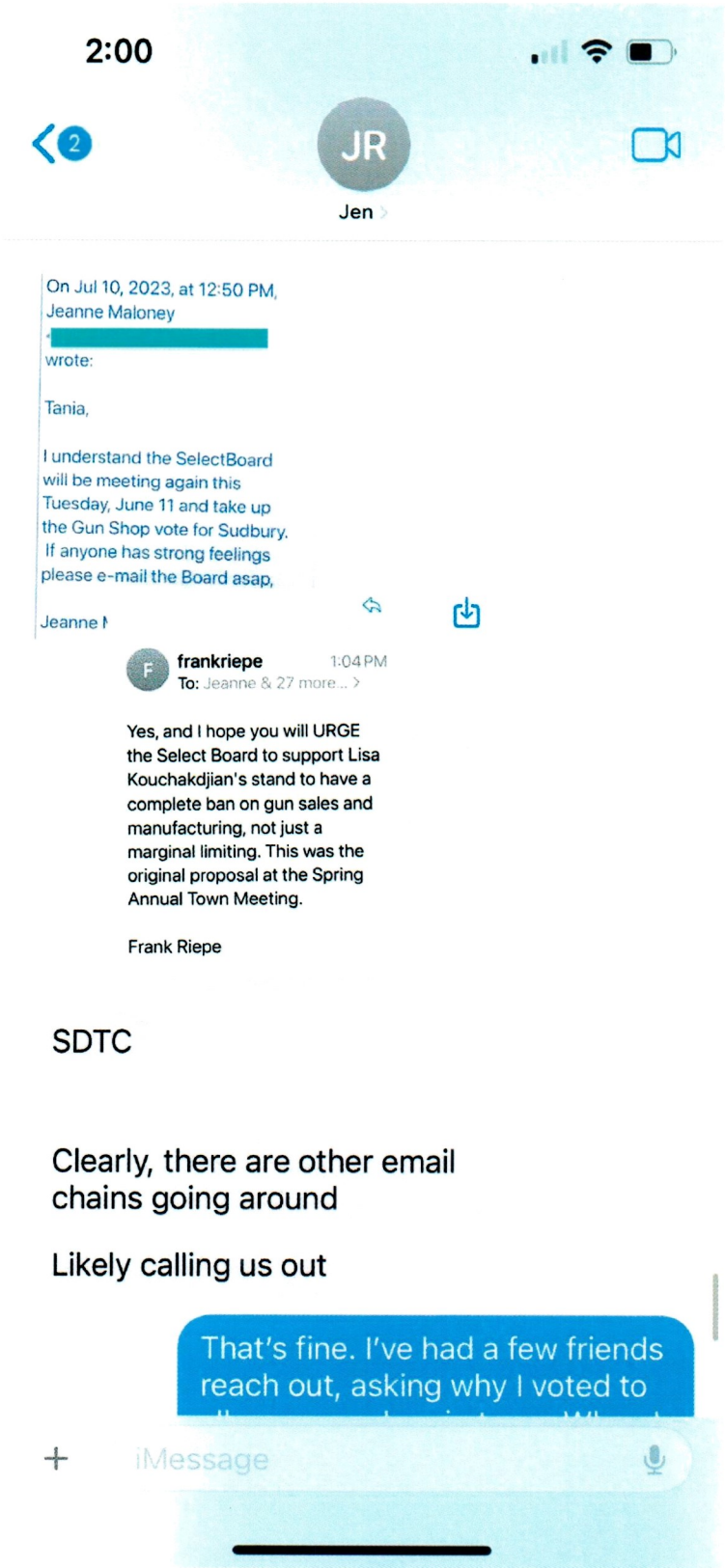


I hear you. I'm tempted to refer Len and Jack to do more research on the Newton debate, and share the Gifford letter with the. Otherwise, I appear to be ignoring without explanation. Debating.

Perhaps it's noise or perhaps it will completely derail it. I'm not quite sure.

All fair thoughts. For me, we explained this at last Town Meeting - that the proposal wasn't fully baked and per Town Counsel would likely be a loser in courts. I think Sudbury's had its fill of litigation and TM rightly defeated Frank's proposal by a wide margin. People want potholes filled, safe intersections, we'll fund schools, not partisan fighting, not tilting at windmills.

Happy to explain again and more fully at future TM.



