BOARD OF SELECTMEN AGENDA
July 9, 2020 – 7:00 P.M.
Sandwich Town Hall at 130 Main Street & Via Remote Participation Software

Pursuant to Governor Baker's March 12, 2020 Order Suspending Certain Provisions of the Open Meeting Law, M.G.L. c.30A, §18, and the Governor's March 15, 2020 Order imposing strict limitation of the number of people that may gather in one place, this meeting of the Town of Sandwich Board of Selectmen will be conducted via remote participation to the greatest extent possible. Special information and the general guidelines for remote participation by the public and/or parties with a right and/or requirement to attend this meeting can be found on the Town's website, at www.sandwichmass.org. For this meeting, members of the public who wish to listen and watch the meeting may do so via the Sandwich Community Television website, at www.sandwichcommunitytv.org. No in-person attendance of members of the public will be permitted, but every effort will be made to ensure that the public can adequately access the proceedings in real time, via technological means. In the event that we are unable to do so, despite best efforts, we will post on the Town’s website an audio or video recording, transcript, or other comprehensive record of the proceedings as soon as possible after the meeting. Thank you for your consideration and understanding during this unique public health emergency.

1. Convene Open Session
2. Pledge of Allegiance
3. Review & Approval of Minutes – 6/25/20
4. Town Manager Report
5. Correspondence / Statements / Announcements / Future Items / Follow-up
6. Request to Extend Existing Entertainment License to Outdoor Patio: Tomatoes Italian Grill, 280 Route 130, Unit C – Marc Petralia, Manager
7. Old Business
   - COVID-19 Command Team Update
   - FY'20 Budget Update
   - FY'21 Budget Update
   - Disposition of Henry T. Wing School, including Option Agreement Approval
   - Center for Active Living Update & Potential Future Meeting with Council on Aging
   - Updated Summer & Fall 2020 Selectmen Meeting Schedule
8. New Business
   - Recommended Appointments to Conservation Commission – Member Cameron Murphy, Associate Members Hillary Foglia, Roy Anderson, & Jason Heyer
   - Recommended Member Appointment to Historical Commission – Maria Nye
   - Proclamation of Ice Cream Sandwich Day – 8/2/20
   - Report on Any Approved Vendor & Payroll Warrants
   - Other Matters Not Reasonably Anticipated by the Chairman

9. Public Comment – publiccomment@sandwichmass.org

10. Closing Remarks

11. Adjournment

NEXT MEETING: 7/23/20
Present: D. Sampson, M. Miller, B. George, S. Hoctor, C. Holden
G. Dunham, Town Manager; Heather Harper, Assistant Town Manager
Others Present: Chris Wilson, Christopher Kirrane, Kathryn Wolstenholme, Tom Stanton

Mr. Sampson opened the meeting by reading the March 12, 2020 Executive Order from Governor Baker suspending certain portions of the Open Meeting Law. There will be no in-person attendance for Selectmen's meetings, however the meeting will be live-streamed and comments from the public will be taken through technologic means.

PLEDGE OF ALLEGIANCE

Board of Selectmen Reorganization: Mr. Dunham asked for nominations for the Chairmanship of the Board. Mr. Sampson nominated Mr. Miller to be the Board Chairman for 2020-2021. Mr. George seconded. Approved unanimously by roll call vote.
Mr. Sampson moved to appoint Mr. George as Vice-Chair for the 2020-2021 year. Seconded by Mr. Holden. Approved unanimously by roll call vote.

REVIEW AND APPROVAL OF MINUTES
Mr. George moved to approve the minutes from June 11. Seconded by Mr. Holden. Approved unanimously by roll call vote.

PUBLIC FORUM
None.

TOWN MANAGER REPORT
1. The next Selectmen's meeting will be on July 9 and the Finance Committee will meet on July 14 for the purpose of approving reserve fund transfers.
2. Massachusetts School Building Assistance approved boiler replacements at the Oakridge and Forestdale schools. The Town has 200 days to put forward the funds and the SBAB will reimburse the half of that amount.
3. Mr. Dunham thanked all who attended the Town Meeting. He gave special recognition to Jon Nelson and Bryce Harper at the school, and thanks to Dave Mason and Chief Burke for their assistance.
4. Mr. Miller thanked Mr. Dunham and Ms. Harper for their hard work.

Questions from the Board: Mr. Miller asked what was the total cost for the school project. Mr. Dunham replied that the State's portion would be $1.5 million, so the full cost is twice that.
Town will need to bond the full amount with temporary bonds, then get reimbursed when the project is complete.

**CORRESPONDENCE/STATEMENTS/ANNOUNCEMENT**

Mr. Sampson announced that the beaches will be opening tomorrow. The fresh water ponds are for Sandwich residents only with a sticker. The rest rooms at Town Neck beach will be available tomorrow as well.

*Questions/Comments from the Board:* Mr. Holden asked about the wastewater progress. Mr. Dunham reported that he is waiting for the federal government to make a decision about privatization at the base. There have been meetings with several state offices. The consultant is looking at a Barnstable, Mashpee, Sandwich connection. Funds will need to be appropriated at Town Meeting next May. Meanwhile, there are funds for drainage improvements on Upper and Lower Shawme pond and money for a designing the sewer collection system. Mr. Miller reported that the compactor at Town Neck is not working and also that he had received a complaint that the public way to the beach near Horizons is overgrown. Mr. Miller asked if the library will be moving to Cotuit Rd. Mr. Dunham reported that they have been in touch with Mr. Tsakalos, but need to determine with the project manager how much space is needed because that will affect the cost. The library has been providing services remotely and may continue to do that as well. The bid came in within the earmarked amount. Construction documents should be ready in late summer or early fall. It is a 6-month process once the renovations are started, so should be complete in about a year. There is a large dumpster in the library parking lot, as they are culling out some of their collection. The group wanting to redo the Boardwalk has reached out to Sam Jensen. Mr. Dunham has checked with Paul Tilton about coming to a Selectmen’s meeting to provide an update. The contract for 100 Rte 6A is awarded to the low bidder; it has been sent to Counsel for review. Once the contract is back, the decision will be made about how to proceed.

**PUBLIC HEARINGS**

*Change of Manager, Dunbar House, 1 Water Street.* Ms. Wolstenholme is requesting a change of manager for the liquor license to her. She applied for the license as the new owner, but with the COVID problem, that is on hold. Her first application will come back to the Board at a later date. She has met all the requirements for the license. **Mr. George moved to change the liquor license manager for the Dunbar House to Kathryn Wolstenholme. Seconded by Mr. Holden. Approved unanimously by roll call vote.**

Mr. Sampson requested that, because it was not yet the official time for the next hearing, to proceed to Old Business.

**FY ’20 Update:** There is a one page list of proposed reserve fund transfers in the packet. The current reserve fund balance is $500,000. There is a shortfall in utilities related to the public safety building coming on line. The fire department overtime is related to COVID, but there has been some coverage through the CARES act. Veterans’ services has increased and this is required to be paid. The State provides some reimbursement for this (75%). The increase in unemployment is related to COVID; there have been 200 requests in the past few weeks, but
some of them are not valid. The requests are “up to” amounts. The request for reimbursement was submitted to the State CARES program and the state responded immediately. Kathleen Barrette did an outstanding job with the report. She could appear at a future Board meeting if there are questions. The Town did not ask for the full amount expended; if state aid is cut, it might be possible to use these funds.

**New Seasonal Alcohol Request for Beach House on the Bay d/b/a/The Seal at 2 Jarves Street, Christopher Wilson, Manager:** Mr. Miller read the public announcement. **Mr. Sampson moved to open the public hearing. Mr. George seconded. Approved unanimously by roll call vote.** Mr. Kirrane, representing Mr. Wilson explained that the request is to install an inside bar and outside seating at the 2 Jarves St. gallery. Mr. Wilson is manager of record. The outside seating will be on the 4 Jarves St. side. Mr. Miller asked if a new septic system is required, as it appears on the plan. Mr. Dunham responded that the plan is from 2003 and the only change is the addition of the terrace. The building contains a handicap accessible bathroom. Mr. George said he had talked to Mr. Wilson and had seen the gallery; all looks in order. All appropriate department heads are supportive. Mr. Holden asked whether food would be served; no food preparation. Mr. Carl Johansen called in because of concern about a regulation that the proprietor live on site and Mr. Wilson will not be living there; he believes there should be legal advice. Mr. Dunham said this is a unique type of license and it meets state requirements. Mr. Hoctor asked about hours of opening – 11 AM to midnight.

**Mr. Sampson moved to close the public hearing. Mr. Hoctor seconded. Approved unanimously by roll call vote.** Mr. George moved to grant a new seasonal alcohol license for 2 Jarves St., Beach House on the Bay d/b/a The Seal, Christopher Wilson, Manager. Seconded by Mr. Hoctor. Approved unanimously by roll call vote.

