



# TOWN COUNCIL SPECIAL MEETING

Monday, November 28, 2022 at 6:00 PM

Town Hall - 41 South Main Street Randolph, MA 02368

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## AGENDA

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This meeting is posted pursuant to the state statute authorizing temporary remote participation as described here: <https://www.randolph-ma.gov/DocumentCenter/View/1493/remotemeetings22>

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

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

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

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

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

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

1. Minutes of Town Council Meeting of November 7, 2022

### **D. Old/Unfinished Business**

1. Council Order 2022-053: FY2023 Reserve Fund

### **E. New Business**

1. Council Order 2022-055 Authorizing the Town of Randolph to Enter Into a Grant Agreement with Norfolk County for Funding Under the American Rescue Plan Act

### **F. Public Hearings**

1. 6:20 PM: Special Permit Application and Site Plan and Design Review for a Proposed Remote Drive-Up Teller Unit located at 7-31 Warren Street

**G. Adjournment**

Notification of Upcoming Meeting Dates

December 5 & 19



## **Randolph Town Council**

### **DRAFT Meeting Minutes**

**Meeting Date: Monday, November 7, 2022 at 6:00 p.m., Remote Meeting via Zoom**

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

**Roll Call – Council Members Present:** Christos Alexopoulos, William Alexopoulos, Richard Brewer, James Burgess, Natacha Clerger, Jesse Gordon, Katrina Huff-Larmond, Kevin O’Connell (Councillor Egan Absent)

**Pledge of Allegiance:** Pledge of Allegiance led by Councillor Jesse Gordon.

Councillor Ryan Egan entered the meeting at 6:01 PM.

**Moment of Silent Prayer:** Moment of Silent Prayer held in remembrance of Jesse Gordon’s father, Abraham Gordon, and life-long resident of Randolph, Henry Rota.

### **Approval of Minutes**

1. Minutes of Town Council Meeting of October 3, 2022
2. Minutes of Town Council Meeting of October 6, 2022

Motion to Approve the Minutes of Town Council Meetings on October 3, 2022 and October 6, 2022 made by Councillor Burgess, seconded by Council Vice President Clerger.

Roll Call Vote (8-0-1) (Abstention: Burgess)

Motion Passes.

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

1. Council President Alexopoulos will appoint two Randolph Residents to serve on the Project Review Authority (PRA) for a project on 16 Fencourt Avenue.

Council President Alexopoulos will be appointing the two Randolph residents for the PRA during the next Council Meeting on November 21, 2022.

2. Request from the Finance Director Concerning her Contract.

Council President Alexopoulos will be appointing the negotiating team to get together with the Finance Director to review her contract. The Committee members are Councillor Katrina Huff-Larmond, Councillor Ryan Egan, and Councillor Jesse Gordon.

Councillor Burgess requested to see the email from the Finance Director concerning her contract. Council President Alexopoulos stated that he would provide him with that information.

**Public Hearings:**

1. 6:15 PM: Special Permit Application for a Drive-Through at 106 Mazzeo Drive - Proposed New Burger King Drive Through.

Council President Alexopoulos read correspondence from the original applicant, James Cammilleri, authorizing Ms. Susie Freiday to be substituted as the applicant for this Special Permit/Site Plan and Design Review Application, and correspondence from Ms. Susie Freiday requesting the withdrawal of the Application without prejudice.

Motion made by Councillor Huff-Larmond for Ms. Susie Freiday to be permitted to withdraw the Application without prejudice, seconded by Councillor Egan.

Roll Call Vote: 9-0-0

Motion Passes.

2. 6:15 PM: Special Permit Application and Site Plan and Design Review for a Proposed Development located at 16 Fencourt Avenue.

Council President Alexopoulos opened the public hearing on this matter. The Town Council Clerk read the legal notices that were published in the Patriot Ledger on October 22, 2022 and October 29, 2022.

Council President Alexopoulos read correspondence from the Applicant's representative, Kevin Reilly, requesting a continuance of the public hearing until December 5, 2022 or to such later meeting as the Council may elect.

Council President Alexopoulos opened the public comments portion of the public hearing. The public comments portion will remain open. The public hearing will remain open.

Motion made by Councillor Huff-Larmond to continue the public hearing on this matter to the Council Meeting to be held on December 5, 2022, with the public hearing to take place at 6:15pm, seconded by Councillor Egan.

Roll Call Vote: 9-0-0

Motion Passes.

3. 6:15 PM: Council Order 2022-046 - Amendment of Section 18-3 of the General Ordinances of the Town of Randolph Concerning Department Revolving Funds.

Council President Alexopoulos opened the public hearing on this matter. The Town Council Clerk read the legal notice that was published in the Patriot Ledger on November 2, 2022.

Town Manager Howard explained this will allow us to rent the fields that are being donated to us.

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

Joe Burke of Hills Street: How do you set a figure on this? And is this every year? Town Manager Howard explained the annual figure is no more than \$25,000. We have a series of revolving funds the council votes on every year and this would be one of them.

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



Councillor Huff-Larmond asked if other towns would be allowed to rent the fields. Town Manager Howard stated that leagues such as AAU may be interested in renting the fields. Councillor Huff-Larmond asked who is responsible to maintain the track at the High School. Town Manager indicated that it is the Schools. Councillor Huff-Larmond asked who would be responsible for maintaining the fields. Is it the DPW? I don't understand why we're having the lengthy conversation with this being DPW's job. Many situations where residents are having to mow the field because the town did not. Could we make this a definite responsibility so we're not having to question who will maintain the fields?

Councillor Brewer asked if people will be trained to take care of the baseball fields, and who that responsibility will fall on to maintain the fields. There is a lot of tree work that needs to be done in that area. Town Manager Howard stated that the goal would be for DPW to take care of the maintenance, otherwise we would have to use an outside vendor. The goal and intent is that the fields are well-maintained so that they can be rented out.

Councillor Chris Alexopoulos asked if we are looking to rent out all three fields? Maybe we can look into consolidating two of the fields in one bigger one. It would make it more diverse so that different age groups can use the fields. Have we looked at turf which is much more durable and requires less maintenance? Town Manager Howard stated we are quite far away from turf fields. The fields have the ability to handle t-ball, minor league, softball at the high school level, and under 12. Babe Ruth and high school, generally the AAU teams use the field closest to the middle school which is really the only field that age group can play at.

Councillor Burgess: The portion of the Order which states "all expenses are to support the program and be transferred to general funds" - what does that mean? Town Attorney Griffin responded by explaining that the funds would be available to support the recreation department programs but could also be transferred to the general fund for other uses. That's the default language in almost all of the revolving funds. It saves some administrative work for the finance department to draft these this way, so we mimicked how we've handled all the revolving funds accounting at the end of the year. Councillor Burgess stated he would much prefer that the money stays with the fields. Additionally, the maintenance of baseball fields requires a particular type of training.

Councillor Huff-Larmond: Who's responsibility is it to maintain the track? Town Manager Howard stated it is the school department's responsibility. Additionally, isn't it the responsibility of DPW to maintain these fields? Could we make this their definite responsibility?

Councillor Gordon stated that in one of the next meetings, he will be introducing an idea that the DPW should have an exclusive Parks and Recreation department to handle the parks, and fields, and the new equipment we're getting. I think the expertise should be within the DPW and there should be a designated department to address this.

Councillor O'Connell: Who is responsible for potential liability of the fields, if we rent them out? Will contracts be put in place between the Town and the rentee? Town Attorney Griffin stated that the Town is protected by a general statutory municipal liability protection with a damage cap and the recreational use statute. If we are charging people to use the fields, then we lose some of that protection and so I would recommend a liability waiver in any rental agreements.

Motion made by Councillor Burgess to amend the portion of the Council Order to read as "All expenses to support program," instead of "All expenses to support program and transfer to the General Fund." Seconded by Councillor O'Connell. Discussion was held.

Roll Call Vote: 7-2-0 (Nays: Council President Alexopoulos and Councillor C. Alexopoulos)  
Motion Passes.

Motion made by Councillor Burgess to approve Council Order 2022-046 as amended, seconded by Councillor Huff-Larmond.

Roll Call Vote: 9-0-0

Motion Passes.

### **Public Comments:**

1. David Mulligan: There has been an increase in utility rates. How is the town going to absorb those costs, is it per department or is it one town-wide bill? It's a significant increase in electricity with all the buildings we have. What does that mean to our budget overall? Also, Pond Lane was marked out- are they going to be moving forward with that project sooner rather than later? Council President Alexopoulos stated that the project on Pond Lane will begin in the next week or two.
2. Sandy Cohen commended the Fire Department and Kerry Sullivan, head of senior outreach of the town. I was very fortunate to be at the community center and the conversation came up for the fire dept to test smoke alarms and I signed up. This morning they came and replaced one CO2 alarm, made a second one, and checked my smoke detectors. I was very surprised and did not know this was available. I think this service should be made more visible to other mature residents. Secondly, what is the status of the apartment building across from McDonald's- is it ever going to be done? Will there be a new traffic pattern implemented in that area? Council President stated it's their building and their schedule, and thanked Ms. Cohen for her comments/concerns.

