

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 November 5, 2015 – 7:00 P.M. Sandwich Town Hall – 130 Main Street

1. Convene Meeting & Pledge of Allegiance
2. Review & Approval of Minutes
3. Public Forum (*15 Minutes*)
4. Town Manager Report
5. Correspondence / Statements / Announcements / Future Items / Follow-up (*10 Minutes*)
Kaitlyn Scott – SHS National Honor Society Food Pantry Fundraiser at STM
6. Staff Meeting (*90 Minutes*)
Woody Mitchell – Formation of Bikeway / Pedestrian Committee; Approve Membership

Josh Peters, CLC Representative – Approve Proposed Amendment to Cape Light Compact Intermunicipal Agreement

Justin O'Connor, Tree Warden – Scenic Road / Public Shade Tree Removal Appeal – 20 Water Street, Charles & Kathryn Kleecamp

Paula Johnson – Requested Fireworks Permit for First Night in Sandwich Event

Inspector of Buildings Paul Spiro – Permission to Place Business Sign in Town Layout: PrimeLending, 76 Tupper Road

Public Hearings:

1. 8:00 P.M. Annual Fee Hearing: Fees & Charges for All Town Departments
2. 8:15 P.M. Class II Used Car Dealer's License – Cape Cod Auto Sales, LLC, 3 Glacier Patch – Leo J. Paulding, Owner

Public Safety Planning Team & Todd Costa, Kaestle Boos Architects – Public Safety Planning Options & Update on Follow-up Work

7. Old Business (*15 Minutes*)
 - Open Meeting Law Complaint Proposed Response – October 23, 2015 from Gwenn Dyson
 - FY'16 Board & Committee Appointments – Recommended Appointments to Conservation Commission: Erin Jacque & Matthew Waldrip
 - Update on Town Neck Beach Reconstruction Project with Army Corps of Engineers
 - November 16, 2015 Special Town Meeting
 - Other Matters Not Reasonably Anticipated by the Chairman
8. New Business (*5 Minutes*)
 - FY'17 Budget Timeline
 - Other Matters Not Reasonably Anticipated by the Chairman
9. Public Forum (*15 Minutes*)
10. Closing Remarks
11. Adjournment

NEXT MEETING: Monday, November 16, 2015, 7:00 P.M., SHS – **Special Town Meeting**
Thursday, November 19, 2015, 7:00 P.M., Town Hall

Dunham, George

From: Frank Pannorfi <memoryfp@comcast.net>
Sent: Sunday, November 01, 2015 2:40 PM
To: Kaitlyn Scott
Cc: Dunham, George; mluck@sandwich.k12.ma.us
Subject: Re: NHS Food Drive

Kaitlyn, I will be sure to make this announcement at this Thursday's Board of Selectmen's meeting. Frank Pannorfi

Kaitlyn Scott <kaitlyn.scott2198@gmail.com> wrote:
Hello Mr. Pannorfi!

I am the Service Projects Manager for the National Honor Society at Sandwich High School. We are organizing a school-wide food drive for most of November that will benefit the Sandwich Food Pantry. We are going to set up a table at the Special Town Meeting on November 16th to collect food items from the community, and I was wondering if you could make an announcement at the next Board of Selectmen's meetings before this date.

I am attaching the flyer that we are using to advertise this food drive to the community.

My advisor's name is Ms. Luck, and her email is mluck@sandwich.k12.ma.us if you would like to contact her.

Thank you so much!!

Kaitlyn Scott



NHS Food Drive.docx

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

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

September 21, 2015

Mr. Frank Pannorfi, Chairman
Sandwich Board of Selectmen
Sandwich Town Hall
258 Main Street
Sandwich, MA 02563

RE: Formal Committee Status for Sandwich Bike/Pedestrian Committee

Dear Chairman Pannorfi,

Several months ago I formed an Ad-Hoc Bike/Pedestrian Committee for Sandwich. This ad-hoc committee consists of five town residents along with representatives from the town's DPW/Engineering Department, Planning & Development and Susan James from the Board of Selectmen. We have been meeting monthly to discuss and organize a formal committee from Sandwich to address safe biking and walking in our town, proper trails and routes, bike registration, signage and destination markers and other issues.

Someone might ask, "Why does Sandwich need another committee and especially a Bike/Pedestrian Committee?" and to that I offer the following:

Why a bike/pedestrian committee? This committee would provide a forum for addressing bicycle and pedestrian issues in Sandwich and work to advance improvements. Bicycling is important to Sandwich and all of the Cape Cod residents and visitors as both a transportation option and recreational activity. Having an entity (comprised of knowledgeable and interested people) that is focused on addressing local bicycle/pedestrian issues is useful for advancing safety improvements, bike routes and accommodation planning, and public education/outreach. Did you know that Nine Cape Cod towns have designated bicycling committees? (Some include pedestrian in their name and charge.) Cape communities with bike committees have helped guide improvements and bike safety education in their towns.

What is the "economic benefit of such a committee?" Let me highlight a few:

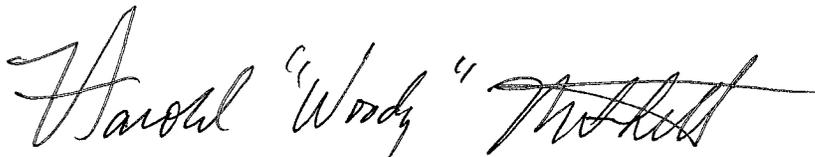
- Several studies in recent years have demonstrated that bicycling & walking generates revenue for local communities.
- State and national economic impact studies have shown that bicycling - including the bicycle industry (bike manufacturing, distribution, retail, etc.), bicycle tourism, and the health benefits from cycling & walking - generates significant revenue and cost savings for the regional and local economy.
- This also creates jobs - both within the industry and from bicycle/pedestrian infrastructure projects, which create more jobs per dollar than road projects.

- Studies conducted have shown significant state revenue generation from bicyclists' spending on goods and services and job creation supported by that spending. A study conducted on the Outer Banks in North Carolina (like Cape Cod, a coastal region where tourism is a primary revenue source) found that bicycle tourism there generates \$60 million annually, and that a one-time \$6.7 million bicycle infrastructure investment resulted in that annual nine-to-one return.
- Bicyclist destinations particularly benefit from bicyclists' spending in the local economy. As with the Outer Banks, Cape Cod's downtowns, beaches, and other natural and cultural attractions also draw visitors (and residents) seeking to travel by bicycle. Cyclists eat, shop, and vacation in communities that are bike-friendly and are beneficial visitors: *

At this time I would like to request from The Board of Selectmen to be recognized as a Formal Committee for the Town of Sandwich. This action is needed for us to move forward with applying for grants & funding and meeting and working with the town and businesses to implement some of the goals and objectives we feel are needed to make Sandwich a safe and viable community for those seeking to bike and walk.

I have enclosed a copy of our Mission Statements and Objectives and would like to request to appear before your Board in the later part of October, to address to the board on this matter and to seek its approval. We recognize, understand and agree that the committee would follow and abide by the rules established for committees for our town. We have all read the Commonwealth of Massachusetts, Open Meeting Law requirements and would meet and abide by those laws.

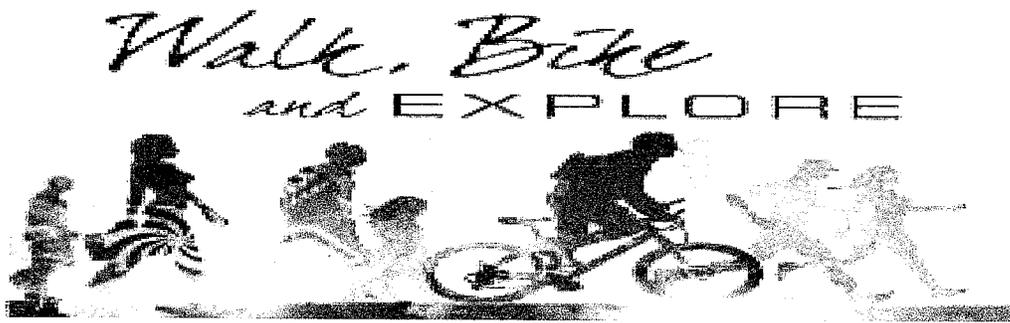
I look forward to discussing this further with you and/or town management. Thank you in advance for your time and consideration.

A handwritten signature in cursive script that reads "Harold 'Woody' Mitchell". The signature is written in black ink and is positioned above the printed name.

Harold "Woody" Mitchell

CC: Bud Dunham, Doug Lapp

* Information provided by the Cape Cod Commission reports on Bike/Pedestrian Travel



Sandwich Bikeway/Pedestrian Committee

The Sandwich Bikeway/Pedestrian Committee mission statement will be "To preserve, promote, and enhance The Town of Sandwich's biking and walking resources. The Committee believes that seasonal and year-round bicycling & walking are important means of local transportation and popular activities in the town as well as contributing to our local economic growth and vitality".

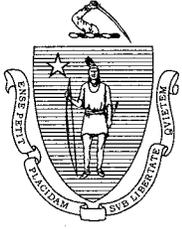
The Committee will be comprised of seven members: one representative from Town Planning & Development, one representative from Department of Public Works, one representative from Board of Selectmen, and five appointees from the Board of Selectmen. Three alternates may also be appointed. Members will serve three-year overlapping terms. Any sitting member who is absent for four meetings in any given year will be asked to step down off the committee.

The Committee is charged with the following:

1. Preserve, promote, and enhance Sandwich's biking and walking resources.
2. Actively monitor existing bike and pedestrian routes and provide recommendations for improvements related to user safety and convenience.
3. To aid in the promotion and growth of safe cycling, walking trails and paths in Sandwich and on Cape Cod.
4. Provide recommendations and support regarding future bike and pedestrian routes. (*Working along with the goals and objectives set out in the Sandwich Local Comprehensive Plan Section 4.0 "Transportation and Circulation" subsections 4.3 "Existing Transportation Conditions and Trends" and subsection 4.4 "Future Conditions and Needs"*)
5. Assist in the implementation of these recommendations.

The Bikeway Committee will hold meetings at a minimum of one per month, with additional meetings as needed. The Committee will submit an annual report to the Town Administrator's office by July 1st (first report July 2016) of each year and submit minutes of the meetings to the Town Clerk within 30 days of each meeting.





The Commonwealth of Massachusetts
House of Representatives
State House, Boston 02133-1054

RANDY HUNT
REPRESENTATIVE
5th BARNSTABLE DISTRICT

ROOM 136, STATE HOUSE
(617) 722-2800 ext. 8743

297 QUAKER MEETING HOUSE ROAD
EAST SANDWICH, MA 02537
TEL: (508) 888-2158

September 24, 2015

Mr. Frank Pannorfi, Chairman
Sandwich Board of Selectmen
Town Hall
258 Main Street
Sandwich, MA 02563

Dear Chairman Pannorfi,

I write to you today in regards to the Bikeway/Pedestrian Committee for Sandwich, which is currently an ad-hoc committee. The mission of the Committee is to preserve, promote, and enhance Sandwich's biking and walking resources; to actively monitor existing bike and pedestrian routes and provide recommendations for improvements related to user safety and convenience; to aid in the promotion and growth of safe cycling, walking trails, and paths in Sandwich and on Cape Cod; to provide recommendations and support regarding future bike and pedestrian routes; and to assist in the implementation of these recommendations. I believe that the work of this committee is important, and am writing to you to request that the Board of Selectmen consider giving it the permanent status of being an official town standing committee. The Bikeway/Pedestrian Committee for Sandwich will be more effective in carrying out its mission if it is granted the status of a standing committee and held in the same regard as the other important committees in our town government.

Sincerely,

A handwritten signature in black ink, appearing to read "Randy Hunt".

Randy Hunt
State Representative
5th Barnstable District



SANDWICH POLICE DEPARTMENT

117 Route 6A, Sandwich, MA 02563

Peter N. Wack, *Chief of Police*

September 28, 2015

Mr. Harold Mitchell
2 Settlers Path
Sandwich, MA 02563

Dear Mr. Mitchell,

I would like to thank you for share information about a new initiative to introduce a "Bike Committee" to the Town of Sandwich. I have reviewed the information which you provided me and would like to express my support for this initiative.

Bicycle safety and recreational safety in general is an important topic for communities on Cape Cod. By promoting added safety measures and new routes within Sandwich, our town will not only become safer, but will also have the potential to attract outdoor recreation enthusiasts to our community.

Please let me know how the Sandwich Police Department can be of assistance as you move forward with this innovative idea.

Sincerely,

A handwritten signature in black ink, appearing to read "Peter N. Wack".

Peter N. Wack
Chief of Police



Sandwich Chamber of Commerce
P.O. Box 744

Sandwich, MA 02563
(508) 833-9755

info@sandwichchamber.com
www.sandwichchamber.com

September 23, 2015

To the Sandwich Board of Selectmen,

The Sandwich Chamber of Commerce fully endorses the Sandwich Bikeway/Pedestrian Committee in its effort to secure itself as an official town committee. We appreciate their efforts in working to shed more light on the beautiful walking trails and future bike trails that call Sandwich home. The Chamber constantly receives requests to send materials for anything related to the outdoors, namely walking trails and bike paths. This was part of the reason we dedicated the cover of our 2015-2016 Guidebook to walking trails because there really isn't enough information on these hidden trails, some of them the best-kept secrets in town that frankly shouldn't be. We know that will change soon with this committee's work. We applaud Mr. Mitchell and his Ad Hoc Committee and their efforts to improve the biking and walking conditions for residents and tourists alike. We can all benefit from having a legitimate Bike and Pedestrian group and we look forward to working with them in the future.

Sincerely,
Jay Pateakos
Executive Director
Sandwich Chamber of Commerce

(508) 833-9755
Cell: 508-971-2205
128 Route 6A
PO Box 744
Sandwich, MA 02563



Sandwich Economic
Initiative Corporation

P.O. Box 1635
Sandwich, MA 02563

Richard Johnson
President
Tel (508) 833-6636
Cell (401) 965 5916
djohnson@seicmass.org

Frank Pannorfi, Chairman
Sandwich Board of Selectmen
Sandwich Town Hall
258 Main Street
Sandwich, MA 02563

Re: Support for Sandwich Bike/Pedestrian Committee

Dear Chairman Pannorfi:

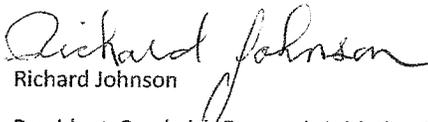
Please be advised that the Sandwich Economic Initiative Corporation (SEIC) unanimously supports the creation of a permanent committee dealing with Bike/Pedestrian issues in Sandwich.

In that the SEIC was created to create opportunities for tax expansion, job creation, and new services for our citizens, we believe that bike safety and bike transportation can be a major element in promoting tourism on the Cape in addition to a safe and environmentally sound method of transportation in Sandwich. There are many Cape communities that have done an excellent job in promoting bicycle activity both for recreational uses as well transportation for work and other activities.

Sandwich's infrastructure is a definite deterrent to safe bike activities and a committee dedicated to this activity will be beneficial to young and old and the many tourists that visit our community. The Sandwich Chamber has created a great opportunity by convincing transportation organizations that a rail stop in Sandwich would be beneficial to our economic base. What better way to see our beautiful historic community after de-boarding the train than to ride a bike to our many attractions? Or getting off a boat in our harbor to tour the down town.

Your consideration of this request will be greatly appreciated. Please call if you have any questions.

Sincerely yours,


Richard Johnson

President, Sandwich Economic Initiative Corporation

CC: Harold "Woody" Mitchell

From: Joshua Peters jpeters@townofsandwich.net
Subject: re: Sandwich Bike&Ped Committee
Date: Today at 3:37 PM
To: Woody Mitchell woodymitch@comcast.net
Cc: Blair Hancy bhaney@townofsandwich.net

September 23, 2015

Mr. Frank Pannorfi, Chairman
Sandwich Board of Selectmen
Sandwich Town Hall
130 Main Street
Sandwich, MA 02563

Dear Chairman Pannorfi and the Board of Selectmen,

I am writing to express my support for the Bike & Pedestrian ad hoc committee and support the notion that they be approved as a formal town committee. There is a growing body of literature that demonstrates the corollaries between an active bicycle and pedestrian culture and the overall health of towns (economically, environmentally, and of course physically). The formation of an official bicycle and pedestrian committee is a fitting move for Sandwich given our incredibly engaged citizenry who are knowledgeable, interested, and enthused to be involved in such planning processes.

The group that has coalesced around Woody's leadership in the present ad hoc committee is an interesting cross-section of the town with a desirable diversity of ages and professions. Within this group of residents there are a number of regular attendees who are certain to be active and committed members and a number of those whom I could easily envision chairing such a committee in the future.

