BOARD OF SELECTMEN AGENDA

May 26, 2022 – 7:00 P.M.
Sandwich Town Hall – 130 Main Street

1. Convene Open Session Meeting in Auditorium
2. Pledge of Allegiance
3. Public Comment
4. Review & Approval of Minutes – 5/12/22
5. Town Manager Report
6. Correspondence / Statements / Announcements / Future Items / Follow-up
7. Old Business
   - Charter Review Committee – Additional Appointment(s) & Charge of Duties
   - Wing School Lease Extension with Cape Cod Collaborative
   - License Agreement with Cape Cod Military Support Foundation – 115 Route 6A
   - Other Matters Not Reasonably Anticipated by the Chairman
8. New Business
   - Eversource Easement Request – 70 Quaker Meetinghouse Road
   - Proposed Race Amity Day Proclamation
   - Request for Temporary Pride Flag & Juneteenth Signs on Town Property
   - Recommended Historic District Committee Alternate Appointment – Bill Collins
   - Other Matters Not Reasonably Anticipated by the Chairman
9. Public Comment
10. Closing Remarks
11. 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 (to comply with the Open Meeting Law, G.L. c. 30A, §22(f)): Review,
Potential Approval, & Potential Release of Executive Session Meeting Minutes –
4/28/22
12. Adjournment

NEXT MEETING: Thursday, 6/9/22, 7:00 P.M., Town Hall
Subject: Sandwich Charter Question

From: Lauren F. Goldberg <LGoldberg@k-plaw.com>
Sent: Thursday, May 12, 2022 10:15 AM
To: Dunham, George <gdunham@sandwichmass.org>
Subject: [EXTERNAL] RE: Sandwich Charter Question

Bud,

There is no express authorization for alternates – which typically means alternates are not permitted. Regardless, the Board could ask for volunteers who would be interested in being appointed to the Committee, and call them alternates. The Board would still need to take a vote to appoint if there was a vacancy that needed to be filled.

As you know, it is much harder to manage a meeting with a large number of members. It is also harder to reach consensus with a large group. I agree that one or two alternates (Charter Committee member-in-waiting) makes sense.

Let me know if you want to discuss further.

Best,

Lauren

Lauren F. Goldberg, Esq.
KP | LAW
101 Arch Street, 12th Floor
Boston, MA 02110
O: (617) 654-1759  **dial 9999 if prompted for a 4-digit code
F: (617) 654 1735
C: (617) 548 7622
lgoldberg@k-plaw.com
www.k-plaw.com
(617) 556-0007

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From: Dunham, George <gdunham@sandwichmass.org>
Sent: Thursday, May 12, 2022 9:40 AM
To: Lauren F. Goldberg <LGoldberg@k-plaw.com>
Subject: Sandwich Charter Question

Hi Lauren,

Tonight, the Select Board has on its agenda the appointment of a Charter Review Committee. I’ve copied the relevant section of the existing Charter below. It calls for a 7 member committee to do the review.

We had identified 7 people willing to serve in this capacity just over 2 years ago, but COVID hit and we decided to not make any appointments until the group could more safely meet in person, etc. Thankfully, the same 7
people are still interested in serving so I thought we were all set. Now, some additional people have expressed interest in serving.

Is the Board allowed to appoint alternate members? My personal thought is if they can, they should only appoint 1 or 2 at the very most. Any thoughts based on the language below.

Section 9.3 CHARTER REVIEW COMMITTEE
At least every 5 years, the selectmen shall appoint a charter review committee to be composed of seven 7 members for a period not longer than 6 months, who shall submit their recommendations to the board of selectmen and shall file proceedings of their deliberations.

Thanks and hope all’s well!

- Bud
POTENTIAL ALTERNATE MEMBER(S) OF CHARTER REVIEW COMMITTEE

Paula Johnson – verbal interest; SCT Executive Director; regular volunteer throughout town

Meg Keegan – verbal interest; current member of Commission on Disabilities

David Sampson – e-mail interest; former Selectmen; regular volunteer throughout town

Jeanie Yaroch – e-mail interest; member of Sandwich Stands Together

Town Counsel Advisors:

Atty. Lauren Goldberg – has advised Sandwich on all prior CRC efforts; Managing Partner of KP Law

Atty. John Giorgio – primary Sandwich legal contact for at least 20 years

RELEVANT SECTION OF SANDWICH TOWN CHARTER
ARTICLE IX

Section 9.3 CHARTER REVIEW COMMITTEE

At least every 5 years, the selectmen shall appoint a charter review committee to be composed of seven 7 members for a period not longer than 6 months, who shall submit their recommendations to the board of selectmen and shall file proceedings of their deliberations.

