

TOWN OF SANDWICH

THE OLDEST TOWN ON CAPE COD

130 MAIN STREET
SANDWICH, MA 02563

TEL: 508-888-4910 AND 508-888-5144

FAX: 508-833-8045

E-MAIL: selectmen@townofsandwich.net

E-MAIL: townhall@townofsandwich.net



BOARD OF
SELECTMEN

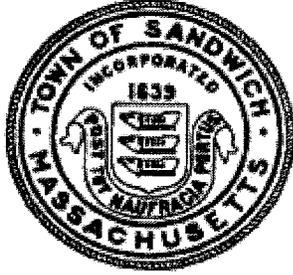
TOWN
MANAGER

SANDWICH BOARD OF SELECTMEN AGENDA October 22, 2015 – 7:00 P.M. Sandwich Town Hall – 130 Main Street

1. Convene Meeting
2. Pledge of Allegiance
3. Review & Approval of Minutes
4. Public Forum (*15 Minutes*)
5. Town Manager Report
6. Correspondence / Statements / Announcements / Future Items / Follow-up (*10 Minutes*)
7. Staff Meeting (*60 Minutes*)
 - Town Treasurer/Collector Bill Jennings – Bond Anticipation Note Approval for Marina Office & Garage Building Project

 - Michael McKeon & David McKinley, Kaestle Boos Architects, & Henry T. Wing School Feasibility Study Committee – Public Meeting #3, Draft Report, Etc.
8. Old Business (*20 Minutes*)
 - Update on Town Neck Beach Reconstruction Project with Army Corps of Engineers
 - Sign November 16, 2015 Special Town Meeting Warrant
 - Other Matters Not Reasonably Anticipated by the Chairman
9. New Business (*10 Minutes*)
 - Open Meeting Law Complaint Acknowledgment & Proposed Response – September 18, 2015 Complaint Received on October 19, 2015
 - Other Matters Not Reasonably Anticipated by the Chairman
10. Public Forum (*15 Minutes*)
11. Closing Remarks
12. Executive Session – M.G.L. c.30A, §21(a)
 - Purpose #3: Litigation Strategy – Joubert et. al. v. Town et. al.
 - Purpose #6: Disposition of Real Property – Town SSVL Land RFP & Compliance with Terms of Purchase & Sales Agreement
13. Adjournment

NEXT MEETING: Thursday, November 5, 2015, 7:00 P.M., Town Hall



Memorandum from Town Treasurer

To: Board of Selectmen
From: Bill Jennings – Town Treasurer
Date: October 16, 2015
Re: Bond Anticipation Note (BAN) for the Marina Building Project

The Town of Sandwich has awarded the first of three Bond Anticipation Notes (BAN) for the Marina Building Project that began in September 2015.

We plan on issuing three BANs during the construction phase of the project. The first BAN which I am seeking approval and sign off at the Selectmen's Meeting on October 22, 2015 is for \$600,000.00.

We plan on issuing the 2nd BAN in the amount of \$775,000.00 on March 1, 2016 and the final BAN in the estimated amount of \$680,000.00 on July 1, 2016. At the conclusion of the construction of the project, we will be issuing the Bond for the project.

I will be at the meeting on October 22nd to answer any questions along with the necessary paperwork for the Selectmen to sign.

Thank you,
Bill Jennings

CC5 GOVERNMENT BANKING

CERTIFICATE AND DESIGNATION (Qualified Tax-Exempt Obligation)

We, the undersigned Treasurer and at least a majority of the members of the Board of Selectmen of the Town of Sandwich (the "Issuer"), hereby certify that we are the officers of the Issuer charged by law with the responsibility for issuing the following obligations of the Issuer (the "Obligations"):

AMOUNT: \$600,000.00
TITLE OF LOAN: Marina Building - BAN
DATED: November 4, 2015
PAYABLE: November 4, 2016

We hereby certify that the Issuer does not reasonably anticipate issuing tax-exempt bond, notes or other obligations during the calendar year beginning January 1, 2015, and ending December 31, 2015, which, in the aggregate, will exceed \$10,000,000 (including all such obligations issued to date, the obligations and all such obligations expected to be issued during the balance of the current calendar year) and we hereby designate, on behalf of the Issuer, the obligations as a "Qualified Tax-Exempt Obligation" for the purpose of Section 265(b)(3)(B) of the Internal Revenue Code of 1986, as inserted by Section 902 of the Tax Reform Act of 1986.

The Board of Selectmen

_____, 2015

Treasurer

TOWN OF SANDWICH, MASSACHUSETTS MATERIAL EVENTS DISCLOSURE

In connection with issuance by the Town of Sandwich, Massachusetts (the "Issuer") of its \$600,000.00 Bond Anticipation Note dated November 4, 2015, due November 4, 2016, (the "Notes") and with reference to the continuing disclosure requirements of Rule 15c2-12 under the Securities and Exchange Act of 1934, as amended effective July 3, 1995 (the "Rule"), the Issuer hereby covenants that it will comply with the undertakings herein for the benefit of the registered owners of the Note, subject to the conditions and limitations specified herein.

1. As provided in paragraph (b)(5)(i)(C) of the Rule, the Issuer hereby undertakes to provide in a timely manner to each Nationally Recognized Municipal Securities Information Repository ("NRMSIR") or the Municipal Securities Rulemaking Board, and to the State Information Depository ("SID"), if any, pursuant to the Rule, notice of the occurrence of any of the following events with respect to the Note, if material:

- a. Principal and interest payment delinquencies;
- b. Non-payment related defaults;
- c. Unscheduled draws on debt service reserves reflecting financial difficulties (it is noted that there are no debt service reserves established with respect to the Note);
- d. Unscheduled draws on the Letter of Credit provided for the Note reflecting financial difficulties;
- e. Substitution of Letter of Credit provider, or their failure to perform;
- f. Adverse tax opinions or events affecting the tax-exempt status of the Note;
- g. Modifications to the rights of registered owners of the Note;
- h. Note calls (it is noted that the Notes are not callable prior to their maturity);
- i. Defeasances;
- j. Release, substitution, or sale of property securing the repayment of the Note (it is noted that the Note is a general obligation of the Issuer and is not secured by property); or
- k. Changes to the ratings of the Note by any nationally recognized credit agency which has rated the Note at the request of the Issuer and of which the Issuer has received notice.

2. The intent of the Issuer's undertaking hereunder is to comply with paragraph (b)(5)(i)(C) of the Rule. Accordingly, the Issuer reserves the right to modify its undertaking in paragraph 1 hereof so long as any such modification is made in a manner consistent with the Rule. Furthermore, to the extent that the Rule no longer requires the issuers of municipal securities to provide all or any portion of the information the Issuer has agreed to provide, the obligation of the Issuer to provide such information hereunder also shall cease immediately.

3. The purpose of the Issuer's undertaking is to conform to the requirements of the Rule and not to create new contractual or other rights for any registered owner or beneficial owner of the Note, any municipal securities broker or dealer, any potential purchaser of the Note, the Securities and Exchange Commission or any other person. The sole remedy in the event of any actual or alleged failure by the Issuer to comply with any provision herein shall be an action for the specific performance of the Issuer's obligations hereunder and not for money damages in any amount. Any failure by the Issuer to comply with any provision of this undertaking shall not constitute an event of default with respect to the Note.

TOWN OF SANDWICH,
MASSACHUSETTS

By: _____
Treasurer

The Board of Selectmen

BUILDING REUSE STUDY

HENRY T. WING SCHOOL



Options Summary

Cost

Option 1

Demolish entire building; replant the Site

\$4,147,000

Option 2

Demolish all but the 1927 building; replant the site

\$3,819,500

Option 3

Demolish all but the Auditorium of the 1927 building;
Fit out with add restrooms/replant site

\$6,225,000

Option 4

Fitout to entire building and sitework upgrades

\$69,153,000

Option 5

Restore the 1927 Building, demolish the rest and build new

\$71,636,500

Option 6

Demolish all but the 1927 building, restore and build new Gym

\$33,684,500

Option 7

Demolish all but the 1927 building and restore 1927 building

\$27,395,500

Option 8

Demo Connections with 1927 building and Renovate the rest

\$52,484,000

Option 9

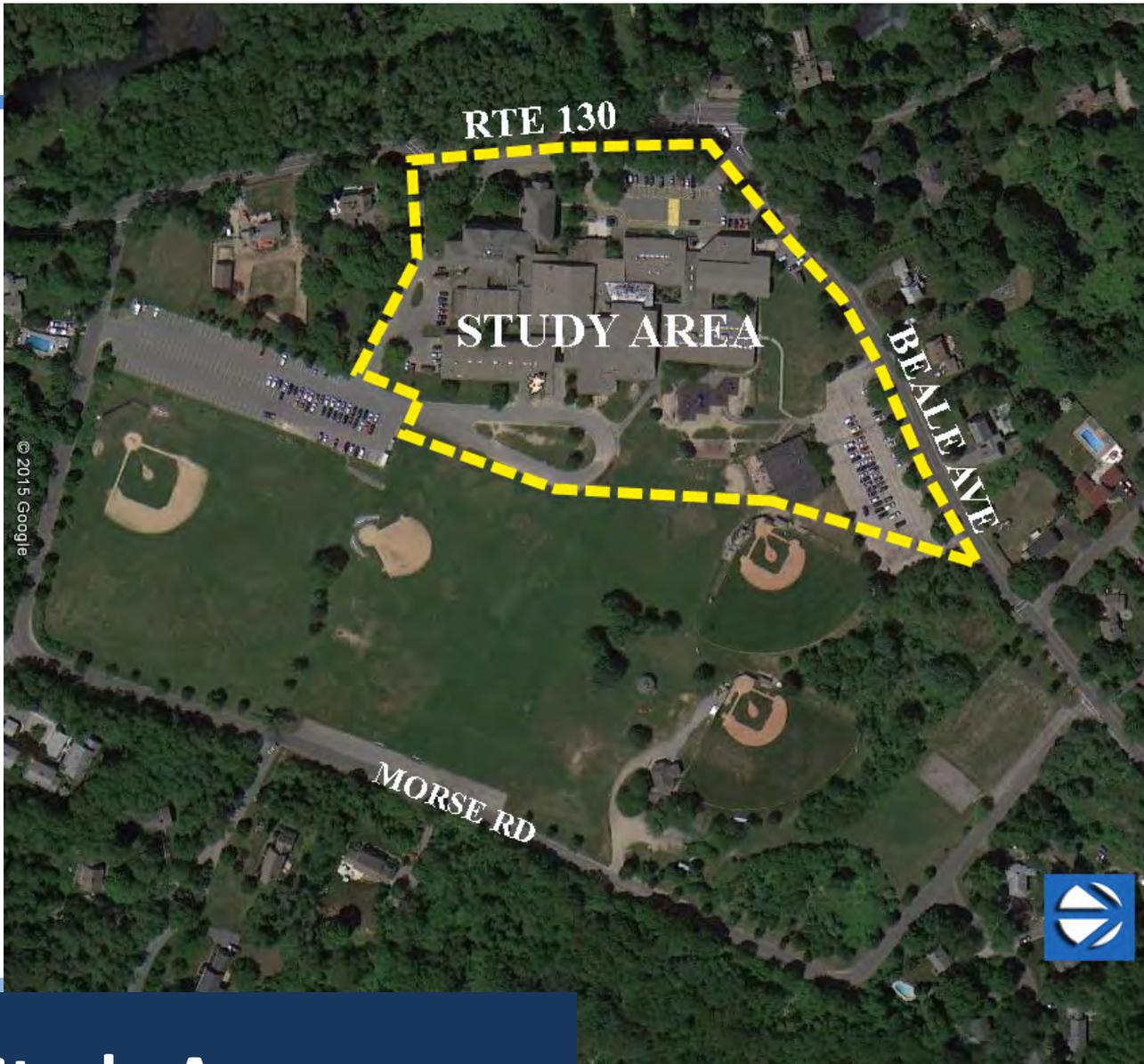
Concentrated program: more demo less reno –1927 building left as is

\$34,890,000

The Cost of Inaction

Keeping the Building functioning (annual cost)

Custodial Salaries	\$179,407.00
Maintenance Ground Salaries	\$51,441.00
Maintenance Building Salaries	\$26,622.00
System Wide Contracted Services	\$39,238.00
Sewerage Treatment	\$8,000.00
Custodial ,Ground & Misc. Supplies	\$62,564.00
Utilities (Natural Gas)	\$97,101.00
Utilities (Electricity)	\$125,818.00
Water	\$175.00
Telephone	\$12,500.00
Total (2015)	\$602,865.00



Study Area



Option 1 - \$4,147,000

Demolish entire building, replant the site



Option 2 - \$3,819,500

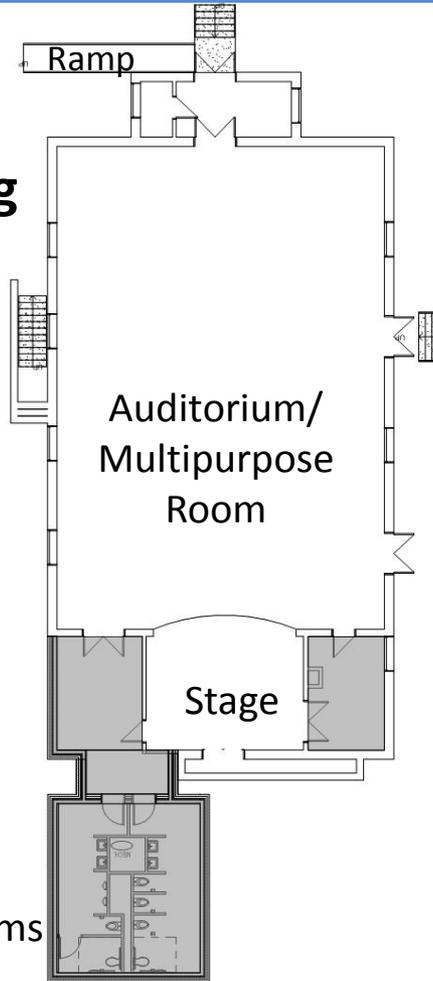
Demolish all but the 1927 building, No restoration - Replant the site



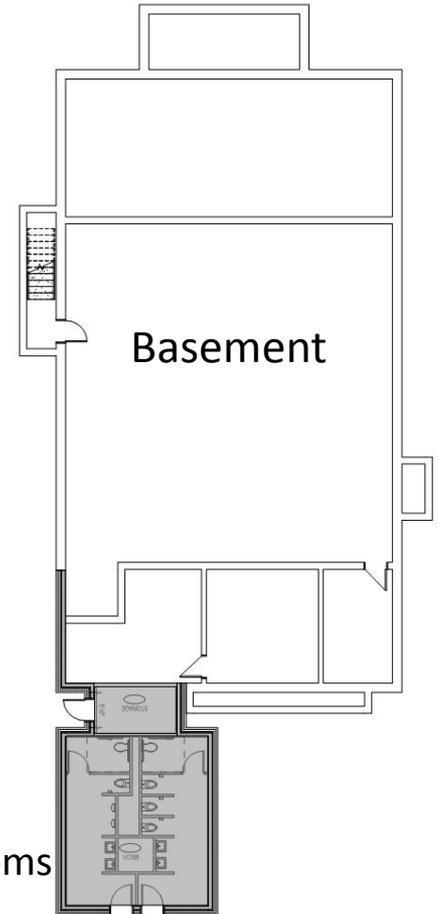
Option 3 - \$6,225,000

Demolish all but the Auditorium of the 1927 building; fit out with add restrooms and replant the site

First Floor Wing Auditorium



Lower Level of Wing Auditorium



Option 3 - \$6,225,000

Space and Planning



Option 4 - \$69,153,000

Fit-out to entire building with site work upgrades



First Floor

Option 4 - \$69,153,000

Space and Planning



Option 5 - \$71,636,500

Restore the 1927 building, demolish the rest and build new



Option 6 - \$33,684,500

Demolish all but the 1927 building, restore it and build new Gym



Option 7 - \$27,395,500

Demolish all but the 1927 building and restore



Option 8 - \$52,484,000

*Demo Connections & Renovate -
1927 building untouched*



First Floor



Second Floor

Option 8 - \$52,484,000

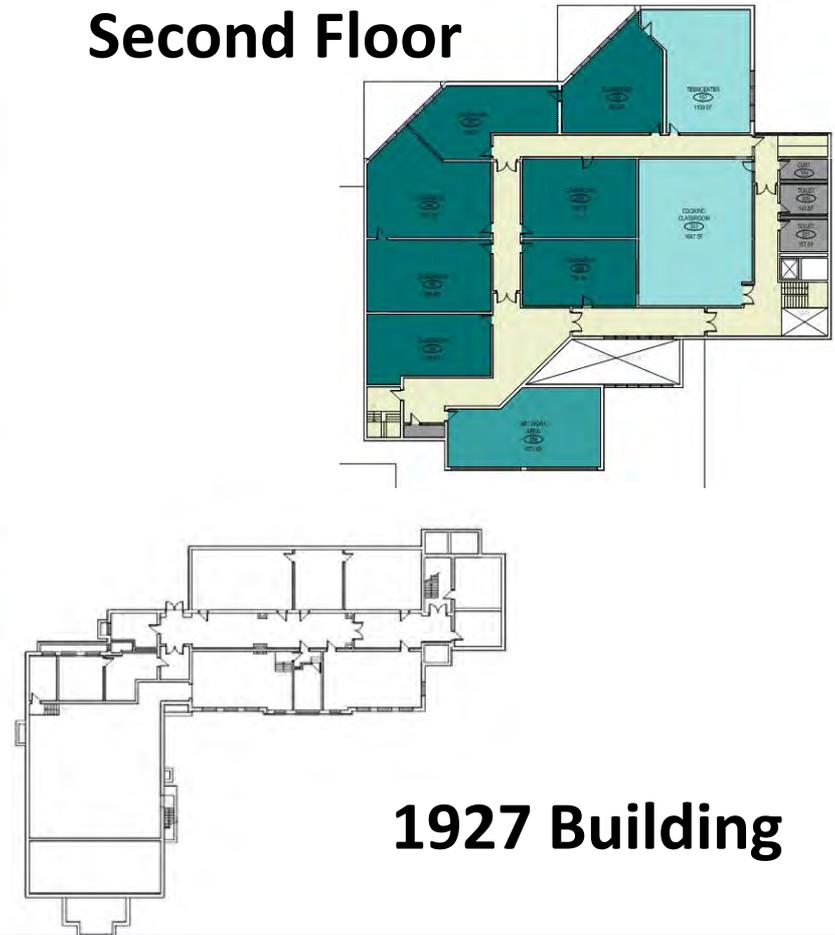
Space Planning



Option 9 - \$34,890,000
*Concentrated Program: More demo/less
reno – 1927 building untouched*



Second Floor



Option 9 - \$34,890,000

Space Planning



Private Project Option

BUILDING REUSE STUDY

HENRY T. WING SCHOOL



DISCUSSION

Click the following link to download the complete Wing School Reuse Feasibility Study:

<http://www.sandwichmass.org/Documents.asp?ID=343&DID=57>

Please be patient as this is a very large file and it may take several minutes to download.

