BOARD OF SELECTMEN & COUNCIL ON AGING AGENDA
July 23, 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 – 7/9/20
4. Town Manager Report
5. Correspondence / Statements / Announcements / Future Items / Follow-up

Recommended Council on Aging Appointments – Neal O’Brien, John Vibberts

7. Old Business
   - Draft License Agreement with Cape Cod Disc Golf
   - Planned September $10 Million Bonding of Road Bond, Sandwich Public Library, & Center for Active Living Projects
   - Other Matters Not Reasonably Anticipated by the Chairman

[Signature] 7/21/2020
8. New Business
   - Recommended Alternate Appointment to Zoning Board of Appeals – John R. Casali
   - 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: 8/6/20

[Signature] 7/6/2020
Present: M. Miller, B. George, S. Hoctor, C. Holden
G. Dunham, Town Manager; Heather Harper, Assistant Town Manager

Mr. Miller 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

REVIEW AND APPROVAL OF MINUTES
Mr. George moved to approve the June 25, 2020 minutes. Mr. Hoctor seconded. Approved unanimously by roll call vote.

PUBLIC FORUM
None.

TOWN MANAGER REPORT
1. Finance Committee will be meeting on July 21.
2. The insurance – liability, property, and workmen’s comp – is carried by Massachusetts Interlocal (MIA). The insurance requires providing workshops and training throughout the year and gives a monetary credit on the following year’s bill. This year’s credit is $43,300, the most it has ever been. Linda Kiley has done an incredible job coordinating it all.
3. The Forestdale Fire Station is to be auctioned off on Friday, August 28 at 1 PM at the site. There will be an open house on August 22 from 11 AM to 1 PM and it will be open from 11:30 AM to 1 PM on the day of the auction.
4. Progress is being made at the library; the design is nearly done and they are close to completing construction documents. There was a phone call and will be a meeting tomorrow to discuss the temporary relocation.
5. The general contract documents are ready for 100 Rte. 6A. If all goes well, work can begin in August or September. The DPW had agreed to do some demolition and paving of the parking lot. They did look for quotes to see if it would be less expensive to sub the project. Condon Excavating will be helping with the demolition.
6. The Planning Office forwarded a request for Selectmen to appoint a Local Comprehensive Planning steering committee. The Planning Board has recommended several people to serve.

CORRESPONDENCE/STATEMENTS/ANNOUNCEMENT
Mr. Miller announced that Dr. Bob Dutch has retired after 30 years at Upper Cape Tech. He wanted to acknowledge how helpful Dr. Dutch has been. Mr. George wanted to recognize Ms. Harper and Mr. Dunham for facilitating the clean-up of the blueberry patch. Mr. Miller also wanted to acknowledge the beach clean-up
for July 4. Having the dumpster was helpful. Public safety reported that the number of calls was down this year.

STAFF MEETING

Request to Extend Existing Entertainment License: Outdoor patio at Tomatoes Italian Grill 280 Rte. 130 Unit C, Marc Petralia, Manager. Mr. Petralia is requesting to extend his existing entertainment license to his patio. The entertainment would only be acoustic guitar and piano. This has been approved with positive input. If the current license already covers the outside, extending it would be all right. There are some others who might be interested, but are not covered for outside; these would need to come before the Board.

Questions/Comments from the Board Mr. George commented that the Board is likely to see a few of these. He wanted to know how long this would be valid and is it temporary. Mr. Dunham responded that Mr. Petralia’s request is for a permanent extension. The State is slow in reviewing these and special permit would be required for others; probably not many would want to go through the process. Mr. Hoctor expressed concern that too many would be requested and how would the Board reel it back in”. Mr. Dunham said he did not think there would be too many and outdoor eating will end on November 1. Mr. Miller commented that some restaurants were using their parking lots for outside spaces; they will not be used when things get back to normal.

Mr. Hoctor moved that the Board grant the extension to the entertainment license for Tomatoes Italian Grill as written. Mr. Holden seconded. Approved unanimously by roll call vote.

