

# TOWN OF SANDWICH

THE OLDEST TOWN ON CAPE COD

130 MAIN STREET  
SANDWICH, MA 02563

TEL: 508-888-4910 AND 508-888-5144  
FAX: 508-833-8045

E-MAIL: [selectmen@townofsandwich.net](mailto:selectmen@townofsandwich.net)

E-MAIL: [townhall@townofsandwich.net](mailto:townhall@townofsandwich.net)



BOARD OF  
SELECTMEN

TOWN  
MANAGER

## BOARD OF SELECTMEN & SANDWICH HOUSING AUTHORITY BOARD OF DIRECTORS AGENDA

June 4, 2015 – 7:00 P.M.  
Sandwich Town Hall – 130 Main Street

1. Pledge of Allegiance
2. Review & Approval of Minutes (*Vote*)
3. Public Forum (*15 Minutes*)
4. Town Manager Report
5. Correspondence / Statements / Announcements / Future Items / Follow-up (*10 Minutes*)
6. Staff Meeting (*60 Minutes*)
  - Sandwich Housing Authority Board of Directors – Joint Appointment to Fill Vacancy on Elected Board (*Vote*)
  - Liquor License Issues:
  - 7:30 P.M. Liquor License Hearing – CCM Properties, LLC, 20 Freezer Road – *Withdrawn*
  - 8:00 P.M. Liquor License Hearing – Alteration of Premises – JD's Burger Company, LLC, 280 Route 130, Unit 9C – John Neal II, Manager
  - British Beer Company, 46 Route 6A – Michael Walsh, Proposed New Manager
7. Old Business (*15 Minutes*)
  - Amendment to Army Corps of Engineers East Boat Basin Lease & Authorization to Proceed with Construction Bid for Marina Office Project (*Vote*)
  - Confirm Board of Selectmen Committee Liaison Assignments
  - Other
8. New Business (*15 Minutes*)
  - Board & Committee Annual Appointment List (*Vote*)
  - Other
9. Public Forum (*15 Minutes*)
10. Closing Remarks
11. Executive Session
  - Approval & Release of Minutes – Contract Negotiations; Collective Bargaining; Litigation Strategy; Disposition/Acquisition/Valuation of Real Property
12. Adjournment

**NEXT MEETING:** Thursday, June 11, 2015, 4:00 P.M., Town Hall

**PART I** ADMINISTRATION OF THE GOVERNMENT**TITLE VII** CITIES, TOWNS AND DISTRICTS**CHAPTER 41** OFFICERS AND EMPLOYEES OF CITIES, TOWNS AND DISTRICTS**Section 11** Appointment to fill vacancy in town office

Section 11. As used in this section, the term "vacancy" includes a failure to elect. If a vacancy occurs in any town office, other than the office of selectman, town clerk, treasurer, collector of taxes or auditor, the selectmen shall in writing appoint a person to fill such vacancy. If there is a vacancy in a board consisting of two or more members, except a board whose members have been elected by proportional representation under chapter fifty-four A, the remaining members shall give written notice thereof, within one month of said vacancy, to the selectmen, who, with the remaining member or members of such board, shall, after one week's notice, fill such vacancy by roll call vote. The selectmen shall fill such vacancy if such board fails to give said notice within the time herein specified. A majority of the votes of the officers entitled to vote shall be necessary to such election. The person so appointed or elected shall be a registered voter of the town and shall perform the duties of the office until the next annual meeting or until another is qualified.

## Dunham, George

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**From:** pkschnepp@aol.com  
**Sent:** Friday, May 29, 2015 11:10 AM  
**To:** Dunham, George; Lapp, Doug  
**Subject:** SHA/BOS Board meeting 6.4.15  
**Attachments:** Board candidates 5.29.15.pdf

Hello Bud and Doug---

Just confirming that our two Boards can have a joint meeting at the start of your BOS meeting on June 4, 2015. Do you think this will require a separate notice to be posted or could it just be an agenda item for the BOS meeting?

I'm attaching a PDF of the four letters of interest we have received so far for our vacancy in case you want to distribute them to the Selectmen before the meeting. I will be sending them to our Board members as well. If we get any additional letters of interest by our June 3 deadline, I'll email them to you. I will invite all candidates to the meeting once its been confirmed; I'm sure the two Chairs can figure out how they want to proceed to evaluate/appoint a candidate.

BTW----one of the candidates not selected for the SHA Board may be interested in the vacant seat on the Barnstable County HOME Consortium. This position requires an appointment from the BOS and it would be nice to fill this empty seat (I believe Don Dickinson was the last Sandwich person on the Consortium).

I'm heading out of the office around 1 p.m. today, but will be available all next week if you need to reach me.

Enjoy the weekend!  
Paula

Paula Schnepp  
Executive Director  
Sandwich Housing Authority  
20 Tom's Way  
Sandwich, MA 02563  
(508) 833-4979

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This email has been scanned by the Symantec Email Security.cloud service.  
For more information please visit <http://www.symanteccloud.com>

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**From:** Craig Canning <CCanning@solu-cal.com>  
**To:** pkschnepp <pkschnepp@aol.com>  
**Subject:** SHA Board  
**Date:** Fri, May 8, 2015 4:11 pm

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May 8, 2015

Paula Schnepp, Executive Director  
Sandwich Housing Authority  
20 Tom's Way  
Sandwich, MA 02563

Dear Paula,

Now that the recent town election has resulted in an open seat on the SHA Board, I would like to present my interest in joining the Board.