**Request for Extension of Premises by Belfry Inne and Bistro, 6 & 8 Jarves St., to include 4 Jarves St., Christopher Wilson Manager:** Mr. Miller read the notice of public hearing. **Mr. Holden moved to open the public hearing. Seconded by Mr. Hoctor. Approved unanimously by roll call vote.** Mr. Kirrane explained that this request involves extending the license to 4 Jarves St., two floors with 6 guest suites apiece and private baths. This also includes outdoor porch and gardens. The goal is mainly to be able to serve guests and the public, guests in their rooms and outside. The hours of the license currently are 8 AM to 12:45 AM. This plan has been reviewed and supported by the appropriate departments. Mr. Wilson said that this would be no different than what they have been doing for 25 years, except operations have changed due to COVID and the available spaces to serve guests. He believes he has sufficient staff to control any alcohol issues. Any additional changes in the premises would need to come back to the Board. No other comment from the public. **Mr. Hoctor moved to close the public hearing. Mr. Holden seconded. Approved unanimously by roll call vote.** Mr. George moved to grant the extension of premises as described. Mr. Hoctor seconded. Approved unanimously by roll call vote.

Mr. Sampson commented to Mr. Wilson that the Board of Selectmen has been historically supportive of Mr. Wilson’s requests, and that it has been concerning to see public comments
made by family on social media saying the Town has not been supportive. He would like to see more mutual respect.

**Joint Utility Pole Hearing for Verizon and NStar:** Mr. Miller read the notice of the public hearing regarding the placement of a new pole on Dillingham Rd. **Mr. Hoctor moved to open the public hearing. Mr. George seconded. Approved unanimously by roll call vote.** Mr. Tom Stanton from Verizon explained that the original location of the pole would interfere with storm water drainage, The DPW has supported the move. The pole would be five feet off the pavement. No comment from the public. **Mr. Hoctor moved to close the public hearing. Mr. Holden seconded. Approved unanimously by roll call vote.** Mr. Holden moved to support the request to move the pole as described. Seconded and approved unanimously.

**OLD BUSINESS**

**FY ’21 Budget:** Town Meeting approved the budget as presented. There has been no word from the state regarding their budget. Mr. Dunham believes that the state budget will preserve funding for Charter Schools, but not sure what will happen to Chapter 70. The first two months of state aid payments will be the same as last year, and will be altered later when the state budget is finalized.

**Town Meeting Recap:** The Board needs to sign and confirm the deed for Terrapin Ridge. Ms. Harper summarized progress on building/renovation projects. Susan Marancik has been working with the architect for the Center for Active Living. They are looking to reduce the size of the building footprint in preparation for design-development. The team reviewed program spaces and final decisions will be made in about two weeks. Once cost estimates are in and recommendations on thematic design, there will be a meeting with the Board. Mr. Miller asked about the positioning of the building on the lot – fronting on Quaker-Meetinghouse Rd., but set back to use the site in the most environmental way. The hope is to market the project in November and go out to bid.

Contact was made with the Wing School developers the day after it was approved. The developer needs site control to get eligibility from DHD. Mr. Vitacco is working with counsel. The School Committee will transfer the property on July 8, and on July 9 the developer will execute the option to purchase. The operation and management of the building is under control of the School Committee until the purchase is finalized. The school offices and the Collaborative may remain in the building until 2021. The School Committee will extend the lease agreement. The land development agreement with SCG will most likely be finalized in July. Mr. Miller asked when the transfer would take place – 12/31/2021 when all permits and financing are in place.

**Summer/Fall Selectmen Schedule:** Mr. Dunham presented the schedule through January. Because of member availability meetings for September will potentially change to 9/3 and 9/17, but this will be discussed later in the season.

**Other Old Business not Reasonably Anticipated:** None.
NEW BUSINESS

Committee Appointments: Kathy Coggeshall and Taylor White looked at the list and contacted committee chairs to see if there are any problems. The only correction would be that Bill Daley wishes to be named an alternate member to the Historical Commission. Mr. George questioned whether Ms. Harper should replace Doug Lapp on the Emergency Management committee. Selectmen are not members of this committee to avoid politicizing it. Mr. Sampson did attend a few meetings, but all would have been too much. He pointed out that Jeff Perry should be taken off the committee, unless he is representing the Sherriff’s Department, as he has moved out of Town. Mr. Sampson moved to accept the slate as presented, with Mr. Dunham checking to see about Jeff Perry. Mr. George seconded. Approved unanimously by roll call vote.

Selectmen Liaison Assignments: Mr. George suggested the assignments stay the same. Mr. Hoctor will take Mr. Miller’s place on the School Committee negotiating team. Mr. Sampson moved that the liaison assignments remain the same with Mr. Hoctor replacing Mr. Miller as described. Seconded by Mr. George. Approved unanimously by roll call vote.

Payroll Warrants: All appear to be in order. As Town Hall is now open, Selectmen should sign the warrants as before.

Other Matters not Reasonably Anticipated for New Business: Mr. Sampson questioned Mr. Dunham about July 4th activities. Mr. Dunham responded that there are no programs or events scheduled. A private group wanted to sponsor a walking parade, but found the expenses associated with police and closing streets to be too high. There will be a rolling vehicle parade with a police car at the front and rear – following the former parade route. There will be no fireworks on the beach and police are trying to prevent stockpiling of fireworks. Additionally, there will be no fires on the beach until July 5.
The School Committee Chair would like to have a meeting soon about budget planning. Mr. Sampson requested that the American flag be raised in front of 100 Rte. 6A. He also requested that the flag be 30 minutes before any regular or special town meeting. Mr. Sampson moved that the flag be raised 30 minutes by a detail police officer, or any other officer designated by the police chief, before any regular or special town meeting. Mr. Holdenh seconded. Approved unanimously by roll call vote.

PUBLIC FORUM

None.

CLOSING REMARKS

Mr. Miller stated that the pickleball courts and skateboard park have been full and no incidents so far. Mr. Hoctor thanked the voters for supporting the projects for the last two years. Mr. Sampson thanked the people who came to Town Meeting. He also extended his congratulations to Mr. Miller and Mr. George for their new elections to Chair and Vice Chair. Mr. Sampson thanked everyone for their support when he was chair. Mr. Miller thanked Mr. Sampson and
Sue James for starting and moving projects forward and that they have changed the direction of the Town in a positive way. Have a safe July 4th.

**ADJOURNMENT**

The meeting adjourned at 8:35 PM.

Respectfully submitted,

Susan R. James

Supporting Documents:
Public hearing notices and documents – 2 & 4 Jarves St. (10 pages)
Public hearing notice and documents – Nstar pole (2 pages)
Dunbar House change of manager request
Reserve Fund transfer list
CARES Funding summary (4 pages)
FY ’21 Budget sheet (2 pages)
2020 Annual Town Meeting Warrant (2 pages)
Proposed Selectmen meeting schedule
Committee appointment list (5 pages)
Selectmen committee liaison list
TOMATOES RESTAURANT INC
DBA/ TOMATOES ITALIAN GRILL

TO WHOM IT MAY CONCERN,

I WOULD LIKE TO ADD TO THE EXISTING LICENSE
I WOULD LIKE TO HAVE ENTERTAINMENT
OUT ON MY NEW PATIO. IT WOULD
BE ON A NIGHTLY BASIS MOSTLY FROM
6PM TO 9:30PM/10:00PM. IT WOULD BE
AN ACCIDENTAL GUITAR/VOCALIST OR SINGING
VOCALIST ETC. OCCASIONALLY I MAY
DO A PRIVATE EVENT (SMALL GATHERING)
THAT REQUIRES A LONGER STANDARD BAND. THE AREA IS PROPERLY SHIELDED &
FENCED IN, SEIZED OR SECURITY WILL NOT
BE AN ISSUE!!

THANK YOU

Marc Petralia

[Signature]
The Licensing Board for the

APPLICATION FOR AN ENTERTAINMENT LICENSE
(SEVEN DAYS)

The undersigned respectfully applies for an entertainment license as follows:

LOCATION OF PREMISES ______________________ CLASS OF LIC. ______________________

DESCRIPTION OF PREMISES RESTAURANT & BAR

RADIO YES TELEVISION YES JUKEBOX YES AMPLIFIERS YES PHONO

CABLE TV YES WIDESCREEN TV YES CASSETTE OPER. TWO MOVIES YES

INSTRUMENTAL MUSIC YES No. of Instruments 1 or 2 (unless Private event)

Type of Instruments ______ What floors ______

VOCAL MUSIC YES No. of persons 16 or 2 (unless Private event)

DANCING BY PATRONS NO Type of dancing ______

What floors? ______ Size of dance floor ______

EXHIBITION OR TRADE SHOW NO describe ______

PLAY NO describe ______

MOVING PICTURE SHOW NO describe ______

FLOOR SHOW NO describe ______

ATHLETIC EVENT NO describe ______

As part of the above entertainment, will any entertainer, employee or person on the licensed premises be permitted to be unclothed or in such attire as to expose to view any portion of the areola of the female breast or any portion of the pubic hair, cleft of the buttocks, or genitals?

