BOARD OF SELECTMEN AGENDA

July 21, 2022 – 6:30 P.M.
Sandwich Town Hall – 130 Main Street

1. Convene Open Session Meeting in Auditorium

2. Pledge of Allegiance

3. Town Treasurer Dave Sullivan & Finance Director Bill Jennings – Authorization of Sale of Municipal Bonds

4. Public Comment

5. Review & Approval of Minutes – 7/7/22

6. Town Manager Report

7. Correspondence / Statements / Announcements / Future Items / Follow-up

8. Staff Meeting
   Director of Planning & Economic Development Ralph Vitacco & Assistant Town Manager Heather Harper – Request for Approval and Execution of Quitclaim Deed, Title Insurance Affidavit and Settlement Statement for the sale of Town-owned land with the building thereon located at 4 Water Street, as shown on a plan of land entitled “Plan of Land to be Purchased by the Town of Sandwich,” dated July 1973 recorded with Barnstable County Registry of Deeds in Plan Book 275, Page 52, and Acceptance of Pedestrian Access Easement Agreement from FC Homes, LLC to Town for 20’ wide access easement as shown on plan entitled “Plan of Easements, 4 Water Street, Sandwich, Mass.” dated June 28, 2022, a copy of which is attached to said Pedestrian Access Easement Agreement

9. Public License Hearings
   7:10 P.M. Liquor License Transfer of Annual Wine & Malt – Marshland Group Inc. to Marshland 6A Inc., 109 Route 6A – Emilson Braga Da Silva, Proposed Manager

   7:15 P.M. Indoor & Outdoor Entertainment License – Sun Retreats Peters Pond Campground, 185 Cotuit Rd. – Brian Waksunski, Manager

10. Old Business
    - Authorize Early In-Person Voting for 9/6/22 State Primary Election
    - First Amendment to Host Community Agreement – In Good Health
    - Other Matters Not Reasonably Anticipated by the Chairman
11. New Business
   • Open Meeting Law Update
   • Personnel Policies & Procedures – Add Juneteenth to Recognized Holidays
   • Recommended Appointments
     o Sandwich Cultural Council – Allyson LaPorta (3 Years)
     o Historic District Committee Alternate – Patricia Hallahan (Calendar Year)
   • Request for a Temporary Mobile Home Permit – 33 Thicket Run Road
   • Other Matters Not Reasonably Anticipated by the Chairman

12. Public Comment

13. Closing Remarks

14. Adjournment

NEXT MEETING: Thursday, 8/4/22, 7:00 P.M., Town Hall

[Signature]
7/19/22
Present: C. Holden, M. Miller, B. George, P. Ellis
G. Dunham, Town Manager; Heather Harper, Assistant Town Manager
Others Present: D. Mason

Mr. Holden opened the meeting at 7:00 PM.

PLEDGE OF ALLEGIANCE

PUBLIC COMMENT
Peter Shoudy – is concerned about speeding in Great Hills. The Great Hills HOA has put in signs with only a modest effect. When West Meetinghouse Rd. is to be resurfaced, residents are requesting installing speed bumps. Mr. Shoudy shared some information from the State about speed safe systems and the effect of speed bumps, which encourage safe speeds. With effective roadway treatments streets become self-enforcing.

Daryl Crossman – serves on the Bike and Pedestrian Committee but is here as a resident. He wants to see the shared road project go forward but thinks Mass DOT not being upfront with the number of crosswalks needed. One area that is dangerous is at the top of the hill. Some people do speed on Service Road. The residents have not been given an opportunity to speak to the issue and Mass DOT is not willing to provide the information. There should be more crosswalks and the Town should not have to be responsible for putting them in.

Mark Wiklund – supports what Mr. Crossman has said. A major problem is near the Spaulding entrance. It is difficult to see.

REVIEW AND APPROVAL OF MINUTES
Mr. Miller moved to approve the minutes of June 23, 2022. Seconded by Mr. George. Approve unanimously.

TOWN MANAGER REPORT
1. The next Board meeting is in 2 weeks; there will be some liquor hearings plus some updates.
2. Staff met with DEP about proposed new wastewater regulations, nitrogen sensitive areas, which are going to roll out soon. He feels we need to write a letter of support for everything they are trying to do and include concerns about our wastewater issues. We need answers about state revolving fund eligibility and disposal concerns if we go out to the Base. Regulations will force all of us to act and them to be more open minded as to alternative means of disposal and economic feasibility. This ties into the proposed
wastewater workshop – maybe in September. Converge has been meeting with us once or twice a month. They have set up a meeting with the EPA to look at the trust fund and how it relates to the State revolving fund. Mr. Mason said as the DEP rolls out regulations, there will be some aggressive moves being proposed. We have some solutions. These will impact neighborhoods in watersheds, mostly in the south side of town. We need to be able to lay out our plans to alleviate some of those aggressive moves. Our intent is to go with the best direction with the least impacts. We will have a five-year window. Our CWRMP is working to our advantage. There will be a public hearing process and comment period. How they address their own problem, embayments from the Base, will be interesting. Maybe pushback will help them look at the same solution we are. Mr. Dunham commented that groups mandating solutions to wastewater are those limiting what can be done.

3. All the Board participated in the July 4th activities. Yesterday there was a meeting with every department head. They commented that this was the most seamless it has been for the last 10 years. People were respectful, even at the beaches. Mr. Dunham thanks the departments and the Board for their support.

4. There are some things to be discussed in old business – they all seem to be coming together at the same time; some will need a vote.

CORRESPONDENCE/STATEMENTS/ANNOUNCEMENTS

There was a Finance Committee meeting on June 27; they reorganized. Based on the presentation by Chief Burke, they approved the overtime. There is a Charter Review Committee meeting on July 8. Town Counsel will attend that meeting. All the meetings are open and televised. We received district local technical assistance funds to look at housing and low-lying roads. We are the lead town on a Cape-wide grant to look at affordability of homes.

Mr. Miller said that Jon Nelson may be out of work for a while. Mr. Ellis mentioned Don Fleet and his considerable impact on the Town; he was the organizer of the town fair. He also wanted to recognize Lee Erb who was a force to be reckoned with. He was on the Landscape Advisory Council, which was responsible for many of the plantings around town. There is an American holly memorial at the Hoxie House. Mr. Miller commented that the islands around town are beautiful. Kaethe Maguire manages them, and people are doing a great job maintaining them.

STAFF MEETING

_Joint Meeting with Library Board of Trustees – Appointment to Fill Vacancy Through 5/4/23_  
_Town Election: Colleen Clabault_

Mr. Dunham reviewed the legal process for filling a vacancy on an elected board; a candidate to fill the vacancy can be appointed until the next election. The appointment is done by a joint meeting between the Board and the board filling the vacancy with approval of those present and voting. Mr. Thomson, President of the Library Board of Trustees, said that Colleen Clabault has volunteered for a one-year unfilled term. She is a long-time resident and educator in the STEM academy. She says that the library is a perfect fit, and she loves the library. She came before the trustees in June. **Mr. Miller moved to appoint Colleen Clabault to fill the vacancy on the Library Board of Trustees through May 4, 2023.** Mr. George seconded. Approved
unanimously by roll call vote of those present on the Board of Selectmen and the Library Board of Trustees.

*Joint Meeting with Sandwich Housing Authority Board of Commissioners – Appointment to Fill Vacancy Through 5/4/23 Town Election: Joan Martinelli*

Mr. Dunham reported that the Housing Commissioners are not able to attend but unanimously support Joan Martinelli. She was on the Board of Commissioners in the spring and stepped down. She is willing to come on for the year. **Mr. Miller moved to appoint Joan Martinelli to fill the vacancy on the Sandwich Housing Authority Board of Commissioners through May 4, 2023. Seconded by Mr. George. Approved unanimously by roll call vote of those present and voting.**

*Director of Public Health, Dave Mason & Director of Natural Resources, Dave DeConto – Shawme Pond Algae Bloom*

Mr. DeConto was not able to attend, but Mr. Mason and he talk frequently. There are concerns about the algae bloom in Shawme Pond. This is representative of the larger picture in other ponds as well. Algae blooms are related to nutrients in the water, the water temperature, and the pond depth. Phosphorus is a natural part of pond chemistry that drives growth; it is bound by iron. When the temperature reaches 65 degrees, iron releases phosphorus. The plants grow so fast that they use up oxygen, and the plants die forming the algae bloom. The health department is aware of the problem. Some residents have called DEP saying nothing is being done. A request was put in for Mass. department of public health to take samples. Results point out that there is no harmful algae and the pond is well below the threshold for cyanobacteria. So, there is no public health issue. Years ago, the town did some studies and recommended some strategies. Townspeople were not in favor of the recommendations, so nothing was done. We need to have a bigger conversation about long term strategies. Wastewater plans also affect ponds. This will occur for a number of years, even with a sewer installed. Things need to be put back in balance. There need to be conversations about potential interim measures, such as harvesting, or chemical treatments such as alum that bind with nutrients. Fertilizer management is important and maybe we should look at fertilizer regulation. Last year, some ponds had cyanobacteria; the ponds got much warmer earlier. We are seeing algae develop earlier. Numerous ponds on Cape have used alum, but permits are needed. The swim program was moved to Snake Pond because of issues in Peters Pond. There was a report done of all ponds in 2019 that recommended interim measures. There are some fertilizers that are phosphate free. There is a standard cycle for testing - weekly for e-coli and temperature. Testing is intended to identify issues with septic systems, but there has been no issue. There is a question about the effect of alum; there is no effect on fish. The water at the Town Hall spring is fine. Mr. Ellis said that as far back as 1981 the problem with phosphate was identified. Part of that report focused on sewering for the village, and it predicted everything we talked about tonight. There are years of accumulation of matter in the pond, so it will take a while for it to resolve. Alum is controversial, but we haven't done anything about sewering or limiting fertilizer and now we want to consider putting something in the water. He thanks Mr. Mason for being on top of this. A more recent recommendation is draining the pond in advance of extreme cold; the cold freezes and kills the plant roots. There are interim ways to manage for
Shawme pond. It happened to a degree when the dam was addressed. We are looking into the mechanical harvester. Mr. George questioned whether we could a skimmer with pontoon boat. There was a question about whether funds would be allocated for this purpose; the WILF might be available for funding. We have been working with Wright-Pierce but want to have internal conversations before bringing anything forward.