This past summer, I was involved with the SHA on a special committee. During that time, I became familiar with the efforts and responsibilities of the SHA Board, and would like to continue working with the board as a member. As a board member, I would be an active participant who carefully researches issues and considers all implications of any decision.

I am a third generation resident of Sandwich and as such, have a vested interest in the efficient and responsible management of the town. As a local business owner, I can offer my valuable experience in real estate, business management, and corporate negotiation. All of these put together will make me a valuable and hard-working member of the board.

If you or any of the board members need any further information from me for consideration as a board member, please feel free to contact me.

Thank you in advance for your time.

Craig Canning



Craig Canning  
Office: 774-678-0097  
Cell: 508-789-6003  
Fax: 774-678-0373  
[ccanning@solu-cal.com](mailto:ccanning@solu-cal.com)

**From:** Michael Robbins <mbrobb@hotmail.com>

**To:** pkschnepp <pkschnepp@aol.com>; Michael Robbins <mbrobb@hotmail.com>

**Subject:** Housing Authority Appointment

**Date:** Wed, May 13, 2015 2:04 pm

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To:

Executive Director, Paula Schnepp  
Board of Commissioners

Good evening,

This correspondence shall serve as my desire to be appointed to the Board of Commissioners of the Sandwich Housing Authority.

As you know, I have attended the past two meetings, in order to get a first hand view of some of the issues the Board is facing. I also attended the Cape Summit last week in Hyannis, which gave me some insight to the problems of housing on Cape Cod, and some possible solutions.

Since my retirement ten years ago, I have been a volunteer for the American Red Cross, Sandwich Council On Aging, and the Sandwich Citizens Police Academy Alumni. I still hold these positions today. I would like to continue to be of service to my community. I believe that I would be a valuable asset to the Sandwich Housing Authority.

Thank you for your consideration.

Humbly,

Michael B. Robbins  
508-888-7316  
[MBROBB@HOTMAIL.COM](mailto:MBROBB@HOTMAIL.COM)

Harold W. Mitchell  
2 Settlers Path, Sandwich, MA 02563  
(508) 420-0291 WoodyMitch@comcast.com

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MAY 28 2015

May 25, 2015

Sandwich Housing Authority  
20 Tom's Way  
Sandwich, MA 02563

To Whom It May Concern:

It was with great interest that I read in the May 22<sup>nd</sup> Sandwich Enterprise of your efforts to fill a vacancy on the Sandwich Housing Board. I am well aware of the board's service and their mission to provide affordable housing for qualified persons in Sandwich and hopefully allowing those individuals to achieve future economic independence.

I have been involved on the other side of the housing problems on the Cape and Islands while working for companies that have built affordable housing throughout Cape Cod. One company I worked for built a 24 unit in Harwich called Queen Anne's Court and my current employer, Squash Meadow Construction is currently working with The Island Housing Trust on Martha's Vineyard to develop six affordable apartments in Tisbury to help with the housing problems on the island.

I know your scheduled meetings are on the first Thursday of the month and I have no schedule conflicts with that. I would like to be considered as a candidate to fill the seat. If you have any additional questions or need additional information, do not hesitate to contact me at any time. I am able to attend the meeting on June 4<sup>th</sup>, if you need me to meet with you and the Board of Selectmen. I hope to hear from you.

Sincerely



Harold "Woody" Mitchell

**Nanette Perkins**  
3 Sean Circle  
Sandwich, MA 02563

MAY 29 2015

May 26, 2015

**Board Members of the Sandwich Housing Authority**  
20 Tom's Way  
Sandwich, MA 02563

Dear Board Members of the Sandwich Housing Authority:

I am writing this letter to convey my interest in the vacancy on the SHA due to Peter Beauchemin's successful bid for the vacant BOS seat.

At present, I am fully immersed in the affordable arena:

I manage a 49 unit LIHTC property in Wareham.  
PB8 units as well as MVR.

Ongoing interaction with various Housing Authorities including South Shore Housing, Mashpee Housing, Wareham, Housing, Falmouth Housing and many others regarding administration of their various programs (requests for tenancy, etc.), MHP, DHCD and Spectrum regarding legalities and ongoing certification and recertification of tenants as well as audit support.

I think I'd bring a unique perspective to the table and had planned on running in the near future anyway so this just may be the perfect scenario for us all.

If you have any questions or would like to have me appear before either your board or the BOS, please just let me know, cell: 774-269-9115.

*Sincerely,*



*Nanette Perkins*

ENCLOSURE

**SANDWICH BOARD OF SELECTMEN  
PUBLIC HEARING  
CCM Properties, LLC**

In accordance with M.G.L. Ch. 138, the Sandwich Board of Selectmen will hold a public hearing on Thursday, June 4, 2015 at 7:30 p.m. in the Town Hall, 130 Main Street, Sandwich, MA to consider a new Seasonal All Alcohol General On-Premises license and Entertainment License for CCM Properties, LLC d/b/a Knot Shore Points East, Mark G. Manning, Manager, 20 Freezer Road, Sandwich Outdoor waterfront complex. Area 1.19 acres. Finished concrete slab 16,555 sq. ft. Upper level 5,915 sq ft. Lower level 10,640 sq ft. Premises includes tent which has an indoor capacity of 150, remaining site is outdoor use. Anyone wishing to be heard on the subject will be afforded an opportunity at that time.