NO X YES Explain in what manner such person will be presented ______

Did you hold an entertainment license from the Board pursuant to section 183A of Chapter 140? YES If yes, was it for the exact same entertainment being requested in this petition? YES

Date 7/2/2020

Firm or Trade Name ______

Business Name ______

Manager Signature ______
ENTERTAINMENT APPLICATION

Name of Licensee: TOMATOES RESTAURANT INC
Address of Licensed Premises: 780 BOSTON 130 - UNIT C. HERITAGE PARK. FRENCH DR. MA 02644

GRANTED __________________________

RADIO ___ TELEVISION ___ JUKEBOX ___
AMPLIFIERS ___ PHONO ___ CABLE TV ___
WIDESCREEN TV ___ CASSETTE TV ___
MOVIES ___ INSTRUMENTAL MUSIC ___
VOCAL MUSIC ___
DANCING BY PATRIENS ___
EXHIBITION OR TRADE SHOWS ___
PLAY ___ MOVING PICTURE SHOW ___
FLOOR SHOW ___ ATHLETIC EVENT ___
NUDE ENTERTAINMENT ___

REJECTED __________________________

CONDITIONS _________________________

Rec'd by: __________________ Fee:________
Receipt No.:________________________
NOTE: These are subject to change based on future orders from the Governor & developing public health protocols.

- No in-person board or committee meetings will be held in Town buildings until after Labor Day at the earliest. The COVID-19 Command Team will make a recommendation to the Selectmen on the status of in-person meetings as Labor Day approaches.

(Reasoning: We want to see how Massachusetts performs in terms of positive cases in light of other parts of the country seeing significant increases in positive cases since wide-scale reopening began. In addition, the meeting locations in Town buildings for the majority of board and committee meetings do not provide sufficient space to socially distance and meet recommended health protocols.)
FY'20 BUDGET

PROJECTED GENERAL FUND REVENUES AND EXPENSES - FY'20

REVENUES

FY'20 Tax Levy:
FY'19 Levy Limit 60,644,643
2.5% Increase 1,516,116
Est. New Growth 3,500,000
Excess Levy Reserve Est. -2,100,000
Overrides / Exclusions 0
County Assess. Outside 2.5: CCC 186,180
Debt Outside 2.5 (- Non-Levy & MSBA) 2,229,612 65,976,551

Other Revenue:
Mass. School Building Authority Funds 1,279,534
State Aid: Discretionary (1.44%) 2,401,257
State Ch. 70 Aid: School (1.13%) 7,151,788
Est. Local Receipts 4,900,000
  NRG Unit #3 PILOT 3,559,951
Surplus Revenue / Free Cash 2,348,420
Overlay Release 50,000
Transfer from Stabilization Fund 0 21,690,950

Total Estimated Revenues 87,667,501

EXPENSES

ReCap Sheet Items:
State Assess: Tuition Assess (7.42%) 4,450,485
State Assess: All Other (-3.01%) 615,392
Abatements / Overlay 500,000
FY'19 Snow & Ice Deficit 0 5,565,877

Town Meeting Items:
Group Health Insurance (2.61%) 11,800,000
County Retirement Assess. (4.01%) 3,997,234
Property & Liability Insurance (4.35%) 1,200,000
Medicare (4.00%) 650,000
Unemployment Account 100,000
OPEB Trust Fund 0
Debt: Long Term - General Fund 3,954,471
Borrowing Expenses 100,000
Reserve Fund 500,000
Capital Budget - Net 1,308,671
Santander Purchase & Improvements 3,950,000
Transfer to Stabilization Fund 100,000 27,660,376

Operating Budgets:
School Budget: Local (2.97%) 26,981,126
  Ch. 70 (1.13%) 7,151,788 34,132,914
UCCRVTS Budget (-5.54%) 2,161,680
General Gov't. Budget (2.83%) 17,797,193
FY'20 SAFER Offset (0.00%) 0

Total Estimated Expenses 87,318,040

Stabilization Fund Balance:
Actual Balance on 12/31/18: 1,709,482
Proposed Transfer From/To Stabilization Fund: 100,000
Projected Post ATM Balance: 1,809,482

ESTIMATED FY'20 BUDGET BALANCE 349,461
## PROJECTED FY'20 RESERVE FUND NEEDS & BALANCE

### CURRENT FUNDING AVAILABLE

<table>
<thead>
<tr>
<th>Source</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>FY'20 Reserve Fund - Requires Finance Committee Approval</td>
<td>500,000</td>
</tr>
<tr>
<td>Previously Approved Transfers</td>
<td>0</td>
</tr>
<tr>
<td>Current Reserve Fund Balance:</td>
<td>500,000</td>
</tr>
</tbody>
</table>

### PROJECTED DEFICITS - "UP TO" AMOUNTS

<table>
<thead>
<tr>
<th>Department</th>
<th>Projected Deficit</th>
<th>Actual Deficit</th>
</tr>
</thead>
<tbody>
<tr>
<td>190 - Facilities Department - Utilities</td>
<td>-30,000</td>
<td></td>
</tr>
<tr>
<td>210 - Fire Department - OT (add'l. $100K covered by CARES Act)</td>
<td>-160,000</td>
<td></td>
</tr>
<tr>
<td>543 - Veteran's Services - Required Coverage with 75% Reimb.</td>
<td>-25,000</td>
<td></td>
</tr>
<tr>
<td>941 - Unemployment - Numerous Recent Filings</td>
<td>-25,000</td>
<td></td>
</tr>
<tr>
<td><strong>Total Projected Deficit:</strong></td>
<td><strong>-240,000</strong></td>
<td><strong>0</strong></td>
</tr>
</tbody>
</table>

### FUNDING SHORTFALL TO BE ADDRESSED

<table>
<thead>
<tr>
<th></th>
<th>Projected</th>
<th>Actual</th>
</tr>
</thead>
<tbody>
<tr>
<td>Current Reserve Fund Balance:</td>
<td>500,000</td>
<td>500,000</td>
</tr>
<tr>
<td>Total Projected Deficit:</td>
<td><strong>-240,000</strong></td>
<td><strong>0</strong></td>
</tr>
<tr>
<td>Projected Total Reserve Balance:</td>
<td>260,000</td>
<td>500,000</td>
</tr>
</tbody>
</table>
FY'21 BUDGET

PROJECTED GENERAL FUND REVENUES AND EXPENSES - FY'21

REVENUES

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>FY'21 Tax Levy:</td>
<td></td>
</tr>
<tr>
<td>FY'20 Levy Limit</td>
<td>66,281,547</td>
</tr>
<tr>
<td>2.5% Increase</td>
<td>1,657,039</td>
</tr>
<tr>
<td>Est. New Growth</td>
<td>500,000</td>
</tr>
<tr>
<td>Excess Levy Reserve Est.</td>
<td>-3,550,000</td>
</tr>
<tr>
<td>Overrides / Exclusions</td>
<td>0</td>
</tr>
<tr>
<td>County Assess. Outside 2.5: CCC</td>
<td>190,835</td>
</tr>
<tr>
<td>Debt Outside 2.5 (- Non-Levy &amp; MSBA)</td>
<td>2,111,100</td>
</tr>
<tr>
<td><strong>Total Estimated Revenues</strong></td>
<td>86,361,925</td>
</tr>
</tbody>
</table>

Other Revenue:

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mass. School Building Authority Funds</td>
<td>1,279,534</td>
</tr>
<tr>
<td>State Aid: Discretionary (-6.30%)</td>
<td>2,250,000</td>
</tr>
<tr>
<td>State Ch. 70 Aid: School (0.00%)</td>
<td>7,151,788</td>
</tr>
<tr>
<td>Est. Local Receipts</td>
<td>5,000,000</td>
</tr>
<tr>
<td>Surplus Revenue / Free Cash</td>
<td>2,640,082</td>
</tr>
<tr>
<td>FY'20 Health Insur. to 100 Route 6A</td>
<td>800,000</td>
</tr>
<tr>
<td>Overlay Release</td>
<td>50,000</td>
</tr>
<tr>
<td>Transfer from Stabilization Fund</td>
<td>0</td>
</tr>
<tr>
<td><strong>Total Estimated Revenues</strong></td>
<td>86,361,925</td>
</tr>
</tbody>
</table>