### **New Business:**

1. Council Order 2022-048: Acceptance of Gift of Real Estate Located on North Street in Randolph

Council President Alexopoulos read Council Order 2022-048 into the record.

Town Manager Howard explained the purpose of the order is to allow us to take ownership of the land.

Motion to approve Council Order 2022-048 as written made by Councillor C. Alexopoulos, seconded by Councillor Brewer. Discussion was held. Councillor Burgess requested an update on the contamination site. Town Attorney Griffin provided an update and would get back to him with additional information.

Roll Call Vote: 9-0-0

Motion Passes.

2. Council Order 2022-049: FY2023 Revolving Fund Spending Authorization

Town Council President Alexopoulos read Council Order 2022-049 into the record.

Town Manager Howard explained this is the final component to the acceptance of gifts of land/baseball fields.

Motion to approve Council Order 2022-049 as written made by Councillor O'Connell, seconded by Councillor C. Alexopoulos.

Roll Call Vote: 9-0-0

Motion Passes.

3. Council Order 2022-050: Amendment of Section 147-9(D) of the General Ordinances of the Town of Randolph Concerning Violations, Penalties and Fines Relating to Trash and Refuse Disposal

Council President Alexopoulos read Council Order 2022-050 into the record.

Town Manager Howard introduced this Council Order to the Town Council as a first reading. Discussion was held amongst the Councillors regarding the need for an increase in fines relating to trash and refuse disposal, particularly regarding apartment complexes.

Councillor Burgess asked if this will also need to be updated in the fees and fines section? Town Attorney Griffin believes this is the only amendment that is needed but she will double check.

Council President Alexopoulos stated this will be voted on during the Town Council Meeting on December 5, 2022.

4. Council Order 2022-051: Acceptance of Gifts of Real Estate - Fuller Avenue and Mullen Street

Council President Alexopoulos read Council Order 2022-051 into the record.

Town Manager Howard introduced this Council Order to the Town Council. Discussion was held regarding the sizes of each parcel, and what each parcel could potentially be used for.

Motion to approve Council Order 2022-051 as presented made by Councillor O'Connell, seconded by Councillor C. Alexopoulos.

Roll Call Vote: 9-0-0

Motion Passes.

5. Council Order 2022-052: Acceptance of Gifts of Real Estate for Conservation Purposes

Council President Alexopoulos read Council Order 2022-052 into the record.

Town Manager Howard introduced this Council Order to the Town Council. Discussion was held regarding what would happen once these parcels are in the care and custody of the Conservation Commission.

Motion to approve Council Order 2022-052 as presented made by Councillor O'Connell, seconded by Councillor Burgess. Discussion was held regarding a potential trail through Bear Swamp from Powers Farm, and from the Dog Park for passive recreation.

Roll Call Vote: 9-0-0

Motion Passes.

**Correspondence:**

1. Council President Alexopoulos stated that there will be a Special Council Meeting on Monday, November 14, 2022 at 6:00 PM for an Introduction to Tax Classification which will then also be discussed during a public hearing at the Council Meeting on November 21, 2022.
2. The Town Council Clerk read a message from Officer Casey L'Italien, in which she expressed her gratitude to the Town Council.
3. The Town Council Clerk read an invitation from Sierra Club Massachusetts for a Municipal Climate Leadership Summit on November 19, 2022 from 12:30 PM to 3:30 PM.

## Committee Reports:

1. Councillor Gordon reported on the Master Plan Implementation Committee, which held a table at Powers Farm. We asked everyone who passed by to express their preference on which of the seven sections of the master plan they consider most important. In first place was Open Space and Recreation.
2. Councillor Huff-Larmond reported on the recent ARPA and Equity Advisory Committee. There are a number of residents and business owners, and a diverse number of stakeholders. We started by talking about the needs of Randolph.

## Council Comments:

1. Councillor O'Connell: Attended Randolph's Harvest Hoopla, thanked the Council Clerk for putting together a nice table for the Town Council, she is a great addition to the team here. Thank you to Liz and everyone that put together the Harvest Hoopla. Thank you for putting stuff like this together for our community and helping our community grow. Councillor O'Connell had the opportunity to participate in the Randolph 5K and congratulated everyone who was able to participate in that.
2. Council Vice President Clerger: November 11, 2022 is Veterans Day and Council Vice President Clerger has the honor of cooking for the event at the Elk's this year, and then we are walking to town hall. Secondly, she and Councillor Gordon were a part of a movie production, "A Heart on the Mane" and it will be airing on November 15, 2022 at the cinema in Randolph- check it out!
3. Councillor Gordon: The community preservation process is wonderful and there should be a user-guide to simplify how to utilize the funds. For example, he received a grant to put up signage at conservation areas and it was not necessarily straightforward to figure out how those funds are obtained so that we can use it. In the near future, he will be recommending a way to make this more user friendly at the next regular Council meeting.
4. Councillor Brewer: Attended trunk-or-treat at RICC, and it was very well attended. Liz from the RICC put together another great production and I was glad to be a part of it.
5. Councillor Huff-Larmond: Thanked the Simmons students that attended the meeting today. I attended the Harvest Hoopla- Natalie thank you for the energy and helping the residents know that we are not just individuals on a zoom or behind a desk, so that effort was appreciated. Had the honor to participate in painting "R"s in driveways to support READ (Randolph Embracing Athletic Development), which directly benefits the Randolph Athletic Department. I also attended the Paul Fernandes Fundraiser at the RICC which was great. It was a great cause. Lastly, if anyone needs help filling out college applications, please feel free to reach out for assistance.

## Adjournment:

Motion to adjourn was made by Council Vice President Clerger, seconded by Councillor Huff-Larmond.  
Roll Call Vote: 9-0-0.  
The meeting was adjourned at 8:05 PM.

**Council Order: 2022-053**

**Introduced By: Town Manager Brian Howard  
November 14, 2022**

**FY2023 Reserve Fund**

To see if the Randolph Town Council will establish a Reserve Fund for FY2023 to provide for extraordinary or unforeseen expenditures pursuant to the provisions of M.G.L. ch.40, Section 5A and any other applicable law and to see if the Randolph Town Council will fund the Reserve Fund by raising and appropriating Two Million and Fifty Dollars (\$2,050,000) to be placed in said Reserve Fund.

## Public Notices

Originally published at patriotledger.com on 11/22/2022

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Meeting 11/28/2022

LEGAL NOTICE

PUBLIC NOTICE

Town of Randolph, MA

Council Order 2022-053

The Randolph Town Council will hold a meeting on Monday, November 28, 2022 at 6:00 PM via ZOOM to consider Council Order 2022-053 to see if the Randolph Town Council will establish a Reserve Fund for FY2023 to provide for extraordinary or unforeseen expenditures pursuant to the provisions of M.G.L. ch.40, Section 5A and any other applicable law and to see if the Randolph Town Council will fund the Reserve Fund by raising and appropriating Two Million and Fifty Dollars (\$2,050,000) to be placed in said Reserve Fund.

Additional information on this Council Order may be found on the Town of Randolph website and is also available through the Randolph Town Clerk's Office during regular business hours at the offices of the Town Clerk, 41 South Main Street, Randolph, MA. The Zoom link to connect to the meeting may be found on the Randolph website calendar, on the day of the meeting.

AD# 8074814

PL 11/22/2022

Council Order 2022-055

Introduced By: Town Manager Brian Howard  
November 28, 2022

**Council Order Authorizing the Town of Randolph to Enter Into a  
Grant Agreement with Norfolk County To Accept Funding  
Under the American Rescue Plan Act (ARPA)**

The Randolph Town Council hereby authorizes the Town of Randolph to enter into a grant agreement with Norfolk County to accept funding under the American Rescue Plan Act (ARPA), in a form essentially as attached hereto, said agreement to be signed by the Town Manager and the Town Council, and hereby further authorizes the Town Manager to take any other actions necessary to receive said grant funding from Norfolk County for the purposes of funding the Town of Randolph's share of the costs of designing, constructing, equipping, furnishing and bringing into operation of the Tri-Town Regional Water Treatment Plant including without limitation all costs incidental or related thereto. The grant funding will cover the time period from March 3, 2021 to June 30, 2024 (subject to extension at the sole discretion of the County, but not later than December 31, 2024).

# MODEL AGREEMENT



## GRANT AGREEMENT (ARPA)

This Grant Agreement (this "Agreement") is entered into by and between Norfolk County, Massachusetts (the "County") and the Municipality listed in the application(s) attached hereto as Exhibit A (the "Grantee"), a political subdivision of The Commonwealth of Massachusetts (the "Commonwealth") located within the territorial boundaries of the County (the "Grantee").