Frank Pannorfi, Chairman  
Board of Selectmen

June 1, 2015

Please be advised that CCM Properties LLC wishes to postpone its request for a hearing before the selectmen on the application for a seasonal liquor license for 20 Freezer Road, Sandwich, MA until further notice without prejudice.

Regards,

Robert P. Clank  
CCM Properties LLC

**SANDWICH BOARD OF SELECTMEN  
PUBLIC HEARING  
JD's Burger Company LLC**

In accordance with M.G.L. Ch. 138, the Sandwich Board of Selectmen will hold a public hearing on Thursday, June 4, 2015 at 8:00 p.m. in the Sandwich Town Hall, 130 Main Street, Sandwich, MA to consider the application of JD's Burger Company LLC d/b/a JD's Burger Company, John W. Neal II, Manager, 280 Route 130, Unit 9C, Forestdale, for an Alteration of Premises to add an additional 1,280 sq ft of seating, adding 48 seats. Anyone wishing to be heard on the subject will be afforded an opportunity at that time.

Frank Pannorfi, Chairman  
Sandwich Board of Selectmen

The Commonwealth of Massachusetts  
Alcoholic Beverages Control Commission  
239 Causeway Street  
Boston, MA 02114  
[www.mass.gov/abcc](http://www.mass.gov/abcc)

PETITION FOR CHANGE OF LICENSE

ABCC License Number

City/Town

The licensee  respectfully petitions the Licensing Authorities to approve the following transactions:

- |   |  |
|---|--|
| <input type="checkbox"/> Change of Manager  | <input checked="" type="checkbox"/> Alteration of Premises |
| <input type="checkbox"/> Pledge of License/Stock  | <input type="checkbox"/> Cordial & Liqueurs                |
| <input type="checkbox"/> Change of Corporate Name/DBA                                   | <input type="checkbox"/> Change of Location                |
| <input type="checkbox"/> Change of License Type (§12 ONLY, e.g. "club" to "restaurant") |  |

Change of Manager

Last-Approved Manager:

Requested New Manager:

Pledge of License /Stock

Loan Principal Amount: \$

Interest Rate:

Payment Term:

Lender:

Change of Corporate Name/DBA

Last-Approved Corporate Name/DBA:

Requested New Corporate Name/DBA:

Change of License Type

Last-Approved License Type:

Requested New License Type:

Alteration of Premises: (must fill out financial information form)

Description of Alteration:

Change of Location: (must fill out financial information form)

Last-Approved Location:

Requested New Location:

Signature of Licensee

(If a Corporation/LLC, by its authorized representative)

Date Signed

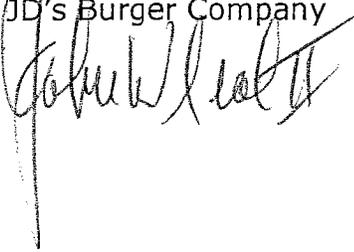
## **Vote of JD's Burger Co, LLC**

On April 29, 2015 the LLC voted to the following:

Apply for the Alteration of Premise for the existing alcohol restaurant license located at 280 Route 130 Sandwich, MA.

The LLC voted to name John Neal the Manager of Record.

John Neal April 29, 2015  
JD's Burger Company

A handwritten signature in black ink, appearing to read "John Neal", is written over the typed name and date. The signature is stylized and cursive.

Inspector (white) Assessor (blue) Closeout/Occupancy (pink)

16 Jan Sebastian Drive  
Sandwich, MA 02563  
Phone: 508-888-4200  
Fax: 508-833-0018

PERMIT TYPE: **COMMERCIAL**

Town of Sandwich  
The Oldest Town on Cape Cod



ISSUANCE DATE: 4/21/15

# BUILDING PERMIT

SUBMISSION DATE: 4/21/15 PERMIT #: C15-83

PER 78C CMR, R105.7 THIS BUILDING CARD AND ALL APPROVED PLANS MUST BE RETAINED ON SITE AT ALL TIMES. ALL PERMITTED WORK REQUIRES A FINAL INSPECTION. ON MOST WORK, A CERTIFICATE OF OCCUPANCY SHALL BE REQUIRED.

APPLICANT NAME: **Jordan Construction (John Jordan)** CONTACT NUMBER: **508-932-8658**

MAILING ADDRESS: **1 Green Acres Lane, Forestdale, MA 02644**

JOB LOCATION: **280 Route 130 Unit #8**

JOB LOCATION MAP # 22 LOT # 188

JOB DESCRIPTION: **Build bar in Unit #8 and opening for pass through to Unit #9**

OWNER'S NAME: **Thomas Tsakalos** ESTIMATED PROJECT COST: \$ **15,000.00**

OWNER'S MAILING ADDRESS: **331 Cotuit Road** PHONE: **508-888-6448**

INSPECTOR'S APPROVAL: *[Signature]* DATE: 4-28-15 PERMIT FEE: \$1130<sup>00</sup>

ALL TRADE ROUGH INSPECTIONS SHALL BE APPROVED ON THIS CARD PRIOR TO FRAME INSPECTION. ALL TRADE INSPECTIONS (INCLUDING FIRE, IF APPLICABLE) SHALL BE SIGNED OFF PRIOR TO FINAL INSPECTION. FOR INSPECTIONS: Building Plumbing/Gas Electrical CALL: 508-888-4200

WORK SHALL NOT PROCEED UNTIL THE INSPECTOR HAS APPROVED THE VARIOUS STAGES OF CONSTRUCTION. IT IS THE RESPONSIBILITY OF THE OWNER/APPLICANT TO CALL FOR INSPECTIONS.

