



# TOWN COUNCIL MEETING

Monday, July 11, 2022 at 6:00 PM

Town Hall - 41 South Main Street Randolph, MA 02368

---

## AGENDA

---

In accordance with Governor Baker's Order Suspending Certain Provisions of the Open Meeting Law, G. L. c. 30A, § 20, relating to the 2020 COVID 19 emergency, the Town Council shall meet remotely to avoid group congregation.

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

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

**B. Moment of Silent Prayer**

**C. Announcements from the President**

1. Discussion and Appointment of New Councillor to Fill Vacant Town Council District One Seat

**D. Public Comments/Discussions**

**E. Motions, Orders, and Resolutions**

1. Resolution 2022-04- Concerning Chapter 90 Money and Unaccepted Streets

**F. Town Manager's Report**

**G. New Business**

1. 2022-032- Year End Budget Transfers for FY 2022
2. 2022-033- Assignment of Police Officers to Election Locations
3. 2022-034- Request for New Traffic Signs from the Police Chief
4. 2022-035- Approval of Contract for Police Body Cameras
5. 2022-036- FY23 Water/Sewer Rates Presentation
6. 2022-037- Annual Reports Regarding Chapter 90 Money and Unaccepted Streets

**H. Old/Unfinished Business**

**I. Correspondence**

- [1.](#) Thank you letter from the Clifton Family
- [2.](#) Letter from State about Keno

**J. Committee Reports**

**K. Open Council Comments**

**L. Adjournment**

Upcoming Town Council Meeting Schedule

July 25

August 8 & 22

September 12

October 3 & 17

November 7 & 21

December 5 & 19

YAHAIIRA LOPEZ

On Mon, Jun 6, 2022 at 8:01 AM Yahaira Lopez <iamaemir@gmail.com> wrote:

I am excited to submit a letter of interest for the District 1 Randolph Town Council open seat. My background in advocacy and proven commitment to the disability community is why I am the right candidate for the position. I will not only lead with passion, dignity, and transparency, but will utilize my experience in communication, finance, education, and social services to move this important work forward. My model has been and will always be to put our community needs first, as stabilizing households create a better village for engagement and outcomes.

I have demonstrated my unwavering commitment to the community as a proud parent, a Massachusetts resident, and as a certified parent consultant. Most notably, families may recognize me as the “mom advocate” and founder of Autism Sprinter, a non-profit that serves children and their families with autism. My work through the organization has helped countless Randolph families advocate for their children in the realm of special education and it’s through this work that I have built strong relationships with many stakeholders in the community.

As the founder of a non-profit, I know how to work in collaboration with various members of the community making sure that the people in power hear their voices. As a former employee of a Public School, I know how to navigate complicated administrations and put children first. I have experience in managing a tight budget and have partnered with other non-profits in the past. I have worked with the Turner Free Library, Randolph intergenerational Community Center, Randolph Foundation for Education and the Randolph Youth Council, and will continue those partnerships to provide equitable access to valuable resources for all Randolph students.

The Randolph Town Council deserves someone who is well versed in policies , community engagement and statewide education achievement to lead this position as the legislative affairs. I possess that knowledge. I will listen to clients and to all members of the community. I’ll push for a participatory community and town partnership, where constituents of the Town of Randolph can work on building an equitable community for all.

I have and continue the zealously advocacy for the disability across the State and as a parent of two boys, I’m most dedicated to focusing that advocacy here in our state. I am devoted to using both community and professional expertise, skills, and experience to benefit the Town of Randolph.

Yahaira Lopez  
16 Lantern Lane  
Randolph, MA 02368



# YAHAIRA LOPEZ

## CONTACT

16 Lantern Lane  
Randolph, MA 02368  
857-241-7467  
iamaemir@gmail.com

## EDUCATION

**SUFFOLK UNIVERSITY**  
**MASTERS IN PUBLIC ADMINISTRATION**  
9/2020 - 5/2022  
BOSTON, MA

**UNIVERSITY OF MASSACHUSETTS MEDICAL SCHOOL**  
**LEADERSHIP EDUCATION IN NEURODEVELOPMENT**  
**DISABILITIES PROGRAM**  
CERTIFICATE IN DISABILITY AND HEALTH POLICY  
9/2020 - 6/2021  
WORCESTER, MA

**SPRINGFIELD COLLEGE - SCHOOL OF HUMAN SERVICES**  
**MASTER OF SCIENCE IN HUMAN SERVICES**  
09/2004-05/2006  
BOSTON, MA

**SALEM STATE UNIVERSITY - SCHOOL OF SOCIAL WORK**  
**BACHELORS OF SCIENCE IN SOCIAL WORK**  
09/1997-05/2002  
SALEM, MA

## TECHNICAL SKILLS

MS Office, Word, Excel, Powerpoint, Outlook,  
Access, OneNote  
Google Drive, Docs, Sheets, Forms, Slides  
Planning  
Presenting

## PERSONAL SKILLS

Bilingual	=====
Critical Thinking	=====
Organization	=====
Adaptability	=====
Management	=====

## LANGUAGES

English	=====
Spanish	=====

## REFERENCES

Available upon request.

## SUMMARY

A dedicated individual and the founder of Autism Sprinter, Inc: a parent-led grassroots organization building parents as partners in special education. I have twin boys on the Autism Spectrum as well as ADHD. I have a Master's degree in Human Service Organizational Management and a Bachelor's in Social Work. I have over 15 years of experience working with children, youth and families in many different capacities. I have worked at Boston Public Schools, DCF, and Boston Center for Youth and Families. My work is dedicated to improving the lives of families and their loved ones presented with unique abilities navigating systems that seem impossible to understand. I believe that parents are more than just caretakers, they are experts too.

## PROFESSIONAL EXPERIENCE

### VINFEN

#### AUTISM SUPPORT BROKER

8/2021 - Present  
Boston, MA

- Meets with families in their homes a minimum of once a month, and often more frequently to meet the needs of the family. Will schedule and attend quarterly progress review meetings for each waiver participant on their caseload
- Meets at least monthly with DDS Autism Clinical Manager and/or other relevant DDS staff to review individual cases.
- Remains available, accessible, and flexible to respond to and meet family needs on a regular basis; is flexible to meet the needs of families on their caseload including weeknights and week-end days as needed; may also need to be available by phone, text, or other forms of communication on flexible hours.
- Facilitates the development of the child's person-centered Autism Support Plan and participate in the development and implementation of the Autism Plan of Care, including entering and maintaining data in the consumer databases used by DDS.
- Supports the family in developing a budget based on the Autism Support Plan and Plan of Care.
- Assists the family to review on a monthly basis the waiver participant's budget with support from the Fiscal Employer/Agent (FEA) website and the monthly reports it produces.

### AUTISM SPRINTER, INC

#### FOUNDER

3/2014 - Present  
Boston, MA

- Ensure ongoing local programmatic excellence, rigorous program evaluation, and consistent quality of finance and administration, fundraising, communications, and systems; recommend timelines and resources needed to achieve the strategic goals.
- Actively engage and energize Autism Sprinter, Inc volunteers, board members, event committees, alumni, partnering organizations, and funders.
- Develop, maintain, & support a strong Board of Directors: serve as ex-officio of each committee, seek & build board involvement with strategic direction for both ongoing local operations.
- Lead, coach, develop & retain Autism Sprinter, Inc high-performance senior management team.
- Ensure effective systems to track scaling progress, and regularly evaluate program components, so as to measure successes that can be effectively communicated to the board, funders, and other constituents.
- Expand local revenue-generating & fundraising activities to support existing program operations.
- Deepen and refine all aspects of communications - from web presence to external relations with the goal of creating a stronger brand.
- Use external presence and relationships to garner new opportunities.
- Design the national expansion and complete the strategic business planning process for the program expansion into new markets.
- Begin to build partnerships in new markets, establishing relationships with the funders, and political and community leaders at each expansion site.
- Be an external local and national presence that publishes & communicates program results with an emphasis on the successes of the local program as a model for regional & national replication.

## PROFESSIONAL EXPERIENCE

### RIVERSIDE COMMUNITY CARE

FAMILY PARTNER

4/2017 - 5/2020  
Norwood, MA

- Participate in maintaining a network of services and resources for families with children receiving early childhood mental services. Assists with accessing and providing linkages to other services based on the needs of the family.
- Provides support to assist parents in their understanding of their role as their child's first teacher and their role as their child's secure base. Helps to develop these concepts within the family through a variety of methods including training, mentorship and being a role model.
- Assists families developing their own support network on behalf of their child's individual needs.
- Working with the mental health provider assists in the ongoing development and evaluation of the child's treatment plan.
- As an advocate for the families with children receiving mental health services participates in mental health treatment teams engaging with.

### QUINCY AFTER SCHOOL CHILD CARE

TEAM LEADER

8/2016 - 4/2017  
Quincy, MA

- Perform regular headcounts of children in care and assist with planning activities to meet the needs of school-age children.
- Keep the site clean and organized and maintain program equipment and supplies.
- Conduct a quality, interdisciplinary program, which includes the social, emotional, psychological, and physical development of the child.
- Uphold rules of the program fairly for all children and provide both positive and corrective guidance as necessary.

### BOSTON PUBLIC SCHOOL - EDWARD EVERETT ELEMENTARY SCHOOL

PARAPROFESSIONAL (SELF-CONTAINED PRESCHOOL CLASS)

9/2013-3/2014  
Boston, MA

- Works with individual students or small groups of students to reinforce learning of material or skills initially introduced by the teacher.
- Assists the teacher in devising special strategies for reinforcing material or skills based on a sympathetic understanding of individual students, their needs, interest, and abilities.

### BOSTON PUBLIC SCHOOLS - JOHN W. McCORMACK MIDDLE SCHOOL

ASSISTANT DEAN OF DISCIPLINE

09/2011-6/2013  
Boston, MA

- Assist middle school principal in the resolution of discipline problems and maintain records.
- Collaborate with the faculty in the enforcement and implementation of the rules and other regulations of the student code of conduct to effect positive student behavior in the school.

### BOSTON PUBLIC SCHOOLS - JOSEPH LEE ELEMENTARY SCHOOL

PARAPROFESSIONAL

09/2008-6/2011  
Boston, MA

- Operates and cares for equipment used in the classroom for instructional purposes.
- Helps student master equipment or instructional materials assigned by the teacher.

### DEARBORN CLUB (DEARBORN MIDDLE SCHOOL) - BOYS AND GIRLS CLUB

TEAM LEADER (AFTER-SCHOOL PROGRAM)

8/2008-06/2009  
Boston, MA

- Help coordinate group activities for approximately 30-75 6th-8th Grade students, such as recreational, academic support, snack and field trips.
- Track behavioral & homework issues, monitoring sign-in & signed-out visitors & members in order to secure the safety of our club participants.

### CAMP HARBORVIEW - BOYS AND GIRLS CLUB

COUNSELOR IN TRAINING DIRECTOR (SUMMER CAMP)

07/2008-08/2008  
Boston, MA

- Provided direct supervision to 25 adolescents between the ages of 15-16 in the program to ensure that literacy, life skills, and work ethics are aligned with camp mission.
- Provided one to one weekly meetings with CIT (Counselor in Training) to discuss positive and negatives of their work ethics/responsibility.

### BOSTON PUBLIC SCHOOLS - JOHN W. McCORMACK MIDDLE SCHOOL

PARENT LIAISON

09/2007-06/2008  
Boston, MA

- Establish formal/informal partnerships with community and corporate agencies.
- Collaborated with Student Support Services to address attendance, academic/behavioral concerns as well as parent-teacher conferences.

### DEPARTMENT OF CHILDREN AND FAMILIES - DOMESTIC VIOLENCE UNIT (PARK STREET OFFICE)

SOCIAL WORKER (A/B)

03/2006-09/2007  
Boston, MA

- Assess, develop, evaluate, monitor client service plans programs and constant risk assessment for at-risk families.
- Track and monitor individual caseloads by coordinating monthly/weekly visits between children, involved family members, foster children, schools, DYS, community organizations, and medical facilities.

### CITY OF BOSTON/BCYF - THOMAS JOHNSON COMMUNITY CENTER

YOUTH WORKER/STREETWORKER

09/2005-03/2007  
Boston, MA

- Establish a relationship with the youth and their families in the Mission Hill community.
- Implemented programming for youth & their families all year round to help educate & stimulate their environment by assessing community needs.

KEVIN O'CONNELL

On Sun, Jun 5, 2022 at 11:01 PM Kev Mack <kevinforrandolph@gmail.com> wrote:

Dear President Alexopoulos,

I am writing this letter to express my interest in being one of the names the council talks about as an option for the District 1 council position.

In past election years, I have pulled papers and collected enough signatures in district 1 to be on the ballot.

I have sat on the Randolph zoning board since 2012. All the decisions I make as a member of the zoning board, is always what I believe is best for the community. If I am chosen for the council position, I would always make my decisions based on what I believe are the best for our community.

If the council has any questions for me, I would love to answer them.

Thank you for your consideration,

Kevin O'Connell  
8 Beverly Ter.



# Kevin O'Connell

8 Beverly Ter. Randolph, MA. 02368  
617-590-3449 [KevinForRandolph@gmail.com](mailto:KevinForRandolph@gmail.com)

I have lived in Randolph in district 1 for 12 years now. My goal is to make my district and the town a better, safer place for my family and everyone's family.

## Skills

Strategic Planning      Public Speaking      Scheduling and Coordinating  
Project Management      Budgeting and Resource Management  
Duct Work      Multitasking Abilities      Promotional Event Coordination  
Audio Systems      Inventory Records      Blueprints and Specifications  
Heating and Cooling Systems      OSHA Regulations      Workplace Safety

## Work History

### Purchasing Manager Atlantic Heating & AC

Brookline, MA - March 2000 – Current

- Purchased new products and oversaw inventory stocking and availability.
- Source vendors, build relationships and negotiate prices.
- Monitor purchase orders.
- Solved diverse supply chain problems involving numerous sources, logistics and scheduling factors.
- Coordinated paperwork, updated spreadsheets and maintained permanent records.
- Organized receipts, purchases and documentation of finished goods, packaging, materials and ingredients.

Implemented policies to reduce cost and eliminate waste.

Worked with clients to resolve claim issues quickly and efficiently.