WHEREAS, the County is the recipient of a grant (as more fully described in Exhibit A, the "ARPA Grant") made available under the American Rescue Plan Act ("ARPA") from the United States Treasury;

WHEREAS, the Grantee has submitted (and may in the future submit) to the County one or more applications for grants to be funded from the ARPA Grant (each application approved by the County and attached hereto from time to time in Exhibit A, an "Application"), and in reliance on the representations, certifications and warranties made by the Grantee herein and in the Applications, the County is (or will be) willing to provide one or more restricted grants in the Grant Amount identified in the applicable Application (each, a "Grant") to the Grantee on the terms and conditions stated herein;

WHEREAS, the Grantee is willing to accept the Grant evidenced by each Application, and to thereby become a sub-recipient of the ARPA Grant, on the terms and conditions stated herein.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the parties agree and bind themselves as follows:

### ARTICLE I - REPRESENTATIONS OF THE GRANTEE

Recognizing that the County is relying hereon, the Grantee represents, as of the date of this Agreement, as follows:

- (a) *Organization; Power, Etc.* The Grantee is a political subdivision of the Commonwealth located entirely within the geographic boundaries of the County with full legal right and power to authorize, execute, and deliver this Agreement, to receive each Grant, to undertake and implement the use of Grant funds described in each Application and to carry out and consummate all transactions contemplated by the foregoing (including without limitation the recordkeeping and reporting described herein);
- (b) *Authority.* The Grantee has duly and validly authorized the execution and delivery of this Agreement and has or will have so authorized the execution of each Application, and all approvals, consents, and other governmental or corporate proceedings necessary for the execution and delivery of the foregoing or required to make this Agreement the legally binding obligation of the Grantee that it purports to be, in accordance with its terms, have been obtained or made. The representatives of the Grantee executing this Agreement have all necessary power and authority to execute this Agreement and to bind the Grantee to the terms and conditions herein.
- (c) *No Litigation.* No action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, other than as disclosed to the County in writing, is pending or, to the knowledge of the authorized representatives of the Grantee executing this Agreement, threatened (1) seeking to restrain or enjoin the execution and

delivery of this Agreement, or the undertaking of any Project (defined below) or (2) contesting or affecting the validity of this Agreement; and neither the corporate existence of the Grantee nor the title to office of any authorized representatives of the Grantee executing this Agreement, is being contested.

- (d) *No Conflicts.* The authorization, execution and delivery of this Agreement, and performance by the Grantee of each Project and of its obligations under this Agreement, will not constitute a breach of, or a default under, any law, ordinance, resolution, agreement, indenture or other instrument to which the Grantee is a party or by which it or any of its properties is bound.
- (e) *SAM Registration.* Grantee is registered with the System for Award Management (SAM) and confirms that the Data Universal Numbering System (DUNS) number listed in Exhibit A is the correct such number for the Grantee as of the date hereof.
- (f) *Binding Agreement.* This Agreement is, or when executed and delivered will be, the legal, valid, and binding obligation of the Grantee, enforceable in accordance with its terms, subject only to limitations on enforceability imposed in equity or by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' rights generally.
- (g) *Information Submitted.* All information, reports, and other documents and data submitted to the County in connection with this Agreement (including without limitation, the Application(s) attached hereto as of the date of execution and each other Application, if any, to be later attached and made a part hereof pursuant to the terms hereof) were, at the time the same were (or will be) furnished, and are, as of the date hereof (or will be as of the date the same are furnished), true, correct and complete in all material respects.
- (h) *Ratification.* By executing this Agreement, the Grantee (i) affirms and ratifies all statements, representations and warranties contained in all written documents that it has submitted to the County in connection with this Agreement (including, without limitation, the this Agreement and the Application(s) attached hereto as Exhibit A as of the date hereof) and (ii) agrees that on each date, if any, that an additional Application is attached hereto and made a part hereof, it will be deemed to have affirmed and ratified all such statements, representations and warranties (including, without limitation, those contained or provided in connection with such additional Application).

## ARTICLE II - THE GRANT

**2.1 Grant Amount** The County agrees to make and the Grantee agrees to accept, on the terms and conditions stated in this Agreement, one or more Grants, in the Grant Amount(s) specified on the Application(s) attached as Exhibit A hereto. From and after the date hereof, the County may agree to make and the Grantee may agree to accept, on the terms and conditions stated herein, additional Grants pursuant to additional Applications in the Grant Amount stated in each such Application; in such event, such additional Applications will be attached hereto on Exhibit A and shall become a part of this Agreement.

**2.2 Project and Schedule**

- (a) *Grant Purpose.* Each Grant is being made solely to finance the project described in the applicable Application (each, a "Project").
- (b) *Grant Expenditure Schedule.* The Grant will not pay any costs other than those incurred during the period from March 3, 2021 to June 30, 2024 (subject to extension in the sole discretion of the County, but not later than December 31, 2024). All Grant proceeds that remain unexpended as of June 30, 2024 (or such later date to which the County shall extend such deadline, in its sole discretion) shall be returned to the County promptly (and in any event within ten (10) business days thereafter).

**2.3 Grant Award Package**

In connection with the execution and delivery of this Agreement, each of the following conditions shall be satisfied (all documents, certificates and other evidence of such conditions are to be satisfactory to the County in its sole and absolute discretion).

- (a) *Executed Grant Agreement.* The County shall receive a duly executed original of this Agreement.
- (b) *Expiration of Offer.* Each Grant, and the obligation of the County to disburse such Grant, or any portion thereof, shall expire ninety (90) days from the date the Grantee was notified that the County had approved the applicable Application. The County, in its sole and absolute discretion, may approve one or more extensions to the expiration of the offer of any Grant.

## ARTICLE III - AFFIRMATIVE COVENANTS

**3.1 Use of Disbursements**

The Grantee shall expend the Grant funds only for eligible costs of the Project as described in the applicable Application, subject to Article II hereof. The Grantee shall be responsible for compliance with, and shall comply in all material respects with, all applicable law and regulations, whether or not such law or regulations are expressly referenced herein.

**3.2 Reporting and Compliance with Laws**

The Grantee shall comply with all reporting requirements set forth in Schedule A hereto. In addition, the Grantee agrees that each Project shall be constructed or undertaken and each Grant shall be expended in full compliance with all applicable provisions of federal, state and local law and all

regulations thereunder. Without limiting the generality of the foregoing, the Grantee covenants to comply in all respects with all applicable law, regulation and rule regarding bidding, procurement, employment and anti-discrimination.

### **3.3 Additional Project Funding**

The Grantee shall ensure that adequate funding is in place to complete each Project. In the event that any Grant, alone, is for any reason insufficient to complete the applicable Project, the Grantee will obtain or make available and apply other funds (including without limitation, by incurring loans or obtaining other grants) in an aggregate amount necessary to ensure completion of each such Project.

### **3.4 Recoupment and Costs**

The Grantee acknowledges that it is responsible for compliance with this Agreement and all state and federal law and regulation applicable to the Grant(s) funding source and the Project. Breach of this Agreement and/or failure to comply with such law or regulation may result in all or a portion of the Grant(s) becoming subject to recoupment (including, without limitation, as described in each Application). If one or more Grant is subject to recoupment, the County will notify the Grantee in writing and the Grantee shall promptly, and in any event within 10 days of receiving such notice, return such Grant proceeds (including both any unexpended portion and funds equal to the portion expended) and any interest earnings thereon. In addition, Grantee shall be responsible for, and hereby agrees to prompt pay or reimburse the County for all costs incurred by the County, its employees, officers and agents (including without limitation, attorneys' fees) related to or arising out of such recoupment, including without limitation costs of any related investigation, audit and/or collection efforts.

### **3.5 Indemnification**

To the fullest extent permitted by law, the Grantee agrees to indemnify and hold harmless the County and all of its employees, officers, and agents (collectively, "Indemnified Persons") from and against any and all losses, costs, damages, expenses, judgments, and liabilities of whatever nature (including, but not limited to, attorneys', accountants' and other professionals' fees and expenses, litigation and court costs and expenses, amounts paid in settlement and amounts paid to discharge judgments and amounts payable by an Indemnified Person relating to or arising out of (i) the actual or alleged failure of the Grantee to comply with the terms of this Agreement or with any other requirement or condition applicable to the federal grant with which any Grant is funded or (ii) the operation or undertaking of each Project; provided that no indemnification shall be required of an Indemnified Person to the extent such losses are determined by the final judgment of a court of competent jurisdiction to be the result of the gross negligence or willful misconduct of such Indemnified Person. Such indemnification includes, but is not limited to, costs arising from third-party claims.