COMMONWEALTH OF MASSACHUSETTS
THE TRIAL COURT
LAND COURT DEPARTMENT

BARNSTABLE, ss.

CASE NO. 15 MISC. 000386 (KCL)

PAUL JOUBERT, BEVERLY HAND,)
JEANNE EKASALA, PASQUALE TETI)
as Trustee of the 5 White Cap Realty Trust)
and as Trustee of the White Cap)
Condominium Association, MAUREEN)
SHEEHAN as Trustee of the Maureen)
Sheehan Trust, PAUL SCHNEIDER and)
SHARON SCHNEIDER as Trustees of the)
Diane Realty Trust, VASILOS)
POULOS as Trustee of the Vasilos Poulos)
Revocable Inter-Vivos Trust, IRENE)
DAVIS, DARRELL DAVIS, and the)
MANAGING BOARD OF THE)
SANDWICH SHORES CONDOMINIUM)
ASSOCIATION,)

Plaintiffs,)

v.)

TOWN OF SANDWICH and FRANK)
PANNORFI, RALPH VITACCO, SUSAN)
JAMES, ROBERT ELLIS and PETER)
BEAUCHEMIN as members of the Town)
of Sandwich Board of Selectmen,)

Defendants.)

**MEMORANDUM AND ORDER ON PLAINTIFF'S MOTION FOR PRELIMINARY
INJUNCTION**

Introduction

The plaintiffs are homeowners along the landward (southern) border of the western side of Town Neck Beach in Sandwich — a town-owned public beach that lies between their homes and Cape Cod Bay. Over the years,¹ as the result of natural causes — storms, winds, tides, and

¹ The Town acquired the beach by eminent domain in 1909.

currents — Town Neck Beach has eroded over 300 feet, leaving little “upland” (*i.e.*, land above the mean high water mark) in this section and none at all (just sand exposed at low tide) along one large stretch.²

Erosion continues — perhaps as much as fifty feet in this section in the last three years. The plaintiffs’ homes are threatened and, without major remedial measures, may well be lost or rendered uninhabitable in the near future. The plaintiffs have already spent considerable sums on remedial efforts of their own and could do so again at any time.³ But an opportunity recently arose that seemed to address their problem.

The Army Corps of Engineers is dredging the Cape Cod Canal and, in the normal course of events, would take the material so dredged and dump it in Cape Cod Bay. The material to be dredged is primarily sand, suitable for deposit on beaches. The Town thus contacted the Corps to see if it could acquire that sand. The Corps was willing, and also to share in the cost of its deposit, so long as a study was done showing that the intended use would benefit the public, and so long as certain associated measures were taken.

A study was done for depositing the sand along the western side of Town Neck Beach — the area in front of the plaintiffs’ homes — and subsequently approved by the Corps. *Cape Cod Canal, Town Neck Beach, Sandwich, Massachusetts, §204 Detailed Project Report and Environmental Assessment for Beneficial Use of Dredged Materials from Maintenance Dredging* (Jun. 2015) (hereafter, “§204 Report”). The plaintiffs, of course, were delighted. But as a condition for its contribution to the cost of this work, the Corps required that permanent public access easements be put in place for the beach areas so benefited, either by grant from the

² Shorefront property involves two types of land, “upland” (the area above the mean high water mark) and “flats” (the area between the mean low water and mean high water marks), sometimes called the “beach” or “shore.” See *Storer v. Freeman*, 6 Mass. 435, 439 (1810); *Houghton v. Johnson*, 71 Mass. App. Ct. 825, 828, 829 (2008).

³ There is nothing in the record that indicates any action by the Town or its boards to discourage or prevent any beach protection work by the plaintiffs on their own property.

affected homeowners or by eminent domain, and the Town so informed the plaintiffs, requesting a voluntary grant.⁴ See Affidavit of Sandwich Town Manager George Dunham (Oct. 5, 2015).⁵ The plaintiffs were willing to give *temporary* easements during the sand deposit process, at least for the deposit activity itself, but several whose participation was necessary refused to give *permanent* easements, contending they could not legally be required to do so and that such a permanent grant would adversely affect their property values. They likely now regret this refusal.⁶

Regretted or not, the choice is now out of their hands. Events have moved forward. The availability of this sand — over 150,000 cubic yards — is a one-time event. The Corps will not be dredging again for the foreseeable future. The sand cannot be kept in a pile, available for later use. It will either be sold to the Town for immediate placement on a Bay-side beach, or dumped in the sea. It must all go in a single location to be effective. Faced with tight deadlines (bids for the Corps' dredging contracts are due October 19, 2015 and the final destination of the sand must

⁴ The price to be paid for depositing the sand along the beach is the difference between the cost of dredging it from the Canal and dumping it at sea (the "Federal base plan") (*i.e.*, what the Corps would pay anyway), and the additional cost that would be incurred in putting it on the beach. If the easements were put in place, the Corps was willing to pay 65% of this additional cost, with the Town only responsible for the remaining 35%. Without the "public access" easements, the Town must pay 100% of the additional cost. With additional associated costs, and a margin to cover possible over-runs, the difference is apparently \$1.25 million.

⁵ The plaintiffs have moved to strike the portions of the Dunham affidavit regarding the Corps' easement requirement as inadmissible hearsay. For purposes of this preliminary injunction motion (I make no ruling on *other* purposes or proceedings in which it may be offered), I DENY the motion to strike. Hearsay may be considered in connection with preliminary injunction motions, *see Planned Parenthood League v. Operation Rescue*, 406 Mass. 701, 712 (1990), and the Corps' requirement of public access easements as a condition for its payment of 65% of the cost is adequately corroborated by other materials in the record, including the form of the proposed easement document itself which, according to the Town, originated with the Corps. The motion to strike also challenged various engineering opinions by Mr. Dunham as beyond his competence as a layperson. These aspects of the motion have been mooted by the defendants' submission of an affidavit from their professional engineer, Kirk Bosma. Affidavit of Kirk Bosma, P.E. (Oct. 8, 2015).

⁶ To be fair, the precise scope of the permanent easement was not as defined as it could have been. But the particulars could have been negotiated, and there is nothing in the record that indicates any serious attempt at negotiation by the plaintiffs. It is hard to see how a limited public easement would diminish property value more than the loss of the home to the ocean.

There is also nothing in the record that indicates an unwillingness by the Town to negotiate compensation for the easements, nor any evidence that the plaintiffs sought to negotiate such compensation. Town Meeting had authorized the taking of the easements by eminent domain if necessary, so compensation was available.

be identified for the purpose of those bids), the Town no longer had time to conduct a full §204 study for a new location, nor time to accomplish a contested eminent domain taking to obtain the necessary easements over the plaintiffs' properties. Instead, it determined that depositing the sand on the *eastern* side of Town Neck Beach would protect not only that area but also the downtown and Route 6A, now exposed to wintertime storm flooding, and went to Town Meeting for authorization to spend the full \$1.7 million cost of the sand for that location.⁷ Town meeting so voted, giving the Selectmen the authority to proceed with the alternative plan. *See* Ex. 1, showing the two locations.⁸ No easements are required for the alternative location because all of the relevant property is Town-owned.

Contending that depositing the sand in front of their houses is by far the *better* plan, that the Town has an affirmative obligation to protect their homes from erosion, and, for those reasons, the expenditure of the \$1.7 million from the Town's Community Preservation Act funds on the alternative location is a misuse of those funds, the plaintiffs brought this suit. The relief sought is an order directing the Town to go forward with the \$1.7 million expenditure, but to deposit the sand in front of the plaintiffs' homes in accordance with the §204 plan, *not* in the alternative location. Because events cannot wait on any normal, or even expedited, case schedule, they have now moved for a preliminary injunction directing the same relief.

The Town opposes this request, raising questions about the jurisdiction of this court to even hear this case. It contends that the plaintiffs have no likelihood of success, or even a viable cause of action. It asserts that the balance of harms favors the Town, and the public interest

⁷ \$1.7 million is the full cost to acquire the sand, *i.e.* the additional cost over and above the cost of the Federal Base Plan (the cost of dredging and dumping the sand in the sea), which the Corps will pay in any event. What has been lost is the 65% share of that \$1.7 million that the Corps would have paid had the §204 plan gone forward with easements in place.

⁸ The alternative location (the eastern side of Town Neck Beach) is indicated by the double-pointed arrow on Ex. 1. The §204 location (the western side of the Beach, in front of the plaintiffs' properties) is the cross-hatched area to the left of the arrow.

likewise. If an injunction *is* granted, it seeks a bond in the amount of at least \$6.2 million — the minimum likely cost of obtaining the same amount of sand elsewhere, and then depositing it in the alternative location.⁹ See Second Affidavit of Kirk Bosma, P.E. (Oct. 14, 2015).

The case was originally filed in this court, then removed to federal court, and, after its constitutional claims were voluntarily dismissed, remanded back to this court. The materials submitted in connection with the preliminary injunction motion are extensive and have all been reviewed and considered. In addition, the court held a two hour hearing on the motion at which the parties fully explained their positions and contentions, followed by supplemental filings on points raised by the court.

Based on all this, for the reasons more fully set forth below, the plaintiffs' motion for preliminary injunction is **DENIED**.

The Preliminary Injunction Standard

Preliminary injunctions are governed by Mass. R. Civ. P. 65(b). To prevail on a request for preliminary injunctive relief, the moving party bears the burden of showing that:

- it has a substantial likelihood of success on the merits,
- it will suffer irreparable injury unless the injunction issues,
- its injury, or threatened injury, outweighs whatever injury the proposed injunction may cause the party being enjoined, and
- if issued, the injunction would not be adverse to the public interest.

⁹ The difference between that amount and the \$1.7 million cost of the sand from the Corps is due to two reasons. First, to the extent the Town is paying for the sand at all (the raw material), it is paying at a steeply-discounted rate. Unlike sand owned by a commercial enterprise that sells sand as its business, *this* sand, in its location at the bottom of the Cape Cod Canal, is a nuisance, not an asset. It is an impediment to navigation which the Corps wants to remove. It is thus, effectively, giving it away. Second, the Town does not have to pay for its dredging or most of the transport. Those are part of the Federal Base Plan, which the Corps is paying. Basically, all the Town is paying is the additional cost incurred for putting it on the beach rather than dumping it at sea, and whatever additional transportation cost would be involved with its deposit on the beach.

GTE Products Corp. v. Stewart, 414 Mass. 721, 722-23 (1993); *Town of Brookline v. Goldstein*, 388 Mass. 443, 447 (1983); *Packaging Indus. Group, Inc. v. Cheney*, 380 Mass. 609, 616-17 (1980).

If an injunction is entered, unless “good cause” is shown to the contrary, the court must require “the giving of security by the applicant, in such sum as the court deems proper, for the payment of such costs and damages as may be incurred or suffered by any party who is found to have been wrongfully enjoined or restrained.” Mass. R. Civ. P. 65(c).¹⁰ This typically takes the form of a bond.

Generally speaking, if the requisite criteria have been met, the goal of a preliminary injunction is to “maintain the situation in *status quo* until the merits can be determined.” See *Thayer Co. v. Binnall*, 326 Mass. 467, 479 (1950) (emphasis added). Where a requested injunction would result in a *change* to the *status quo* (i.e. where a *mandatory* injunction is sought), a somewhat higher standard may apply. As noted in *Brewer v. W. Irondequoit Cent. Sch. Dist.*, 212 F.3d 738, 743-44 (2nd Cir. 2000):

In most cases, a party seeking a preliminary injunction must demonstrate: (1) that it will be irreparably harmed in the absence of an injunction, and (2) either (a) a likelihood of success on the merits or (b) sufficiently serious questions going to the merits of the case to make them a fair ground for litigation, and a balance of hardships tipping decidedly in its favor. In some cases, a significantly higher standard applies. The moving party must make a “clear” or “substantial” showing of a likelihood of success in two instances: where (1) the injunction sought is mandatory, i.e. “will alter, rather than maintain, the *status quo*”; or (2) the injunction sought “will provide the movant with substantially all the relief sought, and that relief cannot be undone even if the defendant prevails at a trial on the merits.” *Jolly v. Coughlin*, 76 F. 3d 468, 473 (2nd Cir. 1996).

Under either standard, “[t]he burden of showing the likelihood of success on the merits is on the party seeking the preliminary injunction.” *Robinson v. Sec’y of Admin.*, 12 Mass. App. Ct. 441, 451 (1981). In this case, both lead to the same result.

¹⁰ The only persons or entities excepted from this requirement are the United States, the Commonwealth, any political subdivision of the Commonwealth, and any officer or agency of any of them. *Id.*

Discussion

Jurisdiction

I begin with the question of this court's subject matter jurisdiction over this dispute. The plaintiffs assert I have it, citing *Backman v. Lilly*, Land Court Case No. 116033, Decision (May 29, 1992) (Sullivan, J.), in which Judge Sullivan assumed, without expressly deciding, that the Land Court had jurisdiction over the erection of a shorefront stone groin because it allegedly caused the plaintiff's beachfront property "to be scoured of sand, rocks to be deposited therein[,] and the shoreline to be eroded." *Id.* at 1. The jurisdictional theory in *Backman*, as best I can discern, was that the defendants' actions affected the boundary line of the plaintiff's land, causing it to shrink, and thus brought the case within G.L. c. 185, §1(k) ("all cases and matters cognizable under the general principles of equity jurisprudence where any right, title or interest in land is involved, including actions for specific performance of contracts."). The case was not appealed, so the jurisdictional theory was not tested.

I have doubts about *Backman's* jurisdictional underpinning. Its theory would sweep up any number of tort- and contract-based cases where the *consequence* was an effect on the plaintiff's shoreline (negligent construction of the stone groin for example, or breach of contract to build it in the right place), which no one would think of as a "Land Court case" involving *determination* of a right, title or interest in land. The dredged sand, even if it eventually will be deposited *somewhere*, does not give rise to a "right, title or interest" claim in its potential location in and of itself. At this point, it is simply the subject of a municipal contract. Its deposit may preserve or create land, but that is the consequence, not the underlying cause of action. Here, as discussed more fully below, the cause of action is the validity of the municipal contract to purchase the sand and place it in the alternative location.

Land Court jurisdiction is thus an interesting question, but it has not yet been fully briefed. Moreover, there will not be time to transfer the case to Superior Court, or seek interdepartmental assignment as a Justice of that court, before the preliminary injunction decision needs to be made.¹¹ In light of this, for present purposes, since I deny the requested injunction on independent grounds, I assume, without deciding, that I have jurisdiction to hear the preliminary injunction motion. I thus proceed to the merits of that motion.

Likelihood of Success on the Merits

Reduced to essentials, as articulated at the hearing, the plaintiffs' cause of action is "misuse of public funds." The "misuse" does not arise from the purchase of the sand itself. The plaintiffs are all in favor of that purchase. Rather, in the plaintiffs' view, the misuse is the expenditure of \$1.7 million from the Town's Community Preservation Act funds to deposit the sand on the west side of the beach rather than in front of the plaintiffs' homes on the east, which they contend is the far better location. At issue, then, is the validity of a municipal contract, and the relief requested is, in practical effect, this court's re-writing of that contract.

Rather than bringing a "ten taxpayer" lawsuit to enjoin the illegal expenditure of public funds, *see* G.L. c. 40, §53 (a theory which has a series of problems, not the least this court's clear lack of subject matter jurisdiction¹² and the fact that the plaintiffs do not wish to enjoin the expenditure, but rather to re-direct it), the plaintiffs fashion this action around theories of "duty", which they say the Town breached and can only be remedied by re-directing the sand. This duty arises, they contend, in three ways: (1) from the "eminent domain" deed by which the Town acquired Town Neck Beach in 1909, (2) from an alleged "duty" of a littoral landowner to take

¹¹ If there are doubts about the jurisdictional validity of my ruling on this motion, I can seek such an interdepartmental assignment with retroactive effect. *See Ritter v. Bergmann*, 72 Mass. App. Ct. 296, 301 n. 9 (2008).

¹² Ten taxpayer lawsuits must be brought in the Superior Court or the Supreme Judicial Court. *See* G.L. c. 40, §53.

affirmative measures to prevent erosion on bordering landward properties, and (3) from the Community Preservation Act itself, which the plaintiffs say, in this instance, requires the expenditure of its funds on the plaintiffs' location. I disagree.

First, the Town Neck Beach deed contains no affirmative covenant benefiting the landward properties in any way, and certainly none obligating the Town to keep the beach substantially intact. *See* Deed, Taking of Land by the Town of Sandwich for a Public Playground (Mar. 23, 1909). The Town *bought* the beach for full consideration.¹³ *Id.* It was not a gift, much less a gift with conditions. The “maintenance” language cited by the plaintiffs in support of their “affirmative duty” contention (“does take in fee the land hereinafter described for the purpose of maintaining a Public Playground for the use of said Inhabitants”) is simply a description of the public purpose behind the expenditure of funds, and cannot, in any reasonable reading, be construed as an irrevocable assumption of a duty to keep a public beach, in that location, for all time. Town meetings, like all legislatures, are assumed to act in the context of the world around them. Beaches are not stable. They accrete and erode and, occasionally, disappear entirely. *See, e.g., White v Hartigan*, 464 Mass. 400, 407-408 (2013). In the absence of express language to the contrary, the deed cannot be construed to include any affirmative obligation of “maintenance” in the sense the plaintiffs contend.

Second, there is no “duty” of a littoral landowner to take affirmative measures to prevent erosion on bordering landward properties. The plaintiffs cite *Lummis v. Lilly*, 385 Mass. 41 (1982) as imposing such a duty, but I read that case differently. Rather than a broad ruling imposing a duty to take *affirmative preventative measures* in such cases (an enormous burden to place on any shorefront owner, given the constant natural ebb and flow of the sea — *see White*,

¹³ The deed recites consideration of \$500, and there is nothing in the record to indicate that this was anything less than the property's fair market value at that time. Beachfront property values on the Cape have reached their current stratospheric levels only within the last few decades.

supra),¹⁴ *Lummis* simply holds that a littoral landowner cannot make *changes* on his land that result in adverse effects on other landowners unless those changes are a “reasonable use” of that land. Thus, in *Lummis*, the issue was whether the construction of a stone groin (which altered the flow of shorefront waters) was such a reasonable use, and both its reasoning and every case cited dealt with man-made changes. There is nothing to suggest that the *Lummis* court intended to go beyond that to impose a duty to take affirmative steps to fight the forces of nature, I am aware of no case so holding, and I see no basis to do so. The story of King Canute may be apocryphal, but its central lesson still teaches. See Henry, Archdeacon of Huntington: *Historia Anglorum* (Diana Greenway, Editor), Clarendon Press Oxford Medieval Texts (1996) (account of King Canute and the tides).