PERMIT WILL BECOME NULL AND VOID IF CONSTRUCTION WORK IS NOT STARTED WITHIN 6 MOS. OF THIS PERMIT'S ISSUANCE DATE.

BUILDING INSPECTION APPROVALS	PLUMBING/GAS INSPECTION APPROVALS	ELECTRICAL INSPECTION APPROVALS
<u>Frame:</u>	<u>Rough P. 6.</u>	<u>Rough:</u>
<u>CS CERT.:</u>	<u>FINAL:</u>	<u>FINAL:</u>
<u>FINAL:</u>	HVAC INSPECTION APPROVALS	OTHER INSPECTION APPROVALS
	<u>No Changes</u>	<u>B.O.H.</u> <u>BLDG DEPT. &amp; S.F.D.</u> <u>ALARM TEST</u>

WHERE APPLICABLE SEPARATE PERMITS ARE REQUIRED FOR ELECTRICAL, PLUMBING, AND HVAC INSTALLATIONS

THE ISSUANCE OF THIS PERMIT DOES NOT RELEASE THE APPLICANT FROM THE CONDITIONS OF ANY APPLICABLE SUBDIVISION RESTRICTIONS

PLEASE BE SURE TO KEEP THIS PERMIT INSPECTION CARD ONSITE AT ALL TIMES. THE BUILDING INSPECTOR WILL COLLECT IT AT FINAL INSPECTION.





## Vote of Sandwich Property, LLC

The undersigned, representing all of the members of the Sandwich Property, LLC and the managing member of the Sandwich Property, LLC hereby vote to and hereby authorize all action in connection with change of manager at the British Beer Company located at 46 Route 6A, Sandwich, Massachusetts from Jacquelyn Lucier to Michael Walsh and the undersigned hereby authorize all other action in connection therewith.



Gary Simon, Member and Managing Member



Douglas Freeman, Member



Michael Fallman, Member

Date 5/6/15

# TOWN OF SANDWICH

THE OLDEST TOWN ON CAPE COD

130 MAIN STREET  
SANDWICH, MA 02563

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BOARD OF  
SELECTMEN

TOWN  
MANAGER

November 25, 2014

Pamela S. Bradstreet  
Real Estate Division  
Department of the Army  
US Army Corps of Engineers  
New England District  
696 Virginia Road  
Concord, MA 01742-2751

Re: Sandwich Marina Lease Extension

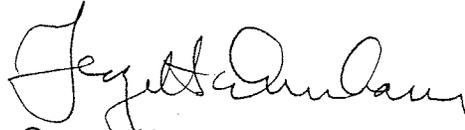
Dear Ms. Bradstreet:

I am writing to follow-up on the correspondence sent by Mr. Joseph M. Redlinger this past spring regarding the Army Corps' conditional approval for the Town of Sandwich's marina office and public restroom project. I would like to begin by stating that the Town is very appreciative of the Army Corps' support for this important, and long needed, project. I am providing the latest project schedule, which is enclosed with this letter and includes significant project milestones. I would also like to discuss Mr. Redlinger's suggestion regarding the proposed term of a lease extension for the operation of the marina.

In his June 24, 2014 letter, Mr. Redlinger suggested a possible new term of lease that would extend until 2029. The Town currently intends to have the project fully constructed in early 2016, at which time we would then issue 20-year bonds for the total, final cost of the project funded from projected marina receipts over the same period of time. Since the bond would not be fully paid off until the end of the 20-year amortization schedule, we would like to propose a term extension until December 31, 2037 rather than 2029.

We would welcome an opportunity to discuss this issue in more depth at your earliest convenience. Please feel free to contact me by phone at (508) 888-5144 or (508) 888-4910, or by e-mail at [gdunham@townofsandwich.net](mailto:gdunham@townofsandwich.net).

Sincerely,



George H. Dunham  
Town Manager

Encl.

cc: Joseph M. Redlinger, Chief, Real Estate Division



DEPARTMENT OF THE ARMY  
NEW ENGLAND DISTRICT, CORPS OF ENGINEERS  
696 VIRGINIA ROAD  
CONCORD, MASSACHUSETTS 01742-2751

May 27, 2015

SUBJECT: Cape Cod Canal – Town of Sandwich Lease No. DACW33-1-09-078

Mr. George H. Dunham  
Town Manager  
130 Main Street  
Sandwich, MA 02563

Dear Mr. Dunham:

Enclosed are three copies of Modification No. 2 to Lease No. DACW33-1-09-078. The modification will extend the lease to December 31, 2037. After all copies of the modification agreement have been signed, please return all copies to this office for execution by the Government. A fully executed copy will be sent to you for your records.

If you have any further questions, please contact Ms. Pamela Bradstreet of this office at (978) 318-8025 or [Pamela.s.bradstreet@usace.army.mil](mailto:Pamela.s.bradstreet@usace.army.mil).

Sincerely,

A handwritten signature in cursive script that reads "Maureen A. McCabe".