EXPENSES

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>ReCap Sheet Items:</td>
<td></td>
</tr>
<tr>
<td>State Assess: Tuition Assess (10.00%)</td>
<td>4,895,534</td>
</tr>
<tr>
<td>State Assess: All Other (3.00%)</td>
<td>633,854</td>
</tr>
<tr>
<td>Abatements / Overlay</td>
<td>550,000</td>
</tr>
<tr>
<td>FY'20 Snow &amp; Ice Deficit</td>
<td>0</td>
</tr>
<tr>
<td><strong>Total Estimated Expenses</strong></td>
<td>85,522,161</td>
</tr>
</tbody>
</table>

Town Meeting Items:

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Group Health Insurance (-2.54%)</td>
<td>11,500,000</td>
</tr>
<tr>
<td>County Retirement Assess. (-5.69%)</td>
<td>3,769,883</td>
</tr>
<tr>
<td>Property &amp; Liability Insurance (4.17%)</td>
<td>1,250,000</td>
</tr>
<tr>
<td>Medicare (4.00%)</td>
<td>676,000</td>
</tr>
<tr>
<td>Unemployment Account</td>
<td>100,000</td>
</tr>
<tr>
<td>OPEB Trust Fund</td>
<td>25,000</td>
</tr>
<tr>
<td>Debt: Long Term - General Fund</td>
<td>3,834,470</td>
</tr>
<tr>
<td>Borrowing Expenses</td>
<td>100,000</td>
</tr>
<tr>
<td>Reserve Fund</td>
<td>500,000</td>
</tr>
<tr>
<td>Capital Budget - Net</td>
<td>326,138</td>
</tr>
<tr>
<td>Capital - 100 Route 6A Renovations</td>
<td>1,800,000</td>
</tr>
<tr>
<td>Transfer to Stabilization Fund</td>
<td>25,000</td>
</tr>
<tr>
<td><strong>Total Estimated Expenses</strong></td>
<td>85,522,161</td>
</tr>
</tbody>
</table>

Operating Budgets:

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>School Budget: Local (3.75%)</td>
<td>27,992,918</td>
</tr>
<tr>
<td>Ch. 70 (0.00%)</td>
<td>7,151,788</td>
</tr>
<tr>
<td><strong>Total Estimated Expenses</strong></td>
<td>85,522,161</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>UCCRVTS Budget (-1.21%)</td>
<td>2,135,468</td>
</tr>
<tr>
<td>General Gov't. Budget (2.58%)</td>
<td>18,256,108</td>
</tr>
<tr>
<td><strong>Total Estimated Expenses</strong></td>
<td>85,522,161</td>
</tr>
</tbody>
</table>

Stabilization Fund & OPEB Trust Fund Balances:

<table>
<thead>
<tr>
<th>Fund Type</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Stab. Fund</td>
<td>1,829,888</td>
</tr>
<tr>
<td>OPEB Fund</td>
<td>921,925</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Proposed Transfer From/To Fund</td>
<td>25,000</td>
</tr>
<tr>
<td>Projected Post ATM Balance</td>
<td>1,854,888</td>
</tr>
<tr>
<td><strong>ESTIMATED FY'21 BUDGET BALANCE</strong></td>
<td>839,764</td>
</tr>
</tbody>
</table>
Enclosed please find for your review the revised Option Agreement for the Wing School Project and the Site Plan to attach as Exhibit A. Please note that the Option Agreement contains my latest revisions as to the dates of the Option Term and the lease period of the Tenant in the building, as well as the references to the Town Meeting approval of Article 15.

I will be preparing the Motions for the School Committee meeting to be held on July 8. It is my understanding that this Option Agreement will then be approved at the Selectmen's meeting on July 9.

If you have any questions or comments concerning this matter, please do not hesitate to contact me. I am available to speak with you at 978-443-0680 or 978-821-1409.

Vicki

Vicki S. Marsh, Esq.
KP | L.A.W
101 Arch Street, 12th Floor
Boston, MA 02110
O: (617) 556 0007
F: (617) 654 1735
vmash@k-plaw.com
www.k-plaw.com

This message and the documents attached to it, if any, are intended only for the use of the addressee and may contain information that is PRIVILEGED and CONFIDENTIAL and/or may contain ATTORNEY WORK PRODUCT. If you are not the intended recipient, you are hereby notified that any dissemination of this communication is strictly prohibited. If you have received this communication in error, please delete all electronic copies of this message and attachments thereto, if any, and destroy any hard copies you may have created and notify me immediately.
OPTION AGREEMENT

THIS OPTION AGREEMENT (this “Agreement”) is entered into this ____ day of July/March, 2020, by and between the Town of Sandwich (the “Town”), a Massachusetts municipal corporation, acting by and through its Board of Selectmen, having an address of Sandwich Town Hall, 130 Main Street, Sandwich, Massachusetts 02563, and SCG Development Partners, LLC, a Delaware limited liability company (“SCG”), having an address of 100 Corporate Place, Suite 404, Peabody, Massachusetts 01960.

WHEREAS, the Town is the fee simple owner of a parcel of land located at 33 Water Street, Sandwich, containing approximately 6.2± acres, and the building known as the “Henry T. Wing School,” (the “Building”), and being a portion of the property described in a deed recorded with Barnstable County Registry of Deeds in Book 446, Page 68 (the “Premises”);

WHEREAS, the Town issued a Request for Proposals to sell the Premises for the development of affordable housing on the Premises and the preservation of exterior façade of the historic Building;

WHEREAS, SCG responded to the Town’s Request for Proposals, proposing to construct in three phases forty-three (43) residential units in Phase I, forty-one (41) residential units in Phase II and forty-four (44) residential units in Phase III with no more than a total of hundred twenty-eight (128) residential units on the Premises (the “Units”), all of which shall be used for senior housing rental purposes, and to preserve the exterior façade of the Building, and has been selected by the Town as the successful proposer;

WHEREAS, SCG desires to obtain an option to acquire the Premises to enable SCG to obtain the necessary federal, state and local regulatory and other approvals and the financing required for the development of the Project (as defined below) on the Premises, and to assess the physical condition of the Premises and the legal title thereto;

WHEREAS, the Town desires to grant SCG an option on the Premises in order to enable SCG to obtain conduct its due diligence based upon the terms and provisions as hereinafter set forth.

DEFINITIONS. For purposes of this Agreement, the following terms shall have the following meanings:

(a) “Execution Date” shall mean the day upon which the last party to this Agreement shall duly execute this Agreement;

(b) “Affordable Senior Rental Housing” shall mean no more than one hundred twenty-eight (128) units of rental housing that is occupied by individuals and families aged 62 or over (at least one household member must meet this age requirement). Of the one hundred twenty-eight (128) units, one hundred seven (107) Units (the “Affordable Units”) will be rented to households having an
annual income no more than 60% or less of the Area Median Income ("AMI") as determined by the United States Department of Housing and Urban Development ("HUD"), as set forth more particularly below, of which twenty-seven (27) of the residential units will be rented to households with incomes no more than 30% of the AMI. The remaining twenty-one (21) residential units will be rented at market rates. SCG shall create at least 80% Affordable Units in each of the three Phases of the Project.

(c) "Initial Option Term" shall mean that period of time commencing on the Execution Date and terminating on October 31, 2023, unless terminated sooner in accordance with the terms hereof. If SCG has not satisfied the Preconditions (defined below) on or before the Initial Option Term despite good faith and diligent efforts, SCG may, by giving notice in writing to the Town given no later than the expiration of the Initial Option Term, and obtaining Town’s written consent thereof, which shall not be unreasonably withheld, extend the Option period by up to two (2) additional twelve (12) month periods (each, an "Option Extension Period"). SCG agrees that in the event that its application for federal or state low income tax credits is not approved at the end of the Initial Option Term that it shall prioritize the Project’s application for such tax credits with respect to other projects it is developing. The Initial Option Term and, if exercised, each Option Extension Period, are referred to herein as the "Option Term."

(d) "Option Exercise Date" shall mean that date, within the Option Term, on which SCG sends its written notice to the Town, exercising the Option, in compliance herewith.

(e) "Project" shall mean the construction and operation of up to one hundred twenty-eight (128) units of Affordable Senior Rental Housing in three (3) phases (each, a "Phase") including: (i) forty-one (41) residential units in Phase I; (ii) forty-one (41) residential units in Phase II and forty-four (44) residential units in Phase III provided that SCG may increase or decrease the number of residential units in any particular phase by up to five (5) units.

(f) "Option Deadline" shall mean 4:00 p.m. on the last date of the Option Term.

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of which are hereby acknowledged by the parties hereto and for the mutual covenants contained herein, the Town and SCG hereby agree as follows:

1. GRANT OF OPTION; PRECONDITIONS TO EXERCISE.

(a) Option. The Town hereby grants to SCG the exclusive right and option to purchase the Premises during the Option Term for consideration of One Dollar ($1.00) and on the other terms set forth herein ("Option"). The parties acknowledge that before SCG can exercise the Option, it must have achieved the milestones identified as the Preconditions (defined
below). To exercise the Option, SCG must: (a) notify the Town of the same in writing, which must be received by the Town on or before the Option Deadline, and include the Documentation (defined below) required herein, the Property Objections (if, if the Notice of Exercise is given after the Option Term, the New Property Matters), and the Title Objections (or, if the Notice of Exercise is given after the Option Term, the New Title Matters, if any (defined below) (the “Notice of Exercise”), and (b) obtain the Town’s acceptance thereof, which acceptance shall not be withheld if SCG has satisfied the Preconditions.