So far as the record shows (and as the plaintiffs conceded at the hearing), the placement of the sand in the alternative location (down drift from the §204 location in front of the plaintiffs’ homes) will not change what is currently happening to the plaintiffs. It will not protect their

¹⁴ This case is a perfect example of the burdens such a duty would impose. Without the fortuitous availability of the dredged sand and the Corps’ subsidy, it would cost the Town between \$7.91 and \$9.12 million to purchase this sand on the open market and have it placed on Town Neck Beach. See Second Affidavit of Kirk Bosma P.E. (Oct. 14, 2015). It is one thing to have a duty not to cause unreasonable harm as a result of a change you wish to make to your shorefront, and quite another to be required to fight nature when you would rather simply let it take its course.

Even though it had no *obligation* to do so, the Town has not stood idly by while the beach erodes. As set forth in the affidavit of its Town Manager, George Dunham, “[t]he Town has gone to extensive efforts to address erosion at Town Neck Beach, at both the east and west ends, for decades. These efforts include, but are not limited to: dune restoration projects in 1990 and 2004, using material dredged from [the] Cape Cod Canal by local power plants; the initiation in 2011 of a long-term re-nourishment program that is meant to place 400,000 cubic yards of sand onto the beach — which has received all required federal, state and local permits, making it the largest municipal re-nourishment project since the early 1970’s; obtaining a \$300,000 grant in 2014 to pursue the creation and permitting of an off-shore sand source for periodic dredging; engagement in 2006 of a ‘Section 111’ program with the Army Corps of Engineers to analyze the impact of the Canal jetty to identify long-term solutions which could place partial responsibility for addressing beach erosion with the Corps; as well as emergency measures to make temporary repairs to the beach’s protection systems in response to severe storms over the past few years. In addition, the Town has sought permitting and funding for several re-nourishment projects that were not awarded, and the Board of Selectmen has listed beach and dune re-nourishment as a top priority for many years in its Long Range Plan which is presented annually to Town Meeting and printed in the Warrant.” Affidavit of George Dunham at 4-5, ¶15 (Oct. 5, 2015).

properties or make them better, but it will not make them worse. The Town has thus not breached any duty to the plaintiffs arising from its status as a littoral property owner.

The plaintiffs' last theory is premised on a claim that the Town is misusing Community Preservation Act funds to have the sand deposited in the alternative location. If I understand it correctly, that theory is this: (1) the CPA funds must be spent on a proper public purpose to benefit the community, (2) the §204 study establishes that depositing the sand in front of the plaintiffs' homes meets that purpose, (3) the placement of sand in that location is the *best* place to put it, and (4) the Town has not demonstrated that the alternative location is better, or has even sufficiently been studied to conclude that it will have the benefits claimed.

There is no established route of appeal from the Town's decision. For purposes of this motion, I accept the plaintiffs' contention that the decision is administrative (a decision of the Town's Selectmen) rather than legislative (a vote of Town Meeting) since the Town Meeting vote authorized the deposit of the sand anywhere that re-nourishes the beach, leaving the location to the discretion of the Selectmen. *See* Town of Sandwich Special Town Meeting Warrant (Aug. 31, 2015). Review is thus by *certiorari* (G.L. c. 249, §4) and the standard of review "may vary according to the nature of the action for which review is sought." *Forsyth Sch. for Dental Hygienists v. Bd. of Registration in Dentistry*, 404 Mass. 211, 217 (1989).

If the decision is adjudicatory in nature, in the absence of substantial legal error, the "substantial evidence" standard of review is applied.¹⁵ *See Durbin v. Bd. of Selectmen of Kingston*, 62 Mass. App. Ct. 1, 5-6 (2004). "Substantial evidence" is "such evidence as a reasonable mind might accept as adequate to support a conclusion." *Id.* at 6 (internal quotation

¹⁵ This case does not involve a "legal error" in the sense the standard contemplates (*i.e.*, a decision not authorized by applicable law). As noted above, no one challenges the right of the Town to use Community Preservation Act funds to purchase this sand and place it on Town Neck Beach for protective purposes. The dispute is over the *location* of the ultimate placement of that sand and the adequacy of the factual basis for the Town's choice.

omitted). Under that test, “the reviewing court is not empowered to make a *de novo* determination of the facts, to make different judgments as to the credibility of witnesses, or to draw different inferences from the facts; it cannot disturb a choice made below between two fairly conflicting inferences or views of the facts, even if it might justifiably make a different choice were the case before it *de novo*.” *Id.* at 6 (internal citation omitted). Moreover, to grant relief in *certiorari*, the court must find that the decision “resulted in manifest injustice to the plaintiff” or “adversely affected the real interest of the general public.” *Id.* at 5 (internal quotation omitted).

If the decision is entirely within the board’s discretion, *certiorari* review is limited to a determination of whether the board acted “arbitrarily and capriciously.” *See id.* at 5, n. 7.

It is not immediately clear which category this decision falls within, “adjudicatory” or “discretionary” (for recent case law suggesting it may be “discretionary,” *see Cumberland Farms Inc. v. City Council of Marlborough*, ___ Mass. App. Ct. ___, Appeals Court Case No. 14-P-1612, *slip op.* at 3-5).¹⁶ For purposes of this motion, however, it does not matter. The plaintiffs are unlikely to prove that the Board’s decision failed either test.

The plaintiffs contend that the Board’s decision was based solely on spite — its anger that the plaintiffs refused to grant the requested public access easements. I disagree. The Board may have been exasperated at the plaintiffs’ refusal to accept what seemed, at least to the Board, a reasonable and necessary trade-off for protection of their homes.¹⁷ But it was not “spiteful.”

¹⁶ *Cumberland Farms* suggests that the difference turns on whether factual findings are necessary to the validity of the decision, or whether the decision is in an area left to the board’s complete discretion. Here, Town Meeting left the location of the placement of the sand to “the direction of the Board of Selectmen” — seemingly discretionary. *See* Town of Sandwich Special Town Meeting Warrant (Aug. 31, 2015). It then went on to say, however, that the purpose of its authorization was for “designing and constructing a beach renourishment, restoration and resiliency project on Town Neck Beach”, which suggests the need for the Board to make a factual determination that the location it chose would fulfill that purpose. *See id.*

¹⁷ The plaintiffs claim that the Corps did not, in fact, insist on public access easements as a condition of its 65% sharing in the cost to place the sand on the beach, but the evidence thus far in the record is to the contrary. In

The evidence shows that the Board was under severe time constraints and acted reasonably, in good faith, given those constraints. *See* Affidavit of George Dunham, Town Manager (Oct. 5, 2015). It had engineers from the Woods Hole Group (the same engineers it has worked with on beach erosion issues for over fifteen years) study the alternative location (the eastern portion of Town Neck Beach), and they, as well as the Town's Director of Natural Resources, concluded that (1) due to the deteriorated condition of the beach and dune system in that area, "potential flooding from future storms will more likely inundate the marsh system that abuts the east end of Town Neck Beach and threaten the surrounding infrastructure, homes and businesses," (2) "[r]estoration of the dunes and barrier beach in this area [*i.e.*, the placement of the sand as directed by the Board of Selectmen] would directly contribute to the reduction in flooding potential in the downtown area and other areas surrounding the marsh system," and (3) "[t]he increased resilience of the dune/beach system would reduce the probability of overwash and breaching in this area, which is a major contributor to flooding potential." Affidavit of Kirk Bosma, P.E. (Oct. 8, 2015). These were the findings and opinions presented to the Board at the time it made its decision, and now corroborated in affidavits presented to this court. *See* Affidavit of George Dunham (Oct. 5, 2015) and Affidavit of Kirk Bosma, P.E. (Oct. 8, 2015).

The question before me is not which location is the *better* one for placement of the sand. Nor was that question, in an *objective* sense, the necessary question for the Board to decide in order for its decision to be valid. Boards have discretion in decisions of this type, and so long as those decisions are supported by "such evidence as a reasonable mind might accept as adequate to support a conclusion," they pass *certiorari* review. *Durbin*, 62 Mass. App. Ct. at 6. I find, based both on the evidence put before the board and now, through the Dunham and Bosma

any event, the Town reasonably thought so and, in addition, reasonably believed that the Anti-Aid Amendment to the State Constitution precluded this particular project unless public access easements were obtained. *See* Affidavit of George Dunham, Town Manager (Oct. 5, 2015).

affidavits, before me, that the Board's decision was so supported. I thus find that the plaintiffs have not demonstrated a likelihood of success on the merits in their claims to have that decision vacated and replaced by the injunction they seek.

Irreparable Harm and the Balance of Harms

I need not go further to discuss the other elements necessary for the entry of an affirmative preliminary injunction, but I do so for the sake of completeness. I thus turn next to the questions of irreparable harm and the balance of harms.

I fully appreciate the harm that may result to the plaintiffs if the sand is not placed in front of their homes. Outside of the death or illness of a loved one, there can be few things more distressing than watching a home disappear into the waves, powerless to do anything about it. The Town suggests that the plaintiffs are free to take private measures to protect their homes, but those are unlikely to be as comprehensive and effective as the deposit of this sand all along the western side of the beach. If nothing else, it solves the challenge of getting a coordinated response and agreement on the scope and cost of the necessary remedial measures from all the affected homeowners.

The Town, however, will *also* be harmed if the sand is re-directed away from the eastern side of the beach to the western. So far as the record shows, there is only so much sand, it can only effectively be put in one of these locations, and a failure to put it on the eastern side (the side the Selectmen have chosen) leaves the downtown and Route 6A areas exposed to storm and wintertime flooding that would otherwise be avoided.

Given this, on the present record, I cannot say that the plaintiffs' harm outweighs the Town's and, on *certiorari* review where the Town itself has made that judgment and I must

accept that judgment where, as here, it is based on substantial evidence and was not arbitrary and capricious, I cannot overturn that judgment. Nor would I as a matter of discretion.

The Public Interest

Town Meeting has left the location of the sand to the discretion of the Board of Selectmen. The Board — an elected body, chosen by the citizens of the Town to govern its affairs — has unanimously chosen the eastern location. The “public” has thus spoken and, as discussed above, on “such evidence as a reasonable mind might accept as adequate to support a conclusion” (the “substantial evidence” test, *see Durbin*, 62 Mass. App. Ct. at 6). The plaintiffs are thus unlikely to show that the “public interest” is otherwise.

Bond

Since the motion for preliminary injunction has been denied, the question of security is moot. In the interests of completeness, I will thus say only this. Had the injunction issued, I would have required a bond in some amount, and would not have set its amount without a further hearing.

Conclusion

For the foregoing reasons, the plaintiff's motion for preliminary injunction is **DENIED**.

The findings and rulings contained herein are necessarily preliminary in nature. Thus, these findings and rulings are neither intended, nor should they be construed, as having any precedential weight or effect in further proceedings in this case, all of which shall be determined in the light of the evidence offered and admitted on those occasions. Should further-developed evidence or circumstances warrant, any party may move for the modification or dissolution of this order at any time.

SO ORDERED.

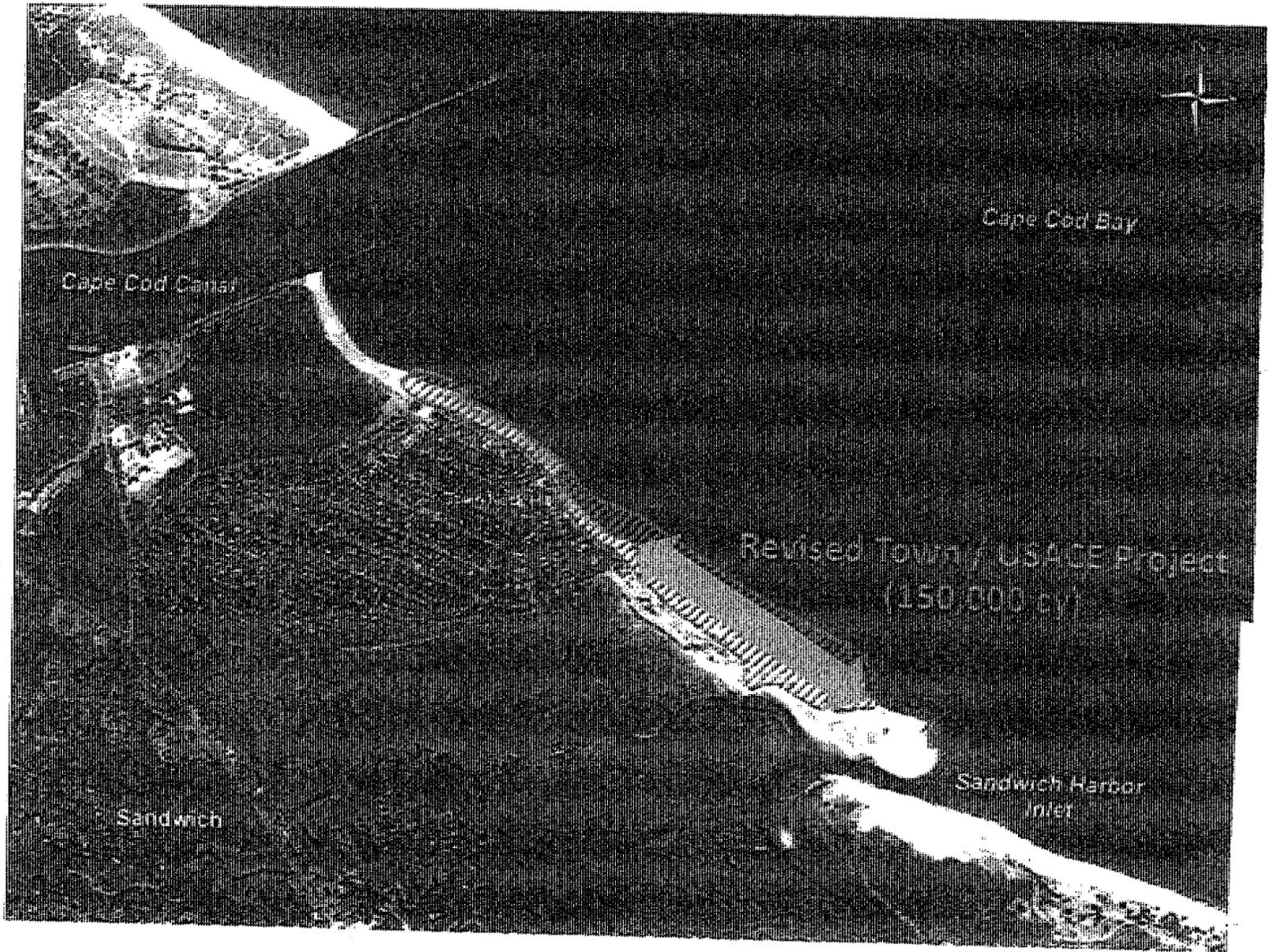
By the court (Long, J.)

Attest:

Dated: 16 October 2015

Deborah J. Patterson, Recorder

EXHIBIT 1



Town of Sandwich
Special Town Meeting

WARRANT

Monday, November 16, 2015
7:00 p.m. – Sandwich High School



BOARD OF SELECTMEN

Frank Pannorfi, Chair
Susan James, Vice-Chair
Peter Beauchemin
R. Patrick Ellis
Ralph A. Vitacco

MODERATOR

Garry N. Blank

FINANCE COMMITTEE

Linell M. Grundman, Chair
Robert Guerin, Vice-Chair
Michael Dwyer
Thomas R. Hickey
James Lehane
Gene Parini
Richard Reilly
Mark Snyder
Matthew Terry

**November 16, 2015 – Special Town Meeting
Index of Warrant Articles**

1. School Department Additional FY'16 Ch. 70 Appropriation (p. 3)
2. Fire Department Ambulance Appropriation from Ambulance Fund (p. 3)
3. Golf Department Capital Appropriation from Enterprise Fund (p. 4)
4. Zoning By-laws: Various Sections – Ground Mounted Solar Overlay District in BL-1 (p. 4)
5. Petition Article: Enforcement of Alleged Violation of Old King's Highway Regional Historic District Act (p. 5)

Reference Material & Volunteer Application Form:

1. A Glossary of Commonly Used Terms (p. 8)
2. Table of Basic Points of Motion (p. 11)
3. Town of Sandwich Talent Bank Application (p. 12)

NOTE: Petition articles have been printed as submitted and may contain typographic and other errors.

**TOWN OF SANDWICH
2015 SPECIAL TOWN MEETING
November 16, 2015**

Warrant

Barnstable, ss.

To the Constables of the Town of Sandwich, in the County of Barnstable,

GREETINGS:

In the name of the Commonwealth of Massachusetts you are hereby directed to notify and warn the inhabitants of the Town of Sandwich qualified to vote in elections and Town affairs to meet at the Sandwich High School, 365 Quaker Meetinghouse Road, in said Sandwich on

Monday, November 16, 2015, at 7:00 p.m.,

then and there to act on the following articles.

ARTICLE 1

To see if the Town will vote to amend the vote taken under Article 2 of the May 4, 2015 Annual Town Meeting for the FY'16 School Department budget, account number 300, by raising and appropriating the additional sum of \$74,425.00, or any other amount, for such purposes, or take any action relative thereto.

Recommended by the Board of Selectmen and Finance Committee.

ARTICLE 2

To see if the Town will vote to transfer and appropriate the sum of \$250,000.00, or any other amount, from the Ambulance Fund, to be expended under the direction of the Board of Selectmen, for the purpose of purchasing an ambulance and related supplies and equipment for the Fire Department, or take any action relative thereto.

Recommended by the Board of Selectmen, Finance Committee, and Capital Improvement Planning Committee.

ARTICLE 3

To see if the Town will vote in accordance with the provisions of M.G.L. c.44, §53F½ to raise and appropriate or transfer from available funds a sum of \$70,000.00, or any other amount, from the Golf Enterprise Fund to be expended under the direction of the Board of Selectmen, for the purpose of completing extraordinary repairs and improvements to the Sandwich Hollows Golf Club clubhouse and golf course and for replacing maintenance and capital equipment for Sandwich Hollows Golf Club operations, or take any action relative thereto.

Recommended by the Board of Selectmen, Finance Committee, and Capital Improvement Planning Committee.

ARTICLE 4

To see if the Town will vote to amend the Sandwich Protective Zoning By-laws to create a Ground Mounted Solar Overlay District, by amending Article II, Use and Intensity Regulations, Section 2100, Establishment of Districts by adding a new subsection p. to Section 2110 and the additional language to the end of Section 2110, as follows:

p. Ground Mounted Solar Overlay District. See Section 4180.

Ground Mounted Solar Overlay District, as described in Section 4180 is herein established as an overlay district, shall be considered to be superimposed over any other district established by this by-law. Land in the Ground Mounted Solar Overlay District shall be subject to the requirements of Section 4180.

