



PUBLIC NOTICE POSTING REQUEST OFFICE OF THE LEICESTER TOWN CLERK

ORGANIZATION: Select Board

MEETING: X

PUBLIC HEARING:

DATE: May 20, 2019

TIME: 6:30pm

LOCATION: Town Hall, Select Board Conference Room, 3 Washburn Square, Leicester

REQUESTED BY: Kristen L. Forsberg

*Agenda packet and associated documents can be found at www.leicesterma.org/bos. This agenda lists all matters anticipated for discussion; some items may be passed over, and other items not listed may be brought up for discussion to the extent permitted by law. Select Board meetings are recorded by LCAC. Any member of the public planning to record the meeting must first notify the Chair. **PLEASE SILENCE ALL CELL PHONES DURING THE MEETING***

CALL TO ORDER/OPENING

1. SCHEDULED ITEMS

- a. 6:30pm – Library Renovation and Expansion Project Update
- b. 6:45pm – Executive Session
 - 1.) Exceptions 3 & 7 – Discuss strategy with respect to pending litigation in the case of BSI v. Town of Leicester, Civil Action No. 1885CV00985 pursuant to G.L. c. 30A, §21(a)(3) and (7) and Suffolk Construction v. DCAM, 449 Mass. 444 (2007).
 - 2.) Executive Session Minutes

2. PUBLIC COMMENT PERIOD

3. REPORTS & ANNOUNCEMENTS

- a. Student Liaison Reports
- b. Select Board Reports
- c. Proclamation – Alyssa Pupillo

4. RESIGNATIONS & APPOINTMENTS

- a. FY20 Reappointments
- b. Appointments – Special Police Officers & Constables – FY20
- c. Appointment – Department Assistant – Development & Inspectional Services

5. OTHER BUSINESS

- a. Common Victualler & General Entertainment Licenses - Joe's Drive In – 1673 Main Street
- b. Common Victualler, General Entertainment and Theatre Licenses – Leicester Drive In – 1675 Main St
- c. Senior Center Donations
- d. Parks and Rec Donation – Tarentino Memorial Fund in memory of Gordon O'Rourke
- e. PILOT Agreement - Mulberry Street Solar Project
- f. Contract – Complete Streets Grant Phase I Project Design – Howard Stein Hudson
- g. Grant Application – EEA Economic Development Study
- h. Outside Job Postings
- i. Public Safety Day
- j. Memorial School Disposition and Subcommittee Discussion
- k. Hillcrest Lease RFP

6. MINUTES

- a. May 6, 2019 & May 7, 2019

ADJOURN

Executive Session Motion

Board Member 1

I move to go into Executive Session under MGL Chapter 30A, Section 21(a) under

Exceptions 3 & 7 – Discuss strategy with respect to pending litigation in the case of BSI v. Town of Leicester, Civil Action No. 1885CV00985 pursuant to G.L. c. 30A, §21(a)(3) and (7) and Suffolk Construction v. DCAM, 449 Mass. 444 (2007).

The Board will reconvene in open session at the conclusion of Executive Session.

Board Member 2

Second

Chairperson

To discuss these matters in open session would compromise the position of the Town, the Chair so declares.

VOTE BY ROLL CALL

Town of Leicester

Roster All Boards and Commissions-Appointed

Appointing Authority: **Select Board**

Date Printed: May 16, 2019

AGENTS TO SELECT BOARD

	Position	Status	Start Date	Term End
Kenneth Antanavica	Employee	Appointed	7/9/2018	6/30/2019
Paul Doray	Employee	Appointed	7/9/2018	6/30/2019
Michael Fontaine	Employee	Appointed	7/9/2018	6/30/2019
Craig Guertin	Employee	Appointed	7/9/2018	6/30/2019
Alexander Samia	Employee	Appointed	7/9/2018	6/30/2019

AGRICULTURAL COMMISSION

	Position	Status	Start Date	Term End
Kim L Miczek	Vice-Chair	Appointed	7/1/2016	6/30/2019
Suzanne Sears	Alternate	Appointed	7/1/2016	6/30/2019

ANIMAL CONTROL OFFICER

	Position	Status	Start Date	Term End
Patricia Dykas	Acting	Appointed	7/1/2018	6/30/2019

ANIMAL INSPECTOR

	Position	Status	Start Date	Term End
Janet King	Employee	Appointed	7/1/2018	6/30/2019

BANDSTAND COMMITTEE

	Position	Status	Start Date	Term End
Paul A Fontaine		Appointed	7/1/2016	6/30/2019
Judith C Ivel	Chair	Appointed	7/1/2016	6/30/2019

BURNCOAT POND WATERSHED DISTRICT

	Position	Status	Start Date	Term End
Douglas A Belanger	Member	Appointed	7/1/2018	6/30/2019

BY-LAW COMMITTEE

	Position	Status	Start Date	Term End
Robert A Alves		Appointed	7/1/2016	6/30/2019
Marjorie A Cooper		Appointed	7/1/2016	6/30/2019

CODE INSPECTION SERVICES

	Position	Status	Start Date	Term End
Casey Burlingame	Employee	Appointed	7/1/2018	6/30/2019
John P Dolen	Employee	Appointed	7/1/2018	6/30/2019
Dennis P Griffin	Employee	Appointed	7/1/2018	6/30/2019
Dennis Harney	Employee	Appointed	7/1/2018	6/30/2019
John Markley	Employee	Appointed	7/1/2018	6/30/2019
Matthew McCue	Employee	Appointed	7/1/2018	6/30/2019
Jeff Taylor	Employee	Appointed	7/1/2018	6/30/2019
Ronald Valinski, Jr.	Employee	Appointed	7/1/2018	6/30/2019
John P Zachariewicz	Employee	Appointed	1/7/2019	6/30/2019

CONSERVATION COMMISSION

	Position	Status	Start Date	Term End
James A Cooper		Appointed	7/1/2016	6/30/2019
JoAnn Schold		Appointed	7/1/2016	6/30/2019

CONSTABLES

	Position	Status	Start Date	Term End
Kenneth Antanavica	Employee	Appointed	7/9/2018	6/30/2019
Paul Doray	Employee	Appointed	7/9/2018	6/30/2019
Michael Fontaine	Employee	Appointed	7/9/2018	6/30/2019
Craig Guertin	Employee	Appointed	7/9/2018	6/30/2019
Elizabeth A Henry	Acting	Appointed	7/9/2018	6/30/2019
Gregory J Kemp	Acting	Appointed	7/9/2018	6/30/2019
Alexander Samia	Employee	Appointed	7/9/2018	6/30/2019

COUNCIL ON AGING

	Position	Status	Start Date	Term End
Joanne C Rose		Appointed	7/1/2016	6/30/2019
Jane S Todd		Appointed	7/1/2016	6/30/2019
Ann Marie Walsh-Pierozzi		Appointed	7/1/2016	6/30/2019

ECONOMIC DEVELOPMENT COMMITTEE

	Position	Status	Start Date	Term End
Alaa Malek Abusalah	Chair	Appointed	7/1/2018	6/30/2019
Leona R Anderson	Member	Appointed	7/1/2018	6/30/2019
Harry R Brooks	Member	Appointed	7/1/2018	6/30/2019
Erin M Jansky	Member	Appointed	7/1/2018	6/30/2019
Erik Duane Lerdal	Member	Appointed	7/1/2018	6/30/2019
Adam J Menard	Member	Appointed	7/1/2018	6/30/2019
Sarah K Miller	Alternate	Appointed	7/1/2018	6/30/2019
Dianna Provencher	Member	Appointed	7/1/2018	6/30/2019
Sarah Taylor	Member	Appointed	7/1/2018	6/30/2019

EMERGENCY MEDICAL SERVICES

	Position	Status	Start Date	Term End
Michael A Franklin	Employee	Appointed	7/1/2018	6/30/2019
Robert F Wilson	Employee	Appointed	7/1/2018	6/30/2019

EMERGENCY PLANNING COMMITTEE

	Position	Status	Start Date	Term End
Alissa Errede	Member	Appointed	7/1/2018	6/30/2019
David Genereux	Employee	Appointed	7/1/2018	6/30/2019
Dennis P Griffin	Employee	Appointed	7/1/2018	6/30/2019
Craig Guertin	Employee	Appointed	7/1/2018	6/30/2019
Christopher M Montiverdi	Member	Appointed	7/1/2018	6/30/2019
Art Paquette	Member	Appointed	7/1/2018	6/30/2019
Stephen R Parretti	Member	Appointed	7/1/2018	6/30/2019
Dianna Provencher	Member	Appointed	7/1/2018	6/30/2019
Vacancy	Member	Vacant	7/1/2018	6/30/2019
David White	Member	Appointed	7/1/2018	6/30/2019
Robert F Wilson	Employee	Appointed	7/1/2018	6/30/2019
Sandra M Wilson	Member	Appointed	7/1/2018	6/30/2019

HEALTH INSURANCE ADVISORY COMMITTEE

	Position	Status	Start Date	Term End
Elizabeth A Cooper	Employee	Appointed	7/1/2018	6/30/2019
David Genereux		Ex-Officio		6/30/2019
Suzanne C Hall	Employee	Appointed	7/1/2018	6/30/2019
Joanne Hovagimian	Employee	Appointed	7/1/2018	6/30/2019
Judith C Ivel	Employee	Appointed	7/1/2018	6/30/2019
Brian M Knott	Employee	Appointed	7/1/2018	6/30/2019
Diane L Moffat	Employee	Appointed	7/1/2018	6/30/2019
Derrick Ruth	Member	Appointed	5/6/2019	6/30/2019
Kelley Southwick	Employee	Appointed	7/1/2018	6/30/2019
Marilyn Tencza		Ex-Officio		6/30/2019