(b) Preconditions. The parties acknowledge and agree that SCG shall have no obligation to exercise the Option until and unless SCG has achieved the following milestones (together, the “Preconditions”): and the Town has received a favorable Town Meeting vote as set forth in subsection (v) below:

(i) **Permits:** SCG shall have obtained any and all state and local permits, approvals, and licenses necessary or convenient to demolish a portion of the Building, construct the Project on the Premises and to operate the Affordable Senior Rental Housing thereon (collectively, the “Permits”), and the period of appeal under each of said permits and approvals shall have expired without appeal by a third party or, if appealed, such appeal shall have been successfully resolved in the reasonable determination of SCG; and

(ii) **Financing:** SCG shall have obtained firm project financing commitments, including, but not limited to, construction loan commitments, and/or permanent loan commitment from institutional lenders, and/or public or quasi-public entities, which may include tax credits under the Low Income Housing Tax Credit Program (“LIHTC”), in an amount reasonably satisfactory to SCG to design, construct, and complete Phase I of the Project (the “Financing”). SCG shall, prior to or simultaneously with the execution and delivery of the deed to the Premises, close on the Project Financing.

(iii) **Environmental Clearance:** SCG’s exercise of the option is further conditioned on satisfactory review by the applicable governmental entity that the construction, rehabilitation or renovation of the Premises will not have an adverse impact on the environment under the National Environmental Policy Act (NEPA) (the “Environmental Clearance”). SCG is prohibited from committing any funds to the purchase of the Premises prior to receiving the Environmental Clearance and violation of this provision may result in the denial of financing of the project.

(iv) **Disclosure Statement:** SCG shall have complied with the disclosure provisions of G.L. c. 7C, s. 38, and SCG and the Town agree to diligently pursue full compliance with said statute.

(v) **Town Meeting Vote:** The Town acknowledges that it has obtained a favorable vote of Article 15 of the Annual Special Town Meeting to be held on June 15, 2020 March 23, 2020 authorizing the Town to convey the Premises for the consideration stated herein and upon the terms set forth in this Agreement, and to
authorize the conveyance or acceptance of easements by the Town necessary or convenient for the construction and operation of the Project described in this Agreement, upon such terms and conditions deemed to be in the best interests of the Town.

(c) **Documentation.** The Town’s obligation to accept the Notice of Exercise is contingent on SCG having obtained the Permits and the Financing required hereunder, it being understood by the parties that the Town will convey the Premises once SCG has demonstrated, to the Town’s reasonable satisfaction, that SCG will be able to commence the Project within sixty (60) days after the closing. As required under Section 1(a), SCG shall deliver to the Town, with the Notice of Exercise, copies of all Permits and firm loan commitments showing that SCG has obtained the Permits and the Financing (the “Documentation”). SCG agrees to provide the Town with such other supplemental and other documentation relating to the Permits and Financing as the Town may reasonably require in a timely manner.

(d) **Progress Reports; Diligent Efforts.** SCG shall provide the Town within sixty (60) days from the Execution Date, a copy of the 40B Project Eligibility Application. SCG shall meet with the Town at least every three (3) months during the Option Term, or at such sooner or later intervals as the Town may reasonably request to report on efforts made by SCG to satisfy the Preconditions and provide such information as the Town may reasonably request. Further, SCG shall provide the Town with construction estimates and pro formas indicating that the Financing is sufficient. SCG shall use good faith and commercially reasonable efforts to obtain the Permits and the Financing.

(e) **Termination.** In the event that SCG fails, after using good faith and diligent efforts, to satisfy the Preconditions, SCG shall have the right to terminate this Agreement, without recourse, by written notice to the Town given prior to the Option Deadline. This Agreement and the Option granted herein shall terminate when SCG sends a notice of termination to the Town or if SCG fails to exercise the Option on or before the Option Deadline. In the event that the Town does not obtain a favorable vote to authorize the disposition of the Premises to SCG as set forth in Section 1(b)(v), the Town shall have the right to terminate this Agreement by written notice to SCG and shall return to SCG any deposits held by the Town unless SCG provides the Town with a revised Project scope which addresses any concerns raised at the Special Town Meeting withing sixty (60) days thereof.

(f) **Abandonment; Early Termination.** In the event the Town, in the exercise of its reasonable judgment (considering the length of time typically required to develop affordable housing projects of this type) believes that SCG is not exercising good faith and commercially reasonable efforts to obtain the Permits and/or the Financing, or has abandoned the Project, the Town shall inform SCG of the same in writing. If SCG fails to meet with the Town within thirty (30) days of such notice or, having met the Town, fails to provide reasonably satisfactory evidence that SCG is seeking to fulfill the Preconditions, the Town shall have the right to terminate this Option upon at least sixty (60) days’ notice unless SCG provides such evidence within such sixty (60) day period.

2. **COOPERATION; ASSIGNMENT.**
(a) **Permits.** The Town authorizes SCG and its agents to submit and pursue any and all land use reviews and/or other Permit applications to and with the Town of Sandwich and other regulatory entities as required, pertaining to the construction of the Project on the Premises and the development and operation of Affordable Senior Rental Housing thereon. The Town agrees to sign such applications and use good faith efforts to cooperate with SCG, at SCG’s expense, in the role of property owner but not as an applicant or project developer and will execute such applications as owner only. However, SCG acknowledges that the Town has no control over and cannot guarantee that Permits required from municipal boards or officers within their statutory or regulatory authority will be granted or fees waived.

(b) **Assignment.** SCG shall not assign this Agreement or any of its rights hereunder without prior written consent of the Town, which may be withheld in the Town’s sole and absolute discretion, except that SCG may assign this Agreement to a limited liability company or limited partnership created by SCG for the purpose of acquiring title to the Premises and obtaining the Financing, including but not limited to funds generated through the use of Low Income Housing Tax Credits.

3. **DUE DILIGENCE.**

(a) **Right of Entry.** SCG shall have until 4:00 pm. on the last day of the Option Term (the “Inspection Deadline”) to inspect the Premises and satisfy itself as to the condition thereof. The Town hereby grants SCG and its employees, agents, and contractors the right during the Option Term to enter onto the Premises for the purpose of making surveys, reports, analyses and assessments, including soil testing, provided that SCG shall not conduct any subsurface tests without the Town’s prior written consent, not to be unreasonably withheld, and shall promptly restore the Premises to their condition prior to any such disturbance, at SCG’s expense. SCG shall notify the Town at least three (3) business days in advance of the date that such inspections shall be conducted. In no event shall SCG bring onto, place, store, release or otherwise dispose of oil, hazardous materials, toxic substances or other materials prohibited or regulated under G.L. c.21E and/or regulations thereunder (“Hazardous Materials”) on or about the Premises in violation of applicable laws and regulations.

(b) **Release.** SCG assumes all risks related to the entry on the Premises, which are made available in their “AS IS” condition. The Town expressly disclaims any and all representations and warranties about the condition of the Premises or the suitability of the Premises for the proposed use. SCG, for itself and the other SCG Parties, hereby releases and shall make no claim or demand of loss, cost, or liability from the Town and/or its officers, employees, agents, contractors and others acting by or through the Town (collectively, with the Town, the “Indemnified Parties”) for any harm or injury to SCG or its agents, employees, contractors, consultants, invitees and others acting by or through SCG (collectively, with SCG, the “SCG Parties”) arising out of or relating to the entry thereon and/or the exercise of the rights granted hereunder except to the extent the same is caused by the Town’s gross negligence.

(c) **Indemnification.** SCG shall defend, indemnify, and hold harmless the Indemnified Parties from and against all costs, losses, liabilities, expenses, claims, allegations,
and demands (including fees for attorneys and other professionals), including those for personal
injury or property damage, arising out of, caused by, or relating to: (a) the exercise by any of the
SCG Parties of any rights granted by the Town hereunder; or (b) any act or omission of any of
the SCG Parties on or about the Premises; and (c) damage to any property of the Town or third
parties adjoining or adjacent to the Premises. SCG shall use proper care in the performance of
their tasks so as not to cause damage to the Premises or any other property. Further, SCG shall
hold harmless, protect, indemnify and defend the Town, and those claiming Town, from and
against any and all liability, loss, damage, costs, expenses (including, without limitation,
reasonable attorneys' fees and expenses), causes of action, suits, claims, demands or judgments of
any nature in any way suffered, incurred, or paid as a result of any release or threatened release of
any Hazardous Material by any of the SCG Parties and any and all costs and expenses incurred in
connection with any cleanup, remediation removal or restoration work required by any federal,
state or local governmental authority because of the presence of any Hazardous Material on or
about the Premises to the extent that SCG caused or contributed to such environmental occurrence.
Notwithstanding the foregoing, SCG shall not be liable for the mere discovery of any existing
condition.

