BOARD OF SELECTMEN AGENDA
September 3, 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 (in Auditorium if Board Convenes In Person)
2. Pledge of Allegiance
3. Review & Approval of Minutes
4. Town Manager Report
5. Correspondence / Statements / Announcements / Future Items / Follow-up
6. Old Business
   • 2021 Liquor License Fees & Proposed COVID-19 Amendments
   • Disposition of Henry T. Wing School, Discuss and Vote on Land Development Agreement
   • Requested Additional Appointments to Local Planning Committee
   • Other Matters Not Reasonably Anticipated by the Chairman
7. New Business
   • Authorize Town Manager to Execute Public Safety Cell Tower Lease to Celico Partnership d/b/a Verizon Wireless
• Discuss and Appoint Cape and Vineyard Electric Cooperative (CVEC) Board Member
• Other Matters Not Reasonably Anticipated by the Chairman

8. Public Comment – publiccomment@sandwichmass.org

9. Closing Remarks

10. Executive Session – M.G.L. c.30A, §21(a) – The Chair declares that having an open session may have a detrimental effect upon the Town’s bargaining, litigating, or negotiating position, as applicable.
   Purpose #7: To comply with the Open Meeting Law, M.G.L. c.30A, §22(f):
   Review, potential approval and potential release of Executive Session meeting minutes – 3/5/20

   Purpose #3: Contract Negotiations – Town Manager

11. Adjournment

NEXT MEETING: 9/17/20

[Signature]

8/31/2020
<table>
<thead>
<tr>
<th>License Type</th>
<th>Current</th>
<th>Average</th>
<th>Median</th>
<th>Recommended</th>
</tr>
</thead>
<tbody>
<tr>
<td>Annual All Alcohol Restaurant</td>
<td>$1,500.00</td>
<td>$1,825.00</td>
<td>$1,775</td>
<td>$1,750</td>
</tr>
<tr>
<td>Annual All Alcohol Package Goods Store</td>
<td>$1,500.00</td>
<td>$1,811.00</td>
<td>$1,850</td>
<td>$1,750</td>
</tr>
<tr>
<td>Annual Wine and Malt Restaurant</td>
<td>$1,100.00</td>
<td>$1,278.00</td>
<td>$1,225.00</td>
<td>$1,200</td>
</tr>
<tr>
<td>Annual Wine and Malt Package Good Store</td>
<td>$960.00</td>
<td>$1,065.00</td>
<td>$1,225.00</td>
<td>$1,200</td>
</tr>
<tr>
<td>Seasonal All Alcohol Restaurant</td>
<td>$1,200.00</td>
<td>$1,483.00</td>
<td>$1,500.00</td>
<td>$1,500</td>
</tr>
<tr>
<td>Seasonal Wine and Malt Package Good Store</td>
<td>$840.00</td>
<td>$1,168.00</td>
<td>$1,185.00</td>
<td>$1,100</td>
</tr>
<tr>
<td>One Day All Alcohol</td>
<td>$50.00</td>
<td>$47.00</td>
<td>$50.00</td>
<td>no change</td>
</tr>
<tr>
<td>One Day Wine and Malt</td>
<td>$40.00</td>
<td>$36.00</td>
<td>$35.00</td>
<td>no change</td>
</tr>
<tr>
<td>Entertainment - One Day</td>
<td>$25.00</td>
<td>$59.00</td>
<td>$50.00</td>
<td>no change</td>
</tr>
<tr>
<td>Entertainment - Year Round</td>
<td>$75.00</td>
<td>$107.00</td>
<td>$75.00</td>
<td>no change</td>
</tr>
<tr>
<td>Amusement Device</td>
<td>$50.00</td>
<td>$66.00</td>
<td>$100.00</td>
<td>$70.00</td>
</tr>
<tr>
<td>Common Victualler (restaurant)</td>
<td>$50.00</td>
<td>$45.00</td>
<td>$50.00</td>
<td>no change</td>
</tr>
<tr>
<td>Class II (Used Car Dealer)</td>
<td>$75.00</td>
<td>$104.00</td>
<td>$100.00</td>
<td>$100.00</td>
</tr>
<tr>
<td>Livery</td>
<td>$50.00</td>
<td>$58.00</td>
<td>$50.00</td>
<td>no change</td>
</tr>
</tbody>
</table>
HI Nicole and other fellow Licensing departments,

I attach for your information, a policy Barnstable just recently heard and put into place, allowing for alcohol fee credits for section 12 licensees, allowance of inactive licensees to not have to pay until they reopen, and prorating the fee when they do. This does not apply to section 15 licensees since they have been open as essential. I hope this helps all of you looking at your fees. This will of course cause havoc on your budgets next year but hopefully Covid assistance money has come into town. We felt it only fair to give our licensees a break for those months they were closed.

If you have any questions or comments please do not hesitate to reach out to us.

Richard Scali
Licensing Director
President of Municipal Licensing Corp.

From: Murati Ferrer, Nicole [mailto:nmuratiferrer@cambridgema.gov]
Sent: Monday, August 03, 2020 11:16 AM
To: epeterson@lunenburgonline.com; 'Bruce, Kristina'; 'Meagher, Cathryn'; Scali, Richard; 'Lisa Johnson'; r.sacramone@tre.state.ma.us; ltomyl@actonma.gov; dcunlap@town.adams.ma.us; premoa@amesburyma.gov; carla.warren@andoverma.us; legalsecretary@cityoftATTLEBORO.us; rpressey@yahoo.com; sregan yahoo.com; fuzkowski@Townofbarre.org; hallie@bellionhamma.gov; pcallahan@belmont-ma.gov; jean-lorzio@boston.gov; nsundman@townofbourne.com; selina.shaw@town.boxborough.ma.us; amack@boylston-ma.gov; asteward@boylstonma.gov; tow clerk@braintreema.gov; ryoung@brewster ma.gov; lisasullivan@bridgewaterma.gov; mmilligan@cobma.us; scarvalho@cobma.us; bjt187@verizon.net; bmcdonough@burlington.org; License Commission; dtrent@townisp.com; jkemalian@town.canton.ma.us; elaine.weston@carverma.org; snealy@chatham ma.gov; cfisher@chelseama.gov; ltorres@town.dartmouth ma.us; diabrecque@dedham ma.gov; jshea@town.dennis ma.us; KateClisham@devensec.com; kbrady@townofdighton.com; skane@douglasma.org; oconnor@town.duxbury.ma.us; rjohnson@ebmass.gov; jeanne.quagletti@eastlongmeadowma.gov; thomas.florence@eastlongmeadowma.gov; mhaney@revere.org; lmailler@easthamptonma.gov; tegremont@egremont ma.gov; annette.debillo@cl.everett ma.us; selectmen@fairhavenma.gov; afarrell@fitchburgma.gov; priccio@foxboroughma.gov; dw@framinghamma.gov; cwhelton@franklinma.gov; esoares@freetownma.gov; wboulay@gardner ma.gov; mfarrell@georgetownma.gov; lorik@greenfield ma.gov; info@hadleyma.org; pmcscherry@town.hallifax ma.us; selectmen@hampdenma.gov; lorraine.burglo@hanover ma.gov; mmarini@hanson ma.gov; admin@townofhardwick.com; jdoucet@harvard ma.us; langus@cityofhaverhill.com; sbrouwer@hopedale ma.gov; mglynn@hopkintonma.gov; bos@hubbardstonma.us; tvickery@townofhudson.com; leahn@ipswich ma.gov; jbsproservices@verizon.net; lcook@kingstonmass.gov; rgarbitt@lakevillema.gov; tcaig mcgee@lakevillema.org; pruiz@cityoftlawrence.com; garzak@leicesterma.org; kkatzenten@lexingtonma.gov; danthony@cityofmalden ma.org; cchampagne@mansfieldma.com; wbfinance@aol.com; tmcook@maspehme.gov; rmillion@masspack.org; crichards@mattapoisett.net; ldupuis@mendonma.gov; cgleb@middleborough.com; afleming@townofmillbury ma.gov; kbouret@millis.net; towndadmin@milvillema.gov; jmcullough@townofmilton ma.gov; amcandrew@nantucket ma.gov; ddonovan@natickma.org; scincotta@needhamma.gov; nicholas.nanopolous@newbedford ma.gov; astanden@townofnewbury.org; lvarney@cityofnewburyport.com; tsibulkin@newtonma.gov; sjacobson@norfolkma.us; lburlaff@northandoverma.gov; gheidke@nattleboro.com; jstudley@northreadingma.gov; dwackell@town.northborough ma.us; mwetherbee@northbridgemass.gov; alesko@northamptonma.gov; akelly@norwoodma.gov; selectmen@norwoodma.gov; abutler@oakbluffsma.gov; mmilteva@town.oreleans ma.us; admin.otis@verizon.net; dtopin@townofpembroke mass.gov; lcaldron@plainville ma.us; skindregan@quincyma.gov; ddooney@town.raynham ma.us; hdennens@town.rebohoth ma.us;
TEMPORARY POLICY CHANGE ON ALCOHOL FEES AND INACTIVE LICENSES DUE TO COVID-19

Due to the inability of alcohol licensees in the Town of Barnstable to open and fully operate during the Covid-19 pandemic, the Barnstable Licensing Authority proposes the following temporary policy changes with regards to fees and inactive licenses:

1) That all section 12 alcohol licensees be credited one fourth of their alcohol fee for the next alcohol fee renewal period due in December (annual) or March (seasonal) for 2021; this credit would cover the closure period of three months in 2020;

2) That this credit does not apply to section 15 licensees as they were allowed as essential operations and allowed to be fully open in 2020;

3) That section 12 licensees who have been unable to reopen and/or have chosen to be closed during the pandemic, will be allowed to hold their licenses as inactive and may reopen during 2020 or next season in 2021, with the necessary inspections needed.

4) That section 12 licensees who are not open or have chosen to be closed, will not be required to pay a renewal license fee but should they reopen during 2020, pay a portion of the fees due for the year per month they are open in 2020 and the renewal fees due for 2021 in December (annual), 2020 or March (seasonal)2021.

