



# TOWN COUNCIL MEETING

Monday, September 30, 2024 at 6:00 PM

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

---

## AGENDA

---

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.randolphma.gov/DocumentCenter/View/1864/remotemeetings23>

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

Or One tap mobile: +13017158592, 86495385600#

Or Dial: +1 301 715 8592 Webinar ID: 864 9538 5600

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. Meeting Minutes of Town Council Meeting July 25, 2022
2. Meeting Minutes of Town Council Meeting August 26, 2024
3. Meeting Minutes of Town Council Meeting September 9, 2024

**D. Announcements from the President**

**E. Public Comments/Discussions**

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

**F. Appointments**

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

**H. Town Manager's Report**

**I. Old/Unfinished Business**

## **J. New Business**

1. Council Order 2024-045: Council Order Authorizing a Five Year Contract Between the Town of Randolph and Changing Environments, Inc. d/b/a Soofa
2. Council Order 2024-046: FY2024 Unpaid Bills
3. Council Order 2024-047: Transfer from Retained Earnings for Blue Drop Obligations
4. Council Order 2024-048: Acceptance of Gift of Funds from Library Trustees
5. Council Order 2024-049: Transfer of Care, Custody, Management and Control of the Former Devine School Properties To The School Department and the Former Lyons School Properties to the Town
6. Council Order 2024-050: Amendment of Section 18-3 of the General Ordinances of the Town of Randolph Concerning Department Revolving Funds

## **K. Correspondence**

1. Randolph Veterans Trip - Breakfast, then Tour at the American Heritage Museum - October 9, 2024 at 8:30 AM
2. 2024 Harvest Hoopla - October 19, 2024, 12 PM to 4 PM
3. Randolph's Annual Trunk-or-Treat - October 26, 2024, 6 PM - 8 PM
4. Early Voting In Person

## **L. Committee Reports**

## **M. Open Council Comments**

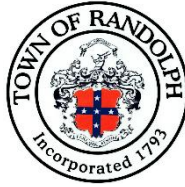
## **N. Executive Session**

The Town Council may vote to go into executive session pursuant to M.G.L. ch. 30A, section 21(a)(3) relative to potential litigation strategy concerning anticipated litigation. Section 21(a)(3) permits a public body to go into executive session to discuss strategy with respect to collective bargaining or litigation if an open meeting may have a detrimental effect on the bargaining or litigating position of the public body and the chair so declares.

## **O. Adjournment**

Notification of Upcoming Meeting Dates

October 7 and 28  
November 4 and 25  
December 9



## Town Council Meeting

### Meeting Minutes

**Monday, July 25, 2022, 6:00 p.m. via Zoom**

*The public is invited to attend this meeting remotely only, via phone or computer. In order to maintain safe social distancing guidelines, no physical presence will be allowed at this time. The Town website will be updated on the day of the meeting with the phone and computer access instructions.*

**Call to Order – Roll Call – Pledge of Allegiance:** Council President W. Alexopoulos called the meeting to order.

**Roll Call – Council Members Present:** Christos Alexopoulos, William Alexopoulos, Richard Brewer, James Burgess, Natacha Clerger, Ryan Egan, and Kevin O’Connell

**Pledge of Allegiance:** Pledge of Allegiance led by Councilor Egan.

**Moments of Silent Prayer:** A moment of silent prayer was held.

#### **Announcements from the President:**

##### **1. Welcome of New Councillor Kevin O’Connell**

Council President Alexopoulos: I’d like to welcome our newest District One Town Councillor, Kevin O’Connell who was appointed at the last meeting in July. He was sworn in on Wednesday by the Town Clerk and was accompanied by his wife and daughter. Welcome Kevin, and thank you for putting in the time to be a Town Council member.

#### **New Business:**

##### **1. Council Order 2022-039: Prior Fiscal Year Unpaid Bills**

Town Manager Howard introduced Council Order 2022-039 and was joined by Town Accountant/Finance Director Janine Smith to provide additional information regarding the purpose of this Council Order.

Motion to approve Council Order 2022-039 as presented made by Councillor C. Alexopoulos, seconded by Councilor Clerger.

Roll Call Vote: 7-0-0 (Absent during Vote: Gordon and Huff-Larmond)

Motion passes.

#### **Town Manager’s Report:**

1. Fox 25 will be next Friday for their Zip Trip from 8 AM to 10 AM. Residents are welcome to join them at the Randolph High School Football Field.
2. The trash and recycling flyer went out since our last meeting and it is also available on the website. It has all the information you need regarding when to put out your trash and recycling, how to handle bulk items, and more.
3. The Town's new website is opening tomorrow. It is completely ADA-compliant and has a lot of navigation tools. We are really excited about this and want to thank everyone from the Town Staff who helped make this happen.

## Public Hearings:

### 1. 6:15 PM - Council Order 2022-036: FY23 Water/Sewer Rates Presentation

Council President Alexopoulos opened the public hearing on Council Order 2022-036. Town Manager Howard introduced this Council Order to the Town Council during the meeting on July 11, 2024. Town Attorney Griffin read the legal advertisement that was published in the Patriot Ledger on July 15, 2024.

Douglas W. Gardner, President of Pioneer Consulting Group, Inc. was present to show a presentation on the Town of Randolph's FY2023 Water and Sewer Rate Study, Findings, and Recommendations.

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

1. Sandy Cohen, 63 Bittersweet Lane: What is the number of residents that went to the average resident percentage?
2. David Mulligan: If we stay at a zero percent increase, will we still be maintaining putting money aside for the water treatment plant? Has there been any increase in cost from last year to this year for operating? Council President Alexopoulos: Correct, no money would go towards the water treatment plant. Operating costs for the water treatment plant are going up.
3. Joe Burke, 54 Hills Street: If we don't do an increase, does that affect the Department of Public Works (DPW) budget? Town Manager Howard: The Council would have a couple options. You could either reduce the DPW budget based on consumption data, and it's kind of late to figure that out, or you could tap into the retained earnings account to make up the difference but that also means you wouldn't be putting any money aside.

There were no more public comments. Council President Alexopoulos closed the public comments portion of the public hearing.

Councillor Clerger: Increasing the rates by 4% means increasing the costs to residents by \$4.50 cents on top of housing, food, and other expenses. If we can survive not increasing then we should not increase the costs.

Councillor Huff-Larmond: Thank you for the presentation. I think I will be in favor of a 2% increase because we still have to build the water treatment plant and I think it's important we continue doing what we've been doing to prepare for the future. I definitely do not want to go to a 4% increase.

Councillor Gordon: I'd like to hear from the Town Manager how much the marginal cost is that we need people to get water from the public water source. I believe it's pennies per day. I've also attempted to get water in Holbrook and they deny access to their water to people from Holbrook. I think that's a very wrong thing to do, and I'm happy Randolph doesn't do that.

Councillor Burgess: How many gallons of water have we pumped? Town Manager  
About 50,000. Mr. Gardner: In cubic feet that would be roughly 6,700 cubic feet.

Councillor O'Connell: Is there any way to get a better program for seniors? Town Manager  
Howard and Mr. Gardner provided additional information about the senior discounts.

Councillor Huff-Larmond made a motion to increase water and sewer rates for the Town of Randolph by 2% for fiscal year 2023, seconded by Councillor Brewer.

Councillor Gordon made a motion to amend the initial motion to increase the water and sewer rates by 0%, instead of 2%, for fiscal year 2023, seconded by Councillor Clerger.

Roll Call Vote on the Motion to Amend: 2-7-0 (Nays: C. Alexopoulos, W. Alexopoulos, Brewer, Burgess, Egan, Huff-Larmond, O'Connell)  
Motion fails.