HISTORICAL COMMISSION

	Position	Status	Start Date	Term End
Jason D Grimshaw		Appointed	7/1/2016	6/30/2019
J. Donald Lennerton, Jr.		Appointed	7/1/2016	6/30/2019

KEEP LEICESTER GREEN COMMITTEE

	Position	Status	Start Date	Term End
Dennis P Griffin	Employee	Appointed	7/1/2018	6/30/2019
Janice M Parke	Member	Appointed	7/1/2018	6/30/2019
Judith A VanHook	Member	Appointed	7/1/2018	6/30/2019
Glenda Williamson	Member	Appointed	7/1/2018	6/30/2019

MBTA ADVISORY BOARD

	Position	Status	Start Date	Term End
Brian P Green		Appointed	7/1/2018	6/30/2019
Sandra M Wilson		Appointed	7/1/2018	6/30/2019

MEMORIAL DAY COMMITTEE

	Position	Status	Start Date	Term End
Thomas Brennan	Member	Appointed	5/6/2019	6/30/2019
Jon Clark	Member	Appointed	7/1/2018	6/30/2019
William C Hawes	Member	Appointed	7/1/2018	6/30/2019
J. Donald Lennerton, Jr.	Member	Appointed	7/1/2018	6/30/2019
Mark B McCue	Member	Appointed	7/1/2018	6/30/2019
Patrick M McKeon	Member	Appointed	7/1/2018	6/30/2019
Bruce W Swett	Chair	Appointed	7/1/2018	6/30/2019

PARKING & TICKETS HEARING OFFICER

	Position	Status	Start Date	Term End
Theodore P Antanavica	Acting	Appointed	7/1/2018	6/30/2019

PARKS & RECREATION COMMITTEE

	Position	Status	Start Date	Term End
Paul C Davis	Member	Appointed	7/1/2018	6/30/2019
Jessica Margadonna	Member	Appointed	11/19/2018	6/30/2019
Leonard G Margadonna	Member	Appointed	7/1/2018	6/30/2019
Patrick J McKay	Chair	Appointed	7/1/2018	6/30/2019
Nancy Ortiz	Member	Appointed	7/1/2018	6/30/2019
Joanne Peterson-Bernier	Member	Appointed	7/1/2018	6/30/2019
Robert P Pingeton	Member	Appointed	7/1/2018	6/30/2019

POLICE OFFICERS (SPECIAL)

	Position	Status	Start Date	Term End
John Bolduc, Jr.	Acting	Appointed	7/9/2018	6/30/2019
Joe Bonczek	Acting	Appointed	7/9/2018	6/30/2019
David J. Bousquet	Acting	Appointed	7/9/2018	6/30/2019
Noellen Bousquet	Acting	Appointed	7/9/2018	6/30/2019
Robert Bousquet	Acting	Appointed	7/9/2018	6/30/2019
Anthony Consiglio	Acting	Appointed	7/9/2018	6/30/2019
Joseph Fontaine	Acting	Appointed	7/9/2018	6/30/2019
Gregory Gaumond	Acting	Appointed	7/9/2018	6/30/2019
Brian F Gould	Acting	Appointed	7/9/2018	6/30/2019
Thomas Harrison	Acting	Appointed	7/9/2018	6/30/2019
Laura Laliberte	Employee	Appointed	8/27/2018	6/30/2019
J. Donald Lennerton, Jr.	Acting	Appointed	7/9/2018	6/30/2019
Joshua Levesque	Acting	Appointed	7/9/2018	6/30/2019
Richard Menard, III	Acting	Appointed	7/9/2018	6/30/2019
Curtis Sampson	Acting	Appointed	7/9/2018	6/30/2019
Anthony Simo	Acting	Appointed	7/9/2018	6/30/2019
Richard J Spaulding, III	Acting	Appointed	7/9/2018	6/30/2019
Jeffrey Tebo	Acting	Re-Appointed	7/10/2018	6/30/2019
Steve Zecco		Appointed	5/2/2019	6/30/2019

RECYCLING COMMITTEE

	Position	Status	Start Date	Term End
David A Benoit		Appointed	7/1/2018	6/30/2019
Rebecca Benoit		Appointed	7/1/2018	6/30/2019
James T Buckley		Appointed	7/1/2018	6/30/2019
Fran Conley		Appointed	7/1/2018	6/30/2019
Peggy J Conley		Appointed	7/1/2018	6/30/2019
Sherice Rose Conley		Appointed	7/1/2018	6/30/2019
Arthur F Croteau, Jr.		Appointed	7/1/2018	6/30/2019
Patricia Daige-Langlois		Appointed	7/1/2018	6/30/2019
Robin A Granville		Appointed	7/1/2018	6/30/2019
Vaughn N Hathaway		Appointed	7/1/2018	6/30/2019
Ruth L Kaminski	Chair	Appointed	7/1/2018	6/30/2019
Barbara E Knox		Appointed	7/1/2018	6/30/2019
John Marengo		Appointed	7/1/2018	6/30/2019
Charlotte Meyers		Appointed	7/1/2018	6/30/2019
Patricia A Meyers		Appointed	7/1/2018	6/30/2019
Stephen F Monahan		Appointed	7/1/2018	6/30/2019
Travis Mondor		Appointed	7/1/2018	6/30/2019
Mary E Moore		Appointed	7/1/2018	6/30/2019
Marybeth Nadeau		Appointed	7/1/2018	6/30/2019
Sharon J Nist		Appointed	7/1/2018	6/30/2019
David C Parke		Appointed	7/1/2018	6/30/2019
Janice M Parke		Appointed	7/1/2018	6/30/2019
Kurt Parliament		Appointed	7/1/2018	6/30/2019
Paul A Ravina		Appointed	7/1/2018	6/30/2019
Joseph J Richardson		Appointed	7/1/2018	6/30/2019
Lori Rocheleau		Appointed	7/1/2018	6/30/2019
Raymond N Ronander		Appointed	7/1/2018	6/30/2019
Suzanne Sears		Appointed	7/1/2018	6/30/2019
Karen A Sheldon		Appointed	7/1/2018	6/30/2019
James Souza		Appointed	7/1/2018	6/30/2019

Appointing Authority: Select Board

Date Printed: May 16, 2019

Gregory Stephanos	Appointed	7/1/2018	6/30/2019
Judith A VanHook	Appointed	7/1/2018	6/30/2019
Brian P Whitney	Appointed	7/1/2018	6/30/2019
Maureen A Whitney	Appointed	7/1/2018	6/30/2019
Carl E Wicklund, Jr.	Appointed	7/1/2018	6/30/2019
Cheryl Wilson	Appointed	7/1/2018	6/30/2019
Charles R Wisniewski	Appointed	7/1/2018	6/30/2019

RIGHT -TO-KNOW OFFICER

	Position	Status	Start Date	Term End
David Genereux	Employee	Appointed	7/1/2018	6/30/2019

ROAD CONVERSION COMMITTEE

	Position	Status	Start Date	Term End
Nicholas Casello	Member	Re-Appointed	7/1/2018	6/30/2019
Dennis P Griffin	Employee	Appointed	7/1/2018	6/30/2019
Dianna Provencher	Member	Appointed	7/1/2018	6/30/2019

TOWN COUNSEL

	Position	Status	Start Date	Term End
Petrini & Associates	Acting	Appointed	7/1/2018	6/30/2019

WORCESTER COUNTY SELECTMEN'S ASSOCIATION

	Position	Status	Start Date	Term End
Brian P Green	Member	Appointed	7/1/2018	6/30/2019
Dianna Provencher	Chair	Appointed	7/1/2018	6/30/2019

ZONING BOARD OF APPEALS-ALTERNATES

	Position	Status	Start Date	Term End
Richard D Johnston	Alternate	Appointed	7/1/2016	6/30/2019

FY'19 Board of Selectmen Appointments to Town Committees

<u>Committee</u>	<u>Appointee</u>
Capital Planning Improvement Committee	Brooks
CMRPC	Green
Commission on Disabilities	Brooks
Economic Development Committee	Provencher & Brooks
Local Emergency Planning Committee	Wilson
MBTA Advisory	Green & Wilson
Road Conversion Committee	Provencher
School Facilities Capital Committee	Brooks & Antanavica
Worcester Airport Advisory	Belanger & Provencher
Worcester County Selectmen's Association	Provencher & Green
WRTA	Belanger

**Appointments to Voting Positions on Town Committees; requires BOS vote*

FY'19 Board of Selectmen Liaison Assignments– External Groups

Group/Organization

Becker College

Burncoat Water District

Cedar Meadow District

Little League

Waite Pond Association

Water & Sewer Districts

Appointee

Provencher

Belanger & Green

Provencher

Antanavica

Green

Wilson & Antanavica

**Assignments are at the discretion of the Chair*

FY'19 Board of Selectmen Liaison Assignments– Internal Groups

<u><i>Group/Organization</i></u>	<u><i>Appointee</i></u>
Animal Control Office	Green
Board of Health	Brooks & Wilson
Burncoat Park Planning Committee	Provencher & Brooks
Conservation Commission	Green & Antanavica
EMS/Fire Departments	Provencher & Antanavica
Finance Advisory Board	Wilson & Antanavica
Highway Department	Green & Provencher
Historical Commission	Provencher & Wilson
Moose Hill Water Commission	Antanavica & Green
Parks & Recreation	Brooks & Green
Police Department	Brooks & Provencher
Recycling Committee	Wilson & Antanavica
School Department	Brooks & Antanavica
Senior Center/COA	Provencher & Wilson
Zoning Board of Appeals	Green & Wilson

**Assignments are at the discretion of the Chair*



Leicester Police Department
90 South Main Street
Leicester, MA 01524



www.leicesterpd.org

Chief
Kenneth M. Antanavica
antanavica@leicesterpd.org

Emergency: 911
Non Emergency: 508-892-7009
Non Emergency: 508-892-7010
Fax: 508-892-7012

May 3, 2019

To: Mr. David Genereux
Town Administrator

Select Board
Town of Leicester

From: Kenneth Antanavica
Chief of Police

Re: Special Police Officer Appointments/Re-appointments:

The LPD is requesting the following Special Police Officers for re-appointment:

- | | |
|-----------------------------|------------------------|
| 1. Steven Zecco | 11. Richard Menard III |
| 2. Jeffrey Tebo | 12. Joseph Bonczek |
| 3. Joseph Fontaine | 13. Gregory Gaumond |
| 4. Joseph (Donny) Lennerton | 14. John Bolduc Jr. |
| 5. Brian Gould | 15. Anthony Simo |
| 6. Richard Spaulding III | 16. Anthony Consiglio |
| 7. Michael Kemp | 17. Joshua Levesque |
| 8. Laura Laliberte | 18. Robert Bousquet |
| 9. Curtis Sampson | 19. Robert Chabot |
| 10. David Bousquet | |

This list includes the Becker Police Officers.