Progressed through various purchasing, warehousing and leadership roles.

Established clear lines of communication between business and clients.

Processed damaged goods and completed wasted inventory paperwork.

Accomplished multiple tasks within established timeframes.

Delivered feedback to decision-makers regarding employee performance and training needs.

Controlled costs and optimized spending via restructuring of budgets for labor, capital assets, inventory purchasing and technology upgrades.

Fostered relationships with vendors to promote positive working relationships.

### Randolph Zoning Board

Randolph, MA - August 2012 – Current

I was chosen by former town manager David Murphy and voted on by the town council.

I make decisions based on what I believe is best for our town and community.

I have made many motions on projects that have come to us. You can find my statements in the zoning board minutes.

### Plan Review Authority

Randolph, MA - September 2019 – Current

Originally, I was chosen to be on this board by former town council president Jason Adams. Then revisited by then sitting President James Burgess and voted on by the town council.

I make decisions on this project based on what I believe is the best for our town and community.

You can find all my statements on this project in the minutes.

## Friends Of The Randolph Dog Park

Randolph, MA - January 2010 – Current

I want to start off with, this group was a hard working team effort! My name went on a lot of this project, but it was a team of hard working, dog loving volunteers that got this done.

I organized two community car shows that I named "Cars for canines". With those car shows we raised over \$10,000 to start the dog park.

I had sat on lots of meetings with the community to field their concerns two years before the park even broke ground. We even moved the location of the park to please people's concerns.

## Education

### The Boston English High School

Jamacia Plan, MA

GRADUATION DATE: June 1999

Elected Captain of Football Team 12-0 Superbowl Champions.

Member of Chess Club.

Chosen by business class teacher to be a member of the John Hancock business school classes. This class was only awarded to 8 students and was in the John Hancock Tower in Boston. These classes went 3 times a week for 6 months.

Chosen by art teacher to be the only student in the school to go to scholarship classes at the Museum of Fine Arts Boston. This scholarship was awarded to one student from each Boston public school. I spent 4 months there and ended up having my art on display in the Museum of Fine Arts for 3 weeks in a special exhibit.

Awarded most improved student at graduation.

## Certifications

\*OSHA Certified in Construction Safety and Health

\*Forklift Certified by Mitsubishi

\*DOT Certified

\*Licensed Board of Sheet Metal Workers as JourneyPerson-Unrestricted

From: Kev Mack <kevinforrandolph@gmail.com>

Date: Wed, Jun 15, 2022 at 2:37 PM

Subject: Fwd: Charity Work

To: William Alexopoulos <walexopoulos@randolph-ma.gov>

Please add this to my resume for the council to review.

----- Forwarded message -----

From: Kevin O'Connell <koconnell@atlantic-heat.com>

Date: Thu, Jun 9, 2022 at 11:20 AM

Subject: Charity Work

To: kevinforrandolph@gmail.com <kevinforrandolph@gmail.com>

## Charity Work

### Hats For Homeless Boston

Started by my brother Kris and I. We walk around Boston every year handing out winter hats, gloves and socks. We have handed out over 3000 to date. I usually have a collection box at the town hall clerks office.

### Boston Childrens Hospital Toy Drive

Every year (Pre Covid) I collect toys to bring to the hospital. In 2019 I brought over 2200 toys and was giving a letter from Children's saying that my team was the biggest non-corporate donator.

### March of Dimes Boston

For 7 years straight, I have been the official DJ for their event at the Boston Hatch Shell with well over 5000 people. This year, I also was the MC for the event.

### Avon 39

Avon 39 doesn't come to Boston/Canton anymore but when it did I was the halfway point/ Base camp, DJ and MC in Canton every year.

### Providence Rescue Mission

Pre-Covid, I used to go with 2 other men once a month and cook for about 130 homeless people.

### Randolph Community Center Ground Breaking Ceremony

I volunteered my time to Marc Craig and I provided all the sound and music for the ground breaking ceremony.

With my MC and DJ work, I have a ton of local charity work that I do, too much to list. To this date, I have helped raise over \$3 million for charities. I know very well how to run successful big events.

**Resolution: 2022-04**

**Introduced By: Councilor Jesse Gordon  
July 11, 2022**

**RESOLUTION CONCERNING**  
**CHAPTER 90 MONEY AND UNACCEPTED STREETS**

WHEREAS the Town of Randolph has conducted a public survey concerning resident preferences for the use of American Rescue Plan Act (ARPA) funds received by the Town of Randolph as part of the Federal Covid relief efforts; and

WHEREAS that survey reflects that a significant portion of respondents support spending ARPA funds on “Streets and Sidewalks” and identify that item as the most “Critical Issue” to them; and

WHEREAS Massachusetts General Laws Chapter 90, Section 34, creates a state aid program known as the “Chapter 90 Program” which provides funding to municipalities for the implementation of capital improvements on local public ways; and

WHEREAS the Chapter 90 Program is a reimbursement program, where municipalities pay for approved expenses up-front and receive reimbursement afterwards; and

WHEREAS funding levels for the Chapter 90 Program are established by the Massachusetts Legislature and approved by the Governor on an annual basis and, based on the amount approved, each of the Commonwealth’s 351 municipalities are allocated a portion of overall Chapter 90 Program dollars for each fiscal year; and

WHEREAS, per the legislatively established formula, the amount of funding a municipality receives is based on local road mileage, population, and employment in the municipality; and

WHEREAS, in order for the Town to receive credit for local road mileage under this formula, the road must be a locally accepted municipal public way; and

WHEREAS the Town of Randolph has many miles of “accepted” municipal public ways, but also has many miles of “unaccepted” ways; and

WHEREAS the Town of Randolph often bears the cost of maintenance of both accepted and unaccepted ways within the Town; and

WHEREAS the Town of Randolph does not receive any Chapter 90 reimbursement for any expenses incurred in the maintenance of unaccepted ways; and

WHEREAS the cost of changing the unaccepted ways into accepted municipal public ways that are eligible for Chapter 90 funds is an investment that will result in the receipt of additional Chapter 90 funds in future years;

NOW THEREFORE BE IT RESOLVED that the Randolph Town Council supports the expenditure of ARPA and other Town funds on efforts to increase the number of accepted ways in the Town of Randolph and specifically supports the following initiatives in furtherance of that effort:

1. Inclusion of a minimum of Five Hundred Thousand Dollars (\$500,000) in the annual operating budget for FY 2023 to supplement state-provided Chapter 90 funds, and inclusion of the same amount in future annual operating budgets for the same purpose, as those purposes are described further below.
2. In light of the lack of Chapter 90 support spending over the last four years, immediate allocation of Two Million Dollars (\$2,000,000) in ARPA funds as a one-time expenditure to support Chapter 90 spending purposes, as those purposes are described further below.
3. The dedication of significant portions of these funds to a review and classification of all unaccepted streets in the Town of Randolph, including designating those unaccepted streets as: i) streets that could be accepted as municipal public ways with minimal legal, surveying and engineering work and that do not require construction, ii) streets that could be accepted as municipal public ways with significant legal, surveying or engineering work and that do not require construction, or iii) streets that could be accepted as municipal public ways with legal, surveying and engineering work and that will also require at least some construction.
4. Streets that could be accepted as municipal public ways with minimal legal, surveying and engineering work and that do not require construction should be prioritized and the funds described above should be used to bring those streets before the Town Council so that the Council may consider whether or not to accept those streets as municipal public ways.
5. As soon as any of the unaccepted streets has been accepted by the Town of Randolph, the Town should take immediate action to submit those new streets to the Commonwealth of Massachusetts so they can be included in the Chapter 90 Program funding formula.
6. The categories of “streets that could be accepted as municipal public ways with significant legal, surveying or engineering work and that do not require construction” and “streets that could be accepted as municipal public ways with legal, surveying and engineering work and that will also require at least some construction” should be reviewed and prioritized based on cost per mile to get those streets accepted. They should be presented to the Town Council for consideration for acceptance as municipal public ways in order of priority and, as soon as any of them has been accepted by the Town of Randolph, the Town should take immediate action to submit those new streets to the Commonwealth of Massachusetts so they can be included in the Chapter 90 Program funding formula.

Council Order: 2022-032

Introduced By: Town Manager Brian Howard  
July 11, 2022**FY2022 Year-End Transfers**

To see if the Town Council will vote to approve the following FY22 yearend budget transfers:

**General Fund:**

TRANSFER FROM			TRANSFER TO		
Department	Salary	Expenses	Department	Salary	Expenses
Town Council	\$ 2,799.00		Town Manager	\$ 2,799.00	
Town Accountant	\$ 3,072.00		Treasurer/Collector	\$ 3,072.00	
Town Accountant	\$ 1,801.00		System Adminisatration	\$ 1,801.00	
Town Accountant	\$ 3,613.00		Conservation	\$ 3,613.00	
Town Accountant	\$ 165.00		Library	\$ 165.00	
Other Benefits		\$ 22,000.00	Law		\$ 22,000.00
Other Benefits		\$ 22,000.00	Assessor		\$ 22,000.00
Other Educ - Norfolk Aggie		\$ 5,000.00	Ambulance Billing		\$ 5,000.00
Veterans		\$ 9,956.00	FICA		\$ 9,956.00
Veterans		\$ 40,000.00	Utilities		\$ 40,000.00
Health Insurance		\$ 60,425.00	Debt		\$ 60,425.00
	\$ 11,450.00	\$ 159,381.00		\$ 11,450.00	\$ 159,381.00
<b>TOTAL TRANSFER</b>		<b>\$ 170,831.00</b>	<b>TOTAL TRANSFER</b>		<b>\$ 170,831.00</b>

**Enterprise Fund:**

TRANSFER FROM			TRANSFER TO		
Department	Salary	Expenses	Department	Salary	Expenses
Water	\$ 21,877.00		Water		\$ 21,877.00
Debt	\$ 21,742.00		Water		\$ 21,742.00
<b>TOTAL TRANSFER</b>	<b>\$ 43,619.00</b>		<b>TOTAL TRANSFER</b>		<b>\$ 43,619.00</b>

**Explanation:** These transfers are needed so that departments may continue to submit or encumber obligations related to FY22.



**Council Order: 2022-33**

**Introduced By: Town Manager Brian Howard**  
**Date: July 11, 2022**

### **Assignment of Police Officers at Polling Places**

To see if the Randolph Town Council will vote to approve the assignment of 14 Police Officers for the State Primary Election on September 6, 2022, and the State Election on November 8, 2022. There will be a detail at each of the 12 voting precincts, one detail for the morning and evening at Town Hall, and one Poll Supervisor.

**Explanation:** On June 22, the election reform law (the “VOTES act”) was signed into law by Governor Baker. The VOTES act makes many of the changes from the pandemic permanent, and the assignment of police officers at polling places now requires a vote of the Town Council.

TOWN OF RANDOLPH  
41 SOUTH MAIN STREET  
RANDOLPH, MASSACHUSETTS 02368

Section G, Item2.

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



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

July 7, 2022

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

Re: Assignment of Police Officers at Polling Locations

Dear President Alexopoulos:

On June 22, the election reform law (the "VOTES act") was signed into law by Governor Baker. The VOTES act makes many of the changes from the pandemic permanent (i.e., Vote by Mail and Early In-Person Voting). In addition, the assignment of police officers at polling places now requires a vote of the Town Council.

The Town of Randolph has 12 voting precincts. For each election, one police officer is assigned to each precinct during voting hours. Each police officer is responsible for delivering ballots, polling lists and voting machines to their assigned precinct in the morning, and back to the Town Hall at the end of the night. In addition, we utilize two officers – one who monitors the parking lots and entrances to the polling locations, and one who is present at Town Hall as ballots are returned after the polls have closed. My request is that we continue with 14 police officers on Election Day.

I have attached a letter from Police Chief Anthony Marag, in support of the number of officers recommended on Election Days. Please let me know if you have any questions. Thank you.

Sincerely,

Cheryl D. Sass  
Town Clerk and Registrar

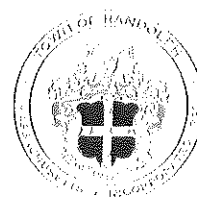
cc: Brian P. Howard, Town Manager



# RANDOLPH POLICE DEPARTMENT

*Randolph, Massachusetts*

41 South Main Street • Randolph, MA 02368-4820 • 781-963-1212



Anthony T. Marag  
Chief of Police

July 7, 2022

To: Town Council President William Alexopoulos

From: Chief Anthony T. Marag

Re: Polling Sites

I am writing to support the continuation of the current staffing of 14 police officers on Election Day in the Town of Randolph. My recommendation for staffing relates to our current practice, which was developed over the past decade, and worked extremely well. In addition, looking at the current political climate, it is important that the poll workers and voters feel safe at the polls.

In order to provide a safe and secure polling location for our residents and election staff, I request fourteen officers continue to be deployed for each election. Our officers are tasked with the transporting of ballots, voting equipment and polling lists to and from these locations, in addition to providing a safe environment for voters, campaign staff and election workers. This would entail one officer at each precinct (12), one at Town Hall, and one roving Poll Supervisor to address unforeseen issues, as well as monitoring the parking lots and entrances to the Precincts.

If you have any questions, do not hesitate to reach out.

Respectfully Submitted,

The signature is written in cursive and reads "Anthony T. Marag".

Chief Anthony T. Marag

Council Order: 2022-034

Introduced By: Town Manager Brian Howard  
July 11, 2022

**Adoption By The Randolph Town Council of  
Amendments to the Traffic Rules and Regulations of the Town of Randolph**

Ordered: The Town Council hereby amends the Traffic Rules and Regulations of the Town of Randolph as follows:

- The Town shall install two signs indicating a speed limit of 20 miles per hour, one at or about 19 Acorn Drive and the other at or about the location across from 49 Acorn Drive in the Town of Randolph.
- The Town shall install two new “Slow Children” signs to replace the existing, aging “Slow Children” signs on Acorn Drive in the Town of Randolph.
- The Town shall install additional signs in the Acorn Drive area indicating the speed limit in that area of the Town of Randolph.
- The Town shall install at least one “Dead End” sign on Chapin Circle at South Main Street in the Town of Randolph.