Councillor O'Connell made a motion to amend the initial motion to increase the water and sewer rates by 3%, instead of 2%, for fiscal year 2023, seconded by Councillor Burgess.

Roll Call Vote on the Motion to Amend: 6-3-0 (Nays: Clerger, Gordon, Huff-Larmond)  
Motion passes.

Roll call vote to approve the main motion, as amended, to increase water and sewer rates for the Town of Randolph by 3% for fiscal year 2023.

Roll Call Vote: 6-3-0 (Nays: Clerger, Gordon, Huff-Larmond)  
Motion passes.

### **Public Comments/Discussions:**

Sandy Cohen, of 63 Bittersweet Lane, read a letter previously submitted by the Diversity, Equity, and Inclusion Coalition concerning the appointment of the District One Town Councillor vacancy.

David Mulligan: Is there anything way to assist the elderly or people who are not physically capable of retrieving water at the Blue Drop Water stations?

Joe Burke, 54 Hills Street: I'm disappointed with the vote to increase the water and sewer rates by 3% this year.

### **New Business (continued):**

- 2. Council Order 2022-038: 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 Density Requirements in the Union Crossing Transit District Pursuant to M.G.L. ch. 40A, sec. 5**

Council Order 2024-038 was introduced by Council President Alexopoulos. Council President Alexopoulos referred this matter to the Planning Board and Ordinance Subcommittee.

Motion to refer Council Order 2022-038 to the Planning Board and Ordinance Subcommittee made by Councillor Burgess, seconded by Councillor C. Alexopoulos.

Roll call vote: 9-0-0

Motion passes.

## Subcommittee Reports:

Economic Development/Small Business/Real Estate: Councillor Gordon provided an update on this Subcommittee. We have four guests scheduled to come in and give a presentation and speak to us about what we can do to help small businesses in this post-pandemic era.

Councillor Clerger asked about the appointments to the Subcommittees and Veterans/Military Services.

## Council Comments:

**Councillor Gordon:** Thank you to the Board of Health for their assistance in providing me with Covid tests.

**Councillor Huff-Larmond:** 1. There is a cooling center. 2. Randolph Youth Council put together a video that they did with the Police Department. We hope to share it with the community in hopes of having a discussion on youth and how they can collaborate with the police together. 3.

**Councillor Clerger:** I want to send hats off to Mr. Kevin Cook for receiving the HVHC award for his work in homelessness amongst veterans. 2. Food distribution is still taking place on Friday at 2 PM at the Baptist Church in Avon.

**Councillor Brewer:** 1. Congratulations to Kevin O'Connell for stepping up and serving at the District One Town Councillor. 2. The Turner Free Library is a coding and scratch program in August, on Tuesdays August 9 and August 11. There is a free dance class at Powers Farm on Saturday, August 13 from 1:30 to 4:20. It is open to all ages. 3. Kids under 18 eat lunch for free from 12-1 Monday-Friday this summer at the Turner Free Library.

**Councillor O'Connell:** 1. Shout out to the police department for helping the community by going to seniors' houses and installing their air conditioners. 2. Thank you to Officer Gilbert for asking me to DJ at the National Night Out event coming up.

**Councillor Burgess:** Can you write an order that you have to be in the United States to participate in the Town Council meetings?

## Adjournment:

Motion to adjourn made by Councillor Huff-Larmond, seconded by Councillor Clerger.

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

Meeting adjourned at 8:30 PM.



## Randolph Town Council

### DRAFT Meeting Minutes

**Meeting Date: Monday, August 26, 2024, at 6:00 p.m.**

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

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

**Roll Call – Council Members Present:** William Alexopoulos (Via-Zoom), Richard Brewer (In-Person), James Burgess (In-Person), Jesse Gordon (In-Person), Kevin O’Connell (In-Person), Katrina Huff-Larmond (In-Person), Brandon Thompson (In-Person).

**Pledge of Allegiance:** Pledge of Allegiance led by Councillor Huff-Larmond.

**Moment of Silent Prayer:** Moment of Silent Prayer held in remembrance of Mr. Jonathan Dillaway Singleton. Mr Singleton retired from the Boston Fire Department in 2017 after 29 years of devoted service. He was also the father of a current Randolph Firefighter, Jonathan Singleton. Our condolences go to the family.

### Approval of Meeting Minutes:

#### 1. Meeting Minutes of Town Council Meeting July 11, 2022

Motion to approve the minutes of the Town Council meeting on July 11, 2022, made by Councillor Burgess, seconded by Councillor Gordon.

Roll Call Vote: 3-0-3 (Abstention: Huff-Larmond, O’Connell, Thompson; Absent during vote: W. Alexopoulos; Absent: C. Alexopoulos, Egan)

Motion passes.

#### 2. Meeting Minutes of Town Council Meeting August 12, 2024

Motion to approve the minutes of the Town Council meeting on August 12, 2024, made by Councillor Burgess, seconded by Councillor O’Connell.

Roll Call Vote: 6-0-1 (Abstention: Huff-Larmond; Absent: C. Alexopoulos, Egan)

Motion passes.

### Public Comments

1. Guerlince Zemezzer, of 60 Mills Street, spoke on behalf of another member of the audience who has questions about taxes and a few issues in his neighborhood.

### New Business:

# **1. Council Order 2024-044: Transfer of Care, Custody, Management and Control of the Former Devine School Properties To the School Department**

Town Manager Howard introduced Council Order 2024-044 and Town Attorney Griffin provided additional information regarding the purpose of this Council Order.

Councillor Huff-Larmond asked for clarity on the transfer of land of the former Devine School Properties.

Motion to approve Council Order 2024-044 as presented upon receipt of the affirmative vote of the Randolph School Department, made by Councillor Burgess, seconded by Councillor Huff-Larmond.  
Roll Call Vote: 7-0-0 (Absent: C. Alexopoulos, Egan)  
Motion passes.

Councillor C. Alexopoulos entered the meeting, in-person, at 5:46 PM.

Motion to reopen public comments/discussion made by Councillor Gordon, seconded by Councillor Burgess.  
Roll Call Vote: 8-0-0 (Absent: Egan)  
Motion passes.

## **Correspondence:**

**1. Xfinity Program Changes:** Starz will be increasing the cost of its Starz subscription from \$9.99 per month to \$10.99 per month.

**2. Massachusetts Department of Public Utilities - Notice of Public Hearing and Request for Comments:** The Massachusetts Department of Public Utilities will hold a public hearing on Monday, September 9, 2024 at 2:00 PM on the Petition of Eversource Gas Company of Massachusetts to seek approval of a mid-term modification to its 2022-2024 Three-Year Energy Efficiency Plan. For instructions on how to submit a comment, please visit the Massachusetts Department of Public Utilities website, or feel free to contact the Town Council office.

**3. Randolph Mass in Motion:** Help improve community food resources by taking our quick, anonymous survey (under 15 minutes)! Complete it by September 23 for a chance to win a \$50 grocery store gift card. Link to fill out the survey:

[https://mapc.az1.qualtrics.com/jfe/preview/previewId/fe09b65b-0326-43da-ae24-c61551491c49/SV\\_4TJk3bWY47WIMdw?Q\\_CHL=preview&Q\\_SurveyVersionID=current](https://mapc.az1.qualtrics.com/jfe/preview/previewId/fe09b65b-0326-43da-ae24-c61551491c49/SV_4TJk3bWY47WIMdw?Q_CHL=preview&Q_SurveyVersionID=current)

**4. Randolph Services Expo:** Learn about organizations and services available to Randolph Residents on Saturday, September 21, 2024, from 1 to 3 PM at the Randolph Intergenerational Community Center. No registration is required.