5) That these temporary changes in policy be reviewed as changes to the Governor’s orders are amended or added as necessary and reviewed in November 2020 before the alcohol renewal period.
Heather-

I am forwarding to you Kurt's e-mail. As you can see SCG has agreed to keep the LDA as drafted. So in the event that they cannot commence Phase II or Phase II by the deadlines on the Project Schedule the Town may elect to have SCG re-convey the land. As we discussed they can always request an extension from the Town if they are just waiting for their financing commitments.

Enclosed please find the final version of the Land Development Agreement for the Board of Selectmen's approval.

If you have any questions, please feel free to contact me.

Vicki

Vicki S. Marsh, Esq.
KP LAW
101 Arch Street, 12th Floor
Boston, MA 02110
O: (617) 556 0007
F: (617) 654 1735
vmarsh@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.

Believe we should be all set. Thanks for your patience in working through these final issues. Best, Kurt

Kurt A. James, Esquire
Partner
KJP Partners LLP
175 Federal Street, Suite 1440
Boston, Massachusetts 02110
k james@kippartners.com
Tel.: 617-409-5398
Cell: 857-869-0068
Please visit our website at www.kjppartners.com
Download VCard
The information in this e-mail is intended only for the person to whom it is addressed. If you are not the intended recipient of this e-mail, you are notified that any unauthorized disclosure, copying, distribution or use of the information is strictly prohibited. If you receive this e-mail in error, please return this e-mail to the sender at KJP Partners and delete the email.

From: Vicki Marsh <VMarsh@k-plaw.com>
Sent: Friday, August 28, 2020 11:45 AM
To: Kurt James <kjames@kipppartners.com>
Cc: Dunham, George <gdunham@sandwichmass.org>; Harper, Heather <hharper@sandwichmass.org>; Vitacco, Ralph <rvitacco@sandwichmass.org>; John Giorgio <jGiorgio@k-plaw.com>; Keith McDonald <KJM@scgdevelopment.com>
Subject: RE: Wing School - LDA

Kurt-

I have reviewed these final revisions with the Town and they approve of them. So the Board of Selectmen will review this final version at their meeting scheduled for Thursday, September 2, and vote to approve of the form.

I appreciate your cooperation in finalizing this today.

Vicki

Vicki S. Marsh, Esq.
KP | LAW
101 Arch Street, 12th Floor
Boston, MA 02110
O: (617) 556 0007
F: (617) 654 1735
vmarsh@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.

From: Kurt James <kjames@kipppartners.com>
Sent: Friday, August 28, 2020 10:06 AM
To: Vicki <VMarsh@k-plaw.com>
Cc: Dunham, George <gdunham@sandwichmass.org>; Harper, Heather <hharper@sandwichmass.org>; Vitacco, Ralph <rvitacco@sandwichmass.org>; John Giorgio <jGiorgio@k-plaw.com>; Keith McDonald <KJM@scgdevelopment.com>
Subject: RE: Wing School - LDA

Hoping these tweaks are acceptable. I am available all day to finalize this. Thank you. Best, Kurt

Kurt A. James, Esquire
Partner
KJP Partners LLP
175 Federal Street, Suite 1440
Boston, Massachusetts 02110
kjames@kipppartners.com
LAND DEVELOPMENT AGREEMENT

This Land Development Agreement (this "Agreement" or "LDA") is made as of this ____ day of __________, 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, having an address of 100 Corporate Place, Suite 404, Peabody, Massachusetts 01960 ("SCG").

Recitals

WHEREAS, the Town is the fee simple owner of a certain parcel of land located at 33 Water Street, Sandwich, containing 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 (the "Registry of Deeds") in Book 446, Page 68 (the "Property"), as shown on the plan attached hereto as Exhibit A.

WHEREAS, the Town has decided to develop the Property for affordable housing purposes and determined that it can best accomplish this purpose by engaging a private developer to develop, construct and operate such housing, subject to affordable housing restrictions to be entered into by the Developer at the time of the construction financing closing.

WHEREAS, the Town, pursuant to the requirements of M.G.L. Chapter 30B, issued a request for proposals in connection with the contemplated development, construction and operation of affordable rental housing on a portion of the Property and the preservation of the exterior façade of the Building. On or about ____________, Developer submitted a proposal (the "Proposal") to develop, construct and operate a total of one hundred twenty-eight (128) residential units in three phases (each, a "Phase") on the Property (the "Units"), all of which shall be used for senior housing rental purposes, and to preserve the exterior façade of a portion of the Building, (the "Improvements") as generally described in the Proposal which is attached as Exhibit A and incorporated herein by reference and otherwise in accordance with this Agreement (the "Project"). On or about ____________, the Town designated Developer as the developer for the Project.

WHEREAS, the Developer entered into an Option Agreement with the Town to acquire the Property and to enable the Developer to obtain the necessary federal, state and local regulatory approvals and the financing required for the development of the Project.

WHEREAS, the obligations of the Town’s conveyance of the Property to the Developer are contingent, among other things, on the Developer obtaining the permits and approvals necessary for the construction and operation of the Project and financing in amounts sufficient in the Town’s and Developer’s reasonable judgment to acquire the Property and construct the Improvements.

WHEREAS, the parties wish to enter into this Agreement to set forth the terms and conditions under which the Town will convey the Property to the Developer and the terms of development of the Project.

NOW, THEREFORE, in consideration of the mutual promises of the parties contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree to the following provisions.
The Developer agrees (for itself, and any successors to, or assigns of, any interest in the Property, or any portion thereof), to develop the Property and to undertake the Project as follows:

**Article 1. Construction Obligations.**

1.1 Construction of Project. The Developer shall construct on the Property the Improvements containing no more than a total of one hundred twenty-eight (128) residential units 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, all of which shall be used for senior affordable housing rental purposes. _____ (___) units shall contain one bedroom, _____ (___) units shall contain two bedrooms and _____ (___) units shall contain three bedrooms. The Developer shall prepare plans and specifications for the construction of the Project and for any work done or improvements made on the Property, showing in detail the location, layout and size of the units, the landscaping and all other improvements to be constructed on the Property. The Units must contain complete living facilities including but not limited to a stove, kitchen cabinets and plumbing fixtures. The Developer shall submit the plans and specifications to the Board of Selectmen for its approval (the "Draft Plans"), not to be unreasonably withheld, delayed or conditioned. If the Board of Selectmen disapproves of the Draft Plans, the Board of Selectmen shall give the Developer an itemized statement of reasons for disapproval within thirty (30) days. The Developer shall use reasonable efforts to promptly revise the Draft Plans to address any reasonable concerns of the Board of Selectmen after receipt of such disapproval and resubmit the same to the Board of Selectmen for approval pursuant to this Section. Any resubmission shall be subject to approval by the Board of Selectmen in accordance with the procedure outlined above for the original submission until the same is approved by the Board of Selectmen, not to be unreasonably withheld, delayed or conditioned. The Developer 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 draft Plans shall be deemed approved by the Board of Selectmen (the "Approved Plans"). The Developer acknowledges and agrees that the review of the Draft 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. The Developer agrees not to make any material changes or revisions to the Approved Plans as described in this LDA (other than the necessary supplemental details needed to apply for a building permit) without the Sandwich Zoning Board of Appeals’ prior written consent. For review of any proposed revisions to the Approved Plans, the Developer and the Zoning Board of Appeals shall follow the above-described process for the Board of Selectmen’s original review and approval of the Draft Plans. At least thirty (30) days prior to making such changes or revisions, the Developer shall submit to the Zoning Board of Appeals detailed plans and specifications showing in detail the changes to be made and obtain the Zoning Board of Appeals’ consent.

1.2 Construction Schedule. The Developer shall complete Phase I of the Project in accordance with the terms of this LDA within two (2) years from the date of recording of the Deed from the Town to the Developer with the Registry of Deeds (the "Date of Recording"), and complete each additional Phase of the Project within two (2) years of the deadline for commencement of such Phase as shown on the Project Development Schedule attached hereto as Exhibit B subject to Unavoidable Delay or Town Delay. The Developer must commence construction of Phase I of the Project within sixty (60) days from the Date of Recording and
commence the additional Phases of the Project in accordance with the Project Development Schedule, subject to the extension rights of the Developer set forth therein, exercisable upon advance notice to the Town. The Town at its sole option may extend these deadlines if the Town determines that the Developer has proceeded diligently in its performance, and the Town shall reasonably extend the deadlines for force majeure and other events beyond the control of the Developer. In the event that there are any upgrades to the wastewater treatment facility necessary for the Project, the Developer shall be solely responsible for these costs.

1.3 The Building. The Developer agrees that it will file the Project Notification Form with the Massachusetts Historic Commission for the Project including, without limitation, the proposed demolition of a portion of the Building. The Developer agrees that it will preserve the exterior façade of the remaining portion of the Building (other than the portion of the Building that the Developer is demolishing), and will grant to the Town a permanent historic preservation restriction, in accordance with the provisions of G.L. c. 184, §§ 31-33 and in a form to be acceptable by the Massachusetts Historic Commission. If the Developer 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 Board of Selectmen and the Massachusetts Historic Commission of the same in writing at least thirty (30) days prior to making any changes thereto, setting forth in detail the changes that the Developer proposes to make to the exterior, and obtain approval from the Zoning Board of Appeals for such changes as part of the Comprehensive Permit process. The Developer 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.

1.4 Performance and Payment Bonds. Prior to the commencement of the construction of any Phase of the Improvements (the “Work”), the Developer shall cause the general contractor for such Phase to provide the Town with a performance and labor and materials payment bond of a surety reasonably acceptable to the Town, or other form of surety, reasonably acceptable to the Town, in the amount of 100% of the cost of the Improvements in such Phase ensuring the completion of the Work in such Phase and payment for labor and materials (the “Bond”). In the event the Work as required by this LDA is not completed within the time set forth in Section 3.2 above (including any extensions thereof agreed upon by the parties or as a result of Unavoidable Delays or Town Delays), or if the Work is not completed substantially in accordance with the Approved Plans, the Town shall have the right to call upon the surety to complete the Work in accordance with this LDA and the Bond. Upon the Town’s consent which shall not be unreasonably withheld or, conditioned or delayed, a payment and performance bond in favor of the lender(s) in form and amount acceptable to the Town may be substituted, in which case the Town shall have no right to bond proceeds payable to the lender(s) unless lender(s) agrees to provide rights under the payment and performance bond should lender not enforce its rights under said bond.