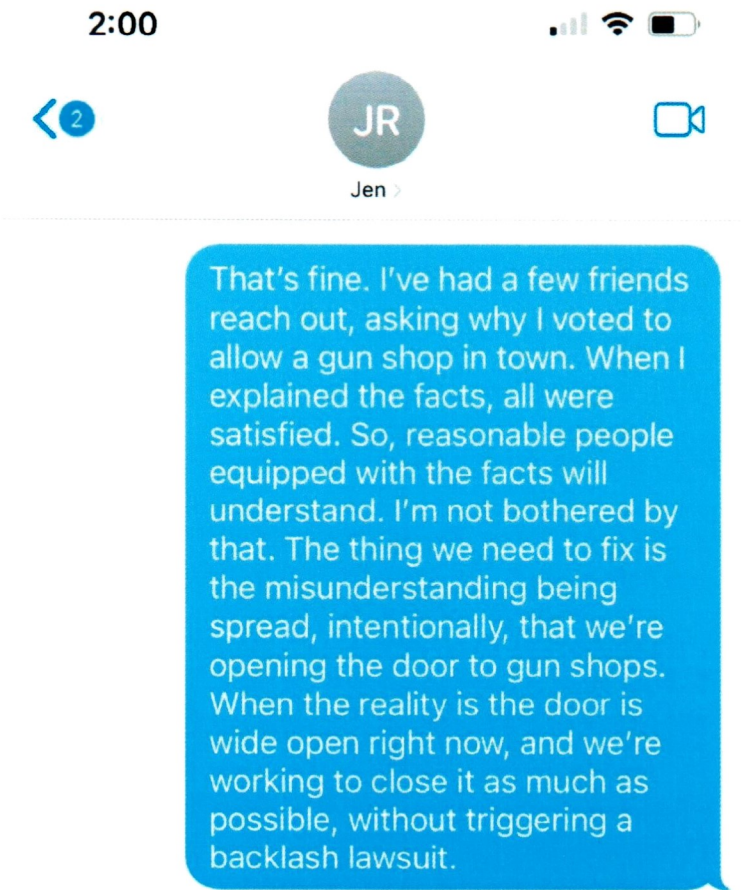
SDTC

Clearly, there are other email chains going around

Likely calling us out

That's fine. I've had a few friends reach out, asking why I voted to

+ iMessage



Well said.

In fact, I think it was the Newton mayor that said, let Newton be a cautionary tale for towns to have regulations in place.





SUDBURY SELECT BOARD
Tuesday, January 23, 2024

MISCELLANEOUS (UNTIMED)

15: Minutes review

REQUESTOR SECTION

Date of request:

Requested by: Patty Golden

Formal Title: Vote to review and possibly approve open session minutes of 12/19/23.

Recommendations/Suggested Motion/Vote: Vote to review and possibly approve open session minutes of 12/19/23.

Background Information:
attached draft

Financial impact expected:

Approximate agenda time requested:

Representative(s) expected to attend meeting:

Review:

Select Board Office	Pending
Town Manager's Office	Pending
Town Counsel	Pending
Select Board	Pending
Select Board	Pending

01/23/2024 7:00 PM

SUDBURY SELECT BOARD

TUESDAY DECEMBER 19, 2023

7:00 PM - ZOOM

(Meeting can be viewed at www.sudburytv.org)

Present: Chair Janie Dretler, Vice-Chair Lisa Kouchakdjian, Select Board Member Daniel Carty, Select Board Member Jennifer Roberts, Select Board Member Charles Russo, Town Manager Andrew Sheehan

The statutory requirements as to notice having been compiled with, the meeting was convened at 7:00 PM, via Zoom telecommunication mode.

Chair Dretler announced the recording of the meeting and other procedural aspects included in the meeting.

Call to Order

Select Board Roll Call: Kouchakdjian-present, Russo-present, Carty-present, -present, Dretler-present

Opening remarks by Chair

- Thanked the Chabad Center of Sudbury for sponsoring the menorah lighting on the first night of Hanukkah in front of Town Hall
- Announced Congresswoman Katherine Clark toured Sudbury construction projects yesterday, including the Fairbank Community Center and the Fire Station
- Cautioned everyone to be careful when driving after yesterday's storm
- Police Youth Academy is accepting participants for next sessions in the summer
- Warrant Articles are to be submitted by January 31, 2024 at 4:30 PM
- 2024 Town Election schedule is now on the Town website
- Town Budget season begins after the holidays – Capital night with Select Board, the Finance Committee and CIAC is scheduled for February 12, 2024
- Wished everyone happy holidays and New Year

Town Managers Report

- Thanked all who participated in yesterday's tour with Congresswomen Clark and her team; a special thanks to those who participated in the Fairbank Community Center tour.
- Division of Local Services certified the Town residential tax rate of \$14.61 and the CIP tax rate of \$21.16
- Sudbury will be receiving \$412,543.00 from funding via the State's Fair Share Amendment as part of Ch. 90 FY24 distribution.
- Extended happy holiday wishes to all

Select Board Reports

Vice-Chair Lisa Kouchakdjian

- Yesterday's tour with Congresswoman Clark was fabulous and the community came together for the event at the Fairbank Community Center.