OLD BUSINESS

COVID-19 Command Team Update: Mr. Dunham stated that in general the public is wearing masks. The numbers of cases are down substantially – only 3 active cases with one more possible tomorrow. The number of cases was zero two weeks past Town Meeting. As the reopening Phase 3 advances, it will be harder to know the direction this will go. Dave Mason and Chief Burke have been reaching out to businesses. The team’s recommendation is to avoid having in-person committee meetings until September. There are 500 more tests coming and committee members can be tested with the rapid test before the in-person meetings begin. If anyone is positive, they will be followed up with an antibody test. There are enough tests for the approximately 100-150 that would be tested. A larger number of tests will be required for the schools to reopen. Some meeting spaces, like the Sand Hill School, are not conducive to social distancing. Tests will be scheduled over 3 to 4 days. The testing company is sending a full time nurse to do rapid tests, swabs, and blood testing. The eventual goal is to test the general public. So far testing has been paid for by a FEMA reimbursement and a state grant. It might be CARES Act eligible. Hopefully the testing will be before Labor Day, but all school employees must be tested before school can reopen first. Ms. Harper said that employees had been tested in May and she appreciated all Town employees for contributing to maintaining a safe environment. There is a need to develop different policy scenarios for repeat testing for people who might have symptoms or travelled to a place where there might have been an exposure. This will be a consistent plan to keep the workplace healthy. Mr. Miller commented that there are only a few meetings left before September and that the Board should approve the recommendation; approved by consensus.

Budget Updates: Mr. Dunham reported that there is no change yet. There is still no news from the State. There is still a pending Reserve Fund request for up to $240,000. Better numbers will be coming in the next two weeks.

Disposition of the H.T. Wing School and Approval of Option Agreement: Ms. Harper reported that the School Committee has transferred the care and custody of the school to the Selectmen. The Committee also voted to extend the collaborative lease for a month. This vote gives the Selectmen the authority to enter into an option to purchase agreement, which is the first step. It will give the developer site control and allow them to proceed with their permitting process. There will be a possible Land Development Agreement by next
meeting, which will give a lot more detail. The developer has agreed to allow the Collaborative to be at the school until December 2021, but the lease now has to be approved by the Selectmen. They rent and agreement about maintenance will remain the same. The lease for the Collaborative will be ready for the Board’s next meeting. There had been a huge concern for the developer about the uniform relocation regulation, which would require the developer to pay for the costs of the relocation. The developer has stated that they would not pay for that, and that statement is in the option to purchase agreement and the Town has accepted that. The Collaborative has agreed to a hold harmless for the Town and that statement has been added to the documents. Signing the option to purchase will allow the developer to go to the State to apply for site eligibility for affordable housing. Then the permitting will start with the local zoning board. The agreement is in the Selectmen’s box and will need all five signatures. Mr. George moved that the Board of Selectmen accept the care and custody of the H.T. Wing School and approve the Option Agreement. Seconded by Mr. Holden. Approved unanimously by roll call vote.

Center for Active Living Update: The latest design draft is in the Selectmen packets. Mr. Dunham said he is impressed with the architect and the project manager. The goal is to have a joint meeting between the Board and the COA Board with an architecture walk-through. They want to move from schematics to design development and would like authority to move forward. Mr. Miller asked if there is enough money allocated; Ms. Harper said everything looks all right. Mr. Holden thinks it is a great concept. On the plan, the court is wide enough for other activities besides basketball. Option A is better with the larger court and vestibule. A meeting needs to be scheduled.

Summer Meeting Schedule: Mr. Dunham submitted the schedule with the changes made from last meeting.

Other Old Business not reasonably Anticipated: Mr. Miller would like to schedule items for future meetings – green initiative, SEIC, Long Range Plan and maybe other. Mr. Dunham said the Charter Committee would not be formally appointed until it can meet in person. He will reach out to the seven interested people and let them know.

NEW BUSINESS

Appointments to the Conservation Commission: The following people are recommended for appointment: Member – Cameron Murphy; Associate Members – Hillary Foglia, Roy Anderson, & Jason Heyer. Mr. Hoctor moved to accept the recommended appointments as listed. Seconded by Mr. Holden. Approved unanimously by roll call vote.

Appointment to the Historical Commission: Maria Nye has been recommended as a regular member. Mr. Hoctor moved to accept the recommendation that Maria Nye be appointed a member of the Historical Commission. Mr. Holden seconded. Approved unanimously by roll call vote.

