

TOWN COUNCIL MEETING

Monday, August 07, 2023 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

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- 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 June 26, 2023
- D. Announcements from the President
- E. Presentations
- F. Public Hearings
 - 1. 6:15 PM: Council Order 2023-045: FY2024 Capital Plan
- G. Public Comments/Discussions
- H. Motions, Orders, and Resolutions
- I. Town Manager's Report
- J. Old/Unfinished Business

K. New Business

- 1. 2023-046: Prior Fiscal Year Unpaid Bills
- 2. Town Attorney Contract for FY2024 through FY2026

L. Correspondence

- 1. Ping Pong Tournament on Saturday, August 26, 2023 from 10:00 AM-12:00 PM
- 2. Calling All Volunteers!
- 3. Randolph Community eCookbook

M. Committee Reports

N. Open Council Comments

O. Adjournment

Notification of Upcoming Meeting Dates

August 21 September 11 October 16 and 30 November 6 and 20 December 11



Randolph Town Council

Meeting Minutes

Meeting Date: Monday, June 26, 2023, 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 President Alexopoulos called the meeting to order.

Roll Call – Council Members Present: Christos Alexopoulos (Zoom), William Alexopoulos (In-Person), Natacha Clerger (By Zoom), Jesse Gordon (By Zoom), Katrina Huff-Larmond (In-person), and Kevin O'Connell (In-Person).

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

Moment of Silent Prayer: Moment of Silent Prayer held.

Approval of Meeting Minutes:

- 1. Minutes of the Joint Meeting of the Town Council and Town Council Finance Subcommittee Meeting of June 12, 2023
- 2. Minutes of the Joint Meeting of the Town Council and Town Council Finance Subcommittee Meeting of June 20, 2023

Motion to approve the Minutes of the Town Council and Town Council Finance Subcommittee from Meetings on June 12, 2023, and June 20, 2023, made by Councillor Huff-Larmond, seconded by Councillor Clerger.

Roll Call Vote: 6-0-0 (Absent: Brewer, Burgess, and Egan)

Motion passes.

Presentations

1. Zoning Audit Analysis: Planning Director and Barrett Planning Group

Planning Director Michelle Tyler was present with Judi Barrett of the Barrett Planning Group to provide information on the recent Zoning Audit Analysis.

Ms. Barrett: The scope of our work included reviewing zoning ordinances from a technical standpoint instead of a policy standpoint. The review approach consisted of independent review and close reading, interviews, and consultation with Town Staff. The zoning ordinances contain some unusual, conflicting, or duplicative definitions. There is also a lot of "legalese" which can make the text difficult to follow. I recommend categorizing words by definitions.

The Councillors were presented with an opportunity to share their thoughts on the structure, format, and ease of use of the zoning ordinances.

Councillor Egan entered the Town Council meeting, via Zoom, at 6:32 PM.

Planning Director Tyler: Once we have the report from Barrett Planning Group and the comments of the subcommittee, I would suggest that the next step is deciding on a funding source because a codification or even a rewrite is likely to be needed and that definitely surpasses my capacity. We would require the assistance of a consultant because of how involved this could be.

Public Hearings:

1. 6:15 PM - Council Order 2023-037: FY24 Randolph Community Preservation Budget and Reserves

Council President Alexopoulos opened the public hearing for this Council Order. The Town Council Clerk referenced the legal advertisement that was published in the Patriot Ledger on June 17, 2023.

Town Manager Howard introduced Council Order 2023-037. This is the annual vote required before July 1st of the fiscal year to appropriate the funds into the listed categories. The individual vote of the CPA projects will be coming sometime later in the summer so this allows us to budget accordingly.

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

Joe Burke, Hill Street: What were the numbers again? Town Manager Howard read the dollar figures listed in the Council Order. Mr. Burke: Are we using any of these funds for salaries? Town Manager Howard: No.

There were no additional public comments. Council President Alexopoulos closed the public comments portion of the public hearing. The public hearing was opened to the Council for comments.

Councillor Gordon: Is it correct that funds not used, are rolled over to the next fiscal year? Town Accountant/Finance Director Janine Smith: The budget reserved is an annual amount. If it is not used by the end of the fiscal year then it closes out just like a budget would. It stays in the Community Preservation Fund but would increase its undesignated fund balance if it is not used. Councillor Gordon: I'd like to make a guide for how to use the CPC funds so there aren't any funds left over.

Motion to approve Council Order 2023-037 as presented made by Councillor O'Connell, seconded by Councillor Clerger.

Roll Call Vote: 6-0-0 (Absent During Vote: C. Alexopoulos; Absent: Brewer, and Burgess) Motion passes.

2. 6:15 PM - Council Order 2023-038: Water and Sewer Enterprise Budget

Council President Alexopoulos opened the public hearing for this Council Order. The Town Council Clerk referenced the legal advertisement that was published in the Boston Herald on June 21, 2023.

Town Manager Howard provided additional information on the Water and Sewer Enterprise Budget. I know there was some confusion during the recent operating budget process that the funds in the water and sewer enterprise budget can be used for other items. I wanted to clarify that funds in the Water and Sewer Enterprise budget can only be used for expenses related to water and sewer.

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

Joe Burke, Hills Street: Are we setting the rates tonight? Town Manager Howard: No, that is done at a later time this summer. Mr. Burke: How many more employees do we pay out of that budget? Town

Manager Howard: There is a ratio that is used on the indirect that includes a certain percent Accountant/Finance Director Janine Smith: The indirect costs cover things we budget in the

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fund. My position would be an example where I spend a fair amount of time analyzing the enterprise fund, analyzing revenue; each of the positions in the treasurer/collector's office collects the bills, and reviews the bills; and certainly, Brian's time in setting policy and procedures. In the indirect cost setting, we take certain positions and a percentage of our salary is paid- so, yes, some salaries are charged that aren't directly water and sewer.

There were no more public comments. Council President Alexopoulos closed the public comments portion of the public hearing. The public hearing was opened to the Council for questions or comments.

Motion to approve Council Order 2023-038 as presented made by Councillor Huff-Larmond, seconded by Councillor Gordon.

Roll Call Vote: 7-0-0 (Absent: Brewer and Burgess) Motion passes.

Councillor Egan exited the Town Council meeting.

Public Comments/Discussions:

- 1. Joe Burke, Hills Street: Did we hire the Barrett Planning Group as a consultant already or was that just a presentation? I didn't see it in the budget. Council President Alexopoulos: Yes, that would have come out of the Planning Department's budget. They were hired for the purpose of reviewing our Zoning Ordinances. Mr. Burke: You should think about involving kids since we're adding pickleball courts. Councillor Huff-Larmond: Yes, we just need to find the interest for younger folks to play pickleball. I would also like to see Randolph getting a football league together.
- 2. Sandy Cohen, Bittersweet Lane: Is there anything in the ordinances about Councillors who miss so many meetings during the calendar year? Is there anything that states you have to attend so many meetings in a year? Council President Alexopoulos: There is nothing in the laws that says they have to attend or not attend any number of meetings. Town Attorney Griffin: To the extent that is a public record request, information about attendance at meetings can be produced through the minutes. Councillor Clerger: We used to have attendance accountability. Can we return back to that? Councillor Huff-Larmond: I don't believe it was something that was done formally.

Motions, Orders, and Resolutions

Councillor Gordon made a motion to reconsider action taken on Council Order 2023-028: Approval of Randolph Citizen Initiative Petition Concerning Mobility Hub: Shuttle Ban Service. I'd like to amend the bus petition to replace the phrase that was controversial two weeks ago which was "implementation by 2025." Councillor Huff-Larmond seconded the motion for the purpose of entering into a discussion.

Council President Alexopoulos read Section 29 of the Town Council's Rules and Regulations concerning Reconsideration.

Councillor Huff-Larmond: I want to know what the purpose of this is. Councillor Gordon: The reason for this is to be able to make a supplemental petition in order to put it on the November ballot. During the vote to approve Council Order 2023-028, the interpretation of the vote was based on the Town Attorney's interpretation versus mine and the petitioner's interpretation and I want to clarify that. I've discussed this with the petitioners and they're not sure if they want to put this on the ballot because they know it is a lot of work but they certainly agreed they want to have the choice. Councillor Huff-Larmond: In the room after the vote, the petitioners clapped following the vote. The public was excited we made a vote regarding what they wanted. As a Councillor who is responsible for this Town, it is no

reasonable to ask a business, government, or even an individual to research and test a produ not present it to the parties responsible for implementation. I don't know any business that research to take place and then not want to know what the findings show to be able to decide if it's even

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Councillor Clerger: What is the difference and will this give more power to the voters?

Councillor O'Connell: You asked for a cup of water and we gave you a cup of water but now you're asking for the whole reservoir. I'm happy with the decision we made so I'm not sure I understand where there is confusion.

Council President Alexopoulos: My understanding with this Council Order is that we would do a feasibility study for a mobility hub around the Town of Randolph. There were several residents present who provided comments which the Council took under advisement. Now I hear that you want to reconsider this, add verbiage in order to go obtain additional signatures so that this goes before a ballot in November. As Katrina noted earlier, it seems like you're forcing an issue on the community, on the residents, without understanding the scope or costs of such a project. The Council voted what it did based on the council order that was presented. I am not in favor of reconsidering and will be voting no on this matter and I think you should let it play out. We should obtain all the information and then make a rational decision based on the findings of the feasibility study. I think what you are doing is totally disingenuous and not fair to the Council.