- Wished all very happy holidays

Board Member Dan Carty

- Great to see the public coming together yesterday for the tour of the Fairbank Community Center
- Some residents still without power due to the recent storm
- Annual Warriors 4 Warriors took place last weekend in support of the Scott Milley Foundation
- Wished all happy holidays

Board Member Charlie Russo

- Applauded Goodnow Library for celebrating “Swiftness,” Taylor Swift’s birthday last month
- He’s been busy responding to the Freedom of Information Request submitted by resident Jack Ryan for “all records between Select Board Member Charlie Russo and all individuals and organizations concerning the so-called firearms bylaw;” Board Member added some of the documents are included in tonight’s meeting packet and he’d be happy to share all the information with all interested in efforts to help promote gun safety
- Extended happy holidays to all

Public comments

Resident Manish Sharma, 77 Colonial Road, wished everyone a great holiday season. He detailed that the new tax rate was spot on, and asked about additional funding.

Board Member Jennifer Roberts joined the meeting at approximately 7:15 PM. She announced her attendance at the meeting; Roberts-present.

Resident Ralph Tyler, One Deacon Lane, expressed his concern regarding possible zoning/firearm bylaw within the Sudbury Research District. He suggested the Town should vote on such zoning, or consider no zoning for sale of ammunition.

Resident Len Simon, 40 Meadowbrook Circle, spoke of gun violence throughout the country. He stressed gun sales influence safety issues, and the research presented by Board Member Russo should be presented to all residents. Mr. Simon referenced the memo he submitted to the Select Board and agreed with comments made by Mr. Tyler.

Resident Jack Ryan, 155 Ford Road, agreed with comments made by Mr. Tyler and Mr. Simon. He mentioned his service to the Town and stressed the importance of transparency and that the gun zoning topic/related information should be shared with the residents via public meetings/forums. He stressed the zoning aspect should not be rushed.

Chair Dretler recommended that those with further comments should send those comments to the Select Board.

Consent Calendar

#1. Vote to enter into the Town record and congratulate the following members of BSA Scout Troop 63 for having achieved the high honor of Eagle Scout: Walker Glin, Rik Orup, and Harry Levy.

#2. Vote to approve award of contract by the Town Manager upon receipt of a favorable and acceptable bid for cleaning services at the Fairbank Community Center (ITEM TABLED TO A FUTURE MEETING).

#3. Vote to accept the resignation of Dianne Baxter, 2 East Street, from the Diversity, Equity and Inclusion Commission (DEIC), and send a letter of thanks for her service to the Town.

#4. Vote to accept the resignation of Elizabeth A. Struck, 655 Boston Post Rd., Apt. 1104, from the Transportation Committee and send a letter of thanks for her service to the Town.

#5. Vote to appoint COD member Cheryl Wallace to the Transportation Committee for a term expiring 5/31/2024. This is to replace Elizabeth Struck who resigned.

#6. Vote to appoint Adam Burney, Director of Planning and Community Development, to the Transportation Committee for a term expiring 5/31/24.

Vice-Chair Kouchakdjian motioned to approve consent Calendar Items 1, 3, 4, 5, 6; as listed on the Select Board agenda. Board Member Russo seconded the motion.

It was on motion 5-0; Kouchakdjian-aye, Russo-aye, Roberts-aye, Carty-aye, Dretler-aye

VOTED: To approve Consent Calendar Items 1, 3, 4, 5, 6; as listed on the Select Board agenda

Vote to open a joint meeting with Park & Recreation Commission regarding interim commission member. Interview applicant William Atkeson and vote whether to appoint him for a term ending March 24, 2024 (Annual Town Election).

Present: Park & Recreation Commission Chair Ben Carmel, Robert Beagan, Mara Huston, Laurie Eliason and Park & Recreation candidate William Atkeson

Vice-Chair Kouchakdjian motioned to open a joint meeting with Park & Recreation Commission regarding interim commission member. Interview applicant William Atkeson and vote whether to appoint him for a term ending March 24, 2024 (Annual Town Election). Board Member Roberts seconded the motion.