Ice Cream Sandwich Proclamation: Ms. Harper reported that on August 2 there will be a truck with free ice cream at the new park. The Board of Selectmen is invited. A proclamation naming August 2, 2020 as National Ice Cream Sandwich Day was read. Mr. George moved that August 2 be named National Ice Cream Sandwich Day. Seconded by Mr. Hoctor. Approved unanimously by roll call vote.

Warrants: They were signed and looked fine.

Other New Business not Reasonably Anticipated: Mr. Dunham reminded Selectmen about making appointments to the Local Comprehensive Planning Steering Committee. Those recommended include: D. Darling, J. Picard, N. Perkins, W. Daley, P. Carroll, J. Finn, J. Fitch, & J. Hall. Mr. Holden recommended the
appointment of LCP Steering Committee members as listed. Mr. George seconded. Approved unanimously by roll call vote.

Mr. Holden reported having attended the School Committee meeting; it was informative and students and former students made a presentation. Mr. Miller reminded the Board that there usually is a tri-board meeting to discuss the upcoming budget, but because the schools are dealing with reopening, it might be better to have it after school starts. Also, the State Budget is needed before discussion on upcoming budget. Mr. Miller asked about increases in expenses because of the reopening plans. Mr. Dunham said that they had planned for some of this in their current budget, but more expenses will likely be necessary. There is some access to State funds. Mr. Holden wanted to clarify that Mr. Hoctor is an appointed alternate liaison to the School Committee and that he and Mr. Hoctor are not a subcommittee. Mr. Holden also asked how the Board would be involved with filling the School Committee vacancy. Mr. Dunham said he had talked with Dr. Gould and that two have applied. Both committees need to vote to appoint, then it goes to the State to confirm. However, because this might not get confirmed until after the November election, legal counsel has said the appointment will be effective because Town Meeting authorized it. Mr. Hoctor had a question whether the appointed person would need to wait for the State approval before being able to serve on the committee. Mr. Dunham said that new member will be able to participate right away.

PUBLIC FORUM

No submissions for comment.

CLOSING REMARKS

Mr. Dunham wanted to acknowledge the recent death of former Superintendent of Schools, Peter Cannone. He said Mr. Cannone was great to work with and he worked tirelessly for the schools. The Town owes him a debt of gratitude and extends sympathy to his family.

ADJOURNMENT

The meeting adjourned at 7:54 PM.

Respectfully submitted,

Susan James

Supporting Documents:
Application to extend entertainment license – Tomatoes Italian Grill (2)
COVID Team Recommendation (1)
Budget (3)
Wing School Option Agreement (15)
Center for Active Living plans (5)
Selectmen meeting schedule (1)
Committee appointments (5)
Ice Cream Sandwich Proclamation (1)
Sandwich Center for Active Living
Schematic Design Presentation July 23, 2020

Bargmann Hendrie + Archetype Inc., Architect
Pomroy Associates, Owner’s Project Manager
Project Accomplishments to Date

Establishment of Core Consultant Team

Owner’s Project Manager Solicitation and Hiring (October 9, 2019 thru early – January 2020)
  - State Mandated Qualifications Process: 9 Firms submitted proposals
  - Interviews: 3 Firms were interviewed
  - Negotiation & Award: Pomroy Associates

Architect/Designer Solicitation and Hiring (January 15, 2020 thru late February 2020)
  - State Mandated Qualifications Process: 5 Firms submitted proposals
  - Interviews: 2 Firms were interviewed
  - Negotiation & Award: Bargmann Hendrie + Archetype, Inc. (BH+ A)
Project Accomplishments to Date

Design and Investigations

- Operational Review and Project Programming: Complete
- Review of Early Concept and Opportunities for Refinement: Complete
- Site Survey: Complete
- Geotech Explorations and Perk Testing: Complete
- Schematic Design (Building and Site): Complete
- Early Departmental Review: Complete
- Schematic Design Cost Estimate: Complete
- Value Engineering (1st round): Complete
- Budget Confirmation (1st Round): Complete
Project Accomplishments to Date

Moving Forward

• Design Progression: Expectation to be bidding the project in December 2020/January 2021
• Periodic Cost Estimates: 2 More estimates scheduled
• Furniture, Fixtures, Equipment & AV: Planning and budgeting.
• Cape Light Compact: Grant opportunities
• Energy Efficiencies and Net Zero Features: Identification of opportunities
• Final Departmental Review
• Shovel in the Ground: Early 2021
• Ribbon Cutting: Late Spring 2022
Volunteering
Assistance with services & operations and bringing new users