OLD BUSINESS

Conservation Restriction 297 & 300 Meiggs-Backus Way – Approve & Authorize Execution with Town Counsel Consent
We closed on the purchase before June 30th but there is another requirement to approve the conservation restriction. Language is dictated by the State; Barnstable signed off. If Town Counsel is comfortable, we need authorization to approve and execute the conservation restriction. Eventually, we need to sign a project agreement, which needs only one signature. Mr. Miller moved to approve the conservation restriction for the two parcels on Meiggs-Backus Road after approval of execution by Town Counsel. Seconded by Mr. George. Approved unanimously. Mr. Miller moved to approve the project agreement for the grant and authorize Mr. Dunham to sign the project agreement once everything is complete. Seconded by Mr. George. Approved unanimously.

Service Road Shared Use Path – Dedication of the Town Parcels & Plan
Dedication for municipal land parcels recommendations is in the packet, along with diagrams of parcel location. Mr. Miller moved to approve the draft dedication of town parcels for the shared use path. Seconded by Mr. George. Approved unanimously.

License Agreement for 115 Rte. 6A – Massachusetts Military Support Foundation Inc.
Ms. Harper reported that we have approval from Atty. Marsh to move forward for a 5-year revocable license. We are looking forward to someone taking care of the building for the next five years. MMSF has needed a facility. The license would begin July 1, 2022 to June 30, 2027. They will be required to provide an office for the Fire Department chaplain, among other issues. All responsibilities are listed in the license document. We have their insurance documentation, financial documents and waiver of liability, especially if anyone is doing construction work onsite. They will be focused on aesthetic work and not structural. If there is any change of use or plans for construction, they must come back to the Town. Mr. Ellis commented that the lawn is not mowed; they will be responsible for that and for emptying trash. For now, the Town has been mowing. Mr. Ellis is concerned that buildings will not look taken care of. LMr. Miller is concerned about large vehicles being parked there; they will have deliveries in large vehicles, but none parked there. Mr. George moved approval of the license agreement entered into on July 1, 2022 to June 30, 2027 by the Town of Sandwich acting through the Board of Selectmen, address town Hall 130 Main St. Sandwich, 02563 and Massachusetts Military Support Foundation, Inc., licensee, with address of 10155 Inner Road Buzzards Bay, MA 02542 as presented in the document. Seconded by Mr. Miller. Approved unanimously.

Disposition of Deacon Eldred House – Deed, Closing Documents, Land Development Agreement, Easement Agreement
The process continues to move on as planned. Closing documents should be ready at the Board’s next meeting. All issues appear to be resolved. Mr. Ellis asked whether there has been a landscape plan for the property — no. There was a sidewalk. How landscape is dealt with has more to do with access and parking. He would like a plan to be considered. There are two easements on the property. Ms. Harper will check with conservation.

**Overview of Temporary Repairs to Private Ways & Betterment Process**
Sam Jensen will come to the next meeting for further discussion. Documents are in the packet — policies will need to be voted. There will need to be an indemnification agreement. Ms. Harper walked through sections A to D for the benefit of the public. The program is designed to be a partnership between the community or association and the town. The cost will be spread between owners over time. All abutters will need to be notified about the project and its potential cost. Petition would need to be received no later than July 15th. The petition signatures need to be certified. Owners must have their own engineer. Public construction costs will be developed between July and November and indemnification begins in November. There will be a betterment hearing scheduled to approve or not; this must be approved by 2/3 of abutters. Then an article for costs will be placed on the Town Meeting warrant. Mr. Ellis said that parts of this have potential for conflict. Wastewater connections need to be considered. The role of the DPW Director needs to be stated in the policy. There was a question about who pays for sewer; about 25% of the costs come from the public. Short term rental income can be used for 25% of capital costs. We need to look at the WIIF. The Town will be providing the financing plan.

**Other Matters Not Reasonably Anticipated for Old Business**
For100 Rte. 6A – critical testing and inspections are being done this and next week and we might be close to a temporary occupancy permit. Furniture has been delivered and is being installed next Monday. CAL is moving along very well.

**NEW BUSINESS**

**Other Matters Not Reasonably Anticipated for new Business**
None.

**PUBLIC COMMENT**
None.

**CLOSING REMARKS**
Mr. Holden commented about remembering the war in Ukraine. Mr. George commented about signing of the warrants. Currently the Chair or Vice Chair must sign so payroll can be done Mr. Dunham said the Board voted to designate the Chair and Vice Chair to sign, or if they are not able to, it needs three other members to sign. The Board could vote to change this. Mr. George thinks that any one member on the Board should be able to sign.

**ADJOURNMENT**
Mr. Ellis moved to adjourn the meeting. Seconded by Mr. George. Approved unanimously. The meeting adjourned at 8:40 PM.
Next Meeting: Thursday July 21, 2022  7:00 PM  Town Hall

Note: Board of Selectmen meetings are recorded and available for viewing in their entirety on the Sandwich Community Television website: https://sandwichcommunitytv.org

Respectfully submitted,

Susan James

Supporting Documents:
Minutes (7 pages)
Appointments (5 pages)
Shawme Pond Report (6 pages)
Comprehensive Water Resources Management Plan (7 pages)
Meiggs-Backus Way (37 pages)
Shared Use Path (10 pages)
License Agreement MMSF (15 pages)
Private Ways (10 pages)
Memorandum from Finance Director

From: Bill Jennings
Date: July 18, 2022
Re: Bond Sale Summary

The Town of Sandwich on July 13, 2022, sold $16 Million worth of Bonds for the following projects and amounts:

School Capital Project - $13 Million
Golf Course Improvement Project - $2.5 Million
CAL/Library Project - $500,000

The town received 4 bids with the winning bidder coming in at 3.26%. The winning bidder also provided a premium of $87,257.32 which the town will use to defray the costs of the issuance. We were very pleased with the results given the challenges in the interest rate markets currently.

Prior to the sale of the bonds, the Town was once again rated by Standard and Poor’s (S&P), which reaffirmed the town’s rating of AA+. S&P provided the following notes as to Town of Sandwich rating:

- It is impressive how the Town managed through the pandemic
- Because Barnstable MSA stopped being ranked as broad and diverse, the input for the regional economy for the Town was slightly less in terms of the local economy, based on the labor force, diversity and growth of the Barnstable MSA
- The below average pension funding level is probably the biggest factor holding back the Town’s rating from AAA
- The pension liability along with the level of reserves....so if the level of reserves were to increase to say 30% it would likely drive the rating up
- The current level of reserves, while strong, is slightly below AAA comparables
- Environmental, social, and governance (ESG) risk is still on the radar, as with all credits

I will discuss in further detail at the Board Meeting on Thursday, July 21st.

Thank you,

Bill Jennings
Summary:
Sandwich, Massachusetts; General Obligation

Primary Credit Analyst:
Timothy W Barrett, Washington D.C. + 1 (202) 942 8711; timothy.barrett@spglobal.com

Secondary Contact:
Felix Winneken, New York + 1 (212) 438 0313; felix.winneken@spglobal.com

Table Of Contents
Rating Action
Stable Outlook
Credit Opinion
Related Research
Summary:
Sandwich, Massachusetts; General Obligation

Credit Profile

<table>
<thead>
<tr>
<th>Description</th>
<th>Rating</th>
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<tr>
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<td>Long Term Rating</td>
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<td>Sandwich Twn GO rfdg bnds (Bank Qual)</td>
<td>Long Term Rating</td>
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Rating Action
S&P Global Ratings assigned its 'AA+' rating to Sandwich, Mass.' series 2022 general obligation (GO) municipal purpose loan in the amount of $16 million, and affirmed its 'AA+' rating on the town's existing debt. The outlook is stable.

The town's full-faith-and-credit pledge, subject to Proposition 2 1/2 limitations, secures the bonds. The town has voted to exempt $13 million of the $16 million of this issue from Proposition 2 1/2. We rate the limited-tax GO debt on par with our view of Sandwich's general creditworthiness because the ad valorem tax is not derived from a measurably narrower property tax base and there are no resource-fungibility limitations, supporting our view of its overall ability and willingness to pay debt service. We rate the limited-tax GO debt based on the application of our "Issue Credit Ratings Linked To U.S. Public Finance Obligors' Creditworthiness" criteria (published Nov. 20, 2019).

Officials plan to use bond proceeds for various capital improvement projects, including public school, library and golf course improvements, and to permanently finance $500,000 of bond anticipation notes outstanding.

Credit overview
The rating reflects our view of Sandwich's very strong economy, with a wealthy tax base, strong management conditions, and balanced operations in the past few years, which have led to the consistent maintenance of strong reserves. We believe the town managed well financially and operationally during the COVID-19 pandemic, including balanced operations in fiscal 2021, an expected surplus in fiscal 2022 according to unaudited results, and a balanced budget for fiscal 2023. Given the town's good financial policies and procedures, conservative budget assumptions, and very strong, mature tax base that supports good revenue growth, we expect Sandwich's finances will remain stable and strong. Nevertheless, we believe the town's increasing retirement costs, as a result of low funding ratios of its retirement plans and large unfunded liabilities, particularly relating to other postemployment benefits (OPEB), somewhat constrain the rating.

The long-term rating reflects our view of the town's:

- Affluent residential tax base that continues to steadily increase;
• Range of formalized financial policies and practices that have supported strong financial operations, which continued through the pandemic;
• Low overall net debt costs, offset by large retirement liabilities; and
• Strong institutional framework score.

Environmental, social, and governance
We have analyzed Sandwich’s social, and governance risks relative to the town’s economy, management, financial measures, and debt and liability profile and consider them neutral in our credit rating analysis.

Although we consider the town’s environmental risks to be above average given Sandwich is a coastal community along the Atlantic Ocean with exposure to climate change and sea-level rise, we believe management continues to plan and implement resiliency efforts to help reduce the potential impact. Specifically, we understand the town works with the Army Corps of Engineers regularly to renourish its beaches, including a $12.5 million sand dune renourishment project currently underway.

In addition, officials indicate Sandwich has completed the Massachusetts Municipal Vulnerability Preparedness Program, providing support for cities and towns in Massachusetts to begin the process of planning for climate change resiliency and implementing priority projects. With the completion of the evaluation plan under the program, the town has identified vulnerable areas that can be affected by rising sea levels and has applied for state grants to help mitigate this risk. We understand the town has performed various drainage projects in the past few years to better control surface water and flooding across different parts of town.

We understand the town has cyber security protections in place and maintains various backups of its networks and systems.

Stable Outlook

Downside scenario
If financial performance deteriorates, leading to a reduction of reserves and weakening of budgetary flexibility, we could lower the rating.