Maureen A. McCabe  
Chief, Conveyancing Branch  
Real Estate Division

DEPARTMENT OF THE ARMY  
LEASE TO NON-STATE GOVERNMENT AGENCIES  
FOR PUBLIC PARK AND RECREATIONAL PURPOSES  
East Boat Basin Marina  
Cape Cod Canal Project  
Sandwich, Massachusetts

MODIFICATION NO. 2  
Between  
THE SECRETARY OF THE ARMY  
And  
THE TOWN OF SANDWICH

Lease No. DACW33-1-09-078

WITNESSETH:

WHEREAS, the SECRETARY OF THE ARMY, under Lease No. DACW33-1-09-078 granted to the TOWN OF SANDWICH, a lease for park and recreation purposes (primarily a public marina) covering approximately 19.85 acres of the, Cape Cod Canal Project; and

WHEREAS, by Supplemental Agreement No. 1 dated 15 October 2012, approximately 2.37 acres were excluded from the leased area, leaving a total of approximately 17.48 acres leased ; and

WHEREAS, the parties wish to modify the lease further.

NOW THEREFORE, the parties hereto, in consideration of the premises, do mutually further agree to modify Lease No. DACW33-1-09-078 as follows, effective 1 July 2015:

1. Condition 1. TERM is modified by deleting the words "for a term of fifteen (15) years, beginning 5 October 2009 and ending 4 October 2024" and inserting in lieu thereof the words, "for a term beginning 5 October 2009 and ending 31 December 2037".

2. The words in Condition B7 of Exhibit B are deleted in their entirety and replaced with the following words: "The lessee may construct a playground on a portion of the area shown in pink and white hatching (the 1.41 acre parcel) at a location inland of the Sandwich West Bulkhead as generally shown on Exhibit A-1, attached hereto and made a part hereof. As-built plans of the structures should be provided within sixty (60) days after construction is completed."

3. The words in Condition B8 of Exhibit B are deleted in their entirety and replaced with the following words: " The lessee will construct a Harbormaster Office (with public restrooms), a Garage, and a septic system, at the locations identified on portions of the 15.85-acre parcel shown in Exhibit A-1, attached hereto and made a part hereof. All plans and specifications for the new Harbormaster Office and public restroom facility, the new Garage, and the new septic system shall be reviewed and assented to by the Canal Manager prior to construction. As-built plans of the structures should be provided within sixty (60) days after construction is completed."

4. Exhibit A-1 is attached hereto and made a part hereof.

5. It has been determined this lease (also referred to as a contract) is subject to Executive Order 13658 (12 February 2014), "Establishing a Minimum Wage for Contractors". The provisions contained in Exhibit E, attached hereto, are made a part of this lease.

6. If a duly authorized representative of the United States discovers or determines, whether before or subsequent to executing this contract, that an erroneous determination regarding the applicability of Executive Order 13658 was made, contractor, to the extent permitted by law, agrees to indemnify and hold harmless the United States, its officers, agents, and employees, for and from any and all liabilities, losses, claims, expenses, suits, fines, penalties, judgments, demands or actions, costs, fees, and damages directly or indirectly arising out of, caused by, related to, resulting from or in any way predicated upon, in whole or in part, the erroneous Executive Order 13658 determination. This includes contractor releasing any claim or entitlement it would otherwise have to an equitable adjustment to the contract and indemnifying and holding harmless the United States from the claims of subcontractors and contractor employees.

7. All of the other terms and conditions of the aforesaid lease are hereby ratified and, except as modified by Modification No. 1 and this Modification No. 2, shall remain in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand by authority of the Secretary of the Army this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

UNITED STATES OF AMERICA

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MAUREEN B. DAVI  
Realty Specialist  
Real Estate Contracting Officer

THIS MODIFICATION NO. 2 is also executed by the grantee this \_\_\_\_\_ day  
of \_\_\_\_\_, 2015.

TOWN OF SANDWICH, MASSACHUSETTS  
By: Board of Selectmen

\_\_\_\_\_  
Ralph A. Vitacco

\_\_\_\_\_  
Frank Pannorfi

\_\_\_\_\_  
Susan James

\_\_\_\_\_  
R. Patrick Ellis

\_\_\_\_\_  
Peter Beauchemin

#### CERTIFICATE OF AUTHORITY

I, Taylor White, certify that I am the Town Clerk of the Town of Sandwich, Massachusetts, and that Ralph A. Vitacco, Peter Beauchemin, Susan James, and R. Patrick Ellis, who signed the foregoing instrument on behalf of the Town, were then members of the Board of Selectmen of the Town of Sandwich. I further certify that the said officers were acting within the scope of powers delegated to this officer by the governing body of the Town in executing said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand, and the seal of the Town of Sandwich, Massachusetts this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Taylor White, Town Clerk



Cape Cod Canal

1.41 acres

**TRACT XII  
&  
TRACT XIII**

15.85 acres

0.22  
acres

**EXHIBIT A-1 to  
Lease DACW33-1-09-078**

0 100 200 400 600 Ft



1 inch = 200 feet

-  USACE Property Line
-  Relocated Playground
-  Proposed Marina Office
-  Proposed 3 Bay Garage
-  Proposed Relocated Septic System
-  Ingrant (Road & Utilities 3/29/1965)
-  Sandwich Marina Lease DACW33-1-09-078

## EXHIBIT E

Any reference in this section to "prime contractor" or "contractor" shall mean the **TOWN OF SANDWICH** and any reference to "contract" shall refer to **Lease No. DACW33-1-09-078**.

(a) The parties expressly stipulate this contract is subject to Executive Order 13658, the regulations issued by the Secretary of Labor in 29 CFR part 10 pursuant to the Executive Order, and the following provisions.