Lifelong Learning & the Arts
Intellectual stimulation, learning, personal growth

Wellness & Recreation
Healthy active living for different age groups

Information
Information and service delivery

Socialization
Casual opportunities for social interaction
CAL Space Programming

CoA Entry → CoA admin → Lobby → View to Level 2 → CoA Program Spaces → CoA Support Spaces

- Kitchen Level 1
- Fitness Level 2

Gym

Outdoor Spaces & Patio
Level 1

COA Admin - 980 sf
Public Heath Nurse - 800 sf
Sharing Space
Shares Space
This image shows the exact dimensions of the Sandwich Gym
Typical Mornings
Typical and/or Special Event Evenings
Site Plan
Colored site plan to be provided for Thursday
View of Building Entry & Drop-off
Precedents for accommodating large structures
### Phase I: Feasibility Study and Schematic Design

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### Phase II: Design Development Through Construction

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Hello Kathy,

I understand that the term limits previously in place are not valid. As a result I would like to join the COA Board once again.

Thank you.

Sincerely,
Neal

Neal J. O'Brien
0- 508-888-8952
C- 774-313-8984
July 20, 2020

Town of Sandwich
Board of Selectmen
Attn: Kathy Coggleshall

Please be advised that John Vibberts has requested that he be reappointed to the Town of Sandwich Council on Aging Board (the Board). I have surveyed the members of the Board and they enthusiastically and unanimously support his appointment.

Thank you for your assistance.

Very sincerely,

Patricia Collins
Chair, Council on Aging Board of Directors
Cc: John Vibberts
Hello,

I am working on doing a September Bond for the remaining $4 million for the Road Bond and $10 Million for the COA/Library project. I am structuring the Bond in such that the first payment will be in FY22. The rates are back to historical lows so I would like to take advantage if possible.

We are looking at a tentative dates:

of either August 24th or 25th with S&P
Sale date of September 9th
Selectmen Meeting / Signing of September 17th

Do these dates present any issues?

Thanks,
Bill

Bill Jennings
Finance Director/Treasurer/ Collector
Town of Sandwich

Phone: (508) 888-6508 - Treasurer's Office
(508) 833-8012 - Tax Collector Office
Fax: (508) 888-8655

Please note my new email address: wjennings@sandwichmass.org
LICENSE AGREEMENT

THIS LICENSE AGREEMENT (this "License") is entered into on this 23rd day of July, 2020, by and between the **Town of Sandwich** (the "Town"), acting by and through its Board of Selectmen, having an address of Sandwich Town Hall, 130 Main Street, Sandwich, MA 02563, and **Cape Cod Disc Golf Club, Inc.** ("Licensee"), a nonprofit corporation, having an address of 9 Pond View Drive, Centerville, MA 02632.

WHEREAS, the Town is the owner of record of property known as Oak Crest Cove, located at 34 Quaker Meetinghouse Road, Sandwich, Massachusetts, more particularly described in a deed recorded with the Barnstable County Registry of Deeds in Book 16320, Page 215 (the "Property"). The Premises subject of this License, containing 15 acres, more or less, consists of that portion of the Property shown on the Course Locus Map, attached hereto as Exhibit A;

WHEREAS, Licensee has requested the Town to grant Licensee a license allowing Licensee to install, construct, operate and maintain a disc golf course on the Premises; and

WHEREAS, the Town is amenable to granting Licensee permission to install, construct, operate and maintain a disc golf course on the Premises, subject to the terms set forth herein.

NOW, THEREFORE, for good and valuable consideration, the parties agree as follows:

1. **USE, PURPOSE, TERM.** The Town hereby grants Licensee and its agents, representatives, employees and invitees a license to install, construct, operate and maintain an 18-hole disc golf course (the "course") at the Premises for the use of the Licensee, representatives and agents of the Licensee, and members of the public.

   The Term of this License shall commence on July 23, 2020, and continue until December 31, 2022, unless sooner terminated in accordance with the provisions of Section 10 below (the "Term"). Such entry and use shall be further limited by the provisions of Section 4.