Respectfully requested,

Kenneth Antanavica
Chief of Police

Appoint Constables for FY2020

Recommend appointment of the following individuals as Constables for FY2020:

1. Chief Kenneth Antanavica
2. Lieutenant Paul Doray
3. Sergeant Craig Guertin
4. Sergeant Alexander Samia
5. Sergeant Michael Fontaine



Town of Leicester

APPLICATION FOR GENERAL LICENSES

Applicant Information

Applicant Name Maria Joseph Applicant Phone (508) 892-1900
Applicant Email info@joesdrivein.net

Business Information

Type of Business Fast Food Restaurant
Business Name Joe's Drive In Restaurant LLC
Corporation Name (if applicable) Same
Business Address 1673 Main St, Leicester
Mailing Address (if different) P.O. Box 291, Leicester
Business Phone (508) 892-1900 Business Email info@joesdrivein.net

License(s) Applying For (check all that apply)

☒ Common Victualler (\$35) ☐ Games (\$35 per game)
☐ General Entertainment (\$50) ☐ Junk Dealer (\$40)
☐ Sunday Entertainment (\$125 Town; \$100 State) ☐ Theatre (\$200)
☐ Outdoor Business (\$35) ☐ Auctioneer (\$50)
☐ Temporary Business (\$100/3 days; \$25/per extra day)

I certify, under the penalties of perjury, that I, to my best knowledge and belief, have filed all state tax returns and paid all state taxes required under law.

Maria Joseph [Signature]
Name of Applicant Signature of Applicant

82-2054339 President
Social Security or FIN Name & Title of Corporate Officer (if applicable)

**Nonprofit groups from Leicester may request the Board of Selectmen waive fees at hearing
**Yard sales are allowed by right in Leicester; no permit is required*



Town of Leicester RENEWAL APPLICATION GENERAL LICENSES

Applicant Information

Applicant Name MARILYN JOSEPH Applicant Phone _____

Applicant Email _____

Business Information

Type of Business DRIVE IN THEATRE

Business Name LEICESTER DRIVE IN THEATRE

Corporation Name (if applicable) _____

Business Address 1675 MAIN ST.

Mailing Address (if different) LEICESTER, MASS. 01524

Business Phone 508 892 4400 Business Email _____

License(s) Renewing (check all that apply)

☒ Common Victualler (\$35)

_____ Games (\$35 per game) # _____

☒ General Entertainment (\$50)

_____ Junk Dealer (\$40)

_____ Sunday Entertainment (\$125 Town; \$100 State **separate check**
made out to Commonwealth of Mass)

☒ Theatre (\$200)

_____ Outdoor Business (\$35)

_____ Auctioneer (\$50)

_____ Temporary Business (\$100/3 days; \$25/per extra day)

_____ BYOB (\$75)

I certify, under the penalties of perjury, that I, to my best knowledge and belief, have filed all state tax returns and paid all state taxes required under law.

Marilyn Joseph
Name of Applicant

MARILYN JOSEPH
Signature of Applicant

Social Security or FIN

Name & Title of Corporate Officer (if applicable)

RECEIVED APR 22 2019

Senior Center Donations

Recommend accepting the following donations made to the Senior Center:

- Frank Buffone, Jr. - \$100
- Leicester Lions Club - \$300
- Lodianne Richard and Family - \$60

Total to be deposited: \$460



TOWN OF LEICESTER

Council on Aging

40 Winslow Avenue • LEICESTER, MASSACHUSETTS 01524-1113

TELEPHONE: (508) 892-7016 • FAX: (508) 892-7506

Rachelle S. Cloutier, M.Ed.

Director of Elder Affairs

May 3, 2019

Frank Buffone, Jr.

Dear Frank:

Thank you so very much for your donation of **\$100** to our senior center. This money will help us with our upcoming prom. We are now in our third year of this special event. It is one of those treasured times for our seniors to reminisce, enjoy an evening of good food, song and dance. This year our Parlez Vous Francais class including their teacher Monsieu Covert will be joining us.

We hope you can make it to this special event on May 10 at 6:00 when a delicious pasta meal will be served by Harry Brooks.

Again, thank you.

Rachelle S. Cloutier, M.Ed.
Director of Elder Affairs



TOWN OF LEICESTER

Council on Aging

40 Winslow Avenue • LEICESTER, MASSACHUSETTS 01524-1113

TELEPHONE: (508) 892-7016 • FAX: (508) 892-7506

Rachelle S. Cloutier, M.Ed.

Director of Elder Affairs

May 9, 2019

Mr. Charles Sawa
Mr. Fred Swan.
Leicester Lions Club
Charity Account
PO Box 307
Leicester, MA 01524

Dear Lions Club Members and Mr. Sawa and Swan:

Thank you so very much for your generous donation of **\$300** to our senior center. This money will help us with our upcoming programs.

This was very thoughtful of the Leicester Lions Club. Again Thank You.

Rachelle S. Cloutier, M.Ed.
Director of Elder Affairs

Cc: Town Administrator and Board of Selectmen



TOWN OF LEICESTER

Council on Aging

40 Winslow Avenue • LEICESTER, MASSACHUSETTS 01524-1113

TELEPHONE: (508) 892-7016 • FAX: (508) 892-7506

Rachelle S. Cloutier, M.Ed.

Director of Elder Affairs

May 9, 2019

Mrs. Lodianne Richard and Family

Dear Lody:

Thank you so very much for your generous donation of **\$60** to our senior center. This money will help us with our prom expenses.

This was very thoughtful of you and your family. Again Thank You.

Rachelle S. Cloutier, M.Ed.

Director of Elder Affairs

Cc: Town Administrator and Board of Selectmen

To Whom it may concern,

\$20.00

Please accept this
donation in respect of
Gordon O'Rourke.

Kind regards,

The Young
Family
(Shannon, Ireland)

**AGREEMENT FOR PAYMENT IN LIEU OF REAL AND PERSONAL PROPERTY TAXES
UNDER M.G.L. c. 59, § 38H(b)**

THIS AGREEMENT FOR PAYMENT IN LIEU OF REAL AND PERSONAL PROPERTY TAXES UNDER M.G.L. c. 59, § 38H(b) (this "Agreement") is made and entered into as of _____, 2019 by and between **Syncarpha Leicester, LLC**, ("Developer") and the **TOWN OF LEICESTER**, a municipal corporation duly established by law and located in Worcester County, Commonwealth of Massachusetts (the "Town"). Developer and the Town may also be referred to collectively as the "Parties" and individually as a "Party."

WHEREAS, Developer plans to build, own and operate a solar photovoltaic facility, anticipated to have an estimated nameplate capacity of approximately 3.892 megawatts ("MW"), direct current ("DC"), and 2.60 MW, alternating current ("AC"), (such facility, as further defined below, the "Project"), in accordance with a Lease by Developer of a portion of the aggregate 27.6+/- acres situated on Parcel 14A4.20, Parcel 14A4.30, and Parcel 14A40 (the "Property"), owned by Mulberry Street Realty, LLC ("Property Owner") (the portion of the Property leased by Developer from Property Owner is described in further detail on Exhibit A attached hereto);

WHEREAS, it is the intention of the Parties that Developer make annual payments to the Town for the term of this Agreement in lieu of real and personal property taxes for the Project in accordance with G.L. c.59, §38H(b), and any and all applicable regulations promulgated pursuant thereto; and

WHEREAS, except as provided herein, the Parties intend that, during the term of the Agreement, Developer will not be assessed for real and personal property taxes for the Project, and this Agreement will provide for the exclusive payments in lieu of such taxes during the term hereof.

NOW THEREFORE, in exchange for the mutual commitments and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. Payment in Lieu of Real and Personal Property Taxes. Developer agrees to make annual payments to the Town in lieu of real and personal property taxes attributable to the Project for a period of twenty (20) consecutive fiscal years (July 1-June 30). Each annual payment will be in the amount of \$15,000 per MW (DC). Assuming a Project nameplate capacity of 3.892 MW (DC) and 2.60 MW (AC), annual payments shall be as set forth in Exhibit B (each, an "Annual Payment"),

which are subject to adjustment under Paragraph 2 for changes in such capacity. Each Annual Payment will be paid on a fiscal year basis in four (4) equal (or, in the Town's reasonable discretion, in order to conform payments to the Board of Assessor's valuation of the Project, slightly unequal) quarterly installments, each of which shall be due on or before August 1, November 1, February 1, and May 1 (each a "Quarterly Payment Date") of each fiscal year. Each quarterly payment amount and due date will be noted on a tax bill to be issued by the Town to the Developer, provided that any failure of the Town to issue such a bill shall not relieve Developer of its obligation to make timely payments hereunder, and provided further that if no bill is issued, Developer shall be in compliance with its payment obligations if it makes all quarterly installments (for which no bill has been issued by the Town) in equal installments by the dates aforesaid.

