

**ABSTRACT OF THE ANNUAL TOWN MEETING  
ANNUAL TOWN MEETING  
HELD MONDAY, APRIL 4, 2005, 7:00 P.M.  
ACTON-BOXBOROUGH REGIONAL HIGH SCHOOL AUDITORIUM**

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ABSTRACT ANNUAL TOWN MEETING APRIL 4, 2005

\* Article is on Consent Calendar

# Article submitted by Citizen Petition

**Legend**

One or more of the following symbols may follow an Article number:

<b><u>Symbol</u></b>	<b><u>Description</u></b>
*	This article is on the Consent Calendar
#	This article submitted by Citizen Petition

**ABSTRACT OF THE ANNUAL TOWN MEETING  
HELD MONDAY, APRIL 4, 2005, 7:00 P.M.  
WITH ADJOURNED SESSIONS HELD APRIL 5, 2005  
ACTON-BOXBOROUGH REGIONAL HIGH SCHOOL AUDITORIUM**

Number of Registered voters attending Town Meeting

**APRIL 4, 2005 - 945**

**APRIL 5, 2005 - 294**

The Moderator, Mr. McKenzie, called the meeting to order on Monday April 4, 2005, at 7:03 PM. He introduced Reverend Beverly Weinhold of Acton Congregational Church. Rev. Weinhold gave the invocation.

Mr. MacKenzie introduced William Ryan, Superintendent of Schools who then presented the Academic Decathlon Team with a Certificate of Recognition.

Mr. MacKenzie then introduced William Ryan, Superintendent of Schools, who presented the Acton-Boxborough Regional High School Football Team with a Certificate of Recognition.

Mr. MacKenzie introduced Mr. James Coleman, the Moderator for the Town of Maynard.

Mr. Mackenzie introduced Mr. F. Dore' Hunter, chairman of the Board of Selectmen. Mr. Hunter introduced Eva K. Bowen - Town Clerk, Stephen Anderson - Town Council, Don Johnson – Town Manager, Peter Ashton, Robert Johnson, Walter Foster, members of the Board of Selectmen. Mr. Hunter then introduced William (Trey) Shupert, who is stepping down as a member of the Board of Selectmen. He recognized and thanked Mr. Shupert for the many years of service to the Town of Acton.

Town Manager, Don Johnson introduced the Assistant Town Manager John Murray, IT Director Mark Hald, Finance Director, Stephen Barrett, and Assistant Finance Director, Karen Kucala.

The Moderator introduced Jonathan Chinitz, the Chairman of the Finance Committee. Mr. Chinitz introduced then members, John Ryder, Robert Evans Rheta Roeber, Herman Kabakoff, David Stone, Patricia Easterly, Patricia Clifford, and Gim Hom.

Mr. MacKenzie informed town meeting that they would be voting on the motions that are read, not the articles as written in the warrant. He then explained some basic rules and protocols of the town meeting as found on page 78 of the warrant.

Mr. MacKenzie explained how the CONSENT CALENDAR is voted and proceeded to read the articles on the Consent Calendar:

**CONSENT CALENDAR ARTICLES**

**MOTION:** Mr. Hunter moves that the Town take up the twenty articles in the Consent Calendar on pages 14 through 16 of the Warrant with the exception that the listed motion for Article 7 should read FY06 instead of FY05:

Articles 3, 5, 6, 7, 8, 9, 10, 11, 12, 19, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35

**CONSENT MOTION MINUS ARTICLE 11, 27 AND 28, CARRIES UNANIMOUSLY**

**ARTICLE 1 CHOOSE TOWN OFFICERS**

(Majority vote)

To choose all necessary Town Officers and Committees and to fix the salaries and compensation of all the elective officers of the Town as follows:

Moderator	\$ 20.00 per Town Meeting session
Board of Selectmen, Chairman	\$750.00 per year
Board of Selectmen, Member	\$650.00 per year

, or take any other action relative thereto.

**MOTION:** Mr. Hunter moves that the Town fix the compensation for elected officers as shown in the Article.

Cornelia O. Huber, Trustee of the Elizabeth White Fund, nominates Andrea S. Miller, 30 Taylor Road, for the position of Trustee of the Elizabeth White Fund, term to expire 2008.

**MOTION CARRIES UNANIMOUSLY**

Sally Moore, Trustee of the Charlotte Goodnow Fund, nominates Becky Rockwell-Bent, 20 Cowdrey Lane, for the position of Trustee of the Charlotte Goodnow Fund, term to expire 2008.

**MOTION CARRIES UNANIMOUSLY**

Sally Moore, Trustee of the Charlotte Goodnow Fund, nominates Alice P. Miller, 22 Silver Hill Road, for the position of Trustee of the Charlotte Goodnow Fund, term to expire 2008.

**MOTION CARRIES UNANIMOUSLY**

Virginia A. Rhude, Trustee of the West Acton Citizens' Library, nominates Robert L. Loomis, 56 Alcott Street, for the position of Trustee of the West Acton Citizens' Library, term to expire 2008.

**MOTION CARRIES UNANIMOUSLY**

Edward M. Bennett, Trustee of the Fireman's Relief Fund of West Acton, nominates Malcolm S. MacGregor, 72 Robbins Street, for the position of Trustee of the Fireman's Relief Fund of West Acton, term to expire 2008.

**MOTION CARRIES UNANIMOUSLY**

James D. Young, Trustee of the Fireman's Relief Fund of Acton, nominates William A. Klauer, 70 Piper Road, for the position of Trustee of the Fireman's Relief Fund of Acton, term to expire 2008.

**MOTION CARRIES UNANIMOUSLY**

**ARTICLE 2 HEAR AND ACCEPT REPORTS**

(Majority vote)

To see if the Town will accept reports and hear and act upon the report of any committee chosen at any previous Town Meeting that has not already reported, or take any other action relative thereto.

**MOTION:** Mr. Hunter moves that the Town accepts the reports of the various Town Officers and Boards as set forth in the 2004 Town Report, the Giving Supplement, The 2003-2004 Annual Report of Minuteman Regional School District and that the Moderator calls for any other reports.

**MOTION CARRIES UNANIMOUSLY**

**ARTICLE 3 \*                    COUNCIL ON AGING VAN ENTERPRISE BUDGET**  
(Majority vote)

To see if the Town will raise and appropriate, or appropriate from available funds a sum of money to operate the Senior Van Service, in accordance with Massachusetts General Law, Chapter 44, Section 53 F<sup>1</sup>/<sub>2</sub>, Enterprise Fund Law, or take any other action relative thereto.

**MOTION:** **Mr. Foster** moves that the Town appropriate \$77,372 for the purpose of operating the Town of Acton Senior and Disabled Citizens Van service, and to raise such amount,  
                  \$43,100 be raised from department receipts,  
                  \$16,000 be transferred from the Audubon Hill Gift Account and  
                  \$18,272 be transferred from retained earnings.

**CONSENT MOTION CARRIES UNANIMOUSLY**

**ARTICLE 4                    NURSING ENTERPRISE BUDGET**  
(Majority vote)

To see if the Town will raise and appropriate, or appropriate from available funds a sum of money to provide Public Health and Visiting Nurse Services, in accordance with Massachusetts General Law, Chapter 44, Section 53F<sup>1</sup>/<sub>2</sub>, Enterprise Fund Law, or take any other action relative thereto.

**MOTION:** **Mr. Foster** moves that the Town appropriate \$599,180 for the purpose of operating the Public Health Nursing Service, and to raise such amount,  
                  \$533,000 be raised from department receipts and  
                  \$ 66,180 be transferred from retained earnings.

**MOTION CARRIES UNANIMOUSLY**

**ARTICLE 5 \*                    SEPTAGE DISPOSAL ENTERPRISE BUDGET**  
(Majority vote)

To see if the Town will raise and appropriate, or appropriate from available funds a sum of money for the purpose of septage disposal, in accordance with Massachusetts General Law, Chapter 44, Section 53F<sup>1</sup>/<sub>2</sub>, Enterprise Fund Law, or take any other action relative thereto.

**MOTION:** **Mr. Shupert** moves that the Town appropriate \$127,117 for the purpose of septage disposal, and to raise such amount,  
                  \$79,000 be raised from department receipts and  
                  \$48,117 be transferred from retained earnings.

**CONSENT MOTION CARRIES UNANIMOUSLY**

**ARTICLE 6 \* SEWER ENTERPRISE BUDGET**

(Majority vote)

To see if the Town will raise and appropriate, or appropriate from available funds a sum of money for the purpose of operating and maintaining a sewer collection and treatment facility, in accordance with Massachusetts General Law, Chapter 44, Section 53F½, Enterprise Fund Law, or take any other action relative thereto.

**MOTION:** Mr. Shupert moves that the Town appropriate \$1,499,836 for the purpose of operating the sewer system, and to raise such amount,

\$1,320,000 be raised from department receipts and

\$ 179,836 from retained earnings.

**CONSENT MOTION CARRIES UNANIMOUSLY**

**ARTICLE 7 \* SECTION 53E½ SELF-FUNDING PROGRAMS**

(Majority vote)

To see if the Town will vote, pursuant to Massachusetts General Law, Chapter 44, Section 53E½ to continue revolving funds for the Local School System, to be expended by the Superintendent of Schools; and for the Historic District Commission, Building Department, Sealer of Weights and Measures, Health Inspectional Services, Ambulance Fees and Fire Department Fire Alarm Network, to be expended by the Town Manager, as noted below:

Fund	FY06 Estimated Revenue	FY06 Authorized Expenditure
<b>School Department</b>		
Douglas at Dawn/Dusk	<b>\$140,000</b>	<b>\$140,000</b>
Merriam Mornings/Afternoons/Summer	<b>\$175,000</b>	<b>\$175,000</b>
Gates Amazing Programs	<b>\$40,000</b>	<b>\$40,000</b>
<b>Historic District Commission</b>	<b>\$600</b>	<b>\$600</b>
<b>Building Department</b>	<b>\$161,222</b>	<b>\$161,222</b>
Includes fees for Microfilming, Electrical Permits, Plumbing Permits, Gas Permits, Sign Licenses and Periodic Inspection Fees		
<b>Sealer of Weights and Measures</b>	<b>\$11,000</b>	<b>\$11,451</b>
<b>Health Department</b>		
Food Service Inspections	<b>\$25,189</b>	<b>\$25,189</b>
Hazardous Materials Inspections	<b>\$42,934</b>	<b>\$42,934</b>
<b>Fire Department</b>		
Fire Alarm Network	<b>\$50,508</b>	<b>\$50,508</b>
Ambulance Fees ♦	<b>\$250,000</b>	<b>\$25,000</b>

, or take any other action relative thereto.

**MOTION:** **Mr. Johnson** moves that the revolving funds for the Local School System, Historic District Commission, Building Department, Sealer of Weights and Measures, Health Department, and Fire Department be continued for FY06 in the amounts and for the purposes set forth in the expense column of this Article.

**CONSENT MOTION CARRIES UNANIMOUSLY**

**ARTICLE 8 \*            CHAPTER 90 HIGHWAY REIMBURSEMENT PROGRAM**  
(Majority vote)

To see if the Town will vote to raise and appropriate, or appropriate from available funds, a sum of money for highway improvements under the authority of Massachusetts General Law, Chapter 90, and any other applicable laws, or take any other action relative thereto.

**MOTION:** **Mr. Johnson** moves that the Town Manager is authorized to accept Highway funds from all sources and such funds are hereby appropriated for highway purposes.

**CONSENT MOTION CARRIES UNANIMOUSLY**

**ARTICLE 9 \*            INSURANCE PROCEEDS**  
(Majority vote)

To see if the Town will vote to appropriate the proceeds of any insurance policy reimbursement of costs incurred as a result of any covered loss during FY06, or take any other action relative thereto.

**MOTION:** **Mr. Hunter** moves that the Town Manager is authorized to accept insurance proceeds from all sources and such funds are hereby appropriated.