It was on motion 5-0; Kouchakdjian-aye, Russo-aye, Roberts-aye, Carty-aye, Dretler-aye

VOTED: To open a joint meeting with Park & Recreation Commission regarding interim commission member. Interview applicant William Atkeson and vote whether to appoint him for a term ending March 24, 2024 (Annual Town Election)

Chair Ben Carmel called the Park & Recreation Commission joint meeting to order; Beagan-present, Eliason-present, Huston-present, Carmel-present

William Atkeson

Mr. Atkeson presented his related background and his interest in promoting recreation for residents of all ages.

Select Board Members asked related questions and thanked Mr. Atkeson for his willingness to join the Commission.

Vice-Chair Kouchakdjian motioned to appoint William Atkeson as an interim commission member on the Park & Recreation Commission for a term ending at the end of Annual Town Meeting May, 2024. Board Member Roberts seconded the motion.

It was on motion 9-0; Carmel-aye, Beagan-aye, Huston-aye, Eliason-aye, Kouchakdjian-aye, Carty-aye, Roberts-aye, Russo-aye, Dretler-aye

VOTED: To appoint William Atkeson as an interim commission member on the Park & Recreation Commission for a term ending at the end of Annual Town Meeting May, 2024

Vote to close joint meeting with the Park & Recreation Commission and resume Select Board meeting

Vice-Chair Kouchakdjian motioned to close the joint meeting with the Park & Recreation Commission and resume Select Board meeting. Board Member Roberts seconded the motion.

It was on motion 5-0; Kouchakdjian-aye, Russo-aye, Roberts-aye, Carty-aye, Dretler-aye

VOTED: To close the joint meeting with the Park & Recreation Commission and resume Select Board meeting

Chair of the Park & Recreation Commission Ben Carmel motioned to close the joint meeting with the Select Board. Mr. Beagan seconded the motion.

It was on motion 4-0; Huston-aye, Eliason-aye, Beagan-aye, Carmel-aye

VOTED: To close the joint meeting with the Select Board

Vote to approve adding vacancy to 2024 Annual Town Election ballot due to resignation from Park & Recreation Commission

Vice-Chair Kouchakdjian motioned to approve adding vacancy to 2024 Annual Town Election ballot due to resignation from Park & Recreation Commission. Board Member Carty seconded the motion.

It was on motion 5-0; Roberts-aye, Kouchakdjian-aye, Carty-aye, Russo-aye, Dretler-aye

VOTED: To approve adding vacancy to 2024 Annual Town Election ballot due to resignation from Park & Recreation Commission

Update on status and next steps on the proposed firearms business use zoning bylaw

Present: Planning and Community Development Director Adam Burney, Town Counsel Lee Smith

Town Manager Sheehan spoke for bringing this topic to the 2024 Annual Town Meeting, and a possibly conducting public sessions regarding zoning bylaws associated with potential firearms businesses before a

Warrant Article would be drafted. He added that if such preparation would not be ready, it would be possible to present the topic at a future Town Meeting.

Mr. Burney referenced his “Firearms Business Use Potential Location Analysis” memorandum dated November 20, 2023. Two parcels within the industrial zone could qualify for a firearms retail establishment via Special Permit. Board Member Dretler mentioned the possible zoning for residential housing adjacent to the parcels identified.

Vice-Chair Kouchakdjian suggested no further public comment be taken at tonight’s meeting in consideration of scheduling a public forum type meeting to address this topic. Board Members agreed with scheduling a related public meeting.

Robust discussion continued, highlighting aspects including By Right Zoning, Special Permit Zoning, Qualifying Zoning Districts, spot zoning aspects, parcel setback considerations, and Town mapping research.

Board Members referenced a memo from Town Counsel Lee Smith titled “Update: Draft Sudbury Firearms Zoning Bylaw and New York State Rifle and Pistol Assn. v. Bruen 142 S.Ct. 2111 (2022),” dated December 18, 2023. Vice-Chair Kouchakdjian asked for clarity regarding the case cited. Town Manager Sheehan acknowledged that Attorney Smith was not responsible for the timeliness of the memo. Attorney Smith confirmed that related cases are presented in the courts on a daily basis.

Board Member Russo stated 64% of Town voters at Town Meeting did not favor a firearms ban. He referenced the Attorney General’s position on the firearms bylaw approval in Acton.