AND FURTHER,

To see if the Town will vote to amend the Sandwich Protective Zoning By-laws Section 2210, Use Regulation Schedule, by adding Note 25 highlighted in bold, as follows:

Industrial/Utility Uses, Solar Photovoltaic Installation, Large-Scale Ground-Mounted (22)

<u>R-1</u>	<u>R-2</u>	<u>VIL</u> (2,3)	<u>BL-1</u>	<u>B-2</u> (2,3)	<u>FLEX</u>	<u>IND</u>	<u>MAR</u>	<u>RD</u> (2,3)	<u>S</u>	<u>GD</u>
N	S	N	N	N	Y	Y	N	S	N	S
			(25)							

25. Y - permitted by-right if in Ground Mounted Solar Overlay District.

AND FURTHER,

To see if the Town will vote to amend the Sandwich Protective Zoning By-laws Section 4180, Large Scale Ground Mounted Solar Photovoltaic Installations, by adding the language highlighted below in bold, as follows:

4180 LARGE SCALE GROUND MOUNTED SOLAR PHOTOVOLTAIC INSTALLATIONS

The Planning Board shall be the Special Permit Granting Authority for applications pertaining to sites outside the Industrial Limited District and the Ground Mounted Solar Overlay District.

The Ground Mounted Solar Overlay District is herein established as an overlay district and shall be superimposed over any other district established by this by-law. A plan entitled “Solar Overlay District” dated July 1, 2015 is on file in the Planning and Development Office delineating this district and is hereby made a part of this By-Law.

AND FURTHER,

To see if the Town will vote to amend the Sandwich Protective Zoning By-laws Section 4182, Procedure, by adding the language below in bold, as follows:

4182 Procedure

Large scale ground-mounted solar photovoltaic installations located within the Industrial Limited District **and the Ground Mounted Solar Overlay District** are allowed by right subject to compliance with sections 4180 through 4196 and other applicable sections of this bylaw.

or take any action relative thereto.

Recommended by the Board of Selectmen.

ARTICLE 5

To see of the Town will vote to proclaim as follows:

At its meeting on April 23, 2014, the Sandwich Historic District Committee (the “Committee”) considered an application (“Application”) for a certificate of appropriateness (“COA”) for an aerial adventure park (the “Project”) at 0 Shame Road and 0 Pocasset Road. Abutters to 0 Shawme Road were not notified of that meeting, nor were they previously notified of the Application. At that meeting the Committee voted to approve a “motion to accept the plans as presented” and issued a corresponding COA that Project proponents claim authorize the Project. Many or all of the aforementioned abutters had no knowledge of the COA until after the relevant appeal period had passed.

For these and other reasons, the construction and operation of the Project constitutes a violation of Chapter 470 of the Acts of 1973, as amended (the Old King’s Highway Regional Historic District Act, or the “Act”). Under Section 12 of the Act, the Inspector of

Buildings has the duty to enforce violations of the law. However, to date Inspector of Buildings Paul D. Spiro has refused to take enforcement action.

We hereby proclaim that the Project violates the Act, and that enforcement action should be taken with respect to such violation(s).

(Submitted by Petition)

No Recommendation Required.

And you are hereby directed to serve this Warrant by posting attested copies thereof, one at the Town Hall, and one at each of the Post Offices in Sandwich, the last posting to be at least fourteen days prior to the time of holding said meeting,

given under our hands this 22nd Day of October, 2015.

Frank Pannorfi, Chairman

Susan James, Vice-Chairman

Peter Beauchemin

R. Patrick Ellis

Ralph A. Vitacco

SELECTMEN OF SANDWICH

I hereby certify that I have posted attested copies of this warrant at Sandwich Town Hall, Town Hall Annex, Sandwich Post Office, East Sandwich Post Office and Forestdale Post Office, all located within the Town of Sandwich, on

Date

Constable

REFERENCE MATERIAL & VOLUNTEER APPLICATION FORM:

A GLOSSARY OF COMMONLY USED TERMS

Appropriation – An authorization granted by a legislative body to make expenditures and to incur obligations for specific purposes. An appropriation is usually limited to a specific amount and identifies the timeframe when it will be expended.

Assessed Valuation – A valuation set upon real estate or other property by a government as a basis for levying taxes. Equalized assessed valuation refers to a municipality’s assessed valuation, as determined by local assessors, adjusted by the State Department of Revenue to reflect a full and fair market value (“Equalized Valuation”).

Betterment – An addition made to, or change made in, a fixed asset which is expected to prolong its life or to increase its efficiency. The term is also applied to sidewalks, water lines, and highways and the corresponding tax assessment abutters may authorize for repairs to their properties.

Bond – A written promise to pay a specified sum of money, called the face value (par value) or principal amount, at a specified date or dates in the future, called the maturity date(s) together with periodic interest at a specified rate. The difference between a note and a bond is that the latter runs for longer period of time and requires greater legal formality.

Bond Anticipation Note (BAN) – Short-term note of a government sold in anticipation of bond issuance. BANs are full faith and credit obligations.

Bond Ratings – Designations used by bond rating services to give relative indications of credit quality.

Budget – A plan of financial operations embodying an estimate of proposed expenditures for a given period and the proposed means of financing them.

Budget Message – Statement summarizing the plans and policies contained in the budget report, including an explanation of the principal budget items and recommendations regarding financial policy for the upcoming year.

Capital Budget – A plan for expenditure of public funds for capital purposes.

Capital Expenditure – Nonrecurring payments for capital improvements including construction, acquisition, site development and overhead costs. The fees for architects, engineers, lawyers, and other professional services plus the cost of financing may be included.

Cherry Sheet – An annual statement received by the Town from the Department of Revenue detailing estimated receipts for the next fiscal year from various state aid accounts, the lottery, and estimated charges payable in setting the tax rate. Supplemental Cherry Sheets may be issued during the year and there is no guarantee that the estimated receipts and charges shown thereon will not vary from actual receipts and charges. The name was derived from the pink color of the document.

Debt Service – The cost (usually stated in annual terms) of the principal retirement and interest of any particular bond issue.

Enterprise Fund – Those funds which are established for specific uses under M.G.L. c.44, §53F1/2 that require an annual appropriation to operate (i.e. Sandwich Hollows Golf Club).

Excess Levy Capacity – The difference between a community's maximum tax levy limit as established by Proposition 2.5 and its actual tax levy in the most recent year for which the community has set a tax rate. It is the additional tax levy that a community can raise at Town Meeting without going to the voters for an override or debt exclusion.

Exclusions (Debt Exclusion or Capital Expenditure Exclusion) – Proposition 2.5 allows communities to raise funds for certain purposes above the amount of their levy limits or levy ceilings. Subject to voter approval, a community can assess taxes in excess of its levy limit for the payment of certain capital projects and for the payment of specified debt service costs. Such an exclusion increases the amount of property tax revenue a community may raise for a limited or temporary period of time in order to fund the specific project. Unlike overrides, exclusions do not increase the community's levy limit and do not become part of the base for calculating future years' levy limits.

Fiscal Year – The state and municipalities operate on a fiscal year which begins on July 1 and ends on June 30. For example, the FY'04 fiscal year is from July 1, 2003 to June 30, 2004.

Free Cash (Surplus Revenue) – Free cash represents the portion of surplus revenue which the municipality is able to appropriate. It is money that the community raised to spend for a particular item but was left over because the full appropriation was not expended. From this surplus the municipality's liabilities are subtracted (i.e. any unpaid back taxes). The remainder, if any, is certified annually by the Department of Revenue as the community's free cash. Amounts from certified free cash may be appropriated at Town Meeting by the community for expenditures or to offset property taxes.

General Fund – The fund into which the general (non-earmarked) revenues of the municipality are deposited and from which money is appropriated to pay the general expenses of the municipality.

Growth Revenue (New Growth) – The amount of property tax revenue that a community can add to its allowable tax levy from taxes from new construction,

alterations, subdivisions, or changes of use. It is computed by applying the prior year's tax rate to the increase in valuation.

Note – A short-term loan, typically of a year or less in maturity.

Overlay – The amount raised by the assessors in excess of appropriations and other charges for the purpose of creating a fund to cover abatements and state allowed exemptions.

Overrides – Proposition 2.5 allows a community to assess taxes in excess of the automatic annual 2.5% increase and any increase due to new growth by passing an override. A community can take this action as long as it is below its levy ceiling (2.5% of full and fair cash value of community). When an override is passed, the levy limit for the year is calculated by including the amount of the override. Unlike exclusions, the override results in a permanent increase in the levy limit of a community, which becomes part of the levy limit base and increases along with the base at the rate of 2.5% each year.

Proposition 2.5 – M.G.L. c.59, §21C was enacted in 1980 and limits the amount of revenue a city or town may raise from local property taxes each year. This amount is the community's annual levy limit. The law allows the levy limit to increase each year by 2.5% plus any new growth revenue derived from taxes from new construction and alterations. This amount may not exceed the community's levy ceiling. Proposition 2.5 also established two types of voter approved increases in local taxing authority – overrides and exclusions.

Reserve Fund – A fund established by Town Meeting which is under the control of the Finance Committee and from which transfers may be made for extraordinary and unforeseen expenditures. The appropriation cannot be greater than 5% of the tax levy for the prior fiscal year.

Revolving Funds – Those funds which may be used without appropriation and which are established for particular uses under M.G.L. such as continuing education programs, school lunch programs, self-supporting recreation and park services, conservation services, etc. (i.e. Sandwich Marina, Sandwich Community School).

Stabilization Fund – A special reserve account which is invested until used. Towns may appropriate into this fund in any year an amount no more than 10% of the prior year's tax levy. The outstanding balance in the account cannot exceed 10% of the Town's equalized valuation. Generally, it takes a 2/3 vote of Town Meeting to appropriate money from the Stabilization Fund.

Surplus Revenue – See "Free Cash".

TABLE OF BASIC POINTS OF MOTIONS

Rank	Type of Motion	2nd Req'd.	May Debate	May Amend	Vote Req'd.	May Recons.	May Interrupt
	MAIN MOTIONS						
None	Main Motion	Yes	Yes	Yes	Varies	Yes	No
Same	Reconsider or Rescind	Yes	Same	No	Majority	No	No
None	Take from the Table	Yes	No	No	Majority	No	No
None	Advance an Article	Yes	Yes	Yes	Majority	Yes	No
	PRIVILEGED MOTIONS						
1	Dissolve or Adjourn	Yes	No	No	Majority	No	No
	Adjourn to Fixed						
2	Time/Recess	Yes	Yes	Yes	Majority	No	No
3	Point of No Quorum	No	No	No	None	No	No
4	Fix the Time to Adjourn	Yes	Yes	Yes	Majority	Yes	No
5	Question of Privilege	No	No	No	None	No	Yes
	SUBSIDIARY MOTIONS						
6	Lay on the Table	Yes	No	No	2/3	Yes	No
7	The Previous Question	Yes	No	No	2/3	No	No
8	Limit or Extend Debate	Yes	No	No	2/3	Yes	No
9	Postpone to Time Certain	Yes	Yes	Yes	Majority	Yes	No
10	Commit or Refer	Yes	Yes	Yes	Majority	Yes	No
11	Amend (or Substitute)	Yes	Yes	Yes	Majority	Yes	No
12	Indefinitely Postpone	Yes	Yes	No	Majority	Yes	No
	INCIDENTAL MOTIONS						
Same	Point of Order	No	No	No	None	No	Yes
Same	Appeal	Yes	Yes	No	Majority	Yes	No
Same	Division of a Question	Yes	Yes	Yes	Majority	No	No
Same	Separate Consideration	Yes	Yes	Yes	Majority	No	No
Same	Fix the Method of Voting	Yes	Yes	Yes	Majority	Yes	No
Same	Nominations to Committee	No	No	No	Plurality	No	No
Same	Withdraw or Modify Motion	No	No	No	Majority	No	No
Same	Suspension of Rules	Yes	No	No	2/3*	No	No

* Unanimous if rule protects minorities; out of order if rule protects absentees

Source: Town Meeting Time, 3rd Edition

TOWN OF SANDWICH TALENT BANK

Serve Your Community

Town Government needs citizens who are willing to give time in the service of their community. The Talent Bank was adopted by the Board of Selectmen as a means of compiling names of citizens who are willing voluntarily serve on boards, committees, and as resource people. Names in this file are available for use by the public as well as the Selectmen and all Town offices.

Talent Bank files are being updated to include categories consistent with the changing needs of the Town of Sandwich. Please complete the questions listed below, indicate your areas of interest, and either drop the form off at Town Hall or send it to:

Town of Sandwich Talent Bank
Sandwich Town Hall
130 Main Street
Sandwich, MA 02563

Name: _____ Tel. No.: _____

Mailing Address: _____

E-Mail Address: _____

Occupation / Background / Experience: _____

LIST ORDER OF PREFERENCE:

- | | | |
|---|---|--|
| <input type="checkbox"/> Board of Health* | <input type="checkbox"/> Energy Committee | <input type="checkbox"/> Recreation Committee |
| <input type="checkbox"/> Cape Cod Commission | <input type="checkbox"/> Finance Committee** | <input type="checkbox"/> Sandwich Cultural Council |
| <input type="checkbox"/> Capital Planning Comm.** | <input type="checkbox"/> Golf Advisory Comm. | <input type="checkbox"/> Sandwich Econ. Initiative Corp. |
| <input type="checkbox"/> Conservation Comm. | <input type="checkbox"/> Historic District Comm.* | <input type="checkbox"/> Sandwich Historical Commission |
| <input type="checkbox"/> Council on Aging | <input type="checkbox"/> Library Trustees* | <input type="checkbox"/> Sandwich Housing Authority* |
| <input type="checkbox"/> Disabilities Commission | <input type="checkbox"/> Personnel Board | <input type="checkbox"/> Visitor Services Board |
| <input type="checkbox"/> Emergency Management | <input type="checkbox"/> Planning Board* | <input type="checkbox"/> Zoning Board of Appeals |
| Other: _____ | Other: _____ | Other: _____ |

* = Elected

** = Appointed by Moderator

SUMMARY OF FIRE DEPARTMENT AMBULANCE REPLACEMENT

Special Town Meeting – November 16, 2015

- This request was delayed twice leading up to the May 2015 Annual Town Meeting and the February 2015 Special Town Meeting due to concerns about sufficient funding in the Ambulance Fund to cover the cost along with the \$1.0 million operating budget transfer which is done every fiscal year
- Sufficient funds now exist to replace the ambulance
- We will be utilizing an existing state bid to purchase a stock ambulance rather than specifying a custom made ambulance thereby holding down costs
- We will be turning in our oldest existing vehicle and replacing the stretcher in the ambulance
- Total estimated cost as follows:

New Ambulance off State Bid	\$225,950
New Stretcher Less Trade-In	\$19,725
Required Radio Transfer Work	<u>\$4,325</u>
	\$250,000

- Details attached...

AMBULANCE RECEIPT ACCOUNT HISTORY

Fiscal Year	Balance Forward	July 1 Transfer to G.F.	July 1 Beginning Balance	Revenue	Refunds	Balance EOY
2003	\$342,726.27	-\$175,010.00	\$167,716.27	\$692,828.88	-\$1,443.66	\$859,101.49
2004	\$859,101.49	-\$750,000.00	\$109,101.49	\$716,720.01	-\$995.10	\$824,826.40
2005	\$824,826.40	-\$650,000.00	\$174,826.40	\$794,970.40	-\$2,842.89	\$966,953.91
2006	\$966,953.91	-\$700,000.00	\$266,953.91	\$842,474.23	-\$1,851.50	\$1,107,576.64
2007	\$1,107,576.64	-\$750,000.00	\$357,576.64	\$839,352.07	-\$6,292.69	\$1,190,636.02
2008	\$1,190,636.02	-\$750,000.00	\$440,636.02	\$889,604.22	-\$2,702.84	\$1,327,537.40
2009	\$1,327,537.40	-\$875,000.00	\$452,537.40	\$990,723.40	-\$5,069.56	\$1,438,191.24
2010	\$1,438,191.24	-\$1,080,000.00	\$358,191.24	\$988,650.95	-\$3,792.78	\$1,343,049.41
2011	\$1,343,049.41	-\$1,020,000.00	\$323,049.41	\$1,114,377.46	-\$5,784.88	\$1,431,641.99
2012	\$1,431,641.99	-\$975,000.00	\$456,641.99	\$1,007,652.86	-\$3,487.57	\$1,460,807.28
2013	1,460,807.28	-1,150,000.00	\$310,807.28	946,295.48	-4,952.91	\$1,252,149.85
2014	1,252,149.85	-1,000,000.00	\$252,149.85	1,008,257.86	-1,730.31	\$1,258,677.40
2015	1,258,677.40	-1,000,000.00	\$258,677.40	1,382,893.82	-3,866.42	\$1,637,704.80
2016	1,637,704.80	-1,160,000.00	\$477,704.80	315,563.89	0.00	\$793,268.69

Rev as of 8/31/15

(Note: FY'15 Ave. Monthly Revenue = \$115,241; Sufficient Funds will Exist by May 2016 ATM for \$1,000,000 SFD Operating Transfer)

Leary, Brian

From: Anderson, Autumn <autumn.anderson@stryker.com>
Sent: Tuesday, September 29, 2015 10:17
To: Leary, Brian
Subject: Quote-ish

Brian: Our system is down for maintenance, so I manually added your cot with the options we discussed:

Retail Pricing: Approx \$22,109.98
Your Price: \$18,246.11 (includes XPS)
Service: \$2,680.00
Trade-in: -\$1,200

\$19,726.11 ISH

Thank you, Autumn

P.S. Sorry for the delay!