The provisions of this Section shall survive the termination of this Agreement, and the obligations of the Grantee hereunder shall apply to losses or claims whether asserted prior to or after the termination of this Agreement. In the event of failure by the Grantee to observe the covenants, conditions and agreements contained in this Section, any Indemnified Person may take any action at law or in equity to collect amounts then due and thereafter to become due, or to enforce performance and observance of any obligation, agreement or covenant of the Grantee under this Section. The obligations of the Grantee under this Section shall not be affected by any assignment or other transfer by the County of its rights or interests under this Agreement and will continue to inure to the benefit of the Indemnified Persons after any such transfer. The provisions of this Section shall be cumulative with and in addition to any other agreement by the Grantee to indemnify any Indemnified Person.

### 3.6 SAM

The Grantee shall maintain an active SAM registration at all times while this Grant Agreement is in effect.

### 3.7 Recordkeeping.

The Grantee shall maintain accounts and records with respect to each Project and each Grant in accordance with generally accepted accounting principles as issued from time to time by the Governmental Accounting Standards Board (GASB). Grantee shall keep and maintain all financial records and supporting documentation related to the Project and each Grant for a period of seven years after all Grant proceeds have been expended or returned to the County. Wherever practicable, Grantee shall collect, transmit, and store such records in open and machine readable formats. Grantee agrees to make such records available to the County or the United States Treasury upon request, and to any other authorized oversight body, including but not limited to the Government Accountability Office (GAO), the Treasury's Office of Inspector General (OIG) and the Pandemic Relief Accountability Committee (PRAC). Grantee agrees to make such accounts and records available for on-site inspection during regular business hours of the Grantee and permit the County, the United States Treasury or any other such authorized oversight body to audit, examine, and reproduce such accounts and records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data, and other information relating to all matters covered by this agreement.

The Grantee shall permit the County or any party designated by it upon reasonable prior notice to the Grantee to examine, visit and inspect each Project and to inspect and, without limiting the generality of the previous paragraph, to make copies of any accounts, books and records of the Grantee pertaining to each Project and/or each Grant.

### 3.8 Single-Audit

The Grantee acknowledges that by accepting the Grant(s) it is a sub-recipient of federal financial assistance under the federal Single Audit Act of 1984, as amended (the "SAA"). The Grantee further acknowledges that to the extent it expends an aggregate of \$750,000 in federal awards (including, but not limited to the Grant(s)) in a fiscal year, it will be subject to an audit under the SAA and its implementing regulations at 2 CFR Part 200, Subpart F.

## ARTICLE IV - TERMINATION AND REMEDIES

### 4.1 Termination

- (a) *Termination by the County.* The County, in its sole and absolute discretion, may terminate this Agreement or any one or more Grant hereunder:
  - (i) if the Grantee has breached any provision of this Agreement (including without limitation reporting requirements in Schedule A hereto) or has failed to comply with any applicable state or federal law or regulation applicable to any Project and/or any Grant; or
  - (ii) if any representation or warranty made by the Grantee in any Application, this Agreement, or any certification or other supporting documentation thereunder or

hereunder shall prove to have been incorrect in any material respect at the time made.

- (b) *Notice of Termination.* The County shall provide the Grantee with written notice of termination of the this Agreement or any one or more Grants, setting forth the reason(s) for termination. The termination of this Agreement or any one or more Grants shall be effective as of the date such notice of termination is sent by the County.
- (c) *Effect of Termination.* Upon termination of this Agreement or any Grant, the Grantee shall reimburse the County for all costs and disbursements of the Grant(s) terminated on a schedule to be negotiated in good faith between the County and the Grantee, but in no event more than 60 days from the date of such termination.

#### **4.2 Term**

This Agreement shall remain in effect until one of the following events has occurred:

- (a) The Grantee and the County replace this Agreement with another written agreement;
- (b) All of the Grantee's obligations under this Agreement have been discharged, including, without limitation, any obligation to reimburse the County for disbursements of the Grant(s); or
- (c) This Agreement has been terminated pursuant to the provisions of Section 4.1 hereof.

### **ARTICLE V - MISCELLANEOUS**

#### **5.1 Notices**

All notices, requests and other communications provided for herein including, without limitation, any modifications of, or waivers, requests or consents under, this Agreement shall be given or made in writing and delivered, (i) in the case of the County, to Norfolk County, 614 High Street, Dedham, Massachusetts 02027-0310, Attention: Mr. John Cronin, County Director, and (ii) in the case of the Grantee, to the address specified in the most recent Application; or, as to either party, at such other address as shall be designated by such party in a notice to each other party. Unless otherwise provided herein, receipt of all such communications shall be deemed to have occurred when personally delivered or, in the case of a mailed notice, upon receipt, in each case given or addressed as provided for herein.

#### **5.2 No Waiver**

No failure or forbearance on the part of the County to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof nor shall any single or partial exercise by the County of any right hereunder preclude any other or further exercise thereof or the exercise of any other right. Conditions, covenants, duties and obligations contained in this Agreement may be waived only by written agreement between the parties.

#### **5.3 Governing Law**

This Agreement shall be construed under, and governed by, the laws of the Commonwealth. The Grantee agrees to bring any federal or state legal proceedings arising under this Agreement in which the

County is a party in a court of competent jurisdiction within the Commonwealth. This section shall not be construed to limit any other legal rights of the parties.

#### **5.4 Successors and Assigns**

This Agreement shall be binding upon and inure to the benefit of the Grantee and the County and their respective successors and assigns, except that the Grantee may not assign or transfer its rights or obligations hereunder without the prior written consent of the County.

#### **5.5 Complete Agreement: Waivers and Amendments**

All conditions, covenants, duties and obligations contained in the Agreement may be amended only through a written amendment signed by the Grantee and the County unless otherwise specified in this Agreement. At the date of execution hereof, one or more Applications are attached hereto as Exhibit A and made a part hereof. From time to time after the date hereof, the Grantee may apply for, and the Grantee may agree to make, additional Grants pursuant to additional Applications. In such event, such additional Applications shall be attached to and become a part of this Agreement. The parties understand and agree that this Agreement and all Applications attached hereto from time to time, which are expressly incorporated herein by reference, supersedes all other verbal and written agreements and negotiations by the parties regarding the matters contained herein.

#### **5.6 Headings**

The headings and sub-headings contained in the titling of this Agreement are intended to be used for convenience only and do not constitute part of this Agreement.

#### **5.7 Severability**

If any term, provision or condition, or any part thereof, of this Agreement shall for any reason be found or held invalid or unenforceable by any governmental agency or court of competent jurisdiction, such invalidity or unenforceability shall not affect the remainder of such term, provision or condition nor any other term, provision or condition, and this Agreement shall survive and be construed as if such invalid or unenforceable term, provision or condition had not been contained therein.

#### **5.8 Schedules, Exhibits and Attachments: Counterparts; Electronic Signature**

Each schedule, exhibit or other attachment hereto (including without limitation each Application attached (or to be attached as referenced in Section 5.5 hereof) as Exhibit A and referred to herein is an integral part of this Agreement. This Agreement may be executed in several counterparts, each of which shall be deemed to be an original. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000 and related state law) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

#### **5.9 Further Assurances**

Grantee agrees that it will, from time to time, execute, acknowledge, and deliver, or cause to be executed, acknowledged, and delivered, such further instruments as may reasonably be required for carrying out the intention or facilitating the performance of this Agreement.

**5.10 Third-Party Beneficiaries**

This Agreement is exclusively between the County and the Grantee, and does not nor is intended to create any privity of contract with any other party not a party hereto other than the Indemnified Persons, nor to imply a contract in law or fact. The County is not obligated to disburse grant funds on any contract, or otherwise, between the Grantee and any other party, nor intends to assume, at any time, direct obligations for payment for work, goods, or other performance under such contracts. The obligation to pay any amounts due under such contracts is solely the responsibility of the Grantee. Nothing herein, express or implied, is intended to, or shall confer upon, any other person any right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement between the County, the Grantee and the Indemnified Persons.

*[Remainder of page intentionally left blank; signature page follows.]*



IN WITNESS WHEREOF, the parties hereto have caused this Grant Agreement to be duly executed as of the latest date set forth below.

NORFOLK COUNTY, MASSACHUSETTS

By: \_\_\_\_\_  
Name: John Cronin  
Title: County Director

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

GRANTEE (as applicable)

TOWN OF \_\_\_\_\_, CITY OF \_\_\_\_\_,  
as Grantee as Grantee

## SCHEDULE A

### Reporting Requirements

#### Event Reporting

The following events shall be reported promptly upon the occurrence thereof (and in any event with five business days of the occurrence thereof) to the County:

- (a) The inclusion of the Grantee, or any contractor or sub-recipient related to any Grant or any Project, or any employee, officer or other official of any of the foregoing, on any state or federal listing of debarred or suspended persons, or if any of such persons are proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any state or Federal department or agency.
- (b) Any criminal or civil litigation, or credible threat of such litigation, or investigation by any governmental entity of any of the persons listed in (a) for violations of state or Federal law involving fraud, bribery, misappropriation of funds, breaches of fiduciary duty or other actions bearing on the trustworthiness, credibility or responsibility of such person.

