



# TOWN COUNCIL MEETING

Monday, March 13, 2023 at 6:00 PM

Town Hall - Chapin Hall - 41 South Main Street Randolph, MA  
02368

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## AGENDA

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This is a hybrid meeting. The public is invited to attend this meeting in-person or remotely, by telephone or computer access. This meeting is being posted pursuant to the state statute authorizing temporary remote participation as described here:

<https://www.randolph-ma.gov/DocumentCenter/View/1493/remotemeetings22>

Join Zoom Meeting: <https://us02web.zoom.us/j/86495385600>

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Please note that this Town Council Meeting will be video and audio recorded and will be broadcast, including over local cable and the internet. Any person, upon entering a council meeting or hearing for any purpose, including the purpose of participating, viewing, listening or testifying, grants permission to the Town Council to record and televise or otherwise publish their presence and testimony.

### **A. Call to Order - Roll Call - Pledge of Allegiance**

### **B. Moment of Silent Prayer**

### **C. Approval of Minutes**

1. Minutes of Town Council Meeting of January 23, 2023
2. Minutes of Town Council Meeting of February 6, 2023

### **D. Announcements from the President**

### **E. Public Hearings**

1. 6:15 PM: Council Order 2022-056: Request for the Town Council to Initiate An Amendment to Randolph Zoning Ordinance - Chapter 200 of the General Code of the Town of Randolph - Concerning Front Yard Setbacks As They Related To Adjacent Historic Structures Pursuant to M.G.L. ch. 40A, sec. 5

### **F. Public Comments/Discussions**

### **G. Motions, Orders, and Resolutions**

## **H. Town Manager's Report**

## **I. Old/Unfinished Business**

1. Council Order 2023-011: Authorization and Approval for Memorandum of Agreement ("MOA") for New Successor Collective Bargaining Agreement Between the Town of Randolph, MA and The SEIU Local 888 Randolph Town Hall and Library Workers ("Union")

## **J. New Business**

1. Discussion and Approval of Contract Amendment for the Town Finance Director/Town Accountant
2. Council Order 2023-012: Project Prioritization List for Complete Streets Program

## **K. Correspondence**

1. Comcast Rate Increase (HBO AND HBO Max)
2. Randolph's 2nd Annual Spelling Bee
3. Letter from Attorney Kevin Reilly Concerning the 16 Fencourt Ave Special Permit Application

## **L. Committee Reports**

## **M. Open Council Comments**

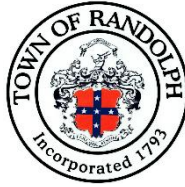
## **N. Executive Session**

The Town Council may also vote to go into executive session pursuant to M.G.L. ch. 30A, section 21(a)(2) for the purpose of preparing for contract negotiations or for conducting contract negotiations with the Town Finance Director/Town Accountant. Under the Open Meeting Law, a public body may go into executive sessions to conduct strategy sessions in preparation for negotiations with nonunion personnel or to conduct collective bargaining sessions or contract negotiations with nonunion personnel.

## **O. Adjournment**

Notification of Upcoming Meeting Dates

March 27  
April 3 and 24  
May 8 and 22  
June 5 and 26  
July 10 and 24  
August 7 and 21  
September 11  
October 16 and 30  
November 6 and 20  
December 11



## Randolph Town Council

### DRAFT Meeting Minutes

**Meeting Date: Monday, January 23, 2023 at 6:00 p.m., Remote Meeting via Zoom**

**Call to Order:** Council President W. Alexopoulos called the meeting to order.

**Roll Call – Council Members Present:** Christos Alexopoulos, William Alexopoulos, Richard Brewer, Natacha Clerger, Ryan Egan, Jesse Gordon, Katrina Huff-Larmond, Kevin O’Connell.

**Pledge of Allegiance:** Pledge of Allegiance led by Council Vice President Brewer.

**Moment of Silent Prayer:** Moment of Silent Prayer held in remembrance of retired Randolph Firefighter/EMT Thomas Cotter who passed away on January 14, 2023. Firefighter Cotter became a Member of the Randolph Fire Department on June 27, 1965. Tom served the community for over 24 years.

#### Approval of Minutes:

1. Minutes of Town Council Meeting November 21, 2022
2. Minutes of Town Council Meeting December 5, 2022
3. Minutes of Town Council Meeting December 8, 2022
4. Minutes of Town Council Meeting January 9, 2023

Motion to approve the Minutes of Town Council Meetings on November 21, 2022, December 5, 2022, December 8, 2022 and January 9, 2023 made by Councillor Clerger, seconded by Councillor Huff-Larmond.

Roll Call Vote: 8-0-0 (Absent: Burgess)

Motion passes.

#### Public Hearings:

1. 6:15 PM: Special Permit Application and Site Plan and Design Review for a Proposed Development located at 16 Fencourt Avenue

Council President Alexopoulos: Since the Public Hearing on this matter was opened on November 7, 2022, we received three letters from the applicant requesting a continuance of the Public Hearing. The first letter received on November 3, 2022 requested a continuance of the Public Hearing until December 5, 2022 or to such later meeting as the Council may elect. The Public Hearing was continued to December 5, 2022. The second letter received on December 5, 2022 requested a continuance of the public hearing to the latest agenda in January, 2023 or to such later meeting as the Council may elect. The Public Hearing was continued to January 23, 2023. The third letter received on January 18, 2023 requested a continuance of the public hearing until the latest agenda in March or to such other meeting as the Council may elect.

Council Clerk read the correspondence from the applicant containing these requests.

Councillor Huff-Larmond requested an update on what information was requested from the Department of Public Works and Fire Department so there is some understanding regarding what is going on. Council President Alexopoulos stated we can send them a letter asking how they're making out and get a status update.

Council President Alexopoulos continued the Public Hearing on this matter to April 3, 2023 at 6:15 PM.

2. 6:15 PM: Council Order 2022-057: Amendment of Section 9-4 of the General Ordinances of the Town of Randolph Concerning the Community Preservation Committee

Council President Alexopoulos opened the public hearing on this matter. The Town Council Clerk read the legal notice that was published in the Patriot Ledger on January 18, 2023.

Councillor Gordon gave a brief description regarding the purpose of this Council Order and explained how it would function.

Council President Alexopoulos opened the public comments portion of the public hearing.

Mr. Joe Burke, of Hills Street: Can you explain what section 9-4 is? Town Manager Howard provided a brief explanation of each subsection of Section 9-4 of the General Ordinance of the Town of Randolph Concerning the Community Preservation Committee. Discussion was held regarding how the administrative process would work to enforce the new ordinance amendment.

Council President Alexopoulos closed the public comments portion of the public hearing.

Councillor Huff-Larmond: Who's responsibility is it to make these changes? I think it's important that we inform our residents about grants. How do we make sure we are educating the public in the most effective way on how grants function? Is each department taking care of their own grants because we don't have a central location for this responsibility? Town Manager Howard: It varies across the board and depends on the nature of the grant. Some are competitive and some you automatically receive the grant if you fill out the necessary paperwork. In a perfect world, yes having someone who can work with the various departments would be helpful. Applying for the grant is one thing, and then managing the grant is another.

Councillor O'Connell: Is it possible to have someone from CPC here to review what we're throwing on them to see if it's okay? Councillor Gordon: Councillor Egan is the Appointee to the CPC and maybe can answer your questions. Councillor Egan: So you're asking for the differences between what's being done currently and what's not? Town Manager Howard: Based on the conversations had with Town staff, there is no issue with this Zoning Ordinance Amendment. This should not be a significant new administrative burden. A lot of the information being requested is also available currently on the website.

Motion made by Councillor Huff-Larmond to approve Council Order 2022-057 as presented, seconded by Councillor Gordon.

Roll Call Vote: 8-0-0 (Absent: Burgess)

Motion Passes.

## Public Comments:



Joe Burke, Hills Streets: Thank you for having RCTV present at the St. Bernadette's celebration. On behalf of St. Bernadette's, we want to thank Town Manager Howard and Council President Alexopoulos for attending and all they do for the Town.

Araba Adjei-Koranteng: I wanted to know if we can get a flashing crosswalk sign on Highland Glen Drive and Highland Avenue. There aren't a lot of lights in that area and I didn't know if there was something that could be done to make it safer. Council President Alexopoulos: We can forward that to the Fire and Police Department for their review and recommendations.

### **Town Manager's Report:**

1. Summer Camp programs and summer camp employment opportunities are now open. The Town and Community Programs will send out an email regarding registration information.
2. I would like to bring forward the recommendation of Araba Adjei-Koranteng to serve as a member on the Board of Recreation. I would also like to bring forward the recommendation of Lou Sahlu to serve on the Planning Board. This person is a resident of North Street who is an adjunct professor and has served at Northeastern and has been active in the Ethiopian community.

Motion made by Councillor Egan to approve both appointments, seconded by Councillor C. Alexopoulos.

Roll Call Vote: 8-0-0 (Absent: Burgess)

Motion Passes.

3. The recent MLK event at the Elk's Lodge done by the Councillor Huff-Larmond and the committee was great. The speaker, the music, and the readings were wonderful. I tremendously enjoyed the event. Great job.

### **New Business:**

1. Council Order 2023-003: Transfer from Reserve Fund

Council President Alexopoulos read Council Order 2023-003. Town Manager Howard gave a brief explanation on Reserve Fund transfer for the purchase and installation of a new water heater at the Zapustas Rink.

Council President Alexopoulos requested a Motion on this Council Order.

Motion to approve the Council Order 2023-003 as presented made by Councillor C. Alexopoulos, seconded by Councillor Gordon.

Roll Call Vote: 8-0-0 (Absent: Burgess)

Motion Passes.

2. Council Order 2023-004: Adoption By the Randolph Town Council to Amend the Traffic Rules and Regulations of the Town of Randolph

Council President Alexopoulos read Council Order 2023-004.

Town Manager Howard gave a visual presentation on where the signs would be displayed on North Main Street.

Councillor Gordon: I'm wondering what the process is to get additional signs throughout the town. Should I tell the residents that they should request an evaluation from Police Chief Marag? Town Manager: There are times where a resident will reach out directly to the Police Department and then the Police Department will let us know and suggest bringing it before the Town Council. Or residents have come here during community speaks and we'll then forward it off to the Police Department. I would suggest if you have some that you haven't heard back on, let me know and I'll look into it. It depends on the size and scope of what is being requested but if costs are reasonable then it's something we can try to do.

Councillor Huff-Larmond: We should also think about the street survey that we did and broke into phases. Some of that work has not been implemented yet.

Council President Alexopoulos requested a motion on this Council Order.

Motion to approve Council Order 2023-004 as presented by Councillor C. Alexopoulos, seconded by Councillor Clerger.

Roll Call Vote: 8-0-0 (Absent: Burgess)

Motion Passes.

### Correspondence:

1. Shaw's Community Opportunity - Join Shaw's for a Celebration at the Randolph Shaw's location on Saturday February 4, 2023 from 11 AM to 2 PM. The theme for the Celebration is "Black History: Honoring the Past and Inspiring the Future."
2. AARP Tax-Aid: Free Tax Preparation at Randolph Town Hall starting February 2, 2023 by appointment only. You can schedule an appointment by going online or by calling 781-214-0110.
3. From Planning Director, Michelle Tyler regarding Phase I Audit of Zoning Ordinances. The Planning Department has engaged the services of a consulting firm to conduct a Phase I Audit of the Town's Zoning Ordinances. The goal of the audit is to identify internal inconsistencies, issues regarding conformity with statutory and case law, omissions and areas where updates or amendments are required. The Consulting team will establish a series of dates/times to conduct interviews as referenced above. For more information, please reach out to Planning Director, Michelle Tyler.

### Subcommittee Appointments:

Council President Alexopoulos announced the Subcommittee and Council Appointments for 2023. They are as follows:

#### 2023 Council Subcommittee Appointments:

1. **Economic Development/Small Business/Real Estate**  
James Burgess, Jesse Gordon, Katrina Huff-Larmond, Kevin O'Connell
2. **Human Services/Seniors/Recreation**  
Christos Alexopoulos, Natacha Clerger, Jesse Gordon, Katrina Huff-Larmond
3. **Ordinance**  
Richard Brewer, Natacha Clerger, Ryan Egan
4. **Public Safety**  
Christos Alexopoulos, Richard Brewer, Kevin O'Connell
5. **Finance**  
Entire Town Council

#### 2023 Council Appointments

1. **Turner Free Library Trustees**  
Richard Brewer, Natacha Clerger
2. **Veterans/Military Services Committee**  
James Burgess
3. **Community Preservation Committee**  
Ryan Egan
4. **Joint Board**  
Christopher Pelliteri, DPW Superintendent
5. **Tri-Board**  
William Alexopoulos
6. **Master Plan Implementation Committee**  
Jesse Gordon

Councillor Clerger requested to be on the Veterans/Military Services Subcommittee. Council President Alexopoulos stated she may serve on this Committee along with Councillor Burgess. Councillor Clerger declined.

### Open Council Comments:

1. Councillor C. Alexopoulos: Drive safely in the snow everyone!
2. Councillor Clerger: I respect the hard work of the Department of Public Works however, during the snow season there has been an ongoing issue when snow plows move snow in front of people's driveways. Councillor Brewer: I recommend leaving the last two feet of snow at the end of the driveway so it helps to create a barrier for more snow entering your driveway and waiting until the Town completes their job to finish shoveling.
3. Councillor Brewer: Happy 6th birthday to my grandson Luke today and wishing you many happy more!
4. Councillor Huff-Larmond: 1. Can I please get information on the Council Conference? I would like to attend. 2. The MLK event went well and was so moving. People had a good time and everything about it was worth it. I thought it was awesome that Detective Tuitt was the DJ- that's what community policing means to me is when the police take a part in community events. 3. There will be a sex exploitation and human trafficking event on January 31, 2023, 6:30 PM at the Brockton Library. Many people don't think about human trafficking but it's in everyone's backyard and I think it's worth attending. 4. On February 4, 2023 my sorority, Delta Sigma Theta Sorority Inc. is doing an indoor community walk at the RICC to promote a healthy self. Come out and join us! 5. Shout out to Milly, the President of the Gardening Club. I've been speaking with Milly about how I can use the lack of gardening skills that I have and I'm really excited that I've been motivated to participate more. 6. The Woman's Club is having an event in March for Women's International Day. Stay tuned for more information. 7. The Corner of North Street and North Main has two arrows that are fading. If there is something that can be done to fix that, it would be great.
5. Councillor Gordon: There is a meeting with the Coalition for Social Justice on transportation issues in Randolph, the meeting link is on my website at [JesseGordon.com](http://JesseGordon.com). The first issue being talked about is regarding the Shuttle Van for Randolph which is likely to become a vote before the Town Council and a ballot question in November. The second issue is regarding the BAT #12 bus which makes a stop at Town Hall. The issue is that the MBTA and BAT have a territorial jurisdiction fight and you therefore cannot use the BAT North of that line at Town Hall. I'd love to hear people's thoughts and stories on this. 2. I previously brought up the issue of white supremacist tagging on the Horse Bridge in Blue Hills. They hold banners on the bridge and then they tag their logos and other messages to the bridge. The police very quickly painted over it when it was brought to their attention. There is a new law being introduced at the State House called "HD1196" proposed by petitioner Clinton Graham from Milton, which aims to strengthen the definition of hate speech by including a clause that states "providing and causing hate speech is hate speech." I'm writing to Representative Driscoll to encourage him to sponsor it and I encourage the people of Randolph to do the same.

6. Councillor O'Connell: Former Councillor McDermott was praying for snow and his wish c

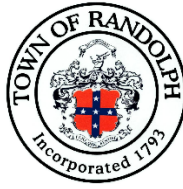
Section C, Item1.

**Adjournment:**

Motion to adjourn made by Councillor Clerger, seconded by Councillor C. Alexopoulos.

Roll Call Vote: 7-0-0 (Absent: Burgess & Egan)

Meeting adjourned at 7:28 PM.



## Randolph Town Council

### DRAFT Meeting Minutes

**Meeting Date: Monday, February 6, 2023 at 6:00 p.m., Remote Meeting via Zoom**

**Call to Order:** Council Vice President Brewer called the meeting to order.

**Roll Call – Council Members Present:** Christos Alexopoulos, Richard Brewer, James Burgess, Natacha Clerger, Jesse Gordon, Katrina Huff-Larmond, Kevin O’Connell.

**Pledge of Allegiance:** Pledge of Allegiance led by Councillor O’Connell.

**Moment of Silent Prayer:** Moment of Silent Prayer held in remembrance of Valaree Crawford who volunteered on many Town of Randolph official committees, and also worked diligently with Randolph public school committee members.

### Approval of Minutes:

1. Minutes of Town Council Meeting January 23, 2023

Councillor Burgess: The portion of the meeting minutes under the Public Hearing for 16 Fencourt Ave is worded weirdly and I just want to make sure that we are protected so the applicant doesn’t receive the permit by constructive default. I’m concerned that we don’t have something from the applicant agreeing to the continued hearing date because legally it has to be continued to a date and time certain. Town Attorney Christine Griffin: We can certainly follow up with Attorney Kevin Reilly and confirm, in writing, his agreement to the continued Public Hearing date for April 3, 2023 at 6:15 PM.

The meeting minutes of Town Council Meeting January 23, 2023 will be revised and resubmitted to the Council.

### Public Hearings:

1. 6:15 PM: Council Orders 2022-054 and 2022-054A: Amendment of Section 12-1(C)(1) of the General Ordinances of the Town of Randolph Concerning Redemption of Tax Title Real Estate

Council Vice President Brewer introduced Council Order 2022-054, which has attached a proposed amended version of the Council Order, which is Council Order 2022-054A. The Council Clerk read the legal notice that was published in the Patriot Ledger on February 1, 2023.

Town Manager Howard gave a brief introduction regarding the purpose of this Council Order. We’ve had a few residents reach out and ask us to take a look at the original ordinance that was written in 2006 so we’ve asked the Treasurer Collector and Finance Director to do some research. I think we’re looking

to create some additional flexibility for them to do what's necessary with an appropriate ba who may have fallen behind on tax payments and are looking at the issue of a tax title.

Town Finance Director: What leads to this Ordinance are the real estate taxes. Once they become past the due date and have additional fees put on, the Town's practice has been that after a year if they remain unpaid we remove them from the category of being an unpaid bill to what's called "Tax Title Status." With that, we record the lien at the Registry of Deeds so that any time a payment is made, the Town is protected and we can collect the taxes. For the people that are in Tax Title, most commonly they are more than one year behind and accumulating quite a bit of debt owed to the Town in past due taxes.

Treasurer/Collector Ellie Perez-Baczkowski: We are trying to help people who are already in a financial hardship not continue to fall behind and that's why we'd like to change the language of the ordinance as it is currently placed.

Council Vice President Brewer opened the public comments portion of the public hearing.

Joe Burke, Hills Street: What part are we deleting? Town Account Janine Smith: We're removing the ten year requirement so that any tax title, even if it's older than ten years, can approach the Treasurer/Collector and discuss entering a payment agreement. We are also adjusting the language so that residents will pay 60 equal (monthly) installments instead of yearly payments because we find it may be easier to make smaller payments than to save on an annual basis and make one large payment. We felt that might help the taxpayer stay successful because part of this agreement is that the taxpayer will sign a legal document saying that they agree to the terms of the payment plan. If they do not, then the Town can proceed, through the tax-title process, and actually foreclose on the property and become the owner. Mr. Burke: Why can't we just eliminate the interest? Treasurer/Collector Ellie Perez-Baczkowski: We spoke about eliminating the interest but we have to follow the state statute and we unfortunately cannot do that. Town Manager Howard: We want to make sure that we work with residents because we want to keep people in their homes, but we have to make sure that the cash flow continues for the people that do make on time payments. So not only is this the law, but I also think it's the right balance. Mr. Burke: Don't we have a contingent fund that people could apply for? Are these people entitled to that? Town Manager: They can certainly apply for the Randolph Resiliency Fund. They have to meet the economic guidelines of it.

Council Vice President Brewer: Do we know how many people may be eligible for this?

Treasurer/Collector Ellie Perez-Baczkowski: There are currently 237 properties that are in Tax Title.

Council Vice President Brewer closed the public comments portion of the public hearing.

Councillor Burgess: Do you believe that this language will give you the tools you need to help our residents? Treasurer/Collector Ellie Perez-Baczkowski: I do. It is more flexible having a monthly payment, rather than three large payments on a yearly basis. It's easier. Councillor Burgess: I remember seeing somewhere that it's a 12% interest rate if you don't pay your bill. Treasurer/Collector Ellie Perez-Baczkowski: The 12% is just for late payments. When it's at Tax-Title, the interest rate is at 16%. Councillor Burgess: Why do we have to set the interest rate at 16%? Why does it have to be so high? Town Finance Director/Accountant Janine Smith: Those percentages are set by the state and should be the same across all cities and towns in Massachusetts. Councillor Burgess: Maybe we should ask our legislature to change that. If we want to help our homeowners and they're trying to get back on their feet then we should try to change it so that you can facilitate the deal you feel is appropriate with the homeowner but a 16% interest rate seems excessive.