**CONSENT MOTION CARRIES UNANIMOUSLY**

**ARTICLE 10 \*            FEDERAL AND STATE REIMBURSEMENT AID**  
(Majority vote)

To see if the Town will vote to appropriate any Federal Government and State Government reimbursement for costs incurred as a result of any declared emergencies or other occurrence during fiscal year 2006, or take any other action relative thereto.

**MOTION:** **Mr. Hunter** moves that the Town Manager is authorized to accept federal and state reimbursement funds from all sources and such funds are hereby appropriated for the purposes outlined by such reimbursement.

**CONSENT MOTION CARRIES UNANIMOUSLY**

**ARTICLE 11 \*      SALE OF FORECLOSED PROPERTIES**

(Majority vote)

To see if the Town will vote to authorize the Board of Selectmen to dispose of foreclosed properties acquired by the Town for nonpayment of taxes in accordance with the provisions of Massachusetts General Laws, or take any other action relative thereto.

**MOTION:** Mr. Ashton moves in the words of the Article.

HELD FROM CONSENT

**MOTION CARRIES**

**ARTICLE 12 \*      ELDERLY TAX RELIEF  
REAUTHORIZE CHAPTER 73 OF THE ACTS OF 1986**

(Majority vote)

To see if the Town will vote to continue to accept the provisions of Chapter 73 of the Acts of 1986, as amended by Chapter 126 of the Acts of 1988, providing for a 100% increase in certain property tax exemptions, or take any other action relative thereto.

**MOTION:** Mr. Ashton moves that the Town continue to accept the provisions of Chapter 73 of the Acts of 1986, as amended by Chapter 126 of the Acts of 1988, providing for a 100% increase in certain property tax exemptions.

**CONSENT MOTION CARRIES UNANIMOUSLY**

**ARTICLE 13      HOME RULE PETITION  
AUTHORIZATION TO GRANT SENIOR PROPERTY TAX RELIEF**

(Majority vote)

To see if the Town will petition the General Court to adopt a home rule act authorizing Senior Tax Relief in the Town of Acton in substantially the form set forth below:

Be it enacted by the Senate and House of Representatives in General Court assembled, and by the authority of the same, as follows:

**SECTION 1.** For purposes of local real estate taxation in the Town of Acton under chapter fifty-nine of the General Laws, the term "Class one A, Senior Primary Residence" shall mean property used or held for human habitation containing one or more dwelling units designed and used for living, sleeping, cooking and eating on a non-transient basis, including without limitation a single family residence, condominium, multi-family home of not more than 2 units, or bed and breakfast home with no more than three rooms for rent.. Such property includes accessory land, buildings or improvements incidental to such habitation and used exclusively by the residents of the property or their guests. Such property shall include a dwelling unit owned and occupied by an individual taxpayer or by joint married taxpayers as the principal residence and domicile of the taxpayer(s) for income tax purposes; the individual taxpayer or one or both of the joint married taxpayers shall be recipients of Social Security retirement benefits or a government pension; such benefits must represent at least seventy-five percent of the total income derived by the individual taxpayer or joint married taxpayers from all sources; and the total assets held by the individual taxpayer or joint married taxpayers shall be limited to \$150,000 not including the value of said primary residence.

**SECTION 2.** Notwithstanding any other provisions of law, including General Laws chapters fifty-nine and sixty, the Board of Selectmen of the Town of Acton may establish a program to allow an annual exemption from local property tax on a Class one A, Senior Primary Residence, equal to the difference between the full amount of property tax due and an amount of tax being equal to the previous year's tax bill indexed by the rate of increase granted by the Social Security Administration, the "Senior Adjusted Tax", provided that the sum of all exclusions granted by the town under this section for any tax year shall not exceed more than twenty-five per cent of the assessed value of all Class One, residential, parcels within such the town. This exemption shall be in addition to any exemptions allowable under section five of chapter fifty-nine; provided, however, that in no instance shall the taxable valuation of such property after all applicable exemptions be reduced below fifty per cent of its full and fair cash valuation, except through the applicability of section eight A of chapter fifty-eight and of clause eighteenth of section five of chapter fifty-nine. Where, under the provisions of section five of chapter fifty-nine, the exemption is based upon an amount of tax rather than on valuation, the reduction of taxable valuation for purposes of the preceding sentence shall be computed by dividing the said amount of tax by the residential class tax rate of the town and multiplying the result by one thousand dollars. Under said program, the total amount of the exemptions granted may be shifted by the Board of Selectmen during the Annual Classification Hearing to any single class or multiple classes of property, within said town, provided that the percentage of tax levy imposed on any single class of property shall not exceed 1.75 times the amount imposed under full and fair cash valuation of all taxable property. For purposes of this paragraph, "parcel" shall mean a unit of real property as defined by the assessors in accordance with the deed for such property and shall include a condominium unit and ownership shall be defined by the deed for such property.

**SECTION 3.** This act shall take effect upon its passage.

Or to take any other action relative thereto.

**MOTION:** Mr. Ashton moves that the Town authorize the Board of Selectmen to petition the General Court to enact a special law authorizing the Town to grant senior citizen property tax relief in substantially the form set forth in the Article.

**MOTION CARRIES**

**ARTICLE 14            BUDGET TRANSFER**  
(Majority vote)

To see if the Town will vote to appropriate from available funds a sum money or take any other action relative thereto.

**MOTION:** Mr. Hunter moves that the Town take no action.

**MOTION CARRIES**

**ARTICLE 15 TOWN OPERATING BUDGET**

(Majority vote)

To see if the Town will raise and appropriate, or appropriate from available funds, a sum of money to defray the necessary expenses of the departments, offices and boards of the Town, exclusive of the school budgets, or take any other action relative thereto.

**MOTION:** Mr. Hunter moves that the Town appropriate \$21,713,435, to be expended by the Town Manager, for the purpose of funding the Municipal Budget for the period July 1, 2005 to June 30, 2006, and to raise such amount,

\$21,644,000 be raised and appropriated,

\$ 69,435 be transferred from Cemetery Trust funds for Cemetery use,

And that the Town Manager be authorized to sell, trade or dispose of vehicles and equipment being replaced and to expend any proceeds received.

**MOTION CARRIES UNANIMOUSLY**

**RESOLUTION**

Mr. Allen Nitschelm moves to adopt the following resolution

**A RESOLUTION OF THE TOWN OF ACTON RELATED TO INCREASING THE ANNUAL BUDGETED AMOUNTS OF CAPITAL EXPENDITURES, REPAIRS, AND MAINTENANCE**

(Majority vote)

**Whereas**, there is general agreement that funds for capital expenditures, maintenance, and repairs have been deferred for too long, and

**Whereas**, lists of needed expenditures of the highest priority were prepared by the Selectmen and the Acton School Committee prior to this Town Meeting, and

**Whereas**, the taxpayers of Acton believe that funds for capital improvements, maintenance, and repairs should be routinely included in yearly budgets, and

**Whereas**, the taxpayers of Acton have recently approved a significant increase in their property taxes, and

**Whereas**, the taxpayers wish to earmark a greater percentage of this increase towards capital improvements, maintenance, and repairs than has been suggested by the proposed budgets;

**NOW, THEREFORE, BE IT RESOLVED THAT:**

1. The municipal and school budgets increase spending for capital expenditures, repair, and maintenance (CRM) in their proposed budgets for FY2006 by a total amount equal to or greater than \$600,000.

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2. This higher level of budgeting for capital expenditures, maintenance, and repairs be maintained or increased in subsequent years.
3. Should there be money left over in the CRM accounts at the end of any given fiscal year, then the amounts budgeted for CRM in the next fiscal year be increased by the unspent amounts.
4. The actions taken by the various town boards and committees to meet the goals of this Resolution for FY2006 shall be made available to the public (via the town's website, printed in the newspaper, or discussed at the next Town Meeting) prior to the close of this fiscal year.

**RESOLUTION IS LOST**

**ARTICLE 16 NESWC ENTERPRISE BUDGET**

(Majority vote)

To see if the Town will raise and appropriate, or appropriate from available funds a sum of money for the purpose of solid waste disposal in accordance with Massachusetts General Law, Chapter 44, Section 53F½, Enterprise Fund Law, or take any other action relative thereto.

**MOTION:** Mr. Johnson moves that the Town appropriate \$1,013,306, to be expended by the Town Manager, for the purpose of solid waste disposal, and to raise such amount,  
 \$460,000 be raised from department receipts and  
 \$553,306 be transferred from retained earnings.

**MOTION CARRIES UNANIMOUSLY**

**ARTICLE 17 COMMUNITY PRESERVATION PROGRAM**

(Majority vote)

**DIRECT APPROPRIATIONS FROM FUND BALANCE**

To see if the Town will vote to appropriate or to set aside for later appropriation, and to authorize the Board of Selectmen and the Town Manager to expend or set aside, from the FY 2004 Community Preservation Fund balance as set forth herein, the following amounts for community preservation purposes with each item considered a separate appropriation:

<b>FY 2004 COMMUNITY PRESERVATION FUND BALANCE</b>	
Community Preservation Fund Surcharge Collected in FY 2004	\$ 539,863.00
State Community Preservation Trust Fund Receipt, October 2004	\$ 534,467.00
Interest Earned FY 2004	\$ 4,155.00
Unencumbered funds from FY 2003 Fund Balance	\$ 70,972.71
<b>Total - FY 2004 Community Preservation Fund Balance</b>	<b>\$1,149,457.71</b>
<b>APPROPRIATIONS</b>	
<b>Purpose</b>	<b>Recommended Amounts</b>
<b>Set Aside Appropriation – Open Space</b>	
A. Acquisition, creation, and preservation of Open Space, and its rehabilitation and restoration	\$ 300,000.00

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<b>Spending Appropriations</b>	
<b>B.</b> Design and Construction of a Recreational Area at McCarthy Village	\$ 20,000.00
<b>C.</b> Community Housing Program Fund - Creation, Preservation, and Support of Community Housing in the Town of Acton	\$ 160,000.00
<b>D.</b> Jones Tavern Chimney Stabilization	\$ 30,000.00
<b>E.</b> Town Hall Slate Roof Replacement	\$ 120,000.00
<b>F.</b> Library Restoration for the Display of Acton's Civil War Artifacts	\$ 30,150.00
<b>G.</b> Colonel Francis Faulkner Memorial Plaque Replacement	\$ 1,000.00
<b>H.</b> Pine Hawk Curatorial Display	\$ 24,000.00
<b>I.</b> Antique Fire Apparatus Restoration	\$ 20,000.00
<b>J.</b> Bruce Freeman Rail Trail Start-up Funding	\$ 75,000.00
<b>K.</b> Create a New Multi-Use Recreation Space at Leary Field	\$ 250,000.00
<b>Administrative Spending Appropriation</b>	
<b>L.</b> A fund reimbursing the Town of Acton for administrative services and operating expenses provided in support of the Community Preservation Committee	\$ 53,716.50
<b>Total Recommended Appropriations</b>	<b>\$1,083,866.50</b>
Remaining FY 2004 fund balance	\$ 65,591.21

And, whereas Massachusetts General Law, Chapter 44B requires that the Town appropriate for spending, or set-aside for future spending, from the fund balance at least 10% for open space, 10% for historic preservation, and 10% for community housing.

And, whereas the recommended appropriations for open space, historic preservation, and community housing each exceed 10% of the Community Preservation Fund balance.

And, whereas Town Meeting may vote to delete or reduce any of the recommended amounts.

Therefore, in the event that recommended amounts are deleted or reduced, vote to appropriate as a set-aside for future spending from the FY 2004 Community Preservation Fund Balance the minimum necessary amounts to allocate not less than 10% (\$114,945.78) for open space, not less than 10% (\$114,945.78) for historic preservation, and not less than 10% (\$114,945.78) for community housing.

, or take any other action relative thereto.