Full Members: Jim Coogan, Jonathan Fitch, Susan James, Kelee Renzi, Joe Roche, Paul Schrader,
Charter Review Committee – Charge of Duties

Board of Selectmen Approved – __________, 2022

Objective – The objective of the Charter Review Committee is to review the current Town of Sandwich Town Charter in accordance with Section 9.3 of the Charter and consider and recommend any changes deemed necessary and present said changes to the Board of Selectmen for potential submission to a future Town Meeting. The Committee is further charged with reviewing the document for consistency with Town Bylaws and recommending the amendment or removal of existing Town Bylaws where conflicting language exists.

Charge of Duties – Specific duties the Charter Review Committee include, but are not limited to, the following:

- Select a Chair, Vice Chair, Secretary, and any other officers deemed necessary.
- Familiarize members with Open Meeting Law and Public Records Law requirements.
- Receive overview from Town Counsel on proper procedures to follow and process for amending current Charter through the special act charter method.
- Review Town Charter for conflict / consistency with Town Bylaws.
- Interview relevant elected and appointed officials – including Board of Selectmen, Town Manager, Assistant Town Manager, and department heads – for input on current Town Charter and identify other groups or individuals that may provide input.
- Include time on at least three (3) agendas for general community input.
- Have Town Counsel review proposed language changes during review process and prior to making final recommendations.
- Prepare an initial report for the Board of Selectmen and present these findings during 2022, unless time extension requested.
- Finalize all proposed recommendations and changes for presentation to a future Town Meeting at least two months prior to the date of the Town Meeting.
- Coordinate any input and legal review by Town Counsel through the Town Manager.

Members Appointed – Jim Coogan, Jonathan Fitch, Susan James, Kelee Renzi, Joe Roche, Paul Schrader, __________
Heather-

Enclosed please find the red-lined and clean versions of the Second Lease Extension between the Town and the Cape Cod Collaborative for the Wing School leased premises. As long as SCG has no objections to the Lease Extension then this extension is acceptable. My revisions do not change the substance of the draft Lease Extension but correct some errors. Also I changed the signature lines of the Selectmen to reflect the newly elected Selectman, R. Patrick Ellis. I was not sure if Michael Miller was still the Chair, so I deleted that reference.

If you find these revisions acceptable, and you have no additional comments or proposed revisions, then the Cape Cod Collaborative may execute this in duplicate and then deliver it to the Selectmen for their execution at the Selectmen’s meeting.

If you have any questions, please do not hesitate to contact me. If you wish to speak with me, I am available at 978-821-1409.

Vicki

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SECOND LEASE EXTENSION AGREEMENT

THIS SECOND LEASE EXTENSION AGREEMENT is entered into on this _____ day of 2022, by and between the Town of Sandwich, acting by and through its Board of Selectmen (the “Lessor”) and The Cape Cod Collaborative (“Lessee”).

Recitals

WHEREAS, reference is made to that certain Agreement of Lease dated August 6, 2020 (the “Lease”), pursuant to which the Lessor leased to Tenant the Leased Premises, as described and defined in the Lease;

WHEREAS, the Initial Term of the Lease ended on June 30, 2021, which pursuant to Section 2.1 of the Lease, may be extended until December 31, 2021, at the option of the Lessee;

WHEREAS, the parties agreed to a Lease Extension which extended the term of the Lease until June 30, 2022;

WHEREAS, the Lessee requests to extend the term of the Lease beyond June 30, 2022 until December 31, 2022; and

WHEREAS, the Lessor agrees to the extension of the Lease Term until December 31, 2022, on the same terms as set forth in the Lease, except as otherwise provided herein.