Autumn Anderson
Account Manager – MA & RI
Stryker EMS

c: 269-352-5537
f: 866-551-2616
autumn.anderson@stryker.com

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

*AMBULANCE: 225,948.⁰⁰ LIFELINE
19,726.11 STRYKER COT, SVC w/TRADE*

\$ 245,674.11 ±

*REMINDER - RADIO install w/new
CMEd
\$ 4300*

\$ 250,000



MAPC PROPOSAL 09-30-2015

SANDWICH FIRE DEPARTMENT
Chief William Carrico
115 Route 6A
Sandwich, MA 02563
508-888-0525

SPECIALTY VEHICLES, INC.
Mark C. Hooper
58 George Leven Drive
North Attleboro, MA 02760
888-699-0616
508-699-0616
mhooper@svine.com

Exp. Date: 12/31/2015
Quote No: 10089-0004
BODY: PARA A 158" PARALINER TYPE I-AD

09/30/2015

Page 1

PART NO	DESCRIPTION	QTY	EACH	EXTENDED
	== 158" PARALINER TYPE I-AD ==	1	0.00	0.00
	MASTER PARTS REVISION DATE (Start 10-01-14/End 01-07-15)	1	0.00	0.00
00-00-0500	LIFE LINE WARRANTY SHOP NOTE: Warranties Include: Lifetime Modular Body Structural Warranty. Lifetime Limited Cabinet Structural Warranty. 5-Year/60,000 Mile Product Conversion Warranty. 10-Year/100,000 Mile Electrical Warranty Elite System. Includes 4 Years/100,000 Mile On Screens. "Lifetime" On All Harnesses Manufactured And Installed By Life Line. 6-Year Pro-Rated Axalta (DuPont) Paint Warranty. Which Is As Follows: For 3 Years 100%. 4th Year 50%. 5th Year 25%. 6th Year 10%.	1	0.00	0.00
00-00-0800	Customer Contact Person (Required For Factory Use) SHOP NOTE: Specify Name And Number: Chief William Carrico. Brian Leary, EMS Officer. Seth Cannon, Mechanic. 508-888-0525.	1	0.00	0.00
00-00-2900	Sales Rep: Mark Hooper 1-508-699-0616 SHOP NOTE: Specialty Vehicles, Inc.	1	0.00	0.00

PART NO	DESCRIPTION	QTY	EACH	EXTENDED
00-00-FN00	Specify FORD Fleet Number (FORD Chassis Only) SHOP NOTE: Specify FIN Number: QY789 Active / Government Town of Sandwich 130 Main Street Sandwich MA 02563 Verified 09-21-2015.	1	-3300.00	-3300.00
00-00-PU00	Specify Previous Unit Number: (FACTORY USE ONLY) SHOP NOTE: N/A New Customer.	1	0.00	0.00
	BODY STYLE	1	0.00	0.00
00-01-9500	152" x 96" PARALINER TYPE I PASS-THRU (F-450/550) SHOP NOTE: See LL Option #00-02-9600 For Body Length Increase. Body Length To Be Increased To 158".	1	168696.00	168696.00
00-02-0000	Paraliner / Superliner Type I-AD Crawl-Thru ILO Pass Thru SHOP NOTE: Includes Crawl-Thru Option. With Sliding Door. Must Meet KKK / MA OEMS. MAPC Option #00-02-CTPASL1.	1	2500.00	2500.00
00-02-9600	158" Paraliner Type I-AD ILO 152" Paraliner SHOP NOTE: MAPC Option #00-01-PA1158.	1	2800.00	2800.00
	CHASSIS	1	0.00	0.00
10-00-0100	Chassis VIN Number: (FACTORY USE ONLY)	1	0.00	0.00
10-00-4000	2016 Ford F-550 165" W.B. 18,000 GVWR 2 WD Cab/Chassis SHOP NOTE: With Standard Ford O.E.M. 3-Year/36,000 Mile Warranty. 2 Wheel Drive Chassis!!!	1	510.00	510.00
10-00-5310	Order Ford Chassis with OEM Aluminum Wheels ILOS Steel Wheels SHOP NOTE: Ordered On Chassis From Ford.	1	931.00	931.00
10-00-6050	Liquid Spring Suspension Kit For Ford F-Series SHOP NOTE: THIS IS SHIP THRU PRICE ALL WARRANTY ISSUES/CLAIMS GO TO THE INSTALLER. Install Control Module On Left Side Of Steering Wheel On OEM Dash.	1	0.00	0.00
10-01-3400	**FACTORY USE ONLY** SHOP NOTE: Spare Chassis Keys And Owner's Manual Present.	1	0.00	0.00

PART NO	DESCRIPTION	QTY	EACH	EXTENDED
10-01-8000	Delete Standard Wheel Covers SHOP NOTE: Chassis Ordered With Aluminum Wheels. See Option #10-00-5310.	1	-200.00	-200.00
10-01-9500	Ship The Spare Tire Loose	1	0.00	0.00
10-02-1000	O.E.M. Door Mirrors	1	0.00	0.00
10-02-3500	O.E.M. AM-FM/CD Radio W/Cab Speakers	1	0.00	0.00
10-02-5000	Low Voltage Throttle Manager SHOP NOTE: Ford OEM Standard.	1	0.00	0.00
10-02-5710	Delete Hand Held Cab Spot Light SHOP NOTE: Not Required For KKK Or MA OEMS.	1	0.00	0.00
10-03-0000	Large Custom Floor Console SHOP NOTE: Final Design To Be Determined. Similar To Winchester MA #3705. Includes Angled Area For: *Elite Touch Screen. Mount Tight To The Top Flat Part Of The Console. Forward Flat Area For: USB Port On Right Side. Garmin GPS With RAM Mount On Center. Flat Portion (Front To Rear): *Federal EQ2B Siren Head Directly Below The Elite Touch Screen Switch Panel On The Flat Portion. *Space For (2) 2-Way Radios. Allow 5" Of Space For Each Radio To Be Recessed Into Console With Havis Shields Equipment Bracket. *Space For (2) Portable Radios With Chargers. Allow 5" X 5" Space For Portable Radio Chargers To Be Installed. *Open Map Storage. Includes (1) Removable Divider In Opening. *(2) Large Cup Holders At End Of Console - Away From Electronics. Angled And Flat Portion For Communications To Be Narrower Than Map Storage / Drink Holder Area. Move The Console As Far Forward As Possible To Allow For Additional Space Aft Of The Console. Customer Will Not Use The OEM Cup Holders Or Upfitter Switches. 12V Outlet To Be Installed On Forward Panel - Not Visible From Top Or Sides Of Console. Position So It Allows A Converter Style Plug To Be Installed Into The Outlet And Not Interfere With The OEM Dash.	1	600.00	600.00
10-03-4105	Built in Glove Box Holder in Cab Door F-Series (ea) SHOP NOTE: Passenger And Driver's Side Door. Includes Top Hinged Polycarbonate Door With Access Oval Hole. Each Door Requires:	2	150.00	300.00

PART NO	DESCRIPTION	QTY	EACH	EXTENDED
	(2) MC-YN001P Magnetic Catches. (3) Large Clear Bumpers Per Door. Use Same Top Hinge As Side Entry Door Glove Cabinet.			
10-03-8200	Add Auto Dump Feature To Rear O.E.M. Lowering Suspension System SHOP NOTE: Wire Circuit To Auto Dump From The Secondary Rear Door Switch. Includes ON/OFF Safety Switch On Inner Primary Rear Door Panel. Includes Whelen Red "OS" System Dumped Warning Light In The Cab Ceiling Between The Sunvisors On The SVI Par 16 LED Warning Light Plate. Includes Neutral Safety Circuit (Will Not Dump In Drive Gear).	1	150.00	150.00
10-04-0000	F-Series Four Battery System SHOP NOTE: (2) Mounted Under The Hood. (2) Mounted In The Standard Battery Compartment. (2) Batteries In P-2 To Be Deka - East Penn #7T31. NO INTERSTATE BATTERIES.	1	575.00	575.00
10-04-3500	Owner's Manual (1 Included With Unit)	1	0.00	0.00
10-04-8600	S.V.I. Whelen PAR 16 LED Cab Warning Lights (Pr) SHOP NOTE: (1) Whelen PAR16 Red LED Mounted On The Cab Roof Liner. Flashing Light To Indicate Open Compartment/Entry Doors. (Surface Mount Chrome Flange Mount TFLANGEC). (1) Whelen PAR16 Amber LED Mounted On The Cab Roof Liner. Flashing Light To Indicate The Parking Brake Is Applied When The Unit Is Placed Into A Drive Gear. (Surface Mount Chrome Flange Mount TFLANGEC). Both Mounted Between The O.E.M. Visors. Label Each Light For Function: "OPEN DOOR" "EMERGENCY BRAKE APPLIED" White Plastic With Black Letters. Install With Screws IATS. Oversize Plate To Allow For Dump Light To Be Installed.	1	250.00	250.00
10-DL-0100	Plymovent - F-Series, Part #805511 SHOP NOTE: Gibson Performance Exhaust. Purchased Thru Air Cleaning Specialist. MAPC Option #10-SP-3500.	1	1110.00	1110.00
	MODULAR BODY TYPE I	1	0.00	0.00
15-01-1600	KKK Package SHOP NOTE: Includes (2)-5# Fire Extinguishers	1	175.00	175.00

PART NO	DESCRIPTION	QTY	EACH	EXTENDED
	Oxygen Wrench Lock on Cab to Module Door or Window, lockable from cab side			
15-01-5000	72" Finished Headroom SHOP NOTE: Finished Headroom ILOS (In Lieu Of Standard) 68". MAPC Option #15-01-3500.	1	1000.00	1000.00
15-01-9005	Cab To Module Sliding Pass-Thru Window SHOP NOTE: Vehicle Will Have A Pass-Thru Configuration Due To The Lower Pass-Thru Cabinet. Cab/Module Will Include Full Height Bellows. Must Contain A Sliding Window With Latch. Latch On The Cab Side And Latched In The Open And Closed Positions For KKK Compliance. Make Pass-Thru As Wide And Tall As Possible.	1	0.00	0.00
15-02-0500	C.P.I. # VC0004-1 Vents (3 STD)	1	75.00	75.00
15-02-1600	1 Piece Stainless Steel Wheel Well Trim Rings (Small) SHOP NOTE: 18.75" Radius For Ford E-Series/F-Series, Dodge, Chevy G-Series, CK and TerraStar	1	0.00	0.00
15-02-2500	Standard Cast Fuel Fill Housing SHOP NOTE: Mounted On The Streetside Of The Module Body Aft Of Rear Axle.	1	0.00	0.00
15-02-2600	Standard Cast Urea Fill Housing SHOP NOTE: Mounted On The Streetside Of The Module Body Forward Of Rear Axle.	1	0.00	0.00
15-DL-9902	Standard Lowered Front Body Skirts F-Series & Dodge SHOP NOTE: Includes Double Step In Stepwell.	1	0.00	0.00
	MODULE DOORS AND WINDOWS	1	0.00	0.00
20-00-0100	2 Red Reflectors On Each Module Entry Door SHOP NOTE: One Mounted At The Top And One Mounted At The Bottom.	1	0.00	0.00
20-00-0500	Combination Extruded/Pan Formed Module Entry Doors SHOP NOTE: With Clean Seal #50512 Door Gaskets. Includes Stainless Steel Sill Plates.	1	0.00	0.00
20-01-0000	Full Height Side Entry Door With Gas Style Hold-Open SHOP NOTE: Position The Hold-Open At 90 Degrees.	1	0.00	0.00
20-01-1000	Side Entry Door Threshold With Non-Slip Tape	1	0.00	0.00
20-01-2900	Sliding Side Entry Door Window (Bronze Tint) SHOP NOTE: Sliding Window With Screen And Bronze Tint.	1	150.00	150.00

PART NO	DESCRIPTION	QTY	EACH	EXTENDED
20-01-3500	Rear Doors With Grabber Style Hold-Opens	1	0.00	0.00
20-01-5400	Fixed Rear Entry Door Windows (Bronze Tint) SHOP NOTE: With Bronze Tint Option.	1	150.00	150.00
20-01-9000	Delete Exterior Assist Rail On Side Or Rear Entry Doors (Ea) SHOP NOTE: Specify Deletion Location: Side And Rear Entry Doors.	3	-25.00	-75.00
20-02-0000	Tri-Mark 30-8 Door Latches With Non-Slip Tape	1	0.00	0.00
20-02-1500	Secondary Exterior & Interior Rear Door Paddle Latch Standard	1	0.00	0.00
20-02-2500	Shielded Cable Activated Module/Compartment Door Latches	1	0.00	0.00
20-02-3500	Cage Nuts On All Door Panels	1	0.00	0.00
20-02-4500	Brushed Stainless Steel Lower Module Entry Door Trim Panels	1	200.00	200.00
20-02-5500	Stainless Trim On Hinge Side Of Door Extrusions (Ea) SHOP NOTE: Specify Location: P-1 Compartment. P-4 Compartment. P-5 Compartment. D-1 Compartment. D-2 Compartment. D-3 Compartment. Both Doors. Both Rear Doors. Includes Non-Hinged Sides Of The Both Doors.	11	75.00	825.00
20-02-6010	Diamond Plate Side Entry Door Stepwell W/NFPA Tread & Sealed Seam Edges SHOP NOTE: Both Steps.	1	150.00	150.00
	EXTERIOR COMPARTMENTS	1	0.00	0.00
25-00-0100	SPECIAL NOTE TO DEALER SHOP NOTE: Custom Compartment Options/Designs Not Listed In The Published Options List MAY Result In Additional Charges.	1	0.00	0.00
25-00-0200	2 Red Reflectors On Each Full Height Compartment Door SHOP NOTE: One Mounted At The Top And One Mounted At The Bottom. One Reflector Mounted On Each Standard Height Compartment Door.	1	0.00	0.00
25-00-0500	Combination Extruded/Pan Formed Compartment Doors SHOP NOTE: With Clean Seal #50512 Door Gaskets And Stainless Steel Sill Plates. Includes Gas Style Hold-Opens Unless Otherwise Noted. Special Note To Production: Position All Gas Hold-Opens For Maximum Allowable Door Opening. Does Not Include Doors That May Hit Other Compartment Doors.	1	0.00	0.00
25-00-0600	Polished Diamond Plate Exterior Compartment Door Panels	1	0.00	0.00
25-01-0000	Magnetic Compartment Door Switches	1	0.00	0.00
25-01-1000	Polyurethane Compartment Lining-Standard Gray	1	0.00	0.00
25-01-3100	Luma Bar 21" LED Strip Light Exterior Compartment Light (Ea) SHOP NOTE: MANUFACTURER WARRANTY ONLY APPLIES.	8	71.00	568.00

PART NO	DESCRIPTION	QTY	EACH	EXTENDED
	(1) D-2 Compartment. Install Across Ceiling At Opening. (2) D-2 Compartment - Near Door Frame. (1) D-3 Compartment. Install Across Ceiling At Opening. (2) P-1 Compartment Corner Of Compartment At Wall #2 / Wall #3 (1) Above Center Fixed Shelf And (1) Below Center Fixed Shelf. (2) P-4 Compartment - Near Door Frame.			
25-01-3200	Luma Bar 42" LED Strip Light Exterior Compartment Light (Ea) SHOP NOTE: MANUFACTURER WARRANTY ONLY APPLIES.	2	142.00	284.00
	(1) P-1 Compartment At Edge Near Door Hinge. (1) P-5 Compartment On Wall #3 - Start At Ceiling and Extend To Above Stairchair Area.			
25-01-3210	Luma Bar 64" LED Strip Light Exterior Compartment Light (Ea) SHOP NOTE: MANUFACTURER WARRANTY ONLY APPLIES.	5	213.00	1065.00
	(1) P-5 Compartment. On Wall #1. (2) D-1 Compartment - Near Door Frame. (2) D-3 Compartment - Near Door Frame.			
25-01-3300	Stainless Steel Compartment Vents	1	0.00	0.00
25-01-3500	Full Height Paraliner Curbside Front IS/OS Compartment SHOP NOTE: P-1 Compartment.	1	0.00	0.00
25-01-6000	Aluminum Adjustable IS/OS Compartment Shelf (Ea) SHOP NOTE: Smooth Aluminum Shelves. Includes Rubber Mat. Specify Lip Size: 1".	3	50.00	150.00
	(1) Adjustable In The Upper Section. (1) Adjustable In The Lower Section. (1) Permanent Shelf - 3/4" PVC. Vortex Covered.			
25-01-7000	Vortex Lined Walls In IS/OS Compartment SHOP NOTE: Specify Color: Gray.	1	150.00	150.00
25-01-7500	Paraliner Curbside Front Battery Compartment SHOP NOTE: P-2 Compartment.	1	0.00	0.00
25-02-0000	Paraliner Curbside Rear Backboard Compartment SHOP NOTE: Includes Fixed Vertical Divider And Horizontal Shelf. Delete The Hold-Open And Use Rubber Bumpers. Horizontal Shelf Starts Above The Stairchair. Must Allow For (2) Backboards / (1) FW EXL Scoop And Stryker #6252 Stairchair.	1	300.00	300.00
25-02-1000	Add Paraliner Curbside Utility Compartment Behind Wheel Well SHOP NOTE: P-4 Compartment.	1	300.00	300.00

PART NO	DESCRIPTION	QTY	EACH	EXTENDED
	For Fire Personnel Gear.			
25-02-1500	Single Door Paraliner Streetside Front Storage Compartment SHOP NOTE: D-1 Compartment.	1	0.00	0.00
	For Main Oxygen Storage And Other Miscellaneous Storage.			
25-02-4000	Add Paraliner Streetside Intermediate Compartment SHOP NOTE: D-2 Compartment.	1	300.00	300.00
	Intermediate Single Door Compartment Ahead Of The Wheel Well Area.			
25-02-6500	Double Door Paraliner Streetside Rear Storage Compartment SHOP NOTE: D-3 Compartment.	1	300.00	300.00
	Custom Height. Interior Height to Be 40" H. Width To Be 40".			
	To Be For Fire Fighter Gear And Other Fire Fighting Equipment.			
25-03-2000	Delete Paraliner Left Rear Backboard Compartment SHOP NOTE: Specify Alternate Backboard Compartment Location: P-5 Compartment.	1	-300.00	-300.00
25-11-8010	Smooth Aluminum Adjustable Shelf W/ Ribbed Rubber Matting (Ea) SHOP NOTE: Smooth Aluminum With 1.50 Lips. Specify Compartment: (2) D-1 Compartment. Above Main Oxygen. Full Width Of Compartment. (2) P-5 Compartment Above Stairchair Area.	4	200.00	800.00
25-12-1110	S.V.I. Adjustable Ceiling Backboard Divider (Ea) SHOP NOTE: P-5 Compartment.	1	150.00	150.00
	Install An Adjustable Divider In The Ceiling Of The Rear Backboard Compartment To Prevent The Backboards From Coming Out Of The Compartment When The Door Is Open. Divider To Be Full Width Of The Backboard Area Only. Hang Down From The Compartment Ceiling Approximately 16" To Cover The Last 2"-3" Of The Backboard. The Last 1" Shall Be Angled Towards The Exterior With 30 Degree Angle.			
25-12-1200	S.V.I. Adjustable Long Board Slots (Ea) SHOP NOTE: Includes 2" Seat Belt Style Strap Across The Front Of The Dividers. (Ship Loose For Customer Installation). Includes 2 Vortex Covered Back Wall Cushions. Specify Location: (2) P-5 Compartment On Wall #2 Left Side Of The Vertical Divider.	2	100.00	200.00
25-12-8000	Add IS/OS Access To Exterior Compartment (Ea) SHOP NOTE:	1	300.00	300.00