For the Town of Sandwich, there is an opportunity here for citizens to contribute directly to research, planning, and grant applications in ways that can achieve significant results in the near term, without adding significant work load to town staff. The group's interest in attending regular meetings has been made apparent over these last several months as I've attended each meeting and seen many of the same faces every time. In addition, the leadership is qualified and committed. In my opinion, this group has the necessary elements to begin making contributions as an official town committee.

Sincerely,
Josh Peters
Assistant Town Planner and resident of Sandwich

TOWN OF SANDWICH
THE OLDEST TOWN ON CAPE COD
DEPARTMENT OF PUBLIC WORKS



500 ROUTE 130, SANDWICH, MA 02563

DIRECTOR & TOWN ENGINEER 508.833.8002 • FAX 508.833.8011
ASSISTANT TOWN ENGINEER 508.833.8000 • FAX 508.833.8005
TREE WARDEN 508.833.8003 • FAX 508.833.8011
EMAIL dpw@townofsandwich.net

Frank Pannorfi, Chairman
Sandwich Board of Selectmen
Sandwich Town Hall
130 Main Street
Sandwich, MA 02563

Subject: Formal Status for Sandwich Bike/Pedestrian Committee – DPW Letter of Support

Dear Mr. Pannorfi,

FRANK

I write you regarding the potential establishment of a Sandwich Bike/Pedestrian Committee. I am currently a member of the Ad-Hoc Bike/Pedestrian Committee and support the creation of more formal, recognized committee.

Bicycle safety has been at the forefront of news throughout the commonwealth. As a result, state agencies are increasingly stressing the importance of providing safe bicycle accommodations in all communities. In fact, MassDOT requires town's to adequately address bicycle and pedestrian safety as part of any state funded road project.

In this light, the Department of Public Works continually seeks to upgrade our bicycle and pedestrian infrastructure, as witnessed by the recent construction of the Quaker Meetinghouse Road sidewalk and the potential Service Road bike path. With extensive planning activity in Sandwich and on the Cape related to bicycle and pedestrian facilities, the timing is right to form a local committee to address current deficiencies and plan for future facilities.

Our Ad-Hoc committee currently meets monthly to discuss bicycle and pedestrian related issues and ideas throughout Sandwich. The committee is well represented and committed to implementing the Local Comprehensive Plan goals as well as other improvements beneficial to the entire Sandwich community. As a formal Committee we will be in a better position to achieve these goals and obtain state funding and grants to see them to fruition.

Thank you for your consideration.

Sincerely,

Paul S. Tilton, PE
DPW Director/Town Engineer

3225 MAIN STREET • P.O. BOX 226
BARNSTABLE, MASSACHUSETTS 02630



CAPE COD
COMMISSION

(508) 362-3828 • Fax (508) 362-3136 • www.capecodcommission.org

Frank Pannorfi, Chairman
Sandwich Board of Selectmen
130 Main Street
Sandwich, MA 02563

Dear Mr. Pannorfi:

I am writing to express my support for the establishment of an official town bicycle committee in Sandwich. Bicycle committees can be a tremendous asset in helping communities address bicycle and pedestrian planning needs and safety education. Several Cape Cod towns have local bicycle committees composed of knowledgeable and committed volunteers who work together with town staff to improve bicycle and pedestrian accommodations in their community.

With the upcoming western extension of the Cape Cod Rail Trail as well as the proposed shared-use path along Service Road in Barnstable and Sandwich, Cape Cod residents and visitors alike will be able to enjoy expanded transportation options and recreational opportunities across the region. A local bicycle committee in Sandwich would be a useful resource for developing connections to the network as it grows.

Cape Cod Commission staff has worked together with several town bicycle committees to implement projects throughout the Cape and would look forward to partnering with Sandwich on projects in the future.

Sincerely,

Paul Niedzwiecki
Executive Director

Harold Mitchell, Sandwich CCC representative
Paul Tilton, Sandwich DPW Director/Town Engineer





Cape Light Compact
P.O. Box 427, Barnstable, MA 02630
1.800.797.6699 | Fax: 508.362.4136 | capelightcompact.org

October 26, 2015

TO: Cape Light Compact Governing Board
FROM: Maggie Downey, Administrator *Maggie*
RE: Proposed Amendments to the Cape Light Compact's Intergovernmental Agreement

In order to facilitate review of the proposed amendments to the Cape Light Compact's Intergovernmental Agreement, several Board members, and/or their Selectmen, have asked that I provide a brief summary of the proposed amendments. The amendments can be characterized as follows:

1. Clerical updates – several amendments are proposed for consistency with the Compact's updated Aggregation Plan, approved by the MA Department of Public Utilities in May 2015, (for example, Article VIII), and to more accurately reflect existing operations.
2. A new Section K - This section addresses the responsibilities of the Compact Administrator. Other than the Compact Administrator's job description, there is no document that identifies the tasks that the Compact Administrator performs on behalf of the Compact Governing Board in a centralized fashion. Third-parties dealing with the Compact would expect to see the Compact Administrator's responsibilities set forth in its main organizational instrument. Also, third-parties may want to see evidence of the Compact Administrator's scope of authority and the Intergovernmental Agreement should address this important subject as a matter of good governance.

Attached to this memo is a redlined-version of the proposed amendments and clean version, incorporating the amendments. The updates will be on the Board's November 18th meeting agenda.

Working Together Toward A Smarter Energy Future

Aquinnah | Barnstable | Barnstable County | Bourne | Brewster | Chatham | Chilmark | Dennis | Dukes County | Eastham | Edgartown | Falmouth
Harwich | Mashpee | Oak Bluffs | Orleans | Provincetown | Sandwich | Tisbury | Truro | Wellfleet | West Tisbury | Yarmouth

**SIXTH~~FIFTH~~ AMENDED AND RESTATED
INTER-GOVERNMENTAL AGREEMENT
OF THE
CAPE LIGHT COMPACT
(~~November 18-, 2015~~September 12, 2012)**

This ~~Six~~^{Fifth} Amended and Restated Inter-Governmental Agreement (“Agreement”) is dated as of ~~October~~^{September} xx, 201~~5~~² and is entered into by and between the County of Barnstable, County of Dukes County and the municipalities legally joining therein, pursuant to the authority of Massachusetts General Laws Chapter 40, §4A.

WHEREAS, the Massachusetts Restructuring Act of 1997 (the “Act”) was enacted during a period where Federal Law allowed for the restructuring of existing electric utilities into separate generation, transmission and distribution companies and, accordingly, the Act set forth a framework for the competitive supply of electric generation service to Massachusetts electric customers and allowed electric customers to choose their electric power supplier; and

WHEREAS, the Cape Light Compact (“Compact”) was entered into with the County of Barnstable, County of Dukes County and the municipalities legally joining therein, pursuant to the authority of Massachusetts General Laws Chapter 40, §4A, through an original Inter-Governmental Agreement effective as of October, 1997; and

WHEREAS, the County of Barnstable, County of Dukes County and the municipalities legally joining therein, amended the original Inter-Governmental Agreement in June, 1999, September, 2006, November, 2010, February, 2011, ~~and~~ April 11, 2012 and September 2012; and

WHEREAS, the Compact recognizes that local governments have a substantial stake in the restructuring of the Massachusetts electric industry and that local governments represent community interests and provide a “natural aggregator” function through which consumers may gain greater benefits and terms in contracts; and

WHEREAS, under the authority of G.L. c. 164, §134, G.L. c. 25A, §6 and pursuant to the original Inter-Governmental Agreement, adopted October, 1997, as amended, the Compact developed a municipal aggregation plan, setting forth the structure, operations, services, funding and policies of the Compact, approved in D.T.E. 00-47 (August 10, 2000) and approved as updated in D.P.U. 14-69 (May 1, 2015; May 18, 2015); ~~and amended June, 1999 and again in September, 2006, the Compact developed a Municipal Aggregation Plan, setting forth the structure, operations, services, funding and policies of the Compact in order to negotiate the best rates for the supply and distribution of electricity and to advance consumer protection and~~

~~interests for the residents of Cape Cod and Martha's Vineyard; and~~

WHEREAS, the Compact currently operates a municipal aggregation competitive supply program which provides electric power supply on an opt-out basis to customers across all customer classes located on Cape Cod and Martha's Vineyard and the Compact also provides comprehensive energy efficiency services to Cape Cod and Martha's Vineyard through the Cape Light Compact Energy Efficiency Plan; and

WHEREAS, the Green Communities Act, St. 2008, c. 169, provided expanded authority to municipalities and other governmental entities to pursue energy efficiency, renewable energy development and other related activities; ~~and~~

WHEREAS, the Compact continues to explore all available options for providing its customers with the best electrical supply and distribution rates and demand side management and renewable programs.

NOW THEREFORE, in consideration of the foregoing, and in order to reflect the current policies and purposes of the Compact, the County of Barnstable, the County of Dukes County and the municipalities legally joining therein hereby enter into this Agreement.

ARTICLE I: POLICY AND PURPOSE

The Compact's goals include, without limitation, the following:

- ◆ To provide the basis for aggregation of all consumers on a non-discriminatory basis;
- ◆ To negotiate the best terms and conditions for electricity supply and transparent pricing;
- ◆ To explore all available options for negotiating the best terms and conditions for electricity supply and the development of renewable energy resources, including, without limitation, the formation of and/or membership in a co-operative organization to purchase or produce energy or renewable energy certificates ("RECs") or both on a long-term, basis;
- ◆ To provide equal sharing of economic savings based on current electric rates and/or cost-of-service ratemaking approved by the Department of Public Utilities, or its successor;
- ◆ To provide and enhance consumer protection and options for service under contract provisions and to allow those consumers who choose not to participate to opt-out;
- ◆ To improve quality of service and reliability;

- ◆ To encourage environmental protection through contract provisions;
- ◆ To utilize and encourage renewable energy development to the extent practicable through contract provisions, demonstration projects and state mandated system benefit charges for renewable energy;
- ◆ To administer an energy efficiency plan that advances consumer awareness and the adoption of a wide variety of energy efficiency measures and that also utilizes and encourages demand side management, all through contract provisions, demonstration projects and the use of state mandated system benefit charges for energy efficiency and other related charges and funds;
- ~~◆ To utilize and encourage demand side management and other forms of energy efficiency through contract provisions and state mandated system benefit charges for renewable energy and to use the funds from such charges to advance consumer awareness and adoption of a wide variety of energy efficiency measures through the implementation of an energy efficiency plan;~~
- ◆ To advance specific community goals that may be selected from time to time, such as placing utility wires underground;
- ◆ To provide full public accountability to consumers; and
- ◆ To utilize municipal and other powers and authorities that constitute basic consumer protection to achieve these goals.
- ◆

ARTICLE II: POWERS OF THE COMPACT

The Compact shall have the following powers:

- a) to plan projects;
- b) to implement projects and/or conduct research;
- c) to negotiate contracts and other agreements, provided, however, that any contract for the purchase of electric power supplies, distribution, transmission or metering, billing and information services or related to any of the foregoing, shall not impose direct financial obligations on any member municipality or county (except for *de minimis* impacts by virtue of such member's participation in the Compact) until approved by such individual member municipality or county, as the case may be;
- d) to adopt an annual budget and to direct the expenditure of funds made available to the Compact by grant or contribution from public and private sector entities, or on account of any contract negotiated or administered by the Compact;

- e) to acquire property by gift, purchase or lease;
- f) to construct equipment and facilities;
- g) to apply for and receive grants, contributions and other such financial assistance from public and private sector entities or to receive amounts derived as a portion of the savings on, or as a surcharge, dedicated mills/kilowatt hour fee or other such charge as part of any electric energy purchase or similar contract negotiated and/or administered by the Compact and, ~~to the extent required as required~~ herein, agreed to by each member municipality or county to be financially bound thereby;
- h) to apply for and receive funds derived from the state mandated system benefit charges and to use such funds in accordance with state law;
- i) to employ staff, consultants, attorneys, technical advisors and independent contractors;
- j) to adopt bylaws to govern its internal affairs;
- k) to reimburse persons who have advanced funds;
- l) to enforce agreements or otherwise prosecute claims on behalf of member municipalities and counties and coordinate their defense in any claim made against them relating to any agreement or other matter related to the Compact;
- m) to invest funds;
- n) to procure insurance;
- o) to obtain project-related financing through any mechanism such as the federal Clean Renewable Energy Bond program, and other financing options;
- p) to contract with an agent, including, without limitation, a regional government or a member, to manage or accomplish any of its functions or objectives;
- q) to enter into agreements with state, quasi-state, county and municipal agencies; cooperatives and private entities, all as is convenient or necessary to manage or accomplish any of the Compact's functions or objectives; and
- r) to perform generally all acts which are necessary or convenient to implement the powers which are expressly or by necessary implication conferred upon the Compact and are not otherwise prohibited under any other provision of law.

ARTICLE III: GOVERNING BOARD

A. Powers of the Community Representatives.

The Compact shall have a board of community representatives (hereafter a “Representative” or the “Representatives,” as the case may be and collectively the “Governing Board”) who shall be responsible for the general management and supervision of the business and affairs of the Compact except with respect to those powers reserved to the member municipalities or counties of the Compact by law or this Agreement. The Governing Board may from time to time, to the extent permitted by law, delegate any of its powers to committees, subject to such limitations as the Governing Board may impose. The Governing Board may delegate to the Executive Committee the powers to act for the Governing Board between regular, annual or special meetings of the board. The Governing Board may designate persons or groups of persons as sponsors, benefactors, contributors, advisors or friends of the Compact or such other title as they may deem appropriate and as is consistent with applicable law.

B. Number, Qualifications and Term of Office.

The Governing Board shall consist of one Representative for each member municipality and one County Commissioner appointed by the Barnstable County Board of Commissioners and one Representative appointed by the Dukes County Board of Commissioners, and alternates therefor, in case any such Representative shall be unable to attend a meeting or otherwise participate in any matter regarding the Compact. In the absence of a Representative, his/her alternate shall be entitled to vote and otherwise exercise all of the powers of such Representative. The Representatives, and alternates, shall be selected by the Selectmen or Town Manager, as the case may be, for each member municipality. In the case of the County Representatives, such Representatives and his/her alternates shall be selected by the Board of Commissioners. Except as hereinafter provided, the Representatives (and alternates) shall hold office until the next selection of Representatives (and alternates) by each such member municipality or county and until his/her successor is selected.

C. Executive Committee.

There shall be an Executive Committee composed of no less than five (5) Representatives, at least one of whom shall be a Representative from Dukes County or a member town of Dukes County. The Executive Committee shall be selected by majority vote of all of the Representatives.

D. Manner of Acting and Quorum.

Provided there is a quorum present at the meeting, and except as specified elsewhere herein, the Governing Board shall act by vote of a majority of the Representatives present at the time of the vote. Unless altered by the Governing Board in accordance with this Agreement, each member municipality and county shall be entitled to select one Representative whose vote shall be equal in weight to the Representative of any other member municipality and county, except as expressly set forth in the succeeding paragraphs. Representatives may participate in meetings remotely in accordance with the regulations of the Office of the Attorney General

governing remote participation, 940 C.M.R. 29.10. A quorum shall be deemed present if the combined population of the towns whose Representatives are present at a meeting is at least equal to 50% of the combined population of all of the member municipalities of the Compact; and provided further, that at least one Representative from one of the Towns in Dukes County or Dukes County and at least two-thirds of the Representatives for Barnstable County and the member municipalities of Barnstable County are physically present or participating remotely in accordance with 940 C.M.R. 29.10. In accordance with 940 C.M.R. 29.10 and the Open Meeting Law, M.G.L. c. 30A, §§ 18-25, a simple majority of the members of the public body must be physically present. While a quorum is present, unless another provision is made by law, this Agreement or by the Compact's own rules, all business shall be determined by a majority vote of all participating members.

Notwithstanding the foregoing, any vote involving a matter concerning issues which would or could bear in a direct and material fashion on the financial interests of the member municipalities shall be taken by a weighted vote in which the vote of each Representative shall be weighted in the same proportion as the population of the municipality such Representative represents bears to the whole population of the member municipalities of the Compact, such population as determined, in the case of Barnstable County, by the most recent federal census, or decennial census, and, in the case of Dukes County, by the most recent data available from the Martha's Vineyard Commission. In case of a dispute as to whether a vote shall be taken on a weighted basis as set forth in this paragraph or on a one town, one vote basis as set forth in the preceding paragraph of this subsection, the determination shall be made by weighted vote as set forth herein.

In taking any vote required to be taken by weighted vote hereunder, the votes of Barnstable County and Dukes County shall be tabulated last, with each county's Representative having one equal vote, and the vote of said counties may break a tie; otherwise the counties' votes shall not be accorded any percentage weight but shall be recorded nonetheless.