NOW, THEREFORE, in consideration of the covenants contained herein, the parties hereto agree as follows:

1. The recitals stated above are true and accurate and are incorporated herein in their entirety.

2. Lessor and Lessee agree to extend the Lease until December 31, 2022 (the “Termination Date”), said extension commencing as of July 1, 2022 and terminating on December 31, 2022 (the “Extension Term”).

3. In all other respects, the Lease is unchanged and remains in full force and effect during the Extension Term.

[Signature Page Follows]
In Witness Whereof, the parties have hereto set their hands and seals on the day and year first written above.

LESSOR:

TOWN OF SANDWICH
By its Board of Selectmen

_________________________
Shane Hoctor

_________________________
Charles W. Holden

_________________________
R. Patrick Ellis

_________________________
Robert J. George

_________________________
Michael J. Miller

LESSEE:

THE CAPE COD COLLABORATIVE

By: ________________________
HI Melissa,

This is a draft – I hope to have a closer to the finish line version for their meeting. You can include my note below in the packet.

Heather

---

From: Harper, Heather  
Sent: Monday, May 16, 2022 3:51 PM  
To: Don Cox <doncox@mmsfi.org>; Donna Baldwin <donnabaladin@mmsfi.org>  
Cc: Burke, John <jburke@sandwichmass.org>; Schlegel, Brian <bschlegel@sandwichmass.org>; Brides, Brendan <bbrides@sandwichmass.org>  
Subject: FW: License agreement

Hello Don,

We are getting close! I understand from Brian that the roof repairs will be complete very shortly. I have attached a draft license agreement we circulated in February 2021 before things came to a halt. To revive the agreement and bring it to the Board for a vote a few details need to be addressed.

1. Please review the License Agreement
2. We will need waiver of liability that will be executed by anyone working on site - I will draft
3. A building improvement plan approved by the Building Commissioner and Facilities Director
4. Any Updates on how the building will be used
5. Updated Financial Documents
6. Sign for Approval

With these details submitted and approved we can bring a complete set of documents to the Board of Selectmen for approval and you can proceed with interior and any site improvements. If it would be helpful to schedule a zoom to connect with our team I’d be happy to find a time to do that. I want to make sure that the Facilities, Fire and Building Departments are comfortable with the program moving forward.

Heather

---

From: Harper, Heather  
Sent: Friday, February 5, 2021 12:53 PM  
To: Donna Baldwin <donnabaladin@mmsfi.org>; Don Cox <doncox@mmsfi.org>  
Cc: Drake, Leanne <ldrake@sandwichmass.org>; Brides, Brendan <bbrides@sandwichmass.org>; Schlegel, Brian
Hello Don and Donna,

Attached is the license agreement reviewed and revised by Town Counsel. Also, as mentioned we met internally to review the traffic flow with the Deputy Fire Chief and Town Engineer’s. After some discussion of alternatives we think, for now, that the flow as it is current used in the best and will ask that you work with us if we find that change is needed for public safety purposes in the future. We will ask that plan for Entrance and Exit signs clearly illustrating the eastern curb cut for entrance to avoid conflicts with public safety. The Fire Department has requested that we clearly mark the spaces along the marsh and closet to the Department for Fire Personnel and that we share the parking along the western side of the building for any public needs. This will be clearly illustrated on a map we are working on.

So, if we are in agreement on approach I will post the REIF on Monday and share it with you. Responses will be due on Monday, February 22nd. Our internal team will then review which may require a meeting or additional responses from you. I am confident the process will move well from here. This is clearly of mutual benefit and a broader community-wide resource. We are glad to be working with you.

Thank you,

Heather B. Harper
Assistant Town Manager
Town of Sandwich
(508) 888-5144 or 4910
hharpert@sandwichmass.org
May 18, 2022

The Town of Sandwich
Heather Harper
130 Main Street
Sandwich, MA 02563

RE: 70 Quaker Meeting House Road, Sandwich
Work order #5474044

Dear Ms. Harper:

Attached is a standard NSTAR Electric Company (d/b/a Eversource Energy) Easement for the premises described. The execution of this Easement is a requirement of Eversource Energy before our company can place the necessary equipment on your property to provide you the service you have requested.

If this meets with your approval, please obtain all signatures as required and return two copies of the fully executed instrument to my attention.

Do not hesitate to contact me with any questions.