**MOTION:** Mr. Berry moves that the Town appropriate or set aside for later appropriation, and to authorize the Town Manager to expend or set aside, from the Fiscal Year 2004 Community Preservation Fund Balance, \$1,083,866.50 for the following purposes, with each item considered a separate appropriation:

- A. \$300,000 to the Community Preservation Act Open Space Reserve Fund;
- B. \$20,000 for the design and construction of a recreational area at McCarthy Village
- C. \$160,000 for Acton Community Housing Corporation's Community Housing Program Fund
- D. \$30,000 for the repair of the Jones Tavern Chimney
- E. \$120,000 for the repair of the 140 year old Town Hall slate roof;
- F. \$30,150 for the restoration of Acton's Civil War Artifacts
- G. \$1,000 for replacing a plaque honoring Colonel Francis Faulkner

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- H. \$24,000 for protecting and displaying the 4000-8000 year-old Native American artifacts found at a site on Adams Street
- I. \$20,000 for the restoration of antique fire apparatus
- J. \$75,000 for preliminary right-of-way acquisition and other preliminary work to advance the design and construction of the Bruce Freeman Rail Trail
- K. Contingent upon the passage of Article 18 of this Warrant, \$250,000 for the creation of a new Multi-Use Recreation Space on Leary Field
- L. \$53,716.50 for the reimbursement of expenses incurred by the Town of Acton in support of the Community Preservation Committee

**MOTION CARRIES UNANIMOUSLY**

**ARTICLE 18 INTER-MUNICIPAL AGREEMENT – LEARY FIELD**

(Majority Vote)

To see if the Town will authorize the Board of Selectmen and the Town Manager to enter into an Inter-Municipal Agreement pursuant to M.G.L. c. 40, § 4A, between the Town of Acton and the Acton-Boxborough Regional School District relative to the construction, funding, use and maintenance of the new Leary Field to be located on the District's Central Campus adjacent to the Acton-Boxborough Regional High School, which agreement shall be in substantially the form set forth below, shall specify the Town's maximum financial liability as \$250,000 for construction of the new Leary Field funded by Community Preservation Act Funds appropriated under Article 17 of the Warrant for this Town Meeting, and shall contain such further terms, conditions and modifications as the Board of Selectmen determine to be appropriate, or take any other action relative thereto.

**AGREEMENT**

This Inter-Municipal Agreement (the "Agreement") is entered into pursuant to M.G.L. c. 40, § 4A, on the last day of execution below, by, between and among the **TOWN OF ACTON**, a municipal corporation, having its principal office at Town Hall, 472 Main Street, Acton MA 01720 (the "Town") and the **ACTON-BOXBOROUGH REGIONAL SCHOOL DISTRICT**, a regional school district created under M.G.L. c. 71, §§ 15, *et seq.*, having its principal office at 16 Charter Road, Acton MA 01720 (the "District").

This Agreement is with respect to the financing and use of the Leary Field, which is owned by the District and is located on the District's Central Campus adjacent to the Acton-Boxborough Regional High School. This natural turf football field has dimensions which are smaller than required for soccer, lacrosse and other sports. Its surface is regularly destroyed after only 20-25 events in a normal sports season; therefore its use is severely restricted by factors which make it unplayable (such as mud, ice, snow, "dust bowl" conditions, impervious hard-pack, a barren oval surface, and the ongoing need to plant, maintain and "rest" the field). Because of these conditions, the District is seldom able to make Leary Field available either to students or to the Town and the community for recreational activities. In addition, the Town of Acton has a critical need for new community recreational resources to serve its youth and adult populations.

The District proposes to create a new and expanded multi-use, recreation space at Leary Field including without limitation the following elements (the "Leary Field Project"):

1. Remove the existing surfaces at Leary Field and remove at least 18" of subsurface material;
2. Install new subsurface materials, new drainage and a complete new system, known as FieldTurf, or facsimile;
3. Significantly expand the area of the playing surfaces to better accommodate accurate field measurements for existing and new sports, requiring the installation of removable goal posts and relocation of certain track pits; and
4. Significantly expand the amount and range of uses, users and hours of usage.

The District proposes to finance the Leary Field Project with funding from three sources: Privately Raised Funds (approximately 33.3%); District Funds (approximately 33.3%); and Town Community Preservation Act Funds ("CPA Funds") (approximately 33.3%). Under G.L. c. 44B, § 5, CPA Funds can be used for "the acquisition, creation and preservation of open space," where "open space is defined under G.L. c. 44B, § 2, to include, "land for recreational use," and "recreational use" is defined under G.L. c. 44B, § 2, to include "noncommercial youth and adult sports, and the use of land as a park, playground or athletic field." This agreement will ensure a policy and procedure by which the District will provide shared access to the new Leary Field.

NOW THEREFORE, for adequate consideration the receipt and sufficiency of which are hereby acknowledged, the Town and the District agree as follows:

**1. CONSTRUCTION OF THE LEARY FIELD PROJECT**

Subject to the terms and conditions of this Agreement, on or before December 31, 2006, the District shall perform all work necessary and appropriate for the design, bidding, permitting, construction, landscaping and other related activities for the completion of the Leary Field Project (the "Work"). Once the Work is completed on the Leary Field Project Leary Field for purposes of this Agreement shall be referred to herein as the "New Leary Field."

**2. FUNDING OF THE LEARY FIELD PROJECT**

The estimated cost of the Work is \$750,000 (the "Estimated Project Cost"). The District agrees to accept private funds, totaling not less than one-third of the Estimated Project Cost, and expend these funds toward the Work. Upon (a) commitment to pay and/or payment to and acceptance by the District of Private Funds, inclusive of any in-kind contributions, totaling not less than one-third of the Estimated Project Cost, (b) completion of the design, bidding, and (if required) permitting of the Leary Field Project, and (c) issuance by the District of the contracts for the construction of the Leary Field Project, the Town shall pay to the District CPA Funds equal to \$250,000 towards the cost of permitting, design and construction of the Work. The District shall accept and expend said CPA Funds solely for the purpose of performing the Work on the Leary Field Project.

The District shall complete the Work using the Private Funds, the CPA Funds, and additional District Funds raised and appropriated and/or borrowed by the District for that purpose. The District shall pay all costs over and above the Private Funds and the CPA Funds necessary to complete the Work, including without limitation any cost overruns relating to the Leary Field Project.

**3. USE OF LEARY FIELD**

In return for its contribution of CPA Funds to the Leary Field Project, this Agreement provides throughout its Term and subject to the terms hereof for guaranteed access for the Town and Town-approved community groups to use the New Leary Field, free of charge (except for ministerial charges as provided herein), for sports practices, sports events and other recreational activities such as Town sports leagues (football, soccer, lacrosse, field hockey, ultimate frisbee, etc.), adult sports leagues, instructional sports clinics, summer sports camps, tournaments, and the like. This Agreement also permits the District to expand its use of the New Leary Field for sports practices and events and other recreational extracurricular activities (compared to its current use of the existing Leary Field).

During the first year of the Term, the use of the New Leary Field shall be allocated between the Town and the District in accordance with a schedule to be agreed upon by the Town Manager on behalf of the Town and the School Superintendent on behalf of the District which, when agreed to, shall be appended hereto as Exhibit 1. To minimize potential conflicts over the use of the New Leary Field and to maximize the efficient and appropriate allocation of time slots (including prime afternoon, evening and weekend time slots), the Town and the District agree that both initially and throughout the remaining Term of this Agreement, the Rules of Priority, attached as Exhibit 2, shall be used to allocate shared use of the New Leary Field between the Town and the District. The Rules of Priority may be altered or amended from time to time by agreement of the School Superintendent and the Town Manager or their respective designees.

Throughout the Term of this Agreement, the Field Reservation Rules and Regulations, attached as Exhibit 3, shall govern the use of the New Leary Field. Groups from outside of the Town and the District may be allowed to use the New Leary Field, on a space available basis. The Field Reservation Rules and Regulations may be altered or amended from time to time by agreement of the School Superintendent and the Town Manager or their respective designees.-

The Town and the District agree that, upon completion of construction of the Leary Field Project in accordance with this Agreement, and during the Term of this Agreement, New Leary Field as provided herein will remain accessible and used as a playing field. Any further construction or reconstruction of the bleachers and surrounding structures or spaces may be conducted to enhance the use and accessibility to Leary Field.

As evidence of these undertakings, the parties shall execute and either party may record the Memorandum of Inter-Municipal Agreement attached as Exhibit 4.

**4. TERM**

The term of this Agreement shall be for the useful life of the infill artificial turf field or twenty-five years, whichever is sooner.

Upon payment by the Town of the CPA Funds hereunder, this Agreement shall guarantee the Town's irrevocable right to use the New Leary Field in accordance with this Agreement during its Term subject to interruptions in such use as provided herein.

**5. MAINTENANCE OF LEARY FIELD**

During the Term of this Agreement and subject to appropriation of funds for such purpose, the District shall perform all actions necessary to operate, maintain, patrol, inspect, and repair New Leary Field in its state-of-the-art playing condition, reasonable wear and tear excepted. Without limitation but subject to appropriations, the District shall perform all actions necessary to install and remove goal posts, secure soccer and lacrosse nets, re-stripe the field for various events, and other ordinary and necessary maintenance activities to permit the safe and efficient use of the field for the purposes of this Agreement. It is understood that such repair, maintenance and replacement of the field surfaces and other improvements may interrupt or disrupt, during the period of time while such activities occur, the use of the New Leary Field.

**6. MAXIMUM FINANCIAL LIABILITY**

The maximum financial liability of the Town and the District under this Agreement shall be as specified in the respective votes of the Acton Town Meeting and the District School Committee to authorize this Agreement. To satisfy their respective obligations under this Agreement, the Town and the District, when duly authorized to do so in accordance with the provisions of applicable law, may raise money by any lawful means.

**7. FINANCIAL SAFEGUARDS**

The Town and the District agree that the following financial safeguards shall apply to this Agreement and shall be sufficient for all purposes.

Until the completion of construction of the Leary Field Project, acceptance of the Work by the District, and payment of all contractors and subcontractors with respect thereto:

- the District shall maintain accurate and comprehensive records of services performed, costs incurred, and reimbursements and contributions made and received in connection with this Agreement; shall require that all bills and payrolls submitted for work done under this Agreement shall be plainly marked to indicate that the work was done under authority hereof; shall provide an annual financial report with respect thereto to the Town if required by law; and shall cause such records to be audited as part of the regular audits of the District's such records; and
- the Town shall maintain accurate and comprehensive records of all CPA Funds appropriated and expended pursuant to this Agreement; and shall cause such records to be audited as part of the regular audits of the Town's records.

Thereafter, during the Term of this Agreement, the Town and the District shall maintain accurate financial records of any revenues and expenses associated with this Agreement; and shall cause these records to be audited as part of the regular audits of their respective financial

The amount of CPA Funds and other contribution received by the District and/or any reimbursement made by the District under this Agreement shall be accounted for on its books pursuant to General Laws Chapter 40, Section 4A, and /or Chapter 44, Section 53A, as applicable.

All records kept by the Town in regard to the expenditure of CPA funds related to this project, and all records kept by the District in regard to the expenditure of said funds, shall be available for inspection upon request.

**8. INSURANCE.**

During the Term of this Agreement, the District will list Leary Field on the District's schedule of insured properties for its property and liability policies. The District shall cause the Town to be named as an additional insured on the District's liability insurance arising out of its interest in the Leary Field property under this Agreement. During the Term of this Agreement, the Town will list Leary Field on the Town's schedule of insured properties for its property and liability policies. The Town shall cause the District to be named as an additional insured on the Town's liability insurance with respect to Leary Field.

**9. CERTAIN OPERATIONAL MATTERS.**

Any necessary permits or licenses needed to use the New Leary Field by any person or entity shall be obtained by the persons or entities intending to use the field and copies shall be provided to the Town and the District. The Town and any person or entity using New Leary Field shall not make any alterations to such field. To the extent any large scale or unusual use (as reasonably determined by either the Town or the District) of the New Leary Field is contemplated by any person or entity the District and/or the Town shall have the right to require a police presence and/or that custodial or other similar services be provided and in each case paid for by such users with respect to such use. Payment of the cost of the police detail, custodial services, and/or night lighting shall not be considered a fee for the use of the field but rather shall be a cost incidental to the individual's event.

