

Town of Sandwich

THE OLDEST TOWN ON CAPE COD

130 MAIN STREET
SANDWICH, MA 02563

E-MAIL: selectmen@townofsandwich.net
E-MAIL: townhall@townofsandwich.net



BOARD OF
SELECTMEN

TOWN
MANAGER

TEL: 508-888-4910 AND 508-888-5144
FAX: 508-833-8045

SPECIAL TOWN MEETING NOTICE

TOWN OF SANDWICH

BOARD OF SELECTMEN/SCHOOL COMMITTEE AND FINANCE COMMITTEE

Location: Sandwich High School Auditorium, 365 Quaker Meetinghouse Road, East Sandwich

Date: Monday, October 28, 2019

Time: 7:00 p.m.

AGENDA

Special Town Meeting Warrant

Date & Time Received by Town
Clerk's Office

Signed: _____

Name (print): Diane M. Hanelt, Administrative Assistant
Board of Selectmen/Town Manager

Date: October 22, 2019

TOWN CLERK
TOWN OF SANDWICH

OCT 22 2019

11 H 45 M 17 M
RECEIVED & RECORDED

Town of Sandwich
Special Town Meeting

WARRANT

Monday, October 28, 2019
7:00 p.m. – Sandwich High School



BOARD OF SELECTMEN

David J. Sampson, Chair
Michael J. Miller, Vice-Chair
Robert J. George
Shane T. Hctor
Charles M. Holden

MODERATOR

Garry N. Blank

FINANCE COMMITTEE

Mark Snyder, Chair
Matthew Anderson, Vice-Chair
Nancy Crossman
Gwenn Dyson
Robert Guerin
James McCormick
James W. Pierce
Laura Wing
Viktor Zukauskas

**October 28, 2019 – Special Town Meeting
Index of Warrant Articles**

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2. Authorization to Sell Forestdale Fire Station & Grant Parking Easement for Greenville Schoolhouse (p. 4)
3. Rescind Authorization of 5/3/93 Annual Town Meeting under Article 35 & Ballot Question #2 to Issue \$6.5 Million in Debt for Regional Septage Treatment Facility (p. 4)
4. Expand Authorization of 5/2/16 Annual Town Meeting under Article 6 for Use of Capital Funds for School Department Wastewater Treatment Facilities (p. 4)
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Note: Petition articles have been printed as submitted and may contain typographic and other errors.

Reference Material:

1. Article 1: Chart of Planned Revenue Sources & Estimated Bond Costs for Sandwich Public Library Renovations & New Center for Active Living (p. 10)
2. Article 5: Canal Units 1 & 2 Payment in Lieu of Tax Agreement (p. 12)
3. A Glossary of Commonly Used Terms (p. 29)
4. Table of Basic Points of Motion (p. 32)

**TOWN OF SANDWICH
2019 SPECIAL TOWN MEETING
October 28, 2019**

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, October 28, 2019, 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, or borrow a sum of money for the design and for making extraordinary repairs and renovations to the existing Sandwich Public Library building and structures located at 142 Main Street, and known as Assessor's Map 73, Lots 183 and 184, including all costs incidental and related thereto; and to design and construct a new center for active living on the Oak Crest Cove property located at 34 Quaker Meetinghouse Road, and known as Assessor's Map 17, Lot 196-01, including all costs incidental and related thereto; and that to meet this appropriation, the Treasurer, with the approval of the Board of Selectmen, is authorized to borrow said amount under and pursuant to M.G.L. c. 44, §7(1), or pursuant to any other enabling authority, and to issue bonds or notes of the Town therefor with any premium received upon the sale of any bonds or notes approved by this vote, less any such premium applied to the payment of the costs of issuance of such bonds or notes, may be applied to the payment of costs approved by this vote in accordance with M.G.L. c. 44, §20, thereby reducing the amount authorized to be borrowed to pay such costs by a like amount; or take any other action relative thereto.

(2/3 Vote Required)

Recommended by the Board of Selectmen that \$20,000,000 be appropriated for said purpose. Not Recommended by the Finance Committee.

ARTICLE 2

To see if the Town will vote to authorize the Board of Selectmen to transfer the care, custody, control, and management of a parcel of land containing an existing Town building, being the Forestdale Fire Station located at 85 Route 130, and known as Assessor's Map 11, Lot 68, from the Board of Selectmen for the purposes for which it is currently held, to the Board of Selectmen to be held for the purpose of disposal by sale or lease, and to authorize the Board of Selectmen to sell, lease, or otherwise dispose of such building and land pursuant to General laws Chapter 30B on such terms and conditions as the Board of Selectmen determine to be in the best interest of the Town; provided, however, that a parking easement be retained by the Board of Selectmen on Assessor's Map 11, Lot 68 for the use of the Greenville Schoolhouse located at 87 Route 130, and known as Assessor's Map 11, Lot 69; or take any other action relative thereto.

(2/3 Vote Required)

Recommended by the Board of Selectmen & Finance Committee.

ARTICLE 3

To see if the Town will vote to rescind the vote of the May 3, 1993 Annual Town Meeting under Article 35 which appropriated and authorized debt in the amount of \$6,500,000.00 to design and construct a regional septage treatment plant and related facilities, or take any other action relative thereto.

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

ARTICLE 4

To see if the Town will vote to expand the use of the funds appropriated at the May 2, 2016 Annual Town Meeting under Article 6 for repairs and improvements at the Forestdale School wastewater treatment facility to include repairs and improvements at all School Department wastewater treatment facilities, or take any other action relative thereto.