2. **CONSIDERATION.** In consideration for this License, Licensee shall pay a fee of $1.00 per annum and shall bear all costs and expenses associated with the exercise of the rights granted hereunder, together with the observation and performance by Licensee of all the obligations and covenants set forth within this License to the reasonable satisfaction of the Town.

3. **CONDITION OF THE PREMISES.** Licensee accepts the Premises, in its "as is" condition for the purpose of this License, and acknowledges and agrees that the Town has made no representations or warranties regarding the fitness of the Premises or its suitability for the intended use thereof. In no event shall the Town be responsible or liable for the condition of the Premises or the Property, including security; the course shall at all times be the sole responsibility of Licensee. The provisions of this Section shall survive the termination of this License.
4. **LICENSEE'S CONDUCT.** During the exercise of the rights hereby granted, Licensee shall at all times observe and obey directives of the Town and its duly designated representatives, as well as all applicable laws, statutes, by-laws, regulations and permitting or licensing requirements. Licensee shall not disturb or damage the Premises, any improvements thereon, and shall repair any and all damage to the Premises and/or any improvements caused by the act, omission or negligence of Licensee, its contractors, agents, representatives, employees, invitees and/or permittees (with Licensee, the “Licensee Parties”). This obligation shall survive the expiration or termination of this License.

5. **CONSTRUCTION OF THE COURSE.** Before Licensee installs the course, the Licensee shall provide the Town with plans and specifications of the proposed course, and obtain the Town’s prior written consent thereof (the “Approved Plans”), which shall be attached hereto as Exhibit B. The course shall be substantially the same as the course shown on the Approved Plans. Licensee shall not make any alterations to the Premises except as permitted by the Approved Plans without the Town’s prior written consent, which may be withheld in its sole discretion.

Licensee shall, through its members and volunteers, lay out and selectively construct the course at the Premises, as follows:

A. Licensee shall clearly flag the layout of all eighteen holes of the course, including the limit of work. The layout, marked and limited clearing areas will be inspected and approved by the Director of Natural Resources, Director of Recreation and Tree Warden.

B. The Director of Recreation will issue a notice to proceed with clearing for no more than two fairways of the course at a time.

C. Following the successful marking and clearing of the first two fairways, the Director of Recreation will authorize clearing of up to two more course holes.

D. This sequence of work, inspection and authorization will continue in stages until all eighteen holes are cleared of small trees, undergrowth and shrubbery in the “Fairway Areas,” as shown on the Approved Plans.

E. Licensee may remove trees up to 5’ caliper and 30’ tall.

F. Chain saws and power trimmers may be used when an approved landscape/tree professional is on site. The approved landscape/tree professional shall submit an OSHA 10 certification, Chain Saw Safety Certification, and will demonstrate recent experience overseeing a work crew.

G. All Licensee volunteers must sign a waiver of liability, in the form attached hereto as Exhibit C, in advance of the performance of any work at the Premises. If volunteers are found to be working at the Premises without a signed waiver, this is cause for termination of this License.

Licensee shall procure all necessary permits before installing the course, and cause all work to be performed in a good and workmanlike manner, and in accordance with the
requirements of insurers. Licensee shall at all times comply with the Approved Plans and all applicable local, state and federal laws, rules, regulations and by-laws.

Licensee shall not permit any mechanics’ liens, or similar liens, to remain upon the Premises for labor and material furnished to Licensee or claimed to have been furnished to Licensee in connection with work of any character performed or claimed to have been performed at the direction of Licensee and Licensee shall cause any such lien to be released of record forthwith without cost to the Town. All laborers and materialmen furnishing labor and materials for the work shall release the Town from any and all liability. If Licensee does not perform the work itself, it shall employ responsible contractors to perform the work.

6. **OPERATION OF THE COURSE.** The following shall govern the operation of the course:

A. Licensee shall be responsible for the maintenance of the course, including all features thereof, upkeep, replacement of equipment and signs, and trash removal. All equipment shall be installed temporarily, in a manner whereby it may be removed.

B. Licensee shall have the authority to promote the course at Oak Crest Cove at locations designated and in a manner approved by the Town. In the event Licensee develops a logo for the course, the Town shall have the right to review and approve the same.