**10. SOVEREIGN IMMUNITY.**

It is expressly understood and agreed, and all users of the New Leary Field shall be advised, that the use of such field by any persons or entities other than District activities are undertaken by and pursuant to the Town's authority to promote and allow recreational use of public facilities and further that each of the District and the Town have sovereign immunity and statutory immunity as provided under Massachusetts law with respect to any use of the New Leary Field and ancillary District property such as access ways, the parking areas and the like.

**11. MISCELLANEOUS.**

(a) **Amendment/Waiver.** This Agreement cannot be amended, modified or revised unless done in writing and signed by an authorized agent of the District and an authorized agent of the Town. No provision may be waived except in a writing signed by both parties.

(b) **Bind and Benefit.** The terms and conditions contained in this Agreement will run with the Leary Field Property and bind and inure to the benefit of the parties, their respective heirs, executors, administrators, successors and assigns.

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(c) **Entire Agreement.** This Agreement and the exhibits attached hereto, all being a part hereof, constitute the entire agreement of the parties hereto and will supersede all prior offers, negotiations and agreements with respect to the subject matter of this Agreement.

(d) **Governing Law.** This Agreement will be governed by the laws of the Commonwealth of Massachusetts.

(e) **No Transfers.** Neither the Regional School District nor the Town may transfer or assign this Agreement or its rights hereunder.

**IN WITNESS WHEREOF**, the parties have executed this Inter-Municipal Agreement as of the day and year first above written.

**TOWN OF ACTON, MASSACHUSETTS,**

By its Board of Selectmen,

\_\_\_\_\_  
F. Dore' Hunter, Chairman

\_\_\_\_\_  
Peter K. Ashton

\_\_\_\_\_  
Walter M. Foster

\_\_\_\_\_  
William H. Shupert, III

\_\_\_\_\_  
Robert A. Johnson, Clerk

**ACTON-BOXBOROUGH REGIONAL SCHOOL DISTRICT**

By its Regional District School Committee,

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Rebecca Neville, Chairperson

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Marie Altieri

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Michael Coppolino

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Terry Lindgren

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Jo-Ann Berry

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Mary Ann Ashton

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Jeff Vandegrift

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Bruce Sabot

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Liz Markiewicz

**LIST OF EXHIBITS**

- Exhibit 1 – First Year Allocation (to be agreed upon by the Town Manager on behalf of the Town and the School Superintendent on behalf of the District)
- Exhibit 2 – Leary Field Rules of Priority
- Exhibit 3 – Leary Field Reservations: Rules and Regulations, Sample Form
- Exhibit 4 – Memorandum of Inter-Municipal Agreement

**EXHIBIT 1**

**First Year Allocation**

(To be appended after agreed upon by the Town Manager on behalf of the Town and the School Superintendent on behalf of the District)

**EXHIBIT 2**

**LEARY FIELD RULES OF PRIORITY**

Unless altered or amended by agreement of the School Superintendent and the Board of Selectmen or their respective designees, the following Rules of Priority shall be used to allocate shared use of Leary Field between the Town and the District throughout the term of this Agreement:

- In allocating time slots between and among the District and the Town, the Town and the District shall be guided by the principle that Leary Field shall be a shared recreational resource designed to promote and sustain a vibrant and diverse array of intra-scholastic, inter-scholastic, Town and community sporting and recreational events to promote the health and well-being of the Town's and the District's students, youth, adults, and families. Accordingly, the Selectmen and the School Superintendent (or their respective designees) shall agree upon a balanced allocation schedule between the District and the Town that takes into account seasonal sports' needs, increased summer flexibility and hours when school is out and days are longer, and other considerations appropriate to reaching an annual equitable balance between the District and the Town.
- Each December for spring sports and each May for fall sports, the Town of Acton Recreation Department and the Acton-Boxborough Community Education Department will distribute a single field request form to youth and adult sports associations. A joint scheduling meeting for town and school-controlled fields (including the New Leary Field) shall be held between the Selectmen and the School Superintendent (or their respective designees) in January for spring and June for fall sports. At that time any conflicts in the use of the New Leary Field will be resolved by consensus.
- The District shall receive priority for use of the New Leary Field on school days. Community groups, including youth and adult sports leagues, are encouraged to use the New Leary Field in the evenings when available and shall receive priority in scheduling events on Saturday until 3 p.m., and throughout the day on Sunday.
- The Town of Acton Recreation Department shall receive priority for use of the New Leary Field from 8:00 a.m. until 6:00 p.m. five (5) weekdays per week, for ten (10) weeks during each summer, beginning after the close of the school year. Additionally, the District's marching band shall receive priority for one week in August and for Tuesday and Thursday evenings during the fall from 7 until 9 p.m., and the District shall receive priority to schedule events beginning two weeks prior to the starting date of school.
- During the school spring vacation (typically scheduled in April), the Town shall receive priority for use of the New Leary Field from 8:00 a.m. until noon, five (5) weekdays of the vacation.
- The District shall receive priority for use of the New Leary Field during after-season Tournament play. These weeks are roughly the first three weeks of November and the first three weeks of June.
- District-sponsored activities as well as Town-sponsored activities, including but not exclusively youth and adult sports leagues, will have free access to the New Leary Field.

## ABSTRACT ANNUAL TOWN MEETING APRIL 4, 2005

- Groups from outside of Acton and the District would be able to use Leary Field, on a space available basis, pursuant to the Field Reservation Rules and Regulations, and sample Field Request Form.
- For any of the time specifically reserved for the use of the Town, the Town reserves its right to waive all or a portion of its time in any year without waiving future years' rights to the same time.

### **EXHIBIT 3**

#### **LEARY FIELD RESERVATIONS: RULES AND REGULATIONS**

The Acton-Boxborough Regional School District and the Town of Acton are proud of our capability to offer our community a shared recreational resource in Leary Field. This resource is designed to promote and sustain a vibrant and diverse array of intra-scholastic, inter-scholastic, Town and community sporting and recreational events to promote the health and well-being of the Town's and the District's students, youth, adults, and families. We welcome community use of Leary Field through the procedure laid out below.

#### **Field Reservations**

Reservations for Leary Field will be made on the following priority classification:

Class 1 – School athletics and marching band use (priority given on school day afternoons between 2:30 and 6; one week during the month of August; Tuesday and Thursday evenings between 7 and 9 p.m.)

Class 2 – Community Education-sponsored activities, Town of Acton Recreation Department-sponsored activities, and youth and adult sports leagues

Class 3 – Acton-Boxborough residents and businesses

Class 4 – Non-Acton-Boxborough non-profit organizations, and commercial uses (e.g., sports camps sponsored by for-profit organizations)

If restrooms are required, ministerial charges for custodial services will be charged; and night time uses requiring the use of lights will be charged an appropriate ministerial amount per hour for stadium lights..

#### **Reservation Procedures**

Twice a year there will be a scheduling meeting with representatives of Class 1-3 users interested in obtaining season permits. This meeting will be held in conjunction with the Acton Recreation Department. Class 1-3 users will be notified as to the time and place of this meeting. At that meeting, all scheduling concerns for the upcoming season will be addressed and the schedule of field use formalized.

**Revocation of Field Permits**

The Acton-Boxborough Regional School District and the Town of Acton reserve the right to revoke a field reservation permit under the following conditions:

1. Use of alcohol at field site or parking lots.
2. Use of other controlled substances at field site or parking lots.
3. Excessive litter.
4. Cars parked on the field or other grass areas.
5. Use of foul or abusive language.
6. Other misuses determined by the Acton Recreation Department or the Acton-Boxborough Community Education Department.

Additional field requests made by any individual/team whose permit has been revoked will be denied for the balance of the season. Teams/individuals will be held responsible for any field damage caused by misuse.

**EXHIBIT 4**

**Memorandum of Inter-Municipal Agreement**

**MEMORANDUM OF AGREEMENT**

This Memorandum of Inter-Municipal Agreement is entered into on this \_\_\_\_ day of \_\_\_\_\_, 2005, by and between the ACTON-BOXBOROUGH REGIONAL SCHOOL DISTRICT, a regional school district created under M.G.L. c. 71, §§ 15, et seq., having its principal office at 16 Charter Road, Acton MA 01720 (the "District") and the TOWN OF ACTON, a municipal corporation, having its principal office at Town Hall, 472 Main Street, Acton MA 01720 (the "Town").

1. The District and the Town have entered into a certain Inter-Municipal Agreement ("Agreement") on the \_\_\_\_ day of \_\_\_\_\_, 2005, with respect to the use of a portion of the Acton-Boxborough Regional School District Central Campus which is owned by the District by Deed(s) dated \_\_\_\_\_, recorded in the Middlesex South Registry of Deeds at Book(s) \_\_\_\_\_, Page(s) \_\_\_\_\_, as set forth in the Agreement.
2. The maximum term of the Agreement is twenty-five (25) years.
3. The portion of the land subject to the Town's right to use under the Agreement is known as Leary Field.
4. This Memorandum of Agreement is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Agreement, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this Memorandum of Agreement and the provisions of the Agreement itself, the provisions of the Agreement shall control.

ABSTRACT ANNUAL TOWN MEETING APRIL 4, 2005

**IN WITNESS WHEREOF**, the parties have executed this Memorandum of Agreement of the day and year first above written.

Acton-Boxborough Regional School District

\_\_\_\_\_  
William Ryan, Superintendent

ACKNOWLEDGEMENT

COMMONWEALTH OF MASSACHUSETTS  
COUNTY OF MIDDLESEX

On this \_\_\_ day of \_\_\_\_\_, 2005, before me, the undersigned Notary Public, personally appeared William Ryan, Superintendent of the Acton-Boxborough Regional School District, proved to me through satisfactory evidence of identification, namely my personal knowledge to be the person whose name is signed on the preceding document, and acknowledged to me that he signed it voluntarily for its stated purpose as the foregoing Superintendent of the Acton-Boxborough Regional School District, a regional school district.

\_\_\_\_\_(official signature and seal of notary)

My commission expires \_\_\_\_\_

Town of Acton

\_\_\_\_\_  
Don P. Johnson, Town Manager

ACKNOWLEDGEMENT

COMMONWEALTH OF MASSACHUSETTS  
COUNTY OF MIDDLESEX

On this \_\_\_ day of \_\_\_\_\_, 2005, before me, the undersigned Notary Public, personally appeared Don P. Johnson, Town Manager of the Town of Acton, proved to me through satisfactory evidence of identification, namely my personal knowledge, to be the person whose name is signed on the preceding document, and acknowledged to me that he signed it voluntarily for its stated purpose as the foregoing Town Manager of the Town of Acton, a municipal corporation.

\_\_\_\_\_(official signature and seal of notary)

My commission expires \_\_\_\_\_

**MOTION:** Mr. Foster moves that the Town authorize the Board of Selectmen to enter into an inter-municipal agreement with the Acton-Boxborough Regional School Committee relative to the construction, funding, use and maintenance of the new Leary Field in the form set forth in the Article.

**MOTION CARRIES**

**MOTION:** Mr. Hunter moves to adjourn the Annual Town Meeting at 10:48 PM until April 5, 2005 at the Acton-Boxborough Regional High School Auditorium at 7:00 PM.

**MOTION CARRIES UNANIMOUSLY**





**2. General Rules**

No common victualler shall permit intoxicating beverages to be consumed in a restaurant which is owned, operated, leased, maintained or otherwise controlled by the common victualler except pursuant to a valid license issued under the provisions of chapter 138 of the General Laws or pursuant to and in strict conformity with this bylaw and regulations adopted by the Board pursuant to this bylaw.