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

ARTICLE 5

To see if the Town will vote in accordance with the regulations issued by the Department of Revenue in the Informational Guideline Releases No. 98-403 and No. 17-26 to accept the terms and conditions of the tax valuation agreement from Fiscal Year 2020 through Fiscal Year 2026 between the Town of Sandwich and Canal Generating LLC, or an affiliate, dated October 7, 2019 and entitled "Payment in Lieu of Tax Agreement, Canal Units 1 and 2", a copy of which is attached to the warrant, or take any action relative thereto.

Recommended by the Board of Selectmen & Finance Committee.

ARTICLE 6

To see if the Town will vote to transfer and appropriate the sum of \$340,000.00, or any other amount, from the Ambulance Fund, to be expended under the direction of the Board of Selectmen, for the purpose of purchasing and repairing equipment, vehicles, and buildings, and providing related services in accordance with the following list, or take any action relative thereto.

Purchase Ambulance & Related Supplies & Equipment	260,000
Emergency Services Equipment, Software, & Training	80,000

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

ARTICLE 7

To see if the Town will vote to transfer and appropriate under the Community Preservation Act community housing program the sum of \$51,000.00, or any other amount, to be expended under the direction of the Board of Selectmen, for the purpose of supporting the Latham Centers, Inc. and Residential Rehabilitation Housing, Inc. Headwaters Replacement Housing program located at 2 Symphony Lane; that to meet this appropriation the Town transfer from the Community Preservation Fund a sum of money for this purpose; and further, to authorize the Board of Selectmen to enter into a grant agreement with said Latham Centers, Inc. and Residential Rehabilitation Housing, Inc., on such terms and conditions as the Board of Selectmen deems appropriate, including the acquisition of an affordable housing restriction; or take any other action relative thereto.

**Recommended by the Board of Selectmen & Community Preservation Committee.
Not Recommended by the Finance Committee.**

ARTICLE 8

To see if the Town will vote to transfer and appropriate under the Community Preservation Act open space and recreation program the sum of \$47,438.00, or any other amount, to be expended under the direction of the Board of Selectmen, for the purpose of supporting the Cape Cod Disc Golf Club project to construct and maintain a disc golf course located at the Town's Oak Crest Cove property, 34 Quaker Meetinghouse Road, and known as Assessor's Map 17, Lot 196-01; that to meet this appropriation the Town transfer from the Community Preservation Fund a sum of money for this purpose; and further, to authorize the Board of Selectmen to enter into a grant agreement with said Cape Cod Disc Golf Club, on such terms and conditions as the Board of Selectmen deems appropriate; or take any other action relative thereto.

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

ARTICLE 9

To see if the Town will vote to adopt the following as Chapter 4, Section 4.07 of the Town of Sandwich Bylaws:

The purchase by the Town of Sandwich of either water or any other beverage in single-use plastic bottles of any size is prohibited and the sale of water or any beverage in single-use plastic containers is prohibited on town property.

Any Town department when engaged in public health and safety operations shall be exempt from this Bylaw.

Effective date: As soon as practicable but no later than September 1, 2020

In the event of a declaration (by Emergency Management Director, or other duly-authorized Town, Commonwealth, or United States official) of an emergency affecting the availability and/or quality of drinking water for Sandwich residents the Town shall be exempt from this Bylaw until seven (7) calendar days after such declaration has ended.

(Submitted by Petition)

No Recommendation Required.

ARTICLE 10

To see if the Town will vote to appropriate money to form an 11 member Green Community/Getting to Net Zero Volunteer Task Force, as outlined below. The task force will work to achieve a MA Green Community Designation for Sandwich. Since 2010, 220 MA towns have already been designated as Green Communities. This designation opens the door for substantial grants, along with financial and technical support. To achieve a MA Green Communities designation, Sandwich must 1) pledge to cut municipal energy use by an ambitious and achievable goal of 20 percent over 5 years and 2) meet 4 other criteria established in the Green Communities Act. See <https://www.mass.gov/guides/bcomming-a-designated-green-community>

Appointed by the Selectmen, the task force will be composed of a broad range of volunteer stakeholders, including 2 local business owners, 1 commercial and 1 residential property owner, 2 subject matter experts, 1 town staff member, 2 Sandwich High School students (a junior and a senior), as well as 1 member of the Democratic Town Committee and 1 member of the Republican Town Committee. The task force will develop strategies, plans and recommendations to achieve, within 5 - 30 years, an annual balance of zero greenhouse gas emissions from building operations with the overall goal of eliminating Sandwich's dependence on fossil fuels, including electricity generated by the fossil fuel burning Canal Power Plant as long as it continues to burn fossil fuels.

The task force will write an annual report on its recommendations, activities, and progress toward its goals, to be submitted for review and approval by Town Meeting.

FUNDS REQUESTED:

- \$1,000 for use by the task force to achieve the above goals.
(Submitted by Petition)

Not Recommended by the Finance Committee.

ARTICLE 11

Since the town of Sandwich has negotiated a beneficial tax agreement with Canal 3, the town will appropriate \$3 million to design and construct the alternative energy components necessary to achieve net zero emissions from the proposed Center for Active Living – or any and all subsequent new construction or renovation should plans for this senior center fail.

(Submitted by Petition)

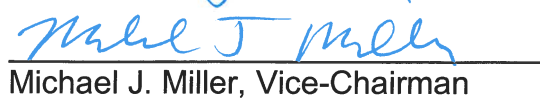
Not Recommended by the Finance Committee.

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 10th Day of October, 2019.