1.5. Quality of Work. The Developer shall procure all necessary permits before undertaking any Work, and shall cause all the Work to be performed in a good and first-class workmanlike manner in compliance with good engineering and construction practices, and using new materials materials of customary quality for development projects in the greater Sandwich area similar to the Project and in accordance with the Approved Plans and all applicable laws, ordinances, codes and regulations. The Developer shall take all commercially reasonable measures to (i) minimize dust, noise and construction traffic, (ii) minimize any damage,
disruption or inconvenience caused by the Project, and (iii) make adequate provision for the safety and convenience of all persons affected thereby and to police the same. Dust, noise, lighting and other effects of the Project shall be controlled using commercially reasonable methods.

1.6. Liens. The Developer shall not permit any mechanic’s liens or similar liens to remain upon the Property for labor and materials furnished to the Developer in connection with work of any character performed at the direction of the Developer and shall within sixty (60) days after receipt of the notice of this claim, cause any such lien to be released of record without cost to the Town, by satisfaction or discharge of such lien or protection and surety against such lien by bond. Written evidence of the satisfaction or release of any such lien shall be provided to the Town immediately upon such satisfaction or release. Notwithstanding the foregoing, if the Developer is disputing any mechanic’s lien or similar lien for labor or materials performed at the direction of the Developer, so long as arrangements reasonably satisfactory to the Town are made to provide for the bonding over of such lien (which may include modification of the bond posted by the Developer or its letter of credit), and Developer is diligently protesting such lien, then Developer shall not be required to cause the lien to be released of record.

1.7. Compliance. The Developer shall construct the Project in compliance with all applicable approvals, licenses permits, and variances issued by any federal, state or local governmental jurisdiction having authority thereof and with all federal, state or local laws and regulations.

1.8 Delays. The deadlines under this Agreement shall be automatically extended for “Unavoidable Delays”, “Town Delays” and other events beyond the control of the Developer. For purposes of this Agreement, “Unavoidable Delays” shall mean any delay, obstruction or interference resulting from any act or event whether affecting the Project or the Developer, which has a material adverse effect on the Developer’s rights or duties, provided that such act or event is beyond the reasonable control of the Developer after pursuing all diligent and good faith efforts to remedy the delaying condition in an expedient and efficient manner and was not separately or concurrently caused by any grossly negligent or willful act or omission of the Developer or could not have been prevented by reasonable actions on the Developer’s part and the Developer shall have notified the Town herein not later than five (5) days after discovering the occurrence of the Unavoidable Delay enumerated herein and within a reasonable time, including but not limited to, delay, obstruction or interference resulting from: (i) an act of God, landslide, lightning, earthquake, fire, explosion, flood, sabotage or similar occurrence, acts of a public enemy, war, blockage or insurrection, riot or civil disturbance; (ii) any legal proceeding commenced by any party seeking judicial review of this Agreement or any governmental approvals, or any restraint of law (e.g., injunctions, court or administrative orders, or moratorium imposed by a court, or administrative or governmental authority); (iii) the failure of any utility or governmental entity required by law to provide and maintain utilities, services, water and sewer lines and power transmission lines to the Property, which are required for the construction of the Project or for other obligations of the Developer; (iv) strikes, work stoppages or other substantial labor disputes; (v) the failure or inability of any subcontractor or supplier to furnish supplies or services if such failure or inability is itself caused by an Unavoidable Delay and/or could not have been reasonably prevented and the affected party cannot reasonably obtain substitutes therefore; (vi) a change in governmental regulations first enacted after the date of this Agreement (excluding typical periods for obtaining permits and approvals); or (vii) act of terrorism. For
purposes of this Agreement, "Town Delay" shall mean any delay in the completion of
developer's work to the extent directly resulting from any of the following: (i) the Town’s
failure to supply information or provide comments or approvals within the time periods specified
herein (or if no time period is specified, within five (5) business days of notice) in order to
complete construction in a timely manner, or (ii) the Town’s written request to Developer to
temporarily stop work absent any default or failure by Developer.

**Article 2. Financial Obligations.**

2.1 Financing: The Developer has obtained or will use diligent and good faith efforts to
obtain Project financing sufficient to purchase the Property and to construct and complete each
Phase of the Project substantially in accordance with the Project Budget attached hereto as
Exhibit C from one or more lenders or mortgage holders or other funding, equity and other
financing sources (collectively, the “Funding Sources”), secured by one or more mortgages or
other instruments creating an encumbrance or lien upon the applicable Phase of the Property to
be recorded hereafter and including the same as may be refinanced, subject to Paragraph 2.2
below (the “Mortgage(s)”). The holder(s) of the Mortgage(s), which shall include any insurer or
guarantor of any obligation or condition secured by any Mortgage, is (are) referred to herein as
(the “Mortgagee(s)”). The Developer agrees to pay all amounts due in accordance with the
requirements of the Funding Sources. The Mortgage(s) shall be subject to and subordinate to
this LDA.

2.2 Refinancing/Additional Financing. The Developer shall provide the Town with thirty
(30) days written notice of any intended refinancing of the Funding Sources not contemplated in
the Project Budget that is to occur prior to the completion of applicable Phase of the Project,
which shall require the Town’s prior written consent, which refinancing shall be approved by the
Town provided that the total indebtedness shall not exceed the then appraised “as completed”
value of the applicable Phase of the Project or otherwise such consent shall not be unreasonably
withheld, conditioned or denied.

2.3 Obligation to Pay Taxes and Assessments. The Developer shall pay or cause to be
paid all taxes, assessments and other charges, fines and impositions attributable to the Property,
which may attain a priority over the Mortgage(s), but this clause shall not be deemed to preclude
Developer from contesting the validity or amount of such taxes, assessments, charges, fines or
impositions, which may be paid under protest.

**Article 3. Use of Property.**

3.1 Affordable Housing. The Developer agrees that the Property shall be permanently
restricted for affordable senior rental housing purposes. All of the Units shall be rented to
households comprised of at least one individual 62 years of age or older and one hundred percent
(100%) of the Units in the Project shall be subject to an affordable housing restriction (the
“AHR”). The AHR for the first Phase of the Project shall be recorded with the Deed to the
Property and the AHR for each subsequent Phase of the Project shall be recorded with the
Registry of Deeds at the closing of construction financing for such Phase. One hundred seven
(107) of the Units (the “Affordable Units”) shall be rented and occupied by an individual or
household earning no more than sixty (60%) or less of the annual median income ("AMI") for
the Barnstable Metropolitan Statistical Area, as determined by the United States Department of
Housing and Urban Development ("HUD"), adjusted for household size at the time of the leases
("AMI"), and that of those Units, twenty-seven (27) of the Units shall be rented and occupied by
an individual or household earning no more than thirty (30%) percent of the AMI (the “Eligible
Tenants"). The Developer 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, promptly upon the issuance of a Certificate of Occupancy for the relevant Phase of the Project. Each AHR shall be in a form and substance reasonably acceptable to the Town and 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, 32 and 33, and shall also be deemed an “other restriction” held by a governmental body as defined in G.L. c. 184, § 26 such that such restrictions shall be enforceable for their full term and not be limited for any duration by any contrary rule or operation of law, and in any event shall be enforceable for at least ninety-nine (99) years. The Town shall be a holder of such restriction. The AHR shall be recorded prior to any mortgages or other liens on the Property or shall be subject to an intercreditor agreement which provides that any requirements of Chapter 40B relating to the Affordable Units shall survive any foreclosure of a Mortgage. The remaining twenty-one (21) residential units will be rented at market rates. The Developer shall create at least 80% of the Units qualified as Affordable Units in each of the three Phases of the Project.

3.2 Local Preference. The Developer shall make the Units available to Eligible Tenants who are residents of the Town of Sandwich or Barnstable County in a local preference program, to the extent permitted by law.

3.3 Monitoring Services. The Developer 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.

3.4 Use and Maintenance: The Developer shall use the Property to provide affordable housing to income-eligible persons as described above in this LDA. The Developer shall maintain the Property, the Buildings and other improvements thereon in safe, good order, condition and repair. To this end, the Developer shall have entered into a management agreement as described in the Proposal to manage and maintain the Project.

