



# TOWN COUNCIL MEETING

Monday, October 06, 2025 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:

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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. Public comments shall only be provided in person and shall not be provided remotely.

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

### B. Moment of Silent Prayer

### C. Approval of Minutes

1. Town Council Meeting Minutes of July 8, 2025 at 1PM

2. Town Council Meeting Minutes of July 8, 2025 at 1:15PM

### D. Announcements from the President

### E. Presentations

### F. Public Hearings

1. 6:15PM - Council Order 2025-072: Amendment of Chapter 176 of the General Ordinances of the Town of Randolph Concerning Vehicles, Junk and Unregistered

### G. Public Comments/Discussions

Public comments shall only be provided in person and shall not be provided remotely.

### H. Proclamations

**I. Appointments**

**J. Motions, Orders, and Resolutions**

**K. Town Manager's Report**

**L. Old/Unfinished Business**

**M. New Business**

[1.](#) Council Order 2025-075: Prior Year Unpaid Bills

[2.](#) Town Attorney Contract for FY26-FY28

**N. Correspondence**

**O. Committee Reports**

**P. Open Council Comments**

**Q. Adjournment**

Notification of Upcoming Meeting Dates

October 20

November 24

December 8



## Randolph Town Council

### DRAFT Meeting Minutes

**Meeting Date: Tuesday, July 8, 2025, at 1:00 p.m.**

**This is a virtual meeting. The Public is invited to attend this meeting remotely, by telephone or computer access.**

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

**Roll Call – Council Members Present:** Christos Alexopoulos (Via Zoom), Richard Brewer (Via Zoom), James Burgess (Via Zoom), Ryan Egan (Via Zoom), Jesse Gordon (Via Zoom), Kevin O’Connell (Via Zoom), Brandon Thompson (Via Zoom), Katrina Huff-Larmond (Joined Via Zoom at 1:10 PM).

**Council Members Absent:** Natacha Clerger

#### New Business:

#### 1. Council Order 2025-053: Appropriation From Stabilization Fund To School Department Budget for FY 2025

Town Manager Brian Howard introduced Council Order 2025-053. The Town Manager, Town Accountant/Finance Director Janine Smith and Town Attorney Christine Griffin provided additional information regarding the purpose of this Council Order. The legal advertisement was published in the Boston Herald on Friday, July 4, 2025. (Correction noted after the meeting that the legal advisement was published on Thursday, July 3, 2025).

Town Attorney Griffin: This is an appropriation; therefore, it requires two meetings for it to pass. The first meeting will be held at 1:00 pm (this meeting), and the public hearing will be held at 1:15pm. Town Manager Howard and Finance Director Smith have reviewed the numbers and they are requesting an amendment to the Council Order. As amended, Council Order 2025-053 would read:

#### **Appropriation from Stabilization Fund to provide for certain FY2025 School Invoices**

To see if the Randolph Town Council will vote to transfer and appropriate \$600,000 from the general stabilization fund to provide for certain FY2025 school invoices.

Councilor Burgess asked what the difference is from what was advertised.

Town Attorney Griffin explained that it is within the scope of what was advertised. The difference is that the original Order put the funds into the general budget, but this would put the funds into a specific

separate account that only FY2025 bills could be paid out of, and it also reduces the total amount of the appropriation from \$1.5 million to \$600,000.

Kevin O'Connell asked if the \$1.5 million is off the table.

Town Attorney Griffin: There's a lot of background that we can provide during the Public Hearing. But, procedurally, it will be cleaner to have the Council make a motion to amend the order, then have a discussion, if that is ok with the Council.

**Motion made by Councilor Egan to accept the amendment, as read by the Town Attorney, seconded by Councilor O'Connell.**

Roll Call Vote: 6-1-0 (Nays: Gordon; Absent: Huff-Larmond, Clerger)

Motion passes.

Councilor Burgess asked for a legal opinion about holding both meetings on this Council Order in one day.

Town Attorney Griffin: To vote on an appropriation, we must advertise in the newspaper, present it at one meeting and then vote on it at a second meeting. The Charter does not require any particular space or time between the two meetings. In my opinion, we comply with the Charter by voting on this over the course of two meetings. However, if the Council is uncomfortable with doing this all of this in one day and wishes to reschedule, we could re-advertise and do that. The reason we are acting so quickly is due to a shortened timeline to get end-of-year bills paid.

Councilor Burgess: I do not object and will not hold the meeting up. Vendors need to be paid. We need to be honest about the fact that we are just getting bills from September from the schools. However, I don't believe that this schedule is in the spirit of the law as it was written, or what the public expected when they voted on that section of the Charter.

Councilor Huff-Larmond entered the meeting at 1:10 PM.

Council President Alexopoulos: This is a pressing matter. We need to get vendors paid.

Town Manager Howard agreed with Councilor Burgess that this is not ideal, but feels it is necessary to get vendors paid.

**Motion to Adjourn:**

**Motion to adjourn made by Councilor O'Connell, seconded by Councilor Egan.**

Roll Call Vote: 8-0-0

Meeting adjourned at 1:14 PM

**Adjournment**



## Randolph Town Council

### DRAFT Meeting Minutes

**Meeting Date: Tuesday, July 8, 2025, at 1:15 p.m.**

**This is a virtual meeting.**

**The Public is invited to attend this meeting remotely, by telephone or computer access.**

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

**Roll Call – Council Members Present:** Christos Alexopoulos (Via Zoom), Richard Brewer (Via Zoom), James Burgess (Via Zoom), Ryan Egan (Via Zoom), Jesse Gordon (Via Zoom), Kevin O’Connell (Via Zoom), Brandon Thompson (Via Zoom), Katrina Huff-Larmond (Via Zoom), Natacha Clerger (joined the meeting late Via Zoom).

#### Public Hearings:

##### **1. Council Order 2025-053: Appropriation From Stabilization Fund To School Department Budget for FY 2025**

Council President Alexopoulos opened the public hearing for the Town Council Order 2025-053. This Council Order was introduced at the Town Council meeting on July 8, 2025 at 1:00 PM. At that meeting, it was amended to read as follows:

##### **Appropriation from Stabilization Fund to provide for certain FY2025 School Invoices**

To see if the Randolph Town Council will vote to transfer and appropriate \$600,000 from the general stabilization fund to provide for certain FY2025 school invoices.

Town Manager Brian Howard was accompanied by Town Accountant/Finance Director Janine Smith and Town Attorney Christine Griffin in providing additional information regarding the purpose of this Council Order. The legal advertisement was published in the Boston Herald on Thursday, July 3, 2025.

Town Attorney Griffin: This is a public hearing for Council Order 2025-053 to see if the Randolph Town Council will vote to transfer and appropriate \$600,000 from the general Stabilization Fund to provide for certain FY2025 school invoices.

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

1. Joe Burke, 54 Hill Street: Why are we giving the \$600,000 to the schools? They made a mistake, last year they made a bigger mistake and every year we keep giving them money. The

Town raised our water and sewer fees and yet you give away \$600,000 leaving taxpayers out on a limb. I would give them nothing. Let the vendors take us to court and get it out in the open about how they mismanage money at the School Department. Your tax classification is coming in November and there will be another increase on us, yet you give \$600,000 like its pocket change and close to \$4 million last year to bail them out. It's getting out of control.

There were no more public comments. Council President Alexopoulos closed the public comments portion of the public hearing and opened it to the Council for comments and questions.

Town Manager Howard wanted to provide the Council with some context and called up a spreadsheet provided by the School Committee from their joint meeting with the Town Council, indicating that there was no deficit in the School Department general operating budget. The Town Manager indicated that the Town feels there is a deficit in that account until all of the journal entries are completed, but some on the School side felt this spreadsheet alone should clear that up. According to Mass General Law the deficit exists until the journal entries are completed. Outstanding bills totaled approximately \$2.1-2.2 million. The proposed \$1.5 million appropriation was proposed with the intent to fill the gap in journal entries recorded. Finance Director Smith, where do we stand with journal entries?