David J. Sampson, Chairman



Michael J. Miller, Vice-Chairman



Robert J. George



Shane T. Hctor



Charles M. Holden

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

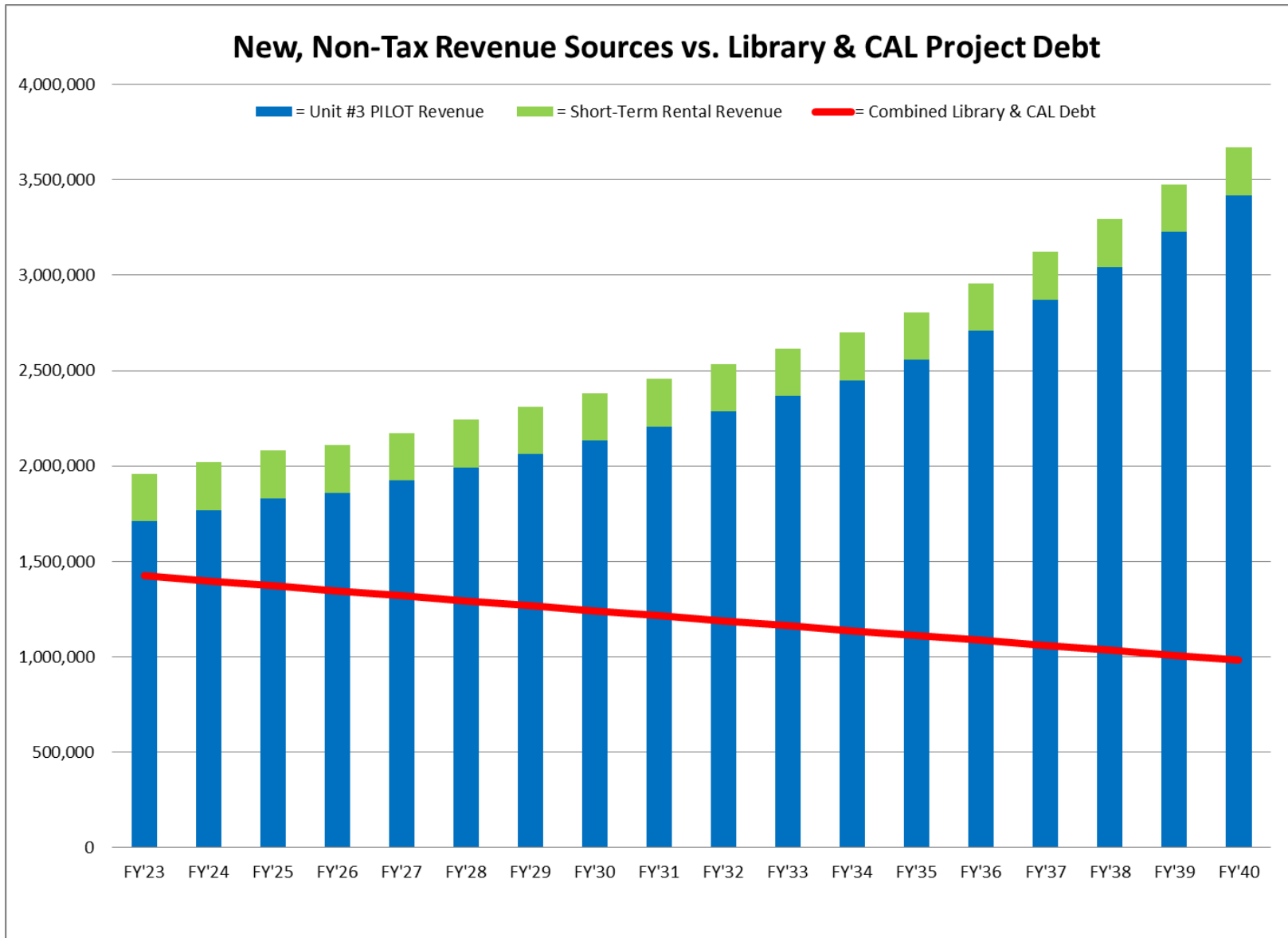
10/11/2019
Date



Constable

REFERENCE MATERIAL:

ARTICLE 1: PROPOSED FUNDING OF LIBRARY RENOVATIONS & NEW CENTER FOR ACTIVE LIVING



UNIT #3 PILOT PAYMENTS & SHORT-TERM RENTAL FUND vs. COMBINED LIBRARY & CAL PROJECT

<u>Fiscal Year</u>	PROJECTED REVENUES		PROJECTED COSTS TO TAXPAYERS		
	New Unit #3 PILOT Payment	Short-Term Rental Tax Fund	Combined Library & CAL Project Debt	Annual Taxpayer Cost If Debt Exclusion	Taxpayer Cost If Paid Within Prop. 2.5 Limit
FY'23	1,710,626	250,000	1,424,000	136	0
FY'24	1,770,498	250,000	1,398,000	134	0
FY'25	1,832,465	250,000	1,372,000	131	0
FY'26	1,859,022	250,000	1,346,000	129	0
FY'27	1,924,088	250,000	1,320,000	126	0
FY'28	1,991,431	250,000	1,294,000	124	0
FY'29	2,061,131	250,000	1,268,000	121	0
FY'30	2,133,271	250,000	1,242,000	119	0
FY'31	2,207,936	250,000	1,216,000	116	0
FY'32	2,285,213	250,000	1,190,000	114	0
FY'33	2,365,196	250,000	1,164,000	111	0
FY'34	2,447,978	250,000	1,138,000	109	0
FY'35	2,555,757	250,000	1,112,000	106	0
FY'36	2,709,102	250,000	1,086,000	104	0
FY'37	2,871,649	250,000	1,060,000	101	0
FY'38	3,043,947	250,000	1,034,000	99	0
FY'39	3,226,584	250,000	1,008,000	96	0
FY'40	3,420,179	250,000	982,000	94	0
Total	52,676,610	5,250,000	24,444,000	2,335	0

ARTICLE 5: CANAL UNITS 1 & 2 PAYMENT IN LIEU OF TAX AGREEMENT

**PAYMENT IN LIEU OF TAX
AGREEMENT**

Canal Units 1 and 2

This Payment in Lieu of Tax Agreement (“Tax Agreement”) is made as of the 7th day of October, 2019, by and between the Town of Sandwich, a municipal corporation and body politic of the Commonwealth of Massachusetts (the “Town”), and Canal Generating LLC, a Delaware limited liability company (“Canal”), each individually a “Party” and collectively, the “Parties.”