Annual Payments shall commence (the "Commencement Date") on the date on which the Project has received written notice from the utility authorizing Developer to activate and operate the Project. Within thirty (30) business days of receiving such notice, Developer shall so notify the Town in writing. The last payment under this Agreement shall occur on 20th anniversary of the Commencement Date, unless this Agreement is terminated sooner in accordance with its terms.

Other than as provided in Paragraph 2, Developer agrees that the Annual Payments will not be reduced for any reason (including without limitation on account of a depreciation factor, revaluation or reduction in the Town's tax rate, or legislative action fixing or otherwise setting taxes or payments in lieu thereof for photovoltaic solar facilities), and the Town agrees that the Annual Payments will not be increased (including without limitation on account of an inflation factor, revaluation or increase in the Town's tax rate or assessment percentage beyond that anticipated by the Parties).

Developer hereby waives, during the term of this Agreement, any rights it may have otherwise had in the absence of this Agreement to seek, for any reason and in any forum, an abatement or reduction of real and personal property taxes assessed for the Project, and therefore, hereby waives any such rights with respect to any payments in lieu of real and personal property taxes assessed in accordance with the provisions of this Agreement.

2. Adjustments to Annual Payments. Adjustments to Annual Payments shall be made, if at all, only in accordance with this Paragraph 2.

- a. DC Nameplate Capacity Changes. If, as of the date Developer receives from the local electric utility authorization to interconnect and commence operations of the Project (the "Commercial Operations Date"), the installed DC nameplate capacity of the Project (the "DC Capacity") is more or less than the DC Capacity set forth above, the Annual Payments reflected in Exhibit B shall be increased (if more) or decreased (if less) by the unit price

described in Exhibit B. If after the Commercial Operations Date, as a result of the addition, replacement or enhancement of Project equipment, improvements or other property, the DC Capacity is increased, the Annual Payments shall be increased for each KW increase in DC Capacity.

- b. Notice of Commercial Operations Date and Changes in Capacity. Within fourteen (14) days following the Commercial Operations Date, Developer shall provide written notice to the Town certifying such date and the DC Capacity and AC Capacity of the Project as installed as of that date. Within fourteen (14) days of the addition, replacement, or enhancement of Project equipment, improvements or other property resulting in a change in either (or both) AC Capacity or DC Capacity, Developer shall provide written notice to the Town describing, in reasonable detail, the equipment, improvements or other property added, replaced, or enhanced; the resulting change in AC/DC Capacity; and a proposed adjustment to Annual Payments in accordance with Paragraph 2.

3. Inventory. Attached to this Agreement as Exhibit C is a preliminary, itemized inventory prepared by Developer (the "Inventory") of the improvements, equipment and other property anticipated to be incorporated in the Project, along with the estimated nameplate capacity (DC and AC) of the Project and estimated annual production of electricity (in kilowatt hours) to be generated by the Project. Only property necessary or incidental to the production of electricity shall be included in the Project. Notwithstanding anything to the contrary in this Agreement, the Project, and thus the Annual Payments hereunder, shall not include (i) buildings or, (ii) excluding the Project and the Inventory, fixtures and improvements constituting "Real Property," as defined in M.G.L. c. 59, §2A(a).

Within sixty (60) days after the Project is installed, Developer shall notify the Town in writing that the installation is complete. Within thirty (30) days after the Commercial Operations Date, Developer shall propose an updated Inventory if different from the Inventory in Exhibit C. Within thirty (30) days after the Town's receipt of such notification, the Parties will agree on an updated Inventory. In the event the Parties are unable so to agree in such 30-day period, the Town shall, at its sole election, reasonably determine the updated Inventory, or assess taxes for such portions of the Project that are not included in the Inventory in Exhibit C as if this Agreement did not exist. Developer will update the Inventory annually as of January 1 of each year, and an updated written Inventory, referred to as an Annual Inventory Update, will be provided to the Town on or before February 1 of each year. The Town, its officers, employees, consultants, agents and attorneys will have the right periodically, during normal business hours and upon reasonable advance notice to Developer, to inspect the Project and review documents in possession of Developer that relate to the

Project and the Inventory to verify the Inventory and Developer's compliance with this Agreement.

In addition, the Developer shall, upon signing this Agreement, provide the Town with a copy of Developer's interconnection application filed with the local electric utility (or if such application has not been filed, within fourteen (14) days after it is filed), and a copy of its interconnection agreement with such utility within fourteen (14) days after it has been signed by the utility and Developer. Developer shall also provide the Town any future amendments to such application or interconnection agreement within fourteen (14) days after the amendments to the application are filed by the Developer and the amendments to the interconnection agreement are signed by the utility and Developer.

4. Payment Collection. In addition to such rights and remedies available in this Agreement, all statutory rights and remedies available to the Town for the collection of taxes shall also be available to the Town for the collection of Annual Payments hereunder, including, but not limited to, the rights and remedies provided in G.L. c. 59 and G.L. c. 60, and all such rights and remedies are hereby reserved notwithstanding anything to the contrary herein. Accordingly, for example, if and to the extent deemed necessary by the Town for assessment or collection of Annual Payments, the Project may, at the Town's election, be deemed personal property unintentionally omitted from annual assessment under G.L. c. 59, § 75, or "Real Property," as defined in G.L. c. 59, § 2A(a). All late payments shall accrue interest at 14 percent per annum. Furthermore, if Developer breaches its payment obligations under this Agreement, Developer shall pay the reasonable attorneys' fees, court and other costs incurred by the Town in the collection of the unpaid amounts.

5. Tax Status. The Town agrees that during the term of this Agreement, the Town will not assess Developer for any real and personal property taxes for the Project, and the Town agrees that this Agreement will exclusively govern the payments of such taxes (and payments in lieu of such taxes) that Developer will be obligated to make to the Town with respect to the Project.

Notwithstanding the foregoing or anything to the contrary in this Agreement, upon the expiration or earlier termination of this Agreement, the Town shall not be bound by any valuation/payment amount, schedule or formula set forth in this Agreement in the assessment of future taxes for the Project after the date of such expiration or termination.

6. Assignment. Developer shall not assign this Agreement in whole or in part without the advance written consent of the Town, which shall not be unreasonably withheld, except that Developer may (i) collaterally assign the Agreement to an entity providing financing for construction, operation or maintenance of the Project with advance written notice to the Town, provided that Developer shall not be relieved of its obligations hereunder; or (ii) with advance written notice to the

Town, assign the Agreement to an entity no less creditworthy than Developer to whom Developer has sold or transferred all its interests in the Project, provided that, upon an assignment under clause (ii), Developer shall be deemed as having represented and warranted to the Town that the assignee has the financial ability to comply with all obligations of Developer hereunder.

7. Invalidity. The Parties understand and agree that this Agreement shall be void and unenforceable if (a) this Agreement, or any material portion of this Agreement, is determined or declared by a court or agency of competent jurisdiction to be illegal, void, or unenforceable; (b) Developer is determined or declared by a court or agency of competent jurisdiction to not be a "generation company" or "wholesale generation company" as those terms are used and/or defined in G.L. c. 59 § 38H(b), and G.L. c. 164 § 1; and/or (c) this Agreement has not been approved by Town Meeting. In the event this Agreement is declared void in accordance with this Paragraph 7, any payments due and/or made to the Town before the date of such declaration shall be and remain property of the Town, and to the extent permitted by law, shall be deemed full satisfaction of the taxes in lieu of which they were made.

8. Notices. All notices, consents, requests, or other communications provided for or permitted to be given hereunder by a Party must be in writing and will be deemed to have been properly given or served upon the personal delivery thereof, via courier delivery service, or by mail in a manner of delivery that results in a confirmation of receipt, such as certified mail or federal express. Such notices shall be addressed or delivered to the Parties at their respective addresses shown below.

To: Developer
Syncarpha Solar, LLC
250 West 57th Street
Suite 701
New York, New York 10107

To: Town of Leicester
Town Administrator
3 Washburn Sq.
Leicester, MA 01524

and

Board of Assessors
3 Washburn Sq.
Leicester, MA 01524

Any such addresses for the giving of notices may be changed by either Party by giving written notice as provided above to the other Party. Notice given by counsel to a Party shall be effective as notice from such Party.

9. Applicable Law. This Agreement will be made and interpreted in accordance with the laws of The Commonwealth of Massachusetts without regard to the law of "conflicts of laws." The Parties each consent to the jurisdiction of the Massachusetts courts or other applicable agencies of The Commonwealth of Massachusetts regarding any and all matters, including interpretation or enforcement of this Agreement or any of its provisions. Venue for all actions brought hereunder shall be (solely) the state courts located in Worcester County, Massachusetts, or if different, the county in which the Town is located. Developer agrees to accept service of process, including civil complaints, by certified mail at the address indicated in Paragraph 8 (Notices).

10. Force Majeure. As used herein, an event of Force Majeure is an event beyond the reasonable control of the Parties, and includes, without limitation, the following events:

- a. Acts of god including floods, winds, storms, earthquake, fire or other natural calamity;
- b. Acts of War or other civil insurrection or terrorism; or
- c. Taking by eminent domain by any governmental entity of all or a portion of the Property or the Project.