Councillor Huff-Larmond: Is that change possible? Have we been able to utilize the Resiliency Fund and do people know about the Resiliency Fund to assist them in hardship? Town Manager Howard: We've

had over 600 applicants and they're already out of funds for this year's Resiliency Fund. We certainly look into adding additional funds as we have done previously. There will be a quarterly report with the specific uses of the funds.

Councillor Gordon: I'd like to talk about the language. I'm taking your word for it that this is helping out the people of Randolph because I can't read what is written here since the legalistic language is very heavy. Can you please elaborate on some of the terms and the language in this Council Order? How is this helping people? Town Finance Director/Accountant: To define the term of redemption, that means that when the tax title account that is due to the Town is paid off, then there is a legal document that releases the lien at the registry of deeds. It lets everyone know that the debt has been paid off. The terms of the ordinance being updated we feel allows for more flexibility whereas it used to be 25% down, only tax-title accounts within ten years, and an annual payment for three installments. We're broadening the language, within Massachusetts General Laws since that is what is restricting us. We feel we're providing more flexibility to residents interested in opening up an agreement. The 25% down, we don't have any wiggle room on so we can change that. Councillor Gordon: The part that is not clear to me is "The Town has not filed a petition to foreclose the rights of redemption." Town Finance Director/Accountant: That means that after a certain amount of time, if an unpaid bill is then classified as tax title, by law, the town of Randolph could choose to then petition the Housing and Land Court to foreclose on the property for non-payment of taxes. The Town then becomes the legal owner of the property and can auction it off for sale.

Motion to approve Council Order 2022-054A by Councillor Burgess, seconded by Councillor C. Alexopoulos. Discussion was held. Councillor Burgess requested that the Town Finance Director/Accountant and Town Attorney draft a Home Rule Petition that would allow us to reduce the interest rate.

Roll Call Vote: 7-0-0 (Absent: W. Alexopoulos & Egan)  
Motion Passes.

2. 6:15 PM: Council Order 2023-005: Approval of Cable License Agreement with Verizon New England, Inc.

Council Vice President Brewer opened the public hearing on this matter. The Town Council Clerk read the legal notice that was published in the Patriot Ledger on January 20, 2023 and January 27, 2023.

It has been requested that the Town Council continue this public hearing while the contract is finalized. Council Vice President Brewer requested a motion to continue this public hearing.

Motion to continue the Public Hearing on this matter to February 27, 2023 at 6:15 PM made by Councillor Burgess, seconded by Councillor O'Connell.  
Roll Call Vote: 7-0-0 (Absent: W. Alexopoulos & Egan)  
Motion Passes.

3. 6:15 PM: Council Order 2023-006: Grant of Location to Massachusetts Electric Company to Install One New Solely-Owned Utility Pole Within the Town of Randolph

Council Vice President Brewer opened the public hearing on this matter. The Town Council Clerk read the legal notice that was published in the Patriot Ledger on January 28, 2023.

Tim Lyford presented on behalf of National Grid. National Grid is petitioning to install one new jointly owned pole on Canton Street, directly across the street from existing Pole 36. This is to replace an existing support wire which is currently in an existing rotting tree on a resident's property.

Council Vice President Brewer opened the public comments portion of the public hearing. no public comments. Council Vice President Brewer closed the public comments portion of the public hearing.

Councillor Burgess: Are there any guy wires attached to this pole? Mr. Lyford: There will be a sidewalk fixture on the backside on the pole. The pole is proposed to be installed closer to the curb of the streets. There are two existing pole locations pretty close to where this pole is going to go that were installed the same way. Councillor Burgess: Will snow removal be an issue? Mr. Lyford: It should be fine. They've been able to get around similar poles on the same street. Council Vice President Brewer: Yes, we've had no issues on Canton Street. Councillor Burgess: We have multiple pole issues located around the Town and we have a wire issue on Fairmount Street that is hanging and has been picked up by different trash trucks. It's been like that for three years. When are we going to start seeing some movement regarding some of the ongoing issues in Town? Mr. Lyford: I can have a conversation with your community liaison for National Grid and with the Town's Engineer and we can reach out tomorrow and look into it immediately. Councillor Burgess: After you look into it, when can we expect movement on that? Mr. Lyford: I can only answer the first part of the question. We can look at each location and go from there as to exactly how long each location will actually take to get fixed. Council Vice President Brewer: Councillor Burgess, if you have a list, maybe you can send it to the Town Engineer and then he can send it to National Grid. Councillor Burgess: I have a list. I would be more than happy to send him the list that I have.

Councillor O'Connell: Is the tree acting as support for the wire directly. Mr. Lyford: Yes, it used to be common practice to install guy wires into trees located nearby. It is no longer common practice to do that. Councillor O'Connell: Is National Grid going to remove the rotted tree? Mr. Lyford: I would have to speak to our arborist and look into that.

Councillor Burgess: I think a lot of times homeowners, when they have a guy wire attached to their tree, they don't think there's anything they can do about it because National Grid has had a wire attached to it. There should be a mechanism for rotting trees to be removed. Maybe you can talk to our liaison and see if they can come up with a plan.

Motion to approve Council Order 2023-006 made by Councillor Clerger, seconded by Councillor C. Alexopoulos. Councillor Burgess moved to amend the Motion and add a condition that any underground pipes being installed are made of Galvalume steel instead of PVC. The Amendment to the motion was accepted by the maker of the Motion. The amended motion was made by Councillor Clerger, seconded by Councillor C. Alexopoulos.

Roll Call Vote: 7-0-0 (Absent: W. Alexopoulos & Egan)

Motion Passes.

Council President Alexopoulos entered the meeting at approximately 6:50 PM.

4. 6:15 PM: Council Order 2022-056: Request for the Town Council to Initiate An Amendment to Randolph Zoning Ordinance - Chapter 200 of the General Code of the Town of Randolph - Concerning Front Yard Setbacks As They Relate to Adjacent Historic Structures Pursuant to M.G.L. ch. 40A, sec. 5

Council President Alexopoulos opened the public hearing on this matter. The Town Council Clerk read the legal notice that was published in the Patriot Ledger on January 18, 2023 and January 25, 2023.

Council President Alexopoulos read correspondence from the Planning Board recommending the amendment to the Zoning Ordinance. This Council Order has been referred to the Planning Board and the Ordinance Subcommittee for their review and recommendation.



Council President Alexopoulos opened the public comments portion of the hearing. There were no public comments. The public comments portion of the hearing will remain open.

Councillor Burgess: Can you please tell me exactly what this does? Town Attorney Griffin: My understanding is that if you have a building that is not a historic structure but you are next door to a historic structure then you are getting relief from whatever the default front yard setback is in your district and you would be able to reduce your front yard setback to either equal to the historic structure that is next to you or to ten feet. Councillor Burgess: So, if I have a lot and I abut a lot with a historic structure, is that historic structure as how we define it in the historic district bylaw? If I have a house that was built in the 1600's that is a historic structure by my definition and the lot next to is residential- would that qualify under this bylaw? Town Attorney Griffin: That's a very good question. I also asked some questions about some of the definitions and I think that the Planning Board will be discussing this. I think the intention of this is that a historic structure is considered a historic structure if it is recognized by the Historic Commission. Councillor Burgess: What is listed in the Historic Bylaw is different from the Historic District so I just want to make sure we're on the same page.

Councillor Huff-Larmond: How do we get a message to the Planning Board about what we would like to see? Or what would be helpful for us so next time this comes in front of us there would be some clarity? Town Attorney Griffin: If there are any specific comments or questions, you can email them to the Planning Director before tomorrow's meeting or if there's anything you would like to direct Natalie or I to communicate to the Planning Director on the Council's behalf, we are happy to do that as well.

Councillor Burgess: What is the section of the bylaw for historic buildings?

The Public Hearing on this matter will be continued to March 13, 2023 at 6:15 PM.

### **Public Comments:**

1. Joe Herosy, 14 Jackson Street, Quincy, MA: I am coming to you as a representative of Randolph Tenants United and Rosemont Square Tenant Association. My primary purpose is to request that you raise corporate fines in Randolph. Right now I understand it's only on trash removal, but we are seeing loss of hot water, pipes bursting, people who have no heat for days in the middle of winter, and rodent infestations that have continued for years. We request that you increase fines for the health and safety of the residents. Mr. Herosy read a letter from South Shore Tenant Association which was submitted to the Town Council.
2. Pamela Kelly: I'm a widow, a senior citizen, a VA- my husband was a veteran, and I live at Woodview in Randolph. One of my neighbors is also here, her name is Cassy Robinson. We are here to talk about the tremendous rent increases in Randolph and we have been told that there is no law that stops landlords from increasing rent. That violates the eighth amendment which says cruel and unusual punishment and excessive charges is discrimination. We have no legal rights so we come to you as constituents to see what you can do to help the rent increase. Town Manager Howard: We've had over 600 applications for the Randolph Resiliency fund and there are currently no funds available. We could look to potentially add additional funds to that fund but that is the current status.
3. Gladys McClain: When exterminators come, I'm asked to remove items for them to exterminate even though I'm sickly, and they don't show up, what am I supposed to do? What is the next step? Town Manager Howard: We've always had an open line of communication with the Health Department downstairs. If they don't come please reach out to Health Commissioner Gerry Cody or Selena Maldonado also in the Health Department and they will ensure that they do come when they are supposed to. We'll continue to intercede and have an open line of communication with you. The Health Department has maintained a list of all the visits done at Rosemont to do the initial report, then follow-up to ensure that the particular job was done.

Councillor Huff-Larmond: I want to make sure I understand what's going on because I know Gordon has been helping Randolph Tenants, and I want to make sure we're clear about what we can or cannot do. Town Manager Howard: Yes, in any meeting we've had with Randolph Tenants and the Tenant Associations, we make it very clear what is within the authority of the Town, and what is not. Town Attorney Christine Griffin has also participated in some of the meetings, so we certainly spell out what's under the Town's control and what isn't. Anything that the Board of Health has control on, they will do all that they can to assist the residents.

4. Izabel Depina: Landlords are raising rent on their tenants because the Town is fining them. They are treating our black and brown people badly so what are we going to do as a community regarding interracial policy so that we can get additional resources for our black and brown people. They are threatening and raising the tenant's rent because they are complaining.
5. Debra, 14 Thompson Drive: Emily Panzoni is the owner of the property at 14 Thompson Drive and she is not doing anything to make a living in that property. She doesn't clean the common area. The laundry facility had a bunch of dead flies that were there for weeks. She said when she gets fined, she passes that on to the tenants. I have a stove that is probably a fire hazard because the burners are broken and not working properly. I notified them in January of this year and it is still not fixed. I was told that the stoves are on backorder. Not only should these landlords be fined for trash violations, but they should be fined for other violations on the property. Town Manager: Contact the Health Department about the issue with your stove and we'll get in there like we did before and come to help. It's important that you do contact the Board of Health so that when they are asked to do something and don't follow through with it, then you can take that record of information to the Housing Court.

Councillor Burgess: The conversation started off here about rent. As far as I'm aware, am I correct that the Town has no statutory authority on what landlords charge for rent. Council President: That is strictly between the landlord and tenant. Town Manager Howard: Mayor Wu is looking at a Home Rule Process through the state and whether the state shows any ability to make any changes to Randolph and a lot of communities will be following that to see how it goes.

6. Joe Burke, of Hills Street: Do we still have an advisory board for the Town's Cable Access? Are they going to attend the public hearing for Verizon? Town Manager Howard: The Cable advisory Board has been dormant for a while. The short answer is no.

### **New Business:**

1. Council Order 2023-007: Norfolk County Retirement COLA FY2023

Council President Alexopoulos read Council Order 2023-007. Town Manager Howard gave a brief explanation on the purpose of the COLA increase for FY2023.

Council President Alexopoulos requested a Motion on this Council Order.

Motion to approve the Council Order 2023-007 as presented made by Councillor Clerger, seconded by Councillor C. Alexopoulos.

Roll Call Vote: 8-0-0 (Absent: Egan)

Motion Passes.

## Town Manager's Report:

1. I want to acknowledge the excellent work done by the Fire Department who helped triage calls over the weekend to Fire, Police, DPW, the Health and Building Commissioners who worked 24/7 over the weekend. We had a plan in place, we enacted it and it worked well. I can't say enough about the response of the team over the weekend.

## Correspondence:

1. The National Council for Mental Wellbeing is hosting a Youth Mental Health First Aid course on Wednesday, February 8 and Wednesday, February 15, 2023 from 3:45 PM to 7:30 PM. To register, please email [ShannaGray@bpsma.org](mailto:ShannaGray@bpsma.org).
2. The Planning Department has engaged the services of a consulting firm to conduct a Phase I Audit of our Zoning Ordinances. If you serve on a board/committee/commission or are a staff member that interacts with the Zoning Ordinance, you are invited to share your perspective and experiences with interpreting the Ordinance through a Zoom interview. There are time slots available on February 10 and 15. To register for an interview, please use the link in the email sent by Planning Director, Michelle Tyler.

## Subcommittee Reports:

Master Plan Implementation Committee: Councillor Gordon provided an update on a recent meeting that was held with this Committee. We would like to present the Crosswalk, as we like to call it in the MPIC. This is a list of all the ideas which were presented to each relevant board around Town with a response of what progress we've made on that. The MPIC would like to present last year's crosswalk finding to the Council and Town Manager.

Human Services/Seniors/Recreation Subcommittee: Councillor Gordon provided an update on the first subcommittee meeting that was held. I was appointed the Chair and we discussed what the fees should be for the Randolph Intergenerational Community Center (RICC) so we'd like to submit the meeting minutes to the RICC. We had a lengthy discussion about opening our parks to the public and would like to do a survey sent through the RICC and through the Town. We would like to do a similar survey for the Department of Public Works about whether or not new staff would assist with residents' goals for improving parks and recreational areas in the Town.

Ordinance Subcommittee: Council Vice President Brewer will be setting up an Ordinance and Public Safety Subcommittee meeting next week and will reach out with additional information.

## Open Council Comments:

1. Councillor Clerger: 1. Thank you Ms. Liz Larosee and Ms. Natalie Oliveras for their time in helping me plan the Haitian Flag Day Parade this year which is on May 18, 2023. This year's Honorary Haitians will be Mr. Frank Larmond and Ms. Judy Conway. Our honorees are Mr. Licorice of the JF Kennedy School, Kait Kanzeekia. At 9:30 AM there will be a breakfast in Town Hall, and at 10:30 we will have a flag raising ceremony. Then at 5:00 PM there will be a celebration at the RICC with food, an award ceremony and more. The Grand Marshall for this year is Mr. Jean Pierre-Louis, our Town Engineer. Before that there will be a soccer competition between the Randolph Police and Fire Department against a local Haitian team at Belcher Park. There will also be a senior dance performance so if you are a senior and are interested, please let Ms. Kerri Sullivan know. 2. If you have any bulky items, or large pieces of trash, especially if you are a senior, please contact me or obtain my contact information through Natalie Oliveras at Town Hall. We have our friend Luk Edmoen who is volunteering to pick up your trash. 3. The National Haitian-American Elected Officials held a retreat and this year it was in Ne

Jersey. We had the Honor of having Rev. Jack Dijon who was named as an Honoree for Ma

4. Happy birthday to Attorney Champagne who is a Randolph Resident and one of my favorite constituents. 5. It's unfortunate that Stetson Hall is not accepting anymore events. The Haitian Youth Connection and Project for Hope has always held International Women's Day Gala there. This year it will be in West Roxbury. If you want to participate or need more information please call 617-230-3099. 6. Last but not least: Concerned Citizens of Randolph is still doing deliveries for the elderly and disabled.

2. Councillor Brewer: Thank you to all our public officials, and first responders who worked hard over the weekend. They worked nonstop and did a great job.
3. Councillor Burgess: It's now February, my birthday is coming soon! Where do we stand on Phase 4 of the traffic study? Also, where do we stand on the lights that were brought up in front of Town Hall a couple of months back. 2. I've been researching what's going on in Orchard Street and it brought me back to the Union Crossing Transit District (UCTD). There were amendments that were voted on but they were never carried through to the final document or to the table of allowable activity/dimensional requirements. There is more to the bylaw than what is there and I'm wondering if there is more to the Orchard Street one as well.
4. Councillor Gordon: I just want to point out to the public that there were representatives from three different housing complexes speaking today. There was one from Rosemont, 14 Thompson Drive and the big Complex near the high school. There is one item that is in our jurisdiction that we left open when we had the discussion on trash fines. We had a vote to increase trash fines and the discussion held at that time was what else could we do which was to increase the health code violation fines to the state maximum and then implement whatever the maximum is.
5. Councillor Huff-Larmond: I want to make it clear that we have control over certain types of actions. I think Gerry Cody has gone above and beyond so thank you Gerry. I want to make sure we focus on what we can do so that residents are not expecting certain situations handled by the town when in reality we don't have that control. I look forward to having more of this discussion. Delta Sigma Theta Sorority Inc. will have a Black History Month event on February 25 at the Randolph Intergenerational Community Center from 2 PM to 5 PM. There will be art or oratory presentations done by high school students. It's a free event. Randolph Youth Council delivered boxes to Plymouth Area Homeless Shelter for refugees from Haiti and Venezuela. The Spring of Water will have a college readiness event on February 18, 2023 at 12:30 at 90 Pleasant Street in Randolph.

### **Adjournment:**

Motion to adjourn made by Councillor Clerger, seconded by Council Vice President Brewer.

Roll Call Vote: 8-0-0 (Absent: Egan)

Meeting adjourned at 8:10 PM.

Council Order 2022-056

Introduced By: Town Manager Brian Howard  
December 5, 2022

**Request for the Town Council to Initiate**  
**An Amendment to the Randolph Zoning Ordinance –**  
**Chapter 200 of the General Code of the Town of Randolph –**  
**Concerning Front Yard Setbacks As They Relate To Adjacent Historic Structures**  
**Pursuant to M.G.L. ch. 40A, sec. 5**

That the Town Council of the Town of Randolph hereby initiates an amendment to the Randolph Zoning Ordinance, Chapter 200 of the General Code of the Town of Randolph, concerning front yard setbacks as they relate to adjacent historic structures, pursuant to M.G.L. ch. 40A, Section 5, and hereby amends Section 200-28(A) of the Zoning Ordinance as indicated below:

**§ 200-28 Front yards.**

**A. Residential districts.**

- (1) In a residential district, no building shall be erected within twenty-five (25) feet of the side line of any street, except as follows:
  - (a) No building shall be erected within forty-five (45) feet of the center line of any street which is less than forty (40) feet in width.
  - (b) No building shall be erected within forty (40) feet of the side lines of South Main Street or of the side lines of that part of North Main Street south of the Pond Street business area.
  - (c) **If a residential lot abuts a lot with an historic structure, the front yard setback may be reduced to that of the historic structure but not less than ten (10) feet.**
- (2) No building in a residential district need be set back more than the average setback of the residence buildings on the abutting lots. A vacant lot, a lot occupied by a nonconforming use or a building set back more than the required distance shall be counted as though occupied by a building set back at the prescribed distance for the purpose of determining said average.
- (3) No outdoor play area (an area designed or set aside for children in a child-care facility for recreation or play) shall be located closer to the street than the minimum requirements of this section.



Town of Randolph  
**PETITION FOR ZONING AMENDMENT**

~Clerk's Use~  
Date referred to Planning \_\_\_\_/\_\_\_\_/\_\_\_\_  
Order # \_\_\_\_\_

**RESPECTFULLY SUBMITTED TO TOWN COUNCIL BY (check one)**

- ☐ TOWN COUNCIL    ☐ BOARD OF APPEALS    ☒ PLANNING BOARD  
☐ SUBJECT LAND OWNER(s)\*

PETITIONER'S NAME Planning Board & Historical Commission

AGENT/REPRESENTATIVE/CONTACT (if any) Michelle Tyler & Henry Cooke

ADDRESS 41 South Main Street

PHONE 781-961-0936 EMAIL mt Tyler@randolph-ma.gov

REASON FOR PROPOSED AMENDMENT (attach additional justification as warranted) \_\_\_\_\_

See the attached narrative for the recommendations from the  
Planning Board and Historical Commission based on the objectives  
of the Comprehensive Master Plan

PETITIONER'S SIGNATURE Michelle R Tyler DATE 11-15-2022  
\*all parties must sign

**ZONING TEXT AMENDMENT (if applicable)**

ARTICLE(s)/SECTION(s) 200-28

☒ **REQUIRED:** attach proposed ordinance TEXT using exact wording. Use strikethrough to show text to be deleted and bold to indicate text to be added

**ZONING MAP AMENDMENT (if applicable)**

PROPERTY LOCATION/STREET ADDRESS \_\_\_\_\_

CURRENT ZONING \_\_\_\_\_ TOTAL ACREAGE TO BE REZONED \_\_\_\_\_

PROPOSED ZONING \_\_\_\_\_

ASSESSOR'S MAP(s) & PARCEL(s) \_\_\_\_\_

CURRENT USE(s) \_\_\_\_\_

ANTICIPATED USE (if known) \_\_\_\_\_

DESCRIPTION OF EXISTING LAND USES OF SURROUNDING AREA \_\_\_\_\_

☐ **REQUIRED:** attach MAPS clearly showing existing & proposed zoning districts, including parcel lot lines (8.5 x 11" preferred size)

The Natural and Cultural Resources section of the Comprehensive Master Plan outlines recommendations for amendment to Zoning Ordinances and General Ordinances as they relate to historic properties. Specifically, objective NHC2 suggests:

- *Amend Residential District Setback Provision, Section 200-28. A (2), and allow for relief from strict adherence to the 25' setback to match the setback of adjacent historic houses.*

Objective NHC2 suggests:

- *Change threshold of Demolition Delay Ordinance to the national standard of 50 years old or older, and extend the delay period to nine months or more.*

The Planning Board and the Historical Commission, through meetings of the separate boards and through a joint meeting of the two boards evaluated both recommendations and the impacts of adopting such amendments.