WITNESSETH:

WHEREAS, Canal owns various parcels of real property located in the Town as identified on Exhibit A hereto collectively, (the “Site”);

WHEREAS, Canal owns existing real and personal property, comprised of a steam electric generating facility consisting of Canal Unit 1 and Canal Unit 2 and associated appurtenances with a total capacity of 1,120 megawatts of energy, located on the Site (such existing real and personal property, together with the Site, are hereafter collectively referred to as the “Original Facility”);

WHEREAS, Canal and the Town agree that having an accurate projection of their respective property tax expenses and revenues with respect to the Original Facility is essential to the operation of the Original Facility, provides long-term revenue certainty for the Town, and is in their mutual best interests;

WHEREAS, G.L. c. 59, §38H authorizes the Town to enter into an agreement for a negotiated payment in lieu of taxes imposed on real and personal property;

WHEREAS, Canal and the Town acknowledge that a comprehensive agreement for payments in lieu of taxes under the authority of G.L. c. 59, §38H fixing and maintaining mutually acceptable payments based on reasonable and accurate fair cash values for all real and personal property associated with the Original Facility for seven (7) years commencing with Fiscal Year 2020 is appropriate and serves their respective interests; and

WHEREAS, Canal and the Town have reached this Tax Agreement as a result of good faith negotiations so that Canal’s payments to the Town shall be the equivalent of the property tax obligations which would otherwise be owed to the Town by Canal during the term of this Tax Agreement based on full and fair cash valuation.

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

1. Property to be Taxed. The real and personal property that comprises the Original Facility to be owned or leased by Canal which shall be taxed subject to the terms of this Tax Agreement is described in Exhibit B attached hereto and incorporated herein by reference as the Original Facility. The Original Facility also shall include any material additions, improvements, repairs, replacements, modifications or other changes to the Original Facility which occur after

the execution of this Tax Agreement. This Tax Agreement covers all real and personal property taxes otherwise due for the Original Facility and community preservation act payments, wastewater infrastructure fund payments, and Sandwich water district payments, but does not affect any other payments owed by Canal to the Town, including, but not limited to, vehicle excise taxes and amounts for other services, if any, provided to Canal by the Town.

2. Term. This Tax Agreement shall be effective as of the date first written above (but the obligations of the Parties shall be subject to the satisfaction of the conditions precedent set forth in Section 12 herein) and shall govern the taxation of the Original Facility for seven (7) fiscal years commencing with fiscal year 2020. For the purposes of this Tax Agreement, each fiscal year shall begin on July 1 and shall end on June 30 of the following calendar year. By way of example, fiscal year 2020 means July 1, 2019 - June 30, 2020.

This Tax Agreement may sooner terminate pursuant to Sections 6, 7 or 13. Upon termination, the Town shall assess the Original Facility at its full and fair cash valuation.

3. Value; Tax Agreement Payments. The formula for determining value is set forth in Table A. The Parties agree that the respective payments in lieu of paying any other real or personal property taxes with respect to the Original Facility (“Tax Agreement Payments”) shall be the amounts listed in Table A for each of the fiscal years included in the term of this Tax Agreement. Such amounts shall be paid in installments on a quarterly basis and shall be delivered to William Jennings, Town of Sandwich Tax Collector, Town Hall Annex, 145 Main Street, Sandwich, MA 02563 or his successor. Such amounts shall be paid each year in accordance with the following schedule: 1st quarter due August 1st; 2nd quarter due November

1st; 3rd quarter due February 1st; 4th quarter due May 1st. Should any due date fall on a weekend or holiday, payment shall be due the first business day following such date.

In accordance with the Town’s customary quarterly real estate tax billing procedure, the first and second quarter installments for a fiscal year during the Term of this Agreement shall each be in an amount equal to one-quarter of the Tax Agreement Payments for the preceding fiscal year; the actual installment payments for the aggregate of the third and fourth quarters shall be in an amount equal to the Tax Agreement Payments for that fiscal year less the aggregate amount paid for the first and second quarter installments. For fiscal year 2020, the aggregate of the third and fourth quarter installment payments shall be computed by giving a credit to Canal equal to the aggregate amount of property taxes paid for the first and second quarter installments.

4. Community Preservation Act Payments; Wastewater Infrastructure Fund Payments; Sandwich Water District Payments.

(a) The Parties acknowledge and agree that the payments listed in Table B (the “Community Preservation Act Payments”) constitute the full payment(s) for the respective fiscal year of three percent (3%) for year 1, and two percent (2%) for years 2 through 7 of the respective Tax Agreement Payments that the Town is entitled to receive due to it under the Town bylaws and Massachusetts law relating to community preservation. Such payments shall be paid in equal quarterly installments in accordance with the quarterly schedule set forth in Section 3 herein.

(b) The Parties acknowledge and agree that the payments listed in Table C (the “Wastewater Infrastructure Fund Payments”) constitute the full payment(s) for the respective fiscal year of two percent (2%) of each respective Tax Agreement Payment that the Town is entitled to receive due to it under the Town bylaws and Massachusetts law relating to wastewater infrastructure (including, but not limited to G.L. c. 40, §39M). Such payments shall be paid in equal quarterly installments in accordance with the quarterly schedule set forth in Section 3 herein.