In the event that a Force Majeure occurs during the term of this Agreement that renders the Project wholly or substantially unable to produce electricity for a period of more than ninety (90) days, Developer may, at its election, terminate the Agreement following expiration of such 90-day period by written notice to the Town, provided that such termination shall be effective no earlier than the end (June 30) of the fiscal year in which said notice is received by the Town, and provided further that the Project will thereafter be assessed and taxed as if this Agreement does not exist.

Notwithstanding the foregoing or any Force Majeure event, Developer shall continue to make Annual Payments without abatement or reduction until this Agreement is terminated, if at all, in accordance with this Paragraph 10.

11. Certification of Tax Compliance. Pursuant to G.L. c. 62C, § 49A, Developer by its duly authorized representative, certifies under pains and penalties of perjury that it has complied with all laws of the commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting of child support.

12. Covenants, Representations and Warranties of Developer.

- a. During the term of the Agreement, Developer will not do any of the following:
 1. convey by sale, lease, assignment or otherwise any interest in the Property or Project to any tax-exempt entity or organization, including without

limitation a charitable organization pursuant to G.L. c.59, § 5 (Clause Third);

2. fail to pay the Town all amounts due hereunder when due in accordance with the terms of this Agreement;

3. seek, for any reason, an abatement or reduction of any of the amounts assessed in accordance with the terms of this Agreement, and Developer hereby waives, during the full term of this Agreement, any rights it may have otherwise had to seek such an abatement or reduction; or

4. seek to amend or terminate this Agreement on account of the enactment of any law or regulation or a change in any existing law or regulation the intent or effect of which is to fix or limit in any way the method for calculating payments-in-lieu-of-taxes for renewable energy facilities.

b. Developer represents and warrants:

1. It is a limited liability company duly organized, validly existing and in good standing under the laws of the state in which it was formed, and if a foreign corporation, is registered with the Massachusetts Secretary of State, and has full power and authority to carry on its business as it is now being conducted.

2. This Agreement constitutes the legal, valid and binding obligation of Developer enforceable in accordance with its terms, except to the extent that the enforceability may be limited by applicable bankruptcy, insolvency or other laws affecting other enforcement of creditors' rights generally or by general equitable principles.

3. It has taken all necessary action to authorize and approve the execution and delivery of this Agreement.

4. The person executing this Agreement on behalf of Developer has the full power and authority to bind it to each and every provision of this Agreement.

5. Developer is a "generation company" or "wholesale generation company" as those terms are used and defined in G.L. c. 59, § 38H(b) and G.L. c. 164 § I.

6. Developer does not qualify for a manufacturing classification exemption pursuant to G.L. c. 59, § 5(16)(3).

7. The documents and information furnished by Developer to the Town in connection with this Agreement, including but not limited to the Inventory and any update thereto, is true, accurate and complete in all material respects.

8. The performance of Developer's obligations under this Agreement will not violate or result in a breach or default of any agreement or instrument to which Developer is a party or to which Developer is otherwise bound.

13. Entire Agreement. The Parties agree that this is the entire, fully integrated Agreement between them with respect to payments in lieu of taxes for the Project, and that there are no third party beneficiaries to this Agreement.

14. Termination by Town. Notwithstanding anything to the contrary in this Agreement, the Town may terminate this Agreement on thirty (30) days written notice to Developer if:

- a. The Developer fails to make timely payments required under this Agreement, unless such payment is received by the Town within the 30-day notice period with interest as stated in this Agreement, provided, however, that the Town may nonetheless terminate this Agreement if such failure occurs more than three times in any rolling 365-day period, even if each such failure is cured within the 30-day notice period;
- b. The Developer has filed, or has had filed against it, a petition in Bankruptcy, or is otherwise insolvent;
- c. The Developer otherwise materially breaches this Agreement, unless such breach is cured within the 30-day notice period, including payment to the Town of any damages arising from such breach, provided, however, that the Town may nonetheless terminate this Agreement if Developer materially breaches this Agreement more than three times in any rolling 365-day period, even if each such breach is cured within the 30-day notice period; and/or
- d. The Developer's representations set forth in Paragraph 12 were untrue, inaccurate, or incomplete in material respects at the time they were made.

15. Payment of Town Costs. Upon execution of this Agreement, the Developer shall pay the Town by bank or certified check, or wire transfer, the lump-sum minimum amount of \$_____ representing payment of costs and expenses, including attorneys' fees, incurred by the Town in the negotiation of this Agreement.

16. Developer's federal tax identification number: 83-1834974.

Executed under seal by the undersigned as of the day and year first written above, each of whom represents that it is fully and duly authorized to act on behalf of and bind its principals.

TOWN OF LEICESTER

By: _____

Name:

Title:

Date:

SYNCARPHA LEICESTER, LLC

By: _____

Name: Cliff Chapman

Title: Manager

Date:

EXHIBIT A
Legal Description of the Property
Leased Premises

Beginning At A Point On The Easterly Line Of Mulberry Street, Said Point Being S28°19'03"W A Distance Of 337.09' From A Bound Found On Said Easterly Line of Mulberry Street At the Northwest Corner of Land Now Or Formerly Patricia Mott, Thence;

S64°24'03"E A Distance Of 49.90' To A Point, Thence;
Along A Curve Turning To The Left, Having A Radius Of 4.00', An Arc Length Of 6.77',
A Chord Bearing Of N67°07'05"E, And A Chord Length Of 5.99' To A Point, Thence;
N18°38'13"E A Distance Of 28.62' To A Point, Thence;
N21°06'51"E A Distance Of 79.02' To A Point, Thence;
N78°04'54"E A Distance Of 409.46' To A Point, Thence;
S29°16'16"E A Distance Of 406.38' To A Point, Thence;
S20°26'20"E A Distance Of 278.34' To A Point, Thence;
S20°16'23"E A Distance Of 105.02' To A Point, Thence;
Along A Curve Turning To The Left, Having A Radius Of 4.00', An Arc Length Of 0.33',
A Chord Bearing Of S22°38'01"E, And A Chord Length Of 0.33' To A Point, Thence;
S24°59'40"E A Distance Of 172.56' To A Point, Thence;
S16°48'07"E A Distance Of 247.06' To A Point, Thence;
S04°33'14"E A Distance Of 282.37' To A Point, Thence;
S10°48'42"W A Distance Of 136.75' To A Point, Thence;
Along A Curve Turning To The Left, Having A Radius Of 4.00', An Arc Length Of 0.14',
A Chord Bearing Of S09°48'15"W, And A Chord Length Of 0.14' To A Point, Thence;
S08°47'47"W A Distance Of 60.20' To A Point, Thence;
Along A Curve Turning To The Right, Having A Radius Of 96.00', An Arc Length Of 131.90',
A Chord Bearing Of S48°09'22"W, And A Chord Length Of 121.76' To A Point, Thence;
S87°30'56"W A Distance Of 213.86' To A Point, Thence;
N31°17'14"W A Distance Of 225.82' To A Point, Thence;
N25°08'06"W A Distance Of 183.03' To A Point, Thence;
Along A Curve Turning To The Left, Having A Radius Of 54.00', An Arc Length Of 72.95',
A Chord Bearing Of N63°50'20"W, And A Chord Length Of 67.53' To A Point, Thence;
S77°27'26"W A Distance Of 29.94' To A Point, Thence;
Along A Curve Turning To The Right, Having A Radius Of 96.00', An Arc Length Of 150.94',
A Chord Bearing Of N57°30'03"W, And A Chord Length Of 135.86' To A Point, Thence;
N12°27'32"W A Distance Of 116.60' To A Point, Thence;
N11°57'16"W A Distance Of 234.15' To A Point, Thence;
Along A Curve Turning To The Left, Having A Radius Of 4.00', An Arc Length Of 6.29',
A Chord Bearing Of N57°01'50"W, And A Chord Length Of 5.66' To A Point, Thence;
S77°53'36"W A Distance Of 20.60' To A Point, Thence;
N12°18'51"W A Distance Of 216.31' To A Point, Thence;
N09°44'28"E A Distance Of 43.01' To A Point, Thence;
N57°35'31"E A Distance Of 27.01' To A Point, Thence;
Along A Curve Turning To The Left, Having A Radius Of 4.00', An Arc Length Of 3.17',
A Chord Bearing Of N34°52'45"E, And A Chord Length Of 3.09' To A Point, Thence;
N12°09'59"E A Distance Of 33.04' To A Point, Thence;
Along A Curve Turning To The Left, Having A Radius Of 4.00', An Arc Length Of 0.35',

