

TOWN OF RYE – BOARD OF SELECTMEN
Thursday, May 14, 2020
2:00 p.m. – via ZOOM

Selectmen Present: Chair Phil Winslow, Vice-Chair Keriann Roman, Selectman Bill Epperson

Library Trustees Present: Jeffrey Ross, Karen Oliver, Victor Azzi

Also Present: Attorney Michael Donovan and Town Administrator Becky Bergeron

I. Reading of Attestation

Statement by Phil Winslow:

As chair of the Rye Board of Selectmen, I find that due to the State of Emergency declared by the Governor as a result of the COVID-19 pandemic and in accordance with the Governor's Emergency Order #12 pursuant to Executive Order 2020-04, this public body is authorized to meet electronically.

Please note that there is no physical location to observe and listen contemporaneously to this meeting, which was authorized pursuant to the Governor's Emergency Order. However, in accordance with the Emergency Order, I am confirming that we are providing public access to the meeting by telephone, with additional access possibilities by video and other electronic means. We are utilizing Zoom for this electronic meeting. All members of the board have the ability to communicate contemporaneously during this meeting through this platform, and the public has access to contemporaneously listen and, if necessary, participate in this meeting through dialing the following phone number: 646-5-58-8656 and Password: 654781 or by clicking on the following website address: www.zoom.com ID #845-7924-8196.

Public notice has been provided to the public for the necessary information for accessing the meeting, including how to access the meeting using Zoom telephonically. Instructions have also been provided on the website of the board at: town.rye.nh.us go to the Board of Selectmen page and click on the agenda for this meeting.

If anyone has a problem accessing the meeting please email the Town Administrator at: BBergeron@town.rye.nh.us

In the event the public is unable to access the meeting, the meeting will be adjourned and rescheduled. Please note that all votes that are taken during this meeting shall be done by roll call vote.

Roll call attendance of select board:

- Phil Winslow
- Keriann Roman
- Bill Epperson

(The Selectmen confirmed that they were alone in the room for the meeting.)

II. Call to Order

Chair Winslow called the meeting to order at 2:05 p.m.

III. Discussion

a. Maintenance Agreement

Chair Winslow read Article 07 from the 2020 Town Vote.

ARTICLE 07. To see if the Town will vote to authorize the Selectmen to convey the Parsonage and ±0.4 acres to 500 Washington Road, LLC and to acquire in an exchange at par the former TD Bank building and its 3.7 acre parcel pursuant to a Contract for Property Exchange/Swap signed by the Selectmen and Daniel Philbrick, AND FURTHER, to authorize the Selectmen to grant a septic system easement to 500 Washington Road, LLC as set forth in said Contract.

Chair Winslow noted this is the marching orders set forth by the Town. He noted that the Selectmen have received the document addressing the thoughts from the Library Trustees and appreciate the work that has gone into that. At this meeting, he would like to focus on the property maintenance agreement that will hopefully best serve the Town, Dan Philbrick and the Library. Chair Winslow suggested that they review the agreement as it has been sent back from Mr. Philbrick, along with taking into consideration the Library Trustee's points. The intent is to go through this discussion and have Attorney Donovan meet with Mr. Philbrick so this can be finalized. He commented that not everyone is getting everything that they want but they will work to the best of their ability to get as many of the Library's requests in the agreement as possible.

Attorney Donovan noted that he drafted the first document and it was then reviewed by Keriann Roman. It was sent to Mr. Philbrick and the Library Trustees last week. It is set up as a maintenance agreement between the Town, acting through the Board of Selectmen, and 500 Washington Road, LLC, which is Dan Philbrick. The agreement is applicable to a "maintenance area" which would be delineated on the subdivision plan. One piece of business that is still open is exactly how much land of the .4-acres that maintenance area would cover. It is not depicted on any plan right now because the concept of a maintenance plan came up after Jim Verra had prepared the plans. The Selectmen have talked about it being 6ft in from the edge of the sidewalk. He believes this is acceptable to Mr. Philbrick. However, it has not been decided whether that would apply to the sidewalk in from Washington Road as well. Would it apply to the entire sidewalk or to just the west side? If it is the latter and will not apply to the Washington Road sidewalk, then how far towards the library does it extend on the western side of the .4-acre parcel. He pointed out the plan will show the area once that is determined.

Attorney Donovan stated the third paragraph of the agreement dealt with the maintenance responsibility. As it was prepared, Philbrick (500 Washington Road LLC) would be responsible for the establishment and maintenance of all landscaping features within the maintenance area.