## **Public Comments/Discussion (continued):**

2. Sandy Cohen, 63 Bittersweet Lane: The Randolph High School needs lawn maintenance. 2. Thank you to the Randolph Intergenerational Community Center for hosting the Randolph Democratic Town Committee's nonpartisan candidate forum. We had seven candidates turn out and it was very well attended with great reviews.



## Town Manager's Update:

1. Tomorrow is the Grand Opening and Ribbon Cutting Ceremony for the new North Randolph Elementary School at 4:00 PM with tours of the school starting at 4:30. Everyone is invited.
2. The Health Department has started to issue new carts today for refuse. A robocall was sent out to the community, and mailings were sent to every household. Information is also available online.
3. The road work on Route 139 is going smoothly and all is coming together very nicely.

Councillor O'Connell asked the Town Manager if there would be smart controls on the intersection of Union Street and Center Street. A discussion of the Council was held regarding the Complete Streets Program and where it currently stands.

Councillor Gordon asked about the "Frequently Asked Questions" part of the Town's website and about the possibility of adding an FAQ page specifically for Randolph's Trash and Recycling program. Town Manager Howard explained there is already an FAW page on the website regarding the trash and recycling program, and pamphlets were mailed out to homes containing the same information.

Councillor Gordon also asked about the traffic light between Shaws and Highland Glen Apartments. Many features of the traffic light have gone away.

Councillor Huff-Larmond asked about the status of the Assistant Town Manager Position. Town Manager Howard explained he is in the process of putting a Committee together to begin reviewing the resumes. There are currently over 40 resumes.

Councillor O'Connell requested a review of the Randolph High School's entrance and making it ADA accessible.

## Committee Reports:

1. Councillor Gordon: I've heard from the Shuttle Van Group wanting to know what the next step is. I'm not too clear on what the next step is, but I think that the next step is to get a complete report on what grants are available and what we can do to apply for those grants. I would like to have a Shuttle Van representative come and speak about what they think the next step should be.

## Public Hearings:

### 1. 6:15 PM - Council Order 2024-043: FY2025 Randolph Community Preservation Committee Projects

Council Order 2024-043 was introduced at the Town Council meeting of August 12, 2024 by Town Manager Brian Howard. The Town Council Clerk read the legal advertisement that was published in the Patriot Ledger on Tuesday, August 20, 2024. The Building Commissioner and Chair of the Community Preservation Committee Ronald Lum is present today to provide information regarding the Randolph Community Preservation Committee Projects for fiscal year 2025. The two projects being recommended are for Vital Records and Historic Documents Preservation in the amount of \$75,000 from the historic reserve and Oakland Cemetery Gravestone Restoration in the amount of \$15,000 from the historic reserve.

Council Vice-President Brewer opened the public comments portion of the public hearing. There were no public comments. Council Vice-President Brewer closed the public comments portion of the public hearing and opened it up to the Council for comments.

Motion to approve Council Order 2024-043 as presented made by Councillor Burgess, seconded by Councillor Huff-Larmond.

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

Motion passes.

Motion to continue the public hearing for Council Order 2024-039 until after the presentation of the Randolph Youth Internship Program made by Councillor Burgess, seconded by Councillor C. Alexopoulos.  
 Roll call vote: 8-0-0 (Absent: Egan)  
 Motion passes.

## **Presentations:**

### **1. Randolph Youth Internship Program**

Members of the Randolph Youth Internship Program were present today to give a presentation on their work over the summer. Those in attendance include Dumason, Jonathan, and Sasha (in person), and Glory and Eddie (via Zoom). The presentation was about the importance of financial literacy for youth and how it sets them up for success in their futures.

## **Public Hearings (continued):**

### **2. 6:15 PM - Council Order 2024-039: Request for the Town Council to Initiate Amendments to the Randolph Zoning Ordinance - Chapter 200 of the General Code of the Town of Randolph - To add a new Section 200-14.5 Randolph Community Multifamily Overlay District (RCMOD) and amend sections 200-3 Definitions, 200-5 Zoning Map, and 200-6 Establishments to comply with the requirements of MGL Chapter 40A Section 3A Multi-family zoning as-of-right in MBTA Communities**

Council Order 2024-039 was introduced at the Town Council meeting on July 15, 2024, by Town Manager Brian Howard. The Town Council Clerk read the legal advertisement that was published in the Patriot Ledger on August 10, 2024, and August 17, 2024. Town Planning Director Michelle Tyler presented the Chapter 31 Zoning requirement for MBTA Communities.

Council Vice-President Brewer opened the public comments portion of the public hearing. There were no public comments. Council Vice-President Brewer closed the public comments portion of the public hearing and opened it up to the Council for comments.

Councillor Gordon: How can a developer erect a big construction project? Would they have to gather a series of smaller plots of land? Ms. Tyler: The zoning ordinance has dimensional requirements. I believe the minimal lot size is 12,000 square feet to build a three-family home.

Councillor C. Alexopoulos: Thank you for a clear-cut presentation.

Councillor Burgess: Is the table of allowable activity being updated too? Planning Director Ms. Tyler:: No because it did not include any overlay subdistrict and it is incorporated into the text itself. Councillor Burgess: How does this affect the old overlay district? Planning Director Ms. Tyler: That is a question to which I do not have the answer to immediately. This new overlay district would be as of right, presuming that they have space to actually put another building and still meet all of the other requirements with open space, parking, etc. Councillor Burgess asked for additional information concerning wetlands and how they are impacted by this Zoning Ordinance.

Councillor Brewer asked for clarity regarding what bus services or stations make a city an MBTA community.

Councillor Huff-Larmond: I appreciate your creativity in bringing this information to the public in a way that gets them engaged.

Councillor Thompson: Can we make the zoning more or less restrictive? For example, if someone wants to build a 55+ community, are you allowed to say, “No it has to be for everyone.” Planning Director Ms. Tyler: I don’t believe so.

Councillor O’Connell: I’ve attended many of the meetings about MBTA zoning and I feel confident in what is being presented before us.

Motion to amend the Zoning Ordinance to add a new Section 200-14.5 Randolph Community Multifamily Overlay District (RCMOD) and amend sections 200-3 Definitions, 200-5 Zoning Map, and 200-6 Establishment with editorial amendments submitted by the Planning Board in their report dated August 14, 2024 made by Councillor O’Connell, seconded by Councillor Huff-Larmond.

Roll Call Vote: 7-1-0 (Nay: Burgess; Absent: Egan)

Motion passes.

### **Council Comments:**

1. Councillor Gordon made comments about grant programs for South Shore Communities and eligibility requirements.
2. Councillor C. Alexopoulos: Get out and vote for the primary election on September 3, 2024! 2. The Mid-Autumn Lantern Festival was great and well-attended by many residents. They always do a great job.
3. Councillor O’Connell: 1. Thank you to Randolph Police Department for monitoring speed on Highland Avenue. I see people pulled over every day and I’m hoping we can keep up the good work, especially with school opening soon.
4. Councillor Huff-Larmond: Thank you to all who supported the Paul K. Fernandes Golf Tournament. Proceeds will go towards the Randolph Intergenerational Community Center. 2. The Randolph Diversity, Equity and Inclusion Coalition held an informational session for the candidates running for office this election season. It was great. 3. Thank you to the interns who presented today. Unfortunately, I missed the last meeting where another internship group presented. 4. The Mid-Autumn Lantern Festival was great. 5. Make sure you vote! 6. I recently received a message regarding the Assistant Town Manager position. They are requesting information about the hiring process.