Councillor Gordon: I agree that there should be another vote to go before the Council before this is implemented. By putting this on the ballot, the public would be able to choose. Council President Alexopoulos: The question becomes how the public vote on this intelligently without knowing what the costs are and how it's being funded. Councillor Gordon: The public would be able to show their support for or against. Councillor Huff-Larmond: From the beginning, you and your team gathered signatures, and when we sat here last week, you spoke about how easy it was to get these signatures because this is something the people want. The Council heard that and thought on the fact that this is indeed very much needed by the community. We voted this for the people. I don't see the difference in putting this on a ballot in hopes that the residents vote in favor of the feasibility study which the Council already voted in favor of. I feel like there is something not being said and I don't want to waste people's time.

Councillor Clerger: If there is a chance to give more power to the voters, then I will vote in favor of them.

Councillor C. Alexopoulos: I call the question. I ask for a vote on the main motion that was made, seconded by Councillor O'Connell.

Roll Call Vote: 6-0-0 (Absent: Brewer, Burgess, Egan)

Motion to call the question passes.

Roll call vote on Councillor Gordon's motion to reconsider action taken on Council Order 2023-028: Approval of Randolph Citizen Initiative Petition Concerning Mobility Hub: Shuttle Ban Service, which was seconded by Councillor Huff-Larmond: 2-4-0 (Nays: C. Alexopoulos, W. Alexopoulos, K. Huff-Larmond, O'Connell)

Motion fails.

reasonable.

New Business:

1. Council Order 2023-039: Transfer From Retained Earnings for Blue Drop Obligations

Council President Alexopoulos read Council Order 2023-039. Town Manager Howard provided a brief explanation of the purpose of this Council Order.

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Motion to approve Council Order 2023-039 as presented made by Councillor O'Connell, se Councillor C. Alexopoulos.

Roll Call Vote: 6-0-0 (Absent: Brewer, Burgess, and Egan) Motion passes.

2. Council Order 2023-040: Transfer of ARPA Revenue Loss Funds

Council President Alexopoulos read Council Order 2023-040. Town Manager Howard provided a brief explanation of the purpose of this Council Order.

Motion to approve Council Order 2023-040 made by Councillor Clerger, seconded by Councillor C. Alexopoulos.

Roll Call Vote: 6-0-0 (Absent: Brewer, Burgess, and Egan) Motion passes.

3. Council Order 2023-041: Authorization to Participate in the South Shore Consortium Home Program

Council President Alexopoulos read Council Order 2023-041. Town Manager Howard and Planning Director Michelle Tyler were present to provide additional information on the purpose of this Council Order.

Planning Director Michelle Tyler: The Home Investments Partnerships Program (HOME) program is established by HUD Housing and Urban Development. It provides grants to states and localities that communities can use to fund a wide range of activities including things related to affordable housing for income-eligible families. The South Shore Home Consortium is currently comprised of Braintree, Holbrook, Milton, Quincy, and Weymouth. The lead community in this program is Quincy. The consortium has to vote on whether or not we can be a part of the consortium and I was recently notified that we can join. In order to join this program, the legislative body of the entity (Randolph) would need to consent to join, then all the paperwork will be submitted to HUD. There is a contribution Randolph would need to make based on the allocation. That appropriation would not come from federal funds so we could have a matching requirement of up to 25% of these funds to support all of the potential opportunities for preventing homelessness or foreclosure in our community.

Motion to approve Council Order 2023-041 made by Councillor O'Connell, seconded by Councillor Clerger.

Roll Call Vote: 6-0-0 (Absent: Brewer, Burgess, and Egan) Motion passes.

Correspondence:

- 1. Comcast: There will be changes to the Xfinity TV services. Starz will be increasing its monthly price from \$8.99 to \$9.99 effective July 2023.
- 2. The Commonwealth's Department of Public Utilities submitted a Notice of Filing and Request for Comments for National Grid's petition to seek a mid-term modification to its 2022-2024 Three-Year Energy Efficiency Plan. The Department of Public Utilities will conduct a virtual public hearing on Thursday, July 20, 2023, at 2:00 PM. For details and information on how to provide public comments, please reach out to the Town Council office by phone or email, or visit the Department of Public Utilities website.

3. The Town of Randolph is hosting its annual Night Before The Fourth parade this Monday, parade kicks off at 7:00 PM, with fireworks starting at 9:00 PM at Randolph High School. In the Town of Randolph website for registration, volunteering, and sponsorship information.

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4. Lastly, it is encouraged for residents to visit the Randolph Intergenerational Community Center and Turner Free Library websites for information on community programs taking place in July and throughout the summer. Some examples include Kayaking at Powers Farm on Sundays from 12-4 PM; tie-dye workshops on July 15, 2023, and Gardening 101 courses. There are many programs available for groups of all ages.

Committee Reports:

Human Services/Seniors/Recreation Subcommittee: There will be a Green Communities presentation in the upcoming meeting scheduled on July 5th, 2023 at 5:30 PM.

Council Comments:

- 1. Councillor O'Connell: 1. I want to congratulate Team Bosco Burke for winning Honorary Mayor for this year's Night Before the Fourth Parade in Randolph. 2. I also had the pleasure of attending the Senior Prom and got to do the Cha-Cha Slide with Councillor Clerger and everyone who attended. Congratulations to Ms. Toby Swartz and Mr. Hanzel Cancel who won prom King and Queen.
- 2. Councillor Huff-Larmond: 1. Thank you to every who attended the Juneteenth Flag Raising and all who came to fellowship together at Powers Farm. The Master Plan Implementation Committee did a great job organizing everything. 2. There are various opportunities available through Randolph Youth Council coming up so please reach out to me if you are interested. 3. The Town of Randolph also posted a flyer for summer internships and job opportunities for the youth. Ninth and Tenth graders will receive community service hours, and Eleventh and Twelfth graders will receive compensation. 4. Lastly, this Saturday, July 1, Delta Sigma Theta, Inc. will be hosting a 5k run at the Randolph High School Track from 10 AM to 12 PM.
- 3. Councillor Gordon: 1. We had the Ken Clifton fundraiser at the recent Caribbean Connection event which was a lot of fun. I think that will become a tradition every year. 2. Last weekend was the one-year anniversary of Roe versus Wade. There were a lot of protests all around and I'm hoping to put together a protest for next year.
- 4. Councillor Clerger: I want to present my congratulations to Queen Swartz and King Hanzel. I want to encourage the community to attend and support the seniors of the community at next year's prom. It was a beautiful event and truly worth getting dressed up for.
- 5. Councillor C. Alexopoulos: Happy Fourth of July! I hope to see everyone at the Night Before the Fourth Parade on July 3rd. Just a reminder to all residents to be safe and be mindful of noise ordinances that can be found online.
- 6. Council President Alexopoulos: Please join us at the Night Before the Fourth parade which starts at the Higashi School and ends at the Randolph Highschool with fireworks. You can find a spot anywhere in between and watch the parade.

Adjournment:

Motion to adjourn made by Councillor Clerger, seconded by Councillor O'Connell.

Roll Call Vote: 6-0-0 (Absent: Egan, Brewer & Burgess)

Meeting adjourned at 8:14 PM.

Council Order: 2023-044 Introduced by: Town Manager Brian Howard

July 24, 2023

FY2024 Capital Improvement Plan

Ordered: That the Town of Randolph appropriate \$4,173,000 for the following projects:

Purpose	Department	Amount	Fund
Sewer I/I Program	DPW	\$700,000.00	Water/Sewer
Road Improvements	DPW	\$1,300,000.00	General
Brush Chipper	DPW	\$85,000.00	General
Bucket Truck	DPW	\$180,000.00	General
One Ton Dump Truck w/ Sander and Plow	DPW	\$250,000.00	General
Sewer Crane Truck	DPW	\$150,000.00	Water/Sewer
Water Deptartment Utility Trucks - (2)	DPW	\$170,000.00	Water/Sewer
Automated External Defibrillator (AED) - (15)	Police	\$43,000.00	General
RPD Taser Replacement Program - (70)	Police	\$320,000.00	General
Cruiser Replacement(s)	Police	\$175,000.00	General
Election Equipment	Town Clerk	\$150,000.00	General
Structural Firefighting Gear	Fire	\$70,000.00	General
Administrative Vehicle	Fire	\$65,000.00	General
Central Fire Station Apron Replacement	Fire	\$90,000.00	General
Ambulance Replacement	Fire	\$425,000.00	General

And to meet this appropriation, the Treasurer, with the approval of the Town Manager, is authorized to borrow \$4,173,000 under and pursuant to Chapter 44 of the General Laws, or pursuant to any other enabling authority, and to issue bonds or notes of the Town therefor.



5 Year Capital Improvement Plan

FY2024-FY2028



CAPITAL IMPROVEMENT PLAN

In an effort to provide "user friendly" documents to our citizens and decision makers, the Town has drafted a straight forward introductory section that answers the most commonly asked questions regarding capital planning. The following questions and answers define terms, describe processes, and details the needs and benefits of Randolph's capital planning activities.

What is the Capital Improvement Plan (CIP)?