The boards collectively recommend the amendment to setbacks and provide the proposed amendment to **Zoning Ordinance section 200-28 Front Yards**.

The boards collectively disagree with amending the threshold for demolition delay from the current 100 years to 50 years appreciating the significant impact it would have on a large number of parcels in the community. They recommend retaining the threshold at 100 years but modifying the length of time to receive a demolition permit from six (6) months to nine (9) months by amending **General Ordinance 87-3 Procedure**.

## Public Notices

Originally published at enterprisenews.com on 01/18/2023

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### LEGAL NOTICE

#### Public Hearing Notice

Town of Randolph, MA

Council Order 2022-056

The Randolph Town Council will conduct a public hearing on Monday, February 6, 2023 at 6:15 PM via ZOOM on Council Order 2022-056 - Request for the Town Council to Initiate An Amendment to Randolph Zoning Ordinance – Chapter 200 of the General Code of the Town of Randolph- Concerning Front Yard Setbacks As They Relate to Adjacent Historic Structures Pursuant to M.G.L. ch. 40A, Section 5, as follows: Add the following language after § 200-28 (A)(1)(b), “(c) If a residential lot abuts with an historic structure, the front yard setback may be reduced to that of the historic structure but not less than ten (10) feet.”

Additional information on this Council Order may be found on the Town of Randolph website and is also available through the Randolph Town Clerk’s Office. The link to connect to the meeting/public hearing may be found on the Town of Randolph website on the website meeting calendar.

AD#8297759

BE 01/18, 01/25/2023





## PLANNING BOARD Report to Town Council

**Order:** 2022-056

**Petitioner:** Planning Board

**Date referred:** December 14, 2022

**Date hearing opened:** February 7, 2023

**Date hearing closed:** February 7, 2023

**Date of report:** February 8, 2023

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### **PETITION**

To amend Chapter 200 of the General Code of Randolph pursuant to M.G.L. Chapter 40A, Section 5 to amend the Town of Randolph Zoning Ordinances concerning front yard setbacks as they relate to adjacent historic structures.

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### **BACKGROUND**

Zoning Ordinance section 200-28 provides specifications for front yard setbacks in residential districts. The Comprehensive Master Plan of 2017 includes a recommendation in the Natural and Cultural Resources section to “*amend residential setback provision, section 200-28.A and allow for relief from strict adherence to the 25’ setback to match the setback of adjacent historic houses*”.

### **RECOMMENDATION**

The Planning Board voted 4-0-1 to **RECOMMEND** adoption of order 2022-056 with an additional amendment as indicated in **RED**. The recommended language for adoption is:

*(c) If a residential lot abuts a lot with an historic structure, **as defined in section 87-2 of the Town of Randolph General Ordinance**, the front yard setback may be reduced to that of the historic structure but not less than ten (10) feet.*

### **DISCUSSION**

The Planning Board and Historical Commission, through meetings of the separate boards and through a joint meeting, evaluated the recommendations of the Master Plan and the potential impacts of adopting such amendments. The Boards collectively agreed to recommend the amendment that would provide relief from a 25’ front yard setback if there is construction of a structure on a residential lot where that lot abuts another with an historic structure. However, in no case may be front yard setback be less than 10’.

During the Planning Board public hearing conducted February 7, 2023, the Board deliberated on how to define "*historic structure*". In that the term "*historic structure*" is used throughout the Zoning Ordinance and General Ordinance and, in that the term "*historic structure*" is included in definitions contained within the General Ordinance, the Board recommends including a cross-reference to the definition to provide clarity for those using and interpreting the Zoning Ordinance as it relates to construction and development plans.

**Council Order: 2023-011**

**Introduced by: Town Manager Brian Howard  
February 27, 2023**

**Authorization and Approval for Memorandum of Agreement (“MOA”)  
For New Successor Collective Bargaining Agreement Between  
The Town of Randolph, Massachusetts and  
The SEIU Local 888  
Randolph Town Hall and Library Workers (“Union”)**

The Town Council hereby approves the Memorandum of Agreement (“MOA”) Between Town of Randolph, Massachusetts and SEIU Local 888, Randolph Town Hall and Library Workers (“Union”) for the new successor collective bargaining agreement for the period of July 1, 2022 through June 30, 2025, and hereby authorizes the Town Manager to take any actions necessary to execute that MOA, in substantially the form attached hereto, and any related documents.

**Memorandum of Agreement  
Between  
Town of Randolph  
And  
SEIU Local 888  
Randolph Town Hall and Library Workers  
1/17/2023**

WHEREAS, the Collective Bargaining Agreement (the "Agreement") between the Town of Randolph ("Town") and the SEIU Local 888 Randolph Town Hall and Library Workers ("the Union") expired as of June 30, 2022; and

WHEREAS, the Town and the Union have bargained collectively for a new collective bargaining agreement (the "New Agreement") for the period July 1, 2022 through June 30, 2025; and

WHEREAS, the Town and the Union have reached an agreement, as described herein; and

WHEREAS, the parties have agreed to execute this Memorandum of Agreement ("MOA") pending the final drafting and execution of the New Agreement, which New Agreement shall incorporate all of the changes contained in this MOA into the existing Agreement (consisting of the FY 2016 – 2019 collective bargaining agreement, as modified by the July 23, 2019 Memorandum of Agreement and associated documents between the parties);

NOW THEREFORE, in consideration of the mutual promises contained herein, and subject to the required ratifications and funding, the Union and the Town hereby agree that the New Agreement shall consist of the prior Agreement, as modified herein, and that the parties shall be bound by the terms of the New Agreement, as described in this MOA, from the effective date of this MOA and retroactively as described herein.

**1. Article V: Work Hours, Work Day, and Work Week - Rest Periods**

**Under Article V(A), subparagraph number 5, regarding Rest Periods, the paragraph shall be amended as follows:**

**"Each full-time employee shall be granted ~~a ten minute rest period~~ one (1) fifteen-minute (15 minute) rest period per three and one half (3.5) hour shift. ~~each morning, each afternoon, and each evening.~~ The rest period time shall be ~~scheduled~~ included at the discretion of the Department Head.**

**Also delete from prior MOA: Each bargaining unit member working up to and including 5 hours per day will be eligible for ~~one ten (10) minute rest period.~~**

**2. Article V: Work Hours, Work Day, and Work Week - Animal Control Officer, Animal Control Department, Local Inspector and Office Engineer.**

**In Article V: Work Hours, Work Day, and Work Week, remove the terms "Animal Control Officer", "Animal Control Department", "Local Inspector" and "Office Engineer" wherever**

they appear. Remove any corresponding headings and terms relating specifically to these positions.

3. **Article V: Work Hours, Work Day, and Work Week - Library/Community Programs Group.**

Under Article V(A), under the heading "Work Times", amend subparagraph F regarding "Library Group" to provide for the following:

**Library/ Community Programs Group**

\*Reclassify Grade 7 -Head Clerk to Administrative Assistant - Grade 8

\*Add Custodian at RICC, Grade 3, Step 1 at 32 hours to be increased to 40 hours depending on department need to be determined by Town Manager.

\*Re-letter these subparagraphs to make the lettering sequential, as needed for formatting consistency.

4. **Article V: Work Hours, Work Day, and Work Week - Overtime.**

Under Article V(A), under the heading "OVERTIME", make the following amendments to the third, fourth, fifth and sixth subparagraphs:

**A) - OVERTIME (subparagraphs 3-6):**

Overtime work for employees shall be rotated on an equitable basis as far as is practical for Town Hall employees, and at the discretion of the department head. The overtime log shall be kept by and administered by the Department Head and shall be open to the Local 888 SEIU Bargaining/Grievance Committee for perusal. If an employee can not or will not accept overtime for any reason, the employee shall be passed over and go to the bottom of the overtime list. The overtime list shall be made up by seniority in each department.

For library employees only - if there are open shifts available one (1) email with monthly overtime opportunities will be sent each month giving SEIU employees four (4) days to respond with availability. Shifts will be assigned on a straight (not rolling) seniority basis. In the event that more overtime opportunities arise throughout the month the Town will send a mass text message to all SEIU employees in that department offering the shift (SEIU employees may opt-in or opt-out of this opportunity, must be in writing provided to the department head if opting out). The most senior person to respond within 60 minutes of the mass text message will receive the shift. After 60 minutes, the first person to respond will receive the shift.

Also delete from prior MOA: Overtime work for employees shall be rotated on an equitable basis as far as is practical, and at the discretion of the department head. For employees of the library, the means of communication of overtime shifts shall be decided by the department head regarding the library overtime call list.



5. **Article V: Work Hours, Work Day, and Work Week - Evening Office Hours/ Flex Time.**

Under Article V(D), regarding “EVENING OFFICE HOURS/ FLEX TIME”, the paragraph shall be amended as follows:

The Town Manager may designate town departments that shall be open on Monday nights until 7:00 p.m. Employees in the selected departments will be required to work no more than two Mondays in any one month. Time accumulated will accrue on an hour for hour basis and must be taken within 60 days of accrual. Alternatively, should the Town Manager decide to close Town Hall early on Fridays and, concurrently, open Town Hall for a later, evening shift during the week, the standard work week hours would be adjusted accordingly and Town Hall employees would not be eligible for shift differentials.

6. **Article VI: Insurance**

Under Article VI, regarding Insurance, amend paragraph B as follows:

- A) **Insurance (Housekeeping):** Local 888/SEIU and the Town of Randolph agree to provide health insurance benefits consistent with the Memorandum of Agreement signed between the Town of Randolph and the Public Employee Committee in December 12, 2019 or any successor agreement executed between the parties June of 2014. This agreement shall govern the insurance benefits provided to members of Local 888/SEIU unless applicable State law changes.

B) **Insurance Offset -**

An SEIU employee that is currently eligible and enrolled in the Town’s health insurance plan, shall be eligible for a \$1,000 insurance offset payment in the first fiscal year every year that the employee declines the Town’s health insurance. An SEIU employee that is currently eligible and has never enrolled in the Town’s health insurance plan, shall be eligible for a \$500 insurance offset payment each year that the employee continues to decline the Town’s health insurance plan. This one-time payment shall be paid in June of the first every fiscal year without Town health insurance.

7. **Article VII: Salary Schedule**

Delete Article VII(A), regarding “SALARY SCHEDULE”, (and delete Article 7A - Salary Schedule and Wage Reopener - from the prior MOA) and replace those sections with the following:

**ARTICLE VII:**

A) **SALARY SCHEDULE**

It is agreed that an employee shall not receive more than fifty-two (52) weeks' salary in a fiscal year, including vacation leave allowance. All fiscal years are subject to appropriation by Town Council for each year.

The parties agree to the following Salary Schedule for FY 2023 - FY 2025:

3% increase (retro pay) for Fiscal Year 2023

2% increase for Fiscal Year 2024

2% increase for Fiscal Year 2025

Add one step to each grade beginning in FY25.

**FY 2023 Bonus Pay:** Full-time and part-time Town of Randolph SEIU employees (who are still employed with the Town of Randolph as SEIU employees as of the date that the bonus payment is made) who were Town of Randolph SEIU employees at any time from March 18, 2020 through September 7, 2021, and who were directed to report to work as an in-person SEIU employee during that time period (whether fully in-person or via a partial or hybrid in-person schedule), shall receive a one-time bonus payment in the amount of \$1,000 for qualifying full-time (35 hours or more) employees and in the amount of \$500 for qualifying part-time employees."

The parties shall create and include a replacement salary chart indicating the wages for Fiscal Years 2023 - 2025, as mutually agreed, to replace the salary chart that is currently included in Article VII(A) of the Agreement.

## 8. Article VIII: Paid Holidays

Delete Article VIII, regarding "PAID HOLIDAYS", and replace that section with the following:

The following days shall be recognized as paid legal holidays:

New Year's Day	Labor Day
Martin Luther King, Jr. Day	Columbus Day
Presidents' Day	Veterans' Day
Patriots' Day	Thanksgiving Day
Memorial Day	The Day After Thanksgiving Day
Juneteenth	Christmas Day
Independence Day	

Whenever one of these holidays falls on a Saturday, the previous day shall be a paid legal holiday, and when one of these holidays falls on a Sunday, the following day shall be a paid legal holiday.



On the last workday before Christmas Day and on the last workday before New Year's Day, Town Departments will close at Noon.

Library employees will not be required to work the Tuesday after a Monday holiday if the Library is normally closed on Monday.

Notwithstanding the foregoing, when Christmas Eve and/or New Year's Eve occur on a Saturday, the Turner Free Library shall close for the day on Christmas Eve and close early, at 12pm on New Years Eve.

#### 9. Article IX: Longevity Increments

Delete Article IX(A) regarding "LONGEVITY INCREMENTS", and replace that section with the following:

- A) An SEIU employee of the Town who has been in continuous full-time or part-time (prorated) employment for ten years shall be paid, in addition to the compensation for the position as set forth in this agreement, annual increments in the amount of five hundred dollars (\$500.00) and an additional amount of ~~seventy-five (75) dollars~~ **one-hundred (100) dollars** for each year of such employment served over ten (10) years with unlimited accumulation. An employee shall be eligible for such longevity increments the next January 1st following completion of ten (10) years of service. Longevity shall be payable in whole, in December of each fiscal year. ~~For longevity purposes only, a part time employee shall be defined as an employee who has worked twenty (20) hours or more per week for a minimum of ten (10) years. Longevity payments shall be prorated for eligible part-time employees.~~

#### 10. Article X(E): SICK

Delete Article X(E)(1) regarding "SICK", and replace that subsection with the following:

- 1) An employee in continuous employment who has completed thirty (30) weeks of service following original employment shall be allowed fifteen (15) days of leave with pay each calendar year, or one and one-quarter (1 ¼) days per month thereof if in any year his/her employment is less than thirty (30) weeks, ~~provided such leave is caused by sickness or injury or by exposure to contagious disease.~~ One (1) earned leave day will be granted for each six (6) consecutive six months in which a member of the bargaining unit does not take a sick day, and an additional earned leave day will be granted for each continuous six (6) months thereafter in which an employee does not take a sick day. **Sick time is not vacation time. Sick time is to be used only for the following purposes:**
1. **because you are sick or injured or otherwise unable to perform your job functions for a health-related reason;**
  2. **to attend a dental or medical appointment; or**
  3. **to engage in a wellness program or other periodic health care program or appointment.**



In addition, up to 3 of the employee's earned sick days per year may be used for care of a family member.

#### 11. Article X(F): SICK LEAVE BUY BACK - Deferred Compensation

Delete Article X(F)(2) regarding "Deferred Compensation", and replace that subsection with the following:

##### 2. Deferred Compensation

The Town shall buy back, at the specific request of the SEIU employee, up to five (5) sick days per fiscal year. The Town agrees to place ~~fifty percent (50%)~~ one hundred percent (100%) of the present value of each sick day bought back through this provision agreement into an employee's deferred compensation account designated for the employee, effective for fiscal year 2023 2021. That request shall be made by the employee prior to May 1<sup>st</sup> of each fiscal year and paid to the deferred comp account by the Town on or before the first pay period in June.

#### 12. Article X(G): VACATION

Add the following language to Article X(G)(2) regarding "Vacation":

Any SEIU employee who has worked 30 or more years for the Town of Randolph shall be eligible, annually, for 30 days of vacation time +1 additional day of vacation time for each year they have worked for the Town beyond 30 years. This amount shall be pro-rated for part-time employees.

Also update the chart of vacation time contained in this section of the Agreement to reflect this language change.

#### 13. Article X(L): FAMILY AND MEDICAL LEAVE ACT

Add the following new Section L to Article X regarding "Family and Medical Leave Act":

##### L) LEAVE - FAMILY AND MEDICAL LEAVE ACT

Town of Randolph SEIU employees will be eligible for the Family and Medical Leave Act ("FMLA"), as described in that Act and as described in the Town of Randolph Employee Handbook, as the Act and the Handbook may be amended from time to time.

#### 14. Article XIII: JOB OPENINGS AND JOB POSTINGS

Keep Article XIII as is regarding "JOB OPENINGS AND JOB POSTINGS", and add the following:

##### Article XIII PROBATIONARY PERIOD and REVIEWS

- A) **PROBATIONARY PERIOD REVIEW** - There shall be a six-month Probationary Period for all new employees in an SEIU bargaining unit position (the Probationary Period does not apply to any employee who has been employed in a Town of Randolph SEIU bargaining unit position and who is hired directly into another such Town SEIU position). During this Probationary Period, the employee may be terminated at-will, at the discretion of the Town, if the employee does not appear to be a good match for the position.

All new SEIU employees shall meet with their Department Head on their three month anniversary before six months of employment have passed. During this meeting the Department Head shall present the employee with a review (utilizing a standardized review form) indicating positive and/or negative feedback. This shall give the SEIU employee an opportunity for improvement before the conclusion of their Probationary Period.

- B) **ANNUAL REVIEW** - All SEIU employees shall be provided an a-self-evaluation form by June 1st of each calendar year. They shall complete the self-evaluation form by June 15th and submit it to their Department Head. In July of each year, each SEIU employee will then be given a written evaluation by their Department Head on a standardized form, which shall include goals for the employee for the upcoming fiscal year.

#### 15. Article XX: DUES OR AGENCY SERVICE FEE

Article XX, regarding “DUES OR AGENCY SERVICE FEE”, shall be amended as follows:

**\*\*Keep article language the same as currently shows on contract except adding the following:**

“Union dues, agency fees and COPE contributions will not be collected from new SEIU employees until after the employee’s Probationary Period has ended.”

#### 16. TERMINOLOGY:


Anywhere that the Agreement refers to “Maternity Leave” that term shall be deleted and replaced with the term “Parental Leave”.



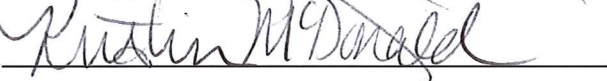
#### 17. Article XXVIII: EXECUTION OF AGREEMENT

Keep article language as is except by adding the appropriate dates.

“This agreement is approved and entered into this 24<sup>th</sup> day of February, 2023, by and between the Town of Randolph and Local 888.

IN WITNESS WHEREOF, the Union and the Town, by their authorized representatives,  
have set their hands to this Memorandum of Agreement on this 24<sup>th</sup> day of ~~January~~,  
2023, *February*

THE TOWN OF RANDOLPH, MASSACHUSETTS, THE MUNICIPAL EMPLOYER:  
BY:   
Brian P. Howard, Town Manager

LOCAL 888/SEIU, THE EMPLOYEE ORGANIZATION:  
BY:   
  
  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

AS THEY ARE THE BARGAINING/GRIEVANCE COMMITTEE OF LOCAL 888/SEIU



# AMENDMENT TO EMPLOYMENT AGREEMENT

(Finance Director/Town Accountant)

This is an Amendment (the “Amendment”) to the Employment Agreement (the “Agreement”) entered into on June 6, 2022 with an effective date of July 1, 2022 by and between the **TOWN OF RANDOLPH, MASSACHUSETTS** (herein referred to as the “TOWN”), acting by and through its TOWN COUNCIL, with its offices at Town Hall, 41 South Main Street, Randolph, MA 02368, and Janine Smith, (herein referred to as “SMITH” or “EMPLOYEE”). This Amendment is entered into on the        day of March, 2023 by and between the TOWN, acting by and through its TOWN COUNCIL, and SMITH. This Amendment shall be effective as of March 15, 2023.

In consideration of the promises, the mutual covenants hereinafter set forth, and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties to the Agreement now hereby agree to amend the Agreement as follows:

## CLAUSE A AMENDMENTS TO SECTION 4 OF THE EMPLOYMENT AGREEMENT

Sections 4.1(a), 4.1(b) and 4.1(c) of the Agreement are hereby deleted in their entirety and replaced with the following:

- a) For the portion of the contract year of this Agreement beginning July 1, 2022 and ending August 31, 2022, SMITH’s annual compensation rate shall be One Hundred Sixty Two Thousand Five Hundred Dollars (\$162,500), paid pro rata to reflect that this is a partial contract year. For the portion of the contract year of this Agreement beginning September 1, 2022 and ending June 30, 2023, SMITH’s annual compensation rate shall be One Hundred Seventy Thousand Dollars (\$170,000), paid pro rata to reflect that this is a partial contract year. A portion of these payments shall be paid to her as retroactive pay, effective as of the effective date of the Amendment.