Town Accountant/Finance Director Smith: To date, I have received just over \$2 million dollars in journal entries. I have been able to review and post just over \$1.6 million dollars in entries. There are two entries that are missing information, that have not yet posted that total about \$400,000.

Town Manager Howard: The requested funds I would seek from the Council would be \$600,000 to make up the gap in what has not been posted. However, I note that, at this time, the Schools are continuing to enter POs that are going way beyond that \$600,000 number.

Councilor Burgess: Are these unpaid bills at this point?

Town Manager Howard: We are trying to determine that now, but the newer ones appear to be tied to May and June bills. They certainly appear to be above and beyond the \$2.2 million shown to us at the joint meeting between the Council and the School Committee, which has been discussed for months. I feel further action is going to have to be taken. The Council offered to hold a special meeting to process them as unpaid bills, but the Schools declined because they felt the funds would not come back quickly enough through the Free Cash process in the fall. My fear now is that anything past the \$2.2 million is going to have to be processed as an unpaid bill. Assistant Town Manager Monica Lamboy and Town Accountant/Finance Director Smith have been trying to assist. It's very concerning that there is a gap when we have been told all along there wouldn't be.

Councilor Huff-Larmond: We knew we had a deficit as the result of bills from the joint meeting with the School Committee, but now it sounds like that number has changed. Could we ask the schools about this different number and additional charges so we have some clarity? With regard to the additional vouchers, did we know that these were coming down the pipeline?

Town Manager Howard: At no point was it communicated to me by anybody that there would be anything greater than the \$2.2 million. In fact, in a conversation with the Superintendent, the Finance Director and the Chair of the School Committee, we stated what we thought the number would be, and

the School said no, they thought the number was going to be a lot lower, and clearly that is not the case. The will of the Council, myself and the Finance Director is to get vendors paid.

Town Manager Howard asked the Finance Director to walk the Council through the next steps if the \$600,000 is approved today.

Town Accountant/Finance Director Smith: If the Council chooses to approve the vote for \$600,000, it is going to be an appropriation outside of the school operating budget. Therefore, we would no longer be having a conversation about a current deficit position in that account. The Town Accountant no longer has to hold invoices against the school budget. It will be posted to a new account tied to this specific Council Order for \$600,000. I'll then be asking the School Finance Director to identify a list of bills they would like us to pay from this \$600,000 that we can process this week, if we get the information from them. My office will take care of updating the entries that have already been made and putting them into the right general ledger account. But, if the appropriation goes into the School budget directly, a deficit still exists in that account, and we would not be allowed to pay invoices from that account while it is in a deficit, so this is a workaround. We discussed possible solutions, but when crossing fiscal years, not every option was attractive to both sides. Whatever else is remaining will be an additional conversation.

Councilor Gordon: First, I think we should summarize the first meeting, because I believe Councilor Huff-Larmond did not hear what our vote was, what it meant, and the rationale behind it. I agree that we want to get vendors paid. It seems to me we can only pay fewer because we cut the amount available via that vote.

Town Manager Howard: I want to make it clear that we did not cut the number. We initially created the \$1.5 million Council Order because we didn't know at the time we posted the meeting how many journal entries the Finance Department would be able to process. Because they have been able to process \$1.6 million in entries and the deficit is \$2.2 million, we only need \$600,000 to accomplish it. On top of that, we have learned that additional entries are being placed into MUNIS above and beyond that amount, which cannot be paid out of this. The Council has a meeting on Monday and could discuss it. We made a commitment to get us in balance and get the bills paid, but it appears that the numbers won't necessarily get us in balance.

Councilor Gordon: What I hear is that we reduced the flexibility we have by cutting that number to the bare minimum, and I voted no accordingly. It is the clear will of the Council to pay all of the bills. I understand there is a lot of work to be done to get this done cleanly and legally, but we want to make sure everyone is working together to get it done. I don't see that the will is reflected by cutting the amount available. I support transferring the \$600,000 to the special fund and would have supported additional funds.

Councilor O'Connell: The original deficit was \$2.1 million. It went down because some of the bills got processed. Now we're changing it to \$600,000 because more bills were processed. Is there a chance that the \$600,000 could get processed, and we don't even have to be here right now?

Town Accountant/Finance Director Smith: The School operating budget is currently in a deficit position, and by law, we cannot allow invoices to be processed from that account. The Schools declined

a special meeting with the Town Council last week, so I met with the Town Manager and Town Attorney on Friday to share my concerns that I would not get through all of the \$2.1 million journal entries received, given these are the two busiest weeks of the year for my office, crossing the fiscal year. We came up with this option to close the gap representing the journal entries that I have not been able to post. In theory, this should bring the operating budget to zero, or slightly into the black. What we have learned is that the School is entering invoices over and above that, creating a new deficit that has not been dealt with in any way. This was the solution, to appropriate \$600,000 outside the school operating budget, so we can at least start paying the vendors. Then, we would need a follow up meeting to address what would be called unpaid bills because they are from FY2025. If the Council wishes to approve it, those could get paid out next Thursday.

Councilor O'Connell: This new information for bills above and beyond the \$2.1 million, is that part of what we are doing here today, or just concentrating on what is in front of us?

Councilor Burgess asked Finance Director Smith to clarify the rules of the Department of Revenue with regard to paying bills when the fiscal year ends.

Town Accountant/Finance Director Smith: Finance laws allow us to process warrants, payroll and year-end transfers for FY2025 up until July 15. My office sends out information to departments in advance with instructions and deadlines to follow to ensure the bills are charged to the correct fiscal year. In order to pay those bills, there needs to be available budget. Once the two special warrants get processed, communication is sent out to departments saying whatever you have in hand now is an encumbrance. The only way encumbrances are approved is if there is available budget, then they are usually paid out the following week. For Town departments, because finance laws allow year-end transfers through July 15, we are able to address some projected deficits and expense lines. We routinely remove bills from Town batches, just the same as we have had to with School batches if there is no budget available.

This has become challenging, because prior to June 30, Free Cash was part of the conversation and could be appropriated for any legal purpose. Once we cross June 30, free cash is no longer available until it's certified again in the fall. We brainstormed possible solutions to get the bills paid as quickly as possible, and the first thought was to have a joint meeting and deem these unpaid bills from FY2025. The School had no desire to do that. Then, we decided to rely on journal entries to bring the School back into the black. I voiced concern that we would not be able to post some of the journal entries as quickly as we needed them, so the \$600,000 fills the gap until I can post the remaining journal entries. The problem is, the School continued to enter invoices into our system which is creating a new deficit.

Councilor Brewer: I understand that we were probably going to be reimbursed for the \$600,000, but if the Schools are still taking in invoices and processing them above and beyond that, does that mean they are actually out of money right now? And, that we won't get reimbursed for anything else we might do to help them?

Town Manager Howard: We originally created this Council Order to get us through the \$2.1-2.2 million in journal entries. It has since become clear that they have bills above and beyond that.

Councilor Burgess: So that number they gave us is wrong?



Town Manager Howard: The original intent was that we use this to get through the \$2.1-2.2 million to finish the journal entries. Then, the difference would wash out in free cash, and would be put back into the Stabilization Fund next year. You are correct, Councilor Brewer, that based on what we know at this moment, there will probably not be a reimbursement now of that \$600,000. We are going out to bond in September or October and we will have trouble explaining why that is not coming back through traditional free cash and that's problematic. When we called for this meeting it was to get us between the \$2.2 million we knew of from the School's spreadsheet to what the Finance Director had done as journal entries which is 1.6 million. The \$600,000 is the balance of remaining journal entries.

Town Accountant/Finance Director Smith: With the additional invoices or purchase orders that the school has entered since the original conversation, it results in a new deficit of \$1.3 million. Even if we posted all the journal entries, we would not be allowed to pay invoices this week from the School budget, so this is a work around to get vendors paid.

Councilor Thompson asked if the specific dollar amount of \$600,000 is the amount we have precise accounting for, in terms of vendors that need to be paid?