#### On Demand Reporting

The Grantee shall provide such other reporting relating to each Grant and each Project as the County shall reasonably request from time to time.

#### Scheduled Reporting

- (a) Quarterly Reporting. The Grantee shall provide quarterly reports as of the end of each fiscal quarter. Such reports shall be delivered to the County not later than the fifteenth (15) day following the end of the each fiscal quarter (i.e. January 15, April 15, July 15 and October 15) and shall contain:
  - a. The status of each Project (not started, in process, completed)
  - b. The amount of each Grant spent on the applicable Project during the quarter;
  - c. The cumulative total amount of each Grant funds spent on the applicable Project since inception;
  - d. The amount, if any, of each Grant that has been obligated for spending on the applicable Project that have not yet been expended;
  - e. A certification that, as of such reporting date and at all times since the previous reporting date (or if none, since the date of the Grant Agreement), the Grantee is and has been in full compliance with all terms of the Grant Agreement, including, without limitation, compliance with Title VI of the Civil Rights Act and all other applicable anti-discrimination laws (or a has delivered to the County in writing a full accounting of all instances on noncompliance); and
  - f. Such other items as the County shall reasonably request related to the Grant(s) and/or the Project(s)
- (b) Close Out Reporting. The Grantee shall provide a final close-out report after the final expenditure (or return to the County) of each Grant. Such report shall be delivered to the County not later than 60 days following the quarter in which such final expenditure (or return) occurred and shall contain all such items as are reasonably requested by the County or its agents.

**EXHIBIT A**

[copies of each final, approved  
*Application (Terms and Conditions)*  
to be attached]

**IN WITNESS WHEREOF**, the parties hereto have caused this Grant Agreement to be duly executed as of the latest date set forth below.

**NORFOLK COUNTY, MASSACHUSETTS**

By:  
Name: John Cronin  
Title: County Director

Date:

GRANTEE, as applicable

October 19, 2022

Randolph Town Council  
c/o William Alexopoulos, President  
Town Hall  
41 South Main Street  
Randolph, MA 02368

**A&M Project #:** 2233-02  
**Re:** Special Permit  
31 Warren Street  
Map 55 Lots 05, 07 and 11

Dear Councilor Alexopoulos and members of the Council,

On behalf of the applicant, HarborOne Bank, Allen & Major Associates, Inc. (A&M) is pleased to submit this Special Permit application associated with the construction of a Remote Drive-Up Teller Transfer Unit and a queue area for 5 cars to be located at 31 Warren Street located within the Crawford Square Business District per Section 200-46 of the Zoning By-Law.

The applicant, HarborOne will be leasing a property located within the Randolph Village and a Drive-Up Teller is an industry standard for a level of service expected from their clientele. HarborOne's addition to the Randolph Village is a relocation from the existing branch located on Credit Union Way where it has operated for decades. The proposed project will include alteration of approximately 2,640 square foot area of the existing parking lot for the addition of a vacuum tube system, Remote Drive-Up Teller transfer Unit, and green space located within a curbed guide island. The project will be serviced by the exiting onsite private utilities consisting of electrical service, telecommunications, and water and sewer. No alterations to the existing onsite stormwater patterns will result as part of the queue construction. The plaza will remain compliant with the Randolph bylaws for adequate off-street parking for all tenants upon completion of this project and occupancy by the applicant.

Being located within the Crawford Square Business District - "Automatic Teller Machines" and "Banks and Financial Institutions" are permitted by-right within the district per section 200 Attachment 1:1 of the Zoning-By-law. "Drive through windows" require a Special Permit by Town Council (SPTC).

Application materials are herein enclosed for distribution to council members.

A component to review of the application is the understanding of traffic patterns associated with development. MassDOT last conducted a traffic volume assessment on Warren Street (MassDOT Route 28) in 2021. They report an average daily traffic count of 20,973 (10,540 northbound and 10,431 southbound). Similarly, at the intersection of Route 28 and Union Street, 2021 data counted 18,944 daily cars (9,449 eastbound and 9,493 westbound). These values are generally representative of the traffic volume that will pass by the locus site. The applicant is seeking the opportunity to capture pass-by traffic from that volume. The existing branch averages 160 transactions per day. Through empirical data and customer surveying, the average customer performs 1.7 transactions each resulting in approximately 95 customers per day. 60% of the customer base is drive-up customers, or 57 (rounded to 60 cars per day). The anticipated customer base would be less than 0.5% of the existing traffic volume with a distribution that occurs after the morning am peak hour period (7-9 am) given

the business hours of the applicant. It is A&M's opinion that this is a de minimis effect on the surrounding roadways.

The proposed application is consistent with the intent of the Crawford Business District. The site modifications provide sufficient onsite queuing to accommodate the customer base and is located in an area that is not disruptive to the existing plaza and the opportunity for continued business success.

To facilitate review of the application, enclosed please find the following:

- Aerial Locus Map
- Historic Site Locus Map
- NHESP & Wetland Locus Map
- Layout & Materials Plan (and pertinent site details)
- Check in the amount of \$1,565.90 payable to the Town of Randolph (Special Permit);

HarborOne Bank and A&M look forward to discussing this project at the next available public hearing with the Council. Please notify us to the time of the hearing for the proposed filing. A&M will provide abutter legal notices and coordinate the legal advertisement for this project once the hearing date is confirmed. Thank you for your time and consideration. If you have any questions regarding this submittal please contact me at (508) 923-1010.

Very Truly Yours,

**ALLEN & MAJOR ASSOCIATES, INC.**

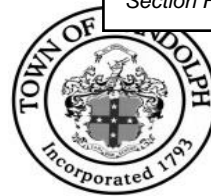


Digitally signed by Philip Cordeiro  
Date: 2022.10.21 12:35:42-04'00'

Phil Cordeiro, P.E.  
Lakeville Branch Manager

Enclosure

cc: HarborOne Bank (Applicant)  
Village Realty Associates LLC (Owner)



## RANDOLPH TOWN COUNCIL

**APPLICATION FOR A SPECIAL PERMIT**

|  |   |   |  |
|--|---|---|--|
| <b>Project Type</b>                                  | <input type="radio"/> 24 Hour Operation   |   | <input type="radio"/> Adult Entertainment    |
|  | <input type="radio"/> Drive Through Window  |   | <input type="radio"/> Crematorium            |
|  | <input type="radio"/> Wireless Communication Facility   |   | <input type="radio"/> Gravel Removal         |
|  | <input type="radio"/> Marijuana Facility  |   | <input type="radio"/> Union Crossing Project |
|  | <input checked="" type="radio"/> Other <u>Remote Drive UP teller</u>  |   |  |
| <b>Type of Request</b>                               | <input checked="" type="radio"/> Initial Application  | <input type="radio"/> Renewal                     | <input type="radio"/> Modification/Amendment |
| <b>Assessor Parcel ID</b><br><i>map-block-parcel</i> | MAP 55-BLOCK E-LOT 5  | <b>Norfolk County</b><br><b>Registry of Deeds</b> | <i>Book/Page or Cert #</i>                   |
| <b>Parcel Address</b>                                | 7-51 Warren St. Randolph MA   |   |  |
| <b>Zoning District</b>                               | Crawford Buisness District  | <b>Size of Parcel</b>                             | 3.42 Acres                                   |
| <b>Parcel Attributes</b>                             | <input type="radio"/> Wetland <input type="radio"/> Flood Plain <input type="radio"/> Wetland Resource  |   |  |
| <b>Project Description</b>                           | New remote drive-up teller to support new branch located at 19 Warren St.   |   |  |
|  | This is a relocation of the branch from Credit Union Way  |   |  |
|  |   |   |  |
|  |   |   |  |
| <b>Other permits or approvals required</b>           | <input type="radio"/> Conservation <input type="radio"/> Licensing Board <input type="radio"/> MassDOT <input type="radio"/> Stormwater <input type="radio"/> ZBA |   |  |

|                         |  |              |                        |
|-------------------------|--|--------------|------------------------|
| <b>Applicant</b>        | HarborOne Bank   |              |                        |
| <b>Contact person</b>   | David Tidwell, VP  |              |                        |
| <b>Applicant Status</b> | <input type="radio"/> Owner <input checked="" type="radio"/> Tenant <input type="radio"/> Licensee <input type="radio"/> Buyer <input type="radio"/> Other _____ |              |                        |
| <b>Address</b>          | 770 Oak St. Brockton, MA 02301   |              |                        |
| <b>Phone</b>            | 774-273-1201   | <b>Email</b> | dtidwell@harborone.com |