If Smith remains employed by the Town of Randolph as the Director of Finance/Town Accountant under this Agreement through June 1, 2023, then Smith shall receive a one-time payment during the month of June,

2023, in the amount of Five Thousand Dollars (\$5,000) (the “Retention Payment”), which amount shall be withheld from her other salary payments during the year in equally divided amounts, so that the total annual compensation rates for the Employee for FY 2023 are those described above.

- b) For the contract year of this Agreement beginning July 1, 2023 and ending June 30, 2024, SMITH’s annual compensation rate shall be One Hundred Seventy Five Thousand Dollars (\$175,000). This salary shall be paid as follows. From July 1, 2023 through June 30, 2024, SMITH shall be paid at an annual compensation rate of One Hundred Seventy Thousand Dollars (\$170,000). If Smith remains employed by the Town of Randolph as the Director of Finance/Town Accountant under this Agreement through June 1, 2024, then Smith shall receive an additional one-time payment during the month of June, 2024, in the amount of Five Thousand Dollars (\$5,000) (the “Retention Payment”), to bring her total annual compensation rate under this Agreement for fiscal year 2024 to One Hundred Seventy Five Thousand Dollars (\$175,000), as described in the first sentence of this paragraph.
- c) For the contract year of this Agreement beginning July 1, 2024 and ending June 30, 2025, SMITH’s annual compensation rate shall be One Hundred Eighty Thousand Dollars (\$180,000). This salary shall be paid as follows. From July 1, 2024 through June 30, 2025, SMITH shall be paid at an annual compensation rate of One Hundred Seventy Five Thousand Dollars (\$175,000). If Smith remains employed by the Town of Randolph as the Director of Finance/Town Accountant under this Agreement through June 1, 2025, then Smith shall receive an additional one-time payment during the month of June, 2025, in the amount of Five Thousand Dollars (\$5,000) (the “Retention Payment”), to bring her total annual compensation rate under this Agreement for fiscal year 2025 to One Hundred Eighty Thousand Dollars (\$180,000), as described in the first sentence of this paragraph.

## **CLAUSE B**

### **ADDITIONAL TERMS ADDED TO THE EMPLOYMENT AGREEMENT**

All provisions of the Agreement not specifically addressed in this Amendment shall continue in full force and effect as originally written.

**IN WITNESS WHEREOF**, the parties hereto have caused this Amendment to the Agreement to be executed on the day and year first above written.

**TOWN OF RANDOLPH, acting by and  
through its TOWN COUNCIL,**

By: \_\_\_\_\_  
William Alexopoulos – President

By: \_\_\_\_\_  
Christos Alexopoulos

By: \_\_\_\_\_  
Richard Brewer, Jr.

By: \_\_\_\_\_  
James F. Burgess, Jr.

By: \_\_\_\_\_  
Natacha Clerger

By: \_\_\_\_\_  
Ryan Egan

By: \_\_\_\_\_  
Jesse Gordon

By: \_\_\_\_\_  
Katrina Huff-Larmond

By: \_\_\_\_\_  
Kevin O'Connell

By: \_\_\_\_\_  
Janine Smith

# EMPLOYMENT AGREEMENT

This Employment Agreement ("AGREEMENT") is entered into on June 6<sup>th</sup>, 2022 with an effective date of July 1, 2022 by and between the **TOWN OF RANDOLPH, MASSACHUSETTS** (herein referred to as the "TOWN"), acting by and through its TOWN COUNCIL, with its offices at Town Hall, 41 South Main Street, Randolph, MA 02368, and **JANINE SMITH**, (herein referred to as "SMITH").

## RECITALS

Whereas the TOWN desires to employ SMITH as its Director of Finance/Town Accountant subject to the supervision of its TOWN COUNCIL ("COUNCIL") and SMITH is willing to accept such employment, all on the terms as set forth below,

NOW, THEREFORE, in consideration of the promises, the mutual covenants hereinafter set forth, and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

### SECTION 1 - ENGAGEMENT OF SMITH

- 1.1 Pursuant to the terms of the Randolph Charter, the TOWN, by and through its TOWN COUNCIL, hereby appoints and engages SMITH, and SMITH hereby accepts employment by the TOWN as its Director of Finance/Town Accountant, to perform the duties and responsibilities described in the Randolph Charter and in Section 3 of this Agreement, below.
- 1.2 The Director of Finance/Town Accountant shall devote her full working-time to her duties as Director of Finance/Town Accountant, and shall not engage in any outside paid professional activity without prior TOWN COUNCIL knowledge and approval.
- 1.3 SMITH's official title shall be "Director of Finance/Town Accountant".

### SECTION 2 – TERM OF EMPLOYMENT

- 2.1 The term of this Agreement and SMITH's term of employment shall commence on the effective date of this AGREEMENT, July 1, 2022 (the "Commencement Date"), and shall terminate on June 30, 2025 (the

“Termination Date”). This Agreement may be extended by written agreement of the parties.

### **SECTION 3 – POWERS, DUTIES AND RESPONSIBILITIES**

- 3.1 SMITH shall have the powers, duties and responsibilities of the Director of Finance/Town Accountant, consistent with the applicable provisions of the Randolph Charter and all other applicable provisions of law. In her role as Director of Finance/Town Accountant, SMITH shall serve as the Town Accountant for the Town of Randolph and shall be the Department Head for the Town Accountant’s Department. In her role as Director of Finance/Town Accountant, SMITH’s duties will include, but will not be limited to, the following: the daily financial representation of the TOWN, working with the TOWN COUNCIL and TOWN MANAGER. SMITH shall work with the TOWN COUNCIL and the TOWN MANAGER to review and coordinate the Town’s financial procedures and policies, to provide appropriate financial oversight and advice, to protect the TOWN’s financial interests and to perform the other appropriate duties of Director of Finance/Town Accountant as prescribed by the TOWN COUNCIL.
- 3.2 SMITH shall report on a regular basis to the TOWN MANAGER, who shall oversee her daily activities, and shall be responsible to the TOWN MANAGER and the TOWN COUNCIL. The TOWN COUNCIL shall have ultimate authority to oversee and direct SMITH’s activities and responsibilities as Director of Finance/Town Accountant and instruction given by vote of the TOWN COUNCIL shall supersede instruction or direction from any other TOWN officer. The TOWN COUNCIL may assign SMITH any duties which fall within her powers and responsibilities as Director of Finance/Town Accountant.
- 3.3 The full time work week for the Director of Finance/Town Accountant shall consist of at least thirty-five hours of work per week. It is acknowledged that the duties and responsibilities of the Director of Finance/Town Accountant in terms of demands and responsibilities of her position do not permit prescribed limitation of time and may occasionally require her to work during other than usual and customary Town Hall hours, and at locations other than Town Hall. As an exempt employee, not entitled to overtime, SMITH, when reasonably requested, shall attend certain meetings and report to work for those hours necessary to faithfully perform the duties and responsibilities of her position.



- 3.4 SMITH shall undertake her duties promptly upon the effective date of this AGREEMENT and will diligently and faithfully prosecute the duties set forth herein in a prompt and professional manner.

### **3.5 EVALUATION:**

The TOWN COUNCIL may make an annual review of the Director of Finance/Town Accountant's job performance, doing so with the guidance/assistance of the TOWN MANAGER.

A short written summary of any such review shall be provided to SMITH once the review is complete.

The TOWN COUNCIL may, from time to time and in consultation with SMITH, establish one or more specific objectives for SMITH to accomplish as Director of Finance/Town Accountant.

### **3.6 TERMINATION AND REMOVAL:**

This AGREEMENT may be terminated and the Director of Finance/Town Accountant may be removed from her position as Director of Finance/Town Accountant at the discretion of the TOWN COUNCIL upon the affirmative vote of a majority of the full TOWN COUNCIL.

- 3.6.1 If the AGREEMENT is terminated by the TOWN COUNCIL for cause, then there will be no severance payment, of any kind whatsoever, due to SMITH.

If the AGREEMENT is terminated by the TOWN COUNCIL without cause, SMITH shall be paid a total severance payment equal to six (6) months of her salary at the salary rate in effect at the time of termination (the "Severance Payment").

Prior to voting on termination of this AGREEMENT for cause, the TOWN COUNCIL will grant SMITH an opportunity for a hearing concerning whether there is cause for termination under this AGREEMENT and will provide at least one (1) week's prior notice of said hearing to SMITH.

- 3.6.2 SMITH may terminate this AGREEMENT at any time, for any reason or no reason, upon Thirty (30) days written prior notice to the TOWN COUNCIL and Town Manager.

- 3.6.3 Upon termination of this AGREEMENT by either party, this AGREEMENT shall be deemed null and void and no further duties or obligations, in any manner whatsoever, shall be owed by SMITH or by the TOWN, except such ongoing obligations as are specifically described in this AGREEMENT.
- 3.6.4 If at the end of the term of this AGREEMENT (June 30, 2025) the TOWN COUNCIL does not wish to renew this AGREEMENT and reappoint SMITH, the TOWN COUNCIL shall provide SMITH with at least six months advance written notice of such intent not to reappoint (by December 31, 2024).
- 3.6.5 As used in this AGREEMENT “cause” shall mean:
- (a) conviction of a crime involving moral turpitude;
  - (b) willful misconduct or intentional acts detrimental to duties;
  - (c) gross neglect of duties;
  - (d) intentional non-performance of duties; or
  - (e) material breach of this Agreement.

#### **SECTION 4 - COMPENSATION AND BENEFITS**

##### **4.1 COMPENSATION:**

As compensation for the services she is to perform as Director of Finance/Town Accountant hereunder, SMITH’s annual salary rate shall be as follows:

- a) For the contract year of this Agreement beginning July 1, 2022 and ending June 30, 2023, SMITH’s annual compensation rate shall be One Hundred Sixty Two Thousand Five Hundred Dollars (\$162,500). This salary shall be paid as follows. From July 1, 2022 through June 30, 2023, SMITH shall be paid at an annual compensation rate of One Hundred Fifty Seven Thousand Five Hundred Dollars (\$157,500). If Smith remains employed by the Town of Randolph as the Director of Finance/Town Accountant under this Agreement through June 1, 2023, then Smith shall receive an additional one-time payment during the month of June, 2023, in the amount of Five Thousand Dollars (\$5,000) (the “Retention Payment”), to bring her total annual compensation rate

under this Agreement for fiscal year 2023 to One Hundred Sixty Two Thousand Five Hundred Dollars (\$162,500), as described in the first sentence of this paragraph.

- b) For the contract year of this Agreement beginning July 1, 2023 and ending June 30, 2024, SMITH's annual compensation rate shall be One Hundred Sixty Seven Thousand Five Hundred Dollars (\$167,500). This salary shall be paid as follows. From July 1, 2023 through June 30, 2024, SMITH shall be paid at an annual compensation rate of One Hundred Sixty Two Thousand Five Hundred Dollars (\$162,500). If Smith remains employed by the Town of Randolph as the Director of Finance/Town Accountant under this Agreement through June 1, 2024, then Smith shall receive an additional one-time payment during the month of June, 2024, in the amount of Five Thousand Dollars (\$5,000) (the "Retention Payment"), to bring her total annual compensation rate under this Agreement for fiscal year 2024 to One Hundred Sixty Seven Thousand Five Hundred Dollars (\$167,500), as described in the first sentence of this paragraph.
  - c) For the contract year of this Agreement beginning July 1, 2024 and ending June 30, 2025, SMITH's annual compensation rate shall be One Hundred Seventy Two Thousand Five Hundred Dollars (\$172,500). This salary shall be paid as follows. From July 1, 2024 through June 30, 2025, SMITH shall be paid at an annual compensation rate of One Hundred Sixty Seven Thousand Five Hundred Dollars (\$167,500). If Smith remains employed by the Town of Randolph as the Director of Finance/Town Accountant under this Agreement through June 1, 2025, then Smith shall receive an additional one-time payment during the month of June, 2025, in the amount of Five Thousand Dollars (\$5,000) (the "Retention Payment"), to bring her total annual compensation rate under this Agreement for fiscal year 2025 to One Hundred Seventy Two Thousand Five Hundred Dollars (\$172,500), as described in the first sentence of this paragraph.
- 4.2 SMITH's salary shall be payable at such intervals as is customary with TOWN employees, subject to applicable withholding and other payroll taxes and otherwise in conformity with the normal payroll practices of the TOWN.

### 4.3 BENEFITS:

The Director of Finance/Town Accountant position is a non-union, FLSA exempt position. Unless specifically addressed separately herein, SMITH shall be due all those benefits available to full-time, non-union TOWN employees as of the effective date of this AGREEMENT at the highest level of coverage available to other non-union TOWN employees, including, but not limited to, the ability to participate in the Norfolk County Retirement system, and including all benefits available to TOWN employees under local, state and Federal law. The Town shall deduct SMITH's share of the cost for such benefits from her regular paychecks at rates at least as beneficial to her as the rates provided to other non-union TOWN employees.

Should the TOWN change the benefits provided to other non-union TOWN employees during the term of this AGREEMENT, SMITH may elect, at her option, to continue with the level of each benefit available as of the effective date of this AGREEMENT, or to accept the new level of each benefit adopted by the TOWN.

### 4.4 VACATION:

SMITH shall be entitled to certain vacation time, with pay, during each fiscal year of this Agreement. Said vacation time is as follows:

Beginning in the fiscal year that starts on July 1, 2022, and in each fiscal year thereafter, SMITH shall be entitled to 20 days of vacation. These vacation days shall accrue and be due to SMITH as of the first day of each fiscal year.

SMITH shall not take more than two weeks of vacation at one time unless approved by the TOWN COUNCIL.

At the end of each fiscal year, no more than 5 days of unused vacation time can be carried forward to the next fiscal year.

SMITH shall be permitted to "buy back" up to 5 days of vacation time during each fiscal year of this Agreement. Said "buy back" shall be paid out to SMITH in June of each fiscal year of this Agreement, upon SMITH's request. The Town shall pay SMITH the value of the requested "buy back" vacation days at SMITH's salary rate per day that is in place at

the time of the request (the Retention Payment shall not be considered in calculating the buyback rate).

If this Agreement is extended beyond its Termination Date, any unused vacation days remaining as of the original Agreement Termination Date shall carry over and be credited to SMITH, up to a maximum of five days of carried over vacation time.

If SMITH is employed by the Town as the Director of Finance/Town Accountant on June 30, 2022 and if she has accrued but unused vacation days available as of June 30, 2022, then she shall be permitted to roll over up to 5 days of such accrued but unused vacation time into the fiscal year beginning on July 1, 2022 as of the Commencement Date of this Agreement.

#### **4.5 SICK:**

SMITH shall be entitled to certain sick time, with pay, during each fiscal year of this Agreement. Said sick time is as follows:

Beginning in the fiscal year that starts on July 1, 2022, and in each fiscal year thereafter, SMITH shall be entitled to 15 days of sick time. These sick time days shall accrue and be due to SMITH as of the first day of each fiscal year.

At the end of each fiscal year, any unused sick time may be re-categorized as Sick Bank Time for SMITH, up to the maximum allowable Sick Bank Time. No more than eighty (80) Sick Bank Time days may exist at any one time. Sick Bank Time may be used by SMITH as paid sick days consistent with the terms of this Agreement. SMITH must inform the Council President in the event that any time designated as Sick Bank Time is to be utilized.

Any sick days that do not become Sick Bank Time at the end of the fiscal year shall not be carried over into the next fiscal year.

Upon the termination of her employment hereunder, SMITH shall be entitled to receive no compensation for any accrued but unused sick days or Sick Bank Time.

If this Agreement is extended beyond its Termination Date, any unused Sick Bank Time and unused sick days remaining as of the original Agreement

Termination Date shall carry over and be credited to SMITH, up to a maximum of eighty (80) days of carried over sick time.

If SMITH is employed by the Town as the Director of Finance/Town Accountant on June 30, 2022 and if she has accrued but unused sick days (including unused sick bank days) available as of June 30, 2022, then she shall be permitted to roll over up to 80 days of such accrued but unused sick time as Sick Bank Time under this Agreement for the fiscal year beginning on July 1, 2022 as of the Commencement Date of this Agreement.

#### **4.6 PERSONAL:**

SMITH shall be entitled to three paid personal days during each fiscal year of this Agreement. These personal days shall accrue and be due to SMITH as of the first day of each fiscal year. At the end of each fiscal year, any unused personal days cannot be carried forward to the next fiscal year.

#### **4.7 HOLIDAYS:**

SMITH shall be entitled to all paid holidays available to full-time non-union TOWN employees. SMITH may use vacation, sick or personal time on days before or after paid holidays without loss of holiday pay.

#### **4.8 BEREAVEMENT; JURY DUTY:**

SMITH shall be entitled to the following paid Bereavement leave time:

- a. Five (5) consecutive working days off in the event of the death of SMITH's spouse, daughter, son, mother, father, sister or brother.
- b. Three (3) consecutive working days off in the event of the death of SMITH's grandparents, mother-in-law, father-in-law, grandparents of SMITH's spouse, or of a relative of SMITH or SMITH's spouse who is living in the household of SMITH at the time of death.

SMITH shall be entitled to the benefit of the following Jury Duty leave provision:

Upon submission of adequate proof to the Council President or the Town Manager and as permitted by law, when SMITH serves as a juror she shall receive from the Town the difference between her

salary and the compensation she received for such jury service, exclusive of any travel or other allowance. SMITH shall suffer no loss of pay, vacation leave or other benefits because of her jury service, except as required by law.

#### **4.9 PROFESSIONAL DEVELOPMENT:**

The TOWN COUNCIL recognizes the importance of ongoing professional development on the part of SMITH. The TOWN shall reimburse SMITH for the cost of membership fees and dues in professional associations, the cost of professional development conferences or seminars and the cost of subscriptions to professional journals and publications. The TOWN COUNCIL further agrees to reimburse SMITH for reasonable costs of travel, food and lodging directly associated with SMITH's membership and participation in certain professional associations and her ongoing professional development. These associations may include, but are not limited to, the Massachusetts Municipal Association and the Massachusetts Municipal Auditors and Accountants Association. Requests for reimbursement shall be submitted consistent with normal Town reimbursement procedures and may be reviewed by the Town Council.

The TOWN's responsibility to reimburse SMITH for costs associated with SMITH's membership and participation in professional associations and her professional development, as those activities are described in the preceding paragraph, shall not exceed Three Thousand dollars (\$3,000) in any year, calculated on a fiscal year basis.

#### **4.10 TRAVEL AND REIMBURSED EXPENSES:**

SMITH shall be entitled to reimbursement by the TOWN for reasonable TOWN-related expenses that she incurs during the term of this Agreement and for the use of her personal auto (said auto reimbursement will be reimbursed at the prevailing I.R.S. mileage rate for out of Randolph work-related travel). All such expense reimbursements may be reviewed by the TOWN COUNCIL.

#### **4.11 DISABILITY INSURANCE:**

The TOWN will pay fifty percent (50%) of the premium cost of a short-term disability insurance policy and a long-term disability insurance policy covering SMITH. The terms and the providing insurance carrier(s) of these

insurance policies must be mutually acceptable to both the TOWN and SMITH.

#### **4.12 INDEMNIFICATION:**

SMITH, as Director of Finance/Town Accountant, shall be indemnified by the TOWN as a municipal officer as per Massachusetts General Laws, Chapter 258, section 13, and any other applicable law, as follows:

##### **Chapter 258: Section 13. Indemnity of municipal officials**

Section 13. Any city or town which accepted section one hundred I of chapter forty-one on or before July twentieth, nineteen hundred and seventy-eight, and any other city which accepts this section according to its charter, and any town which accepts this section in the manner hereinafter provided in this section shall indemnify and save harmless municipal officers, elected or appointed from personal financial loss and expense including reasonable legal fees and costs, if any, in an amount not to exceed one million dollars, arising out of any claim, demand, suit or judgment by reason of any act or omission, except an intentional violation of civil rights of any person, if the official at the time of such act or omission was acting within the scope of his official duties or employment.

This act shall be submitted for acceptance to the voters of each town at an annual town meeting in the form of the following question which shall be placed on the official ballot to be used for the election of town officers at said meeting:—"Shall the town vote to accept the provisions of section thirteen of chapter two hundred and fifty-eight of the General Laws which provides that the town shall indemnify and save harmless municipal officers, elected or appointed, from personal financial loss and expense including reasonable legal fees and costs, if any, in an amount not to exceed one million dollars, arising out of any claim, demand, suit or judgment by reason of any act or omission except an intentional violation of civil rights of any person under any law, if the official at the time of such act or omission was acting within the scope of his official duties or employment?" If a majority of the votes in answer to said question is in the affirmative, said provisions shall thereupon take full effect, but not otherwise.



The TOWN represents that this provision of the Massachusetts General Laws has been accepted by the TOWN and agrees that the provisions provided above shall apply to SMITH.

This section 4.12 of the AGREEMENT shall survive the termination of this AGREEMENT.