(b) Minimum Wages. (1) Each worker (as defined in 29 CFR 10.2) engaged in the performance of this contract by the prime contractor or any subcontractor, regardless of any contractual relationship which may be alleged to exist between the contractor and worker, shall be paid not less than the applicable minimum wage under Executive Order 13658.

(2) The minimum wage required to be paid to each worker performing work on or in connection with this contract between January 1, 2015 and December 31, 2015 shall be \$10.10 per hour. The minimum wage shall be adjusted each time the Secretary of Labor's annual determination of the applicable minimum wage under section 2(a)(ii) of Executive Order 13658 results in a higher minimum wage. Adjustments to the Executive Order minimum wage under section 2(a)(ii) of Executive Order 13658 will be effective for all workers subject to the Executive Order beginning January 1 of the following year. If appropriate, the contracting officer, or other agency official overseeing this contract shall ensure the contractor is compensated only for the increase in labor costs resulting from the annual inflation increases in the Executive Order 13658 minimum wage beginning on January 1, 2016. The Secretary of Labor will publish annual determinations in the Federal Register no later than 90 days before such new wage is to take effect. The Secretary will also publish the applicable minimum wage on [www.wdol.gov](http://www.wdol.gov) (or any successor Web site). The applicable published minimum wage is incorporated by reference into this contract.

(3) The contractor shall pay unconditionally to each worker all wages due free and clear and without subsequent deduction (except as otherwise provided by 29 CFR 10.23), rebate, or kickback on any account. Such payments shall be made no later than one pay period following the end of the regular pay period in which such wages were earned or accrued. A pay period under this Executive Order may not be of any duration longer than semi-monthly.

(4) The prime contractor and any upper-tier subcontractor shall be responsible for the compliance by any subcontractor or lower-tier subcontractor with the Executive Order minimum wage requirements. In the event of any violation of the minimum wage

obligation of this clause, the contractor and any subcontractor(s) responsible therefore shall be liable for the unpaid wages.

(5) If the commensurate wage rate paid to a worker on a covered contract whose wages are calculated pursuant to a special certificate issued under 29 U.S.C. 214(c), whether hourly or piece rate, is less than the Executive Order minimum wage, the contractor must pay the Executive Order minimum wage rate to achieve compliance with the Order. If the commensurate wage due under the certificate is greater than the Executive Order minimum wage, the contractor must pay the 14(c) worker the greater commensurate wage.

(c) Withholding. The agency head shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the prime contractor under this or any other Federal contract with the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay workers the full amount of wages required by Executive Order 13658.

(d) Contract Suspension/Contract Termination/Contractor Debarment. In the event of a failure to pay any worker all or part of the wages due under Executive Order 13658 or 29 CFR part 10, or a failure to comply with any other term or condition of Executive Order 13658 or 29 CFR part 10, the contracting agency may on its own action or after authorization or by direction of the Department of Labor and written notification to the contractor, take action to cause suspension of any further payment, advance or guarantee of funds until such violations have ceased. Additionally, any failure to comply with the requirements of this clause may be grounds for termination of the right to proceed with the contract work. In such event, the Government may enter into other contracts or arrangements for completion of the work, charging the contractor in default with any additional cost. A breach of the contract clause may be grounds for debarment as a contractor and subcontractor as provided in 29 CFR 10.52.

(e) The contractor may not discharge any part of its minimum wage obligation under Executive Order 13658 by furnishing fringe benefits or, with respect to workers whose wages are governed by the Service Contract Act, the cash equivalent thereof.

(f) Nothing herein shall relieve the contractor of any other obligation under Federal, State or local law, or under contract, for the payment of a higher wage to any worker, nor shall a lower prevailing wage under any such Federal, State, or local law, or under contract, entitle a contractor to pay less than \$10.10 (or the minimum wage as established each January thereafter) to any worker.

(g) Payroll Records. (1) The contractor shall make and maintain for three years records containing the information specified in paragraphs (g)(1) (i) through (vi) of this section for each worker and shall make the records available for inspection and transcription by authorized representatives of the Wage and Hour Division of the U.S. Department of Labor:

- (i) Name, address, and social security number.
  - (ii) The worker's occupation(s) or classification(s)
  - (iii) The rate or rates of wages paid.
  - (iv) The number of daily and weekly hours worked by each worker.
  - (v) Any deductions made; and
  - (vi) Total wages paid.
- (2) The contractor shall also make available a copy of the contract, as applicable, for inspection or transcription by authorized representatives of the Wage and Hour Division.
- (3) Failure to make and maintain or to make available such records for inspection and transcription shall be a violation of 29 CFR part 10 and this contract, and in the case of failure to produce such records, the contracting officer, upon direction of an authorized representative of the Department of Labor, or under its own action, shall take such action as may be necessary to cause suspension of any further payment or advance of funds until such time as the violations are discontinued.
- (4) The contractor shall permit authorized representatives of the Wage and Hour Division to conduct investigations, including interviewing workers at the worksite during normal working hours.
- (5) Nothing in this clause limits or otherwise modifies the contractor's payroll and recordkeeping obligations, if any, under the Davis-Bacon Act, as amended, and its implementing regulations; the Service Contract Act, as amended, and its implementing regulations; the Fair Labor Standards Act, as amended, and its implementing regulations; or any other applicable law.
- (h) The contractor (as defined in 29 CFR 10.2) shall insert this clause in all of its covered subcontracts and shall require its subcontractors to include this clause in any covered lower-tier subcontracts. The prime contractor and any upper-tier subcontractor shall be responsible for the compliance by any subcontractor or lower-tier subcontractor with this contract clause.
- (i) Certification of Eligibility. (1) By entering into this contract, the contractor (and officials thereof) certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of the sanctions imposed pursuant to section 5 of the Service Contract Act, section 3(a) of the Davis-Bacon Act, or 29 CFR 5.12(a)(1).