The Capital Improvement Plan (CIP) is a multi-year plan used to coordinate the financing and timing of major public improvement and equipment needs of the Town of Randolph. It contains a list of capital projects and needs proposed for the Town within the next four years and reflects the recommendations of the Town Manager. The CIP identifies each proposed project and presents a summary description, estimate of cost and a method of financing.

What are capital expenditures and what criteria must be met to be included on the CIP?

A capital expenditure is defined in terms of the useful life of the asset and cost. In order for a request to be considered for inclusion in the CIP, the project must meet the following:

- Must protect health, safety and welfare of the community and town employees
- Must enhance the Town's ability to improve the quality of life in Randolph
- Must preserve existing assets and invest in resources to preserve and maintain assets to avoid larger future expenses
- Must have a useful life of at least five (5) years
- Must have a cost of \$25,000 or greater

What is the difference between the Capital Improvement Plan and the Capital Budget?

The first year of the CIP is the proposed Capital Budget. The Capital Budget consists of those projects which are presented by the Town Manager to the Town Council for consideration. The projects listed for subsequent years in the CIP are for planning purposes only and do not receive ultimate spending authority until they are incorporated into a capital budget and approved by the Town Council.

How is the Operating Budget related to the Capital Budget?

A capital budget is prepared separate from the operating budget, yet the two are closely linked. The annual operating budget provides for general municipal services, including personnel costs, supplies and other contractual services and equipment. Revenues for the operating budget are derived primarily from property taxes, local receipts and intergovernmental sources. Appropriations voted for the annual operating budget are for a single fiscal year.

In contrast, the capital budget is a multi-year budget. Capital projects typically require expenditures beyond a single fiscal year. These projects are often funded by borrowing, State and Federal grants or



CAPITAL IMPROVEMENT PLAN

can be supported by one-time funding sources such as free cash. The debt service expenses related to capital projects is included in the operating budget.

Why does the Town need a CIP?

The CIP provides a means of coordinating and centralizing the capital project requests of various departments thus eliminating wasteful overlap, duplication and delay. It focuses attention on the Town's goals and financial capability by comprehensively considering not only what capital projects departments may need, but equally important, what the Town can afford. Additionally, the formalized process allows more time for the study of the projects, encourages public discussion of proposed undertakings, and allows citizens the opportunity to provide input, advice, and recommendations with respect to proposed projects and expenditures.

How does having a Capital Plan save the Town money?

Investors and bond rating agencies stress the value of a Capital Plan for a municipality seeking to borrow funds. The absence of a rational, long-term planning instrument would weigh against the bond rating assigned to the Town. This would result in higher interest rates on bond issues and more tax dollars going to pay for interest on the borrowed funds. Randolph currently holds a superior credit rating of AA by S&P Global Ratings.

Another financial benefit from the capital plan process is the avoidance of poorly timed projects. Good planning can ensure that capital improvement efforts are coordinated and costly duplication is avoided. In addition, significant savings can accrue to taxpayers when major capital financing is coordinated so that bond issues are sold infrequently, but at good times during the economic cycle to take advantage of low interest rates.

How is the CIP developed?

The process for preparing the FY24-FY28 Capital Improvement Plan and its associated FY24 Capital Budget is consistent from year to year. It involves active participation by Department Heads planning on their department needs, submitting those needs in detail to the Town Manager and Director of Municipal Finance. The Town Manager will then form his recommendation for the current year. The Capital Budget is prepared in the context of a five-year determination of need by Departments, in conjunction with the Town's overall financial capacity to affordably accommodate the required needs.

Proposed projects are reviewed and prioritized based upon commonly used criteria such as health and safety factors, legal obligations and mandates, fiscal impact, environmental impact, community economic effects, and aesthetic as well as social effects on the quality of life experienced by Randolph residents. Projects are also examined in terms of their relationship and compatibility with Town wide goals and objectives.

The process and procedural steps are described below.



CAPITAL IMPROVEMENT PLAN

Early/Late Fall – a copy of the existing plan is distributed to departments for review, update and the addition of the next fifth year. While requests generally remain the same as in the initial request, there are occasionally changed circumstances which necessitate alterations to the requests.

Late Fall/Early Winter – The Town Manager and Director of Municipal Finance review project requests and prepare a draft of the current year capital plan including financing recommendations and estimated amounts.

Late Winter – the capital plan is finalized within the parameters of the established funding target. In making final decisions, the process includes a determination of actual needs and the prioritization of need based upon legal mandate, public safety and the effect of deferral. Any projects not approved for funding are typically deferred into the next plan.

Spring – Capital Budget is present to the Town Council for approval.

Why must the Capital Improvement Plan be continually updated?

The CIP must be reviewed annually by Town departments to ensure its effectiveness as a flexible, midrange strategic plan that links the annual budget with the multi-year financial forecasts. Each year, a current capital budget is approved and unfunded projects slated for later years are acknowledged on a planning basis only. In this respect, the CIP can be thought of as a "rolling" process because unfunded projects and those farther out in years typically move up after each year of review. It is important to note that each project in the plan must be recommended every subsequent year and as priorities and monetary constraints change, projects may be moved up, moved back or even eliminated.

Town of Randolph Capital Plan Summary by Department

Department	FY24	FY25	FY26	FY27	FY28	Total
Police	538,000	195,000	195,000	205,000	215,000	1,348,000
Fire	650,000	935,000	400,000	450,000	165,000	2,600,000
DPW	1,815,000	2,105,000	2,005,000	1,300,000	1,855,000	9,080,000
Library	-	-	-	69,000	-	69,000
Community Programs	-	150,000	30,000	-	-	180,000
System Administration	-	50,000	50,000	50,000	50,000	200,000
Finance	-	-	-	-	-	-
Town Clerk	150,000	-	-	-	-	150,000
Municipal Buildings	-	-	-	-	-	-
Total Municipal	3,153,000	3,435,000	2,680,000	2,074,000	2,285,000	13,627,000
Water/Sewer	1,020,000	700,000	850,000	700,000	90,000	3,360,000
Total Enterprise	1,020,000	700,000	850,000	700,000	90,000	3,360,000

Total Capital Requests	4,173,000	4,135,000	3,530,000	2,774,000	2,375,000	16,987,000

Capital Project Requests	Priority Rating	Funding Source	FY24 Request	FY25 Request	FY26 Request	FY27 Request	FY28 Request	Total
Police				•				
Automated External Defibrillators (AED)	1	LL	43,000					43,000
Cruisers (3) - Replacement	1	LL	175,000					175,000
Tasers	1	LL	320,000					320,000
Cruisers (3) - Replacement	1	LL		195,000				195,000
Cruisers (3) - Replacement	1	LL			195,000			195,000
Cruisers (3) - Replacement	1	LL				205,000		205,000
Cruisers (3) - Replacement	1	LL					215,000	215,000
Category Subtotal			538,000	195,000	195,000	205,000	215,000	1,348,000
Fire			65,000					65,000
Administrative Vehicle - Replacement	1	LL	65,000					65,000
Structural Firefighting Gear Replacement	1	LL LL	70,000					70,000 90,000
Central Station - Apron Replacement	1		90,000 425,000					
Ambulance Replacement	1	LL LL	425,000	975 000				425,000
Replacement Engine Pumper #3	_			875,000				875,000
Purchase SCBA Decontamination	1	LL LL		60,000	250,000			60,000
Radio equipment - purchase and replacement Utility service truck - replacement	1	LL			65,000			250,000 65,000
Structural Firefighting Gear Replacement	1	LL			85,000			85,000
Ambulance Replacement	1	LL			83,000	450,000		450,000
Administrative Vehicle - Replacement	1	LL				430,000	75,000	75,000
Structural Firefighting Gear Replacement	1	LL					90,000	90,000
Category Subtotal	1	LL	650,000	935,000	400,000	450,000	165,000	2,600,000
Public Works			030,000	755,000	400,000	430,000	103,000	2,000,000
Street paving and improvements	1	LL	1,300,000	1,300,000	1,300,000	1,300,000	1,300,000	6,500,000
Dump Truck w/ Sander and Plow	1	LL	250,000	250,000	250,000	1,500,000	1,500,000	750,000
Bucket Truck	1	LL	180,000	250,000	250,000			180,000
Brush Chipper	1	LL	85,000					85,000
Mason crane truck	1	LL	02,000	150,000				150,000
Tag compressor	1	LL		65,000				65,000
Skid steer with milling	1	LL		75,000				75,000
Salt shed	1	LL		200,000				200,000
Roller with trailer	1	LL		65,000				65,000
Six (6) wheel dump	1	LL		,	115,000			115,000
Mini excavator with trailer	1	LL			165,000			165,000
Tag trailer for large excavator	1	LL			25,000			25,000
Sidewalk paver	1	LL			150,000			150,000
One Ton Dump Truck	1	LL			ĺ		90,000	90,000
Front End Loader	1	LL					260,000	260,000
Park Mower	1	LL					25,000	25,000
Trackless Sidewalk Machine	1	LL					180,000	180,000
Category Subtotal			1,815,000	2,105,000	2,005,000	1,300,000	1,855,000	9,080,000
Library								
Replace roof and add solar panels	1	LL				69,000		69,000
Category Subtotal			-	-	-	69,000	-	69,000
Community Programs								
Rink - Bathroom/Locker Room Safety Upgrades	1	LL		57,000				57,000
Pool - Accessibility Upgrades	1	LL		28,000				28,000
Senior Transportation Van	1	LL		65,000				65,000
Senior Transportation Van	1	LL			30,000			30,000
Category Subtotal			-	150,000	30,000	-	-	180,000
System Administration								
Server/Computer Hardware	1	LL		50,000	50,000	50,000	50,000	200,000
Category Subtotal			-	50,000	50,000	50,000	50,000	200,000
Town Clerk								
Election equipment - Tabulators and Poll Pads	1	LL	150,000					150,000
Category Subtotal			150,000	-	-	-	-	150,000
Water/Sewer								
Sewer I&I program (MWRA)	1	ENT	700,000	700,000	700,000	700,000		2,800,000
Utility Trucks - (2 Water)	1	ENT	170,000					170,000
Crane Truck (Sewer)	1	ENT	150,000					150,000
Watering truck	1	ENT			150,000			150,000
Utility Truck - Water	1	ENT					90,000	90,000
Category Subtotal			1,020,000	700,000	850,000	700,000	90,000	3,360,000
Total 5 Year Capital Requests - All Departments			4,173,000	4,135,000	3,530,000	2,774,000	2,375,000	16,987,000