(d) Insurance. SCG shall obtain comprehensive liability insurance, including
coverage for bodily injury, wrongful death and property damage, in the minimum amount set
forth herein to support the obligations of SCG under the terms and conditions of this Agreement
to indemnify, defend and hold harmless the Town during any such entry: General Liability:
$1,000,000.00/occurrence, $3,000,000.00/aggregate; Bodily Injury Liability:
$1,000,000.00/occurrence, $3,000,000.00/aggregate. The insurance coverage required hereunder
shall be issued by insurance companies licensed in Massachusetts and having a Best's rating of
A- or better. Prior to entering the Premises for any reason, SCG shall provide the Town with a
copy of the policy indicating the Town is an additional insured on the policy and showing
compliance with the foregoing provisions.

(e) Property Objections. Notwithstanding anything in this Agreement to the contrary,
SCG shall have the right to terminate this Agreement if SCG is not satisfied with the condition of
the Premises (including, without limitation, review of existing site conditions, results of any
environmental phase studies, wetlands delineations, traffic studies, geotechnical studies, utility
availability surveys, or the presence of any Hazardous Materials, on the Premises) by giving the
Town written notice thereof on or before the Inspection Deadline. In the event that SCG
exercises the Option, SCG shall be deemed to have approved the condition of the Premises as of
the Inspection Deadline, and shall have no right to object thereto, unless SCG includes with the
Notice of Exercise any objections it may have regarding the condition of the Premises and
provides the Town with results of any tests, inspections, and other due diligence evidencing the
same (the "Property Objections"). Nothing herein shall prevent SCG from objecting to any
property or environmental condition arising or occurring after the Inspection Deadline that may
materially impair the development of the Project on the Premises ("New Property Matters").

(f) Title Objections. SCG shall order an instrument survey and a title commitment for
Owner’s Title Insurance (the "Title Commitment") from a title company selected by SCG,
together with copies of all exception documents referenced in the Title Commitment. SCG shall
have until the Inspection Deadline to disapprove matters disclosed by such survey and/or the
Title Commitment that are reasonably likely to materially impair the development of the Project on the Premises (the “Title Objections”). In the event that SCG exercises the Option, SCG shall be deemed to have accepted the Title Objections existing as of the date of the Title Commitment unless SCG indicates in reasonable detail the nature and reasons for SCG’s Title Objections in the Notice of Exercise, and includes a copy of the Title Commitment and exceptions documents. Any title matters not included in the Title Objections shall be deemed to be permitted exceptions. Nothing herein shall prevent SCG from objecting to any matter affecting the title to the Premises that arises after the date of the Title Commitment and may materially impair the development of the Project on the Premises (the “New Title Matters”).

(g) Tenants, Encumbrances. The Town shall not rent or otherwise permit the occupancy of the Premises by any tenants or encumber the Premises that will extend beyond December 31, 2021, unless extended at Town’s option as a result of SCG’s application for federal or state low income tax credits failing to be approved. The date which is 180 days prior to closing date. The Town shall be responsible for any payments for relocation due pursuant to applicable laws.

4. TERMS OF PURCHASE AND SALE AGREEMENT.

The Town’s obligation to convey the Premises shall be subject the following terms:

(a) Price. Upon exercise of the Option by SCG, and the Town’s receipt of the Documentation, this Agreement shall convert to a purchase and sale agreement whereupon the Town agrees to sell and convey the Premises to SCG, or to an entity to be created by SCG, for consideration of a total purchase price of One Million Two Hundred Sixty-Five Thousand Dollars ($1,265,000.00) to be paid to the Town as follows: At the commencement of Phase I- $215,000.00, Phase II- $450,000.00 and Phase III- $600,000.00. In addition, if the Community Preservation Funds are awarded to SCG, SCG will reimburse the Town an amount no more than $25,000 per year for payments of operating costs to maintain the Premises prior to closing (the “Reimbursement Deposits”). The accumulated Reimbursement Deposits will be applied to the purchase price for Phase I. SCG has paid a Proposal Deposit of $50,000.00 which will be applied to the purchase price for Phase I, or at SCG’s option, it may be applied to other development deposits or fees. The Proposal Deposit and any Reimbursement Deposits shall be refundable to SCG in the event that SCG terminates this Agreement pursuant hereto.

(b) Closing. The deed shall be delivered and the closing shall occur within ninety (90) days from the Option Exercise Date, at the time and place set forth in the Notice of Exercise or as other mutually agreed to by the parties, which date may be extended by mutual agreement of SCG and the Town. Time is of the essence.

(c) Possession. Full possession of the Premises is to be delivered to SCG at the time of the delivery of the deed free of tenants and/or occupants, said Premises to be then substantially in the same condition in which they now are reasonable use and wear and damage from casualty excepted. SCG shall have the right to inspect the Premises for compliance with this paragraph prior to delivery of the deed upon reasonable notice to the Town.
(d) **Condition of Premises.** SCG acknowledges and agrees that it has been provided sufficient opportunity to inspect the Premises, and that, by delivering the Notice of Exercise, SCG agrees to acquire the Premises in its “AS IS” condition, WITH ALL FAULTS, IF ANY, AND WITHOUT ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, other than as set forth in the Notice of Exercise, or for the New Property Matters and the New Title Matters or other than as expressly set forth in this Agreement. SCG acknowledges and agrees that neither the Town nor any agents, representatives, or employees of the Town have made any representations or warranties, direct or indirect, oral or written, express or implied, to SCG or any agents, representatives, or employees of SCG with respect to the condition of the Premises, its fitness for any particular purpose, or its compliance with any laws, and SCG is not aware of, and does not rely upon any such representation to any other party. SCG and the Town acknowledge and agree that SCG shall have the opportunity to make such inspections of the Premises as it deems necessary or appropriate to ensure that no New Property Matters arise or occur prior to the Closing.

(e) **Cure Rights.** Notwithstanding the foregoing, in the event SCG has notified the Town of any Title Objections or Property Objections in a timely manner, or if SCG notifies the Town of any New Title Matters or New Property Matters, the Town shall use reasonable efforts to attempt to cure such defects in title or Property conditions, in which event the closing shall be extended for sixty (60) days to enable the Town to cure such matters (the “Cure Period”). In no event, however, shall reasonable efforts require the Town to expend more than $5,000.00 to cure Title Objections or $10,000 to cure Property Objections, including attorneys’ fees. In the event that the Town fails to effectuate such cure within the Cure Period, then this Agreement shall terminate, without recourse to the parties, unless SCG shall notifies the Town in writing, within ten (10) days from the expiration of the Cure Period, of its election to waive such objections and matters and its agreement to accept the Premises in their AS-IS condition, without reduction in the purchase price, in which case this Agreement shall continue in full force and effect.

(f) **Land Development Agreement.** The Town shall convey the Premises subject to a land development agreement (the “LDA”) to be entered into by the parties, which the parties shall execute at the closing and record with the registry of deeds immediately after the recording of the deed and prior to any mortgages or other liens. The parties shall work together in good faith to agree on the form of LDA within thirty (30) days from the date hereof and attach the agreed upon form of LDA as Exhibit B hereto. Said LDA shall govern the development of the Premises and require, among other things, that:

(i) **Approved Plans.** The Town approves the preliminary site plans attached hereto as Exhibit A (the “Preliminary Plans”). SCG shall prepare plans and specifications for the construction of the Project and for any work done or improvements made on or to the Premises, showing in detail the location, layout and size of the units, the landscaping, and all other improvements to be constructed on the Premises. The Units must contain complete living facilities including but not limited to a stove, kitchen cabinets, and plumbing fixtures. SCG shall submit the plans and specifications to the Board of Selectmen for its approval (the “Approved Plans”), not to be unreasonably withheld. The plans and specifications shall be submitted to the Board of Selectmen simultaneously with submission to the Zoning Board of
Appeals in connection with the application of a Comprehensive Permit pursuant to General Laws c. 40B, or, if SCG does not seek a Comprehensive Permit, at least sixty (60) days prior to the closing. If the Board of Selectmen disapproves of the plans and specifications, the Board of Selectmen shall give SCG an itemized statement of reasons for disapproval within thirty (30) days. SCG shall use reasonable efforts to cause such item to be appropriately revised as soon as possible after receipt of such notice of disapproval and resubmit the same to the Board of Selectmen for approval pursuant to this Section. SCG and the Town agree to cooperate reasonably and in good faith with each other to resolve any objections of the other to such items and/or requested modifications by the other. If no response is received from the Town within thirty (30) days, the plans and specifications shall be deemed approved by the Board of Selectmen. SCG acknowledges and agrees that the review of the Approved Plans by the Board of Selectmen shall be independent of, and not substitute for, any review of the Project required under the Town of Sandwich’s General and Zoning Bylaws or any permits.