3.5 Insurance: The Developer agrees to maintain the following insurance:

(a) Type of Insurance: The Developer shall continuously maintain in full force, during any period in which the Developer is performing construction activities on the Property, a builder’s risk policy insuring the Property and all improvements thereon, in an amount equal to one hundred percent (100%) of the replacement costs thereof, by companies qualified to do business in Massachusetts, with a Best’s rating of A- or better, until the completion of the Work. [The Town shall be named as an additional insured and under which the insurer agrees to defend, indemnify and hold the Town harmless from and against all cost, expense and/or liability arising out of or based upon any and all claims, accidents, injuries and damages related to the Work, the condition of the Property, or any act or omission of the Developer, its contractors, licensees, agents, servants, employees, customers, invitees, guests or visitors or anyone claiming by, through or under the Developer, or failure to comply with the provisions of this LDA or with applicable laws in connection with the exercise of the rights and obligations of the Developer hereunder, in the broadest of such coverage from time to time available in Massachusetts.][Confirms that such coverage is available] All policies shall be so written that the Town shall be notified of cancellation or restrictive amendment at least [thirty (30)] [confirmation] days prior to the effective date of such cancellation or amendment;
(b) **Minimum Limits:** Developer shall, at a minimum, carry comprehensive public liability insurance in the amount of $1,000,000.00/occurrence, $3,000,000.00/aggregate with property damage liability insurance in limits of $1,000,000.00/occurrence, $3,000,000.00/aggregate, and $1,000,000.00/occurrence, $3,000,000.00/aggregate for bodily injury liability. However, the Town shall have the right to require the Developer to increase such limits when the minimum limits of liability insurance commonly and customarily carried on properties comparable to the Property in the greater Sandwich area by responsible owners are more or less generally increased, it being the intention of this sentence to require the Developer to take into account of inflation in establishing minimum limits of liability insurance maintained from time to time on the Property;

(c) **Insurance Carried by Contractors.** During the construction of the Project, the Developer shall require that the general contractor for the Work maintain (i) for the benefit of the Developer and the Town as additional insureds, commercial general liability insurance, including, products and completed operations coverage, against any claims for personal injury, death, property damage occurring upon, in or about the Property during the construction of the Work in the amount of $1,000,000.00 per occurrence and $3,000,000.00/aggregate; (ii) worker’s compensation in amounts required by state statute; and (iii) employer’s liability insurance in amounts not less than $1,000,000.00; and (iv) automobile liability insurance, including the ownership, operation and maintenance of any automotive equipment, owned, hired or non-owned, in an amount not less than $1,000,000.00 combined single limit;

(d) **Evidence of Insurance.** The Developer shall submit to the Town at the time of Closing and no less than annually thereafter, certificates of insurance for all of the policies required to be maintained by the Developer hereunder, which certificates shall show at least the coverage and limits of liability specified herein and the expiration date and that the Town is an additional insured. All policies shall be so written that the Town shall be notified of cancellation or restrictive amendment at least [thirty (30)][confirm] days prior to the effective date of the cancellation or amendment;

(e) **Obliation to Restore.** Subject to the rights of mortgagees, in the event that any damage or destruction of the Property occurs as a result of the negligent or willful act or omission of the Developer, or any of its employees or agents or assignees, licensees or invitees, the Developer shall be responsible for the full restoration of the damaged or destroyed property, regardless of the available insurance proceeds or the time remaining on the Term of this LDA.

**Article 4. Default; Remedies.**

4.1 Defaults by Developer. The occurrence of any of the following events shall constitute an event of default ("Event of Default") under this Agreement by Developer:

4.1.1 Failure by the Developer to diligently prosecute the development and construction of the Project and complete the construction on time in accordance with this Agreement or to observe or perform in any material respect any covenant, condition, agreement or obligation hereunder continuing for thirty (30) days after the receipt of a written notice thereof, or such longer period reasonably required to cure the breach, provided the cure was commenced reasonably promptly after receipt of said notice and continuously and diligent prosecuted (the "Developer Cure Period");
4.1.2 Failure by the Developer after all applicable notice, grace and cure periods, to
diligently observe or perform any of the Developer’s covenants, conditions, agreements or
obligations under the AHR or any other similar document or instrument now or hereafter in
effect between the Town and the Developer relating to this Project;

4.1.3 The sale or transfer of the Property in violation of Section 5.2 below;

4.1.4 The issuance of any execution or attachment against Developer or against any of
Developer’s property pursuant to which the Property shall be taken or occupied, provided that
Developer is first provided an opportunity to cure the discharge or bond over the same within
sixty (60) days of notice from the Town unless extended by agreement of the parties.

4.1.5 The filing by Developer of a voluntary petition, or the filing against the Developer
of an involuntary petition, in bankruptcy or insolvency or adjudication of bankruptcy or
insolvency of Developer, or the filing by Developer of any petition or answer seeking any
reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief
under the present or future federal bankruptcy act, or any other present or future applicable
federal, state, or other statute or law, or the assignment by Developer for the benefit of creditors,
or appointment of a trustee, receiver, or liquidator of all or any part of the assets of Developer,
and within ninety (90) days after the commencement of any such proceeding against Developer,
such proceeding shall not have been dismissed, or if, within ninety (90) days after the
appointment of any trustee, receiver, or liquidator of Developer or of all or any part of
Developer’s property, without the consent or acquiescence of Developer, such appointment shall
have not been vacated or otherwise discharged.

4.2 Remedies for Town.

4.2.1 If there is an Event of Default by Developer after all applicable notice periods, the
Town shall have the right to terminate this LDA and all other remedies available to it at law or in
equity including without limitation the right to call upon surety under the Bond to complete the
Work, or to institute such action and proceeding as may be appropriate against the Developer,
including actions and proceeding to compel specific performance and to bring a claim in a court
of competent jurisdiction seeking restitution from the Developer in an amount representing the
Town’s costs, liabilities, losses and expenses resulting from the Event of Default by the
Developer.

4.2.2 Notwithstanding the remedies available to the Town for an Event of Default by the
Developer as set forth in Section 4.2.1, if the Developer is unable to commence construction of
Phase II or Phase III of the Project in accordance with Section 1.2 above, then the Town, at its
option, may elect that the Developer no later than sixty (60) days after all applicable notice
periods have passed, unless the Developer has commenced construction of the applicable Phase
within such sixty (60) day period, either (a) convey to the Town the applicable parcel of land
comprising Phase II and/or Phase III, as applicable, as shown on the Approved Plans (each, a
“Phased Parcel”), together with and subject to any existing utilities and access and utility
easements for purposes of access and utilities for use of such Phased Parcel; or (b) grant the
Town a ground lease in a form reasonably acceptable to the Town of such Phased Parcel for a
term of not less than ninety-nine years, together with and subject to any existing utilities and
access and utility easements for purposes of access and utilities for use of such Phased Parcel. If
the Town elects that the Developer re-convey a Phased Parcel pursuant hereto, then the Town
shall prepare a subdivision plan of the Property in a form suitable for recording with the Registry
of Deeds to create the applicable Phased Parcel as a separate lot and obtain the approval of the Town of Sandwich Planning Board as a condition to such conveyance.

4.3 Town’s Option to Cure Developer Default. The Town, may at its option, cure any Developer default, in which case, the Town shall be entitled, in addition to and without limitation upon any other rights or remedies to which it shall be entitled by this LDA, operation of law, or otherwise, to reimbursement from the Developer or successor in interest of all reasonable costs and expenses incurred by the Town in curing such Developer’s default and to a lien upon the Property for such reimbursement; provided, however, that any such lien shall be subject and junior always to the lien of any existing mortgage on the Property authorized under this LDA, or any future advances, extensions, modifications, refinances or substitutions thereof.

4.4 Notice of Foreclosure. The Developer shall cause the Mortgagees to give not less than sixty (60) days prior written notice to the Town, by registered mail, of each Mortgagee’s intention to foreclose upon its Mortgage or to accept a conveyance of the Property in lieu of foreclosure, in which event the Town shall have the right, but not the obligation, to cure whatever default(s) have entitled the Mortgagees to issue the foreclosure notice within the cure periods provided in the Mortgage which amount, together with the Town’s costs and expenses (including reasonable counsel fees) shall be added to the amounts due to the Town pursuant to Section 4.3 above.

4.5 Default of Town.

4.5.1. The following shall be an event of default by the Town (referred to herein as “Town Default”):

a. Upon receipt of written notice by the Town specifying the failure of the Town to observe or perform any of the Town’s covenants, agreements, or obligations hereunder within thirty (30) days following receipt of written notice from the Developer specifying such failure, or such longer period reasonably required to cure the breach, provided the cure was commenced immediately after receipt of said notice and continuously and diligently prosecuted;

b. Upon receipt of written notice by the Town specifying the failure of the Town to observe or perform, after all applicable cure periods, any of the Town’s covenants, agreements, or obligations under any document or instrument now or hereafter in effect between the Town and the Developer relating to this Project or the Property.

4.5.2. Rights of Developer upon Town Default. In the event that a Town Default has occurred, the Developer’s sole remedy shall be to institute such action and proceedings, at law or in equity, as may be appropriate against the Town, including actions and proceedings to compel specific performance in a court of competent jurisdiction.

4.6 Default of Mortgagee. Any Mortgagee in whom title to the Property has vested by way of foreclosure or action in lieu of foreclosure shall be subject to the Developer Default provisions pursuant to Section ___ above, and the Town shall have the enforcement rights set forth in Section ___, above as if the Mortgagee were the Developer, so that the Mortgagee shall receive notice of a Developer Default in its capacity as Developer, and an additional notice in its capacity as Mortgagee, and shall the benefit of all the cure period set forth thereunder.
4.7 Mortgagee’s Option to Cure Developer Defaults. After any Developer default, each Mortgagee shall have the right, at its option, to cure or remedy such breach or default and to add the cost thereof to the mortgage debt and the lien of its mortgage; provided however, that if the breach or default is with respect to the Developer’s failure to construct the improvement in accordance with the Approved Plans, nothing contained in this LDA shall be deemed to authorize or permit such Mortgagee, either before or after foreclosure or action in lieu thereof, to undertake or continue the construction or completion of the Work (beyond the extent necessary to conserve or protect improvements or construction already made) without first having expressly assumed the obligation to the Town, by written agreement satisfactory to the Town and any other party having a right to enforce this LDA in the event of default, to complete in the manner provided in this LDA the Work.

Article 5. Miscellaneous.

5.1 Access. The Developer shall permit the Town or its agents to enter the Property at any reasonable time, from time to time, upon reasonable notice to the Developer, to inspect the Property and to ensure compliance with the provisions of this LDA.

5.2 Sale or Transfer. Until the Project has been substantially completed in accordance with this LDA, Developer shall not sell, dispose, encumber, pledge, convey, assign or other transfer of any interest in the Property 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 without the Town’s prior written consent, which shall not be unreasonably withheld. Any sale, assignment, conveyance or other transfer of the Property, whether before or after the completion of the Project, shall be subject to the terms of this LDA, and the buyer, assignee or transferee shall assume the obligations of Developer under this LDA in writing as if it were the original developer hereunder. Any attempted assignment or other transfer made contrary to this Section shall be void. Any sale, assignment or transfer of the Property permitted by the Town shall not be deemed assent to any subsequent sale, assignment or transfer. Such restrictions shall not apply to any mortgage of the Property or any sale following a foreclosure of the Property.