### **Adjournment:**

Motion to adjourn made by Councillor Burgess, seconded by Councillor O’Connell.

Roll Call Vote: 7-0-0 (Absent during vote: W. Alexopoulos; Absent: Egan)

Meeting adjourned at 8:10 PM.



## Randolph Town Council

### DRAFT Meeting Minutes

**Meeting Date: Monday, September 9, 2024, at 6:00 p.m.**

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

**Call to Order:** Town Council Clerk Natalie Oliveras administratively called the meeting to order. No members of the Town Council were in attendance.

#### Public Hearings:

**1. 6:15 PM - Council Order 2024-018: Acceptance, Via Gift, of George M. Lovering Circle As A Municipal Public Way in the Town of Randolph**

The public hearing on Council Order 2024-018 was opened at the Town Council meeting on April 29, 2024, by Council Vice-President Brewer. The Town Council Clerk read the legal advertisement published in the Patriot Ledger on April 13, and April 20, 2024. At the request of the applicant, the public hearing was continued to the Town Council meeting on June 10, 2024, and again continued to the Town Council meeting on September 9, 2024.

The applicant has submitted a letter regarding the public hearing on this matter. The letter essentially states as follows: Please consider this letter as our request to continue the public hearings previously scheduled for September 9, 2024, at 6:15 PM. The reason for the continuance request is to ensure that the Council has all the as-built plans and proper forms for their consideration along with signed notarized letters from the homeowners confirming and assenting to the Town's acceptance of the street. This public hearing is being administratively continued to the Town Council Meeting of January 27, 2024, at 6:15 PM.

**2. 6:15 PM - Council Order 2024-019: Acceptance, Via Gift, of McEnelly Circle As A Municipal Public Way in the Town of Randolph**

The public hearing on Council Order 2024-018 was opened at the Town Council meeting on April 29, 2024, by Council Vice-President Brewer. The Town Council Clerk read the legal advertisement published in the Patriot Ledger on April 13, and April 20, 2024. At the request of the applicant, the public hearing was continued to the Town Council meeting on June 10, 2024, and again continued to the Town Council meeting on September 9, 2024.

The applicant has submitted a letter regarding the public hearing on this matter. The letter essentially states as follows: Please consider this letter as our request to continue the public hearings previously scheduled for September 9, 2024, at 6:15 PM. The reason for the continuance request is to ensure that the Council has all the as-built plans and proper forms for their consideration along with signed notarized letters from the homeowners confirming and assenting to the Town's acceptance of the street.

This public hearing is being administratively continued to the Town Council Meeting of January 27, 2024, at 6:15 PM.

**Adjournment:**

Town Council Clerk Natalie Oliveras administratively closed the meeting at 6:20 PM.

**Council Order 2024-045**

**Introduced By: Town Manager Brian Howard  
September 30, 2024**

**Council Order Authorizing A Five Year Contract Between the  
Town of Randolph and Changing Environments, Inc. d/b/a Soofa**

The Randolph Town Council hereby authorizes the General Services Agreement (the "Agreement") for electronic sign licensing and maintenance between Changing Environments, Inc. d/b/a Soofa, a Delaware corporation ("Soofa" or "Changing Environments") and the Town of Randolph in the form substantially as attached hereto, for a period of 5 years, with extension options, and hereby further authorizes the Town Manager to take any other actions necessary to carry out the terms of the Agreement, to amend the terms of the Agreement, to extend the term of the Agreement or to terminate the Agreement, in the best interests of the Town of Randolph.



**General Services Agreement for Soofa Sign**  
Randolph, MA and Changing Environments, Inc.

11/27/2023

THIS GENERAL SERVICES AGREEMENT (the "Agreement") is made and entered into as of November 27th, 2023 (the "Effective Date"), by and between Changing Environments, Inc. d/b/a Soofa, a Delaware corporation ("Soofa" or "Changing Environments"), and Randolph, MA, with a primary address of 41 South Main Street, Randolph, MA 02368 ("Licensee"). Soofa and Licensee shall hereinafter collectively be referred to as the "Parties" and individually as the "Party".

**SUMMARY**

|  |  |
|--|--|
| Product  | Soofa Sign                                 |
| Units  | 4  |
| Upfront price per unit                           | \$25,000                                   |
| Upfront total price ("Initial Fee")              | \$100,000                                  |
| Annual Cost per unit in years 2-5 ("Annual Fee") | \$6,200 / unit / year                      |
| Total annual cost after 1st year                 | \$24,800 year                              |
|  |  |
| Advertising Model                                | <input type="checkbox"/> Community Branded |
| <b>Total costs for 5 year contract</b>           | <b>\$199,200</b>                           |

## 1. OVERVIEW

(a) **Orders:** Soofa hereby licenses Licensee the right to use the Soofa Signs identified above during the term and on the terms and conditions specified in this Agreement. The Soofa Signs are described in further detail on Exhibit A hereto. Each Party shall do all such acts and things as the other Party may reasonably request in connection with the requesting Party's obligations hereunder.

(b) **Scope & Cost:** Licensee shall pay Changing Environments the following fees:

- (i) Initial Fee. Licensee will pay Changing Environments the Initial Fee as identified above. As part of the fee Changing Environments shall install the Soofa Signs at locations agreed upon by the Parties as specified in Section 2 hereunder. Installation will include content management and restrictions; sensor integration and data collection.
- (ii) Annual Fee. Commencing on the 2<sup>nd</sup> year anniversary of the installation date, Licensee will pay Changing Environments the Annual Fee as identified above.
- (iii) Installation Fees. Licensee will pay Changing Environments the installation fees, if any, as specified in Section 2 below ("Installation Fees").

The Initial Fee and Annual Fee cover the cost associated with software hosting, cell data plans, sensor data, and replacement parts as further described in the warranty section below (excluding parts damaged by vandalism).

(c) **Revenue Share:** If Licensee selects an advertising model, during the term of the Agreement Changing Environments will pay Licensee 20% of the Net Revenue generated each quarter from the Soofa Signs after Soofa has recouped all initial investment and maintenance costs (the "Revenue Share"). "Net Revenue" means the gross media advertisement fees actually collected by Changing Environments from advertisements placed on the Soofa Signs less Changing Environments' sales commissions and operating expenses (e.g. cleaning, software, data and maintenance).

(d) **Due Date:**

- (i) Initial Fee. The Licensee shall be invoiced a 50% deposit of the Initial Fee on the day the order is placed. The remaining 50% of the Initial Fee will be invoiced in one installment on the day that the first Soofa Sign is shipped to Licensee and shall be due and payable within thirty (30) days from the date of the applicable invoice with a 2% discount if paid within (10) days.
- (ii) Annual Fee. The Annual Fee will be invoiced in full each year beginning in the second year and commencing on the first anniversary of the installation date and will be due and payable within ten (10) days from the date of the applicable invoice.
- (iii) Installation Fees. The Installation Fees, if any, will be due and payable within ten (10) days from the date of the applicable invoice.

All payments must be made in US dollars and made by check or electronic transfer. Overdue balances are subject to a service charge equal to the lesser of 1.0% per month or the maximum legal interest rate allowed by law.



**(e) Term; Termination:**

(i) Term. The term of this Agreement will commence on the Effective Date and end on the five (5) year anniversary of the installation date of the first Soofa Sign. The term of this Agreement will automatically renew for two (2) additional years upon expiration unless a Party sends the other Party written notice of non-renewal at least 90 days prior to the end of the current term.