(c) In addition to the Tax Agreement Payments, the Community Preservation Act Payments and the Wastewater Infrastructure Fund Payments provided for herein, Canal shall pay the Sandwich Water District (“Water District”) the payments (the “Sandwich Water District Payments”, and together with the Tax Agreement Payments, the Community Preservation Act Payments, and the Wastewater Infrastructure Fund Payments, the “Town Payments”) listed in Table D. Canal shall pay such Sandwich Water District Payments in equal quarterly installments in accordance with the quarterly schedule set forth in Section 3 herein to the Town for the benefit of the Water District and the Town shall in turn remit such payments to the Water District. The Parties acknowledge and agree that: (i) the Water District is a body politic independent from the Town, established pursuant to St. 1947, c. 280; and, (ii) the Town’s collection and remittance of the payments set forth in Table D to the Water District is in accordance with the procedure set forth in St. 1947, c. 280, as amended.

(d) All Town Payments may be, at the option of Canal, consolidated into one (1) payment.

5. Certifications. Canal shall submit to the Town no later than the March 1 preceding the beginning of each fiscal year covered by this Tax Agreement an annual certification which describes any material reductions, derates, additions, improvements, repairs, replacement, modifications or retirements that have occurred since Canal’s last annual certification, as applicable, in accordance with G.L. c. 59, §29; provided however that Canal shall not be required to submit any such certification in the event it files a Form of List or State Tax Form 2 (or similar filing) with the applicable governmental body for such fiscal year covered by this Tax Agreement. In each annual certification, Canal shall designate a representative who is available to answer any questions that the Town may have regarding the information that was provided in such annual certification.

6. Adjustments. If, during the term of this Tax Agreement, (i) the Original Facility is physically unable to operate for a period of twelve (12) consecutive months, (ii) all or part of the Original Facility is taken out of service permanently, (iii) all or part of the Original Facility is mothballed for a period of at least twelve (12) consecutive months, or (iv) the Rated Capacity increases or decreases by more than 5% (each of the events listed in clauses (i) to (iv), individually, an “Adjustment Event” and collectively, “Adjustment Events”), Canal shall as soon as possible thereafter provide written notice of such Adjustment Event to the Town (“Adjustment Event Notice”).

Within thirty (30) days after the Town’s receipt of an Adjustment Event Notice, either Party may send to the other Party a notice as to whether an upward adjustment or downward adjustment in the Town Payments is warranted, the reasons for the adjustment (which for the avoidance of doubt, shall be solely limited to one or more Adjustment Events), together with sufficient documentation regarding the Adjustment Event to support such Party’s request for an adjustment, and a revised future payment schedule for the Original Facility. The revised Town Payments schedule shall take effect for the next upcoming fiscal year unless within thirty (30) days of receipt of the revised payment schedule one Party sends the other Party notice that it objects to such payment schedule. If a Party objects to such payment schedule, the Town and Canal will then promptly meet to discuss in good faith the requested adjustment and the objection thereto. If, after forty-five (45) days of discussion, the Parties cannot agree as to the adjusted payment amount, the Parties shall resolve the dispute in accordance with Section 22 below. In the event that the dispute resolution process set forth in Section 22 is initiated, the Town shall have a limited right to audit and inspect Canal’s records during the informal negotiation stage of the process. The scope of such audits shall be limited to reviewing information that is reasonably necessary to ascertain the accuracy of the information provided or omitted on Canal’s most recent annual certification or on Canal’s Adjustment Event Notice. Such examinations shall be made upon not less than seven (7) days’ prior notice during normal business hours at the Original Facility and in such manner as to not unreasonably interfere with Canal’s normal business activities. If such records are not kept at the Original Facility, Canal shall deliver (at its sole expense) copies of such records to the office of the Town’s Director of Assessing. Any information provided to the Town as part of an audit shall be treated as confidential. In the event the Town requests documents or information that Canal determines is proprietary, upon request by Canal, the Parties will enter into a commercially reasonable confidentiality agreement in order to limit disclosure of such information. The Parties further agree that notwithstanding the dispute resolution provisions of Section 22 of this Tax Agreement, if the Parties are unable to resolve a dispute under this Section 6 by either informal discussions or mediation, either Party may terminate this Tax Agreement (which election shall be made within thirty (30) days of the discontinuance of mediation). In the event this Tax Agreement is so terminated, the Town shall thereafter tax the Original Facility on an *ad valorem* basis pursuant to G.L. c. 59.

7. Failure to Make Timely Payments; Right to Cure. In accordance with G.L. c. 59, §57, the Town may assess penalties for late payments of Town Payments due under the provisions of this Tax Agreement. The Town expressly reserves all rights available to it respecting the collection of such Town Payments. In the event a payment is not timely received by the Town, the Town shall issue a notice of default to Canal and Canal shall have twenty (20) days from receipt of such notice within which to cure such default. If Canal (or

the Financiers, as hereinafter defined) fails to timely cure the default (after the expiration of all cure periods), at any time thereafter and at its sole option, the Town may declare this Tax Agreement null and void, and the Original Facility shall be taxed on an *ad valorem* basis pursuant to G.L. c. 59. In addition, in the event of the occurrence of a uncured payment default that is not the subject of a good faith dispute, Canal shall pay a late fee of one thousand dollars (\$1,000) per day for each day that any payment under this Tax Agreement is due (after expiration of all cure periods), 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. Canal shall provide the Town written notice of any Financier for the Original Facility. The Town shall provide all Financiers that have been so identified to the Town, written notice of any notice of default issued by the Town under this Tax Agreement. The Town acknowledges and agrees that such Financiers shall have ninety (90) days in addition to any cure period available to Canal to cure a Canal default under this Tax Agreement. The Town agrees that it shall not begin to impose the one thousand dollars (\$1,000) per day penalty against Canal until the expiration of the Financier's ninety (90) day cure period. For purposes of this Section 7, the term "Financier" shall mean any individual or entity providing money or extending credit for the Original Facility to Canal for: (1) development, bridge, term, construction, permanent debt, tax equity or other financing or refinancing of the Original Facility; or (2) working capital or other ordinary business requirements for the Original Facility. "Financier" shall not include common trade creditors of Canal.