## **SECTION 5 - GENERAL PROVISIONS**

- 5.1 Neither party may assign, transfer or otherwise dispose of this AGREEMENT or any of its rights hereunder or otherwise delegate any of its duties hereunder without the prior written consent of the other party, and any such attempted assignment or other disposition without such consent shall be null and void and of no force and effect.
- 5.2 Except as otherwise expressly provided in this AGREEMENT any decision or action by the TOWN relating to this AGREEMENT, or its operation, shall be made by a lawful vote of the TOWN COUNCIL.
- 5.3 This AGREEMENT is the entire agreement between the TOWN and SMITH regarding the subject matter hereof and supersedes any and all prior agreements, understandings, promises, warranties and representations, whether made orally or in writing. This AGREEMENT may be changed (amended, modified or terms waived) only in writing by the TOWN and SMITH by way of mutual consent.
- 5.4 This AGREEMENT is governed by, and shall be construed in accordance with, the laws of the Commonwealth of Massachusetts without regard to its choice of law rules and any dispute arising under this AGREEMENT shall be adjudicated by a Court sitting in Massachusetts.
- 5.5 Unless the parties expressly agree in writing to extend or renew this AGREEMENT, this AGREEMENT, and the employment relationship between the TOWN and SMITH provide for hereunder, shall terminate upon the expiration of the term hereof.
- 5.6 If there exists, now or in the future, any conflict between the terms of this AGREEMENT and any local Town personnel by-law, Town ordinance, Town rule or Town regulation, the terms of this AGREEMENT shall prevail.

**5.7 SEVERABILITY:**

If any clause, article, provision or section of this AGREEMENT or any amendments thereto should be determined to be unconstitutional, illegal, unenforceable or invalid by operation of law or by any Court of competent jurisdiction, the remainder of this AGREEMENT and any amendments thereto shall not be affected thereby, shall be deemed severable, and shall remain in force and effect.

- 5.8 Each person executing this Agreement warrants that he/she is authorized to execute this AGREEMENT on behalf of the party for whom he/she signs.
- 5.9 This AGREEMENT shall be binding on and will inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

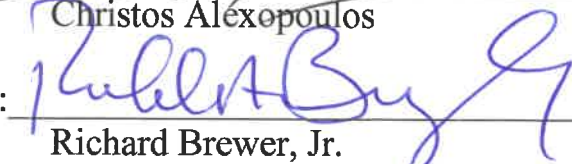
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**IN WITNESS WHEREOF**, the parties hereto have executed this AGREEMENT on the day and year first written above.

**TOWN OF RANDOLPH, acting by and through its TOWN COUNCIL,**

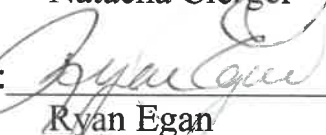
By:   
William Alexopoulos – President

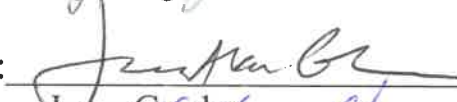
By:   
Christos Alexopoulos


By:   
Richard Brewer, Jr.

By: \_\_\_\_\_  
James F. Burgess, Jr.

By: \_\_\_\_\_  
Natacha Clerger

By:   
Ryan Egan

By:   
Jesse Gordon

By:   
Katrina Huff-Larmond

By:   
Janine Smith

**IN WITNESS WHEREOF**, the parties hereto have executed this AGREEMENT on the day and year first written above.

**TOWN OF RANDOLPH, acting by and through its TOWN COUNCIL,**

By: \_\_\_\_\_  
William Alexopoulos – President

By: \_\_\_\_\_  
Christos Alexopoulos

By: \_\_\_\_\_  
Richard Brewer, Jr.

By:  \_\_\_\_\_  
James F. Burgess, Jr.

By: \_\_\_\_\_  
Natacha Clerger

By: \_\_\_\_\_  
Ryan Egan

By: \_\_\_\_\_  
Jesse Gordon

By: \_\_\_\_\_  
Katrina Huff-Larmond

By: \_\_\_\_\_  
Janine Smith

**Council Order: 2023-012**

**Introduced by: Town Manager Brian Howard  
March 13, 2023**

**Project Prioritization List for Complete Streets Program**

To see if the Randolph Town Council will vote to approve the “Town of Randolph Complete Streets Program Prioritization Review” dated March 3, 2023.

**Explanation:** The Town of Randolph Complete Streets Priority List was compiled by the Town Council Public Safety Sub-Committee over three meetings. The Committee reviewed the Phase One Traffic Evaluation, Phase Two Traffic Evaluation, Rt. 28 Corridor Study, and previous Town Council Traffic Orders to determine which votes align with the Complete Streets Program, Cost Review of each recommendation, and the Complete Streets Evaluation Criteria. In addition, the committee met with Jeff Maxtutis of Beta Engineering and DPW Superintendent Chris Pellitteri. This would be Randolph's first prioritization application for the program, there are 288 communities currently in the program. The program works on a five-year funding cycle of \$500,000 over the five-year period. The list can be adjusted each cycle as needs and priorities can change. The images provided are for reference and are not a full design as that would occur after approval by the state. The deadline for application is April 1, 2023. BETA needs 10-14 days to complete the package to be sent to the state.



# Town of Randolph Complete Streets Program Prioritization Review

March 9, 2023

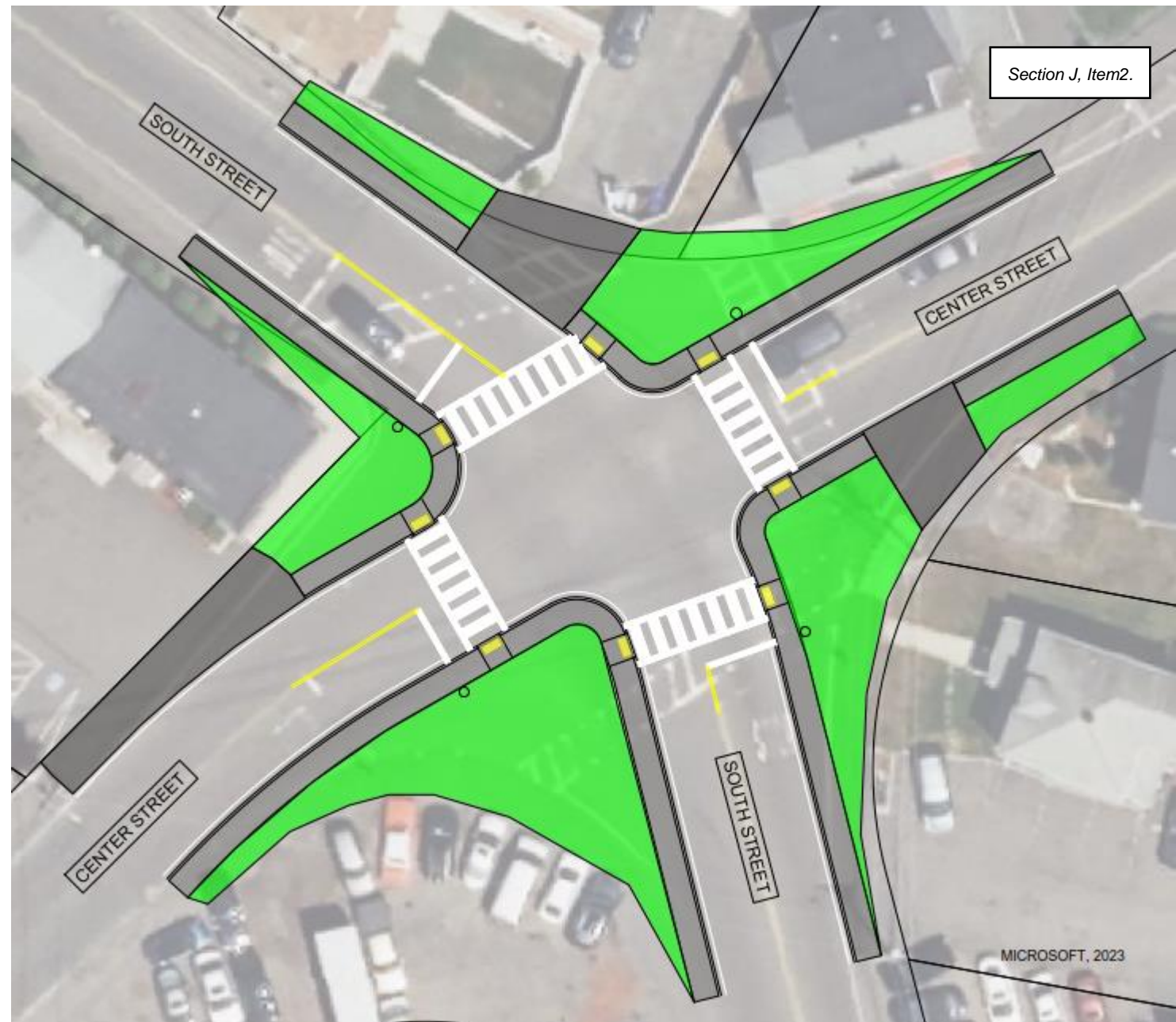


Section J, Item2.



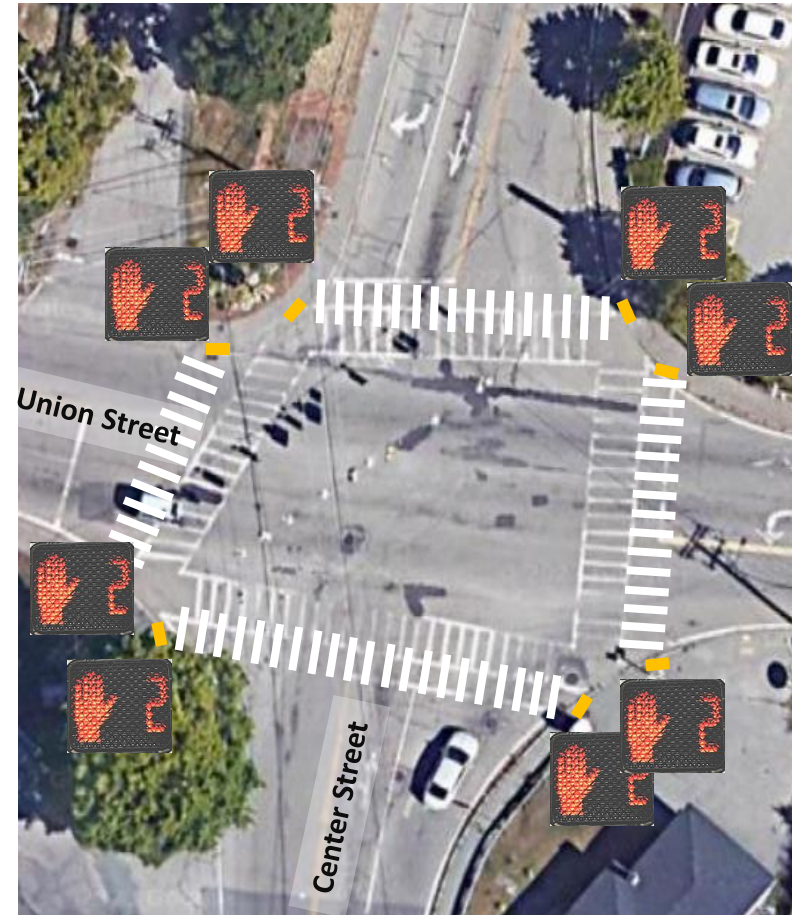
# 1. South Street and Center Street Intersection Improvement

- Realign and tighten intersection to improve traffic operations and safety
- Provide curb extensions to shorten pedestrian crossing distance
- Reduce turning radii



## 2. Union Street and Center Street Intersection Pedestrian Improvements

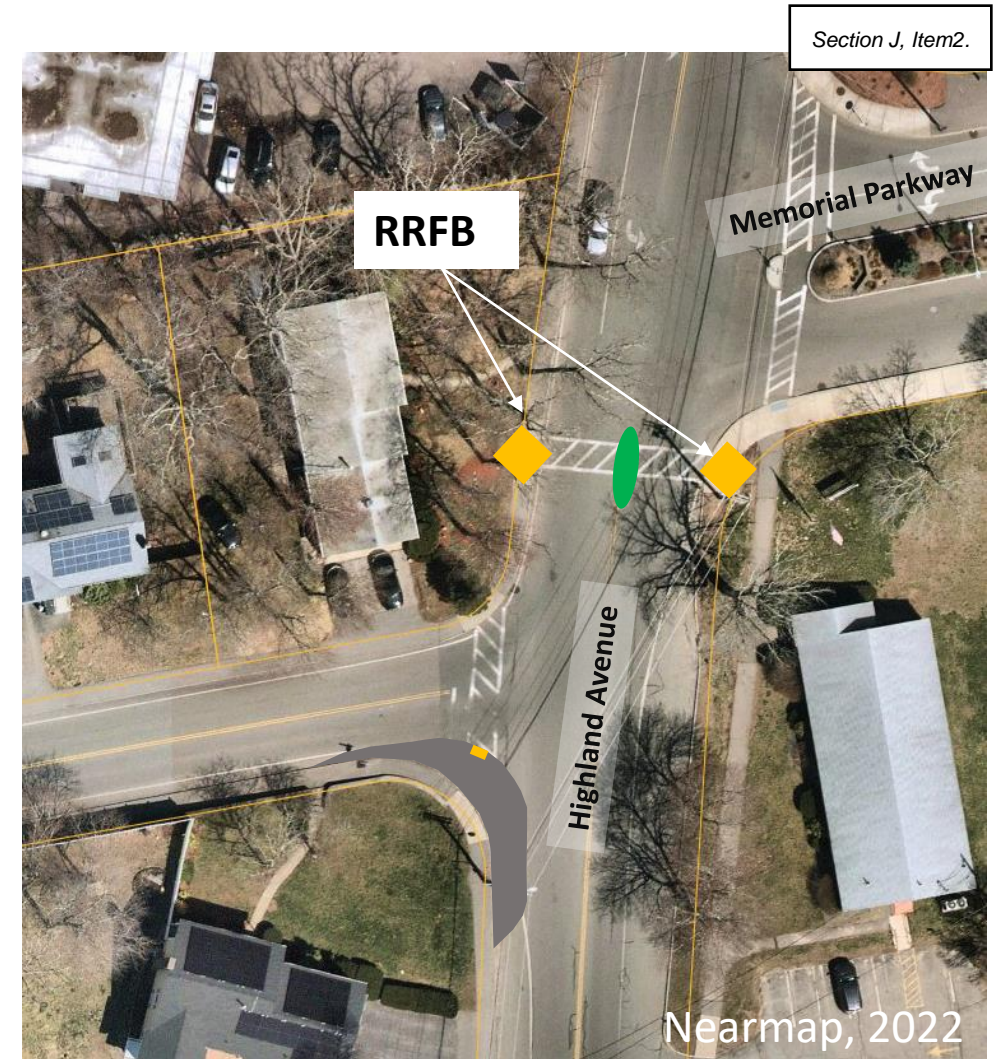
- Improve accessibility and pedestrian mobility
- Add pedestrian countdown and APS signals
- Reconstruct ramps and add detectable warning panels





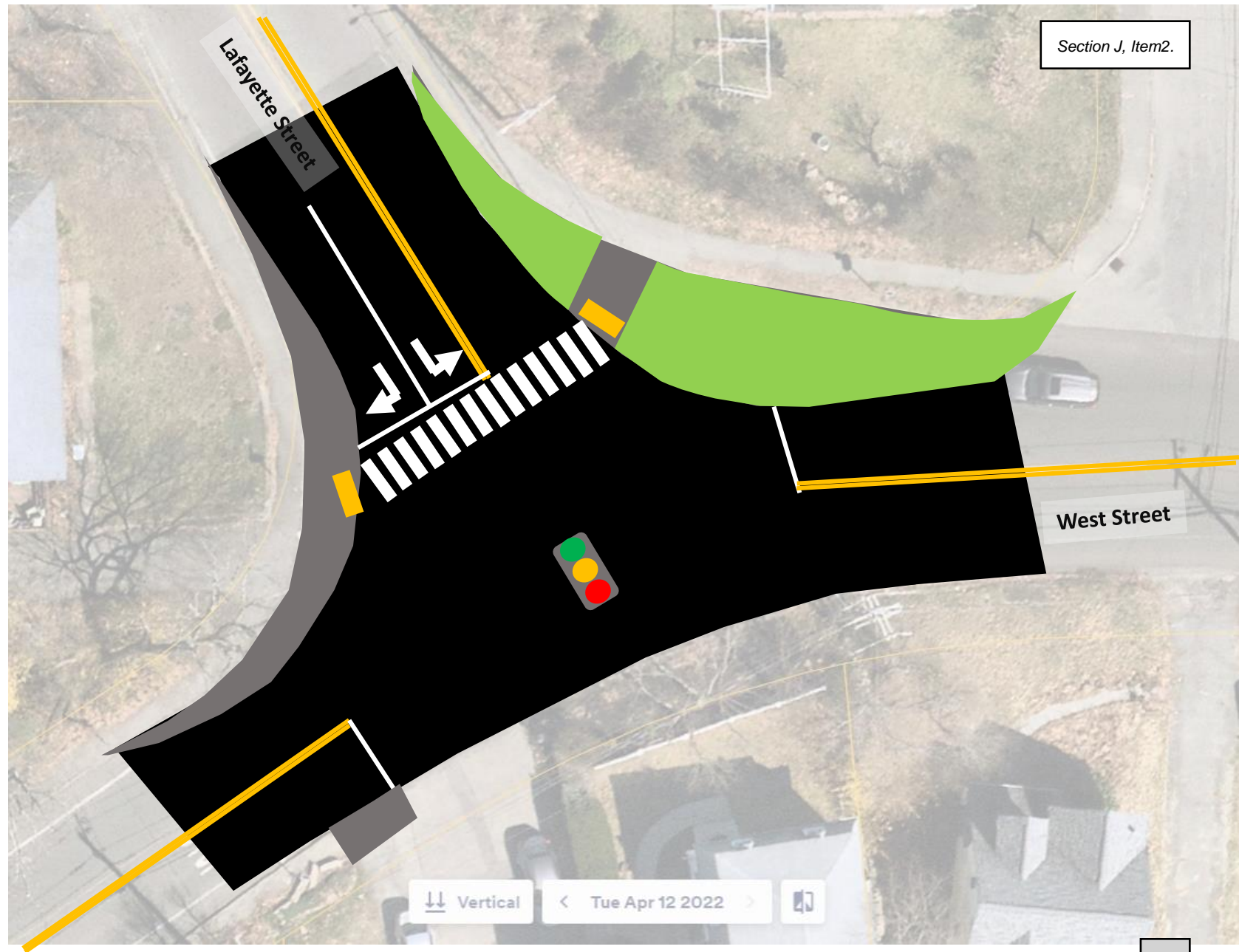
### 3. Highland Ave and Memorial Parkway Crossing Improvements

- Add RRFB and median island to pedestrian crossing
- Upgrade pedestrian ramps for ADA compliance



## 4. West Street & Lafayette Intersection Improvements

- Improve Pedestrian Mobility and Accessibility for people with disabilities
- Signalize Intersection
- Reduce turning radii
- Shorten crossing distance

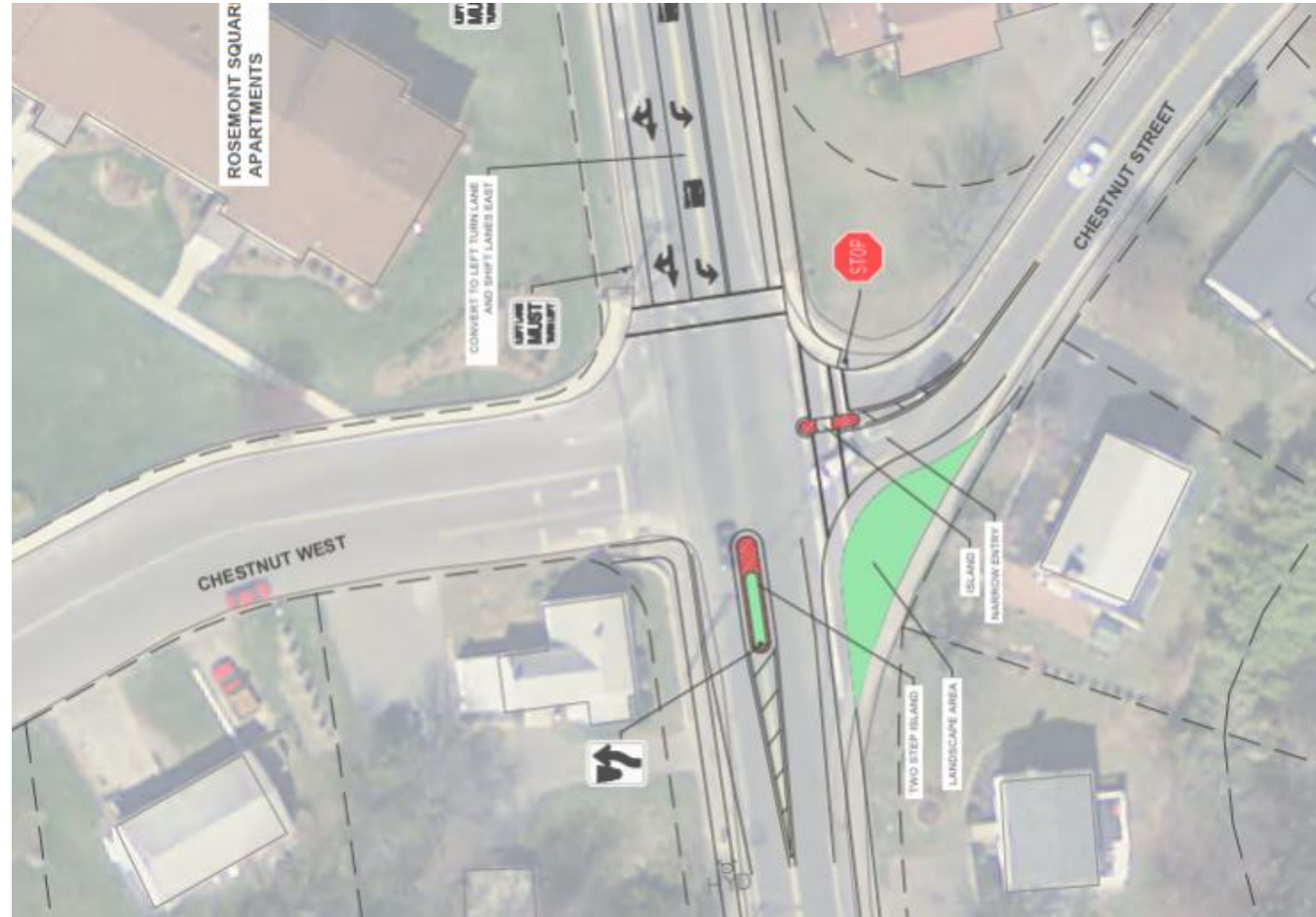




# 5. Chestnut and High Street Intersection Improvements

Section J, Item2.