5.3 Compliance with Laws. The Developer shall carry out the Project in compliance with all applicable federal, state and local laws, codes, ordinances, codes, rules and regulations and with all necessary permits.

5.4 Development Costs. The Developer shall be solely liable for all costs incurred in construction of all the Work required under this LDA to complete the Project, except for those funds, which the Town agrees to grant to the Developer including, without limitation, any funds pursuant to the Community Preservation Act.

5.5 Enforcement. The Developer agrees to reimburse the Town for any and all costs and expense, including reasonable attorneys’ fees and court fees, incurred by the Town in enforcing this LDA.

5.6 Indemnification. The Developer shall defend, indemnify, and hold the Town harmless from and against any and all liabilities, losses, costs, expenses (including attorneys’ fees), causes of action, suits, claims, damages, demands, judgements from any and all claims, actions, or suits accidents, injuries or damages related to the Work, the condition of the Property, or any act or omission of the Developer, its contractors, licensees, agents, employees, invitees, guests or anyone claiming by, through, or under the Developer, except to the extent any such cost, expense
and/or liability is caused directly by the negligence of the Town, its contractors, licensees, agents or employees, that may be imposed upon, incurred by, or asserted against the Town by reason of this LDA. This indemnity and hold harmless agreement shall include indemnity against all costs, expenses, and liabilities incurred in or in connection with any such claim or proceeding brought thereon, and the defense thereof.

5.7 Integration. This Agreement expresses the entire agreement of the parties, and supersedes and replaces any prior agreements of the parties, written or oral.

5.8 Applicable Law. This Agreement shall be construed under the laws of the Commonwealth of Massachusetts.

5.9 Amendment. This Agreement may be amended only by a written instrument, executed by the party to be charged therewith.

5.10 Notices. Whenever, by the terms of this Agreement, notice or any other communication shall or may be given, such notice or communication shall be in writing and shall be deemed given upon the earlier of (i) actual receipt by the party to whom addressed or by such party’s agent or employee, (ii) two business days after being deposited in the U.S. Mail, registered or certified mail, postage prepaid, or (iii) one business day after being delivered to a so-called “overnight” mail service with 1-day service, in any event addressed as follows:

If to Town, to:
Town of Sandwich
Sandwich Town Hall
130 Main Street
Sandwich, MA 02649
Attn: George Dunham
Town Manager
Email: gmunham@sandwichmass.org

and a copy to:
KP Law, P.C.
101 Arch Street, 12th Floor
Boston, MA 02110
Attn: Vicki S. Marsh, Esq.
Email: vmarsh@k-plaw.com

If to Developer, to:
SCG Development Partners, LLC
100 Corporate Place, Suite 404
Peabody, MA 01960
Attn: Keith McDonald
Email: KJM@scgdevelopment.com

and a copy to:
KJP Partners LLP
175 Federal Street, Suite 1440
Boston, MA 02110
Attn: Kurt A. James, Esq.
Email: kjames@kjppartners.com

5.11 Approvals and Consents. Where the approval or consent of either party is required, such approval or consent shall not be unreasonably withheld, conditioned or delayed. All
approvals and consents shall be requested and provided in writing. Any denial of an approval or consent shall be in writing and shall contain a clear and full statement of the reasons for the denial. Unless otherwise specifically provided in this Agreement, if approval or consent is requested pursuant to the notice procedures set forth in this Agreement and if no response is received within fourteen (14) days of the notice, the approval or consent shall be conclusively deemed granted.

5.12 Binding. The terms of this Agreement shall be binding on the parties, and their respective successors, heirs and assigns, all covenants, agreement, terms and conditions of this Agreement shall be construed as covenants running with the land.

5.13 Heading and Captions for Convenience Only. The captions and heading throughout this Agreement are for convenience of reference only and the words contained therein shall in no way be held or deemed to define, limit, explain, modify, amplify or add to the interpretation, construction or meaning of any provision of, or the scope or intent of this LDA, nor in any way affect his Agreement, and shall have no legal effect.

5.14 Estoppel Certificates. The Town shall execute and deliver to any of Developer’s Funding Sources within thirty (30) days of such request, an Estoppel Certificate certifying as to whether there are any existing defaults of this Agreement by the Developer to the best of the Town’s knowledge, and specifying the nature of such defaults, if any.

5.15. Cooperation. The Town agrees to use reasonable efforts to assist the Developer in obtaining any and all permits, licenses, easements and other authorizations required by any governmental authorities with respect to any construction or other work to be performed on the Property, but the Developer 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. Further, the Town does hereby authorize the Developer, and its designees and assignees, to: (i) execute and file any and all applications for licenses, permits or approvals the Developer deems necessary, appropriate or convenient relating to the rehabilitation, development, construction, demolition, and/or improvement of the Property, all as determined by the Developer in its sole reasonable discretion; (ii) to appear before all applicable governmental authorities in support of any such applications; and, (iii) to take all action said Developer deems necessary, appropriate or convenient in connection with any of the foregoing upon reasonable notice to the Town. Moreover, at the request of the Developer, the Town shall execute within a reasonable time upon receipt of the request, all applications, documents and instruments, if any, required in connection with the transfer to the Developer of the benefits of any zoning, wetland, land use, building code and other governmental permits and approvals affecting the Property.

5.16 Enforcement. The parties, and thereafter any permitted successors and assigns of the parties, covenant and agree that the losing party will reimburse the winning party for all reasonable costs and expenses (including without limitation reasonable attorneys’ fees) incurred in enforcing (but not defending against the enforcement action of the other party) this LDA or in remedying or abating any violation thereof, provided that no obligation shall arise under this paragraph until a court of competent jurisdiction shall have determined that the party from whom reimbursement is being sought has violated this LDA.

5.17 Term. This Agreement shall be effective as of the date first set forth above and shall terminate with respect to each Phase upon issuance of a Certificate of Occupancy for such Phase,
whereupon the Town and the Developer shall execute a Notice of Termination at the Registry of Deeds.

5.18 Notice of Land Disposition Agreement. The parties may record a mutually agreeable form of Notice of Land Development Agreement at the Registry of Deeds.

[Signature page follows]
IN WITNESS WHEREOF, the parties have executed and delivered this Agreement under seal as of the date and year first written above.

SCG DEVELOPMENT PARTNERS, LLC
By: SCG Development Manager, LLC, its managing member
By: SCG Capital Corp. (d/b/a Strat Cap), its sole member

By: ____________________________
Stephen P. Wilson
President-Virginia Office

TOWN OF SANDWICH
By its Board of Selectmen

By: ____________________________

List of Exhibits:
Exhibit A
Proposal
### Exhibit B
#### Draft Project Development Schedule

<table>
<thead>
<tr>
<th>LDA</th>
<th>Construction Start / Extension Option</th>
<th>Extension 1</th>
<th>Extension 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>Phase 1</td>
<td>October 2023/ October 2025</td>
<td>12 months – October 2024</td>
<td>12 months – October 2025</td>
</tr>
<tr>
<td>Phase 2</td>
<td>July 2024/ July 2026</td>
<td>12 months – July 2025</td>
<td>12 months – July 2026</td>
</tr>
<tr>
<td>Phase 3</td>
<td>July 2025 / July 2027</td>
<td>12 months – July 2026</td>
<td>12 months – July 2027</td>
</tr>
</tbody>
</table>
Exhibit C
Project Pro Forma
Bud:
Can the following appointments to the LCP Steering Committee be included for the next selectmen’s meeting:

Lisa Hassler (Historical Commission)
4 Harbor Street
Sandwich, MA 02563

Roy Anderson (Conservation Commission)
341R Philips Rd.
Sandwich, MA 02563

Please note, Bill Daley, the Historic Commission representative resigned from the committee and Conservation never put forward a candidate.
With these appointments the committee will have the representation designated by the Planning Board.
Thank you,
Ralph

Ralph A. Vitacco
Director Planning & Economic Development
(508) 833-8001
rvitacco@sandwichmass.org
TELECOMMUNICATIONS LEASE AGREEMENT

This Lease ("Lease") dated August __, 2020 between,
Cellco Partnership d/b/a Verizon Wireless ("LESSEE"), having its principal place of
business at One Verizon Way, Basking Ridge, NJ 07921, and the Town of Sandwich,
Massachusetts, by and through its Board of Selectmen, a Massachusetts municipal
corporation ("LESSOR"), having its principal place of business at 130 Main Street,
Sandwich, Massachusetts 02563.

Forming part of this Lease are the terms and conditions of the Town of Sandwich Request for
Proposals, Lease of Municipal Property for Wireless Communications Equipment, dated June
10, 2020. In the event of any inconsistency between the Lease and the RFP, the terms that
are most favorable to the LESSOR will govern.

1. The Site(s). LESSOR is the record owner of a certain parcel of real property located in
the Commonwealth of Massachusetts, Barnstable County, Town of Sandwich, and more
particularly shown as 255 Cottuit Road, as shown on Town Assessor’s Map 17 as Parcel 196,
including the public safety telecommunications tower located thereon.

2. Lease of the Premises.

(a) Premises.

LESSOR hereby leases to LESSEE, and LESSEE leases from LESSOR, that portion of the Site
generally described as follows:

Real property consisting of approximately 100 square feet of space and certain space located on
the telecommunications tower, as indicated in Exhibit A to this Lease (the “Premises”).
LESSOR and LESSEE hereby agree that the Premises, including any Access and Utility
License Area (as defined below), shall be surveyed by a licensed surveyor at the sole cost of
LESSER, and such survey description shall then supplant the document now included in
Exhibit A, and shall become a part hereof as if initially appended hereto, and shall control as
the description of the Premises and Access and Utility License Area in the event of any conflict
or discrepancy between such survey description and the description of the boundary of the
Premises contained in this Lease at the time of its execution.