**3. Carry-In Permission for Intoxicating Beverages**

The Board may grant Carry-In Permission to a common victualler to allow intoxicating beverages to be brought by patrons and customers into and consumed in a restaurant which is owned, operated, leased, maintained or otherwise controlled by the common victualler provided that:

- a. Application for such Carry-In Permission shall be made to the Board at the time of the initial or renewal application for a common victualler's license.
- b. The applicant for such Carry-In Permission shall not be less than twenty-one years of age and must be a person of good character in the Town.
- c. No Carry-In Permission shall be issued to any applicant who has been convicted of a violation of a federal or state narcotic drugs law.
- d. No Carry-In Permission shall be issued to any fast food restaurant, defined as a restaurant with seating but no table service.
- e. No Carry-In Permission shall be issued to any applicant who has a license for the restaurant issued under the provisions of chapter 138 of the General Laws.
- f. No Carry-In Permission shall be issued to any applicant whose license for the restaurant issued under the provisions of chapter 138 of the General Laws has been suspended or revoked, or to any person, firm, corporation, association or other combination of persons affiliated, directly or indirectly, with such licensee through any agent, employee, stockholder, officer or other person, or any subsidiary whatsoever.
- g. Before approving or renewing Carry-In Permission, the Board may cause an examination or examinations to be made of the premises of the applicant or may otherwise review such evidence as the Board deems credible to determine whether such premises comply in all respects with the appropriate definitions of section one and whether activities conducted on the premises comply in all respects with the provisions of this Bylaw. The Board may deny Carry-In Permission or renewal of Carry-In Permission to any applicant where the premises and/or the activities conducted on the premises do not in the Board's judgment so comply.
- h. The Board may refuse to grant Carry-In Permission in certain geographical areas of the Town, where the character of the neighborhood may warrant such refusal.
- i. The common victualler shall comply with any and all conditions imposed by the Board with respect to such Carry-In Permission, including without limitation conditions with respect to hours and days during which such intoxicating beverages may be consumed in the restaurant

and the insurance which shall be carried with respect to operation of the restaurant having Carry-In Permission.

- j. Carry-In Permission under this Bylaw shall be not be transferable between persons or locations except with the advance permission of the Board and then only if consistent with the public interest. Carry-In Permission shall be revocable as provided herein.
- k. Approval of Carry-In Permission under this bylaw shall not create any property rights; rather such permission is authorized solely to serve the public need and in such a manner as to protect the common good.
- l. Every approval of Carry-In Permission under the provisions of this bylaw shall expire on December thirty-first of the year of issue, subject, however, to earlier revocation or cancellation within its term.

**4. Obligations of A Common Victualler Granted Carry-In Permission for Intoxicating Beverages**

Any common victualler approved for Carry-In Permission shall at all times comply with the following requirements:

- a. The common victualler shall not permit any person under the age of twenty-one to consume intoxicating beverages in the restaurant. Any person bringing or accompanying any person bringing intoxicating beverages into a restaurant having Carry-In Permission shall, upon request of the common victualler, an Acton police officer, or an agent of the Board, state his name, age, and address, and produce a valid identification document. The common victualler shall verify by appropriate picture identification that any patrons and customers consuming such intoxicating beverages in the restaurant are twenty-one years of age or older. Any common victualler, or agent or employee thereof, under this bylaw who reasonably relies on a valid operator's license issued by the registry of motor vehicles pursuant to section eight of chapter ninety, a valid liquor purchase identification card issued pursuant to chapter 138, section 34B, a valid passport issued by the United States government or by the government of a foreign country recognized by the United States government, or a valid United States issued military identification card, for proof of a person's identity and age shall not suffer any modification, suspension, revocation or cancellation of its Carry-In Permission or common victuallers license by virtue of that individual's under-age drinking in the restaurant.
- b. The common victualler shall only allow intoxicating beverages to be consumed in the dining room or dining rooms of the restaurant.
- c. The common victualler shall ensure that intoxicating beverages are not consumed in the restaurant by customers or patrons so as to cause or contribute to their becoming unruly and/or a danger to themselves or others either in the restaurant or on the public ways upon leaving the restaurant. The common victualler is hereby authorized to confiscate all remaining intoxicating beverages from any patrons or customers who appear to present a danger of becoming unruly and/or becoming a danger to themselves or others either in the restaurant or on the public ways by virtue of the consumption of intoxicating beverages.

Any customers or patrons of a restaurant with Carry-In Permission shall be deemed at all times to consent to such confiscation if deemed necessary by the common victualler.

- d. The common victualler shall immediately report to the Acton Police Department any situation in which customers or patrons consuming alcohol in the restaurant appear to present a danger to themselves or others either in the restaurant or on the public ways by virtue of the consumption of intoxicating beverages.

## **5. Regulations**

The board may promulgate rules and regulations not inconsistent with the provisions of this bylaw for clarifying, carrying out, enforcing, implementing and preventing violations of, all and any of its provisions. Without limitation, the Board may make regulations (a) limiting the number of approvals for Carry-In Permission to be issued under this Bylaw, (b) determining the fee to be charged for Carry-In Permission under this bylaw, which fee shall not be more than double the license fee for a common victualler's license, (c) determining the method and frequency of inspection of the premises and method of carrying on the business of any common victualler having Carry-In Permission hereunder, and (d) for the proper and orderly conduct of any business having Carry-In Permission hereunder.

## **6. Penalties for Violation**

Violation by a common victualler of this Bylaw or any regulation promulgated by the Board pursuant to this Bylaw shall be punishable by a fine of three hundred dollars per offense. Each day a violation continues shall be considered a separate offense.

Any person bringing intoxicating beverages into or consuming intoxicating beverages in a restaurant having Carry-In Permission shall be punished by a fine of three hundred dollars per offense for any of the following violations of this bylaw: (a) refusing, upon request of the common victualler, an Acton police officer, or an agent of the Board, to state his name, age, and address, and produce a valid identification document, (b) stating in response to such request a false name, age, or address, including a name or address which is not his name or address in ordinary use, (c) producing or displaying in response to such request a false or fraudulent identification document, (d) refusing to allow the common victualler to confiscate remaining intoxicating beverages under Section 4(c), or (e) acting in a manner dangerous to himself or others in the restaurant.

Any sums of money collected as fines shall be paid forthwith into the general revenues of the Town.

## **7. Suspension, etc., of Carry-In Permission**

The Board may suspend, modify, cancel, deny, refuse to renew, or revoke Carry-In Permission for any violation of this Bylaw or any regulation promulgated by the Board pursuant to this Bylaw

The Board may suspend, modify, cancel, deny, refuse to renew, or revoke a common victualler's license in the event a common victualler has committed multiple, willful, or repeated violations of this Bylaw or any regulation promulgated by the Board pursuant to this Bylaw.

In case of suspension, modification, cancellation, denial, refusal to renew, or revocation of any Carry-In Permission or any license as aforesaid, no abatement or refund of any part of the fee paid therefor shall be made.

**8. Severability**

In case any section, paragraph or part of this chapter be for any reason declared invalid or unconstitutional by any court of last resort, every other section, paragraph or part shall continue in full force and effect.

**9. Effective Date**

This chapter shall take effect in accordance with M.G.L. c.40, § 32.

Or take any other action relative thereto.

**MOTION:** Mr. Shupert moves that the Town adopt the bylaw amendments as set forth in the Article.

**MOTION CARRIES UNANIMOUSLY**

**ARTICLE 24            AMEND TOWN BYLAWS**  
(Majority vote)        **NON-CRIMINAL DISPOSITION FOR ‘CARRY-IN’ BYLAW**

To see if the Town will vote to amend Section E45 (Non-Criminal Disposition) of Chapter E (the General Public Regulations) of the Bylaws of the Town by adding the following to the list of bylaws, rules and regulations included within the scope of the Non-Criminal Disposition bylaw:

Chapter T, sections 1-9: “Carry-In” Intoxicating Beverages Bylaw, and any regulations adopted by the Board of Selectmen pursuant to said bylaw – enforcing person – regular police officer – Fine \$300.00, each offense,

or take any other action relative thereto.

**MOTION:** Mr. Shupert moves that the Town adopt the bylaw amendments as set forth in the Article.

**MOTION CARRIES**

**ARTICLE 25A        AMEND ZONING BYLAW – AMATEUR RADIO INSTALLATION**  
(Two-thirds vote)

*[Notes in italic print are not part of the article but are intended for explanation only]*

To see if the Town will vote to amend the zoning bylaw as follows:

A. Insert under section 3.2 – General Uses, a new use definition as sub-section 3.2.4 as follows:

- 3.2.4 Amateur Radio Installation – One or more antennas or antenna STRUCTURES owned and used exclusively by an amateur radio operator with a valid and current amateur radio operator’s license issued by the Federal Communications Commission (FCC), subject to the following restrictions and limitations:

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- 3.2.4.1 No antennas and antenna STRUCTURES shall be located in the front yard of a principal BUILDING as defined in Section 5.2.4.
- 3.2.4.2 The operator of the Amateur Radio Installation, or the owner of the LOT, shall dismantle and remove the antennas or antenna STRUCTURES within one year after the cessation of a FCC-licensed operator’s ownership or tenancy, or the expiration or rescission of the operator’s FCC license.
- 3.2.4.3 The base of an antenna or antenna STRUCTURE shall be surrounded by a fence with a locked gate or shall be equipped with an effective anti-climb device.

B. Insert under section 3 – Table of Principal Uses, a new line 3.2.4 as follows:

		RESIDENTIAL DISTRICTS					VILLAGE DISTRICTS					OFFICE DISTRICTS	
PRINCIPAL USES		R-2	R-4	R-A	R-AA	VR	EA	EAV-2	NAV	SAV	WAV	OP-1	OP-2
		R-8	R-8/4				V						
		R-10	R-10/8										
<b>3.2 GENERAL USES</b>													
3.2.4	Amateur Radio Installation	Y		Y	Y	Y	Y	Y	Y	Y	Y	Y	Y

		BUSINESS DISTRICTS			INDUSTRIAL DISTRICTS					SP. DIST.	
PRINCIPAL USES		KC	LB	PM	GI	LI	LI-1	SM	TD	ARC	SITE PLAN
<b>3.2 GENERAL USES</b>											
3.2.4	Amateur Radio Installation	Y	Y	Y	Y	Y	Y	Y	Y	Y	NR

C. Delete section 3.10.3 – Applicability of Special Requirements for Wireless Communication Facilities, and replace it with a new section 3.10.3 as follows:

3.10.3 Applicability – This section 3.10 shall apply only to reception and transmission facilities for the purpose of personal wireless communication services identified in the Federal Telecommunications Act of 1996. Nothing in this section shall be construed to regulate or prohibit customary installations for the reception of wireless communication signals at home or business locations, or Amateur Radio Installations as defined in section 3.2.4.

*[Note: Section 3.10.3 currently states as follows:*

*3.10.3 Applicability – This section 3.10 shall apply only to reception and transmission facilities for the purpose of personal wireless communication services identified in the Federal Telecommunications Act of 1996. Nothing in this Bylaw shall be construed to regulate or prohibit customary installations for the reception of wireless communication signals at home or business locations, and nothing in this Bylaw shall be construed to regulate or prohibit an antenna installed solely for use by a federally licensed amateur radio operator, provided that the height of such antenna does not exceed applicable height limitations and, if freestanding, that it is set back from all LOT lines at least the distance equal to its height, but not less than the otherwise applicable minimum yard requirement.]*

- D. In section 4.3.6.3 – Treatment and Renovation of Runoff, add the following sentence at the end of the section:

“This section shall not apply to Amateur Radio Installations.”

*[Note: Section 4.3.6.3 currently reads:*

*4.3.6.3 Treatment and Renovation of Runoff – All water runoff from IMPERVIOUS COVERS shall be funneled into gas trap catch basins. In addition, the first (1st) inch of every storm event shall be directed into a retention pond(s), where it shall be retained for an average of at least 3 days prior to recharge into the ground or discharge from the site. The retention pond(s) shall be exposed to sunlight, vegetated, and lined with soil featuring a permeability of 0.0001 cm/sec (0.1417 in/hr) or less. A DIVERSION BOX shall direct all water, which falls onto the site in excess of one (1) inch during a single storm event, toward additional storage, direct infiltration, or discharge from the site. Alternate methods of runoff treatment and renovation may be approved by the Special Permit Granting Authority if the Special Permit Granting Authority determines the intent of this Section is met.]*

- E. Insert in section 8 – Nonconforming Lots, Uses, Structures, and Parking; Exemptions; a new subsection 8.10 as follows:

8.10 Exemption for Amateur Radio Installations – The limitations of this Zoning Bylaw pertaining to the height of BUILDINGS and STRUCTURES and the requirements for a minimum number of parking spaces in Section 6.3 shall not apply to Amateur Radio Installations as defined in Section 3.2.4.