(2) No part of this contract shall be subcontracted to any person or firm whose name appears on the list of persons or firms ineligible to receive Federal contracts.

(3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(j) Tipped employees. In paying wages to a tipped employee as defined in section 3(t) of the Fair Labor Standards Act, 29 U.S.C. 203(t), the contractor may take a partial credit against the wage payment obligation (tip credit) to the extent permitted under section 3(a) of Executive Order 13658. In order to take such a tip credit, the employee must receive an amount of tips at least equal to the amount of the credit taken; where the tipped employee does not receive sufficient tips to equal the amount of the tip credit the contractor must increase the cash wage paid for the workweek so that the amount of cash wage paid and the tips received by the employee equal the applicable minimum wage under Executive Order 13658. To utilize this proviso:

(1) The employer must inform the tipped employee in advance of the use of the tip credit;

(2) The employer must inform the tipped employee of the amount of cash wage that will be paid and the additional amount by which the employee's wages will be considered increased on account of the tip credit;

(3) The employees must be allowed to retain all tips (individually or through a pooling arrangement and regardless of whether the employer elects to take a credit for tips received); and

(4) The employer must be able to show by records that the tipped employee receives at least the applicable Executive Order minimum wage through the combination of direct wages and tip credit.

(k) Antiretaliation. It shall be unlawful for any person to discharge or in any other manner discriminate against any worker because such worker has filed any complaint or instituted or caused to be instituted any proceeding under or related to Executive Order 13658 or 29 CFR part 10, or has testified or is about to testify in any such proceeding.

(l) Disputes concerning labor standards. Disputes related to the application of Executive Order 13658 to this contract shall not be subject to the general disputes clause of the contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR part 10. Disputes within the meaning of this contract clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the workers or their representatives.

(m) Notice. The contractor must notify all workers performing work on or in connection with a covered contract of the applicable minimum wage rate under the Executive Order. With respect to service employees on contracts covered by the Service Contract Act and laborers and mechanics on contracts covered by the Davis-Bacon Act, the contractor may meet this requirement by posting, in a prominent and accessible place at the worksite, the applicable wage determination under those statutes. With respect to workers performing work on or in connection with a covered contract whose wages are governed by the FLSA, the contractor must post a notice provided by the Department of Labor in a prominent and accessible place at the worksite so it may be readily seen by workers. Contractors that customarily post notices to workers electronically may post the notice electronically provided such electronic posting is displayed prominently on any Web site that is maintained by the contractor, whether external or internal, and customarily used for notices to workers about terms and conditions of employment.

**SELECTMEN LIAISON**

<b>SCHOOL COMMITTEE</b>	Frank Pannorfi
<b>SCHOOL NEGOTIATION LIAISON</b>	Ralph Vitacco
<b>COMMUNITY PRESERVATION COMMITTEE</b>	Patrick Ellis
<b>GOLF ADVISORY COMMITTEE</b>	Sue James
<b>MMR SENIOR MANAGEMENT BOARD</b>	Ralph Vitacco
<b>CEMETERY COMMISSION</b>	Patrick Ellis, Sue James, Ralph Vitacco
<b>WATER QUALITY ADVISORY</b>	Frank Pannorfi
<b>SEIC</b>	Sue James
<b>COUNCIL ON AGING</b>	Peter Beauchemin
<b>WING SCHOOL STUDY COMMITTEE</b>	Patrick Ellis, Peter Beauchemin

**BOARD OF SELECTMEN MEETING SCHEDULE  
SUMMER 2015**

**TENTATIVE AGENDA TOPICS**

May 7	No Meeting – Annual Town Election
May 14	Meeting
May 21	Meeting
May 28	No Meeting – Memorial Day Week & MMMA Conference
June 4	Meeting
June 11, 4:00 P.M.	Workshop Meeting – Mass Development Executive Session
June 18	No Meeting
June 25	Meeting – Deacon Eldred & Clark-Haddad Buildings; Personnel Policies & Procedures Update; Bourne Beach Sticker Reciprocity Request
July 2	No Meeting – Holiday Week – 4 <sup>th</sup> of July
July 9	Meeting – Henry T. Wing Update
July 16	No Meeting
July 23	Meeting – Rep. Hunt & State Budget; Finance Committee & Future Budget Projections
July 30	No Meeting
August 6	Meeting – CPC & Focus of Future CPA Projects
August 13	No Meeting
August 20	Meeting
August 27	No Meeting
September 3	No Meeting – Holiday Week – Labor Day
September 10	Meeting
September 17	No Meeting
September 24	Meeting