PART NO	DESCRIPTION	QTY	EACH	EXTENDED
	Specify Compartment: (1) P-5 Compartment. Access To Top Portion Of Compartment Only. 16" H. Installed At Ceiling Height And Extend Down.			
25-12-9000	Black Dri-Deck On Compartment Floor (Each) SHOP NOTE: Specify Compartment: P-1 Compartment. P-4 Compartment. P-5 Compartment. D-1 Compartment. D-2 Compartment. D-3 Compartment.	5	60.00	300.00
25-12-9500	Black Dri-Deck On Compartment Shelf (Each) SHOP NOTE: Specify Shelf: All Compartment Shelves.	10	60.00	600.00
25-13-5600	2" Seat Belt Style Compartment Equipment Strap (Ea) SHOP NOTE: Specify Compartment Location: D-1 Compartment. Install From Wall #1 To Divider. Adjust Strap Length To Fit Area With 6" Of Slack For Adjustment.	1	75.00	75.00
25-CS-0710	Vortex Wall Plate with Vortex Horizontal Shelf Track For Mounting Equipment (ea) SHOP NOTE: Specify Compartment: (1) D-2 Compartment. (1) D-3 Compartment. Size Of Plate: Full Height X Full Width. Install Vortexed Shelf Track Horizontally On Wall #2 Of The Compartment. Install .188" Vortex Covered Aluminum Plate On The Tracks. Full Width Of The Rear Wall. Customer Will Install Equipment On The Plate.	2	300.00	600.00
25-CS-0720	Vortex Angled Bracket for SCBA Tanks (ea) SHOP NOTE: Specify Compartment: (1) D-2 Compartment. Install On Wall #2 / Wall #3 Compartment. (2) D-3 Compartment. Install (1) On Wall #1 / Wall #2 And (1) On Wall #2 / Wall #3. Mount .188 Thick Vortexed Angled Plates In Compartment In Corner For SCBA Storage Brackets. Plates To Allow Brackets To Be Nut/Bolted To Plates. Design With Bracket Bolting To Welded Angle Plate In Corner.	3	150.00	450.00
25-DL-0100	PAC Tool SHOP NOTE: Specify Custom Option: Supply / Install PAC Ironslok In D-3 compartment For Axe / Haligan. Part #K5003.	1	300.00	300.00

PART NO	DESCRIPTION	QTY	EACH	EXTENDED
	NON MAPC OPTION.			
25-DL-0200	Custom Compartment Notch SHOP NOTE: Specify Custom Option: Notch Exterior D-2 Compartment For Recessed Suction Below Action Area Countertop. MAPC Option #25-SP-0300.	1	150.00	150.00
	REAR STEP AND BUMPER ASSEMBLY	1	0.00	0.00
30-01-0000	Rear Bumper With Angled Style End Caps (LOW) SHOP NOTE: Includes Standard Reinforced Corner Angle Supports. Overall Bumper Cannot Exceed 17.75" (Top Of Ground To Top Of Finished Bumper). The Bumper Will Drive Under Apparatus When Parked In Building.	1	0.00	0.00
30-01-2510	Vortex Covered Steel Bumper Sub-frame	1	550.00	550.00
30-01-3000	Recessed Rear Kick Plate For Bumper Flip Up Section SHOP NOTE: Requires Lowered Bumper	1	300.00	300.00
30-01-3500	Custom Diamond Plate Rear Kick Plate SHOP NOTE: With Sealed Top Edge. To Be In Recessed Area And Extend Outboard Stopping In Line With Door Vertical Hinges. Smooth Aluminum On Rear Wall Except For The Custom Rear Kick Plate.	1	0.00	0.00
	IMPACT RAILS, STONE SHIELDS AND RUNNING BOARD	1	0.00	0.00
35-01-0000	One Piece Body Side Panels With Lower Impact Rails SHOP NOTE: Includes Lower Impact Rails Only.	1	0.00	0.00
35-01-3000	Diamond Plate Running Boards With Grip Strut	1	150.00	150.00
35-01-7110	Whelen 2G 4" Round L3 Intensity Chrome Flange Mounted Running Board Lights (Pr) SHOP NOTE: #20COCD CR with #2GFLANGC 2G Series ABS Chrome Plated Flange Kit For Surface Mount Use Deutsch Waterproof Connectors	1	302.00	302.00
35-01-7500	Rear Mud Flaps With Metal Plated Bottoms SHOP NOTE: Stainless Steel Plated Bottoms.	1	0.00	0.00
35-01-9000	Stainless Steel Compartment And Entry Door Sill Plates	1	0.00	0.00
35-02-0000	Drip Rail Over Door (Ea.) SHOP NOTE: Install Over All Module Entry Doors And Compartment Doors.	9	25.00	225.00
35-02-1000	24" High Front Stone Guards SHOP NOTE: With Sealed Top Edge.	1	0.00	0.00

PART NO	DESCRIPTION	QTY	EACH	EXTENDED
35-02-5500	Polished Stainless Steel Plate Under Fuel Fill Area	1	100.00	100.00
35-02-5500	Polished Stainless Steel Plate Under Urea Fill Area	1	100.00	100.00
	ELECTRICAL SYSTEM	1	0.00	0.00
40-00-0550	Elite G3 Touch Screen Electrical System SHOP NOTE: Includes: (1) Front Switch Panel, (1) Rear Switch Panel. Install With Nutcerts. (2) Carling Switches (1) Check Out Light Circuit (1) Momentary Disable Switch For Curb Side Scene Lights. Standard Location Is The R.F.S. Cabinet. (1) Electric Oxygen with Regulator And Oxygen Display. Regulator Mounted On A Bracket Remote From The Oxygen Tank. Includes High Pressure Hose From The Tank To The Regulator. (3) Power Point Studs - They Will Include A Full-time Hot, Battery On (Ignition Hot), & Ground. These Are Rated 20 AMPS Or Less. Location: Electrical Closet. (1) Back-Up Camera (ASA VCCS150) (This Camera Will Be Displayed Thru The Elite Front Touch Screen). Auto "ON" With Reverse Mode. Use Black Camera ILO White. If Centerstrip Lights Are Not Ordered Then The R.F.S. Switch Will Turn On Both Sets Of Dome Lights On High. Streetside Dome Lights On Low With Entry Door. Inverter Will Come On With Ignition If One Is Specified, Along With Button Provided On Switch Panel. OEM Horn Shall Not Sound Thru Steering Wheel Siren Operation.	1	0.00	0.00
40-01-0301	Add Second Rear Touch Screen (Elite System) SHOP NOTE: Specify Mounting Location: (1) Angled Cabinet Below Head End Squad Bench Bandage Cabinet.	1	2000.00	2000.00
40-01-0610	Relocate GFI Breaker Box to Cab Area SHOP NOTE: Behind Driver's Seat. Requires Additional Cab / Module Wire Run Boot On Type I.	1	150.00	150.00
40-01-2000	Reverse Activated Alarm With Momentary Auto Reset Switch SHOP NOTE: ECCO #575 Alarm.	1	0.00	0.00
40-01-5000	Super Auto Eject Shoreline - 20 Amp SHOP NOTE: Specify Location: Above D-2 Compartment. REQUIRES INTERIOR ACCESS PANEL. Specify Inlet Cover Color: (Red/White/Yellow/Gray).	1	275.00	275.00
40-01-6900	**FACTORY USE ONLY** SHOP NOTE:	1	0.00	0.00

PART NO	DESCRIPTION	QTY	EACH	EXTENDED
	Shoreline Inlet Adapter Plug Present.			
40-01-7500	Shoreline On Indicator Light (Exterior) SHOP NOTE: Mounted Above Or Near The Shoreline Inlet. (Red Lens). Whelen "OS" Series Non-Flashing Is The Std. Light. (1) Light Per Breaker. Includes Appropriate Labels. Mount Side By Side And As Close Together As Possible (Within Reason) And Allow For Labels To Be Centered Above / Below Each Light.	2	75.00	150.00
40-02-3500	Vanner 20-1050 CUL 1000W Inverter With Display Includes 55 Amp Battery Charger SHOP NOTE: Specify Remote Charger Display Location: Driver Side Of Cab Console. Specify Remote Inverter Display Location: Electrical Closet Door - Up High.	1	1300.00	1300.00
40-03-0000	Action Area Cigarette Style 12 Volt Outlet SHOP NOTE: Full Time Hot Circuit.	1	0.00	0.00
40-03-2000	R.F.S. Cabinet Cigarette Style 12 Volt Outlet SHOP NOTE: Mounted In On Wall #1. Up High. Full Time Hot Circuit.	1	0.00	0.00
40-03-5500	Add Cigarette Style 12 Volt Outlet (Ea) SHOP NOTE: Full Time Hot Circuit. Specify Location: (1) Above Squad Bench Head End Cabinet. (1) R.F.S. Cabinet In The Upper Section Up High On Wall #1. (1) Above Pass-Thru Lower Bulkhead Cabinet On The Side Of The R.F.S. Cabinet. (1) Cab Front Console. Install On Front Edge Of Console - Not Visible From Top Or Sides. Install Towards Passenger Seat In Lower Section To Allow Cell Phone Charger To Be Plugged Into Outlet. Cannot Interfere With OEM Dash.	4	50.00	200.00
40-03-6000	Action Area 125 Volt Outlet	1	0.00	0.00
40-03-7000	R.F.S. Cabinet 125 Volt Outlet SHOP NOTE: Mounted In On Wall #1. Up High.	1	0.00	0.00
40-03-8500	Add 125 Volt Outlet (Ea) SHOP NOTE: Specify Location: (1) R.F.S. Cabinet In The Upper Section Up High On Wall #1. (1) Above Pass-Thru Lower Bulkhead Cabinet On The Side Of The R.F.S. Cabinet. (1) Main Action Area Near Side CPR Seat. (1) Above Squad Bench Head End Cabinet. (1) Lower Pass Thru Cabinet For Printer. Install In Lower Section On Wall #3 Near Wall #2.	6	60.00	360.00

PART NO	DESCRIPTION	QTY	EACH	EXTENDED
	(1) Lower Pass Thru Cabinet For Stryker Battery Charger. Install In Lower Section On Wall #1 Near Wall #2.			
40-03-8610	Kussmaul 091-219 USB Dual Charging Port SHOP NOTE: Specify Location: (1) Cab Front Console. (1) Above Lower Pass Thru Cabinet On RFS Wall. (1) Main Action Area Near 12V / 125V Outlets.	3	75.00	225.00
40-04-4000	Power Door Locks For Side Entry & Rear Entry Doors	1	0.00	0.00
40-04-4500	Additional Power Door Lock (Ea) SHOP NOTE: Door Locks Are Wired Thru The O.E.M. Door Lock Switches. Door Locks Are Thermally Protected With Pulsed Signals. Specify Compartment Location: (1) P-1 Compartment. (1) P-4 Compartment. (1) P-5 Compartment. (1) D-1 Compartment. (1) D-2 Compartment. (1) D-3 Compartment. Does NOT Include P-2 Battery Compartment.	6	125.00	750.00
40-04-5500	Hidden Switch In P-2 Compartment For Power Door Locks (Unlock Only) SHOP NOTE: Install In P-2 Compartment On Wall #3. Use Rear License Plate Style Switch ILO Plunger Style Switch.	1	125.00	125.00
40-04-7000	Interior Body Switch For Power Door Locks (Ea) SHOP NOTE: Specify Location: (1) Side Entry Door. (1) Primary Rear Entry Door.	2	195.00	390.00
40-05-0501	2 Kenwood Speakers Mounted In The Ceiling (Ducted AC) SHOP NOTE: Volume Control Mounted In The Street Side Action Area. KFC-1365S Speakers.	1	130.00	130.00
40-05-1600	12 Volt Power And Ground Circuit For Flashlight (Ea) SHOP NOTE: Specify Location: (2) D-3 Compartment. Install (1) Wall #1 / Wall #2 Corner Up High And (1) Wall #2 / Wall #3 Corner Up High. Leave 4' Of Lead. Does NOT Include Handlights.	2	75.00	150.00
40-DL-0100	Streamlight Fire Vulcan LED (Ea) SHOP NOTE: Specify Custom Option: (2) Installed In D-3 Compartment. MAPC OPTION #40-05-3400.	2	275.00	550.00
	INTERIOR LIGHTING	1	0.00	0.00

PART NO	DESCRIPTION	QTY	EACH	EXTENDED
45-01-0000	Oxygen Compartment Light	1	0.00	0.00
45-01-0500	Side Entry Door Stepwell Light	1	0.00	0.00
	SHOP NOTE: Whelen 3" Round Super-LED Surface Mounted			
45-01-2600	Whelen #80C0EHCR "LED" Round Ceiling Light ILOS (Ea)	8	140.00	1120.00
	SHOP NOTE: Frosted Lens.			
	(4) Streetside. (4) Curbside.			
45-01-3000	12" Grote 60591 LED Action Area Light	1	0.00	0.00
45-01-8600	TecNiq Model E410 LED Strip Light For Interior Cabinet Each	9	150.00	1350.00
	SHOP NOTE: Add Strip Light To Interior Cabinets. Match Stoughton MA #3476. Both Sides Close To Front/Face Of Cabinet And Across The Ceiling.			
	Wired To Switch In Panel - Cabinet Lights.			
	Does Not Include Slide-Out Drawers.			
	EXTERIOR LIGHTING	1	0.00	0.00
50-01-0001	Whelen M6 Series "LED" Stop/Tail Lights (Pr)	1	0.00	0.00
	SHOP NOTE: Mounted Above The Standard Rear Kick Plate Panel Height.			
50-01-6001	Whelen M6 Series "LED" Amber Turn Lights (Pr)	1	0.00	0.00
	SHOP NOTE: Mounted Above The Rear M6 Series LED Stop/Tail Lights.			
	Wire To Flash Sequentially In The Direction Of The Arrow.			
50-02-7000	Whelen M6T Series "LED" Amber ArrowTurn Light IATS (Pr)	1	288.00	288.00
	SHOP NOTE: Specify Location: Front Of The Module Directly Below The Whelen M9 Flashers.			
	Wire To Flash Sequentially In The Direction Of The Arrow.			
50-02-9000	C.P.I. License Plate Housing	1	0.00	0.00
	SHOP NOTE: Includes Dual LED Lights.			
50-02-9501	Whelen M6 Series LED Back-Up Lights (Pr)	1	425.00	425.00
	SHOP NOTE: Mounted Above The Rear Turn Lights Unless Otherwise Specified.			
50-03-4901	Two Reverse Activated Whelen M9LZC Rear Load Lights	1	840.00	840.00
50-03-8401	Whelen M9LZC Side Scene Lights (Two Each Side)	1	1680.00	1680.00
	SHOP NOTE: Space Out As Far As Possible.			
50-03-9000	Right Side Scene Lights On With Open Side Entry Door	1	0.00	0.00
50-04-2000	Rear Side Scene Lights On In Reverse IATS	1	50.00	50.00
50-04-5000	Wire Rear Emergency Light Flashers To Brake Circuit IATS	1	50.00	50.00
	SHOP NOTE: Specify Light Location:			

PART NO	DESCRIPTION	QTY	EACH	EXTENDED
	Upper Outer M9 Lights On The Rear Of The Module.			
50-04-5510	3" Round Super-LED Surface Mounted Compartment Door Flashing Light (Ea) SHOP NOTE: Specify Location(s): Each Vertical Hinged Storage Compartment In Lower Corners. P-1, P-4, P-5, D-1, D-2, D-3x2. Part # 3SR00FRR. RED LED With RED Lens. Wire Streetside Lights Together. Wire Curbside Lights Together. Use Magnetic Door Switches.	8	100.00	800.00
50-04-5710	3" Round Super-LED Surface Mounted Compartment Door Flashing Light (Ea) SHOP NOTE: Includes Individual Door Switch Circuit. Specify Location(s): (2) Side Entry Door. (1) High / (1) Low. RED LED With CLEAR Lens.	2	275.00	550.00
50-04-7501	Whelen "OS" Series LED ICC Marker Lights ILOS (Ea)	8	14.00	112.00
50-04-8000	Innovative Lighting Slimline Rear DOT/Brake Light SHOP NOTE: Mounted Above The Rear Doors. Mounted Above The Drip Rail Unless Otherwise Specified. Mid Sections To Be Wired Thru The Brake Light Circuit.	1	0.00	0.00
50-04-8100	Innovative Lighting Slimline Front DOT Light SHOP NOTE: Mounted Above The Drip Rail Unless Otherwise Specified.	1	0.00	0.00
	RADIO PROVISIONS AND AIR HORNS	1	0.00	0.00
	SHOP NOTE: Does NOT Include Installation Of Customer Supplied Radio Equipment. All Customer Supplied Radio Equipment Must Be Received At Life Line Prior To Construction Start Date.			
55-01-8400	Three Power Point Studs Located In The Interior Electrical Compartment SHOP NOTE: The Studs Shall Include A Full-Time Hot, Ignition Hot And Ground. These Are Rated 20 AMPS Or Less.	1	0.00	0.00
55-01-8500	KE-794 Antenna Base With Coax SHOP NOTE: Specify Termination Location: (1) Front Module Roof To The Cab Front Console.	1	0.00	0.00
55-02-1500	KE-794 Module Roof Antenna Base/Coax (Ea) SHOP NOTE: Specify Termination Location: (1) Mid Module Roof To The Front Console. (1) Mid Module Roof To The Rear Action Area. (1) Rear Module Roof To The Rear Action Area.	3	75.00	225.00
55-02-5800	Radio Pre-Wire Power Buss Bar Over 20 AMP (Ea) SHOP NOTE:	3	225.00	675.00

PART NO	DESCRIPTION	QTY	EACH	EXTENDED
	Full Time Power And Ground And Battery On (Ignition On) Circuits. Buss Bar Termination Studs. Specify Termination Location: (1) Under Front Cab Console. (1) Behind Driver Seat Base. Inboard Toward Seat Belt. (1) Behind Streetside Rear Action Area Switch Panel. Specify What Amperage Is Needed: 40 Amp.			
55-02-6500	Install Customer Supplied Radio Cables (Ea) SHOP NOTE: Specify Routing And Termination Location: Up To (3) Total. ALL CABLES MUST BE MARKED FOR ORIGIN AND TERMINATION.	3	125.00	375.00
55-DL-0100	Havis Shields Equipment Bracket - Supply & Install - Need Brand / Model Of Radio SHOP NOTE: Specify Custom Option: (1) Front Cab Console. (1) Rear Main Action Area. Final Locations To Be Determined. MAPC OPTION #55-SP-0200. ***SIRENS AND EMERGENCY LIGHTING***	2	125.00	250.00
		1	0.00	0.00
60-01-2000	Federal EQ2B Electronic Siren System ILOS SHOP NOTE: PENDING AVAILABILITY ON SOME CHASSIS MODELS. Includes EQ2B-FM Flush Mount Control Head.	1	1007.00	1007.00
60-01-4500	Federal ESB-12FHDC Behind Bumper Siren Speakers (F-Series)	1	0.00	0.00
60-01-9001	4 Whelen M9 Series "LED" Side Module Warning Lights SHOP NOTE: Part # M9RC Mount The Side Lights Inline. RED LED With CLEAR Lens. Wired To Primary / Secondary.	1	424.00	424.00
60-02-5000	Delete The 2 Standard Front Module Warning Lights (Credit) SHOP NOTE: See Option #60-071530 For Required PRI/SEC Lights.	1	-228.00	-228.00
60-02-8100	Delete The Standard Center Front Module Warning Light (Credit) SHOP NOTE: See Option #60-071530 For Required PRI/SEC Lights.	1	-114.00	-114.00
60-02-9501	2 Whelen M9 Series "LED" Rear Module Warning Lights SHOP NOTE: Part # M9RC.	1	212.00	212.00