The Town Attorney Christine Griffin offered to provide an explanation of what has transpired.

Town Attorney Griffin: My understanding is that the Schools have multiple accounts they can pay bills out of, but the main account that their bills are paid from is their operating budget, which gets appropriated to them annually by the Council. In the Spring of 2025, the Town Accountant was projecting the Schools' main operating account would be in a deficit of \$2-4 million dollars at fiscal year-end. Once the Town Accountant/Finance Director became aware of this, under Massachusetts State law, she was no longer allowed to continue paying bills out of that account. The Schools could still pay bills from other accounts, but the operating budget account had to be frozen.

What we were told at the joint meeting between the Town Council and the School Committee was that they were going to go through the journal entry process, where you ask the Town Accountant to transfer invoices into other accounts with available money, which will make more money available in the main operating account. The Schools said at the joint meeting that they believed there was a \$2.2 million dollar deficit in the operating account and that they had \$2.2 million in other accounts available, so that as soon as they made the transfers they would be in the black. Based on those numbers, both the Schools and the Town have been scrambling to get the transfers made, to get the School operating account back in the black so bills can be paid out of the operating account again.

As of last Wednesday, we were confident we would get a significant portion of the transfers done, but not all of them. That is when the Finance Director, Town Manager and Council President approved putting together a Council Order, almost as a placeholder, to transfer \$1.5 million into the School accounts in case we needed those funds to get them in the black, and to be able to pay bills this week. Since then, the Finance Director has done as many transfers as she can, totaling \$1.6 million in journal entries. Based on the \$2.2 million dollar total deficit that we expected, that leaves a \$600,000 deficit that remains in the Schools' operating account, and that is the amount that the Town Manager is comfortable asking the Town Council to transfer out of Stabilization. We do believe that the money

exists within the Schools' budget and once the transfers are complete, the \$600,000 would have a chance of coming back to us as Free Cash.

However, the Schools began adding additional invoices that we were not aware of. As of this morning, the projected full deficit is no longer \$2.2 million dollars. It is approximately \$3.5 million dollars. Even the \$1.5 million transfer would have been tight to get the Schools' operating account into the black. And, the Town Manager is not confident that the money will be available to fall back to us in Free Cash to replenish the Stabilization Account.

The Town Manager has committed to getting the Schools to the \$2.2 million and that is why he has presented the \$600,000 amount. This Order will enable the money to go into a separate account to pay the most out-of-date bills. We need additional time to address the remaining bills. We are not in a position to advise the Council on what to do with the new bills until we have a chance to go through them. There is a possibility we could present a Council Order at the Town Council meeting on Monday to address the additional bills.

Councilor Huff-Larmond: I agree with Town Attorney Griffin that we should do the research to understand the new numbers. If invoices are still coming into the Schools how should that be handled? Hold them, process them? Also, just confirming that the money is coming from the Stabilization Fund?

Town Manager Howard: That is correct. It was the only funding source since, after July 1, Free Cash is not available until it is certified in the Fall.

Councilor Huff-Larmond: I really want to make sure we are staying focused on moving forward and bringing this money together. It is my understanding that the meeting last week was cancelled, not because the Schools didn't want vendors to get paid, but rather due to some history between the Schools and the Town Council.

**Councilor Clerger joined the meeting during this discussion.**

**Councilor Egan moved to call the question. Councilor Clerger seconded.**

Councilor Clerger: Before we vote, keep in mind that the Schools have so many more students right now and will need more money.

Councilor O'Connell: Calling the question is going to change my vote.

Councilor Egan: I called the vote so that I am able to be here for the vote, as it is in an important matter.

Councilor Gordon: I agree, call the vote.

Councilor Burgess: I think we should be honest about what is happening. The Schools overspent their money and the question is, if more bills keep coming in, are we just going to bail them out again?

Councilor Egan moved to call the question.

Roll Call Vote: 7-2-0 (Nays: Burgess, O'Connell)  
Motion passes.

Councilor Huff-Larmond asked for clarity on where the funds are coming from.

Attorney Griffin stated that the money is coming from the Town's stabilization fund to pay School invoices.

Councilor Burgess requested further discussion but his internet connection was poor and some of his comments were inaudible.

**Motion to approve Council Order 2025-053, as amended (appropriate the \$600,000 from Stabilization to provide for certain FY2025 School invoices) made by Councilor Egan, seconded by Councilor Gordon.**

Roll Call Vote: 7-2-0 (Nays: Burgess, O'Connell)  
Motion passes.

### **Adjournment**

**Motion to adjourn made by Councilor Egan, seconded by Councilor Thompson.**

Roll Call Vote: 8-1-0 (Nays: Burgess)  
Meeting adjourned at 2:02 PM.

### **Adjournment.**

Council Order: 2025-072

Introduced by: Town Manager Brian Howard  
September 29, 2025

**Amendment of Chapter 176 of the  
General Ordinances of the Town of Randolph  
Concerning Vehicles, Junk and Unregistered**

To see if the Randolph Town Council will vote to amend Chapter 176 of the general ordinances of the Town of Randolph concerning vehicles junk and unregistered as follows:

1. Delete §176-1 Junk vehicles/parts in its entirety and replace with (additions are identified as **bold/italics**, deletions are identified as ~~strike throughs~~):

§ 176-1 ~~Junk vehicles/parts.~~

~~A. No Person, as owner or as one in control of a premises or property within the Town, whether as owner, tenant, occupant, lessee, registered owner, or titled bill of sale owner, shall keep or allow to be kept any partially dismantled, non-operating, wrecked, junked or discarded, vehicle, trailer or parts thereof to remain in the open on such property longer than seventy-two (72) hours, except that this section shall not apply to any property that is duly licensed for such.~~

~~B. The vehicle, trailer or parts thereof shall be removed within seventy-two (72) hours after notification or it shall be fined and impounded with any and all charges incurred to be borne entirely by the lawful owner of the property from which it was removed.~~

~~C. No person shall cause any item in this section to be stored or confined in a non-permanent (without a foundation) enclosure that has not been duly permitted by the State Building Code and the Town's Building Commissioner.~~

§ 176-1 ***Definitions.***

*As used in this chapter, the following terms shall have the meanings indicated:*

***INOPERABLE MOTOR VEHICLE***

*Any motor vehicle which cannot be moved under its own power from place to place by reason of mechanical defects or inadequate equipment, including, but not restricted to the lack of one or more tires, and which shall remain in such condition for a period of 72 hours or more.*

***INOPERABLE TRAILER***

*Any trailer, commonly towed by a motor vehicle, that cannot be moved from place to place by reason of inadequate equipment including, but not restricted to the lack of one or more tires, and which shall remain in such condition for a period of 72 hours or more.*

2. Amend §176-2 Unregistered vehicles/trailers as follows (additions are identified as ***bold/italics***, deletions are identified as ~~strike-throughs~~):

§ 176-2 ***Inoperable and/or*** ~~Un~~registered vehicles/trailers/***parts***.

A. No person, as owner or as one in control of a premises or property within the Town, whether as owner, tenant, occupant, lessee, registered owner, or titled bill of sale owner, shall keep or allow to be kept more than one (1) ***any inoperable and/or*** unregistered vehicle/trailer ***or parts thereof*** to remain in the open on such property longer than seventy-two (72) hours, except that this section shall not apply to ***a vehicle kept inside a garage or other lawfully erected enclosed building or*** any property that is duly licensed for such.

B. The vehicle/trailer/***parts*** shall be removed within seventy-two (72) hours after notification or it shall be impounded with any and all charges incurred to be borne entirely by the lawful owner of the property from which it was removed, or in the case of public property from the rightful owner of the removed item.

C. No person shall cause any item in this section to be stored or confined in a non-permanent (without a foundation) enclosure that has not been duly permitted by the State Building Code and the Town's Building Commissioner.

3. Amend §176-4 Public way. as follows (additions are identified as ***bold/italics***, deletions are identified as ~~strike-throughs~~):

§ 176-4 Public way.