Funding Source			FY24		FY25		FY26		FY27		FY28		Totals
Free Cash		\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Capital Exclusion		\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Excluded Debt - Proposed		\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Levy Limit Debt - New		\$	3,153,000	\$	4,135,000	\$	2,680,000	\$	2,074,000	\$	2,285,000	\$	14,327,000
Ambulance Receipt Reserve Fund		\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Enterprise Fund Retained Earnings Enterprise - New debt Enterprise - State Revolving Fund Debt		\$ \$ \$	1,020,000	\$ \$ \$	-	\$ \$ \$	850,000 -	\$ \$ \$	700,000	-	90,000	\$ \$ \$	2,660,000
	Total of All Requests	\$	4,173,000	\$	4,135,000	\$	3,530,000	\$	2,774,000	\$	2,375,000	\$	16,987,000



Section F, Item1.

	De	partm	artment: Randolph Police						
	Pr	epared	By:	Chief Anthony	T. Marag				
	Da	ite:		05/11/2023					
1. Project Name:	Auto	mated]	Externa	l Defibrillators	5. FY Request:	_2024			
2. Project Location:	Rand	olph			6. Source of Funding:	Capital			
3. Priority Rating: (Scale of 1-5)	1				7. Est. Date of Completion:	2025			
4. Est. Cost:	43,00	00			8. Useful Life:	<u>5+</u> years			
9. Does this replace an existing item:	YES	NO ⊠	IF <u>YES</u> :		emyears rent item:				
10. Project Descripti	on:	15 A	15 Automated External Defibrillators (AED)						
11. Describe Impact Operating Budge		The o	perating	ng budget would not be able to absorb the costs to purchase the AED's.					
12. Describe Departr Priority:	nent	savin equip respo create	g measu ped. Eo nse to n es a lag	res. 15 additiona quipping all cruise nedical emergenci	I AED's would eners with an AED is less as opposed to a lical care. Early of	the community quick access to lifensure that all cruisers are ncreases the instances of quick not having an AED ready which defibrillation has been proven to be			



Section F, Item1.

	De	partm	ent:	Randolph Polic	e			
	Pr	epared	l By:	Chief Anthony	T. Marag			
	Da	ite:		05/11/2023				
1. Project Name:	Polic	e Cruis	sers		5. FY Request: 6. Source of	2024		
2. Project Location:	Rand	olph			Funding:	Capital		
3. Priority Rating: (Scale of 1-5)	1				7. Est. Date of Completion:	2025		
4. Est. Cost:	175,0	000			8. Useful Life:	<u>5+</u> years		
9. Does this replace an existing item:	YES 🖂	NO	IF <u>YES</u> :	Age of current ite Condition of current Make/Model:	ent item: Fa	air		
10. Project Description	on:	3 Po	3 Police Cruisers with necessary equipment.					
11. Describe Impact Operating Budge		The o	peratin	g budget would no	t be able to absor	rb the costs to purchase the vehicles.		
12. Describe Departr Priority:	ment	Polic	ing requ	uires functional and	l safe vehicles to	provide service to the community.		



Section F, Item1.

voidte	De	partm	ent:	Randolph Police					
	Pr	epared	l By:	Chief Anthony T.	Marag				
	Da	ite:		05/11/2023					
1. Project Name:	Taseı	`S		5.	. FY Request:	2024			
				6.	. Source of				
2. Project Location:	Rand	olph			Funding:	Capital			
3. Priority Rating:				7.	Est. Date of				
(Scale of 1-5)					Completion:	2025			
4. Est. Cost:	320,0	000		8.	. Useful Life:	<u>5+</u> years			
9. Does this	YES	NO	IF	Age of current item					
replace an existing item:			YES:	Condition of curren					
J				Make/Model:	Taser X26P				
10. Project Description	on:		Replacement of Taser X26P's, as well as purchase new ones for recruits. 70 total devices needed.						
11. Describe Impact Operating Budge			The operating budget would not be able to absorb the costs to replace and upgrade the current outdated/unsupported tasers.						
12. Describe Departr Priority:	ment	The current tasers have been discontinued. Axon (formerly Taser Corp.) will no longer support the tasers with software and will not repair any that fail. They also will not cover liability on any components over 5 years old.							



Section F, Item1.

ncorporated Ind	Pr	epartm eparec			ire Department partment Ron Cassford						
1. Project Name:		inistrat acemen	ive Veh	icle -	5. FY Request:	2024					
2. Project Location:	N/A				6. Source of Funding: 7. Est. Date of	Capital Borrowing					
3. Priority Rating: (Scale of 1-5)	_1				Completion:	2024					
4. Est. Cost:	65,00	00			8. Useful Life:	10 years					
9. Does this replace an existing item:	YE S ⊠	NO	IF YES :								
10. Project Descript	ion:	list. A replace Chevic Chief Pickuthis ty and the office	And supposement rolet Silf Shift Cap style type of vone curred as Car	ply it with necessary of our current Squared to the Squared to the Squared to the Squared truck, which is matchiele. The new cent chief of operation of the current care of the squared to	and 1 service utility and 1 position which are the vehicle being any years over the vehicle will become ons vehicle will by the first 5, the Silverado	the Massachusetts state vehicle bid hts and radio equipment. The cy pickup truck and move our 2010 ch is also used as the backup Deputy g replaced is a 1996 Ford F350 to 15 year life span recommended for me the chief of operations vehicle be passed over to the Fire Prevention will become the Squad 1 vehicle.					
11. Describe Impact Operating Budg			This is consistent with how we rotate vehicles within the department. This vehicle has been serving the Town for more than 25 years now and is startin to show the effects of an aging emergency response vehicle.								

Section F, Item1.

12. Describe Department Priority:

The vehicle is a Priority 1 as it will be over 25 years old, the life span of a frontline service vehicle.



Section F, Item1.

porated	De	partm	ent:	Randolph Fire	andolph Fire Department					
	Pr	epared	By:	Chief of Depar	tment Ron Cass	ford				
	Da	ite:		5/11/2023						
1. Project Name:	•	cemer ghting	nt of Str gear	uctural	5. FY Request:	2024				
2. Project Location:	N/A				6. Source of Funding:	Capital Borrowing				
3. Priority Rating: (Scale of 1-5)	1				7. Est. Date of Completion:	2024				
4. Est. Cost:	70,00	00			8. Useful Life:	<u>10</u> years				
9. Does this replace an existing item:	YES 🖾	NO	IF <u>YES</u> :		em: <u>11</u> years rent item: <u>goo</u> 2013 Morn	-				
1() Project Description:			The replacement of our structural firefighting gear that will reach the 10 year life span per National Fire Protection Agency (NFPA) standards.							
11. Describe Impact Operating Budge		Prote	ction Ed	quipment (PPE) th	at will be expiring	tment's memberships Personal g in 2013-2014. The cost would be for this important purchase.				

Section F, Item1.

12. Describe Department Priority:

The PPE replacement is a priority in such that it is the gear the firefighters wear into the emergency incident. It is paramount to the safety of our members to have gear that is not degraded or older than the NFPA standard.



Section F, Item1.