Very truly yours,

Karen Johnson

Karen Johnson
Right of Way Agent
Karen.johnson@eversource.com
EASEMENT
70 QUAKER MEETING HOUSE ROAD, SANDWICH, MA
WORK ORDER #5474044

KNOW ALL MEN BY THESE PRESENTS, that:

TOWN OF SANDWICH, a municipal corporation and political subdivision of the Commonwealth of Massachusetts, having an address of 130 Main Street, Sandwich, MA

hereinafter referred to as the Grantor, for consideration of One Dollar ($1.00), grants to

NSTAR ELECTRIC COMPANY, (d/b/a Eversource Energy) a Massachusetts corporation, having its principal place of business at 800 Boylston Street, Boston, Massachusetts 02199, its successors, assigns and licensees, hereinafter referred to as the Grantee,

with quitclaim covenants, the right and easements (as more particularly described below) for underground lines for distribution of electricity, and lines for control, relay and communication purposes over, across, upon and under a certain parcel of land owned by Grantor (the "Premises") located at 34 Quaker Meeting House Road, Sandwich.

The Premises are more particularly described in the Deed filed in the Barnstable County Registry of Deeds in Book 16320, Page 215.

The land with the buildings thereon, situate in Sandwich, Barnstable County, Massachusetts on the Northerly and Northeasterly sides of Peters Pond, and being more particularly bounded and described as the Parcel marked "83.01 ± Acres" on a plan entitled "Plan of Land, Sandwich, Massachusetts, Hewlett Packard Recreational Facility, Scale 1"=100", dated April 19, 1991, Eagle Surveying and Engineering, Inc., 441 Route 130, Sandwich, MA 02563, Project number 91-018, which plan is recorded with the Barnstable County Registry of Deeds in Plan Book 480, Page1.

The easement rights granted herein are more particularly described as the right, from time to time and within the Premises, to install, construct, reconstruct, alter, extend, operate, inspect, maintain, repair, replace and remove (a) underground buried cables, wires, conduits, pipes, splice boxes, manholes, hand-holes, wire distributing facilities, fixtures, appurtenances, service and lamp connections, with the wires and cables therein, and all necessary foundations, anchors, and other supporting appurtenances deemed necessary by Grantee for the purposes specified above; (b) above-ground pedestals, concrete pads, transformers, switchgear and apparatus cabinets with

Mail to: Eversource Energy, 273 Summer Street, Plymouth, MA 02360
the necessary wires, cables, terminals, fixtures and appurtenances deemed necessary by Grantee for the purposes specified above (hereinafter (a) and (b) are collectively referred to as "Equipment"), and (c) together with the right and easement to enter upon the Premises, including vehicular access for construction and maintenance purposes, as may be necessary from time to time for all of the foregoing purposes, utilizing existing paved ways and parking areas on the Premises to the extent practicable.

All Equipment shall be installed in conformance with Grantee's "Information & Requirements for Electric Service," as issued by Grantee from time to time. Any Equipment installed by the Grantor shall be maintained by the Grantor, and if Grantor fails to repair or maintain such Equipment, Grantee reserves the right to do so at Grantor's sole cost and expense.

All Equipment shall be installed in locations mutually agreed upon by Grantor and Grantee, and shall initially be approximately as shown on sketch dated 04-30-2021 which is attached hereto and incorporated herein as Exhibit A. To the extent that no location is determined in advance, the location of the easement shall be fixed by the actual installation of the Equipment, and, unless specified otherwise, shall be 15 feet in width, centered on the Equipment as installed.

Grantor may at any time, at its sole cost and expense, prepare and submit to Grantee for review and approval an "as built" plan of the Equipment in recordable form. Upon approval of such plan, and concurrently with the recording of such plan, the parties shall execute and record an amendment to this instrument, fixing the location of the easements granted hereunder to the locations and dimensions shown on such plan; provided, that Grantee shall have the right of access over the remainder of the Premises for all purposes contemplated by this agreement.

Grantor will not erect or permit any structures or obstructions which in the reasonable judgment of the Grantee might interfere with the safe operation and maintenance of the Equipment. Grantee shall have the right to cut down and keep trimmed all trees, bushes, underbrush and growth as the Grantee may from time to time deem reasonably necessary for the safe operation and maintenance of the Equipment.