That would include trees, shrubs, flowerbeds, mulch beds, grassed areas and sidewalk lighting. It requires that Philbrick shall keep the maintenance area in a well-maintained condition which attractively compliments the sidewalk as it approaches the library, which is one of Rye's most architecturally significant public buildings. Attorney Donovan stated that Mr. Philbrick wanted some changes to the agreement. The only one that may be of significance is that he wanted to add to the first sentence "shall be responsible for the establishment, design and maintenance of all landscaping features".

Attorney Donovan continued that the fourth paragraph of the agreement picks up on something the planning board has done for several years with drainage facilities in subdivisions that have homeowner's associations. If Philbrick does not perform his maintenance responsibilities in a satisfactory manner, the Town would have the right to do the maintenance work and recover the cost of doing that work from Philbrick. Paragraph 5 says that prior to making any changes to the maintenance area from what is there now, Mr. Philbrick would prepare a landscaping and lighting plan and submit it to the Library Trustees for review. Attorney Donovan pointed out this is a key bone of contention. Mr. Philbrick does not want to submit it to the Library Trustees for review. He wants to submit it to the Board of Selectmen for review at the time or before he applies for the building permit. The agreement with Mr. Philbrick would allow him to apply for permits before he actually closes on the property. The agreement says that he does not have to close until he gets his permits. Attorney Donovan continued that the language of the agreement requires Mr. Philbrick to reasonably balance the importance of the maintenance area as an attractive adjunct to the sidewalk approach to the library with the importance of having attractively landscape spaces and viewsheds for the residents of the renovated Parsonage building. Mr. Philbrick struck the provision of arbitration in the agreement because he does not want to submit it to the Board of Trustees, and instead, wants the Selectmen arbitrate any issues that are not able to be resolved. Mr. Philbrick simply wants to submit to the Board of Selectmen. Attorney Donovan pointed out the rest of the agreement is legalese.

Attorney Donovan reviewed the seven points from the Library Trustees:

1) The Trustees want to be a party to the agreement.

Attorney Donovan noted the present agreement does not do that. It just has the agreement acknowledged.

2) The library has asked where the maintenance area is going to be.

The area is not determined yet; however, it seems the Selectmen and Mr. Philbrick are amendable to it being 6ft off the sidewalk.

3) What happens to the landscaping that has already been established?

Mr. Philbrick wants to prepare a landscaping plan for that area that is different from what is there now. That plan will be reviewed with the Board of Selectmen.

4) There is a concern about the property line being up against the edge of the sidewalk and being able to maintain the sidewalk.

This has been discussed with Mr. Philbrick. The deed which conveys the parcel to Mr. Philbrick's LLC would provide for some type of construction easement that would allow the Library to maintain and replace the sidewalk if needed.

5) Trustees would like the authority to approve any plans for changing the landscaping in the maintenance area.

This is not acceptable to Mr. Philbrick.

Plan must maintain the safety, security and functionality of the walkways.

This should not be able to be incorporated into the agreement.

Any differences between the Trustees and Philbrick to be arbitrated by the planning board.

The prior agreement had it arbitrated by the Board of Selectmen.

Attorney Donovan commented that #6 is a good suggestion and can be incorporated into the agreement. Also, #7 comes down to how much control the Trustees have in approving any amendments. The present document would only require planning board approval.

Referring to differences between the Trustees and Philbrick being resolved by the planning board, Chair Winslow asked the Selectmen if they had any objections to that.

Selectman Epperson stated that he does not think the planning board would have sufficient knowledge of this particular agreement. He does not know how the planning board would react to this. The planning board has eight different people with eight different opinions. It would certainly be easier to arbitrate with the select board with three people, as opposed to eight.

Vice-Chair Roman stated she does not conceptually have a problem with it; however, she does not think the planning board has any capacity to act as an arbitrator in this instance.

Attorney Donovan agreed this would be unusual. His idea was that this maintenance agreement would be finalized, so that when the planning board acts, they would have a copy of the agreement and it would be a condition of approval. They could insert themselves in that manner under that context.

Vice-Chair Roman stated the agreement is going to be enforceable two ways. One, there is going to be a condition of approval that if violated the planning board can bring it in for review and subdivision approval can be revoked. She pointed out the planning board is going to have authority over this anyways. The second enforceable piece is that if there is a dispute it will be arbitrated by some body. Her thought is to create a maintenance committee with one or more Selectmen, one or more Trustee and the property owner. This committee would decide the approval of the plan.