- F. Insert in section 9B.4 – Allowed Uses in a Senior Residence Development, a new subsection 9B.4.9 as follows:

9B.4.9 Amateur Radio Installations.

, or take any other action relative thereto.

**MOTION:** Mr. Schaffner moves that the Town adopt the zoning bylaw amendments as set forth in the Article.

(2/3 MAJORITY) 83 FAVOR - 93 AGAINST

**MOTION LOST**

**ARTICLE 25B AMEND ZONING BYLAW – AMATEUR RADIO INSTALLATION**  
(Two-thirds vote)

*[Notes in italic print are not part of the article but are intended for explanation only]*

To see if the Town will vote to amend the zoning bylaw as follows:

- A. Insert under section 3.8.3 – Accessory Uses permitted in any Zoning District, a new sub-section 3.8.3.6 as follows:

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- 3.8.3.6 Not more than one Amateur Radio Tower, or in the case of a licensed amateur radio operator utilizing a long wire horizontal antenna system not more than two Amateur Radio Towers, on a LOT, inclusive of all antennas, appurtenances, support STRUCTURES, anchors, and guys, subject to the following requirements:
- a) The Tower(s) shall be owned and operated by an amateur radio operator who is licensed by the Federal Communications Commission (FCC).
  - b) The operator of the Tower(s) or the owner of the LOT shall dismantle and remove the Tower(s) within one year after the cessation of the FCC-licensed operator's ownership or tenancy, or the expiration or rescission of the operator's FCC license.
  - c) Tower height shall not exceed 100 feet from ground level when fully extended, including all antennas and appurtenances.
  - d) A Tower is prohibited in the front yard of the principal BUILDING or BUILDINGS on the LOT as defined in section 5.2.4.
  - e) In Residential Districts, any Tower shall be set back at least 30 feet from all side and rear LOT lines regardless of the otherwise applicable yard requirements, except when:
    - i. The Tower, even when extended, does not exceed the maximum height limit for STRUCTURES; or
    - ii. The tower is directly attached to the side or rear of the principal BUILDING or BUILDINGS on the LOT and complies with the minimum side and rear yard requirements for STRUCTURES.

Anchors and guys must in all cases only comply with the minimum side and rear yard requirements that are otherwise applicable to STRUCTURES.

- f) The base of any Tower shall be surrounded by a fence with a locked gate or shall be equipped with an effective anti-climb device.
- g) No portion of any Tower shall be utilized as a sign or have signage attached to it.
- h) No portion of any Tower shall be illuminated or have lights attached to it unless required by the Federal Aviation Administration.
- i) The Board of Appeals may, by special permit, on a case-by-case basis, allow more than one Amateur Radio Tower or in the case of a long wire horizontal antenna system more than two Amateur Radio Towers on a LOT (3.8.3.6.a), an Amateur Radio Tower height higher than 100' (3.8.3.6.c), an Amateur Radio Tower or Towers in the front yard of the LOT provided that an alternate location on the LOT is not feasible (3.8.3.6.d), and/or a set back of less than 30 feet from side and/or rear LOT lines (3.8.3.6.e) where (1) such relief is demonstrated by the applicant to be necessary to reasonably and effectively accommodate amateur radio communications by the federally licensed amateur radio owner/operator of the Amateur Radio Tower(s) and such relief would not result in a substantial adverse health, safety, or aesthetic impact upon the neighborhood in the vicinity of the Amateur Radio Tower(s), or (2) denial of such relief would otherwise result in a demonstrated violation of applicable Federal Communications Commission (FCC) regulations and/or Massachusetts General Law Ch. 40A, s. 3. In acting on petitions under this section, the Board of Appeals shall apply this bylaw in a manner that reasonably allows for sufficient height of an Amateur Radio Tower or Towers so as to effectively accommodate amateur radio communications by federally licensed amateur radio operators and constitute the minimum practicable regulation necessary to accomplish the legitimate purposes of the bylaw for the protection of health, safety, and aesthetics.

- B. Delete section 3.10.3 – Applicability of Special Requirements for Wireless Communication Facilities, and replace it with a new section 3.10.3 as follows:

3.10.3 Applicability – This section 3.10 shall apply only to reception and transmission facilities for the purpose of personal wireless communication services identified in the Federal Telecommunications Act of 1996. Nothing in this Bylaw shall be construed to regulate or prohibit customary installations for the reception of wireless communication signals at home or business locations, and nothing in this Bylaw shall be construed to regulate or prohibit a tower or antenna installed solely for use by a federally licensed amateur radio operator. For regulations on Amateur Radio Towers see section 3.8.3.6 of this Bylaw.

*[Note: Section 3.10.3 currently states as follows:*

*3.10.3 Applicability – This section 3.10 shall apply only to reception and transmission facilities for the purpose of personal wireless communication services identified in the Federal Telecommunications Act of 1996. Nothing in this Bylaw shall be construed to regulate or prohibit customary installations for the reception of wireless communication signals at home or business locations, and nothing in this Bylaw shall be construed to regulate or prohibit an antenna installed solely for use by a federally licensed amateur radio operator, provided that the height of such antenna does not exceed applicable height limitations and, if freestanding, that it is set back from all LOT lines at least the distance equal to its height, but not less than the otherwise applicable minimum yard requirement.]*

Or take any other action relative thereto.

**MOTION:** Mr. Hunter moves that the Town adopt the zoning bylaw amendments as set forth in the Article.

**(2/3 MAJORITY) TELLER COUNT - FAVOR 140 - AGAINST - 54**

**MOTION CARRIES 2/3 VOTE**

**ARTICLE 26 \*      AMEND ZONING BYLAW – HOUSEKEEPING**  
(Two-thirds vote)

To see if the Town will vote to amend the zoning bylaw as follows *[Notes in italic print are not part of the article but are intended for explanation only]*:

- A. Amend section 2.2 by changing “January 2001” to “April 2005” in the first and fourth bullets.  
B. Delete section 4.4.8.1 (local preference criteria for affordable housing) and replace it with a new section 4.4.8.1 as follows:

4.4.8.1 Local Preference – To the maximum extent practical and subject to applicable Federal or State financing or subsidy programs, the AFFORDABLE DWELLING UNITS shall be initially offered to qualified LOW- and MODERATE-INCOME households that meet local preference criteria established from time to time by the Town of Acton or the Acton Community Housing Corporation. Procedures for the selection of purchasers and/or tenants shall be subject to approval by the Town of Acton or its designee. The local preference restriction shall be in force for 120 days from the date of the first offering of sale or rental of a particular AFFORDABLE DWELLING UNIT. The applicant shall make a diligent effort to locate eligible purchasers or renters for the AFFORDABLE

DWELLING UNIT who meet the local preference criteria and the applicable income requirements.

*[Note – Section 4.4.8.1 currently reads:*

*4.4.8.1 Preference for Town residents and persons employed within the Town – Unless otherwise prohibited by a federal or state agency under a financing or other subsidy program, at least fifty percent (50%) of the AFFORDABLE DWELLING UNITS donated, rented, leased or sold shall be initially offered to Acton residents, to persons employed within the Town of Acton, and to former residents of the Town as follows:*

- a) Thirty percent (30%) shall be initially offered to current residents of the Town of Acton.*
- b) Ten percent (10%) shall be offered to persons employed within the Town of Acton;*
- c) Ten percent (10%) shall be offered to persons who, although not currently residents of the Town, resided in the Town of Acton for a minimum of five (5) years within the past fifteen (15) years.]*

C. In Section 5 – Table of Standard Dimensional Regulations, delete from the header paragraph the phrase

“and Planned Conservation Residential Communities (PCRC - Section 9).”,

and replace it with

“, Planned Conservation Residential Communities (PCRC - Section 9), and Senior Residences (Section 9B).”

D. Amend section 5.3.3 (frontage exceptions) as follows:

- a. In sub-section 5.3.3.1, change “Residential Districts” in the first line to “R-2, R-4, R-8/4, R-8, R-10/8, and R-10 Districts”.

*[Note – sub-section 5.3.3.1 currently reads:*

*5.3.3.1 FRONTAGE Exception LOTS – In the Residential Districts, the minimum LOT FRONTAGE may be reduced by 50 feet per LOT provided that the minimum LOT area required for each such LOT is doubled.]*

- b. In sub-section 5.3.3.2, change “other Residential Districts” at the end of the sub-section to “R-2, R-4, R-8/4, R-8, R-10/8, and R-10 Districts”.

*[Note – sub-section 5.3.3.2 currently reads:*

*5.3.3.2 Curved STREET Exception LOTS – Excluding a cul-de-sac, any LOT whose entire FRONTAGE is on the outside sideline of a curved STREET having the radius of 300 feet or less shall be permitted to reduce its minimum FRONTAGE to 125 feet for a LOT located in the R-2 District and 150 feet for a LOT located in the other Residential Districts.]*

E. Amend the first paragraph of section 5.3.4 by changing “Residential Districts” in the first line to “R-2, R-4, R-8/4, R-8, R-10/8, and R-10 Districts,”.

*[Note –The first paragraph of section 5.3.4 currently reads:*

*5.3.4 Hammerhead LOTS – In the Residential Districts Hammerhead LOTS may be created subject to the following requirements:]*

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F. Amend section 5.5A.1 (maximum floor area of businesses and industries in village districts), by changing the entry in column EAV, line 3.5.14 – Building Trade Shop, from 5,000 [5,000 square feet] to NR [No Regulation].

G. Amend section 5.5B.1 (design provisions for the East Acton Village (EAV) District), by deleting the last sentence of sub-section 5.5B.1.2.f)i. and replacing it with the following new sentences:

“No driveways or parking lots shall be located between a pedestrian plaza and a STREET, unless the pedestrian plazas are located in the rear of a BUILDING when viewed from a STREET. No driveway or parking lot shall intersect or be mixed with a pedestrian plaza.”

*[Note – sub-section 5.5B.1.2.f)i. currently reads:*

*i. No driveway or parking lot shall be placed in the portion of a LOT that is directly in front of a BUILDING as seen from a STREET, whether or not the BUILDING is located on the same LOT as the driveway or parking lot, except that a driveway and parking lot may be placed in the front of a BUILDING that is located in the rear of another BUILDING when viewed from a STREET. No driveways or parking lots shall be located between a pedestrian plaza and a STREET, nor shall any driveway or parking lot intersect or be mixed with a pedestrian plaza.]*

H. Renumber and relocate section 6.7.9 to become section 6.10 instead, and change its title from “Bonds, Securities –” to “Parking Lot Bonds and Securities –”.

*[Note – section 6.7.9 currently reads:*

*6.7.9 Bonds, Securities – The Special Permit Granting Authority (if the parking area is related to a permitted USE for which a site plan or other special permit is required) or the Building Commissioner (for other parking areas) or their designee may require a bond or other form of security to ensure the satisfactory planting of required landscaping and to ensure the survival of such landscaping for up to two (2) years following such planting. All required landscaping and plantings must be maintained in a neat, attractive appearance as a condition of the continued PRINCIPAL USE of the LOT.]*

I. Insert under section 6.9.2 (special provisions for parking in the North Acton Village (NAV) District) the following new section 6.9.2.4:

6.9.2.4 Except as stated in 6.9.2.1 through 6.9.2.3, the parking lot design requirements of Section 6.7 shall apply in the NAV District.

J. Insert under section 6.9.3 (special provisions for parking in the East Acton Village 2 (EAV-2) District), the following new sub-section c):

c) Otherwise, the parking lot design requirements of Section 6.7 shall apply in the EAV-2 District.