No person shall allow an ***inoperable***, unregistered and/or uninsured vehicle/trailer upon a public way for any length of time.

4. Amend §176-6 Enforcement. as follows (additions are identified as ***bold/italics***, deletions are identified as ~~strike-throughs~~):

§ 176-6 Enforcement.

The above sections shall be enforced by the ~~Randolph Police Department under the direction of the Chief of Police,~~ ***or his designee, pursuant to MGL ch. 90, Section 9 or any other applicable law or a Town Enforcement Officer pursuant to MGL ch. 40, Section 21D.*** The Police Chief shall be the authority to formulate rules and regulations for the disposal of any vehicle/trailer or parts thereof that have ***been impounded and*** not been claimed and whose penalties have not been paid. Note: The Building Commissioner is the enforcement agent for all building violations.

***Notice of violation can be provided by any or all of the following: on the vehicle in question; via mail to the owner of the property upon which the vehicle/trailer is located; or via mail to identified vehicle/trailer owner.***

5. Amend §176-7 Fine. as follows (additions are identified as ***bold/italics***, deletions are identified as ~~strike-throughs~~):

§ 176-7 Fine.

***Noticed and unresponsive*** ~~V~~violators shall have their vehicle/trailer tagged with a violation notice and ***be*** fined fifty dollars (\$50), in accordance with the Fine Schedule.<sup>[1]</sup> Each day such violation is committed or permitted to continue shall constitute a separate offense, and shall be punishable as such hereunder.

[1] Editor's Note: See Ch. 301, Fines.

6. Amend §1-8 Municipal Hearing Officer. as follows (additions are identified as ***bold/italics***, deletions are identified as ~~strike-throughs~~):

§ 1-8 Municipal Hearing Officer.

The Town shall appoint one (1) or more persons to act as the Municipal Hearings Officer. The Hearings Officer shall act as the appeal process between the ~~Code Enforcement Officer~~ ***enforcing person*** and the Violator.



## STAFF REPORT

**Order:** 2025-072

**Introduced by:** Town Manager Brian Howard

**Date Introduced:** September 29, 2025

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### **PROPOSAL:**

To amend Chapter 176 of the General Ordinances of the Town of Randolph Concerning Vehicles, Junk and Unregistered.

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### **BACKGROUND**

At present, Chapter 176 of the Town of Randolph General Ordinances only provides for enforcement regarding inoperable vehicles that are stored on a property through a determination that the vehicle is unregistered. As a result, only the Police Department can enforce this section of the code and only unregistered vehicles are prohibited. The proposed amendment will expand the violation to include inoperable vehicles, which will allow for enforcement to also be performed by the Town's Code Enforcement Officer and will allow enforcement against a registered but inoperable vehicle that is a nuisance or eyesore. The amendment defines inoperable vehicles and inoperable trailers, and allows for one such vehicle to remain on a property. This is consistent with what is currently allowed. It allows for additional vehicles to remain on a property so long as they are stored within a garage or other lawfully erected structure on the property.

As proposed, notice of violation can be provided by any or all of the following: on the vehicle in question; via mail to the owner of the property upon which the vehicle/trailer is located; or via mail to identified vehicle/trailer owner. Owners will be provided with a 72-hour period during which they can correct the violation, as is the case today. No change in the existing fine of \$50 per day is proposed. The proposed amendment makes it clear that the ordinance can be enforced through the civil penalty or criminal penalty process.

### **STAFF DISCUSSION**

The proposed amendment will allow the Town to ensure that property owners do not have multiple inoperable and/or unregistered vehicles or trailers stored in open air on their property. It expands the definition of vehicles than cannot be stored on property, and allows both the Code Enforcement Officer and the Police Department to pursue violations.

### **STAFF RECOMMENDATION**

I recommend that the ordinance be adopted.



LEGAL NOTICES

LEGAL NOTICES

LEGAL NOTICES

City of Newton  
Legal Notice  
Tuesday, October 14, 2025

A Public Hearing will be held on Tuesday, October 14, 2025, at 7:00PM in City Council Chambers (Room 207), Newton City Hall, 1000 Commonwealth Ave., Newton, MA, before the PLANNING & DEVELOPMENT BOARD AND ZONING & PLANNING COMMITTEE of the Newton City Council for the purpose of hearing the following petition at which time all parties interested in this item shall be heard. Notice will be published Tuesday, September 30, 2025, and Tuesday, October 7, 2025 in The Boston Herald, with a copy posted online and in a conspicuous place at Newton City Hall.

**Please Note: This is a hybrid meeting that the public may access in-person or virtually via Zoom with the following link:** <https://newtonma-gov.zoom.us/j/87581952261> **or call 1-646-558-8656 and use the Meeting ID: 875 8195 2261.** The final agenda will be posted online on Friday, October 10, 2025 at: <https://www.newtonma.gov/government/city-clerk/city-council/friday-packet>. **Please call the Clerk's Office at 617-796-1210 for more information.**

Copies of the proposed changes, maps, and accompanying materials are available at the City Clerk's office or can be found online at <https://www.newtonma.gov/government/city-clerk/city-council/council-standing-committees/zoning-planning-committee>

**#28-25 Request for amendment to Chapter 30 Zoning to add a maximum residential facade build out ratio**

ZONING & PLANNING COMMITTEE requesting amendment to Chapter 30 Zoning to add a maximum residential facade build out ratio to aid in new development being contextual to the surrounding neighborhood.

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#NY0157008

9/30, 107

LEGAL NOTICES

LEGAL NOTICES

LEGAL NOTICES

City of Newton  
Legal Notice  
Tuesday, October 7, 2025

A Public Hearing of the **Land Use Committee** of the Newton City Council will be held on Tuesday, October 7, 2025, at 7:00 PM in the City Council Chambers (Room 207), Newton City Hall, 1000 Commonwealth Avenue, Newton, MA on the following petition:

**Please Note: This is a hybrid meeting that the public may access in-person or virtually via Zoom with the following link:** <https://newtonma-gov.zoom.us/j/83512727257> **or call 1-646-558-8656 and use the Meeting ID: 835 1272 7257**

You may also:  
**Watch a live broadcast of the meeting on NewTV's government channel (Comcast 9, RCN 13, 614 (HD), Verizon 33)**  
**View a live stream on NewTV's YouTube channel at:** <https://www.youtube.com/channel/UCQvNeCjKA3PftULLvFAh3cQ>

\*Submitted documents for each petition can be viewed via the digital hyperlink following the item below or at the following link: <https://newtonma.viewpointcloud.com/search>

**Request to extend the nonconforming rear setback at 30 Kingsbury Road**

KENNETT AND BARBARA BURNES petition for SPECIAL PERMIT/SITE PLAN APPROVAL, to construct a connection between the existing detached garage and the dwelling which further extends the non-conforming rear setback at 30 Kingsbury Road, Ward 7, Newton, on land known as Section 63 Block 26 Lot 6A, containing approximately 28,430 sq. ft. of land in a district zoned Single Residence 1. Ref: Sec. 7.3.3, 3.1.3, and 7.8.2.C.2 of Chapter 30 of the City of Newton Rev Zoning Ord, 2017.  
30 Kingsbury Road - <https://newtonma.viewpointcloud.com/records/882970>

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#NY0156647

9/23, 9/30

PUBLIC HEARING NOTICE

Town of Randolph, MA

Council Order 2025-072

The Randolph Town Council will conduct a public hearing on Monday, October 6, 2025, at 6:15 PM, which may be attended in-person at Randolph Town Hall - Chapin Hall, 2nd Floor, 41 South Main Street, Randolph, MA 02368, or remotely by Zoom or telephone, on Council Order 2025-072: Amendment of Chapter 176 of the General Ordinances of the Town of Randolph Concerning Vehicles, Junk and Unregistered/  
Additional information on this Council Order, including the proposed text of the Amendment to Randolph's General Ordinance, may be found through the Randolph Town Clerk's Office during regular business hours at the offices of the Town Clerk, 41 South Main Street, Randolph, MA. The Zoom link to connect to the meeting and to the public hearing may be found on the Town of Randolph website calendar on the day of the meeting.