E. Rules and Minutes.

The Governing Board shall determine its own rules and order of business, unless otherwise provided by the Compact or statute or this Agreement. The Governing Board shall also provide for the keeping of minutes of its proceedings. All regular and Executive Committee meeting announcements shall be sent to all members of the Governing Board.

F. Voting.

If requested by any Representative, a vote of the body shall be taken by a roll call and the vote of each Representative shall be recorded in the minutes, provided, however, if any vote is unanimous only that fact need be recorded.

G. Resignation and Removal.

1. Resignation.

Any Representative (or alternate) may resign at any time upon written notice to the remaining Governing Board. A Representative may resign from the Executive Committee and still keep his or her position as a Representative. The resignation of any Representative (or alternate) or resignation from the Executive Committee shall take effect upon receipt of notice thereof or at such later time as shall be specified in such notice, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

2. Removal.

Any Representative (or alternate) may be removed at any time with or without cause by their appointing authority. The Governing Board may remove a Representative from the Executive Committee or the Governing Board only with good cause.

H. Vacancies.

1. Vacancies on the Governing Board.

Continuing Representatives may act despite a vacancy in the Governing Board and shall for this purpose be deemed to constitute the full board. A vacancy in the Governing Board of a Representative shall be promptly filled, but in no case more than sixty days thereafter, by the appointing authority of the member municipality or county which originally selected such Representative. Each Representative chosen to fill a vacancy on the Governing Board shall hold office until the next annual selection of the Representatives and until his/her successor shall be appointed and qualify. Insofar as there is no Representative then in office representing a member municipality or county, the alternate shall act in his/her stead.

2. Vacancies on the Executive Committee.

Vacancies on the Executive Committee shall be filled in the same manner as the position was originally filled.

3. No Right to Compensation.

Unless the Governing Board in its discretion provides for compensation, no Representative or alternate resigning, and (except where a right to receive compensation shall be expressly provided in a duly authorized written agreement with the Compact) no Representative or alternate removed, shall have any right to any compensation as such Representative or alternate for any period following his/her resignation or removal, or any right to damages on account of such removal, whether his/her compensation be by the month or by the year or otherwise.

ARTICLE IV: MEETINGS OF THE GOVERNING BOARD

A. Place.

Meetings of the Governing Board, including meetings of the Executive Committee, shall be held at such place within Barnstable County or Dukes County as may be named in the notice of such meeting.

B. Annual and Regular Meetings.

The annual meeting of the Governing Board shall be held each year on the second Wednesday of September. In the event the annual meeting is not held on such date, a special meeting in lieu of the annual meeting may be held with all the force and effect of an annual meeting. Regular meetings may be held at such times as the Governing Board may fix but no less frequently than quarterly.

C. Special Meetings.

Special meetings of the Governing Board may be called by the chairman or any other officer or Representative at other times throughout the year.

D. Notice.

In addition to the personal notice to Representatives set forth in Article III(E), public notice of any regular or annual meeting shall be made in compliance with the Open Meeting Law and other applicable law. Forty-eight hours' notice to Representatives by mail, telegraph, telephone or word of mouth shall be given for a special meeting unless shorter notice is adequate under the circumstances, provided, however, that public notice of such special meeting has been made in compliance with applicable law. A notice or waiver of notice need not specify the purpose of any special meeting. Personal notice of a meeting need not be given to any Representative if a written waiver of notice, executed by him or her before or after the meeting, is filed with the records of the meeting, or to any Representative who attends the meeting without protesting prior thereto or at its commencement the lack of notice to him or her.

E. Vote of Interested Representatives.

A Representative who is a member, stockholder, trustee, director, officer or employee of any firm, corporation or association with which the Compact contemplates contracting or transacting business shall disclose his or her relationship or interest to the other Representatives acting upon or in reference to such contract or transaction. No Representative so interested shall vote on such contract or transaction, but he or she may be counted for the purpose of determining a quorum. The affirmative vote of a majority of the disinterested Representatives as set forth in Article III(D) hereof shall be required before the Compact may enter into such contract or transaction.

In case the Compact enters into a contract or transacts business with any firm, corporation or association of which one or more of its Representatives is a member, stockholder,

trustee, director, officer, or employee, such contract or transaction shall not be invalidated or in any way affected by the fact that such Representative or Representatives have or may have interests therein which are or might be adverse to the interests of the Compact. No Representative or Representatives having disclosed such adverse interest shall be liable to the Compact or to any creditor of the Compact or to any other person for any loss incurred by it under or by reason of any such contract or transaction, nor shall any such Representative or Representatives be accountable for any gains or profits to be realized thereon.

Nothing contained herein shall affect the compliance of any Representative or the Governing Board or the Compact with G.L. c. 268A, as set forth in Article VI, below.

ARTICLE V: OPEN MEETING LAW; EXECUTIVE SESSIONS

The meetings of the Governing Board are subject to the Massachusetts law governing open meetings of governmental bodies and governmental boards and commissions, including the Open Meeting Law. The Governing Board is therefore required to maintain accurate records of its meetings, setting forth the date, time, place, members present or absent and action taken at each meeting, including executive sessions.

In accordance with the Open Meeting Law, the Governing Board may hold an executive session after an open meeting has been convened and a recorded vote has been taken to hold an executive session. Executive sessions may be held only for the purposes specifically enumerated in the Open Meeting Law, including, but not limited to, to discuss energy-related trade secrets or confidential information.

Matters discussed in executive sessions of the Governing Board must be treated as confidential. A violation of confidentiality may lead to disciplinary action as established by the Governing Board, including removal of a Representative in accordance with Article III(G)(2).

ARTICLE VI: G.L. c. 268A

The Governing Board, as it consists of county and municipal representatives is subject to the provisions of the Massachusetts Conflict of Interest Law, G.L. c. 268A, and shall act at all times in conformity therewith. Public employees who work for two or more public entities may find that each agency has an interest in a particular matter. Compact employees or Representatives may be asked to work on matters for the Compact and the Compact's affiliated organization, the Cape & Vineyard Electric Cooperative, Inc. (the "Cooperative"). In order to help employees and Representatives identify and properly address potential conflicts under the Conflict of Interest Law, employees and Representatives should consider the following: (i) the Cooperative's founding purpose is to develop renewable energy projects and otherwise procure generation and generation-related products (i.e., RECs); (ii) the Compact is a municipal aggregator and serves the complementary purposes of arranging for retail power supply, consumer advocacy and energy efficiency; (iii) the Cooperative seeks to finance and develop such projects and to provide generation to its members and the Compact (to be blended with its

retail power supply); and (iv) the Compact is a member of the Cooperative and the Compact intends to purchase generation from the Cooperative and participate in projects developed by the Cooperative. Any employee or Representative may request free legal advice from the State Ethics Commission about how the Conflict of Interest Law applies to them in a particular situation. This process is explained at <http://www.mass.gov/ethics/commission-services/request-advice.html>.

ARTICLE VII: OFFICERS

A. Election.

At its first meeting of the calendar year, the Governing Board shall elect a chairman, vice chairman, treasurer, secretary and officer at large and such other officers as the Governing Board shall determine. The term of office for those so elected shall be one year and until their respective successors are elected and qualified. Notwithstanding the foregoing, all officers must be a Representative and, upon selection of a successor Representative by such officer's appointing municipality or county, such officer shall immediately tender notice thereof to the Compact and the Governing Board shall select a replacement among the various Representatives for the remaining term of such officer.

B. Qualifications.

Two or more offices may be held by the same person, except the offices of chairman and secretary.

C. Vacancies.

Any vacancy occurring among the officers, however caused, may be filled by the Governing Board, from among the Representatives for the unexpired portion of the term.

D. Removal and Resignation of Officers.

1. Removal.

Any officer of the Compact may be removed from their respective offices with or without cause by resolution adopted by a majority of the Representatives then in office at any annual or special meeting of the Governing Board or by a written consent by all of the Representatives then in office.

2. Resignation.

Any officer may resign at any time by giving his or her resignation in writing to the chairman, treasurer, secretary or any other officer or Representative of the Compact. An officer may resign as officer without resigning from other positions in the Compact, including positions on the Executive Committee or as Representative.

E. Sponsors, Benefactors, Contributors, Advisors, Friends of the Compact.

Persons or groups of persons designated by the Governing Board as sponsor, benefactor, contributor, advisor or friend of the Compact or such other title as the Governing Board deems appropriate shall, except as the Governing Board shall otherwise determine, serve in an honorary capacity. In such capacity they shall have no right to notice of or to vote at any meeting, shall not be considered for purposes of establishing a quorum and shall have no other rights or responsibilities.

F. Chairman.

~~The chairman shall be chief executive officer of the Compact, in consultation with the Compact Administrator and, subject to the control of the Governing Board, shall in general supervise and control all of the business and affairs of the Compact.~~ The chairman shall preside at all meetings at which he or she is present. Unless otherwise directed by the Governing Board, all other officers shall be subject to the authority and supervision of the chairman. The chairman also shall have such other powers and duties as customarily belong to the office of chairman or as may be designated from time to time by the Governing Board.

Vice Chairman.

The vice chairman shall assist the chairman and preside at meetings at which the chairman is not present. The vice chairman also shall have such other powers and duties as customarily belong to the office of vice chairman or as may be designated from time to time by the Governing Board.

G. Treasurer.

The treasurer shall be the chief financial officer of the Compact and shall have such powers and duties as customarily belong to the office of treasurer or as may be designated from time to time by the chairman or the Governing Board. The roles and responsibilities of the treasurer may be delegated or expanded. Pursuant to the Administrative Services Agreement between the Compact and Barnstable County, as such agreement may be amended from time to time, the County is the designated agent and fulfills the administrative role for the Compact.

H. Secretary.

The secretary shall arrange for the recording, consistent with applicable law, of all proceedings of the Governing Board, Executive Committee and any other such committee in a book or books to be kept therefor, shall have custody of the seal of the Compact, and have such powers and duties as customarily belong to the office of clerk or secretary or as may be designated from time to time by the chairman or the Governing Board.

I. Other Officers.

The Governing Board shall have legal counsel for the Compact. The Compact's legal counsel may jointly represent the Compact's members or affiliates in accordance with a bylaw adopted by the Compact pursuant to Article II(j).

The Compact shall designate a Chief Procurement Officer, whose role, in accordance with G.L. c. 30B and other applicable provisions of law, shall be to select proposals for and facilitate the award of contracts on behalf of the Compact, with input from members of the Governing Board, Compact staff, counsel and others, as such Chief Procurement Officer sees fit. Notwithstanding the foregoing, the Governing Board may determine that the Compact, as long as consistent with applicable law, will select proposals and award contracts in another manner.

Other officers shall have such powers as may be designated from time to time by the Governing Board.

K. Compact Administrator.

In general, the Compact Administrator shall serve as the chief administrative and operating officer and supervise, direct and be responsible for the efficient administration of the business of the Compact. More specifically, the Compact Administrator shall: (i) implement goals and carry out the policies of the Governing Board; (ii) plan, direct, coordinate, and implement all administrative and operational functions of the Compact; (iii) plan, prioritize, schedule, assign, direct, supervise and evaluate the work of all Compact staff; (iv) develop job descriptions for Compact staff and recruit applicants for staff positions, consistent with budgets approved by the Governing Board; (v) supervise and select outside consultants, counsel, etc. as authorized by the Governing Board; (vi) consult with and advise the Governing Board as to the business, operational and strategic concerns of the Compact including fiscal affairs, legal and operational issues, and major program initiatives; (vii) regularly attend all regular and special meetings of the Governing Board and answer all questions addressed to him/her; (viii) ensure that complete and full records of the financial and administrative activity of the Compact are maintained (with the assistance of the Compact's fiscal agent and its auditor); (ix) prepare, maintain, update and complete required reports and filings to local, state and federal governmental authorities; (x) consistent with budgets approved by the Governing Board, manage the Compact's legal affairs, including negotiating and executing contracts and directing the Compact's participation in regulatory and judicial proceedings; (xi) be responsible for power supply procurement for the Compact's electric customers including issuing requests for proposals, and negotiating contracts concerning power supply and renewable energy certificate purchases; (xii) be responsible for general administration of the Compact's energy efficiency program in accordance with all applicable laws and the rules and regulations of the Department of Public Utilities, or any successor entity; (xiii) plan and direct strategic initiatives; and (xiv) perform such other duties as may be directed by the Governing Board from time to time, or as may necessary or advisable to fulfill the Compact's objectives. The Compact Administrator also shall have such other powers and duties as customarily belong to a manager of a municipal light plant or a

major regional inter-governmental association, or as may be designated from time to time by the Governing Board.

ARTICLE VIII: BUDGET; MAXIMUM FINANCIAL LIABILITY OF THE MEMBER MUNICIPALITIES AND COUNTIES

The Compact shall adopt an operating budget for each fiscal year and direct the expenditure of funds in accordance with applicable law. The operating budget and any amendments thereto shall be approved by a weighted vote of the Governing Board in accordance with Article III(D).

~~The Compact, when appropriate, shall adopt an annual budget and direct the expenditure of funds in accordance with applicable law.~~

This Agreement is not intended to impose any independent financial liabilities on the members. Each member shall remain responsible for its own debts and other financial liabilities, except as specifically provided herein.

ARTICLE IX: COOPERATION

The member municipalities, Dukes County and Barnstable County agree to act in good faith and use their best efforts to effectuate the intent and purpose of this Agreement. All parties to this Agreement shall cooperate to the fullest extent possible.

ARTICLE X: ELECTRICITY AND OTHER AGREEMENTS

Pursuant to this Agreement, member municipalities, Barnstable County, Dukes County, and private consumers may enter into contracts for the distribution, transmission and/or supply of electricity, for the purchase of energy and RECs, and for project financing in support thereof, provided, however, that any contract for the purchase of electric power supplies, distribution, transmission or metering, billing and information services or related to any of the foregoing, shall not impose direct financial obligations on any member municipality or county (except for *de minimis* impacts by virtue of such member's participation in the Compact) until approved by such individual member municipality or county, as the case may be, and further, that any contract shall indemnify and hold harmless the Compact and its members from any financial liability or provide commercially reasonable indemnification with respect to the provision of such products or services.

ARTICLE XI: OTHER APPLICABLE LAWS

Nothing in this Agreement or in any negotiated contract for the supply of electricity shall be construed to supersede, alter or otherwise impair any obligation imposed on any municipality or county by otherwise applicable law.

ARTICLE XII: INDEMNIFICATION OF REPRESENTATIVES AND ALTERNATES

Each member of the Compact shall, to the extent legally permissible, indemnify the person(s) each such member chooses as set forth in Article III(A) to serve as a Representative for their service on the Governing Board and/or as a member of the Executive Committee and/or as an officer or who has served at any time as a Representative or officer or Executive Committee member of the Compact. All contracts negotiated or undertaken by the Compact shall also include, to the maximum extent feasible, indemnification of the Representatives and the participating members.

ARTICLE XIII: AMENDMENT

This Agreement may be altered, amended, or repealed, in whole or in part, by the affirmative vote of Representatives of municipalities whose population is at least equal to 50% of the combined population of all of the member municipalities of the Compact; provided that at least two-thirds of the Representatives from all of Barnstable County vote in the affirmative; and further provided that at least one Representative from all of Dukes County also votes in the affirmative.

ARTICLE XIV: TERM AND WITHDRAWAL

Each member shall take such action as required under G.L. c. 40, §4A to make this Agreement effective. This Agreement shall be effective as of the date that the last of the members signs below, and shall continue in effect for a term not to exceed twenty-five years. At the conclusion of the term, taking into account any changed circumstances, the members shall in good faith negotiate a replacement intergovernmental agreement.

Any governmental member may voluntarily withdraw from the Compact at the end of each quarter of the fiscal year (i.e. June 30th, September 30th, December 31st, March 31st), upon thirty days prior written notice. Withdrawal of such member shall not affect any obligations entered into prior to the date of withdrawal which are binding by their terms on such member, including, without limitation, contracts directly entered into by such member and financial contributions to the Compact made or agreed to be made by such member.

If the purposes of the Compact are attained, or for any other reason duly voted upon by the Governing Board, the Compact may dissolve. Upon dissolution, an accounting of the assets owned by the Compact shall be performed and sold. The proceeds of the sale shall be distributed equitably to the then remaining members of the Compact according to their percent contribution.

ARTICLE XV: CONSTRUCTION AND SEVERABILITY

This Agreement shall be liberally construed so as to effectuate the purposes thereof. The provisions of this Agreement shall be severable and if any phrase, clause, sentence or provision of this Agreement is declared to be contrary to the constitution of any Massachusetts or of the United States or the applicability thereof to any government, agency, person or circumstance is held invalid, the validity of the remainder of this Agreement and the applicability thereof to any

government, agency, person or circumstance shall not be affected thereby. If this Agreement shall be held contrary to the constitution or General Laws of Massachusetts, the Compact shall remain in full force and effect as to all severable matters.

ARTICLE XVI: MISCELLANEOUS

A. Principal Office.

The principal office of the Compact shall be located at the Barnstable County Commissioners' Office, P.O. Box 427, Barnstable, MA 02630. The Governing Board may change the location of the principal office in accordance with Article III.

B. Compact Records.

The original, or attested copies, of this Agreement and records of all meetings of the Governing Board and members shall be kept in Massachusetts at the principal office of the Compact. Said copies and records need not all be kept in the same office. They shall be available at all reasonable times for the inspection of any member or Representative for any proper purpose and as required by law. The records of the Compact shall be subject to the Massachusetts Public Records Act, G.L. c. 66, and shall be deemed public records, unless such records fall within the exemptions set forth in G.L. c. 4, §7, including exemptions for development of inter-agency policy and trade secrets or commercial or financial information.

C. Fiscal Year.

The fiscal year of the Compact shall begin on July 1st and end on June 30th, e.g. the same fiscal year as established by the General Laws for cities and towns in the Commonwealth.

D. Seal.

The seal of the Compact shall be a circular die with the name of the Compact around the periphery and the year and the date of establishment within.

E. Reports; Compliance with G.L. c. 40, §4A.

The Compact shall keep accurate and comprehensive records of services performed, costs incurred, and reimbursements and contributions received. The Compact agrees that it will perform regular audits of such records separate and apart from audits conducted by the Compact's fiscal agent. Periodic financial statements shall be issued to all members. To the extent applicable, if at all, any reimbursement for or contribution toward the cost of any work related to this Agreement shall be made at such intervals as provided in the Administrative Services Agreement or other applicable agreements. The Compact will comply with all other applicable provisions of G.L. c. 40, §4A.

The Compact shall also prepare a written annual report, in the format required by the Massachusetts Department of Public Utilities ("DPU") regarding the expenditure of energy efficiency funds for the previous calendar year. Such reports shall be filed with the DPU no later than August 1, unless filing or reporting requirements established by the DPU necessitate a different date, and posted to the Compact's web site within thirty days of submission to the DPU. In addition, the Compact shall periodically prepare written overviews of the Compact's program activities for each member for inclusion in its individual town annual reports.

F. Multiple Originals.

This Agreement may be executed in several counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. In addition, this Agreement may contain more than one counterpart of the signature page and all of such signature pages shall be read as though one and shall have the same force and effect as though all of the parties had executed a single signature page.

G. No Partnership or Joint Venture in Contracts with Third Parties; Limitation of Responsibility.

In carrying out its purposes as described herein, and in entry into any third party contract for the purchase of electric power supplies, distribution, transmission or metering, billing and information services or related to any of the foregoing, neither the Compact nor any of its members shall be a partner or joint venturer with any third party. The relationship between the Compact (and/or its members) on the one hand and the other party(ies) to such contract on the other hand shall be that of buyer and seller or agent for the buyer and seller, as the case may be. Nothing therein contained shall be deemed to constitute the Compact (and/or its members) as a partner, agent or legal representative of any third party or to create a joint venture, agency or any relationship between the Compact (and/or its members) and any third party other than that of buyer and seller or agent for the buyer and seller, as the case may be. The Compact and its members have no responsibility to supply, distribute, transmit, meter, bill or otherwise provide electricity to any consumer and none is implied hereby or thereby. Nothing in this Article XVI(G) shall be construed as prohibiting the Compact from entering into a partnership or joint venture relationship with any organization in which it has a membership interest or affiliation, including the Cooperative.

H. Appendix.

The bylaws of the Compact shall be set forth in an appendix to this Agreement. The Compact's administrator may update and replace such appendix each time such bylaws are duly amended by the Governing Board without the necessity of further Governing Board approval.

AUTHORIZED AND AGREED TO BY:

Town of Barnstable

Town of Bourne

Town of Brewster

Town of Chatham

Town of Dennis

Town of Eastham

Town of Falmouth

Town of Harwich

Town of Mashpee

Town of Orleans

Town of Provincetown

Town of Sandwich

Town of Truro

Town of Wellfleet

Town of Yarmouth

Barnstable County

Town of Aquinnah

Town of Chilmark

Town of Edgartown

Town of Oak Bluffs

Town of Tisbury

Town of West Tisbury

County of Dukes County

BYLAWS
OF
CAPE LIGHT COMPACT
Adopted March 25, 2009

**Bylaw 1. *Shared Legal Representation Involving Members or Other Public Entities;
Official Duties of Compact Counsel.***

The purpose of this bylaw is to allow the Compact from time to time to retain counsel who may also represent its Members or other public entities in matters in which the Compact has a direct or substantial interest without violating G.L. c. 268A, Section 11(a) and (c). Such dual or common representation allows the Compact to pool resources for a common purpose, develop mutual interests, and preserve scarce Compact funds. Pursuant to this bylaw, the official duties of Compact counsel include, but are not limited to, representing Members or other public entities in: (i) administrative and judicial proceedings in which the Compact is also a party; (ii) contract negotiations or project development matters in which the Compact or its Members have an interest, and (iii) other matters in which the Compact has a direct or substantial interest, provided that in each instance, such dual or common representation would not cause a violation of rules governing attorney conduct. Compact counsel shall discharge such duties only when requested in writing by the Compact's Governing Board. Prior to making such a request, the Compact's Governing Board shall determine whether the interests of the Compact would be advanced by such dual or common representation and shall evaluate if actual or potential conflicts of interest exist. If any conflicts are identified, they shall be described in the written request. Counsel shall then make its own determination whether such dual or common representation would not cause a violation of rules governing attorney conduct.



Planning Board

Jan Sebastian Drive, Sandwich, MA 02563
Phone: 508 833 8001
Fax: 508 833 8006
E-mail: planning@townofsandwich.net

To: Frank Pannorfi, Chair
Board of Selectmen

From: Justin O'Connor
Tree Warden

Date: October 8, 2015

Re: Scenic Road/Public Shade Tree Removal - 20 Water Street.

At their meeting on October 6, 2015, the Planning Board voted unanimously to approve with conditions a Scenic Road Permit Application that proposed the removal of a black locust tree at the driveway of 20 Water Street. Water Street is a Scenic Road in the town's by-law. Furthermore, the tree appears to be in the Water Street layout, which qualifies it as a Public Shade Tree under Massachusetts General Law Chapter 87, Section 1.

The applicants claim that the tree inhibits sight distance from the driveway and a memorandum from the Engineering Department agrees that "removal of the tree would improve sight distance and safety at the subject location." The Tree Warden also recommended to the Planning Board that the permit be granted with conditions. The conditions give general guidelines for tree replacement.

Prior to the public hearing, the Planning Board and the Tree Warden received a formal letter of protest to the tree removal, and pursuant to MGL Chapter 87 section 4, the Selectmen must approve the application before the tree may be removed.

The Planning Board respectfully recommends approval of this Scenic Road Permit Application.

Sincerely,

Justin O'Connor
Tree Warden

Enclosure:

- Application for Scenic Road Permit

RECEIVED

AUG 31 2015

Town Of Sandwich
THE OLDEST TOWN ON CAPE COD



PLANNING BOARD PLANNING BOARD
16 Jan Sebastian Drive, Sandwich, MA 02563
Phone: 508 833 8001
Fax: 508 833 8006
E-mail: planning@ownofsandwich.net

TOWN CLERK
TOWN OF SANDWICH

AUG 28 2015

11 H 29 M A Mlf
RECEIVED & RECORDED

SCENIC ROAD PERMIT APPLICATION

PROPERTY OWNER (S): Charles E. Kathryn Kleekamp

ADDRESS: 20 Water St Sandwich, Ma 02563

MAILING ADDRESS: PO Box 1300 Sandwich, Ma 02563

PHONE #: 508-833-1271

EMAIL: ckkleekamp@gmail.com

SIGNATURE OF PROPERTY OWNER(S): Kathryn Kleekamp Charles W. Kleekamp

APPLICANT: Charles E. Kathryn Kleekamp

ADDRESS: 20 Water St

MAILING ADDRESS: PO Box 1300 Sandwich, MA 02563

PHONE #: 508-833-1271

EMAIL: ckkleekamp@gmail.com

SIGNATURE OF APPLICANT: Kathryn Kleekamp Charles W. Kleekamp

LOCATION OF WORK: Sidewalk by driveway 20 Water St

MAP # 73 Lot # 73-146 House # 20
(Found on tax bill) Parcel ID

Registry of Deeds title reference: Book 15718, Page 81, or Certificate
Of Title Number _____ & Land Court Lot # _____ & Plan # _____
(Call Barnstable County Registry at (508) 362-7733).

Description of Work: See two (2) attachments

Request for the town to remove a black locust tree obstructing exiting view from our driveway at 20 Water Street.

Exiting the driveway from 20 Water Street is extremely precarious. This is caused primarily by the driver's view to the right being largely obscured by a large mature black locust tree trunk. It is growing next to the sidewalk on town property. Attached is a photo from the driver's view illustrating the problem. (Orange band on trunk).

If this tree were removed it would allow the driver to have a longer sight range to the right, hence more time to concentrate on approaching traffic to the left. The road curve and upgrade hill toward the neighboring Hoxie House on the left is most dangerous when exiting the driveway due to fast moving approaching cars hidden by those natural street contours.

Opening the view to the right allows the driver to see further in that direction and hence gives more time to concentrate on the hazardous left view before exiting the driveway.

In addition, the locust tree branches are entangled in the power lines giving a credible cause to a storm power outage. (View attached). The removal of this tree would enhance the reliability of the electrical distribution system.

We would greatly appreciate the removal of this tree to improve the exit safety of our driveway.



Driver view exiting 20 Water Street

Attachment (2) Scenic Road Permit Application ~ Charles and Kathryn Kleekamp 8/28/2015



Locust tree branches are entangled in the power lines

138 Main Street
Sandwich, Mass.

Planning Board / Tree Warden
Town of Sandwich, Mass.

Frank E. Colombe, Jr.
138 Main Street
Sandwich, Mass. 02573
Cell #: 508-776-8079

30 September 2015

Please record me as being firmly
opposed to the removal of the black
locust tree near the driveway entrance
at 20 Water Street, Sandwich.

The tree has stood for many years,
and deserves to stand many more -
That portion of Water Street needs to
be guarded against further "modernization".

Thank you - Frank E. Colombe, Jr.

RECEIVED
OCT 01 2015
PLANNING BOARD



To the Sandwich Board of Selectmen
November 2, 2015

The First Night Sandwich Committee is happy to announce its fourth annual First Night Sandwich celebration will take place on December 31, 2015 from 4PM to 9PM. This year will see the return of the skating rink, Reveler's Parade down Main St, many performers and artists, and hands on crafts for young and old. Along with the beautiful, floating lit lantern display on the pond this year and the countdown at 9PM on the shores of Shawme Pond, we are requesting permission from the Board of Selectmen to have a short fireworks display at the end of the countdown and finale at 9PM. We have secured an exemplary company to handle the operation in Stephen of Pelkey, Atlas Pyrovision. Fire Chief Carrico was happy to hear we were using this company, as he is familiar with them and their responsible operation. The Chief and Stephen Pesky have looked at the site together, Cemetery Point on the shore of Shawme Pond, and are in agreement that it would be a safe place to set up and set off a fireworks display. We hope that you will give us permission to proceed in having this new addition to the festivities this year at First Night Sandwich 2016!

Thank you
The First Night Sandwich Committee



Dear Neighbor,

This year our town will usher in the New Year with First Night Sandwich. We invite you to join us in celebrating "The Town of Giants".

First Night Sandwich is a family friendly, non-alcoholic celebration of our cultural community with events throughout the village area. We are fortunate to have over one dozen venues including Town Hall, Sandwich Glass Museum, St. John's Church and Masonic Lodge where creative activities and live music, dance and theater performances will occur to the delight of participants. In addition, there will be outdoor displays of ice sculptures, murals and a resolution wall. A magical, musical, revelers parade will journey from the Wing School, down Beale Avenue and then Main Street. This year's theme is Sandwich, The Town of Giants. We are continuing this winning theme for First Night Sandwich 2016.

Activities and performances commence at 4:00 pm and continue until 7:45 pm. The parade begins at 8:00 pm. Everyone will gather at Shawme Pond for the Grand Finale at 9:00 pm; a glorious illuminated "early" countdown coupled with floating lanterns on the pond, a military canon salute, church bell tribute and a small firework display (with music) across the pond, will conclude the evening.

Our town officials, leaders, and safety services have been completely supportive of First Night Sandwich and will be on hand to assure a flawless evening. Our volunteers will be positioned throughout the village to assist and direct participants. Motorists will be able to travel in town with minor interruption. A map of venues and a timetable for performances will be published in the Sandwich Enterprise on December 25th and will be posted on our website, firstnightsandwich.com.

To help make this a safe and pleasant experience for all we will be providing flood lighting along Water Street, Liberty St, Beale Ave, and along Main Street there will be glowing lanterns to light the way.

Sandwich village is a gem we all treasure. Some of us are fortunate enough to live here. Everyone involved with First Night Sandwich is sensitive to your property and privacy. We thank you for sharing this very special part of town that you call home for this magical event.

Please feel free to contact any one of us if you have any questions at all. We wish you a very happy holiday season and hope you will join us to welcome the New Year.

Sincerely,

First Night Sandwich Co-Chairs

Melinda Gallant

508-776-2530

Paula Johnson

508-274-6806

Neila Neary

774-994-0366

Mary Hunt

774-313-8516



The Commonwealth of Massachusetts
 Executive Office of Public Safety & Security



Department of Fire Services

P.O. Box 1025 ~ State Road

Stow, Massachusetts 01775

(978) 567-3100 Fax: (978) 567-3199

FP-027

Application/Permit for Supervised Display of Fireworks

This form shall be used as the application and permit for all supervised display of fireworks in the Commonwealth of Massachusetts.

A copy of this application and required documentation must be submitted to the head of the local fire department **at least twenty (20) days in advance of the proposed date of display** as required by 527 CMR 1.00 Section 1.12.8.37.2.2(1).

Required Documentation to be Submitted

- Diagram/site plan showing points where fireworks are to be discharged, location/distance to the audience, buildings, highways, overhead obstructions, etc. (handwritten maps are not acceptable; Maps must be Google, Bing, GIS)
- The number and description of the fireworks/pyrotechnics including the diameter of the shells.
- A copy of the natural barrier letter from the State Fire Marshal's Office (if applicable).
- FAA, Coast Guard, or other agency approvals/notifications

One copy of this form and required documentation must be forwarded by the Head of the Fire Department to the State Fire Marshal (by email dfs.licensing@state.ma.us, fax, or mail) not later than five (5) days after receipt of said application as required by 527 CMR 1.00 Section 1.12.8.39.2.2(4).

Name of Sponsor: First Night Sandwich, Inc. Phone #: 508-477-9677

Address of Sponsor: P.O. Box 1472, Sandwich MA

Location of Display (GPS coordinates): Old Town Cemetary N41.755216 W70.500438

Nearest GPS Street Address to display set up: Grove Street, Sandwich MA

Date Show is to be Held: 12/31/2015 From: 8:30 a.m. / p.m. to: 9:30 a.m. / p.m.

Rain Date (if applicable): N/A From: _____ a.m. / p.m. to: _____ a.m. / p.m.

Fireworks/Special Effects Company: Atlas PyroVision Entertainment Group Phone #: 603-532-8324

Current Users Certificate Number: PY 1001 Date of Expiration: 5/1/2016

Name of Competent Operator: Stephen Pelkey

Certificate of Competency #: FW 154 Expiration Date: 11/17/2016

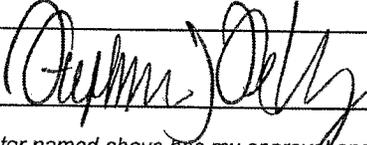
Company Supplying Fireworks: (if different from applicant user certificate listed above): Atlas PyroVision Entertainment

Application/Permit for Supervised Display of Fireworks

Manner and Location of Storage of Fireworks Prior to Display:

Fireworks arrive day of display, no overnight storage

Signature of Competent Operator: _____



Date: _____

10/15/15

I hereby certify that the competent operator named above has my approval and that in my opinion, the display described will be of such character, so located, discharged or fired as not to be hazardous to property or to endanger any person or persons. (G.L. Chapter 148, §39A)

- There are no changes to the natural barrier approval (no new developments, etc...)

Restrictions:

Signature of Head of Fire Department: _____

Date: _____

This permit will expire at midnight on _____

One copy of this form must be forwarded to the State Fire Marshal (electronically, mail or fax) no more than five (5) days after receipt of said application by the head of the fire department as required by 527 CMR 1.00 Section 1.12.8.39.2.2 (4).

For Fire Department Use Only

Before the Show

- Review DEP advisory on perchlorates
- Verify active license and company information at www.mass.gov/dfs (License Lookup)

Day of Show

- Pre show site inspection: Establish secured area with a suitable barrier such as snow fencing or equivalent (caution tape is not sufficient). Natural barriers, as approved by SFMO, have not changed. Secured area must be established and maintained from the arrival of the fireworks until the completion of the display.
- If using racks, determine that the rack placement conforms to the approved site.
- Check racks for correct spacing and stability. Check angling of mortars.
- If not using racks, determine that mortar tubes are sufficiently buried. Check angling of mortars.
- Determine weather and wind conditions just prior to display. If necessary conduct a test shot.
- All fireworks shall be fired electrically.

Following the Show

- A competent operator must ensure a search is made for any unignited shells and related materials immediately following the display and at the first available daylight.
- Upon completion of the search, a competent operator shall report all findings to the head of the local fire department.

Department of Fire Services

FW-000154

Fireworks Certificate of Competency

**Stephen T Pelkey
PO Box 190
Jaffrey NH 03452**



**Expiration Date
11/17/2016**

State Fire Marshal

A handwritten signature in black ink, appearing to read "Stephen T. Pelkey".

First Night Sandwich, Inc. – Sandwich, MA

210' radius circle – 1.4G cakes

**Discharge site is 945' from spectators, 25' from trees, 295' from
closest road, 230' from closest house & 400'+ from land across lake**





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/15/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER FIAI/Cross Insurance 1100 Elm Street Manchester NH 03101		CONTACT NAME: Carrie Morgan PHONE (A/C, No, Ext): (603) 669-3218 FAX (A/C, No): (603) 645-4331 E-MAIL ADDRESS: cmorgan@crossagency.com	
INSURED Atlas PyroVision Entertainment Group Inc 136 Old Sharon Road Jaffrey NH 03452		INSURER(S) AFFORDING COVERAGE INSURER A: Lexington Ins Co INSURER B: National Indemnity Company INSURER C: Riverport Ins Co c/o Berkley Risk INSURER D: INSURER E: INSURER F:	

COVERAGES CERTIFICATE NUMBER: 15-16 All w/ WC REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATION MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY		015375109	3/15/2015	3/15/2016	EACH OCCURRENCE \$ 2,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input checked="" type="checkbox"/> \$5,000 Deductible					MED EXP (Any one person) \$ 10,000
	<input checked="" type="checkbox"/> Contractual Liability					PERSONAL & ADV INJURY \$ 2,000,000
GENL AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 4,000,000
<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 4,000,000
OTHER:						\$
B	AUTOMOBILE LIABILITY		70APB000718	3/15/2015	3/15/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO ALL OWNED AUTOS	<input checked="" type="checkbox"/> SCHEDULED AUTOS	Incl Hired Phys Damage			BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS	Includes MCS-90			BODILY INJURY (Per accident) \$
	Comprehensive \$500					PROPERTY DAMAGE (Per accident) \$
Collision \$500			Hired Physical Damage \$ 75,000			
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR		015375094	3/15/2015	3/15/2016	EACH OCCURRENCE \$ 10,000,000
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE				AGGREGATE \$ 10,000,000
	DED <input checked="" type="checkbox"/> RETENTION \$ 10,000					\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	WC-28-83-003487-05	6/13/2015	6/13/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N	(3a.) NH, CT & VT			E.L. EACH ACCIDENT \$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Includes Longshoreman's & Harbor Work Comp Act			E.L. DISEASE - EA EMPLOYEE \$ 500,000
						E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Fireworks Display in Sandwich, MA.
 First Night Sandwich, Inc, Board of Directors, officers, volunteers and sponsors, Town of Sandwich, MA are included as additional insured with respects to the General Liability as per written contract.

CERTIFICATE HOLDER First Night Sandwich, Inc. PO Box 1472 Sandwich, MA 02563	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Laura Perrin/JSC 

Attachment 1



U.S. Department
of Transportation

Eastern Service Center
Operations Support Group
AJV-E2

1701 Columbia Ave.
College Park, GA 30337

REQUEST FOR FIREWORKS DISPLAY

Company Name: Atlas PyroVision Entertainment Group

Email Address of Person Submitting Request: hannah.pelkey@atlaspyro.com

Event Name: First Night Sandwich, Inc.

Display Date: 12/31/2015 Rain Date: _____

Display Start Time: 8:30pm

Duration of Fireworks Display: 10 min.

Max Height of Fireworks 200' max.

City or Town and State (Physical Address): Grove Street - Sandwich, MA

Latitude: N41.755216 (North) Longitude: W70.500438 (West)

List the Closest Public Use Airport Within 25 Nautical Miles of the Display if the Fireworks
Will Reach or Exceed 500 Ft. _____

Special Notes: _____



3. **Postponement:** If CUSTOMER elects to postpone/reschedule the Display and requests a Postponement Date within this Agreement, ATLAS shall be paid the Display Amount plus a rescheduling service fee equal to one of the sub-provisions below. If there is no Postponement Date stated within this Agreement, CUSTOMER and ATLAS shall mutually agree upon a suitable reschedule date taking into consideration availability of permits, materials, equipment, transportation, labor and further provided CUSTOMER accepts ONE of the additional terms of 3.2 (A – C). However, in no event shall the DISPLAY be rescheduled for a date more than 90 Days from the date first set forth within this Agreement.
 - 3.1 If CUSTOMER postpones up to 36 hours prior to Display Date there shall be no additional fee, provided the stated Postponement Date herein is within ten (10) days of the Display Date.
 - 3.2 IF CUSTOMER postpones with less than 36 hours notice, one of the following provisions shall apply:
 - A. If CUSTOMER elects postponement and ATLAS is notified by either contacting ATLAS staff by telephone at 603-532-8324 or by email to sales@atlaspyro.com, prior to 7:00 a.m. on the Display Date, CUSTOMER agrees to pay an additional Postponement Fee of ten percent (10%) of the Display Amount.
 - B. If CUSTOMER elects postponement after 7:00 a.m. on the Display Date, there shall be an additional Postponement Fee of twenty percent (20%) of the Display Amount; and CUSTOMER agrees to forfeit their Postponement Date stated herein, if applicable. If stated postponement date is no longer available CUSTOMER and ATLAS shall mutually agree upon a suitable reschedule date taking into consideration availability of permits, materials, equipment, transportation, labor and CUSTOMER agrees that the Display shall be rescheduled for a date not more than 90 days from the date first set forth within this Agreement. If CUSTOMER and ATLAS cannot agree on a reschedule date with the best efforts of both parties, all provisions of Paragraph 4 shall apply.
 - C. If ATLAS technicians have begun the setup of the Display and adverse weather conditions cause the Authority Having Jurisdiction (“AHJ”) to exercise its sole and absolute discretion to determine the performance of any Display to be impossible, impractical or would unnecessarily increase the risk of damage or danger to person(s) and/or property, all parties agree to immediately hold a Postponement Date meeting by contacting ATLAS corporate staff by telephone or in person in order to attempt to reschedule the Display for a mutually satisfactory Postponement Date and time. In the event the mutually satisfactory Postponement Date and time is beyond the day following the scheduled Display Date and it is impracticable for the personnel and equipment of ATLAS to remain at the SITE until the rescheduled Display Date, then CUSTOMER agrees to pay the actual expenses incurred by ATLAS, not to exceed thirty percent (30%) of the Display Amount. Actual expenses include, but are not limited to, expenses for travel, lodging, labor, meals, rentals, permit fees, set-up and/or dismantling of Display, additional taxes or surcharges, or any other additional expenses that incurred to and/or as a result of the Postponement or Cancellation.
4. **Cancellation:** If CUSTOMER cancels this Agreement for any reason liquidated damages for such Cancellation shall be paid by CUSTOMER to ATLAS as follows:
 - 4.1 In the event the Display is cancelled more than thirty (30) days before the Display Date, CUSTOMER agrees to pay to ATLAS 10 percent (10%) of the Contract Amount.
 - 4.2 In the event the Display is cancelled less than thirty (30) days but more than 36 hours before the Display Date, CUSTOMER agrees to pay to ATLAS twenty-five percent (25%) of the Contract Amount.
 - 4.3 In the event the Display is cancelled less than 36 hours prior to the scheduled Display Date, CUSTOMER agrees to pay to ATLAS fifty percent (50%) of the Contract Amount.
5. **Safety:** CUSTOMER shall provide and pay all fees associated with the Fire Department Detail as may be required by the AHJ and/or by state statute and/or regulation. ATLAS and CUSTOMER shall each comply with the applicable federal, state and local laws and regulations and employ safety programs and measures consistent with recognized applicable industry standards and practices. At all times before and during the Display, it shall be within ATLAS' sole discretion to determine whether or not the DISPLAY may be safely discharged or continued, apart from when the AHJ makes a determination to cancel or postpone due to reasonable safety concerns. It shall not constitute a breach of this Agreement by ATLAS when fireworks fail or malfunction, or when ATLAS and/or the AHJ determines that the Display cannot be discharged or continued safely due to conditions or circumstances affecting safety beyond the reasonable control of ATLAS.
6. **Security:** CUSTOMER shall provide and pay for adequate security personnel, barricades, snow-fencing (if required by statute, regulation or AHJ), Police Department services as may be necessary to preclude individuals other than those authorized by ATLAS from entering an area to be designated by ATLAS as the area for the set-up of the Display, including a fallout area satisfactory to ATLAS where the pyrotechnics may safely be discharged and any debris may safely fall. ATLAS shall have no responsibility for monitoring or controlling CUSTOMER'S other contractors, vendors or volunteers; the public; areas to which the public, contractors, vendors or volunteers have access including vehicular traffic, roadways and parking areas.



7. **Cleanup:** ATLAS shall be responsible for the removal of all equipment provided by ATLAS and clean up of any "Live" or "Unexploded" pyrotechnic material (shall mean any device that contains unexploded mixtures or components) associated with the Display. CUSTOMER shall be responsible for the SITE after 9:00 a.m. the day following the Display for any other cleanup of "non-pyrotechnic" debris (non-pyrotechnic debris shall mean paper, paper disks, plastic, foil, rubber bands, etc.) that may be associated with the Display. CUSTOMER shall provide ATLAS with a trash receptacle or other suitable means for the disposal of all non-pyrotechnic material; cardboard boxes and incidental lumber from the Display. ATLAS is not responsible for replacing sod, dirt, or gravel to its original condition, or the cleaning up of sand or non-pyrotechnic debris.
8. **Insurance:** ATLAS agrees to provide; 1) General Liability insurance coverage for damages to persons or property arising from or related exclusively to the Display provided by ATLAS; 2) Automobile Liability Insurance; 3) Workers' Compensation Insurance (by State Statute.) The description, certificate holder and additional insured, if any, will be provided upon request and/or outlined within the Scope of Work.
9. **Indemnification:** ATLAS represents and warrants that it is capable of furnishing the necessary experience, personnel, equipment, materials, providers, and expertise to produce the Display in a safe and professional manner. Notwithstanding anything in the Agreement to the contrary, ATLAS shall indemnify, hold harmless, and defend CUSTOMER and the additional insured's from and against any and all claims, actions, damages, liabilities and expenses, including but not limited to, attorney and other professional fees and court costs, in connection with the loss of life, personal injury, and/or damage to property, arising from or out of the Display and the presentation thereof to the extent such are occasioned by any act or omission of ATLAS, their officers, agents, contractors, providers, or employees. CUSTOMER shall indemnify, hold harmless, and defend ATLAS from and against any and all claims, actions, damages, liability and expenses, including but not limited to, attorney and other professional fees and court costs in connection with the loss of life, personal injury, and/or damage to property, arising from or out of the Display and the presentation thereof to the extent such are occasioned by any act or omission of CUSTOMER, its officers, agents, contractors, vendors, providers, or employees. In no event shall either party be liable for the consequential damages of the other party.
10. **Limitation of Damages for Ordinary Breach:** Except in the case of bodily injury and property damage as provided in the insurance and indemnification provisions of Paragraphs 8 and 9 above, in the event CUSTOMER claims that ATLAS has breached this Agreement or was otherwise negligent in performing the Display provided for herein, CUSTOMER shall not be entitled to claim or recover monetary damages from ATLAS beyond the amount CUSTOMER has paid to ATLAS under this Agreement, and shall not be entitled to claim or recover any consequential damages from ATLAS including, without limitation, damages for loss of income, business or profits.
11. **Warranty and Disclaimer:** ATLAS acknowledges and CUSTOMER agrees that it is an acceptable industry occurrence to experience up to three percent (3%) of pyrotechnic failure-to-ignite during Display. Any amount over the acceptable industry standard may be inventoried and an equitable refund may be provided to CUSTOMER within 30 days of Display. ATLAS may make pyrotechnic substitutions to the Scope of Work of equal or greater value if, in its sole opinion, such substitutions are reasonable and necessary. ATLAS shall notify CUSTOMERS of such changes prior to Display. In the event that the Display is reduced or modified by the AHJ or by ATLAS for safety concerns, the full dollar amounts outlined in this Agreement remain enforceable.
12. **Force Majeure:** CUSTOMER agrees to assume the risks of weather, strike, civil unrest, terrorism, military action, governmental action, and any other causes beyond the control of ATLAS which may prevent the Display from being safely discharged on any scheduled date, which may cause the cancellation of any event for which CUSTOMER has purchased the Display, or which may affect or damage such portion of the equipment as may be placed and exposed prior to the Display. If ATLAS is not reasonably able to safely discharge the Display on the scheduled date, or at the scheduled time, or should any event for which CUSTOMER has purchased the Display be canceled as a result of such causes, CUSTOMER may; 1) Reschedule the Display and pay ATLAS such sums as provided in Paragraph 3; or 2) Cancel the Display and pay ATLAS such sums as provided in Paragraph 4, based upon when the Display is canceled.
13. **Assignment** – CUSTOMER'S consent is not required for an assignment of this Agreement in connection with a sale, disposition or transfer of business assets to an affiliate company of ATLAS, which may be a majority-ownership affiliate of ATLAS. The assigned party shall unconditionally guarantee all of the provisions for the term of this Agreement.
14. **Taxes:** CUSTOMER agrees to pay all applicable sales, use, and entertainment taxes that may be required within the state the display is located and furnish ATLAS with a certificate of exemption prior to the Date of Display.



15. **Joint and Several Responsibility:** If there is more than one CUSTOMER, they agree to be jointly and severally responsible for performance of CUSTOMER'S obligations under this Agreement. This Agreement shall become effective after it is executed and accepted by CUSTOMER and after it is executed and accepted by ATLAS at its' corporate offices in Jaffrey, New Hampshire. This Agreement may be executed in several counterparts, including faxed and emailed copies, each one of which shall be deemed an original against the Party executing same. This Agreement shall be binding upon the Parties hereto and upon their heirs, successors, executors, administrators and assigns.
16. **Price Firm:** If any changes or alternations are made by CUSTOMER to this Agreement, or if this Agreement is not executed by CUSTOMER and delivered to ATLAS on or before the "PRICE FIRM DATE" shown below, then the price, date, and Scope of Work of the Display are subject to review and acceptance by ATLAS for a period of 15 days following delivery to ATLAS of any executed Agreement. In the event it is not accepted by ATLAS, ATLAS shall give CUSTOMER written notice, and this Agreement shall be null and void.

16.1 Price Firm Date: 11/15/2015 **EXECUTED AGREEMENT MUST BE DELIVERED TO ATLAS BY THIS DATE.**

17. **Legal Construction:** This Agreement constitutes the entire Agreement of the parties and may not be altered except in writing signed by both parties. This Agreement and the rights and obligations of the Parties hereunder shall be construed in accordance with the laws of the State of New Hampshire. Should any provision of this Agreement be determined by a court of competent jurisdiction to be invalid, such provision shall be stricken and the remaining provisions shall be interpreted in a manner to fulfill the intent of the parties. By signing this Agreement, CUSTOMER agrees that they have read, understand, and agree with all of the terms, conditions and obligations of the Agreement.

Atlas PyroVision Entertainment Group, Inc.

Customer, duly authorized

By: _____
Stephen T. Pelkey, CEO

By: _____
Name: _____
Title: _____
Date: _____

Copy - B4DL



Plymouth Sign Co., Inc. Since 1956

plysignco@capecod.net
www.plymouthsign.com

Telephone (508) 398-2721
Fax (508) 760-3130

October 26, 2015

SELECTMEN

Sandwich Board of Selectmen
130 Main Street
Sandwich, MA 02563

NOV 02 2015
RECEIVED

R:E: 76 Tupper Road-Sandwich Ma

Dear Board of Selectmen,

Under the provisions of the Sandwich Town Bylaw, Section 6.60, part 5(g) and Part 6 (a), the sign that was installed at the above address, specifically "PrimeLending" is in violation of these bylaws.

We are seeking authorization from the Board of Selectmen for the current placement of the sign. After speaking to the building department, that due to utilizing the same existing footprint for placement of this structure forced placement of this sign onto town property. A copy of the certified as-built plan verifies this.

We would like to be put on the agenda at the next meeting to present.

Sincerely,
G Michael Caggiano Jr.
508-398-2721
Mike. plysign@comcast.net

SANDWICH BOARD OF SELECTMEN

PUBLIC HEARING NOTICE

SCHEDULE OF FEES AND CHARGES

Notice is hereby given that a Public Hearing has been scheduled for **Thursday, November 5, 2015** at 8:00 p.m. in the Sandwich Town Hall, 130 Main Street, Sandwich, MA, for the purpose of reviewing the Town's schedule of fees and charges. As provided for under Section 2.60 of the Town's Bylaws, the Board of Selectmen is considering promulgating new fees or revising existing charges in all municipal departments. Any person wishing to be heard concerning this subject will be afforded an opportunity to speak at that time.

Frank Pannorfi, Chairman
Board of Selectmen

Sandwich Town Hall Auditorium Use

Proposed Changes 11/5/2015

1. Require all auditorium users – including those not required to pay the on-call supervisor fee because they have their own Town-approved/trained on-call supervisor – to pay the \$50.00 utility and septic surcharge. There have been many events held annually which do not contribute any financial compensation or reimbursement to the Town for use of the space. The two most notable examples of users this would apply to are events held by the Sandwich Public Library and Sandwich Community Television for events they sponsor with 3rd parties unrelated to Town committee meetings or Town business.
2. Add an additional \$25.00 custodial set-up/clean-up fee for all users subject to the on-call supervisor fee. Most of the uses of the auditorium have resulted in the Town having to pay a custodian to set up the microphones/wiring and room furniture prior to the event, and vacuum, wash floors and generally clean-up the room after the event.
3. Require all users subject to the on-call supervisor fee to provide a separate \$100.00 fully refundable deposit for potential extra on-call supervisor hours. Past practice has shown us that when the number of actual hours for the on-call supervisor exceeds the 4 hour minimum, we are generally unable to recover the additional hourly costs as the event is already over. If no additional hours were actually needed, then the check would be refunded in full. It is essentially a deposit so that we do not have to pursue renters for the additional fee if it is needed.
4. Require all renters that are subject to copyright licenses for performances to provide a copy of their copyright license to the Town prior to the event.
5. Require all renters that require stage lighting and/or use of the sound system to provide their own light/sound professional to be on-site during the performance at their own expense. This individual must be prior-approved by the Town prior to the event. In the event the auditorium lighting and/or sound system settings are left disrupted from the default setting and the Town has to hire its own professional to correct it, the renter must reimburse the Town for this expense in full.
6. Reduce maximum occupancy reflected in the regulations to more accurately reflect actual experience (i.e., 205 seated people to 175 seated people).

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

TO: Board of Selectmen
FROM: Kathleen Coggeshall, Office Manager
DATE: October 20, 2015
SUBJECT: Advertising Fee

I respectfully recommend that the Board of Selectmen approve an increase to the fee charged for advertising public notices in the *Sandwich Enterprise* legals. This has not been changed in several years; however, rates have increased. For example the most recent legal ad for the Bee-Hive liquor transfer was \$30.40.

I would recommend increase the fee from the current \$20.00 to \$35.00.

Thank you for considering my request.

**BUILDING DEPARTMENT
PROPOSED NEW PERMITS AND OR FEE INCREASES**

ELECTRICAL

	Current	Proposed
Residential		
Per Inspection	\$30.00	\$40.00
Solar (2 Inspections)	60.00	100.00
Commercial		
Per Inspection	30.00	80.00

Rationale:

The above current fees have been in effect since approximately 1995. Over this time, the Electrical Code has become broader and more complicated, especially with the advent of more advanced schematic controls and switches and the time it takes to inspect such equipment. Solar installations require added time through the initial design phase and inspections through to completion.

The Electrical Inspector is required to attend mandatory classes for continuing education each year, notwithstanding attendance at inspector meetings as well as membership in the International Electrical Inspector Association and the NFPA who writes the Electrical Code. Adding to the workload is the building department's policy change, in its effort to enhance safety inspections, that the Electrical Inspector be part of the annual inspections required by the Building Code.

It is the building department's belief that these small increases in fees will, in a small way, help offset the cost of services mandated by the building, electrical and plumbing/gas codes and the department's efforts to provide better and more efficient safety inspections.

Respectfully,



Paul D. Spiro, CBO
Inspector of Buildings

**BUILDING DEPARTMENT
PROPOSED NEW PERMITS AND OR FEE INCREASES**

PLUMBING

	Current	Proposed	New
Residential			
1 st Fixture	\$25.00	\$35.00	
Additional Fixture	10.00	10.00	
Combination Permits			
Water Heater/ (P&G)			\$60.00
Water Heater/Boiler/Backflow (P&G)			60.00
Small Appliance - D/W; Backflow; Disposal; Replacement			35.00
Commercial			
1 st Fixture	50.00	100.00	
Additional Fixture	10.00	10.00	

GAS

Residential			
1 st Fixture	\$25.00	\$35.00	
Additional Fixture	10.00	10.00	
Vent Only			\$25.00
Commercial			
1 st Fixture	50.00	100.00	
Additional Fixture	10.00	10.00	
Replacement Fixture			75.00

Rationale:

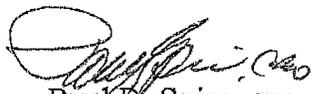
The above current fees have been in effect since approximately 1995. Since this time, there have been many code changes and the need for newer and better inspection equipment (gas testers; CO detectors, etc.). Adding to the workload is the building department's policy change, in its effort to enhance safety inspections, that the Plumbing/Gas Inspector be part of the annual inspections required by the Building Code.

Further, manufacturers have changed venting of equipment via direct venting which has caused many more "call outs" by contractors, homeowners and the Sandwich Fire Department.

The Plumbing/Gas Inspector is required to attend 12 hours of mandatory classes for continuing education per year notwithstanding the minimum of 6 inspector meetings. Of course, time and mileage is paid for these required educational classes and meetings and the aforementioned "call outs".

It is the building department's belief that with the addition of the new combination permits listed above, more contractors will "pull" permits since it would be a savings to them from pulling separate plumbing and gas permits for such work; also it will help increase the number of inspections which will prevent gas boilers from being installed without permits and inspections. The increase in the fees along with the combination permit fees will, in a small way, help offset the cost of services mandated by the building, electrical and plumbing/gas codes and the department's efforts to provide better and more efficient safety inspections.

Respectfully,

A handwritten signature in black ink, appearing to read "Paul D. Spiro". The signature is written in a cursive style with a large, looping initial "P".

Paul D. Spiro, CBO
Inspector of Buildings



Memorandum from Town Treasurer/Collector

To: Board of Selectmen
From: Bill Jennings – Town Treasurer/Collector
Date: September 25, 2015
Re: Fee Change Proposal – Municipal Lien Certificate

I am proposing a change to the Municipal Lien Certificate (MLC) fee currently charged by the Tax Collector's office. The current fee is \$25.00 per parcel; it is my proposal to change the fee to \$50.00 per parcel.

A Municipal Lien Certificate is issued by the Town Treasurer/Collector and states the amount of property taxes that are assessed against a particular piece of property. Whenever someone buys property or refinances, a Municipal Lien Certificate is routinely recorded along with the new deed or mortgage. By recording a Municipal Lien Certificate, the property owner's liability for unpaid taxes is limited to those listed on the certificate. If the town discovers afterwards that more taxes are owed, the new property owner is not liable for them.

I have included a list of Towns of the Cape and what they charge per MLC. The average amount charged is roughly \$35.00 with the maximum amount being \$75.00 and the minimum amount being charged \$25.00. A questionnaire was issued by the Massachusetts Collectors and Treasurer's Association in September 2014 and 67% of towns who responded were charging \$50.00 or greater.

It is my belief that increasing the fee to \$50.00 per parcel will bring Sandwich more in line with the industry norm and help generate revenue for the Town.

Thank you,

Bill Jennings

<u>Town</u>	<u>Amount Charged for MLC</u>
1 Barnstable	\$ 40.00
2 Bourne	\$ 50.00
3 Brewster	\$ 25.00
4 Chatham	\$ 25.00
5 Dennis	\$ 25.00
6 Eastham	\$ 25.00
7 Falmouth	\$ 75.00
8 Harwich	\$ 25.00
9 Mashpee	\$ 50.00
10 Orleans	\$ 40.00
11 Provincetown	\$ 25.00
12 Sandwich	\$ 25.00
13 Truro	\$ 25.00
14 Wellfleet	\$ 25.00
15 Yarmouth	\$ 40.00

*\$50 for land over 1 acre in size

Average \$ 34.67

High \$ 75.00

Low \$ 25.00

9 Towns at \$25

3 Towns at \$40

2 Towns at \$50

1 Town at \$75

BOARD OF SELECTMEN

PUBLIC HEARING

In accordance with Mass. General Laws. C. 140, Section 59, the Sandwich Board of Selectmen will hold a public hearing on Thursday, November 5, 2015, 8:15 p.m., 130 Main Street, Sandwich, MA 02563 on the application of Leo J. Paulding for a Class II Used Car Dealer's License to be operated at 3 Glacier Path, East Sandwich, MA. Any person wishing to be heard on this subject will be afforded an opportunity to speak at that time.

Frank Pannorfi , Chairman
Board of Selectmen

APPLICATION FOR A LICENSE TO BUY, SELL, EXCHANGE
OR ASSEMBLE SECOND HAND MOTOR VEHICLES
OR PARTS THEREOF

I, the undersigned, duly authorized by the concern herein mentioned, hereby apply for a _____ class license, to Buy, Sell, Exchange or Assemble second hand motor vehicles or parts thereof, in accordance with the provisions of Chapter 140 of the General Laws.

1. What is the name of the concern? Cape Cod Auto Sales, LLC

Business address of concern. No. 3 Glacier Path St.,
East Sandwich City — Town.

2. Is the above concern an individual, co-partnership, an association or a corporation? LLC

3. If an individual, state full name and residential address.

4. If a co-partnership, state full names and residential addresses of the persons composing it.

5. If an association or a corporation, state full names and residential addresses of the principal officers.

President _____

Secretary _____

Treasurer _____

6. Are you engaged principally in the business of buying, selling or exchanging motor vehicles? Yes

If so, is your principal business the sale of new motor vehicles? No

Is your principal business the buying and selling of second hand motor vehicles? Yes

Is your principal business that of a motor vehicle junk dealer? No

7. Give a complete description of all the premises to be used for the purpose of carrying on the business.

3 Glacier Path
East Sandwich, MA
02537

8. Are you a recognized agent of a motor vehicle manufacturer? No
(Yes or No)

If so, state name of manufacturer _____

9. Have you a signed contract as required by Section 58, Class 1? No
(Yes or No)

10. Have you ever applied for a license to deal in second hand motor vehicles or parts thereof? No
(Yes or No)

If so, in what city — town _____

Did you receive a license? _____ For what year? _____
(Yes or No)

11. Has any license issued to you in Massachusetts or any other state to deal in motor vehicles or parts thereof ever been suspended or revoked? No
(Yes or No)

Sign your name in full Joseph Paulding
(Fully authorized to represent the person herein mentioned)

Residence 3 Glacier Path E. Sandwich, MA
02537

IMPORTANT

EVERY QUESTION MUST BE ANSWERED WITH FULL INFORMATION, AND FALSE STATEMENTS HEREIN MAY RESULT IN THE REJECTION OF YOUR APPLICATION OR THE SUBSEQUENT REVOCATION OF YOUR LICENSE IF ISSUED.

NOTE: If the applicant has not held a license in the year prior to this application, he must file a duplicate of the application with the registrar. (See Sec. 59)

TOWN OF SANDWICH

THE OLDEST TOWN ON CAPE COD



130 MAIN STREET
SANDWICH, MASSACHUSETTS 02563
TELEPHONE 508-888-4910
FAX 508-888-8655

TOWN OF SANDWICH Supplemental Application for Class II License

Applicant Name: Leo J. Paulding

Business Name: _____

Business Address: 3 Glacier Path East Sandwich, MA 02534

Business Telephone: (508) 958 41686

1. Is the occupation of selling used cars your principal business? Yes No

If no, what is your primary business? _____

2. Are you applying for a Class II license for the purposes of operating a retail or wholesale used car business? retail

3. Do you intend to apply for a Dealer's General Registration plate through the Registry of Motor Vehicles? Yes No

4. Please provide a complete description of the business operations planned for the proposed licensed location.

Vehicle(s) will be purchased from Insurance/Salvage Auctions then cleaned and serviced. Vehicle will be sold online or via personal networking. As clients increase and the demand for more vehicles are needed, a new location will be sought out for business.

5. Please describe the current use of the property and buildings (i.e., residence w/ home occupation, commercial, etc.) to be used for the proposed licensed activity. Do you plan to operate the proposed business from a separate and distinct facility? (Please explain)

Residence w/ attached 2 car garage. No, not at this time.

6. Do you plan to store vehicles on the premises? (Yes or No)

If yes, how many vehicles and where? 1-2 Driveway

7. Please describe how you plan to satisfy the warranty repair provisions of G.L. c.140, §58. If you plan to contract for motor vehicle repair services, please provide the name and address of the repair facility and attach a copy of the service agreement.

I have an agreement with:
Cape Auto Repair
15 Jan Sebastian Way Unit C3
Sandwich, MA 02563

CERTIFICATION

I understand that false statements herein may result in the rejection of the application or the subsequent revocation off the license. I certify that the information on this application form is accurate and complete.

Applicant Printed Name: Leo J. Paulding

Applicant Signature: [Signature] Date: 8/13/15

FOR OFFICE USE ONLY Zoning District: _____

Please provide comments in the space provided, attach additional sheets if necessary.

Building Department: _____

Planning & Development: _____

Police Department: _____

Other: _____

From: Spiro, Paul
Sent: Thursday, October 15, 2015 3:42 PM
To: Coggeshall, Kathy
Cc: Mason, David; Haney, Blair; Peters, Joshua
Subject: RE: Class II

Hi Kathy—

It would be my interpretation that this would qualify as a by-right use as a home occupation as per our Zoning Bylaw Section 4110 only if an office is being used within the house as per this section and that there be no cars (zero) on the premises beyond what is allowed under the current Town Bylaw section 3.65. If one or two cars are allowed by BOS as part of this permit, they shall not be stored in the front yard as defined in the zoning bylaw.

Paul D. Spiro, CBO
Inspector of Buildings
Town of Sandwich
508-888-4200



Sandwich Public Safety Planning

Board of Selectmen Presentation

November 5, 2015

Overview

- Outlining Projects at 4 Funding Levels as Requested by Selectmen
- Conceptual Projects with Approximate Cost Estimates
- Based on Past Sandwich Work & Current KBA Projects
- Building Cost Estimates Do Not Include Override Cost for Additional Fire/EMS Staff
- Average Annual Escalation Cost = +5.0%
- Construction Costs Increasing Significantly, Project Target Prices Decreasing Significantly
- Further Direction Needed before Fine-Tuning
- Recommend Selectmen Workshops with KBA once Decision Made on How Best to Proceed

Primary Public Safety Problems

1. Poor Fire/EMS Response Times to Sections of South Sandwich & East Sandwich Due to Current Building Locations & Staffing Levels
2. Fire/EMS & Police Buildings Do Not Meet Current Building Codes or Modern Public Safety Operations, Standards, & Functionality
3. Addressing Needs This Large Will Require Debt Exclusion for Capital Expense & Override for Staffing Expense
4. Public Safety Utilization Continues to Increase Significantly

Approximate \$10 Million Project

Options:

1. Two (2) New Fire/EMS Substations at QMH/Cotuit Rd. Site & East Sandwich (Est. \$4.5 Million Each)

- Does Not Address Police Needs
- Does Not Include Override Cost for 8 Fire/EMS Staff

OR

2. New Scaled-Down Police Station with Emergency Operations Center (EOC) at QMH/Cotuit Rd. Site (Est. \$10.6 Million) & Minimal Improvements to Fire/EMS East Sandwich Substation (Est. \$0.6 Million)

- Does Not Address Poor South Sandwich Response Times
- Does Not Include Override Cost for 8 Fire/EMS Staff
- Temporary East Sandwich Solution

Approximate \$15 Million Project

Options:

1. One (1) New Fire/EMS Substations at QMH/Cotuit Rd. Site (Est. \$4.5 Million) & Minimal Improvements to East Sandwich (Est. \$0.6 Million) with Scaled-Down Police Station with EOC at Headquarters Site (Est. \$10.6 Million)
 - Does Not Include Override Cost for 8 Fire/EMS Staff
 - Does Not Move Fire Administration to QMH/Cotuit Rd. Site (i.e., No New Fire Headquarters)
 - Temporary East Sandwich Solution

Approximate \$20 Million Project

Options:

1. Two (2) New Separate Scaled-Down Public Safety Headquarters Buildings at QMH/Cotuit Rd. Site and Minimal Improvements at Fire/EMS East Sandwich Substation

- Scaled-Down Police Station Headquarters with EOC (Est. \$10.6 Million)
- Scaled-Down Fire/EMS Headquarters Building (Est. \$11.9 Million)
- Temporary East Sandwich Solution (Est. \$0.6 Million)
- Does Not Include Override Cost for 8 Fire/EMS Staff

OR

2. Two (2) New Fire/EMS Substations at QMH/Cotuit Rd. Site & East Sandwich (Est. \$4.5 Million Each) and Scaled-Down Police Station Headquarters with EOC at QMH/Cotuit Rd. Site (Est. \$10.6 Million)

- Does Not Move Fire Administration Headquarters
- Does Not Include Override Cost for 8 Fire/EMS Staff

Approximate \$30 Million Project

Options:

1. New Combined Scaled-Down Public Safety Headquarters Building for Police & Fire at Headquarters Site (Est. \$25.0 Million) with New Fire/EMS Substation in East Sandwich (Est. \$4.5 Million)
 - Does Not Include Override Cost for 8 Fire/EMS Staff
 - The Most Complete, Long-Term Solution
 - If Additional Savings Needed, Go with Minimal, Temporary Improvements to Fire/EMS East Sandwich Substation (Est. \$0.6 Million)

Thank You!

Summary Chart

	\$10 Million		\$15 Million	\$20 Million		\$30 Million
	Option # 1	Option # 2	Option # 1	Option # 1	Option # 2	Option # 1
1. Fire/EMS Substation at Quaker Meetinghouse Road & Cotuit Road	✓		✓		✓	
2. Fire/EMS Substation at East Sandwich (location TBD)	✓				✓	✓
3. Scaled-down Police HQ (w/ Emer Op Ctr) at Quaker Meetinghouse Road & Cotuit Road (single/separate bldg.)		✓	✓	✓	✓	
4. Scaled-down Fire/EMS HQ at Quaker Meetinghouse Road & Cotuit Road (separate bldg.)				✓		
5. Minimal (temporary) Improvements to Fire/EMS Substation at East Sandwich (Station No. 2)		✓	✓	✓		
6. Combined Police & Fire/EMS HQ (w/ Emer Op Ctr) at Quaker Meetinghouse Road & Cotuit Road (single combined building)						✓

LONG RANGE CAPITAL PLAN

November 19, 2012



BOARD OF SELECTMEN

John G. Kennan, Jr., Chairman
Ralph Vitacco, Vice Chairman
Linell Grundman
Frank Pannorfi
James Pierce

Bud Dunham, Town Manager
Doug Lapp, Assistant Town Manager

CAPITAL IMPROVEMENT PLANNING COMMITTEE

John Juros, Chairman
John Vibberts, Vice Chairman
Mike Baker
Michael Dwyer
Don Leighton
Chris Richards (Former Member)

SUMMARY OF PRIORITIZED LARGE-SCALE CAPITAL PROJECTS

Group A – Top Priorities:

1. Joint Public Safety Building
2. Public Roads / Infrastructure
3. Water Resources Management
4. Beach Erosion Prevention

Group B – Secondary Priorities:

(Subject to Completion of Feasibility Study of Henry T. Wing School Re-Use)

5. Municipal Offices Consolidation
6. Henry T. Wing School Re-Use
7. School Consolidation (STEM)
8. Senior / Community Center
9. Library Facilities

Group C – Lowest Priorities:

10. Recreation Field Development Plan
11. Marina Office Building
12. Pedestrian / Bike Path Improvements



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: Gwenn Last Name: Dyson

Address: 4 Avon Dr.

City: Sandwich State: MA Zip Code: 02563

Phone Number: 7748100147 Ext. _____

Email: gwyson@icloud.com

Organization or Media Affiliation (if any): none

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): Board of Selectmen- Town of Sandwich MA

Specific person(s), if any, you allege committed the violation: Chairman of the Board of Selectmen - Frank Pannorfi

Date of alleged violation: October 23, 2014

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.

(copy of email sent to the BOS of Sandwich MA)

Please consider this email a formal complaint that the Board of Selectmen (BOS) in the Town of Sandwich have violated the open meeting Law of Massachusetts. On October 22, 2015, the BOS went into Executive Session to discuss the disposition of Real Property at South Sandwich Village.

During the meeting, an announcement was made that the Executive Session was allegedly held because:

" To consider the purchase, exchange, lease or value of real property if the chair declares that an open meeting may have a detrimental effect on the negotiating position of the public body".

The undersigned states that the premise under which the Executive Session was held is in error, and that the Town would suffer no detrimental effect if the current and continued discussions concerning the real property at SSVc was held in a public forum. The reasons are as follows:

- The land has already been the subject of a Purchase and Sales between the Town

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.

BOS will conduct further meetings about the SSVc in a public forum with appropriate subjects posted as required by law. BOS will post resulting minutes from the meetings related to the SSVc in a timely manner so they will be available to the voting residents of Sandwich MA. The BOS will commit to encouraging and facilitating public comment and input on any projects discussed or planned for Town owned land including negotiations, the RFP process, the awarding process, and any executed P&S between parties.

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: _____

Date: _____

<i>For Use By Public Body</i>	<i>For Use By AGO</i>
<i>Date Received by Public Body:</i>	<i>Date Received by AGO:</i>

GWENN DYSON OML COMPLAINT FORM – Description of Alleged Violation

Please consider this email a formal complaint that the Board of Selectmen (BOS) in the Town of Sandwich have violated the open meeting Law of Massachusetts. On October 22, 2015, the BOS went into Executive Session to discuss the disposition of Real Property at South Sandwich Village.

During the meeting, an announcement was made that the Executive Session was allegedly held because:

" To consider the purchase, exchange, lease or value of real property if the chair declares that an open meeting may have a detrimental effect on the negotiating position of the public body".

The undersigned states that the premise under which the Executive Session was held is in error, and that the Town would suffer no detrimental effect if the current and continued discussions concerning the real property at SSVC was held in a public forum. The reasons are as follows:

- The land has already been the subject of a Purchase and Sales between the Town of Sandwich and the developer, so no further negotiations are occurring. At this time the onus is on the Developer to put forth further plans.

- The Planning Board voted no on the Zoning Change for the height requested by the Developer, it will not move forward to the STM at this time, so that aspect of the Project would not be subject to further negotiations.

- The Voting public and residents of Sandwich have never been privy to any public forum or hearing on the matter of the SSVC and therefore could not have formed a position that could have a detrimental effect on the negotiating position of the BOS.

As indicated above, the Sports Complex has never been the subject of a publicly posted open forum. The voters of Sandwich have never been allowed input into the development progress, design, considerations, or the mitigation process. The BOS has repeatedly held Executive Sessions concerning this project which is of great interest to the Public and has given the appearance of barring the Public from information about the Sports complex that they are entitled to be privy to.

As a remedy, this writer requests that the BOS hold any discussions concerning the Disposition of Real Property in SSVC in a public forum with the minutes publicly posted within the time frame allowed by law.

If there is no response or remedy given to this complaint, the writer will submit it to the Attorney General's office as a formal complaint (within the 30 day limit) - as there would be no other choice.

Please be advised that the writer will file an open meeting complaint for every Executive Session that is held concerning this matter unless the BOS can demonstrate to the AG

that having the public know what is contained in ongoing discussion with the Developers would have a detrimental effect on any negotiations.

Mr Pannorfi referred to another open meeting complaint last evening as a "witch hunt". Might the BOS be gently reminded that they are elected officials of the voters an

DRAFT for 11/5/15 Board of Selectmen Meeting

November 6, 2015

Michele E. Randazzo
mrandazzo@k-plaw.com

Ms. Amy Nable
Assistant Attorney General
Director, Division of Open Government
Office of Attorney General Martha Coakley
One Ashburton Place
Boston, MA 02108

Re: Town of Sandwich – Board of Selectmen
Open Meeting Law Complaint from Gwenn Dyson, undated

Dear Ms. Nable:

On October 23, 2015, the Town of Sandwich (“Town”) received an e-mail from Gwenn Dyson, in which she attached an electronic Open Meeting Law complaint form, relative to a Board of Selectmen’s meeting held on October 22, 2015.¹ In her complaint, Ms. Dyson asserts that the Sandwich Board of Selectmen (“Board”) improperly held an executive session pursuant to G.L. c. 30A, §21(a)(6). In her view, because a Purchases and Sales Agreement relative to development of the South Sandwich Village Center (“SSVC”) has been executed, any further executive session discussions concerning the SSVC project are improper.

On November 5, 2015, the Board considered this Complaint (a courtesy copy of which is enclosed), in accordance with an item included on a properly posted meeting notice for such purposes, and authorized me to respond to same on its behalf. Pursuant to that discussion, the Board has authorized Town Counsel to respond on the Board’s behalf, and the Board’s response is below.

On October 22, 2015, the Board entered executive session, pursuant to the following notice item: “Executive Session M.G.L. c. 30A, §21(a) ... Purpose #6: Disposition of Real Property – Town SSVC Land RFP & Compliance with Terms of Purchase and Sales Agreement.” The vote to go into executive session included a declaration by the Chair that having an open session would have a detrimental effect upon the Town’s negotiating position.

¹ Although Ms. Dyson’s complaint lists the date of violation as October 23, 2015, it is apparent from the content in the complaint that she is referring to a Selectmen’s meeting held on October 22nd. There was no Selectmen’s meeting on October 23, 2015. The Town Clerk subsequently received a hard copy of the complaint on October 26, 2015.

Ms. Amy Nable
Assistant Attorney General
November 6, 2015
Page 2

Ms. Dyson correctly points out that the Town has entered into a Purchase and Sales Agreement (“P&S”) relative to the SSVC, dated December 18, 2014. See Attachment A. For years, the Town has attempted to secure development of the SSVC, which has led to the Town issuing Requests for Proposals on four occasions in the past several years. See, e.g., Attachments B, C & D. The most recent RFP in the spring of 2014 resulted in the Town awarding the contract to Clark Consulting Group, LLC in August, 2014, and the parties entering into the December 18, 2014 P&S for SSVC. See, e.g., Attachments A & E.²

Despite the fact that the Town has entered into a P&S with Clark Consulting Group, LLC, the project has not closed. Per Section 6 of the P&S, the date of closing is contingent upon “satisfaction of the contingencies set forth in Section 20” of the Agreement. Broadly stated, these contingencies relate to project financing and permitting. Furthermore, Section 20 allows the developer to request, and the Board of Selectmen to grant, extensions of time to perform the obligations under the P&S. Additionally, the P&S (Section 23) prohibits the assignment by the Buyer of the Agreement as a whole, or any rights thereunder, without the express permission of the Seller (i.e., the Town, acting through the Board of Selectmen). Without disclosing the specific topics discussed in executive session relative to this project that have occurred since the execution of the P&S, the Board notes that there continues to be items under discussion, such as with respect to project financing and permitting. These discussions and/or negotiations may lead to additional or revised terms being proposed as an amendment to the P&S. In these circumstances, the Board continues to have a direct negotiating position to protect.

Given the contingencies and lengthy time frames for permitting compliance (including the ability of the developer to request an extension of time), all expressly set forth in the P&S, the Board feels strongly that it is appropriate for it to continue to have executive session discussions for the Board to review its options with respect to the existing P&S and the various contingencies and options thereunder, which are all matters concerning the value of the Town’s interest in real estate, and the Board asserts that having these discussions in open session will have a detrimental impact upon its negotiating position. Town Counsel has advised the Board that executive session discussions are indeed appropriate, given all of the circumstances, and has been present at several of the Executive Sessions.

² Potential development of the SSVC has engendered strong opinions on both sides, with project proponents and opponents (including Ms. Dyson) developing competing websites to advocate their positions on the project. Compare <http://www.sandwichgoldentriangle.com/> with <http://www.sandwichgoldentrianglerestory.com/about-us>. See also <http://www.capecodtimes.com/article/20150915/NEWS/150919624>.

Ms. Amy Nable
Assistant Attorney General
November 6, 2015
Page 3

In sum, the Board does not believe that it has violated the Open Meeting Law in this regard, and that therefore, no remedial action needs to be taken in response to Ms. Dyson's complaint.

Very truly yours,

Michele E. Randazzo

MER/

Enc.

cc: Board of Selectman
Ms. Gwenn Dyson

534014/SAND/0001

Town of Sandwich
The Oldest Town on Cape Cod



Sandwich Conservation Commission

**16 Jan Sebastian Drive
Sandwich, MA 02563
(508) 833-8054
FAX (508) 833-0018**

TO: Frank Pannorfi, Chairman, Board of Selectman
FROM: Neal Holmgren, Chairman, Conservation Commission
DATE: October 22, 2015
RE: Associate Membership to the Conservation Commission

Dear Mr. Pannorfi,

Please be advised that at our October 21, 2015 Town of Sandwich Conservation Commission Public Hearing, Erin Jacque & Matthew Waldrip were recommended to the Board of Selectman for Associate membership.

TOWN OF SANDWICH TALENT BANK

OCT 15 2015

Serve Your Community

RECEIVED

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: Matthew A. Waldrip Tel. No.: 781-866-1014

Address: 3 George Gallant Road

Occupation / Background / Experience: Environmental Engineer (Eversource)
Wetland Scientist by training, highly efficient with GIS,
former farmer of Rice + Soy Beans in Arkansas

LIST ORDER OF PREFERENCE:

past executive board member of SWS, SERVE

- Board of Health*
Capital Planning Comm.**
Conservation Comm.
Council on Aging
Disabilities Commission
Econ. Develop. Comm.
Emergency Management
Finance Committee**
Golf Advisory Comm.
Historic District Comm.*
Library Trustees*
Local Housing Comm.
Personnel Board
Planning Board*
Recreation Committee
Sandwich Cultural Council
Sandwich Housing Authority*
Sandwich Historical Commission
Volunteerism Committee
Youth Task Force
Zoning Board of Appeals

Other:

* = Elected

** = Appointed by Moderator

Hanelt, Diane

From: Erin Jacque <erinjacque@yahoo.com>
Sent: Thursday, October 15, 2015 8:54 AM
To: Conservation Commission; Selectmen Group; Town Clerk
Subject: Talent Bank - Conservation Commission Application
Attachments: Sandwich Talent Bank.pdf; EJacque_RESUME_.pdf

Good Morning,

My name is Erin Jacque, and attached please find my application to the Town of Sandwich Talent Bank. I am interested in serving on the Conservation Commission. My resume is also attached.

Over 8-years I served as a municipal conservation agent for 3 different municipalities.

I am currently a GIS Analyst for a private consulting firm.

I moved to Sandwich in September and I am interested in being more involved in town.

Please contact me if I can be of assistance.

Erin Jacque

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

SELECTMEN

OCT 15 2015

RECEIVED

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: Erin E. Jacque Tel. No.: 413-658-5242

Mailing Address: 3 George Gallant Rd, Sandwich

E-Mail Address: erinjacque@yama.com

Occupation / Background / Experience: GIS Analyst, former
municipal conservation agent

LIST ORDER OF PREFERENCE:

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

* = Elected

** = Appointed by Moderator

ERIN E JACQUE, GISP, CPESC-IT
3 George Gallant Road
Sandwich, MA 02563
413-658-5242
erinjacque@yahoo.com

SELECTMEN

R OCT 15 2015 D
RECEIVED

EDUCATION

Northeastern University, College of Professional Studies (Winter 2011 – Spring 2014)

Boston, MA

- Completed course work toward a Master's Degree in Geographic Information Technology
- GPA 4.0

Relevant course work: Internet Based GIS, Fundamentals of GIS Analysis, Business Applications of GIS, Personal and Career Development (Internship)

University of Massachusetts (Fall 2008 – Spring 2010)

Amherst, MA

- Completed course work toward a Master's Degree in Wildlife and Fisheries Conservation (Wetland Conservation Tract)
- GPA 3.7/4.0

Relevant course work: Wetland Plant ID, Wetland Assessment, Reading in GIS, NRC Departmental Seminar Series, GIS Research Assistantship

University of Massachusetts (2002-2004)

Amherst, MA

- Bachelor of Arts Degree in Geography
- Cumulative GPA 3.66/4.00
- Graduated Cum Laude

Relevant Course Work: Computer Cartography, Land Use and Society, Urban Geography, Human Impact on the Natural Environment, Imperiled Earth, Climatology, Quantitative Methods (Statistics for geographers), Geography of Development, Economic Geography

Greenfield Community College (1999-2002)

Greenfield, MA

- Associates Degree in Liberal Arts
- GPA 3.1/4.00
- Course Concentrations in Environmental Studies/Human Ecology

Relevant Coursework: Ecology, Natural History, Oceanography and Human Ecology

Amherst Regional High School (1995-1999)

Amherst, MA

RELEVANT CERTIFICATIONS, MEMBERSHIPS, SKILLS & QUALIFICATIONS

- GISP, GIS Certification Institute
- CPESC-IT, International Erosion Control Association
- ArcGIS: ArcMap, ArcInfo, ArcCatalog, ESRI Business Analyst, ArcGIS Online, ArcView, (GIS Digital Mapping/Computer Cartography)
- Trimble (GPS), Pathfinder Office
- Photoshop (for visual assessments and simulations)
- Google Earth and Google Earth Pro
- Sketch Up
- Experience with reading and analyzing aerial photography for wetlands delineation
- Microsoft Applications (Access, Advance, Excel, Power Point, and Word)
- Keystone Cooperator - 2009 Graduate – Umass Extension
- Former Member of Massachusetts Association of Conservation Commissions (2005-2014)
 - Certified in "Fundamentals of Conservation Commissions"
 - Advanced Certificate Training Program completed 2/28/2009
- Former Member of the Association of Massachusetts Wetland Scientists
- Member of the URISA (Urban and Regional Information Systems Association)
- Member of the NEURISA (Northeast Urban and Regional Information Systems Association)

PROFESSIONAL EXPERIENCE

- Tighe & Bond
• GIS Analyst (June 2014-Present) Middletown, CT, Worcester & Pocasset, MA
- BSC Group, Inc.
• GIS Coordinator/Wetland Scientist (May 2012-June 2014) Worcester, MA
- Town of Sturbridge, Conservation Department
• Conservation Agent (Department Head) (December 2007-June 2012) Sturbridge, MA
- University of Massachusetts (Dept. of Natural Resources Conservation – Dr. John Finn)
• GIS Research Assistant (November 2008-August 2009) Amherst, MA
- United States Department of Agriculture, Farm Service Agency
• State GIS Coordinator (Appointed May 2007) Hadley, MA
• Program Technician (December 2006-December 2007)
- Town of Leverett, Conservation Commission
• Conservation Agent (December 2006-August 2008) Leverett, MA
- City of Greenfield, Department of Planning and Community Development
• Conservation Agent (December 2005-December 2006) Greenfield, MA
• Administrative Assistant/Permits Clerk (September 2005-December 2005)
- Massachusetts Association of Conservation Districts (USDA, NRCS; MA Dept. Ag. Resources)
• Administrative Assistant in the Accelerated Conservation Planning Program (September 2004 – September 2005) Hadley, MA

INTERNSHIP/VOLUNTEER EXPERIENCE

- Northeast Urban and Regional Information System Association Board of Directors
• President Elect (August 2015 – Present) Northeastern, US
- Northeast Urban and Regional Information System Association Board of Directors
• Communication Coordinator (January 2014 – August 2015) Northeastern, US
- Northeast Urban and Regional Information System Association Board of Directors
• At-Large Member (January 2013 – December 2013) Northeastern, US
- Society of Ecological Restoration – New England Chapter
• Webmaster (October 2012 – Present) New England
- Institute for Wetlands & Environmental Education & Research (Ralph Tiner)
• GIS Analyst Intern (April 2011 – July 2011) Leverett, MA
- MA Forest Stewardship Coordinating Committee (September 2009 – 2014)
• Member Statewide, MA
- Green Living Magazine (August 2003 - November 2003)
• Paid Intern in Web Site Design Saint Johnsbury, VT
- Earth Action (February 2001-May 2001)
• Intern Amherst, MA

PROFESSIONAL SPEAKING ENGAGEMENTS

MACC (Massachusetts Association of Conservation Commissions) Annual Fall Conference Presenter – October 15, 2011 – Clark University, Worcester, MA

Keystone Reunion Presenter – October 18, 2010 - Harvard Forest, Petersham, MA

Keystone Presenter – April 18, 2010 – Harvard Forest, Petersham, MA

Forest Management Forum/Panel Discussion – May 1, 2010 – Greenfield, MA – North Quabbin Regional Landscape Partnership

Presentation to Extension Foresters – May 19, 2010 – Harvard Forest, Petersham, MA

PROFESSIONAL DEVELOPMENT

NEURISA Day 2014 (Organizer) November 3, 2014 – Oliver Wright Tavern, Old Sturbridge Village, Sturbridge, MA

Fall 2014 Northeast Arc Users Group October 5-8, 2014 – Mystic Marriot, Groton, CT

URISA (The Urban & Regional Information Systems Association) GIS Program Management December 3, 5, 10, 11, 2013 – Online Webinar

URISA (The Urban & Regional Information Systems Association) Expanding Broadband Mapping in Economic Development & Planning October 30, 2013 – Online Webinar

2013 GIS-Pro/URISA (The Urban & Regional Information Systems Association) GIS & Surveying: An Open Exchange between a Surveyor and GIS Manager September 16, 2013 – Online Webinar

MACC (Massachusetts Association of Conservation Commissions) Annual Spring Environmental Conference March 3, 2013 – Holy Cross College – Worcester, MA

Association of Massachusetts Wetland Scientists Annual Meeting – November 16, 2012 – Tower Hill Botanical Gardens, Boylston, MA

MACC Massachusetts Association of Conservation Commissions Annual Fall Conference – Roads and Water: Protection and Maintenance – November 10, 2012 – Clark University's Mosakowski institute, Clark University, Worcester, MA

2012 Keystone Reunion Weston Town Hall, Weston, MA – November 3, 2012

NEURISA Day 2012 Annual Conference October 15, 2012 – Oliver Wright Tavern, Old Sturbridge Village, Sturbridge, MA

IEE 10-Hour OSHA Training September 10-11, 2012 – Spencer, MA

Mass Audubon Hands on Wetland Creation Workshop for Professionals May 22-24, 2012 – Long Pasture Wildlife Sanctuary, Barnstable, MA

MACC (Massachusetts Association of Conservation Commissions) Annual Spring Environmental Conference – March 5, 2011 - Holy Cross College – Worcester, MA

MACC (Massachusetts Association of Conservation Commissions) – Soil Erosion and Sediment Control workshop – November 19, 2010 – Jericho Hill Recreation Facility, Marlborough, MA

Massachusetts Land Conservation Conference Trustees of the Reservations – March 27, 2010 – Worcester Technical High School – Worcester, MA

Citizen Planner Training Collaborative Annual Conference – March 21, 2009 – Holy Cross College – Worcester, MA

MACC (Massachusetts Association of Conservation Commissions) Annual Spring Environmental Conference – Advanced Leadership Core Day – February 28, 2009 – Holy Cross College – Worcester, MA

FEMA Introduction to the Incident Command System (ICS 100) – Emergency Management Institute – Online Training -February 20, 2009

Stormwater and Erosion Control Compliance Conference New England Environmental, Inc. – January 14, 2009 – Mount Holyoke College, South Hadley

Lorman Educational Services – MA Stormwater Regulations – June 18, 2008 – West Springfield, MA

MACC (Massachusetts Association of Conservation Commissions) Annual Spring Environmental Conference – March 1, 2008 – Holy Cross College – Worcester, MA

MACC (Massachusetts Association of Conservation Commissions) Annual Fall Environmental Conference - Stormwater Management – November 4, 2007 – Crowne Plaza Hotel – Pittsfield, MA

ESRI online Virtual Campus Training – September 17, 2007 – Working with Rasters in ArcGIS Desktop (for ArcGIS 9.0-9.1) (9 Course hours)

ESRI online Virtual Campus Training – August 17, 2007 – Creating and Maintaining Metadata Using ArcGIS Desktop (9 Course hours)

ESRI online Virtual Campus Training – August 29, 2007 – Creating and Editing Geodatabase Features with ArcGIS 9.0-9.1 (for ArcEditor and ArcInfo) (6 Course hours)

ESRI online Virtual Campus Training – July 19, 2007 – Using ArcCatalog: Tips and Tricks (3 course hours)

NEARC (Northeast Arc Users Groups) Annual Conference – Friday, April 27, 2007 – Smith College Campus

MACC (Massachusetts Association of Conservation Commissions) Annual Spring Environmental Conference – Advanced Law Core Day – March 4, 2007 – Holy Cross College – Worcester, MA

Department of Environmental Protection/WERO/Circuit Rider Training – Reviewing Orders of Conditions – February 2007 - South Hadley Town Hall, South Hadley, MA

Department of Environmental Protection/WERO/Circuit Rider Training – Developing an Effective Enforcement Strategy – Greenfield Police Station, Greenfield, MA – December 2006

North Quabbin Regional Landscape Partnership – Open Space Conservation Forum – October 18, 2006 – Harvard Forest Fisher Museum, Petersham, MA

Department of Environmental Protection/WERO/Circuit Rider Training – Wetland Delineation Workshop – Northampton, MA – August 16, 2006

Department of Environmental Protection/WERO/Circuit Rider Training – “To Reach the Other Side” (Stream Crossing Standards, culvert replacement standards) – Greenfield Police Station, Greenfield, MA – May 16, 2006

Department of Environmental Protection/WERO/Circuit Rider Training – Massachusetts Wildlife Habitat Protection Guidelines for Inland Resource Areas – Holyoke Community College, Holyoke, MA – April 15, 2006

Department of Environmental Protection/WERO/Circuit Rider Training – 401 Water Quality Certifications and Dewatering Techniques – Amherst Town Hall, Amherst, MA – April 12, 2006

Department of Environmental Protection/WERO/Circuit Rider Training – How the Clean Water Act s.404/s.401 Relates to the Wetlands Protection Act – Ashfield Town Hall, Ashfield, MA – December 6, 2005

Citizen Planner Training Collaborative – Special Permits and Variances – Great Falls Discovery Center, Turners Falls, MA – November 16, 2005

Citizen Planner Training Collaborative – Subdivision Control Law/Approval Not Required – Northampton, MA October 6, 2005

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. Additional Appropriation for Town Neck Beach Reconstruction Project (p. 3)
2. School Department Additional FY'16 Ch. 70 Appropriation (p. 3)
3. Fire Department Ambulance Appropriation from Ambulance Fund (p. 4)
4. Golf Department Capital Appropriation from Enterprise Fund (p. 4)
5. Zoning By-laws: Various Sections – Ground Mounted Solar Overlay District in BL-1 (p. 4)
6. Petition Article: Enforcement of Alleged Violation of Old King's Highway Regional Historic District Act (p. 6)

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 raise and appropriate, transfer from available funds including without limitation a transfer from the Community Preservation Fund – Open Space and Recreation Program, or borrow under General Laws Chapter 44 or 44B, or any other enabling authority, a sum of money to be expended under the direction of the Board of Selectmen, for the purpose of designing and constructing a beach renourishment, restoration and resiliency project on Town Neck Beach east of Wood Avenue Extension, including professional services, and any other costs incidental and related thereto; and further to amend the vote taken under Article 1 of the August 31, 2015 Special Town Meeting by deleting the following: “provided further that such borrowing authorization shall be reduced by any federal or state grants that may be received by the Town for the project”; or take any other action relative thereto.

Recommended by the Board of Selectmen.

ARTICLE 2

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 3

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 4

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 5

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 6

To see if 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 Shawme 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 29th Day of October, 2015.

Frank Pannorfi
Frank Pannorfi, Chairman

Susan R. James
Susan James, Vice-Chairman

Peter Beauchemin
Peter Beauchemin

R. Patrick Ellis
R. Patrick Ellis

Ralph A. Vitacco
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

10/30/2015.
Date

Seirals D'lye
Constable

PROPOSED TIMELINE FOR FY'17 BUDGET

Nov. – Dec. 2015	Town Manager Discusses General Budget Process with Board of Selectmen & Finance Committee
When Certified	Town Manager & Superintendent of Schools Meet to Discuss Free Cash Certification, Current Enrollment Figures, Estimates for Upcoming Budget
December 2015	Selectmen Issue FY'17 Budget Parameters, Timeframes, Etc. to School Committee & Town Manager (Likely Meeting Date = December 3, 2014)
February 1, 2016	Town Manager Submits Proposed General Government Budget to Selectmen & Finance Committee
February 1, 2016	School Committee Submits Proposed School Department Budget to Selectmen & Finance Committee
February 2016	Town Manager Finalizes Capital Budget Recommendation to Capital Improvement Planning Committee
February 11 or 18, 2016	Selectmen Hold Public Hearing on FY'17 Budget
March 2016	Capital Improvement Planning Committee Submits Capital Budget to Selectmen & Finance Committee
February 25, 2016	Selectmen Submit FY'17 Budget Recommendation to Finance Committee
March 30, 2016	Finance Committee Votes on Final Budget Recommendation to Selectmen (<u>Note</u> : Warrant needs to be finalized by April 8, 2016)
April 15 or 22, 2016	Selectmen Hold Public Hearing on FY'17 Budget
May 2, 2016	Annual Town Meeting & Vote on FY'17 Budget

SANDWICH TOWN CHARTER

**ARTICLE VII
FINANCIAL PROVISIONS AND ADMINISTRATION**

Section 7.1 SUBMISSION OF BUDGET AND BUDGET MESSAGE

- (a) The town manager and school superintendent shall meet within 10 business days of state certification of surplus revenue or finalization of October 1 enrollment, whichever occurs later. Within 10 business days of that meeting, the town manager and school superintendent shall submit a draft budget in a mutually agreed format to the board of selectmen, school committee and finance committee.
- (b) Annually, before November 1, the town manager shall establish and issue a budget schedule that shall set forth the calendar dates for developing the annual budget for the next fiscal year.
- (c) On or before December 15, the board of selectmen shall meet in joint session with the school committee. At this meeting, the board of selectmen shall set guidelines for the preparation of the annual budget.
- (d) On or before February 1, the town manager and school committee shall each submit to the board of selectmen and Finance Committee a proposed line item budget and accompanying message.
- (e) The budget shall provide a complete financial plan of all town funds and activities, including details on debt and debt service, anticipated income, and proposed expenditures. The budget shall include proposals for capital improvements for the next 5 years. The budget message shall begin with a clear general summary of its content and explain in both fiscal terms and program objectives, proposed expenditures for each department, capital expenditures, and the projected tax rate.
- (f) The board of selectmen shall review the proposed town budget and refer it, including the school department budget and recommendations, to the finance committee, on or before March 1.
- (g) After the annual town meeting, but before June 15, the board of selectmen shall meet in joint session with the finance committee to review the assumptions used to project budgets for the next 2 fiscal years. If necessary, the board of selectmen shall vote to reset any of those assumptions.

Section 7.3 PUBLIC NOTICE AND PUBLIC HEARING

- (a) The finance committee shall, within 60 days following the submission of the draft budget by the town manager, review the proposed budget and return it to the board of selectmen with its recommendations.
- (b) The board of selectmen shall conduct at least 2 public hearings: The first shall be held in February to consider budget matters generally and notice of the time, date and place therefor shall be posted in town hall and on the town website and published in a daily newspaper of general circulation in the Town.

An additional public hearing shall be held prior to town meeting on the proposed budget, including the school budget and finance committee recommendations. Notice of such hearing shall be published as described above and included: the times and places where copies of the message and budget are available for inspection by the public.

Section 7.4 BUDGET ADOPTION

Town meeting shall adopt the annual operating budget, with or without amendments, before the beginning of the fiscal year.

Section 7.5 ANNUAL AUDIT

At the close of each fiscal year, and at such times as it may be deemed necessary, the board of selectmen shall cause an independent audit to be made of all accounts of the town by a certified public accountant. The certified public accountant so selected shall have no personal interest, directly or indirectly, in the financial affairs of the town or any of its offices. Upon completion of the audit, the results in a summary form, shall be placed on file in the town clerk's office and on the town website as a public record and in the sandwich public library for public information.

Section 7.6 EMERGENCY APPROPRIATIONS, REDUCTIONS, and TRANSFERS

Any and all emergency appropriations, reductions and transfers shall be made in accordance with the General Laws and the town by-laws.