A Chord Bearing Of N09°38'37"E, And A Chord Length Of 0.35' To A Point, Thence;
 N07°07'14"E A Distance Of 27.03' To A Point, Thence;
 Along A Curve Turning To The Left, Having A Radius Of 4.00', An Arc Length Of 2.19',
 A Chord Bearing Of N08°32'47"W, And A Chord Length Of 2.16' To A Point, Thence;
 N24°12'48"W A Distance Of 124.99' To A Point, Thence;
 Along A Curve Turning To The Left, Having A Radius Of 4.00', An Arc Length Of 2.08',
 A Chord Bearing Of N39°08'07"W, And A Chord Length Of 2.06' To A Point, Thence;
 N54°03'27"W A Distance Of 16.77' To A Point, Thence;
 N17°32'16"W A Distance Of 29.89' To A Point, Thence;
 N34°10'19"E A Distance Of 22.96' To A Point, Thence;
 Along A Curve Turning To The Left, Having A Radius Of 4.00', An Arc Length Of 1.50',
 A Chord Bearing Of N23°24'33"E, And A Chord Length Of 1.49' To A Point, Thence;
 N12°38'47"E A Distance Of 31.22' To A Point, Thence;
 Along A Curve Turning To The Left, Having A Radius Of 4.00', An Arc Length Of 0.78',
 A Chord Bearing Of N07°01'29"E, And A Chord Length Of 0.78' To A Point, Thence;
 N01°24'10"E A Distance Of 25.21' To A Point, Thence;
 Along A Curve Turning To The Left, Having A Radius Of 4.00', An Arc Length Of 1.73',
 A Chord Bearing Of N10°58'29"W, And A Chord Length Of 1.71' To A Point, Thence;
 N23°21'07"W A Distance Of 41.68' To A Point, Thence;
 Along A Curve Turning To The Left, Having A Radius Of 4.00', An Arc Length Of 1.96',
 A Chord Bearing Of N37°23'22"W, And A Chord Length Of 1.94' To A Point, Thence;
 N51°25'38"W A Distance Of 50.57' To A Point, Thence;
 Along A Curve Turning To The Left, Having A Radius Of 4.00', An Arc Length Of 0.22',
 A Chord Bearing Of N52°58'28"W, And A Chord Length Of 0.22' To A Point, Thence;
 N54°31'19"W A Distance Of 58.92' To A Point, Thence;
 N18°37'33"E A Distance Of 41.90' Along The Said Easterly Side of Mulberry Street To The Point Of
 Beginning;

Having An Area Of 978,585 square Feet, Or 22.465 acres, More Or Less.

EXHIBIT B

Annual Payments Schedule

Estimated System Size: 3.892 MW-dc

Contract Year	Annual Amount per MW (DC)	Annual Amount
1	\$15,000.00	\$58,380.00
2	\$15,000.00	\$58,380.00
3	\$15,000.00	\$58,380.00
4	\$15,000.00	\$58,380.00
5	\$15,000.00	\$58,380.00
6	\$15,000.00	\$58,380.00
7	\$15,000.00	\$58,380.00
8	\$15,000.00	\$58,380.00
9	\$15,000.00	\$58,380.00
10	\$15,000.00	\$58,380.00
11	\$15,000.00	\$58,380.00
12	\$15,000.00	\$58,380.00
13	\$15,000.00	\$58,380.00
14	\$15,000.00	\$58,380.00
15	\$15,000.00	\$58,380.00
16	\$15,000.00	\$58,380.00
17	\$15,000.00	\$58,380.00
18	\$15,000.00	\$58,380.00
19	\$15,000.00	\$58,380.00
20	\$15,000.00	\$58,380.00

EXHIBIT C

Expected inventory of major system components

EPC Equipment List

Description	Total Count
JA Solar 72-cell Modules	10,379
TerraSmart Racking	432
Sungrow 60kW String Inverters	65
Energy Storage System (Batteries, Inverters, & Transformer)	2
Transformers	2
DAS	1



May 14, 2019

Michelle R. Buck, AICP
Leicester Town Planner/Director of Inspectional Services
3 Washburn Square
Leicester, MA 01524

Re: Leicester Complete Streets Implementation on Paxton Street, Winslow Avenue and Town Commons; and Resurfacing and Repairs to North Main Street and Washburn Square

Dear Ms. Buck:

Howard Stein Hudson (HSH) is pleased to provide this scope of services and fee proposal for the implementation of a portion of the Complete Streets Prioritization Plan around the general area of the Town Commons, Paxton Street, and Winslow Avenue. The purpose of the proposed improvements is to provide sidewalk enhancements to various locations, ADA accessible accommodations, and improved bicycle facilities where feasible. Pedestrian access in and around the Town Commons as well as to/from Winslow Avenue on the easterly side of Paxton Street (Route 56) is important because the Leicester Middle School and Senior Center are located on Winslow Avenue. In addition, this proposal includes survey and design services for roadway resurfacing and repairs to Washburn Square and North Main Street utilizing Town Chapter 90 funds.

Project Description

The work required to complete the above described improvements is summarized below:

- On the easterly side of Paxton Street (Route 56) from Main Street to Winslow Avenue, new pedestrian facilities are needed. The proposed Complete Streets design will include a new bituminous concrete sidewalk between the existing back of Cape Cod Berm curb and in front of existing utility poles and steep grade in certain locations, potentially narrowing the new sidewalk slightly to less than five (5) feet where required. If requested by the Town, one new drainage catch basin will be installed along Paxton Street near the northwest corner of the Town Hall parking lot and connected to an existing catch basin on Paxton Street.
- The existing, recently reconstructed crosswalks at Paxton Street/Winslow Avenue will be retained and the new or reconstructed sidewalks will connect to them accordingly.



- On the southerly side of Winslow Avenue, from Paxton Street to the first westerly most driveway of Leicester Middle School, the existing bituminous sidewalk and curb will be reconstructed. The Winslow Avenue sidewalk reconstruction work shall end at the existing westerly driveway crosswalk to the Leicester Middle School where new ADA compliant landings will be constructed and the existing crosswalk will be repainted by the project. No new pedestrian facilities or connections are proposed on the northerly Leicester Middle School side of Winslow Avenue. Existing drainage structures along Winslow Avenue will be adjusted by the project. One new drainage catch basin may be installed on Winslow Avenue near 94 Paxton Street, with accommodations for a potential future subdrain connection by others, separate from this project, if requested by the Town and determined feasible.
- This project will reconstruct or provide maintenance to the existing sidewalks and paths that surround and cross through the Leicester Town Commons, which is enveloped by the Town Hall, First Congregational Church, Becker College, and the Public Library. Reconstruction of the existing bituminous concrete paths within the Commons shall be replaced in kind with a minimum width of five (5) feet where reasonably feasible. No new facilities and no changes in width to existing facilities on Town Commons property are proposed or included at this time.
- This project will include roadway repairs and resurfacing of Washburn Square as well as the reconstruction of the existing sidewalks along the northerly and easterly sides of Washburn Square. In addition, this project will coordinate with the Town to provide improved pedestrian and/or bicycle accommodations along the southerly and westerly sides of Washburn Square, where determined feasible, within the existing Washburn Square roadway layout. If desired and approved by the Town, a new raised crosswalk will be included in front of Town Hall crossing Washburn Square to the existing path located in the center of the Town Commons. HSH shall prepare a concept plan showing the proposed work on Washburn Square and within the Town Commons for review and approval prior to proceeding with final design.
- Also included is roadway repairs and resurfacing of North Main Street from Main Street (Route 9) to just west of Paxton Street (Route 56) and the driveway to the new fire station. Existing sidewalks within the North Main Street limits will also be reconstructed. Full depth patching where existing road base issues are indicated by existing surface conditions will also be called for by the project. Through coordination with the Town, raised pedestrian crossings will be incorporated into the project at one or more of the existing North Main Street crosswalks. Except for the raised crosswalks, the existing grades along the gutter line of North Main Street shall be retained. The special provisions will call for excess millings, where available, to be transported to a location specified by the Leicester Highway Department or shall become the property of the contractor for removal from the site. Existing drainage structures along North Main Street will be adjusted by the project. No



drainage replacements, changes, or additions are proposed. Existing sidewalks will be reconstructed between existing curbs and utility poles. The Town shall coordinate with local utilities to relocate existing poles if desired.

- A new crosswalk will be proposed across North Main Street near the southwest corner of the Town Commons near the intersection of North Main Street and Paxton Street. Also, the North Main Street project will replace existing crosswalk at the southeast corner of the Town Commons across North Main Street on the east side of the intersection of North Main Street and Washburn Square. ADA compliant curb ramps will be provided for all crosswalks. If requested by the Town, one or both Main Street crosswalks will be raised to provide better visibility of pedestrians and to reduce vehicular speeds along North Main Street near the Town Commons and Becker College where high pedestrian traffic is commonplace.

Scope of Services

The project will advance once notice to proceed has been given. The following tasks identify what is required to accomplish the various stages of construction document production.

Task 1: Data Collection

HSH will conduct a site visit upon receipt of the survey data to verify existing conditions and finalize the survey for design purposes. The Surveyor will include the following information:

- The survey will be performed in the English system of measurements.
- All work will conform to the Massachusetts Department of Transportation's (MassDOT's) Field Survey Guidelines and Base Plan Requirements for Survey and Design Consultants, October 2014 Edition.
- Wetlands within 100 feet of the project limits will be flagged and included on the survey base plan.
- Plans will be prepared using AutoCAD Civil 3D 2016.
- The base plan will be tied horizontally to the North American Datum 83 System and elevations referenced to the North American Datum 88 System.
- All bounds within the project locus will be located.
- Right of Way (ROW) and property lines will be computed and added to the base plan.
- The base plan will include all property ownership names per the latest assessor's information.



- A Digital Terrain model (DTM) of the existing surface will be prepared.
- Plans will show all surface and subsurface utilities.
- Elevation for the top and bottom of the curb and centerline of the roadway will be measured every 25 feet.
- Elevations of castings and inverts will be provided.

Task 2: Conceptual Design

This task consists of preparing conceptual design plans showing the horizontal limits of all proposed sidewalks and road related work and providing a conceptual construction cost estimate for the design concepts shown for local Town review and budget planning purposes.