Dates of Publication: 09/30/2025

#NY0157372

9/30/25

LEGAL NOTICES

LEGAL NOTICES

LEGAL NOTICES

PUBLIC HEARING NOTICE

Town of Randolph, MA

Council Order 2025-071

The Randolph Town Council will conduct a public hearing on Monday, October 6, 2025, at 6:15 PM, which may be attended in-person at Randolph Town Hall - Chapin Hall, 2nd Floor, 41 South Main Street, Randolph, MA 02368, or remotely by Zoom or telephone, on Council Order 2025-071: Amendment of the Traffic Rules and Regulations of the Town of Randolph Concerning Traffic Calming - Moveable/Temporary Traffic Signs.  
Additional information on this Council Order, including the proposed text of the Amendment to the Town of Randolph's Rules and Regulations, may be found through the Randolph Town Clerk's Office during regular business hours at the offices of the Town Clerk, 41 South Main Street, Randolph, MA. The Zoom link to connect to the meeting and to the public hearing may be found on the Town of Randolph website calendar on the day of the meeting.

Dates of Publication: 09/30/2025

#NY0157374

9/30/25

PROBATE CITATIONS

PROBATE CITATIONS

COMMONWEALTH OF MASSACHUSETTS  
THE TRIAL COURT — PROBATE AND FAMILY COURT  
Norfolk Probate and Family Court

35 Shawmut Road, Canton, MA 02021 • (781) 830-1200

**Docket No.: NO25E0030PP — CITATION GIVING NOTICE OF PETITION TO PARTITION**

**In the matter of:** Petition to Partition — **13 Berwick Street, Braintree, MA**  
**To James McDonough and to all other interested persons:** A petition has been presented to said Court by **Gang Cheng of Braintree, Norfolk County**, representing that he holds as tenant in common a **50% undivided interest** in certain land in Braintree, briefly described as follows: **A certain parcel of land in Braintree, Norfolk County, Massachusetts, with all buildings and improvements thereon, being Lot D on a plan entitled "Plan of Land in (East) Braintree," dated November 30, 1918, by Ernest W. Branch, C.E. recorded with Norfolk Deeds in Book 1424, Page 532.** Said lot is on the southerly side of Berwick Street and is bounded and described on said plan as follows:  
BEGINNING at a point on the southerly side of Berwick Street, 252.53 feet from Shaw Street; thence **SE** by land of the estate of W. L. Saunders, 70 feet; thence **NE** by Lot E, 50 feet; thence NW by land of James Scullin, 70 feet, to Berwick Street; thence **SW** by Berwick Street, 50 feet, to the point of beginning; containing **3,500 sq. ft.** The petition prays that partition be made according to law, that a **commissioner be appointed**, and that the land may be **sold at private sale or public auction for not less than \$569,000.00**, with proceeds to be distributed as the Court orders.  
**Return Day: October 1, 2025.** If you object to this proceeding, you or your attorney must file a written appearance and/or objection on or before the Return Day.  
WITNESS, **Hon. Lee Peterson**, First Justice of this Court. **Dated: August 12, 2025.** 09/16, 09/23, 09/30.

#NY0154645

LEGAL NOTICES

LEGAL NOTICES

CITY OF BROCKTON  
PUBLIC HEARING  
PLANNING BOARD

The City of Brockton Planning Board will hold a public hearing remotely via Zoom on October 7th, 2025, at 6:00 PM to hear the following: The Site Plan Modification application of J.K. Holmgren Engineering on behalf of Teen Challenge of New England, Inc. at 1311 Main Street, including 1305 Main Street & 12 Clifton Ave.  
Plans and documents will be available for review on the Department of Planning & Economic Development's public Google Drive. The meeting agenda with ZOOM access info will be posted to the City Calendar at least 48 hours before the meeting at <https://brockton.ma.us/events/>  
Toni Goncalves, Chairperson  
September 23rd, 2025  
September 30th, 2025  
9/23, 9/30

#NY0156306

CITY OF BROCKTON  
PUBLIC HEARING  
PLANNING BOARD

The City of Brockton Planning Board will hold a public hearing remotely via Zoom on October 7th, 2025, at 6:00 PM to hear the following: The Definitive Subdivision application of PMP Consulting on behalf of Easton Ventures, LLC at 0 Bellevue Avenue (Parcel ID 172-591).  
Plans and documents will be available for review on the Department of Planning & Economic Development's public Google Drive. The meeting agenda with ZOOM access info will be posted to the City Calendar at least 48 hours before the meeting at <https://brockton.ma.us/events/>  
Toni Goncalves, Chairperson  
September 23rd, 2025  
September 30th, 2025  
9/23, 9/30

#NY0156311

LEGAL NOTICES

LEGAL NOTICES

CITY OF BROCKTON  
PUBLIC HEARING  
PLANNING BOARD

The City of Brockton Planning Board will hold a public hearing remotely via Zoom on October 7th, 2025, at 6:00 PM to hear the following: The Site Plan Review application of J.K. Holmgren Engineering on behalf of Ashutosh, LLC for a proposed Hotel addition at 50 Christy's Drive.  
Plans and documents will be available for review on the Department of Planning & Economic Development's public Google Drive. The meeting agenda with ZOOM access info will be posted to the City Calendar at least 48 hours before the meeting at <https://brockton.ma.us/events/>  
Toni Goncalves, Chairperson  
September 23rd, 2025  
September 30th, 2025  
9/23, 9/30

#NY0156309

PROBATE CITATIONS

PROBATE CITATIONS

Commonwealth of Massachusetts  
The Trial Court  
Probate and Family Court  
Middlesex Probate and Family Court  
10-U Commerce Way  
Woburn, MA 01801  
(781)865-4000  
Docket No. MI21P3574EA  
CITATION ON PETITION FOR REMOVAL

Estate of: Christine W. Recher  
Date of Death: 08/17/2009  
To all interested persons:  
A Petition has been filed by: Edward T. Recher of Arlington MA requesting that Kristina L. Latorre of N. Billerica MA be removed as Personal Representative(s) of said estate.  
also requesting that: Edward T. Recher of Arlington MA be appointed as Successor Personal Representative(s) of said estate to serve Without Surety on the bond.  
You have the right to obtain a copy of the Petition from the Petitioner or at the Court. You have a right to object to this proceeding. To do so, you or your attorney must file a written appearance and objection at this Court before 10:00 a.m. on 10/17/2025. This is NOT a hearing date, but a deadline by which you must file a written appearance and objection if you object to this proceeding. If you fail to file a timely written appearance and objection followed by an Affidavit of Objections within thirty (30) days of the return date, action may be taken without further notice to you.  
WITNESS, Hon. Terri L. Klug Cafazzo, First Justice of this Court.  
Date: September 19, 2025  
Tara E. DeCristofar, Register of Probate

9/30/25

#NY0157235

Commonwealth of Massachusetts  
The Trial Court  
Probate and Family Court  
Middlesex Probate and Family Court  
10-U Commerce Way  
Woburn, MA 01801  
(781)865-4000  
Docket No. MI11P1287EA  
CITATION ON PETITION FOR ALLOWANCE OF ACCOUNT

In the matter of: Fred F. Carulli Education Fund Trust  
Date of Death: 04/02/1997  
To all interested persons:  
A Petition has been filed by: Albert M Tosches of Danvers, MA John P Tosches of Middletown, CT Elizabeth M Nolan of Northborough, MA requesting allowance of the Amended 1st through Amended 5th account(s) as Trustee and any other relief as requested in the Petition.  
You have the right to obtain a copy of the Petition from the Petitioner or at the Court. You have a right to object to this proceeding. To do so, you or your attorney must file a written appearance and objection at this Court before 10:00 a.m. on 10/15/2025. This is NOT a hearing date, but a deadline by which you must file a written appearance and objection if you object to this proceeding. If you fail to file a timely written appearance and objection followed by an Affidavit of Objections within thirty (30) days of the return date, action may be taken without further notice to you.  
WITNESS, Hon. Terri L. Klug Cafazzo, First Justice of this Court.  
Date: September 17, 2025  
Tara E. DeCristofaro, Register of Probate