All work by Grantor or Grantee under this Easement shall be done in a good and workmanlike manner by competent personnel or contractors, in conformity with all applicable permits, licenses, ordinances, laws and regulations, and free from any liens for labor or materials. The party performing the work shall be responsible for obtaining all applicable permits.

Except in the event of emergency, prior to commencing any work at the Premises, Grantee shall endeavor to provide Grantor with such notice as may be practicable under the circumstances, which may consist of telephone or other verbal notification.

The Grantee shall restore the surface of the Premises (by grading, paving or reseeding) wherever damaged by the Grantee by reason of its work as closely as reasonably practicable to the condition of such surface before such work.
In the conduct of all work, neither party shall unreasonably interfere with the business, operations or access of the other party, its employees, invitees or contractors, or any other person having an interest in the Premises.

Grantee shall have the right to connect the Equipment with its facilities located or which may be placed in private or public ways adjacent to the Premises. Grantee shall have the right to extend the lines from time to time, and the right to use the Equipment, to serve other customers of Grantee who may conveniently be served thereby.

Grantee shall indemnify, defend and hold harmless the Grantor, its successors and assigns, from and against any claim, cost, loss or liability incurred by Grantor for physical damage or injury resulting from the negligence or willful misconduct of the Grantee, its employees, agents and contractors in the conduct of the work at the Premises pursuant to this easement. Nothing herein shall be construed to impose on the Grantee any liability for indirect, consequential, punitive or other special damages.

Grantor may request that Grantee relocate any of the Equipment installed by the Grantee to another location on the Premises acceptable to the Grantee. Such relocation shall be at the sole cost and expense of the Grantor.

Grantor shall have the right to use the Premises, and the right to grant to others the right to use the Premises, for all purposes that do not unreasonably interfere with the rights granted to the Grantee hereby.

All Equipment installed within the Premises pursuant to this easement shall remain the property of the Grantee and Grantee shall pay all taxes assessed thereon.

This easement is executed pursuant to, and shall be subject to, the Grantee’s Terms and Conditions of Service, as filed with and approved by the Massachusetts Department of Public Utilities from time to time.

EXECUTED as an instrument under seal this 20th day of May, 2022.

Signature
George Dunham
Printed Name
Town Manager
Title
COMMONWEALTH OF MASSACHUSETTS

Barnstable ss

On this 20th day of May, 2022, before me, the undersigned notary public, personally appeared George Dunham proved to me through satisfactory evidence of identification, which was personally known to be the person(s) whose names are signed on the preceding document, and acknowledged to me that she/he signed it voluntarily for its stated purpose.

Notary Public Signature

My Commission Expires: August 5, 2027

Melissa Carroll
Print Notary Public Name
From: Margot Critchfield <margotcritchfield@gmail.com>
Sent: Tuesday, May 17, 2022 9:20 AM
To: Dunham, George <gdunham@sandwichmass.org>; Harper, Heather <hharper@sandwichmass.org>
Cc: Finn Jonathan <jonathanfinn@mac.com>; Buntich Jo Anne Miller <jmillerb@comcast.net>; Mulroy Gretchen & Kevin <gmulroy@gmail.com>; Johnson-Staub Christine <christinejohnsonstaub@gmail.com>
Subject: [EXTERNAL] Proclamation for Thursday Agenda

Dear Town Managers and Select Board Members,

As you probably know, at the end of 2015 the Massachusetts Legislature passed the Race Amity Day Bill (H 2745, Chapter 163 of Acts of 2105). This first-in-the-nation legislation was signed into law and celebrated in a State House ceremony with Governor Charlie Baker in February of 2016. The Bill was the outgrowth of work at the National Center for Race Amity at Wheelock College Boston. The Race Amity Day Act states that:

“The governor shall annually issue a proclamation setting apart the second Sunday in June as Massachusetts Race Amity Day to recognize that the people of the commonwealth are its greatest asset, to recognize that the commonwealth is comprised of multicultural, multi-ethnic multiracial citizens, and to encourage friendship, collegiality, civility, respect and kindness as the commonly shared ideals of the collective citizenry of the commonwealth by joining with communities across the United States to reflect on the beauty and richness of the diverse peoples of this great nation, while reaching out with a spirit of amity toward one another annually and recommending that the day be observed in an appropriate manner by the people.”