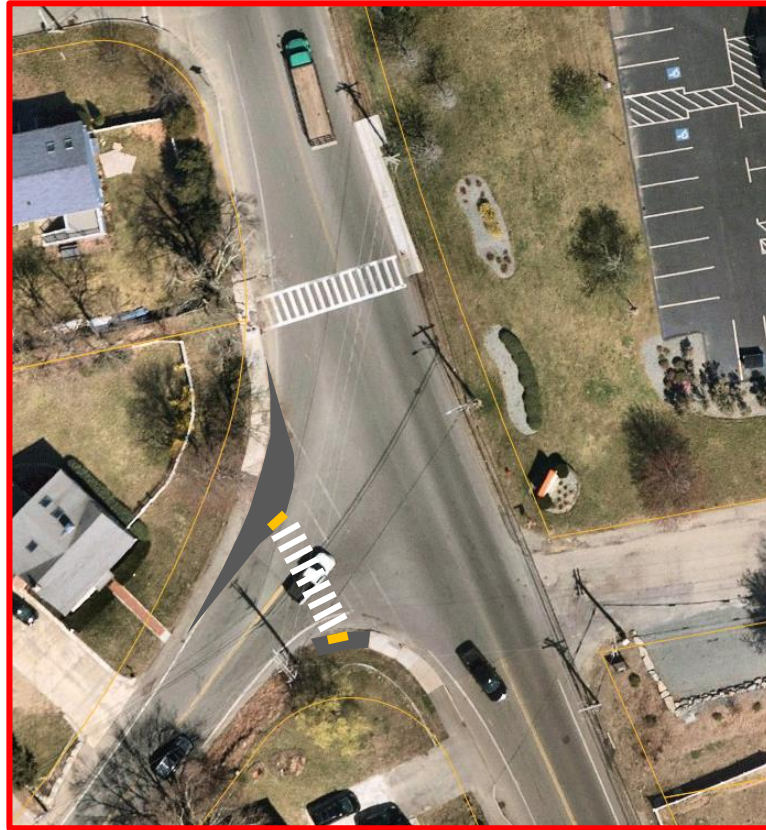
- Add RRFB
- Upgrade pedestrian ramps for ADA compliance
- Reduce east side crossing distance from 105 feet to 60 feet
- Reduce west side crossing distance from 70 feet to 43 feet





# 6. Oak Street Sidewalk and Intersection Improvements

- Construct/reconstruct 2,100 feet of 5-foot sidewalk on north side of Oak Street
- Add two new crosswalks at Devine Road and Paine Road
- Add northside curb extension and repaint crosswalk at North Street
- Add two speed feedback signs





# 7. Lafayette Street and High Street Intersection Improvements

- Realign as 90-degree T-intersection
- Reduce crossing distances across High Street
- Add pedestrian ramps
- Add new crosswalk across Lafayette Street
- Add two speed feedback signs



# 8. Highland Avenue and Cole Terrace Intersection Improvements

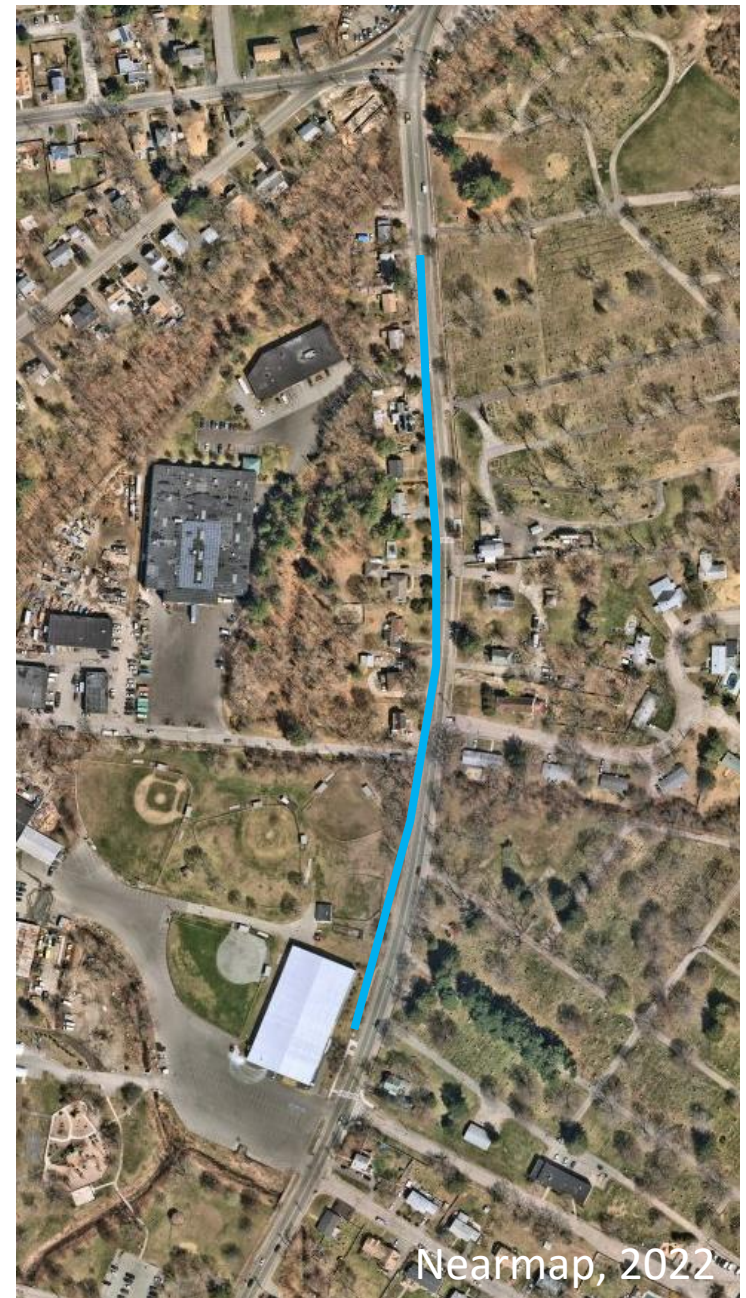
- Provide center pedestrian refuge islands on Highland Avenue
- Improves pedestrian safety
- Slows vehicle speeds and channelizes traffic





## 9. North Street Sidewalk

- Add sidewalk on west side from 368 North Street to Ice Arena
- Improve pedestrian mobility and connectivity
- Add two speed feedback radar signs



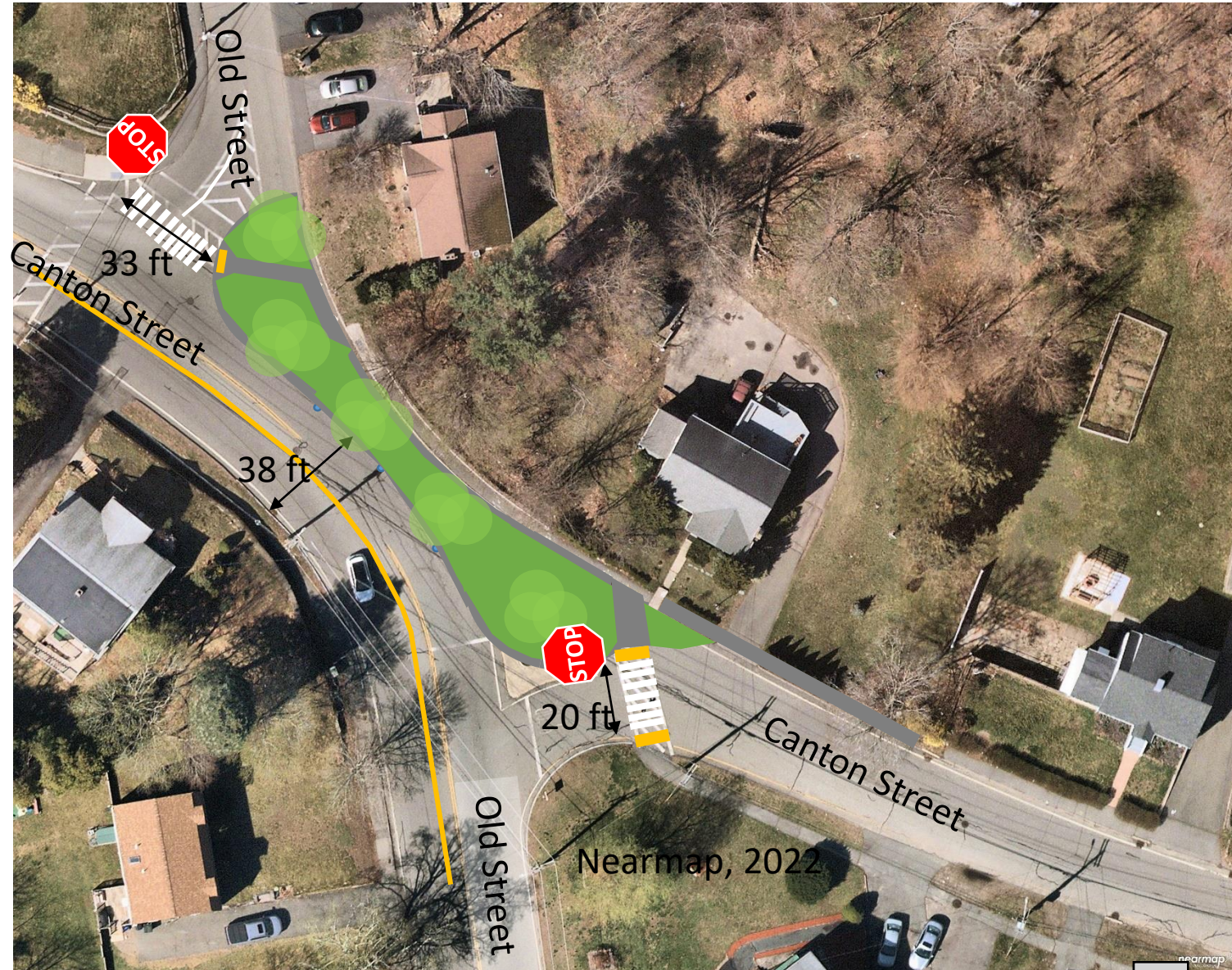
Section J, Item2.



# 10. Canton Street and Old Street Intersection Realignment

- Improve sight lines for turning vehicles
- Reduces longest crossing distance from 86 feet to 33 feet
- slow speeds near future school site
- Add two speed feedback signs

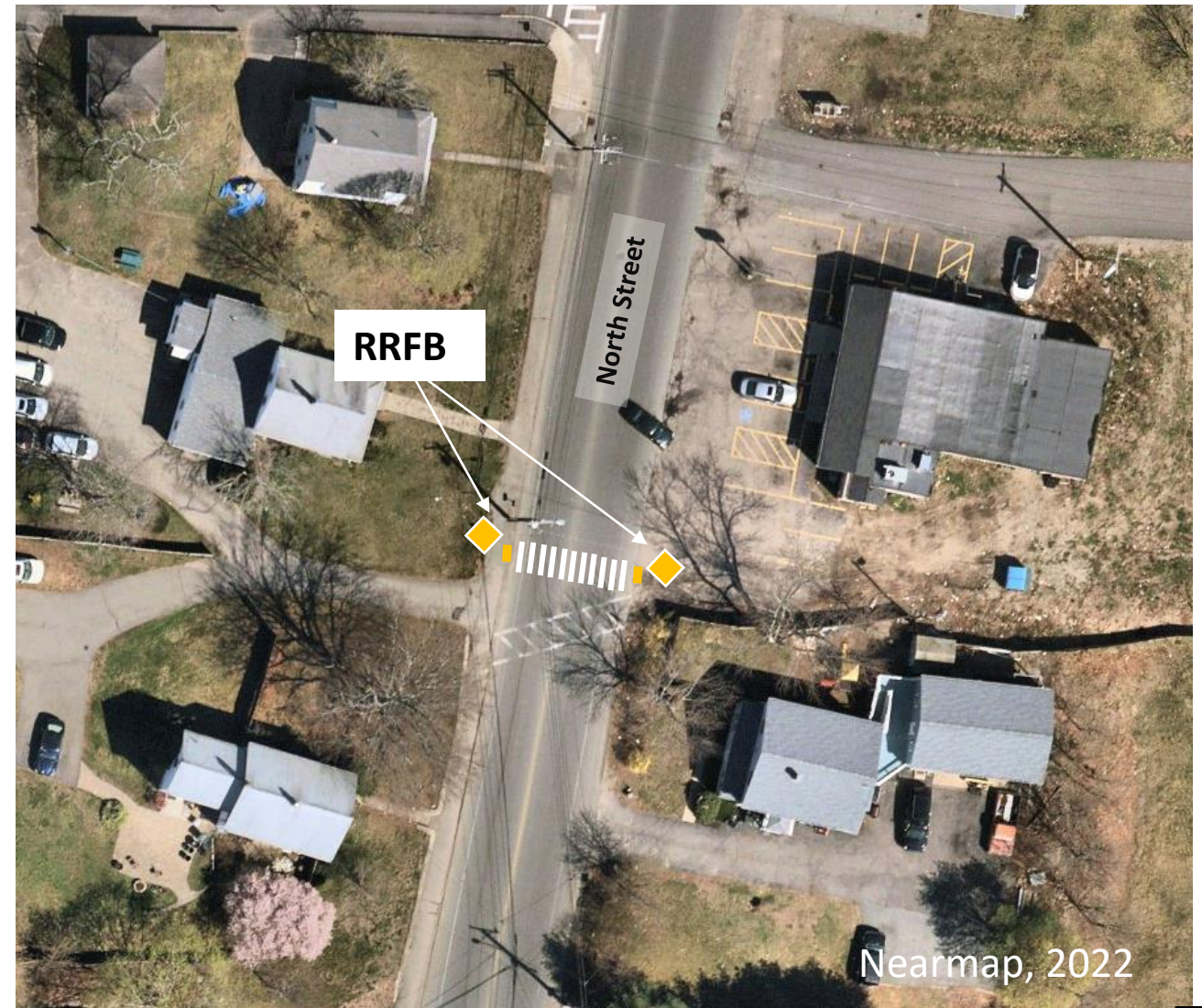
10





# 11. North Street and Colonial Liquors Intersection Improvements

- Realign crosswalk
- Improve pedestrian mobility and visibility by adding RRFB
- Improve accessibility for people with disabilities by adding ramps and adding detectable warning panels





# 12. Shared Use Path Improvements

Section J, Item2.

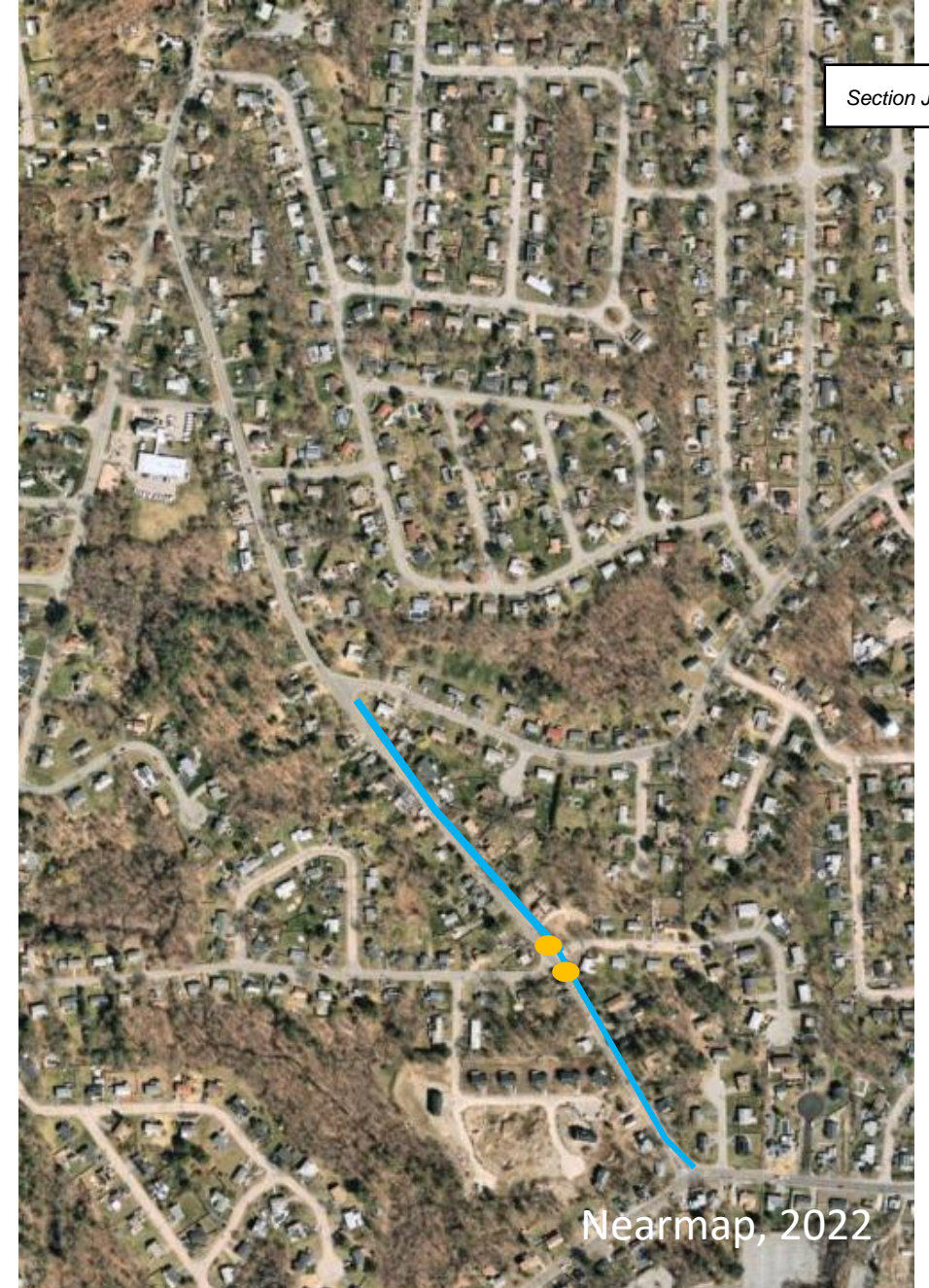
- Improve bike / walking mobility by paving and activating shared use path
- Add plantings and landscaping and solar powered lighting





# 13. Lafayette Street East Side Sidewalk From High Street to West Street

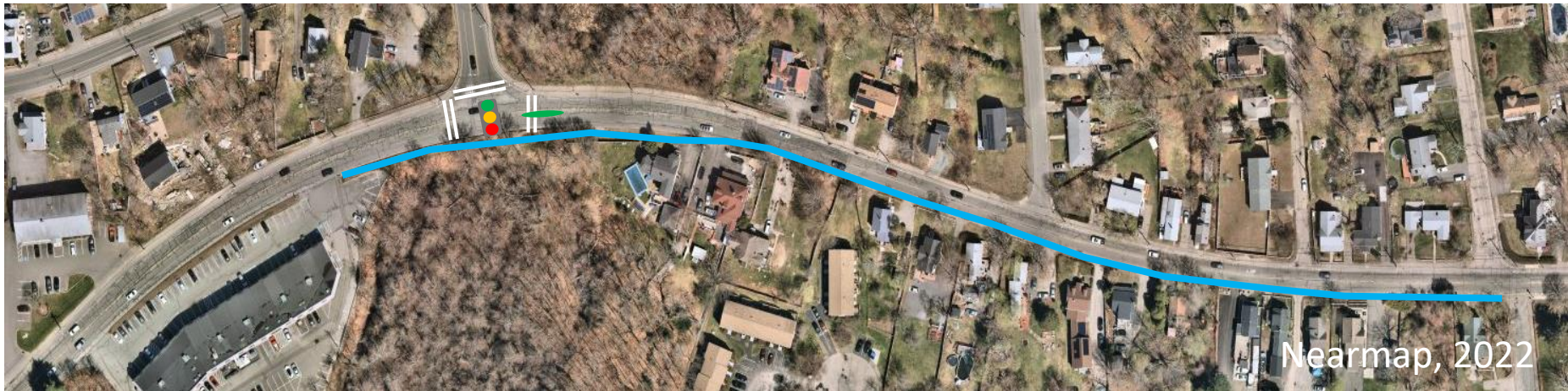
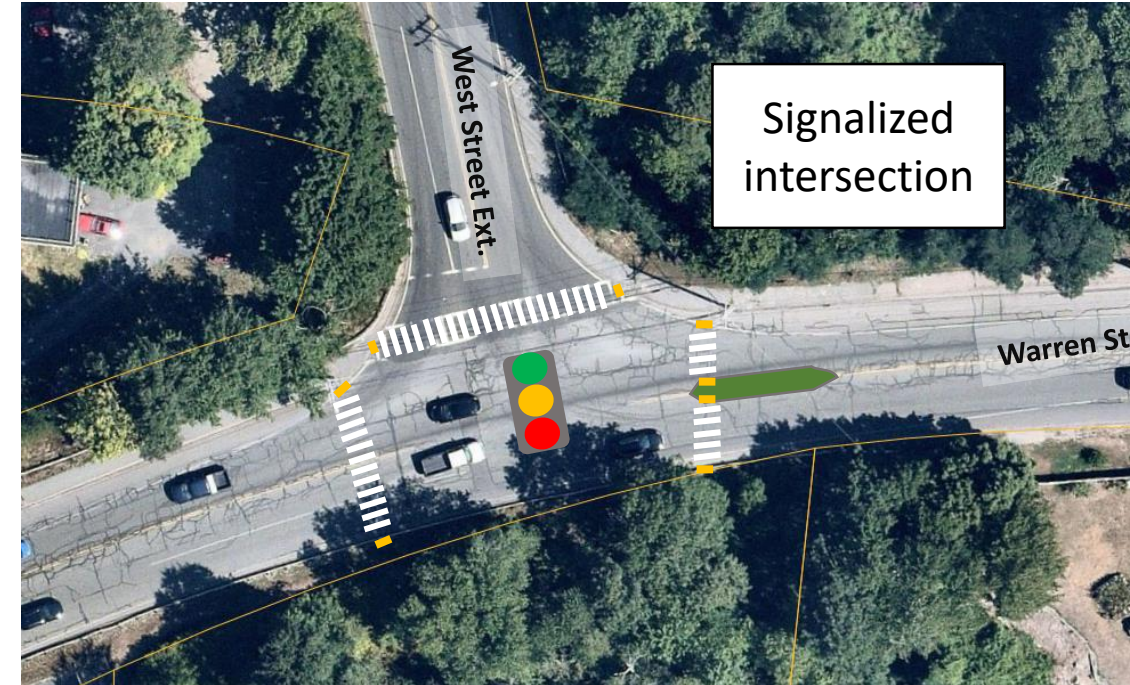
- Install 4–5-foot sidewalk for 1,650 feet on east side
- Add pedestrian ramps at Lisa Rd
- Improves mobility for people walking in the area
- Constraints: stone walls, mail boxes, utility poles
- Add two speed feedback signs





# 14. West Street Extension and Warren Street Crossing Treatment and South Side Sidewalk

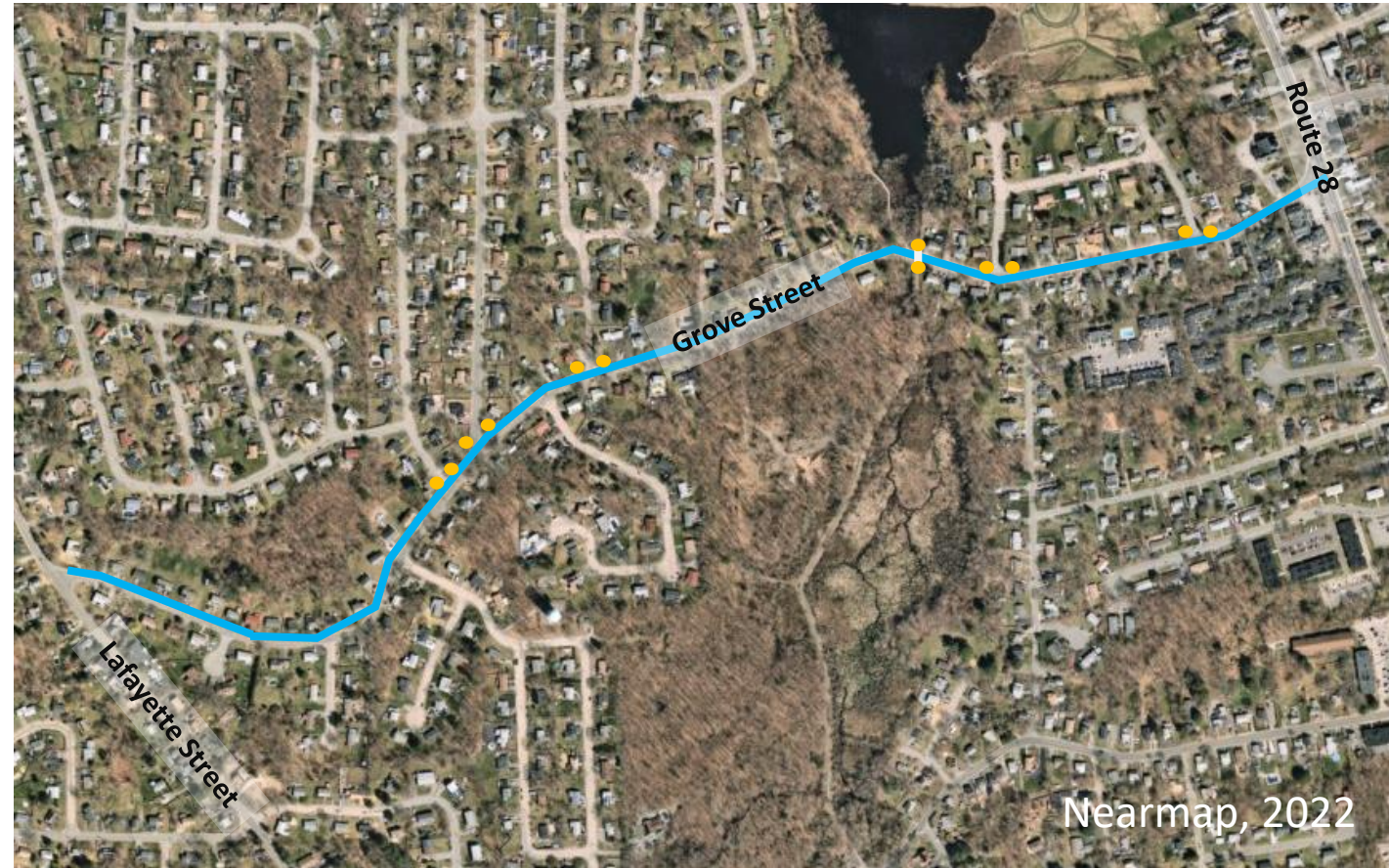
- Improve pedestrian and bike mobility
- Introduce formalized crossing with new signal and median island
- Add pedestrian ramps





# 15. Grove Street Sidewalk Reconstruction and ADA Ramp Installation

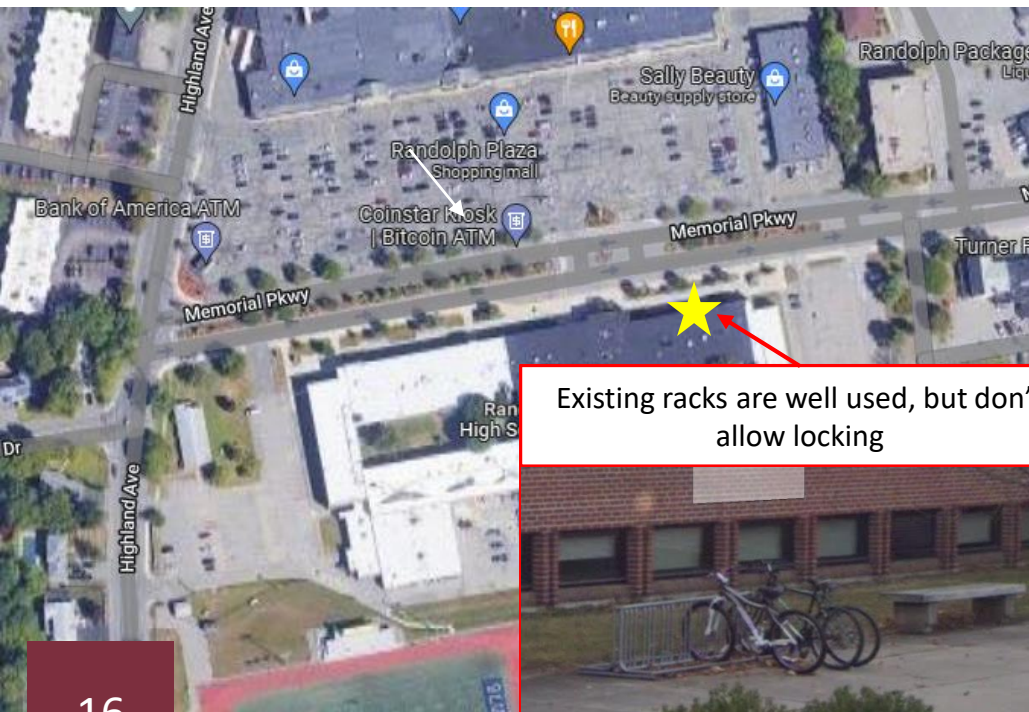
- Reconstruct existing north side sidewalk
- Upgrade 12 pedestrian ramps for ADA compliance
- Add two speed feedback signs





# 16. Bicycle Racks

- Town Hall, Library, High School
- Improve bicycle mobility





# 17. Lafayette Street East Side Sidewalk From Grove to High

Section J, Item 2.

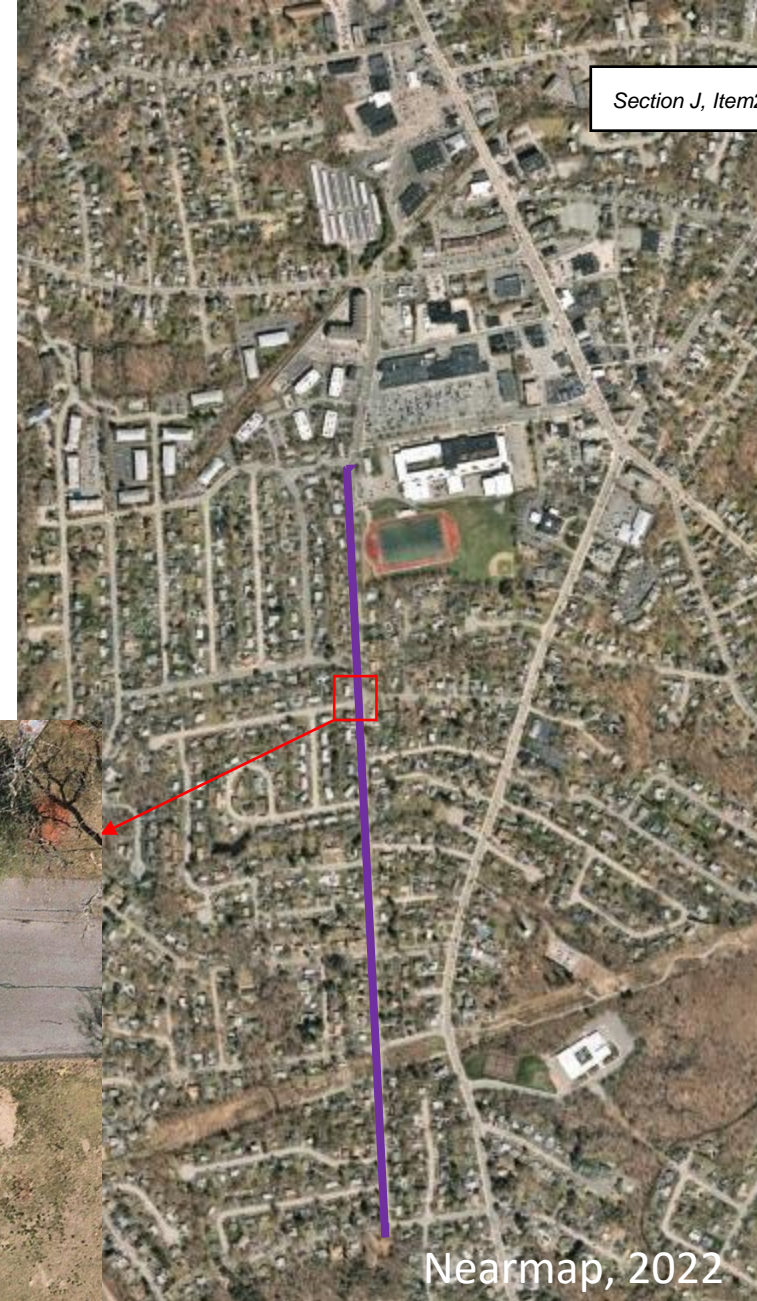
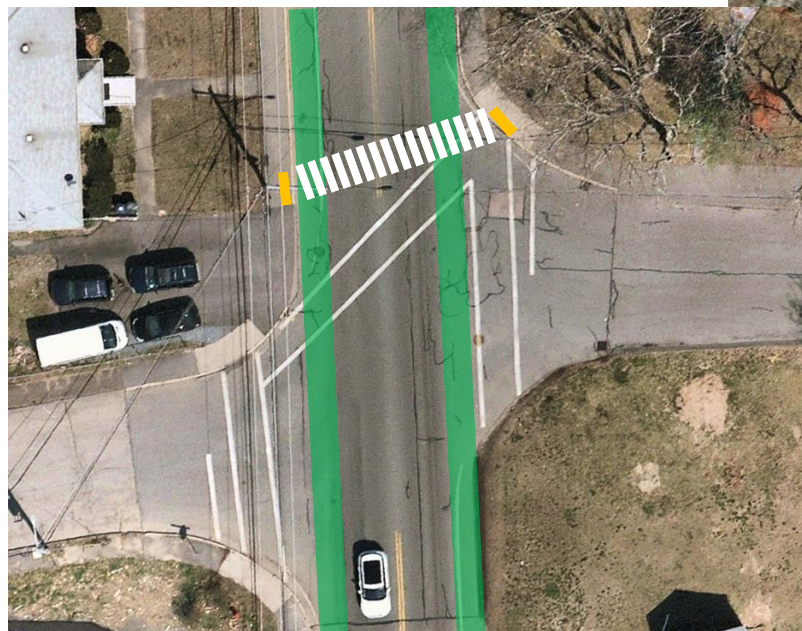
- Improve Pedestrian Mobility and Accessibility for people with disabilities
- Construct a 4'-5' sidewalk on east side to fill current gap
- Pedestrian ramps at Vine Street





# 18. Highland Ave Bike Lanes and Woodlawn Crossing Improvements

- Improve bike mobility by adding bike lane on both sides
- Realign crosswalk
- Shorten crossing distance at Woodlawn
- Add pedestrian ramps
- Add 2 speed feedback signs





# 19. High Street by Middle School Sidewalk, Shared Use Path, and Ramp Upgrades

- Improve mobility for people biking or walking
- Add visibility improvements to pedestrian crossing through RRFB
- Reconstruct pedestrian ramps and add detectable warning panels to better serve people with disabilities
- Add two speed feedback radar signs



# 20. North Street and Pleasant Street Intersection Upgrade

Section J, Item 2.

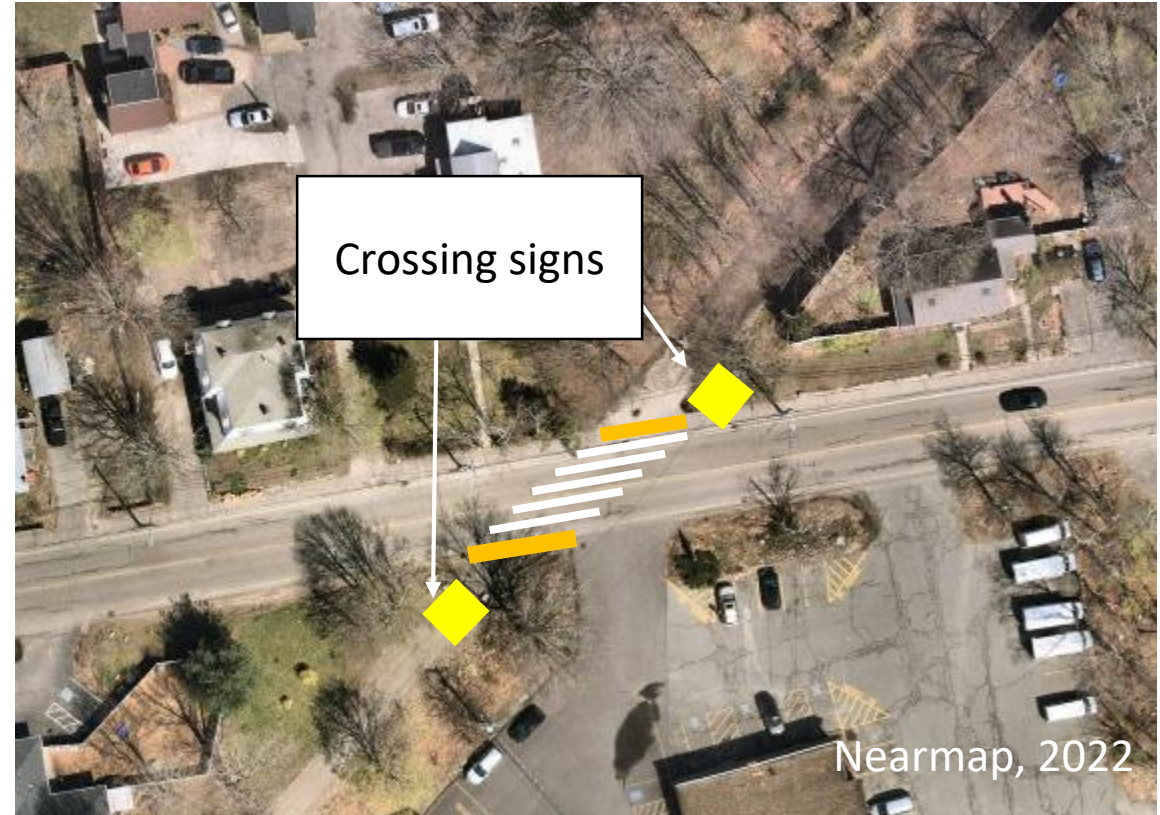
- Add pedestrian countdown and APS
- Improve pedestrian mobility
- Improve accessibility for people with disabilities at RHA by reconstructing ramps and adding detectable warning panels





# 21. Shared Use Trail Crossing at Pleasant Street

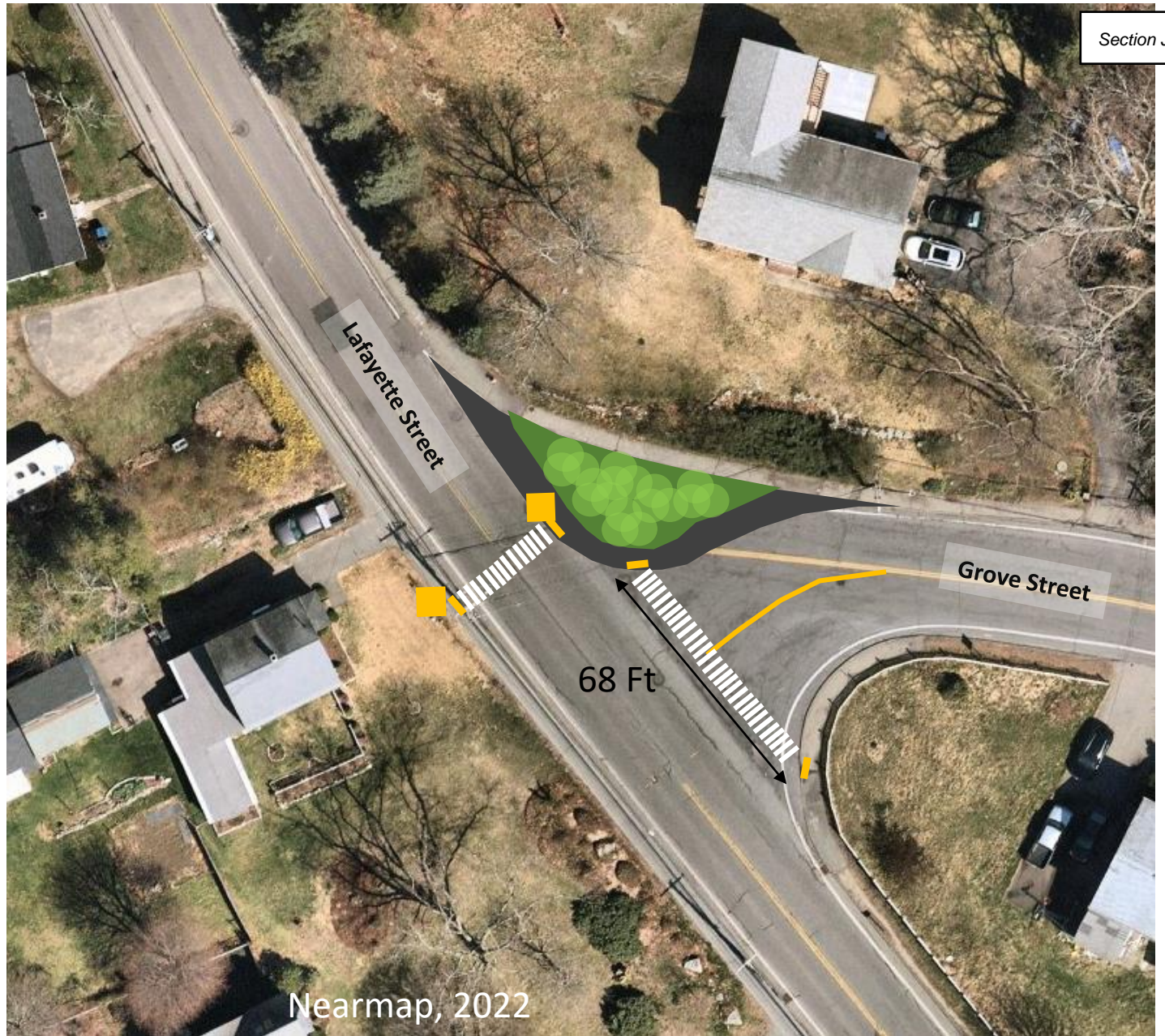
- Improve visibility of shared use trail crossing by painting crosswalk
- Add pedestrian ramps