Upside scenario
If the town’s fixed costs and retirement liabilities moderate, all other factors equal, including increasing and maintaining reserves at levels more commensurate with those of higher-rated peers, we could raise the rating.

Credit Opinion

Affluent residential tax base that continues to steadily grow
Sandwich, with an estimated population of 20,259, is in Barnstable County and participates in the Barnstable Town, Mass. metropolitan statistical area, which we no longer consider broad and diverse, given labor force declines in the past two years, but which still provides ample employment opportunities. Sandwich is approximately 60 miles south of Boston, where it occupies 43 square miles. Cape Cod Bay borders the town on the north, and Barnstable is to the east.

WWW.STANDARDANDPOORS.COM/RATINGSDIRECT  JULY 11, 2022  3
The town is primarily a residential community, with an extremely strong and diverse property tax base. The 10 leading taxpayers account for less than 11% of assessed value (AV). Residential properties constitute about 87% of AV and commercial and industrial properties a modest 6.0%. Major employers include Rehabilitation Hospital of The Cape and Islands, Stop & Shop, Daniel Webster Inn & Spa, and Cape Heritage Nursing & Rehabilitation Center.

Overall, officials indicate the local area economy remains stable as the real estate market continues to thrive, which has led to growth in the town’s tax base. Officials report there are various housing projects underway, resulting in strong growth in building permit values in the past couple of years, both from new construction and renovations. This is supported by Sandwich's healthy real estate market, which officials report has not slowed, with houses continuing to sell at record high prices. Management indicates Sandwich's tourism sector has also rebounded, similar to other Cape Cod communities. Approximately less than 20% of the houses in the area are second homes, according to officials.

**Range of formalized financial policies and practices**

Highlights of the town's policies and practices include:

- A history of budgeting conservatively with budget-to-actual performance monitored monthly;
- A formal investment policy that mirrors state guidelines, with monthly treasurer reports that provide information on holdings and performance;
- A formal five-year revenue and expenditure forecast that is updated annually and is incorporated into the annual budget process;
- A five-year capital improvement plan, which is updated annually, with funding sources identified.

Sandwich lacks formal debt management policies and does not have formal reserve and liquidity policies. However, management notes it maintains a minimum target for stabilization reserves, which it will look to hold at a minimum of $2.5 million.

**Strong financial operations that continued through the pandemic**

Our performance calculations include adjustments for recurring transfers and one-time capital expenditures paid for with bond proceeds.

Sandwich ended fiscal 2021 with breakeven operations and $9.2 million in reserves, equal to 9.7% of operating expenses, which we consider strong. According to management, the town had savings in most departments as it kept tight control on expenses during the pandemic, while revenues were relatively unaffected, in part because property taxes account for about 72% of general fund revenues.

Management estimates the town ended fiscal 2022 with a strong general fund surplus largely due to revenues coming in $2.0 million above budget, with all major revenue sources outperforming budget. Expenses also trended favorably relative to budget and management anticipates ending the year with a substantial surplus.

The fiscal 2023 budget totals $86 million, which represents about a 6% increase from the previous year. Officials indicate the town continued to take a conservative approach to the budget and that they again expect to increase stabilization reserves. Given its historically conservative budgeting and stable revenues, we believe Sandwich will maintain balanced performance and will end fiscal 2023 without a material change to reserves.
Nevertheless, we believe future increases in pension and OPEB costs could add some budgetary pressure in the longer term, given below-average funding ratios and large liabilities.

**Low overall net debt costs, offset by large retirement liabilities**

Following this issue, Sandwich will have approximately $65.4 million of total direct debt outstanding. We understand over the longer term the town plans to issue debt for a large sewer and water resource mitigation project to address nitrogen levels in area waterways, which, for Cape Cod communities already involved in wastewater cleanup, has led to sizable increases in debt burdens. Officials estimate this project will be needed for only about 25%-30% of the town and that the total cost will be about $80 million, although this is still preliminary. The timing of possible issuances relating to this project is not known at this time. In addition, in 2021 Sandwich implemented a 2% dedicated tax to help fund wastewater capital projects. While we expect future debt issuance(s) for this project could weaken debt metrics, we believe the additional debt will likely remain affordable as a result of the town’s inherently very strong and wealthy tax base, coupled with its plan to continue to tap into this base as necessary to pay capital costs.

**Pension and other postemployment benefits liabilities**

- Given the town’s relatively large pension and OPEB liabilities, as well as low funded ratios, we believe pension and OPEB costs will likely remain a long-term credit risk, although Sandwich historically has managed these costs.
- We believe some of the assumptions used to build the system’s pension actuarially determined contribution (ADC) are built from what we view as weak assumptions and methodologies, which we believe increases the risk of unexpected contribution escalations.
- Although OPEB liabilities are primarily funded on a pay-as-you-go basis, costs remain low despite the large liability, and we expect the town will continue adding to its OPEB trust fund.

Sandwich participated in the following plans as of June 30, 2021:

- Barnstable County Contributory Retirement System (BCCRS): 57.6% funded, with a net pension liability of $48.3 million.
- A defined-benefit health care plan that provides lifetime health care and life insurance for eligible retirees and their spouses: less than 1% funded, with a net OPEB liability of about $121.4 million.

The town makes its ADC annually. There is an actuarial plan in place to reach full funding within a closed 15 years. However, given the discount rate of 7.15%, we see some risk of market volatility. For more information on BCCRS, see "Pension Spotlight: Massachusetts," published Oct. 14, 2020, on RatingsDirect.

Sandwich’s long-term OPEB liabilities are an additional long-term credit consideration. As of June 30, 2021, the OPEB unfunded actuarial accrued liability was $144.3 million, and is 0.9% funded. The town has historically appropriated about $100,000 to its OPEB trust fund and expects to keep doing so. While we view the town’s establishment and annual funding of its OPEB trust as a positive, we view its liabilities as large and its current funding plan for the trust as insufficient to materially improve the funding ratio. However, although we expect OPEB costs to continue to increase, we believe Sandwich will make the necessary budgetary adjustments to meet these costs and maintain balanced operations.
Strong institutional framework
The institutional framework score for Massachusetts municipalities is strong.

<table>
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<tr>
<th>Sandwich, Massachusetts -- Key Credit Metrics</th>
<th>Most recent</th>
<th>Historical information</th>
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<tr>
<td></td>
<td>2021</td>
<td>2020</td>
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<tr>
<td><strong>Strong economy</strong></td>
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<td>Projected per capita EBI % of U.S.</td>
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<td>Population</td>
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<td>County unemployment rate(%)</td>
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<td>Market value ($000)</td>
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<td>Ten largest taxpayers % of taxable value</td>
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<tr>
<td><strong>Strong budgetary performance</strong></td>
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<td>Operating fund result % of expenditures</td>
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<td>Total governmental fund result % of expenditures</td>
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<td><strong>Strong budgetary flexibility</strong></td>
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<td>Available reserves % of operating expenditures</td>
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<td>Total available reserves ($000)</td>
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<td><strong>Very strong liquidity</strong></td>
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<td>Total government cash % of governmental fund expenditures</td>
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<tr>
<td>Total government cash % of governmental fund debt service</td>
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<td><strong>Strong management</strong></td>
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<td>Financial Management Assessment</td>
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</tr>
<tr>
<td><strong>Adequate debt &amp; long-term liabilities</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Debt service % of governmental fund expenditures</td>
<td>4.5</td>
<td>5.1</td>
</tr>
<tr>
<td>Net direct debt % of governmental fund revenue</td>
<td>59</td>
<td></td>
</tr>
<tr>
<td>Overall net debt % of market value</td>
<td>1.2</td>
<td></td>
</tr>
<tr>
<td>Direct debt 10-year amortization (%)</td>
<td>51</td>
<td></td>
</tr>
<tr>
<td>Required pension contribution % of governmental fund expenditures</td>
<td>3.6</td>
<td></td>
</tr>
<tr>
<td>OPEB actual contribution % of governmental fund expenditures</td>
<td>3.2</td>
<td></td>
</tr>
</tbody>
</table>

**Strong institutional framework**
EBI--Effective buying income. OPEB--Other postemployment benefits. Data points and ratios may reflect analytical adjustments.

Related Research
- Credit Conditions North America Q2 2022: Hazard Ahead: Risk Intersection, March 29, 2022
- Through The ESG Lens 3.0: The Intersection Of ESG Credit Factors And U.S. Public Finance Credit Factors, March 2, 2022

WWW.STANDARDANDPOORS.COM/RATINGSDIRECT    JULY 11, 2022  6
• 214. S&P Public Finance Local GO Criteria: How We Adjust Data For Analytic Consistency, Sept. 12, 2013

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VOTE OF THE BOARD OF SELECTMEN

I, the Clerk of the Board of Selectmen of the Town of Sandwich, Massachusetts (the "Town"), certify that at a meeting of the board held July 21, 2022, of which meeting all members of the board were duly notified and at which a quorum was present, the following votes were unanimously passed, all of which appear upon the official record of the board in my custody:

Voted: that the maximum useful life of the Sandwich Hollows Gold Course irrigation system to be financed with the proceeds of the $3,500,000 borrowing authorized by the vote of the Town passed May 2, 2022 (Article 14) is hereby determined pursuant to G.L. c.44, §7(1) to be 20 years.

Further Voted: that the sale of the $14,190,000 General Obligation Municipal Purpose Loan of 2022 Bonds of the Town dated August 4, 2022 (the “Bonds”) to Janney Montgomery Scott LLC at the price of $16,087,257.32 and accrued interest is hereby approved and confirmed. The Bonds shall be payable on August 1 of the years and in the principal amounts and bear interest at the respective rates, as follows:

<table>
<thead>
<tr>
<th>Year</th>
<th>Amount</th>
<th>Interest Rate</th>
<th>Year</th>
<th>Amount</th>
<th>Interest Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>2023</td>
<td>$630,000</td>
<td>5.00%</td>
<td>2033</td>
<td>$705,000</td>
<td>5.00%</td>
</tr>
<tr>
<td>2024</td>
<td>675,000</td>
<td>5.00</td>
<td>2034</td>
<td>715,000</td>
<td>5.00</td>
</tr>
<tr>
<td>2025</td>
<td>680,000</td>
<td>5.00</td>
<td>2035</td>
<td>720,000</td>
<td>5.00</td>
</tr>
<tr>
<td>2026</td>
<td>685,000</td>
<td>5.00</td>
<td>2036</td>
<td>725,000</td>
<td>5.00</td>
</tr>
<tr>
<td>2027</td>
<td>690,000</td>
<td>5.00</td>
<td>2037</td>
<td>730,000</td>
<td>5.00</td>
</tr>
<tr>
<td>2028</td>
<td>685,000</td>
<td>5.00</td>
<td>2038</td>
<td>740,000</td>
<td>5.00</td>
</tr>
<tr>
<td>2029</td>
<td>690,000</td>
<td>5.00</td>
<td>2039</td>
<td>745,000</td>
<td>5.00</td>
</tr>
<tr>
<td>2030</td>
<td>695,000</td>
<td>5.00</td>
<td>2040</td>
<td>755,000</td>
<td>5.00</td>
</tr>
<tr>
<td>2031</td>
<td>695,000</td>
<td>5.00</td>
<td>2041</td>
<td>760,000</td>
<td>4.00</td>
</tr>
<tr>
<td>2032</td>
<td>700,000</td>
<td>5.00</td>
<td>2042</td>
<td>770,000</td>
<td>4.00</td>
</tr>
</tbody>
</table>

Further Voted: that in connection with the marketing and sale of the Bonds, the preparation and distribution of a Notice of Sale and Preliminary Official Statement dated July 6, 2022 and a final Official Statement dated July 12, 2022 (the “Official Statement”), each in such form as may be approved by the Town Treasurer, be and hereby are ratified, confirmed, approved and adopted.