9/30/25

#NY0157160

Commonwealth of Massachusetts  
The Trial Court  
Probate and Family Court  
Middlesex Probate and Family Court  
10-U Commerce Way  
Woburn, MA 01801  
(781)865-4000  
Docket No. MI11P1287EA  
CITATION ON PETITION FOR ALLOWANCE OF ACCOUNT

In the matter of: Fred F. Carulli Education Fund Trust  
Date of Death: 04/02/1997  
A Petition has been filed by: Albert M Tosches of Danvers, MA John P Tosches of Middletown, CT Elizabeth M Nolan of Northborough, MA requesting allowance of the 1st & Final account(s) as Trustee and any other relief as requested in the Petition.  
You have the right to obtain a copy of the Petition from the Petitioner or at the Court. You have a right to object to this proceeding. To do so, you or your attorney must file a written appearance and objection at this Court before 10:00 a.m. on 10/15/2025. This is NOT a hearing date, but a deadline by which you must file a written appearance and objection if you object to this proceeding. If you fail to file a timely written appearance and objection followed by an Affidavit of Objections within thirty (30) days of the return date, action may be taken without further notice to you.  
WITNESS, Hon. Terri L. Klug Cafazzo, First Justice of this Court.  
Date: September 17, 2025  
Tara E. DeCristofaro, Register of Probate

9/30/25

#NY0157158

PROBATE CITATIONS

Commonwealth of Massachusetts  
The Trial Court - Probate and Family Court  
Middlesex Division Docket No. MI25P4844EA  
INFORMAL PROBATE PUBLICATION NOTICE

Estate of: Mary Martin Also known as: Mary Ann Martin Date of Death: 01/01/2025 To all persons interested in the above captioned estate, by Petition of Petitioner John P. Martin of Ossining NY. A will has been admitted to informal probate. John P. Martin of Ossining NY has been informally appointed as the Personal Representative of the estate to serve without surety on the bond. The estate is being administered under informal procedure by the Personal Representative under the Massachusetts Uniform Probate Code without supervision by the Court. Inventory and accounts are not required to be filed with the Court, but interested parties are entitled to notice regarding the administration from the Personal Representative and can petition the Court in any matter relating to the estate, including distribution of assets and expenses of administration. Interested parties are entitled to petition the Court to institute formal proceedings and to obtain orders terminating or restricting the powers of Personal Representatives appointed under informal procedure. A copy of the Petition and Will, if any, can be obtained from the Petitioner.

9/30/25

#NY0157250

Commonwealth of Massachusetts  
The Trial Court - Probate and Family Court  
Middlesex Division Docket No. MI23P6147EA  
INFORMAL PROBATE PUBLICATION NOTICE

Estate of: Arturo A. Agostino Also known as: Arturo Agostino, Aldo Agostino Date of Death: September 29, 2023 To all persons interested in the above captioned estate, by Petition of Petitioner Anthony J. Agostino of Sherborn MA. A will has been admitted to informal probate. Anthony J. Agostino of Sherborn MA has been informally appointed as the Personal Representative of the estate to serve without surety on the bond. The estate is being administered under informal procedure by the Personal Representative under the Massachusetts Uniform Probate Code without supervision by the Court. Inventory and accounts are not required to be filed with the Court, but interested parties are entitled to notice regarding the administration from the Personal Representative and can petition the Court in any matter relating to the estate, including distribution of assets and expenses of administration. Interested parties are entitled to petition the Court to institute formal proceedings and to obtain orders terminating or restricting the powers of Personal Representatives appointed under informal procedure. A copy of the Petition and Will, if any, can be obtained from the Petitioner.

9/30/25

#NY0157199

Commonwealth of Massachusetts  
The Trial Court - Probate and Family Court  
Middlesex Division Docket No. MI25P4799EA  
INFORMAL PROBATE PUBLICATION NOTICE

Estate of: Frances Stefan Scanlon Also known as: Frances S. Scanlon Date of Death: February 24, 2025 To all persons interested in the above captioned estate, by Petition of Petitioner Raymond Scanlon of Framingham MA. A will has been admitted to informal probate. Raymond Scanlon of Framingham MA has been informally appointed as the Personal Representative of the estate to serve without surety on the bond. The estate is being administered under informal procedure by the Personal Representative under the Massachusetts Uniform Probate Code without supervision by the Court. Inventory and accounts are not required to be filed with the Court, but interested parties are entitled to notice regarding the administration from the Personal Representative and can petition the Court in any matter relating to the estate, including distribution of assets and expenses of administration. Interested parties are entitled to petition the Court to institute formal proceedings and to obtain orders terminating or restricting the powers of Personal Representatives appointed under informal procedure. A copy of the Petition and Will, if any, can be obtained from the Petitioner.

9/30/25

#NY0157188

Holy Howie!

Read Howie Carr. Only in the Boston Her

16



Council Order: 2025-075

Introduced By: Town Manager Brian Howard  
October 6, 2025

**Prior Year Unpaid Bills**

To see if the Randolph Town Council will vote to transfer \$9,412.76 to pay certain prior fiscal year unpaid bills related to the Water/Sewer Enterprise Fund as identified in the chart below:

ENTERPRISE FUND			
Source		Use	
Description	Amount	Description	Amount
FY26 Water Expenses	\$ 9,412.76	KP Law, P.C.	\$ 1,437.76
		Environmental Partners Group, LLC	\$ 7,975.00
TOTAL \$ 9,412.76		TOTAL \$ 9,412.76	

**Explanation:** These invoices were not known at year end and therefore were not encumbered.

# EMPLOYMENT AGREEMENT

This Employment Agreement (“AGREEMENT”) is entered into on October \_\_\_\_, 2025 with an effective date of July 1, 2025 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 **CHRISTINE M. GRIFFIN**, (herein referred to as “GRIFFIN”).

## RECITALS

Whereas the TOWN desires to employ GRIFFIN as its full-time in-house Town Attorney subject to the supervision of its TOWN COUNCIL (“COUNCIL”) and GRIFFIN 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 are hereby acknowledged, the parties agree as follows:

## SECTION 1 - ENGAGEMENT OF GRIFFIN

- 1.1 Pursuant to the terms of the Randolph Charter, the TOWN, by and through its TOWN COUNCIL, hereby appoints and engages GRIFFIN, and GRIFFIN hereby accepts employment by the TOWN, as its full-time in-house Town Attorney, to perform the duties and responsibilities described in the Randolph Charter and in Section 3 of this Agreement, below.
- 1.2 GRIFFIN shall devote her full working time to her duties as full-time in-house Town Attorney. GRIFFIN shall not engage in any outside paid professional activity without prior TOWN COUNCIL knowledge and approval.
- 1.3 GRIFFIN’s official title shall be “Town Attorney” or “Solicitor.”

**SECTION 2 – TERM OF EMPLOYMENT**

- 2.1 The term of this Agreement and GRIFFIN’s term of employment shall commence on the effective date of this AGREEMENT, July 1, 2025 (the “Commencement Date”), and shall terminate on June 30th, 2028 (the “Termination Date”). This Agreement may be extended by written agreement of the parties.

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

- 3.1 GRIFFIN shall have the powers, duties and responsibilities of the in-house Town Attorney, consistent with the applicable provisions of the Randolph Charter and all other applicable provisions of law. As such, her duties will include, but will not be limited to, the following: the daily legal representation of the TOWN, working with the TOWN COUNCIL and Town Manager. GRIFFIN shall represent the TOWN in legal proceedings, provide legal advice, interface with any external contract counsel hired by the TOWN to protect the TOWN’s legal interests, provide legal direction on personnel matters and perform other appropriate duties of TOWN ATTORNEY, as prescribed by the TOWN COUNCIL.