# 22. Lafayette and Grove Crossing Improvements

- Add Crosswalk
- Improve sight lines for turning vehicles
- Bump-out and refuge island reduces longest crossing distance from 118 feet to 68 feet
- Add two speed feedback signs

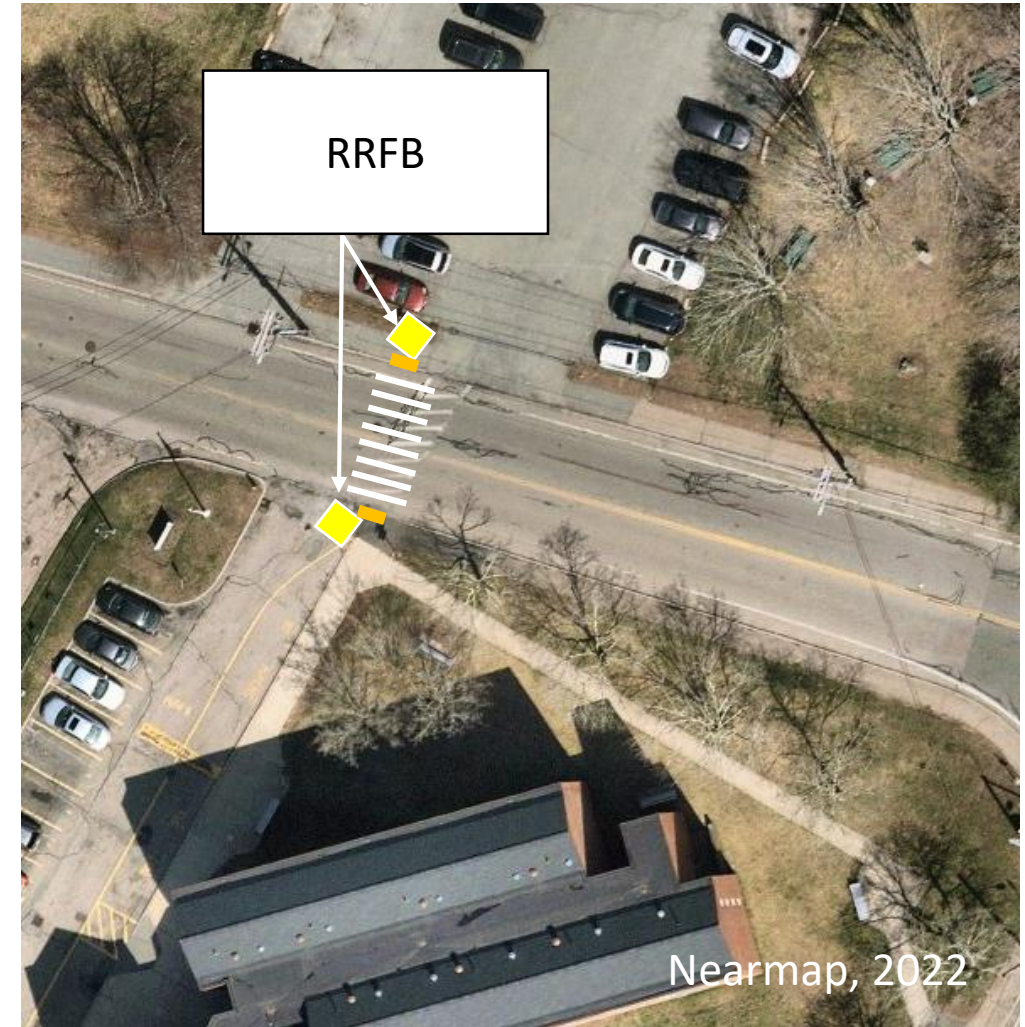




# 23. Pleasant Street and Decelle Drive Crossing Upgrade

Section J, Item2.

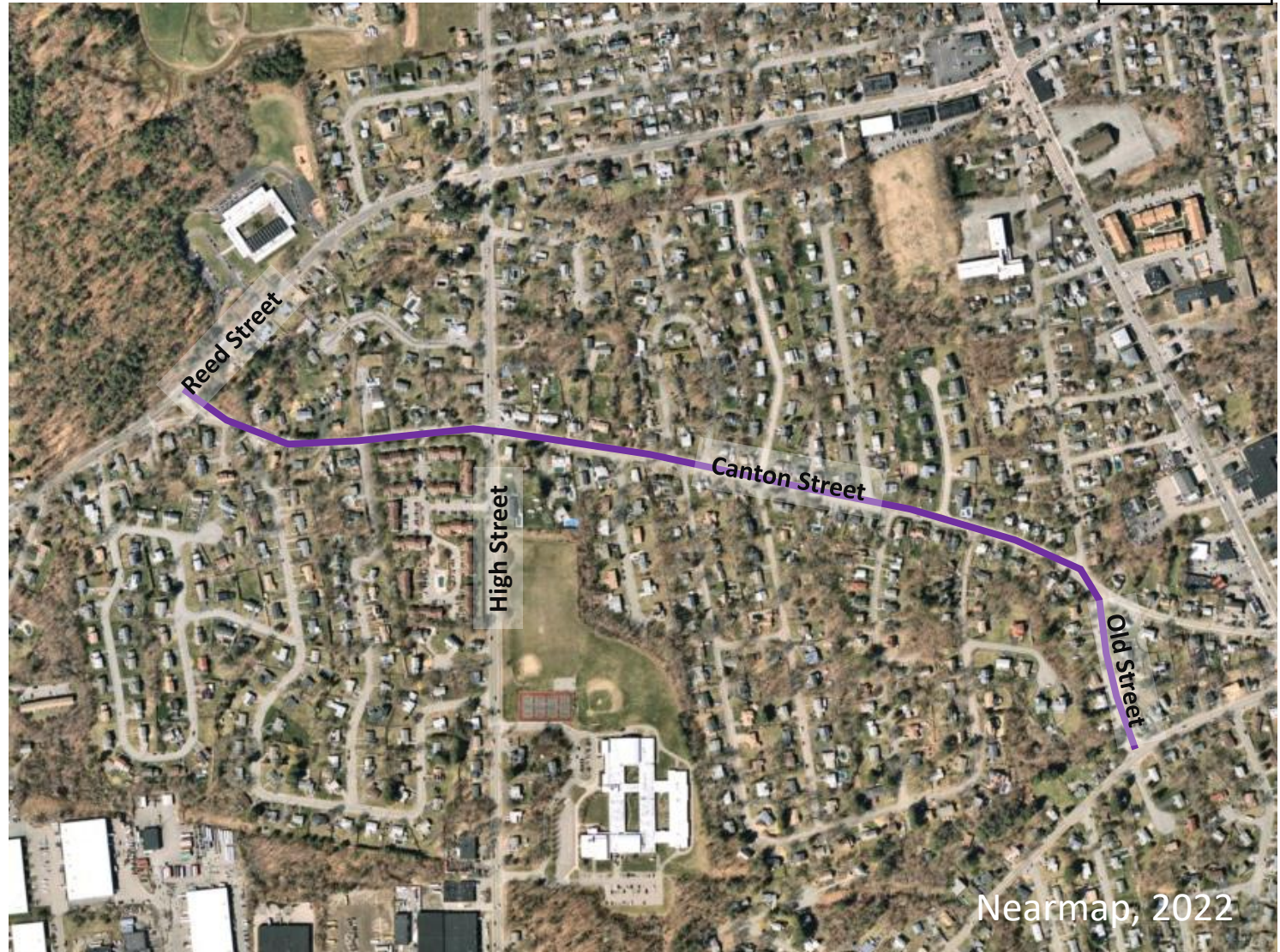
- Move crosswalk out of driveway
- Improve visibility of crosswalk at RHA by adding RRFB





## 24. Old Street / Canton Street Bike Lanes (from Reed Street to Chestnut Street)

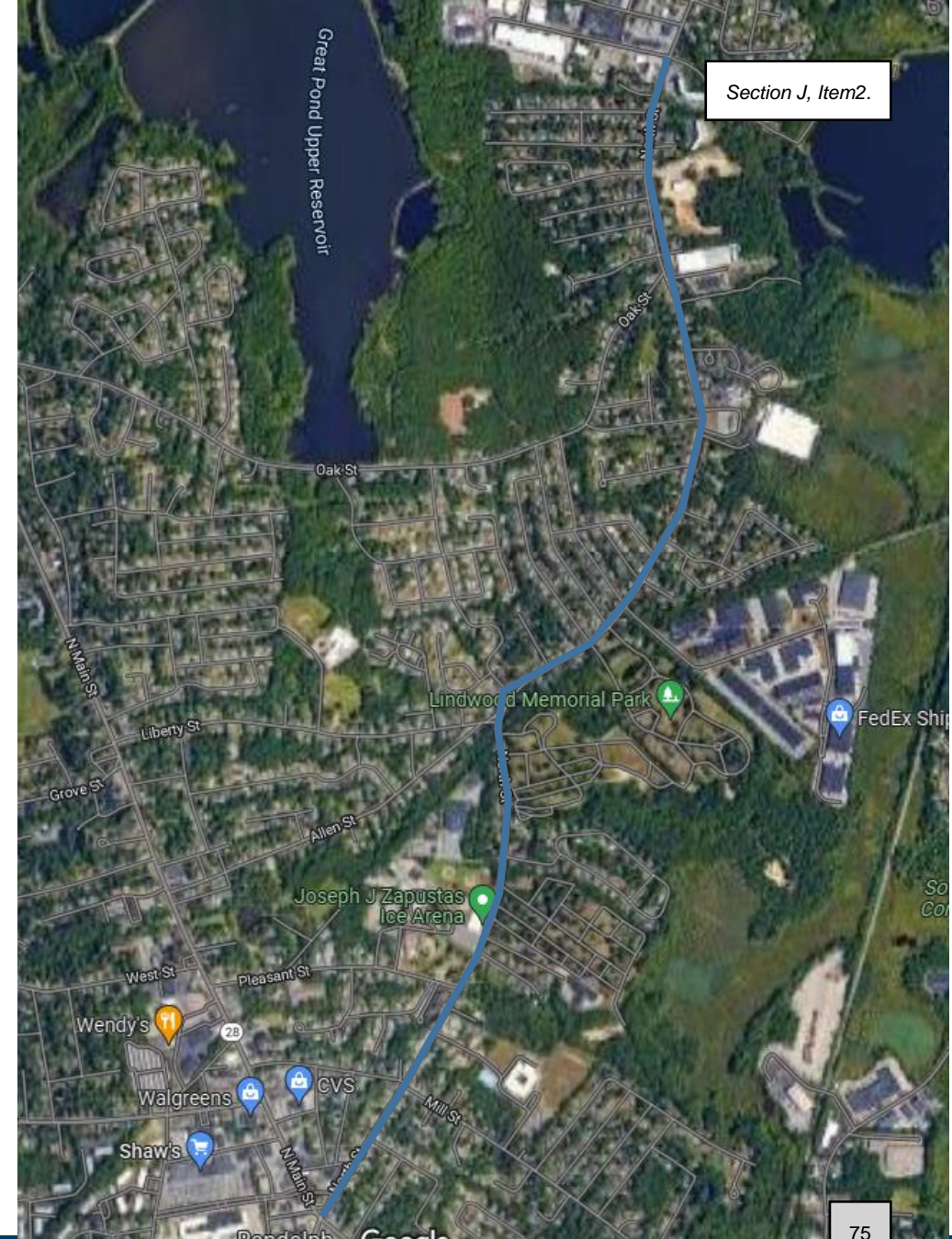
- Improve mobility for people biking by adding 5-foot bike lanes with a 2 foot buffer (where space permits) on both sides of road.
- Reduce lane width from 14-15 feet to 10-11 feet to lower speeds
- Existing roadway is between 30 feet and 36 feet wide with 14-15 foot travel lanes
- Add two speed feedback signs





# 25. North Street Bike Lanes

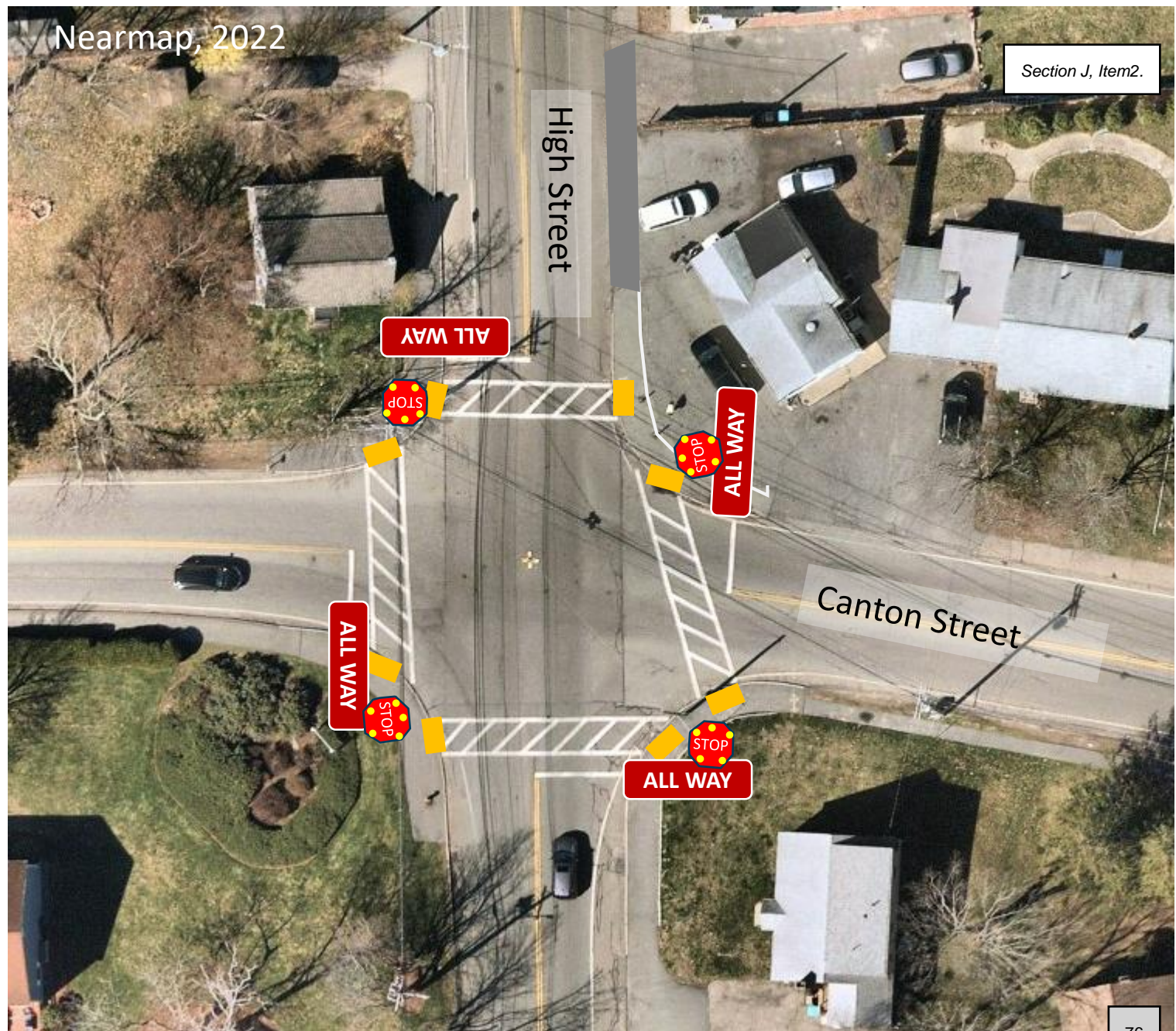
- Reduces travel lane width
- Improves bicycle connectivity for 2.2 mile stretch
- Add two speed feedback signs
- Add buffer at wide roadway sections





## 26. Canton Street and High Street ADA Improvements

- Add flashing stop signs. Improve accessibility through new ramps and detectable warning panels and level sidewalk
- New delineator curb between parking area and sidewalk
- Improve driver awareness with all way stop plaques





March 3, 2023

Town Council  
Town of Randolph  
41 South Main Street  
Randolph, MA 02368

Dear Members of the Council:

We are committed to keeping you and our customers informed about changes to Xfinity TV services. Accordingly, please note the following changes to the Xfinity Rate Card provided in your community:

- *Effective April 2, 2023, the monthly subscription for HBO and HBO Max will increase from \$14.99 to \$15.99 per month as a result of a recent increase in HBO and HBO Max programming costs.*

Customers are receiving notice of change in their bill. Please do not hesitate to contact me with any questions at [Catherine\\_Maloney@comcast.com](mailto:Catherine_Maloney@comcast.com).

Very truly yours,

*Catherine Maloney*

Catherine Maloney, Sr. Manager  
Government Affairs



The Randolph Intergenerational Community Center is Proud to Present An

# ALL-AGES SPELLING BEE TOURNAMENT

SATURDAY, APRIL 15TH 2023  
1PM-3PM



Randolph residents age 0-100+ encouraged to enter tournament!

Register by 4/1/23 at: [bit.ly/RandolphSpells](https://bit.ly/RandolphSpells)

Cash Prizes

1st Place = \$500	for all three age groups!
2nd Place = \$100	
3rd Place = \$50	

Generously Sponsored by the Paul K. Fernandes Foundation



LAW OFFICE



**KEVIN M. REILLY**

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19 South Main Street  
Randolph, Massachusetts 02368

Tel. (781) 961-7313

Fax. (781) 961-7343

[kreilly@reillyberch.com](mailto:kreilly@reillyberch.com)

February 28, 2023

Town Council  
Town of Randolph  
Town Hall  
41 South Main Street  
Randolph, MA 02368

Att: William Alexopoulos, President

**Re: 16 Fencourt Avenue, Randolph, MA  
Application for Special Permit**

Dear Mr. Alexopoulos and Members:

I am writing to provide you with an update with regard to the progress which has been made to date concerning the proposed Fencourt Avenue development.

As you are aware, we have had one meeting with the designated Plan Review Authority ("PRA"). Following that meeting and following on comments made during its course, we met with both DPW Superintendent Pelletieri and with Chief Cassford and Captain Austrino of the Randolph Fire Department. We have agreed to the primary request made by Superintendent Pelletieri, namely to upgrade the water service in the area of the development by completing a looping of existing lines so as to improve overall water flow.

Based upon the discussion with Chief Cassford and Captain Austrino, we have agreed to add an additional gated access to the development to better accommodate fire apparatus. We have also been able to increase green space behind the westernmost building on the site by way of a rearrangement of fire access to the rear of that structure.

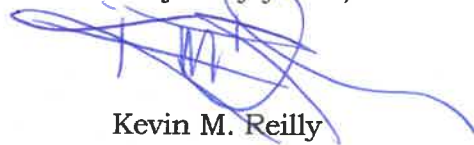
The development will be taken up by the Conservation Commission at its next Meeting. A determination by the Commission will finalize the buffer requirements and permit the adjustment of any structures or internal ways on the site as may be necessary.

Town Council  
Town of Randolph  
February 28, 2023  
Page Two

Assuming that the process with Conservation is limited to a single hearing and that its Decision is promptly forthcoming thereafter, we will then coordinate further meetings with the PRA and hopefully be in position to deal with any final concerns which they might raise.

Hopefully, this gives you a sense of where the process currently stands. I will provide you with some further update once we have completed our work before the Conservation Commission.

Very truly yours,

A handwritten signature in blue ink, appearing to read "Kevin M. Reilly", with a long horizontal flourish extending to the right.

Kevin M. Reilly

KMR:rk