C. Licensee may schedule and host tournaments.

D. Licensee may not charge fees for events at the course.

E. Licensee may fundraise at the course. Licensee shall advise Town prior to any fundraising event, and obtain written approval therefor.

F. Licensee shall meet at least annually or more often as requested by the Director of Recreation to review schedules and plan for compatible programming.

G. Licensee may use the parking area for Oak Crest Cove, however, during the summer months, a fee shall be charged to all those parking except those cars with resident stickers.

H. Licensee may request use of the Recreation Department facilities, which may be granted by the Director of Recreation for a rental fee if applicable.

Licensee shall, during the Term of this License and at its sole expense, maintain the course in good and safe order and condition. In the event that the course is not maintained in the condition required herein, and Licensee does not repair the same within thirty (30) days from written notice from the Town, the Town shall have the right to terminate this License.

7. **INDEMNIFICATION AND RELEASE.** Licensee shall defend, indemnify and hold harmless the Town from and against any and all claims, demands, suits, actions, costs, judgments and liabilities of whatsoever kind or nature, including, without limitation, reasonable attorneys’ fees, which may be brought against, imposed upon, incurred by, or asserted against the Town by reason of any failure on the part of Licensee to comply with any provision or term required to be performed or complied with by Licensee under this License, or the terms of any applicable laws, rules, regulations and/or by-laws; for any injury, death and/or property damage suffered by any person in or around the Premises and the Property, relating in any way to
Licensee's exercise of its rights under this License, and the negligence or willful misconduct of any of Licensee Parties, and/or the condition of or any defect in the materials installed or improvements made or negligence in the installation or construction of the course.

Licensee releases the Town, its employees, officers, agents, board members, and attorneys from any claims, actions, rights of action, causes of action, damages, costs, loss of services, expenses, compensation, attorneys' fees or other liability or responsibility for Licensee’s losses or damages related to the condition of the Premises and the Property, and Licensee agrees and covenants that it will not assert or bring, nor cause any third-party to assert or bring, any claim, demand, lawsuit or cause of action against the Town, including, without limitation, claims for property damages, diminution in property value claims, personal injury or death and any other damages relating to, or arising from, Licensee’s use of the Premises and the Property.

The provisions of this Section shall survive the expiration or termination of this License.

8. INSURANCE. Licensee shall maintain public liability insurance, including coverage for bodily injury, wrongful death and property damage, in the minimum amounts set forth herein to support the obligations of Licensee under the terms of this License to indemnify, defend and hold harmless the Town: General Liability: $1,000,000 per occurrence, and umbrella liability coverage of $2,000,000. Licensee shall require the insurer to give at least thirty (30) days’ written notice of termination, reduction or cancellation of the policy(ies) to the Town. The insurance shall be placed with insurance companies licensed by the Massachusetts Division of Insurance to do business in the Commonwealth of Massachusetts and have a Best’s rating of B+ or better. Licensee shall provide the Town with a certificate of insurance prior to entering upon the Premises and at such other times as the Town may reasonably request, in each case indicating the Town is an additional insured on the policy(ies) and showing compliance with the foregoing provisions.

To the extent required by law, Licensee or Licensee’s contractors shall maintain worker’s compensation insurance, during the performance of any work on the Premises until the completion thereof. Licensee agrees that any contractor performing work on behalf of Licensee shall carry workers' compensation insurance, liability insurance, and automobile liability insurance in amounts reasonably acceptable to the Town and shall name the Town as an additional insured party. Prior to the commencement of any work on the Premises, Licensee shall provide Town with a copy of the contractor’s insurance certificate indicating liability insurance coverage as herein specified, and copies of any approvals, including any permits, necessary or obtained to conduct said work. To the extent possible, Licensee shall obtain, for each policy of insurance secured by it, provisions permitting waiver of any claims against the Town for loss or damage within the scope of the insurance, and Licensee, for itself and its insurers, waives all claims against the Town as to such claims covered by such insurance.

9. RISK OF LOSS. Licensee agrees that it shall enter upon and use the Premises, including the Property, at its own risk, and the Town, its agents, employees, representatives, officers, agents, board members and attorneys shall not be liable to Licensee for any injury or death to persons entering the Premises or the Property pursuant to the License, or loss or damage
to vehicles, equipment or other personal property of any nature whatsoever of Licensee, or of anyone claiming by or through Licensee, that are brought upon the Premises or the Property pursuant to the License, except if such injury, death, loss or damage is caused by the willful act or gross negligence of the Town, or its employees, agents or contractors. The provisions of this Section shall survive the expiration or termination of this License.