K. Amend section 6.9.4 (special provisions for parking in the West Acton Village (WAV) and South Acton Village (SAV) Districts) by inserting in the first paragraph of sub-section 6.9.4.6 after its title and before “Off-STREET parking ...” the following new sentence:

“The parking lot design requirements of Section 6.7 shall not apply in the WAV and SAV Districts.”

*[Note – sub-section 6.9.4.6 currently reads:*

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*6.9.4.6 Design Requirements – Off-STREET parking spaces, except parking spaces serving a single to four-FAMILY residential USE or an Assisted Living Residence with 10 or less residents, shall be either contained within a BUILDING or STRUCTURE or subject to the following requirements.]*

L. Amend section 6.9 (special provisions for parking in the Village, Kelley’s Corner, and Powder Mill Districts) as follows:

- a. In sub-section 6.9.4.4, change the reference to section 6.9.2.5 to refer to section 6.9.4.5 instead.
- b. In sub-section 6.9.4.5, change the reference to section 6.9.2.4 to refer to section 6.9.4.4 instead.
- c. In sub-section 6.9.4.6.a), change the reference to section 6.9.2.7 to refer to section 6.9.4.7 instead.
- d. In sub-section 6.9.4.6.c), change the reference to section 6.9.2.5 to refer to section 6.9.4.5 instead.
- e. In sub-section 6.9.5.3, change the reference to section 6.9.3.4 to refer to section 6.9.5.4 instead.
- f. In sub-section 6.9.5.4, change the reference to section 6.9.3.3 to refer to section 6.9.5.3 instead.
- g. In sub-section 6.9.6.3, change the reference to section 6.9.4.4 to refer to section 6.9.6.4 instead.
- h. In sub-section 6.9.6.4, change the reference to section 6.9.4.3 to refer to section 6.9.6.3 instead.

M. Amend section 8.3 (nonconforming structures) by deleting the word “minimum” from the first line in subsection 8.3.3.

*[Note – section 8.3.3 currently reads:*

*8.3.3 A BUILDING, which is nonconforming with regard to any minimum yard requirement may be extended horizontally within the dimension of its existing nonconformity by special permit from the Board of Appeals, provided that the extension otherwise conforms to all the dimensional requirements of this Bylaw, and provided further that the Board of Appeals finds that such an extension is not substantially more detrimental to the neighborhood than the existing nonconforming condition of the BUILDING.]*

, or take any other action relative thereto.

**MOTION:** Mr. Sullivan moves that the Town adopt the zoning bylaw amendments as set forth in the Article

**CONSENT MOTION CARRIES UNANIMOUSLY**

**ARTICLE 27 \* AMEND ZONING BYLAW – REDUCE SPLIT-ZONING OF PARCELS**  
(Two-thirds vote)

To see if the Town will vote to amend Map No. 1 of the Zoning Map by rezoning the following split-zoned parcels of land as indicated in the table below [*Notes in italic print are not part of the article but are intended for explanation only. Parcel identification numbers are as shown on the 2004 edition of the Acton Town Atlas. Present zoning designations and location identifications are shown for informational purposes only. The present zoning column shows the zoning designation for the parcels’ majority land areas before the “&” symbols*]:

<b>Parcel Identification</b>	<b>Proposed Zoning</b>		<b>Present Zoning</b>	<b>Location</b>
D-4/4*	R-10/8 & LB		<i>R-10/8 &amp; LB</i>	<i>352 Great Rd.</i>
D-4/17	LB		<i>LB &amp; R-10/8</i>	<i>346 Great Rd.</i>
D-5/25	PCRC		<i>PCRC &amp; R-2</i>	<i>675 Main St.</i>
D-6/3-2	R-10/8		<i>R-10/8 &amp; R-8</i>	<i>21 Triangle Farm Ln.</i>
D-6/3-3	R-10/8		<i>R-10/8 &amp; R-8</i>	<i>10 Triangle Farm Ln.</i>
D-6/3-4	R-10/8		<i>R-10/8 &amp; R-8</i>	<i>20 Triangle Farm Ln.</i>
E-4/2-1	R-10/8		<i>R-10/8 &amp; R-8</i>	<i>163 Nagog Hill Rd.</i>
E-6/2	R-8		<i>R-8 &amp; R-10/8</i>	<i>376 Pope Rd.</i>
E-6/3	R-8		<i>R-10/8 &amp; R-8</i>	<i>380 Pope Rd.</i>
E-6/4	R-8		<i>R-8 &amp; R-10/8</i>	<i>366 Pope Rd.</i>
H-2/127	R-8/4		<i>R-8/4 &amp; R-2</i>	<i>4 Apple Valley Dr.</i>
* Rezone from LB to R-10/8 only the small portion of D-4/4 that abuts parcel D-4/10. [ <i>Parcel D-4/4 is currently split three-ways, two portions in LB (Limited Business) and one portion in R-10/8; this article will change one of the LB-portions to R-10/8, removing one of the splits.</i> ]				

, or take any other action relative thereto.

**MOTION:** Mr. Sullivan moves that the Town adopt the zoning bylaw amendments as set forth in the Article.  
HELD FROM CONSENT

**MOTION CARRIES UNANIMOUSLY**

**ARTICLE 28 \* AMEND ZONING BYLAW**  
(Two-thirds vote) **CONSOLIDATE AFFORDABLE HOUSING OVERLAY DISTRICT**

To see if the Town will vote to amend Map No. 4 of the Zoning Map (Affordable Housing Overlay District Map) by removing from the Affordable Housing Overlay Sub-Districts A and B the following parcels, or any of its portions in such districts, as listed in the table below [*Notes in italic print are not part of the article but are intended for explanation only. Parcel identification numbers are as shown on the 2004 edition of the Acton Town Atlas. Present overlay zoning sub-districts and location identifications are shown for informational purposes only*]:

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<b>Parcel Identification</b>	<b>Present Overlay Zoning Sub-District</b>	<b>Location</b>
B-5/3	B	25 Westford Ln.
B-5/14-1	A	Off Quarry Rd. (end)
B-5/19	B	100 Nagog Pk.
B-5/ 23 and 24	A	111 and 115 Quarry Rd.
B-5/ 28 and 29	A	107 and 119 Quarry Rd.
B-6/20 and B-6/20-1 through 20-5	A	31(rear),39,41, and 43 Carlisle Rd. & 2 Marshall Path
C-4/21 and C-4/21-5 through 21-92	A	All parcels in the Acorn Park subdivision (Acorn Park Drive and side streets)
C-4/27-1 and C-4/27-4 through 27-9	A	2-8 Palmer Ln.
C-5/10 and C-5/10-2 through 10-18	A	1-18 Captain Handley Rd.
C-5/26 and C-5/26-1 through 26-5	B	42,46,50,54,60, and 64 Quarry Rd.
C-6/ 8 and 9	A	27 Marshall Path (rear)
C-6/ 15 through 37	A	25 Carlisle Rd. and all parcels in the Marshall Crossing subdivision (Marshall and Blueberry Paths)
D-3/5 and D-3/5-7 through 5-9	A	208,214,220, and 226 Newtown Rd.
D-4/10	A	350 Great Rd.
D-4/12	A	363 Great Rd.
D-4/ 17 and 17-1	A	346 and 348 Great Rd.
D-4/19	A	361 Great Rd.
D-4/ 23 and 24	A	592 Main St. (rear)
D-4/39	A	354 Great Rd.
D-5/1	A	Meyer Hill Dr.
D-5/19 and D-5/19-1 through 19-5	A	687,689,693,697,701,and 705 Main St.
D-5/25	A	675 Main St.
D-5/31	A	362 Pope Rd. (rear)
E-2/237 and E-2/237-1 through 237-9	A	All parcels in the Kennedy Est. subdivision (Kennedy Ln.) & 110 Arlington St.
E-2/ 238 and 238-1	A	78 and 80 Charter Rd.
E-2/257-1 and 257-2	A	76 and 78(rear) Charter Rd.
E-2/261-2 and 261-3	A	121 and 131 Hayward Rd.
E-2/ 262, 272 and 273	A	121 Hayward Rd.
E-3/63 and E-3/63-1 through 63-9	A	All parcels in the Washington Drive Ext. subdivision (8-10 Washington Dr. and McKinley Dr.)
E-3/87 and E-3/87-65 through 87-68	A	All parcels in the Glenbrook Run subdivision (Monroe Dr.)

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<b>Parcel Identification</b>	<b>Present Overlay Zoning Sub-District</b>	<b>Location</b>
E-3/101	A	75 Hayward Rd.
E-3/109	A	65 Charter Rd. (side)
E-4/45	A	520 Main St.
E-4/75	A	514 Main St. (rear)
E-4/ 85 and 85-1	A	521 and 523 Main St.
E-5/15-3 through 15-33	A	Parcels in the Bellows Farm subdivision (off Bellows Farm Rd., Briar Hill Rd.)
E-5/16 and E-5/16-1 through 16-18	A	All parcels in the Hearthstone Farm subdivision (Jay Ln.), 85,89, and 97-118 Strawberry Hill Rd., 186 Pope Rd.
E-5/35	A	49 Strawberry Hill Rd.
E-5/35-3	A	88 Esterbrook Rd.
E-5/51-54 and 51-55	A	Parcels in the Bellows Farm subdivision (off Bellows Farm Rd.)
E-6/ 2 through 4	A	366,376 and 380 Pope Rd.
E-6/7	A	362 Pope Rd.
F-1/6	B	647 Massachusetts Ave.
F-1/74-1 through 74-19 and F-1/132	A	All parcels within the Maple Creek Farm subdivision (Woodfield Rd. & Shady Ln.) and 130 Summer St.
F-1/ 109 and 109-1	A	116 and 118 Summer St.
F-2/106 and F-2/106-1 through 106-5	A	463-471 and 477 Massachusetts Ave.
F-2A/11-1 through 11-3	B	1-3 Gregory Ln.
F-2A/118	B	294 Arlington St.
F-3/70 and F-3/70-17 through 70-26	A	351 and 353 Main St. & 1 and 3-12 Stacy's Way
F-3/90	A	349 Main St. (rear)
F-3/ 122 and 122-1	A	15 Barker Rd. & 2 Stacy's Way
F-3/140	B	248 Main St.
F-3A/56-1 and 56-2	A	13 and 19 Wood Ln.
F-4/13-1	A	22 Esterbrook Rd.
F-4/34	A	116 Concord Rd.
F-4/ 37 and 37-5	B	145 Great Rd.
F-4/40 and F-4/40-1 through 40-4	A	All parcels in the Concord Place subdivision
F-4/43	A	73 Concord Rd.
F-4/69-1	B	125 Great Rd.
F-5/11-4	A	7 Proctor St.
F-5/ 51 through 59	A	138-160,170 and 180 Pope Rd. & 93 Strawberry Hill Rd.
G-1/ 94 and G-1/94-1 through 94-11	A	Parcels in the Colonial Acres IV subdivision (126 Summer St & 1-5, 7,9,11, 13,15 and 17-21 Squirrel Hill Rd.)
G-1/ 95 and 96	A	6 and 8 Squirrel Hill Rd.
G-1/107	A	10 Squirrel Hill Rd.