Selectman Epperson asked if the committee would include a member of the planning board.

Vice-Chair Roman replied that it could. She continued that the property owner would prepare the landscape plan and submit it to the committee. That committee would approve or disapprove the plan. If the plan is disapproved by the committee, the property owner would have to come back with a new plan. She does not know if Mr. Philbrick will agree to this or not.

Attorney Donovan commented that he does not think he will agree. Mr. Philbrick does not want to give up the control just like the Trustees do not want to give up control.

Vice-Chair Roman asked the other Selectmen their thoughts on the committee idea.

Selectman Epperson stated that in having been on the planning board for many years, it is not a good place to be arbitrating anything. There are too many people involved and it would not allow someone to come back with a viable plan that everyone would agree with. He would say if there is some sort of ad hoc committee that reported to the select board, in reference to unresolved differences, that might be something that would be better.

Vice-Chair Roman commented that they are not going to agree to everything Mr. Philbrick wants and everything the Library wants. Mr. Philbrick is not going to be happy and the Library is not going to be happy. At some point, they'll have to strike a middle ground. They have been trying to do this now for weeks. She would like to hear the Library's thoughts about such a committee.

Jeffrey Ross, Library Trustee Chair, stated that the Trustee's responses to the entire maintenance agreement were about the Library maintaining a clear presence in this agreement. If it is going to go forward the way that is being talked about, the Library is virtually invisible. The Library can only review and has no power to seek redress except to go to the Board of Selectmen who seem to be in favor of this particular agreement, which favors Mr. Philbrick. He disagrees about the planning board and the eight people. This is about their perspective and vested interest in this. Their interest isn't going to be to make Mr. Philbrick happy. It's going to be to protect the Library and do what's best for the Town. He trusts them to do that, even though it's a little cumbersome and messy. The response to this agreement was in the context of significant material questions about the property lines; how they were drawn, when they were discussed and how Mr. Philbrick is under the assumption he was being given property up to the library's walkways. He does not know why they are having this meeting when there has not been a meeting about the Library's questions and concerns.

Vice-Chair Roman stated she has put work aside and her children aside to try and help with this issue. She has said repeatedly that she stands with the Library and she heard Mr. Philbrick say he promised an easement. She needs this to be clear because this is a public meeting. She does not think it is fair to say the Library has been ignored. She has worked very hard with the Library and has spent a lot of time.

Mr. Ross stated he did not mean to impugn anyone's effort on behalf of this issue. It should be noted that the engagement with the select board has never been about the lot line. It has always been about the easement. It has always been about a property maintenance agreement. It has never been about the issues raised in the Trustee's March 11th letter that were made explicitly clear in public comments on March 4th. The Library is invested in where the property lines are. It was expected this would be included in the process. It was not about protecting the shrubs or their esthetic appearance. He is not disputing that what Mr. Philbrick might want to do will be a wonderful addition, but that is not the issue. The issue is how does that stuff get there? Will it be in the best interests of the Library? The Trustees don't think it is. It has also been said that this situation is the responsibility of the Board. He is unclear about what that "situation" is and what responsibility the board is taking for it.

Vice-Chair Roman stated she does not dispute the property line was not fully vetted when the purchase agreement was entered into. She one hundred percent disputes that there was any ill intent. She noted that she has been in the Town for eleven years and visits the Library frequently. She has been a part of town politics since she got here. She did not know, and she thinks the rest can say the same, that the trees even belonged to the Library. She did not even think of this. There was no ill will. It just made sense based on where the property was. There was a tight time frame so they proceeded. She thinks the Library and the Selectmen share some responsibility in having to have vetted that issue. The issue is now that it has to be figured out. At the March 4th meeting, she thought that the agreement with the Library and Mr. Philbrick was an easement. The property line could be the property line wherever that was, as long as there was an easement protecting the visual entrance. Mr. Philbrick is not agreeing to that and now the Library is not. Vice-Chair Roman stated the property line does not matter. What matters is what could happen with the entrance to the Library. If there could be an easement, maintenance agreement, or something that protects that, that would do it. Everyone really needs to let the property line issue go, understanding it may not have been fully vetted but there was no ill will. She continued this is where they are at and they cannot help where they are at this point. The question is how to deal with the entrance to the library situation; whether it be a maintenance agreement with the Library having sufficient say or something else. She reiterated they really need to move past the property line issue.