10. **TERMINATION.** This License shall be terminated by either party upon written notice of revocation given to the other party at least thirty (30) days prior to the termination date stated within said notice, except in the event of default in Licensee’s obligations, including the insurance obligations, in which case this License shall terminate by written notice given to Licensee seven (7) days prior to the termination date stated in the notice unless Licensee cures the same to the Town’s reasonable satisfaction within said seven (7)-day period.

In the event of the termination of this License by either party, Licensee, at Licensee’s sole cost and expense, shall remove all property used in operating the course and restore and/or repair the Premises to such condition as shall be specified by the Town by the effective date of such termination, including, but not limited to regrading and reseeding the Premises as necessary to prevent erosion. In the event that the Licensee’s property is not removed on or prior to the termination date, the property shall automatically become the Town’s property, without any consideration due from the Town. The provisions hereof shall survive the expiration or termination of this License.

11. **NOTICE.** For purposes of this License, the parties shall be deemed duly notified in accordance with the terms and provisions hereof, if written notices are hand-delivered, sent by registered or certified mail, postage prepaid, or sent by recognized overnight mail, or sent by confirmed facsimile transmission, to the addresses set forth above, or to such other addresses as may from time to time hereafter be designated by the parties by like notice.

**Notice to the Town:**
Assistant Town Manager  
Town of Sandwich  
130 Main Street  
Sandwich, MA 02563

**Notice to Licensee:**
Cape Cod Disc Golf Club, Inc.  
9 Pond View Drive  
Centerville, MA 02632  
Attention: Andrew McManus, President

12. **ASSIGNMENT.** This License may not be assigned or otherwise transferred.

13. **HAZARDOUS MATERIALS.** Licensee shall not maintain, generate, allow or bring on the Premises or transport or dispose of on or from the Premises any Hazardous Waste, Hazardous Material, Oil or radioactive material. As used herein, the terms “Hazardous Waste”, “Hazardous Material” and “Oil” shall be defined as provided in Section 2 of Chapter 21C, Section 2 of Chapter 21D, and Section 2 of Chapter 21E of the General Laws of Massachusetts,
and the regulations promulgated thereunder, as such laws and regulations may be amended from
time to time.

14. MISCELLANEOUS

A. No Estate Created. This License shall not be construed as creating or vesting in
Licensee any estate in the Premises, but only the limited right of use as hereinabove stated.

B. Survival. All appropriate terms and provisions relating to the restoration of the
Premises shall survive the expirations or termination of this License, in addition to the survival
of other terms stated herein to so survive.

C. Modifications. Modifications or amendments to this License shall be in writing
and duly executed by both parties hereto to be effective.

D. Assignment. This License, or any of the rights created herein, are personal to
those persons listed herein as Licensee, and their agents, employees, contractors and invitees, and
may not be assigned or transferred in any manner.

E. No Waiver. The failure of either party to seek redress for violation or to insist
upon the strict performance of any covenant or condition of this Agreement shall not prevent a
subsequent act, which would have originally constituted a violation, from having all the force
and effect of a violation. No provision of this Agreement shall be deemed to have been waived
by either party unless such waiver is in writing and signed by the party to be bound thereby.

F. Remedies. No mention in this License of any specific right or remedy shall
preclude the Town or Licensee from exercising any other right, or from having any other remedy,
or from maintaining any action to which it may otherwise be entitled either in law or in equity.

G. Captions. The captions in this License are inserted for convenience of reference
only and in no way define, describe or limit the scope or intent of this License or any of the
provisions thereof.

H. Severability. If any court determines any provision of this License to be invalid
or unenforceable, the remainder of this instrument shall not be affected and each provision of this
License shall be valid and enforceable to the fullest extent permitted by law.

I. Governing Law. This License shall be governed by and construed in accordance
with the laws of the Commonwealth of Massachusetts, and any and all legal actions brought in
connection with this License shall be brought in courts within the Commonwealth of
Massachusetts.
In Witness Whereof, the parties hereto have caused this License Agreement to be executed on this 23rd day of July, 2020.