Upon the Premises, the LESSEE is permitted to construct, install, operate and maintain a
Personal Communications System, or PCS (defined below) in accordance with the terms of
this Lease. LESSEE may use the Premises only for the construction, installation, operation
and maintenance of the PCS (see also § 6 of this Lease regarding use of Premises).

“PCS” shall be defined as a telecommunications equipment and supporting ground equipment,
antenna array and related equipment, including, but not limited to, radio transmitting and
receiving antennas, communications equipment, equipment cabinets and/or shelter, back-up
power sources (e.g., generators) and related facilities for the transmission and reception of
communications signals and the installation, maintenance, operation, repair and replacement of its communications fixtures and related equipment, cables, accessories and improvements. The PCS shall be installed at such locations as have been approved by the LESSOR and as are shown on Exhibit A.

(b) LESSEE Improvement.

The initial installation of the PCS, and any subsequent alteration thereof, shall be performed in a good and workmanlike manner, in compliance with all applicable laws and regulations, including, but not limited to, LESSOR’s bylaws, all of which are incorporated herein by reference, and in accordance with the plans approved by LESSOR in accordance with the procedures set forth below, and the installation, and any subsequent alteration thereof, shall not interfere with the use by LESSOR (or other of LESSOR’s tenants) of the Premises.

Prior to commencing the installation and construction of the PCS, or any alteration or modification of the PCS at the Premises after the initial installation, LESSEE must obtain LESSOR’s approval of such installation, alteration or modification, which approval shall not be unreasonably withheld. To that end, LESSEE shall, before commencing any such work, submit to LESSOR all designs and plans showing the intended work (the “Plans”), except where LESSEE intends merely to replace existing equipment with equipment of substantially the same size, resulting in no appreciable modification to the PCS, and for which no designs or plans exist, in which event a written description of the intended replacement will suffice. LESSOR shall review the Plans or description and return any written comments to LESSEE with reasonable promptness after LESSOR’s receipt of the Plans or description from LESSEE. If LESSEE receives comments from LESSOR requesting modifications to the Plans or description, LESSEE shall revise the Plans and description and resubmit them for LESSOR’s review and approval. Following LESSOR’s approval of the Plans, LESSEE shall obtain all necessary government approvals and permits prior to commencing construction and installation and shall provide LESSOR with written notice sufficiently in advance of the start of construction such that LESSOR may, if it so chooses, maintain a presence at the Site during the work. LESSOR will reasonably cooperate with LESSEE with respect to obtaining any such governmental approvals and permits. All LESSEE’s contractors and subcontractors shall be duly licensed and insured in the Commonwealth of Massachusetts.

3. Rent

(a) Base Rent.

LESSEE shall pay to LESSOR as base rent a total annual fee of $24,000.00, due and payable in equal monthly installments on the first day of each month, in advance, commencing on the Commencement Date (as hereinafter defined). Rental payments shall increase by One point five percent (1.5%) each year of the initial term and any additional term effective upon each anniversary of the Commencement Date.

(b) Utility Charge.

LESSEE shall install separate utility meters at the Premises and, when permitted by servicing utilities, LESSEE shall be responsible for obtaining all utilities necessary for LESSEE’s use of
the Premises and shall be responsible for, and promptly pay to the appropriate utility companies, all charges for electricity and other utilities used or consumed by LESSEE on the Premises. LESSOR will reasonably cooperate with LESSEE in LESSOR’s efforts to obtain utilities from any location provided by LESSOR or the servicing utility, including the signing of license or similar instrument reasonably required by the utility company, subject to any approvals required by any state and local laws and regulations.

In the event utilities are provided by LESSOR at LESSOR’s sole discretion, LESSEE shall pay additional rent equal to the cost of utility service provided to the Premises and attributable to LESSOR’s use of utility company rates as charged to LESSOR (“Utility Charge”). LESSEE shall pay the estimated cost of any Utility Charge monthly in advance together with the monthly rent, following construction of the PCS. At least annually during the Lease Term, LESSOR (or, at LESSOR’s election, LESSEE) shall calculate the actual Utility Charge for the immediately preceding twelve (12) months based on readings from the utility meters at the Premises and on the rate currently charged by the applicable utility. Any excess amounts paid by LESSEE will be credited to LESSOR’s next due Utility Charge, and any shortage shall be paid by LESSEE to LESSOR within twenty (20) days of notice of such calculation. Upon the first anniversary of the Commencement Date, and on each such anniversary thereafter, at the LESSOR’s or LESSEE’s option, the estimated Utility Charge paid monthly by LESSEE may be increased or decreased to equal the average actual Utility Charge paid per month for the preceding year, as reasonably determined by LESSOR.

4. **Term of Lease.** The Agreement shall be effective as of the date of execution by both parties, provided, however, the initial term of this Agreement shall be twenty (20) years (the “Initial Term”) commencing on the Commencement Date (as hereinafter defined). The term, if not extended as provided for in this paragraph, shall terminate on the twentieth anniversary of the Commencement Date (the “Term”) unless otherwise terminated as provided in Paragraphs 10 or 11. Unless LESSOR shall send notice of its intention not to renew at least one hundred eighty (180) days prior to expiration of any given Term, LESSEE shall have the right to extend the Term for a single, twenty (20) year period[s] (the “Renewal Terms”) on the terms and conditions as set forth herein. This Agreement shall automatically be extended for each successive Renewal Term unless either party notifies the other of its intention not to renew at least one hundred eighty (180) days prior to commencement of the succeeding Renewal Term.

5. **Commencement Date:** The initial term of this Lease shall commence on that date (the “Commencement Date”) which is the earlier to occur of the following:

   (a) the first month following LESSEE’s notice to LESSOR in writing that LESSEE has obtained all permits and approvals necessary for LESSEE to be legally entitled to construct and/or install the PCS, or

   (b) three (3) months following execution of this Agreement by both parties.

6. **Use of the Premises.** LESSEE shall use the Premises only for the purpose of installing, operating, modifying, maintaining and removing the PCS. LESSEE shall not use the Premises for any other purpose without the advance written consent of LESSOR. LESSEE shall
have the right to make, install, replace or modify any improvements on the Premises as it deems necessary from time to time for the operation of the PCS system, providing such improvements are made in accordance with the provisions of this Lease.

7. **License.** LESSOR hereby grants to LESSEE for the duration of this Lease or any extensions thereof, an unimpaired, nonexclusive license in and over the Site in the location(s) shown on Exhibit A for reasonable access to the Premises, and to the appropriate source of electric and telephone facilities (collectively the “Access and Utility License Area”). LESSER will have access to the Premises and the Access and Utility License Area twenty-four (24) hours per day, seven (7) days per week, provided, however, that LESSER shall give LESSOR 48 hours advance written notice before accessing the Premises and Access and Utility License Area, except for emergencies, in which event LESSER may provide notice to LESSOR orally, and as early as practicable. To the extent that an easement is required by any utility company in order to provide utility service to LESSEE at the Premises, and LESSOR is unable or unwilling to obtain the necessary approvals to grant such easement(s), LESSER may terminate this Lease upon written notice to LESSOR. LESSER understands and agrees that the acquisition of an easement may require, and be subject to, the vote of Town Meeting.

8. **Protection Against Interference.**

(a) LESSER shall operate the PCS in a manner that will not cause electrical or physical interference to LESSOR or other lessees or licensees of the Site, provided that their installations predate that of the PCS. All operations by LESSER shall be in compliance with all applicable laws and regulations of governmental bodies with jurisdiction over the Premises and the PCS including without limitation all Federal Communications Commission (“FCC”) requirements, all Federal Aviation Administration (“FAA”) requirements and regulations of the Massachusetts Department of Public Health (“DPH”). LESSER shall have the right and shall be required to make any necessary postings as required by the FCC, FAA or DPH.

(b) Subsequent to the installation of the PCS, LESSOR shall provide LESSER with notice of any proposed installation of additional communication antennae on the Site. Such notice shall include technical information from the party proposing such installation sufficient for LESSER to determine whether the installation will interfere with LESSER’s operation. LESSER shall advise LESSOR within twenty (20) days of receipt of such notice whether, in LESSER’s opinion, the proposed use will cause any material and measurable interference with LESSER’s operation of LESSER’s PCS. LESSOR will not grant a Lease to any party for use of the Site if such use could not be accomplished without materially and measurably interfering with LESSER’s PCS. LESSER will not be required to modify the PCS to prevent interference with any subsequent communications uses of the Site so long as LESSER operates the PCS reasonably and within its assigned frequencies and in compliance with all applicable rules and regulations of the FCC.

(c) Provided that LESSOR shall comply with the terms, covenants and conditions of this Lease, this Lease shall not prohibit LESSOR from leasing space on the Site,
including to direct and indirect competitors of LESSEE, for uses similar to the permitted use hereunder and, further provided that it shall not in any way diminish the exclusive nature of the Premises, LESSEE rights under this Lease or result in any increased cost or expense to LESSEE, LESSEE agrees to reasonably cooperate with LESSOR regarding the location of such other direct competitors of LESSEE on the Site.

(d) Notwithstanding anything herein to the contrary, LESSEE will not cause interference to LESSOR’s traffic, public safety, or other communications signal equipment at the Site and will install such equipment that is the type and frequency that will not cause any interference to the equipment of the Town that existed prior to the date of the execution of this Agreement. Interference will be determined in accordance with the definition of that term at 47 C.F.R. § 2.1(c). If interference occurs, the non-interfering party shall notify the interfering party via telephone to LESSEE’s Network Operations Center at (800) 621-2622 or to the LESSOR’s Police Department at (508) -833-8024, and the parties shall work together to cure the interference as soon as commercially possible. Notwithstanding anything in this Lease to the contrary, however, it is expressly agreed that if the PCS causes interference to the LESSOR’s public safety communications, LESSEE, shall upon written request from the LESSOR, promptly take action to eliminate the interference, which may include powering down the PCS, and shall be responsible for coordinating and resolving the interference within 48 hours of receiving notice. If the problem cannot be rectified within 48 hours, the LESSEE shall cease operation of the PCS until the interference is resolved. If the PCS or LESSEE services cause interference with any systems impacting the LESSOR’s emergency preparedness, law enforcement, or other urgent public safety obligations, the LESSOR may take any and all such steps as it is empowered to do under its police power authority, including discontinuing electricity to the PCS, until the interference problem is resolved.