8. Mutual Benefits. The Parties acknowledge that this Tax Agreement is the result of good faith negotiations between the Parties and extensive efforts to determine the fair cash value of the Original Facility and is fair and beneficial to them because it resolves all issues regarding taxation of the Original Facility, avoiding substantial litigation cost and uncertainty. The Town acknowledges that this Tax Agreement is beneficial to it because it will result in steady, predictable, and reasonable Town Payments from the Original Facility. Canal acknowledges that this Tax Agreement is beneficial to it because it provides predictability and certainty with respect to taxation of the Original Facility.

9. Abatement. For so long as this Tax Agreement remains in effect, Canal 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. Canal may only challenge valuation adjustments on a forward basis pursuant to Section 6 of this Agreement; i.e. should Canal fail to make a timely request for a reopener pursuant to Section 6, its right to challenge a valuation adjustment for that fiscal year is permanently and irrevocably waived.

10. No Precedent. This Tax Agreement is entered into in good faith to resolve future disputes and to achieve predictability and economic stability for both Parties by establishing a schedule of Town Payments based on reasonable, accurate, and reliable fair cash values for the Original Facility. Accordingly, Canal and the Town agree that neither Party shall seek to use the Town Payments agreed to under this Tax Agreement in any future proceedings regarding the value of the Original Facility in the Town or in any other proceeding regarding the value of any other Canal property.

11. Advice of Counsel. The Parties have entered into this Tax Agreement only after full and due consideration thereof and with the advice of their counsel and of their independent consultants.

12. Conditions Precedent. The obligations of the Parties under this Tax Agreement are conditioned on (i) approval of this Tax Agreement by the Town acting by Town Meeting, and (ii) the Town promptly submitting this Tax Agreement to the Massachusetts Department of Revenue (“DOR”). In the event that DOR objects to this Tax Agreement, this Tax Agreement shall become null and void and of no further effect unless otherwise agreed to by the Parties in writing.

13. Change in Law.

(a) Canal and the Town hereby stipulate and agree that no portion of this Tax Agreement shall be enforceable, and this Tax Agreement shall terminate if a court of competent jurisdiction or a Massachusetts state agency has determined or declared any material portion of this Tax Agreement to be illegal, void, or unenforceable and such determination or declaration is not subject to further appeal by either Party.

(b) Canal and the Town hereby stipulate and agree that no portion of this Tax Agreement shall be enforceable, and this Tax Agreement shall terminate if the Massachusetts General Court abolishes an *ad valorem* tax on property used for the production of electricity.

(c) In the event that the Massachusetts General Court enacts another means of taxation or assessment in addition to *ad valorem* taxation applicable to the Original Facility during the term of the Tax Agreement, the Town Payments due under this Tax Agreement shall be reduced each year by the amount of such taxes or assessments actually paid by Canal.

14. Renegotiation Obligations. Canal and the Town agree that in the event this Tax Agreement terminates pursuant to the provisions of Section 13 of this Tax Agreement, and that such event does not occur through the direct fault of either Party, that the Parties will in good faith attempt to negotiate a new agreement which will seek to accomplish and implement the objectives and purposes of this Tax Agreement for the same term as is addressed by this Tax Agreement.

15. Canal’s Representations and Warranties. Canal hereby makes the following representations and warranties to the Town:

(a) Canal is a limited liability company, validly existing and in good standing under the laws of the State of Delaware and has the full power and authority to carry on its business as it is now being conducted.

(b) This Tax Agreement constitutes the legal, valid and binding obligation of Canal enforceable in accordance with its terms, except to the extent that the enforceability may be limited by applicable bankruptcy, insolvency or other laws affecting other enforcement of creditors’ rights generally or by general equitable principles. Canal has taken

all necessary action to authorize and approve the execution and delivery of this Tax Agreement.

(c) To the best of Canal's knowledge, none of the documents or information furnished by or on behalf of Canal to the Town in connection with negotiation and execution of this Tax 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 Tax Agreement on behalf of Canal has the full power and authority to bind it to each and every provision of this Tax Agreement.

16. Town's Representations and Warranties. The Town hereby makes the following representations and warranties to Canal:

(a) The Town is a municipal corporation and body politic of the Commonwealth of Massachusetts.

(b) Subject to satisfaction of the conditions precedent in Section 12, this Tax Agreement constitutes the legal, valid and binding obligation of the Town enforceable in accordance with its terms. The Town will take all necessary action to authorize and approve the execution and delivery of this Tax Agreement.

(c) The person executing this Tax Agreement on behalf of the Town has the full power and authority to bind it to each and every provision of this Tax Agreement.

17. Notices. All notices, demands, requests, consents or other communications required or permitted to be given or made under this Tax Agreement shall be in writing and addressed to the following:

If to the Town:

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

with a copy to:

Jeffrey M. Bernstein,
Esq. BCK Law, P.C.
271 Waverley Oaks Road, Suite 203
Waltham, MA 02452

If to Canal:

Canal Generating LLC
500 Waters Edge Ln.
Suite 320
Lombard, IL 60148
Attn: Christopher Fanella

with a copy to:

Canal Generating LLC
500 Waters Edge Ln.
Suite 320
Lombard, IL 60148
Attn: Scott Kerrigan

with a copy to:

Stonepeak Partners
55 Hudson Yards
550 W. 34th St. Floor 48
New York, NY 10001
Attn: Saira Khan

Notices hereunder shall be deemed properly served: (a) by hand delivery, on the day and at the time on which delivered to the intended recipient at the address set forth in this Tax Agreement; (b) 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 Tax Agreement; or (c) 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 Tax 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 by giving notice thereof in the manner required herein.