Porated	De	partm	ent:	DPW and Fire	Department					
	Pr	epared	By:	Chris Pellitter	i ,					
	Da	ite:		5/5/2023						
1. Project Name:	Centr	al Stat	ion Ap	ron Replacement	5. FY Request:	FY24				
2. Project Location:	10 M	emoria	ıl Park	Drive	6. Source of Funding:					
3. Priority Rating: (Scale of 1-5)	1				7. Est. Date of Completion:					
4. Est. Cost:	\$90,0	00.00			1 <u>0+</u> years					
9. Does this replace an existing item:	YES 🖂	NO	IF <u>YES</u> :	Condition of cur	rent item: Poo	r				
10. Project Descripti	on:			is to replace the d on Memorial Park		alk apron in front of the Central				
11. Describe Impact Operating Budge				ent will reduce the also not need patch	need for repeated patching. The ing and repair.					
12. Describe Departi Priority:	ment	hazaı	rds for			o replace so the there are no trip the sidewalk and will also give fire				



Section F, Item1.

voidto	De	partm	partment: Randolph Fire Department							
	Pro	epared	By:	Chief of Departi	ment Ron Cassfor	d				
	Da	te:	·	5/11/2023						
1. Project Name:	Ambu	lance F	Replacen	nent	5. FY Request:					
2. Project Location:	N/A				6. Source of Funding:	Capita	al Borrowing/ARPA			
3. Priority Rating: (Scale of 1-5)	_1				7. Est. Date of Completion:	2024				
4. Est. Cost:	425,00	00			8. Useful Life:	6-8	years			
9. Does this replace an existing item:	YES 🗵	NO 🗆	IF <u>YES</u> :	Age of current item: 7 years Mileage 110,805 Condition of current item: good Make/Model: 2017 Ford F550 Lifeline Ambulance						
10. Project Descriptio	n:	of 201 the pa	17. Curr	Ford Lifeline Ambulance that was purchased and put into service in October ently the vehicle has 110,805 miles and has been in need of a few repairs over ears. This is currently our second oldest Ambulance in the fleet. Mileage will mb and repairs are expected to increase in frequency with age.						
11. Describe Impact o Operating Budge		ambuincrea grant	lance app se the sa from the	paratus, we can redu afe response and tra	uce maintenance ex nsport of patients a 100 for this ambula	spenditund firefunce how	m. By replacing our aging ares, vehicle downtime and aghters. We have received a vever it is a reimbursed grant so			

Section F, Item1.

12. Describe Department Priority:

This is a priority 1 within the department as it is a vital part of our delivery of Emergency Medical Services. Currently medical incidents make up over 70 percent of our emergency responses.



Section F, Item1.

Porated	Department: Prepared By:			DPW .	o e				
				Chris Pellitteri					
	Da	te:		5/5/2023	5/5/2023				
1. Project Name:	Straat	t Davin	a Impr	ovements	5. FY Request:	FY24			
1. Froject Name.	Silee	t I aviii	g mipro	ovements		1124			
2. Project Location:	Town	wide	- 1		6. Source of Funding:	Capit	al		
3. Priority Rating: (Scale of 1-5)	1				7. Est. Date of Completion:	2024			
4. Est. Cost:	\$1,30	0,000.	00	,	8. Useful Life:	<u>20</u>	years		
9. Does this replace an existing item:	YES	NO 🗆	IF <u>YES</u> :	Age of current item years Mileage Condition of current item: Poor Make/Model:					
10. Project Description: Addition				unds for roads and	l sidewalks (\$700,	,000 pr	ovided by MASSDOT CH90)		
11. Describe Impact on Operating Budget:			Majority of roads and sidewalks are in very poor condition						
12. Describe Departr Priority:	ment			P		,			



Section F, Item1.

porate	Department: Prepared By:		ent:	DPW					
			Ву:	Chris Pellitteri					
	Da			5/5/2023	5/5/2023				
 Project Name: Project Location: Priority Rating: (Scale of 1-5) Est. Cost: Does this replace an 	Dump DPW	OTruck with Sander and Plow O00.00 Age of current Condition of cu			6. Source of Funding: 7. Est. Date of Completion: 8. Useful Life: em 32 rent item: Po	years or	10+ years Mileage 7		
existing item:				Make/Model: Chevy Top Kick Dump Truck and Internation DT466 Sander				International	
10. Project Descripti	on:	High	This project is to replace the existing Dump Truck and International Sander for the Highway Department. This project will replace two trucks with one and will be used year-round as opposed to seasonal.					Sander for the and will be used	
11. Describe Impact on Operating Budget: Replacing this equidation Highway Department this truck to pass a two trucks with on insurance as well.				epartment. The pase pass and stay in co- with one truck that	t few years it has ompliance with s	become tate safe	e more and mety inspection.	ore difficult for By replacing	
12. Describe Depart Priority:	ment	This project is a top priority for the department to snow equipment. The DPW has an aging fleet of the part of public safety during the winter months.					vehicles and	ary piece of hey are a vital	



Section F, Item1.

		partm	ent:	DPW Chris Pellitteri				
		epared	By:					
	Da	te:		5/5/2023				
1. Project Name:	Buck	et Truc	k	5. FY Request: FY24				
2. Project Location:	DPW			6. Source of Funding:				
3. Priority Rating: (Scale of 1-5)	1			7. Est. Date of Completion:				
4. Est. Cost:	\$180.	,000.00)	8. Useful Life:10+ years				
9. Does this replace an existing item:	YES 🖂	NO	IF YES:	Age of current item years				
10. Project Descripti	This	truck is	is to replace the existing Bucket Truck for the Highway Department. used for storm clean up and routine tree maintenance. A new truck will n readiness for emergencies during and after storms.					
11. Describe impact on Highway			way De	this equipment will reduce the burden on the repair budget for the Department. The past few years it has become more and more difficult for o pass and stay in compliance with state safety inspection.				
				et truck will help maintain readiness for emergencies during and after is a top priority.				



Section F, Item1.

porated	partm	ent:	DPW							
	Prepared By:			Chris Pellitteri						
	Da	te:		5/5/2023						
1. Project Name:	Brusl	n Chip	per		5. FY Request:	FY24				
2. Project Location:	DPW				6. Source of Funding:					
3. Priority Rating: (Scale of 1-5)	1				7. Est. Date of Completion:					
4. Est. Cost:	\$85,0	00.00			8. Useful Life:		10+ years			
9. Does this replace an existing item:	YES 🖂	NO	IF <u>YES</u> :	Condition of cur	rent item: Po	or	Mileage 600 Hours			
10. Project Description	Project Description: This brush				storm clean up an	nd routin	the Highway Department. he tree maintenance. A new uring and after storms.			
11. Describe Impact Operating Budge		High	way De		will reduce the burden on the repair budget for the will also reduce the need to have a rental machine while down for repairs.					
12. Describe Departr Priority:	nent	A ne	w chipp	er will help maint	ain readiness for	emerger	ncies during and after storms.			



Section F, Item1.

worate-	partm	ent:	Town Clerk's	Office			
	Pr	epared	l By:	Cheryl Sass			
	Da	ite:		5/12/2023			
1. Project Name:	` /	Pollboo		act Tabulators, (1) Central	5. FY Request:	2024	
 Project Location: Priority Rating: 	Town	n Clerk	's Offic	ce	6. Source of Funding: 7. Est. Date of	Capital	
(Scale of 1-5)	1				Completion:	2 months	
4. Est. Cost:	\$150	,000			8. Useful Life:	years	
9. Does this replace an existing item:	YES ⊠	NO	IF <u>YES</u> :	Condition of cur	tem <u>20</u> years Mileage rrent item: <u>Fair</u> Accuvote Tabulators		
10. Project Description:		Pollp Votin out be Central people precinal	eir usefume increads: Wag in Peooks useful Scanle to von ncts on e. A hij	al life. Regular manager to a currently have 2 rson. This technoted on Election Dates. This is a high te by mail in Nove election day, open	aintenance and reget as Accuvote repollpads that are logy can also reply, which will streen the speed tabulator. The med, and fed through will aid in process.	ators are 20 years old and at the end furbished replacement parts have no longer supports the tabulators. The used to check voters in during Early lace the paper check in and check amline the process. We are expecting close to 10,000 ose ballots are usually sent to the gh the tabulator. This takes hours at ssing the ballots prior to election day	
11. Describe Impact Operating Budge		Costs	s will be	e added each year	for maintenance,	software and application warranties.	
12. Describe Departr Priority:	ment	in Ma	arch of	2024 and the Pres nat we have tabula	idential Election i	including the Presidential primary n November of 2024. It is be serviced properly before and after	



Section F, Item1.

Porated	partm	ent:	DPW							
	Prepar			epared By: Chris Pellitteri						
	Da	ite:		5/5/2023						
1. Project Name:	Sewe	r I&I			5. FY Request:	FY24	1			
2. Project Location:	Town	n Wide		in vi	6. Source of Funding:	Capit	tal			
3. Priority Rating: (Scale of 1-5)	1				7. Est. Date of Completion:	2024				
4. Est. Cost:	\$700.	,000.00)		8. Useful Life:	20	years			
9. Does this replace an existing item:	YES	NO 🗆	IF <u>YES</u> :	Age of current item years Mileage Condition of current item: Poor Make/Model:						
10. Project Description: Elimin				of inflow into the	sewer system.					
			This is intended to limit the excess flow of ground water into the sewer system to control the costs of sewerage disposal.							
12. Describe Department Priority:										



Section F, Item1.

Dep		partme	ent:	DPW Chris Pellitteri					
	pared								
	Da	te:		5/5/2023					
1. Project Name:	Water	· Depa	rtment l	Utility Truck (2) 5. FY Request: FY24					
2. Project Location:	DPW	Water	Depart	6. Source of tment Funding:					
3. Priority Rating: (Scale of 1-5)	1			7. Est. Date of Completion:					
4. Est. Cost:	\$85,0	00.00		8. Useful Life: <u>10+</u> years					
9. Does this replace an existing item:	YES 🖂	NO 🗆	IF YES:	Age of current item years					
10. Project Descripti	This project is to the existing utility truck that the is in poor condition. This new vehicle will be equipped with a new crane mounted on a utility body. This vehicle will also be used for snow removal and will be powered by a gasoline engine to avoid potential emissions issues.								
11. Describe Impact on Operating Budget: Repair of parts are budget.			are har	osts to get this vehicle continue to rise year over year while replacement harder to find. This replacement will reduce the overall cost to the repair					
12. Describe Department sewer				ect is a top priority for the department to replace this necessary piece of intenance equipment. The Water Department needs to respond to cies with reliable and safe equipment.					



Section F, Item1.

orporated	partm	ent:	DPW				
	Pro	epared	By:	Chris Pellitteri			
	Da	ite:		5/5/2023			
1. Project Name:	Sewe	r Cran	e Truck	5. FY Request: FY24			
2. Project Location:	DPW	r		6. Source of Funding:			
3. Priority Rating: (Scale of 1-5)	1			7. Est. Date of Completion:			
4. Est. Cost:	\$150	,000.00)	8. Useful Life:10+ years			
9. Does this replace an existing item:	YES ⊠	NO 🗆	IF YES:	Age of current item years			
10. Project Description:		This project is to the existing crane truck that the is in poor condition. This new vehicle will be equipped with a new crane mounted on a utility body. This vehicle will also be used for snow removal and will be powered by a gasoline engine to avoid potential emissions issues.					
11. Describe Impact Operating Budge	Repair costs to get this vehicle continue to rise year over year while replacement parts are harder to find. This replacement will reduce the overall cost to the repair budget.						
12. Describe Departi Priority:	This project is a top priority for the department to replace this necessary piece of sewer maintenance equipment. The Sewer Department needs to respond to emergencies with reliable and safe equipment.						



Section F, Item1.

	Department: Prepared By: Date:			Town Clerk's	Office			
				Cheryl Sass				
				5/12/2023				
 Project Name: Project Location: Priority Rating: (Scale of 1-5) Est. Cost: Does this replace an 	(24) Scan	Pollbooner ner		ct Tabulators, (1) Central e Age of current it Condition of current		-		
existing item:			113.	Make/Model: _	Accuvote Ta	abulators		
10. Project Description:		Pollpa Votin out bo	ir usefune incre ads: We g in Per poks use al Scanne to vote acts on e	I life. Regular ma asingly harder to g e currently have 2 son. This technology of on Election Day her: This is a high to by mail in Nover election day, opens	intenance and ref get as Accuvote n pollpads that are ogy can also replay, which will streat speed tabulator. mber, 2024. Thosed, and fed through will aid in proces	tors are 20 years old and at the end furbished replacement parts have to longer supports the tabulators. used to check voters in during Early ace the paper check in and check amline the process. We are expecting close to 10,000 se ballots are usually sent to the gh the tabulator. This takes hours at sing the ballots prior to election day		
11. Describe Impact o Operating Budget		Costs will be added each year for maintenance, software and application warr						
12. Describe Departm Priority:	ent	in Mai	ch of 20	024 and the Presid	ential Election in	November of 2024. It is e serviced properly before and after		



Section F, Item1.

<u> </u>	Department:			Randolph Pol	ice		
	Pi	repare	d By:	Chief Anthony	y T. Marag		
	D	ate:		05/11/2023			
1. Project Name:	Auto	mated	Externa	l Defibrillators	5. FY Request:	2024	
2. Project Location:	Ranc	lolph			6. Source of Funding:	Capital	
3. Priority Rating: (Scale of 1-5)	1	145 Maria (156 Maria (7. Est. Date of Completion:	2025	
4. Est. Cost:	43,00	00			8. Useful Life:	<u>5+</u> years	
9. Does this replace an existing item:	YES	NO ⊠	IF YES:		temyears rent item:		
10. Project Descriptio	on:	15 Automated External Defibrillators (AED)					
11. Describe Impact o Operating Budget	The op	he operating budget would not be able to absorb the costs to purchase the AED's.					
12. Describe Departm Priority:	ent	AED's are a vital piece of equipment that gives the community quick access to life-saving measures. 15 additional AED's would ensure that all cruisers are equipped. Equipping all cruisers with an AED increases the instances of quick response to medical emergencies as opposed to not having an AED ready which creates a lag in imperative medical care. Early defibrillation has been proven to be the most important link in the chain of survival.					



Section F, Item1.

Dorate	D	epartn	nent:	Randolph Poli	ce				
	Pı	repare	d By:	Chief Anthony	T. Marag				
	D	ate:		05/11/2023					
1. Project Name:	Polic	e Crui	sers		5. FY Request:	2024			
2. Project Location:	Ranc	lolph			6. Source of Funding:	Capital			
3. Priority Rating: (Scale of 1-5)	1				7. Est. Date of Completion:	2025			
4. Est. Cost:	175,0	000			8. Useful Life:	<u>5+</u> years			
9. Does this replace an existing item:	YES 🖂	NO	IF <u>YES</u> :	Age of current item5+years Mileage Condition of current item:Fair Make/Model:Ford					
10. Project Description	on:	3 Pol	ice Cru	isers with necessa	ry equipment.				
11. Describe Impact of Operating Budge		The o	perating	g budget would no	t be able to absort	b the costs to purchase the vehicles.			
12. Describe Departm Priority:	ient	Polici	ng requi	ires functional and	I safe vehicles to p	provide service to the community.			



Section F, Item1.

porated		epartm epared			Randolph Police Chief Anthony T. Marag					
	Da	ate:		05/11/2023						
1. Project Name:	Tase	rs			5. FY Request:	2024				
2. Project Location:	Rand	lolph			6. Source of Funding:	Capital				
3. Priority Rating: (Scale of 1-5)	1				7. Est. Date of Completion:	2025				
4. Est. Cost:	320,0	000			8. Useful Life:	<u>5+</u> years				
9. Does this replace an existing item:	YES	NO	IF <u>YES</u> :	Condition of cur	Age of current item5+years Condition of current item:Fair Make/Model: Taser X26P					
10. Project Description	on:	Repla device	cement es neede	of Taser X26P's, as well as purchase new ones for recruits. 70 total d.						
11. Describe Impact of Operating Budget		The o	perating rrent ou	budget would no tdated/unsupporte	oudget would not be able to absorb the costs to replace and upgrade lated/unsupported tasers.					
12. Describe Departm Priority:	ent	longer	support	the tasers with s	scontinued. Axon oftware and will no omponents over 5	(formerly Taser Corp.) will no ot repair any that fail. They also years old.				



Section F, Item1.

Corporated 11	D	eparti	nent:	Randolph Fire Department				
		repare		Chief of Depa	rtment Ron Cass	ford		
	D	ate:		5/11/2023				
 Project Name: Project Location: 		laceme	tive Vel nt	hicle -	5. FY Request: 6. Source of Funding: 7. Est. Date of Completion:	2024 Capital Borrowing		
3. Priority Rating: (Scale of 1-5)	_1	H-100				2024		
4. Est. Cost:	65,0	00			8. Useful Life:	10 years		
9. Does this replace an existing item:	YE S ⊠	NO	VES Condition of current items foin					
10. Project Description: 10. Project Description: Inst. And suppreplacement of Chevrolet Sill Chief Shift C Pickup style to this type of very and the current office as Car in the Chevrolet Sill Chief Shift C Pickup style to the current of the current of the Chevrolet Sill Chief Shift C Pickup style to the current of the current of the current of the Chevrolet Sill Chief Shift C Pickup style to the current of the current				of our current Squ verado to the Squ ommand vehicle. truck, which is ma ehicle. The new ve nt chief of operati 5. The current ca	ary emergency light and I service utility and I position which are vehicle being any years over the vehicle will become ons vehicle will be r 5, the Silverado	he Massachusetts state vehicle bid hts and radio equipment. The y pickup truck and move our 2010 th is also used as the backup Deputy replaced is a 1996 Ford F350 15 year life span recommended for the the chief of operations vehicle to passed over to the Fire Prevention will become the Squad 1 vehicle. thin the department.		
11. Describe Impact of Operating Budge		This v to sho	ehicle h w the ef	nas been serving the fects of an aging	he Town for more emergency respon	than 25 years now and is starting se vehicle.		

12. Describe Department Priority:

The vehicle is a Priority 1 as it will be over 25 years old, the life span of a frontline service vehicle.



Section F, Item1.

orporated 1	P	epartm repared ate:			Randolph Fire Department Chief of Department Ron Cassford 5/11/2023					
1. Project Name:		acemei ighting	nt of Str gear	uctural	5. FY Request: 6. Source of	2024				
2. Project Location:	N/A				Funding:	Capital Borrowing				
3. Priority Rating: (Scale of 1-5)	1				7. Est. Date of Completion:	2024				
4. Est. Cost:	70,0	00			8. Useful Life:	<u>10</u> years				
9. Does this replace an existing item:	YES ⊠	NO 🗆	IF <u>YES</u> :		em: <u>11 y</u> ears rent item: <u>good</u> 2013 Morn					
10. Project Descriptio	on:	The re	eplacem per Nati	ent of our structu onal Fire Protection	iral firefighting ge on Agency (NFPA)	ear that will reach the 10 year life standards.				
11. Describe Impact of Operating Budget		Protec	tion Eq	uipment (PPE) tha	at will be expiring	ment's memberships Personal in 2013-2014. The cost would be for this important purchase.				

12. Describe Department Priority:

The PPE replacement is a priority in such that it is the gear the firefighters wear into the emergency incident. It is paramount to the safety of our members to have gear that is not degraded or older than the NFPA standard.



Section F, Item1.

*Orporated 1	P	epartm reparec ate:		Randolph Fire Department Chief of Department Ron Cassford 5/11/2023			
1. Project Name:	Amb	ulance	Replacer	ment	5. FY Request:	2024	
2. Project Location:	N/A				6. Source of Funding:	Capital Borrowing/ARPA	
3. Priority Rating: (Scale of 1-5)	_1				7. Est. Date of Completion:	2024	
4. Est. Cost:	425,0	00			8. Useful Life:	6-8 years	
9. Does this replace an existing item:	YES	NO	IF YES:	eage 110,805			
10. Project Description	n:	the pa	s 110,805 miles and ly our second oldes	chased and put into service in October d has been in need of a few repairs over t Ambulance in the fleet. Mileage will e in frequency with age.			
11. Describe Impact or Operating Budget		increas	ance app se the sa rom the	uation of our ambulance replacement program. By replacing our aging aratus, we can reduce maintenance expenditures, vehicle downtime and response and transport of patients and firefighters. We have received a DFS to pay \$250,000 for this ambulance however it is a reimbursed grant so d for payment, and they will be reimbursed.			

12. Describe Department Priority:

This is a priority 1 within the department as it is a vital part of our delivery of Emergency Medical Services. Currently medical incidents make up over 70 percent of our emergency responses.



CAPITAL IMPROVEMENT COMMITTEE

porate	D	epartn	nent:	DPW and Fire	e Department			
	Pi	epare	d By:	Chris Pellitter	i			
	D	ate:		5/5/2023				
1. Project Name:	Cent	ral Sta	tion Ap	ron Replacement	5. FY Request:	FY24		
2. Project Location:	_10 M	lemoria	al Park	Drive	6. Source of Funding:			
3. Priority Rating: (Scale of 1-5)	1				7. Est. Date of Completion:			
4. Est. Cost:	\$90,0	00.00	F	ř.	8. Useful Life:	10+ years		
9. Does this replace an existing item:	YES 🖂	NO	IF YES:	Condition of cur	tem <u>Unknown</u>	or		
10. Project Descriptio	on:	This Fire S	project Station	is to replace the do on Memorial Park	riveway and sidew drive.	alk apron in front of the Central		
11. Describe Impact o Operating Budge	Replacing the existing pavement will reduce the need for repeated patching. The concrete sidewalk apron will also not need patching and repair.							
Priority:			ds for st	s a top priority for tudents and pedest olid driveway.	r the department to rians walking on t	replace so the there are no trip he sidewalk and will also give fire		
	L							

OF RANDOPPH

CAPITAL IMPROVEMENT COMMITTEE

Porated	D	epartn	ent:	DPW					
	Pr	epare	d By:	Chris Pellitte	ri			_	
	Date: 5/5/2023								
1. Project Name:	Chap	oter 90			5. FY Request:	FY2	4		
2. Project Location:	Tow	n Wide	9		6. Source of Funding:	Mass	sDOT		
3. Priority Rating: (Scale of 1-5)	1				7. Est. Date of Completion:	2024			
4. Est. Cost:	\$700	,000.00)	· · · · · · · · · · · · · · · · · · ·	_ 8. Useful Life:	20	years		
9. Does this replace an existing item:	YES	NO 🗆	IF YES:	Condition of cu	of current item years Mileage ition of current item: Poor e/Model:				
10. Project Descriptio	on:	Fund	ing for	roads and sidewa	lks.				
11. Describe Impact of Operating Budge		A ma	jority o	f the roads and si	dewalks are in poo	r cond	ition.		
12. Describe Department Priority:									

OF RANDOLPH Thomporated 197

CAPITAL IMPROVEMENT COMMITTEE

Porated	Pr	epartm epared ate:		DPW Chris Pellitte	Chris Pellitteri				
 Project Name: Project Location: Priority Rating: (Scale of 1-5) 	Town	ı Wide		ovements	5. FY Request: 6. Source of Funding: 7. Est. Date of	FY24 Capital			
4. Est. Cost: 9. Does this replace an existing item:		00,000. NO		Condition of cu	8. Useful Life: 20 years Int item years Mileage current item: Poor :				
10. Project Descriptio	on:	Addit	ional fu	unds for roads an	d sidewalks (\$700,	000 provided by MASSDOT CH90)			
11. Describe Impact on Operating Budget: Majority				oads and sidewal	lks are in very poor	condition			
12. Describe Department Priority:									



CAPITAL IMPROVEMENT COMMITTEE

Borates	De	partm	ent:	DPW ·				
	Pr	epared	By:	Chris Pellitteri				
	Da	ate:		5/5/2023				
1. Project Name:	Wate	r Depa	rtment	Utility Truck (2) 5. FY Request: FY24				
2. Project Location:	DPW	Wate	r Depar	6. Source of tment Funding:				
3. Priority Rating: (Scale of 1-5)	1			7. Est. Date of Completion:				
4. Est. Cost:	\$85,0	00.00	.00 8. Useful Life: 10+ years					
9. Does this replace an existing item:	YES 🖂	NO 🗆	IF YES:	Age of current item 14 years Mileage 103,400 Condition of current item: Poor Make/Model: Ford F350 Utility Truck				
10. Project Description:		This project is to the existing utility truck that the is in poor condition. This new vehicle will be equipped with a new crane mounted on a utility body. This vehicle will also be used for snow removal and will be powered by a gasoline engine to avoid potential emissions issues.						
11 Describe impact on				to get this vehicle continue to rise year over year while replacement der to find. This replacement will reduce the overall cost to the repair				
Priority: sewer			mainte	is a top priority for the department to replace this necessary piece of enance equipment. The Water Department needs to respond to with reliable and safe equipment.				





Porate	D	epartn	nent:	DPW
	Pr	epare	d By:	Chris Pellitteri
	Da	ate:		5/5/2023
1. Project Name:	Sewe	er Cran	e Truck	5. FY Request: FY24
2. Project Location:	DPW	1		6. Source of Funding:
3. Priority Rating: (Scale of 1-5)	1			7. Est. Date of Completion:
4. Est. Cost:	\$150	,000.00)	8. Useful Life: 10+ years
9. Does this replace an existing item:	YES ⊠	NO 🗆	IF YES:	Age of current item 14 years Mileage 104078 Condition of current item: Poor Make/Model: Ford F450 Crane Truck
10. Project Description	vehic will a	le will l Iso be u	is to the existing crane truck that the is in poor condition. This new be equipped with a new crane mounted on a utility body. This vehicle used for snow removal and will be powered by a gasoline engine to all emissions issues.	
11. Describe Impact on Operating Budget: Repair costs parts are har budget.				to get this vehicle continue to rise year over year while replacement der to find. This replacement will reduce the overall cost to the repair
Priority: sewer mair				s a top priority for the department to replace this necessary piece of nance equipment. The Sewer Department needs to respond to with reliable and safe equipment.



CAPITAL IMPROVEMENT COMMITTEE

Defates		partm	ent:	DPW
	Pr	eparec	By:	Chris Pellitteri
	Da	ite:		5/5/2023
1. Project Name:	Dum	p Truc	k with S	Sander and Plow 5. FY Request: FY24 6. Source of
2. Project Location:	DPW	7		
3. Priority Rating: (Scale of 1-5)	1			7. Est. Date of Completion:
4. Est. Cost:	\$250.	,000.00)	8. Useful Life: 10+ years
9. Does this replace an existing item:	YES 🖂	NO 🗆	IF <u>YES</u> :	Age of current item 32 years Mileage 71,000 Condition of current item: Poor Make/Model: Chevy Top Kick Dump Truck and International DT466 Sander
10. Project Description: Highwa			way De	is to replace the existing Dump Truck and International Sander for the partment. This project will replace two trucks with one and will be used s opposed to seasonal.
11. Describe Impact on Operating Budget: Highway Details truck to			way De ruck to j rucks w	is equipment will reduce the burden on the repair budget for the partment. The past few years it has become more and more difficult for pass and stay in compliance with state safety inspection. By replacing ith one truck that is capable of many tasks will reduce the cost of well.
12. Describe Departr Priority:	nent	snow	equipm	is a top priority for the department to replace this necessary piece of nent. The DPW has an aging fleet of these vehicles and they are a vital c safety during the winter months.