(ii) **Construction Schedule.** SCG shall, at its sole cost and expense, construct the Project on the Premises. In the event that there are any upgrades to the wastewater treatment facility necessary for the Project, SCG shall be solely responsible for those costs. SCG shall commence the Project within sixty (60) days from the date on which the deed from the Town to SCG is recorded with the Registry and complete said construction pursuant to the LDA.

(iii) **No Transfer.** Until the Project has been substantially completed, SCG shall not convey or transfer the Premises or any portion thereof to any person or entity other than a limited liability company or limited partnership formed for the sole purpose of obtaining the Financing required for the Project and the rental of the individual Units.

(iv) **Building.** SCG agrees that it will file the required Project Notification Form with the MassHistoric Commission for the Project including, without limitation, the proposed demolition of a portion of the Building. SCG agrees that it will preserve the exterior façade of the remaining portion of the Building (other than the portion of the Building that SCG is demolishing), and will grant to the Town a permanent historic preservation restriction, in accordance with the provisions of G.L. c. 184, s. 31-33 and in a form to be acceptable by Massachusetts Historic Commission. If SCG determines that it is not practically feasible to protect the exterior façade of the remaining portion of the Building as planned, despite good faith and commercially diligent efforts, it shall inform the Town of Sandwich Board of Selectmen and the Historical Commission of the same in writing at least thirty (30) days prior to making any changes thereto, setting forth in detail the changes that SCG proposes to make to the exterior, and obtain approval for such changes as part of the Comprehensive Permit process. SCG agrees that any and all preservation, restoration and rehabilitation of the Building must be completed in accordance with applicable state, federal, and local laws, by-laws and codes and regulations, as modified by the Comprehensive Permit.
(g) **Affordable Housing.** The Town shall convey the Premises to SCG subject to a restriction requiring the Premises be used solely and permanently for Affordable Senior Rental Housing purposes on the terms set forth herein:

(i) **Eligible Tenants:** All of the Units shall be rented to households comprised of at least one individual 62 years of age or older and the Affordable Units shall be rented to households earning no more than sixty percent (60%) of the median income in the Metropolitan Statistical Area that includes the Town of Sandwich, as defined by HUD, adjusted for household size (the "Eligible Tenants"), and SCG shall rent the Affordable Units to Eligible Tenants at rents acceptable to the Massachusetts Department of Housing and Community Development ("DHCD") under the Chapter 40B regulations and Guidelines, within six (6) months of the issuance of a Certificate of Occupancy;

(ii) **Affordable Housing Restriction:** SCG shall, with the deed to the Premises, record an affordable housing restriction, in form and substance reasonably acceptable to the Town and to DHCD for inclusion of the Units in the Town of Sandwich's subsidized housing inventory, enforceable by the Town and DHCD in perpetuity, meeting the requirements of G.L. c. 184, §§ 26, 31 and 32 (the "Affordable Housing Restriction"). The Affordable Housing Restriction shall be recorded prior to any mortgages or other liens on the Premises, and shall have priority over the same;

(vi) **Local Preference:** SCG shall make the Units available to Eligible Tenants who are residents of Barnstable County or the Town of Sandwich a local preference program, to the extent permitted by law; and

(vii) **Monitoring Services:** SCG shall engage the services of a monitoring agent reasonably satisfactory to the Town to market the Units and conduct a lottery to find Eligible Tenants.

(h) **Adjustments.** A payment in lieu of taxes shall be paid in accordance with G.L.c.44, §63A, as of the day of the conveyance of the property and the net amount thereof shall be added to the purchase price payable by SCG at the time of delivery of the deed.

(j) **Casualty Loss.** The Town shall keep the Premises insured until the day of closing as presently insured. In the event that all or a substantial part of the Premises is damaged or destroyed by fire, vandalism or other casualty, SCG may, at its option, terminate this Agreement, whereupon all deposits made by SCG under this Agreement shall be returned. "Substantial part" shall be defined as that portion of the Premises which if damaged or taken by eminent domain would materially and adversely affect the use of the Premises for the purposes set forth herein.

(k) **Reciprocal Easement Agreement.** SCG and the Town agree to execute and record with the deed a Reciprocal Easement Agreement for all necessary construction easements, shared use of the driveway on the north side of the Premises for access to and egress from the
 Premises, to provide SCG with the right to connect the Project to the adjacent wastewater treatment facility and for a driveway easement in the area shown as “Easement Area” on the Preliminary Plans, and for an access easement to the septic leaching fields off Water Street otherwise as may be necessary for the construction and operation of the Project.

5. MISCELLANEOUS.

(a) Execution by all Parties. This Agreement shall not become effective and binding until fully executed by SCG and the Town.

(b) Notice. Any notice required or permitted to be given under this Agreement shall be in writing and signed by the party or the party's attorney or agent and shall be deemed properly given upon the earlier of: (1) two (2) business days after deposit with the United States Postal Service, if sent by registered or certified mail, return receipt requested, postage prepaid; (ii) one (1) business day after deposit with an express courier service such as Federal Express; (iii) actual receipt, or (iv) confirmed facsimile transmission (provided such facsimile notice is promptly followed by other acceptable means of sending notice), addressed to the parties at the address set forth above, with a copy to the party's attorney: for notices to the Town, send copy to: Vicki S. Marsh, Esq., KP LAW, P.C., 101 Arch Street, Boston, MA 02111, telephone: (617) 556-0007, facsimile: (617) 654-1735, and, for notices to SCG, send copy to: Kurt A. James, Esq., KJP Partners, LLP, 175 Federal Street, Suite 1440, Boston, Massachusetts 02110, telephone (617) 409-5398.

(c) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.

(d) Recordation. Neither this Agreement nor any notice thereof shall be recorded in any Registry of Deeds or filed with any Land Court Department of any Registry of Deeds. Any such recording shall constitute an act or event of default, and in that event all of the rights under this Agreement shall immediately and automatically terminate.

(e) Headings. The headings inserted at the beginning of each paragraph and/or subparagraph are for convenience of reference only and shall not limit or otherwise affect or be used in the construction of any terms or provisions hereof.

(f) Broker. The parties represent to each other that no broker, realtor, person, firm, or corporation is entitled to a fee arising from this Agreement. The party through or from which any brokerage claim arises shall save, defend and hold the other harmless from such claim.

(g) Entire Agreement. This Agreement contains all of the terms, promises, covenants, conditions and representations made or entered into by or between the Town and SCG and supersedes all prior discussions and agreements whether written or oral between the Town and SCG with respect to the Option and all other matters contained herein and constitutes the sole and entire agreement among the Town and SCG with respect thereto. This Agreement may not be modified or amended unless such amendment is set forth in writing and executed by both the Town and SCG with the formalities hereof.
IN WITNESS WHEREOF, the parties hereto have signed this Agreement as of the date set forth above.

TOWN OF SANDWICH,
By its Board of Selectmen


SCG DEVELOPMENT PARTNERS, LLC

By: ______________________________
Name: 
Title: Manager

By: ______________________________
Name: 
Title: Manager
EXHIBIT A
(Attach Approved Site Plan)
EXHIBIT B
(Attach form of LDA)
HENRY T. WING RESIDENCES
cultivating community one neighbor at a time

E-ICON
ARCHITECTURE

SCG
DEVELOPMENT
C.H.O.I.C.E
First Floor Plan Option A

First Floor: 17,530 GSF
Second Floor: 6,920 GSF
Building Total: 24,459 GSF, Track not included in area.
Second Floor Plan Option A
### BOARD OF SELECTMEN MEETING SCHEDULE
#### SUMMER & FALL 2020