# RANDOLPH POLICE DEPARTMENT

*Randolph, Massachusetts*

41 South Main Street • Randolph, MA 02368-4820 • 781-963-1212



Anthony T. Marag  
Chief of Police

June 28, 2022

To: Town Manager Brian Howard  
From: Chief Anthony T. Marag  
Subject: Request for Dead-End sign Chapin Circle

On June 24, 2022, Bruce Pearlman of 29 Acorn Drive spoke with Sergeant Robert LeGrice about his traffic concerns on the street. Several issues were discussed, and a visual inspection of the area was conducted. It is based on the analysis of the area that I make the following are recommendations:

- 1) Two 20MPH signs be installed at 19 Acorn Drive and across from 49 Acorn Drive.
- 2) Two "Slow Children" signs be installed replacing the existing signs, which are old and no longer in conformance with Federal Highway Traffic Guidelines

We will also place speed signs in the area to remind drivers of the speed limit.

Respectfully,

A handwritten signature in black ink, appearing to read "Anthony T. Marag".

Anthony T. Marag  
Chief of Police



# RANDOLPH POLICE DEPARTMENT

*Randolph, Massachusetts*

41 South Main Street • Randolph, MA 02368-4820 • 781-963-1212



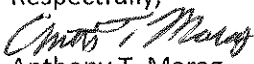
Anthony T. Marag  
Chief of Police

To: Town Manager Brian Howard  
From: Chief Anthony T. Marag  
Subject: Request for Dead-End sign Chapin Circle

June 28, 2022

On June 24, 2022, a Chapin Circle resident spoke with Sergeant Robert LeGrice requesting a Dead-End sign be placed on Chapin Circle at South Main Street. She said that there have been several cars turning onto the street and then realizing it was a dead-end turn around and at times drive over residents' lawns.

After reviewing the above information, I am recommending that a Dead-End sign be installed.

Respectfully,  
  
Anthony T. Marag  
Chief of Police

**Council Order 2022- 035**

**Introduced By: Town Manager Brian Howard  
July 11, 2022**

**Council Order Authorizing the Randolph Town Manager to  
Execute Agreements for the Purchase of Body Camera Supplies and Services**

The Randolph Town Council hereby authorizes the Town Manager to execute agreements for the Town of Randolph to purchase supplies and services for the provision of body cameras, and supporting technology, services, and equipment, to the Randolph Police Department for a 5 year term in substantially the form attached hereto, as well as any other related agreements or documents as necessary to effectuate the purchase of such supplies and services and to take any other actions necessary to carry out the terms of the agreements, to amend the terms of the agreements, or to terminate the agreements, in the best interests of the Town of Randolph.

June 29<sup>th</sup>, 2022

Chief Anthony Marag  
Randolph Police Department  
41 South Main Street  
Randolph, Massachusetts 02368

Dear Chief Marag,

Utility Associates Inc. (UA, herein) is honored that your department has chosen our company as a potential partner to provide its Officers with the BodyWorn™ and Rocket IoT™ Communications Solution. We take great pride in our Law Enforcement Partnerships and look forward to adding your department to the growing family of Departments and Agencies who have deployed Rocket IoT – the industry's smartest technology for first responders.

Please allow this letter to serve notice that UA agrees to the following provisions as part of the Professional Service Agreement between the City of Randolph Police Department and Utility, Inc.

The following Entities are listed for reference in all related proposals documents: UA, as the services and warranty issuer (Services Provider), Goosetown Enterprises, Inc. (GEI herein, as the Vendor utilizing the Statewide contract agreement No. PSE01 / MA Vendor ID No.VC0000732803/ Control No. 2211378522), and the City of Randolph Police Department (as the Client).

1. **Agreement Duration:** This professional service agreement will commence upon acceptance by signature and remain in effect for sixty (60) months.
2. **Price Proposal:** Sold via GEI, under the Massachusetts Statewide contract agreement No. PSE01, vendor ID no. VC0000732803, and control no. 2211378522.
  - a. Eos™ (BodyWorn) cameras to support a total of sixty-four (64) officers.
  - b. Rocket in-car video and vehicle communications systems to support twelve (12) Police vehicles
  - c. Rocket in-car video, vehicle communications, and ALPR systems to support two (2) Police vehicles
  - d. One (1) Smart Access Waypoint (SWP) to support the Police Department headquarters for the purposes of offloading video feeds
  - e. Period of Agreement = Sixty (60) Months
  - f. Total system price, inclusive of all hardware, software licenses, data storage/retrieval, warranty, support, and initial installation / training for a period of sixty (60) months total of: **\$497,754.61.**
  - g. See GEI's Exhibit – {A} Goosetown Quote # 005236 v1 for additional details
  - h. Additional terms of service are listed in Exhibit –{B}
3. **Bill of Materials Included with the Offer:** As part of the annual subscription price for Sixty (60) months, each system will include the following:

*Rocket IoT Vehicle Communications/Camera triggers - Includes Polaris™ SaaS, Training and Configuration, Warranty and Technical Support with Unlimited Video Storage and Download.*

Every Officer (Qty. 64) will be equipped with the following by UA:

- a. One (1) BodyWorn™ Camera and Mount
- b. One (1) Holster Activation Sensor



- c. One (1) Bluetooth BodyWorn Wrist/Belt Trigger
- d. \$200 Uniform Allotment, Towards Any Combination of New BodyWorn Ready Uniforms, per BodyWorn Camera Purchased (Not to be Combined or Applied to any other UA Services or Offerings - Expires within 90 Days of Project Launch)
- e. Five (5) Retrofits of Existing, Standard Uniform Garments, to BodyWorn Ready Status, per BodyWorn Camera Purchased – See Section 1.1.6 of the Customer Service Agreement for Additional Uniform Details
- f. Polaris video management software and mapping interface license
- g. Unlimited Download & Storage – Based on Department’s Retention Policy
- h. Smart Redaction Software License
- i. Installation and Training – Onsite and Online Training Included
- j. Full Warranty
- k. CAD Integration
- l. CAD activation of Eos cameras
- m. 24/7 Technical Support for the Life of the Contract (60 months)

Every Police Department Vehicle (Qty. 12) will be equipped with the following by UA:

- a. Rocket IoT™ Vehicle Control Unit, DVR, and Communications Hub
- b. Rocket IoT Vehicle Triggers
- c. Front-Facing and Rear Dome Camera (w/ Audio)
- d. Setup of Rocket IoT Control Interface through Vehicle MDC
- e. Installation, Validation, and Configuration
- f. Rugged Tablet Interface
- g. OBDII Vehicle Diagnostics Cable
- h. CAD Integration
- i. CAD activation of ICV cameras
- j. Full Warranty
- k. 24/7 Technical Support for the Life of the Contract (60 Months)

Every Police Department Vehicle (Qty. 2) will be equipped with the following by UA:

- a. Rocket IoT™ Vehicle Control Unit, DVR, and Communications Hub
- b. Rocket IoT Vehicle Triggers
- c. Front-Facing and Rear Dome Camera (w/ Audio)
- d. Two Front-Facing ALPR Cameras
- e. Dedicated ALPR Rocket GPU
- f. Setup of Rocket IoT Control Interface through Vehicle MDC
- g. Installation, Validation, and Configuration
- h. Rugged Tablet Interface
- i. OBDII Vehicle Diagnostics Cable

Every Smart Access Waypoint will be equipped with the following:

- a. Rocket IoT™ Vehicle Control Unit, DVR, and Communications Hub
- b. Two High Powered Antennas
- c. Weatherproof Enclosure
- d. Installation, Validation, and Configuration
- e. Full Warranty
- f. 24/7 Technical Support for the Life of the Contract (60 Months)

4. **Installation Services:** Outside the scope of this offer, any additional units will be subject to the following.
- a. Daily rate charges of \$1,750/day are applied at a minimum of two (2) days for installs of less than ten (10) vehicles, per scheduled visit.
  - b. A charge for deinstallation of competitor equipment is assessed at a minimum of \$100 per vehicle, with disposal at the site of installation. UA recommends disposal and recycling of electronics in accordance with local regulations.
  - c. On average, one (1) UA Field Engineer is capable of 2-3 Installations of basic RocketIoT In-car systems, per working day (dependent on-site conditions and vehicle type(s)). Working days are consecutive to avoid any additional fees.
  - d. Contract services begin upon receipt of hardware. This agreement assumes the customer must receive hardware within 4-6 weeks of contract signing.
  - e. Customer agrees to maintain all hardware in a secure storage area until time of installation is coordinated by UA project management.
5. **Additional Units – Post Sale:** Additional unit purchases, outside the scope of this offer, are subject to price increases, and will be quoted separately as requested of UA
- a. Additions beyond the scope of the offer are quoted in 5-year increments only.
  - b. Services added, will be coterminous through the effective life of the original agreement. Per unit pricing (5 Year / 60 month term) for additional scope.
6. **CAD Services:** UA will make reasonable concessions to perform successful integration of BodyWorn services with your current CAD vendor. UA has successfully integrated BodyWorn and CAD services with many vendors in the marketplace and we are confident in our abilities to integrate with your department's provider
- a. Integrations are sometimes dependent on our ability to establish a working relationship with your current CAD vendor. This is particularly true with new CAD vendors that UA does not have an established working relationship with at the time of contract execution.
  - b. Prices quoted for integration cover a standard scope of work for said services. Exceptions will be assessed on a per case basis with additional charges applying
  - c. While UA utilizes varying methods to pull metadata information from your current CAD vendor, the discretion as to the most effective approach will be determined by the information obtained from the CAD vendor, with UA, CAD vendor engineers, and your IT staff making the final assessment as to the integration method of preference
  - d. While rare, certain CAD vendors may resist sharing of information for the purposes of integrating and activating BodyWorn cameras based on calls for service. Any additional fees assessed by the CAD vendor, will be forwarded to the Customer for prompt payment. These fees are ultimately between the Customer and CAD vendor to reconcile. Any such fees must be authorized by the Town in advance in writing.
  - e. UA will allow ninety (90) calendars days for data to be provided to us, before closing our services window for integration with your CAD vendor.

7. **Schedule of Payments:** All payments must be made directly to GEI

Payment #1: Due NET30 from Date of Signature Agreement (2022)	\$199,101.85
Payment #2: Due NET30 from Date of Signature Agreement (2023)	\$74,663.19
Payment #3: Due NET30 from Date of Signature Agreement (2024)	\$74,663.19
Payment #4: Due NET30 from Date of Signature Agreement (2025)	\$74,663.19
Payment #5: Due NET30 from Date of Signature Agreement (2026)	\$74,663.19

**Total: \$497,754.61**

We are privileged to work with your department on this project. Should you have any questions at any time please feel free to call or email me at 1-765-412-2303 or tbacon@utility.com.

Respectfully,  
  
Troy Bacon, Business Manager

Offer Acceptance by Authorized Official (Client): \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Offer Acceptance by Authorized Official (GEI): \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Final Offer Acceptance by Authorized Official (Utility): \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

cc. Michael Nark - Chief Executive Officer  
Amanda Havice - Chief Financial Officer

# Customer Service Agreement

## INTRODUCTION

This service agreement describes the levels of service that the Randolph, MA Police Department will receive from Utility Associates, Inc. ("UA" or "Supplier").

### Purpose

The Client depends on IT equipment, software and services (the IT system) that are provided, maintained and supported by the Supplier. Some of these items are of critical importance to the Client's business.

This service agreement sets out what levels of availability and support the Client is guaranteed to receive for specific parts of the IT system.

This Service Agreement forms an important part of the contract between the Client and the Supplier. It aims to enable the two parties to work together effectively.

## SCOPE

### Parties

This agreement is between:

The Client:	The Supplier:
Randolph, MA Police Department	Utility Associates Inc.
41 North Main Street Randolph, MA 02368	250 E. Ponce De Leon Avenue Suite 700 Decatur, GA 30030
Chief Anthony Marag 781-963-1212 anthonymarag@randolphmapolice.com	Key Contact: Amanda A. Havice 800-597-4707 <a href="mailto:contracts@utility.com">contracts@utility.com</a>

### Dates and Reviews

This agreement begins on the Effective Date of the agreement, which is the date of signature by the Client of this service agreement and will run for the term of the agreement plus any extensions of such agreement.

It may be revised at any point by mutual written agreement, including if there are any changes to the Client's system.

### Equipment, Software and Services Covered

This agreement covers only the equipment, software and services in the table below. This list may be updated at any time, with agreement from both the Client and Supplier.

Item Type	Number of Items	Item Priority
BodyWorn Camera	Qty <64> Supplied by Utility	1
Bluetooth Controller	Qty <64> Supplied by Utility	2
BodyWorn Ready Uniforms	Qty <64> \$200 Allotment Towards any Combination of New BodyWorn Ready	3

	Uniforms, per Body Camera Licensed	
Existing Uniform Retrofits	Qty. of 5, Standard Uniform Retrofits (see table 1.2.1 for definitions) per Body Camera Licensed. Additional uniforms after initial deployment will be governed by Customer Service Agreement, Section 1.1.6.	3
RocketIoT In-Car Video	Qty <14> Supplied by Utility	1
AVaiL Web	Qty Unlimited Licenses Supplied by Utility	1
OBDII Vehicle Diagnostics Cable	Qty <14> Supplied by Utility	3
CAD Integration	Qty <1> Supplied by Utility	2
CAD Activation	Qty <64> Supplied by Utility	2
Automated License Plate Recognition System	Qty <2> Supplied by Utility	2
Tablets	Qty 12> Supplied by Utility	2
Smart Waypoint	Qty <1> Supplied by Utility	2
*Includes all services, installation, training, and configuration of the above listed equipment and cost proposal.		

## Exclusions

This agreement is written in a spirit of partnership. The Supplier will always do everything possible to rectify every issue in a timely manner.

However, there are a few exclusions. This agreement does not apply to:

- Any equipment, software, services or other parts of the IT system not listed above
- Software, equipment or services not purchased via and managed by the Supplier

Additionally, this agreement does not apply when:

- The problem has been caused by using equipment, software or services in a way that is **not recommended (defined as intentional neglect, misuse, or destruction of the equipment)**
- The Client has made **unauthorized changes** to the configuration or set up of affected equipment, software or services. Unauthorized changes are defined as changes made by any party other than the Supplier to the software, hardware, or firmware that alter the system's ability to record, upload, or view data.
- The Client has prevented the Supplier from **performing required maintenance and update** tasks.
- The issue has been caused by **unsupported** equipment, software or other services of the Client.