CAPITAL IMPROVEMENT COMMITTEE

	De	epartn	nent:	DPW					
	Pr	epare	d By:	Chris Pellitteri					
	Da	ate:		5/5/2023					
1. Project Name:	Buck	et Tru	ck		5. FY Request: FY24				
2. Project Location:	DPW	1		6	. Source of Funding:				
3. Priority Rating: (Scale of 1-5)	1			7	Completion:				
4. Est. Cost:	\$180	,000.0	0	8	. Useful Life:		<u>10+</u> years		
9. Does this replace an existing item:	YES 🖂	NO 🗆	IF YES:	Age of current iter Condition of curre Make/Model:	nt item: Poo	or		110,778	
10. Project Descriptio	on:	This	truck is	is to replace the exis used for storm clean n readiness for emerg	up and routine	tree main	ntenance.	Department. A new truck will	
11. Describe Impact of Operating Budge		High	way De	is equipment will rec partment. The past fo pass and stay in com	ew years it has	become n	nore and m	ore difficult for	
12. Describe Departm Priority:	nent			et truck will help mai is a top priority.	ntain readiness	for emer	gencies du	ring and after	



CAPITAL IMPROVEMENT COMMITTEE

porated	Department:			DPW				
		Prepared By:		Chris Pellitteri				
	Date:		5/5/2023					
1. Project Name:	Brus	h Chip	per		5. FY Request:	FY24		
2. Project Location:	DPW				6. Source of Funding:			
3. Priority Rating: (Scale of 1-5)	1				7. Est. Date of Completion:			
4. Est. Cost:	\$85,000.00 8. Useful Life:				1 <u>0+</u> years			
9. Does this replace an existing item:	YES 🖂	NO 🗆	IF YES:	Condition of cur	rent item: Poo			
10. Project Description:		This project is to replace the existing brush chipper for the Highway Department. This brush chipper is used for storm clean up and routine tree maintenance. A new chipper will help maintain readiness for emergencies during and after storms.						
11. Describe Impact on Operating Budget:		Replacing this equipment will reduce the burden on the repair budget for the Highway Department and will also reduce the need to have a rental machine while the present equipment is down for repairs.						
12. Describe Departm Priority:	nent	A new	v chippe	er will help mainta	uin readiness for e	mergencies during and after storms.		

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CAPITAL IMPROVEMENT COMMITTEE

porate	Department:		ent:	DPW				
	Prepared By: Date:			Chris Pellitter	i			
				5/5/2023				
1. Project Name:	Sewer I&I				5. FY Request:	FY24		
2. Project Location:	Town	ı Wide			6. Source of Funding:	Capit	al	
3. Priority Rating: (Scale of 1-5)	1				7. Est. Date of Completion:	2024		
4. Est. Cost:	\$700	,000.00)	8. Useful Life			years	
9. Does this replace an existing item:	YES	NO	IF <u>YES</u> :	Age of current item years Mileage Condition of current item: Poor Make/Model:				
10. Project Description:		Elimination of inflow into the sewer system.						
11. Describe Impact on Operating Budget:		This is intended to limit the excess flow of ground water into the sewer system to control the costs of sewerage disposal.						
12. Describe Department Priority:								

Council Order: 2023-046 Introduced by: Town Manager Brian Howard August 7, 2023

Prior Fiscal Year Unpaid Bills

To see if the Randolph Town Council will vote to transfer \$7,658.39 to pay certain prior years' unpaid bills related to the General Fund, as identified in the charts below:

SOURCE		USE		
Description	Amount	Description	Amount	
FY24 Police Expenses	\$ 186.73	Trinity Management Co.	\$ 186.72	
FY24 Community Program Expenses	\$ 4,800.00	Delta Elevator Services	\$ 4,800.00	
FY24 Animal Control Expenses	\$ 2,566.66	Randolph Animal Hospital	\$ 2,566.66	
FY24 Treasurer/Collector Expenses	\$ 105.00	Registry of Deeds	\$ 105.00	
TOTAL	TOTAL	\$ 7,658.38		

EMPLOYMENT AGREEMENT

This Employment Agreement ("AGREEMENT") is entered into on August ______, 2023 with an effective date of July 1, 2023 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 is 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 inhouse 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 inhouse 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, 2023 (the "Commencement Date"), and shall terminate on June 30th, 2026 (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 inhouse 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, 2026) 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, 2025).

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, 2023 and ending June 30, 2024, GRIFFIN's annual compensation rate shall be One-Hundred Eighty Thousand Dollars (\$180,000).
- b) For the contract year of this Agreement beginning July 1, 2024 and ending June 30, 2025, GRIFFIN's annual compensation rate shall be One-Hundred Eighty-Five Thousand Dollars (\$185,000).

- c) 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 Eighty-Five Thousand Dollars (\$185,000).
- 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, 2023, 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.

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, 2023 and if she has accrued but unused vacation days available as of June 30, 2023, 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, 2023 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, 2023, 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 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, 2023 and if she has accrued but unused sick days (including unused sick bank days) available as of June 30, 2023, then she shall be permitted to roll over up to 35 days of such accrued but unused sick time as Sick Bank Time under this Agreement for the fiscal year beginning on July 1, 2023 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, 2023, GRIFFIN shall receive ten thousand dollars (\$10,000) 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 maximum amount permitted by law, up to ten thousand dollars per year of this Agreement, shall be placed in an eligible 457 deferred compensation plan in Employee's name during the first sixty days of each fiscal year of this Agreement. Any remaining amount in any fiscal year shall be paid directly to employee, as additional compensation, and may be used by Employee in any way that Employee sees fit to support her retirement planning and savings efforts.

<u>SECTION 5 - GENERAL PROVISIONS</u>

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:
	By: William Alexopoulos – President
	By: Richard Brewer, Jr. – Vice President
	Richard Brewer, Jr. – Vice President
	By: Christos Alexopoulos
	Christos Alexopoulos
	By: James F. Burgess, Jr.
	James F. Burgess, Jr.
	By: Natacha Clerger
	Natacha Clerger
	By: Ryan Egan
	Ryan Egan
	By: Jesse Gordon
	Jesse Gordon
	By: Katrina Huff-Larmond
	By: Kevin O'Connell
	Kevin O'Connell
By:Christine M. Griffin	-
Christine M. Griffin	

13

EMPLOYMENT AGREEMENT

This Employment Agreement ("AGREEMENT") is entered into on <u>August</u>

<u>January 25</u>, 202<u>3</u>1 with an effective date of July 1, 202<u>3</u>1 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 is 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 inhouse 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 inhouse 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, 20231 (the "Commencement Date"), and shall terminate on June 30th, 20264 (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 inhouse 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<u>6</u>4) 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<u>5</u>3).

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<u>3</u>⁴ and ending June 30, 202<u>4</u>², GRIFFIN's annual compensation rate shall be One-Hundred Eighty Thousand Dollars (\$180,000) One-Hundred Sixty Thousand Dollars (\$160,000).
- b) For the contract year of this Agreement beginning July 1, 20242 and ending June 30, 20253, GRIFFIN's annual compensation rate shall be One-Hundred Eighty-Five Thousand Dollars (\$185,000)One-Hundred Sixty-Five Thousand Dollars (\$165,000).

- c) For the contract year of this Agreement beginning July 1, 202<u>5</u>3 and ending June 30, 202<u>6</u>4, GRIFFIN's annual compensation rate shall be <u>One-Hundred Eighty-Five Thousand Dollars (\$185,000) One-Hundred Seventy Thousand Dollars (\$170,000)</u>.
- 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, 20234, and in each fiscal year thereafter, GRIFFIN shall be entitled to thirtytwenty five 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.

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, 20231 and if she has accrued but unused vacation days available as of June 30, 20231, 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, 20231 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, 20231, 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 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, 20231 and if she has accrued but unused sick days (including unused sick bank days) available as of June 30, 20231, then she shall be permitted to roll over up to 35 days of such accrued but unused sick time as Sick Bank Time under this Agreement for the fiscal year beginning on July 1, 20231 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.

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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.
- 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.
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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.

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[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:_	
• –	William Alexopoulos – President
By:_	
Presi	Richard Brewer, Jr. yan Egan – Vice
By:_	
<i>,</i> –	Christos Alexopoulos
By:_	
	Richard Brewer, Jr.
By:_	James F. Burgess, Jr.
By:_	Natacha Clerger
	Tratacha Cicigei
=	Ryan Eganichard Brewer, Jr.
By:_	
	Jesse Gordon Kenrick Clifton
By:_	Katrina Huff-Larmond Paul
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By:______
Christine M. Griffin





SIGN UP THROUGH GOOGLE FORMS

SINGLE PLAYERS



PING PONG

TEAMS bit.ly/3rHiAng



TOURNAMENT

4 WINNERS! WILL IT BE YOU OR YOUR TEAM? SATURDAY AUGUST 26, 2023 10AM-12PM

> RANDOLPH INTERGENERATIONAL COMMUNITY CENTER 128 PLEASANT ST. RANDOLPH 02368

ALL LEVELS WELCOME





CALLING ALL NOLUNTEERS!

Make an impact in your community!

The Randolph Intergenerational
Community Center (RICC)
is looking for dedicated individuals to
join us in our mission to make a
positive impact in our community.
Visit our website today to learn more
about this exciting volunteer
opportunity. Volunteers will be
contacted on a case-by-case basis!

SCAN THE QR CODE OR VISIT THE LINK BELOW



http://bit.ly/3JMRZLr





Randolph Community eCookbook



RECIPES NEEDED!

Your taste is important to Randolph!

Love to cook or bake? The Randolph Community eCookbook is calling on community members such as yourself to send in your favorite recipes. The eCookbook will feature diverse recipes that represent the Randolph food scene, and we want **YOUR** input.

For more information, contact tasteofrandolphegmail.com





Scan this code to submit your favorite recipes.

If you are passionate about food and want to make a contribution to the community, this is the perfect opportunity for you!

This is a project by a HEART Leader with the support of the Community Wellness Project.