GRIFFIN 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 GRIFFIN’s activities and responsibilities as Town Attorney and instruction given by vote of the TOWN COUNCIL shall supersede instruction or direction from any other TOWN officer. The TOWN COUNCIL may assign GRIFFIN any duties which fall within her powers and responsibilities as Town Attorney.

It is acknowledged that the duties and responsibilities of the in-house Town Attorney 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 due to, for example, attendance at evening public meetings, preparation for and attendance at Court, depositions and other hearings and other job-related circumstances. As an exempt employee, not entitled to overtime, GRIFFIN, 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 as in-house Town Attorney.

- 3.2 GRIFFIN 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.

### **3.3 EVALUATION:**

The TOWN COUNCIL may make an annual review of GRIFFIN'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 GRIFFIN once the review is complete.

The TOWN COUNCIL may, from time to time and in consultation with GRIFFIN, establish one or more specific objectives for GRIFFIN to accomplish as in-house Town Attorney.

### **3.4 TERMINATION AND REMOVAL:**

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

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

If the AGREEMENT is terminated by the TOWN COUNCIL without cause, GRIFFIN 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 GRIFFIN 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 GRIFFIN.

GRIFFIN 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.

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 GRIFFIN or by the TOWN, except such ongoing obligations as are specifically described in this AGREEMENT.

If at the end of the term of this AGREEMENT (June 30th, 2028) the TOWN COUNCIL does not wish to renew this AGREEMENT and reappoint GRIFFIN, the TOWN COUNCIL shall provide GRIFFIN with at least six months advance written notice of such intent not to reappoint (by December 30th, 2027).

As used in this AGREEMENT “cause” shall mean:

- (a) conviction of a crime involving moral turpitude;
- (b) willful misconduct;
- (c) gross neglect of duties;
- (d) intentional non-performance of duties; or
- (e) material breach or intentional acts detrimental to duties.

**SECTION 4 - COMPENSATION AND BENEFITS**

**4.1 COMPENSATION:**

As compensation for the services she is to perform as in-house Town Attorney hereunder, GRIFFIN’s annual salary rate shall be as follows:

- a) For the contract year of this Agreement beginning July 1, 2025 and ending June 30, 2026, GRIFFIN’s annual compensation rate shall be One-Hundred Ninety-Five Thousand Dollars (\$195,000).
- b) For the contract year of this Agreement beginning July 1, 2026 and ending June 30, 2027, GRIFFIN’s annual compensation rate shall be Two-Hundred Thousand Dollars (\$200,000).

c) For the contract year of this Agreement beginning July 1, 2027 and ending June 30, 2028, GRIFFIN's annual compensation rate shall be Two-Hundred Five Thousand Dollars (\$205,000).

4.2 GRIFFIN'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 Town Attorney position is a non-union, FLSA exempt position. Unless specifically addressed separately herein, GRIFFIN 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 GRIFFIN'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, GRIFFIN 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:**

GRIFFIN 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, 2025, and in each fiscal year thereafter, GRIFFIN shall be entitled to thirty days of vacation. These vacation days shall accrue and be due to GRIFFIN as of the first day of each fiscal year.

GRIFFIN shall not take more than two weeks of vacation at one time unless approved by the TOWN COUNCIL or the Town Council President.

At the end of each fiscal year, no more than 10 days of unused vacation time can be carried forward to the next fiscal year.

GRIFFIN shall be permitted to "buy back" up to 10 days of vacation time during each fiscal year of this Agreement. In order to "buy back" said time, the Employee must request the "buy back" in writing, addressed to the Town Council President and the Town human resources office. In order to be effective, said writing must be provided on or before December 31 of each fiscal year of this Agreement. Within thirty days of receipt of the "buy back" request, the Town shall pay GRIFFIN the value of the requested "buy back" vacation days at the Employee's salary rate per day that is in place at the time of the request.

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 GRIFFIN, up to a maximum of ten days of carried over vacation time.

If GRIFFIN is employed by the Town as the Town Attorney on June 30, 2025 and if she has accrued but unused vacation days available as of June 30, 2025, then she shall be permitted to roll over up to 10 days of such accrued but unused vacation time into the fiscal year beginning on July 1, 2025 as of the Commencement Date of this Agreement.

#### **4.5 SICK:**

GRIFFIN 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, 2025, and in each fiscal year thereafter, GRIFFIN shall be entitled to 15 days of sick time. These sick time days shall accrue and be due to GRIFFIN 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 GRIFFIN, 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 GRIFFIN as paid sick days consistent with the terms of this Agreement. GRIFFIN 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 the Employee's employment hereunder, the Town shall pay to the Employee or his/her estate, as the case may be, an amount of money equal to fifty percent (50%) of the Employee's accumulated sick time/Sick Bank Time as of the effective date of the Employee's separation from employment, or as of the date of death.

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 GRIFFIN, up to a maximum of eighty (80) days of carried over sick time.

If GRIFFIN is employed by the Town as the Town Attorney on June 30, 2025 and if she has accrued but unused sick days (including unused sick bank days) available as of June 30, 2025, 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, 2025 as of the Commencement Date of this Agreement.

**4.6 PERSONAL:**

GRIFFIN shall be entitled to three paid personal days during each fiscal year of this Agreement. These personal days shall accrue and be due to GRIFFIN 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:**

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

**4.8 BEREAVEMENT; JURY DUTY:**

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



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

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

Upon submission of adequate proof to the Council President or the Finance Director and as permitted by law, when the Employee 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. The Employee 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 COUNCIL recognizes the importance of ongoing professional development on the part of GRIFFIN. The COUNCIL shall reimburse GRIFFIN for bar membership fees, 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 COUNCIL further agrees to reimburse GRIFFIN for reasonable costs of travel, food and lodging directly associated with GRIFFIN's membership and participation in certain professional associations and her ongoing professional development. 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 GRIFFIN for costs associated with GRIFFIN'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.

The TOWN shall provide access to Westlaw or Lexis/Nexis.

**4.10 TRAVEL AND REIMBURSED EXPENSES:**

GRIFFIN shall be entitled to reimbursement by the TOWN for reasonable TOWN-related expenses 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 GRIFFIN. The terms and the providing insurance carrier(s) of these insurance policies must be mutually acceptable to both the TOWN COUNCIL and GRIFFIN.

**4.12 INDEMNIFICATION:**

GRIFFIN, as in-house Town Attorney, 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 GRIFFIN.

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

#### **4.13 DEFERRED COMPENSATION:**

Beginning on July 1, 2025, GRIFFIN shall receive fifteen thousand dollars (\$15,000) during each fiscal year of this Agreement to support Employee's retirement planning and savings. This amount shall be received by Employee as follows. The payment may be taken, at Employee's option, as a contribution to an eligible 457 deferred compensation plan in Employee's name or as a direct payment to Employee be used for savings, retirement funding, financial planning, or otherwise, as the employee sees fit. The payment shall be made during the first sixty days of each fiscal year 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 GRIFFIN 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 GRIFFIN 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 GRIFFIN 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.

[SIGNATURES ON THE NEXT PAGE]

**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: \_\_\_\_\_  
Christos Alexopoulos – President

By: \_\_\_\_\_  
Richard Brewer, Jr. – Vice President

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

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

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

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

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

By: \_\_\_\_\_  
Kevin O’Connell

By: \_\_\_\_\_  
Brandon Thompson

By: \_\_\_\_\_  
**Christine M. Griffin**

# EMPLOYMENT AGREEMENT

This Employment Agreement (“AGREEMENT”) is entered into on October  
August \_\_\_\_, 20253 with an effective date of July 1, 20253 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 **CHRISTINE M.**  
**GRIFFIN**, (herein referred to as “GRIFFIN”).