This agreement does not apply in circumstances that could reasonably be said to be beyond the Supplier's control. For instance: floods, war, acts of god and so on.

Regardless of the circumstances, the Supplier aims to be helpful and accommodating at all times and will do its absolute best to assist the Client wherever possible.

## RESPONSIBILITIES

### Supplier Responsibilities

The Supplier will provide and maintain the IT system used by the Client. This Agreement between the Supplier and the Client includes full details of these responsibilities.

Additionally, the Supplier will do the following:

- SaaS will be maintained at 99% uptime/availability or greater 24/7/365
- Ensure relevant software, services and equipment are available to the Client including an appropriate level of spares
- Respond to support requests within the timescales listed below
- Take steps to escalate and resolve issues in an appropriate, timely manner
- Maintain good communication with the Client at all times

### Client Responsibilities

The Client will use the Supplier-provided IT system as intended.

The Client is responsible for maintaining power and internet connectivity at all video offload locations on the network. For offload via a Client approved third party or Supplier provided access point, the Client has the option of either (a) organizing an independent internet connection via its local provider with a minimum upload speed of 50 Mbps, or, (b) connecting the access point to its own network having a minimum internet upload speed of 50 Mbps. Upon execution of this Agreement, as part of the deployment process, a network assessment will be conducted of the Client's upload speed for the transmission of data to the CJIS Compliant Cloud. In most cases, the Client should budget for an increase to their upload speed with their local carrier.

Additionally, the Client will:

- Notify the Supplier of issues or problems in a timely manner
- Provide the Supplier with access to equipment, software and services for the purposes of maintenance, updates and fault prevention
- Maintain good communication with the Supplier at all times

## GUARANTEED RESPONSE TIMES

When a Client raises a support issue with the Supplier, the Supplier promises to respond in a timely fashion.

### Response Times

UA provides a 99% uptime/availability commitment. All systems have health monitoring that assures that issues are typically addressed 24/7/365 by UA personnel before they become an impact to the performance of the service. For support provided to the customer directly, UA has a tiered response to support that will escalate the level of support depending on the situation. Tier 1 would be on-site support by the department staff after they have been trained by UA, which will alleviate most day-to-day issues that may pop up. Problems beyond Tier 1 scope will be escalated to Tier 2, which is phone-based support, and from there to Tier 3, which is on-site technical support from a UA field engineer. The cost of the response time is included in this Agreement.

While most support calls are handled immediately, Tier 2 issues have guaranteed response times as shown below:

Item Priority	Fatal	Severe	Medium	Minor
1	1 Hour	1 Hour	2 Hours	3 Hours
2	2 Hours	2 Hours	4 Hours	6 Hours
3	4 Hours	4 Hours	8 Hours	16 Hours

## Severity Levels

The severity levels shown in the tables above are defined as follows:

- **Fatal:** Complete degradation – **all users and critical functions affected.** Item or service completely unavailable.
- **Severe:** Significant degradation – **large number of users or critical functions affected.**
- **Medium:** Limited degradation – **limited number of users or functions affected.** Business processes can continue.
- **Minor:** Small degradation – **few users or one user affected.** Business processes can continue.

## RESOLUTION TIMES

The Supplier will always endeavor to resolve problems as swiftly as possible. It recognizes that the Client's systems are key to daily functions and must be functional in the field.

However, UA is unable to provide guaranteed resolution times. This is because the nature and causes of problems can vary.

In all cases, the Supplier will make its best efforts to resolve problems as quickly as possible. It will also provide frequent progress reports to the Client.

## SCOPE OF SERVICES

1.1.1 Access to Software. UA is the developer and owner of, or has rights to, certain enterprise mobile device tracking and messaging software known as "AVaiL™", "AVaiL Web", "Vehicle Diagnostics", and "RFID Tracking" and related content to be provided to Customer; such software, its related content and any related documentation provided by UA, and the means used to provide the software to Customer and the services described herein are collectively referred to as the "Service". Subject to Customer's payment of the applicable fees and Customer's compliance with the terms of this Agreement, Customer, its affiliates and its and their employees ("Licensed Users") shall have the right to access and use the Service solely for Customer's and its affiliates' internal business purposes. UA will issue to one Licensed User ("Customer Administrator") an individual login identifier and password ("Administrator Login") for purposes of administering the Service. Using the Administrator's Login, the Customer Administrator shall assign each Licensed User a unique login identifier and password ("User Login") and provide such information to the Licensed Users and UA via the Service. Customer shall not provide a User Login to any individual or entity that is not a Licensed User to use the Service. Customer shall be responsible to ensure, by agreement or otherwise, that each Licensed User will: (a) be responsible for the security and/or use of his or her User Login; (b) not disclose such login identifier or password to any person or entity; (c) not permit any other person or entity to use his or her User Login; (d) use the Service only in accordance with the terms and conditions of this Agreement and on the workstation software from which the Service is accessed. UA shall have the right to deactivate, change and/or delete User Logins of Licensed Users who have violated this Agreement and to deny or revoke access to the Service, in whole or in part, if UA reasonably believes Customer and/or its Licensed Users are in material breach of this Agreement. Customer shall be solely responsible for ensuring that the access to the Service by a Licensed User who ceases to be an employee of Customer or one of its affiliates is terminated. UA shall have no responsibility for managing, monitoring, and/or overseeing Customer's and its Licensed Users' use of the Service. Customer acknowledges that the



Service may contain devices to monitor Customer's compliance with the terms and restrictions contained herein and Customer's obligations hereunder.

1.1.2 Operating Environment. Customer is solely responsible for acquiring, installing, operating and maintaining the hardware and software environment necessary to access and use the Service remotely via the Internet.

1.1.3 Changes to Service. UA may upgrade, modify, change or enhance ("Change") the Service and convert Customer to a new version thereof at any time in its sole discretion so long as such Change does not materially diminish the scope of the Service, in which event Customer shall have the right to terminate this Agreement upon thirty (30) days written notice to UA. During the term of this agreement, if UA upgrades the version of the Service Customer is using under this Agreement, Customer will not be charged an upgrade fee. Should UA offer additional optional software modules in the future that complement the Software, Customer may elect to purchase the optional software modules for an additional fee; however, Customer has no obligation to do so.

1.1.4 Help Desk. UA shall provide 24/7 Customer support in the form of a Help Desk. Customers reporting issues through email will receive confirmation of the issue within a reasonable time and will receive a callback the same business day if practical. The Help Desk is always subject to availability of our technical staff and clause 1.1.5 below.

1.1.5 Uptime Commitment.

a. Availability. The Service will be made available to Customer and its Licensed Users twenty-four hours a day, seven days a week less the period during which the Service are not available due to one or more of the following events (collectively, the "Excusable Downtime"):

- (i) Scheduled network, hardware or service maintenance;
- (ii) The acts or omissions of Customer or Customer's employees, agents, contractors, vendors, or anyone gaining access to the Service by means of a User Login;
- (iii) A failure of the Internet and/or the public switched telephone network;
- (iv) The occurrence of any event that is beyond UA's reasonable control, or
- (v) At Customer's direction, UA restricting Customer's and its Licensed Users access to the Service.

b. Commitment. Customer is responsible for promptly notifying UA in the event of a suspected Service failure. For the purposes of establishing uptime herein, downtime begins upon such notification and ends upon restoration of Service. Subject to Customer satisfying its obligations herein, UA guarantees that the Service will be available to Customer and its Licensed Users at least 99% of the time during each calendar month, excluding Excusable Downtime ("Uptime Commitment"). If UA fails to satisfy the Uptime Commitment during a month, then UA will credit to Customer a pro-rated portion of the Fees in the first month of the next succeeding calendar quarter following the failure. For purposes of this Section, "pro-rated portion of the Fees" means the product obtained by multiplying the applicable Fees during the month of the failure by a fraction, the numerator of which will be the number of hours that the Service did not satisfy the Uptime Commitment, and the denominator of which will be the total number of hours during the month that such failure occurred less Excusable Downtime.

1.1.6 Uniforms. UA's BodyWorn Solution is the only body camera system available to law enforcement that features direct integration of camera hardware into the officer's/deputy's uniform. As part of the multi-year service agreement, UA will furnish the following allotments and services during initial project launch.

a. Retrofits of existing uniforms. A quantity of five (5) standard uniform garments, per BodyWorn camera purchased, will be modified to BodyWorn ready status, for the purposes of product integration with our camera hardware solution. UA will provide The Client with both uniform retrofit vouchers and packing slip templates. Note, both uniform vouchers and accurately completed packing slips are required for all retrofit requests being sent to UA for processing. Failure to provide accurate uniform information may result in delays of processing The Client's request.

b. Retrofits of Standard garment types. Acceptable garment installation types offered at no-additional charge, as part of the initial project launch with a multiyear service agreement, include the following:

- (i) Duty shirts (long or short sleeve)
- (ii) Soft outer carrier vest
- (ii) Standard soft-shell jacket

c. Retrofits of Non-standard garment types. Excluded from the initial project launch retrofitting service, that may still be modified to BodyWorn ready status at an additional charge, include the following: (please see table 1.2.1, for pricing details)

- (i) Polo shirts
- (ii) Commando style sweaters
- (ii) Tactical vest or outer plate carriers
- (iv) Leather jackets

d. Certification of local uniform resellers. Following the recommendation of the Client, a local uniform reseller may be eligible to participate in UA's uniform certification program. This program is designed to maximize the speed in which new recruits and/or existing Officers/Deputies receive BodyWorn standard uniform garment retrofits, post project deployment. Additionally, this program is designed to foster the support of local small businesses in your respective area.

- (i) Resellers may participate in the certification program, for the purposes of retrofitting standard duty shirts and soft outer carrier vests only. All other non-standard garment retrofits should be forwarded to UA, at the expense of The Client.
- (ii) As part of the certification offered, UA will supply one (1) grommet installation machine and training of up to 5 reseller personnel, per session. Sessions run for a dedicated 16-hour period, over the course of two days. The reseller will be responsible for furnishing uniforms for the purposes of training and certification.
- (iii) Certification fees. Certification of each local uniform reseller will be charged to The Client, at \$2,500 per session.

e. As part of the offering with a multiyear service agreement, UA will provide a \$200 allotment towards any combination of new BodyWorn ready, standard uniforms, per body camera purchased.

#### 1.2.1 Uniform Retrofit Pricing Schedule

a. BodyWorn - **standard** garment retrofit service table (shipping charges apply)

Example Model	Description	Price (ea).
Blauer 8670, 8675, 8446	Duty Shirt, BodyWorn Ready	\$13
Blauer 8780, 8370, 8375, 8470	Carrier Vest Mount, BodyWorn Ready	\$13
Blauer 343, 343R	Traffic Safety Vest, BodyWorn Ready	\$13
Blauer 8780, 8370, 8375, 8470	Carrier Vest Zipper Mount, BodyWorn Ready	\$23
Spiewak	Carrier Vest Mount, BodyWorn Ready	\$33
Elbeco SH3500	Soft Shell Jacket	\$23
All Standard Uniform Types	Grommet Swap Out	\$10

b. BodyWorn - **non-standard** garment retrofit service table (price includes shipping). Due to the complicated nature of retrofitting non-standard garments, all prices provided below are considered estimates. Final pricing will be assessed at the time of services rendered, by UA's Uniform Coordinator. For additional questions, comments or concerns please e-mail [uniforms@utility.com](mailto:uniforms@utility.com)

Description	Price (ea).
Carrier Vest – Horizontal Mounting (Ex. Blauer 8340, 8375)	\$33
Tactical Vest – Velcro Closure	\$43
Tactical Vest – Center Zipper Closure	\$23

Tactical Vest – Horizontal Zipper with Mounting (Ex. Blackhawk Tactical Carrier)	\$43
Polo Shirt	\$43
Polo Carrier – Horizontal Zipper	\$43
Leather Jacket / Coat.	Quote Only
<b>Patches</b>	
Single	\$5
Pair	\$6
Name Tape – Includes Embroidery and Velcro	\$10

## USE OF THE SERVICE

2.1 Scope of Use. Subject to the terms and conditions of this Agreement, including, without limitation, Section 2.2 and 2.3 hereof and Customer's payment of all applicable Fees, UA hereby grants to Customer a limited, a non-exclusive, non- assignable, non-transferable license (the "License"), without the right to sublicense, to access and use the Service, during the Term, over the Internet for Customer's and its affiliates' internal business purposes, on a computer or a computer network operated by Customer, only by Licensed Users and only using the User Logins provided to UA for such Licensed Users for such use.

2.2 End User License Agreements. The Licensed software may incorporate software under license from a third party. If the third party requires Customer's notification of such use through an End User License Agreement (EULA), UA will provide such notification to the Customer. In order to use the Service, Customer agrees to be bound by all EULA(s) provided at the time of delivery whether by hardcopy or displayed upon Installation or use of the Service. Customer's use of the Service subsequent to such notice(s) shall constitute Customer's acceptance of the EULA(s).

2.3 Restrictions. Customer and its Licensed Users shall not: (a) copy the Service or any portion thereof other than as required to use the Service remotely as intended by this Agreement; (b) translate, decompile or create or attempt to create, by reverse engineering or otherwise, the source code from the object code of the Service; (c) modify, adapt, translate or create a derivative work from the Service; (d) use the Service to track more than the number of tracked asset units for which Fees have been paid pursuant Article 3 below; (e) sell, lease, loan, license, assign, sublicense, rent, transfer, publish, disclose, divulge, display, make available to third parties on a time-sharing or service bureau basis or otherwise make available for the benefit of third parties all or any part of the Service, including, without limitation, by transmitting or providing the Service, or any portion thereof, over the Internet, or otherwise, to any third party; (f) interfere or attempt to interfere with the operation of the Service in any way; (g) remove, obscure or alter any label, logo, mark, copyright notice, trademark or other proprietary rights notices affixed to or contained within the Service; (h) create any frames or other references at any other web sites pertaining to or using any of the information provided through the Service or links to the Service; or (i) engage in any action that constitutes a material breach of the terms and conditions of this Agreement. All rights not expressly granted hereunder are reserved to UA.