PART NO	DESCRIPTION	QTY	EACH	EXTENDED
60-03-3001	<p>RED LED With CLEAR Lens.</p> <p>Wired To Primary / Secondary.</p> <p>1 Whelen M6 Series "LED" Center Rear Module Warning Light SHOP NOTE: Part #M6AC.</p>	1	106.00	106.00
60-04-4610	<p>AMBER LED With CLEAR Lens.</p> <p>Required Due To Quantity Of Lights Above Rear Doors And Rear Observation Camera.</p> <p>Wired Primary/Secondary.</p> <p>Emergency Lights On In Reverse SHOP NOTE: Wired To "Rear Flasher" Switch / Circuit.</p>	1	0.00	0.00
60-04-7010	<p>Includes Cut-Out Switch In Front Switch Panel.</p> <p>2 Whelen M4 Series "LED" Lower Grille Lights SHOP NOTE: Part #M4RC.</p> <p>RED LED With CLEAR Lens.</p> <p>Wired To Primary / Secondary. Off In Secondary Mode.</p> <p>Wire (4) Grille Lights To Flash In "X" Pattern. See 60-DL-0200 For Additional Grille Lights.</p> <p>NON MAPC OPTION.</p>	1	209.00	209.00
60-05-0400	<p>2 Whelen ION Split Red / Clear "LED" Intersection Lights SHOP NOTE: Part #WIONSMD.</p> <p>Split RED / CLEAR LED With Clear Lens. Includes Chrome Flange. Install Clear LED On Forward Side.</p> <p>Wired To "Rear Flasher" Switch / Circuit. Wire To Flash Red Opposite Clear.</p> <p>Wire Thru PRI/SEC Switch / Circuit. Cut-Out In Secondary.</p> <p>NON MAPC OPTION.</p>	1	200.00	200.00
60-06-6001	<p>2 Whelen M7 Series "LED" Rear Wheel Well Lights SHOP NOTE: Part #M7D.</p> <p>Split RED / CLEAR LED With CLEAR Lens. Install Clear Lens On Forward Side.</p> <p>Wired To "Rear Flasher" Switch / Circuit. Wire To Flash Red Opposite Clear.</p> <p>NOTE TO MAPC: Upcharge For Split Color LED.</p>	1	477.00	477.00

PART NO	DESCRIPTION	QTY	EACH	EXTENDED
60-07-1530	<p>7 Whelen M9 Series "LED" Front Module Warning Lights Clear Lens</p> <p>SHOP NOTE: (6) Part # M9RC. (1) Part #M9C.</p> <p>Outboard Red LED Flashers And Center Clear LED Flasher To Be Wired To Primary / Secondary.</p> <p>Remaining (4) M9R Red LED Flashers To Be Wired To "Front Flasher" Switch / Circuit.</p> <p>All Lights Include CLEAR Lens.</p>	1	1558.00	1558.00
60-10-0160	<p>Rear Window Level Whelen M9 Red Or Amber Or Blue Or Clear "LED" Lights (2)</p> <p>SHOP NOTE: (2) M9 Mounted To Show Thru The UPPER Portion Of The Rear Door Windows. (1) Blue / (1) Amber.</p> <p>(2) M9 Mounted To Show Thru The LOWER Portion Of The Rear Door Windows. Red.</p> <p>The Four Lights At UPPER/LOWER Rear Window Level To Flash In "X" Pattern.</p> <p>All Lens To Be CLEAR.</p>	2	662.00	1324.00
60-10-2100	<p>Whelen M9 Red Or Amber Or Blue Or Clear "LED" Light (Ea)</p> <p>SHOP NOTE: (1) M9 Mounted On The Rear of The Module Between The Left Rear Flood / Scene Light And The KKK Required Light. RED.</p> <p>(1) M9 Mounted On The Rear of The Module Between The Right Rear Flood / Scene Light And The KKK Required Light. RED.</p> <p>(2) Lower Kick Panel Above Outboard End Bumper Pod. Raise Above Bumper Pod. Top Of Light To Be At Bottom Of Doors When Open.</p> <p>Wire To "Rear Flashers" Flasher / Switch.</p> <p>All Lens To Be CLEAR.</p>	4	331.00	1324.00
60-11-5000	<p>Whelen AFM560 LED/Halogen Flasher 5-Outlet 60 Watts (Ea)</p> <p>SHOP NOTE: #1 Wired To PRI/SEC Lights As Required By MA OEMS. Includes All (6) LED Flashers In Grille Area. Forward Facing Grille Lights To Flash In "X" Pattern.</p> <p>#2 Wired To "Rear Flasher" Switch / Circuit. (2) Rear Wheel Well M7 Series LED Light Heads. Switch Only. (4) Rear Window Level M9 Series LED Light Heads. (2) Upper Rear M9 Lights Above Rear Doors. (2) Lower M9 In Kick Panel Above Bumper Pods.</p> <p>#3 Wired To "Front Flasher" Switch / Circuit. (4) Lights On Front Of Module [2-Each Side Of Center Clear].</p> <p>Include Scan-Lock Switch In The Electrical Cabinet.</p> <p>Include Scan Lock Button In Electrical Cabinet For Each Flasher.</p>	3	220.00	660.00

PART NO	DESCRIPTION	QTY	EACH	EXTENDED
	Allows The End User To Change Flash Patterns Remotely.			
60-DL-0100	Low Power Switches SHOP NOTE: Low Power Switches: Add "Low Power" Switch Wired To "Rear Flasher" Circuit / Switch. Do Not Include A Switch Outside Of The System Due To Space Restraints Within The Console	1	0.00	0.00
60-DL-0200	Whelen M4 Red Super "LED" Light -Grille / Sides SHOP NOTE: Specify Custom Option: (2) Whelen #M4RC. RED LED With CLEAR Lens. Includes Chrome Flange Kit. Install Lights On The Sides Of The Grille Near Headlights. (2) #M4RC. RED LED With CLEAR Lens. Includes Chrome Flange Kit. Install Lights In The Upper Grille Area - Forward Facing. Wired To Primary / Secondary. Off In Secondary Mode. Wire (4) Forward Facing Grille Lights To Flash In "X" Pattern. See 60-04-7010 For Additional Lower Grille Lights. NON MAPC OPTION.	4	200.00	800.00
	PATIENT COMPARTMENT	1	0.00	0.00
65-00-9900	SPECIAL NOTE TO DEALER SHOP NOTE: Custom Cabinet Options/Designs Not Listed In The Published Options List MAY Result In Additional Charges.	1	0.00	0.00
65-01-3000	1/4" Clear Polycarbonate Sliding Doors On Cabinets SHOP NOTE: Includes Brushed Finish Interior Trim.	1	0.00	0.00
65-02-2010	Delete All Cot Mounts For Power Load Set-Up	1	0.00	0.00
65-02-2220	"Gold Package" Stryker Power Load System SHOP NOTE: Includes: Floor Structure - Tapping Blocks. Pre-Wire With 10 Gauge Power And Ground With A 15 Amp Circuit Breaker Powered By Shoreline Or Battery "On" Power. The Power And Ground Is Run To Inside The Track. Power Load Floor Plate Kit #6390-700-001 - (Needs To Include Track Cover). Power Load Antier Bolt Kit #6390-700-003 (Knobs Only). Trolley To Be Supplied By Sandwich Fire And Installed By SVI Prior To Delivery.	1	1400.00	1400.00
65-02-2310	Short Push Rail and Stand Up Mount	1	578.00	578.00
65-02-8000	L.R.O. Cabinet With Speed Load Door SHOP NOTE: With Positive Lock Feature. To Include [1] PVC Shelf.	1	100.00	100.00

PART NO	DESCRIPTION	QTY	EACH	EXTENDED
	Width Adjusted Due To Location Of Side CPR Seat.			
65-03-3500	Cabinet Above The Side Seat With Speed Load Door SHOP NOTE: With Positive Lock Feature.	1	200.00	200.00
65-03-7500	L.F.O. Cabinet With Speed Load Door SHOP NOTE: With Positive Lock Feature. To Include [1] PVC Shelf.	1	100.00	100.00
	Width Adjusted Due To Location Of Side CPR Seat.			
65-04-1500	Left Rear Base Cabinet With Speed Load Door SHOP NOTE: With Positive Lock Feature. Includes (1) Adjustable Shelf. Includes Sliding Polycarboante Doors. Installed Below L.R.O And Above Exterior D-3 Compartment.	1	100.00	100.00
65-04-6600	Delete Standard Telemetry Area Cabinet	1	-100.00	-100.00
65-04-8100	Delete Standard Lower Telemetry Area Cabinet (Factory Use) SHOP NOTE: Deleted Due To Location Of Side CPR Seat.	1	0.00	0.00
65-04-8500	Action Area Cabinet With Hinged Framed Polycarbonate Doors SHOP NOTE: Full Height. From Countertop to Bottom Of LFO. Includes (1) Adjustable Shelf. Includes Mounting Electrical Options On Forward Section Of Cabinet. Storage Area To Be Full Height X 21" Wide X 7.5" Deep. Match #3786 North Smithfield.	1	0.00	0.00
65-05-0000	Slanted Action Area Switch Panel. SHOP NOTE: Includes Sliding Polycarbonate Doors Forward Of The Switch Panel. Not Full Height. Height To Allow For Elite Screen And 6" High Space For 2-Way Radio With Microphone Installed Below Screen. Radio Requires 8" Of Depth. Match #3786 North Smithfield.	1	100.00	100.00
65-05-0500	Lower Action Area Cabinet With Sliding Polycarbonate Door SHOP NOTE: Below Main Action Area Near Side CPR Seat. Interior Cabinet Dimensions To Be 17" H X 17" W x Full Depth.	1	0.00	0.00
65-05-3600	Delete STD Action Area Tip-Out Trash Cabinet (Factory Use) SHOP NOTE: Deleted Due To Custom Compartment Or Cabinet Design ILOS.	1	0.00	0.00
65-05-4500	Side Facing CPR Seat With Rear Hinged Lid For Storage SHOP NOTE:	1	75.00	75.00

PART NO	DESCRIPTION	QTY	EACH	EXTENDED
	Includes Lap Seat Belt.			
65-05-8500	EVS 1880S Child Rear Facing Seat On Pedestal/Swivel Base SHOP NOTE: Specify Medi-VAC Color: Gunmetal Gray. #1880S Seamless EVS Seat. Requires EVS Provided Pedestal Base For Compliance. Includes 3-Point Seat Belt.	1	875.00	875.00
65-06-2000	Rear Facing Electrical Cabinet And Door	1	0.00	0.00
65-07-0000	Right Front Upper ALS Cabinet With Solid/Polycarbonate Doors SHOP NOTE: Solid Surface Doors With Vented Polycarbonate Inserts. Full Height Right Front Stack With Center Fixed Shelf. 50/50 Split Layout.	1	75.00	75.00
65-07-3000	Right Front Lower ALS Cabinet With Solid/Polycarbonate Doors SHOP NOTE: Solid Surface Door With Vented Polycarbonate Inserts. Full Height Right Front Stack With Center Fixed Shelf. 50/50 Split Layout.	1	75.00	75.00
65-07-5300	Top R.F.S. Cabinet For Med Vault ILOS Heat/AC SHOP NOTE: For Med Vault Location. Included With Ducted HVAC.	1	0.00	0.00
65-07-9000	Add Cabinet In The Lower Walk-Thru Area SHOP NOTE: With Solid Surface Counter Top Area. Includes Dual Hinged Solid Doors With Adequate Vents. For Storage Of P470 Printer On Right Side, Stryker Battery Charger And Miscellaneous Paper Products. Cabinet To Be 16" High X Full Depth X Maximum Width. Printer To Be Installed On Right Side Of Cabinet (Wall #3). Paper Products And Battery Charger To Be Stored On The Left Side Of The Divider. Allow 14" Of Width Between Wall #3 And Divider. Left Side Of Full Height Divider To Include (2) Adjustable Shelves. Width Allows A Ream Of Paper To Be Installed In This Area.	1	500.00	500.00
65-08-0500	Curbside Squad Bench With 1 Piece Lid And No Divider SHOP NOTE: Includes 2 Sets Of Lap Seat Belts. Reduced Length Due To Head End Squad Bench Cabinet.	1	0.00	0.00
65-08-2000	Delete Squad Bench Post/Wheel Cups	1	-50.00	-50.00
65-08-3500	Squad Bench Head End Retaining Board And Cushion SHOP NOTE:	1	0.00	0.00

PART NO	DESCRIPTION	QTY	EACH	EXTENDED
	Includes Corian Countertop. See 65-DL-0100 For Countertop.			
	This Cabinet Will Be Approximately 16" Wide Front To Rear.			
	This Cabinet Will Have (3) Slide Out Drawers Facing Seated Area Of The Squad Bench. All Drawers To Be 6.5" H (ID).			
65-08-8500	Squad Bench Backrest Cushion	1	0.00	0.00
65-09-2000	Two Section Bandage Cabinet With Speed Load Doors SHOP NOTE: With Positive Lock Feature. Specify Cabinet Depth: 10".	1	500.00	500.00
65-09-6000	Recessed Glove Box Storage In Cushion Area Above Doors(Ea) SHOP NOTE: Recessed Storage Box With Top Hinged Polycarbonate Door. Specify Location: Above Rear Doors. (1) Each Side Of Clock. Specify Number Of Box Cut-Outs: Two (2) Total. SPECIAL NOTE: Unless Otherwise Specified, Cabinet Will Fit A 5" High x 10" Wide x 4" Deep Glove Box.	2	75.00	150.00
65-09-6100	Recessed Glove (Three) Box Storage In Side Door Cushion Area SHOP NOTE: Recessed Storage Box With Top Hinged Polycarbonate Door. SPECIAL NOTE: Unless Otherwise Specified, Cabinet Will Fit A 5" High x 10" Wide x 4" Deep Glove Box.	1	225.00	225.00
65-09-8510	70" Long Formed Streetside Ceiling Grab Rail SHOP NOTE: Mount As Close To Center Ducted Heat - A/C As Possible. Allow For Hand To Grab Rail.	1	0.00	0.00
65-09-9505	70" Long Formed Curbside Ceiling Grab Rail SHOP NOTE: Mount As Close To Center Ducted Heat - A/C As Possible. Allow For Hand To Grab Rail.	1	0.00	0.00
65-10-0500	Formed "L" Door Assist Rails Mounted On The Hinge Side	1	0.00	0.00
65-10-3000	Delete Formed Assist Rail On The Left Rear Wall	1	-25.00	-25.00
65-10-5000	Two C.P.I. #IV2008 Rubber Recessed IV Brackets SHOP NOTE: Mounted In The Mid/Rear Cot Position.	1	0.00	0.00
65-10-6100	Add C.P.I. #IV2008 Rubber Recessed IV Bracket (Ea) SHOP NOTE: Specify Location: Mounted In The Forward Cot Position.	2	55.00	110.00
65-10-9000	Southco M1 Stainless Cabinet Latches	1	0.00	0.00
65-11-3500	Locking Cabinet Drawer With Separate Key Lock (Ea) SHOP NOTE: Specify Cabinet Location: (3) Head End Of Squad Bench Cabinet Above Seated Area. All Drawers To Face Seated Area. Equal Sizes. To Be 6.5" H (ID).	3	310.00	930.00

PART NO	DESCRIPTION	QTY	EACH	EXTENDED
65-12-2810	BRG LED Digital Clock Mounted In Rear Head Cushion SHOP NOTE: Model # BRG618. Set To EST. Include Operation Manual At Delivery.	1	325.00	325.00
65-12-5200	CompX Regulator Series Lock (Ea) SHOP NOTE: Specify Location: Installed On Bottom (2) Slide-Out Drawers In Head End Squad Bench Cabinet.	2	150.00	300.00
65-12-5310	KNOX Medvault Recessed Model #5502 Premium SHOP NOTE: Specify Location: Upper Right Front Stack Cabinet At Ceiling Height. (1) 5520-Med Vault 2. With Audit Trail. Standard Door & WiFi. Recess Mount. Light Bar. Back Antenna.	1	1800.00	1800.00
65-12-7610	Drop In Sharps/Waste At The Head Of The Squad Bench Recessed W/Red Lexan Cover SHOP NOTE: In Front Of Head End Squad Bench Cabinet. Custom Waste Container. Small Sharps Container (Depth). Includes Solid Red Lexan Door With Pull Handle To Access Containers. Hinge Towards Slide-Out Drawers. Use Small 1 Qt. Sage Sharps Container. Bound Tree P/N 298900 Or Equal. Use Custom Fabricated Aluminum Box For Waste Container. Rectangular Style. Note To MAPC: Upcharge Due To Custom Waste Container.	1	400.00	400.00
65-13-5500	Additional Interior Adjustable Shelf (Ea) SHOP NOTE: Specify Cabinet Location: (2) Lower Pass Thru Cabinet. Installed On Left Side Of Divider.	2	25.00	50.00
65-14-1500	Squad Bench Height Brushed Scuff Protector On Right Wall SHOP NOTE: P-5 Compartment Wall Only.	1	175.00	175.00
65-14-4500	Adjustable Vertical Shelf Divider (Ea) SHOP NOTE: Specify Cabinet Location: (20) To Be Determined.	20	50.00	1000.00
65-15-0027	Interior Laminate: Fashion Gray High Gloss D381-01	1	100.00	100.00
65-17-0009	Seam Sealed Cushions Vinyl: All Star Pencil Gray 49104600 (Gunmetal)	1	0.00	0.00

PART NO	DESCRIPTION	QTY	EACH	EXTENDED
65-18-0002	Welding Between Cabinets: Light Gray	1	0.00	0.00
65-19-0011	Counter Tops (Main): Platinum SHOP NOTE: Standard with 1" Lip	1	0.00	0.00
65-20-0011	Counter Tops (Accent Stripe): Platinum SHOP NOTE: Standard with 1" Lip	1	0.00	0.00
65-21-0034	Lonseal Floor Selection: Lonplate II #424TX Gunpowder SHOP NOTE: Streetside Wall: 4". Full Height On Squad Bench Only. Standard 4" Roll Up On P-5 Wall.	1	0.00	0.00
65-CS-1000	Add Angled Cabinet For The 2nd Rear Switch Panel SHOP NOTE: Mounted At The Head End Of The Squad Bench Below The Bandage Cabinet.	1	150.00	150.00
65-DL-0100	Additional Corian Counter Top SHOP NOTE: Specify Custom Option: (1) Head End Of Squad Bench Cabinet. (1) Sized For FW M200 Monitor Bracket. Installed Under Monitor to Prevent Liquids From Entering Between Bracket And Countertop. This Will Raise The Bracket To Clear To Lips On The Standard Countertop. SIZE FOR THE BASE OF THE BRACKET AND SHIP LOOSE MAPC Option #65-SP-0100.	1	150.00	150.00
65-DL-0200	Aisle Side Storage Cabinet With Hinged Door SHOP NOTE: Specify Custom Option: Add A Full Height Cabinet On The Aisle Side Of The Pass Thru Directly Behind The Electrical Cabinet Panel. Above Countertop. Includes Single Hinged Solid Door Or Clear Polycarbonate Door. Make Cabinet As Tall As Possible And Interior Width As Wide As Possible.	1	0.00	0.00
65-DL-0300	Heat - A/C Removable Panel SHOP NOTE: Specify Custom Option: Reinforce Heat - A/C Removable Panel To Allow A Computer Docking Station And Panasonic Tough Books Computer To Be Secured To Panel. NON MAPC OPTION.	1	100.00	100.00
65-DL-0400	Writing Board On Curbside Wall SHOP NOTE: Specify Custom Option: Squad Bench Area Shall Contain A Writing Board. Secured To Wall	1	125.00	125.00