Mr. Ross replied they can't from the Library's perspective. When he had a meeting with Mr. Philbrick to discuss the Library issues, he was very clear about it being the lot lines. The Library wants to have some say in where they are and what happens along them. He pointed out that they have been asking since March about where those lot lines were. Mr. Philbrick's response to this was that he always assumed it was known that the lot lines were to be up to the edge of the sidewalk. Mr. Philbrick said he had emails from town officials to indicate that. Mr. Ross stated that one of the Library's questions about the lot line was why was Mr. Philbrick led to understand that his property would go up to the walkways.

Attorney Donovan stated that he is the one that drafted that provision. At the time, the Town had no reliable maps that would allow him to define the area any better than he did. He originally calculated the area between the sidewalk and the two streets (the rectangle area) as being half an acre. Attorney Donovan continued that he asked Town Administrator Bergeron to send someone to the site to look more closely. The building inspector was sent out and he made some measurements. Attorney Donovan commented that the measurements were sent back to him and he realized he had over calculated the area. He reduced it to 0.4-acres. Mr. Philbrick sent an email saying that he thought that the boundary was to be up to the edge of the sidewalk. Attorney Donovan stated that he understands that Mr. Philbrick has provided Mr. Ross some of his email exchanges that were with him and the Town Administrator, which he feels is a little bothersome. Nevertheless, Mr. Philbrick was told in an email from Town Administrator Bergeron that this was not the case. It was left as plus or minus because it had to be worked out when the surveyor went out there. Some factors like the landscaping, and another factor that is important, is how that line is drawn depends on whether the Parsonage building itself becomes a non-conforming structure. If it becomes a non-conforming structure because the lines are too close to the building, it will inhibit the ability of the new owner to rehab the building. It was "to be determined" and that is what they are trying to do now. Speaking to Mr. Ross, Attorney

Donovan stated if he is looking to blame someone, they can blame him because he is the one that drafted it up.

Mr. Ross stated that he did not see emails. Mr. Philbrick had offered but he did not want to get into a situation where someone in town is implicated in doing something they should not have. Mr. Ross continued that this is why the Trustees have asked several times about the lot lines. They just want to clarify why they are where they are and why they cannot be adjusted.

Attorney Donovan stated his take is that when it got to the survey, reasonable people would be able to work this out and that is the problem that is being faced right now. It seems that reasonable people are not able to come up with a way to work this out.

Mr. Ross asked if there is a survey to be done.

Attorney Donovan explained there are two plans out there. A couple of weeks ago, the planning board had to notice the public hearing. The agreement calls for planning board approval to happen before May 31st. A drawing was needed for that hearing. He and Selectman Roman discussed this and decided to have Mr. Verra submit two sets of drawings to the planning board. Plan A shows the sidewalk as the boundary and shows a maintenance easement, in favor of the Trustees, in 8ft because that is what had been talked about at the time. Plan B would just draw the boundary in 6ft or 8ft from the sidewalk. Those two plans were submitted to the planning board. Mr. Verra is going to have to redo his plan and it would be Plan A, which has the sidewalk as the boundary and defines the maintenance area. Attorney Donovan commented that he hopes by the site walk he will have an understanding of exactly what area will be covered by the maintenance agreement.

Karen Oliver, Library Trustee, stated this is not a case of being unreasonable about where the boundary lines are. This is a different discussion. The intent was to go out on Tuesday and talk about the boundary lines. This is something that the Library has believed they would be involved with from the beginning. Every discussion about this lot line talks about what Dan Philbrick wants. Its clear from this agreement that the perspective of the Library is not being taking into consideration. The Library has a board that talks about public safety, public approach, what is good for the public and what is good for the Library. The idea that the Library is not going to be a party to an agreement and just going to hope that somebody will take the idea of public safety and functionality into consideration, is something that makes her “blood boil”. She believes that as a fiduciary for the public, the Library cannot in good conscience say “you guys do whatever you want and we’ll fall in line”. The Trustee’s only mission is to protect the Library.

Referring to 5B of the Trustee’s comments for a group of three parties being involved, Chair Winslow asked Mr. Ross if he prefers one of them to be the planning board.

Mr. Ross replied yes. The Trustees thought that would be a good third party. He is willing to defer to the planning board as to whether they think this is under their purview or part of their bandwidth. He thinks it is a good place to be. The planning board are the ones that are going to approve the property maintenance agreement. They are going to understand the spirit and know

the context in which the property lines were established. Going forward, they would have a foundation of which to work if things between the Library and Mr. Philbrick got to a point where they were at an impasse.

Speaking to the Selectmen, Chair Winslow asked if they would be okay with 5B being included in the maintenance agreement.