*\*If property owner is not the Applicant, authorization from the owner is required\**

|                       |                                |              |                          |
|-----------------------|--------------------------------|--------------|--------------------------|
| <b>Surveyor</b>       | Allen & Major Associates, INC. |              |                          |
| <b>Contact person</b> | Phil Cordeiro                  |              |                          |
| <b>Address</b>        | 10 Main Street, Lakeville, MA  |              |                          |
| <b>Phone</b>          | 508-923-1010                   | <b>Email</b> | pcordeiro@allenmajor.com |


|                       |                                |              |                          |
|-----------------------|--------------------------------|--------------|--------------------------|
| <b>Engineer</b>       | Allen & Major Associates, INC. |              |                          |
| <b>Contact person</b> | Phil Cordeiro                  |              |                          |
| <b>Address</b>        | 10 Main Street, Lakeville, MA  |              |                          |
| <b>Phone</b>          | 508-923-1010                   | <b>Email</b> | pcordeiro@allenmajor.com |

|                       |  |              |                      |
|-----------------------|--|--------------|----------------------|
| <b>Property Owner</b> | Village Realty Associates, LLC                     |              |                      |
| <b>Address</b>        | One Washington St., Suite 300, Wellesley, MA 02481 |              |                      |
| <b>Phone</b>          | 781-237-0557                                       | <b>Email</b> | jpfine@rubiconre.com |

For any application for a Special Permit, the applicant shall submit a narrative and additional documentation to support:

- That the proposed use is in harmony with the general purpose and intent of the Town's ordinances;
- That the proposed use is in an appropriate location and is not detrimental to the neighborhood and does not significantly alter the character of the zoning district;
- Adequate and appropriate facilities will be provided for the proper operation of the proposed use;
- That the proposed use would not be detrimental or offensive to the adjoining zoning districts and neighboring properties due to the effects of lighting, odors, smoke, noise, sewage, refuse materials or other visual nuisances;
- That the proposed use would not cause undue traffic congestion in the immediate area;
- Any specific requirements detailed in the Randolph Zoning Ordinances.

I hereby certify, under the pains and penalties of perjury, that the information contained in this application is true, accurate and complete to the best of my knowledge and belief. I agree to abide by the Randolph Zoning Ordinances and complete construction of the project in accordance with said ordinances, rules and any conditions of the Town Council.

  
 \_\_\_\_\_  
 Applicant

2022-10-07  
 \_\_\_\_\_  
 Date





**APPLICANT/OWNER:**

**HARBORNE BANK**  
70 OAK STREET  
BROCKTON, MA 02303

**PROJECT:**

**PROPOSED REMOTE DRIVE-UP  
TELLER TRANSFER UNIT  
RANDOLPH, MA**

|              |           |             |            |
|--------------|-----------|-------------|------------|
| PROJECT NO.  | 2233-02   | DATE:       | 10/07/2022 |
| SCALE:       | 1" = 300' | DWG. NAME:  | C2233-02   |
| DESIGNED BY: | BR        | CHECKED BY: | PLC        |

**PREPARED BY:**



**ALLEN & MAJOR  
ASSOCIATES, INC.**

civil engineering ♦ land surveying  
environmental consulting ♦ landscape architecture  
www.allenmajor.com

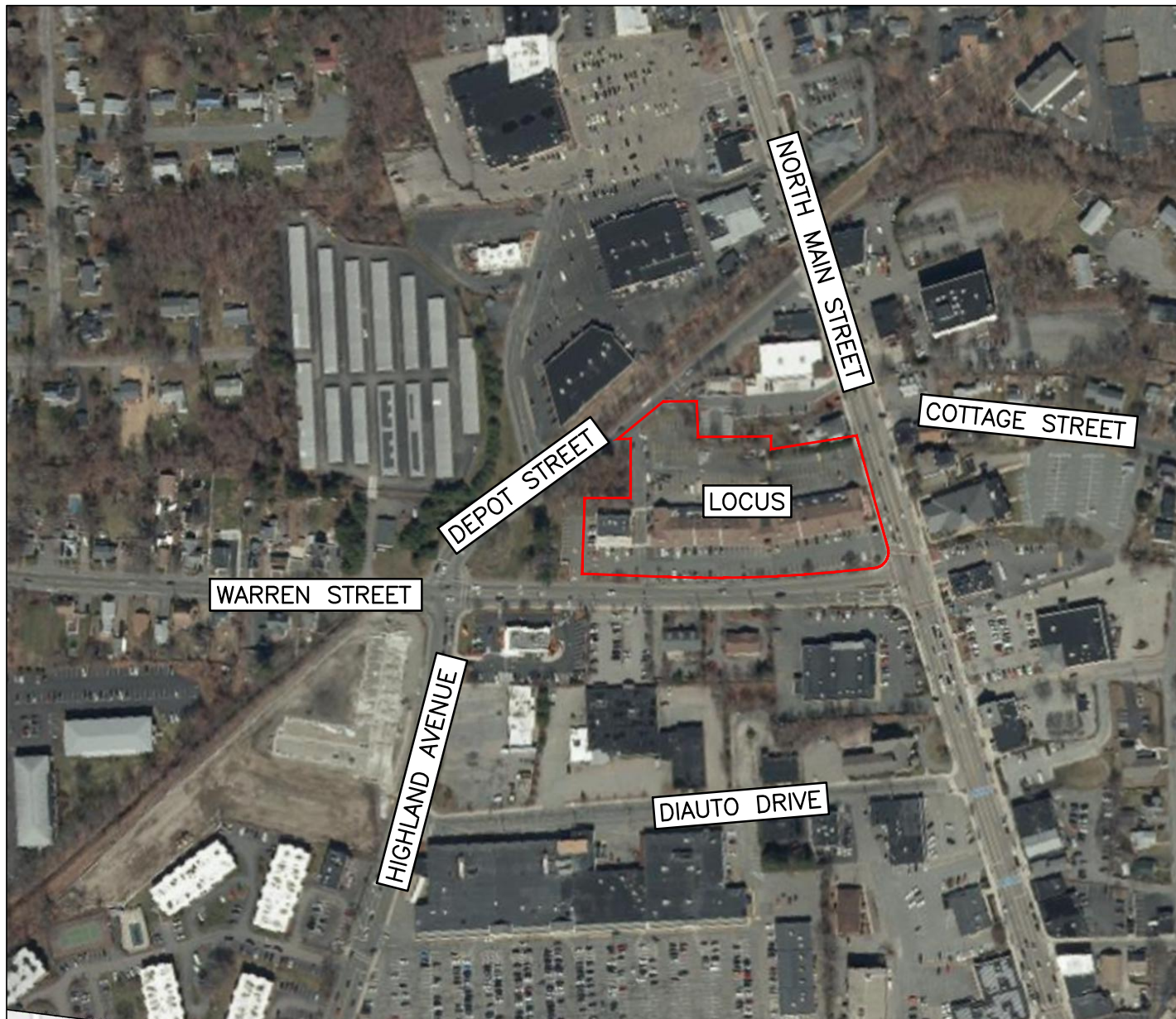
10 MAIN STREET  
LAKEVILLE, MA 02347  
TEL: (508) 923-1010  
FAX: (508) 923-6309