(ii) Termination. Either Party may terminate this Agreement (i) immediately in the event of a material breach of this Agreement by the other Party that is not cured within thirty (30) days of written notice thereof from the other Party, or (ii) immediately if the other Party ceases doing business is the subject of a voluntary or involuntary bankruptcy, insolvency or similar proceeding, that is not dismissed within sixty (60) days of filing.

(f) **Ownership**: All Soofa Signs constructed, installed, and maintained, including all embodied intellectual property, shall remain owned by Changing Environments.

(g) **Maintenance**: If Licensee is licensing three (3) or more Soofa Signs hereunder, then Changing Environments is responsible for regular maintenance and cleaning of the Soofa Signs.} If Licensee is licensing less than three (3) Soofa Signs hereunder, then Licensee is responsible for regular maintenance and cleaning of the Soofa Signs. Changing Environments will make all reasonable best efforts to remotely monitor signs for optimal performance and will provide maintenance guidelines to the Licensee for the Soofa Sign.}

Changing Environments shall be responsible for maintenance of the Soofa Signs and will make commercially reasonable efforts to provide timely and full functionality of the sign and sensor, as well as regular cleaning, including graffiti which shall be removed within five (5) business days following the date Licensee notifies Changing Environments. If the custom vinyl wrap needs to be replaced, Changing Environments shall complete the replacement within fifteen (15) days of the receipt of the Licensee's notice.

(h) **Sensor Integration; Data Collection; Decal**: Sensor integration for data collection via proprietary sensor is used for for monitoring foot traffic and providing this data to the Licensee. No personally identifiable information will be collected and any data produced as part of this program remains the property of Changing Environments. Licensee will be provided access to reporting of such data through SoofaTalk.com and provision of the sensor data, reports, or derivative works thereof to third parties for any purposes is prohibited. Licensee acknowledges and agrees that a wayfinding vinyl decal is placed on the back of each Soofa Sign. Changing Environments reserves the right to devote part of the display area to instructional information on how to access Soofa Talk and post to the sign as further described on Exhibit C.

## 2. INSTALLATION

Final locations of the Soofa Signs shall be determined by the Parties. Sign placement shall not physically obstruct safe, normal pedestrian or existing operations in any location. Physical installation of the Soofa Sign will be coordinated between Licensee and Changing Environments. Licensee agrees to use Soofa Sign as intended, including but not limited to, bolting the sign into the concrete sidewalk.

The Licensee agrees to make the location of the Soofa Signs available to Changing Environments' employees, agents, and/or independent contractors for installation. If Licensee does not provide timely location access, Changing Environments will not be held responsible for any delays in installation. All Soofa Signs shall be secured in concrete as per the reasonable specifications shared by Licensee. If the Licensee-selected locations for the Soofa Signs lack adequate ground treatment, pending contractor availability, Changing Environments will make commercially reasonable efforts to pour concrete pads at the Licensee-selected locations. Licensee must share detailed specifications and reasonable requirements on a timely basis prior to scheduled installation and Changing Environments may invoice Licensee up to \$1,500 per site pending specifications. Changing Environments may invoice Licensee costs related to permitting specific to Soofa Sign.

Installation, removal and location change is solely the responsibility of Changing Environments unless agreed to otherwise by the Parties in writing. If the Licensee removes or relocates a Soofa Sign without Changing Environments' written approval, Licensee assumes full responsibility of all fees associated with such removal/relocation including the hardware and any related accidents or liability. In the event of a Soofa Sign relocation requested by or on behalf of Licensee, Changing Environments shall charge Licensee a relocation fee up to \$800 per site, or up to \$1,800 if the new required site requires a concrete pad pour.

### **3. SPONSORED & RESTRICTED CONTENT**

If Licensee selects an Advertising Model (as indicated in the Summary Table above and exhibit C below), Changing Environments will use reasonable commercial efforts to sell digital and static advertisements throughout the term of this Agreement and retains the sole and exclusive responsibility for advertisement procurement, and the Licensee will be entitled to the Revenue Fee specified above. Notwithstanding the foregoing, Changing Environments will not exhibit advertisements of the type specified on Exhibit E. The Revenue Fee will be paid quarterly to the Licensee.

Changing Environments retains the sole and exclusive responsibility for advertisement procurement the procurement and maintenance of paid content sponsors (advertisers) for 80% of the airtime through Soofa Talk for the Soofa Signs. The Licensee cannot sell in part or in whole its 20% reserved digital airtime through Soofa Talk.

Changing Environments will review all advertisement content to be placed on a Soofa Sign by an advertiser before it is live and reserves the right to reject any advertisement which is in violation of any law, false, misleading or deceptive, or contrary to community standards. The Licensee agrees to Changing Environment's Privacy Policy in connection with Licensee's use of SoofaTalk.com. Changing Environments shall approve or disapprove advertisement and content uploaded by Licensee in accordance with the foregoing within 24 business hours in accordance with the methodology specified on Exhibit D hereto.

### **4. INSURANCE**

Changing Environments shall maintain during the term of this Agreement, at its sole expense, all insurance required by the applicable laws of Massachusetts and [Licensee].

### **5. WARRANTY**

(a) **Licensee Warranties:** Licensee represents and warrants to Changing Environments as follows:

(i) Requisite Authority. Licensee has the requisite power and authority to enter into this Agreement, to grant the rights herein granted with respect to the locations for the Soofa Signs, to perform its obligations hereunder and to consummate the transactions contemplated hereby, and no further action on the part of Licensee is necessary to authorize the execution and delivery by it, and the performance of its obligations under this Agreement. Licensee is not aware of any action, waiver or consent by any governmental entity that is necessary to make this Agreement a valid instrument binding upon Licensee in accordance with its terms.

(ii) Execution and Delivery. Licensee has duly executed and delivered this Agreement and this Agreement constitutes the legal, valid and binding obligation of Licensee, enforceable in accordance with its terms.

(iii) No Violation: Absence of Defaults. Neither the execution and delivery by Licensee of this Agreement, nor the consummation of the transactions contemplated hereby, will (i) violate any agreement or other instrument to which Licensee is a party, or result in a breach of, or constitute (with due notice or lapse of time or both) a default under any such agreement or other instrument, or (ii) violate any law, administrative regulation or rule or court order, judgment or decree applicable to Licensee or by which Licensee is bound.

(b) **Changing Environments Warranties:** Changing Environments represents and warrants to Licensee as follows:

(i) Requisite Authority: Changing Environments has the requisite power and authority to enter into this Agreement, to grant the rights herein granted, to perform its obligations hereunder and to consummate the transactions contemplated hereby, and no further action on the part of Changing Environments is necessary to authorize the execution and delivery by it, and the performance of its obligations under this Agreement. Changing Environments is not aware of any action, waiver or consent by any governmental entity that is necessary to make this Agreement a valid instrument binding upon Changing Environments in accordance with its terms.

(ii) Execution and Delivery: Changing Environments has duly executed and delivered this Agreement and this Agreement constitutes the legal, valid and binding obligation of Changing Environments, enforceable in accordance with its terms.

(iii) No Violation: Absence of Defaults. Neither the execution and delivery by Changing Environments of this Agreement, nor the consummation of the transactions contemplated hereby, will (i) violate any agreement or other instrument to which Changing Environments is a party, or result in a breach of, or constitute (with due notice or lapse of time or both) a default under any such agreement or other instrument, or (ii) violate any law, administrative regulation or rule or court order, judgment or decree applicable to Changing Environments or by which Changing Environments is bound.