## FEES AND PAYMENT TERMS

3.1 Fees. As a condition to the License granted pursuant to Section 2.1 above, Customer shall pay annual Service usage fees ("Fees"). Customer shall, in addition to the Fees required hereunder, pay all applicable sales, use, transfer or other taxes and all duties, whether international, national, state or local, however designated, which are levied or imposed by reason of the transaction(s) contemplated hereby, excluding, however, income taxes on income which may be levied against UA ("Taxes"). Customer shall reimburse UA for the amount of any such Taxes.

3.2 Time-and-Materials Service. If Customer requests and UA agrees to provide services that are outside the scope of the Service, such services shall be provided at UA's then-current hourly service rates or as established within a separate agreement addressing these specific requests.

## REPRESENTATIONS AND WARRANTIES

4.1 **Expressed Warranty.** Products manufactured by UA are warranted to be free from defects in material and workmanship under normal use and service. This warranty is applicable to any of UA's products that Customer returns to UA during the period of the initial term of the agreement. All equipment issued, including BodyWorn™ devices and peripherals, and Rocket IoT™ in-vehicle systems and peripherals, are warranted for the duration of the initial agreement and will be repaired or replaced at UA's cost with an appropriate Request to Merchant (RMA) authorization. UA's obligations, with respect to such applicable warranty returns, are limited to repair, replacement, or refund of the purchase price actually paid for the product, at UA's sole option. UA shall bear round-trip shipment costs of defective Items found to be covered by this warranty. Defective Products or parts thereof may be replaced with either new, factory refurbished, or remanufactured parts. Defective parts, which have been replaced, shall become the UA's property. This warranty does not extend to any product sold by UA which has been subjected to malicious intent, neglect, accident, improper installation by a non-authorized 3<sup>rd</sup> party, or a use for purposes not included or not in accordance with operational maintenance procedures and instructions furnished by UA, or which has been repaired or altered by UA or persons other than UA or which has been damaged by secondary causes, including but not limited to, improper voltages, adverse environment conditions, improper handling, or products which have had their serial number or any part thereof altered, defaced, or removed. UA liability does not cover normal wear and tear or deterioration. Uniforms or modified uniforms provided with the service have a 1-year warranty and are limited to defects in material workmanship that render prevent the user from capturing video and/or using the Service. The Expressed Warranty does not include changes to the color or appearance of the uniform that result from normal wear and tear.

4.2 **UA and Customer Responsibilities.** Each party (the "Representing Party") represents and warrants to the other that: (a) it has the authority to enter this Agreement and to perform its obligations under this Agreement; (b) the execution and performance of this Agreement does not and will not violate any agreement to which the Representing Party is a party or by which it is otherwise bound; and (c) when executed and delivered, this Agreement will constitute a legal, valid and binding obligation of the Representing Party, enforceable in accordance with its terms. In addition to the foregoing: UA warrants that the software provided as part of the Service will materially conform to the applicable then-current documentation relating to the Service when used in an operating environment that complies with the then-current documentation relating to the Service. If UA alters the documentation in a way that materially diminishes the scope of the Services, Customer shall have the right to terminate this Agreement upon thirty (30) days prior written notice to UA. In the event that the software which is part of the Service fails to perform in accordance with this warranty, Customer shall promptly inform UA of such fact, and, as Customer's sole and exclusive remedy, UA shall either: (i) repair or replace the Service to correct any defects in the software without any additional charge to Customer, or (ii) terminate this Agreement and provide Customer, as Customer's sole and exclusive remedy, with a pro rata refund (for the unexpired portion of the applicable Term) of the Fees paid to UA hereunder. Customer represents and warrants to UA that Customer and its Licensed Users (i) will use the Service only for lawful purposes; (ii) will not interfere with or disrupt the operation of the Service or the servers or networks involved with the operation of the Service; (iii) attempt to gain unauthorized access to the Service, other accounts, computer systems or networks connected to the Service, through any other means; or (iv) interfere with another user's use and enjoyment of the Service.

4.3 **Export Restrictions.** Customer represents and warrants that it and all Licensed Users will comply with all applicable laws, rules and regulations in the jurisdiction from which they access the Service, including those laws, rules and regulations which apply to the access, import, use and export of controlled technology or other goods. Customer also agrees that it and all Licensed Users will comply with the applicable laws, rules and regulations of the jurisdictions from which UA operates the Service (currently, the United States of America). In particular, Customer represents, warrants and covenants that it shall not, without obtaining prior written authorization from UA and, if required, of the Bureau of Export Administration of the United States Department of Commerce or other relevant agency of the United States Government, access, use, export or re-export, directly or indirectly, the Service, or any portion thereof or any Confidential Information of UA (including without limitation information regarding the use, access, deployment, or functionality of the Service) from the United States to (a) any country destination to which access, use, export or re-export is restricted by the Export Administration Regulations of the United States Department of Commerce; (b) any country subject to sanctions administered by the Office of Foreign Assets Control, United States Department of the Treasury; or (c) such other countries to which access, use, export or re-

export is restricted by any other United States government agency. Customer further agrees that it is solely responsible for compliance with any import laws and regulations of the country of destination of permitted access, use, export or re-export, and any other import requirement related to a permitted access, use, export or re-export.

4.4 **Warranty Disclaimer.** CUSTOMER ACKNOWLEDGES THAT, EXCEPT AS PROVIDED HEREIN, THE SERVICE IS PROVIDED HEREUNDER WITH NO WARRANTY WHATSOEVER. CUSTOMER ACKNOWLEDGES THAT ITS USE OF THE SERVICE IS AT ITS OWN RISK. EXCEPT AS EXPRESSLY PROVIDED HEREIN, (a) THE SERVICE IS PROVIDED SOLELY ON AN “AS-IS” BASIS, AND (b) UA MAKES, AND CUSTOMER RECEIVES, NO WARRANTIES, EXPRESS, IMPLIED, OR OTHERWISE. UA EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, AND/OR NONINFRINGEMENT AND ALL DUTIES AND OBLIGATIONS IMPLIED IN LAW. UA DOES NOT WARRANT THAT THE SERVICE SHALL BE OPERABLE, SHALL PROPERLY STORE DATA, SHALL OPERATE UNINTERRUPTED OR ERROR FREE, SHALL BE SECURE, SHALL KEEP DATA CONFIDENTIAL, SHALL FUNCTION OR OPERATE IN CONJUNCTION WITH ANY OTHER PRODUCT OR SHALL MEET CUSTOMER'S NEEDS.

## **CONFIDENTIAL INFORMATION**

5.1 **Confidential Information.** As used herein, the term “Confidential Information means all technical, business and other information relating to the Service, which (i) is possessed or hereafter acquired by UA and disclosed to Customer or Licensed Users, (ii) derives economic value from not being generally known to persons other than UA and its customers, and (iii) is the subject of efforts by UA that are reasonable under the circumstances to maintain its secrecy or confidentiality. Confidential Information shall include, but shall not be limited to, oral or written (including, without limitation, storage in electronic or machine readable media) information with respect to UA's trade secrets, know-how, proprietary processes, operations, employees, contractors, prospects, business plans, product or service concepts, business methods, hardware, software, codes, designs, drawings, products, business models and marketing strategies, in each case relating to the Service. Confidential Information shall not include any information which Customer can demonstrate (a) has become generally available to and known by the public (other than as a result of a disclosure directly or indirectly by Customer, any of its affiliates or any of its or their respective employees, contractors or agents), (b) has been made available to Customer on a non-confidentiality basis from a source other than UA, provided that such source is not and was not bound by a confidentiality agreement with UA or any other legal obligation of non-disclosure, or (c) has been independently acquired or developed by Customer without violating any of its obligations under this Agreement.

5.2 **Non-Disclosure of Confidential Information.** Customer shall hold confidential all Confidential Information (as defined in Section 5.1) of UA and shall not disclose or use (except as expressly provided in this Agreement) such Confidential Information without the express written consent of UA. Confidential Information of UA shall be protected by the Customer with the same degree of care as Customer uses for protection of its own confidential information, but no less than reasonable care. Customer may disclose Confidential Information only to those of its employees who have a need to know the Confidential Information for purposes of performing or exercising rights granted under this Agreement and only to the extent necessary to do so. At any time upon the request of UA, the Customer shall promptly, at the option of UA, either return or destroy all (or, if UA so requests, any part) of the Confidential Information previously disclosed and all copies thereof, and the Customer shall certify in writing as to its compliance with the foregoing. Customer agrees to secure and protect the Confidential Information in a manner consistent with the maintenance of UA's rights therein and to take appropriate action by instruction or agreement with its Licensed Users to satisfy its obligations hereunder. Customer shall use its reasonable commercial efforts to assist UA in identifying and preventing any unauthorized access, use, copying or disclosure of the Confidential Information, or any component thereof. Without limitation of the foregoing, Customer shall advise UA immediately in the event Customer learns or has reason to believe that any person has violated or intends to violate these confidentiality obligations or the proprietary rights of UA. In the event Customer is required to disclose any Confidential Information by law or court order, it may do so, provided that UA is provided a reasonable opportunity to prevent such disclosure, and, in the event of a disclosure, that the



Customer apply reasonable commercial efforts to ensure that available confidentiality protections are applied to such information. In such event, Customer shall not be liable for such disclosure unless such disclosure was caused by, or resulted from, in whole or in part, a previous disclosure by Customer, any of its affiliates or any of its or their respective employees, contractors or agents, not permitted by this Agreement. UA Confidential Information shall not include information which can be demonstrated by Customer: (i) to have become part of the public domain except by an act or omission or breach of this Agreement on the part of Customer, its employees, or agents; (ii) to have been supplied to Customer after the time of disclosure without restriction by a third party who is under no obligation to UA to maintain such information in confidence; or (iii) required to be disclosed by law or court order, provided that UA is provided a reasonable opportunity to prevent such disclosure, and, in the event of a disclosure, that Customer apply reasonable commercial efforts to ensure that available confidentiality protections are applied to such information. Notwithstanding the foregoing, UA may publish the fact of the existence of this Agreement and/or the business relationship created hereby, and may include reference to it in its marketing collateral.

5.3 Non-Disclosure of Customer Confidential Information. Notwithstanding any provision of this Agreement to the contrary, UA shall hold confidential all information disclosed to UA (a) concerning the business affairs or proprietary and trade secret information of Customer, (b) any information that derives economic value from not being generally known to persons other than Customer and its employees, and (c) any information that is the subject of efforts by Customer that are reasonable under the circumstances to maintain its secrecy or confidentiality, whether disclosed to UA by Customer in oral, graphic, written, electronic or machine readable form ("Customer Confidential Information") and shall not disclose or use such Customer Confidential Information without the express written consent of Customer. Customer Confidential Information shall be protected by UA with the same degree of care as UA uses for its own confidential information, but no less than reasonable care. UA may disclose Customer Confidential Information only to those of its employees who have a need to know the Customer Confidential Information for purposes of performing or exercising rights granted under this Agreement and only to the extent necessary to do so. At any time upon the request of Customer, UA shall promptly, at the option of Customer, either return or destroy all (or, if Customer so requests, any part) of the Customer Confidential Information previously disclosed and all copies thereof, and UA shall certify in writing as to its compliance with the foregoing. UA agrees to secure and protect the Customer Confidential Information in a manner consistent with the maintenance of Customer's rights therein and to take appropriate action by instruction or agreement with its employees to satisfy its obligations hereunder. UA shall use reasonable commercial efforts to assist Customer in identifying and preventing any unauthorized access, use, copying or disclosure of the Customer Confidential Information, or any component thereof. Without limitation of the foregoing, UA shall advise Customer immediately in the event UA learns or has reason to believe that any person has violated or intends to violate these confidentiality obligations or the proprietary rights of Customer, and UA will, at UA's expense, cooperate with Customer in seeking injunctive or other equitable relief in the name of UA or Customer against any such person. Customer Confidential Information shall not include information which can be demonstrated by UA: (i) to have become part of the public domain except by an act or omission or breach of this Agreement on the part of UA, its employees, or agents; (ii) to have been supplied to UA after the time of disclosure without restriction by a third party who is under no obligation to Customer to maintain such information in confidence; or (iii) required to be disclosed by law or court order, provided that Customer is provided a reasonable opportunity to prevent such disclosure, and, in the event of a disclosure, that UA apply reasonable commercial efforts to ensure that available confidentiality protections are applied to such information.

5.4 Passwords. Any and all login identifiers and passwords provided hereunder are deemed Confidential Information of UA. Customer and Licensed Users are responsible for maintaining the confidentiality of such login identifiers and passwords. Customer agrees to (a) notify UA of any unauthorized use of such login identifiers or passwords or any other breach of security pertaining to the Service when it became known to the customer, and (b) ensure that Licensed Users exit from their accounts at the end of each session. UA cannot and will not be liable for any loss or damage arising from Customer's or any Licensed User's failure to comply with this Section 5.4.

5.5 Term. With regard to Confidential Information that constitutes trade secrets, the obligations in this Section shall continue for so long as such information constitutes a trade secret under applicable law. With

regard to all other Confidential Information, the obligations in this Section shall continue for the term of this Agreement and for a period of five years thereafter.

## INDEMNIFICATION AND LIABILITY

6.1 UA shall indemnify, defend and hold the Customer and its officials, agents and employees harmless from and against any and all claims, damages, losses, injuries and expenses (including reasonable attorneys' fees), relating to or arising out of: (i) any act or omission of UA, its officers, employees, subcontractors, or agents in connection with the performance of the Services; (ii) any breach of a covenant, representation or warranty made by UA under this Contract; and (iii) use by UA of any intellectual property in connection with the Services (whether such intellectual property is owned by UA or a third party) or the incorporation by UA of intellectual property into the Services.

6.2 EXCEPT FOR BREACHES OF SECTIONS 2 OR 5, IN NO EVENT WILL: (I) EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR ANY LOSS OF PROFITS, LOSS OF USE, LOSS OF REVENUE, LOSS OF GOODWILL, ANY INTERRUPTION OF BUSINESS OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, EVEN IF SUCH PARTY HAS BEEN ADVISED OR IS OTHERWISE AWARE OF THE POSSIBILITY OF SUCH DAMAGES; AND (II) EITHER PARTY'S TOTAL LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE TOTAL ANNUAL AMOUNT PAID BY CUSTOMER TO UA UNDER THIS AGREEMENT. MULTIPLE CLAIMS WILL NOT EXPAND THIS LIMITATION. THIS SECTION WILL BE GIVEN FULL EFFECT EVEN IF ANY REMEDY SPECIFIED IN THIS AGREEMENT IS DEEMED TO HAVE FAILED IN ITS ESSENTIAL PURPOSE.