<table>
<thead>
<tr>
<th>Date</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>June 4</td>
<td>No Meeting</td>
</tr>
<tr>
<td>June 9</td>
<td>Meeting – Public Outreach Session for ATM</td>
</tr>
<tr>
<td>June 11</td>
<td>Meeting – Public Outreach Session for ATM</td>
</tr>
<tr>
<td>June 15</td>
<td><strong>ANNUAL TOWN MEETING</strong></td>
</tr>
<tr>
<td>June 18</td>
<td>No Meeting</td>
</tr>
<tr>
<td>June 25</td>
<td>Meeting</td>
</tr>
<tr>
<td>July 2</td>
<td>No Meeting</td>
</tr>
<tr>
<td>July 9</td>
<td>Meeting</td>
</tr>
<tr>
<td>July 16</td>
<td>No Meeting</td>
</tr>
<tr>
<td>July 23</td>
<td>Meeting</td>
</tr>
<tr>
<td>July 30</td>
<td>No Meeting</td>
</tr>
<tr>
<td>August 6</td>
<td>Meeting</td>
</tr>
<tr>
<td>August 13</td>
<td>No Meeting</td>
</tr>
<tr>
<td>August 20</td>
<td>Meeting</td>
</tr>
<tr>
<td>August 27</td>
<td>No Meeting</td>
</tr>
<tr>
<td>September 3</td>
<td>Meeting</td>
</tr>
<tr>
<td>September 10</td>
<td>No Meeting</td>
</tr>
<tr>
<td>September 17</td>
<td>Meeting</td>
</tr>
<tr>
<td>September 24</td>
<td>No Meeting</td>
</tr>
<tr>
<td>October 1</td>
<td>No Meeting</td>
</tr>
<tr>
<td>October 8</td>
<td>Meeting</td>
</tr>
<tr>
<td>October 15</td>
<td>No Meeting</td>
</tr>
<tr>
<td>October 22</td>
<td>Meeting</td>
</tr>
<tr>
<td>October 29</td>
<td>No Meeting</td>
</tr>
<tr>
<td>November 5</td>
<td>Meeting</td>
</tr>
<tr>
<td>November 12</td>
<td>No Meeting</td>
</tr>
<tr>
<td>November 16</td>
<td><strong>POTENTIAL SPECIAL TOWN MEETING...IF NEEDED</strong></td>
</tr>
<tr>
<td>November 19</td>
<td>Meeting</td>
</tr>
<tr>
<td>November 26</td>
<td>No Meeting – Holiday</td>
</tr>
<tr>
<td>December 3</td>
<td>Meeting</td>
</tr>
<tr>
<td>December 10</td>
<td>No Meeting</td>
</tr>
<tr>
<td>December 17</td>
<td>Meeting</td>
</tr>
<tr>
<td>December 24</td>
<td>No Meeting – Holiday</td>
</tr>
<tr>
<td>December 31</td>
<td>No Meeting – Holiday</td>
</tr>
<tr>
<td>January 7</td>
<td>Meeting</td>
</tr>
</tbody>
</table>
Hi Kathy,

I have three new Associate Conservation Commissioners and one who is now a Conservation Commissioner.

Conservation Commissioner, Cameron Murphy, 6 Haystack Lane, Sandwich 02563, voted at 6/24/20 mtg

Conservation Commission, Associate Member, Hillary Foglia, 51 Mill Road, East Sandwich 02537, voted at 7/1/20 mtg

Conservation Commission, Associate Member, Roy Anderson, P.O. Box 959, Sagamore Beach 02562, voted at 7/1/20 mtg

Conservation Commission, Associate Member, Jason Heyer, 9 Powderhorn Way, Sandwich 02563, voted at 7/1/20 mtg

Let me know if you need anything else.

Heidi
Have a wonderful day 😊

Heidi Hawkins
Administrative Assistant, Department of Natural Resources
16 Jan Sebastian Drive
Sandwich, MA 02563

P-508-833-8054
F-508-833-0018

New email address: hhawkins@sandwichmass.org
Name | Hillary Foglia
---|---
Telephone | 508-864-1034
Email | hillaryfoglia@gmail.com
Address | 51 Mill Road
City | East Sandwich
State | Massachusetts
Zip Code | 02537

**Occupation / Background / Experience**
I have worked for an Ecological Restoration company for the past 6 years. I started in the company managing the native plant nursery and worked my way to Senior Estimator and Purchasing agent. I also have my degree in Landscape Architecture from the College of Natural Resources and the Environment at University of Massachusetts, Amherst.

**Board or Committee**
Conservation Committee

**Other**
*Field not completed.*

**Are you a resident of Sandwich?**
Yes

Email not displaying correctly? [View it in your browser](http://www.symanteccloud.com)
Serve Your Community

<table>
<thead>
<tr>
<th>Name</th>
<th>Roy Anderson</th>
</tr>
</thead>
<tbody>
<tr>
<td>Telephone</td>
<td>978-857-3868</td>
</tr>
<tr>
<td>Email</td>
<td><a href="mailto:roy-anderson@comcast.net">roy-anderson@comcast.net</a></td>
</tr>
<tr>
<td>Address</td>
<td>341R Phillips Road</td>
</tr>
<tr>
<td>City</td>
<td>Sandwich</td>
</tr>
<tr>
<td>State</td>
<td>MA</td>
</tr>
<tr>
<td>Zip Code</td>
<td>02563</td>
</tr>
</tbody>
</table>

**Occupation / Background / Experience**

Chief Procurement and Digital Transformation Officer for Tradeshift. 40 years experience in supply chain management for F100 companies including Raytheon, Fidelity Investment, John Hancock, and MetLife. Go-founder of a B2B spend management company. Community involvement includes board of directors for: The Lowell YMCA, Merrimack Repertory Theater, President of the Lowell Kiwanis, Moderator Christ Church United Dracut MA. Former SCM Adjunct Professor at SNHU, Rutgers University, Northeastern University. BS and MBA Babson College Wellesley MA.

**Board or Committee**

Conservation Committee

**Other**

Field not completed.

**Are you a resident of Sandwich?**

Yes

Email not displaying correctly? [View it in your browser](#)
Serve Your Community

<table>
<thead>
<tr>
<th>Name</th>
<th>Jason Heyer</th>
</tr>
</thead>
<tbody>
<tr>
<td>Telephone</td>
<td>774-313-0953</td>
</tr>
<tr>
<td>Email</td>
<td><a href="mailto:jason@brackeneng.com">jason@brackeneng.com</a></td>
</tr>
<tr>
<td>Address</td>
<td>9 Powderhorn Way</td>
</tr>
<tr>
<td>City</td>
<td>Sandwich</td>
</tr>
<tr>
<td>State</td>
<td>MA</td>
</tr>
<tr>
<td>Zip Code</td>
<td>02563</td>
</tr>
<tr>
<td>Occupation / Background / Experience</td>
<td>Surveyor at Bracken Engineering Inc. Bachelor in Arts, Geography Major with an Environmental Concentration.</td>
</tr>
<tr>
<td>Board or Committee</td>
<td>Conservation Committee</td>
</tr>
<tr>
<td>Other</td>
<td>Field not completed.</td>
</tr>
<tr>
<td>Are you a resident of Sandwich?</td>
<td>Yes</td>
</tr>
</tbody>
</table>

Email not displaying correctly? [View it in your browser](http://www.symphantecloud.com)
Hi Kathy,

I heard from Maria that she would like to be appointed to the open regular member slot.

Kind regards,
Lisa

Begin forwarded message:

From: Lisa Hassler <lisa@historichomescapecod.com>
Subject: Re: Historic Commission membership
Date: June 23, 2020 at 2:36:16 PM EDT
To: "Coggeshall, Kathy" <kcoggeshall@sandwichmass.org>

Hi Kathy,

Greg Antman would like to be renewed for another term.

Bill Daley would like to change to an alternate.

Matt Schimmel would like to be renewed for another term.

Ellen Carlson would like to be renewed for another term as an alternate

Joanne Richardson would like to be renewed for another term as an alternate

Richard Claytor would like to be renewed for another term as an alternate

I am checking with Maria Nye to see if she would like to be a regular member since we would have one slot open with Bill stepping down into an alternate position.

Hello!

Well work-life is back to semi-normal. We opened the doors to the public today so we will be staggering our work days. To that end, appointment time is coming upon us. Below is the list of members of your committee according to the Town Clerk’s Office.
Can you please reach out to your committee members and let me know if there are any changes/corrections to this list and if all wish to be re-appointed.
It will most likely being on the Board’s agenda mid/end of June.
Thank you for your assistance with this as always. Please stay safe and be well.
Kathy

<table>
<thead>
<tr>
<th>Term</th>
<th>Status</th>
<th>Board Member</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
PROCLAMATION

Whereas, the inhabitants of the Town of Sandwich are enthusiasts of ice cream sandwiches and are seekers of joy in the simple things in life; and

Whereas there is a big kid in all of us; and

Whereas, the Town of Sandwich wants to give all New Englanders the chance to reconnect with the simplicity of their youth; and

Whereas, these small things bring so much joy and stir up comforting memories- the excitement of heading to Beaches of Cape Cod Bay, the smell of Sunday breakfast cooking, the feeling of sand in your toes and the sweet taste of a creamy ice cream sandwich; and

Whereas, Sunday, August 2, 2020 is celebrated as National Ice Cream Sandwich Day.

Now, therefore, we, the Board of Selectmen, of Sandwich, Massachusetts, do hereby lay the town seal by our hand and proclaim the Town of Sandwich will be "Ice Cream Sandwich Day" for one day on Sunday, August 2, 2020.

____________________  ____________________
Signature             Signature

____________________  ____________________
Signature             Signature

____________________
Signature

Sandwich Board of Selectmen
July 8, 2020