(iv) Screen Replacement: If Licensee is licensing five (5) or more Soofa Signs hereunder, then during the term of the Agreement Changing Environments will replace for all the Soofa Signs in total (and not each Soofa Sign): (i) one (1) screen display in total for any faulty or vandalized screen at no cost; (ii) two (2) additional screen displays per Agreement year for any faulty or vandalized screens, subject to Licensee's payment of a deductible of \$2,000/screen; and (iii) thereafter, screen displays for any faulty or vandalized screens, subject to Licensee's payment of such screens at cost plus a 10% shipping and handling fee. Changing Environments will use commercially reasonable efforts to deliver such screen replacement parts within ten (10) days from its receipt from Licensee of any screen replacement incident report. Changing Environments will use commercially reasonable efforts to install the replacement screen within seventy two (72) business hours after the arrival of such replacement screen at Licensee's site.

(v) **Part Replacements:** Changing Environments warrants that for all other parts other than the Soofa Signs' screen display (which warranty therefore is handled above), Changing Environments shall at its sole expense during the term of the Agreement repair and/or replace any damages parts of the Soofa Signs' unless such damage resulted from or was caused by vandalism or a Force Majeure Event.

(c) **No Other Warranties:** THE ABOVE WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT, TITLE, QUALITY, OR FITNESS FOR A PARTICULAR PURPOSE.

## 6. **INDEMNIFICATION**

(a) **Licensee Indemnification:** Licensee shall indemnify, defend, and hold harmless Changing Environments, its employees, officers, and agents ("Changing Environments Indemnitees") from and against any claim, loss, damages, injury, expense (including reasonable attorney's fees), judgment or liability to and associated with a Soofa Sign to the extent such claim, loss, damages injury, expense, judgment or liability (collectively, "Damages") is caused by the willful, reckless, or negligent act or omission of the Licensee, its employees, officers and/or agents. In the event that the Licensee installs a Soofa Sign, the Licensee agrees to indemnify, defend, and hold harmless Changing Environments Indemnitees from any and all Damages associated with the installation of such Soofa Sign.

## 7. **CONFIDENTIALITY**

From time to time during the term, either Party may disclose or make available to the other Party information about its business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information marked, designated, or reasonably viewed as "confidential" (collectively, "Confidential Information"). Confidential Information does not include information that, at the time of disclosure is: (a) in the public domain; (b) known to the receiving Party at the time of disclosure; (c) rightfully obtained by the receiving Party on a non-confidential basis from a third party; or (d) independently developed by the receiving Party. The receiving Party shall not disclose the disclosing Party's Confidential Information to any person or entity, except to the receiving Party's employees or affiliates who have a need to know the Confidential Information for the receiving Party to exercise its rights, perform its obligations hereunder, or internal business purposes. Receiving Party shall take commercially reasonable measures to protect the secrecy of and avoid disclosure and unauthorized use of the Confidential Information of the disclosing Party. Without limiting the foregoing, receiving Party shall take at least those measures that it employs to protect its own confidential information of a similar nature and shall ensure that its employees who have access to Confidential Information of the disclosing Party have signed a non-use and non-disclosure agreement in content at least as protective of the disclosing Party's Confidential Information as the provisions of this Agreement, prior to any disclosure of Confidential Information to such employees. Notwithstanding the foregoing, each Party may disclose Confidential Information to the limited extent required (i) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law; or (ii) to establish a Party's rights under this Agreement, including to make required court filings. Each Party's obligations of non-disclosure with regard to Confidential Information are effective as of the Effective Date and will expire five (5) years from the date first disclosed to the receiving Party; provided, however, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable law), such obligations of non-disclosure will survive the termination or expiration of this

Agreement for as long as such Confidential Information remains subject to trade secret protection under applicable law.

## 8. **LIMITATION OF LIABILITY**

(a) **Consequential Damage Waiver:** Except as may arise out of a Party's breach of Section 7, neither party will be liable to the other or any third party for loss of profits, or special, indirect, incidental, consequential or exemplary damages, including costs, in connection with the performance of the Services, or the performance of any other obligations under this Agreement, even if it is aware of the possibility of the occurrence of such damages

(b) **Limitation of Liability:** Except as may arise out of Changing Environments' breach of Section 7 or Changing Environments' indemnification obligations in Section 6, the total liability of Changing Environments to Licensee for any and all claims and damages under this Agreement, whether arising by statute, contract tort or otherwise, will not exceed the amounts paid by (and not otherwise refunded to) Licensee to Changing Environments for the Soofa Sign which formed the subject of the claim in the twelve month period preceding the event which gave rise to the claim.

## 9. **GENERAL PROVISIONS**

(a) **Delays:** Changing Environments will not be responsible for any delay in Changing Environments' scheduled delivery of Soofa Signs or services therefore, including any installation services, that is caused by Licensee.

(b) **Entire Agreement:** This Agreement represents the full understanding between both Parties and addendums may be added that either supplement or supersede existing terms, due to expansion of scope or related activities, only if agreed upon by both Parties in writing.

(c) **Force Majeure:** Except for the obligation to make payments, nonperformance of either Party shall be excused to the extent that performance is rendered impossible by natural disasters, weather events, strike, fire, flood, governmental acts or orders or restrictions, failure of suppliers, or any other reason where failure to perform is beyond the reasonable control of the non-performing Party (each, a "Force Majeure Event").

(d) **Assignment:** This Agreement shall be binding upon and for the benefit of Changing Environments, Licensee and their permitted successors and assigns. Either Party may assign this Agreement in whole as part of a corporate reorganization, consolidation, merger, or sale of substantially all of its assets.

(e) **Governing Law:** This Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Massachusetts, excluding its choice-of-law principles, and all claims relating to or arising out of this Agreement, or the breach thereof, whether sounding in contract, tort or otherwise, shall likewise be governed by the laws of the Commonwealth of Massachusetts, excluding its choice-of-law principles.



**General Services Agreement for Soofa Sign**  
Randolph, MA and Changing Environments, Inc.

Changing Environments and Licensee have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

Changing Environments, Inc.

Company Name

Daniel West Cohen

Full Name

Director of City Growth

Title

Signature

12-4-23

Date

Town of Randolph, MA

Licensee Name

Brian P. Howard

Full Name

Town Manager

Title

Signature

11-30-23

Date

**BILLING ADDRESS**

Please provide:

Billing Name: Town of Randolph

Bill Address:

41 South Main St: Randolph, MA 02368

Billing Email : bhaward@randolph-ma.gov

**REVENUE SHARE CHECK**

Please provide:

Name for check to be addressed to: N/A

Address for check to be sent to : N/A

Name, Title, and Email for revenue share report : N/A

## **EXHIBIT A – SIGN DESIGN**

**Hardware product overview:** Soofa Signs are 100% solar powered and wirelessly connected via cellular network. Just four square feet of sidewalk space is required; four bolts into the ground and 30 minutes to install to run a real-time communication platform.