In terms of planning board review, Vice-Chair Roman stated she has no problem with it. She is just not sure how they would do that.

Attorney Donovan stated this conversation might be moot if it is based on the original agreement that he drafted, saying that Philbrick had to go to the Trustees with any plans to change the landscaping and was obligated in good faith to resolve any concerns the Library had about it, and the Selectmen would then arbitrate. If the agreement is not going to require Philbrick to go to the Trustees with his plans then arbitration is moot.

Mr. Ross stated the Library's concern is that they have no standing in this agreement, other than to review plans and go to a third party if they do not like what they see. Mr. Ross continued that the other thing with regards to lot line is that it seems the Library's plans for expansion have been ignored. Maybe the planning board is not aware of the Library's plan to expand; however, the one now goes right up against the walkway between the Parsonage and Washington Road. That is one of the reasons this was brought up back in March.

Vice-Chair Roman stated her understanding is that the expansion was up to the portico down the back. She did not think it would be an issue because it was down the back where there is property.

Attorney Donovan stated that it really ought not to be about where the lot line is. It should be about the control over the areas adjacent to the sidewalk, which can be done by easement or maintenance agreement.

Mr. Ross replied that an easement was talked about. He was under the impression that somehow the lot line got bumped up to the sidewalk but the Library was going to have an easement. He noted the Library would consider that because that is a very strong legal position for the Library. That would be acceptable, but all of a sudden that disappeared.

Vice-Chair Roman replied it did not disappear. At the last meeting, she had said that the easement was something she thought Mr. Philbrick had agreed to. He is saying that he did not. Then, this idea of a property agreement came up. What happened is Mr. Philbrick said "no" to the easement. This does not mean that she, as a Selectman, said "okay, we are not going to do an easement". What is meant was "can we come up with Plan B". The property maintenance agreement was a proposed Plan B. Here is the problem, the property maintenance agreement is an agreement and people have to sign it. There will not be an agreement if people do not sign it. If it is no longer an option, then discussion about property lines and easements is back on the table. She noted that there is no ill will and nothing was done under the table. She understands there is mistrust. She is not sure how else to dispel that. This is very frustrating to her and she

feels she is not being taken at her word. She continued that Mr. Philbrick agreed to work with everyone on this and give an easement. If there was an easement, she feels everyone would be okay. Mr. Philbrick would get his +/- .04-acres and the Library would be able to work on the landscaping into the entrance of the Library. She continued that her feeling is Plan A or Plan B, as proposed, whether it is an easement as shown on Plan A. The Town made a representation, as did Mr. Philbrick, on March 4th, which is in the minutes, that an easement would be done. The Town has tried to work on this and do a maintenance agreement and that is not going to happen because not everyone is going to agree to it. She is in favor of Plan A with an easement, with the boundary line shown, or Plan B, which moves the property line in 6ft along the parking lot, gives Mr. Philbrick .38-acres and gives the Town and Library 6ft to deal with. She feels this is what was represented to the public.

Chair Winslow stated the next step would be to ask Attorney Donovan to go back to Mr. Philbrick. The risk would be that Mr. Philbrick would say he is not going to go forward with the contract. Chair Winslow pointed out this would put the Town in the same position they are in now.

Selectman Epperson stated that they need to look at the big picture. If this does not happen, there is a building that has to be sold to someone else. Someone else is going to buy it and do whatever they want within the bounds of the historic district and land use regulations. The Library is going to have less impact on that than they will now. He really feels that one of these needs to be done with everyone on board, at least a little, so this can move forward. This is a disaster looking for a place to happen. It could cost the Town millions of dollars, ultimately, if people cannot agree.

Mr. Ross commented the Parsonage could be torn down and turned into a pocket park.

Chair Winslow noted that can't be done because the warrant article specifically states this will be opened up for apartment housing. There are constraints from the warrant article.

Ms. Oliver pointed out the warrant article also states a survey will be done to establish the lot lines. She assumed that there would be a chance to put the line where it should be at such time a survey was done. She commented the dispute is between the Library and Mr. Philbrick. She asked why the Library is not able to go to Mr. Philbrick. When this is discussed, she hears "what can we do to make Dan happy". She does not hear "what can we do to protect the Library". That is what the concern is. If there was a way for the Library to communicate the concern to the party being dealt with, it might work better.