9. Damage and Destruction. If the Premises are, in whole or in part, damaged or destroyed, the following shall apply:

(a) if the Premises are wholly damaged or destroyed such that the Premises are rendered permanently unusable for reconstruction of a PCS, LESSEE may terminate this Lease, in which event LESSEE shall be liable for the rent only up to the date of such destruction and rent prepaid by LESSEE for any period beyond the date of such destruction shall be returned to LESSEE; but

(b) if the Premises are only partially destroyed, LESSEE shall, with reasonable diligence and within a reasonable time, repair the PCS, and shall be eligible for a pro rata reduction of rent from the time of such partial destruction until the PCS is reconstructed; provided however that LESSEE shall not be required to rebuild the PCS if (1) such partial damage or destruction shall occur within the six (6) months prior to the termination of the then-current term of this Lease or (2) the reasonably diligent repair and restoration of such damage and destruction shall take more than ninety (90) consecutive days to complete from the date such repair and restoration is commenced.
(c) LESSOR shall not be required to make any repairs to the Premises or Site unless such repairs shall be necessitated by reason of the default or neglect of LESSOR.

10. **Termination by LESSEE.** LESSEE may terminate this Lease upon the giving of thirty (30) days prior written notice to LESSOR if any of the following events occurs:

   (a) Failure by LESSEE to obtain and maintain, through no fault of its own, any necessary permits, approvals or orders to construct, operate and/or maintain the PCS; or

   (b) Failure by LESSOR to comply with any material term, condition or covenant of this Lease, if such failure is not cured within sixty (60) days after written notice thereof to LESSOR, or in the event of a cure which requires in excess of sixty (60) days to complete, if LESSOR has not commenced such cure within sixty (60) days of such notice and is not diligently prosecuting said cure to completion.

Upon termination, all prepaid rents will be retained by LESSOR unless such termination is a result of LESSOR’s default.

11. **Termination by LESSOR.** LESSOR may terminate this Lease upon occurrence of any of the following:

   (a) Failure by LESSEE to pay any rent required hereunder when due, if such failure shall continue for more than twenty (20) calendar days after delivery to LESSEE of written notice of such failure to make timely payment; or

   (b) Failure by LESSEE to comply with any material term, condition or covenant of this Lease, or the failure to comply with any condition of any permit, license, special permit or approval granted to LESSEE, or its agents or assigns authorizing and permitting the intended use and/or structures necessary thereto, other than the payment of rent, if such failure is not cured within thirty (30) days after written notice thereof to LESSEE, or in the event of a cure which requires in excess of thirty (30) days to complete, if LESSOR has not commenced such cure within thirty (30) days of such notice and is not diligently prosecuting said cure to completion.

12. **Warranty of Title and Quiet Enjoyment.** LESSOR warrants and covenants that LESSOR is the legal owner of the Premises, and has legal right to possession of the Premises and the power and the right to enter into this Lease, and that the person signing this Lease has the authority to sign, and that LESSEE, upon the faithful performance of all the terms, conditions and obligations of LESSEE contained in this Lease, will be permitted by LESSOR to peaceably and quietly hold and enjoy the Premises upon the terms, covenants and conditions set forth in this Lease throughout the term of this Lease and any extension thereof.

13. **Liability and Indemnification.** LESSEE shall indemnify and hold LESSOR and
LESSOR’S boards, commissions, officers, employees and agents (collectively, the “Lessor Entities”) harmless from all claims (including attorneys’ fees, costs and expenses of defending against such claims) arising from (a) the negligent construction, operation, maintenance of the PCS or LESSEE’S negligent use of the Premises and (b) the negligence, acts or omissions of LESSEE or LESSEE’S agents or employees in or about the Site. The duties described in Paragraph 13 survive termination of this Lease. Indemnified expenses shall include, without limitation, all reasonable out-of-pocket expenses, such as attorney’s fees and other legal costs and expenses and consultant fees, and shall also include the reasonable value of any services rendered by the LESSOR’S Counsel. LESSEE’S obligation to indemnify, hold harmless, release and defend the LESSOR shall not be limited by the requirement for, or existence of, insurance coverage. LESSEE, its counsel, and its insurer shall have a duty to cooperate with the LESSOR and its Counsel in connection with any matters that fall within the scope of this indemnification requirement, which requirement shall survive the termination or expiration of the Lease.

   (a) LESSOR and LESSEE agree that each will be responsible for compliance with any and all environmental and industrial hygiene laws, including any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene condition or matters as may now or at any time hereafter be in effect, that are now or were related to that party’s activity conducted in, or on the Property.

   (b) LESSEE agrees to hold harmless and indemnify LESSOR from and to assume all duties, responsibilities, and liabilities at its sole cost and expense, for all duties, responsibilities and liability (for payment of penalties, sanctions, forfeitures, losses, costs, or damages) and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is related to (i) LESSEE’S failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or matters as may now or hereafter be in effect, and (ii) any environmental or industrial hygiene conditions that arise out of or are in any way related to the activities conducted by the LESSEE on the Leased Premises, unless the environmental conditions are caused by the LESSOR or third party.

   (c) The indemnifications of this Paragraph 14 specifically include reasonable costs, expenses and fees incurred in connection with any investigation of Property conditions or any clean up, remedial, removal or restoration work required by any governmental authority. The provisions of this Paragraph 14 will survive the expiration or termination of this Lease.

15. Insurance. LESSEE shall, at its sole cost, obtain and maintain throughout the term of this Agreement and during any extensions thereof;
(a) Commercial General Liability insurance with limits not less than $1,000,000 per occurrence, $3,000,000 aggregate;

(b) Commercial Auto Liability insurance on all owned, non-owned and hired automobiles with a minimum combined limit of not less than one million ($1,000,000) per occurrence;

(c) Workers Compensation insurance providing the statutory benefits and not less than one million ($1,000,000) of Employers Liability coverage;

(d) Umbrella Liability insurance following the same form as the underlying commercial general liability, auto liability and employer’s liability with limits not less than $5,000,000.

LESSEE will include the LESSOR as an additional insured on the Commercial General Liability, Auto Liability, and Umbrella Liability policies.

Certificates of insurance and copies of policies shall be delivered to LESSOR at or prior to the commencement of the Lease, and certificates of renewals or replacements thereafter shall be furnished to LESSOR prior to the expiration date of such insurance policy. LESSEE shall notify LESSOR in writing at least thirty (30) days prior to the effective date of any cancellation or non-renewal of any required coverage that is not replaced. Upon failure to so provide such substitute policies, the LESSOR may secure equivalent insurance coverage and the LESSEE shall, upon demand, pay the total premium charges thereon either directly to the insurance companies or reimburse the LESSOR for the reasonable premiums if paid by the LESSOR.

LESSEE shall require any and all co-locator(s)/sub-tenant(s) to carry and maintain the types of insurance policies and amounts consistent with the

16. **Title To and Removal of LESSEE’s Equipment.** Title to LESSEE’s equipment installed at and affixed to the Premises by LESSEE shall be and shall remain the property of LESSEE. Upon advance written notice to LESSOR, LESSEE may, at any time, including any time it vacates the Premises, remove LESSEE’s equipment, fixtures, and all of LESSEE’s personal property from the Premises. Provided, however, that, LESSEE shall restore the Premises to the condition in which it existed upon execution hereof, reasonable wear and tear and loss by casualty or other causes beyond LESSEE’S control excepted.

17. **LESSEE’S Responsibility to Discharge Liens.** If any mechanic’s, laborer’s or materialman’s lien shall at any time be filed against the Premises or LESSEE’S interest under this Lease, or any part thereof, with respect to the performance of any labor or the furnishing of any materials to, by or for LESSEE or anyone claiming by, for or under LESSEE, LESSEE, within ninety (90) days after receipt by LESSEE of notice of the filing thereof, shall cause the same to be discharged of record by payment, deposit, bond, order of a court of competent jurisdiction or otherwise. If LESSEE shall fail to cause such lien to be discharged within the period aforesaid, then, in addition to any other right or remedy, LESSOR may, if such lien shall continue for fifteen (15) days after notice from LESSOR to LESSEE, but shall not be obligated to, discharge the same by paying the amount claimed to be due or by procuring the discharge of
such lien by deposit or by bonding proceedings or otherwise. Any amount so paid by LESSOR and all costs and expenses incurred by LESSOR in connection therewith, together with interest at the prime rate as published in the Wall Street Journal from the respective dates of LESSOR’s making of the payment or incurring of the cost and expense, shall constitute additional rent payable by LESSEE under the Lease and shall be paid by LESSEE to LESSOR on demand.

18. Remedies. Upon a default, the non-defaulting Party may at its option (but without obligation to do so), perform the defaulting Party’s duty or obligation on the defaulting Party’s behalf, including but not limited to the obtaining of reasonably required insurance policies. The costs and expenses of any such performance by the non-defaulting Party shall be due and payable by the defaulting Party upon invoice therefor. In the event of a default by either Party with respect to a material provision of this Lease, without limiting the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such default, the non-defaulting Party may terminate the Lease and/or pursue any remedy now or hereafter available to the non-defaulting Party under the Laws or judicial decisions of the state in which the Premises are located.

19. Holding Over. If LESSEE holds over after this Lease has been terminated the tenancy shall be month to month, subject to the provisions of the Lease.

20. Surrender. Upon the expiration of this Lease, LESSEE shall remove the PCS and other improvements and equipment installed at the Premises by LESSEE, and shall surrender the Premises in as good order and condition as when first occupied by LESSEE, normal wear and tear excepted. LESSEE shall, on or before the Commencement Date of this Lease, obtain and maintain a “removal bond” in favor of LESSOR in an amount sufficient to secure the completion of the restoration of the Premises, but no less than Fifty Thousand Dollars ($50,000). Upon LESSEE’s surrender of the Premises any equipment and/or structures remaining thereon shall become the property of LESSOR after thirty (30) days have expired.