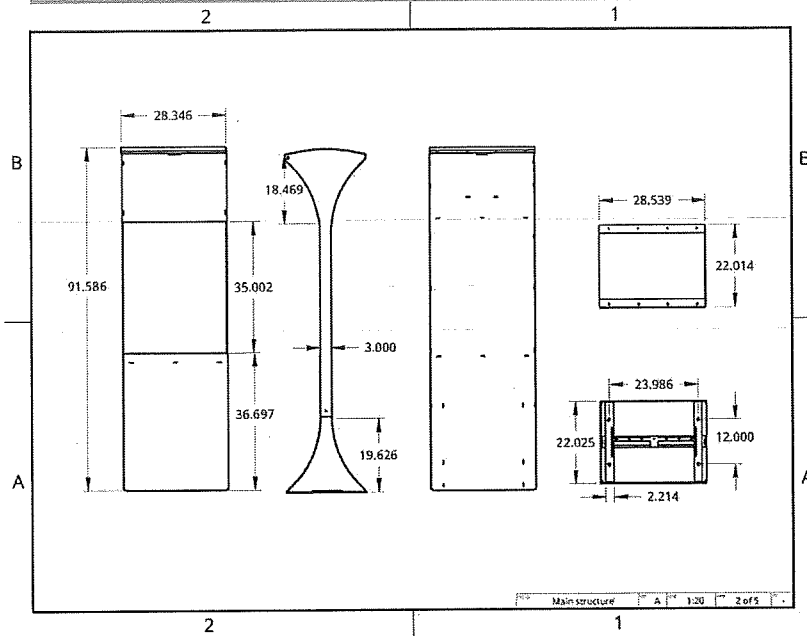
**Software product overview:** A web-based content management system called Soofa Talk ([www.soofatalk.com](http://www.soofatalk.com)) permits your team to post content anytime to your signs down to each neighborhood, if desired.

**Screen content:** The 42" electronic ink screen displays rotating local, relevant content posted by the Licensee, local businesses, and the public, alongside customized applets. Changing Environments reviews all content before it goes live on the Soofa Sign.





# DIMENSIONS SOOFA SIGN & INSTALLATION



All you need is a 8" long, 1/2" dia. adhesive anchored on top of threaded rods, min. 4" embedded in concrete.  
(Proposed Hilti HY 150 Injection Adhesive Anchors). The Soofa Sign is solar-powered and has its own cell service.

## General Services Agreement for Soofa Sign Randolph, MA and Changing Environments, Inc.

### EXHIBIT B – VINYL WAYFINDING DECAL

#### Option 1: Communications Platform; Digital Advertising and Sponsorship Not Allowed

A wayfinding vinyl decal designed by the Licensee is placed on the back of each Soofa Sign. Changing Environments reserves the right to devote part of the display area to instructional information on how to access Soofa Talk.

Sample decal design from the City of Chelsea shown below for reference only.



**EXHIBIT C - APPROVED CONTENT**

The intention of the Soofa Sign is to promote local healthy community content. As such, all images and content displayed will be in good taste and consistent with the community's standards and practices. Any advertisement which is in violation of any law, false, misleading or deceptive, contrary to moral or ethical standards, or contrary to community standards is prohibited. Changing Environments, via the content management system and its respective advertising contracts, reserves the right to reject and remove any such advertisements in its sole discretion. Changing Environments retains the final right to review all content uploaded before going live. Changing Environments relinquishes all responsibility for content uploaded to SoofaTalk.

In the event that digital advertisement content does not appear to meet the standards listed herein at the sole discretion of the Licensee, the Licensee must provide written notice to Changing Environments regarding the content in question. When deemed to be in violation of community standards, non-compliant content will be removed from display as soon as administratively feasible, but in no case longer than four hours from written notice during regular business hours.



**General Services Agreement for Soofa Sign**  
Randolph, MA and Changing Environments, Inc.

**EXHIBIT D - RESTRICTED CONTENT**

- a. Pornographic, adult, obscene, indecent or mature content.
- b. Violent content.
- c. Content related to racial intolerance or advocacy against any individual, group, or organization.
- d. Excessive profanity.
- e. Hate, libelous or otherwise misleading material
- f. Illicit drugs and drug paraphernalia content.
- g. Sale of weapons or ammunition (e.g., firearms, firearm components, fighting knives, stun guns).
- h. Any other content that is illegal, promotes illegal activity, or infringes on the legal rights of others.
- i. Content or material that is religious or that constitutes hate speech, or defamatory of any individual or group.

**Council Order: 2024-046****Introduced by: Town Manager Brian Howard  
September 30, 2024****Transfer of Free Cash for FY24 Unpaid Bills**

To see if the Randolph Town Council will vote to transfer \$36,394.49 from General Fund Free Cash to pay certain FY24 unpaid bills related to the General Fund, as identified in the chart below:

| Department | Description                                 | Amount       |
|------------|---|--------------|
| Fire/Fuel  | Global Partners - Fuel Charges              | \$ 30,874.49 |
| DPW        | Granite St. Realty Corp. - Plowing Services | \$ 5,520.00  |
| Total      |   | \$ 36,394.49 |

**Council Order 2024-047**

**Introduced By: Town Manager Brian Howard  
September 30, 2024**

**Transfer From Retained Earnings for Blue Drop Obligations**

To see if the Randolph Town Council will vote to transfer \$180,000 from the Retained Earnings of the Town's Water/Sewer Enterprise Fund for the purpose of funding obligations related to the BlueDrop water dispensaries and related costs.

**Council Order: 2024-048**

**Introduced by: Town Manager Brian Howard  
September 30, 2024**

**Acceptance of Gift from Turner Free Library Board of Trustees  
to the Town of Randolph**

The Randolph Town Council, with the recommendation of the Town Manager, hereby authorizes the Town to accept a gift of \$7,000.00 from the Turner Free Library Board of Trustees to be used in support of staffing for limited Sunday openings at the Turner Free Library, pursuant to M.G.L. ch. 44, section 53A, and any other applicable law.



# TURNER FREE LIBRARY

Section J, Item 4.

☎ 781-961-0932

✉ [library@randolph.ocln.org](mailto:library@randolph.ocln.org)

📍 2 N Main St, Randolph, MA 02368

🌐 [www.turnerfreelibrary.org](http://www.turnerfreelibrary.org)

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

## Dear Members of the Randolph Town Council,

On behalf of the Turner Free Library Board of Trustees, I am writing to inform you of a recent decision made during our September meeting. The Trustees have voted to gift \$7,000 to the Town of Randolph to be used in support of staffing limited Sunday openings at the Turner Free Library. In FY24 the library opened for limited Sundays as a pilot program being funded by the town's ARPA funds and it was a great success. The Trustees would like to keep the momentum going with this gift to the Town.

We respectfully request that the Town Council vote to accept this gift, which will help fund limited Sunday hours at the library in FY25. We believe these additional hours will significantly enhance the library's accessibility and provide an invaluable service to the Randolph community.

Thank you for considering this request, and we look forward to your support in helping us better serve the residents of Randolph.

Sincerely,

**Kevin Donovan**

Chair, Turner Free Library Board of Trustees



**Council Order: 2024-049**

**Introduced by: Town Manager Brian Howard  
September 30, 2024**

**Transfer of Care, Custody, Management and Control of the  
Former Devine School Properties To the School Department  
and of the Former Lyons School Properties to the Town**

The Randolph Town Council hereby determines as follows:

On Monday, August 26, 2024, via Council Order 2024-044, the Randolph Town Council approved the following vote concerning the “Former Devine School Properties”, said vote to be effective upon receipt of the affirmative vote of the Randolph School Committee concerning transfer of the Former Lyons School Properties:

The Randolph Town Council hereby determines and confirms, upon the recommendation of the Town Manager, that certain Town-owned properties (often referred to as the former “Devine School properties”) described below (the “Property”) are no longer needed by the Town for a specific purpose and hereby transfers the care, custody, management and control of the Property to the Town of Randolph School Department for use for school purposes.

**PROPERTY DESCRIPTION:**

Assessors’ parcel ID 12-B-028.00, a 2.31 ± acre parcel which has frontage on Old Street;

Assessors’ parcel ID 12-B-017.00, a 13 ± acre parcel located behind parcel 12-B-028.00;

Assessors’ parcel ID 12-B-016.00, a 1.62 ± acre parcel;

Assessors’ parcel ID 12-B-029.00, a 0.08 ± acre parcel serving as a driveway/alleyway;

Subject to and with the benefit of any easements, restrictions, agreements and reservations of record, if any there be, insofar as the same may be in force and applicable, including an existing beneficial easement over 40’ passageway, 55 Old Street, Randolph.