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<b>Parcel Identification</b>	<b>Present Overlay Zoning Sub-District</b>	<b>Location</b>
G-1/ 120 and 121	A	23 and 25 Squirrel Hill Rd.
G-1/ 123 and 133	A	12 and 14 Squirrel Hill Rd.
G-1/ 152 and 152-1	A	20 and 22 Squirrel Hill Rd.
G-1/153	A	16 Squirrel Hill Rd.
G-1/ 172 & 173	A	16 (side) and 18 Squirrel Hill Rd.
G-2/192 and G-2/192-1 through 192-4	A	All parcels n the McGovern Estates subdivision (21-26 Overlook Dr. & 69 Robbins St.)
G-2/193 and G-2/193-1 through 193-14	A	Parcels in the Meadow View subdivision (14-18, Prescott Rd. & 7-19 Overlook Dr.)
G-2/194-1, 194-2 and 194-4	A	Parcels in the Meadow View subdivision (7rear, 11 rear, and 13 rear Overlook Dr)
G-2A/11-1 through 11-3	A	Parcels in the Tupelo Place subdivision (3-6 Tupelo Way)
G-2A/18 and G-2A/18-1 through 18-5	A	Parcels in the Tupelo Place subdivision (7-13 Tupelo Way)
G-3/1	B	246 Main St.
G-3/12	A	332 Massachusetts Ave.
G-3/ 13 and 13-1	A	10 and 12 Barker Rd.
G-3/14	A	16 Barker Rd.
G-3/65	A	84 Piper Rd.
G-3/65-1 through 65-17	A	Parcels in the Piper Ridge subdivision (4-14 Farmstead Way & 1-6 Anders Way)
G-3/66	A	92 Piper Rd.
G-3/69	A	80 Piper Rd.
G-3/69-1 and 69-2	A	2 and 4(side) Farmstead Way
G-3/ 73 through 75	A	2A and 2B Farmstead Way & 74 Piper Rd.
H-2/7, H-2/7-4 through 7-6, 7-8 through 7-15, and 7-17	A	Parcels in the Meadow View subdivision (1-12 Prescott Rd. & 1-5 Overlook Dr.)
H-3/ 73 and H-3/73-1 and 73-2	A	Parcels in the Maddy Lane subdivision (220 School St. & 4 and 6 Maddy Ln.)
H-3B/72	B	61 Main St.
H-3B/81	B	59 Main St.
H-3B/83	B	2 Farley Ln.
H-3B/88 and H-3B/88-4 through 88-9	B	83 High St, 9-13 Conant St., & 3 and 4 Farley Ln.
H-4/68 and H-4/68-1 through 68-5	A	Parcels in the Maddy Lane subdivision (222 School St.& 1,3,5,7, and 8 Maddy Ln.)
H-4/73 and H-4/73-1 through 73-9	A	All parcels in the Lupine Path subdivision (Guswood Rd. & 244 and 246 School St.), & 230 and 234 School St.
H-4/116-3, H-4/ 127 and 128, and H-4/128-1 through 128-55	A	All parcels in the Laws Brook Village subdivision (Lexington Dr.)
I-2/ 8 through 10	B	45, and 47(rear) Main St.

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<b>Parcel Identification</b>	<b><i>Present Overlay Zoning Sub-District</i></b>	<b><i>Location</i></b>
I-2/ 62, 62-1, and 62-2	A	<i>44,46, and 48 Conant St.</i>
I-3/32 and I-3/32-1 through 32-3	A	<i>All parcels in the Parmley Dr. subdivision</i>
I-3/101 and I-3/101-1 through 101-10	A	<i>176,180,186,190,194,198,202,204, and 206 High St. &amp; 177 and 181 Parker St.</i>
I-3/ 124 and 124-1	A	<i>183 and 185 Parker St.</i>
J-3/60 and J-3/60-1 through 60-16	B	<i>All parcels in the Westside Village subdivision (Westside Dr.)</i>

, or take any other action relative thereto.

**MOTION:** Mr. Sullivan moves that the Town adopt the zoning bylaw amendments as set forth in the Article.

HELD FROM CONSENT

**MOTION CARRIES**

**ARTICLE 29 \* AMEND ZONING BYLAW – REDUCE SPLIT-ZONING OF PARCELS IN THE AFFORDABLE HOUSING OVERLAY DISTRICT**  
(Two-thirds vote)

To see if the Town will vote to amend Map No. 4 of the Zoning Map (Affordable Housing Overlay District Map) by reassigning the Affordable Housing Overlay Sub-District designation of the following parcels of land as indicated in the table below [*Notes in italic print are not part of the article but are intended for explanation only. Parcel identification numbers are as shown on the 2004 edition of the Acton Town Atlas. Present overlay zoning sub-districts and location identifications are shown for informational purposes only. “Partial” means that the majority of the parcel’s land area is in the denoted zoning district.*]:

<b>Parcel Identification</b>	<b>Proposed Overlay Zoning Sub-District</b>	<b><i>Present Overlay Zoning Sub-District</i></b>	<b><i>Location</i></b>
C-5/90-5	B	<i>B (partial)</i>	<i>76 Harris St.</i>
D-6/3-2	A	<i>A (partial)</i>	<i>21 Triangle Farm Ln.</i>
D-6/3-3	A	<i>A (partial)</i>	<i>10 Triangle Farm Ln.</i>
D-6/3-4	A	<i>A (partial)</i>	<i>20 Triangle Farm Ln.</i>
E-4/2-1	A	<i>A (partial)</i>	<i>163 Nagog Hill Rd.</i>
F-2/138	B	<i>B (partial)</i>	<i>10 Hennessey Dr.</i>
F-2A/11-4	A	<i>B</i>	<i>4 Gregory Ln.</i>
H-2/66	A	<i>A (partial)</i>	<i>116 Stow St.</i>
H-2/127	A	<i>A (partial)</i>	<i>4 Apple Valley Dr.</i>
J-3/15-1	A	<i>A (partial)</i>	<i>12 Dunham Ln.</i>
J-3/15-4	A	<i>A (partial)</i>	<i>13 Dunham Ln.</i>
J-3/15-6	A	<i>A (partial)</i>	<i>11 Dunham Ln.</i>

ABSTRACT ANNUAL TOWN MEETING APRIL 4, 2005

Parcel Identification	Proposed Overlay Zoning Sub-District	Present Overlay Zoning Sub-District	Location
C-5/90-5	B	B (partial)	76 Harris St.
J-3/15-7	A	A (partial)	9 Dunham Ln.
J-3/15-8	A	A (partial)	7 Dunham Ln.
J-3/15-10	A	A (partial)	5 Dunham Ln.

, or take any other action relative thereto.

**MOTION:** Mr. Sullivan moves that the Town adopt the zoning bylaw amendments as set forth in the Article.

**CONSENT MOTION CARRIES UNANIMOUSLY**

**ARTICLE 30 \* STREET ACCEPTANCE**  
(Two-thirds vote) **RELOCATION AND LAYOUT OF A PORTION OF ELM STREET**

To see if the Town will authorize the Board of Selectmen to acquire or take, on such terms and conditions as the Selectmen may determine, by purchase, gift, eminent domain or otherwise and to accept a deed of a fee simple or easement interest in Parcel 8B consisting of approximately 251 square feet, more or less, of land in the Town of Acton shown on a plan of land entitled "Plan of the Relocation of a Portion of Elm Street in Acton, Massachusetts, as Laid Out by Order of the Board of Selectmen, 2005," prepared by David F. Abbt, R.L.S. 28511, on file with the Acton Town Clerk (the "Plan"), said parcel to become a portion of the town way known as Elm Street at the intersection of Central Street, as laid out and relocated by the Board of Selectmen according to said Plan and as described in more detail in the Order of Layout and Relocation therefor, and further to see if the Town will raise, appropriate, transfer from available funds, or accept gifts for this purpose, or take any other action relative thereto.

**MOTION:** Mr. Johnson moves that the Town authorize the Board of Selectmen to take by eminent domain Parcel 8B shown on the Plan of the Relocation of a Portion of Elm Street as set forth in the Article.

**CONSENT MOTION CARRIES UNANIMOUSLY**

**ARTICLE 31 \* SIDEWALK EASEMENT – ESKER WAY**  
(Majority vote)

To see if the Town will vote to accept as a gift from Bentley Building Corp., a permanent sidewalk easement at 28B Minot Avenue and being shown as "Proposed 7' Wide Sidewalk Easement, 675 S.F." on a plan entitled "Sidewalk Easement Plan, Esker Way, Acton, MA, Prepared for Bentley Building Corp. by Landtech Consultants, Inc.", dated January 11, 2005, and as described more fully in a Grant of Easement to the Town of Acton, both to be recorded at the Middlesex South District Registry of Deeds, Cambridge MA, or take any other action relative thereto.

**MOTION:** Mr. Johnson moves that the Town accept the easement as set forth in the Article.

**CONSENT MOTION CARRIES UNANIMOUSLY**

**ARTICLE 32 \*      SIDEWALK EASEMENT – HIGH STREET**

(Majority vote)

To see if the Town will vote to accept as a gift from Joseph G. and Paul Garver, a permanent sidewalk easement at 266 High Street and being shown as “Proposed Sidewalk Easement, 1516 S.F.” on a plan entitled ”Sidewalk Easement Plan, High Street, Acton, MA, Prepared for Bentley Building Corp. by Landtech Consultants, Inc.”, dated January 11, 2005, and as described more fully in a Grant of Easement to the Town of Acton, recorded at the Middlesex South District Registry of Deeds, Cambridge MA, in Book 33557 Page 477, or take any other action relative thereto.

**MOTION:** Mr. Ashton moves that the Town accept the easement as set forth in the Article.

**CONSENT MOTION CARRIES UNANIMOUSLY**

**ARTICLE 33 \*      DRAINAGE EASEMENT – FRANKLIN PLACE**

(Majority vote)

To see if the Town will vote to accept as a gift from the Franklin Place Partners, LLC., a proposed drainage easement, partially twenty (20) feet wide and partially of variable width, located at 520 Main Street, and shown on a plan entitled “Easement Plan of Land, in Acton, Massachusetts, For Franklin Place Partners, LLC” dated April 22, 2004, to be recorded at the Middlesex South District Registry of Deeds; as a condition of the acceptance of this easement by the Town of Acton, the Town’s maintenance responsibilities will follow standard procedures for town ways and shall be limited to the drainage improvements located within the Main Street layout and any drainage improvements within the said easement associated with storm drainage from Main Street; any storm drainage improvements or utilities located within said easement associated with storm drainage from Franklin Place, or the provision of utilities to Franklin Place, shall not be the responsibility of the Town of Acton; or take any other action relative thereto.

**MOTION:** Mr. Ashton moves that the Town accept the easement as set forth in the Article.

**CONSENT MOTION CARRIES UNANIMOUSLY**

**ARTICLE 34 \*      LAND ACCEPTANCE – DUNHAM PARK SUBDIVISION**

(Two-thirds vote)

To see if the Town will authorize the Board of Selectmen to acquire on such terms and conditions as the Selectmen may determine, by purchase, gift, eminent domain or otherwise and to accept the deed of a fee simple interest in a certain parcel of vacant land on Dunham Lane shown as Open Space Parcel A, Common Land 4.66 acres, on a plan recorded at the Middlesex South District Registry of Deeds as Plan No.827 of 2001, and shown on Map J-3 of the Town Atlas as Parcel 15-1, for purposes of passive recreation and watershed protection, and further to see if the Town will raise, appropriate, transfer from available funds, or accept gifts for this purpose, or take any other action relative thereto.

**MOTION:** Mr. Ashton moves that the Town accept the easement as set forth in the Article.

**CONSENT MOTION CARRIES UNANIMOUSLY**

**ARTICLE 35 \*        STREET ACCEPTANCE – DUNHAM LANE**  
(Two-thirds vote)

To see if the Town will accept as a public way the following street, or any portion thereof, as laid out by the Board of Selectmen according to plans on file with the Town Clerk, and authorize the Board of Selectmen to take the fee or easement in said street by eminent domain or otherwise, including easements for drainage, utility, sidewalk or other purposes as shown on said plans or described in the Order of Layout;

In the DUNHAM PARK SUBDIVISION

DUNHAM LANE- from the easterly sideline of High Street a distance of 543 feet, more or less, in a generally easterly direction to the end of a T-shaped turnaround, including the turnaround, this being the entire road.

, or take any other action relative thereto.

**MOTION:** Mr. Ashton moves that the Town accept the easement as set forth in the Article.

**CONSENT MOTION CARRIES UNANIMOUSLY**

**MOTION:** Mr. Hunter moves to dissolve the Annual Town Meeting at 9:34 PM.

**MOTION CARRIES UNANIMOUSLY**