## RECITALS

Whereas the TOWN desires to employ GRIFFIN as its full-time in-house  
Town Attorney subject to the supervision of its TOWN COUNCIL (“COUNCIL”)  
and GRIFFIN 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 areis hereby acknowledged, the parties agree as  
follows:

## SECTION 1 - ENGAGEMENT OF GRIFFIN

- 1.1 Pursuant to the terms of the Randolph Charter, the TOWN, by and through  
its TOWN COUNCIL, hereby appoints and engages GRIFFIN, and  
GRIFFIN hereby accepts employment by the TOWN, as its full-time in-  
house Town Attorney, to perform the duties and responsibilities described in  
the Randolph Charter and in Section 3 of this Agreement, below.
- 1.2 GRIFFIN shall devote her full working time to her duties as full-time in-  
house Town Attorney. GRIFFIN shall not engage in any outside paid  
professional activity without prior TOWN COUNCIL knowledge and  
approval.
- 1.3 GRIFFIN’s official title shall be “Town Attorney” or “Solicitor.”

## **SECTION 2 – TERM OF EMPLOYMENT**

- 2.1 The term of this Agreement and GRIFFIN's term of employment shall commence on the effective date of this AGREEMENT, July 1, 202~~5~~<sup>3</sup> (the "Commencement Date"), and shall terminate on June 30th, 202~~8~~<sup>6</sup> (the "Termination Date"). This Agreement may be extended by written agreement of the parties.

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

- 3.1 GRIFFIN shall have the powers, duties and responsibilities of the in-house Town Attorney, consistent with the applicable provisions of the Randolph Charter and all other applicable provisions of law. As such, her duties will include, but will not be limited to, the following: the daily legal representation of the TOWN, working with the TOWN COUNCIL and Town Manager. GRIFFIN shall represent the TOWN in legal proceedings, provide legal advice, interface with any external contract counsel hired by the TOWN to protect the TOWN's legal interests, provide legal direction on personnel matters and perform other appropriate duties of TOWN ATTORNEY, as prescribed by the TOWN COUNCIL.

GRIFFIN 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 GRIFFIN's activities and responsibilities as Town Attorney and instruction given by vote of the TOWN COUNCIL shall supersede instruction or direction from any other TOWN officer. The TOWN COUNCIL may assign GRIFFIN any duties which fall within her powers and responsibilities as Town Attorney.

It is acknowledged that the duties and responsibilities of the in-house Town Attorney 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 due to, for example, attendance at evening public meetings, preparation for and attendance at Court, depositions and other hearings and other job-related circumstances. As an exempt employee, not entitled to overtime, GRIFFIN, 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 as in-house Town Attorney.



- 3.2 GRIFFIN 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.

### **3.3 EVALUATION:**

The TOWN COUNCIL may make an annual review of GRIFFIN'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 GRIFFIN once the review is complete.

The TOWN COUNCIL may, from time to time and in consultation with GRIFFIN, establish one or more specific objectives for GRIFFIN to accomplish as in-house Town Attorney.

### **3.4 TERMINATION AND REMOVAL:**

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

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

If the AGREEMENT is terminated by the TOWN COUNCIL without cause, GRIFFIN 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 GRIFFIN 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 GRIFFIN.

GRIFFIN 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.

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 GRIFFIN or by the TOWN, except such ongoing obligations as are specifically described in this AGREEMENT.

If at the end of the term of this AGREEMENT (June 30th, 202~~86~~) the TOWN COUNCIL does not wish to renew this AGREEMENT and reappoint GRIFFIN, the TOWN COUNCIL shall provide GRIFFIN with at least six months advance written notice of such intent not to reappoint (by December 30th, 202~~75~~).

As used in this AGREEMENT “cause” shall mean:

- (a) conviction of a crime involving moral turpitude;
- (b) willful misconduct;
- (c) gross neglect of duties;
- (d) intentional non-performance of duties; or
- (e) material breach or intentional acts detrimental to duties.

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

### **4.1 COMPENSATION:**

As compensation for the services she is to perform as in-house Town Attorney hereunder, GRIFFIN’s annual salary rate shall be as follows:

- a) For the contract year of this Agreement beginning July 1, 202~~53~~ and ending June 30, 202~~64~~, GRIFFIN’s annual compensation rate shall be One-Hundred ~~Ninety-Five~~Eighty Thousand Dollars (\$1~~9580~~,000).
- b) For the contract year of this Agreement beginning July 1, 202~~64~~ and ending June 30, 202~~75~~, GRIFFIN’s annual compensation rate shall be ~~Two~~One-Hundred ~~Eighty-Five~~ Thousand Dollars (\$~~200185~~,000).

c) For the contract year of this Agreement beginning July 1, 202~~75~~<sup>86</sup> and ending June 30, 202~~86~~<sup>86</sup>, GRIFFIN's annual compensation rate shall be ~~Two~~<sup>Two</sup>~~One~~<sup>One</sup>-Hundred ~~Five~~<sup>Five</sup>~~Eighty-Five~~<sup>Eighty-Five</sup> Thousand Dollars (\$~~205~~<sup>205</sup>~~185~~<sup>185</sup>,000).

4.2 GRIFFIN'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 Town Attorney position is a non-union, FLSA exempt position. Unless specifically addressed separately herein, GRIFFIN 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 GRIFFIN'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, GRIFFIN 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:

GRIFFIN 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, 202~~53~~<sup>53</sup>, and in each fiscal year thereafter, GRIFFIN shall be entitled to thirty days of vacation. These vacation days shall accrue and be due to GRIFFIN as of the first day of each fiscal year.

GRIFFIN shall not take more than two weeks of vacation at one time unless approved by the TOWN COUNCIL or the Town Council President.

At the end of each fiscal year, no more than 10 days of unused vacation time can be carried forward to the next fiscal year.

GRIFFIN shall be permitted to "buy back" up to 10 days of vacation time during each fiscal year of this Agreement. In order to "buy back" said time, the Employee must request the "buy back" in writing, addressed to the Town Council President and the Town human resources office. In order to be effective, said writing must be provided on or before December 31 of each fiscal year of this Agreement. Within thirty days of receipt of the "buy back" request, the Town shall pay GRIFFIN the value of the requested "buy back" vacation days at the Employee's salary rate per day that is in place at the time of the request.

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 GRIFFIN, up to a maximum of ten days of carried over vacation time.

If GRIFFIN is employed by the Town as the Town Attorney on June 30, 202~~5~~3 and if she has accrued but unused vacation days available as of June 30, 202~~5~~3, then she shall be permitted to roll over up to 10 days of such accrued but unused vacation time into the fiscal year beginning on July 1, 202~~5~~3 as of the Commencement Date of this Agreement.

#### **4.5 SICK:**

GRIFFIN 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, 202~~5~~3, and in each fiscal year thereafter, GRIFFIN shall be entitled to 15 days of sick time. These sick time days shall accrue and be due to GRIFFIN 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 GRIFFIN, 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 GRIFFIN as paid sick days consistent with the terms of this Agreement. GRIFFIN 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 the Employee's employment hereunder, the Town shall pay to the Employee or his/her estate, as the case may be, an amount of money equal to fifty percent (50%) of the Employee's accumulated sick time/Sick Bank Time as of the effective date of the Employee's separation from employment, or as of the date of death.~~Upon the termination of her employment hereunder, GRIFFIN 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 GRIFFIN, up to a maximum of eighty (80) days of carried over sick time.

If GRIFFIN is employed by the Town as the Town Attorney on June 30, 202~~5~~<sup>3</sup> and if she has accrued but unused sick days (including unused sick bank days) available as of June 30, 202~~5~~<sup>3</sup>, then she shall be permitted to roll over up to ~~80~~<sup>35</sup> days of such accrued but unused sick time as Sick Bank Time under this Agreement for the fiscal year beginning on July 1, 202~~5~~<sup>3</sup> as of the Commencement Date of this Agreement.

#### **4.6 PERSONAL:**

GRIFFIN shall be entitled to three paid personal days during each fiscal year of this Agreement. These personal days shall accrue and be due to GRIFFIN 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:**

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

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

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

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

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

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

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

By: \_\_\_\_\_  
Richard Brewer, Jr. – Vice President

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

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

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By: \_\_\_\_\_  
**Christine M. Griffin**