Task 3: Preliminary Design

HSH will respond to the Town's Conceptual Design comments and begin preparation of two (2) separate design packages for municipal bidding purposes including: 1.) Complete Streets implementation, as described above, on Paxton Street, Winslow Avenue, and Town Commons; and 2.) roadway repairs, resurfacing and related work on Washburn Square and North Main Street. HSH will prepare the following construction documents for these two separate preliminary design submittals overall as may be applicable to each respective project:

- | | |
|-----------------------------------|--|
| ■ Field Reconnaissance | ■ Curb Tie and Grading Plans |
| ■ Preliminary Horizontal Geometry | ■ Preliminary Drainage and Utility Studies |
| ■ Base Plans | ■ Pavement Marking and Signage Plans |
| ■ Typical Sections | ■ Temporary Traffic Control Details |
| ■ Construction Details | ■ Quality Control (QC) Review |
| ■ Construction Plans | ■ Constructability Review |

ROW plans will not be included; however, any easements required will be identified on the construction plans. Acquisition of the ROW is the responsibility of the Town prior to construction. Draft Special Provisions Table of Contents and a Preliminary Construction Cost Estimate will also be provided with the Preliminary Design submittal.



Task 4: Complete Streets Tier III Grant Application

Where necessary, on behalf of the Town of Leicester, HSH will assist with preparing Complete Streets Tier III Grant Application updates to the MassDOT approved project scope for the Paxton Street, Winslow Avenue, Washburn Square/Town Commons project limits for submission to MassDOT by the Town.

Task 5: Permitting

REQUEST FOR DETERMINATION OF APPLICABILITY (RDA)

Due to the proximity of the work to areas of vegetated wetlands near 78-80 Winslow Avenue and on the corner of North Main Street and Winslow Avenue, both projects will require filing of a Request for Determination of Applicability (RDA) to be filed with the Massachusetts Department of Environmental Protection (DEP) and the Town of Leicester Conservation Commission.

In addition to completing the RDA, a narrative will be included that describes the proposed work that will occur within the buffer zone. This document will also identify erosion control measures that will be in place to prevent sediments from entering wetlands during construction.

The RDA will document the wetland resource areas on-site and near the site if identified, including the species composition of the wetlands and upland, and a summary of the resource areas present. Other potential environmental constraints, rare species, and floodplain information, as well as the Delineation Field Data Forms, will be included in the RDA. For the purpose of this task, it is assumed that no impacts are proposed to any wetland resource areas; all work will occur within the Buffer Zone only; and a Notice of Intent (NOI) will *not* be required; otherwise, additional fees may apply.

This task includes attendance at one (1) Conservation Commission hearing for each of the two projects described above to discuss the project in conjunction with the RDA application. If required by the Leicester Conservation Commission, attendance at one (1) Conservation Commission site meeting for each of the two projects is also included.

Task 6: Final Design

HSH will respond to the Town's Preliminary Design comments. We will meet with staff to resolve any questions from the Preliminary Design prior to proceeding to Final Design. We will revise the Preliminary Design submission once to incorporate comments from the project team and reviewing agencies to create the Final Design plan set. The Special Provisions and Construction Cost Estimate will also incorporate changes needed to respond to the Preliminary Design comments. In addition,



HSH will prepare information for bid (IFB) documents suitable for municipal bidding and contracting purposes utilizing existing standard Town of Leicester boiler plate contract documents, to be provided by the Town in MS Word document format. Upon completion of the two respective Final Designs, HSH will provide the Town with stamped and signed approved plans and complete IFB for bidding purposes.

Task 7: Coordination/Meetings

This task will include any additional coordination required with our survey and wetlands subconsultants for preparation of complete survey base plans. HSH also anticipates and includes up to four (4) meetings with the Town to address all design questions and parameters prior to preliminary design development and to resolve comments and concerns with the Preliminary Design submissions, respectively. This includes attendance of up to one (1) meeting with the Leicester Historical Commission to discuss the proposed work in the Town Commons.

Project Schedule and Assumptions

Project Schedule

Attached is a preliminary schedule for design and construction schedule based upon and immediate start date. Throughout the design and project development HSH will continue to work with the Town to refine the project development and construction schedule timeline if necessary to suit new or revised deadlines or commitments. If necessary, HSH will aid in the request to extend secured grant funding deadlines for the construction phase of the project. HSH will notify the client should the schedule change.

Assumptions

This scope of services and fee proposal is based upon, but not necessarily limited to, the following project assumptions:

- All proposed work will be within the existing Town-owned land and street layouts. No land takings or temporary easements are proposed or included in this scope of services.
- Utility related work shall be limited to adjusting existing catch basins and manholes within the project limits. As noted above, one new catch basin may be added along Paxton Street to capture drainage from the Town Hall site and one new catch basin may be added on Winslow Avenue near 94 Paxton Street if requested by the Town.



- A drainage analysis and/or stormwater report for the project will not be required; therefore, it is not included at this time.
- All back of sidewalk or back of curb slopes encountered by the proposed design can be retained, where necessary, utilizing granite curbing or low height (i.e., less than 36" tall) small block wall systems. Design of "custom foundations" or "retaining walls" is not required or included.
- The Town will furnish any available roadway layout, utility, drainage, or related plans to HSH prior to beginning survey.
- Geotechnical test pits or borings are not required or included.
- Permitting through the Leicester Historical Commission is not required. Other than reconstructing existing sidewalks in kind, no other changes or work is proposed within the "Town Commons."
- Conservation Commission permitting can be accomplished by filing of an RDA. No other permitting is required or included.
- Full depth reclamation is not be part of the project scope.
- All general, administrative, and boiler plate contract requirements shall be prepared for or provided by the Town. HSH shall be responsible for contract technical construction requirements and special provisions only.
- The Town shall advertise and administer the construction contract.
- Construction phase services are not included in this scope but can be added upon completion of final design.
- The Town will provide its standard boiler plate contract documents to HSH in MS Word format.



Fees for Services

Fees will be billed on a Time and Materials basis and in accordance with the attached fee schedule. A summary of fees for labor are summarized by task in the table below. The total cost for the scope as described in this letter is estimated at an upset fee limit of **\$154,980**. As requested by the Town, HSH has divided the scope of services and fee into two separate phases for contract budgeting purposes as set forth in the table below.

Task	Budget
PHASE I – CONCEPTUAL DESIGN DEVELOPMENT	
Task 1 – Data Collection and Field Reconnaissance	\$2,960
Survey Subconsultant	\$29,000
Wetlands Subconsultant	\$2,000
Task 2 - Conceptual Design	\$35,385
Direct Costs – Printing, Postage, Misc., etc.	\$500
Phase I – Conceptual Design Subtotal:	\$69,845
PHASE II – FINAL DESIGN DEVELOPMENT	
Task 3 – Preliminary Design	\$32,260
Task 4 – Complete Streets Tier III Grant Application	\$2,870
Task 5 – Permitting	\$5,280
Task 6 – Final Design	\$40,105
Task 7 – Coordination/Meetings (4)	\$4,120
Direct Costs – Printing, Postage, Misc., etc.	\$500
Phase II – Final Design Subtotal:	\$85,135
GRAND TOTAL (Phases I & II Combined):	\$154,980

Meetings are budgeted as outlined above; additional meetings, if required, will be billed at the hourly rates shown in the attached rate schedule. All additional meetings will be invoiced on a time and materials basis based solely on hours expended.

While HSH feels the scope of work and associated fee provided in this proposal is appropriate for this type and size of development in this location and that it will be acceptable to reviewing agencies, should the scope of work change either by request of the Client, reviewing agencies, or the community, HSH will provide an additional services request for advance review and approval by the Client.



Terms

Payment of Services: The project work is billable monthly on a time and materials basis, such that if the hours are not spent, you will not be billed. Invoices are due within thirty (30) days of receipt, regardless of whether approvals are granted or not. Interest of one and one-half percent (1.5%) will be charged per month on unpaid bills after ninety (90) days. If the scope should significantly change or if the schedule is extended past June 30, 2020, we will revise the budget accordingly and resubmit it for your approval.

Termination: Consultant services may be terminated by either party with or without cause upon 10 days advance written notice. Regardless of which party shall affect termination, Client shall, within 30 calendar days of termination, pay HSH for services rendered and all costs incurred up to the time of termination, as well as those costs associated with the termination itself, if any, in accordance with HSH's then-prevailing labor rates. Upon termination of services and full payment of consultant fees, HSH will release any and all work product related to this contract.

Indemnification: Client and HSH will indemnify and each hold harmless each other's employees, officers, directors, and subconsultants from and against all claims and actions, including reasonable attorney fees, arising out of or related to damages or injuries to persons or property related or connected to acts of each other or their employees, officers, directors, subconsultants or agents.

Insurance: During the period that services are performed under this Agreement, HSH will maintain the following insurance: (1) Workers Compensation coverage in accordance with the laws of the Commonwealth of Massachusetts; (2) Commercial General Liability with a limit of \$1,000,000 per occurrence and a \$2,000,000 general aggregate; (3) Non-owned and Hired Automobile Liability coverage with a combined single limit of \$1,000,000 and (4) Professional Liability coverage with a \$5,000,000 aggregate limit (claims made basis). Client agrees that HSH will not be liable for any loss, damage, or liability arising out of this Agreement beyond the limits of available insurance coverage.

Permits: HSH is committed to providing technical support to facilitate project progress and approval. However, there are often circumstances beyond HSH's control and responsibility that may affect a project's ability to obtain permits or necessary written approvals. Therefore, unless indicated within this proposal, HSH does not guarantee our ability to obtain any project permits or approvals from any agency having jurisdiction over the project.



Approval

Should this proposal be acceptable to you, this letter can serve as a contract by an authorized signature below and returning a copy to us. Should our understanding of the Project be incorrect or incomplete, or should you have any revisions or changes, please contact me directly and we will incorporate them as directed. Thank you for contacting HSH; we look forward to working with you.