21. Assignment and Subletting. LESSEE shall not assign, sublet or otherwise transfer or encumber all or any part of LESSEE’s interest in this Lease without prior written consent of the LESSOR; provided, however, LESSEE shall have the right to assign its rights under this Lease to any of its subsidiaries or successor legal entities or to any entity acquiring substantially all of the assets of LESSEE without the prior consent of LESSOR, provided, however, that LESSEE gives LESSOR advance written notice of such an assignment, and provided further that such subsidiary or successor certifies in writing in advance that it is in good standing in Massachusetts, is licensed by the FCC, and is ready, willing and able to assume all obligations under this Lease.

22. Notices and Other Communications. Every notice required by this Lease shall be delivered by postage prepaid return receipt requested, certified mail, addressed to the party for whom intended at the address appearing in the first paragraph of this Lease or at such other address as the intended recipient shall have designated by written notice. A copy of each notice sent to LESSEE shall be sent to Town Manager, 130 Main Street, Sandwich MA 02563.

23. Hazardous Substances. LESSEE agrees that it will not use, generate, store or dispose of any hazardous material on, under, about or within the Site in violation of any law or
regulation. LESSEE agrees to defend, indemnify and hold LESSOR, its officials, agents and employees harmless from and against any and all liabilities, claims, damages, losses, costs and expenses, including reasonable attorneys’ fees and court costs, to the extent caused by any use, generation, storage or disposal of any hazardous materials on, under, about or within the Site by LESSEE. As used in this paragraph, “hazardous material” means petroleum products and asbestos; any substance known to cause cancer and/or reproductive toxicity; and any substance, chemical or waste that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. This Paragraph 23 shall survive the termination of this Lease.

24. Limitation of Liability. LESSOR shall not be liable to LESSEE or any of LESSEE’S agents, representatives, employees, subtenants or assigns for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise. No officer, director, member, employee, or other principal, agent or representative (whether disclosed or undisclosed) of the LESSOR, nor any participant with the LESSOR, shall be personally liable to LESSEE hereunder, for any of LESSOR’S obligations, LESSEE hereby agreeing to look solely to the assets of LESSOR for the satisfaction of any liability of LESSOR hereunder.

25. Waivers. Any waiver of any right under this Lease must be express and unequivocal, and must be in writing and signed by an authorized representative of the waiving party.

26. Entire Agreement/Amendments. This Lease (including the exhibits thereto) and Request for Proposals issued by the Town of Sandwich is the entire understanding between the Parties relating to the subjects it covers. Any amendments to this Lease must be in writing and executed by both Parties.

27. Taxes. LESSEE shall pay any personal property taxes assessed on, or any portion of such taxes attributable to, the PCS. LESSEE shall pay as additional rent any increase in real property taxes levied against Premises which are directly attributable to LESSEE's use of the Premises.

28. Severability. If any provision of this Lease is invalid or unenforceable with respect to any party, the remainder of this Lease will not be affected, unless such invalidity or unenforceability materially and adversely affects the rights of a party to this Lease, in which event such party affected may terminate the Lease.

29. Condemnation. In the event that LESSOR receives notification of any condemnation proceedings affecting the Property, LESSOR will provide notice of the same to LESSEE. If a condemning authority takes all of the Property, the Agreement shall terminate as of the date the title vests in the condemning authority.

30. Choice of Law/Jurisdiction. This Lease and any disputes arising thereunder shall be subject to the laws of the Commonwealth of Massachusetts, and any proceedings to adjudicate disputes between the parties hereto shall be brought in Barnstable County Superior Court in
Massachusetts, to whose jurisdiction the parties hereby assent.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK - SIGNATURES ON FOLLOWING PAGE]
Town of Sandwich, by and through
its Board of Selectmen and Town Manager

By: ______________________________

Town Manager

LESSEE

By: ______________________________

Robert Boice, Executive Director Network Field Engineering
Dear Ms. Gregorio-Tanguilig:

Thank you for expressing an interest in volunteering to serve the Town of Sandwich on the Cape and Vineyard Electric Cooperative (CVEC) as noted on your Talent Bank Form, below.

You will be contacted in the near future.

Thank you, again, for expressing an interest in volunteering to serve the Town of Sandwich in this capacity.

Sincerely,

Diane M. Hanelt, Administrative Assistant
Office of the Board of Selectmen/Town Manager
Town Hall
130 Main Street
Sandwich, MA 02563
Tel. #508-888-4910/5144
Fax #508-833-8045

Serve Your Community

<table>
<thead>
<tr>
<th>Name</th>
<th>Laura Gregorio-Tanguilig</th>
</tr>
</thead>
<tbody>
<tr>
<td>Telephone</td>
<td>5087762222</td>
</tr>
<tr>
<td>Email</td>
<td><a href="mailto:tanguilig.laura.gary@gmail.com">tanguilig.laura.gary@gmail.com</a></td>
</tr>
<tr>
<td>Address</td>
<td>Field not completed.</td>
</tr>
<tr>
<td>City</td>
<td>Field not completed.</td>
</tr>
<tr>
<td>State</td>
<td>Field not completed.</td>
</tr>
<tr>
<td>Field</td>
<td>Response</td>
</tr>
<tr>
<td>-------------------------------</td>
<td>------------</td>
</tr>
<tr>
<td>Zip Code</td>
<td>Field not completed.</td>
</tr>
<tr>
<td>Occupation / Background / Experience</td>
<td>Field not completed.</td>
</tr>
<tr>
<td>Board or Committee</td>
<td>Field not completed.</td>
</tr>
<tr>
<td>Other</td>
<td>CVEC Representative</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.]
----Original Message-----
From: Laura & Gary [mailto:tanguilig.laura.gary@gmail.com]
Sent: Monday, August 17, 2020 12:47 PM
To: Coggeshall, Kathy
Subject: {EXTERNAL} CVEC

Good afternoon Kathy,

I’m excited to help our town achieve its energy goals! Heather has asked that I send some background information as related to appointment as our town’s representative to CVEC:

One of the crew who created the Sandwich Energy Committee, serving as its Founding Chair.

Served as an educational consultant to Cape Light Compact’s energy in schools project, running energy clubs and fairs in Sandwich schools, led a school-approved field trip to Washington DC.

Current member of Sandwich CAN (Climate Action Network), led by Judith Holt.

20 + years of extensive PTA, committee, and additional volunteer work with Sandwich Public Schools and Corpus Christ Parish.

Thank you for your kind consideration,

Gratefully,
Laura
Good morning Heather,

Hope all is well.

Betty Hyde-McQuire and Liz Argo reached out to me about the open position of Sandwich representative to CVEC. I would be honored to apply to serve my town in this manner.

You and I recently met through my membership in Sandwich CAN (Climate Action Network). When my kids were young, I served for years as the Forestdale School energy club advisor. Our student members made presentations to the school committee regularly, and attended a national conference for energy clubs in Washington DC. I helped achieve our town’s energy incentive goal which awarded us with photovoltaic panels on the school roof. With assistance from the BOS, I was the founding chair of the Sandwich Energy Committee and organized the first conference for all Cape town energy committees here at Sandwich Hollows.

I am interested in helping our town achieve its energy goals. It would be my pleasure to speak with you more about this opportunity.

Best,
Laura Gregorio-Tanguilig
Cell 508-776-2222
59 Triangle Circle
Sandwich
Hi Laura,

Sorry that this has taken longer than I would have liked! I have copied Heather Harper and our Deputy Director, Maria Marasco. I’ve also copied our Administrator, Tatsiana Nickinello, as she will coordinate with you once the Town has appointed you. There will need to be an Open Meeting Law and Conflict of Interest certification from you which she will help you with.

As requested, the following is a summary of ongoing projects for the Town of Sandwich.

Sandwich has contracted to develop 6 PV/storage projects under CVEC’s care:

- **Sandwich High School parking lot solar canopy** - This installation contracted by Distributed Solar Development (DSD) is being done in concert with replacing the macadam of the parking lot. The PV will involve getting OKH approval, which has been initiated. There is concern that the interconnection upgrade costs from Eversource may render the project too expensive. We await hearing back from Eversource. There is also some concern that too much solar power is being added to the grid at this interconnection point due to some private development that would feed the same electric line. Heather may know more about that. The PV would provide power directly to the school and include a battery.

- **Sandwich Hollows Golf Course** – This project was originally contracted with Con Edison but terminated in June due to delays in progress on their end. Sandwich then awarded the project to DSD. DSD had previously been awarded a second project at Sandwich Hollows. DSD is now examining how to combine the two solar canopy projects as there is concern that the electric service at the golf course is not of the capacity to take on a great deal of power. A big solar canopy over the public parking lot is the main objective with a smaller solar canopy over the cart parking area. The contracts with DSD are being revised in order for DSD to take over the development from Con Ed.

- **Sandwich Police Station** – This is another solar canopy won by DSD that will be over the parking lot at the entry way to the police station and feed power to the station. We’d like to see a charging station for EVs go in with this PV project. The police department deferred from adding a battery as their generators are quite robust.

- **Sandwich Oakridge and Forestdale Schools** – Both schools are contracted to get roof mounted solar installations that will feed power directly to the schools and will include battery storage. DSD is again the winning contractor.

The projects are in various stages of development but all have been accepted into Block 4 of the SMART program, thanks to the dedication of the developer in getting the applications in as soon as the “ink dried” on the contracts. The liaison to DSD, Tim Magner, is copied here so he can fill in any blanks.

CVEC also handles Electric Vehicle and charging station integration through the state’s EVIP program. CVEC’s Deputy Director, Maria, is copied here so she can help you if there is further interest in that program. I believe we were working on something for Deputy Nurse at the Police Station, but Maria will know for sure.

It will be great to have you on board. Our next full board meeting (held remotely) will be Sept. 24. I hope you will be official by then.

Thanks Laura!