Further Voted: that the Bonds shall be subject to redemption, at the option of the Town, upon such terms and conditions as are set forth in the Official Statement.

Further Voted: that the Town Treasurer and the Board of Selectmen be, and hereby are, authorized to execute and deliver a continuing disclosure undertaking in compliance with SEC Rule 15c2-12 in such form as may be approved by bond counsel to
the Town, which undertaking shall be incorporated by reference in the Bonds for the benefit of the holders of the Bonds from time to time.

Further Voted: that we authorize and direct the Town Treasurer to establish post issuance federal tax compliance procedures and continuing disclosure procedures in such forms as the Town Treasurer and bond counsel deem sufficient, or if such procedures are currently in place, to review and update said procedures, in order to monitor and maintain the tax-exempt status of the Bonds and to comply with relevant securities laws.

Further Voted: that any certificates or documents relating to the Bonds (collectively, the “Documents”), may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute one and the same document; delivery of an executed counterpart of a signature page to a Document by electronic mail in a “.pdf” file or by other electronic transmission shall be as effective as delivery of a manually executed counterpart signature page to such Document; and electronic signatures on any of the Documents shall be deemed original signatures for the purposes of the Documents and all matters relating thereto, having the same legal effect as original signatures.

Further Voted: that each member of the Board of Selectmen, the Town Clerk and the Town Treasurer be and hereby are, authorized to take any and all such actions, and execute and deliver such certificates, receipts or other documents as may be determined by them, or any of them, to be necessary or convenient to carry into effect the provisions of the foregoing votes.

I further certify that the votes were taken at a meeting open to the public, that no vote was taken by secret ballot, that a notice stating the place, date, time and agenda for the meeting (which agenda included the adoption of the above votes) was filed with the Town Clerk and a copy thereof posted in a manner conspicuously visible to the public at all hours in or on the municipal building that the office of the Town Clerk is located or, if applicable, in accordance with an alternative method of notice prescribed or approved by the Attorney General as set forth in 940 CMR 29.03(2)(b), at least 48 hours, not including Saturdays, Sundays and legal holidays, prior to the time of the meeting and remained so posted at the time of the meeting, that no deliberations or decision in connection with the sale of the Bonds were taken in executive session, all in accordance with G.L. c.30A, §§18-25, as amended.

Dated: July 21, 2022

Clerk of the Board of Selectmen
SANDWICH BOARD OF SELECTMEN
PUBLIC HEARING

In accordance with M.G.L. Ch. 138, the Sandwich Board of Selectmen will hold a public hearing on Thursday, July 21, 2022 at 7:10 p.m., in the Sandwich Town Hall Auditorium, 130 Main Street, Sandwich, MA to consider the application for a transfer of an annual, On-Premises, Wine and Malt Beverages Liquor License, from Marshland Group, Inc. d/b/a Marshland Restaurant to the new owners, Marshland 6A, Inc., located at 109 Route 6A, Sandwich, MA 02563, Emilson Braga Da Silva as Manager. Anyone wishing to be heard on the subject will be afforded an opportunity at that time.

Sandwich Board of Selectmen

Shane Hoctor, Chair
SANDWICH BOARD OF SELECTMEN
PUBLIC HEARING

The Sandwich Board of Selectmen will hold a public hearing on Thursday, July 21, 2022 at 7:15 p.m., in the Sandwich Town Hall Auditorium, 130 Main Street, Sandwich, MA to consider the application for an indoor and outdoor entertainment license for Sun Retreats Peters Pond Campground, located at 185 Cotuit Rd., Sandwich, MA 02563. Anyone wishing to be heard on the subject will be afforded an opportunity at that time.

Sandwich Board of Selectmen

Shane Hoctor, Chair
June 28, 2022

To whom it may concern,

Sun Retreats Peters Pond, located at 185 Cotuit Road, is applying for an entertainment license in order to provide weekend music for our guests. The campground has been in continuous operation since 1932 (90 years), and has been owned by Sun Communities since 2012. Live entertainment such as bands and DJs have been a part of the park experience for as long as anyone can remember, and we have some guests who have been spending their summers at Peters Pond continuously since the 1960’s. It does not appear that there was ever an entertainment license required, so far as town records indicate. This is possibly due to the nature of the operation: our entertainment is complimentary for guests, serving just as an opportunity for the community members to gather together. We have never sold tickets or otherwise directly profited from the entertainment we provide, it is simply an amenity to enhance the experience.

The scope of our entertainment plan is rather narrow. Our season is from April 15th thru October 15th. On Saturday nights- and on the Sundays of Memorial, Independence, and Labor Day weekends- we want to book either bands or DJs for our pavilion tent, located in the center of our recreation field, for performances 7-10pm.

I have been managing the park since September 2020, nearly 2 years now, and have come to the realization that the complaints regarding volume always seem to come from the DJ performances, when perhaps the bass, traveling beyond the borders of our property, is negatively impacting the experience of some of our neighbors. I do not believe we have received a call, or been visited by the Sandwich Police Department following up on a complaint, for any band at the pavilion tent. With this in mind, I am willing to compromise by agreeing to cease with DJ performances if that allows us to continue with alternative entertainment. I am confident this will improve the situation.

Beyond bands, we offer several other types of gatherings at our tent, such as our annual community Talent Show. I have submitted a video from last July to demonstrate what we’re going for with our community gatherings. This event continued past 10pm We want to work with our neighbors to find a fair balance; one that adheres to the town’s expectations while allowing us to provide our guests with a great experience in the park, as they’ve always had and come to expect.

Kind regards,

Brian Waksmunski
Senior Resort Manager
Sun Retreats Peters Pond
bwaksmunski@suncommunities.com
510 220 9545
The Licensing Board for the

Sandwich

Name of City or Town

APPLICATION FOR AN ENTERTAINMENT LICENSE
(SEVEN DAYS)

The undersigned respectfully applies for an entertainment license as follows:

LOCATION OF PREMISES 185 Court Road  CLASS OF LIC. ___

DESCRIPTION OF PREMISES Sun Retreats Peters Pond  Campground

RADIO X  TELEVISION X  JUKEBOX _  AMPLIFIERS X PHONO

CABLE TV _ WIDESCREEN TV _ CASSETTE OPER. TV _ MOVIES

INSTRUMENTAL MUSIC X  No. of Instruments

Type of Instruments  Various  Band  What floors  Fulltime / Part

VOCAL MUSIC  Yes  No. of persons  50 - 100

DANCING BY PATRONS  Yes  Type of dancing

What floors?  All of dance floor  Size of dance floor  20 x 60

EXHIBITION OR TRADE SHOW  describe

PLAY  describe

MOVING PICTURE SHOW  describe

FLOOR SHOW  describe

ATHLETIC EVENT  describe

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

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

Did you hold an entertainment license from the Board pursuant to section 183A of Chapter 140? NO  If YES was it for the exact same entertainment being requested in this petition? YES

Date  6/28/22

Firm or Trade Name  Sun Retreats Peters Pond

Business Name  Six Communities, LLC

Manager Signature  [signature]

Form 7  H. & W. Waren™
ENTERTAINMENT APPLICATION

Sun Retreats Peters Pond - Brian Waksmunski (Manager)

Name of Licensee

185 Cotuit Road, Sandwich, MA 02563

Address of Licensed Premises

GRANTED

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

Rec'd by: __________ Fee: __________

Receipt No.: __________
Dunham, George

From: Wack, Peter
Sent: Friday, July 8, 2022 1:44 PM
To: Dunham, George
Subject: FW: Peter’s Pond Entertainment License
Attachments: SKM_C45822070614540.pdf

Bud,

We have received a number of complaints about the loud music coming from this location. I would not support a permit unless there was clear language on a low volume and strict time frame. The music is reaching neighborhoods on the other side of Cotuit road and around the pond.

Peter

From: Bound, Josh <jbound@sandwichmass.org>
Sent: Wednesday, July 6, 2022 2:32 PM
To: Wack, Peter <pwack@sandwichmass.org>; Keene, Jason <jkeene@sandwichmass.org>; Lawrence, Bruce <blawrence@sandwichmass.org>
Subject: FW: Peter’s Pond Entertainment License

Lieutenant Joshua H. Bound
Patrol Operations Commander
Sandwich Police Department
255 Cotuit Rd
Sandwich, MA 02563
Phone: 508-888-3343 ext 1328
Fax: 508-833-0653

From: Carroll, Melissa <mcarroll@sandwichmass.org>
Sent: Wednesday, July 6, 2022 2:30 PM
To: Bound, Josh <jbound@sandwichmass.org>
Subject: Peter’s Pond Entertainment License

Hi Lieutenant Bound,
I am just following up with you in regards to our conversation last week about Peter’s Pond Park’s entertainment license. The Sun Retreats Peter’s Pond Campground is requesting both an indoor and outdoor entertainment license. Please see the attached application and memorandum with additional information. They are going to have their legal hearing in front of the Board of Selectmen 07/21/2022 at 7:15PM. The advertisement is going in the 07/08/2022 Sandwich Enterprise. Their manager, Brian Waksmunski will be present and has expressed to me that he is open to answer any questions before or during the meeting. He is also willing to give anyone, including the Selectmen a tour of the vicinity to help with the explanation. He was planning on sending a video, but is having technical
problems. He hopes to be able to bring the video on a thumb drive, if he can figure out the problems with the video. If I get any other information, I will forward it along to you. I know the Police Department wants to be present at this meeting due to your high call volume due to the noise. I hope everyone will compromise and come to a mutual agreement.