## PROPRIETARY RIGHTS

7.1 Proprietary Rights. No right (except for the License right granted in Article 2), title or interest in any intellectual property or other proprietary rights are granted or transferred to Customer hereunder. UA and its third-party licensors and service providers retain all right, title and interest, including, without limitation, all patent, copyright, trade secret and all other intellectual property and proprietary rights, inherent in and appurtenant to the Service and all derivative works connected therewith.

## TERM AND TERMINATION

8.1 Term; Termination. The term of this Agreement (the "Term") shall commence on the Effective Date and shall continue for an initial term of five (5) years thereafter, unless terminated earlier or renewed as set forth herein.. All renewals require signatures by the City of Randolph and Utility, Inc. Either party may immediately terminate this Agreement in the event that:

- (a) the other party breaches any material obligation, warranty, representation or covenant under this Agreement and does not remedy such failure within thirty (30) days after its receipt of written notice of such breach or,
- (b) the other party becomes insolvent or is unable to pay its debts as due, enters into or files (or has filed or commenced against it) a petition, arrangement, action or other proceeding seeking relief or protection under the bankruptcy laws of the United States or similar laws of any other jurisdiction or transfers all of its assets to another person or entity.

If timely payment of Fees is not received as of its due date, Randolph has failed to remedy after opportunity to cure, UA reserves the right to either suspend or terminate Customer's or Licensed User's access to the Service. Upon termination or expiration of this Agreement for any reason, the License and the Service shall terminate, Customer will be obligated to pay any and all Fees due hereunder up through the date of termination or expiration and UA shall have no further obligations to Customer. Sections 2.2, 2.3, and 4.3 and Articles 5, 6, 7, 8, and 9 hereof shall survive the expiration or termination of this Agreement for any reason.

## MISCELLANEOUS

9.1 Notices. Any written notice required or permitted to be delivered pursuant to this Agreement will be in writing and will be deemed delivered: (a) upon delivery if delivered in person; (b) three (3) business days after deposit in the United States mail, registered or certified mail, return receipt requested, postage prepaid; (c) upon transmission if sent via telecopier/facsimile, with a confirmation copy sent via overnight mail; (d) one (1) business day after deposit with a national overnight courier;

9.2 Governing Law and Venue. This Agreement, and all the rights and duties of the parties arising from or relating in any way to the subject matter of this Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Massachusetts. Any suit or proceeding relating to this Agreement shall be brought in the courts, state and federal, located in Norfolk County, Massachusetts.

9.3 UCITA Disclaimer. THE PARTIES AGREE THAT THE UNIFORM COMPUTER TRANSACTIONS ACT OR ANY VERSION THEREOF, ADOPTED BY ANY STATE, IN ANY FORM ("UCITA"), SHALL NOT APPLY TO THIS AGREEMENT. TO THE EXTENT THAT UCITA IS APPLICABLE, THE PARTIES AGREE TO OPT OUT OF THE APPLICABILITY OF UCITA PURSUANT TO THE OPT-OUT PROVISION(S) CONTAINED THEREIN.

9.4 Assignment. Customer will not assign, sublicense or otherwise transfer this Agreement, in whole or in part, nor delegate or subcontract any of its rights or obligations hereunder, without UA's prior written consent, except in the event of an assignment to an affiliate

9.5 Force Majeure. Neither party shall have any liability to the other or to third parties for any failure or delay in performing any obligation under this Agreement due to circumstances beyond its reasonable control including, without limitation, acts of God or nature, actions of the government, fires, floods, strikes, civil disturbances or terrorism, or power, communications, satellite or network failures; provided, however, this Section 9.5 shall not apply to Customer's obligation to pay any of the Fees in accordance with Article 3 hereof.

9.6 Modifications. All amendments or modifications of this Agreement shall be in writing signed by an authorized representative of each party hereto. The parties expressly disclaim the right to claim the enforceability or effectiveness of: (a) any amendments to this Agreement that are not executed by an authorized representative of UA and Customer; (b) any oral modifications to this Agreement; and (c) any other amendments based on course of dealing, waiver, reliance, estoppel or similar legal theory. The parties expressly disclaim the right to enforce any rule of law that is contrary to the terms of this Section.

9.7 Waiver. The failure of either party to enforce, or the delay by either party in enforcing, any of its rights under this Agreement will not be deemed to be a waiver or modification by such party of any of its rights under this Agreement.

9.8 Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, in whole or in part, such holding shall not affect the validity or enforceability of the other provisions of this Agreement.

9.9 Headings. The headings used herein are for reference and convenience only and shall not enter into the interpretation hereof.

9.10 Entire Agreement. This Agreement (including the Schedules and any addenda hereto) contains the entire agreement of the parties with respect to the subject matter of this Agreement and supersedes all previous communications, representations, understandings and agreements, either oral or written, between the parties with respect to said subject matter.

IN WITNESS WHEREOF, UA and Customer have executed this Agreement as of the date set forth below. All signed copies of this Agreement shall be deemed originals.





Contract goes into effect upon, and is contingent upon, approval by vote of the Randolph Town Council on July 11, 2022

**Signed on behalf of The Client:**

**Signed:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Signed on behalf of The Supplier:**

**Signed:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_



We have prepared a quote for you

## Utility Bodyworn Cameras

Quote # 005236 v1

Prepared for:

**Randolph MA Police Department**

Troy Bacon  
tbacon@utility.com

Prepared by:

**Goosetown Communications -  
Bloomfield**

Todd Stacy  
tstacy@goosetown.com



7A Old Windsor Rd • Bloomfield, CT 06002  
(888) 466-7386 • FAX (845) 268-5345

## Products

Description	Price	Qty	Ext. Price
PSE01 <b>Use on orders purchased under PSE01 contract.</b> Use on orders purchased under PSE01 contract.	\$0.00	1	\$0.00
UTI-BW-S-4005 <b>Utility AVaiL Web SaaS and Warranty and 24/7 Technical Support for BodyWorn - 5 Years</b> Utility AVaiL Web SaaS and Warranty and 24/7 Technical Support for BodyWorn - 5 Years	\$5,156.25	50	\$257,812.50
UTI-BW-H-4001-X5 <b>Utility Bodyworn Hardware Bundle(Includes Smart Holster Sensor)</b> Utility Bodyworn Hardware Bundle(Includes Smart Holster Sensor)	\$1,427.08	50	\$71,354.00
UTI-BWA-S-4005 <b>Utility AVaiLWEB and SmartRedaction SaaS for BodyWorn, ALPR, and RocketIoT EcoSystem - 5 Years</b> Utility AVaiLWEB and SmartRedaction SaaS for BodyWorn, ALPR, and RocketIoT EcoSystem - 5 Years	\$20,604.17	2	\$41,208.34
UTI-BWA-H-4001-X5 <b>Utility ALPR plus Bodyworn and RocketIoT In-Car Video System Hardware Bundle(includes Smart Holster Sensor)</b> Utility ALPR plus Bodyworn and RocketIoT In-Car Video System Hardware Bundle(includes Smart Holster Sensor)	\$4,947.92	2	\$9,895.84
UTI-BWI-S-4005 <b>Utility AVaiL Web SaaS and Warranty with 24/7 Technical Support for BodyWorn and Rocket IoT In-Car - 5 Years</b> Utility AVaiL Web SaaS and Warranty with 24/7 Technical Support for BodyWorn and Rocket IoT In-Car - 5 Years	\$11,708.33	12	\$140,499.96
UTI-BWI-H-4001-X5 <b>Utility BodyWorn and Rocket IoT In-Car Video System Hardware Bundle(Includes Smart Holster Sensor)</b> Utility BodyWorn and Rocket IoT In-Car Video System Hardware Bundle(Includes Smart Holster Sensor)	\$3,375.00	12	\$40,500.00
UTI-TAB-H-4001-X <b>Utility RIoT In Car Tablet Bundle</b> Utility RIoT In Car Tablet Bundle	\$937.50	12	\$11,250.00
UTI-RIOT-VD-OBDDII-XS <b>Utility Rocket IoT OBDDII Diagnostic Cable</b> Utility Rocket IoT OBDDII Diagnostic Cable	\$52.80	12	\$633.60
UTI-CAD-I-4001 <b>Utility CAD Integration</b> Utility CAD Integration	\$15,625.00	1	\$15,625.00
UTI-CAD-S-4005 <b>Utility CAD Activation- 5 Years</b> Utility CAD Activation- 5 Years	\$937.50	64	\$60,000.00



7A Old Windsor Rd • Bloomfield, CT 06002  
(888) 466-7386 • FAX (845) 268-5345

## Products

Description		Price	Qty	Ext. Price
UTI-SWP-S-4005	<b>Utility SaaS for Smart WayPoint Access Point - 5 Years</b> Utility SaaS for Smart WayPoint Access Point - 5 Years	\$15,312.50	1	\$15,312.50
UTI-SWP-H-4001-X5	<b>Utility Smart Waypoint Access Point *ADD Material Bundle at Time of Order*</b> Utility Smart Waypoint Access Point *ADD Material Bundle at Time of Order*	\$1,145.83	1	\$1,145.83
Discount	<b>Discount with Multi-Year Agreement, Reseller Incentives, and MA State Purchases</b> Discount	(\$167,482.96)	1	(\$167,482.96)
Subtotal:				<b>\$497,754.61</b>



7A Old Windsor Rd • Bloomfield, CT 06002  
(888) 466-7386 • FAX (845) 268-5345

## Utility Bodyworn Cameras

**Prepared by:**

**Goosetown Communications -  
Bloomfield**

Todd Stacy  
860-528-7500 x323  
FAX (845) 268-5345  
tstacy@goosetown.com

**Prepared for:**

**Randolph MA Police Department**

41 South Main Street  
Randolph, MA 02368-4820  
Troy Bacon  
(781) 963-1212  
tbacon@utility.com

**Bill To:**

**Randolph MA Police Department**

41 South Main Street  
Randolph, MA 02368-4820  
Troy Bacon  
(781) 963-1212  
tbacon@utility.com

**Quote Number: 005236 • Version: 1 • Quote Date: 06/29/2022 • Expiration Date: 07/14/2022**

## Quote Summary

Description	Amount
Products	\$497,754.61
<b>Total:</b>	<b>\$497,754.61</b>

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

## Randolph MA Police Department

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



FY 2023

Water and Sewer Rate Study  
Findings and Recommendations

Presented By:

Douglas W. Gardner, President  
Pioneer Consulting Group, Inc.

# Water & Sewer Rate Study Findings

- Proposed rate increase (2 or 4%) will strengthen the enterprise funds
- No rate increase in FY 23 would likely result in a deficit
- \$8,149,602 Reserves Balance for New WTP
- New WTP costs have increased
- One year closer to plant coming on-line
- Objective remains: Small yearly increases to build reserves and minimize rate shock when the new plant comes online

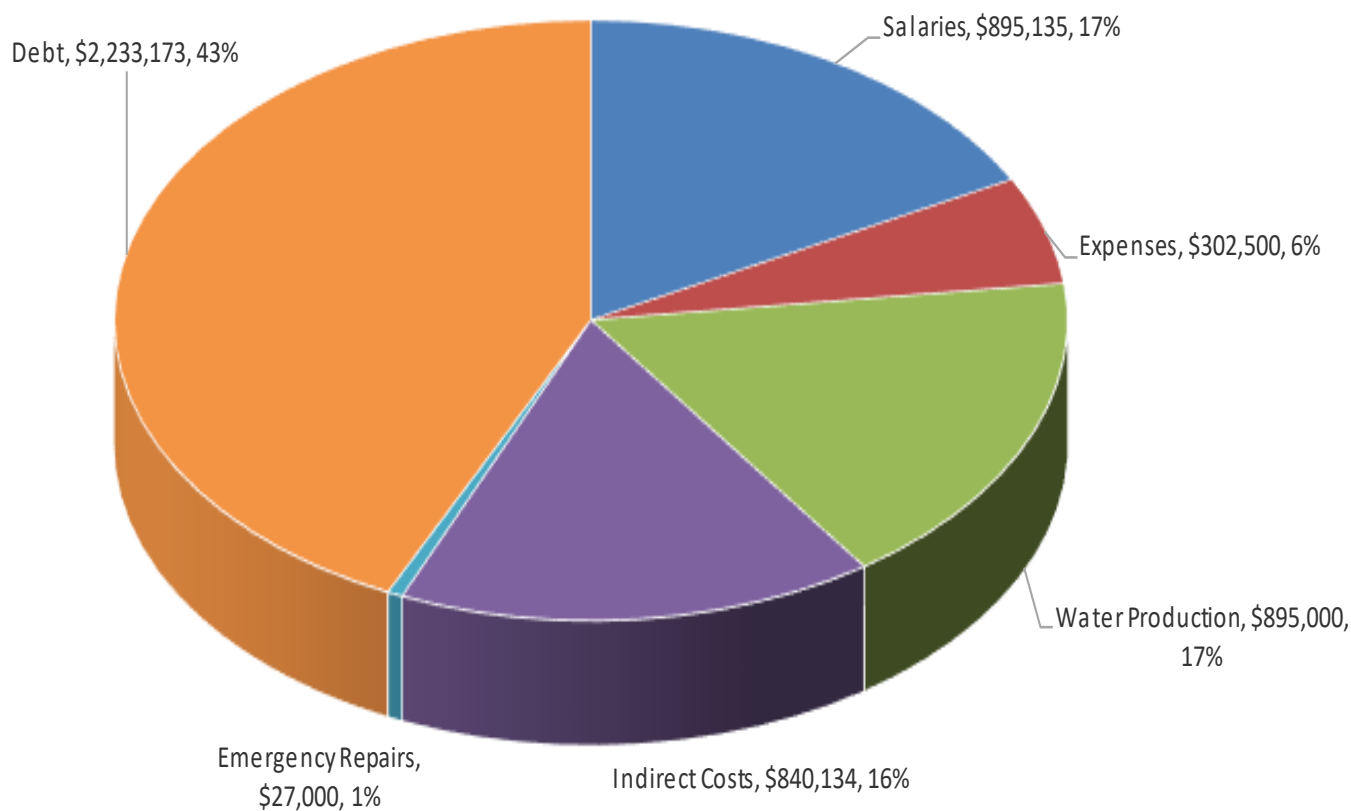
# Water & Sewer Rate Study Findings 3 Rate Scenarios 0%, 2%, 4% Increase