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Town Accountant – 3 years <b>Marilyn (Mimi) Spahr</b>	<b>2018</b>
Barnstable County Human Rights Commission <b>Open</b>	<b>2016</b>
Cape Cod Water Protection Collaborative <b>Dave Mason</b>	<b>2016</b>
Cape Light Compact <b>Open</b>	
Community Preservation Committee – 3 years <b>Daryl Crossman</b>	<b>2018</b>
Conservation Commission – 3 years <b>Christopher Sellstone</b> <b>Melissa Romano</b>	<b>2018</b> <b>2018</b>
Council on Aging – 3 years <b>3 Open seats</b>	
Cultural Council – 3 years <b>Aurora Winters</b> <b>Beth Anderson (new)</b> <b>Diane M. Scharf (new)</b>	<b>2018</b> <b>2018</b> <b>2016</b>
Emergency Management/Planning Committee <b>Brian Gallant, Director</b> <b>Frank O'Laughlin</b> <b>George Dunham</b> <b>Douglas Lapp</b> <b>James Foley</b> <b>Dan Mahoney</b> <b>Paul Tilton</b> <b>Randy Lewis</b> <b>John LaPine</b> <b>Chrystal LaPine</b> <b>William LaPine, Deputy</b> <b>Mark Galkowski</b> <b>David Mason</b>	<b>2015</b> <b>2016</b> <b>2016</b> <b>2016</b> <b>2016</b> <b>2016</b> <b>2016</b> <b>2016</b> <b>2016</b> <b>2016</b> <b>2016</b> <b>2016</b> <b>2016</b>

Annual Appointment 6.4.2015

<b>Robin Walker</b>	<b>2016</b>
<b>Michael Walker</b>	<b>2016</b>
<b>Lois Wack</b>	<b>2016</b>
<b>Peter Wack</b>	<b>2016</b>
<b>Heather Gallant</b>	<b>2016</b>
<b>William Carrico</b>	<b>2016</b>
Energy Committee	
<b>Damien Houlihan</b>	<b>2016</b>
<b>Kevin Burgess</b>	<b>2016</b>
<b>Ann Moehle</b>	<b>2016</b>
<b>Sarah Cote</b>	<b>2016</b>
<b>Desiree Revoir</b>	<b>2016</b>
Forest Warden	
<b>William Carrico</b>	<b>2016</b>
Glass Town Cultural District	
<b>Charleen Johnson</b>	<b>2016</b>
<b>Terry Blake</b>	<b>2016</b>
<b>Joanne Lamothe</b>	<b>2016</b>
<b>Steve Catania</b>	<b>2016</b>
<b>Lee Repetto</b>	<b>2016</b>
<b>Charleen Johnson</b>	<b>2016</b>
<b>Ellen Spear</b>	<b>2016</b>
<b>Katie Campbell</b>	<b>2016</b>
Golf Advisory Committee	
<b>John G. Tzimirangas</b>	<b>2016</b>
<b>Norm Theriault</b>	<b>2016</b>
<b>Michael Regan</b>	<b>2016</b>
<b>Victor Devine</b>	<b>2016</b>
<b>Paul Washburn</b>	<b>2016</b>
<b>Pattie Piva</b>	<b>2016</b>
Hazardous Waste Coordinator	
<b>William Carrico</b>	<b>2016</b>
Herring Warden	
<b>Mark S. Galkowski</b>	<b>2016</b>
MMR Senior Management Board	
<b>Ralph Vitacco</b>	<b>2016</b>
Parking Clerk	
<b>Taylor White</b>	<b>2016</b>

Annual Appointment 6.4.2015

Personnel Board	
<b>Kelee Renzi, Chair</b>	<b>2016</b>
<b>Karen Miller</b>	<b>2016</b>
<b>Susan Hart</b>	<b>2016</b>
Recreation Committee	
<b>Ken Mooney</b>	<b>2016</b>
<b>Ted Mullin Chair</b>	<b>2016</b>
<b>Lisa Bates</b>	<b>2016</b>
<b>Brian Bodjiak</b>	<b>2016</b>
<b>Susan McKenna</b>	<b>2016</b>
Regional Transit Authority	
<b>George H. Dunham</b>	<b>2015</b>
Registrars of Voters - 3 years	
<b>Lisa Perry (new)</b>	<b>2018</b>
Right to Know Coordinator	
<b>William Carrico</b>	<b>2016</b>
Sandwich Economic Initiative Corporation – 3 years	
<b>Richard Johnson</b>	<b>2018</b>
Sandwich Historical Commission – 3 years	
<b>David Schrader</b>	<b>2018</b>
<b>William Daley</b>	<b>2018</b>
<b>Lisa Hassler</b>	<b>2018</b>
Substance Abuse Task Force	
<b>Cynthia Denmat</b>	<b>2016</b>
<b>John Piekarski</b>	<b>2016</b>
<b>Joseph Janicke</b>	<b>2016</b>
<b>Carilyn Rains</b>	<b>2016</b>
<b>Joseph Dowick</b>	<b>2016</b>
<b>Joye Creedon</b>	<b>2016</b>
<b>Devorah Allen</b>	<b>2016</b>
Town Treasurer/Tax Collector	
<b>William Jennings</b>	<b>2016</b>
Veteran’s Agent, Director of Veterans’ Services and Veterans Burial Agent	
<b>Edward Merigan</b>	<b>2016</b>

Annual Appointment 6.4.2015

Assistant Veterans' Director <b>James Crockett</b>	<b>2016</b>
Veterans' Graves Officer <b>Raymond Moniz</b>	<b>2016</b>
Visitor Services Board <b>Donna Thomas</b>	<b>2016</b>
<b>David Merrell</b>	<b>2016</b>
<b>Nancy Clifford</b>	<b>2016</b>
<b>Jennifer Chadwick</b>	<b>2016</b>
<b>Lisa Kirkwood</b>	<b>2016</b>
<b>Christopher Richards</b>	<b>2016</b>
Zoning Board of Appeals <b>David Schrader, Alternate</b>	<b>2016</b>