Melissa Carroll
Office Manager
Sandwich Town Hall
130 Main Street
Sandwich, MA 02563
508-888-4910 ext 1004
508-833-8045 (fax)
Heather-

Please use the following wording for the Agenda Item to post for the sale of the property at 4 Water Street:

"Request for Approval and Execution of Quitclaim Deed, Title Insurance Affidavit and Settlement Statement for the sale of Town-owned land with the building thereon located at 4 Water Street, as shown on a plan of land entitled "Plan of Land to be Purchased by the Town of Sandwich," dated July 1973 recorded with Barnstable County Registry of Deeds in Plan Book 275, Page 52, and Acceptance of Pedestrian Access Easement Agreement from FC Homes, LLC to Town for 20' wide access easement as shown on plan entitled "Plan of Easements, 4 Water Street, Sandwich, Mass." dated June 28, 2022, a copy of which is attached to said Pedestrian Access Easement Agreement."

I will forward to you separately the Motions for the Board of Selectmen meeting.

If you have any questions, please do not hesitate 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
vmash@k-plaw.com
www.k-plaw.com

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PLAN OF EASEMENTS
4 WATER STREET,
SANDWICH, MASS.

PREPARED BY THE
TOWN OF SANDWICH,
ENGINEERING DEPT.

PREPARED FOR THE TOWN OF
SANDWICH, MASS.

SCALE: 1" = 50'
6/28/22

#4 WATER STREET
TOWN OF SANDWICH
PARCEL ID: 073-154

AS SHOWN ON A PLAN
RECORDED AT THE BARN.
CO. REGISTRY OF DEEDS
PLAN BOOK 275 PAGE 52

0.89 ACRES ±

SHAWME
LAKE

20-FT WIDE
ACCESS
EASEMENT
1528 SQ. FT. ±
TOWN OF SANDWICH
AND IN GOOD HEALTH, INC.

FIRST AMENDMENT TO HOST COMMUNITY AGREEMENT

THIS FIRST AMENDMENT TO HOST COMMUNITY AGREEMENT (the “Amendment”) is entered into this ___ day of June, 2022 (the “Effective Date”) by and between In Good Health, Inc., a Massachusetts corporation with a principal office address of 1200 West Chestnut Street, Brockton, MA 02301 (the “Company”), and the Town of Sandwich, a Massachusetts municipal corporation with a principal address of 130 Main Street, Sandwich, Massachusetts 02563 (the “Town”) (Company and Town, collectively the “Parties”), acting by and through its Board of Selectmen, in reliance upon all of the representations made herein.

RECITALS

WHEREAS, the Town and In Good Health entered into a Host Community Agreement, dated June 13, 2019 (the “HCA”), with respect to In Good Health’s proposal to operate a medical marijuana treatment center (the “Facility”) to be limited solely to the dispensing of medical marijuana and marijuana products at the property known as 449 Route 130 in Sandwich, Massachusetts (the “Site”);

WHEREAS, on May 2, 2022, registered voters in the Town passed a Zoning Bylaw to regulate and allow for adult-use marijuana sales in the Town by adult-use marijuana establishments licensed by the Massachusetts Cannabis Control Commission (the “CCC”);

WHEREAS, the Company currently operates the Facility (at the Site, and now wishes to also open and operate an adult-use marijuana retailer establishment (the “Marijuana Retailer”) at the Site (the Facility and Marijuana Retailer, collectively, the “Co-located Facility”) in accordance with and pursuant to applicable state laws and regulations, including, but not limited to G.L. c.94I and 935 CMR 501.000 and such approvals as may be issued by the Town in accordance with its Zoning Bylaw and other applicable local regulations; and

WHEREAS, the Town is amenable to the Company’s proposal to also operate the Marijuana Retailer at the Site;

WHEREAS, in connection with the expansion of adult-use marijuana sales, the Company anticipates that the Town will incur additional expenses and both direct and indirect impacts on the Town’s road and other infrastructure systems, law enforcement, fire protection services, inspectional services, permitting and consulting services and public health, as well as unforeseen impacts, both quantifiable and unquantifiable on the Town; and

WHEREAS, the Company intends to provide certain benefits to the Town in the event that it receives the requisite final license from the CCC or such other state licensing or monitoring authority, as the case may be, to operate the Marijuana Retailer and receives all required local permits and approvals from the Town; and
WHEREAS, the parties intend by this Amendment to satisfy the provisions of G.L. c.94G, Section 3(d) applicable to the operation of Facility and the Marijuana Retailer, such activities to be only done in accordance with the applicable state and local laws and regulations in the Town;

WHEREAS, the parties desire to amend the HCA to memorialize the terms contained herein; and

WHEREAS, the Parties agree that the above Recitals are true and accurate and that they are incorporated herein and made a part hereof.

NOW THEREFORE, in consideration of the mutual promises and covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company and the Town agree as follows:

1. The Parties agree that the above Recitals are true and accurate and that they are incorporated herein and made a part hereof.

2. The Company notify the Town within forty-eight (48) hours of the Cannabis Control Commission’s issuance of a final license to operate the Marijuana Retailer.

3. In the event the Company has not secured a final license from the CCC and all necessary local permits from the Town and commenced operations at the Marijuana Retailer within twelve (12) months from the date of execution of this Amendment, this Amendment shall be rescinded and made null and void at the discretion of the Town, and the Company shall be required to negotiate a new Host Community Agreement in order to operate the Marijuana Retailer within the Town. The Town, in its discretion, may agree to an extension of the twelve (12) month expiration, for good cause, which shall include the time required to pursue or await the determination of an appeal of the special permit or other legal proceeding.

4. Effective immediately, Section 2 of the HCA, entitled “Annual Payments,” shall be replaced entirely with the following new Section 2:

2. **Annual Payments**

In the event that the Company obtains the necessary and required state approvals and/or license(s) required for the operation of the Facility and/or Marijuana Retailer, and receives any and all necessary and required permits and licenses of the Town, and at the expiration of any final appeal period related thereto, which permits and/or licenses allow the Company to locate, occupy and operate the Facility, Marijuana Retailer and/or Co-located Facility in the Town, then the Company agrees to provide the following annual community impact fees (the “Annual Community Impact Fees”).

A. **Community Impact Fee**

In order to mitigate the anticipated impacts of the Facility, Marijuana Retailer and Co-located Facility on the Town, including, but not limited to impacts on roads and other infrastructure systems, law enforcement, fire protection services, inspectional services, as
well as unforeseen impacts, both quantifiable and unquantifiable on the Town’s resources, the Company agrees to pay an Annual Community Impact Fee to the Town to account for both quantifiable and unquantifiable impacts to the Town, in the amount and under the terms provided herein.

1. Company shall annually pay an Annual Community Impact Fee in an amount equal to three percent (3%) of gross annual sales of marijuana and marijuana products at the Facility. Company shall also annually pay an Annual Community Impact Fee in an amount equal to three percent (3%) of gross annual sales of marijuana and marijuana products at the Marijuana Retailer. The gross sales shall mean the total of all sales transactions of the Company at the Site without limitation, including the sale of marijuana, marijuana infused products, paraphernalia, and any other products sold by the Company at the Site (the “Gross Sales”).

2. Marijuana Retailer and the Facility shall each be deemed to have commenced operation upon receipt of an occupancy permit from the Building Commissioner and the issuance of the respective license to commence operations from the CCC (respectively, the “Commencement of Operations”). The Annual Community Impact Fees for the Marijuana Retailer and the Facility shall each continue for a period of five (5) years from their respective Commencement of Operations.

3. The Company shall pay the Annual Community Impact Fees in quarterly installments as follows:

   For sales between January 1 and March 31, payment shall be made on or before May 1;
   For sales between April 1 and June 30, payment shall be made on or before August 1;
   For sales between July 1 and September 30, payment shall be made on or before Nov. 1;
   For sales between Oct. 1 and December 31, payment shall be made on or before Feb 1.

With regard to any quarter year of operation for the Facility and/or the Marijuana Retailer which is not a full quarter year, the applicable quarterly installment of the Community Impact Fees shall be pro-rated accordingly.

The Town reserves the right to amend the timing and frequency of the payments of the Annual Community Impact Fees. The Town shall provide the Company with thirty (30) days’ prior written notice of any such amendments.

4. At the conclusion of each of the five (5) year term, the Parties shall negotiate the terms of a new annual community impact fee as an amendment to this AGREEMENT; provided, however, that if the parties are unable to reach
an agreement on a successor community impact see, the Annual Community Impact Fees specified in Paragraph 2.A.1 of this AGREEMENT shall remain in effect and shall not be reduced below the amount set forth above until such time as the Parties negotiate a successor community impact fee.

5. The Town shall make a good faith effort to allocate said payments for road and other infrastructure systems, law enforcement, fire protection services, inspectional services, public health and addiction services and permitting and consulting services, as well as unforeseen impacts upon the Town.

6. Pursuant to M.G.L. c. 94G, §3(d), a “community impact fee shall be reasonably related to the costs imposed upon the municipality by the operation of the marijuana establishment…” Notwithstanding the foregoing, the Parties hereby acknowledge the difficulty in computing actual Town costs and agree that impacts may result in municipal budgetary increases that cannot be separately identified or precisely quantified. Consequently, the Company agrees that the payments due under this AGREEMENT are reasonably related to Town costs and waives any claims to the contrary.

7. Further, the Company hereby represents that at the time of execution of this Agreement, based upon the Company’s diligent inquiry, it determined to its satisfaction that the provisions of this AGREEMENT are valid, binding and enforceable. In exchange for and in reliance on such representation, among others, the Town has entered into this AGREEMENT. Therefore, the Company agrees that in the event that the Town is unable to collect the Annual Community Impact Fees due to any changes in law, the Company shall, notwithstanding the result of such challenge, continue to provide annual payments to the Town in an amount equal to three percent (3%) of gross annual sales for municipal services for the term of this AGREEMENT; provided, however, that the Company shall not be required to provide such payments to the Town if such payments shall result in the revocation of the Company’s marijuana establishment license under the CCC’s regulations and/or guidance. The COMPANY agrees that the foregoing provision is not intended to prohibit the COMPANY from exercising any right to judicial relief nor as a penalty for any such exercise, but as an allocation of a specified risk to the COMPANY.