With the issuing of a proclamation yearly from the Governor’s office, the cities and towns of Massachusetts are each encouraged to recognize in some meaningful way that the Second Sunday in June is Race Amity Day, and many town governments (such as Wareham and Mashpee near us) have done so by issuing their own Race Amity proclamations each year, adapted from the Governor’s.

We are so grateful to you all for the Diversity Resolution adopted by the BOS last October and for the impact it has made. As another important demonstration of our town’s collective moral will to advance and promote access, equity, and justice, Sandwich for All is submitting the attached Race Amity Day proclamation for your consideration at this week’s Board of Selectmen meeting.

If you’d like more information about Race Amity Day, the Center has an excellent website at: https://raceamity.org/

Thank you,

The Sandwich for All Coordinating Committee:

Margot Critchfield
Jonathan Finn
Christine Johnson Staub
Jo Anne Miller Buntich
Gretchen Mulroy
Race Amity Day
Annual Proclamation

Whereas, The Town of Sandwich holds dear the motto of the United States of America which bears the inscription E Pluribus Unum, which translates from Latin as “Out of many, one”; and

Whereas, the greatest asset of the Town of Sandwich is its people; and

Whereas, civility, respect, friendship, and kindness are commonly shared values of the collective citizenry of the Town of Sandwich; and

Whereas, the Town of Sandwich invites families and neighbors to join in introspection and reflection on the beauty and richness of the diverse peoples of this great nation while reaching out with a spirit of amity toward one another annually on the second Sunday in June; and

Whereas, Chapter 163 of Acts of 2015 of the Commonwealth of Massachusetts establishes the second Sunday in June annually as Race Amity Day; and

Therefore, we, the Sandwich Board of Selectmen, do hereby proclaim June 12th, 2022, and all future second Sundays in June, to be Race Amity Day in the Town of Sandwich.
SANDWICH BOARD OF SELECTMEN STATEMENT

The Sandwich Board of Selectmen is committed to ensuring that our town is a safe and welcoming community that fully embraces diversity, equity, and inclusion. We unequivocally condemn discrimination in all its forms.

As elected leaders, we recognize our responsibility to understand and address racial inequality and all forms of discrimination in Sandwich. Change starts at the local level, and better understanding and taking action in our own community can contribute to effective change at the regional, state, and national levels.

To that end, we will work to educate ourselves, town staff, and Sandwich residents on social and racial justice issues and foster an environment of respect and acceptance.

We will work to inspire action that brings out the best in our community by viewing diversity and acceptance as an opportunity for all. An equitable, respectful Sandwich is a stronger, better Sandwich.

We will work to ensure that Sandwich is a community where all individuals can live happily, free of fear, with equal access to opportunities, regardless of race, ethnicity, national origin, gender, gender identity, sex, sexual orientation, religion, class, abilities, age, political affiliation, and military status.

Authorized and unanimously approved at the September 30, 2021 meeting of the Board of Selectmen.

Michael J. Miller, Chairman
Robert J. George, Vice Chairman
Shane T. Hoctor
Charles M. Holden
David J. Sampson
Hello,
Hope the moving prep is going ok. Must be stressful... Heather it was good to see you at our Let’s Talk About event.

Sandwich for All (SfA) would like to partner – once again – with the Town for a small gesture to honor June Pride month.

Our proposal is that the Progress Pride Flag flown at Town Hall. We’re unsure how to display – hanging between the pillars? Is there a flagpole attached to the building? We would provide the flag for display. Once the location is determined we’ll know what size flag would work best.

I look forward to your thoughts about this project. I’ll check in in a few days.

Thanks and take care, Jo Anne

There is light in darkness, you just have to find it. — bell hooks
TO: Sandwich Board of Selectmen  
FROM: Sandwich Historic District Committee  
DATE: May 18, 2022  
RE: Recommendation for Appointment

At their May 9, 2022 SHDC meeting, a Motion passed to recommend to the Board of Selectmen the appointment (for the remainder of the 2022 calendar year) of Bill Collins who resides within the Sandwich Historic District at 15 Liberty Street for the vacant Alternate position.

Thank you for your consideration in this matter.

Michelle Raymond  
Office Manager

Michael Sullivan  
Chairperson