WOBURN, MA ♦ LAKEVILLE, MA ♦ MANCHESTER, NH

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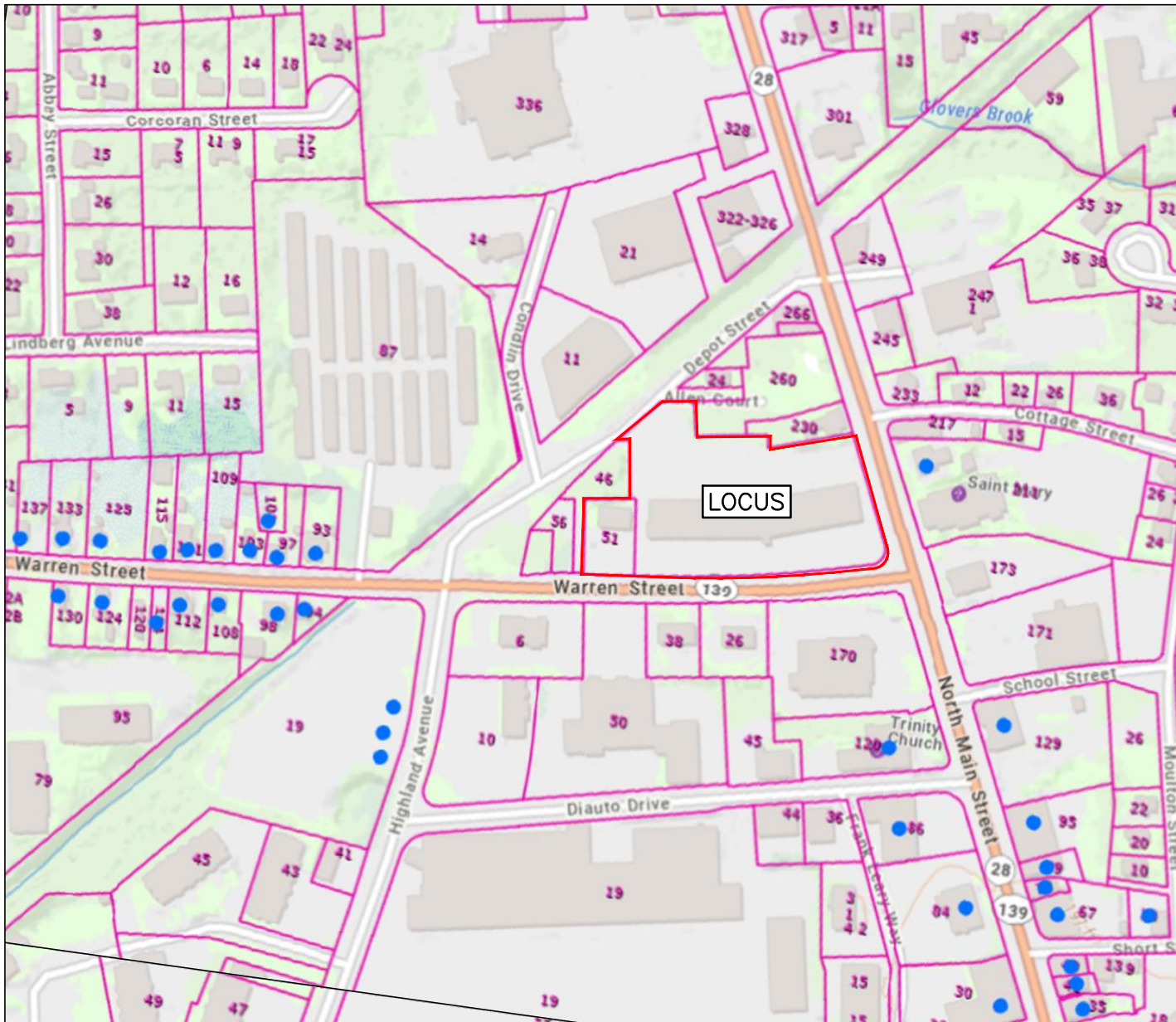
|                   |           |
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| DRAWING TITLE:    | SHEET No. |
| <b>AERIAL MAP</b> | <b>1</b>  |

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NOTE: IMAGE OBTAINED FROM MASS MAPPER ON 8/08/2022.





NOTE: IMAGE OBTAINED FROM MASS MAPPER ON 8/08/2022.



**APPLICANT/OWNER:**

**HARBORNE BANK**  
70 OAK STREET  
BROCKTON, MA 02303

**PROJECT:**

**PROPOSED REMOTE DRIVE-UP  
TELLER TRANSFER UNIT  
RANDOLPH, MA**

|              |           |             |            |
|--------------|-----------|-------------|------------|
| PROJECT NO.  | 2233-02   | DATE:       | 10/07/2022 |
| SCALE:       | 1" = 300' | DWG. NAME:  | C2233-02   |
| DESIGNED BY: | BR        | CHECKED BY: | PLC        |

**PREPARED BY:**



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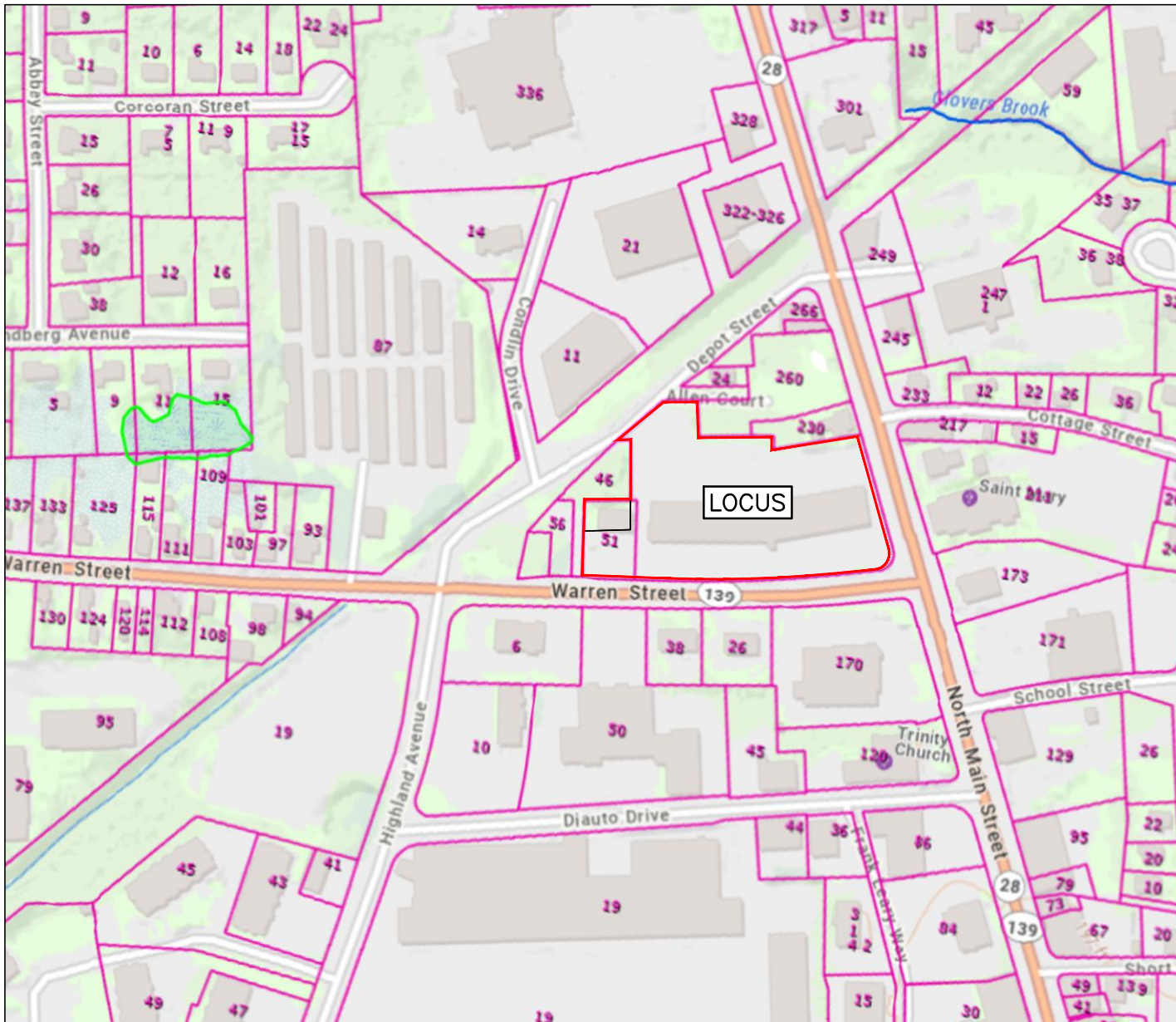
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|                          |           |
|--------------------------|-----------|
| DRAWING TITLE:           | SHEET No. |
| <b>HISTORIC SITE MAP</b> | <b>2</b>  |

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NOTE: IMAGE OBTAINED FROM MASS MAPPER ON 8/08/2022. THERE ARE NO NATURAL HERITAGE & ENDANGERED SPECIES (NHESP) WITHIN 1 MILE RADIUS OF THE SITE



**APPLICANT/OWNER:**

**HARBORONE BANK**  
70 OAK STREET  
BROCKTON, MA 02303

**PROJECT:**

**PROPOSED REMOTE DRIVE-UP  
TELLER TRANSFER UNIT  
RANDOLPH, MA**

**PROJECT NO.** 2233-02 **DATE:** 10/07/2022

**SCALE:** 1" = 300' **DWG. NAME:** C2233-02

**DESIGNED BY:** BR **CHECKED BY:** PLC

**PREPARED BY:**

**ALLEN & MAJOR ASSOCIATES, INC.**  
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**DRAWING TITLE:**

**NHESP & WETLAND MAP**

**SHEET No.**

**3**

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### ZONING SUMMARY CHART

#### CRAWFORD SQUARE BUSINESS DISTRICT (CSBD)

| ITEM                    | REQUIRED  | EXISTING | PROPOSED |
|-------------------------|-----------|----------|----------|
| MINIMUM LOT AREA        | 5000 SF   | 149,037  | 149,037  |
| MINIMUM LOT FRONTAGE    | 25'       | 787'     | 787'     |
| MINIMUM FRONT SETBACK   | 15'       | 59'      | 59'      |
| MINIMUM SIDE SETBACK    | 0'        | 30'      | 30'      |
| MINIMUM REAR SETBACK    | 15'       | 96'      | 96'      |
| BUILDING HEIGHT         | 3 STORIES | 1 STORY  | 1 STORY  |
| BUILDING COVERAGE (A)   | 60%       | 17%      | 17%      |
| IMPERVIOUS COVERAGE (B) | 30%       | 75.1%    | 74.7%    |
| OPEN SPACE              | 10%       | 7.9      | 8.3%     |
| MAXIMUM COVERAGE (A+B)  | 90%       | 98%      | 98%      |
| FRONT YARD SETBACK      | 15'       | 58.9'    | 58.9'    |
| REAR YARD SETBACK       | 15'       | 96.3'    | 96.3'    |