B. Additional Costs, Payments and Reimbursements

1. Permit and Connection Fees: The Company hereby acknowledges and agrees to pay the usual and customary building permit and other permit application fees, sewer and water connection fees, and all other local charges and fees generally applicable to other commercial developments in the Town.
2. **Consulting Fees and Costs:** The Company shall reimburse the Town for any and all reasonable and customary consulting costs and fees, including without limitation, consultant and reasonable attorneys' fees related to any land use applications concerning the Facility and the Marijuana Retailer, negotiation of other related agreements, and any review concerning the Facility and the Marijuana Retailer, including planning, engineering, and any related reasonable disbursements.

3. **Other Costs:** The Company shall reimburse the Town for the actual costs incurred by the Town in connection with holding public meetings not held in public buildings and forums not within the Town's regularly scheduled public hearings and meetings, which are solely devoted to discussing the Facility and the Marijuana Retailer.

4. **Late Payment Penalty:** The Company acknowledges that time is of the essence with respect to their timely payment of all funds required under Section 2 of this AGREEMENT. In the event the Company fails to make timely payment as set forth in Section 2.A.2, as set forth above, the Town will provide the Company with written notice of delinquency. Any payments that are not fully made within ten (10) business days of the date written notice of delinquency has been received by the Company will be subject to a late payment penalty equal to five percent (5%) of such required payments.

C. **Community Benefit Payment for Substance Abuse Prevention**

1. In addition to the Annual Community Impact Fees, the Company shall pay to the Town an annual community benefit payment in the amount of 0.5% of its Gross Sales of marijuana and marijuana products at the Facility and the Marijuana Retailer for the term of the AGREEMENT for purposes of funding substance abuse prevention and mental health services in the Town, including, but not limited to school substance abuse education and counselling services (the “Community Benefit Payment”).

2. The Community Benefit Payments shall be made in annual installments on June 30th each year for the term of this AGREEMENT following the Commencement of Operations. The Community Benefit Payment for the first year of operation shall be prorated based on the number of months the Facility and the Marijuana Retailer are in operation.

3. The Parties hereby recognize and agree that the Community Benefit Payment to be paid by the Company shall not be deemed a community impact fee subject to the requirements or limitations set forth in G.L. c.94G, §3(d).
D. Annual Reporting for Host Community Impact Fees and Compliance

The Company shall submit an annual written report to the Town’s Board of Selectmen within thirty (30) days after the payment of its fourth quarterly installment of the Annual Community Impact Fees with a certification of: (1) its annual sales; and (2) its compliance with all other requirements of this AGREEMENT. During the term of this AGREEMENT the Company shall agree, upon request of the Town, to appear before a meeting of Board of Selectmen to review compliance with the terms of this AGREEMENT. Such meeting shall occur no later than thirty (30) days following written notice from the Town.

The Company shall maintain books, financial records, and other compilations of data pertaining to the requirements of this AGREEMENT in accordance with standard accounting practices and any applicable regulations or guidelines of the CCC. All records shall be kept for a period of at least seven (7) years. Upon request by the Town, the Company shall provide the Town with the same access to its financial records (to be treated as confidential, to the extent allowed by law) as it is required by the CCC and Department of Revenue for purposes of obtaining and maintaining a license for the Facility and Marijuana Retailer.

During the term of this AGREEMENT, and for three (3) years following the termination of this AGREEMENT, the Company shall agree, upon request of the Town, to have its financial records examined, copied and audited by an independent financial auditor, the expense of which shall be borne by the Company. The independent financial auditor shall review the Company’s financial records for purposes of determining that the payment of its Annual Community Impact Fee are in compliance with the terms of this AGREEMENT. Such examination shall be made not less than thirty (30) days following written notice from the Town and shall occur only during normal business hours and at such place where said books, financial records and accounts are maintained. The independent financial audit shall include those parts of the Company’s books and financial records which relate to the payment, and shall include a certification of itemized gross sales for the previous calendar year, and all other information required to ascertain compliance with the terms of this AGREEMENT. The independent audit of such records shall be conducted in such a manner as not to interfere with the Company’s normal business activities.

5. Effective immediately, Section 3 of the HCA, entitled “Local Vendors and Employment,” shall be amended by replacing the term “Facility” with the terms “Facility and Marijuana Retailer”.

6. Effective immediately, Section 5 of the HCA, entitled “Security and Safety,” shall be amended by replacing the term “Facility” with the terms “Facility and Marijuana Retailer” throughout.

7. Effective immediately, Section 6 of the HCA, entitled “Community Impact Hearings,” shall be amended by replacing the term “Facility” with the terms “Facility and Marijuana Retailer”.

Page 6 of 11
8. Effective immediately, Section 7 of the HCA, entitled “Additional Obligations,” shall be replaced entirely with the following new Section 7:

7. **Additional Obligations**

   **A. Annual Inspections**

   The Company agrees that it will voluntarily submit to at least one annual inspection by the Police, Fire and Building Departments to ensure compliance with the terms of this AGREEMENT and other local approvals. This provision shall not preclude the Town or any of its departments from conducting inspections at other times during the year to address enforcement matters.

   **B. Improvements to the Property**

   The Company shall make capital improvements to the Facility and Marijuana Retailer such that they will match the look and feel of the Town and the surrounding parcels, and be of construction standards at least at the quality of other nearby businesses. The Company agrees to comply with all laws, rules, regulations and orders applicable to the Establishment, such provisions being incorporated herein by reference, and shall be responsible for obtaining all necessary licenses, permits, and approvals required for the performance of such work.

   **C. Limitation on Use**

   The Company agrees that, even if authorized under CCC regulations, it shall not permit on-site social consumption at the Facility and Marijuana Retailer absent prior written approval from the Board of Selectmen.

   **D. Odor Control Technology**

   The Company shall ensure that odor from the Facility and Marijuana Retailer is not released so as to constitute a nuisance, in the opinion of the Board of Selectmen, to surrounding properties. The Company shall develop an odor mitigation plan and submit the plan to the Town for approval. At a minimum, the Company agrees to contain all cannabis related odors onsite through use of odor control technologies, including but not limited to appropriate ventilation and air handling equipment and odor resistant packaging. In addition, the Company shall employ odor control technology to remove odors and harmful volatile organic compounds from the Facility and Marijuana Retailer. The Company shall also ensure proper maintenance of all odor mitigation equipment to ensure maximum efficiency.

   In the event the Town receives five (5) or more complaints with respect to odor impacts in relation to the operation of the Facility and Marijuana Retailer, the Company shall be required to meet with the Board of Selectmen which may require that additional mitigation
measures be taken, at the Company’s sole expense, to address the specific nature of the complaints, including, but not limited to, having its odor prevention mechanism and technologies reviewed and assessed by independent engineer, to the satisfaction of the Board of Selectmen.

Nothing set forth herein, shall limit the authority or jurisdiction of the Building Inspector, Board of Health, or any other local enforcement official from enforcing applicable state laws and regulations, the Town’s local bylaws and regulations, with respect to odor violations.

E. Traffic Mitigation

The Company agrees to cooperate with Town officials on traffic management, including, but not limited to the Town’s Police Department, to ensure that sufficient traffic control measures are in place to mitigate traffic impacts. The Company shall pay for all customary traffic control measures required by the Town to manage traffic at the Facility and Marijuana Retailer. The Company further agrees to maintain sufficient spaces on site for employee and customer parking.

F. Hours of Operation

The Company agrees that in no event shall the Facility and Marijuana Retailer be open for business, outside the hours of 8:00 A.M. through 8:00 P.M. Monday through Sundays.

G. Emergency Contacts

The Company shall disclose to the Town the names and contact information for individuals that will be the emergency contacts for the Facility and Marijuana Retailer prior to the Commencement of Operations. The Company shall immediately, within twenty-four (24) provide the Town with updated information if the names and contact information for the emergency contacts change at any time.

To the extent requested by the Town’s Fire Department, the Company shall work with Town’s Fire Department in reviewing and approving all emergency procedures, including disaster plans with procedures to be followed in case of fire or other emergencies, prior to implementation and Commencement of Operations.

9. Effective immediately, Section 8 of the HCA, entitled “Support,” shall be amended by replacing the term “Facility” with the terms “Facility and Marijuana Retailer” throughout.

10. Effective immediately, Section 9 of the HCA, entitled “Term,” shall be replaced entirely with the following new Section 9:

9. Term and Termination.
Except as expressly provided herein, this AGREEMENT shall take effect on the date set forth above (the “Effective Date”), and shall be applicable for as long as the Company operates the Facility and/or Marijuana Retailer in the Town, with the exception of the Community Impact Fees, which shall be governed by the provisions of Paragraph 2.A of this AGREEMENT.

The Town may terminate this AGREEMENT for cause by providing written notice to the Company in the event that: (i) Company with willful or gross negligence violates any laws of the Town or the Commonwealth with respect to the operation of the Facility or Marijuana Retailer, and such violation remains uncured for thirty (30) days following the Town’s issuance to Company of written notice of such violation; (ii) Company fails to make payments to the Town as required under this AGREEMENT, and such failure remains uncured for ten (10) days following the Town’s issuance to Company of written notice of such violation; or (iii) there is any other material breach of the AGREEMENT by the Company, which material breach remains uncured for thirty (30) days following the Town’s issuance to Company of written notice of such violation.

In the event of termination of this AGREEMENT, the Company shall immediately cease all operations at the Facility and Marijuana Retailer.

11. Effective immediately, Section 20 of the HCA, entitled “Nullity,” shall be replaced entirely with the following new Section 20:

20. **Nullity**

This AGREEMENT shall be null and void in the event that the Company does not locate marijuana operations in the Town of Sandwich or relocates both the Marijuana Retailer and the Facility out of the Municipality; provided however, that if the Company decides not to locate any marijuana operations in the Town of Sandwich, the Company shall reimburse the Town for its legal fees and costs associated with the negotiation of this AGREEMENT and any amendment thereto within thirty (30) day of the Town’s request for same. Further, in the case of the cessation of operation or relocation, an adjustment of payments due to the Town under Section 2 of this AGREEMENT shall be calculated based upon the period of occupation of within the Municipality and shall be due within thirty (30) days of the Town’s request for the same, but in no event shall the Town be responsible for the return of any funds provided to it by the Company.