18. Entire and Complete Agreement; Binding Effect. This Tax Agreement, along with the Exhibit(s) attached (or to be attached) hereto, constitutes the entire and complete agreement of the Parties with respect to the subject matter hereof, 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. This Tax Agreement shall bind and inure to the benefit of the Parties to this Tax Agreement and any successor or assignee acquiring an interest hereunder.

19. Survival. Termination of this Tax Agreement for any reason shall not relieve Canal of any obligation accrued or accruing prior to such termination, including, but not limited to, the obligations to make payments due on or before such termination as set forth in Sections 6 and 7.

20. Other Documents. Each Party promises and agrees to execute and deliver any instruments and to perform any acts which may be necessary or reasonably requested by the other Party in order to give full effect to this Tax Agreement.

21. Governing Law. This Tax Agreement and the rights and duties of the Parties hereunder shall be governed by and shall be construed, enforced and performed in accordance with the laws of the Commonwealth of Massachusetts without regard to principles of conflicts of law.

22. Dispute Resolution. Unless otherwise expressly provided for in this Tax Agreement, the dispute resolution procedures of this Section shall be the exclusive mechanism to resolve disputes arising under this Tax Agreement between the Town and Canal. The Town and Canal agree to use their respective best efforts to resolve any dispute(s) that may arise regarding this Tax Agreement.

Any dispute that arises under or with respect to this Tax Agreement that cannot be resolved in the daily management and implementation of this Tax Agreement shall in the first instance be the subject of informal negotiations between a member (or designee or representative) of senior management of Canal and the Town Manager, as the case may be, who shall use their respective best efforts to resolve such dispute. The period for informal negotiations shall not exceed thirty (30) days from the time the dispute arises, unless it is modified by written agreement of the Parties involved in the dispute. The dispute shall be considered to have arisen when one Party sends the other Party a written notice of dispute.

In the event that the Parties cannot resolve a dispute by informal negotiations under the preceding paragraph of this Section, the Parties agree to submit the dispute to mediation. Within fourteen (14) days following the expiration of the time period for informal negotiations, the Parties 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 the American Arbitration Association to appoint a mediator. The period for mediation shall commence upon the appointment of the mediator and shall not exceed sixty (60) days, unless such time period is modified by written agreement of the Parties. The decision to continue mediation shall be in the sole discretion of each Party. 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, either Party shall be entitled to seek judicial enforcement of this Tax Agreement. The venue for judicial enforcement of this Tax Agreement shall be any state or federal court of competent jurisdiction in Massachusetts. Notwithstanding the foregoing, injunctive relief may be sought without resorting to alternative dispute resolution to prevent irreparable harm that would be caused by a breach of this Tax Agreement. In any such judicial action, 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.

23. Confidentiality. The Parties understand that the Town is subject to, among other laws, the Massachusetts Public Records Act, G.L. c. 66, §10 and G.L. c. 4, §7, cl. 26, pursuant to which all documents and records made or received by the Town shall, absent an exemption or law to the contrary (including without limitation the confidentiality provisions of G.L. c. 59, §52B), constitute a public record subject to disclosure. To the extent not inconsistent with the Town’s duty set forth in the preceding sentence, if either Party or its representatives provides to the other Party or its representatives confidential information, including business plans, strategies, financial information, proprietary, patented, licensed, copyrighted or trademarked information, and/or technical information regarding the design, operation and maintenance of the Original Facility, or of a Party’s business (“Confidential Information”), the receiving Party shall protect the Confidential Information from disclosure to third parties with the same degree of care accorded its own confidential and proprietary information, but in any event not less than, as required by G.L. c. 59, §52B, and with a commercially reasonable degree of care, and refrain from using such Confidential Information except in the negotiation and performance of this Tax Agreement.

Notwithstanding any other provision herein, neither Party shall be required to hold confidential any information that: (i) becomes publicly available other than through the receiving Party; (ii) is required to be disclosed by a governmental authority, under all applicable laws or pursuant to a validly issued subpoena, but a receiving Party subject to any such requirement shall promptly notify the disclosing Party of such requirement; (iii) is independently developed by the receiving Party; or (iv) becomes available to the receiving Party without restriction from a third party under no obligation of confidentiality.

24. Amendments. This Tax Agreement may only be amended or modified by a written amendment to this Tax Agreement signed by both Parties hereto.

25. Severability. If any section, phrase or portion of the Tax Agreement is, for any reason, held or adjudged to be invalid, illegal or unenforceable by any court of competent jurisdiction, such section, phrase, or portion so adjudged will be deemed separate, severable and independent and the remainder of the Tax Agreement will be and remain in full force and effect and will not be invalidated or rendered illegal or unenforceable or otherwise affected by

such adjudication, provided the basic purpose of the Tax Agreement and the benefits to the Parties are not substantially impaired.

26. Headings and Captions. The headings and captions appearing in this Tax Agreement are intended for reference only, and are not to be considered in construing the Tax Agreement.

27. Counterparts; Scanned Copies. This Tax Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument. The Parties agree that a scanned or electronically reproduced copy or image of this Tax Agreement bearing the signatures of the Parties hereto shall be deemed an original and may be introduced or submitted in any action or proceeding as competent evidence of the execution, terms and existence of this Tax Agreement notwithstanding the failure or inability to produce or tender an original, executed counterpart of this Tax Agreement and without the requirement that the unavailability of such original, executed counterpart of this Tax Agreement first be proven.

28. 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 Tax 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 Tax Agreement shall only be effective if made in writing and signed by the Party who is making such waiver.