### PARKING & LOADING REQUIREMENTS

| PARKING USE                        | REQUIRED      | PROVIDED   |
|------------------------------------|---------------|------------|
| COMMERCIAL/BUSINESS (1 PER 200 SF) | 17,950/200=90 | 93 SPACES  |
| EATING/DRINKING (1 PER 2 SEATS)    | 164/2=82      | 100 SPACES |
| TOTAL                              | 148           | 190 SPACES |

### SIGN TABLE

| REGULATORY DESCRIPTION | SIGN | SIZE      | MOUNTING HEIGHT |
|------------------------|------|-----------|-----------------|
| R1-1                   |      | 30" x 30" | 7' - 0"         |

### LEGEND

|                         |           |
|-------------------------|-----------|
| PROP. PROPERTY LINE     | ---       |
| SIGN                    | —         |
| BUILDING                | —         |
| CURB                    | —         |
| SIDEWALK                | —         |
| TRAFFIC ARROWS          | —         |
| PARKING STRIPING        | —         |
| SETBACK LINE            | —         |
| PARKING COUNT           | ⑩         |
| CHAIN LINK FENCE        | — x — x — |
| ELEC/TELE/CABLE CONDUIT | — E-T-C — |
| SEWER LINE              | —         |
| GAS LINE                | — GAS —   |
| TRANSMISSION TUBE       | ---       |

### LEGEND

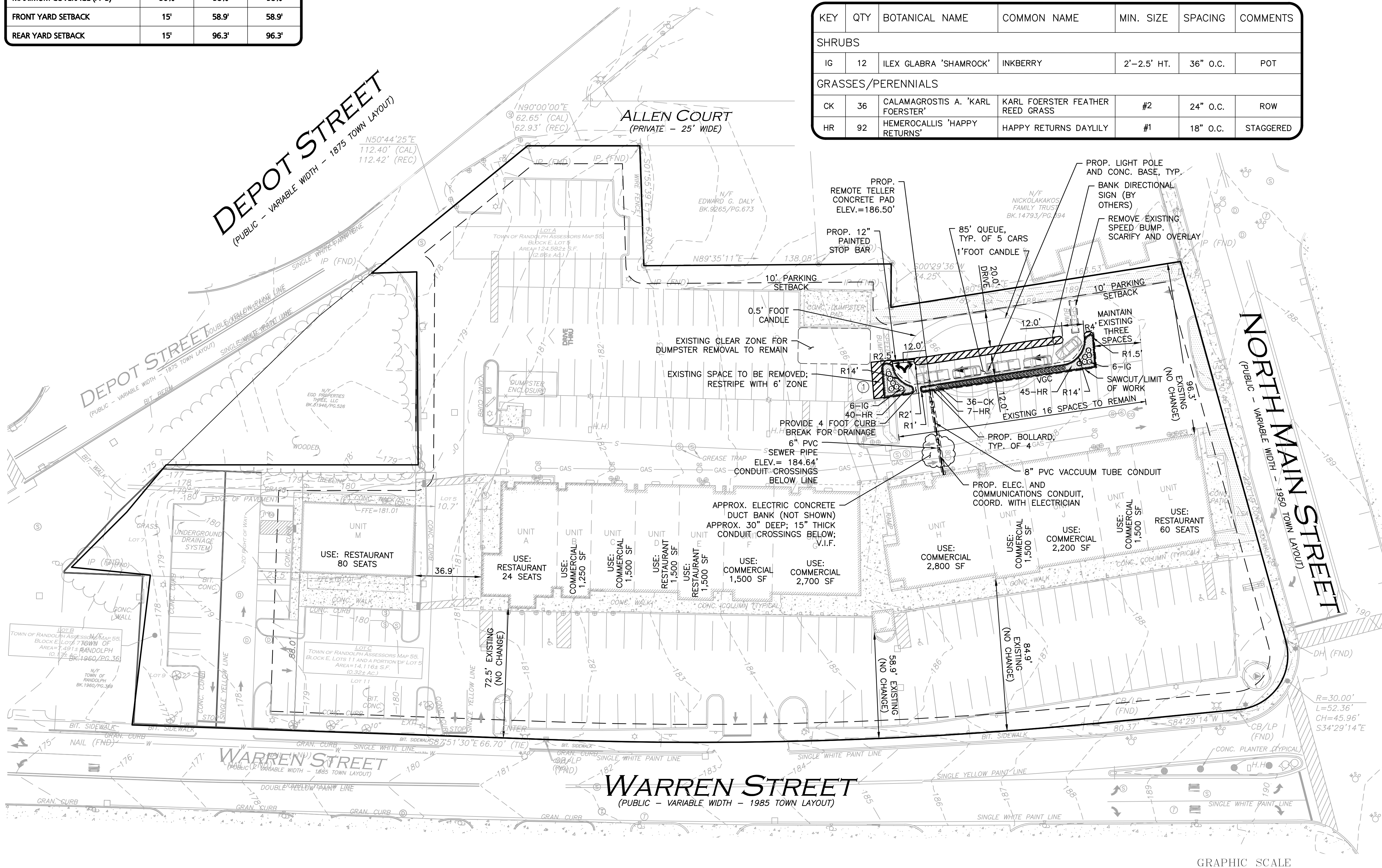
|            |   |
|------------|---|
| SHRUBS     | ⊙ |
| GRASSES    | ⊙ |
| PERENNIALS | ⊙ |

### NOTES:

1. TOPOGRAPHIC INFORMATION & EXISTING SITE FEATURES WERE OBTAINED FROM AN ACTUAL FIELD SURVEY PERFORMED BY ALLEN & MAJOR ASSOCIATES, INC. AND SHOWN ON A PLAN ENTITLED "ALTA/ACSM LAND TITLE SURVEY" PREPARED FOR RUBICON REAL ESTATE HOLDINGS DATED JUNE 12, 2015. INFORMATION SHOULD BE VERIFIED PRIOR TO CONSTRUCTION. THE SITE IS LOCATED WITHIN THE CRAWFORD SQUARE BUSINESS ZONING DISTRICT.
2. 15 STANDARD PARKING SPACES HAVE BEEN LOST WITH THE ADDITION OF THE REMOTE DRIVE-UP TELLER TRANSFER UNIT.
3. THE PLAN PRESENTS THE ADDITION OF ±495 SQUARE FEET OF GREEN SPACE.

### PLANTING SCHEDULE - SHRUBS & PERENNIALS

| KEY                | QTY | BOTANICAL NAME                   | COMMON NAME                      | MIN. SIZE   | SPACING  | COMMENTS  |
|--------------------|-----|----------------------------------|----------------------------------|-------------|----------|-----------|
| SHRUBS             |     |                                  |                                  |             |          |           |
| IG                 | 12  | ILEX GLABRA 'SHAMROCK'           | INKBERRY                         | 2'-2.5' HT. | 36" O.C. | POT       |
| GRASSES/PERENNIALS |     |                                  |                                  |             |          |           |
| CK                 | 36  | CALAMAGROSTIS A. 'KARL FOERSTER' | KARL FOERSTER FEATHER REED GRASS | #2          | 24" O.C. | ROW       |
| HR                 | 92  | HEMEROCALLIS 'HAPPY RETURNS'     | HAPPY RETURNS DAYLILY            | #1          | 18" O.C. | STAGGERED |





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## Public Notices

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7-31 WARREN ST

LEGAL NOTICE

PUBLIC NOTICE

Town of Randolph, MA

Notice of Public Hearing

The Randolph Town Council will conduct a public hearing on Monday, November 21, 2022 at 6:15 PM via Zoom on the request by applicant, HarborOne Bank for a special permit and site plan and design review to construct a Remote Drive-Up Teller Transfer Unit at 7-31 Warren Street, Randolph, MA. Project plans and additional information are available through the Randolph Town Clerk's Office during regular business hours at the offices of the Town Clerk, 41 South Main Street, Randolph, MA. The Zoom link to connect to the public hearing may be found on the Randolph website calendar, on the day of the meeting.

AD#8016632

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