- **Water & Sewer Rates - Quarterly**
  - Maintain Minimum Charge
  - Water - \$25.00
  - Sewer - \$12.50
- **Step Rates**
  - Maintain Same Step Ranges
  - 1<sup>st</sup> Step: 1- 2,500cf quarterly
  - 2<sup>nd</sup> Step: Over 2,500 quarterly
- **FY 2023 Rates**
  - 0% Increase – Breakeven at best
  - 2% Increase – Slight Surplus - \$200,000
  - 4% Increase – Larger Surplus -\$500,000

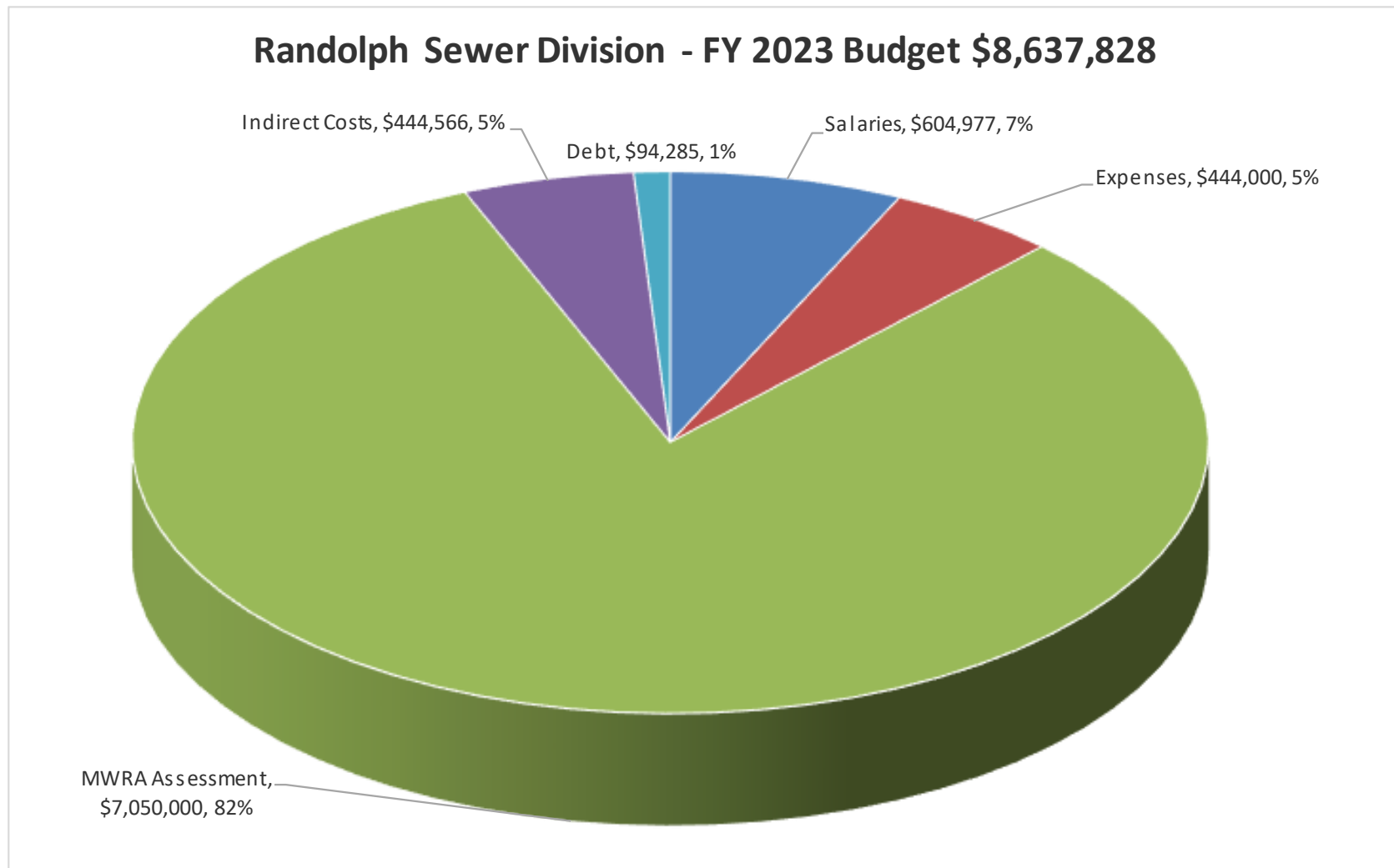


# What do the water rates fund?

Randolph Water Division - FY 2023 Budget- \$5,192,942



# What do the sewer rates fund?



# Proposed FY 2023 Water Rates

## RANDOLPH WATER DEPARTMENT

### Current vs Proposed Rates & Charges

WATER	Current Two Step FY 2022	Recommended Two Step FY 2023	Dollar Increase FY 2023	Percent Increase FY 2023	2% Increase Recommended Two Step FY 2023	Dollar Increase FY 2023	Percent Increase FY 2023	4% Increase Recommended Two Step FY 2023	Dollar Increase FY 2023	Percent Increase FY 2023
<b>Consumption (in cubic feet)</b>	90,000,000	90,000,000								
<b>Revenue to be Generated</b>	\$5,400,000	\$5,400,000	\$0.00	0%	\$5,500,000	\$100,000	1.85%	\$5,600,000	\$200,000	3.70%
<b>Base Charge - Quarterly</b>										
All Sizes	\$25.00	\$25.00	\$0.00	0.00%	\$25.00	\$0.00	0.00%	\$25.00	\$0.00	0.00%
Senior Base Charge	\$5.00	\$5.00	\$0.00	0.00%	\$5.00	\$0.00	0.00%	\$5.00	\$0.00	0.00%
<b>Metered Water Charges - Quarterly</b>										
1st Step (0 -2,500 CF)	\$4.53	\$4.53	\$0.00	0.00%	\$4.62	\$0.09	1.99%	\$4.71	\$0.18	3.97%
2nd Step (Over 2,500 CF)	\$5.76	\$5.76	\$0.00	0.00%	\$5.88	\$0.12	2.08%	\$5.99	\$0.23	3.99%
<b>Impact Analysis - Quarterly</b>										
500 CF	\$47.65	\$47.65	\$0.00	0.00%	\$48.10	\$0.45	0.94%	\$48.55	\$0.90	1.89%
1,000 CF	\$70.30	\$70.30	\$0.00	0.00%	\$71.20	\$0.90	1.28%	\$72.10	\$1.80	2.56%
2,500 CF Average customer	\$138.25	\$138.25	\$0.00	0.00%	\$140.50	\$2.25	1.63%	\$142.75	\$4.50	3.25%
4,000 CF	\$224.65	\$224.65	\$0.00	0.00%	\$228.70	\$4.05	1.80%	\$232.60	\$7.95	3.54%
5,000 CF	\$282.25	\$282.25	\$0.00	0.00%	\$287.50	\$5.25	1.86%	\$292.50	\$10.25	3.63%
7,200 CF	\$408.97	\$408.97	\$0.00	0.00%	\$416.86	\$7.89	1.93%	\$424.28	\$15.31	3.74%
10,000 CF	\$570.25	\$570.25	\$0.00	0.00%	\$581.50	\$11.25	1.97%	\$592.00	\$21.75	3.81%
50,600 CF - 35 Unit Apartment	\$3,167.18	\$3,167.18	\$0.00	0.00%	\$3,212.72	\$45.54	1.44%	\$3,258.26	\$91.08	2.88%
107,000 CF -160 Unit Apartment	\$8,847.10	\$8,847.10	\$0.00	0.00%	\$8,943.40	\$96.30	1.09%	\$9,039.70	\$192.60	2.18%

# Proposed FY 2023 Sewer Rates

## RANDOLPH SEWER DEPARTMENT Current vs Proposed Rates & Charges

## SEWER

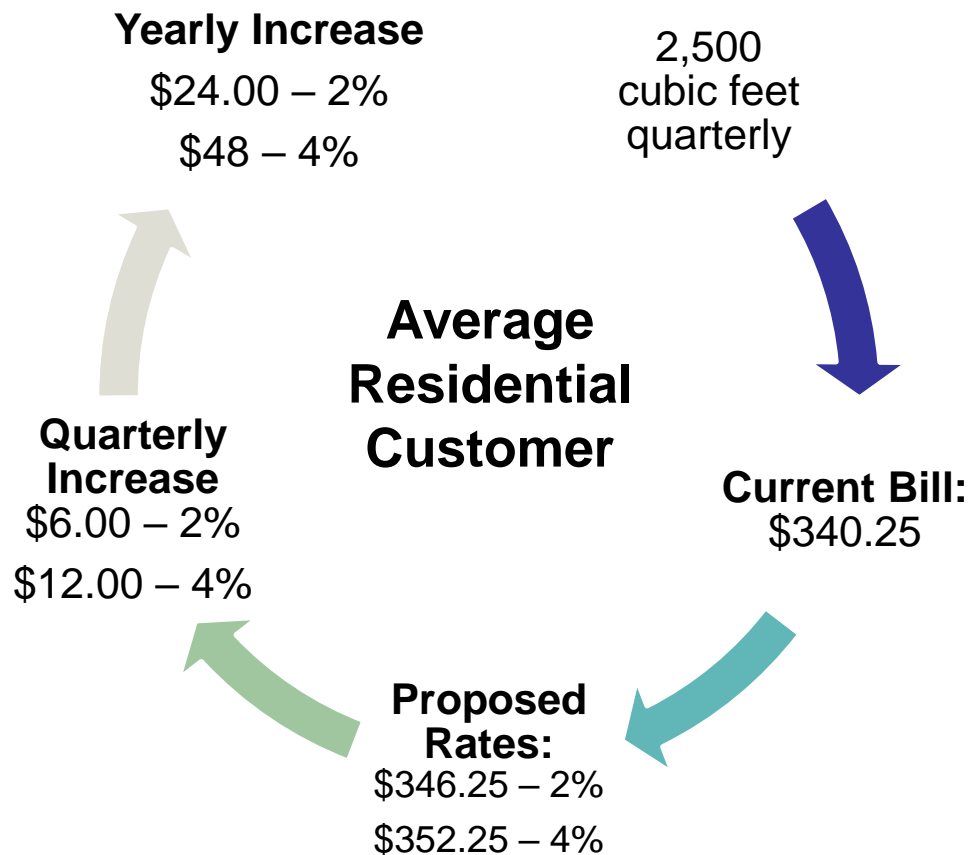
	Current Two Step FY 2022	Recommended Two Step FY 2023	Dollar Increase FY 2023	Percent Increase FY 2023	Recommended Two Step FY 2023	Dollar Increase FY 2023	Percent Increase FY 2023	Recommended Two Step FY 2023	Dollar Increase FY 2023	Percent Increase FY 2023
<b>Consumption (in cubic feet)</b>	91,000,000	91,000,000			91,000,000			91,000,000		
<b>Revenue to be Generated</b>	\$8,600,000	\$8,600,000	\$0.00	0%	\$8,700,000	\$100,000	1.16%	\$8,900,000	\$300,000	3.49%
<b>Base Charge - Quarterly</b>										
All Sizes	\$12.50	\$12.50	\$0.00	0.00%	\$12.50	\$0.00	0.00%	\$12.50	\$0.00	0.00%
Senior Base Charge	\$2.50	\$2.50	\$0.00	0.00%	\$2.50	\$0.00	0.00%	\$2.50	\$0.00	0.00%
<b>Metered Water Charges - Quarterly</b>										
1st Step (0 -2,500 CF)	\$7.58	\$7.58	\$0.00	0.00%	\$7.73	\$0.15	1.98%	\$7.88	\$0.30	3.96%
2nd Step (Over 2,500 CF)	\$13.02	\$13.02	\$0.00	0.00%	\$13.28	\$0.26	2.00%	\$13.54	\$0.52	3.99%
<b>Impact Analysis - Quarterly</b>										
500 CF	\$50.40	\$50.40	\$0.00	0.00%	\$51.15	\$0.75	1.49%	\$51.90	\$1.50	2.98%
1,000 CF	\$88.30	\$88.30	\$0.00	0.00%	\$89.80	\$1.50	1.70%	\$91.30	\$3.00	3.40%
2,500 CF Average customer	\$202.00	\$202.00	\$0.00	0.00%	\$205.75	\$3.75	1.86%	\$209.50	\$7.50	3.71%
4,000 CF	\$397.30	\$397.30	\$0.00	0.00%	\$404.95	\$7.65	1.93%	\$412.60	\$15.30	3.85%
5,000 CF	\$527.50	\$527.50	\$0.00	0.00%	\$537.75	\$10.25	1.94%	\$548.00	\$20.50	3.89%
7,200 CF	\$813.94	\$813.94	\$0.00	0.00%	\$829.91	\$15.97	1.96%	\$845.88	\$31.94	3.92%
10,000 CF	\$1,178.50	\$1,178.50	\$0.00	0.00%	\$1,201.75	\$23.25	1.97%	\$1,225.00	\$46.50	3.95%
50,600 CF - 35 Unit Apartment	\$4,272.98	\$4,272.98	\$0.00	0.00%	\$4,348.88	\$75.90	1.78%	\$4,424.78	\$151.80	3.55%
107,000 CF -160 Unit Apartment	\$10,110.60	\$10,110.60	\$0.00	0.00%	\$10,271.10	\$160.50	1.59%	\$10,271.10	\$160.50	1.59%

# Proposed FY 2023

Section G, Item5.