This approval shall be for Phase I (Tasks 1 and 2) only for an estimated upset limit fee of **\$69,910**. Separate written approval and notice to proceed from the Town shall be required to proceed with Phase II (Tasks 3 thru 7).

Sincerely,

Thomas Stokes
Chief Executive Officer

**Approval of Phase I (Tasks 1 and 2 only) for a
total budgeted amount not-to-exceed \$69,910.00.**

TOWN OF LEICESTER

By: _____

Date: _____

Name: _____

Title: _____



Hourly Billing Rates through June 30, 2020 for Howard Stein Hudson

Project Role	Hourly Rate
Principal/Senior Advisor	\$210 - \$340
Senior Engineer/Planner	\$155 - \$255
Engineer/Planner	\$130 - \$200
Junior Engineer/Planner	\$105 - \$170
Graphics/Production	\$100 - \$155
Co-op/Administrative Assistant	\$75 - \$140

Rates subject to annual adjustment on July 1.

Dear Ms. Pierce,

The Town of Leicester is interested in participating with the Central Massachusetts Regional Planning Commission (CMRPC) on an application for the Executive Office of Energy & Environmental Affairs Planning Assistance Grant for an Economic Development Plan. Specifically, Leicester is eager to continue its previous work on its Community Compact commitment to increase the town's competitiveness compared to other communities in terms of attractiveness for commercial development, and housing expansion.

The Town of Leicester Economic Development Committee has been working closely with the Planning Board and other town stakeholders to move this goal forward. As part of a Priority Development Analysis, the Town utilized District Local Technical Assistance (DLTA) funding from CMRPC and identified key assets in available land, existing industries and economic sectors the town can leverage to help grow the economy. We believe that funding for this Economic Development Plan will provide the Town of Leicester the opportunity to engage in important public outreach, establish economic development priorities, and identify key funding resources at the state and federal level to implement strategies that arise through this process.

The Town of Leicester looks forward to working with CMRPC and will contribute to reach the 25% local match. We appreciate the effort of CMRPC to promote this project and to work with its member communities towards achieving elements of the Massachusetts' Sustainable Development Principles.

Sincerely,

SELECT BOARD MEETING MINUTES
MAY 6, 2019 at 6:30PM
TOWN HALL, SELECT BOARD CONFERENCE ROOM

CALL TO ORDER/OPENING

Chairwoman Provencher called the meeting to order at 6:30pm. Chair Dianna Provencher, Vice Chair Sandra Wilson, 2nd Vice Chair Brian Green, Selectman Harry Brooks, Selectman Rick Antanavica, Student Liaison Katheryn Stapel, Town Administrator David Genereux and Assistant to the Town Administrator Kristen Forsberg were in attendance.

1. SCHEDULED ITEMS

a. 6:30pm - General Entertainment License – Hank’s Marine

A motion was made by Ms. Wilson and seconded by Mr. Brooks to approve a General Entertainment License for Hank’s Marine. The motion carried 5:0:0.

b. 6:35pm - Board of Fire Engineers Discussion

The Select Board and the Board of Fire Engineers discussed the future composition of the Board of Fire Engineers. The Chief discussed issues with Engine 4 which is 20 years old and Engine 1 which is 33 years old. The Chief is recommending replacing a truck in the upcoming capital plan for planning purposes so all engines will not need to be replaced at the same time. All three engineers recommended continuing with a call fire department as there are 63 firefighters on the roster currently and funding a full-time department would be very challenging.

c. 6:45pm - Petition to Repair Salminen Drive

Mr. Genereux presented a petition from the residents of Salminen Drive to repair their road under the new private way bylaw. Elizabeth Williamson from Salminen Drive stated the residents were interested in getting a cost estimate to make permanent repairs like drainage and paving and getting some temporary repairs now if possible. Mr. Genereux noted that if betterments are determined to be the path forward, the Town would have to borrow and assess the betterments which would require Town Meeting approval. The first step would be for the Board to accept the petition and for the Highway Superintendent to make recommendations and determine the cost. Superintendent Griffin stated that drainage is key to permanently resolve issues with the road and that the resident may want to address the road issues in phases due to anticipated costs. The first step is to come up with a plan and go before the Conservation Commission followed by the Zoning Board of Appeals then back to the Select Board. Mr. Genereux noted that if the Town becomes involved in the funding of the project, prevailing wage would apply. A motion was made by Mr. Brooks and seconded by Ms. Wilson to accept the petition from the residents of Salminen Drive requesting assistance in repairing their road, authorize the Highway Superintendent to make a recommendation and provide regular updates to the Board. The motion carried 5:0:0.

2. PUBLIC COMMENT PERIOD

No members of the public provided comment

3. REPORTS & ANNOUNCEMENTS

a. Student Liaison Reports

The Student Liaisons provided updates from the Leicester Public Schools.

b. Select Board Reports

The Select Board discussed topics including the Special Olympics on May 17th beginning at 9:15am, the move back to the renovated Library which will result in both locations being closed from May 11th to June 4th, May

17th, the Library Grand Opening to be held in June (date TBD), fundraising involving Deja Nu for a support dog for Maddie which raised \$17,000 in 10 days and discussions with gas companies in Worcester.

c. Town Administrator Report

The Town Administrator presented highlights from his written report including an upcoming meeting with residents behind the Fire Station regarding water issues in the area this Thursday, May 6th at 7pm in the Select Board Conference Room and the Church Street Bridge project getting underway this week.

d. Eagle Scout Ceremony

The Board has been invited to attend an Eagle Scout Ceremony on May 26th at 2pm at the Knight's of Columbus for Logan LaFlemme. A motion was made by Ms. Wilson and seconded by Mr. Brooks to sign a certificate of achievement for Logan LaFlemme. The motion carried 5:0:0.

4. RESIGNATIONS & APPOINTMENTS

a. Appointment – Health Insurance Advisory Committee – Derrick Ruth

A motion was made by Mr. Brooks and seconded by Mr. Antanavica to appoint Derrick Ruth to the Health Insurance Advisory Committee as the Police Union Representative. The motion carried 5:0:0.

b. Board/Committee Application – Susan Sears – Bylaw Committee

A motion was made by Mr. Brooks and seconded by Ms. Wilson to appoint Susan Sears to the Bylaw Committee. The motion carried 5:0:0.

c. Board/Committee Application – Thomas Brennan – Memorial Day Committee

A motion was made by Mr. Brooks and seconded by Mr. Green to appoint Thomas Brennan to the Memorial Day Committee. The motion carried 5:0:0.

d. FY2020 Reappointments

The Board discussed the process for FY20 reappointments.

5. OTHER BUSINESS

a. Request to Dispose of Library Furniture and Misc. Items

The Board requested a more specific list of items be presented to be voted on at the next Board meeting. Mr. Genereux will provide a disposal plan.

b. Regional Energy Planning Assistance (REPA) Grant MOU

A motion was made by Mr. Brooks and seconded by Ms. Wilson to sign the MOU with CMRPC for assistance with the Regional Energy Planning Assistance Grant. The motion carried 4:0:1 with Ms. Provencher abstaining.

c. Hillcrest Lease RFP Update and Discussion

Mr. Genereux stated that two responses to the Hillcrest Lease RFP were received. Mr. Genereux noted that one proposal would be disqualified based on the bid specifications and that both proposals had technical issues and weak responses to the evaluation criteria. Mr. Genereux recommended revising the RFP in a way that would encourage competition, requiring all parts of the building to be viewed at a site visit during which the RFP would be further explained and putting the RFP back out to bid. A motion was made by Mr. Antanavica and seconded by Mr. Green to revise the RFP and put it back out to bid. The motion carried 5:0:0.

6. MINUTES

a. April 22, 2019

A motion was made by Mr. Brooks and seconded by Mr. Green to approve the minutes of April 22, 2019. The motion carried 5:0:0.

b. April 29, 2019

A motion was made by Mr. Antanavica and seconded by Mr. Green to approve the minutes of April 29, 2019. The motion carried 5:0:0.

7. EXECUTIVE SESSION, MGL CHAPTER 30A, SECTION 21A

a. Exceptions 3 & 7 – Discuss strategy with respect to pending litigation in the case of BSI v. Town of Leicester, Civil Action No. 1885CV00985 pursuant to G.L. c. 30A, §21(a)(3) and (7) and Suffolk Construction v. DCAM, 449 Mass. 444 (2007).

b. Executive Session Minutes

This item was passed over; the Board did not go into executive session.

A motion to adjourn was made by Mr. Brooks and seconded by Mr. Antanavica at 7:44pm. The motion carried unanimously.

SELECT BOARD MEETING MINUTES
MAY 7, 2019 at 6:00PM
TOWN HALL, SELECT BOARD CONFERENCE ROOM

CALL TO ORDER/OPENING

Chairwoman Provencher called the meeting to order at 6:14pm. Chair Dianna Provencher, Vice Chair Sandy Wilson, 2nd Vice Chair Brian Green, Selectman Harry Brooks, Selectman Rick Antanavica, Town Administrator David Genereux, Assistant to Town Administrator Kristen Forsberg and Student Liaison Katheryn Stapel were in attendance.

1. NEW BUSINESS

A. Discuss Town Meeting and Warrant Articles

The Board discussed the sign bylaw and types of signs that would be allowed and prohibited. The bylaw does not apply to signs on private property and signs like parking arrows for events would not count. The Board asked the Town Administrator to find out if Lions Park is owned by the Town.

B. Annual Town Meeting

A motion was made by Ms. Wilson and seconded by Mr. Antanavica at 6:26pm to recess to Annual Town Meeting and to adjourn at the loss of a quorum. The motion carried 5:0:0.