On Thursday, September 5, 2024, the Randolph School Committee approved the following vote concerning the “Former Lyons School Properties”:

School Committee Notice of Determination Pursuant to M.G.L. c. 40, §15A That Land Is No Longer Needed For School Purposes

The Randolph School Committee hereby determines pursuant to M.G.L. c. 40, §15A that the Town-owned property (sometimes referred to as “60 Vesey Road” and/or as the “Vesey Road School” and/or as “Town-owned property located off Vesey Road”) described below (the “Property”) is no longer needed for school purposes and hereby gives notice to the Randolph Town Council that the Property is no longer needed for school purposes.

**PROPERTY DESCRIPTION:**

Assessors' parcel ID 38-I-18.00, a 21.33 ± acre parcel.

Former Devine School Properties:

As the result of these votes and approvals, the Randolph Town Council hereby confirms that the Former Devine School Properties have been transferred to the care, custody, management and control of the Town of Randolph School Department for use for school purposes.

Former Lyons School Properties:

The Randolph Town Council, having received the “School Committee Notice of Determination Pursuant to M.G.L. c.40, §15A That Land Is No Longer Needed For School Purposes”, hereby transfers the care, custody, management and control of certain Town-owned property (sometimes referred to as “60 Vesey Road” and/or as the “Vesey Road School” and/or as “Town-owned property located off Vesey Road”) described below (the “Property”) to the Town for use for any municipal purpose.

**PROPERTY DESCRIPTION:**

Assessors' parcel ID 38-I-18.00, a 21.33 ± acre parcel.

**Amendment of Section 18-3 of the  
General Ordinances of the Town of Randolph  
Concerning Department Revolving Funds**

To see if the Randolph Town Council will vote to amend section 18-3 of the general ordinances of the Town of Randolph concerning department revolving funds as follows:

**In section 18-3(F), the Table of Revolving Funds, under the following headings:**

| Revolving Fund | Department Authorized to Spend from Fund | Fees, Charges or Other Receipts Credited to Fund | Program or Activity Expenses Payable from Fund | Restrictions or Conditions on Expenses | Other Requirements/ Reports | Fiscal Years |
|----------------|--|--|--|--|-----------------------------|--------------|
|----------------|--|--|--|--|-----------------------------|--------------|

**Add the following:**

|                              |                   |                 |   |  |      |                                       |
|------------------------------|-------------------|-----------------|---|--|------|---------------------------------------|
| School Department Technology | School Department | Technology Fees | All expenses to support School Department technology and transfer to General Fund | Balance of fund cannot exceed \$100,000 at the close of the fiscal year. Any excess will be transferred to the General Fund. | None | Fiscal Year 2025 and subsequent years |
|------------------------------|-------------------|-----------------|---|--|------|---------------------------------------|

|                              |                   |                 |   |      |      |                                       |
|------------------------------|-------------------|-----------------|---|------|------|---------------------------------------|
| School Department Technology | School Department | Technology Fees | All expenses to support School Department technology and transfer to General Fund | None | None | Fiscal Year 2025 and subsequent years |
|------------------------------|-------------------|-----------------|---|------|------|---------------------------------------|

|  |                   |   |  |      |      |                                       |
|--|-------------------|---|--|------|------|---------------------------------------|
| School Department Academic Music Program | School Department | Fees for School Department Academic Music Programs, Including But Not Limited To Instrument Rental Fees, Licensing Fees, Sheet Music Fees | All expenses to support program and transfer to General Fund | None | None | Fiscal Year 2025 and subsequent years |
|--|-------------------|---|--|------|------|---------------------------------------|





RANDOLPH VETERANS

Section K, Item 1.



# VETERANS

## JOIN US FOR A JOURNEY THROUGH AMERICAN HERITAGE!

**Date: Wednesday, October 9th 2024**

**Time: 0830 - 1400**

**Meet at: RICC, 128 Pleasant St.**

**Veterans: Join Us for a Special Field Trip!**

We're excited to invite you to a memorable day out! We will start our day by meeting at the Randolph Intergenerational Community Center (RICC), where Veterans Director Kevin Cook will take us to a delicious breakfast at Victor's 50s Diner. After breakfast, we'll head to the American Heritage Museum for an inspiring tour.

Please note that participants are responsible for the \$15 entrance fee to the museum (and should bring it with them on the day of the trip), but the town will cover the cost of breakfast and transportation. Don't miss this opportunity to enjoy great food, meaningful history, and fantastic company!

Register at: [bit.ly/VeteransFieldTrip](https://bit.ly/VeteransFieldTrip)  
or contact the veterans office at:  
781-961-0930 x4 or [kcook@randolph-ma.gov](mailto:kcook@randolph-ma.gov)





Save the Date



# HARVEST HOOPLA

SATURDAY OCTOBER 19TH 2024  
12- 4 PM  
POWERS FARM

Register for Our Community Way:  
<https://bit.ly/HooplaCommunityWay2024>

Register to be a Vendor:  
<https://bit.ly/HarvestHooplaVendor24>



Questions or for more information  
email: [rrinehart@randolph-ma.gov](mailto:rrinehart@randolph-ma.gov)



**SAVE THE DATE**



**Saturday October 26th**  
**6PM-8:00PM**  
**RICC 128 Pleasant St**



**THE TRICK A TRUNK EVENT IS SET FOR**

**SATURDAY, OCTOBER 26TH,**  
**FROM 6-8 PM**  
**AT 128 PLEASANT ST**



**WITH PARKING AVAILABLE AT THE ZAPUSTAS ICE RINK,**  
**240 NORTH ST.**

**IT SOUNDS LIKE A FUN AND EXCITING**  
**EVENING AHEAD!**

**Questions Contact Robyn Rinehart**  
**[rrinehart@randolph-ma.gov](mailto:rrinehart@randolph-ma.gov)**



TOWN OF RANDOLPH  
41 SOUTH MAIN STREET  
RANDOLPH, MASSACHUSETTS 02368

Section K, Item 4.

Cheryl D. Sass  
TOWN CLERK & REGISTRAR  
csass@randolph-ma.gov



(781) 961-0900  
FAX: (781) 961-0919  
www.townofrandolph.com

September 25, 2024

William Alexopoulos, President  
Randolph Town Council  
41 South Main Street  
Randolph, MA 02368

**Re: Early Voting in Person**

Dear President Alexopoulos:

The Board of Registrars met on September 23<sup>rd</sup> to set the hours for early voting in person for the upcoming November 5<sup>th</sup> Presidential/State Election. The board voted unanimously to approve the following schedule:

|               |             |             |
|---------------|-------------|-------------|
| Saturday      | 10/19       | 9:00 – 3:00 |
| Sunday        | 10/20       | 9:00 – 1:00 |
| Monday–Friday | 10/21-10/25 | 8:30 – 4:30 |
| Saturday      | 10/26       | 9:00 – 5:00 |
| Sunday        | 10/27       | 9:00 – 1:00 |
| Monday        | 10/28       | 8:30 – 4:30 |
| Tuesday       | 10/29       | 8:30 – 7:00 |
| Wednesday     | 10/30       | 8:30 - 4:30 |
| Thursday      | 10/31       | 8:30 – 7:00 |
| Friday        | 11/1        | 8:30 – 4:30 |

All early voting in person will take place at Town Hall in the Lincoln and Washington Rooms.

Sincerely,

Cheryl Sass, CMMC  
Town Clerk/Registrar