12. Effective immediately, the following new Section 23 shall be added to the HCA:

22. **Retained Authority of the Municipality**

This AGREEMENT does not affect, limit, or control the authority of the Town boards, commissions, and departments to carry out their respective powers and duties to decide upon and to issue, or deny, applicable permits and other approvals under the statutes and regulations of the Commonwealth, the General and Zoning Bylaws of the Town, or applicable regulations of those boards, commissions, and departments or to enforce said statutes, bylaws, and regulations. The Town, by entering into this AGREEMENT, is not
thereby required or obligated to issue such permits and approvals as may be necessary for the Facility or Marijuana Retailer to operate in the Town, or to refrain from enforcement action against the Company and/or the Facility or Marijuana Retailer for violation of the terms of said permits and approvals or said statutes, bylaws, and regulations.

13. Capitalized terms used herein, but not otherwise defined, shall have the meanings set forth in the HCA.

14. Except as set forth in this Amendment, all other provisions of the HCA shall remain in full force and effect.

15. This Amendment may be signed in any number of counterparts, each of which is an original, and all of which taken together shall constitute one and the same instrument, and any party hereto may execute this Amendment by signing one or more counterparts.

16. Each person signing this Amendment hereby represents and warrants that he or she has the full authority and is duly authorized and empowered to execute this Amendment on behalf of the party for which he or she signs.

17. Facsimile and electronic signatures affixed to this Amendment shall have the same weight and authority as an original signature.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT on the day and year first written above.

TOWN OF SANDWICH
BOARD OF SELECTMEN

Shane T. Hoctor, Chair

Robert J. George, Vice-Chair

R. Patrick Ellis

Charles M. Holden

IN GOOD HEALTH, INC.

David Noble, President/CEO
Open Meeting Law Legislative Update -
Practical Considerations
July 13, 2022

We have received several questions about the status of the Open Meeting Law, as modified by Chapter 22 of the Acts of 2022, allowing for remote meetings and participation, set to expire at midnight on Thursday, July 15, 2022. We understand two bills are pending in the Legislature that would address a further extension, whether and how remote meetings may be held, and further that the two bills are not consistent. Action to reconcile those bills is needed for any type of solution to happen before, or even after, the current Open Meeting Law relief expires.

In short, the current House bill, as amended, would mandate hybrid meetings beginning April 1, 2023. It also imposes several changes to the requirements for notice, conduct, and holding of meetings as well as to production and approval of meeting minutes. Importantly, the House bill also proposes a penalty to be levied against individual members of a public body in the event of an Open Meeting Law violation. The Senate bill simply continues the existing pandemic-related Open Meeting Law relief through December 15, 2023.

As we closely monitor this legislative activity, we are aware of the difficulty, especially during the summer, in scheduling hearings and meetings. Some have asked, therefore, whether they can hold already scheduled fully remote meetings. With the law in a state of flux, when scheduling or holding meetings over the next week or so, we have outlined practical issues that may merit consideration at this time.

1. **Hold Fully Remote Meetings** - We cannot guarantee the content or the passage of the final Open Meeting Law legislation, although it appears reasonable to anticipate a bill will be approved in the upcoming days. That bill could have a ratification provision for acts taken after the expiration of the earlier legislation and before the effective date of the new legislation.

   If this approach is considered, a public body may wish to add something similar to the following to its meeting notice:

   *This remote meeting was posted prior to the anticipated expiration, Thursday, July 15th at midnight, of the pandemic-related Open Meeting Law relief. Although it was anticipated that the General Court would take action to resolve the current ambiguity in the application of the law and any further extensions, at this time no conclusion has been reached. This meeting, already posted in accordance with the provisions of the Open Meeting Law, will be held as scheduled to avoid interruption of vital government services the public has come to expect and to avoid excluding members of the public who planned to attend remotely.*
2. **Continue Non-time Sensitive Public Hearings or Cancel Meetings** — Provided that there are no statutory or other applicable deadlines, it would be reasonable, in our opinion, to continue such hearings or meetings until the end of next week, by which time, we are hopeful, clarification will have been provided by the state.

If this approach is selected, a public body may wish to add something similar to its meeting notice:

*This remote [meeting] [hearing] was posted prior to the anticipated expiration, Thursday, July 15th at midnight, of the pandemic-related Open Meeting Law relief. Although it was anticipated that the General Court would take action to resolve the current ambiguity in the application of the law and any further extensions, at this time no conclusion has been reached. This [meeting] [hearing] has therefore been continued to ensure that no person who intended to attend remotely is excluded from the meeting. The rescheduled date, time and location of the meeting will be provided in accordance with the Open Meeting Law’s posting requirements.*

3. **Remote Participation under 940 CMR 29.10 (pre-pandemic rules)** - The remote participation process in place before the pandemic remains available for boards and committees where the chief executive of the municipality has previously adopted remote participation. See Attorney General’s Open Meeting Law Guide, at p. 15. Note that, at a minimum, this would require a quorum of such multiple member body to be physically present at the meeting location. Be advised that if this is the approach taken, that the meeting notice should be updated as soon as possible to include a physical location.

We understand that this situation is difficult to navigate, and we have been, and will continue, to monitor these quickly evolving legislative developments and provide you with timely updates. Should you need additional guidance as to how to manage a particular meeting, please reach out to your KP Law attorney.

Disclaimer: This information is provided as a service by KP Law, P.C. This information is general in nature and does not, and is not intended to, constitute legal advice. Neither the provision nor receipt of this information creates an attorney-client relationship with KP Law, P.C. Whether to take any action based upon the information contained herein should be determined only after consultation with legal counsel.
From: Buckner, Marie  
Sent: Tuesday, July 19, 2022 9:17 AM  
To: Dunham, George  
Subject: Personnel Policies and Procedures

July 19, 2022

Good Morning Bud,

After reviewing the Personnel Policies and Procedures closely, the only recommended change I would propose to make at this time is to update Article 7.0 Holidays by adding Juneteenth to the list. You may recall a couple of years ago Town Counsel performed a very thorough review of the document and all our associated policies and we made updates accordingly. We are all up to date at this time other than that one small change.

Thank you.

Marie

Marie Blaney Buckner, IPMA-SCP  
Human Resources Director  
Town of Sandwich  
130 Main Street  
Sandwich, MA 02563  
(P) 508.833.8061
whichever is greater, or at an amount within a range that the Town Manager and/or department head believes the employee's qualifications and performance warrant.

6-6. Part-time Employees. A part-time employee will be compensated at the applicable hourly rate for the appropriate classification; or, in the absence of a specified hourly rate, at a pro-rated rate for the appropriate occupation for the portion of the full-time normal work week actually worked by the part-time employee.

6-7. Emergency Events. Employees may be additionally compensated when called in to work before, during or after an emergency event at the discretion of the Town Manager. Compensation time and/or rates during these events shall be determined by the Town Manager in consultation with the Department Head.

6-8. Hourly employees who are called in outside of their regularly scheduled hours/shift shall be guaranteed a minimum of three (3) hours pay.

7.0 Holidays

7-1. Coverage. Regular full-time employees and regular part-time employees.

7-2. Recognized Holidays. The following holidays are recognized by the Town on the day on which they are legally observed by the Commonwealth of Massachusetts. On these days employees, without loss of pay, will be excused from all duty except in cases where the department head determines that the employee is required to maintain essential town services:

- New Year's Day
- Martin Luther King Day
- Presidents' Day
- Patriots' Day
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veterans' Day
- Thanksgiving Day
- Christmas Day

If one of the above holidays falls on a Saturday, the holiday will be observed on the Friday before. If one of the above holidays falls on a Sunday, the holiday will be observed on the following Monday.

7-3. Essential Holiday Work & Terms of Compensation:

(a) Salaried employees will receive one extra day off with pay for each of the above holidays he/she is required to work. Said day off must be used within the same fiscal year and reported to the Human Resources Department to ensure accurate tracking.
(b) Hourly employees required to work on one of the above-listed holidays will receive one day's pay at the employee's regular rate of pay based on the number of hours regularly scheduled on the day on which the designated holiday occurs and will also be paid for actual hours worked on the holiday.

8.0 Vacation Leave

8-1. Coverage. Regular full-time employees and regular part-time employees.

8-2. Vacation Year. The vacation year is the period from July 1st to June 30th inclusive. For the sole purpose of calculating years of continuous service under this policy, an employee whose anniversary date falls between July 1 and December 31 shall be deemed to have reached his/her one year of continuous service the following July 1. An employee whose anniversary date falls between January 1 and June 30 must wait until the next July 1 to have such date counted toward years of continuous service.

8-3. Vacation Eligibility.

Employees shall be granted vacation leave as follows:

(a) During the first year of employment, employees shall accrue one (1) working day of vacation after each month of service, up to a maximum of ten (10) working days. Vacation leave is immediately available for use once accrued. After an employee has reached his/her actual anniversary date, vacation leave is earned at the rate of ten-twelfths (.833) days per month until June 30. Beginning July 1 an employee will receive an additional ten vacation days to be used during the next fiscal year if he/she has completed one year of continuous service. Otherwise, the employee will earn vacation at the rate of ten-twelfths (.833) days per month until he/she has completed one year of continuous service. Once one year of continuous service has been reached, an employee will receive ten days vacation beginning July 1.

(b) An employee having five (5) years of continuous service prior to July 1st in any calendar year will be entitled to three (3) weeks (15 days) vacation with pay. Leave will be earned at the rate of one and one-quarter (1.25) days per month, not to exceed 15 days.

(c) An employee having ten (10) years of continuous service prior to July 1st in any calendar year will be entitled to four (4) weeks (20 days) vacation with pay. Leave will be earned at the rate of one and two-thirds (1.667) days per month, not to exceed 20 days.

(d) An employee having fifteen (15) years of continuous service prior to July 1st in any calendar year will be entitled to five (5) weeks (25 days) vacation with pay. Leave will be earned at the rate of two and one-twelfths (2.083) days per month, not to exceed 25 days.
Dear Melissa:

Please find a letter from Allyson LaPorta regarding her nomination to the Sandwich Cultural Council. Her address and phone number are listed in her letter.

As Chairman of the Sandwich Cultural Council, I nominate Allyson to serve a three-year term July 1, 2022 to June 30, 2025. Please submit this nomination at an upcoming meeting of the Board of Selectmen for their approval.

Many thanks for your assistance in processing this nomination.

Best wishes,

Anne Sayer
Chairman
Sandwich Cultural Council

Sent from my iPhone
Dear Anne,

I am very interested in becoming a member of the Sandwich Cultural Council. I grew up in Sandwich, moved away for 13 years and then moved back in 2018. I would like to get more involved in the community again and help others to accomplish their cultural visions. In my younger years I enjoyed creating art and playing music in an informal setting. My combined love of math and art lead me to a career in Architecture. I have been an Architect for over a decade now and have worked on many fun and inspiring projects. I have experience in reviewing proposals, evaluating feasibility and estimated budgets. I hope I could be of service to the group.