PART NO	DESCRIPTION	QTY	EACH	EXTENDED
	With Fast Leads.			
	NOTE: Final Location To Be Determined.			
	PATIENT COMPARTMENT ENVIRONMENTAL SYSTEMS	1	0.00	0.00
70-01-0500	12 Volt Powered Fresh Air Intake SHOP NOTE: Circuit Wired Thru The Exhaust Vent Circuit And Switch.	1	200.00	200.00
70-01-1000	12 Volt Powered Exhaust Fan	1	0.00	0.00
70-01-1600	12 Volt Hoseline Rear Heat/AC Unit	1	0.00	0.00
70-01-2300	Ducted Heat/AC In Ceiling Center Strip ILOS SHOP NOTE: Includes Center Evaporator/Heater Core Location. Includes #65-07-5300 Top Hinged Top R.F.S. Cabinet.	1	1400.00	1400.00
70-01-2400	Johnson Pump Inline Booster Coolant Pump SHOP NOTE: 12 Volt Centrifugal Pump To Boost The Flow Capacity Of The Coolant System.	1	0.00	0.00
70-01-3500	Move Heat/AC Unit To Over Walk-Thru Area SHOP NOTE: Included In #70-01-2300.	1	0.00	0.00
	Reinforce Panel To Allow A Computer Docking Station And Panasonic Tough Books Computer To Be Secured To Panel.			
70-01-4500	Auxiliary 12 Volt A/C Condenser (Type I Modular Body) SHOP NOTE: Hoseline Dual Inner Liner TMC2007 On The Front Wall ILOS. (Dual Inner Liner Will Help Cool The Patient Compartment Faster). Low Profile Condenser. Mounted Below The Front (7) M9 Lights. Condenser Body To Be Painted Body Color. Use Life Line Manufactured Brackets For A/C Condenser.	1	0.00	0.00
70-01-6520	Ultimate Additional Insulation Pkg with Yellow Certifoam Body/Floor/Doors (R-6) SHOP NOTE: INCLUDES YELLOW CERTIFOAM R-6, LAVA TWIST ACCOUSTIC MATERIAL TO ALL 4 SIDES OF SIDE ENTRY STEPWELL, THERMAL HEAT/SOUND INSULATION BLANKET TO THE UNDERSIDE OF ALUMINUM FLOOR, NON-PERMEABLE SOUND DAMPENING BLANKET IATS VAPOR BARRIER. INCLUDES YELLOW CERTIFOAM R-6 IN THE FLOOR STRUCTURE TUBES AND ANY OTHER TUBES THAT COULD POSSIBLY BE FILLED WITH FOAM.	1	750.00	750.00
70-01-6610	Automotive Grade Underbody Undercoating W/2nd Coat On Module Floor	1	150.00	150.00
	OXYGEN SYSTEM	1	0.00	0.00
75-01-0000	1 Ohio Style Action Area Oxygen Outlet SHOP NOTE:	1	0.00	0.00

PART NO	DESCRIPTION	QTY	EACH	EXTENDED
	Install On Main Wall Of Action Area. Between Elite Screen Cabinet And Side CPR Seat. Approximate Same Location As #3786 North Smithfield.			
75-01-3500	Delete Ceiling Mounted Oxygen Outlet	1	-125.00	-125.00
75-01-4000	1 Ohio Style Right Wall Mounted Oxygen Outlet	1	0.00	0.00
75-01-6500	Add Ohio Style Oxygen Outlet(s) (Ea) SHOP NOTE: Specify Location: Action Area Next To Standard.	1	125.00	125.00
75-01-8000	Interior Oxygen Access/Viewing Door SHOP NOTE: ACCESS DOOR WILL BE POLYCARBONATE FRAMED DOOR.	1	0.00	0.00
75-02-0000	"M" Oxygen Tank Bracket In Non-Standard Location SHOP NOTE: Specify Location: D-1 Compartment. Drill Holes For "M" And "H" Tanks. Customer Uses 42" High Aluminum Style Oxygen Bottle. 8" Diameter. The Oxygen Bottle Valve Must Be Accessible To The Oxygen View Window When Installed. Order With Ratchet Style Straps #3030-135-138. THE BOTTOM BRACKET IS 15" OFF TOP OF DRI-DEK. THE BOTTOM OF THE TOP BRACKET IS 36".	1	0.00	0.00
75-02-3710	Drill Mounting Plate For Both "H" or "M" Tank For O2 Bracket	1	0.00	0.00
75-02-8000	Tube Style Oxygen Flowmeter (Ea) SHOP NOTE: (3) With Ohio Adapters. Ship Loose.	3	75.00	225.00
75-DL-0100	Zico Ratchet Style Straps #3030-135-138 For Oxygen Bottle SHOP NOTE: MAPC Option #75-SP-0200.	1	135.00	135.00
	SUCTION SYSTEM	1	0.00	0.00
80-01-0000	12 Volt Gast Suction Pump With Action Area Switch	1	0.00	0.00
80-01-1500	1 Ohio Style Action Area Suction Outlet SHOP NOTE: Installed In Recessed Area.	1	0.00	0.00
80-01-7500	SSCOR 22000 Suction Unit W/23002 Disposable Trap Set SHOP NOTE: Includes Flush Mounted Action Area Panel And Disposable Trap Set. Includes Standard Suction Outlet #80-01-1500.	1	0.00	0.00
80-01-8500	Recessed Suction Unit Below Action Area SHOP NOTE: Close To Side CPR Seat. Includes A 3/4 Height Bottom Hinged Poly Door With Space At The Top To Allow For Tubing To Come Thru.	1	150.00	150.00

PART NO	DESCRIPTION	QTY	EACH	EXTENDED
	Narrow Up Width. Allow For Suction Canister And Tubing To Be Installed On Left Side Of Canister Holder. Allow 3" On Side For Tubing.			
	PAINT	1	0.00	0.00
85-00-0100	Standard DuPont Elite Paint Process And Warranty SHOP NOTE: Includes 6 Year Pro-Rated DuPont Paint Warranty.	1	0.00	0.00
85-01-0000	Repaint Chassis ILOS O.E.M. White SHOP NOTE: Specify Color: RED. Touch-Up Paint Is Included For Colored Chassis. Exact Color To Be Determined.	1	1500.00	1500.00
85-01-1500	Paint Module Body Other Color ILOS O.E.M. White SHOP NOTE: Specify Color: RED. Touch-Up Paint Is Included For Colored Module Body. Exact Color To Be Determined.	1	1300.00	1300.00
85-01-4500	Delete Standard Beltline Stripe	1	-250.00	-250.00
85-02-8500	Custom Two-Tone Paint SHOP NOTE: Specify Location And Color: Paint The Module Roof White From The "T" Track In. White WILL NOT Be Visible From The Ground. For Heat Dissipation.	1	600.00	600.00
85-02-9500	Do Not Paint The Nader Pins/Install After Paint Process	1	0.00	0.00
85-02-9585	Paint AC Condenser Cover SHOP NOTE: Red.	1	450.00	450.00
85-03-5000	6" Scotchlite Striping (Per Foot) SHOP NOTE: Specify Color And Location: (1) 6" Wide 3M 680 Series White Reflective Stripe - Midbody. Final Design To Be Determined.	50	8.00	400.00
85-04-1000	Lower Door Panel Chevron (Inner Door Panel) (Ea) SHOP NOTE: Requires Smooth Aluminum Door Panels ILOS. Colors To Be Determined.	3	100.00	300.00
85-DL-0100	3M Diamond Grade Reflective Chevron -2 Color - Sides And Top - Letter Graphics SHOP NOTE: Diamond Grade. Colors To Be Determined. Full Rear Wall - Includes Doors.	1	2400.00	2400.00

PART NO	DESCRIPTION	QTY	EACH	EXTENDED
	MAPC OPTION #85-SP-1600.			
	EMBLEMS AND DECALS	1	0.00	0.00
90-01-0000	Federal Star Of Life/Ambulance Decal Package SHOP NOTE: Install Roof Star Of Life Decal. Ship Remainder Of Decals Loose. (2) 4" Star Of Life Decals. (2) 12" Star Of Life Decals. (2) 18" Star Of Life Decals. (3) 6" AMBULANCE Decals. (1) 4" Reverse AMBULANCE Decal.	1	0.00	0.00
90-01-1100	"NO SMOKING" - "FASTEN SEAT BELT" Decals SHOP NOTE: 1-Installed In The Cab. 1-Installed In The Module.	1	0.00	0.00
90-DL-0100	Real Gold, Inc. Vinyl Gold Leaf With Outline And Contrasting Shadow - Letter Grap SHOP NOTE: Includes Cream Vinyl Outline And Drop Black Vinyl Shadow. Includes Install All Star Of Life And Ambulance Decals. Match Current Ambulance Fleet. . MAPC Option #90-DL-0100.	1	1800.00	1800.00
95-DL-0100	Dealer Supplied/Installed Custom Option SHOP NOTE: Proposal Includes The Following: *Delivery To Agency In Massachusetts. *Professional Clean/Prep Prior To Delivery. *Two (2) MA OEMS Approved Fire Extinguisher Brackets. Shipped Loose Unless Instructed To Install.	1	0.00	0.00
95-DL-0200	Trade-In Allowance SHOP NOTE: Specify Custom Option: (1) 2009 Ford E450 Superduty / Horton Type 3 Class 1 Ambulance. 6.0L Diesel. Mileage: 150,000.	1	-6000.00	-6000.00
	END OF PROPOSAL	1	0.00	0.00
	SHOP NOTE: On Behalf Of Life Line Emergency Vehicles / Specialty Vehicles, Inc. We Appreciate This Opportunity To Submit This Bid Proposal. We Look Forward To Working With The Town Of Sandwich Fire Department On This Project. We Feel Confident That We Can Provide An Emergency Medical Vehicle That Meets And Exceeds Your Expectations And Requirements.			

PART NO	DESCRIPTION	QTY	EACH	EXTENDED
	If You Have Any Further Questions Relating To This Proposal Feel Free To Contact Me.			
	Total			225,948.00

Sandwich Hollows Golf Club

2015

Capital Improvements

Summary:

<u>Item (or Equivalent)</u>	<u>Amount</u>
1. Clearing Powerlines From Clubhouse To Powerline (Town owns property and is responsible for clearing)	\$12,000
2. Retaining Wall At Clubhouse	\$6,000
3. Driving range Equipment	\$8,000
4. Irrigation pumps repair	\$10,000
5. John Deere 3225 (used)	\$9,000
6. DryJect (aerate greens outsourced)	\$4,500
7. Brush Cutting	\$6,000
8. Bunker Sand	\$3,000
9. Fence repair	\$2,000
10. Step Repair	\$2,000
11. Small Equipment	\$1,500
12. Portable Rest Room	<u>\$6,000</u>
Total Costs:	\$70,000

2015 Capital improvements & Equipment

1. Clearing Powerlines - \$12,000



Barnes Tree Service, Inc.
123 Duffin Lane
PO Box 499
Rochester, MA 02770
Tel: (508) 783-0533
Fax: (508) 786-8121
www.barnestreeservice.com

QUOTATION
August 6, 2015

Sandwich Hills Golf Club
Attention: Mr. Stephen Fungari
303 East Street
Taunton, MA 02780

SCOPE OF WORK
Trim & Top. Clearance around utility lines.
Remove small trees growing under utility lines
(18 Sections)

QUOTATION FOR SERVICES
\$8,000.00

If you have any questions and/or concerns, please do not hesitate to contact Ronald at
(508) 791-2553 or (774) 217-0271

Thank you for allowing this fine Tree Service representative to provide you with the above
quotation.

**WE ARE A FULLY INSURED CORPORATION SPECIALIZING IN THE TREE
CARE INDUSTRY FOR OVER 40 YEARS**

Estimate
8/6/2015 123

DESCRIPTION	QUANTITY	UNIT PRICE
1. Trimming and clearing of trees and shrubs under utility lines (18 Sections)		\$8,000.00
Total		12,000.00

AT THE AGREEMENT OF FINAL COSTS PLEASE SIGN & RETURN TO:
ONE COPY

2. Retaining Wall Clubhouse - \$6,000



5. John Deere 3225 Mower or equivalent Used - \$10,000



6. Dryject - \$4,500



7. Brush Cutting - \$6,000



8. Bunker Sand - \$3,000



9. Fence Repair - \$2,000



10. Step Repair on golf course - \$3,000



11. Small Equipment - \$1,500



12. Portable Restroom - \$6,000



Asking for \$70,000 TOTAL

Golf Enterprise Fund Activity

Fiscal Year	<u>2011</u>	<u>2012</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>
Beginning Fund Balance	479,174.00	517,685.00	477,330.00	483,200.00	453,517.00
Revenues	881,791.00	918,720.00	859,204.00	888,548.00	920,038.94
Transfers in from Other Funds	-	-	-	-	-
Expenses	(828,280.00)	(944,075.00)	(838,334.00)	(903,231.00)	(867,079.99)
Transfers out to Other Funds	(15,000.00)	(15,000.00)	(15,000.00)	(15,000.00)	(15,000.00)
Ending Fund Balance	517,685.00	477,330.00	483,200.00	453,517.00	491,475.95



The Commonwealth of Massachusetts
Office of the Attorney General
One Ashburton Place
Boston, Massachusetts 02108

OPEN MEETING LAW COMPLAINT FORM

Instructions for completing the Open Meeting Law Complaint Form

The Office of the Attorney General's Division of Open Government is responsible for interpreting and enforcing the Open Meeting Law. Pursuant to G.L. c. 30A, §23, the Open Meeting Law requires that complaints must first be filed with the public body that is alleged to have committed the violation, prior to filing a complaint with the Attorney General.

The complaint must be filed with the public body within 30 days of the alleged violation, or if the alleged Open Meeting Law violation could not reasonably have been known at the time it occurred, then within 30 days of the date it should reasonably have been discovered. The complaint must set forth the circumstances which constitute the alleged violation, giving the public body an opportunity to remedy the alleged violation.

Please complete the entire form, providing as much information as possible, to assist the public body in responding to your complaint. The Division of Open Government will not, and public bodies are not required to, investigate anonymous complaints. You may attach additional materials to your complaint if necessary. The public body may request additional information if necessary.

For complaints alleging a violation of the Open Meeting Law by a local public body, you must file with the public body and file a copy with the clerk of the city or town where the alleged violation occurred. For complaints alleging a violation by a county, regional or state public body, you must file with the chair of the public body.

If you are not satisfied with the action taken by the public body in response to your complaint, you may file a copy of your complaint with the Attorney General's Office 30 days after filing your complaint with the public body. The Attorney General's Office may decline to investigate a complaint that is filed with the Attorney General's Office more than 90 days after the alleged OML violation, unless an extension was granted to the public body or the complainant demonstrates good cause for the delay.

The complaint must include this form and any documents relevant to the alleged violation. A complaint may be filed either by mail or by hand:

Office of the Attorney General
Division of Open Government
One Ashburton Place
Boston, MA 02108



OPEN MEETING LAW COMPLAINT FORM

Office of the Attorney General
One Ashburton Place
Boston, MA 02108

Please note that all fields are required unless otherwise noted.

Your Contact Information:

First Name: DARYL Last Name: CROSSMAN

Address: 15 TELEGRAPH HILL ROAD

City: SANDWICH State: MA Zip Code: 02563

Phone Number: +1 (508) 833-1433 Ext. _____

Email: DARYL.CROSSMAN@COMCAST.NET

Organization or Media Affiliation (if any): N/A

Are you filing the complaint in your capacity as an individual, representative of an organization, or media?

(For statistical purposes only)

Individual Organization Media

Public Body that is the subject of this complaint:

City/Town County Regional/District State

Name of Public Body (including city/town, county or region, if applicable): SANDWICH BOARD OF SELECTMEN

Specific person(s), if any, you allege committed the violation: _____

Date of alleged violation: Sep 11, 2015

Description of alleged violation:

Describe the alleged violation that this complaint is about. If you believe the alleged violation was intentional, please say so and include the reasons supporting your belief.

Note: This text field has a maximum of 3000 characters.

The Sandwich Board of Selectmen have had a policy of doing the Town Manager's Evaluation in Executive Session, and voting the Evaluation in Executive Session. Also, in publishing the Meeting Minutes, they do not provide any changes they have agreed to on the existing contract.

Is it not incumbent on a Board of Selectmen to address as an agenda item, in Open Meeting, (the yearly evaluation of the Town Manager), and to then take a vote on this evaluation in an Open Meeting?

Would the Board of Selectmen also be required to publish Executive Session Meeting Minutes to include details or any changes to the Town Manager's existing contract?

Here is a link to the Executive Session Meeting Minutes the were published.

April 16,15 ES

<http://sandwichmass.org/PublicDocuments/2015-04-16%20Board%20of%20Selectmen%20Executive%20Session%20Meeting%20Minutes.pdf>

What action do you want the public body to take in response to your complaint?

Note: This text field has a maximum of 500 characters.

Public acknowledgment of not following Open Meeting Law Regulations, and commit to follow and adhere to these regulations going forward.

Review, sign, and submit your complaint

I. Disclosure of Your Complaint.

Public Record. Under most circumstances, your complaint, and any documents submitted with your complaint, will be considered a public record and available to any member of the public upon request. In response to such a request, the AGO generally will not disclose your contact information.

II. Consulting With a Private Attorney.

The AGO cannot give you legal advice and is not able to be your private attorney, but represents the public interest. If you have any questions concerning your individual legal rights or responsibilities you should contact a private attorney.

III. Submit Your Complaint to the Public Body.

The complaint must be filed first with the public body. If you have any questions, please contact the Division of Open Government by calling (617) 963-2540 or by email to openmeeting@state.ma.us.

By signing below, I acknowledge that I have read and understood the provisions above and certify that the information I have provided is true and correct to the best of my knowledge.

Signed: Daryl Crossman

Date: 9/18/15
For Use By Public Body For Use By AGO
Date Received by Public Body: Date Received by AGO: