

Town of Sandwich
Annual Town Meeting

WARRANT

Monday, May 5, 2014

7:00 p.m. – Sandwich High School



BOARD OF SELECTMEN

James W. Pierce, Chairman
Ralph A. Vitacco, Vice-Chairman
Susan James
John G. Kennan, Jr.
Frank Pannorfi

MODERATOR

Garry N. Blank

FINANCE COMMITTEE

Ellen Yaffe, Chairman
Thomas R. Hickey, Vice-Chairman
Anne B. Dessertine
Michael Dwyer
Linell M. Grundman
Gene Parini
Richard Reilly
Matthew Terry

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**TOWN OF SANDWICH
2014 ANNUAL TOWN MEETING
May 5, 2014**

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 East Sandwich on

Monday, May 5, 2014, at 7:00 p.m.,

then and there to act on the following articles, and for election on

Thursday, May 8, 2014, at 7:00 a.m.

Those residing within the area of Precincts 1 and 2 meet at the Henry T. Wing School, 33 Water Street, Sandwich. Those residing within the area of Precincts 3 and 4 meet at the Oak Ridge School, 260 Quaker Meetinghouse Road, East Sandwich. Those residing within the area of Precincts 5 and 6 meet at the Forestdale School, 151 Route 130, Forestdale.

ARTICLE 1

To see if the Town will vote to hear the reports of all Town Officers and Committees and to act thereon and to hear the report of the Board of Selectmen on the Long Range Plan, or take any action relative thereto.

Recommended by the Board of Selectmen.

ARTICLE 2

To see if the Town will vote to hear the report of the Finance Committee and to see if the Town will vote to raise and appropriate or transfer from available funds the sum of \$66,854,242.00, or any other amount, to defray Town expenses for the Fiscal Year July 1, 2014 to June 30, 2015 as itemized below in the third column entitled FY'15 Recommendation, or take any action relative thereto.

Recommended by the Board of Selectmen and Finance Committee.

Fiscal Year 2015 Finance Committee Budget Message:

In accordance with Section 7.2.b of the Town Charter, the Finance Committee hereby presents its Fiscal Year 2015 budget message to Town Meeting and to the taxpayers and residents of Sandwich.

The budget being presented this evening is based on sound assumptions regarding our anticipated revenues and expenses for FY'15. As the Town Manager will explain in his budget presentation, it is always difficult to estimate State aid and assessments because these amounts are not finalized until well after tonight's a vote on the budget. Nevertheless, the Finance Committee believes the assumptions relied upon in preparation of this budget with respect to State aid are reasonable, with the only real concern being the Tuition Assessment line item for our students attending other public education options outside of Sandwich. As will be highlighted shortly, this figure has grown substantially over the last eight years to the extent that this assessment alone is almost \$1.0 million greater than all of the Town's discretionary aid. In the event that State aid and assessment figures change substantially from our current projections, we will have to come back to a future Special Town Meeting to make the proper adjustments to balance the FY'15 budget.

It is important to keep in mind that in comparison to other communities, we budget extremely close to our allowed limits and have very little leeway if assumptions change during the fiscal year. This is particularly true for FY'15. One of our concerns this year has been how to support the implementation of the School Department's STEM effort, which includes relocating all 7th and 8th grades to Sandwich High School, within the funds available and to avoid an override request. After lengthy discussions and deliberations, the Finance Committee voted to support the School Budget and associated increased costs with the caveat that next year's school budget presented by the School Committee to the Board of Selectmen and the Finance Committee must show significant reductions.

This is a risk but we have made a decision to take this risk because we believe the School Department will be able to make significant budget reductions in FY'16 from the amount they would typically be seeking by fully implementing the STEM initiative and closing the Henry T. Wing School in the 2015 – 2016 school year. Enrollments have declined too significantly over the past 12 years to avoid this decision. For example, Sandwich High School, which is designed for 1,450 students, has less than 800 students enrolled this school year. In 2002, Sandwich had a total enrollment of 4,212 students and this year we have 3,018 – a 28 per cent decrease.

In order to implement the School Department's priorities, the Board of Selectmen and Finance Committee support a 3.78 per cent increase in the School budget and a General Government increase of 2.50 per cent. It is clear to the Committee that in future years there needs to be a significant budgetary shift to migrate funding from school operations to municipal operations. Town staffing and funding levels are far below similar communities and we believe municipal operations need to catch up to the

growth Sandwich experienced during the last 30 years. The Town was able to make some small staffing improvements with the 2.50 per cent budget increase we have recommended, but it is clear to the Committee that additional personnel needs have to be addressed in future years.

In balancing the FY'15 budget, we were very fortunate that our appropriations to some key budget line items increased very little or even decreased. For example, Group Health Insurance increased by just 0.86 per cent, our County Retirement Assessment increased by 0.34 per cent, our Property & Liability Insurance decreased by 6.25 per cent, and our assessment to the Upper Cape Cod Regional Technical School decreased by 8.51 per cent. Without these favorable figures and the General Government's diligence in containing its request to a 2.50 per cent increase, we would not have been able to fund the additional requests of the School Department.

In addition to the budget amounts being voted in Article 2, the Committee fully supports the FY'15 capital budget recommendation in Article 5. This year you will see that more than \$930,000 has been allotted for several needed capital purchases, many of which have been on request lists for several years. Some key focus areas of the capital budget include a re-living analysis of the Wing School, replacing several departmental vehicles, appropriating money for beach capital improvements, and fully implementing a unified financial system for Town and School operations.

Although the FY'15 budget addresses many issues and areas of importance, there are others that need to be addressed in the future and we would be remiss if we did not call these to the attention of Town Meeting. One is the understaffing of our Police and Fire Departments and the inadequate facilities in which they are housed. The second pressing issue is the state of our roads. The Committee supports passage of Warrant Article 7 for a \$1.3 million dollar outlay expenditure knowing that this amount is not adequate to address the road and public facility infrastructure and repairs needed. The Committee encourages our elected officials and town staff to continue their efforts to address these needs in the next budget year.

Finally, we would like to publicly thank the Town and School staff that met with us regularly over the last many months, presented detailed budget information, and answered numerous questions during our deliberations on the FY'15 budget. As our diligent review efforts have proven over the years, even when we have slight disagreements about specific spending amounts or funding sources, we all recognize that Sandwich is operated very efficiently, follows extremely sound financial practices, and consistently makes very wise budget decisions.

FY'15 BUDGET TOTALS

No.	Department	FY'13 Appropriation	FY'14 Appropriation	FY'15 Recommendation
114	Moderator	450	450	450
123	Selectmen/Administrator	408,966	432,571	451,549
	Personnel Expenses	158,495	388,878	252,254
131	Finance Committee	3,400	3,400	3,400
135	Accounting	199,489	204,731	217,367
141	Assessing	363,186	364,148	373,800
145	Treasurer	185,888	184,461	190,328
146	Tax Collector	251,359	254,595	193,336
147	Tax Title	25,000	20,000	25,000
151	Legal	275,000	275,000	275,000
152	Human Resources	152,282	156,551	161,271
161	Town Clerk	146,722	151,400	158,168
162	Elections & Registrations	57,500	42,750	77,250
171	Natural Resources	233,872	238,627	245,608
175	Planning & Development	153,345	150,334	202,623
190	Facilities Management	491,176	496,100	502,862
195	Town Reports	11,000	11,000	11,000
196	Bind Town Records	1,000	6,000	6,000
197	Data Processing	390,482	393,379	492,219
	Total 100s	3,508,662	3,774,375	3,839,485
210	Police Department	3,330,197	3,326,005	3,479,919
220	Fire Department	3,182,286	3,096,128	3,264,912
241	Inspections	239,002	247,616	257,631
244	Weights & Measures	200	200	200
291	Emergency Management	7,750	7,750	11,500
294	Forest Warden	1,500	1,500	1,500
297	Bourne Shellfish	4,000	4,000	4,000
299	Greenhead Fly	1,500	2,000	2,000
	Total 200s	6,766,435	6,685,199	7,021,662
300	School Department	29,626,393	30,324,286	31,300,000
313	UCCRVTS	1,906,350	1,998,563	1,828,435
	Total 300s	31,532,743	32,322,849	33,128,435
410	DPW – Engineering	143,188	146,059	184,212
420	DPW – Highways	1,343,672	1,362,853	1,449,207
421	Snow & Ice	250,011	250,012	250,013
424	Streetlights	30,000	30,000	30,000
	Total 400s	1,766,871	1,788,924	1,913,432

No.	Department	FY'13 Appropriation	FY'14 Appropriation	FY'15 Recommendation
510	Health Department	174,752	169,748	177,515
522	Nursing Department	123,991	125,873	132,121
541	Council on Aging	187,540	191,191	198,448
543	Veterans Services	42,883	43,383	44,006
	Total 500s	529,166	530,195	552,090
610	Library	918,962	939,639	985,336
630	Recreation Department	88,086	93,746	108,320
650	DPW – Parks	13,850	13,850	13,850
693	Memorial Day	1,200	1,200	1,200
694	Historic District	12,000	12,750	13,000
	Total 600s	1,034,098	1,061,185	1,121,706
	OPERATING SUBTOTAL:	45,137,975	46,162,727	47,576,810
135	Sanitation, Marina & SHGC Indirect Costs Transfers			45,000
171	Waterways Fund Transfer			25,000
220	Ambulance Fund Transfer			1,000,000
630	Beach and Recreation Account Transfer (incl. Sandy Neck)			191,211
645	Community Preservation Act Debt			1,161,614
650	Cemetery Trust Fund Transfer			22,000
671	Hoxie House / Grist Mill Income Transfer			33,000
	INTER-FUND TRANSFERS SUBTOTAL:			2,477,825
132	Reserve Fund			500,000
540	Social Services Programs			21,200
710	Short Term Debt			50,000
750	Debt			2,978,190
910	Group Health Insurance			8,775,000
912	Medicare			588,470
940	Property & Liability Insurance			825,000
941	Unemployment Account			75,000
950	Retirement Assessment			2,986,747
	OTHER ACCOUNTS SUBTOTAL:			16,799,607
	FY'15 BUDGET TOTAL:			66,854,242

ARTICLE 3

To see if the Town will vote in accordance with the provisions of M.G.L. c.44, §53F½ to raise and appropriate or transfer from available funds a sum of money, to be expended under the direction of the Board of Selectmen, for the purpose of establishing the FY'15 enterprise fund budget for the Department of Public Works Sanitation Division, or take any action relative thereto.

Recommended by the Board of Selectmen and Finance Committee that \$1,073,509.00 be appropriated for said purpose.

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 money, to be expended under the direction of the Board of Selectmen, for the purpose of establishing the FY'15 enterprise fund budget for Sandwich Hollows Golf Club, or take any action relative thereto.

Recommended by the Board of Selectmen and Finance Committee that \$849,410.00 be appropriated for said purpose.

ARTICLE 5

To see if the Town will vote to hear the report of the Capital Improvement Planning Committee, and further, to raise and appropriate or transfer from available funds the sum of \$932,495.00, or any other amount, to be expended under the direction of the Board of Selectmen, for the purpose of purchasing and repairing equipment, vehicles, and buildings, and providing related services in accordance with the following list, with any unexpended balance for each item identified below to be placed in the Building Repairs / Capital Purchases account to be expended under the direction of the Board of Selectmen:

Selectmen – Re-lifing Study of Henry T. Wing School	75,000
Assessing Department – Vehicle Replacement	23,000
Natural Resources Department – Beach Renourishment	21,995
Facilities Department – Town Building Repairs/Improvements	125,000
Facilities Department – Public Beach Capital Improvements	50,000
Data Processing – Financial Software & Hardware	104,600
Police Department – Replace Vests	35,000
Police Department – Weapons Equipment	12,000
DPW – Highway Department – Replace Dump Truck w/Plow	150,000
DPW – Highway Department – Compressor / Jack Hammer	25,000
DPW – Sanitation Department – Replace Solid Waste Tractor	180,000
DPW – Sanitation Department – Replace 6-Wheel Dump	75,000
Recreation Department – Vehicle Replacement	22,000
Police Department – Replace Radios	9,500
Engineering Department – Boardwalk Maintenance	9,900

Recreation Department – Playground & Skate Park Maintenance	5,000
Recreation Department – Oak Crest Cove Capital Improvements	9,500

or take any action relative thereto.

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

ARTICLE 6

To see if the Town will vote to raise and appropriate, or transfer from available funds, a sum of money for the purpose of constructing improvements and remodeling, constructing, reconstructing and making extraordinary repairs to the Sandwich High School multi-purpose synthetic turf athletic field located at 365 Quaker Meetinghouse Road, including design, site improvements, equipment, furnishings and costs incidental thereto, and further to authorize the School Committee to enter into any and all contracts necessary to carry out such project; provided that said appropriation shall be contingent upon the passage of a so-called proposition two and one-half capital expenditure exclusion referendum in accordance with M.G.L. c.59, §21C(i½), or take any action relative thereto.

Recommended by the Board of Selectmen and Finance Committee that \$500,000 be raised and appropriated for said purpose.

ARTICLE 7

To see if the Town will vote to raise and appropriate, or transfer from available funds, a sum of money for the purpose of constructing improvements and remodeling, constructing, reconstructing and making extraordinary repairs to Sandwich public roads and public infrastructure, including design, site improvements, equipment, furnishings and costs incidental thereto, and further to authorize the Board of Selectmen to enter into any and all contracts necessary to carry out such project; provided that said appropriation shall be contingent upon the passage of a so-called proposition two and one-half capital expenditure exclusion referendum in accordance with M.G.L. c.59, §21C(i½), or take any action relative thereto.

Recommended by the Board of Selectmen, Finance Committee, and Capital Improvement Planning Committee that \$1,300,000 be raised and appropriated for said purpose.

ARTICLE 8

To see if the Town will vote to raise and appropriate or transfer from available funds a sum of money, said funds to be expended under the direction of the Board of Selectmen, for the purpose of reducing a projected FY'14 deficit in the Snow and Ice Account, or take any action relative thereto.

Recommended by the Board of Selectmen and Finance Committee.

ARTICLE 9

To see if the Town will vote to raise and appropriate or transfer from available funds a sum of \$23,326.00, or any other amount, to be expended under the direction of the Board of Selectmen, for the purpose of funding the FY'15 Sandwich Promotions Fund as established under Chapter 227 of the Acts of 1997, or take any action relative thereto.

Recommended by the Board of Selectmen and Finance Committee.

ARTICLE 10

To see if the Town will vote to appropriate the sum of money, received or to be received, from the Chapter 90 State Aid to Highways Program for highway construction and/or maintenance on any State approved road during FY'15, or take any action relative thereto.

Recommended by the Board of Selectmen and Finance Committee.

ARTICLE 11

To see if the Town will vote to reduce the rate of interest that accrues on property taxes deferred by eligible seniors under M.G.L. c.59, §5, Clause 41A, the so-called Property Tax Deferral for Seniors program, from 8.0% to 5.0%, with such reduced rate to apply to taxes assessed for any fiscal year beginning on or after July 1, 2014, or take any action relative thereto.

Recommended by the Board of Selectmen and Finance Committee.

ARTICLE 12

To see if the Town will vote in accordance with the regulations issued by the Department of Revenue in the Informational Guideline Release No. 98-403 to accept the terms and conditions of the tax valuation agreement from Fiscal Year 2015 through Fiscal Year 2018 between the Town of Sandwich and NRG Canal, LLC dated April 3, 2014 and entitled "Tax Valuation Agreement", a copy of which is attached to the warrant as Article 12 – NRG Tax Valuation Agreement, or take any action relative thereto.

Recommended by the Board of Selectmen and Finance Committee.

ARTICLE 13

To see if the Town will vote to hear and act on the report of the Community Preservation Committee on the FY'15 Community Preservation budget and to appropriate from the Community Preservation Fund FY'15 estimated annual revenues the sum of \$75,000.00, or any other sum, to meet the administrative expenses and all other necessary and proper expenses of the Community Preservation Committee for FY'15; and further to reserve for future appropriation a sum of money from the Community Preservation Fund estimated annual revenues for open space, historic resources, and community housing purposes, as well as a sum of money to be placed in the FY'15 Budgeted Reserve for general Community Preservation Act purposes; and further to

appropriate from the Community Preservation Fund a sum or sums of money for Community Preservation projects or purposes as recommended by the Community Preservation Committee; or take any other action in relation thereto.

Recommended by the Board of Selectmen, Finance Committee, and Community Preservation Committee.

ARTICLE 14

To see if the Town will vote to appropriate under the Community Preservation Act – open space and recreation program, the sum of \$1,300,000.00, or any other amount, to be expended under the direction of the School Committee, for the purpose of making improvements to the multi-purpose field at Sandwich High School and installing associated bleachers and lighting, and to authorize the Board of Selectmen to enter into a Memorandum of Understanding with the School Committee to provide public access to said facilities in accordance with School Department policies, rules and regulations; that to meet this appropriation the Town transfer from the Community Preservation Fund a sum of money for this purpose, and that the Treasurer, with the approval of the Board of Selectmen, is hereby authorized to borrow up to \$1,300,000.00 and issue bonds and notes therefor pursuant to M.G.L. c.44B, §11, or any other enabling authority; or take any other action relative thereto.

Recommended by the Board of Selectmen, Finance Committee, and Community Preservation Committee.

ARTICLE 15

To see if the Town will vote to appropriate under the Community Preservation Act – open space and recreation program, the sum of \$1,000,000.00, or any other amount, to be expended under the direction of the Board of Selectmen, for the purpose of securing professional services to design, permit, and construct a beach renourishment, restoration and resiliency project on Town Neck Beach, provided that no funds may be expended from this appropriation until the Town has received notification that it has received a grant from the National Fish and Wildlife Foundation – Hurricane Sandy Coastal Resiliency Competitive Grants program; that to meet this appropriation the Town transfer from the Community Preservation Fund a sum of money for this purpose, and that the Treasurer, with the approval of the Board of Selectmen, is hereby authorized to borrow up to \$1,000,000.00 and issue bonds and notes therefor pursuant to M.G.L. c.44B, §11, or any other enabling authority; or take any other action relative thereto.

Recommended by the Board of Selectmen, Finance Committee, and Community Preservation Committee.

ARTICLE 16

To see if the Town will vote to transfer and appropriate under the Community Preservation Act historic resources program the sum of \$19,281.00, or any other amount, to be expended under the direction of the Board of Selectmen, for the purpose

of preserving and protecting the holdings of the Sandwich Town Archives located at the Sandwich Public Library; that to meet this appropriation the Town transfer from the Community Preservation Fund a sum of money for this purpose; or take any other action relative thereto.

Recommended by the Board of Selectmen, Finance Committee, and Community Preservation Committee.

ARTICLE 17

To see if the Town will vote to transfer and appropriate under the Community Preservation Act historic resources program the sum of \$20,000.00, or any other amount, to be expended under the direction of the Board of Selectmen, for the purpose of securing professional services to complete an assessment on preserving, restoring, and protecting burial stones in the Town of Sandwich Cedarville Cemetery located at the corner of Ploughed Neck Road and Route 6A; that to meet this appropriation the Town transfer from the Community Preservation Fund a sum of money for this purpose; or take any other action relative thereto.

Recommended by the Board of Selectmen, Finance Committee, and Community Preservation Committee.

ARTICLE 18

To see if the Town will vote to transfer and appropriate under the Community Preservation Act historic resources program the sum of \$100,000.00, or any other amount, to be expended under the direction of the Board of Selectmen, for the purpose of securing professional services to complete an assessment of the condition of Lower Shawme Pond Dam, the Dexter Grist Mill, and surrounding property, including the development of design and construction documents for recommended repairs, renovations, and improvements, or take any other action relative thereto.

Recommended by the Board of Selectmen, Finance Committee, and Community Preservation Committee.

ARTICLE 19

To see if the Town will vote to authorize the Board of Selectmen to acquire by gift, purchase or eminent domain, or otherwise for open space purposes pursuant to the Community Preservation Act, the fee simple interest in the property shown on Assessor's Map 25, as Parcel 25, off Chase Road, and further that said land shall be under the care, custody and control of the Conservation Commission, and as funding therefor to transfer and appropriate from the Community Preservation Fund the sum of \$239,000.00, or any other amount; and further to authorize the Board of Selectmen to grant a conservation restriction in said property, pursuant to G. L. c. 44B, sec. 12 and G.L. c. 184, secs. 31-33, and to execute any and all instruments as may be necessary on behalf of the Town to effect said purchase, or take any action relative thereto.

Recommended by the Board of Selectmen, Finance Committee, and Community Preservation Committee.

ARTICLE 20

To see if the Town will vote to authorize the Board of Selectmen to acquire by gift, purchase or eminent domain, or otherwise, for open space purposes pursuant to the Community Preservation Act, the fee simple interest in the property identified as Parcel 1, Holway's Road, shown on a plan of land entitled recorded with Barnstable Registry of Deeds in Plan Book 650, Page 20, and further that said land shall be under the care, custody and control of the Conservation Commission, and as funding therefor to transfer and appropriate from the Community Preservation Fund the sum of \$51,000.00, or any other amount; and further to authorize the Board of Selectmen to grant a conservation restriction in said property, pursuant to G.L. c. 44B, sec. 12 and G.L. c. 184, secs.31-33, and to execute any and all instruments as may be necessary on behalf of the Town to effect said purchase, or take any action relative thereto.

Recommended by the Board of Selectmen, Finance Committee, and Community Preservation Committee.

ARTICLE 21

To see if the Town will vote to amend the Sandwich Protective Zoning By-laws, Article VIII by extending the Temporary Moratorium on Medical Marijuana Treatment Centers for an additional one year period as follows with the text to be deleted shown with strike throughs and the new text underlined, or take any action relative thereto:

TEMPORARY MORATORIUM

...The moratorium shall be in effect through ~~June 30, 2014~~ June 30, 2015...

No Recommendation Required.

ARTICLE 22

To see if the Town will vote to amend the Sandwich Protective Zoning By-laws by deleting Section 4300, Flood Plain District, in its entirety, and replacing it with a new Section 4300, Flood Plain District, as printed below, or take any action relative thereto:

4300. FLOOD PLAIN DISTRICT. Purpose. The purpose of these regulations is to ensure public safety by reducing personal injury and threats to life; to eliminate new hazards to emergency response officials; to prevent public emergencies resulting from water contamination due to flooding; to avoid the disruption or shutdown of the utility network due to flooding, to the detriment of areas beyond the flooding site; to eliminate costs associated with the response and cleanup of flooding conditions; and to reduce flood damage to public and private property.

4310. Creation.

The Floodplain District is herein established as an overlay district. The District includes all special flood hazard areas within the Town of Sandwich designated as Zone AE, AO,

or VE on the Barnstable County Flood Insurance Rate Map (FIRM) issued by the Federal Emergency Management Agency (FEMA) for the administration of the National Flood Insurance Program. The map panels of the Barnstable County FIRM that are wholly or partially within the Town of Sandwich are panel numbers 25001C0317J, 25001C0319J, 25001C0336J, 25001C0338J, 25001C0339J, 25001C0343J, 25001C0506J, 25001C0507J, 25001C0508J, 25001C0509J, 25001C0512J, 25001C0514J, 25001C0516J, 25001C0517J, 25001C0518J, 25001C0519J0526J, 25001C0527J, 25001C0528J, 25001C0529J, 25001C0531J, 25001C0532J, 25001C0533J, 25001C0534J, 25001C0536J, 25001C0537J and 25001C0541J dated July 16, 2014. The exact boundaries of the District may be defined by the 100-year base flood elevations shown on the FIRM and further defined by the Barnstable County Flood Insurance Study (FIS) report dated July 16, 2014. The FIRM and FIS report are incorporated herein by reference and are on file with the Town Clerk, Planning Board, Building Official, Conservation Commission and Town Engineer.

4320. Definitions. For the purpose of this section of the Zoning By-Law, terms shall be defined as follows:

BASE FLOOD - The flood having one percent chance of being equaled or exceeded in any given year.

COASTAL HIGH HAZARD AREA - The area subject to high velocity waters, including but not limited to tidal waves or hurricane wave wash. The area is designated on the FIRM as Zone VE.

DEVELOPMENT - Any man-made change to improved or unimproved real estate, including but not limited to buildings or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations.

DISTRICT - Flood Plain District.

FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) The agency which administers the National Flood Insurance Program and provides nationwide flood hazard area mapping and regulatory standards for development in flood hazard areas.

FLOOD HAZARD BOUNDARY MAP (FHBM) - An official map of a community issued by FEMA where the boundaries of the flood mudslide (i.e. mudflow), or related erosion areas having special hazards have been designated as Zones A, M and/or E.

FLOOD INSURANCE RATE MAP (FIRM) means an official map of a community on which FEMA has delineated both the areas of special flood hazard and the risk premium zones applicable to the community.

FLOOD INSURANCE STUDY (FIS) - An examination, evaluation and determination of flood hazards and, if appropriate, corresponding water surface elevations, or an examination, evaluation and determination of mudslide (i.e. mudflow) and/or flood related erosion hazards.

MANUFACTURED HOME - A structure, transportable in one or more sections, which is built on a permanent chassis and is designed for use with or without a permanent foundation when connected to the required utilities. The term "manufactured home" shall also include park trailers, travel trailers and other similar vehicles.

NEW CONSTRUCTION - Structures for which construction commenced on or after the effective date of the Town's Flood Plain District regulations.

ONE-HUNDRED-YEAR FLOOD - See Base Flood.

SPECIAL FLOOD HAZARD AREA - The land within a flood plain subject to a one-percent or greater chance of flooding in any given year. The area may be designated on the FIRM as Zone A, AO, AI-30, AE, A99, AH, V, V1-30, and VE.

STRUCTURE - A walled and roofed building, a gas or liquid storage tank that is principally above ground, as well as a manufactured home.

SUBSTANTIAL IMPROVEMENT - Any repair, reconstruction, or improvement of a structure, the cost of which equals or exceeds 50 percent of the market value of the structure either before the improvement or repair is started or, if the structure has been damaged, before the damage occurred. "Substantial improvement" shall be deemed to occur when the first alteration of any wall, ceiling, floor, or other structural part of the building commences, whether or not that alteration affects the external dimensions of the structure.

ZONE A - The 100-year flood area where the base flood elevation (BFE) has not been determined. To determine the BFE, use the best available federal, state, local or other data.

ZONE AE - The 100-year flood area where the base flood elevation has been determined.

ZONE AH AND ZONE AO - The 100-year flood area with flood depths of one (1) to three (3) feet.

ZONE A99 - Areas to be protected from the 100-year flood by a federal flood protection system under construction. BFE's have not been determined.

ZONE VE - See Coastal High Hazard Area.

4330. Compliance With State, Federal And Local Regulations. All development activities within the District, whether structural or non-structural, shall comply with MGL Chapter 131, Section 40 and with all other applicable state regulations, unless a variance is granted according to the variance procedures required for such regulations, including:

- 780 CMR of the Massachusetts State Building Code or applicable sections of the Massachusetts
- State Building Code in effect at the time of the application which addresses flood plain and coastal high hazard areas;
- 310 CMR 10.00, Wetlands Protection Regulations, Department of Environmental Protection (DEP);
- 310 CMR 13.00, Inland Wetlands Restriction, DEP;
- 310 CMR 12.00, Coastal Wetlands Restriction, DEP;
- 310 CMR 15, Title 5, Minimum Requirements for the-Subsurface Disposal of Sanitary Sewage, DEP.

Any required federal or state permit shall be obtained prior to the issuance of a development permit. Further, the Town of Sandwich Wetlands Protection Bylaw and all Sandwich Board of Health regulations shall be adhered to.

In addition, the following requirements shall apply:

4340. No building permit shall be issued for construction where any land to be excavated or filled in conjunction with **such construction is below the base flood elevation** unless granted a special permit for an exception by the Board of Appeals.

Such special permit shall be issued only upon demonstration by the applicant that the proposed development will pose no hazard to the health and safety of the occupants thereof and meets Flood Plain District requirements.

- In Zone AE, along watercourses that have not had a regulatory floodway designated, the best available Federal, State, local, or other floodway data shall be used to prohibit encroachments in floodways which would result in any increase in flood levels within the community during the occurrence of the base flood discharge.
- In a riverine situation, The Department of Natural Resources shall notify the following of any alteration or relocation of a watercourse:
 - a) Adjacent Communities
 - b) NFIP State Coordinator
Massachusetts Department of Conservation and Recreation
251 Causeway Street, Suite 600-700
Boston, MA 02114-2104
 - c) NFIP Program Specialist
Federal Emergency Management Agency, Region I
99 High Street, 6th Floor
Boston, MA 02110
- Within Zone AO on the FIRM, adequate drainage paths must be provided around structures on slopes, to guide floodwaters around and away from proposed structures.
- Man-made alteration of sand dunes within Zone VE which would increase potential flood damage are prohibited.
- All new construction within Zone VE must be located landward of the reach of mean high tide.
- All subdivision proposals must be designed to assure that:
 - a) such proposals minimize flood damage;
 - b) all public utilities and facilities are located and constructed to minimize or eliminate flood damage; and
 - c) adequate drainage is provided to reduce exposure to flood hazards.

4350. Without limiting the generality of the foregoing, the following are presumed to be hazardous to health and safety:

- a) Floor level, including basement or cellar of any structure, below the base flood elevation.
- b) Individual sewage disposal systems subject to inundation in the event of coastal flooding during a 100-year flood event.
- c) Methods of filling or foundations subject to displacement by coastal flooding during a 100-year flood event.
- d) Water supply subject to interruption or contamination in the event of coastal flooding during a 100-year flood event. Within ten (10) days of receipt of the application, the receiving agency shall transmit one copy of the development plan to the Conservation Commission, Planning Board, Board of Health, Town

Engineer, and Building Inspector. Final action shall not be taken until reports have been received from the above agencies or until thirty-five (35) days have elapsed.

4360. No fill may be placed on any lot, any portion of which is at or below the base flood elevation, without a special permit.

No Recommendation Required.

ARTICLE 23

To see if the Town will vote to direct the Board of Selectmen to place the following question on the next election ballot: **“Shall the Town of Sandwich petition the General Court of the Commonwealth of Massachusetts asking that the Town of Sandwich be released from membership in and removed from the authority of the Cape Cod Commission and the Cape Cod Commission Act?”** or to take any other action relative thereto.

(Submitted By Petition)

No Recommendation Required.

ARTICLE 24

To Elect the following Officers:

- One Board of Assessor member for a term of three years;
- One Board of Health member for a term of three years;
- Two Board of Selectmen members for a term of three years;
- One Constable for a term of three years;
- Two Planning Board members for a term of three years;
- One Planning Board member for an unexpired term of one year;
- Two School Committee members for a term of three years;
- One School Committee member for an unexpired term of one year;
- Three Trustees of the Sandwich Public Library for a term of three years;
- One Trustee of the Sandwich Public Library for an unexpired term of one year;
- One Trustee of the Weston Memorial Fund for a term of three years;

and all other candidates that may appear on the official ballot,

And to vote YES or NO on the following questions:

BALLOT QUESTION #1

Shall the Town of Sandwich be allowed to assess an additional \$500,000 in real estate and personal property taxes for the purpose of constructing improvements and remodeling, constructing, reconstructing and making extraordinary repairs to the Sandwich High School multi-purpose synthetic turf athletic field for the fiscal year beginning July first, two thousand fourteen?

YES: _____

NO: _____

BALLOT QUESTION #2

Shall the Town of Sandwich be allowed to assess an additional \$1,300,000 in real estate and personal property taxes for the purpose of constructing improvements and remodeling, constructing, reconstructing and making extraordinary repairs to Sandwich public roads and public infrastructure for the fiscal year beginning July first, two thousand fourteen?

YES: _____

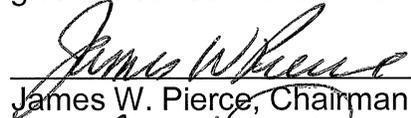
NO: _____

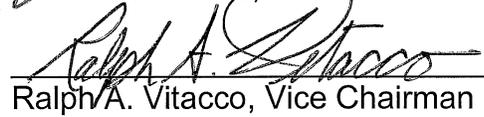
The polls for the election will be open at 7:00 a.m. and close at 8:00 p.m. on said

THURSDAY, THE EIGHTH DAY OF MAY, 2014.

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,

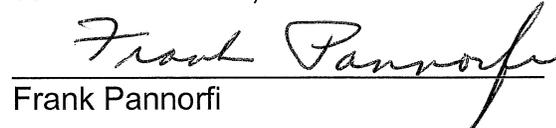
given under our hands this 17th Day of April, 2014.


James W. Pierce, Chairman


Ralph A. Vitacco, Vice Chairman

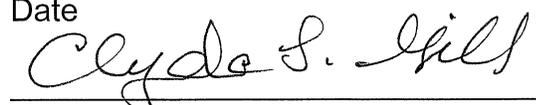

Susan James


John G. Kennan, Jr.


Frank Pannorfi

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

4-18-2014
Date

Constable

Reference Material & Volunteer Service Form for Residents

NOTE: Reference material is provided for informational purposes only.)

ARTICLE 1 – BOARD OF SELECTMEN – 2014 LONG RANGE PLAN

MISSION STATEMENT

The government of the Town of Sandwich will provide the public with the highest, most efficient and effective level of service with the resources available in a manner that exemplifies honesty, integrity and a commitment to public service while honoring our rich history, protecting our environment and responsibly planning for our future.

SUMMARY OF LONG RANGE PLAN

The purpose of the Long Range Plan (LRP) is to annually project the future needs of the Town and identify the primary issues and projects on which the Town will focus, and to report this to Town Meeting (Section 4.2.5(i) of Town Charter). The vision that forms the basis for the LRP is articulated in detail in the Local Comprehensive Plan (LCP) approved by Town Meeting in May 2009. The document below is long range in the sense that it takes us further than just one budget cycle. It is meant to define the next few steps of the journey to the vision set forth in the LCP and the other planning documents identified in the Attachments below. The Board of Selectmen and Town Meeting have already initiated many of these efforts, with progress continuing to be made on many fronts. Several of the items found in the Action Plan will also be voted on at the May 5, 2014 Annual Town Meeting and are addressed in the recommended FY'15 budget.

INTRODUCTION

Guiding principles followed in developing the LRP include:

- Adequate staffing takes precedence over new buildings
- Realistic limitations of a large population & small tax base need to be considered
- Proposition 2.5 funding limitations need to guide wage / compensation packages
- Funding sources & tax impacts of proposed actions will be identified during the planning phase

ACTION PLAN

(* = proposed action item leader)

1. Improved Delivery of Existing Services

- a. Consolidate & unify financial systems with School & Town –School Director of Finance & Business Operations*, Information Technology Director*, Finance Director*, Town Treasurer / Collector, Director of Assessing, School Information Technology Staff
 - i. Treasurer's Office implemented payroll program – January 2014; School implementation of payroll program – July 2014
 - ii. Warrant article to fund software & other IT requirements – May 2014 (Article 5)
 - iii. Accounting Office & School Department implement financial software system – July 2014
 - iv. Assessing Department implements new software program – July 2015
- b. Outline & prioritize General Government staffing & reorganization implementation plan – 2014 & Beyond – Board of Selectmen & Town Manager*
 - i. Prioritize positions not requiring override or substantial reallocation of funds to implement (Article 2)
 - ii. Prioritize positions requiring override or substantial reallocation of funds to implement
 - iii. Present reorganization plan to address organizational chart deficiencies & fund when deemed appropriate
- c. Continued review of Pay-As-You-Throw Program – 2014 & Beyond – Director of Public Works*
 - i. Continue to implement formal plan on migrating from a tax subsidized operation to a full fee for service operations – May 2014 & Beyond
 - ii. Implementation of new solid waste contract issues (SEMASS) – January 2015
 - iii. Work with Upper Cape towns to determine future of Upper Cape Regional Transfer Station on Joint Base Cape Cod – 2014 & Beyond
- d. Continue progress on recreational facilities & existing Recreation Field Development Plan with engineering review of development of public recreation fields at SHGC (or other appropriate locations) & corresponding license agreements with youth sports boards – 2014 & Beyond – Town Manager's Office*, Recreation Director, Golf Director

- e. Review and dispose of any appropriate tax title and other surplus property – Board of Selectmen*
 - i. Review updated list of properties with sub-group of Board of Selectmen – Town Treasurer – Summer 2014
 - ii. Decide what actions to take, if any – Board of Selectmen – Summer 2014
- f. Continue Substance Abuse Prevention Task Force efforts & focus on regional grant request to federal Drug Free Community program – 2014 – Substance Abuse Prevention Task Force*, Barnstable County, Board of Selectmen, School Committee
- g. Continue to support the implementation of STEM Program – 2014 & 2015 – School Committee*, Superintendent of Schools
 - i. Fund FY’15 operating budget & associated capital improvements required to facilitate movement of 7th & 8th grades to Sandwich High School – May 2014 (Article 2)
 - ii. Analyze FY’16 operating & capital budgets to implement second phase of STEM efforts, relocating all students and educational services from the Henry T. Wing School – 2014 & 2015
- h. Implement relevant recommendations from Beach Management Plan – 2014 & Beyond – Recreation Director*, Natural Resources Director, Director of Public Works, Public Facilities Director
 - i. Appropriate funding for recommended capital improvements – May 2014 & Beyond (Article 5)
 - ii. Review & explain allocation of resources for management of salt and fresh water beaches – Summer 2014
 - iii. Develop standardized beach-associated record keeping and track improvements & recommendations for future improvements – Summer 2014
 - iv. Initiate maintenance plan for beach parking lots & cleanliness of beach areas with implementation contingent upon proper funding – 2014 & Beyond
 - v. Update informational pamphlets on beach & wildlife management for distribution with beach sticker purchases – 2014 & Beyond

2. Capital Asset Management

- a. Implement library HVAC project so work can be concluded before Winter 2014/15 – Summer 2014 – Board of Selectmen, Library*, Capital Improvement Planning Committee

- b. Move forward on public safety improvement plan – 2014 & Beyond – Board of Selectmen, Public Safety Planning Group, Consultants
 - i. Review various infrastructure / building options, including appropriate locations, & prioritize implementation plan with input & direction from Board of Selectmen – 2014
 - ii. Review public safety personnel needs and options, & prioritize personnel implementation – 2014 & Beyond
 - iii. Conduct public process - including website outreach, public feedback, public outreach & listening meetings, etc. – Summer & Fall 2014
 - iv. Review various funding options – 1st Quarter 2015
 - v. Present public safety building infrastructure & personnel plan supported by Board of Selectmen to Town Meeting – May 2015
 - vi. Continue to participate in ongoing discussion about regional efforts for joint 911 dispatch services for Barnstable County – 2014 & Beyond – Board of Selectmen, Town Manager, Chief of Police, Fire Chief
- d. Public roads and public infrastructure improvements – 2014 & Beyond – Board of Selectmen, Director of Public Works
 - i. Present 1st request for capital funding to Town Meeting & voters – May 2014 (Article 7 & Ballot Question)
 - ii. Review Board of Selectmen 5-year plan to address complete public roads & public infrastructure needs – 2014 & Beyond
 - iii. Lobby Governor & State House for additional Ch. 90 appropriations & more timely release of approved Ch. 90 funds – 2014 & Beyond
- e. Evaluate the developing School District Master Plan & adopt School Committee recommendation(s) – 2014 & Beyond – School Committee*
 - i. Assist School Committee in implementing recommended actions from School District Master Plan – May 2014 (Article 2) & Beyond – School Committee, Board of Selectmen
 - ii. Support the decommissioning of the Henry T. Wing School for school purposes; School Department continued oversight of Wing School until any municipal services are relocated to the Wing School
 - iii. Appropriate funding at May 2014 Town Meeting for professional re-living analysis of the Henry T. Wing School – May 2014 (Article 5) – Board of Selectmen, Capital Improvement Planning Committee

- iv. Include appropriate departments in providing input for preparing scope of work for re-living analysis of Wing & solicit additional input from same departments following issuance of re-living report – Summer 2014 & Beyond – Board of Selectmen, Town Manager’s Office*, Library Director, Council on Aging Director, Inspector of Buildings, Public Facilities Director, School Facilities Director, Capital Improvement Planning Committee
- f. Follow-up on Long Range Capital Plan (LRCP) & recommendations presented to Board of Selectmen – 2014 & Beyond – Board of Selectmen*, School Committee, Finance Committee, Capital Improvement Planning Committee
 - i. Consider warrant article(s) to fund relevant portions of the LRCP – 2014 & Beyond
 - iii. Consider adopting non-monetary recommendations of the LRCP – 2014 & Beyond
 - iv. Review LRCP for future changes and updates – 2015 – Town Manager*, CIPC
- g. Revisit future of Clark-Haddad Building & Deacon Eldred House & determine course of action for these properties – Board of Selectmen, Capital Improvement Planning Committee – 2014 & Beyond

3. Economic Development (Commercial Tax Base Growth & Job Creation)

- a. Continue to achieve Comprehensive Water Resources Management Plan milestones – per wastewater consultant’s schedule – 2014 & Beyond – Health Director*, Water Quality Advisory Committee, Wastewater Consultant
 - i. Proceed with recommendations of Interim Solutions plan and implement appropriate action items, where possible – 2014 & Beyond
 - ii. Actively participate in Barnstable County Section 208 planning efforts & implement watershed recommendation where possible – 2014 & Beyond
 - iii. Lobby appropriate individuals for determination on Sandwich’s north-facing watersheds & embayments because the lack of a determination is holding up completion of Town’s CWRMP – 2014
- b. Reissue Request for Proposals for Town land in South Sandwich Village Center (SSVC) – Spring 2014
 - i. Review RFP responses & Selectmen make appropriate decision(s)
 - ii. Assist successful RFP respondent(s) in development plans and receipt of appropriate permits – 2014 & Beyond

- c. Continue to focus on economic development efforts – 2014 & Beyond – Board of Selectmen, Town Manager’s Office, Town Planner*, Director of Assessing, Sandwich Economic Initiative Corporation
 - i. Continue on-going RESET efforts with Cape Cod Commission – 2014 – Town Manger’s Office, Appropriate Town Staff
 - 1. Town land in SSVc – RFP
 - 2. Private land in SSVc – Growth Incentive Zone (GIZ) efforts
 - 3. Sandwich Industrial Park – Ch. H relevance, thresholds & locations
 - 4. South Shore YMCA Property – open space & wastewater credits
 - ii. Finalize wetlands demarcation & survey process for Town Marina property through Conservation Commission and determine how best to proceed with appropriate efforts going forward - 2014
 - iii. Be cognizant of Sandwich Chamber of Commerce building needs for a tourism information / economic development office, at Route 130 or other location – 2014
 - iv. Continue fostering positive working relations with NRG ownership of Canal Station power plant, negotiate successor to current Tax Valuation Agreement for Town Meeting approval, assist NRG with any potential repowering efforts – May 2014 & Beyond – Town Manager, Director of Assessing*, Town Planner, Town Meeting
- c. Implement appropriate Town staffing to further assist economic development efforts & review success of staffing to implement economic development goals; adjust as deemed appropriate – May 2014 (Article 2) & Beyond
- d. Continue efforts toward future town meeting approval of revised zoning bylaws – Town Planner*, Planning Board – 2014 & Beyond
- e. Review Sandwich Promotions Fund special legislation and determine if amendments are desired to provide direct funding to Sandwich Chamber of Commerce & Sandwich Economic Initiative Corporation – Fall 2014 STM & Beyond – Board of Selectmen
- f. Continue to explore infrastructure improvement efforts for enhanced economic development, considering all of the legal options available on a local, regional, state, and federal basis – 2014 & Beyond
- g. Continue Payment-In-Lieu-Of-Tax (PILOT) efforts with local non-profit organizations and implement an outreach plan – Fall 2014 – Board of Selectmen, Board of Assessors, Director of Assessing*

4. Preserve and Protect Historic Character and Natural Resources

- a. Continue extensive efforts to address beach erosion issues & lobby county, state, federal officials accordingly – 2014 & Beyond – Board of Selectmen, Town Manager, Natural Resources Director*, Woods Hole Group
- i. Lobby county, state, federal officials for renewed action on Army Corps of Engineers' Section 111 & Section 204 studies, and various permitting & funding efforts – 2014
 - ii. Lobby state & federal officials for access to future sources of sand – 2014
 - iii. Work with federal and state delegation – and Coastal Zone Management – to secure funding for future completion of Beach Renourishment Project, including funding of Hurricane Sandy & Tropical Storm Nemo FEMA requests and federal coastal resiliency grant request – 2014
 - iv. Work with federal and state delegation to secure funding for future completion of Old Harbor Inlet Stabilization Project – 2014 & Beyond
- b. Celebrate Sandwich's 375th anniversary – 2014 – Board of Selectmen, Sandwich 375 Committee*
- c. Warrant articles for Community Preservation Committee recommendations with Selectmen pre-authorization prior to submission of Town-related & owned requests, particularly with limited funding available – 2014 & Beyond – Board of Selectmen*, Community Preservation Committee
- d. Recognize 40th anniversary of Old King's Highway Regional Historic District as the largest historic district in America – Fall 2014 – Board of Selectmen, Old King's Highway Regional Historic District Committee*
- e. Meet with Sandwich Housing Authority to discuss progress on George Fernandes Way expansion project, joint efforts with Habitat for Humanity to construct home(s) in Sandwich, and ways to address Sandwich Affordable Housing Plan – Summer 2014 & Beyond – Board of Selectmen, Sandwich Housing Authority*
- f. Continue to review open space purchase priority list, particularly if large, desirable parcels become available – 2014 & Beyond – Board of Selectmen, Natural Resources Director*, Conservation Commission, Community Preservation Committee

ATTACHMENTS

Many of the action items and concepts expressed above are also addressed with much more specificity in numerous documents like the Local Comprehensive Plan, our annual multi-year financial projections, and various planning documents covering specific issue areas. A listing of all these documents – and the documents themselves – can be found on the Town's website (www.sandwichmass.org) or viewed at the Office of the Board of Selectmen & Town Manager, Town Hall, 130 Main Street, Sandwich, MA 02563.

ARTICLE 2 – FY'14 PROJECTED REVENUES & EXPENSES

REVENUES

FY'15 Tax Levy:

FY'14 Levy Limit	50,301,208	
2.5% Increase	1,257,530	
Est. New Growth	600,000	
Excess Levy Reserve Est.	0	
Overrides / Exclusions	0	
County Assess. Outside 2.5: CCC	158,875	
Debt Outside 2.5	1,236,775	53,554,388

Other Revenue:

Land Bank / CPA Debt	1,161,614	
School Building Authority Funding	1,279,534	
State Aid: Discretionary (-9.78%)	2,056,531	
State Ch. 70 Aid: School (1.17%)	6,665,593	
Est. Local Receipts (w/ Meals Tax)	4,300,000	
Surplus Revenue: Certified	1,309,581	
Overlay Release	150,000	
Transfer from Stabilization Fund	0	16,922,853

Total Estimated Revenues

70,477,242

EXPENSES

ReCap Sheet Items:

State Assess.: Tuitions (6.68%)	2,950,000	
State Assess.: All Other (3.00%)	530,450	
Abatements / Overlay	425,000	3,905,450

Town Meeting Items:

Group Health Insur. (0.86%)	8,775,000	
County Retirement Assess. (0.34%)	2,986,747	
Property & Liability Insur. (-6.25%)	825,000	
Medicare (6.00%)	588,470	
Unemployment Account	75,000	
Debt: Long Term	4,139,804	
Debt: Short Term	50,000	
Reserve Fund	500,000	
Social Services	21,200	
Capital Budget - Net	604,531	
Transfer to Stabilization Fund	0	
FY'14 Snow & Ice Deficit	165,000	18,730,752

Operating Budgets:

School Budget: Local (3.78%)	24,634,407	
Ch. 70 (1.17%)	6,665,593	31,300,000
UCCRVTS Budget (-8.51%)		1,828,435
General Gov't. Budget (2.50%)	14,448,375	
Sanitation Ent. Fund	250,000	
SHGC Ent. Fund	0	14,698,375

Total Estimated Expenses

70,463,012

ESTIMATED FY'15 BUDGET BALANCE

14,230

ARTICLE 12 – NRG TAX VALUATION AGREEMENT

THIS TAX VALUATION AGREEMENT (the “Agreement”) is made and entered into as of this 3rd day of April, 2014, by and between the Town of Sandwich, a municipal corporation and body politic of the Commonwealth of Massachusetts having its offices at 130 Main Street, Sandwich, Massachusetts 02563 (the “Town”), and NRG Canal LLC, a Delaware limited liability company having its principal place of business at 9 Freezer Road, Sandwich, Massachusetts 02563 (“NRG”). The Town and NRG may be collectively referred to hereafter as the “Parties.”

RECITALS

WHEREAS, NRG owns a 1,120MW steam electric generating facility (the “Facility”) which is located on certain land owned by NRG in the Town;

WHEREAS, NRG is subject to certain local taxes in connection with its ownership of the real and personal property;

WHEREAS, valuation of electric power generation plants for local tax purposes poses unique difficulties and involves complex procedures that must be implemented by the Town on annual basis; and

WHEREAS, the Parties now wish to set forth their understanding regarding valuation of the Facility, and all its related real and personal property.

NOW THEREFORE, in consideration of the mutual promises and covenants of each to the other contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby covenant and agree as follows:

1. *Property to be Taxed.* The property owned by NRG which shall be taxed subject to the terms of this Agreement is described in Exhibits A and B attached hereto (the “Subject Property”). The Subject Property shall also include any material additions, improvements or other changes to the Subject Property which occur after the execution of this Agreement, but shall not include any costs associated with normal repairs to or maintenance of the Facility. This Agreement covers all real and personal property taxation and Community Preservation Act charges.

2. *Term.* This Agreement shall govern the taxation of the Subject Property for fiscal year 2015 through, and including, fiscal year 2018, unless otherwise provided herein. This Agreement may sooner terminate (i) pursuant to Section 6 herein, or (ii) by written notice from NRG in the event the Parties are unable to resolve any dispute pursuant to Section 15 of this Agreement, provided such notice is delivered within thirty (30) days after the mediation has concluded. Upon termination, the Town shall assess the Subject Property at its full and fair cash valuation.

3. *Assessed Valuation of Subject Property.* The Parties agree that the full and fair cash valuation of the Subject Property shall be the amounts listed below for each of the fiscal years included in the term of this Agreement. The following valuation schedule shall become effective at the beginning of the fiscal year immediately following the execution of this Agreement. For the purposes of this Agreement, each fiscal year shall begin on July 1 and shall end on June 30 the following calendar year. By way of example, fiscal year 2015 means 7/1/14 – 6/30/15.

VALUATION SCHEDULE

Tax Year	Fiscal Year	Assessment
7/1/14 - 6/30/15	FY15	\$ 137,500,000
7/1/15 - 6/30/16	FY16	\$ 120,000,000
7/1/16 - 6/30/17	FY17	\$ 110,000,000
7/1/17 - 6/30/18	FY18	\$ 100,000,000

4. *Annual Certifications.* NRG shall submit to the Town no later than the March 1 preceding the beginning of each fiscal year covered by this Agreement, an annual certification which describes any material additions, improvements or retirements that have occurred since its last annual certification in accordance with G.L. c. 59, § 29. In each annual certification, NRG shall designate a representative who is available to answer any questions that the Town may have regarding the information that was provided or omitted on such annual certification.

5. *Reopeners.*

- a. If, during the period of this Agreement, the Facility either is (i) prevented from operation for a period of six consecutive months due to any reason, or (ii) is taken out of service permanently, NRG and the Town will meet to discuss the effect of such action on the valuation of the following tax year. If the Parties are unable to reach agreement on this issue, despite their best efforts, the Town and NRG shall have the right to address the issue pursuant to Section 15 of this Agreement.
- b. In the event of a material change to the Facility (excluding any normal repair and maintenance or installation of pollution control equipment), that would change the capacity of the plant by at least 100 megawatts (MW), and thereby could change the valuation of the Facility by reasons other than described in subsection (a) above, the Town and NRG will meet to review and discuss whether any changes will be warranted for that Fiscal Year. If the Parties are unable to reach agreement on this issue, despite their best efforts, the Town and NRG shall have the right to address the issue pursuant to Section 15 of this Agreement.
- c. The deadlines for sending a Party a request for an adjustment for either of the above adjustments to be effective for a fiscal year covered by this Agreement are as follows: 4/1/14 to be effective for fiscal year 2015, 4/1/15 to be effective for fiscal year 2016, 4/1/16 to be effective for fiscal year 2017, and 4/1/17 to be effective for fiscal year 2018. The deadline for reaching final agreement on an adjustment is July 1 of each year.

6. *Amount and Timing of Payments; Failure to Make Timely Payments; Right to Cure.* Subject to the provisions of Section 3 and 4 hereof, the total amount of taxes to be paid by NRG in any fiscal year shall equal the valuation for said fiscal year multiplied by the unified tax classification rate currently in effect in the Town. Payments due under this Agreement shall be billed in accordance with G.L. c. 60, § 3. NRG shall make payment within twenty-five (25) calendar days of its receipt of the relevant Town quarterly real and/or personal property commitment; provided, however, that the Town must issue each quarterly commitment to NRG in a manner consistent with the Town's

issuance of quarterly commitments to other taxpayers. If the due date for any payment is not a Business Day (a day in which major banks in Boston, Massachusetts are open for business, excluding any Saturday and Sunday), the due date for payment shall be the following Business Day. Payments must be made by wire transfer if the Town provides NRG with wire account information with the tax commitment. NRG's failure to make any payment required under this Agreement by the applicable due date shall not constitute a breach of the Agreement, provided such failure (i) is remedied within two (2) Business Days after NRG's receipt of written notice from the Town, or (ii) is the subject of a good faith dispute, or (iii) resulted from events, acts, or circumstances outside NRG's control such as extreme weather events, acts of god, war, or similar uncontrollable events. Except as provided for in this Paragraph 7, the Town, based on NRG's breach of the Agreement by its failure to make payment, can immediately terminate this Agreement upon written notice to NRG. In addition, in the event of a uncured payment default that is not the subject of a good faith dispute, NRG shall pay a late fee of one thousand dollars (\$1,000) per day for each day that any payment under this Agreement is due, provided, however, that no more than twenty-five thousand dollars (\$25,000) shall be due and owing for each instance of late payment or nonpayment. Interest shall also accrue on all late payments in accordance with G.L. c. 59, § 57.

7. *Change in Tax Classification System.* In the event the Town elects to modify its tax classification rate by adopting more than one use classification, the Subject Property shall be taxed at the lower of the classified rates.

8. *Representations and Warranties of NRG.* NRG hereby makes the following representations and warranties to the Town:

- (a) NRG is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Delaware and has the full limited liability company power and authority to carry on its business as it is now being conducted.
- (b) NRG has taken all necessary limited liability company action to authorize and approve the execution and delivery of this Agreement.
- (c) To the best of NRG's knowledge, none of the documents or information furnished by or on behalf of NRG to the Town in connection with negotiation and execution of this Agreement contains any untrue statement of a material fact or omits to state any material fact required to be stated therein or necessary to make the statements contained herein or therein, in the light of the circumstances in which they were made, not misleading.
- (d) The person executing this Agreement on behalf of NRG has the full power and authority to bind it to each and every provision of this Agreement.
- (e) In the event of a dispute over any term or provision of this Agreement, NRG waives any defense or claim that this Agreement is unenforceable as a matter of law.
- (f) NRG is the sole owner of the Subject Property.

(g) The description of the Subject Property set forth in Exhibit A is accurate.

9. *Representations and Warranties of the Town.* The Town hereby makes the following representations and warranties to NRG:

- (a) The Town is a municipal corporation and body politic of the Commonwealth of Massachusetts.
- (b) The Town has taken all necessary action to authorize and approve the execution and delivery of this Agreement.
- (c) The person or persons executing this Agreement on behalf of the Town have the full power and authority to bind it to each and every provision of this Agreement.
- (d) In the event of a dispute over any term or provision of this Agreement, the Town waives any defense or claim that this Agreement is unenforceable as a matter of law.

10. *Abatements.* For so long as this Agreement remains in effect, NRG agrees that it will not seek an abatement or reduction of the amounts due to the Town hereunder and waives all such rights to the fullest extent permitted by law. NRG may only challenge valuation adjustments on a forward basis pursuant to Section 5 of this Agreement; i.e. should NRG fail to make a timely request for a reopening pursuant to Section 5, its right to challenge a valuation adjustment for that fiscal year is permanently and irrevocably waived.

11. *Notices.* All notices, demands, requests, consents or other communications required or permitted to be given or made under this Agreement shall be in writing and sent to the individuals and addresses set forth below. Notices hereunder shall be deemed properly served: (i) by hand delivery, on the day and at the time on which delivered to the intended recipient at the address set forth in this Agreement; (ii) if sent by mail, on the third business day after the day on which deposited in the United States certified or registered mail, postage prepaid, return receipt requested, addressed to the intended recipient at its address set forth in this Agreement; or (iii) if by Federal Express or other reputable express mail service, on the next business day after delivery to such express mail service, addressed to the intended recipient at its address set forth in this Agreement. Notices may also be transmitted by electronic mail, provided that any notice transmitted solely by electronic mail which is not confirmed as received by the receiving Party shall be followed up by personal delivery or overnight delivery within forty-eight (48) hours. Either Party may change its address and contact person for the purposes of this Section 11 by giving notice thereof in the manner required herein.

If to the Town:

Town Administrator
Sandwich Town Hall
130 Main Street
Sandwich, MA 02563

with a copy to:

Jeffrey M. Bernstein, Esq.
BCK LAW, P.C.
One Gateway Center, Suite 809
Newton, Massachusetts 02458
(617) 244-9500 (Phone)
(617) 244-9550 (Fax)
jbernstein@bck.com (E-Mail)

If to NRG:

NRG Canal, LLC
Attn: East Region Legal Department
211 Carnegie Center
Princeton, NJ 08540

with a copy to:

NRG Canal, LLC
Attn: Property Tax Department
211 Carnegie Center
Princeton, NJ 08540

12. *Entire Agreement; Construction with Other Agreements.* Except as expressly provided herein, this Agreement, along with the Exhibits attached hereto, constitute the entire and complete agreement of the Parties with respect to the taxation by the Town of the Subject Property, exclusive of all prior understandings, arrangements and commitments, all of which, whether oral or written, having been merged herein, except for contemporaneous or subsequent written understandings, arrangements, or commitments signed by the Parties intended to be bound thereby.

13. *Binding Effect.* This Agreement shall bind and inure to the benefit of the Parties to this Agreement and any successor or assignee acquiring an interest hereunder, provided however, that in the event NRG sells or conveys a portion of the Site (as such term is defined in Exhibit A attached hereto) that is not used in connection with the generation of electric power at the Facility, such portion of the Site shall be released from the terms of this Agreement and the value of Subject Property shall be adjusted as provided in Section 5 hereof.

14. *Applicable Law.* The laws of the Commonwealth of Massachusetts shall govern the validity, interpretation, construction and performance of this Agreement.

15. *Dispute Resolution.* Unless otherwise expressly provided for in this Agreement (including, but not limited to, Section 5), the dispute resolution procedures of this Section 15 shall be the exclusive mechanism to resolve disputes arising under this Agreement. The Parties agree to use commercially reasonable efforts to resolve any dispute(s) that may arise regarding this Agreement. Any dispute that arises under or with respect to this Agreement that cannot be resolved shall in the first instance be the subject of informal negotiations between the Parties. The dispute shall be considered to have arisen when one Party sends the other Party a written notice of dispute.

The period for informal negotiations shall be fourteen (14) days from receipt of the written notice of dispute unless such time period is modified by written agreement of the Parties involved in the dispute. After one Party sends the other Party a written notice of dispute, the Parties shall enter into an agreement tolling any applicable statute of limitations or repose for a mutually agreeable period of time, which at a minimum will allow the Parties sufficient time to complete the dispute resolution process established in this paragraph. In the event that the Parties cannot resolve a dispute by informal negotiations, the Parties involved in the dispute agree to submit the dispute to mediation. Within fourteen (14) days following the expiration of the time period for informal negotiations, the Parties involved in the dispute shall propose and agree upon a neutral and otherwise qualified mediator. In the event that the Parties fail to agree upon a mediator, the Parties shall request that the American Arbitration Association, Boston, Massachusetts, appoint a mediator. In the event that despite the good faith efforts of both Parties, the Parties are unable to appoint a mediator to commence the mediation within thirty (30) days of the expiration of the time period for informal negotiations, the aggrieved Party may commence judicial action as set forth below. The period for mediation shall commence upon the appointment of the mediator and shall not exceed thirty (30) days, unless such time period is modified by written agreement of the Parties involved in the dispute. The decision to continue mediation shall be in the sole discretion of each Party involved in the dispute. The Parties will bear their own costs of the mediation. In the event that the Parties cannot resolve a dispute by informal negotiations or mediation, or seek injunctive or equitable relief as set forth below, venue for any judicial proceeding shall be any state or federal court in Massachusetts of competent jurisdiction. Notwithstanding the foregoing, injunctive or equitable relief may be sought without resorting to dispute resolution to prevent irreparable harm that would be caused by a breach of this Agreement. In any judicial action, the Parties waive their rights to a jury trial and the "Prevailing Party" shall be entitled to payment from the opposing Party of its reasonable costs and fees, including, but not limited to, attorneys' fees arising from the civil action. As used herein, the phrase "Prevailing Party" shall mean the Party who, in the reasonable discretion of the finder of fact, most substantially prevails in its claims or defenses in the civil action.

16. *Amendments.* No amendment to this Agreement shall be effective until reduced to writing and executed and delivered by both Parties.

17. *Severability; Reformation.* In case any one or more of the provisions (or parts of a provision) contained in this Agreement shall, for any reason, be held by any governmental authority, agency or court of competent jurisdiction, to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision (or part of a provision) of this Agreement; and this Agreement shall, to the fullest extent lawful, be reformed and construed as if such invalid, illegal or unenforceable provision (or part of a provision) had never been contained herein, and such provision (or part) reformed so that it will be valid, legal and enforceable to the maximum extent possible. In the event that any governmental authority, agency or court of competent jurisdiction invalidates any key provision(s) in this Agreement, the Parties agree to use commercially reasonable efforts to negotiate in good faith a new tax valuation agreement which shall attempt to the maximum extent possible to achieve the intent and the objectives of the Parties as set forth in this Agreement.

18. *Headings.* The descriptive headings of the sections in this Agreement are inserted for convenience only and do not constitute a part of this Agreement.

19. *Counterparts.* This Agreement may be executed in counterparts by the Parties hereto

and will become binding upon the Parties at such time as the signatories hereto have signed each counterpart of this Agreement. All counterparts executed shall constitute one Agreement binding all Parties hereto, notwithstanding that all Parties are not signatories to the original or same counterpart.

20. *Waiver.* No waiver by either Party hereto of any one or more defaults by the other Party in the performance of any provision of this Agreement shall operate or be construed as a waiver of any future default, whether of like or different character. No failure on the part of either Party hereto to complain of any action or non-action on the part of the other Party, no matter how long the same may continue, shall be deemed to be a waiver of any right hereunder by the Party so failing. A waiver of any of the provisions of this Agreement shall only be effective if made in writing and signed by the Party who is making such waiver.

21. *Joint Work Product.* This Agreement shall be considered the work product of both Parties, and, therefore, no rule of strict construction shall be applied against the other Party hereto.

[Signatures follow]

EXECUTED this 3rd day of ~~March~~ ^{April}, 2014.

ATTEST:

By: *Maria G. DeLuca*

By: *Maria G. DeLuca*

ATTEST:

By: *Maria G. DeLuca*

MARIA G. DeLUCA
ID # 2413429
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 10/13/2016

TOWN OF SANDWICH

By: *George H. Dunham*
George H. Dunham, Town Administrator

By: *Edward L. Childs*
Edward L. Childs, Director of Assessing

NRG CANAL, LLC

By: *William Lee Davis*
Name: William Lee Davis
Title: President

EXHIBIT A

Description of Subject Property

As herein, the term "Subject Property" shall include all of the following real and personal property, whether currently existing or acquired during the term of this Agreement, owned by NRG or any affiliate thereof located on the Site (defined below):

- 1.1 approximately 136 acres of land located in Sandwich, Massachusetts, as more particularly described on Exhibit B attached hereto (the "Site");
- 1.2 any and all structures and buildings constructed or to be constructed on the Site, including but not limited to, the existing buildings and structures located on the Site;
- 1.3 any and all equipment, machinery or facilities used in or related to the production of electricity, and ancillary and appurtenant facilities, fixtures, and personal property related thereto, located at the Site or used in connection with the generation or transmission of electric power from the Site, including but not limited to, oil storage, docking facilities, natural gas and electric lines;
- 1.4 any and all fuel, supplies, inventories, materials, spare parts and other consumable property located at the Site used in or related to the production of electricity; and
- 1.5 any and all other personal property located at the Site and owned by NRG, including but not limited to, vehicles, office furniture and equipment.

The "Subject Property" shall not include any real or personal property not owned by NRG or an affiliate thereof, including, without limitation, the so-called "Switchyard" and transmission and distribution facilities at or near the Site owned by third parties. The Parties acknowledge that the definition of Subject Property does not include any pollution control equipment, which is exempt from local property taxation; provided that in the event such pollution control equipment is in the future subject to local taxation, it shall be deemed to be part of the Subject Property.

EXHIBIT B

Schedule of Parcels

Parcel No.	Type	Acreage	Description
0087-C-39A001	Personal		9 FREEZER RD
0087-C-39B001	Personal		9 FREEZER RD
86-013	Real	10.5	1 ROUTE 6A
86-014	Real	3.58	1 TUPPER ROAD
86-015	Real	9.34	ROUTE 6A
86-016	Real	6.06	TUPPER ROAD
86-018	Real	2.1	TUPPER ROAD
86-019	Real	2.7	TUPPER ROAD
87-012	Real	1.15	51 TUPPER ROAD
91-001	Real	1.29	FREEZER ROAD
91-002	Real	1.07	TUPPER ROAD
91-003	Real	21.3	TUPPER ROAD
92-002	Real	29.83	9 FREEZER RD
93-008	Real	2.68	2 COAST GUARD ROAD
93-009	Real	31.5	TOWN NECK ROAD
93-011-001	Real	0.15	TOWN NECK ROAD
93-158	Real	9.5	COAST GUARD ROAD

A GLOSSARY OF COMMONLY USED TERMS

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

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

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

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

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

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

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

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

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

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

Cherry Sheet – An annual statement received by the Town from the Department of Revenue detailing estimated receipts for the next fiscal year from various state aid accounts, the lottery, and estimated charges payable in setting the tax rate.

Supplemental Cherry Sheets may be issued during the year and there is no guarantee that the estimated receipts and charges shown thereon will not vary from actual receipts and charges. The name was derived from the pink color of the document.

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

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

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

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

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

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

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

Growth Revenue (New Growth) – The amount of property tax revenue that a community can add to its allowable tax levy from taxes from new construction, alterations, subdivisions, or changes of use. It is computed by applying the prior year's tax rate to the increase in valuation.

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

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

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

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

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

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

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

Surplus Revenue – See "Free Cash".

TABLE OF BASIC POINTS OF MOTIONS

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

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

Source: Town Meeting Time, 3rd Edition

TOWN OF SANDWICH TALENT BANK

Serve Your Community

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

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

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

Name: _____ Tel. No.: _____

Mailing Address: _____

E-Mail Address: _____

Occupation / Background / Experience: _____

LIST ORDER OF PREFERENCE:

- | | | |
|---|---|--|
| <input type="checkbox"/> 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 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