TOWN OF SANDWICH,
By Its Board of Selectmen

________________________
Michael J. Miller, Chairman

________________________
Robert J. George, Vice Chairman

________________________
Dave Sampson

________________________
Charles Holden

________________________
Shane Hoctor

LICENSEE:
CAPE COD DISC GOLF CLUB, INC.

By:
Name: Andrew McManus
Title: President

By:
Name: Todd Lapham
Title: Treasurer
Exhibit A

Course Locus Map
Exhibit B

Approved Plans
Exhibit C

Waiver
Volunteer Work Team

Disc Golf Land Clearing

Waiver of Liability

By volunteering as part of a work crew to clear a proposed Disc Golf Course at Oak Crest Cove in Sandwich MA, a public property, you agree to the following:

To the best of my knowledge, I am in good physical condition and fully able to participate in the land clearing activity planned at the proposed Disc Golf Course. I understand that there are risks associated with participating in this activity such as (but not limited to), personal injury or death, illness (including COVID-19) and damage to property. I voluntarily assume these risks and the associated financial costs, should such losses occur.

I am fully aware of the risks and hazards connected with the participation in this activity, including physical injury or even death, and hereby elect to voluntarily participate in this activity, knowing that the associated physical activity may be hazardous to me and my property. I VOLUNTARILY ASSUME FULL RESPONSIBILITY FOR ANY RISKS OR LOSS, PROPERTY DAMAGE, OR PERSONAL INJURY, INCLUDING DEATH, that may be sustained by me, or loss or damage to property owned by me or by others, as a result of participation in this activity.

I hereby release, waive and discharge the Town of Sandwich, its officers, employees, representatives and/or agents from any and all liability, claims, demands, actions and causes of action whatsoever arising out of or related to any loss, damage, illness or injury, including death, that may be sustained by me, or to any property belonging to me, while participating in the aforesaid activities, and covenant not to sue the Town of Sandwich, its officers, employees, representatives and/or agents for any loss, damage, illness or injury, including death, that may arise from participating in the aforesaid activities, even if occurring by reason of the negligence or other culpability of the Town of Sandwich, its officers, employees, representatives and/or agents.

This Waiver of Liability shall extend to and bind my heirs, personal representatives, successors and assigns.

By proceeding to participate in the activity of land clearing, I acknowledge and represent that I HAVE READ THE FOREGOING Waiver of Liability, UNDERSTAND IT AND VOLUNTARILY AGREE to its terms, as my own free act and deed, and I EXECUTE THIS RELEASE FOR FULL, ADEQUATE AND COMPLETE CONSIDERATION FULLY INTENDING TO BE BOUND BY SAME.

Name: __________________________ Signature: __________________________ Date: ________

Disc Golf Work Crew Waiver, July 2020
Kathy:
Per our discussion for inclusion on the next BOS Agenda, John Casali, 1 Latimer Lane Sandwich MA 02537, wishes to be appointed as an alternate to the Sandwich Zoning Board of Appeals.
Mr. Casali, met with the ZBA and they approve of his appointment.
Attached please find Mr. Casali’s letter of interest.
Thank you,
Ralph
Chris Neeven  
16 Jan Sebastian Drive  
Sandwich, MA 02563  

To the Zoning Board of Appeals,  

I hope this letter finds you well. I am writing to express my interest in joining the Town of Sandwich Zoning Board of Appeals as an alternate member. As a lifelong resident of Sandwich who cares greatly for our town, I would like to serve our community in this capacity if there is an opening.

As you may know, I ran for the town planning board this spring. While I did not prevail, I hope my actions have demonstrated a passion for public service and an understanding of town planning and our local governance. I am currently a student at Boston College Law School where I study municipal and property law, which has equipped me to fulfil the duties of this position. I recently attended a Zoning Board of Appeals meeting on June 23rd where I witnessed the grant of a special permit and was introduced to the board through Bob Jensen, who recommended this position to me. I would be honored to be appointed as an alternate member of the board so that I can work with you to impact our community for the better.

Thank you for your consideration. Please feel free to reach me at either (508) 527-0145 or casalijo@bc.edu. I look forward to your response.

Sincerely,

John Russell Casali