Attorney Donovan stated the approach the Selectmen are following is not "what can we do to make Dan happy". The Selectmen are trying to find out how this can move forward to implement the vote of the Town, which is to affect the swap of the TD Bank building for the Parsonage. The Selectmen have to be working it out with Mr. Philbrick because that is who the deal is with. That is who is the other party to the swap. The other party is not the Library. The issues with Mr. Philbrick have to be resolved to carry out the will of the Town voters.

Chair Winslow stated the genesis of this is the Town Hall. The Town has to be able to provide safe and effective office space for the town employees, which has to be ADA compliant and be a safe facility. That is the reason the Selectmen say this as an opportunity to provide that by acquiring the TD Bank. It is really a jigsaw puzzle between the Town Hall, TD Bank, Parsonage, Library and the Trolley Barn. There are five components to this puzzle. It is not going to satisfy everyone but the Town needs to be able to move forward. The reason for the lot line is because of the fact that there needs to be sufficient enough footage to put a building that would be able to house between six and eight apartments. This is what the warrant article calls for. Chair Winslow suggested that they take Selectman Roman's recommendation and have Attorney Donovan go back to Mr. Philbrick. He noted that Mr. Philbrick is an integral player in this process. The Selectmen have fiduciary responsibilities for the entire town, which includes all five of the locations.

Attorney Donovan stated that in his opinion, Plan B would not conform to the agreement because it is significantly less than 0.4-acres.

Vice-Chair Roman pointed out it is 0.38-acres.

Mr. Ross stated this is why the best solution is Selectman Roman's proposal of giving Mr. Philbrick the property up to lot line so there are not setback issues, but give an easement to allow the Library to protect the border for the best use for the Library and the Town.

Speaking to the Selectmen, Vice-Chair Roman proposed that they ask Attorney Donovan to go back to Mr. Philbrick with the maintenance agreement with the Library in the agreement, not accepting Mr. Philbrick's change of pulling the Library out. Section 2 should include 6ft in from the sidewalk on both sides. Section 3 should include something specific about lighting being maintained. Section 5 will stay with the Library and not having it say Selectmen. She suggested keeping 5B, Arbitration Clause, with it being arbitrated by the planning board instead of the Selectmen. She noted that sidewalk repair has to be accounted for in some manner. If this is not agreeable to Mr. Philbrick and he will not go with it, she goes with Plan A with the easement. She continued the maintenance agreement is the middle road, but if this is not something Mr. Philbrick will agree to, the Town has control to reserve as easement under Plan A. Either an agreement is reached or the Selectmen has to do it themselves. She would rather not do that. She thinks reaching an agreement makes a lot more sense for the parties involved, including the Library. However, if an agreement cannot be met, this has to move forward. She summarized that she proposes that they ask Mr. Philbrick about those changes. If Mr. Philbrick will not agree, then the Town will have to go forward with Plan A.

Vice-Chair Roman reviewed the changes with Attorney Donovan to propose to Mr. Philbrick.

After review of the changes, Attorney Donovan commented it seems like a reasonable way for the Selectmen to respond to this.

Mr. Ross noted that no one on the library board wants this to be construed in any way as being negative towards Mr. Philbrick. The Trustees only broached these issues in the context of protecting and advocating for the Library. He also noted that he saw some of the things that Mr.

Philbrick is thinking about doing, in terms of landscaping, and it's pretty exciting. The quality of Mr. Philbrick's taste and his sense of what would work in Rye is all positive and to the good. He continued that as chair of the library board, he would be excited to work with someone like Mr. Philbrick. He just cannot work with him with no standing legally or fiducially with a private citizen. Mr. Ross pointed out he is elected to the library board and has to represent the interests of the Library.

There was some discussion about the location of the 6ft in from the sidewalk. It was noted by Vice-Chair Roman that the 6ft from the sidewalk brings it just to the outside edge of the trunks of the arborvitaes. She also noted it is 8ft or 9ft to bring it to the other side of the bark mulch berm. The deciduous trees are clearly within the 6ft. The large trees on the Washington Road side encroach beyond the 6ft.

The select board agreed to move forward with Vice-Chair Roman's recommendation and have Attorney Donovan present the changes discussed at this meeting with Mr. Philbrick. Attorney Donovan will request a response from Mr. Philbrick by Monday, May 18th.

IV. Other Business

- **Site Walk for the Parsonage and the Library to be held on Tuesday, May 19th.**

Adjournment

Motion by Bill Epperson to adjourn at 3:33 p.m. Seconded by Keriann Roman.

Roll Call: Bill Epperson – Aye; Keriann Roman – Aye; Phil Winslow – Aye

Motion passed.

Respectfully Submitted,
Dyana F. Ledger