To be able to volunteer in a group that allows others to accomplish their cultural visions would be a joy. I hope you would consider me to be a member of the Sandwich Cultural Council.

Respectfully,

Allyson LaPorta
July 6th, 2022
Hello Melissa,

I have attached the Recommendation from the Sandwich Historic District Committee for the appointment of Patricia Hallahan to fill the vacant Alternate position throughout the remainder of this calendar year. Please let me and Patricia know which Agenda this will be heard. I have spoken to Patricia and explained you may be reaching out to her regarding her attendance at the upcoming meeting. Pat’s telephone number is 774-212-4540.

If you have any questions or need further clarification, please do not hesitate to contact me, as always, I’m happy to assist.

Have a great day. 😊

Michelle Y. Raymond, Office Manager
Town of Sandwich
16 Jan Sebastian Drive
Sandwich, MA 02563
Phone – 508-888-4200
Fax – 508-833-0018

If you have any questions or need further clarification, please do not hesitate to contact me, as always, I’m happy to assist.

Have a great day. 😊

Michelle Y. Raymond, Office Manager
Town of Sandwich
16 Jan Sebastian Drive
Sandwich, MA 02563
Phone – 508-888-4200
Fax – 508-833-0018
TO: Sandwich Board of Selectmen  
FROM: Sandwich Historic District Committee  
DATE: July 14, 2022  
RE: Recommendation for Appointment  

At their July 11, 2022 SHDC meeting, a Motion passed to recommend to the Board of Selectmen the appointment (for the remainder of the 2022 calendar year) of Patricia Hallahan who resides within the Sandwich Historic District at 6 Faunce Mountain Road for the vacant Alternate position.

Thank you for your consideration in this matter.

Michelle Raymond  
Office Manager for  
Michael Sullivan, Chairman
Hello. My name is Robert M Flynn Junior owner of 33 Thicket Run Rd. This is almost a 4 acre parcel of land which I have owned for almost 20 years. I am moving back home to Sandwich from New York after being gone for 9 years. I’m asking to be able to put a mobile home on the land while I build my house (small Cape). It is a dead end road and my property is at the end. There are three houses on the entire road and my two next-door neighbors at the end both have multiple commercial vehicles parked on the properties and mine as well. I’m sure this will not be a problem for them plus the mobile home will not be seen that well from the road due to all the trees. I used to be a builder in town for many years before I moved. I have many family members and friends still in the business and have them all lined up ready to go as soon as I am ready. I should be able to start building soon as I have most of my paperwork done already. It will get done in a fairly short timeframe due to the help from all my family and friends. I will do all the site work to include the foundation(Best friend), septic system(brother-in-law) in the underground power(stepbrother) before the temporary housing will be set up. I will be doing all the woodworking portion of the construction along with a framing crew to assist(another good friend). I plan on being at the meeting on July 21 and will bring pictures, site drawings and all else that I have at this time. Please feel free to call or email me with any questions or requests. Thank you

Robert M. Flynn Jr
Cell (508)648-1961
E-mail rflynn123@icloud.com

Sent from my iPhone
ARTICLE IV SPECIAL REGULATIONS

4100. ACCESSORY USES

4110. Home Occupations. Home occupations are permitted if no more than thirty (30) percent of the floor area of the residence is used for the occupation, not more than one person not a member of the household is employed on the premises in the occupation, there is no exterior display or storage or other variation from the residential character of the premises, traffic generated does not exceed that normally expected in a residential neighborhood, and all parking required to service the occupation is provided off-street, other than within a required front yard.

4111. Home Occupations – Physician's Office. In addition to uses allowed under Section 4110, a physician's office is permitted as a home occupation and may employ not more than three persons not members of the household on the premises in the occupation on lots containing not less than 40,000 square feet. All parking shall be contained on the lot and be screened using natural plantings so as to be non-offensive to abutting lots. For the purpose of this section, physician is defined as a Medical Doctor licensed by the Commonwealth of Massachusetts with a practice limited to family, geriatric, pediatric or internal medicine (Added ATM 93).

4115. By-Right Accessory Apartment. An accessory apartment (non-rental) is allowed as an accessory use to an owner occupied single-family dwelling in residential zoning districts in accordance with the following requirements. These requirements regulate the use and are not subject to relief through a variance.
   a) The accessory apartment shall contain a maximum floor area of 800 square feet and shall not contain more than one bedroom. Common entries and open decks shall not be included in the 800 square feet calculation.
   b) Accessory apartments are permitted only on lots with an area 10,000 SF or more or on lots of any size created by a cluster special permit where the overall density of the cluster development is 10,000 SF or more per dwelling unit.
   c) In consideration of the overall density of development, accessory apartments are not allowed in single-family dwellings subject to a Comprehensive Permit, an Affordable Housing Conditional Density Special Permit or an Accessory Dwelling Unit Special Permit.
   d) A deed rider in a form acceptable to the Inspector of Buildings and Town Counsel limiting the accessory apartment to one-bedroom and as a non-rental unit in perpetuity shall be recorded at the Barnstable County Registry of Deeds and proof of such recording provided to the Building Inspector before the Building Permit or Occupancy Permit is issued.
   e) The accessory apartment may be located in an accessory structure no more than 80 feet from the primary dwelling or attached and within the single-family dwelling.
   f) Any structural addition made to the single-family dwelling to accommodate an accessory apartment must meet all applicable front, side and rear setbacks, height and lot coverage requirements.
   g) A minimum of one additional off-street parking space shall be provided, however, the construction of a new separate driveway is prohibited unless authorized by the Director of Public Works or the Town Engineer.
   h) Only one accessory apartment shall be constructed in any single-family dwelling. Accessory apartments are prohibited on lots where there are more than one single-family, one or more two-family or one or more multi-family dwelling units.
   i) The owner of the single-family dwelling must occupy the single-family dwelling or the accessory apartment, except for bone fide temporary absences.
   j) Accessory apartments are prohibited from any use as rental units on a yearly, monthly, weekly or daily basis.

4120. Mobile Homes, Campers, and Trailers.

4121. A mobile home may be occupied only if incidental to construction of a permanent structure on the premises and only if granted a temporary permit by the Selectmen; or within a licensed mobile home park.

4122. A single camper may be occupied on any residential premises by non-paying guests for a period not exceeding thirty (30) days in any calendar year if granted a permit by the Selectmen, or may be occupied within a licensed campground.

4123. A camper (but not a mobile home) may be stored to the rear of a principal structure if placed so as to conform to yard requirements for accessory structures, and a mobile home or camper may be stored within a structure.

4124. Other occupancy or storage of mobile homes or campers is prohibited.
Dunham, George

From: Mason, Dave
Sent: Tuesday, July 19, 2022 10:12 AM
To: Brides, Brendan; Carroll, Melissa
Cc: Dunham, George
Subject: RE: {EXTERNAL} Temporary housing on 33 thicket run road

Bud-

Since it appears that this is an empty lot and new construction the placement of the mobile home would require the design and installation of a Title V septic system prior to using the mobile home. Also the unit would need to be connected to Town water or an approved an installed private well if district water does not exist.

David B. Mason, RS, CHO
Director of Public Heath
16 Jan Sebastian Drive
Sandwich, MA 02563

-----Original Message-----
From: Brides, Brendan <bbrides@sandwichmass.org>
Sent: Tuesday, July 19, 2022 9:46 AM
To: Carroll, Melissa <mcarroll@sandwichmass.org>
Cc: Dunham, George <gdunham@sandwichmass.org>; Mason, Dave <dmosan@sandwichmass.org>
Subject: RE: {EXTERNAL} Temporary housing on 33 thicket run road

Section 4120 of the Protective Zoning By Laws states that: "a mobile home may be occupied if incidental to construction of a permanent structure on the premises and only if granted a temporary permit by the Selectmen; or within a licensed mobile home park."

The By-Law defines a mobile home as: "a mobile or portable dwelling built on a chassis, designed for connection to utilities when in use, and designed without necessity of a permanent foundation for year-round living."

It would appear that the lot in question would be conducive to temporarily placing a mobile home during construction without infringing on the neighbors in any way. I would recommend that a start date and a finish date be stipulated prior to approval being granted. Confirmation from the Board of Health that the septic system is tied in to the mobile home and is operating correctly should be supplied prior to issuance of the temporary permit.

Brendan W. Brides
Building Commissioner
16 Jan Sebastian Drive
Sandwich, MA 02563
P: 508-888-4200
F: 508-833-0018
--- Original Message ---
From: Carroll, Melissa <mcarroll@sandwichmass.org>
Sent: Monday, July 18, 2022 4:14 PM
To: Brides, Brendan <bbrides@sandwichmass.org>
Cc: Dunham, George <gdunham@sandwichmass.org>
Subject: FW: {EXTERNAL} Temporary housing on 33 thicket run road

Hi Brendan,
Would you have any issue or comment on the request below? Robert is going in front of the Board of Selectmen 07-21-22. Thanks

--- Original Message ---
From: Robert Flynn <rflynn123@icloud.com>
Sent: Thursday, July 14, 2022 1:50 PM
To: Carroll, Melissa <mcarroll@sandwichmass.org>
Subject: {EXTERNAL} Temporary housing on 33 thicket run road

Hello. My name is Robert M Flynn Junior owner of 33 Thicket Run Rd. This is almost a 4 acre parcel of land which I have owned for almost 20 years. I am moving back home to Sandwich from New York after being gone for 9 years. I’m asking to be able to put a mobile home on the land while I build my house (small Cape). It is a dead end road and my property is at the end. There are three houses on the entire road and my two next-door neighbors at the end both have multiple commercial vehicles parked on the properties and mine as well. I’m sure this will not be a problem for them plus the mobile home will not be seen that well from the road due to all the trees. I used to be a builder in town for many years before I moved. I have many family members and friends still in the business and have them all lined up ready to go as soon as I am ready. I should be able to start building soon as I have most of my paperwork done already. It will get done in a fairly short timeframe due to the help from all my family and friends. I will do all the site work to include the foundation (Best friend), septic system (brother-in-law) in the underground power (stepbrother) before the temporary housing will be set up. I will be doing all the woodworking portion of the construction along with a framing crew to assist (another good friend). I plan on being at the meeting on July 21 and will bring pictures, site drawings and all else that I have at this time. Please feel free to call or email me with any questions or requests. Thank you

Robert M. Flynn Jr
Cell (508)648-1961
E-mail rflynn123@icloud.com

Sent from my iPhone