29. Joint Work-product. This Tax Agreement shall be considered the work-product of both Parties hereto, and, therefore, no rule of strict construction shall be applied against either Party.

30. Successors and Assigns. This Tax Agreement shall be binding upon Canal, the Town and each of their affiliates, parents, successors and permitted assigns and inure to the benefit of and be enforceable by Canal, the Town and each of their affiliates, parents, successors and permitted assigns.

31. No Joint Venture. Nothing herein contained shall be deemed to constitute either Party a partner, agent or legal representative of the other Party or to create a joint venture, partnership, agency or any relationship between the Parties. The obligations of the Parties are individual and not collective in nature.

32. Further Assurances. From time to time and at any time at and after the execution of the Tax Agreement, each Party shall execute, acknowledge and deliver such documents and assurances, reasonably requested by the other and shall take any other action consistent with the terms of this Tax Agreement that may be reasonably requested by the other for the purpose of effecting or confirming any of the transactions contemplated by this Tax Agreement.

33. Good Faith. All rights, duties and obligations established by this Tax Agreement shall be exercised in good faith and in a commercially reasonable manner.

34. No Limitation of Regulatory Authority. The Parties acknowledge that nothing in this Tax Agreement shall be deemed to be an agreement by the Town to issue or cause the issuance of any permit or approval, or to limit or otherwise affect the ability of the Town or the Commonwealth of Massachusetts to fulfill its regulatory mandate or execute its regulatory powers consistent with all applicable laws.

Executed under seal as of the date first above-written.

TOWN OF SANDWICH

By: George H. Dunham
Name: George H. Dunham
Title: Town Manager

CANAL GENERATING LLC

By: Christopher Fanella
Name: Christopher Fanella
Title: Officer

EXHIBIT A

87-032	Sandwich	1 Freezer Rd.	Real
86-013	Sandwich	1 Route 6A	Real
86-014	Sandwich	1 Tupper Road	Real
86-015	Sandwich	0 Route 6A	Real
86-018	Sandwich	0 Tupper Road	Real
86-019	Sandwich	0 Tupper Road	Real
87-012	Sandwich	51 Tupper Road	Real
91-001	Sandwich	0 Freezer Road	Real
91-002	Sandwich	0 Tupper Road	Real
91-003	Sandwich	0 Tupper Road	Real
92-002	Sandwich	9 Freezer Rd	Real
93-008	Sandwich	2 Coast Guard Rd	Real
93-009	Sandwich	0 Town Neck Rd	Real
93-011-001	Sandwich	0 Town Neck Rd	Real
93-158	Sandwich	0 Coast Guard Rd	Real

EXHIBIT B

All real estate and personal property identified on the following tax accounts, together with any material additions, improvements, repairs, replacements and modifications:

Parcel #	Juris	Address	Type
87-C-39A	Sandwich	9 Freezer Rd	Personal
87-C-39B	Sandwich	9 Freezer Rd	Personal
87-032	Sandwich	1 Freezer Rd	Real
86-013	Sandwich	1 Route 6A	Real
86-014	Sandwich	1 Tupper Road	Real
86-015	Sandwich	0 Route 6A	Real
86-016	Sandwich	0 Tupper Road	Real
86-018	Sandwich	0 Tupper Road	Real
86-019	Sandwich	0 Tupper Road	Real
87-012	Sandwich	51 Tupper Road	Real
91-001	Sandwich	0 Freezer Road	Real
91-002	Sandwich	0 Tupper Road	Real
91-003	Sandwich	0 Tupper Road	Real
92-002	Sandwich	9 Freezer Rd	Real
93-008	Sandwich	2 Coast Guard Rd	Real
93-009	Sandwich	0 Town Neck Rd	Real
93-011-001	Sandwich	0 Town Neck Rd	Real
93-158	Sandwich	0 Coast Guard Rd	Real

It is the intent of the Parties that this Tax Agreement include all real estate and personal property accounts for all property owned by Canal in the Town and comprising of Canal Unit 1 and Canal Unit 2. If it is determined after the date of this Tax Agreement that any such property has been omitted from this Exhibit, the Parties agree to amend this Exhibit B to include such property.

TABLE A

Town Tax Payments

Fiscal Year	PILOT - Town
2020	\$ 1,366,500
2021	\$ 1,264,000
2022	\$ 1,169,200
2023	\$ 1,081,500
2024	\$ 1,000,400
2025	\$ 925,400
2026	\$ 856,000
Total	\$ 7,663,000

Tax Agreement is in adherence to Massachusetts Department of Revenue/Bureau of Local Assessment Informational Guideline Release (IGR) 17-26, Valuation and Taxation of Electric Generating Facilities, as cited in IRG 19-08, Guidelines for Development of a Minimum Reassessment Program, Revised April 2019; under Utility Account Valuation (page 15)

TABLE B

Community Preservation Act (CPA) - Payments

Fiscal Year	PILOT – CPA
2020	\$ 40,995
2021	\$ 25,280
2022	\$ 23,384
2023	\$ 21,630
2024	\$ 20,008
2025	\$ 18,508
2026	\$ 17,120

TABLE C

Wastewater Infrastructure Fund (WIF) – Payments

Fiscal Year	PILOT – CPA
2020	\$ 0
2021	\$ 25,280
2022	\$ 23,384
2023	\$ 21,630
2024	\$ 20,008
2025	\$ 18,508
2026	\$ 17,120

TABLE D

Sandwich Water District (SWD) Tax Payments

Fiscal Year	PILOT – SWD
2020	\$ 59,600
2021	\$ 55,100
2022	\$ 51,000
2023	\$ 47,200
2024	\$ 43,600
2025	\$ 40,400
2026	\$ 37,300

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 Adjourn to Fixed	Yes	No	No	Majority	No	No
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