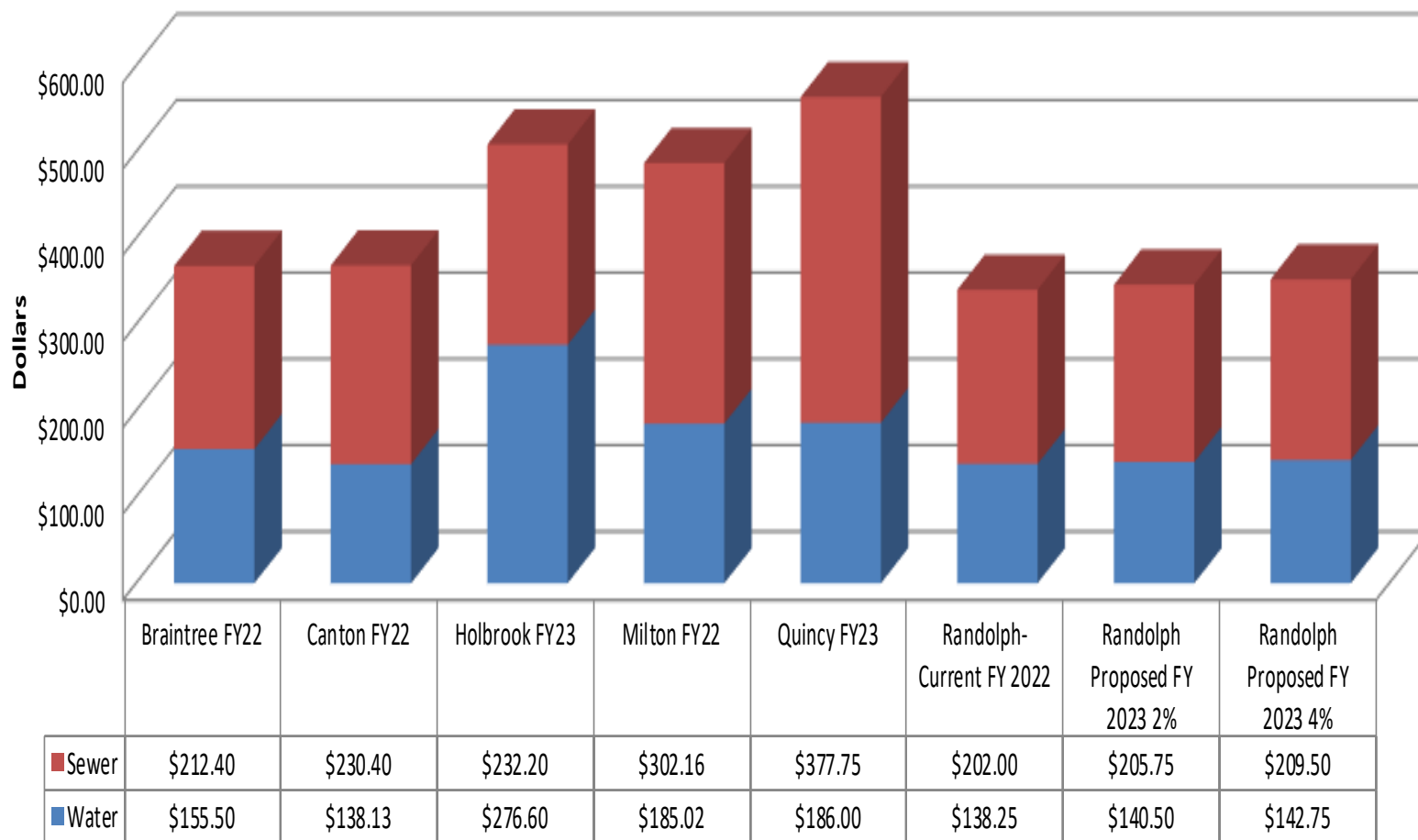
## Combined Water & Sewer Rates

RANDOLPH WATER & SEWER DEPARTMENT								Exhibit 1		
Current vs Proposed Rates & Charges					2% Increase to Steps			4% Increase to Steps		
Combined Bill										
	Current Two Step FY 2022	No Increase Recommended Two Step FY 2023	Dollar Increase FY 2023	Percent Increase FY 2023	Recommended Two Step FY 2023	Dollar Increase FY 2023	Percent Increase FY 2023	Recommended Two Step FY 2023	Dollar Increase FY 2023	Percent Increase FY 2023
Combined Water & Sewer										
Revenue to be Generated	\$14,000,000	\$14,000,000	\$0.00	0%	\$14,200,000	\$200,000	1.43%	\$14,500,000	\$500,000	3.57%
<b>Base Charge - Quarterly</b>										
All Sizes	\$37.50	\$37.50	\$0.00	0.00%	\$37.50	\$0.00	0.00%	\$37.50	\$0.00	0.00%
Senior Base Charge	\$7.50	\$7.50	\$0.00	0.00%	\$7.50	\$0.00	0.00%	\$7.50	\$0.00	0.00%
<b>Metered Water Charges - Quarterly</b>										
1st Step (0 -2,500 CF)	\$12.11	\$12.11	\$0.00	0.00%	\$12.35	\$0.24	1.98%	\$12.59	\$0.48	3.96%
2nd Step (Over 2,500 CF)	\$18.78	\$18.78	\$0.00	0.00%	\$19.16	\$0.38	2.02%	\$19.53	\$0.75	3.99%
<b>Impact Analysis - Quarterly</b>										
500 CF	\$98.05	\$98.05	\$0.00	0.00%	\$99.25	\$1.20	1.22%	\$100.45	\$2.40	2.45%
1,000 CF	\$158.60	\$158.60	\$0.00	0.00%	\$161.00	\$2.40	1.51%	\$163.40	\$4.80	3.03%
2,500 CF Average customer	\$340.25	\$340.25	\$0.00	0.00%	\$346.25	\$6.00	1.76%	\$352.25	\$12.00	3.53%
4,000 CF	\$621.95	\$621.95	\$0.00	0.00%	\$633.65	\$11.70	1.88%	\$645.20	\$23.25	3.74%
5,000 CF	\$809.75	\$809.75	\$0.00	0.00%	\$825.25	\$15.50	1.91%	\$840.50	\$30.75	3.80%
7,200 CF	\$1,222.91	\$1,222.91	\$0.00	0.00%	\$1,246.77	\$23.86	1.95%	\$1,270.16	\$47.25	3.86%
10,000 CF	\$1,748.75	\$1,748.75	\$0.00	0.00%	\$1,783.25	\$34.50	1.97%	\$1,817.00	\$68.25	3.90%
50,600 CF - 35 Unit Apartment	\$7,440.16	\$7,440.16	\$0.00	0.00%	\$7,561.60	\$121.44	1.63%	\$7,683.04	\$242.88	3.26%
107,000 CF -160 Unit Apartment	\$18,957.70	\$18,957.70	\$0.00	0.00%	\$19,214.50	\$256.80	1.35%	\$19,310.80	\$353.10	1.86%



**Average Residential Customer**  
**Combined Water and Sewer Bill**  
**Based on 2% and 4% increase**

## Randolph Rates Compared to Surrounding Communities 2,500cf Quarterly





What does a  
gallon of  
Randolph  
Water Cost?

Less than \$0.01 cent!



What does  
a gallon of  
Randolph  
Sewer  
cost?

Less than  
\$0.02 cents



# Recommendations

- Increase FY 2023 water and sewer rates
- Implement FY 2023 Rates Beginning July 1, 2022
- Continue to build reserves to offset future capital costs

**Council Order: 2022-037**

**Introduced By: Councilor Jesse Gordon  
July 11, 2022**

**ANNUAL REPORTS REGARDING**  
**CHAPTER 90 MONEY AND UNACCEPTED STREETS**

Ordered that the Town Manager shall provide a report to the Randolph Town Council on an annual basis regarding the following: i) funding received by the Town of Randolph pursuant to Massachusetts General Laws Chapter 90, Section 34, which provides funding to municipalities for the implementation of capital improvements on local public ways; and ii) the status of accepted and unaccepted local public ways in the Town of Randolph, including information on which unaccepted ways could be accepted with the least amount of cost.

---

KAREN HAYNES – CLIFTON19 Hillsdale Road, Randolph, MA 02368 ♦ Tel: (781) 885-2068 ♦ E-mail: [haynesclifton@yahoo.co.uk](mailto:haynesclifton@yahoo.co.uk)

---

June 10, 2022

Brian Howard  
Randolph Town Manager  
134 South Main Street  
Randolph, MA 02368

Dear Mr. Howard:

I hope that you will unreservedly accept my sincere thanks for the incredible display of appreciation and respect the Town of Randolph expressed for my husband, Councillor Kenrick Clifton. It seems to me that you granted every possible courtesy that the Town was capable of bestowing. In doing so, you unequivocally showed our family, and Kenrick's beloved citizens of Randolph, that the Town would always be there to honor those who served it and who contributed in some small way to make it a great place to live.

I visited Town Hall and saw the memorial and tribute to Kenrick, and I thank you and your staff for taking the time to assemble it. You mobilized both the police and fire services with the very gracious consent and assistance of both chiefs, and it is undeniable that their involvement made the funeral most memorable. Kindly convey my thanks to them as well.

The police outriders leading the funeral procession, those halting traffic as we passed by, the police officers at the church and the firefighters and fire engines along the route, were all thoroughly appreciated.

Upon leaving Hurley Funeral Home, the sight of the Randolph Town employees standing erect with their hands over their hearts, beneath a giant American flag, took my breath away. Kenrick would have been so moved by it. I was completely overwhelmed when we arrived at the cemetery and saw the line of fire trucks with their lights flashing and firefighters and workers standing "hand over heart". Thank you for the time you spent coordinating with Paul Currie at Hurley to ensure that everything was perfectly timed and ran smoothly.

I was deeply moved that you, the Town Council President and other Councilors took the time to visit me and offer to assist in any way that you could. The Fire Chief and many others dropped by with expressions of condolence. I was touched by the presence of the entire Council at the funeral.

We recognize all these grand public gestures and gratefully acknowledge all the time, hard work and thought, and largely unseen but essential effort that went on behind the scenes to ensure the efficiency exhibited throughout the day. My heartfelt thanks to you for accomplishing all of this and still agreeing to read at the funeral, all while dealing with medical emergencies of your own.

Your graciousness will never be forgotten. Thank you. Thank you all.

Sincerely yours,

*Karen Haynes-Clifton*

Karen Haynes-Clifton

CC: William Alexopoulos, President Randolph Town Council  
James Burgess, Town Councilor  
Katrina Huff-Larmond, Town Councilor  
Richard Brewer, Town Councilor  
Jesse Gordon, Town Councilor  
Natacha Clerger, Town Councilor  
Ryan Egan, Town Councilor  
Christos Alexopoulos, Town Councilor



# Massachusetts State Lottery Commission

DEBORAH B. GOLDBERG  
*Treasurer and Receiver General*

MARK WILLIAM BRACKEN  
*Interim Executive Director*

June 28, 2022

Randolph Town Council  
41 S. Main Street  
Randolph, MA 02368

Dear Sir/Madam:

The Massachusetts State Lottery is offering a KENO monitor to existing KENO To Go agent/s in your city/town, to display the game at their location. In accordance with M.G.L. c 10, section 27A, as amended, you are hereby notified of the Lottery's intent to install a monitor at the following location/s in your community:

Richdale Town and Newspaper  
27 Warren St.  
Randolph, MA

If the city/town objects to the issuance of the KENO license, it must claim its right to a Hearing before the MSLC within twenty-one (21) days of receipt of this notice. In accordance with section 27A(b), the objection of the city/town must be "as a result of an official action" taken by said city or town regarding the KENO applicant. In order to be fair and apply the same criteria to all cities, towns, and applicants, the MSLC defines an "official action" to be one in which the applicant appeared, or was given the opportunity to appear, before the licensing authority to discuss the issue at the local level in an open hearing or meeting prior to the Hearing at the MSLC.

If you object to these agent(s) receiving a monitor, you must do so, in writing, within twenty-one (21) days of receipt of this letter. If applicable, please address your written objection to the Massachusetts State Lottery Commission, Legal Department, 150 Mount Vernon Street, Dorchester, MA 02125 and send via email to [cporsche@masslottery.com](mailto:cporsche@masslottery.com) or by mail. Should you have any questions regarding this program or any other issues relative to the Lottery, please call the Lottery's General Counsel, Greg Polin, at 781-917-6057 or via email at [gpolin@masslottery.com](mailto:gpolin@masslottery.com). We look forward to working with you as the Lottery continues its efforts to support the 351 cities and towns of the Commonwealth.

Very truly yours,

MSLC Licensing Department

[randolphtowncouncil@randolph-ma.gov](mailto:randolphtowncouncil@randolph-ma.gov)





# Massachusetts State Lottery Commission

DEBORAH B. GOLDBERG  
*Treasurer and Receiver General*

MARK WILLIAM BRACKEN  
*Interim Executive Director*

July 7, 2022

Randolph Town Council  
41 S. Main Street  
Randolph, MA 02368

Dear Sir/Madam:

The Massachusetts State Lottery is offering a KENO monitor to existing KENO To Go agent/s in your city/town, to display the game at their location. In accordance with M.G.L. c 10, section 27A, as amended, you are hereby notified of the Lottery's intent to install a monitor at the following location/s in your community:

Richdale Town and Newspaper  
27 Warren St.  
Randolph, MA

If the city/town objects to the issuance of the KENO license, it must claim its right to a Hearing before the MSLC within twenty-one (21) days of receipt of this notice. In accordance with section 27A(b), the objection of the city/town must be "as a result of an official action" taken by said city or town regarding the KENO applicant. In order to be fair and apply the same criteria to all cities, towns, and applicants, the MSLC defines an "official action" to be one in which the applicant appeared, or was given the opportunity to appear, before the licensing authority to discuss the issue at the local level in an open hearing or meeting prior to the Hearing at the MSLC.

If you object to these agent(s) receiving a monitor, you must do so, in writing, within twenty-one (21) days of receipt of this letter. If applicable, please address your written objection to the Massachusetts State Lottery Commission, Legal Department, 150 Mount Vernon Street, Dorchester, MA 02125 and send via email to [cporche@masslottery.com](mailto:cporche@masslottery.com) or by mail. Should you have any questions regarding this program or any other issues relative to the Lottery, please call the Lottery's General Counsel, Greg Polin, at 781-917-6057 or via email at [gpolin@masslottery.com](mailto:gpolin@masslottery.com). We look forward to working with you as the Lottery continues its efforts to support the 351 cities and towns of the Commonwealth.

Very truly yours,

MSLC Licensing Department

[randolphtowncouncil@randolph-ma.gov](mailto:randolphtowncouncil@randolph-ma.gov)