Board Member Carty asked Attorney Smith about a total firearms ban. Attorney Smith responded that such a ban would likely invite expensive litigation.

Chair Dretler opined about next steps including additional work on the bylaw and prospective tweaks to the bylaw, the zoning aspects, and formation of a subcommittee to work on zoning. Board Member Russo indicated such a subcommittee would be redundant. Members recommended that Mr. Burney come back to the Board with added information regarding zoning maps and setbacks.

Chair Dretler confirmed this topic would be discussed at the next Select Board meeting.

Board Member Roberts stressed the importance of public education regarding the matter, and opined about an expert in this area present before any public meeting took place. Board Member Russo agreed that more information and time was needed; it would be premature to conduct such a public meeting now.

At 10:12 PM, Board Members concurred that continuing the meeting was needed.

Vote, as the Licensing Authority for the Town of Sudbury, to renew the Alcoholic Beverages, Common Victualler and Entertainment licenses until December 31, 2024, and the Motor Vehicle Classes 1, 2, and 3 licenses until January 1, 2025, as shown on the 2024 License applications attached lists.

Town Manager Sheehan noted that approval of the licenses was subject to receipt and getting everything approved by December 31, 2023.

Vice-Chair Kouchakdjian motioned, “as the Licensing Authority for the Town of Sudbury, to renew the Alcoholic Beverages, Common Victualler, and Entertainment licenses until December 31, 2024; and the Motor Vehicle - Classes 1, 2, and 3 licenses until January 1, 2025, as shown on the "2024 License Renewal Applications," attached and incorporated herein; and to forward the appropriate renewal forms to the Alcoholic Beverages Control Commission where applicable; said licenses to be held subject to payment of the required license fees, compliance with the Select Board's Alcohol Training Policy, correction of any/all outstanding health, safety or zoning violations, receipt of verification of Workers' Compensation Insurance for the licensing period, and the payment of all outstanding personal property taxes, real estate taxes and state taxes; said licenses shall also be subject to all previous restrictions.” Board Member Carty seconded the motion.

It was on motion 5-0; Roberts-aye, Kouchakdjian-aye, Carty-aye, Russo-aye, Dretler-aye

VOTED: “as the Licensing Authority for the Town of Sudbury, to renew the Alcoholic Beverages, Common Victualler, and Entertainment licenses until December 31, 2024; and the Motor Vehicle - Classes 1, 2, and 3 licenses until January 1, 2025, as shown on the "2024 License Renewal Applications," attached and incorporated herein; and to forward the appropriate renewal forms to the Alcoholic Beverages Control Commission where applicable; said licenses to be held subject to payment of the required license fees, compliance with the Select Board's Alcohol Training Policy, correction of any/all outstanding health, safety or zoning violations, receipt of verification of Workers' Compensation Insurance for the licensing period, and the payment of all outstanding personal property taxes, real estate taxes and state taxes; said licenses shall also be subject to all previous restrictions.”

Discussion on Transportation Committee

Board Member Carty had attended “The Future of Transportation in 495/MetroWest” conference last week, sponsored by the 495/MetroWest Partnership. He provided highlights about MetroWest transportation aspects noting that Monica Tibbetts, Secretary of MA DOT was the keynote speaker, who stressed that housing can’t be successful without transportation.

Board Member Carty provided summary of Sudbury Transportation funding to date, detailing a grant in the amount of \$74,865.00, and Town matching funding of \$17,000. Board Member Carty provided information about other possible grant opportunities and confirmed the Transportation Committee is currently working on these grant applications.

Board Members agreed to continue the discussion with updates at an upcoming Select Board meeting.

Vote to review and possibly approve open session minutes of 11/20/23

Vice-Chair Kouchakdjian motioned to approve the open session minutes of 11/20/23 as edited. Board Member Russo seconded the motion.

It was on motion 5-0; Roberts-aye, Kouchakdjian-aye, Carty-aye, Russo-aye, Dretler-aye

VOTED: To approve the open session minutes of 11/20/23, as edited

Adjourn

Vice-Chair Kouchakdjian motioned to adjourn the Select Board Meeting. Board Member Roberts seconded the motion.

It was on motion 5-0; Kouchakdjian-aye, Roberts-aye, Russo-aye, Carty-aye, Dretler-aye

VOTED: To adjourn the Select Board Meeting

There being no further business, the meeting ended at 11:03 PM.

DRAFT